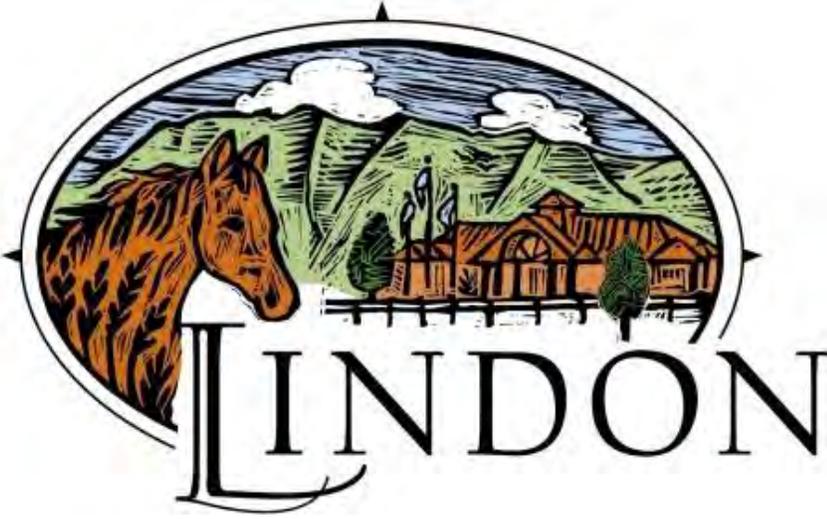
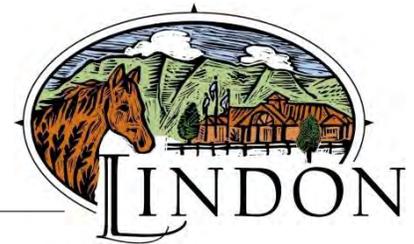


Lindon City Council Staff Report



The City of Lindon
Administration Department

January 7, 2014



Notice of Meeting of the Lindon City Council

The Lindon City Council will hold a regularly scheduled meeting beginning at **7:00 p.m.** on **Tuesday, January 7, 2014** in the Lindon City Center council chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

Scan or click here for link to download agenda & staff report materials:



REGULAR SESSION – 7:00 P.M. - Conducting: Mayor Jeff Acerson

Pledge of Allegiance: By Invitation
Invocation: Randi Powell

(Review times are estimates only)

- 1. Call to Order / Roll Call** *(5 minutes)*
- 2. Presentations and Announcements** *(20 minutes)*
 - a) OATH OF OFFICE CEREMONY – (Conducted by the Honorable W. Brent Bullock, Lindon City Municipal Justice Court Judge). The newly elected Mayor, Jeff Acerson, will be sworn-in for a 4 year term as Lindon City Mayor. Jacob Hoyt and Van Broderick will be sworn-in for a 4 year term as Lindon City Council members.
 - b) Mayor Jeff Acerson will conduct the swearing-in of Kathy Moosman as City Recorder/Clerk, Dona Haacke as City Treasurer, Brian Haws as City Attorney, and Mark Christensen as City Engineer.
 - c) Comments / Announcements from Mayor and Council members.

- 3. Approval of minutes from December 17, 2013** *(5 minutes)*
- 4. Consent Agenda** – Ratification of Administrator Agreement between Lindon City and Adam Cowie. *(2 minutes)*
- 5. Open Session for Public Comment** *(For items not on the agenda)* *(10 minutes)*

- 6. Review & Action — Interlocal Agreement: North Pointe Solid Waste Special Services District (Resolution #2013-18-R)** *(20 minutes)*
This item was continued from the December 17, 2013 Council meeting. This is a request for City Council review and consideration of an interlocal agreement between the solid waste district and the thirteen member cities that comprise the district, to provide continued commitment to the district for the collection, transfer, transportation, and disposal of municipal solid waste. Rodger Harper, District Manager, will present a general overview of the District functions and be available to answer questions about the proposed agreement.

- 7. Review & Action — Appointment to North Pointe Solid Waste Special Services District Board** *(5 minutes)*
This is a request by Mayor Acerson for the Council’s consent to the recommendation for appointment of Jerald I. Hatch as Lindon City’s representative on the Board for the North Pointe Solid Waste Special Services District. Mr. Hatch has served on this board for over 25 years and has the knowledge and expertise needed to continue representing Lindon. Notice of the recommended appointment will be forwarded to the Utah County Commission, who will take official action to appoint Mr. Hatch to the District Board. Council member Van Broderick is recommended as the secondary Board member if Mr. Hatch is unavailable.

- 8. Review & Action — Mayor pro tem appointments (Resolution #2014-1-R)** *(5 minutes)*
This is a request by Mayor Acerson for the Council’s consent to the appointments of 2014 Mayor pro tem. This appointment will rotate quarterly among City Council members as listed in Resolution #2014-1-R.

- 9. Review & Action — Appointment to Animal Shelter Board** *(5 minutes)*
This is a request by Mayor Acerson for the Council’s consent to the recommendation for appointment of Jacob Hoyt as Lindon City’s official representative on the Board for the North Utah Valley Animal Services Special Services District. Notice of the recommended appointment will be forwarded to the Utah County Commission, who will take official action to appoint Mr. Hoyt to the District Board. Council member Matt Bean is recommended as the secondary Board member if Mr. Hoyt is unavailable.

10. Review & Action — Appointments to the Lindon City Redevelopment Agency (5 minutes)
 This is a request by staff for the Council's formal action to appoint Mayor Acerson as Chair of the Lindon City Redevelopment Agency with all current City Council members including Matt Bean, Randi Powell, Jacob Hoyt and Van Broderick appointed as board members of the RDA.

11. Review & Action — UIA and UTOPIA appointment (5 minutes)
 This is a request by Mayor Acerson for the Council's consent to the appointment of Matt Bean as an alternate Board member to both the Utah Telecommunication Open Infrastructure Agency (UTOPIA) and Utah Infrastructure Agency (UIA). Mr. Bean will serve as a voting member of the Board(s) in the absence of Mr. Cowie of the UTOPIA Board, and/or Mayor Acerson of the UIA Board.

12. Review & Action — North Union Irrigation Company appointment (5 minutes)
 This is a request by Mayor Acerson for the Council's consent to the appointment of Van Broderick as Lindon's official representative on the North Union Irrigation Company Board of Directors. Jacob Hoyt will serve as the secondary Board member in the absence of Mr. Broderick.

13. Review & Action — UTOPIA, Macquarie - public/private partnership (45 minutes)
 The Council will review the public portions of the Pre-Development Agreement (PDA) between UTOPIA and Macquarie Infrastructure Developments LLC (Macquarie) and instruct UTOPIA/UIA Board members as to Lindon's participation commitment in further development of the public-private partnership. UTOPIA Legal Counsel, David Shaw, will be available to answer questions about the PDA.

14. Review and Action — Utah Infrastructure Agency Assessments (30 minutes)
 On February 27, 2013 the City Council approved Resolution #2013-5-R authorizing payment of monthly operations assessment loans to the Utah Infrastructure Agency (UIA) in order to eliminate such expenses from being funded by UIA bond proceeds. The loans are to be repaid to Lindon with interest. Per the Council's direction, progress reports will be presented and reviewed prior to authorizing payment of additional assessments. The Council will review UIA/UTOPIA performance reports and give staff direction in regards to whether payment of assessment invoices received for the months of November and December of 2013 in the amount of \$10,169.00 per month should be made. The assessments have been budgeted for the 2013-14 fiscal year.

15. Council Reports: (30 minutes)

A) MAG, COG, UIA, Utah Lake, ULCT, Budget Committee	- Jeff Acerson
B) Public Works, irrigation/water, Buildings, Utah Valley Housing	- Van Broderick
C) Planning, BD of Adjustments, General Plan, Budget Committee	- Matt Bean
D) Parks & Recreation, Trails, Tree Board, Cemetery	- (vacant)
E) Administration, Com Center Board, Lindon Days, Chamber of Commerce	- Randi Powell
F) Public Safety, Court, Animal Control, Historic Commission, Budget Committee	- Jacob Hoyt

16. Administrator's Report (20 minutes)

Adjourn

This meeting may be held electronically to allow a council member to participate.

Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at www.lindoncity.org. The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for city-sponsored public meetings, services programs or events should call Kathy Moosman at 801-785-5043, giving at least 24 hours notice.

Posted By: Kathy Moosman
Time: ~1:00 p.m.

Date: January 3, 2014
Place: Lindon City Center, Lindon Public Works, Lindon Community Center

REGULAR SESSION – 7:00 P.M. - Conducting: Mayor Jeff Acerson

Pledge of Allegiance: By Invitation
Invocation: Randi Powell

Item 1 – Call to Order / Roll Call

January 7, 2014 Lindon City Council meeting.

Jeff Acerson
Matt Bean
Van Broderick
Jake Hoyt
Randi Powell

Staff present: _____

Item 2 – Presentations and Announcements

- a) OATH OF OFFICE CEREMONY – (Conducted by the Honorable W. Brent Bullock, Lindon City Municipal Justice Court Judge). The newly elected Mayor, Jeff Acerson, will be sworn-in for a 4 year term as Lindon City Mayor. Jacob Hoyt and Van Broderick will be sworn-in for a 4 year term as Lindon City Council members.
- b) Mayor Jeff Acerson will conduct the swearing-in of Kathy Moosman as City Recorder/Clerk, Dona Haacke as City Treasurer, Brian Haws as City Attorney, and Mark Christensen as City Engineer.
- c) Comments / Announcements from Mayor and Council members.

Item 3 – Approval of Minutes

- Review and approval of City Council minutes from December 17, 2013.

(See attached draft minutes)

The Lindon City Council held a regularly scheduled meeting on **Tuesday, December 17, 2013 at 7:00 p.m.** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

REGULAR SESSION – 7:00 P.M.

Conducting: James A. Dain, Mayor
Pledge of Allegiance: Heston Dain
Invocation: Bret Frampton, Councilmember

PRESENT

ABSENT

James A. Dain, Mayor
Randi Powell, Councilmember
Matt Bean, Councilmember
Jeff Acerson, Councilmember
Mark L. Walker, Councilmember
Bret Frampton, Councilmember
Adam Cowie, City Administrator
Cody Cullimore, Chief of Police
Hugh Van Wagenen, Planning Director
Kathryn Moosman, City Recorder

1. Call to Order/Roll Call – The meeting was called to order at 7:07 p.m.

2. Presentations/Announcements –

a) Kristen Colson, Finance Director, was recognized for her efforts in obtaining a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the comprehensive annual financial report for the fiscal year ending June 30, 2012. Mayor Dain expressed his appreciation for Ms. Colson and her hard work and dedicated service to the City.

b) Mayor Dain, Councilmember Walker and Councilmember Frampton were recognized and honored with a plaque by Mayor-elect Jeff Acerson for their many combined years of service and dedication to Lindon City. Mayor-elect Acerson made mention of all of Mayor Dain’s contributions to the City and thanked him for his years of dedicated service and accomplishments. Mayor-elect Acerson also expressed his appreciation to Councilmember Mark Walker and Councilmember Bret Frampton for their years of service as Councilmember’s and for their hard work and service. Adam Cowie, City Administrator, then presented Mayor Dain with a minuteman statue to honor and commend him for his nearly 20 years of service to Lindon City. Mayor Dain then read his “Proclamation” expressing his appreciation and thanking everyone for the honor and opportunity to serve the citizens of Lindon as Mayor, resident, and friend.

c) JoAnna Larsen and Jan Rogers recognized Mayor Dain and Chief Cody Cullimore for their continued efforts and support of the 2013 Drill Down for Safety and for the emergency preparedness of Lindon City and the residents of the community. She noted Lindon City exemplifies emergency preparedness and it is an inspiration to everyone.

d) Mayor/Council Comments – Mayor Dain expressed his appreciation to the wives and families of the Council for their sacrifices made over the years. He also expressed his thanks to the Council for the opportunity to serve with them over the years and how much he has enjoyed working with all each and every one of them. Councilmember Walker also thanked the Mayor and Council for the friendships made and the opportunity to serve the citizens of Lindon. Councilmember Frampton then expressed his appreciation and gratitude for the experience of serving with such fine people on the Council and he has enjoyed the learning experience and friendships.

Councilmember Walker and Councilmember Frampton were excused from the meeting at this time for a brief period.

3. Approval of Minutes – The minutes of the regular meeting of the City Council of December 3, 2013 were reviewed.

COUNCILMEMBER ACERSON MOVED TO APPROVE THE MINUTES OF THE MEETING OF DECEMBER 3, 2013 AS AMENDED. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- COUNCILMEMBER POWELL AYE
- COUNCILMEMBER ACERSON AYE
- COUNCILMEMBER BEAN AYE

THE MOTION CARRIED UNANIMOUSLY WITH TWO ABSENT.

4. Consent Agenda – No items.

5. Open Session for Public Comment – Mayor Dain called for any public comment not listed as an agenda item. There were no public comments.

Councilmember Walker and Councilmember Frampton rejoined the meeting at this time.

CURRENT BUSINESS

6. Review and Action – *Major Subdivision – Green Valley, 600 North Main Street.* This a request by Mark Stevenson for approval of a four (4) lot subdivision located at approximately 600 North Main Street on 2.96 acres in the Residential Single Family (R1-20) zone. The Planning Commission recommended approval of the request.

2 Planning Director, Hugh Van Wagenen, opened the discussion by giving a
summary of this agenda item. He noted that this is a request by Mark Stevenson and
4 Alan College for a four (4) lot subdivision located in the Residential Single Family (R1-
20) zone. He mentioned there are two ownership groups for the project: The Alan
College Family and the Robert Woods Family.

6 Mr. Van Wagenen noted that the Planning Commission unanimously (with two
absent) voted to recommend approval of the Green Valley Subdivision to the City
8 Council with the following conditions:

- 1. Extend the pressure irrigation line to serve Lots 1 and 2.
- 10 2. The developer complies with requests from the City Engineer that may result
from the soils report.
- 12 3. Proposed Main Street improvements across the street from Lots 1 and 2 be
ready for the City Council meeting.

14 Mr. Van Wagenen stated the existing half-street that was constructed with the
16 Peters development will be finished along the lots, but Main Street will not connect with
480 North. He stated that the required temporary turnaround will be constructed to the
18 east of Lot 1. He further stated Lindon City has a master planned 10' wide trail along
the east side of Main Street (map included in the packets. He added that the latest Green
20 Valley preliminary plat shows the trail being constructed until the temporary turnaround;
however, the applicant would like not to construct the trail south of Lot 3, citing privacy
22 concerns. Mr. Van Wagenen stated that the Lindon City Code 17.32.170 states,
*"Sidewalks, curbs and gutters shall be provided on both sides of all streets to be
24 dedicated to the public."* Despite this requirement, there is a precedent that the City has
not required sidewalk on a dedicated road if there is no house for the sidewalk to
26 immediately serve.

Mr. Van Wagenen explained, as a side note, the City is reviewing the possibility
28 of constructing a sidewalk to connect the sidewalk along Lot 1 to to 480 North in order to
further encourage pedestrian movement and access. Lots in the R1-20 zone require
30 20,000 square feet to meet minimum lot size. Lot 1 is 20,000 square feet; Lot 2 is 20,000
square feet; Lot 3 is 34,009 square feet; Lot 4 is 21,781 square feet. He went on to say
32 that the lots in residential zones require 50 feet of street frontage and the proposed lots
meet this standard. Additionally, all lots require 100 feet of width when measured 30 feet
34 back from the property line; the proposed lots meet this standard.

Mr. Van Wagenen further explained the latest set of plans show the pressure
36 irrigation line as existing beyond the constructed asphalt; however, the line actually ends
at the current southern edge of asphalt. He added that the line will have to be extended to
38 serve Lots 1 and 2. Additionally, the latest plan shows the sewer line existing in Main
Street from the northern edge of Peters Subdivision Plat C to 600 North. However, the
40 sewer in Main does not extend past the northern edge of the Peters Subdivision Plat C to
600 North. He noted the sewer line may have to be extended to serve Lot 4.

42 Mr. Van Wagenen commented that as of yet, the City Engineer has not reviewed
the soils report which should be taken into consideration. He went on to say the data
44 contained in the soils report may indicate the need for a thicker pavement design than is
shown on the preliminary plan. He explained that approval should be conditioned upon

2 the developer complying with requests from the City Engineer that may result from the
3 soils report.

4 The applicant, Alan College, was in attendance, along with the owners of the
5 adjacent lots in question. Mr. College commented that they are proposing to put in a half
6 street plus 10 ft. which would give adequate access. Mr. Colledge noted that the City
7 would like to them to put in a full street and curb and asphalt through the east section. He
8 stated that they would like to maintain "green and open space" for future generations and
9 is not looking to develop and that would be a waste of resources. He noted the Planning
10 Commission approved their proposal. There was then some discussion regarding the
11 soils report in question. Mr. Van Wagenen stated that the soils report issue can be
12 worked through.

13 Councilmember Walker commented that at one time there was some previous
14 discussion on access to a walkway or path, and if there will be a way through there or not.
15 Mayor Dain commented that there is going to be a berm. Mr. Van Wagenen stated that
16 the city is evaluating a sidewalk for pedestrian access, and if it makes sense they will
17 piggyback on top of the construction application. Mr. College noted that he spoke with
18 the residents at the Green Valley Condos and they indicated they did not want the
19 walkway through the fence.

20 Councilmember Bean had a question on the shaded area on the plat and inquired
21 if it will change from what the Commission reviewed. Mr. Van Wagenen confirmed that
22 it will change with 22 ft. of asphalt from the sidewalk plus 10 ft. from lot three (3) down.
23 Councilmember Powell had a question on the storm drainage and future build out, and if
24 it is typical that the storm water drainage goes to a pasture and what happens when it
25 does develop in the future. Mr. Van Wagenen stated that there will be a stub street and
26 Mr. College has proposed to handle the run off. Mr. College stated they will put a berm
27 in that takes the waste water down to a collection ditch and any exceeding storm drainage
28 will run down to the gardener ditch (which is piped).

29 Mayor Dain called for any further comments or questions from the Council.
30 Hearing none he called for a motion.

31 **COUNCILMEMBER BEAN MOVED TO APPROVE THE FOUR (4) LOT
32 SUBDIVISION TO BE KNOWN AS GREEN VALLEY WITH THE FOLLOWING
33 CONDITIONS: 1. IDENTIFY A PLAN TO SERVICE LOT 4 WITH SEWER THAT IS
34 SATISFACTORY TO THE CITY ENGINEER'S REQUIREMENTS AND 2. THE
35 DEVELOPER COMPLY WITH REQUESTS FROM THE CITY ENGINEER THAT
36 MAY RESULT FROM THE SOILS REPORT OR OTHER SOILS REPORTS AND 3.
37 THE EXTENSION OF MAIN STREET SOUTH OF LOT THREE (3) BE HALF
38 STREET WIDTH PLUS 10 FT. OF ADDITIONAL ASPHALT. COUNCILMEMBER
39 POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS
40 FOLLOWS:**

- 41 COUNCILMEMBER WALKER AYE
- 42 COUNCILMEMBER FRAMPTON AYE
- 43 COUNCILMEMBER POWELL AYE
- 44 COUNCILMEMBER ACERSON AYE
- 45 COUNCILMEMBER BEAN AYE
- 46 THE MOTION CARRIED UNANIMOUSLY.

2 **7. Public Hearing** – Ordinance Amendment – LCC 3.05 PARC Tax (Ordinance #2013-
 4 16-O). This item was continued from the December 3, 2013 Council meeting. This is
 a City initiated request to create LCC Chapter 3.05 Park, Arts, Recreation and Culture
 Tax, which will enact and levy a tax to finance cultural and recreational facilities and
 ongoing operations, and to finance operations of cultural organizations within Lindon
 City pursuant to U.C.A. § 59-12-1402. Said tax shall be known as the Parks, Arts,
 Recreation, and Culture Tax, or ‘PARC’ Tax.

8
 10 COUNCILMEMBER WALKER MOVED TO OPEN THE PUBLIC HEARING.
 COUNCILMEMBER FRAMPTON SECONDED THE MOTION. ALL PRESENT
 VOTED IN FAVOR. THE MOTION CARRIED.

12
 14 Mr. Cowie opened the discussion by explaining this is a procedural item that was
 also reviewed by the Council in the last meeting. He stated that in the November election
 there was a 66.7% favorable response from voters for the PARC Tax implementation. He
 16 added that the passage of this ordinance would enact the PARC tax, and by direction of
 the Council passing the ordinance, they would then notify the State of the PARC Tax
 approval which would become effective in April of 2014. Mr. Cowie stated this is a
 pretty straightforward ordinance and sets forth, by the authority of the Council, to make
 20 this tax effective for a 10 year period, at which time the city has the option to take it back
 to the public as an opinion question on the ballot to renew the tax that would have to be
 22 passed with a majority vote. Mayor Dain commented that this issue was thoroughly
 discussed at the last meeting and is pretty straightforward.

24 Mayor Dain called for any public comments. Hearing none he called for a motion
 to close the public hearing.

26
 28 COUNCILMEMBER FRAMPTON MOVED TO CLOSE THE PUBLIC
 HEARING. COUNCILMEMBER POWELL SECONDED THE MOTION. ALL
 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

30
 32 Mayor Dain called for any further comments or questions from the Council.
 Hearing none he called for a motion.

34 COUNCILMEMBER WALKER MOVED TO APPROVE ORDINANCE #2013-
 36 16-O, CREATING LINDON CITY CODE CHAPTER 3.05 PARKS, ARTS,
 RECREATION AND CULTURE TAX AND DIRECT STAFF TO NOTIFY THE
 STATE OF THE PARC TAX APPROVAL. COUNCILMEMBER POWELL
 38 SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER WALKER AYE
 40 COUNCILMEMBER FRAMPTON AYE
 COUNCILMEMBER POWELL AYE
 42 COUNCILMEMBER ACERSON AYE
 COUNCILMEMBER BEAN AYE

44 THE MOTION CARRIED UNANIMOUSLY.

2 **8. Review and Action** – *Fee Schedule Amendment (Resolution (#2013-19-R))*. This is a
3 request by Finance Director, Kristen Colson, for City Council review and
4 consideration of an amended fee for late utility payments.

6 Kristen Colson, Lindon City Finance Director, opened the discussion by
7 explaining this is a request for the City Council’s review and consideration of an
8 amended fee for late utility payments. She stated, per direction from the City Council, she
9 has obtained some utility bill samples from other cities for comparison. She noted that a
10 lot of cities are charging late penalties, with some of the fees being pretty significant.

11 Ms. Colson noted that when staff gathered the samples of other city’s utility bills,
12 they saw that many of the cities charged a flat rate penalty on past due accounts. She
13 added that Lindon City currently charges a 1.5% late fee on past due accounts. Ms.
14 Colson then referenced the late fees and penalties charged by some other cities as
15 follows:

16	American Fork	10% per month
17	Cedar Hills	\$10.00
18	Lehi	1.5% per month
19	Orem	\$15.00
20	Pleasant Grove	\$10.00
21	Santaquin	10% per month
22	Spanish Fork	5% per month
23	Springville	1.5% per month

24 Ms. Colson explained that staff would like to propose that Lindon City charge a
25 \$10.00 penalty per month on past due accounts. She noted the primary purpose of this
26 change is not to increase revenue, but to increase collections and cash flow. She added
27 that staff also hopes this will decrease the number of service shutoff notices sent per
28 month which is currently about 200 per month. Ms. Colson further explained that a \$10
29 penalty provides more incentive to pay the bill on time compared to a \$1.50 late fee, and
30 the increased revenue could be used to fund capital projects. Ms. Colson noted another
31 possibility could be funding a utility assistance program as several other cities have done.

32 Ms. Colson commented that they do not do shutoffs at the end of November or
33 December because of the Thanksgiving and Christmas Holidays. She noted that there are
34 approximately 200 shutoff notices sent every month (with around 40 actual shutoffs
35 every month). There was then some general discussion by the Council regarding this
36 issue. Councilmember Powell asked what the requirements are for setting up a utility
37 account with the city. Ms. Colson replied that a driver’s license, social security number
38 and proof of ownership of the property are required. She added there is no deposit
39 required, but there is a \$10 application fee.

40 Mayor Dain suggested making it due on the 30th and late on the 5th.
41 Councilmember Bean agreed that a five (5) day grace period is a good idea if a fee is
42 added. Ms. Colson stated that may be difficult to implement without postponing the bills
43 going out (3rd business day of the month). Her philosophy is to waive a late fee twice a
44 year, because she realizes that things do happen. Ms. Colson noted there is currently a re-
45 connection fee of \$25 if called in before 3:30 pm and if after that time the fee is \$37.50
46 for an after hours call. Councilmember Walker encouraged Ms. Colson to track this to
ensure the financial accuracy. Councilmember Powell commented that she does like the

idea of the fees collected being used to fund a utility assistance program for those who really need the help. Councilmember Acerson suggested using the late fees for a fund, which could qualify as a grant fund that would build to a certain amount, and then use that core amount for a granting program, which he sees as good business sense on the City’s part, and would also teach people who are behind (and who qualify) to do the right thing and be timely and responsible, which also shows goodwill. Mayor Dain agreed the late fee is a good idea and may help those who are in need. Ms. Colson stated that she will contact the cities who are implementing the utility assistance programs and bring the data and more information back to the Council.

Ms. Colson then referenced the change to the fee schedule as follows (effective January 31, 2014).

Current fee

Late Fee (on past due balance, charged monthly) 1.5%

Proposed fee

Late Fee \$10.00

Charged monthly on past due final bills or active accounts with a past due balance over \$20.

Mayor Dain called for any further comments or questions from the Council. Hearing none he called for a motion.

COUNCILMEMBER POWELL MOVED TO APPROVE RESOLUTION #2013-19-R, AMENDING THE LINDON CITY FEE SCHEDULE AND DIRECT STAFF TO BRING BACK MORE INFORMATION ON UTILITY ASSISTANCE PROGRAMS. COUNCILMEMBER FRAMPTON SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- COUNCILMEMBER WALKER AYE
- COUNCILMEMBER FRAMPTON AYE
- COUNCILMEMBER POWELL AYE
- COUNCILMEMBER ACERSON AYE
- COUNCILMEMBER BEAN AYE

THE MOTION CARRIED UNANIMOUSLY.

9. Review and Action – *Utility Bill Formatting Updates*. This is a request by Finance Director, Kristen Colson, for City Council review and consideration of utility bill format changes.

Ms. Colson stated that staff has received requests from the City Council and also from customers to reformat the City’s utility bills. She noted that after gathering samples they have redesigned the City’s utility bills with the following improvements.

- Add a graph showing 13 months of culinary water usage.
- Better explain current charges showing usage and usage rates.
- Incorporate last payment amount and date into a section summarizing account activity.
- Maintain a box for messages to customers.
- Improve style and readability.

Ms. Colson then referenced the newly designed utility bills. She noted that six (6) exhibits are included in the packets for the Council’s review as follows:

- Exhibit 1: Sample of current utility bill form and format
- Exhibit 2: Sample of new utility bill with 2 colors
- Exhibit 3: Sample of new utility bill in monochrome (black only)
- Exhibit 4: Sample of a new utility bill for a customer with a current balance and on auto pay
- Exhibit 5: Sample of a new utility bill for a customer on Equal Pay
- Exhibit 6: Sample of a new utility bill for a customer with a past due balance

Ms. Colson explained that the previous utility bill stock has been depleted and they would like to have the new utility bill forms printed for December’s bills which will go out the first week of January 2014.

Ms. Colson then referenced a breakdown of the costs of preprinting the double-sided utility bill forms with perforation. She noted this does not include the cost of printing, sorting and mailing the bills (Lindon City uses 16,000 forms in about 6 months).

<u>Description</u>	<u>Price per piece</u>	<u>Price per 16,000</u>
Current forms, 2 colors	\$0.03372	\$539.52
New forms, black only	\$0.02500	\$400.00
New forms, 1 color	\$0.02872	\$459.52
New forms, 2 colors	\$0.03372	\$539.52

There was then some general discussion regarding the sample utility bill formats presented. Following discussion, the Council was in agreement to add a notation to encourage automatic bill pay and to also implement the one (1) color sample. Ms. Colson noted that they will include some training notice inserts explaining the new bill format to residents.

Mayor Dain called for any further comments or questions from the Council. Hearing none he moved on to the next agenda item.

COUNCILMEMBER POWELL MOVED TO APPROVE THE PROPOSED UTILITY BILL FORMATTING, WITH THE CONDITION THAT THE ONE COLOR SAMPLE BE USED. COUNCILMEMBER FRAMPTON SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

- COUNCILMEMBER WALKER AYE
- COUNCILMEMBER FRAMPTON AYE
- COUNCILMEMBER POWELL AYE
- COUNCILMEMBER ACERSON AYE
- COUNCILMEMBER BEAN AYE

THE MOTION CARRIED UNANIMOUSLY.

10. Discussion Item – *Financial Report for Fiscal Year 2012-2013*. Finance Director, Kristen Colson, will present the un-audited financial statements for fiscal year ended June 30, 2013. Due to scheduling conflicts, the audit report by Keddington & Christensen, LLP will be presented in January 2014.

2 Kristen Colson, Lindon City Finance Director, opened the discussion by giving a
 brief summary of the financial report draft. She noted there has been a learning curve
 4 with the new auditors, and it has been a challenge, but will ultimately benefit the City.
 Mr. Cowie stated that the audited financial statement is required by the State, but there
 6 have been some delays and conflicts with the new auditors etc., so it will be presented in
 January of 2014 as there is more to complete on the draft and additional items to work
 through.

8 Ms. Colson then referenced the “**Financial Highlights**” of the draft as follows:

10 ***Government Wide:***

- 12 • The assets of Lindon City exceeded its liabilities as of June 30, 2013 by
 \$64,255,407 (net assets). Of this amount, \$2,952,814 (unrestricted net assets) may
 14 be used to meet the government's ongoing obligations to citizens and creditors.
- 16 • The City's total net assets increased \$1,293,768. Net assets of our business-type
 activities increased \$676,659 and the net assets of our governmental activities
 increased \$617,109.

18 ***Fund Level:***

- 20 • Lindon City's governmental funds reported combined ending fund balances this
 year of \$4,379,873, an increase of \$10,865.
- 22 • The unassigned fund balance for the general fund ended at \$1,393,271, or 17.6%
 of total general fund expenditures.

24 ***Long-term Debt:***

- 24 • Lindon City's total debt decreased \$931,430 (4.2%) during the current fiscal year.

26 Ms. Colson re-iterated that this draft is not a comprehensive report. Mr. Cowie
 then referenced sales tax graphs which indicate growth with positive projections for
 28 Lindon City. There was then some lengthy general discussion by the Council regarding
 the un-audited financial statements.

30 Mayor Dain called for any further comments or questions from the Council.
 Hearing none he moved on to the next agenda item.

32 **11. Review and Action** – *2013-2014 Merit Increase Proposal*. Finance Director, Kristen
 34 Colson, will present a recommendation concerning an employee merit increase for the
 remainder of this fiscal year.

36 Ms. Colson noted when Lindon City’s 2013-2014 budget was adopted at the June
 38 18, 2013 City Council meeting, it was recommended that the City Council approve a Cost
 of Living Allowance (COLA) increase, but to postpone approving the annual merit
 40 increase until December. She noted the Council did not want to commit to this midyear
 increase until we could evaluate our June 30, 2013 financial situation and ascertain if
 42 economic trends would continue to improve. Ms. Colson then referenced Lindon City’s
 June 30, 2013 Financial Situation. She explained that the 2012-2013 amended budget
 44 projected the General Fund would need to use \$600,000 of the funds loaned from the
 Water and Sewer funds, and, in actuality, the General Fund did not need to access the

interfund loan and increased its fund balance with revenues exceeding expenses by \$303,010.

Ms. Colson further explained the economic trend indications show that the economy is still improving. Lindon City’s sales tax revenue is exceeding our projections. With July-September’s collected sales tax accounted for, we have received 27.7% of the budgeted sales tax revenue. She went on to say this puts us ahead of budgeted revenues by 2.7%, or \$81,400, in the first quarter of the 2013-2014 fiscal year. Ms. Colson stated that according to the U.S. Department of Labor, the Consumer Price Index (CPI) has increased 1.0% from October 2012 to October 2013. The Utah Division of Workforce Services reported a 2.2% increase in employment statewide and 4.7% in Utah County and forecasts a 4.5% growth over the next year in Utah County. She added that the new PARC tax revenues can be used to fund the Recreation salaries, thus freeing up general funds.

Ms. Colson stated that in light of these financial indicators, she recommends that the City Council *approve* a merit increase for city employees. She noted there is concern about the future fiscal impact of this raise on future raises. She also explained if the merit increase is approved this fiscal year and then both COLA and merit increases are approved next fiscal year, the future increases would only be a \$2,000-\$3,000 more than they would have been had this year’s merit increase not been approved.

Ms. Colson further explained the merit increase would only be for employees who qualify through their performance evaluations done by the Department Heads and would be a maximum of a one-step increase (2.7%) on the wage schedule with the increase becoming effective January 1, 2014. There was then some general discussion by the Council regarding the proposed employee merit increase. Mayor Dain commented that the indicators show that things are going better than anticipated.

Mayor Dain called for any further comments or questions from the Council. Hearing none he called for a motion.

COUNCILMEMBER POWELL MOVED TO APPROVE THE 2013-2014 FISCAL YEAR EMPLOYEE MERIT INCREASE WITH THE CONDITION THAT THE INCREASE IS QUALIFIED THROUGH THE EMPLOYEE PERFORMANCE EVALUATION. COUNCILMEMBER FRAMPTON SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER WALKER	AYE
COUNCILMEMBER FRAMPTON	AYE
COUNCILMEMBER POWELL	AYE
COUNCILMEMBER ACERSON	AYE
COUNCILMEMBER BEAN	AYE

THE MOTION CARRIED UNANIMOUSLY.

12. Review and Action – *Interlocal Agreement: North Pointe Solid Waste Special Services District (Resolution #2013-18-R)*. This is a request by staff for City Council review and consideration of an Interlocal Agreement between the solid waste district and the thirteen member cities that comprise the district, to provide continued commitment to the district for the collection, transfer, transportation, and disposal of municipal solid waste.

2 Mr. Cowie gave a brief summary of this agenda item stating that the current waste
 4 hauling contract with Republic Services (formerly Allied Waste) lasts until June 30,
 6 2015. He noted that in the contract Lindon City requires Republic Services to use the
 8 North Pointe Solid Waste transfer station (started in 1974) as its disposal location for
 10 curbside residential waste. Mr. Cowie explained that given the recent withdraw of two
 12 cities from the District (Alpine & Eagle Mountain), its member cities feel that in order to
 14 continue to provide lower long term cost for waste disposal it is in the best interest to
 16 enter into this interlocal cooperation agreement. He went on to say that financial
 18 obligations for current and future needs at the District will not become a burden to a few
 20 remaining cities if we commit to participate together and can receive larger waste streams
 into the District – therefore increasing revenues.

12 Mr. Cowie further explained that the initial term of the proposed agreement is for
 14 six years (December 2019) with twelve automatically renewing terms of two years each.
 16 He added that if Lindon City chooses to withdraw from the District, it can do so with
 18 written notice after the initial term of six years. Mr. Cowie stated that given the high
 20 level of local use of the transfer station by residents and business of Lindon, staff feels
 that it is in the long-term best interest of Lindon City to continue participating with
 NPSWSSD, even if costs may slightly increase above other alternatives in the future. Mr.
 Cowie referenced attached spread sheets showing the intensive local use of the facility by
 trips, tonnage, and dollars spent by Lindon residents and Lindon businesses.

22 Mr. Cowie further discussed if the City were to choose not to participate in the
 24 District due to potentially lower curb-side garbage rates, it would be forgoing discounted
 26 rates for resident and business use at the District, thus potentially having a much greater
 28 financial burden placed on the local economy. He noted other alternatives for solid waste
 disposal in similar vicinity are limited to Mike Dunn’s waste facility on Geneva Road in
 Orem. Mr. Cowie stated as far as Staff is aware, Intermountain Regional Landfill (IRL)
 has interest in a transfer station in the north Utah County area and Republic Services has
 invested in a site for a transfer station in Pleasant Grove, but neither have materialized or
 been constructed at this point in time.

30 Mr. Cowie stated that several of the other cities have approved the Interlocal
 32 agreement, including Orem, Pleasant Grove, Highland, and Lehi. Saratoga Springs plans
 34 to act on this item in January, with Cedar Hills continuing the item for further discussion.
 Councilmember Bean commented that overall he feels good about this interlocal
 36 agreement, but he does have some concerns on how the agreement is drawn up and he
 would still like to flush out some of those concerns. There was then some additional
 general discussion regarding this issue. Mr. Cowie noted that this item can be continued
 for more discussion.

38 Mayor Dain called for further comments or questions from the Council. Hearing
 none he called for a motion.

40
 42 COUNCILMEMBER BEAN MOVED TO CONTINUE RESOLUTION #2013-
 44 18-R THE INTERLOCAL AGREEMENT WITH THE NORTH POINTE SOLID
 WASTE SPECIAL SERVICES DISTRICT. COUNCILMEMBER POWELL
 46 SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER WALKER AYE
 COUNCILMEMBER FRAMPTON AYE

2 COUNCILMEMBER POWELL AYE
 3 COUNCILMEMBER ACERSON AYE
 4 COUNCILMEMBER BEAN AYE
 5 THE MOTION CARRIED UNANIMOUSLY.

6 **13. Review and Action** – *2014 Public Meeting Schedule*. This is a request by Staff for
 7 City Council review and approval of the proposed 2014 Public Meeting Schedule for
 8 City Council and Planning Commission meetings. The Planning Commission
 9 recommended approval.

10

11 Mr. Cowie explained this agenda item is very straightforward and just a formality.
 12 He noted each year the Public Meeting Schedule needs to be reviewed and approved by
 13 the Planning Commission and the City Council for the next year’s meetings.

14

15 Mayor Dain called for any comments or questions from the Council. Hearing
 16 none he called for a motion.

16

17 COUNCILMEMBER ACERSON MOVED TO APPROVE THE PUBLIC
 18 MEETING SCHEDULE FOR 2014. COUNCILMEMBER FRAMPTON SECONDED
 19 THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

20

21 COUNCILMEMBER WALKER AYE

22 COUNCILMEMBER FRAMPTON AYE

22

23 COUNCILMEMBER POWELL AYE

24 COUNCILMEMBER ACERSON AYE

24

25 COUNCILMEMBER BEAN AYE

26 THE MOTION CARRIED UNANIMOUSLY.

26

27 **14. COUNCIL REPORTS**

28

29 **Councilmember Powell** – Councilmember Powell reported that she attended the
 30 “Branding Task Force Meeting” with the Chamber of Commerce and it went very well.
 31 She noted they are moving along and are on track, and it is very exciting to see what the
 32 Utah Valley Chamber of Commerce is doing to help define and bring the cities together
 33 as a Valley. She also reported that she had the opportunity to speak at the “NOVA”
 34 graduation at Lindon Elementary and expressed what a great program it is. She would
 35 encourage everyone to attend a NOVA graduation. Councilmember Powell added that
 36 she was very impressed with the great job Mr. Cowie did with speaking to the kids at the
 37 graduation. Councilmember Powell also expressed her thanks and appreciation for the
 38 opportunity to work and serve with such fine men who discharge their duties in such a
 39 professional manner.

40

41 **Councilmember Walker** – Councilmember Walker also expressed his appreciation to
 42 the Mayor and Council for all of their support and friendship and commented that he has
 43 really enjoyed working them. He noted there is a lot of respect, despite diversification
 44 and differing of opinions, and good friendship here with this Council, which he is grateful
 45 for. Councilmember Walker then expressed his deep appreciation to the Mayor and each
 46 of the Councilmember’s individually. He noted that he is grateful for the opportunity to

2 serve and he will support the new Mayor and Council and will do whatever he can to help.

4 **Chief Cullimore** – Chief Cullimore also expressed his thanks to the Mayor and Council. He commented that this Council is a good unit with no dissension and stated that they
6 have always moved ahead together as a team. Chief Cullimore also expressed that this has been a good experience working with everyone.

8 **Councilmember Bean** – Councilmember Bean also expressed his appreciation to Mayor
10 Dain and Councilmember Walker and Frampton and noted it has been great working with them. He commented that this is a good Council and they always work together even
12 though they may not always see eye to eye, but that does not get in the way of the work that needs to be done; which is a great complement to the Council and the citizens of
14 Lindon. Councilmember Bean also commented that the Board of Adjustment does not meet too often, but when they do meet they do a great job, and there are some great
16 individuals on the Board who are willing to serve.

18 **Councilmember Acerson** – Councilmember Acerson gave kudos to Mayor Dain and
20 Councilmember Walker and Frampton for a job well done and expressed his appreciation for them and their service. Councilmember Acerson also reported that he attended the
22 UIA meeting along with Mr. Cowie. He stated they are fighting to get more representation and things are still up in the air, but they are trying to get things to happen.

24 **Councilmember Frampton** – Councilmember Frampton also expressed his appreciation
26 for the opportunity to serve with such a great Mayor and Council. Councilmember Frampton noted that it has been a good experience for him and he has enjoyed the friendships made. He also expressed his appreciation to the city staff and employees.

28 **Mayor Dain** – Mayor Dain expressed his appreciation for the Council and the
30 opportunity to serve with such fine individuals and noted it has been a great experience and he has also enjoyed the friendships made over the years. Mayor Dain also reported
32 on his assignment to the Health Department, the Utah Lake Commission and MAG and COG and noted they have all been good for Lindon and Utah Valley. He added that they
34 are all good things for the Lindon community as a whole. Mayor Dain stated that Lindon is well highly respected in the County and it is great to be able to represent that to the
36 community.

38 **Administrator's Report:**

Mr. Cowie reported on the following items:

40 **Misc Updates:**

- 42 • Project Tracking List was reviewed.
- 44 • Policy Manual updates delayed, but hope to have done by January - *Significant amount of updates.*
- 46 • Comcast – working on estimates on redundancy hook-up and monthly services to all city facilities.

- Outgoing council members (Mayor Dain, Councilmember Walker and Councilmember Frampton need to turn in building keys.
- Update on UTOPIA matters.
 - Public Opinion survey being completed (1,000 network users)
- New Council member assignments being worked on by Mayor Elect Acerson. Should be available Jan 7th.
- Fire & EMS call report for November 2013

Upcoming Meetings & Events:

- Newsletter Assignment: Councilmember Acerson - January newsletter article. *Due by last week in December.*
- Dec. 18th at Noon – Outgoing Mayor & Council recognition lunch for Mayor Dain, Councilmember’s Walker and Frampton.
- Dec. 24th at Noon – Employee Christmas party at Community Center. All Council & families invited.
- Dec. 25th & 26th – offices closed.
- Jan. 1st – offices closed.
- Jan. 7th – Swearing-in ceremony at Council meeting for newly elected officials and appointed staff.
- Jan. 11th – ULCT newly elected officials training. Provo, Saturday, Jan 11th, 8 am-1:30 pm.
- Jan. 20th – MLK Holiday, offices closed.
- Jan. 29th – ULCT Local Officials Day at the Legislature. 7:30 am-2:00 pm. Utah Capitol/Lunch @ Salt Palace.
- Feb. 11th at Noon – Engineering Meeting at Public Works, Councilmember Acerson will attend.
- Feb. 27th at 6:00 pm – Budget Kick-off Meeting & Dinner at City Center.

Future items:

- Fee and Utilities rate studies / review of active service military utility waivers
- Lindon Pumping Co. land – 725 E. 200 S., potential land sale/use by neighbor
- Possible Planning Commission member to fill vacancy – Matt Guinn, 367 S 400 W. He is willing to serve.

15. Closed Session: The City Council will enter into a closed executive session per UCA 52-4-205— to discuss the Character and Professional Competence of an *Individual* (UCA 52-4-205).

COUNCILMEMBER FRAMPTON MOVED TO RECESS THE REGULAR CITY COUNCIL MEETING AND MOVE INTO A CLOSED EXECUTIVE SESSION AT 10:35 P.M. COUNCILMEMBER ACERSON SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

COUNCILMEMBER WALKER MOVED TO ADJOURN THE CLOSED EXECUTIVE SESSION AND RE-CONVENE THE CITY COUNCIL MEETING AT

11:35 P.M. COUNCILMEMBER FRAMPTON SECONDED THE MOTION. ALL
2 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

4 Mayor Dain called for any further comments or discussion from the Council.
Hearing none he called for a motion to adjourn.

6

Adjourn –

8

COUNCILMEMBER FRAMPTON MOVED TO ADJOURN THE MEETING
10 AT 11:45 P.M. COUNCILMEMBER WALKER SECONDED THE MOTION. ALL
PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

12

Approved – January 7, 2014

14

16

18

Kathryn A. Moosman, City Recorder

20

22

James A. Dain, Mayor

Item 4 – Consent Agenda – *(Consent agenda items are only those which have been discussed beforehand and do not require further discussion)*

- **Ratification of Administrator Agreement between Lindon City and Adam Cowie.**
 - After consideration and direction from the Council, on December 18, 2013 Mayor James A. Dain signed an updated City Administrator Agreement between Adam Cowie and Lindon City specifying the terms of employment for Mr. Cowie to serve as the City Administrator. As no further discussion on this matter is necessary, official action by the Council will be satisfied by approval of the agreement as a Consent Agenda item.

Sample Motion: I move to (approve, continue, deny) the Consent Agenda items as presented.

Item 5 – Open Session for Public Comment *(For items not on the agenda)*

6. Review & Action — Interlocal Agreement: North Pointe Solid Waste Special Services District (Resolution #2013-18-R) *(20 minutes)*

This item was continued from the December 17, 2013 Council meeting. This is a request for City Council review and consideration of an interlocal agreement between the solid waste district and the thirteen member cities that comprise the district, to provide continued commitment to the district for the collection, transfer, transportation, and disposal of municipal solid waste. Rodger Harper, District Manager, will present a general overview of the District functions and be available to answer questions about the proposed agreement.

Presenting: Adam Cowie, City Administrator / Rodger Harper, North Pointe Manager

Our current waste hauling contract with Republic Services (formerly Allied Waste) lasts until June 30, 2015. In the contract we require Republic Services to use the North Pointe Solid Waste transfer station as its disposal location for curbside residential waste.

Given recent withdrawal of two cities from the District (Alpine & Eagle Mountain), the Board feels that in order to continue to provide lower long term cost for waste disposal it is in the best interest to enter into this interlocal cooperation agreement. Financial obligations for current and future needs at the District will not become a burden to a few remaining cities if we commit to jointly participate and can receive larger waste streams into the District – therefore increasing revenues.

The initial term of the proposed agreement is for six years (Dec 2019) with twelve automatically renewing terms of two years each. If Lindon City chooses to withdraw from the District, it can do so with written notice after the initial term of six years. However, a buy-in provision is required to go back to the District after having left as a previous member city. This buy-in provision was simply a disincentive to leave the District – or at least give very cautious consideration before leaving.

Questions raised in our last review primarily consisted of the buy-in requirements if we choose to leave and then return to the District – namely what assets would be used in calculations of the buy-in requirements. It does not appear that the individual cities actually own any assets or equity in the District, but have certainly paid for and invested in existing assets. The District's attorney felt the agreement wording was intentionally left vague so that the Board would have more flexibility in determining buy-in costs. Staff has requested additional information from him that is pending.

Given the high level of local use of the transfer station by residents and business of Lindon, staff feels that it is in the long-term best interest of Lindon City to continue participating with NPSWSSD. Attached spread sheets show the intensive local use of the facility by trips, tonnage, and dollars spent by Lindon residents and Lindon businesses. If the City were to choose not to participate in the District due to potentially lower curb-side garbage rates, it would be forgoing discounted individual rates for resident and business use at the District – thus potentially having a much greater financial burden placed on the local economy. Other alternatives for solid waste disposal in similar vicinity are limited to Mike Dunn's waste facility on Geneva Road in Orem. Intermountain Regional Landfill (IRL) has voiced interest in a transfer station in the north Utah County area and Republic Services has invested in a site for a transfer station in PG, but neither have materialized or been constructed yet.

To date several of the other cities have approved the Interlocal agreement, including Orem, Pleasant Grove, Highland, and Lehi. Saratoga Springs plans to act on this item in January. Cedar Hills has continued the item for further discussion.

Sample Motion: I move to (approve, deny) Resolution #2013-18-R and authorize the Mayor to execute the Interlocal Agreement with North Pointe Solid Waste Special Services District.

Resolution No. 2013-18-R

A RESOLUTION OF LINDON CITY AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT PERTAINING TO DELIVERY OF MUNICIPAL SOLID WASTE TO THE DISTRICT.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the Parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the Parties to this Agreement share common issues related to the collection, transfer, transportation, and disposal of municipal solid waste, including curb-side collected waste, waste transported by individual citizens of Cities, and other waste materials; and

WHEREAS, the District was established to provide solid waste services for the Cities and the residents of the Cities; and

WHEREAS, the District has been efficiently and effectively providing these services for over 30 years; and

WHEREAS, the planned construction of the Vineyard Connector road by the Utah Department of Transportation has necessitated the redesign and retrofit of District facilities and daily operations; and

WHEREAS, the District has committed approximately \$1,800,000 toward the redesign and retrofit of its existing transfer station operations; and

WHEREAS, the funding and amortizing of the redesign and retrofit expenses are dependent upon the continued receipt by the District of the curb-side collected waste generated by the citizens of the Cities (all solid waste generated by the citizens of the Cities and collected at curb-side is referred to herein as "Curb-Side Waste"); and

WHEREAS, from 2008 through the completion of the redesign and retrofit of the District facilities, the District will have invested approximately \$5,400,000 in District facilities, and approximately \$1,950,000 in District equipment, to be able to provide solid waste disposal services to the member municipalities and their citizens; and

WHEREAS, as an additional benefit to the citizens of the Cities, the District also accepts waste transported to the District facilities by the individual citizens of the Cities; and

WHEREAS, the District also provides or participates in various additional expanded waste collection operations and services, including household hazardous waste collection,

assistance with prescription drug collection events, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the District is able to provide the expanded waste disposal services to the citizens of the Cities by subsidizing the associated expenses through the Curb-Side Waste receipts; and

WHEREAS, the expanded waste disposal services provided by the District to the citizens of the Cities constitute a direct benefit to the public good by providing for an appropriate disposal facility for such waste, thereby preventing the unlawful or inappropriate disposal of such waste materials; and

WHEREAS, the joint cooperative action of the Cities in committing the delivery of all Curb-Side Waste generated by the citizens of the Cities to the District allows the District to obtain better long term agreements for the transportation and disposal of the waste, providing a lower long term cost to the citizens of the Cities for solid waste disposal; and

WHEREAS, the long term committed delivery of Curb-Side Waste to the District is critical to the ability of the District to meet its commitments and provide solid waste services to the general public;

Now Therefore be it Resolved by the Municipal Council of Lindon City, Utah as follows:

1. That it hereby approves that certain Interlocal Agreement attached as Exhibit "A", as presented.
2. That the mayor be authorized to sign said Interlocal Agreement and that city recorder be authorized to attest said agreement.

Passed, adopted and approved this ____ day of _____, 2013.

Lindon City

James A. Dain, Mayor

Attest:

Kathy A. Moosman, City Recorder

INTERLOCAL COOPERATION AGREEMENT

by and among

ALPINE CITY

AMERICAN FORK CITY

THE TOWN OF CEDAR FORT

CEDAR HILLS CITY

EAGLE MOUNTAIN CITY

THE TOWN OF FAIRFIELD

HIGHLAND CITY

LEHI CITY

LINDON CITY

OREM CITY

PLEASANT GROVE CITY

THE CITY OF SARATOGA SPRINGS

THE TOWN OF VINEYARD

and

NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT

Relating to the delivery of municipal solid waste to the District

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into by and among Alpine City, American Fork City, The Town Of Cedar Fort, Cedar Hills City, Eagle Mountain City, the Town Of Fairfield, Highland City, Lehi City, Lindon City, Orem City, Pleasant Grove City, Saratoga Springs City, and the Town Of Vineyard, all municipalities of the State of Utah, herein individually referred to as “City” and collectively referred to as “Cities” and the North Pointe Solid Waste Special Service District, a political subdivisions of the State of Utah, herein referred to as “District.” The parties to this Agreement are individually referred to as “Party” and collectively referred to as “Parties”.

RECITALS

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the Parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the Parties to this Agreement share common issues related to the collection, transfer, transportation, and disposal of municipal solid waste, including curb-side collected waste, waste transported by individual citizens of Cities, and other waste materials; and

WHEREAS, the District was established to provide solid waste services for the Cities and the residents of the Cities; and

WHEREAS, the District has been efficiently and effectively provided these services for over 30 years; and

WHEREAS, the planned construction of the Vineyard Connector road by the Utah Department of Transportation has necessitated the redesign and retrofit of District facilities and daily operations; and

WHEREAS, the District has committed approximately \$1,800,000 toward the redesign and retrofit of its existing transfer station operations; and

WHEREAS, the funding and amortizing of the redesign and retrofit expenses are dependent upon the continued receipt by the District of the curb-side collected waste generated by the citizens of the Cities (all solid waste generated by the citizens of the Cities and collected at curb-side is referred to herein as “Curb-Side Waste”); and

WHEREAS, from 2008 through the completion of the redesign and retrofit of the District facilities, the District will have invested approximately \$5,400,000 in District facilities, and approximately \$1,950,000 in District equipment, to be able to provide solid waste disposal services to the member municipalities and their citizens; and

WHEREAS, the District has renewed its existing contract with Republic Waste Services for the transportation and disposal of waste collected at the transfer station owned and operated by the District; and

WHEREAS, as an additional benefit to the citizens of the Cities, the District also accepts waste transported to the District facilities by the individual citizens of the Cities; and

WHEREAS, the District also provides or participates in various additional expanded waste collection operations and services, including household hazardous waste collection,

assistance with prescription drug collection events, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the District is able to provide the expanded waste disposal services to the citizens of the Cities by subsidizing the associated expenses through the Curb-Side Waste receipts; and

WHEREAS, the expanded waste disposal services provided by the District to the citizens of the Cities constitute a direct benefit to the public good by providing for an appropriate disposal facility for such waste, thereby preventing the unlawful or inappropriate disposal of such waste materials; and

WHEREAS, the joint cooperative action of the Cities in committing the delivery of all Curb-Side Waste generated by the citizens of the Cities to the District allows the District to obtain better long term agreements for the transportation and disposal of the waste, providing a lower long term cost to the citizens of the Cities for solid waste disposal; and

WHEREAS, the long term committed delivery of Curb-Side Waste to the District is critical to the ability of the District to meet its commitments and provide solid waste services to the general public;

NOW, THEREFORE, the Parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. Effective Date; Duration.

- a. This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the satisfaction of all statutory requirements and the signature of the Agreement by the District

and any other City. This Interlocal Cooperation Agreement shall become effective and shall enter into force with regard to each additional City, upon the satisfaction of all statutory requirements and the signature of the Agreement by the additional City.

- b. The initial term of this Interlocal Cooperation Agreement shall be from the effective date hereof until midnight December 31, 2019, and shall automatically renew for twelve additional terms of two years each; provided that any Party shall have the option to withdraw from this Agreement as of the end of the then existing term, if such Party provides written notice of withdrawal to the District on or before thirteen months prior to the end of the then existing term. By way of illustration, if the withdrawing Party desires to withdraw at the end of the initial term, December 31, 2019, the withdrawing Party would be required to provide written notice to the District prior to December 1, 2018; and if the withdrawing Party desires to withdraw at the end of the second term, December 31, 2021, the withdrawing Party would be required to provide written notice to the District prior to December 1, 2020.
- c. If a Party, after providing the required written notice, withdraws from this Agreement, this Agreement shall not automatically terminate with regard to the remaining Parties, but shall remain in full force and effect as to the remaining Parties. If a Party withdraws from this Agreement, the District shall have no obligation to accept waste from such Party, or from the citizens of such Party, after the effective date of the withdrawal. If the District elects to accept such

waste, the District shall impose such fees as determined by the District, which fees may be in excess of the fees charged to the non-withdrawing Parties.

- d. If a Party withdraws from this Agreement, the withdrawing Party shall automatically forfeit all interest of the withdrawing Party in the District assets. If a Party desires to be reinstated as a party to this Agreement, or later desires to obtain the services provided by the District, the reinstating Party shall provide written notice to the District and shall pay to the District an amount equal to the fair market value of the District assets, computed as of the date of the reinstatement, as determined by the District, times the reinstating Party's percentage of the total annual Curb-Side Waste which would have been received by the District for the calendar year prior to the date of reinstatement, if the reinstating Party had delivered all of its Curb-Side Waste to the District, as documented by the reinstating Party and as verified by the District. By way of illustration, if the reinstating Party generated 5,000 tons of Curb-Side Waste during the calendar year prior to the date of reinstatement, and the District received 95,000 tons of Curb-Side Waste during the calendar year prior to the date of reinstatement, the reinstating Party would have provided 5% of the total of 100,000 tons of Curb-Side Waste received by the District if the reinstating Party had delivered all of its Curb-Side Waste to the District, and the reinstating Party would pay to the District 5% of the fair market value of the District assets. The District shall have the right to reduce the reinstatement fee to such amount as determined to be in the best interest of the District. This reinstatement provision

shall not be applicable to new governmental entities who desire to join as parties to this Agreement. New governmental entities who desire to join as parties to this Agreement shall pay such fee as determined by the District.

Section 2. Administration of Agreement.

The Parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement.

Section 3. Purpose.

This Interlocal Cooperation Agreement has been established and entered into among the Parties for the purpose of facilitating the efficient operation of solid waste services provided by the District. In accordance with said purpose, the Parties, jointly and severally, agree to the following:

- a. Each City agrees to deliver exclusively to the District, or cause to be delivered exclusively to the District, all of the Curb-Side Waste generated by the citizens of such City.
- b. District agrees to accept from the Cities the Curb-Side Waste, subject to the fee schedules, rules, regulations, and procedures adopted by the District.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for their respective obligations arising under this Interlocal Cooperation Agreement.

Section 5. Manner of Holding, Acquiring, or Disposing of Property.

The Parties agree that each Party shall maintain separate ownership and control over its own real and personal property.

Section 6. Termination.

This Interlocal Cooperation Agreement shall automatically terminate at the end of the twelfth renewal term as described in Section 1 of this Agreement. This Interlocal Cooperation Agreement may also be terminated in advance of the automatic termination date by mutual written agreement of the Parties.

Section 7. Administrator.

Pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Parties agree that the District shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The Parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the Parties.

Section 8. Indemnification.

Each of the Parties is a political subdivision of the State of Utah. Each of the Parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of such Party's negligent error or omission in connection with this Agreement. It is expressly agreed between the Parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act of Utah, Section 63G-7-101, et. seq., Utah Code Annotated, 1953 as amended. The Parties to this Agreement specifically claim the

privileges, protections and immunities of the Governmental Immunity Act of Utah and limits of liability contained therein.

Section 9. Filing Of Interlocal Cooperation Agreement.

A copy of this Interlocal Cooperation Agreement shall be placed on file in the office of the District and with the official keeper of records of the Cities, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 10. Notices and Contacts.

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

Alpine City
Attn: City Recorder
20 North Main
Alpine, UT 84004

Lehi City
Attn: City Recorder
153 North 100 East
Lehi, UT 84043

American Fork City
Attn: City Recorder
51 East Main
American Fork, UT 84003

Lindon City
Attn: City Recorder
100 North State Street
Lindon City, UT 84042

The Town of Cedar Fort
Attn: Town Recorder
50 East Center Street
Cedar Fort, UT 84013

Orem City
Attn: City Recorder
56 North State Street
Orem, UT 84057

Cedar Hills City
Attn: City Recorder
10246 North Canyon Road
Cedar Hills, UT 84062

Pleasant Grove City
Attn: City Recorder
70 South 100 East
Pleasant Grove, UT 84062

Eagle Mountain City
 Attn: City Recorder
 1650 East Stagecoach Run
 Eagle Mountain, UT 84005

City of Saratoga Springs
 Attn: City Recorder
 1307 North Commerce Drive, #200
 Saratoga Springs, UT 84045

Town of Fairfield
 Attn: Town Recorder
 PO Box 271
 Fairfield, UT 84013

Town of Vineyard
 Attn: Town Recorder
 240 East Gammon Road
 Vineyard, UT 84058

Highland City
 Attn: City Recorder
 5400 West Civic Center, Suite 1
 Highland, UT 84003

North Pointe Solid Waste
 Special Service District
 Attn: District Manager
 2000 West 200 South
 Lindon, UT 84042

Section 11. Additional Provisions.

- a. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.
- b. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- c. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
- d. Time. Time is of the essence of this Agreement.
- e. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such

breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

- f. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.
- g. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

- h. Litigation. If any action, suit or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non prevailing Party.
- i. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- k. Amendments. This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be approved and executed in compliance with the requirements of the Interlocal Cooperation Act.
- l. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named herein.

IN WITNESS WHEREOF, the Parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

LINDON CITY

Authorized and passed on the _____ day of _____, 2013.

MAYOR

ATTEST:

CITY RECORDER

Reviewed as to proper form and compliance with applicable law:

CITY ATTORNEY

NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT

Authorized and passed on the _____ day of _____, 2013.

By: _____
RANDY FARNWORTH, Chair

ATTEST:

Reviewed as to proper form and compliance with applicable law:

H. CRAIG HALL, Attorney

Origin Report Summary By Community

CITY	NUMBER		PERCENTAGE	
	CURBSIDE CUSTOMERS	OTHER THAN CURBSIDE CUSTOMERS	CURBSIDE CUSTOMERS	OTHER THAN CURBSIDE CUSTOMERS
American Fork	574	4001	11%	89%
Alpine (Est.)	140	463	23%	77%
Cedar Hills	226	693	25%	75%
Highland	347	1840	16%	84%
Lehi*	1113	5215	12%	88%
Lindon	236	3179	7%	93%
Orem*	1611	16217	9%	91%
Pleasant Grove	537	4171	11%	89%
Saratoga Springs	367	1027	26%	74%
Vineyard**	0	65	0%	100%
Total	5151	36871	12%	88%

* Have Curbside MSW & Green Waste Collection

**Residential Curbside is billed through Carrier

Lindon City July 1 thru November 30, 2013

ORIGIN	MATERIAL	CUSTOMERS	COUNT	WEIGHT	TOT AMOUNT
LINDON	Com. MSW	289	0	348.31	\$ 11,892.06
LINDON	Curbside Residential	236	0	1,765.28	\$ 55,606.87
LINDON	Roll-off	110	0	252.36	\$ 8,475.18
LINDON	General Public Small	1224	1412	353.00	\$ 11,296.00
LINDON	Genral Public Large	3	3	1.50	\$ 48.00
LINDON	General Public Weighed	5	0	2.56	\$ 85.90
LINDON	Reject Cardboard	1	0	0.18	\$ 9.00
LINDON	Com. C&D	713	1	1,400.63	\$ 35,287.25
LINDON	C&D Public	178	200	64.00	\$ 1,600.00
LINDON	C&D in Building	3	0	8.22	\$ 205.50
LINDON	C&D Public Weighed	26	0	221.29	\$ 5,532.25
LINDON	Com Green Waste	11	0	18.26	\$ 366.40
LINDON	Public Greenwaste Small	294	298	74.50	\$ 1,192.00
LINDON	Public Green Waste Large	26	26	13.00	\$ 208.00
LINDON	Com Concrete	31	0	46.91	\$ 440.80
LINDON	Public Concrete	17	18	20.00	\$ 180.00
LINDON	Public Concrete Weighed	1	0	1.06	\$ 9.50
LINDON	Sludge	5	0	52.76	\$ 1,319.00
LINDON	Tires	1	4	-	\$ 12.00
LINDON	Asbestos	1	0	-	\$ 120.00
LINDON	Animal Shelter	11	0	8.39	\$ 269.94
LINDON	Dead Animals	19	24	2.80	\$ 360.00
LINDON	Weigh Fee	7	7	-	\$ 35.00
LINDON	Animal Assist	11	11	-	\$ 275.00
LINDON	Electronics	4	10	-	\$ 100.00
LINDON	Com. Cardboard	18	0	17.94	\$ -
LINDON	Public Cardboard	21	0	1.20	\$ -
LINDON	Salvage	90	0	-	\$ 630.50
LINDON	Compost	52	0	-	\$ 2,113.00
LINDON	Freon Removal	7	8	-	\$ 80.00
		3,415	2,022	4,674.15	\$ 137,749.15

Curbside Residential:	236	\$ 55,606.87
Other Customers:	3179	\$ 82,142.28
% Curbside Residential:	7%	40%
% Other Customers:	93%	60%

10:01 AM
12/13/13
Accrual Basis

North Pointe
Balance Sheet
As of December 31, 2012

	Dec 31, 12
ASSETS	
Current Assets	
Checking/Savings	
Checking	507,058.67
Sweep	982,275.65
Financial Assurance-Landfill	123,983.42
HRA	8,984.15
Money Market	254,880.72
Savings - PTIF	4,219,834.02
Salvage - PTIF	17,309.57
Catastrophic Illness	91,176.71
Petty Cash	200.00
Scale House Change	567.00
Total Checking/Savings	6,206,269.91
Accounts Receivable	
Accounts Receivable	406,983.38
Total Accounts Receivable	406,983.38
Other Current Assets	
Deposit - Flex Spending	3,587.40
Allowance for Doubtful Accounts	-15,618.56
Total Other Current Assets	-12,031.16
Total Current Assets	6,601,222.13
Fixed Assets	
Capital Building & Grounds	0.07
Capital Equipment	0.40
Accumulated Depreciation	-3,794,664.42
Software	33,745.98
Land	2,207,049.38
Buildings	2,893,795.62
Improvements	2,087,965.07
Machinery & Equipment	398,114.80
Trucks & Heavy Equipment	1,332,351.55
Total Fixed Assets	5,158,358.45
Other Assets	
Accumulated Amortization	-3,603.00
Landfill (Asset)	865,000.00
Deferred Outflow	157,242.00
Prepaid Insurance	23,350.22
Total Other Assets	1,041,989.22
TOTAL ASSETS	12,801,569.80
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	354,522.00
Total Accounts Payable	354,522.00
Other Current Liabilities	
Flex Spending	-621.39
457 Withheld	-0.01
Customer Deposits	28,400.00
Accrued Compensated Absences	27,451.88
State Unemployment Taxes	148.48
Misc Payroll Liabilities	28,312.48
Total Other Current Liabilities	83,691.44
Total Current Liabilities	438,213.44
Long Term Liabilities	

10:01 AM
12/13/13
Accrual Basis

North Pointe
Balance Sheet
As of December 31, 2012

	<u>Dec 31, 12</u>
Landfill Liability	104,146.00
Total Long Term Liabilities	<u>104,146.00</u>
Total Liabilities	542,359.44
Equity	
Retained Earnings	10,455,316.70
Net Income	<u>1,803,893.66</u>
Total Equity	<u>12,259,210.36</u>
TOTAL LIABILITIES & EQUITY	<u>12,801,569.80</u>

10:02 AM
12/13/13
Accrual Basis

North Pointe
Balance Sheet
As of November 30, 2013

	Nov 30, 13
ASSETS	
Current Assets	
Checking/Savings	
Checking	314,546.11
Sweep	837,713.91
Financial Assurance-Landfill	124,541.13
HRA	7,500.00
Money Market	255,970.77
Savings - PTIF	4,088,190.26
Salvage - PTIF	8,066.59
Catastrophic Illness	91,566.66
Petty Cash	200.00
Scale House Change	567.00
Total Checking/Savings	5,728,862.43
Accounts Receivable	
Accounts Receivable	553,018.35
Total Accounts Receivable	553,018.35
Other Current Assets	
Deposit - Flex Spending	3,587.40
Allowance for Doubtful Accounts	-15,618.56
Total Other Current Assets	-12,031.16
Total Current Assets	6,269,849.62
Fixed Assets	
Capital Building & Grounds	351,315.28
Capital Equipment	261,723.32
Accumulated Depreciation	-4,112,183.24
Software	33,745.98
Land	2,207,049.38
Buildings	2,893,795.62
Improvements	2,087,965.07
Machinery & Equipment	398,114.80
Trucks & Heavy Equipment	1,421,851.55
Total Fixed Assets	5,543,377.76
Other Assets	
Accumulated Amortization	-3,603.00
Landfill (Asset)	865,000.00
Deferred Outflow	157,242.00
Prepaid Insurance	32,681.07
Total Other Assets	1,051,320.07
TOTAL ASSETS	12,864,547.45
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Flex Spending	-621.39
457 Withheld	-0.01
Customer Deposits	28,500.00
Accrued Compensated Absences	27,451.88
SWT-State Withholding Payable	2,789.57
State Unemployment Taxes	186.95
Misc Payroll Liabilities	-1,202.35
Total Other Current Liabilities	57,104.65
Total Current Liabilities	57,104.65
Long Term Liabilities	
Landfill Liability	104,146.00
Total Long Term Liabilities	104,146.00

10:02 AM
12/13/13
Accrual Basis

North Pointe
Balance Sheet
As of November 30, 2013

	<u>Nov 30, 13</u>
Total Liabilities	161,250.65
Equity	
Retained Earnings	12,259,210.36
Net Income	444,086.44
Total Equity	<u>12,703,296.80</u>
TOTAL LIABILITIES & EQUITY	<u>12,864,547.45</u>



THE BEST OPTION FOR YOUR SOLID WASTE & RECYCLING NEEDS!

DISTRICT ORGANIZATION

- Established in December of 1976 by Utah County Commission
- Governing Board is made up of one representative from each municipality plus 3 at large representatives appointed by the County Commission
- All operations under the direction of the Governing Board

Purpose

The District was established for the purpose of:

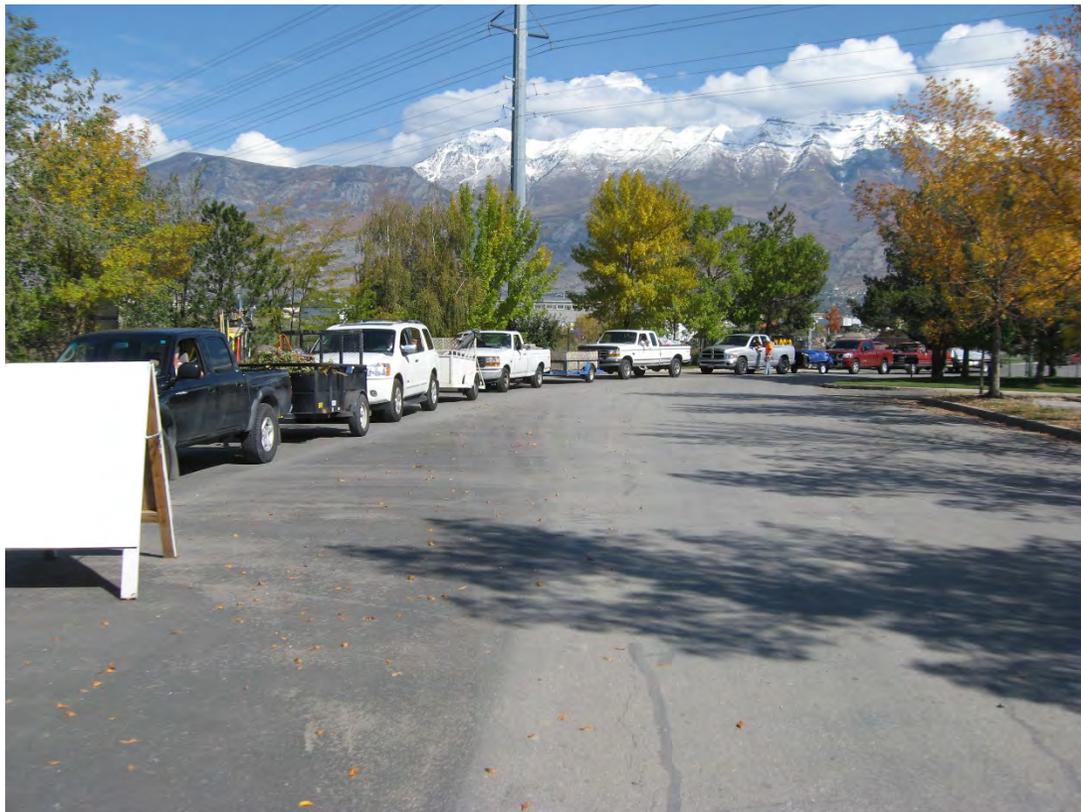
- Providing garbage and solid waste disposal services,
- Constructing and operating waste disposal facilities, and
- Finding permanent solutions for solid waste & recycling needs within the geographical and jurisdictional boundaries of the District.



Each year more than 100,000 customers cross our scales



Over 70,000 of those customers are your friends and neighbors.



On any given Saturday, they keep coming and coming.....



SERVICES OFFERED BY NORTH POINTE SWSSD

- Residential and commercial waste collection and transfer.
- Household Hazardous Waste and special waste collection & processing.
- Annual County wide HHW Collection Day.
- Metal, aluminum, copper, tire, and electronics recycling.
- Curbside single stream recycle collection and transfer.
- Green waste collection, processing, and compost sales.
- Cardboard (OCC) collection and processing.
- Construction and Demolition collection and transfer.
- Construction and Demolition landfilling.

Building 1 is the drop-off for Curbside and Commercial Waste during the week & public overflow on the weekend.



In 2012, more than 190,000 tons, or 700+ tons per day, of waste were shipped to the landfill.



Building 2

Public Drop-off



Building 2 provides a safe environment for citizens to dispose of their waste.



Electronic Waste Collection

In 2012 over 25,000 lbs. of electronic waste were collected and processed



Refrigerant Removal

Refrigerant was removed and the metal recycled from 587 refrigerators, freezers, and air conditioning units in 2012.



Citizen HHW Drop-off

Household Hazardous Waste is collected from our patrons and processed at our HHW facility.



House Hold Hazardous Waste Processing Facility.

New to our facility. We started processing HHW in the Fall of 2012. We will process an estimated 15,000 lbs. in 2013.



HHW Specialist Stephen processes materials in an environmentally safe manner.



Tire Recycling

Thousands of tires are collected and recycled through our facility annually.



Metal Recycling

In 2012 over 800 tons of metal were collected and recycled.



More than 7,000 tons of green waste are collected and processed annually.



CARDBOARD RECYCLING



1,500 tons processed and shipped annually



Construction & Demolition Transfer Site

Construction and Demolition debris is collected here and shipped to our landfill in Fairfield.



CEDAR VALLEY LANDFILL

- In 2012, the District purchased the Cedar Valley landfill located in Fairfield. Cedar Valley is a Construction and Demolition (C&D) landfill.
- Nearly 300 acres of land equates to many years of C&D disposal life.
- Construction Debris from Utah and Salt Lake Counties are delivered here for disposal.
- Over 25,000 tons of waste from our C&D Transfer Site will be delivered in 2013.

Randy, Brent, and Barbara work hard to take care of the landfill.



Capital Expenditures 2012-2014

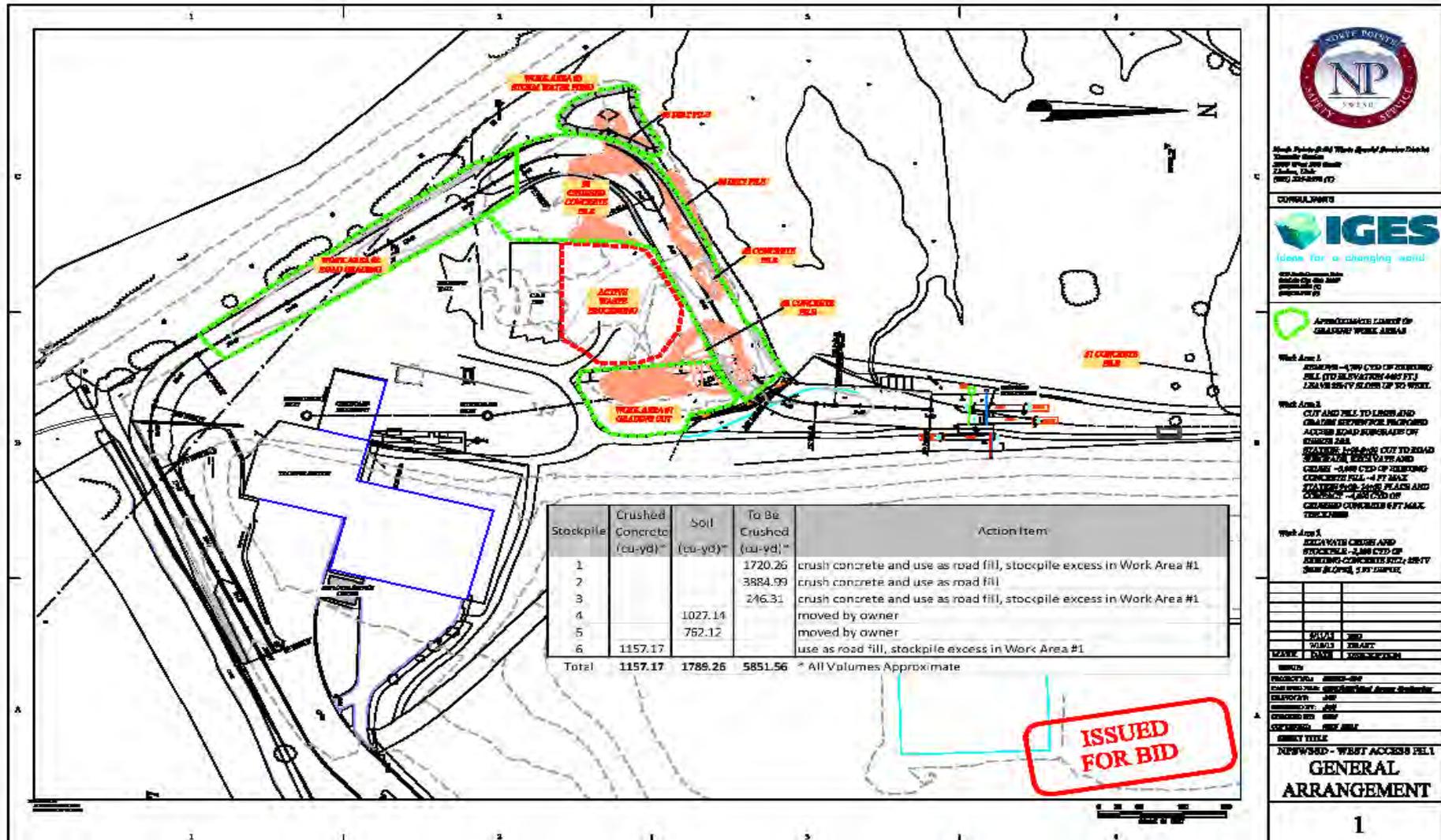
- Landfill acquisition
- Construction of Employee Services Center
- Construction of new Green Waste Pad & Road
- New Entrance and Exit Configuration
- Construction of New Scale House

Employee & Public Services Center



Preparing for Vineyard Connector

New Scale House & Road Alignment



New Road & Green Waste Pad



Increased Queuing area



For over thirty five years the District has been successfully working with the communities of Northern Utah County to provide economical and safe solid waste solutions.

Together, we can do it for another 35 years.

7. Review & Action — Appointment to North Pointe Solid Waste Special Services District Board*(5 minutes)*

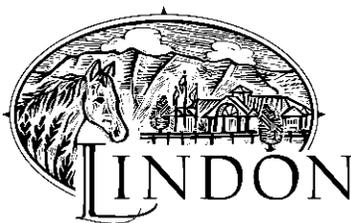
This is a request by Mayor Acerson for the Council's consent to the recommendation for appointment of Jerald I. Hatch as Lindon City's representative on the Board for the North Pointe Solid Waste Special Services District. Mr. Hatch has served on this board for over 25 years and has the knowledge and expertise needed to continue representing Lindon. Notice of the recommended appointment will be forwarded to the Utah County Commission, who will take official action to appoint Mr. Hatch to the District Board. Council member Van Broderick is recommended as the secondary Board member if Mr. Hatch is unavailable.

Presenting Staff: Adam Cowie, City Administrator

See attached letters of appointment.

Sample Motion: I move to (approve, deny) the appointment of Jerald Hatch as Lindon's representative on the North Pointe Solid Waste Special Services District Board.

Lindon City
100 North State Street
Lindon, UT 84042-1808



TEL 801-785-5043
FAX 801-785-4510
www.lindoncity.org

January 8, 2014

Rodger Harper, Manager
North Pointe Solid Waste S.S. District
2000 West 200 South
Lindon, Utah 84042

Re: Appointment of Lindon Representative

Dear Mr. Harper,

Please accept this letter as notification of the official recommendation for re-appointment of Jerald Hatch as Lindon City's representative to the North Pointe Solid Waste Special Services District Board. On January 7, 2014 the Mayor and City Council acted to re-appoint Mr. Hatch to the District Board as an 'At Large Citizen Representative' for the remainder of the 2014 calendar year (Dec. 31, 2014). Councilmember Van Broderick will act as a secondary representative in the absence of Mr. Hatch.

Mr. Hatch has served diligently as a member of the Board for many years and is very well qualified for this position.

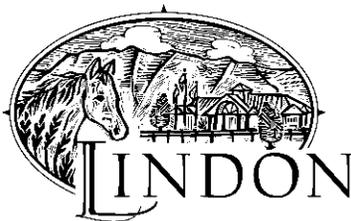
We have sent notice of the appointment recommendation to the Utah County Commission so they may also act to officially appoint Mr. Hatch to the District Board. If you have any questions, please feel free to contact me.

Sincerely,

Jeff Acerson
Mayor

cc: Jerald Hatch
All Council members

Lindon City
100 North State Street
Lindon, UT 84042-1808



TEL 801-785-5043
FAX 801-785-4510
www.lindoncity.org

January 8, 2014

Utah County Commission
Attn: Debra Pritchett
100 East Center Street, Suite 2300
Provo, Utah 84606

Re: Appointment of Lindon Representative

Debra,

Please accept this letter as notification of the official recommendation for re-appointment of Jerald Hatch as Lindon City's representative to the North Pointe Solid Waste Special Services District Board. On January 7, 2014 the Mayor and City Council acted to re-appoint Mr. Hatch to the District Board as an 'At Large Citizen Representative' for the remainder of the 2014 calendar year (Dec. 31, 2014). Councilmember Van Broderick will act as a secondary representative in the absence of Mr. Hatch.

Mr. Hatch has served diligently as a member of the Board for many years and is very well qualified for this position.

We have sent notice of the appointment recommendation to the Solid Waste District. Please use this letter as official notice to the Commission of our recommendation for the appointment to be filled by action of the Commission.

If you have any questions, please feel free to contact me.

Sincerely,

Jeff Acerson
Mayor

cc: Jerald Hatch
All Council members

8. Review & Action — Mayor pro tem appointments (Resolution #2014-1-R) (5 minutes)

This is a request by Mayor Acerson for the Council's consent to the appointments of 2014 Mayor pro tem. This appointment will rotate quarterly among City Council members as listed in Resolution #2014-1-R.

Presenting Staff: Adam Cowie, City Administrator

See attached Resolution.

Sample Motion: I move to (approve, deny) Resolution #2014-1-R, stipulating the Mayor pro tem appointments for the 2014 calendar year.

RESOLUTION NO. 2014-1-R

A RESOLUTION APPROVING THE 2014 LINDON CITY MAYOR PRO TEM APPOINTMENTS AND SERVICE DATES AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Municipal Council of Lindon City has need of appointing a Mayor pro tem to fill in for the Mayor when the Mayor is absent or otherwise unavailable; and

WHEREAS, the City Council and Mayor find it is appropriate to rotate the appointment of Mayor pro tem on a quarterly basis and that it is prudent to appoint such positions by resolution; and

WHEREAS, the current Mayor Jeff Acerson recommends appointment of the following Council members to serve in the position of Mayor pro tem as needed; and

WHEREAS, approval of the proposed resolution will ratify the desire of the Mayor and Council and will benefit the public by providing an acting Mayor pro tem in the absence of the Mayor.

THEREFORE, BE IT RESOLVED by the Lindon City Council as follows:

1. That the identified City Council members are appointed to fill the position of Mayor pro tem during the following dates:
 - a. Matt Bean, January 1, 2014 – March 31, 2014
 - b. Jacob Hoyt, April 1, 2014 – June 30, 2014
 - c. Randi Powell, July 1, 2014 – September 30, 2014
 - d. Van Broderick, October 1, 2014 – December 31, 2014
2. That the appointments contained herein are effective immediately upon passage.

Adopted and approved this _____ day of _____, 2014.

By _____
Jeff Acerson, Mayor

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

9. Review & Action — Appointment to Animal Shelter Board*(5 minutes)*

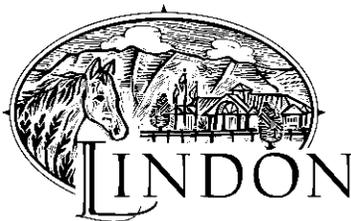
This is a request by Mayor Acerson for the Council's consent to the recommendation for appointment of Jacob Hoyt as Lindon City's official representative on the Board for the North Utah Valley Animal Services Special Services District. Notice of the recommended appointment will be forwarded to the Utah County Commission, who will take official action to appoint Mr. Hoyt to the District Board. Council member Matt Bean is recommended as the secondary Board member if Mr. Hoyt is unavailable.

Presenting Staff: Adam Cowie, City Administrator

See attached letters of appointment.

Sample Motion: I move to (approve, deny) the appointment of Jacob Hoyt as Lindon's representative on the North Utah Valley Animal Services Special Services District Board, with Matt Bean serving as a secondary Board member in the absence of Mr. Hoyt.

Lindon City
100 North State Street
Lindon, UT 84042-1808



TEL 801-785-5043
FAX 801-785-4510
www.lindoncity.org

January 8, 2014

Tug Gettling
North Utah Valley Animal Shelter
193 North 2000 West
Lindon, Utah 84042

Dear Mr. Gettling,

Please accept this letter as notification of the recommended appointment of Jacob Hoyt, Lindon City Council member, to the Board of Directors of the North Utah Valley Animal Services Special Service District. Mr. Hoyt will replace Mark Walker, former council member, as Lindon's representative.

This appointment will take effect immediately. Please take opportunity to acclimate Mr. Hoyt to his new responsibilities. He may be reached by email at jhoyt@lindoncity.org. With Mr. Hoyt's business acumen, I am sure he will bring expertise and perspective to the Board and Lindon City will be well represented.

We have sent notice of the appointment recommendation to the Utah County Commission so they may also act to officially appoint Mr. Hoyt to the Board. In the absence of Mr. Hoyt, Council member Matt Bean will serve as an alternate Board member. If you have any questions, please feel free to contact me.

Sincerely,

Jeff Acerson
Mayor

cc: All Council members

Lindon City
100 North State Street
Lindon, UT 84042-1808



TEL 801-785-5043
FAX 801-785-4510
www.lindoncity.org

January 8, 2014

Utah County Commission
Attn: Debra Pritchett
100 East Center Street, Suite 2300
Provo, Utah 84606

Re: Appointment of Lindon Representative – Animal Shelter

Debra,

Please accept this letter as notification of the official recommendation for appointment of Jacob Hoyt, Lindon City Council member, as Lindon City's representative to the North Utah Valley Animal Services Special Service District Board. On January 7, 2014 the Mayor and City Council acted to appoint Mr. Hoyt to the District Board for the remainder of the 2014 calendar year (Dec. 31, 2014). Councilmember Matt Bean will act as a secondary representative in the absence of Mr. Hoyt.

We have sent notice of the appointment recommendation to the Animal Shelter manger, Tug Gettling. Please use this letter as official notice to the Commission of our recommendation for the appointment to be filled by action of the Commission.

If you have any questions, please feel free to contact me.

Sincerely,

Jeff Acerson
Mayor

cc: All Council members

10. Review & Action — Appointments to the Lindon City Redevelopment Agency (5 minutes)

This is a request by staff for the Council's formal action to appoint Mayor Acerson as Chair of the Lindon City Redevelopment Agency (RDA) with all current City Council members including Matt Bean, Randi Powell, Jacob Hoyt and Van Broderick appointed as board members of the RDA.

Presenting Staff: Adam Cowie, City Administrator

The RDA for Lindon City functions as a separate legal agency that contracts with Lindon City for all of its services. The RDA's primary functions within Lindon City have been to create districts where tax revenues and tax increment financing can support development of new business and infrastructure. The RDA Board meets on an as needed basis. The Mayor and Council have traditionally appointed themselves as board members to the RDA. Appointment of the Chair and Board members of the RDA is necessary after the changes in Mayor and Council members. See suggested motion below.

Sample Motion: I move to (approve, deny) the appointment of Mayor Jeff Acerson as Chair of the Lindon City Redevelopment Agency with all City Council members including Matt Bean, Randi Powell, Jacob Hoyt and Van Broderick appointed as board members of the RDA.

II. Review & Action — UIA and UTOPIA appointment*(5 minutes)*

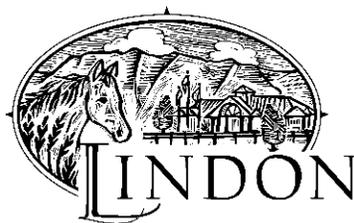
This is a request by Mayor Acerson for the Council's consent to the appointment of Matt Bean as an alternate Board member to both the Utah Telecommunication Open Infrastructure Agency (UTOPIA) and Utah Infrastructure Agency (UIA). Mr. Bean will serve as a voting member of the Board(s) in the absence of Mr. Cowie of the UTOPIA Board, and/or Mayor Acerson of the UIA Board.

Presenting Staff: Adam Cowie, City Administrator

See attached letters of appointment.

Sample Motion: I move to (approve, deny) the appointment of Matt Bean as Lindon's representative as an alternate Board member to both UTOPIA and UIA Boards.

Lindon City
100 North State Street
Lindon, UT 84042-1808



TEL 801-785-5043
FAX 801-785-4510
www.lindoncity.org

Richard Manning
Chair, Board of Directors
Utah Infrastructure Agency
2175 S. Redwood Rd.
West Valley City, UT 84119

January 8, 2014

Dear Mr. Manning,

Please accept this letter as notification of the appointment of Matt Bean, Lindon City Councilman, as an alternate for Jeff Acerson who is Lindon's representative on the Board of Directors of Utah Infrastructure Agency. Mr. Bean, in addition to Mr. Adam Cowie, may replace Mr. Acerson as Lindon's representative on the Board should Mr. Acerson or Mr. Cowie not be available. The appointment of this alternate position will take effect immediately.

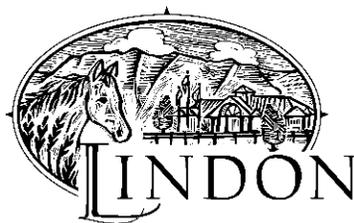
Please include Matt on the email distribution list for UIA Board member materials (agendas, board materials, etc.). He may be reached at mbean@lindoncity.org.

Sincerely,

Jeff Acerson
Mayor

cc: Todd Marriott, UTOPIA Executive Director

Lindon City
100 North State Street
Lindon, UT 84042-1808



TEL 801-785-5043
FAX 801-785-4510
www.lindoncity.org

Wayne Pyle
Chair, Board of Directors
Utah Telecommunication Open Infrastructure Agency
2175 S. Redwood Rd.
West Valley City, UT 84119

January 8, 2014

Dear Mr. Pyle,

Please accept this letter as notification of the appointment of Matt Bean, Lindon City Council member, as an alternate for Adam Cowie who is Lindon's representative on the Board of Directors of the Utah Telecommunication Open Infrastructure Agency. Mr. Bean, in addition to Mr. Van Wagenen, may replace Mr. Cowie as Lindon's representative on the Board should Mr. Cowie or Mr. Van Wagenen not be available. The appointment of this alternate position will take effect immediately.

Please include Matt on the email distribution list for UTOPIA Board member materials (agendas, board materials, etc.). He may be reached at mbean@lindoncity.org.

Sincerely,

Jeff Acerson
Mayor

cc: Todd Marriott, UTOPIA Executive Director

12. Review & Action — North Union Irrigation Company appointment*(5 minutes)*

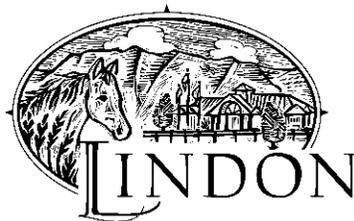
This is a request by Mayor Acerson for the Council's consent to the appointment of Van Broderick as Lindon's official representative on the North Union Irrigation Company Board of Directors. Jacob Hoyt will serve as the secondary Board member in the absence of Mr. Broderick.

Presenting Staff: Adam Cowie, City Administrator

See attached letter of appointment.

Sample Motion: I move to (approve, deny) the appointment of Van Broderick as Lindon's representative on the North Union Irrigation Company Board, with Jacob Hoyt serving as a secondary board member in the absence of Mr. Broderick.

Lindon City
100 North State Street
Lindon, UT 84042-1808



TEL 801-785-5043
FAX 801-785-4510
www.lindoncity.org

North Union Irrigation Company
Attn: Board of Directors
Lindon, Utah 84042

January 8, 2014

North Union Irrigation Co.,

Please accept this letter as notification that on January 7, 2014 the Lindon City Council appointed council member, Van Broderick, to serve on the North Union Board of Directors. Mr. Broderick will replace Jeff Acerson's position on the Board.

It is anticipated that Mr. Broderick will serve in this position until the end of his term on the Council, or as otherwise replaced by new appointment of the Lindon City Council. This appointment shall take effect immediately.

Sincerely,

Jeff Acerson
Mayor

cc: All Council members
Don Peterson

13. Review & Action — UTOPIA, Macquarie - public/private partnership

(45 minutes)

The Council will review the public portions of the Pre-Development Agreement (PDA) between UTOPIA and Macquarie Infrastructure Developments LLC (Macquarie) and instruct UTOPIA/UIA Board members as to Lindon's participation commitment in further development of the public-private partnership. UTOPIA Legal Counsel, David Shaw, will be available to answer questions about the PDA.

Presenting Staff: Adam Cowie, City Administrator / David Shaw, Legal Counsel for UTOPIA

Lindon City currently has about 60% of the city with UTOPIA accessible with a 40% take-rate in those areas (therefore about 25% of the city is using UTOPIA fiber). UTOPIA has recently announced a potential public-private partnership between its organization and Macquarie Infrastructure Developments LLC (Macquarie). If finalized, Macquarie would commit to fronting the capital to build the network and would run the organization for the next 30 years, then deliver the network back to the cities in some level of upgraded condition. There would be requirement for Macquarie to be repaid their investment by the member cities. How this repayment is handled is yet to be finalized with the primary factor being how much it will cost to construct the network. Engineering and design work is proceeding with the goal to shortly know the total potential cost of development – thus enabling determination of potential obligations for pay-back by the member cities that choose to participate.

This potential partnership appears to provide a real opportunity to develop the entire network with the initial cost coming from the private sector. As you are aware, there is limited political will from all member cities to continue with traditional city bonding to finish the network, so this opportunity should be carefully considered as a means to complete the network and provide fiber connectivity to all parts of Lindon City. Financial implications however, are potentially significant as, over the next 30 years, the investment made by Macquarie will need to be paid back with profit margins added.

The attached Pre-Development Agreement (PDA) between UTOPIA and Macquarie outlines the stipulations for moving forward with the potential partnership. The Chair of UTOPIA has asked for cities to commit to supporting the proposal (with potential financial obligations). No official action has been taken by the UTOPIA or UIA boards on this matter. Please note that Appendix C of the PDA contains financial information for potential Macquarie investment on this deal and has been deemed a protected document and not included in this report.

The Council should review the PDA and provide direction to city appointed UTOPIA/UIA Board members as to what level of support or interest should be given on this potential partnership.

Sample Motion: I move to (support, oppose, continue discussion of) the Pre-Development Agreement and/or potential partnership between UTOPIA/UIA and Macquarie, with the following conditions and/or recommendations to Lindon's UTOPIA/UIA board members:

From: [Wayne Pyle](#)
To: [Adam Cowie](#)
Cc: _____
Subject: PDA and NDA discussion
Date: Tuesday, December 24, 2013 10:12:13 AM

Adam,

Here's that language on the NDA and the commentary I had sent Shawn on the PDA. Any other help I can give, let me know. I'll talk to Nick and see if I can get something set up for meeting on those dates we talked about.

Thanks,
Wayne

"To: Public Officials Who Signed NDAs

With the public announcement of the PDA, MacQuarie has agreed to remove the protected classification of the Pre-Development Agreement with the exception of Appendix C which will remain a protected record under GRAMA.

Thank you for your adherence to the terms of the NDA previously, which helped bring the PDA to fruition."

Next is the PDA discussion and attachment. Thanks for your consideration and please call me if you have any questions. Please remember the following as you discuss with your councils.

1. Predevelopment means predevelopment. We are in consideration mode only, and have made no further commitment. The entire agreement is geared towards examining the feasibility of the project, and has multiple phases to allow for consideration of that feasibility, including potential close of the deal through a concession agreement.
2. The milestone budgets escalate by phase. This is by design to frontload as much cost of examination in the build, market and financial feasibility segments. Much of the other cost is backloaded. This allows us as much protection as possible from cost in the event that we don't proceed through the "gate" of any individual milestone.
3. The budgets under appendix C are protected under GRAMA at Macquarie's request. Please respect that request. The amounts are only estimated budgets, and may change as we proceed. The rest of the document is open for public discussion and release.
4. Terms for moving from one phase to the next are outlined in section 4.
5. The total budget for predevelopment costs may appear inordinately expensive. For purposes of discussion with your councils, remember that in most business development projects, costs associated with this kind of preexamination work through closing will typically result in a cost of between 2.5 to 3%, and often more. This total cost would be in the range of 1% plus of the overall project.
5. Just to reiterate the basic structure of the proposed project. Macquarie would finance, build, operate and maintain this project for 30 years. It would carry the debt and be liable for any failure under terms of the agreement. The participating cities would still own the asset at the end of the term.

of agreement.

Thanks,
Wayne

Pre-Development Agreement

Among

**Utah Telecommunication Open Infrastructure Agency
("UTOPIA"), Utah Infrastructure Agency ("UIA")**

and

Macquarie Infrastructure Developments LLC ("Macquarie")

Dated December 9th, 2013

PRE-DEVELOPMENT AGREEMENT

This Pre-Development Agreement (this "**Agreement**") is made and entered into as of 9th, 2013 ("**Agreement Date**"), by and among Utah Telecommunication Open Infrastructure Agency ("UTOPIA") and Utah Infrastructure Agency ("**UIA**") (UTOPIA and UIA are collectively referred to as the "**Agencies**"), and Macquarie Infrastructure Developments LLC ("**Macquarie**") (The Agencies and Macquarie are collectively referred to as the "**Parties**").

PURPOSE AND INTENT

The purpose and intent of this Agreement shall be to set forth, in a preliminary manner, the parameters for further investigation and negotiation in preparation of a permanent agreement between the parties at a future date. The method for accomplishing this is to establish, by the terms of this agreement, certain "off-ramps," duly termed "Milestones" that represent points at which the parties may decide to continue forward or to terminate further negotiation. Each of the Milestones involve gradual, mutual obligations of the parties. It is intended that the parties will move forward in good faith and as expeditiously as possible in proceeding to the next Milestone. Until the Milestones are successfully completed and a permanent agreement termed the "Concessions Agreement" is reached, the terms of this Agreement as it may be amended from time to time, shall govern the interaction and responsibilities of the parties.

RECITALS

- A. WHEREAS, the Member Cities have devoted significant resources to the establishment of advanced technological infrastructure to further the prosperity and well-being of their respective communities; and
- B. WHEREAS, the Agencies have established Network parameters and technical specifications which are state-of-the-art and among the finest networks in the country; and
- C. WHEREAS, as one of the largest private partners with public entities toward the establishment of sound infrastructure projects, Macquarie has developed an internationally-renowned reputation of successful implementation of infrastructure projects similar to that contemplated herein; and
- D. WHEREAS, Macquarie, as an international expert in infrastructure projects, has recognized the efforts of the Agencies and its Member Cities to deploy advanced technological infrastructure for the purpose of enhancing the economic development, quality of life, educational opportunities, and development of advanced jobs within the State of Utah toward the growth and progress of the participating communities, such that Macquarie now desires to further the original goals and aspirations of the Member Cities; and
- E. WHEREAS, Macquarie Capital Group Limited, through its subsidiaries and funds (and similar vehicles) managed by such subsidiaries currently manages approximately \$25 billion of infrastructure projects in the Americas, including assets developed as public private partnerships; and
- F. WHEREAS, Macquarie has recognized the considerable efforts of the Member Cities which now makes possible the continuation of the most advanced communications system in the United States; and

- G. WHEREAS, the Member Cities originally planned to invest significant resources to deploy the Network, which planning has made completion of the Network in partnership with Macquarie a definite option; and
- H. WHEREAS, the infrastructure projects either owned or operated by or on behalf of Macquarie Group Limited's infrastructure business currently serve over 100 million people globally including management of the public safety communication system for the United Kingdom; and
- I. WHEREAS, through the processes detailed in this Agreement the Parties will collectively review the feasibility, financial implications and risk impacts of delivering the Project through a public private partnership, with various Milestones to be able to ascertain such impacts and opportunities; and
- J. WHEREAS on June 27, 2013 ("**Lock-Up Date**"), the Agencies and Macquarie entered into a Lock-Up Agreement, as subsequently amended on October 26, 2013, to induce the Parties to enter into negotiations toward a term sheet, a pre-development agreement and an agreement or a series of agreements whereby the Parties agree to a comprehensive mutual plan relative to financing, design, further construction, operations, maintenance, technology refresh and other comprehensive roles and responsibilities pertaining to the networks owned, controlled and/or operated by the Agencies (the "**Transaction**"). The Parties have agreed not to entertain or enter into any other discussions or offers concerning the Transaction with other parties for a period of ninety (90) days after the Lock-Up Date, including any extensions thereto ("**Exclusivity Period**"); and
- K. WHEREAS, the relationship of the Parties is expected to proceed in phases. During the first phase ("**Pre-Development Phase**"), the Parties will work expeditiously to advance key elements of the Project, subject to the satisfaction of the Agencies, to ascertain the feasibility to finance and implement the Project; and.
- L. WHEREAS, if the Project continues, the Parties intend to negotiate a new agreement or series of agreements (collectively, the "**Concession Agreement**") to govern the second phase ("**Implementation Phase**"). The Implementation Phase will cover financing, design, construction, operations, maintenance and technology refreshing work for the Project; and
- M. WHEREAS, prior to the Implementation Phase, the Parties intend to proceed toward the completion of defined Milestones. The initial Work Plan will contain a detailed description of the first Milestone and partial descriptions of the subsequent Milestones. During each Milestone the Parties expect to agree on target assumptions. Upon Completion of each Milestone, the Parties will finalize the next Milestone and have the option to proceed to the next Milestone, in accordance herewith; and.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, including the appendices attached hereto and made a part hereof, the Parties agree as follows:

AGREEMENT:

1. Definitions

- 1.1 Definitions. As used herein, capitalized terms shall have the meanings set forth below, or as further defined in the Agreement:

a. "Access" in the context of accessing the Network is defined as a Member City Address that is either connected to the Network or is able to connect to the Network with the installation of an access point on the external surface of the address.

b. "Accounting and Tax Consultant" means a company selected by the Parties under an applicable Milestone for the purpose of provision specific accounting and tax advice relative to the Project.

c. "Agreement Date" has the meaning set forth in Article 3.1.

d. "Availability Payment" means a pre-agreed annual amount, subject to periodic indexation to a pre-agreed index and to pre-agreed performance deductions, payable monthly by the Agencies to Macquarie or ProjectCo, to repay the Capital Costs of the Project Network and the Operating and Maintenance Expenses of the Networks, all as more fully defined in the Concession Agreement.

f. "Brigham City Network" means the Network owned and/or controlled by Brigham City, Utah, and which either of the Agencies operate or maintain on a routine basis.

g. "Capital Costs" means the debt, equity and all other capital sources raised by Macquarie and/or ProjectCo to fund the construction of the Project Network, as fully disclosed to and agreed upon by the Agencies before the parties sign the Concession Agreements.

h. "Completion" means the substantial completion of a Milestone in accordance with the respective scope and deliverables for each Milestone outlined in this Agreement to the reasonable satisfaction of the Agencies.

i. "Confidential Information" has the meaning set forth in Article 7.

j. "Draft Proposal" has the meaning set forth in Article 4.2.

k. "Event of Default" means any of the following events:

- (i) a payment required under this Agreement shall not be made by or on behalf of a Party when the same shall become due and payable; or
- (ii) an order or decree shall be entered, with the consent or acquiescence of Macquarie, appointing a receiver or custodian for the Agencies or Macquarie, or approving a petition filed against Macquarie seeking reorganization of the debts of the Agencies or Macquarie under any country's bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of Macquarie shall not be vacated or discharged or stayed on appeal within thirty (30) days after the entry thereof; or
- (iii) any proceeding shall be instituted, with the consent or acquiescence of the Agencies or Macquarie, for the purpose of effecting a composition between Agencies or Macquarie, as the case may be, and its respective creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be

under any circumstances payable from the Agencies or Macquarie, as the case may be; or

- (iv) Macquarie is adjudged insolvent by a court of competent jurisdiction, or an order judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of Macquarie, as the case may be, a receiver, trustee, or custodian of Macquarie as the case may be, or of the Project or any party thereof, any of the aforesaid adjudications, orders, judgments, or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

Any representation or warranty made by Macquarie or the Agencies in this Agreement shall be materially inaccurate;

- (vi) either Party shall default in the due and punctual performance of any other material covenant, condition, agreement, and/or provision contained in this Agreement, and such default shall continue for thirty (30) days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the defaulting Party by the non-defaulting Party.

l. "External Costs" are costs incurred by either Party relating to discrete workstreams undertaken by third party consultants as required by the agreed workplan to achieve each Milestone, and as set forth in such Milestone's pre-agreed upon budget.

m. "Financial Close" means a date to be mutually agreed upon by the Parties when the Project financing shall be fully secured, the Parties shall have entered into the Concession Agreement, and the Project shall formally commence.

n. "Formal Notice" means any written notice required hereunder, which shall be delivered in accordance with the Notice requirements of this Agreement.

o. "Force Majeure Event" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies and terrorists; orders or restraints of the Federal Government of the United States, or any of their departments, agencies or officials; insurrections; riots; landslides; earthquakes; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party and not due to their respective negligence.

p. "Governmental Action" means, without limitation, the following: orders or restraints of the local government institutions of the Member Cities, UTOPIA and UIA and any of their respective departments, agencies or officials (collectively, Government Bodies).

p. "GRAMA" has the meaning set forth in Article 7.

q. "Implementation Phase" has the meaning set forth in the Recitals.

r. "Internal Costs" are a Party's out-of-pocket expenses and pre-agreed lump sums for such Party's internal staff time cost incurred in connection with a Milestone on the Project, and which expenses are set forth in a Milestone's budget in advance and pre-agreed upon by all Parties in writing before the beginning of such Milestone. All Internal Costs are subject to the Internal Costs Liability Limitations.

s. "Internal Costs Liability Limitation" means the maximum amount any Party may recover for its Internal Costs in connection with a Milestone, which maximum amount shall be established by the Milestone budgets and pre-agreed upon by all Parties before the beginning of a Milestone. If such maximum amounts are not established by such budgets, or are not pre-agreed upon in writing before the beginning of a Milestone, the Internal Costs Liability Limitation shall be \$0.00.

t. "Material Breach" means the occurrence of an Event of Default.

u. "Member City" shall mean a municipality listed in Exhibit A.

v. "Member City Address" is a physical address within the boundaries of the participating Member Cities, that is used for residential, multi-dwelling, commercial, municipal, educational, leisure or other activities as agreed by the Parties, or a separately-identifiable location which is connected to the Network, whether said location is identifiable by physical address, MAC address, IP address, or other methodology.

w. "Milestone" means a discrete subpart of the Project with deliverables, budgets, and deadlines, all as pre-agreed upon by the Parties in accordance with this Agreement, and following which there may exist certain opportunities for either Party to terminate this Agreement, subject to any applicable termination conditions.

x. "Models" has the meaning set forth in Article 7.

y. "Network" means, collectively, the UTOPIA Network, the UIA Network, the UTOPIA Stimulus Network the Brigham City Network and the Project Network, each of which is an advanced communications network including, without limitation, all cables, collocation space, conduits, innerducts, manholes, nodes, optical fiber strands, patch panels, splices, switches, transmitters, junctions, terminals, internal power sources, access portals, battery backups, fault alarm systems, structures, shelters, poles or pole line attachments, similar equipment, business and operations support systems, and all articles of personal property owned or leased by the applicable owner in connection with its fiber optics and/or wireless system, as any or all of the same may be updated, supplemented, replaced or expanded, from time to time, together with any additions, repairs, renewals, replacements, expansions, extensions, and improvements to said Network, or any part thereof, hereafter acquired or constructed, together with all lands, easements, interests in land leases, licenses, and rights of way of the network owner and all other works, property, structures, equipment of the network owner and contract rights and other tangible and intangible assets of the Issuer now or hereafter owned or used in connection with, or related to said Network.

z. "Operation and Maintenance Expenses" means all expenses reasonably incurred by the Agencies in connection with the operation and maintenance of the Network, whether incurred by the Agencies or paid to any other entity pursuant to contract or otherwise, necessary to keep the Network in efficient operating condition, including cost of audits, payment of promotional and marketing expenses and real estate brokerage fees, payment of premiums for the insurance required to be carried by the Agencies, Administrative Costs (as defined in the Agencies' indentures) and, generally, all expenses, exclusive of depreciation (including depreciation related expenses of any joint venture) which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the Network shall be included.

Utah Telecommunication Open Infrastructure Agency (UTOPIA) PDA
FINAL SIGNATURE VERSION

aa. "Open Book Process" means full transparency for the Agencies into Macquarie's proposed models, financial vehicles, cost proposals, technical specifications, operational role and responsibilities, and any other aspect of the Project, such that the Agencies fully understand each aspect of the Project, include profit lines, and direct and indirect expenses. As between Macquarie and the Agencies, there shall be no aspect of or information related to the Project which is not shared, with the exception of proprietary information, information that consists of internal drafts or relates to Macquarie's internal approvals process required to arrange and potentially provide financing for the Project.

bb. "Payment Structure" means the mechanism by which the Utility Fees, up to the required Availability Payment and subject to ProjectCo not having breached its roles and responsibilities under the Concession Agreement, will be transferred from the Member Cities to ProjectCo.

cc. "Plan of Finance" means Macquarie's proposed plan to finance the Project under the Concession Agreement.

dd. "Pre-Development Phase" has the meaning set forth in the Recitals.

ee. "Proposal" means a Draft Proposal that is amended and finalized by Macquarie following comments provided by the Agencies on the conclusions from the Milestone Workplan, and the scope, deliverables and timeline provided for the subsequent Milestone.

ff. "Project" means and includes, without limitation, the financing, development, design, construction, operations, maintenance and technology refreshing of the Network, and assumption by Macquarie of responsibility for net operating deficits of the Agencies and the Network during the construction period.

gg. "ProjectCo" has the meaning set forth in Section 2.1.

hh. "Scope of Work" means the defined and pre-agreed upon scope of each Milestone all as set forth in writing between the Parties in advance of any Milestone.

ii. "State" means the State of Utah.

jj. "Termination for Agencies' Default" has the meaning set forth in Article 6.

kk. "Termination for Macquarie's Default" has the meaning set forth in Article 6.

ll. "UIA Network" means the Network owned and/or controlled by UIA.

mm. "UTOPIA Network" means the Network owned and/or controlled by UTOPIA.

nn. "UTOPIA Stimulus Network" means the Network owned and/or controlled by UTOPIA which was funded by federal stimulus monies. Any part of the Project, or any of the rights or duties of the Parties which impact the UTOPIA Stimulus Network are subject to and shall be superseded by any laws, rules, regulations or other provisions governing the UTOPIA Stimulus Network. The Agencies will be responsible for notifying Macquarie where it is reasonably foreseeable that the Transaction may be in breach of these laws, rules, regulations or provisions. In no event shall any action be undertaken in furtherance of this Project by any Party which would require the repayment of any federal stimulus monies.

oo. "Utility Fee" has the meaning set forth in Section 2.1.

pp. “Working Assumptions” has the meaning set forth in Article 4.

2. Project Description And Core Terms Of The Agreement

2.1 Description and Scope of the Project

The Project will connect the Network to Member City Addresses.

Subject to satisfactory completion of all appropriate due diligence, satisfactory completion of the Milestones outlined in this Agreement and the receipt of all required internal and external approvals of both parties, Macquarie will provide the equity and arrange the debt funding necessary to complete the Project. The Parties also currently anticipate that the Member Cities will enact a utility fee (“Utility Fee”) on all Member City Addresses that have Access to the Network whether or not the owner of the property at the applicable Member City Address chooses to utilize the Network and/or to pay for additional services. It is anticipated that the Utility Fee will be used to fund the Availability Payments.

The Project will be undertaken by a newly established special purpose entity (“ProjectCo”) to be formed by Macquarie, its affiliates and potentially one or more co-investors, which co-investors must be reasonably approved by the Agencies, and which approval shall not be unreasonably withheld, conditioned, or delayed. To the extent Macquarie’s obligations referred to in this Agreement correspond to the Implementation Phase (after Financial Close) it is acknowledged by the parties that those obligations will be obligations of ProjectCo and will be more fully set out in a definitive Concession Agreement. To the extent the Agencies’ obligations referred to in this Agreement correspond to the Implementation Phase (after Financial Close) it is acknowledged by the parties that those obligations will be obligations of either the Agencies, or their assignee, as will be more fully set out in a definitive Concession Agreement.

2.2 Project Plan and Roles of the Parties

a. The Project shall be developed and operated pursuant to the distinct Roles and Responsibilities of the Parties, as well as any other parties referred to herein. The Parties intend to pursue a cooperative and collaborative effort to engage each Party’s capabilities to bring the Project to fruition. This Agreement does not establish, and shall not be construed as, a legal partnership between the Parties.

b. Provided Macquarie is not in Material Breach of this Agreement (and which breach has remained uncured for the applicable cure period), Macquarie shall be the exclusive developer of the Project. The final Scope of Work for the Project or any Phase, as applicable, shall be developed jointly by the Parties in accordance with the Plan of Finance for the Project or any Phase.

c. The Roles and Responsibilities of the Parties in furtherance of this Agreement shall be as follows

(i) The Agencies. One or more of the Agencies, as determined in the Agencies’ sole discretion, shall be the owner of fee simple title, easement and/or other applicable property rights to the Project. The Agencies shall:

(1) Provide Macquarie with such development support as is mutually agreed upon and is reasonably necessary for Macquarie to progress the scope outlined herein including providing reasonable access to Agency staff and all required information on the existing Networks;

(2) Provide timely feedback on Agencies' and Member City objectives and on plans that are developed with respect to business model and division of Roles and Responsibilities upon implementation of the Project as a public private partnership; and

(3) In the event of termination as provided herein, pay to Macquarie such reimbursement amounts as may be stipulated in this Agreement or in the other subsequent Agreements, in accordance with the conditions and limitations on payment contained in such agreements.

(ii) Macquarie. Macquarie shall use commercially reasonable efforts to achieve each Milestone in accordance with the budgets and schedules agreed among the Parties and otherwise develop, build and/or operate the Project (or any Phase and Milestone, as applicable), in accordance with all applicable laws, regulations and ordinances and shall have such further obligations as may be set forth in this Agreement and other subsequent Agreements. In the event of budgetary or scheduling overruns, Macquarie will be responsible for costs associated with such overruns only if such items are included in the scope outlined in this Agreement. In the event that such overruns are the result of items not included in the scope, the Parties agree to negotiate a revised budget. Macquarie will engage all necessary consultants to achieve all applicable Milestones to refine current financial modeling assumptions, subject to the consultant being reasonably acceptable to Agencies, and shall be responsible for paying such consultants to the extent set out in the budget applicable to each Milestone.

2.3 The foregoing descriptions of the roles and responsibilities of each of the Parties are indicative only, and are subject to further discussion and negotiation as will be further detailed in the Concession Agreement. Concession Agreement

As outlined in the Scope of Work of the different Milestones established in this Agreement, the Agencies and Macquarie shall negotiate in good faith with the objective of agreeing on the terms of a Concession Agreement for the Project. The Agencies agree to provide Macquarie the exclusive right of negotiation for the Concession Agreement during the term of this Agreement. The Concession Agreement shall among other things: (a) establish the structure and arrangements for implementing the Project; (b) define the rights and responsibilities of the Parties respecting the Project; (c) provide for development, finance, construction, operations, maintenance and refresh of the Project in a manner based, to the extent possible, on precedent availability based public private partnership transactions that are considered mutually acceptable and agreed upon by the Parties, including, without limitation, budgetary, completion and performance guarantees made by Macquarie; and (e) incorporate by reference any other Project Agreements related to the Project. Except as specifically may be provided in the Concession Agreement, this Agreement shall be superseded once the Concession Agreement is executed.

The Parties agree that the preferred structure for the Transaction will be an Availability Payment based public private partnership.

2.4 Existing UTOPIA and UIA Indebtedness

The Transaction, as currently contemplated, will not include servicing of existing debt incurred with respect to any network which is backed by sales tax and other revenue streams. However, the Parties will continue to explore options for including the existing debt in the Transaction as outlined in the Milestone 1 Scope of Work herein and may decide to do so in the future. In all cases, the Project will be planned in such a manner as to maintain the operational revenue and debt covenants of the Agencies with ProjectCo's obligations in this regard fully set out in the Concession Agreement. Nothing in this

Agreement shall restrict the ability of the Member Cities to implement a Utility Fee which contributes to or completely covers the Agencies' existing debt obligations provided, however, that in no event shall Macquarie, or ProjectCo have any claim on such Utility Fees

2.5 Parity

The Parties will work co-operatively to structure the Project in a way which to the greatest extent possible achieves parity between the financial contributions made by the Member Cities and the level of Network build out and service those Member Cities enjoy.

3. Project Stages and Milestones

The Parties shall cooperate to achieve the following milestones ("**Milestones**") by the dates set forth herein. Successful completion of the Milestones will move the Parties toward the execution of definitive documentation, financial close and the subsequent Implementation Phase. The Parties acknowledge that the scope, key deliverables and timeline of all subsequent Milestones may require clarification or alteration as a result of the analysis undertaken to achieve Milestone 1. Indicative scope and deliverables for each of Milestones 2, 3 and 4 are detailed in Appendix A.

3.1 Milestone 1 - Business Case Analysis

Milestone 1 Scope

- Parties will collaboratively develop a clearly defined Project scope including, without limitation:
 - Scope of the network infrastructure buildout
 - Scale of the buildout to Member Cities, which shall provide network connectivity to a defined percentage of Member City Addresses
 - Approach to curb-to-home construction
 - Inclusion of licensed wireless tower network, including negotiation of appropriate capacity, cost and revenue arrangements
 - Potential inclusion of licensed and/or unlicensed wireless mesh overlay above the fiber network and negotiation of appropriate commercial arrangements
 - Approach to ensuring inter-operability with existing infrastructure
 - Scope of operational role and responsibilities between Macquarie, the Agencies and any Wholesale Service Provider that may be created as part of the Transaction
 - Operational functions to be determined and defined in the Concession Agreement
 - Division of operations, maintenance and refresh functions between Macquarie, the Wholesale Service Provider and the Agencies
 - Division of marketing and customer support functions between Macquarie, the Wholesale Service Provider and the Agencies
 - Role of ISPs in marketing and provision of basic service
 - Investigation of potential advantages and approaches to securing anchor tenant(s) to provide services on the Networks
 - Parties will negotiate and agree on key commercial terms for the Project including a draft term sheet that will form the basis for negotiating the Concession Agreement
 - Finance and Structuring
 - Investigation of opportunities to refinance the existing UTOPIA indebtedness
 - Approaches to preserve the tax-exempt status of the existing indebtedness and potentially to access tax-exempt debt for the new network buildout

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- Macquarie will engage all necessary consultants, as set forth below, to reasonably progress the commercial, technical and legal workstreams for the Project, subject to the consultant being acceptable to Agencies
 - Technical Consultant to review the technical specifications of the existing Networks and collaborate with the Parties to define the baseline technical requirements for the construction and operation of the Project Network;
 - Feasibility consultant to conduct a preliminary study to increase the Parties' understanding of the potential customer market for the Project, anticipated take rates and customer incentives that may be required to increase take rates;
 - Government relations consultant(s) to develop and execute a communications strategy to maximize support for the Project;
 - Public opinion polling firm to conduct consumer market research including but not limited to the Public Survey;
 - Law firm to act as Bond Counsel; and
 - Law firm to advise on the Payment Structure;
- In addition to the general responsibilities outlined in Article 2.2(c)(i), the Agencies will:
 - Provide a detailed description of the proposed Payment Structure including associated remedies
 - Coordinate discussion and negotiate with ISPs to ascertain the ISPs' level of interest in and terms required for providing the basic service
 - Provide documentation regarding and assist with all necessary due diligence related to Interlocal agreements, relationships between governmental entities, the Agencies' legal powers and restrictions concerning the Project, if any, and local governmental affairs issues.
- Consultants' fees for work engaged under this Milestone 1 shall be paid at cost and without any additional markup by any Party.
- Identification of potential Payment Structures and the key risks of such structures for all Parties
- Subject to independent review by the Agencies and to the terms of this Agreement, Macquarie will further refine financial modeling based on inputs provided by the engaged consultants or under various scenarios as determined by Macquarie and the Agencies toward:
 - Quantification of the maximum utility fee required
 - Net financial impact to Member Cities

Milestone 1 Deliverables

The expected timing for all Milestone 1 deliverables will be measured from a mutually agreed start date not more than three (3) weeks (“**Start Date**”) after the execution of this Agreement (“**Agreement Date**”). At the Agreement Date, Macquarie will be obligated to proceed with the following deliverables:

Deliverable	Expected Timing	Responsibility
Engage consultants to conduct preliminary studies	Within 1 week of Start Date	Macquarie
Preliminary reports provided by consultants	Within 4-6 weeks of Start Date	Macquarie
Preliminary Concession Agreement Term Sheet	Within 6 weeks of Start Date	Agencies/ Macquarie
Financial modeling results showing “base case” approach to the Project as well as mutually agreed alternatives and sensitivities	Within 6 weeks of Start Date	Macquarie
Scope, Deliverables and Timeline for the subsequent Milestone	Within 6 weeks of Start Date	Agencies/ Macquarie
Updated budget for the subsequent Milestone	Within 6 weeks of Start Date	Agencies/ Macquarie
Draft Proposal to the Member Cities <ul style="list-style-type: none"> • Proposed scope and business model • Revised financial modeling assumptions • Estimated Utility Fee required • Proposed Payment Structure • Mutually agreed upon Scope, Deliverables, Budget (including source of funds for any required reimbursement) and Timeline for the subsequent Milestone should the Parties and the Member Cities decide collectively to proceed 	Within 7 weeks of Start Date	All Parties

4. Milestone Management**4.1 Reporting and Communications Process**

Macquarie will schedule a standing weekly conference call to provide the Agencies with ongoing updates on the progress of the applicable Milestone scope and discuss any mutually agreed upon items in the agenda prior to the call. The Parties agree to collectively hold in-person meetings at a mutually agreed upon location as may be required but at least at the beginning and at the conclusion of each Milestone.

The Agencies will be primary Party responsible for reporting and communications with the Member Cities; provided, however, failure to do so shall not serve as the basis for termination or any other

recourse by Macquarie. Such reporting and communication shall be at the Agencies' sole discretion, however, coordination and discussion regarding the same will occur amongst the Parties, as reasonably determined to be necessary by the Chairs of the Agencies. The Agencies agree to exercise commercially reasonable efforts to co-ordinate conference calls or in-person meetings with appropriate officials of the Member Cities as may be required for the advancement of the Project.

4.2 Procedures and Notices to Proceed with Milestones

The Parties agree to work collaboratively to finalize and agree to the scope, budget, deliverables and timeline for each of the Milestones outlined in this Agreement. This Agreement will set out the initial mutually agreed upon indicative scopes, budgets and deliverables for all the Milestones outlined and the proposed timeline for the first Milestone.

Macquarie will be responsible for presenting a Draft Proposal to the Agencies at the completion of the agreed Workplan for each Milestone. The Draft Proposal will provide the Agencies with the conclusions from the Milestone Workplan and outline the proposed scope, budget, deliverables and timeline for the subsequent Milestone. The Agencies will have the opportunity to comment on the Draft Proposals and Macquarie and the Agencies will work collectively to incorporate any agreed amendments to the Draft Proposal so that it may be submitted to the Agencies as a Proposal. In the event the Parties cannot agree on amendments to the Draft Proposal, including but not limited to the conclusions from the Milestone Workplan or the scope, budget, deliverables or timeline for the subsequent Milestone at the conclusion of each Milestone, a Draft Proposal will be considered a Proposal after 30 days.

The submission of a Proposal by Macquarie to the Agencies will require the Agencies to respond with a Formal Notice to Proceed within 60 days. If Macquarie and/or ProjectCo does not receive such notice within 60 days, it will be considered a deemed termination by the Agencies as provided for in clause 6.1(c).

4.3 Compensation for Services

- Macquarie will be responsible to pay the budgeted External Costs until either Financial Close or the termination or expiry of this Agreement
- All costs (External and Internal) would be budgeted, pre-approved and only incurred through the mechanism outlined in this Agreement. For the avoidance of doubt each Party shall bear its own Internal Costs, except to the extent they are expressly included in the applicable budget of a particular Milestone, in which case the Parties shall have also agreed any reimbursement of such Internal Costs shall not exceed a pre-negotiated maximum amount ("Internal Costs Liability Limitation").

4.4 Limitation of Liability and Waiver of Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, OR ANY OTHER AGREEMENT OR WRITING BETWEEN THE PARTIES, NO PARTY, NOR THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WHETHER INDIVIDUALLY OR COLLECTIVELY, SHALL BE LIABLE TO ANY PARTY OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EXPECTATION DAMAGES, OR LOSS OF REPUTATION, ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENT OR WRITING RELATED TO THE PROJECT, WHETHER BY REASON OF CONTRACT, INDEMNITY, STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT OR WRITING RELATED TO THE PROJECT, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF

THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT, EACH PARTY HEREBY RELEASES THE OTHER PARTY OF AND FROM SUCH CLAIMS.

4.4 Obligation to Achieve Milestone Completion

Macquarie shall use commercially reasonable and diligent efforts to complete all scope and deliverables required under each Milestone in accordance with this Agreement.

As a condition precedent to Formal Notice to proceed to the next Milestone, a list of major conclusions as part of the preceding Milestone will be agreed ("**Working Assumptions**"). The Parties recognize that these Working Assumptions will form the basis for the subsequent Milestones and commit to carry those Working Assumptions forward into subsequent Milestones or the Concession Agreement and promptly highlight any foreseeable barriers. For the avoidance of doubt, the Working Assumptions do not include the indicative utility fee presented in Draft Proposals or Proposals, which will be ascertained during the Milestone process. For purposes of workload planning, the Agencies shall use good faith efforts to accommodate and adapt to Macquarie's proposed Milestone plan, within the practical limitations on availability of the Agencies' personnel appropriate for performing the types of services in question. Macquarie shall accommodate and adapt its proposed Milestone plan to the practical limitations on availability of personnel of the Agencies.

5. Delivery Approach, Open Book Process

The Parties contemplate that the Availability Payments shall constitute legally enforceable contractual payment obligations of the Agencies, paid from Utility Fees of the Member Cities, however it is the intent of the Parties that the Availability Payments shall be structured such that it does not constitute indebtedness of the Agencies or the Member Cities under applicable law. It is further contemplated that Macquarie will raise the debt and equity financing required for the Project without recourse to the Agencies or Member Cities other than through enforcement of the contractual payment and other obligations set out in the Concession Agreement. It is the intent of the Agencies that the sole and exclusive recourse against the Member Cities for Macquarie and/or ProjectCo, in the event of non-payment of the Availability Payments, will be the enforcement, as a third party beneficiary, of the contractual payment of the Utility Fees between the Member Cities and the Agencies on terms to be set forth in the Concession Agreement. The obligations of the Member Cities to pay such utility fees shall be several and not joint and several. The Parties acknowledge that the Payment Structure to be established in the Concession Agreement will be subject to completion of satisfactory due diligence of the enforceability of the Payment Structure and mutual agreement of both Parties. The Utility Fees will be imposed on a footprint by footprint basis as each construction footprint is certified as completed by an independent engineer and released for services. Parties agree to negotiate in good faith revenue allocation before any Utility Fees are imposed on or collected from any address within any footprint to replace existing revenue which may be lost through the enactment of the Utility Fees, which may include a deferral of the Agencies obligation to pay Utility Fees to Macquarie for a period of time in exchange for an extension of the Term of the Concession Agreement by an agreed-upon period of time or such other mechanism as agreed by the Parties. As part of ensuring that the Agencies and the Member Cities achieve competitive pricing for the Project, the Parties commit to an Open Book Process for developing the costs and financing terms for the Project. Macquarie will share the proposals it receives from third parties and will provide the Agencies the opportunity to review, comment on and reasonably approve all External Costs and Internal Costs. Macquarie intends to run competitive best value processes for selection of sub-contractors and for selection of lenders or other debt providers, in this way the major cost components of the Project will be selected through a competitive best value process with transparency for the Agencies and the Member Cities.

The appointment of sub-contractors will be based on Macquarie providing a written justification acceptable to the Agencies as to why the recommended Subcontractor represents the most advantageous offer to the Agencies, considering qualifications, financial strength, cost or price factors as may be appropriate. Notwithstanding the foregoing, the Agencies shall have the right to remove any subcontractor from the Project in certain circumstances such as risk to health and safety and other circumstances to be agreed between the Parties and more fully set forth in the Concession Agreement (“**Subcontractor Default**”). Such removal for health and safety, emergency conditions, or other circumstances giving rise to immediate and/or imminent harm or danger to persons or property shall be immediate. Otherwise, such removal can only occur if the Agencies have first notified Macquarie and the Subcontractor of the Subcontractor Default and the same has remained uncured for a period of thirty (30) days or more; provided, however, in the event such Subcontractor Default poses an immediate hazard to any person or entity, the Agencies may exercise such removal right immediately upon written notice to Macquarie and the Subcontractor of such hazard.

6. Termination

6.1 Termination Events and Associated Compensation

Notwithstanding anything to the contrary in this Agreement, no Party’s Internal Costs shall be subject to reimbursement except to the extent they are expressly included in the applicable budget of a particular Milestone, in which case the Parties shall have also agreed any reimbursement of such Internal Costs shall not exceed an Internal Costs Liability Limitation for such a Milestone.

The Agencies acknowledge that compensation due to Macquarie under this agreement shall be considered to be an Operations and Maintenance Expense of the Agencies. The obligation to pay such compensation due to Macquarie shall be a joint and several obligation of UTOPIA and UIA.

- a. **Termination for Convenience or Public Interest by the Agencies.** The Agencies may terminate this Agreement if the Agencies determine, in their sole discretion, that such action is in the best interests of the public. In such case, the Agencies will be responsible for full compensation to Macquarie for all External and Internal Costs (subject to the Internal Costs Liability Limitation) incurred in accordance with the budgets.
- b. **Termination after Completion of Milestone 1.** Each Party will have the right to terminate this Agreement after Completion of Milestone 1.
 - (i) If the Agencies exercise their right to terminate then the Agencies will be responsible for full compensation to Macquarie for all External Costs incurred in accordance with the budgets
 - (ii) If Macquarie exercises its right to terminate then the Agencies will compensate Macquarie only for those External Costs which have been pre-agreed to result in work product with commensurate ongoing value to the Agencies, as further set out in Appendix C.
- c. **Termination by the Agencies after the Completion of a Milestone.** The Agencies may choose not to proceed to the next Milestone and terminate this Agreement after completion of each Milestone as follows:
 - (i) If the Milestone was successfully completed and the Proposal for moving to the next Milestone submitted by Macquarie was in accordance with previously agreed Working Assumptions and the subsequent development under an Open Book Process but the Agencies elect not to proceed, the Agencies will be responsible for full compensation

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to Macquarie for all External and Internal Costs (subject to the Internal Costs Liability Limitation) incurred in accordance with the budgets

(ii) Otherwise, the Agencies will be responsible for compensation to Macquarie for only the External Costs incurred in accordance with the budgets.

The Agencies will be deemed to exercise their right to not proceed and terminate if they do not provide an affirmative notice to proceed to the next Milestone after 60 days from successful completion of the current Milestone and presentation of a Proposal to the Agencies in accordance with Section 4.2.

d. Termination by the Agencies Arising from Default of Macquarie. If there is an Event of Default by Macquarie under this Agreement, the Agencies shall have the right to terminate this Agreement for default, after affording Macquarie at least thirty (30) days to cure the Event of Default. Such termination shall be referred to as a “**Termination for Macquarie’s Default.**” In addition to the events listed in the definition of “Event of Default”, each of the following shall constitute an Event of Default by Macquarie:

(i) Failure to undertake reasonable efforts to work towards the Milestones in good faith, where Macquarie is notified by the Agencies of such failure and provided at least thirty (30) days time to cure;

(ii) Failure by Macquarie to achieve a Milestone in accordance with this Agreement other than for a Force Majeure Event;

In the event of a Termination for Macquarie’s Default, the Agencies will not be responsible to pay any compensation to Macquarie.

e. Termination by Macquarie Arising from the Agencies’ Default. If there is an Event of Default by the Agencies under this Agreement, Macquarie shall have the right to terminate this Agreement for default, after affording the Agencies the opportunity to cure the default. Such termination shall be referred to as a “**Termination for Agencies’ Default.**” In the event of a Termination for Agencies’ Default, the Agencies will be responsible for full compensation to Macquarie for all External and Internal Costs (subject to the Internal Costs Liability Limitation) incurred in accordance with the budgets.

f. Termination due to External Events.

(i) Either Party may terminate this Agreement due to a Force Majeure Event that inhibits the Project from proceeding for an extended period of time of more than 45 calendar days. The Agencies will be responsible for compensation to Macquarie for External costs incurred in accordance with the budgets.

(ii) Either Party may terminate this Agreement due to a Governmental Action that renders it impossible or commercially impractical for the Project to proceed in accordance with the agreed terms and understanding of the Parties as reflected in the work already completed as of that time the Agencies will be responsible for full compensation to Macquarie for all External and Internal costs incurred in accordance with the budgets

(iii) In the event the Agreement is terminated under the external events listed above, the Agencies will reimburse Macquarie for the following costs incurred in accordance with the budgets:

(1) All External Costs actually incurred for Milestones that have reached Completion or are in progress; and

(2) In the case of termination due to Governmental Action, all Internal Costs (subject to the Internal Costs Liability Limitation) for the Milestones that have reached Completion.

6.2 Termination Notice

No termination of this Agreement is effective until written notice of such termination is provided by the terminating Party to the other Party including, if applicable, an opportunity and appropriate period to cure, and the Parties agree that no termination notice will be effective if the defaulting Party is working on an agreed remedial plan with respect to a particular default. Within 30 days of the effective date of termination, Macquarie shall deliver to the Agencies any Work Product of Macquarie as applicable relating to the Project.

7. **Work Product**

7.1 Ownership

All Work Product of Macquarie and its Subcontractors generated in the course of this Transaction and all copies thereof, shall become and remain the exclusive property of the Agencies upon Financial Close or upon the termination of this Agreement and payment by the Agencies of the applicable budget reimbursements. Macquarie shall be granted a non-exclusive license to use such Work Product after the transfer of ownership (subject to any lawful public disclosure requirements).

Prior to Financial Close or termination of this Agreement, all other Work Product, and all copies thereof, shall remain exclusively the property of Macquarie and its Subcontractors notwithstanding any delivery of copies thereof to the Agencies.

Macquarie may prepare one or more financial models in connection with this Agreement and/or the Project (“**Models**”). Such Models will be prepared solely for the Agencies’ use in connection with the Project. The Model, by itself, does not create any legal obligation or commitment unless and until included expressly within the Concession Agreement. The information contained in the Models will not be independently verified by Macquarie. Macquarie will retain all of its intellectual property rights in relation to the Models, including copyright and rights to confidential information, but excluding any Agency or other third party intellectual property rights. However, Macquarie will grant the Agencies a royalty free, perpetual, irrevocable license to use the Models. In particular, the Agencies may insert other variables or assumptions to consider alternative scenarios or outcomes. However, Macquarie will not be responsible for failure of a Model or for output errors resulting from incorrect or inappropriate inputs by Agencies. The Agencies may not use, reproduce or adapt any Model other than in relation to the Project, including all expansions thereto, without Macquarie’s prior written consent. In addition, data, outcomes and estimates and forecasts contained in or derived from Models shall only be disseminated beyond the Agencies’ directors, officers, employees and advisors of the Project in accordance with a joint and collaborative plan derived by the mutual cooperation of the parties. Macquarie does not represent that estimates or forecasts derived from any Model will actually be achieved or that the assumptions, variables and other inputs used in any Model are reasonable, reliable or accurate.

While the Models will be prepared in good faith, unless and until expressly included within the Concession Agreement, neither Macquarie nor any of its affiliates, nor their respective directors, officers, employees, advisors or agents, nor any other person, have made, or are making, any representation or warranty as to the completeness, accuracy, reliability or appropriateness of the Models or any of their respective contents or outputs, and no legal or other commitments or obligations shall arise by reason of the provision of the Models or their respective contents, or any outputs derived. Accordingly, neither Macquarie nor any of its affiliates, nor their respective directors, officers, employees, advisors or agents, nor any other person, shall

be liable for any direct or indirect or consequential loss suffered by any person as a result of relying on any statement in or omission from the Model or any other information provided in connection herewith.

The Models may contain forward-looking statements, forecasts, estimates, projections and opinions (“Forward Statements”). No representation is made or will be made that any Forward Statements will be achieved or will prove correct. Actual future results and operations could vary materially from the Forward Statements. Similarly no representation is given that the assumptions disclosed in the Models upon which Forward Statements may be based are reasonable. The Agencies acknowledge that circumstances may change and the contents of the Models may become outdated as a result.

In further consideration of Macquarie allowing the Agencies access to the Models and the information contained therein, the Agencies agree that The Agencies will make no claim, other than under the termination provisions of this Agreement, against Macquarie, its partners, employees or affiliates (collectively, the “Macquarie Parties”) that relates in any way to any Model, any information contained therein, or the Agencies’ access to any Model.

7.2 Confidential Information

Macquarie acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to the Agencies. Any and all information marked confidential, or identified as confidential in a separate writing, that the Agencies provide to Macquarie, its agents or Subcontractors or their employees in the performance of this Agreement or which otherwise constitutes Proprietary Work Product shall be deemed to be confidential information of the Agencies (“**Confidential Information**”). The Agencies are governed by the Utah Government Records Access Management Act, Title 63G, Chapter 2, Utah Code Ann. 1953, as amended (“**GRAMA**”). Any requests by Macquarie or its Subcontractors to classify any records as “protected” shall comply with GRAMA. In the event a classification is challenged, the party claiming such protected status shall bear the responsibility of supporting such classification. Confidential Information shall not include information that (a) is or becomes (other than by disclosure by the other Party) publicly known, (b) is furnished by the Party to others without restrictions similar to those imposed by this Agreement, (c) is rightfully in the other Party’s possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement, (d) is obtained from a source other than the Party without the obligation of confidentiality, (e) is disclosed with the written consent of the Party or (f) is independently developed by employees or agents of the other Party who can be shown to have had no access to the Confidential Information. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the other Party shall be treated with respect to confidentiality in the same manner as the Confidential Information.

7.3 Non-Disclosure

Macquarie agrees, and shall require its Subcontractors to agree, to hold Confidential Information in strict confidence, using at least the same degree of care that the Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than under this Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The Agencies sole obligation shall be to properly classify records as “protected” under GRAMA when so requested and when a protected classification is warranted. Macquarie agrees, and shall require its Subcontractors to agree, that, except as directed by the Agencies, neither Macquarie nor its Subcontractors will at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at the Agencies’ request, Macquarie, or its Subcontractors, will turn over to the Agencies all documents,

papers, and other matter in Macquarie's, or its Subcontractors, possession that embody Confidential Information; provided, however, the Agencies may not be able to return any documents unless permitted by GRAMA, applicable law and records retention policies and regulations and provided further that the Parties may retain Confidential Information as required by applicable law, regulation and the requirements of bona fide documentation policies.

8. Miscellaneous

8.1 Successors and Assigns

8.1.1 The Agreement may not be assigned by any Party except with the prior written consent of each other Party; provided that Macquarie may assign its rights and obligations hereunder to any affiliate of Macquarie that is participating in or formed for the purposes of participating in, the Project; provided, further that the obligations of the Agencies may be fulfilled through a separate legal entity or entities, as may be determined by legal counsel to best suit the Project. No Party may, except in accordance with the subcontracting provisions of this Agreement, delegate any of its obligations under this Agreement, without each other Party's prior written consent, and any attempt to do without such consent is null and void.

8.1.2 The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and their respective successors and permitted assigns, if any.

8.2 No Third Party Beneficiaries

Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8.3 Jurisdiction and Venue

Each of the Parties hereby (a) irrevocably consents to personal jurisdiction in the District Court of the State of Utah in Salt Lake County, or any Federal court sitting in the District of Utah, for the purposes of any suit, action or other proceeding arising out of this Agreement or any of the agreements or transactions referred to herein or contemplated hereby, which is brought by or against Macquarie, (b) waives any objection to venue with respect thereto, and (c) agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court, and that such courts shall have jurisdiction over any claims arising out of or relating to the Agreement or such agreements or transactions, and agrees not to commence any suit, action or proceeding arising out of or relating to the Agreement except in such courts.

8.4 Entire Agreement

This Agreement and the attached Appendices to this Agreement constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

8.5 Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

8.6 Amendments

This Agreement may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns.

8.7 Governing Law

This Agreement is made and delivered in the State of Utah and shall be governed by and construed in accordance with Utah laws without regard to any applicable conflicts of law provisions.

8.8 Dispute Resolution and Attorney's Fees

All disputes between the parties that arise out of or in connection with this Agreement or its interpretation, operation, breach, termination or cancellation shall be settled by means of negotiation between the parties or nonbinding mediation. If the parties cannot amicably settle any such dispute, then such dispute shall be resolved through the courts. Either party may exercise any legal right and remedy available to it, whether at law or in equity, to enforce any provision of this Agreement. In the event either party commences legal action to enforce any term of this Agreement, the prevailing party in such proceeding will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable costs and attorneys fees incurred in such proceeding from the other party.

8.9 Term

The term of this Agreement shall begin on the Agreement Date and remain in effect for a period of 30 months from the Agreement Date ("Term") unless terminated by either party as provided herein.

8.10 Authorization

The execution, delivery, and performance of this Agreement have been duly authorized by the persons required to give such authorization, and the undersigned has the complete and unrestricted power and authority to execute this Agreement on behalf of the Parties.

8.11 Severability

In the event that any provision of this Agreement is declared void, invalid or unenforceable by a regulatory agency, tribunal or court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect as if the offending provision were not contained herein, and the offending provision shall be replaced by a mutually acceptable and valid provision which comes closest to the intention of the parties underlying the offending provision. If the parties cannot reasonably agree on a replacement provision and the offending provision is material to the Agreement, either party may terminate the Agreement upon written Notice to the other party, without further obligation or liability.

8.12 Notice

Utah Telecommunication Open Infrastructure Agency (UTOPIA) PDA
FINAL SIGNATURE VERSION

All Notices or other communications given pursuant to this Agreement (herein, "**Notice**") shall be in writing. Notice shall be given by personal delivery with a signed acknowledgement of receipt; by United States mail or an established, commercial courier service, postage or delivery charge prepaid, return receipt requested; by electronic mail with confirmation copy sent by United States mail or an established courier service within 24 hours after the time and date of the electronic mail transmission; or by facsimile with a confirmation copy sent by United States mail or an established courier service within 24 hours after the time and date of the facsimile transmission. Notice shall be addressed to the person and address designated below:

If to UTOPIA:

Attention: Executive Director
Utah Telecommunication Open Infrastructure Agency
2175 South Redwood Road
West Valley City, Utah 84119

If to UIA:

Attention: CEO
Utah Infrastructure Agency
2175 South Redwood Road
West Valley City, Utah 84119

If sent to either of the Agencies, a copy (which shall not constitute Notice) shall also be sent to:

David J. Shaw
Kirton McConkie PC
2600 West Executive Parkway, Suite 400
Lehi, Utah 84043

If to Macquarie:

Nicholas Hann
Executive Director
Macquarie Capital Markets Canada Ltd.
Suite 2400, Bentali 5
550 Burrard Street, Box 38
Vancouver, BC V6C2B5 Canada

A Notice or other communication shall be deemed effective upon receipt or in the case of refusal to accept or inability to deliver the Notice or other communication, the earliest of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of Notice of refusal or Notice of non-delivery by the sending party. Either party may designate at any time any other address, e-mail or fax number in substitution of the foregoing by giving the other party ten (10) Days' written Notice, as provided herein, of the new address.

8.13 No Joint Venture, Partnership or Alter Ego; Independent Contractor

Nothing contained in this Agreement, any document executed in connection herewith or any other Agreement with any other party shall be construed as making the Parties joint partners, joint venturers or

alter egos of each other or any other entity. Macquarie shall at all times remain an independent contractor.

8.14 Notice, Confirmation of Force Majeure; Suspension of Performance

a. Notice. Upon giving written notice to the other Party, a Party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, and its cause and possible consequences. The Party claiming Force Majeure shall promptly notify the other party of the termination of such event.

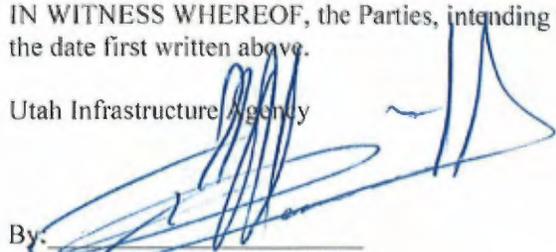
b. Confirmation. The Party invoking Force Majeure shall provide to the other Party confirmation of the existence of the circumstances constituting Force Majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute Force Majeure.

c. Suspension of Performance. During the period that the performance by one of the Parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other Party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

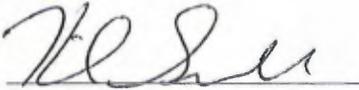
Utah Telecommunication Open Infrastructure Agency (UTOPIA) PDA
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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date first written above.

Utah Infrastructure Agency

By: 
Name: Todd Marriott
Title: CEO

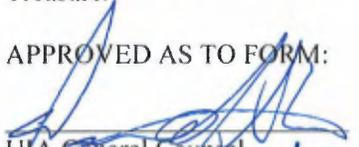
ATTEST:


Secretary

APPROVED AS TO FINANCES:


Treasurer

APPROVED AS TO FORM:


UTA General Counsel

Utah Telecommunication Open Infrastructure Agency

By: 
Name: Todd Marriott
Title: Executive Director

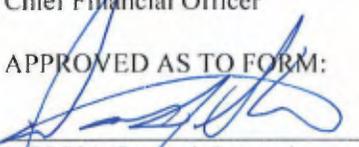
ATTEST:


Secretary

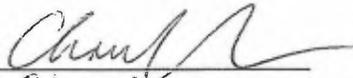
APPROVED AS TO FINANCES:


Chief Financial Officer

APPROVED AS TO FORM:


UTOPIA General Counsel

Macquarie Infrastructure Developments, LLC ("Macquarie")

By: 
Name: Christopher Joyce
Title: Attorney In Fact

By: 
Name: Nick Butcher
Title: Attorney In Fact

EXHIBIT A

The Network is anticipated to pass approximately [153,000] addresses (including homes, businesses and other facilities) in all or a participating subset of the following Utah municipalities:

- Brigham City;
- Centerville;
- Layton;
- Lindon;
- Midvale;
- Murray;
- Orem;
- Payson;
- Perry;
- Tremonton; and
- West Valley City.

(collectively "Member Cities")

APPENDIX A

Milestone 2, 3 and 4

1.1 Milestone 2 – Negotiation of Terms

Milestone 2 Scope

- Parties will refine the scope undertaken in Milestone 1 and finalize the Project scope with respect to:
 - Scope of the network infrastructure buildout
 - Scale of the buildout to Member City Addresses which shall provide network connectivity to a defined percentage of Member City Addresses
 - Approach to curb-to-home construction
 - Inclusion or exclusion of a wireless licensed tower network and/or a licensed and/or unlicensed wireless mesh overlay above the fiber network
 - All Network technical specifications set forth to ensure compliance, at a minimum, with current Network service level agreements, interoperability and carrier class reliability (minimum 99.99% standard)
 - Scope of operational Role and Responsibilities for all Parties
 - Roles and Responsibilities to be clearly defined in draft Concession Agreement term sheet
 - Division of operations, maintenance and refresh functions between Macquarie, the Wholesale Service Provider and the Agencies
 - Coordination of qualifications-based design-build (DB) contractor process
 - Preparation of request for qualifications (RFQ) to solicit qualifications-based proposals from selected DB contractors
 - Identification of evaluation criteria and framework for RFQ responses
 - Selection of preferred DB contractor(s) to participate in best value process to deliver binding, fixed price DB Contract bids
 - Parties to negotiate and agree detailed commercial and legal Project terms
 - Macquarie will engage all necessary consultants to assist in reasonably progressing the commercial, technical and legal workstreams for the Project
 - Technical Consultant to assist in the preparation and evaluation of the RFQ and RFQ responses
 - Legal advisers to develop detailed term sheets for the Concession Agreement and, if required, advise potential capital providers on the financing plan for the Project;
- Macquarie will develop a complete financing plan for the Project and secure indications of interest and preliminary term sheets from prospective lenders
 - Net financial impact to Member Cities
- Macquarie will update its financial model to incorporate revised assumptions and inputs based on the conclusion from the Milestone 2 Workplan
 - Quantification of the maximum Utility Fee required
 - Net financial impact to the Agencies

Milestone 2 Deliverables

- Final Project scope and Roles & Responsibilities for all Parties
- Full Term Sheet for the Concession Agreement

- Selection of preferred DB contractor(s)
- Financing plan for the Project and term sheets from lenders
- Scope, deliverables and timeline for the subsequent Milestone
- Updated budget for the subsequent Milestone
- Draft Proposal with the proposed Utility Fee and a summary of the net financial impact on the Agencies

1.2 Milestone 3 – Commercial Close

Milestone 3 Scope

- Parties to work collaboratively with the preferred DB Contractor(s) to develop the commercial, legal and technical terms of the DB Contract, including, but not limited to:
 - Capital cost estimate and construction schedule
 - Final network design
 - Commercial and legal terms including security package and interface of the DB Contract with the Concession Agreement
- Evaluation of the DB Contract bids and execution of the DB Contract, subject to the Project reaching Financial Close
- Macquarie will engage all necessary consultants to assist in reasonably progressing the commercial, technical and legal workstreams for the Project
 - Legal, technical and insurance advisers if required by potential capital providers for the Project
 - Legal adviser to progress term sheets to full agreements
 - Accounting and tax adviser to review, develop and propose an appropriate structure for the Project
- Macquarie will update the financing plan for the Project and assist lenders with due diligence
 - If required, Macquarie will secure initial rating assessments from one or more rating agencies
- Macquarie will update its financial model to incorporate revised assumptions and inputs based on the conclusion from the Milestone 3 Workplan
 - Quantification of the maximum Utility Fee required
 - Net financial impact to the Agencies

Milestone 3 Deliverables

- Binding fixed price DB Contract bids
- Finalized DB Contract
- Initial audit of the financial model
- Final Proposal to the Agencies including detailed Concession Agreement term sheet and agreed committed Availability Payment, and corresponding required utility fee)
 - Note that the Availability Payment would be subject to adjustment for changes in market interest rates and potentially certain other pre-agreed adjustment factors)
- Debt financing commitment letters and term sheets (note that debt commitments at this stage may still have certain contingencies such as finalization of due diligence)
- Scope, deliverables and timeline for the subsequent Milestone
- Updated budget for the subsequent Milestone

1.3 Milestone 4 - Financial Close

Milestone 4 Scope

- Finalize and execute definitive agreement(s) with the Agencies
- Finalize Financial Model and undertake subsequent third-party Model Audit
- Completion of lender due diligence and definitive loan agreement (between ProjectCo and its lenders)

Milestone 4 Deliverables

- Fully executed Concession Agreement and associated documentation
- Fully executed Definitive Loan Agreement and associated documentation between ProjectCo and its lenders
- Third-party audited Financial Model

I 4. Review and Action — Utah Infrastructure Agency Assessments

(30 minutes)

On February 27, 2013 the City Council approved Resolution #2013-5-R authorizing payment of monthly operations expenses (OpEx) assessment loans to the Utah Infrastructure Agency (UIA) in order to eliminate such expenses from being funded by UIA bond proceeds. The loans are to be repaid to Lindon with interest. Per the Council's direction, progress reports will be presented and reviewed prior to authorizing payment of additional assessments. The Council will review UIA/UTOPIA performance reports and give staff direction in regards to whether payment of assessment invoices received for the months of November and December of 2013 in the amount of \$10,169.00 per month should be made. The assessments have been budgeted for the 2013-14 fiscal year.

Presenting Staff: Adam Cowie, City Administrator

UIA has was able to make sufficient revenues to cover OpEx payments during the months of July, August, and September and therefore Lindon was not invoiced for any assessments during those months. However, this occurred due to one-time revenue opportunities. The OpEx payments are therefore expected to continue for several years per the original proposed plan reviewed in February of 2013. Lindon has paid its assessment for October 2013, but the November and December 2013 payments are still pending. Due to new deployment and distribution of assets, Lindon's OpEx assessment was been reduced by \$993.00 from our original monthly assessment amount paid in spring 2013.

Besides weekly status reports for new sign-ups (which have shown a recent decrease in subscribers), *no new performance information is available since the Council last reviewed this item in late November*. Based on previously reviewed materials UTOPIA appears to be slowly increasing total number of subscribers – and meeting general expectations for growth based on the plan that was presented last February.

Per the Council's inquiry in our last discussion, Staff has been informed that no negative outcome or penalty to those member cities that have not participated in OpEx has occurred.

Please see the attached graphs and information regarding performance of the organization as of last fall. We will discuss in detail during the meeting.

Sample Motion: I move to (authorize, not authorize) the City to pay the UIA OpEx assessments as invoiced for the months of November and December of 2013.

**UIA
Stimulus Utilization (Sweet Spot)**

	Total Borrow	Bond Closes By: 04/01/13	01/01/14
Construction	10,131,711	7,858,114	2,273,597
Installs	7,120,200	1,724,400	5,395,800
Stimulus Match	2,900,000	2,900,000	-
Electronics	2,000,000	1,000,000	1,000,000
Cap Interest	1,030,738	623,664	407,074
Opex	-	-	-
COI	753,387	376,694	376,694
Total	23,936,036	14,482,871	9,453,165

Interest Term	6.0% 20
65,000,000	Authorized
29,500,000	Bonded to Date
35,500,000	Balance Available
11,565,469	Authorization Remaining

DRAFT

Payment	171,485	103,760	67,725
Phase II Revenue	315,712	(A)	
Contribution to OPEX	144,227		
MAX REDUCTION to Oper Shortfall	144,227		

Sales / Day	Subs	Revenue	ARPU
2.20 Biz	1,144	217,360	\$ 190.00
3.94 Res	2,049	98,352	\$ 48.00
6.14 Total	3,193	315,712	\$ 98.88

52 Weeks
2 Years
520 Week Days

(A) Revenue reaches maturity in April 2016, 3 years into the project

Assumes Bonding Closes March 31, 2013 and December 30, 2013				
	Revenue	Debt Serv	Variance	Cumm Var
Feb-13				
Mar-13				
Apr-13	14,420	-	14,420	14,420
May-13	19,290	-	19,290	33,710
Jun-13	24,160	-	24,160	57,870
Jul-13	29,030	-	29,030	86,900
Aug-13	36,180	-	36,180	123,080
Sep-13	44,850	-	44,850	167,930
Oct-13	53,378	-	53,378	221,308
Nov-13	62,666	-	62,666	283,974
Dec-13	72,714	-	72,714	356,688
Jan-14	84,140	103,760	(19,620)	337,068
Feb-14	94,948	103,760	(8,812)	328,256
Mar-14	107,656	103,760	3,896	332,153
Apr-14	119,414	103,760	15,654	347,807
May-14	131,854	103,760	28,094	375,901
Jun-14	145,292	103,760	41,532	417,433
Jul-14	158,492	103,760	54,732	472,165
Aug-14	170,362	103,760	66,602	538,768
Sep-14	184,750	103,760	80,990	619,758
Oct-14	197,048	171,485	25,563	645,321
Nov-14	210,248	171,485	38,763	684,083
Dec-14	223,828	171,485	52,343	736,426
Jan-15	236,838	171,485	65,353	801,779
Feb-15	244,836	171,485	73,351	875,130
Mar-15	254,116	171,485	82,631	957,761
Apr-15	261,876	171,485	90,391	1,048,152
May-15	271,014	171,485	99,529	1,147,680
Jun-15	279,392	171,485	107,907	1,255,587
Jul-15	287,342	171,485	115,857	1,371,444
Aug-15	292,632	171,485	121,147	1,492,591
Sep-15	297,352	171,485	125,867	1,618,458
Oct-15	301,882	171,485	130,397	1,748,854
Nov-15	305,604	171,485	134,119	1,882,973
Dec-15	308,946	171,485	137,461	2,020,434
Jan-16	310,768	171,485	139,283	2,159,717
Feb-16	312,448	171,485	140,963	2,300,680
Mar-16	314,080	171,485	142,595	2,443,274
Apr-16	315,712	171,485	144,227	2,587,501
May-16	315,712	171,485	144,227	2,731,728
Jun-16	315,712	171,485	144,227	2,875,955
Jul-16	315,712	171,485	144,227	3,020,182

250,000		% Based on all 9 UIA Cities (as proposed in Board Meeting)															
Original Shortfall	UTOPIA Reductions	City Sharing	Net	New Revenues	Balance Short	3.91% Brigham	6.88% C-Ville	12.63% Layton	4.96% Lindon	6.54% Midvale	15.83% Murray	23.85% Orem	5.60% Payson	0.00% Perry	0.00% Trem	19.80% W Valley	100% Total
Feb-13	250,000	(24,750)	225,250		225,250	8,814	15,498	28,453	11,162	14,723	35,647	53,721	12,622	-	-	44,610	225,250
Mar-13	250,000	(29,250)	220,750		220,750	8,637	15,189	27,884	10,939	14,429	34,934	52,648	12,370	-	-	43,719	220,750
Apr-13	250,000	(32,950)	217,050		217,050	8,493	14,934	27,417	10,756	14,187	34,349	51,765	12,162	-	-	42,986	217,050
May-13	250,000	(32,950)	217,050		217,050	8,493	14,934	27,417	10,756	14,187	34,349	51,765	12,162	-	-	42,986	217,050
Jun-13	250,000	(43,050)	206,950		206,950	8,098	14,239	26,141	10,256	13,527	32,751	49,356	11,596	-	-	40,986	206,950
Jul-13	250,000	(43,050)	206,950		206,950	8,098	14,239	26,141	10,256	13,527	32,751	49,356	11,596	-	-	40,986	206,950
Aug-13	250,000	(43,050)	206,950		206,950	8,098	14,239	26,141	10,256	13,527	32,751	49,356	11,596	-	-	40,986	206,950
Sep-13	250,000	(43,050)	206,950		206,950	8,098	14,239	26,141	10,256	13,527	32,751	49,356	11,596	-	-	40,986	206,950
Oct-13	250,000	(43,050)	206,950		206,950	8,098	14,239	26,141	10,256	13,527	32,751	49,356	11,596	-	-	40,986	206,950
Nov-13	250,000	(43,050)	206,950		206,950	8,098	14,239	26,141	10,256	13,527	32,751	49,356	11,596	-	-	40,986	206,950
Dec-13	250,000	(43,050)	206,950		206,950	8,098	14,239	26,141	10,256	13,527	32,751	49,356	11,596	-	-	40,986	206,950
Jan-14	250,000	(43,050)	206,950		206,950	8,098	14,239	26,141	10,256	13,527	32,751	49,356	11,596	-	-	40,986	206,950
Feb-14	250,000	(43,050)	206,950		206,950	8,098	14,239	26,141	10,256	13,527	32,751	49,356	11,596	-	-	40,986	206,950
Mar-14	250,000	(43,050)	206,950	3,896	203,054	7,945	13,971	25,649	10,062	13,273	32,134	48,427	11,378	-	-	40,214	203,054
Apr-14	250,000	(43,050)	206,950	15,654	191,296	7,485	13,162	24,164	9,480	12,504	30,273	45,623	10,719	-	-	37,886	191,296
May-14	250,000	(43,050)	206,950	28,094	178,856	6,998	12,306	22,592	8,863	11,691	28,305	42,656	10,022	-	-	35,422	178,856
Jun-14	250,000	(43,050)	206,950	41,532	165,418	6,472	11,382	20,895	8,197	10,813	26,178	39,451	9,269	-	-	32,761	165,418
Jul-14	250,000	(43,050)	206,950	54,732	152,218	5,956	10,473	19,228	7,543	9,950	24,089	36,303	8,529	-	-	30,146	152,218
Aug-14	250,000	(43,050)	206,950	66,602	140,348	5,492	9,657	17,728	6,955	9,174	22,211	33,472	7,864	-	-	27,796	140,348
Sep-14	250,000	(43,050)	206,950	80,990	125,960	4,929	8,667	15,911	6,242	8,233	19,934	30,041	7,058	-	-	24,946	125,960
Oct-14	250,000	(43,050)	206,950	99,529	107,421	7,097	12,480	22,912	8,989	11,856	28,705	43,260	10,164	-	-	35,923	107,421
Nov-14	250,000	(43,050)	206,950	115,712	91,238	6,581	11,572	21,245	8,355	10,994	26,616	40,112	9,424	-	-	33,309	91,238
Dec-14	250,000	(43,050)	206,950	134,119	72,831	6,049	10,638	19,529	7,662	10,106	24,467	36,873	8,663	-	-	30,620	72,831
Jan-15	250,000	(43,050)	206,950	152,165	54,732	5,540	9,743	17,886	7,017	9,255	22,408	33,770	7,934	-	-	28,043	54,732
Feb-15	250,000	(43,050)	206,950	170,362	38,763	5,227	9,192	16,876	6,621	8,733	21,143	31,863	7,486	-	-	26,459	38,763
Mar-15	250,000	(43,050)	206,950	187,187	28,094	4,864	8,554	15,704	6,161	8,126	19,674	29,649	6,966	-	-	24,621	28,094
Apr-15	250,000	(43,050)	206,950	203,054	15,654	4,561	8,020	14,723	5,776	7,619	18,446	27,799	6,531	-	-	23,084	15,654
May-15	250,000	(43,050)	206,950	217,050	11,572	4,203	7,391	13,569	5,323	7,022	17,000	25,619	6,019	-	-	21,275	11,572
Jun-15	250,000	(43,050)	206,950	231,854	10,743	3,875	6,815	12,511	4,908	6,474	15,674	23,621	5,550	-	-	19,615	10,743
Jul-15	250,000	(43,050)	206,950	244,836	9,424	3,564	6,268	11,507	4,514	5,954	14,416	21,725	5,104	-	-	18,041	9,424
Aug-15	250,000	(43,050)	206,950	254,116	8,126	3,357	5,904	10,838	4,252	5,609	13,579	20,464	4,808	-	-	16,993	8,126
Sep-15	250,000	(43,050)	206,950	261,876	7,017	3,173	5,579	10,242	4,018	5,300	12,832	19,338	4,543	-	-	16,058	7,017
Oct-15	250,000	(43,050)	206,950	268,856	6,242	2,995	5,267	9,670	3,794	5,004	12,115	18,258	4,290	-	-	15,161	6,242
Nov-15	250,000	(43,050)	206,950	273,351	5,492	2,850	5,011	9,200	3,609	4,761	11,526	17,370	4,081	-	-	14,424	5,492
Dec-15	250,000	(43,050)	206,950	277,342	4,428	2,719	4,781	8,778	3,444	4,542	10,997	16,573	3,894	-	-	13,762	4,428
Jan-16	250,000	(43,050)	206,950	280,994	3,896	2,648	4,656	8,547	3,353	4,423	10,709	16,138	3,792	-	-	13,401	3,896
Feb-16	250,000	(43,050)	206,950	283,974	3,378	2,582	4,540	8,335	3,270	4,313	10,443	15,738	3,698	-	-	13,069	3,378
Mar-16	250,000	(43,050)	206,950	286,688	3,162	2,518	4,428	8,129	3,189	4,207	10,184	15,348	3,606	-	-	12,745	3,162
Apr-16	250,000	(43,050)	206,950	289,256	2,946	2,454	4,316	7,923	3,108	4,100	9,926	14,959	3,515	-	-	12,422	2,946
May-16	250,000	(43,050)	206,950	291,758	2,729	2,454	4,316	7,923	3,108	4,100	9,926	14,959	3,515	-	-	12,422	2,729
Jun-16	250,000	(43,050)	206,950	294,182	2,511	2,454	4,316	7,923	3,108	4,100	9,926	14,959	3,515	-	-	12,422	2,511
Jul-16	250,000	(43,050)	206,950	296,500	2,294	2,454	4,316	7,923	3,108	4,100	9,926	14,959	3,515	-	-	12,422	2,294

UTOPIA / UIA WEEKLY PERFORMANCE

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
ADID OVERVIEW	11/10/2013	11/11/2013	11/12/2013	11/13/2013	11/14/2013	11/15/2013	11/16/2013
ADID Count	11317	11318	11325	11325	11330	11332	11332
Activations	0	1	8	3	6	5	8
Deacts	0	0	1	3	1	3	8
Net	0	1	7	0	5	2	0

Weekly Total	Month to Date
	11332
31	94
16	57
15	37

REVENUE NET CHANGE	11/10/2013	11/11/2013	11/12/2013	11/13/2013	11/14/2013	11/15/2013	11/16/2013
BIZ	\$0.00	\$0.00	\$511.00	(\$301.00)	\$675.00	(\$8.00)	\$261.80
RES	\$0.00	\$23.00	\$81.00	(\$87.00)	\$138.00	\$64.00	(\$52.00)
NET MRC	\$0.00	\$23.00	\$592.00	(\$388.00)	\$813.00	\$56.00	\$209.80

Weekly Total	Month to Date
\$1,138.80	\$6,142.80
\$167.00	(\$104.07)
\$1,305.80	\$6,038.73

CUMULUATIVE REVENUE	11/10/2013	11/11/2013	11/12/2013	11/13/2013	11/14/2013	11/15/2013	11/16/2013
BIZ	\$337,342.95	\$337,342.95	\$337,853.95	\$337,552.95	\$338,227.95	\$338,219.95	\$338,481.75
RES	\$270,215.63	\$270,238.63	\$270,319.63	\$270,232.63	\$270,370.63	\$270,434.63	\$270,382.63
Grand Total	\$607,558.58	\$607,581.58	\$608,173.58	\$607,785.58	\$608,598.58	\$608,654.58	\$608,864.38

CITY GROUP	11/10/2013	11/11/2013	11/12/2013	11/13/2013	11/14/2013	11/15/2013	11/16/2013
BRIGHAM CITY	\$0.00	\$0.00	\$23.00	\$23.00	\$23.00	\$23.00	\$75.00
CENTERVILLE	\$0.00	\$0.00	\$23.00	\$0.00	\$23.00	\$52.00	\$23.00
LAYTON	\$0.00	\$0.00	\$58.00	\$0.00	\$275.00	\$0.00	\$0.00
LINDON	\$0.00	\$0.00	\$23.00	\$52.00	\$0.00	\$35.00	\$554.00
MIDVALE	\$0.00	\$0.00	\$4.00	\$81.00	\$0.00	\$0.00	\$80.00
MURRAY	\$0.00	\$0.00	\$35.00	\$75.00	\$23.00	\$17.00	\$35.00
OREM	\$0.00	\$23.00	\$42.00	\$389.00	\$1,019.00	\$105.00	\$89.00
OTHER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$984.80
PAYSON	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PERRY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TREMONTON	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.00
WEST VALLEY CITY	\$0.00	\$0.00	\$500.00	\$80.00	\$0.00	\$32.00	\$0.00
NET MRC	\$0.00	\$23.00	\$592.00	(\$388.00)	\$813.00	\$56.00	\$209.80

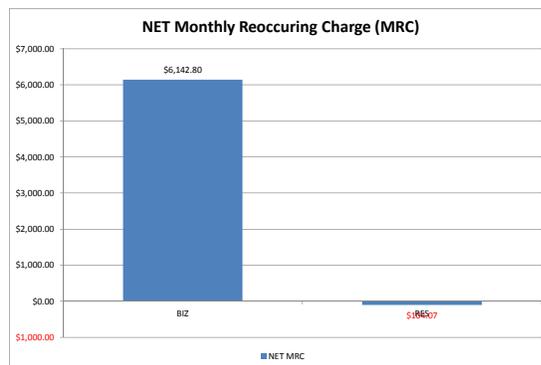
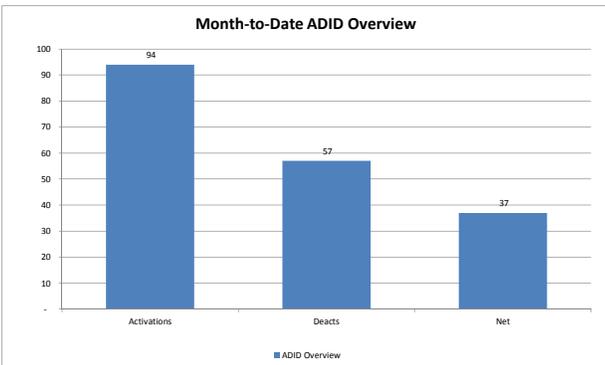
Weekly Total	Month to Date
\$29.00	\$233.00
\$17.00	\$202.00
\$217.00	\$14.00
\$664.00	(\$614.00)
\$5.00	\$340.00
\$81.00	\$1,521.93
\$711.00	\$1,837.00
\$984.80	\$984.80
\$0.00	(\$14.00)
\$0.00	\$670.00
\$35.00	(\$105.00)
\$452.00	\$969.00
\$1,305.80	\$6,038.73

DAILY ACTIVITY SERVICE PROVIDER PERFORMANCE

Service Provider	11/10/2013	11/11/2013	11/12/2013	11/13/2013	11/14/2013	11/15/2013	11/16/2013
1Wire Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alpine School District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beehive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beeline Digital	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Box Elder County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Brigham.net	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTRACOM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Echostar Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ELSINORE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fibernet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
First Digital	\$0.00	\$250.00	\$0.00	\$0.00	\$25.00	\$0.00	\$0.00
InfoWest	\$0.00	\$0.00	(\$52.00)	\$0.00	(\$75.00)	\$0.00	\$0.00
Integra	\$0.00	\$250.00	\$0.00	\$950.00	\$0.00	\$0.00	\$0.00
Mozy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Municipality	\$0.00	\$7.00	\$0.00	\$0.00	\$7.00	(\$43.00)	\$0.00
SenaWave	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spectrum Fiber	\$0.00	\$0.00	(\$639.00)	\$0.00	\$0.00	\$0.00	\$0.00
Sumo	\$23.00	\$4.00	\$81.00	\$46.00	(\$23.00)	(\$23.00)	\$0.00
SYRINGA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telesphere	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
University of Utah - RC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UOUI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$984.80	\$0.00
Utah Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utah Department of Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utah Valley University	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UTOPIA	\$0.00	\$0.00	\$159.00	\$0.00	\$0.00	\$0.00	\$0.00
Veracity	\$0.00	(\$58.00)	\$40.00	(\$229.00)	(\$75.00)	(\$600.00)	\$0.00
Voonami	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Web Wave	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WINDSTREAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
XMission	\$0.00	\$139.00	\$23.00	\$46.00	\$197.00	(\$109.00)	\$0.00

Weekly Total	Month to Date
\$0.00	\$352.00
\$0.00	\$0.00
\$0.00	\$92.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$192.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$275.00	\$600.00
(\$127.00)	(\$579.07)
\$1,200.00	\$1,200.00
\$0.00	\$0.00
(\$29.00)	(\$15.00)
\$0.00	\$25.00
(\$639.00)	(\$639.00)
\$108.00	\$692.00
\$0.00	\$1,500.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$984.80	\$984.80
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$159.00	\$783.00
(\$922.00)	(\$436.00)
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$350.00
\$296.00	\$1,007.00

Total	\$1,305.80	\$6,038.73
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UTOPIA / UIA WEEKLY PERFORMANCE

ADID OVERVIEW	Sun 12/1/2013	Mon 12/2/2013	Tue 12/3/2013	Wed 12/4/2013	Thu 12/5/2013	Fri 12/6/2013	Sat 12/7/2013
ADID Count	11302	11302	11302	11300	11299	11284	11198
Activations	0	0	8	8	9	8	5
Deacts	0	0	8	10	10	23	91
Net	0	0	0	-2	-1	-15	-86

Date Range Total	Month to December 7th
38	11198
142	142
-104	-104

REVENUE NET CHANGE	12/1/2013	12/2/2013	12/3/2013	12/4/2013	12/5/2013	12/6/2013	12/7/2013
BIZ	\$0.00	\$0.00	(\$350.00)	\$145.00	\$767.00	\$909.00	(\$1,652.00)
RES	\$40.00	\$0.00	\$92.00	(\$84.00)	(\$420.00)	(\$36.07)	\$58.00
NET MRC	\$40.00	\$0.00	(\$258.00)	\$61.00	\$347.00	\$872.93	(\$1,594.00)

Date Range Total	Month to December 7th
\$181.00	(\$181.00)
\$350.07	(\$350.07)
\$531.07	\$531.07

CUMULUATIVE REVENUE	12/1/2013	12/2/2013	12/3/2013	12/4/2013	12/5/2013	12/6/2013	12/7/2013
BIZ	\$338,323.75	\$338,323.75	\$337,973.75	\$338,118.75	\$338,885.75	\$339,794.75	\$338,142.75
RES	\$270,352.63	\$270,352.63	\$270,444.63	\$270,360.63	\$269,940.63	\$269,904.56	\$269,962.56
Grand Total	\$608,676.38	\$608,676.38	\$608,418.38	\$608,479.38	\$608,826.38	\$609,699.31	\$608,105.31

CITY GROUP	12/1/2013	12/2/2013	12/3/2013	12/4/2013	12/5/2013	12/6/2013	12/7/2013
BRIGHAM CITY	\$52.00	\$0.00	\$0.00	\$104.00	\$258.00	\$23.00	\$0.00
CENTERVILLE	\$0.00	\$0.00	\$250.00	\$0.00	\$46.00	\$0.00	\$12.00
LAYTON	\$0.00	\$0.00	\$23.00	\$23.00	\$0.00	\$0.00	\$7.00
LINDON	\$0.00	\$0.00	\$12.00	\$35.00	\$42.00	\$112.07	\$0.00
MIDVALE	\$0.00	\$0.00	\$0.00	\$190.00	\$0.00	\$0.00	\$450.00
MURRAY	\$12.00	\$0.00	\$55.00	\$121.00	\$38.00	\$430.00	\$23.00
OREM	\$0.00	\$0.00	\$11.00	\$28.00	\$0.00	\$578.00	\$806.00
OTHER	\$0.00	\$0.00	\$0.00	\$200.00	\$286.00	\$0.00	\$480.00
PAYSON	\$0.00	\$0.00	\$23.00	\$23.00	\$0.00	\$0.00	\$0.00
PERRY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TREMONTON	\$0.00	\$0.00	\$70.00	\$80.00	\$0.00	\$0.00	\$0.00
WEST VALLEY CITY	\$0.00	\$0.00	\$0.00	\$17.00	\$361.00	\$0.00	\$100.00
NET MRC	\$40.00	\$0.00	(\$258.00)	\$61.00	\$347.00	\$872.93	(\$1,594.00)

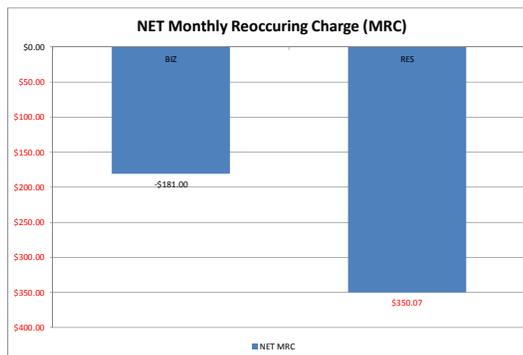
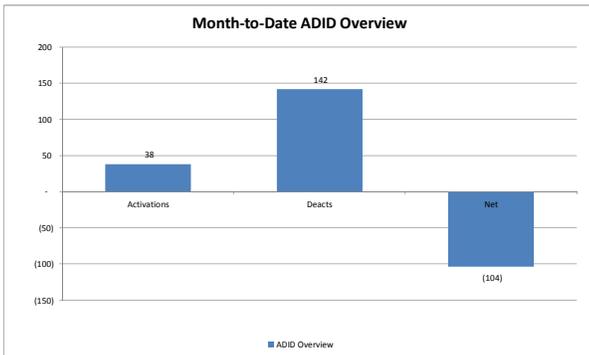
Date Range Total	Month to December 7th
\$333.00	(\$333.00)
\$284.00	(\$284.00)
\$53.00	\$53.00
\$117.07	(\$117.07)
\$260.00	(\$260.00)
\$227.00	\$227.00
\$211.00	(\$211.00)
\$6.00	\$6.00
\$46.00	(\$46.00)
\$0.00	\$0.00
\$10.00	(\$10.00)
\$444.00	\$444.00
\$531.07	\$531.07

DAILY ACTIVITY SERVICE PROVIDER PERFORMANCE

Service Provider	12/1/2013	12/2/2013	12/3/2013	12/4/2013	12/5/2013	12/6/2013	12/7/2013
1Wire Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$4.00)
Alpine School District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beehive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beeline Digital	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Box Elder County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Brigham.net	\$52.00	\$0.00	\$0.00	(\$104.00)	(\$131.00)	\$0.00	\$0.00
CENTRACOM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Echostar Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ELSINORE	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$20.00	\$0.00
Fibernet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
First Digital	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00
InfoWest	\$0.00	\$0.00	(\$35.00)	(\$23.00)	\$0.00	(\$52.00)	\$0.00
Integra	\$0.00	\$0.00	\$0.00	(\$80.00)	\$0.00	\$0.00	\$0.00
Mozy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Municipality	\$0.00	\$0.00	\$0.00	\$7.00	\$7.00	\$0.00	\$7.00
SenaWave	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spectrum Fiber	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$380.00)
Sumo	(\$12.00)	\$0.00	\$116.00	\$85.00	\$0.00	\$0.00	\$0.00
SYRINGA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$0.00
Telesphere	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UEN	\$0.00	\$0.00	\$0.00	\$0.00	\$154.00	\$0.00	\$0.00
University of Utah - RC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UOUI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utah Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utah Department of Transport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utah Valley University	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UTOPIA	\$0.00	\$0.00	\$0.00	\$0.00	\$132.00	\$0.00	\$0.00
Veracity	\$0.00	\$0.00	(\$385.00)	(\$141.00)	\$204.00	\$419.93	\$310.00
Voonami	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Web Wave	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WINDSTREAM	\$0.00	\$0.00	\$0.00	\$250.00	\$150.00	\$0.00	(\$480.00)
XMission	\$0.00	\$0.00	\$46.00	(\$133.00)	(\$189.00)	(\$265.00)	(\$1,047.00)

Date Range Total	Month to December 7th
(\$4.00)	(\$4.00)
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
(\$183.00)	(\$183.00)
\$0.00	\$0.00
\$0.00	\$0.00
\$40.00	\$40.00
\$0.00	\$0.00
\$200.00	\$200.00
(\$110.00)	(\$110.00)
(\$80.00)	(\$80.00)
\$0.00	\$0.00
\$21.00	\$21.00
\$0.00	\$0.00
(\$380.00)	(\$380.00)
\$189.00	\$189.00
\$750.00	\$750.00
\$0.00	\$0.00
\$154.00	\$154.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$132.00	\$132.00
\$407.93	\$407.93
\$0.00	\$0.00
\$0.00	\$0.00
(\$80.00)	(\$80.00)
(\$1,588.00)	(\$1,588.00)

Total	(\$531.07)	(\$531.07)
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UTOPIA / UIA WEEKLY PERFORMANCE

ADID OVERVIEW	Sun 12/15/2013	Mon 12/16/2013	Tue 12/17/2013	Wed 12/18/2013	Thu 12/19/2013	Fri 12/20/2013	Sat 12/21/2013
ADID Count	11222	11222	11238	11243	11237	11237	11249
Activations	1	0	16	7	5	1	13
Deacts	0	0	0	2	11	1	1
Net	1	0	16	5	-6	0	12

Date Range Total	Month to December 21st
43	11249
15	110
28	163
	-53

REVENUE NET CHANGE	12/15/2013	12/16/2013	12/17/2013	12/18/2013	12/19/2013	12/20/2013	12/21/2013
RES	\$27.00	\$0.00	\$155.00	\$100.00	(\$197.00)	\$0.00	\$278.00
BIZ	\$0.00	\$0.00	\$2,130.00	\$1,615.00	\$13.00	\$0.00	\$234.00
NET MRC	\$27.00	\$0.00	\$2,285.00	\$1,715.00	(\$184.00)	\$0.00	\$512.00

Date Range Total	Month to December 21st
\$363.00	\$135.93
\$3,992.00	\$2,858.00
\$4,355.00	\$2,993.93

CUMULUATIVE REVENUE	12/15/2013	12/16/2013	12/17/2013	12/18/2013	12/19/2013	12/20/2013	12/21/2013
BIZ	\$337,189.75	\$337,189.75	\$339,319.75	\$340,934.75	\$340,947.75	\$340,947.75	\$341,181.75
RES	\$270,112.56	\$270,112.56	\$270,267.56	\$270,367.56	\$270,170.56	\$270,170.56	\$270,448.56
Grand Total	\$607,302.31	\$607,302.31	\$609,587.31	\$611,302.31	\$611,118.31	\$611,118.31	\$611,630.31

CITY GROUP	12/15/2013	12/16/2013	12/17/2013	12/18/2013	12/19/2013	12/20/2013	12/21/2013
BRIGHAM CITY	\$27.00	\$0.00	\$0.00	\$20.00	\$108.00	\$0.00	\$23.00
CENTERVILLE	\$0.00	\$0.00	\$46.00	\$46.00	\$0.00	\$0.00	\$23.00
LAYTON	\$0.00	\$0.00	\$480.00	\$35.00	\$0.00	\$0.00	\$35.00
LINDON	\$0.00	\$0.00	\$1,300.00	\$0.00	\$47.00	\$0.00	\$12.00
MIDVALE	\$0.00	\$0.00	\$321.00	\$57.00	\$0.00	\$0.00	\$23.00
MURRAY	\$0.00	\$0.00	\$195.00	\$23.00	\$337.00	\$0.00	\$84.00
OREM	\$0.00	\$0.00	\$0.00	\$100.00	\$81.00	\$0.00	\$162.00
OTHER	\$0.00	\$0.00	\$0.00	\$1,025.00	\$0.00	\$0.00	\$0.00
PAYSON	\$0.00	\$0.00	\$85.00	\$23.00	\$35.00	\$0.00	\$0.00
PERRY	\$0.00	\$0.00	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00
TREMONTON	\$0.00	\$0.00	\$28.00	\$0.00	\$20.00	\$0.00	\$0.00
WEST VALLEY CITY	\$0.00	\$0.00	\$0.00	\$450.00	\$350.00	\$0.00	\$150.00
NET MRC	\$27.00	\$0.00	\$2,285.00	\$1,715.00	(\$184.00)	\$0.00	\$512.00

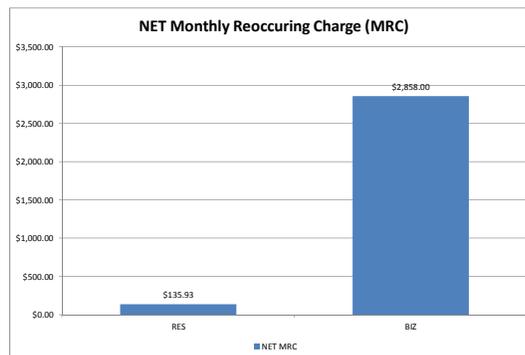
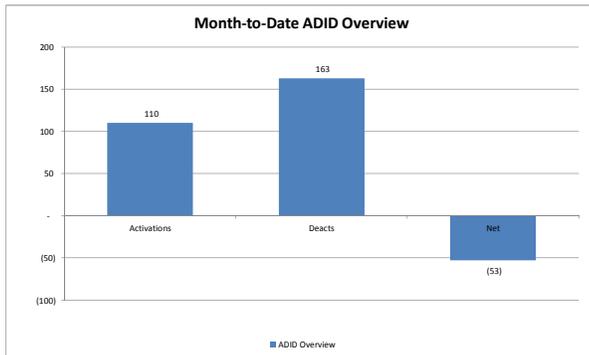
Date Range Total	Month to December 21st
\$38.00	(\$371.00)
\$115.00	\$175.00
\$480.00	(\$25.00)
\$1,359.00	\$1,241.93
\$287.00	\$111.00
\$35.00	\$510.00
\$181.00	(\$118.00)
\$1,025.00	\$81.00
\$97.00	(\$93.00)
\$120.00	\$120.00
\$8.00	(\$2.00)
\$950.00	\$1,364.00
\$4,355.00	\$2,993.93

DAILY ACTIVITY SERVICE PROVIDER PERFORMANCE

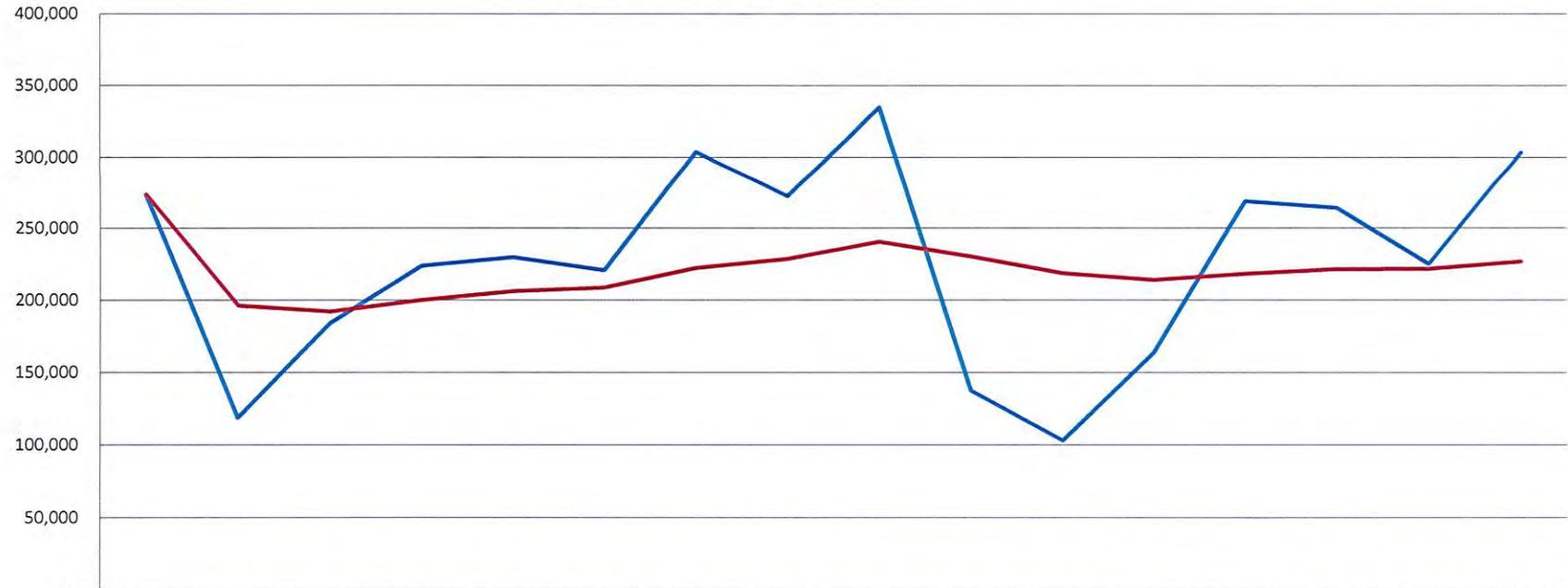
Service Provider	12/15/2013	12/16/2013	12/17/2013	12/18/2013	12/19/2013	12/20/2013	12/21/2013
1Wire Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alpine School District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beehive	\$0.00	\$0.00	\$0.00	\$23.00	\$0.00	\$0.00	\$0.00
Beeline Digital	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Box Elder County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Brigham.net	\$27.00	\$0.00	\$28.00	\$8.00	(\$106.00)	\$0.00	\$0.00
CENTRACOM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Echostar Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ELSINORE	\$0.00	\$0.00	\$160.00	\$0.00	\$0.00	\$0.00	\$0.00
Fibernet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
First Digital	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
InfoWest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Integra	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00
Mozy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Municipality	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SenaWave	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spectrum Fiber	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sumo	\$0.00	\$0.00	\$46.00	\$23.00	\$70.00	\$0.00	\$23.00
SYRINGA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telesphere	\$0.00	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	\$0.00
UEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
University of Utah - RC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UQUIT	\$0.00	\$0.00	(\$85.00)	\$0.00	\$0.00	\$0.00	\$0.00
Utah Broadband	\$0.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
Utah Department of Transportat	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utah Valley University	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UTOPIA	\$0.00	\$0.00	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00
Veracity	\$0.00	\$0.00	\$1,323.00	\$1,090.00	(\$278.00)	\$0.00	\$84.00
Voonami	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Web Wave	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WINDSTREAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
XMission	\$0.00	\$0.00	\$58.00	\$451.00	(\$220.00)	\$0.00	\$405.00

Date Range Total	Month to December 21st
\$0.00	\$80.00
\$0.00	\$0.00
\$23.00	\$46.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
(\$43.00)	(\$226.00)
\$0.00	\$0.00
\$0.00	\$0.00
\$160.00	\$280.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$200.00
\$0.00	(\$225.00)
\$350.00	\$270.00
\$0.00	\$0.00
\$0.00	\$56.00
\$0.00	\$0.00
\$0.00	(\$380.00)
\$162.00	\$567.00
\$0.00	\$750.00
\$275.00	\$275.00
\$0.00	\$154.00
\$0.00	\$0.00
(\$85.00)	(\$71.00)
\$480.00	(\$950.00)
\$0.00	\$0.00
\$0.00	\$0.00
\$120.00	\$238.00
\$2,219.00	\$2,465.93
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	(\$80.00)
\$694.00	(\$456.00)

Total	\$4,355.00	\$2,993.93
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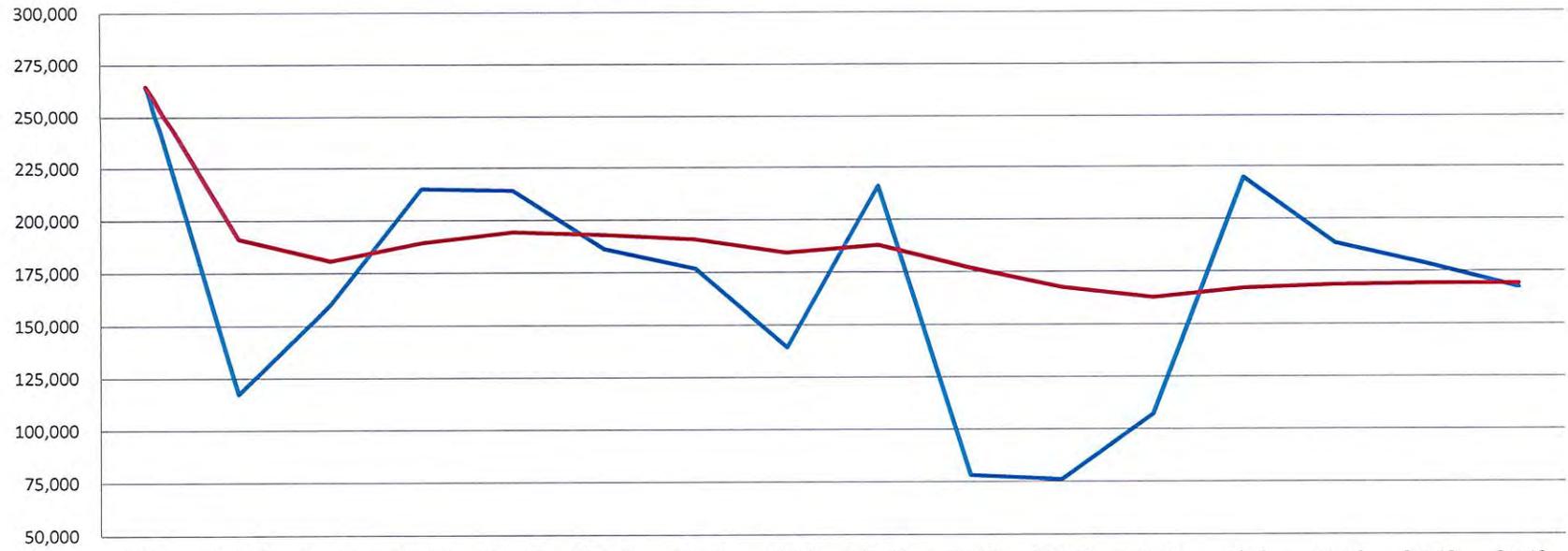


UTOPIA OPEX Shortfall



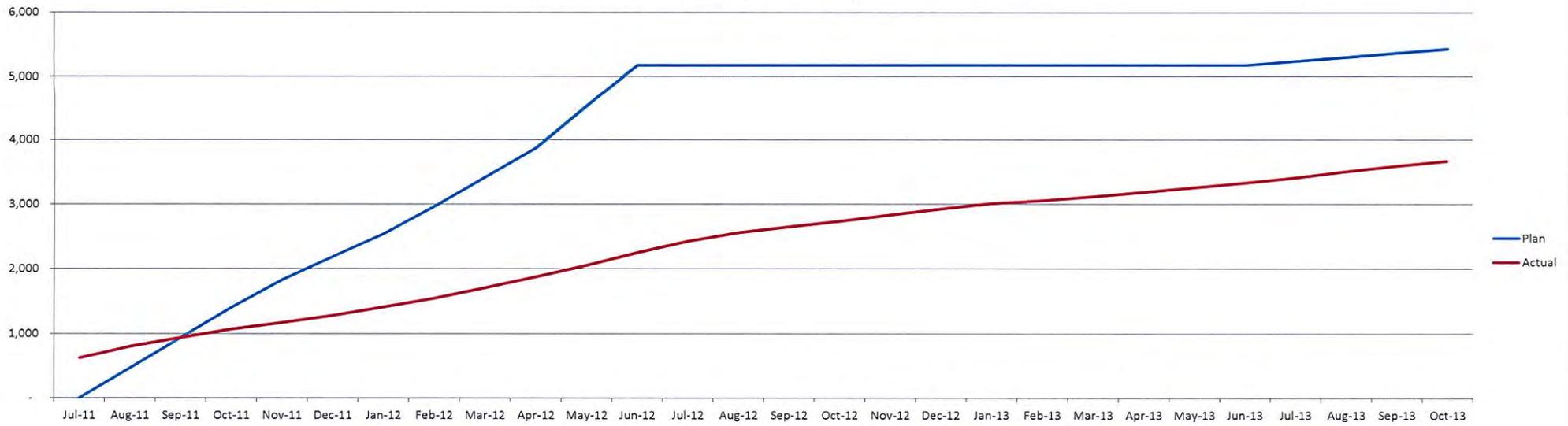
	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13
— Shortfall	273,397	118,809	184,145	223,726	229,538	220,525	303,555	272,036	334,922	137,293	102,799	163,445	268,348	263,681	224,543	302,965
— Rolling Average	273,397	196,103	192,117	200,019	205,923	208,357	221,957	228,217	240,073	229,795	218,250	213,683	217,888	221,159	221,384	226,483

UTOPIA Adj OPEX Shortfall (Excludes Litigation)



	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13
Adj Shortfall	264,686	117,382	159,748	215,065	214,223	186,184	176,673	139,155	216,003	77,918	75,969	107,129	219,702	188,271	178,296	167,246
Adj Rolling Average	264,686	191,034	180,605	189,220	194,221	192,881	190,566	184,139	187,680	176,704	167,546	162,511	166,910	168,436	169,094	168,978

UIA Subscriber Growth thru September 2013



	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	
Plan	-	469	938	1,407	1,834	2,186	2,538	2,961	3,414	3,867	4,523	5,179	5,179	5,179	5,179	5,179	5,179	5,179	5,179	5,179	5,179	5,179	5,179	5,179	5,179	5,243	5,306	5,369	5,432
Actual	624	802	938	1,066	1,169	1,279	1,411	1,546	1,706	1,873	2,053	2,249	2,423	2,559	2,646	2,731	2,829	2,921	3,003	3,049	3,113	3,181	3,255	3,327	3,406	3,503	3,587	3,666	

15. **Council Reports:**

(30 minutes)

- A) MAG, COG, UIA, Utah Lake, ULCT, Budget Committee - Jeff Acerson
- B) Public Works, irrigation/water, Buildings, Utah Valley Housing - Van Broderick
- C) Planning, BD of Adjustments, General Plan, Budget Committee - Matt Bean
- D) Parks & Recreation, Trails, Tree Board, Cemetery - *(vacant)*
- E) Administration, Com Center Board, Lindon Days, Chamber of Commerce - Randi Powell
- F) Public Safety, Court, Animal Control, Historic Commission, Budget Committee - Jacob Hoyt

16. Administrator's Report:

(20 minutes)

Misc Updates:

- Project Tracking List (see attached) - Anything you feel you need to review?
- Financial reports uploaded to Google Drive
- 2012-13 Audit Report still pending
- Mr. Lee – Storm water fee concerns
- Heritage Trail update: Phase 3 contract documents approve by UDOT to proceed with project (design engineering, right-of-way acquisition, etc.). Still working with PacifiCorp on dedication of easement.

Upcoming Meetings & Events:

- Newsletter Assignment: **Jake** - March newsletter article. *Due by last week in February.*
- Jan. 11th – ULCT newly elected officials training. Provo, Saturday, Jan 11th, 8am-1:30pm.
- Jan. 20th – MLK Holiday, offices closed.
- Jan. 29th – ULCT Local Officials Day at the Legislature. 7:30am-2:00pm. Utah Capitol/Lunch @ Salt Palace. Registration required if interested.
- Feb. 11th at Noon – Engineering Meeting at Public Works **Jeff, Van, ?**
- Feb. 27th at 6:00pm – Budget Kick-off Meeting & Dinner at City Center.

Future items:

- Policy Manual updates
- Ordinance updates for Council actions/procedures
- Fee and Utilities rate studies / review of active service military utility waivers
- Lindon Pumping Co. land – 725 E. 200 S., potential land sale/use by neighbor
- Planning Commission member vacancy

Adjourn

Board of Adjustment		
Applicant	Application Date	Meeting Date
Scott Farrer: Minimum Distance between offset roads	September 2013	Oct. 30; continued and subsequently withdrawn.
Lindon City: Bishops Storehouse Variance to Lot Size	January 2014	TBD

Annual Reviews				
APPLICATION NAME	APPLICATION DATE	APPLICANT INFORMATION	PLANNING COMM.	CITY COUNCIL
			DATE	DATE
Annual review - Lindon Care Center 680 North State Street (File # 05.0383.8) administrator@lindoncare.com	Existing use.	Lindon Care Center Manager: Christine Christensen 801-372-1970.	March 2013 Last Reviewed: 02/28/12	N/A
<i>Annual review of care center to ensure conformance with City Code. Care center is a pre-existing use in the CG zone.</i>				
Annual review of CUP - Housing Authority of Utah County - Group home. 365 E. 400 N. (File # 03.0213.1) lsmith@housinguc.org	Existing CUP	Housing Auth. Of Utah County Director: Lynell Smith 801-373-8333.	March 2013 Last Reviewed: 2/28/12	N/A
<i>Annual review of CUP to ensure conformance with City Code. Group home at entrance to Hollow Park was permitted for up to 3 disabled persons.</i>				
Heritage Youth Services - Timpview Residential Treatment Center. 200 N. Anderson Ln. (File # 05.0345) info@heritageyouth.com info@birdseyvertc.com	Existing CUP	HYS: Corbin Linde, Lynn Loftin 801-798-8949 or 798-9077	March 2013 Last Reviewed: 2/28/12	N/A
<i>Annual review required by PC to ensure CUP conditions are being met. Juvenile group home is permitted for up to 12 youth not over the age of 18.</i>				

Grant Applications	
Pending	Awarded
<p>CDBG 2013 Grant – Senior Center Van (\$50,000).</p> <ul style="list-style-type: none"> Status: Awarded! Funds to be dispersed as reimbursement of van purchase. <p>Bikes Belong - Trail construction grant. Requested amount: \$10,000</p> <ul style="list-style-type: none"> Status: NOT SELECTED FOR 2010. WILL RE-APPLY IN 2013. <p>Land and Water – Trail construction grant. Requested amount: \$200,000</p> <ul style="list-style-type: none"> Status: NOT SELECTED. RE-APPLY IN 2013. <p>Hazard Mitigation Grant / MAG Disaster Relief Funds- (pipe main ditch)</p> <p>FEMA Hazard Mitigation Grant – (pipe Main Ditch)</p>	<p>Heritage Trail Phase 2 – Trail construction grant. Awarded amount \$3,037,433</p> <ul style="list-style-type: none"> Status – <ul style="list-style-type: none"> Construction beginning March 25, 2013 To be completed by June 12, 2013 <p>EPA STAG Grant – Lindon Hollow Creek Ditch relocation. Awarded \$500,000</p> <ul style="list-style-type: none"> Van Con awarded bid. Construction has started. <p>Utah State Parks 2011 – Non-motorized Trail grant: Awarded \$100,000</p> <ul style="list-style-type: none"> Status – Environmental docs have been submitted to State Pending property dedication by PacifiCorp Intend to use funds towards completion of additional trail near power plant <p>EDCUtah 2012 – Awarded \$2,000 matching grant for 700 North CDA consultant reimbursement.</p> <ul style="list-style-type: none"> Proposed study / CDA creation in fall 2012. Estimated costs ~\$20,000. <p>State History Grant 2012 – New historical markers. Awarded \$800.00 (w/ 50% match from historical commission funds for total project cost of \$1,600).</p> <p>MAG Bicycle Master Plan Study Awarded funds to hire consultant to develop bicycle master plan to increase safety and ridership throughout the city.</p> <p>Utah Heritage Foundation — Lindon Senior Center Awarded 2013 Heritage Award in the Category of Adaptive Use Project.</p> <p>CDBG 2013 Grant – Senior Center Van (\$50,000). Funds dispersed July 2013</p>

Planning Dept - Projects and Committees			
On-going activities (2013 yearly totals)	Misc. projects	UDOT / MAG projects	Committees
Building permits Issued: 155 New residential units: 36	2010-15 General Plan implementation (zoning, Ag land inventory, etc.)	700 North CDA	Utah Lake Commission Technical Committee: Bi-Monthly
New business licenses:53	Lindon Hollow Creek-Corps of Eng., ditch relocation	Lindon Bicycle Master Plan	MAG Technical Advisory Committee: Monthly
Land Use Applications: 67	Lindon Heritage Trail Phase 3		Lindon Historic Preservation Commission: Bimonthly
Drug-free zone maps: 25	Gateway RDA improvements		North Utah County Transit Study Committee