

PUBLIC HEARING
TOWN COUNCIL OF THE TOWN OF GARDEN CITY

The Garden City Town Council will hold a Public Hearing on Thursday, April 9th, 2026, at or after 6:00 p.m. The meeting will be held at the Garden City Office, located at 69 N. Paradise Parkway, Building C.

AGENDA

This Public Hearing is being held to receive public comment and discuss with the Garden City residents regarding the following:

1. Roll Call
2. Ordinance #26-08 An Ordinance Granting an Electric Utility Franchise and General Utility Easement to Rocky Mountain Power.
3. Adjournment

The public is invited to attend and may give written or oral comments.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this public hearing should notify the Garden City Office at (435) 946-2901, 69 N. Paradise Parkway, Garden City, Utah, on Monday through Friday, at least 3 working days prior to the public hearing. The office hours are 9:00 a.m. to 5:00 p.m. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah; 1-888-346-3162.

Posted this 2nd day of April 2026

Current

Ord. # 26-08

AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT
TO
ROCKY MOUNTAIN POWER

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of Garden City (the "City") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City;

NOW, THEREFORE, be it ordained by the City:

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for ^{YEARS} 15 () years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides water or sewerage service to City residences; provided, however, that

such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Annexation.

7.1 **Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 **Notice of Annexation.** When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
201 South Main Street, Suite 2400
Salt Lake City, UT 84111

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the

manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to Rocky Mountain Power:

Rocky Mountain Power
Attn: Property Management / Right-of-Way Department
1407 West North Temple, Suite 110
Salt Lake City, UT 84116

SECTION 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. No Waiver. Neither the City nor Rocky Mountain Power 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.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No

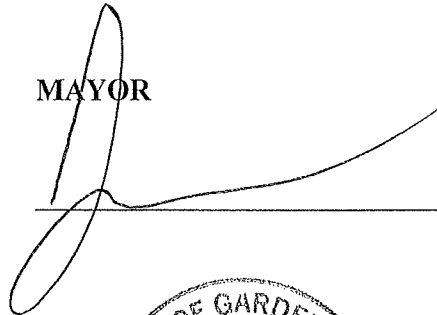
amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Customer Services Vice President, Rocky Mountain Power, 201 South Main, Suite 2400, Salt Lake City, Utah 84111, and such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common 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 hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

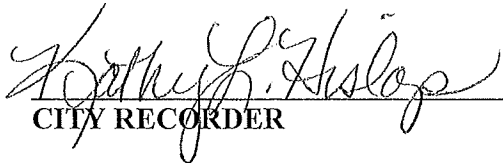
PASSED by the City Council of the City of Garden City, Utah this 12th day of January, 2012.

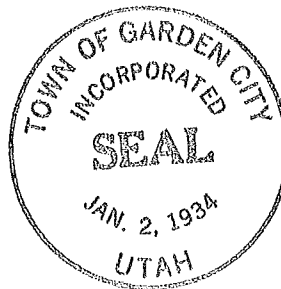
MAYOR



A handwritten signature in black ink, consisting of a large loop at the top and a long horizontal stroke at the bottom, positioned above a solid horizontal line.

ATTEST:


CITY RECORDER



Proposed

**AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT
TO
ROCKY MOUNTAIN POWER**

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of [REDACTED] City (the “City”) and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

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SECTION 2. Term. The term of this Franchise and General Utility Easement is for [REDACTED] () years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not

unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

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Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

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8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

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manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

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8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City.

The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and

associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
Local Address _____
Local Address _____

Section 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches, limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power’s Distribution or Transmission Electrical Facilities. Such work shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. Rocky Mountain Power may also cut down and remove any tree located in the Public Ways which poses a risk to public safety or service reliability. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing. Trees planted in the Public Ways under or near existing Rocky Mountain Power’s Distribution or Transmission Electrical Facilities should not interfere with such Electrical Facilities at the tree’s full maturity height. For guidance on tree species selection, see Rocky Mountain Power’s planting guidelines www.Rockymountainpower.net/trees.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. No Waiver. Neither the City nor Rocky Mountain Power 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.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power’s obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Regional Business Management Director, Rocky Mountain Power, 852 East 1400 North, Shelley, Idaho, 83274, and such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common 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 hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PASSED by the City Council of the City of _____, Utah this ____ day of _____, 2027.

MAYOR

ATTEST:

CITY RECORDER

ORDINANCE #26-03

AN ORDINANCE UPDATING STR VIOLATIONS AND PENALTIES

WHEREAS, the Town of Garden City is a town duly incorporated under the general law of the State of Utah; and

WHEREAS, the Garden City Town Council is the governing body for the Town of Garden City and must administer the Garden City Municipal Code; and

WHEREAS, The Garden City Town Council is authorized to govern the health, safety and wellness of the citizens and visitors of the Town of Garden City.

NOW, THEREFORE, BE IT ORDAINED BY THE GARDEN CITY TOWN COUNCIL THAT ORDINANCE 8-611 BE UPDATED AS FOLLOWS:

8-611 Violations and Penalties:

A.- Violations:

Any person not in compliance with Short-Term Rental Licensee (Licensee) in violation of the provisions of this Chapter shall be in violation (Penalties specified in subsection B-D). The subject to any fines are set by resolution for in the Town Council and listed on the Garden City Administrative Code Infraction Schedule and any penalties listed in subsection D below.

B. Emergency Contact Response Time Requirement:

When a Code Enforcement Officer contacts the licensee's designated emergency contact person regarding a code violation, hazardous condition, nuisance issue, or other urgent matter, the emergency contact person shall respond within ~~thirty (30)~~ sixty (60) minutes of the initial contact attempt.

~~Response may include:~~
~~Returning the~~

Method of Contact:

1. Telephone call or voicemail;
2. Text message (SMS or similar); or
3. Email.

Acceptable Responses include:

1. Answering or returning the telephone call, text message or email;
2. Acknowledging receipt and providing a plan to address the issue; or
3. Arriving on-site if requested by the Code Enforcement Officer.

C. Failure to respond Respond:

Failure of an emergency contact person to respond within the required timeframe ~~may~~ shall constitute a violation of the municipal code and ~~may~~ shall result in any or all of the following:

1. ~~—~~ Administrative citation and fine;
2. ~~—~~ Abatement action by the municipality at the licensee's or responsible party's expense;
3. ~~—~~ Any other enforcement remedy permitted by law.

~~¶~~
~~¶~~

~~DD.~~ The penalties for violations shall be set as follows:~~¶~~

~~1.~~ **D. Penalties for Violations:**

For the first violation, a ~~verbal~~ written warning ~~will~~ shall be issued ~~and~~ ¶

~~1.~~ ~~to the short-term rental licensee and shall be documented by the Town of Garden City Code Enforcement Officer;~~
~~Official.~~ ¶

~~2.~~ For the second violation within any ~~proceeding~~ rolling 12-month ¶
period, a ~~written warning along with a~~ Citation with fines as per the ¶

~~2.~~ Garden City Administrative Code Infraction Schedule; and a written notice that a third violation shall result in revocation of the short-term rental license for a 24-month period;

~~3.~~ For the third ~~violation in any proceeding~~ and any subsequent violations within any rolling 12-month period, a ¶

~~letter stating that short-term rental license is in jeopardy of~~
~~revocation will be sent and~~ Citation with fines; as per the ¶

Garden City Administrative Code Infraction Schedule, will be issued. ¶

~~4.~~ Fourth violation and all subsequent violations within any ¶

~~3.~~ ~~proceeding 12-month period, will result in the~~ and revocation of the short-term rental license for a 24-month period.

~~short-term rental license for 24 months and Citation and~~
~~fines issued as per the Garden City Infraction Schedule.~~ ¶

~~¶~~
~~¶~~

E. Mitigating Circumstances:

The Code Enforcement Officer may waive a fine or penalty if the licensee, emergency contact person or other responsible party demonstrates documented mitigating circumstances beyond their control, including:

1. Verified communication system failure
2. Medical emergency or incapacitation
3. Severe weather or access issues preventing a response
4. Other exigent circumstances.

The burden of proof to establish mitigating circumstances shall rest with the licensee or designated emergency contact person.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

APPROVED AND ADOPTED this ~~12th~~ ___ day of ~~March~~ ___, 2026.

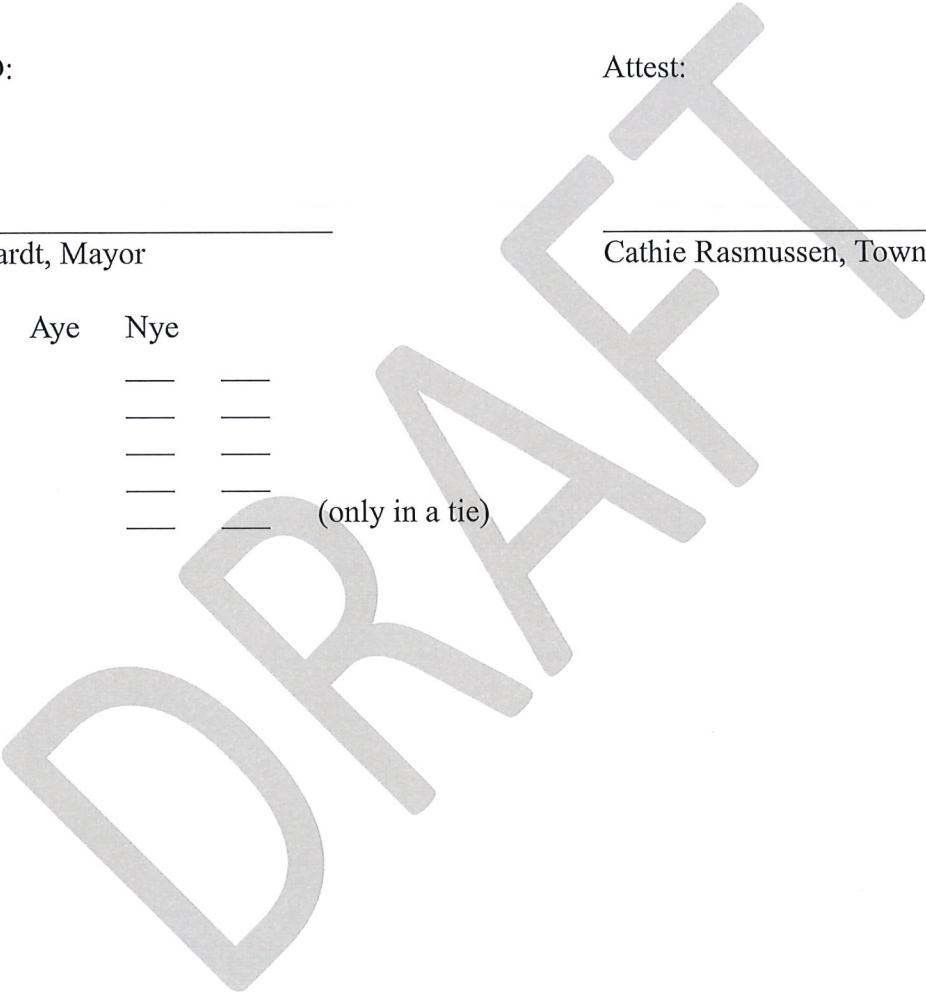
APPROVED:

Attest:

Mike Leonhardt, Mayor

Cathie Rasmussen, Town Clerk

Voting:	Aye	Nye	
Argyle	___	___	
Davis	___	___	
House	___	___	
Larsen	___	___	
Leonhardt	___	___	(only in a tie)



ORDINANCE #26-05

AN ORDINANCE ADDING STORAGE FACILITY TO DEFINITIONS

WHEREAS, the Town of Garden City is a town duly incorporated under the general law of the State of Utah; and

WHEREAS, the Garden City Town Council is the governing body for the Town of Garden City and must administer the Garden City Municipal Code; and

WHEREAS, The Garden City Town Council is authorized to govern the health, safety and wellness of the citizens and visitors of the Town of Garden City,

NOW, THEREFORE, BE IT ORDAINED BY THE GARDEN CITY PLANNING COMMISSION AND TOWN COUNCIL THAT ORDINANCE 11A-200 DEFINITIONS BE UPDATED AS FOLLOWS:

11 A-200 DEFINITIONS

Storage Facility — means an ~~enclosed or covered~~ **one or more** buildings or structures ; **consisting of completely enclosed compartments and at least one lockable means of ingress/egress.** ~~and~~ **Such buildings shall be** used primarily for the storage, safekeeping, and protection of goods, materials, equipment, vehicles, records, inventory, or personal property. A storage facility may include commercial warehouses, self-storage complexes with individual rental units, and accessory storage buildings serving residential, commercial, agricultural, or industrial uses. Storage facilities **shall not be used** ~~are not intended~~ for human habitation ~~or outside storage~~. Storage facilities must comply with all zoning setbacks.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

APPROVED AND ADOPTED this 9th day of April 2026.

APPROVED:

Attest:

Mike Leonhardt, Mayor

Cathie Rasmussen, Town Clerk

ORDINANCE #26-05
AN ORDINANCE ADDING STORAGE FACILITY TO DEFINITIONS
Page 2

Voting:	Aye	Nye	
Argyle	___	___	
Davis	___	___	
House	___	___	
Larsen	___	___	
Leonhardt	___	___	(only in a tie)

DRAFT

ORDINANCE #26-06

AN ORDINANCE AMENDING QUIET HOURS

WHEREAS, the Town of Garden City is a town duly incorporated under the general law of the State of Utah; and

WHEREAS, the Garden City Town Council is the governing body for the Town of Garden City and must administer the Garden City Municipal Code; and

WHEREAS, the Garden City Town Council is authorized to govern the health, safety, and wellness of the citizens and visitors of the Town of Garden City.

WHEREAS, the purpose of this ordinance is to promote public health, safety and welfare by regulating excessive, unnecessary, or unreasonable noise with the Town.

WHEREAS, excessive noise can disrupt sleep, interfere with property use, and negatively affect the quality of life for Garden City residents and visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE GARDEN CITY TOWN COUNCIL THAT ORDINANCE 12-303 BE AMENDED AS FOLLOWS:

12-303 Quiet Hours. ~~No person shall disturb the peace of others from 10:00 p.m. to 6:00 a.m.~~

A. **Excessive Noise**

No person shall create, permit, or allow ~~any sound~~ excessive noise activities between the hours of 10:00 PM and 6:30 AM.

B. **Prohibited Noise Activities**

1. **Amplified music disturbing neighboring properties;**
2. **Outdoor speakers audible beyond property lines;**
3. **Parties producing loud noise across property lines;**
4. **Construction activity without a special permit to perform work during quiet hours;**
5. **Operation of power equipment such as lawn mowers, leaf blowers, chainsaws during quiet hours;**
6. **Excessive vehicle engine revving or tire squealing;**
7. **Operation of mechanical equipment producing excessive noise.**

C. **Measurement of Sound**

Sound levels that ~~exceeds 60~~ **exceed 80** decibels ~~(60 db.)~~ as measured at the property line of the receiving property ~~between the hours~~ is “per se” evidence of 10:00 PM and 6:30 AM.

~~Measurement~~ excessive noise activities. The measurement of sound ~~level shall~~ levels may be conducted using ~~a calibrated sound level meter, and in accordance with accepted acoustic measurement practices,~~ ANSI compliant sound meters. Enforcement officers may ~~relin on the plainly audible standard when meters are unavailable.~~ performed by either law enforcement or the ~~town's~~ Town's Code Enforcement Officer.

D. Special Event Permits

The Town may issue temporary permits for festivals, concerts, and community events that exceed noise limits. Permits may include time limits, sound limits, and neighbor notification requirements.

E. Exemptions

Emergency vehicles, emergency repairs, snow removal, public safety operations, municipal public works activities, agricultural operations, and permitted special events shall be exempt from these quiet hour restrictions.

F. Enforcement

This quiet hour restriction may be enforced by law enforcement, the Town's Code Enforcement Officer or authorized municipal employees.

G. Fines

Any person in violation of this quiet hour noise restriction shall be fined in accordance with The Town of Garden City Administrative Code Infraction Fine Schedule.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

APPROVED AND ADOPTED this 12th day of March 2026.

APPROVED:

Attest:

Mike Leonhardt, Mayor

Cathie Rasmussen, Town Clerk

Voting: Aye Nye

Argyle — —
Davis — —
House — —
Larsen — —
Leonhardt — — (only in a tie)

DRAFT

ORDINANCE #26-07

AN ORDINANCE AMENDING THE SIGN ORDINANCE

WHEREAS, the Town of Garden City is a town duly incorporated under the general law of the State of Utah; and

WHEREAS, the Garden City Town Council is the governing body for the Town of Garden City and must administer the Garden City Municipal Code; and

WHEREAS, The Garden City Town Council is authorized to govern the health, safety and wellness of the citizens and visitors of the Town of Garden City.

NOW, THEREFORE, BE IT ORDAINED BY THE GARDEN CITY PLANNING COMMISSION AND TOWN COUNCIL THAT ORDINANCE 11C-605, 11C-608 AND 11C-609 BE AMENDED AS FOLLOWS:

11C-605 - Permits.

B. Approval.

1. Approval of ~~all signs~~ **on-premise signs** shall be the responsibility of the Code Enforcement Officer. If there is no Code Enforcement Officer, signs will be approved by the Planning Commission.
2. **Approval of off-premise signs shall require a public hearing and approval of the Planning Commission.**

11C-608- Permanent and Temporary Off-premise signs.

- A. Approval Requirements. All off-premise signs require a sign permit and are ~~subject to conditional use review, public hearing, and approval by the Planning Commission.~~ The requested off-premise sign ~~should~~ **shall** not negatively affect the economy of Garden City, and its impact should be considered during the conditional use review.

11C-609 – Exempt Signs

- A. Exempt signs. The area of such signs shall not be included in the area of signs permitted for any parcel use. No permits required.
1. Temporary municipal or community non-profit event signs with a permit from a Garden City Official.
 2. Memorial signs or tablets.
 3. Public notices.
 4. Public necessity signs.
 5. Campaign signs. Signs shall not exceed eight (8) square feet.
 6. Real estate signs. One 5 square foot real estate sign shall be allowed on any lot or parcel, providing the sign is entirely within the property that is for sale. Residential or commercial properties of 2 acres or more shall be allowed to have one sign of 32 square feet. Signs must be removed from property within 7 days

ORDINANCE #26-07
AN ORDINANCE AMENDING THE SIGN ORDINANCE
Page 2

Voting:	Aye	Nye	
Argyle	—	—	
Davis	—	—	
House	—	—	
Larsen	—	—	
Leonhardt	—	—	(only in a tie)

DRAFT