



CEDAR HILLS

CITY COUNCIL MEETING OF THE CITY OF CEDAR HILLS Tuesday, October 1, 2024 6:00 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, October 1, 2024, beginning at 6:00 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, Pledge led by C. Geddes and Invocation given by Mayor Andersen
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. Mayor and Council, City Manager and Staff

SCHEDULED ITEMS & PUBLIC HEARINGS

5. Public Hearing on amendments City Code Title 10-5-17 related to Clear View of Intersecting Streets
6. Review/Action on a Resolution approving an Interlocal Agreement between Utah County, Cedar Hills City, Alpine City, American Fork City, Draper City, Highland City, and Lehi City for administration of the process related to Proposition #11, Creation of a New School District
7. Review/Action on the lease agreement with Hokulia Shaved Ice, Made in Kona, LLC

ADJOURNMENT

8. Adjourn

Posted this 27th day of September, 2024 /s/ Gretchen F. Gordon, Deputy City Recorder

- Supporting documentation for this agenda is posted on the city website at www.cedarhillsutah.gov.
- 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 52-4-204 & 52-4-205.
- 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 to permit one or more of the council members or staff to participate.



The City of Cedar Hills

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	10-01-2024

SUBJECT:	Public Hearing on amendments to Title 10 Chapter 5 Section 17 of Cedar Hills City Code regarding Clear View of Intersecting Streets
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS: Current City Code requires that a clear vision area be established at all intersections. This is defined in code as, “ a triangular area formed by the lip of curb and gutter and a line connecting them at points forty five feet (45') from the point of intersection of said street lines”. There are some exceptions to the clear vision area code, but the intent is to keep intersections free and clear of obstructions that may otherwise make it difficult for drivers to see oncoming traffic and pedestrians. This code has worked well for typical intersections where the roads meet at 90 degree angles. However, there are some atypical intersections in Cedar Hills that present problems in that the clear vision area established by code doesn’t create the open and unobstructed views that allow for safe travel. The proposed code change would define what an atypical intersection is, and based on a factual finding from the City Planner and City Engineer, these findings would allow the City Council to adopt a unique standard to create a safe environment for automobiles and pedestrians.	
PREVIOUS LEGISLATIVE ACTION: Planning Commission tabled this item as part of their September 24, 2024 meeting. This will go back to the planning commission for a recommendation to the City Council prior to any Council decision	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: None	
RECOMMENDATION: Hold previously noticed public hearing.	
MOTION: No motion necessary	
ACTION: Motion: Second: Laura Ellison: Yes__ No __ Abstain __ Absent __ Mike Geddes: Yes__ No __ Abstain __ Absent __ Erika Price: Yes__ No __ Abstain __ Absent __ Bob Morgan: Yes__ No __ Abstain __ Absent __ Kelly Smith: Yes__ No __ Abstain __ Absent __	



The City of Cedar Hills

10-TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	10-01-2024

SUBJECT:	Review/Action on a Resolution authorizing the City to enter into an Interlocal Agreement with Utah County for the coordination of the process related to Proposition #11, Creation of a New School District
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS: The proposed interlocal agreement includes each City that is part of the proposed new school district, including: Lehi, American Fork, Alpine, Highland, Cedar Hills, and a portion of Draper. The ballot proposition, known as proposition #11, will go to voters as part of the November general election. As Utah County administers the election, it is necessary to enter into an agreement with Utah County to include and administer Prop #11 as part of the upcoming ballot. Each city will be responsible for the costs associated with administering the election based on their population. The cost is in addition to already scheduled costs associated with the general election. The cost associated with Cedar Hills will be an additional \$1,416.48. The City will work with the County to print the Voter Information Pamphlet (VIP) that will be sent to each household. The VIP will include language for and against Prop. #11. Cedar Hills has opted to print a full VIP for each household rather than send a postcard with a link to an online version of the VIP, this will include an additional cost to be determined. This interlocal outlines the various responsibilities incurred by the City as well as Utah County in administering the election, see Exhibit A.	
PREVIOUS LEGISLATIVE ACTION: Cedar Hills opted to be a part of the new Central School District interlocal with the cities listed above	
FISCAL IMPACT: \$1,416.48 for election administration, cost of printing and mailing the VIP	
SUPPORTING DOCUMENTS: Proposed Interlocal Agreement	
RECOMMENDATION: Review and authorize the Mayor to enter into the proposed interlocal agreement	
MOTION: To approve/not approve the proposed Interlocal Agreement with Utah County for the coordination of the process related to Proposition #11, Creation of a New School District.	
ACTION: Motion: Second: Laura Ellison: Yes___ No___ Abstain___ Absent___ Mike Geddes: Yes___ No___ Abstain___ Absent___ Erika Price: Yes___ No___ Abstain___ Absent___ Bob Morgan: Yes___ No___ Abstain___ Absent___ Kelly Smith: Yes___ No___ Abstain___ Absent___	

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND LEHI CITY, AMERICAN FORK CITY, ALPINE CITY, DRAPER CITY,
HIGHLAND CITY, AND CEDAR HILLS CITY
FOR THE ADMINISTRATION OF THE 2024 NEW SCHOOL DISTRICT ELECTION**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (“Agreement”), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Lehi City, American Fork City, Alpine City, Draper City, Highland City, and Cedar Hills City, all of which are Utah municipalities and political subdivisions of the State of Utah, hereinafter referred to individually as a CITY and collectively as CITIES.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITIES; and

WHEREAS, CITIES have previously entered into an interlocal agreement for the purpose of creating a new school district under Utah Code Section 53G-3-301.4; and

WHEREAS, CITIES are sponsors of the request for the creation of a new school district; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITIES desire to successfully conduct an election in each of the CITIES on the ballot proposition for the creation of a new school district (the “2024 CITY New School District Election”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITIES to enter into an agreement providing for the parties' joint efforts to administer the 2024 CITY New School District Election.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof as described 11-13-202.5(1) of the Interlocal Cooperation Act. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2024 CITY New School District Election or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for each of the CITIES. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto

at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2024 CITY New School District Election. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2024 CITY New School District Election.

Each CITY agrees to pay to Utah County the actual cost of County's administration of the 2024 CITY New School District Election which cost shall not exceed the estimated cost for each CITY as contained in Exhibit B, C, D, E, F, G which is attached hereto and by this reference is incorporated herein. Each CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITIES will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless one another for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk of Utah County and with the official keeper of records of each CITY, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) executed by a duly authorized official of each of the parties; (b) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code; and (c) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the parties; (b) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code; and (c) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent

permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties has participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the CITY Mayor or Utah County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, on the dates listed below:

APPROVED AND ADOPTED this ____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy Clerk

By: _____
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

	YEA	VOTE NAY
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BRANDON B. GORDON, CHAIR

_____	_____
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THOMAS V. SAKIEVICH, COMMISSIONER

_____	_____
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AMELIA POWERS GARDNER,
COMMISSIONER

_____	_____
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LEHI CITY

Signed on the _____ day of _____ 2024.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

AMERICAN FORK CITY

Authorized and passed on the _____ day of _____ 2024.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

ALPINE CITY

Authorized and passed on the _____ day of _____ 2024.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

DRAPER CITY

Authorized and passed on the _____ day of _____ 2024.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

HIGHLAND CITY

Authorized and passed on the _____ day of _____ 2024.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

CEDAR HILLS CITY

Authorized and passed on the _____ day of _____ 2024.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

Exhibit A
2024 New School District Elections
Scope of Work for Election Services
Revised 23 August 2024

Services the CITIES will provide include, but are not limited to:

- Publish Public Notices required by law. The CITIES may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep Interlocal participants and the public up to date and informed on all legal requirements governing the creation of a new school district.
- Thoroughly examine and proof all election programming done for the New School District Elections.
- Host on each City's official web site: a link to or copy of the official reported results as hosted on the County Elections web page, the location of the county-owned ballot drop boxes, and a link to the website for citizens to opt-in to receive ballot alert texts.
- CITIES will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- Prepare, compile, and design the Voter Information Pamphlet.
- CITIES may work with the County to print either the Voter Information Pamphlet or a postcard. Any printing costs incurred by the County will be reimbursed by the CITIES.
- Work with the County to arrange for postage through the County's discounted rate.
- Reimburse County for postage expenses related to the Voter Information Pamphlet.

The CITIES will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The CITIES agree to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous New School District elections.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the CITIES and the CITIES recognize that such decisions, made for the benefit of the whole, may not be subject to review by each CITY.

Services Utah County will perform for each CITY include, but are not limited to:

- Ballot layout and design.
- Ballot printing.
- Ballot mailings.
- Return postage.
- Ballot processing.
- Printing optical scan ballots.

- Program and test voting equipment.
- Program electronic voter register.
- Poll worker recruitment, training, and supervision.
- Compensate vote center poll workers.
- Delivery of supplies and equipment.
- Tabulate and report election results on Utah County website.
- Provisional ballot verification.
- Update voter history database.
- Conduct audits (as required).
- Conduct recounts (as needed).
- Election day administrative support.
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. Such results will constitute the final Official Results of the Election.
- Election security.
- Ballot drop box services – maintain, lock and unlock boxes, and collect ballots.
- Provide postage to the Interlocal Entity for the Voter Information Pamphlet.
- May provide printing of the Voter Information Pamphlet.
- Grant for/against argument requests, receive all arguments and rebuttals for the Voter Information Pamphlet.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. Each CITY will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B, C, D, E, F, and G.

In the event of a state or county special election being held in conjunction with a New School District election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The CITIES acknowledge that this Interlocal Agreement relates to a New School District ballot and election and as required by state statute, the City Recorder is the Election Officer for each city. The County Clerk will be the election provider.

2024 General Elections

Exhibit B

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Lehi

Election 11/5/2024 Not to exceed \$.75 per voter per election

	Active Registered House holds	\$0.52	
General	20834	\$	10,833.68
	Estimated Cost as of 8/27/2024	\$	10,834.20

2024 General Elections

Exhibit C

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

American Fork

Election		11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered House holds		\$0.52	
General	10492		\$	5,455.84
Estimated Cost as of 8/27/2024			\$	5,456.36

2024 General Elections
Exhibit D

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Alpine

Election		11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered Households		\$0.52	
General	3158		\$	1,642.16
Estimated Cost as of 8/27/2024			\$	1,642.68 1

2024 General Elections

Exhibit E

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Draper

Election		11/5/2024	Not to exceed \$.75 per voter per election	
		Active Registered House holds	\$0.52	
General		956	\$	497.12
		Estimated Cost as of 8/27/2024	\$	497.64

2024 General Elections

Exhibit F

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Highland

Election	11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered House holds	\$0.52	
General	5352	\$	2,783.04
Estimated Cost as of 8/27/2024		\$	2,783.56

2024 General Elections

Exhibit G

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Cedar Hills

Election		11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered House holds		\$0.52	
General	2723		\$	1,415.96
		Estimated Cost as of 8/27/2024	\$	1,416.48

CITY OF CEDAR HILLS

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH UTAH COUNTY FOR THE
ADMINISTRATION OF 2024 NEW SCHOOL DISTRICT ELECTION**

WHEREAS, on or about April 29, 2024, the City of Cedar Hills entered into an interlocal agreement with the cities of Lehi, Alpine, Highland, American Fork, and Draper (collectively, the “Interlocal Participants”) for the purpose of submitting for voter approval a measure to create a new school district; and

WHEREAS, on or about August 6, 2024, Cedar Hills approved the request proposing the creation of a new school district and authorizing the city recorder to so notify the Utah County Commission; and

WHEREAS, Cedar Hills desires to include the creation of a new school district as a ballot measure as part of the 2024 election (November 5) and for it to be handled in an accurate and efficient manner;

WHEREAS, Utah County (the “County”) is willing to provide election services to assist the City in conducting its 2024 new school district election according to the terms of an Interlocal Cooperation Agreement between Utah County and Cedar Hills for the administration of the 2024 Election, a copy of which is attached as Exhibit A (the “Interlocal Agreement”); and

WHEREAS, the City Council finds it is in the best interest of the City and the general health, safety, and welfare of its residents to enter into the Interlocal Agreement so the City may receive election services from the County in accordance with the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cedar Hills that the Interlocal Agreement with Utah County for the administration of the 2024 new school district election (Exhibit A) is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Interlocal Agreement on behalf of the City.

PASSED AND APPROVED this ____ day of October, 2024.

CITY OF CEDAR HILLS COUNCIL

By: _____
Denise Anderson, Mayor

[SEAL]

VOTING:

Laura Ellison	Yea	____	Nay	____
Erika Price	Yea	____	Nay	____
Mike Geddes	Yea	____	Nay	____
Bob Morgan	Yea	____	Nay	____
Kelly Smith	Yea	____	Nay	____

Colleen Mulvey, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of October, 2024.

Exhibit A



The City of Cedar Hills

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	10-01-2024

SUBJECT:	Review/Action on the lease agreement with Hokulia Shaved Ice, Made in Kona LLC										
APPLICANT PRESENTATION:	Clint Severson, Owner										
STAFF PRESENTATION:	Chandler Goodwin, City Manager										
BACKGROUND AND FINDINGS: Hokulia Shaved Ice has occupied the snack shack at Harvey Park for the last four years. They have paid a monthly rent during the time of year when they are in operation. While the reception from the public to having this amenity has been generally positive, there have been a number of issues come up with having this type of vendor in the park. The biggest issue centers on cleanliness in the park and the impact that Hokulia's product has on maintain a clean environment for park. On numerous occasions, individuals who had reserved a pavilion at Harvey Park called the City to demand a refund because of the spills on the floor and tables. After hearing the complaints, Chandler visited the park to evaluate the situation. After seeing the state of the pavilions, Chandler approved the refunds and issued a 90 notice to Hokulia to terminate the agreement. The 90 day notice was provided on July 5, 2024, and the 90 days expire on Oct. 5, 2024. As part of this council meeting, the City Council must decide if they intend to renew the lease agreement with Hokulia or let the agreement expire. Should the Council choose to renew the agreement Hokulia will occupy that space for another year. If the City Council chooses not to renew the agreement, Hokulia will have to vacate the premise. Following the notice of termination, Chandler asked the Parks staff to document some of the issues that they were seeing in the park on a daily basis related to Hokulia. Also, service missionaries from the Church of Jesus Christ of Latter-Day Saints have been helping in the park to wipe down tables and help clean up messes.											
PREVIOUS LEGISLATIVE ACTION: The agreement with Hokulia was extended for another year in 2023.											
FISCAL IMPACT: (\$4,500) In lease revenue that Cedar Hills will not receive.											
SUPPORTING DOCUMENTS: Staff report from July regarding Hokulia											
RECOMMENDATION: Review the situation regarding Hokulia, and decide on a possible extension to the lease agreement.											
MOTION: To approve/not approve a year extension for Hokulia Shaved Ice, Made in Kona LLC, for the calendar year 2025 to operate in Harvey Park, subject to the following conditions: {LIST ANY CONDITIONS}											
ACTION: Motion: Second: <table><tr><td>Laura Ellison:</td><td>Yes__ No__ Abstain__ Absent__</td></tr><tr><td>Mike Geddes:</td><td>Yes__ No__ Abstain__ Absent__</td></tr><tr><td>Erika Price:</td><td>Yes__ No__ Abstain__ Absent__</td></tr><tr><td>Bob Morgan:</td><td>Yes__ No__ Abstain__ Absent__</td></tr><tr><td>Kelly Smith:</td><td>Yes__ No__ Abstain__ Absent__</td></tr></table>		Laura Ellison:	Yes__ No__ Abstain__ Absent__	Mike Geddes:	Yes__ No__ Abstain__ Absent__	Erika Price:	Yes__ No__ Abstain__ Absent__	Bob Morgan:	Yes__ No__ Abstain__ Absent__	Kelly Smith:	Yes__ No__ Abstain__ Absent__
Laura Ellison:	Yes__ No__ Abstain__ Absent__										
Mike Geddes:	Yes__ No__ Abstain__ Absent__										
Erika Price:	Yes__ No__ Abstain__ Absent__										
Bob Morgan:	Yes__ No__ Abstain__ Absent__										
Kelly Smith:	Yes__ No__ Abstain__ Absent__										

Hokulia Report

July 11, 2024 @ 7:45am

- There are still syrup spills on the trash can and the surrounding concrete by the women's restroom.



- There are random small syrup spills all around the west side of Hokulia.



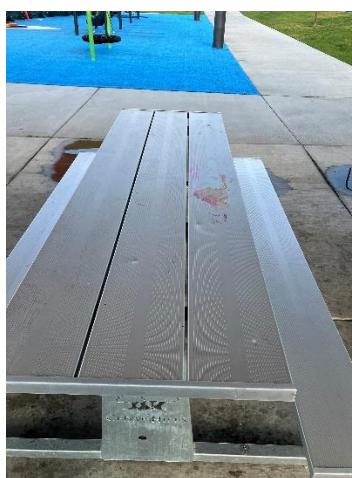
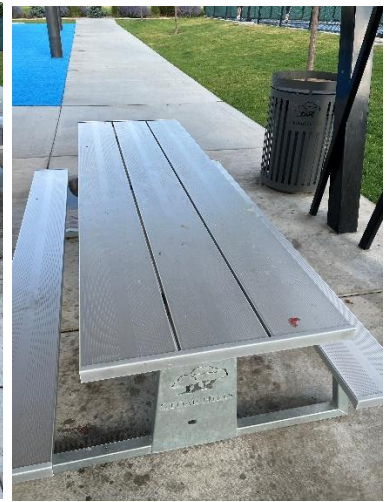
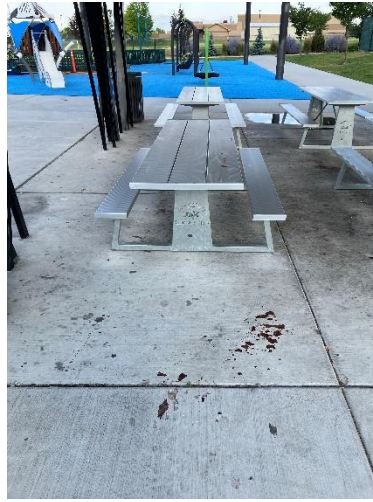
- There are still uncleared syrup spills around the east north splash pad table on the concrete and the table.



- Spills on the concrete inside the musical area, east of the playground and west of the splash pad



- Still uncleared syrup spills and new spills on the tables and concrete floor in the pavilion north of the splash pad. Also all the trash cans and lids have trash, syrup, and unknown items all over them. There are bees present.



- Still uncleared spills at the west south splash pad table



- Pavilion south of the splash pad is completely dirty with spills. Syrup is all over the concrete, tables, and trash cans. Bees are present all around the pavilion.





- Spills on the concrete on the southeast splash pad table. I did see that this table was cleaned after the syrup has been there for the past two days but unfortunately there is a syrup stain from it being on the table too long.



AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of May, 2021,
by and between CITY OF CEDAR HILLS, a municipal corporation, hereinafter referred to as
“City”, a political subdivision of the State of Utah, and MADE IN KONA, LLC, located at
Harvey Park, 4301 W Harvey Blvd
Cedar Hills, Utah, hereinafter referred to as “Concessionaires”.

WHEREAS, City owns and maintains the Harvey Park in the City, and

WHEREAS, Concessionaires are desirous of operating the food concessions in
conjunction with and located at said Park.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the
parties hereto agree as follow:

1. City agrees to lease to Concessionaire the room and space indicated on Exhibit A for the sole purpose offering refreshment opportunities for patrons of Harvey Park.
2. Concessionaires agree that they will be responsible to the City Manager with respect to the conduct and general operation of said concession.
3. Concessionaires will propose an operating season for the concession stand for each year, including the proposed hours of operation. The City will approve, deny, or modify said proposal in a timely manner.
4. The Concessionaire agrees that it will provide all of the necessary equipment for the concession.
5. Concessionaires agree that they will be responsible for all staff and related responsibilities including hiring, supervision, compensation, insurance, etc.

Concessionaires agree they are independent contractors and not the employees of the City.

6. Concessionaires agree that they will clean and maintain the concession stand area, including the leased area and the service area surrounding concession building in a neat and acceptable condition in accordance with the rules and regulations of Utah County Department of Health and any other applicable regulatory agency.
7. Concessionaires agree that they will be responsible for purchasing and accepting of deliveries of materials and supplies used in the said concession area. Deliveries will be limited to vehicles will not cause damage to the sidewalks and/or driveways; concessionaires will be responsible for any damages resulting from deliveries. Deliveries will be limited to the hours between 7:00 A.M. and 10:00 A.M
8. Concessionaires shall be responsible for the collection and payment of all appropriate sales taxes as required by Utah State law.
9. Concessionaires will compensate the City for the operation of said concession stand in the amount of eight hundred dollars (\$800) per month for rent, and two hundred dollars (\$200) per month for the cost of utilities. Said rent and utility payments shall increase 3.5% each year for the duration of the agreement.
10. Concessionaries agree that the City may, at any reasonable times and places, examine any leased area of said concession stand.
11. Concessionaires agree to provide evidence of liability insurance coverage for the operation of said stand in the amount of not less than \$1,000,000.00 naming City as an additional insured.

12. Concessionaires and City agree to hold City harmless from any liability resulting from the operation of said concession stand.
13. Concessionaires may, at its discretion, play music on site. Music shall be played at a decibel level that does not disturb other activities in the park, and shall not offend the sensibilities of a reasonable person.
14. Concessionaires agree that any use of storage areas in the concession building, as identified in Appendix A, shall be at the sole discretion of the City, and Concessionaires must receive prior approval before such spaces are utilized. City agrees to rent a portion of the storage room to Concessionaires, as approved by the City Manager.
15. The City, in coordination with the Concessionaires, will identify areas to be used for signage. Such signage may not be illuminated, and shall conform to requirements outlined in the Municipal Code for the City of Cedar Hills. Concessionaire assumes all liability for any damage done to signage.
16. This Agreement shall be effective from May 24, 2021 until October 1, 2023, and thereafter Concessionaires shall have the option for two additional one year terms, at the sole discretion of the City.
17. Each party shall have the right to terminate this agreement without cause upon ninety (90) day written notice to the other party.
18. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto set their signs and seals on the date first above written.



CITY OF CEDAR HILLS

By: Denise Andersen

Denise Andersen, Mayor

ATTEST:

Colleen A. Mulvey

City Recorder

CONCESSIONAIRE

By: _____

Name: _____

Title: _____

WITNESS:

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the _____ day of _____, 2021, personally appeared before me
_____, signer of the foregoing Agreement, who duly acknowledged to
me that he executed the same.

(SEAL)

NOTARY PUBLIC

Residing at City of Cedar Hills, Utah

APPENDIX A

