

DATE WEDNESDAY AUGUST 21, 2019

Economic Development/Events

Council Member Pazell reported that Steve Nosack of Magna was expected to report. Mr. Nosack is happy with the way Copperton does its event permits and business licensing. He wants to move some Magna events to Copperton.

Planning Commission Changes

Mayor Clayton stated he has been speaking over the past few meetings about changing the compensation and term limits. Now there has been a resignation from the Planning Commission.

Nathan Bracken stated the Commission has a standard ordinance and needs to add a rules of order procedure. He will draft a revised ordinance stating that Robert's Rules will apply to Commission meetings and that a \$50 per meeting stipend will be included. Term limits will be discussed at a later date.

Council Member Pazell, seconded by Mayor Clayton, moved to table this item until next month. The motion passed unanimously.

Cemetery Board Changes

Council Member Pazell stated he wants to treat the Cemetery Board and the Planning Commission the same.

Nathan Bracken stated he will draft a revised ordinance stating that Robert's Rules will apply to Cemetery Board meetings and that a \$50 per meeting stipend will be included. Term limits will be discussed at a later date.

The matter was tabled until next month when a revised ordinance is available for review.

General Plan Steering Committee Appointment

Nathan Bracken stated they are still working on getting people to join the General Plan Steering Committee.

Mayor Clayton stated a larger group would be more representative of the community.

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Council Member Pazell moved to create an ordinance review committee to review the code and make updates.

Nathan Bracken will put together revisions to Title 2.

Council Member Bailey, seconded by Council Member Clayton, moved to incorporate Rules of Order into Title 2. The motion passed unanimously.

Park Update and RFP for Arborist Plan

Council Member Bailey stated the County arborist is willing to do an arbor plan to get 20 trees into park. It would be quick and easy but not necessarily what the Council wants. This would allow them to get the trees in this year but it will not fit within a 5-10 year plan.

Council Member Pazell stated he would like to send this to bid.

Council Member Bailey will send an RFP to Nathan Bracken.

Bruce Monson, Salt Lake County Parks & Recreation, Copperton Park Caretaker, stated he spoke with the County arborist, who is one of four or five people who can do a good plan. In addition, Copperton is already paying for him. He has a computer program and can map out every tree.

Council Member Bailey stated if Parks & Recreation is ready to give him the latitude and time to do it, then he should be allowed to do it.

Council Member Pazell stated doing an RFP will send a message that Copperton is paying attention.

Mr. Monson stated some of the trees were not planted correctly. He has confidence in the County arborist. It will take approximately three years to make the park look perfect. The money will be there every year. The plan should be formulated and then Copperton should use the money wisely in accordance with the plan.

Council Member Bailey stated he is the only arborist for a million acres.

Mayor Clayton stated an RFP should be created and presented to the County arborist. It should be determined if he could do this and if Parks & Recreation could agree to the deadline. If so, they should use this arborist. If money is not spent this year, it can be spent next year. The total annual budget is \$20,000.

Committee/Board Updates

DATE W E D N E S D A Y A U G U S T 21, 2019

➤ Legislative Research Committee

Mayor Clayton and Council Member Pazell will be focusing on tax reform that could significantly impact Copperton.

➤ Bingham Cemetery Board

Council Member Severson stated the flagpole is tipping over from the wind blowing and the fence needs to be re-aligned. There will be some expenditures coming through.

➤ Copperton Community Council

Council Member Bailey stated Town Days is this Saturday. Rio Tinto is donating \$6,000. The community council did not meet tonight due to lack of a quorum. The cemetery near the church needs to be mowed by Rio Tinto.

➤ Planning Commission

Vern Winkler reminded the Council that Council Members needs to attend public meeting training. Mikala Jordan is putting the general plan together. We have completed what they need to do at this point. They have made recommendations, including proposed changes. They will be focused on the general plan until they get feedback on the proposed changes.

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Copperton Metro Township Council Member Reports

➤ Council Member Clayton

Greater Salt Lake Municipal Services District (GSLMSD)

Mayor Clayton stated tax issues were discussed at the last GSL/MSD meeting. Copperton will see a \$3,000 increase. The Lion's Club is still getting business license fee requests from Salt Lake County. He does not want Copperton citizens paying a fee that they eliminated.

Council Member Bailey stated she will put the business license information in the newsletter.

Southwest Visioning Study

Mayor Clayton stated he would like more involvement for Copperton to make sure their voice is heard.

➤ Council Member Pazell

Unified Police Department (UPD)

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Salt Lake Valley Law Enforcement Service Area (SLVLESA)

Council Member Pazell thanked UPD for the additional patrols.

➤ Council Member Bailey

Unified Fire Authority (UFA)
Unified Fire Service Area (UFSA)

Council Member Bailey stated not much is going on with UFA or UFSA and that UFA is helping with Copperton Town Days.

➤ Council Member Patrick

Wasatch Front Waste & Recycling District (WFWRD)

Nothing to report.

➤ Council Member Severson

Salt Lake County Animal Services Advisory Council

Nothing to report.



Citizen Comments and Other Announcements

Public Comments

Vern Winkler asked about status of request to UDOT to reduce speed limit to 25.

Mayor Clayton stated he has made the request and UDOT said that current speed limit is appropriate. He will call and ask if they can put a car counter on the street. When they have data, they can go back and show that there is a risk.

Mr. Winkler asked if Kennecott was changing its operation.

Council Member Pazell stated the conveyor belt will be de-commissioned and will not be operating through town. They will stop the tunnel operations as well.

Bruce Monson, Salt Lake County Parks & Recreation, asked about the grant for the park and equipment.

Council Member Pazell stated he has not heard anything further but will send information to Mayor Clayton.

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Title 1 GENERAL PROVISIONS**Chapter 1.01 CODE ADOPTION****Chapter 1.04 GENERAL PROVISIONS****Chapter 1.06 COUNTY HOLIDAYS AND OFFICE HOURS****Chapter 1.08 PRISONERS****Chapter 1.12 GENERAL PENALTY****Chapter 1.16 ADMINISTRATIVE HEARING****Chapter 1.01 CODE ADOPTION****1.01.010 Adoption****1.01.020 Title--Citation--Reference****1.01.030 Ordinance Amendments--Change In Form Of County Government****1.01.040 Reference To Specific Ordinances****1.01.050 Effective Date Of This Code****1.01.010 Adoption**

Pursuant to the provisions of Utah Code § 17-53-208, the county legislative body of Salt Lake County ordains as follows and has adopted the "Salt Lake County Code of Ordinances, 1986," as compiled, edited and published by Book Publishing Company, Seattle, Washington.

(Ord. 992 § 1 (part), 1987)

1.01.020 Title--Citation--Reference

This code shall be known as the "Salt Lake County Code of Ordinances, 2001" and it shall be sufficient to refer to the code as the "Salt Lake County Code of Ordinances, 2001" in any prosecution for the violation of any provision therein or in any proceeding at law or equity. It shall be sufficient to designate any ordinance adding to, amending, correcting or repealing all or any portion thereof as an addition to, amendment to, correction or repeal of the "Salt Lake County Code of Ordinances, 2001." Whenever a reference is made to this code as the "Salt Lake County Code of Ordinances, 2000" or to any portion thereof, or to any ordinance of Salt Lake County, the reference shall apply to all amendments, corrections and additions made before, as of or after the effective date of the ordinance codified in this chapter.

(Ord. 992 § 1 (part), 1987)

1.01.030 Ordinance Amendments--Change In Form Of County Government

- A. The amendments to these ordinances regarding the change in form of Salt Lake County government from a county commission form to a mayor-council form shall be effective at noon, January 1, 2001.
- B. The adoption of these amendments and the change in form of county government plan shall not affect any right, duty, penalty, action, or proceeding commenced under or by virtue of the ordinances repealed or amended.

(Ord. 1473 (part), 2001; Ord. 992 § 1 (part), 1987)

1.01.040 Reference To Specific Ordinances

The provisions of this code shall not in any manner affect matters of record which refer to, or are otherwise connected with the ordinances which are therein specifically designated by number or otherwise and which are included within this code but such references shall be construed to apply to the corresponding provisions contained in this code.

(Ord. 1473 (part), 2001: Ord. 992 § 1 (part), 1987)

1.01.050 Effective Date Of This Code

This code shall be effective on April 1, 1987.

(Ord. 1473 (part), 2001: Ord. 992 § 1 (part), 1987)

Chapter 1.04 GENERAL PROVISIONS

1.04.010 Definitions And Rules Of Construction

1.04.020 Interpretation Of Language

1.04.030 Computation Of Time

1.04.040 Liability Of Employers And Agents To Penalty For Violation Of Ordinances

1.04.050 Severability

1.04.060 Separation Of Powers

1.04.010 Definitions And Rules Of Construction

A. In the construction of the revised ordinances set out in this code, and all ordinances amendatory thereof, the following definitions shall be observed, unless such construction would be inconsistent with the manifest intent of the county council, or repugnant to the context of the ordinance.

1. "Absent" means for the purposes of the county emergency plan, not physically present and not able to be communicated with via any means for twelve hours.
2. "At-large" means and refers to those three members of the Salt Lake County council who are elected to the council in a county-wide election.
3. "Board of health" means the Salt Lake County board of health.
4. "Business" means any activity, operation, enterprise or calling referred to in this code for which a license is required.
5. "Central services" include those services and activities provided within the office of the mayor or other offices to support all county government activity including activities related to purchasing, contracting, real estate, claims, management information and data processing, facility management, fleet, accounting, auditing, legal, and general countywide administration.
6. "City" or "town" means an incorporated municipality.
7. "County council" or "council" means the County Council of Salt Lake County, Utah.
8. "Council chair" or "chair" means that member of the Salt Lake County council who has been elected and is serving as the chairperson of the council.
9. "Council district" or "district" means one or more of the six Salt Lake County council districts.
10. "Council vice chair" or "vice chair" means that member of the Salt Lake County council districts.
11. "County" means Salt Lake County and may also be construed to mean the portions of Salt Lake County, Utah, outside the limits of the incorporated cities or towns therein.
12. "County assessor" or "assessor" means the elected assessor of Salt Lake County, Utah.
13. "Attorney," "county attorney" or "district attorney" means the elected attorney of Salt Lake

County, Utah.

14. "County auditor" or "auditor" means the elected auditor of Salt Lake County, Utah.
15. "County clerk" or "clerk" means the elected clerk of Salt Lake County, Utah.
16. "County mayor" or "mayor" means the elected executive officer and mayor of Salt Lake County, Utah.
17. "County recorder" or "recorder" means the elected recorder of Salt Lake County, Utah.
18. "County sheriff" or "sheriff" means the elected sheriff of Salt Lake County, Utah.
19. "County surveyor" or "surveyor" means the elected surveyor of Salt Lake County, Utah.
20. "County treasurer" or "treasurer" means the elected treasurer of Salt Lake County, Utah.
21. "Countywide" policy, procedure or regulation means those lawful policies required to be approved by the council and implemented by the mayor or offices of the county that address matters of administration and management that impact all subdivisions of county government including, but not limited to, matters related to contracting, purchasing, personnel administration, central services, budgeting, debt financing, relations between offices, and other matters authorized by law for county legislative bodies.
22. "Disaster" means a situation causing or threatening to cause widespread damage, social disruption, or injury or loss of life or property resulting from attack, internal disturbance, natural phenomenon, or technological hazard and includes earthquakes, storms, tornadoes, flood, landslide, avalanche, fire, drought or epidemic.
23. "Fire department" means the Salt Lake County Fire Department.
24. "Governing body" means the county council for legislative matters and the mayor for executive matters.
25. "Health department" means the Salt Lake County health department.
26. "Highway" or "public highway" means any road, street, lane, court, place, viaduct, tunnel, culvert, bridge, alley or other public way situated within this county, laid out or erected as such by the public, or dedicated, abandoned or open to the public, or made such in any action for the partition of real property, or such other public property so designated by any ordinance or statute, and includes the entire area within the right-of-way.
27. "Interim successors" means the replacement for an unavailable or absent elected official as a result of a disaster.
28. "Knowingly" imports only a knowledge that facts exist that bring the act or omission within the provisions of this code. It does not require any knowledge of the unlawfulness of such act or omission.
29. "Law" means and denotes applicable federal law, the Constitution and statutes of the state of Utah, the ordinances of Salt Lake County and, when appropriate, any and all rules and regulations which may be promulgated thereunder.
30. "License official" means the director of the Salt Lake County planning and development services division or his designee.
31. "Local emergency" means the proclamation invoking special powers and the emergency operation plan as a result of a disaster.
32. "Maliciously" or "malice" means a wish to vex, annoy or injure another person, or an intent to do a wrongful act, established either by proof or by presumption of law.
33. "Owner," applied to a building or land, means and includes any part owner, joint owner,

tenant in common, joint tenant or less of the whole or of any part of the building or land.

34. "Person" includes bodies politic and any individual, partnership, association, corporation or group of individuals, however styled or designated.
35. "Personal property" means and includes money, goods, chattels, things in action and evidences of debt.
36. "Plan" or "optional plan" means the Salt Lake County optional plan of county government adopted for the county at the election held on November 13, 1998 and taking effect on January 1, 2001.
37. "Property" means and includes real and personal property.
38. "Real property" means and includes lands, tenements and hereditaments.
39. "State" means the state of Utah.
40. "Tenant" or "occupant," applied to a building or land, mean and include any person who occupies the whole or any part of such building, either alone or with others.
41. "Wilfully," when applied to the intent with which an act is done or omitted, means and implies simply a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate law or to injure another or to acquire any advantage.
42. "Written" means and includes printed, typewritten, mimeographed, multigraphed, photocopied, printed or otherwise processed by computer or other electronic means, or otherwise reproduced in permanent visible form.
43. "Year" means a calendar year unless specified otherwise.

B. Rules of Construction.

1. Mere language changes are not intended to reflect changes in the substance or meaning of the ordinances.
2. The singular number includes the plural.
3. Words used in the present tense include the past and future tenses and vice versa, unless manifestly inapplicable.
4. Words used in the masculine gender comprehend the feminine and neuter.
5. The term "may" is permissive; the terms "must" and "shall" are each mandatory.

(Ord. No. 1746, § II, 4-16-2013; Ord. 1473 (part), 2001; 1986 Recodification; prior code § 1-1-4)

1.04.020 Interpretation Of Language

All words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning.

(1986 Recodification: prior code § 1-1-5)

1.04.030 Computation Of Time

Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, if Saturday, Sunday or a holiday, in which case the last day shall be the next following business day. When the period of time is less than seven days,

intermediate Saturdays, Sundays and legal holidays shall be excluded.

(Ord. 1473 (part), 2001: 1986 Recodification: prior code § 1-1-6)

1.04.040 Liability Of Employers And Agents To Penalty For Violation Of Ordinances

When the provisions of an ordinance prohibit the commission or omission of any act, the person doing the prohibited act or omitting the directed act and the employer, if the act or omission is done within the course and scope of employment, and all other persons aiding or abetting therein, shall be guilty of the offense described and subject to the penalty prescribed for the offense.

(1986 Recodification: prior code § 1-1-7)

1.04.050 Severability

The county council of Salt Lake County, Utah, hereby declares that the council would have passed these revised ordinances and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, void, or unlawful.

(Ord. 1473 (part), 2001: 1986 Recodification: prior code § 1-1-9)

1.04.060 Separation Of Powers

The optional plan of Salt Lake County government, approved by county voters in 1998 and effective in 2001, contemplates a separation of all powers granted by law to a county commission between the county legislative body (the county council) and the county executive (the county mayor), following the model or design contemplated in the governments of the United States and the State of Utah.

- A. The county council shall exercise all legislative powers, have all legislative duties, and perform all legislative functions, as may be set out in state statute, the county plan, county ordinance, or in other sources of the law.
- B. Except as expressly provided otherwise in statute and except as contrary to the powers, duties, and functions of other county officers, the county mayor shall exercise all executive powers, have all executive duties, and perform all executive functions, as may be set out in state statute, the county plan, county ordinances, or in other sources of the law.
- C. Where the law is silent on the distribution or locus of a particular power, the allocation of powers shall be determined by function, according to an executive-legislative distinction. Where helpful, state and federal separation-of-power models shall be used to determine whether a particular power is executive or legislative.

(Ord. 1473 (part), 2001)

Chapter 1.06 COUNTY HOLIDAYS AND OFFICE HOURS

1.06.010 Office Hours

1.06.020 Holidays

1.06.030 Legal Delays

1.06.010 Office Hours

- A. All offices, departments, and agencies of the county shall keep their offices open for the transaction of public business between the hours of eight a.m. to five p.m., Monday through Friday. In addition to regular office hours, for those offices and agencies in which the normal transaction of public business requires other hours of operation, services shall be provided on such days and such hours as the public business necessitates.

- B. All full-time county employees shall work forty hours per week. Work schedules in offices, departments, and agencies shall be established pursuant to county personnel policies.

(Ord. 1544 § 1 (part), 2005)

1.06.020 Holidays

- A. The following days are legal holidays during which County offices are closed:

The First day of January	New Year's Day
The Third Monday of January	Martin Luther King Day
The Third Monday and February	Presidents' Day
The Last Monday in May	Memorial Day
The Fourth Day of July	Independence Day
The Twenty-fourth Day of July	Pioneer Day
The First Monday of September	Labor Day
The Eleventh Day of November	Veterans Day
The Fourth Thursday of November	Thanksgiving Day
The Fourth Friday of November	Day After Thanksgiving
The Twenty Fifth Day of December	Christmas Day

- B. In the event that a holiday falls on a Saturday, it shall be observed on the preceding Friday. In the event that the holiday falls on a Sunday, it shall be observed on the following Monday.

- C. Where the public business requires, some county offices may be required to remain open for business on legal holidays.

(Ord. 1544 § 1 (part), 2005)

1.06.030 Legal Delays

Any act which is authorized or required to be performed on a Saturday, Sunday, or holiday, when the county offices are closed, may be performed on the next business day. No liability or loss of rights of any kind may result from that delay.

(Ord. 1544 § 1 (part), 2005)

Chapter 1.08 PRISONERS

[1.08.010 Prisoner Fees](#)

[1.08.020 Work By County Prisoners](#)

[1.08.030 Jail Maximum Operating Capacity](#)

1.08.010 Prisoner Fees

The sheriff may charge such prisoner fees as are authorized by law and approved by the council.

(Ord. 1473 (part), 2001)

1.08.020 Work By County Prisoners

- A. Any prisoner confined in the Salt Lake County Jail under conviction of a misdemeanor, under which conviction or existing law the prisoner is liable to labor, may be put to labor for the county's benefit on public projects.
- B. The sheriff shall direct the working of inmates under subsection A of this section and shall ensure that some responsible person will supervise inmate labor.
- C. Inmates of the jail who are not under conviction of a misdemeanor may volunteer for labor under the same conditions as convicted misdemeanants.

(Ord. 1473 (part), 2001: Ord. 845, 1983: prior code § 16-15B-6)

1.08.030 Jail Maximum Operating Capacity

The sheriff is authorized by law to establish a maximum operating capacity of each jail facility in the county upon approval by the council. Capacities shall be based upon available staffing and jail facility design. Capacity decisions shall be set at least annually as part of the county budget process. Once established the sheriff is authorized to deny incarceration of inmates on misdemeanor charges and establish release policies for inmates consistent with state statute, court order or law.

(Ord. 1473 (part), 2001)

Chapter 1.12 GENERAL PENALTY

1.12.010 Penalty For Violation Of Code Provisions

1.12.010 Penalty For Violation Of Code Provisions

When no other penalty is prescribed, any person convicted of violating any provision or provisions of an ordinance included in these revised ordinances, or in ordinances hereafter enacted, shall be deemed guilty of a misdemeanor, and punished as provided by state criminal code for Class B misdemeanors.

(Ord. 1473 (part), 2001: 1986 Recodification: prior code § 1-1-8)

Chapter 1.16 ADMINISTRATIVE HEARING

1.16.010 Short Title

1.16.020 Purpose

1.16.030 Scope

1.16.040 Other Remedies And Criminal Prosecution

1.16.050 Definitions Applicable To Title Generally

1.16.060 Service Of Notice Requirements

1.16.070 Direction To Adopt Rules

1.16.080 Subpoenas

1.16.090 Request For Administrative Hearing

1.16.100 Notification Of Administrative Hearing

1.16.110 Powers Of Administrative Law Judge

1.16.120 Rules Of Discovery And Evidence For Administrative Hearings

1.16.130 Appeal

1.16.010 Short Title

This chapter shall be known as the "Salt Lake County Administrative Procedures Ordinance."

(Ord. No. 1765, § I, 3-25-2014)

1.16.020 Purpose

The county council finds that the enforcement of the Salt Lake County ordinances, policies, regulations, and applicable state statutes is an important public function vital to the protection of the public's health, safety, welfare, and quality of life. The county council further finds that providing a hearing to county employees, citizens, and county agencies relating to the enforcement of ordinances, policies, regulations, and applicable state statutes through an administrative procedures process conducted by independent, law-trained administrative judges comports with basic due process, simplifies and expedites hearings benefitting the county and citizens, minimizes the impact on the judicial system, and provides flexibility in both the hearing process and in determining remedies and responsibilities.

(Ord. No. 1765, § I, 3-25-2014)

1.16.030 Scope

The provisions of this chapter may be applied to any violations of the Salt Lake County ordinances, policies, regulations, and applicable state statutes which occur within unincorporated Salt Lake County or relate to such activities subject to Salt Lake County operations and jurisdiction. No judicial review shall be available to any citizen or county agency if the provisions of this chapter are not followed. Failure to timely request and participate in an administrative review under this chapter shall bar any action in the state or federal courts by an aggrieved citizen, county employee, or county agency.

(Ord. No. 1765, § I, 3-25-2014)

1.16.040 Other Remedies And Criminal Prosecution

The county shall have sole discretion in deciding whether to pursue civil remedies or seek administrative enforcement for the violation of any of its ordinances, policies, regulations, and applicable state statutes. This chapter shall not limit the powers of the Salt Lake County district attorney in pursuing criminal charges for the violation of any county ordinances or state statutes, in addition to any civil action the county may take.

(Ord. No. 1765, § I, 3-25-2014)

1.16.050 Definitions Applicable To Title Generally

In this chapter the following words and phrases are defined as follows:

- A. "County Enforcement Action" or "Action" means any action by the county seeking compliance with any ordinance, policy, regulation, applicable state statutes, and includes a notice of violation, administrative citation, departmental determination, board findings/order, stop work order, notice of non-compliance, clean-up order, abatement action, revocation/suspension of a license or permit, assessment of charges or costs, order relating to the occupancy or use of any structure, zoning violation, seizure of any animal or property, and any other action by a county agency seeking the cessation of any business or operation or the assessment of any costs or non-criminal penalty. This term shall not include any criminal prosecution.
- B. "Administrative Law Judge" means a person appointed by the mayor or his designee to preside over administrative hearings. An administrative law judge must be an attorney licensed to practice law in the State of Utah and must not be an employee of the county.
- C. "Administrative Hearing" means a hearing held pursuant to the procedures established by this chapter.
- D. "County" means the County of Salt Lake, Utah.
- E. "County Council" means the County Council of Salt Lake County.
- F. "Director" means the mayor or his designee and includes the division administrator, assistant division administrator, or director of an agency.

- G. "Enforcement Official" means any person authorized by the county to enforce violations of the Salt Lake County Code of Ordinances, policies, regulations, or applicable state codes including, but not limited to, zoning officers, police officers, building inspection officials, animal control officers, and health department officials.
- H. "Mayor" means the Mayor of Salt Lake County or the Mayor's designee.
- I. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, officer, or employee of any of them, or any other entity that is recognized by law as the subject of rights or duties, or who represents or is the agent of such person.
- J. "Property Owner" means the record owner of real property as shown on the records of the Salt Lake County Recorder.
- K. "Responsible Person" or "Responsible Party" means the person(s) determined by the county who is responsible for causing or maintaining a violation of the Salt Lake County Code of Ordinances, policies, regulations, or applicable state codes. The term "responsible person" shall include, but is not limited to, a property owner, agent, tenant, lessee, occupant, business owner, business manager or employee, architect, builder, contractor, or other person who individually or together with another person is responsible for the violation of any provision of the Salt Lake County Code of Ordinances, policies, regulations, or applicable state codes.

(Ord. No. 1765, § I, 3-25-2014)

1.16.060 Service Of Notice Requirements

- A. Whenever a notice is required to be given under this chapter it shall be in the form of a notice approved by the director and the notice shall be served by one of the following methods:
 - 1. Personal service;
 - 2. Regular mail, postage prepaid, to the last known address of a responsible person;
 - 3. Posting the notice conspicuously on or in front of the property that is the subject of the action.
 - 4. Publication in a newspaper of general circulation if service has not been accomplished after reasonable efforts to comply Subsections 1 through 3; or
 - 5. As directed by the administrative judge.
- B. Failure of a responsible person to actually receive notice shall not affect the validity of any action taken hereunder if notice has been served in the manner set forth above.
- C. Service by regular mail in the manner set forth above shall be deemed served on the fourth day after the date of mailing.
- D. The failure of a person, other than a responsible person, to be served notice in accordance with this section shall not affect the validity of any proceeding taken hereunder.

(Ord. No. 1765, § I, 3-25-2014)

1.16.070 Direction To Adopt Rules

The mayor shall establish rules for administrative hearings; appoint the hearing officer from the pool of approved administrative law judges, or, in the case of a conflict, appoint an outside hearing officer; provide for the notification of the involved parties; and establish guidelines and operating procedures for administrative hearings, including the type of pre-hearing discovery that may be allowed.

(Ord. No. 1765, § I, 3-25-2014)

1.16.080 Subpoenas

The administrative law judge is empowered to issue subpoenas for the production of documents and things and to compel the appearance of witnesses in the pending action. It shall be unlawful for any person to willfully refuse or fail to obey a subpoena issued for an administrative hearing. A violation of this section shall be a class B misdemeanor.

(Ord. No. 1765, § I, 3-25-2014)

1.16.090 Request For Administrative Hearing

- A. A responsible person served with a "county enforcement action" and any county agency shall have the right to request an administrative hearing.
- B. A party who has been adversely affected by an action by a county agency may also request an administrative hearing. Adverse effect may arise from:
 - 1. Any decision affecting the employment status, compensation, or treatment of an employee of the county;
 - 2. Denial, revocation, or termination of any license issued by the county;
 - 3. Any decision relating to the zoning or permitted use of real property located within the unincorporated limits of the county;
 - 4. Any decision relating to the award or failure to award a bid or proposal but which action must be brought within the time limitations and grounds set forth in the county ordinances and policies governing procurement;
 - 5. Any notice of violation, animal seizure, assessment of costs, or other action taken by animal services; or
 - 6. Such other violation, assessment, or action as designated by county ordinance, policy, regulation, or state law.
- C. The request for an administrative hearing shall be made in writing and delivered to the Salt Lake County mayor's office.
- D. The written request for hearing must be received by the mayor within fifteen calendar days of the date the "county enforcement action" is served upon the responsible party. Failure to request an administrative hearing within fifteen calendar days from the date of service shall constitute a waiver of the right to an administrative hearing and of the right to an appeal of the "county enforcement action" to any state or federal court or agency.
- E. Within fifteen days of the issuance of a "county enforcement action," the county may request an administrative hearing for the purposed of compelling a responsible person to comply with the action.
- F. If a responsible person fails to request a hearing after being issued a "county enforcement action" the corrective action detailed within the action shall be considered the final administrative order and the person shall be deemed to have waived any appeal of that order.

(Ord. No. 1765, § I, 3-25-2014)

1.16.100 Notification Of Administrative Hearing

- A. As soon as practicable after receiving the written notice of the request for an administrative hearing, the mayor shall appoint an administrative law judge who shall schedule a date, time, and place for the administrative hearing.
- B. Written notice of the date, time, and place of the administrative hearing shall be served on the responsible person as soon as practicable prior to its date.
- C. The notice shall be served by any of the methods of service set forth in Section 1.16.060 of this chapter.

(Ord. No. 1765, § I, 3-25-2014)

1.16.110 Powers Of Administrative Law Judge

- A. An administrative law judge shall have authority to set the date, time, and place for holding an administrative hearing.
- B. An administrative law judge may issue a scheduling order to guide the conduct of the case, to set the limits of any pre-hearing discovery, to provide for the identification of witnesses and their expected testimony, to list and exchange proposed exhibits, to approve stipulations regarding facts, applicable law, foundation to exhibits, and to govern such other matters related to hearing of the matter as deemed appropriate.
- C. The administrative law judge holding a hearing shall arrange for the recording of any hearing.

(Ord. No. 1765, § I, 3-25-2014)

1.16.120 Rules Of Discovery And Evidence For Administrative Hearings

- A. The administrative law judge shall determine the scope of any pre-hearing discovery.
- B. The formal rules of evidence and of civil procedure adopted by the courts shall not be applied in any administrative hearings; however, the administrative law judge shall determine the admissibility and weight to be accorded any evidence.
- C. The administrative law judge shall issue a written ruling within forty-five days after the conclusion of the hearing.

(Ord. No. 1765, § I, 3-25-2014)

1.16.130 Appeal

- A. Any responsible person or county agency adversely affected by a final administrative order issued pursuant to a hearing may file a petition for review in the Third Judicial District Court of the State of Utah in accordance with the Utah Rules of Civil Procedure.
- B. A petition for review shall be barred unless it is filed within thirty days after the administrative order is final, unless a statute provides otherwise.
- C. The record of the administrative hearing including minutes, findings, orders and, if available, a true and correct transcript of the proceeding shall be transmitted to the reviewing court by the party filing the appeal and the costs of producing the record, including any transcripts, shall be borne by the party filing the appeal. If the proceeding was tape recorded, a transcript of such tape recording shall be deemed a true and correct transcript for purposes of this subsection.
- D. The filing of a petition does not stay execution of an administrative order. Before filing a petition, a responsible person may request the administrative law judge to stay an administrative order.

Upon receipt of a request to stay, the administrative law judge may order the administrative order to be stayed pending district court review if the administrative law judge finds such stay to be in the best interest of the county.

(Ord. No. 1765, § I, 3-25-2014)

COPPERTON METRO TOWNSHIP

ORDINANCE NO. _____, 2019

AN ORDINANCE OF THE COPPERTON METRO TOWNSHIP COUNCIL REPEALING AND REPLACING TITLE 2 OF THE COPPERTON METRO TOWNSHIP CODE REGARDING COUNCIL ADMINISTRATION

RECITALS

WHEREAS, Title 2 of the Copperton Metro Township Code (the “**Code**”) addresses the administration of the Copperton Metro Township Council (the “**Council**”) and related matters.

WHEREAS, Salt Lake County (the “**County**”) originally adopted Title 2 prior to Copperton’ incorporation and the title is specific to County Council rather than the Council and does account for the metro township form of municipal governance;

WHEREAS, Title 2, as currently constituted, became part of the Code when Copperton incorporated pursuant to Utah Code Ann. § 10-2a-414(3), which specifies that each County ordinance in effect on the day a metro township incorporates remains in effect as a metro township ordinance until the metro township amends or repeals the ordinance; and

WHEREAS, the Council desires to repeal and replace Title 2 to more specifically address the needs of Copperton, to better reflect the Council’s actual administration, and to comport with the metro township form of municipal government; and

WHEREAS, the Council has determined that the attached, revised version of Title 2 will serve the best interests of the Copperton Metro Township and the general public.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Copperton Metro Township Council that:

1. With the exception of Chapter 2.02, the remaining portions of Title 2 of the Code is repealed and replaced in its entirety with the ordinance attached hereto; and
2. The ordinance will become effective 20 days after publication pursuant to Utah Code Ann. § 10-3-711(1) and Utah Code Ann. § 10-3-712.

[Execution on following page]

APPROVED and ADOPTED this ____ day of _____, 2019.

COPPERTON METRO TOWNSHIP

COUNCIL

By: _____
Sean Clayton, Mayor

ATTEST

APPROVED AS TO FORM:

Sherrie Swensen, Clerk/Recorder

METRO TOWNSHIP ATTORNEY

VOTING

Council Member Bailey voting _____
Council Member Clayton voting _____
Council Member Patrick voting _____
Council Member Pazell voting _____
Council Member Severson voting _____

(Complete as Applicable)

Summary of ordinance published in newspaper: _____

Date of publication: _____

Effective date of ordinance: _____

SUMMARY OF

COPPERTON METRO TOWNSHIP ORDINANCE NO. _____

On the ____th day of _____, 2019, the Copperton Metro Township Council adopted Ordinance No. _____, repealing and replacing Title 2 of the Copperton Metro Township Code regarding the administration of the Metro Township and the duties and responsibilities of the Copperton Metro Township Council.

COPPERTON METRO TOWNSHIP

COUNCIL

By: _____
Sean Clayton, Mayor

ATTEST

APPROVED AS TO FORM:

Sherrie Swensen, Clerk

METRO TOWNSHIP ATTORNEY

VOTING

Council Member Bailey voting	_____
Council Member Clayton voting	_____
Council Member Patrick voting	_____
Council Member Pazell voting	_____
Council Member Severson voting	_____

A complete copy of Ordinance No. _____ is available in the office of the Copperton Metro Township Clerk, 2001 South State Street, N2-700, Salt Lake City, Utah.

Draft

TITLE 2 ADMINISTRATION AND PERSONNEL

CHAPTER 2.04 -- METRO TOWNSHIP COUNCIL

2.04.010 Definitions

For the purposes of this Chapter, the following definitions shall apply:

- A. "Council" shall mean the Copperton Metro Township Council.
- B. "County" shall mean Salt Lake County.
- C. "Mayor" shall mean the Copperton Metro Township Mayor.
- D. "Metro Township" shall mean the Copperton Metro Township.

2.04.020 Powers and Duties

The Council shall be the governing body of Metro Township government, and may exercise those powers and authorities and be bound by those duties and responsibilities set out in state law and in Metro Township ordinances.

2.04.030 Elections to the Council

- A. The Council shall consist of five members elected at-large as provided in state law. Each of the members shall have been a registered voters of the Metro Township for at least one year immediately preceding the general election, and have been an registered voters of the Metro Township for at least one year immediately preceding the general election, and elected by the qualified registered voters of the Metro Township.
- B. All elections to the Council shall be held on a per-seat, single member at-large basis. For the purpose of electing Council members, there shall be individual seats known as Council Seat A, B, C, D, and E.

2.04.040 Term Of Office

Council members shall be elected at the next municipal election preceding the expiration of the term of office of incumbents. Council members shall be elected for four years. Each shall hold office for the term of which elected and until a successor is elected and has qualified.

2.04.050 Vacancies

When a vacancy occurs in the Council, through ineligibility, resignation or death of an incumbent or of an officer-elect before qualifying, or refusal to act, or for any other reason, the vacancy shall be filled as provided in state law.

2.04.060 Election Of Mayor And Deputy Mayor--Appointment Of Staff—Administrative Matters

- A. At its first meeting of each year, the Council shall elect one Council member to serve as Mayor of the Metro Township and to Mayor the Council and another Council member to serve as Deputy Mayor. The terms of the Mayor and Deputy Mayor shall begin on the date of their election and shall continue until: (1) the first Council meeting of each year when the Council elects the Mayor and Deputy Mayor as provided in this Section, or (2) until the Mayor or vice Mayor leaves office, whichever occurs first. If the Mayor or Deputy Mayor is unable to complete their term for any reason, the Council shall elect another Council member to serve out the remainder of the Mayor's or vice Mayor's unexpired term.
- B. At the first meeting of the year, the Council may elect from its members: (1) a Treasurer Pro Tempore to coordinate with and assist the Metro Township Treasurer in fulfilling the Metro Township Treasurer's duties; and (2) a secretary to coordinate with and assist the Metro Township Clerk in fulfilling the Metro Township Clerk's duties.
- C. The Council may, from time to time, adopt policies by resolution to further define the roles and responsibilities of the Mayor, the Deputy Mayor, the Treasurer Pro Tempore, and the Secretary in accordance with applicable law.
- D. The Council may, from time to time, determine a method or order for the selection of a Council member to act as a temporary Mayor in the absence of the Mayor and Deputy Mayor; and take such action as may be reasonable and necessary for the conduct of Council activities and the fulfilling of Council functions and responsibilities.
- E. The Mayor, Deputy Mayor or temporary Mayor, as the case may be, shall be responsible for the conduct of all meetings, preparation of the agenda for all meetings, and meeting the needs of the Council between meetings, including the providing of assistance and the gathering of information for the Council and the performance of duties assigned by the Council or by ordinance, the plan or by law.
- F. In case of the Mayor and Deputy Mayor's absence or inability to act, the members present must, by an order entered in their minutes, select one of the members to act as Mayor temporarily.
- G. Any member of the Council may administer oaths to any person when necessary in the performance of official duties.

2.04.060 Powers And Duties of Mayor

- A. The Mayor shall be the chief executive officer of the Metro Township government and shall have such powers and duties as are prescribed by statute and by these ordinances,

and shall serve as a voting member and Mayor of the Council.

- B. The Mayor shall serve as the Metro Township's representative on the board of directors of the Greater Salt Lake Municipal Services District and, as such, shall exercise those powers and duties relative to the management of the Greater Salt Lake Municipal Services District as are provided by law.
- C. The Mayor shall exercise those executive branch powers and duties set out by state law, which have not been expressly vested, by state law or Metro Township ordinances, in another elected official.

2.04.070 Clerk—Minutes

- A. The County clerk, or designee, shall serve as the Metro Township recorder and clerk to the Council at all meetings, provided that the Council may appoint a person other than the County clerk to serve as the Metro Township clerk or recorder as provided in state law.
- B. The clerk, or designee, shall provide copies of the minutes of all meetings of the Council to Council members in a manner and within the times as established by the Council and agreed upon by the clerk.
- C. In accordance with state law, the books, records and accounts of the Council must be maintained at the office of the clerk and open at all times during usual business hours for public inspection.
- D. The records and minutes of the Council must be signed by the Mayor and the clerk.

2.04.080 Council Meetings

- A. All meetings of the Council must be public except as provided in this chapter and by state law. Official action may be taken by the Council only in open public meetings unless otherwise permitted by state law.
- B. The Council shall conduct its business in accordance with the Utah Open and Public Meetings Act, Chapter 4 of Title 52. Utah Code Annotate, 1953, as amended, as it now exists or as it may hereinafter be amended, with respect to open and public meetings.
- C. The Council conducts the following types of meetings:
 - 1. Regular Meetings;
 - 2. Special Meetings;
 - 3. Closed Meetings;

4. Work and other Meetings; and
 5. Emergency Meetings
- D. The Council shall give public written notice at least once each year of its annual meeting schedule for regular meetings. The public notice shall specify the date, time and place of such meetings.
 - E. The Council, by majority vote of the members present, may direct the removal of any person who willfully disrupts a Council meeting to the extent that orderly conduct is seriously compromised.
 - F. The attorney and auditor or their designees may attend and assist the Council at all meetings, but shall attend and assist the Council at all meetings when requested.
 - G. The Council may by resolution adopt rules of order and procedure to govern the conduct of its meetings in accordance with applicable law.

2.04.090 Work Meetings

- A. The Council shall conduct its regular work sessions at the hour and place designated by the Mayor.
- B. Work meetings shall be scheduled or cancelled as the public business requires and shall consist of discussion, review, testimony, requests and information from the Metro Township and officers and staff, presentations by the public, review of regular meeting agendas, preparation for regular meetings, and such other matters and activities as may be necessary or scheduled by the Mayor in consultation with the Council.
- C. Work meetings shall be open to the public in accordance with state law and public notice shall be given of all meetings in the same manner as required for regular meetings.
- D. A quorum of Council members is necessary to conduct work meetings.

2.04.100 Regular/Special Meetings

1. The Council shall:
 - a. by ordinance prescribe the time and place for holding its regular meeting, subject to Subsection (1)(b); and
 - b. hold a regular meeting at least once each month.
2. The Mayor or a majority of the Council may order the convening of a special meeting of the Council.
 - a. Each order convening a special meeting of the Council shall:

- i. be entered in the minutes of the Council; and
 - ii. provide at least three hours' notice of the special meeting.
- b. The recorder or clerk shall serve notice of the special meeting on each Council member who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode.
- c. The personal appearance by the Council member at a special meeting of the Council constitutes a waiver of the notice required under Subsection (2)(b).

2.04.110 Closed Meetings

- A. A closed meeting of the Council may be held upon the affirmative vote of two-thirds of the members present at an open meeting for which notice has been given in accordance with state law; provided, however, that a quorum must be present.
- B. No closed meeting is allowed except as to matters exempted from open meetings under the Utah Open and Public Meetings Act, Section 52-4-204. Utah Code Ann. (1953, as amended), as it now exists or as it may hereinafter be amended.
- C. No official action may be taken at a closed meeting.
- D. The reason or reasons for holding a closed meeting and the vote thereon shall be entered in the minutes of the meeting.

2.04.120 Emergency Meetings

When, because of unforeseen circumstances, it is necessary for the Council to hold an emergency meeting to consider matters of an emergency or urgent nature, the normal notice requirements for a meeting may be disregarded and the best notice practicable given to the Council members and the public. No such emergency meeting of the Council shall be held unless an attempt has been made to notify all Council members and a majority of the Council votes in the affirmative to hold the meeting. Action may not be taken at an emergency meeting unless a quorum is present. A record shall be kept of the means utilized to contact the members and the number voting and names of the members voting to hold the meeting.

2.04.130 Additional Committees

- A. The Council may establish additional committees as it deems appropriate and may convene committee meetings at any time for the purpose of study, discussion, investigation, formal hearings or inquiries, workshops, training, or presentations by or responses from citizens or other interested persons or groups.

- B. No official action may be taken in committee meetings other than the adoption of non-binding recommendations to the Council.
- C. Committee meetings shall be open to the public in accordance with state law and public notice shall be given of all committee meetings in the same manner as required for regular meetings.

2.04.140 Agenda

- A. An agenda shall be prepared by the Mayor or the Deputy Mayor in the Mayor's absence or the temporary Mayor, in the absence of both the Mayor and Deputy Mayor, in advance of each meeting, including emergency meetings to the extent possible. The agenda shall be published as provided by state law at least twenty-four hours in advance of the meeting.
- B. Matters received from any member of the Council or the Mayor shall be placed on the agenda. Requests for matters to be placed upon the agenda by persons other than Council members or Mayor, shall be placed on the agenda at the discretion of the Mayor.
- C. The Council, for its regular, special and committee meetings, shall announce and post its agenda and provide notice of such meetings, in accordance with the provisions of state law, at least twenty-four hours prior to the convening of the Council meeting and posted on the Utah Public Notice Website. Written notice of the agenda and meeting shall be posted at the office of the Council or the meeting location, as the case may be. For an emergency meeting, public notice and notice to the news media shall be given as may be practical under the circumstances.
- D. The agenda may be changed by a majority vote of the Council, but no action may be taken on new matters introduced to the agenda unless twenty-four hours' notice has been duly given to the public or unless the matter is of an emergency nature, as approved by a separate majority vote of Council members present.
- E. All agenda items pertaining to pending or proposed actions shall be considered as proposals for adoption. In the absence of a motion to adopt, postpone, or table pending or proposed actions, the Mayor shall, upon the conclusion of discussion on the matter, declare that the proposal fails adoption or, at the Mayor's discretion, declare the matter to be held over for a subsequent meeting.

2.04.150 Public Hearings

- A. Public hearings shall be deemed to include only those hearings specifically noticed and required to be conducted by the Council by state law or otherwise for the purposes of providing opportunities for the general public to comment upon and make inquiries or presentations with respect to specific proposals or matters under consideration by the Council including, but not limited to, planning and zoning, ordinances, budget hearings, hearings on the proposed issuance of bonds or debt, or other matters of significant public

interest. The Council at its discretion may schedule public hearings for other matters under consideration.

- B. Public hearings may be held as part of a regular special, committee, emergency or other meeting of the Council. The decision to conduct a public hearing shall be made by the Council at a regular, special or emergency meeting.
- C. Schedules for public hearings shall be announced by the Mayor and public notice shall be given in the manner required for any public meeting of the Council as required by law and this chapter. The notice shall include the specific subject matter of the public hearing as well as the time, date and place thereof.
- D. At the beginning of any public hearing, the Mayor may publicly state the rules of conduct for such public meetings including any time limits on speakers' presentations, any requirement of submitting materials in writing with sufficient copies for all Council members and the clerk, and such other rules as may be reasonably necessary for the proper and expeditious conduct of the public hearing.
- E. Public hearings shall be opened upon the declaration of the Mayor that the Council is at that time in a public hearing and the Mayor shall state the specific purpose of that public hearing. Upon the conclusion of the public hearing and a motion duly made, seconded, and carried by a majority of the Council, the Mayor shall declare the public hearing concluded or continued to another date, if permitted by law. The Mayor shall state the conditions of any continuance.
- F. Where permitted by law, the Council may rehear any matter decided after a public hearing where an aggrieved person files a written request for rehearing that includes new evidence which the Council determines to justify reconsideration of its decisions. A request for rehearing shall be filed within ten days from the date of the original decision. If a request for rehearing is granted by the Council, the rehearing shall follow the same procedures as the original hearing. No rehearing shall be allowed on any matter where a rehearing would be contrary to state law.

2.04.160 Form Of Action

The Council may take action in the form of ordinances, policies, resolutions, motions upon requests or memorials.

- A. Ordinances.
 - 1. The Council, except as expressly limited by statute, may adopt any ordinance to regulate, require, prohibit, govern, control or supervise any activities, business, conduct, or condition.
 - 2. All ordinances must be in written form before a vote is taken.

3. Except for ordinances for the codification or general revision of Metro Township ordinances, no ordinance shall be passed containing more than one subject.
4. Any ordinance passed by the Council shall contain and be in substantially the following order and form:
 - a. Ordinance number and date;
 - b. A short title which indicates the nature of the subject matter of the ordinance;
 - c. A long title stating the need or reason for the ordinance and summarizing its contents;
 - d. An ordaining clause which states "The Copperton Metro Township Council ordains as follows:";
 - e. The body or subject of the ordinance;
 - f. When applicable, a statement indicating the penalty for violation of the ordinance;
 - g. A statement indicating the effective date of the ordinance;
 - h. A signature line for the Mayor or acting Mayor and for the clerk;
 - i. An ordinance history indicating the approval or disapproval of the Council members and an ordinance summary if required by statute.
5. Except in exigent circumstances, or when directed by a majority of Council members present, all ordinances, including ordinances relating to planning and zoning matters, shall be introduced in writing and read or described to the Council prior to the Council's consideration for adoption of the ordinance. Copies of the proposed ordinance shall be noticed and posted in accordance with state law, along with the agenda for the meeting at which the ordinance is to be considered.
6. Upon adoption, each ordinance shall be signed as required within five days.

B. Resolutions.

1. Resolutions shall be considered and adopted in those matters required by law or otherwise and may be used for policy declarations and proposals not appropriately addressed by ordinance and may be used to exercise Council authority in matters of statements of policy and communication.
2. Resolutions shall be in a form and contain sections substantially similar to that

prescribed for ordinances.

C. Memorials.

1. Memorials shall be adopted in the form of resolutions or motions, as may be deemed appropriate, and shall be used as a statement of policy to respond to or commend persons or groups for notable activities which have been called to the attention of the Council.
2. Memorials may be considered and adopted at the same meeting in which they have been proposed and in all events shall be recorded in the minutes.

D. Policies, Procedures, Rules and Regulations.

1. Policies, procedures, rules and regulations shall be considered and adopted in those matters determined to be appropriate by the Council and not prohibited by statute.
2. Policies, procedures, rules and regulations shall be presented, considered and given notice in the same manner as prescribed for ordinances and shall be in such form as directed by the Council.

E. All resolutions, policies, procedures, rules, regulations and ordinances shall be numbered, recorded and maintained in accordance with provisions of state law.

2.04.170 Quorum

The number of Council members necessary to constitute a quorum is three.

2.04.180 Rules Of Order and Procedure—General

Procedural rules or order and procedure not specifically provided herein or by state law, or Metro Township ordinance, shall be regulated, interpreted and construed in accordance with the Council's Rules of Order and Procedure as may be adopted by resolution from time to time by the Council.

2.04.190 Board Appointment Duties and Responsibilities

Pursuant to and in accordance with all applicable provisions of these ordinances, of the plan, and of the laws of the state, the appointment and reappointment of members of boards within the jurisdiction and under the appointment or consent power of the Council shall be as herein provided.

- A. All board appointments or reappointments of Council members shall be made annually with the consent of a majority of the Council.

- B. The following shall apply to board appointments involving individuals who are not members of the Council:
1. Boards whose members hold terms of three years or less, board members may be reappointed to a consecutive term on their respective boards with the consent of a majority of the Council; and
 2. For boards whose members hold terms of longer than three years, no board member shall be reappointed to a consecutive term on the same board unless, for good cause shown and to prevent significant disruption of current board activities, the Council approves such reappointment.
- C. The restrictions upon the reappointment of board members, as provided under this section, shall be limited to the extent that this section may be in direct conflict with federal or state law and where the appointment of board members is set out by or limited under the laws of the United States or the state of Utah.
- D. When representing the Metro Township or the Council on any board or similar organization, Council members shall vote according to the will of the Council on those matters for which the Council has taken an official position. In the absence of an official position by the Council, Council members shall exercise their best judgment to determine how best to vote in accordance with the best interests of the Metro Township.

CHAPTER 2.07 –METRO TOWNSHIP ETHICS CODE

2.07.010 Ethics Statement

All persons holding office or in the employment of the Metro Township, before commencing the duties of their respective offices, shall read and review the following ethics statement:

“Employees of the Copperton Metro Township support, obey and defend the Constitution of the United States, The Constitution of the State of Utah, the laws of the State of Utah, and the ordinances of Copperton Metro Township, to the best of their abilities and will always strive to meet the highest ethical standards implicit in their employment and in the furtherance of the best public interest.”

2.07.020 Ethics Training

All Metro Township elected officials and employees shall attend ethics training every two years regarding their ethical duties and responsibilities as established by state law and by the Copperton Metro Township Ethics Code. This training shall be conducted based on a specific curriculum approved by the Council. Attendance at the ethics training is mandatory.

2.07.030 Government In The Sunshine

- A. The Metro Township is considered an open records and open meetings government and

all elected officials, officers and employees are directed to observe, with exactness, all applicable provisions of state statute and Metro Township ordinance regarding open records and open meetings including, but not limited to, the Government Records Access and Management Act (GRAMA), the Open Meetings Act (ACT) and Metro Township ordinances and policies regarding those state laws.

1. In the interests of maintaining openness and transparency in Metro Township records, Metro Township officers and employees are directed to give strong consideration to the application of an impartial balancing test established by GRAMA when determining whether a record should be released. Officers and employees shall seek to achieve GRAMA's express goals of openness while also giving due consideration to individual privacy rights. Where justified, in accordance with GRAMA, and all other considerations being equal, access should be balanced in favor of openness and transparency.
 - a. As technology presents new developments in the means of communication, including electronic messaging and the "social media," employees and officers are directed to apply GRAMA standards of openness or confidentiality based on the content of a record, regardless of the medium used.
 - b. Whereas many modern forums of electronic media, such as the so-called "social media," reduce or eliminate the Metro Township's ability to retain, store, retrieve and copy such communications, officers and employees are encouraged to seek appropriate and cost effective solutions to make government records which are transmitted in electronic media and are classified as public more available for public review and distribution.
- B. All meetings of any deliberative board, committee, or agency covered by the Open Meetings Act, including boards or committees conducting quasi-judicial administrative hearings, are directed to conduct all aspects of their decision making process, including both the gathering of evidence and deliberations regarding a decision, in an open and public meeting, with appropriate notice and minutes, unless the nature of the hearing permits closure to the public under the exceptions provided in the Act.
 1. Under rare circumstances, where a deliberative body has good cause to close only its deliberation sessions, and is within the provisions and intent of Utah law, the body may conduct only its deliberative process in private, in accordance with the standards established by applicable decisions of the Utah Supreme Court.
 2. All other provisions of state law and the Open Meetings Act shall be otherwise applicable to bodies and meetings as defined in the law and to those exceptions in statute which permit closed meetings, under the circumstances and in accordance with the provisions of Section 52-4-205 of the Act.

2.07.040 Conflict Of Interest

A. For the purposes of this section only, the following definitions control:

1. "Compensation" or "compensated" means anything of economic value, however designated, which is paid, loaned, granted, given, donated, or transferred to any person or business entity for or in consideration of personal services, materials, property, or any other thing whatsoever.
2. "Employee" means a person who is employed on a full-time, part-time, or contract basis by the Metro Township. "Employee" shall include elected and appointed officers of the Metro Township.
3. "Financial interest" means, but may not be limited to, any employment by or compensated representation as an agent of any individual, corporation, business entity, organization, or committee. A financial interest also includes any beneficial ownership of one percent or more of a corporation or other business entity.
4. "Governmental action" means any official action on the part of the Metro Township, including, but not limited to:
 - a. Any decision, determination, finding, ruling, or order, or discussions thereof;
 - b. Any grant, payment, award, license, contract, subcontract, transaction, decision, sanction, or approval, or the denial thereof, or the failure to act in respect thereto; or
 - c. Any legislative, administrative, appointive, or discretionary act of any public servant or volunteer public servant.
5. "Representative" means any authorized agent of the Metro Township. Representative shall include any appointed person, other than an employee, serving on a special, regular, or full-time committee, commission, authority, agency, or board of the Metro Township, who is not paid a salary or an hourly wage by the Metro Township for his or her services thereon.
6. "Restricted conflict of interest" means any financial interest held by the employee or representative of the Metro Township, or by members of an employee's or representative's household, or those providing regular financial support to the employee or representative.
7. "Unrestricted conflict" or "unrestricted conflict of interest" means any and all other interests including political, family, fraternal, social, and other interests or associations which may reasonably create the appearance or the actuality of a conflict of interest between an employee's or representative's outside interest and his or her Metro Township responsibilities. "Unrestricted conflict" or "unrestricted conflict of interest" also means other conflicts as defined by state law, and any

campaign contribution made to the officer, employee, or representative, or to any member of his or her household, of more than five hundred dollars during the prior calendar year.

B. General prohibitions.

1. Metro Township employees are governed by the Municipal Officers and Employees Disclosure Act (10-3-1301, et seq.) regarding outside interests and conflicts that are prohibited or that require disclosure.
2. Officers, Employees and representatives are prohibited from using non-public information in a manner that could provide themselves or another a gain or benefit.
3. Officer, Employees and representatives shall not use or attempt to use their position in a manner that could secure special privileges or exemptions for themselves or others.
4. Employees and representatives are prohibited from engaging in any outside activity, or financial investment which constitutes a restricted conflict of interest where such conflict could impair their judgment regarding the faithful performance of Metro Township responsibilities.

C. Restricted conflicts of interest.

1. Employees and representatives are required to fully and publicly disclose any restricted conflict of interest and shall recuse themselves from, and have no involvement in, any governmental action in which they have a restricted conflict of interest.
2. If an employee or representative is not aware of the financial interest, he or she must disclose the financial interest and recuse as soon as he or she learns of the financial interest.
3. Any action, vote, contract, or other governmental action which has been undertaken by an officer, employee, or representative who has a restricted conflict of interest shall be terminable by the body that took the action, or by the Metro Township officer with authority to void or terminate the action. That body or Metro Township officer may also ratify any prior governmental action that was taken in violation of this section.

D. Unrestricted conflicts of interest.

1. Employees and representatives must publicly disclose any and all unrestricted conflicts of interest at any meeting, hearing, or deliberation where the employee or representative is present and the unrestricted conflict of interest could impair the judgment of the employee or representative.

2. Employees or representatives who have unrestricted conflicts are not required to recuse themselves but may do so.

E. Disclosure.

1. Employees and representatives are required to comply with all legal requirements setting a responsibility to disclose restricted and unrestricted conflicts of interests between their public duties and private activities. In particular, officials and employees are bound by the requirements of the Municipal Officer's and Employees Ethics Act (10-3-1301, et seq.).
2. Oral or written disclosures must be made in accordance with state law, other sources of the law, and this section.
3. Officers and Employees are required to file written disclosures in accordance with the provisions of state law and Metro Township ordinance. All written disclosures must be kept current and are filed both with the officer or employee's immediate chain of command and with the Council.

F. Contractual representatives.

1. Individuals and business entities who contract to represent the Metro Township's interests shall disclose to the Metro Township the names of other clients they represent and those clients' respective issues and interests that are relevant to the Metro Township's interests. Unless they receive written permission from the Mayor and Council, such individuals or business entities are prohibited from representing other clients about the same or substantially same issues and interests as covered by the Metro Township representation.
2. Individuals and business entities who are contracted to represent the Metro Township's interests by lobbying the State Legislature or any other municipal, state or federal office or agency are prohibited from engaging in any lobbying of Metro Township officers, employees, agencies or offices, as defined in Section 2.73.010 of this title.

2.07.050 Metro Township Endorsements

Notwithstanding the provisions of this chapter, the Metro Township or a Metro Township official may encourage support from a public or private individual or institution, whether in financial contributions or by other means, on behalf of an organization or activity that benefits the community.

2.07.060 Definitions

The terms defined in this section shall have the following meaning:

"Gifts" means anything of value including a loan at a rate that is substantially less than a prevalent commercial rate, compensation for goods or services exceeding fair market value, goods or services provided for less than fair market value, gratuity, entertainment, hospitality or forbearance, unless consideration of equal or greater value is received.

"Honoraria" means the offering or acceptance of perquisite, gift or anything of value for speaking, writing or participating in a meeting, convention, social event, meal or like gathering.

"Purchasing official" means any officer or employee who recommends for final action, prepares specifications, or approves or rejects any part of a specific procurement or disposal of goods, services, or real property or any specific contract related to a procurement of goods or services or disposal of property.

2.07.070 Gifts

Officers and employees of the Metro Township shall not knowingly accept or solicit any gift for themselves, family members or organizations of the officer or employee or others, except as permitted in Section 2.07.100.

2.07.080 Gifts And The Procurement Process

- A. Without exception, receipt or solicitation of any gift or a request for employment by a purchasing official from any person including a vendor of goods, seller or buyer of real property, or service provider is illegal and punishable as provided by statute.
- B. It is unlawful and punishable as provided by statute for any payment, gift or offer of employment to be offered or made by any person to a public officer or employee or contractor of the Metro Township to obtain a specific procurement, disposal, contract or subcontract.
- C. Contracts entered into resulting from a violation of this section are voidable and any payments made on these contracts shall be recoverable to the Metro Township.

2.07.090 Honoraria

Officers and employees of the Metro Township shall not accept honoraria in regard to activities related to their Metro Township duties or purpose except as provided in Section 2.07.207.

2.07.100 Exceptions

The following are exceptions to the gifts and honoraria requirements of this chapter except as provided in Section 2.07.080:

- A. The gift is a political contribution authorized by law and reported as part of the campaign disclosure requirements of the Metro Township or any other governmental entity;

- B. Token items of nominal value, including but not limited to, educational materials, t-shirts, coffee mugs, parking validations or other commemorative or similar souvenir items;
- C. Snacks, beverages or educational or informational materials provided at meetings or other functions;
- D. Transportation to and attendance at conventions, seminars, or events of a primarily educational nature, including meals and entertainment that are part of the required registration, and any associated educational or informational materials directly related to the official duties of the officer or employee;
- E. Gifts not related to the activities of the officer and employee with the Metro Township;
- F. Awards publicly made for public service;
- G. Food or a beverage given at a widely attended reception, meal, or meeting by an organization before whom the recipient appears to represent the Metro Township, make a speech, answer questions or participate in part of a program;
- H. Attendance at political events that are primarily sponsored by a political party or political candidate;
- I. Flowers, plants, balloons or similar tokens which are given to express condolences, congratulations, or sympathy for ill health, or to commemorate holiday or special occasions;
- J. Metro Township sponsored programs, activities, or work;
- K. Gifts for the Metro Township that become the property of the Metro Township;
- L. Gifts to Metro Township officers, employees or agencies from other Metro Township officers, employees or agencies;
- M. Death transfers including bequests and inheritances; and
- N. Gifts to blind trusts related to legal defense funds for imminent or pending litigation against officers or employees (related to their official duties).

2.07.110 Restrictions on Post-Metro Township Employment

- A. When a Metro Township officer or FLSA exempt employee, excluding uncompensated volunteers, voluntarily leaves Metro Township service he or she is prohibited for a period of one year from directly communicating, for compensation, with the Metro Township for the purpose of attempting to influence any action on any matter pending before the Metro Township. This prohibition does not apply to routine government

services which do not require the exercise of discretion or to the normal scope of a person's licensed professional capacity.

- B. Any private business entity or individual whose employee or contractor is found to be in violation of this section shall be prohibited from contracting or conducting any non-statutory transaction with the Metro Township for a period of one year from date of the violation.
- C. A former officer or employee is not prohibited from holding any Metro Township office, but must disclose in writing and resolve any conflicts of interest arising from their previous Metro Township employment which conflicts of interest would tend to interfere with the Metro Township's best interest.

2.07.120 Nepotism

The Council shall adopt and maintain in place a policy to comply with Utah Code Ann. § 52-2-3, or as it now exists or as it may hereinafter be amended.

2.07.130 Political Activities Of Employees

- A. Except as otherwise provided by law, Metro Township officers or employees may voluntarily participate in political activity subject to the following provisions:
 - 1. No person shall be denied the opportunity to become an applicant for a position under the merit system in any covered department by virtue of political opinion or affiliation.
 - 2. No person employed by the Metro Township under the merit system may be dismissed from service as a result of political opinion or affiliation.
 - 3. A Metro Township career service employee may voluntarily contribute funds to political groups and become a candidate for public office.
 - 4. No Metro Township officer or employee, whether elected or appointed, may directly or indirectly coerce, command, or advise any officer or employee covered under the merit system to pay, lend, or contribute part of his or her salary or compensation or anything else of value to any party, committee, organization, agency, or person for political purposes. No Metro Township officer or employee, whether elected or appointed, may attempt to make any officer's or employee's personnel status dependent upon the officer's or employee's support or lack of support for any political party, committee, organization, agency, or person engaged in a political activity.
 - 5. No officer or employee may engage in any political activity during the hours of employment nor shall any person solicit political contributions from Metro Township employees during hours of employment for political purposes, but

nothing in this section shall preclude voluntary contribution by a Metro Township employee to the party or candidate of the employee's choice.

6. Nothing contained in this chapter shall be construed to permit partisan political activity by any Metro Township officer or employee who is prevented or restricted from engaging in such political activity by the provisions of the federal Hatch Act.
- B. Officers and employees, including employees covered by a merit system, may become candidates for political office or for leadership positions in political parties. Officers and employees doing so shall refrain from engaging in any political activities or campaigning during Metro Township working hours. Officers and employees may take an unpaid leave of absence in order to run for political office. Such a leave is at the employee's discretion and may be for some or all of the time between filing a declaration of candidacy and the end of the political campaign. No adverse employment action may be taken against officers or employees who file for office or take a leave of absence.

2.07.140 Prohibitions On Political Use Of Metro Township Resources

No employee shall use any property or resources of the Metro Township, including but not limited to time, other Metro Township employees, equipment, material, Metro Township Seal, buildings or facilities in connection with any political activity, except in accordance with established Metro Township policy regarding the acceptable use of public resources.

CHAPTER 2.08 -- ADMINISTRATIVE ORGANIZATION

2.08.010 Ordinance Requirements

- A. The function of proposing, considering, reviewing, approving and enacting ordinances is a legislative process which lies solely within the power, authority and discretion of the Council pursuant to law. The Council may, at its discretion, provide for the limited delegation of certain powers and activities to other committees, persons or entities to assist in the preparation of proposed Metro Township ordinances. The legislative committee is established to serve as an advisory body to assist the Council in the consideration of Metro Township ordinances.
 1. Upon review, approval and adoption by the Council, the proposed ordinance shall be legally effective upon the date indicated in the ordinance and being signed by the Mayor, attested by the Metro Township clerk/recorder, and posted or published as required by State law.
 2. Ordinances which in the opinion of the Council are necessary for the immediate preservation of the peace, health or safety of the Metro Township and the inhabitants thereof may, if so provided in the ordinance, take effect immediately upon publication or posting as required by state law.

2.08.020 Policies and Procedures Defined

As used in this code, "Copperton Metro Township policy and procedure" means a written statement formally adopted by the Council providing for the implementation of Council's ordinances, powers and duties and Metro Township governance and administration.

2.08.030 Council Initiated Policies And Procedures

Whenever a policy or procedure is suggested by a majority of the Council, the Mayor shall refer the matter for adoption in accordance with Section 2.04.160.

2.08.040 Policies And Procedures—Adoption

All policies and procedures adopted by the Council must bear the signatures of the Mayor and recorder.

2.08.050 Policies And Procedures—Recordkeeping And Distribution

It shall be the responsibility of the Council to keep a current record of all Council-approved policies and procedures.

2.08.060 Conflict Between Policies And State laws

Whenever a policy and procedure is in conflict with a state law or an ordinance of the Metro Township, the statute supersedes the ordinance and the policy and procedure. An ordinance supersedes a policy and procedure.

2.08.070 Discrimination Prohibited

Discrimination in Metro Township government services based on age, marital status, color, disability, national origin, sex, sexual orientation, gender identity, race or religion is prohibited. Individuals shall be assured of equal access, opportunity and protection in all areas of Metro Township government services. This section is not intended to expand the services of Metro Township government beyond those required by state or federal law.

CHAPTER 2.09 – METRO TOWNSHIP LITIGATION

2.09.010 Litigation—Control And Direction

Any litigation involving or against the Metro Township is governed by the provisions of applicable state or federal law and applicable case law precedents.

2.09.020—Legal Counsel

- A. Any hiring of legal counsel in any litigation or any other matter involving the Metro Township is with the consent and approval of the Council.

- B. Processing and executing a contract for outside counsel is governed by Utah law and the Metro Township's purchasing policy as applicable.

2.09.030 Litigation Against the Metro Township

The legal authority of any Metro Township official, officer or employee, acting in an official capacity, to engage in litigation against or on behalf of the Metro Township or against any Metro Township official, officer or employee must be within that official's, officer's or employee's express authority under state law or Metro Township ordinance. If the Metro Township official, officer or employee has no such legal authority, Metro Township funds shall not be used to pay attorneys' fees or other legal costs, except in the following circumstances:

- A. The use of Metro Township funds is approved in advance by the Mayor, Council, and attorney; or
- B. The litigation against the Metro Township or its officials, officers or employees ultimately and substantially succeeds on the merits or payment is ordered by the court.

2.09.040 Limitations

- A. Nothing in this chapter shall be construed to authorize any Metro Township official, officer or employee to bring a lawsuit against the Metro Township.
- B. Nothing in this chapter shall be construed to limit the authority of a court of competent jurisdiction from levying costs or attorneys' fees in accordance with applicable law.

CHAPTER 2.10 (RESERVED)

CHAPTER 2.12 –METRO TOWNSHIP OFFICERS AND EMPLOYEES (RESERVED)

CHAPTER 2.24 – ESTABLISHING FEES

2.24.010 (RESERVED)

2.24.020 (RESERVED)

2.24.030 (RESERVED)

2.24.040 (RESERVED)

2.24.050 (RESERVED)

2.24.060 Fee Requirements And Limitations

The Metro Township may impose fees for providing government services in accordance with the provisions of this ordinance and as may be required or permitted by law. Fees shall be

calculated and imposed in an amount that will reimburse the Metro Township for its expenses in enforcing regulations or providing services or benefits and may not be imposed in an amount which significantly exceeds those costs.

2.24.070 Fee Establishment Process

- A. A fee shall be initiated by the Council.
- B. In establishing the amount of a fee, costs and elements may be considered, including but not limited to:
 - 1. Metro Township and staff expenses, including full compensation costs of all employees or contractors normally required to provide the services;
 - 2. All direct costs:
 - a. For internal division costs, in accordance with accepted accounting standards; and
 - b. For Metro Township indirect costs, in amounts established by the auditor's office;
 - 3. Any expenditures the Metro Township is required to make to other government entities, private contractors or other third parties;
 - 4. Reserves for liability, asset replacement, and capital improvements; and
 - 5. Costs and materials of other direct operational expenses.
- C. Fees shall be finally determined, approved and adopted by the Council.
- D. Fees shall be posted and available to the public either electronically or by physical posting at the Metro Township offices or work place.
- E. Fees may be amended at times other than during budget approval by submitting a letter requesting a fee amendment to the Council for its review and approval.

2.24.080 Metro Township Council Powers—Fees

- A. The Council shall review and approve a schedule of all fees imposed by the Metro Township.
- B. The Council may waive or adjust fees, in accordance with the following standards and procedures:
 - 1. A fee imposed may be waived or adjusted by the Council unless that fee is

specifically established by ordinance or by state law or regulation. Fees established by ordinance may only be waived by the Council and fees established by state law may only be waived in accordance with state law.

2. Waiver shall be upon good cause shown and in the public interest. Any waiver shall be in writing.
3. Fees such as late fees or service charges may also be waived, based on the standards and processes established in this ordinance.

CHAPTER 2.39 (RESERVED)

CHAPTER 2.46 (RESERVED)

CHAPTER 2.56 – COMMUNITY COUNCILS

2.56.010 Purpose

The purpose of recognizing community councils is to provide a mechanism by which residents of the Metro Township may identify community service needs and assist the Metro Township in facilitating those initiatives. Volunteer community councils are an effective way for the Metro Township to maximize on benefits of volunteer service for providing needed events and programming to the residents of the Metro Township.

2.56.020 Establishment

Community councils are created by private citizens as private corporations or otherwise, and are not created by the Metro Township. Privately created community councils may be recognized by the Metro Township as provided in this chapter.

2.56.030 Community Councils – Representation

- A. The citizens may choose to create community council for the purpose of serving the Community and providing volunteer service. All members of community councils shall serve without compensation. Vacancies on a community council shall be filled in accordance with the community council's bylaws. All community council meetings shall be open to the public.
- B. All community council bylaws, articles of incorporation, meetings, activities, elections, and other functions shall abide by the minimum requirements of this chapter or the community council will not be entitled to the various services, benefits, and status set out herein.

2.56.040 Community Councils – Participation

The citizens may, by choice, decline to create a community council under the terms of this

chapter.

2.56.050 Community Council Meetings

Community councils shall conduct open and public meetings and shall permit interested persons to attend and participate in those meetings in accordance with applicable community council bylaws and regulations.

2.56.060 Community Councils – Appointment of Members

Members of a community council shall be appointed or elected to the council as determined by the community council's bylaws.

2.56.070 Community Councils – Municipal Services Recommendation

- A. The community council shall be encouraged to develop priorities regarding municipal services and facilities. These recommendations should be communicated in writing to the Council on an annual basis for use in policy development and in the budget process. Community councils are encouraged to arrive at such recommendations pursuant to duly held and well-publicized public meetings.
- B. The Council may request municipal service providers and encourage elected officials and appointed board members to provide key personnel on a requested basis as staff and resource persons to the community council.

2.56.080 Community Councils – Planning and Zoning Information Sent to Community Councils

- A. The Greater Salt Lake Municipal Services District planning and development services section, or contracted designee, shall submit to the Mayor and the designated planning and zoning member of each community council copies of the planning commission public meeting agendas, applications for changes to the zoning ordinance, general plan amendments, or condition use applications pertaining to real property located within the Metro Township.
- B. The staff of the Greater Salt Lake Municipal Services District planning and development services section, or contracted designee, shall notify the community council on planning and zoning matters, and the date and time of the planning commission meeting.

2.56.090 Budget

- A. The Council may budget monies annually for the community councils, which will be spent for administrative costs, including but not limited to, legal notices, elections, newsletters, computers and software, other office equipment, dues to the Association of Community Councils Together (ACCT), Metro Township-sponsored community events, and community council outreach activities or events, postage, stationary, and duplication costs. Funding will be provided pursuant to budgeted amounts and upon direction of the

Council.

- B. Community councils receiving funds from the Metro Township shall establish a fiscal year in their bylaws and make written budget requests, if any funding is requested, to the Council by May 1st of each year unless otherwise agreed to by the Council. Within ninety days following the close of the community council's fiscal year, it shall file a detailed financial statement with an identified Metro Township designee. The statement shall set out community council revenues and expenditures for the prior year and shall be in a form approved by the Council.

2.56.100 Metro Township Council Participation

The Council shall schedule at least one meeting annually with the community councils for the purposes of receiving recommendations on policy, budget, and other priorities.

2.56.110 Volunteer Status – Indemnification

Community council members shall be considered volunteers to the Metro Township and not employees, officials, or officers of the Metro Township pursuant to the provisions of the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101, et seq., in any civil action that may arise within the course and scope of the performance of their duties under this chapter.

CHAPTER 2.70 – QUASI-JUDICIAL FUNCTIONS STANDARDS OF CONDUCT

2.70.010 Purpose

The Council recognizes the importance of guaranteeing both the reality and perception that all individuals appearing before quasi-judicial officials or bodies in Metro Township are afforded a full, fair and impartial hearing on the merits. The Council finds it in the best interests of the citizens of Metro Township to provide uniform standards of conduct for all members of quasi-judicial bodies. To that end, the Council hereby provides uniform standards of conduct for individuals performing quasi-judicial functions in the Metro Township.

2.70.020 Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively described to them below:

A "conflict of interest" exists when:

- A. A quasi-judicial official has a direct or indirect financial interest which will be or is reasonably likely to be affected by the outcome of the matter currently pending before the official; or Resolution of the matter before the official will or is reasonably likely to create a material personal gain or provide a gain or advantage to relatives, friends, agents, business associates, or to groups and associations which hold some share of the official's loyalty. Membership in a group or association alone shall not be considered a conflict of interest with respect to any matter affecting such group or association unless

a reasonable and informed person would conclude that such membership in itself would prevent an objective quasi-judicial consideration of the matter.

- B. "Ex-parte contact or communication" means contact by one side only of a matter before an individual, board or council when said individual, board or council is acting in a quasi-judicial capacity and the contact is outside of the hearing or official proceedings in the matter.
- C. "Interested party" in a quasi-judicial proceeding means any applicant, party, representative or agent of an applicant or party, any person or entity who may claim to be adversely affected by the resolution of a matter or any issue of fact or law related to a matter, and any person or entity who claims a substantial property interest which could be adversely affected by the resolution of a matter or an issue of fact or law related to a matter.
- D. "Legislative capacity" means activity by a board or council when involved with the framing and enactment of ordinances and policies for the Metro Township included without limitation in such category is the adoption of or amendment to the code of ordinances, policies and procedures or administrative rules of the Metro Township.
- E. "Quasi-judicial capacity" means the role of an individual, board, or council acting to investigate facts and draw conclusions therefrom as a basis for its official actions and the exercise of discretion of a judicial nature is a matter which is currently before the individual, board or council, or which would come under the individual's, board's or council's jurisdiction pursuant to an appeal of an administrative determination including the Council. In determining whether the individual or entity is quasi-judicial in nature, the nature of the activity engaged in shall control over the title of the individual or entity or the other duties assigned to or otherwise engaged in by the individual or entity.

2.70.030 Conflict Of Interest

- A. Any official acting in a quasi-judicial capacity with or reasonably likely to have a conflict of interest with regard to an applicant or its agent who has a matter before the official, must declare his or her conflict of interest and the nature of the interest giving rise to the conflict publicly prior to discussion of the matter and enter the same upon the record of the proceeding. The official must abstain from deliberating or voting on the matter and may not discuss the matter either publicly or privately with any other official participating in the proceeding. The vote of an official experiencing a conflict of interest who fails to disqualify himself shall be disallowed.
- B. A conflict of interest may exist under this section although an official may not believe that an actual conflict exists. Therefore, any official who has a question as to whether a conflict of interest exists under this section with respect to his or her participation or the participation of another official participating in the proceeding should raise the matter with the other officials participating in the proceeding at a public meeting and with the attorney's office in order that a determination may be made as to whether a conflict of

interest exists.

2.70.040 Gifts And Favors

No quasi-judicial official, relative or agent of a quasi-judicial official shall accept any gift, favor or advantage from any party, individual, or from their agents or representatives if the party or individual has a matter currently before the quasi-judicial body or in circumstances when the quasi-judicial official has knowledge that said party or individual intends to or commonly brings matters before the quasi-judicial official for adjudication. Gifts, favors or advantages shall not include a meal with a value of less than twenty-five dollars provided in conjunction with a meeting at which the subject of a quasi-judicial proceeding is discussed. The meal and the communication shall be disclosed pursuant to Section 2.70.050(B). Campaign contributions shall be subject to all other provisions of applicable law but shall not be prohibited under this section.

2.70.050 Ex-Parte Communication

- A. No quasi-judicial official shall initiate contact or initiate discussion with any party or the representative or agent of any party or a person who may claim to be "adversely affected" by the resolution of the matter with respect to an issue of law or fact in issue on a matter which is either currently before the quasi-judicial official for adjudication or which is reasonably likely to come before the quasi-judicial official unless the official provides notice to all parties and an opportunity to participate. Any such discussion, after notice and with an opportunity for participation by the public or other affected parties, shall occur in a meeting duly convened and noticed pursuant to the Utah Open Meetings Act and shall be made a matter of the official record of the proceeding.
- B. Any quasi-judicial official who receives an ex-parte communication with respect to a matter which is either currently before the official or reasonably likely to come before the official shall, at the next public meeting following the communication, place into the official minutes or record the following:
 - 1. The name of the party making the communication;
 - 2. If the communication was in writing, a copy of the communication;
 - 3. If the communication was oral, a summary of the communication;
 - 4. The date of the communication.

Following disclosure of the communication at the hearing on the matter, the public and opposing parties shall be given an opportunity to submit written responses to the communication prior to the quasi-judicial official or entity closing the evidentiary phase of the proceedings. All ex-parte communication, with the exception of discussions of procedural matters such as the dates and times of hearings, is prohibited after the conclusion of the evidentiary phase of

the proceedings.

Engaging in prohibited ex-parte communications or the failure of a quasi-judicial official to disclose a communication and place the communication or a summary of it in the public record shall be grounds for voiding the official's vote on the matter.

C. An ex-parte contact or communication does not include:

1. Discussions of procedural matters such as the dates and times of hearings which are unrelated to the merits of the appeal, proceeding or motion;
2. Communications by the quasi-judicial official, whether in person or otherwise, with administrative staff who do not constitute representatives of a party to the proceeding, Greater Salt Lake Municipal Services District attorney staff not representing a party to the proceeding, or Council staff.

2.70.060 Other Provisions Applicable

The standards of conduct provided for by this chapter are in addition to other legal requirements imposed on quasi-judicial officials and bodies of the Metro Township including the Municipal Officers and Employees Ethics Act, the Governments Records Access and Management Act, the Open and Public Meetings Act and Metro Township ordinances and policies applicable specifically to the quasi-judicial body.

CHAPTER 2.74 (RESERVED)

CHAPTER 2.75A (RESERVED)

CHAPTER 2.81 – SECURITY OF PERSONAL IDENTIFIERS

2.81.010 Definitions

- A. As used in this chapter, "individual" refers to any natural person including Metro Township clients and patrons; members of the public; and Metro Township officers, employees and volunteers.
- B. As used in this chapter, "personal identifiers" means and includes an individual's home address, home telephone number, personal cellular telephone number, signature, social security number, birth date, personal email address, driver's license number, passport number, and any financial identification numbers, including, but not limited to, bank account numbers, credit card numbers and information obtained to authenticate a cardholder or effectuate a payment card transaction.

2.81.020 Protecting Personal Identifiers

The Metro Township shall ensure that all personal identifiers in the Metro Township's control are kept confidential and secure and are not used for any purpose other than a bona fide government necessity.

- A. The Metro Township shall not collect or maintain personal identifiers except where provided by law or ordinance, or where necessary to the functioning of the Metro Township. The collection of credit card numbers is permitted for those agencies which accept payment, in the regular course of Metro Township business, by credit card.
- B. Any Metro Township agency which collects, maintains or transmits personal identifiers shall make a formal determination, in writing, which explains why personal identifiers are collected, maintained or transmitted and explains which specific personal identifiers are necessary. Agencies shall collect or use only those specific personal identifiers which are necessary to government business.
- C. Except for outside contractors that provide administrative services for the Metro Township, each Metro Township agency shall have in place a written regulation or policy which establishes procedures for the secure collection, maintenance, transmission, transfer, or disposal of personal identifiers.
- D. Metro Township agencies are bound by the provisions of state and federal law regarding the public or confidential nature of records containing personal identifiers, including but not limited to the Utah Governmental Records Access and Management Act (GRAMA) and the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996.

2.81.030 Private Contractors

If Metro Township contracts with a private entity and the contract contemplates or provides for the transmission or use of any individual's personal identifiers, the contract shall include mandatory provisions requiring that the contractor exercise care to ensure the protection of personal identifiers and that the contractor shall be legally liable for any breach of that duty.

2.81.040 Penalty

Any Metro Township officer or employee who knowingly violates this chapter may be guilty of a Class B misdemeanor and shall be subject to appropriate disciplinary action.

CHAPTER 2.82 RECORDS MANAGEMENT (RESERVED)

2.82.010 Government Records Findings--Recognition Of Public Policy

The Council finds the following:

- A. It is in the best interests of the Metro Township and the citizens thereof, and essential for the administration of the Metro Township government, to maintain and preserve accurate governmental records; to provide ready access to records which are defined by

law as open to the public; to maintain the security of records which are defined by law as nonpublic; and to ensure the preservation of vital and historically valuable records.

- B. As the records of the Metro Township are a resource containing information which (1) allows government programs to function; (2) provides officials with a basis for making decisions and ensuring continuity with past operations; and (3) permits citizens to research and document matters of personal and community importance; this resource must be systematically and efficiently managed.
- C. It is the policy of the Metro Township that all governmental records, which are defined by applicable Utah statutory and case law as public records, shall be made available to citizens as set forth in this chapter.
- D. The Metro Township recognizes a public policy interest in allowing the government to restrict access to certain records, as specified in the Act and this chapter, for the public good.

2.82.020 Purpose And Intent

In enacting this chapter, it is the purpose and intent of the Council to provide, in accordance with the Government Records Access and Management Act (hereinafter referred to as "the Act"), Chapter 2 of Title 63G of the Utah Code Annotated, an ordinance acknowledging and complying with the Act and providing for its application in the Metro Township.

2.82.030 Public Access

- A. Members of the public shall have the right to see, review, examine and take copies, in any format maintained by the Metro Township and subject to Section 2.82.170 hereof, of all Metro Township governmental records designated as "public" under the provisions of this chapter, and of the Act and policies and procedures developed hereunder.
- B. The Metro Township has no obligation to create a record or record series in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept.
- C. When a record is temporarily held by a custodial Metro Township agency, pursuant to that custodial agency's statutory and ordinance functions, such as records storage, investigation, litigation or audit, the record shall not be considered a record of the custodial agency for the purpose of this chapter. The record shall be considered a record of the agency or agencies which usually keeps or maintains that record and any requests for access to such records shall be directed to that agency or agencies, rather than the custodial agency, pursuant to procedures established by the Metro Township. Only when records have been formally filed for permanent archival retention shall Metro Township archives be responsible for responding to requests for another agency's records.

2.82.040 Appeals

1. Persons aggrieved by the Metro Township's classification of a record, the fees charged for a record, or by a response to a record request may request and be granted an initial administrative appeal of that grievance, in accordance with Metro Township policies and procedures adopted by the Council. The initial administrative appeal is made to the Mayor.
2. A written notice of appeal shall be filed with the Mayor within thirty calendar days after notice of the date of the action has been sent. The notice of appeal shall state the basis of the appeal and the relief requested.
3. Unless otherwise stipulated by the Metro Township and the persons aggrieved, the Mayor shall have seven calendar days after the Mayor's receipt of the notice of appeal (or fourteen calendar days after the Metro Township sends a notice of appeal to a person who submitted a claim of business confidentiality) to respond to the record request.
4. The Mayor shall hear an appeal using a reasonable process chosen within the Mayor's discretion and issue decision in writing to appellant.
5. If the Mayor affirms the access denial, or fails to respond to the records request within the time limits listed above, the person aggrieved may then appeal the decision to affirm the access denial to the State Records Committee or may a petition for judicial review with district court.

2.82.050 Amendments And Corrections

Records held by the Metro Township may be amended or corrected as needed and as authorized by law. Requests for amendments, corrections or other changes shall be made in writing setting forth, with specificity, the amendment or correction requested and the reason for the change. When an amendment or correction of a government record is made, generally both the original record and the amended or corrected record shall be retained, unless the nature of the record indicates otherwise or as may be provided by policies and procedures adopted under the provisions of this chapter.

2.82.060 Access Management And Archiving

- A. There shall be designated a Metro Township records manager to oversee and coordinate records access and management and Metro Township archives activities. The records manager shall make annual reports of records services activities to the Council.
- B. The records manager shall develop and provide records management, maintenance and access standards, policies and procedures, as approved by the Council to govern and implement the provisions of the Act and this chapter. Approval and promulgation of

records policies and procedures shall be in accordance with the provisions of this code of ordinances and the Act. Copies of any rule or policy promulgated under this chapter shall be forwarded by the Metro Township record manager to the Utah State Division of Archives within thirty days after its effective date.

2.82.070 Custody And Control

- A. Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve the Metro Township records safely and accurately over the long term. The records manager shall be responsible for monitoring the application and use of technical processes in the creation, duplication, and disposal of the Metro Township records and shall monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use and maintenance of records. Metro Township policies and regulations regarding types and formats of papers, inks, electronic media, and other records and information storage media, materials, equipment, procedures and techniques shall be developed and promulgated, subject to the approval of the Council.
- B. All Metro Township records which constitute an intellectual property right shall remain the property of the Metro Township unless federal or state legal authority provides otherwise. All other records shall be the property of the state. Property rights to Metro Township records may not be permanently transferred from the Metro Township to any private individual or entity, including those legally disposable obsolete Metro Township records of Metro Township archives or other agencies. This prohibition does not include the providing of record copies for release or distribution under this chapter. All records disposals shall be conducted in accordance with policies and procedures.
- C. Any Metro Township officer or employee having custody or control of any Metro Township records shall, at the expiration of their terms of office, appointment or employment, deliver custody and control of all records kept or received by them to their successors, supervisors, or to the Metro Township records manager.

2.82.080 Retention Scheduling

- A. All Metro Township records as defined by the Act, whether hard copy, electronic or otherwise, shall be scheduled for retention and retained based on the standards and requirements set out in the Act and this ordinance.
- B. The responsibility for developing retention schedules shall reside with the Council, with the assistance and advice of the Metro Township records manager.
- C. In scheduling records for retention, the following considerations shall be taken into account:
 - 1. Any specific retention requirement established by law, statute or ordinance;

2. Reasonable records standards and needs, based on best business practices, retention storage capabilities, and particular industry or professional requirements or standards;
 3. Legal needs, including pending or likely litigation;
 4. Applicable statutes of limitation;
 5. Any pending fiscal or performance audit process;
 6. Administrative and policy needs; and
 7. Historical value.
- D. Based on the considerations in subparagraph C, a record may have an extremely limited retention schedule, permitting the deletion of a record immediately or after administrative need ceases. Such records may be deleted immediately and without further processing.
- E. Metro Township officials, employees, and contractors shall observe and adhere to all applicable retention schedules. Records which have reached the end of their retention schedules should be deleted, removed or destroyed in a timely manner.

CHAPTER 2.86 EMERGENCY RESPONSE AND RECOVERY

2.86.010 Intent—Liberal Construction

It is the intent of this chapter to provide the organization, powers and authority necessary to enable the timely and effective use of all available Metro Township resources to prepare for, respond to and recover from emergencies and disasters likely to affect the health, security, safety, or property of the inhabitants of the Metro Township. It is intended to grant the broadest powers permitted. The provisions of this chapter shall be liberally construed to allow for the greatest opportunity to preserve and protect life and property.

2.86.020 Definitions

As used in this chapter:

"Attack" means a nuclear, conventional, biological, or chemical warfare action against the United States of America, the State of Utah, Salt Lake County, or the Metro Township.

"Disaster" or "emergency" means a situation causing or threatening to cause widespread damage, injury or loss of life, or significant property damage resulting from an attack, internal disturbance, natural phenomena, public health emergency, or technological hazard.

"Internal disturbance" means a riot, prison break, disruptive terrorism, or a widespread strike,

which strike causes significant social disruption or injury to persons or property.

"Natural phenomena" means any earthquake, tornado, storm, flood landslide, avalanche, forest or range fire, drought or epidemic.

"Public health emergency" means an occurrence or imminent credible threat of an illness or health condition caused by bioterrorism, epidemic or pandemic disease, or novel and highly infectious agent or biological toxin, that poses a substantial risk of a significant number of human fatalities or incidents of permanent or long-term disability. Such illness or health condition includes an illness or health condition resulting from a natural disaster Utah Code § 26-23b-102(b).

"State of emergency" means a condition in the Metro Township which requires Metro Township government emergency assistance to save lives and to protect property, public health and safety, and to reduce the threat and effects of a disaster.

"Technological hazard" means any hazardous materials spill or accident, mining accident, train derailment, aircraft crash, radiation incident, pollution, structural fire or explosion.

2.86.030 Declaration Of An Emergency

- A. The Mayor is authorized to declare a state of emergency when the Mayor finds that the Metro Township or any part thereof is suffering from or is in imminent danger of suffering an emergency or disaster.
- B. Any declaration of an emergency or disaster by the Mayor shall be promptly filed with the Metro Township clerk/recorder, and the public shall be notified through general publicity of the declaration. The Mayor shall promptly notify the Council of any declaration of an emergency or disaster.
- C. The declaration of an emergency or disaster shall be in effect as determined by the Mayor for a period of up to thirty days in accordance with the Utah Disaster Response and Recovery Act, Utah Code § 63-5a-6. This period may be continued or renewed only upon the approval of the Council. The Council may, by resolution, express its opinion regarding an emergency declaration by the Mayor.
- D. The declaration of an emergency provided in this chapter shall become effective immediately upon issuance by the Mayor and the only required publication is the general dissemination to the public by appropriate news media.
- E. The declaration shall, to the extent possible, state the nature of the emergency, the area threatened, and any applicable duration, conditions, actions or needs pursuant to Section 2.86.050. The declaration may be amended and periodically brought up to date as needed.

2.86.040 Succession

- A. If the Mayor is unavailable to perform the duties set out herein, the Deputy Mayor shall have the same authority as granted to the Mayor. If both the Mayor and Deputy Mayor are unavailable, the authority to exercise the powers set out in this chapter vests in the fire official assigned to the Metro Township by the Unified Fire Authority.
- B. Notwithstanding the order of succession set forth in subsection A, if the Mayor is unavailable to issue an evacuation order as set forth in Section 2.86.050, only the fire official assigned to the Metro Township by the Unified Fire Authority may issue an evacuation order, including any orders establishing evacuation routes, for a period not to exceed thirty-six hours, if the order is necessary for the preservation of life. The Mayor may ratify, modify, or revoke the fire official's order if he becomes available.

2.86.050 Powers Of The Mayor

- A. In a state of emergency, declared by either the Mayor or the governor, the Mayor is empowered to make all necessary efforts to respond to, prevent, or ameliorate the effects of an emergency or disaster, including, but not limited to, using all Metro Township resources, issuing evacuation orders, establishing evacuation routes, suspending the sale of alcoholic beverages, controlling entry to and exit from any disaster area, clearing or removing debris or wreckage, invoking the provisions of any mutual aid agreement with another governmental entity, and such other powers and authority which are reasonably necessary for the preservation of life and property and as may be set out the Utah Disaster Response and Recovery Act, Utah Code § 63-5a-4.
 - 1. The Mayor shall have full power to secure the availability of supplies, clothing, vehicles, fuel, equipment, food and water as may be reasonably necessary to respond to the emergency.
- B. In the state of emergency, the Mayor may exercise emergency powers and functions in response to the exigencies of the disaster, including waiving compliance with any time consuming procedures and formalities, including notices, as may otherwise be required.
- C. In a state of emergency, the Mayor may issue any and all such other orders or undertake such other functions and activities as the Mayor reasonably believes is required to protect the health, safety, or welfare of persons or property within the Metro Township or to otherwise preserve the public peace or to abate, clean up, or mitigate the effects of any emergency or disaster. Rules and regulations adopted by the Mayor in response to the state of emergency have the force and effect of law, upon filing with the Metro Township clerk. All rules and regulations adopted in response to a state of emergency shall expire once the state of emergency is no longer in effect.
- D. In a state of emergency, the Mayor is responsible to:
 - 1. Coordinate the activities and management of private volunteers, including maintaining records of volunteer work in accordance with Federal Emergency

Management Agency (FEMA) needs;

2. Ensure that all records and receipts for funds expended in emergency response are maintained in accordance with FEMA needs;
 3. Coordinate and ensure prompt communication with the media about the emergency, providing to the extent possible, one consistent voice regarding Metro Township activities;
 4. Maintain ongoing communication with the Council, the Greater Salt Lake Municipal Services District, the Unified Fire Authority, and other government entities.
- E. In the event of a public health emergency, the Mayor may declare a state of emergency at the request of the director of the health department or the board of health. To prevent or contain the outbreak and spread of a communicable or infectious disease, the Mayor, together with the director of the health department, may issue orders to:
1. Close theaters, schools and other public places and prohibit gatherings of people when necessary to protect the public health. (Utah Code § 26A-1-114(1)(e));
 2. Exercise physical control over property and over individuals as the Health Department finds necessary for the protection of public health. (Utah Code § 26A-1-114(1)(b));
 3. Exclude from school attendance any person, including teachers, who is suffering from any communicable or infectious disease, if the person is likely to convey the disease to those in attendance. (Utah Code § 26A-1-114(3)(b));
 4. The authority of the director of the health department extends to a public health emergency wholly located within a municipality.
- F. The Unified Police's office and such other law enforcement and peace officers as may be authorized by the Mayor are further authorized and directed to enforce the orders, rules and regulations made or issued pursuant to this chapter.
1. During the period of a declared emergency or disaster, a person shall not:
 - a. Enter or remain upon the premises of any establishment not open for business to the general public, unless such person is the owner or authorized agent of the establishment;
 - b. Violate any orders duly issued by the Mayor or authorized personnel; or
 - c. Willfully obstruct, hinder, or delay any duly authorized government officers, employees or volunteers in the enforcement or exercise of the

provisions of this chapter, or in the undertaking of any activity pursuant to this chapter.

2.86.060 Powers Of The Council

- A. Nothing in this chapter shall prevent the Council from acting as the legislative body of Metro Township government in a state of emergency, or from exercising those powers and authorities set out in state law. The Council's legislative authority shall include the power to legislate, budget, and appropriate and to perform any other duties as required by state law and by the plan.
- B. The Council shall also fulfill those duties and responsibilities as required by any emergency response declaration or order to the extent it does not conflict with federal, state, or local law, or the provisions of this chapter.

2.86.070 Relocation Of Offices

- A. Whenever an emergency or disaster makes it imprudent or impossible to conduct the affairs of the Metro Township at its regular locations, the Council may meet at any safe and convenient place, inside or outside the County. Any temporary meeting location shall continue until a new location is established, the emergency or disaster is terminated, or Metro Township operations are able to return to their normal locations.
- B. Any official act or meeting required to be performed at any regular location of the Council is valid when performed at any temporary location under the terms of this section.

2.86.080 Mutual Aid

- A. The Mayor may, on behalf of the Metro Township, enter into such reciprocal aid, mutual aid, intergovernmental cooperation agreements or other contracts or plans with other governmental entities for the protection of life and property. Such agreements may include the furnishing or exchange of supplies, equipment, facilities, personnel and services and do not require fair and adequate consideration.
- B. The Metro Township may act as a participating political subdivision consistent with the Statewide Mutual Aid Act, Utah Code § 53-2-401 et seq.

2.86.090 Contracts For Goods And Services During An Emergency

- A. In accordance with the provisions of the Metro Township procurement ordinances or policies, the Metro Township may acquire goods and services in response to the exigencies of the emergency or disaster as are necessary and the Mayor may suspend or waive compliance with time consuming ordinances, policies, procedures and formalities prescribed by law pertaining thereto, Metro Township purchasing ordinances regarding the acquisition of goods and services.

2.86.100 Criminal Penalties

Any person who knowingly refuses to comply with an order to evacuate issued under this chapter or who refuses to comply with any other order issued during a state of emergency, as provided in this chapter and after notice of the order has been given to that person, is guilty of a Class B Misdemeanor.

2.86.110 Emergency Management Advisory Committee (RESERVED)

2.86.120 Severability

The provisions of this chapter are declared to be severable, and if any provision of this chapter shall, for any reason, be held to be invalid or unconstitutional or if the application of this chapter to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the validity of the remaining provisions of the ordinance codified in this chapter.

CHAPTER 2.95 METRO TOWNSHIP BUDGET PROCESS

2.95.010 Provisions

This chapter shall define the process of preparing and adopting the annual fiscal year of the Metro Township's budget. The chapter further defines the Council's responsibilities, and the Metro Township's relationship with the Greater Salt Lake Municipal Services District and County, as applicable, in the budget process as defined by law.

2.95.020 Definitions

- A. "Final budget" means the budget finally adopted by the Council pursuant to its legislative authority.
- B. "Proposed budget" means the budget prepared in the format of the tentative budget by the Council and forwarded to the Greater Salt Lake Municipal Services District Board of Trustees for review and approval.
- C. "Tentative budget" means the budget approved by the Greater Salt Lake Municipal Services District after submittal of the proposed budget by the Council to the Greater Salt Lake Municipal Services District.

2.95.030 Authority

This chapter is based upon the requirements of state law regarding the administration and operation of the Metro Township, the responsibilities of the County and the Greater Salt Lake Municipal Services District in the Metro Townships, and the Uniform Fiscal Procedures Act for Cities ("the Act").

2.95.040 Tentative Budget

- A. The Council shall prepare and submit to the Greater Salt Lake Municipal Services District a proposed budget in sufficient detail, content and scope and in a manner and on forms provided by the Greater Salt Lake Municipal Services District pursuant to the act. The Council shall submit the proposed budget to the Greater Salt Lake Municipal Services District by October 1. The time of submittal of the proposed budget may be extended if requested by a majority of the Greater Salt Lake Municipal Services District Board of Trustees.
- B. Prior to submission of the proposed budget to the Greater Salt Lake Municipal Services District, the Council shall review the proposed budget for consistency with statute, ordinance and fiscal and budget policies including the act and recommend modifications where necessary after consultation with the Greater Salt Lake Municipal Services District Board of Trustees, other metro townships, and affected County offices, agencies and departments.
- C. The proposed budget shall projected revenues, projected expenditures, and budget requests for all funds, along with any additional items deemed necessary by the Council, with recommendations as the Council feels appropriate.
- D. In preparing the proposed budget, the Council may include a budget for capital improvements and maintenance in the capital improvements fund.
- E. The Greater Salt Lake Municipal Services District shall submit a budget calendar outlining all applicable budget related dates prior to September 1 of each year.
- F. After the Council submits the proposed budget, the Council and Greater Salt Lake Municipal Services District Board of Trustees may hold joint meetings for purposes of the Greater Salt Lake Municipal Services District Board of Trustees preparing a tentative budget.
- G. The Council may revise and update revenue projections and expenditure projections throughout the budget process and fiscal year and shall notify the Greater Salt Lake Municipal Services District as soon as possible of any adjustments to the revenue projections in the proposed, tentative, and final budgets.
- H. In the event an unforeseen reduction in revenue or other event that may require the Greater Salt Lake Municipal Services District to make an urgent or emergency appropriation budget reduction or funding shift, the Greater Salt Lake Municipal Services District shall immediately notify the Council. Within one business day of receiving, notice from the Greater Salt Lake Municipal Services District, the Mayor, Deputy Mayor or temporary Mayor shall call a special meeting or emergency meeting to discuss any necessary emergency appropriation budget reduction or funding shift. The Mayor, Deputy Mayor or temporary Mayor shall provide notice and conduct the special meeting or emergency meeting consistent with the Utah Open and Public

Meetings Act for the special or emergency meeting:

1. The Greater Salt Lake Municipal Services District shall brief the Council on the nature of the unforeseen reduction in revenue and on the Greater Salt Lake Municipal Services District's contingency plan to address the loss of revenue.
2. The Council may make a request for an urgent or emergency appropriation budget reduction of budget shift if necessary. The Greater Salt Lake Municipal Services District may only make an emergency appropriation budget reduction or budget shift if it determines that the public health, safety and welfare require action.

2.95.050 Council Budget—Final Budget

After the Greater Salt Lake Municipal Services District approves a tentative budget for the Metro Township, the Council shall adopt by resolution a final budget for the Metro Township on or before December 31st of each year for the following calendar fiscal year. The recommended final budget of the Metro Township shall be posed in the office of the Metro Township clerk/recorder, and Mayor for at least ten days prior to the public hearing. No budget may be adopted or considered unless it has been prepared and reviewed as provided in this chapter. The Council shall set the date for the time and place of the public hearing on the final budget, and advise, prior to December 1, the Mayor and Greater Salt Lake Municipal Services District of the date of the public hearing, and cause the notice to be published and posted. The Council may hold public hearings as required. The Council may also hold public budget meetings with the Mayor and affected County offices as needed. All interested parties shall have an opportunity to be heard at the public hearing pursuant to rules established by the Council. Adjustments may be made by the Council after the public hearing on the recommended final budget. The final budget shall be available in the offices of the Mayor, and Metro Township clerk/recorder during business hours for public inspections. The Mayor acting as budget officer shall file with the state auditor a certified copy of the final budget within thirty days after adoption.

2.95.060 (Reserved)

2.95.070 Budget Limitations

The Mayor, Council and Greater Salt Lake Municipal Services District shall not propose or adopt any proposed, tentative or final budget or make any appropriation in the final budget of any fund that exceeds the estimated expendable revenue, including fund balances and reserves, of the fund for the fiscal year as required by state law.

2.95.080 Final Adopted Budget Amendments

The Council may amend a final fiscal year budget pursuant to law and any budget increase in any fund shall require five days' notice and a public hearing except under emergency conditions declared by the Council. If the Council amends the budget, the Greater Salt Lake Municipal Services District shall amend the budget to account for the same.

2.95.090 Budget And Financial Policies

The Council may adopt policies or issue orders not inconsistent with the law or these ordinances in regard to the budget process.

Draft

COPPERTON METRO TOWNSHIP COUNCIL

RESOLUTION # _____

_____, 2019

**A RESOLUTION OF THE COPPERTON METRO TOWNSHIP COUNCIL
DECLARING COPPERTON METRO TOWNSHIP'S INTENT TO
PARTICIPATE IN THE UTAH COMMUNITY RENEWABLE ENERGY ACT**

WHEREAS, the 2019 Utah legislature passed, and Governor Gary Herbert signed, H.B. 411, Community Renewable Energy Act, Utah Code Ann. § 54-17-901, et seq., (the "**Act**");

WHEREAS, the Act authorizes the Utah Public Service Commission to establish a community renewable energy program whereby metro townships, acting on behalf of their residents, may cooperate with qualified utilities to provide electric energy for participating customers entirely from renewable energy resources;

WHEREAS, the Act requires participating metro townships to adopt a resolution no later than December 31, 2019, that states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from a renewable energy resource by 2030; and

WHEREAS, it is in the interest of the Copperton Metro Township and its residents to participate in the Act, and to state and affirm such goal.

NOW, THEREFORE, BE IT RESOLVED by the Copperton Metro Township Council that effective immediately:

1. It is the Copperton Metro Township's goal to achieve an amount equivalent to 100% of the annual electric energy supply for participating customers from a renewable energy resource by 2030 pursuant to Utah Code Ann. §54-17-903(2)(a).

2. Pending program approval and development by the Utah Public Service Commission, the Copperton Metro Township shall begin the process of fulfilling the Act's requirements as described in Utah Code Ann. § 54-17-903, including entering into an agreement with a qualified utility and adopting an ordinance approving the program.

APPROVED and ADOPTED in the Copperton Metro Township, Salt Lake County, Utah this ____ day of _____, 2019.

By: _____
Sean Clayton, *Mayor*

ATTEST:

By: _____
Sherrie Swensen, *Salt Lake County Clerk*
Copperton Metro Township Recorder

Voting:

Council Member Bailey voting	_____
Council Member Clayton voting	_____
Council Member Patrick voting	_____
Council Member Pazell voting	_____
Council Member Severson voting	_____



Copperton Metro Township Council
Regular Meeting Schedule for 2020

Location: Bingham Canyon Lions Club

8725 W Hillcrest Street

Copperton, Utah 84006

Regular Council Meetings will take place on the third Wednesday of each month starting at 6:30 pm, provided that the Council may change specific meeting dates as circumstances may require. The public is encouraged to attend.

- January 15, 2020
- February 19, 2020
- March 18, 2020
- April 15, 2020
- May 20, 2020
- June 17, 2020
- July 15, 2020
- August 19, 2020
- September 16, 2020
- October 21, 2020
- November 18, 2020
- December 16, 2020*

Upon request, with 5 working days' notice, reasonable accommodations for qualified individuals may be provided. Please contact Sean Clayton at 801-615-3900. TTY users should call 711.

Meetings may be closed for reasons allowed by statute.

*Public hearing for 2021 Administrative Budget

COPPERTON METRO TOWNSHIP

FRANCHISE ORDINANCE COMCAST, INC.

ORDINANCE NO. _____

DATE _____

AN ORDINANCE GRANTING A FRANCHISE TO COMCAST OF UTAH II, INC. AND COMCAST OF CALIFORNIA/MASSACHUSETTS/MICHIGAN/UTAH, INC. TO OPERATE AND MAINTAIN A CABLE SYSTEM IN COPPERTON METRO TOWNSHIP; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR TOWNSHIP REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; AND PRESCRIBING PENALTIES FOR VIOLATION OF THE FRANCHISE PROVISIONS.

WHEREAS, Comcast of Utah II, Inc., and Comcast of California/Massachusetts/Michigan/Utah, Inc (collectively, “Grantee”), a Utah corporation^[NSB1], desires to operate and maintain a cable system within Copperton Metro Township (“Copperton” or “Franchising Authority”); and

WHEREAS, the Copperton Council has determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet Copperton’ future cable-related needs of Copperton; and

WHEREAS, the Copperton Council has determined that it is in the best interest of the citizens of the Township to grant a franchise to Questar to use the roads and streets within the Township for such purpose;

NOW THEREFORE, the Copperton Metro Township Council Ordains as Follows:

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. “Franchising Authority” means Copperton Metro Township, or the lawful successor, transferee, or assignee thereof.

H. “Grantee” means Comcast of Utah II, Inc. or Comcast of California/Massachusetts/Michigan/Utah, Inc. or the lawful successor, transferee, or assignee thereof.

I. “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 shall 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, cable Internet services to the extent this service is considered to be a Cable Service as defined by law, 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. Gross Revenues do not include 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.

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

K. “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.

L. "Service Area" means the present 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.

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

N. "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 deemed necessary or appurtenant to the Cable System.

2.2. Authority Over Non-Cable Services. To the extent allowed by law, the Franchising Authority shall retain the authority to regulate and receive compensation for Non-Cable Services. If the Grantee is allowed by law and chooses to provide Non-Cable Services, the Grantee and the Franchising Authority will negotiate the terms and fees in accordance with applicable law.

2.3. 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 township 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.

2.4. Competitive Equity. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within Copperton Metro Township; provided, the Franchising Authority agrees that, within ninety (90) days of the Grantee's request, it 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 insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; Public, Education, and Government access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

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. All replacement and restoration work under this section shall be subject to the approval and acceptance of the Franchising Authority.

3.3. Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than five (5) 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.

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 on 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. Nevertheless, nothing in this paragraph 3.5 shall authorize the Grantee to trim trees or other natural growth not located in the public way without the prior written consent of the owner of such trees or other natural growth.

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. Underground Construction. 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. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

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 the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench. Grantee shall negotiate with developer for payment of reasonable costs for such access.

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 Extension 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), sheriff sub-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 of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed.

3.15. Customer Service Standards.

A. Cable System office hours and telephone availability

1. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to Subscribers twenty-four hours a day, seven days a week.

- a. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours.
- b. After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.

2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, will not exceed thirty seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed thirty seconds. These standards will be met no less than ninety percent of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis.

3. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints indicates a clear failure to comply with the standards.

4. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three percent of the time.

5. Customer service center and bill payment locations will be open during Normal Business Hours and will be conveniently located.

B. Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five percent of the time, as measured by the Grantee on a quarterly basis:

1. Standard installations will be performed within seven business days after an order has been placed. Standard installations are those that are located up to 125 feet from the existing distribution system.

2. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

3. The Grantee will provide “appointment window” alternatives for installations, service calls, and other installation activities, which will be either a specific time, or at maximum, a four-hour time block during Normal Business Hours.

4. The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

5. If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

C. Communications between the Grantee and Subscribers.

1. Notifications to Subscribers:

a. The Grantee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:

- i. Products and services offered;
- ii. Prices and options for services and conditions of subscription to programming and other services;
- iii. Installation and service maintenance policies;
- iv. Instructions on how to use the service;
- v. Channel positions of programming carried on the Cable System; and
- vi. Billing and complaint procedures, including the address and telephone number of the local Franchising Authority’s cable office.

- b. Subscribers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the Cable System and in writing. Notice will be given to Subscribers a minimum of thirty days in advance if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty days in advance of any significant changes in the other information required by the preceding paragraph.

2. Billing:

- a. Bills will be clear, concise, and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly describe all activity during the billing period, including optional charges, rebates, and credits.
- b. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within thirty days from receipt of the complaint.

3. Refund checks will be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if service is terminated.

4. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

The franchising authority reserves its right to establish lawful standards beyond those established by this franchise including:

- 1. Customer service requirements;
- 2. Construction schedules and other construction related requirements;
- 3. Consumer protection laws.

3.16. Educational and Government Access Channels.

- A. Grantee's Provision of Education and Government Access Channels. Upon request by the Franchising Authority, the Grantee shall make available one (1) channel to be used for education and governmental cablecast programming. When first-run programming on the first educational and governmental access channel occupies fifty percent of the hours between 11:00 a.m. and 11 p.m., for any twelve consecutive weeks, the Franchising Authority may request the use of one additional channel for the same purpose. The additional channel must maintain programming twenty-five percent of the hours between 11:00 a.m. and 11:00 p.m. for twelve consecutive weeks. If this level of programming is not maintained, the channel will return to the Grantee for its use. The Grantee also reserves the right to program the designated educational and governmental channels during the hours not used by the Franchising Authority.

If programming time is not used the Franchising Authority and is available for sharing, the channels may be shared with other municipalities receiving programming from the common head end receive site location. The Franchising Authority shall agree to indemnify, save, and hold harmless the Grantee from and against any liability resulting from the use of the aforementioned educational and governmental channels by the Franchising Authority, except for liability resulting from program time shared with other municipalities.

- B. Educational and Government Access Capital Contributions. At any time during the term of this Franchise the Franchising Authority may require that the Grantee prospectively provide a “Capital Contribution,” paid annually during the remaining term of the Franchise, to be used specifically for educational and governmental access as provided for in Paragraph 3.16.A. (“Grantee’s Provision of Educational and Government Access Channels”). The Franchising Authority shall give the Grantee ninety (90) days written notice of such a requirement. The amount of the Capital Contribution payable by the Grantee to the Franchising Authority shall not exceed One Dollar and Twenty Cents (\$1.20) per year per primary connection. The Franchising Authority agrees that all amounts due to the Franchising Authority by the Grantee as the Capital Contribution may be added to the price of cable services, prorated monthly, and collected from the Grantee’s Subscribers as “external costs,” as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as the Capital Contribution may be separately stated on Subscriber’s bills as permitted in 47 C.F.R. 76.985. The Capital Contribution will be payable by Grantee to the Franchising Authority after: a) the approval of the Franchising Authority, if required, to the inclusion of the Capital Contribution on Subscribers’ bills including any required approval pursuant to 47 C.F.R. 76.933; b) notice to Grantee’s Subscribers of the inclusion; and c) the collection of the Capital Contribution by the Grantee from its Subscribers. The “Capital Contributions” are not to be considered in the calculation of Franchise Fees pursuant to this Franchise.

SECTION 4

Regulation by the Franchising Authority

4.1. Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise). 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. The franchise fee payment shall be due quarterly and payable 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 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 for determining 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

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.

On an annual basis, upon thirty (30) days prior written notice, the Franchising Authority, including the Franchising Authority's Auditor or his/her authorized representative, shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration and enforcement of this Franchise, in accordance with GAAP. If the audit shows that franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the total cost of the audit. Such cost shall not exceed five thousand dollars (\$5000) for each year of the audit period without Grantee's prior written consent. The Franchising Authority's right to audit and the

Grantee's obligation to retain records related to a franchise fee audit shall expire three (3) years after each franchise fee payment has been made to the Franchising Authority.

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 two million dollars (\$2,000,000) 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 written request, 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, hold harmless, and defend the Franchising Authority, its officers, boards and employees, 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 for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority.

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 subsection 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:

Copperton Metro Township Clerk
2001 South State Street, N2-700,
Salt Lake City, Utah, 84190^[NSB2]

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

Comcast Cable Communications
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 subsections 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 _____, _____, pursuant to the provisions of applicable law. This Franchise shall expire on the _____ day of _____, _____, unless extended by the mutual agreement of the parties.

COPPERTON METRO TOWNSHIP COUNCIL

By: _____

Sean Clayton, Mayor

ATTEST

APPROVED AS TO FORM:

Sherrie Swensen, Clerk/Recorder

Nathan Bracken, Metro Township Attorney

VOTING

Council Member Bailey voting	_____
Council Member Clayton voting	_____
Council Member Patrick voting	_____
Council Member Pazell voting	_____
Council Member Severson voting	_____

(Complete as Applicable)

Summary of ordinance published in newspaper on: _____

Effective date of ordinance: _____

**SUMMARY OF
COPPERTON METRO TOWNSHIP ORDINANCE NO. _____**

Copperton Metro Township Ordinance No. _____ grants a franchise to Comcast of Utah II, Inc., and Comcast of California/Massachusetts/Michigan/Utah, Inc., to operate and maintain a cable system in the Township; sets forth conditions accompanying the grant of the franchise; provides for Township regulation and administration of the cable system; and prescribes penalties for violation of the franchise provisions.

By _____
Sean Clayton, Mayor

ATTEST:

By _____
Copperton Metro Township Clerk

Council Member Bailey voting	_____
Council Member Clayton voting	_____
Council Member Patrick voting	_____
Council Member Pazell voting	_____
Council Member Severson voting	_____

A complete copy of Ordinance No. _____ is available in the office of the Copperton Metro Township Clerk, 2001 South State Street, N2-700, Salt Lake City, Utah

Summary published in newspaper on: _____

Effective date of ordinance: _____

ACCEPTANCE OF FRANCHISE

This is to certify that Comcast of Utah II, Inc., and Comcast of California/Massachusetts/Michigan/Utah, Inc: (1) accepts this franchise to operate and maintain a cable system within the Copperton Metro Township as approved; (2) agrees that it will be bound by and observe and carry out the terms and conditions of the franchise; and (3) designates the following representative to receive and respond to issues in connection with the franchise:

Comcast Cable Communications
9602 South 300 West
Sandy, UT 84070

with a copy to:

Comcast Corporation
Legal Department
1701 John F Kennedy Blvd.
Philadelphia, PA 19103

This Acceptance of Franchise is signed on behalf of the corporation and by authority of a resolution of its Board of Directors.

Dated at Salt Lake City, Utah _____ day of _____, 20____.

COMCAST OF UTAH II, INC., AND
COMCAST OF
CALIFORNIA/MASSACHUSETTS/MICH
IGAN/UTAH, INC:

By its_____

COPPERTON METRO TOWNSHIP

**FRANCHISE ORDINANCE
QWEST BROADBAND SERVICES, INC.**

ORDINANCE NO. _____, 20__

AN ORDINANCE GRANTING A FRANCHISE TO QWEST BROADBAND SERVICES, INC D/B/A CENTURYLINK TO OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE COPPERTON METRO TOWNSHIP; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR TOWNSHIP REGULATION AND ADMINISTRATION OF THE CABLE TELEVISION SYSTEM; AND PRESCRIBING PENALTIES FOR VIOLATION OF THE FRANCHISE PROVISIONS.

WHEREAS, the Copperton Metro Township (the "Township") is authorized to grant and renew franchises for the installation, operation, and maintenance of cable television systems and otherwise regulate cable communications services within the Township boundaries by virtue of federal and state statutes, by the Township's police powers, by its authority over its public rights-of-way, and by other Township powers and authority;

WHEREAS, Qwest Broadband Services, Inc. d/b/a/ CenturyLink ("CenturyLink") desires to provide cable communications services and to construct, operate, and maintain a cable television system within the Township; and

WHEREAS, the Township, after due consideration, hereby finds that it would serve the public interest of the citizens of the Township to approve granting CenturyLink a franchise to construct, operate, and maintain a cable television system (the "Franchise") within the Township subject to the terms and conditions hereinafter set forth.

WHEREAS, the Township finds that the development of internet service is essential for Copperton Metro Township and provides great economic and social benefit to citizens and businesses within the Township. Because of the complex and rapidly changing technology associated with internet service, the Township further finds that the public convenience, safety, and general welfare can be achieved by establishing regulatory powers. It is the intent of this ordinance to attain the best possible public interest and public purpose for the residents of the Township.

NOW, THEREFORE, the Township ordains as follows:

Section 1. Definitions

For the purpose of this Franchise, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words

used in the present tense include the future; words in the plural include the singular; and words in the singular include the plural. The word "shall" is always mandatory and not merely directive.

A. "Act" shall mean the Communications Act of 1934, including the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

B. "Cable Service" shall have the meaning provided under Federal law and regulations.

C. "Cable System" shall have the meaning provided under Federal law and regulations.

D. "Gross Revenues" shall mean all revenue of any kind or nature, less related bad debts up to a maximum of two percent (2 %) annually of such cash, credits, and property, received directly or indirectly by CenturyLink, its affiliates, subsidiaries, parent and any person, firm, or corporation in which CenturyLink has a financial interest or which has a financial interest in CenturyLink arising from or attributable to CenturyLink's operation of its Cable System to provide Cable Services (as defined from time to time by applicable federal law) within the Township, including, but not limited to:

1. Revenue from all charges for services provided to Subscribers;
2. Revenue directly derived and attributable to the sale of commercial advertising upon the Cable System;
3. Revenue from all charges for the leased use of studios;
4. Revenue from all charges for the use of or lease of leased access channels;
5. Monthly recurring Revenue from all charges for the installation, removal, connection, and reinstatement of equipment necessary for a Subscriber to receive Cable Services;
6. Revenue from the sale, exchange, use, or cablecast of any programming developed for community use or institutional Users.

"Gross Revenues" shall not include taxes or fees (except the Franchise Fee as defined below) collected by CenturyLink on behalf of any governmental authority; any increase in the value of stock, security, or asset; any surcharges for underground conversion of cable plant costs; any increase in the value of any stock, security, or asset; the value of complimentary service provided to CenturyLink's employees; and dividends or other distributions made in respect to any stock or securities; or value received by CenturyLink or any of its affiliates through cooperative advertising.

"Gross Revenues" shall not include cash, credit, property of any kind or nature, or other consideration received by CenturyLink's affiliates or any person, firm, or corporation ("Related Person") in which CenturyLink has a financial interest or which has a financial interest in a Franchisee for any sales of advertising on the Cable System, services to provide programming on the Cable System, production services, and other services which are Cable Services when such

services are provided by a Related Person, which has all the following characteristics: the Related Person is a separate legal entity, with separate employees, with separate financial records (which may be part of consolidated financial reporting records), and a separate mission; it makes payments to CenturyLink which meet market standards for the services and industries involved, even if it does not offer and provide its services to persons other than CenturyLink in the same industry as CenturyLink; and it was established for valid business purposes and not with the intent and purpose of circumventing payment. Nothing contained in this exclusion from Gross Revenues shall be interpreted to exclude from Gross Revenues such cash, credit, property of any kind or nature or other consideration which would be considered CenturyLink 's Gross Revenues derived from the operation of the Cable System to provide Cable Services under the Cable Act. Except for Gross Revenue from such sales of advertising on the Cable System, services to provide programming on the Cable System, production services, or telecommunication services which are Cable Services received by such Related Person, this paragraph shall not exclude from Gross Revenues any source of Gross Revenues, which an existing franchisee itself is receiving at the time it is granted a Franchise under this provision.

E. "Living Unit" means a distinct address as tracked in the QC network inventory, used by CenturyLink to identify existing or potential Subscribers. This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums), and business locations.

F. "Person" shall mean any person, firm, partnership, association, corporation, company, or organization of any kind other than the Township.

G. "QC" means Qwest Corporation d/b/a CenturyLink ("QC"), an Affiliate of CenturyLink.

H. "Qualified Living Unit" means any Living Unit designated as qualified for Cable Service in QC's loop qualification network inventory.

I. "Service Area" shall mean the territory within the boundaries of the Township.

J. "Street" and "Public Right-of-Way" shall have the meaning set forth in applicable Township Code or rules as defined below.

K. "Subscriber" shall mean an authorized recipient lawfully receiving Cable Service provided by CenturyLink by means of or in connection with the Cable System, whether or not a fee is paid for such service.

L. "Township Code" shall mean the code, rules, and regulations adopted by Copperton Metro Township, from time to-time.

M. "Reasonable Notice" shall mean the following: Unless otherwise defined herein, reasonable notice means the delivery of written notice to the other party at least thirty (30) days prior to the action proposed for the alleged defect, situation, or default. In the event of any emergency that poses an immediate risk of harm to the health, safety, welfare, or property of the residents of the Township, reasonable notice shall be construed to mean written or verbal notice of the action, condition or defect, or situation as soon as practicable under the circumstances.

N. “Multiple Dwelling Unit” or “M.D.U.” means any adjacent building(s), such as apartments under common ownership, containing more than four dwelling units used as living quarters.

Section 2. Grant of Franchise

This nonexclusive Franchise is hereby granted to CenturyLink for the Term of ten (10) years, and subject to the terms, conditions, and limitations hereinafter stated, to use the Streets or Public Rights-of-Way of the Township now or hereafter laid out or dedicated, and all extensions thereof, and additions thereto, to construct, erect, operate, and maintain in, upon, along, across, above, over, and under the aforementioned Streets and/or Public Rights-of-Way in the Township, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the Township of a Cable System for the reception, sale, and distribution of Cable Service and for any and all other lawful purposes.

Any Affiliate of CenturyLink directly involved in the offering or delivery of Cable Services in the Service Area, or directly involved in the management or operation of the Cable System in the Service Area, shall comply with the obligations of this Franchise. However, the Parties acknowledge that Qwest Corporation d/b/a CenturyLink (“QC”), an Affiliate of CenturyLink, shall be primarily responsible for the construction and installation of the facilities in the Streets which will be utilized by CenturyLink to provide Cable Service, including Cable Services utilizing QC’s Fiber-to-the-Premises Network or Fiber-to-the-node infrastructure utilizing facilities provided by QC. So long as QC does not provide Cable Services to Subscribers in the Township, QC will not be subject to the terms and conditions contained in this Franchise. QC’s installation and maintenance of facilities in the Streets shall otherwise be subject to applicable laws and permit requirements. To the extent CenturyLink uses any third parties (whether or not affiliated with CenturyLink) to fulfill its obligations under this Franchise, CenturyLink shall ensure such parties comply with the terms and conditions of this Franchise. To the extent CenturyLink constructs and installs facilities in the Streets, such installations and facilities shall be subject to the terms and conditions contained in this Franchise.

Section 3. Area of Operation

A. Subject to the lawful exercise of the police power heretofore or hereafter granted to the Township, CenturyLink shall have the right to construct, operate, and maintain, in, on, along, and under the Streets and Public Rights of-Way of the Service Area of the Township, wires, cables, remote terminal cabinets, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the Township of a Cable System at such locations designated by CenturyLink.

B. CenturyLink shall provide Cable Services upon request from any Person in the Service Area who resides in a Qualified Living Unit.

C. Except as otherwise provided in this Franchise, CenturyLink shall provide Cable Services within seven (7) days of a request by any Person who resides in a Qualified Living Unit. A request shall be deemed made on the date of signing a service agreement, receipt of funds by CenturyLink, or receipt by CenturyLink of a verified verbal or written request.

D. In cases of new construction or property development where utilities are to be placed underground, the developer/property owner shall give CenturyLink reasonable notice of such construction or development, and of the particular date on which open trenching will be available for CenturyLink's installation of conduit and/or cable. CenturyLink shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring Cable Service to the development shall be borne by the developer/property owner unless agreed to otherwise between CenturyLink and developer.

E. CenturyLink's use of Public Rights-of-Way shall be subject to all rules and policies adopted by the Township from time to time.

Section 4. Acceptance; Effective Date; Term

A. Within sixty (60) days after the passage of this ordinance by the Township Council, CenturyLink shall send a written acceptance thereof to the Township. Such acceptance shall acknowledge that CenturyLink agrees to be bound by and to comply with the provisions contained herein.

B. The Franchise granted herein shall take effect and be in full force from and after final passage by the Township, subject to the acceptance provided in paragraph A above and shall continue in full force and effect for a period of ten (10) years (hereinafter the "Term").

Section 5. Conditions on use of Streets and Roads

A. **Trimming/Cutting Trees.** CenturyLink, upon consultation with the Township, shall have the right to trim and keep clear of its poles, wires, cables, underground conduits, manholes, and other conductors and fixtures, the trees in and along the Streets. In the exercise of such right, CenturyLink shall not cut or otherwise injure any trees to any greater extent than is reasonably necessary.

B. **Restoring Streets.** CenturyLink shall restore, reconstruct, or repair any Street and Public Right-of-Way, and any sewer, gas, effluent, water main, pipe, or fire alarm disturbed or destroyed by the exercise of any right granted to CenturyLink by this Franchise in accordance with applicable Township Code, as amended. In the event the Township determines CenturyLink has not made such restoration, reconstruction, or repair in a reasonably satisfactory manner, the Township, after giving CenturyLink notice and opportunity to correct such failure, shall have the right to carry out such restoration, reconstruction, or repair, and CenturyLink shall reimburse the Township in full for all reasonable expenses incurred by the Township in carrying out all or part of such restoration, reconstruction, or repair.

C. **Safety.** CenturyLink shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents

which are likely to cause damage, injuries, or nuisances to the public. All structures and lines, equipment, and connections in, over, under, and upon the Streets, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair. Any opening or obstruction in the streets shall be guarded and protected at all times by placement of adequate barriers, fences, or boardings, the bounds of which shall be clearly designated by warning lights.

D. Compliance with Applicable Laws. CenturyLink shall install and maintain its wire, cables, fixtures, and other equipment in accordance with applicable Township Code, as amended, any building codes, or other construction standards imposed by the Township, and the applicable sections of the National Electric Safety Code as revised during the Term and in such manner as shall not interfere with any installations of the Township or of any public utility serving the Township.

E. Temporary Moving of Wires. CenturyLink shall, on the request of any Person holding a building-moving permit issued by the Township, temporarily relocate its facilities to permit the moving of buildings, water, effluent or sewer lines on Streets and/or Public Rights-of-Way. The expense of such relocation shall be paid by the Person requesting the same, and CenturyLink shall have the authority to require such payment. CenturyLink shall be given not less than five (5) business days' notice to arrange for such relocation.

F. Inspection. The Township shall have the right to inspect all construction or installation work performed in, over, under, and upon the Streets, subject to the provisions of this Franchise, and make such inspections as it shall find necessary to ensure compliance with the terms of this Franchise.

G. Location of Distribution Lines: Poles/Underground Cable. No poles or structures shall be erected by CenturyLink without prior approval of the Township, through established permit procedures pursuant to applicable Township Code, as amended. The location of any pole or structure shall be removed or modified by CenturyLink whenever the Township determines that the public health, safety, and welfare would be negatively affected. If the Township requires the removal or relocation of part of the Cable System, such removal or relocation shall be solely at CenturyLink's expense.

H. Moving of CenturyLink Property. CenturyLink shall, upon reasonable notice from the Township, protect, support, temporarily disconnect or relocate its property in the Street or Public Rights-of-Way when required by the Township or State by reason of traffic conditions, public safety, street closing or abandonment, highway or street construction, change or establishment of street grade, or any other types of structures or improvements. The Township shall bear the cost to the extent such request for relocation or disconnection is for aesthetic purposes.

Section 6. Construction and Operation

A. All installation and maintenance of electronic equipment shall be in accordance with the applicable sections of the current edition of the National Electric Safety Code and all State as well as all applicable Township codes.

B. All working facilities, conditions, and procedures used or occurring during construction and maintenance of the Cable System shall comply with the standards of the Occupational Safety and Health Administration.

C. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner, and in close coordination with public and private utilities serving the Township following accepted construction procedures and practices and working through existing committees and organizations.

D. Any antenna structure used in the Cable System shall comply with construction, marking, and lighting of antenna structures required by the United States Department of Transportation. CenturyLink shall obtain a special use permit from the Township prior to the installation of any such antenna structure.

E. CenturyLink shall not intentionally interfere with television reception of Persons not served by CenturyLink, nor shall the Cable System interfere with, obstruct, or hinder in any manner, the operation of the various utilities serving the residents within the confines of the Township. Specifically, CenturyLink shall not interfere, obstruct, or hinder in any manner, the Township's communications systems, water system, sewer system, fire department system, police department system, public works systems, or court system.

F. CenturyLink shall not be required to make Cable Service available to residents of an M.D.U. project until a mutually acceptable agreement granting CenturyLink access to the M.D.U. has been executed and delivered by CenturyLink and the property owner.

G. CenturyLink shall at all times fully comply with all Township requests regarding its work within the Public Rights-of-Way.

Section 8. Channel Capability

A. CenturyLink shall use reasonable efforts; to provide a minimum of two hundred (200) channels. CenturyLink shall provide broad categories of services. Suggested broad categories of video programming are:

1. Educational programming;
2. News and information;
3. Sports programming;
4. General entertainment (including movies);
5. Children's programming;
6. Family programming;
7. Culture and performing arts;
8. Science/documentary;
9. Weather information;
10. Ethnic programming; and,
11. Governmental affairs.

CenturyLink shall carry the signals of local broadcast stations in the Salt Lake City Metropolitan area that have indicated to CenturyLink their "must carry" designation as well as broadcast stations that have executed "retransmission consent" agreements with CenturyLink in accordance with FCC regulations and federal law.

B. Upon request by the Township, CenturyLink shall make available one (1) channel to be used for educational and governmental cablecast programming. When first-run programming on the first educational and governmental access channel occupies fifty percent of the hours between 11:00 a.m. and 11 p.m., for any twelve consecutive weeks, the Township may request the use of one additional channel for the same purpose. The additional channel must maintain programming twenty-five percent of the hours between 11:00 a.m. and 11:00 p.m. for twelve consecutive weeks. If this level of programming is not maintained, the channel will return to CenturyLink for its use. CenturyLink also reserves the right to program designated educational and governmental channels during the hours not used by the Township or other governmental entities. If programming time is not used by the Township and is available for sharing, the channels may be shared with other municipalities receiving programming from the common head end receive site location. The Township shall agree to indemnify, save, and hold harmless CenturyLink from and against any liability resulting from the use of the aforementioned educational and governmental channels by the Township, except for liability resulting from program time shared with other municipalities. CenturyLink shall not have to provide any channel capacity beyond that provided by any other licensed cable provider in the Township.

C. At any time during the term of this Franchise, the Township may require that CenturyLink prospectively provide a "Capital Contribution" during the remaining term of the Franchise, to be used specifically for educational and governmental access. The Township shall give CenturyLink ninety (90) days written notice of such a requirement. The amount of the Capital Contribution payable by CenturyLink to the Township shall not exceed ten cents per month, per Subscriber, to be remitted annually. The payment shall be due no later than forty-five (45) days after the end of the calendar year. All amounts paid as the Capital Contribution may be separately stated on Subscribers' bills as permitted in 47 C.F.R. 76.985. The Capital Contribution shall be payable by CenturyLink to the Township after: (a) the approval of the Township, if required, to the inclusion of the Capital Contribution on Subscribers' bill, including any required approval pursuant to 47 C.F.R. 76.933; (b) notice to CenturyLink's Subscribers of the inclusion; and (c) the collection of the Capital Contribution by CenturyLink from its Subscribers. The "Capital Contributions" are not to be considered in the calculation of Franchise Fees pursuant to this Franchise. CenturyLink shall never be required to pay a different amount than being collected from the incumbent cable provider for a capital contribution.

D. CenturyLink may make all PEG channels available on a mosaic display.

Section 9. Conduct of Operations

A. CenturyLink shall render efficient Cable Service, make repairs promptly, and interrupt Cable Service only for good cause and for the shortest time possible. CenturyLink shall use reasonable efforts to assure that such interruptions will occur during periods of minimum system use.

B. CenturyLink shall comply with all Federal Communications Commission rules and

regulations, both present and future.

Section 10. Indemnification

A. The Township shall in no way be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur in the construction, operation, or maintenance by CenturyLink of its Cable System.

B. CenturyLink shall indemnify, hold harmless, and defend the Township, its officers, agents and employees from and against all claims, demands, suits, costs, liens, liabilities, injuries, and damages of whatsoever kind resulting directly or indirectly from, or arising out of: (1) any acts or omissions of or by CenturyLink, its agents, representatives, officers, employees, or subcontractors in connection with CenturyLink's use of the Public Rights-of-Way within the Township; or (2) CenturyLink's failure to inspect, discover, correct, or otherwise address any defect, dangerous condition, or other condition created by or resulting from CenturyLink's use of the Public Rights-of-Way within the Township. CenturyLink agrees that its duty to defend and indemnify the Township under this Franchise includes reasonable attorney's fees, litigation and court costs, and expert witness fees.

C. Notwithstanding any provision hereof to the contrary, CenturyLink shall not be obligated to indemnify, defend, or hold the Township harmless to the extent any claim, demand, suit, cost, lien, liability, injury, or damage arises out of or in connection with any negligent or willful act or failure to act of the Township or any of its officers, agents, or employees.

Section 11. Insurance

11.1 General Insurance Requirements for all Policies.

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date before the effective date of this Franchise, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Franchise or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the Township.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

1.A. Currently rated A- or better by A.M. Best Company; and

1.B. For construction contracts only, the insurer must also have an A.M. Best Company financial-size category rating of not less than VII.

— OR —

2. Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

C. CenturyLink shall furnish evidence of insurance, acceptable to the Township, verifying compliance with the insurance requirements herein prior to CenturyLink's written acceptance of this Franchise. In the event any work is subcontracted, CenturyLink shall require its contractor, at no cost to the Township, to secure and maintain all minimum insurance coverages required of CenturyLink hereunder.

D. CenturyLink's insurance policies shall be primary and non-contributory to any other coverage available to the Township. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the Township.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, CenturyLink shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the Township, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the Township.

F. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the Township.

G. In the event CenturyLink fails to maintain and keep in force any insurance policies as required herein, the Township shall have the right at its sole discretion to obtain such coverage and charge CenturyLink for the costs of said insurance.

11.2 Required Insurance Policies. CenturyLink, at its own cost, shall secure and maintain during the term of this Franchise, including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation and employer's liability insurance as required by the State of Utah, and employer's liability coverage in the amount of \$1,000,000 per loss. Proof of workers' compensation coverage is required unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, CenturyLink shall require its contractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance, on an occurrence form, with the Township as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the Township, CenturyLink, and any contractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from CenturyLink's operations under this Franchise, whether performed by CenturyLink itself, any contractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the Township whether such coverage be primary, contributing, or excess.

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per person, \$2,000,000 per accident, \$500,000 per occurrence for property damage, or a single combined limit of \$2,000,000.

Section 12. Unauthorized Connections or Modifications

A. It is unlawful for any Person to make any connection, extension, or division whether physically, acoustically, inductively, electronically, or otherwise with or to any segment of the Cable System for any purpose whatsoever, without the express consent of CenturyLink.

B. It is unlawful for any Person to willfully interfere, tamper, remove, obstruct, or damage any part, segment, or content of the Cable System for any purpose whatsoever.

C. Any Person convicted of a violation of this section shall be subject to the maximum penalty allowed by Federal, State, and local law. The Township agrees to cooperate with CenturyLink in the prosecution of any such violations.

Section 13. Franchise Fee

A. CenturyLink shall pay to the Township quarterly, within sixty (60) days following the end of each quarter, an amount equal to five percent (5%) of CenturyLink's quarterly Gross Revenues ("Franchise Fee"). The Franchise Fee shall be deemed to reimburse the Township for the rights granted herein and/or all costs of regulation and administration of the Franchise.

B. Notwithstanding any provision to the contrary, CenturyLink shall, in addition to the Franchise Fee described above, pay the required charges, taxes, and fees lawfully established in a code or ordinance properly adopted by the Township. CenturyLink shall be entitled to pass such charges, taxes, and fees directly to its subscribers in the Township.

C. CenturyLink, upon request of the Township, shall install and furnish, at its sole cost, a standard installation and one outlet of basic cable to those administrative buildings owned and occupied by the Township, provided that such Township buildings are designated as Qualified Living Units and no other cable service provider is providing Cable Services at such location. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from CenturyLink. 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 Township shall take reasonable precautions to prevent any use of CenturyLink's Cable System in a manner that results in any loss or damage to the Cable System. The Township shall hold CenturyLink harmless from any and all liability for claims arising out of the provision and use of Cable Service required by this subsection.

Section 14. Rates

All of CenturyLink's rates and charges shall be published (in the form of a publicly available rate card) in accordance with applicable State and Federal law and shall be nondiscriminatory as to all

persons and organizations of similar classes, under similar circumstances and conditions. CenturyLink shall apply its rates in accordance with governing law, with similar rates and charges for all subscribers receiving similar cable service, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability. Nothing herein shall be construed to prohibit CenturyLink from:

A. The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns of one (1) year or less;

B. The offering of reasonable discounts to senior citizens or economically disadvantaged citizens;

C. The establishment of different and nondiscriminatory rates and charges and classes of service for commercial customers, as well as different nondiscriminatory monthly rates for classes of commercial customers as allowable by federal law and regulations; or

D. The establishment of different and nondiscriminatory rates and charges for residential Subscribers as allowable by federal law and regulations.

Section 15. Records and Report's

A. Copies of all petitions, applications, and communications submitted by CenturyLink and directly related to CenturyLink's Franchise, to the Federal Communications Commission, Securities and Exchange Commission, or any other agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to this Franchise, shall be submitted to the Township upon written request.

B. The Township shall have the right, at its own expense, no more than one (1) time during any calendar year, and upon at least thirty (30) working days prior written notice, to inspect at CenturyLink's offices during normal business hours, all books and records directly related to this Franchise to ensure compliance with the terms of this Franchise. To the extent such information is protected by State or Federal law, the Township shall not disclose to the public or to competitors of CenturyLink any commercial or financial information reviewed by the Township pursuant to this Franchise. If any books or records of CenturyLink are not kept in a local office and if the Township determines that an examination of such records is necessary or appropriate for the performance of any of the Township's duties, administration, or enforcement of this ordinance, then all reasonable travel and related expenses incurred in making such examination shall be paid by CenturyLink.

C. Throughout the term of the Franchise, CenturyLink shall provide the Township with an annual report of its operations of the Cable System in the Service Area, including the number of Subscribers, the anticipated construction and maintenance of its facilities, and its general plans to increase availability in the following year. CenturyLink shall not be required to disclose any protected or confidential information as part of this annual report. CenturyLink also agrees to meet with the Township on an annual basis upon fifteen (15) days prior written request from the Township. Matters to be discussed include, but are not limited to: Customer service,

System performance, technical issues, and other matters related to CenturyLink's operation of the Cable System.

Section 16. Franchise Renewal

Any renewal of this Franchise shall be in accordance with the renewal provisions of the Cable Act as codified at the time of the renewal and any relevant provisions of the Township Code, as amended.

Section 17. Transfer of Franchise

CenturyLink shall not transfer this Franchise to another party, person, or entity except to a company controlling, controlled by, or under common control with CenturyLink, without complying with the provisions of the Cable Act.

Section 18. Termination; Cancellation

A. In addition to all other rights and powers pertaining to the Township by virtue of this Franchise or otherwise, the Township reserves the right, after reasonable notice to CenturyLink and after reasonable opportunity of CenturyLink to cure any alleged Franchise Violation, to terminate and cancel this Franchise and all rights and privileges of CenturyLink hereunder in the event that CenturyLink:

1. Willfully fails to reasonably carry out any provision of this Franchise or any rule, order, or determination of the Township pursuant to this Franchise; or
2. Becomes insolvent, unable, or unwilling to pay its debts, or is adjudicated bankrupt.

B. Such termination and cancellation shall be by resolution duly adopted after sixty-day notice to CenturyLink and shall in no way affect any of the Township's rights under this Franchise or any provision of law.

Section 19. Force Majeure

With respect to any provision of this Franchise, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture, or other sanction upon CenturyLink, such violation or noncompliance shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, strike, or other events, the occurrence of which was not reasonably foreseeable by CenturyLink and is beyond CenturyLink's reasonable control.

Section 20. Miscellaneous

A. The right is hereby reserved by the Township to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations, as it shall find

to be in the best interests of the Township, so long as such actions do not materially affect the rights of CenturyLink hereunder.

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

C. The Township acknowledges that acceptance of the terms and conditions of this Franchise shall not constitute, or be deemed to constitute, a waiver, either expressed or implied, by CenturyLink of any constitutional or legal right which CenturyLink may have or may be subsequently determined to have, either by current or subsequent legislation or court decisions. The Township acknowledges that CenturyLink hereby reserves its rights under applicable Federal and State constitutions and law.

D. This Franchise shall be governed by the laws of the State of Utah.

E. Any controversy or claim arising out of or relating to this Franchise, or the breach thereof, shall be settled by arbitration before a single arbitrator in accordance with the Utah Uniform Arbitration Act, UTAH CODE ANN. §§ 78B-11-10 1 to 131, with the arbitration proceeding being administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

F. All notices or correspondence to be served upon the Township or CenturyLink by the other party shall be in writing and delivered by first class mail, postage prepaid or by facsimile or by a national express mail service.

Notices or correspondence to the Township shall be addressed as follows:

Copperton Metro Township Clerk
2001 South State Street, N2-700,
Salt Lake City, Utah, 84190^[NSB1]

Notices or correspondence to CenturyLink shall be addressed as follows:

Qwest Broadband Services, Inc. d/b/a CenturyLink
Attention: Public Policy
1801 California Street, 10th Floor
Denver, CO 80202

With a copy to:

CenturyLink
Attention: Public Policy
250 E. 200 S., 16th Floor
Salt Lake City, Utah 84111

The Township or CenturyLink may designate such other address or addresses from time to time by giving written notice to the other as set forth above.

APPROVED and ADOPTED this ____ day of _____, 20__.

COPPERTON METRO TOWNSHIP

COUNCIL

By: _____

Sean Clayton, Mayor

ATTEST

APPROVED AS TO FORM:

Sherrie Swensen, Clerk/Recorder
VOTING

Nathan Bracken, Metro Township Attorney

Council Member Bailey voting	_____
Council Member Clayton voting	_____
Council Member Patrick voting	_____
Council Member Pazell voting	_____
Council Member Severson voting	_____

(Complete as Applicable)

Summary of ordinance published in newspaper on: _____

Effective date of ordinance: _____

SUMMARY OF
COPPERTON METRO TOWNSHIP ORDINANCE NO. [number]

Copperton Metro Township Ordinance No. [number] grants a franchise to Qwest Broadband Services, Inc. d/b/a CenturyLink to operate and maintain a cable television system in the Copperton Metro Township; setting forth conditions accompanying the grant of the franchise; providing for Township regulation and administration of the cable television system; and prescribing penalties for violation of the franchise provision.

By _____
Sean Clayton, Mayor

ATTEST:

By _____
Copperton Metro Township Clerk

Council Member Bailey voting	_____
Council Member Clayton voting	_____
Council Member Patrick voting	_____
Council Member Pazell voting	_____
Council Member Severson voting	_____

A complete copy of Ordinance No. _____ is available in the office of the Copperton Metro Township Clerk, 2001 South State Street, N2-700, Salt Lake City, Utah

Summary published in newspaper on: _____
Effective date of ordinance: _____

ACCEPTANCE OF FRANCHISE

This is to certify that Qwest Broadband Services, Inc. d/b/a CenturyLink: (1) accepts this franchise to operate and maintain a cable system within Copperton Metro Township as approved; (2) agrees that it will be bound by and observe and carry out the terms and conditions of the franchise; and (3) designates the following representative to receive and respond to issues in connection with the franchise:

Qwest Broadband Services, Inc. d/b/a CenturyLink

Attention: Public Policy
1801 California Street, 10th Floor
Denver, CO 80202

With a copy to:

CenturyLink
Attention: Public Policy
250 E. 200 S., 16th Floor
Salt Lake City, Utah 84111

This Acceptance of Franchise is signed on behalf of the corporation and by authority of a resolution of its Board of Directors.

Dated at Salt Lake City, Utah ____ day of _____, 20__.

QWEST BROADBAND SERVICES, INC.
D/B/A CENTURYLINK

By its _____

COPPERTON METRO TOWNSHIP

FRANCHISE ORDINANCE QUESTAR GAS COMPANY

ORDINANCE NO. _____

DATE _____

AN ORDINANCE GRANTING TO QUESTAR GAS COMPANY A FRANCHISE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN COPPERTON METRO TOWNSHIP, STATE OF UTAH, AND FIXING AND PRESCRIBING THE CONDITIONS AND TERMS THEREOF.

WHEREAS, Questar Gas Company, a Utah corporation (“Questar”), desires to construct, maintain, and operate a gas distribution system within the Copperton Metro Township (“Copperton” or the “Township”); and

WHEREAS, the Copperton Council has determined that it is in the best interest of the citizens of the Township to grant a franchise to Questar to use the roads and streets within the Township for such purpose;

NOW THEREFORE, Copperton ordains as follows:

Section 1. Grant of Franchise. Copperton hereby grants to Questar a nonexclusive franchise (the “Franchise”) to construct, maintain, and operate in the present and future roads, streets, alleys, highways, and other public rights-of-way (collectively, the “Streets”) within Township limits a distribution system for furnishing natural and manufactured gas to Copperton, the Township’s inhabitants and persons for heating and other purposes. To that end, Questar shall have the right to erect, construct, equip, and maintain along, over, and under the Streets a system of underground mains and other apparatus and facilities as are reasonably necessary for supplying gas service in accordance with the Franchise.

Section 2. Term. The Franchise is granted for a term of fifteen (15) years commencing with the date on which it becomes effective pursuant to Section 18, below. Thereafter, the Franchise shall continue in effect upon the same terms and conditions for up to five (5) additional terms of five (5) years each unless either party gives written notice to the other party at least one hundred eighty (180) days prior to the end of the original fifteen (15) year period or any subsequent five-year period of its intent to terminate the Franchise at the end of such period.

Section 3. Acceptance; Questar’s Representative. Within fifteen (15) days after the passage of this ordinance, Questar shall file with the Township an unconditional written acceptance of the Franchise declaring its acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise. In its written acceptance, Questar shall designate a

representative authorized by Questar to receive and respond to issues and inquiries by Copperton in connection with the Franchise. Questar may designate a new representative from time to time on prior written notice to the Township.

Section 4. Construction and Maintenance of Facilities. All mains, pipes, laterals, and related apparatus (collectively, “Facilities”) shall be constructed, laid, and maintained so as to interfere as little as possible with traffic over and public use of the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. All facilities shall be constructed in accordance with established gas distribution construction practices and in a manner that protects the Facilities from all traffic loads. All Facilities that are installed (either as new or relocated installations) during the term of the Franchise shall be sited (to the extent reasonably possible) without unreasonable additional cost to Questar to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the Township limits.

Questar shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, other facilities, landscaping, or other improvements, public or private, used or damaged in the franchise operations, including construction, installation, and maintenance thereof.

Section 5. Crossing of Pipeline and Expansion of Highway System. It is expressly understood and agreed by the parties hereto and as part of the consideration for this Franchise that Copperton shall have the right to cross Questar’s Facilities within the Streets at any point necessary in the future construction and expansion of the Township highway or drainage system, provided that Copperton shall use due care and diligence in the protection of said Facilities in making such crossings. In this regard, prior to any such construction or expansion project, other than an emergency project necessary for the health, safety, and welfare of the Township’s citizens and their properties, Copperton shall meet with Questar to coordinate the project and to insure that all Facility-safety and other requirements relative to the construction or expansion are followed.

Section 6. Compliance with Ordinances—Conflict. Questar shall comply with all Township ordinances, including this Franchise, regulations, and requirements and shall pay all applicable excavation fees and charges that are or may be prescribed by Copperton with respect to the construction, maintenance, and operation of all Facilities as long as such ordinances, regulations, requirements, or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Questar, including this Franchise and any lawful revisions made and accepted by Questar during the term of the Franchise.

Copperton shall have the right to inspect the construction, operation, and maintenance of the Questar Facilities to ensure the proper compliance with applicable Township ordinances, regulations, and requirements. In the event Questar should fail to comply with the terms of any Township ordinance, regulation, or requirement, Copperton shall give Questar written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no applicable ordinance. After written notice and failure of Questar to make

correction, Copperton may make such correction itself and charge the cost of the same to Questar, including any minimum cost provided by ordinance. Nothing in this Franchise limits Questar's right to oppose any ordinance proposed or adopted from and after the effective date of this Franchise.

Section 7. Township Duty to Obtain Approval to Move Questar Property—Emergency. Copperton shall not, without prior written approval of Questar, intentionally alter, remove, relocate, or otherwise interfere with any Questar Facilities within the Streets. This Section 7 shall not be construed as limiting any lawful authority Copperton may have to act under circumstances it reasonably believes to constitute an emergency for the health, safety, and welfare of the Township's citizens and their properties.

Section 8. Police Power. To the extent it may lawfully do so, Copperton expressly reserves its right and duty to adopt from time to time, in addition to the provisions herein contained, such action as deemed necessary by the Township in the lawful exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties.

Section 9. Information Exchange. Upon request by either Copperton or Questar not more often than once each calendar year, Questar and Copperton shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the Township limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the Township may lawfully do so.

Section 10. Relocation. Copperton reserves the right (exercisable from time to time or at any time upon written notice to Questar) to require the removal and relocation, or reinstallation (collectively, "Relocation") of any of Questar's Facilities located in, on, along, over, across, through, or under any of the Streets. After receipt of such written notice, Questar shall diligently effect such Relocation of its Facilities as may be reasonably necessary to meet the Township's requirements. Relocation of Facilities by Questar shall be at no cost to the Township if (i) such request is for the protection of the public health, safety, and welfare (which includes, without limitation, the placement, widening, or realignment of streets; the placement or realignment of curb, gutter, sidewalks; or the placement, relocation, etc. of traffic signals, street lighting, or storm drainage facilities), and (ii) the Facilities have been installed pursuant to this or any other Questar franchise and not pursuant to a property or other similar right, including but not limited to, a right-of-way, grant, permit, or license from a state, federal, or private entity; otherwise, a Relocation required by Copperton shall be at the Township's expense.

If Copperton requires Relocation of any Facilities, Questar thereafter may maintain and operate such Facilities (and any necessary appurtenances) in a new location within Township limits without additional payment if the new location is in the Streets. Further, if a Township project is funded by federal or state monies that specifically includes an amount allocated to defray the expenses of Relocation of Facilities, then Copperton shall compensate Questar up to the extent of

such specified amount for any reasonable Relocation costs mandated by the project to the extent that the Township actually receives such federal or state funds.

Section 11. Removal of Abandoned Facilities. Questar shall remove at its own cost any discontinued or abandoned Facilities from a Township street within ninety (90) days after a determination by the Township Mayor or lawful designee, after consultation with Questar, that removal is required in order to eliminate or prevent a hazardous condition or promote future utilization of the street for a public purpose.

Section 12. Terms of Service. Questar shall furnish gas service within Township limits without preference or discrimination among customers of the same service class at reasonable rates, in accordance with all applicable tariffs of Questar approved by and on file with regulatory bodies having jurisdiction over Questar, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Questar may make and enforce reasonable rules and regulations in the conduct of its business and may require applicants for gas service ("Customers") to execute a gas service agreement as a condition to receiving service. Questar shall have the right to contract with each Customer regarding the installation of main and service lines and the control of the main and service lines from their connection with Questar's supply lines in the Streets to and including the meter on such Customer's premises. To secure safe and reliable service to the Customers, and in the public interest, Questar shall have the right to prescribe (in a uniform and non-discriminatory manner) the sizes and kinds of pipes and related Facilities to be used by each Customer and shall have the right to refuse service to any Customer who refuses to comply with Questar's permitted rules and regulations.

Section 13. Indemnification. Copperton shall not, in any way or for any purpose, be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur as a result of Questar's construction, maintenance, or operation of the Facilities or Questar's other activities within Township limits pursuant to the Franchise. Questar shall indemnify, defend, and hold Copperton, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions, and proceedings of whatsoever type(s) on account of, in connection with, or arising from the grant of the Franchise and from the exercise of Questar's rights under the Franchise, including Questar's operations within Township limits, and shall pay the reasonable cost of defense plus the Township's reasonable attorney's fees. Questar's obligation to so defend, indemnify, and hold Copperton harmless shall include, without limitation, any such claims, etc. arising from Questar's negligent acts or omissions pursuant to the exercise of the Franchise (including, for example, the construction, operation, and/or maintenance of the Facilities), whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by the Franchise. Notwithstanding any provision hereof to the contrary, however, Questar shall not be obligated to indemnify, defend, or hold Copperton harmless to the extent that any underlying claim, demand, or lien arises out of or in connection with any negligent act or omission of the Township or any of its agents, officers, or employees. This indemnification provision shall not be construed to prevent Copperton from raising any defense under the Governmental Immunity Act with regard to claims from persons not a party to this Franchise.

Section 14. Notification of Emergencies. As determined necessary and appropriate by Questar in the performance of its construction, maintenance, and operation of the Facilities in accordance with established gas distribution practices and procedures, Questar immediately shall notify Copperton of any emergency situations (including, without limitation, damages to Questar's system or to pipes, lines, or other underground apparatus of electrical, telephone, water, or other utility service providers) caused by or resulting from Questar's activities in the Streets.

Section 15. Assignment. Questar freely may assign or transfer its rights and obligations under the Franchise to any parent or subsidiary of Questar, to any entity having fifty percent (50%) or more direct or indirect common ownership with Questar, or to any successor-in-interest or transferee of Questar having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within the Township's limits; provided, however, that any such transferee or successor-in-interest shall have a minimum net worth of at least \$10 Million. Otherwise, Questar shall not transfer, assign, or delegate any of its rights or obligations under the Franchise to another entity without the Township's prior written approval, which approval shall not be unreasonably withheld or delayed. Inclusion of the Franchise as an asset of Questar subject to the liens and mortgages of Questar shall not constitute a transfer or assignment requiring the Township's prior written consent.

Section 16. Effect of Invalidity. If any portion of this ordinance is for any reason held illegal, invalid, or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of any remaining portions of this ordinance.

Section 17. Public Costs. Questar agrees to pay all necessary publication costs in connection with the grant of the Franchise.

Section 18. Preservation of Rights; Effective Date. Nothing in this Franchise shall preclude Copperton from exercising any lawful authority to impose upon, charge, or collect from Questar any lawful fee, tax, license fee, license tax, franchise fee, or similar charge, or any combination of any of the foregoing, based upon Questar's gross revenues derived from the sale and/or use of its service within the Township's limits or based upon any other method of imposing any such tax or fee, provided Copperton becomes legally authorized to do so. Similarly, nothing in this Franchise shall be construed as limiting in any way Questar's right to oppose, in any manner, any change or clarification in the law intended to permit such a charge or collection from UQuestar.

This ordinance shall become effective upon the date of acceptance by Questar as established under Section 3, above, and upon at least one publication of the ordinance or a summary of the ordinance in a newspaper published and having general circulation in the Township.

[execution on follow page – remainder of page left blank]

COPPERTON METRO TOWNSHIP COUNCIL

By: _____

Sean Clayton, Mayor

ATTEST

APPROVED AS TO FORM:

Sherrie Swensen, Clerk/Recorder

Nathan Bracken, Metro Township Attorney

VOTING

Council Member Bailey voting	_____
Council Member Clayton voting	_____
Council Member Patrick voting	_____
Council Member Pazell voting	_____
Council Member Severson voting	_____

(Complete as Applicable)

Summary of ordinance published in newspaper on: _____

Effective date of ordinance: _____

SUMMARY OF
COPPERTON METRO TOWNSHIP ORDINANCE NO. [number]

On the ____ day of _____, 20____, the Copperton Metro Township Council adopted Ordinance No. _____, granting Questar Gas Company a franchise for the construction, operation, and maintenance of a gas distribution system in Copperton Metro Township, State of Utah, and fixing and prescribing the conditions and terms thereof.

COPPERTON METRO TOWNSHIP COUNCIL

By _____
Chair/Mayor

ATTEST:

By _____
Copperton Metro Township Clerk

Council Member Bailey voting	_____
Council Member Clayton voting	_____
Council Member Patrick voting	_____
Council Member Pazell voting	_____
Council Member Severson voting	_____

A complete copy of Ordinance No. _____ is available in the office of the Copperton Metro Township Clerk, 2001 South State Street, N2-700, Salt Lake City, Utah

Summary published in newspaper on: _____
Effective date of ordinance:_____

ACCEPTANCE OF FRANCHISE

This is to certify that Questar Gas Company accepts the franchise for the construction, operation, and maintenance of a gas distribution system granted by the Copperton Metro Township, State of Utah, as evidenced by Ordinance No. [number] and adopted by the Mayor and Township Council on [date]. Questar Gas Company accepts the franchise as approved and agrees that it will be bound by and observe and carry out the terms and conditions of the franchise.

As provided in Section 3 of the Franchise Ordinance, Questar Gas Company designates the following representative to receive and respond to issues in connection with the franchise:

[name]
Questar Gas Company
P.O. Box 45360
Salt Lake City, Utah 84145-0360
(801) 324-5111

This Acceptance of Franchise is signed on behalf of the corporation and by authority of a resolution of its Board of Directors.

Dated at Salt Lake City, Utah ____ day of _____, 20__.

QUESTAR GAS COMPANY

By its _____

COPPERTON METRO TOWNSHIP

**FRANCHISE ORDINANCE
ROCKY MOUNTAIN POWER**

ORDINANCE NO. _____

DATE _____

**AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT TO ROCKY MOUNTAIN POWER IN THE
COPPERTON METRO TOWNSHIP, STATE OF UTAH, AND FIXING AND PRESCRIBING
THE CONDITIONS AND TERMS THEREOF**

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of the Copperton Metro Township (the “Municipality”) and other surrounding areas;

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

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

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

NOW, THEREFORE, be it ordained by the Municipality:

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

SECTION 2. Term. The term of this Franchise is for ten (10) years commencing on the date of acceptance by Rocky Mountain Power as set forth in Section 3 below.

SECTION 3. Acceptance by Rocky Mountain Power. Within sixty (60) days after the passage of this ordinance by the Municipality, Rocky Mountain Power shall file an unqualified written

acceptance thereof, with the Municipality Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the Municipality shall be nonexclusive and the Municipality reserves the right to use the Public Ways for itself or any other entity; provided, however, that such use shall not unreasonably interfere with existing Electric Facilities of Rocky Mountain Power or Rocky Mountain Power's rights as granted herein.

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

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

SECTION 7. Annexation.

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

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

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

With a copy to:

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

SECTION 8. Plan, Design, Construction and Installation of Rocky Mountain Power Facilities.

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

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

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

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

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

8.6 The Municipality shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for Municipality wires

used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the Municipality for a public purpose and may include the provision of CATV, internet, or similar services to the public, provided the Municipality follows Rocky Mountain Power's established process for joint use. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the Municipality shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. Municipality attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, Municipality attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process; such written approval shall not be unreasonably delayed or withheld. Rocky Mountain Power shall have the right to inspect, at the Municipality's expense, such attachments to ensure compliance with this Section 8.6 and to require the Municipality to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the Municipality. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the Municipality of such work by written notice and shall allow the Municipality to share the trench of Rocky Mountain Power to lay its own conduit therein. The Municipality shall not be obligated to share the trench costs, provided that, if the Municipality's use materially interferes with Rocky Mountain Power's Electrical Facilities or materially delays Rocky Mountain Power's project completion, then the Municipality shall pay Rocky Mountain Power's incremental costs and losses associated with such interference or delay.

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

SECTION 9. Relocations of Electric Facilities.

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

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

SECTION 10. Subdivision Plat Notification. Before the Municipality approves any new subdivision and before recordation of the plat, the Municipality shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:[A1]

Rocky Mountain Power
Attn: Property Management / Right-of-Way Department
825 NE Multnomah, Suite 1700
Portland, Oregon 97232[A2]

SECTION 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets. Rocky Mountain Power shall make best commercially reasonable efforts consistent with prudent utility practices, including written notice, to notify property owners at least 72 hours prior to performing any vegetation pruning work on their property.

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

SECTION 13. Subcontractors. The requirement imposed on Rocky Mountain Power as part of this Franchise shall apply to any contractor, subcontractor or other person or entity that Rocky Mountain Power might engage to perform any of Rocky Mountain Power's duties or responsibilities under this Franchise.

SECTION 14. No Waiver. Neither the Municipality nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 15. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the Municipality shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 16. Amendment. At any time during the term of this Franchise, the Municipality through its Municipality Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the Municipality and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 17. Small Power Production and Cogeneration. The Municipality expressly reserves any right it has to engage in the production or generation of electric energy from conventional power plants, wind or solar power production facilities, and co-generation facilities and small power production facilities, in accordance with all applicable laws, rules, regulations and/or orders of any governmental entity having jurisdiction.

SECTION 18. Breach by Rocky Mountain Power. If Rocky Mountain Power, by act or omission, materially violates a duty or obligation herein set forth within Rocky Mountain Power's control, and with respect to which redress is not otherwise herein provided, and Rocky Mountain Power fails to remedy the conditions identified in a written notice provided by the Municipality within six (6) months from the date it receives such notice, then the Municipality and Rocky Mountain Power shall each identify a management-level representative with decision-making authority, who shall negotiate in good faith to reach a mutually-agreeable resolution. If the Parties' representatives are unable to reach a resolution through such negotiations, then the parties shall submit the matter to non-binding mediation.

SECTION 19. System to Remain in Place. In this event this Franchise is not renewed or extended, or a new Franchise is not granted, then this Franchise shall be deemed to be temporarily extended, and (i) Rocky Mountain Power shall not remove any portion of the electrical distribution

system within the Municipality, except as in the ordinary course of business, (ii) Rocky Mountain Power shall provide temporary service, and shall be entitled to monetary compensation in the amounts as provided for in the applicable tariff(s) in effect at that time; and (iii) the parties shall negotiate and cooperate in good faith regarding the disposition of Rocky Mountain Power's facilities and possible sale of the same to the Municipality. Only upon receipt of written notice from the Municipality that the Municipality has adequate alternative energy supplies to provide electrical service within the Municipality shall this Franchise terminate, and Rocky Mountain Power shall thereafter be entitled to remove its facilities that will not be conveyed to the Municipality.

SECTION 20. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the Municipality pursuant to or concerning this Franchise shall be delivered to the Municipal Recorder's Office. Unless otherwise specified herein, all notices from the Municipality to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Customer Services Vice President, Rocky Mountain Power, 201 South Main, Suite 2400, Salt Lake Municipality, Utah 84111, and such other office as Rocky Mountain Power may advise the Municipality of by written notice.

SECTION 21. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 22. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

APPROVED and ADOPTED this ____ day of _____, 2019.

[execution on follow page – remainder of page left blank]

COPPERTON METRO TOWNSHIP COUNCIL

By: _____
Sean Clayton, Mayor

ATTEST

APPROVED AS TO FORM:

Sherrie Swensen, Clerk/Recorder

Nathan Bracken, Metro Township Attorney

VOTING

Council Member Bailey voting	_____
Council Member Clayton voting	_____
Council Member Patrick voting	_____
Council Member Pazell voting	_____
Council Member Severson voting	_____

(Complete as Applicable)

Summary of ordinance published in newspaper on: _____

Effective date of ordinance: _____

SUMMARY OF
COPPERTON METRO TOWNSHIP ORDINANCE NO. [number]

On the ____ day of _____, 20____, the Copperton Metro Township Council adopted Ordinance No. _____, granting an electric utility franchise and general utility easement to Rocky Mountain Power in the Copperton Metro Township, State of Utah, and fixing and prescribing the conditions and terms thereof.

COPPERTON METRO TOWNSHIP
COUNCIL

By _____
Chair/Mayor

ATTEST:

By _____
Copperton Metro Township Clerk

Council Member Bailey voting _____
Council Member Clayton voting _____
Council Member Patrick voting _____
Council Member Pazell voting _____
Council Member Severson voting _____

A complete copy of Ordinance No. _____ is available in the office of the Copperton Metro Township Clerk, 2001 South State Street, N2-700, Salt Lake City, Utah

ACCEPTANCE OF FRANCHISE

This is to certify that Rocky Mountain Power accepts the franchise for the construction, operation, and maintenance of a gas distribution system granted by the Copperton Metro Township, State of Utah, as evidenced by Ordinance No. [number] and adopted by the Mayor and Township Council on [date]. Rocky Mountain Power accepts the franchise as approved and agrees that it will be bound by and observe and carry out the terms and conditions of the franchise.

Rocky Mountain Power designates the following representative to receive and respond to issues in connection with the franchise:

Rocky Mountain Power
Attn: Property Management / Right-of-Way Department
825 NE Multnomah, Suite 1700
Portland, Oregon 97232^[A3]

This Acceptance of Franchise is signed on behalf of the corporation and by authority of a resolution of its Board of Directors.

Dated at Salt Lake City, Utah ____ day of _____, 20__.

ROCKY MOUNTAIN POWER

By its _____