CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, October 7, 2014 7:00 p.m.

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **City Council Meeting on Tuesday, October 7, 2014, beginning at 7:00 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting and anyone is invited to attend.

COUNCIL MEETING

1. Call to Order, Invocation given by C. Geddes and Pledge led by C. Crawley
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

CONSENT AGENDA

4. Minutes from the September 16, 2014 City Council Meeting

CITY REPORTS AND BUSINESS

5. City Manager
6. Mayor and Council

SCHEDULED ITEMS

7. Review/Action on a Resolution Authorizing the $4,633,000 Utility Revenue Refunding Bonds, Series 2014 to Refund the City's Series 2006 Bonds at an Interest Rate Savings; Awarding and Confirming the Sale of the Series 2014 Bonds; Authorizing the Execution of a Fifth Supplemental Indenture of Trust, and Other Documents Required in Connection Therewith; and Related Matters
8. Discussion on an Amended Interlocal Agreement for the Lone Peak Public Safety District, Related to Notice of Time Period to Leave the District
9. Discussion on Continuing Participation with the Utah Valley Dispatch Special Service District
10. Review/Action on the Final Plan for the Cedar Hills Retail Center by Amsource, located at 4800 West Cedar Hills Drive in the SC-1 Commercial Zone
11. Discussion with Blu Line Designs for a Development in the SC-1 Commercial Zone, located at approximately 4600 West and Cedar Hills Drive

ADJOURNMENT

12. Adjourn

Posted this 3rd day of October, 2014 /s/ Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the city's website 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 801-785-9668 at least 48 hours in advance of the meeting.
- An Executive Session may be called to order pursuant to Utah State Code 54-4-204 & 54-4-205.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	10/7/2014

City Council
Agenda Item

SUBJECT:	Resolution Authorizing the 2014 Utility Revenue Refunding Bonds
APPLICANT PRESENTATION:	Marc Edminster, Lewis Young
STAFF PRESENTATION:	Charl Louw, Finance Director

BACKGROUND AND FINDINGS:

Following City Council direction, Marc Edminster with Lewis Young Robertson & Burningham approached the bond market in multiple ways including direct placement and competitive sale, to receive offers to refund and refinance the Series 2006 Utility Revenue Bonds.

An offer has been received from JP Morgan Chase Bank that our financial advisor Marc Edminster feels is a very competitive offer. Based on that submission, the team that was prepared to travel to San Francisco to present our bond offer to a ratings group and insurance group cancelled the travel plans and appointments.

The JP Morgan Chase Bank offer is attached and a resolution authorizing the Utility Revenue Refunding Bonds will be presented. Mr. Edminster will outline the cost savings due to the refunding and refinancing of the series 2006 Bonds.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

JP Morgan Chase Bank Offer, Resolution authorizing the 2014 Utility Revenue Refunding Bonds

RECOMMENDATION:

Staff recommends that the City Council review the presented offer, and approve the resolution authorizing the utility revenue refunding bonds and other necessary actions.

MOTION:

To approve/not approve Resolution _____, a Resolution authorizing the $4,633,000 Utility Revenue Refunding Bonds, Series 2014 to Refund the City's Series 2006 Bonds at an Interest Rate Savings, and Awarding and Confirming the Sale of the Series 2014 Bonds; Authorizing the Execution of a Fifth Supplemental Indenture of Trust, and Other Documents Required in Connection Therewith; and Related Matters.

LYRB

BID RESPONSE FORM

TO: Interested purchasers of the City of Cedar Hills, Utah Utility Revenue Refunding Bonds, Series 2014

FROM: Marc R. Edminster, Vice President
Lewis Young Robertson & Burningham, Inc
41 N. Rio Grande, Suite 101
Salt Lake City, Utah 84101
Phone: (801) 596-0700
Fax: (801) 596-2800
E-mail: marc@lewisyoung.com

mailto:

DATE: September 5, 2014

SUBJECT: Solicitation of purchase offers for the following bond:

$4,636,000*
City of Cedar Hills, Utah
Utility Revenue Refunding Bonds, Series 2014

Bids are being solicited for purchase of the Utility Revenue Refunding Bonds, Series 2014 (the "Bonds") to be issued by the City of Cedar Hills, Utah (the "Issuer") in the anticipated principal amount of $4,636,000*, which will be used to refund certain outstanding Bond issues of the Issuer as more fully described in the accompanying Term Sheet.

To submit a purchase offer for the Bonds, please provide Lewis Young Robertson & Burningham, Inc. (LYRB), financial advisor to the Issuer, with the bid information requested below:

Anticipated Bond Closing Date:	**October 10, 2014**
Anticipated Final maturity Date:	**March 1, 2031**

* Preliminary estimate, subject to change. Not to exceed $5,250,000 per the Parameters Resolution adopted by the City Council of the Issuer on September 2, 2014

REQUIRED BID INFORMATION	
Proposed interest rate(s) that will be applied to each maturity (2015-2039). If interest rate(s) will be subject to reset during the term of the Bonds, please provide all terms and conditions associated with the variable interest rate (attach separate rate bid sheet if necessary): Please note that if you are unable to provide a rate or rates extending out to 2031, please feel free to submit a rates schedule for the maximum maturity you would be willing to purchase as the City may, depending on the savings from the refunding, be willing to consider a shorter final maturity date.	**Interest Rate(s):** **Year / Rate / Year / Rate** **2015 2.68 % 2024 2.68 %** **2016 2.68 % 2025 2.68 %** **2017 2.68 % 2026 2.68 %** **2018 2.68 % 2027 2.68 %** **2019 2.68 % 2028 2.68 %** **2020 2.68 % 2029 2.68 %** **2021 2.68 % 2030 2.68 %** **2022 2.68 % 2031 2.68%** **2023 2.68 % - -**
Costs and fees (if any) associated with the issuance of the Bonds which you will require the Issuer to pay:	See Addendum
Early redemption requirements or provisions:	See Addendum
Debt Service Reserve requirement (if any):	See Addendum
Other requirements and/or conditions for purchasing the Bonds: (attach separate sheet if necessary):	See Addendum

Name and address of Responding Institution: JPMorgan Chase Bank N.A.
2910 Washington Blvd 2nd Fl
Ogden, Utah 84401

Primary Contact Name: Steve Gleason
Telephone Number: 801-605-2662 Office
801-391-8811 Cell
E-mail address: steve.gleason@chase.com

Signature_____ Date: September 24, 2014

Purchaser selection will be determined by the Elected Officials and Staff of the Issuer with advice from LYRB. ***Responses are due by 1:00 p.m. (Salt Lake City time) on September 25, 2014.*** All financing logistics, legal and Issuer contact will be coordinated through Lewis Young Robertson & Burningham, Inc. as Financial Advisor to the Issuer. Electronic responses sent to LYRB are acceptable but must include an original signature. We advise you to include an electronic delivery receipt and a read receipt for all bids submitted via e-mail.

All questions regarding this bid solicitation should be directed to Marc R. Edminster at Lewis Young Robertson & Burningham, Inc. Mr. Edminster can be reached at 801-596-0700 or by e-mail at marc@lewisyoung.com.

It is anticipated that the selection of the purchaser will be made on or about September 26, 2014 and the closing on the Bonds will take place on or about October 10, 2014. The Issuer has appointed Eric Johnson of Blaisdell, Church and Johnson PC as legal counsel in all matters concerning the issuance of the Bonds.

$4,633,000

CITY OF CEDAR HILLS,
UTAH COUNTY, UTAH
UTILITY REVENUE REFUNDING BONDS, SERIES 2014

Bond Purchase Contract

March 7, 2014

City of Cedar Hills
10246 N. Canyon Road
Cedar Hills, UT 84062

The undersigned, JP Morgan Chase Bank, N.A. (the "Purchaser"), offers to purchase from the City of Cedar Hills, Utah County, Utah (the "Issuer"), all (but not less than all) of the $4,633,000 Utility Revenue Refunding Bonds, Series 2014 of the Issuer (the "Bonds"), with delivery and payment at the offices of Blaisdell, Church & Johnson, LLC in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Contract (the "Purchase Contract") on or before 11:59 p.m., Utah time, on the date hereof.

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

2. You represent and covenant to the Purchaser that (a) you have and will have at the Closing the power and authority to enter into and perform this Purchase Contract, to adopt the Resolution dated March 7, 2014 (the "Resolution"), authorizing a General Indenture dated as of February 1, 2006 as supplemented by a Fifth Supplemental Indenture dated as of October 1, 2014 between the Issuer and U.S. Bank National Association, as Trustee (collectively the "Indenture") and to deliver and sell the Bonds to the Purchaser, (b) this Purchase Contract and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject, (c) no governmental approval or authorization in addition to the Resolution and Indenture and other actions previously taken by the Issuer is required in connection with the sale of the Bonds to the Purchaser, (d) this Purchase Contract and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors'

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

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

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

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

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

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

(iii) A certificate dated as of the closing date from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in the Issuer's audited financials are true and accurate and do not contain any materially misleading statements or omit any information the exclusion of which would be materially misleading;

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

(v) The approving opinion of Blaisdell, Church & Johnson, LLC, Bond Counsel, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the

excludability of interest on the Bonds from gross income of the holders thereof for federal income tax purposes;

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

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

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

Sincerely,

JP MORGAN CHASE BANK, N.A.

By_____

Its_____

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

_____
Mayor

Attest and Countersign:

_____
City Recorder

[SEAL]

EXHIBIT "A"

DESCRIPTION OF BONDS

1. Issue Size: $4,633,000
2. Purchase Price: $4,633,000.00
3. Purchaser's Fee: $0
4. Accrued Interest: $0
5. Principal Payment Date: March 1 beginning March 1, 2015
6. Interest Payment Date: March 1, and September 1, beginning March 1, 2015
7. Interest Rates: (see below)
8. Maturity Dates: (see below)
9. Dated Date: October 29, 2014
10. Form: Registered Bonds
11. Closing Date: October 29, 2014
12. Redemption: The Bonds are not subject to optional redemption but are subject to mandatory sinking fund redemption as described in the Fifth Supplemental Indenture

Mandatory Sinking Fund Redemption Date	Principal Amount
March 1, 2015	$25,000
March 1, 2016	40,000
March 1, 2017	251,000
March 1, 2018	255,000
March 1, 2019	268,000
March 1, 2020	275,000
March 1, 2021	282,000
March 1, 2022	288,000
March 1, 2023	294,000
March 1, 2024	305,000
March 1, 2025	311,000
March 1, 2026	321,000
March 1, 2027	325,000
March 1, 2028	335,000
March 1, 2029	343,000
March 1, 2030	351,000
March 1, 2031†	364,000

†Final Maturity

Upon redemption of any Series 2014 Bonds maturing on March 1, 2031, other than by application of such Mandatory Sinking Fund Redemption, an amount equal to the

principal amount so redeemed will be credited toward a part or all of any one or more of such Mandatory Sinking Fund Redemption amounts for the Series 2014 Bonds maturing on March 1, 2031, in such order as may be directed by the Issuer.

CITY OF CEDAR HILLS, UTAH
UTILITY REVENUE REFUNDING BONDS, SERIES 2014
AUTHORIZING RESOLUTION
OCTOBER 7, 2014

RESOLUTION NO. 10-7-2014__

A RESOLUTION AUTHORIZING THE $4,633,000 UTILITY REVENUE REFUNDING BONDS, SERIES 2014 (THE "SERIES 2014 BONDS") TO REFUND THE CITY'S 2006 BONDS AT AN INTEREST RATE SAVINGS; AWARDING AND CONFIRMING THE SALE OF THE SERIES 2014 BONDS; AUTHORIZING THE EXECUTION OF A FIFTH SUPPLEMENTAL INDENTURE OF TRUST, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City of Cedar Hills, Utah County, Utah (the "Issuer") desires (i) to retire and refinance its Utility Revenue and Refunding Bonds, Series 2006 maturing after March 1, 2016 issued to finance the pressurized irrigation facilities (the "Project") (the Project, the culinary water facilities, secondary irrigation water facilities, and sewer facilities of the Issuer being referred to collectively herein as the "System") and (ii) to pay the costs associated with said financing; and

WHEREAS, in order to accomplish the purposes set forth in the preceding recital, the Issuer desires to issue its Utility Revenue Refunding Bonds, Series 2014 in the aggregate principal amount of $4,633,000 (the "Series 2014 Bonds") pursuant to this Resolution, a General Indenture of Trust dated as of February 1, 2006, between the Issuer and U.S. Bank National Association as Trustee (the "Trustee"), attached hereto as Exhibit "B" (the "General Indenture"), and the Fifth Supplemental Indenture of Trust dated as of October 1, 2014 between the Issuer and the Trustee, in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit "C" (the "Fifth Supplemental Indenture"); and

WHEREAS, the JPMorgan Chase Bank, N.A. (the "Purchaser") has offered to purchase the Issuer's Series 2014 Bonds in the total principal amount of $4,633,000 at the interest rate or rates set forth herein; and

WHEREAS, the Issuer desires to accept the offer of the Purchaser and to confirm the sale of the Series 2014 Bonds to the Purchaser pursuant to a Bond Purchase Contract as authorized herein; and

WHEREAS, the Series 2014 Bonds shall be payable solely from the Net Revenues and other moneys pledged therefor in the General Indenture and the Fifth Supplemental Indenture (collectively, the "Indenture"), and shall not constitute or give

rise to a general obligation or liability of the Issuer or constitute a charge against its general credit or taxing powers:

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

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

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution), by the Council and by the officers of the Issuer directed toward the issuance and sale of the Series 2014 Bonds, are hereby ratified, approved and confirmed.

Section 3. The Fifth Supplemental Indenture attached hereto as Exhibit "C" is in all respects hereby authorized and approved, and the Mayor and City Recorder are hereby authorized and directed to execute and deliver the same on behalf of the Issuer.

Section 4. For the purposes set forth in the Fifth Supplemental Indenture the Issuer hereby authorizes the issuance of the Series 2014 Bonds which shall be designated "City of Cedar Hills, Utah County, Utah Utility Revenue Refunding Bonds, Series 2014".

Section 5. The Issuer hereby authorizes the issuance of the Series 2014 Bonds in the aggregate principal amount of $4,633,000. The Series 2014 Bonds shall bear interest, shall be dated, shall be issued as fully registered Bonds, and shall mature as provided in the Fifth Supplemental Indenture.

Section 6. The form, terms and provisions of the Series 2014 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Indenture. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2014 Bonds and to deliver said Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2014 Bonds in accordance with the provisions of the Indenture.

Section 8. The Series 2014 Bonds shall be sold to the Purchaser in accordance the attached Bond Purchase Contract presented to the Issuer. Said Bond Purchase Contract in the form attached hereto as Exhibit D is hereby authorized and approved and the Mayor and City Recorder are hereby authorized to execute said Bond Purchase Contract on behalf of the Issuer.

Section 9. Upon their issuance, the Series 2014 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2014 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Bond Purchase Contract, the Series 2014 Bonds, or any other instrument,

shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 10. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers, including an irrevocable escrow agreement and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 11. After the Series 2014 Bonds are delivered by the Trustee to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2014 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 12. For purposes of and in accordance with Section 265 of the Code, the Issuer hereby designates the Series 2014 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C) (ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2014 will not exceed $10,000,000. For purposes of this Section, "aggregated issuer" means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer and all aggregated issuers for the calendar year 2014 does not exceed $10,000,000.

Section 13. The forms of General Indenture, Fifth Supplemental Indenture, and Bond Purchase Contract (as defined herein) authorized and approved hereby are authorized and approved with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Mayor, whose execution thereof on behalf of the Issuer shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

Section 14. In accordance with the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated, 1953, as amended, the Issuer has designated the Deseret News as the official newspaper of the Issuer authorized to publish legal notices for the Issuer, and in accordance with Title 11, Chapter 27, Utah Code Annotated, 1953, as amended, the City Recorder has caused a "Notice of Bonds to be

Issued" to be published one time in the Deseret News, a newspaper having general circulation in the Issuer and has caused a copy of a Parameters Resolution (together with all exhibits hereto) to be kept on file in the office of the City Recorder of the Issuer for public examination during regular business hours for at least thirty (30) days from and after the publication thereof.

Section 15. It is hereby declared that all parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.

Section 16. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 17. The City Recorder is directed to complete the attached Record of Proceedings.

Section 18. This Resolution shall take effect immediately upon its approval and adoption.

PASSED, APPROVED AND ADOPTED this October 7, 2014.

_____
Mayor

ATTEST:

_____
City Recorder

(SEAL)

EXHIBIT "A"

RECORD OF PROCEEDINGS

The City Council (the "Council") of the City of Cedar Hills, Utah County, Utah (the "Issuer"), met in public session at the regular meeting place of the Council at 10246 N. Canyon Road in Cedar Hills, Utah, on October 7, 2014, at the hour of 7:00 p.m., or as soon thereafter as feasible, with the following members of the Council being present:

Gary Gygi	Mayor
Jenney Rees	Councilmember
Trent Augustus	Councilmember
Daniel Zappala	Councilmember
Rob Crawley	Councilmember
Mike Geddes	Councilmember

Also present:

David Bunker	City Manager/Engineer
Colleen Mulvey	City Recorder

Absent:

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

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

YEA:

NAY:

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

CERTIFICATE OF CITY RECORDER

I, Kim Holindrake, the duly appointed and qualified City Recorder of the City of Cedar Hills, Utah County, Utah (the "Issuer"), do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the City Council at a regular meeting duly held on October 7, 2014 (the "Meeting"). The Meeting was called and noticed as required by law as is evidenced by the attached Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on October 7, 2014 and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this October 7, 2014.

(SEAL)

_____
City Recorder

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Colleen Mulvey, the undersigned City Recorder of City of Cedar Hills, Utah County, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the October 7, 2014 public meeting, held by the Issuer as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1 (the "Meeting Notice"), to be posted at the Issuer's principal offices, at least twenty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 7, 2014.

_____
City Recorder

(SEAL)

[Attach Schedule 1, Meeting Notice and proof of posting on Public Notice Website]

EXHIBIT "B"

GENERAL INDENTURE OF TRUST

(See Transcript Document No. __)

EXHIBIT "C"

FIFTH SUPPLEMENTAL INDENTURE OF TRUST

(See Transcript Document No. __)

EXHIBIT D

BOND PURCHASE CONTRACT

(See Transcript Document No. __)

FIFTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of October 1, 2014

by and between

CITY OF CEDAR HILLS, UTAH COUNTY, UTAH

and

U.S. Bank National Association
as Trustee

and supplementing

General Indenture of Trust

Dated as of February 1, 2006

FIFTH SUPPLEMENTAL INDENTURE OF TRUST

This Fifth Supplemental Indenture of Trust, dated as of October 1, 2014, by and between the City of Cedar Hills, Utah County, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and U.S. Bank National Association, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

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

WHEREAS, the Issuer desires to issue its Series 2014 Bonds herein defined to (i) refinance at an interest rate savings the Issuer's outstanding Utility Revenue and Refunding Bonds, Series 2006, and (ii) pay issuance expenses to be incurred in connection with the issuance and sale of the Series 2014 Bonds; and

WHEREAS, the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, authorizes the refinancing and refunding of non-voted revenue bonds payable from the revenues of cities, towns or counties; and

WHEREAS, based upon the information available to the Issuer, the Net Revenues (as defined in the Indenture) will produce sufficient funds to pay the debt service on the Series 2014 Bonds and all outstanding utility revenue bonds; and

WHEREAS, the Issuer has determined that it is in the best interests of the citizens of the Issuer to issue the Series 2014 Bonds to finance the costs of the Project; and

WHEREAS, J.P. Morgan Chase Bank, N.A. (the "Purchaser") has agreed to purchase the Series 2014 Bonds; and

WHEREAS, the Series 2014 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this Fifth Supplemental Indenture (the "Fifth Supplemental Indenture", collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2014 Bonds and of this Fifth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2014 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Fifth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Bonds, including the Series 2014 Bonds, and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered

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

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

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

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

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

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

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

""Escrow Agreement" means the irrevocable escrow agreement between the Trustee and the Issuer dated as of October 1, 2014, into which sufficient funds will be placed to defease the Series 2006 Bonds maturing on or before March 1, 2016.

"Outstanding Bonds" means the Issuer's Utility Revenue Bonds, Series 2007 and the Issuer's Utility Revenue Refunding Bonds, Series 2013.

"Project" means the acquisition and construction of utility improvements, initially constructed with the proceeds of the Refunded Bonds.

"Purchaser" means J.P. Morgan Chase Bank, N.A., or any successor agency thereof.

"Refunded Bonds" means the Issuer's outstanding Utility Revenue and Refunding Bonds, Series 2006 maturing after March 1, 2016.

"Register" means the record of ownership of the Series 2014 Bonds maintained by the Registrar.

"Series 2014 Bonds" means the Issuer's $4,633,000 Utility Revenue Refunding Bonds, Series 2014, herein authorized.

"Series 2014 Construction Subaccount" means the subaccount established within the Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2014 Bonds shall be deposited as provided herein

ARTICLE II

ISSUANCE OF THE SERIES 2014 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2014 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to finance (i) at an interest rate savings the Refunded Bonds, and (ii) the costs of issuance of the Series 2014 Bonds. The Series 2014 Bonds shall be limited to $4,633,000 in aggregate principal amount. The Series 2014 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2014 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Utility Revenue Refunding Bonds, Series 2014".

The Series 2014 Bonds are issued on parity with the Issuer's Outstanding Bonds (as defined in the Indenture) such that the Series 2014 Bonds and the Outstanding Bonds are equally and ratably secured by a pledge of and lien on the Net Revenues of the Issuer's System.

Section 2.2 Date and Maturities. The Series 2014 Bonds shall be dated as of the initial date of delivery, and shall mature on March 1 in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their dated date or unless, as shown by the records of the Trustee, interest on the Series 2014 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their dated date, payable on March 1, and September 1, beginning March 1, 2015, at the rates per annum as set forth below:

Maturity Date (March 1)	Principal Amount	Interest Rate
2031	$4,633,000	2.68%

The interest on Series 2014 Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Regular Record Date for such interest, which shall be fifteen days (whether or not a business day) immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Series 2014 Bonds on such Regular Record Date, and may be paid to the registered owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such registered owner not less than ten days prior to such Special Record Date. The principal of and interest on the Series 2014 Bonds shall be

paid by check or draft mailed on each Interest Payment Date to the Holder of each of the Series 2014 Bonds as the name and address of such Holder appears on the Record Date in the Register. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2014 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2014 Bonds and to have imprinted, stamped or otherwise placed on the Series 2014 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2014 Bonds upon receipt of payment for the Series 2014 Bonds.

Section 2.4 Designation of Registrar. The Trustee is hereby designated as Registrar for the Series 2014 Bonds, which approval shall be evidenced by a written acceptance from the Registrar.

Section 2.5 Designation of Paying Agent. The Trustee is hereby designated as Paying Agent for the Series 2014 Bonds, which approval shall be evidenced by a written acceptance from the Paying Agent

Section 2.6 Limited Obligation. The Series 2014 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2014 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof). The Series 2014 Bonds are not general obligations of the Issuer or State of Utah or any agency, instrumentality, or political subdivision thereof.

Section 2.7 Redemption.

Optional Redemption. The Bonds are not subject to options redemption.

Mandatory Redemption. The Series 2014 Bonds maturing on March 1, 2031, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date	Principal Amount
March 1, 2015	$25,000
March 1, 2016	40,000
March 1, 2017	251,000
March 1, 2018	255,000
March 1, 2019	268,000
March 1, 2020	275,000
March 1, 2021	282,000
March 1, 2022	288,000
March 1, 2023	294,000
March 1, 2024	305,000
March 1, 2025	311,000
March 1, 2026	321,000
March 1, 2027	325,000
March 1, 2028	335,000
March 1, 2029	343,000
March 1, 2030	351,000
March 1, 2031†	364,000

†Final Maturity

Upon redemption of any Series 2014 Bonds maturing on March 1, 2031, other than by application of such Mandatory Sinking Fund Redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such Mandatory Sinking Fund Redemption amounts for the Series 2014 Bonds maturing on March 1, 2031, in such order as may be directed by the Issuer.

ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2014 Bonds. The Issuer shall deposit with the Trustee $4,597,048.61 of the proceeds from the sale of the Series 2014 Bonds and the Trustee shall deposit such proceeds into an irrevocable escrow to retire and refund the Refunded Bonds held by the Trustee under the General Indenture and the balance of the proceeds shall be used to pay costs of issuance.

Section 3.2 Disbursements from Series 2014 Construction Subaccount. Disbursements of moneys in the Series 2014 Construction Subaccount shall be made as follows: Upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form of Exhibit "B" attached hereto the Trustee will disburse from the Series 2014 Construction Subaccount to the parties identified on the Cost of Issuance Disbursement Request in the amounts identified therein.

Section 3.3 Debt Service Reserve Fund. No Debt Service Reserve Requirement is required or established with respect to the Series 2014 Bonds.

Section 3.4 Series 2014 Bonds as Additional Bonds. The Series 2014 Bonds are issued as Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2014 Bonds.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

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

ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2014 Bonds. The sale of the Series 2014 Bonds to the Purchaser at a price of $4,633,000 without a discount for a net purchase price of $4,633,000, is hereby ratified, confirmed and approved consistent with the Bond Purchase Contract attached hereto as Exhibit C, which is hereby approved.

Section 5.2 Additional Covenants With Respect to Series 2014 Bonds. The Issuer hereby covenants and agrees with each and every holder of the Series 2014 Bonds issued hereunder the following:

To the extent permitted by law, the Issuer waives and agrees not to claim sovereign immunity in suits or judicial proceedings involving the Purchaser with respect to the Series 2014 Bonds.

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

CITY OF CEDAR HILLS, UTAH COUNTY, UTAH

By: _____
Mayor

(SEAL)

Countersigned:

_____
City Recorder

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: _____

Title: _____

EXHIBIT "A-1"

(FORM OF SERIES 2014 BOND)

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF UTAH

CITY OF CEDAR HILLS

UTILITY REVENUE REFUNDING BOND
SERIES 2014

Number R - _____ $_____

Interest Rate	Maturity Date	Original Dated Date
2.68%	March 1, 2031	October 29, 2014

REGISTERED OWNER: _____

PRINCIPAL AMOUNT:

City of Cedar Hills, Utah County, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on or before the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable March 1, 2015, and semiannually thereafter on the 1st day of March and September of each succeeding year (each an "Interest Payment Date"), until said Principal Amount is paid. Principal shall be payable upon surrender of this Bond at the principal offices of U.S. Bank National Association, ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the "Record Date") at the address of such Registered Owner as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds in the aggregate principal amount of $4,633,000 of like tenor and effect, except as to date of maturity, numbered R-1 and

upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of February 1, 2006, and Fifth Supplemental Indenture of Trust by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (collectively the "Indenture") approved by a resolution adopted on October 7, 2014 (the "Bond Resolution"), to (i) refinance as an interest rate savings the Issuer's outstanding Utility Revenue Bonds, Series 2006 maturing after March 1, 2016, and (ii) pay issuance expenses to be incurred in connection with the issuance and sale of the Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "City of Cedar Hills, Utah County, Utah Utility Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Net Revenues as defined in and more fully described and provided in the Indenture.

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

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with this Bond, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

The Bonds are issued on parity with the Issuer's Outstanding Bonds, as defined in the Indenture, such that the Bonds and the Outstanding Bonds are equally and ratably secured by a pledge of and lien on the Net Revenues of the Issuer's System.

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

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

Interest on the initially issued Bonds and on all Bonds authenticated prior to March 1, 2015, shall accrue from the Original Dated Date specified above. Interest on the Bonds authenticated on or subsequent to March 1, 2015, shall accrue from the March 1 or September 1 next preceding their date of authentication, or if authenticated on March 1, or September 1 as of that date; provided, however, that if interest on the Bonds shall be in default, interest on the Bonds issued in exchange for Bonds surrendered for transfer or

exchange shall be payable from the date to which interest has been paid in full on the Bonds surrendered.

Optional Redemption. The Bonds are not subject to optional redemption.

Mandatory Redemption. The Series 2014 Bonds maturing on March 1, 2031, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date	Principal Amount
March 1, 2015	$25,000
March 1, 2016	40,000
March 1, 2017	251,000
March 1, 2018	255,000
March 1, 2019	268,000
March 1, 2020	275,000
March 1, 2021	282,000
March 1, 2022	288,000
March 1, 2023	294,000
March 1, 2024	305,000
March 1, 2025	311,000
March 1, 2026	321,000
March 1, 2027	325,000
March 1, 2028	335,000
March 1, 2029	343,000
March 1, 2030	351,000
March 1, 2031†	364,000

†Final Maturity

Upon redemption of any Series 2014 Bonds maturing on March 1, 2031, other than by application of such Mandatory Sinking Fund Redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such Mandatory Sinking Fund Redemption amounts for the Series 2014 Bonds maturing on March 1, 2031, in such order as may be directed by the Issuer.

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

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

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

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

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Net Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its seal or a facsimile thereof.

(Facsimile or manual signature)
Mayor

Countersigned:

(Facsimile or manual signature)
City Recorder

(S E A L)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Utility Revenue and Refunding Bonds, Series 2014 of the City of Cedar Hills, Utah County, Utah.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:_____(Manual Signature)_____
Authorized Officer

Date of Authentication: _____

(Assignment)

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

_____

(Tax Identification or Social Security No. _____)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

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

Signature Guaranteed:

_____

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

EXHIBIT "B"

COST OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank, N.A.
170 South Main Street, Suite 200
Salt Lake City, Utah 84101

Pursuant to Section 3.2 of the Fifth Supplemental Indenture of Trust dated as of October 1, 2014, you are hereby authorized to pay to the following costs of issuance from the Series 2014 Construction Subaccount:

(See Attached Schedule)

By:_____
Mayor

CITY OF CEDAR HILLS, UTAH COUNTY, UTAH

Costs of Issuance

Payee	Purpose	Amount
ETJLaw, Inc.	Bond Counsel	
U.S. Bank, N.A.	Trustee	
City of Cedar Hills	Misc. Reimbursement	
Lewis Young Robertson & Burningham, Inc.	Financial Advisor	
TOTAL		

EXHIBIT "C"

BOND PURCHASE CONTRACT

(See Transcript Document No. __)

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	10/7/2014

City Council
Agenda Item

SUBJECT:	Proposed Amendment to the Interlocal Agreement with LPSSD
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker City Manager

BACKGROUND AND FINDINGS:

Lone Peak Public Safety District has proposed an amendment to contract item #8, Term of Agreement" as part of the Interlocal Agreement.

The proposed amendment would include a provision that members of the Safety District provide a 48 month notice prior to withdrawal from the District. The previous notice requirements included a 12 month notice.

It is anticipated that the additional period for notice of withdrawal will add stability to the District and aide the Fire Chief with proper management of District resources and personnel.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Proposed Amendment to "8. Term Of Agreement".

RECOMMENDATION:

Staff recommends that the City Council review the proposed amendment and direct City representative on the LPPSD board as to the intentions of the City with regards to the proposed change.

MOTION:

Discussion Item only. The City Council should discuss the proposed amendment to the Interlocal Agreement with Lone Peak Public Safety District, and give direction to the City representatives on the LPPSD board regarding the position of the City in regards to the proposed change.

PROPOSED AMENDMENT TO "8. TERM OF AGREEMENT"
LONE PONE PEAK PSD
AMENDED INTERLOCAL AGREEMENT

(September 10, 2014)

Purpose: The purpose of this proposed amendment to the Lone Peak PSD Amended Interlocal Agreement is to bring more stability to the Lone Peak PSD structure by lengthening the notice of intent to withdraw period from twelve (12) months to forty-eight (48) months. This would mean that instead of one of the cities being able to give a one year notice of intent to withdraw that they would have to give a four year notice of intent to withdraw. The idea is that it gives the Police and Fire Departments, particularly the Fire Department, more stability to plan for longer range activities and to recruit police officers and fire/EMT officers. Present fire/EMT officers are faced with the prospect that on notice from any city that a third to a half of the fire/EMT positions would be eliminated in one year's time. This proposed amendment to the Interlocal Agreement would address this issue.

Present Agreement:

8. Term of Agreement. This Agreement shall in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provided that notice of intent to withdraw has been given in writing to the other Cities at least twelve (12) months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

Proposed Change To The Agreement:

8. Term of Agreement. This Agreement shall be in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provide that notice of intent to withdraw has been given in writing to the other Cities at least ~~twelve (12)~~ ***fourty-eight (48)*** months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

Proposed New Agreement:

8. Term of Agreement. This Agreement shall in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provided that notice of intent to withdraw has been given in writing to the other Cities at least forty-eight (48) months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	10/7/2014

City Council
Agenda Item

SUBJECT:	Discussion on Participation with UVDSSD
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker, City Manager

BACKGROUND AND FINDINGS:

A discussion was held at the most recent Lone Peak Public Safety District meeting centered around continued participation with the Utah Valley Dispatch Special Service District (UVDSSD). As a member of LPPSD, we have a voice in the direction the District takes with regards to dispatch services. UVSSD is considering constructing a new facility to improve service to members of their organization. The new facility is proposed to be financed with existing funds of approximately $1.5M and additional charges to member cities. The City of Cedar Hills would have an associated expected cash contribution of $62,279.00. This amount may be paid in two equal parts: first half in FY 2015, and the second half in FY 2016.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

Not known at this time.

SUPPORTING DOCUMENTS:

N/A

RECOMMENDATION:

It is recommended that the City Council discuss the merits of continued participation with UVDSSD including the financial obligations associated with participation in the construction of a new dispatch facility.

MOTION:

No motion necessary, discussion item only.

UVDSSD Facility Cost Assessments

CITY/COUNTY	FY 2015 FEE PERCENTAGE	CASH	12-Year Bond	Annual Payment	20-Year Bond	Annual Payment
Alpine	2.72%	$95,074	$111,500	$9,292	$146,834	$7,342
American Fork	15.01%	$525,455	$616,237	$51,353	$811,524	$40,576
Cedar Fort	0.20%	$7,151	$8,387	$699	$11,045	$552
Cedar Hills	1.78%	$62,279	$73,039	$6,087	$96,185	$4,809
Eagle Mountain	5.75%	$201,118	$235,865	$19,655	$310,611	$15,531
Elk Ridge	0.46%	$16,203	$19,003	$1,584	$25,025	$1,251
Fairfield	0.10%	$3,472	$4,072	$339	$5,363	$268
Genola	0.30%	$10,541	$12,362	$1,030	$16,280	$814
Goshen	0.27%	$9,546	$11,195	$933	$14,743	$737
Highland	5.61%	$196,397	$230,329	$19,194	$303,321	$15,166
Lehi	17.39%	$608,772	$713,949	$59,496	$940,201	$47,010
Payson	8.11%	$283,939	$332,995	$27,750	$438,522	$21,926
Salem	2.34%	$81,759	$95,884	$7,990	$126,270	$6,314
Santaquin	3.49%	$122,157	$143,262	$11,939	$188,662	$9,433
Saratoga Springs	7.05%	$246,874	$289,526	$24,127	$381,277	$19,064
Spanish Fork	12.12%	$424,340	$497,653	$41,471	$655,360	$32,768
Utah County	16.82%	$588,830	$690,562	$57,547	$909,403	$45,470
Vineyard	0.24%	$8,294	$9,727	$811	$12,809	$640
Woodland Hills	0.22%	$7,798	$9,146	$762	$12,044	$602
	100%	$3,500,000	$4,104,693	$342,058	$5,405,478	$270,274

CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	10/7/2014

City Council
Agenda Item

SUBJECT:	Final approval for AFCU and Amsource, 4800 W Cedar Hills Drive
APPLICANT PRESENTATION:	Bill Gaskill
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager/City Planner

BACKGROUND AND FINDINGS:

Amsource has submitted their designs for the property located at 4800 W and Cedar Hills Drive for final approval. This project consists of an American First Credit Union located on the corner with two additional buildings that will be available for retail shops. Planning Commission has given their final recommendation for the site, subject to changes that have been made in the Development Agreement and final engineering to meet City Design standards.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Plans for AFCU, Plans for Amsource, Plat map, traffic analysis, storm water analysis, soils report, lighting reports, and proposed development agreement.

RECOMMENDATION:

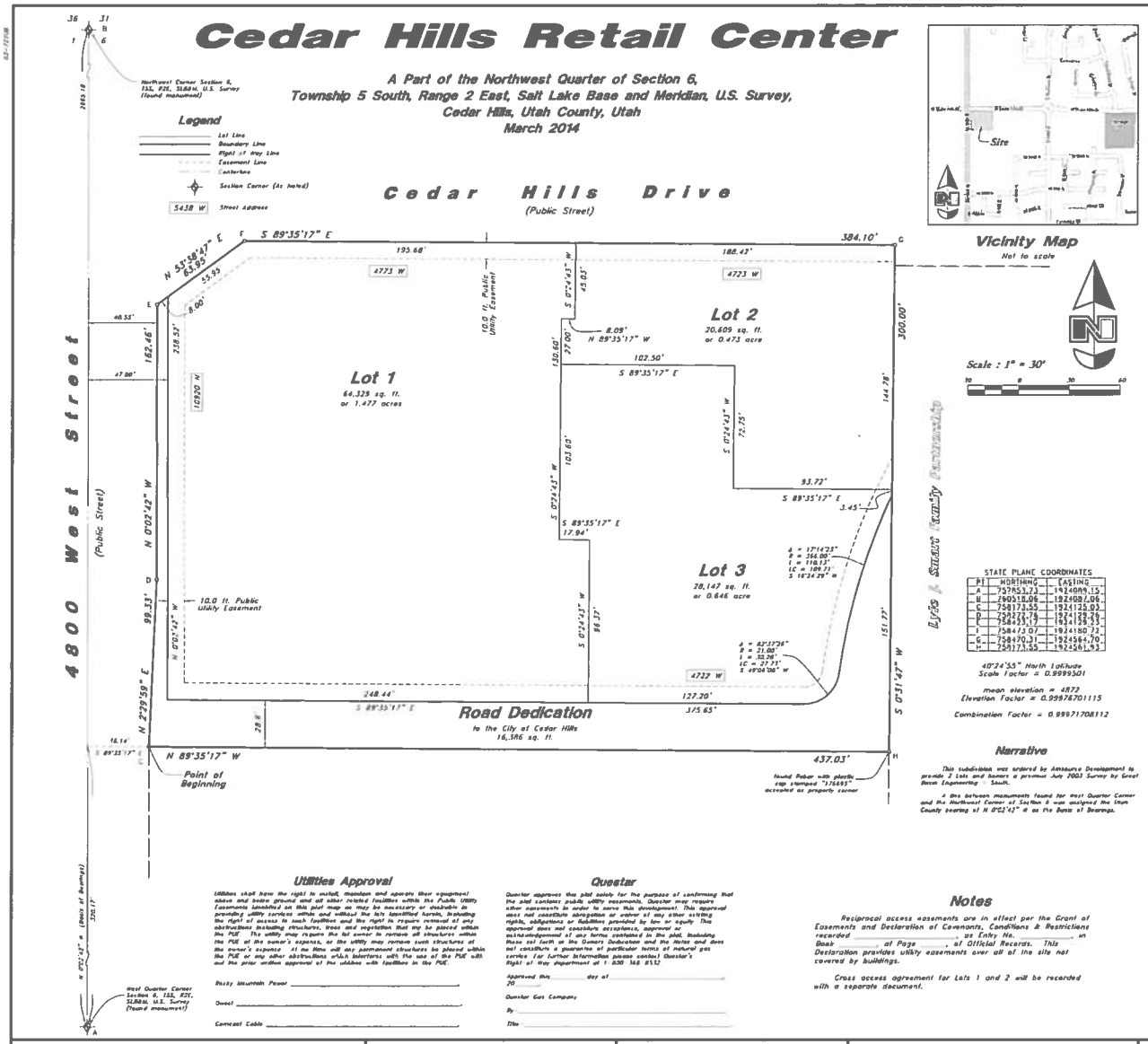
Staff recommends that the City Council review the submission documents and be prepared to give feedback on the AFCU and Amsource sites.

MOTION:

To approve/not approve the final plan with associated plans for the Cedar Hills Retail Center subject to: execution of development agreement, final engineering, water right submission, etc.

Cedar Hills Retail Center

A Part of the Northwest Quarter of Section 6,
Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey,
Cedar Hills, Utah County, Utah
March 2014



Vicinity Map
Not to scale

Scale : 1" = 30'

STATE PLANE COORDINATES		
PT	NORTHING	EASTING
A	757853.73	1924089.15
B	760518.06	1924087.06
C	758173.55	1924125.03
D	759272.76	1924129.26
E	758453.17	1924128.23
F	758473.07	1924180.72
G	758470.31	1924564.70
H	758173.55	1924561.93

40°24'55" North Latitude
Scale Factor = 0.9999501

mean elevation = 4872
Elevation Factor = 0.99976701115

Combination Factor = 0.99971708112

Narrative

This subdivision was ordered by Amsource Development to provide 2 Lots and homes a premier July 2003 Survey by Great Basin Engineering South.

A line between monuments found for west Quarter Corner and the Northwest Corner of Section 6 was analyzed the true County bearing of N 0°02'42" W as the Basis of Bearings.

Surveyor's Certificate

I, Bruce D. Pimper do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 362256 as prescribed under laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, streets, and easements and that the same is shown on this plat. I further certify that all lots have been correctly surveyed and staked on the ground, meet frontage width and area requirements of the applicable zoning ordinances.

Boundary Description

A part of the Southwest Quarter of the Northwest Quarter of Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, in Utah County, Utah.

Beginning at a point on the Easterly Line of 4800 West Street being 320.17 feet North 0°02'42" West along the Section Line and 36.14 feet South 89°35'17" East from the West Quarter Corner of Section 6, and running thence along said Easterly Line the following two courses: North 2°29'59" East 99.33 feet; and North 0°02'42" West 162.46 feet; thence North 53°38'47" East 63.85 feet to the Southerly Line of Cedar Hills Drive; thence South 89°35'17" East 384.10 feet along said Southerly Line; thence South 0°31'47" West 300.00 feet; thence North 89°35'17" West 437.03 feet to said Easterly Line of 4800 West Street and the point of beginning.

Contains 129,470 sq. ft.
or 2.972 acres
3 Lots

27 Aug, 2014
Date

Ken B. Hawkes
Utah PLS No. 176693
(See Seal Below)

Owner's Dedication

Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused the same to be subdivided into lots and streets to be hereafter known as

Cedar Hills Retail Center

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use or designated for "Dedication". The owner(s) warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation the street.

In witness whereof we have hereunto set our hands this_____, day of _____, A.D. 20___.

By:
Its:

By:
Its:

Acknowledgment

State of
County of } ss

On the _____ day of _____, 20__, personally appeared before me, the undersigned Notary Public, _____, who being by me duly sworn did say that _____ is the _____ of _____, and that said instrument was signed in behalf of said LC by a resolution of its members and acknowledged to me that said LC executed the same.

Residing at:
Commission Expires:

Print Name

A Notary Public

Acknowledgment

State of
County of } ss

On the _____ day of _____, 20__, personally appeared before me, the undersigned Notary Public, _____, who being by me duly sworn did say that _____ is the _____ of _____, and that said instrument was signed on behalf of said LLC by a resolution of its members and acknowledged to me that said LLC executed the same

Residing at:
Commission Expires:

Print Name

A Notary Public

Acceptance by Legislative Body

The Mayor of the City of Cedar Hills, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the Dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public. This_____, day of _____, A.D. 20___.

Mayor

Attest:
City Recorder
(See Seal Below)

Utilities Approval

Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified hereon, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the owner's expense, or the utility may remove such structures at the owner's expense. At no time will any permanent structures be placed within the PUE or any other obstructions which interferes with the use of the PUE will not the prior written approval of the utilities with facilities in the PUE.

Rocky Mountain Power _____

Qwest _____

Comcast Cable _____

Questar

Questar approves this plat solely for the purpose of confirming that the plat contains public utility easements. Questar may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth on the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's Right of Way department at 1 800 748 8532

Approved this_____ day of _____
20____

Questar Gas Company

By:

Title

Notes

Reciprocal access easements are in effect per the Grant of Easements and Declaration of Covenants, Conditions & Restrictions recorded _____ as Entry No. _____ on Book _____ of Page _____, of Official Records. This Declaration provides utility easements over all of the lots not covered by buildings.

Cross access agreement for Lots 1 and 2 will be recorded with a separate document.

Cedar Hills Retail Center

A Part of the Northwest Quarter of Section 6,
Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey,
Cedar Hills, Utah County, Utah

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521 8529 Abbington.com

Planning Commission Approval

Approved this ____ day of ____ A.D. 20____
by the Planning Commission.

Secretary, Planning Commission

Chairman, Planning Commission

Cedar Hills Engineer Approval

Approved this ____ day of ____ A.D. 20____
by the City Engineer.

City Engineer

Cedar Hills Attorney

Approved as to form this ____ day of ____ A.D. 20____
by the Cedar Hills Attorney

Cedar Hills Attorney

SURVEYORS SEAL

KEN B. HAWKES
176693
8-27-14

NOTARY PUBLIC SEAL

CITY ENGINEER SEAL

CLERK-RECORDER SEAL

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 Amsource Cedar Hills, LLC, a Utah limited liability company ("Developer") who intends, but is not obligated to, develop the real property legally described on Exhibit 1 attached hereto and incorporated herein by reference (the "Property"). The Agreement is legally effective when signed and dated by the Parties below ("the Effective Date"). The Agreement is for the development of the Cedar Hills Retail Center Subdivision.

1. Recitals

WHEREAS, Developer is the owner of the Property and desires to develop and operate an office and retail project thereon; and

WHEREAS, in March 2014, Developer representatives 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 described on the Site Plan attached hereto as Exhibit 2 (the "Project")

WHEREAS, Developer representatives have made application to City for approval to construct and operate an office and retail project 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 3 through __ (collectively the "Approval 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 as found in Section 3 of this agreement;

WHEREAS, the Cedar Hills City Council and Planning Commission have reviewed the traffic impact analysis submitted by Developer and others;

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

NOW, THEREFORE, in order for the Ordinance of Approval to be made effective and 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 Center Subdivision- the property indicated on Exhibit 9 Final Subdivision Plat as Lots ___.

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 Customary Business Practice - means Developer's Customary Business Practices
for its stores located in the Salt Lake City metropolitan area, uniformly applied, as the same may evolve from time to time.

2.7 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.

2.8 (omitted)

2.9 Design Guidelines- A abbreviation of "Guideline for the Design and Review of Planned Commercial Development Projects" included as an Exhibit

2.10 "Developer"- Amsource Cedar Hills, LLC.

2.11 ERU- Equivalent Residential Unit

2.12 Ll- The Percentile-Exceeded Sound Level Ll is the A-weighted sound level measuring 1 percent of the time.

2.13 LlO- The Percentile-Exceeded Sound Level LlO is the A-weighted sound level measuring 10 percent of the time.

2.14 L90- The Percentile-Exceeded Sound Level L90 is the A-weighted sound level measuring 90 percent of the time.

2.15 (omitted)

2.16 (omitted)

2.17 (omitted)

3. ExhibitsandAttachments

Exhibit 1
Exhibit 2
Exhibit 3 Final Site Plan
Exhibit 4 Final Grading and Drainage Plan Final Utility Plan
Exhibit 5 Final Site Lighting Plan
Exhibit 6 Final Erosion and Sedimentation Control Plan
Exhibit 7 Final Landscape Plan
Exhibit 8 Final Storm Drainage Analysis
Exhibit 9 Final Elevation Drawings
Exhibit 10 Final Subdivision Plat
Exhibit 11 Guidelines for the Design and Review of Planned Commercial Development Projects
Exhibit 12 Noise Impact Analysis by _____, dated _____
Exhibit 13 Form of Bond

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, all agreements entered into with Developer that will be recorded as Covenants, Conditions, and Restrictions, or similar document pertaining to and following the land.

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 The City acknowledges that the building placement detailed in the Approval Documents 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 side of the building (front and south) 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 & Maintenance**

6.1 Compliance With Codes

All construction required herein shall be completed in substantial 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 Project, 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

7.1 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.

7.2 Developer agrees to reimburse Rhinehart Oil for the Amsource/AFCU site's share of the utility extensions along 10040

North. Amount to be reimbursed will be determined by representatives from Rhinehart Oil, Amsource, and the City Engineer.

8. Sound Levels

8.1 Developer expressly acknowledges and agrees that the maximum commercial sound levels at the property line at all times will meet levels Ll, LIO and L90 of 68 dBA, 60 dBA and 52 dBA respectively;

8.2 The requirements detailed in this Section 8 are in addition to other applicable sound ordinances which are generally applied in the City.

9. (Omitted)

10. Traffic

10.1 Traffic Calming

10.1.1 The Developer shall, in connection with its construction of the Project, construct Traffic Mitigation improvements depicted in the Approval Documents.

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 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 for semi-tractor trailers will be between 7am and 7pm.

12. Overnight Parking

The Developer shall not consent to any overnight customer vehicle parking on the Property.

13. Marketing and Maintenance of Site

IfDeveloper vacates the Property in the future, Developer agrees that the covenants in this Agreement that relate to maintenance shall apply to future uses.

14. Signage
The Developer agrees that all signs shall be subject to all provisions of the Cedar Hills sign ordinance (10-5-26) and subject to the signage as depicted in the approval documents..

15. SiteAppearance and Maintenance

15.1 The Developer shall maintain the Project 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.

15.2 Landscape:

15.2.1 All landscaping shall remain consistent with the Design Guidelines, and **Exhibit** __, the approved Final Landscape Plan for this site. The landscaping shall be maintained in accordance with the approved Design Guidelines for Commercial Area 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.

15.2.2 Sidewalks shall be consistent throughout the development. Replacement or repair of the sidewalk along the public street frontages shall be the responsibility of the property owner.

15.2.3 The Developer shall, in accordance with its Customary Business Practices, maintain the vegetation, trees, shrubs, sod, and other landscaping as 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.

15.3 Drainage:

15.3.1 The Developer shall maintain the on-site drainage system depicted on and in the Approval Documents in accordance with its Customary Business Practices.

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

15.4 Buildings:

The Developer shall have all access and utility doors match in color and blend with the surrounding brick wall.

15.5 Snow Removal

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

The Developer agrees to remove snow in accordance with City Policy from pedestrian walkways in the public right of way along portions of Cedar Hills Drive, 4800 West, 10400 N, and the future public road which are adjacent to the Project.

15.6 Mechanical Equipment

All mechanical equipment serving the Project 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.

15.7 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 Project as per Cedar Hills City Code 4-2-3.

15.8 Lighting

The Developer agrees to construct the Project lighting as depicted in the Approval Documents. The City shall be solely responsible for the regular maintenance of public right of way lighting upon the completion and acceptance by the City of the lighting requirements in the public right of way.

16. Dedication of Public Right of Way

All areas shown as "Road Dedication" on the "Cedar Hills Retail Center" Plat to be recorded as a part of this development agreement shall be dedicated to the City of Cedar Hills as Public Roads.

17. Safety

17.1 Lighting

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

18 Performance Bond

18.1 Landscaping Performance Bond

Contemporaneously with the issuance of a building permit for the Project, the Developer shall deliver to the City a Bond in the form attached hereto as Exhibit ___ or such other form of security authorized by the City's ordinances. The security shall be 120 percent of the cost of the anticipated landscaping costs.

19. Water Rights

Pursuant to the provisions of Section 10-6-16 A-1-c of the City Code, the Developer has determined that the Project will require the conveyance of ___ acre feet of water right. As authorized under Section 10-6-16-C, City agrees to allow the water conveyance requirement to be to be met through a payment of a market value cash in- lieu of conveyance. The market value of the in-lieu payment as of the date hereof is $_____ 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.

20. 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.

21. General Terms and Conditions

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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 commended, 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.

21.6 Notices.

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

To City: City Manager
David Bunker
City of Cedar Hills
10246 N Canyon Road
Cedar Hills, UT 84062

To Developer: Amsource Cedar Hills, LLC
Attn.: President
358 South Rio Grande, Suite 200
Salt Lake City, Utah 84101

With a copy to: Amsource Cedar Hills, LLC
Attn.: General Counsel
358 South Rio Grande, Suite 200
Salt Lake City, Utah 84101

21.7 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.

21.8 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.

21.9 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 Project is a private development; (iii) City has not interest in or responsibilities for or duty to third parties concerning any Improvements to the Property unless City accepts the 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.

21.10 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.

21.11 Title and Authority.
The Developer agrees 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.

21.12 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.

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

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Development Agreement has been executed by City, acting by and through the City Council, pursuant to Council authorization given on _____, 2014, authorizing such execution, and by a duly authorized representative Developer as of the above- stated date.

"City"

CITY OF CEDAR HILLS

By: _____
David Bunker City Manager

Date: _____

Attest:

_____
Colleen Mulvey
Deputy City Recorder

Date: _____

"Developer"

AMSOURCE CEDAR HILLS, LLC,
a Utah limited liability company, by its Manager,
Amsource Realty Advisors, LLC, a Utah limited
liability company

By: _____

Name: _____

Title: Manager

Date: _____

By: _____

Name: _____

Title: Manager

Cedar Hills Retail Center

4800 West Cedar Hills Drive
Cedar Hills, Utah

Survey Control Note

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Survey or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, engineering plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations indicated on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking

Abbreviations

BOL	Bollard	PP	Power Pole
BFW	Flush Grade Bottom of Retaining Wall	PVC	Poly Vinyl Chloride
CATV	Cable Television Box	RCP	Reinforced Concrete Pipe
CB	Catch Basin	RD	Roof Drain
CMP	Corrugated Metal Pipe	SB	Signal Box
CCB	Cleanout Box	SD	Storm Drain
CGTG	Cleanout to Grade	SDMH	Storm Drain Manhole
EA	Edge of Asphalt	SMH	Sanitary Sewer Manhole
EB	Electrical Box	SP	Signal Pole
ECAB	Electrical Cabinet	SS	Sanitary Sewer
EMH	Electrical Manhole	SVZ	Sight Visibility Zone
FH	Fire Hydrant	SW	Secondary Water
FL	Flowline	TA	Top of Asphalt
G	Ground	TB	Telephone Box
GB	Grade Break	TBC	Top Back of Curb
GM	Gas Meter	TC	Top of Grate
HB	Hose Bib	TMH	Telephone Manhole
I	Irrigation Line	TP	Top of Concrete
ICB	Irrigation Control Box	TRW	Flush Grade - Top of Retaining Wall
LG	Lip of Gutter	TW	Top of Wall
LP	Light Pole	WL	Waterline
MH	Manhole	WP	Warning Paint
Mon	Monument	WV	Water Valve
PM	Power meter		

Legend

Proposed Curb & Gutter		Existing Improvements	
Proposed Open Face C & G		Existing Asphalt	
Proposed Asphalt		Existing Concrete	
Proposed Concrete		Existing Inlet Box	
Proposed Truncated Domes		Existing Catch Basin	
Proposed Inlet Box		Existing Manhole	
Proposed Catch Basin		Existing Fire Hydrant	FH
Proposed Manhole		Existing Water Valve	WV
Proposed Transformer		Existing Overhead Power Line	OH
Proposed Meter Box		Existing Water	W
Proposed Water Meter		Existing Secondary Water	SW
Proposed Combo Box		Existing Sewer	S
Proposed Fire Hydrant		Existing Storm Drain	SD
Proposed Water Valve		Existing Gas	G
Proposed Water Line	W	Existing Power	P
Proposed Sanitary Sewer	S	Existing Telephone	T
Proposed Storm Drain	SD	Existing Fence	F
Proposed Conduit Line	C	Flowline	
Proposed Power Line	P	Centerline	
Proposed Gas Line	G	Existing Contour	
Proposed Secondary Water Line	SW	Existing Spot	+76.00(A)
Proposed Roof Drain	RD	Existing Light Pole	
Proposed Fence	X	Existing Street Light	
Ridge line		Existing Building	
Grade Break	GB	Existing Telephone Box	TB
Proposed Contour	78	Existing Power Meter	PM
Direction of Drainage		Existing Electrical Box	EB
Proposed Spot	+ 78.00(A)	Existing Electrical Cabinet	ECAB
ADA Accessible Route		Existing Gas Meter	GM
Property Line		Existing Water Meter	WM
Setback Line		Existing Irrig. Control Box	ICB
Proposed Light Pole		Existing Bollard	BOL
Proposed Street Light		Existing Hose Bib	HB
Proposed Building		Warning Paint	
Existing Power Pole		Existing Deciduous Tree	
Existing Power Pole w/ Guy			
Existing Utility Warner		Existing Coniferous Tree	
Existing Pool			
Detail Number			
Sheet Number			

Vicinity Map
Not to Scale

Civil Sheet Index

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L3.1	Irrigation Details

ADA Note

ADA Note:
Contractor must maintain a running slope on Accessible routes no steeper than 5.0% (1:20). The cross slope for Accessible routes must be no steeper than 2.0% (1:50). All Accessible routes must have a minimum clear width of 36" ". Grades on plans do not meet this requirement notify Consultant immediately.
The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of the ADA (FED/AHCI A117.1-Latest Edition) and/or Fhwa.

Private Engineers Notice to Contractors

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer

Flood Zone

This property lies entirely within Flood Zone X as designated on FEMA Flood Insurance Rate Map for Utah County (unincorporated areas) Community Panel No. 49049C0110 E dated July 17, 2002. Flood Zone X is defined as "Areas determined to be outside 500-year floodplain." (No Shading)

Basis of Bearings

A line between monuments found the west Quarter Corner and the Northwest Corner of Section 6 was assumed the Utah County bearing of N 0°02'42" W as the basis of Bearings to retrace and honor the previous Survey

Benchmark

Brass Cap Monument for the west Quarter Corner of Section 6, T5S, R2E, SLB&M (Elevation = 4866.34 feet (assumed to honor the previous 2003 survey)
Observed January 6, 2014

Designed by: DA
Drafted by: LC
Client Name
Amsource
03-072CV

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
75 E North Freedom Blvd. Salt Lake City, Utah 84116
(801) 521-8529 - www.awassociates.net

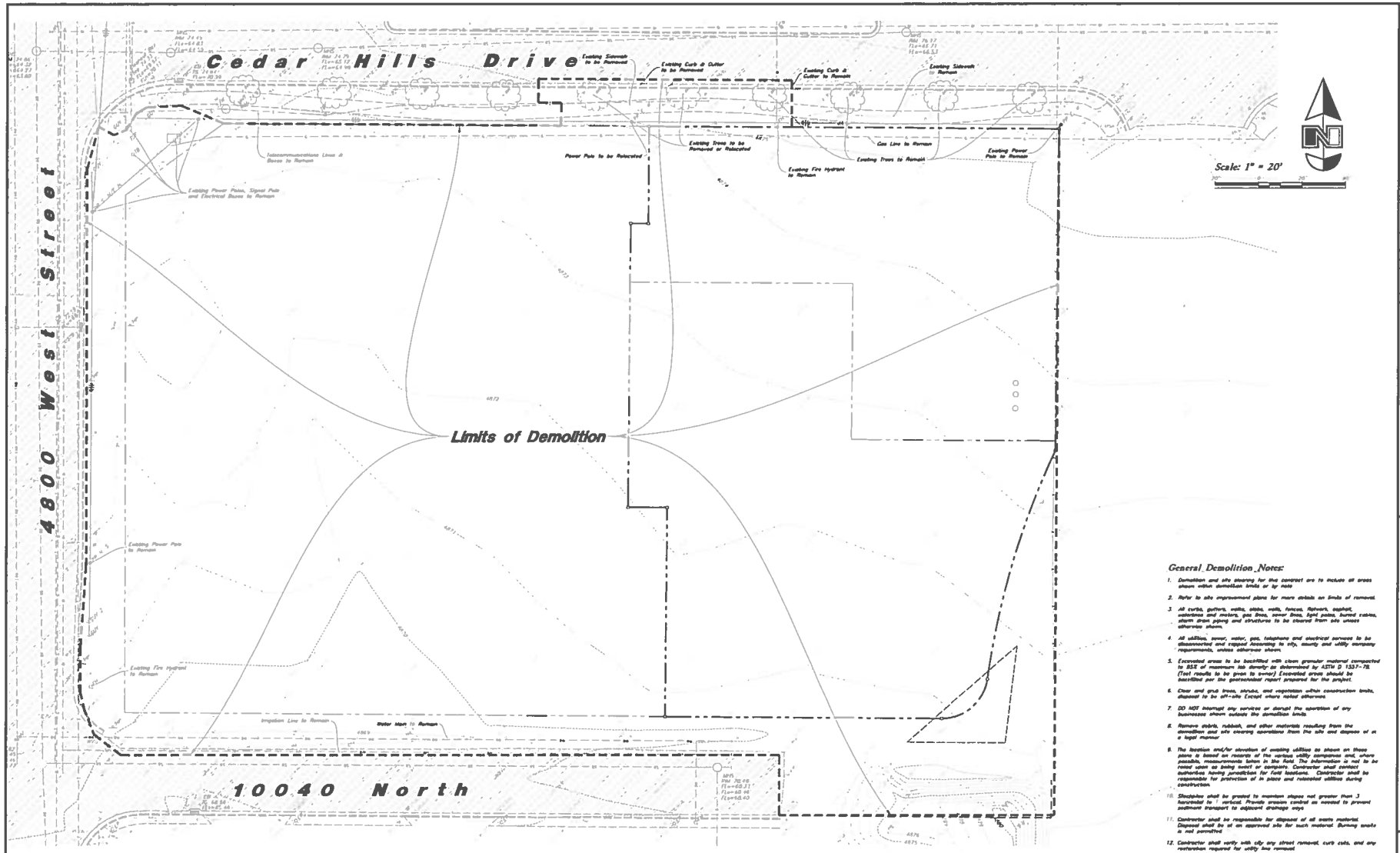
Cover Sheet

Cedar Hills Retail Center
4800 West Cedar Hills Drive
Cedar Hills, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7979288
SHAUN M YOUNG
STATE OF UTAH

25 Sep, 2014

SHEET NO.
CV



General Demolition Notes:

1. Demolition and site clearing for the contract are to include all areas shown within demolition limits or by note
2. Refer to site improvement plans for more details on limits of removal.
3. All curbs, gutters, walks, slabs, walls, fences, flatwork, asphalt, substrates and motors, gas lines, sewer lines, light poles, buried cables, storm drain piping and structures to be cleared from site unless otherwise shown.
4. All utilities, sewer, water, gas, telephone and electrical services to be disconnected and capped according to city, county and utility company requirements, unless otherwise shown.
5. Excavated areas to be backfilled with clean granular material compacted to 95% of maximum lab density as determined by ASTM D 1557-78. (Test results to be given to owner) Excavated areas should be backfilled per the geotechnical report prepared for the project.
6. Clear and grub trees, shrubs, and vegetation within construction limits, dispose of to be off-site (except where noted otherwise).
7. DO NOT interrupt any services or disrupt the operation of any businesses shown outside the demolition limits.
8. Remove debris, rubbish, and other materials resulting from the demolition and site clearing operations from the site and dispose of in a legal manner.
9. 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 upon as being exact or complete. Contractor shall contact authorities having jurisdiction for field locations. Contractor shall be responsible for protection of in place and relocated utilities during construction.
10. Stockpiles shall be graded to maintain slopes not greater than 3 horizontal to 1 vertical. Provide erosion control as needed to prevent sediment transport to adjacent drainage ways.
11. Contractor shall be responsible for disposal of all waste material. Disposal shall be at an approved site for such material. Burning onsite is not permitted.
12. Contractor shall verify with city any street removal, curb cuts, and any restoration required for utility line removal.
13. Install traffic warning devices as needed in accordance with local standards.
14. Contractor shall obtain all permits necessary for demolition from City, County, State or Federal Agencies as required.
15. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.

CAUTION :

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 upon as being exact or complete.

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
www.bluestakes.org
1 800 662 4111

1	REV 1	9/25/14	JDS
2	REV 2	10/1/14	JDS

Designed by: DA
Drafted by: LC
Client Name
Amsource
83-072DM

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 — AWAengineering.net

Demolition Plan

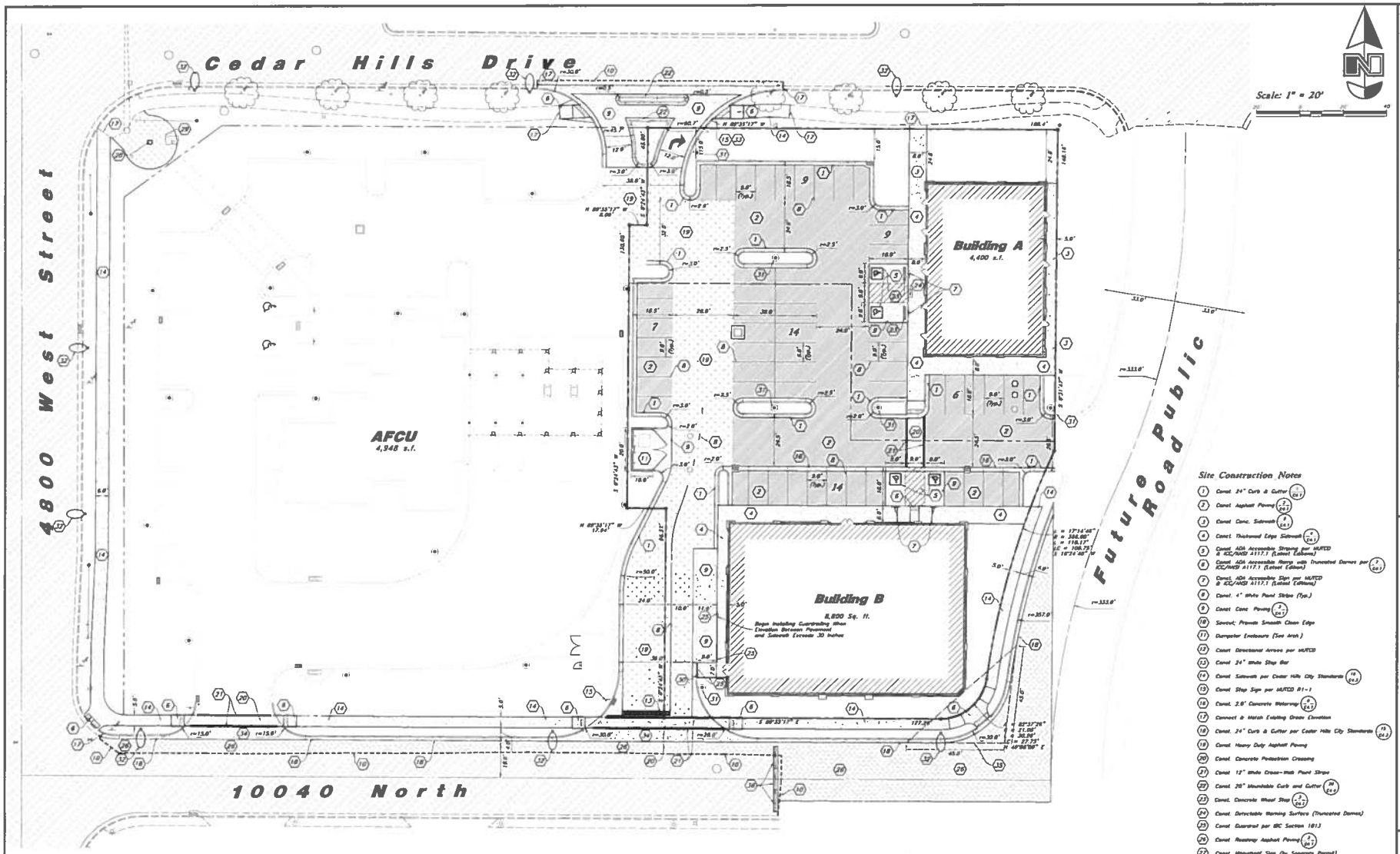
Cedar Hills Retail Center

4800 West Cedar Hills Drive
Cedar Hills, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7576288
SHAUN H YOUNG
STATE OF UTAH

25 Sep, 2014

SHEET NO.
C0.1



Site Data

Site Area = 48,752 s.f. (1.12 ac.)
Building Area = 13,200 s.f (27.1%)
Parking Provided = 59 stalls (4.5/1,000)

Overall Development
Landscape Area Provided = 41,294 s.f. (36.2%)

General Site Notes:

1. Stalls designated as Accessible will require a painted Accessible symbol and sign (See Details)
2. Fire lane markings and signs to be installed as directed by the Fire Marshall.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. All dimensions are to back of curb unless otherwise noted.
5. Const. curb transition at all points where curb abuts sidewalk, see detail

Site Construction Notes

1. Const. 24" Curb & Gutter (24.1)
2. Const. Asphalt Paving (2.1, 24.2)
3. Const. Conc. Sidewalk (4, 24.1)
4. Const. Thickened Edge Sidewalk (4, 24.1)
5. Const. ADA Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Editions)
6. Const. ADA Accessible Ramp with Truncated Domes per ICC/ANSI A117.1 (Latest Edition) (1, 24.1)
7. Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Editions)
8. Const. 4" White Paint Stripe (Typ.)
9. Const. Conc. Paving (2, 24.1)
10. Sawcut; Provide Smooth Clean Edge
11. Dumpster Enclosure (See Arch.)
12. Const. Directional Arrows per MUTCD
13. Const. 24" White Stop Bar
14. Const. Sidewalk per Cedar Hills City Standards (10, 24.1)
15. Const. Stop Sign per MUTCD R1-1
16. Const. 2.8' Concrete Waterway (6, 24.1)
17. Connect & Match Existing Grade Elevation
18. Const. 24" Curb & Gutter per Cedar Hills City Standards (15, 24.1)
19. Const. Heavy Duty Asphalt Paving
20. Const. Concrete Pedestrian Crossing
21. Const. 12" White Cross-Walk Paint Stripe
22. Const. 20" Mountable Curb and Gutter (20, 24.1)
23. Const. Concrete Wheel Stop (2, 24.1)
24. Const. Detectable Warning Surface (Truncated Domes)
25. Const. Guardrail per IBC Section 1013
26. Const. Roadway Asphalt Paving (2, 24.1)
27. Const. Monument Sign (by Separate Permit)
28. Const. Cedar Hills Monument
29. Const. Red Stamped Conc. (Coordinate Pattern with Owner & City)
30. Const. Concrete Dock Loading Platform (Refer to Architectural Plans for Details)
31. Const. Light Pole (Refer to Site Electrical Plan for Details)
32. Const. Street Light per Cedar Hills City Std.
33. Const. RIGHT TURN ONLY Sign per MUTCD R3-5r
34. Const. 8' Concrete Waterway per Cedar Hills City Standards
35. 45' x 45' Sight Triangle
36. Const. Concrete Jersey Barrier

NO.	DATE	REVISION
1	09/17	1st Submittal
2	11/17	2nd Submittal
3	01/18	3rd Submittal

Designed by: DA
Drafted by: LC
Client Name: Innovaccre
03-0772P

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2210 North Research Road Salt Lake City, Utah 84116
(801) 521-3773 www.andersonwahlen.com

Site Plan

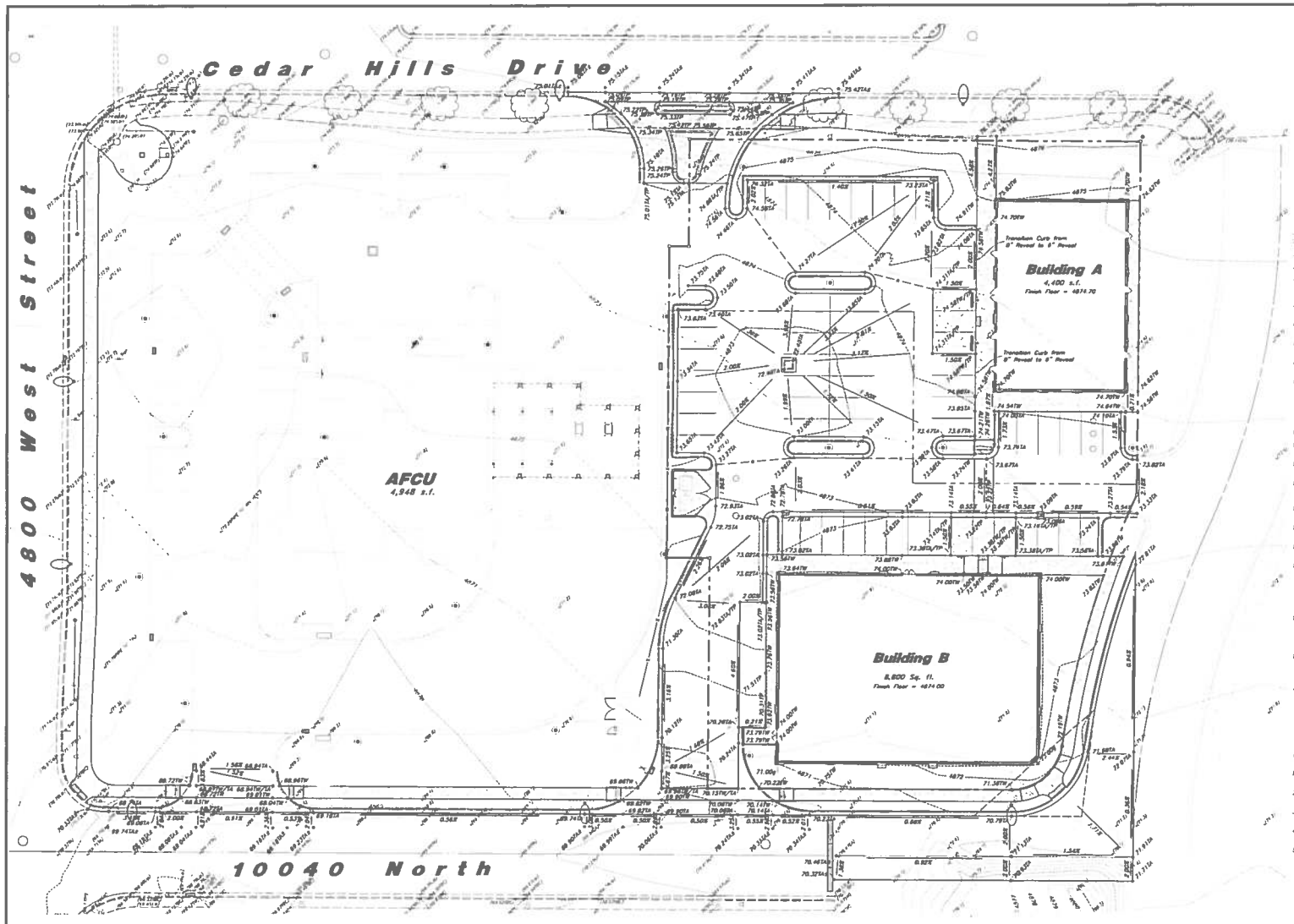
Cedar Hills Retail Center

4800 West Cedar Hills Drive
Cedar Hills, Utah

REGISTERED PROFESSIONAL ENGINEER No. 387529 DARLAN H. YOUNG STATE OF UTAH

25 Sep, 2014

SHEET NO.
C1.1



Scale: 1" = 20'

General Grading Notes:

1. All grading shall be in accordance with the project geotechnical study.
2. Cut slopes shall be no steeper than 3 horizontal to 1 vertical.
3. Fill slopes shall be no steeper than 3 horizontal to 1 vertical.
4. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by a Geotechnical Engineer.
5. Areas to receive fill shall be properly prepared and approved by a Geotechnical Engineer prior to placing fill.
6. Fills shall be benched into competent material as per specifications and geotechnical report.
7. All trench backfill shall be tested and certified by a Geotechnical Engineer.
8. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
9. The final compaction report and certification from a Geotechnical Engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
10. Dust shall be controlled by watering.
11. The location and protection of all utilities is the responsibility of the permittee.
12. Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading process.
13. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the City Engineer.
14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
16. Aggregate base shall be compacted per the geotechnical report prepared for the project.
17. The recommendations in the following Geotechnical Engineering Report by GSH are included in the requirements of grading and site Preparation. The Report is titled "Proposed America First Credit Union Southeast Corner of Cedar Hills Drive and 4800 West, Cedar Hills, UT"

    Project No. 1242-013-14
    Dated: January 14, 2014

18. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or world means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
19. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.
20. Contractor will be responsible to phase the construction development so that storm water improvements and storm water facilities including detention or retention engravement facilities are constructed and functional prior to an offsite storm water release and take necessary construction precautions so that no offsite flooding will occur.

Curb and Gutter Construction Notes:

1. Open face gutter shall be constructed where drainage is directed away from curb.
2. Open face gutter locations are indicated by shading and notes on the grading plan.
3. It is the responsibility of the surveyor to adjust top of asphalt grades to top of curb grades at the time of construction staking.
4. Refer to the typical details for a standard and open face curb and gutter for dimensions.
5. Transitions from open face to standard curb and gutter are to be smooth. Hand form these areas if necessary.

ADA Note:
Contractor must maintain a running slope on Accessible routes no steeper than 5.0% (1:20). The cross slope for Accessible routes must be no steeper than 2.0% (1:50). All Accessible routes must have a minimum clear width of 36". If Grades on plans do not meet this requirement notify Consultant immediately.
The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of the ADA (ICC/ANSI A117.1-Latest Edition) and/or FHAA.

Designed by: DH
Drafted by: LC
Client Name: Assessors
03-072CP

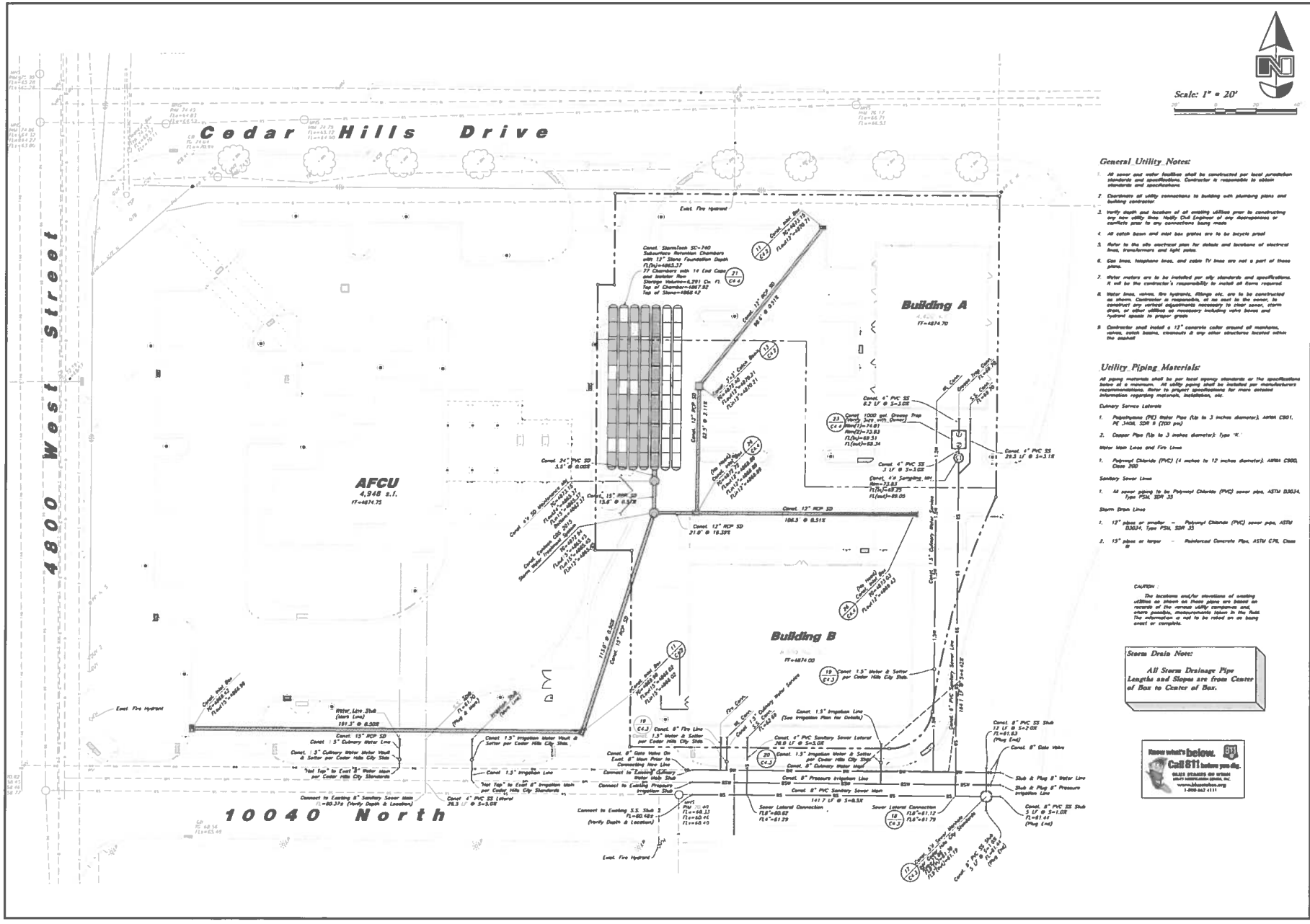
ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2010 North Redwood Road, Suite 6
Salt Lake City, UT 84116
(801) 521-8529 FAX (801) 521-8530 www.gbeengineering.com

Grading Plan
Cedar Hills Retail Center
4800 West Cedar Hills Drive
Cedar Hills, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7576206
SHAUN H. YOUNG
STATE OF UTAH

25 Sep, 2014

SHEET NO.
C2.1



General Utility Notes:

1. All sewer and water facilities shall be constructed per local jurisdiction standards and specifications. Contractor is responsible to obtain standards and specifications.
2. Coordinate all utility connections to building with plumbing plans and building contractor.
3. Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connections being made.
4. All catch basin and inlet box grates are to be bicycle proof.
5. Refer to the site electrical plan for details and locations of electrical lines, transformers and light poles.
6. Gas lines, telephone lines, and cable TV lines are not a part of these plans.
7. Water meters are to be installed per city standards and specifications. It will be the contractor's responsibility to install all items required.
8. Water lines, valves, fire hydrants, fittings etc. are to be constructed as shown. Contractor is responsible, at no cost to the owner, to construct any vertical adjustments necessary to clear sewer, storm drain, or other utilities as necessary including valve boxes and hydrant spools to proper grade.
9. Contractor shall install a 12" concrete collar around all manholes, valves, catch basins, cleanouts & any other structures located within the asphalt.

Utility Piping Materials:

All piping materials shall be per local agency standards or the specifications below at a minimum. All utility piping shall be installed per manufacturers recommendations. Refer to project specifications for more detailed information regarding materials, installation, etc.

Culinary Service Laterals

1. Polyethylene (PE) Water Pipe (Up to 3 inches diameter); ASTM D2901, PE 3408, SDR 9 (200 psi)
2. Copper Pipe (Up to 3 inches diameter); type "K"

Water Main Lines and Fire Lines

1. Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter); ASTM C900, Class 200

Sanitary Sewer Lines

1. All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35

Storm Drain Lines

1. 12" pipes or smaller – Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35
2. 15" pipes or larger – Reinforced Concrete Pipe, ASTM C76, Class III

CAUTION:

The locations and/or elevations of existing utilities as shown on these plans are 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.

Storm Drain Note:

All Storm Drainage Pipe Lengths and Slopes are from Center of Box to Center of Box.

Know what's below. Call 811 before you dig.
811 STAKES ON STREET
blue stakes of utah, inc.
www.bluestakes.org
1-800-662-4111

Designed by: DA
Drafted by: LC
Client Name
Awesome
03-072VR

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2218 West Shore Drive, Suite 100
801-521-3773 FAX: 801-521-9754

Utility Plan

Cedar Hills Retail Center

4800 West Cedar Hills Drive
Cedar Hills, Utah

REGISTERED PROFESSIONAL ENGINEER No. 7878296 SHAUN H. YOUNG STATE OF UTAH

25 Sep, 2014

SHEET NO.
C3.1

1. REINFORCEMENT: ASTM A 615, grade 60, galvanized or epoxy coated deformed steel rebar or smooth steel dowels with diameter and length as indicated.

   A. Space rebar and dowels at 12 to 15 inches on center.
   B. Grease dowels to provide movement in expansion joints.
   C. Keep the bars in the vertical center of the concrete slab and perpendicular to the joint during concrete placement.

2. SAWING: Keep at least 3 working power saws on site when concrete is being placed. Saw cross control joints (contraction joints) before shrinkage cracking takes place. Do not tear or ravel concrete during sawing. In cool weather, the joint sawing may be delayed only for the time required to prevent tearing and raveling the concrete. Cut joints to dimensions recommend by sealant manufacturer and approved by ENGINEER

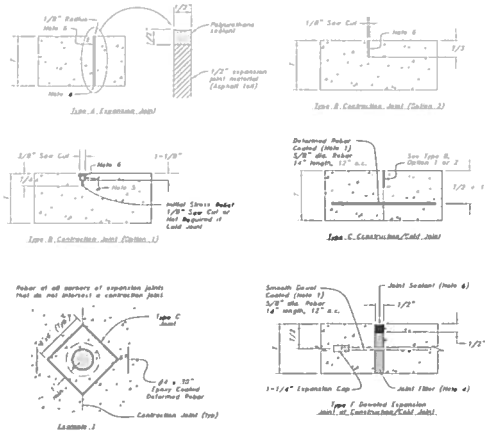
3. JOINTS: Lay out joints to aid construction and control random cracking.

   A. Joint Spacing shall be 12 feet maximum on center in both directions.
   B. Extend transverse contraction joints continuously across the full width of the concrete. Make the joints coincide with curb and gutter joints.
   C. Make adjustments in joint locations to meet inlet or manhole locations.
   D. Expansion Joints shall be placed where concrete abuts a building wall, sidewalk, curb, gutter or any immovable structure.

4. JOINT FILLER: Bituminous (Asphalt or tar) mastic, ASTM D994. Formed and encased between 2 layers of bituminous saturated felt or 2 layers of glass-fiber felt extending to the bottom of the concrete slab.

5. BACKER ROD: Round Rods. It must be oversized approximately 25 percent to fit tightly into each joint and compatible with hot poured sealant.

6. JOINT SEALANT: Hot applied, Asphalt base type, ASTM D 3405. Remove dirt, oil, and curing compounds from joint reservoir. Seal joints immediately after cleaning.



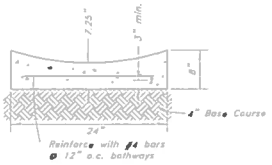
7 Concrete Joint Detail

Not to Scale

Contraction Joints

A. Spacing = 10' o.c.
B. 1/8" wide by 2" deep

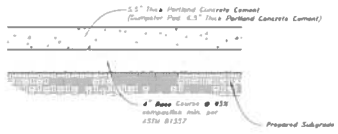
1. See Concrete Joint Detail



6 24" Concrete Waterway

Not to Scale

1. See Geotechnical Report for Project for Further Details
2. See Concrete Joint Detail



3 Concrete Paving Section

Not to Scale

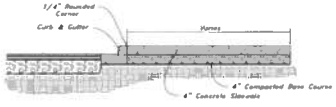
1. See Concrete Joint Detail

Contraction Joints

A. Spacing = 10' o.c.

Expansion Joints

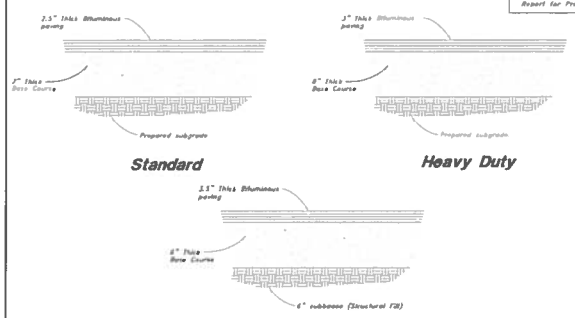
A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start or end of curb radius



5 Typical Sidewalk Detail

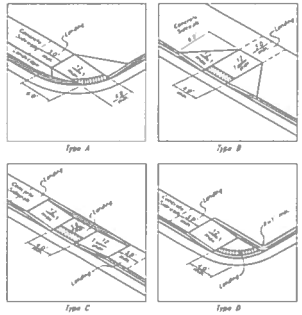
Not to Scale

See Geotechnical Report for Project



2 Asphalt Section

Not to Scale



Notes:

1. Provide truncated domes per ICC/ANSI A117.1 (Latest Edition) ADA Requirements (Minimum of 2' deep by the width of ramp). Truncated domes shall be Armor-Tile or ADA Solutions or equivalent cast in place detectible warning tiles. Color shall be approved by owner.
2. All landings must have 1:50 cross slope & running slope. Landing must be as wide as the ramp.
3. Cross slope on ramp must be 1:50 or less.
4. Counter slopes of adjoining gutters & paving adjacent to the curb ramp shall not be steeper than 1:20.

7 Curb Ramp Detail

Not to Scale

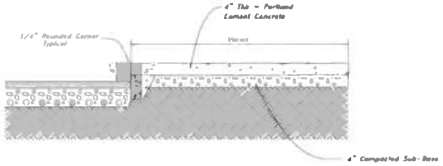
1. See Concrete Joint Detail

Contraction Joints

A. Spacing = 10' o.c.

Expansion Joints

A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start or end of curb radius



5 Thickened Edge Walk

Not to Scale

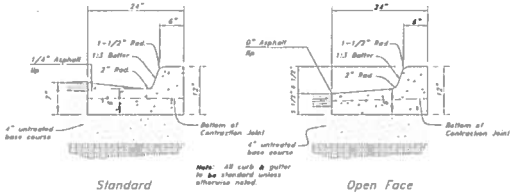
Contraction Joints

A. Spacing = 10' o.c.

Expansion Joints

A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start or end of curb radius

1. See Concrete Joint Detail



Note: All curb & gutter to be standard unless otherwise noted.

1 24" Curb And Gutter

Not to Scale

REV	DATE	BY	CK SCHUTTER

Designed by DA
Drafted by LC
Sheet Name: Amenities
83-8707

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWAengineering.net

Detail Sheet

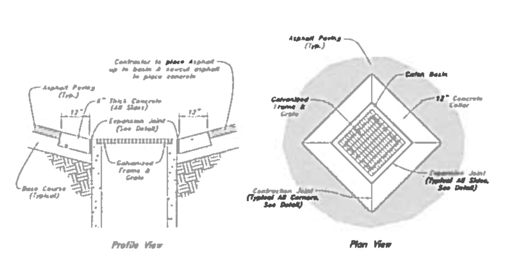
Cedar Hills Retail Center

4800 West Cedar Hills Drive
Cedar Hills, Utah

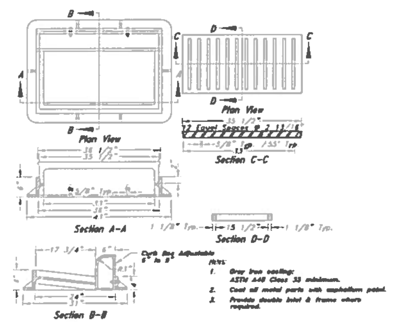
REGISTERED PROFESSIONAL ENGINEER No. 797599 SHAUN N YOUNG STATE OF UTAH

25 Sep, 2014

SHEET NO.
C4.1



(14) **12" Concrete Collar**
Not to Scale



(12) **Inlet Grate Frame**
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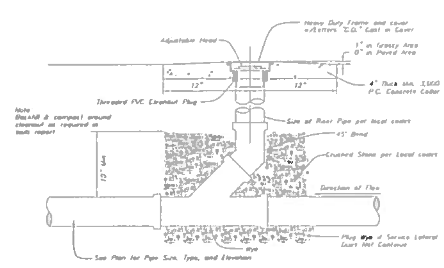
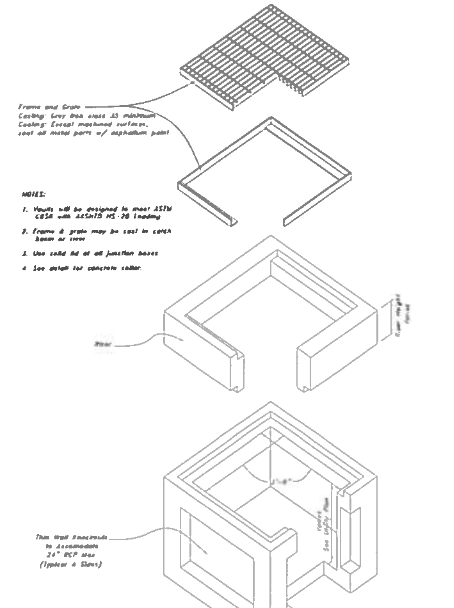
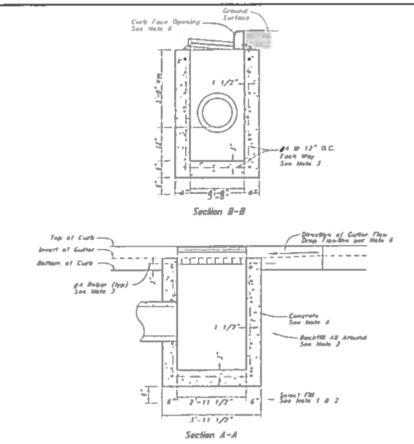


(10) **Cleanout**
Not to Scale

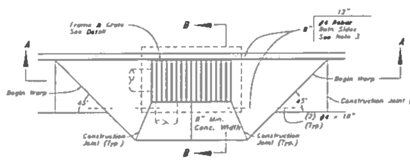


(13) **Precast 36" x 36" Catch Basin**
Not to Scale

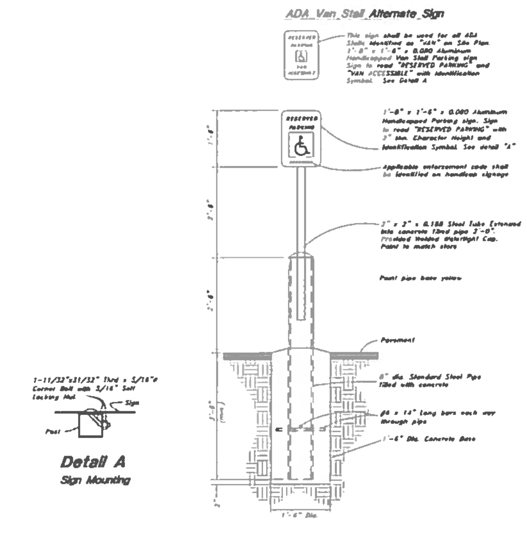


Catch Basin Notes:

1. Select Fill: Use untreated base course grade 1 or grade 3/4 per APWA Section 02060. Use of sewer rock or recycled aggregate requires Engineers written approval.
2. Backfill: install and compact all backfill material as APWA Section 02321.
3. Reinforcement: Use ASTM A 615, grade 60 deformed steel rebar. See APWA Section 03200.
4. Concrete: Class 4,000 per APWA Section 03304. Place per APWA Section 03310. Apply a sealing / curing compound per APWA Section 03390 or use an acceptable alternate curing method.
5. Pipe Laterals: The drawing shows alternate connections to the curb outlet. Refer to construction drawings for connection locations.
6. Curb Face Opening: Make opening 4 inches high. Provide at least a 2 inch drop from the gutter flowline to the invert of the curb face opening.
7. Conc. Apron in front of Inlet Grate to be 6" min. & 12" max.



(11) **Curb Inlet with Single Grate**
Not to Scale



(9) **ADA Parking Sign**
Not to Scale

Designed by: DA
Drafted by: LC
Client Name:
Ambassure
03-67201

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 – AWAengineering.net

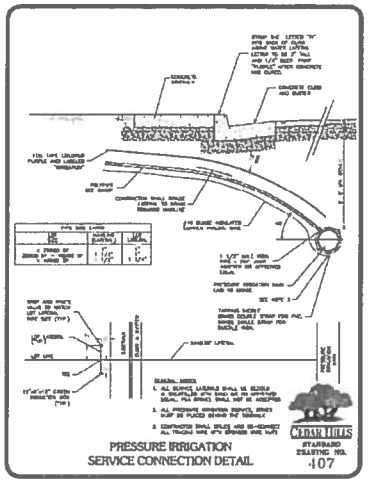
Detail Sheet

Cedar Hills Retail Center
4800 West Cedar Hills Drive
Cedar Hills, Utah

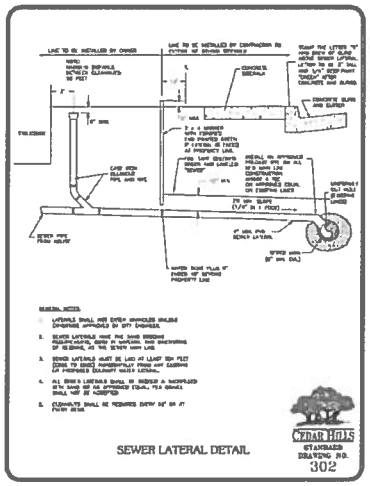
REGISTERED PROFESSIONAL ENGINEER
No. 7875289
SHAUN M YOUNG
STATE OF UTAH

25 Sep, 2014

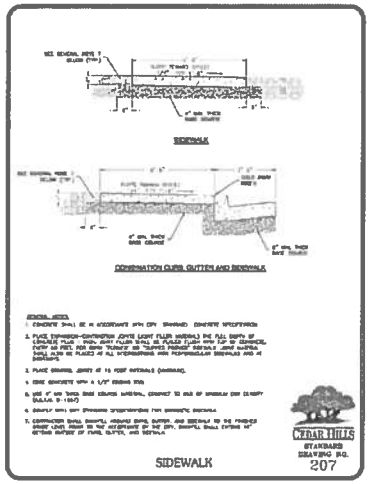
SHEET NO.
C4.2



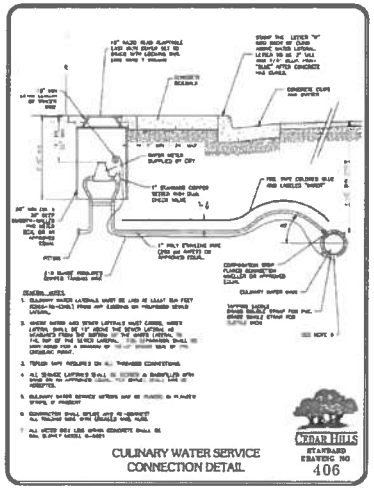
Cedar Hills Std. Dwg. #407
(20) Pressure Irrigation Detail
Not to Scale



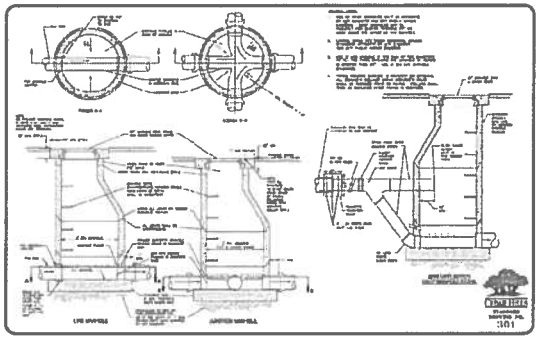
Cedar Hills Std. Dwg. #302
(18) Sewer Lateral Detail
Not to Scale



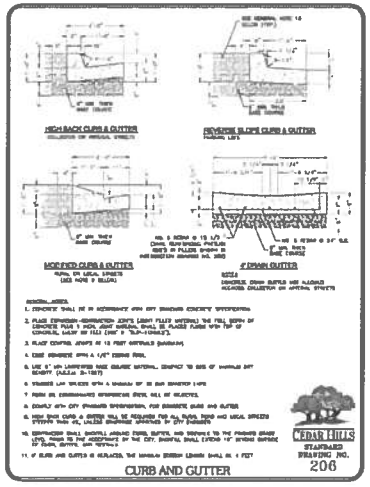
Cedar Hills Std. Dwg. #207
(16) Sidewalk Detail
Not to Scale



Cedar Hills Std. Dwg. #406
(19) Water Service Detail
Not to Scale



Cedar Hills Std. Dwg. #301
(17) Manhole Detail
Not to Scale



Cedar Hills Std. Dwg. #206
(15) Curb & Gutter Detail
Not to Scale

Designed by: DA
Drafted by: LC
Client Name
Amount
63-87297

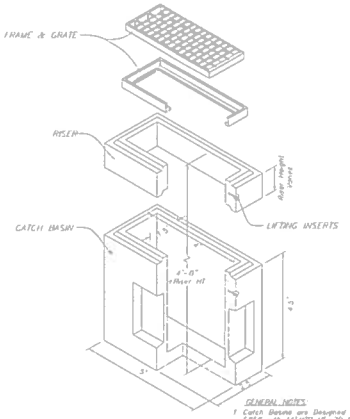
ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South

Detail Sheet

Cedar Hills Retail Center
4800 West Cedar Hills Drive
Cedar Hills, Utah

25 Sep, 2014

SHEET NO.
C4.3

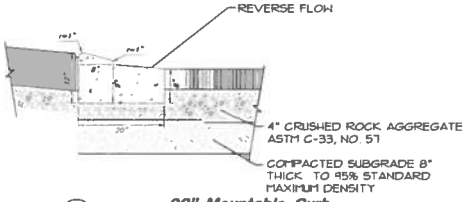


26 **Inlet Box without Hood**

Not to Scale

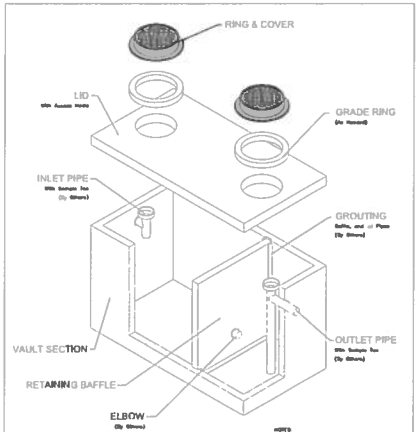
25 **Not Used**

Not to Scale



24 **20" Mountable Curb**

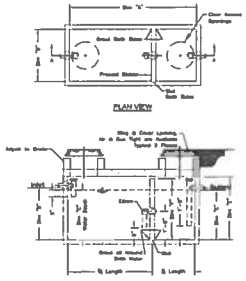
Not to Scale



Oldcastle Precast

Grease Trap

Grease Trap
430 to 5,000 Gallon



Water Capacity	430	500	1275	1600	2175	3500	5000
Dim "A"	6'-0"	6'-0"	10'-0"	10'-0"	10'-0"	12'-0"	12'-0"
Dim "B"	5'-0"	5'-0"	8'-0"	8'-0"	8'-0"	8'-0"	8'-0"
Water Depth	5'-0"	5'-0"	8'-0"	8'-0"	8'-0"	8'-0"	8'-0"
Dim "D"	2'-10"	2'-10"	3'-4"	3'-4"	3'-4"	3'-4"	3'-4"
Dim "E"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"
Dim "F"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"	2'-0"
Weight	10,700	20,510	27,900	31,400	36,000	46,470	53,000

DESIGN CRITERIA:

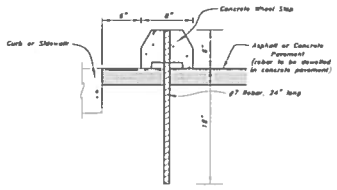
Oldcastle Precast

Grease Trap

Grease Trap
430 to 5,000 Gallon

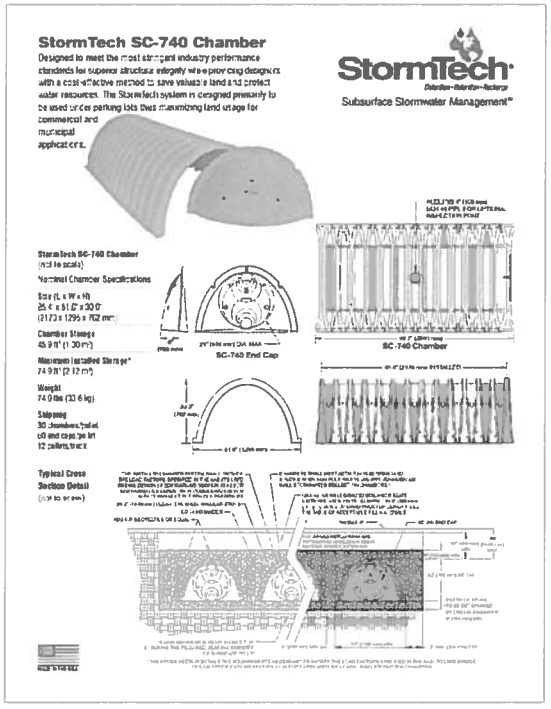
23 **Grease Trap**

Not to Scale



22 **Concrete Wheel Stop**

Not to Scale



21 **Stormtech SC-740 Underground Storage Chambers**

Not to Scale

Designed by: DA
Drafted by: LC
Client Name: Amsource
63-67297

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2210 North Research Road, Salt Lake City, Utah 84116
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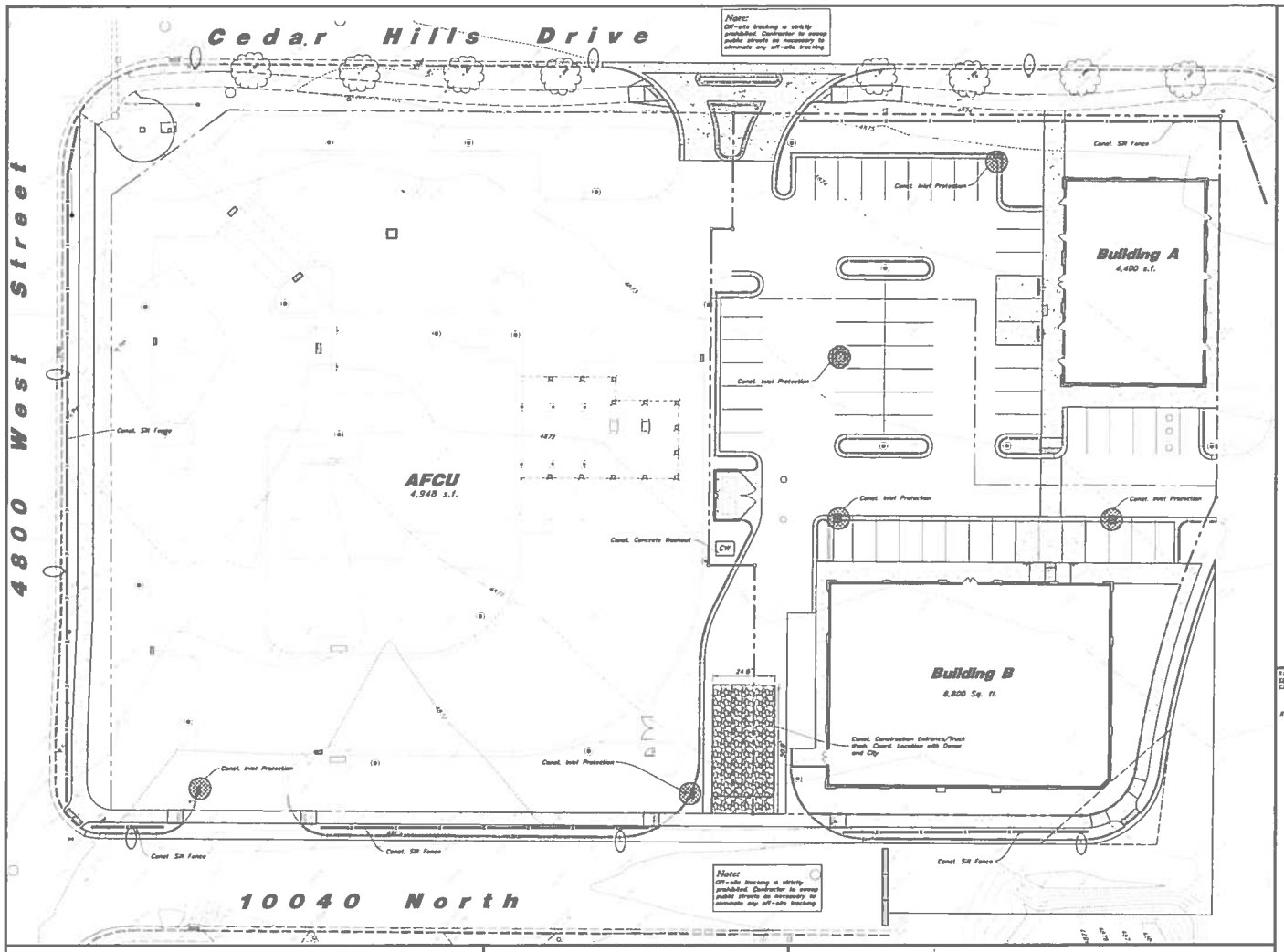
Detail Sheet

Cedar Hills Retail Center
4800 West Cedar Hills Drive
Cedar Hills, Utah

REGISTERED PROFESSIONAL ENGINEER No. 7579295 SHAUN R. YOUNG STATE OF UTAH

25 Sep. 2014

SHEET NO.
C4.4



Scale: 1" = 20'

Legend

Place Inlet Protection at all Inlet Locations to prevent bones from silting.

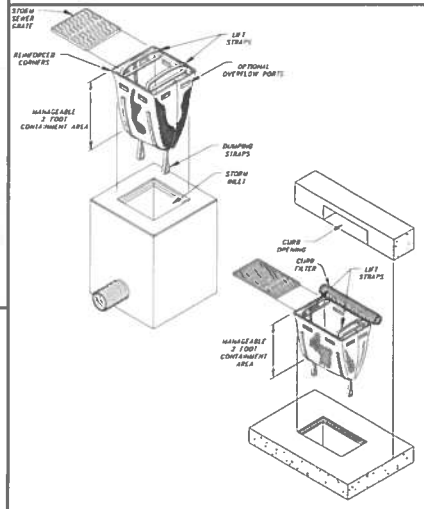
Silt Fence

Construction Entrance / Truck Wash (30'x24' Min.)

Concrete Washout Area — CW

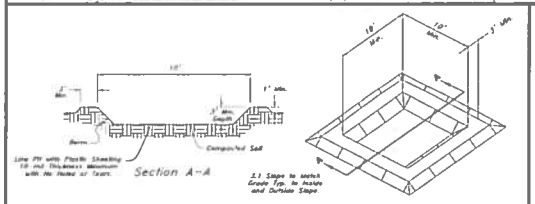
Erosion Control Notes

1. Storm water will be discharged into an existing drainage system. Existing Lines shall be inspected prior to Certificate of Occupancy and cleaned if necessary.
2. The Storm Water Prevention Plan shall conform to all State Division of Environmental Protection Regulations.
3. All Construction equipment will enter thru Designated Construction Entrances.
4. Coordinate Entrance locations with the local jurisdiction.
5. Inlet Protection Devices and Barriers shall be Repaired or Replaced if they Show Signs of Undermining or Deterioration.
6. Silt Fences shall be Repaired to their Original Conditions if Damaged. Sediment shall be Removed from Silt Fences when it Reaches one-half the Height of the Silt Fence.
7. The Construction Entrances shall be Maintained in a Condition which will Prevent Tracking or Flow of Mud onto Public Right-of-Way. This may Require Periodic Top Dressing of the Construction Entrances as Conditions Demand.
8. All Materials Spilled, Dropped, Washed or Tracked from Vehicles onto Roadways or into Storm Drains must be Removed Immediately.
9. Due to the Grade Changes During the Development of the Project, the Contractor shall be Responsible for Adjusting the Erosion Control Measures (Silt Fences, Inlet Protection, Etc...) to Prevent Erosion.
10. 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.
11. Inlet Protection Devices shall be Installed Immediately upon Individual Inlets becoming Functional.
12. This Document is Fluid Allowing for Changes, Modifications, Updates and Alternatives. It is the Responsibility of the Contractor to Keep Record of all Alterations made to the Erosion Control Measures Implemented for the Project on this Plan and in the Storm Water Pollution Prevention Plan.
13. Cover Exposed stockpiles of soils, construction and landscaping materials with heavy plastic sheeting.
14. Re-vegetate areas where landscaping has died or not taken hold.
15. Divert storm water runoff around disturbed soils with berms or dirt swales.
16. Contractor to provide permanent stabilization to any areas disturbed by construction by hydroseeding native vegetation (if not otherwise stabilized).



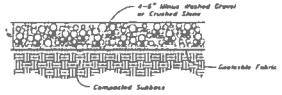
Inlet Protection

Not to Scale



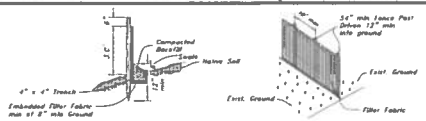
Concrete Washout

Not to Scale



Construction Entrance

Not to Scale



Silt Fence

Not to Scale

Designed by: DA
Drafted by: LC
Client Name: Annaserve
03-072TC

ANDERSON WAHLEN & ASSOCIATES
Great Bath Engineering South
23 0 North Redwood Road Salt Lake City, Utah 84116
801 521 8529 www.gbengineering.net

Erosion Control Plan

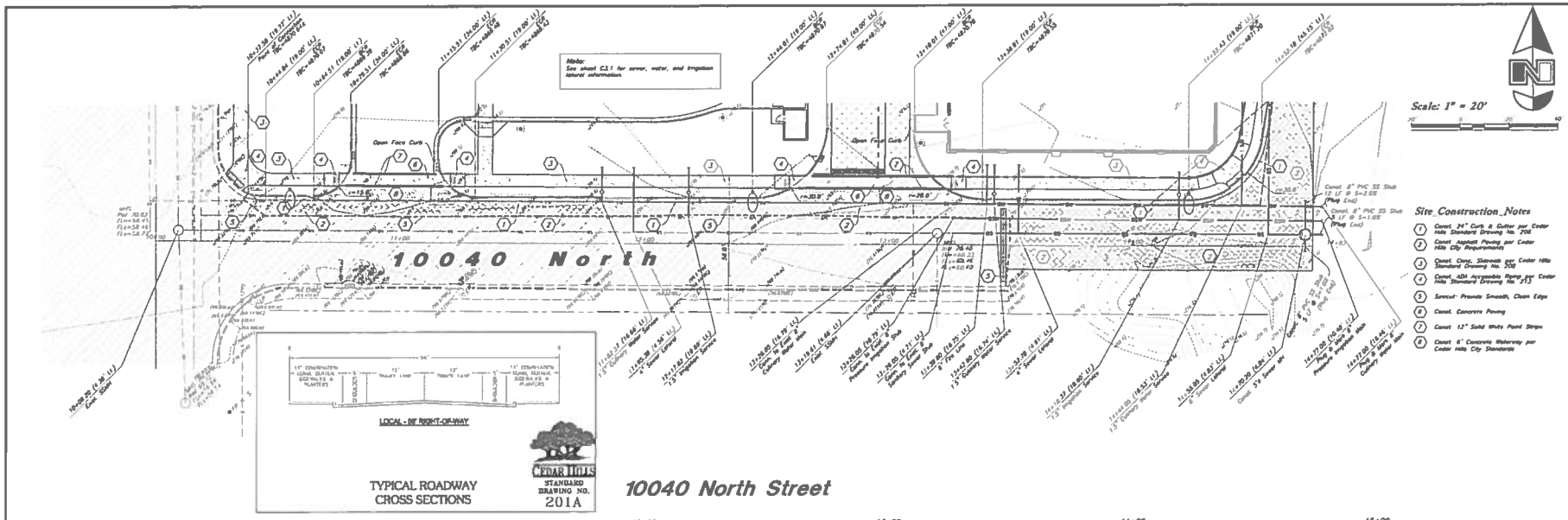
Cedar Hills Retail Center

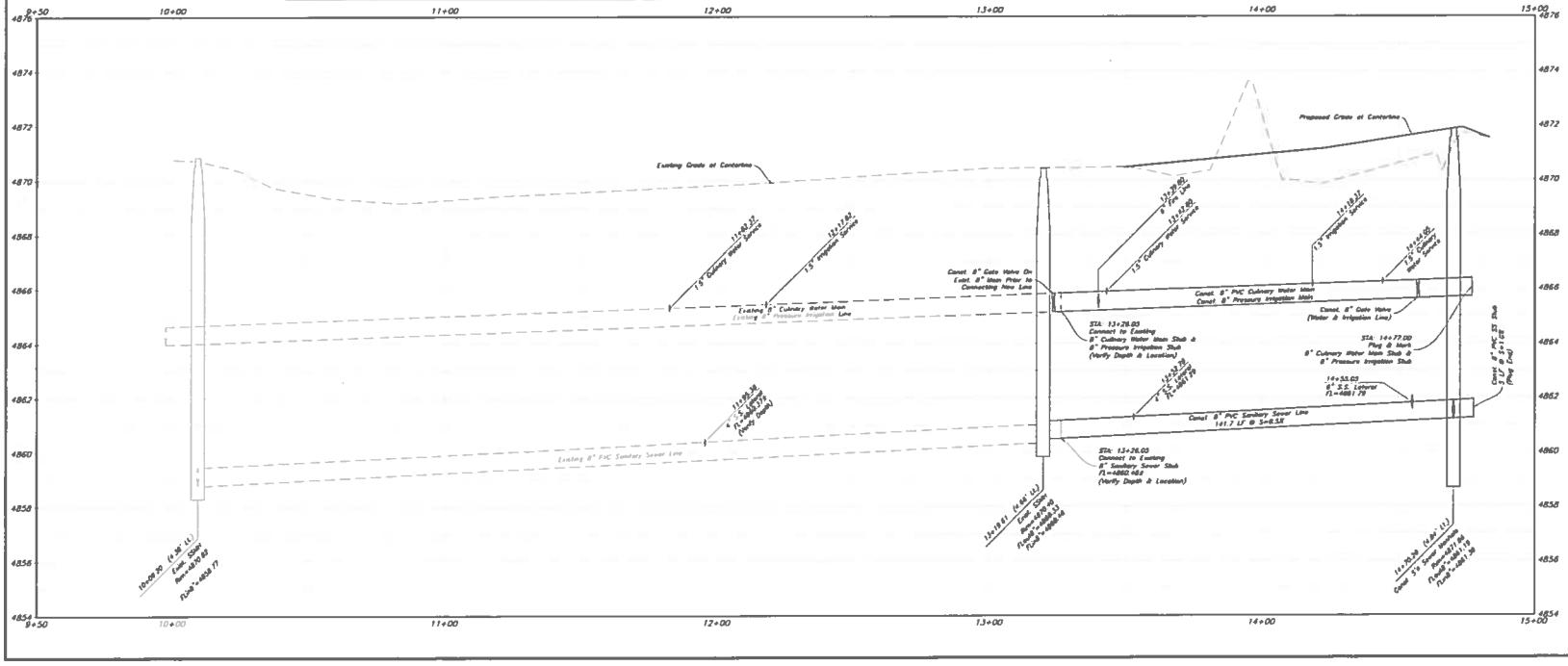
4800 West Cedar Hills Drive
Cedar Hills, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7879289
SHAUN M YOUNG
STATE OF UTAH

25 Sep, 2014

SHEET NO.
C5.1





Designed by: DA
Drafted by: LC
Client Name: Amsource
BJ-BJPP

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2210 North Research Road Salt Lake City, Utah 84116
801-521-3201 - www.andersonwahlen.com

10040 North Plan & Profile

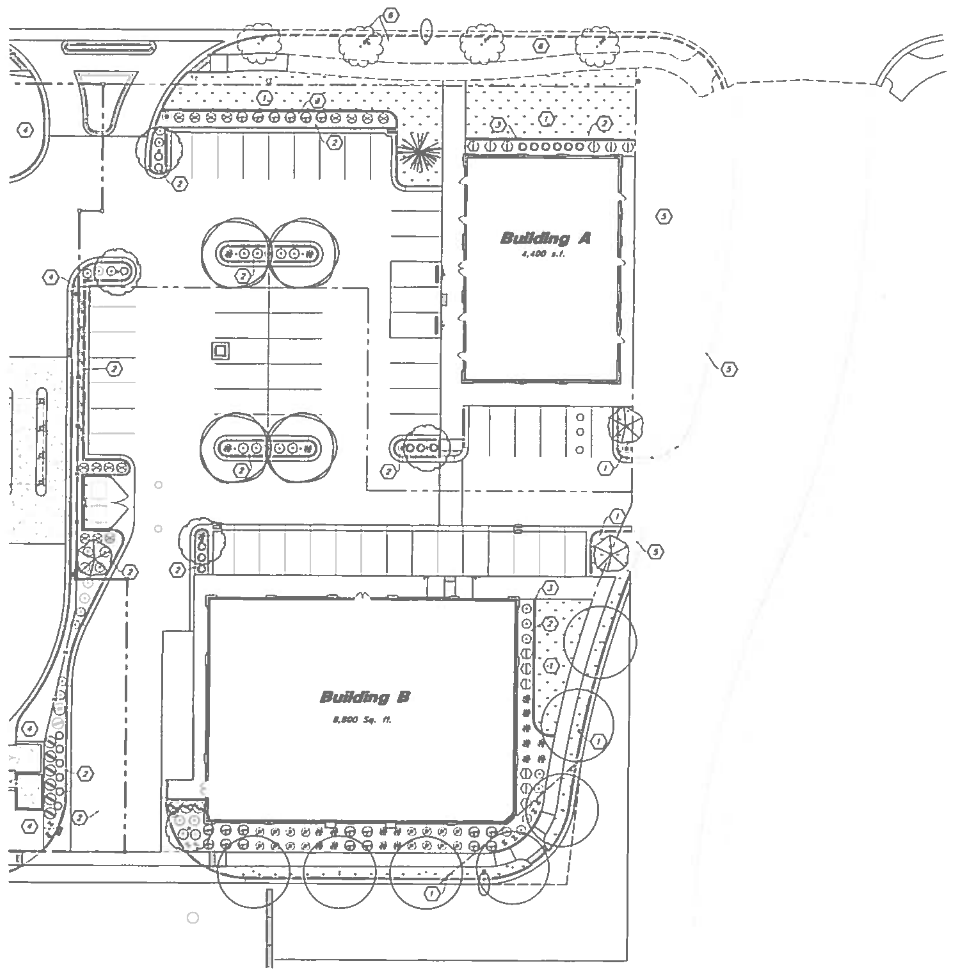
Cedar Hills Retail Center

4800 West Cedar Hills Drive
Cedar Hills, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7075297
SHAUN H YOUNG
STATE OF UTAH
9/25/14

25 Sep, 2014

SHEET NO.
C6.1



Plant Legend

All Plant Material Specified is in Compliance with the Cedar Hills Guidelines for the "Design and Review of Planned Commercial Development"

Trees

Symbol	Qty.	Botanical Name	Common Name	Plant Size/Spacing	Detail
	3	Prunus blireana	Blireana Plum	2" Min. Cal., B&B	2/L1.1
	5	Acer platanoides 'Columnar'	Norway Maple	2 1/2" Min. Cal., B&B	2/L1.1
	7	Fraxinus p. 'Patmore'	Patmore Ash	2 1/2" Min. Cal., B&B	2/L1.1
	2	Picea pungens 'Bakeri'	Colorado Green Spruce	6' Min. Ht., B&B	3/L1.1
	4	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2" Min. Cal., B&B	2/L1.1

Shrubs

Symbol	Qty.	Botanical Name	Common Name	Plant Size/Spacing	Detail
	15	Euonymus alatus 'Compacta'	Burning Bush	5 Gal. Cont., 18" Min. Ht.	1/L1.1
	18	Cornus sericea 'Kelseyi'	Kelsey Dwarf Dogwood	5 Gal. Cont., 15" Min. Ht.	1/L1.1
	12	Mahonia aquifolium 'Compacta'	Compact Oregon Grape	5 Gal. Cont., 15" Min. Ht.	1/L1.1
	20	Potentilla fruticosa 'Gold Drop'	Shrubby Cinquefoil	5 Gal. Cont., 18" Min. Ht.	1/L1.1
	17	Berberis t. a. 'Crimson Pygmy'	Crimson Pygmy Barberry	5 Gal. Cont., 15" Min. Ht.	1/L1.1
	9	Pinus mugo mugus 'Slowmound'	Dwarf Mugo Pine	5 Gal. Cont., 15" Min. Ht.	1/L1.1
	12	Prunus laurocerasus 'Otto Luyken'	English Laurel Otto Luyken	5 Gal. Cont., 24" Min. Ht.	1/L1.1
	11	Prunus cistena	Cistena Plum	5 Gal. Cont., 24" Min. Ht.	1/L1.1
	20	Buxus koreana 'Wintergreen'	Wintergreen Boxwood	5 Gal. Cont., 18" Min. Ht.	1/L1.1
	16	Prunus glandulosa	Dwarf Flowering Almond	5 Gal. Cont., 18" Min. Ht.	1/L1.1
	18	Juniperus s. 'Tamariscifolia'	Tam Juniper	5 Gal. Cont., 8" Min. Ht.	1/L1.1

Misc. Materials

Symbol	Description	Size	Detail
	Poa pratensis – Kentucky Bluegrass Blend from a Local Source. Install over a 4 inch depth of Topsoil. Mix in a 2 inch depth of Soil Pep.	Sod	4/L1.1
	Shredded Bark Mulch – Install a 3 inch depth over Dewitt Pro5 Weed Barrier or equal. Mulch to be used in all Planting Areas. Mulch to be a dark color. Submit Sample for Approval.		4/L1.1
	4" x 6" Concrete Mowstrip – Install Flush to all Concrete Edges between Lawn and Planting Areas.		4/L1.1

Plant Quantities Provided for Bidding Purposes Only. If there is a Discrepancy between Plant Legend Quantities and Plants Shown on the Plan, Plans take Precedence over Plant Legend.

Scale: 1" = 20'

Site Data

Zone = SC-1 Commercial
Site Area = 114,219 s.f. (2.62 ac.)
Landscape Area Required = 34,266 s.f. (30%)

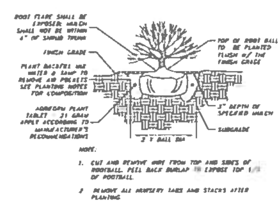
Overall Development
Landscape Area Provided = 41,294 s.f. (36.2%)

Landscape Keynotes

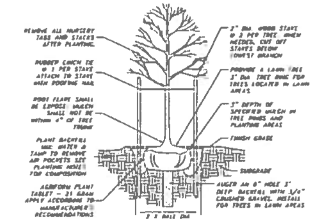
1. New Lawn
2. New Planting Bed
3. Concrete Mowstrip
4. Landscape by Others
5. Future Landscape Area
6. Existing Landscape to Remain

Irrigation Notes:

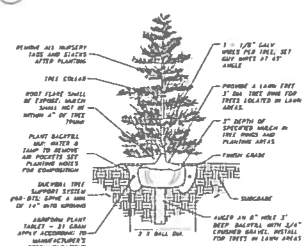
1. All landscape material shall be fully irrigated by an automatic irrigation system. See Sheet L2.1 Irrigation Layout & L3.1 for Details.



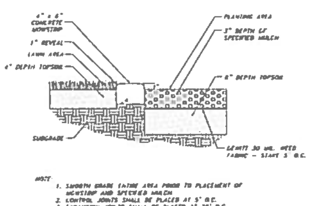
1 SHRUB PLANTING
Not to Scale



2 DECIDUOUS TREE PLANTING
Not to Scale



3 EVERGREEEN TREE PLANTING
Not to Scale



4 CONCRETE MOWSTRIP
Not to Scale

Landscape Notes:

1. Plant material quantities are provided for bidding purposes only. It is the contractors responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant legend quantities.
2. Contractor shall call 811 before excavation for plant material.
3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
4. The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
5. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
6. See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
7. Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
8. All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurserymen, Inc. In addition, all new plant material shall be of specimen quality.
9. The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.
10. Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.
11. It is the contractors responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.
12. The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants.
13. The contractor shall install all landscape material per plan, notes and details.
14. All existing and relocated trees shall be properly protected. Trees damaged during construction shall be replaced at no cost to the owner.
15. Plant names are abbreviated on the drawings, see plant legend for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
16. No grading or soil placement shall be undertaken when soils are wet or frozen.
17. Existing topsoil to be stripped and stockpiled for landscape use. Contractor shall verify existing topsoil amounts and quality with the general contractor. The landscape contractor shall perform a soil test on existing & imported topsoil and amend per soil test recommendations. Soil test to be done by certified soil testing agency. Provide new imported topsoil as needed from a local source. Imported topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. Topsoil to be installed in all landscaping areas.
18. Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils.
19. Provide a 8 inch depth of stockpiled or imported topsoil in all shrub areas.
20. All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
21. Plant Backfill Mix shall be composed of 3 parts Topsoil to 1 Part Soil Pep, and shall be mixed on-site prior to installation. All plants to receive 20-10-5 'Agriform' brand 21 gram tablets applied per manufacturer's recommendations. Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed.
22. All new plants to be balled and burlapped or container grown, unless otherwise noted on plant legend.
23. Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive a 4 inch depth of specified mulch over Dewitt Pro5 Weed Barrier or equal. Mulch shall be evenly spread on a carefully prepared grade free of weeds. The top of mulch should be slightly below finish grade and concrete areas. Weed barrier and mulch not to be used in seasonal annual beds and groundcover areas.
24. All deciduous trees to be double staked and evergreen trees to be guyed per tree staking details. It is the contractors responsibility to remove tree staking in a timely manner once staked trees have taken root. Trunks sensitive to winter damage to be wrapped in the fall to protect the tree bark from the winter sun. Tree wrap to be removed the following spring. Deciduous Tree ties to be V.I.T. Cinch-Ties #CT32. Evergreen Tree Guying to be Duckbill Tree Support System #68-BTS.
25. Install concrete mowstrip between lawn and planting areas. Curbing to be installed level and uniform and shall match top finish grades of concrete walks and curbs. See concrete mowstrip detail.
26. Provide a 4 inch depth of stockpiled or imported topsoil in all lawn areas.
27. Sod must be premium quality, evenly cut, established, healthy, weed and disease free, and from an approved source.
28. All lawn areas to have uniform grades by float raking. Prior to laying sod, apply a starter fertilizer at a rate recommended by the manufacturer. Sod must be laid with no gaps between pieces on a carefully prepared topsoil layer. Sod to be slightly below finish grade and concrete walks and curbing. The laid sod must be immediately watered after installation. Any burned areas will require replacement. Adjust sprinkler system to assure healthy green survival of the sod without water waste.
29. All trees located in lawn areas shall have a 36 inch diameter sod-free ring with a 4 inch depth of specified mulch. All trees in turf to have a 8" wide x 3' deep augured hole filled with 3/4" crushed gravel. See tree planting details.
30. The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance.
31. Landscape maintenance shall be required for a period through the second mowing of the lawn (30 days minimum) and shall include mowing, weeding, pruning and one fertilization. In addition to the initial maintenance period, the contractor shall provide a separate price to extend the maintenance period through the one-year warranty period. Maintenance requirements shall be as follows:
    1) Weekly mowing of the lawn, including discarding of all grass materials off-site at no cost to Owner.
    2) Weekly edging along all sidewalks and concrete mow curbs.
    3) Weekly weeding of all planting beds as required.
    4) Pre-emergent herbicide application in early spring.
    5) Fertilization of all lawn areas (5 applications) as follows: Mid-April, End of May, Early July, Early Sept., and End of October.
    6) Fertilization of all trees and shrubs (1 application) as follows: End of April
    7) Spring clean-up of all planting beds and lawn areas.
    8) Aeration of all lawn areas with mechanical aerator.
    9) Fall clean-up of all leaves and debris to prepare for winter months.

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

Designed by:	JRM
Drafted by:	JRM
Client Name:	Amsource
	03-7215

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South

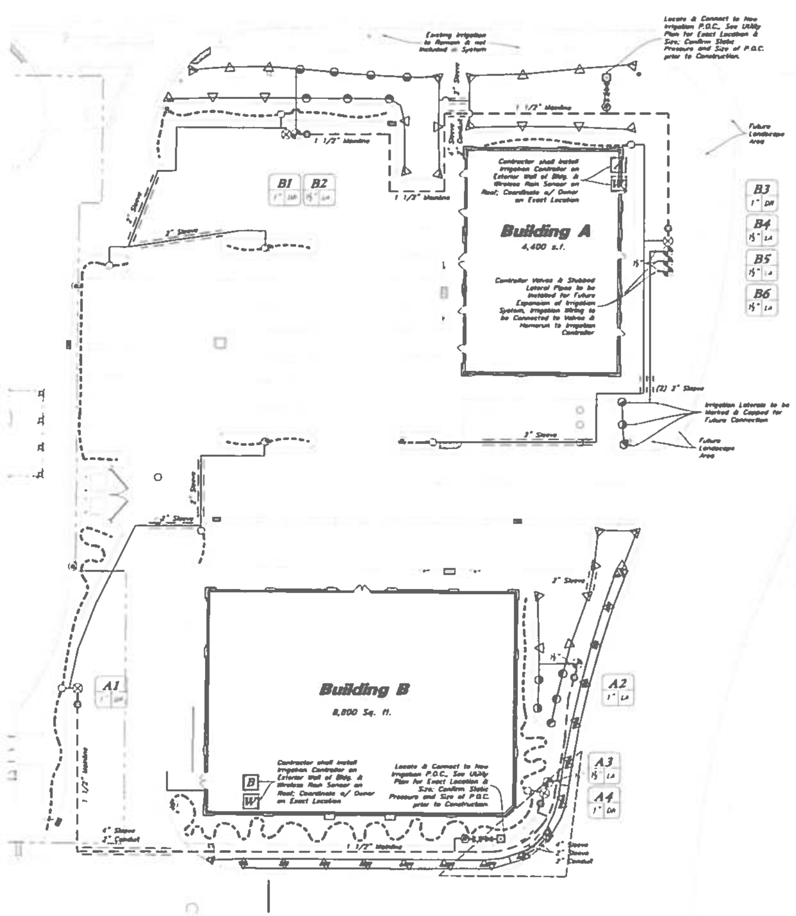
Landscape Plan

Cedar Hills Retail Center
4800 West Cedar Hills Drive
Cedar Hills, Utah

State of Utah – Jared R. [illegible] – Licensed Landscape Architect

25 Sep. 2014

SHEET NO.
L1.1



Irrigation Legend

Sprayheads

Symbol	Manufacturer/Model #	Description	Notes	Detail
	Hunter PROS-04-PRS40-MP1000XX	4" Pop-Up Sprayhead w/ MPR Rotator Nozzle as Required	Adjust Radius Reduction Screws as Needed to Achieve Appropriate Radii Coverages	18/L3.1
	Hunter PROS-04-PRS40-MP2000XX	4" Pop-Up Sprayhead w/ MPR Rotator Nozzle as Required	Adjust Radius Reduction Screws as Needed to Achieve Appropriate Radii Coverages	18/L3.1
	Hunter PROS-04-PRS40-MP3000XX	4" Pop-Up Sprayhead w/ MPR Rotator Nozzle as Required	Adjust Radius Reduction Screws as Needed to Achieve Appropriate Radii Coverages	18/L3.1
	Hunter PROS-04-PRS40-MPSSXXX	4" Pop-Up Sprayhead w/ MPR Rotator Nozzle as Required	Adjust Radius Reduction Screws as Needed to Achieve Appropriate Radii Coverages	18/L3.1

Valves

Symbol	Manufacturer/Model #	Description	Notes	Detail
	Rain Bird 100-PESB Rain Bird 150-PESB	1 Inch Remote Control Valve 1 1/2 Inch Remote Control Valve	Install in Standard Valve Box w/ 3" Depth of Gravel over Weed Barrier; Refer to Plan for Location of Valve and Sizes	7/L3.1
	Rain Bird XCZ-100-PRB-COM	1 Inch Remote Control Valve	Drip Control Zone Kit; Install 1 in Standard Valve Box w/ 3" Depth of Gravel over Weed Barrier	8/L3.1
	Rain Bird 33DLRC	3/4" Quick Coupler Valve	Provide: 2 Valve Keys (Rain Bird 33-DK) & 2 Swivel Hoses (Rain Bird SH-0); Install in 10" Round Valve Box w/ 3" Depth of Gravel over Weed Barrier	10/L3.1
	Nibco T-580-A (Brass)	Isolation Ball Valve	Size to Match Line Size/Install in 10" Round Valve Box w/ 3" Depth of Gravel over Weed Barrier	None
None	Manual Drain Valve	3/4 Inch Drain Valve	Install at all Low Points & in 10" Round Valve Box w/ Gravel Sump at 6" Depth over Weed Barrier	11/L3.1

Drip

Symbol	Manufacturer/Model #	Description	Notes	Detail
	PVC Pipe To 3/4" Distribution Tubing	Provide Connection Fittings	Install 1" Feeder Line To All Drip Areas	13/L3.1
	Rain Bird XT-700 Rain Bird XQ-100 Rain Bird XB-10PC / XB-20PC(Tree) Rain Bird TS025 Rain Bird DBC-025 Rain Bird MDCFCAP	3/4" Distribution Tubing - Pipe shown on Plan is Schematic; Adjust as Needed 1/4" Distribution Tubing - Install one per Emitter Xeri-Bug Emitter (1 Gal/hr)-1 per Per., 2 per Shb./Orn. Grass/Gdcvr., 4 per Tree Tie Down Stake - Tubing to be Staked every 3' Diffuser Bug Cap - Install one per Emitter Removable Flush Cap - Install at the End of Each Line		14/L3.1

P.O.C. Components

Symbol	Manufacturer/Model #	Description	Notes	Detail
	Mueller Oriseal Mark II	Stop & Waste Valve	1 1/2 Inch Size; Installed in 10" Round Valve Box	6/L3.1
	Amiad Filter	Secondary Water Filter	1 1/2 Inch Plastic Filter w/ 300 Micron Stainless Steel Weave-Wire Screen Filter Element; Install in Jumbo Valve Box w/ Gravel Sump at 6" Depth over Weed Barrier	17/L3.1
	Watts 223-HP Series	Pressure Regulator	1 1/2 Inch Size; Install in Standard Valve Box w/ 3" Depth of Gravel over Weed Barrier Install as Needed; See Irrigation Note 28.	none

Pipes

Symbol	Manufacturer/Model #	Description	Notes	Detail
— — —	Schedule 40 PVC	Mainline Pipe	1 1/2 Inch Size Throughout/Rated ASTM D 1784	8/L3.1
———	Schedule 40 PVC	Lateral Line Pipe	See Plan for Pipe Sizes; Pipes unmarked to be 1 Inch; Minimum pipe size to be 1 Inch for PVC Pipe	8/L3.1

Controller

Symbol	Manufacturer/Model #	Description	Notes	Detail
A	Rain Bird ESP12LXMM Rain Bird ESPLXMSM4	12 Station Controller w/ 4 Station Module in Locking Metal Cabinet	See Plan for Location of Controller; Coordinate 120 Volt Power Supply With Building Electrical Contractor; Controller to be "Hardwired" in Module	16/L3.1
W	Rain Bird WR2-RFC	Wireless Rain/Freeze	Mount on Roof; Install per Manufacturer's Specifications;	None

Sleeving

Symbol	Manufacturer/Model #	Description	Notes	Detail
= = =	Schedule 40 PVC	Provide for Irr. Mainlines, Laterals, and Controller Wire Located under Concrete and Asphalt Paving at specified depths	Contractor shall Coordinate the Installation of Sleeving with the Installation of Concrete Flatwork and Asphalt Paving. All Sleeving is by the Landscape Contractor unless otherwise noted.	12/L3.1

A1 — Controller/Station
Valve Size — 1" | DR — Watering Type (DR-Drip / LA-Lawn)

Irrigation Controller Valve Sch. A (Building A)

Valve Data					Hydraulic Data	
#	Size	Head Type	GPM	PSI	Landscape Zone	Prec. Rate-inch/hr
1	1"	Drip	2.8	30	Plantings-Sun	Drip
2	1"	Spray	7.8	40	Lawn-Sun	0.45
3	1 1/2"	Spray	14.5	40	Lawn-Sun	0.45
4	1"	Drip	2.8	30	Plantings-Sun	Drip

Irrigation Controller Valve Sch. B (Building B)

Valve Data					Hydraulic Data	
#	Size	Head Type	GPM	PSI	Landscape Zone	Prec. Rate-inch/hr
1	1"	Drip	2.5	30	Plantings-Sun	Drip
2	1 1/2"	Spray	18.8	40	Lawn-Sun	0.45
3	1"	Spray	3.2	40	Lawn-Sun	0.45
4	1 1/2"	Spray	2.2	40	Lawn-Sun	0.45
5	1 1/2"	Spray	Future Valves	Lawn-Sun	0.45	
6	1 1/2"	Spray	Future Valves	Lawn-Sun	0.45	

1. Irrigation Zone 3 (Drip) to be Modified & Extended for Future Landscape Extension.
2. Irrigation Zone 4 (Spray) to be Modified & Extended for Future Landscape Expansion.
3. Irrigation Zones 5 & 6 (Spray) to be Used for Future Landscape Expansion. Irrigation Controller to be Adjusted for Future Controller Wires to be Connected to Valves & Homerun To Controller

Scale: 1" = 20'

General Irrigation Note

Main Service Line & Other Irrigation Components Are Shown in Paved Or Hardscape Surfaced For Clarity Purposes ONLY! Install All Irrigation Components within Landscaped Areas.

Irrigation Notes:

1. See Sheet L1.1 for Landscape Plan.
2. See Sheet L3.1 for Irrigation Details.

Irrigation Notes:

1. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
2. The irrigation contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
3. The contractor shall provide all materials, labor and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.
4. See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
5. Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personal injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
6. The Owner/Landscape Architect has the right to reject any and all irrigation material not conforming to the plans and specifications.
7. The contractor shall install all irrigation material per plan, notes and details.
8. Irrigation system components must be premium quality only and installed to manufactures requirements and specifications. The contractor is responsible for checking state and local laws for all specified materials and workmanship. Substitutions must be approved by landscape architect. Provide owner and maintenance personnel with instruction manual and all products data to operate, check, winterize, repair, and adjust system.
9. Irrigation system guarantee for all materials and workmanship shall be one year from the time of project acceptance. guarantee will include, but is not limited to winterizing, spring activation, repair, trench settling, backfilling depressions, and repairing freeze damage. Contractor must contact Landscape Architect to schedule pre and post guarantee inspection meetings. Failure to do so will mean the official guarantee period has not been activated or de-activated.
10. Irrigation system check must be done before the system is backfilled. Irrigation mainline and each control valve section must be flushed and pressure checked. Assure the complete system has no documented problems and full head to head coverage with adequate pressure for system operation. Adjust system to avoid spray on building, hardscape, and adjacent property. Any problems or plan discrepancies must be reported to the landscape architect.
11. Irrigation laterals must be schedule 40 P.V.C. with schedule 40 fittings. one (1) inch minimum size. Solvent weld all joints as per manufactures specifications for measured static p.s.i. Teflon tape all threaded fittings. The minimum depth of lateral lines shall be twelve (12) inches. Flows in g.p.m. for un-sized lines or changes shall be (1 inch-9-12 g.p.m.), (1 1/4 inch-13-22 g.p.m.),(1-1/2 inch-23-30 g.p.m.), (2 inch-31-50 g.p.m.), (2-1/2 inch-51-70 g.p.m.), (3 inch-71-110 g.p.m.). Adapt system to manual compression or blowout.
12. Irrigation mainline that are 3" and smaller mainlines shall be schedule 40 PVC pipe with schedule 40 fittings. Solvent weld all joints as per manufactures specifications for measured static pressure. Use teflon tape on all threaded joints. Line depth must be eighteen (18) inches minimum.
13. The design and layout of all sprayheads shall provide for a minimum 60% DU (Distribution Uniformity) and 70% DU for rotor type heads.
14. Maximum flow velocity in any pipe shall not exceed 5 ft/s.
15. Controller valves to be grouped together wherever possible. Install valve boxes with long side perpendicular to walk, curb, lawn, building or landscape features. Valve boxes to conform with finish grades.
16. Control valve wire shall be #14 single conductor white for common wire, and #14 single conductor for the hot wire. Use red for the hot wire on all lawn control valve zones, green on all shrub control valve zones, and blue (2) as spares along the entire main service line. Spare wires shall be "home run" to the controller. All wiring shall be UF-UL rated. All connections shall be made with water tight connectors, and contained in control valve boxes. Provide 36" extra wire length at each remote control valve in valve box. Install control wiring with main service line where possible, taped to the underside of the piping at regular intervals. Provide slack in control wires at all changes in direction.
17. Control valve size, type, quantity, and location to be approved by landscape architect. Install in heavy duty plastic vandal proof box. Size boxes according to valve type and size for ease of maintenance and repair. Install one (1) cubic foot of pea gravel for sump in base of boxes. boxes to be Carson Brooks or equal.
18. Quick couplers shall be a Rain Bird 33DRC with a (one) 1 inch Lasco unitized swing joint assembly and 1" brass insert 90° ell outlet. Support with rebar in each retainer lug. Install where shown on the plans.
19. Irrigation system backfill must occur only after system check is completed as specified. Use only rock free clean fill around pipes, valves, drains, or any irrigation system components. Water settle all trenches and excavations.
20. All irrigation pipe running through walls, under sidewalk, asphalt, or other hard surface shall be sleeved prior to paving. It is the irrigation contractors responsibility to coordinate sleeving with concrete and pavement contractors. Sleeves will be schedule 40 P.V.C. The depth for mainline sleeves shall be eighteen (18) inches minimum. Depth for lateral sleeves shall be twelve (12) inches minimum. Sleeves shall be a minimum of two sizes larger than the pipe to be sleeved. All valve wiring shall be contained in separate sleeving.
21. Plans are diagrammatic and approximate due to scale. where possible, all piping is to be installed within the planting areas. No tees, ells, or changes in direction shall occur under hardscape.
22. It is the contractors responsibility to verify all quantities based upon the plan prior to completion of a construction cost estimate.
23. The irrigation contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent possible overspray onto walks, roadways, and/or buildings as much as possible. This shall include selecting the best degree of arc to fit the site and to throttle the flow control of each valve to obtain the optimum operating pressure for each system. All mainlines shall be flushed prior to the installation of irrigation heads.
24. All sprinkler heads shall be set perpendicular to finish grade of the areas to be irrigated and shall be installed 6-8" from buildings walls, or within 2" of pavement curbs, or header edges.
25. Drip system piping shall consist of a rigid schedule 40 PVC pipe distribution system connecting drip irrigated planter areas. Poly tubing or drip line shall be run off the rigid PVC in each planting area or island with a PVC to poly tubing adapter. No poly tubing shall run under pavement.
26. Electrical power source at the controller location shall be provided by electrical contractor. Contractor shall verify location of controller prior to installation with owner.
27. The sprinkler system design is based on the operating pressure shown on the irrigation drawings. The irrigation contractor shall verify water pressure prior to any construction. Report any difference between the water pressure indicated on the drawings and the actual pressure reading at the point of connection to the owner's authorized representative immediately.
28. Minimum static pressure at the point of connection required is 50 psi. If water pressure is above 90 psi, install pressure reduction valve, and set to an operating pressure of 75 psi at point of connection.
29. Provide and install all manufacturer's recommended surge and lighting protection equipment on all controllers.
30. All lines shall slope to manual drains (see details). If field conditions necessitate additional drains, these drains shall be installed for complete drainage of the entire system. Provide a gravel sump under each drain. All drains shall be a minimum of 6" below grade.
31. It shall be the responsibility of the sprinkler contractor to demonstrate to the Owner the proper winterization and start-up procedures for the entire system prior to final payment.
32. Irrigation maintenance shall be required for a minimum of 30 days and shall include adjusting controller clock, adjusting sprayheads, and monitoring irrigation system for defects. In addition to the initial maintenance period, the contractor shall provide a separate price to extend the maintenance period through the one-year warranty period. Maintenance requirements shall be as follows:
   1) Spring start-up of irrigation system at approximately April 15. This process shall be demonstrated with the Owner's maintenance staff present, so they are aware of what needs to be done following the one year maintenance period.
   2) Weekly cleaning of secondary water filter screen, or as required on a regular interval basis.
   3) Adjusting controller as required to adapt to changes in temperature as the growing season progresses.
   4) Monthly inspection or walkthrough of plant materials to see if there are any signs of irrigation components not working properly. All repairs or adjustments needed are to be a part of this process.
   5) Winterization (Blow-Out) of irrigation system following the approximate October 15 general turn down of the secondary water system. This shall also be demonstrated with the Owner's maintenance staff present.

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

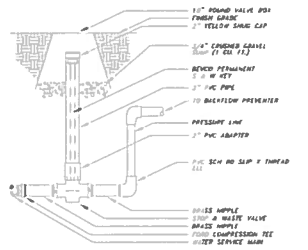
ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529

Irrigation Plan

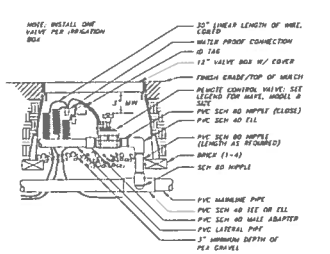
Cedar Hills Retail Center
4800 West Cedar Hills Drive
Cedar Hills, Utah

25 Sep. 2014

SHEET NO. L2.1



1 STOP & WASTE VALVE
NOT TO SCALE



2 REMOTE CONTROL VALVE
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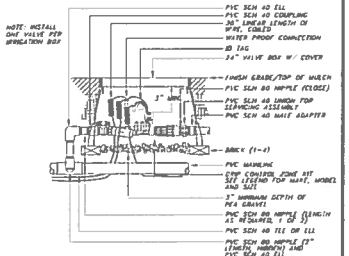

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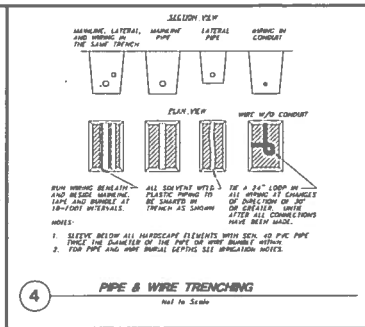

4 PIPE & WIRE TRENCHING
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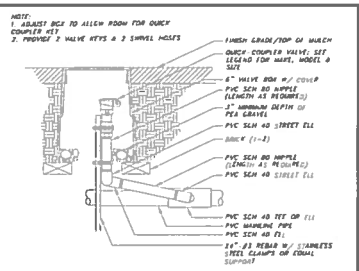
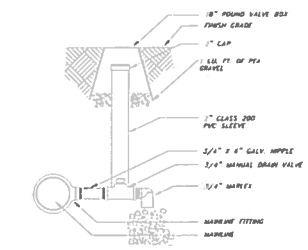


5 QUICK COUPLING VALVE
Not to Scale

NO.	DATE	REVISION
A	09/17	CITY COMMENTS

Designed by: DA
Drafted by: LC
Client Name
Annotations
03-72W



6 MANUAL DRAIN VALVE
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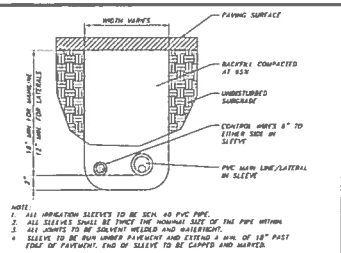

7 PIPE SLEEVING
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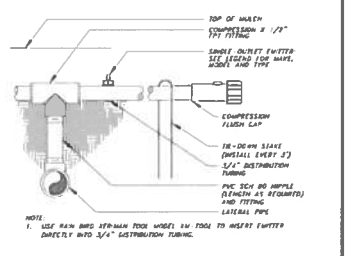

8 PVC TO POLY PIPE CONNECTION
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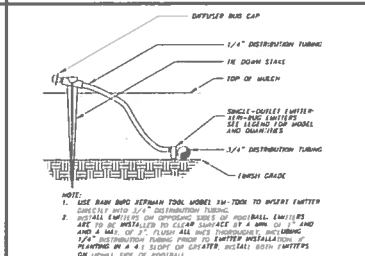

9 EMITTER INTO DISTRIBUTION TUBE
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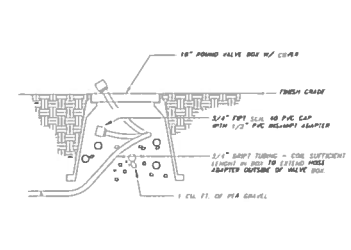
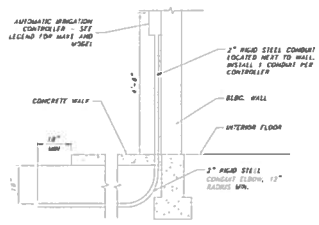
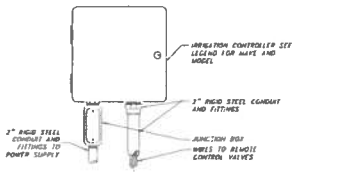


10 COMPRESSION FLUSH CAP
Not to Scale





11 IRR. CONTROLLER - OUTDOOR WALL MOUNT
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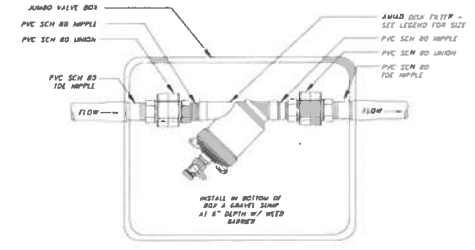

12 AMIAD SECONDARY WATER FILTER
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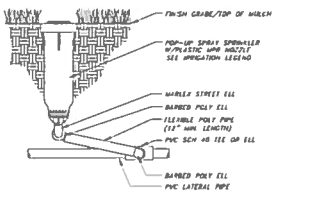


13 POP-UP SPRAY SPRINKLER
Not to Scale

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
2310 North Research Park Lane Cedar City, Utah 84720
(435) 586-9939 - www.gbengineering.net

Landscape & Irrigation Details

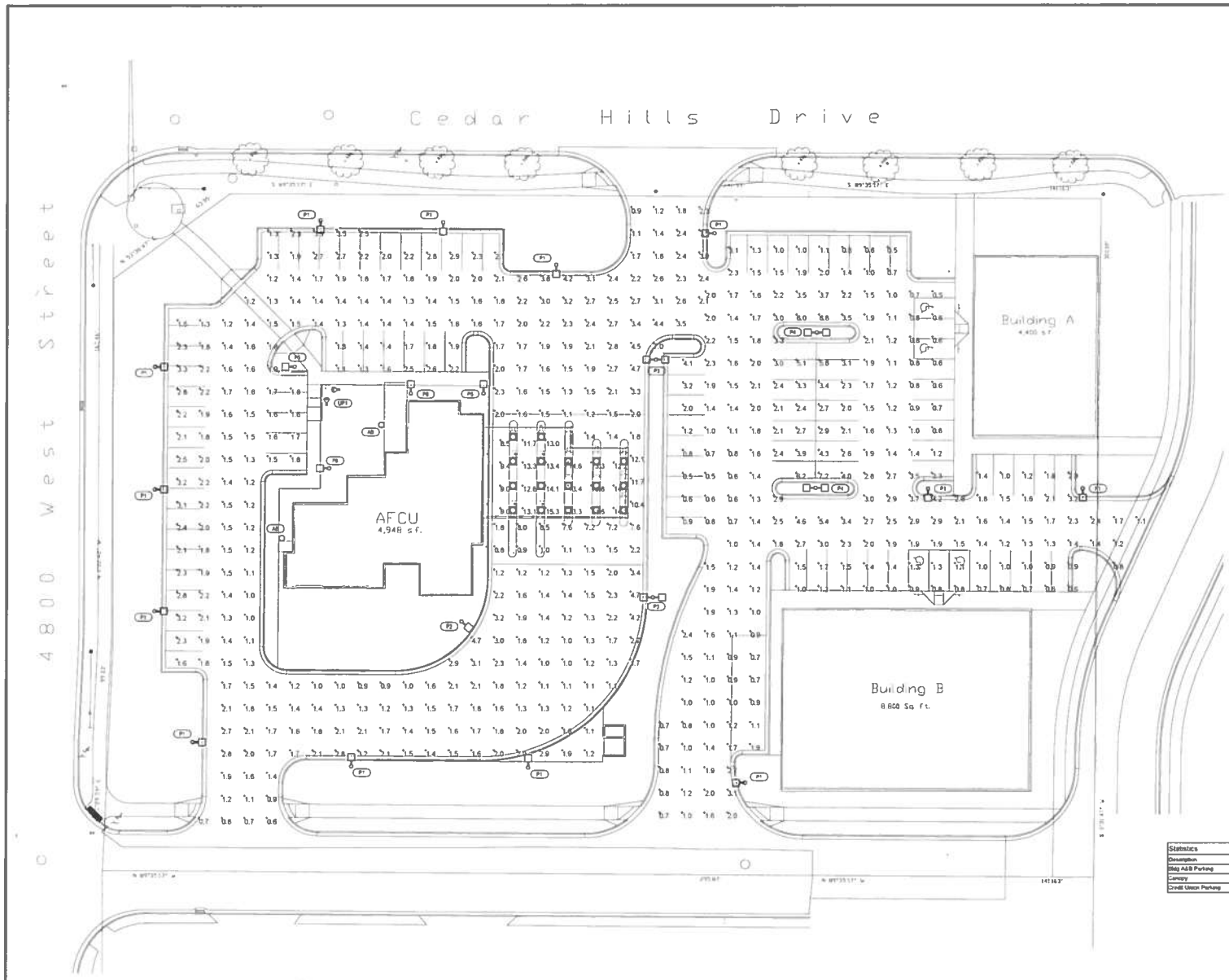
Cedar Hills Retail Center

4800 West Cedar Hills Drive
Cedar Hills, Utah

State of Utah — Licensed Landscape Architect — Jared R. Wenrich No. PLA005-1380

25 Sep. 2014

SHEET NO.
L3.1



Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Bldg A&B Parking	+	1.9 fc	7.2 fc	0.4 fc	18.0 1	4.5 1	0.3 1
Canopy	+	12.0 fc	15.3 fc	8.3 fc	1.8 1	1.5 1	0.8 1
Credit Union Parking	+	2.1 fc	12.1 fc	0.6 fc	20.2 1	3.5 1	0.2 1

ELECTRICAL SITE PLAN
SCALE 1" = 20'-0"
NORTH

ENVISION ENGINEERING
3440 West Ivanrio Ave, Suite 300
South Salt Lake City, UT 84115
p (801) 534-1230
f (801) 534-0000
www.envisioneng.com

REV #	DATE	DESCRIPTION

Designed by:
Drafted by:
Client Name:
Innovaccre / AFFCU
13-037SP

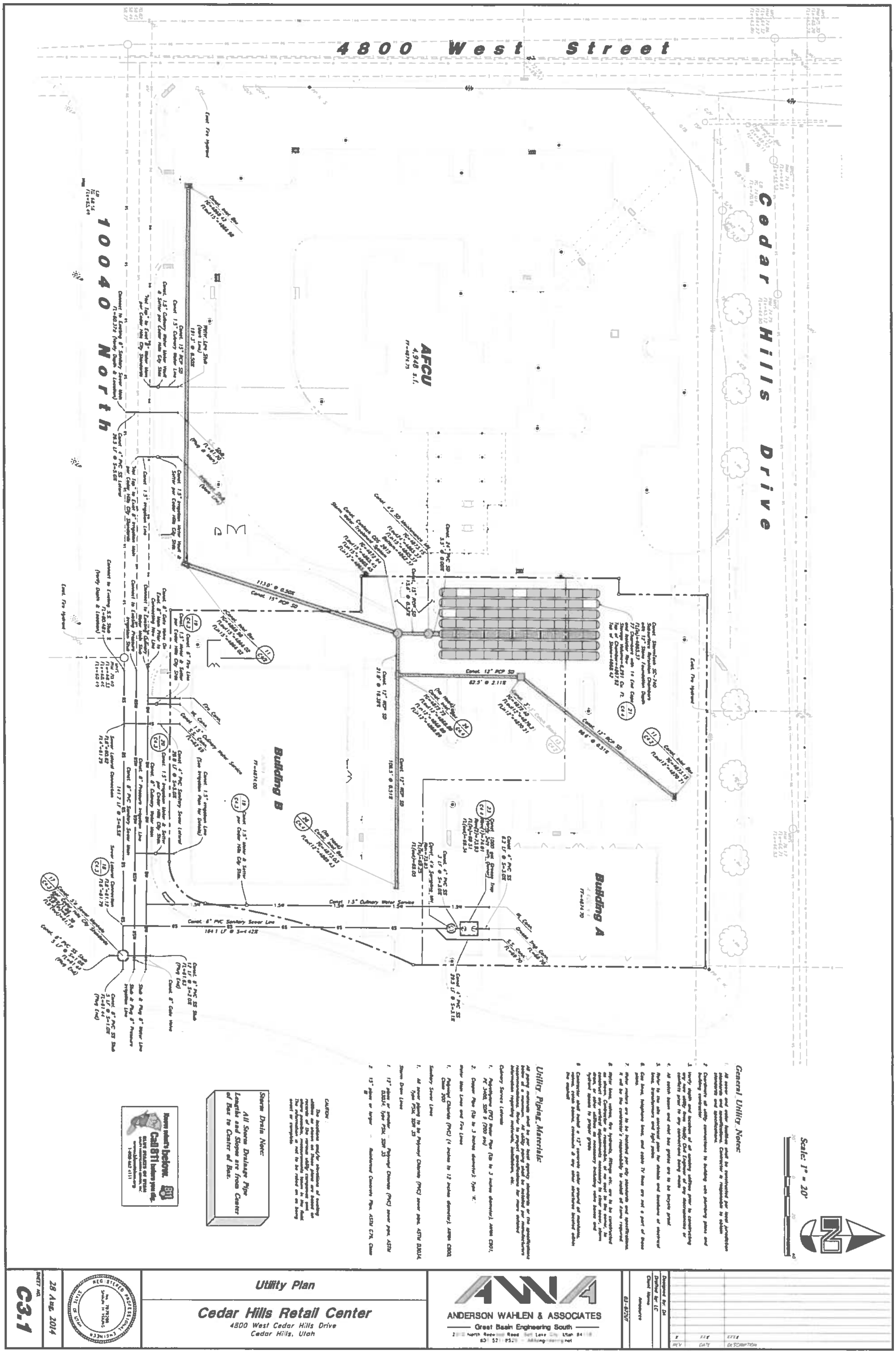
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road
Salt Lake City, Utah 84116
801 531-0320 - www.awa-engineering.net

SITE LIGHTING CALCULATIONS

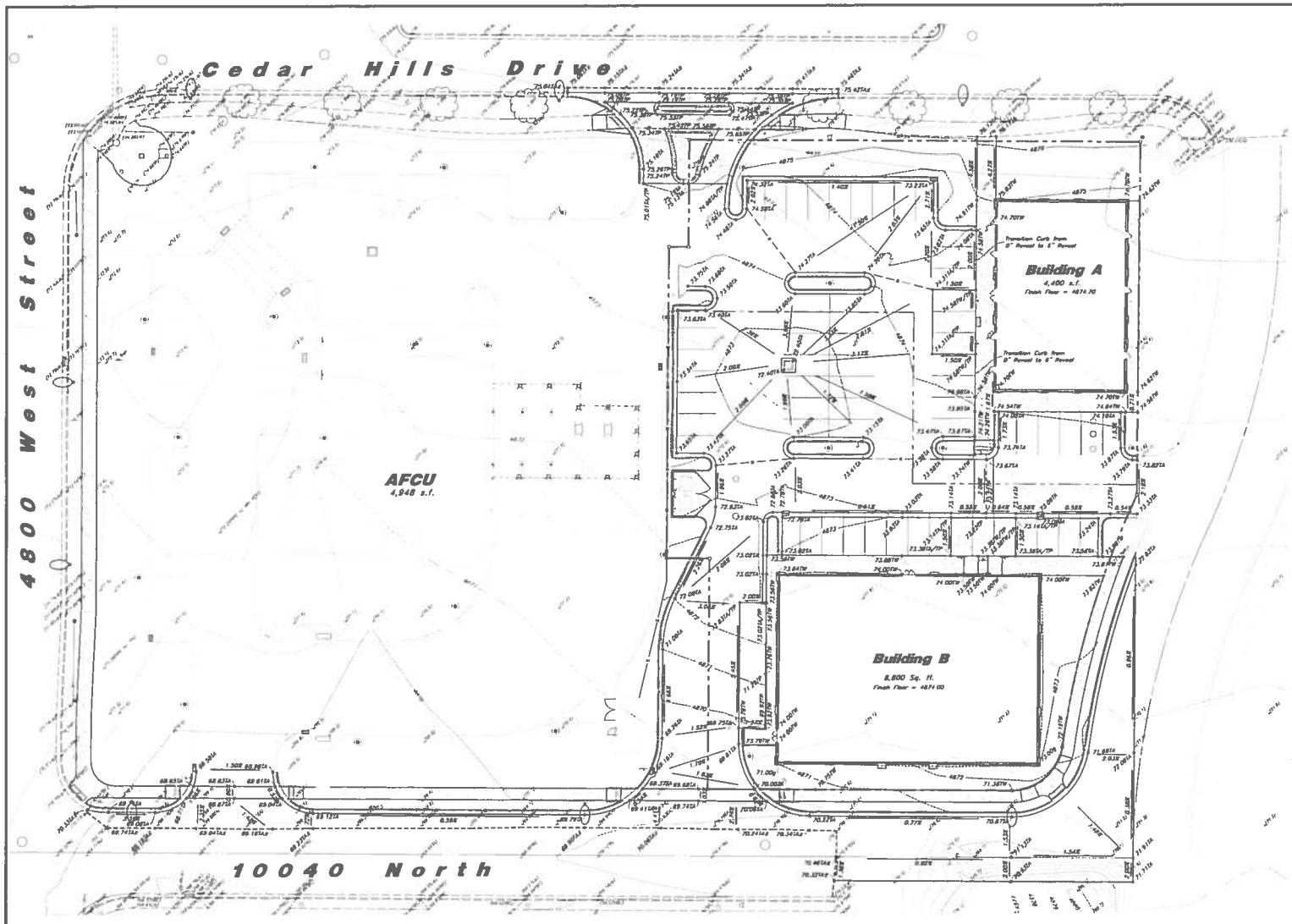
Cedar Hills Retail Center
4800 West Cedar Hills Drive
Cedar Hill, Utah

13 Mar, 2014

SHEET NO.
ES101



4800 West Street
Cedar Hills Drive
10040 North
AFCU
Building A
Building B
Scale: 1" = 20'
General Utility Notes
Utility Piping Materials
Storm Drain Note:
All Storm Drainage Pipe Lengths and Slopes are from Center of Box to Center of Box.
Know what's below. Call 811 before you dig.
Utility Plan
Cedar Hills Retail Center
4800 West Cedar Hills Drive
Cedar Hills, Utah
ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
28 Aug 2014
C3.1



Scale: 1" = 20'

General Grading Notes:

1. All grading shall be in accordance with the project geotechnical study.
2. Cut slopes shall be no steeper than 3 horizontal to 1 vertical.
3. Fill slopes shall be no steeper than 3 horizontal to 1 vertical.
4. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by a Geotechnical Engineer.
5. Areas to receive fill shall be properly prepared and approved by a Geotechnical Engineer prior to placing fill.
6. Fills shall be benched into competent material as per specifications and geotechnical report.
7. All trench backfill shall be tested and certified by a Geotechnical Engineer.
8. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
9. The final compaction report and certification from a Geotechnical Engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
10. Dust shall be controlled by watering.
11. The location and protection of all utilities is the responsibility of the permittee.
12. Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading process.
13. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the City Engineer.
14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
16. Aggregate base shall be compacted per the geotechnical report prepared for the project.
17. The recommendations in the following Geotechnical Engineering Report by CDH are included in the requirements of grading and site Preparation. The Report is titled "Proposed America First Credit Union Southeast Corner of Cedar Hills Drive and 4800 West, Cedar Hills, UT"

    Project No. 1242-013-14
    Dated: January 14, 2014

18. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
19. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.
20. Contractor will be responsible to phase the construction development so that storm water improvements and storm water facilities including detention or retention improvement facilities are constructed and functional prior to an offsite storm water release and take necessary construction precautions so that no offsite flooding will occur.

Curb and Gutter Construction Notes:

1. Open face gutter shall be constructed where drainage is directed away from curb.
2. Open face gutter locations are indicated by shading and notes on the grading plan.
3. It is the responsibility of the surveyor to adjust top of asphalt grades to top of curb grades at the time of construction staking.
4. Refer to the typical details for a standard and open face curb and gutter for dimensions.
5. Transitions from open face to standard curb and gutter are to be smooth, hand form these areas if necessary.

ADA Note:
Contractor must maintain a running slope on Accessible routes no steeper than 5.0% (1.76). The cross slope for Accessible routes must be no steeper than 2.0% (1.50). All Accessible routes must have a minimum clear width of 36". If Grades on plans do not meet this requirement notify Consultant immediately.
The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of the ADA (ICC/ANSI A117.1-Latest Edition) and/or FHAA.

No.	Date	Revision
1	7/7/14	Revised per City comments
2	7/17/14	Revised per City comments
3	8/28/14	Revised per City comments

Designed by: DA
Drafted by: LC
Client Name
Ameserco
BJ-672CP

ANDERSON WAHLEN & ASSOCIATES
Great Basin Engineering South
23 E. Center Street, Suite 200, Provo, UT 84606
Phone: 801.377.8220 Fax: 801.377.8223
www.awa-inc.com

Grading Plan

Cedar Hills Retail Center

4800 West Cedar Hills Drive
Cedar Hills, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 7879298
SHAUN M YOUNG
STATE OF UTAH

28 Aug. 2014

SHEET NO.
C2.1

FALCON TRAFFIC

August 28, 2014

Mr. David Bunker, PE
City Manager/City Engineer
Cedar Hills
10246 North Canyon Road
Cedar Hills, Utah 84062

Re: Traffic Study Proposal – America First Cedar Hills

Dear David,

Anderson, Wahlen Associates contacted me about the concerns related to the phasing of the roads around this development. The traffic study anticipated that the 4700 West Street that connects to the Walmart Access would be in place with this development. Due to other development issues outside of America First's control, this road will not be constructed until the America First and the development outparcels are constructed. The question at hand is how will the elimination of Access C from the traffic study affect traffic circulation.

In the traffic impact study, Figure Four showed the projected site generated traffic. This showed that Access C had 19 outbound trips and 7 inbound trips. If Access C is delayed, these trips will need to circulate through other accesses to the site. The following is the logic behind the re-projected traffic distributions in this report:

- Of the 19 outbound trips at Access C, 11 were projected to make a left turn at the 4700 West and Cedar Hills Intersection. These 11 trips would make right turns out of Access D and then right turns from Hart Street onto 4800 West. As right turns are not a critical movement in an unsignalized analysis, these will have an acceptable level-of-service and do not need to be further analyzed.
- Of the 19 outbound trips at Access C, 8 were projected to make a right turn at the 4700 West and Cedar Hills Intersection. These 8 trips would make right turns out of Access B onto Cedar Hills Drive. As right turns are not a critical movement in an unsignalized analysis, these will have an acceptable level-of-service and do not need to be further analyzed.
- Of the 7 inbound trips at Access C, these all came along Cedar Hills Parkway and only used Access C as it was the closest to those developments. Therefore, these vehicles will just access the site through Access B until Access C becomes available. As right turns are not a critical movement in an unsignalized analysis, these will have an acceptable level-of-service and do not need to be further analyzed.

9221 South Falcon Way, Sandy, UT 84093
(801) 395-4054 fax (801) 942-7553
randywahlen@comcast.net

- It was projected that 24 vehicles per hour would turn left from Cedar Hills Drive onto 4700 West and then turn onto Hart Street. These were then projected to access the America First through Hart Street Access A. These cars would need to continue along Cedar Hills Drive and then make a left turn at the 4800 West and Cedar Hills Drive signal. This westbound left turn at the signal has plenty of capacity and does not need to be re-analyzed. This traffic would then travel southbound on 4800 West and make a southbound left turn onto Hart Street. This would increase the southbound left turns from 41 cars on a temporary basis. It would also increase the eastbound left turns from Hart Street into Access A from 34 to 58 left turns. An HCS analysis of these two unsignalized intersections where left turns were increased was completed. This analysis is shown in detail in the appendix. The southbound left turn on 4800 West and Hart Street increased from 9.7 seconds/A to 9.9 seconds/A (this is not a significant impact). The eastbound left turn from Hart Street to Access A did not change with the increased trips (from 7.5 seconds/A to 7.5 seconds/A). As Hart Street remains a dead end until 4700 West is constructed, there is not enough opposing traffic to make Access A operate with more delay (even though there are more eastbound left turns).

To supplement the above discussion, Figure Four from the traffic study – Site Generated Traffic has been updated for the conditions while 4700 West is not constructed with trips shown as assumed above.

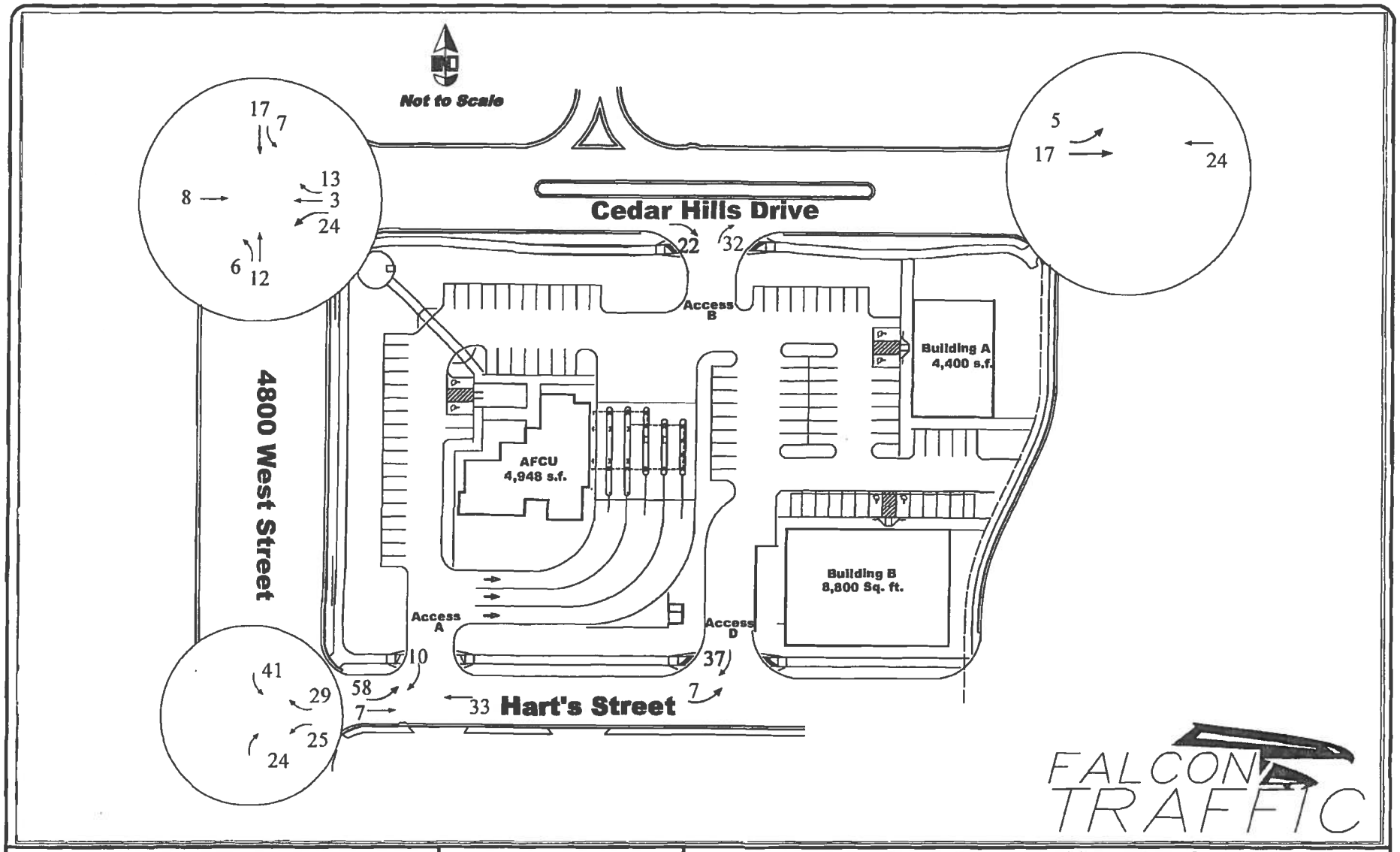
The discussion in this report shows that the changes to the phasing of 4700 West will not have a significant impact on traffic and should not change any of the traffic approvals to the America First development.

Please feel free to call if you have questions.

Sincerely,
Falcon Traffic

Randy Wahlen, PE
Principal

9221 South Falcon Way, Sandy, UT 84093
(801) 395-4054 fax (801) 942-7553
randywahlen@comcast.net



FALCON TRAFFIC ENGINEERING
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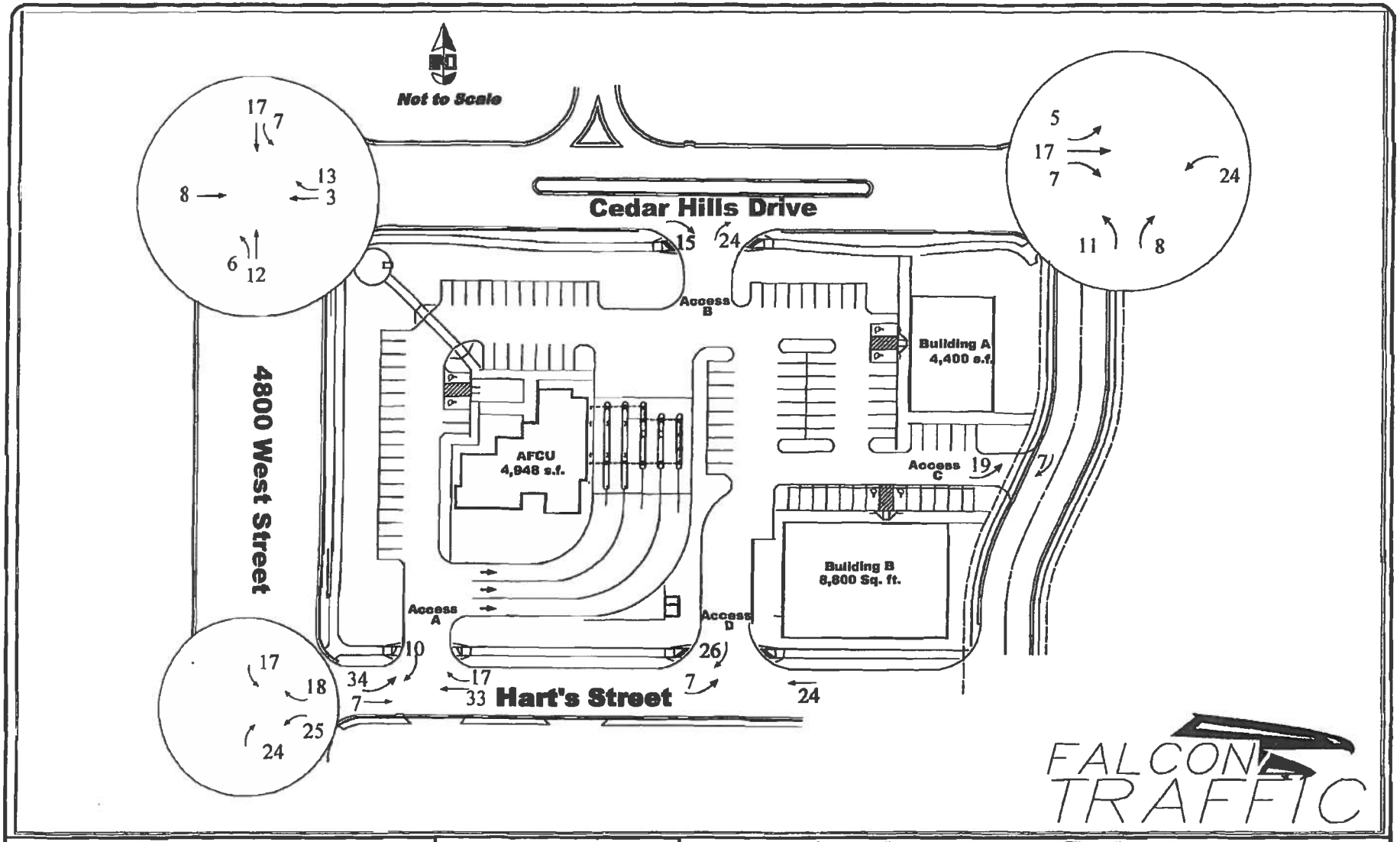
Figure Four A

America First Credit Union TIS
PM Peak - Site Generated Traffic without 4700 West



FALCON TRAFFIC ENGINEERING
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Phone: 801-396-4094 Fax: 801-942-7552

Figure Four

America First Credit Union TIS
PM Peak - Site Generated Traffic

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	*Falcon Traffic*	Intersection	*Hart's and 4800 W*
Agency/Co.		Jurisdiction	*Cedar Hills*
Date Performed	*3/10/2014*	Analysis Year	*2014 with Site*
Analysis Time Period	*PM Peak*		
Project Description	*America First Credit Union*		
East/West Street:	*Hart's Street*	North/South Street:	*4800 West*
Intersection Orientation:	*North-South*	Study Period (hrs):	*0.25*

Vehicle Volumes and Adjustments

Major Street	Northbound			Southbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume	0	694	24	83	612	0
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR	0	771	26	92	680	0
Percent Heavy Vehicles	0	--	--	0	--	--
Median Type	Two Way Left Turn Lane					
RT Channelized			0			0
Lanes	0	2	0	1	2	0
Configuration		T	TR	L	T	
Upstream Signal		0			0	

Minor Street	Westbound			Eastbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume	6	0	65	0	0	0
Peak-Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR	6	0	72	0	0	0
Percent Heavy Vehicles	0	0	0	0	0	0
Percent Grade (%)		0			0	
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	1	0	1	0	0	0
Configuration	L		R			

Delay, Queue Length, and Level of Service

Approach	NB	SB	Westbound			Eastbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration		L	L		R			
v (vph)		92	6		72			
C (m) (vph)		834	269		607			
v/c		0.11	0.02		0.12			
95% queue length		0.37	0.07		0.40			
Control Delay		9.9	18.7		11.7			
LOS		A	C		B			
Approach Delay	--	--	12.3					
Approach LOS	--	--	B					

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TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	*Falcon Traffic*	Intersection	*Hart's / America First*
Agency/Co.		Jurisdiction	
Date Performed	*3/10/2014*	Analysis Year	*2014 With*
Analysis Time Period	*PM Peak*		

Project Description *America First Cedar Hills*

East/West Street: *Hart's Street* | North/South Street: *America First*

Intersection Orientation: *East-West* | Study Period (hrs): *0.25*

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	58	7	42	0	93	0
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate (veh/h)	64	7	46	0	103	0
Proportion of heavy vehicles, P_{HV}	0	–	–	0	–	–
Median type	Undivided					
RT Channelized?			0			0
Lanes	1	1	0	1	1	0
Configuration	L		TR	L		TR
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	1	0	1	0	0	10
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate (veh/h)	1	0	1	0	0	11
Proportion of heavy vehicles, P_{HV}	0	0	0	0	0	0
Percent grade (%)	0			0		
Flared approach		N			N	
Storage		0			0	
RT Channelized?			0			0
Lanes	0	1	0	0	1	0
Configuration		LTR			LTR	

Control Delay, Queue Length, Level of Service

Approach	EB	WB	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L	L		LTR			LTR	
Volume, v (vph)	64	0		2			11	
Capacity, c_m (vph)	1502	1566		811			957	
v/c ratio	0.04	0.00		0.00			0.01	
Queue length (95%)	0.13	0.00		0.01			0.03	
Control Delay (s/veh)	7.5	7.3		9.4			8.8	
LOS	A	A		A			A	
Approach delay (s/veh)	--	--	9.4			8.8		
Approach LOS	--	--	A			A		

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CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	10/7/2014

City Council
Agenda Item

SUBJECT:	Discussion on SC-1 Commercial Zone, 4600 W Cedar Hills Dr.
APPLICANT PRESENTATION:	Doug Young & Cory Shupe
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager/City Planner

BACKGROUND AND FINDINGS:

Doug Young has requested to have a discussion with the City Council regarding the latest proposal, and the possibility of converting the project from a congregate care facility to an assisted living facility. Where a congregate care facility is not specifically mentioned in the Design Guidelines as a possible conditional use, an assisted living facility is listed as a conditional use. Cory has discussed this new proposal with the Planning Commission on two separate occasions.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

N/A

RECOMMENDATION:

Doug Young and Cory Shupe are soliciting feedback on their project, and would like some direction from the City Council on how to proceed.

MOTION:

No motion necessary, discussion item only.