

Thursday, May 7, 2015

PERRY CITY COUNCIL MEETING AGENDA

The Perry City Council will hold a meeting on the Thursday identified above, starting at approximately 7:00 PM in the City Council Room at 3005 South 1200 West in Perry. Agenda items may vary depending on length of discussion, cancellation of scheduled items, or agenda alteration. Numbers and/or times are estimates of when agenda items will be discussed. Action on public hearings will always be later in the same meeting or at a subsequent meeting. Every agenda item shall be a discussion and/or action item, unless otherwise indicated.

Approx. 7:00 PM – Regular Meeting

1. Call to Order and Opening Ceremonies

- A. Invocation – Brady Lewis
- B. Pledge of Allegiance – Todd Christensen
- C. Review and Adopt the Agenda

2. Procedural Issues

- A. Conflicts of Interest Declaration(s), If Any
- B. Pass out Warrants to Council Members (and Possible Discussion)
- C. Business License(s)

3. Approx. 7:05 PM – Public Hearing and/or Public Comments (No Vote Needed)

Rules: (1) Please Speak Only Once (Maximum of 3 Minutes) per Agenda Item; (2) Please Speak in a Courteous and Professional Manner; (3) Do Not Speak to Specific Member(s) of the City Council, Staff, or Public (Please Speak to the Mayor or to the Council as a Group); (4) Please Present Possible Solutions for All Problems Identified; (5) No Decision May Be Made During this Meeting if the Item Is Not Specifically on the Agenda (with Action on Public Hearings, if any, later in the Meeting); and (6) Comments must be made in person or in writing (with your name being stated for the record).

- A. Public Comments

4. Presentations

- A. Department Budget Proposal – First Responders

5. Approx. 7:15 PM – Action Items (Roll Call Vote)

- A. Approve Fiscal Year 2015-2016 Tentative Budget
- B. Approval of the Warrants
- C. Financial Appeal – Brad Johnson (Water Line Break)
- D. Approve Street Sign for Independence Circle
- E. Approve Amendment to Coburn Subdivision
- F. Approve Taylor's Cove Subdivision Phase 3 & 4

6. Approx. 7:45 PM – Discussion Items

- A. Comcast Franchise Agreement

7. Approx. 7:55 PM – Minutes & Council/Mayor Reports (Including Council Assignments)

No Council Action May be Taken if an Item is not specifically on the Agenda

A. Approval of Consent Items

- April 2, 2015 Work Session Minutes
- April 2, 2015 City Council Meeting Minutes
- April 16, 2015 Work Session Minutes
- April 16, 2015 City Council Meeting Minutes

B. Todd Christensen: Mayor Pro-Tem, Information Technology, Telecommunications, UTOPIA, WWTP

C. Peter Gerlach: Streets, Street Lights/Signs, Transportation/UTA, Youth Council, Emergency Services/First Responders

D. Jana Nelson: Flood Control Board, Culinary Water, Mosquito Abatement, Cemetery Location

E. Esther Montgomery: Parks & Trails, Community Outreach, Fourth of July Co-Chair, Storm Water

F. Brady Lewis: Police/Night Out Against Crime, Economic Development, Planning Commission

G. Mayor Cronin: Chief Executive Officer, Fourth of July Chairman, Emergency Services Coordinator, City Ambassador

H. Items for Next City Newsletter

8. Approx. 8:00 PM-Executive Session (if needed)

9. Approx. 8:15 PM – Adjournment (next regular meeting on Thurs., May 21, 2015 at 7:00 PM, after a 6:00 PM Budget Work Session)

Certificate of Posting

The undersigned duly appointed official hereby certifies that a copy of the foregoing agenda was sent to each Member of the City Council and was posted in three locations at the Perry City Offices, as well as at the Dale Young Park and main Perry City Park, and was faxed to the Ogden Standard-Examiner and Box Elder News Journal on this 1st day of May, 2015. Any Individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-723-6461).

Shanna S. Johnson, Chief Deputy Recorder

Report Criteria:
 Detail report.
 Paid and unpaid invoices included.

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|---------------------------------------|--------------------------------|----------------|------------------|--------------|--------------------|-------------|------------|--------|
| Hoffman Utah, INC | | | | | | | | |
| 11622 | Hoffman Utah, INC | 04/21/2015 | maintance | 04/01/2015 | 19,550.06 | 19,550.06 | 04/21/2015 | |
| Total Hoffman Utah, INC: | | | | | 19,550.06 | 19,550.06 | | |
| Jones & Associates | | | | | | | | |
| 11552 | Jones & Associates | 16651 | 2014 maint proj | 04/01/2015 | 598.50 | 598.50 | 04/27/2015 | |
| 11552 | Jones & Associates | 16651 | Culinary Water | 04/01/2015 | 1,354.00 | 1,354.00 | 04/27/2015 | |
| 11552 | Jones & Associates | 16651 | Storm Drain | 04/01/2015 | 95.50 | 95.50 | 04/27/2015 | |
| 11552 | Jones & Associates | 16651 | Storm Drain | 04/01/2015 | 124.00 | 124.00 | 04/27/2015 | |
| Total Jones & Associates: | | | | | 2,172.00 | 2,172.00 | | |
| MAVERIK FLEET CARD SERVICES | | | | | | | | |
| 11288 | MAVERIK FLEET CARD SERVIC | 04/27/2015 | GAS PURCHASE | 03/31/2015 | 241.52 | 241.52 | 04/27/2015 | |
| 11288 | MAVERIK FLEET CARD SERVIC | 04/27/2015 | GAS PURCHASE | 03/31/2015 | 173.18 | 173.18 | 04/27/2015 | |
| 11288 | MAVERIK FLEET CARD SERVIC | 04/27/2015 | GAS PURCHASE | 03/31/2015 | 295.73 | 295.73 | 04/27/2015 | |
| 11288 | MAVERIK FLEET CARD SERVIC | 04/27/2015 | GAS PURCHASE | 03/31/2015 | 1,571.31 | 1,571.31 | 04/27/2015 | |
| Total MAVERIK FLEET CARD SERVICES: | | | | | 2,281.74 | 2,281.74 | | |
| Republic Services | | | | | | | | |
| 10200 | Republic Services | 0493-*0004767 | garbage service | 03/31/2015 | 16,153.52 | 16,153.52 | 04/21/2015 | |
| Total Republic Services: | | | | | 16,153.52 | 16,153.52 | | |
| Rocky Mountain Power | | | | | | | | |
| 2501 | Rocky Mountain Power | 04/27/2015 | WWTP Power Bill | 04/14/2015 | 1,000.00 | 1,000.00 | 04/27/2015 | |
| 2501 | Rocky Mountain Power | 04/27/2015 | WWTP Power Bill | 04/14/2015 | 4,914.72 | 4,914.72 | 04/27/2015 | |
| Total Rocky Mountain Power: | | | | | 5,914.72 | 5,914.72 | | |
| Staker & Parson Companies | | | | | | | | |
| 10168 | Staker & Parson Companies | 156617-15741 | street Maintance | 12/31/2014 | 10,224.56 | 10,224.56 | 04/21/2015 | |
| Total Staker & Parson Companies: | | | | | 10,224.56 | 10,224.56 | | |
| Utah League Of Cities and Town | | | | | | | | |
| 10550 | Utah League Of Cities and Town | 04/21/2015 | membership fee | 04/03/2015 | 2,511.37 | 2,511.37 | 04/21/2015 | |
| Total Utah League Of Cities and Town: | | | | | 2,511.37 | 2,511.37 | | |
| Utah State Division of Finance | | | | | | | | |
| 10912 | Utah State Division of Finance | 0391 | bond payment | 03/31/2015 | 160,000.00 | 160,000.00 | 04/21/2015 | |
| 10912 | Utah State Division of Finance | 0391 | bond payment | 03/31/2015 | 154,050.00 | 154,050.00 | 04/21/2015 | |
| 10912 | Utah State Division of Finance | 0391 | bond payment | 03/31/2015 | 160,000.00 | 160,000.00 | 04/21/2015 | |
| 10912 | Utah State Division of Finance | 0391 | bond payment | 03/31/2015 | 154,050.00 | 154,050.00 | 04/21/2015 | |
| Total Utah State Division of Finance: | | | | | 628,100.00 | 628,100.00 | | |
| Grand Totals: | | | | | 686,907.97 | 686,907.97 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--------|-------------|----------------|-------------|--------------|-----------------------|-------------|-----------|--------|
|--------|-------------|----------------|-------------|--------------|-----------------------|-------------|-----------|--------|

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Paid and unpaid invoices included.

April 3, 2015

City Council members,

We have recently passed through a very gut-wrenching series of events with our main water line to our home.

Apparently, that line had developed a leak in the vicinity of a previous repair (last fall). We were unaware of it until we got the February bill from Perry City for \$132.05 (The Metered Water portion of the bill.).

Normally during the winter months we are always under the maximum volume amount & therefore never have a charge for that MW water. I paid that bill on Feb. 18th, noting my amazement at the amount of MW. Some time later when the meter man came by it was reported to us that we were using a steady stream of water according to the water meter. We checked the area of the previous leak & noted a small puddle in the same general area as before.

Concerned that we stop the flow I called Jim Keller & explained our dilemma. He had another job pressing him for a day or two but promised to come by ASAP. We convinced him of the urgency & on Friday Mar. 27th he arranged for the blue stakes people to come out & identify the various underground lines in the vicinity. After talking to Paul Nelson we decided to turn the water off at night the next 3 nights & to our relief Jim & his crew came out Monday March 30th & ran a new line, with the heavier duty "Poly" from our meter at the roadside to the line coming from our house. The Perry City office people refunded us \$50.00 & we are in hopes that you can refund us an additional amount. Thanks for your consideration. Brad Johnson

To the Honorable Mayor and City Council Members of Perry City;

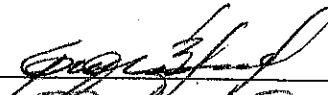
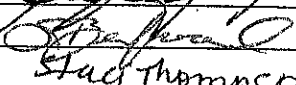
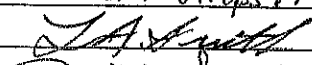
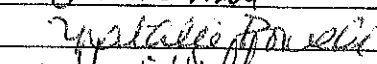
Whereas the street segment of 2500 South east of 650 West is platted and named INDEPENDENCE CIRLE,

And Whereas the street name sign at the intersection of 650 W and Independence Circle has historically read INDEPENDENCE CIRCLE,

And Whereas the residents, visitors, City maintenance, Box Elder County Recorder, general delivery drivers, emergency services, and GPS locators list said street segment as INDEPENDENCE CIRCLE,

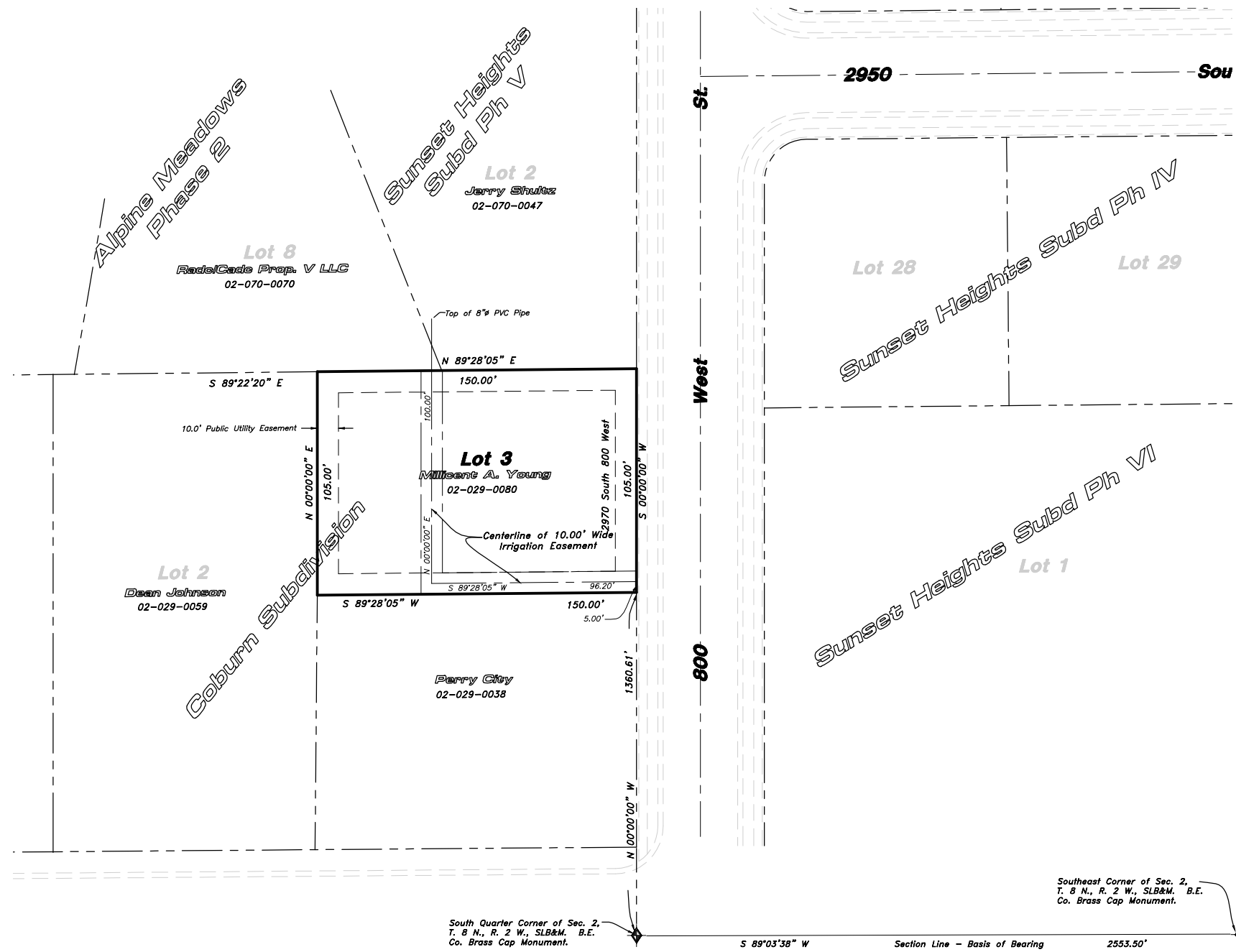
And Whereas the street name sign was replaced about a year ago and the sign blade previously labeled INDEPENDENCE CIRCLE now reads 2500 SOUTH,

AND Whereas the absence of the name INDEPENDENCE CIRCLE has caused much confusion, late deliveries and general dissatisfaction, we the undersigned residents of INDEPENDENCE CIRCLE do hereby and respectfully request that Perry City add a new sign blade to the post located at 650 W 2500 S that will now and forever read INDEPENDENCE CIRCLE by affixing our signatures in petition as follows:

| <u>NAME</u> | <u>SIGNATURE</u> | <u>HOUSE NUMBER</u> |
|-----------------|---|---------------------|
| George Bentford |  | 615 |
| Sabra Bentford |  | 615 |
| Shawn Thompson | Shawn Thompson | 625 |
| Les Smith |  | 635 |
| Jill Smith | Jill Smith | 635 |
| Carl Powell | Carl Powell | 638 |
| Natalie Powell |  | 638 |
| Michelle Louder | Michelle Louder | 628 |
| Adam McKay | Adam McKay | 602 |
| Rebecca Vannoy | Rebecca Van Voj | 618 |
| Nicole Watkins | Nicole Watkins | 608 |
| Jerry Bywater | Jerry Bywater | 607 |
| Craig Bethar | Craig Bywater | 461 |
| | | |
| | | |
| | | |

Coburn Subdivision First Amendment to Lot 3

Perry City, Box Elder County, Utah
A Part of the Southwest Quarter of
Section 2, Township 8 North, Range 2 West, S.L.B.&M.



SURVEYOR'S CERTIFICATE

I, K. Greg Hansen, do hereby Certify that I am a Registered Professional Land Surveyor in the State of Utah in Accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Act; and I have Completed a Survey of the Property Described on this Plat in Accordance with Section 17-23-17 and have Verified all Measurements, and have Placed Monuments as Represented on this Plat, and have Hereby Amended said Tract, know Hereafter as Coburn Subdivision First Amendment to Lot 3 in Perry City, Box Elder County, Utah, and has been Correctly Drawn to the Designated Scale and is True and Correct Representation of the Herein Described Lands Included in said Subdivision, Based Upon Data Compiled from Records in the Box Elder County Recorder's Office and from said Survey made by me on the Ground.

Signed this _____ day of _____, 2015.

K. Greg Hansen P.L.S.
Utah Land Surveyor Licence No. 167819



BOUNDARY DESCRIPTION

ALL OF LOT 3, COBURN SUBDIVISION, PERRY, BOX ELDER COUNTY, UTAH, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE AMENDED AS SHOWN ON THIS PLAT AND NAME SAID TRACT COBURN SUBDIVISION FIRST AMENDMENT TO LOT 3 AND HEREBY DEDICATE, GRANT AND CONVEY TO PERRY CITY, BOX ELDER COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS PUBLIC UTILITY EASEMENTS FOR PUBLIC UTILITY, PRIVATE UTILITY, IRRIGATION AND DRAINAGE PURPOSES AS SHOWN HEREON - THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC AND PRIVATE UTILITY SERVICE LINES, IRRIGATION AND DRAINAGE AS MAY BE AUTHORIZED BY PERRY CITY AND/OR THE LOT OWNERS. WE ALSO VACATE THE SOUTHERLY 30 FOOT STORM DRAINAGE EASEMENT AND CENTRAL 10 FOOT WATERLINE EASEMENT AS SHOWN HEREON. ON-SITE DRAINAGE PONDS ON THE PROPOSED LOTS ARE REQUIRED TO BE FUNCTIONALLY AND ADEQUATELY MAINTAINED IN PERPETUITY BY LOT OWNERS. IN WITNESS WE HAVE HERETO SET OUR SIGNATURE THIS _____ DAY OF _____, 2015.

Millicent A. Young

NARRATIVE

The purpose of this survey was to create an Amendment to Lot 3, Coburn Subdivision and to establish and set the property corners of said lot as shown and described hereon and to create an Irrigation Pipeline realignment easement. The original Lot 3 had a 20' wide irrigation easement across the front of the property. This amendment vacates the original irrigation easement. The survey was ordered by Millicent Young. The control used to establish the property corners was the existing Box Elder County Survey Monumentation surrounding Section 2, T8N, R2W, SLB&M. The basis of bearing is the South line of said the Southwest Quarter of said Section which bears South 89°03'38" West, per the Coburn Subdivision Plat.

ACKNOWLEDGMENT

State of Utah
County of Box Elder

On this _____ day of _____, 2015, Millicent A. Young, Personally Appeared before me, the Undersigned Notary Public in and for said County of Box Elder, in the State of Utah, the Signer of the Attached Owners Dedication, being one in Number, who duly Acknowledged to me she Signed It Freely and Voluntarily and for the Purpose Therein Mentioned.

Notary Public

COUNTY RECORDER'S NO. _____

State of Utah, County of Box Elder, Recorded and
Filed at the Request of _____
Date _____ Time _____ Fee _____
Abstracted _____
Index _____
Filed in: _____ File of Plats _____
County Recorder _____

COUNTY SURVEYOR'S CERTIFICATE

I hereby Certify that the Box Elder County Surveyor's Office has Reviewed this plat for Mathematical Correctness, Section Corner Data, and for Harmony with Lines and Monuments on Record in County Offices. The Approval of this Plat by the Box Elder County Surveyor does not Relieve the Licensed Land Surveyor who Executed this Plat from the Responsibilities and/or Liabilities Associated Therewith.

County Surveyor _____ Date _____

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D., 2015

ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D., 2015 BY THE
PERRY PLANNING COMMISSION.

CHAIRMAN

APPROVAL AND ACCEPTANCE

PRESENTED TO THE _____ THIS _____ DAY OF _____, A.D., 2015
AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: _____ RECORDER _____ MAYOR _____

ENGINEER'S CERTIFICATE

I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND FIND THAT IT IS CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THE PERRY CITY OFFICE.

DATE _____ ENGINEER _____

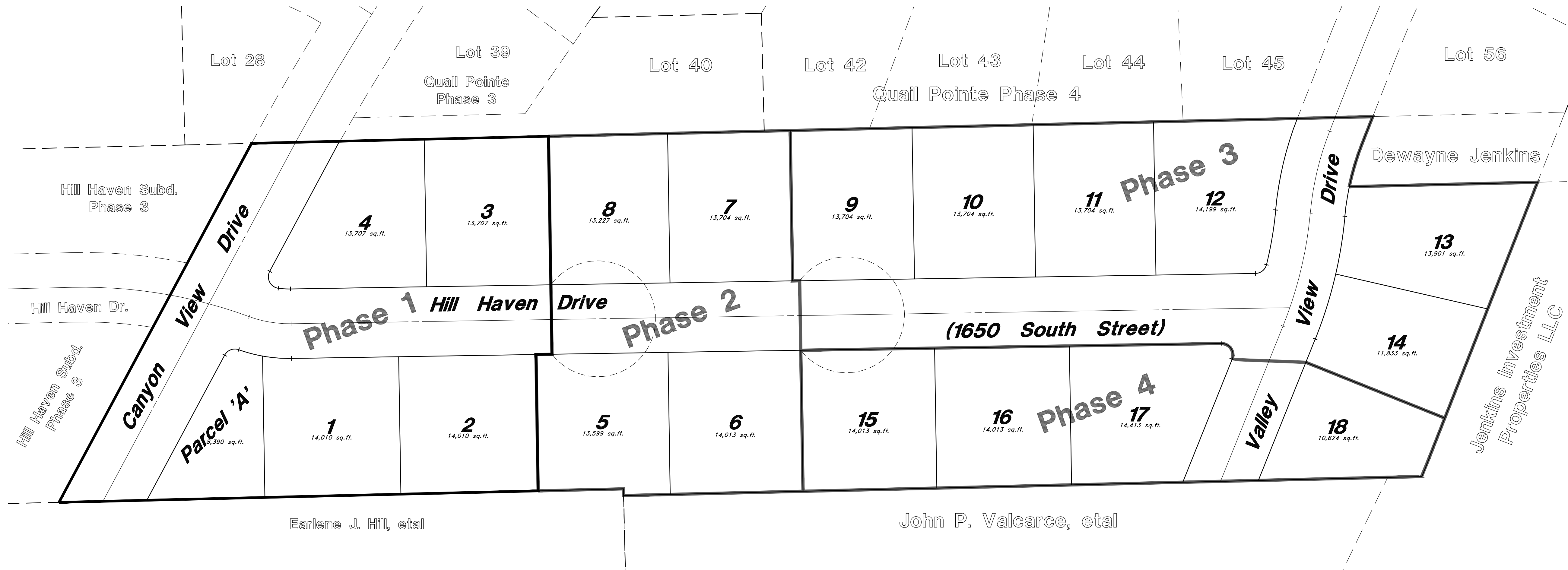
Millicent A. Young
3056 S 1355 W
Perry UT,

NOTE:
ALL PUBLIC UTILITY EASEMENTS (P.U.E.) ARE
10.0 FOOT WIDE UNLESS OTHERWISE NOTED.

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.haies.net
Brigham City Ogden Logan
(435) 723-3491 (801) 399-4905 (435) 752-8272



| LEGEND | | | | | |
|---------|-------------------------|---------|-------------------|--------|--------------------------|
| —C— | Centerline | TA | Top of Asphalt | C.M.P. | Corrugated Metal Pipe |
| —UGT— | Buried Telephone line | EA | Edge of Asphalt | R.C.P. | Reinforced Concrete Pipe |
| —OHT— | Overhead Telephone line | NG | Natural Ground | CONC | Edge of Concrete |
| —OHP— | Overhead Power line | LG | Lip of Gutter | RWALL | Retaining Wall |
| —UGP— | Power line | SP | Service Pole | SMH | Sewer Manhole |
| —S— | Sanitary Sewer line | LP | Light Pole | WV | Water Valve |
| —W— | Culinary Water line | PP | Power Pole | CB | Catch Basin |
| —G— | Gas line | TP | Telephone Pole | DV | Diversion Box |
| —SD— | Storm Drain line | FH | Fire Hydrant | TC | Top of Curb |
| —SW— | Secondary Waterline | DIT | Flowline of Ditch | SW | Sidewalk |
| —LD— | Land Drain line | TOL | Toe of Slope | GAS | Gas line Marker |
| —IW— | Irrigation Waterline | TOP | Top of Slope | GUY | Guy Wire |
| —X—X—X— | Fence | CO | Cleanout | BLDG | Building Corner |
| • | Power Pole | FC | Fence | NG | Natural Ground |
| • | Post | DMH | Drain Manhole | △ | Fire Hydrant |
| ⊙ | Water Meter | —x99.00 | Spot Elevation | ⊙ | Light Pole |
| ⊙ | Gas Meter | — | Contour | ⊙ | Power Pole w/guy |
| ⊙ | Telephone Box | — | Asphalt | ⊙ | Deciduous Tree |
| ⊙ | Sewer Manhole | — | Gravel | ⊙ | Coniferous Tree |
| ⊙ | Drain Manhole | — | Building | | |
| ⊙ | Water Manhole | — | Catch Basin | | |
| ⊙ | Cleanout Box | | | | |



GREAT BASIN ENGINEERING
 5746 SOUTH 1475 EAST OGDEN, UTAH 84403
 MAIN (801)394-4515 S.L.L.C. (801)521-0222 FAX (801)392-7544
 WWW.GREATBASINENGINEERING.COM

Phasing Plan
Taylor's Cove Phase 1
 350 West Hill Haven Drive
 Perry City, Box Elder County, Utah
 A part of the North 1/2 of Section 36, T9N, R2W, S18&M, U.S. Survey

5 June, 2014
 SHEET NO.
C4
 10N718-Final

For Informal Renewal Discussion Purposes Only

2/6/2015

**FRANCHISE AGREEMENT BETWEEN PERRY CITY, UTAH AND COMCAST OF
UTAH I, INC.**

2015

This Franchise Agreement (“Franchise”) is between Perry City, hereinafter referred to as the “Franchising Authority” and Comcast of Utah I Inc., hereinafter referred to as the “Grantee”.

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1

Definition of Terms

1.1 **Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

A. **“Affiliate”** when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. **“Basic Cable”** is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.

C. **“Cable Act”** means Title VI of the Communications Act of 1934, as amended.

D. **“Cable Services”** shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

E. **“Cable System”** shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

F. “FCC” means Federal Communications Commission or successor governmental entity thereto.

G. “Franchise” means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System within the Franchise Area.

H. “Franchising Authority” means Perry City, within the State of Utah, or the lawful successor, transferee, or assignee thereof.

I. “Grantee” means Comcast of Utah I, Inc., or the lawful successor, transferee, or assignee thereof.

J. “Gross Revenue” means any and all revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Ways in the Service Area. Gross Revenues include, but are not limited to, basic, expanded basic, and pay service revenues, revenues from installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.

Gross Revenues do not include any fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC User Fee. Gross Revenues do not include non-subscriber revenues or any revenue which cannot be collected by the Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenues for the collection period.

K. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the Franchising Authority.

L. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over poles, wires, cables, conductors, ducts, vaults, manholes, amplifiers, appliances,

attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

M. "Service Area" means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

N. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.

O. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and County ordinances and regulations enacted pursuant thereto. Notwithstanding the foregoing, the Town may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

2.4 Competitive Equity.

(A) Overview[KRN1].

The Grantee and the Franchising Authority acknowledge that there is increasing competition

in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchising Authority; and changes in the scope and application of the traditional regulatory framework governing the provision of video series are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

(B) New Video Service Provider

Notwithstanding any other provision in this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchising Authority, or (ii) otherwise begins to provide video services to subscribers in the Franchising Authority (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchising Authority under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

(C) No Written Agreement Between Franchising Authority and Third Party VSP

If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSP’s, taking into account the terms and conditions under which other VSP’s are allowed to provide video services to subscribers within the boundaries of the Franchising Authority.

(D) Effect of this Section on the Overall Agreement

Any agreement, authorization, right or determination to provide video services to subscribers in the Franchising Authority under any provision under this Section 2.3 shall

supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

(E) VSP Defined

The term “Video Service Provider” or “VSP” shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet Protocol based services.

~~In the event the Franchising Authority enters into a Franchise, permit, license, authorization, or other agreement of any kind with any other Person or entity other than the Grantee to enter into the Franchising Authority’s Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair advantage over another, and to provide all parties equal protection under the law. In the event that the Franchising Authority enters into any terms with a competitor to Comcast for Cable Services or for a Cable System, the Franchising Authority shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent.~~

2.5 Term. The Franchise granted hereunder shall be for an initial term of Ten (10) years commencing on the effective date of the Franchise as set forth in subsection 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3

Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee’s expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall at its own expense protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

In the event of an emergency, the Franchising Authority shall notify the Grantee, who shall immediately respond to the emergency. Should the Grantee be unable to respond in a timely manner, the Franchising Authority shall take such action as is necessary to meet the emergency.

The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any person using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, then the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in the public way in order to access and maintain the Cable System.

3.6 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.7 Aerial and Underground Construction. Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid.

In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground, provided that such underground locations are actually capable of accommodating

the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality.

In any region(s) of the Franchise Area where the transmission of distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.

3.8 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench.

3.9 Required Extensions of the Cable System. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least 15 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.11 Cable Service to Public Buildings. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12

public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.12 Technical Standards. The Grantee is responsible for ensuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

3.13 Emergency Use.

A. In accordance with and at the time required by the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, and as other provisions which may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Regulations, Section 11.18.

B. The Franchising Authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

3.14 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any act contemplated in this Agreement, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.15 Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, § 76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

3.16 Fees and Charges to Customers All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

3.17 Customer Bills and Privacy Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 3.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(C) of the Cable Act (47 U.S.C. 542(c)). The Grantee shall also comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto

3.18 Public, Educational and Government Access. Upon request by the Franchising Authority, the Grantee shall make available one (1) channel to be used for public, educational and government cablecast programming. The Grantee also reserves the right to program the designated educational and government channel during the hours not used by the Franchising Authority or other governmental entities. The Grantee reserves the right to share the channel with other municipalities receiving programming from the common head end receive sight location. The Franchising Authority shall agree to indemnify, save and hold harmless the Grantee from any liability resulting from the uses of the aforementioned educational and government channel by the Franchising Authority, except for liability resulting from program time shared with other municipalities.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to three percent (3 %) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise) received by the Grantee from operation of the Cable System to provide Cable Service in the Franchise Area; provided however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Payments shall be made by Grantee to the Franchising Authority on a quarterly basis, within sixty (60) days after the close of the

preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

4.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

4.3 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

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

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express provisions of Section 626 of the Cable Act.

4.4 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the

Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 5

Oversight and Regulation by Franchising Authority

5.1 Books and Records The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

5.2 Franchise Fees Subject to Audit.

5.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the

Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

5.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

5.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon commencement of this Franchise Agreement, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its elected officials, officers, employees, agents and volunteers from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's

construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority to the extent of any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

6.3 Bonds and Other Surety Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial, and technical qualifications of the Grantee are sufficient for compliance with the terms of the Franchise and the enforcement thereof. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for services. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. The Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety will be required. In the event that a bond or other surety is required in the future, the Franchising Authority agrees to give the Grantee at least 60 days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Grantee's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

SECTION 7

Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority

shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
 - B. Commence an action at law for monetary damages or seek other equitable relief;
- or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8

Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

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

Perry City
Attn: Mayor
3005 S. 1200 W.
Perry, Utah 84302

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

Comcast Cable Communications
Attn: Government Affairs
9602 South 300 West
Sandy UT 84070

with a copy to:

Comcast Corporation
Legal Department

1701 John F Kennedy Blvd.
Philadelphia PA 19103

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.4 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 Effective Date. The effective date of this Franchise is the _____ day of March, 2015 pursuant to the provisions of applicable law. This Franchise shall expire on the _____ day of March of 2025 unless extended by the mutual agreement of the parties.

IN WITNESS WHEREOF, the Town has entered into this Franchise Agreement on the date first considered above.

Perry City

Signature: _____
Karen Cronin, Mayor

ATTEST:

Susan K. O Bray
City Recorder

Council Vote

Ms Nelson _____

Mr. Chrisensen _____
Mr. Gerlach _____
Ms. Montgomery _____
Mr. Lewis _____

Accepted this _____ day of March, 2015, subject to applicable federal, state and local law

Comcast of Utah I, Inc.

Signature: _____

By: _____

Title: _____

1 PERRY CITY COUNCIL BUDGET WORK SESSION
2 PERRY CITY OFFICES
3 APRIL 2, 2015

5:30 PM

4
5 OFFICIALS PRESENT: Mayor Karen Cronin presided and conducted the meeting.
6 Todd Christensen, Peter Gerlach, Jana Nelson, Esther Montgomery
7

8 OFFICIALS ABSENT: Brady Lewis
9

10 CITY STAFF PRESENT: Greg Westfall, City Administrator
11 Shanna Johnson, Chief Deputy Recorder
12

13 OTHERS PRESENT: Lani Braithwaite, Wendy Jensen, Steven Downey, Scott Hancey
14

15 **CALL TO ORDER**

16 Mayor Cronin called the meeting to order.
17

- 18 • **BUDGET WORK SESSION - FISCAL YEAR 2015-2016 TENTATIVE DRAFT BUDGET**
19 Shanna Johnson reviewed the draft Fiscal Year 2015-2016 (FY2016) Tentative Budget.
20

21 **GENERAL FUND**

22 ○ **REVENUES**

23 Shanna Johnson reviewed revenues planned for FY2016:

| | |
|------------------------------|-----------------------|
| 24 Taxes: | \$1,586,346.00 |
| 25 License & Permits: | \$ 104,828.00 |
| 26 Intergovernmental: | \$ 263,144.00 |
| 27 Charges for Service: | \$ 67,525.00 |
| 28 Miscellaneous: | \$ 22,400.00 |
| 29 Transfer to Sewer: | \$ (142,628.00) |
| 30 Unrestricted Fund Balance | \$ 276,832.00 |
| 31 Total Spendable | \$2,178,447.00 |

32
33 Shanna advised that this does not include setting aside any fund balance which the state requires that at
34 least 5%, but not more than 25% be held.
35

36 ○ **EXPENSES**

37 The following department budget proposals were reviewed:
38
39
40
41
42
43
44

| Department | FY2015 Current Budget | FY2015 Trend | FY2016 Draft Tentative Budget |
|------------|--------------------------|--------------|----------------------------------|
|------------|--------------------------|--------------|----------------------------------|

| | | | |
|------------------------|---------------------|---------------------|---------------------|
| Administration: | \$628,408.03 | \$607,015.15 | \$689,307.86 |
|------------------------|---------------------|---------------------|---------------------|

Shanna reviewed budget changes for the ensuing year:

- Wages/Benefits: Additional personnel costs due to new employee
- Equipment Supplies & Maintenance: additional \$500 for Durango maintenance
- Building Grounds & Maintenance: security cameras
- Training & Travel: City Council and Business License training moved to this line item resulting in a \$5,000 increase
- Elections: FY2016 will be an election year so additional monies needed.
- City Council: line item budget reduced as the training was added to the training and travel line item.
- Donation Expense: this budget line item was moved to Community Development department.
- Utopia: Increased to meet bond obligation.
- Computer Upgrade / IT: Increased to afford a Caselle Module for licensing (\$4,500)

Council Member Christensen recommended adding some money for new computer equipment for the Council.

| | | | |
|-----------------|-----------------|-----------------|-----------------|
| Judicial | \$31,000 | \$32,420 | \$31,000 |
|-----------------|-----------------|-----------------|-----------------|

Shanna explained that although the trend is showing higher than the budget last year in February we had spent \$19,000 as compared to the current year of which \$16,210 has been spent and the year end actual was \$30,000. She believes we will end the year within budget, but the City will want to keep a close eye on the budget and amend if it appears that the budget will be over expended.

| | | | |
|------------------------------|-----------------|--------------------|-----------------|
| Community Development | \$91,200 | \$45,928.37 | \$82,400 |
|------------------------------|-----------------|--------------------|-----------------|

Shanna reviewed budget changes for the ensuring year:

- Professional & Technical: decreased as the City is no longer utilizing Jones & Associates for Planning Assistance, the budget still includes money for Engineering through Jones & Associates and utilizing Codey Illum for contracted Planning services.
- Inspection Services: increased due to projected growth (new construction)
- Training & Travel: decreased due to moving Business License training under the Administration department.
- Donation Expense: moved from the Administration department to the Community Development budget.

ITEM 11: ADJOURNMENT

Mayor Cronin closed the work session at 7:00 p.m.

Susan Obray, City Recorder

Karen Cronin, Mayor

Shanna Johnson, Chief Deputy Recorder

1 PERRY CITY COUNCIL MEETING
2 PERRY CITY OFFICES
3 April 2, 2015
4

7:00 PM

5 OFFICIALS PRESENT: Mayor Karen Cronin presided and conducted the meeting.
6 Peter Gerlach, Esther Montgomery, Todd Christensen, Jana
7 Nelson

8 OFFICIALS EXCUSED: Brady Lewis
9

10 CITY STAFF PRESENT: Greg Westfall, City Administrator
11 Shanna Johnson, Chief Deputy Recorder
12 Malone Molgard, City Attorney
13 Steven Downey, Patrol Officer
14 Scott Hancey, Police Sergeant
15

16 OTHERS PRESENT: Lani Braithwaite, Steven Ewert, Jerry Nelson, Bruce Howard, Debbie
17 Nelson, Vicki Call, Wendy Jensen, Korina Lee, Carson Lee, Tay Nobles, Brett Jones (Jones &
18 Associates)

19 **ITEM 1: CALL TO ORDER**

20 Mayor Cronin called the meeting to order.

21 **A. INVOCATION**

22 Mayor Cronin offered the invocation.

23 **B. PLEDGE OF ALLEGIANCE**

24 Council Member Gerlach led the audience in the Pledge of Allegiance.

25 **C. REVIEW AND ADOPT THE AGENDA**

26 Mayor Cronin suggested moving Item 6D under 2C so that the Police officers could respond
27 to calls if needed.

28 **MOTION:** Council Member Christensen made a motion to approve the agenda with the
29 suggested changes. Council Member Montgomery seconded the motion.

30 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
31 Council Member Gerlach, Yes Council Member Nelson, Yes
32 **Motion Approved.** 4 Yes, 0 No.
33

34 **ITEM 2: PROCEDURAL ISSUES**

35 **A. CONFLICT OF INTEREST DECLARATION**

36 None.

37 **B. PASS OUT WARRANTS TO COUNCIL MEMBERS (AND POSSIBLE DISCUSSION)**

1 Shanna Johnson passed out the warrants.
2 Council Member Gerlach asked what the Compressor Pump Service Invoice was for.
3 Shanna Johnson said this was work on a compressor at the wastewater treatment plant.

4 **C. BUSINESS LICENSE(S)**

5 • **Chooters**

6 Mayor Cronin said that Steven Ewert was present to answer questions regarding the
7 business. Council Member Gerlach stated that this business sales tazers,
8 ammunition etc. and asked if there would be any product stored at the home. Mr.
9 Ewert said that no product would be stored in the home. Orders would be done
10 through his son who would then email the distributor and product would be
11 shipped directly to the purchaser's home.
12

13 • **Riley's Farm Fresh**

14 Shanna Johnson reported that this business will be leasing the Nielsen farm grounds
15 from them and plans to farm the land and sale produce from the Nielsen produce
16 store.

17 **MOTION:** Council Member Gerlach made a motion to approve the business licenses for
18 Chooters and Riley's Farm Fresh. Council Member Montgomery seconded the motion.

19 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
20 Council Member Gerlach, Yes Council Member Nelson, Yes
21 **Motion Approved.** 4 Yes, 0 No.
22

23 **Approx. 7:12PM**

24 **ITEM 3: PUBLIC COMMENTS AND/OR PUBLIC HEARING**

25 **A. Public Comments**

26 **Steve Ewert:** stated he likes to ride his ATV in Perry Canyon, but during three times they
27 have been riding, there has shooting up in the area and the shooting was toward the trails.
28 He wondered what enforcement can be put in place.

29 **Jerry Nelson:** welcomed new City Administrator Greg Westfall and asked that the city put a
30 new tab on the webpage for proposed ordinances.

31 **B. PUBLIC HEARING ORDINANCE 15-G COUNCIL RULES & PROCEDURES**

32 Mayor Cronin advised that the Council Rules and Procedures were part of our last
33 codification, but as we completed the new codification they were removed due to it being
34 passed as a Resolution and only Ordinances were incorporated into the code.

35 Malone thought that Municipal Code Online thought that this should not be in the code, but
36 in a policy manual elsewhere. He said that the Planning Commission Rules are codified and
37 he feels it is important to have the Council rules codified as well. He said that the wording
38 is the same, but the numbering has been changed to meet the numbering system in the new
39 code.

1 Shanna said that when she talked with Kimbal of Municipal Code Online he said that this
2 was passed as a Resolution and the Planning Commission rules were passed as an
3 Ordinance and that is why one was codified and the other was not. So that is the difference
4 is that if you pass something as a Resolution it will not be added in the code, if you pass it as
5 an Ordinance it will. Council Member Christensen asked if this was per State Code or if this
6 is there rule. Malone said that is the way they handled it, there is nothing in the State Code
7 that says that a Resolution cannot be included in your code. He said it is kind of a grey area,
8 but Ordinances generally become part of the code. Shanna said there is another book on
9 the Municipal Code Online system for Resolutions. She said these would still be City rules
10 to be followed, but that is how they separate them in the new system.

11 Mayor Cronin said the way that Malone has structured things is if it is more of a Policy issue
12 then it is passed as a Resolution, and if it is more of an enforcement issue it is passed as an
13 Ordinance. She said that this particular Ordinance is exactly as it was in the Resolution; we
14 are just needing to pass it as an Ordinance and add it to the code.

15 **MOTION:** Council Member Gerlach made a motion to open the public hearing regarding
16 Ordinance 15-G. Council Member Montgomery seconded the motion

17 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
18 Council Member Gerlach, Yes Council Member Nelson, Yes
19 **Motion Approved.** 4 Yes, 0 No.
20

21 No public comments were made.
22

23 **MOTION:** Council Member Gerlach made a motion to close the public hearing. Council
24 Member Montgomery seconded the motion.

25 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
26 Council Member Gerlach, Yes Council Member Nelson, Yes
27 **Motion Approved.** 4 Yes, 0 No.
28

29 **Approx. 7:21PM**

30 **ITEM 4: ACTION ITEMS**

31 **A. APPROVAL OF THE WARRANTS**
32

33 **MOTION:** Council Member Montgomery made a motion to approve the warrants. Council
34 Member Nelson seconded the motion.

35 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
36 Council Member Gerlach, Yes Council Member Nelson, Yes
37 **Motion Approved.** 4 Yes, 0 No.
38

39 **C. ORDINANCE 15-G COUNCIL RULES & PROCEDURES**

40 Council Member Christensen suggested reviewing Resolutions in an effort to understand
41 what is not in the code any longer.
42

43 **MOTION:** Council Member Christensen made a motion to approve Ordinance 15-G Council
44 Rules & Procedures. Council Member Nelson seconded the motion.

1 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
2 Council Member Gerlach, Yes Council Member Nelson, Yes
3 **Motion Approved.** 4 Yes, 0 No.
4

5 **D. RESOLUTION 15-04 INTERLOCAL AGREEMENT WITH BRIGHAM CITY FOR FIRE**
6 **SERVICES**

7 Mayor Cronin advised that they began negotiating the contract back in March. Perry
8 passed the contract with some changes and Brigham has signed off on the contract as
9 amended. Passing this interlocal agreement will complete the process of putting this
10 contract in place.
11

12 **MOTION:** Council Member Montgomery made a motion to approve Resolution 15-04
13 Interlocal Agreement with Brigham City for fire Services. Council Member Gerlach
14 seconded the motion.

15 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
16 Council Member Gerlach, Yes Council Member Nelson, Yes
17 **Motion Approved.** 4 Yes, 0 No.
18

19 **E. RESOLUTION 15-05 INTERLOCAL AGREEMENT WITH BRIGHAM CITY FOR BURN**
20 **PERMITS**

21 Mayor Cronin stated that Brigham City suggested that Perry contract burn permits through
22 them. They provide our fire services and this will allow them to better know when there is
23 a permit for an open burn.
24

25 Mayor Cronin demonstrated how to obtain a burn permit through the Brigham City website
26 online.
27

28 **MOTION:** Council Member Montgomery made a motion to approve Resolution 15-05
29 Interlocal Agreement with Brigham City for Burn Permits. Council Member Gerlach
30 seconded the motion.

31 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
32 Council Member Gerlach, Yes Council Member Nelson, Yes
33 **Motion Approved.** 4 Yes, 0 No.
34

35 **F. FINAL APPROVAL OF TAYLOR'S COVE SUBDIVISION**

36 Brett Jones said all remaining phases (2, 3, and 4) of the subdivision were supposed to be
37 reviewed for approval, but currently only phase 2 of the subdivision is ready for review.
38 He reviewed the proposed phase. He said his office does not have any comments. He said
39 Wendy is looking for the Council's buy in on how the phase lines have been drawn. He said
40 he originally had some concerns regarding the financial viability of only 3 lots being in the
41 last phase, but with the new phase lines there are now 6 lots resolving his concerns. He
42 said there are no concerns with the subdivision. Mayor Cronin said the phase lines and
43 number of lots in each phase look good and she has no concerns with the subdivision.

1 **MOTION:** Council Member Montgomery made a motion to grant final approval of Taylor’s
2 Cove Subdivision Phase 2. Council Member Gerlach seconded the motion.

3
4 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
5 Council Member Gerlach, Yes Council Member Nelson, Yes
6 **Motion Approved.** 4 Yes, 0 No.

7
8 **F. APPROVAL OF FUNDING FOR PARTICIPATION IN THE UPSIZE OF THE TAYLOR’S**
9 **COVE WATER MAIN**

10 Brett Jones said we are looking at a potential water tank above the Taylors Cove
11 development. He said that this would require that a 12” (inch) water line be installed;
12 therefore the City can save some money by piggybacking this project with the line already
13 being installed by the developer. He explained the city would pay for the upsize of the
14 water line from 8” to 12”. Brett advised that the cost for this upsized waterline in phase 1
15 will be \$4,567.68 and will cost \$19,455.34 for all phases of the development. He
16 recommended approving funding for the upsize of the waterline in all phases and then
17 allow staff to ensure the improvements are inspected and complete prior to making
18 payment. Mayor Cronin confirmed that this project would be impact fee eligible and that it
19 is included in our Capital Facilities Plan. Brett agreed stating that this will also save the
20 City a lot of money. Mayor Cronin said we can allocate the funding, set the money aside and
21 then reimburse the funds as the work is completed.

22
23 **MOTION:** Council Member Nelson made a motion to grant approval of funding in the
24 amount of \$19,455.34 needed for Perry City’s participation in the upsize of the Taylor’s
25 Cove Water Main. Council Member Montgomery seconded the motion.

26
27 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
28 Council Member Gerlach, Yes Council Member Nelson, Yes
29 **Motion Approved.** 4 Yes, 0 No.

30
31 **ITEM 5: PRESENTATIONS**

32 **G. WILLARD SPUR UPDATE BY JERR NELSON**

33 Jerry Nelson and Bruce Howard gave a presentation regarding the Willard Spur and
34 Phosphorous/Nutrient Treatment in relation to the Perry-Willard Wastewater Treatment
35 Plant. See attached presentation.

36
37 **ITEM6: DISCUSSION ITEMS**

38 **A. ORDINANCE 15-H FIRE SERVICES BILLING PROCEDURES**

39 Mayor Cronin stated that currently per ordinance we have the ability to bill out for fire
40 services, however there are some details that are not really specified in the current
41 ordinance and Malone Molgard has written another ordinance that will give the City the
42 ability to collect for fire services and gives the City the authority to charge penalties for
43 unpaid fire bills, and to go to collections if needed. She said that this is currently in draft
44 Ordinance form. Council Member Christensen said that the city just passes along fees
45 charged by Brigham City Fire and this is just trying to solidify the billing process that has
46 been taking place for years.

47 Malone advised that section 1 and 2 of this draft ordinance are already part of the Perry
48 City Code. Section 3, 4, and 5 are being added.

1 Council Member Christensen asked if C.O. detector calls are addressed in the ordinance.
 2 Mayor Cronin said that it is written in our contract with Brigham City that they will not bill
 3 for C.O. alarms unless calls for this service are being abused (i.e. prank calls). Council
 4 Member Christensen said it appears as if calls of this nature would be covered under
 5 section 3 of the draft proposed ordinance.

6
 7 **Approx. 8:17 PM**

8 **B. FY2016 BUDGET PREPARTION – DEPARTMENT BUDGET REQUESTS**

9 Shanna Johnson reviewed the following department budget proposals:

10
 11 **General Fund:**

| Department | FY2015 Current Budget | FY2015 Trend | FY2016 Draft Tentative Budget |
|------------|-----------------------|--------------|-------------------------------|
|------------|-----------------------|--------------|-------------------------------|

| | | | |
|--------------|---------------------|---------------------|---------------------|
| Parks | \$159,311.07 | \$149,278.12 | \$136,933.47 |
|--------------|---------------------|---------------------|---------------------|

13 Shanna reviewed the following budget changes:

- Fertilizer: increased by \$500 due to need
- Anderson Park: increased from \$500 to \$1,500 to meet the needs of general maintenance. Improvements non-buildings: increased to \$7,500 to allow for expenditures related to the tourism grant awarded 2 years ago for the 1200 West trails in the \$7,500.
- Dale Young Park – budgeted \$20,677 to allow the use of impact fees for improvements including a possible larger bowery at the park.
- Bowery: decreased from \$10,000 to \$1,000 as the Perry Park bowery roofing is complete.

The Mayor & Council discussed that the limit of \$50 for Eagle Scout projects and whether or not it needs to be increased. Shanna advised that the City has assisted with getting donations for Eagle Scouts and if the project involves an existing City project the City can contribute more.

The Mayor recommended moving scout projects to the Community Development department.

The Council suggested changing main street tree improvements to include any improvements needed along main street including mowing, sprinklers, spraying of weeds etc.

Council Member Christensen made a suggestion to convert the narrow neck of land into a parking lot for Perry Park. Mayor Cronin said she would look at this with staff.

14
 15 **Utility Fund**

| Department | FY2015 Current Budget | FY2015 Trend | FY2016 Draft Tentative Budget |
|------------|-----------------------|--------------|-------------------------------|
|------------|-----------------------|--------------|-------------------------------|

| | | | |
|----------------|-------------------|-------------------|---------------------|
| Garbage | 201,300.00 | 192,933.00 | \$201,300.00 |
|----------------|-------------------|-------------------|---------------------|

Shanna Johnson explained that the current budget seems to fit the needs of the garbage and recycling contracts and rates collected are projected to cover the budgeted expenditures.

Mayor Cronin suggested bumping up the anticipated garbage expense due to the new recycling program. Shanna said her projections show that our current budget supports the program. She suggested waiting to get all expenses listed in the Utility Fund budget and then if there is room we could bump this up. Mayor Cronin agreed with this approach.

1

2 Shanna Johnson advised that rates collected for the Utility fund seem to meet the needs of
3 the operations, she did caution that Greg Hansen and Brett Jones did present in a previous
4 Council meeting a plan to better maintain our storm drain structures. She said that this
5 would cost approximately \$16,000 and we will need to make sure that the revenues are
6 adequate to meet the need. Mayor Cronin said the storm drain fee has not been increased
7 in 6 years. She said sometimes it is better to make small incremental increases in fees
8 instead of a large increase. She said that the City many want to look at around a \$2.00
9 increase in the monthly fee for maintenance.

10

11 Shanna Johnson explained that during the report given regarding the Willard Spur and the
12 Phosphorous treatment it was pointed that the Phosphorous and nutrient study was now
13 complete. Shanna stated that the Wastewater Treatment Plant has been utilizing a grant
14 for phosphorous treatment during this study and because the study is complete the funding
15 may cease. She said explained that this costs approximately \$10,000 to \$15,000 per year.
16 Shanna asked that Council Member Montgomery inquire, at the next board meeting, as to
17 whether or not the wastewater treatment board anticipates this funding to continue in the
18 next fiscal year at. Shanna said that the City will need look at this possible budget change
19 and any other administrative changes proposed by the wastewater facility and ensure that
20 there is adequate budget and revenue to cover those changes.

21

22 Council Member Christensen asked how billing will occur for each city with the new
23 changes to the financials proposed by the wastewater treatment board. Mayor Cronin said
24 that she asked Malone Molgard to send out a letter requesting information regarding how
25 the accounting process will take place about a month ago. Mayor Cronin said that the
26 board has not provided this information to the City, so we do not yet know how this
27 process will work. Council Member Montgomery stated that she did not think that the
28 Wastewater Treatment Facility Board knew yet how this process will work. Shanna
29 Johnson said that the important thing to remember is that we are dealing with public funds
30 and it is important that we are being fiscally responsible and that we can provide a clear
31 process to the public regarding how their fees are being used. Mayor Cronin said that she
32 has been requested to represent Perry City in signing for the Sewer Board to have checking
33 account. She has responded that this is a Council decision and that we would need a
34 presentation on the financial process prior to this being signed. Council Member
35 Christensen stated that he felt this was appropriate as we are dealing with public funds,
36 Perry City has been acting as the fiduciary responsible party and we would like to know
37 how the process is going to change. He said we also need to know if the percentage of
38 operational expenses will remain the same or if there will be some new interpretation of
39 how the operational expenses are split. Mayor Cronin said that she has sent a letter to the

1 Board informing them of what needs to take place in order for the Council to approve this
2 checking account and the ball is now in the Wastewater Treatment Board's court.
3

4 Mayor Cronin said as she has looked at the budget proposal she has noticed that the
5 department heads have done a good job in controlling their costs and keeping their budgets
6 within their budget amounts and Shanna has done a good job in representing all of those.
7 Mayor Cronin said the budget actual presented tonight are through the end of February.
8 Shanna said that she will be working to get the March update out. Shanna reported that
9 through the end of February the City is \$100,000 better than plan in their expenditures in
10 the General Fund, the Utility Fund is \$20,000 better than plan, and the Sewer Fund is also at
11 this point \$100,000 better than plan, which may help to fund some of their proposed
12 changes.
13

14 **Approx. 7:54 PM**

15 **C. FOURTH OF JULY ASSIGNMENTS**

16 Mayor Cronin reported that the city is currently looking for volunteers for some of the 4th
17 of July events including the parade. She said that Stacey Thompson has been over this for 2
18 years and has been involved with this event for many years, but she is not able to chair do
19 it this year. She said we are also in need of a group or person to be over the children
20 games. She said this has been used as a fundraiser for girl's camp in the past and would be
21 a great fundraising opportunity for other groups or teams. Mayor Cronin asked for help in
22 getting the word out and volunteers for these important events.

23 Mayor Cronin said that last year Council Member Montgomery was over the music for the
24 firework show and said she would like to rotate this opportunity and asked Council
25 Member Christensen if he would consider putting together the music this year. He said he
26 would be willing to do this. Mayor Cronin asked Council Member Gerlach if he would be
27 willing to help with the race. Council Member Gerlach said he would help. Mayor Cronin
28 asked Council Member Nelson what her availability will be. Council Member Nelson said
29 she would not know until a week before the celebration. Mayor Cronin enlisted her help
30 with some of the administrative duties, which would not require her to be present at the
31 event. Council Member Montgomery was asked to be over Bingo. Mayor Cronin said that
32 they are still working on budget for the Little Buckaroo Rodeo. This may cost more this
33 year because Ty Thompson is no longer an employee and we cannot utilize his staff time
34 toward the event. Mayor Cronin said we are not going to do the youth dance this year, but
35 suggested a possible ice cream social. Council Member Christensen suggested having an ice
36 cream social prior to the Movie in the park. Everyone agreed that this would be a good
37 idea, but will continue to think about when this will take place. Mayor Cronin stated we are
38 looking for a venue for the Perry's Got Talent event, and may possibly do this at the church
39 across from Perry Park. The Council requested more cars for the parade instead of trucks
40 and also requested more candy to throw.
41

42 **Approx. 7:06 PM**

43 **D. FYI: NEW FULL-TIME POLICE OFFICER**

44 Mayor Cronin introduced Steven Downey as Perry City's new Patrol Officer. This position
45 is replacing the vacancy left by Juan Trujillo. She said that Officer Downey has been
46 training under Juan Trujillo and Sergeant Scott Hancey for a year. Officer Downey gave a
47 brief overview of his background, stating that he currently lives in Cache County. He has a
48 wife and child. He said he started out as a Reserve Officer and has been working in this

1 capacity for a year. He reported that he has tried to engage himself with the community by
2 participating in City events such as the Fourth of July, and Shop with a Cop. He said that he
3 really likes working for the City, enjoys protecting the citizens, and everything he does
4 while working here will be to benefit the City and those who live here.

5
6 Mayor Cronin also introduced Greg Westfall as the new City Administrator. She provided
7 some background information on Mr. Westfall stating that he was 1 of 29 candidates who
8 applied for the position. She explained that 12 applicants were interviewed by a 5 member
9 panel. Greg was the #1 pick for 4 of the panelist, and was that persons #2 recommendation
10 by 1 panelist. His background, broad range of skill set, and personal attributes made him
11 stand out both on paper and in person. She said that Greg comes to us from the South East
12 corner of Utah, where he previously worked as the City Manager for the City of Monticello.
13 He earned his Master's Degree in Public Administration from the Ashford University in
14 Clinton, IA and a Bachelors Degree in Business Administration from Colorado Mesa
15 University. He grew up in Craig, Alaska where he played High School Baseball and then
16 went on to play one year for BYU Idaho (at that time Ricks College). He first met his wife
17 when she came to visit family in Alaska and they were married 4 years later. They are the
18 proud parents of 3 children: Sydney, Libby, and Beckton. Mayor Cronin said when she
19 called his references she found it interesting that all 5 people at some point in the
20 conversation mentioned some of the same qualities such as:

- 21 • He is very analytical;
- 22 • very confident;
- 23 • A synergistic team player;
- 24 • has great Integrity;
- 25 • and has strong family values

26 Mayor Cronin said one reference kept her on the line for 20 minutes and had many good
27 things to say. She said that he had many good qualities and welcomed him to the team.

28
29 **Approx. 8:04 PM**

30 **E. CDBG GRANT UPDATE**

31 Mayor Cronin reported the good and bad of the CDBG Grant process. She said Shanna
32 Johnson attended CDBG Grant training and was told during this training that Perry City
33 could use the same project area used on our previous grant and we could use the original
34 survey completed two years ago, this was good. Mayor Cronin said the City got the bad
35 news while putting our application together that because we were doing a project in a
36 phase of the project area, the current administration did not want phasing and requested
37 that we complete a new site specific survey for project. Mayor Cronin said that she and
38 Shanna Johnson went out approximately 10 times and collected all surveys. She said the
39 results revealed that the area qualified when looking at number of households, but it is
40 required that you look at the number of people in each household and due to this factor the
41 area did not meet the required percentage of Low to Moderate Income (LMI) households.
42 Mayor Cronin stated we got the good news in an email that we could change our project
43 scope, but we would have to complete a new survey. She said she and Shanna went out and
44 collected surveys from every household in the project area. The surveys were tallied and
45 the area met the LMI requirements. She said the bad news is that level 2 did not talk with
46 level 1 and the CDBG administration office said that we are not able to change our project
47 area. Mayor Cronin said the grant submissions were due March 31st, but the
48 administration office would not open our application so that the project area and survey

1 **B. Todd Christensen:** said he had a citizen express a concern regarding a lot line
2 adjustment which was contingent upon the land owner properly safeguarding his
3 existing abandoned foundation there that has exposed rebar on it and there are small
4 children in the area. He said there is a family within arm's reach. The landowner has
5 not held to his requirements as noted in the public meeting and he is getting ready to
6 leave the area. Mayor Cronin said that we now have an employee to work on code
7 enforcement and the staff will work on this issue. He reported there is a home in the
8 residential area by Three Mile Creek School with roughly 30 pheasants. Vicki Call said
9 that there are provisions regarding pheasants in the municipal code and this would not
10 meet code. Mayor Cronin said we will look into this.

11
12 **C. Peter Gerlach:** said that he will not be able to attend the Youth City Council sponsored
13 Senior Ball and he will work with the Gunderson's and see if they can cover this. Mayor
14 Cronin asked if he could still advertise the event at the school. Council Member Gerlach
15 said he could help with the advertising. He said that Marci Satterthwaite has put in an
16 application for the Planning Commission, he asked the status of the application and
17 what the process is when someone applies. Mayor Cronin said that these applications
18 go through the Mayor and she has received about 10 applications that she is reviewing.

19 **D. Jana Nelson:** reported that Bob Thurgood is leaving the Flood Control Board and we
20 will need a replacement by June 1st.

21 **E. Esther Montgomery:** stated that we had a meeting regarding the timekeeping policy
22 and asked when we plan to present this in public meeting. Mayor Cronin said that the
23 proposed policy changes will be reviewed in May.

24 **F. Brady Lewis:** excused.

25 **G. Mayor Cronin:** asked Vicki Call, Planning Commission Chairman, if she had anything to
26 report. She stated the Planning Commission is working on the issue of large animals in
27 residential zones. They also moved their meeting in May to the 23rd to better meet
28 schedules. Mayor Cronin reported that she has Greg Westfall researching Boyd
29 Montgomery's financial. Mayor Cronin directed that staff and official should wear city
30 badges when at offsite meetings or while doing official city business off site.

31
32 Mayor Cronin turned some time over to Greg Westfall to provide an update on
33 legislative changes on fuel tax. Greg explained that two new bills were passed that will
34 increase our prices at the pumps. He advised one increased tax from a base tax of
35 \$0.245 to a 12% tax, with a floor of \$2.45 and a ceiling of \$3.33. He said it will fluctuate
36 with the price of gas at the time. He said it was an immediate \$0.05 increase based on
37 the current prices. He said this money goes directly to UDOT and the goal is spend this
38 on rural roads and bridges. Greg stated the other bill passed is called a local option
39 transportation sales tax, which gives communities the option to enact a tax at a county
40 level and if the County chooses to initiate this, it would be voted upon in 2016. If passed
41 would put in place a ¼ of a cent tax, 0.1 of this would come to the City, if there is not a
42 transit authority in the area. If there is a transit authority 0.1 would go to the transit
43 authority, 0.05 would go to the City and the balance would go to the County. This
44 money can be used on a wide variety of projects. He said that this is good to note as we
45 hope that when the County looks at this they look to the cities for support.

1 Mayor Cronin reported that the Utah League of Cities and Towns conference is next
2 week. She advised that the Council should notify her if they plan to go. She said that
3 Malone Molgard and she will be attending.

4
5 **H. ITEMS FOR NEXT CITY NEWSLETTER**

6 None.

7
8 **ITEM 8: ITEMS FOR FUTURE MEETINGS**

9 None.

10
11 **ITEM 9: EXECUTIVE SESSION**

12 **MOTION:** Council Member Christensen moved to close the Public Meeting and open an
13 Executive Session to discuss possible litigation and character and fitness of an individual.
14 Council Member Montgomery seconded the motion.

15 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
16 Council Member Gerlach, Yes Council Member Nelson, Yes
17 **Motion Approved.** 4 Yes, 0 No.

18
19 The Regular Public meeting closed at approximately 9:11pm.

20
21 **MOTION:** Council Member Christensen moved to close the Executive Session and return to
22 the Public Meeting. Council Member Montgomery seconded the motion.

23 **ROLL CALL:** Council Member Christensen, Yes Council Member Montgomery, Yes
24 Council Member Gerlach, Yes Council Member Nelson, Yes
25 **Motion Approved.** 4 Yes, 0 No.

26
27 The Regular Public meeting reopened at approximately 10:00pm.

28
29 **ITEM 9: Adjournment**

30
31 **MOTION:** Council Member Montgomery made a motion to adjourn the council meeting.

32 **Motion Approved.** All Council Members in favor.

33 The meeting adjourned at 10:00pm.

34
35
36
37 _____
38 Susan Obray, City Recorder

Karen Cronin, Mayor

39
40
41
42 _____
43 Shanna Johnson, Chief Deputy Recorder

THURSDAY MAY 7, 2015
PERRY CITY REDEVELOPMENT AGENCY MEETING AGENDA

The Perry City Redevelopment Agency Board will hold its RDA Meeting on Thursday May 7, 2015 in the City Council Room at 3005 South 1200 West in Perry, starting at approximately 8:15 PM (to be preceded by a 7:00 PM Perry City Council Meeting). Agenda items may vary depending on length of discussion, cancellation of scheduled items, or agenda alterations. Numbers and/or times are estimates of when agenda items will be discussed. The agenda shall be as follows, with every item being a discussion and/or action item, unless otherwise indicated:

Approx. 8:15 PM-Public Meeting

1. Call to Order
 - A. Tentative Budget for RDA for FY 2015-2016 - Presentation by Shanna Johnson
 - B. Discussion
 - C. Motion/Action Regarding Adoption of Tentative Budget

Approx. 8:30 PM

2. Adjournment
 - A. Motion to Adjourn

The Undersigned duly appointed officials hereby certify that a copy of the foregoing agenda was sent to each member of the governing body, and was posted in two locations at the Perry City Offices, and faxed to the Ogden Standard Examiner and Box Elder News Journal. Dated this 1st day of May, 2015.

Shanna S. Johnson, RDA Secretary