

CITY COUNCIL MEETING
Tuesday, March 3, 2009 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, March 3, 2009, 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 February 17, 2009, Public Hearing and Regular City Council Meeting

SCHEDULED ITEMS

4. Review/Action on a Resolution Authorizing the Issuance and Sale of Approximately \$925,000 Utility Revenue Bonds, Series 2009 for Utility System Improvements, Including Secondary Irrigation Water Improvements, and Related Matters
5. Review/Action on Revised Site Plan the Cedar Hills Retail Subdivision, Lot 2 - Phillips Edison - Chase Bank
6. Presentation/Discussion on Decisions 2009
7. Review/Action to Award the Bid for the 2009 Cottonwood Well Pump House Project
8. Review/Action on to Award the Bid for the Cottonwood Hills Estates Improvement Project
9. Report/Discussion on Fiscal Year 2010 Budget (July 1, 2009 to June 30, 2010)
10. Review/Action on Cedar Hills Golf Course Items, Clubhouse and Clubhouse Contract
11. Discussion Regarding Amendments to the Guidelines for the Design and Review of Planned Commercial Development
12. City Manager Report and Discussion

MAYOR AND COUNCIL REPORTS

13. Board and Committee Reports

EXECUTIVE SESSION

14. Motion to go into Executive Session, Pursuant to Utah State Code 52-4-5
* * * EXECUTIVE SESSION * * *
15. Motion to Adjourn Executive Session and Reconvene City Council Meeting

ADJOURNMENT

16. Adjourn

Posted this 26th day of February, 2009.

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
DATE:	3/3/2009

City Council Agenda Item

SUBJECT:	Authorizing Resolution – 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
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Konrad Hildebrandt, City Manager
BACKGROUND AND FINDINGS: The City Council has previously approved a parameters resolution for the issuance and sale of PI Improvement Water system and PI Improvements Bonds. This is the final authorizing resolution for the sale of said bonds.	
PREVIOUS LEGISLATIVE ACTION: Bond Parameter Resolution	
FISCAL IMPACT: \$900,000	
SUPPORTING DOCUMENTS: Attached	
RECOMMENDATION: Approve, by resolution, the Utility Revenue Bonds, Series 2009 for utility system improvements, including secondary irrigation water improvements; and related matters.	
MOTION: Approve, by resolution, the Utility Revenue Bonds, Series 2009 for utility system improvements, including secondary irrigation water improvements; and related matters.	

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

**AUTHORIZING RESOLUTION
[_____], 2009**

RESOLUTION NO. _____

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 March 1, 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, Wells Fargo Bank, N.A. (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 total 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 irrevocable 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) which 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 which 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 March 3, 2009.

Mayor

ATTEST:

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 West 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)

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.

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. __)

\$ _____

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

Bond Purchase Contract

March 3, 2009

City of Cedar Hills
3925 West Cedar Hills Dr.
Cedar Hills, UT 84062

The undersigned, Wells Fargo Bank, N.A. (the “Purchaser”), offers to purchase from the City of Cedar Hills, Utah County, Utah (the “Issuer”), all (but not less than all) of the \$ _____ Utility Revenue Bonds, Series 2009 of the Issuer (the “Bonds”), with delivery and payment at the offices of Smith Hartvigsen, PLLC in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Contract (the “Purchase Contract”) on or before 11:59 p.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Purchase Contract, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, and the expected date of delivery and payment (the “Closing”).

2. You represent and covenant to the Purchaser that (a) you have and will have at the Closing the power and authority to enter into and perform this Purchase Contract, to adopt the Resolution dated _____, 2009 (the “Resolution”), authorizing a Third Supplemental Indenture, dated as of _____, 2009, which Third Supplemental Indenture supplements a General Indenture dated as of February 1, 2006 between the Issuer and U.S. Bank National Association, as Trustee, as previously amended and supplemented (collectively the “Indenture”) and to deliver and sell the Bonds to the Purchaser, (b) this Purchase Contract and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject, (c) no governmental approval or authorization in addition to the Resolution and Indenture and other actions previously taken by the Issuer is required in connection with the sale of the Bonds to the Purchaser, (d) this Purchase Contract and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally

affecting creditors' rights, (e) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Resolution, the Indenture or this Purchase Contract, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds, the adoption of the Resolution, the Indenture, the operation of the System (as defined in the Indenture), the collection of the Revenues (as defined in the Indenture) or the execution and delivery of this Purchase Contract.

3. As conditions to the Purchaser's obligations hereunder:

(a) From the time of the execution and delivery of this Purchase Contract to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer; (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Bonds or the interest thereon or the contemplated transaction; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Bonds, in definitive form, duly executed;

(ii) A certificate dated as of the closing date from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Contract delivered to us with respect to the Issuer are true and correct when made and as of the Closing;

(iii) Acknowledgment of the costs of issuance budget with respect to the issuance of the Bonds;

(iv) The approving opinion of Smith Hartvigsen, PLLC, Bond Counsel, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal income tax purposes;

(v) Such additional certificates, instruments, and other documents (including, without limitation, those set forth on Exhibit A, if any) as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer and of Bond Counsel, the cost of preparing and printing the Bonds and other closing costs.

5. This Purchase Contract is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Purchase Contract.

Sincerely,

WELLS FARGO BANK, N.A.

By: _____

Its: _____

Accepted on behalf of
City of Cedar Hills, Utah County, Utah

Mayor

Attest and Countersign:

City Recorder

(SEAL)

EXHIBIT A

DESCRIPTION OF BONDS

1. Issue Size: \$
2. Purchase Price: \$
3. Reoffering Discount: \$
4. Purchaser's Fee: \$
5. Accrued Interest: \$
6. Principal Payment Date:
7. Interest Payment Date:
8. Interest Rates: (see below)
9. Maturity Dates: (see below)
10. Dated Date:
11. Form: Registered Bonds
12. Closing Date:
13. Pricing:

Maturity Date
(_____)

Principal
Amount

Interest

14. Redemption:

THIRD SUPPLEMENTAL INDENTURE OF TRUST

Dated as of March 1, 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 March 1, 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”);

WITNESSETH:

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, Wells Fargo Bank, N.A. (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 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.

“Outstanding Bonds” means the Issuer’s Utility Revenue and Refunding Bonds, Series 2006 and the Issuer’s Utility Revenue Bonds, Series 2009.

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

“Purchaser” means Wells Fargo Bank, N.A., or any successor agency thereof.

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

“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

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. 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.

Section 2.2 Date and Maturities. The Series 2009 Bonds shall be dated as of the initial date of delivery, and shall mature on March 1 in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their dated date or unless, as shown by the records of the Trustee, interest on the Series 2009 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their dated date, payable on March 1, and September 1, beginning September 1, 2009, at the rates per annum as set forth below:

<u>Maturity Date</u> <u>(March 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__		

The interest on Series 2009 Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Regular Record Date for such interest, which shall be fifteen days (whether or not a business day) immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Series 2009 Bonds on such Regular Record Date, and may be paid to the registered owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such registered owner not less than ten days prior to such Special Record Date. The principal of and interest on the Series 2009 Bonds shall be paid by check or draft mailed on each Interest Payment Date to the Holder of each of the

Series 2009 Bonds as the name and address of such Holder appears on the Record Date in the Register. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 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 receipt of payment for the Series 2009 Bonds.

Section 2.4 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 2.5 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 2.6 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 2.7 Redemption.

(a) Optional Redemption. The Series 2009 Bonds maturing on or prior to March 1, 2019, are not subject to redemption prior to maturity. The Series 2009 Bonds maturing after March 1, 2019, are subject to redemption at the option of the Issuer on March 1, 2019, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer, at a redemption price equal to 100% of the principal amount of the Series 2009 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

(b) Extraordinary Redemption. Notwithstanding the limitation on optional redemption set forth in Section 2.7(a) above, in any year (any twelve month period) prior to March 1, 2019, the Issuer may redeem a portion of the Series 2009 Bonds up to ten percent (10%) of the total outstanding principal amount of the Series 2009 Bonds then outstanding at a redemption price equal to 100% of the principal amount of the Series 2009 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. The Issuer may not redeem more than ten percent (10%) of the then outstanding principal amount of the Series 2009 Bonds in any given year.

(c) Mandatory Redemption. The Series 2009 Bonds maturing on March 1, 20___, are subject to mandatory sinking fund redemption at a redemption price

equal to 100% of the principal amount thereof and accrued interest to the redemption date on the dates and in the principal amounts as follows:

<u>Mandatory Sinking Fund Redemption Date</u>	<u>Principal Amount</u>
March 1, 20__	

†Final Maturity

Upon redemption of any Series 2009 Bonds maturing on March 1, 20__, other than by application of such Mandatory Sinking Fund Redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such Mandatory Sinking Fund Redemption amounts for the Series 2009 Bonds maturing on March 1, 20__, in such order as may be directed by the Issuer.

ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2009 Bonds. The Issuer shall deposit with the Trustee the 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.

Section 3.3 Debt Service Reserve Fund. No Debt Service Reserve Requirement is required or established with respect to the Series 2009 Bonds.

Section 3.4 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

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 V

MISCELLANEOUS

Section 5.1 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 \$_____, is hereby ratified, confirmed and approved consistent with the Bond Purchase Contract attached hereto as Exhibit C, which is hereby approved.

Section 5.2 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 accountants, showing the receipts and disbursements for the account of the System, 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 Second 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) 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.

(c) 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.

(d) 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.

(e) The Issue covenants that in the event it is delinquent on the payment of principal and/or interest that it shall pay a delinquent payment penalty of 18% per annum on the delinquent amount of principal and/or interest.

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: _____
Mayor

(S E A L)

Countersigned:

City Recorder

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE

By: _____

Title: _____

EXHIBIT "A-1"

(FORM OF SERIES 2009 BOND)

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

Number R - _____

\$ _____

Interest Rate

Maturity Date
March 1, 20__

Original Dated Date
March __, 2009

REGISTERED OWNER: WELLS FARGO BANK, N.A.

PRINCIPAL AMOUNT:

City of Cedar Hills, Utah County, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on or before the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable September 1, 2009, and semiannually thereafter on the 1st day of March and September of each succeeding year (each an "Interest Payment Date"), until said Principal Amount is paid. Principal shall be payable upon surrender of this Bond at the principal offices of U.S. Bank National Association, ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the "Record Date") at the address of such Registered Owner as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds in the aggregate principal amount of \$ _____ of like tenor and effect, except as to date of maturity, numbered R-1

and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of February 1, 2006, and Third Supplemental Indenture of Trust by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), dated as of March 1, 2009 (collectively the "Indenture") approved by resolutions adopted on March 3, 2009 (the "Bond Resolution"), to (i) acquire and construct utility improvements, including secondary water improvements, and (ii) pay issuance expenses to be incurred in connection with the issuance and sale of the Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "City of Cedar Hills, Utah County, Utah Utility Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Net Revenues as defined in and more fully described and provided in the Indenture.

This Bond shall be payable only from the Net Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with this Bond, 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 issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, the terms upon which the Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Bonds and on all Bonds authenticated prior to September 1, 2009, shall accrue from the Original Dated Date specified above. Interest on the Bonds authenticated on or subsequent to September 1, 2009, shall accrue from the March 1 or September 1 next preceding their date of authentication, or if authenticated on March 1, or September 1 as of that date; provided, however, that if interest on the Bonds shall be in default, interest on the Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Bonds surrendered.

Optional Redemption. The Bonds maturing on or prior to March 1, 2019, are not subject to redemption prior to maturity. The Bonds maturing after March 1, 2019, are subject to redemption at the option of the Issuer on March 1, 2019, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

Extraordinary Redemption. Notwithstanding the limitation on optional redemption set forth in Section 2.7(a) above, in any calendar year prior to March 1, 2019, the Issuer may redeem a portion of the Series 2009 Bonds up to ten percent (10%) of the total outstanding principal amount of the Series 2009 Bonds then outstanding at a redemption price equal to 100% of the principal amount of the Series 2009 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. The Issuer may not redeem more than ten percent (10%) of the then outstanding principal amount of the Series 2009 Bonds in any given calendar year.

Mandatory Redemption. The Series 2009 Bonds maturing on March 1, 20__, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date on the dates and in the principal amounts as follows:

<u>Mandatory Sinking Fund Redemption Date</u>	<u>Principal Amount</u>
March 1, 20__	

†Final Maturity

Upon redemption of any Series 2009 Bonds maturing on March 1, 20__, other than by application of such Mandatory Sinking Fund Redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such Mandatory Sinking Fund Redemption amounts for the Series 2009 Bonds maturing on March 1, 20__, in such order as may be directed by the Issuer.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the Principal Corporate Trust Offices of U.S. Bank National Association (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.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Revenues as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

It is hereby declared and represented 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, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer 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 the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Net Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor 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 the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its seal or a facsimile thereof.

(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 and Refunding 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: _____

(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 March 1, 2009, you are hereby authorized to pay to the following costs of issuance from the Series 2009 Construction Subaccount:

[See Attached Schedule]

By: _____
Mayor

CITY OF CEDAR HILLS, UTAH
COUNTY, UTAH

Costs of Issuance

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
Lewis Young Robertson & Burningham, Inc.	Financial Advisor	
Smith Hartvigsen, PLLC	Bond Counsel	
U.S. Bank National Association	Trustee	
Wells Fargo Bank, N.A.	Purchaser	
City of Cedar Hills	Misc. Reimbursement	
 TOTAL		

EXHIBIT "C"

BOND PURCHASE CONTRACT

(See Transcript Document No. __)



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Greg Robinson, Assistant to the City Manager
DATE:	3/3/2009

City Council Agenda Item

SUBJECT:	Review/ Recommendation on Preliminary/Final Revised Site Plan for the Cedar Hills Retail Subdivision, Lot 2 - Phillips Edison - Chase Bank
APPLICANT PRESENTATION:	Chris Grzybowski, Phillips Edison Project Manager & Rick Espinosa, CLC
STAFF PRESENTATION:	Greg Robinson, Assistant to the City Manager, Planning

BACKGROUND AND FINDINGS:

Chase Bank, which has previously been approved for the Amsource development, is now looking to relocate to the opposite side of Cedar Hills Dr. on the Phillips Edison development. There are no major changes to the building except for the rotation of the building and also some minor adjustments to the drive through. From the original Phillips Edison design this will remove the multi-tenant building, and replace it with just the Chase building. There will be an increased amount of landscaping, but no major changes to drainage, or other site improvements. Chase will also increase the number of parking stalls from their original design.

One area that will need to be reviewed will be the road dedication for 4800 West, including the building setbacks.

This Item will be discussed at the February Planning Commission Meeting; staff will give the Council its update regarding their discussion and decision at Council meeting.

PREVIOUS LEGISLATIVE ACTION:

February 17, 2009 – City Council extension of Phillips Edison Site Plan Approval

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Site Plan Documents and Building Elevations

RECOMMENDATION:

Since this is the same building this has been approved only on a different site, and that there are only minor changes to the Phillips Edison site plan, staff feels that this project should be approved subject to any changes, and completion of an amended or new development agreement, and submission of water rights.

MOTION:

To approve the Preliminary/Final of the Revised Site Plan for the Cedar Hills Retail Subdivision, Lot 2, subject to...

PHILLIPS EDISON & COMPANY

February 20, 2009

City of Cedar Hills
Attn: Greg Robinson
3925 West Cedar Hills Drive
Cedar Hills, UT 84062

RE: Cedar Hills Lone Peak Village
Existing Site Drawings
Chase Bank / Planning Commission Meeting

Dear Greg,

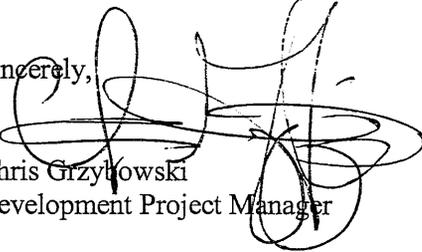
Please find attached (15) fifteen copies of our existing drawings for Building 2, Lot 2. Phillips Edison & Company is providing this information for review by the Planning Commission during their next session, February 26, 2009 in order to obtain approval of our proposed modification inserting Chase Bank into the development.

In addition to our drawings, the architect for Chase Bank, CLC Associates, will be providing comparable drawings, under separate cover, for the bank in order to discuss and verify any changes that will occur.

As we discussed today with staff, the requested minor changes will be made to the Chase Bank submittal. We believe that the bank fits very well into the development and will significantly enhance this important corner to the City of Cedar Hills.

If there are any questions or additional needs to accommodate the February 20, 2009 meeting, please call for discussion.

Sincerely,


Chris Grzykowski
Development Project Manager

Attachments:





CLC ASSOCIATES
 420 EAST SOUTH TEMPLE
 SUITE 550
 SALT LAKE CITY
 UTAH 84111
 P 801 383 5605
 F 801 383 5604
 CLCASSOC.COM

ARCHITECTURE
 ENGINEERING PLANNING
 LANDSCAPE ARCHITECTURE
 LAND SURVEYING

SITE DEVELOPMENT PLANS
 FOR
CEDAR HILLS RETAIL
 4800 WEST CEDAR HILLS DRIVE
 UTAH COUNTY, UTAH



PREPARED UNDER THE
 DIRECT SUPERVISION OF
 RICHARD W. PIGGOTT, P.E.
 UTAH REGISTRATION NO.
 275990 FOR AND ON
 BEHALF OF CLC
 ASSOCIATES

SITE LAYOUT

DATE	DESCRIPTION
01/26/07	ORIGINAL PREPARATION
02/15/07	PRELIMINARY SUBMITTAL
03/20/07	CITY COUNCIL SUBMITTAL

PROJECT #: 05.0301
 DRAWN BY: CUM
 DESIGNED BY: CUM
 CHECKED BY: RMP

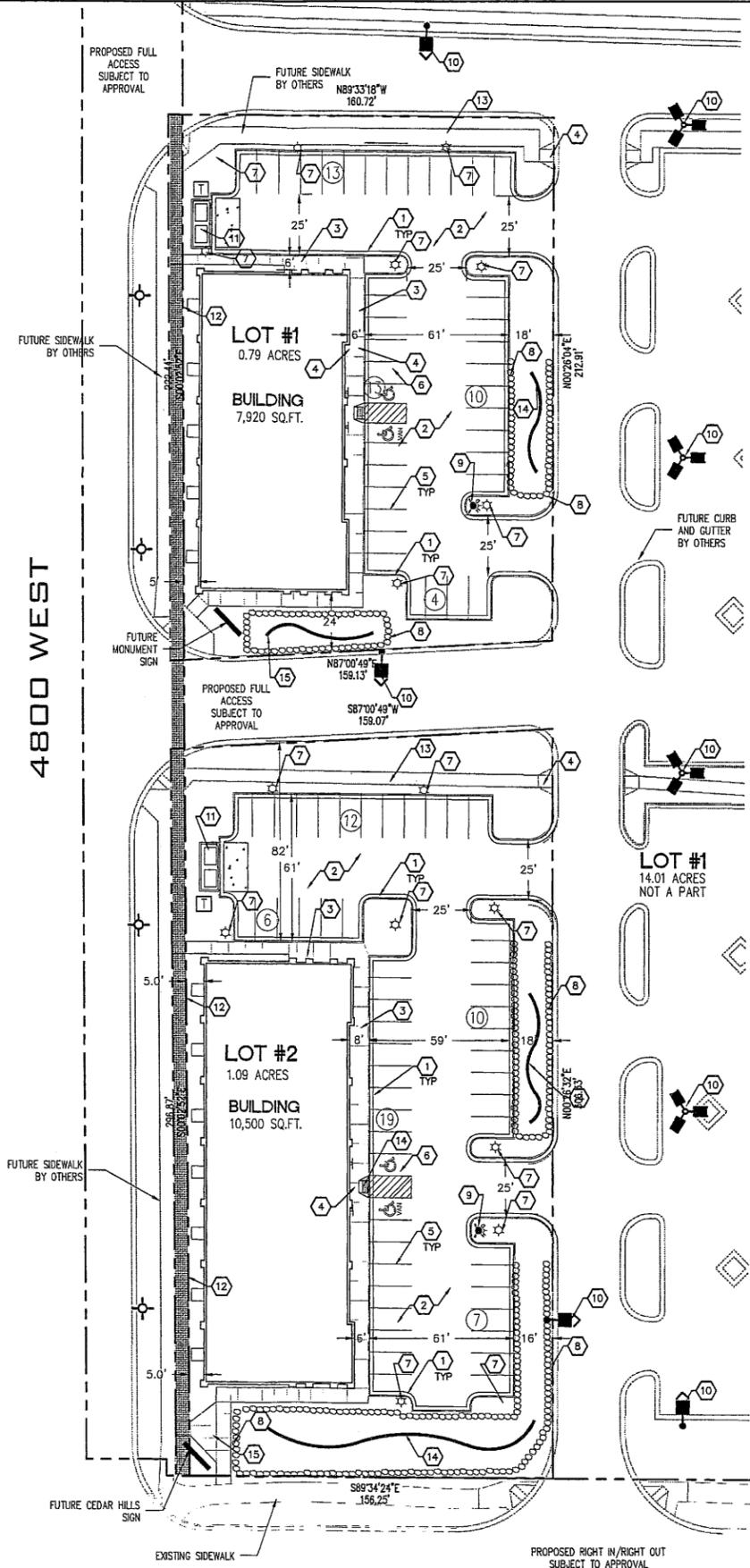
C3.10

CONSTRUCTION NOTES

- 1 CONSTRUCT CONCRETE CURB AND GUTTER (TYP) ONSITE. RE: DETAIL C, SHEET C3.90.
- 2 CONSTRUCT STANDARD DUTY ASPHALT CONCRETE PAVEMENT. RE: DETAIL A, SHEET C3.90.
- 3 CONSTRUCT CONCRETE SIDEWALK AT WIDTH SHOWN. RE: DETAIL D, SHEET C3.90.
- 4 CONSTRUCT PEDESTRIAN RAMP. RE: DETAIL E, SHEET C3.90.
- 5 PAINT 90° PARKING LOT STRIPING AS SHOWN SYSL/4°. RE: DETAIL B, SHEET C3.90.
- 6 CONSTRUCT HANDICAP ACCESSIBLE PARKING SPACE, TYPICAL. RE: DETAIL B, SHEET C3.90.
- 7 INSTALL DECORATIVE LIGHT POLE PER CITY OF CEDAR HILLS SPECIFICATION. (15 TYPICAL). RE: SHEET C3.11 FOR DETAIL.
- 8 CONSTRUCT ROCK RETAINING WALL. RE: DETAIL F, SHEET 3.90.
- 9 INSTALL FIRE HYDRANT PER CITY OF CEDAR HILLS SPECIFICATIONS.
- 10 PROPOSED LIGHT POLE BY OTHERS.
- 11 PROPOSED TRASH CONCRETE BLOCK TRASH ENCLOSURE. RE: ARCHITECTURAL DRAWINGS.
- 12 FUTURE 4800 SOUTH RIGHT OF WAY.
- 13 PROPOSED STAMPED COLORED CONCRETE WALKWAY BY OTHERS.
- 14 PROPOSED 12 INCH WIDE GRAVEL DRAINAGE PATH (2 INCH TO 6 INCH MINIMUM COBBLE). RE: DETAIL G, SHEET 3.90.
- 15 PROPOSED SEATING PLAZA.

LEGEND

PROPERTY LINE	---
CURB AND GUTTER	====
FUTURE CURB AND GUTTER BY OTHERS	====
EXISTING CURB AND GUTTER	- - - -
PARKING COUNT PER ROW	(25)
DECORATIVE LIGHT POLE	☼
ROCK RETAINING WALL	⊖⊖⊖⊖



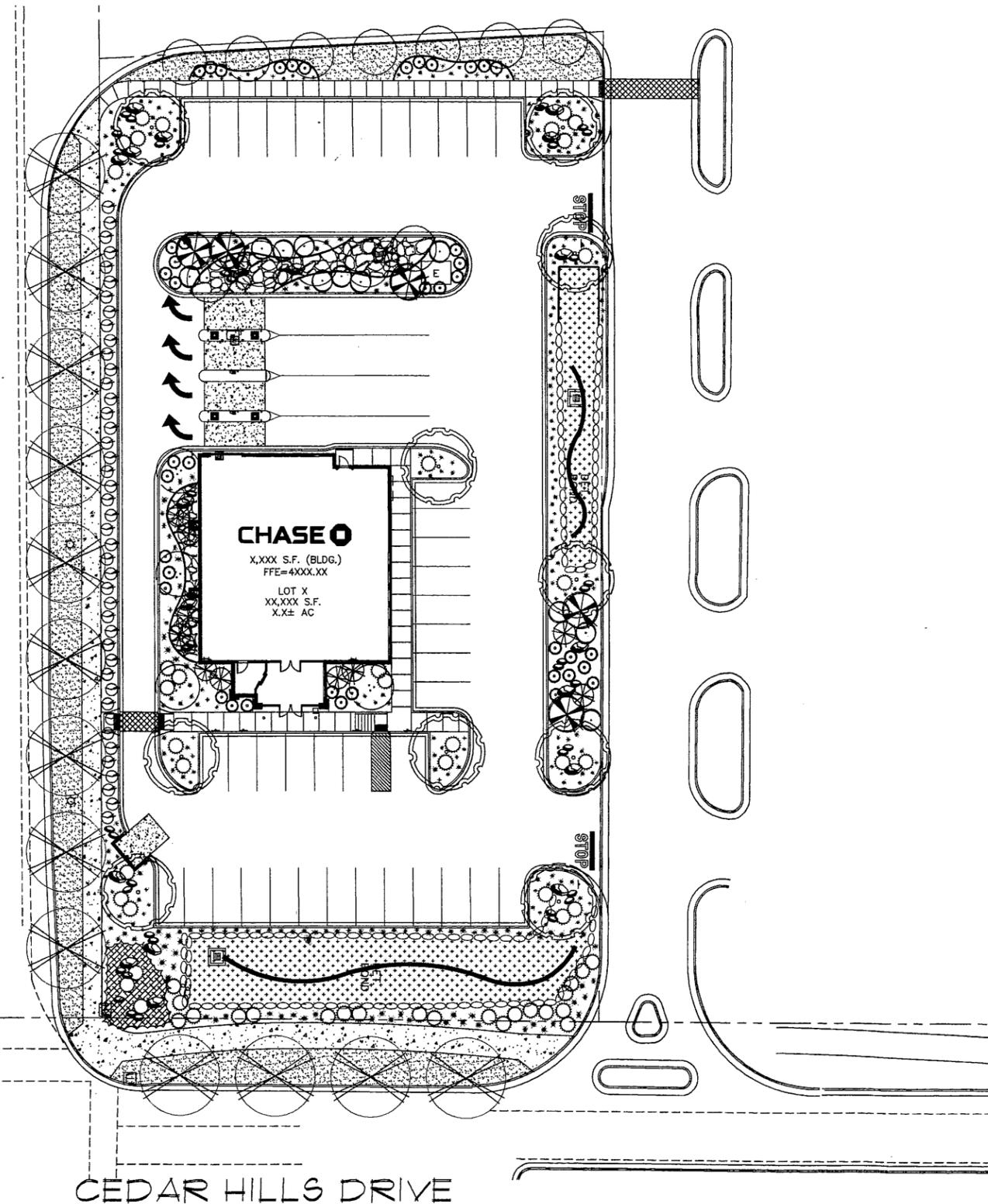
CEDAR HILLS DRIVE



CALL BEFORE YOU DIG.
 IT'S FREE AND IT'S THE LAW.
 BLUE STAMPS OF UTAH
 Utility Notification Center, Inc.
 1-800-662-4111
 www.bluestamps.org
 Dig Safely.

CAUTION: NOTICE TO CONTRACTOR
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

4800 WEST

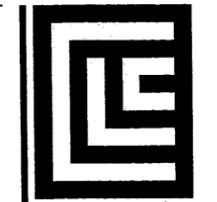


CEDAR HILLS DRIVE

PLANT LIST

QUAN.	SYM.	COMMON/BOTANICAL NAME	INSTALLED SIZE	REMARKS
SHADE/STREET TREES				
EQ		EMERALD QUEEN NORWAY MAPLE <i>Acer platanoides</i> 'Emerald Queen'	2" CAL. SINGLE TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
SH		SUNBURST HONEYLOCUST <i>G. triacanthos</i> 'Inermis Sunburst'	2" CAL. SINGLE TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
EVERGREEN TREES				
AG		ARNOLD'S SENTINEL PINE <i>Pinus nigra</i> 'Arnold's Sentinel'	1" MIN. SINGLE TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
VP		VANDERWOLFE PYRAMID PINE <i>Pinus flexilis glauca</i> 'Vanderwolfe Pyramid'	6" MIN. SINGLE TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
ORNAMENTAL/FLOWERING TREES				
KV		KRAUTER VESUVIUS FLUM <i>Prunus cerasifera</i> 'Krauter Vesuvius'	1 1/2" CAL. SINGLE TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
GR		GOLDEN RAINDROP CRAB APPLE <i>Malus sp.</i> 'Golden Raindrops'	1 1/2" CAL. MULTI TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
DECIDUOUS SHRUBS				
SB		SUNSHINE BLUE SPIREA <i>Caryophylla x clandonensis</i> 'Sunshine Blue'	5	SPACING AS SHOWN 5 CANES MIN.
LP		LODENSE PRIVET <i>Ligustrum vulgare</i> 'Lodense'	5	SPACING AS SHOWN 5 CANES MIN.
CP		CRIMSON PYGMY BARBERRY <i>B. thunbergii atropurpurea nana</i> 'Crimson Pygmy'	5	SPACING AS SHOWN 5 CANES MIN.
SN		SNOWFALL NINEBARK <i>Physocarpus opulus</i> 'Snowfall'	5	SPACING AS SHOWN 5 CANES MIN.
EVERGREEN SHRUBS				
CO		CREeping OREGON GRAPE <i>Mahonia repens</i> 'Creeping'	5	SPACING AS SHOWN 5 CANES MIN.
MM		MOPS MUGHO PINE <i>Pinus mugo</i> 'Mops'	5	SPACING AS SHOWN 5 CANES MIN.
CB		CREeping BLUE SPRUCE <i>Picea pungens glauca</i> 'Creeping Blue'	5	SPACING AS SHOWN 5 CANES MIN.
GRASSES				
KF		KARL FOERSTER FEATHER GRASS <i>Calamagrostis x scutiflora</i> 'Karl Foerster'	5	SPACING AS SHOWN 5 CANES MIN.
LB		LITTLE BUNNY FOUNTAIN GRASS <i>Fernestium alpestricoides</i> 'Little Bunny'	5	SPACING AS SHOWN 5 CANES MIN.
TURF				
		BIOTURF 60D - PERMANENT IRRIGATION SYSTEM BIOGRASS 60D FARM# 800 795 3236		
		PERENNIAL MIX - PLANTS	1 GAL	SPACING 18" O.C.
		'WOOLLY' THYME (<i>Thymus lanuginosus</i>), HARDY GERANIUM 'PURPLE PILLLOW' (<i>Geranium cantabrigiense</i>), 'AFTER MIDNIGHT' ECHINACEA (Echinacea Big Sky Series), 'CREME BRULEE' TICKSEED (<i>Coreopsis verticillata</i>), 'FANFARE' BLANKET FLOWER (<i>Gaillardia grandiflora</i> 'Fanfare'), VIETTE'S LITTLE SUZY BLACK EYED SUSAN (<i>Rudbeckia speciosa</i>)		
		RETENTION POND SEED MIX 'BIO-MEADOW' SEED MIX, ALSO TO INCLUDE: AURORA HARD FESCUE, TIFFANY CHEWING FESCUE, AND SHEEP FESCUE. BIOGRASS 60D FARM# 800 795 3236		
		COBBLE 3" MINUS WASHED COBBLE STONE - TO BE LOCALLY AVAILABLE - WITH UNDERLAYMENT OF DEWITT FRO 5 WEED BARRIER FABRIC. COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.		
		LANDSCAPE BOULDERS (Minimum 2'x2'x2')		
		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'. FOLLOW PLAN FOR BOULDER SIZES AND LOCATIONS. COORDINATE INSTALLATION TIMING WITH GENERAL CONTRACTOR OR BUILDING ARCHITECT TO AVOID DAMAGE TO HARDSCAPE.
		3'x3'x3'		
		4'x4'x4'		
		EDGER 6" x 6" EXTRUDED CONCRETE HEADER		

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.



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ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

SITE DEVELOPMENT CONSTRUCTION PLANS
FOR
CHASE BANK - CEDAR HILLS
BRANCH ID #6081
N 4800 WEST CEDAR HILLS DRIVE
CEDAR HILLS, UTAH 84062



PREPARED UNDER THE DIRECT SUPERVISION OF CHAD D. NIELSON, A.S.L.A. UTAH REGISTRATION NO. 488770 FOR AND ON BEHALF OF CLC ASSOCIATES

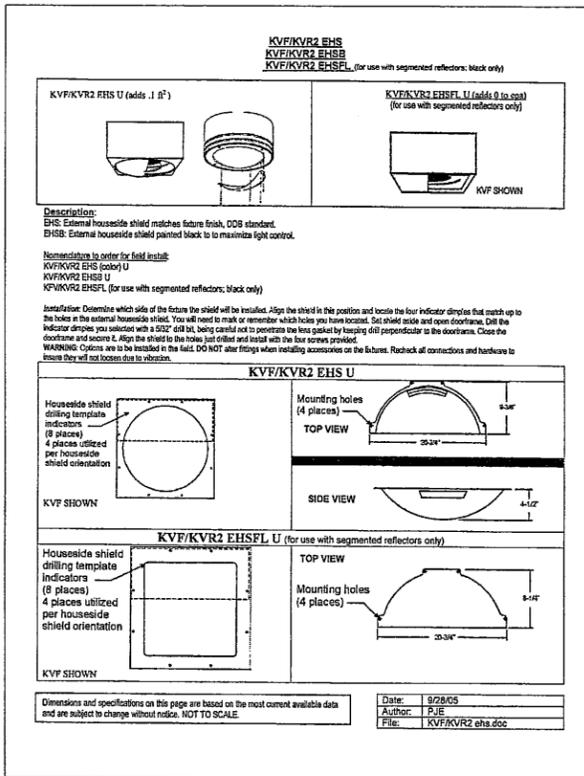
DATE	12/22/08
DESCRIPTION	BUILDING SUBMITTAL
LANDSCAPE PLAN	

PROJECT #: 07.0256
DRAWN BY: SMW
DESIGNED BY: SMW
CHECKED BY: GJM

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LITHONIA LIGHTING

FEATURES & SPECIFICATIONS

INTERIOR USE

CONSTRUCTION

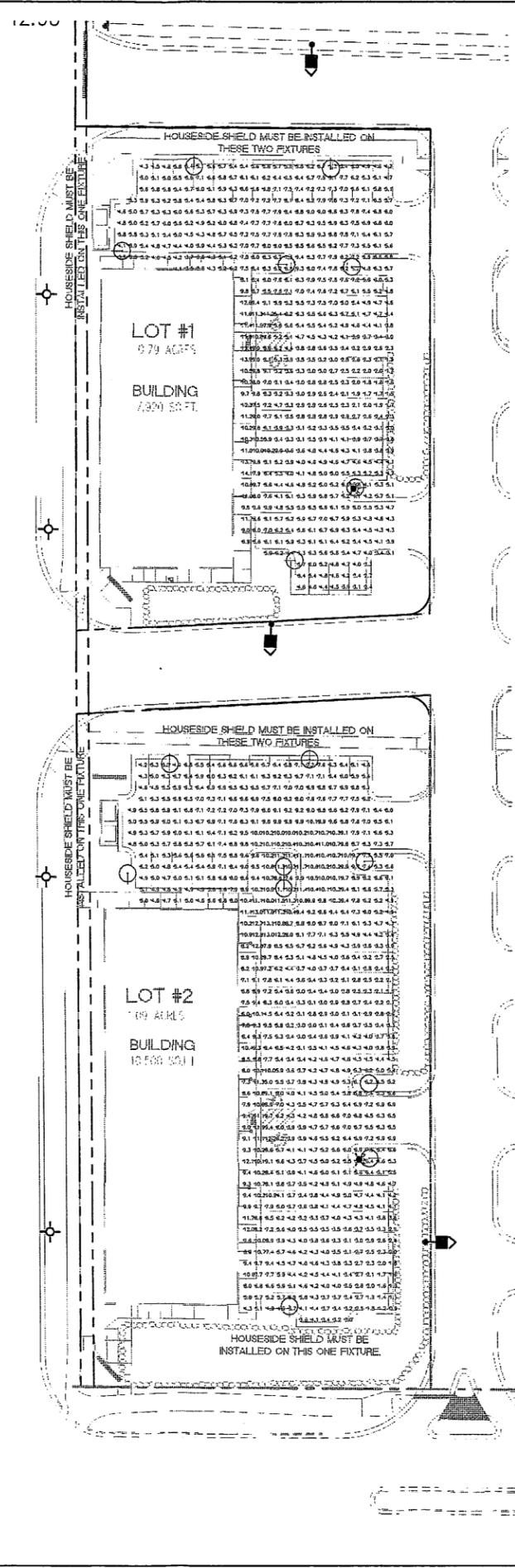
OFFICE

ELECTRICAL SYSTEMS

INSTALLATION

ORDERING INFORMATION

Model	Wattage	Mounting	Options
KVF2000	200	SPB Square base 12" x 12"	Optional: 12" or 18" arm, 18" or 24" height
KVF2500	250	SPB Square base 12" x 12"	Optional: 12" or 18" arm, 18" or 24" height
KVF3000	300	SPB Square base 12" x 12"	Optional: 12" or 18" arm, 18" or 24" height
KVF4000	400	SPB Square base 12" x 12"	Optional: 12" or 18" arm, 18" or 24" height
KVF5000	500	SPB Square base 12" x 12"	Optional: 12" or 18" arm, 18" or 24" height
KVF6000	600	SPB Square base 12" x 12"	Optional: 12" or 18" arm, 18" or 24" height
KVF8000	800	SPB Square base 12" x 12"	Optional: 12" or 18" arm, 18" or 24" height
KVF10000	1000	SPB Square base 12" x 12"	Optional: 12" or 18" arm, 18" or 24" height



Luminaire Schedule

Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
⊙	16	Pole Light	SINGLE	36000	1.000	KVF 400M ASYFL
□	10	Wall Light	SINGLE	12500	0.720	ODN-1 13-1754H-VLC

Numeric Summary

Label	ColorType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking 2	Illuminance	Fc	6.18	13.1	0.9	6.88	14.56
Parking 1	Illuminance	Fc	5.85	14.1	1.5	3.90	8.40

Luminaire Location Summary

Lumino	Label	X	Y	Z	Orient	Tilt
1	Pole Light	5130	5748	20	90	0
2	Pole Light	5171	5818	20	180	0
3	Pole Light	5171	5851	20	180	0
4	Pole Light	5170	5948	20	180	0
5	Pole Light	5141	5899	20	270	0
6	Pole Light	5078	5997	20	270	0
7	Pole Light	5059	5939	20	90	0
8	Pole Light	5129	5942	20	90	0
9	Pole Light	5129	5942	20	270	0
10	Wall Light	5107	5777	10	0	0
11	Wall Light	5107	5805	10	0	0
12	Wall Light	5108	5830	10	0	0
13	Wall Light	5108	5853	10	0	0
14	Wall Light	5108	5881	10	0	0
15	Wall Light	5109	5913	10	0	0
16	Wall Light	5108	6186	10	0	0
17	Wall Light	5107	6181	10	0	0
18	Wall Light	5108	6134	10	0	0
19	Wall Light	5107	6110	10	0	0
20	Pole Light	5053	6218	20	0	0
21	Pole Light	5090	6260	20	270	0
22	Pole Light	5152	6259	20	270	0
23	Pole Light	5127	6212	20	0	0
24	Pole Light	5167	6114	20	180	0
25	Pole Light	5166	6211	20	180	0
26	Pole Light	5167	6114	20	180	0
27	Pole Light	5130	6082	20	0	0

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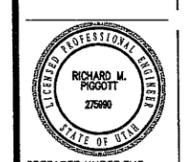


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ARCHITECTURE
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SITE DEVELOPMENT PLANS
FOR
CEDAR HILLS RETAIL
4800 WEST CEDAR HILLS DRIVE
UTAH COUNTY, UTAH

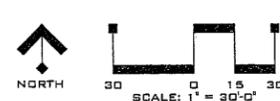


PREPARED UNDER THE
DIRECT SUPERVISION OF
RICHARD M. PIGGOTT, P.E.
UTAH REGISTRATION NO.
27590 FOR AND ON
BEHALF OF CLC
ASSOCIATES

DATE	DESCRIPTION
01/26/07	ORIGINAL PREPARATION
02/15/07	PRELIMINARY SUBMITTAL
03/20/07	CITY COUNCIL SUBMITTAL

PROJECT #: 05.03D
DRAWN BY: CDM
DESIGNED BY: CDM
CHECKED BY: RMP

LIGHTING PLAN





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ARCHITECTURE
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 LAND SURVEYING

**SITE DEVELOPMENT PLANS
 FOR
 CEDAR HILLS RETAIL
 4800 WEST CEDAR HILLS DRIVE
 UTAH COUNTY, UTAH**



PREPARED UNDER THE
 DIRECT SUPERVISION OF
 RICHARD M. PIGGOTT, P.E.
 UTAH REGISTRATION NO.
 27699 FOR AND ON
 BEHALF OF CLC
 ASSOCIATES

GRADING AND DRAINAGE PLAN

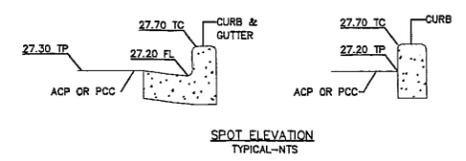
DESCRIPTION
 ORIGINAL PREPARATION
 PRELIMINARY SUBMITTAL
 CITY COUNCIL SUBMITTAL
 DATE
 01/26/07
 02/15/07
 03/20/07
 PROJECT # : 05.030.1
 DRAWN BY : CJM
 DESIGNED BY : CJM
 CHECKED BY : RMP

CONSTRUCTION NOTES

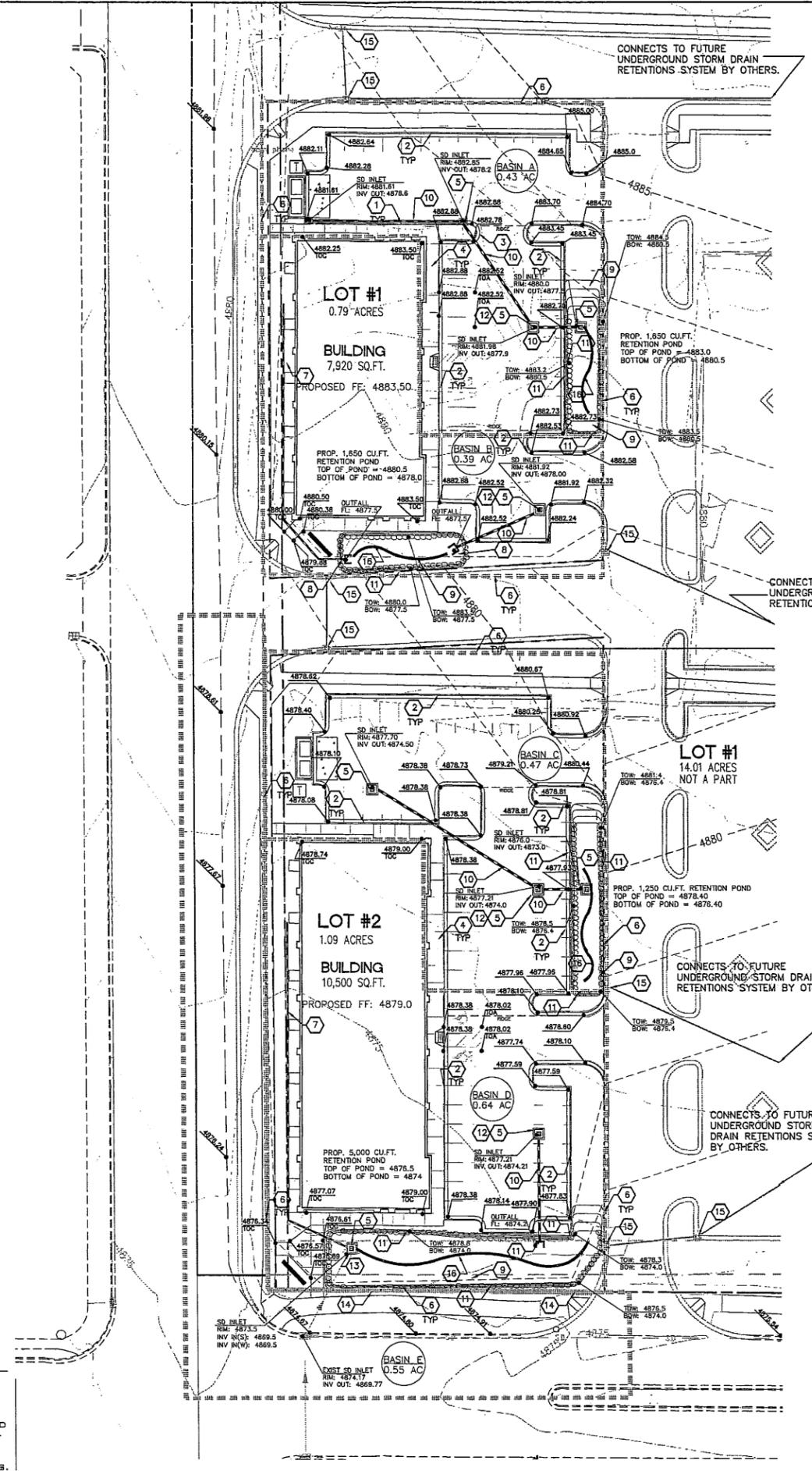
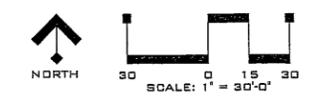
- 1 CONSTRUCT TYPE 'A' CONCRETE CURB AND CATCH TYPE GUTTER. RE: DETAIL C, SHEET 3.90.
- 2 CONSTRUCT TYPE 'A' CONCRETE CURB AND SPILL TYPE GUTTER. RE: DETAIL C, SHEET 3.90.
- 3 CONSTRUCT TRANSITION FROM SPILL TO CATCH GUTTER BETWEEN NEAREST SPOT ELEVATIONS.
- 4 CONCRETE SIDEWALK AND CURB BY THE BUILDING CONTRACTOR, SEE ARCHITECTURAL PLANS.
- 5 FURNISH AND INSTALL STORM WATER INLET/OUTLET. RE: DETAIL D & E, SHEET 6.90
- 6 MATCH GRADE AT PROPERTY LINE.
- 7 FURNISH AND INSTALL 8" PVC ROOFDRAIN TO WITHIN 5 FEET OF BUILDING. SEE ARCHITECTURAL PLANS FOR EXACT LOCATION AND DETAIL.
- 8 INSTALL CONCRETE END SECTION AT POND OUTLET. RE: DETAIL E, SHEET C6.91.
- 9 CONSTRUCT STORMWATER RETENTION POND.
- 10 FURNISH AND INSTALL 10" PVC/ADS STORM DRAIN @ 0.50% MIN.
- 11 CONSTRUCT ROCK RETAINING. RE: DETAIL F, SHEET C3.90.
- 12 FURNISH AND INSTALL SNOOT FILTER/SEPERATOR.
- 13 EXISTING HEADWALL AND OUTFALL LOCATION TO REMAIN.
- 14 PROPOSED CEDAR HILLS DRIVE STORM WATER AND 4800 WEST TO BE RETAINED WITHIN PROPOSED STORM WATER RETENTION POND.
- 15 FUTURE CATCH BASIN AND STORM DRAIN BY OTHERS.
- 16 CONSTRUCT 12 INCH WIDE GRAVEL DRAINAGE PATH (2 INCH TO 6 INCH MINIMUM COBBLE). RE: DETAIL G, SHEET C3.90

LEGEND

- 4892.0 — PROPERTY LINE
- 4892.0 — PROPOSED FLOW LINE SPOT ELEVATION (UNO)
- 4949 — PROPOSED CONTOUR
- --- EXISTING CONTOUR
- SD — EXISTING STORM DRAIN LINE
- ⊙ — EXISTING MANHOLE
- ⊙ — PROPOSED STORM SEWER MANHOLE
- ⊞ — PROPOSED CURB INLET
- ⊞ — PROPOSED CATCH BASIN
- 12" SD — PROPOSED STORM DRAIN PIPE

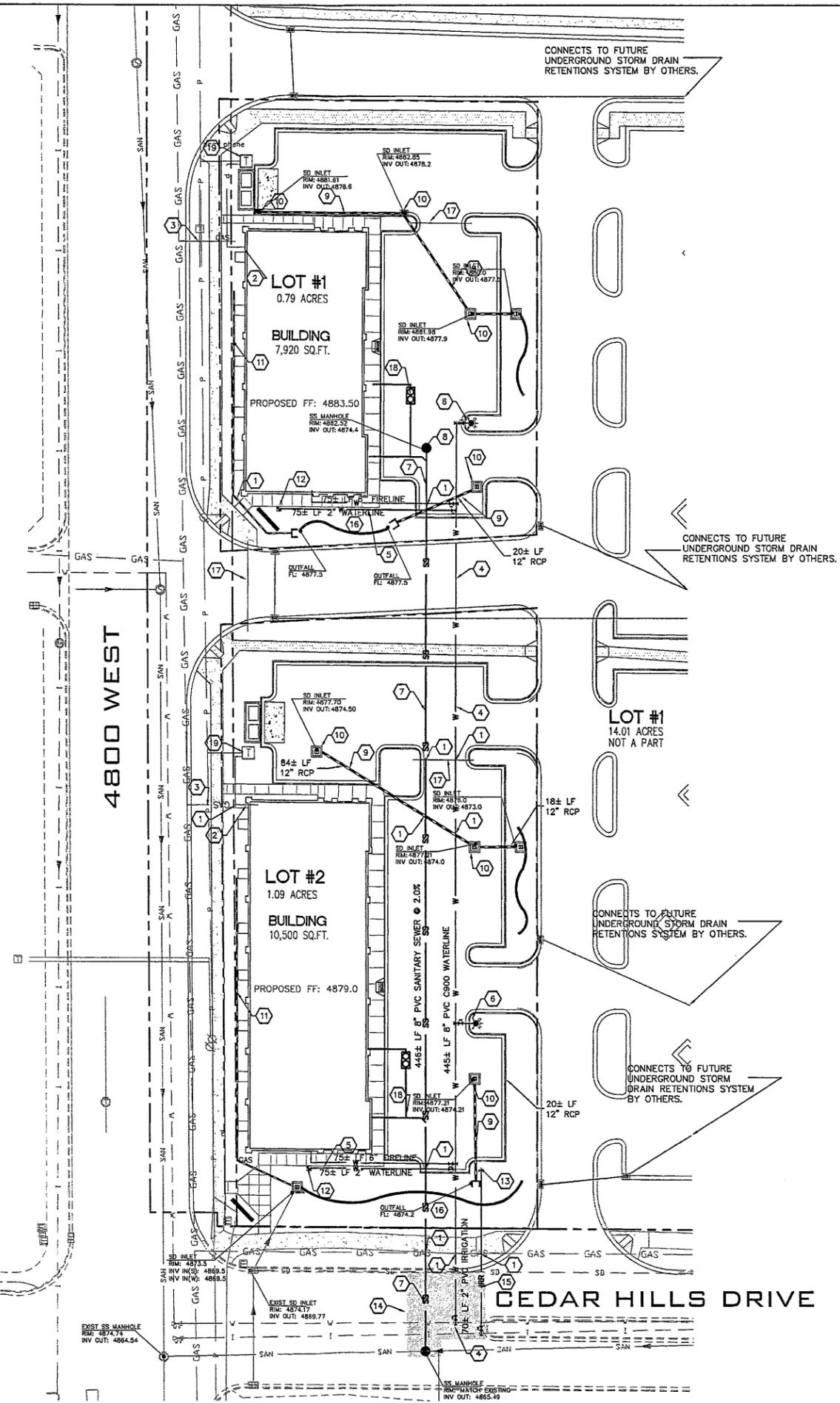


NOTE: ADDITIONAL SHEETS AND DETAILS REFERENCED ON THIS SHEET WILL BE PROVIDED WITH CONSTRUCTION DOCUMENTS.



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CONSTRUCTION NOTES

- 1 !!CAUTION!! UTILITY CROSSING. VERIFY INVERTS PRIOR TO CONSTRUCTION.
- 2 INSTALL PRIMARY ELECTRIC SERVICE. CONTRACTOR TO COORDINATE WORK WITH UTILITY COMPANY.
- 3 INSTALL GAS SERVICE WITH GAS METER. CONTRACTOR SHALL COORDINATE GAS LINE AND METER INSTALLATION WITH GAS COMPANY.
- 4 8 INCH AWWA C900 PVC WATERLINE.
- 5 2 INCH AWWA C900 PVC CULINARY SERVICE LINE. RE: DETAIL A, SHEET C6.91.
- 6 INSTALL FIRE HYDRANT. RE: DETAIL B, SHEET C6.90.
- 7 8 INCH SANITARY SEWER LINE.
- 8 INSTALL SANITARY SEWER MANHOLE. RE: DETAIL E, SHEET C6.92.
- 9 INSTALL STORM DRAIN PIPE, TYPICAL UNLESS NOTED OTHERWISE.
- 10 INSTALL STORM DRAIN CATCH BASIN. RE: DETAIL D, SHEET C6.90.
- 11 CONNECT ROOF DRAIN TO STORM DRAIN.
- 12 INSTALL CULINARY WATER SERVICE AND 2 INCH WATER METER PER CITY OF CEDAR HILLS SPECIFICATIONS. RE: DETAIL A, SHEET C6.91.
- 13 PROVIDE BACKFLOW PREVENTER AND STOP AND WASTE VALVE.
- 14 SAW-CUT ASPHALT FOR UTILITY CONNECTIONS AND REPLACE PER CEDAR HILLS CITY SPECIFICATIONS. RE: DETAIL D, SHEET C6.92.
- 15 INSTALL 2 INCH PRESSURED IRRIGATION LINE. RE: DETAIL B, SHEET C6.92.
- 16 PROVIDE 48 INCH COVER AT RETENTION PONDS.
- 17 PROVIDE 4 INCH CASING AT ROAD AND DRIVEWAY CROSSINGS. RE: DETAIL C, SHEET C6.92.
- 18 INSTALL GREASE TRAP. RE: MECHANICAL AND PLUMBING PLANS.
- 19 INSTALL ELECTRICAL TRANSFORMER. SEE ELECTRICAL.

LEGEND

- GAS — EXISTING GAS LINE
- I — EXISTING IRRIGATION LINE
- P — EXISTING OVERHEAD POWER LINE
- SAN — EXISTING SANITARY SEWER LINE
- SD — EXISTING STORM DRAIN LINE
- W — EXISTING WATER LINE
- ⊙ EXISTING MANHOLE
- ⊞ EXISTING STORM DRAIN INLET
- ⊞ FUTURE CURB INLET
- ⊞ FUTURE STORM DRAIN PIPE
- PROPOSED SAN. SEWER CLEAN-OUT
- ⊞ PROPOSED CURB INLET
- ⊞ PROPOSED CATCH BASIN
- ⊞ PROPOSED WATER VALVE
- ⊞ PROPOSED FIRE HYDRANT
- SS — PROPOSED SANITARY SEWER LINE
- W — PROPOSED WATER LINE
- 12" SD — PROPOSED STORM DRAIN PIPE
- GAS — PROPOSED GAS LINE
- E — PROPOSED ELECTRIC LINE



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SITE DEVELOPMENT PLANS
 FOR
CEDAR HILLS RETAIL
 4800 WEST CEDAR HILLS DRIVE
 UTAH COUNTY, UTAH



PREPARED UNDER THE
 DIRECT SUPERVISION OF
 RICHARD M. PIGGOTT, P.E.
 UTAH REGISTRATION NO.
 27990 FOR AND ON
 BEHALF OF CLC
 ASSOCIATES

DATE	DESCRIPTION
01/26/07	ORIGINAL PREPARATION
02/15/07	PRELIMINARY SUBMITTAL
03/20/07	CITY COUNCIL SUBMITTAL

PROJECT #: 05.0001
 DRAWN BY: GJM
 DESIGNED BY: RJK
 CHECKED BY: RMP

UTILITY PLAN

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SITE DEVELOPMENT PLANS
 FOR
CEDAR HILLS RETAIL
 4800 WEST CEDAR HILLS DRIVE
 UTAH COUNTY, UTAH



PREPARED UNDER THE GREAT SEAL OF THE STATE OF UTAH
 TROY S. HEDGES
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12345
 STATE OF UTAH

LANDSCAPE PLAN

DATE	DESCRIPTION
01/26/07	ORIGINAL PREPARATION
02/15/07	PRELIMINARY SUBMITTAL
03/20/07	CITY COUNCIL SUBMITTAL

PROJECT #: 05.0301
 DRAWN BY: JJS
 DESIGNED BY: JJS
 CHECKED BY: TRH

PLANT LIST (LOW WATER USE)

SYMBOL	QTY.	COMMON/BOTANICAL NAME	INSTALLED SIZE	REMARKS & MATURE SIZE
SHADE TREES				
	10	LONDON PLANE TREE <i>Platanus acerfolia</i> 'Bloodgood'	2 1/2" CAL. SINGLE TRUNK	FULL CROWN, B&B, STAKED H 60' W 50'
ORNAMENTAL TREES				
	24	CAPITAL FLOWERING PEAR <i>Prunus calleryana</i> 'Capital'	2" CAL. SINGLE TRUNK	STRAIGHT TRUNK, B&B H 35' W 12'
	16	BIREIANA FLOWERING PLUM <i>Prunus x bireiana</i>	2" CAL. SINGLE TRUNK	STRAIGHT TRUNK, B&B H 25' W 20'
EVERGREEN TREES				
	2	WHITE FIR <i>Abies concolor</i>		8' HT. (min) FULL FORM, B&B, GUYED H 40' W 20'
	1	ENGLEMANN SPRUCE <i>Picea engelmannii</i>		8' HT. (min) FULL FORM, B&B, GUYED H 50' W 25'
DECIDUOUS SHRUBS				
	12	LOWFAST COTONEASTER <i>Cotoneaster dammeri</i> 'Lowfast'	5 GAL.	SPACING 36" O.C. H 12" W 4-5"
	29	BLUE MIST SPIREA <i>Corydalis x clandonensis</i>	5 GAL.	SPACING 36" O.C. H 3' W 3-4"
	62	GOLDFINGER POTENTILLA <i>Potentilla fruticosa</i> 'Goldfinger'	5 GAL.	SPACING 36" O.C. H 3' W 3-4"
	58	KNOCK OUT SHRUB ROSE <i>Rosa</i> 'Knock Out'	5 GAL.	SPACING 24" O.C. H 3' H 3'
	49	GOLDEN BARBERRY <i>Berberis thunbergii aurea</i>	5 GAL.	SPACING 24" O.C. H 2' H 2'
	50	CRIMSON PYGMY BARBERRY <i>Berberis thunbergii atropurpurea</i> 'Nana'	5 GAL.	SPACING 24" O.C. H 2' H 2'
EVERGREEN SHRUBS				
	20	COMPACT OREGON GRAPE <i>Mahonia aquifolium</i> 'Compacta'	5 GAL.	SPACING 36" O.C. H 3' W 3'
GRASSES				
	256	KARL FOERSTER FEATHER GRASS <i>Calamagrostis</i> 'Karl Foerster'	5 GAL.	SPACING 36" O.C. H 5' W 3'
	282	HAMELN FOUNTAIN GRASS <i>Pennisetum alopecuroides</i> 'Hameln'	5 GAL.	SPACING 24" O.C. H 2-3' W 2-3'
	108	BLUE FESCUE <i>Festuca ovina glauca</i>	1 GAL.	SPACING 24" O.C. H 8" W 24"
TURF				
		DROUGHT TOLERANT TURF "BIO-BLUE" SOD (FROM BIO GRASS - PH.# 1-800-795-3236)		
RETENTION POND SEED MIX				
		"BIO-MEADOW" SOD (FROM BIO GRASS) TO INCLUDE: AURORA HARD FESCUE TIFFANY CHEWING FESCUE SHEEP FESCUE		
PERENNIALS				
		TO INCLUDE THE FOLLOWING: LUXURIANT BLEEDING HEART, BLACK EYED SUSAN, CREME BRULEE COREOPSIS, CARADONNA SALVIA, SONORAN SUNSET HYSSOP, RUSSELL STRAIN LUPINE, SNOW CAP SHASTA DAISY, GOLDSTURM BLACK EYED SUSAN, LITTLE SPIRE RUSSIAN SAGE, HEAVEN'S GATE COREOPSIS, BASKET OF GOLD ALYSSUM, AND MAY NIGHT SALVIA.	1 GAL.	SPACING 18" O.C.

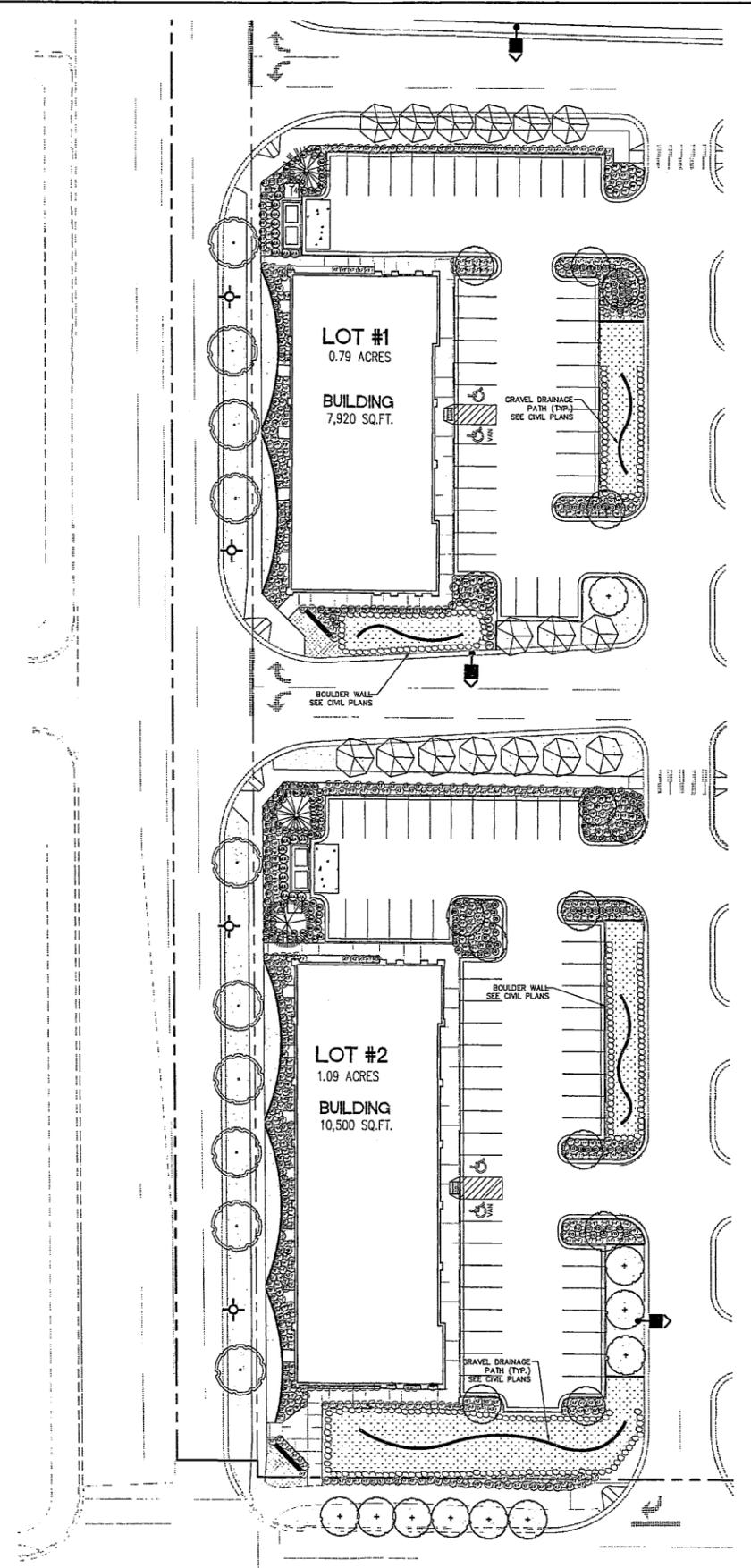
6" CONCRETE MOWSTRIP

NOTES:

THE SITE IS LIMITED IN PLACES TO PLANT EVERGREEN TREES. IN ORDER TO OFFSET THIS LIMITATION, AND TO ENSURE A POSITIVE WINTER AESTHETIC, THERE WILL BE A LARGE NUMBER OF EVERGREEN SHRUBS PLANTED.

MATURE SIZES ARE TAKEN FROM "PROGRESSIVE PLANTS WHOLESALE CATALOGUE". SIZES REFLECT THE EXPECTED GROWTH OF EACH SPECIES IN IDEAL CONDITIONS.

STORMWATER RETENTION BASINS TO BE FULLY INCORPORATED INTO THE OVERALL IRRIGATION SYSTEM.



CALL BLUESTAKES OF UTAH
 UTILITY NOTIFICATION
 CENTER
801-208-2100
 CALL 2-BUSINESS DAYS IN ADVANCE
 BEFORE YOU DIG, GRADE, OR
 EXCAVATE FOR THE MARKING OF
 UNDERGROUND MEMBER UTILITIES.

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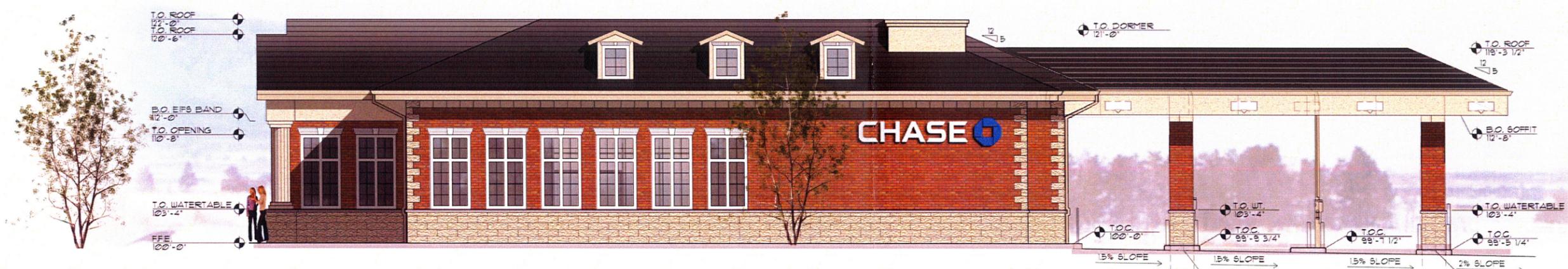




NORTH ELEVATION 3/16" = 1'-0"



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



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



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

MATERIAL KEY

(REFER TO SPECIFICATIONS)

- BRICKS
- 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 'SADDLESOAP'
- 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



CHASE BANK CEDAR HILLS, UTAH





CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager
DATE:	3/3/2009

City Council Agenda Item

SUBJECT:	Presentation/Discussion Decisions 2009 Survey
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Konrad Hildebrandt, City Manager
BACKGROUND AND FINDINGS: Insight Communications has recently finished the survey portion of Decisions 2009. Mr. Ray Briscoe, Senior Survey Analyst, will be presenting the findings and reviewing pertinent statistical facts. He will also provide a question/answer period.	
PREVIOUS LEGISLATIVE ACTION: None	
FISCAL IMPACT None	
SUPPORTING DOCUMENTS: The survey and results will be presented to the City Council at the meeting.	
RECOMMENDATION: None	
MOTION: None	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David H. Bunker, City Engineer
DATE:	3/3/2009

City Council Agenda Item

SUBJECT:	Cottonwood Well Pumphouse Project 2009
APPLICANT PRESENTATION:	None
STAFF PRESENTATION:	David Bunker
BACKGROUND AND FINDINGS: Bids for the construction of the Cottonwood Well Pumphouse Project Improvements 2009 will be accepted until February 26, 2009. 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: Cottonwood Well Pumphouse Project has an engineers estimate of \$727,000, this does not include the pre-purchase of the pump & motor, scada and telemetry.	
SUPPORTING DOCUMENTS: To be presented at the City Council meeting of 3/3/2009.	
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 Cottonwood Wll Pumphouse Project 2009 in the approximate amount of \$_____.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David H. Bunker, City Engineer
DATE:	3/3/2009

City Council Agenda Item

SUBJECT:	Cottonwood Hills Estates Subdivision
APPLICANT PRESENTATION:	None
STAFF PRESENTATION:	David Bunker
BACKGROUND AND FINDINGS: Bids for the construction of the Cottonwood Hills Estates Subdivision Improvements will be accepted until February 26, 2009. 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: Cottonwood Hills Estates Subdivision Improvement Project has an engineers estimate of \$630,900, this includes the pump to waste line from Cottonwood Well to pond #17.	
SUPPORTING DOCUMENTS: To be presented at the City Council meeting of 3/3/2009.	
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 Cottonwood Hills Estates Subdivision Improvement Project in the approximate amount of \$_____.	



CITY OF CEDAR HILLS

TO:	Mayor McGee & City Council
FROM:	Konrad Hildebrandt, City Manager
DATE:	2/25/2009

City Council Memorandum

SUBJECT:	FY10 Revenue Budget
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Rachel Brown, Finance Director
BACKGROUND AND FINDINGS: Presentation of Preliminary FY10 Budget Revenues. -Population & Growth -General Fund Revenue -Water & Sewer Fund Revenue -Capital Projects Revenue -Long term revenue projections	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT:	
SUPPORTING DOCUMENTS:	
RECOMMENDATION: To review and comment on the FY10 revenue projections.	
MOTION:	

City of Cedar Hills

FY 10 General Fund Revenue Estimates

Updated Last Day of **January** 2009
58% of the Fiscal Year Has Elapsed

Revenue Type	FY09 Budget	Year to Date	FY09 Estimate	Growth Pattern	FY10 Forecast Model	Proposed FY2010 Budget	09 Budget vs. 10 Budget Variance	09 Estimate vs. 10 Budget Variance	09 Budget vs. 09 Estimate Variance	YTD % based on Historic Data
Tax Revenues										
Property Tax	\$692,188	\$681,441	\$700,000	N/A	\$720,000	\$700,000	1.1%	0.0%	1.1%	19.6%
Motor Vehicle	\$120,000	\$72,265	\$126,771	0.46%	\$127,356	\$120,000	0.0%	-5.3%	5.6%	43.0%
Delinquent Taxes	\$60,000	\$27,713	\$65,775	0.46%	\$66,078	\$60,000	0.0%	-8.8%	9.6%	57.9%
Penalty & Interest	\$3,000	\$832	\$3,378	0.46%	\$3,393	\$3,000	0.0%	-11.2%	12.6%	75.4%
Sales & Use Tax	\$881,380	\$478,165	\$854,271	0.46%	\$858,211	\$900,000	2.1%	5.4%	-3.1%	44.0%
Franchise Tax	\$310,000	\$174,272	\$329,710	0.46%	\$331,231	\$310,000	0.0%	-6.0%	6.4%	47.1%
Telecom Tax	\$85,000	\$66,278	\$121,233	0.46%	\$121,792	\$85,000	0.0%	-29.9%	42.6%	45.3%
	\$2,151,568	\$1,500,966	\$2,201,138		\$2,228,062	\$2,178,000	1.2%	-1.1%	2.3%	
Licenses & Permits Revenue										
Business License	\$14,000	\$11,615	\$29,323	0.00%	\$29,323	\$14,000	0.0%	-52.3%	109.5%	60.4%
Building Permits	\$125,000	\$27,954	\$52,717	0.00%	\$52,717	\$45,000	-64.0%	-14.6%	-57.8%	47.0%
Misc Licenses & Permits	\$5,000	\$853	\$1,569	0.00%	\$1,569	\$1,000	-80.0%	-36.3%	-68.6%	45.6%
	\$144,000	\$40,422	\$83,610		\$83,610	\$60,000	-58.3%	-28.2%	-41.9%	
Intergovernmental Revenue										
LPPSD Rent	\$16,200	\$16,200	\$16,200	N/A	\$16,200	\$16,200				
Class C Roads Fund	\$220,000	\$160,427	\$238,962	0.46%	\$240,064	\$220,000	0.0%	-7.9%	8.6%	
State Liquor Tax Allotment	\$4,000	\$5,383	\$4,000	N/A	\$3,500	\$5,000	25.0%	25.0%	0.0%	32.9%
	\$240,200	\$182,011	\$259,162		\$259,764	\$241,200	0.4%	-6.9%	7.9%	
Fees Revenue										
Engineer Inspection Fees	\$7,500	\$20,431	\$25,000	0.00%	\$25,000	\$7,500	0.0%	-70.0%	233.3%	41.8%
Garbage Fees	\$332,500	\$202,163	\$361,952	0.46%	\$363,621	\$345,000	3.8%	-4.7%	8.9%	44.1%
Recycling	\$33,400	\$23,165	\$41,484	0.46%	\$41,675	\$40,000	19.8%	-3.6%	24.2%	44.2%
Fees in Lieu of Taxes	\$9,000	\$361	\$601	0.00%	\$601	\$1,000	-88.9%	66.3%	-93.3%	39.9%
Penalty Fees	\$3,000	\$1,860	\$4,313	0.00%	\$4,313	\$1,000	-66.7%	-76.8%	43.8%	56.9%
Inspection Refees	\$10,000	\$1,100	\$1,682	0.00%	\$1,682	\$1,000	-90.0%	-40.6%	-83.2%	34.6%
Application & Processing Fees	\$1,000	\$32	\$121	0.00%	\$121	\$1,000	0.0%	725.0%	-87.9%	73.6%
Plan Check Fees	\$70,000	\$10,035	\$18,353	0.00%	\$18,353	\$15,000	-78.6%	-18.3%	-73.8%	45.3%
	\$466,400	\$259,147	\$453,507		\$455,368	\$411,500	-11.8%	-9.3%	-2.8%	
Recreation & Culture Revenue										
Festival Income	\$100,000	\$23,057	\$50,000	0.00%	\$50,000	\$25,000	-75.0%	-50.0%	-50.0%	34.4%
Recreation Programs	\$43,000	\$24,275	\$31,780	0.46%	\$31,927	\$30,000	-30.2%	-5.6%	-26.1%	23.6%
Other Recreation Revenue	\$2,000	\$0	\$0		\$2,000	\$0				
	\$145,000	\$47,332	\$81,780	\$0	\$83,927	\$55,000	-62.1%	-32.7%	-43.6%	
Misc Revenues										
Interest Income	\$40,000	\$12,708	\$20,472	0.00%	\$20,472	\$20,000	-50.0%	-2.3%	-48.8%	37.9%
Sale of Fixed Assets	\$35,000	\$0	\$35,000	0.00%	\$35,000		-100.0%	-100.0%	0.0%	0.0%
Transfer In	\$104,000	\$0	\$104,000	0.00%	\$104,000		-100.0%	-100.0%	0.0%	0.0%
Other Income	\$25,000	\$4,789	\$8,053	0.00%	\$8,053	\$5,000	-80.0%	-37.9%	-67.8%	40.5%
	\$204,000	\$17,497	\$167,525		\$167,525	\$25,000	-87.7%	-85.1%	-17.9%	
Total Fund Revenues	\$3,351,168	\$2,047,376	\$3,246,722		\$3,278,256	\$2,970,700	-11.4%	-8.5%	-3.1%	

Population Extrapolation						
Fiscal Year	Pop	% Change	Households as of July 1	Household Increase	Permits Issued FY	New House Trend
1990	769					
1994	1465					
1995	1500	2.39%				
1996	1550	3.33%				
1997	1620	4.52%				
1998	1845	13.89%				
1999	2504	35.73%	564			
2000	3201	27.84%	721	157		
2001	4240	32.45%	955	234	196	49.04%
2002	4880	15.08%	1099	144	151	-22.96%
2003	5625	15.29%	1267	168	201	33.11%
2004	6616	17.60%	1490	223	267	32.84%
2005	7881	19.13%	1775	285	240	-10.11%
2006	8880	12.68%	2000	225	184	-23.33%
2007	9404	5.90%	2118	118	96	-47.83%
2008	9582	1.89%	2158	40	40	-58.33%
2009	9626	0.46%	2168	10	10	-75.00%
2010	9670	0.46%	2178	10	10	0.00%
2011	9715	0.46%	2188	10	10	0.00%
2012	9759	0.46%	2198	10	10	0.00%



This column shows historically how much revenue is yet to be collected at this point in the fiscal year. This is how the current budget estimate is calculated.



Budget increase from

Shows how conservative we were

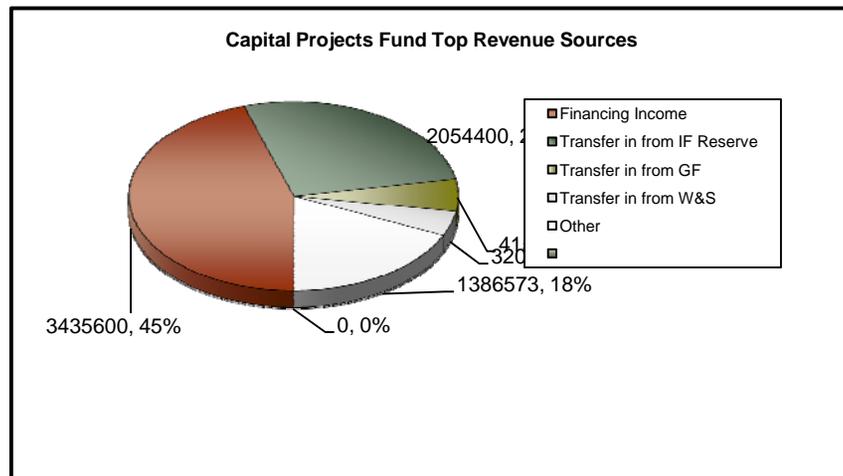
City of Cedar Hills

FY 10 Capital Projects Revenue Estimates

Updated Last Day of **January** 2009

59% of the Fiscal Year Has Elapsed

Acct #	Revenue Type	FY 09 Budget	Year to Date	FY 09 Estimate	Growth Pattern	FY2010 Forecast	Proposed FY2010 Budget	09 Budget vs. 10 Budget Variance	09 Estimate vs. 10 Budget Variance	09 Budget vs. 09 Estimate Variance	YTD % based on Historic Data
40-30-100	Impact Fees - Park Development	\$35,100	\$1,170	\$2,024	NH*Fee	\$4,528	\$7,020	-87%	247%	-94%	42.19%
40-30-110	Impact Fees - Park Land	\$131,340	\$4,378	\$9,022	NH*Fee	\$17,512	\$26,268	-87%	191%	-93%	51.48%
40-30-120	Impact Fees - Recreation	\$57,000	\$1,640	\$2,842	NH*Fee	\$6,560	\$9,840	-88%	246%	-95%	42.29%
40-30-130	Impact Fees - Public Safety	\$15,000	\$4,155	\$7,432	NH*Fee	\$1,828	\$5,370	-88%	-28%	-50%	44.10%
40-30-140	Impact Fees - Streets	\$20,000	\$5,269	\$8,624	NH*Fee	\$2,460	\$13,140	-88%	52%	-57%	38.90%
40-30-600	Interest Income	\$133,000	\$83,234	\$137,279	0.00%	\$137,279	\$100,000	3%	-27%	3%	39.37%
40-30-700	Grant Income	\$0	\$44,013	\$0	0.00%	\$0	\$0				
40-30-801	Transfers in from General Fund	\$269,132	\$0	\$219,000	N/A	\$0	\$0	-19%	-100%	-19%	
40-30-802	Transfers in from W&S Fund	\$207,110	\$0	\$364,570	N/A	\$0	\$0				
40-30-900	Transfers in from IF Reserve	\$1,860,360	\$0	N/A	N/A	\$0	\$0	-100%	#VALUE!	#VALUE!	
40-30-901	Financing Income	\$2,100,000	\$0	\$2,000,000	N/A	\$0	\$0	-100%	-1	-5%	
Total Revenues		\$4,828,042	\$143,858	\$2,750,792		\$170,167	\$161,638	-96.7%	-43.0%	43.0%	



City of Cedar Hills

Updated Last Day of

January

2009

FY 10 Water & Sewer Revenue Estimates

Revenue Type	FY09 Budget	Year to Date	FY09 Estimate		Growth Pattern	FY10 Forecast Model	Proposed FY2010 Budget	09 Budget vs. 10 Budget Variance	09 Estimate vs. 10 Budget Variance	09 Budget vs. 09 Estimate Variance	YTD % based on Historic Data
Water Revenues											
Water Fees - Residents	\$493,900	\$276,314	\$453,011		0.46%	\$455,101	\$450,000	-8.9%	-0.7%		39.0%
Water Fees - American Fork	\$10,000	\$0	\$5,000		0.00%	\$5,000	\$5,000	-50.0%	0	-50.0%	40.9%
Water Fees - Contractor	\$5,000	\$184	\$308		0.00%	\$308	\$1,000	-80.0%	224.6%	-93.8%	40.2%
PI Fees - Usage Rates	\$300,000	\$199,814	\$356,160		0.46%	\$357,803	\$336,000	12.0%	-5.7%	18.7%	43.9%
PI Fees - Base Rates	\$330,000	\$196,822	\$345,439		0.46%	\$347,032	\$336,000	1.8%	-2.7%	4.7%	43.0%
CUP	\$130,000	\$81,107	\$136,000		0.46%	\$136,627	\$136,800	5.2%	0.6%		
Water Lateral Inspection	\$2,000	\$150	\$276		0.00%	\$276	\$0	-100.0%	-100.0%	-86.2%	45.6%
Subdivision Inspection Fees	\$750	\$0	\$750			\$0	\$0	-100.0%	-100.0%	0.0%	
Water Meters	\$10,000	\$375	\$667	\$9,333	0.00%	\$667	\$2,000	-80.0%	200.0%	-93.3%	43.8%
Water Impact Fees	\$75,000	\$7,830	\$14,509	\$60,491	0.00%	\$14,509	\$10,000	-86.7%	-31.1%	-80.7%	46.0%
	\$1,356,650	\$762,596	\$1,312,119	\$69,824		\$1,317,322	\$1,276,800	-5.9%	-2.7%	-3.3%	
Storm Drain Revenues											
Storm Drain - Residents	\$150,000	\$80,876	\$147,027		0.46%	\$147,705	\$150,000	0.0%	2.0%	-2.0%	45.0%
	\$150,000	\$80,876	\$147,027			\$147,705	\$150,000	0.0%	2.0%	-2.0%	
Sewer Revenues											
Sewer Fees - Residents	\$530,000	\$306,814	\$534,213		0.46%	\$536,677	\$530,000	0.0%	-0.8%	0.8%	42.6%
Sewer Lateral Inspection	\$3,000	\$150	\$278		0.00%	\$278	\$0	-100.0%	-100.0%	-90.7%	46.0%
Subdivision Inspection Fees	\$300	\$0	\$350		0.00%	\$350	\$0	-100.0%	-100.0%	16.7%	
Sewer Impact Fees - 80 Rod	\$3,000	\$434	\$744	\$2,256	0.00%	\$744	\$500	-83.3%	-32.8%	-75.2%	41.7%
Sewer Impact Fees - S Aqua	\$5,000	\$0		#VALUE!	0.00%		\$500	-90.0%	#VALUE!	#VALUE!	52.8%
Sewer Impact Fees - TSSD	\$113,000	\$14,709	\$26,972	\$86,028	0.00%	\$26,972	\$31,200	-72.4%	15.7%	-76.1%	45.5%
	\$654,300	\$322,106	\$562,558	#VALUE!		\$565,022	\$562,200	-14.1%	-0.1%	-14.0%	45.5%
Miscellaneous Revenues											
Penalty Fees	\$50,000	\$36,865	\$55,023		0.46%	\$55,276	\$50,000				0.0%
Interest Income	\$24,000	\$37,916	\$56,590		0.00%	\$56,590	\$24,000	0.0%	-57.6%	135.8%	43.4%
Utility Setup Fees	\$15,000	\$6,600	\$11,282		N/A		\$10,000		-11.4%	-24.8%	41.5%
Transfer in from IF Reserves	\$138,640	\$0	\$138,640		0.00%					0.0%	
Other Income	\$2,000	\$60	\$2,000		N/A	\$1,000	\$1,000	-50.0%	-0.5	0.0%	
	\$229,640	\$81,441	\$263,535			\$57,590	\$85,000	-63.0%	-67.7%	14.8%	
Total Fund Revenues	\$2,390,590	\$1,247,019	\$2,285,240	#VALUE!		\$2,087,640	\$2,074,000	-13.2%	-9.2%	-4.4%	

Budget decrease from previous year



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager
DATE:	3/3/2009

City Council Agenda Item

SUBJECT:	Golf Course Items and Clubhouse
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Konrad Hildebrandt, City Manager
BACKGROUND AND FINDINGS: The City Council wanted to find out additional information concerning: a. Landscaping; b. furnishings; c. piercing; d. finishing upper level; and e. financing. All of this information is provided.	
PREVIOUS LEGISLATIVE ACTION: Two previous reviews	
FISCAL IMPACT: \$70,000+ for the architectural design and contract management of the clubhouse	
SUPPORTING DOCUMENTS: None	
RECOMMENDATION: Approve staff to consummate a contract with Ken Harris Architects.	
MOTION: To approve the contractual signing to Ken Harris Architects to complete the architectural design of the golf clubhouse.	

**City of Cedar Hills
Golf Clubhouse
Estimated Additional Expenses**

	Good	Better	Best	Total	
Furnishings	\$ 58,092.00	\$ 91,363.00	\$ 162,334.00	\$	91,363.00
Kitchen Equipment	\$ 30,264.00	\$ 53,269.00	\$ 72,474.00	\$	53,269.00
Underpinning	\$ 57,250.00			\$	57,250.00
Landscaping	\$ 9,475.00	\$ 11,843.75	\$ 14,212.50	\$	11,843.75
Finish Upstairs	\$ 65,000.00			\$	65,000.00
IT	\$ 25,000.00	\$ 50,000.00	\$ 75,000.00	\$	50,000.00
Total				\$	328,725.75
Estimated Construction				\$	1,700,000.00
Bonding Costs				\$	255,000.00
Total				\$	2,283,725.75

Financing

Estimated funding on
\$1,955,000
approx. \$136,000 per year
We currently service approx.
\$75,000/yr

Current budgeted Revenues	\$	867,127.00
Additional increase to overall budget	\$	936,497.16
	\$	69,370.16

8% increase in Total
Revenues

Total debt service @\$2.2M	\$	144,370.16
----------------------------	----	------------

Furnishings

~~Kitchen~~ Equipment

	Good	Better	Best
Tables and chairs	\$ 2,500.00	\$ 4,000.00	\$ 5,500.00
Conference table and exec. Chairs	\$ 4,800.00	\$ 6,000.00	\$ 7,500.00
Displays	\$ 10,000.00	\$ 15,000.00	\$ 17,500.00
Bar stools	\$ 1,800.00	\$ 2,200.00	\$ 2,600.00
Pictures	\$ 1,000.00	\$ 1,500.00	\$ 2,500.00
Accessories	\$ 4,000.00	\$ 6,000.00	\$ 8,000.00
Trees and foliage	\$ 1,000.00	\$ 1,500.00	\$ 2,500.00
Wall boards	\$ 3,000.00	\$ 4,500.00	\$ 6,500.00
Window coverings	\$ 14,000.00	\$ 25,000.00	\$ 65,000.00
TV, flat screen, Big Screen	\$ 5,000.00	\$ 7,500.00	\$ 10,000.00
Furniture	\$ 3,500.00	\$ 5,000.00	\$ 7,500.00
Booths	\$ 1,386.00	\$ 2,079.00	\$ 2,772.00
Total	\$ 44,686.00	\$ 70,279.00	\$ 124,872.00
10% Buffer	\$ 4,468.60	\$ 7,027.90	\$ 12,487.20
Labor to Install	\$ 8,937.20	\$ 14,055.80	\$ 24,974.40
Total	\$ 58,091.80	\$ 91,362.70	\$ 162,333.60



**ADVANCED
SHORING &
UNDERPINNING INC.**

PO Box 25065
Salt Lake City Utah 84125
801-908-7664 Office
801-908-7681 Fax

QUOTATION FOR CONTRACT WORK

TO:	FROM:
Brad Kearn	Per Danfors
COMPANY:	DATE:
City of Cedar Hills	2/24/09
PHONE NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
801-	2
FAX NUMBER:	SENDER'S REFERENCE:
801-	Cedar Hills Golf Course Club House
RE:	E-MAIL:
Quotation to install drilled piers for Cedar Hills Golf Club House	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

Mr. Kearn,

I appreciate the opportunity to provide you with this quotation to install drilled foundation piers for the project mentioned above.

It is my understanding that this is only a budget so I have tried my best to interpret how the foundation will need to be configured. Since we do not have any soils information I will assume that the piers will be 20 ft long. It is very possible that the piers will need to be longer depending on what the soils are and how the loading on them will be. I am not planning on supporting the slab which might experience settlement but usually this can be allowed to a certain degree.

The building appears to consist of a framed one and two story building with a stem wall foundation. My pier system will consist of micropiles placed at 7 ft centers under the center of the foundation wall and footing. According to the basic drawings you provided me with, the perimeter of the building is 500 lf with about 150 additional lf of interior foundation walls. In addition to this there are 16 individual columns that would require one pier each. Total estimated amount of piles comes to about 110 piers.

My proposal is as follows:

- | | | |
|----|-----------------------------|---------|
| 1. | Engineering of pier system. | \$2,200 |
| 2. | Mobe/demobilization. | \$2,800 |



**ADVANCED
SHORING &
UNDERPINNING INC.**

3. Install 110 new construction piers, 20 ft deep good for 30 kips each.
\$475/ pier. Additional depth \$19/lf.

\$52,250

TERMS & CONDITIONS

1. This quote includes one(1) mobe/demobilization and all engineering, equipment, labor and materials to perform the work.
2. Exclusions:
 - A. Excavation and grading of work pads for smaller hydraulic track drill.
 - B. Layout of walls.
 - C. Permit fees.
3. General Contractor shall provide potable water for grout mixing and cleaning.
4. This quote is contingent on a mutually accepted subcontract and schedule.
5. This quotation is valid for 30 days.

If you have any questions please give me a call at 801-908-7664. I look forward to hearing from you.

Sincerely,

Per Danfors, PE, President

Konrad Hildebrandt

From: Jim Madsen [jmadsen@cedarhillsgolfclub.com]
Sent: Wednesday, February 25, 2009 8:45 AM
To: 'Konrad Hildebrandt'
Subject: Kitchen Equipment estimates

Konrad,

Here is our estimate:

	Kitchen Equipment		
	Good	Better	Best
Refrigerator	\$ 2,000.00	\$ 4,700.00	\$ 6,500.00
Freezer	\$ 1,000.00	\$ 6,500.00	\$ 8,500.00
Ice Maker	\$ 2,900.00	\$ 4,600.00	\$ 6,200.00
Fryer	\$ 1,350.00	\$ 1,900.00	\$ 3,500.00
Grill	\$ 1,865.00	\$ 2,521.00	\$ 3,234.00
Broiler	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Oven	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
Microwave	\$ 500.00	\$ 750.00	\$ 1,000.00
Dishwasher	\$ 1,400.00	\$ 3,500.00	\$ 6,000.00
Hand sinks	\$ 500.00	\$ 500.00	\$ 500.00
Hot Dog Steamer	\$ 550.00	\$ 550.00	\$ 1,520.00
Cup Dispensers	\$ 140.00	\$ 280.00	\$ 420.00
Nacho Cheese warmer	\$ 475.00	\$ 475.00	\$ 475.00
Hood Vents	\$ 3,200.00	\$ 6,400.00	\$ 9,600.00
3 Compartment Sink	\$ 900.00	\$ 1,800.00	\$ 1,800.00
Total	\$23,280.00	\$40,976.00	\$55,749.00
10% Buffer	\$ 2,328.00	\$ 4,097.60	\$ 5,574.90
Labor to Install	\$ 4,656.00	\$ 8,195.20	\$11,149.80
Total	\$30,264.00	\$53,268.80	\$72,473.70

Let me know if you have any questions,

Jim

Jim Madsen

Director Of Golf
Cedar Hills Golf Club
10640 N. Clubhouse Dr.
Cedar Hills, UT 84062
(801) 796-1705

jmadsen@cedarhillsgolfclub.com

No virus found in this outgoing message.

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Version: 7.5.552 / Virus Database: 270.11.3/1967 - Release Date: 2/23/2009 7:17 AM



BID

Cook's Farm and Greenhouse

Date: February 23, 2009

"All You Need to Know, All You Need to Grow!"

To: Brad Kearn
Cedar hills
[Street Address]
[City, ST ZIP Code]
[Phone]

Salesperson	Job	Shipping Method	Delivery Date

Qty	Job	Variety	Unit Price	Line Total
20	1.5-2"	Trees Crabapples,pear	\$ 160.00	3,200.00
12	1.5-2"	Trees honey locust ,Ash,Chockcherry	140.00	1,680.00
4		purple fountain	200.00	800.00
120	#5	Cristena plum, dogwoods lilacs,sumaca	16.95	2,034.00
		spireas ,mugo pines		
100		daylilies, grass	5.95	595.00
150		salvia shata daise , glaridia	4.00	600.00

Subtotal \$ 8,909.00
Sales Tax 0.06
Total \$ 9,474.72

Quotation prepared by: Ryan

This is a bid on the goods named, subject to the conditions noted below:
Prices and sizes subject to change.

** THIS IS ONLY THE PLANTS. WE WILL ALSO NEED GRADING, SOD, + SPRINKLERS.*

Thank you for your business!

1645 w. 1600 n., Orem, UT 84057 225-8271 cooksgreenhouse@hotmail.com

*upstairs - \$65,000
bathroom - finished
box*

\$1,955,000

City of Cedar Hills, Utah County, Utah
Sales Tax Revenue Bonds. Series 2009
(Golf Course Club House Project)

Sources & Uses

Dated 07/01/2009 | Delivered 07/01/2009

Sources Of Funds

Par Amount of Bonds	\$1,955,000.00
Total Sources	\$1,955,000.00

Uses Of Funds

Total Underwriter's Discount (0.750%)	14,662.50
Costs of Issuance	81,662.50
Gross Bond Insurance Premium (45.0 bp)	15,635.22
Deposit to Debt Service Reserve Fund (DSRF)	142,627.50
Deposit to Project Construction Fund	1,700,000.00
Rounding Amount	412.28
Total Uses	\$1,955,000.00

\$1,955,000

City of Cedar Hills, Utah County, Utah
Sales Tax Revenue Bonds. Series 2009
(Golf Course Club House Project)

Net Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	DSR	Net New D/S	Fiscal Total
07/01/2009	-	-	-	-	-	-	-
01/01/2010	-	-	44,736.75	44,736.75	(1,782.84)	42,953.91	42,953.91
07/01/2010	50,000.00	1.550%	44,736.75	94,736.75	(1,782.84)	92,953.91	-
01/01/2011	-	-	44,349.25	44,349.25	(1,782.84)	42,566.41	135,520.32
07/01/2011	50,000.00	2.000%	44,349.25	94,349.25	(1,782.84)	92,566.41	-
01/01/2012	-	-	43,849.25	43,849.25	(1,782.84)	42,066.41	134,632.82
07/01/2012	50,000.00	2.250%	43,849.25	93,849.25	(1,782.84)	92,066.41	-
01/01/2013	-	-	43,286.75	43,286.75	(1,782.84)	41,503.91	133,570.32
07/01/2013	50,000.00	2.550%	43,286.75	93,286.75	(1,782.84)	91,503.91	-
01/01/2014	-	-	42,649.25	42,649.25	(1,782.84)	40,866.41	132,370.32
07/01/2014	55,000.00	2.800%	42,649.25	97,649.25	(1,782.84)	95,866.41	-
01/01/2015	-	-	41,879.25	41,879.25	(1,782.84)	40,096.41	135,962.82
07/01/2015	55,000.00	3.050%	41,879.25	96,879.25	(1,782.84)	95,096.41	-
01/01/2016	-	-	41,040.50	41,040.50	(1,782.84)	39,257.66	134,354.07
07/01/2016	55,000.00	3.300%	41,040.50	96,040.50	(1,782.84)	94,257.66	-
01/01/2017	-	-	40,133.00	40,133.00	(1,782.84)	38,350.16	132,607.82
07/01/2017	60,000.00	3.550%	40,133.00	100,133.00	(1,782.84)	98,350.16	-
01/01/2018	-	-	39,068.00	39,068.00	(1,782.84)	37,285.16	135,635.32
07/01/2018	60,000.00	3.750%	39,068.00	99,068.00	(1,782.84)	97,285.16	-
01/01/2019	-	-	37,943.00	37,943.00	(1,782.84)	36,160.16	133,445.32
07/01/2019	60,000.00	3.950%	37,943.00	97,943.00	(1,782.84)	96,160.16	-
01/01/2020	-	-	36,758.00	36,758.00	(1,782.84)	34,975.16	131,135.32
07/01/2020	65,000.00	4.300%	36,758.00	101,758.00	(1,782.84)	99,975.16	-
01/01/2021	-	-	35,360.50	35,360.50	(1,782.84)	33,577.66	133,552.82
07/01/2021	70,000.00	4.500%	35,360.50	105,360.50	(1,782.84)	103,577.66	-
01/01/2022	-	-	33,785.50	33,785.50	(1,782.84)	32,002.66	135,580.32
07/01/2022	70,000.00	4.650%	33,785.50	103,785.50	(1,782.84)	102,002.66	-
01/01/2023	-	-	32,158.00	32,158.00	(1,782.84)	30,375.16	132,377.82
07/01/2023	75,000.00	4.800%	32,158.00	107,158.00	(1,782.84)	105,375.16	-
01/01/2024	-	-	30,358.00	30,358.00	(1,782.84)	28,575.16	133,950.32
07/01/2024	80,000.00	4.850%	30,358.00	110,358.00	(1,782.84)	108,575.16	-
01/01/2025	-	-	28,418.00	28,418.00	(1,782.84)	26,635.16	135,210.32
07/01/2025	80,000.00	5.050%	28,418.00	108,418.00	(1,782.84)	106,635.16	-
01/01/2026	-	-	26,398.00	26,398.00	(1,782.84)	24,615.16	131,250.32
07/01/2026	85,000.00	5.200%	26,398.00	111,398.00	(1,782.84)	109,615.16	-
01/01/2027	-	-	24,188.00	24,188.00	(1,782.84)	22,405.16	132,020.32
07/01/2027	90,000.00	5.250%	24,188.00	114,188.00	(1,782.84)	112,405.16	-
01/01/2028	-	-	21,825.50	21,825.50	(1,782.84)	20,042.66	132,447.82
07/01/2028	95,000.00	5.280%	21,825.50	116,825.50	(1,782.84)	115,042.66	-
01/01/2029	-	-	19,317.50	19,317.50	(1,782.84)	17,534.66	132,577.32
07/01/2029	100,000.00	5.300%	19,317.50	119,317.50	(1,782.84)	117,534.66	-
01/01/2030	-	-	16,667.50	16,667.50	(1,782.84)	14,884.66	132,419.32
07/01/2030	105,000.00	5.450%	16,667.50	121,667.50	(1,782.84)	119,884.66	-

\$1,955,000

City of Cedar Hills, Utah County, Utah
Sales Tax Revenue Bonds. Series 2009
(Golf Course Club House Project)

Net Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	DSR	Net New D/S	Fiscal Total
01/01/2031	-	-	13,806.25	13,806.25	(1,782.84)	12,023.41	131,908.07
07/01/2031	115,000.00	5.500%	13,806.25	128,806.25	(1,782.84)	127,023.41	-
01/01/2032	-	-	10,643.75	10,643.75	(1,782.84)	8,860.91	135,884.32
07/01/2032	120,000.00	5.550%	10,643.75	130,643.75	(1,782.84)	128,860.91	-
01/01/2033	-	-	7,313.75	7,313.75	(1,782.84)	5,530.91	134,391.82
07/01/2033	125,000.00	5.600%	7,313.75	132,313.75	(1,782.84)	130,530.91	-
01/01/2034	-	-	3,813.75	3,813.75	(1,782.84)	2,030.91	132,561.82
07/01/2034	135,000.00	5.650%	3,813.75	138,813.75	(144,410.34)	(5,596.59)	-
01/01/2035	-	-	-	-	-	-	(5,596.59)
Total	\$1,955,000.00	-	\$1,519,494.00	\$3,474,494.00	(231,769.50)	\$3,242,724.50	-