

NOTICE AND AGENDA
MONROE CITY COUNCIL MEETING
August 11, 2020

Pursuant to §52-4-6(2), UCA, notice is hereby given that the City Council of Monroe City, Sevier County, Utah, will hold a regular council meeting on August 11, 2020 at the City Hall, 10 N Main, commencing at 7:00 p.m. The agenda shall be as follows: (The order of business may be changed as time permits.)

7:00 p.m.

1. Welcome and call to Order: Mayor Pro Tempore Erica Sirrine
2. Pledge of Allegiance and Prayer: By invitation
3. Roll Call
4. Consider a motion to approve the minutes of the meeting held July 28, 2020
5. Citizen input
6. Approval of August 2020 warrant register, July 2020 cash disbursements, adjustment journal, and utility aging report.
7. Business
 - a. Swearing in of the 2020/2021 City Youth Council
 - b. Consider Central Telcom Services, LLC Franchise Agreement
 - c. Consider action on Property Nuisance complaints.
 1. 410 S. Main Street
 2. 230 E 200 S
 - d. Consider UDOT Highway Committee Funding- Lyndon Friant – Jones & DeMille Engineering
 - e. Consider adding items to City surplus list.
 - f. Appointment of Mayor Pro Tempore
8. Other Business
 - a. Staff Reports
 - b. Department Business-Council
9. Adjournment

Posted this 10th day of August, 2020

I hereby certify that the foregoing notice and agenda was posted at the Monroe City Hall, website littlegreenvalley.com, posted on the Utah Public Notice website and personally delivered to each member of the Monroe City Council.

Allison Leavitt, Monroe City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations, or assistance during this meeting shall notify Allison Leavitt, City Recorder, at 435-527-4621 at least 24 hours prior to this meeting. Meetings of the Monroe City Council may be conducted by electronic means pursuant to Utah Code Annotated, Section 52-4-207.

MONROE CITY COUNCIL MEETING
July 28, 2020
MINUTES

7:00 p.m.

1. The regular meeting of the Monroe City Council was called to order by Mayor Parsons at 7:00 p.m.

2. The Pledge of Allegiance was led by Councilmember Cartwright. A prayer was offered by Councilmember Dane Buchmiller.

3. Roll Call

Mayor Johnny Parsons

Councilmembers:

Dane Buchmiller

Janet Cartwright

Michael Mathie

Perry Payne

Erica Sirrine -absent

Public Works Director Devin Magleby

City Recorder Allison Leavitt

Planning Commission Chairperson Bart Lee

Citizens:

Kim Parsons

Alden Forbush

Val Scott

4. Consider a motion to approve the minutes of the meetings held July 14, 2020

Councilmember Payne moved to approve the July 14, 2020 Regular City Council Meeting Minutes as submitted. The motion was seconded by Councilmember Mathie. A roll call vote was called. Voting yes: Councilmembers Buchmiller, Cartwright, Mathie, and Payne. The vote was unanimous. The motion carried. 4-0

5. Citizen input –

No comments

41 **6. Business**

42 **a. Planning Commission Business: Chairman Bart Lee**

43
44 1. Conditional Use License located at 490 E Valley View Lane for "Valley View
45 Garden & Rental" submitted by Kimberly Parsons.

46
47 Planning Commission Chairperson Bart Lee explained to the Council that Kim Parsons has
48 submitted a conditional use license application for "Valley View Garden & Rental. The business
49 will be a wedding/reception venue including other similar type activities located at 490 E Valley
50 View Lane, Ms. Parsons property. Chairperson Lee stated the Planning Commission did not
51 require any specific conditions and recommends approval of the conditional use license.

52
53 Chairperson Lee stated that Ms. Parsons is here tonight if the Council has questions regarding
54 her business.

55
56 Council had no questions for Ms. Parsons.

57
58 **Councilmember Mathie moved to approve the conditional use license submitted by Kimberly**
59 **Parsons for "Valley View Garden & Rental" located at 490 E Valley View Lane. The motion**
60 **was seconded by Councilmember Cartwright. A roll call vote was called. Voting yes:**
61 **Councilmembers Buchmiller, Cartwright, Mathie, and Payne. Vote was unanimous. Motion**
62 **carried 4-0**

63
64 2. Property line adjustment located at 188 N Main and 60 E 200 N submitted by
65 Alden Forbush.

66
67 Planning Commission Chairperson Bart Lee explained to the Council that Mr. Forbush is
68 requesting approval of a property line adjustment only. No new lot will be established. Mr.
69 Forbush will be acquiring approximately 70' frontage from Preston Gilbert, property owner of
70 188 N Main. This additional property will be combined with Mr. Forbush's current property.

71
72 Chairperson Bart Lee stated this adjustment is straight forward and both lots will remain of
73 legal size, meeting our land use lot size requirements and stated that the Planning Commission
74 recommends approval of this property line adjustment.

75
76 **Councilmember Payne moved to approve property line adjustment submitted by Alden**
77 **Forbush located at 188 N Main and 60 E 200 N. The motion was seconded by Councilmember**
78 **Mathie. A roll call vote was called. Voting yes: Councilmembers Buchmiller, Cartwright,**
79 **Mathie, and Payne. Vote was unanimous. Motion carried 4-0**

80
81 3. Accessory building exceeding 1400 sq. feet located on 1-M3A-191 submitted
82 by Val Scott.

83
84 Planning Commission Chairperson Bart Lee explained that Val Scott has submitted a building
85 permit for a 6400 sq. foot accessory building. Our Land Use Ordinance requires any accessory
86 building larger than 1400 sq. feet to have Council approval.

87
88 Mayor Parsons asked Mr. Scott how he would access the building. The accessory building will
89 be built on a parcel of property located behind Mr. Scott's residence, which does not have
90 access to the parcel. Mr. Scott explained that there is a platted right of way through the
91 Foothill Subdivision which meets with Sand Canyon Road, a private roadway that leads to his
92 property (1-M3A-191). This roadway is in the debris basin, owned by David Grow, and is
93 used by Craig Lee to access his residence. Sevier County Recorder and Road Department show
94 no recorded easement for Mr. Lee. Mr. Scott stated he thinks Mr. Lee does have one.

95
96 Council discussed problems that could occur if the property owner of Sand Canyon Road
97 decided to block use of this private roadway. Councilmember Payne asked Mr. Scott if building
98 a shop on a piece of property with the possibility of it becoming land lot was a risk he was
99 willing to take. Mr. Scott explained that he believes Mr. Lee does have an easement and that his
100 property will always be accessible.

101
102 Council wants on record that by approving this permit for the accessory building, Monroe City is
103 not liable nor responsible to provide an access to Mr. Scott's property. Mr. Scott stated that he
104 understands and agrees to this.

105
106 **Councilmember Mathie made a motion to approve accessory building exceeding 1400 sq. feet**
107 **for parcel 1-M3A-191, with Monroe City not responsible for property access, submitted by Val**
108 **Scott. Motion was seconded by Councilmember Cartwright. A roll call vote was called. Voting**
109 **yes: Councilmembers Buchmiller, Cartwright, Mathie, and Payne. Vote was unanimous.**
110 **Motion carried 4-0.**

111
112 Mr. Scott requested the culinary water impact fee of \$3000.00 be waived for a water
113 connection to the accessory building, he will be constructing. Mr. Scott stated this water hook
114 up will never be used at the rate of a normal residence because the property, in his opinion, is
115 land lock to the building of a residential structure but not an accessory building.

116
117 Mayor Parsons stated it does not matter what the plan use is at this time, it is still considered
118 an impact on water system. Councilmember Payne explained there are two types of water
119 hook-ups:

- 120
121
 - Residential, which is a meter located in a residential zone whether it supplies water to
122
 - animals or a house it is considered a residential meter.

- Commercial, which is a business such as the schools or grocery store which requires more water than an average residential meter.

Councilmember Payne went on to explain that the policy states residential, meaning it will be in a residential zone and once a meter is installed the City is required to provide water to the service. A culinary impact fee payment will be required for any water meter hook-up.

Councilmember Payne stated he understands the water line servicing Mr. Scott's home is located at the rear of his property on the east side in a 30' City utility easement, so a water service can be installed to the accessory building within this easement.

4. Public hearing August 18, 2020 7:00 p.m. for comments on short-term rental ordinance.

Mayor Parsons explained the Planning Commission will be holding a public hearing to receive comments on a short-term rental ordinance, and that the City Council will also need to hold a public hearing to receive comments during the August 25, 2020 City Council meeting.

Passing this ordinance along with an ordinance to collect transient room tax will allow the City to collect the transient room tax from eligible businesses operating in Monroe.

With the short-term rental ordinance this will allow the City to impose conditional use requirements if the business applies for a business license or if the City receives complaints on activities at the business location.

Councilmember Cartwright asked where we are with increasing business license fees, and if landlords should have a business license. City Recorder Allison Leavitt stated she would check with City Treasurer Jacee Barney on the status of the license increase, and that other cities in our area do not require landlords to have a business license. Councilmember Cartwright asked to have this reviewed since they are conducting a business and, in her opinion, they should be required to have a license.

b. Set date for Public Power Picnic.

Council set August 24, 2020 6:00 p.m. for our Public Power Picnic.

8. Other Business

a. Staff Reports

City Recorder Allison Leavitt

163
164 *Thanked everyone for their part with our 24th of July Celebration. It appears we served about
165 950 at the annual BBQ on the park, this is a decrease of about 233 from last year. Being that
166 this was a weekend celebration, lower attendance is probably due to COVID-19. Raffle sales and
167 concessions sales were comparable to last year.

168
169 A lot of compliments have been received on the vendor booths being spread out and located on
170 the elementary school grass area, along with many thankyou's for holding the celebration
171 activities.

172
173 Public Works Director Devin Magleby

174
175 *Work on the "Red Hill" road will begin this next week.

176
177 *Councilmember Cartwright stated that the Utah State Rifle Association has asked if someone
178 with the City could go and grade the road in the rifle range area, and if they could use the City
179 dumpsters to dispose of trash cleaned up at the range. Public Works Director Devin stated they
180 can use our dumpsters, but they are hard to find empty. With Council approval he will grade
181 the road but would like someone to contact him and be at the range to show him what they
182 want done. Councilmember Payne stated this is a good project because we need a place to
183 practice shooting, Council agreed.

184
185 b. Department Business-Council

186
187 Councilmember Buchmiller-

188
189 *Reminded Councilmembers about the UAMPS Carbon Free Power Project Nuscale virtual
190 presentation and tour at 10:00 a.m. on July 29, 2020. Public Works Director Devin Magleby will
191 have it projected on the TV here in the office. City Recorder Allison Leavitt had previously asked
192 Councilmembers to notify her if they were going to watch the tour in the City office. If a
193 quorum was going to presence the meeting would need to be noticed. Councilmember
194 Cartwright was the only Councilmember planning on watching the tour here at the City office.

195
196 *Reported to Council that as a power department we have a list of needs and wants. Regulators
197 were on the list but not as a high priority until last week. Three of our six regulators at the
198 substation failed last week, which was the cause of last week's power outages. Josey Parsons,
199 Power Foreman has ordered three new regulators with a total cost of \$36,000.00. At this time,
200 it will be approximately 20 weeks before we will receive the regulators, so Mr. Parsons decided
201 to purchase some from Beaver City Power Department. Cost of these regulators will
202 be approximately \$3000.00 apiece. We needed to purchase these because we do not have any

back-up regulators at this time.

Councilmember Mathie—

*Discussion on expending remaining grant funds on the street project. Public Works Director Devin Magleby stated that engineers are working on a bid for chip sealing some of the City's remaining dirt roads.

Councilmember Payne—

*24th of July Firework display by firemen was very good.

Councilmember Cartwright-

*Request that Council consider nuisance property enforcement at our next Council meeting. City Recorder Allison Leavitt will include the 410 S Main Street property on the next agenda.

*Charles Billingsley, Code Enforcement Officer, has issued a first letter violation to property owner at 390 S Main. Mayor Parsons explained this type of situation is going to be an ongoing process.

*Received a lot of positive comments with the July 24th celebration. Appreciates the city workers for all they do.

Mayor Parsons-

*Received comments that the 24th celebration was good for our community because it gave a sense of normalcy.

*Appreciate everyone's help with the celebration and would like a thank you card sent to Tracy and Heidi Johnson for supplying the screen for the video during the program at the football field before the fireworks.

*Received a corrected bid of \$10,500 for mini split air conditioning/heating units for the library. Councilmember Sirrine is not here tonight but has stated this is a reasonable bid and would like to move forward with having the units installed by Sevier Heating and Air Conditioning.

*Central Valley's Mayor Kim Peterson passed away and flowers will be sent to his service.

*Flowers will be sent to Utility Clerk Marisa Mathie, who has recently had surgery.

9. Adjournment

There being no further business to come before the Council for consideration, Councilmember Mathie moved the Regular Council Meeting adjourn at 7:55 p.m. The motion was seconded by Councilmember Payne. The vote was unanimous. The motion carried. 4-0

The next regular City Council meeting is scheduled to be held on Tuesday August 11,2020 starting at 7:00 p.m. at Monroe City Office.

Approved this Date 11th day of August, 2020

Allison Leavitt

Monroe City Recorder

**Monroe City
Payment Approval**

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
10.4414 - 24TH & MISCELLANEOUS EXPENSES						
ALVEY LUMBER CO.	A84535			GIFT CERTIFICATE	07/22/2020	40.00
ALVEY LUMBER CO.	A84538			TAPE	07/23/2020	17.34
ALVEY LUMBER CO.	B130338			TAPE	07/23/2020	5.78
Full Draw Designs	FD1598			PIONEER DAY POSTERS, FLYERS	07/01/2020	188.50
RICHFIELD FLORAL	121644			GET WELL- MARISA MATHIE	07/28/2020	47.31
RICHFIELD FLORAL	121736			FUNERAL-KIM PETERSON	07/28/2020	60.00
SIGNCENTRAL	4234			GRAND MARSHALL BANNERS AND M	07/24/2020	125.42
SWIRE COCA COLA, USA	13367200357			CONCESSIONS	07/23/2020	-38.40
SWIRE COCA COLA, USA	13368200248			CONCESSIONS	07/23/2020	220.80
SYSCO	385096081			CONCESSIONS, MASKS	07/23/2020	412.01
THE RICHFIELD REAPER	36844			SPECIAL SECTION-PIONEER DAY	07/31/2020	300.00
						\$1,378.76
10.4418 - 24TH BBQ EXPENSES						
INTERMOUNTAIN FARMERS	1013884335			BURLAP BAGS 24TH	07/31/2020	299.00
SYSCO	385077651			CONCESSIONS, MASKS	07/23/2020	1,830.86
SYSCO	385096081			CONCESSIONS, MASKS	07/23/2020	119.76
						\$2,249.62
10.4422 - PUBLIC NOTICES						
THE RICHFIELD REAPER	104422			LEGALS	07/20/2020	85.00
THE RICHFIELD REAPER	36846			LEGALS	07/31/2020	155.00
						\$240.00
10.4424 - SUPPLIES						
MOUNT OLYMPUS WATERS	729310			WATER	07/29/2020	101.46
SEVIER OFFICE SUPPLY	967556-0			PAPER	07/31/2020	19.98
UTAH INDEPENDENT BANK	08 2020			BOX RENTAL	07/13/2020	25.00
						\$146.44
10.4428 - TELEPHONE						
CENTURY LINK	1495198518			TELEPHONE	07/25/2020	45.69
CENTURY LINK	CITY HALL 0820			CITY HALL PHONE	07/25/2020	227.16
CENTURY LINK	CITY HALL 0820			CITY HALL PHONE	07/25/2020	81.45
						\$354.30
10.4429 - UTILITIES						
DOMINION ENERGY	CITY HALL 0820			CITY HALL GAS	07/27/2020	7.16
MONROE CITY	OFF BLD 08220			OFFICE BUILDING	07/15/2020	102.17
						\$109.33
10.4446 - SUNDRY						
ROCKY MOUNTAIN POWER	ST LT 082020			STREET LIGHT	07/17/2020	27.65
10.5324 - SUPPLIES						
ALVEY LUMBER CO.	B130177			CONDUIT	07/14/2020	63.90
ALVEY LUMBER CO.	B130208			WIRE BRUSH	07/14/2020	14.98
						\$78.88
10.5329 - UTILITIES						
DOMINION ENERGY	FH 082020			FIREHOUSE GAS	07/27/2020	10.51
MONROE CITY	FS 082020			FIRE STATION	07/15/2020	194.19
						\$204.70
10.6024 - SUPPLIES						
ALVEY LUMBER CO.	B129164			CHIS SHARPIE	07/07/2020	3.99
ALVEY LUMBER CO.	B129635			BAR/CHAIN OIL	07/14/2020	12.49
ALVEY LUMBER CO.	B129836			DRILL BIT	07/14/2020	10.49
ALVEY LUMBER CO.	B129838			HORNET SPRAY	07/14/2020	7.78
ALVEY LUMBER CO.	B130131			FLAG, STERRING FLUID, SPRAY PAIN	07/14/2020	22.98
ALVEY LUMBER CO.	B130136			FOAM TIRE CARE, BOLTS, NUTS, WAS	07/14/2020	13.45
ALVEY LUMBER CO.	B130269			DUCT TAPE,	07/23/2020	19.98
ALVEY LUMBER CO.	B130530			BOLTS	07/28/2020	15.07
ALVEY LUMBER CO.	B130545			BATTERY	07/28/2020	8.99
						\$115.22
10.6026 - VEHICLE MAINTENANCE						
PEARSON TIRE CO.	191591			TIRE	07/01/2020	283.93
10.6028 - TELEPHONE						
CENTURY LINK	SHOP 082020			SHOP PHONE	07/25/2020	43.69
10.6029 - UTILITIES						
DOMINION ENERGY	SHP 082020			SHOP GAS	07/27/2020	8.02
MONROE CITY	MAINT 082020			CITY MAINTENANCE	07/15/2020	45.67
MONROE CITY	MARQ 082020			CTY MARQUEE	07/15/2020	7.48
MONROE CITY	PRK SHD 08202			PARKING SHED	07/15/2020	0.52
						\$61.69
10.6030 - STREET MAINTENANCE						
Green Valley Lawn Care	36867			WEED CONTROL	07/09/2020	2,139.00
10.6424 - SUPPLIES						
ALVEY LUMBER CO.	B129050			MASKING TAPE, HARDWARE	07/01/2020	7.68
ALVEY LUMBER CO.	B130125			FLAG, STERRING FLUID, SPRAY PAIN	07/14/2020	23.50

**Monroe City
Payment Approval**

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
ALVEY LUMBER CO.	B130189			SHARPIE	07/14/2020	3.99
ALVEY LUMBER CO.	B130241			POINTED LATH, RUBBER, STAPLE	07/22/2020	49.23
ALVEY LUMBER CO.	B130285			TAPE	07/23/2020	4.38
ALVEY LUMBER CO.	B130309			STAPLE, HAMMER	07/23/2020	43.97
GARY'S SHOES	07012020			CUSTOM NETS	07/01/2020	312.40
ON THE GO	25279			RESTROOM RENTAL	07/31/2020	80.00
						\$525.15
10.6429 - UTILITIES						
DOMINION ENERGY	CC 082020			CC GAS	07/27/2020	7.59
DOMINION ENERGY	OLD FS 082020			OLD FH GAS	07/27/2020	7.16
MONROE CITY	BALL PRK 08202			BALL PARK RESTROOM	07/15/2020	47.39
MONROE CITY	CC 082020			CITY CC	07/15/2020	41.37
MONROE CITY	CON LT 082020			CONCESSION LIGHTS	07/15/2020	8.94
MONROE CITY	lion 082020			LIONS PARK RESTROOM	07/15/2020	0.34
MONROE CITY	LIONS 082020			LIONS PARK RESTROOM	07/15/2020	21.24
MONROE CITY	MTN VW LT 082			MTN VIEW LTS	07/15/2020	27.52
MONROE CITY	OLDFS 082020			OLD FIRE STATION	07/15/2020	0.95
MONROE CITY	RID 082020			RIDING ARENA	07/15/2020	11.18
MONROE CITY	ROP 082020			ROPING ARENA	07/15/2020	4.21
MONROE CITY	SPLSH 082020			SPLASH PAD POWER	07/15/2020	299.62
MONROE CITY	TENNIS 082020			TENNIS COURT	07/15/2020	15.31
						\$492.82
10.6451 - CAPITAL OUTLAY-RECREATION PROJ						
ALVEY LUMBER CO.	B129290			COUPLA	07/08/2020	11.98
ALVEY LUMBER CO.	B1292968			BOLTS, WASHERS, SCREWS	07/08/2020	115.17
ALVEY LUMBER CO.	B129307			SPRAY PAINT, PAINT MARKERS	07/08/2020	4.49
ALVEY LUMBER CO.	A84438			LAG SCREWS	07/09/2020	43.99
ALVEY LUMBER CO.	B129369			ANT KILLER	07/10/2020	12.79
ALVEY LUMBER CO.	B129701			LAGBOLTS	07/14/2020	28.99
ALVEY LUMBER CO.	B129703			HOG RINGS	07/14/2020	23.98
ALVEY LUMBER CO.	B130289			SWIVEL CONNECTOR FOR COUPLA	07/23/2020	5.49
						\$246.88
10.6719 - POPULAR BOOKS						
INGRAM LIBRARY SERVICES	46811546			BOOKS	07/06/2020	74.51
INGRAM LIBRARY SERVICES	47366116			BOOKS	07/06/2020	44.23
						\$118.74
10.6720 - AUDIO BOOKS						
BLACKSTONE PUBLISHING	1177442			167.81	07/29/2020	167.81
INGRAM LIBRARY SERVICES	46842481			BOOKS	07/06/2020	28.86
						\$196.67
10.6721 - BOOKS, GENERAL FUND						
OVERDRIVE	CD01506202220			BOOKS	07/10/2020	525.00
10.6722 - CHILDREN'S BOOKS						
PENWORTHY/MEDIA SOURC	063707-IN			BOOKS	07/14/2020	394.97
10.6724 - SUPPLIES						
DEMCO	6817916			BOOK COVER, LABEL, POST DATE DU	07/16/2020	294.71
SEVIER OFFICE SUPPLY	967007-0			LABELS	07/20/2020	19.99
						\$314.70
10.6728 - TELEPHONE						
CENTURY LINK	LIB 082020			LIB PHONE	07/25/2020	40.85
10.6729 - UTILITIES						
DOMINION ENERGY	LIB 082020			LIB GAS	07/27/2020	7.59
MONROE CITY	CTY LIB 082020			LIBRARY	07/15/2020	31.30
						\$38.89
10.6755 - EQUIPMENT						
SEVIER OFFICE SUPPLY	966328-0			TONER	07/07/2020	296.97
SEVIER OFFICE SUPPLY	966742-0			TONER	07/15/2020	163.99
SEVIER OFFICE SUPPLY	967035-0			BOOKS	07/21/2020	110.34
SEVIER OFFICE SUPPLY	967501-0			DIFFERENCE BETWEEN 2 TONERS	07/30/2020	14.01
SEVIER OFFICE SUPPLY	967505-0			COPIER, CABINET	07/30/2020	3,407.00
SEVIER OFFICE SUPPLY	72920-0			CANON COPIER	08/10/2020	-100.00
						\$3,892.31
10.6824 - SUPPLIES						
ALVEY LUMBER CO.	B128807			PVC ELBOW	07/01/2020	26.48
ALVEY LUMBER CO.	B128852			WIRE	07/01/2020	3.38
ALVEY LUMBER CO.	B129161			SCREWDRIVER SET	07/07/2020	11.99
ALVEY LUMBER CO.	B130651			SEALNPEEL, PAVER	07/30/2020	12.44
ALVEY LUMBER CO.	B130654			GRADECOURSE	07/30/2020	33.33
RICK'S RICHFIELD MONUMEN	443			MOVE STONE-HALL	07/17/2020	210.00
						\$297.62
10.6829 - UTILITIES						
MONROE CITY	CEM 082020			CEM BLDG POWER	07/15/2020	0.69
51.4021 - BOOKS, SUBSCRIPTIONS & MEMB.						
RURAL WATER ASSN OF UTA	082020			VOTING DUES	07/01/2020	314.00

**Monroe City
Payment Approval**

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
51.4024 - SUPPLIES						
ALVEY LUMBER CO.	B129052			POLY ADAPTER	07/01/2020	3.58
ALVEY LUMBER CO.	B129177			GLOVES	07/07/2020	14.99
ALVEY LUMBER CO.	A84519			BALL VALVE, FLASHLIGHT, PLIERS, P	07/14/2020	36.99
ALVEY LUMBER CO.	B129675			BUSHING	07/14/2020	3.99
PETERSON PLUMBING	2446443			FERNCO WRAP, EPOXY	07/29/2020	-40.36
PETERSON PLUMBING	2445687			FERNCO POWR WRAP, PUTTY, ROPE	07/31/2020	94.50
SCHOLZEN PRODUCTS COM	3028426-00			MONTHLY RENTAL	08/30/2020	43.20
						\$156.89
51.4028 - TELEPHONE						
CENTURY LINK	WATER 082020			WATER PHONE	07/25/2020	102.24
51.4029 - UTILITIES						
MONROE CITY	CUL WELL 0820			CUL WELL POWER	07/15/2020	970.08
MONROE CITY	HIRO 082020			HIROE HYDRO	07/15/2020	1,228.08
MONROE CITY	IRR PND 082020			IRRIGATION POND	07/15/2020	8,997.58
MONROE CITY	WELLHS 082020			CITY WELHOUSE POWER	07/15/2020	12.73
MONROE CITY	WTR TR 082020			WATER TREATMENT PLANT	07/15/2020	247.68
						\$11,456.15
53.4024 - SUPPLIES						
ALVEY LUMBER CO.	B129640			RING, WRENCH	07/14/2020	7.98
CODALE ELECTRIC SUPPLY, I	S7026686.001			SECONDARY POLEMOUNTED TRANS	07/25/2020	770.00
CODALE ELECTRIC SUPPLY, I	S7042007.002			EL-MOUNT TRANSFORMERS	07/25/2020	1,610.00
CODALE ELECTRIC SUPPLY, I	S7104807.003			CHANCE C400-2538 WIPES	07/25/2020	95.00
CODALE ELECTRIC SUPPLY, I	S7105155.001			NICOPRESS T1-162J SLEEVE	07/25/2020	335.00
CODALE ELECTRIC SUPPLY, I	S7125996.001			ELASTIMOLD INSULATED BUSHING	07/25/2020	432.00
						\$3,249.98
53.4026 - VEHICLE MAINTENANCE						
BIPS AUTO PARTS	761588			RADIATOR FOR 2000 SILVERDADO	07/28/2020	183.99
BIPS AUTO PARTS	761610			OIL FILTER	07/29/2020	15.98
						\$199.97
53.4029 - UTILITIES						
MONROE CITY	SEN CIT 082020			SS SENIOR CIT CENTER	07/15/2020	160.48
53.4031 - DATA PROCESSING						
TOWNCLOUD, INC	1798			AUG AGENDA PUBLIC	07/01/2020	75.00
53.4038 - ADVERTISING-OTHER SERVICES						
KSVC 980 AM	14609-12			07/15/2020 ADVERTISING	07/15/2020	150.00
57.4035 - ADMINISTRATIVE SERVICES						
SEVIER COUNTY	105464			AUGUST LANDFILL BILLINGS	07/31/2020	4,968.75
58.4024 - SUPPLIES						
ALVEY LUMBER CO.	B130190			PVC UNION, ELBOW, BUSHING, ADAP	07/14/2020	16.63
ALVEY LUMBER CO.	B130218			COUPLING, BISHING	07/14/2020	3.38
						\$20.01
72.4082 - EQUIPMENT & SUPPLIES - SOFTBALL						
GARY'S SHOES	07012020			CUSTOM NETS	07/01/2020	312.40
						\$35,684.37

**Monroe City
Payment Approval**

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Public Employees Health Prog	45015	7/21/2020	\$ 1,380.79		106013 - EMPLOYEES BENEFITS	
Public Employees Health Prog	45015	7/21/2020	\$ 1,617.63	health insurance	104413 - EMPLOYEES BENEFITS	
Public Employees Health Prog	45015	7/21/2020	\$ 6,077.33		534013 - EMPLOYEES BENEFITS	
Utah Local Government Trust	45016	7/21/2020	\$ 2.36	EMPLOYEE BENEFITS	584013 - EMPLOYEES BENEFITS	
Utah Local Government Trust	45016	7/21/2020	\$ 7.60		106013 - EMPLOYEES BENEFITS	
Utah Local Government Trust	45016	7/21/2020	\$ 17.30	EMPLOYEE BENEFITS	106413 - EMPLOYEES BENEFITS	
Utah Local Government Trust	45016	7/21/2020	\$ 17.30	EMPLOYEE BENEFITS	106713 - EMPLOYEES BENEFITS	
Utah Local Government Trust	45016	7/21/2020	\$ 17.30	EMPLOYEE BENEFITS	106813 - EMPLOYEES BENEFITS	
Utah Local Government Trust	45016	7/21/2020	\$ 22.00		514013 - EMPLOYEES BENEFITS	
Utah Local Government Trust	45016	7/21/2020	\$ 24.10		534013 - EMPLOYEES BENEFITS	
Utah Local Government Trust	45016	7/21/2020	\$ 56.63		104413 - EMPLOYEES BENEFITS	
Utah Local Government Trust	45016	7/21/2020	\$ 160.75		105313 - EMPLOYEES BENEFITS	
Utah Local Government Trust	45016	7/21/2020	\$ 698.09		102240 - GROUP INSURANCE PAYABLE	
WHITE'S SANITATION	45017	7/21/2020	\$ 69.57	BIN REMOVAL	594035 - ADMINISTRATIVE SERVICES	
WHITE'S SANITATION	45017	7/21/2020	\$ 167.57	PARK & FISH POND TRASH REM	106424 - SUPPLIES	
WHITE'S SANITATION	45017	7/21/2020	\$ 8,122.50	RESIDENTIAL TRASH REMOVAL	594035 - ADMINISTRATIVE SERVICES	
BIG WAVE AV	45019	7/21/2020	\$ 1,500.00	SOUND FOR 24TH OF JULY	104414 - 24TH & MISCELLANEOUS EXPENSES	
ALLISON LEAVITT	45020	7/21/2020	\$ 500.00	EMPLOYEE SAVINGS W/D ALLIS	102232 - EMPLOYEE SAVINGS	
JOSEY PARSONS	45021	7/21/2020	\$ 600.00	EMPLOYEE SAVINGS WITHDRAW	102232 - EMPLOYEE SAVINGS	
GREEN VALLEY GAS	45022	7/21/2020	\$ 40.00	CITY RAFFLE PRIZE	104414 - 24TH & MISCELLANEOUS EXPENSES	
VICKIE WINEGAR	45023	7/21/2020	\$ 250.00	OVERNIGHT STAY FOR 24TH RA	104414 - 24TH & MISCELLANEOUS EXPENSES	
JESILYN NIELSON	45024	7/21/2020	\$ 1,500.00	ENTERTAINMENT	104414 - 24TH & MISCELLANEOUS EXPENSES	
MONROE CITY	45025	7/22/2020	\$ 450.00	CONCESSION CHANGE 2020	104414 - 24TH & MISCELLANEOUS EXPENSES	
MONROE CITY	45026	7/22/2020	\$ 500.00	BBQ CHANGE 2020	104414 - 24TH & MISCELLANEOUS EXPENSES	
PARKER EQUIPMENT REPAIR	45027	7/23/2020	\$ 340.00	HYDRO REPAIRS	534050 - HYDRO-PLANT EXPENSES	
SQUIRTIN' DIRT POWER WASH	45028	7/23/2020	\$ 30.00	FRONT OF OFFICE CLEANING	104424 - SUPPLIES	
CHAPPELL, PRESLEY	45029	7/27/2020	\$ 60.00	FIRE HOUSE CLEANING	105324 - SUPPLIES	
MONROE CITY	45030	7/27/2020	\$ 80.00	POOPERSCOOPERS	104414 - 24TH & MISCELLANEOUS EXPENSES	
US POSTMASTER	45031	7/29/2020	\$ 165.00	3 ROLLS OF STAMPS	534024 - SUPPLIES	
US POSTMASTER	45032	7/29/2020	\$ 384.65	AUGUST BILLING	534024 - SUPPLIES	
ZIONS BANKCARD CENTER	45033	7/29/2020	\$ 40.00	UBLA MEMBERSHIP	104421 - BOOKS, SUBSCRIPTIONS & MEMB.	
ZIONS BANKCARD CENTER	45033	7/29/2020	\$ 262.71	OFFICE DEPOT - SUPPLIES	104424 - SUPPLIES	
ZIONS BANKCARD CENTER	45033	7/29/2020	\$ 13.83	FAMILY DOLLAR	104424 - SUPPLIES	
ZIONS BANKCARD CENTER	45033	7/29/2020	\$ 11.06	FAMILY DOLLAR	106424 - SUPPLIES	

ZIONS BANKCARD CENTER	45033	7/29/2020	\$	130.26	MALWARE	106731 - DATA PROCESSING & INTERNET
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	4.80	GG'S WATER	534024 - SUPPLIES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	3.08	GG'S WATER	534024 - SUPPLIES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	76.90	GLOVES	534024 - SUPPLIES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	15.94	ADOBE MONTHLY SUBSCRIPTION	104421 - BOOKS, SUBSCRIPTIONS & MEMB.
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	37.35	AMAZON BOOKS	106722 - CHILDREN'S BOOKS
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	346.47	AMAZON BOOKS	106722 - CHILDREN'S BOOKS
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	27.21	AMAZON BOOKS	106721 - BOOKS, GENERAL FUND
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	46.15	AMAZON BOOKS	106721 - BOOKS, GENERAL FUND
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	34.69	AMAZON BOOKS	106721 - BOOKS, GENERAL FUND
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	52.39	AMAZON BOOKS	106722 - CHILDREN'S BOOKS
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	14.88	AMAZON BOOKS	106722 - CHILDREN'S BOOKS
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	44.02	PIZZA LUNCH FOR 24TH OF JULY	104414 - 24TH & MISCELLANEOUS EXPENSES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	399.00	PTCHING MOUND	724088 - EQUIPMENT & SUPPLIES - BOYS BASEBALL
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	4,056.00	SOCCER BENCHES YOUTH SOCCER	724083 - EQUIPMENT & SUPPLIES - SOCCER
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	532.76	FR CLOTHING	534042 - LINEMAN SUPPLIES/MATERIALS
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	114.54	TOILET PAPER FOR PARKS	106424 - SUPPLIES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	15.95	ZOOM MONTHLY FEE	104421 - BOOKS, SUBSCRIPTIONS & MEMB.
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	10.64	HOME DEPOT PARK SUPPLIES	106424 - SUPPLIES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	7.00	SNOCONES FLOWER POT PROJECT	104448 - YOUTH CITY COUNCIL
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	112.36	WRISTBANDS	104418 - 24TH BBQ EXPENSES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	618.60	1/3 PLOTTER PRINTER	106024 - SUPPLIES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	618.60	1/3 PLOTTER PRINTER	514024 - SUPPLIES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	618.61	1/3 PLOTTER PRINTER	534024 - SUPPLIES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	165.00	YEAR END SNO CONE CERT	724048 - SUNDRY - SOFTBALL
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	25.00	LT. GOVERNOR - ENTITY REGISTRATION	104421 - BOOKS, SUBSCRIPTIONS & MEMB.
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	25.00	LT. GOVERNOR - ENTITY REGISTRATION	104421 - BOOKS, SUBSCRIPTIONS & MEMB.
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	770.22	TRIMMER/COMPRESSOR SUPPLIES	106424 - SUPPLIES
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	19.61	AMAZON BOOKS	106721 - BOOKS, GENERAL FUND
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	71.88	AMAZON BOOKS	106721 - BOOKS, GENERAL FUND
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	30.83	AMAZON BOOKS	106721 - BOOKS, GENERAL FUND
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	18.08	AMAZON BOOKS	106721 - BOOKS, GENERAL FUND
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	14.59	AMAZON BOOKS	106721 - BOOKS, GENERAL FUND
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	100.00	UMCA MEMBERSHIP	104421 - BOOKS, SUBSCRIPTIONS & MEMB.

ZIONS BANKCARD CENTER	45033	7/29/2020	\$	52.94	LUNCH FOR FENCING CREW AT	104414 - 24TH & MISCELLANEOUS EXPENSES	
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	17.71	JULY 24TH MEETING WITH CRE	104414 - 24TH & MISCELLANEOUS EXPENSES	
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	(289.00)	PTICHING MOUND	724088 - EQUIPMENT & SUPPLIES - BOYS BASEBALL	
ZIONS BANKCARD CENTER	45033	7/29/2020	\$	(149.10)	CANCELED HOTEL ROOM REFUND	514023 - TRAVEL	
PONDEROSA PRINT WORKS	45034	7/29/2020	\$	154.00	24TH COMMITTEE SHIRTS	104414 - 24TH & MISCELLANEOUS EXPENSES	
UAMPS	45035	7/29/2020	\$	42,189.35	MONTHLY BILLING	534039 - POWER PURCHASED-UAMPS	
JOSEY PARSONS	45036	7/30/2020	\$	250.00	EMPLOYEE SAVINGS WITHDRAWAL	102232 - EMPLOYEE SAVINGS	
UTAH STATE TAX COMMISSION	7202021	7/20/2020	\$	8,259.62	2020 1ST QTR SALES TAX	532120 - SALES TAX PAYABLE	
			\$	146,148.50			

**Monroe City
Payment Approval**

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

**FRANCHISE AGREEMENT BETWEEN THE CITY OF MONROE , UTAH AND
CENTRAL TELCOM SERVICES, LLC REGARDING OPERATION OF A CABLE
TELEVISION SYSTEM WITHIN THE CITY OF MONROE, UTAH**

This Franchise Agreement Between the City of Monroe, Utah and Central Telcom Services, LLC dba CentraCom ("Franchise Agreement") is made this _____ day of _____, 2020, by and between the City of Monroe, Utah, a municipal subdivision of the State of Utah (the "City") and Central Telcom Services, LLC, a Utah limited liability company ("CentraCom" or "Grantee") and for the purpose of granting to CentraCom the non-exclusive right to operate and maintain a cable television system in, on, over, upon, along, and across the public rights of way of the City of Monroe, Utah, and for the purpose of identifying and prescribing certain rights, duties, terms, and conditions with respect thereto.

Section 1. Definitions. When used in this Franchise Agreement, unless the context otherwise requires, the following terms and their derivatives shall have the meaning herein given (and when not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural):

- (1) "Basic Cable Service" means any service tier of Cable Service which includes the retransmission of local television broadcast signals by the Grantee.
- (2) "Cable Act" means the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer protection and Competition Act of 1992, the Telecommunications Act of 1996 and any amendments thereto.
- (3) "Cable Service" means: (a) the one-way transmission to Subscribers of video programming or other programming service; and (b) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (4) "Cable System" means a 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 a community as defined in the Cable Act. A Cable System may be composed of, without limitation, antenna, cables, wires, lines, fibers, towers, wave guides, or any other conductors, converters, equipment or facilities, designed, constructed or wired for the purpose of producing, receiving, amplifying and distributing cable radio, television or other electronic or electrical signals to and from persons, Subscribers and locations in the Franchise Area.
- (5) "City" means the City of Monroe, Utah.
- (6) "Council" means the governing body of the City.
- (7) "Franchise Area" means that area within the corporate limits of the City as now or hereafter constituted.
- (8) "Grantee" means Central Telcom Service, LLC dba CentraCom, its successors and assigns ("CentraCom").
- (9) "Grantee Property" means all property owned, installed or used by the Grantee in the

provision of Cable Service in the City as described in Section 2.

(10) "Gross Subscriber Revenues" means all remuneration received directly by the Grantee from Subscribers in payment for regularly furnished Cable Service, but shall not include any franchise fee or taxes on services furnished by the Grantee imposed on any Subscriber or user by any government, governmental unit, political subdivision, agency or instrumentality, and collected by the Grantee.

(11) "Person" means any natural person, company or entity of any kind.

(12) "Street" means the surface of and the space above and below any public street, way, place, right of way, road, highway, freeway, bridge, tunnel, lane, path, bike path, alley, court, sidewalk, parkway, drive, boulevard, communications or utility easement, by whatever name called, now or hereafter existing as such within the Franchise Area.

(13) "Subscriber" means any person or entity who lawfully receives any Cable Service.

Section 2. Grant of Authority. There is hereby granted by the City to the Grantee the right and privilege to engage in the business of operating and providing a Cable System in the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any Street or Streets laid out or dedicated and all extensions thereof and additions thereto in the Franchise Area, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the Cable System (collectively "Grantee Property"); and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, including but not limited to any public utility or other Grantee franchised or permitted to do business in the City.

Section 3. Non-Exclusive Grant. The right to use and occupy said Streets for the purposes herein set forth, shall not be exclusive to the Grantee. The City agrees that any grant of additional franchises or other authorizations by the City to any other entity to provide video or other services similar to those provided by Grantee pursuant to this Franchise Agreement and over which the City has regulatory authority shall require that service be provided for the same territorial area of the City as required by this Franchise Agreement and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise than those which are set forth herein.

Section 4. Term of Franchise. The franchise and rights herein granted shall commence on the date of the final passage hereof and shall continue in force and effect for fifteen (15) years after said effective date, subject to such modifications as to which the City and the Grantee may hereafter agree. Thereafter, the franchise and rights granted herein shall automatically renew for successive fifteen (15) year periods unless the City revokes such franchise and rights by ordinance on or before the expiration of the initial term or any renewal period hereof.

Section 5. Conditions of Street Occupancy. (1) All transmission and distribution structures, poles, lines, and equipment installed or erected by the Grantee within the Franchise Area shall be so located as to cause minimum interference with the proper use of Streets and with the rights and reasonable convenience of property owners who adjoin any of said Streets. The Cable

System shall be constructed and operated in compliance with applicable governmental construction and electrical codes.

(2) In case of disturbance of any Street or paved area, the Grantee shall, at its expense and in accordance with generally accepted construction practices, replace and restore such Street or paved area in as good condition as theretofore.

(3) The Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same Street or other public place, or remove from the Street or other public place, any Grantee Property when lawfully required by the City by reason of traffic conditions, public safety, Street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, or water pipes, or any other type of structures or improvements by the City; but, the Grantee shall in all cases have the right of abandonment of Grantee Property, subject to City ordinances, and if public funds are available to any utility company for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the Grantee.

(4) The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings, provided: (a) The expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) The Grantee is given not less than three (3) business days advance notice to arrange for such temporary wire changes.

(5) The Grantee shall have the authority to trim trees overhanging any Streets in the Franchise Area so as to prevent branches from coming in contact with the Grantee's wires and cables, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the Grantee's expense.

(6) Subject to any applicable state or federal regulations or tariffs, the City shall have the right to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Grantee in any Street, provided: (a) such use by the City does not interfere with the use by the Grantee; (b) such use by the City does not commercially compete with the Grantee; and (c) the City holds the Grantee harmless against and from all claims, demands, causes of actions, suits, actions, proceedings, damages, costs or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits.

Section 6. Safety Requirements. (1) The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(2) All structures and all lines, equipment and connections in, over, under and upon all Streets of the Franchise Area shall be kept and maintained in a safe and suitable condition and in good order and repair.

Section 7. System Construction and Extension. (1) The Grantee is hereby authorized to extend the system within the Franchise Area to the extent that such extension is or may become technically and economically feasible.

(2) Whenever the Grantee shall have received written requests for service from at least 15 subscribers within 400 cable meters (1300 cable feet) of its aerial trunk cable, or from at least 25 subscribers within 400 cable meters (1300 cable feet) of its underground trunk cable, it shall extend its system to such subscribers solely for the usual connection and service fees for all subscribers, provided that such extension is technically and economically feasible. The 400 meters shall be measured in extension length of Grantee's cable required for service located within the public way or easement and shall not include length of necessary drop to the subscriber's home or premises.

(3) No person in the Grantee's service area shall be arbitrarily refused service; but in recognition of the capital costs involved in unusual circumstances, including, without limitation, instances when the distance from distribution cable to connection of service to subscribers is more than 45 meters (150 cable feet) or when a subscriber density exists less than the density specified hereinabove, service may be made available on the basis of costs of materials, labor and easements, in order to prevent inequitable burdens on cable subscribers in more densely populated areas.

Section 8. Operational Standards; Force Majeure. (1) The Grantee shall operate and maintain its Cable System in full compliance with the standards set forth by the Federal Communications Commission.

(2) The Grantee shall have no obligation to construct or extend the system, nor to provide, repair, replace, maintain or operate Cable Service, for any cause beyond Grantee's control, including, without limitation, acts of God, fire, flood, earthquakes, hurricane, unavoidable casualty, extraordinary delays in transportation, strikes, lockouts, picketing, boycotts, embargoes, government orders or other requirements, acts of civil or military authorities, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, energy shortages, acts or omissions of carriers, or activities or other emergency conditions including weather conditions incompatible with good quality workmanship.

Section 9. Office; Complaints. The Grantee shall maintain a business office or agent which Subscribers may telephone during regular business hours without incurring added message or toll charges, so that complaints regarding cable television operations may be promptly reported to the Grantee.

Section 10. Franchise Payments. (1) The Grantee shall pay the City a sum equal to three percent (3%) of the Gross Subscribers Revenues per annum derived by the Grantee from all Subscribers located within the City.

(2) Within 60 days after the first day of July of each year, during the term of this Franchise Agreement, the Grantee shall file with the City a report of such revenues as described within this section for the next preceding twelve (12) month period, which report shall include a computation of the franchise payment due. The City shall determine the accuracy of the franchise payment computation, and if it finds any errors, shall report the same to Grantee for correction. The records of the Grantee reflecting the information relevant in determining revenues described in this section shall be available for inspection by the City Council or its duly authorized representative at all reasonable hours and upon reasonable notice of not less than 15 days.

(3) The payments described in this section shall be in lieu of any and all other franchise, occupation, privilege, pole, wire, instrument, excise or other taxes except general ad valorem property taxes, sales taxes, City license tax and other special improvement taxes lawfully levied by the City or any other subdivision of the State of Utah pursuant to law.

(4) The business of cable television is hereby classified as a "retail business" for licensing purposes and the Grantee shall pay the annual license fee for such business at the rate in effect each year for such businesses, but it will not be singled out for tax treatment different from other members of that general class of business. The Grantee is authorized to charge and collect this franchise fee from the Subscribers in addition to the charges for Cable Services heretofore or hereafter approved by the City in the same manner as such billing and collection is authorized under the utility franchises issued by the City.

Section 11. Indemnification of City. (1) The Grantee shall at all times protect and hold the City harmless from all claims, actions, suits, liability, loss, expense or damages of every kind and description, including investigation costs, court costs, and reasonable attorney's fees, which may accrue to or be suffered or claimed by any person or persons arising out of the negligence of the Grantee in the ownership, construction, repair, replacement, maintenance and operation of said Cable System and by reason of any license, copyright, property right or patent of any article or system used in the construction or use of said system, provided the City gives the Grantee prompt notice of any such claims, actions, and suits, without limitation, in writing. The Grantee shall maintain in full force and effect during the life of any franchise, comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than (a) \$2,000,000 for bodily injury or death to each person; and (b) \$3,000,000 for property damages resulting from any one accident.

(2) The City may require that any and all investigation of claims made by any person against the City arising out of any use or misuse of privileges granted to the Grantee hereunder shall be made by, or at the expense of the Grantee or its insurer. The Grantee may bring its obligations to carry any insurance required hereby within the coverage of any so-called blanket policy or policies of insurance now or hereafter carried, by appropriate amendment, endorsement or otherwise, provided, however, the interests of the City shall be as fully protected thereby as if the Grantee had obtained individual policies of insurance.

Section 12. Procedures. (1) Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the City in regard to the operations of the Grantee's Cable System, shall be taken only after thirty (30) days written notice to the Grantee of such action or proposed action, and the Grantee has been given an opportunity to respond in writing and at any hearing which may be specified by the City.

(2) The notice required by this section shall state clearly the action or proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedures as may be specified by the City. If a hearing is to be held, the notice shall give the date and the time of such hearing, whether public participation will be allowed and the procedures by which such participation may be obtained. The company shall be a necessary party to any hearing conducted in regard to its operations.

Section 13. Procedure Upon Termination. Upon expiration of the Franchise Agreement, if the

Grantee shall not have acquired an extension renewal thereof and accepted the same, it may have and it is hereby granted, the right to enter upon the Streets or other property of the City, for the purposes of removing therefrom any or all of its Grantee Property or otherwise. In so removing said Grantee Property, the Grantee shall refill, at its expense, any excavation that it shall make and shall leave said Streets in as good condition as that prevailing prior to the Grantee's removal of Grantee Property.

Section 14. Approval of Transfer. The Grantee shall not sell or transfer its plant or Cable System to another, other than a person controlling, controlled by or under common control with the Grantee, nor transfer any rights under this Franchise Agreement to another, without prior written notification to the City. No sale or transfer of the Grantee's assets used in the performance of this Franchise Agreement shall be effective until the vendee, assignee or lessee has filed in the office of the City clerk an instrument duly executed reciting the fact of such sale, assignment or lease, accepting the terms of the Franchise Agreement and agreeing to perform all the conditions thereof. Neither this section nor other sections of this Franchise Agreement shall preclude the mortgaging, hypothecating, or assigning of rights in the Cable System, or the pledge of stock by the Grantee for the purpose of financing.

Section 15. Miscellaneous Provisions. (1) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City clerk.

(2) The Grantee shall assume the cost of publication of this Franchise Agreement when such publication is required by law. A bill for publication costs shall be presented to the Grantee by the City clerk.

(3) In the case of any emergency or disaster, the Grantee shall, upon request of the City make available its facilities to the City for emergency use during the emergency or disaster period.

Section 16. Compliance with Applicable Laws and Ordinances. The Grantee shall at all times during the life of this Franchise Agreement be subject to all lawful exercise of the police power by the City. The City reserves the right to adopt from time to time in addition to the provisions herein contained such ordinances as may be necessary to the exercise of police power. Such regulation shall be reasonable and not in derogation of the rights herein granted, nor in conflict with the laws of the state or other local or federal laws or regulations.

Section 17. Violations; Penalties. (1) From and after the effective date of this title, it shall be unlawful for any person to construct, install or maintain within any public Street in the City, or within any other public property of the City, or within any privately-owned area within the City which has not yet become a public Street but is designated or delineated as a proposed public Street on any tentative subdivision map approved by the City, any equipment or facilities for distributing any television signals or radio signals through a Cable System, unless a franchise authorizing such use of such Street or property or area has first been obtained, and unless such franchise is in full force and effect.

(2) It shall be unlawful for any person to make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the franchised Cable System within this City for the purpose of enabling anyone to receive any television signal, radio signal, picture, sound, or other transmission, without payment to the Grantee.

(3) It shall be unlawful for any person, without the consent of the owner, willfully to tamper

with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, sound or other transmission.

(4) Any person violating or failing to comply with any of the provisions of this section shall be guilty of a class C misdemeanor.

Section 18. Line Severing. If at any time the Grantee's cable and/or other equipment is disturbed, damaged, or severed the cost of repair shall be paid by the party responsible for said damage. The Grantee may charge the responsible party for the time and materials expended for repair of said damage. The City will cooperate with the Grantee to assist in enforcing any charge or penalty arising from cable severing or other damage to Grantee Property.

Section 19. Separability. If any part of this Franchise Agreement is for any reason held invalid by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions. The invalidity of any portion of this Franchise Agreement shall not abate, reduce or otherwise affect any consideration or other obligation required of the Grantee.

Section 20. Approval by City Council and Effective Date. This Franchise Agreement shall be effective upon execution by the Grantee and the City's Mayor and the prior approval of this Franchise Agreement by resolution of the City Council adopted at a public meeting duly noticed under Utah law.

[SIGNATURE PAGE TO FOLLOW]

AGREED TO this ____ day of _____, 20__.

CITY OF _____

By: _____
Its: Mayor

ATTEST:

City Clerk

CENTRAL TELCOM SERVICES, LLC

By: _____
Its: _____



Jacee Barney <jacee@littlegreenvalley.com>

Complaint - 230 E 200 S Monroe

Broox Anderson <brxanderson@gmail.com>
To: jacee@littlegreenvalley.com

Fri, Jul 31, 2020 at 12:49 PM

Jacee,

Thank you for looking into this for me. I have the adjacent property, 252 E 200 S, listed for sale and have found that Don Gregory's landfill in his backyard has been a deterrent to potential buyers. There are multiple large open pits full of cans in his yard. In addition, there are several dogs on his property that bark constantly. Any help would be appreciated.

Broox Anderson
Hometown Realty

MONROE CITY

SURPLUS PROPERTY

The Monroe City Council declared the following as surplus property and offers it for sale.

Seal bids will be received for the following:

HP Color printer with supplies

Camp Chef Cooker with grill