

MORGAN CITY

Council Meeting

01-27-15

Work Session

6:00 p.m.

***NOTICE OF WORK MEETING
OF THE MORGAN CITY COUNCIL***

Pursuant to Utah Code, Title 52, Chapter 4, notice is hereby given to members of the Morgan City Council and to the general public that the Morgan City Council will hold a work meeting in open public session on Tuesday, January 27, 2015 at **6:00 p.m.**, in the Council Room of the City Office located at 90 West Young Street.

AGENDA

Items for Discussion

1. Ordinance #15-01 & Resolution #15-03 – WirelessBeehive.COM, LLC
2. Resolution #15-02 – retirement contributions
3. Commercial Street Improvements
4. Transient room tax discussion
5. Ordinance #15-02 – animal control ordinance amendments
6. Ordinance #15-03 – Firework ordinance amendment
7. Council department review
8. Financial statement review
9. Attorney Crane – council training

In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.

Notice is hereby given that by motion of the Morgan City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Julie A. Bloxham, City Recorder, (801) 829-3461 at least 24 hours before the meeting.

Morgan City invites any person, church or other civic organization to contact the Mayor, to be scheduled for presenting a thought, reading, opening remarks, or invocation in the opening ceremony portion of the public meeting. Written invitations will be made by the Mayor to those who wish to participate.

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

Posted on 01-21-15

4:00 p.m.

Julie A. Bloxham, Recorder

Work Session
01-13-15

MINUTES OF WORK SESSION MEETING HELD BY MORGAN CITY COUNCIL IN REGULAR
SCHEDULED OPEN PUBLIC SESSION ON TUESDAY, JANUARY 13, 2015 AT 5:30 P.M., IN THE
COUNCIL ROOM OF THE CITY OFFICE LOCATED AT 90 WEST YOUNG STREET

Present: Mayor, Ray W. Little.

Council Members: Tony London, Jeff Wardell, Shelly Betz, Mike Kendell, and
Fran Hopkin.

City Staff: Gary Crane, Attorney.

Others present: none

This meeting was called to order by Mayor, Ray W. Little.

Items for Discussion

Attorney Crane

Open Meetings/Conflicts of Interest Training

Attorney Crane gave the members some handouts on the topics he will be covering tonight. He stated this is mandated by State law to be done every year. He started with conflicts of interest. He stated there is a new form for conflicts that needs to be filed, preferably every year. He stated an elected, appointed official or an employee cannot use private, protected or controlled information, or their official position to make money or gain privileges for themselves. He gave some examples of what these items could entail. He recommended the members not take gifts of any kind.

Attorney Crane reviewed the reasons that establish a need to file a disclosure statement. He stated it is a Class A Misdemeanor to induce any employee or officer to violate these laws. If you have an interest in a business and it is being discussed, it needs to be disclosed in the public meeting. He stated in order to be fined; it must be proven that you intentionally violated the law.

Mayor Little asked about instances where the employees are asked to go to lunch with an engineering firm, etc. Is this allowed? Attorney Crane stated it needs to be an individual choice, but he would not go to lunch in these cases. He stated if it was for an annual holiday party or something similar that would be different. The City can put together their own ethics committee that would investigate any alleged violations. This is less formal than the one at the State level.

The next item for training is the open and public meetings act. The handout provided is one that Attorney Dave Church has compiled. The reason for this act is because City business must be conducted in an open forum. Attorney Crane gave some examples of how this policy has been abused by other entities.

Tony asked if this is a problem only when there are a certain number of members discussing a topic. Attorney Crane stated the best possible rule is to not discuss any items that are before

Work Session
01-13-15

the members for consideration other than in public meetings. This can be hard to do in a small community. The members just need to be aware of it and not cross the line.

Attorney Crane reviewed what constitutes a public body and meeting. He reviewed the types of meetings and the noticing requirements. He reviewed the items the members can go into a closed session to discuss. He reviewed the requirements for preparing minutes and recording meetings. He stated the written minutes are the official record of a meeting.

The next topic Attorney Crane covered was the enforcement of the open and public meetings act. He stated the members need to be aware of the use of electronic messaging and reminded them these constitute "deliberations" in regards to City business. He reviewed some legal cases that have been filed regarding e-mails.

The new law that requires items to be posted on the State website was reviewed. Attorney Crane stated any items or information given during a closed meeting is protected and confidential and should not be disclosed to anyone. Mike gave an example of a closed session that was held for a committee he was on and how hard it was to come back to the council and give information from the meeting. He asked how these types of items should be handled. Attorney Crane stated the best practice would be to ask the other body, if they are okay with taking this item back to the Council to discuss during a closed session. Mike asked if he is allowed to get legal counsel's opinion about any of these items. It was stated he could get legal opinions from the city attorney.

Attorney Crane stated the Planning Commission cannot go into closed session. He stated the members need to be aware of these laws and always try to deliberate in an open forum.

Resolution #15-01
Renewal of Enterprise Zone

This zone was established in 2010 and needs to be renewed every 4 years. Shelly explained the tax credits that businesses can get through this program. The information has been updated and the resolution will renew it so this program can continue.

Phone System Upgrade

There was discussion at a past meeting in regards to updating the office phone system. Fran stated he met with Mayor Little, Julie and a representative from 5-9's who is the current provider. Fran stated at the beginning he felt it would be best if the City moved forward with a hosted (internet) system. He has done some research and feels it is probably cost-inhibitive to go with a hosted system due to the lack of reliable internet lines and the cost of getting these into the City building. There is also an increased cost for providing the monthly service if it is done over the internet.

Mayor Little stated the City's current system is outdated and is no longer supported or manufactured. They feel the original proposal that was presented is the best option at this time. The members agreed to move forward with this system.

EDCUtah's

Marketing and Sponsorship Grant Approvals

Shayla has asked the members to consider approval of these two grant proposals. The marketing one can be used to help finance the costs of the new webpage. They will give up to \$1,250 for the new webpage. Shelly stated the one concern is that these grants are not approved until March/April and they will not reimburse for expenses already incurred. The webpage design would have to be put off until that time.

The next grant proposal would be used to support the women's entrepreneurial events that are held in cooperation with the North Front Business Center. These funds would be used to provide speakers, lunches, and other items that are needed to host these meetings. All that is needed tonight is approval to move forward if the members feel these grants are worth applying for. Fran asked how often the City can apply for these grants. Mayor Little stated the third type of grant that can be applied for is to be used for training of employees.

If the members feel these grants are worth applying for, a motion to approve will need to be made during the council meeting.

Planning Commission

Alternate Member Appointment

Tony and Jeff have met with Doug Garfield, Planning Commission Chair on this appointment. They had a list of 7 or 8 individuals they contacted. There was one, Nate McClellan that was very interested in serving. There was some discussion about whether there are one or two vacancies for alternate members. If there is one more person needed, they will contact others on the list.

Council Department Review

Mike stated there are some old code enforcement issues. He is planning to work on these now that the holiday season has passed.

Tony stated the City has received the report from animal control that shows the amount and types of calls. Mike asked if animal control is a 24 hour per day service, or if complaints are only handled during a specified time schedule. This position is now a full time position so the officer should be available on a daily basis.

It is time to review both the law enforcement and animal control contracts. Fran stated there were a lot of animal control calls, but very few citations were given. He asked if this ratio is normal. Tony stated some of the calls involved be like the city cemeteries where no dogs are allowed. He has asked the officer to drive through the cemeteries to see if there are any residents walking their dogs and to inform them that dogs are not allowed in any of the City cemeteries. There was discussion about having the individuals from both animal control and law enforcement come to meetings and give reports and updates.

Mayor Little suggested arranging a meeting with the animal control officer to discuss some of these items. Tony will arrange for this meeting.

Work Session
01-13-15

Jeff stated he has had the engineer compile some examples of improvements that could be done to Commercial Street. He reviewed the different types of sidewalk construction that could be used to accommodate parking and water meters. Jeff feels there are some improvements that will enhance this area. He asked for this item to be put on the next agenda.

Jeff stated he also had the engineer look at the Mickelsen Mile Walkway concerning the problems that are occurring with the pavement and asked them to come up with suggested improvements that could be done. The city personnel have done some removal of trees along this walkway. The roots have done a lot of the damage. He will get information to the members when he receives it from the engineer.

Another item Jeff has been working on is the problem on 100 South with storm water and the flooding that occurs in this area. He has asked the city engineer to look at making a retention pond in the grass area on Circle Drive. Mike stated he feels it would be better to put this into a canal or other system instead of creating another retention pond. Jeff stated there is a storm drain, but it is not large enough to handle the run-off and the retention pond is going to be needed.

Tony asked what has happened with the problem of the rock retaining wall at the property on Imperial Drive. Attorney Crane stated he is still working with the property owner and potential buyers to fix this problem.

Shelly stated there was \$7,500 budgeted for the Christmas celebration. She gave the members a handout that showed the expenses that were incurred. She stated one concern that needs to be discussed is what alternatives could happen for this celebration as the buildings get occupied and cannot be used. It was also suggested that all of the activities be held on Saturday.

Shelly asked the members what their thoughts about having new LED lighted decorations purchased that would be displayed during the holiday season. These could be placed by the fence next to the railroad on Commercial Street. Businesses would be asked if they wanted to purchase a decoration for this event. Shelly has looked at one the City could purchase, it is a train. She is working with the public works personnel to see if there is storage space for this item. The members felt this would be a good thing to do for next year.

Financial Statement Review

This item was not discussed.

Attorney Crane **Council Training**

This item was done at the first of the work session.

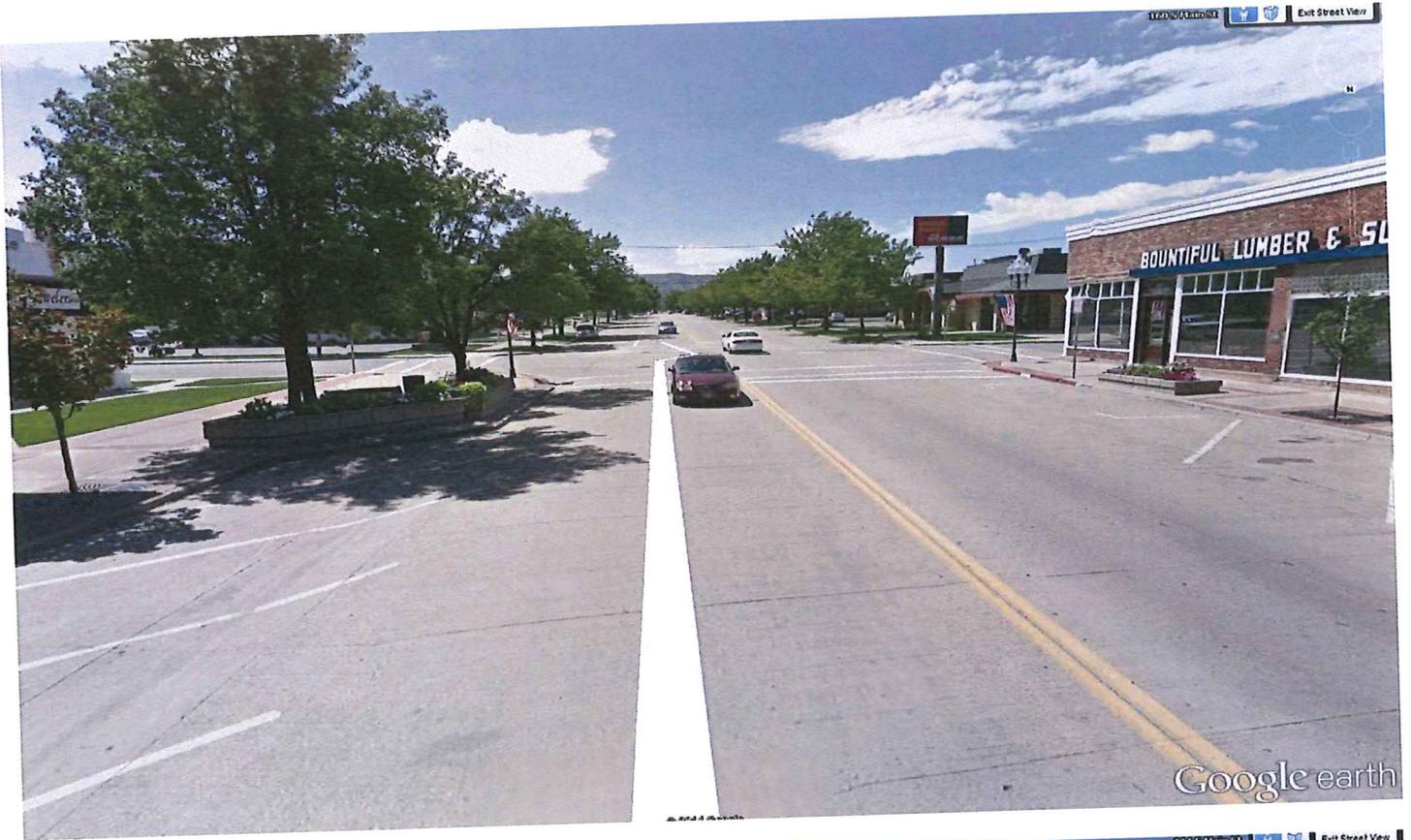
This meeting was adjourned at 7:05 p.m.

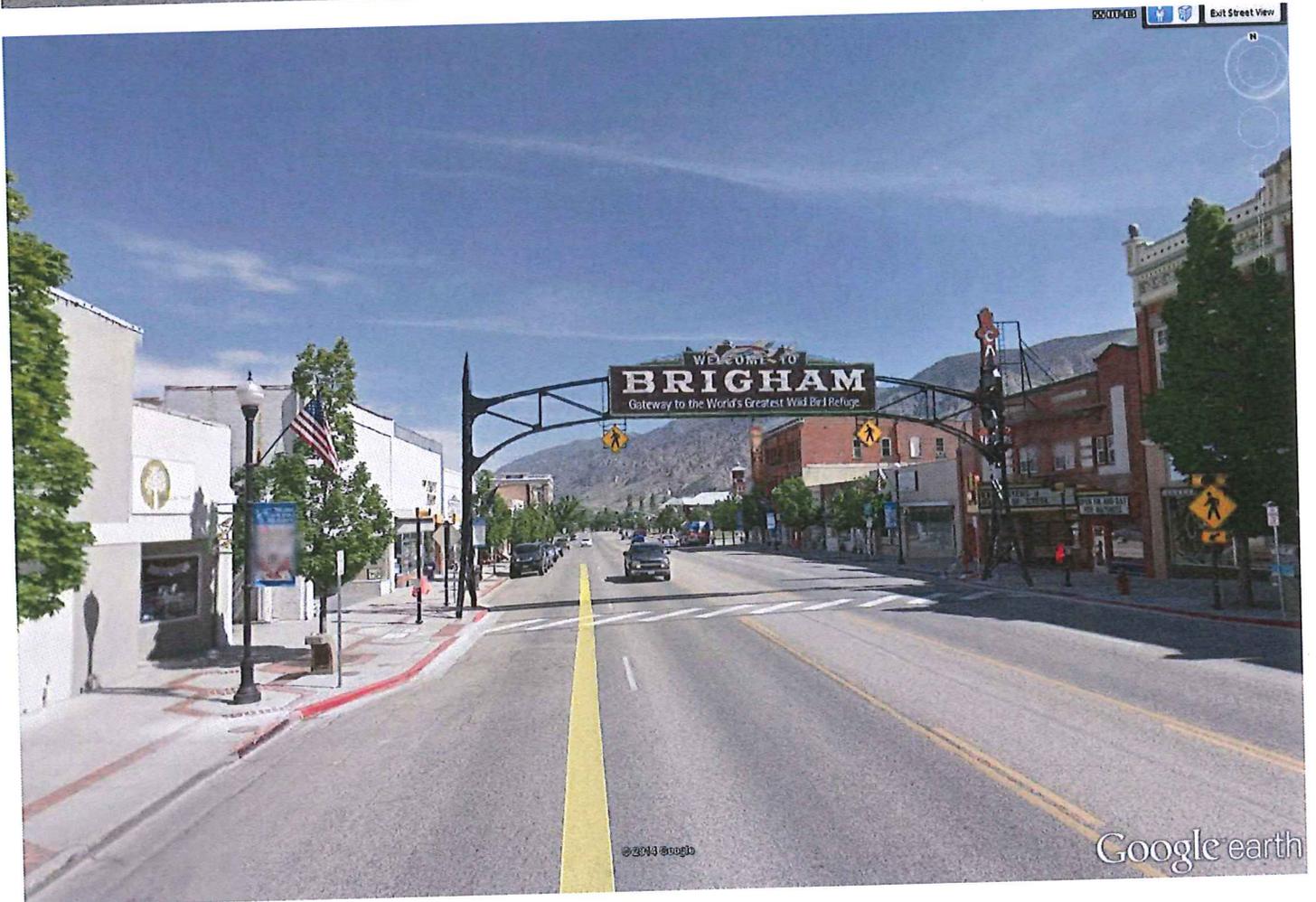
Julie A. Bloxham, Recorder

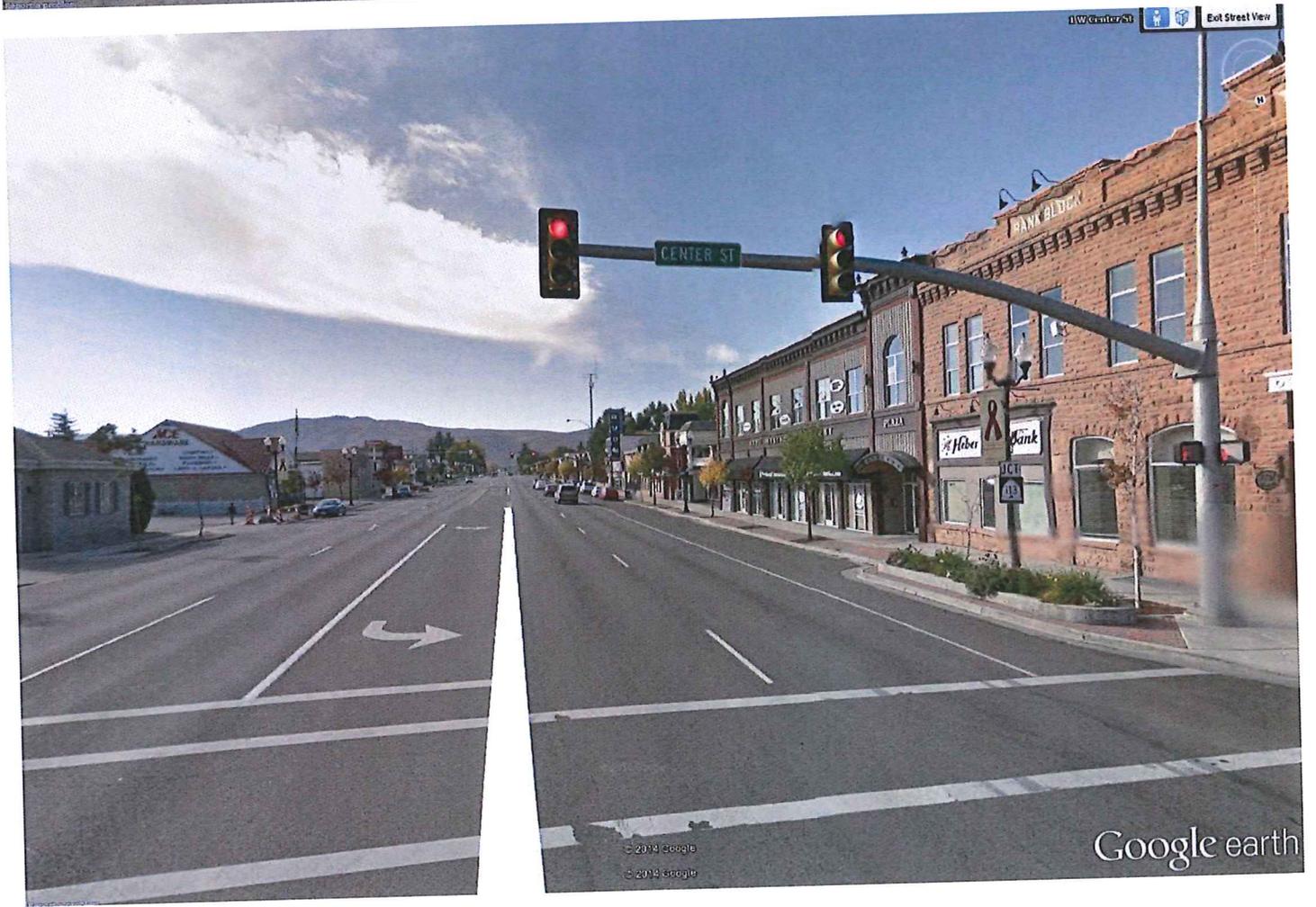
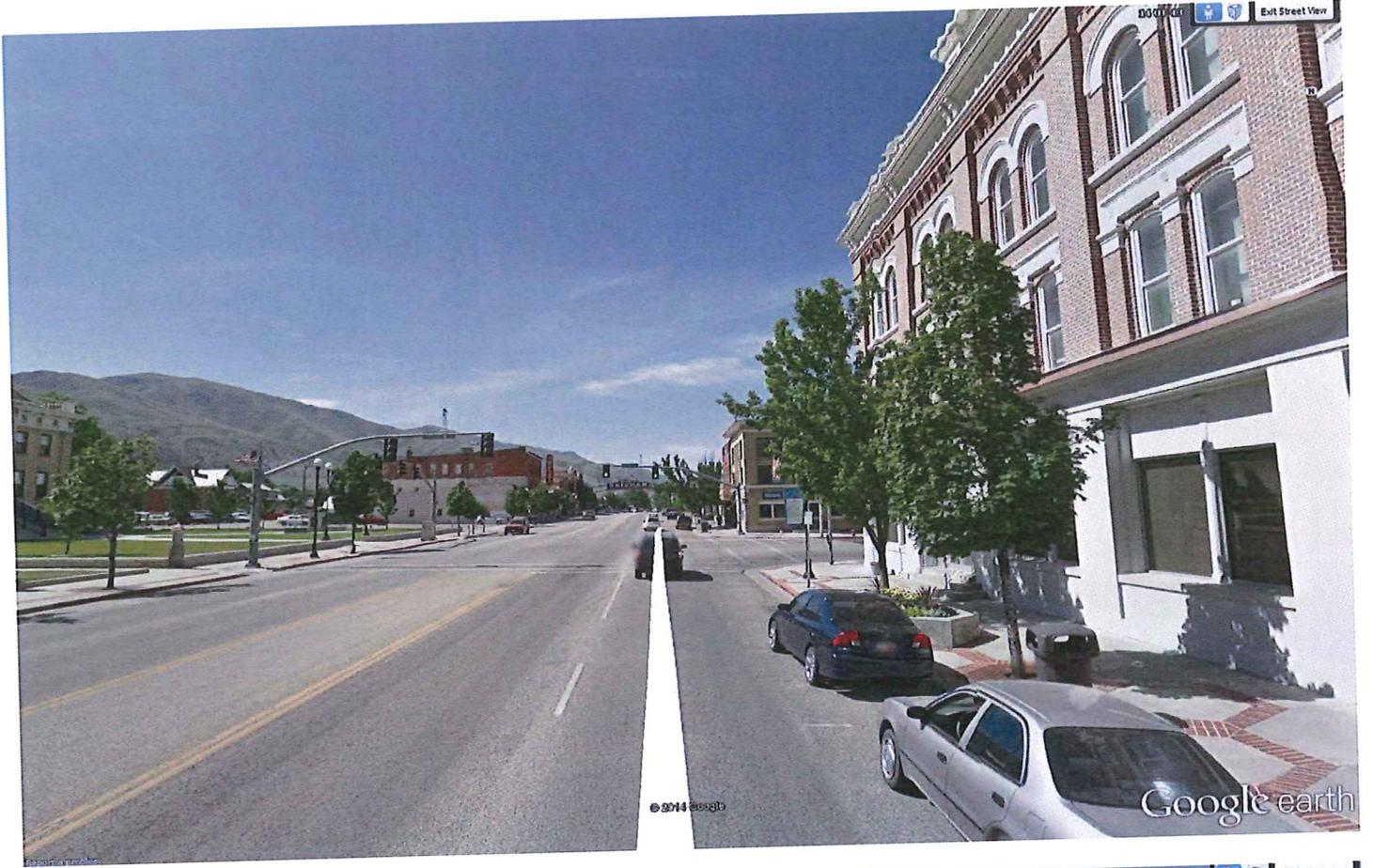
Work Session
01-13-15

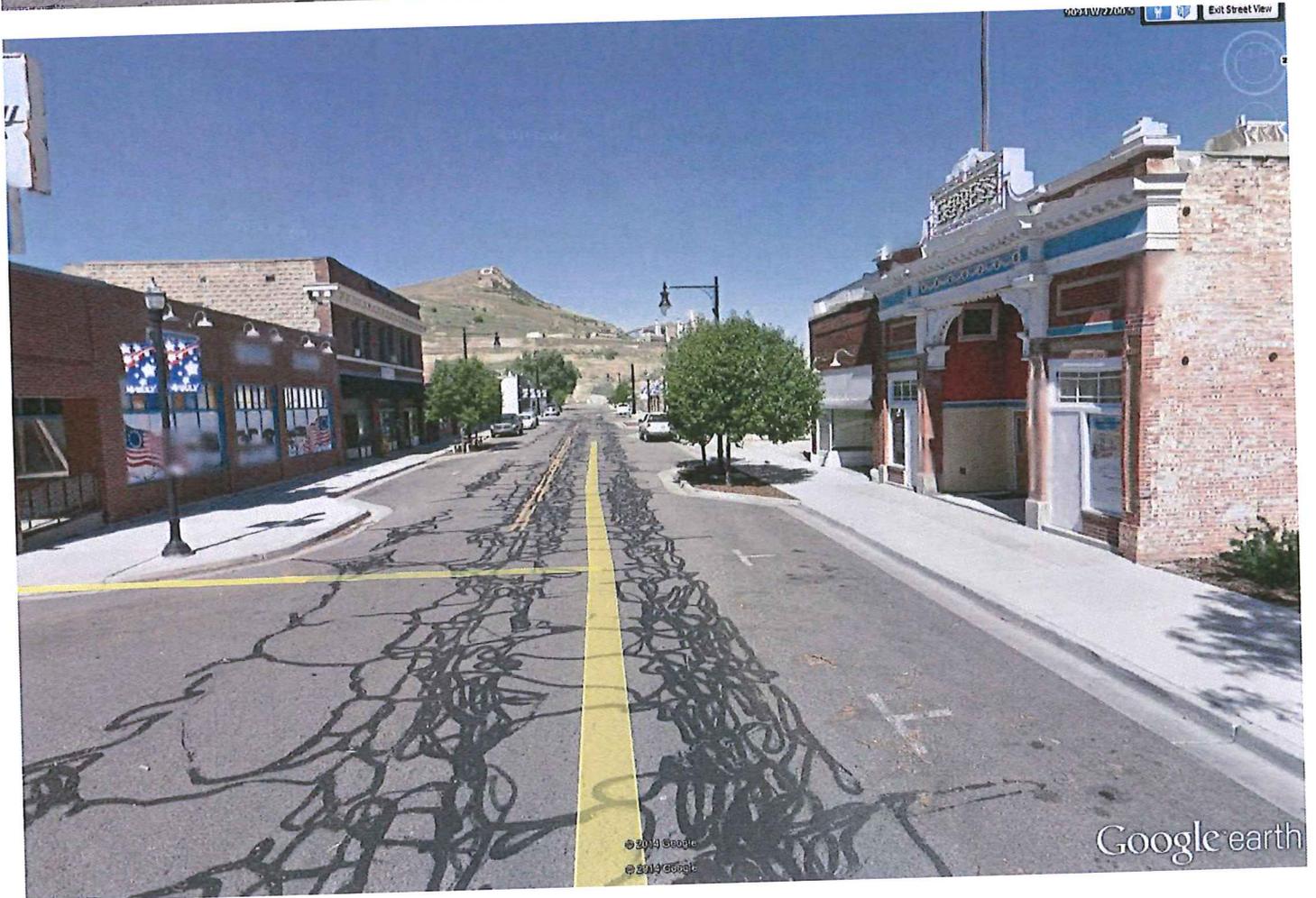
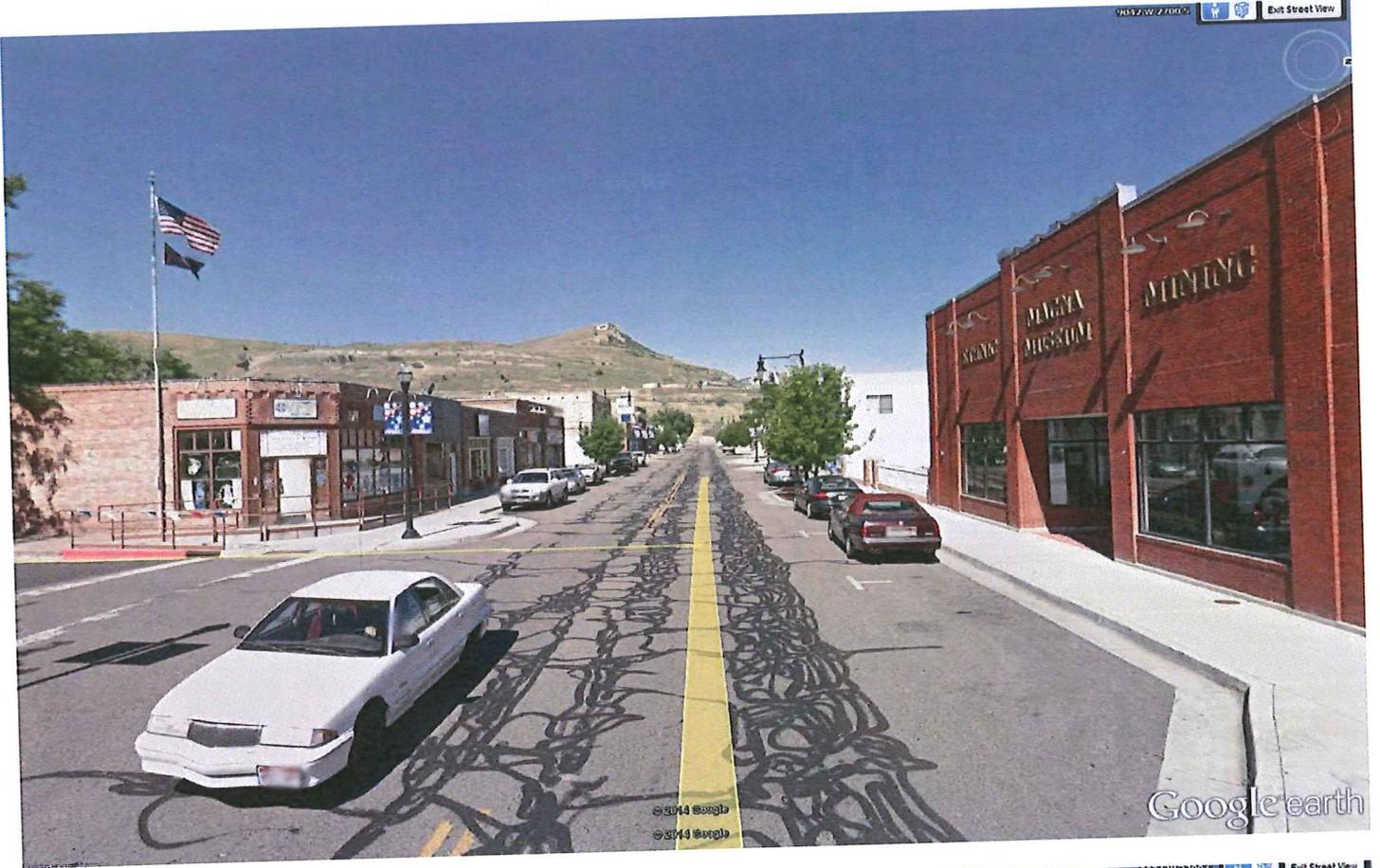
These minutes were approved at the _____ meeting.

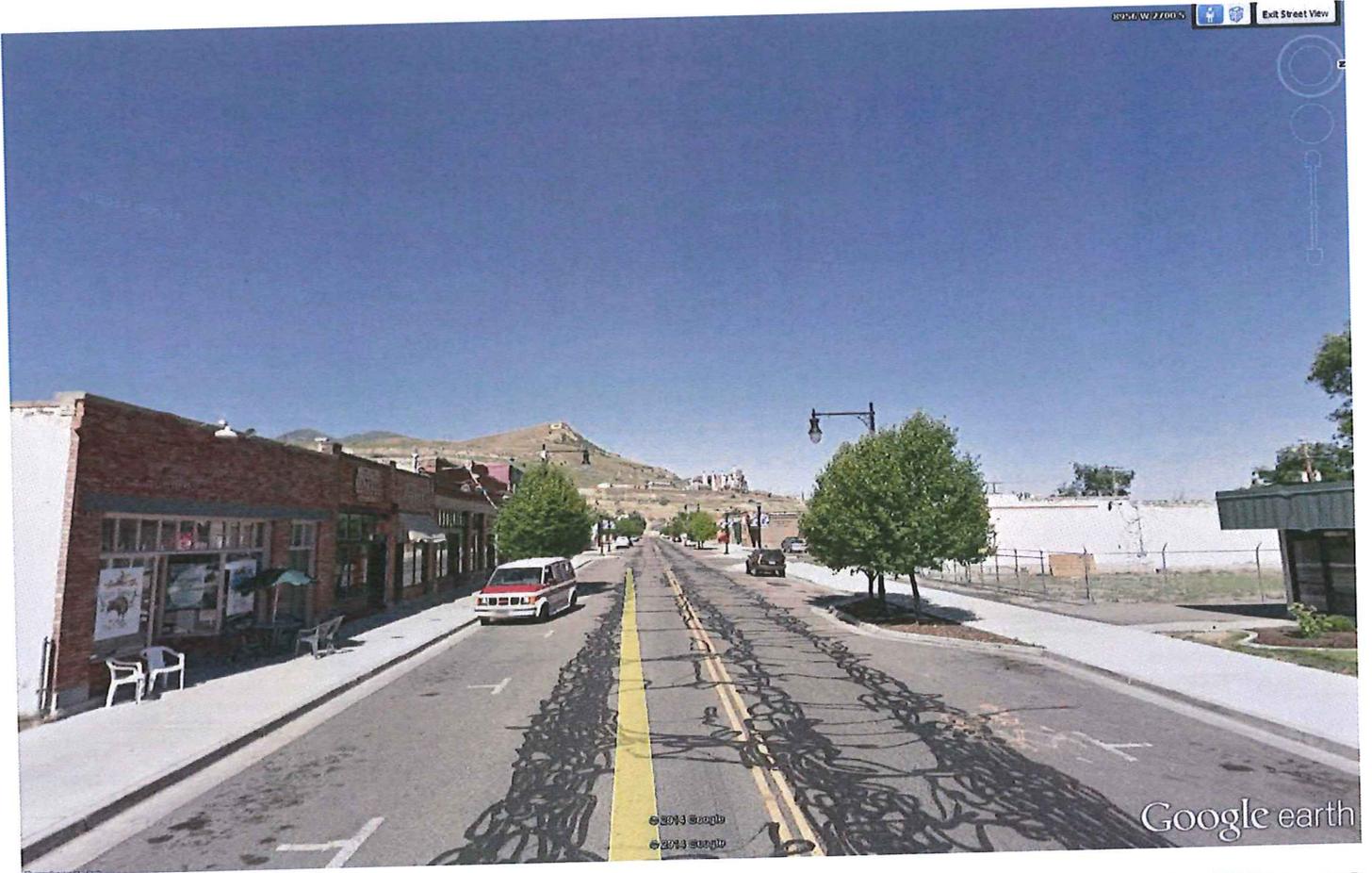


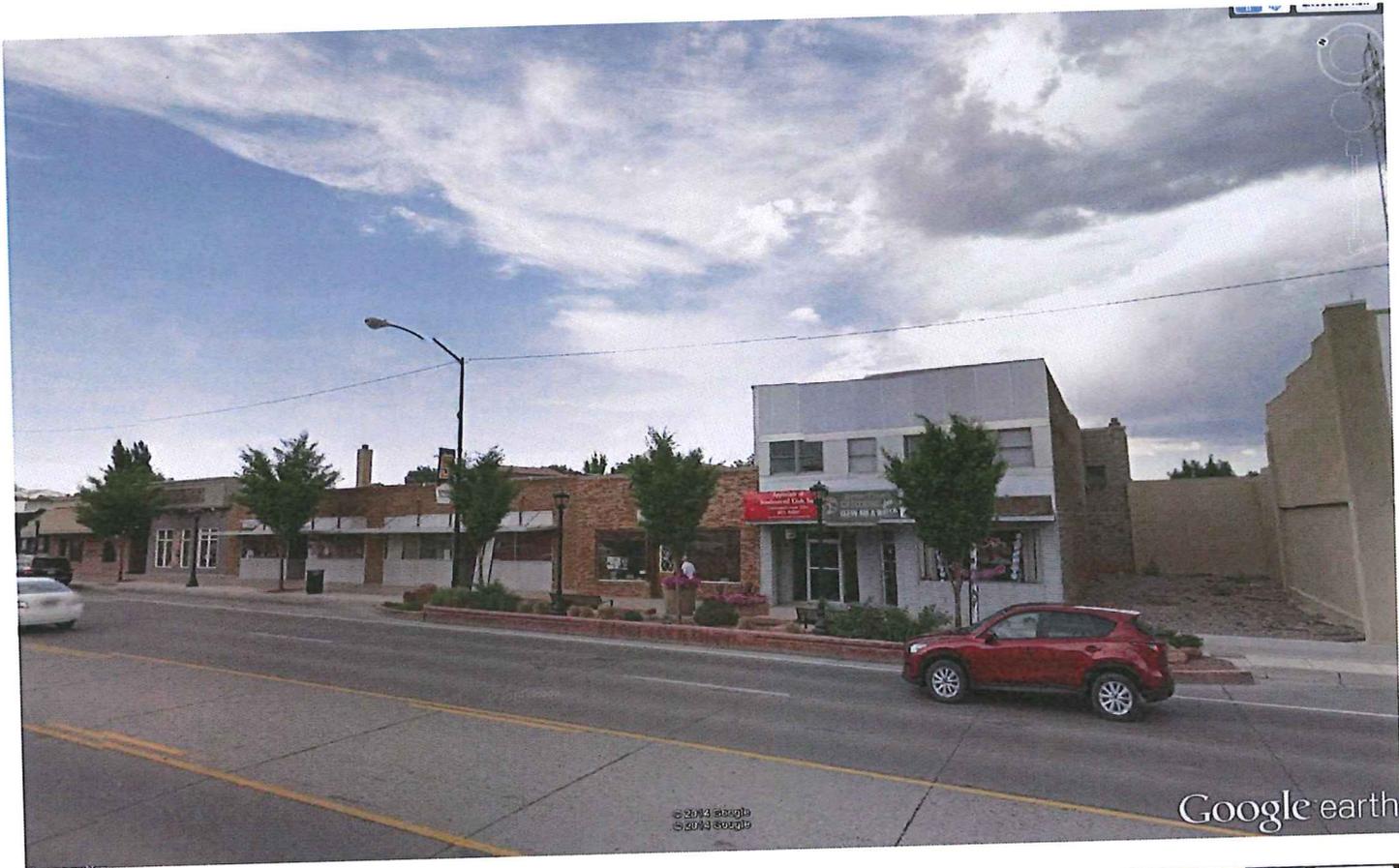


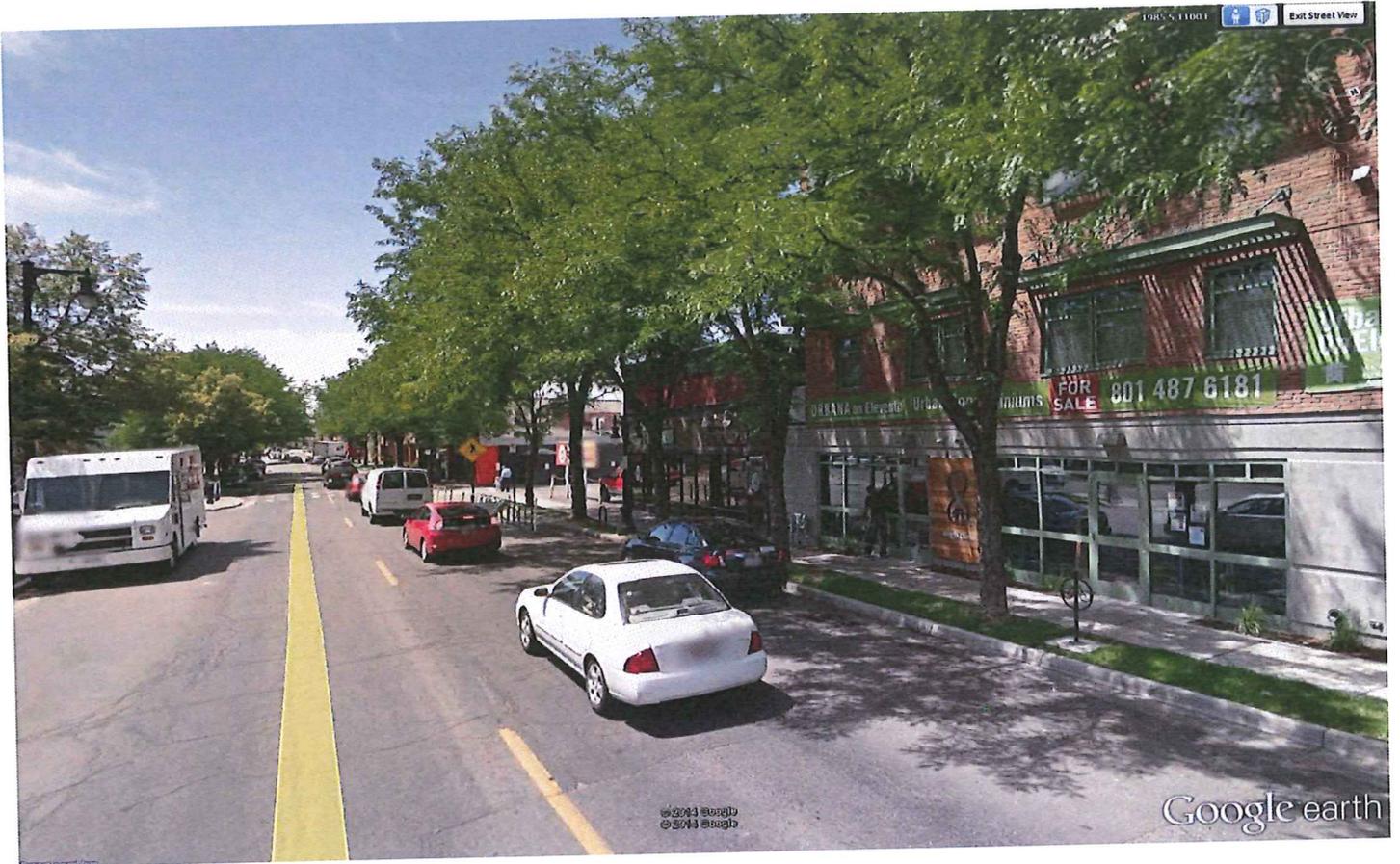












**NOTICE OF MEETING TO BE HELD IN
PUBLIC AND CLOSED SESSION
OF THE MORGAN CITY COUNCIL**

Pursuant to Utah Code, Title 52, Chapter 4, notice is hereby given to members of the Morgan City Council and to the general public that the Morgan City Council will hold a meeting in public and closed session on Tuesday, January 27, 2015 at 7:00 p.m., in the Council Room in the City Office at 90 West Young Street.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, APPROVAL OF MINUTES AND WARRANTS:

1 set of warrants
January 13, 2015 minutes

2. PRESENTATIONS:

3. CONSENT ITEMS: (These items will be discussed and voted as one item)

4. PUBLIC HEARINGS

5. NEW BUSINESS:

Ordinance #15-01 – WirelessBeehive.COM, LLC – franchise agreement

Resolution #15-03 – WirelessBeehive.COM, LLC – pole agreement

Resolution #15-02 – retirement contributions

Ordinance #15-02 – animal control ordinance amendments

Ordinance #15-03 – firework ordinance amendments

6. UNFINISHED BUSINESS

7. SPECIAL REPORTS

8. CITIZEN COMMENTS:

9. ADJOURN

Notice is hereby given that:

- A work meeting will be held at 6:00 p.m., or at another time as posted to discuss miscellaneous matters.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Morgan City Council, pursuant to Title 52, Chapter 4 of the Utah Code, The City Council may vote to hold a closed meeting for any of the purposes identified in that chapter

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Julie A. Bloxham, City Recorder, (801) 829-3461 at least 24 hours before the meeting.

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

Posted on 01-21-15

4:00 p.m.

Julie A. Bloxham, Recorder

Council Meeting
01-13-15

MINUTES OF MEETING HELD BY MORGAN CITY COUNCIL IN REGULAR SCHEDULED OPEN PUBLIC SESSION ON TUESDAY, JANUARY 13, 2015 AT 7:00 P.M., IN THE COUNCIL ROOM OF THE CITY OFFICE LOCATED AT 90 WEST YOUNG STREET

Present: Mayor, Ray W. Little.

Council Members: Tony London, Jeff Wardell, Shelly Betz, Mike Kendell and Fran Hopkin.

City Staff: Gary Crane, Attorney.

Others present: Gary Vance, JUB Engineering.

This meeting was called to order by Mayor, Ray W. Little.

The opening ceremony was presented by Mike Kendell.

The pledge of allegiance was led by Shelly Betz.

Minutes and Warrants

It was mentioned there are three sets of warrants for approval.

MOTION: Tony London moved to approve the minutes of the December 9, 2014 and December 16, 2014 meetings and three sets of warrants.

SECOND: Shelly Betz. Vote: 5 ayes.

New Business

Resolution #15-01

Renewal of Enterprise Zone

This zone was originally established in 2010. It allows business owners to apply for certain tax credits. Shelly gave some examples of items that businesses can use this credit for and the business zones that are included. This needs to be updated and renewed every four years.

MOTION: Shelly Betz moved to adopt Resolution #15-01, a resolution renewing the enterprise zone for Morgan City.

SECOND: Fran Hopkin.

ROLL CALL VOTE: Shelly Betz – aye
Mike Kendell – aye
Jeff Wardell – aye
Tony London – aye
Fran Hopkin – aye

Phone System Upgrade

This item was on the agenda last fall. Julie Bloxham, City Recorder had asked the members to consider upgrading the phone system in the office. Mayor Little and Fran have met with Julie and a representative from the current phone vendor on this matter.

Fran stated the phone system that is currently being used was installed when the building was constructed. It is an antiquated system that is no longer being built or supported by the manufacturer. There are also some other issues of concern such as reliability and the capability of keeping the system updated. They have looked into doing a hosted system, which is operated over the internet but feel it would be too expensive.

MOTION: Fran Hopkin moved to approve purchasing the ShoreTel phone equipment as proposed through Five 9's.

SECOND: Jeff Wardell. Vote: 5 ayes.

**EDCUtah's
Marketing and Sponsorship Grant Approvals**

This item was discussed during the work session. The grants being considered would help pay for the website upgrade and sponsor events for the women's entrepreneurial group. Fran stated there has been concern stated about holding off payment to the company/person that is working on the new webpage. She could not be paid until the grant is approved, and there is no guarantee the City will get the grant. There was discussion about whether it is worth applying for this grant when the project has already been approved and is being worked on. The members discussed other options for the marketing grant.

MOTION: Tony London moved to proceed with the sponsorship grant.

SECOND: Fran Hopkin.

Discussion on motion: It was suggested that Shayla - who is working on these grants - try to find other items that could be applied for under the marketing category. It was also asked if the website could be done in two phases.

VOTE ON MOTION: 5 ayes.

**Planning Commission
Alternate Member Appointment**

George Francis has asked to be replaced as an alternate member on the planning commission. Tony stated he and Jeff have met with Doug Garfield, Planning Commission chair and they have identified persons who could be asked to serve. They have contacted Nate McClellan and he was excited to be asked. The members approved Nate being appointed on this commission.

Mayor Little stated George had served on this commission for a lot of years. The City has sent him a card thanking him for his service.

Council Meeting

01-13-15

Special Reports

Shelly stated they are working with the County in regards to the special event application process. The City may need to adopt fees for this item. She will bring back information to the members when it is available.

Fran stated the RFQ for the wastewater master plan has been published. He will keep the members posted on this item.

Attorney Crane stated the members have been looking at the IPA proposal to change their coal plant to a gas fired plant for about one year. The way the contracts for the IPP plant are set-up allow Los Angeles to purchase the excess power. Los Angeles is faced with California legislation that will not allow them to use coal fired power. The upgrade to the IPP facility was put out for a vote of the UAMPS members. Out of the 36 member cities, only 31 would sign the secondary agreement to convert to natural gas. It required a unanimous approval. The current agreement with Los Angeles ends in 2027. Attorney Crane reviewed what has occurred to date on this project.

The new agreements sent to the City for consideration are ones the Attorney would not recommend the Council approve. He wanted to make the members aware of this item and why it should not being considered for approval.

This meeting was adjourned at 7:50 p.m.

Julie A. Bloxham, Recorder

These minutes were approved at the _____ meeting.

ORDINANCE #15-01

ENTERING INTO A FRANCHISE WITH WIRELESS BEEHIVE.COM,LLC TO OPERATE AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM WITHIN THE CITY; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE COMMUNICATIONS SYSTEM; AND PRESCRIBING PENALTIES FOR VIOLATION OF THE FRANCHISE PROVISIONS.

WHEREAS, Wireless Beehive.COM, LLC, and the City find that it is in their mutual best interest to enter into a new Franchise arrangement under the terms set forth herein;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MORGAN CITY:

Section I: Repealer. Any provisions of the Morgan City Municipal Code found to be in conflict with this ordinance are hereby repealed.

Section II: Enactment. Title 17, Chapter 01 of the Morgan Municipal Code is hereby enacted as follows:

Chapter 17.01. WIRELESS BEEHIVE.COM, LLC - FRANCHISE

- 17.01.101. Intent
- 17.01.102. Short Title
- 17.01.103. Definitions.
- 17.01.104. Police power.
- 17.01.105. Grant of Franchise.
- 17.01.105.1. Term.
- 17.01.105.2. Other ordinances.
- 17.01.106. Authority for use of streets.
- 17.01.107. Conditions on street occupancy.
- 17.01.108. Erection of poles.
- 17.01.109. Undergrounding.
- 17.01.110. Relocation.
- 17.01.111. Movement of buildings.
- 17.01.112. Required extensions of service.
- 17.01.113. Service to public buildings.
- 17.01.114. Removal.
- 17.01.115. General capability.
- 17.01.116. System upgrade/channel capacity and adaptation to new technology.
- 17.01.117. Emergency power.
- 17.01.118. Emergency use.
- 17.01.119. Technical standards.
- 17.01.120. Repair of private property.
- 17.01.121. Educational and governmental access.
- 17.01.122. Capital contributions.
- 17.01.123. Support for education and governmental access.
- 17.01.124. City's right to lowest charge.
- 17.01.125. Availability of access to facilities.
- 17.01.125.1. Broad categories of programming.
- 17.01.125.2. Changes in programming.
- 17.01.125.3. Institutional network.
- 17.01.126. Approval of construction by City; Inspection; Correction of defects in system.
- 17.01.127. Transfers.

- 17.01.128. **Bonds and other surety.**
- 17.01.129. **Indemnification by Grantee.**
- 17.01.130. **Customer service standards.**
- 17.01.131. **Grantee insurance.**
- 17.01.132. **Procedure for remedying Franchise violations.**
- 17.01.133. **Revenue report following termination.**
- 17.01.134. **Alternative remedies.**
- 17.01.134.1. **Conditions of sale.**
- 17.01.135. **Non-enforcement.**
- 17.01.136. **Communications with regulatory agencies.**
- 17.01.137. **Rates.**
- 17.01.138. **Franchise Fee.**
- 17.01.139. **Amount and payment of Franchise Fee.**
- 17.01.140. **Interest of delinquent Franchise Fees.**
- 17.01.141. **Accounting standards.**
- 17.01.142. **Auditing and financial records.**
- 17.01.143. **Amendments.**
- 17.01.144. **Publication costs.**
- 17.01.145. **No waiver or estoppel.**
- 17.01.146. **Severability.**
- 17.01.147. **Fee article non-severable.**
- 17.01.147.1. **Renewal of franchise.**
- 17.01.148. **Termination of Franchise.**
- 17.01.149. **Notice.**
- 17.01.150. **Entire agreement.**

17.01.101. Intent

The City finds that the continuation and development of cable television and communications systems has great benefit and impact upon the resident of Morgan City. Because of the complex and rapidly changing technology associated with cable television, the City further finds that the public convenience, safety and general welfare can best be served by establishing regulatory powers which should be vested in the City or such persons as the City shall designate. It is the City's intent in granting this Franchise, to insure that City residents receive the best possible cable television and communications service comparable to the best offered in any surrounding community in Morgan County; that any inconvenience to residents in the development and maintenance of the system be minimized; and that the City is properly compensated for the administration of this Franchise and the use of the public facilities permitted by this Agreement. It is the intent of this Chapter and subsequent amendments, to provide for and specify the means to attain the best possible public interest and public purpose in these matters, and the Franchise issued pursuant to this Chapter shall be deemed to include this finding as an integral part thereof.

17.01.102. Short Title

This Chapter shall be known and may be cited as the "Morgan City Cable Communications Franchise Act."

17.01.103. Definitions.

For the purposes of this Chapter the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined shall be given their common and ordinary meaning.

(1) "**City**" shall mean Morgan City, State of Utah and all the territory within its present municipal boundaries and shall include any additions thereto by annexation or other legal means.

(2) **"Basic Cable"** is the lowest price tier of service that includes the retransmission of local broadcast television signals and the cablecasting of Public, Educational and Government access channels.

(3) **"Cable Act"** collectively means the Cable Communications Policy Act of 1984 (Public Law No. 98-549, 47 U.S.C. 151 et. seq.) and the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 as amended.

(4) **"Cable Services"** shall mean (A) the one way transmission to Subscribers of (i) video programming, or (ii) other programming service, and (B) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(5) **"Cable Communications System", "System", or "Systems"**, also referred to as **"Cable Television System", "Cable System", "CATV System", or "Community Antenna TV System"**, shall have the same meaning specified for "Cable System" in the Cable Act. Unless otherwise specified it shall in this document refer to the Cable System constructed and operated in the Service Area under this Chapter.

(6) **"Channel" or "Cable Channel"** means a portion of the frequency band capable of carrying a Video Programming Service or combination of a Video Programming Services on a twenty-four (24) hour per day basis.

(7) **"Franchise"** shall mean the right granted to the Grantee by which the City authorizes the Grantee to erect, construct, reconstruct, operate, dismantle, test, use and maintain a Cable Communications System in the City. The Franchise awarded is a nonexclusive Franchise.

(8) **"Grantees"** shall mean **Wireless Beehive.COM, LLC**, its agents, employees, lawful successors, transferees or assignees.

(9) **"Grantor"** means the City.

(10) **"Franchise Fees"** means any tax, fee or assessment of any kind imposed by the City or other government entity on the Grantee or Cable Subscriber, or both solely because of their status as such. The term "Franchise Fee" does not include:

a. Any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services; but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable subscribers);

b. Capital costs which are required by the Franchise to be incurred by Grantee for public, educational and governmental access facilities; provided that the Grantee is able to pass such costs directly through to the subscribers;

c. Requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or

d. Any fee imposed under Title 17, United States Code.

(11) **"Gross Revenues"** shall mean all cash, credits, property of any kind or nature or other consideration received directly or indirectly by the Grantee, arising from or attributable to operation of the Cable Television System to provide Cable Services in the City, including but not limited to:

a. Revenue from all charges for Cable Services provided to Subscribers;

b. Revenue from all charges for the insertion of local commercial advertisements upon the Cable System, excluding revenue derived from the production of local commercial advertisements;

c. Revenue from all charges for leased access fees;

d. Revenue from all charges for the installation, connection and reinstatement of equipment necessary for the utilization of the Cable System to provide Cable Service; and

e. The sale, exchange or use or cable cast of any programming developed for community use or institutional users for use on the Cable System to provide Cable Service.

f. Revenue from all regularly and non-regularly occurring charges attributable to the Cable Television System to provide Cable Service; and

g. Revenue received by the Grantee as the Grantee's pro rata portion of any revenues on a subscriber basis derived from any other person or source arising from or attributable to Grantee's operation of the Cable System to provide Cable Service in the City to which the City is authorized to apply a Franchise Fee under Federal or State law as it may exist from time to time during the term of the Franchise.

(12) "**Gross Revenues**" shall include, value at retail price levels, the value of any goods, services, or other remuneration in non-monetary form, received by the Grantee in consideration for performance by the Grantee of any local advertising or other service provided by the Grantee in connection with the Cable Television System to provide Cable Service in the City.

(13) "**Institutional Network**" means a communication network which is constructed or operated by the Cable Operator and which is generally available only to Subscribers who are not Residential Subscribers.

(14) "**Leased Access**" shall mean the use on a fee-for-service basis of the Cable Television System by business enterprises (whether profit, nonprofit or governmental) to render services to the citizens of the City and shall include without limitation all use pursuant to Section 612 of the Cable Communications Policy Act of 1984 (47 U.S.C. 521 et. seq.) and the Cable Act.

(15) "**Person**" means any individual, corporation, partnership, association, joint venture, or organization of any kind and the lawful trustee, successor, assignee, transferee or personal representative thereof.

(16) "**Service Area**" means the present municipal boundaries of the Grantor, and all include any additions thereto by annexation or other legal-means.

(17) "**Subscriber**" means any person who legally receives any one or more of the services provided by the Cable Communications System.

(18) "**Street**" shall mean the surface of and the space above and below any public street, road, highway, easement, lane, path, alley, court sidewalk, parkway, rights-of-way, or driveway now or hereafter existing as such within the City and over which the City has jurisdiction.

(19) "**Video Programming Services**" means programming which is visually and audibly comparable to programming provided by a television broadcast station.

17.01.104. Police power.

Nothing in this Chapter shall be construed as an abrogation by the City of any of its lawful police powers.

17.01.105. Grant of Franchise.

(1) Grantor hereby grants to Grantee a nonexclusive Franchise to construct, operate, maintain, and reconstruct, a Cable Communications System within the City. The Franchise shall constitute both a right and an obligation to provide the services of a Cable Communications System as required by the provisions of this Agreement.

a. This Franchise is granted under the terms and conditions contained herein and is intended to be consistent with federal laws and regulations and state general laws and regulations.

b. The Franchise granted is hereby made subject to the general City Code provisions now in effect or hereafter made effective. Nothing in this Franchise shall be deemed to waive the requirements of the other codes and ordinances of the Grantor regarding permits, fees to be paid or manner of construction. The Grantee agrees to abide by any existing or new ordinances or regulations of general applicability to the operation of the Cable System in the City, adopted in the manner provided by law, so long as they do not substantially impair the rights granted pursuant to this Franchise.

c. Nothing in this Franchise shall be construed to prohibit Grantee from offering services over its Cable System that is not prohibited by Federal or State law.

(2) Any renewals shall be conducted pursuant to applicable law in effect at that time, which is currently identified and defined herein as the Cable Act.

(3) The Franchise granted is nonexclusive. The Grantor specifically reserves the right to grant, at any time, such additional Franchises for a Cable Communications System as it deems appropriate, provided however, that such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to any Grantee. The material provisions of such additional Franchises shall be comparable to those of the existing Franchises in order that an unfair competitive advantage is not granted to one operator over another. The City shall not authorize or permit a System to operate within the Franchise area on terms or conditions more favorable or less burdensome to such operator than those applied to the Grantee pursuant to this Franchise.

(4) Subject to federal law, no Cable Communications System shall be allowed to occupy or use the streets or operate within the City without being granted a Franchise.

(5) Subject to federal law, the City may establish appropriate requirements of new Franchises or Franchise renewals, to reflect the future cable related community needs and interests, taking into account the costs of meeting such needs and interests.

(6) The Grantor may grant a Franchise for all or any defined portion of the City, provided that one operator is not granted unfair competitive advantage over another by virtue of having been awarded a Franchise.

(7) All new Franchise applications and renewal applications, subject to federal law, when filed shall be available for public inspection at places designated by the Grantor. Information identified by Grantee or an applicant as "proprietary and confidential" shall not be disclosed by City without Grantee's or the applicant's consent, except to the extent state law or any City ordinance adopted pursuant to state law requires its disclosure. Subject to federal law, the Grantor may grant or may decline to grant any Franchise.

17.01.105.1. Term.

(1) Term. The Franchise granted hereunder shall be for a term of Five (5) years commencing on the effective date of the Franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

(2) Periodic Review.

(a) Subject to the provisions of this Subsection (2), on the fifth and again, if renewed, on the tenth anniversary of the effective date of the Franchise, the Grantor may commence proceedings, which afford public notice, public participation and open meetings, for the purpose of identifying future Cable System community needs and interests, including but not limited to technological developments, EG Channel(s), on-going EG capital costs, broad categories of programming, Institutional Network and customer service, and to determine whether it would be appropriate to amend the Franchise to address developments in the field of cable communications that may have taken place over the course of time, and to review the Grantee's performance during the preceding five (5) years. Any proposed amendment(s) of the Franchise under this Subsection (2) shall be based upon the reasonable cable-related needs and interests of the Morgan community and take into consideration the costs to the Grantee of meeting those needs and interests.

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

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

(d) If, however, the Grantee is not willing to comply with such Franchise amendments and/or changes as a result of the hearings, either party, as their sole remedy, may within ninety (90) days after the Grantor's determination, provide notice to the other party, pursuant to Section 626 of the Cable Act, that it wishes to commence proceedings to renew the Franchise. If, at the time of such notice, more than thirty-six (36) months remain in the term of the Franchise, notice shall be deemed, by mutual agreement, to shorten the term of the Franchise so that the Franchise shall terminate thirty-six (36) months from the date of notice.

(e) Notwithstanding any provisions of this Section, the Grantor and the Grantee may at any time amend the Franchise by mutual consent.

17.01.105.2. Other ordinances.

The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinances, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Grantee reserves the right to challenge provisions of any ordinance which conflict with its contractual rights, either now or in the

future. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control. The Grantee agrees that it is subject to the lawful exercise of the police power of the Grantor.

17.01.106. Authority for use of streets.

For the purposes of operating and maintaining a Cable Communications System in the City, Grantee may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the streets within City such lines, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System, provided that all applicable permits are applied for and granted, all fees paid and all other City codes and ordinances are otherwise complied with.

(1) Prior to construction or alteration, Grantee shall in each case file plans with all appropriate departments and utility companies and receive written approval of such plans, which approval by City departments shall not be unreasonably withheld. Issuance of excavation, construction or similar permits as required by ordinance shall constitute such written approval.

(2) Grantee shall construct and maintain a Cable Communications System so as not to interfere with other uses of streets. Grantee shall make use of existing poles and other facilities available to Grantee wherever possible. Grantee shall make reasonable best efforts to individually notify all residents affected by proposed construction in writing prior to the commencement of that work; provided that such prior notification will not unnecessarily delay repair or restoration of existing services or slow expeditious remedy of unsafe conditions.

(3) Notwithstanding the above grant to use streets, no street shall be used by Grantee if the City, in its sole option, determines that such use is inconsistent with the terms, conditions or provisions by which such street was created or dedicated, or presently used.

(4) Nothing contained herein should be construed as granting to Grantee any rights whatsoever to the use of any private property without the consent of the owner thereof unless such is permitted by Section 54-4-13, Utah Code Annotated (1953), as amended.

17.01.107. Conditions on street occupancy.

All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee within the City pursuant to the terms hereof shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of said streets, alleys or other public ways and places.

(1) Grantee shall repair or replace, at its own expense, any and all rights-of-way, pavements, sidewalks, street improvements, excavations, other facilities, landscaping or other improvements, public or private, used, disturbed, or damaged in the Franchise operations, including construction, installation, and maintenance thereof to the extent that this repair or replacement was made necessary as a result of the operations of the Grantee. Such repair or replacement shall return the property to as good or better condition as it was prior to the work being done.

(2) a. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its system so as to prevent the branches from coming in contact with the Grantees wires, cables or other equipment.

b. The Grantee shall make a reasonable best effort, including written notice, to notify owners of property adjacent to the trees to be trimmed at least 72 hours prior to doing the work.

c. For all trimming, the Grantee shall use generally accepted pruning standards of modern arboriculture.

(3) The Grantee shall hold harmless the City and its officers, agents, and employees from and against any and all damages arising out of or resulting from the removal, trimming, mutilation of or any injury to any tree or trees proximately caused by the Grantee or its officers, agents, employees, contractors or subcontractors.

17.01.108. Erection of poles.

(1) The Franchise shall not be deemed to expressly or impliedly authorize the Grantee to construct or install poles or wire-holding structures within streets for the purpose of placing cables, wires,

lines or otherwise, without the written consent of the City. Such consent shall not unreasonably be withheld and shall include a requirement that the Grantee perform, at its sole expense, all tree trimming required to maintain the poles, cable and wires clear of obstructions. Such consent need not be given by the Grantor where Grantor maintains a pole or underground conduit, upon or within which Grantee may locate.

(2) Construction, installation, and maintenance of the system shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other Federal, State, and local regulations and the National Electric Safety Code. The system shall not unreasonably danger or interfere with the safety of persons or property in the service area.

17.01.109. Undergrounding.

(1) Except as hereinafter provided, in all areas of the City where the cables, wires and other like facilities of a public utility or public utility district are placed underground, Grantee shall construct and install its cables, wires and other facilities underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as to minimize visual and physical impact on adjacent yards and landscapes insofar as it is technically and economically feasible and not unsafe. In any area of the City where there are certain cables, wires and other like facilities of a public utility or public utility district suspended above the ground from poles, the Grantee may construct and install its cables, wires and other facilities from the same poles and subject to the provisions of Section ("Erection of Poles"), may place additional poles as technically required.

(2) With respect to any cables, wires and other like facilities constructed and installed by a Grantee above ground, the Grantee shall, at its sole expense, reconstruct and install such cables, wires or other facilities underground pursuant to any project under which the cables, wires or other like facilities of such utilities are placed underground within an area. The duty of Grantee to place its cables, wires and other facilities underground shall arise only if all like facilities of utilities which are existing above ground are placed underground, provided however, Grantee is given reasonable notice of such event so that it may place its facilities underground in conjunction with the utility. All construction, reconstruction and installation required under this Section, shall be done at no cost to the City, except as provided for by law and/or entitlement.

17.01.110. Relocation.

(1) If during the term of the Franchise, the City, a publicly owned utility, a public water district, a public sanitation district, a public drainage district or any other similar special public district elects to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any street or to replace, repair, install, maintain, or otherwise alter any above ground or underground cable, wire, conduit, pipe, line, pole, wire-holding structure, structure, or other facility utilized for the provision of utility or other services or transportation of draining, sewage or other liquids, the Grantee, shall, except as provided in Subsection (2) below or as otherwise provided by law or by agreement with such publicly owned utility, public water district, public sanitation district, public drainage district or any other similar special public district, shall, at its sole expense, remove or relocate as necessary its poles, wires, cables, underground conduits, manholes and any other facilities which it has installed.

(2) If such removal or relocation is required within the subdivision in which all utility lines, including those for the Cable Television System were installed at the same time, the entities may decide among themselves who is to bear the cost of relocation; provided that the City shall not be liable to a Grantee for such costs. Regardless of who bears the costs, Grantee shall take action to remove or relocate upon reasonable notice at such time or times as are directed by the agency or company undertaking the work. Reasonable advance written notice of not less than 60 days, shall be mailed to the Grantee advising the Grantee of the date or dates removal or relocation is to be undertaken.

17.01.111. Movement of buildings.

Grantee shall, upon request by any person holding a building moving permit, Franchise or other approval issued by the City or State of Utah, temporarily remove, raise or lower its wire to permit the movements of buildings. The expense of such removal, raising or lowering shall be paid by the person

requesting same, and Grantee shall be authorized to require such payment in advance. Grantee shall be given not less than forty-eight (48) hours oral or written notice to arrange for such temporary wire changes.

17.01.112. Required extensions of service.

(1) Grantee is hereby authorized to extend the Cable System as necessary, as desirable, or as required pursuant to the terms hereof within the City. However, at the effective date of this Franchise, the Grantee was capable of providing service to ninety percent (90%) of the City residents. Grantee shall develop the system such that ninety percent (90%) of the City residents are always capable of being served by the Grantee. However, Grantee's obligation to maintain the percentage shall be subject to the provisions of this Section.

(2) Whenever Grantee shall receive a request for service from at least fifteen (15) Subscribers within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its Cable System to such Subscribers at no cost to said Subscribers other than the usual connection fees; provided that such extension is technically feasible, and will not adversely affect the operation, financial condition, or market development of the Cable System, or as provided for under the Section.

(3) No Subscriber shall be refused service arbitrarily.

(4) In the case of new construction or property development where utilities are to be placed underground, the developer or property owner shall give the Grantee reasonable notice of not less than thirty (30) days prior to such construction or development, of the particular date on which open trenching will be available for the Grantee's installation of conduit, pedestals/or vaults, and laterals to be provided at the Grantee's expense. The developer/property owner shall also provide specifications in conformance with City requirements as needed for trenching. The developer/property owner may close the requisite trenches when:

- a. The Grantee has placed the necessary conduit; or
- b. Seven days after the developer/property owner has given a second notice that the requisite trench has been opened; or
- c. The Grantee has waived its right to place its facilities under this provision, whichever comes sooner.

(5) Costs of trenching and easements required to bring service to the development shall be borne by the developer/property owner. Where such trenching is so provided by the developer/property owner, the extension standards in this Section will be reduced to 11 residents requesting service within one quarter (¼) mile.

(6) For unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, or a density of less than fifteen (15) Subscribers per 1320 cable-bearing strand feet of trunk or distribution cable, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution to be borne by Grantee and Subscribers in the area in which Cable Service may be expanded, Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of potential Subscribers per 1320 cable-bearing stand feet of its trunks or distribution cable, and whose denominator equals fifteen (15) Subscribers. Potential Subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

17.01.113. Service to public buildings.

The Grantee shall provide, without charge, one (1) outlet of basic and expanded basic service to each governmental building, including but not limited to fire stations, police substations and public and non-profit private school buildings that are passed by its Cable System. The outlets of basic and expanded basic service shall not be used to sell Cable Services in or throughout such buildings; nor shall such outlets be located in common or public areas open to the public. Grantee shall have the right to secure any and all of its signals to insure compliance with this provision and to insure compliance with its contractual agreements with its programming suppliers. The distribution of the cable facility inside such

building and the extent thereof shall be the option, duty and expense of the building owner. Users of such outlets shall hold Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to the building exceeds two hundred (200) cable feet, unless it is technically feasible and so long as it will not adversely affect the operation, financial condition, or market development of the Cable System to do so, or unless the building owner agrees to pay the incremental cost of such drop line in excess of 200 cable feet. In the event that additional outlets are provided to such buildings, the building owner may also be required to pay the service fees and installation charges associated with the provision of all service(s) provided for on the additional outlets relating thereto.

17.01.114. Removal.

(1) Upon expiration or termination of the Franchise, if the Franchise is not renewed and if neither the City nor an assignee purchase the Cable Television System, the Grantee may remove any underground cable from the streets which has been installed in such a manner that it can be removed without trenching or other opening of the streets along the extension of cable to be removed. The Grantee shall not remove any underground cable or conduit which requires trenching or other opening of the streets along the extension of cable to be removed, except as hereinafter provided. Subject to federal law, the Grantee shall remove, at its sole cost and expense, any underground cable or conduit by trenching or opening of the streets along the extension thereof or otherwise which is ordered to be removed by the City based upon a determination, in the sole discretion of the City, that removal is required in order to eliminate or prevent a hazardous condition or promote future utilization of the streets for public purposes. Any order by the City to remove cable or conduit shall be mailed to the Grantee not later than ninety (90) calendar days following the date of expiration of the Franchise. Grantee shall file written notice with the City Recorder not later than thirty (30) calendar days following the date of expiration or termination of the Franchise of its intention to remove cable intended to be removed and a schedule for removal by location. The schedule and timing of removal shall be subject to approval and regulation by the City. Removal shall be completed no later than twelve (12) months following the date of expiration of the Franchise. Underground cable and conduit in the streets which is not removed shall be deemed abandoned and title thereto shall be vested in the City.

(2) Upon expiration or termination of the Franchise, if the Franchise is not renewed and if neither the City nor an assignee purchases the System, the Grantee, at its sole expense, shall, subject to federal law unless relieved of the obligation by the City, remove from the streets all above ground elements of the Cable Television System, including but not limited to amplifier boxes, pedestal mounted terminal boxes, and cable attached to or suspended from poles, which are not purchased by the City or its assigns.

(3) The Grantee shall apply for and obtain such encroachment permits, licenses, authorizations or other approvals and pay such fees and deposit such security as required by applicable ordinance of the City, shall conduct and complete the work of removal in compliance with all such applicable ordinances, and shall restore the streets to the same condition they were in before the work of removal commenced. The work of removal shall be completed no later than one (1) year following the date of expiration of the Franchise.

17.01.115. General capability.

Because Cable System technology is rapidly changing, it is difficult for the City to set a standard by which the Grantee will upgrade and maintain the Cable Television System in the City. Therefore, insofar as it is technically and economically feasible, Grantee shall upgrade and maintain the Cable System quality equal to or better than the best system that the Grantee provides to any community it currently serves within the State of Utah, where it has a Franchise.

17.01.116. System upgrade/channel capacity and adaptation to new technology.

(a) The Grantee shall complete the upgrading of the Cable System to provide to Subscribers in the Service Area, with increased Channel capacity no later than twenty-four (24) months from the effective date of this Franchise. The technical manner in which additional channels are made available are in the discretion of the Grantees.

(b) In the event that such required upgrade of the Cable System to Subscribers in the Service Area is delayed, the Grantor will be fully informed of the reasons for the delay and the projected time of completion and the Grantee may request an extension of the completion date. The Grantee shall not be required to supply any service if the provision of such a service subjects the Grantee to regulation by any governmental agency as a utility or common carrier.

(c) Other Services: Because of the quickening pace of electronic communication development it is essential that the Grantor be provided with such new features when they become technologically and economically feasible. The Grantee shall improve the Cable System as necessary to maintain it at a level of technical performance which has been implemented in a majority of Cable Systems of equivalent size, provided that such improvements can be instituted through technology which has been demonstrated to be technologically and economically feasible for its purpose, in an operationally workable manner, and in a manner which is profitable with respect to each such improvement.

(d) The Cable System shall be installed and maintained by the Grantee in accordance with industry standards in order to ensure that Subscribers receive quality Cable Service.

(e) At the request of the Grantor, the Grantee shall inform the Grantor at least quarterly of planned, proposed and actual changes in the Grantees Cable System and Cable Services related to Subscribers in the Service Area regarding technological improvements, additional Channel capacity and other matters related to services available to Subscribers.

17.01.117. Emergency power.

Grantee shall provide a standby power system to automatically activate equipment at the headend, if applicable, in event of a primary electrical failure. The equipment shall also be constructed so as to automatically revert to the standby mode when the AC power returns.

17.01.118. Emergency use.

(1) In accordance with and at the same time required by the provisions of FCC Regulations Part 11, subpart D, Section 11.51(h)(1), and as such provisions may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Alert Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Regulation Section 11.51.

(2) The City shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the City shall hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the City.

17.01.119. Technical standards.

(1) Grantee shall construct, install and maintain its Cable Television System in a manner consistent and in compliance with all applicable laws, ordinances, construction standards, governmental requirements, and technical standards equivalent to those established by the FCC.

(2) Grantee shall at all times comply with National Electrical Safety Code (National Bureau of Standards); National Electrical Code (National Bureau of Fire Underwriters); Applicable FCC and other federal, state and local regulations; and codes and other ordinances of the City.

(3) In any event, the Cable Television System shall not endanger or interfere with the safety of persons or property within the City or other areas where the Grantee may have equipment located.

(4) All working facilities, conditions, and procedures, used or occurring during construction of the Cable Television System shall comply with the standards of the Occupational Safety and Health Administration.

(5) Construction, installation and maintenance of the Cable Television System shall be performed in an orderly and workmanlike manner, and in reasonable cooperation with public and private utilities serving the City following accepted construction procedures and practices and working through existing utility coordinating committees and organizations.

(6) All cable and wires shall be installed, where possible, parallel with electric and telephone lines, and multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering consideration.

(7) Any antenna structure used in the Cable Television System shall comply with construction, marking, lighting of antennae structures, required by the United States Department of Transportation.

(8) RF leakage shall be monitored as required by FCC Rules and Regulations Part 76, Subpart K.

(9) Grantee shall at all times retain control of all of its contractors and their subcontractors and respond to complaints and concerns of the City and its citizens.

17.01.120. Repair of private property.

At any time the Grantee, in furtherance of its right to construct, operate and maintain a multi-channel system, disturbs the yard, residence or other real or personal property of a Subscriber, to the extent such repair or replacement was made necessary as a direct result of the operations of the Grantee, Grantee shall ensure that the Subscriber's yard, residence or other personal property is returned, replaced and/or restored to a condition that is as good or better condition than existed prior to the commencement of work. The costs associated with the return, replacement and/or restoration shall be borne by the Grantee. The requirements imposed upon the Grantee extend to any subcontractor or independent contractor that the Grantee might employ to perform the tasks outlined in this Section.

17.01.121. Educational and governmental access.

Upon request by the City, Grantee shall make available one channel to be used for educational and governmental access use. When first-run programming on the access channel occupies fifty percent (50%) of the hours between 11:00 a.m. and 11:00 p.m., for any twelve consecutive weeks, the City may request the use of an additional channel for the same purpose. The additional channel must maintain programming twenty-five percent (25%) of the hours of 11:00 a.m. and 11:00 p.m. for twelve (12) consecutive weeks. Additional EG channels may be obtained by the Grantor in the same manner. If this level of programming is not maintained, the channel will return to the Grantee for its use. Grantee also reserves the right to program the designated education and governmental channels during the hours not used by the City or other governmental entities. The channel(s) shall be shared with the municipalities receiving programming from the Morgan County headend. The City shall agree to indemnify, save, and hold harmless, Grantee from and against any liability resulting from use of the aforementioned education and governmental channel(s) by the City.

No charges may be assessed by Grantee for channel time for programming on the specially designated educational and governmental access channel(s) referenced in this Section. Each user of the educational and governmental access channel(s) shall be responsible for the operation of their own channel(s) and pay their own costs of operation and programming. Grantee shall have the right to recover the costs for establishing educational and governmental access channel(s), and the costs for capital grants pursuant to this Agreement as hereafter provided as an external pass through to Subscribers; provided, however, that such expense as Grantee incurs in voluntary assistance to access users shall not be an external pass through nor a credit against the fee paid pursuant to this Section.

The Grantee may assess reasonable charges to any use for technical or other support other than for channel time when such support is requested by the user.

The City, with the assistance of educational institutions, shall be responsible for rules pertaining to the administration of the governmental and educational access channels respectively, and costs of operation of said channels shall be borne by the users of each category, as required by this Section.

17.01.122. Capital contributions.

At any time during the term of this Agreement the City may require that the Grantee prospectively provide a "Capital Contribution," paid annually during the remaining term of the Franchise, to be used specifically for educational and governmental access to cable services as provided for in Section ("Educational and Government Access"). The City shall give the Grantee sixty (60) day's notice of such a requirement. The amount of the Capital Contribution payable by the Grantee to the City shall not exceed One Dollar and Twenty Cents (\$1.20) per year per equivalent billing unit. For purposes of this Section, Subscribers to bulk rate service shall be calculated by dividing the annual bulk rate charge by the

annual subscription rate for individual households corresponding to the level of service received by the bulk rate Subscriber. The City agrees that all amounts due to the City by the Grantee as the Capital Contribution may be added to the price of cable services, prorated monthly, and collected from the Grantee's Subscribers as "external costs," as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as the Capital Contribution may be separately stated on Subscribers' bills as permitted in 47 C.F.R. 76.985. The Capital Contribution will be payable by Grantee to the City after; a) the approval of the City, if required to the inclusion of the Capital Contribution on Subscribers' bills including any required approval pursuant to 47 C.F.R. 76.933; b) notice to Grantee's Subscribers of the inclusion; and c) the collection of the Capital Contribution by the Grantee from its Subscribers. Each payment will be due to the City from the Grantee forty-five (45) days after the end of each calendar quarter. The above payments are not to be considered in the calculation of Franchise Fees pursuant to this Chapter.

17.01.123. Support for education and governmental access.

Nothing contained in this Chapter shall be construed to limit the authority of the Grantee to make voluntary payments in support of the use of educational and/or governmental access. However, such payments are expressly not a requirement of any Franchise granted hereunder and shall in no event be considered in the calculation of Franchise Fees pursuant to this Chapter unless such payment or contributions are subsequently required by the City.

17.01.124. City's right to lowest charge.

No charges to the City by the Grantee for any Cable Services shall exceed the lowest charge for similar or identical Cable Services provided by the Grantee to any other similarly situated Cable Services Subscriber or consumer of the Grantee.

17.01.125. Availability of access to facilities.

(1) Use of Grantee's facilities, as they exist, for educational and governmental access upon the Cable Television System pursuant to Section 17.01.121 above shall be made available, without rental, deposits, or any other charge whatsoever, for use during normal business hours in connection with the insertion of educational and/or governmental access programming cable cast upon the Cable Television System. Grantee shall, upon request of the City, assist in the establishment of such reasonable rules and procedures, designed to promote the utilization of such educational and/or governmental access programming and subject to the approval of the City Council, which approval shall not unreasonably withheld, whereby the Grantee shall accept and cable cast such educational and/or governmental access programming upon the Cable Television System as shall be provided to the Grantee by such persons and entities.

(2) Grantee shall make all reasonable efforts to coordinate the cable casting of educational and/or governmental access programming upon the Cable Television System at the same time and upon the same channel designations as such programming is cable cast upon other cable television systems within the community.

17.01.125.1. Broad categories of programming.

To the extent that federal law requires, Grantee shall provide broad categories of programming substantially equal to or greater than what is provided at the time the effective Franchise date. Programming in at least the following broad categories shall be provided to Subscribers in the Service Area:

- a. News/Information
- b. Sports
- c. Entertainment
- d. Children's
- e. Educational
- f. Governmental

17.01.125.2. Changes in programming.

No broad category of programming may be deleted by the Grantee without Grantor approval, provided that such approval does not constitute, in effect, direct or indirect regulation of rates outside of that provided for in accordance with federal law. Approval of such deletions shall not unreasonably be withheld. Grantee shall provide written notice to the Grantor and to Subscribers of any proposed deletions, additions or rearrangements of individual Video Programming Services at least thirty (30) days in advance unless exempt from doing so by federal law or regulation. The Grantor reserves the right to regulate to the fullest extent permitted by law to ensure maintenance of the quality of programming provided by the Grantee to Subscribers in the Service Area.

17.01.125.3. Institutional network.

Upon written request of the Grantor, the Grantee agrees to assist the Grantor in the evaluation of the creation of an Institutional Network that would interconnect specific public buildings for the transmission and receipt of communications between specific points in the discrete network within the Service Area. The Grantee further agrees that if such an Institutional Network is constructed, the Grantee's charges for the use of such network shall be at comparable rates and on similar terms and conditions as that offered by the Grantee to other municipal users in the State of Utah for similar services. Nothing herein should be construed as a requirement for the Grantee to construct an Institutional network without fair reimbursement of the capital cost to provide such facilities. The Grantee shall receive reimbursement of the capital cost to provide such an Institutional Network in full or in part, from the Grantor, at the Grantor's discretion, or the Grantee may treat any such unrecovered capital costs as external Franchise related costs and increase each Subscriber's bill for full recovery of the capital cost.

Nothing in this Franchise or Section 17.01.125.3 hereof shall be deemed by the Grantor or Grantee to subject Grantee's operations, or Institutional Network services provided by Grantee under authority of this Franchise, to regulation as a common carrier within the meaning of applicable state or federal law.

17.01.126. Approval of construction by City; Inspection; Correction of defects in system.

(1) Except for individual service drops and all attachments to existing aerial facilities, the Grantee shall not, within the City, run any line, make any attachment, nor shall any construction of any kind be commenced without the prior approval of the City. Such approval shall not be unreasonably withheld and action shall be taken on any request for approval within three (3) business days of receipt of the request, or it shall be deemed granted. Grantee shall be able to make emergency repairs as needed.

(2) The City shall have and maintain the right to inspect, at its own expense the construction, operation and maintenance of the Cable System by the Grantee to insure the proper performance of the terms of this Chapter.

(3) In the event the Grantee should fail to comply with the terms of this Chapter or any other City permit issued for construction, the City shall give Grantee written notice of such non-compliance and a reasonable time for correction. After reasonable written notice and failure of Grantee to make correction, the City may:

- a. Make such correction itself and charge the cost of the same to the Grantee; and/or
- b. Secure the proceeds from any financial performance instrument posted by the Grantee.

17.01.127. Transfers.

(1) The Franchise shall not be sold, assigned or transferred, either in whole or in part, or leased, sublet, or mortgaged in any manner, nor shall title thereto, either legal or equitable or any right, interest or property therein, pass to or vest in any person except to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the City which consent shall not be unreasonably withheld.

(2) No such consent shall be required for a transfer in trust, mortgage, or other hypothecation as a whole or in part to secure an indebtedness.

(3) The proposed assignee must show technical ability, financial capability, legal qualifications and general qualifications as determined by the City and must agree to comply with all provisions of the Franchise and such conditions as may be prescribed by the City Council expressed by resolution. Within

thirty (30) days of receiving the request for transfer, the City shall, in accordance with FCC Rules and Regulations, notify the Grantee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the City has not taken action on the Grantee's request for transfer within one hundred and twenty (120) days after receiving such request, consent by the City shall be deemed given.

(4) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of, control of the Grantee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner. Every change, transfer, or acquisition of control of the Grantee shall make the Franchise subject to cancellation unless and until the City shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer or acquisition or control, the City may inquire into the qualifications of the prospective controlling party and the Grantee shall assist the City in any such inquiry.

(5) A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of fifty (50%) percent of the voting interest of the Grantee.

(6) The consent or approval of the City Council to any transfer of the Franchise shall not constitute a waiver or release of the rights of the City in and to the streets, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of the Franchise.

(7) The City Council reserves the right of "first refusal" to purchase a Cable System at the current market value price if and when it is placed on the market for sale. However, should the sale of the system be part of a unified sale of some or all assets of the Grantee or any affiliated organization, then this Section shall not be applicable. In no event shall Grantee be required to receive less than a fair market value as a going concern.

(8) In no event shall a transfer of ownership or control be approved without successor in interest becoming a signatory to the Franchise Agreement.

17.01.128. Bonds and other surety.

(1) Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. Grantee and City recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for cable services. Initially, no bond or other surety will be required. In the event that one is required in the future, the City agrees to give Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement.

(2) Notwithstanding the above provisions, Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within City streets.

17.01.129. Indemnification by Grantee.

(1) Grantee shall, at its sole expense, fully indemnify, defend and hold harmless the City, and in their capacity as such, the officers, agents and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damages or otherwise, including, but not limited to:

a. For actual or alleged injury to persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through the acts or omissions of the Grantee or its officers, agents, employees or contractors or to which the Grantee's or its officers, agents, employees or contractors acts or omission in any way contribute.

b. Arising out of or alleged to arise out of any claim for damages for Grantee's alleged invasion of the right of privacy, defamation of any person, firm or corporation, or the violation or infringement of any copyright, trade mark, trade name, service mark or patent, or of any other right of any person, firm or corporation; or

c. Arising out of or alleged to arise out of Grantee's failure to comply with the provisions of any statute, regulation or ordinance of the United States, State of Utah, the City or other local agency applicable to the Grantee in its business.

(2) Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstance relieve the Grantee from its duty of defense against liability or paying any judgment entered against such party.

17.01.130. Customer service standards.

(1) **Reserved.** The City reserves the right to adopt customer service standards subsequently by separate ordinance or amendment to this Agreement. Grantee acknowledges and recognizes City's authority and right to adopt customer service standards in the future as provided for and consistent with applicable law.

(2) **Interrupted Service.** Except in emergency situations the Grantee shall make reasonable best efforts to notify Subscribers in advance if interrupted service is necessary for extensive repairing or upgrading of the Cable System.

(3) **Complaints by Subscribers.** If a Subscriber or other person or entity making use of the Cable System should have an unresolved complaint concerning quality of service, equipment malfunctions, access to or programming of public channels, or other matters pertaining to the Cable System after reasonable attempts to resolve their complaint with the Grantee, that party shall have the right to file a complaint before the City Manager and meet jointly with a representative of the City and the Grantee to fully discuss and resolve such matters.

(4) **System office hours and telephone availability.**

a. The Grantee will maintain a local, toll free or collect call telephone access line, which will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week.

(i) Trained representatives of the Grantee shall be available to respond to Subscriber telephone inquiries during Normal Business Hours as defined herein.

(ii) After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a telephone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.

b. Under Normal Operating Conditions, as defined herein, telephone answer time by a customer representative, including wait time, will not exceed 30 seconds when the connection is made. If the call needs to be transferred, transferred time will not exceed 30 seconds. These standards will be met no less than ninety percent (90%) of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis.

c. Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints indicates a clear failure to comply with the standards.

d. Emergency telephone line capacity shall be available on a twenty-four (24) hour basis, including weekends and holidays. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three percent (3%) of the time.

e. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

(5) **Installations, outages and service calls.** Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five percent (95%) of the time, as measured by the Grantee on a quarterly basis:

a. "Standard" installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

b. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions, as defined herein, promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

c. The Grantee will provide "appointment window" alternatives for installations, service calls, and other installation activities, which will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours.

d. The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

e. If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

(6) Communications between Grantee and Subscribers.

a. Notifications to Subscribers:

(i) The Grantee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:

(A) products and service offered;
(B) prices and options for services and conditions of subscription to programming and other services;

(C) installation and service maintenance policies;

(D) instructions on how to use service;

(E) channels positions of programming carried on the System; and

(F) billing a complaint procedure, including the address and telephone number of the Grantor.

b. Billing:

(i) Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(ii) In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within 30 days from receipt of the complaint.

(iii) Subscribers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the System and in writing. Notice will be given to Subscriber a minimum of 30 days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers 30 days in advance of any significant changes in the other in the other information required by the preceding paragraph.

c. Refund checks will be issued promptly upon request, but no later than the return of all Subscriber equipment provided by the Grantee and, either the Subscriber's next billing cycle following resolution of the request or 30 days, whichever is later.

d. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

(7) Definitions: For the purposes of this Section, the following definitions shall apply:

a. Normal Business Hours - The term "Normal Business Hours" means those hours during which most similar business in the community are open to serve Subscribers. In all cases, "Normal Business Hours" shall include some evening hours at least one night per week and/or some weekend hours. The Grantee will notify its Subscribers and the Grantor of its Normal Business Hours.

b. Normal Operating Conditions - The term "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

c. Service Interruption - The term "Service Interruption" means loss of picture or sound on one or more channels.

(8) Subscriber late fees: No late fee, interest, or late payment penalty shall be assessed until at least thirty (30) days from the date of original billing.

17.01.131. Grantee insurance.

As a part of the indemnification provided by Section ("Indemnification by Grantee"), but without limiting the foregoing, Grantee shall file a certificate of insurance with the Grantor, and at all times

thereafter maintain in full force and effect at its sole expense, an acceptable policy or policies of liability insurance, including comprehensive general liability insurance products/completed operations liability, personal injury liability, owners and contractors protective liability, broad form property damage, contractual liability, automobile liability (owned; non-owned and hired automobiles), workers compensation and employer liability. The policy or policies shall name as an additional insured the City, and in their capacity as such, their officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of one million dollars (\$1,000,000.00) per occurrence. The insurance policy or policies shall contain contractual liability insurance naming the Grantee, and shall insure against the types of liabilities covered by the indemnification and hold harmless provisions of Section ("Indemnification by Grantee"). The insurer or insurers shall be authorized to write the required insurance, approved by the Insurance Commissioner of the State of Utah.

The policy or policies of insurance shall be maintained by the Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether by the request of the Grantee or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City Recorder, and that such notice shall be transmitted postage prepaid, with return receipt.

17.01.132. Procedure for remedying Franchise violations.

(1) In the event that the City determines that Grantee has violated any provision of the Franchise, City may make a written demand on Grantee that it remedy such violation. If the violation is not remedied, or in the process of being remedied, to the satisfaction of City within thirty (30) days following such demands, an administrative hearing shall be held to review the alleged violation. If this hearing does not result in a satisfactory resolution, and/or Grantee requests a public hearing, then a public hearing shall be held, and Grantee shall be provided with an opportunity to be heard upon thirty (30) days written notice to Grantee of the time and the place of the hearing and the allegations of Franchise violations.

a. Any hearing held may be conducted by the City Council or, at the sole discretion of the Council, by a hearing officer appointed by the Council. Any such hearing officer shall be an attorney licensed to practice under the laws of the State of Utah.

b. The cost of providing quarters for the hearing, compensation for the hearing officer, if any, and the per diem cost of any reporter retained to record the proceedings shall be borne by the City. The costs incurred by the parties for attorney's fees, expert witness fees and other expenses shall be borne solely by the party incurring the costs.

c. All witnesses testifying at any hearing held pursuant to this Section shall be sworn witnesses and shall be subject to direct and cross-examination. However, formal rules of evidence applicable to the trial of civil and criminal proceedings in the trial courts of the State of Utah shall not be applicable to the hearing. The provisions of the Administrative Procedures Act, commencing at Section 63-46b-1, et. seq. U.C.A. 1953, as amended, or any successor legislative enactment, shall not be applicable to any such hearing. The hearing may be continued from time to time.

d. If the hearing is conducted by a hearing officer, the officer shall upon conclusion of the hearing, prepare a recommended decision which includes findings of fact and conclusions. The recommended decision shall be filed with the City Recorder and mailed to the parties not later than thirty (30) calendar days after the conclusion of the hearing. Upon receipt of such a recommended decision, the City Council may, without a hearing except as otherwise required below, either:

(i) adopt the recommended decision, including findings of fact and conclusions submitted by the hearing officer;

(ii) adopt the findings of fact and conclusions contained in the recommended decision, modify the decision, and adopt the recommended decision as so revised;

(iii) based upon the record of the hearing, modify the findings of fact, conclusions or decisions and adopt the recommended decision as so revised;

(iv) reject the recommended decision and conduct a new hearing.

e. If the hearing is conducted by the City Council, following conclusion of the hearing, the City Council shall adopt a decision which includes findings of fact and conclusions.

(2) If, after notice is given and, at Grantee's option, a full public proceeding is held, City determines that such violation occurred or still exists, then Grantor may impose a remedy including, without limitation:

- a. making the correction itself, and charging the cost to the Grantee;
- b. commencing an action at law for monetary damages, or seeking other equitable relief;
- c. requiring the filing of a financial performance instrument by the Grantee to insure future performance; or
- d. in the case of a substantial default of a material provision of the Franchise, declare the Franchise terminated.

(3) If the decision by the City Council is that there are grounds for termination of the Franchise and that the Franchise shall be terminated, the City Council may adopt a resolution which terminates the Franchise and includes its decisions. The effective date of termination shall be such date as is prescribed by the City Council, within its sole discretion, in the resolution.

(4) The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, for such non-compliance or alleged defaults that are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

17.01.133. Revenue report following termination.

In the event this Franchise Agreement should be terminated, forfeited or voided pursuant to the terms of this Agreement, or any order or decree by a court of competent jurisdiction, the Grantee shall, not later than thirty (30) days following the termination of the Franchise Agreement, submit to the City, a report prepared as before required, showing the Gross Revenue of the Grantee for the time elapsed since the last period for which the Grantee has paid the Fee. With the submission of the report, the Grantee shall pay to the City the Franchise Fee due and owing to the City.

17.01.134. Alternative remedies.

(1) No provision of this Chapter shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Chapter nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violation by the Grantee, or judicial enforcement of the Grantee's obligations by means of specific performance, injunction relief or mandate, or any other judicial remedy at law or in equity.

(2) No provision of this Chapter shall be deemed to bar any rights the Grantee may have under law, which may include the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992, as amended, to the extent it is in force, and the right to review of any decision by the City Council, by a court of competent jurisdiction.

17.01.134.1. Conditions of sale.

If a renewal or extension of the Grantee's Franchise is denied, or the Franchise is lawfully terminated, and the Grantor either lawfully acquires ownership of the Cable system or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined by negotiation between the parties, but in no case shall the price for the equipment be greater than Grantee's obligation to Comcast for the purchase of the Cable equipment purchased or leased from Comcast. Purchase of Grantee's cable business, less the cost of equipments shall be made pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Grantor agree that in the case of a final determination of a lawful revocation of the Franchise, at the Grantee's request, which shall be made in its sole discretion, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party, giving first right of refusal to Grantor. The Grantor further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such purchase by Grantor or revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the

Grantor, the Grantee and the Grantor may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Grantee's continued operation of its Cable system during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Grantor or the Grantee.

17.01.135. Non-enforcement.

Grantee shall not be relieved of any obligation to comply with any of the provisions of the Franchise or any rule, regulation, requirement or directive promulgated thereunder by reason of any failure of the City or its officers, agents or employees to enforce prompt compliance.

17.01.136. Communications with regulatory agencies.

Copies of all petitions, applications, communications, and reports submitted by Grantee to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting construction or operation of a Cable Television System or services provided through such a System, shall be made available to City upon reasonable request. Copies of responses or any other communications from the regulatory agencies to a Grantee likewise shall be made available upon reasonable request.

17.01.137. Rates.

(1) The Grantor reserves the right to regulate rates for the provision of Basic Cable and equipment as expressly permitted by applicable law.

(2) Grantee shall provide the Grantor with a minimum of thirty (30) days advance written notice of changes in Subscriber rates, if the change is within the control of the Grantee, including any changes in franchise fee amounts and external Franchise related costs.

(3) The Grantee shall file with the City on December 31 of each year a full schedule of all Subscribers and user rates and all other charges including, but not limited to, pay TV, lease channel and discrete services, made in connection with the Cable Communications System.

a. All rates shall be published on file with the City.

b. The Grantee shall not discriminate in the assessment, levy, charge, imposition or collection of rates on the basis of age, race, creed, color, religion, national origin, sex or marital status.

(4) Nothing in this chapter shall be construed to prohibit the reduction or waiving of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users.

(5) The Grantee may require all Subscribers to pay for basic service not more than one (1) month in advance. The Grantee shall require no other advancement of payment for basic service, provided, however, that nothing herein shall be construed to prohibit an advancement of payment for installation of Cable Communications Services or charges other than those for basic service.

(6) In the event that a Subscriber fails to pay as properly due and owing a fee or charge, the Grantee may disconnect the Subscriber's service outlet, upon giving ten (10) days written notice thereof.

(7) The Grantee shall establish and conform to the following policy regarding refunds to Subscribers and users:

a. If the Grantee collects a deposit or advance charge on any service or equipment requested by a Subscriber or user, the Grantee shall provide such service or equipment within thirty (30) days of the collection of the deposit or charge or it shall refund such deposit or charge within fifteen (15) days of the request for refund thereafter.

(i) Nothing in this Section shall be construed to relieve the Grantee of any responsibility to Subscribers or users under any contractual agreements into which it enters with them.

(ii) Nothing in this Section shall be construed as limiting the Grantee's liability for fines or penalties which may be imposed under this Chapter or of any agreement awarded in accordance herewith for violation or breach of any of their provisions.

(iii) Nothing in this Section shall be construed to limit the Grantee's liability for damages because of its failure to provide the service for which the deposit or charge was made.

b. In the event that a Subscriber terminates basic service prior to the end of a pre-paid period, upon request, the pro-rata portion of any pre-paid Subscriber fee which represents payment for services which are no longer to be rendered shall be refunded promptly, but in no case more than thirty

(30) days after receipt of the request for refund and the return of all of the customer equipment provided to the Subscriber by the Grantee.

17.01.138. Franchise Fee.

For the use of the streets and for the purposes of providing revenue with which to defray the costs or regulation arising out of the granting of this Franchise under this Chapter, Grantee shall pay a Franchise Fee in the amount prescribed by Section ("Amount and Payment of Franchise Fee") below.

17.01.139. Amount and payment of Franchise Fee.

(1) During the term of the Franchise, Grantee shall pay to the City an amount equal to Three and One Half (3.5%) percent per year of the Grantee's annual Gross Revenue received.

(2) The Franchise Fee shall be paid quarterly forty-five (45) days after the end of each previous calendar quarter. Not later than the date of each payment, the Grantee shall file with the City, a written statement signed by an officer of the Grantee attesting to the accuracy, completeness and veracity of the statement, and which identifies in detail the sources and amounts of Gross Revenues received by a Grantee during the period for which the payment is made.

(3) No acceptance of any payment shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this Section.

(4) The City agrees that all Franchise Fees paid to the City will be collected from Subscribers as "external costs" as such term is used in 47 C.F.R. 76.922, and will be separately stated on Subscribers' bills as permitted in 47 C.F.R. 76.985.

(5) Should the Cable Act ever be amended to change the maximum Franchise Fee percentage allowable by law, or should the statutory limit imposed by Utah Code 11-16-1 *et seq.*, or any successor provision, is increased above six percent (6%), the Grantee shall upon request of the City, enter into an amendment to this Franchise, increasing the Franchise Fee to the level requested by the City, but not to exceed the increased statutory limit, nor shall the Franchise Fee paid be unduly discriminatory towards the Grantee or its customers, solely because of their status as such.

(6) At any time during the term of this Franchise, the City may require that the Grantee change, either decrease or increase, the Franchise Fee percentage, so long as such change in Franchise Fees does not exceed the allowable amount permitted by law. The City shall give the Grantee ninety (90) days written notice of any such change in the Franchise Fee percentage. The City agrees that all amounts paid by the Grantee as Franchise Fees may be added to the price of Cable Services and collected from the Grantee's Subscribers as permitted in 47 C.F.R. 76.922. In addition, all amounts paid as Franchise Fees may be separately stated on Subscribers' bills as permitted in 47 C.F.R. 76.985. Any change in Franchise Fees will be payable by the Grantee after (a) the approval of the City, if required, to the inclusion of the change on Subscribers' bills, including any required approval pursuant to 47 C.F.R. 76.933; (b) notice to the Grantee's Subscribers of the change.

17.01.140. Interest of delinquent Franchise Fees.

Any Franchise Fee which remains unpaid after the dates specified above, shall be delinquent and shall thereafter accrue interest at the maximum legal rate until paid. The period for limitation for recovery of any Franchise Fee payable hereunder shall be subject to applicable law (Statute of Limitations).

17.01.141. Accounting standards.

Within six (6) months after the Grantee's fiscal year end, the Grantee shall provide to the City an unqualified certification certifying to the accuracy of the quarterly Franchise Fee payments remitted for the preceding fiscal year. This certification must be prepared by a certified public accountant and prepared in accordance with generally accepted accounting standards.

17.01.142. Auditing and financial records.

During the term of the Franchise, the City may, not more frequently than once each year, conduct an audit of the books, records and accounts of the Grantee for the purpose of determining whether the Grantee has paid Franchise Fees in the amounts prescribed by Section ("Amount and Payment of Franchise Fee") above. The audit may be conducted by the Finance Department of the City or by an independent certified public accounting firm retained by the City, and shall be conducted at the sole expense of the City. The party conducting the audit shall prepare a written report containing its findings, and the report shall be filed with the City, and mailed to the City and Grantee.

The Grantee shall make available for inspection by authorized representatives of the City, its books, accounts, and all other financial records at reasonable times and upon reasonable advance notice for the purpose of permitting exercise of the authorities conferred by this Section. The Grantee shall not be required to provide Subscriber information in violation of Section 631 ("Protection of Subscriber Privacy") of the Cable Act.

17.01.143. Amendments.

(1) Notwithstanding the term of the Franchise, the parties mutually agree, at the request of either party, to engage in good faith negotiations at any time during the term of the Franchise granted herein, for the purpose of incorporating into this Agreement any new rights, terms or provisions which may be beneficial to either party as a result of a change in any law or regulation relating to cable television systems, even though such new rights, terms and provisions may modify, change or nullify the provisions of this Agreement.

(2) The request to negotiate shall be made in writing and delivered personally or by mail, postage pre-paid, to the other party at its then known address.

(3) Notwithstanding the foregoing, no amendment shall be acceptable or become a part of the Franchise if the amendment substantially impairs the rights granted pursuant to this Franchise or if federal law is deemed to pre-empt, preclude or supersede a provision or provisions of the Franchise.

(4) Should the City elect at a future date, to provide conduit, dark fiber or to deploy a fiber as a part of its utilities to enhance broadband service within the City, the terms of this Franchise Ordinance may be amended to reflect the development of the facilities necessary to provide such a utility to the homes and businesses within the City. City and Grantee agree to work together in good faith to provide such a utility service to the citizens of Morgan City.

17.01.144. Publication costs.

The Grantee shall assume the cost of publication of this Franchise as such publication is required by law and such is payable upon the Grantee's filing of acceptance of this Franchise.

17.01.145. No waiver or estoppel.

Neither the City nor the Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

17.01.146. Severability.

If any section, sentence, paragraph, term or provision of this Agreement, or the Franchise Ordinance, is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof or determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, to the extent that the essential terms of this Franchise remain unaffected and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise Agreement or any renewal or renewals thereof.

17.01.147. Fee article non-severable.

Section 17.01.147 is essential to the adoption of this Franchise Agreement and should it be challenged by the Grantee, or determined to be illegal, invalid, unconstitutional or superseded, in whole or in part, unless otherwise agreed upon by the City and the Grantee, the entire Franchise Agreement shall be voided and terminated, subject to the provisions of the following provisions of this Section. In the event of a judicial, regulatory or administrative determination that Section 17.01.147 is illegal, invalid, unconstitutional or superseded, such termination shall be effective as of the date of a final appealable order, unless otherwise agreed upon by the City and the Grantee. In the event of any legislative action that renders Section 17.01.147 unconstitutional, illegal, invalid or superseded, such termination shall be effective as of the date of such legislation.

17.01.147.1. Renewal of franchise.

(a) The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

(b) In addition to the procedures set forth in said Section 626(a), the Grantor agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Grantor further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

(c) Notwithstanding anything to the contrary set forth in this Section, the Grantee and the Grantor agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Grantor and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof.

(d) The Grantee and the Grantor consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

17.01.148. Termination of Franchise.

If this Franchise Agreement terminates for any reason, including but not limited to Grantee's becoming a provider of an Open Video System as defined by the Telecommunications Act of 1996, so long as Grantee maintains facilities in the public rights-of-ways, the City is entitled to collect from Grantee reasonable and non-discriminatory fees for use of such public rights-of-way. Such fees are to be comparable to those fees paid by other providers of services similar to those provided to Grantee within the City of Morgan.

Grantee acknowledges that this Franchise provides Grantee with the use of valuable public rights-of-ways acquired and maintained by the City at great expense to its taxpayers and citizens and in recognition thereof that the grant to the Grantee of the use of those rights-of-ways is a valuable privilege and that such payments are made as a matter of contract.

17.01.149. Notice.

Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the City or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.

The notices or responses to the City shall be addressed as follows:

Attn. Morgan City Mayor
Morgan City
PO Box 1085
90 W. Young Street
Morgan, Utah 84050

The notices or responses to the Grantee shall be addressed as follows:

Wireless Beehive.COM, LLC
Attn: Scott Wilson
2000 Sunset Road
Lake Point, Utah 84074

The City and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

17.01.150. Entire agreement.

This Franchise constitutes the entire agreement between the Grantee and the Grantor. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

Section III: Effective Date. This Ordinance being necessary for the peace, health and safety of the City, shall become effective immediately upon posting.

Grantee shall have thirty (30) days from the date of adoption of this Franchise to accept the Franchise. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. In the event acceptance does not take place within thirty (30) days or such other time as the City might allow, this Franchise shall be null and void and the terms and conditions of the existing Franchise shall continue.

Upon the acceptance of this Franchise, grantee shall be bound by all the terms and conditions herein. Grantee shall provide all services and offerings specifically set forth herein to provide Cable Service within the City.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 27th day of January, 2015.

Mayor

ATTEST:

City Recorder

The undersigned agree to the terms set forth in the above Franchise Ordinance and accept the terms thereof as representing an agreement to which the City and the Grantee shall be bound by contract, as well as by the terms of the Ordinance.

IN WITNESS WHEREOF, City of Morgan and Grantee have agreed to abide by the terms hereof after having read this Franchise Ordinance.

FOR THE City of Morgan City, Utah

By: _____

Title: _____

FOR Wireless Beehive.COM, LLC

By: _____

Title: _____

RESOLUTION #15-03

WHEREAS, the City desires to enter into an agreement with Wireless Beehive. COM, LLC, (hereafter "the Company) for the location of their lines and equipment on City power poles; and

WHEREAS, the terms and conditions of that relationship are set forth in the agreement which is attached; and

WHEREAS, it is deemed to be in the best interest of the Citizens of Morgan City to enter into a joint location agreement with the Company.

NOW THEREFORE, be it resolved by the City Council of Morgan City as Follows:

1. That the agreement entitled POWER POLE LINE ATTACHMENT AGREEMENT between Morgan City and Wireless Beehive.COM, LLC, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the same according to the terms thereof.

DATED this 27th day of January 2015.

MAYOR

Ray W. Little, Mayor

ATTEST

Julie A. Bloxham, Recorder

**POWER POLE LINE ATTACHMENT AGREEMENT
BETWEEN
MORGAN CITY CORPORATION
AND
WIRELESS BEEHIVE.COM, LLC**

This Agreement is entered into as of the 27th day of January 2015 (the "Effective Date") by and between Morgan City Corporation, ("City"), a Utah municipal corporation, and Wireless Beehive.Com, LLC ("Company").

RECITALS:

WHEREAS, the City, having granted to the Company a non-exclusive franchise to operate a Cable System inside the City, desires to enter into this Agreement with the Company for the use of the City's poles and easements in order to give effect and further definition to the franchise agreement; and

WHEREAS, the Company desires to locate portions of its Cable System on the City's Power poles and within the City's easements; and

WHEREAS, the parties wish to memorialize the terms of the Company's use of the City's power poles and easements for use of placing cable for purposes of providing cable television service and other services that they can legally provide.

AGREEMENT:

NOW, THEREFORE, the parties mutually agree as follows:

DEFINITIONS. For the purposes of this agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the plural number. The word "shall" is always mandatory and not merely directory.

- a. "City" is Morgan City Corporation.
- b. "Council" is the Morgan City Municipal Council of Morgan City Corporation.
- c. "Cable System" means a network of coaxial cable, fiber optics or other electrical conductors and equipment used to distribute telecommunications and/or cable television services, and other services permitted by law, to subscribers for a fee.
- d. "Person" is any person, firm, partnership, association, corporation, Company or organization of any kind.

e. "Company" means Wireless Beehive.Com, LLC, or anyone who succeeds it in accordance with the provisions of this agreement.

f. "Pole or Poles" means primary or secondary power poles owned by Morgan City.

2. GRANT OF NON-EXCLUSIVE AND CONDITIONAL CONSENT. The City has granted to the Company a non-exclusive franchise to operate a Cable System within the City which includes the conditional right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof and additions thereto in the City, poles, wires, cables, underground conduits, manholes and other television conductor and fixtures necessary for the maintenance and operation in the City of a Cable System. The attachment rights subsequently granted by the City to other parties pursuant to licenses, permits or rental agreements shall not limit nor interfere with any prior attachment rights granted to Company hereunder.

a. The right to use and occupy said street, alleys, public ways and places for the purpose herein set forth shall not be exclusive, and the City reserves the right to grant a similar use of said streets, alleys, public ways and places, to any person at any time during the period of this agreement.

b. The grant of use and occupancy herein granted is not intended to be nor shall it be construed to be any form of warranty as to space available for connections on poles nor space in or upon any street, alley, easement or right-of-way. Further, the City allows other entities; both private and public, use of such places, rights-of-way and easements and the grant herein contained is on a "space available" basis and does not warrant that there is space available. Use of poles or easements among competing franchisees shall be on a "first come first served" basis. Nothing in this Agreement shall be construed to allow Company to place its cables on poles to which the City's easements and/or rights-of-way are specifically restricted to power easements or rights-of-way.

c. Also, it is understood that if the City elects to make additional use of any poles or easement which requires removal of a pole connection or removal or other discontinuance of a use from an easement, that such will be accomplished by the Company at the Company's effort and expense upon thirty (30) days written notice, or such lesser amount of time as is available in the event of an emergency; or such time as otherwise mutually agreed to by both parties. In lieu of requiring the Company to remove its pole connection, the City will make reasonable efforts to rearrange existing facilities or increase pole capacity to continue accommodation of the Company's facilities. Company agrees to bear the cost of increasing pole capacity to the extent necessary to accommodate Company's facilities. To the extent that increased capacity exceeds the minimum capacity required to accommodate the Company's facilities, costs will be shared with other providers benefiting from the increased pole capacity. Company agrees that if such a removal is made that the Company has no claim for compensation against the City either by way of an eminent domain claim or otherwise.

d. The City's Mayor, or his/her designee, is the final arbiter as to interpretation of

safety requirements herein referred to and any determination as to space available for connection to poles or space availability and use of easements and, as applicable placement or location of any facilities of Company including placement of poles erected by Company as herein provided.

3. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES. The Company shall, at all times during the life of this agreement, be subject to all lawful exercise of the police power by the City and to such reasonable regulations as the City shall hereafter provide, including, but not limited to, mandatory underground cable installation requirements imposed on all private telecommunications and cable television providers.

4. LIABILITY AND INDEMNIFICATION.

a. The Company shall pay and by its acceptance of this agreement the Company specifically agrees that it will pay all damages and penalties which the City may legally be required to pay as a result of granting this agreement or Company's negligence, or misconduct during the term of this agreement. These damages or penalties shall include, but shall not be limited to, damages arising out of any claim by a person or entity not a party to this Agreement of anti-trust (or similar) violation by the City, copyright, infringements and all other damages arising out of the installation, operation, or maintenance of the Telecommunications System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. Further, Company shall hold and save the City harmless from all such claims, even if such claims are without merit, except that the Company shall in no event be required to defend, save harmless or reimburse the City for judgments, costs, losses, damages or penalties arising from the City's own negligence or willful misconduct.

b. The Company shall pay and by its acceptance of this agreement specifically agrees that it will pay all expenses incurred by the City in defending itself whether in a court of law or otherwise with regard to all damages and penalties mentioned in subsection (a.) above. These expenses shall include all out-of-pocket expenses such as attorney fees, and shall also include the reasonable value of any services rendered by the City attorney or his assistants or any employees of the City.

c. The Company shall maintain, and by its acceptance of this agreement specifically agrees that it will maintain throughout the terms of this agreement liability insurance insuring the City and the Company with regard to all damages mentioned in subparagraph (a.) above in the minimum amount of \$1,000,000.00 for property damage, bodily injury or death to any one person, all resulting from any one accident.

d. A true and correct copy of the current insurance policy or certificate of liability insurance (sometimes called an ACCORD certificate) issued by the company showing the policy to be in force and applicable policy limits and the original guaranty or the original bond shall be filed with the City Clerk during the term of this agreement.

e. The Company shall maintain a level of Worker's Compensation Insurance for its

employees, as required by State law.

5. SAFETY REQUIREMENTS:

a. The Company shall at all times employ ordinary care and shall install and maintain and use commonly accepted methods, devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

b. The Company shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of the current versions of the following codes as adopted by the City for use within the City: the National Electrical Safety Code promulgated by the National Bureau of Standards and the National Electrical Code of the National Board of Fire Underwriters, and other applicable governmental regulations. The Company shall install the same in such manner that they will not interfere with any installations of the City or a public utility serving the City.

c. In addition to the other requirements set forth in this paragraph, the Company shall comply with the following requirements:

(a) Voltage, Power, Electrical Interference.

- (1) The Company's attachments shall not use or carry voltages or currents in excess of the limits prescribed for communications conductors by the National Electrical Safety Codes. In addition, all parts of the Company's attachments carrying voltages in excess of 50 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of the Company's attachments shall be suitably covered to prevent accidental contact by the general public, the City's employees, or employees of other companies which have facilities on the same poles.
- (2) The City shall determine whether the Company's attachments cause or may cause electrical interference in violation of National Electrical Safety Code standards. The Company shall, at its own expense and upon written notification from the City, immediately correct any such interference, including, if necessary, removal of the attachments causing the interference.
- (3) No attachment shall use the earth as the sole conductor for any part of the circuit.
- (4) The Company shall not circumvent the City's corrosion mitigation measures (e.g., short-circuit insulating joints).
- (5) The Company shall reimburse the City all costs, if any, associated with

modification of the City's system to eliminate existing or potential electromagnetic or other kinds of interference with the Company's Telecommunications System.

(b) Grounding and Bonding. All power supplied to the Company's Telecommunications System shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole. In areas where the City has a ground wire running down the pole, the cabinet can be connected to it upon the City's written consent. Where a City vertical ground wire is not available, the Company must place a ground rod. All of the Company's cabinets, housing and metal socket bases on a common pole shall be bonded to each other.

(c) Location and Spacing.

(1) The location of the Company's attachments on each pole, including the location of the Company's riser cables shall be submitted on final as-built drawings to the City within thirty (30) days of completion of work. Final as-built drawings shall also include clearances at poles and across roads and driveways.

(2) The Company shall receive the City's prior written consent before installing power supply cabinets and other pole-mounted equipment.

(3) The Company shall be required to place all of its attachments, including amplifiers, power supplies, terminals, splitters, taps, and other appurtenances so as not to interfere with climbing space as defined in the National Electrical Safety Code.

(4) Except for poles, the Company shall not attach any part of its Telecommunications System to the City's supply wires, facilities or appurtenances.

(5) Through bolts may not be placed less than ten (10) inches from the top of any pole and the Company must maintain at least twelve (12) inches of separation between through bolts.

(d) Loading.

(1) Maximum tension of the Company's strand shall not exceed sixty (60) percent of the breaking strength under applicable storm loading, as defined by the National Electrical Safety Code. Where local codes designate a heavier degree of loading than the National Electrical Safety Code, the local requirements shall govern.

(2) The Company shall not lash its cable to the strand or supply wire of any other company.

(e) Guying.

(1) Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads and the longitudinal load set forth in the National Electrical Safety Code.

(2) Guy guards shall be installed in accordance with City directions.

(3) The Company shall provide its own guying to sustain its own load.

(4) Guys shall be insulated or grounded as directed by the City. The Company's guys shall not short-circuit the City's guy insulators.

(5) Material used for guys shall be compatible with the hardware to which it is attached to avoid corrosion.

(6) The Company's guys and anchors shall be installed prior to stringing messenger cable. Each guy and anchor location shall be installed before the messenger cable is tied in.

(f) All structures and all lines, equipment and connections, in, over, under and upon the streets, sidewalks, alleys and public ways or places of the City, wherever situated or located, shall at all times be kept and maintained in a safe, suitable and substantial condition, and in good order and repair.

(g) The Company shall have sufficient employees available to provide safe, adequate and prompt service for its facilities.

(h) The Company shall comply with all requests of the City as to questions of installation and location of wires or other facilities subject to the following conditions: Where such placement of wire or other facilities constitutes an immediately hazardous condition threatening life, safety or property then relocation shall occur immediately upon notification. If the hazard is not immediately corrected, the City shall take the necessary actions to ensure the hazard does not affect the safety or well-being of Morgan City. Where such placement does not constitute such an immediately hazardous condition, the Company shall have 72 hours from time of any notification to relocate facilities. The National Electrical Code, or such similar publications as are commonly employed in the Telecommunications industry, shall be used for reference purposes in determining safety standards. In case of conflict, the National Electrical Code shall govern.

6. CONDITIONS ON STREET OCCUPANCY.

a. All transmissions and distribution structures, lines and equipment erected by the Company within the City shall be so located as to cause minimum interference with the

proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys or other public ways and places.

b. The Company shall at all times comply with existing ordinances of the City relative to excavations in streets or other public ways. It shall be the responsibility of the Company to replace and restore such streets, sidewalks, alleys, landscaping or other public ways in as good condition as before the work involving such disturbance was done, and to do the same in compliance with the excavation ordinance.

c. If, any time during the period of this agreement, the City shall elect to alter or change the grade of any street, sidewalk, alley or other public way the Company, upon reasonable notice by the City, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense. Reimbursements for such relocations shall be in accordance with applicable laws.

d. Any poles or other fixtures placed in any public way by the licenses shall be placed in such manner as not to interfere with the usual travel on such public way. Company is to give the City advance notice any time it intends to change the location of, or place new facilities (including, but not limited to, wires and cable) on poles or in City property or easements and Company shall comply with the direction of City as to how and where such cable or wire shall be placed.

e. The Company shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. Unless the requesting party is the City, the expenses of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given no less than 48 hours advance notice to arrange for such temporary wire changes.

f. The Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company, except that at the option of the City such trimming may be done by it or under its supervision and direction at the expense of the Company.

g. In all sections of the City where the cables, wires or other like facilities of public utilities are placed underground, the Company shall place its cables, wires or other like facilities underground to the maximum extent that existing technology reasonably permits the Company to do so.

h. Company shall comply with any and all applicable portions of the Morgan City Municipal Code dealing with excavations in City streets or rights-of-way.

i. In the event Company finds it necessary to cross any private property to access

the public rights-of-way, except in the event of an emergency, Company shall notify the private property owner of the reasons for entering onto the private property prior to entering onto the private property. Company shall repair all damage to private property immediately.

j. Company shall reimburse to City, within 30 days of receipt of an invoice from the City, the cost of any emergency repairs made by the City or any costs incurred by the City resulting from Companies noncompliance with any the standards referred to in this agreement, or due to Company's, its employees or agents, negligence. This paragraph shall apply, regardless of whether the City's liability arose due to damage in the City's right of way or on private property.

7. REMOVAL OF FACILITIES UPON REQUEST. Upon termination of service to any subscriber, the Company shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

8. TRANSFER OF AGREEMENT. The Company shall not transfer this agreement or any interest herein or rights herein to another person or Company without prior approval of the City when necessary. Prior approval of transfer of this agreement shall be considered necessary under circumstances where approval of the transfer of the separate franchise agreement between the parties is required. Approval will not be unreasonably withheld. City approval of the transfer of the separate franchise agreement between the parties shall be sufficient approval to meet the requirement of this section. However, the parties understand and agree that City will not approve any such transfer unless the transferee has simultaneously entered into a franchise agreement with the City as a condition of the transfer of this agreement.

9. MAPS, PLATS AND REPORTS. The Company shall file with the City Geographical Information Systems Department true and accurate electronic maps showing the location of all city poles to which the company is attached. Maps shall be provided within thirty (30) days after the signing of this document. Updated maps will be provided to the City on December 1st of every subsequent year.

10. CABLE IDENTIFICATION. The Company shall mark each cable at each pole attachment so that it is reasonably and conspicuously identifiable as the Company's cable.

11. PAYMENT TO THE CITY.

a. The Company shall pay to the City for each attachment made to poles under this agreement an annual rental fee \$5 per attachment per pole. The annual rental fee shall be recalculated every year during the term of this agreement. The City shall provide written notification of any changes to the annual rental fee, which written notice shall automatically amend this paragraph. The \$5 annual rental fee, or any recalculated annual rental fee, is for each connection or contact of any kind to, with, on or upon any City pole per year. The rental shall be payable semi-annually in advance, within thirty (30) calendar days of the City's invoice. Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the 1st day of December.

- b. Before the Company shall make use of any of the poles of the City under this Agreement, it shall request permission from the City in writing on an application form provided by the City. If, in the judgment of the City, joint use under the circumstances is undesirable, the City shall have the right to reject the application. The City shall notify the Company in writing, of the approval or rejection of an application.
12. TERM. The term of the Agreement shall be one year from the date of the resolution approving this Agreement.
13. TERMINATION OF AGREEMENT.
- a. In addition to all other rights and powers pertaining to the City by virtue of this agreement or otherwise, the City reserves the right to terminate and cancel this agreement and all rights and privileges of the Company hereunder in the event that the Company:
- (1) Fails to substantially comply with any material provisions of this agreement or any lawful rules, order or determination of the City or City Council made pursuant to this Agreement.
 - (2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt or files any voluntary petition for relief under the bankruptcy laws of the United States of America.
 - (3) Attempts to evade any of the provisions of this agreement or practices any fraud or deceit upon the City.
 - (4) The City or the Company terminates the separately granted franchise for any reason.
- b. Such termination and cancellation shall be after thirty (30) day's notice to the Company stating the exact nature of the alleged violation and shall in no way affect any of the City's rights under this agreement or any provisions of law. Notwithstanding anything contained herein, the Company may, in writing, also request an opportunity to be heard before the City Council in the same manner and procedure as set forth in the separate franchise agreement between the parties.
14. DURATION AND ACCEPTANCE OF AGREEMENT. This agreement and the rights, privileges and the authority hereby granted shall take effect and be in force from and after final passage of an resolution giving effect to the said Franchise Agreement between the parties, as provided by law, and shall continue in force and effect until the franchise is terminated.
15. THE ERECTION, REMOVAL AND COMMON USE OF POLES.
- a. . No poles or other wire-holding structures shall be erected by the Company without prior approval of the City with regard to location, height, type and any other pertinent aspect. However, no location of any pole or wire-holding structure of the Company shall be a vested interest and such poles or structures shall be relocated,

removed, or modified by the Company at its own expense whenever the City determines that the public convenience would be enhanced thereby.

b. Where poles or other wire-holding structures already existing for use in serving the City are available for use by the Company, but it does not make arrangements for such use, the City may require the Company to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Company are just and reasonable.

c. Where the City desires to make use of the poles or other wire-holding structures of the Company but agreement therefore with the Company cannot be reached, the City may require the Company to permit such use for such consideration and upon such terms as the City shall determine to be just and reasonable, if the City determines that the use would enhance the public convenience and would not unduly interfere with the Company's operations.

16. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
17. APPLICABLE LAW. This agreement shall be interpreted under the laws of the State of Utah. Any challenge to any provision of this agreement shall be brought in the Second District Court of the State of Utah, if in state court, or the United States District Court of Utah, if in federal court.
18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all prior and contemporaneous communications, representations, or agreements, either verbal or written, between the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.
19. REFUNDS. On a semi-annual basis, Company shall provide the City with written notice of any facilities added or removed from the City's power poles. City will refund, within thirty (30) days of Company's notice, any prepaid rental charges made under this Agreement for any Company facilities removed during the prior six (6) months.
20. NON DISCRIMINATION. City agrees not to discriminate against Company on terms; conditions and rental charges granted Company under this Agreement. Therefore, City represents and warrants that no term, condition or rental charge in this Agreement discriminates against Company, and City further agrees that it will promptly amend this Agreement to reflect any material change to a pole attachment agreement it signs with any third party that could be construed as discrimination against Company. Accordingly, the Company agrees to adjust the rental fee paid to the City to the most favorable rate paid to a municipality within the State of Utah.

21. NOTICES.

If to City
Morgan City
PO Box 1085
90 West Young Street
Morgan, UT 84050

If to Company
Wireless Beehive.Com, LLC
Attn.: Scott Wilson
2000 Sunset Road
Lake Point Utah 84074

With a copy to

Attn.: _____

24. Company hereby asserts that it is in compliance with all state and federal requirements regarding the use of E-Verify system.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this as of the Effective Date written above.

MORGAN CITY CORPORATION

MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

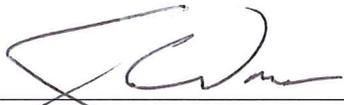
City Attorneys' Office

APPROVED AS TO CONTENT:

POWER DEPARTMENT

Power Department accepted as of the Effective Date written above, subject to applicable federal, state and local law.

COMPANY

By:  _____

Title:  PRESIDENT _____

MORGAN CITY
RESOLUTION #15-02

**A RESOLUTION AUTHORIZING AND DIRECTING THE PARTICIPATION OF THE CITY OF MORGAN,
UTAH IN THE PUBLIC EMPLOYEES NON-CONTRIBUTORY RETIREMENT SYSTEM OF THE UTAH
RETIREMENT SYSTEMS FOR THE FISCAL YEARS 2014-2015 and 2015-2016**

Whereas, the City Council of Morgan, Utah wishes to provide a retirement program for its long term employees; and

Whereas, Morgan City participates in the Utah Retirement System under the "Public Employees Non-Contributory Retirement Act,"

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

1. Morgan City formally agrees to pick up the required contribution for all eligible employees required to contribute to the Utah Retirement Systems Non-Contributory Retirement plan for periods on or after July 1, 2014.
2. The contribution rate for employees hired before July 2011 (Tier 1) is 18.47%.
3. The contribution rate for employees hired after July 2011 (Tier 2) Hybrid is 14.94%, with an additional 1.78% being contributed to a 401k account, and (Tier 2) DC is 6.270% with an additional 10.00% being contributed to a 401k account.

This resolution shall take effect immediately upon passage.

ADOPTED BY THE CITY COUNCIL OF MORGAN, UTAH THIS 27th DAY OF JANUARY, 2015.

RAY W. LITTLE, MAYOR

ATTEST:

JULIE A. BLOXHAM, RECORDER

CITY SEAL:

MORGAN CITY COUNCIL LEGAL STAFF REPORT



DATE: January 27, 2015 City Council Meeting

SUBJECT: Ordinance Amendment; Sections 5-1-9 and 5-1-10.
Amending the Animal Control Ordinance to Eliminate
References to Specific Breed.

BACKGROUND:

The Utah Legislature passed legislation that prohibits local governmental entities from having ordinances that regulate animals on the basis of breed. As the Council is aware, the City adopted the current regulations as a result of a horrific incident several years ago. The State no longer allows us to have these breed-specific regulations. In order to be compliant with State law, two sections of the City's Code must be repealed.

In reviewing the remaining provisions of the City's Code, there are adequate regulations to address aggressive and dangerous animals. The proper procedures are in place, without any presumptions based on breed.

ALTERNATIVES:

The City Council may adopt the ordinance as written; adopt it with any amendments it deems appropriate; or not adopt the ordinance and remand it to staff with direction.

RECOMMENDATION:

Staff recommends this ordinance be adopted.

ORDINANCE #15-02

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5-1 OF THE MORGAN CITY CODE BY REPEALING SECTION 5-1-9 AND 5-1-10; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Utah State Legislature has limited local governmental entities' authority in enacting and enforcing animal-related ordinances that contain provisions that impose restrictions based on the breed of animals; and

WHEREAS, in order to comply with that statutory enactment it is necessary for the City to repeal sections 5-1-9 and 5-1-10, as these sections impose restrictions on an identified breed of dog; and

WHEREAS, in reviewing the remainder of the ordinance the Council is confident that the necessary procedures are available to address aggressive behaviors by all domestic animals.

NOW, THEREFORE, be it ordained by the Morgan City Council:

SECTION I: REPEALER. If any provisions of the Morgan City Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION II: ENACTMENT. Title 5, Chapter 5-1 of the Morgan City Code is hereby amended to read as follows:

5-1-9: PIT BULL DOGS; CONDITIONS OF OWNERSHIP:  

~~The owner of any pit bull which had been licensed on or before the date of publication of the ordinance codified herein shall be allowed to keep such a pit bull within the city upon compliance with the terms of the exception contained in subsection 5-1-10C1 of this chapter only if the owner applies for and receives an annual pit bull license within thirty (30) days from enactment date hereof. As a condition of issuance of a pit bull license, the owner shall at the time of application, comply with or otherwise provide sufficient evidence that the owner is in compliance with all of the following regulations: (Ord. 021897, 2-18-1997)~~

~~A. Rabies Vaccination: The owner of the pit bull shall provide proof of rabies vaccination and shall pay the annual pit bull license fee as established by ordinance of the city council.~~

~~B. License: The owner of the pit bull shall keep current the license for such pit bull through annual renewal. Such license is not transferable and shall be renewable only by the holder of the license or by a member of the immediate family of such licensee. A pit bull license tag will be issued to the owner at the time of issuance of the license. Such license tag shall be attached to the pit bull by means of a collar or harness and shall not be attached to any pit bull other than the pit bull for which the license was issued. If the pit bull tag is lost or destroyed, a duplicate tag may be issued upon the payment of a fee as established by ordinance of the city council. (Ord. 021897, 2-18-1997; amd. 2003 Code)~~

~~C. Owner Age: The owner must be at least twenty one (21) years of age as of January 1, 1996.~~

D. ~~Liability Insurance: The owner shall present to the city and/or the MACO proof that the owner has procured liability insurance in the amount of at least one hundred thousand dollars (\$100,000.00), covering any damage or injury which may be caused by a pit bull during the twelve (12) month period covered by the pit bull license. The policy shall contain a provision requiring the insurance company to provide written notice to the city and/or the MACO not less than fifteen (15) days prior to any cancellation, termination or expiration of the policy.~~

E. ~~Sterilization: The owner shall, at the owner's own expense, have the pit bull spayed or neutered and shall present documentary proof from a licensed veterinarian that this sterilization has been performed.~~

F. ~~Confinement: At all times when a pit bull is at the property of the owner, the owner shall keep the pit bull "confined," as that term is defined in subsection 5-1-8D1b of this chapter. At all times when a pit bull is away from the property of the owner, the owner shall keep the pit bull either securely leashed and muzzled or in a "secure temporary enclosure" of such material and closed in such a manner that the dog cannot exit the enclosure on its own.~~

G. ~~Sale Or Transfer; Conditions: The owner shall not sell or otherwise transfer the pit bull to any person except a member of the owner's immediate family who will then become the owner and will be subject to all of the provisions of this section. The owner shall notify the MACO within five (5) days in the event that the pit bull is lost, stolen, dies or has a litter. In the event of a litter, the owner must deliver the puppies to the MACO for destruction or permanently remove the puppies from the city and provide sufficient evidence of such removal by the time the puppies are weaned, but in no event shall the owner be allowed to keep in the city a pit bull puppy that is more than eight (8) weeks old. Any pit bull puppies kept contrary to the provisions of this subsection are subject to immediate impoundment and disposal pursuant to subsection 5-1-8C of this chapter.~~

H. ~~Sign Posted: The owner shall have posted at each possible entrance to the owner's property where the pit bull is kept a conspicuous and clearly legible pit bull sign. Such a pit bull sign must be at least eight inches by ten inches (8" x 10") in rectangular dimensions and shall contain only the words "PIT BULL DOG - BEWARE" in lettering not less than two inches (2") in height. (Ord. 021897, 2-18-1997)~~

5-1-10: ~~FIGHTING DOGS:~~

A. ~~Unlawful: It shall be unlawful for any person to own, possess, keep, exercise control over, maintain, shelter, transport or sell within the city, any fighting dog.~~

B. ~~Definitions:~~

~~FIGHTING DOG: Is one, which by its hereditary characteristics, has a propensity to be vicious as set forth in subsection 5-1-8B5c of this chapter.~~

~~SECURE TEMPORARY ENCLOSURE: A secure enclosure used for purposes of transporting a pit bull and which includes a top and bottom permanently attached to the sides, except for a "door" for removal of the pit bull. Such enclosure must be of such material, and such door closed and secured in such a manner, that the pit bull cannot exit the enclosure on its own.~~

C. Exceptions: The prohibition in subsection A of this section shall not apply in the following enumerated circumstances. Failure by the owner to comply and remain in compliance with all of the terms of any applicable exception shall subject the pit bull to immediate impoundment and disposal pursuant to subsection 5-1-8C of this chapter, and shall operate to prevent the owner from asserting such exception as a defense in any prosecution under subsection A of this section.

1. ~~The owner of a pit bull, who has applied for and received a dog license for such pit bull pursuant to subsection 5-1-4A of this chapter, who has applied for and received a pit bull license in accordance with subsection 5-1-9B of this chapter, and who maintains the pit bull license requirements, may keep a pit bull within the city.~~
2. ~~The animal shelter may temporarily shelter and transport any pit bull for purposes of enforcing the provisions of this chapter.~~
3. ~~Any humane society operating an animal shelter which is registered and licensed by the city may temporarily hold any pit bull that it has received or otherwise recovered, but only for so long as it takes to contact the MACO and either turn the pit bull over to the MACO or receive permission to destroy or have destroyed the pit bull pursuant to the provisions of subsection 5-1-8C of this chapter. (Ord. 021897, 2-18-1997; amd. 2003 Code)~~

SECTION III: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION IV: EFFECTIVE DATE. This ordinance shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is the most remote from the date of passage thereof.

Adopted this 27th day of January 2015.

Ray W. Little, Mayor

ATTEST:

Julie A. Bloxham, Recorder

CITY SEAL:

MORGAN CITY COUNCIL LEGAL STAFF REPORT

DATE: January 27, 2015 City Council Meeting

SUBJECT: Ordinance Amendment; Section 5-4-3.
Amending the Dates on Which Fireworks May be Offered
For Sale



BACKGROUND:

The Utah Legislature has enacted amendments to the State's statutes regarding the classification of fireworks that may be discharged within the State, the dates on which fireworks may be offered for sale, the dates fireworks may be discharged, and other regulations. Included in that enactment is a provision that requires local governments' ordinances be consistent with the State provisions. Morgan City's Code currently provides a more liberal time frame within which fireworks may be offered for sale. In order to comply with the State's enactment, the Code must be amended to mirror those State provisions. The proposed ordinance reflects the times set out in the State's code.

ALTERNATIVES:

The City Council may adopt the ordinance as written; adopt it with any amendments it deems appropriate; or not adopt the ordinance and remand it to staff with direction.

RECOMMENDATION:

Staff recommends this ordinance be adopted.

ORDINANCE #15-03

AN ORDINANCE AMENDING TITLE 5, CHAPTER 5-4, SECTION 5-4-3 OF THE MORGAN CITY CODE, BY AMENDING THE DAYS ON WHICH FIREWORKS MAY BE OFFERED FOR SALE WITHIN THE CITY'S CORPORATE LIMITS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Utah State Legislature has enacted provisions regarding the regulating of fireworks by local governmental entities; and

WHEREAS, one provision therein requires consistency between the State's regulations and those of the local government; and

WHEREAS, the State law has amended the dates on which fireworks may be available for sale, and in order to comport with those dates it is necessary to amend the City's Code to reflect those same dates.

NOW, THEREFORE, be it ordained by the Morgan City Council:

SECTION I: REPEALER. If any provisions of the Morgan City Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION II: ENACTMENT. Title 5, Chapter 5-4, Section 5-4-3 of the Morgan City Code is hereby amended to read as follows:

5-4-3: SALES:  

A. Permit Required; Application:

1. No person shall offer for sale or sell, at retail, any fireworks without a permit countersigned by the fire chief. A separate permit shall be required for each separate sales location, and for each of the following time periods: June ~~20~~ 23 through July ~~25~~ 27, inclusive; December ~~20~~ 29 through ~~January 2~~ December 31, inclusive; and ~~fifteen (15)~~ two (2) days prior to and through the Chinese ~~n~~ New y Year's eve, inclusive. The fee for each permit shall be as set forth in the consolidated fee schedule. Each permit shall remain in effect for the specified time period unless the permittee violates a provision of this chapter, in which event the permit may be revoked. Applications for a permit to sell fireworks shall be in writing on the "application for sales of fireworks" form and shall:
 - a. Include the name and address of the person, firm or corporation applying for the permit;
 - b. Describe the specific location where fireworks will be sold;
 - c. Include evidence of commercial general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate; and
 - d. Include any other information reasonably required by the fire department.

....

SECTION III: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION IV: EFFECTIVE DATE. This ordinance shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is the most remote from the date of passage thereof.

Adopted this 27th day of January 2015.

Ray W. Little, Mayor

ATTEST:

Julie A. Bloxham, Recorder

CITY SEAL:

