

PUBLIC HEARING AND CITY COUNCIL MEETING
Tuesday, September 22, 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 a Public Hearing in connection with their Regular City Council Meeting on Tuesday, September 22, 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).

PUBLIC HEARINGS

3. Whether to declare forfeited certain performance guarantees posted to guarantee the construction and completion of subdivision improvements for Avanyu Acres, Plats A, B, C, and D.

CONSENT AGENDA

4. Minutes from the August 18, 2009, Regular City Council Meeting
5. Minutes from the August 25, 2009, Special City Council Meeting

SCHEDULED ITEMS

6. Review/Action on the Welcome to Cedar Hills Sign requirement for Phillips Edison Located at the Northeast Corner of Cedar Hills Drive and 4800 West
7. Review/Action on Resolution Regarding the Municipal Wastewater Planning Program
8. Review/Action on Development Agreement with Chase Bank
9. Review/Action on Cedar Hills Golf Course Items
10. Review/Action on Ordinance Regarding the Approval of Minutes
11. Review/Action on Appointment of Mayor Pro Tem
12. Review/Action on Canvass of 2009 General Municipal Election
13. Review/Action on Interlocal Agreement with Utah County Regarding a Community Development Block Grant Program
14. City Manager Report and Discussion

MAYOR AND COUNCIL REPORTS

15. Board and Committee Reports

EXECUTIVE SESSION

16. Motion to go into Executive Session, Pursuant to Utah State Code 52-4-205
* * * EXECUTIVE SESSION * * *
17. Motion to Adjourn Executive Session and Reconvene City Council Meeting

ADJOURNMENT

18. Adjourn

Posted this 17th day of September, 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.

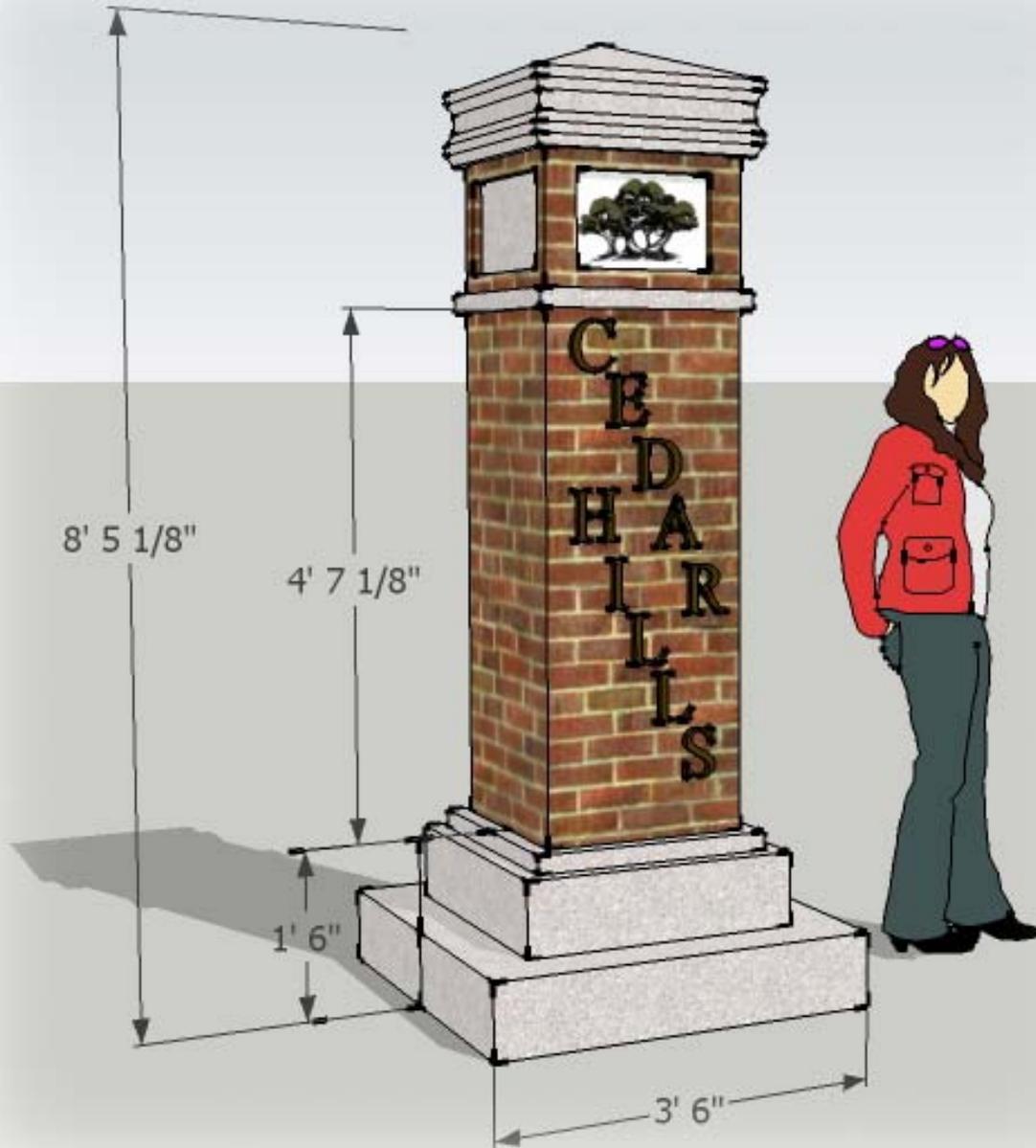


CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Greg Robinson, Assistant to the City Manager
DATE:	9/1/2009

City Council Agenda Item

SUBJECT:	Review/Action on the Cedar Hills Entrance Sign - Phillips Edison
APPLICANT PRESENTATION:	Chris Grzybowski, Philips Edison Development Project Manager
STAFF PRESENTATION:	Greg Robinson, Assistant to the City Manager, Planning
BACKGROUND AND FINDINGS: Phillips Edison is back to finalize plans for the city entrance sign. From the last city council meeting a sign similar to Holladay City's entrance sign was discussed and suggested as a preferred style.	
PREVIOUS LEGISLATIVE ACTION: May 15, 2007 – Final Site Plan Approval July 14, 2009 – Design reviewed by the City Council	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Drawings will be provided at the meeting, or will be provided electronically before the day of the meeting.	
RECOMMENDATION: Review and design for a standard that you would like to see for every entrance sign to the city.	
MOTION: To approve/not approve the proposed entrance sign to include... ...for the northeast corner of Cedar Hills Drive and 4800 West.	



CEDAR HILLS MONUMENT

Lettering: Bronze Letters Set Off Monument Face with Backlighting

Inlay: Cedar Hills Grove Set in Concrete Protruding from Face

Moldings: Pre-Cast Concrete Moldings at Top and Mid Height

Base: Concrete Cast in Place base.



August 27, 2009



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Engineer/PW Director
DATE:	9/22/2009

City Council Agenda Item

SUBJECT:	Municipal Wastewater Planning Annual Report
APPLICANT PRESENTATION:	None
STAFF PRESENTATION:	David Bunker, City Engineer/Public Works Director
BACKGROUND AND FINDINGS:	
<p>As part of an annual system evaluation required by the Utah State Department of Environmental Quality, the city is required to pass a resolution stating we have prepared a Municipal Wastewater Planning Program Report, and have taken necessary actions to maintain effluent requirements contained in the UPDES permit.</p> <p>Completing this process gives our system additional points on the Utah Wastewater Project Priority List System which is used to allocate funds under the wastewater grant and loan program. Also the results are used to focus the State's technical assistance program</p>	
PREVIOUS LEGISLATIVE ACTION:	
Annual resolution passed.	
FISCAL IMPACT:	
None	
SUPPORTING DOCUMENTS:	
Municipal Wastewater Planning Program Resolution	
RECOMMENDATION:	
Staff recommends the city council approve the Municipal Wastewater Planning Program Resolution	
MOTION:	
To approve/not approve resolution # _____, The City of Cedar Hills Municipal Wastewater Planning Program Annual Report.	

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE MUNICIPAL WASTEWATER PLANNING PROGRAM FOR THE CITY OF CEDAR HILLS, UTAH.

RESOLVED, that the City of Cedar Hills informs the Water Quality Board the following actions were taken by the City Council.

1. Reviewed the Municipal Wastewater Planning Program Report for 2008, which is attached to this Resolution;
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (if Applicable)

PASSED AND APPROVED this 22nd day of September, 2009.

Michael C. McGee, Mayor

ATTEST:

Kim E. Holindrake, City Recorder

STATE OF UTAH

MUNICIPAL WASTEWATER PLANNING PROGRAM

SELF-ASSESSMENT REPORT

FOR

CITY OF CEDAR HILLS

2008



Municipal Wastewater Planning Program (MWPP) Collection System Section

Owner Name: *CITY OF CEDAR HILLS*

Name and Title of Contact Person:

DAVID H. BUNGER

CITY ENGINEER

Phone: 801-785-9668

PLEASE SUBMIT TO STATE BY: October 1, 2009

Mail to: Department of Environmental Quality
c/o Paul Krauth, P.E.
Division of Water Quality
288 North 1460 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : 538-6146

Form completed by

Part I: SYSTEM AGE

A. What year was your collection system first constructed (approximately)?

Year 1980

B. What is the oldest part of your present system ?

Oldest part 30 years

Part II: BYPASSES

A. Please complete the following table:

Question	Number	Points Earned	Total Points
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt?		0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals)		0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	
TOTAL PART II =			

B. Please specify whether the bypass(es) was caused a contract or tributary communities, etc.

Part I: OPERATION AND MAINTENANCE

Complete the following table:

Question	Points Earned	Total
Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs <i>at this time</i> ?	YES = 0 points NO = 25 points	∅
Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for the <i>next five years</i> ?	YES = 0 points NO = 25 points	∅
Does the facility have sufficient staff to ensure proper O&M?	YES = 0 points NO = 25 points	∅
Has a dedicated sinking fund been established to provide for repair & replacement costs?	YES = 0 points NO = 25 points	25
Is the repair & replacement sinking fund adequate to meet anticipated needs?	YES = 0 points NO = 25 points	25
TOTAL PART I =		50

Part II: CAPITAL IMPROVEMENTS

Complete the following table:

Question	Points Earned	Total
Are present revenues collected sufficient to cover all costs and provide funding for capital improvements?	YES = 0 points NO = 25 points	∅
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next five years</i> ?	YES = 0 points NO = 25 points	∅
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next ten years</i> ?	YES = 0 points NO = 25 points	∅
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next twenty years</i> ?	YES = 0 points NO = 25 points	∅
Has a dedicated sinking fund been established to provide for future capital improvements?	YES = 0 points NO = 25 points	25
TOTAL PART II =		25

THESE IMPROVEMENTS ARE PAID FOR WITH IMPACT FEES.

Part III: GENERAL QUESTIONS

Complete the following table:

Question	Points Earned	Total
Is the wastewater treatment fund a separate enterprise fund/account or district?	YES = 0 points NO = 25 points	0
Are you collecting 95% or more of your sewer billings?	YES = 0 points NO = 25 points	0
Is there a review, at least annually, of user fees?	YES = 0 points NO = 25 points	0
Are bond reserve requirements being met if applicable?	YES = 0 points NO = 25 points	0
TOTAL PART III =		0

Part IV: PROJECTED NEEDS

Estimate as best you can the following:

Cost of projected capital improvements (in thousands)	2010	2011	2012	2013	2014
	150	0	0	0	0

Point Summation

Fill in the values from Parts I through III in the blanks provided in column 1. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

Part	Points
I	50
II	25
III	0
Total	75

Part IV: OPERATOR CERTIFICATION

A. How many collection system operators are currently employed by your facility?

2 collection system operators employed

B. What is/are the name(s) of your DRC operator(s)?

DAVID BUNKER (IV)
TRAVIS AUSTIN (III)

C. You are required to have the DRC operator(s) certified at *GRADE I*.

What is the current grade of the DRC operator(s)? IV

D. State of Utah Administrative Rules require all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

Not Certified _____
 Small Lagoons _____
 Collection I _____
 Collection II _____
 Collection III TRAVIS AUSTIN
 Collection IV DAVID BUNKER

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	0
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	0
TOTAL PART IV =		0

Part III: NEW DEVELOPMENT

A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)?	No = 0 points Yes = 10 points	
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years, such that either flow or BOD ₅ loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	
TOTAL PART III =		

B. Approximate number of new residential sewer connections in the last year

2 new residential connections

C. Approximate number of new commercial/industrial connections in the last year

1 new commercial/industrial connections

D. Approximate number of new population serviced in the last year

20 new people served

Part V: FACILITY MAINTENANCE

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	0
Is it written?	Yes = 0 points No = 20 points	0
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	0
Do you have an updated operations and maintenance manual	Yes = 0 points No = 20 points	20
Do you have a written safety plan?	Yes = 0 points No = 20 points	20
TOTAL PART V =		40

Part VI: SUBJECTIVE EVALUATION

This section should be with the system operators.

A. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

MAJORITY OF SYSTEM IS RELATIVELY NEW;
NO LIFT STATIONS. TWO MAJOR COLLECTOR
LINES.

B. What sewerage system improvements does the community have under consideration for the next 10 years?

MINOR UPGRADES & LINE EXTENSIONS

Part VI: SUBJECTIVE EVALUATION (cont.)

C. Explain what problems, other than plugging have you experienced over the last year

NO MAJOR PROBLEMS

D. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

CANYON ROAD LINE EXTENSION, SHOWN
IN FY 10 - APPROXIMATE COST
\$150,000.

E. How many times in the last year were there sewage in basements at any point in the collection system for any reason, except plugging of the lateral connections?

0 times sewage was in basements

F. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS SOMETIMES _____ NO _____

If they do, what percentage is paid?

approximately 100 %

G. Is there a written policy regarding continuing education and training for wastewater operators?

YES _____ NO

POINT SUMMATION

Fill in the values from Parts II through V in the blanks provided in column 1. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

Part	Points
II	0
III	0
IV	0
V	40
Total	40



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Greg Robinson, Assistant City Manager
DATE:	9/22/2009

City Council Agenda Item

SUBJECT:	The Cedar Hills/Chase Bank Development Agreement
APPLICANT PRESENTATION:	Ted Watson, Chase Bank VP/Sr. Project Manager
STAFF PRESENTATION:	Konrad Hildebrandt, City Manager
BACKGROUND AND FINDINGS: Staff and Chase Bank representatives have worked to put together the development agreement the development agreement is very similar to the one that is in place with Phillips Edison, but with some changes, these are the major changes: 13.3 The Developer will not charge the city for an easement. 14.2.1 This is a change that instead of the city taking care of this area, it will be Chase. 14.5 Developer now is responsible for snow removal 16 The city and developer will not be shorted or charged for more water than you use.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Proposed Development Agreement	
RECOMMENDATION: This is a better agreement than the City had with Phillips Edison, and so Staff recommends approving this agreement.	
MOTION: To approve/not approve the Cedar Hills/Chase Bank Development Agreement and direct the Mayor or City Manager to sign the agreement.	



City of Cedar Hills

Cedar Hills Retail Subdivision Development Agreement

This Development Agreement (“Agreement”) is made and entered into by and between the City of Cedar Hills, Utah, a municipal corporation (“City”) and JPMorgan Chase Bank, N.A., a national banking association (“Developer”) who intends, but is not obligated to, develop the real property described as Lot 2 (the “Property”) on **Exhibit 8** Final Subdivision Plat, attached hereto and incorporated herein by reference. The Agreement is legally effective when signed and dated by the Parties below (“the Effective Date”). The Agreement is for the development of a portion of the Cedar Hills Retail Subdivision.

1. Recitals

WHEREAS Developer is the current owner of the Property.

WHEREAS, in February 2008, representatives of the Developer met in a pre-application conference with officers and staff of the City pursuant to 10-6-3A of the Cedar Hills City Code, which meeting was related to the development of the property as detailed on the Site Plan attached hereto as **Exhibit 8** Final Subdivision Plat;

WHEREAS, Representatives of the Developer have received City approval to construct and operate certain retail improvements upon the Property, and in support of the application for approval, have submitted materials relating to the development of the Property which are contained in Exhibits 1 through 11 (collectively the “Approvals Documents”); and

WHEREAS, the Cedar Hills City Council and Planning Commission have reviewed the Project and have followed the procedures required by Title 10 Chapter 6 Section 3 of the Cedar Hills City Code to process the Large Scale Development Application;

WHEREAS, the Cedar Hills City Council and Planning Commission have reviewed Approval Documents and found in Section 3 of this agreement;

WHEREAS, the Cedar Hills City Council and Planning Commission have reviewed the traffic impact analysis, municipal services impact, and neighborhood impact submitted by the Developer, Wal-Mart and others;

WHEREAS, the Approval Documents authorize construction of a retail building and associated site work on the Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

2. Definitions:

- 2.1 ADA-** Americans with Disabilities Act
- 2.2 Cedar Hills Retail Subdivision-** the property indicated on **Exhibit 8** Final Subdivision Plat as Lots 1-5.
- 2.3 “City”-** The City of Cedar Hills
- 2.4 City Council-** Members of the City of Cedar Hills City Council
- 2.5 Commercially Reasonable -** means efforts to be undertaken which are consistent with efforts a prudent landowner would undertake in connection with the operation of its business (including the expenditure of funds consistent with the function).
- 2.6 dBA-** A decibel (dB) is a measurement of sound levels, expressing the magnitude and power of sound as a logarithmic ratio. dBA is an industry-standard measurement of decibels using the “A scale filter” or “A-weighted”, de-emphasizing the very low and very high frequencies.
- 2.7 Daytime Hours-** as will apply to this agreement will be defined as the hours between 7:00 A.M. and 9:00 P.M.
- 2.8 Design Guidelines-** An abbreviation of “Guideline for the Design and Review of Planned Commercial Development Projects” included as an Exhibit
- 2.9 “Developer”-** JPMorgan Chase Bank, N.A., a national banking association
- 2.10 ERU-** Equivalent Residential Unit
- 2.11 L1-** The Percentile-Exceeded Sound Level L1 is the A-weighted sound level measuring 1 percent of the time.
- 2.12 L10-** The Percentile-Exceeded Sound Level L10 is the A-weighted sound level measuring 10 percent of the time.
- 2.13 L90-** The Percentile-Exceeded Sound Level L90 is the A-weighted sound level measuring 90 percent of the time.
- 2.14 Nighttime Hours-** All hours excluding Daytime Hours.
- 2.15 Property-** as apply to this agreement refers to the property identified on **Exhibit 8** Final Subdivision Plat as Lot 2.
- 2.16 Traffic Mitigation-** as defined in this agreement, traffic calming involving changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through volumes in the interest of street safety, walkability, and other public purposes.

3. Exhibits and Attachments

- Exhibit 1 Final Site Plan
- Exhibit 2 Final Grading and Drainage Plan
- Exhibit 3 Final Utility Plan
- Exhibit 4 Final Site Lighting Plan
- Exhibit 5 Final Landscape Plan

- Exhibit 6 Final Erosion and Sedimentation Control Plan
- Exhibit 7 Final Elevation Drawings
- Exhibit 8 Final Subdivision Plat
- Exhibit 9 Guidelines for the Design and Review of Planned Commercial Development Projects

4. Project Start

The Developer shall commence construction within the timeframes required by applicable Cedar Hills Code Sections, including without limitation, Section 10-6-5.

5. Applicable Documents and Plans

All terms and agreements shall include those entered into and decided on during the approval process, including final site plans, final subdivision plats or similar document pertaining to and following the Property.

5.1 Design Guidelines, With Particular Attention To

- 5.1.1 The City acknowledges that the Approval Documents comply with the Design Guidelines.
- 5.1.2 Without limiting the generality of the foregoing, the City acknowledges that the Approval Documents meet the minimum standards of the Community Vision section of the Design Guidelines.
- 5.1.3 Building placement and sub districting is in harmony with the intent of the design guidelines, taking into account the requirement for a human scaled, pedestrian friendly development that is sensitive to the surrounding residential areas, and placement of the intense-retail front side of the building away from nearby residential areas and less busy sides of the building nearest the adjacent residential properties.
- 5.1.4 The City acknowledges that, in compliance with 4.2.3 and 4.3.3 of the Design Guidelines, the building size detailed on the Approval Documents is in compliance with the Design Guidelines standards for items such as building placement, aesthetics, noise control, lighting design, traffic control to give the feel consistent with the overall development, as well as the community as a whole.

6. Construction

6.1 Compliance With Codes

All construction required herein shall be completed in full compliance with all local, state and federal codes.

6.2 Permits

Prior to commencing construction, the Developer, or its general contractor, shall obtain all necessary permits required in order to construct the improvements detailed in the Approval Documents. The City shall fulfill obligations for timely review and assistance in obtaining permits with outside agencies.

6.3 Site Access

6.3.1 During the construction of the Property, the Developer agrees to take commercially reasonable efforts to create a safe and secure site for surrounding residents and visitors to the site.

6.3.2 The Developer agrees that construction vehicle access shall be limited to 4800 West, and shall take commercially reasonable efforts to assure that construction vehicles leaving the site shall be free of dirt and debris that may come loose in the course of travel.

7. Utility Extensions

Developer agrees to attach to existing utilities including water, sewer, and pressurized irrigation, and to make provision for cable utility extensions and installation of City conduiting pursuant to City Engineer requirements and specifications. All utility extensions are to conform to the requirements of the City Engineer and City specifications or the requirements of the local utility purveyor, as applicable.

8. Sound Levels

8.1 Daytime Sound Levels

Developer expressly acknowledges and agrees that the maximum daytime commercial sound levels at the property line will meet levels L1, L10 and L90 of 68 dBA, 60 dBA and 52 dBA respectively;

8.2 Nighttime Sound Levels

Furthermore, maximum nighttime commercial sound levels meet L1, L10 and L90 of 55 dBA, 55 dBA and 50 dBA respectively.

8.3 Nuisance

The requirements detailed in Section 9 are in addition to other applicable sound ordinances which are generally applied in the City.

9. Outside Sales & Storage

9.1 Seasonal Outdoor Sales Area

- 9.1.1** Developer acknowledges and agrees that there will be no outdoor sales area without first obtaining a separate conditional use permit from the City of Cedar Hills.
- 9.1.2** The application process for any outdoor sales area conditional use permit will include submitting a request to the city that will include sales area size, location, general idea of merchandise, and requested duration for the permit. The City Council shall be able to set parameters limiting the size, location, duration and appearance of the outdoor sales area. The City Council may deny the request if the proposed use is not found to be consistent with the overall development, as well as the community as a whole. This process will be subject to and superseded by any applicable City Code dealing with Conditional Use Permits.
- 9.1.3** City Council and staff shall review the request in a timely manner, recognizing the time sensitive commercial needs of retailers. As with any conditional use permit the applicant may be required to make reasonable modifications to their request. Only after all City Council requirements are met the City shall issue the permit for the duration of the request. Request to the City for permits shall not be made more than 6 months prior to the requested date.

9.2 Outside Storage

The Developer agrees that except for the areas designated in the Approval Documents, or in subsequent outdoor sales area conditional use permits, there will be no storage allowed temporarily or permanently outside of the Property.

10. Traffic

10.1 Traffic Calming

- 10.1.1** The Developer shall, in connection with its construction of the Developer's Improvements, construct Traffic Mitigation improvements depicted in the Approval Documents, if any.
- 10.1.2** The Developer shall add appropriate signage for parking lot traffic control, for crosswalks, and pedestrian paths.

10.2 Traffic Mitigation Measures

- 10.2.1** The Developer shall add appropriate signage for parking lot traffic control, for crosswalks, and pedestrian paths.

10.2.2 The Developer shall comply with the ADA in connection with the construction of the Improvements depicted in the Approval Documents.

11. Hours of Delivery

The Developer acknowledges and agrees that the hours of delivery will be during Daytime Hours. No trucks that beep or honk when they back into the loading dock will be permitted during Nighttime Hours. Trash collection trucks shall be permitted between 9:00 AM and 6:00 PM.

12. Overnight Parking

The Developer shall not consent to any overnight customer vehicle parking on the Property. If at any time the City believes that overnight parking has become excessive the Developer shall cooperate with the City by adding signage prohibiting overnight parking, and cooperate with the City’s Efforts to enforce this policy.

13. Signage

The developer agrees that all signs shall be subject to all provisions of the Cedar Hills sign ordinance (10-5-26).

13.1 Freestanding Signage

The Developer agrees to be limited to the signage depicted in the Approval Documents.

13.2 Building Signage

The Developer agrees to be limited to the signage depicted in the Approval Documents.

13.3 City Entrance Sign

The City acknowledges that Cedar Hills-West, LLC, the owner of Lot 1 as shown on the Final Subdivision Plat is obligated to construct and deliver to the City an entrance sign as depicted in the Approval Documents, without lettering. Developer shall have no responsibility with regards to such signage and the City shall look solely to Cedar Hills West-LLC. Once complete, Developer and the City shall enter into an easement agreement reasonably acceptable to both parties allowing for access and maintenance of the sign by the City. The Developer shall provide to the City an easement agreement to be signed by the City that shall not include any additional charges associated with the easement. Once the entrance sign has been completed and accepted by the City, the City agrees to maintain the sign, at the City’s sole cost and expense including providing sign lettering, lighting and power.

14. Site Appearance and Maintenance

14.1 The Developer shall maintain the Property in accordance with its customary business practices, which shall include: painting the exterior of such building, replacing damaged or worn exterior building materials, maintaining the roof and repairing damage to roof surfaces to stop or prevent the infiltration of water, removing weeds within the parking lot and sealing and resurfacing of the parking lot, all as may be reasonably necessary from time to time.

14.2 Landscape

14.2.1 All landscaping shall remain consistent with the Design Guidelines, and **Exhibit 5** the approved Final Landscape Plan for this site. The landscaping shall be maintained in accordance with the Developer's Customary Business Practices which shall include, but not be limited to replacing trees that are eliminated; including those that die or are destroyed shall be replaced with a similar species of tree and shall be of a three inch caliper at breast-level.

The Developer shall be solely responsible for the regular maintenance of public right of way landscaping on the Property.

14.2.2 Sidewalks shall be consistent throughout the development. Replacement or repair of the sidewalk shall be the responsibility of the property owner.

The City shall be solely responsible for the regular maintenance of public right of way sidewalks.

14.2.3 The Developer shall, in accordance with its Customary Business Practices, maintain the vegetation, trees, shrubs, sod, and other landscaping approved as part of the site plan and in substantially similar condition as it exists at the time of completion. Said maintenance shall include watering, fertilizing, trimming, mowing and replacing dead vegetation, trees, shrubs, sod and other landscaping.

14.3 Drainage

14.3.1 The Developer shall receive approval from the City for any changes to **Exhibit 2** the Final Grading and Drainage Plan.

14.4 Building

14.4.1 The Developer shall maintain the appearance of the Developer's Improvements as approved in **Exhibit 7** the Final Elevation Drawings in good condition and repair, in a Commercially Reasonable manner.

14.5 Snow Removal

The Developer agrees to remove snow in accordance with its Customary Business Practices from pedestrian walkways on the Property, and shall not deposit snow in any public rights of way.

14.6 Mechanical Equipment

All mechanical equipment serving the Developer's Improvements shall remain in place and shall be maintained in working order in accordance with its customary business practices. Replacement of mechanical equipment shall be of the same standard or better of that of the approved site plan and must produce the same or lesser noise levels.

14.7 Accumulation of Refuse

The Developer shall exercise reasonable care and in accordance with its customary business practices to prevent trash, garbage, litter or other refuse from accumulating on or around the Property as per Cedar Hills City Code 4-2-3.

14.8 Lighting

The Developer agrees to construct the site lighting as depicted in the Approval Documents.

The City shall be solely responsible for the regular maintenance of public right of way lighting.

15. Water Rights

Pursuant to the provisions of Section 10-6-16 A-1-c of the City Code, the Developer and City has determined that the Property will require the conveyance of a total of 3 acre feet of water rights. As authorized under Section 10-6-16-C, City agrees to allow the water conveyance requirement to be met through a payment of cash in-lieu of conveyance and does hereby determine the amount of the in-lieu payment to be \$3,800 per acre foot, being the current market rate for water right available to the City. City hereby acknowledges receipt of payment of the in-lieu payment amount.

16. Fees and Assessments

The City and Developer agree that all fees or assessments made against or required to be paid by Developer and related to the development of the Property which are determined by water shares or equivalent water acre feet shall be based on 3 acre feet of water. The City and Developer agree that one (1) year following Developer's opening for business on the Property, Developer shall provide the City with documentation showing the actual water acre feet utilized by Developer on the Property over the preceding one (1) year. In the event Developer does not utilize on average over the course of such one (1) year period, the full 3 acre feet of water Developer was required to purchase, the City agrees to buy back from Developer any such excess water acres in half acre equivalents at the

same price paid by Developer (by way of example only, if Developer utilizes 1.1 acre feet of water for the Property, the City will buy back from Developer 1.5 acre feet of water from Developer at \$3,800 per acre foot). If the average water usage is above 3 acre feet, the Developer agrees to buy from the City any such excess water acres in half acre equivalents at the same price paid by Developer. Such payment shall be made within thirty (30) days of receipt of documentation establishing actual water acre usage. The parties agree that documentation obtained from a water meter will be sufficient evidence. Documentation must be submitted to the City within 60 days from the end of the one (1) year period for this section regarding water rights to apply.

17. Penalties

For all Developer violations of this agreement, unless otherwise specified, a written notice of non-compliance from the City will be given to the Developer, at which point the Developer will be given a maximum of 30 days to bring the violation into compliance. It is to the discretion of the City to extend this period if the Developer has shown substantial progress towards compliance. If compliance is not achieved within this period, a fine of \$100 per day, up to 60 days then to \$500 per day thereafter, payable to the City shall be assessed to the Developer until all violations are in compliance with the terms of this agreement.

18. General Terms and Conditions

18.1 Recording of Agreement.

This Agreement shall be recorded and shall be a covenant running with the Property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

18.2 Duration.

The terms of this Agreement shall commence on the Effective Date. The Term of this Agreement shall extend until the obligations and requirements herein are completed and in conformance with City subdivision, construction, and bonding requirements.

18.3 State and Federal Law.

The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of the Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

18.4 No Waiver.

Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such right and shall not affect the right of such party to exercise at some future time said right or any other right said party may have hereunder. Unless this Agreement is amended by vote of the City

Council taken with the same formality as the vote approving this agreement, no officer, official or agent of City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

18.5 Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

18.6 Attorneys Fees.

Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceedings whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

18.7 Notices.

All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To City: City Manager
City of Cedar Hills
3925 W. Cedar Hills Drive
Cedar Hills, UT 84062

To Developers: JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 1J
Mail Code OH 1-0241
Columbus, Ohio 43240
Attn: Lease Administration Manager

With copies to: JPMorgan Chase Law Department
1111 Polaris Parkway, Suite 4p
Mail Code OH1-0152
Columbus, Ohio 43240
Attn: Real Estate Counsel

JPMorgan Chase Bank, N.A.
1125 17th Street, 2nd Floor
Denver, Colorado 80202
Attn: Michael Ganzle

18.8 Applicable Law.

This Agreement is entered into under and pursuant to, and is to be constructed and enforceable in accordance with, the laws of the State of Utah.

18.9 Execution of Agreement.

This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

18.10 Relationship of Parties.

The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer; (ii) the Property is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property unless City accepts the Public Improvements pursuant to the provisions of this Agreement or in connection with Final Subdivision Plat Approval; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

18.11 Institution of Legal Action.

In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

18.12 Title and Authority.

Developer expressly warrants and represents to City that it is the record owner of the Property, and further represents and warrants, together with the undersigned individual, that the undersigned individual has full power and authority to enter into this Agreement. Developer and the undersigned individual understand that City is relying on such representations and warranties in executing this Agreement.

18.13 Headings for Convenience.

All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

18.14 Exhibits Incorporated.

All exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

IN WITNESS WHEREOF, this Development Agreement has been executed by City, acting by and through the City Council, pursuant to Council authorization given on _____, 2009, authorizing such execution, and by a duly authorized representative Developer as of the above-stated date.

“Developer”

JPMorgan Chase Bank, N.A.,
a national banking association

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, as _____ of JPMorgan Chase Bank, N.A., a national banking association.

Witness my hand and official seal.

Notary Public

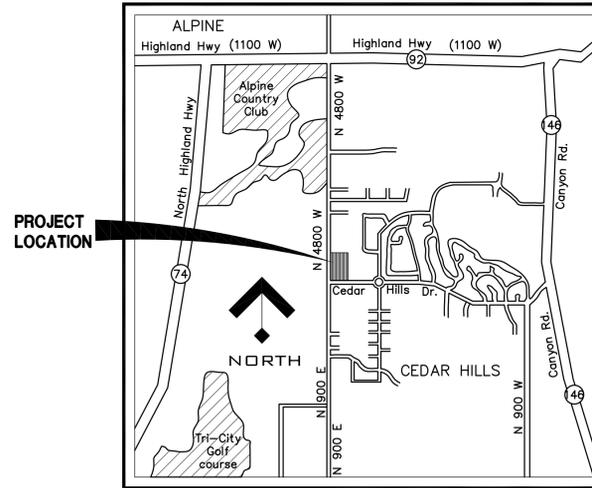
My Commission expires: _____

[SEAL]

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR CHASE BANK - CEDAR HILLS 4800 WEST CEDAR HILLS DRIVE CEDAR HILLS, UTAH 84062

STORM WATER POLLUTION PREVENTION PLAN GENERAL NOTES:

- THE STORM WATER MANAGEMENT PLAN IS COMPRISED OF THESE DRAWINGS ("SITE MAP"), THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS SECTION 02370 ("STORM WATER MANAGEMENT PLAN"), PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER MANAGEMENT SHALL OBTAIN A COPY OF THE STORM WATER MANAGEMENT PLAN AND THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (UPDES) AND BECOME FAMILIAR WITH THEIR CONTENTS.
- CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
- BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
- GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOATATION BOOMS SHALL BE MAINTAINED ON-SITE OR SHALL BE READILY AVAILABLE TO CONTAIN AND CLEAN UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM-BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- ALL STORM WATER MANAGEMENT MEASURES PRESENTED ON THIS PLAN, AND IN THE STORM WATER MANAGEMENT PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED FOR AT LEAST 21 DAYS SHALL BE TEMPORARILY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.
- IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
- ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- CONTRACTOR OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DOWNSTREAM DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- ON-SITE AND OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLES WILL ENTER OR EXIT THE SITE. CONTROL FACILITIES WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY, AND REMOVED WHEN THE SITE IS PAVED.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, DIVERSION SWALES, ETC.) TO PREVENT EROSION.
- ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
- ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORESEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE CITY OF CEDAR HILLS PUBLIC WORKS DEPARTMENT MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES.
- INLET PROTECTION DEVICES SHALL BE INSTALLED IMMEDIATELY UPON INDIVIDUAL INLETS BECOMING FUNCTIONAL.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL-DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% HAS BEEN EMPLOYED.
- THERE ARE NO WETLANDS ON THE SITE.
- THIS PROPERTY IS IN ZONE X, OF OTHER AREAS, DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA, PER THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 4955170110B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 2002.
- THERE WILL BE NO ASPHALT OR CONCRETE BATCH PLANTS ON SITE.
- THERE ARE NO KNOWN HISTORIC PROPERTIES AT THIS LOCATION.
- HABITAT AREAS OF THREATENED AND ENDANGERED SPECIES DO NOT COVER THE PROPERTY AREA.
- THE POTENTIAL FOR SOIL EROSION FOR THIS SITE IS SLIGHT TO MODERATE.
- DAILY INSPECTIONS BY THE PROJECT SUPERINTENDENT, BI-WEEKLY INSPECTIONS BY THE CONTRACTOR'S COMPLIANCE OFFICER, AND MONTHLY INSPECTIONS BY THE OWNER'S CONSTRUCTION MANAGER MUST BE MADE TO DETERMINE THE EFFECTIVENESS OF THE SWPPP.



**VICINITY MAP
NOT TO SCALE**

SHEET INDEX

C2.00 SWPPP - COVER SHEET
C2.20 SWPPP - PHASE II - SITE MAP
C2.90 SWPPP CONSTRUCTION DETAILS

RESPONSIBLE PARTY

JPMORGAN CHASE
201 NORTH CENTRAL AVENUE
PHOENIX, AZ 85004
PHONE: 602-221-1969
CONTACT: TED WATSON

ARCHITECT

CLC ASSOCIATES, INC.
420 EAST SOUTH TEMPLE, SUITE 550
SALT LAKE CITY, UT 84111
PHONE: 801-363-5605
CONTACT: RICK ESPINOSA, AIA

ENGINEER

CLC ASSOCIATES, INC.
420 EAST SOUTH TEMPLE, SUITE 550
SALT LAKE CITY, UT 84111
PHONE: 801-363-5605
FAX: 801-363-5604
CONTACT: SHAWNA SMITH, PE

GEOTECHNICAL ENGINEER
RB&G ENGINEERING, INC.
1435 WEST 820 NORTH
PROVO, UT 84601
PHONE: 801-521-5771
CONTACT: BRAD PRICE, PE

CONTACT AGENCIES

PLANNING
CEDAR HILLS PLANNING DEPT.
3925 W. CEDAR HILLS DRIVE
CEDAR HILLS, UT 84062
PHONE: 801-785-9668
CONTACT: GREG ROBINSON

ENGINEERING
CEDAR HILLS PUBLIC WORKS DEPT.
3925 W. CEDAR HILLS DRIVE
CEDAR HILLS, UT 84062
PHONE: 801-785-9668
CONTACT: DAVID BUNKER

FIRE DEPARTMENT
CEDAR HILLS FIRE DEPT.
3925 W. CEDAR HILLS DRIVE
CEDAR HILLS, UT 84062
PHONE: 801-783-5365
CONTACT: CRAIG CARLISLE

GAS
QUESTAR GAS
1640 NORTH MOUNTAIN SPRINGS PKWY
SPRINGVILLE, UT 84663
PHONE: 801-853-6490
CONTACT: GREG ROBINSON

ELECTRIC
ROCKY MOUNTAIN POWER
70 NORTH 200 EAST
AMERICAN FORK, UT 84003
PHONE: 801-756-1228
CONTACT: BRAD JORDINSON

TELEPHONE
QWEST COMMUNICATIONS
75 EAST 100 NORTH
PROVO, UT 84606
PHONE: 801-356-0651
CONTACT: KIETH HAWKINS

STORM WATER POLLUTION PREVENTION PLAN MAINTENANCE NOTES

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

- INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
- ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.
- SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
- THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
- THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
- OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM THE SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
- IF THE STONES IN THE GRAVEL INLET SEDIMENT FILTERS BECOME CLOGGED WITH SEDIMENT, THE STONES MUST BE PULLED AWAY, CLEANED AND REPLACED.
- THE EMBANKMENT OF THE SEDIMENTATION BASIN SHALL BE CHECKED REGULARLY TO ENSURE THAT IT IS STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT.
- ALL TEMPORARY SEDIMENT TRAP AND SEDIMENTATION BASIN STRUCTURES SHALL BE CHECKED DAILY TO ENSURE THAT THEY ARE STRUCTURALLY SOUND AND HAVE NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT. SEDIMENT DEPOSITION SHALL BE REMOVED PERIODICALLY TO ENSURE FULL VOLUME IS AVAILABLE IN THE POND.
- CONTRACTOR SHALL ENSURE THAT OFF-SITE AREAS USED FOR BORROW OR SPOIL OF MATERIALS USED FOR THIS PROJECT ARE PERMITTED IN ACCORDANCE WITH UPDES REQUIREMENTS AND APPROPRIATE EROSION CONTROL MEASURE AND BMP'S BE PLACED TO ENSURE THAT EROSION SEDIMENT IS CONTAINED.

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	
ROUGH GRADE / SEDIMENT CONTROL																			
TEMPORARY CONTROL MEASURES																			
STRIP & STOCKPILE TOPSOIL																			
STORM FACILITIES																			
TEMPORARY CONSTRUCTION ROADS																			
FOUNDATION / BUILDING CONSTRUCTION																			
SITE CONSTRUCTION																			
PERMANENT CONTROL STRUCTURES																			
FINISH GRADING																			
LANDSCAPING/SEED/FINAL STABILIZATION																			

LIMITS OF DISTURBANCE	
IMPERVIOUS AREA	0.38±AC
LANDSCAPE AREA	0.75±AC
TOTAL DISTURBED AREA	1.13±AC

ON-SITE RUNOFF CURVE NUMBERS	
EXISTING CN	40
DEVELOPED CN	69
BASED ON TR-55 MODEL	

DEVELOPER/OWNER:
JPMORGAN CHASE
201 NORTH CENTRAL AVENUE
PHOENIX, AZ 85004
602-221-1969

SITE OPERATOR/GENERAL CONTRACTOR:

SUPERINTENDENT:

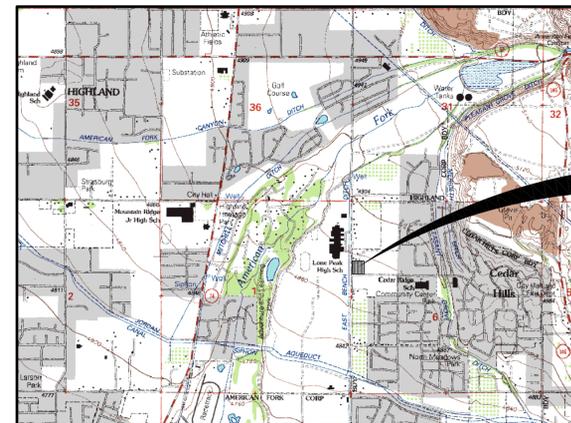
RECEIVING WATER DESCRIPTION

STORM WATER FROM THE SITE FLOWS INTO THE GROUND WATER. ALL OFFSITE STORM WATER INLETS ARE GRAVEL SUMPS. STORM WATER RUNOFF CAN ONLY BE RETAINED WITHIN THE PARCEL.

TEMPORARY AND PERMANENT DRY LAND SEEDING RATES

	C-P	LBS PER ACRE	PLS (BROADCAST)
ROADCREST WHEATGRASS	C	7.5	
RUSSIAN WILDRYE	C	7.5	
CALIFORNIA POPPY	P	0.5	
BLUE FLAX	P	0.5	

NOTE:
PLS = PURE LIVE SEED IS THE AMOUNT OF SEED EXPECTED TO GROW BASED ON THE PURITY AND GERMINATION RATE OF THE BULK SEED
C = COOL SEASON BUNCH GRASS
P = PERENNIAL



**USGS LEHI QUADRANGLE MAP
NOT TO SCALE**

PROJECT LOCATION
LATITUDE: 40°24'56"N
LONGITUDE: 111°46'23"W

**CALL BEFORE YOU DIG.
IT'S FREE AND IT'S THE LAW.**

BLUE STAKES OF UTAH
Utility Notification Center, Inc.
1-800-662-4111
www.bluestakes.org



**Know what's below.
Call before you dig.**

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.



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

ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

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



PREPARED UNDER THE DIRECT SUPERVISION OF SHAWNA M. SMITH, P.E. UTAH REGISTRATION NO. 466027 FOR AND ON BEHALF OF CLC ASSOCIATES

DATE: 12/22/08
DESCRIPTION: BUILDING SUBMITTAL
DATE: 02/23/09
DESCRIPTION: PRELIMINARY CITY SUBMITTAL
DATE: 04/13/09
DESCRIPTION: OUT TO BID
DATE: 04/23/09
DESCRIPTION: CITY RESUBMITTAL
DATE: 04/29/09
DESCRIPTION: BID ADDENDUM #1

SWPPP COVER SHEET

PROJECT #: 07.0256
DRAWN BY: R/LW
DESIGNED BY: S/M
CHECKED BY: M/D

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE																		
NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE																		
CONSTRUCTION SEQUENCE	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
ROUGH GRADE / SEDIMENT CONTROL																		
TEMPORARY CONTROL MEASURES																		
STRIP & STOCKPILE TOPSOIL																		
STORM FACILITIES																		
TEMPORARY CONSTRUCTION ROADS																		
FOUNDATION / BUILDING CONSTRUCTION																		
SITE CONSTRUCTION																		
PERMANENT CONTROL STRUCTURES																		
FINISH GRADING																		
LANDSCAPING/SEED/FINAL STABILIZATION																		

LEGEND

- 5760
- 4425
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPERTY LINE
- DIRECTION OF STORMWATER FLOW
- LD LIMITS OF DISTURBANCE
- IP CONSTRUCT CURB INLET PROTECTION - SEE DETAIL A, SHEET C2.90
- SF INSTALL SILT/ENVIRONMENTAL FENCE - SEE DETAIL B, SHEET C2.90
- CS VEHICLE ENTRANCE AND EXIT SIGN - RE: DETAIL C, SHEET C2.90
- IP CONSTRUCT DROP INLET PROTECTION - RE: DETAIL D, SHEET C2.90
- CW PROPOSED CONCRETE WASHOUT AREA - RE: DETAIL E, SHEET C2.90
- VTC INSTALL VEHICLE TRACKING CONTROL - SEE DETAIL F, SHEET C2.90

TEMPORARY AND PERMANENT DRY LAND SEEDING RATES

	C-P	LBS PER ACRE PLS (BROADCAST)
ROADCREST WHEATGRASS	C	7.5
RUSSIAN WILDRIE	C	7.5
CALIFORNIA POPPY	P	0.5
BLUE FLAX	P	0.5

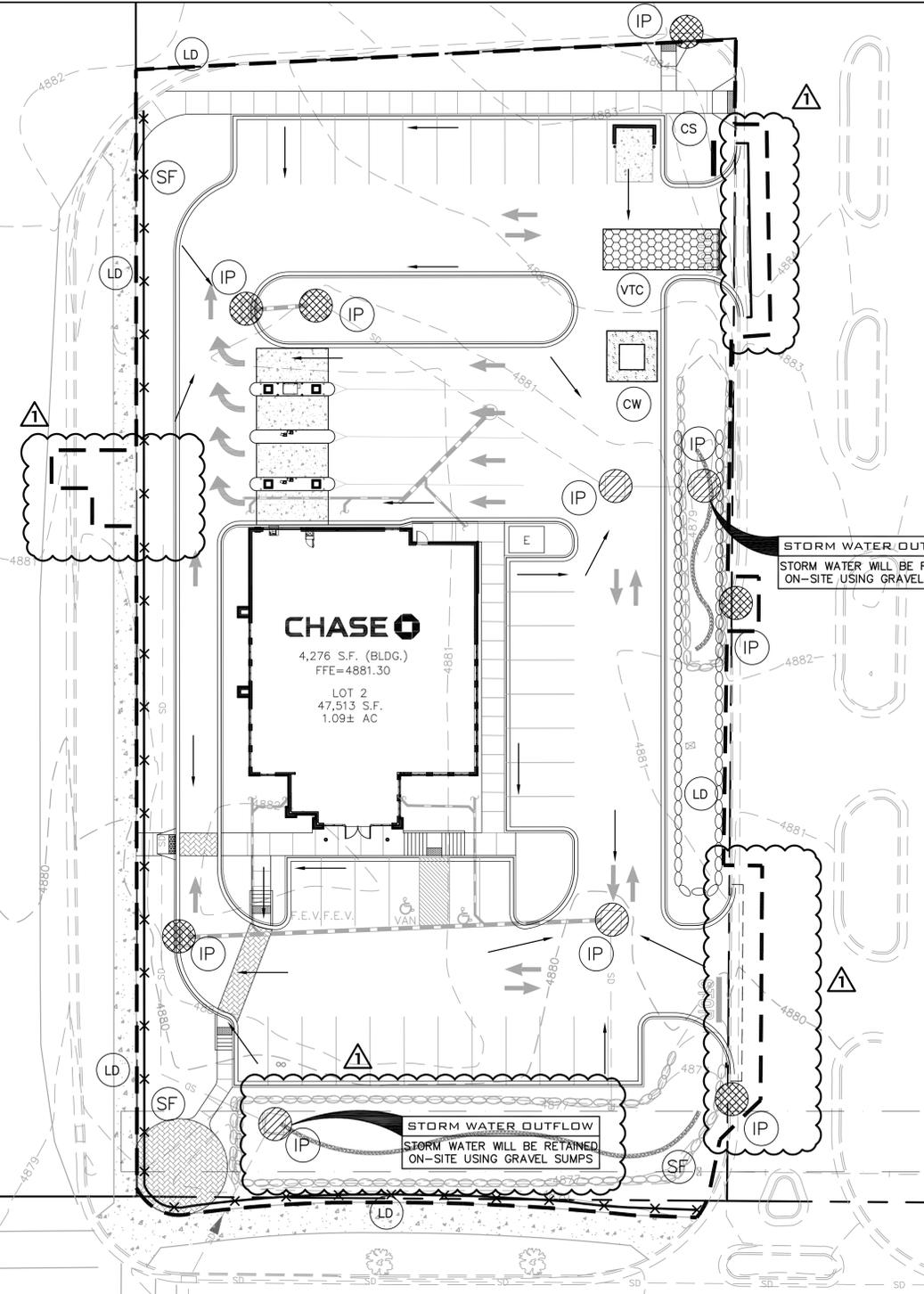
NOTE:
 PLS = PURE LIVE SEED IS THE AMOUNT OF SEED EXPECTED TO GROW BASED ON THE PURITY AND GERMINATION RATE OF THE BULK SEED
 C = COOL SEASON BUNCH GRASS
 P = PERENNIAL

RECEIVING WATER DESCRIPTION

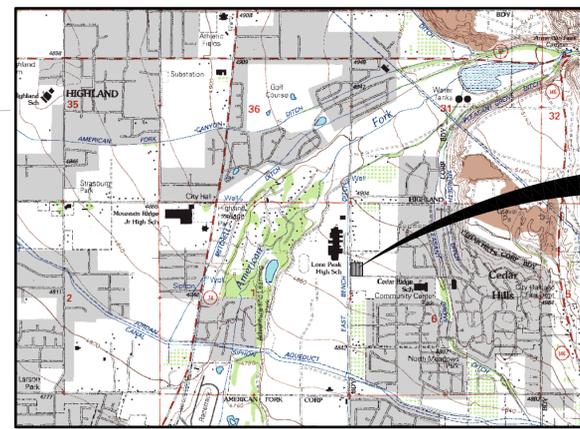
STORM WATER FROM THE SITE FLOWS INTO THE GROUND WATER. ALL OFFSITE STORM WATER INLETS ARE GRAVEL SUMPS. STORM WATER RUNOFF CAN ONLY BE RETAINED WITHIN THE PARCEL.

- SEQUENCE OF CONSTRUCTION**
- UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAY DOWN, PORTA POTTY, WHEEL WASH, CONCRETE WASHOUT, MASON'S AREA, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.
- PHASE I**
- INSTALL STABILIZED CONSTRUCTION EXIT AND SWPPP ENTRANCE SIGN.
 - INSTALL SILT FENCE.
 - INSTALL TEMPORARY BERMS AND DITCHES ON THE SITE (CLEAR ONLY THOSE AREAS NECESSARY TO INSTALL BERMS).
 - PREPARE TEMPORARY PARKING AND STORAGE AREA.
 - BEGIN CLEARING AND GRUBBING THE SITE.
 - BEGIN GRADING THE SITE.
 - START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
- PHASE II**
- TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DENUDE AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE.
 - INSTALL UTILITIES, STORM DRAINS, CURBS AND GUTTERS.
 - INSTALL INLET PROTECTION AT ALL STORM DRAIN STRUCTURES AS EACH INLET IS INSTALLED.
 - PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
 - PREPARE SITE FOR PAVING.
 - PAVE SITE.
 - INSTALL APPROPRIATE PROTECTION DEVICES FOR PAVED AREAS AS WORK PROGRESSES.
 - COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
 - REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER APPROVAL OF THE CEC AND STABILIZE ANY AREAS DISTURBED BY THE REMOVAL OF THE BMP.
 - CONTINUE DAILY INSPECTION REPORTS UNTIL THE FINAL DAILY INSPECTION IS SIGNED OFF BY THE CONSTRUCTION MANAGER THAT THE SITE IS FULLY STABILIZED AND THE PERMIT MAY BE TERMINATED.
- NOTE: GENERAL CONTRACTOR MAY COMPLETE CONSTRUCTION-RELATED ACTIVITIES CONCURRENTLY ONLY IF ALL PRECEDING BMPs HAVE BEEN COMPLETELY INSTALLED. BMP-RELATED STEPS IN THE ABOVE SEQUENCE ARE ITALICIZED FOR CLARITY.

4800 WEST



CEDAR HILLS DRIVE



PROJECT LOCATION
 LATITUDE: 40°24'56"N
 LONGITUDE: 111°46'23"W

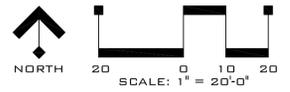
ON-SITE RUNOFF CURVE NUMBERS

EXISTING CN	40
DEVELOPED CN	69

BASED ON TR-55 MODEL

DEVELOPER/OWNER:
 JPMORGAN CHASE
 201 NORTH CENTRAL AVENUE
 PHOENIX, AZ 85004
 602-221-1969

SITE OPERATOR/GENERAL CONTRACTOR:
 SUPERINTENDENT:



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



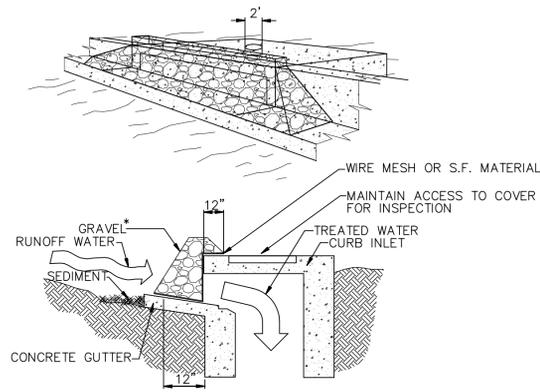
PREPARED UNDER THE DIRECT SUPERVISION OF SHAWNA M. SMITH, P.E. UTAH REGISTRATION NO. 486027 FOR AND ON BEHALF OF CLC ASSOCIATES

SWPPP SITE MAP

DATE	DESCRIPTION
12/22/08	BUILDING SUBMITTAL
02/23/09	PRELIMINARY CITY SUBMITTAL
04/13/09	OUT TO BID
04/23/09	CITY RESUBMITTAL
04/29/09	BID ADDENDUM #1

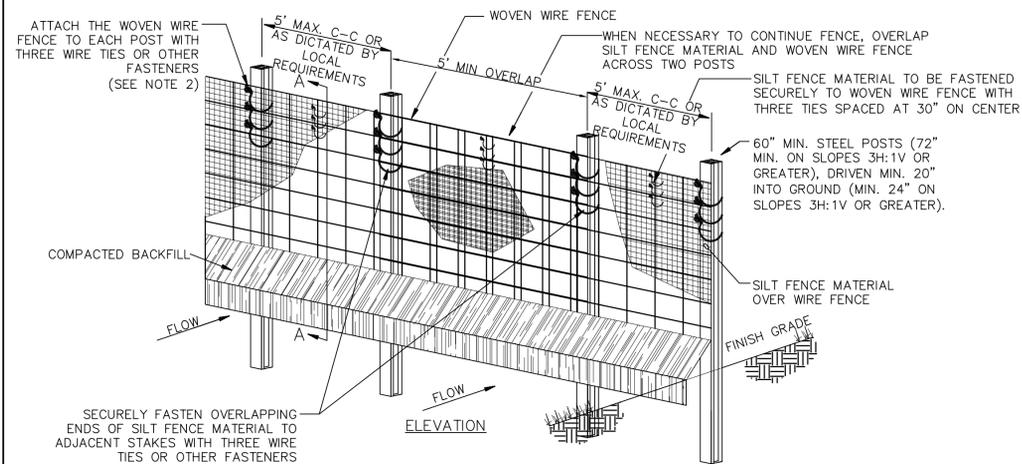
PROJECT #: 07.0256
 DRAWN BY: RLW
 DESIGNED BY: SMS
 CHECKED BY: MDI

H:\2007\07-0256 CHASE BANK-Cedar Hills\dwg\c2056 - C2.20 SWPPP.dwg, 4/28/2009 4:03:22 PM, PDF995

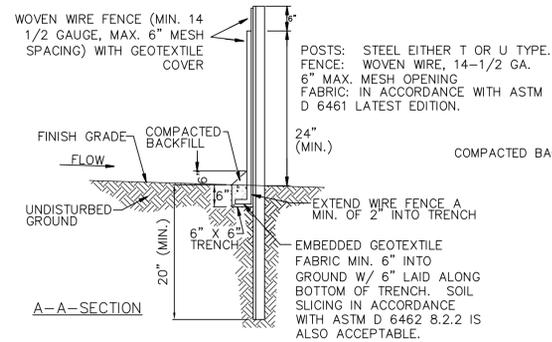


SPECIFIC APPLICATION
THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.
* GRAVEL SHALL BE 2"-3" CLEAN STONE

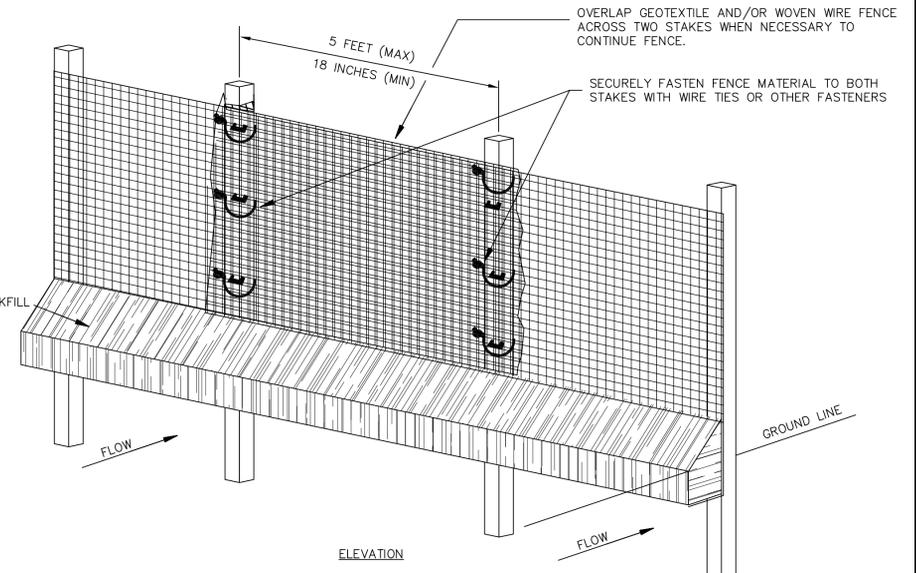
CURB INLET PROTECTION
NOT TO SCALE



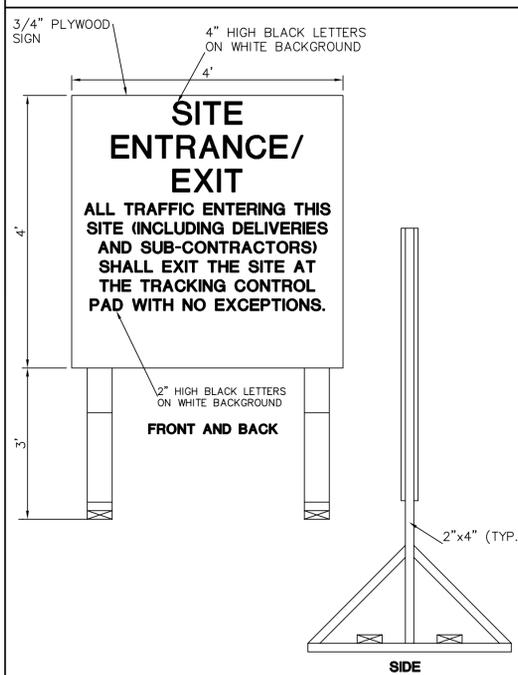
1. INSTALLATION SHALL COMPLY WITH ASTM D 6462 LATEST EDITION.
2. ATTACH THE WOVEN WIRE FENCE TO EACH POST AND THE GEOTEXTILE TO THE WOVEN WIRE FENCE (SPACED EVERY 30") WITH THREE WIRE TIES OR OTHER FASTENERS, ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART. ALSO, EACH TIE PLACED ON A POST SHOULD BE POSITIONED TO HANG ON A POST NIPPLE WHEN TIGHTENED TO PREVENT SAGGING.
3. WHEN TWO SECTIONS OF GEOTEXTILE ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED ACROSS TWO POSTS, 60" MIN. AS SHOWN.
4. MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE SWPPP. DEPTH OF ACCUMULATED SEDIMENTS MAY NOT EXCEED 1/2 THE HEIGHT OF THE FENCE. MAINTENANCE CLEANOUT MUST BE CONDUCTED REGULARLY TO PREVENT ACCUMULATED SEDIMENTS FROM REACHING 1/2 THE HEIGHT OF THE FENCE FABRIC ABOVE GRADE.
5. ALL SILT FENCE SHALL INCLUDE WIRE SUPPORT UNLESS THE STATIC SLICING EQUIPMENT IS UTILIZED TO INSTALL THE FENCE PER DETAIL- SILT FENCE INSTALLATION (SLICING METHOD).
6. WRAP APPROXIMATELY 6" OF FABRIC AROUND THE END POSTS AND SECURE WITH 3 TIES.
7. COMPACTING IS VITALLY IMPORTANT FOR EFFECTIVE RESULTS. COMPACT THE SOIL IMMEDIATELY NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SKID STEER, OR ROLLER EXERTING AT LEAST 60 POUNDS PER SQ. INCH. COMPACT THE UPSTREAM SIDE FIRST, AND THEN EACH SIDE TWICE FOR A TOTAL OF FOUR TRIPS.
8. ADD POST CAPS AS NEEDED BASED ON SITE CONDITIONS AND APPLICABLE AGENCY REQUIREMENTS.



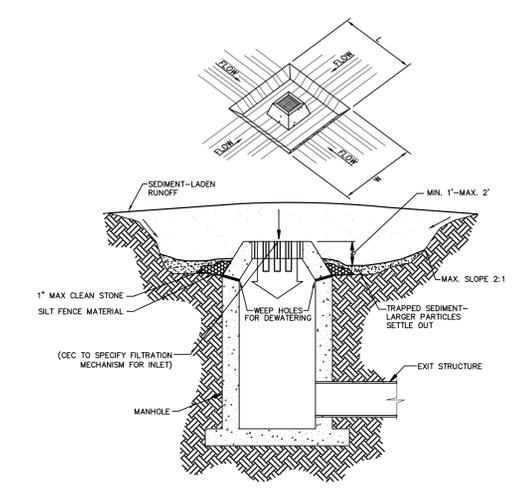
SILT FENCE WITH WIRE SUPPORT
NOT TO SCALE



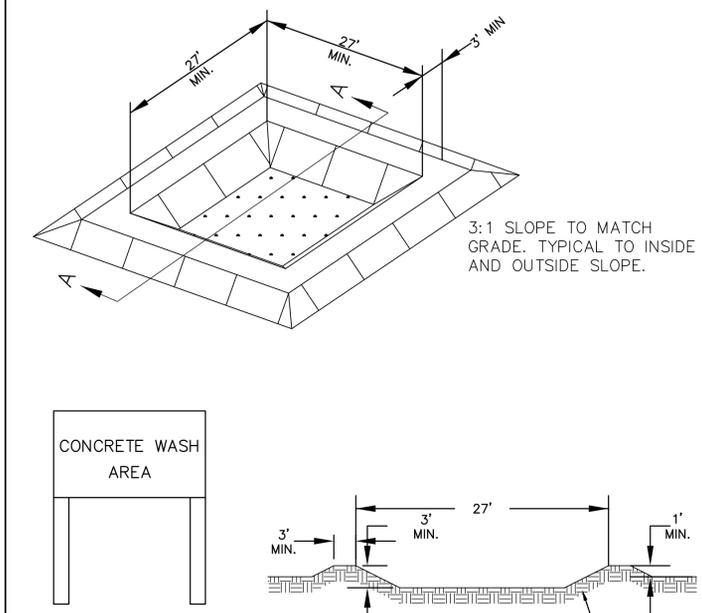
SILT FENCE WITH WIRE SUPPORT
NOT TO SCALE



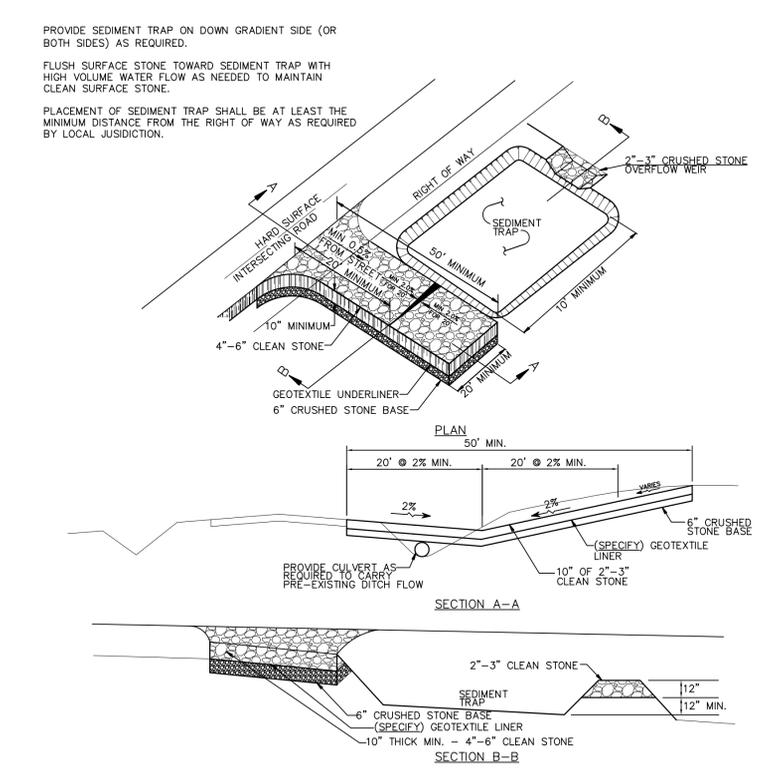
CONSTRUCTION ENTRANCE SIGN
NOT TO SCALE



AREA INLET PROTECTION
NOT TO SCALE



CONCRETE WASHOUT AREA
NOT TO SCALE



VEHICLE TRACKING CONTROL
NOT TO SCALE

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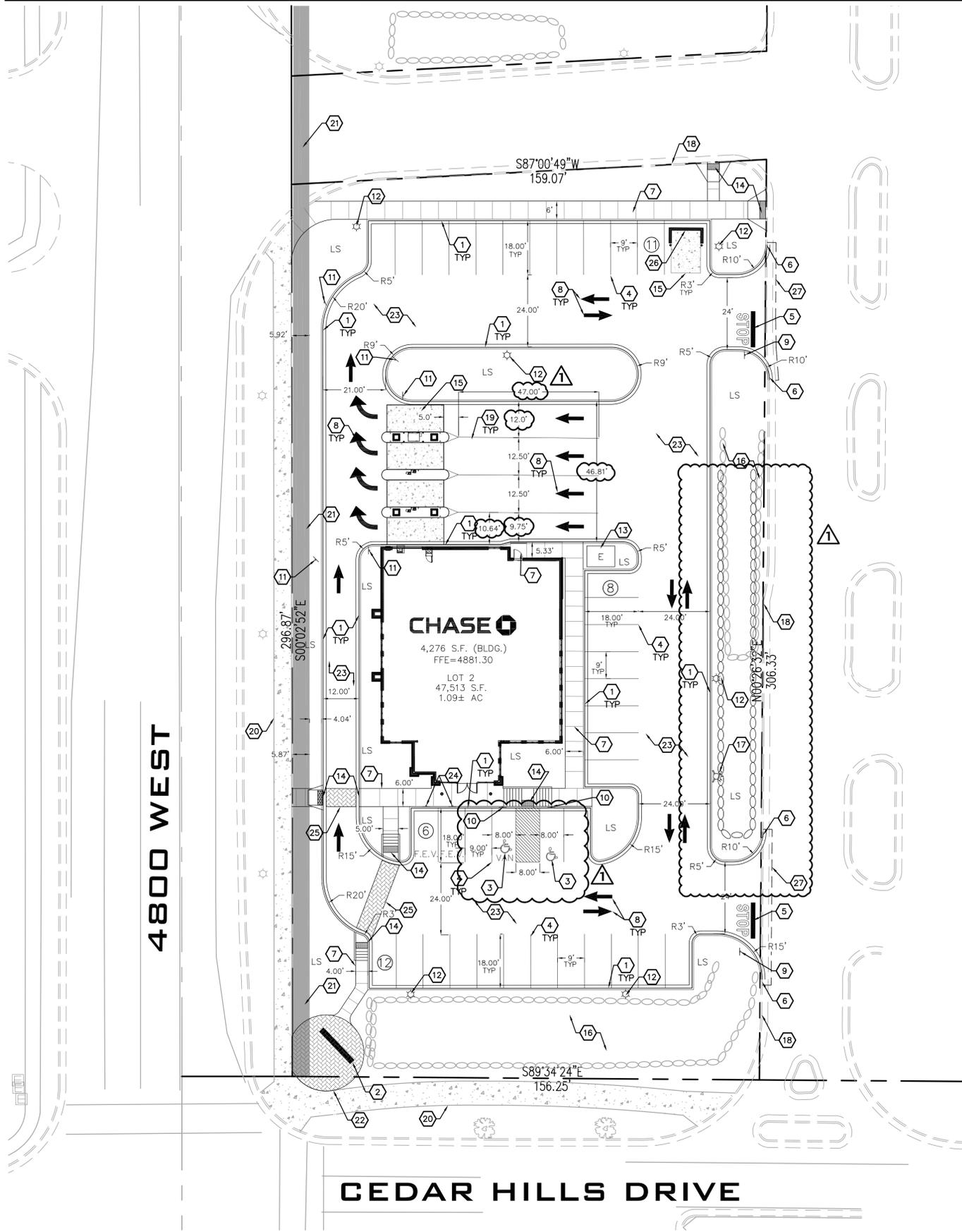
CHASE BANK - CEDAR HILLS
BRANCH ID #6081
4800 WEST CEDAR HILLS DRIVE
CEDAR HILLS, UTAH 84062

SHAWNA M. SMITH
4860827
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

PREPARED UNDER THE DIRECT SUPERVISION OF SHAWNA M. SMITH, P.E. UTAH REGISTRATION NO. 4860827 FOR AND ON BEHALF OF CLC ASSOCIATES

DATE	DESCRIPTION
12/22/08	BUILDING SUBMITTAL
02/23/09	PRELIMINARY CITY SUBMITTAL
04/13/09	OUT TO BID
04/23/09	CITY RESUBMITTAL
04/29/09	BID ADDENDUM #1

PROJECT #: 07.0256
DRAWN BY: RLM
DESIGNED BY: SMS
CHECKED BY: MDI



GENERAL NOTES

1. REFER TO SHEET C0.10 FOR ADDITIONAL PROJECT NOTES.
2. REFER TO SHEET C4.10 FOR CONCRETE CURB AND GUTTER CONSTRUCTION NOTES.
3. ALL SIGNAGE AND STRIPING SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS PUBLISHED BY THE DEPARTMENT OF TRANSPORTATION, LATEST REVISION.
4. ALL RADII ARE 3- FEET UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES

- 1 CONSTRUCT CONCRETE CURB AND GUTTER (TYP). RE: SHEET C4.10 FOR SPILL OR CATCH TYPE.
- 2 PROPOSED MONUMENT SIGN BY SEPARATE APPLICATION.
- 3 CONSTRUCT ACCESSIBLE PARKING SPACE. RE: SHEET C3.90, DETAIL D.
- 4 PAINT 90° PARKING STALLS AS SHOWN, WITH 4-INCH SINGLE SOLID LINE.
- 5 PAINT STOP BAR AND LEGEND. RE: SHEET C3.90, DETAIL A.
- 6 CONNECT AND MATCH EXISTING CURB AND GUTTER IN GRADE AND ALIGNMENT.
- 7 CONSTRUCT CONCRETE SIDEWALK AT WIDTH SHOWN. RE: SHEET C3.90, DETAIL E.
- 8 PAINT DIRECTIONAL ARROW AS SHOWN. RE: SHEET C3.90, DETAIL B.
- 9 FURNISH AND INSTALL STOP SIGN. RE: SHEET C3.90 DETAIL C.
- 10 FURNISH AND INSTALL ACCESSIBLE PARKING SIGN. RE: SHEET C3.90, DETAIL C.
- 11 FURNISH AND INSTALL "DO NOT ENTER" SIGN. RE: SHEET C3.90, DETAIL C.
- 12 INSTALL LIGHT POLE BASE AND FIXTURE TO MATCH EXISTING IN RETAIL CENTER. RE: SITE ELECTRICAL PLANS.
- 13 PROPOSED CONCRETE ELECTRICAL TRANSFORMER VAULT. RE: UTILITY PLAN, SHEET C6.10.
- 14 CONSTRUCT ADA RAMP. RE: SHEET C4.90 DETAIL D.
- 15 CONSTRUCT HEAVY DUTY CONCRETE PAD FOR TRASH ENCLOSURE AND CANOPY AREA. RE: SHEET C4.90, DETAIL A.
- 16 EXISTING RETAINING WALL AND RETENTION AREA TO REMAIN.
- 17 RELOCATE EXISTING HYDRANT. RE: UTILITY PLAN, SHEET C6.10
- 18 EXISTING CURB AND GUTTER TO REMAIN.
- 19 PAINT 50 FOOT CHANNELIZATION LANE STRIPING SHOWN WITH 4-INCH SINGLE WHITE SOLID LINE.
- 20 EXISTING SIDEWALK TO REMAIN.
- 21 PROPOSED FUTURE RIGHT OF WAY.
- 22 CONSTRUCT DECORATIVE CONCRETE PER CITY REQUIREMENTS.
- 23 CONSTRUCT STANDARD DUTY ASPHALT PAVING. RE: SHEET C4.90, DETAIL A.
- 24 FUEL EFFICIENT VEHICLE STALLS AND SIGNAGE PER CHASE STANDARDS AND SPECIFICATIONS.
- 25 CONSTRUCT 6 FOOT WIDE DECORATIVE CONCRETE PEDESTRIAN CROSSWALK. PER CITY STANDARDS.
- 26 CONSTRUCT TRASH ENCLOSURE. RE: SHEET C3.91, DETAIL A AND ARCHITECTURAL PLANS FOR DETAILS AND ELEVATIONS.
- 27 SAWCUT LINE. PROVIDE SMOOTH CLEAN EDGE.

LEGEND

PROPOSED STANDARD DUTY ASPHALT PAVEMENT	
PROPOSED HEAVY DUTY CONCRETE PAVEMENT	
FUTURE RIGHT OF WAY	
PROPERTY LINE	
PARKING COUNT PER ROW	
PROPOSED CURB AND GUTTER	
PROPOSED ACCESSIBLE PARKING SPACE	
PROPOSED CONCRETE SIDEWALK	
PROPOSED LANDSCAPE AREA	
EXISTING CURB AND GUTTER	
EXISTING LIGHT	
PROPOSED SITE LIGHTING	
EXISTING EASEMENT	
PROPOSED SAWCUT LINE	
PROPOSED CONCRETE ELECTRICAL VAULT	
EXISTING CENTERLINE	
EXISTING VEGETATION	

4800 WEST

CEDAR HILLS DRIVE

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SITE DEVELOPMENT CONSTRUCTION PLANS FOR

CHASE BANK - CEDAR HILLS
BRANCH ID #6081
4800 WEST CEDAR HILLS DRIVE
CEDAR HILLS, UTAH 84062

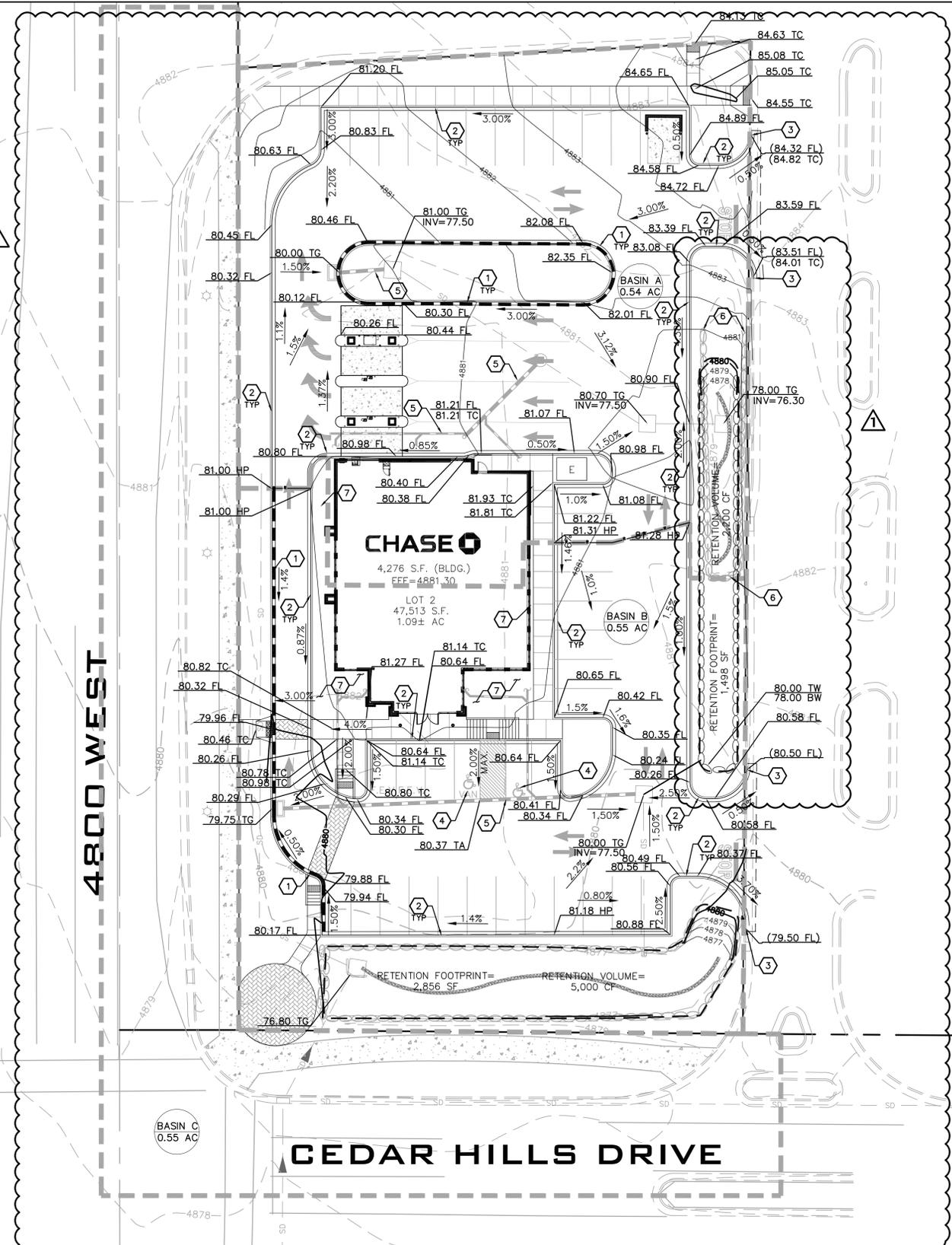


PREPARED UNDER THE DIRECT SUPERVISION OF SHAWNNA M. SMITH, P.E. UTAH REGISTRATION NO. 4860827 FOR AND ON BEHALF OF CLC ASSOCIATES

SITE PLAN

DATE	DESCRIPTION
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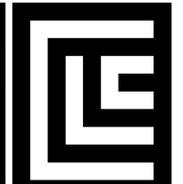
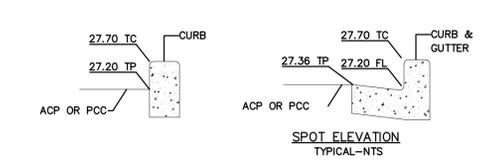
PROJECT #: 07.0256
DRAWN BY: RLV
DESIGNED BY: SMS
CHECKED BY: MDI



- ### CONSTRUCTION NOTES
- 1 CONSTRUCT CONCRETE CATCH CURB & GUTTER. RE: DETAIL B, SHEET C4.90.
 - 2 CONSTRUCT CONCRETE SPILL CURB & GUTTER. RE: DETAIL B, SHEET C4.90.
 - 3 MATCH EXISTING CURB AND GUTTER IN GRADE AND ALIGNMENT.
 - 4 GRADES FOR ADA PARKING SPACES AND ACCESSIBLE ROUTE NOT TO EXCEED 2%.
 - 5 PROPOSED STORM DRAIN SYSTEM. RE: SHEET C6.10.
 - 6 REMOVE EXISTING WALL IN RETENTION POND AND REBUILD 2 FOOT WALL AS SHOWN REUSING EXISTING BOULDERS AND SUPPLEMENTING WITH ADDITIONAL BOULDERS AS REQUIRED.
 - 7 SLOPE LANDSCAPING AWAY FROM BUILDING.

LEGEND

PROPOSED STANDARD DUTY ASPHALT PAVEMENT	
PROPOSED HEAVY DUTY CONCRETE PAVEMENT	
PROPERTY LINE	
PROPOSED CATCH CURB AND GUTTER	
PROPOSED SPILL CURB AND GUTTER	
PROPOSED SPOT ELEVATION	
EXISTING SPOT ELEVATION	
PROPOSED CONTOUR	
EXISTING CONTOUR	
PROPOSED RIDGELINE	
PROPOSED STORM DRAIN LINE	
PROPOSED CURB INLET	
PROPOSED ACCESSIBLE RAMP	
PROPOSED SAWCUT LINE	
HIGH POINT	
RETENTION FOOTPRINT	
DRAINAGE BASIN BOUNDARY	
TOP OF WALL	
BOTTOM OF WALL	



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SITE DEVELOPMENT CONSTRUCTION PLANS FOR

CHASE BANK - CEDAR HILLS
BRANCH ID #6081
 4800 WEST CEDAR HILLS DRIVE
 CEDAR HILLS, UTAH 84062



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GRADING PLAN

PROJECT #: 07.0256
 DRAWN BY: RLW
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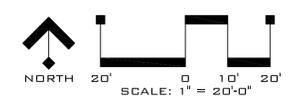
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CONSTRUCTION NOTES

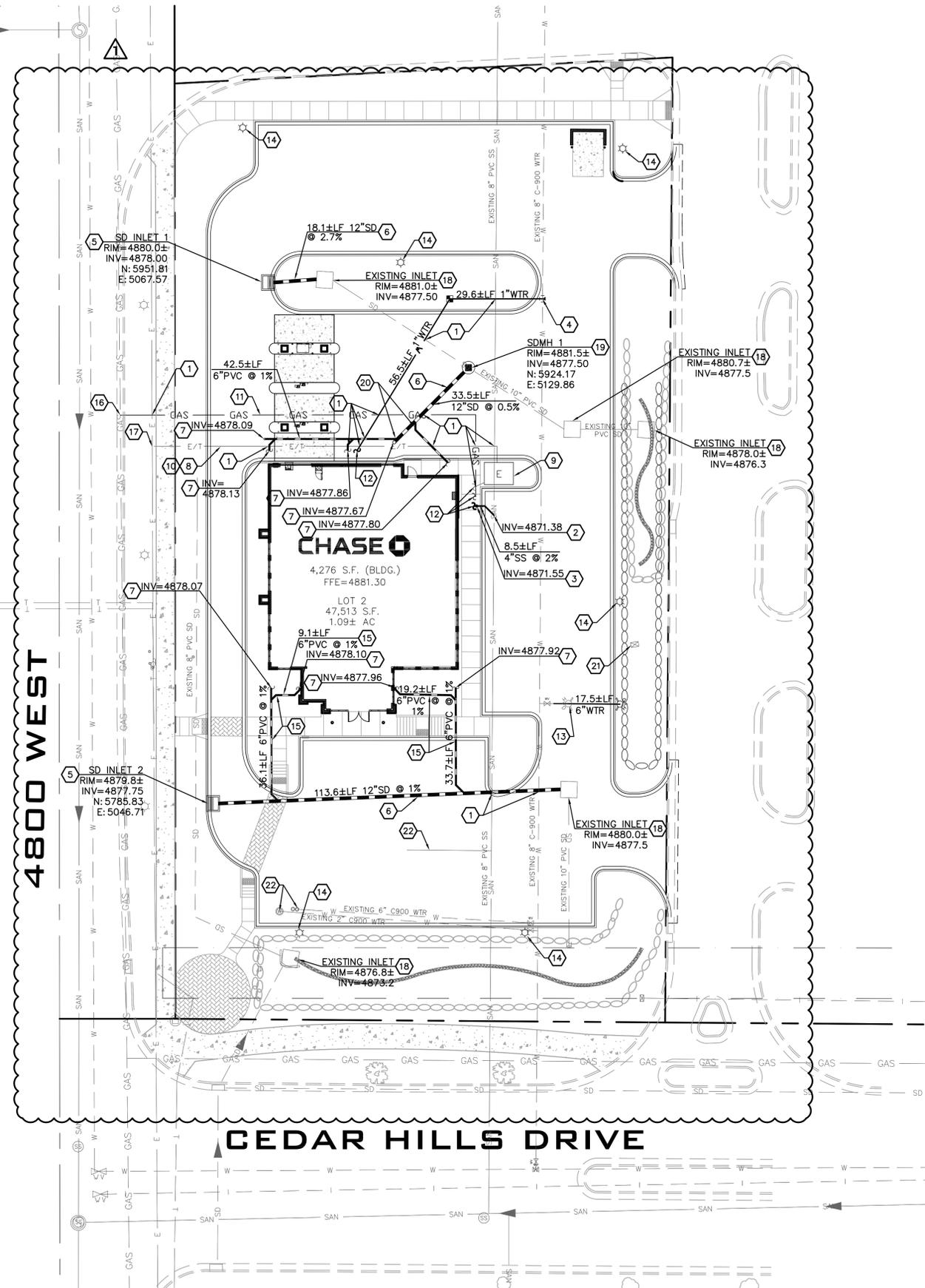
- 1 CAUTION! - POSSIBLE UTILITY CROSSING - VERIFY INVERTS WITH UTILITY COMPANY.
- 2 CONNECT TO EXISTING SANITARY SEWER LINE USING WYE CONNECTION, CONTRACTOR TO VERIFY INVERT ELEVATION. RE: DETAIL F, SHEET C6.90.
- 3 INSTALL 4-INCH SANITARY SEWER CLEANOUT. RE: DETAIL C, SHEET C6.90.
- 4 CONNECT TO EXISTING WATER LINE AND INSTALL 1-INCH CULINARY TYPE K COPPER WATER LINE AND 1-INCH METER. INSTALL DETECTOR CHECK VALVE AND BACKFLOW PREVENTER IN BUILDING IF REQUIRED BY CITY. RE: DETAIL A, SHEET C6.90.
- 5 INSTALL STORM DRAIN CURB INLET. RE: DETAIL E, SHEET C6.90.
- 6 INSTALL PVC STORM DRAIN LINE, SIZED AS MARKED ON PLAN.
- 7 INSTALL STORM DRAIN CLEANOUT, SIZED AS MARKED ON PLAN. RE: DETAIL C, SHEET C6.90.
- 8 ELECTRICAL SERVICE. SEE ELECTRICAL PLANS FOR EXACT LOCATION. CONTRACTOR SHALL COORDINATE WITH ROCKY MOUNTAIN POWER.
- 9 INSTALL 9'-4" X 7'-0" 3-PHASE CONCRETE TRANSFORMER VAULT. SEE ELECTRICAL PLANS. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF TRANSFORMER AND LINE WITH ROCKY MOUNTAIN POWER.
- 10 TELEPHONE SERVICE. SEE ELECTRICAL PLANS FOR EXACT LOCATION. CONTRACTOR SHALL COORDINATE EXACT LOCATION WITH QWEST.
- 11 GAS SERVICE AND METER. CONTRACTOR SHALL COORDINATE EXACT LOCATION WITH QUESTAR GAS COMPANY. SEE BUILDING/PLUMBING PLANS FOR EXACT LOCATION OF METER.
- 12 STUB UTILITY LINE TO WITHIN 5- FEET OF PROPOSED BUILDING. RE: DETAIL H, SHEET C6.90.
- 13 RELOCATE EXISTING FIRE HYDRANT AS SHOWN. RE: DETAIL B, SHEET C6.90.
- 14 INSTALL SITE LIGHTING. RE: ELECTRICAL PLANS.
- 15 INSTALL 6-INCH PVC STORM DRAIN STUB AND CLEANOUT FOR ROOF DRAIN. RE: DETAIL C, SHEET C6.90.
- 16 CONNECT TO EXISTING GAS LINE SERVICE.
- 17 CONNECT TO EXISTING TELEPHONE AND ELECTRICAL SERVICE.
- 18 EXISTING INLET TO REMAIN. ADJUST RIM TO GRADE.
- 19 INSTALL STORM DRAIN BOX. RE: DETAIL E, SHEET C4.90.
- 20 CONNECT STORM DRAIN PIPE USING WYE CONNECTION.
- 21 RELOCATE EXISTING UTILITY BOX.
- 22 REMOVE EXISTING UTILITY LINE AND APPURTENANCE.

GENERAL NOTES:

1. CONNECT ROOF DRAINS TO STORM DRAIN SYSTEM W/ 6-INCH PVC PIPE MINIMUM SLOPE OF 1%. INSTALL 6-INCH STORM DRAIN CLEANOUT 5- FEET FROM PROPOSED BUILDING. RE: DETAIL C, SHEET C6.90
2. PIPES SHALL BE BEDDED IN ACCORDANCE WITH CEDAR HILLS CITY STANDARDS AND SPECIFICATIONS.

LEGEND

PROPERTY LINE	---
PROPOSED CURB INLET	
PROPOSED SANITARY SEWER MANHOLE	
PROPOSED CLEANOUT	•
PROPOSED STORM DRAIN BOX	
PROPOSED WATER METER	
PROPOSED STORM DRAIN LINE	---
PROPOSED GAS LINE PROPOSED	---
POWER/TELEPHONE LINE	---
PROPOSED WATER LINE	---
PROPOSED SANITARY SEWER LINE	---
PROPOSED IRRIGATION LINE	---
EXISTING SANITARY SEWER LINE	---
EXISTING WATER LINE	---
EXISTING OFF-SITE STORM DRAIN	---
EXISTING IRRIGATION LINE	---
EXISTING ELECTRICAL LINE	---
EXISTING GAS LINE	---
EXISTING WATER METER	
EXISTING FIRE HYDRANT	
EXISTING WATER VALVE	
EXISTING SANITARY SEWER MANHOLE	
EXISTING WATER LINE MANHOLE	
EXISTING ELECTRICAL BOX	



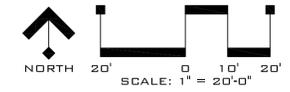
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SITE DEVELOPMENT CONSTRUCTION PLANS
FOR
CHASE BANK - CEDAR HILLS
CHASE BRANCH ID #6081
4800 WEST CEDAR HILLS DRIVE
CEDAR HILLS, UTAH 84062



PREPARED UNDER THE
DIRECT SUPERVISION OF
CHAD D. NIELSON, A.S.L.A.
UTAH REGISTRATION NO.
488170 FOR AND ON
BEHALF OF CLC
ASSOCIATES

LANDSCAPE PLAN

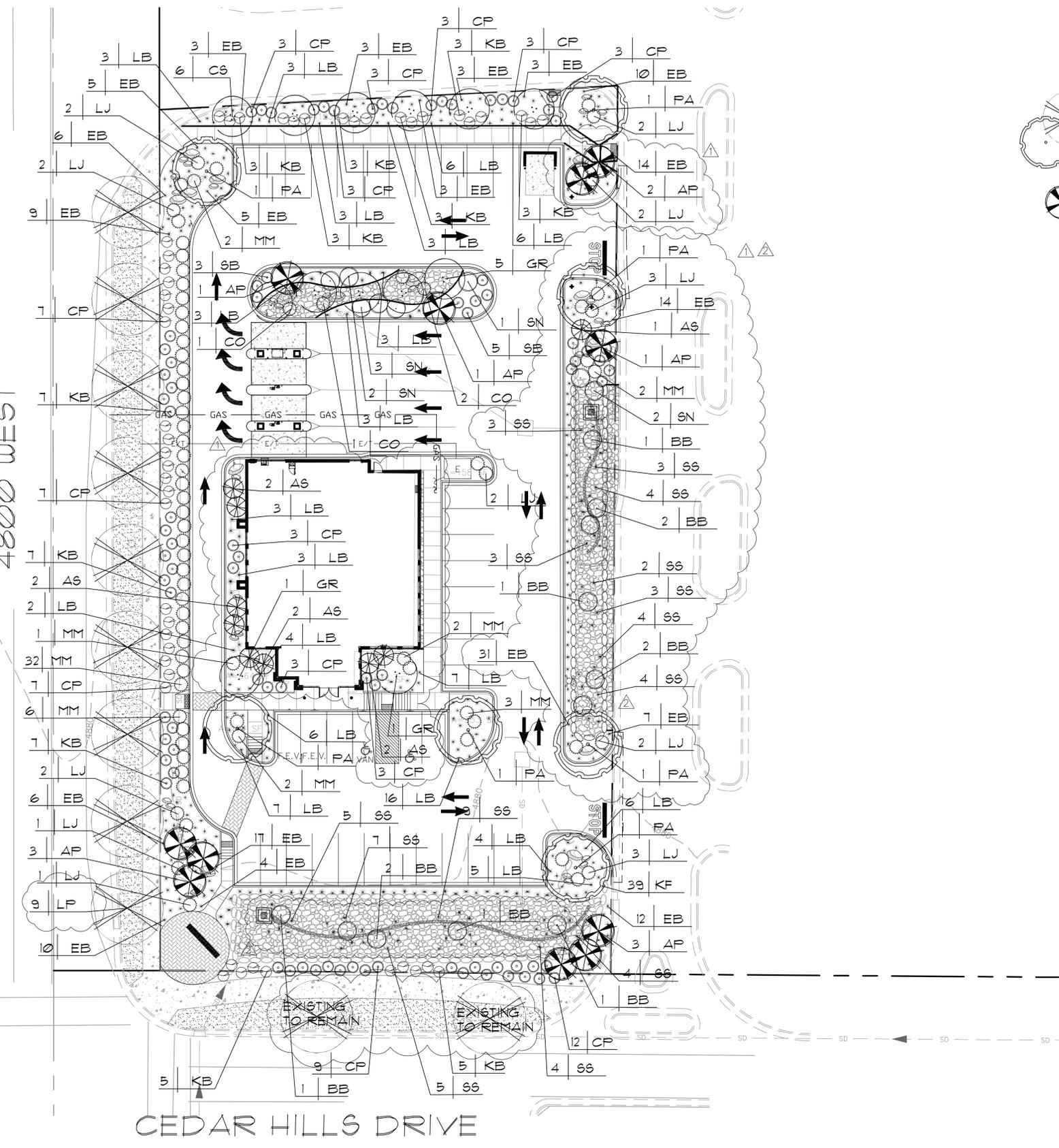
DATE	DESCRIPTION
12/22/08	BUILDING SUBMITTAL
02/23/09	PRELIMINARY CITY SUBMITTAL
04/13/09	OUT TO BID
04/23/09	CITY RESUBMITTAL
04/29/09	BID ADDENDUM #1
06/25/09	BID ADDENDUM #2 - CITY/CLIENT REQUESTED CHANGES

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

PLANT LIST

QUAN	SYM	COMMON/BOTANICAL NAME	INSTALLED SIZE	REMARKS
SHADE/STREET TREES				
13	LP	LONDON PLANE TREE <i>Platanus acerifolia</i>	2 1/2" CAL. SINGLE TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
1	PA	FATMORE ASH <i>Fraxinus pennsylvanica</i> 'Fatmore'	2 1/2" CAL. SINGLE TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
EVERGREEN TREES				
3	AS	ARNOLDS SENTINEL PINE <i>Pinus nigra</i> 'Arnolds Sentinel'	1" MIN. SINGLE TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
11	AP	AUSTRIAN PINE <i>Pinus nigra</i>	6" MIN. SINGLE TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
ORNAMENTAL/FLOWERING TREES				
6	CS	COLUMNAR SARGENT CHERRY <i>Prunus sargentii</i> 'Columnaris'	2" CAL. SINGLE TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
1	GR	GOLDEN RAINDROP CRAB APPLE <i>Malus sp.</i> 'Golden Raindrops'	2" CAL. MULTI TRUNK	FULL CROWN, B4B SPECIMEN QUALITY
DECIDUOUS SHRUBS				
11	BB	HARLEQUIN BUTTERFLY BUSH <i>Buddleia davidii</i> 'Harlequin'	20"-28" HT. MIN. 5	SPACING AS SHOWN FULL AND BUSHY
16	SB	SUNSHINE BLUE SPIREA <i>Caryopteris x glandonensis</i> 'Sunshine Blue'	20"-28" HT. MIN. 5	SPACING AS SHOWN FULL AND BUSHY
24	CB	CORAL BEAUTY COTONEASTER <i>Cotoneaster dammeri</i> 'Coral Beauty'	24"-30" SPREAD MIN. 5	SPACING AS SHOWN FULL AND BUSHY
12	CF	CRIMSON FYGHTY BARBERRY <i>B. trunbergii atropurpurea nana</i> 'Crimson Fyghty'	18"-24" HT. MIN. 5	SPACING AS SHOWN FULL AND BUSHY
50	KB	KOBOLD BARBERRY <i>B. trunbergii</i> 'Kobold'	18"-24" HT. MIN. 5	SPACING AS SHOWN FULL AND BUSHY
11	SN	SNOWFALL NINEBARK <i>Fryocarpus opulus</i> 'Snowfall'	20"-28" HT. MIN. 5	SPACING AS SHOWN FULL AND BUSHY
EVERGREEN SHRUBS				
4	CO	CREEPING OREGON GRAPE <i>Mahonia repens</i> 'Creeping'	30"-36" SPREAD MIN. 5	SPACING AS SHOWN FULL AND BUSHY
33	MM	MOPS MUGHO PINE <i>Pinus mugo</i> 'Mops'	18"-24" HT. MIN. 5	SPACING AS SHOWN FULL AND BUSHY
22	LJ	LIMEGLOW JUNIPER <i>Juniperus horizontalis</i> 'Limeglow'	30"-36" SPREAD MIN. 5	SPACING AS SHOWN FULL AND BUSHY
GRASSES				
40	KF	KARL FOERSTER FEATHER GRASS <i>Calamagrostis x acutiflora</i> 'Karl Foerster'	5	SPACING AS SHOWN FULL AND BUSHY
63	SS	SHENANDOAH SWITCH GRASS <i>Panicum virgatum</i> 'Shenandoah'	5	SPACING AS SHOWN FULL AND BUSHY
166	EB	ELIJAH BLUE FESCUE <i>Festuca glauca</i> 'Elijah Blue'	5	SPACING AS SHOWN FULL AND BUSHY
92	LB	LITTLE BUNNY FOUNTAIN GRASS <i>Festisetum alopecuroides</i> 'Little Bunny'	5	SPACING AS SHOWN FULL AND BUSHY
TURF				
		BIOTURF SOD - PERMANENT IRRIGATION SYSTEM BIOGRASS SOD FARMS 800 795 3236		
		PERENNIAL MIX - FLATS	1 GAL	SPACING 18" O.C.
		'WOOLLY' THYME (<i>Thymus lanuginosus</i>), HARDY GERANIUM 'PURPLE PILLLOW' (<i>Geranium cantabrigiense</i>), 'AFTER MIDNIGHT' ECHINACEA (<i>Echinacea Big Sky</i> 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 - (EXISTING - RESEED ALL DISTURBED AREAS) 'BIO-MEADOW' SEED MIX. BIOGRASS SOD FARMS 800 795 3236		
		COBBLE 3" MINUS WASHED COBBLE STONE - TO BE LOCALLY AVAILABLE - WITH UNDERLAYMENT OF DEWITT PRO 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.		
		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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BLUE STAKES OF UTAH
Utility Notification Center, Inc.
1-800-662-4111
www.bluestakes.org

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811
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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.



CLC ASSOCIATES

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LANDSCAPE ARCHITECTURE
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CEDAR HILLS
CHASE BANK
4800 WEST CEDAR HILLS DRIVE
CEDAR HILLS, UTAH 84062

CHASE

PREPARED UNDER THE
DIRECT SUPERVISION OF
RICHARD A. ESPINOSA
UTAH REGISTRATION
NO. 137218-0301 FOR
AND ON BEHALF OF CLC
ASSOCIATES

DATE 04/13/09
DESCRIPTION CITY REVISIONS & CHASE REVISIONS

PROJECT #: 07-0286
DRAWN BY: DC
DESIGNED BY:
CHECKED BY: RE

A4.0

SHEET KEY NOTES

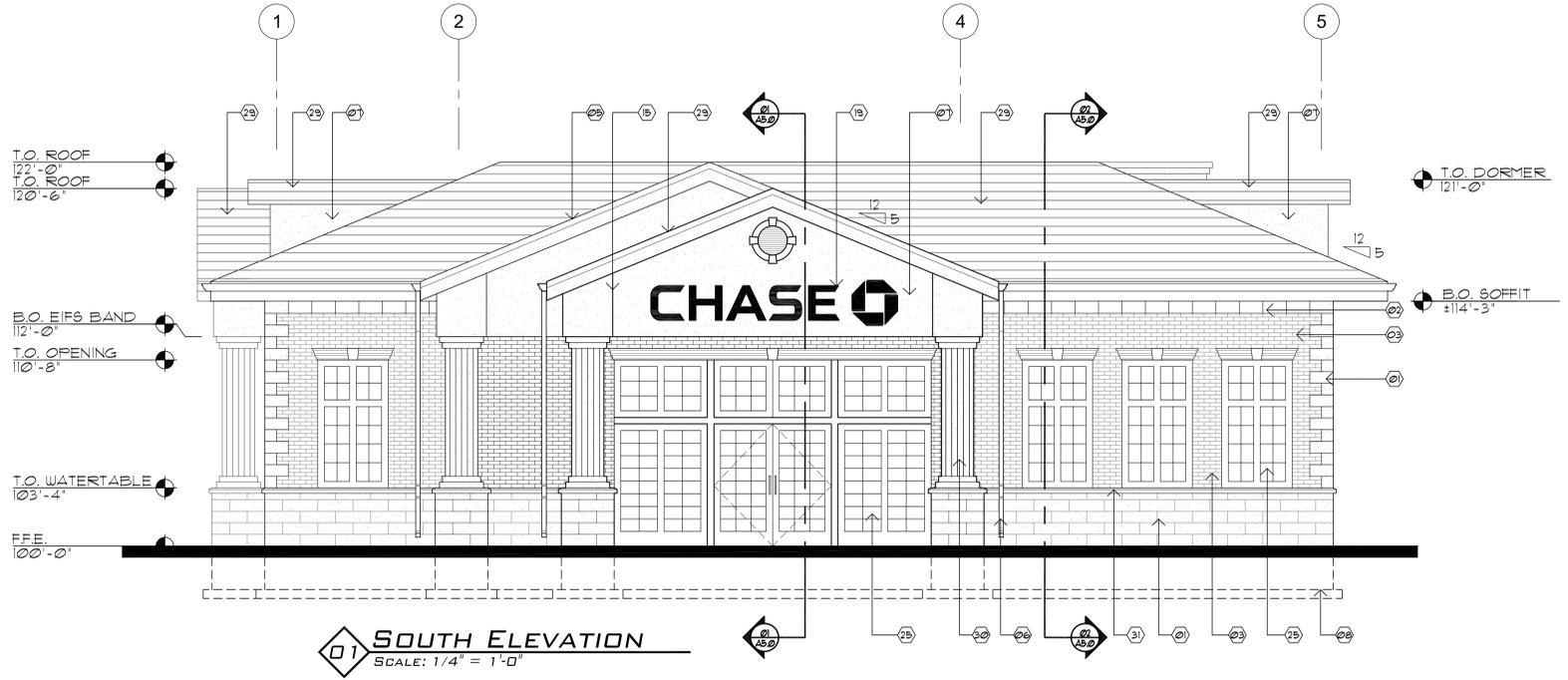
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- 09 CORNICE EIFS SYSTEM (EIFS-2) RE: SPECIFICATIONS
- 10 EIFS (EIFS-2)
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- 12 LOCATION OF GAS METER PAINT TO MATCH CMU RE: PLUMBING
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- 18 AFTER HOURS DEPOSIT EQUIPMENT BY OTHERS (N.I.C.)
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- 20 CHASE BANK LANE INDICATOR SIGNAGE-BY OTHERS (N.I.C.) -UNDER SEPARATE PERMIT.
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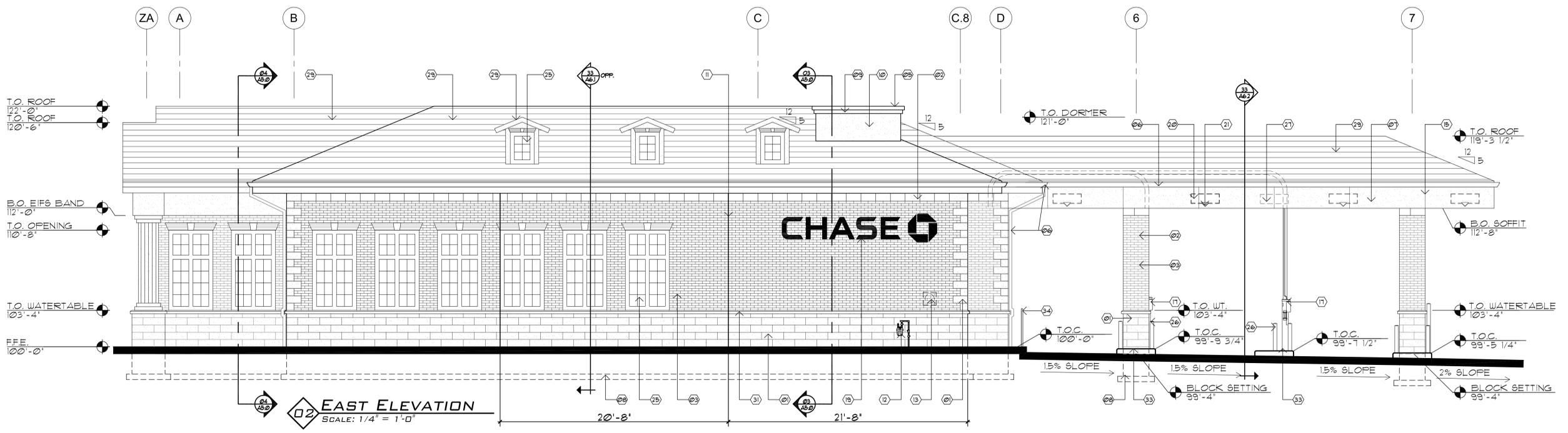
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01 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



02 EAST ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR ELEVATIONS



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EXTERIOR ELEVATIONS

A4.1

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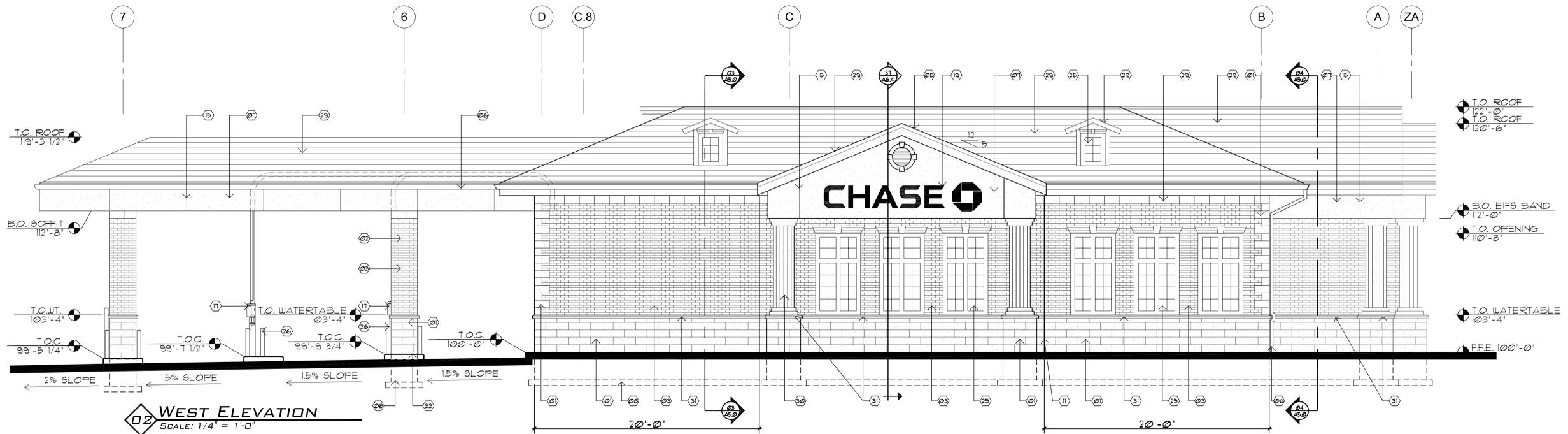
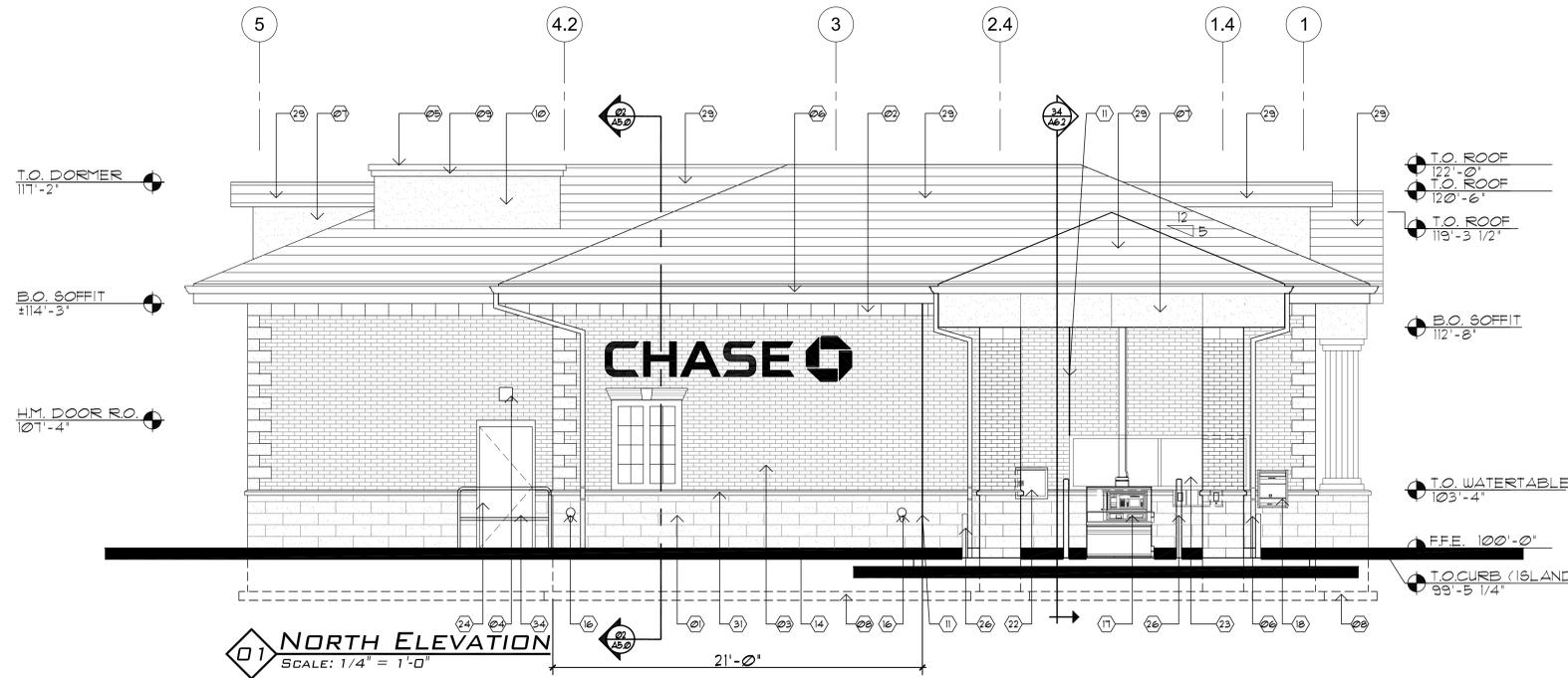
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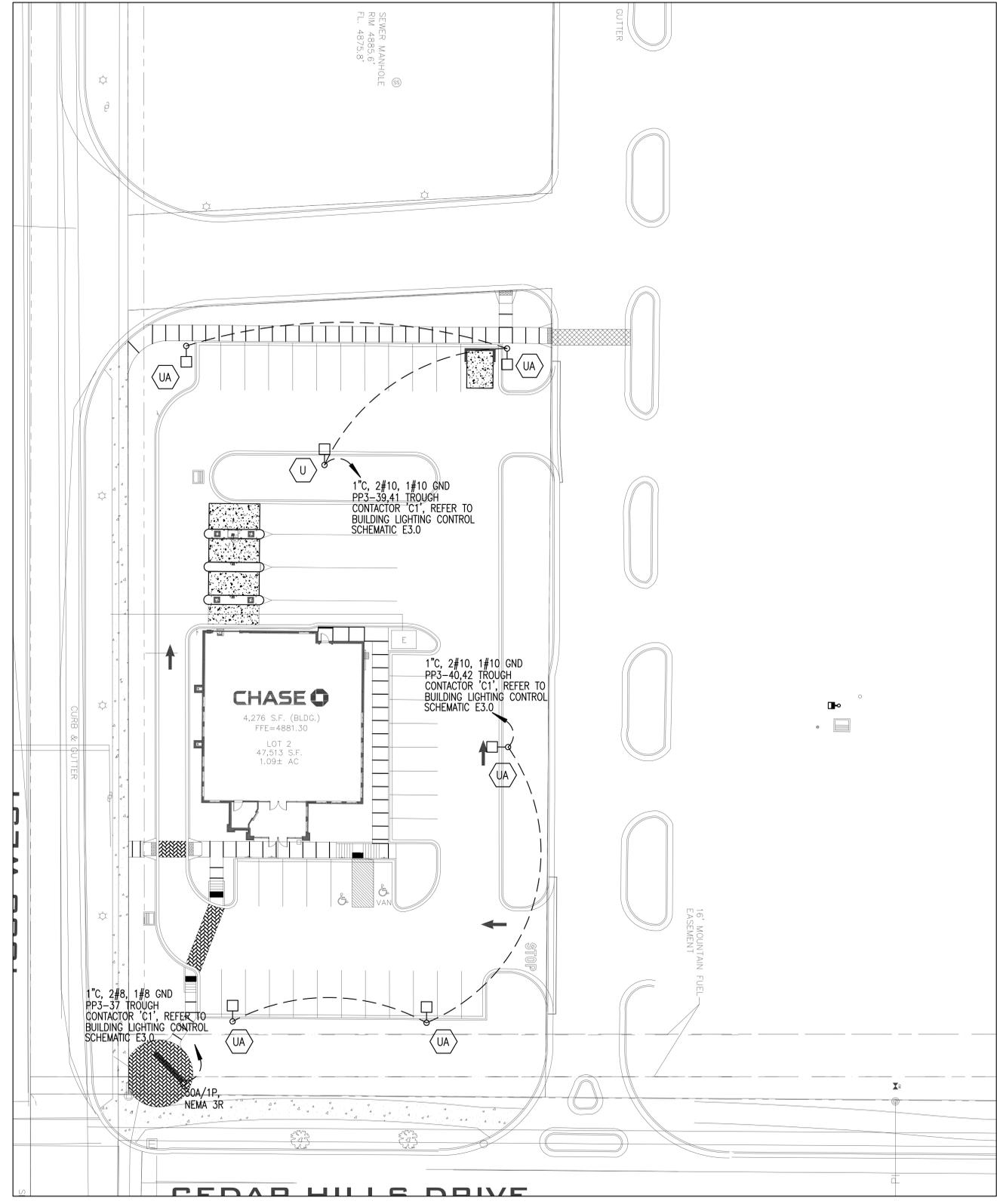
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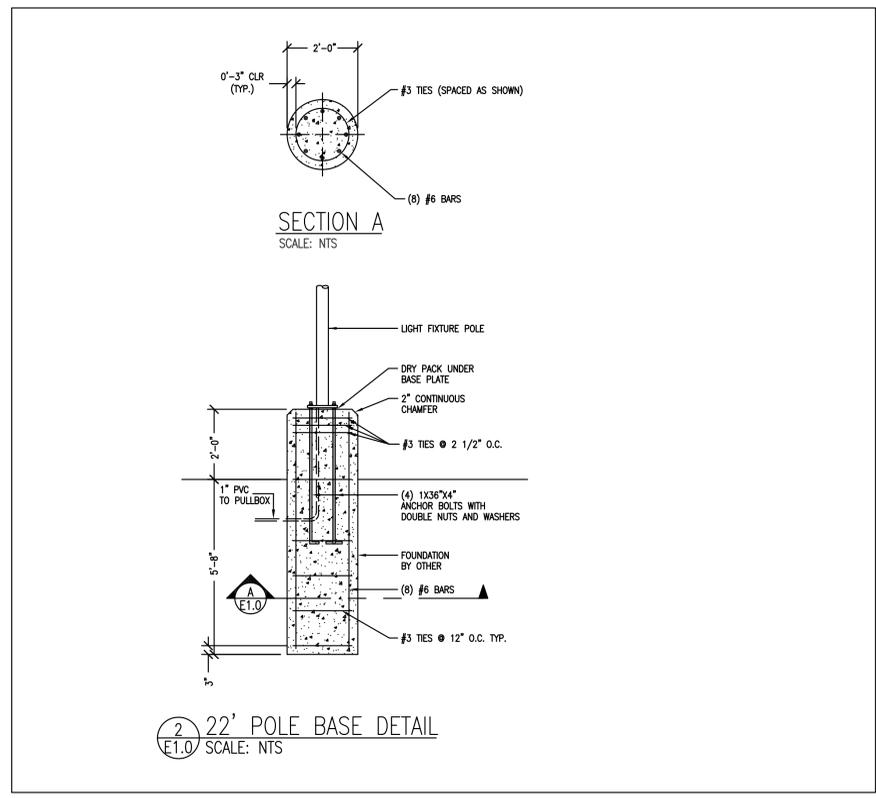
DATE
 DESCRIPTION
**ELECTRICAL
 SITE PLAN**

PROJECT #: 07-0256
 DRAWN BY: [initials]
 DESIGNED BY: DAVE CRIVEN
 CHECKED BY: DAVE CRIVEN

E1.0
 2 OF 7



ELECTRICAL SITE PLAN
 SCALE: 1" = 20'





CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager <i>Konrad</i>
DATE:	9/1/2009

SUBJECT:	Golf Course Operations
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Konrad Hildebrandt, City Manager

BACKGROUND AND FINDINGS:

Discussion and action needs to be done concerning the current triple wide clubhouse trailer. Our lease is expiring on September 13, 2009 and we have the option of renewing for the following:
12-23 months - \$1,150/month; 24-35 months - \$1,086; 36 – 70 months - \$1,042. Month to month costs are \$ \$1,200 ;

The options concerning the clubhouse are basically as follows, in no specific order:

- 1. Bond and Build Golf Clubhouse Events (Reception) facility**
Cost: Approximately \$2,000,000 (most likely much less), bonding - \$125-140K debt repayment
Issues: Political; Type of bonding and positive election; Time intensive, soonest starting date summer 2010; Basic structure that is needed and strong revenue potential.
- 2. Bond and Build Tri-use (golf clubhouse/reception, recreation/aquatics, city hall)**
Cost: unknown (\$5,000,000 +)
Issues: Political; type of bonding and positive election; Time intensive, soonest starting date summer 2010; Beneficial costing based on economies of scale; multiple sources of construction capital
- 3. Status Quo - Absolutely nothing – continue to lease trailer (\$1,150/month – 12 month lease or less if we take out a longer term lease); Upgrade and cleaning of the Traylor, Sunset Room and renovation of the cart barn - \$\$\$.** No additional source of revenue for break even. Need to replace existing facilities at some time in the future.
- 4. Privatize – Private owner of the golf clubhouse and facilities**
Cost: leasing cost TBD for golf proshop and cart barn facilities (\$3,500/month?!)
Issues: Not political; increase in lease fees?; no future potential revenue from auxiliary facilities (grill, reception, etc.); time to build unknown; No longterm, unknown liability. No additional source of revenue for break even.

Please be reminded that currently we do not have the cost for the clubhouse (triple wide) budgeted. We will need to add this to our budget and any needed maintenance that we have been deferring.



CITY OF CEDAR HILLS

PREVIOUS LEGISLATIVE ACTION:

City Council
Multiple previous reviews
Agenda Item

FISCAL IMPACT:

TBD

\

SUPPORTING DOCUMENTS:

To be distributed at CC meeting

RECOMMENDATION:

Staff recommends that the City Council go with any option but status quo .

MOTION:

To direct staff to _____ concerning golf-related matters.



CITY OF CEDAR HILLS

City Council Memorandum

TO: Mayor McGee, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: September 9, 2009

SUBJECT: Ordinance Regarding the Approval of Written Minutes
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake, City Recorder

BACKGROUND AND FINDINGS:

Senate Bill 26 was passed this year modifying the Open and Public Meetings Act. The changes included the following:

- clarifies that the minutes of a meeting must include information requested to be added by a member only if that information was part of the proceedings of the meeting;
- provides specific circumstances as to when the written minutes of an open meeting become a public record;
- requires a public body to establish and implement procedures for approval of written minutes;
- requires that a recording of an open meeting must be available to the public for listening within three business days after the meeting;
- repeals a requirement that a recording must be converted to written minutes within a reasonable time upon request;
- provides that a meeting recording is not required for site visits or traveling tour or for certain small local districts; and
- makes technical changes.

The proposed ordinance clarifies the responsibility of the City Recorder pertaining to public meeting minutes of the City. It also sets parameters for the approval of minutes, draft minutes, and an exception to approval of minutes.

PREVIOUS LEGISLATIVE ACTION:

None

FISCAL IMPACT:

None

SUPPORTING DOCUMENTS:

- Proposed Ordinance
- Senate Bill 26

RECOMMENDATION

To approve the ordinance.

MOTION

To approve Ordinance No. _____, an ordinance establishing a policy and procedure for the approval of written minutes for the public meetings of the City Council and other public bodies of the City of Cedar Hills.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A POLICY AND PROCEDURE FOR THE APPROVAL OF WRITTEN MINUTES FOR THE PUBLIC MEETINGS OF THE CITY COUNCIL AND OTHER PUBLIC BODIES OF THE CITY OF CEDAR HILLS.

WHEREAS, the Utah Code 52-4-101 et seq. the Utah Open and Public Meetings Act, requires that written minutes of the meeting of a Public Body be taken; and

WHEREAS, the written minutes of meetings of a Public Body are public records that constitute the official record of the City and need to be appropriately retained by the City and made available to the public at reasonable times and at reasonable costs; and

WHEREAS, the City desires to ensure that the written minutes of meetings accurately reflect the substance of the deliberations and the actual decisions of the Public Body; and

WHEREAS the City wishes to ensure that the written minutes are accurate by establishing a policy and procedure for the approval of the written minutes before they become the official record of the City; and

WHEREAS, the Utah Open and Public Meetings Act requires the City to establish a policy concerning how written minutes are to be approved by each Public Body of the City.

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

**PART I
AMENDMENTS**

SECTION 1. Title 1 of the City Code, entitled Administration, is hereby amended by adding Chapter 14, entitled Policy for Approval of Minutes, to read as follows:

SECTION: 1-14-1 APPROVAL OF MINUTES:

- A. The City Recorder is responsible to ensure that written minutes and recordings are prepared and kept for all public meetings of any Public Body of the City.
- B. Draft minutes shall be prepared for each public meeting as soon as practical and clearly identified as "DRAFT". A copy of the draft minutes shall be given to each member of the Public Body for review and comments. Once given to the members of the Public Body, the draft minutes are available as a public record, but subject to change until formally approved.
- C. The Public Body shall consider the draft minutes for approval within forty-five (45) days after the public meeting. If the Public Body does not take action to approve the draft minutes within forty-five (45) days, the draft minutes shall be

deemed to have been approved by the Public Body and will stand as proposed.

- D. Once the draft minutes have either been approved by the Public Body or have been deemed to have been approved, they shall become the official minutes of the proceedings of the Public Body, shall be signed by the City Recorder, and shall be retained as the official record of the Public Body. Minutes and recordings shall be made available to the public as required by Utah law.
- E. Exception – Any Public Body of the City that does not meet on a regular basis each month, may have its draft minutes approved by the Public Body’s Chair. It shall be the responsibility of the Public Body’s Chair to ensure that its members have the opportunity for input.

**PART II
PENALTY AND ADOPTION**

A. CONFLICTING PROVISIONS

Whenever the provisions of this Ordinance conflict with the provisions of any other Ordinance, resolution or part thereof, the more stringent shall prevail.

B. PROVISIONS SEVERABLE

This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

C. AMENDMENT TO BE ADDED TO CITY CODE

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the City Code, Title 1.

D. PENALTY

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

E. EFFECTIVE DATE

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

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF CEDAR HILLS,
UTAH, THIS 22ND DAY OF SEPTEMBER, 2009.**

Michael C. McGee, Mayor

ATTEST:

Kim E. Holindrake, City Recorder

1 **OPEN AND PUBLIC MEETINGS ACT -**
2 **MEETING RECORD**

3 2009 GENERAL SESSION

4 STATE OF UTAH

5 **Chief Sponsor: Peter C. Knudson**

6 House Sponsor: Douglas C. Aagard

8 **LONG TITLE**

9 **General Description:**

10 This bill modifies the Open and Public Meetings Act by amending provisions related to
11 minutes and a recording of an open meeting.

12 **Highlighted Provisions:**

13 This bill:

- 14 ▶ clarifies that the minutes of a meeting must include information requested to be
15 added by a member only if that information was part of the proceedings of the
16 meeting;
- 17 ▶ provides specific circumstances as to when the written minutes of an open meeting
18 become a public record;
- 19 ▶ requires a public body to establish and implement procedures for approval of
20 written minutes;
- 21 ▶ requires that a recording of an open meeting must be available to the public for
22 listening within three business days after the meeting;
- 23 ▶ repeals a requirement that a recording must be converted to written minutes within
24 a reasonable time upon request;
- 25 ▶ provides that a meeting recording is not required for site visits or traveling tour or
26 for certain small local districts; and
- 27 ▶ makes technical changes.

28 **Monies Appropriated in this Bill:**

29 None

30 **Other Special Clauses:**

31 None

32 **Utah Code Sections Affected:**

33 AMENDS:

34 **52-4-203**, as last amended by Laws of Utah 2008, Chapters 360 and 382



36 *Be it enacted by the Legislature of the state of Utah:*

37 Section 1. Section **52-4-203** is amended to read:

38 **52-4-203. Written minutes of open meetings -- Public records -- Recording of**
39 **meetings.**

40 (1) Except as provided under Subsection [~~(8)~~] (7), written minutes and a recording
41 shall be kept of all open meetings.

42 (2) Written minutes of an open meeting shall include:

43 (a) the date, time, and place of the meeting;

44 (b) the names of members present and absent;

45 (c) the substance of all matters proposed, discussed, or decided by the public body
46 which may include a summary of comments made by members of the public body;

47 (d) a record, by individual member, of each vote taken by the public body;

48 (e) the name of each person who:

49 (i) is not a member of the public body [~~and upon recognition~~]; and

50 (ii) after being recognized by the presiding member of the public body, provided
51 testimony or comments to the public body;

52 (f) the substance, in brief, of the testimony or comments provided by the public under
53 Subsection (2)(e); and

54 (g) any other information that is a record of the proceedings of the meeting that any
55 member requests be entered in the minutes or recording.

56 (3) A recording of an open meeting shall:

57 (a) be a complete and unedited record of all open portions of the meeting from the

58 commencement of the meeting through adjournment of the meeting; and

59 (b) be properly labeled or identified with the date, time, and place of the meeting.

60 (4) ~~[(a)]~~ The written minutes and ~~[recordings]~~ recording of an open meeting are public
61 records ~~[and shall be available within a reasonable time after the meeting.]~~ under Title 63G,
62 Chapter 2, Government Records Access and Management Act, as follows:

63 (a) Written minutes that have been prepared in a form awaiting only formal approval
64 by the public body are a public record.

65 (b) Written minutes shall be available to the public within a reasonable time after the
66 end of the meeting.

67 (c) Written minutes that are made available to the public before approval by the public
68 body under Subsection (4)(d) shall be clearly identified as "awaiting formal approval" or
69 "unapproved" or with some other appropriate notice that the written minutes are subject to
70 change until formally approved.

71 (d) A public body shall establish and implement procedures for the public body's
72 approval of the written minutes of each meeting.

73 (e) Written minutes are the official record of action taken at the meeting.

74 (f) A recording of an open meeting shall be available to the public for listening within
75 three business days after the end of the meeting.

76 ~~[(b) An open meeting record kept only by a recording must be converted to written~~
77 ~~minutes within a reasonable time upon request.]~~

78 (5) All or any part of an open meeting may be independently recorded by any person
79 in attendance if the recording does not interfere with the conduct of the meeting.

80 (6) ~~[Minutes or recordings]~~ The written minutes or recording of an open meeting that
81 are required to be retained permanently shall be maintained in or converted to a format that
82 meets long-term records storage requirements.

83 ~~[(7) Written minutes and recordings of open meetings are public records under Title~~
84 ~~63G, Chapter 2, Government Records Access and Management Act, but written minutes shall~~
85 ~~be the official record of action taken at the meeting.]~~

86 ~~[(8) Either written minutes or a recording shall be kept of:]~~
87 (7) Notwithstanding Subsection (1), a recording is not required to be kept of:
88 (a) an open meeting that is a site visit or a traveling tour, if no vote or action is taken
89 by the public body; ~~[and]~~ or
90 (b) an open meeting of a local district under Title 17B, Limited Purpose Local
91 Government Entities - Local Districts, or special service district under Title 17D, Chapter 1,
92 Special Service District Act, if the district's annual budgeted expenditures for all funds,
93 excluding capital expenditures and debt service, are \$50,000 or less.



CITY OF CEDAR HILLS

TO: Mayor McGee, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: August 25, 2009

City Council Memorandum

SUBJECT: Mayor Pro Tem
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake

BACKGROUND AND FINDINGS:

According to UCA §10-3b-302, the City Council may elect a member of the governing body as Mayor Pro Tempore to preside over meetings and perform the duties and functions of mayor during the Mayor's absence, disability, or refusal to act. Next in line to serve as Mayor Pro Tempore is Ken Kirk.

PREVIOUS LEGISLATIVE ACTION:

Previous appointments:	Jim Perry	January 2005
	Eric Richardson	September 2006
	Charelle Bowman	January 2008
	Marissa Wright	January 2009

FISCAL IMPACT:

SUPPORTING DOCUMENTS:

RECOMMENDATION

To appoint Ken Kirk as Mayor Pro Tempore.

MOTION

To appoint Ken Kirk as Mayor Pro Tempore.



CITY OF CEDAR HILLS

City Council Memorandum

TO: Mayor McGee, City Council, and Staff
FROM: Kim E. Holindrake, City Recorder
DATE: September 15, 2009

SUBJECT: 2009 Primary Election Canvass
APPLICANT PRESENTATION:
STAFF PRESENTATION: Kim E. Holindrake, City Recorder

BACKGROUND AND FINDINGS:

The Municipal Primary Election was held on September 15, 2009. The City Council, acting as the Canvassing Board, are to review and approve the results. Please note that the election canvass is an audit of the election procedures and NOT a recount. Voters were able to vote for one Candidate for Mayor and two Candidates for Council. The City received 23 provisional ballots, and 22 were verified and counted. The one remaining provisional ballot was not a registered voter in the State of Utah.

Review the poll book, tally list, and statement of disposition of ballots for each precinct. These will be provided at the meeting.

1. The poll book contains the name of each person voting along with the ballot number.
2. The tally list should have five tally marks per printed box, except perhaps the last box, and the totals are extended correctly.
3. Check the Statement of Disposition of Ballots to see that all the ballots are accounted for.

The final Primary Election results are as follows. Those marked with a * will move on to the General Election on November 3.

Mayor	CH01	CH02	CH03	CH04	Provisional	Total
Jerry W. Dearing *	93	135	51	175	8	462
Orson Herrmann	37	36	57	23	3	156
Michael C. McGee	29	65	18	31	1	144
Eric Richardson *	164	117	157	81	10	529
Council	CH01	CH02	CH03	CH04	Provisional	Total
Mike Cook	29	48	85	29	1	192
Curt Crosby *	75	131	53	175	9	443
Scott Jackman *	153	77	138	72	7	447
Darin Lowder	72	152	34	57	4	319
Stephanie Martinez *	107	75	145	72	8	407
Clint Seaman	45	5	9	1	1	61
Paul R. Sorensen *	111	138	65	182	11	507
Michael Stuy	31	28	25	18	1	103

VOTER TURNOUT	CH01	1,302 registered	330 voted (includes provisional)	25%
	CH02	1,041 registered	322 voted (includes provisional)	30%
	CH03	1,427 registered	290 voted (includes provisional)	20%
	CH04	1,181 registered	323 voted (includes provisional)	27%
	Overall Percentage			26%

RECOMMENDATION

To accept the election results for the 2009 Primary Election held on September 15, 2009.

MOTION

The City Council, acting as the Canvassing Board, accepts the election results for the 2009 Primary Election held on September 15, 2009.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Konrad Hildebrandt, City Manager <i>Konrad</i>
DATE:	9/15/2009

SUBJECT:	UTAH County CDBG Program – Urban County
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Konrad Hildebrandt, City Manager
BACKGROUND AND FINDINGS: Utah County is attempting to become designated through the Department of Housing and Urban Development as an Urban County and thus receive additional CDBG and other HUD distributed funding. Approval of this agreement will all the City of Cedar Hills to participate in these funding programs and opportunities. Previously (currently) the city of Cedar Hills participates with cities and town in a three (3) county jurisdiction through Mountainlands Association of Governments.	
PREVIOUS LEGISLATIVE ACTION: NONE	
FISCAL IMPACT:	
SUPPORTING DOCUMENTS: Interlocal Agreement enclosed	
RECOMMENDATION: Staff recommends that the City Council approve the interlocal agreement and authorize Mayor McGee to sign.	
MOTION: To approve the Utah County Interlocal Cooperation CDBG Agreement and authorize the Mayor to	

AGREEMENT NO. 2009-_____

INTERLOCAL COOPERATION AGREEMENT

between

UTAH COUNTY and AMERICAN FORK CITY, PLEASANT GROVE CITY,
ALPINE CITY, EAGLE MOUNTAIN CITY, SPANISH FORK CITY,
SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY,
MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY,
LINDON CITY, HIGHLAND CITY, TOWN OF CEDAR FORT,
CEDAR HILLS CITY, ELK RIDGE CITY, TOWN OF FAIRFIELD,
TOWN OF GENOLA, TOWN OF GOSHEN, TOWN OF VINEYARD,
and WOODLAND HILLS CITY

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

for FEDERAL FISCAL YEARS 20__ THROUGH 20__

and successive 3 year periods thereafter

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, AMERICAN FORK CITY, PLEASANT GROVE CITY, ALPINE CITY, EAGLE MOUNTAIN CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, HIGHLAND CITY, TOWN OF CEDAR FORT, CEDAR HILLS CITY, ELK RIDGE CITY, TOWN OF FAIRFIELD, TOWN OF GENOLA, TOWN OF GOSHEN, TOWN OF VINEYARD, and WOODLAND HILLS CITY, all municipal corporations.

RECITALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the

form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on _____ . All of the municipalities located in the County which do not receive separate community development entitlement grants have been and will continue to be included as a part of the County in its CDBG program.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three-year period of

qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, up to a maximum term of 50 years.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the Cities in the urban county and as part of the fiscal years 20 —20- -- urban county qualification process, the County and the Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the Cities as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the “agreement”), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation. The Cities hereby give the County the authority to carry out CDBG Program activities and projects within the Cities’ respective municipal boundaries. By entering into this agreement with the County, the Cities shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover three CDBG Program years beginning _____, 20__ and ending _____, 20__ and successive 3-year periods thereafter. Each City will participate for the next three program years, and for each successive 3-year period thereafter up to a maximum term of 50 years. Subject to the termination provisions set forth in Paragraph 13, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD’s grant computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD’s urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to

participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The Cities and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive 3-year covered by this agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the Cities. By executing the agreement, the Cities understand that they (1) may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; and (2) may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation. Accordingly, the Cities agree that as to all projects and activities performed or conducted in the Cities under any CDBG program grant agreement received by the County which includes the Cities, that the County shall have the ultimate supervisory and administrative control.

4. The Cities shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal and publicly assisted housing, as they may be planned and specified in the County's Action Plan submitted annually to HUD for the expenditure of CDBG funds granted to the County for such activities.

5. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The Cities also understand and agree that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the

Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The Cities and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the Cities and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act

of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the parties understand and agree that the County may not provide any CDBG funding for activities in or in support of any City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with its fair housing certification.

8. Each City affirms that it has adopted and is enforcing:
 - (a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

9. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

- (a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,
- (b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

10. The separate CDBG project agreements or sub-grants that will be entered into between the County and the Cities for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the Cities in whole or in part using CDBG Program funds. These standards will require the Cities to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

11. References within this agreement to the “Cities” should not be interpreted as a requirement for the Cities to act collectively. Each City is a separate party to this agreement and is subject to its terms and provisions without regard to the actions or omissions of any other City.

12. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

13. This agreement shall be and remain in force and effect for the period of performance specified in Paragraph 1. When the County has been qualified by HUD as an urban county for a particular 3-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefrom during that 3 year qualification period of performance; provided, however, if the County fails to qualify as an urban county or does not receive CDBG funding in any year of the three Program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this agreement in whole or any City may withdraw from this agreement, subject to the termination provisions set forth in Paragraph 1.

14. If the County qualifies as an urban county and the City is included, during the three Program years for which the County has qualified, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year period and for such additional time as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the ____ day of _____, 20__.

SIGNATURE PAGE FOR UTAH COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 20__ – 20__ AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

LARRY ELLERTSON, Chairman

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 2009, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of _____ County, by authority of law.

NOTARY PUBLIC
Residing in _____ County

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

Reviewed as to form and compatibility with
the laws of the State of Utah

By: _____
Deputy Clerk/Auditor

COUNTY ATTORNEY