CITY COUNCIL MEETING
Tuesday, December 9, 2008 7:00 p.m.
Public Safety Building
3925 W Cedar Hills Drive, Cedar Hills, Utah

This meeting may be held electronically via telephone to permit one or more of the council members to participate.

NOTICE is hereby given that the City Council of the City of Cedar Hills, Utah, will hold their Regular City Council Meeting on Tuesday, December 9, 2008, beginning at 7:00 p.m.

COUNCIL MEETING

1. Call to Order, Invocation and Pledge
2. 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).

CONSENT AGENDA

3. Minutes from the November 18, 2008, Public Hearing and Regular City Council Meeting

SCHEDULED ITEMS

4. Review/Action on Cedar Hills Golf Course Items and Clubhouse
5. Review/Action on Interlocal Cooperation Agreement between the City of Cedar Hills and American Fork City Granting an Easement for a Pressurized Irrigation Line
6. Review/Action on Final Site Plan for Chase Bank
7. Review/Action on Resolution Adopting Fees
8. Review/Action on Amendments to the City Code, Title 2, Chapter 1, Parks and Trails Advisory Committee
9. Review/Action on a Resolution Giving Notice of Intent to Issue not more than $1,000,000 Aggregate Principal Amount of Utility Revenue Bonds, in One or More Series, for Utility Improvements, Including Secondary Irrigation Water Improvements; and Related Matters
10. Review/Action on an Ordinance imposing a 0.1% Local Sales and Use Tax for the Purpose of Financing Parks, Arts, and Recreational Facilities within the City; and Related Matters
11. Review/Action on Award of 2009 Secondary Irrigation Water Improvements Project
12. Review/Action on Boundary Adjustment with Pleasant Grove City at Approximately 9700 North Canyon Road
13. Review/Action on Board/Committee Appointments - Planning Commission, Parks and Trails Committee, and Board of Adjustment
14. Review/Action on Ordinance Setting the Time and Place of City Council Meetings for 2009
15. City Manager Report and Discussion

MAYOR AND COUNCIL REPORTS

16. Board and Committee Reports

EXECUTIVE SESSION

17. Motion to go into Executive Session, Pursuant to Utah State Code 52-4-5

* * * EXECUTIVE SESSION * * *

18. Motion to Adjourn Executive Session and Reconvene City Council Meeting

ADJOURNMENT

19. Adjourn

Posted this 4th day of December, 2008. Kim E. Holindrake, City Recorder

- Supporting documentation for this agenda is posted on the City's Web Site 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 least 48 hours in advance of the meeting to be held.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager Konrad
DATE:	12/9/2008

City Council
Agenda Item

SUBJECT:	Golf Course Items and Clubhouse
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Konrad Hildebrandt

BACKGROUND AND FINDINGS:

Please see the response from our golf course architect (attached). I have reviewed this with our Building Department and they feel that this cost is extraordinary. Our Architect from JRCA is more than willing to come and talk about cost if need be.

PREVIOUS LEGISLATIVE ACTION:

NONE

FISCAL IMPACT:

NONE

SUPPORTING DOCUMENTS:

None

RECOMMENDATION:

Give staff direction on path to finalize golf clubhouse plans

MOTION:

None

Konrad Hildebrandt

From: Brad Kearl [bkearl@cedarhills.org]
Sent: Wednesday, November 12, 2008 2:23 PM
To: 'Konrad Hildebrandt'
Subject: RE: Fee for rework of the clubhouse

Konrad,

I've read the email below and am a little concerned about the extent of the re-drawing and the quoted price of it. I wonder if there is a communication issue between the City of Cedar Hills and the architect. I thought you and I made it clear to the architect at our meeting as to the changes the City would prefer. I thought we were also to believe that it wasn't to be that big a deal.

The original plans were well drawn and engineered. The scope of the changes were to be minor. The footprint was to remain the same. The exterior bearing walls were to remain the same. There was some re-arranging of the interior walls (non-bearing) and to change the exterior cosmetically. Yes, the Code has changed since the original plans have been drawn, but those code differences are anticipated to be minor. I believe that the price quoted to the City for these changes is a bit extreme. Maybe we need to rethink our plans, but in the meantime, I think it would be prudent to consult other architecture firms about our plans. In consideration of the current economic downturn, and the price that we've been quoted, I would suggest the City meet with other firms and essentially have the drawings sent out to bid.

What do you think?

Brad

From: Konrad Hildebrandt [mailto:kjhildebrandt@cedarhills.org]
Sent: Wednesday, November 12, 2008 1:40 PM
To: 'Brad Kearl'
Subject: FW: Fee for rework of the clubhouse

From: Gordon Clark [mailto:gac@jrcadesign.com]
Sent: Thursday, October 30, 2008 12:46 PM
To: kjhildebrandt@cedarhills.org
Subject: Fee for rework of the clubhouse

Konrad,

I have reviewed the scope of work for the clubhouse with my consultants. Several items will need to be addressed due to code changes.

We will have to redo the energy compliance of the building to meet the new codes. We will also have to update the seismic issues within the building. We will also have to redo some of the detailing regarding moisture intrusion as well as revise some minor issues to achieve compliance with the latest building codes. We will also have to revise the specification of some of the materials as a lot of the finishes may not be in production presently. We will need to revise several portions of the exterior detailing for the changes to the exterior look of the building as well.

We will have some redesign work for the inclusion of the requirements of the proshop and the food service area and the lease space on the second floor.

Such revisions will require us to change approximately 40% of our working drawings, 25% of our specifications and 80% of our calculations. For this scope of work we would propose a fee of $46,200.

Beyond that we will be providing bidding and contract administration services per the original scope of services. These were originally listed at $46,500 but as the cost of doing business in our sector has risen, we would propose a revised fee for this scope of work at $57,400.

The total fee would be $103,600 for the work.

We can either amend the original contract, or we can write a new contract for this work.

Please let me know about the fee and about which form of contracting you would like to pursue.

We have begun revisions on the floor plans and the elevations. I believe that we may have new elevations ready by the 18th of November for review, with the floor plans.

Thanks,

Gordon Clark, AIA

JRCA Architects, Inc.
577 South 200 East
Salt Lake City, Utah 84111
(801) 533-2100
gac@jrcadesign.com

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David H. Bunker, City Engineer
DATE:	12/9/2008

City Council
Agenda Item

SUBJECT:	American Fork Irrigation Interlocal Cooperation Agreement
APPLICANT PRESENTATION:	None
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

This item was tabled on the November 18 City Council Meeting.

The City of American Fork has submitted a draft Interlocal Cooperation Agreement for review. The agreement would allow the City of American Fork to acquire a temporary construction easement for the installation of a pressurized irrigation system, and a permanent easement and right-of-way for the maintenance of said line. Language should be added to insure the agreement protects the City's interests including the bridge structure, vegetation, AF river banks through golf course, ability to change surface grades, etc. Update: A revised agreement has been prepared by staff and legal council for your review.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Copy of the draft Interlocal Cooperation Agreement, and the proposed alignment of the pressurized irrigation line.

RECOMMENDATION:

Staff recommends the City Council review and approve the agreement with the City of American Fork for the temporary construction and permanent easement for a pressurized irrigation line.

MOTION:

To approve/not approve an agreement with the City of American Fork for the temporary construction and permanent easement for a pressurized irrigation line.

INTERLOCAL COOPERATION AGREEMENT

(Draft 11-5-08)

This Interlocal Agreement entered into this _____ Day of _____, 2008, by and between American Fork City, a municipal corporation, hereinafter "American Fork", and Cedar Hills City, a municipal corporation, hereinafter "Cedar Hills", both of which are political subdivisions of the State of Utah.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Easements:** Cedar Hills agrees to dedicate to American Fork easements and rights-of-way through property over which Cedar Hills has the legal ability to grant an easement for the construction and maintenance of a transmission pipeline from 4800 West to the American Fork Pressurized Irrigation Upper Reservoir. The easement, during the course of construction, shall be fifty (50) feet along the general pipe alignment shown in Exhibit A, attached or the maximum amount, up to fifty (50) feet, that Cedar Hills has the legal ability to grant an easement. The final easement shall be twenty (20) feet wide (ten (10) feet on each side of pipe's centerline) for the purposes of operating and maintaining the pipeline. The exact location of the final easement shall be determined by survey. A final easement shall be executed after construction of the pipeline. If other utilities need to be placed within three (3) feet horizontal and six (6) inches vertical of the pipeline, Cedar Hills will first obtain approval from American Fork to do so. Approval to place utilities within the designated area of the easement will not be unreasonably withheld. American Fork agrees to provide reasonable notification when work needs to be performed within the easement and to meet Highland's road, trail, or

golf course repair standards, as applicable. All areas impacted by construction shall be returned to their pre-disturbance condition. All effort will be taken to minimize disruption to the Cedar Hills golf course and associated facilities.

2. **Severability:** If any court of competent jurisdiction determines that any portion of the Interlocal Cooperation Agreement, to be invalid, illegal, or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal, or unenforceable portion had never been a part of the Agreement.

SIGNED AND DATED THIS _____DAY OF _____, 2008.

CITY OF CEDAR HILLS

_____MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

AMERICAN FORK CITY

_____MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM:

_____
CITY ATTORNEY

RESOLUTION NO. _____

CITY OF CEDAR HILLS, UTAH
CITY COUNCIL

NOVEMBER 18, 2008

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF AMERICAN FORK, UTAH, RELATING TO AN EASEMENT FOR A TRANSMISSION PIPELINE; AND RELATED MATTERS.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act") permits public agencies to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to more efficiently provide facilities, services, and improvements to the general public.

WHEREAS, the City Council of the City of Cedar Hills, Utah, (the "City") has determined that entering into an interlocal cooperation agreement with the City of American Fork, Utah, ("American Fork") in substantially the form attached as Exhibit A (the "Interlocal Cooperation Agreement"), which Interlocal Cooperation Agreement authorizes the City to grant American Fork a non-exclusive easement for a transmission pipeline, will promote the general welfare of the City and its residents.

WHEREAS, American Fork has agreed to the terms of the Interlocal Cooperation Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of Cedar Hills, Utah as follows:

Section 1. The public health, convenience, and necessity will be served by the City entering into the Interlocal Cooperation Agreement.

Section 2. The Interlocal Cooperation Agreement in substantially the form presented to this meeting and attached hereto as Exhibit A is in all respects approved, authorized and confirmed. The appropriate officials of the City are authorized to approve the final terms and to execute the Interlocal Cooperation Agreement on behalf of the City in the form and with substantially the same content as set forth in Exhibit A.

Section 3. The City Council directs the City Recorder to cause to be prepared and published one time in the New Utah a notice of agreement in substantially the form attached as Exhibit B. The City Recorder is directed to make a copy of this Resolution and a copy of the Interlocal Cooperation Agreement available for review at the City Recorder's office during regular business hours for 30 days after the publication of the notice of agreement. During that 30-day period, any person in interest may contest the legality of this Resolution or the Interlocal Cooperation Agreement. After that 30-day period has passed, no one may contest this Resolution or the Interlocal Cooperation Agreement for any cause whatsoever.

Section 4. All regulations, orders and resolutions of the City or parts thereof inconsistent

herewith are hereby repealed to the extent only of such inconsistency.

Section 5. The City Recorder is directed to complete the attached Record of Proceedings.

Section 6. This Resolution shall become effective immediately upon adoption.

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the City Council of Cedar Hills, Utah, this November 18, 2008.

CITY OF CEDAR HILLS, UTAH

_____
Michael C. McGee, Mayor

ATTEST:

_____
Kim E. Holindrake, City Recorder

(S E A L)

RECORD OF PROCEEDINGS

The City Council of Cedar Hills, Utah, met in public session at its regular meeting place in the City of Cedar Hills, Utah, at 7:00 p.m., or as soon thereafter as feasible, on November 18, 2008, with the following members present:

Michael McGee	Mayor
Jim Perry	Council Member
Eric Richardson	Council Member
Charelle Bowman	Council Member
Kenneth Kirk	Council Member
Marisa Wright	Council Member

Also present:

Konrad Hildebrandt	City Manager
Kim E. Holindrake	City Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the City Council a Certificate of Compliance With Open Meeting Law with respect to this November 18, 2008 meeting, a copy of which is attached.

Council Member _____ then introduced and moved the adoption of the foregoing Resolution, which motion was seconded by Council Member _____ and the motion was passed as follow:

AYE:

NAY:

ABSTAIN:

Certificate of City Recorder

I, Kim E. Holindrake, the duly qualified and acting City Recorder of the City of Cedar Hills, Utah, certify according to the records of the City in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the City Council held on November 18, 2008, including a resolution adopted at that meeting as the minutes and resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed the official seal of the City this November 18, 2008.

_____

Kim E. Holindrake, City Recorder

(S E A L)

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Kim E. Holindrake, the City Recorder of the City of Cedar Hills, Utah, certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time, and place of the November 18, 2008, public meeting held by the City Council as follows:

(a) By causing a Meeting Notice, in the form attached, to be posted at the City's principal offices at least 24 hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation within the City at least 24 hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

In addition, the attached Notice of 2008 Annual Meeting Schedule for the City Council was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing that Notice to be posted on December 21, 2007, at the principal office of the City and by causing a copy of that Notice to be provided to at least one newspaper of general circulation within the City on December 21, 2007.

DATED this November 18, 2008.

_____

Kim E. Holindrake, City Recorder

(S E A L)

[Attach Meeting Notice]

[Attach Notice of 2008 Annual Meeting Schedule]

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

EXHIBIT B

NOTICE OF AGREEMENT

On November 18, 2008, the City Council of the City of Cedar Hills, Utah, adopted a Resolution authorizing the City to enter into an interlocal cooperation agreement (the "Agreement") with the City of American Fork, Utah. The Agreement authorizes the City to provide American Fork with an easement for a transmission pipeline traversing City property. The City does not assume any monetary obligations under the Agreement. The Agreement term will be ___ years. The easement will terminate ___ years after its execution. The easement is not exclusive, meaning the City will continue to have the right to the use and enjoyment of the burdened property.

Copies of the Resolution and the Agreement are and will be available for review at the City Recorder's office located at 3925 W. Cedar Hills Drive, Cedar Hills, Utah, during regular business hours from 9:00 a.m. to 5:00 p.m. Monday-Friday for 30 days after the publication of this notice. During that 30-day period, any person in interest may contest the legality of the Resolution or the Agreement. After that 30-day period has passed, no one may contest the Resolution or the Agreement for any cause whatsoever.

DATED November 18, 2008

__/s/ Kim E. Holindrake _____
City Recorder

INTERLOCAL COOPERATION AGREEMENT

_____, 2008

EASEMENT IN FAVOR OF AMERICAN FORK

The CITY OF CEDAR HILLS, UTAH, ("**Cedar Hills**") and the CITY OF AMERICAN FORK, UTAH, (**"American Fork**") (collectively, the "Parties") enter into this Interlocal Cooperation Agreement (this "Agreement") as of the date written above pursuant to the provisions of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

RECITALS

A. The Act permits public agencies, including the Parties, to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to more efficiently provide facilities, services, and improvements to the general public.

B. The City Council of Cedar Hills has determined that entering into this Agreement will promote the general welfare of Cedar Hills and its residents.

C. The City Council of American Fork has determined that entering into this Agreement will promote the general welfare of American Fork and its residents.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to permit the Parties to work together to grant American Fork an easement for a transmission line to traverse certain real property owned or controlled by Cedar Hills. This Agreement does not create an interlocal entity. No joint facilities or assets are approved under this Agreement.

Section 2. Cedar Hills Agrees to Grant Easement. Cedar Hills agrees to grant American Fork a non-exclusive easement and right-of-way, for the purpose of construction and maintenance of a transmission pipeline, to certain property generally extending from 4800 West to the American Fork Pressurized Irrigation Upper Reservoir. The precise terms of the easement will be as set forth in the Express Easement attached hereto in substantially final form as Exhibit A. American Fork will pay Cedar Hills $_____ as consideration for the easement. The Parties may, before executing the Express Easement, make any alterations or additions to the Express Easement that are necessary to carry out this Agreement.

Section 3. American Fork to Notify and Obtain Consent From Cedar Hills. The easement authorized hereunder is revocable at any time by Cedar Hills. Further, before American Fork may engage in any construction, installation, operation, maintenance, repair,

inspection, or replacement activities under the easement, American Fork shall be required to notify Cedar Hills and obtain consent for each such activity from Cedar Hills. Even where consent from Cedar Hills is given, American Fork shall perform all installation, operation, maintenance, repair, inspection, and replacement activities in a manner that limits to the maximum extent possible any surface disturbance. American Fork must always return the surface to the same condition as it existed before the activity causing any surface disturbance. Such restoration must be performed immediately upon completion of the activity causing the disturbance.

Section 4. Easement Not Exclusive. The easement granted to American Fork is not exclusive. Cedar Hills retains the right at all times to the full use and enjoyment of the property over which the easement traverses, except that as long as the easement has not been revoked, Cedar Hills use will not unreasonably interfere with the transmission pipeline installed within the easement. Cedar Hills agrees to notify American Fork before Cedar Hills engages in any activity altering the property traversed by the easement; however, both Parties agree that American Fork's consent is not required for such activity.

Section 5. Provisions Relating to Bridge. The easement will traverse property that is presently occupied by a bridge. American Fork agrees that before exercising any rights under the easement, American Fork will notify and work with the Cedar Hills Public Works Department. American Fork may not perform any activities affecting the bridge without written pre-approval from the Cedar Hills Public Works Department.

Section 6. Agreement Term. This Agreement shall be in full force and continue in effect for ____ years from the date of execution hereof. Before the expiration of that ____-year term, the Parties may agree to terminate this Agreement by written authorization of the duly authorized representatives of each of the Parties.

Section 7. Property and Financing. This Agreement does not relate to the ownership of any property, real or personal. Each Party will hold its own property. Each Party will be solely responsible for financing its expenses under this Agreement. No budget is necessary under this Agreement.

Section 8. Agreement to be Kept on File. Each Party covenants that this Agreement shall be filed with its keeper of records.

Section 9. Cedar Hills Representations. The Parties each represent and warrant that they are, respectively, a political subdivision of the State of Utah and are authorized to enter into the transactions contemplated by this Agreement and to carry out their respective obligations hereunder. The Parties represent and warrant that they have, respectively, taken all actions required by law to approve and authorize the execution of this Agreement.

Section 10. Assignment. Neither Party may assign any interest herein without consent of the other Party. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each of the Parties.

Section 11. Counterparts. This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original. Each Party agrees that it will execute any and all documents necessary to this Agreement.

Section 12. Entire Contract. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties relating to the subject matter of this Agreement.

Section 13. Amendment. This Agreement may not be modified or amended except in writing, which writing will be signed by the duly authorized representatives of each of the Parties.

Section 14. Severability. If any provision of this Agreement is held to be invalid under applicable law, that provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of that provision or the remaining provisions of this Agreement.

Section 15. Governing Law. This Agreement is governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date written above.

CITY OF CEDAR HILLS, UTAH

_____

Michael C. McGee, Mayor

Attest:

_____

Kim E. Holindrake, City Recorder [SEAL]

Approved as to form and compliance with State law:

_____

Eric T. Johnson, Attorney for Cedar Hills

CITY OF AMERICAN FORK, UTAH

_____

Heber Thompson, Mayor

Attest:

_____

Richard Colborn, City Recorder [SEAL]

Approved as to form and compliance with State law:

_____

Attorney for American Fork

After recording, please return to:
City of Cedar Hills
3925 W Cedar Hills Drive
Cedar Hills UT 84062

EXPRESS EASEMENT

The CITY OF CEDAR HILLS, UTAH, Grantor, hereby QUIT-CLAIMS to the CITY OF AMERICAN FORK, UTAH, Grantee, for good and valuable consideration the following described Express Easement and Right of Way over Grantors' property:

A 20 foot wide non-exclusive easement for installation, operation, maintenance, repair, inspection, and replacement of a transmission pipeline, said easement lying 10 feet on each side of the following described center line:

The Easement granted herein is expressly limited by the conditions that the Grantee must provide notice to the Grantor before exercising any right hereunder, and advance consent from the Grantor is required before the Grantee may engage in any installation, operation, maintenance, repair, inspection, or replacement activities hereunder. Consent from the Grantor shall not be unreasonably withheld. Even where consent from the Grantor is given, the Grantee shall perform all installation, operation, maintenance, repair, inspection, and replacement activities in a manner that limits to the maximum extent possible any surface disturbance. The Grantee must always return the surface to the same condition as it existed before the activity causing any surface disturbance. Such restoration must be performed immediately upon completion of the activity causing the disturbance. The easement granted hereunder is not perpetual, but will terminate ___ years from the date of execution or upon non-use of the easement or the transmission line for any period of 12 consecutive months. The Easement granted herein does not grant Grantee any rights to use the easement for any purpose other than for a water transmission line for secondary irrigation water.

WITNESS, the hand of said Grantor, this ____ day of _____, 2008.

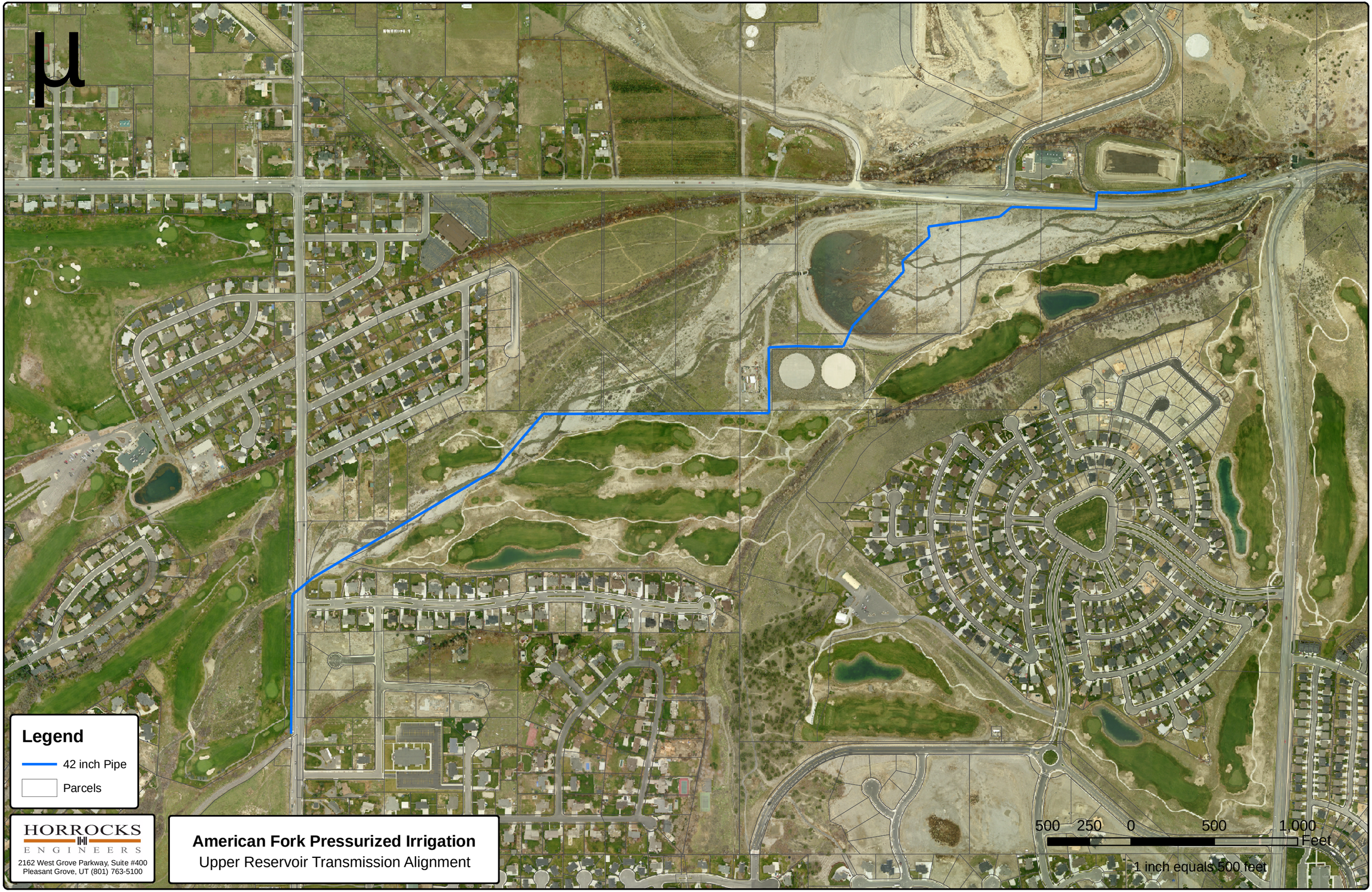
City of Cedar Hills, Utah

_____
Michael C. McGee, Mayor

Attest: _____
Kim E. Holindrake, City Recorder

On this ___ day of _____, 2008, personally appeared before me, Michael C. McGee and Kim E. Holindrake, the Mayor and City Recorder of the City of Cedar Hills, Utah, and signers of the within instrument, who duly acknowledged to me that they did execute the same.

_____
Notary Public



HORROCKS ENGINEERS
2162 West Grove Parkway, Suite #400
Pleasant Grove, UT (801) 763-5100

American Fork Pressurized Irrigation
Upper Reservoir Transmission Alignment

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Greg Robinson, Assistant to the City Manager
DATE:	12/9/2008

City Council
Agenda Item

SUBJECT:	Chase Bank Final Site Plan
APPLICANT PRESENTATION:	Rick Espinosa: CLC Associates
STAFF PRESENTATION:	Greg Robinson, Assistant to the City Manager, Planning

BACKGROUND AND FINDINGS:

Chase Bank has submitted new elevations for final approval. The Planning Commission approved their final elevation with the added two dormers on the North side. The Commission also wanted Chase to bring to the Council different options for the roof access. One was to cover the exposed area in brick, the other to make the access to have the appearance of a chimney.

PREVIOUS LEGISLATIVE ACTION:

11/20/2008 – Received Final Approval from Planning Commission, subject to adding brick, and giving the appearance of a chimney to the roof access.

11/18/2008 – Chase received Concept/Preliminary Approval, subject to adding dormers to North side and an updated sample board.

10/21/2008 – Chase met with the Council to discuss possible options for the appearance of the building showing the Council four options for the building.

9/16/2008 – City Council did not approve the Chase Bank design stating that it did not meet with the Design Guidelines and asked Chase to resubmit a building design that was more colonial in design.

8/28/2008 – Planning Commission; Chase has returned with changes that include: varied roof lines, a pitched roof over the drive thru, slate roof, and corner accents, north and south side pop-outs, and removal of blue accents on front. Chase also included a landscaping plan. Planning Commission recommended approval of the Chase Bank Concept/Preliminary Site Plan.

8/12/2008 – Site Plan Review Committee met with CLC and Chase representatives to discuss changes that needed to be made to the building elevations to better meet the City's Design Guidelines.

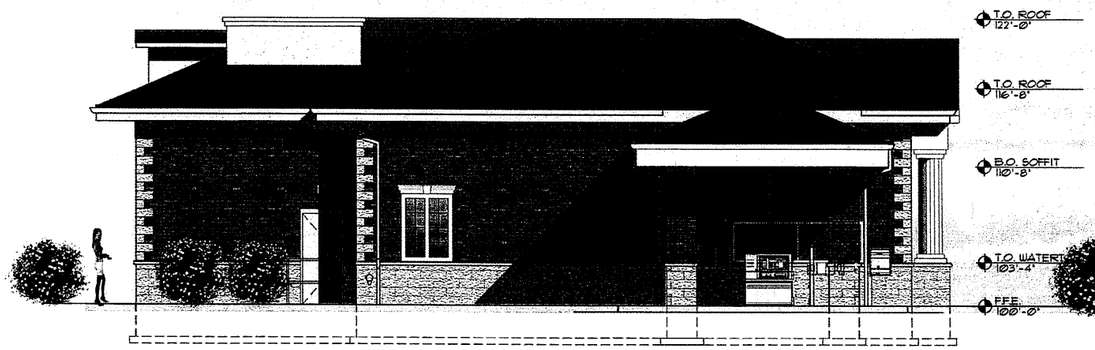
7/31/2008 – Planning Commission denied approval of the site plan due to design issues similar to those from their previous meeting, as well as applicant's inability to come to Planning Commission Meeting to discuss their plans.

5/22/2008 – Planning Commission did not approve the Chase Bank elevations due to design, i.e. slate roof, copulas, varied building facades, and other feature associated with American Colonial Architecture.

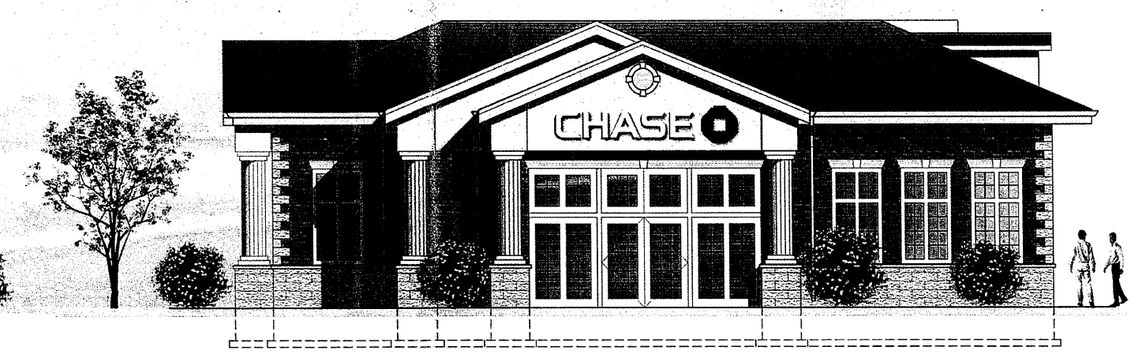
Site Plan Review Committee – Committee was clear that the building elevations did not meet with the

city's design guidelines, and recommended that the applicant rework the building elevations.
FISCAL IMPACT: N/A
SUPPORTING DOCUMENTS: Chase Bank Revised Elevations
RECOMMENDATION: Review the elevations based on city code and design guidelines.
MOTION: To approve/not approve the Final Site Plan for Chase Bank, subject to…

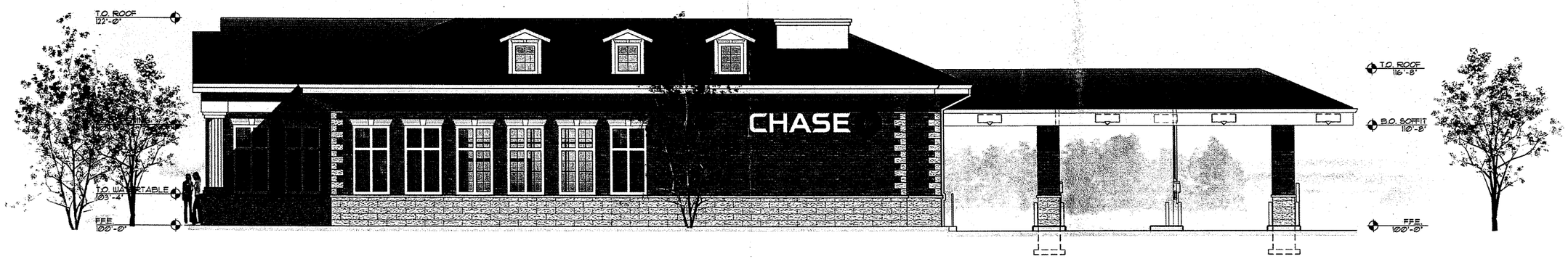
CLC ASSOCIATES
420 EAST, SOUTH TEMPLE, SUITE 550
SALT LAKE CITY, UT 84111
P 801 363 5605
F 801 363 5604
WWW.CLCASSOC.COM



EAST ELEVATION 3/16" = 1'-0"



WEST ELEVATION 3/16" = 1'-0"



SOUTH ELEVATION 3/16" = 1'-0"

NORTH ELEVATION 3/16" = 1'-0"

MATERIAL KEY

(REFER TO SPECIFICATIONS)

BRICK
BRICK-1 'MOUNTAIN RED' BY INTERSTATE BRICK

STONE
STONE-1 'SAVANNAH STONE' ROUGH
STONE-2 'SAVANNAH STONE' SMOOTH

ROOF-1 DARK GRAY SLATE

EXTERIOR INSULATION FINISH SYSTEM
ALL FINISH TO BE QUARTZTONE FINE
EIFS-1 SENERGY 'SADDLEBOAR'

METAL
M-1 BERRIDGE 'SANDSTONE' PREFINISH METAL CAP

EXTERIOR PAINT
PAINT COLORS TO BE DETERMINED

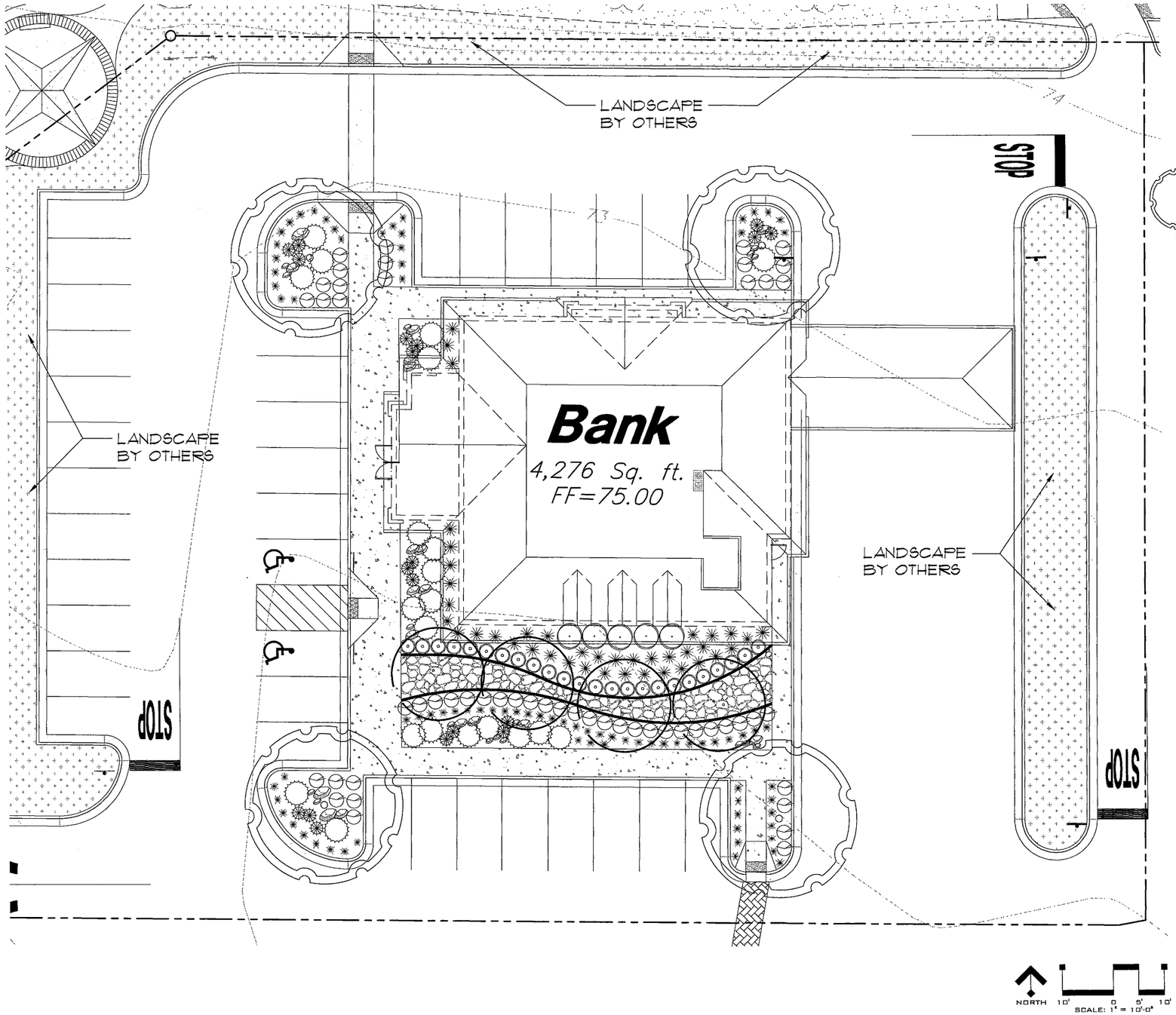
ALUMINUM STOREFRONT SYSTEM
ALUM-1 WHITE ANODIZED W/ LOW 'E' GLAZING

0 5 10 20

CHASE

CHASE BANK CEDAR HILLS, UTAH

CLC ASSOCIATES
420 EAST, SOUTH TEMPLE, SUITE 550
SALT LAKE CITY, UT 84111
P 801 363 5605
F 801 363 5604
WWW.CLCASSOC.COM



PLANT LIST

QUAN.	SYM.	COMMON/BOTANICAL NAME	INSTALLED SIZE	REMARKS
		SHADE/STREET TREES		
4	SU	PATMORE GREEN ASH Fraxinus pennsylvania 'Patmore'	3" CAL. SINGLE TRUNK	FULL CROWN, B&B SPECIMEN QUALITY
		ORNAMENTAL/FLOWERING TREES		
4	KV	KRAUTER VESUVIUS PLUM Prunus cerasifera 'Krauter Vesuvius'	2" CAL. SINGLE TRUNK	FULL CROWN, B&B SPECIMEN QUALITY
		DECIDUOUS SHRUBS		
5	TB	TRICOLOR BUTTERFLY BUSH Buddleja davidii nanhoensis 'Mongo'	#5	SPACING 48" O.C. 5 CANES MIN.
24	GB	GOLDEN BARBERRY Berberis thunbergii atropurpurea nana 'Golden'	#5	SPACING 36" O.C. 5 CANES MIN.
52	CP	CRIMSON PYGMY BARBERRY B. thunbergii atropurpurea nana 'Crimson Pygmy'	#5	SPACING 24" O.C. 5 CANES MIN.
		EVERGREEN SHRUBS		
21	CO	CREEPING OREGON GRAPE Mahonia repens 'Creeping'	#5	SPACING 36" O.C. 5 CANES MIN.
		GRASSES		
40	KF	KARL FOERSTER FEATHER GRASS Calamagrostis x acutiflora 'Karl Foerster'	#3	SPACING AS SHOWN 5 CANES MIN.
82	KR	KARLEY ROSE Pennisetum orientale 'Karley Rose'	#3	SPACING AS SHOWN 5 CANES MIN.
19	AN	ADAMS NEEDLE YUCCA Yucca filamentosa	#3	SPACING AS SHOWN 5 CANES MIN.

COBBLE

1" MINUS WASHED COBBLE STONE - TO BE LOCALLY AVAILABLE - WITH UNDERLAYMENT OF DEWITT PRO 5 WEED BARRIER FABRIC

LANDSCAPE BOULDERS (Minimum 2'x2'x2')

DECORATIVE LANDSCAPE BOULDERS MUST BE FROM AN APPROVED SOURCE. PARTIALLY BURY ALL BOULDERS SIX (6) INCHES DEEP TO NATURALIZE APPEARANCE. VARY SIZES, MAXIMUM SIZE SHALL BE 4'x4'x4'. COORDINATE INSTALLATION TIMING WITH GENERAL CONTRACTOR OR BUILDING ARCHITECT TO AVOID DAMAGE TO HARDSCAPE.

EDGER

6" x 6" CONCRETE MOWSTRIP

LANDSCAPE TO BE DONE BY OTHERS

NOTES:

1. IF QUANTITIES LISTED IN SCHEDULE DO NOT CORRELATE WITH PLANTINGS INDICATED ON PLAN, THE QUANTITIES INDICATED ON THE PLAN SHALL GOVERN. TOTAL PLANT QUANTITIES ARE SHOWN ON SHEET L3.10.

2. ALL DISTURBED AREAS ARE TO BE RESTORED TO ORIGINAL CONDITION.

CLC ASSOCIATES
420 EAST SOUTH TEMPLE
SUITE 550
SALT LAKE CITY
UTAH 84111
P 801 363 5605
F 801 363 5604
CLCASSOC.COM

ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

SITE DEVELOPMENT CONSTRUCTION PLANS
FOR

CEDAR HILLS CHASE BANK

N 48TH WEST AND W CEDAR HILLS DRIVE
CEDAR HILLS, UTAH

STATE OF UTAH
CHAD D. NIELSON
NO. 4881770
LANDSCAPE ARCHITECT

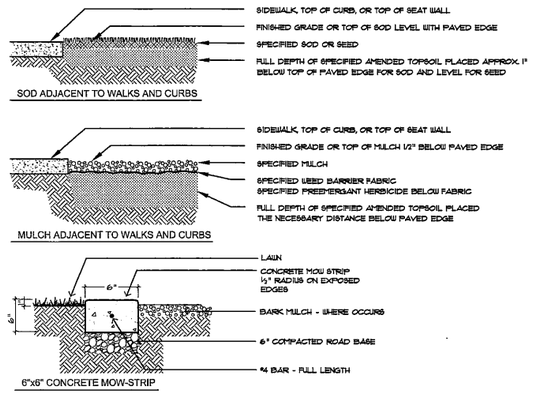
PREPARED UNDER THE DIRECT SUPERVISION OF CHAD D. NIELSON, ASLA UTAH REGISTRATION NO. 4881770 FOR AND ON BEHALF OF CLC ASSOCIATES

DATE	DESCRIPTION

LANDSCAPE PLAN

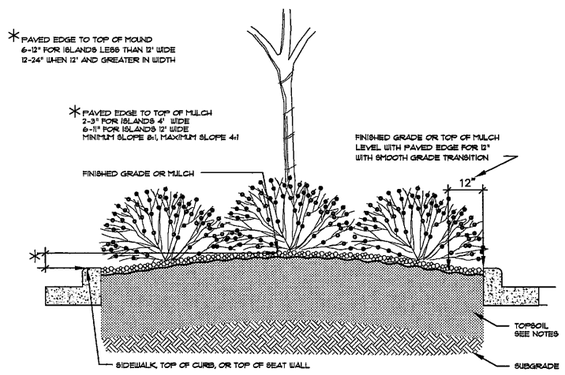
PROJECT #: 07.0256
DRAWN BY: SAA
DESIGNED BY: SAA
CHECKED BY: CDN

L3.10



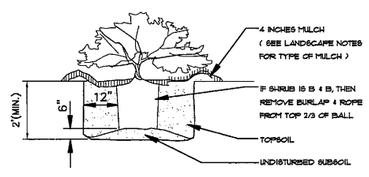
A EDGE TREATMENT

NOT TO SCALE



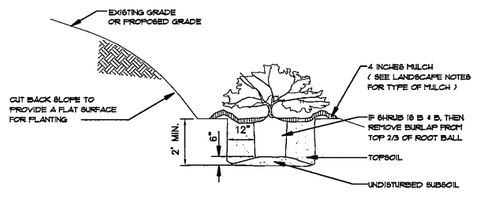
B MOUNDED ISLAND-SHRUBS & TREES

NOT TO SCALE



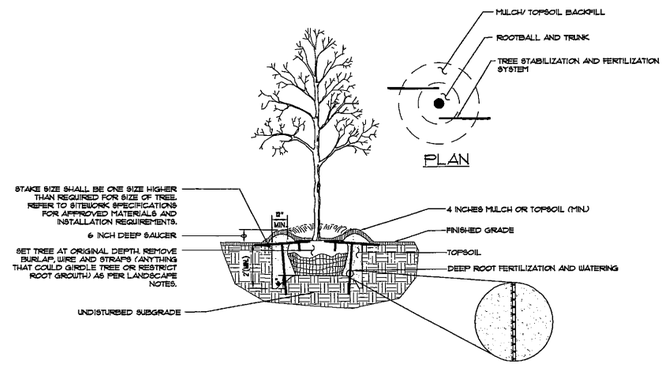
C SHRUB PLANTING

NOT TO SCALE



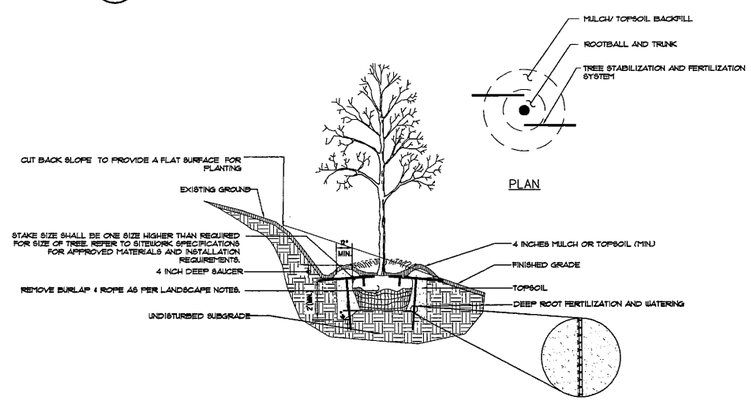
D SHRUB PLANTING ON SLOPE

NOT TO SCALE



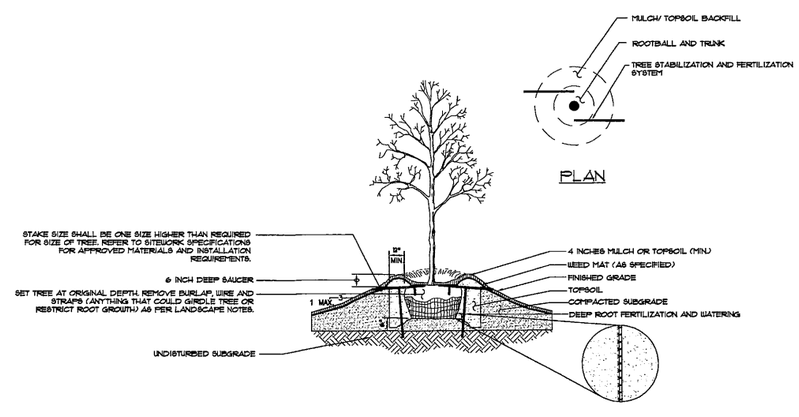
G TREE PLANTING/STABILIZATION

NOT TO SCALE



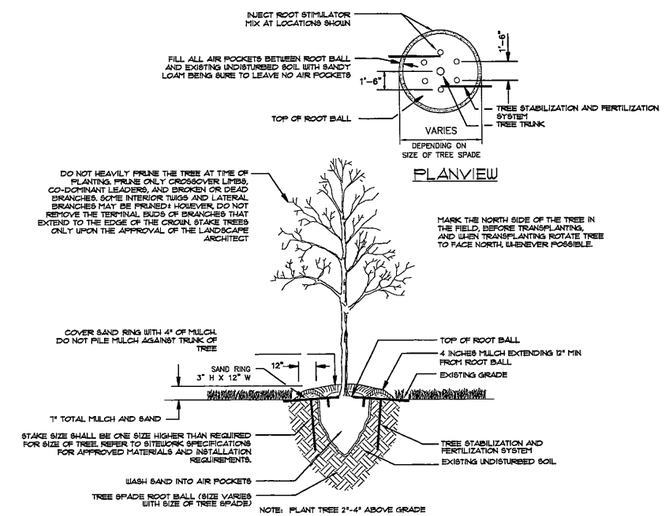
F TREE PLANTING/STABILIZATION ON SLOPE

NOT TO SCALE



E LANDSCAPE BERM w/ TREE PLANTING/STABILIZATION

NOT TO SCALE



H MACHINE DUG TREE PLANTING

NOT TO SCALE

LANDSCAPE NOTES

1. PLANTING PLAN IS DIAGRAMATIC. CONTRACTOR SHALL VERIFY PLANT QUANTITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN PLANT SYMBOLS AND QUANTITIES.

2. THIS LANDSCAPE ARCHITECTURAL SITE PLAN IS TO BE USED IN CONJUNCTION WITH THE CIVIL, IRRIGATION, MECHANICAL, ELECTRICAL, AND ARCHITECTURAL SITE PLANS TO FORM COMPLETE INFORMATION REGARDING THIS SITE.

3. LANDSCAPE CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES AND SPECIFICATIONS.

4. ALL MATERIAL AND WORKMANSHIP SHALL BE GUARANTEED FOR ONE YEAR, FROM DATE OF FINAL ACCEPTANCE.

5. LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.

6. BEFORE COMMENCING WORK, CONTACT APPROPRIATE UTILITY COMPANIES FOR UTILITY LOCATIONS, AND COORDINATE WITH GENERAL CONTRACTOR IN REGARD TO LOCATION OF PROPOSED UTILITIES, IRRIGATION SLEEVES, CONDUITS, ETC.

7. ALL PLANT MATERIALS SHALL MEET OR EXCEED SIZE IN SCHEDULES. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REFUSE PLANT MATERIALS WHICH DO NOT MEET THE QUALITY REQUIRED FOR THE PROJECT PER SPECIFICATIONS. ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS, ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND.

8. ALL TREES TO BE STAKED.

9. ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

10. INSTALL 4-INCHES OF SHREDDED BARK MULCH IN ALL SHRUB BEDS, COLOR TO MATCH COBBLE SPECIFIED ON PLANS. MULCH TO BE LOCALLY AVAILABLE. INSTALL DEWITT PRO-5 WEED BARRIER FABRIC UNDER ALL SHRUB BEDS AND PARKING ISLANDS. APPLY SPECIFIED OR APPROVED PRE-EMERGENT HERBICIDE IN ALL SHRUB BEDS 10 DAYS PRIOR TO ANY IRRIGATION OR PLANTING WORK.

11. ALL B&B PLANT MATERIAL SHALL HAVE ALL WIRE, TWINE OR OTHER CONTAINMENT MATERIAL, EXCEPT FOR THE BURLAP, REMOVED FROM THE TRUNK AND ROOT BALL OF THE PLANT PRIOR TO PLANTING. REMOVE THE TOP 2/3 OF THE BURLAP AFTER PLACING THE PLANT IN THE PIT. TREES AND SHRUBS SHALL NOT BE PLANTED PRIOR TO INSTALLATION OF TOPSOIL.

12. TOPSOIL
STOCKPILED AND/OR IMPORTED TOPSOIL MUST MEET RECOMMENDATIONS PER UTAH STATE UNIVERSTIY COOPERATIVE EXTENTIONS BULLETIN: "TOPSOIL QUALITY GUIDELINES FOR IDEAL TOPSOIL QUALITY", (KOENIG, MAY 1997, AG/SO-02). DISTRIBUTE EXISTING AMENDED TOPSOIL TO A MINIMUM DEPTH OF SIX (6) INCHES IN TURF AREAS AND TWELVE (12) INCHES IN SHRUB BEDS.

13. FERTILIZER FOR ALL TREE AND SHRUB BEDS SHALL BE TRIPLE SUPERPHOSPHATE (16-16-8) AND SHALL BE APPLIED ACCORDING TO MANUFACTURERS RECOMMENDATIONS.

14. TREES PLANTED ADJACENT TO PUBLIC ROADS AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLANT LOCATED OVER THE SIDEWALK AND/OR ROAD.

15. ALL LANDSCAPE NOTES SHALL BE COORDINATED WITH ALL APPLICABLE SPECIFICATION SECTIONS. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR BEFORE PROCEEDING WITH WORK.

16. ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEANED OUT PRIOR TO INSTALLATION OF TOPSOIL, TREES, SHRUBS, AND TURF.

CLC ASSOCIATES
420 EAST SOUTH TEMPLE
SUITE 550
SALT LAKE CITY
UTAH 84111
P 801 363 5605
F 801 363 5604
CLCASSOC.COM

ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

SITE DEVELOPMENT CONSTRUCTION PLANS
FOR

CEDAR HILLS CHASE BANK

N 48TH WEST AND W CEDAR HILLS DRIVE
CEDAR HILLS, UTAH

STATE OF UTAH
CHAD D. NIELSON
NO. 4881770
LANDSCAPE ARCHITECT

PREPARED UNDER THE DIRECT SUPERVISION OF CHAD D. NIELSON, ASLA UTAH REGISTRATION NO. 4881770 FOR AND ON BEHALF OF CLC ASSOCIATES

DATE	DESCRIPTION

LANDSCAPE DETAILS

PROJECT #: 07.0256
DRAWN BY: SAA
DESIGNED BY: SAA
CHECKED BY: CDN

L3.90

CITY OF CEDAR HILLS

TO: Mayor McGee, City Council and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: December 3, 2008

City Council
Memorandum

SUBJECT: Resolution Adopting Fees
APPLICANT PRESENTATION:
STAFF PRESENTATION: Konrad Hildebrandt

BACKGROUND AND FINDINGS:
Brad Kearl, Chief Building Official, is proposing licensing fees for commercial entities.

Any additional changes may also be added.

PREVIOUS LEGISLATIVE ACTION:
Tabled from the November 18, 2008, City Council Meeting.

FISCAL IMPACT:

SUPPORTING DOCUMENTS:
- Proposed Resolution and Fee Schedule
- Memo from Brad Kearl

RECOMMENDATION
To adopt the resolution with any amendments.

MOTION
To adopt Resolution No. _____, A Resolution adding, amending, or deleting certain fees of the official fee schedule of the City of Cedar Hills, Utah.

CITY OF CEDAR HILLS

TO:	City Council
FROM:	Brad Kearl-Zoning Administrator
DATE:	December 9, 2008

City Council
Memorandum

SUBJECT:	Beer License Fee Schedule
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Brad Kearl

BACKGROUND AND FINDINGS:

C. Perry inquired about grounds for revocation, fines for violations, plans for enforcement and protection against sales to minors, or other violations of established law.

According to Utah State Code, all these items are addressed and written by the Legislature.

Utah Code, Title 32A Chapter 12 covers all the criminal aspects of the law.

Utah Code, Title 32a Chapter 10 addresses the State and Local Licensing concerning revocation issues and authority of local jurisdictions.

The UDABC established a violation grid, which was set by the Commission to prosecute violations.

Beer License fees are set by each individual jurisdiction.

Through researching other cities fees and considering the additional public safety, zoning inspection/enforcement, and administrative requirements, fees have been set. The City of Provo's fees are nearly double that what staff is proposing. Staff feels the lower fee amounts of the cities reviewed is more accurately justifiable for a city our size.

PREVIOUS LEGISLATIVE ACTION:

Item tabled by Council with request of additional information.

FISCAL IMPACT:

NONE

SUPPORTING DOCUMENTS:

Please refer to www.le.state.ut.us/~code/TITLE32A/TITLE32A.htm Utah Code--Title 32A -- Alcoholic Beverage Control Act

Utah Code, Title 32A Chapter 10

Utah Code, Title 32A Chapter 12

RECOMMENDATION:

To approve staff recommended fee schedule.

MOTION:

RESOLUTION NO. _____

A RESOLUTION ADDING, AMENDING, OR DELETING CERTAIN FEES TO THE OFFICIAL FEE SCHEDULE OF THE CITY OF CEDAR HILLS, UTAH.

WHEREAS, the City has enacted various ordinances and fee resolutions setting certain fees for the City; and

WHEREAS, the City Council desires to provide an updated schedule of all City fees; and

WHEREAS, the purpose of this resolution is to add, amend or delete certain fees on the fee schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, as follows:

Section 1
Adoption

Pursuant to the provisions of Section 10-3-717 UCA, 1953, as amended, the City Council hereby adopts the schedule of fees for certain municipal services provided by the City as set forth under Attachment A, which is attached hereto and by this reference made part of this Resolution.

Specific fees to be added, amended, or deleted are as follows:

Fee Type	Current Fee	Amended/Added Fee
Commercial - Base	$50	$75
Commercial - Building and Fire Inspection - Per Year	-0-	$60
Commercial - Beer License Class "A" - Beer sold in original containers, to be consumed off the premises, such as grocery stores and convenience stores.	-0-	$190
Commercial - Beer License Class "B" - Beer to be consumed on the premises, not to exceed 30% of gross sales, such as restaurants.	-0-	$150

Commercial - Beer License Class "C" - Beer to be consumed on the premises for customers over 21 years of age, such as taverns and beer bars.	-0-	$213
Commercial - Beer License Class "D" - Special events for bona fide corporations, churches, political organizations, associations or a subordinate lodge, chapter, convention, civic or community enterprise, non-profit fundraiser.	-0-	$150
Commercial - Liquor Consumption License - Consumption of liquor on the premises such as restaurants.	-0-	$16

Section 2
Update/Adjustment of Fees

1. Any subsequent fee resolutions for any or all of the fees contained within this fee schedule shall have the effect of updating and/or adjusting the fee schedule accordingly.
2. Any adjustment that is needed for those fees not created by a separate fee resolution shall be accomplished only by amending or repealing this resolution and adoption of a new fee resolution.

Section 3
Severability

If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not effect the validity or constitutionality of any other section, sentence, clause, or phrase of this resolution.

All resolutions or policies in conflict herewith are hereby repealed.

PASSED AND APPROVED THIS 18TH DAY OF NOVEMBER, 2008.

_____
Michael C. McGee, Mayor

ATTEST:

_____
Kim E. Holindrake, City Recorder

City of Cedar Hills - Fees, Bonds, and Fines Schedule
EFFECTIVE:

Fee	Amount	When Collected	Enabling Legislation (if applicable)
New Construction Fees			
Construction Water Fee	$150.00	Building Permit	
Water Meter & Installation	$375.00	Building Permit	Resolution 6-21-2005A
Water Lateral Inspection	$75.00	Building Permit	Resolution 4-18-2006C
Sewer Lateral Inspection	$75.00	Building Permit	Resolution 4-18-2006C
Gas Line Inspection	$35.00	Building Permit	
Pressurized Irrigation Infrastructure	$9.95 x # of months	Building Permit	Resolution 4-6-2004B
Commercial/Industrial Plan Check	Based on valuation	Building Permit	International Building Code
Residential Plan Check	Based on valuation	Building Permit	International Building Code
Building Permit	Based on valuation	Building Permit	International Building Code
Plumbing Permit	$35.00	Building Permit	Resolution 6-21-2005A
Mechanical Permit	$35.00	Building Permit	Resolution 6-21-2005A
Electrical Permit	$35.00	Building Permit	Resolution 6-21-2005A
Building w/no Permit	$100 initial (2 week grace, then $100 per day)		Resolution 6-21-2005A
1% State Fee	1% of Building Permit	Building Permit	International Building Code
Re-inspection Fee	$100.00	Prior to Re-inspect	Resolution 9-20-2005A
Refundable Improvement Bond	$1,000.00	Building Permit	
Landscape Installation Bond	$2,000.00	Building Permit	Resolution 12-12-2007B
Non-Participating Subdivision			
Water Line	$5/Lineal Foot	Building Permit	
Sewer Line	$4/Lineal Foot	Building Permit	
Sidewalk	$15/Lineal Foot	Building Permit	
Street Excavation/Cut Permit	$75.00	at Application	Resolution 9-20-2005A
Street Excavation/Cut Without Permit	$500.00	Per Day	Resolution 9-20-2005A
Engineering/Public Works Inspection	Actual Cost	During Development	
Staging in the Street	$100 initial (2 week grace, then $100 per day)		
Fee in Lieu of Property Tax	Residential Properties: Assessed Value (55% of market value) x Certified Tax Rate x Percent of Year Remaining	Building Permit	Resolution 4-18-2006C
	Other Types of Properties: Property Value x Certified Tax Rate x Percent of Year Remaining	Building Permit	Resolution 4-18-2006C

City of Cedar Hills - Fees, Bonds, and Fines Schedule
EFFECTIVE:

Fee		Amount	When Collected	Enabling Legislation (if applicable)
Impact Fees				
Park Development	Single Family	$1,170.00	Building Permit	Resolution 8-21-2007C
Park Development	Multi Family - Per Unit	$1,185.00	Building Permit	Resolution 8-21-2007C
Park Land	Single Family	$4,378.00	Plat Recording	Resolution 8-21-2007C
Park Land	Multi Family - Per Unit	$4,437.00	Plat Recording	Resolution 8-21-2007C
Recreation Facilities		$1,640.00	Building Permit	Resolution 6-6-2000C
Culinary Water - Lower Pressure Zone		$1,661.00	Plat Recording	Resolution 4-17-2007B
Culinary Water - Upper Pressure Zone		$2,167.00	Plat Recording	Resolution 4-17-2007B
Public Safety - Residential	Per Unit	$537.00	Building Permit	Resolution 7-17-2007B
Public Safety - Commercial	Per 1,000 Unit	$246.00	Building Permit	Resolution 7-17-2007B
Public Safety - Nursing Homes		$2,430.00	Building Permit	Resolution 7-17-2007B
Public Safety - Big Box Retail		$700.00	Building Permit	Resolution 7-17-2007B
Wastewater (TSSD)		$3,120.00	Building Permit	Per TSSD
Wastewater (Cedar Hills)				
80 Rod Ditch		$92.00	Building Permit	Resolution 4-7-98C
South Aqueduct		$586.00	Building Permit	Resolution 4-7-98C
Roadway (Streets)		$1,314.00	Building Permit	Resolution 4-17-2007B
Land Use Application Fees-Non Refundable				
General Plan Amendment		$450.00	at Application	
Zoning Map or Ordinance Change		$450.00	at Application	
Concurrent General Plan and Zone Change		$650.00	at Application	
Conditional Use		$150.00	at Application	
Appeal (City Council)		No Charge	at Application	
Board of Adjustment		$100.00	at Application	Resolution 5-6-2008A
Relief Petition (Watershare Adjustment)		$250.00	at Application	
Reimbursement Agreement		$500.00	at Application	
Development Fees				
Site Plan Review		$100.00	at Application	
Concept Plan		$150 + $15/lot	at Application	
Preliminary Plan		$300 + $30/lot	at Application	
Final Plan (or Site Plan approval)		$200 + $20/lot	at Application	Resolution 4-18-2006C
Minor Subdivision (1 or 2 lots)		$200 + $20/lot	at Application	
Improvement Bond		125% of Imp. Cost	Prior to Recording	
Recording Fee		Per Utah County	Prior to Recording	
Annexation		$250.00	at Application	Resolution 9-5-2006A
Release of Building Setback		$100.00	at Application	Resolution 5-6-2008A

City of Cedar Hills - Fees, Bonds, and Fines Schedule
EFFECTIVE:

Fee		Amount	When Collected	Enabling Legislation (if applicable)
Utility Fees				
Water (No PI Available)	Base Rate (no usage)	$6.00	Per Month	Resolution 6-19-2007A
	1-10,000	$1.25	Per 1,000 gallons	Resolution 6-19-2007A
	10,001-12,000	$2.00	Per 1,000 gallons	Resolution 6-19-2007A
	12,001-18,000	$2.50	Per 1,000 gallons	Resolution 6-19-2007A
	18,000+	$1.50	Per 1,000 gallons	Resolution 6-19-2007A
Water (PI Available)	Base Rate (no usage)	$6.00	Per Month	Resolution 6-19-2007A
	1-10,000	$1.25	Per 1,000 gallons	Resolution 6-19-2007A
	10,001-12,000	$2.00	Per 1,000 gallons	Resolution 6-19-2007A
	12,001-18,000	$3.00	Per 1,000 gallons	Resolution 6-19-2007A
	18001+	$4.00	Per 1,000 gallons	Resolution 6-19-2007A
Water (PI Not Connected)	Base Rate (no usage)	$6.00	Per Month	Resolution 6-19-2007A
	1-6,000	$2.00	Per 1,000 gallons	Resolution 6-19-2007A
	6,001-12,000	$3.00	Per 1,000 gallons	Resolution 6-19-2007A
	12,001-18,000	$4.00	Per 1,000 gallons	Resolution 6-19-2007A
	18001+	$5.00	Per 1,000 gallons	Resolution 6-19-2007A
Sewer	Base Rate	$8.44	Per Month	
	Per 1,000 gal over base	$1.75	(winter water usage)	
Sewer - Nonresident	Double average resident rate	$44.88	Per Month	Resolution 12-12-2007B
Sewer - Nonresident	Beginning 1-1-2008 if no Boundary Adjustment or Disconnection/Annexation documentation is filed with the City of Cedar Hills and other municipality.	4 x Cedar Hills Resident Rate	Per Month	Resolution 10-2-2007C
Sewer - Nonresident	Beginning 7-1-2008 if the Boundary Adjustment or Disconnection/Annexation is not complete between the City of Cedar Hills and other municipality.	8 x Cedar Hills Resident Rate	Per Month	Resolution 10-2-2007C
Garbage	1 Toter	$10.80	Per Month	Resolution 6-3-2008A
	Each Additional Toter	$7.08	Per Month/min. 6 mths	Resolution 6-3-2008A
Storm Drain/Flood Control		$5.75	Per Month	Resolution 2-19-2008B
Central Utah Water Conservancy (CUP)		$4.95	Per Month	Resolution 6-19-2007A
Pressurized Irrigation	Base Rate	$11.95	(Begins 1-1-2004)	Resolution 6-19-2007A
(Add to base rate)	Lot Size-1/4 acre or less	$12.05	Per Month	Resolution 4-15-2003A
	1/4 acre to 1/3 acre	$16.05	Per Month	Resolution 4-15-2003A
	1/3 acre to 1/2 acre	$19.05	Per Month	Resolution 4-15-2003A
	Large Water Users determined by City		Per Month	Resolution 4-15-2003A
Recycling	1 Toter	$4.79	Per Month/min. 6 mths	Resolution 6-3-2008A
	Each Additional Toter	$2.08	Per Month/min. 6 mths	Resolution 6-3-2008A
Set-up Fee		$50.00	Per Account	Resolution 6-18-2002A
ACH NSF		$15.00		Resolution 6-21-2005A

City of Cedar Hills - Fees, Bonds, and Fines Schedule
EFFECTIVE:

Fee		Amount	When Collected	Enabling Legislation (if applicable)
Penalty Fees/Fines				
Reset Water Meter		$1,000.00	Prior to Reset	
Utility Disconnection	1st Offense	$50.00	Prior to Reconnect	Resolution 4-17-2007B
	2nd Offense	$75.00	Prior to Reconnect	Resolution 4-17-2007B
	3rd Offense + each offense thereafter	$100.00	Prior to Reconnect	Resolution 4-17-2007B
Landscape Installation Fine	Offenses 1-12	$50.00	Per Month	Resolution 9-5-2006A
	Offenses 13 +	$100.00	Per Month after 12 Months	
Landscape Watering Fine	1st Offense	No Charge		Resolution 4-18-2006C
	2nd Offense + each offense thereafter	$50.00		
Motor Vehicle Trespass	1st Offense	$50.00		Resolution 12-12-2007B
	2nd Offense	$250.00		
	3rd Offense + each offense thereafter	$750.00		
Parking Violations Fine		$35.00	Per Occurrence	Resolution 8-19-2008A

City of Cedar Hills - Fees, Bonds, and Fines Schedule
EFFECTIVE:

Fee		Amount	When Collected	Enabling Legislation (if applicable)
Business Licensing				
Business License				
Commercial	Base	$50.00	Per Year	Resolution 6-18-2002A
Commercial	Base	$75.00	Per Year	
	Building and Fire Inspection	$60.00	Per Year	
	Additional Per Employee	$10.00	Per Year	Resolution 6-18-2002A
Beer License - Class "A"	Beer sold in original containers, to be consumed off the premises, such as grocery stores and convenience stores.	$190.00	Per Year	
Beer License - Class "B"	Beer to be consumed on the premises, not to exceed 30% of gross sales, such as restaurans.	$150.00	Per Year	
Beer License - Class "C"	Beer to be consumed on the premises, for customers over 21 years of age, such as taverns and beer bars.	$213.00	Per Year	
Beer License - Class "D"	Special events for bona fide corporations, churches, political organizations, associations or a subordinate lodge, chapter, convention, civic or community enterprise, non-profit fundraiser.	$150.00	Per Year	
Liquor Consumption License	Consumption of liquor on the premises such as restaurants.	$16.00	Per Year	
Bond - Sexually Oriented Business		$20,000.00	at Application	Resolution 8-19-2008A
Residential				
Home/Premises/PedVen/Solic	Base	$50.00	Per Year	Resolution 6-21-2005A
Home/Premises Occupation	Annual	Base plus $5.00	Per Year	Resolution 6-18-2002A
Peddlers, Vendors	Annual	Base plus $10.00	Per Year	Resolution 2-20-2007A
Solicitation (door-to-door)	Annual	Base + $15 + $5 per badge	Per Year	Resolution 4-17-2007B
Other Fees				
Late Fee	(30-day grace period)	$10.00	Per Month	Resolution 4-18-2006C
Inspection Fee	One reinspection allowed, then charged fee each time thereafter	$25.00		Resolution 2-20-2007A
Replacement/Duplicate License		$5.00		Resolution 2-20-2007A
Forfeiture of Fees	Applicant fails to complete requirements	Fees Forfeited		Resolution 2-20-2007A

City of Cedar Hills - Fees, Bonds, and Fines Schedule
EFFECTIVE:

Fee		Amount	When Collected	Enabling Legislation (if applicable)
MISC Fees				
Other fees				
Returned Check		$15.00		Resolution 4-6-2004B
Copies	8.5 x 11	$0.25		Resolution 6-18-2002A
Copies - Colored	8.5 x 11	$0.50		Resolution 9-20-2005A
Design Standard Book		$35.00		Resolution 6-18-2002A
Grama Request	Per 8.5 x 11 copy	$0.25 black/white $0.50 color		Resolution 6-18-2002A
Grama Request	Compiling, Formatting, Manipulating,	$0 first quarter hour		Resolution 2-20-2007A
	Packaging, Summarizing or Tailoring	$15 per hour thereafter		
Park - Resident	Per hour - each area	$8.00		Resolution 6-18-2002A
Park - Non Resident	Per hour - each area	$16.00		Resolution 6-18-2002A
Park - Reservation Refund	Administrative Cost to Refund Fee	$8.00		Resolution 4-17-2007B
Postage		Actual Cost		
Sign Permit		$1.00	Per Sign, Per Occurrence	Resolution 4-18-2006C
Public Works				
No-fault Meter Re-Read		$15.00		Resolution 6-21-2005A
Shut-off 2nd Notice		$15.00		Resolution 6-21-2005A
0-3 day No account Water Turn on/off		$30.00		Resolution 9-5-2006A
PI hookup/assistance		$30.00	per hour	Resolution 6-21-2005A
Water Testing		$50.00	Per Request	Resolution 4-18-2006C
Re-Inspection Fee		$100.00	Per Occurrence	Resolution 12-12-2007B
Street Closure Fee		$40.00		Resolution 9-5-2006A
	Deposit	$250.00		
Universal City Late Fee		$10.00		Resolution 6-21-2005A
Nuisance		$100.00	Each Day/First Week	Ordinance 6-17-2003A
		$200.00	Each Day Thereafter	Ordinance 6-17-2003A
911 False Alarm		Actual Dispatch Cost	Each Occurrence	Resolution 6-19-2007A

CITY OF CEDAR HILLS

TO: Mayor McGee, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: December 3, 2008

City Council
Memorandum

SUBJECT: Amendments to the City Code, Title 2, Chapter 1, Parks and Trails Advisory Committee
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake, City Recorder

BACKGROUND AND FINDINGS:
This is a cleanup project. Following changes made to the Planning Commission and Board of Adjustment sections of the City Code, staff felt there needed to be changes made to meet the same standards for the Parks and Trails Committee.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

SUPPORTING DOCUMENTS:
- Proposed Ordinance

RECOMMENDATION
To approve the ordinance.

MOTION
To approve Ordinance No. _____, an ordinance amending the City Code, Title 2, Chapter 1, Parks and Trails Advisory Committee, of the City of Cedar Hills, Utah.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE, TITLE 2, CHAPTER 1, PARKS AND TRAILS ADVISORY COMMITTEE, OF THE CITY OF CEDAR HILLS, UTAH.

WHEREAS, the City Council desires to amend the Bylaws of the Parks and Trails Advisory Committee of the City of Cedar Hills, Utah.

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

PART I
AMENDMENTS

Section 1. Title 2, Chapter 1, of the City Code, entitled Parks and Trails Advisory Committee, is hereby amended to read as follows:

2-1-1: **COMMITTEE ESTABLISHED:** The Parks and Trails Advisory Committee of the City of Cedar Hills is hereby established on February 16, 1999.

2-1-2~~4~~ **DUTIES AND RESPONSIBILITIES:** The Committee shall act in an advisory capacity to the City Council and shall have the following duties and responsibilities:

A. To advise the City Council on the methods and means of enhancing the beauty of the City.

B. ~~To make recommendations concerning the abatement of noxious weeds and unsightly or deleterious objects.~~

~~C.~~ To assist the City Council in public relations concerning City beautification matters.

C~~D~~. To make recommendations to the City Council for programs such as Arbor Day, Clean-Up, National Trails Day, and Home Beautification projects.

~~E. To undertake studies and make recommendations concerning the landscaping of homes and businesses.~~

~~F. To sponsor contests for holiday decorations and, if appropriations therefor have been made by the City Council, make awards to the winners.~~

D~~G~~. To encourage residents, businesses, and property owners to participate in spring

clean-up and fall clean-up activities.

E~~H~~. To recognize those residents and/or businesses that have made a significant contribution to the beautification of the neighborhood or surrounding area. Such recognition may include the payment of a financial award, if appropriation therefor is made by the City Council.

F~~I~~. To solicit gifts or bequests from any person or source, on behalf of the City, for the development or improvement of civic pride or for beautification projects. Such gifts or bequests shall be received by the City Treasurer and shall be put in a special fund for the purpose for which the money was received.

G~~J~~. To recommend changes in City ordinances, policies, and practices to encourage and enhance the beautification of the City.

H~~K~~. To participate in the development of the Urban Forestry Program for the betterment, care, and maintenance of City and Non-City Trees.

I~~L~~. To participate in the development and periodic updating of a Street Tree Master Plan and Parks and Trails Master Plan.

J~~M~~. To make recommendations regarding park and trail expansions ~~and/or maintenance issues~~.

K~~N~~. To prepare and present periodic reports to the City Council on the progress and status of the ~~Parks and Trails~~ Committee.

L~~O~~. To complete specific parks, trails, and beautification projects for the City Council, as assigned.

2-1-3 **MEMBERSHIP:** The Committee shall consist of ~~seven (7) members,~~ five (5) ~~of whom shall be known as~~ regular ~~voting~~ members~~. The two (2) additional nonvoting members~~ and two (2) ex officio members, which shall be a member of the City Council and a member of the Planning Commission.

2-1-4: MODE OF APPOINTMENT; REMOVAL; VACANCIES:

A. Appointment of Ex Officio Members: One (1) ex officio member shall be appointed by the City Council from its own members and shall be the Council representative to the Committee. One (1) ex officio member shall be appointed by the Planning Commission from its own members and shall be the Planning Commission representative to the Committee. These members shall serve without authority to vote on matters coming before the Committee.

B. Reappointment of Member: Within thirty (30) days prior to the term expiration of a regular member, the Mayor shall make a recommendation to the City Council on whether to reappoint the member to another term or not. The Mayor will send written notification to the member 30 days prior to the term expiration notifying him of the decision. The City Council will then vote on whether to reappoint the member or not. If the member is not reappointed by a vote of the City Council, then a vacancy shall be declared.

C. Appointment of New Members: Within thirty (30) days of the declaration of a vacancy on the Committee, the Mayor shall make a recommendation to the City Council on appointments to the Committee. If the City Council does not confirm the Mayor's recommendation within forty-five (45) days of the vacancy, then the City Council may vote to appoint a new regular member.

~~**2-1-2: APPOINTMENTS:** Committee appointments shall be made as follows:~~

~~A. The Committee Chair, with advice and consent of the Committee, shall submit names for Committee appointments to the Mayor.~~

~~B. Committee members shall be appointed by the Mayor, with the advice and consent of the City Council.~~

D~~C~~. ~~Committee m~~ Members shall be residents of the City.

E~~D~~. ~~Committee m~~ Members shall be selected without respect to political affiliation.

~~**2-1-5 REMOVAL AND VACANCY:**~~

F~~A~~. Removal: Any regular member of the Committee may be removed from office by the Mayor, with the advice and consent of the City Council. If the City Council confirms the removal, then a vacancy shall be declared and filled in the manner set herein.

~~B. Residence Outside City: A member's office automatically becomes vacant if the member establishes residence outside of the City, or lives outside of City boundaries for a continuous period of more than 60 days.~~

G~~C~~. Failure To Attend Meetings: Upon failure of any regular member to attend three (3) consecutive meetings, without being excused by the Committee Chair, shall be construed as grounds for resignation from the Committee by absence. The ~~, the~~ Committee Chair may recommend removal of the member ~~termination of that appointment~~ to the Mayor and the removal process shall take place in the manner set herein. ~~City Council and the City Council may remove the incumbent from the~~

~~Committee, and declare the position vacant to be filled in the manner set herein.~~

H~~D~~. Vacancies:

1. Vacancies shall be filled for the unexpired term of any regular member whose office becomes vacant.

2. Vacancies ~~occurring other than through the expiration of a regular term~~ shall be filled according to the paragraph titled, Appointment of New Members ~~by appointment by the Mayor, with the advice and consent of the City Council~~.

2-1-5~~3~~: TERM OF OFFICE:

A. The term of office of regular members shall be three (3) years and shall expire on December 31 of the final year of appointment. Each regular member shall be eligible for one (1) additional three (3) year term. Partial terms shall not be considered in determining whether a person has served two (2) consecutive terms.

B. The terms of the ex officio members shall be as determined by action of the City Council and Planning Commission respectively.

~~A. Specified: The term of office for Committee members, except for the City Council representative and Planning Commission representative shall be three (3) years. Terms shall expire on December 31 of the final year of appointment.~~

~~B. Additional Term: Each of the Committee members, except for the City Council representative and Planning Commission Representative, shall be eligible for one (1) additional three (3) year term.~~

~~C. Consecutive Terms: No person shall serve more than two (2) consecutive terms on the Committee. Partial terms shall not be considered in determining whether a person has served two (2) consecutive terms.~~

~~D. City Council And Planning Commission Representatives: The term of the City Council representative on the Committee shall be determined by the Mayor and the term of the Planning Commission representative shall be determined by the Planning Commission.~~

~~E. Continuance In Office: Each term shall continue until a successor is chosen and qualified, except in the case of the member's death, resignation, removal, or disqualification from holding office.~~

2-1-6~~7~~ ORGANIZATION OF MEETINGS:

A. Chair~~person~~: ~~The Committee shall select one of its members annually at the first January meeting of the year to be Chairperson. Neither the City Council representative, nor the Planning Commission representative shall be eligible for the Chair.~~ The Chair shall preside at all Committee meetings and set Committee agendas. The Chair ~~shall also be an ex-officio member of all sub-committees and~~ shall be the sole spokesperson for the Committee unless this responsibility is delegated in writing. ~~A Chairperson~~ The Chair shall serve for one (1) year and may serve consecutive terms.

B. Monthly Meetings: The Committee shall meet at least once each month from February through October and may meet more often at the direction of the Chair ~~its Chairperson~~.

C. Annual Meeting Schedule: The Committee shall adopt an annual meeting schedule at the first regular meeting of the Committee.

D~~C~~. Open Public Meetings: Committee business and discussion shall be conducted in open public meetings in accordance with legal requirements and City policies.

E~~D~~. Minutes: The Committee shall keep written minutes for each of its meetings. ~~The minutes shall be reviewed for approval at the following Committee meeting.~~

F~~E~~. Bylaws, Rules And Procedures: The Committee may adopt by-laws, rules, or procedures for the transaction of its business upon approval of the City Council.

~~F. Subcommittees: The Committee may establish sub-committees to help carry out its responsibilities.~~

2-1-7~~6~~ VOTING:

A. Number Permitted: Each regular member of the Committee shall have one (1) vote.

B. Quorum: Three (3) members of the voting membership of the Committee shall constitute a quorum.

C. Minimum Number Of Votes Required: The minimum number of votes required to take any action shall be a majority of those present at the meeting, provided there is a quorum, but shall never be less than three (3).

2-1-8 OFFICERS AND DUTIES:

A. Annually, as the first item of business at the first regular meeting of the Committee, the Committee shall elect a chair and vice chair from among its regular members.

The Chair shall have general supervisory and directional powers over the Committee.

B. If the Chair becomes no longer a member of the Committee, the Vice Chair shall succeed to the office for the remainder of the term. If the Vice Chair becomes no longer a member of the Committee or succeeds to the office of Chair, a special vote shall be held to fill the vacancy of the Vice Chair. Said vote shall occur at the next regularly scheduled meeting of the Committee at which a quorum is available.

C. If present and able, the Chair shall preside at all meetings. If the Chair is absent or unable to preside, the Vice Chair shall preside. If both are absent or unable to preside, the members present shall appoint a Temporary Chair to preside. The Temporary Chair shall abide by all rules and policies set forth herein.

D. The Chair may delegate duties generally to the Vice Chair, or may authorize the Vice Chair to perform specific duties during his absence or in the case of his disability to perform necessary Committee functions in a timely manner.

E. The Chair shall conduct all meetings of the Committee and exercise management of the affairs of the Committee consistent with these rules and the City of Cedar Hills.

2-1-9~~8~~ STAFF ASSIGNMENTS:

A. The City Recorder, under the direction of the Chair, shall attend to all correspondence of the Committee, send out and cause to be published all notices required, maintain all required records, schedules, minutes, files and indexes; and generally perform all clerical work of the Committee.

B. The City Manager shall appoint appropriate staff support for the Committee. Said staff shall attend all meetings of the Committee, take and compile minutes, and submit said minutes to the City Recorder.

2-1-10~~9~~ COMPENSATION:

A. Specified: Members of the Committee shall serve without monetary compensation.

B. Expenses: Members may be compensated for reasonable expenses incurred for official responsibilities, if approved in advance by the City Manager.

2-1-11~~0~~ RECOMMENDATIONS ~~TO CITY COUNCIL; STATUS REPORTS~~: The Chair~~person~~ of the Committee shall~~, from time to time,~~ present recommendations to the City Council that have been approved by the Committee. ~~Status reports shall~~

~~be given to the City Council no less than quarterly, or as requested by the City Council.~~

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 2.

D. **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 THE CITY OF CEDAR HILLS, UTAH, THIS 21ST DAY OF OCTOBER, 2008.

_____

Michael C. McGee, Mayor

ATTEST:

_____

Kim E. Holindrake, City Recorder

CITY OF CEDAR HILLS

TO: Mayor McGee, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: December 3, 2008

City Council
Memorandum

SUBJECT: Utility Revenue Bonds
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake

BACKGROUND AND FINDINGS:
This resolution defines the parameters for financing of the 2009 Pressurized Irrigation Water Improvement Project in the amount not more than $1,000,000. The resolution calls for a public hearing to be held on January 20, 2009.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:
Increase in water fees of $2 - $4 per residence.

SUPPORTING DOCUMENTS:

RECOMMENDATION
To approve the proposed resolution.

MOTION
To approve Resolution No. _____, A resolution giving notice of intent to issue not more than $1,000,000 aggregate principal amount of utility revenue bonds.

RESOLUTION NO. _____

CITY OF CEDAR HILLS, UTAH
UTILITY REVENUE BONDS

PARAMETERS RESOLUTION
DECEMBER 9, 2008

A RESOLUTION CALLING A PUBLIC HEARING AND GIVING NOTICE OF INTENT TO ISSUE NOT MORE THAN $1,000,000 UTILITY REVENUE BONDS, IN ONE OR MORE SERIES, FOR UTILITY IMPROVEMENTS, INCLUDING SECONDARY IRRIGATION WATER IMPROVEMENTS; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, the City Council (the "Council") of the City of Cedar Hills, Utah County, Utah (the "Issuer"), has authority to issue its Utility Revenue Bonds, in one or more series, in an amount not to exceed $1,000,000 (the "Bonds") for the municipal purposes set forth therein; and

WHEREAS, the Act provides for the publication of a Notice of Public Hearing and Bonds to be Issued, and the Issuer desires to call a public hearing and publish such a notice at this time in compliance with the Act with respect to the Bonds:

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Cedar Hills, Utah County, Utah, as follows:

Section 1. The Council of the Issuer hereby finds and determines that it is in the best interests of the Issuer and its residents to issue not more than $1,000,000 aggregate principal amount of its Utility Revenue Bonds, in one or more series (the "Bonds"), to bear interest at a rate or rates of not to exceed 8.0% per annum, to mature in not more than 30 years from their date or dates, and to be sold at a price not less than 98.0% of the total principal amount thereof, for the purpose of financing utility improvements, including secondary irrigation water improvements, all pursuant to this Resolution, a resolution to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds (herein referred to as the "Bond Authorizing Resolution") in substantially the form attached hereto as Exhibit A, and a General Indenture of Trust dated as of February 1, 2006, and Third Supplemental Indenture of Trust to be entered into at the time of issuance of the Bonds in substantially the form attached hereto as Exhibit B (collectively, the "Indenture"), and the Issuer hereby declares its intention to issue the Bonds according to the provisions of this Resolution, the Indenture and the Bond Authorizing Resolution, when adopted.

Section 2. The Issuer hereby authorizes and approves the issuance and sale of the Bonds to the purchaser or purchasers to be identified in the Bond Authorizing Resolution, pursuant to the provisions of this Resolution, the Indenture and the Bond Authorizing Resolution to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds, with such

changes thereto as shall be approved by the Council upon the adoption of the Bond Authorizing Resolution, provided that the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in Section 1 hereof.

Section 3. In accordance with the provisions of the Act, the Issuer calls a public hearing to be held on January 20, 2009, at 7:00 p.m. or as soon thereafter as feasible at the Issuer's offices located at 3925 W. Cedar Hills Dr. in Cedar Hills, Utah. The City Recorder shall cause the following "Notice of Public Hearing and Bonds to be Issued" to be (1) published once each week for two consecutive weeks, with the first publication not less than 14 days before the public hearing, in a newspaper of general circulation in the Issuer, and (2) posted on the Utah Public Notice Website not less than 14 days before the public hearing. The City Recorder shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's principal offices for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the last date of publication thereof. The "Notice of Public Hearing and Bonds to be Issued" shall be in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

Pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), on December 9, 2008, the City Council (the "Council") of the City of Cedar Hills, Utah County, Utah (the "Issuer") adopted a resolution (the "Resolution") in which it authorized the potential issuance of the Issuer's Utility Revenue Bonds, in one or more series, in an aggregate principal amount of not more than $1,000,000 (the "Bonds"), to bear interest at a rate or rates of not to exceed 8.0% per annum, to mature in not more than 30 years from their date or dates, and to be sold at a price not less than 98.0% of the total principal amount thereof, plus accrued interest, if any, thereon.

NOTICE IS FURTHER GIVEN that the Issuer will hold a public hearing on January 20, 2009, at 7:00 p.m. or as soon thereafter as feasible at the City offices located at 3925 W. Cedar Hills Dr. in Cedar Hills, Utah. The purpose of the public hearing is to receive public input regarding the proposed issuance of the Bonds and the potential economic impact that the improvement, facility, or property for which the bonds pay all or a part of the cost will have on the private sector.

The Bonds, pursuant to the Resolution, a General Indenture of Trust dated as of February 1, 2006, and Third Supplemental Indenture of Trust (collectively, the "Indenture") and a Bond Authorizing Resolution to be adopted authorizing the sale of the Bonds, are to be issued for the purpose of (i) the acquisition and construction of utility improvements, including secondary irrigation water improvements and related improvements; (ii) funding a deposit to a debt service reserve fund, if desired, and (iii) paying issuance expenses. As utility revenue bonds, no property taxes will be pledged for repayment of the Bonds.

A copy of the Resolution, the Bond Authorizing Resolution, and the Indenture are on file in the office of the City Recorder in the City offices, where they may be examined during regular business hours of the City Recorder for a period of at least 30 days from and after the last date of publication of this notice. A period of 30 days after the last date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Bond Authorizing Resolution, the Indenture or the Bonds, or any provision made for the security and payment of the Bonds by (i) filing a verified written complaint in the district court of the county in which he/she resides, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever, and (ii) registered voters within the Issuer may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions, which have been signed by at least 20% of the registered voters of the Issuer, are filed with the Issuer during the 30-day Period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than 20% of the registered voters of the Issuer file a written petition during the 30-day Period, the Issuer may proceed to issue the Bonds without an election.

DATED this December 9, 2008.

/s/ Kim E. Holindrake
City Recorder

Section 4. This declaration is intended to be a declaration of official intent under Treasury Regulation § 1.103-18(1).

Section 5. The Council hereby retains and directs the law firm of Smith Hartvigsen, PLLC to act as Bond Counsel and to prepare a Preliminary Official Statement, if desired, with respect to the Bonds.

Section 6. The City Recorder is directed to complete the attached Record of Proceedings.

Section 7. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this December 9, 2008.

_____
Michael C. McGee, Mayor

ATTEST:

_____
Kim E. Holindrake, City Recorder

[SEAL]

RECORD OF PROCEEDINGS

The Council of the Issuer met in public session at the regular meeting place of the Council at 3925 W. Cedar Hills Dr. in Cedar Hills, Utah, on December 9, 2008, at the hour of 7:00 p.m., or as soon thereafter as feasible, with the following members of the Council being present:

Michael McGee	Mayor
Charelle Bowman	Councilmember
Marisa Wright	Councilmember
Eric Richardson	Councilmember
Kenneth Kirk	Councilmember
Jim Perry	Councilmember

Also present:

Konrad Hildebrandt	City Manager
Kim E. Holindrake	City Recorder

Absent:

After the meeting had been duly called to order and after other matters were discussed, the foregoing resolution authorizing bonds (the "Resolution") was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Councilmember _____ and seconded by Councilmember _____ and the Resolution was put to a vote and carried, the vote being as follows:

YEA:

NAY:

The Resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the Issuer.

CERTIFICATE OF CITY RECORDER

I, Kim E. Holindrake, the duly appointed and qualified City Recorder of the Issuer, do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the Council at a public meeting duly held on December 9, 2008 (the "Meeting"). The Meeting was called and noticed as required by law as is evidenced by the attached Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on December 9, 2008, and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this December 9, 2008.

(S E A L)

_____

Kim E. Holindrake, City Recorder

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Kim E. Holindrake, the undersigned City Recorder of the Issuer, do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time and place of the December 9, 2008, public meeting, held by the Issuer as follows:

(a) By causing a Meeting Notice, in the form attached, to be posted at the Issuer's principal offices, at least 24 hours before the convening of the meeting, the Meeting Notice having continuously remained posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the Issuer at least 24 hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

In addition, the Notice of 2008 Annual Meeting Schedule for the Issuer, attached hereto, specifying the date, time and place of the regular meetings of the Council to be held during the 2008 calendar year was posted on December 21, 2007, at the principal office of the Council and provided to at least one newspaper of general circulation within the Issuer on December 21, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this December 9, 2008.

_____
Kim E. Holindrake, City Recorder

(S E A L)

[Attach Meeting Notice]

[Attach proof of Web posting Meeting Notice]

[Attach Notice of 2008 Annual Meeting Schedule]

[Attach proof of Web posting 2008 Annual meeting Schedule]

[Attach Proof of Publication and Web posting of Notice of Public Hearing and Bonds to be Issued]

EXHIBIT A

FORM OF BOND AUTHORIZING RESOLUTION

[See Transcript Document No. ___]

EXHIBIT B

GENERAL INDENTURE AND FORM OF THIRD SUPPLEMENTAL INDENTURE

[See Transcript Document Nos. __ and __]

RESOLUTION NO. _____

CITY OF CEDAR HILLS, UTAH
UTILITY REVENUE BONDS, SERIES 2009

AUTHORIZING RESOLUTION
[_____], 2009

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $_____ UTILITY REVENUE BONDS, SERIES 2009 FOR UTILITY SYSTEM IMPROVEMENTS, INCLUDING SECONDARY IRRIGATION WATER IMPROVEMENTS; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City of Cedar Hills, Utah County, Utah (the "Issuer") desires (i) to finance utility improvements, including secondary irrigation water improvements and related improvements (the "Project"), and (ii) to pay the costs associated with that financing, pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"); and

WHEREAS, in order to accomplish those purposes the Issuer desires to issue its Utility Revenue Bonds, Series 2009 in the aggregate principal amount of $_____ (the "Series 2009 Bonds") pursuant to this Resolution, a General Indenture of Trust dated as of February 1, 2006, between the Issuer and U.S. Bank National Association as Trustee (the "Trustee") (the "General Indenture") attached as Exhibit A, and a Third Supplemental Indenture of Trust dated as of [_____], 2009 between the Issuer and the Trustee, in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B (the "Third Supplemental Indenture"); and

WHEREAS, _____ (the "Purchaser") has offered to purchase the Issuer's Series 2009 Bonds in the total principal amount of $_____ at the interest rate or rates set forth in the Third Supplemental Indenture; and

WHEREAS, the Issuer desires to accept the offer of the Purchaser and to confirm the sale of the Series 2009 Bonds to the Purchaser; and

WHEREAS, the Series 2009 Bonds shall be payable solely from the Net Revenues and other moneys pledged therefor in the General Indenture and the Third Supplemental Indenture (collectively, the "Indenture"), and shall not constitute or give rise to a general obligation or liability of the Issuer or constitute a charge against its general credit or taxing powers:

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Cedar Hills, Utah County, Utah, as follows:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings when used in the body of this Resolution.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution), by the Council and by the officers of the Issuer directed toward the issuance and sale of the Series 2009 Bonds, are hereby ratified, approved and confirmed.

Section 3. The Third Supplemental Indenture attached hereto as Exhibit B is authorized and approved, and the Mayor and City Recorder are authorized and directed to execute and deliver the same on behalf of the Issuer, with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Mayor, whose execution thereof on behalf of the Issuer shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

Section 4. For the purposes set forth in the Third Supplemental Indenture the Issuer authorizes the issuance of the Series 2009 Bonds, which shall be designated "City of Cedar Hills, Utah County, Utah Utility Revenue Bonds, Series 2009", in the maximum aggregate principal amount of $_____. The Series 2009 Bonds shall bear interest, shall be dated, shall be issued as fully registered Bonds, and shall mature as provided in the Third Supplemental Indenture.

Section 5. The form, terms and provisions of the Series 2009 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Indenture. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2009 Bonds and to deliver the Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 6. The appropriate officials of the Issuer are authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2009 Bonds in accordance with the provisions of the Indenture.

Section 7. The Series 2009 Bonds shall be sold to the Purchaser on the terms set forth in the Third Supplemental Indenture.

Section 8. Upon their issuance, the Series 2009 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2009 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2009 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 9. The appropriate officials of the Issuer are authorized and directed to execute, seal and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to carry out the matters and documents authorized by this Resolution.

Section 10. After the Series 2009 Bonds are delivered by the Trustee to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2009 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. For purposes of and in accordance with Section 265 of the Code, the Issuer designates the Series 2009 Bonds as an issue qualifying for the exception for certain

qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C) (ii) of the Code) that will be issued by the Issuer and by any aggregated issuer during the current calendar year will not exceed $10,000,000. For purposes of this Section, "aggregated issuer" means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer and all aggregated issuers for the current calendar year does not exceed $10,000,000.

Section 12. In accordance with the provisions of the Act, the Issuer has designated the New Utah as the official newspaper of the Issuer authorized to publish legal notices for the Issuer, and in accordance with the Act, the City Recorder has caused a "Notice of Public Hearing and Bonds to be Issued" to be (1) published once each week for two consecutive weeks in the New Utah, with the first publication being not less than 14 days before the public hearing, and (2) posted on the Utah Public Notice Website not less than 14 days before the public hearing, and has caused a copy of a Parameters Resolution (with all exhibits attached) to be kept on file in the office of the City Recorder of the Issuer for public examination during regular business hours for at least thirty (30) days from and after the last publication thereof.

Section 13. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution is, for any reason, held to be invalid or unenforceable, the invalidity or unenforceability of that section, clause or provision does not affect the remaining sections, clauses or provisions of this Resolution.

Section 14. All resolutions, orders and regulations or parts previously adopted or passed that are in conflict with this Resolution are, to the extent of such conflict, repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 15. The City Recorder is directed to complete the attached Record of Proceedings.

Section 16. This Resolution shall take effect immediately upon its approval and adoption.

PASSED, APPROVED AND ADOPTED this [_____], 2009.

_____

ATTEST: Michael C. McGee, Mayor

_____

Kim E. Holindrake, City Recorder
(S E A L)

RECORD OF PROCEEDINGS

The Council of the Issuer met in public session at the regular meeting place of the Council at 3925 W. Cedar Hills Dr. in Cedar Hills, Utah, on [_____], 2009, at the hour of 7:00 p.m., or as soon thereafter as feasible, with the following members of the Council being present:

Michael McGee	Mayor
Kenneth Kirk	Councilmember
Charelle Bowman	Councilmember
Eric Richardson	Councilmember
Marisa Wright	Councilmember
Jim Perry	Councilmember

Also present:

Konrad Hildebrandt	City Manager
Kim E. Holindrake	City Recorder

Absent:

After the meeting had been duly called to order and after other matters were discussed, the foregoing resolution authorizing bonds (the "Resolution") was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Councilmember _____ and seconded by Councilmember _____ and the Resolution was put to a vote and carried, the vote being as follows:

YEA:

NAY:

The Resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the Issuer.

CERTIFICATE OF CITY RECORDER

I, Kim E. Holindrake, the duly appointed and qualified City Recorder of the Issuer, do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the Council at a public meeting duly held on [_____], 2009 (the "Meeting"). The Meeting was called and noticed as required by law as is evidenced by the attached Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on [_____], 2009 and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this [_____], 2009.

(S E A L)

_____
Kim E. Holindrake, City Recorder

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Kim E. Holindrake, the undersigned City Recorder of the Issuer, do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time and place of the [_____], 2009, public meeting, held by the Issuer as follows:

(a) By causing a Meeting Notice, in the form attached, to be posted at the Issuer's principal offices, at least 24 hours before the convening of the meeting, the Meeting Notice having continuously remained posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the Issuer at least 24 hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

In addition, the Notice of 2009 Annual Meeting Schedule for the Issuer, attached hereto, specifying the date, time and place of the regular meetings of the Council to be held during the 2009 calendar year was posted on _____, 200_, at the principal office of the Council and provided to at least one newspaper of general circulation within the Issuer on _____, 200__.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this [_____], 2009.

_____
Kim E. Holindrake, City Recorder

(S E A L)

[Attach Meeting Notice]

[Attach Notice of 2009 Annual Meeting Schedule]

EXHIBIT A
GENERAL INDENTURE OF TRUST

(See Transcript Document No. ___)

EXHIBIT B

THIRD SUPPLEMENTAL INDENTURE OF TRUST

(See Transcript Document No. __)

THIRD SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [_____], 2009

by and between

CITY OF CEDAR HILLS, UTAH COUNTY, UTAH

and

U.S. Bank National Association
as Trustee

and supplementing

General Indenture of Trust

Dated as of February 1, 2006

THIRD SUPPLEMENTAL INDENTURE OF TRUST

This Third Supplemental Indenture of Trust, dated as of [_____], 2009, by and between the City of Cedar Hills, Utah County, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and U.S. Bank National Association, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of February 1, 2006 (the "General Indenture"), with the Trustee; and

WHEREAS, the Issuer desires to issue its Series 2009 Bonds herein defined to (i) acquire and construct utility improvements, including secondary irrigation water improvements (the "Project"), and related municipal improvements, and (ii) pay issuance expenses to be incurred in connection with the issuance and sale of the Series 2009 Bonds; and

WHEREAS, the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, authorizes the issuance of non-voted revenue bonds payable from the revenues of cities, towns or counties; and

WHEREAS, based upon the information available to the Issuer, the Net Revenues (as defined in the Indenture) will produce sufficient funds to pay the debt service on the Series 2009 Bonds; and

WHEREAS, the Issuer has determined that it is in the best interests of the citizens of the Issuer to issue the Series 2009 Bonds to finance the costs of the Project; and

WHEREAS, _____ (the "Purchaser") has agreed to purchase the Series 2009 Bonds; and

WHEREAS, the Series 2009 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this Third Supplemental Indenture (the "Third Supplemental Indenture", collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2009 Bonds and of this Third Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2009 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Third Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Bonds, including the Series 2009 Bonds, and all Additional Bonds issued and Outstanding under the Indenture, the payment of the

principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Third Supplemental Indenture of Trust, and does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto U.S. Bank National Association,, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the future securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Issuer over any other Bond, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distribution as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Third Supplemental Indenture is supplemental to, and is adopted in accordance with and pursuant to Articles II and IX of the General Indenture.

Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Code" means the Internal Revenue Code of 1986, as amended.

"Debt Service Reserve Fund Requirement" means $_____, which amount is no more than the least of (1) the maximum annual debt service on the Series 2009 Bonds, (2) 10% of the face value of the Series 2009 Bonds, or (3) 1.25 times the average annual debt service on the Series 2009 Bonds.

"Exchange Bonds" means the fully registered Series 2009 Bonds issued in substantially the form set forth in Exhibit A-2 in exchange for the State Bonds representing the Series 2009 Bonds or in exchange for other Exchange Bonds, in the denomination of $1,000 or any integral multiple thereof.

"Fully Registered Bond" means any single fully registered Bond in a denomination equal to the aggregate amount of the Series 2009 Bonds authorized herein.

"Outstanding Bonds" means the Issuer's Utility Revenue and Refunding Bonds, Series 2006 and the Issuer's Utility Revenue Bonds, Series 2007.

"Project" means the acquisition and construction of utility improvements, including secondary irrigation water improvements.

"Purchaser" means _____, or any successor agency thereof.

"Register" means the record of ownership of the Series 2009 Bonds maintained by the Registrar.

"Reserve Fund Installment" means $_____.

"Series 2009 Bonds" means the Issuer's $_____ Utility Revenue Bonds, Series 2009, herein authorized.

"Series 2009 Construction Subaccount" means the subaccount established within the Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2009 Bonds shall be deposited as provided herein.

"Series 2009 Debt Service Reserve Subaccount" means the subaccount established within the Debt Service Reserve Fund under the General Indenture held in trust by the Trustee.

"State Bonds" means the fully registered Series 2009 Bonds issued in substantially the form set forth in Exhibit A-1 in the denominations equal to the aggregate principal amount of each such Series of Bonds.

"Total Principal Sum" shall have the meaning attributed to it in Exhibit A-1.

ARTICLE II

ISSUANCE OF THE SERIES 2009 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2009 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to finance (i) the costs of acquiring and constructing the Project, and (ii) the costs of issuance of the Series 2009 Bonds. The Series 2009 Bonds shall be limited to $_____ in aggregate principal amount, shall be issued, (i) if issued as a State Bond, in the form set forth in Exhibit A-1 and (ii) if issued as Exchange Bonds, in the form set forth in Exhibit A-2, in fully registered form, shall bear interest from the initial delivery date thereof at the rate of ___% per annum on the unpaid balance of the Total Principal Sum and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2009 Bonds shall be in the denomination of $1,000 or any integral multiple thereof. The Series 2009 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2009 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Utility Revenue Bonds, Series 2009".

The Series 2009 Bonds are issued on parity with the Issuer's Outstanding Bonds such that the Series 2009 Bonds and the Outstanding Bonds are equally and ratably secured by a pledge of and lien on the Net Revenues of the Issuer's System.

The Series 2009 Bonds shall be in such form as to permit the Purchaser to make incremental advances on its total loan commitment to the Issuer during the period of acquisition and construction of the Project.

Section 2.2 Advances of Proceeds. On or before fifteen (15) days prior to the first day of each calendar quarter beginning prior to the payment by the Issuer of costs of construction of the Project, or at such other time as shall be specified by the Purchaser, the Issuer shall provide to the Purchaser a certificate setting forth a schedule of the costs of construction which the Issuer estimates will become due and payable by the Issuer during the next calendar quarter. Advances made by the Purchaser on the basis of such certificates shall be deposited in the Series 2009 Construction Subaccount. Upon receipt of evidence of deposit of each advance in the Series 2009 Construction Subaccount, the Mayor, Finance Director or City Manager of the Issuer shall give telephonic authorization followed by written confirmation to the Purchaser to stamp or write the date and amount of such advance made by the Purchaser in the appropriate place on the Certificate of Dates of Payment and Amount appearing on the State Bonds. Each advance made by the Purchaser on the State Bonds shall constitute proceeds of the State Bonds and shall be deemed to constitute the full purchase price of the corresponding principal amount of the State Bonds noted on the Certificate of Dates of Payment and Amount appearing on the State Bonds. As advances are made by the Purchaser, they shall be deemed to represent principal payments in the order of their maturity. A lender's discount in the amount of $_____ shall constitute and be deemed to be an advance made by the Purchaser and shall constitute and be deemed to be included in the full purchase price of the corresponding principal amount of the State Bonds noted on the Certificate of Dates of Payment and Amount appearing on the State Bonds.

Section 2.3 Date and Maturities. The Series 2009 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section 2.3. The Series 2009 Bonds shall be initially issued as one fully registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2009 Bond at the offices of the Paying Agent for endorsement or surrender. Payment of interest on the Series 2009 Bonds shall be made to the Registered Owner thereof by check or draft mailed to the Registered Owner at his or her address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner.

So long as the Purchaser is the Registered Owner of the State Bonds, payments of principal and interest, if any, shall be made by check or draft and mailed to the Purchaser as the Registered Owner at the address shown on the registration books maintained by the Registrar.

Interest shall be payable on March 1 of each year beginning March 1, 20__, and the Total Principal Sum shall be payable on March 1 of each year, beginning March 1, 20__, as follows:

Maturity Date (March 1)	Principal Amount

If less than $_____, constituting the combined sum of a lender's discount in the amount of $_____ and $_____ in maximum bond proceeds, is advanced on the Series 2009 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of principal payment (and the amount of the final remaining principal installment shall be reduced, if required) to correspond to the Total Principal Sum of the Series 2009 Bonds.

Section 2.4 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2009 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2009 Bonds and to have imprinted, stamped or otherwise placed on the Series 2009 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2009 Bonds upon payment of the first incremental advance thereon.

Section 2.5 Designation of Registrar. The Trustee is hereby designated as Registrar for the Series 2009 Bonds, which approval shall be evidenced by a written acceptance from the Registrar.

Section 2.6 Designation of Paying Agent. The Trustee is hereby designated as Paying Agent for the Series 2009 Bonds, which approval shall be evidenced by a written acceptance from the Paying Agent

Section 2.7 Limited Obligation. The Series 2009 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2009 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof). The Series 2009 Bonds are not general obligations of the Issuer or State of Utah or any agency, instrumentality, or political subdivision thereof.

Section 2.8 Delinquent Payment. Payments on the Series 2009 Bonds which are delinquent shall accrue interest at the rate of eighteen percent (18%) per annum on the delinquent payment from the due date thereof until paid in full.

Section 2.9 Exchange of State Bonds. As long as the Purchaser is the sole Registered Owner of the Series 2009 Bonds, the Series 2009 Bonds shall be issued only as the State Bonds in the form prescribed in Exhibit A-1. It is recognized that the Purchaser may sell or otherwise transfer the Series 2009 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated 1953, as amended, or otherwise. In the event the Purchaser determines to sell or otherwise transfer all or a portion of the Series 2009 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the State Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section 2.9 and 2.10. Any Series 2009 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Purchaser pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to authorization contained in Section 2.4 hereof. Each principal payment on the State

Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the State Bonds for Exchange Bonds, provided that the Purchaser shall pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

Section 2.10 Registration and Transfer of the Series 2009 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Series 2009 Bonds to be kept by the Registrar. Any Series 2009 Bond may be transferred only upon the registration books kept by the Registrar by the Registered Owner, in person or by his or her duly authorized attorney, upon surrender of such Series 2009 Bond for cancellation, accompanied by a duly executed instrument of transfer in a form approved by the Registrar. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon the surrender for transfer of any Series 2009 Bond as provided above, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Series 2009 Bond of the same maturity and series for a like aggregate principal amount as the Series 2009 Bonds surrendered for transfer. Series 2009 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2009 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2009 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2009 Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2009 Bond for redemption.

Series 2009 Bonds surrendered for payment, redemption or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2009 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2009 Bond shall be made only to or upon order of the Registered Owner thereof or his or her legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability of such Series 2009 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting an exchange or transfer of a Series 2009 Bond of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before a new Series 2009 Bond shall be delivered.

Section 2.11 Optional Redemption and Redemption Prices. Each principal payment of the Series 2009 Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the State Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.8 of the General Indenture upon at least thirty (30) days' prior written notice to the Purchaser of the amount of prepayment and the date scheduled for prepayment, at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2009 Bonds. The Issuer shall deposit with the Trustee the incremental advance proceeds from the sale of the Series 2009 Bonds and the Trustee shall deposit such proceeds into the Series 2009 Construction Subaccount held by the Trustee under the General Indenture.

Section 3.2 Disbursements from Series 2009 Construction Subaccount. Disbursements of moneys in the Series 2009 Construction Subaccount shall be made as follows:

(a) Upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form of Exhibit "B" attached hereto the Trustee will disburse from the Series 2009 Construction Subaccount to the parties identified on the Cost of Issuance Disbursement Request in the amounts identified therein; and

(b) Upon receipt from the Issuer of Requisitions by the Trustee, the remaining balance will be applied to reimburse the Issuer for costs of the Project. Disbursements of moneys in the Series 2009 Construction Subaccount shall be made in accordance with the provisions of Section 5.1 of the General Indenture; provided, however, that each requisition for disbursal of moneys from the Series 2009 Construction Subaccount must be approved by an authorized representative of the Purchaser. All disbursements from the Series 2009 Construction Subaccount will be subject to prior written approval of the Purchaser on the Requisitions. Any unexpended balance remaining in the Series 2009 Construction Subaccount after completion of the Project shall be paid immediately into the Bond Fund established under the General Indenture and used only for the prepayment of the Series 2009 Bonds. Principal last to become due shall be prepaid first, and if less than the entire principal amount of the Series 2009 Bonds maturing on the last due date are to be redeemed, the Trustee shall by lot select those Bonds to be prepaid.

Section 3.3 Debt Service Reserve Fund. The Debt Service Reserve Requirement shall be funded by the Issuer from Net Revenues of the System over a

period not to exceed 120 months in monthly installments of an amount equal to the Reserve Fund Installment, beginning March 1, 20__ and continuing until there shall be on deposit therein the Debt Service Reserve Requirement with respect to the Series 2009 Bonds. The monthly installments of the Debt Service Reserve Requirement shall be deposited by the Trustee in the Series 2009 Debt Service Reserve Subaccount. Thereafter, the Issuer shall replenish the Debt Service Reserve Fund as provided in Sections 5.2(c) and 5.5 of the General Indenture.

Section 3.4 Capital Facilities Replacement Account. For purposes of the Series 2009 Bonds, the Capital Facilities Replacement Account shall be funded from the Revenue Fund as a repair and replacement account as provided in Sections 5.2(d) and 5.7 of the General Indenture and as set forth in Section 4.1(g) herein.

Section 3.5 Series 2009 Bonds as Additional Bonds. The Series 2009 Bonds are issued as Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2009 Bonds.

ARTICLE IV

Section 4.1 Additional Covenants With Respect to Series 2009 Bonds. The Issuer hereby covenants and agrees with each and every holder of the Series 2009 Bonds issued hereunder the following:

(a) So long as any Installments on the Series 2009 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Project. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the Project and all properties constituting the Project. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each fiscal year (the term "fiscal year" as used in this subsection meaning whatever twelve-month period the Issuer may from time to time be using for general financial accounting purposes) cause an audit of such books and accounts to be made by an independent firm of certified public accounts, showing the receipts and disbursements for account of the Project, and that such audit will be available for inspection by each Bondholder; provided, however, during such periods of time as the Purchaser is the registered holder of the Series 2009 Bonds, each such audit will be supplied to the Purchaser as soon as completed without prior request therefor by the Purchaser. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

(i) A statement in detail of the revenues and expenditures of the System for such fiscal year;

(ii) A balance sheet as of the end of such fiscal year;

(iii) The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Third Supplemental Indenture, and the accountant's recommendations for any change or improvement in the operation of the System;

(iv) The number of parcels of property connected to the System at the end of the fiscal year;

(v) An analysis of all funds created in the General Indenture, setting out all deposits and disbursements made during the fiscal year and the amount in each fund at the end of the fiscal year;

(vi) The number of utility connections and applications for utility service on hand at the end of the fiscal year;

(vii) The total billings for such fiscal year;

(viii) All schedules of rates and charges imposed for utility service during the fiscal year;

(ix) Notification of the withdrawal of any major system users (defined as a user paying 4% or more of the Revenues) since the last reporting date; and

(x) Since the last reporting date, any significant plant retirements or expansions planned or undertaken.

(b) In addition to the reporting requirements set forth in subsection 4.1(a) above, the Issuer shall submit to the Purchaser within one hundred eighty (180) days following the close of the Issuer's fiscal year, a summary report substantially in the form as provided by the Purchaser to the Issuer upon purchase of the Series 2009 Bonds.

(c) All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If the holder of the Series 2009 Bonds is other than the Purchaser, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each fiscal year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(d) Every officer, agent or employee of the Issuer having custody or control of any of the Revenues or of the proceeds of the Series 2009 Bonds shall

be bonded by a responsible corporate surety in an amount not less than the greatest amount reasonably anticipated to be within the custody or control of such officer, agent or employee at one time. The premiums on such surety bonds shall not be an Operation and Maintenance Expense of the System.

(e) The Issuer shall commence and complete the acquisition and construction of the Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(f) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other municipal corporations to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

(g) The Issuer shall establish a Capital Facilities Replacement Account (the "Replacement Account") to be held by the Issuer and shall deposit therein an amount equal to 5% of the Issuer's annual operating budget for the System, including debt service and depreciation. The Replacement Account shall never serve as security for nor a source of the payment of principal of or interest on the Series 2009 Bonds. The Issuer shall limit the use of moneys on deposit in the Replacement Account to the acquisition and construction of (a) replacements of obsolete System equipment or facilities, (b) extensions or additions to the Issuer's System, and (c) other capital improvements necessary to keep the System in good working condition. No disbursements shall be made from the Replacement Account unless and until the Issuer has given at least 30 days' advance written notice to the Purchaser specifying the amount of the proposed disbursement and the purpose for which the disbursement will be made. The Issuer shall not, however, be required to obtain the consent of the Purchaser prior to making any disbursement from the Replacement Account.

ARTICLE V

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Third Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Third Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Confirmation of Sale of Series 2009 Bonds. The sale of the Series 2009 Bonds to the Purchaser at a price of $_____ including a discount of __% ($_____) for a net purchase price of the maximum Total Principal Sum of $_____, is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Third Supplemental Indenture of Trust to be executed as of the date first above written.

CITY OF CEDAR HILLS, UTAH COUNTY, UTAH

By: _____
Michael C. McGee, Mayor

(S E A L)

Countersigned:

_____
Kim E. Holindrake, City Recorder

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: _____

Title: _____

EXHIBIT "A-1"

(FORM OF STATE BOND)

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF UTAH

CITY OF CEDAR HILLS
UTILITY REVENUE BOND
SERIES 2009

The City of Cedar Hills, Utah, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received promises to pay solely and to the extent available from the sources hereinafter provided, to the _____ (the "Purchaser") or to registered assigns last named on the Registration Certificate attached hereto (the "Registered Owner"), on the Payment Dates specified below, the Total Principal Sum set forth in the "Certificate of Dates of Payment and Amount" at the end of this Bond, but in no event more than a maximum principal amount of $_____, payable in installments on March 1 of each year beginning on March 1, 20__, together with interest accruing from the initial delivery date hereof at the rate of ___% per annum on the unpaid principal amount of the Total Principal Sum payable on March 1 each year commencing March 1, 20__. Principal and interest on the Bond shall be payable by check or draft mailed by U.S. Bank National Association, Salt Lake City, Utah (the "Paying Agent") to the Registered Owner on each payment date as follows:

Maturity Date (March 1)	Principal Amount

Maturity Date (March 1)	Principal Amount

If less than $_____, constituting the combined sum of a lender's discount in the amount of $_____ and $_____ in maximum bond proceeds, is advanced on this Bond, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of principal payment (and the amount of the final remaining principal installment shall be reduced, if required) to correspond to the Total Principal Sum.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or upon prior redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent. Payments of interest shall be made to the Registered Owner hereof by check or draft mailed to the Registered Owner hereof at his or her address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by the Registered Owner.

As long as the Purchaser is the registered holder of this Bond, installment payments of principal and interest shall be made by check or draft mailed to the Purchaser as the registered holder at the address shown on the registration books maintained by the Registrar.

If any installment payment of Bond principal or interest is not paid when due and payable, the Issuer shall pay interest at the rate of eighteen percent (18%) per annum from such due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest, if any, and then to principal.

This Bond is payable solely from a special fund designated "City of Cedar Hills, Utah Utility Revenue Bond Fund" established under a General Indenture of Trust dated February 1, 2006, by and between the Issuer and U.S. Bank National Association, as Trustee, (the "General Indenture") into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues (as defined in the Indenture herein described) derived and to be derived from the operation of the Issuer's utility system (the "System"), all as more fully described and provided in the General Indenture and a Third Supplemental Indenture of Trust dated as of [_____], 2009 (the "Third Supplemental Indenture") by and between the Issuer and the Trustee and approved by the governing body of the Issuer on September 18, 2007 (collectively, the "General Indenture and the "Third Supplemental Indenture" shall be referred to herein as the "Indenture").

This Bond is issued pursuant to (i) the Indenture, and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purpose of financing the cost of acquiring and constructing certain additions and improvements to the Issuer's System. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Indenture) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

This Bond is secured by a pledge of the Net Revenues of the Issuer's System.

This Bond is issued on parity with the Issuer's Utility Revenue and Refunding Bonds, Series 2006 (the "Series 2006 Bonds") and the Issuer's Utility Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), such that this Bond, the Series 2006 Bonds and the Series 2007 Bonds are equally and ratably secured by a pledge of and lien on the Net Revenues of the Issuer's System.

As provided in the Indenture, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Indenture on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at the address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Indenture, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of $1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for utility service sufficient to pay when due this Bond and the principal and interest on all bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Indenture) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The holder or owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in the registration book in the office of the Trustee, who shall be the Registrar. This Bond is transferable only by notation upon the registration book by the Registered Owner hereof in person or by his or her attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds issued on a parity with this Bond, if any, and that the Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds issued on a parity with this Bond, if any. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Chair and countersigned by its District Clerk under the corporate seal of said Issuer this _____, 2009.

(Facsimile or manual signature)
Mayor

Countersigned:

(Facsimile or manual signature)
City Recorder

(S E A L)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Utility Revenue Bonds, Series 2009 of the City of Cedar Hills, Utah County, Utah.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:_____(Manual Signature)_____
Authorized Officer

Date of Authentication: _____

REGISTRATION CERTIFICATE

(No writing to be placed herein except by
the Bond Registrar)

Date of Registration	Name of Registered Owner	Signature of Bond Registrar

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the _____ (the "Board"), hereby certifies that the Board has received written authorization from the Finance Director or City Manager of the Issuer to stamp or write the amount or amounts indicated below on the date or dates set forth opposite such amount(s); that the amount last inserted under the column "Total Principal Sum" is the total amount received by the issuer for the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same.

Amount of Payment	Date of Payment	Total Principal Sum	Board Representative Signature
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____
$_____	_____	$_____	_____

EXHIBIT A-2

FORM OF EXCHANGE BOND

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF UTAH
CITY OF CEDAR HILLS
UTILITY REVENUE BONDS, SERIES 2009

INTEREST RATE	MATURITY DATE	ISSUE DATE
2.71%	March 1, 20___	October ___, 2007

Registered Owner: _____

Principal Amount: _____

The City of Cedar Hills, Utah County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. Interest at the Interest Rate specified above on the Principal Amount hereof (calculated on the basis of a year of 360 days comprised of twelve 30-day months) shall be mailed by U.S. Bank National Association, Salt Lake City, Utah ("Paying Agent"), to the Registered Owner hereof beginning March 1, 20__ and on each March 1 thereafter until this Bond is paid in full. Principal and redemption price of this Bond shall be payable upon presentation of this Bond to U.S. Bank National Association, Salt Lake City, Utah ("Paying Agent"), or its successor as such paying agent, for payment at maturity.

If this Bond is not paid when due and payable, the Issuer shall pay interest on the unpaid amount of principal and/or interest at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is secured by a pledge of the Net Revenues of the Issuer's System, as more fully described in the Indenture defined below.

This Bond is issued on parity with the Issuer's Utility Revenue and Refunding Bonds, Series 2006 (the "Series 2006 Bonds") and Utility Revenue Bonds, Series 2007,

such that this Bond, the Series 2006 Bonds and the Series 2007 Bonds are equally and ratably secured by a pledge of and lien on the Net Revenues of the Issuer's System.

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars ($_____), issued in exchange for the conversion of the Issuer's Utility Revenue Bonds, Series 2009 dated _____, 2007, in the total principal sum of $_____ (the "Series 2009 Bonds"), authorized by a General Indenture of Trust dated as of February 1, 2006, and a Third Supplemental Indenture of Trust dated as of [_____], 2009, between the Issuer and U.S. Bank National Association, as Trustee (collectively, the "Indenture") pursuant to a resolution adopted _____. This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Indenture and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purpose of financing the cost of constructing improvements to the Issuer's utility system (the "System"), together with related additions and improvements. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Indenture) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Indenture, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Indenture on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

The Series 2009 Bonds are subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than sixty (60) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the Registered Owners of the Series 2009 Bonds to be redeemed, addressed to such owners at the address appearing on the registration books maintained by the Registrar (as defined below).

Subject to the provisions of the Indenture, the Series 2009 Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of

the bonds or, upon exchange, in the denomination of $1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for utility service sufficient to pay this Bond when due and principal and interest on all bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Indenture) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the office of the Trustee (the "Registrar") but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part do not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into a special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds issued on a parity with this Bond, if any, and that the Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series 2009 Bonds of which this Bond is one and all bonds issued on a parity with this Bond, if any. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Chair and countersigned by its City Recorder with the seal of said Issuer affixed, all as of the ____ day of _____, 2009.

By /s/ (Do Not Sign)
Chair

COUNTERSIGNED:

/s/ (Do Not Sign)
District Clerk

(S E A L)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Utility Revenue Bonds, Series 2009 of the City of Cedar Hills, Utah County, Utah.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By_____
Authorized Officer

Date of Authentication:

_____

ASSIGNMENT

FOR VALUE RECEIVED, _____ the undersigned, hereby sells, assigns and transfers unto

_____

(Tax Identification or Social Security No. _____) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

EXHIBIT "B"

COST OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank National Association
15 W. South Temple, Suite 200
Salt Lake City, Utah 84101

Pursuant to Section 3.2 of the Third Supplemental Indenture of Trust dated as of [_____], 2009, you are hereby authorized to pay to the following costs of issuance from the Series 2009 Construction Subaccount:

[See Attached Schedule]

CITY OF CEDAR HILLS, UTAH COUNTY, UTAH

By:_____
Mayor

Approved By

STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY, DRINKING WATER BOARD

By: _____
Its: _____

Costs of Issuance

Payee	Purpose	Amount
Lewis Young Robertson & Burningham, Inc.	Financial Advisor	
Smith Hartvigsen, PLLC	Bond Counsel	
U.S. Bank National Association	Trustee	
City of Cedar Hills	Misc. Reimbursement	
TOTAL		

CITY OF CEDAR HILLS

TO: Mayor McGee, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: December 4, 2008

City Council
Memorandum

SUBJECT: CARE Tax
Ordinance - 0.1% Local Sales and Use Tax
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake

BACKGROUND AND FINDINGS:
The City held and election on November 4, 2008, with a ballot proposition to impose a CARE Tax of 0.1%. The proposition passed. The Council needs to adopt the proposed ordinance to actually impose the tax.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

SUPPORTING DOCUMENTS:

RECOMMENDATION
To approve the Ordinance

MOTION
To approve Ordinance No. _____, an ordinance imposing a 0.1% local sales and use tax for the purpose of financing cultural, arts and recreational facilities with in the City; and related matters.

ORDINANCE NO. _____

CITY OF CEDAR HILLS, UTAH

CARE TAX ORDINANCE
DECEMBER 9, 2008

AN ORDINANCE IMPOSING A 0.1% LOCAL SALES AND USE TAX FOR THE PURPOSE OF FINANCING CULTURAL, ARTS AND RECREATIONAL FACILITIES WITHIN THE CITY; AND RELATED MATTERS.

WHEREAS, Title 59, Chapter 12, Part 14 of the Utah Code (the "Act") authorizes cities in Utah to submit to the registered voters of the city the question of whether the city should impose a 0.1% Sales and Use Tax within the city for the limited purpose of funding cultural, arts and recreational facilities in the city (the "CARE Tax"); and

WHEREAS, the City Council held a special election on November 4, 2008, where a ballot proposition for the imposition of the CARE Tax was submitted to the registered voters within the City and a majority of those voters voted in favor of that ballot proposition;

WHEREAS, the City shall contract, prior to the effective date of this Ordinance, with the Utah State Tax Commission to perform all functions incident to the administration or operation of this Ordinance; and

WHEREAS, the City Council has determined that a CARE Tax would be beneficial to the City and its residents through the promotion of cultural, arts and recreational facilities in the City;

NOW, THEREFORE, be it ordained by the City Council of the City of Cedar Hills, Utah County, Utah, as follows:

Section 1. The City of Cedar Hills hereby imposes a 0.1% Sales and Use Tax, referred to as the "CARE Tax," pursuant to the City or Town Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities, Title 59, Chapter 12, Part 14 of the Utah Code (the "Act") for the purpose of financing cultural, arts and recreational facilities within the City of Cedar Hills. The CARE Tax will be levied and administered under the terms of the Act.

Section 2. The CARE Tax will be imposed upon the transactions described in Section 59-12-103(1) of the Act, that are located within the City of Cedar Hills, except as such transactions are exempt from sales and use taxes under Section 59-12-104 of the Act. The CARE Tax shall be used to fund any eligible facilities and organizations described in the Act. The CARE Tax supplements, but does not replace, the sales and use tax established under Title 3, Chapter 2, Article A of the City Code of the City of Cedar Hills.

Section 3. The CARE Tax will take effect on April 1, 2009, and will remain effective for eight (8) years after that date. For transactions subject to the CARE Tax pursuant to Section 59-12-103(1)(b)-(k), the effective date shall be the first day of the billing period that begins after April 1, 2009, if the billing period for the transaction begins before April 1, 2009. For catalogues sales (as defined by the Utah State Tax Commission) where the amount of the tax due is based on tax rates published in the catalogue, the effective date shall be June 1, 2009.

Section 4. The City Recorder is directed to deliver a notice in substantially the form attached as Exhibit A to the Utah State Tax Commission. The City Recorder is further directed to publish this ordinance in a newspaper of general circulation within the City.

Section 5. All acts, resolutions and ordinances in conflict with any part of this Ordinance are repealed and superseded by this Ordinance.

Section 6. The City Recorder is directed to complete the attached Record of Proceedings.

APPROVED AND ADOPTED this December 9, 2008.

_____
Michael C. McGee, Mayor

ATTEST:

_____
Kim E. Holindrake, City Recorder

[SEAL]

RECORD OF PROCEEDINGS

The Council of the Issuer met in public session at the regular meeting place of the Council at 3925 W. Cedar Hills Dr. in Cedar Hills, Utah, on December 9, 2008, at the hour of 7:00 p.m., or as soon thereafter as feasible, with the following members of the Council being present:

Michael McGee	Mayor
Kenneth Kirk	Councilmember
Charelle Bowman	Councilmember
Eric Richardson	Councilmember
Marisa Wright	Councilmember
Jim Perry	Councilmember

Also present:

Konrad Hildebrandt	City Manager
Kim E. Holindrake	City Recorder

Absent:

After the meeting had been duly called to order and after other matters were discussed, the foregoing ordinance (the "Ordinance") was introduced in written form and fully discussed.

A motion to adopt the Ordinance was then duly made by Councilmember _____ and seconded by Councilmember _____ and the Ordinance was put to a vote and carried, the vote being as follows:

YEA:

NAY:

The Ordinance was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the Issuer.

CERTIFICATE OF CITY RECORDER

I, Kim E. Holindrake, the duly appointed and qualified City Recorder of the Issuer, do hereby certify that the attached Ordinance is a true, accurate and complete copy thereof as adopted by the Council at a public meeting duly held on December 9, 2008 (the "Meeting"). The Meeting was called and noticed as required by law as is evidenced by the attached Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Ordinance, with all exhibits attached, was deposited in my office on December 9, 2008, and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this December 9, 2008.

(S E A L)

_____

Kim E. Holindrake, City Recorder

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Kim E. Holindrake, the undersigned City Recorder of the Issuer, do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time and place of the December 9, 2008, public meeting, held by the Issuer as follows:

(a) By causing a Meeting Notice, in the form attached, to be posted at the Issuer's principal offices, at least 24 hours before the convening of the meeting, the Meeting Notice having continuously remained posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the Issuer at least 24 hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

In addition, the Notice of 2008 Annual Meeting Schedule for the Issuer, attached hereto, specifying the date, time and place of the regular meetings of the Council to be held during the 2008 calendar year was posted on December 21, 2007, at the principal office of the Council and provided to at least one newspaper of general circulation within the Issuer on December 21, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this December 9, 2008.

_____
Kim E. Holindrake, City Recorder

(S E A L)

[Attach Meeting Notice]

[Attach Notice of 2008 Annual Meeting Schedule]

Exhibit A

December 9, 2008

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

RE: Notice of Imposition of Local Sales and Use Tax in Cedar Hills, Utah.

To Whom It May Concern:

This letter will provide notice as required by Utah Code Section 59-12-1402(5)(b)(i)(B) that on December 9, 2008, the City Council of the City of Cedar Hills, Utah (the "City") adopted an ordinance imposing a 0.1% local sales and use tax (referred to as the "CARE Tax") within the City for the purpose of financing parks, arts and recreational facilities within the City. The CARE Tax is imposed under the authority of Title 59, Chapter 12, Part 14 of the Utah Code. The CARE Tax will take effect on April 1, 2009, and will remain effective for 8 years after that date. For transactions subject to the CARE Tax pursuant to Section 59-12-103(1)(b)-(k), the effective date shall be the first day of the billing period that begins after April 1, 2009, if the billing period for the transaction begins before April 1, 2009. For catalogues sales (as defined by the Utah State Tax Commission) where the amount of the tax due is based on tax rates published in the catalogue, the effective date shall be June 1, 2009.

Sincerely,

Kim E. Holindrake
City Recorder
Cedar Hills, Utah

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David H. Bunker, City Engineer
DATE:	12/9/2008

City Council
Agenda Item

SUBJECT:	Pressurized Irrigation System Upgrade Project 2009
APPLICANT PRESENTATION:	None
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

Bids for the construction of the Pressurized Irrigation System Upgrade Project 2009 will be accepted until December 9, 2008. After bids are received and publicly opened, they will be evaluated. The bids will be presented at City Council for review and award.

PREVIOUS LEGISLATIVE ACTION:

NA

FISCAL IMPACT:

The engineers estimate for the wet well and pipe work portion of the project is estimated at $359,883.

SUPPORTING DOCUMENTS:

To be presented at the City Council meeting of 12/09/2008.

RECOMMENDATION:

Staff recommends City Council review the presented bids and award the project to the responsive low bidder, considering budget limitations.

MOTION:

To award/not award a contract to _____, for the construction of the Pressurized Irrigation System Upgrade Project 2009 in the approximate amount of $_____.

CITY OF CEDAR HILLS

TO: Mayor McGee, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: December 4, 2008

City Council
Memorandum

SUBJECT: Boundary Adjustment with Pleasant Grove City
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake

BACKGROUND AND FINDINGS:
On November 19, 2008, the City received documentation from Pleasant Grove City indicating a number of residents in Pleasant Grove who want to boundary adjust from Cedar Hills to Pleasant Grove. At this time the City of Cedar Hills has not received reciprocal documents from the residents making the request.

Before continuing, staff would like direction from the Council as to whether the City is willing to make this adjustment.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

SUPPORTING DOCUMENTS:
- Map of proposed boundary adjustment area
- Requests to boundary adjust

RECOMMENDATION

MOTION

Pleasant Grove
Utah's City of Trees

PLEASANT GROVE CITY CORPORATION

70 South 100 East
Pleasant Grove, Utah 84062
Phone (801) 785-5045
FAX# (801) 785-8925

FAX TRANSMITTAL COVER

Agency / Company Name: Cedar Hills
Contact Name: Recorder Holindrake
Fax Number: 801-796-3543
Sender: Amanda **Date Sent:** 11-19-08
Time Sent: 10:15 p.m. **Number of Pages:** 3
(Including Cover Sheet)

COMMENTS: Kim:

Attached are the documents requesting a boundary adjustment from Cedar Hills into Pleasant Grove City.

As we discussed, please discuss with your administrator and council and let us know if you're amiable to this request.

Thanks

Amanda

THIS INFORMATION IS CONFIDENTIAL AND SHOULD BE USED FOR INTENDED PURPOSES ONLY.

◆ **If there are any problems with this transmission, please call at: (801) 785-5045** ◆

RECEIVED
NOV 10 2008

November 5, 2008

Mayor and Council of Pleasant Grove
Mayor and Council of Cedar Hills

Attached is a request and signatures for an adjustment of a common municipal boundary in accordance with Section 10-2-419, Utah Code Annotated, between Cedar Hills and Pleasant Grove.

Thanks for your consideration.

REQUEST TO INITIATE AN
ADJUSTMENT OF A COMMON MUNICIPAL BOUNDARY

Date: 11-5-08

In accordance with the authorization of Section 10-2-419, Utah Code Annotated, we the undersigned, by virtue of our signatures affixed hereto, do hereby request Pleasant Grove City, Utah to initiate the proceedings to adjust the common municipal boundary between the City of Cedar Hills and Pleasant Grove City to the effect that the parcel(s) identified on the attached, accurate and recordable map, prepared by a licensed surveyor, be transferred into the municipal jurisdiction of Pleasant Grove City and out of the City of Cedar Hills.

TAX I.D. NO.	Name(s) of Owner(s)	Signature of Owner(s)
55168 0001	Gordon & Melody Olsen	Gordon L. Olsen & Melody Olsen
14002 0110	Gordon & Melody Olsen	Gordon L. Olsen & Melody Olsen
14002 0133	DENNIS THAYNE KANDA THAYNE	Dennis Thayne Kanda Thayne
14002 0132	PAUL W. WARNER	Paul W. Warner
55168 0004	Diane Warner	DIANE WARNER

CITY OF CEDAR HILLS

TO: Mayor McGee, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: December 4, 2008

City Council
Memorandum

SUBJECT: Board and Committee Appointments
APPLICANT PRESENTATION:
STAFF PRESENTATION: Mayor McGee

PARKS AND TRAILS COMMITTEE

BACKGROUND AND FINDINGS:

Mayor McGee contacted Stephanie Martinez, whose term ends December 31, 2008. She would like to serve another term.

RECOMMENDATION

Mayor McGee appoints Stephanie Martinez to another 3-year term on the Parks and Trails Committee beginning January 1, 2009.

MOTION

To affirm Mayor McGee's appointment of Stephanie Martinez to the Parks and Trails Committee beginning January 1, 2009, with a term ending December 31, 2011.

BOARD OF ADJUSTMENT

BACKGROUND AND FINDINGS:

Mayor McGee contacted Jeff Lindstrom, whose term ends December 31, 2008. He would like to serve another term.

RECOMMENDATION

Mayor McGee appoints Jeff Lindstrom to another 5-year term on the Board of Adjustment beginning January 1, 2009.

MOTION

To affirm Mayor McGee's appointment of Jeff Lindstrom to the Board of Adjustment. beginning January 1, 2009, with a term ending December 31, 2013.

PLANNING COMMISSION

BACKGROUND AND FINDINGS:

Mayor McGee contacted Donald Steele and Gary Maxwell, whose terms end December 31, 2008. They both would like to serve another term.

RECOMMENDATION

Mayor McGee appoints Donald Steele and Gary Maxwell to another 3-year term on the Planning Commission beginning January 1, 2009.

MOTION

To affirm Mayor McGee's appointment of Donald Steele and Gary Maxwell to the Planning Commission beginning January 1, 2009, with terms ending December 31, 2011.

PLANNING COMMISSION - ALTERNATES

BACKGROUND AND FINDINGS:

Mayor McGee contacted Bobby Seegmiller (1st Alternate) and Glenn Dodge (2nd Alternate), who are serving on the Planning Commission, respectively. They both would like to retain their position on the Planning Commission.

RECOMMENDATION

Mayor McGee appoints Bobby Seegmiller and Glenn Dodge as first alternate and second alternate, respectively, to the Planning Commission.

MOTION

To affirm Mayor McGee's appointment of Bobby Seegmiller as First Alternate and Glenn Dodge as Second Alternate to the Planning Commission.

CITY OF CEDAR HILLS

TO: Mayor McGee, City Council and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: December 3, 2008

City Council
Memorandum

SUBJECT: Setting the Time and Place of City Council Meetings for 2009
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake

BACKGROUND AND FINDINGS:
According to UCA 10-3-502, the City is required to set by ordinance the time and place for holding its regular Council meetings, which shall be held at least once each month. Also according to UCA 52-4-202, the City is required to adopt and give notice of its annual meeting schedule for Council meetings.

Please review the attached schedule, which retains City Council meetings on the first and third Tuesday of each month with the exception of April, July, November, and December because of conferences, holidays and elections.

PREVIOUS LEGISLATIVE ACTION:
None

FISCAL IMPACT:
None

SUPPORTING DOCUMENTS:
Proposed ordinance and 2009 meeting schedule

RECOMMENDATION
To approve the proposed 2009 City Council meeting schedule.

MOTION
To adopt Ordinance _____, An Ordinance setting the time and place of the regular meetings of the City Council of the City of Cedar Hills, Utah.

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH.

WHEREAS, §10-3-502 UCA requires that the time and place of regular City Council meetings be set by ordinance, which meetings shall be held once each month, and

WHEREAS, §52-4-202 UCA requires the City to adopt and give notice of its annual meeting schedule.

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

SECTION I
ESTABLISHMENT OF TIME AND PLACE OF COUNCIL MEETINGS

The regular meetings of the City Council of the City of Cedar Hills for the year 2009 shall be held according to the attached schedule, commencing at 7:00 p.m. The location of said Council meetings shall be the Cedar Hills Public Safety Building at 3925 W Cedar Hills Drive, Cedar Hills, Utah.

SECTION II
CONFLICTING ORDINANCES REPEALED

All other ordinances that are in conflict herewith are hereby repealed.

SECTION III
EFFECTIVE DATE

This ordinance shall take effect upon its passage and posting.

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 9TH DAY OF DECEMBER, 2008.

APPROVED:

_____
Michael C. McGee, Mayor

ATTEST:

_____
Kim E. Holindrake, City Recorder

CITY OF CEDAR HILLS
PUBLIC NOTICE OF REGULAR MEETINGS
FOR THE CITY COUNCIL
2009

Pursuant to Utah Code Annotated, Section 52-4-202, the City of Cedar Hills, Utah, hereby gives notice that the City Council will hold its regular council meetings according to the following schedule beginning at 7:00 p.m. at the Cedar Hills Public Safety Building, 3925 W Cedar Hills Drive, Cedar Hills, Utah.

JANUARY	6 and 20	7:00 p.m.
FEBRUARY	3 and 17	7:00 p.m.
MARCH	3 and 17	7:00 p.m.
APRIL	7 (conferences)	7:00 p.m.
MAY	5 and 19	7:00 p.m.
JUNE	2 and 16	7:00 p.m.
JULY	14 (holiday schedule)	7:00 p.m.
AUGUST	4 and 18	7:00 p.m.
SEPTEMBER	1 and 15	7:00 p.m.
OCTOBER	6 and 20	7:00 p.m.
NOVEMBER	10 (election schedule)	7:00 p.m.
DECEMBER	8 (holiday schedule)	7:00 p.m.