



**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, April 2, 2013 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, April 2, 2013, 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 and Pledge
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)

REPORTS/ PRESENTATIONS/ RECOGNITIONS

4. Report/Update – Utah County Commission – Commissioner Gary Anderson
5. Review/Action on Adopting a Resolution recognizing Cedar Hills Champion, Kolin Powell

CONSENT AGENDA

6. Minutes from the February 19, 2013 City Council Meeting
Minutes from the March 5, 2013 City Council Meeting
Minutes from the March 19, 2013 City Council Meeting

CITY REPORTS AND BUSINESS

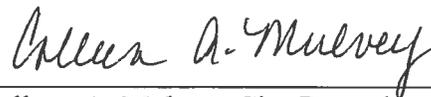
7. City Manager
8. Mayor and Council

SCHEDULED ITEMS

9. Review/Action of Consideration of a Resolution Amending the \$930,000 Utility Revenue Bonds, Series 2009 to the Lower Interest Rate of 3.020% Per Annum as a Reissuance; Authorizing a Supplemental Indenture of Trust, and Other Documents and Actions Required in Connection therewith; and Related Matters.
10. Review/Action on Resolution Indicating the Intent of the City of Cedar Hills to Adjust the Common Boundary with Pleasant Grove City (Earl Property)
11. Review/Action on Resolution Indicating the Intent of the City of Cedar Hills to Adjust the Common Boundary with Pleasant Grove City (Flinders Property)
12. Review/Action on Amendments to the City Code Title 4, Chapter 2, Nuisances
13. Fiscal Year 2014 Budget Presentation
14. Discussion on Family Festival

ADJOURNMENT

15. Adjourn



Colleen A. Mulvey, City Recorder

Posted this 29th day of March, 2013

- Supporting documentation for this agenda is posted on the City's Web Site at www.cedarhills.org.
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting to be held.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- 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:	4/2/2013

City Council Agenda Item

SUBJECT:	Cedar Hills Champion – Kolin Powell
APPLICANT PRESENTATION:	Yes
STAFF PRESENTATION:	David Bunker, City Manager
BACKGROUND AND FINDINGS:	
<p>As part of the Cedar Hills Champions Program, the city would like to recognize Kolin Powell. Kolin has been dedicated in his efforts to train and compete in the sport of BMX (Bicycle Motocross). BMX is an Olympic sport that is very demanding and requires a huge commitment of time and physical training. Kolin is the current 2012 State Champion for the 16 year old age group. He has helped and mentored both his brother Kaden and several other children in our area to get involved in racing and biking. He exemplifies the traits, abilities and drive that inspire others in our community to pursue their own personal goals and dreams.</p>	
PREVIOUS LEGISLATIVE ACTION:	
none	
FISCAL IMPACT:	
none	
SUPPORTING DOCUMENTS:	
Resolution recognizing Kolin Powell as a Cedar Hills Champion.	
RECOMMENDATION:	
Staff recommends the City Council approve and adopt the resolution.	
MOTION:	
To approve/not approve Resolution _____, a resolution recognizing Kolin Powell as a Cedar Hills Champion for his outstanding commitment to excellence, and his dedication to the sport of BXM (Bicycle Motocross).	

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING KOLIN POWELL AS A CEDAR HILLS CHAMPION FOR HIS OUTSTANDING COMMITMENT TO EXCELLENCE, AND HIS DEDICATION TO THE SPORT OF BMX (BICYCLE MOTOCROSS).

WHEREAS, the City of Cedar Hills wishes to fully recognize the time, dedication and effort that Kolin Powell has given to the sport of BMX (Bicycle Motocross), a physically demanding Olympic sport ; and

WHEREAS, Kolin Powell is the current 2012 BMX State Champion for the 16 year old age group; and

WHEREAS, Kolin Powell has helped and mentored others in our community, and exemplifies the traits, abilities and drive that inspire others to pursue their own personal goals and dreams.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Hills, Utah, and on behalf of the residents, hereby proclaims that April 3, 2013, be recognized as “Cedar Hills Champion, Kolin Powell Day”. With this the City of Cedar Hills wishes to recognize and sincerely thank Kolin Powell for the dedication and inspiration that he has provided to our community.

PASSED AND ORDERED RECORDED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 2ND DAY OF APRIL, 2013.

Gary R. Gygi, Mayor

ATTEST:

Colleen Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Charl Louw, Finance Director
DATE:	4/2/2013

City Council Agenda Item

SUBJECT:	Resolution on Utility Revenue Bond Refunding
APPLICANT PRESENTATION:	Marc Edminster, Lewis Young Robertson & Burningham
STAFF PRESENTATION:	Charl Louw
BACKGROUND AND FINDINGS: Proposal from Wells Fargo to refund the non-callable Series 2009, utility revenue bonds.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT: Potential Interest savings greater than \$200,000	
SUPPORTING DOCUMENTS: Current bond debt service and the new proposal.	
RECOMMENDATION: Staff recommends the City Council review the submitted resolution and supporting documentation with the intent of a motion.	
MOTION: To adopt/not adopt Resolution _____, A Resolution Amending the \$930,000 Utility Revenue Bonds, Series 2009 to the Lower Interest Rate of 3.020% per Annum as a Reissuance; Authorizing a Supplemental Indenture of Trust, and Other Documents and Actions Required in Connection therewith; and Related Matters.	

CITY OF CEDAR HILLS, UTAH
RESOLUTION REISSUANCE
APRIL 2, 2013

RESOLUTION NO. _____

A RESOLUTION AMENDING THE \$930,000 UTILITY REVENUE BONDS, SERIES 2009 (THE "SERIES 2009 BONDS") TO THE LOWER INTEREST RATE OF 3.020% PER ANNUM AS A REISSUANCE; AUTHORIZING A FOURTH SUPPLEMENTAL INDENTURE OF TRUST, AND OTHER DOCUMENTS; AND RELATED MATTERS.

WHEREAS, on March 3, 2009, the City Council (the "Council") of the City of Cedar Hills, Utah (the "Issuer") adopted resolution 3-3-2009A authorizing the issuance of its \$930,000 Utility Revenue Bonds, Series 2009 (the "Series 2009 Bonds") and sold them to Well Fargo Bank, National Association (the "Purchaser") bearing interest at the rate of 5.99% per annum on all Series 2009 Bonds; and

WHEREAS, the Series 2009 Bonds were issued pursuant to a General Indenture of Trust dated as of February 1, 2006 (the "General Indenture") and a Third Supplemental Indenture of Trust (the "First Supplemental Indenture"), dated as of March 1, 2009, between the Issuer and U.S. Bank National Association, as Trustee (the "Trustee"); and

WHEREAS, pursuant to Section 9.2 of the General Indenture the Indenture may be amended and supplemented to amend the interest rate and covenants pertaining to the Series 2009 Bonds, but only with the consent of 100% of the Registered Owners of the Series 2009 Bonds; and

WHEREAS, the Purchaser is the Registered Owner of 100% of the outstanding Series 2009 Bonds and it has consented to amend the Indenture related to the Series 2009 Bonds such that the interest rate will be reduced to 3.020% per annum on the unpaid principal amount of the Series 2009 Bonds and certain covenants will be amended; and

WHEREAS, the Issuer desires to accept the offer from the Purchaser and amend the Third Supplement Indenture to reduce the interest rate on the Series 2009 Bonds to 3.020% and certain covenants related to its Series 2009 Bonds; and

WHEREAS, to accomplish the purposes set forth in the foregoing recital, the Issuer desires to adopt a Fourth Supplement Indenture of Trust dated as of April 1, 2013, 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 "Fourth Supplemental Indenture" and collectively with the General Indenture and the prior supplemental indentures, the "Indenture") to reduce the interest rate on the Series

2009 Bonds to 3.020% and to amend Section 2.9 of the First Supplemental Indenture.; and

WHEREAS, the Issuer desires to reissue the Series 2009 Bonds to the Purchaser at the interest rate of 3.020% per annum upon delivery for cancellation of the original Series 2009 Bonds; and

WHEREAS, the reissued and amended Series 2009 Bonds shall be payable solely from the Revenues and other moneys pledged therefor in 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 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 reissuance and amendment of the Series 2009 Bonds, are hereby ratified, approved and confirmed

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

Section 4. The Issuer hereby authorizes the reissuance and amendment of the Series 2009 Bonds at the interest rate of 3.020% per annum, which shall be dated, and shall be issued as fully registered bonds, and shall mature as provided in the Indenture.

Section 5. The form, terms and provisions of the Series 2009 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, optional tender, 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 reissued and amended Series 2009 Bonds and to deliver said Series 2009 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

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

Section 7. The reissued Series 2009 Bonds shall be delivered to the Purchaser in accordance with the Waiver and Consent by the Purchaser presented to the Issuer.

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

Section 9. The appropriate officials of the Issuer, 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 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 10. After the amended Series 2009 Bonds are delivered by the Trustee to the Purchaser, and upon receipt of the original Series 2009 Bonds for cancellation as payment therefore, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2009 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. The form of the Fourth Supplemental Indenture authorized and approved hereby is 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 12. 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 13. 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 14. This Resolution shall take effect immediately upon its approval and adoption and the Issuer hereby finds and determines that adoption of this resolution is an administrative action as it incurs no debt, nor authorizes any new project, but merely administers existing financial commitments of the Issuer.

PASSED, APPROVED AND ADOPTED this April 2, 2013.

Mayor

ATTEST:

City Recorder

(S E A L)

RECORD OF PROCEEDINGS

The Council of the Issuer met in public session at the regular meeting place of the Council at 10640 North Clubhouse Drive in Cedar Hills, Utah, on April 2, 2013, 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
Stephanie Martinez	Councilmember
Jenney Rees	Councilmember
Scott Jackman	Councilmember
Trent Augustus	Councilmember
Daniel Zappala	Councilmember

Also present:

David Bunker	City Manager/Engineer
Colleen A. 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 and recorded by the City Recorder in the official records of the Issuer.

CERTIFICATE OF CITY RECORDER

I, Colleen A. Mulvey, the duly appointed and qualified City Recorder of the Issuer, do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the Council at a public meeting duly held on April 2, 2013 (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 April 2, 2013 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 April 2, 2013.

(S E A L)

City Recorder

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Colleen A. Mulvey, the undersigned City Recorder of the Issuer, do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time and place of the April 2, 2013 public meeting, held by the Issuer as follows:

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

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

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

In addition, the Notice of 2013 Annual Meeting Schedule for the Issuer, attached hereto, specifying the date, time and place of the regular meetings of the Council to be held during the 2013 calendar year was (1) posted on _____, 20____, at the principal office of the Council and (2) provided to at least one newspaper of general circulation within the Issuer on _____, 20____, and (3) posted on the Utah Public Notice Website on December 10, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 2, 2013.

City Recorder

(S E A L)

(Attach Meeting Notice and Notice of 2013 Annual Meeting Schedule, including proof of posting thereof on the Utah Public Notice Website)

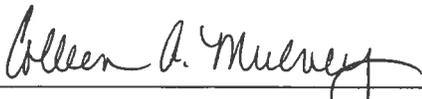


PUBLIC NOTICE OF REGULAR MEETINGS FOR THE CITY COUNCIL 2013

The City of Cedar Hills, Utah, hereby gives notice that the City Council will hold its regular meetings beginning at 7:00 p.m. at the Community Recreation Center, 10640 N Clubhouse Drive, on Tuesdays according to the following schedule:

MONTH	DATES	TIME
January	8 and 22	7:00 p.m.
February	5 and 19	7:00 p.m.
March	5 and 19	7:00 p.m.
April	2 and 16	7:00 p.m.
May	7 and 21	7:00 p.m.
June	4 and 18	7:00 p.m.
July	2 and 16	7:00 p.m.
August	6 and 20	7:00 p.m.
September	3 and 17	7:00 p.m.
October	1 and 15	7:00 p.m.
November	19 (election canvass)	7:00 p.m.
December	3 (holiday schedule)	7:00 p.m.

Posted this 10th day of December, 2012


Colleen A. Mulvey, City Recorder



NOTICING CERTIFICATE

STATE OF UTAH)
) §
COUNTY OF UTAH)

I, Colleen A. Mulvey, do hereby certify that I am the duly appointed, qualified City Recorder for the City of Cedar Hills, Utah. I do further certify that a true and correct copy of the Notice of Ordinances Passed for the following ordinance(s) was posted in the following three public places:

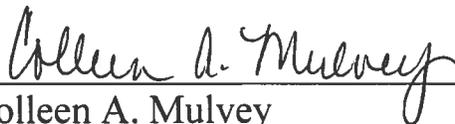
ORDINANCE NO. 12-4-2012A

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

- Posted at the Cedar Hills City Offices at 10246 N Canyon Road
- Posted at the Community Recreation Center, 10640 N Clubhouse Drive
- Posted at the Cedar Hills Fire Station, 3925 W Cedar Hills Drive

DATED this 14th day of December, 2012





Colleen A. Mulvey
City Recorder

EXHIBIT A

GENERAL INDENTURE OF TRUST

(See Transcript Document No. __)

EXHIBIT B

FOURTH SUPPLEMENTAL INDENTURE OF TRUST

(See Transcript Document No. __)

EXHIBIT C

PURCHASER CONSENT

(See Transcript Document No. __)

BLAISDELL & CHURCH, P.C.

Attorneys at Law

DAVID L. CHURCH
DAVID R. BLAISDELL
ERIC TODD JOHNSON
BRIANT S. PLATT
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5995 SOUTH REDWOOD ROAD
TAYLORSVILLE, UTAH 84123

eric@bcilaw.net
(801) 261-3407 (office)
(801) 261-3503 (fax)
(801) 520-5333 (cell)

April 16, 2013

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

Wells Fargo Bank, North America
ADDRESS

I have acted as bond counsel for the City of Cedar Hills, Utah County, Utah (the "Issuer"), in connection with the reissuance by the Issuer of its \$930,000 Utility Revenue Bonds, Series 2009 (the "Series 2009 Bonds"). The Series 2009 Bonds are being reissued pursuant to a parameters resolution of the Issuer adopted on May 15, 2012, a resolution of the Issuer adopted on April 2, 2013 (collectively, the "Bond Resolutions") authorizing a Fourth Supplemental Indenture of Trust dated as of April 1, 2013, supplementing a General Indenture of Trust dated as of February 1, 2006, as previously supplemented and amended (collectively the "Indenture"), and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"). The Series 2009 Bonds are being issued to obtain interest rate savings.

My services as bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Series 2009 Bonds under the applicable laws of the State of Utah and to a review of the transcript of such proceedings and certificates. As to questions of fact material to my opinion, I have relied upon certified proceedings and other certifications of public officials furnished to me, without undertaking to verify the same by independent investigation. My examination has been limited to the foregoing as they exist or are in effect as of the date hereof. My opinion is limited to the matters expressly set forth herein, and I express no opinion concerning any other matters.

The Internal Revenue Code of 1986, as amended (the "Code"), contains a number of requirements and restrictions which apply to the Series 2009 Bonds. The Issuer has covenanted to comply with all such requirements and restrictions. Failure to comply with certain of such requirements and restrictions may cause interest on the Series 2009 Bonds to become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2009 Bonds. I have assumed, without undertaking to

determine or confirm, continuing compliance by the Issuer with such requirements and restrictions in rendering my opinion regarding the tax-exempt status of interest on the Series 2009 Bonds.

Based on my examination and the foregoing, I am of the opinion as of the date hereof and under existing law, as follows:

1. The Issuer is a political subdivision and body politic of the State of Utah created and validly existing under the laws of the State of Utah.

2. The Bond Resolutions, Indenture and Bond Purchase Agreement have been duly adopted by the Issuer and constitute valid and binding obligations of the Issuer enforceable in accordance with their terms.

3. The Indenture creates a valid lien on the Net Revenues (as that term is defined in the Indenture) and other amounts pledged for the security of the Series 2009 Bonds.

4. The Series 2009 Bonds are valid and binding special obligations of the Issuer payable solely from the Net Revenues and other amounts pledged therefor in the Indenture. The Series 2009 Bonds do not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation, nor a charge against the general credit or ad valorem taxing power of the Issuer.

5. Based on an analysis of currently existing laws, regulations, decisions and interpretations, interest on the Series 2009 Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, however, interest paid to corporate holders of the Bonds may be indirectly subject to alternative minimum tax under certain circumstances (as defined for federal income tax purposes).

6. Interest on the Series 2009 Bonds is exempt from State of Utah individual income taxes.

7. The Issuer has designated the Series 2009 Bonds as, and the Series 2009 Bonds constitute, qualified tax-exempt obligations under Section 265(b)(3) of the Code relating to the deductibility of a financial institution's interest expense allocable to tax-exempt interest.

In rendering my opinion, I advise you that

(i) The rights of the holders of the Series 2009 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable. The enforceability of the rights of the holders of the Series 2009 Bonds may also be

subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(ii) I express no opinion herein as to the accuracy, adequacy, or completeness of any offering material relating to the Series 2009 Bonds.

(iii) Although I have rendered an opinion that interest on the Series 2009 Bonds is excludable from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2009 Bonds may otherwise affect a bondholder's tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and the bondholder's other items of income or deduction. I express no opinion regarding any other tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2009 Bonds.

(d) I assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may come to my attention or any changes in law that may occur after the date the Series 2009 Bonds are issued.

Respectfully submitted,

Eric Todd Johnson, Of Counsel

FOURTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of April 1, 2013

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

FOURTH SUPPLEMENTAL INDENTURE OF TRUST

This Fourth Supplemental Indenture of Trust, dated as of March 1, 2013, by and between the City of Cedar Hills, Utah County, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and U.S. Bank National Association, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, on March 3, 2009, the City Council (the "Council") of the Issuer adopted resolution 3-3-2009A authorizing the issuance of its \$930,000 Utility Revenue Bonds, Series 2009 (the "Series 2009 Bonds") and sold them to Well Fargo Bank, National Association (the "Purchaser") bearing interest at the rate of 5.99% per annum on all Series 2009 Bonds; and

WHEREAS, the Series 2009 Bonds were issued pursuant to a General Indenture of Trust dated as of February 1, 2006 (the "General Indenture") and a Third Supplemental Indenture of Trust (the "First Supplemental Indenture"), dated as of March 1, 2009, between the Issuer and U.S. Bank National Association, as Trustee (the "Trustee"); and

WHEREAS, pursuant to Section 9.2 of the General Indenture the Indenture may be amended and supplemented to amend the interest rate and covenants pertaining to the Series 2009 Bonds, but only with the consent of 100% of the Registered Owners of the Series 2009 Bonds; and

WHEREAS, the Purchaser is the Registered Owner of 100% of the outstanding Series 2009 Bonds and it has consented to amend the Indenture related to the Series 2009 Bonds such that the interest rate will be reduced to 3.020% per annum on the unpaid principal amount of the Series 2009 Bonds and certain covenants will be amended; and

WHEREAS, the Issuer desires to accept the offer from the Purchaser and amend the Third Supplement Indenture to reduce the interest rate on the Series 2009 Bonds to 3.020% and certain covenants related to its Series 2009 Bonds; and

WHEREAS, the Issuer desires to reissue the Series 2009 Bonds to the Purchaser at the interest rate of 3.020% per annum upon delivery for cancellation of the original Series 2009 Bonds; and

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

WHEREAS, the execution and delivery of the Series 2009 Bonds and of this Fourth Supplemental Indenture have in all respects been duly authorized and all things

necessary to make the Series 2009 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Fourth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FOURTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Bonds, including the Series 2009 Bonds, and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Fourth 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 Fourth 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:

“Authorized Denomination” means \$250,000 and multiples of \$5,000 in excess thereof.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business or operations of the Issuer, (b) the ability of the Issuer to carry out its business as of the date of the issuance of the Series 2009 Bonds or as proposed to be conducted or to meet or perform its Obligations under this Indenture or any of the other Bond Documents on a timely basis, (c) the validity or enforceability of this Indenture or any other Bond Documents, or (d) the rights or remedies of the Purchaser under this Indenture or any other Bond Documents

“Purchaser” means Wells Fargo Bank, National Association, or any successor agency thereof.

ARTICLE II

ISSUANCE OF THE SERIES 2009 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2009 Bonds are hereby authorized for reissuance under the Indenture for the purpose of providing interest rate savings. The Series 2009 Bonds shall be limited to \$930,000 in aggregate principal amount. The Series 2009 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2009 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Utility Revenue Bonds, Series 2009".

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

Section 2.2 Date and Maturities. The Series 2009 Bonds shall be dated as of the initial date of delivery, and shall mature on March 1 in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their dated date or unless, as shown by the records of the Trustee, interest on the Series 2009 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their dated date, payable on March 1, and September 1, beginning September 1, 2013, at the rates per annum as set forth below:

<u>Maturity Date</u> <u>(March 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2029	\$930,000	3.020%

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

the Register. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2009 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2009 Bonds and to have imprinted, stamped or otherwise placed on the Series 2009 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2009 Bonds upon receipt of the original Series 2009 Bonds for cancellation.

Section 2.4 Limited Obligation. The Series 2009 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2009 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof). The Series 2009 Bonds are not general obligations of the Issuer or State of Utah or any agency, instrumentality, or political subdivision thereof.

Section 2.5 Redemption.

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

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

Mandatory Redemption. The Series 2009 Bonds maturing on March 1, 2029, 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 <u>Redemption Date</u>	Principal <u>Amount</u>
March 1, 2010	\$25,000
March 1, 2011	30,000
March 1, 2012	30,000
March 1, 2013	30,000
March 1, 2014	30,000
March 1, 2015	35,000
March 1, 2016	35,000
March 1, 2017	40,000
March 1, 2018	40,000
March 1, 2019	45,000
March 1, 2020	45,000
March 1, 2021	50,000
March 1, 2022	50,000
March 1, 2023	55,000
March 1, 2024	55,000
March 1, 2025	60,000
March 1, 2026	65,000
March 1, 2027	65,000
March 1, 2028	70,000
March 1, 2029†	75,000

†Final Maturity

Upon redemption of any Series 2009 Bonds maturing on March 1, 2029, other than by application of such Mandatory Sinking Fund Redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such Mandatory Sinking Fund Redemption amounts for the Series 2009 Bonds maturing on March 1, 2029, in such order as may be directed by the Issuer.

ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2009 Bonds. As a reissuance, there will be no cash proceeds. The Issuer will pay costs of issuance from Issuer funds.

Section 3.2 Bank Designation of Bonds. For purposes of and in accordance with Section 265 of the Code, the Issuer has designated the Series 2009 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations in 2009 to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section, "aggregated issuer" means any entity which, (i) issued obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer, and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

Section 3.5 Taxable Rate. In case of a determination of taxability, the Issuer will prepay the Series 2009 Bonds within 60 days with a premium so that the total amount of premium plus interest paid from the date of taxability through the date of prepayment would be calculated at the tax free rate multiplied by a tax exempt factor currently estimated at 1.54 plus any other expenses incurred by the Bondholder as a result of the determination of taxability.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Fourth Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this Fourth 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 Fourth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of Reissuance of Series 2009 Bonds. The reissuance of the Series 2009 Bonds to the Purchaser by reducing the interest rate from 5.99% to 3.020% per annum, is hereby ratified, confirmed and approved consistent with the Waiver and Consent of Bondholder attached hereto as Exhibit C.

Section 5.2 Additional Covenants With Respect to Series 2009 Bonds. In addition to the Events of Default in the General Indenture, the occurrence or existence of any one or more of the following events shall be an Event of Default hereunder

- a. Any event which results in a Material Adverse Effect
- b. Any of the bond documents in connection to the reissuance of the Series 2009 Bonds are deemed invalid.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Fourth 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 2009 BOND)

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

THIS BOND MAY ONLY BE TRANSFERRED BY THE REGISTERED OWNER HEREOF SOLELY TO AN AFFILIATE OF THE PURCHASER (OR A TRUST OR CUSTODIAL ARRANGEMENT ESTABLISHED BY THE PURCHASER OR ONE OF ITS AFFILIATES, EACH OF THE BENEFICIAL OWNERS OF WHICH IS A "QUALIFIED INSTITUTIONAL BUYER," AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933) OR TO A COMMERCIAL BANK THAT IS A "QUALIFIED INSTITUTIONAL BUYER" WITH A MINIMUM CAPITAL AND SURPLUS OF \$5,000,000,000 AND WHICH HAS EXECUTED A LETTER CONTAINING REPRESENTATIONS AND WARRANTIES AS TO IT BEING A SOPHISTICATED INVESTOR. IN ADDITION, ANY TRANSFER OF THE BONDS MUST BE IN COMPLIANCE WITH THE SECURITIES LAWS OF THE UNITED STATES OF AMERICA IN MINIMUM DENOMINATIONS OF \$250,000.

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

Number R - _____

\$ _____

Interest Rate
3.020%

Maturity Date
March 1, 20__

Original Dated Date
April 16, 2013

REGISTERED OWNER: WELLS FARGO BANK, NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: NINE HUNDRED AND THIRTY THOUSAND DOLLARS AND NO CENTS

City of Cedar Hills, Utah County, Utah (“Issuer”), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on or before the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable September 1, 2013, 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 \$844,000 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 Fourth Supplemental Indenture of Trust by and between the Issuer and U.S. Bank National Association, as trustee (the “Trustee”), dated as of April 1, 2013 (collectively the “Indenture”) approved by a resolution adopted on April, 2013 (the “Bond Resolution”), to save on interest rate payments, 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 is issued on parity with the Issuer’s Outstanding Bonds (as defined in the Indenture) such that this Bond and the Outstanding Bonds are equally and ratably secured by a pledge of and lien on the Net Revenues of the Issuer’s System.

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

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with this Bond, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture,

and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

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

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

Interest on the initially issued Bonds and on all Bonds authenticated prior to September 1, 2013, shall accrue from the Original Dated Date specified above. Interest on the Bonds authenticated on or subsequent to September 1, 2013, 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.

The Issuer covenants that in the event it is delinquent on the payment of principal and/or interest that it shall pay a delinquent payment penalty of the Wells Fargo Prime Rate plus 4% per annum on the delinquent amount of principal and/or interest.

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

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

Mandatory Redemption. The Series 2009 Bonds maturing on March 1, 2029, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the

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

<u>Mandatory Sinking Fund Redemption Date</u>	<u>Principal Amount</u>
March 1, 2010	\$25,000
March 1, 2011	30,000
March 1, 2012	30,000
March 1, 2013	30,000
March 1, 2014	30,000
March 1, 2015	35,000
March 1, 2016	35,000
March 1, 2017	40,000
March 1, 2018	40,000
March 1, 2019	45,000
March 1, 2020	45,000
March 1, 2021	50,000
March 1, 2022	50,000
March 1, 2023	55,000
March 1, 2024	55,000
March 1, 2025	60,000
March 1, 2026	65,000
March 1, 2027	65,000
March 1, 2028	70,000
March 1, 2029†	75,000

†Final Maturity

Upon redemption of any Series 2009 Bonds maturing on March 1, 2029, other than by application of such Mandatory Sinking Fund Redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such Mandatory Sinking Fund Redemption amounts for the Series 2009 Bonds maturing on March 1, 2029, 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 27, 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 Bonds, Series 2009 of the City of Cedar Hills, Utah County, Utah.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____ (Manual Signature) _____
Authorized Officer

Date of Authentication: _____

(Assignment)

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

(Tax Identification or Social Security No. _____)

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

Dated: _____

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

Signature Guaranteed:

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

EXHIBIT B

WAIVER AND CONSENT OF BONDHOLDER

(See Transcript Document No. __)

GENERAL CERTIFICATE

The undersigned Mayor and City Recorder of the City of Cedar Hills, Utah County, Utah (the "Issuer"), do hereby certify as follows:

1. The Issuer is a duly organized and existing body politic and political subdivision of the State of Utah.

2. The following are the duly qualified and acting members of the current City Council (the "City Council") and officers of the Issuer who have participated in these proceedings as indicated adjacent to their names, each having been duly elected or appointed to his/her respective office for the term set forth below, and the following Councilmembers and officers have continuously held their offices at all times since May 15, 2012, and hold their respective offices as of the date of this Certificate:

<u>Name</u>	<u>Office</u>	<u>Expiration of Term</u>
Gary Gygi	Mayor	January 2, 2014
Stephanie Martinez	Council Member	January 2, 2014
Jenney Rees	Council Member	January 2, 2016
Scott Jackman	Council Member	January 2, 2014
Trent Agustus	Council Member	January 2, 2016
Daniel Zappala	Council Member	January 2, 2014
Eric Richardson	Former Mayor	Resigned
David Bunker	City Manager/Engineer	Appointed
Colleen Mulvey	City Recorder	Appointed
R., Charl Louw	Finance Director	Appointed

3. The City Council has arranged to reissue the following Bonds:

\$930,000 City of Cedar Hills, Utah County, Utah Utility Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), bearing interest at the rate of 3.020% per annum and maturing in accordance with the maturity schedule set forth in the Fourth Supplemental Indenture of Trust dated as of April 1, 2013 (the "Fourth Supplemental Indenture"), by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), as approved by a bond resolution adopted by the City Council on April 2, 2013, (the "Resolution").

4. The Resolution is in effect as of the date hereof and has not been amended, modified, or repealed in any respect.

5. The Series 2009 Bonds are reissued pursuant to a General Indenture of Trust dated as of February 1, 2006 and the Fourth Supplemental Indenture (the "Indenture") and the Series 2009 Bonds were originally issued under a Third Supplemental Indenture of Trust dated as of March 1, 2009, by and between the Issuer and the Trustee.

6. The purpose of the reissue of the Series 2009 Bonds is to obtain an interest payment savings by reducing the interest rate on the Series 2009 Bonds from 5.99% per annum to 3.020% per annum.

7. The Resolution and the Indenture are collectively referred to herein as the "Bond Documents."

8. The Issuer has duly authorized the execution, delivery and due performance of the Series 2009 Bonds and the Bond Documents, and the taking of any and all such action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated thereby, and all approvals necessary in connection with the foregoing have been received.

9. The Issuer has complied, and is in compliance as of the date hereof, in all respects insofar as related to the transactions contemplated hereby, with the Resolution, the Indenture and the Constitution and laws of the State.

10. The Series 2009 Bonds have been duly authorized, issued, executed, authenticated and delivered and constitute the legal, valid and binding obligations of the Issuer.

11. The execution and delivery of the Series 2009 Bonds and the Bond Documents, and compliance with the provisions thereof, do not conflict with or constitute on the part of the Issuer a violation of the Constitution of the State of Utah, or a violation of, breach of or default under any statute, indenture, mortgage, deed of trust, lease, bond, note, loan agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its property or may be bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of their activities or properties.

12. As of the date hereof, the Bond Documents and any and all other agreements and instruments required to be executed and delivered by the Issuer in connection with the Series 2009 Bonds and the transactions contemplated by the Bonds Documents are in full force and effect and each constitutes a valid, binding and enforceable obligation of the Issuer.

13. The Issuer is a political subdivision of the State of Utah and has complied in all respects with the Resolution; the Issuer has full legal right, power and authority to reissue the Series 2009 Bonds; the Issuer had at the time each Bond Document was adopted, authorized or entered into, full legal right, power and authority to adopt the Resolution, to enter into each of the Bond Documents, to reissue and deliver the Series 2009 Bonds to the Purchaser and to carry out and consummate all other transactions contemplated by each of the Bond Documents. The Bond Documents and the Series 2009 Bonds are legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms, subject only to the applicable bankruptcy, insolvency or other similar laws generally affecting creditors' rights.

14. There are no legal or governmental proceedings (including any litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, or any governmental or administrative authority or agency) pending or, to the best of our knowledge, threatened or contemplated (or any basis therefor):

(i) wherein an unfavorable decision, ruling or finding might adversely affect the financial condition or operations of the Issuer, the validity of the Series 2009 Bonds or the Bond Documents or the transactions contemplated thereby;

(ii) challenging in any way the titles of the officials of the Issuer or their rights to their respective offices;

(iii) seeking to restrain or enjoin the reissuance or delivery of the Series 2009 Bonds, or the execution, delivery and performance of the Bond Documents;

(iv) contesting or affecting the validity of the Series 2009 Bonds, the Bond Documents, or the collection of Revenues (as defined in the Indenture) or moneys to pay the Series 2009 Bonds;

(v) contesting the existence, boundaries or powers of the Issuer or its authority to adopt the Resolution and to reissue the Series 2009 Bonds; or

(vi) contesting the levy, incorporation, collection or allocation of the taxes included in the pledge of the Indenture which could materially adversely impact the payment of the Series 2009 Bonds.

15. The Issuer does not and will not have outstanding any indebtedness which is secured by a lien on the Net Revenues (as defined in the Indenture) superior to the lien of the Series 2009 Bonds and the Outstanding Bonds (as defined in the Indenture) on the Net Revenues.

16. The Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied in connection with the reissuance of the Series 2009 Bonds at or prior to the date of this Certificate.

17. The Issuer has not been and is not in default as to principal or interest payments on any of its bonds or other obligations.

18. Pursuant to the provisions of the Resolution and the Indenture, the Trustee is hereby requested and authorized to authenticate the \$930,000 total aggregate principal amount of Series 2009 Bonds and upon receipt of the original Series 2009 Bonds with an interest rate of 5.99% for cancellation to deliver the reissued Series 2009 Bonds with an interest rate of 3.020% to the Purchaser.

19. The undersigned, as authorized representatives of the Issuer affirm that the covenants, representations, agreements and warranties set forth in the Issuer's Tax Matters Certificate, executed by the Issuer on March 12, 2009, in connection with the

original issuance by the Issuer of its \$930,000 Utility Revenue Bonds, Series 2009 dated as of March 12, 2009 are true and accurate as of the date hereof

20. The Issuer has authorized, by all necessary action, the execution, delivery, receipt and due performance of the Series 2009 Bonds, the Bond Documents, any and all such other agreements and documents that may be required to be executed, delivered and received by the Issuer to carry out, give effect to and consummate the transactions contemplated by the Bond Documents. The Issuer requests the Trustee to authenticate the Series 2009 Bonds.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of the Issuer this April 16, 2013.

Mayor

City Recorder

(SEAL)

WAIVER AND CONSENT OF BONDHOLDER

The undersigned, as an authorized agent of Wells Fargo Bank, National Association (the "Purchaser"), hereby certifies that the Purchaser is the Registered Owner of 100% of the \$930,000 City of Cedar Hills, Utah County, Utah Utility Revenue Bonds, Series 2009 (the "Original Series 2009 Bonds") bearing interest at the rate of 5.99% per annum on the unpaid principal balance, issued pursuant to a General Indenture of Trust dated as of February 1, 2006, and Third Supplemental Indenture of Trust (collectively, the "Indenture"), dated as of March 1, 2009, between the City of Cedar Hills, Utah (the "Issuer") and U.S. Bank National Association (the "Trustee").

The Purchaser hereby consents to supplement and amend the Indenture pursuant to Section 9.2 of the General Indenture to reduce the interest rate on the Series 2009 Bonds to 3.020% per annum on the unpaid principal balance and to amend the Third Supplemental Indenture as provided in a Fourth Supplemental Indenture of Trust dated as of April 1, 2013. The Purchaser further waives any rights to advance notice of such amendments and consents to deliver the Original Series 2009 Bonds on Tuesday, April 16, 2013 for cancellation in exchange for amended Series 2011 Bonds at the interest rate of 3.020% per annum.

WELLS FARGO BANK,
NATIONAL ASSOCIATION

April ____, 2013

By: _____

Its: Vice President



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, Assistant City Manager
DATE:	4/2/2013

City Council Agenda Item

SUBJECT:	Boundary Adjustment – Earl Property
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager

BACKGROUND AND FINDINGS:

The city has received another Request to Initiate an Adjustment of a Common Municipal Boundary from Justin and Alycia Earl. The Earl property is located at 9540 N Canyon Road. The Earl's are requesting that their property be transferred from the municipal jurisdiction of Pleasant Grove City to the City of Cedar Hills. The Earl's have also completed and filed a request to initiate with Pleasant Grove City.

PREVIOUS LEGISLATIVE ACTION:

The Earl's requested this boundary adjustment in April of last year. A resolution indicating the intent to adjust the common boundary was passed on May 15, 2012 (Resolution No. 05-15-2012A). A public hearing was held on August 7, 2012, but no ordinance was passed at that time due to incomplete paperwork required to proceed in the boundary adjustment process. The time limit set by state law to adopt an ordinance approving the boundary adjustment has expired (within 60 days of adoption of the resolution).

FISCAL IMPACT:

n/a

SUPPORTING DOCUMENTS:

Request to Initiate form, preliminary plat depicting the boundary area, proposed resolution.

RECOMMENDATION:

Staff recommends that the City Council approve the resolution and authorize a public hearing on the proposed boundary adjustment and instruct staff to move forward in the boundary adjustment process in accordance with the provisions of the state law.

MOTION:

To approve/not approve Resolution _____, a Resolution Indicating the Intent of the City Council of the City of Cedar Hills, Utah, to Adjust the Common Boundary with Pleasant Grove City, Utah; Authorizing a Public Hearing thereon and Providing for Notice of said Hearing.

RESOLUTION NO. _____

A RESOLUTION INDICATING THE INTENT OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, TO ADJUST THE COMMON BOUNDARY WITH PLEASANT GROVE CITY, UTAH; AUTHORIZING A PUBLIC HEARING THEREON AND PROVIDING FOR NOTICE OF SAID HEARING.

WHEREAS, Section 10-2-419, Utah Code Annotated, 1953, as amended, establishes a procedure and criteria for the adjustment of the common boundary between adjacent municipalities; and

WHEREAS, the City of Cedar Hills and Pleasant Grove City have each received a request from the owners of real property situated and contiguous to the boundary between the municipalities to the effect that the owner's property be transferred from the municipal jurisdiction of Pleasant Grove City to the City of Cedar Hills; and

WHEREAS, the City of Cedar Hills desires to honor the stated request of the property owners and effectuate an adjustment in the common boundary in accordance with the procedures set forth under state law.

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

SECTION 1. The City of Cedar Hills hereby acknowledges receipt of a written notice from the owners of real property requesting that their respective property be transferred from the municipal jurisdiction of Pleasant Grove City to the City of Cedar Hills, in accordance with the terms of the state law relating to boundary adjustments (UCA 10-2-419). Property owners of said parcel are: Justin B. Earl and Alycia M. Earl, 9540 North Canyon Road, Pleasant Grove, Utah. A copy of the request signed by the owners of the parcel requesting the adjustment is set forth on Exhibit A. Further, a map showing the location of the parcel included within the proposed adjustment areas and the boundary description of the proposed adjustment areas is set forth on Exhibit B. The exhibits are attached hereto and by this reference made part of this Resolution.

SECTION 2. The City Council of the City of Cedar Hills hereby indicates its desire and intent to adjust the common boundary with Pleasant Grove City in the location set forth on Exhibit B.

SECTION 3. The City Council hereby authorizes a public hearing on the proposed boundary adjustment and instructs the City Recorder to give public notice thereon, in accordance with the provisions of state law.

SECTION 4. The provisions of this Resolution shall take effect upon its passage as required by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS
2ND DAY OF APRIL, 2013.**

Gary R. Gygi, Mayor

ATTEST:

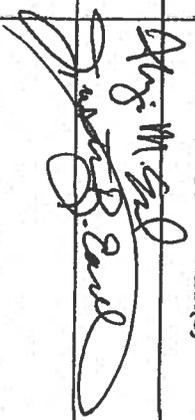
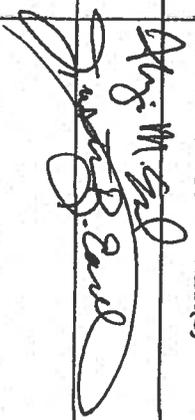
Colleen A. Mulvey, CMC
City Recorder

REQUEST TO INITIATE AN
ADJUSTMENT OF A COMMON MUNICIPAL BOUNDARY



Date: 03/11/2013

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

PROPERTY TAX ID NO.	NAMES(S) OF OWNERS	ADDRESS	PHONE NUMBER	SIGNATURE OF OWNERS
14:006:0233	Alycia M Earl Justin B Earl	9540 N. Canyon Rd.		 



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, Assistant City Manager
DATE:	4/2/2013

City Council Agenda Item

SUBJECT:	Boundary Adjustment – Flinders Property
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager

BACKGROUND AND FINDINGS:

The city has received a Request to Initiate an Adjustment of a Common Municipal Boundary from Tracy and Alyssa Flinders. The Flinders' property is located at 9758 North 4100 West. The Flinders are requesting that their property be transferred from the municipal jurisdiction of the City of Cedar Hills to Pleasant Grove City. The Flinders have also completed and filed a request to initiate with Pleasant Grove City.

PREVIOUS LEGISLATIVE ACTION:

none

FISCAL IMPACT:

n/a

SUPPORTING DOCUMENTS:

Request to Initiate form, preliminary plat depicting the boundary area, proposed resolution.

RECOMMENDATION:

Staff recommends that the City Council approve the resolution and authorize a public hearing on the proposed boundary adjustment and instruct staff to move forward in the boundary adjustment process in accordance with the provisions of the state law.

MOTION:

To approve/not approve Resolution _____, a Resolution Indicating the Intent of the City Council of the City of Cedar Hills, Utah, to Adjust the Common Boundary with Pleasant Grove City, Utah; Authorizing a Public Hearing thereon and Providing for Notice of said Hearing.

RESOLUTION NO. _____

A RESOLUTION INDICATING THE INTENT OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, TO ADJUST THE COMMON BOUNDARY WITH PLEASANT GROVE CITY, UTAH; AUTHORIZING A PUBLIC HEARING THEREON AND PROVIDING FOR NOTICE OF SAID HEARING.

WHEREAS, Section 10-2-419, Utah Code Annotated, 1953, as amended, establishes a procedure and criteria for the adjustment of the common boundary between adjacent municipalities; and

WHEREAS, the City of Cedar Hills and Pleasant Grove City have each received a request from the owners of real property situated and contiguous to the boundary between the municipalities to the effect that the owner's property be transferred from the municipal jurisdiction of the City of Cedar Hills to Pleasant Grove City; and

WHEREAS, the City of Cedar Hills desires to honor the stated request of the property owners and effectuate an adjustment in the common boundary in accordance with the procedures set forth under state law.

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

SECTION 1. The City of Cedar Hills hereby acknowledges receipt of a written notice from the owners of real property requesting that their respective property be transferred from the municipal jurisdiction of the City of Cedar Hills to Pleasant Grove City, in accordance with the terms of the state law relating to boundary adjustments (UCA 10-2-419). Property owners of said parcel are: Tracy W. Flinders and Alyssa R. Flinders, 9758 North 4100 West, Cedar Hills, Utah. A copy of the request signed by the owners of the parcel requesting the adjustment is set forth on Exhibit A. Further, a map showing the location of the parcel included within the proposed adjustment areas and the boundary description of the proposed adjustment areas is set forth on Exhibit B. The exhibits are attached hereto and by this reference made part of this Resolution.

SECTION 2. The City Council of the City of Cedar Hills hereby indicates its desire and intent to adjust the common boundary with Pleasant Grove City in the location set forth on Exhibit B.

SECTION 3. The City Council hereby authorizes a public hearing on the proposed boundary adjustment and instructs the City Recorder to give public notice thereon, in accordance with the provisions of state law.

SECTION 4. The provisions of this Resolution shall take effect upon its passage as required by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS
2ND DAY OF APRIL, 2013.**

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey, CMC
City Recorder

Received
03-19-13 CM

REQUEST TO INITIATE AN
ADJUSTMENT OF A COMMON MUNICIPAL BOUNDARY

Date: 3/19/13

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

PROPERTY TAX ID NO.	NAME(S) OF OWNERS	ADDRESS	PHONE NUMBER	SIGNATURE OF OWNERS
49:674:0005	TRACY FLINDERS	9758 N 4100 W		<i>Tracy Flinders</i>
	MAYSSA FLINDERS	9758 N 4100 W		<i>Mayssa Flinders</i>

EXHIBIT B

NORTH MEADOW ESTATES ANNEX.
CEDAR HILLS

COMMON CITY BOUNDARY

NORTH MEADOW ESTATES "A"

COMMON CITY BOUNDARY

1100 W.

ADJUSTED COMMON
CITY BOUNDARY

N 88°31'43" E 188.41'

112' 13"

NORTH MANILA TOWNSHIP ANNEX.
PLEASANT GROVE CITY

KENNETH C & NANCY H LINDQUIST
14:003:0353

KENNETH C & NANCY H LINDQUIST
14:003:0354

ANNEXATION AREA

N 01°26' W 458.42'

S 25°44' E 443.11'

PINE MEADOWS ESTATES "A"

S 88°27'24" W 242.29'

4145 ASSOCIATES LLC
14:003:0029



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, Assistant City Manager
DATE:	4/2/2013

City Council Agenda Item

SUBJECT:	Amendments to City Code Title 4, Chapter 2, Nuisances
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	Chandler Goodwin, Assistant City Manager
BACKGROUND AND FINDINGS: At the March 5, 2013 City Council meeting, council instructed staff to go back to the Planning Commission to further discuss and make a recommendation on the maximum height of weeds, pastures and other items they felt necessary to amend.	
PREVIOUS LEGISLATIVE ACTION: Ordinance No. 6-17-2003A	
FISCAL IMPACT: n/a	
SUPPORTING DOCUMENTS: Proposed amendments to code/ordinance – page 4, E (10) addresses weed height, pastures, etc.	
RECOMMENDATION: Staff along with the Planning Commission recommends the city council approve the proposed ordinance as prepared.	
MOTION: To approve/not approve Ordinance No. _____, an ordinance amending City Code Title 4, Chapter 2, Nuisances, amending the requirements relating to Purpose, Definitions, and Nuisance Defined and Enumerated.	

ORDINANCE NO: _____

AN ORDINANCE AMENDING TITLE 4, CHAPTER 2, NUISANCES, OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, AMENDING THE REQUIREMENTS RELATING TO PURPOSE, DEFINITIONS, AND NUISANCE DEFINED AND ENUMERATED.

WHEREAS, the City of Cedar Hills ordinance dealing with zoning violations and nuisances has been reviewed and found to be in need of revision; and

WHEREAS, the purpose of this ordinance is to promote the public health, safety, and general welfare of the citizens of the City of Cedar Hills, and

WHEREAS, the City Council desires to encourage a well-maintained city, free of nuisance conditions that negatively affect surrounding property owners by reducing their ability to exercise the quiet enjoyment of their property; and

WHEREAS, after consideration of all the relevant factors, the City Council of the City of Cedar Hills finds and determines that it is in the best interest of the health, safety and general welfare of its current and future residents to adopt this ordinance in order to provide for the regulation of nuisances within the City; and

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

**AMENDMENTS
PART I
PURPOSE**

The purpose of this Ordinance is to provide a means for the City and individuals to identify nuisances within the City and to provide a means for correcting or abating the nuisances. The City needs the ability to abate nuisances in order to protect the health and safety of the public, to foster neighborhood stability, to preserve the appearance, character and beauty of neighborhoods, to encourage community pride, to preserve the value of property, and to protect the general welfare of the City and its citizens, businesses, and visitors. **The provisions of this code shall be liberally construed in order to carry out the abatement of the growth and spread of injurious and noxious weeds, garbage and refuse, public nuisances, and illegal objects and structures.** This Ordinance provides for progressive enforcement measures to abate nuisances; the most aggressive forms of enforcement are generally preserved for the most recalcitrant violators of the ordinance.

**PART II
DEFINITIONS**

“Abate” means to repair, replace, remove, destroy, correct or otherwise remedy a condition that constitutes a nuisance by such means, in such a manner and to such an extent as the Zoning

Administrator, or his designee, determines is necessary in the interest of the general health, safety and welfare of the community.

“Completion Date” means the date by which the Responsible Person must abate a nuisance. The Completion Date is originally set by the Zoning Administrator in the Voluntary Correction Notice/Agreement or in the administrative citation. The Completion Date may be modified by the Hearing Officer.

“Emergency” means a situation that, in the opinion of the Zoning Official, requires immediate action to prevent or eliminate an immediate threat to the health or safety of a person or property.

“Zoning Administrator” means enforcement personnel hired or assigned by the City to enforce this ordinance.

“Hearing Officer” means the person(s) designated to hear appeals pursuant to this ordinance. The Hearing Officer shall be the City of Cedar Hills City Manager or his or her designee. The designee need not be a City employee. The City Manager may also appoint a committee to function as the Hearing Officer.

“Owner” means any property owner, lessee, occupant or other person who, alone or with others, has title or interest in any building or premises, with or without accompanying actual possession thereof. For the purpose of giving notice, the term “owner” also includes any person in charge or physical possession of the premises and/or property involved.

“Premises” means a plot of ground, whether occupied or not.

“Property” means any real or personal property, or any combination thereof, including but not limited to land, buildings, fixtures and vehicles.

“Public Place” means an area generally visible to public view and includes alleys, bridges, driveways, parking lots, parks, plazas, sidewalks, streets, and buildings open to the general public, including those that serve food or drink or provide entertainment, and the doorways and entrances to buildings or dwellings and the grounds enclosing them.

“Responsible Person” means the person(s) responsible for correcting or abating a nuisance pursuant to this Ordinance. The Responsible Person includes the property owner who commits, creates, aids in creating, or contributes to a nuisance, or who supports, continues, maintains, retains, or otherwise causes or permits a nuisance to occur or remain upon property in the City, and includes but is not limited to the owner(s), lessor(s), lessee(s), agent(s), occupant(s), or other person(s) entitled to control, use and/or occupy property where a nuisance occurs. In cases where there are more than one Responsible Persons, the City may proceed against one, some, or all of them.

“Weed” A weed is a plant out of place, not intentionally sown, whose undesirable qualities outweigh its good points. County noxious weed is any plant which is not on the state noxious weed list, is especially troublesome in a particular county, and is declared by the county legislative body to be noxious weed within its county. Noxious weed is any plant the Utah State

Commissioner of Agriculture and Food determines to be especially injurious to public health, crops, livestock, land, or other property.

PART III NUISANCE - DEFINITION

This section defines “nuisance” by providing five general definitions of what constitutes a nuisance, and then providing specific examples of situations, conduct or activities that constitute nuisances. Every situation, conduct or activity listed herein constitutes a nuisance and shall be subject to abatement pursuant to this Ordinance.

The purpose of the general definitions is to allow the City to classify an offending situation, conduct or activity as a nuisance, even though the situation, conduct or activity may not be listed as a nuisance in the specific examples. The first three general definitions are taken directly from Utah State law. The purpose of listing the specific examples is to identify some of the specific situations, conduct and activities that the City intends to abate as nuisances.

1. **General Definitions of Nuisance.** Any activity that meets any one or more of the five definitions set forth below shall constitute a “nuisance” if it occurs within the City of Cedar Hills:
 - A. **Nuisance as Defined in U.C.A. Sec. 78-38-1(1).** Anything that is injurious to health, indecent, offensive to the senses, or an obstruction of the free use of property, so as to interfere with the comfortable enjoyment of life or property.
 - B. **Nuisance as Defined in U.C.A. Sec. 76-10-801(1).** Any item, thing, manner, or condition whatsoever that is dangerous to human life or health or renders soil, air, water, or food impure or unwholesome.
 - C. **Nuisance as Defined in U.C.A. Sec. 76-10-803.** Unlawfully doing any act or omitting to perform any duty, which act or omission:
 - (1) annoys, injures, or endangers the comfort, repose, health or safety of three or more persons;
 - (2) offends public decency;
 - (3) unlawfully interferes with, obstructs, or tends to obstruct, or renders dangerous for passage, any lake, stream, canal, or basin, or any public park, square, street, or highway, or
 - (4) in any way renders three or more persons insecure in life or the use of property.
 - (5) An act that affects three or more persons in any of the ways specified in this subsection is still a nuisance regardless of the extent to which the annoyance or damage inflicted on individuals is unequal.
 - D. **Nuisance.** A condition that:
 - (1) wrongfully annoys, injures, or endangers the comfort, repose, health or safety of others; or

- (2) unlawfully interferes with, obstructs or tends to obstruct, or render dangerous for passage, any public park, square, street, or highway, or any other public place or right-of-way; or
- (3) in any way renders other persons insecure in life, or in the use of property, and that affects the rights of an entire community or neighborhood, although the extent of the damage may be unequal.

E. **Specific Nuisances Enumerated.** The examples enumerated below are not exhaustive. A situation, conduct or activity not listed below, but coming within one of the general definitions of nuisance listed above, shall also constitute a nuisance. The first six listed nuisances are also listed as nuisances pursuant to U.C.A. Sec. 78-38-9:

- (1) **Drug Houses.** Every building or premises where the unlawful sale, manufacture, service, storage, distribution, dispensing, or acquisition of any controlled substance, precursor, or analog specified in Title 58, Chapter 37 of the Utah Code (Utah Controlled Substance Act) occurs.
- (2) **Gambling.** Every building or premises where gambling is permitted to be played, conducted, or dealt upon as prohibited in Title 76, Chapter 10, Part 11 of the Utah Code (Gambling) that creates the conditions of a nuisance as defined in Part III (1) (A) of this Ordinance.
- (3) **Gangs.** Every building or premises wherein criminal activity is committed in concert with two or more persons as provided in Section 76-3-203.1 of the Utah Code.
- (4) **Party Houses.** Every building or premises where parties occur frequently that create the conditions of a nuisance as defined in Part III (1) (A) of this Ordinance.
- (5) **Prostitution.** Every building or premises where prostitution or the promotion of prostitution is regularly carried on by one or more persons as provided in Title 76, Chapter 10, Part 13 (Prostitution) of the Utah Code.
- (6) **Weapons.** Every building or premises where a violation of Title 76, Chapter 10, Part 5 (Weapons) of the Utah Code occurs on the premises.
- (7) **Unsafe Condition.** A condition that unreasonably or unlawfully affects the health or safety of one or more persons.
- (8) **Fire Hazard.** A fire hazard.
- (9) **Noxious Emanations.** Emanation of noxious or unreasonable odors, fumes, gas, smoke, soot or cinders.
- (10) **Weeds.** Weeds on developed commercial and residential lots shall be maintained at a height of not more than six inches (6") at any time, and shall be cleared from real property in the city. Weeds on undeveloped lots shall be maintained at a height of not more than six inches (6") at any time, within thirty feet (30') of any property line, road or structure. Lots being used for livestock pasture or agricultural crops are exempt from the maximum height limit. Noxious weeds located on vacant lots or other property, along public sidewalks or the outer edge of any public street, or weeds in any other location that constitute a fire hazard.
- (11) **Refuse.** Keeping or storing of any refuse or waste matter that interferes with the reasonable enjoyment of nearby property.

- (12) **Stagnant Water.** Polluted or stagnant water that constitutes an unhealthy or unsafe condition.
- (13) **Improper Accumulations.** Accumulation of soil, litter, debris, plant trimmings, or trash, visible from the street or an adjoining property.
- (14) **Accumulation of Junk.** Accumulation of used or damaged lumber; junk; salvage materials; abandoned, discarded or unused furniture; stoves, sinks, toilets, cabinets, or other fixtures or equipment stored so as to be visible from a public street, alley, or adjoining property. However, nothing herein shall preclude the placement of stacked firewood for personal non-commercial use on the premises.
- (15) **Attractive Nuisances.** Any attractive nuisance dangerous to children and other persons including, but not limited to, abandoned, broken, or neglected household appliances, equipment and machinery, abandoned foundations or excavations, or improperly maintained or secured pools.
- (16) **Vegetation.** Dead, decayed, diseased, or hazardous trees, weeds, hedges, and overgrown or uncultivated vegetation that is in a hazardous condition, is an obstruction to pedestrian or vehicular traffic, or that is likely to harbor rats, vermin, or other pests. **Trees and landscaping which overhang the street pavement shall be trimmed to a minimum height of thirteen and one-half feet (13½) above the street pavement.**
- (17) **Dust.** Any premises that causes excessive dust due to lack of landscaping, non-maintenance or other cause.
- (18) **Improper Storage.** The keeping, storing, depositing or accumulating on the premises or in the public right-of-way for an unreasonable period of time of dirt, sand, gravel, concrete, or other similar materials, or maintenance of such material on public rights-of-way. Material stored as part of an active construction project shall not be considered a nuisance.
- (19) **Garbage Can.** The presence of any outdoor garbage can or refuse container without a lid or with a lid that is not closed, or the leaving of any garbage can or refuse container in the street, other than on collection day, for more than 24 hours after the collection day.
- (20) **Construction Equipment.** Construction equipment or machinery of any type or description parked or stored on property when it is readily visible from a public street, alley or adjoining property, except while excavation, construction or demolition operations covered by an active building permit are in progress on the subject property or an adjoining property, or where the property is zoned for the storage of construction equipment and/or machinery.
- (21) **Improper Sign.** Improper maintenance of a sign, or signs that advertise a business that is no longer extant on the property.
- (22) **Improper Parking or Storage.**
 - (a) Parking or storage of inoperative, unregistered, abandoned, wrecked or dismantled vehicles, boats, trailers or vehicle parts, including recreational vehicles, on a premises or in the public

- right-of-way. Storage or parking that is specifically allowed by the City's zoning ordinance shall not be considered a nuisance.
- (b) Parking or storage of registered vehicles, trailers or boats in violation of City ordinance.
 - (c) The parking or storage of any recreational vehicle on any premises or property shall be considered a nuisance unless the recreational vehicle is parked or stored upon a hard concrete pad surface that extends to the edges of the recreational vehicle.
- (23) **Hazardous Conditions.** Any wall, sign, fence, gate, hedge, or structure maintained in such condition of deterioration or disrepair as to constitute a hazard to persons or property.
- (24) **Graffiti.** Graffiti that remains on the exterior of any building, fence, sign, or other structure and is visible from a public street.
- (25) **Improper Maintenance.** Maintenance of buildings and/or structures in such condition as to be deemed defective or in a condition of deterioration or disrepair, including, but not limited to:
- (a) Any building or structure that is unfit for human habitation, or that is an unreasonable hazard to the health of people residing in the vicinity thereof, or that presents an unreasonable fire hazard in the vicinity where it is located; or
 - (b) Any building or structure set up, erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of City ordinances, or any use of land, buildings or premises in violation of City ordinances; or
 - (c) Buildings that are abandoned, partially destroyed, or left in an unreasonable state of partial construction for a period of six (6) months or longer. An "unreasonable state of partial construction" is defined as any unfinished building or structure where the appearance or condition of the building or structure does not meet the requirements for finished buildings or structures as required by applicable City ordinances or building codes. The building or structure shall not be considered to be a nuisance if it is under active construction; or
 - (d) Buildings having dry rot, warping, termite infestation, decay, excessive cracking, peeling, or chalking, as to render the building unsightly and/or in a state of disrepair; or
 - (e) Buildings with missing doors and/or windows containing broken glass and/or no glass at all where the window is of a type that normally contains glass; or
 - (f) Building exteriors, walls, fences, gates, driveways, sidewalks, walkways, signs or ornamentation, or alleys maintained in such condition as to render them unsightly and/or in a state of disrepair; or
 - (g) Buildings or conditions that violate any building, electrical, plumbing, fire, housing, or other code adopted by the City.

- (26) **City Code Nuisances.** Any violation of a City of Cedar Hills ordinance that expressly declares a specific situation, conduct or activity to be a nuisance.
- (27) **Alcohol.** Every property or premises not licensed under applicable State law or City ordinance where any intoxicating liquors or alcohol are kept for unlawful use, sale or distribution.
- (28) **Inappropriate Conduct.** Every property or premises where there exists an environment that causes, encourages or allows individuals or groups of individuals to commit one or more of the following acts on the property, premises or adjacent public place, including but not limited to:
 - (a) Illegally consuming intoxicating liquor or alcohol;
 - (b) Publicly urinating or defecating;
 - (c) By physical action, intentionally causing or attempting to cause another person to reasonably fear imminent bodily injury or the commission of a criminal act upon their person or upon property in their immediate possession;
 - (d) Engaging in acts of violence, including fighting amongst themselves;
 - (e) Discharging a firearm or explosive in violation of City ordinance or State law;
 - (f) Creating unreasonable noise that disturbs others;
 - (g) Intentionally obstructing pedestrian or vehicular traffic; or
 - (h) Soliciting acts of prostitution.
- (29) **Dangerous Conditions.** Any fence, wall, shed, deck, house, garage, building, structure or any part of the aforesaid; or any tree pole, smokestack; or any excavation, hole, pit, basement, cellar, sidewalk, subspace, dock, or loading dock; or any lot, land, yard, premises or location that in its entirety, or in any part thereof, by reason of the condition in that the same is found or permitted to be or remain, shall or may endanger the health, safety, life, limb or property, or cause any hurt, harm, inconvenience, discomfort, damage or injury to any one or more individuals in the City, in any one or more of the following particulars:
 - (a) By reason of being a menace, threat and/or hazard to the general health and safety of the community.
 - (b) By reason of being a fire hazard.
 - (c) By reason of being unsafe for occupancy, or use on, in, upon, about or around the aforesaid property.
 - (d) By reason of lack of sufficient or adequate maintenance of the property, and/or being vacant, any of which depreciates the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which such property is situated or such condition exists.
- (30) **Illegal Accessory Apartments.** Any violation of the City's zoning ordinance.
- (31) **Family.** Keeping or allowing people at a premises in violation of the City's single family residence requirements.

- (32) **Parking on Landscaping.** Parking in an area required to be landscaped by City ordinance.
- (33) **Banner Signs.** Keeping or allowing banner signs in violation of City ordinance.
- (34) **Required Landscaping.** Failure to install or maintain landscaping required by City ordinance.
- (35) **Miscellaneous Sanitary Regulations.** It shall be unlawful and a nuisance to do any of the following:
 - (a) To place, conduct or discharge into or on any street, alley, sidewalk, gutter, water ditch or canal, or any vacant lot, any rancid fat or grease waste material, any filthy or offensive water, liquid, waste refuse or discharge of any kind that is offensive or likely to become so, or any putrid or unsound meat, fish, hides or skin or any kind, or filth, offal, dead animals, vegetables or any unsound offensive matter whatsoever. Provided, however, that this section shall not apply to the spreading of manure upon land for the purpose of fertilizing of the soil.
 - (b) To process dead animals for the purpose of fertilizing material or other products, or any boiling of offal, fat or grease that shall be done or carried on in an offensive, unclean or defective manner.
 - (c) To fail to abate any collection of waste, rags, damaged merchandise, wet, broken or leaking barrels, casks or boxes, or any materials that are offensive or tend to decay, to become putrid, or to pollute the air.
 - (d) For the owner or occupant of real property, or any other Responsible Person, to cause or permit upon said property any of the following unsanitary, fly producing, disease causing condition:
 - i. Manure that is not securely protected from flies.
 - ii. Any privy, vault, cesspool, sink, pit or like place that is not securely protected from flies.
 - iii. Garbage that is not securely protected from flies.
 - iv. Vegetable or animal waste, trash, litter, rags, or refuse of any kind, nature or description in which flies may breed or multiply.
- (36) It is unlawful for any owner or occupant of real property in the city to let the height of weeds on such property to grow beyond the maximum permitted, or to fail to remove from such property any injurious and noxious weeds, garbage and refuse, unsightly or deleterious objects or structures, after having been given notice pursuant to Utah Code Annotated section 10-11-2.

**PART IV
EXCEPTIONS**

No act that is done or maintained under the express authority of an authoritative statute, ordinance or court ruling shall be declared a nuisance.

**PART V
RESPONSIBILITY OF NUISANCES**

The Responsible Person(s) is responsible for abating nuisances pursuant to this Ordinance. Any person, whether as owner, agent, or occupant, who creates, aids in creating, or contributes to a nuisance, or who supports, continues, or retains a nuisance, is responsible for the nuisance and is therefore a Responsible Person pursuant to this Ordinance. Every successive owner or tenant of a property or premises who fails to abate a continuing nuisance upon or in the use of such property or premises caused by a former owner or tenant is responsible therefore in the same manner as the one who first created it.

**PART VI
NUISANCE ABATEMENT - ADMINISTRATION**

This Ordinance shall be administered and enforced by the Building and Zoning Department.

**PART VII
FINDING OF NUISANCE**

If the Zoning Administrator finds that a nuisance exists, the Zoning Administrator shall attempt to have the Responsible Person abate the nuisance. Although the Zoning Administrator's first step in correcting or abating the nuisance will always be to obtain voluntary compliance, the Zoning Administrator may pursue any remedy or combination of remedies available pursuant to this Ordinance, State law or common law in order to abate the nuisance. Nothing in this section shall be interpreted to prohibit the City from engaging in its standard prosecution practices. Therefore, the City may prosecute violators of City ordinances or State laws without first having to comply with the provisions of this Ordinance, even though the activity or conduct prosecuted may also constitute a nuisance under this Ordinance. Nothing in this Ordinance shall be interpreted to prevent the City from enforcing applicable City ordinances or building codes without first treating the offending conduct, situation or activity as a nuisance pursuant to this Ordinance.

**PART VIII
VOLUNTARY CORRECTION**

This section applies whenever the Zoning Administrator determines that a nuisance exists.

1. **Contact.** Before taking other steps to abate the nuisance, the Zoning Administrator shall make a reasonable attempt to secure voluntary correction or abatement of the nuisance by:
 - A. Contacting the Responsible Person, where possible;
 - B. Explaining the nuisance;
 - C. Requesting the Responsible Person to abate the nuisance; and
 - D. Agreeing to terms with the Responsible Person to abate the nuisance.

2. **No Agreement.** If the Zoning Administrator and the Responsible Person cannot agree to terms for correcting or abating the nuisance, the Zoning Administrator may still abate the nuisance using one or more of the procedures set forth in this Ordinance, State law, or common law.

3. **Voluntary Correction Notice/Agreement.** If the Zoning Administrator and the Responsible Person agree to terms for abating the nuisance, they shall enter into and sign a Voluntary Correction Notice/Agreement. The Voluntary Correction Notice/Agreement is a contract between the City and the Responsible Person in which the Responsible Person agrees to abate the nuisance within a specified time and according to specified conditions. The Voluntary Correction Notice/Agreement shall include the following terms:
 - A. The name and current address of the Responsible Person;
 - B. The street address of the nuisance, or a description sufficient to identify the building, structure, premises, or land upon or within which the nuisance is occurring;
 - C. A description of the nuisance;
 - D. The necessary corrective action to be taken, and a date or time by which correction must be completed;
 - E. An agreement by the Responsible Person that the City may inspect the premises as may be necessary to determine compliance with the Voluntary Correction Notice/Agreement;
 - F. An agreement by the Responsible Person that the City may abate the nuisance and recover its costs and expenses to abate the nuisance, as well as a monetary fine pursuant to this Ordinance from the Responsible Person, if the terms of the Voluntary Correction Notice/Agreement are not met;
 - G. An agreement by the Responsible Person acknowledging that he/she waives the right to appeal the Zoning Administrator's finding that a nuisance exists and waiving the right to appeal the specific corrective action required in the Voluntary Correction Notice/Agreement; and
 - H. An agreement by the Responsible Person that failure to comply with the Voluntary Correction Notice/Agreement may be grounds for criminal prosecution.

The Zoning Administrator may grant an extension of the time limit for correcting or abating the nuisance if the Responsible Person has shown due diligence and/or substantial progress in correcting or abating the nuisance but unforeseen circumstances render abatement under the

original conditions unattainable. If the Responsible Person complies with the terms of the Voluntary Correction Notice/Agreement, the City shall take no further action against the Responsible Person related to the nuisance described in the Voluntary Correction Notice/Agreement unless the nuisance recurs.

PART IX ADMINISTRATIVE CITATION

1. **Administrative Citation.** When the Zoning Administrator determines that a nuisance exists, and is unable to secure voluntary correction pursuant to this Ordinance, the Zoning Administrator may issue an administrative citation to the Responsible Person. The Zoning Administrator may issue an administrative citation without having attempted to secure voluntary correction as provided in this Ordinance under the following circumstances:
 - A. When an emergency exists; or
 - B. When the Zoning Administrator is unable to locate or determine the identity of the Responsible Person.

2. **Content of Administrative Citation.** The administrative citation shall include the following:
 - A. The name and last known address of the Responsible Person; and
 - B. The street address of the nuisance or a description sufficient for identifying the building, structure, premises, or land upon or within which the nuisance is occurring; and
 - C. A description of the nuisance; and
 - D. The required corrective action and date for completion thereof; and
 - E. A notice that the City may abate the nuisance and charge the Responsible Person for all abatement costs and expenses if the Responsible Person does not correct the nuisance before the Completion Date; and
 - F. The time for appealing the administrative citation to the Hearing Officer and the procedure for filing an appeal.
 - G. A statement indicating that no monetary fine will be assessed if the Zoning Administrator approves the completed, required corrective action prior to the Completion Date; and
 - H. A statement that the City may assess a monetary fine against the Responsible Person if the correction is not completed by the Responsible Person and approved by the Zoning Administrator before the Completion Date.

3. **Service of Administrative Citation.** The Zoning Administrator shall serve the administrative citation upon the Responsible Person, either personally or by mailing, certified, return receipt requested, a copy of the administrative citation to the Responsible Person at his/her last known address. If the Responsible Person cannot after due diligence be personally served and if an address for mailed service cannot after due diligence be ascertained, notice shall be served by posting a copy of the administrative citation conspicuously on the affected property. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service,

declaring the time and date of service, the manner by which the service was made, and if by posting, the facts showing that due diligence was used in attempting to serve the person personally or by mail.

4. **No Extension.** No extension of the time specified in the administrative citation for correction of the nuisance may be granted, except by order of the Hearing Officer.

PART X OTHER REMEDIES

The City may take one or more of the following actions against any Responsible Person who fails to comply with the terms of a Voluntary Correction Notice/Agreement, an administrative citation, or an order of the Hearing Officer:

1. **Abatement by the City.**
 - A. The City may abate a nuisance when:
 - (1) The terms of a Voluntary Correction Notice/Agreement have not been met; or
 - (2) The requirements of an administrative citation have not been complied with, or, if the administrative citation is appealed to a Hearing Officer and the terms of the administrative citation are amended by the Hearing Officer, the terms of the Hearing Officer's Order have not been complied with; or
 - (3) The condition is subject to summary abatement as provided for in subsection B, below.
 - B. Whenever a nuisance is occurring that constitutes an immediate and emergent threat to the public health, safety or welfare or to the environment, the City may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it, shall be given to the Responsible Person as soon as reasonably possible after the abatement.
 - C. Using any lawful means, the City may enter upon the subject property and may remove or correct the condition that is subject to abatement. The City may seek, but is not required to seek, such judicial process as it deems necessary to effect the removal or correction of such condition.
 - D. The costs, including incidental expenses, of correcting or abating the violation shall be billed to the Responsible Person and/or the owner, lessor, tenant or other person entitled to control, use and/or occupy the property and shall become due and payable to the City within ten (10) days of actual receipt of the bill (within fifteen days of the mailing date if the bill is mailed). The term "incidental expenses" includes but is not limited to:
 - (1) Personnel costs, both direct and indirect, including attorney's fees and costs;
 - (2) Costs incurred in documenting the violation;
 - (3) Hauling, storage and disposal expenses;
 - (4) Actual expenses and costs for the City in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work; and

(5) The costs of any required printing and mailing.

2. **Monetary Fine.** The Responsible Person shall pay the City a monetary fine for each day the nuisance continues after the Completion Date. The nuisance shall be considered to continue until the Zoning Administrator approves the Responsible Person's actions to correct or abate the nuisance. The amount of the monetary fine shall be as follows:
- A. One Hundred Dollars (\$100.00) per day for each day during the first week that the nuisance remains uncorrected or unabated after the Completion Date;
 - B. Two Hundred Dollars (\$200.00) per day for each day thereafter until the nuisance is corrected or abated according to the terms set forth in the administrative citation.

The monetary fine shall be cumulative and may not be waived by the Zoning Administrator. Payment of a monetary fine pursuant to this Ordinance does not relieve the Responsible Person from the duty to abate the nuisance as required by the Voluntary Correction Notice/Agreement or the administrative citation. The monetary fine constitutes a personal obligation of the Responsible Person. Any monetary fine assessed must be paid to the City within ten (10) calendar days from the date of mailing of the Hearing Officer's decision and order or a notice from the City that the fine is due. The City Attorney or his/her designee is authorized to take appropriate action to collect the monetary fine, plus reasonable attorney's fees, interest, and costs incurred in collecting said monetary fine.

3. **Civil Actions.** Either the City or any private person directly affected by a nuisance may bring a civil action to abate or enjoin the nuisance, or for damages for causing or maintaining the nuisance (including the cost, if any, of cleaning the subject property). The civil action may be brought pursuant to this Ordinance or pursuant to State law. Any action brought by the City may include claims for costs and expenses associated with abatement of the nuisance, plus reasonable attorney's fees, interest, and costs incurred in collecting any judgment thereon.
4. **Criminal Actions.** Criminal actions may be initiated by criminal citation from the Zoning Administrator or by long form Information.
- A. Any person who maintains or assists in maintaining a nuisance is guilty of a Class C misdemeanor. No person shall be prosecuted under this Ordinance unless the Zoning Administrator first attempted to obtain voluntary correction as provided in this Ordinance.
 - B. If the alleged nuisance is also a violation of a provision of a City ordinance (other than this nuisance ordinance) or State law, the Responsible Person may be charged under the specific provision of the City ordinance or State law, even if the Zoning Administrator did not first attempt to obtain voluntary correction as provided in this ordinance.
 - C. Any person who knowingly obstructs, impedes, or interferes with the City or its agents, or with the Responsible Person, in the performance of duties imposed by this Ordinance, or a decision and Order issued by the Hearing Officer, or a Voluntary Correction Notice/Agreement, is guilty of a Class B misdemeanor.

5. **Abatement by Eviction.** Whenever there is reason to believe that a nuisance is kept, maintained, or exists in the City, the City Attorney or any citizen(s) residing in the City, or any person or entity doing business in the City, in his or their own names, may maintain an action in a court of competent jurisdiction to abate the nuisance and obtain an order for the automatic eviction of the tenant of the property harboring the nuisance. The eviction shall take place as specified in Utah law.
6. **Other Remedies.** In the event that the property owner fails to pay any fines or costs related to nuisance abatement when due and cannot be adequately served within Utah County, or in the event that he resides outside Utah County, the City may refer the matter to the county treasurer for inclusion in the tax notice of the property owner, including all costs associated both with the abatement of the nuisance in the manner anticipated by this Ordinance together with administrative expenses in the manner described herein.
7. **Non-exclusive Remedies.** The City may take any or all of the above-mentioned remedies (administrative, civil or criminal) to abate a nuisance and/or to punish any person or entity who creates, causes or allows a nuisance to exist. The abatement of a nuisance does not prejudice the right of the City or any person to recover damages or penalties for its past existence.

PART XI APPEALS

1. **Grounds.** Any person receiving an administrative citation may appeal the administrative citation to the Hearing Officer. Only the following issues may be appealed to the Hearing Officer:
 - A. The person charged in the administrative citation as the Responsible Person is not the Responsible Person as defined by this Ordinance.
 - B. The condition described as a nuisance in the administrative citation is not a nuisance as defined by this Ordinance.
 - C. The method required by the administrative citation to abate the nuisance is inappropriate or is not the most cost effective method of effectively correcting or abating the nuisance.
 - D. The time period given to abate the nuisance in the administrative citation is unreasonable.
 - E. The monetary fine set forth in the administrative citation is not consistent with the provisions of Part X (2) of this Ordinance.
 - F. The Zoning Administrator refused to approve a corrective action that met the requirements of the administrative citation.
 - G. The Responsible Person claims that the requirement(s) of the administrative citation violates his/her constitutional rights.

2. **Filing.** The person desiring to appeal must file a notice with the City Manager within ten (10) days of receipt of the administrative citation (within fifteen days of the mailing date if the administrative citation is mailed). Failure to request an appeal hearing as provided shall constitute a waiver to such hearing and a waiver of the right to appeal.
3. **Hearing.** The hearing before the Hearing Officer shall be informal according to rules and procedures established by the Hearing Officer. The appellant may, but is not required to, bring an attorney or other representative to assist him or her. The appellant and the Zoning Administrator may each call witnesses at the hearing. The Hearing Officer may, with or without the parties present, visit the site of the alleged nuisance. If the Hearing Officer allows the parties at the site visit, both parties must be given the opportunity to be present. The hearing shall be scheduled by the Hearing Officer within thirty (30) days from the date the notice of appeal is filed with the City.
4. **Burden of Proof.** The appellant shall have the burden of proof to demonstrate by a preponderance of the evidence that he/she had legitimate grounds for an appeal. The determination of the Zoning Administrator as to the need for the required corrective action shall be accorded substantial weight by the Hearing Officer in determining the reasonableness of the corrective action.
5. **Authority of Hearing Officer.** The Hearing Officer shall have authority to affirm or vacate the administrative citation, or to modify or waive specific provisions of the administrative citation. If the appellant fails to attend the hearing, the Hearing Officer shall affirm the administrative citation. The Hearing Officer shall not vacate the administrative citation unless he/she finds that no nuisance exists. The Hearing Officer shall modify the administrative citation if he/she finds that a nuisance exists, but that one or more of the requirements of the administrative citation is improper or inappropriate. A requirement is improper if it is contrary to this Ordinance. A requirement is inappropriate if the Hearing Officer finds that there is a better means of resolving the problem or that the proposed solution is inappropriate given the nature or severity of the problem. When determining whether to waive or modify a requirement of the administrative citation, the Hearing Officer may also consider:
 - A. Whether the appellant responded to the Zoning Administrator's attempts to contact the appellant and cooperated with efforts to correct the nuisance;
 - B. Whether the appellant has shown due diligence and/or substantial progress in correcting the nuisance;
 - C. The financial ability of the appellant and the amount, if any, that the appellant has benefitted financially by maintaining the nuisance.
 - D. Any other relevant factors.

If the appellant appeals the Zoning Administrator's refusal to approve appellant's corrective action, the Hearing Officer shall visit the site and determine if the appellant complied with the requirements of the administrative citation.

6. **Order.** The Hearing Officer shall issue a written Order to the appellant and the City notifying them of his/her decision. The Order shall include the Hearing Officer's findings of fact and ultimate decision. If the Hearing Officer modifies or waives

provisions of the administrative citation, the Order shall specify which portions are modified and how they are modified. The Hearing Officer shall mail a copy of the Order to the appellant and the City within five (5) working days of the close of the hearing.

7. **Appeal to District Court.** Either the City or the appellant may appeal the Hearing Officer's Order by filing a petition for review of the Order. The petition must be filed in the Fourth District Court within thirty (30) calendar days from the date the Hearing Officer's Order was mailed to the appellant. In the petition, the plaintiff may only allege that the Hearing Officer's order was arbitrary, capricious, or illegal. The Hearing Officer shall transmit to the reviewing court the record of its proceedings, including any minutes, findings, orders and, if available, a true and correct transcript of its proceedings. If, in the opinion of the District Court, there is a sufficient record to review the Hearing Officer's Order, the Court's review is limited to the record provided by the Hearing Officer. The District Court may not accept or consider any evidence outside of the Hearing Officer's record unless the evidence was offered to the Hearing Officer and the court determines that it was improperly excluded by the Hearing Officer. If, in the opinion of the District Court, there is not a sufficient record to review the Hearing Officer's Order, the Court may call witnesses and take evidence. No petition or appeal may be filed in District Court unless the Responsible Person first appeals to the Hearing Officer pursuant to the terms set forth in this Ordinance.

SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and posting as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 5TH DAY OF MARCH, 2013.

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor Gygi & City Council
FROM:	David Bunker, City Manager
DATE:	4/2/2013

City Council Memorandum

SUBJECT:	FY 2014 Budget Presentation
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Charl Louw, Finance Director and Dax Fossum, Finance Analyst
BACKGROUND AND FINDINGS:	Presentation of the FY 2014 Water and Sewer Expenditures
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT:	
SUPPORTING DOCUMENTS:	Preliminary FY 2014 Water and Sewer Expenditures
RECOMMENDATION:	To review and comment on the FY 2014 Water and Sewer Expenditures
MOTION:	

Budget Presentation

WATER AND SEWER FUND EXPENDITURES

Water and Sewer Fund

- **Bowen Collins Projections vs. City's 2014 Plan**

- Projected deficit with recommended increases
- Canyon road sewer or other potential projects
- Main differences with Bowen Collins projections
 - ✦ Less payroll
 - ✦ Curb improvements
 - ✦ Impact fee study
 - ✦ Motor pool charges

Water and sewer fund (cont.)

- Debt service coverage requirements
- Potential changes
 - 2009 Utility bond interest rate swap to 3.02%
 - Impact fee study estimates
 - Utility rates
 - Seasonal employees vs. full-time employee

10-Year Budget Plan - Water

	Historic			Projected			
	Year			Year			
	FYE 2010	FYE 2011	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016
Total ERUs	2,237	2,237	2,365	2,383	2,401	2,419	2,439
% Growth from Previous Year	-	0.00%	5.72%	0.76%	0.76%	0.75%	0.83%

Expenditures

O&M	\$1,417,155	\$1,765,793	\$1,912,700	\$1,986,583	\$2,063,425	\$2,143,278	\$2,226,929
Debt Service	\$734,982	\$682,264	\$701,014	\$695,997	\$694,188	\$700,548	\$694,604
Total Capital Expenditures	\$65,538	\$67,548	\$735,800	\$136,318	\$537,680	\$369,081	\$820,877
Total Expenditures	\$2,217,675	\$2,515,605	\$3,349,514	\$2,818,899	\$3,295,294	\$3,212,908	\$3,742,411
Capital Expenditures from Bond Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditures from Reserves	\$65,538	\$67,548	\$735,800	\$136,318	\$537,680	\$369,081	\$820,877

Income

PI TRANSFER	\$63,113	\$184,817	\$171,503	\$173,477	\$175,380	\$168,062	\$171,885
Projected Income - Existing Rates	\$2,347,297	\$2,594,659	\$2,676,600	\$2,707,311	\$2,732,741	\$2,758,871	\$2,792,015
System Investment Goal	\$924,904	\$964,475	\$1,035,000	\$1,073,920	\$1,114,198	\$1,156,018	\$1,200,460
Recommended Long-term Level of Funding	\$2,342,059	\$2,730,268	\$2,947,700	\$3,060,503	\$3,177,624	\$3,299,296	\$3,427,390
Recommended Rate Increases							
Projected Income - Recommended Rates	\$2,347,297	\$2,594,659	\$2,676,600	\$2,798,537	\$2,922,019	\$3,053,477	\$3,200,126

(\$20,361) (\$373,275) (\$159,430) (\$542,285)

	FYE 2017	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022
Total ERUs	2,459	2,479	2497.5925	2516.324444	2535.196877	2554.210854
% Growth from Previous Year	0.82%	0.81%	0.75%	0.75%	0.75%	0.75%

Expenditures

O&M	\$2,313,961	\$2,404,354	\$2,491,762	\$2,582,556	\$2,676,875	\$2,774,867
Debt Service	\$699,829	\$692,700	\$702,149	\$699,474	\$699,766	\$696,074
Total Capital Expenditures	\$72,733	\$474,638	\$376,091	\$617,587	\$579,129	\$80,716
Total Expenditures	\$3,086,522	\$3,571,692	\$3,570,002	\$3,899,617	\$3,955,770	\$3,551,657
Capital Expenditures from Bond Proceeds	\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditures from Reserves	\$72,733	\$474,638	\$376,091	\$617,587	\$579,129	\$80,716

Income

PI TRANSFER	\$165,233	\$169,001	\$158,424	\$158,555	\$153,874	\$155,298
Projected Income - Existing Rates	\$2,820,271	\$2,849,051	\$2,875,501	\$2,902,299	\$2,929,452	\$2,956,967
System Investment Goal	\$1,246,254	\$1,293,714	\$1,342,317	\$1,392,746	\$1,445,070	\$1,499,360
Recommended Long-term Level of Funding	\$3,560,215	\$3,698,068	\$3,834,079	\$3,975,302	\$4,121,946	\$4,274,227
Recommended Rate Increases						
Projected Income - Recommended Rates	\$3,350,282	\$3,509,986	\$3,676,640	\$3,853,835	\$4,042,275	\$4,242,712

\$263,760 (\$61,706) \$106,638 (\$45,782) \$86,505 \$691,055

WATER

1	2015	Manilla Water Upgrades (estimate)	\$	300,000
2	2017	Migratory Meter Reading System	\$	100,000
	2019	Irrigation Pump Pond 12	\$	100,000
	2019	Irrigation Pump Pond 10	\$	200,000
	2020	Harvey Well Chlorination Station	\$	80,000
	2020	Cottonwood Well Chlorination Station	\$	60,000
			\$	840,000

SEWER

	2014	Canyon Road Sewer Improvements	\$	400,000	partner with PG
	2016	4000 West Sewer Improvements	\$	250,000	
3	2018	4600 West Sewer Upgrade	\$	400,000	
	2020	Cedar Hills Drive Sewer Upgrade	\$	400,000	
	2021	Sewer Outfall Line Extension	\$	500,000	
			\$	1,950,000	

STORM DRAIN

	2016	Old Towne Storm Drain Retention Projec	\$	400,000
			\$	400,000

Fiscal Year

	2008	2009	2010	2011	2012	2013	2014
Operating Revenues:							
Water & Sewer System Revenues	\$ 2,016,177	\$ 2,050,184	\$ 2,388,938	\$ 2,634,734	\$ 2,754,599	\$ 2,895,000	\$ 2,981,004
Total System Operating Revenues:	\$2,016,177	\$2,050,184	\$2,388,938	\$2,634,734	\$2,754,599	\$2,895,000	\$2,981,004
Operating Expenses:							
Total System Operating Expenses:	1,209,295	1,283,788	1,507,183	1,871,064	1,969,105	1,814,484	1,851,465

Net Operating Income

Net Revenues Available for Debt Service

Annual Bond Debt Service

Series 2006 Bonds	466,900	439,550	442,425	384,925	404,525	402,963	401,213
Series 2007 Bonds	20,925	136,639	136,471	137,248	136,945	136,588	137,176
Series 2009 Bonds	-	-	79,005	84,210	82,413	80,616	78,819
Total Bond Debt Service:	\$ 487,825	\$ 576,189	\$ 657,901	\$ 606,383	\$ 623,883	\$ 620,166	\$ 617,207

DEBT SERVICE COVERAGE:

	1.65	1.33	1.34	1.26	1.26	1.74	1.89
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Water, Sewer, & Storm Drain Fund Cash Flow Analysis

TOTAL BUDGETED LOSS	(\$233,245)	
Less Debt Service		
2006 PI Bond Principal	(\$185,000)	\$216,212
2007 Well Bond Principal	(\$92,000)	\$45,176
2009 PI2 Bond Principal	(\$30,000)	\$48,819
Less Capital Projects		
Canyon Road Sewer Improvements	(\$400,000)	Subject to change
Water Stock	(\$5,000)	
Plus Non-Cash Items		
Depreciation - Storm Drain	\$68,000	
Depreciation - Water	\$412,000	
Depreciation - Sewer	\$141,500	
Amortization - Bond Costs	\$7,450	Will change with refunding
Accrued Interest Adjustment	(\$3,550)	Will change with refunding
TOTAL CASH OUTFLOW	(\$319,845)	

WATER, SEWER, & STORM DRAIN EXPENDITURES

WATER EXPENDITURES		FY 2010 ACTUAL	FY 2011 ACTUAL	FY 2012 ACTUAL	FY 2012 BUDGET	FY 2013 BUDGET	FY 2014 BUDGET	CHANGE
51-73-110	Salary & Wages (FT)	\$196,224	\$191,479	\$214,146	\$216,400	\$208,750	\$196,951	(\$11,799)
51-73-111	Overtime	\$356	\$785	\$1,208	\$3,350	\$3,500	\$3,128	(\$372)
51-73-120	Salary & Wages (PT)	\$5,941	\$6,661	\$4,618	\$10,150	\$6,000	\$10,000	\$4,000
51-73-150	Employee Benefits	\$111,572	\$106,428	\$115,006	\$124,800	\$122,750	\$115,282	(\$7,468)
51-73-200	Water Supplies	\$2,465	\$2,274	\$446	\$3,500	\$3,500	\$3,500	\$0
51-73-210	Dues & Subscriptions	\$1,625	\$1,555	\$1,275	\$2,000	\$2,000	\$2,000	\$0
51-73-211	Education & Training	\$1,203	\$2,566	\$1,482	\$3,500	\$3,500	\$3,500	\$0
51-73-240	Computer Expenses	\$2,037	\$3,000	\$0	\$3,000	\$3,000	\$3,000	\$0
51-73-260	Office Equipment	\$0	\$1,000	\$598	\$1,000	\$1,000	\$1,000	\$0
51-73-265	Tools & Equipment	\$981	\$1,787	\$3,144	\$4,500	\$12,500	\$12,500	\$0
51-73-280	Utilities	\$260,010	\$262,191	\$292,838	\$270,000	\$285,000	\$295,000	\$10,000
51-73-282	Blue Stakes	\$824	\$1,053	\$912	\$1,500	\$1,000	\$1,000	\$0
51-73-290	Communications/Telephone	\$1,593	\$1,672	\$1,238	\$2,000	\$2,000	\$2,000	\$0
51-73-310	Engineering Services	(\$50)	\$0	\$0	\$1,000	\$1,000	\$1,000	\$0
51-73-330	Professional/Technical	\$5,158	\$10,817	\$25,891	\$26,000	\$8,000	\$20,000	\$12,000
51-73-360	Meter Installation & Maintenance	\$6,084	\$17,810	\$31,277	\$30,000	\$35,000	\$25,000	(\$10,000)
51-73-470	Water Purchases - AF	\$95,750	\$0	\$0	\$0	\$0	\$0	\$0
51-73-471	Water Purchases - PG	\$14,450	\$17,683	\$17,723	\$17,700	\$18,000	\$18,000	\$0
51-73-472	Water Testing	\$3,551	\$5,572	\$2,398	\$6,500	\$6,500	\$6,500	\$0
51-73-510	Insurance	\$14,021	\$10,687	\$17,414	\$12,500	\$15,000	\$15,770	\$770
51-73-751	Water Construction Projects/Repair	\$32,308	\$8,394	\$8,691	\$30,000	\$40,000	\$35,300	(\$4,700)
51-73-800	Supplementary Water	\$114,034	\$119,403	\$109,856	\$120,000	\$120,000	\$120,000	\$0
51-73-801	PI Expenses	\$33,230	\$11,611	\$13,473	\$15,000	\$15,000	\$15,200	\$200
51-73-900	Credit Card Fees	\$8,813	\$11,808	\$12,158	\$12,000	\$13,000	\$13,000	\$0
51-73-950	Trustee Fees	\$3,100	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$0
51-73-955	Bond Interest	\$348,295	\$338,216	\$328,063	\$328,350	\$317,550	\$310,206	(\$7,344)
51-73-960	Depreciation - Water	\$384,509	\$402,558	\$402,557	\$408,000	\$412,000	\$412,000	\$0
51-73-965	Amortization - Bond Costs	\$7,429	\$7,429	\$7,430	\$7,450	\$7,450	\$7,450	\$0
51-73-975	Bad Debt	\$17,524	\$36,860	\$9,706	\$18,500	\$8,250	\$10,000	\$1,750
		\$1,577,882	\$1,585,999	\$1,628,248	\$1,683,400	\$1,675,950	\$1,662,987	(\$12,963)

STORM DRAIN EXPENDITURES		FY 2010 ACTUAL	FY 2011 ACTUAL	FY 2012 ACTUAL	FY 2012 BUDGET	FY 2013 BUDGET	FY 2014 BUDGET	CHANGE
51-72-110	Salary & Wages (FT)	\$0	\$124,965	\$123,388	\$130,850	\$147,000	\$137,948	(\$9,052)
51-72-111	Overtime	\$0	\$529	\$980	\$2,500	\$2,500	\$2,234	(\$266)
51-72-120	Salary & Wages (PT)	\$0	\$2,182	\$2,524	\$5,750	\$6,000	\$10,000	\$4,000
51-72-150	Employee Benefits	\$0	\$62,663	\$65,200	\$76,200	\$87,750	\$81,882	(\$5,868)
51-72-200	Storm Drain Supplies	\$0	\$971	\$321	\$3,000	\$3,000	\$3,000	\$0
51-72-210	Dues & Subscriptions	\$0	\$1,560	\$1,060	\$2,000	\$2,000	\$2,000	\$0
51-72-211	Education & Training	\$0	\$188	\$24	\$1,000	\$1,000	\$1,000	\$0
51-72-240	Computer Expenses	\$0	\$1,200	\$0	\$1,200	\$1,200	\$1,200	\$0
51-72-265	Tools & Equipment	\$0	\$1,045	\$1,179	\$2,000	\$2,000	\$2,000	\$0
51-72-290	Communications/Telephone	\$0	\$1,096	\$888	\$1,500	\$1,500	\$1,500	\$0
51-72-330	Professional/Technical	\$0	\$7,227	\$1,586	\$1,000	\$1,500	\$13,550	\$12,050
51-72-470	Testing	\$0	\$0	\$0	\$200	\$200	\$200	\$0
51-72-510	Insurance	\$0	\$4,275	\$4,275	\$5,000	\$6,000	\$6,310	\$310
51-72-751	Storm Drain Maintenance	\$17,461	\$46,779	\$28,540	\$80,000	\$40,000	\$74,500	\$34,500
51-72-960	Depreciation - Storm Drain	\$60,235	\$67,296	\$62,302	\$64,000	\$68,000	\$68,000	\$0
51-72-975	Bad Debt	\$1,962	\$964	\$692	\$2,500	\$1,250	\$750	(\$500)
		\$79,657	\$322,939	\$292,958	\$378,700	\$370,900	\$406,073	\$35,173

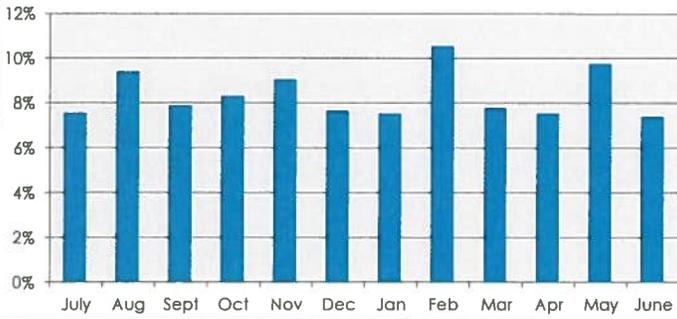
SEWER EXPENDITURES		FY 2010 ACTUAL	FY 2011 ACTUAL	FY 2012 ACTUAL	FY 2012 BUDGET	FY 2013 BUDGET	FY 2014 BUDGET	CHANGE
51-74-110	Salary & Wages (FT)	\$131,304	\$125,924	\$136,393	\$141,600	\$149,500	\$140,448	(\$9,052)
51-74-111	Overtime	\$286	\$531	\$755	\$2,100	\$2,500	\$2,234	(\$266)
51-74-120	Salary & Wages (PT)	\$3,900	\$4,519	\$3,844	\$7,950	\$6,000	\$10,000	\$4,000
51-74-150	Employee Benefits	\$73,394	\$68,207	\$70,837	\$79,950	\$88,500	\$82,632	(\$5,868)
51-74-200	Sewer Supplies	\$1,040	\$834	\$346	\$1,000	\$1,000	\$1,000	\$0
51-74-211	Education & Training	\$655	\$704	\$110	\$1,500	\$1,500	\$1,500	\$0
51-74-240	Computer Expenses	\$0	\$1,800	\$0	\$1,800	\$1,800	\$1,800	\$0
51-74-265	Tools & Equipment	\$506	\$0	\$804	\$1,000	\$1,000	\$1,000	\$0
51-74-280	Utilities	\$1,780	\$122	\$136	\$2,000	\$2,000	\$500	(\$1,500)
51-74-281	Postage	\$575	\$0	\$0	\$1,500	\$1,500	\$1,500	\$0
51-74-282	Blue Stakes	\$166	\$0	\$0	\$0	\$0	\$0	\$0
51-74-290	Communications/Telephone	\$1,325	\$1,164	\$827	\$1,500	\$1,500	\$1,500	\$0
51-74-310	Engineering Services	\$0	\$0	\$0	\$1,000	\$1,000	\$1,000	\$0
51-74-330	Professional/Technical	\$2,260	\$1,655	\$3,540	\$2,000	\$3,000	\$15,000	\$12,000
51-74-470	TSSD Billing	\$413,895	\$565,139	\$607,726	\$570,000	\$580,000	\$600,000	\$20,000
51-74-472	Sewer Television Expenses	\$0	\$0	\$10,144	\$2,000	\$2,000	\$2,000	\$0
51-74-473	Sewer Fee - AF	\$0	\$0	\$0	\$0	\$1,000	\$1,000	\$0
51-74-510	Insurance	\$14,021	\$6,412	\$6,412	\$7,500	\$9,000	\$9,500	\$500
51-74-751	Sewer Maintenance	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,000
51-74-752	Sewer Construction Projects	\$0	\$764	\$790	\$10,000	\$10,000	\$1,000	(\$9,000)
51-74-960	Depreciation - Sewer	\$128,806	\$128,806	\$129,205	\$138,000	\$141,500	\$141,500	\$0
51-74-975	Bad Debt	\$8,106	\$4,549	\$2,853	\$10,500	\$5,000	\$3,000	(\$2,000)
		\$782,017	\$911,131	\$974,725	\$982,900	\$1,009,300	\$1,021,113	\$11,813

NON-OPERATING EXPENDITURES	FY 2010 ACTUAL	FY 2011 ACTUAL	FY 2012 ACTUAL	FY 2012 BUDGET	FY 2013 BUDGET	FY 2014 BUDGET	CHANGE
51-75-820 Transfer to Capital Projects	\$0	\$76,681	\$77,131	\$77,900	\$75,850	\$89,732	\$13,882
51-75-911 Transfer to Motor Pool Fund	\$60,642	\$63,946	\$57,100	\$57,100	\$43,000	\$37,045	(\$5,955)
	\$60,642	\$140,627	\$134,231	\$135,000	\$118,850	\$126,777	\$7,927
GRAND TOTALS	\$2,500,198	\$2,960,696	\$3,030,162	\$3,180,000	\$3,175,000	\$3,216,949	\$41,949

Sales & Use Tax Monthly Trend

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
2013	\$ 84,674	\$ 109,393	\$ 80,284	\$ 96,512	\$ 97,128	\$ 83,812	\$ 89,460	\$ 116,543	\$ 88,188				\$ 845,994
2012	\$ 75,366	\$ 99,159	\$ 74,868	\$ 85,785	\$ 91,860	\$ 77,392	\$ 89,604	\$ 108,976	\$ 76,316	\$ 77,991	\$ 102,587	\$ 90,385	\$ 1,050,291
2011	\$ 73,247	\$ 89,370	\$ 75,888	\$ 78,612	\$ 79,020	\$ 74,690	\$ 73,741	\$ 99,008	\$ 75,823	\$ 72,871	\$ 86,953	\$ 62,932	\$ 942,154
2010	\$ 72,440	\$ 80,370	\$ 73,461	\$ 75,964	\$ 77,386	\$ 72,796	\$ 67,265	\$ 96,112	\$ 67,876	\$ 68,168	\$ 82,874	\$ 58,002	\$ 892,716
2009	\$ 70,283	\$ 75,138	\$ 66,613	\$ 72,471	\$ 75,700	\$ 59,257	\$ 58,704	\$ 78,352	\$ 62,364	\$ 58,507	\$ 79,989	\$ 60,531	\$ 817,908
2008	\$ 60,647	\$ 82,355	\$ 64,033	\$ 71,149	\$ 78,907	\$ 59,536	\$ 60,600	\$ 86,822	\$ 61,476	\$ 61,976	\$ 78,431	\$ 57,541	\$ 823,472
2007	\$ 54,157	\$ 75,622	\$ 57,911	\$ 62,378	\$ 68,807	\$ 54,433	\$ 57,808	\$ 80,607	\$ 57,468	\$ 56,715	\$ 77,880	\$ 53,577	\$ 757,362
2006	\$ 28,729	\$ 43,098	\$ 37,079	\$ 36,274	\$ 49,463	\$ 38,689	\$ 39,725	\$ 59,318	\$ 41,897	\$ 37,717	\$ 55,180	\$ 51,542	\$ 518,711
2005	\$ 24,497	\$ 33,459	\$ 25,980	\$ 25,896	\$ 32,246	\$ 29,287	\$ 24,971	\$ 37,912	\$ 28,234	\$ 27,512	\$ 36,485	\$ 31,727	\$ 358,207
2004	\$ 15,828	\$ 31,080	\$ 23,217	\$ 26,317	\$ 30,056	\$ 21,596	\$ 22,355	\$ 37,007	\$ 23,602	\$ 46,447	\$ 31,780	\$ 102,541	\$ 411,826
2003	\$ 15,360	\$ 21,806	\$ 15,174	\$ 16,744	\$ 39,864	\$ (4,797)	\$ 16,288	\$ 23,585	\$ 15,114	\$ 14,229	\$ 20,943	\$ 16,869	\$ 211,179
2002	\$ 16,144	\$ 22,434	\$ 14,996	\$ 16,981	\$ 21,117	\$ 15,359	\$ 14,438	\$ 24,065	\$ 21,526	\$ 16,237	\$ 20,007	\$ 17,037	\$ 220,341
Total	\$ 384,000	\$ 479,413	\$ 400,964	\$ 422,743	\$ 461,529	\$ 388,687	\$ 382,815	\$ 538,130	\$ 395,138	\$ 383,465	\$ 497,792	\$ 375,853	\$ 5,110,531
avg %	7.51%	9.38%	7.85%	8.27%	9.03%	7.61%	7.49%	10.53%	7.73%	7.50%	9.74%	7.35%	100.00%

Average % of Annual Revenue



Monthly Revenue

