

**Ordinance No. 05-2026**

**ORDINANCE OF WEST HAVEN CITY AUTHORIZING ADOPTION OF A FRANCHISE AGREEMENT BETWEEN WEST HAVEN CITY AND STRATA NETWORKS LLC; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AUTHORIZING THE CITY MANAGER TO SIGN THE FRANCHISE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION I – Recitals:**

WHEREAS, the City Council of West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with UCA § 10-3-707, the governing body of the City may revise, codify, and compile from time to time and to publish in book, pamphlet, or loose leaf form all ordinances of the municipality of a general and permanent character and to make such changes, alterations, modifications, additions, and substitutions as it may deem best; and,

WHEREAS, West Haven City has adopted and promulgated city ordinances and rules regarding protecting and promoting the health, safety, and welfare of the public; and,

WHEREAS, Uintah Basin Electronic Telecommunications, LLC, dba Strata Networks LLC (hereinafter Strata Networks LLC) wishes to enter into a franchise agreement with the City in order to supply fiber connection services to certain properties as it connects its network in various places; and

WHEREAS, the City is willing to enter into a Franchise Agreement ("Agreement") with Strata Networks LLC in order to ensure that fiber connection services are available and offered to citizens of the City; and,

WHEREAS, after review of all of the information and the Agreement, the City feels that the Agreement will best serve the citizens of the City and now desires to adopt the Agreement that is attached as Attachment "A" by accepting the terms thereof; and,

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City of West Haven as follows:

**SECTION II. :**

1. That the Franchise Agreement between West Haven City and Strata Networks LLC, a copy of which is attached as Attachment "A" to this Ordinance, is hereby adopted by the City Council.
2. That Strata Networks LLC shall pay an application fee of \$1000.00.

3. That the City Manager is authorized to sign any and all documents necessary to affect this Agreement, including signing the Agreement itself.
4. That the Mayor is authorized to sign this Ordinance adopting the Agreement.
5. The foregoing recitals are fully incorporated herein.

### **SECTION III. Repealer of Conflicting Enactments:**

All orders, ordinances, and resolutions regarding the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with the provisions of this Ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

### **SECTION IV. Prior Ordinances and Resolutions:**

The body and substance of any prior Ordinances and Resolutions, together with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

### **SECTION V - Savings Clause:**

If any provision of this Ordinance shall be held or deemed to be or shall be invalid, inoperative, or unenforceable for any reason, such reason shall not render any other provision or provisions invalid, inoperative, or unenforceable to any extent whatever, this Ordinance being deemed to be the separate independent and severable act of the City Council of West Haven City.

### **SECTION VI - Date of Effect:**

**BE IT FURTHER ORDAINED** this Ordinance will become effective on the 4th day of February 2026 and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 4th day of February 2026.

WEST HAVEN CITY

\_\_\_\_\_  
Mayor Rob Vanderwood

ATTEST:

\_\_\_\_\_  
Emily Green, City Recorder

Mayor Rob Vanderwood	Yes _____	No _____
Councilmember Carrie Call	Yes _____	No _____
Councilmember Kim Dixon	Yes _____	No _____
Councilmember Nina Morse	Yes _____	No _____
Councilmember Ryan Saunders	Yes _____	No _____
Councilmember Ryan Swapp	Yes _____	No _____

### **RECORDER'S CERTIFICATION**

STATE OF UTAH     )  
                                       : ss.  
 County of Weber     )

I, EMILY GREEN, the City Recorder of West Haven, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of **Ordinance No. \_\_-2026**, entitled “**AN ORDINANCE OF WEST HAVEN CITY AUTHORIZING ADOPTION OF A FRANCHISE AGREEMENT BETWEEN WEST HAVEN CITY AND STRATA NETWORKS LLC; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION; AUTHORIZING THE CITY MANAGER TO SIGN THE FRANCHISE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE**” adopted and passed by the City Council of West Haven, Utah, at a regular meeting thereof on February 4, 2026 which appears of record in my office, with the date of posting or publication being February \_\_\_\_, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this \_\_\_\_ day of February 2026.

\_\_\_\_\_  
 Emily Green  
 City Recorder

**ATTACHMENT “A”**

ATTACHMENT TO ORDINANCE NO. 05 -2026  
FRANCHISE AGREEMENT BETWEEN WEST HAVEN CITY AND STRATA NETWORKS  
LLC

DRAFT

# **FRANCHISE AGREEMENT**

## **WEST HAVEN CITY, UTAH**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between WEST HAVEN CITY, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 4150 S 3900 W West Haven, Utah, 84404, and Uintah Basin Electronic Telecommunications, L.L.C. dba Strata Networks (hereinafter "FRANCHISEE"), a Limited Liability Company with its principal offices at 211 E. 200 N. Roosevelt, Utah 84066. The CITY and FRANCHISEE may be referred to singularly or plurally as "party" or "parties" hereinafter.

### **WITNESSETH:**

WHEREAS, FRANCHISEE desires to provide telecommunications services, as more particularly defined in the "Municipal Telecommunications License Tax Act," (the "Act"), Utah Code Ann. §10-1-401, et seq., as amended, and establish a telecommunications network, system and/or facilities in, under, along, over, and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY, in the exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and FRANCHISEE agree as follows:

### **AGREEMENT**

#### **ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.**

**1.1 Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

**1.2 Ordinance.** The CITY has adopted Chapter 114 – "Telecommunications Facility Franchise Requirements" of the West Haven City Code (hereinafter "Ordinance") and is incorporated herein by reference. FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the Ordinance. The parties agree that the provisions and requirements of the Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Ordinance, including the payment of an application fee which fee is outlined in the West Haven Consolidated Fees & Fines Schedule. The definitions in the Ordinance shall apply herein unless a different meaning is set forth in the Act or is otherwise indicated. Nothing in this Section shall be deemed to require

FRANCHISEE to comply with any provision of the Ordinance which is determined to be unlawful or beyond the CITY's authority.

**1.3 Ordinance Amendments.** The CITY reserves the right to amend the Ordinance at any time. Provided, however, CITY shall not enact any amendments to the Ordinance that will adversely impact FRANCHISEE without allowing FRANCHISEE thirty (30) days, or such longer time as is necessary if thirty (30) days is insufficient, in which to comply with the amendment. The CITY shall give FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between FRANCHISEE's rights and obligations under the Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, FRANCHISEE agrees to comply with any such amendments.

**1.4 Franchise Description.** The Telecommunications Franchise ("Franchise") provided hereby shall confer upon FRANCHISEE the nonexclusive right, privilege, and franchise to construct, operate, and maintain a telecommunications network in, under, above, and across the present and future public Rights-of-Way in the CITY. The location of the proposed network is depicted on the attached **EXHIBIT A**. The Franchise does not grant to FRANCHISEE the right, privilege, or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize FRANCHISEE's system within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained from the City and all other legal requirements have been satisfied.

**1.5 Licenses.** FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinance.

**1.6 Relationship.** Nothing herein shall be deemed to create a joint venture or principal agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

## **ARTICLE 2, FRANCHISE FEE.**

**2.1 Franchise Fee.** For the Franchise granted herein, FRANCHISEE shall pay to the CITY a tax in accordance with the Municipal Telecommunications License Tax Act (Utah Code Ann. §10-1-401 to §10-1-410 as amended from time to time), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, as provided by law.

**2.2 Equal Treatment.** CITY agrees any fees or taxes charged to FRANCHISEE under this Agreement shall be of the same nature and calculation of fees or tax currently charged or charged in the future to other similarly situated entities.

**2.3 Default Franchise Fee.** If the Municipal Telecommunications License Tax may no longer be lawfully collected, then the CITY may adopt new taxes or fees to compensate it for the license granted by this Agreement, if and as permitted by state and federal law, the CITY and FRANCHISEE agree to meet and confer in good faith about any amendments to this Agreement that may be necessary to accommodate the change or elimination of the Municipal Telecommunications License Tax Act.

### **ARTICLE 3. TERM AND RENEWAL**

**3.1 Term and Renewal.** The Franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following the date this Agreement is last executed by the Parties, unless this Franchise be sooner terminated or expires as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by FRANCHISEE upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

**3.2 Rights of FRANCHISEE Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between FRANCHISEE and the CITY, or by revocation or forfeiture, FRANCHISEE shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was affected.

For so long as FRANCHISEE'S telecommunications network remains in the Right-of-Way, unless abandonment in place has occurred, or does any work in connection with its telecommunications network in the Right-of-Way, including after the expiration or termination of the franchise granted herein, FRANCHISEE shall remain subject to the duties and obligations of this Agreement regarding Franchise Fee, Public Use Rights, Police Powers, Work in Rights-of-Way, Insurance and Indemnification, and any other duties and obligations set forth under the CITY's Ordinances.

### **ARTICLE 4. POLICE POWERS.**

The CITY expressly reserves, and FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the CITY's property, the Rights-of-Way, and the health, safety, and welfare of its citizens and their properties. Provider agrees to comply with all such applicable ordinances, rules, and regulations presently in effect, and with all such lawful, nondiscriminatory, competitively neutral ordinances, rules, and regulations the CITY may subsequently enact pursuant to the provisions of Article 1.3 of this Agreement.

## **ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.**

**5.1 Meet to Confer.** FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination, and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

**5.2 Severability.** If any section, sentence, paragraph, term, or provision of this Agreement or the 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 is determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Ordinance, and the CITY's Excavation Permit Policy. For FRANCHISEE, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinance, and the CITY's Excavation Permit Policy.

## **ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.**

**6.1 Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

- (a) FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;
- (b) FRANCHISEE, by actor omission, materially violates a material duty herein set forth in any particular provision within FRANCHISEE's control, and with respect to which



redress is not otherwise herein provided. In such event, the CITY, acting by and through its City Council, may determine, after a public hearing, that such failure is of a material nature, and thereupon, after written notice giving FRANCHISEE notice of such determination; FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the CITY may declare the Franchise forfeited and this Agreement terminated, and thereupon, FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of FRANCHISEE; or

- (c) FRANCHISEE becomes insolvent, unable, or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by FRANCHISEE within sixty (60) days.

**6.2 Reserved Rights.** Nothing contained herein shall be deemed to preclude FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

**6.3 Remedies at Law.** In the event FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or FRANCHISEE, whichever the case may be, may assert a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and FRANCHISEE relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

**6.4 Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

**6.5 Assignment.** This Agreement may not be assigned by FRANCHISEE except to a wholly owned subsidiary of FRANCHISEE without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

## **ARTICLE 7. PARTIES' DESIGNEES.**

**7.1 CITY designee and Address.** The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all written notices from FRANCHISEE to the CITY pursuant to or concerning this Agreement shall be delivered, or sent by certified mail, to the CITY's representative at:

West Haven City Manager  
4150 S 3900 W  
West Haven, Utah, 84401

or such other officer and address as the CITY may designate by written notice to FRANCHISEE.

**7.2 FRANCHISEE Designee and Address.** FRANCHISEE's Executive Director or his or her designee(s) shall serve as FRANCHISEE'S representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all written notices from the CITY to FRANCHISEE pursuant to or concerning this Agreement shall be delivered, or sent by certified mail, to FRANCHISEE's offices at:

Bruce Todd CEO / General Manager  
211 East 200 North  
Roosevelt, Utah  
84066

or such other officer and address as FRANCHISEE may designate by written notice to the CITY.

**7.3 Failure of Designee.** The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

## **ARTICLE 8. INSURANCE AND INDEMNIFICATION**

**8.1 Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The City shall be listed as an additional insured. The evidence may consist of a statement that FRANCHISEE is effectively self-insured if FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount, and of a scope of coverage acceptable to the CITY.

**8.2 Indemnification.** FRANCHISEE agrees to indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of

whatsoever kind on account of or arising from FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit FRANCHISEE to assume the defense of such with counsel of FRANCHISEES' choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, FRANCHISEE shall not be obligated to indemnify, defend, or hold the CITY harmless to the extent any claim, demand, liens, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

## **ARTICLE 9. INSTALLATION**

**9.1 Coordinated installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made at the same time other installations, repairs, or maintenance of facilities are conducted within the CITY Rights-of-Way.

**9.2 Underground Installation.** Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its underground facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement.

**9.3 Aerial Installation.** Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its aerial facilities in accordance with CITY Ordinances regarding the installation of aerial utility lines and pole attachment agreement terms, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

**9.4 Prior Approval.** FRANCHISEE shall not perform any work within CITY Rights-of-Way without having first obtained a written excavation permit from the CITY, or any other permit required by the CITY for the installation of the telecommunications network, authorizing such work. All work in the Rights-of-Way shall be done in a safe manner and follow the CITY ordinances and regulations, including CITY Public Works Standards and any other state and federal standards. Upon CITY request, the FRANCHISEE shall provide the CITY with a status report of such measures. The FRANCHISEE shall provide the CITY the telephone number of the FRANCHISEE's representative for contact in an emergency.

**9.5 Workmanlike Manner and Safety.** The installation, maintenance, renovation, and replacement of FRANCHISEE'S telecommunications network in the Rights-of-Way shall be performed in a good and workmanlike manner. FRANCHISEE shall at all times operate, repair, and maintain its telecommunications network in a safe and careful manner.

**9.6 Non-Interference.** All the FRANCHISEE's telecommunications network constructed by FRANCHISEE shall be located so as not to cause injury to: public use of Rights-of-Way; any water mains, storm water infrastructure, streetlights, or any other municipal use or improvement in the Rights-of-Way; and trees and other natural features. No CITY property shall be removed from the Rights-of-Way, including signage on utility poles, without prior permission from the Public Works Director.

**9.7 Damage to Property.** If, during the course of installation, removal, inspection, or work on its telecommunications network, the FRANCHISEE, its officers, agents, contractors, subcontractors, or employees causes damage to or impermissibly alters any Rights-of-Way or CITY property other than damage from ordinary wear and tear and other damages not caused by FRANCHISEE, the FRANCHISEE shall (at its own cost and expense, and in accordance with CITY standards and specifications and Public Works Standards) replace and restore it to as good a condition as existed immediately before the work commenced within such reasonable time as the CITY shall require, and shall be liable to the CITY for any actual, reasonable, and documented costs and expenses incurred by the CITY as a result of such damage or alteration. If the FRANCHISEE or any of its listed agents above causes any damage to or break in any lines, cables, ducts, conduit, canals, water or fire hydrants, or other facilities located in or out of the Rights-of-Way, the FRANCHISEE shall immediately notify the affected party and the CITY by the fastest practical means. If the FRANCHISEE or any of its listed agents above has failed to follow the Damage to Underground Utility Facilities Act and is proven to have caused damage to any lines, cables, ducts, conduit, canals, water or fire hydrants, or other facilities located in or out of the Rights-of-Way, and the affected party has followed the Damage to Underground Utility Facilities Act, then the FRANCHISEE shall replace and restore those things (at its own cost and expense) to as good a condition as existed immediately before the work commenced within such reasonable time as the party shall require.

**9.8 Relocation.** Whenever the CITY shall, in the interest of the public health, safety, and general welfare - including CITY road expansion or other CITY projects, require the relocation or reinstallation of any of FRANCHISEE's telecommunications network within a Right-of-Way, FRANCHISEE shall, upon not less than thirty (30) days' prior written notice by CITY, thereafter, promptly commence and diligently complete such work to remove and relocate or reinstall such telecommunications network as may be necessary to meet the requirements of the CITY. This shall be done at the FRANCHISEE's expense. If the relocation does not occur, the CITY shall follow the process outlined in West Haven Code Chapter 114, specifically, Section 114.07(I).

## **ARTICLE 10. GENERAL PROVISIONS**

**10.1 Binding Agreement.** The parties represent that:

- (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and
- (b) each party has complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to its operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

**10.2 Governing Law.** This Agreement shall be interpreted pursuant to Utah law and jurisdiction and venue for any legal action pertaining to this Agreement shall be in the Second District Court of Weber County, State of Utah, or the Utah District of Federal Court.

**10.3 Time of Essence.** Time shall be of the essence of this Agreement.

**10.4 Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include the other gender. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

**10.5 No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

**10.6 Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED AND ENTERED INTO on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

"CITY"

West Haven CITY

By \_\_\_\_\_  
Shawn Warnke, West Haven City Manager

ATTEST

\_\_\_\_\_  
Emily Green,  
City Recorder

STATE OF UTAH                    )  
                                              : ss,  
COUNTY OF Weber            )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me SHAWN WARNKE, and EMILY GREEN, who being by me duly sworn did say, each for themselves that they, the said SHAWN WARNKE, is the City Manager of West Haven City, Weber County, State of Utah and that she, the said EMILY GREEN, is the City Recorder of West Haven City, and that the within and foregoing instrument was signed on behalf of the said West Haven City by authority of the City Council of West Haven City and said SHAWN WARNKE, and EMILY GREEN, each duly acknowledged to me that the said WEST HAVEN CITY executed the same and that the seal affixed is the seal of the said WEST HAVEN CITY.

\_\_\_\_\_  
NOTARY PUBLIC

“FRANCHISEE”

Uintah Basin Electronic Telecommunications, L.L.C. dba Strata Networks

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Signature

Bruce Todd

Print Name

CEO / General Manager

Title

STATE OF Utah        )

:ss

COUNTY OF Duchesne        )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared before me BRUCE TODD who being by me duly sworn did say that he is CEO / GENERAL MANAGER of UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS L.L.C. DBA STRATA NETWORKS, and that WEST HAVEN CITY is the legal property owner of record of the property subject to this Agreement and that the foregoing Agreement was signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me that said corporation/partnership executed the same.

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NOTARY PUBLIC

**EXHIBIT A**

**Location of the Franchisee's Proposed Network**

DRAFT



