



## CEDAR HILLS

### CITY COUNCIL MEETING OF THE CITY OF CEDAR HILLS Tuesday, April 14, 2026 6:00 p.m.

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **City Council Meeting on Tuesday, April 14, 2026, beginning at 6:00 p.m.** at the Civic Center, 3925 W Cedar Hills 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. Price and Invocation given by C. Ellison
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns, and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

#### REPORTS/PRESENTATIONS/RECOGNITIONS

4. Open and Public Meetings Training

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)

5. Approval of the minutes from the March 10, 2026 City Council meeting.
6. A Proclamation declaring April 24, 2026 as Arbor Day
7. Resolution 04-14-2026A, appointment of Jen Young as an Advisor to the Youth City Council

#### CITY REPORTS AND BUSINESS

8. Mayor and Council, City Manager and Staff

#### **SCHEDULED ITEMS & PUBLIC HEARINGS**

9. Review/Action on a Resolution approving the Municipal Wastewater Planning Program for the year 2025 - *Presenter -Chandler Goodwin, City Manager*
10. Review/Action on a Resolution adopting specified restrictions on Fireworks and Open Fires - *Presenter -Chandler Goodwin, City Manager*
11. Review/Action and Public Hearing on an Ordinance amending City Code Title 10 Chapter 5 Section 5 related to Development in Required Setback Areas - *Presenter -Chandler Goodwin, City Manager*
12. Review/Action on authorizing the Mayor to sign a Franchise Agreement with Comcast - *Presenter -Chandler Goodwin, City Manager*
13. Discussion on Water Usage - *Presenter -Chandler Goodwin, City Manager*
14. Review/Action on acceptance of the public improvements and beginning of durability for Milkshake Madness, Lot 6 Plat C Phase II Cedar Hills Gateway Subdivision – *Chandler Goodwin, City Manager*
15. Discussion on Fiscal Year 2027 Budget - *Presenter -Charl Louw, Finance Director*

#### ADJOURNMENT

16. Adjourn

Posted the 3rd day of April, 2026

/s/ Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the city website at [www.cedarhillsutah.gov](http://www.cedarhillsutah.gov).
- 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.
- A Closed 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 to permit one or more of the council members or staff to participate.



## **PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE**

**Please remember all public meetings and public hearings are recorded**

- All comments **must** be recognized by the Chairperson and addressed through the microphone.
- Please do not approach the Council/Commission dais without permission from the Chairperson.
- When speaking to the Council / Planning Commission, please stand, speak slowly and clearly into the microphone, and state your name and address for the recorded record.
- Be respectful to others and refrain from disruptions during the meeting. Please refrain from conversation with others in the audience as the microphones are very sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (i.e., booing or applauding).
- Exhibits (photos, petitions, etc.) given to the City become the property of the City.
- Please silence all cellular phones, electronic devices or other noise making devices.
- Be considerate of others who wish to speak by limiting your comments to a reasonable length and avoiding repetition of what has already been said. Individuals may be limited to three minutes and group representatives may be limited to five minutes.
- Refrain from congregating near the doors or in the area outside the council room to talk as it can be very noisy and disruptive. If you must carry on conversation in this area, please be as quiet as possible. (The doors must remain open during a public meeting/hearing.)

### **Public Hearing v. Public Meeting:**

If the agenda item is a **public hearing**, the public may participate during that time and may present opinions and evidence for the issue for which the hearing is being held. In a public hearing there may be some restrictions on participation such as time limits.

Anyone can observe a **public meeting**, but there is no right to speak or be heard there - the public participates in presenting opinions and evidence at the pleasure of the body conducting the meeting.



**CEDAR HILLS**

# Proclamation

**ARBOR DAY  
APRIL 24, 2026**

**WHEREAS**, Arbor Day is observed throughout the nation and the world; and

**WHEREAS**, trees provide beauty to the community and provide valuable shade; and

**WHEREAS**, trees can reduce the erosion of topsoil, produce oxygen and provide habitat for wildlife; and

**WHEREAS**, trees are valuable to purifying the air in Utah's arid climate; and

**WHEREAS**, having beautiful trees planted in the community is important to the citizens:

**NOW, THEREFORE** I, Denise Andersen, Mayor of the City of Cedar Hills, Utah, on behalf of the City Council do hereby proclaim April 24, 2026 as "Arbor Day" in the City of Cedar Hills and urge all citizens to celebrate Arbor Day and support and protect our trees and woodlands.

Dated this 14th day of April, 2026

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Denise Andersen, Mayor

ATTEST:

---

Colleen A. Mulvey, City Recorder

**RESOLUTION NO. 04-14-2026A**

**A RESOLUTION MAKING ASSIGNMENTS TO MEMBERS OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF THE CITY OF CEDAR HILLS, UTAH, TO CERTAIN BOARDS, COMMITTEES, AND ENTITIES.**

**WHEREAS**, the Mayor of the City of Cedar Hills, Utah, desires to make assignments to members of the City Council, staff, and residents to certain boards, committees, and entities; and

**WHEREAS**, The City Council of the City of Cedar Hills has determined that it would be in the best interest of the community to have councilmember, staff, and resident participation on certain boards, committees, and entities;

**NOW THEREFORE**, the City Council of the City of Cedar Hills, Utah, resolves to consent and approve the Mayor’s assignments to members of the City Council, staff, and residents, per the attached document.

**PASSED AND APPROVED this 14th day of April, 2026.**

**CITY OF CEDAR HILLS COUNCIL**

By: \_\_\_\_\_  
Denise Andersen, Mayor

**VOTING:**

Laura Ellison	Yes	No	Absent
Mike Geddes	Yes	No	Absent
Bob Morgan	Yes	No	Absent
Erika Price	Yes	No	Absent
Kelly Smith	Yes	No	Absent

**ATTEST:**

\_\_\_\_\_  
Colleen A. Mulvey, MMC, UCC  
City Recorder

DEPOSITED in the office of the City Recorder this 15th day of April, 2026.

<b>YOUTH CITY COUNCIL ADVISORY COMMITTEE</b>
--

Jen Young - Advisor
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# The City of Cedar Hills

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Kevin Anderson/ PW Director
<b>DATE:</b>	April 14, 2026

## City Council Agenda Item

<b>SUBJECT:</b>	Municipal Wastewater Annual Report
<b>APPLICANT PRESENTATION:</b>	n/a
<b>STAFF PRESENTATION:</b>	Chandler Goodwin / City Manager
<b>BACKGROUND AND FINDINGS:</b>	
<p>The Utah State Department of Environmental Quality requires that Cedar Hills City submit an annual report covering information associated with the Municipal Wastewater Planning Program, Collections System and Financial Evaluation of same. This report has been prepared and is available for review.</p> <p>In addition, the State Water Quality Board requests that the following action be completed by City Council: 1) City Council acknowledges that they have reviewed the 2025 report and 2) if applicable; City Council has taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit.</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b>	
Resolution	
<b>FISCAL IMPACT:</b>	
Permit requires the financial commitment to fund activities of the program, including additional administration, reporting and inspection.	
<b>SUPPORTING DOCUMENTS:</b>	
Municipal Wastewater Planning Program Financial Evaluation and Collection System 2025 report.	
<b>RECOMMENDATION:</b>	
Staff recommends that the City Council approve the Municipal Wastewater Planning Program Resolution as requested by the Utah State Water Quality Board.	
<b>MOTION:</b>	
To approve/not approve Resolution _____, a resolution approving the 2025 Municipal Wastewater Planning Program, collection system and financial evaluation.	

Motion:	Second:
Laura Ellison:	Yes__ No ___ Abstain __ Absent __
Mike Geddes:	Yes__ No ___ Abstain __ Absent __
Bob Morgan:	Yes__ No ___ Abstain __ Absent __
Erika Price:	Yes__ No ___ Abstain __ Absent __
Kelly Smith:	Yes__ No ___ Abstain __ Absent __

# Full MWPP Survey - 2025

Municipal Wastewater Planning Program survey for the year 2024.

kandersoncedarhills@gmail.com [Switch account](#)



\* Indicates required question

Email \*

kanderson@cedarhillsutah.gov

## Section I: General Information

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to [wqinfodata@utah.gov](mailto:wqinfodata@utah.gov) and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page



What is the name of the Facility? \*

Cedar Hills City

What is the Name of the person responsible for this organization? \*

Kevin Anderson

What is the Title of the person responsible for this organization? \*

Public Works Director

What is the Email Address for the person responsible for this organization? \*

kanderson@cedarhillsutah.gov

What is the Phone number for the person responsible for this organization? \*

8017859668



Please identify the Facility Location? \*

Please provide either Longitude and Latitude, address, or a written description of the location (with area or point).

10246 N. Canyon Rd. Cedar Hills Utah, 84062

Are you a federal facility?

A federal facility is a military base, a national park, or a facility associated with a federal government organization (e.g., BLM, Forest Service, etc.)

Yes

No

Clear selection

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# Full MWPP Survey - 2025

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\* Indicates required question

## Financial Evaluation Section

As you begin this survey you must keep in mind which part of the wastewater system that you represent, unless you represent it all (e.g., collections, treatment, or both). If you only represent the collection system please respond to each question thinking only of collection system data as you proceed through this survey. The same goes for treatment and both. If you get a question that does not apply to the part of the system which you represent then leave it unanswered. However, please try to answer as many questions as you possibly can.

This section is completed by:

Kevin Anderson



Are sewer revenues maintained in a dedicated purpose enterprise/district account?

Yes

No

Clear selection

Are you collecting 95% or more of your anticipated sewer revenue?

Yes

No

Clear selection

Are Debt Service Reserve Fund requirements being met?

Yes

No

Clear selection

Where are sewer revenues maintained?

General Fund

Combined Utilities Fund

Other

Clear selection



What was the average MONTHLY User Charge for 2024?

\$49.97 For average of 6000 gallons

Do you have a water and/or sewer customer assistance program (CAP)?

Yes

No

Clear selection

Are property taxes or other assessments applied to the sewer systems?

Yes

No

Clear selection

What is the yearly amount of revenue that you receive from these taxes?

0



Are sewer revenues sufficient to cover operations & maintenance costs, and repair & replacement costs (OM&R) at this time?

Yes

No

Clear selection

Are projected sewer revenues sufficient to cover operation & maintenance, and repair and replacement costs for the next five years?

Yes

No

Clear selection

Does the sewer system have sufficient staff to provide proper operation & maintenance, and repair and replacement?

Yes

No

Clear selection



Has a repair and replacement sinking fund been established for the sewer system?

Yes

No

Clear selection

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

Yes

No

Clear selection

Are sewer revenues sufficient to cover all costs of current capital improvements projects?

Yes

No

Clear selection



Has a Capital Improvements Reserve Fund been established to provide for anticipated capital improvement projects?

- Yes
- No

Clear selection

Are projected Capital Improvements Reserve Funds sufficient for the next five years?

- Yes
- No

Clear selection

Are projected Capital Improvements Reserve Funds sufficient for the next ten years?

- Yes
- No

Clear selection



Are projected Capital Improvements Reserve Funds sufficient for the next twenty years?

Yes

No

Clear selection

Have you completed a rate study within the last five years?

Yes

No

Clear selection

Do you charge Impact fees?

Yes

No

Clear selection

If you charged Impact Fees, how much were they? =

If not a flat fee, use total collected impact fees for the year divided by the total number of entities who paid fees that year.

flat fee collected impact fees collected dividec



Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years?

- Yes
- No

Clear selection

Do you maintain a Plan of Operations?

- Yes
- No

Clear selection

Have you updated your Capital Facility Plan within the last five years?

- Yes
- No

Clear selection

In what year was the Capital Facility Plan last updated?

Your answer



Do you use an Asset Management system for your sewer systems?

- Yes
- No

Clear selection

Do you know the total replacement cost of your total sewer system capital assets?

- Yes
- No

Clear selection

Replacement Cost =

Your answer

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

- Yes
- No

Clear selection



What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost?

Your answer

Describe the Asset Management System. Check all that apply:

- Spreadsheet
- GPS
- Accounting Software
- Specialized Software

What is the 2024 Capital Assets Cumulative Depreciation for your facility?

Bowen and Collins will be working on this to get

What is the 2024 Capital Assets Book Value?

Book Value = (total cost) - (accumulated depreciation)

Your answer



Cost of projected capital improvements - Please enter a valid numerical value - 2024?

Your answer

Cost of projected capital improvements - Please enter a valid numerical value - 2025 through 2029?

Your answer

Cost of projected capital improvements - Please enter a valid numerical value - 2030 through 2034?

Your answer

Cost of projected capital improvements - Please enter a valid numerical value - 2035 through 2039?

Your answer

Cost of projected capital improvements - Please enter a valid numerical value - 2040 through 2044?

Your answer



Purpose of Capital Improvements - 2024? Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2025 through 2029? - Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements - 2030 through 2034 Check all that apply.?

- Replace/Restore
- New Technology
- Increased Capacity



Purpose of projected Capital Improvements - 2035 through 2039? - Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

Purpose of projected Capital Improvements from 2040 through 2044? - Check all that apply.

- Replace/Restore
- New Technology
- Increased Capacity

To the best of my knowledge, the Financial Evaluation section is completed and accurate.

- True
- False

Clear selection

Do you have a collection system? \*

- Yes
- No



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Collection System

Including piping and lift stations.

This form is completed by [name]?

The person completing this form may receive Continuing Education Units (CEUs).

Kevin Anderson

## Part I: SYSTEM DESCRIPTION

Please answer the following questions regarding SYSTEM DESCRIPTION.



What is the largest diameter pipe in the collection system?

Please enter the diameter in inches.

18 inch

What is the average depth of the collection system?

Please enter the depth in feet.

10 feet

What is the total length of sewer pipe in the collection system?

Please enter the length in miles.

31.0 miles

How many lift/pump stations are there in the collection system?

0

What is the largest capacity lift/pump station in the collection system?

Please enter the design capacity in gpm.

0



Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

Yes

No

Clear selection

What year was your collection system first constructed?

This can be an approximate guess if you really are not sure.

1980

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed?

If more than one, cite the oldest.

2002

## Part II: DISCHARGES

Please answer the following questions regarding DISCHARGES.

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0



How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure, except plugged laterals?

0

### Sanitary Sewer Overflow (SSO)

**Class 1** - a Significant SSO means a SSO backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the State.

**Class 2** - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria

How many Class 1 SSOs were there in Calendar year 2024?

0

How many Class 2 SSOs were there in Calendar year 2024?

0



Please indicate what caused the SSO(s) in the previous 2 questions.

0

Please specify whether the SSOs were caused by contract or tributary community, etc.

0

### Part III: NEW DEVELOPMENT

Please answer the following questions regarding NEW DEVELOPMENT.

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

Yes

No

Clear selection



Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

Yes

No

Clear selection

What is the number of new commercial/industrial connections in 2024?

3

What is the number of new residential sewer connections added in 2024?

4

How many equivalent residential connections are served?

2502

#### Part IV: OPERATOR CERTIFICATION

Please answer the following questions regarding OPERATOR CERTIFICATION.



How many collection system operators do you employ?

4

What is the approximate population served?

9980

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade. List the designated Chief Operator/DRC for the Collection System by: First and Last Name, Grade, and email.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Kevin Anderson Public Works Director- DRC grade 2. Tyler Aston DRC Grade 2 Systems Manager.

Please list all other wastewater collection system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Tyler Aston Grade 2. Tyler Gabbitas Grade 2



Please list all other wastewater collection system operators by name and certification grade. Please separate names and certification grades for each operator by commas.

Grades: SLS17-1, Grade I, Grade II, Grade III, and Grade IV.

Kevin Anderson Grade 2, Tyler Aston Grade 2, Tyler Gabbitas Grade 2, Kohler Christen Grade 1.

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

Yes

No

Clear selection

#### Part V: FACILITY MAINTENANCE

Please answer the following questions regarding FACILITY MAINTENANCE.

Have you implemented a preventative maintenance program for your collection system?

Yes

No

Clear selection



Have you updated the collection system operations and maintenance manual within the past 5 years?

Yes

No

Clear selection

Do you have a written emergency response plan for sewer systems?

Yes

No

Clear selection

Do you have a written safety plan for sewer systems?

Yes

No

Clear selection

Is the entire collections system TV inspected at least every 5 years?

Yes

No

Clear selection



Is at least 85% of the collections system mapped in GIS?

- Yes
- No

Clear selection

Part VI: SSMP EVALUATION

Please answer the following questions regarding SSMP EVALUATION.

Have you completed a Sewer System Management Plan (SSMP)?

- Yes
- No

Clear selection

Has the SSMP been adopted by the permittees governing body at a public meeting?

- Yes
- No

Clear selection



Has the completed SSMP been public noticed?

Yes

No

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USMP Public Notice Date

Date of public notice?

Date

10/03/2017

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Continue 1

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

Yes

No

Clear selection

What adjustments were made to the SSMP (i.e. line cleaning, CCTV inspections, manhole inspections, and/or SSO events)?

Updated camera and cleaning of piping. Employees have left and hired new ones.  
Calibration of Sewer meters with TSSD and Manhole inspections.



During 2024, was any part of the SSMP audited as part of the five year audit?

Yes

No

Clear selection

If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit?

A new 5 lot subversion was added and two new Business added

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Plan?

Yes

No

Clear selection

Does the collection system have more than 2,000 connections?

Yes

No

Clear selection



Has a fats, oil, and grease (FOG) or fats, oil, sand, and grease program been developed by the collection system?

Yes

No

Clear selection

### Part VII: NARRATIVE EVALUATION

Please answer the following questions regarding NARRATIVE EVALUATION.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

PVC and very little concrete. good condition.

What sewerage system capital improvements does the utility need to implement in the next 10 years?

none

What sewerage system problems, other than plugging, have you had over the last year?

0



Is your utility currently preparing or updating its capital facilities plan?

- Yes
- No

Clear selection

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

- 100%
- Partially
- Does not pay

Clear selection

Is there a written policy regarding continued education and training for wastewater operators?

- Yes
- No

Clear selection

Do you have any additional comments?

Your answer



To the best of my knowledge, the Collections System section is completed and accurate

- True
- False

Clear selection

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## Wastewater Treatment Options

You have either just completed or just bypassed questions about a Collection System. If this section was bypassed by mistake, in the next question you will have the option to return to the questions on a Collection System. If you are good with the progress up to now, next you will determine what kind of Wastewater Treatment you have, or you can choose NO Wastewater Treatment.

What kind of wastewater treatment do you have in your wastewater treatment system?

- Mechanical Plant
- Discharging Lagoon
- Non-Discharging Lagoon
- No Treatment of Wastewater
- Collections (go back to Collections)

Clear selection



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\* Indicates required question

Adopt & Sign

I have reviewed this report and to the best of my knowledge the information provided in this report is correct. \*

- True
- False

Has this been adopted by the Council? \*

- yes
- No

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\* Indicates required question

Not Adopted by Council

What date will it be presented to the Council? \*

Date

04/14/2026

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING THE MUNICIPAL WASTEWATER PLANNING PROGRAM FOR THE YEAR 2025 FOR THE CITY OF CEDAR HILLS, UTAH.**

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

1. Reviewed the Municipal Wastewater Planning Program Report for the year 2025, which is attached to this Resolution;
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the Utah Pollutant Discharge Elimination System (UPDES) Permit (if applicable).

**PASSED AND APPROVED** this 14th day of April, 2026.

**CITY OF CEDAR HILLS COUNCIL**

By: \_\_\_\_\_  
Denise Andersen, Mayor

**VOTING:**

Laura Ellison	Yes	No	Absent
Mike Geddes	Yes	No	Absent
Bob Morgan	Yes	No	Absent
Erika Price	Yes	No	Absent
Kelly Smith	Yes	No	Absent

**ATTEST:**

\_\_\_\_\_  
Colleen Mulvey, MMC, UCC  
City Recorder

Deposited in the office of the City Recorder this 15th day of April, 2026.



# The City of Cedar Hills

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, City Manager
<b>DATE:</b>	April 14, 2026

<b>SUBJECT:</b>	Review/Action on a Resolution regulating Fireworks
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager

**BACKGROUND AND FINDINGS:**

The City Council is granted the authority by Utah State Code to adopt ordinances that are “necessary and proper to provide for the safety and preserve the health, and promote prosperity, improve the morals, peace and good order, comfort, and convenience of the City and its inhabitants, and for the protection of property in the City.” With the amount of run-off and associated plant growth, there is a concern that the hillside and native areas have new growth that would provide significant fuel for any fire. As temperatures rise, this new growth will dry out leading to dangerous conditions. This Resolution reaffirms the City’s commitment to the safety of residents by prohibiting open fires where indicated on the map, and the discharge of aerials and fireworks within 100’ of areas identified on the map. American Fork Fire and Rescue, as well as the American Fork Police are making no recommendations to amend the proposed map.

**PREVIOUS LEGISLATIVE ACTION:**

Cedar Hills last reviewed the fireworks map in 2025

**FISCAL IMPACT:**

N/A

**SUPPORTING DOCUMENTS:**

Proposed resolution and fireworks map.

**RECOMMENDATION:**

Review the proposed resolution and associated fireworks map for any necessary changes.

**MOTION:**

To approve Resolution No. \_\_\_\_\_, a resolution of the City Council of the City of Cedar Hills, Utah, adopting specified restrictions of fireworks and open fires in portions of the City, subject to the following modifications (LIST ANY APPLICABLE CHANGES):

**ACTION:**

Motion:

Second:

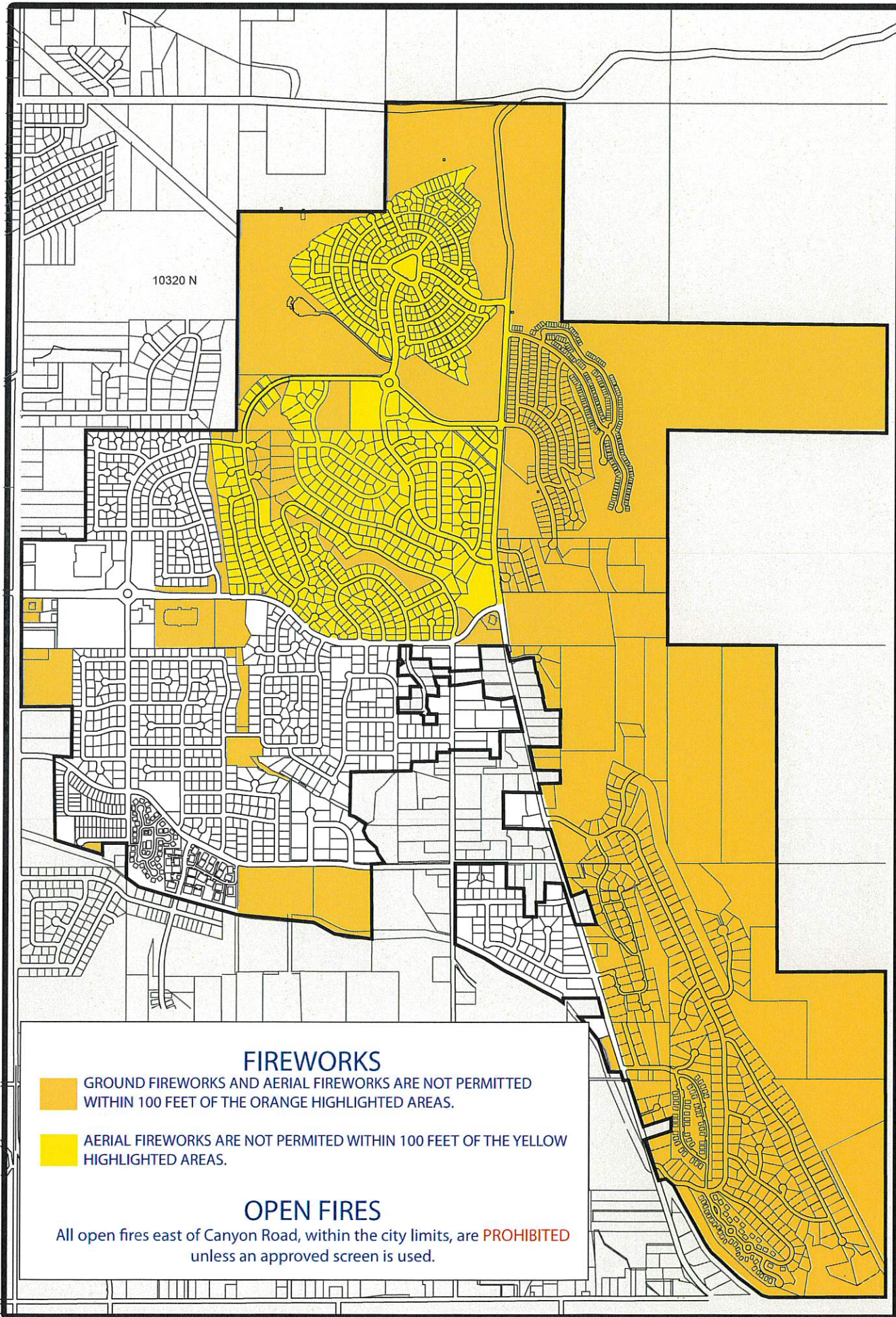
Laura Ellison:            Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Mike Geddes:            Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Bob Morgan:             Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Erika Price:              Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Kelly Smith:              Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_



10320 N

### FIREWORKS

 GROUND FIREWORKS AND AERIAL FIREWORKS ARE NOT PERMITTED WITHIN 100 FEET OF THE ORANGE HIGHLIGHTED AREAS.

 AERIAL FIREWORKS ARE NOT PERMITTED WITHIN 100 FEET OF THE YELLOW HIGHLIGHTED AREAS.

### OPEN FIRES

All open fires east of Canyon Road, within the city limits, are **PROHIBITED** unless an approved screen is used.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, ADOPTING SPECIFIED RESTRICTIONS OF FIREWORKS AND OPEN FIRES IN PORTIONS OF THE CITY FOR FIRE SEASON 2026**

**WHEREAS**, the State of Utah including Utah County and the City of Cedar Hills is experiencing drought conditions;

**WHEREAS**, the eastern city boundary lies adjacent to United States Forrest; and

**WHEREAS**, the City of Cedar Hills wishes to protect such vulnerable and irreplaceable areas from the risk of wildfires.

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH COUNTY, UTAH, AS FOLLOWS:**

**Section 1.** The City of Cedar Hills hereby declares support of the American Fork Fire Department (AFFD) efforts to limit fire risk by the restriction of all fireworks and all open fires east of Canyon Road within city limits and in any area identified by the highlighted areas of the map.

A copy of said map is attached hereto as Attachment A. Open fires west of Canyon Road shall be contained in facilities as approved by the AFFD.

**Section 2.** The City of Cedar Hills is excluded from the provisions in this resolution for all fireworks associated with the Family Festival.

**Section 3.** This Resolution shall take effect immediately upon its approval and adoption.

**PASSED AND APPROVED** this 14th day of April, 2026

**CITY OF CEDAR HILLS COUNCIL**

By: \_\_\_\_\_  
Denise Andersen, Mayor

**VOTING:**

Laura Ellison	Yes	No	Absent
Mike Geddes	Yes	No	Absent
Bob Morgan	Yes	No	Absent
Erika Price	Yes	No	Absent
Kelly Smith	Yes	No	Absent

**ATTEST:**

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Colleen A. Mulvey, MMC, UCC  
City Recorder

**DEPOSITED** in the office of the City Recorder the 15th day of April, 2026.



# The City of Cedar Hills

<b>TO:</b>	Mayor & City Council
<b>FROM:</b>	Sarah Sampson, Zoning Official/Associate Planner
<b>DATE:</b>	April 14, 2026

<b>SUBJECT:</b>	Review/action and Public Hearing on amendments to City Code Title 10 Chapter 5 Section 5: Development in required setback area
<b>APPLICANT PRESENTATION:</b>	n/a
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager
<b>BACKGROUND AND FINDINGS:</b>	
<p>The 2021 International Swimming Pool and Spa code updated the barrier requirements for swimming pools and spas, allowing for specific safety covers in lieu of fences, or walls as a barrier. To bring our code into alignment with Adopted ISPSC code it is proposed to add language specific to approved barriers.</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b>	
N/A	
<b>FISCAL IMPACT:</b>	
N/A	
<b>SUPPORTING DOCUMENTS:</b>	
Proposed code amendment to Title 10 Chapter 5 Section 5: Development in Required Setback Area	
<b>RECOMMENDATION:</b>	
Staff and Planning Commission recommend the proposed Code changes to the City Council.	
<b>MOTION:</b>	
To approve/not approve Ordinance No. _____, an ordinance adopting amendments to City Code 10-5-5 related to development in required setback area, subject to the following conditions: LIST ANY CONDITIONS NECESSARY FOR ADOPTION}	
<b>ACTION:</b>	
Motion:	Second:
Laura Ellison:	Yes__ No ___ Abstain __ Absent __
Mike Geddes:	Yes__ No ___ Abstain __ Absent __
Bob Morgan:	Yes__ No ___ Abstain __ Absent __
Erika Price:	Yes__ No ___ Abstain __ Absent __
Kelly Smith:	Yes__ No ___ Abstain __ Absent __

**10-5-5: DEVELOPMENT IN REQUIRED SETBACK AREA (REQUIRED YARD AREA):**

All required setback area (required yard area) of a lot shall be open and unobstructed, except for the following uses and projections:

A. Side Setback Areas (Side Yard Areas):

9. Private swimming pools and similar uses shall be allowed in a side yard, provided they are located at least thirty feet (30') from any dwelling on an adjoining lot and at least ten feet (10') from any property line. Corner lots, with a side abutting street: pool shall be set back not less than thirty feet (30') from the property line that abuts on a street.

Swimming pools and spas shall be enclosed within a fence ~~, or wall~~ or barrier that complies with the current ISPSC code and all other which conforms to International- Building Code requirements:



# The City of Cedar Hills

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, City Manager
<b>DATE:</b>	April 14, 2026

<b>SUBJECT:</b>	Review/Action on authorizing the Mayor to sign a Franchise Agreement with Comcast
<b>APPLICANT PRESENTATION:</b>	Steve Proper, Comcast
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager

## **BACKGROUND AND FINDINGS:**

This is a cable system franchise agreement between the City of Cedar Hills and Comcast Cable Communications Management, LLC.

### **Basic Grant & Term**

- Comcast receives a nonexclusive franchise to construct and operate a cable system in the city's public ways
- 10-year term with provisions for renewal per federal Cable Act Section 546
- Periodic reviews at the 3rd and 6th anniversaries to assess system performance and community needs

### **Financial Obligations**

- Comcast pays a 5% franchise fee on annual gross revenues, quarterly
- Educational/Government (EG) access capital contribution capped at \$1.20 per year per primary connection

### **System Construction & Maintenance**

- Comcast responsible for constructing, maintaining, and restoring public ways to original condition
- Must comply with National Electric Safety Code and FCC technical standards
- Required to extend service to any contiguous unserved area with 15+ residences within 1/4 cable mile at no cost to subscribers
- For sparse areas, subscribers share the extension costs on a pro rata basis

### **Insurance & Liability**

- \$2 million commercial general liability insurance with city as additional insured
- Comcast indemnifies the city for damages from construction, operation, or maintenance (except city's own negligence)

**Competitive Equity Provision (Section 9)**

- If any new video service provider enters the market, Comcast gets the right to operate under identical terms and conditions within 60 days

**PREVIOUS LEGISLATIVE ACTION:**

Current Franchise Agreement with Comcast expired in 2013, the City has been operating on a month-to-month basis under the provisions of the old agreement, periodically negotiating a new agreement.

**FISCAL IMPACT:**

None

**SUPPORTING DOCUMENTS:**

Proposed Cedar Hills Comcast Franchise Agreement

**RECOMMENDATION:**

Review the proposed Franchise Agreement, make any necessary recommendations necessary for approval.

**MOTION:**

To approve/not approve the proposed Franchise Agreement with Comcast, and authorize the Mayor to sign the agreement, subject to the following conditions: {LIST ANY CONDITIONS NECESSARY FOR ADOPTION}

**ACTION:**

Motion:

Second:

Laura Ellison: Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Mike Geddes: Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Erika Price: Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Bob Morgan: Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Kelly Smith: Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

## FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between City of Cedar Hills (hereinafter, “City”) and Comcast Cable Communications Management, LLC (hereinafter, “Grantee”).

The City, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

### SECTION 1 - Definition of Terms

1. Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

1.1 “Cable Act” means Title VI of the Communications Act of 1934, as amended.

1.2 “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.3 “Cable System” shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

1.4 “Effective Date” means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the “Term” section herein.

1.5 "FCC" means Federal Communications Commission, or successor governmental entity thereto.

1.6 “Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.7 “Franchising Authority” means the City of Cedar Hills, or the lawful successor, transferee, or assignee thereof.

1.8 “Grantee” means Comcast Cable Communications Management, LLC, or the lawful successor, transferee, or assignee thereof

1.39. “Gross Revenue” means any and all the Cable Service revenue in whatever form, from any source, directly received by the Grantee or affiliate of the Grantee, derived by the Grantee from the operation of the Cable System in any manner in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Gross Revenue Cable Service revenue includes, but is not limited to, monthly basic, expanded basic, premium and pay-per-view revenues ~~video fees~~, advertising and home shopping revenue, installation fees and revenues, and equipment rental fees and revenues, and any leased access revenues. Gross Revenue shall not include refundable deposits, bad debt, late fees, ~~investment income, programming launch support payments, advertising sales commissions~~, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

1.10. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.11. “Service Area” means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

1.12. “Subscriber” means a Person who lawfully receives Cable Service of the Cable System with the Grantee’s express permission.

## **SECTION 2 - Grant of Authority**

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

### 2.2.1. Periodic Review.

A. Subject to the provisions of this section, on the third (3rd) and the sixth (6th) anniversary of the effective date of the Franchise, the Franchising Authority may commence proceedings, which afford public notice, public participation and open meetings for the purpose of identifying future Cable System community needs and interests, including but not limited to technological developments, EG access provisions, and cable Internet services, and to determine whether it would be appropriate to amend the Franchise to address developments in the field of cable communications that may have taken place over the course of time, and to review the Grantee's performance during the preceding time period. Any proposed amendment of the Franchise under this section shall be based upon the reasonable cable-related needs and interests of the Cedar Hills community and take into consideration the costs to the Grantee of meeting those needs and interests.

B. If, after conducting such review, the Franchising Authority decides that amendments to the Franchise are warranted then it shall hold at least one (1) public hearing to enable the Grantee and the public to comment on each of the proposed Franchise amendments.

C. If, following such hearings, the Franchising Authority determines that amendments to the Franchise are warranted and/or that material changes in the Grantee's obligations under the Franchise are warranted, and if the Grantee is willing to comply with such amendments and/or changes, the parties shall amend the Franchise accordingly.

D. If, however, the Grantee is not willing to comply with such Franchise amendments and/or changes as a result of the hearings, either party, as their sole remedy, may within ninety (90) days after the Franchising Authority's determination, provide notice to the other party, pursuant to Section 626 of the Cable Act, that it wishes to

commence proceedings to renew the Franchise. If, at the time of such notice, more than thirty-six (36) months remain in the term of the Franchise, notice shall be deemed, by mutual agreement, to shorten the term of the Franchise so that the Franchise shall terminate thirty-six (36) months from the date of notice.

E. Notwithstanding any provisions of this Section, the Franchising Authority and the Grantee may at any time amend the Franchise by mutual consent.

2.3. Authority Over Non-Cable Services. To the extent allowed by law, the Franchising Authority shall retain the authority to regulate and receive compensation for Non-Cable Services. If the Grantee is allowed by law and chooses to provide Non-Cable Services, the Grantee and the Franchising Authority will negotiate the terms and fees in accordance with applicable law.

2.4. Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

2.53. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 546626 of the Cable Act, as amended.

2.6. Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 547 of the Cable Act.

2.74. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

### **SECTION 3 – Construction and Maintenance of the Cable System**

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.4. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; ~~and~~ (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for ~~asuch~~ temporary relocation; (iii) and the Grantee is given no less than one hundred twenty (120) days for a permanent relocation.

3.5. Relocation for the Franchising Authority. Upon Grantee's receipt of reasonable advance written notice by the Franchising Authority, to be not less than five (5) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

3.36. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.76 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.87 Access to Open Trenches. The Franchising Authority agrees to work with the Grantee on a mutually agreeable plan to help ensure that developers provide the Grantee with reasonable access to the open trench.

3.9 Required Extensions of the Cable System. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least 15 residences within 1320 cable-bearing strand feet (one-quarter cable mile)-from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.11 Cable Service to Public Buildings. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's

Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.12 Technical Standards. The Grantee is responsible for insuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

3.13 Emergency Use.

A. In accordance with and at the time required by the provisions of FCC Regulations Part 11 , Subpart D, Section 11.51 , and as other provisions which may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Regulations, Section 11.18.

B. The Franchising Authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

3.14 Educational and Government (EG) Access Channel.

A. Grantee's Provision of Education and Government Access Channel. Upon request by the Franchising Authority, the Grantee shall make available one (1) channel to be used for educational and governmental cablecast programming. When first run programming on the first EG channel occupies seventy-five percent (75%) of the hours between 11:00 AM and 11:00 PM, for any twelve consecutive weeks, the Franchising Authority may request the use of one (1) additional channel for the same purpose. The additional channel must maintain programming fifty percent (50%) of hours between 11:00

AM and 11:00 PM, for any consecutive twelve (12) week period. If this level of programming is not maintained for the additional channel, that channel will return to the Grantee for its use. The Grantee also reserves the right to program the designated educational and government channel during the hours not used by the Franchising Authority or other governmental entities. If programming time is not used by Franchising Authority and is available for sharing, the channel may be shared with other municipalities receiving programming from the common head end receive sight location. The Franchising Authority shall agree to indemnify, save and hold harmless the Grantee from and against any liability resulting from use of the aforementioned educational and governmental channel by the Franchising Authority, except for liability resulting from program time shared with other municipalities.

B. Educational and Government Access Capital Contributions. At any time during the term of this Franchise the Franchising Authority may require that the Grantee prospectively provide a “Capital Contribution,” paid annually during the remaining term of the Franchise, to be used specifically for educational and governmental access as provided for in Paragraph 3.14.A. (“Grantee’s Provision of Educational and Government Access Channels”). The Franchising Authority shall give the Grantee ninety (90) days’ notice of such a requirement, The amount of the Capital Contribution payable by the Grantee to the Franchising Authority shall not exceed One Dollar and Twenty Cents (\$1.20) per year per primary connection. The Franchising Authority agrees that all amounts due to the Franchising Authority by the Grantee as the Capital Contribution may be added to the price of cable services, prorated monthly, and collected from the Grantee’s Subscribers as “external costs,” as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as the Capital Contribution may be separately stated on Subscribers’ bills as permitted in 47 C.F.R. 76.985. The Capital Contribution will be payable by Grantee to the Franchising Authority after; a) the approval of the Franchising Authority, if required, to the inclusion of the Capital Contribution on Subscribers’ bills including any required approval pursuant to 47 C.F.R. 76.933; b) notice to Grantee’s Subscribers of the inclusion; and c) the collection of the Capital Contribution by the Grantee from its Subscribers. The “Capital Contributions” are not to be considered in the calculation of Franchise Fees pursuant to this Franchise.

#### **SECTION 4 - Customer Service Standards; Customer Bills; and Privacy Protection**

4.1. Customer Service Standards. The Franchising Authority hereby adopts, and the Grantee agrees to comply with, the customer service standards set forth in Part 76, §76.309 of the FCC’s rules and regulations, as amended.

4.2. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section ~~551631~~ of the Cable Act and regulations adopted pursuant thereto.

#### **SECTION 5 – Insurance and Indemnification** **Insurance and Indemnification**

5.1. Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

5.2. Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

#### **SECTION 5-6- Oversight and Regulation by Franchising Authority**

56.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

6.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

#### **SECTION 6-7- Transfer of Cable System or Franchise or Control of Grantee**

67.1. Neither the Grantee nor any other Person may transfer, sell, assign, or otherwise encumber the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by

assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

## **SECTION 8- Enforcement and Termination of Franchise**

8.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. Grantee's Right to Cure or Respond. The Grantee shall have ~~thirtyfourty-five~~ (3045) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the ~~thirtyfourty-five~~ (3045) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

8.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within ~~thirtyfourty-five~~ (3045) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

8.4. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection ~~8.37.3~~, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. \_\_\_\_\_ In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with subsection ~~8.57.5~~.

8.5. Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event

the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

## **SECTION 9– Competitive Equity**

### **9.1. New Video Service Provider.**

9.1.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the City, or (ii) otherwise begins to provide video services to subscribers in the City (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the City under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

9.1.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the City.

9.2. The term “Video Service Provider” or “VSP” shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services,

multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

### **SECTION 10 – Books and Records**

10.1 The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

### **SECTION 1140 - Miscellaneous Provisions**

91011.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

91011.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

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

To the Grantee:  
Comcast  
9602 S. 300 W.  
Sandy, UT 84070  
Attn: General Manager

with a copy to:

Comcast Cable  
Attn.: Government Affairs Department  
1701 JFK Blvd, 49<sup>th</sup> Floor  
Philadelphia, PA 19103

910.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

91011.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

91011.5. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

910.6. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

910.7. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee and Franchising Authority may have under federal or state law unless such waiver is expressly stated herein, including but not limited to, the protections, immunities and liability limits of the Utah Governmental Immunity Act, U.C.A. 63G-7-101, et. seq.

10.8. Governing Law. This Franchise Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the principles of conflicts of laws. By executing this Franchise Agreement, all parties hereto agree to submit to the exclusive jurisdiction and venue of the courts of the State of Utah, whether state courts or federal courts located in the State of Utah. The parties hereto agree not to bring any action in any court of law located outside the State of Utah.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For City of Cedar Hills:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**For Comcast Cable Communications Management, LLC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# The City of Cedar Hills

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, City Manager
<b>DATE:</b>	April 14, 2026

<b>SUBJECT:</b>	Discussion on 2026 watering season
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager

**BACKGROUND AND FINDINGS:**

With the completion of the secondary meter installation project, it is now possible to track end user water usage on the PI system. With an allotment of water based on 140.12 kgal per acre, we can now see where high water users are, where leaks are occurring, and in turn alert the necessary parties. Staff will prepare an analysis of the watering season, the usage, and come with some key findings and recommendations for conservation in the next year. Additionally, staff will be prepared to speak to the expectations for the upcoming watering year and the issues that are arising from the below average snow pack.

UPDATE: Staff is planning on activating the PI season the week of April 15. However, it is imperative that all water users, City facilities included, reduce water use by 25%. It is expected that the City will receive a substantially reduced amount of irrigation water from the Pleasant Grove Irrigation Company. During normal years Cedar Hills receives about 800 acre feet of water; this year it is expected that we will receive about 400 af. This water is sourced from winter run-off, and as the snow pack was non-existent this year, the run-off will be early and quick. The City will then have to rely on groundwater rights to supply the system until the end of June when the City can begin to use the Central Utah Project shares. The City was informed that a 20% addition to our annual shares will be available for use, but if the next water season is like the last, then that added use will be reduced from next years water availability. The goal of the City is to not use more than the annual allotment.

Additionally, staff would like the City Council to consider adopting a drought pricing structure for users who exceed 150% of their monthly allotment. Staff's recommendation is that this water should cost two times per thousand gallons from the currently billed rate. Staff proposes that these rates will be effective May 1, and will be adopted during the May City Council meeting. As part of the information campaign, staff recommends creating a one page mailer to send to each residence informing them about the need to conserve, the request to cut back to 25% of the allotment, and the proposed drought pricing.

Tier:	Current Pricing	Proposed Drought Pricing
0%-75%	\$0.70 per 1,000 gallons	No Change
75%-100%	\$1.00 per 1,000 gallons	No Change
100%-150%	\$1.50 per 1,000 gallons	No Change
150%-200%	\$2.50 per 1,000 gallons	\$5.00 per 1,000 gallons
200%-250%	\$3.10 per 1,000 gallons	\$6.20 per 1,000 gallons
250% +	\$3.95 per 1,000 gallons	\$7.90 per 1,000 gallons

**PREVIOUS LEGISLATIVE ACTION:**

Current rates were adopted in 2026.

**FISCAL IMPACT:**

TBD

**SUPPORTING DOCUMENTS:**

Staff will prepare a presentation to be given at the meeting

**RECOMMENDATION:**

Provide direction to staff on conservation measures for the 2026 watering year

**MOTION:**

No motion necessary, discussion item only.

**ACTION:**

Motion:

Second:

Laura Ellison: Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Mike Geddes: Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Erika Price: Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Bob Morgan: Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_

Kelly Smith: Yes\_\_ No \_\_\_ Abstain \_\_ Absent \_\_



# The City of Cedar Hills

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Sarah Sampson, Associate Planner
<b>DATE:</b>	April 14, 2026

<b>SUBJECT:</b>	Review/Action on acceptance of the Public Improvements and beginning of one-year durability for Milkshake Madness, Lot #6 Plat C, Phase II Cedar Hills Gateway Subdivision, located in the SC-1 commercial zone.
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Chandler Goodwin, City Manager
<b>BACKGROUND AND FINDINGS:</b> Milkshake Madness, Lot #6 Plat C, Phase II Cedar Hills Gateway Subdivision, has completed construction and has been inspected for compliance with City Standards. As such, the newly installed public improvements will be placed into a one-year durability period, valued at 10% of the cost of the public improvements to ensure the quality of the construction.	
<b>PREVIOUS LEGISLATIVE ACTION:</b> Council approved final proposal for the Milkshake Madness, Lot #6 Plat C, Phase II Cedar Hills Gateway Subdivision, May 6, 2025.	
<b>FISCAL IMPACT:</b> n/a	
<b>SUPPORTING DOCUMENTS:</b> n/a	
<b>RECOMMENDATION:</b> Staff recommend that City Council accept the durability bond for Milkshake Madness, Lot #6 Plat C, Phase II Cedar Hills Gateway Subdivision ,and enter in a one-year durability period.	
<b>MOTION:</b> To approve/not approve the acceptance of a durability bond, the public improvements for Milkshake Madness, Lot #6 Plat C, Phase II Cedar Hills Gateway Subdivision , valued at 10% of the value of the newly installed public improvements for the period of one-year. (List any additional conditions of approval	
<b>ACTION:</b> Motion: Second: Laura Ellison:        Yes__ No ___ Abstain __ Absent __ Mike Geddes:        Yes__ No ___ Abstain __ Absent __ Bob Morgan:         Yes__ No ___ Abstain __ Absent __ Erika Price:         Yes__ No ___ Abstain __ Absent __ Kelly Smith:         Yes__ No ___ Abstain __ Absent __	



# The City of Cedar Hills

<b>TO:</b>	Mayor and City Council
<b>FROM:</b>	Chandler Goodwin, City Manager
<b>DATE:</b>	April 14, 2026

<b>SUBJECT:</b>	Discussion on City Hills Budget for FY2027
<b>APPLICANT PRESENTATION:</b>	N/A
<b>STAFF PRESENTATION:</b>	Charl Louw, Finance Director
<b>BACKGROUND AND FINDINGS:</b>	
<p>Staff will continue the FY2027 budget discussion that was part of the City Council Meetings on January 20, 2026, February 3, 2026, and March 10, 2026. Items that will be discussed are as follows:</p> <p>Golf course trends and tentative budget update.</p> <p>Staff would ask that the City Council review the golf fund and tentative budget. Staff will prepare a presentation that will be shared with the City Council prior to the scheduled meeting.</p>	
<b>PREVIOUS LEGISLATIVE ACTION:</b>	
N/A	
<b>FISCAL IMPACT:</b>	
N/A	
<b>SUPPORTING DOCUMENTS:</b>	
PDF of the tentative budget for all funds.	
<b>RECOMMENDATION:</b>	
N/A	
<b>MOTION:</b>	
No motion necessary, discussion item only.	
<b>ACTION:</b>	
Laura Ellison:	Yes__ No__ Abstain__ Absent__
Mike Geddes:	Yes__ No__ Abstain__ Absent__
Bob Morgan:	Yes__ No__ Abstain__ Absent__
Erika Price:	Yes__ No__ Abstain__ Absent__
Kelly Smith:	Yes__ No__ Abstain__ Absent__