

MILLVILLE CITY COUNCIL MEETING
City Hall – 510 East 300 South – Millville, Utah
October 8, 2015

PRESENT: Michael Johnson, Michael Callahan, Cindy Cummings, Julianne Duffin, Ryan Zollinger, Rose Mary Jones, Harry Meadows, Gary Larsen, Bob Bates, Martha Balph, Brennan Duffin, Josh Blankenship, Parker Cummings, Seth Duffin, Fred Philpot, Brookelin Waldron, Brock Norris, Cassie Wilker, Wendy Wilker, Clay Wilker, Hailey Checketts, Heidi Checketts, Kimberly Walton, Sadie Anderson, Michael Duffin, Sara Duffin, Zan Murray, Michael Harris, Bruce McConkie

Call to Order/Roll Call

Mayor Michael Johnson opened the Council Meeting calling the meeting to order at 7 p.m. The roll call indicated Mayor Michael Johnson and Councilmembers Cindy Cummings, Julianne Duffin, and Ryan Zollinger were in attendance with Councilmember Mark Williams excused and Councilmember Michael Callahan absent. Also Recorder Rose Mary Jones was present.

Opening Remarks/Pledge of Allegiance

Councilmember Duffin led all who were present in the pledge of allegiance and then offered a prayer.

Councilmember Callahan arrived at the meeting at this time.

Approval of agenda and time allocations

The agenda for the City Council Meeting of October 8, 2015 was reviewed.

Councilmember Duffin moved to approve the agenda for October 8, 2015.

Councilmember Cummings seconded. Councilmembers Callahan, Cummings, Duffin, and Zollinger voted yes with Councilmember Williams excused. (A copy of the agenda is included as Attachment “A”.)

Approval of minutes of the previous meeting

The Council reviewed the minutes of the City Council Meeting for September 24, 2015.

Councilmember Cummings moved to approve the minutes for September 24, 2015.

Councilmember Callahan seconded. Councilmembers Callahan, Cummings, Duffin, and Zollinger voted yes with Councilmember Williams excused. (A copy of the minutes is included as Attachment “B”.)

Report on P & Z Meeting held October 1, 2015

Development Coordinator Harry Meadows reviewed with the Council the Planning Commission Meeting Minutes held on October 1, 2015. There was a question regarding the public hearing for the rezone request, as it was scheduled for October 29 instead of October 15; this was because of the lack of a quorum available for the October 15 meeting. These minutes are included as Attachments "C".

Introduction of 2015-16 Youth Council/Oath of Office

Councilmember Duffin indicated several of the Youth Council were involved with a football game at Mt. Crest this evening and were unable to attend the Council Meeting. The members not in attendance will be invited to attend the City Council Meeting on October 22, 2015 to take the Oath of Office.

The Oath of Office was given to all of the Youth Council by City Recorder Jones.

Councilmember Duffin introduced to the Council Brookelin Waldron who will be serving as the Youth Council Mayor through December, 2015.

Youth Council Mayor Waldron identified members with whom she will be serving as: Councilmember for Community Events - Josh Blankenship, Councilmember for Service – Sadie Anderson; and Councilmember for Government Leadership –Laci Leishman. The Youth Council Leadership from January – June, 2016 will be: Mayor, Tori Nyman, Councilmember Community Events, Dixon Johnson; Councilmember Service, Mikaeli Hill; and Councilmember Government Leadership, Laci Leishman. Serving for the entire year as Recorder (Secretary) will be Kaitlyn Woolley and as Treasurer, Kimberly Walton. She explained there are three committees: community events, service, and government leadership with several youth serving as committee members. The theme for the Youth Council for the year is "To be inspired is great but to inspire is incredible."

Report from Youth Council

Youth Council Mayor Waldron reported the Youth Council had participated in the USU Ropes Course which was really fun and gave them training in team work and problem solving; they plan to do this again next summer. The Youth Council had also been involved with the Top of Utah Marathon where they helped at one of the aid stations.

Councilmember Duffin encouraged the Youth Council to stay if possible to watch how government works in Millville City; however, they could leave if they were needing to get to the football game.

Review of Comcast Franchise Agreement

Mayor Michael Johnson reviewed with the Council the Comcast Franchise Agreement. Kirk Nord, representative from Comcast, had been in touch with Mayor Johnson earlier during the day. As he was driving from southern Utah, Mayor Johnson did not feel he would have to be in attendance at the meeting. The agreement had been reviewed by our legal counsel and he felt he would be available to answer any questions via telephone.

Mayor Johnson indicated in Section 4 page 9, it states, the rate of the franchise fee is 3% and questioned if it should be higher. There was discussion about the Telecommunications License Tax. This tax had been negotiated and set; verification will be made that it should be 3%.

Councilmember Zollinger moved to move this to the next meeting so research could be completed on the franchise fee percentage. There was no second to the motion.

Councilmember Zollinger moved to accept the Franchise Agreement with Comcast upon the condition that the franchise fee meets the state and our ordinance as previously determined approving Resolution 2015-13. Councilmember Duffin seconded. Councilmembers Callahan, Cummings, Duffin, and Zollinger voted yes with Councilmember Williams excused. (The agreement and resolution are included with the minutes as Attachment "D".)

Consideration for Updating Millville City Zoning Map

Mayor Johnson reviewed with the Council information from the Utah State Code regarding updating the zoning map with changes or amendments. Information from the ULC&T Powers & Duties book regarding the process for changing the zoning map was also reviewed. The Zoning Map had not been prepared at the time the rezone for the Balph property was approved. The procedure for how and when the map should be drawn was discussed. It was suggested to have the Planning Commission consider the zoning map with the recommended changes. A public hearing should be held on the map and then a recommendation made to the City Council.

Councilmember Callahan moved to have the map go back to the Planning Commission and incorporate the change for the Balph rezone and also give the P&Z the opportunity to incorporate the other rezones which have been proposed. Councilmember Zollinger seconded. Councilmembers Callahan, Cummings, Duffin, and Zollinger voted yes with Councilmember Williams excused. (A copy of the proposed map showing the Balph rezone and ordinance are included with the minutes as Attachment "E".)

Development Coordinator Meadows will have this information available for the Planning Commission's public hearing to be held on October 29, 2015.

Review of Impact Fee Analysis on the Road, Park, and Water Fees/Consideration for Setting a Public Hearing

Councilmember Duffin yielded to Fred Philpot representing Lewis Young Robertson and Burningham to make the presentation regarding the Impact Fee Analysis on the Road, Park, and Water Fees.

Mr. Philpot reviewed with the Council a slide presentation which is included with the minutes as Attachment "F".

He presented an overview on what an impact fee is explaining that an impact fee facilities plan is not required for entities with a population under 5,000. However, a lot of the same information is still obtained and used in the analysis. He reviewed the impact fee process.

He explained the methodology for the Impact Fee Analysis has six requirements: 1) determine existing and future demand with the service area; 2) provide inventory of existing facilities; 3) establish existing and proposed level of service; 4) identify existing and future capital facilities necessary to serve new growth; 5) consider all revenue resources to finance system improvements; and 6) conduct proportionate share analysis.

There was a discussion on whether service areas were viable. It was determined that west of highway 165 may be considered a different service area for roads, as there was no roads owned by the City in that area.

The demand for parks and recreation, water, and transportation was estimated with varying growth scenarios. Existing facilities in the three impact analyses had been computed and were reviewed. Using the capital facilities projects which had been predetermined, the level of service (cost per capita) had been computed and the excess capacity was reviewed. The financing and proportionate share of costs were explained.

Mr. Philpot had used ERC and ERU in the presentation; they will be changed to ERU to be consistent with our City code.

Mr. Philpot explained how a 3% inflation for construction had been factored into the analysis. The fee schedule does not give a definite increase on a year by year basis to be charged.

Discussion regarding how the fees were computed in the water were discussed. The water storage requirements had been regrouped and had changed the sense of direction on how this computation was made.

There was discussion about the park impact analysis and how a large part had been paid out of RAPZ Grant fees. It was concluded that more review of the grant monies must be determined before this fee could be computed.

Mr. Philpot reviewed the procedure to follow through adoption of the fees. The input from the Council will be taken under consideration as revisions are made. This will be brought back to the Council on November 12 and a public hearing will be held in January. If approved at that time, a 90-day waiting period is to elapse before enacting the fees.

Bills to be paid

The bills were presented. They are as follows:

Stephanie Eggleston	4.03	General
Tara Hobbs	77.05	General
Rose Mary Jones	126.62	General
Michael Callahan	577.90	General
Adria Davis	9.66	P&Z
Rocky Mountain Power—		
North Park	62.42	Park
Shop	146.14	Building
Crossing Guard	17.15	Crossing Guard
Ball Park	8.56	Park
North Well	924.00	Water
Park Well	2,289.23	Water
Water Treatment	16.15	Water
Highline Reservoir	1,133.27	Water
Public Treasurers Investment Fund	7,667.00	Water
Cache County Service Area	10,908.30	Sanitation
Cache County Service Area	1,716.00	9-1-1
Utah League of Cities and Towns	888.60	General
Watkins Printing	66.00	General
Hansen’s Concrete Cutting	80.00	Water
Caselle	125.00	Water
Salary Register	13,243.24	

Recorder Jones explained that Treasurer Tara Hobbs has been off on a disability because of an injury and should be released for partial work on Saturday. The deposits have not yet been prepared. For the meeting tonight, the amount of the checks is greater than the balance in the account. **Councilmember Duffin moved to pay the bills with the provision that the check for Cache County Service Area will be held until the deposit is made.** Councilmember Cummings seconded. Councilmembers Callahan, Cummings, Duffin, and Zollinger voted yes with Councilmember Williams excused.

City Reports

Roads/Sidewalks:

Superintendent Gary Larsen reported on replacement of asphalt on 100 North at approximately 200 West for Ron Lundberg in the amount of \$3,700; the cost to the City will be approximately \$2,700, as we have a credit of \$1,000 from LeGrand Johnson Construction Co.

The DWA Construction Company is to begin asphaltting the road on 300 West from 550 North southward next Wednesday. There was also discussion about approaches, curbing, manholes, etc. that need to be completed on 100 North.

Superintendent Larsen reminded the Council of an agreement with Majestic Heights Subdivision regarding infrastructure which was installed at the time of that subdivision. There were funds that are to be paid back at the time of development with the adjoining property. This will be researched for further consideration.

City Parks:

Superintendent Larsen had nothing to report on the parks at this time.

Culinary Water System:

Superintendent Larsen explained the 8-inch water line at approximately 150 West to 200 West on Center Street has been replaced and installed. This was a budgeted project.

Superintendent Larsen discussed the need to upgrade the park well pump. There was some concern about the Glen Ridge Well. The ASR Project is showing positive signs in helping with the nitrate levels; however, this is a grey area regarding the nitrate levels and there is not sufficient documentation on the long-term quality of that water.

Superintendent Larsen felt this is the time to make the well upgrade because of the large subdivision that has been started, as well as the school coming on line. Also the Garr Spring water usage is in the process of being changed from irrigation to municipal water and this will help our system.

A permit was required and permission grant by the Division of Drinking Water for the well upgrade; this permit will expire on March 30, 2016. A new permit would need to be applied for after that date. The City had agreed to provide a three-year monitoring on the drawn down and impact of the well. Following that three-year time period, the final approval for the well will come.

There is budgeted funds to use on this project and he is proposing to do this during the winter months. A new source protection delineation plan would need to be made within six months of the project being completed.

The water rights to 900 gpm will be assigned to the park well. The City still has additional rights from Cache Valley Ranches of 40-acre feet of water, an application for 47 acre feet of water has been submitted to the State Water Engineer acquiring water from Mr. Eames for the Mond-Aire Subdivision, as well as the excess Garr Spring winter water which could be injected into the Glen Ridge Well and more fully utilized. These water rights are projected to bring the Glen Ridge Well back up to capacity.

Engineer Murray indicated the park well upgrade and the Garr Spring upgrade would be under \$100,000.

Engineer Murray discussed with the Council about the agreement with the school district on a right turn lane on 550 North. Engineer Murray's understanding was if the CCCOG money was approved, the school district would not have to put in that turn lane. The date for the County Council to vote on the CCCOG recommendations is October 13.

Other items discussed for the school district agreement was the landscaping maintenance on the roundabout. The City is to provide the water.

It was noted that the city will pay for additional manholes on 100 West 200 North. There are to be stubs from the manholes provided.

The retention pond (approximately ½ acre) southwest of the school is to be maintained; the Council was not sure if this is in Millville City limits nor who would do the maintenance.

The impact fees being paid by the school (through various projects) will be documented by J-U-B as they can verify these. There is to be no monies exchanged, as per the written agreement. There was discussion on the location of the west boundary near the river between Nibley.

Engineer Murray identified different items that must be addressed in the near future.

- The sewer agreements with Nibley City and Logan City need to be drawn up and signed. Millville City will own the sewer lines, the meter, and the telemetry for the sewer.
- There are utilities in the right of ways that will need to be relocated. This will be one of the first notifications made for the 450/550 North road project. A schedule will be drawn up to keep the project on time. As a provision in the franchise agreements, the utilities are to be relocated by the companies at their cost. Mayor Johnson reported

that the Questar Agreement is currently being updated. It would be estimated that the utility companies would have about three months to make the changes.

- The plan will be to start breaking ground in March with the contractor selected. This project needs to be done by the end of July.
- The 450/550 North Road project will be over two budget years.

Fire Risk Assessment

Councilmember Cummings reviewed information provided from the ULC&T Conference regarding Utah Living with Fire – Fire Risk Assessment. This information is included with the minutes as Attachment “G”. This program is to encourage communities, which is near high risk fire areas, to take the necessary precautions to mitigate fire. There is a cost factor involved; however, the proposal is to have the community do in-kind services that would help with deterring fires.

Councilmember Zollinger explained about conflicting state laws regarding who pays for what. There is state land being annexed by cities and the City wants to control the building; therefore, the structures are costing a lot in fires on state lands. The proposed amount designated for Millville City is determined by a formula with \$474 as the high risk area and \$685 designated as moderate risk. There was discussion about reducing the risk of fire.

Mayor Johnson indicated that fire departments from all over the valley would come to assist a fire if needed. Discussion was held about whose responsibility to pay if a fire is on privately owned land.

The state does not want a check for this amount of money; they do want documented in-kind services performed that would deter fires. Councilmember Cummings will request a representative to come to make a presentation to the Council regarding minimizing Wild Land fires.

BRAG Disaster Mitigation Plan

Mayor Johnson indicated the Council had a copy of the Disaster Mitigation Plan. The resolution is what is to be adopted. By adopting this, Millville would be included for funding if a disaster were to come upon us. Councilmember Zollinger indicated there are some maps that are beneficial and may want to be included in our master plan; they could be added as an attachment. Mayor Johnson voiced concern about where individuals want to build; he felt they should take the responsibility for their decisions. This will be added to the agenda for action at the next Council Meeting. The information is included as Attachment “H”.

Councilmember Reports

(A copy of the Councilmember Reports was included with the minutes as Attachment "I".)

Councilmember Duffin reported on the flyer for the Youth Council Christmas Fundraiser to be held on December 5. This will be included with the newsletter in October and November.

Other items for Future Agendas

Councilmember Callahan would like to include with the discussion about media a presentation from Hyrum representatives about their system and the value of it.

Councilmember Duffin indicated the Impact Fee Analysis would be continued until November 12, with the proposal to set a public hearing in January.

Recorder Jones reported the audit has been going on this week. There are road impact fees that need to be spent in this fiscal year. An impact fee report will be forthcoming for the Council's approval.

Councilmember Duffin requested Councilmember Callahan follow up with North Logan City regarding the form-based code they had completed. She felt they would be able to evaluate those that had worked with this project, the service they were given, and how they felt about the completed product.

Development Coordinator Meadows questioned if he is to still try to get a representative from Nibley City to explain more about the media they use in their City. The consensus of the Council was to schedule this.

Mayor Johnson indicated Councilmember Cummings was having a difficult time in finding land values on property that had not been developed with no utilities. It was the consensus of the Council to hire an appraiser to look into giving the City what the fair market value would be for the property directly west of the cemetery.

Adjournment

Councilmember Callahan moved to adjourn the meeting. Councilmember Zollinger seconded. Councilmembers Callahan, Cummings, Duffin, and Zollinger voted yes with Councilmember Williams excused. The meeting adjourned at 9:52 p.m.

ATTACHMENT "A"

NOTICE AND AGENDA

Notice is hereby given that the Millville City Council will hold their regularly scheduled council meeting on Thursday, October 8, 2015, at the Millville City Office, 510 East 300 South in Millville, Utah, which meeting shall begin promptly at 7 p.m. (Please note the time given to each agenda item is an approximate time.)

1. Call to Order / Roll Call – Mayor Michael Johnson.
2. Opening Remarks / Pledge of Allegiance – Councilmember Julianne Duffin.
3. Approval of agenda and time allocation.
4. Approval of minutes of the previous meeting – September 24, 2015.
5. Action Items—
 - A. Report on P & Z Meeting held October 1, 2015 – Development Coordinator Harry Meadows – 7:03 p.m.
 - B. Introduction of 2015-16 Youth Council/Oath of Office – Councilmember Julianne Duffin – 7:05 p.m.
 - C. Report from Youth Council – Councilmember Julianne Duffin – 7:12 p.m.
 - D. Review of Comcast Franchise Agreement – Mayor Michael Johnson/Kirk Nord – 7:15 p.m.
 - E. Consideration for Updating Millville City Zoning Map – Martha Balph/Mayor Michael Johnson – 7:20 p.m.
 - F. Review of Impact Fee Analysis on the Road, Park, and Water Fees/Consideration for Setting a Public Hearing – Fred Philpot/Councilmember Julianne Duffin – 7:30 p.m.
 - G. Bills to be paid.
6. Discussion Items—
 - A. City Reports.
 1. Roads/Sidewalks – Superintendent Gary Larsen.
 2. City Parks – Superintendent Larsen.
 3. Culinary Water System – Superintendent Larsen.
 - B. Fire Risk Assessment – Councilmember Cindy Cummings.
 - C. BRAG Disaster Mitigation Plan – Mayor Michael Johnson.
 - D. Councilmember Reports.
 - E. Other items for Future Agendas.
7. Adjournment.

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during public meetings should notify Rose Mary Jones at (435)752-8943 at least three working days prior to the meeting.

Notice was posted on October 5, 2015, a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was sent electronically to the Utah Public Meeting Notices website (<http://www.utah.gov/pmn/index.html>) on October 5, 2015.


Rose Mary A. Jones, Recorder

ATTACHMENT "B"

**MILLVILLE CITY COUNCIL MEETING
City Hall – 510 East 300 South – Millville, Utah
September 24, 2015**

PRESENT: Michael Johnson, Michael Callahan, Cindy Cummings, Julianne Duffin, Mark Williams, Rose Mary Jones, Tara Hobbs, Harry Meadows, Gary Larsen, Stephanie Eggleston, Albert Monson, Martha Balph, Leanna Ballard, Zan Murray, Bob Bates, Neal Artz, Lars Erickson, Ray Whitchurch, Boy Scout Troop 375, Joshua Blankenship, Seth Graham, Zaid Norviel, Aaron Norviel, Parker Cummings, Nate Taylor, Jared Taylor, Jonny Taylor, Trevyn Jensen, and Seth Duffin

Call to Order/Roll Call

Mayor Michael Johnson opened the Council Meeting calling the meeting to order at 7:03 p.m. The roll call indicated Mayor Michael Johnson and Councilmembers Michael Callahan, Cindy Cummings, Julianne Duffin, Mark Williams, were in attendance and Ryan Zollinger was absent. Also Recorder Rose Mary Jones, Treasurer Tara Hobbs and Secretary Stephanie Eggleston were present.

Opening Remarks/Pledge of Allegiance

Councilmember Cummings welcomed all especially Scout Troop 375 and led everyone present in the pledge of allegiance.

Approval of agenda and time allocations

The agenda for the City Council Meeting of September 24, 2015 was reviewed.

Councilmember Williams moved to approve the agenda for September 24, 2015. Councilmember Duffin seconded. Councilmembers Callahan, Cummings, Duffin, and Williams voted yes with Councilmember Zollinger absent. (A copy of the agenda is included as Attachment "A".)

Approval of minutes of the previous meeting

The Council reviewed the minutes of the City Council Meeting for September 10, 2015.

Councilmember Duffin moved to approve the minutes of the previous meeting held September 10, 2015. Councilmember Cummings seconded. Councilmembers Callahan, Cummings, Duffin, and Williams voted yes with Councilmember Zollinger absent. (A copy of the minutes is included as Attachment "B".)

Form-Based Code Presentation

Ray Whitchurch with IBI Group along with Lars Erickson made a presentation regarding Form-Based Codes. A presentation was shown on the television screen. IBI Group is an

international firm with about 3,000 people all over the world. The company is good at design and planning, also known for quality work. Mr. Whitchurch explained why he believes Form Based Codes are better. He talked about three points: Form, Use and Management. Form Based Code focuses on form and design. He explained why a community would want a Form Based Code such as, community ownership, desirable changes, less subjective, mix of uses by right and covers a large geography through the use of sub-districts. Mr. Whitchurch showed an example of what a Form Based Code looks like for another community.

Mr. Erickson talked about what a Community Design Charrette is – allowing input from the community and others to find out what the community wants to see developed. The goal of Form Based Code is to implement a vision that has been vetted through the public engagement process, detailed and embedded in a master plan, and ultimately realized via the code. There would be monthly stakeholder meetings and ensure the stakeholders are updated with draft documents and confirm direction. Mr. Erickson said a general overview would take about six months to complete. Mr. Whitchurch stated the cost would be approximately \$30,000.

Councilmember Callahan asked how developers respond to the Form Based Code. Mr. Whitchurch said developers usually embrace the code unless they don't understand it. Once they understand it, they are willing to comply.

Discussion on Rezone of Property for Neal Artz at approximately 200 South 550 East, Parcel 03-037-0054

Neal Artz spoke to the Council about rezoning his property. He stated that early in the 1990's, his house was built on the property at 220 South 500 East. It was later rezoned to open space by the City. Mr. Artz is concerned about whether his home would be covered by the insurance company if it is zoned as open space. Mayor Johnson explained that Millville City is willing to rezone the property if Mr. Artz would like to have it done. There is no pressure to rezone the property, but it is offered to Mr. Artz as an option to him. Mr. Artz asked the Council who is responsible to resolve this problem. He feels like the City is responsible for paying for the rezoning costs.

Mayor Johnson asked the Councilmembers if they wanted to consider approving the rezoning without complying with the City ordinance.

Councilmember Cummings asked how much of Mr. Artz's property is zoned as open space; Mr. Artz stated his entire property is zoned open space.

Leanna Ballard also stated she would like her property rezoned to residential as well.

Mayor Johnson said this would be a good item for further discussion.

Councilmember Duffin asked about what the fees and process would be to rezone. Development Coordinator Harry Meadows said it was \$160 dollars to go before Planning and Zoning. There would be a \$60 fee to post a notice in the newspaper and notice of the public hearing would be required to be given to adjoining property owners.

Mayor Johnson told Mr. Artz the rezoning fees would be his responsibilities. If he would like to move forward at this time, the rezoning fees could be split in half with Mrs. Ballard. The new map fee could be split three ways to include Martha Balph, Mr. Artz, and Mrs. Ballard.

Councilmember Callahan would like to do some further research on this item.

There was also discussion about the address of the Artz residence. His address had been 220 South 550 East originally. When the City changed the 500 East road address to 550 East, his house number was also changed. This will be looked into. Mr. Artz would like the address changed back to 220 South.

Form-Based Code Presentation

Kelly Gilman with CRSA – no show.

City-owned Property Adjacent to Cemetery

Mayor Michael Johnson met with Mayor Dustin from Nibley City. There have been conversations in the past with the Cemetery Board. Mayor Johnson explained the cemetery is its own district. They are collecting taxes and need to pay for their needs from their own budget. The City may be willing to sell some of the City's property at fair market value to the Cemetery Board if needed. The City would need to hold an executive session if the sale of the property is discussed. **Councilmember Callahan made a motion to table the item of city-owned property adjacent to the cemetery.** Councilmember Williams seconded. Councilmembers Callahan, Cummings, Duffin, and Williams voted yes with Councilmember Zollinger absent.

Form-Based Code Presentation

Jake Young with CSG handed out a flyer about the Cache Summit – An Annual Gathering of Leaders to Discuss the Vision & Growth of Cache Valley, November 12, 2015. He invited everyone who might be interested to attend. (This information is included at Attachment "C".)

Mr. Young, Project Manager for CSG, introduced his company. He showed a slide presentation on the television screen as well as handing out a booklet to the Councilmembers with the presentation. (A copy of the booklet presented is included with the minutes as Attachment "D".) He gave examples of cities that have used his company to implement Form Based Code.

Mr. Young discussed different aspects of Form Based Code such as Place Types, Street Types, Building Types, Use Regulations, Open Space Types, and Additional Requirements. He reviewed an outline of a Form Based Code.

Mr. Young briefly touched on Uses, Building Types, Open Space Type, Landscaping, Parking, Sign Types, and Administration.

Councilmember Callahan asked how the developers feel about the requirements. Mr. Young stated developers like it because the requirements are obvious and easy for them to make decisions, move forward quickly with development.

Mr. Young said having a Form Based Code may help the City conserve administrative costs.

He said he likes to work with a Steering Committee to get input. The Steering Committee would be comprised of approximately ten people. Design and developing a draft would be followed by the review of the drafts, development of a final draft and finally adopting the draft as a City ordinance.

Mr. Young finished his presentation by explaining why CSG would be a good choice for Millville City, its abilities and professionalism. He also gave some optional services his company offers such as a Town Center Master Plan. He did include two reference letters as well.

Resolution to Cancel the 2015 Municipal Election and Consider Candidates to be Elected to Office

Recorder Jones reviewed with the Council the resolution which had been prepared to cancel the 2015 Municipal Election and consider the candidates to be elected to office. **Councilmember Duffin moved to adopt the resolution to cancel the 2015 Municipal Election and consider candidates to be elected to office.** Councilmember Williams seconded. Councilmembers Callahan, Cummings, Duffin, and Williams voted yes with Councilmember Zollinger absent. (Information presented was included with the minutes as Attachment "E".)

Bills to be paid

The bills were presented. They are as follows:

Mike Johnson	173.50	General
Julianne Duffin	92.00	General
Cindy Cummings	128.50	General
Mark Williams	128.50	General
Rose Mary Jones	128.50	General
Shari Eager	25.00	Water
Shane and Ashley Jessop	2,000.00	Construction Deposit
Mike and Heidi Johnson	2,000.00	Construction Deposit
Bear River Health Department	40.00	Water
Glenn's Electric	428.00	Water
Peterson Plumbing	545.75	Water
Providence Blacksmith Fork Irrigation Company	141.00	Water
Questar	16.90	NorthPark/Building
Maverik	482.90	Road
Ecosystems	46.00	Water
CenturyLink	175.99	General
Turf-It Landscaping	300.00	North Park
Watkins Printing	532.21	P&Z/General/Safety
Rocky Mountain Power	1,158.03	Street lights
Olson & Hoggan	210.00	Legal
Lewis Young Robertson & Burningham	2,320.00	General Plan
Utah Local Governments Trust	248.55	General
Utah Geological Survey	5,439.81	Water
J-U-B	9,513.38	General
ACN Communications	15.19	Building
Maceys	152.24	General/ComFairBooth
Comcast	73.75	Building
Cache County Recorder	82.00	Zoning
South Fork Hardware	4.92	Park
Salary Register	9,378.85	

Councilmember Williams moved to pay the bills. Councilmember Duffin seconded. Councilmembers Callahan, Cummings, Duffin, and Williams voted yes with Councilmember Zollinger absent.

City Reports

Roads/Sidewalks:

Superintendent Gary Larsen said a bid for the power for street lights on 300 West 550 North is still in the process of being obtained.

City Parks:

Superintendent Larsen had nothing to present on the City Parks.

Culinary Water System:

Superintendent Larsen said the City has received a bid to extend the water line on 550 north to the east and has a contract but hasn't signed it yet.

The wells will be turned off on October 1, 2015 and Superintendent Larsen reported we will be back on the Garr Springs winter water.

Recommendations have been received on the needed improvements to utilize the irrigation water from Garr Springs for municipal use. This will be an on-going project.

The storm water pipe project at 100 North 100 West is continuing. The pipe is installed in the ground. We are waiting for the irrigation season to end to connect it to the box.

Mayor Johnson said the CCCOG application went well and was approved. Millville City ranked number one on the list. This will go before the County Council for their final approval.

Communication with Residents in case of an Emergency

Councilmember Cummings said she didn't see anything on this topic at the ULC&T Conference. There was some discussion about mass telecommunication with residents through Facebook, email, or telephone communication. Mayor Johnson would like to add this as an action item for the next meeting.

Councilmember Reports

(A copy of the Councilmember Reports was included with the minutes as Attachment "F".)

Councilmember Cummings talked about the email she sent to everyone about Form Based Code. This provided a link for a template which had been created through a State Grant.

Councilmember Duffin reported the Sidewalk Safety Grant was complete and ready to be submitted.

Councilmember Duffin talked about the Impact Fee Analysis (IFA). The impact fee draft update should be ready for review at the next meeting. A public hearing may be scheduled for November 12, 2015 on the ordinance.

Other items for Future Agendas

Martha Balph would like to talk to the Council about the new zoning map at the meeting on October 8, 2015. The zoning map needs to be redrawn, approval obtained from the Council, then a public hearing. Mayor Johnson approved having this included on the next agenda.

Harry Meadows received a letter from BRAG regarding a Disaster Mitigation Plan. Adoption of the plan is not mandatory, but if not adopted, this may affect money distributed to the City. The plan must be adopted by November 30, 2015.

Councilmember Cummings said the State of Utah is proposing a fee for Fire Risk Assessment. Millville City's fee was minimal, at approximately \$1,200 per year. She will bring the paperwork to the next meeting. It is only a proposal at this point.

Mayor Johnson requested the Comcast Franchise Agreement be included on the next agenda for October 8, 2015 as an action item.

Adjournment

Councilmember Cummings moved to adjourn the meeting. Councilmember Duffin seconded. Councilmembers Callahan, Cummings, Duffin, and Williams voted yes with Councilmember Zollinger absent. The meeting adjourned at 9:20 p.m.

ATTACHMENT "C"

MILLVILLE PLANNING COMMISSION MEETING

City Hall - 510 East 300 South - Millville, Utah

Oct 1, 2015

1. Roll Call:

Chairman Jim Hart, Commissioners Bonnie Farmer, Lynette Dickey, Natalie Smith (Alt.) and Larry Lewis (Alt.).

Others Present:

Development Coordinator Harry Meadows, Councilman Michael Callahan, Daniel Grange, Danielle Grange, Bob Bates, and Leanna Ballard. Secretary Adria Davis recorded the minutes.

2. Opening Remarks/Pledge of Allegiance

Chairman Hart opened the meeting at 8:01 p.m.
He led those present in the Pledge of Allegiance.

3. Review and Approval of agenda

The agenda for the Planning Commission meeting of Oct 1, 2015 was reviewed. A motion was made by Commissioner Farmer to approve the agenda as presented. Commissioner Dickey seconded. Commissioners Hart, Farmer, Dickey, Lewis (Alt.) and Smith (Alt.) voted yes, with Commissioner Thompson absent and Commissioner Greenhalgh excused.

4. Review and Approval of the Minutes of the Planning Commission Meeting

The minutes for the meeting of Sept 3, 2015 were reviewed. A motion was made by Commissioner Hart recommending approving the minutes as outlined. Commissioner Dickey seconded. Commissioners Hart, Farmer, Dickey, Lewis (Alt.) and Smith (Alt.) voted yes, with Commissioner Thompson absent and Commissioner Greenhalgh excused.

5.A Consideration of zoning clearance for a building permit by Daniel Grange, for residence to be located at 51 East 450 North in Millville.

Commissioner Dickey made a motion to approve the zoning clearance. Commissioner Farmer seconded. Commissioners Hart, Farmer, Dickey, Lewis (Alt.) and Smith (Alt.) voted yes, with Commissioner Thompson absent and Commissioner Greenhalgh excused.

5.B. Set a public hearing regarding the 2 requests to rezone parcel 03-037-0054 for Neal Artz, and parcel 03-037-0015 for Leanna Ballard, from Open Space (OS) to Residential (R-1).

Commissioner Hart made a motion to set a Public Hearing for Thursday October 29, 2015 at 8:05 pm. Commissioner Dickey seconded. Commissioners Hart, Farmer, Dickey, Lewis (Alt.) and Smith (Alt.) voted yes, with Commissioner Thompson absent and Commissioner Greenhalgh excused.

6.A. City council reports

The commissioners received copies of the minutes from the Sept 10 and Sept 24, 2015 City Council meetings. There were no comments.

6.B. Agenda Items for Next Meeting

Public Hearing

6.C. Other

The City Council has asked the Planning Commission to come up with a legal description to be written into the subdivision ordinance that would allow for pieces of land to be broken off without all the hassle of subdividing (i.e. the parcel housing the well on Grange's property). Chairman Hart asked the commission to take some time to research other cities' wording on the matter. A new ordinance draft will be composed in future meetings.

Harry Meadows discussed the notification of Millville citizens in an emergency and what options were available – Social Media (Facebook, Twitter), reverse 911, and push notifications (landline phone, text, and cell). He is gathering information and options.

7. Calendaring of future Planning and Zoning Meeting

The Planning Commission meeting regularly scheduled for Thursday, Oct 15, 2015 has been postponed due to the UEA weekend. The next meeting will be held Thursday, Oct 29, 2015.

8. Assignment of Representative for City Council Meeting

There were no commissioners assigned to the meeting.

9. Adjournment

Chairman Hart moved to adjourn the meeting at 8:38 p.m. Commissioner Dickey seconded.

ATTACHMENT "D"

RESOLUTION 2015-13

A RESOLUTION APPROVING AND EXTENDING THE FRANCHISE AGREEMENT BETWEEN MILLVILLE CITY, UTAH AND COMCAST OF INDIANA/KENTUCKY/UTAH INC.

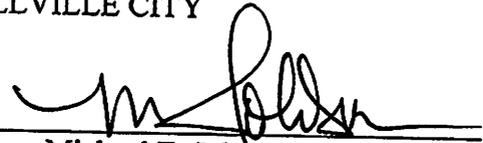
WHEREAS, Millville City has previously had an agreement with Comcast for services to the residents of Millville City; and

WHEREAS, Millville City desires to continue with services offered by Comcast;

NOW THEREFORE, the attached Franchise Agreement between Millville City, Utah and Comcast of Indiana/Kentucky/Utah Inc. is hereby entered into, approved, ratified, accepted, and made effective this 8 day of October, 2015.

MILLVILLE CITY

By



Michael E. Johnson, Mayor

ATTEST


Rose Mary A. Jones, City Recorder

10-9-15
Date

**FRANCHISE AGREEMENT BETWEEN MILLVILLE CITY, UTAH AND COMCAST
OF INDIANA/KENTUCKY/UTAH INC.**

2015

This Franchise Agreement (“Franchise”) is between Millville City, hereinafter referred to as the “Franchising Authority” and Comcast of Indiana/Kentucky/Utah 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 Millville City, within the State of Utah, or the lawful successor, transferee, or assignee thereof.

I. “Grantee” means Comcast of Indiana/Kentucky/Utah, 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, according to generally accepted accounting principles consistently applied, 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 (i) revenue from sources excluded by law; (ii) revenue derived by Grantee from services provided to its Affiliates; (iii) late payment fees; (iv) charges other than those described above that are aggregated or bundled with amounts billed to Cable Service Subscribers such as charges for Broadband or Telephone services; (v) fees or taxes which are imposed directly 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; (vi) 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 then at time of collection be included in Gross Revenues for the collection period; (vii) refundable deposits, investment income, programming launch support payments, or advertising sales commissions; and (viii) Internet services to the extent that such service is not considered to be a Cable Service as defined by law.

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 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 Franchising Authority may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

2.3 Competitive Equity.

(A) Overview.

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. Furthermore, if the Franchising Authority authorizes or permits a competitor to Grantee to operate within the Franchise Area, it shall do so on condition that such competitor or entity indemnify and hold harmless the Grantee for and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, conducting inspections and generally in creating infrastructure improvements for the other entity.

(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.

2.4 Term. The Franchise granted hereunder shall be for an initial term of Fifteen (15) 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. Grantee shall not be required to pay

for the relocation of Cable System facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, in cases where the original location of the facilities was approved by Franchising Authority through the permitting process.

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 at the expense of Grantee, if such action by the Franchising Authority would otherwise have been at Grantee's expense.

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 and shall reasonably replace all trees and shrubs damaged as a result of any construction and/or maintenance of its system undertaken by Grantee.

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, aurally 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. Nothing in this Agreement requires Grantee to build to all areas of the Franchise Authority. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

3.10 Subscriber Charges for Extensions of the Cable System. The Grantee may, at Grantee's discretion, extend the Cable System to Subscriber(s) in the Service Area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, in the event Grantee decides to extend the Cable System, the Grantee will contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of unserved 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.

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 and which arise out of the Grantee's acts or omissions pursuant to or related to this Franchise Agreement and to pay all reasonable costs incurred by the Franchising Authority in defense of such claims, 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:

Millville City
Attn: Mayor
510 E. 300 S.
P.O. Box 308
Millville, Utah 84326

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 8 day of October, 2015 pursuant to the provisions of applicable law. This Franchise shall expire on the 30 day of June of 2030 unless extended by the mutual agreement of the parties.

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

Millville City

Signature:


Michael Johnson, Mayor

ATTEST:


Rose Mary A. Jones
City Recorder

Accepted this ____ day of September, 2015, subject to applicable federal, state and local law

Comcast of Indiana/Kentucky/Utah, Inc.

Signature: _____

By: _____

Title: _____