



**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, January 21, 2020 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, January 21, 2020, 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 Pledge led by C. Andersen and Invocation given by C. Miller
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

CONSENT AGENDA (Consent items are only those which require no further discussion or are routine in nature. All items on the Consent Agenda are adopted by a single motion)

4. Appointment of Will Frazier, Rob Blake and Melissa Willie to the Family Festival Citizens Advisory Committee

CITY REPORTS AND BUSINESS

5. City Manager
6. Mayor and Council

SCHEDULED ITEMS & PUBLIC HEARINGS

7. Review/Action and Public Hearing on possible adjustments to the Water and Sewer Fund and the Capital Projects Fund
8. Review/Action on a Resolution Authorizing the Mayor to Execute a Cooperative Agreement between the State of Utah Division of Forestry, Fire and State Lands regarding Wildfire Management
9. Review/Action on Alcohol Events at the Vista Room
10. Review/Action on Amendments to the Planning Commission Bylaws
11. Review/Action on an Ordinance Amending Title 9 Chapter 1, Article B of the City Code related to the Planning Commission
12. Discussion on an Interlocal Cooperative Agreement with Lighthub Communications Agency
13. Motion to go into Closed Session Pursuant to Utah State Code 52-4-205(1)(e) to discuss the Sale of Real Property

* * * CLOSED SESSION * * *

14. Motion to Adjourn Closed Session and Reconvene Council Meeting

ADJOURNMENT

15. Adjourn

Posted this 17th day of January, 2020

/s/ Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the city's website at www.cedarhills.org.
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting.
- An Executive Session may be called to order pursuant to Utah State Code 52-4-204 & 52-4-205.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/21/20

City Council Agenda Item

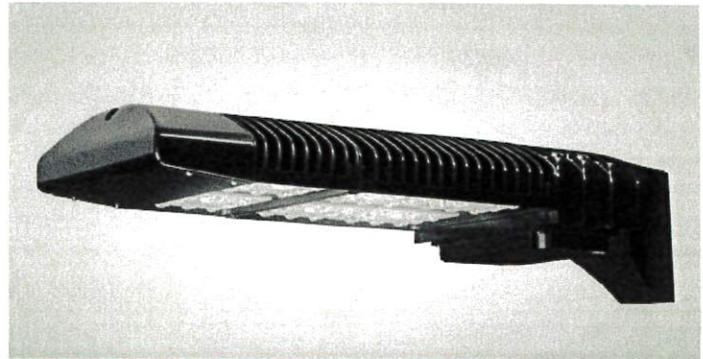
SUBJECT:	Review/Action on FY 2019-2020 Budget Amendments
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Charl Louw, Finance Director
BACKGROUND AND FINDINGS:	
<p>The City is required to keep expenditures within budget. Based on the current restricted and unrestricted reserves available, the city staff recommends paying additional principal to pay off the 2007 Utility Revenue Bonds, and procure pending items related to the pickleball courts needed to help Harvey Park be ready to open the end of May.</p>	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT:	
<p>The city staff recommends using \$586,538.14 in restricted reserves and \$520,675.66 in unrestricted reserves in the Water and Sewer fund to pay off the outstanding 2007 Utility Revenue Bonds. This will improve the debt service coverage and cash flow in future years. It will also eliminate \$122,000 in interest expenses. This will reduce unrestricted cash in the Water & Sewer fund to \$1,306,445.</p> <p>The city staff also recommends purchasing 240' of 8' high Acoustiblok--Acoustifence for the northside of the northern pickleball courts for approximately \$12,000 plus shipping, and 20' Techlight led light poles to cover the various court light pole bases using approximately \$42,000 for materials and \$23,000 for installation using unrestricted Capital Project reserves. The light poles were originally specified at 40', but we were able to find lights that work at 20' and point straight down to be dark sky compliant. The city staff also recommends funding additional fencing to protect vehicles.</p>	
SUPPORTING DOCUMENTS:	
The Budget Amendments document shows the budget line breakdown	
RECOMMENDATION:	
To approve the resolution to fund budget amendments.	
MOTION:	
Adopt Resolution No. _____ A RESOLUTION ADOPTING THE AMENDED 2019-2020 FISCAL YEAR BUDGET FOR THE CITY OF CEDAR HILLS, UTAH.	



TECHLIGHT
INNOVATION IN ILLUMINATION

LSMT SERIES

High Lumen LED Scimitar Tennis Light



SERIES	HOUSING HEIGHT	LENGTH & WIDTH	EPA (FT ²)
LSMT	5.23"	37.23" x 16.02"	1.4

supply. LED's rated for over 50,000 hours at 25°C ambient temperature. 347V-480V input option available. 0-10V dimming. Built-in surge protection up to 10 kV. Built-in Active PFC Function >95%/Full load. LED Power Supply conforms to UL8750 standards and is IP65 rated for wet locations.

MOUNTING — The fixture was designed to utilize an innovative die cast decorative arm that allows the fixture to easily mount to almost any existing bolt pattern or new pole. Additional mounting options include a quick mount with 8" straight arm (for use on fixtures with no more than 4 LED bricks) and a 2" adjustable slip fitter for tenon mounting (for use as a downlight only). Additional mounting options may be available for custom applications.

LISTINGS — LED Power Supply listed for wet locations (IP65). LED bricks ETL listed for wet locations (IP64). Meets US and Canadian safety standards. -40°C to 50°C ambient operation. RoHS Compliant.

Catalog Number	
Project	Type

FEATURES & SPECIFICATIONS

APPLICATION — The high lumen output luminaire is designed to be a replacement for HID fixtures up to 1000W. It is optimal for lighting applications where long life, low maintenance, and consistent color rendering is required. Areas with limited accessibility due to fixture location or where heavy pedestrian or vehicle traffic makes maintenance difficult are ideal applications. The high wattage/lumen output allows the fixture to be used for parking, restaurant, quick service, shopping centers or sports lighting applications.

CONSTRUCTION — The heavy duty housing is constructed of cast aluminum with heat dissipating fins. The optical assemblies are sealed in place using a silicone gasket for weather tight protection. Modular LED system for ease of maintenance. ETL listed for wet locations (IP64). Additional IP66 rating available upon request. Each fixture comes standard with preps to accommodate advanced wireless control, management and reporting systems for outdoor lighting.

FINISH — A corrosion-resistant black E-Coat layer that forms a uniform and all-encompassing protective barrier is applied to the fixtures prior to electrostatically applying a super durable powder coat finish. Standard colors available: Black, Bronze, US Green, White. Custom colors available upon request.

OPTICAL SYSTEM — Made with a state of the art UV stabilized acrylic high performance refractive optical assemblies that use high transmissivity materials to achieve precise photometric distributions. Available in Type II, III, IV, IV Automotive, Automotive Frontline Wide, IV Tennis, V Narrow, V Medium and V Wide beam configurations. Optics may be ordered rotated 90 degrees for perimeter lighting or walkway applications (optics are not field rotatable). The full cutoff fixture is Star Light Friendly (meets or exceeds Dark Sky requirements) in the horizontal position.

ELECTRICAL SYSTEM — Available in up to a 8 brick LED system in 5000K-70 CRI Cool White (+/- 500K) or 4100K-70 CRI Neutral White color temperatures propagated with Cree® XLamp XHP70 LED's. Consult factory for high CRI (90+) model availability. Available with 100-300V 50/60 Hz Class II power

ORDERING INFORMATION

Choose the bold face options for the appropriate luminaire configuration for your application and enter on the line above each fixture attribute. Accessories may be factory installed, depending on the particular accessory chosen, but still be ordered as a separate line item.

EXAMPLE:

LSMT6WXT5WF1-BZ

LSMT								
SERIES	# OF BRICKS	COLOR TEMP	# LED'S PER BRICK	OPTICS	DRIVE CURRENT	VOLTAGE	OPTIONS	FINISH
	1 = 1 Brick 2 = 2 Brick 4 = 4 Brick 6 = 6 Brick	W = Warm White (3000K) C = Cool White (5000K) N = Neutral White (4000K)	X = 8 XHP70 LED's	T2 = Type II T3 = Type III T4 = Type IV T4A = Type IV Auto FAW = Frontline Auto Wide T4T = Type IV Tennis T5N = Type V Narrow T5M = Type V Medium T5W = Type V Wide	F = 1400 mA	1 = Multi-Volt ¹ 2 = 347-480V	L = Left Rotated Optics R = Right Rotated Optics (Leave Blank for standard optics)	BZ = Bronze BK = Black GR = US Green WH = White SP = Special ²

ACCESSORIES (Order as separate line items)

- SDARM** Die Cast Decorative Arm Mount (Square Pole, 1.4 EPA)
- SDARM-R** Die Cast Decorative Arm Mount (Round Pole, 1.4 EPA)
- QMSCM³** Quick Mount with 8" SSA-M Straight Arm (4 Brick Max)
- S213⁴** Angled Back Light Shield
- PCR7⁵** 7-Pin Twist-Lock Photocell Receptacle ANSI C136.41 and Receptacle Shorting Cap
- PC2** 480V Twist-Lock Photocell
- PC6** Multi-Tap (105-285V) Twist-Lock Photocell
- IP66⁶** Additional IP66 Fixture Rating

NOTES

- ¹ = Multi-Volt is an auto ranging power supply from 100V to 300V input.
- ² = Custom RAL color matching is available. Contact your sales representative for additional info.
- ³ = QMSCM Quick Mount only available for fixtures with up to 4 bricks.
- ⁴ = Order one per LED brick. Field installed.
- ⁵ = Photocell Receptacle must be installed at the factory. No field installation.
- ⁶ = Additional IP66 rating may not be changed once production has begun on the fixtures.



DesignLights Consortium® Qualified. Please go to www.designlights.org for the current Qualified Products List. Further details about qualified models may be found under Family Models.



www.techlight.com



Catalog Number	
Project CEDAR HILLS - HARVEY PARK	Type

FEATURES & SPECIFICATIONS

POLE — The pole shaft is fabricated from hot rolled carbon steel having a minimum yield of 55,000 PSI and conforms to ASTM A500 grade C requirements. The shaft construction is a single piece of formed steel welded longitudinally. The hand hole is located 1' above the pole base. A ground lug is provided standard.

ANCHOR BASE — The anchor base is fabricated from a structural quality hot rolled carbon steel plate that has a minimum yield strength of 36,000 PSI. The anchor base telescopes the pole shaft and has a circumferential weld on the top and bottom.

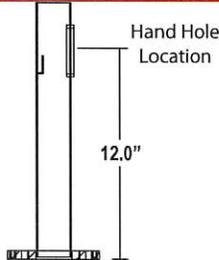
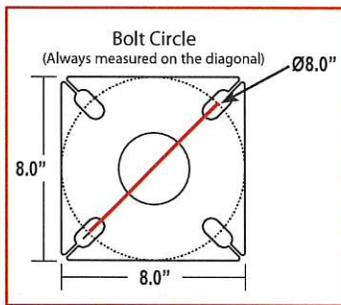
BASE COVER — A full base cover is provided which encapsulates the base plate and anchor bolts to provide a clean transition from pier to pole.

FINISH — A Super Durable Polyester powder coat finish is electrostatically applied in our state of the art paint facility. Standard colors available: Black, Bronze, US Green, White. Custom colors available upon request. Galvanizing and T-Guard treatments available upon request. Additional warranty extensions available with these treatments.

Technical Data

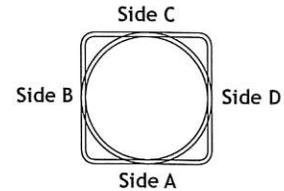
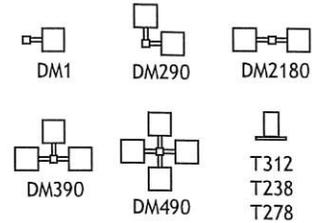
Nominal Pole Height	20'-0"
Shaft Dimensions	20' x 4"
Wall Gauge	11 Gauge
Bolt Circle	8.0"
Bolt Size	3/4" x 18" x 3"
Base Plate Dimensions	8.0" sq. x .75" thk.
Est. Shipping Weight	135 lbs
Max EPA (1.3 Gust)	
90 mph	7.7
100 mph	5.6
110 mph	4.1
120 mph	2.9
130 mph	2.0
140 mph	1.3

BOLT CIRCLE TEMPLATE



20' Steel 4" Round 11 Gauge Pole RSP SERIES

Mounting Options



Drilling Locations

Sides	A	B	C	D
Hand Hole	X			
DM1	X			
DM290	X	X		
DM2180		X		X
DM390	X	X		X
DM490	X	X	X	X

ORDERING INFORMATION

Choose the boldface options for the appropriate pole configuration for your application and enter on the line above each pole attribute. Accessories may be factory installed, depending on the particular accessory chosen, but must still be ordered as a separate line item.

Example: **RSP 20 4 11 BZ T238
KAB341808R**

Series	Pole Height	Pole Size	Pole Gauge	Color	Mounting	Drill Pattern
RSP	20 20' Nominal	4 4" Round	11 11 Gauge	BK Black BZ Bronze WH White GR US Green GLV Galvanized GLVP¹ Galvanized and Painted TG¹ T-Guard Internal Coating SP Special	DM1 Drill One Side DM290 Drill 2 Sides at 90° DM2180 Drill 2 Sides at 180° DM390 Drill 3 Sides at 90° DM490 Drill 4 Sides at 90° T238 2-3/8" OD Tenon (Standard) T278 2-7/8" OD Tenon T312 3-1/2" OD Tenon ND No Drilling	Blank None - for Tenon Mounting S SSA Drill Mount Pattern V VSA Drill Mount Pattern

Accessories (Order as separate line items)

KAB341808R	AB Kit (4) 3/4" x 18" Bolts and Rigid Template
KAB341808R	AB Kit (4) 3/4" x 18" Galvanized Bolts and Rigid Template

TLGFIA	Ground Fault Receptacle
PHH¹	Additional Hand Hole

NOTES

- Must specify paint color in addition to these coating options (Example: GLVPBZ; TGBZ; GLVPTGBZ).
- Please note location for additional hand hole when ordering. See Drilling Locations diagram for location designations.

Techlight
2707 Satsuma Drive, Dallas, TX 75229
PH: 214.350.0591 FX: 214.350.9137

www.techlightusa.com

All dimensions and specifications are subject to change without notice.

REV: 20180818-02



Pickleball Noise Problem Solved

Acoustifence® Pickleball Court Noise Reduction Project

Pickleball Noise Problem Solved – Country Roads RV Property Owners Association, Inc. recently purchased and installed Acoustifence® on the Pickleball court within our community. Since being installed only a few years ago, The Pickleball court has been considered a nuisance by some of the nearby residents because of the sound that the paddle makes when hitting the ball. Pickleball is a mixture of badminton and tennis, however the ball is a large type of wiffle-ball.

The Board of Directors saw the need to keep the game because of its growing popularity and abate the noise for the neighboring homes. In researching on the Internet, a Board member found the website for Acoustiblok, Inc. After much research the Board of Directors voted unanimously to purchase and install the Acoustifence. Upon installation the neighboring homes noticed a considerable reduction of the repetitive ball play.

With our close proximity to Phoenix, Arizona, other communities have asked to see and test for themselves the Acoustifence product. I have attached to our testimony the correspondence from Bill Booth, President of The USA Pickleball Association.™

I can attest that Acoustifence material is not difficult to install, can be easily blended into the aesthetics particularly if you have existing wind screens and does abate any noise pollution.

Feel free to contact me personally if you have any questions about our Community's experience.

Sincerely,

Pickleball Anyone?



Pickleball Noise Problem Solved – With an average reduction of 11.8 decibels, it is likely that the Acoustifence will result in at least a 50% reduction to the sound experienced by nearby homeowners.

Melissa Wood, CAAM®
Community Association Manager

Homeowner Report:

The homeowner with the most complaints and living closest to the courts reports a significant reduction in sound level. He said that his wife often does not realize that they are playing on that court. The homeowner was very friendly, assisted with the test and monitored the results.

The homeowner had a theory that the sound would be louder at his home if the hits were not so close to the sound curtain. Therefore, we made several hits at the other end of the court, 90 feet from the home. His theory did not prove correct with an average reading of 52.8db. Ambient sound levels were in the range of 47-51db if we waited for quiet periods when there was no aircraft noise, traffic noise or voices. At other times, ambient noise significantly exceeded paddle noise. We have the homeowner's contact information if necessary.

Do you have a similar need? Contact us today!

Level Change	Perceived Loudness
+ 20 dB	4.000
+ 10 dB	2.000 •
+ 6 dB	1.516
+ 3 dB	1.232
± 0 dB	1.000
- 3 dB	0.812
- 6 dB	0.660
- 10 dB	0.500 •
- 20 dB	0.250

Contact Form

Fields marked with an * are required

Project Name *

First Name *

Last Name *

Email *

Phone *

Street Address

Attachment A

BUDGET AMENDMENTS - FY 2020

January 21, 2020

Water & Sewer Fund

The city proposes paying additional principal \$971,000 towards the Utility Revenue Bonds, Series 2007 before March 1, 2020. The total payment required to pay the outstanding bonds is \$1,107,213.80, \$1,078,000 in principal and \$29,213.80 interest. There is no adjustment for interest expense in the current year, but there will be approximately \$122,000 in future interest savings. The debt service coverage required will also improve for the next 8 years, by retiring the debt early.

The city currently has the following reserves to fund the payment of this debt as of January 14, 2020.

51-10115	2007 Well Bond - Bond Account	\$	113,796.80
51-10116	2007 Well Bond - Debt Reserve	\$	137,583.12
51-14196	PTIF - Well Cap Facility #5291	\$	335,158.22
51-10100	Cash Unrestricted - Water & Sewer fund	\$	520,675.66
			<u>\$ 1,107,213.80</u>

The unrestricted cash in the Water & Sewer fund was \$1,827,120.89 as December 31, 2019. The proposed payment will reduce the unrestricted cash to \$1,306,445.

Capital Projects Fund

No funding changes are needed to 40-80-803 Harvey Park development, because of lower than anticipated costs in Phase 1.

Harvey Park has the following items that will cost approximately \$90,000 in total that could help the opening of the park go smoother.-(1)installing a noise reduction material on the northside of the pickleball courts. The staff found a product called Acoustifence. 240 ft. would cost approximately \$14,000 if installed by staff. (2) covering the light pole bases that have exposed conduits and bolts that could be easily damaged, or cause injury if left unfinished. We are recommending dark sky compliant lights are 20 ft. tall, instead of 40 or 30 ft. like the original specifications. (3) We also recommend signage and (4) garbage receptable improvements throughout the park.

There are still some pending items, like table umbrellas, additional benches, bleachers, fencing, etc. that we think can wait for a future year's budget.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH,
ADOPTING THE AMENDED 2020 FISCAL YEAR BUDGET FOR THE CITY OF
CEDAR HILLS, UTAH.**

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

Pursuant to §10-6-118, Utah Code, the Amended 2018-2019 Fiscal Year Budget for the Water and Sewer Fund, and the Capital Projects Fund for the City of Cedar Hills, Utah, is hereby adopted. A copy of said budget amendments is attached hereto (Attachment A), and by this reference made part of this Resolution.

PASSED APPROVED AND ADOPTED THIS 21ST DAY OF JANUARY, 2020.

APPROVED:

Jenney Rees, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/21/2020

City Council Agenda Item

SUBJECT:	Review/Action on Authorizing a Cooperative Agreement between the Utah Division of Forestry, Fire and State Lands and the City of Cedar Hills
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager

BACKGROUND AND FINDINGS:

Because Cedar Hills is no longer a member of the Lone Peak Fire District, the previous cooperative agreement between the State and Lone Peak no longer applies to Cedar Hills. As such, if Cedar Hills wishes to maintain the protection and assistance provided under the agreement, Cedar Hills must adopt a new Cooperative Agreement. The Agreement requires Cedar Hills to maintain a Community Wildfire Preparedness Plan, and to provide an annual commitment statement stating what actions the City will undertake, along with any expenditures detailing efforts to mitigate potential wildfires. As part of the agreement, in the event of any wildfire on State Lands, any aviation costs expended as part of any extended attack on a wildfire will be covered by the State.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

As part of the annual commitment, the City must expend approximately \$4,000 on weed abatement and mitigation measures. Currently, the City already expends funds as part of the weed abatement program so the added costs to the City should be negligible.

SUPPORTING DOCUMENTS:

Cooperative Agreement between the Utah Division of Forestry, Fire and State Lands and Cedar Hills and proposed resolution.

RECOMMENDATION:

Staff recommends that the City Council review the agreement and authorize the execution of the Cooperative Agreement.

MOTION:

To approve/not approve Resolution No. _____ authorizing the Mayor to execute a cooperative agreement with the State of Utah Division of Forestry, Fire and State Lands regarding wildfire management.

**COOPERATIVE AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS AND
CITY OF CEDAR HILLS**

This agreement shall become effective on January 1, 2020 and is intended to continue for five years from the date of the last authorized signature and may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

SECTION I: RECITALS AND GLOSSARY OF TERMS

A. Pursuant to Utah Code § 65A-8-203 (2017), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity ("Participating Entity") and the State of Utah, Division of Forestry, Fire, and State Lands ("FFSL")(collectively "parties") to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.

B. Glossary of Terms

1. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
2. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
3. Eligible Entity – as defined in Utah Code § 65A-8-203 (2017), a county, municipality, special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1 and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or, with approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services and paying for the cost of wildland fire suppression.
4. Extended Attack – actions taken in response to wildland fire after Initial Attack.
5. Initial Attack –actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number

of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

6. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65-A-8-202 (2017) and Utah Code § 65-A-8-202.5(2017).
7. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
8. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.

SECTION II: CERTIFICATION OF QUALIFICATIONS

FFSL and the Participating Entity certify that the following qualifications have been met:

- A. The Participating Entity is a county, municipality, or other Eligible Entity.
- B. The Participating Entity agrees to adopt within 2 years of signing this agreement, and update within five years of signing this agreement, a Community Wildfire Preparedness Plan (“CWPP”) or an equivalent wildland fire preparedness plan with approval from FFSL.
- C. The Participating Entity’s fire department or fire service provider as defined in Utah Code § 65A-8-203 (2017) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).
- D. FFSL has provided an Annual Participation Commitment Statement and the Participating Entity has reviewed, approved, and returned the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity’s fiscal year.
- E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.
- F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017).
- G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).
- H. If the Participating Entity is a county or has jurisdiction over unincorporated private land,

the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2017) and has entered into a County Warden Agreement (Addendum A).

SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

- A. Participation Commitment
 - 1. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
 - 2. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

- B. Participation Commitment Expenditures and Activities
 - 1. The Participation Commitment may be met through either direct expenditures or in-kind activities.
 - a. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - b. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - i. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (<https://www.independentsector.org/>), the same source used for FFSL's Fire Department Assistance Grant program.
 - c. Participation Commitment cannot be met through direct payment to the State.
 - 2. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan. Cooperative Agreement

- C. Participation Commitment Accounting and Reporting
 - 1. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
 - a. Beginning January 1, 2016, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full fiscal year Participation Commitment.
 - b. The value of Participation Commitment expenditures and activities may, in certain instances, "carry-over" to the next fiscal year with the approval of the respective FFSL Area Manager.

- i. The value of capital improvement projects--typically, large "preparedness-type" projects--can carry-over for five years, with no single project's value accounting for more than 25% of the Participating Entity's total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
 - ii. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum B.
 - iii. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
 - iv. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.
2. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity's fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
 - a. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

D. Annual Participation Commitment Statement

1. In advance of a Participating Entity's fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
2. In order to continue participation for the Participating Entity's upcoming fiscal year, the Participating Entity's executive officer must approve, sign and return the Annual Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity's current fiscal year.
3. The Annual Participation Commitment Statement is based on the Participating Entity's fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity's next fiscal year.
 - a. For counties, the first year of Participation Commitment will be FY 2017, starting January 1, 2017.
 - b. For cities and towns, the first year of Participation Commitment will be FY 2018, starting July 1, 2017.
 - c. For any other Participating Entity, the fiscal year may vary, so the first year of Participation Commitment will begin at the start of each Participating Entity's fiscal year.

E. Participation Commitment Calculation

1. The Participation Commitment is based on two elements, a wildfire risk assessment by acres (“Risk Assessment”) conducted by FFSL, and the historic fire cost average (“Fire Cost Average”) in each Participating Entity’s jurisdiction.
 - a. The Risk Assessment is determined by FFSL’s “Utah Wildfire Risk Assessment Portal” (UWRAP), which will be updated as data sources, technology and funding allow.
 - b. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity’s historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.
 - i. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
 - ii. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.
2. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

F. Participation Commitment Appeals

1. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY, and EXTENDED ATTACK

A. Initial Attack

1. The Participating Entity agrees to primary responsibility for Initial Attack (“IA”). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).

2. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.
 3. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.
 4. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.
 - a. Aviation assets on initial run cards as established by the State will not:
 - i. be counted towards a Participating Entity's historic fire cost average for purposes of annually calculating the Participating Entity's Participation Commitment; and,
 - ii. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.
- B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility
1. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility ("Delegation") occur simultaneously with one of the following events:
 - a. State or federally owned lands are involved in the incident; or,
 - b. firefighting resources are ordered through an Interagency Fire Center (beyond "pre-planned dispatch"); or,
 - c. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
 - d. by decision of the State Forester after consultation with local authorities.
 2. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.
- C. Extended Attack
1. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
 2. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
 3. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
 4. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
 5. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, Rule and this Agreement.

**SECTION V: WILDLAND FIRE RESPONSE TRAINING, CERTIFICATION
AND EQUIPMENT STANDARDS**

A. Wildland Fire Response Training and Certification

1. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I as certified by the Utah Fire and Rescue Academy (UFRA).
2. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior. FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.
 - a. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
 - b. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
 - c. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
 - d. FFSL reserves the right to reevaluate these requirements.
3. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
4. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction, a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding.

OR

The County or participating entity fire departments for qualified resources used under this agreement on federal, state, or out-of-county (or out of entity) fires pursuant to the terms and conditions outlined in the fire department MOU and rate agreement.

B. Wildland Fire Response Equipment Standards

1. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS

- A. Pursuant to Utah Code § 65A-3-4, the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.
- B. Counsel for FFSL will provide assistance with these actions.
- C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

SECTION VII: BREACH OF THIS AGREEMENT

- A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2017), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or the Division.
 During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year.
 If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.
 - 1. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.
 - a. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.
 If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(B) herein below.
 Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.
 - b. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal

year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203(5)(b)(ii) (2017) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)

If a Participating Entity revokes this agreement or if FFSL revokes this agreement for cause, the participating entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS

Authorized Signature

Date

Title

CITY OF CEDAR HILLS

Authorized Signature

Date

Title

APPROVED AS TO FORM:

Assistant Attorney General

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE AGREEMENT WITH THE STATE OF UTAH, DIVISION OF FORESTRY, FIRE AND STATE LANDS REGARDING WILDFIRE MANAGEMENT

WHEREAS, the State of Utah, Division of Forestry, Fire and State Lands (“Division”) has proposed a Cooperative Agreement to provide cooperative fire suppression for wildlife fires; and

WHEREAS, such agreement requires a commitment from Cedar Hills City (“City”) in the form of preparing and adopting a Community Wildfire Preparedness Plan within two years of the execution of the Cooperative Agreement together with an annual financial obligation; and

WHEREAS, the Cooperative Agreement requires City to provide the initial attack and response to any wildfire with manpower and equipment and financial resources; and

WHEREAS, Division, pursuant to the terms of the Cooperative Agreement agrees to provide manpower and equipment and financial resources for extended incidents and the costs of all aviation expenses during the initial attack; and

WHEREAS, the execution of said Cooperative Agreement is intended to create a partnership that is mutually beneficial to City, the Division, and the citizens of City and Utah County.

NOW, THEREFORE, be it resolved by the City Council of Cedar Hills City that the Mayor is authorized to execute the Cooperative Agreement with State of Utah, Division of Forestry, Fire and State Land for wildfire management in substantially the form of Exhibit “A” with its accompanying related documents.

PASSED AND APPROVED this 21st day of January, 2020.

CEDAR HILLS CITY COUNCIL

By: _____
Jenney Rees, Mayor

ATTEST:

Colleen Mulvey
City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/21/2020

City Council Agenda Item

SUBJECT:	Review/Action on Alcohol Events at the Vista Room
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS: Staff has been asked by the Mayor and a few members of the City Council to review our alcohol policy at the Vista Room. Between May 2017 and September 2019 there were 33 events serving alcohol at the Vista Room. At approximately \$400/event, these events brought in \$13,000 of revenue. Based on this trend, alcohol events bring in about \$5,000 in revenue each fiscal year. The current policy on events serving alcohol is found on the second page of the Vista Room contract.	
PREVIOUS LEGISLATIVE ACTION: City Council voted to allow alcohol at events in 2013	
FISCAL IMPACT: Lower event rentals revenues by \$5,000 if alcohol is prohibited.	
SUPPORTING DOCUMENTS: Vista Room contract	
RECOMMENDATION: Provide staff with direction on how to proceed.	
MOTION: To direct Cedar Hills staff to modify the Vista Room contract and any supplemental agreements to no longer permit any form of alcohol to be consumed on premise as part of an event.	



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, City Manager
DATE:	1/21/2020

City Council Agenda Item

SUBJECT:	Review/Action on Amendments to the Planning Commission Bylaws, and Review/Action on an Ordinance Amending Title 9 Chapter 1, Article B of the City Code related to the Planning Commission
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Chandler Goodwin, City Manager
BACKGROUND AND FINDINGS: Mayor Rees has requested that the City Council evaluate the bylaws for the Planning Commission. Currently, the Planning Commission chair and vice chair have been elected by a vote of the Planning Commission as part of their January meeting. Mayor Rees and staff would like to consider having the Mayor appoint the chair and vice chair with the advice and consent of the City Council, similar to the process for other boards and committees. Changes would need to be made to City Code 9-1 Article B as well as the Planning Commission bylaws.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Proposed Ordinance, and Amendments to the Planning Commission Bylaws.	
RECOMMENDATION: To consider modifications to the City Code relating to the Planning Commission and the associated bylaws.	
MOTION: To approve/not approve proposed amendments to the City of Cedar Hills Planning Commission Bylaws subject to the following changes {LIST ANY CHANGES}. To approve/not approve Ordinance _____ amending Title 9 Chapter 1 Article B related to the appointment of the Planning Commission chair and vice chair, subject to the following changes {LIST ANY CHANGES}.	



CITY OF CEDAR HILLS PLANNING COMMISSION
BYLAWS FOR CONDUCTING THE BUSINESS OF THE PLANNING COMMISSION
ADOPTED BY THE CITY OF CEDAR HILLS PLANNING COMMISSION

PURPOSE

These policies and procedures, as amended, are designed and adopted for the purpose of providing guidance and direction to the members of the City of Cedar Hills Planning Commission in the performance of their duties.

ARTICLE 1 - GENERAL PROVISIONS

The City of Cedar Hills Planning Commission, hereinafter referred to as "the Commission", shall be governed by the following statutes, ordinances and rules:

1.1 Applicable State Statutes and Local Ordinances and Rules

To the extent that they remain in force and in effect, as they are amended, or as they are added to, the Commission and its members shall be governed by state statutes and local ordinances and policies including the following:

- a. State statutes applying to public boards, members and officials.
- b. State statutes governing the activities of City Planning Commissions.
- c. The Zoning Ordinance/Development Code of the City of Cedar Hills as approved by the City Council.
- d. The rules and policies of the Commission as set forth herein.

1.2 Requirements of Familiarity with State Statutes and Local Ordinances and Rules Affecting the Commission

Upon taking office, all members of the Commission shall familiarize themselves with the foregoing and, while in office, shall maintain such knowledge, including knowledge of amendments and additions, and shall be strictly governed thereby in the conduct of Commission affairs.

1.3 Basic Principles

- a. Equality of Members. As the Commission conducts its affairs in accordance with these rules, each member has the same rights, privileges and duties as any other member.
- b. Freedom of Discussion. Members have the right to be heard and to hear what others have to say about a motion before voting.

- c. One Main Motion. Only one main motion may be considered at any given time.
- d. Member Right to Know. Members have a right at all times to know the immediate pending motion, and have it restated prior to any vote.
- e. Meeting Properly Called. The Commission may take official action only in meetings properly called and with a quorum of members present.
- f. Actions Must be Lawful. Actions taken by the Commission must be in accord with the City of Cedar Hills, State and Federal Law.

1.4 Rules of the Commission to be Available from the City of Cedar Hills

A current copy of the rules of the Commission shall be available as a public record in the City of Cedar Hills office. A copy of the rules of the Commission shall be provided to new Commission members upon appointment. Additional copies shall be provided to the Commission and made available to the public upon request.

1.5 Location of the Office of the Commission

The office of the Commission shall be located in the City of Cedar Hills office.

ARTICLE II - MEMBERS

2.1 Appointment and Resignations

The membership and appointment of the Commission shall be governed by the provisions of the Utah Code and applicable ordinances of the City of Cedar Hills.

Members proposing to resign shall give reasonable notice of such intent to the City Council, Planning Commission and the Mayor of the City of Cedar Hills, and make the date of resignation effective in such a manner as to allow time for appointment of replacements.

Failure to attend three consecutive regular meetings, or three of any seven consecutive meetings, without the recorded consent of the Chair, shall be construed by the Chair as grounds for resignation from the Commission by absence. The Chair would then recommend removal of the Commissioner to the City Council.

2.2 Vacation of Office

At the expiration of terms of regular members of the Planning Commission, the City Council may choose to reappoint a member to another term. If the City Council chooses not to reappoint a regular member, the vacancy shall be filled by the first alternate member and a second vacancy shall be filled by the second alternate member. Vacancies occurring otherwise than through the expiration of terms shall be filled for the remainder of the unexpired term by the first alternate member. At the time the first alternate member fills a vacancy, the second alternate member shall become the first alternate member and the City Council shall appoint a new second alternate member.

ARTICLE III - OFFICERS, COMMITTEES, STAFF, DUTIES

3.1 Regular Election ~~Election~~ Appointment of Chair, Vice Chair

During the first regularly scheduled meeting, the Mayor shall appoint, with the advise and consent of the City Council, a Chair and Vice Chair. Both the Chair and the Vice Chair shall serve for one year.

~~Annually, as the first item of business at the first regular meeting of the Commission in the month of January, the Commission shall elect a Chair and Vice Chair. If a quorum is lacking, the Commission will hold an election at the next regularly schedule meeting at which a quorum is available.~~

3.2 Succession of Vice Chair to Office of Chair

If the Chair becomes no longer a member of the Commission, the Vice Chair shall succeed to the office for the remainder of the term. If the Vice Chair becomes no longer a member of the Commission or succeeds to the office of Chair, ~~the Mayor shall appoint, with the advice and consent of the City Council, a new Chair and Vice Chair to fill the vacancy for the duration of the year.~~ a special vote shall be held to fill the vacancy of the Vice Chair. Said vote shall occur at the next regularly scheduled meeting of the Commission at which a quorum is available.

3.3 Duties of the Chair and Vice Chair; Appointment of Temporary Chair to Preside at Meetings

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

Whenever the Chair rules a motion out of order, the Chair shall explain why it is so and advise the mover of corrections needed to make the motion in order.

3.4 Other Responsibilities of Chair; Delegation to Vice Chair

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

3.5 Managerial Responsibilities

The Chair shall conduct all meetings of the Commission, interface with Mayor in the conduct and affairs of the Commission, and exercise management of the affairs of the Commission consistent with these rules, the City of Cedar Hills and State Law.

3.6 Assignment of Commission Members to Inspection Duties: Appointment of Committees

The Chair may designate members of the Commission to make personal inspections when necessary for proper consideration of agenda items. The Chair may appoint standing or adhoc committees as may be found necessary to successfully and efficiently carry out the function of the Committee.

3.7 Appointment of Secretary: Duties

The secretary to the Commission shall be appointed by the Mayor of the City of Cedar Hills, The Secretary, who will be the City Recorder when practical, under the direction of the Chair shall attend to all correspondence of the Commission, send out and cause to be published all notices required, attend all meetings of the Commission and all public hearings (except when excused by the Chair with a temporary replacement arranged), compile and maintain all required records, schedules, minutes, files and indexes; and generally perform all clerical work of the Commission.

ARTICLE IV - REFERRAL OF FUNCTIONS

4.1 Referral by Resolution

The Commission may refer any of those functions authorized by the provisions herein to citizen committees. Said referral shall be made by resolution of the Commission, which may establish general guidelines for the conduct of said functions.

ARTICLE V - CONDUCT OF COMMISSION MEMBERS

5.1 Representation of Applicants and Petitioners

No member of the Commission shall represent applicants or petitioners on matters on which the Commission is to make determinations or recommendations.

5.2 Conflict of Interest

No member of the Commission shall participate in or discuss any case in which they have financial or personal interest in the property or action concerned, or will be directly affected by the decision of the Commission, or has or believes they have any other conflict of interest. A member who has a question as to whether a conflict of interest exists should raise the matter with the Commission members and the City Attorney in order that a determination may be made.

5.3 Expression of Bias, Prejudice or Individual Opinion Prior to Hearing and Determination

Commission members may seek information from other members, but no member shall discuss any case with any other parties thereto prior to the public hearing, or express any

bias, prejudice or personal opinion on judgment of the case prior to its public hearing and determination.

5.4 Voting

No Commission member shall discuss or vote on any matter deciding an application or petition except after attending the public meeting(s) and/or hearing(s) on the matter and listening to or being informed of testimony presented. A member may qualify to participate in further discussion and vote on the matter by examining the evidence or being informed of the evidence or reviewing the record of the meeting(s) and/or hearing(s) or portion thereof at which the member was absent.

ARTICLE VI - APPLICATION REQUIRED

6.1 Complete Application Required

Where required by City Ordinance, an item may not be heard by the Commission unless a complete application is filed with the City. Determination of a complete application will be made by the Commission in conformance with the Zoning Ordinance/Development Code of the City of Cedar Hills.

ARTICLE VII - MEETINGS, HEARINGS

7.1 Regular Meetings

Regular meetings of the Commission will be held monthly with the date and time to be determined at the regular December meetings and notice made public.

7.2 Open to Public

All meetings of the Commission are open to the public.

7.3 Conduct During Hearings

During all meetings and hearings, persons providing testimony shall proceed without interruption except that from the Commission. All comments, arguments and pleading shall be addressed to the Chair. There shall not be debate or argument between individuals. The chair shall maintain order and decorum, and to that end, may order removal of disorderly or disruptive persons. The Chair, after consultation with other members, may determine a time limit of speakers at the beginning of any public hearing.

7.4 Rules of Order

In accordance with these rules, the Chair shall decide all points of procedure and order, unless otherwise directed by a majority vote of the members in attendance. Where

necessary in deciding points of order, the Chair may use as a reference the Robert's Rules of Order, newly revised.

7.5 Study Sessions

Study Sessions of the Commission shall be held if found necessary. Notice of the Study Session shall be in accordance with City and State law.

7.6 Special Meetings and Study Sessions

Special Meetings and Study Sessions, for any purpose, may be held at the call of the Chair. Notice of such meeting shall be in accordance with City and State law.

7.7 Field Trips

Field trips to view application sites shall be scheduled by the Chair during Regular meetings. Commission members shall establish an optimal time for site inspection through group consensus. Field trips shall be noticed in accordance with City and State law.

7.8 Recess or Adjournment

Any Regular or Special Meeting may be recessed or adjourned from day to day, or to the time of any previously announced Regular or Special Meeting, and such recess or adjournment to a certain time and place does not require additional public notice.

7.9 Cancellation

If no business is scheduled before the Commission, or if it is apparent that a quorum of the Commission will not be available, any meeting may be canceled by the Chair by giving notice to all members.

7.10 Quorum

A quorum of the Commission shall consist of three (3) members. An affirmative vote of at least three (3) members and no less than a majority of the Commission shall be required for any matter to pass.

7.11 Tie Votes

If a motion before the Commission receives an equal number of votes, and a subsequent motion on the matter is either not made or cannot achieve a majority vote, the matter before the Commission shall be deemed denied.

7.12 Agenda, Order of Business

The Secretary under the direction of the Chair, shall prepare an agenda for each Commission meeting for approval by the Commission at the beginning of each meeting. Order of business shall be as specified by the Commission.

ARTICLE VIII - HEARING PROCEDURES

8.1 Representation of Hearing

At the hearing, any person may appear or be represented by authorized agents. Such agents shall present documented evidence of their authorization.

8.2 Hearing Procedure

- a. The Commission Chair shall introduce the item.
- b. The applicant or petitioner outlines the nature of the request and presents supporting evidence.
- c. The Commission Chair, or acting Commission Chair shall open the public hearing. The Commission Chair without objection by members of the Commission, may impose time limits for comment to facilitate the business of the Commission.
- d. The Commission Chair, or acting Commission Chair shall close the public hearing.
- e. The Commission Chair, or acting Commission Chair may allow the applicant or petitioner to address issues raised by the public comment.
- f. The Commission chair, or acting Commission Chair shall allow members of the Commission to discuss the matter and ask questions of the applicant or petitioner.
- g. The Commission Chair may call for a motion and vote by the Commission on the application or petition. If a substantial amount of public comment was received, the Chair may table the motion to allow Commissioners to review the public comment.

ARTICLE IX - FINDINGS AND DECISIONS

9.1 Timing of Decisions

With due consideration to the length of the Agenda, the nature of the case, the complexity of the evidence, and the findings required, the Chair may elect, subject to approval by the Commission, one of the following alternatives:

- a. To proceed immediately to determination and decision upon conclusion of the hearing of the case; or
- b. To defer determination and decision until a Regular or Special Meeting of the Commission as specified by the Chair.

9.2 Form and Procedure of Decisions

All such decisions shall be made at a public meeting by motion, made and seconded, and a voice vote.

Decisions of the Commission shall be final when the minutes of the meeting at which the decision was made are approved.

9.3 Notification

Notice of action taken by the Commission shall be given by the Commission to the applicant, petitioner or any party making a written request for such within ten days following approval or the decision.

ARTICLE X - REQUEST TO WITHDRAW, CONTINUE OR RE-HEAR APPLICATIONS

10.1 Withdrawal

Upon written request from the applicant or authorized agent, an application or petition may be withdrawn at any time before the Commission makes a decision in the case.

10.2 Continuance

The Commission may defer the hearing of cases or provide for later continuance of cases on which hearings have begun. Continuances will show cause for such stated in the motion, and, unless time and place is stated in said motion, will require public re-notice.

10.3 Re-Hearing

The Commission may re-hear an application within three months upon written request by the applicant and a showing in the application that there is substantial new evidence that was unavailable at the time of the original hearing. The Commission shall, by vote, make a determination of whether or not to re-hear the matter. In the event a re-hearing is approved, the matter is only to be re-heard after proper notice has been given. The applicant shall pay all costs incurred in re-advertising.

ARTICLE XI - AMENDING OR WAVING BY-LAWS

11.1 Amending By-Laws

These by-laws may be amended by a majority vote of the Commission except where such amendment would be contrary to the requirements or limitations set forth by State Law or City Ordinance. An amendment may be proposed at any meeting of the Commission. Members shall receive a copy of the proposed or amended by-laws not less than two days prior to the meeting at which said proposed changes shall be heard.

11.2 Waiving or Suspending Rules

A rule of procedure may be suspended or waived at any meeting by a majority vote of Commission members present, unless such rule is set by State Law or City Ordinance.

11.3 Temporary Rule

A temporary rule of procedure, in conformity with State Law and City Ordinance, may be adopted by the Commission for a meeting or agenda item following a unanimous vote of the Commission members present.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9, CHAPTER 1, ARTICLE B, ENTITLED PLANNING COMMISSION OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH.

WHEREAS, pursuant to Utah Code Annotated § 10-9a-301, the City Council of the City of Cedar Hills may adopt ordinances to establishing a Planning Commission; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, prosperity, comfort, and convenience of the City of Cedar Hills, and the residents thereof, to enact certain amendments to Title 9 of the City Code dealing with the establishment of the Planning Commission, number and terms of the members, mode of appointment, procedures of filling vacancies and removal from office, and other details relating to the organization and procedures of the Planning Commission; and

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

**PART I
AMENDMENTS**

SECTION 1. Title 9, Chapter 1, Article B-1 (B) of the City Code, entitled Planning Commission, is hereby amended to read as follows:

9-1B-3: ELECTION OF CHAIR; DUTIES OF CHAIR; ADOPTION OF RULES:

A. Election Of Chair: ~~The planning commission shall elect~~ **The Mayor, with the advice and consent of the City Council shall appoint a** ~~from its membership~~ **a chair and vice chair to both serve a term of one year.** ~~in accordance with the bylaws of the commission. Election of the chair shall be conducted at the next following meeting of the commission after completion of the term of the prior chair or at such other time as is considered practicable by the members of the commission.~~ **Appointment of the Planning Commission chair and vice chair shall be conducted at the first regularly scheduled City Council Meeting of each new year.**

**PART II
PENALTY AND ADOPTION**

A. CONFLICTING PROVISIONS

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

B. PROVISIONS SEVERABLE

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

C. AMENDMENT TO BE ADDED TO CITY CODE

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the City Code, Title 9.

D. PENALTY

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

E. EFFECTIVE DATE

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

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF CEDAR HILLS, UTAH, THIS 21ST DAY OF JANUARY, 2020.

Jenney Rees, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder

INTERLOCAL COOPERATIVE AGREEMENT
OF
LIGHTHUB COMMUNICATIONS AGENCY
(LIGHTHUB)

Dated as of September 1, 2019

INTERLOCAL COOPERATIVE AGREEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT (“**Agreement**”) of LIGHTHUB COMMUNICATIONS AGENCY (“**LIGHTHUB**”) dated as of September 1, 2019, is made and entered into by and among the municipalities organized and existing under the laws of the State of Utah that are signatories to this Agreement, which Agreement may be amended from time to time, as provided herein. The municipalities are hereinafter, referred to collectively as “**Members**” or “**parties**” and individually as “**Member**” or “**party.**”

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act (“**Interlocal Cooperation Act**”), Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“**Utah Code**”) provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties, and may share their taxes and other revenues to accomplish their stated objectives; and

WHEREAS, the Municipal Cable Television and Public Telecommunications Services Act (the “**Telecommunications Act**”), Title 10, Chapter 18, Utah Code allows a municipality in the State of Utah to provide to its residents cable television and telecommunications services on a wholesale basis as therein provided; and

WHEREAS, Section 10-8-14, Utah Code, provides that a municipality “may construct, maintain, and operate . . . telecommunications lines [or] cable television lines” subject to the Telecommunications Act; and

WHEREAS, Section 10-18-105(2), Utah Code, exempts, from many of the requirements of

the Telecommunications Act, municipalities that purchase, lease, construct, or equip facilities “that are designed to provide services within the municipality; and that the municipality uses for internal municipal government purposes; or by written contract, leases, sells capacity in, or grants other similar rights to a private provider to use the facilities in connection with a private provider offering cable television services or public telecommunications services”; and

WHEREAS, the Utah Municipal Bond Act (“**Municipal Bond Act**”) Title 11, Chapter 14, Utah Code provides that a municipality may finance an interest in improvements, facilities or property to be owned by the municipality or owned jointly by two or more municipalities, and that a municipality may pledge all or any part of its excise taxes to finance said improvements, facilities or property; and

WHEREAS, the parties have entered into this Agreement for the purpose of (i) creating LIGHTHUB as a separate legal entity; and (ii) acquiring, constructing, owning and operating the Network (as defined herein); and

WHEREAS, this joint effort in creating a wholesale telecommunications utility makes use of the Members’ powers in a mutually advantageous way, including the benefit of economy of scale, which will facilitate services to residences and businesses; government administration; provide more functional buildings and grounds; support educational opportunities, health care, and police and fire protection; and economic development; and

WHEREAS, Article XIII, Section 5 of the Utah State Constitution provides that a political subdivision of the State may share its tax and other revenues with another political subdivision of the State as provided by statute, including Section 11-13-215, Utah Code;

WHEREAS, LIGHTHUB shall utilize the Network as described in **Section 1.11** including each Project as described in **Section 1.14** as defined herein; and

WHEREAS, if other public agencies, including counties, already have authority or are later granted authority similar to that possessed by municipalities, this Agreement encompasses the ability to add them as future Added Members of LIGHTHUB; and

WHEREAS, LIGHTHUB shall provide to its Members and the inhabitants of its Members the

Network and related benefits to be derived from the operation of the Network all of which is acknowledged by the Members; and

WHEREAS, the governing bodies of the current members of LIGHTHUB have been or will be presented and have or will have accepted a final finance plan of LIGHTHUB.

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1

Definitions

The following definitions shall apply to the provisions of this Agreement:

1.1. “**Added Members**” means those public agencies listed in **Appendix B** who have joined LIGHTHUB pursuant to **Section 4.4**.

1.2. “**Agreement**” means this Interlocal Cooperative Agreement of LIGHTHUB COMMUNICATIONS AGENCY dated as of September 1, 2019, including any subsequent amendments and supplements thereto and all Exhibits, Attachments, or Appendices hereto, which by this reference are incorporated herein.

1.3. “**Board of Directors**” or “**Board**” means the governing body of LIGHTHUB.

1.4. “**Bonding**” means the issuance of Bonds.

1.5. “**Bonds**” means bonds, notes, certificates of participation or other evidences of indebtedness of LIGHTHUB, except as provided herein.

1.6. “**Discretionary Revenues**” means funds remaining in LIGHTHUB’s account after LIGHTHUB has paid (i) all Operation and Maintenance Expenses, (ii) all debt service payment obligations with respect to any Bonds issued by LIGHTHUB, and (iii) all funding requirements for those funds and accounts as well as use of funds established with respect to the issuance of Bonds.

1.7. “**Effective Date**” means September 1, 2019, the date LIGHTHUB was originally

created.

1.8. “**Excess Revenues**” means any remaining Revenues after Discretionary Revenues have been spent.

1.9. “**Fiscal Year**” means the twelve-month period beginning July 1 and ending June 30.

1.10. “**Members**” means the original municipalities listed in **Appendix A** who were originally involved in the creation and development of LIGHTHUB, and all Added Members listed in **Appendix B** which were later added to LIGHTHUB as herein provided.

1.11. “**Network**” means and includes all physical facilities, wires, and equipment either owned or controlled by LIGHTHUB that is part of an open, carrier class, and scalable telecommunications system on which voice, video, and/or data are stored, accessed, and/or transmitted that makes available transparent high-speed broadband services for internal use by the Members and for use by all homes, businesses, and other entities within the Members’ boundaries on a wholesale basis and between the Members as interconnected facilities.

1.12. “**Operation and Maintenance Expenses**” means all expenses reasonably incurred in connection with the operation and maintenance of the Network, whether incurred by LIGHTHUB or paid to any other entity pursuant to contract or otherwise, necessary to keep the Network in efficient operating condition, including cost of audits hereinafter required, payment of promotional and marketing expenses, payment of insurance premiums, and, generally all expenses, exclusive of depreciation and other non-cash items which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are ordinary and necessary to the efficient operation and maintenance of the Network shall be included.

1.13. “**Operational Matter**” means any issue concerning the Network except as pertains to a project.

1.14. “**Project**” means the financing necessary for the purchase, lease, construction or equipment of facilities as provided in Utah §Code 10-18-105.

1.15. “**LIGHTHUB**” means LIGHTHUB COMMUNICATIONS AGENCY, an interlocal

cooperative entity and political subdivision of the State of Utah duly organized under the Interlocal Cooperation Act. As used in **Article 8**, LIGHTHUB means its officers and Board of Directors, as appropriate.

ARTICLE 2

Purposes

2.1 General Statement. This Agreement is entered into by the Members in order to:

2.1.1. Create LIGHTHUB as a separate legal entity, as provided in the Interlocal Cooperation Act.

2.1.2. If approved by the Members as provided herein, issue Bonds; and construct, lease, operate (or cause the same to occur) and own the Network;

2.1.3. Enter into contracts with consultants, suppliers, contractors, providers, and others to facilitate the accomplishment of the foregoing purposes.

2.1.4. Undertake such actions as are necessary or advisable to effectuate the purposes in this **Section 2.1**.

2.1.5. Entering into contracts, bonding, constructing, and undertaking actions to effectuate the purposes in this **Section 2.1**, may be done in series or phases, all as determined by the Board of Directors.

2.1.6. Upgrade and expand the Network as new development occurs within the boundaries of the Members, subject to **Section 10.9**.

2.1.7. Engage in such other lawful activity in which an interlocal cooperative may become involved and to conduct any and all transactions and activities related thereto.

2.2. Added Members. It is also the purpose of this Agreement to provide, to the extent permitted by law, for additional public agencies to become parties to this Agreement as Added Members as provided in **Section 4.4**.

2.3 LIGHTHUB Boundaries. LIGHTHUB's boundaries shall be and shall include each Member's geographical limits, along with such areas as are necessary to interconnect the Network within each Member. LIGHTHUB's boundaries shall further include the geographical limits of other municipalities with whom LIGHTHUB or a Member may contract pursuant to **Section 10.9**.

ARTICLE 3

Liabilities and Obligations of Members

3.1. Immunity. In entering into this Agreement, the Members do not waive, and are not waiving, any immunity provided to the Members or their officials, employees, or agents by the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code (the "Immunity Act"), or by other law.

3.2. Obligation Imposed by Law. This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law. However, to the extent of actual and timely performance thereof by LIGHTHUB, such performance may be offered in satisfaction of such obligation or responsibility.

3.3. Limited Obligation. The obligations entered into by each Member by this Agreement are special limited obligations of each such Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers.

3.4. Not Debt of Members. Any Bonds issued or incurred by LIGHTHUB shall not constitute a debt of any individual Member, but shall be secured only in the manner set forth therein. There shall be no additional liability or obligation of a Member except as provided in **Section 3.3**.

3.5. Indemnification of Members. LIGHTHUB shall defend, indemnify, save harmless, and exempt the Members, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorneys' fees incident to any willful or negligent acts or omissions by LIGHTHUB, its officers, agents, or employees. The Board of Directors shall, prior to the commencement of construction of the Network, provide for risk and liability

coverage in such amounts as it deems necessary to insure against risks arising from the operation of the Network.

ARTICLE 4

Parties to Agreement

4.1. Current and Future Members. Each party to this Agreement, by virtue of this Agreement, contracts with all other Members who are signatories of this Agreement to accomplish the purposes set forth in **Article 2** herein, and, in addition, with such other Added Members as may later join and become signatories of this Agreement pursuant to **Section 4.4**.

4.2. Members. The Members are those Members listed in **Appendix A**, and includes Added Members.

4.3. Added Members. Added Members may adopt and become signatories to this Agreement upon approval of, and pursuant to the conditions established by, the Board of Directors pursuant to **Section 12.13**. The names of the Added Members shall be listed in **Appendix B** with the date on which each Added Member joined LIGHTHUB. **Appendix B** may be updated as Added Members join. Added Members shall have the same rights, power and authority as the Members.

4.4. Dedication of Assets. Members may contract with LIGHTHUB, and vice versa, by virtue of a licensing, indefeasible right of use, lease or other separate agreement described in **Section 10.9**, to permit LIGHTHUB and/or its Members a specified use, right or dedication of that Member's respective asset and other terms detailed therein.

4.5 Right to Contract. Nothing in this agreement shall prohibit LIGHTHUB from contracting with (a) Member(s) with respect to services or development of infrastructure or Project ("**Project**") development including using LIGHTHUB as a pass-through entity by which Members may exchange and contract for mutual benefits one with another. By virtue of joining LIGHTHUB, members agree to participate in all relevant agreements under **Section 10.9**, and will comply with the contract terms thereof.

ARTICLE 5
Term of Agreement

5.1. Term. This Agreement shall run until the latest of (i) fifty (50) years from the Effective Date; (ii) five (5) years after LIGHTHUB has fully paid or otherwise discharged all of its indebtedness; or (iii) five (5) years after the Network of LIGHTHUB is no longer useful in providing the service, output, product, or other benefit of the Network, unless sooner terminated as provided in **Article 16**.

ARTICLE 6
Creation of LIGHTHUB

6.1. Creation. LIGHTHUB shall become a separate and independent governmental organization on the Effective Date pursuant to the provisions of this Agreement and shall continue its operation and existence pursuant to the provisions of this Agreement.

6.2. Location of Headquarters. LIGHTHUB'S headquarters shall be located in a location determined by the Board of Directors. The Board of Directors may change the location from time to time. The initial location of LIGHTHUB shall be located in the Network Operation Center in American Fork.

ARTICLE 7
Powers of LIGHTHUB

7.1. Common Powers. LIGHTHUB shall have all powers granted by the Interlocal Cooperation Act, Title 11, Chapter 13, Part 2, Utah Code, and is hereby authorized to do all acts necessary to accomplish its stated purposes, including, without limitation, any or all of the following:

7.1.1. To make and enter into contracts.

7.1.2. To acquire, hold, or dispose of property, contributions, grants, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities.

7.1.3. To sue and be sued in its own name.

7.1.4. Except as otherwise provided in **Section 10.2**, to exercise the power of eminent domain in its own name.

7.1.5. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

7.1.6. To borrow money or incur indebtedness, liabilities, or obligations; to issue Bonds for the purposes for which it was created; to assign, pledge, or otherwise convey as security for the payment of any such Bonds the revenues and receipts from or for the Network, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions.

7.1.7. Share its revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal governmental agency as permitted by Section 11-13-215, Utah Code.

7.2. Exercise of Powers. All powers of LIGHTHUB shall be exercised pursuant to the terms of this Agreement, its bylaws, and any governing laws.

ARTICLE 8

Responsibilities of LIGHTHUB

8.1. Reimbursement Resolution. LIGHTHUB may reimburse the Members from Bond proceeds for any payment to LIGHTHUB prior to the issuance of the Bonds or any other expenses incurred by LIGHTHUB or its Members as approved by the Board of Directors. The Board of Directors intends to reimburse each Member from the proceeds of initial Bonds.

8.2. Discussions and Negotiations. LIGHTHUB through its Chief Executive Officer, shall enter into discussions, negotiations, and contracts with potential suppliers, manufacturers, service providers, consultants, governmental entities, public officials, and others to gather information helpful to the fulfillment of the purposes of LIGHTHUB.

8.3. Network Operation. LIGHTHUB shall operate the Network in a manner that will benefit, as determined by the Board of Directors, the residents, businesses, and other entities located in each Member and the Members themselves in their internal operations.

8.4. Revenues. LIGHTHUB shall ensure that all covenants and obligations

required in any Bond documents are fulfilled, including the proper funding of debt service reserves, capital improvement accounts, repair and replacement accounts and operations and maintenance accounts. To accomplish those objectives, LIGHTHUB shall deposit when received all revenues (“**Revenues**”) into a revenue account, from which LIGHTHUB shall pay (i) all Operation and Maintenance Expenses, (ii) all debt service payment obligations with respect to any Bonds issued by LIGHTHUB, and (iii) all funding requirements for those funds and accounts as well as use of funds established with respect to the issuance of Bonds. Except as otherwise provided in **Section 9.2.**, after the payment of items (i) through (iii) in this **Section 8.4.**, the remaining Revenues (“**Discretionary Revenues**”) may be used to pay (x) costs of construction of the Network and (y) costs of redeeming Bonds all at the discretion of the Board. Any remaining Revenues (“**Excess Revenues**”) may be paid to the Members as provided in **Section 8.5.**

8.5. Excess Revenue Sharing. A majority of the Members participating in a Project (“**Project**”) shall determine the equitable distribution of Excess Revenues, if any. Until construction of the Network is substantially completed within the boundaries of a Project, there shall be no distribution of Excess Revenues from that Project to the Members participating in that Project.

If any Excess Revenues are attributable to the operation of the network, the Excess Revenues may be distributed to the Members on a pro-rata basis based upon ratio of connected subscribers to the Network. The decision to distribute the Excess Revenues shall be determined by a majority vote of the Members with one vote per Member. In the event of a tie vote, the decision whether to distribute shall be made by the Chief Executive Officer. In any case, Excess Revenues under this Section shall be distributed not less than bi-annually.

8.6. Registration. LIGHTHUB shall annually renew their registration with the lieutenant governor’s office on or before one year after the day on which the lieutenant governor issues the notice of registration or renewal in compliance with Section 67-1a-15, Utah Code.

8.6.1. The registration or renewal of LIGHTHUB shall include the legal document which created LIGHTHUB, any geographic boundaries of LIGHTHUB, name of this interlocal entity, description of the government type and function, the website, physical address, phone number and contact information of the primary

contact for LIGHTHUB, the names of the Members of LIGHTHUB, the sources of revenue for LIGHTHUB, and any assessment area of LIGHTHUB.

8.6.2. LIGHTHUB shall keep and comply with registration and renewal notices as required by the lieutenant governor in Section 67-1a-15, Utah Code.

ARTICLE 9 Voting Rights of Members

9.1. Voting with Respect to Operational Matters. Except as provided in **Section 9.2**, each Member shall be entitled to one vote for all Operational Matters (“**Operational Matter**”).

9.2. Voting Associated With Project Finance. When a vote is required with respect to a Project, only those Members participating in a given Project shall vote on matters pertaining to that Project (“**Project**”). If a Project contains multiple members, each member voting with respect to that project shall have one vote.

ARTICLE 10 Responsibilities of Members

10.1. Right of Way and Easement Use Granted. Each Member hereby grants Right of Way and Easement Use approval to LIGHTHUB, any other interlocal cooperative agency, any authorized service provider who may contract with LIGHTHUB, any authorized service provider of LIGHTHUB and/or other interlocal cooperative agency using the Network to provide services within that Member’s boundaries. By contract, each service provider shall be required to pay a Member any tax, franchise fee, or other charge that would be applicable to the provider if the provider had obtained a separate franchise and/or any Right of Way and Easement Use agreement from that Member and to abide by all requirements applicable to any existing franchise and Right of Way and Easement Use agreement providing the same telecommunications service. Upon LIGHTHUB’s request, each Member shall provide a copy of its current franchises and/or Right of Way and Easement Use agreements to LIGHTHUB.

10.2. Approval to Build Network. Each Member shall allow LIGHTHUB to build the Network in its boundaries, including the granting of any necessary excavation permits. However, LIGHTHUB agrees to abide by each Member’s ordinances and shall require any contractor hired to

install the Network to comply with each Member's ordinances. LIGHTHUB further agrees that it will not exercise its power of eminent domain against a Member's property without that Member's prior consent, which may be withheld in such Member's sole discretion.

10.3. Annual Dues. Each Member agrees to pay any annual dues to LIGHTHUB, as approved by at least a two-thirds vote of the Board of Directors, subject to the Member's budgetary processes and approvals, for the administration of the LIGHTHUB during said fiscal year.

10.4. Working Capital. Each Member agrees to pay any working capital assessments to LIGHTHUB, as approved by at least a two-thirds vote of the Board of Directors, subject to the Member's budgetary processes and approvals, for the administration of the LIGHTHUB during said fiscal year. In the event a member city fails to budget annual dues or working capital assessments to LIGHTHUB as adopted by the Board of Directors, then that Member's use of the operational components of LIGHTHUB may be limited or curtailed as determined by the Chief Executive Officer.

10.5. Review by Attorney. Each Member warrants that this Agreement and subsequent agreements with subcontractors for services or facilities are approved by the Member's governing body vested with executive power and reviewed by the attorney authorized to represent the Member in accordance with Section 11-13-202.5, Utah Code.

10.6. Filing of Agreement. Upon execution of an agreement to approve the creation of an interlocal entity, the governing body of a member of the interlocal entity shall file the agreement within 30 days after the date of the agreement with the lieutenant governor.

10.6.1 Once the lieutenant governor's office has issued a certificate of creation for the interlocal entity, that member shall file the certificate of creation, a certified copy of the creation of the interlocal entity, and any description outlined in 8.6.1 with the recorder of the county in which the interlocal was formed.

10.6.1.1 If the interlocal entity is located with the boundaries of more than a single county, the member shall file the same documents in 10.5.1 with the recorder of every county in which a member of the interlocal resides.

10.7. Efficacy. Members agree and understand that the Agreement takes effect after the Agreement is filed with each Member's records keeper within their respective municipality boundaries.

10.8. Formation. Members agree to abide by requirements of interlocal entity formation as set forth in Title 11, Chapter 13 of the Utah Code Annotated.

10.9. Separate Agreements. LIGHTHUB may, from time to time, enter into separate agreements with Members and/or other municipalities which comply with Section 10-18-105, Utah Code. When a Member avails itself of any side agreement between LIGHTHUB and another Member, said payments shall pass through LIGHTHUB to the other Member, and shall not constitute Revenues and/or Excess Revenues as defined in **Sections 8.4** or **8.5** under this Agreement. Payments shall be recorded within the budget and records of LIGHTHUB as such. These payments shall be delivered to the intended recipient Member within thirty (30) days of receipt. By way of example, LIGHTHUB may enter into an agreement for the use of the American Fork Network Operation Center and American Fork's Mid-Mile Fiber between Spanish Fork and downtown Salt Lake City.

ARTICLE 11 Board of Directors

11.1. Composition of Board. LIGHTHUB shall be governed by a Board of Directors, which is hereby established and which shall be composed of a representative from each Member. The Board representative from each Member shall be appointed by the Mayor or Chairman of the Member entity with the advice and consent of the Member's governing body after which the Board representative will be sworn in by the Chief Executive Officer as described in **Section 12.2**. The Board representative may send an alternate to act in his or her place at a Board or Executive Committee meeting, except if the Board representative is the Chair or a Vice-Chair, then that Board representative's responsibilities for conducting the meeting or signing documents shall fall to the next Vice-Chair in line.

11.2. Executive Committee. The Board of Directors may establish an Executive Committee of not more than five members of the Board and may delegate to the Executive Committee such powers and responsibilities as the Board deems appropriate, as provided in **Section 12.14**. The composition of, the manner of selection of, the voting and the powers and responsibilities of the

Executive Committee shall be as are established in this Agreement.

11.3. Voting. In all matters voted upon by the Board of Directors, each member of the Board shall have and may cast the same number of votes as the Member which the board member represents is entitled to cast under **Article 9**. If, for any provision regarding voting in this Agreement, there are insufficient Member votes to constitute a two-third's majority, the Chief Executive Officer may vote on this matter as a tie-breaking voting Member.

11.4. Meetings. The Board shall hold at least one regular meeting annually. The Board may hold special meetings as provided by law. Meetings may be conducted by telephonic or other technological means of communication.

11.5. Minutes. The Chief Executive Officer shall cause all meetings of the Board to comply with the Utah Open and Public Meetings Act, Title 52, Chapter 4, Utah Code.

11.6. Quorum. The presence of the Board members entitled to cast a majority of the votes of the entire Board shall constitute a quorum for the transaction of business. Unless otherwise requiring a two-thirds vote, a majority vote of the total votes of the entire Board, whether or not all Board members are present, shall constitute action by the Board.

11.7. Notice. Notice to Board members shall be sufficient if delivered in writing, by courier, U.S. Mail, fax, or by e-mail to the designated representative of the respective Member, at the address, fax number, or e-mail address of record, as may be amended from time to time.

11.8. Duty to Inform. The Board, through the Chief Executive Officer, shall have an ongoing duty to inform the Members of LIGHTHUB business and, accordingly, shall cause a copy of all materials (unless they are not public records; in which case, notice of their existence shall be given) delivered in the manner it deems appropriate to Board members for meetings of the Board, including minutes of past meetings, to be delivered to the Chair of each Member's governing body and to each Member's legal counsel. The Chief Executive Officer shall promptly respond to all requests for information made by any Member.

ARTICLE 12

Powers and Duties of the Board of Directors

The Board of Directors shall have the following powers and duties:

12.1. Exercise of Powers of LIGHTHUB. Except as otherwise authorized or delegated pursuant to this Agreement, the Board of Directors shall for and on behalf of LIGHTHUB, exercise all powers of LIGHTHUB set forth in **Article 7** herein.

12.2. Appointments. The Board of Directors shall appoint a Chief Executive Officer and the Chief Executive Officer shall appoint a Deputy Director and a Secretary/Treasurer, subject to confirmation by at least a two-thirds vote of the Board.

12.3. Budget. The Board of Directors shall cause to be prepared the operating budget of LIGHTHUB for each Fiscal Year.

12.4. Committees. The Board of Directors shall have the authority to appoint committees.

12.5. Reporting. The Board of Directors shall receive and act upon reports of the Executive Committee and of the Chief Executive Officer, and the Chair of the Committees.

12.6. Hiring Employees. The Board of Directors shall have the power to authorize the Chief Executive Officer to hire such persons as the Board deems necessary for the administration of LIGHTHUB.

12.7. Supervision. The Board of Directors shall have the general supervisory and policy control over the activities of the Chief Executive Officer.

12.8. Funds. The Board of Directors shall provide for the investment and disbursement of funds and their periodic review.

12.9. Audit. The Board of Directors shall provide for a certified annual audit of the accounts and records of LIGHTHUB, which audit shall conform to generally accepted auditing standards. Such annual audit shall be open for inspection by each Member representative at all reasonable times.

12.10. Bylaws. The Board of Directors shall have the authority to adopt bylaws and thereafter amend the bylaws. The adoption and any amendments shall be by a two-thirds (2/3) vote of the Board. Each Member shall receive a copy of the bylaws.

12.11. Rules of Board. The Board of Directors shall have the authority to establish rules governing its own conduct and procedure not inconsistent with the bylaws.

12.12. Added Members. By a two-thirds vote of the Members, the Members shall have the authority to admit Added Members on such terms and conditions as they deem appropriate. Added Members shall have assumed in writing any and all of the obligations under this Agreement.

12.13. Other Powers. The Board of Directors shall have such other powers and duties as are necessary for the operation or dissolution and winding up of LIGHTHUB and for the implementation of the bylaws subject to the limits of this Agreement and the bylaws.

12.14. Delegation to Executive Committee. The Board of Directors may, through LIGHTHUB's bylaws, delegate all of its powers and duties outlined in this Agreement to the Executive Committee, except for the following:

12.14.1. The election of the Chair and Vice Chairs of the Board.

12.14.2. The election of the group representatives to the Executive Committee.

12.14.3. The powers to adopt, modify, and approve changes in the bylaws and recommend proposed changes to the Agreement that must be approved by the Members' governing bodies.

12.14.4. The power to terminate or dissolve LIGHTHUB.

12.15. Records. The records of LIGHTHUB shall be governed by the "Government Records Access and Management Act," Section 63G-2-101, et seq., Utah Code, to the extent applicable, except that the governing body and/or legal counsel of each Member shall have full access to inspect all records and copy public records of LIGHTHUB.

ARTICLE 13

Officers, Agents, and Personnel

13.1. Chief Executive Officer. The Chief Executive Officer shall be appointed by the Board of Directors. The Chief Executive Officer shall, subject to the control of the Board of Directors, have general day-to-day supervision, management, administration, direction, and control of the business and officers of LIGHTHUB and shall have such other and related duties as may be prescribed by the Board. When LIGHTHUB is required or authorized to perform a function in this Agreement, or the law, the Chief Executive Officer or the person designated by the Chief Executive Officer has the power to perform the function.

13.2. Secretary/Treasurer. The Secretary/Treasurer shall be appointed by the Chief Executive Officer and confirmed by the Board. The duties of the Secretary/Treasurer are set forth in **Articles 14 and 15**.

13.3. Other Officers, Agents, and Personnel. The Chief Executive Officer shall have the power to hire or appoint such other officers, agents, and personnel as are budgeted for by the Board of Directors and as may be necessary to carry out the purposes of this Agreement.

13.4. Removals and Resignations; Filling of Vacancies; Etc. Provisions for removal and resignation, and provisions for filling vacancies, etc., shall be as established by the Chief Executive Officer unless otherwise established in this Agreement.

ARTICLE 14

Accounts and Records

14.1. Annual Budget. The Board of Directors shall annually adopt an operating budget pursuant to **Section 12.3**.

14.2. Funds and Accounts. The Secretary/Treasurer shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures laws. Financial records of LIGHTHUB shall be open to inspection at all reasonable times by Members' representatives and shall be open public records if so required by Utah State law.

14.3. Secretary/Treasurer's Report. Within ninety (90) days after the close of each

Fiscal Year, the Secretary/Treasurer shall give a complete written report of all financial activities for the immediate past Fiscal Year to the Board.

14.4. Annual Audit. The Board of Directors shall provide for a certified annual audit of the accounts and records of LIGHTHUB, as required by **Section 12.9**.

ARTICLE 15

Responsibility for Monies

15.1. Secretary/Treasurer's Responsibilities. The Secretary/Treasurer shall have custody of and shall disburse LIGHTHUB's funds. The Secretary/Treasurer shall have the authority to delegate the signatory function of Secretary/Treasurer to such persons as are authorized by the Board of Directors.

15.2. Bonds. A fidelity and treasurer's bond shall be required of all officers, agents, and personnel authorized to disburse funds of LIGHTHUB. The cost of such bond shall be paid by LIGHTHUB.

15.3. Financial Records. The Secretary/Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the bylaws.

ARTICLE 16

Dissolution of LIGHTHUB

16.1. Outstanding Indebtedness. So long as there are any outstanding Bonds of LIGHTHUB, it shall remain a separate legal entity with all of the power and duties set forth in this Agreement and all of the responsibilities, covenants, and obligations required in the Bond documents.

16.2. Dissolution of LIGHTHUB. If there are no outstanding Bonds, LIGHTHUB may be dissolved with two-thirds vote of the Members.

16.3. Power of Board. The Board of Directors is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of LIGHTHUB.

16.4. Division of Assets. Upon dissolution and after payment in full of all outstanding Bonds and other LIGHTHUB obligations, the Board of Directors shall equitably disburse the assets of LIGHTHUB to the then current Members. The disbursement shall be done according to the following principles:

16.4.1. Any outstanding agreements with service providers shall be honored.

16.4.2. To the extent possible, each current Member shall receive ownership of that portion of the Network within its boundaries, at no additional cost to each current Member.

16.4.3. After deducting costs, any cash or other assets jointly shared shall be disbursed, or interests deeded, *pro rata*, according to the revenue generated from each Member's jurisdiction.

ARTICLE 17 Other Provisions

17.1. Confidentiality. The Board of Directors shall take such steps as they deem necessary to protect and keep confidential appropriate information received or kept by LIGHTHUB in accordance with law. The Members shall protect and keep confidential information kept or received by LIGHTHUB during the term of this Agreement and after the termination of their membership in LIGHTHUB pursuant to this Agreement or other policies adopted by the Board and consistent with law.

17.2. Status of Members' Employees. When members of the Board of Directors are acting on behalf of LIGHTHUB, they shall be considered to be acting on behalf of their respective public agency employer within the meaning of the Governmental Immunity Act of Utah, and thus, shall be entitled to indemnification and representation so long as they meet the requirements of the Governmental Immunity Act of Utah.

17.3. Prohibition Against Assignment. No Member may assign any right, claim, or interest it may have under this Agreement; and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim, or title to any part of the Network share, interest, fund, or other asset of LIGHTHUB.

17.4. Severability Clause. In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

17.5. Complete Agreement. The foregoing constitutes the full and complete Agreement of the parties concerning the subject matter hereof. There are no oral understandings or agreements not set forth in writing herein. Documents attached hereto or made pursuant to this Agreement are incorporated in full by reference. In the event of a conflicting provision in this Agreement such documents, the terms of this Agreement shall prevail.

17.6. Amendment. This Agreement may be amended at any time by the written approval of two-thirds of all Members.

17.7. Governing Law. This Agreement shall be governed according to the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof on the date indicated on the signatory pages in the form shown in **Appendix C**.

Appendix A

Members

American Fork City

Kaysville City

Appendix B

Added Members

Appendix C

Authorized Signatories for Members

And Signatory Page

_____, by resolution of its legislative body adopted on _____, 2019, approved the execution of the Interlocal Cooperative Agreement of LIGHTHUB COMMUNICATIONS AGENCY originally dated as of September 1, 2019, and amended and restated as of _____, 2019, and consisting of pages 1 through 21, including Appendices A, B, and C.

Printed Name of Authorized Signatory

Signature

Title

ATTEST:

Signature

Name: _____

Title: _____

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

Authorized Attorney Representing the Public Agency

FILING OF AGREEMENT:

Pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, the keeper of the records for the public agency hereby certifies that this Agreement has been filed with him or her.

Signature

Name: _____

Title: _____