

NOTICE AND AGENDA

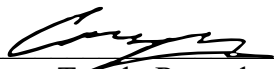
Notice is hereby given that the Millville City Council will hold its regularly scheduled Council Meeting on Thursday, August 13, 2026, at the Millville City Office, 510 East 300 South in Millville, Utah, at 7:00 p.m.

1. Call to Order / Roll Call – Mayor Hair
2. Opening Remarks / Pledge of Allegiance – Councilmember Zollinger
3. Approval of agenda
4. Approval of minutes of the last City Council Meeting – July 9, 2026
5. Agenda Items—
 - A. Public comment period (2 min/person)
 - B. Ridgeline High School homecoming discussion – Owen Geddes
 - C. Campbell subdivision variance request – Development Coordinator Everton
 - D. Accessory building variance request – Kalob Whaler
 - E. Consideration of resolution approving the FY26 Fraud Risk Assessment – Recorder Twedt
 - F. Consideration of resolution accepting GFiber contract for fiber internet installation – Councilmember Zollinger
 - G. South Park playground improvements – Recorder Twedt
 - H. City Reports: Roads, Parks, Water – Public Works Director Kendrick
 - I. Councilmember reports and other items for future agendas
6. Adjournment.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during public meetings should notify Corey Twedt at (435) 881-2669 at least three days prior to the meeting.

The Millville City Council may enter into a closed session as allowed by Utah Code 52-4-205 to discuss pending or reasonably imminent litigation, to discuss the individual character, professional competence, or health of an individual, or to discuss land acquisition or the sale of real property.

This agenda was posted on August 10, 2026, to the City posting locations, the City Website, and the Utah Public Meeting Notices Website.



Corey Twedt, Recorder

MILLVILLE CITY COUNCIL MEETING
City Hall – 510 East 300 South – Millville, Utah
July 9, 2026

PRESENT: David Hair, Ryan Zollinger, Jeremy Ward, Darcy Ripplinger, Jacob Ames, Chad Kendrick, Corey Twedt, Megan Dyer, Kara Everton, Jean Culbertson, Jared Campbell

Call to Order/Roll Call

Mayor David Hair called the City Council Meeting to order for July 9, 2026, at 7:00 p.m. The roll call indicated Mayor David Hair and Councilmembers Jeremy Ward, Ryan Zollinger, Jacob Ames, and Darcy Ripplinger were in attendance, and Councilmember Pamela June was excused.

Opening remarks/Pledge of Allegiance

Councilmember Ames welcomed everyone to the Council Meeting. He offered a prayer and then led all present in the Pledge of Allegiance.

Approval of agenda

The agenda for the City Council Meeting of July 9, 2026, was reviewed. **Councilmember Ward motioned to approve the agenda for July 9, 2026.** Councilmember Ripplinger seconded. Councilmembers Ward, Ames, Ripplinger, and Zollinger voted yes with Councilmember June excused. (A copy of the agenda is included as Attachment “A”.)

Approval of minutes of the previous meeting

The Council reviewed the minutes of the City Council Meeting on June 11, 2026.

Councilmember Ames motioned to approve the minutes for June 11, 2026.

Councilmember Zollinger seconded. Councilmembers Ward, Ames, Ripplinger, and Zollinger voted yes with Councilmember June excused.

Public comment period

Mayor Hair opened the floor for any public comments. No one signed up for the public comment portion of the meeting.

Councilmember Zollinger commented that he was impressed with how Millville residents handled the fireworks ban for the Fourth of July this year. Councilmember Ward said that he agreed. He also mentioned a letter sent to the Council from a resident expressing appreciation of the decision from the Mayor and the City Council.

Consideration of resolution to update the residential rate for garbage collection

Recorder Twedt reviewed a resolution that would update the residential monthly fees for garbage collection. He explained that the contract the Cache Waste Consortium (CWC) has with Waste Management allows for a once-per-year rate increase based on the average Consumer Price Index (CPI) from the previous twelve months. This year, that resulted in an increase of 4.9%.

Councilmember Zollinger was disappointed in learning of the early extension of services given to Waste Management by the Cache Waste Consortium Board.

Councilmember Ames said that he would like to request that the Cache Waste Consortium Board discuss tipping fees at their next meeting to see if there is a way to reduce costs.

Councilmember Ames motioned to adopt Resolution 2026-8. Councilmember Ripplinger seconded. Councilmembers Ward, Ames, Ripplinger, and Zollinger voted yes with Councilmember June excused. (A copy of the adopted resolution is included as Attachment “B”.)

Campbell subdivision variance request

Development Coordinator Everton reviewed the Campbell request with the City Council for a subdivision of his lot with the intent of a future boundary line adjustment to move the newly created upper parcel from Millville City into Providence City, as outlined in the staff report. She explained that the request was before the City Council because a variance would be required to allow the Planning Commission to consider a subdivision creating a non-conforming lot. She emphasized that approval of the variance would not guarantee the eventual subdivision or boundary line adjustment, as several additional approvals would still be required by both cities.

The Council discussed the proposed process and the uncertainty surrounding the request. Councilmember Zollinger questioned whether it would be more appropriate to obtain approval from Providence City before Millville considered allowing the creation of a non-conforming lot. Development Coordinator Everton explained that Providence City could not provide formal approval until a separate parcel existed.

Councilmember Ames asked about the potential risks to Millville City if the variance were approved. Discussion followed regarding drainage, stormwater, engineering standards, access, and the buildability of the proposed parcel. Councilmember Ripplinger expressed concern regarding the steep hillside, runoff, and the possibility of future drainage issues affecting neighboring properties.

Property owner Jared Campbell explained that he and his family were exploring the possibility of eventually building a home on the upper portion of the property with access to Providence City roads. He described an existing spring on the property and explained how the water is currently collected and used for irrigation. Councilmember Ames noted

that if engineering and stormwater standards were satisfied during the building process, he believed drainage concerns could likely be addressed.

The Council also discussed whether approving the variance could establish a precedent for similar requests in the future. Councilmember Zollinger noted that the City had not previously received a request to subdivide an existing subdivision lot for the purpose of a future municipal boundary adjustment.

Several Councilmembers expressed a desire to further consider the long-term implications before making a decision. Councilmember Ames said that he would prefer to not drag this out, but he was okay waiting to make a decision if that is what the majority of the councilmembers wanted to do.

Mr. Campbell indicated that there was no immediate urgency and that he was comfortable allowing the Council additional time to consider the request.

Councilmember Ward motioned to continue consideration of the Campbell subdivision variance request until the August City Council meeting. Councilmember Ripplinger seconded. Councilmembers Ward, Ames, Ripplinger, and Zollinger voted yes with Councilmember June excused. (A copy of the related staff report is included as Attachment "C".)

Review of utility bill adjustments for Q4 of Fiscal Year 2026

Treasurer Megan Dyer reviewed the utility adjustments for the past three months. There were no concerns from the City Council with the adjustments that had been made.

Review of South Park playground options

Recorder Twedt reported that Millville City has been awarded \$100,000 in RAPZ grant funding for improvements to the South Park playground. He and Director Kendrick recently met with a playground equipment supplier to discuss replacement options and review layouts for the existing playground areas. The supplier prepared some conceptual renderings using the existing playground footprint while allowing flexibility to customize the equipment based on the City's preferences.

The Council reviewed the proposed playground layouts and discussed features they would like incorporated into a final design.

Google Fiber discussion

Councilmember Zollinger reported that Google Fiber has expressed interest in providing fiber internet service in Millville City. He reviewed information provided by Google regarding the proposed project, including the anticipated construction process, restoration requirements, and the benefits of increased competition and high-speed internet service for residents.

The Council discussed the potential benefits of allowing Google Fiber to install infrastructure within the City's rights-of-way while recognizing that additional information and agreements would be required before construction could begin.

Councilmember Ames motioned to authorize staff to continue discussions with Google Fiber and proceed with the next step in the evaluation process. Councilmember Ward seconded. Councilmembers Ward, Ames, Ripplinger, and Zollinger voted yes with Councilmember June excused.

General Plan Request for Proposals (RFP) review

Recorder Twedt reviewed the draft Request for Proposals (RFP) with the City Council. The Council made some minor revisions. Recorder Twedt said that he would get it posted in the coming week.

City Celebration review and discussion about next year

Councilmember Ripplinger reviewed the 2026 Millville City Celebration and said the events throughout the week were very successful. Attendance was good, and many volunteers contributed to the success of the celebration. She expressed appreciation for the efforts of Jill Gebert, Leisa Alsop, Marjorie Davis, the Millville City Youth Council, City staff, and the many other volunteers who helped organize and conduct the activities.

The Council discussed several ideas for improving next year's celebration. Marjorie Davis has indicated she would like additional help organizing the parade and would like someone to assist and eventually assume responsibility for coordinating the event in future years. The Council discussed the increased size of the parade and suggested evaluating a larger staging area, providing participants with a route map and instructions, and making minor adjustments to the parade pace to improve the overall flow.

The Council also discussed the pickleball tournament and suggested making online registration available in future years to encourage additional participation. Several comments were made regarding the food service and opportunities for minor improvements next year.

The Council reaffirmed its desire to continue holding the City Celebration on the same weekend each year whenever possible. The 2027 Millville City Celebration is currently scheduled for June 12, 2027.

City Reports

Director of Public Works Chad Kendrick reported that, despite the unusually dry conditions this year, the City's culinary water system continues to operate well. He noted that the South Park splash pad uses a significant amount of water during the summer months. The Council discussed whether the splash pad operating hours should be temporarily reduced from 11:00 a.m. – 5:00 p.m. to 11:00 a.m. – 3:00 p.m. in an effort to

conserve water. After discussion, the consensus of the Council was to maintain the current operating schedule for the time being and allow Director Kendrick to reduce the hours later in the summer if needed.

Director Kendrick also reported that the City's parks continue to receive heavy use and that maintenance activities are going well.

Councilmember Ames expressed concern that another winter with below-average snowpack could create additional water supply challenges next year.

Councilmember Ripplinger asked about the possibility of adding a disc golf course within one of the City's parks. The Council briefly discussed the idea, as had been done in previous years. Because of the potential impact disc golf would have on other park activities and the neighbors of the park and because of the existing disc golf course near Ridgeline High School, the consensus was to not pursue a disc golf course in Millville City for now.

Councilmember Reports and Items for Future Agendas

(A copy of the Councilmember Assignments List is included with the minutes as Attachment "D".)

Councilmember Ward reported that the Millville City Youth Council is looking for additional community service opportunities and may attend a future City Council meeting to discuss possible projects.

Councilmember Ames reported that both the north and south portions of Cache County have now formed separate steering committees to help guide the future organization of the Cache Fire District. He noted that each municipality has representation on the committees.

Councilmember Zollinger reported receiving additional complaints regarding the high school baseball field lights remaining on late into the evening. He said he would contact the Cache County Sheriff's Office to obtain additional information regarding the issue.

Adjournment

Councilmember Ward moved to adjourn the meeting. Councilmember Zollinger seconded. Councilmembers Ward, Ames, Ripplinger, and Zollinger voted yes with Councilmember June excused. The meeting adjourned at 9:48 p.m.



AGENDA REPORT: CAMPBELL SUBDIVISION & BOUNDARY ADJUSTMENT August 13, 2026

Background

Jared Campbell has reached out to Millville City and would like to subdivide his parcel on the northeast edge of Mondaire and do a boundary line adjustment for the newly created parcel to be developed on top of the hill in Providence City. Generally, a request like this would go through Planning and Zoning for the subdivision and then to the City Council for the municipal boundary line adjustment, which essentially follows the annexation process.

This specific case is more complicated because the subdivision being requested would create a non-buildable lot in Millville and the Planning Commission can't approve that subdivision without a variance from the City Council. Millville City staff has met with Providence City staff and we feel that the subdivision should be done before the municipal boundary adjustment so that we don't put a portion of one parcel in two different cities.

Mr. Campbell has been notified that this is not cut and dry and each part of the process would need to be reviewed and accepted or denied on an individual basis. If the Millville City Council grants a variance and allows Planning and Zoning to work on this subdivision, it would still need to meet all requirements and go through that process before it is accepted. If the subdivision is approved, both Millville and Providence would need to agree to the boundary line adjustment. There is no guarantee that this would be approved at this point, as hearings and additional information would need to be provided. The County and Lt. Governor's Office would also need to accept the change. After that, it isn't clear if this would even be a buildable lot. Providence has said that it might be, but they aren't sure at this point.

At the last City Council meeting, the Council asked that this be continued to the next meeting to provide more time to consider the issue. Tonight, the Council should focus on the first step. Do you want to allow a variance and ask the Planning Commission to review a subdivision that will create a nonconforming lot?

Included Documents

- Map from Mr. Campbell with rough lines showing the desired new lot.
- Larger map showing the parcel in question in relation to more of Mond-Aire and Providence so that you can see where it is located



New lot: 1.125 Acres
To Providence

Buildable Area

Proposed division. Border
adjustment to the red line.

New lot: 1.125 Acres
In Millville

Parcel 03-194-0033 Millville, Ut
198 N. 500 E.
Jared Campbell
435-755-2965
jaredc00@yahoo.com





AGENDA REPORT: KALOB WAHLER ACCESSORY BUILDING

August 13, 2026

Background

A Cache County Assessor was driving around Millville and saw an accessory building that had been built on the Wahler property at 120 N 300 E. Since the County had no record of a building permit, they reached out to Millville City staff. This accessory building had not gone through the process for building clearance with Planning and Zoning as required (City Code 17.80.030(C)) and is built almost right on the property line. City Code requires a 5' side setback (City Code 17.20.040).

When Millville City staff were made aware of the issue, a Notice of Violation was sent to Kalob Wahler. He attended the Planning & Zoning meeting on July 16, 2026, requesting zoning clearance for the accessory building that had already been constructed. The Planning Commission denied the request for building clearance, because the construction is in violation of Millville City Code regarding the side setback distance. Kalob Wahler is here tonight to request a variance request from the Millville City Council.





AGENDA REPORT: FRAUD RISK ASSESSMENT FY26

August 13, 2026

Background

The State Auditor's Office has put together some guidelines and an assessment to determine risk of fraud for entities in the State of Utah. Millville does this assessment yearly, which will be adopted by the City Council and reviewed as part of the independent audit.

Included here is the assessment that was completed for Fiscal Year 2026. One of the most important areas in reducing risk of fraud is by having an adequate level of separation of duties. This is difficult for a staff of our size and we are only able to accomplish this with the oversight of our contract financial advisor CPA.

Recorder Twedt and CPA Scott Swensen regularly meet to discuss potential Millville risk of fraud and how to mitigate those risks. The fraud risk assessment was completed by Scott Swenson and Recorder Twedt.

Included Documents

- Resolution 2026-9 including the FY26 Fraud Risk Assessment

**MILLVILLE CITY
RESOLUTION 2026-9**

RESOLUTION ADOPTING THE FISCAL YEAR 2026 FRAUD RISK ASSESSMENT

WHEREAS, the City is required to provide an annual Fraud Risk Assessment report to the Utah State Auditors; and

WHEREAS, the purpose of this assessment, in part, is to fulfill the requirement set forth by the Utah State Auditor's Office; and

WHEREAS, the Millville City Council supports internal controls, policies, practices and processes that ensure the operations of the City are performed effectively and efficiently; and

WHEREAS, the Millville City Council supports and is dedicated to providing frameworks and guidance on risk management, internal controls and fraud deterrence.

NOW THEREFORE, be it resolved that the Millville City Council adopts the included Millville Fiscal Year 2026 Fraud Risk Assessment.

This resolution shall become effective upon adoption. Passed and approved by the Millville City Council, this 13th day of August 2026.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Jeremy Ward				
Darcy Ripplinger				
Jacob Ames				
Pamela June				
Ryan Zollinger				

Fraud Risk Assessment

Continued

*Total Points Earned: 370/395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)? NA	0	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	0	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: Millville City

*Completed for Fiscal Year Ending: 6/30/26 *Completion Date: 8/3/26

*CAO Name: David Hair *CFO Name: Covey Tweed

*CAO Signature: David Hair *CFO Signature: [Signature]

*Required

Scott L. Swenson

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?			✓	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			✓	
4. Are all the people who have access to blank checks different from those who are authorized signers?			✓	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?			✓	
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".			✓	
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control



AGENDA REPORT: GOOGLE FIBER DISCUSSION

August 13, 2026

Background

Millville City has looked at several fiber internet provider options over the past several years. All of the options previously reviewed have required too much of a financial commitment from the City to make them feasible.

Over the past couple of years, Recorder Twedt has been reaching out to the Google Fiber representative in Cache Valley to see if they would be a good fit for the City and to see if they were planning on heading to the south side of the County. Google Fiber is currently available, or being installed, through much of Logan City and some of the cities on the north side of Cache Valley.

Google Fiber now has a possible route to reach Millville City and is interested in providing fiber internet if the Millville City Council is interested.

At the last City Council meeting, the Council reviewed the slide deck from Google Fiber and asked City staff to continue to work on the next steps. Millville City staff met with the Google Fiber team and discussed how the agreement and installation would proceed if the Millville City Council approved a license agreement with Google Fiber.

Included here is the draft license agreement from Google Fiber as well as a resolution for the City Council acceptance of that license agreement.

Included Documents

- Resolution for the acceptance of the Google Fiber license agreement
- Google Fiber License Agreement with Millville City

**MILLVILLE CITY
RESOLUTION 2026-10**

**APPROVING A NON-EXCLUSIVE PUBLIC RIGHT-OF-WAY
LICENSE AGREEMENT WITH GOOGLE FIBER**

WHEREAS, Google Fiber Utah LLC desires to obtain a license from the City to install, maintain, operate, and/or control a fiber optic infrastructure network within the Millville City right-of-way for the purpose of offering communications services, including broadband internet service; and

WHEREAS, the City desires to grant such a license to Google Fiber Utah LLC;
and

WHEREAS, the Council has determined that it is in the best interest of Millville City's residents to approve the attached license agreement between Millville City and Google Fiber Utah LLC;

NOW THEREFORE, be it resolved by the Millville City Council that the attached agreement is hereby accepted.

Passed and approved by the Millville City Council this 13th day of August 2026.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Jacob Ames				
Ryan Zollinger				
Jeremy Ward				
Darcy Ripplinger				
Pamela June				

NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

This Non-Exclusive Public ROW License Agreement (“**Agreement**”) is by and between Millville City, a Utah municipality (“**City**”), and Google Fiber Utah, LLC, a Utah limited liability company and its direct parent, and its direct parent’s subsidiaries, successors, or assigns (“**Licensee**”).

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way in City (“**Public ROW**”).
- B. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW (“**Network**”) for the purpose of offering communications services, including broadband Internet access service as defined in 47 C.F.R. §8.1(b) (“**Broadband Internet Services**”) and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 U.S.C. §153(53), to residents and businesses in City (“**Customers**”).
- C. The Network consists of equipment and facilities that may include fiber optic cables, lines, wires, or strands; conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities (“**Network Facilities**”).

AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. City grants Licensee permission to use and occupy the Public ROW (the “**License**”) for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee’s use of any other City property, including poles and conduits, will be governed under a separate agreement regarding that use.
- 1.2. Subject to State and Local Law. This Agreement and the License are subject to City’s valid authority under state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.
- 1.3. Subject to City’s Right to Use Public ROW. This Agreement and the License are subject and subordinate to City’s prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. City’s grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will

obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality to use Public ROW for similar or different purposes allowed Licensee under this Agreement.

2. Licensee's Obligations.

- 2.1. Individual Permits Required. Licensee will obtain City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. A new encroachment permit/fee shall be filed with the City for each individual project in connection with the Work in accordance with the City's applicable standards and practices. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City. In addition, upon prior written approval of Licensee, the City may contract with a qualified, licensed third party for all construction inspection services, and all reasonable, actual, and documented construction inspection costs directly borne by such services shall be borne by the Licensee. Licensee will collaborate with the City in good faith should the processing, field marking, engineering, and inspection associated with the issuance of individual permits exceed the City's staffing capacity.
- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City, including, but not limited to applicable OSHA and State of Utah stormwater legal standards and regulations.
- 2.4. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.5. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.6. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.6 will be

limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

- 2.7. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them to City (in SHP format) upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections claimed by Licensee under the Government Records and Management Act, Chapter 2, Title 63G, Utah Code Ann., or its successor (“**GRAMA**”).
- 2.8. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network.

3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse City under this section will be separate from Licensee's obligation to pay the License Fee (as defined below).
- 3.2. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a legitimate governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, Licensee will, upon written notice from City, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of City's governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Licensee to relocate or remove its Network Facilities with less than one hundred eighty (180) days' notice.
- 3.3. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with (a) City's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities
- 3.4. Non-Discrimination. City will at all times treat Licensee in a non-discriminatory manner

as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.

- 3.5. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City.

4. **Contractors and Subcontractors.**

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A** ("**Authorized Individuals**"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. **License Fee.** Licensee will pay City a fee ("**License Fee**") to compensate City for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other City property as authorized. The License Fee will begin accruing on the Effective Date (as defined herein) and will be calculated as set forth in Section 5.1.

- 5.1. License Fee. Licensee will pay City two percent (2%) (the "**Revenue Percentage**") of Gross Revenues for a calendar quarter, remitted within forty five (45) days of the end of each calendar quarter, commencing on the first date on which Licensee receives any Gross Revenues (as defined below).

5.1.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.

5.1.2. Gross Revenues do not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to Customers or City;
- (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;

- (iv) revenue derived from the provision of Broadband Internet Services to Customers where none of the Network Facilities used to provide such Broadband Internet Services are located in Public ROW;
- (v) any forgone revenue from Licensee's provision of Broadband Internet Services to Customers at no charge if required by state law;
- (vi) any revenue derived from advertising;
- (vii) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;
- (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to Customers;
- (ix) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);
- (x) any forgone revenue from Licensee's provision, in Licensee's discretion, of free or reduced cost Broadband Internet Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues; and
- (xi) sales of capital assets or sales of surplus equipment.

5.2. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the License Fee.

5.3. Government Records Access and Management Act. City is subject to the requirements of GRAMA. All materials submitted to City by Licensee pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure will rest solely with Licensee, and Licensee will comply with the requirements of GRAMA in asserting any such exemption. Such materials may be classified as "protected" by City under GRAMA. City will make reasonable efforts to notify Licensee of any requests made for disclosure of documents submitted under a claim of confidentiality. Licensee may, at Licensee's sole expense, take any appropriate actions to prevent disclosure of such material.

5.4. Interest on Late Payments. Any payments that are due and payable under this

Agreement that are not received within sixty (60) days from the specified due date will be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date.

6. **Defense and Indemnity.**

- 6.1. **Obligations.** Licensee will defend City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Licensee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the negligence or willful misconduct of Licensee or its contractors arising from this Agreement ("Third Party Legal Proceeding").
- 6.2. **Exclusions.** Section 6 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.
- 6.3. **Conditions.** Section 6.1 (Obligations) is conditioned on the following: (a) City must promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) business days after City became aware of the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Licensee's request; and (c) City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.

8. **Performance Bond.** Licensee will, promptly after the Effective Date, provide City with a performance bond in the amount of ten thousand dollars (\$10,000) naming City as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement.

9. **Insurance.**

9.1. Licensee will carry and maintain:

- 9.1.1. Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds. Licensee will increase the commercial general liability limits contained herein to cover any increase in City's potential liability under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et. seq.) or successor provision.

9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be sent directly to City's insurance compliance representative upon City's written request.

10. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The Agreement will expire automatically on the twentieth anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.

11. **Termination.**

11.1. Termination by City. City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and one hundred twenty (120) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

11.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment, except as set forth in Section 12.2.

12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Licensee;

12.1.2. to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by

applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. **Notice.** All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.

14. **General Provisions.** This Agreement is governed by the laws of the State of Utah and any litigation arising out of this Agreement shall be held in Cache County, Utah. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

[Signature page follows]

Signed by authorized representatives of the parties on the dates written below.

Google Fiber Utah, LLC

Millville City

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:

Email address: _____

Date: _____

Date: _____

EXHIBIT A
FORM OF LETTER OF AUTHORIZATION

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

Millville City

[Addressee]

[Address]

Re: Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the Non-Exclusive Public ROW License Agreement dated _____ between Millville City and Google Fiber Utah, LLC ("**Google Fiber**"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to City on behalf of Google Fiber.

{Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.}

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by City.

Kind regards,

[Name]

Manager, Google Fiber Utah, LLC

Councilmember Assignments 2026

Councilmember Jeremy Ward

- Car Show for City Celebration
- Youth Council

Councilmember Ryan Zollinger

- Sewer
- School District
- Parade

Councilmember Jacob Ames

- Fire/EMS/Emergency Preparedness
- Law Enforcement/Animal Control
- Resident Hardship Fund

Councilmember Pamela June

- P&Z
- Ordinance Enforcement

Councilmember Darcy Ripplinger

- City Celebration
- Trails
- Wildfire