



MAGNA METRO TOWNSHIP COUNCIL
Meeting Agenda
April 26, 2022

Webster Center
8952 West Magna Main Street
Magna, Utah 84044

PUBLIC NOTICE IS HEREBY GIVEN that the Magna Metro Township Council will hold a regular meeting on the **26th day of April 2022** at the Webster Center, 8952 West Magna Main Street Magna, Utah as follows:

This meeting will be held at the anchor location and electronically for members of the staff and/or public that cannot attend due to continuing concerns regarding COVID-19, other health reasons, or other reasons. Those interested in attending electronically should follow the information noted at the end of this agenda. **

Portions of the meetings may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.

6:00 PM – BUSINESS MEETING

1. CALL TO ORDER
2. Determine Quorum
3. Pledge of Allegiance
4. Unified Police Department Report *[Chief Del Craig]*
5. Magna Financial Report *[Rori L. Andreason, Administrator]*

6. PUBLIC COMMENTS *(Limited to 3 minutes per person)*

Any person wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the Council at this point by stepping to the microphone and giving their name for the record. ***Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body.***

7. COMMUNITY STAKEHOLDER REPORTS

7.1 Magna in Motion *[Kari Duckworth]*

7.2 4th of July *[Kari Duckworth]*

7.3 Magna Chamber of Commerce *[Fonda Oliphant]*

7.4 Pleasant Green Cemetery *[Sharon Nicholes/Nunny Nicholes]*

7.5 Code Enforcement Report *[Mike Sena, Code Enforcement Officer]*

7.6 Salt Lake County Animal Control Report *[Carrie Siebert, SLCO Animal Services, Liaison Coordinator]*

7.7 MSD Planning Department Code Update *[Lupita McClenning, MSD Director of Planning & Development Services]*

8. PUBLIC HEARING

8.1 Receive public comment on Redistricting Map Options for the Magna Metro Township Council
[Rori L. Andreason, Administrator]

ACTION: Consider **Resolution No. 22-04-01** A Resolution Approving the 2022 Redistricting Map of the Magna Metro Township Council

9. ACTION ITEMS

9.1 Discussion and Possible Motion to Consider **Resolution No. 22-04-02** A Resolution Approving a Transportation Study Comparing 8400 West and Mountain View Corridor *[Council Member Trish Hull]*

9.2 Discussion and Possible Motion to Consider **Resolution No. 22-04-03** A Resolution of the Magna Metro Township Council Approving the Interlocal Agreement Between Magna Metro Township and Salt Lake County for Supporting “Communities that Care” Coalition in Magna Metro Township *[Council Member Trish Hull]*

10. DISCUSSION ITEMS

10.1 Discussion of Proposed Bird Scooter Agreement *[Paul Ashton, Attorney]*

10.2 Discussion of Proposed Google Fiber Agreement *[Paul Ashton, Attorney]*

10.3 Discussion of Proposed Dominion Energy Agreement *[Paul Ashton, Attorney]*

11. COUNCIL REPORTS

12. ADMINISTRATOR REPORT

13. ANNOUNCEMENTS

14. ADJOURN

**** GoToMeeting Option**

Magna Metro Township Council Meeting

Tue, Apr 26, 2022 6:00 PM - 9:00 PM (MDT)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/921892941>

You can also dial in using your phone.

United States: [+1 \(224\) 501-3412](tel:+12245013412)

Access Code: 921-892-941

Upon request with three (3) working days' notice, the Greater Salt Lake Municipal Services District, in support of the Magna Metro Township, will make reasonable accommodations for participation in the meeting. To request assistance, please call (385) 468-6703 – TTY 711.

A copy of the foregoing agenda was posted at the following locations on the date posted below: Magna Metro Township website at www.magnametrotownship.org and the State Public Notice Website at

<http://pmn.utah.gov>. Pursuant to State Law and Magna Ordinance, Councilmembers may participate electronically. Pursuant to Utah Code Ann. § 52-4-205, Parts of Meetings may be Closed for Reasons Allowed by Statute.

POSTED: April 24, 2022

Magna Township

Budget Report Yearly

25.00%

3/31/2022

Revenues

	Actual to 3/31/2022	FY 2022 Budget	Projected
Sales taxes	1,223,645	4,000,000	4,000,000
Grants	14,666	500,000	500,000
Transportation sales tax	110,409	345,000	345,000
Class C road funds	183,456	1,000,000	1,000,000
Liquor allotment	-	17,000	17,000
Cares Act	-	-	-
ARPA funding	-	-	-
Business License	7,366	50,000	50,000
Building permits	350,858	900,000	900,000
Other permits	430	20,000	20,000
Sewer and water permits	-	5,000	5,000
Zoning - land use permit	-	65,000	65,000
Engineering services	6,375	50,000	50,000
Planning service	191,615	500,000	500,000
Storm drain fee	-	-	-
Code enforcement fines	-	3,500	3,500
Justice court fines	-	150,000	150,000
Interest earnings	1,548	9,000	9,000
Miscellaneous	-	-	-
Transfers in	598,055	615,055	615,055
Total Revenues	\$ 2,688,423	\$ 8,229,555	\$ 8,229,555

Expenses - Administration

Wages	15,791	60,000	60,000
Employee Benefits	3,330	10,000	10,000
Awards, promotional & meals	16	-	100
Subscriptions/Memberships	-	10,000	10,000
Printing/Publications/Advertising	79	8,000	8,000
Travel/Mileage	2,138	20,000	20,000
Office expense and supplies	20,685	5,000	20,685
Computer equipment/Software	2,343	10,000	10,000
Attorney-Civil	8,318	70,000	70,000
Attorney-Land use	1,228	20,000	20,000
Training & Seminars	566	10,500	10,500
Web page development/Maintenance	12	3,255	3,255
Software/Streaming	1,295	1,000	1,500
Payroll processing fees	246	1,100	1,100
Grant charged expense	-	-	-
Communications	-	10,000	10,000
Contribution/Special events	-	80,500	80,500
Insurance	-	15,500	15,000
Workers comp insurance	-	500	500
Postage	-	2,000	2,000
Professional and technical	35,060	140,200	140,200
UFA emergency services	10,333	40,000	40,000
Grant related	-	-	-
SL (Client) County Support Services	3,181	57,500	57,500
Equipment/Computer purchases	-	-	-
Beer funds	-	17,000	17,000
Rent	3,000	18,000	18,000
Non classified expenses	-	5,000	5,000
Total Administration	\$ 107,621	\$ 615,055	\$ 630,840

Revenues**Expenses - Transfers**

Contribution to GF

Transfer to Capital projects

Total Transfers**Total Expenses****Surplus/Deficit**

Actual to 3/31/2022	FY 2021 Budget	Projected
1,128,764	6,866,932	6,866,932
-	747,568	747,568
\$ 1,128,764	\$ 7,614,500	\$ 7,614,500
\$ 1,236,385	\$ 8,229,555	\$ 8,245,340
\$ 1,452,038	\$ -	\$ (15,785)

Cares Act

Cash - Zion's cares

Covid Expense and supplies

Cares Expense and supplies

Total Administration

Actual to 3/31/2022	FY 2022 Budget	Projected
-	-	-
-	-	2,000
-	-	65,000
\$ -	\$ -	\$ 67,000

Pleasant Green Cemetery**Revenues**

Sale of lots

Grave openings

Other revenue

Total Revenues

Actual to 3/31/2022	FY 2022 Budget	Projected
-	-	10,000
-	-	10,000
-	-	-
\$ -	\$ -	\$ 20,000

Expenses - Administration

Grave opening expenses

Headstone expenses

Cremation expenses

Utilities - water

Travel/Mileage

Computer equipment/Software

Professional and technical

Sundry charges

Total Administration

-	-	6,500
-	-	1,500
0	-	1,000
-	-	500
-	-	-
-	-	500
-	-	-
-	-	-
\$ -	\$ -	\$ 10,000

Total Expenses**Surplus/Deficit**

\$ -	\$ -	\$ 10,000
\$ -	\$ -	\$ 10,000



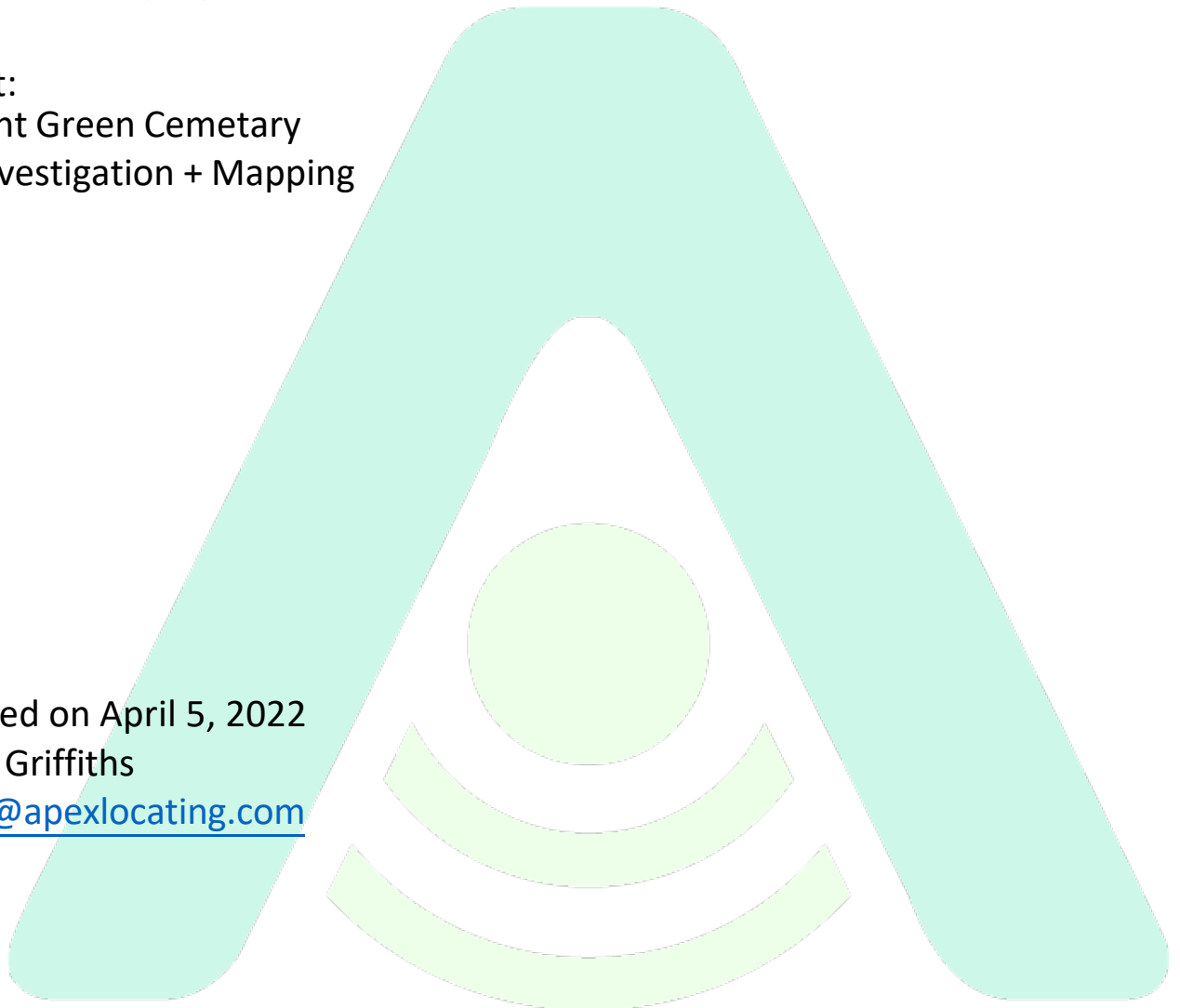
LOCATING SERVICES

385.320.3747 | contact@apexlocating.com | EIN 83-4383540

Prepared for: Pleasant Green Cemetery
Attn: Sharon Nicholes
(801) 641-4169
pgreencemetery@gmail.com

Project:
Pleasant Green Cemetery
GPR Investigation + Mapping

Prepared on April 5, 2022
Reggie Griffiths
reggie@apexlocating.com



SCOPE OF WORK

Apex Locating Services will perform a subsurface investigations using Ground Penetrating Radar (GPR) throughout the cemetery as directed by the client. All marks will be made using pin flags or as otherwise directed. All findings will also be mapped out and plotted on a CAD document to be delivered upon project completion.

Please Note: As with any non-destructive subsurface investigation, limitations outside of our control may be present. To aid in having an effective scan experience please keep in mind that wet conditions inhibit the radar. When scheduling the work, we ask that weather and sprinkler cycles are kept in mind.

PROJECT COSTS

SERVICE	SCOPE	PRICE
Field Work / GPR Investigation	See Above	\$1535 / day
Mapping + CAD doc	Vaults and findings mapped and onto aerial image of area + CAD document	\$350 CAD creation +\$75/day
TOTAL	Anticipated to take 3-5 days.	5 day total = \$8400.00

*This price assumes normal weekday business hours (6am-5pm) and includes our standard insurance limits of 1M/2M GL, 1M WC, and 1M PL. This service is never a replacement for the use of the state One Call system (811). Though we have OSHA certificates and training, site-specific safety training is not included in this quote. Please notify us if this project requires additional safety training.

ACCEPTED AND AGREED:

Company

Signature

Date

PO# / Job#

Name

TERMS & CONDITIONS

1. The Client has fully read and agrees to perform all the requirements as outlined in this document.
2. The Client acknowledges that they understand that our results are based upon the quality of the data received, which may vary due to several factors. These factors may include poor soil conditions, standing water, among other equipment specific limitations. More details may be provided of these limitations upon request. These limitations are common to all locating equipment. The choice to resume with drilling, excavation, digging, or other type of destructive method is at the sole discretion of the client.
3. Apex Locating Services cannot accept liability for damages or associated costs that are determined to be a result of limitations either unforeseen or covered in this document. For damages that are determined to be due to the negligence of Apex, Apex will collaborate directly with customer to come to an equitable resolution for both parties. These terms and conditions supersede any other previous terms and conditions either oral or If Apex Locating Services provides maps or CAD drawings, please note that the map is not survey grade quality. These are representations of our own findings performed on a previous date. The original work performed of limited scope and findings outside of this area/scope are not shown.
4. Payment is due 30 days upon receipt of invoice.
5. If for any reason the technician arrives on site and the work is cancelled there will be a charge of \$500.00 per requested technician.



TNR Community Cat Program

PROGRAM OVERVIEW

- FREE ROAMING CATS IN THE COMMUNITY ARE TRAPPED, STERILIZED, EAR-TIPPED, VACCINATED, AND RELEASED BACK IN THE AREA.
- PROTECTED AND ENFORCED BY THE COMMUNITY CAT ACT, *UTAH STATE CODE 11-46-302*



TRAP & REMOVAL METHOD

- ONLY PROVIDES TEMPORARY RELIEF.
- REMOVAL CAUSES A VACUUM EFFECT.
- POPULATION DOESN'T STABILIZE.
- OVERFLOWS SHELTERS AND NEGATIVELY IMPACTS NO-KILL MISSION.





CAT INSTINCTS AND NEEDS

- TERRITORIAL AND OPPORTUNISTIC
- STABLE COLONIES DEPENDS ON STERILIZATION AND MANAGEMENT OF ESSENTIAL RESOURCES
- SEEK OUT SOFT DIGGABLE SURFACES FOR DEFECATION AND DIGGING
 - CAN BE MANAGED WITH A WIDE VARIETY OF AVAILABLE DETERRENTS



TNR BENEFITS

- **THOUGH EFFECTS ARE NOT IMMEDIATE THE PROGRAM PROVIDES A LONG-TERM SOLUTION**
- **POPULATION STABILIZES**
- **MANY NUISANCE BEHAVIORS DECREASE OR CEASE.**
- **SUPPORTS NO-KILL MISSION**



MAGNA STATISTICS

- IN 2021 OUR TNR OFFICERS ASSISTED 113 FERAL CAT COLONIES.
- AS OF 4-19-22 OUR TNR OFFICERS HAVE ASSISTED 29 FERAL COLONIES
- IN ADDITION TO TRAPPING EACH CAT COLONY CASE REQUIRES
 - CANVASING THE NEIGHBORHOOD FOR CAREGIVERS
 - SEEKING PERMISSION TO TRAP ON PRIVATE LAND
 - ASSESSING RESOURCES IN THE AREA
 - EDUCATING COMPLAINANTS AND CAREGIVERS ON HOW TO MANAGE NEEDS LONGTERM

MAGNA METRO TOWNSHIP

RESOLUTION NO.: 22 - 04 - 01

DATE: April 26, 2022

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP
COUNCIL ADOPTING A NEW MAGNA METRO
TOWNSHIP COUNCIL DISTRICT MAP**

WHEREAS, the Magna Metro Township ("Magna") is a Municipality pursuant to Utah Code §§ 10-2a-401 et seq.

WHEREAS, to be elected from a district, a city council member must be a qualified elector residing in the district; and

WHEREAS, the legislative districts of Magna Metro Township are as provided on a map duly approved by the Magna Metro Township Council; and

WHEREAS, the districts shall be reapportioned following each federal decennial census to maintain substantially equal populations; and

WHEREAS, Magna Metro Township prepared and considered several council district options; and

WHEREAS, on April 26, 2022 the Magna Metro Township Council provided an opportunity for the public to comment on the map options,

THEREFORE, BE IT RESOLVED by the Magna Metro Township Council, Magna, Utah:

Section 1. The Magna Metro Township Council hereby adopts the Magna Metro Township Council District Map as depicted in Option _____ as shown in Exhibit "A".

Section 2. The Magna Metro Township Council directs the Metro Clerk to notify the Salt Lake County Clerk of the adoption of the Magna Metro Township Council District Map and to provide supporting documentation.

Section 3. This resolution shall take effect immediately.

APPROVED AND ADOPTED by the Magna Metro Township Council, in Magna, Salt Lake County, Utah this 26th day of April 2022.

MAGNA METRO TOWNSHIP

BY: _____
DAN W. PEAY, MAYOR

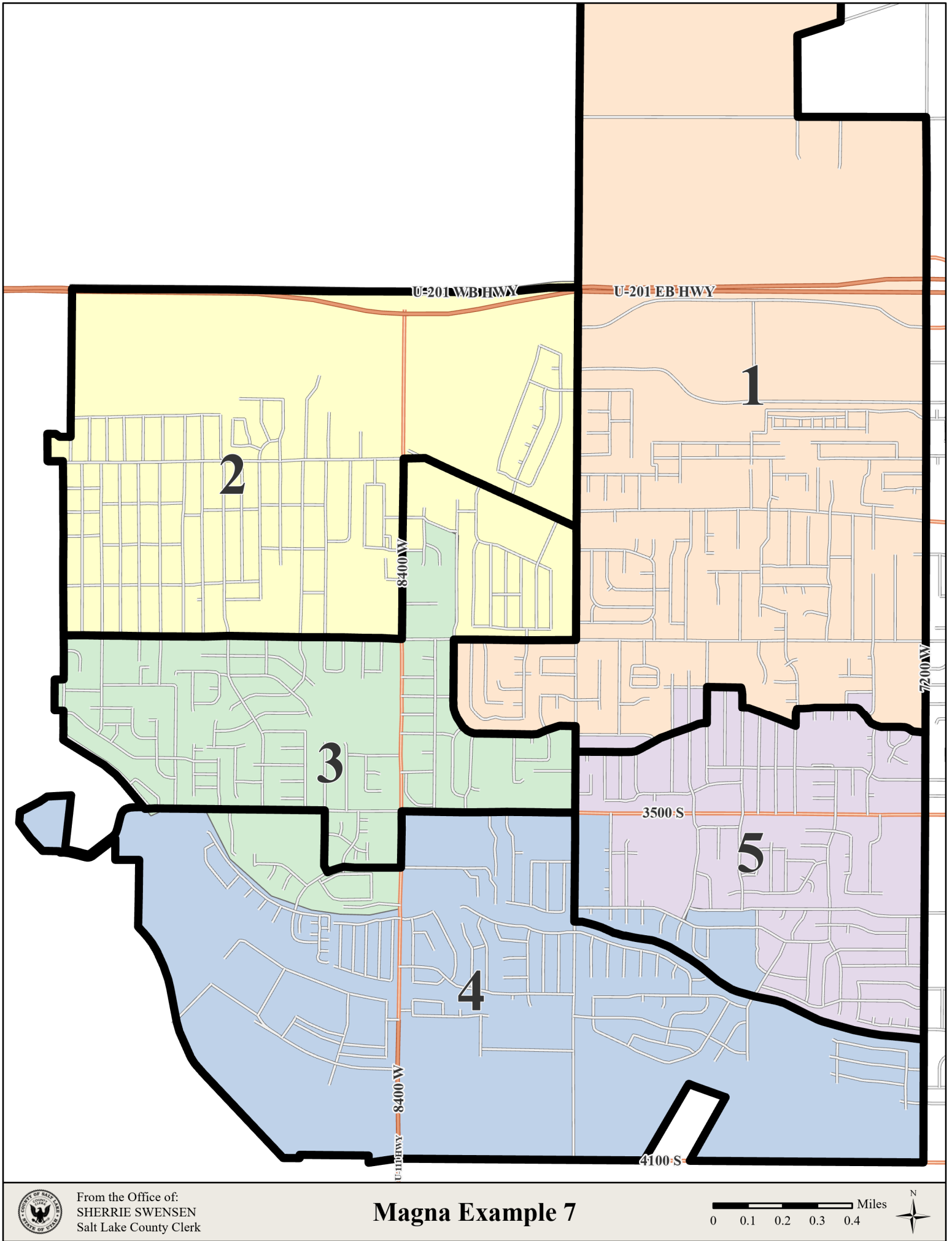
ATTEST:

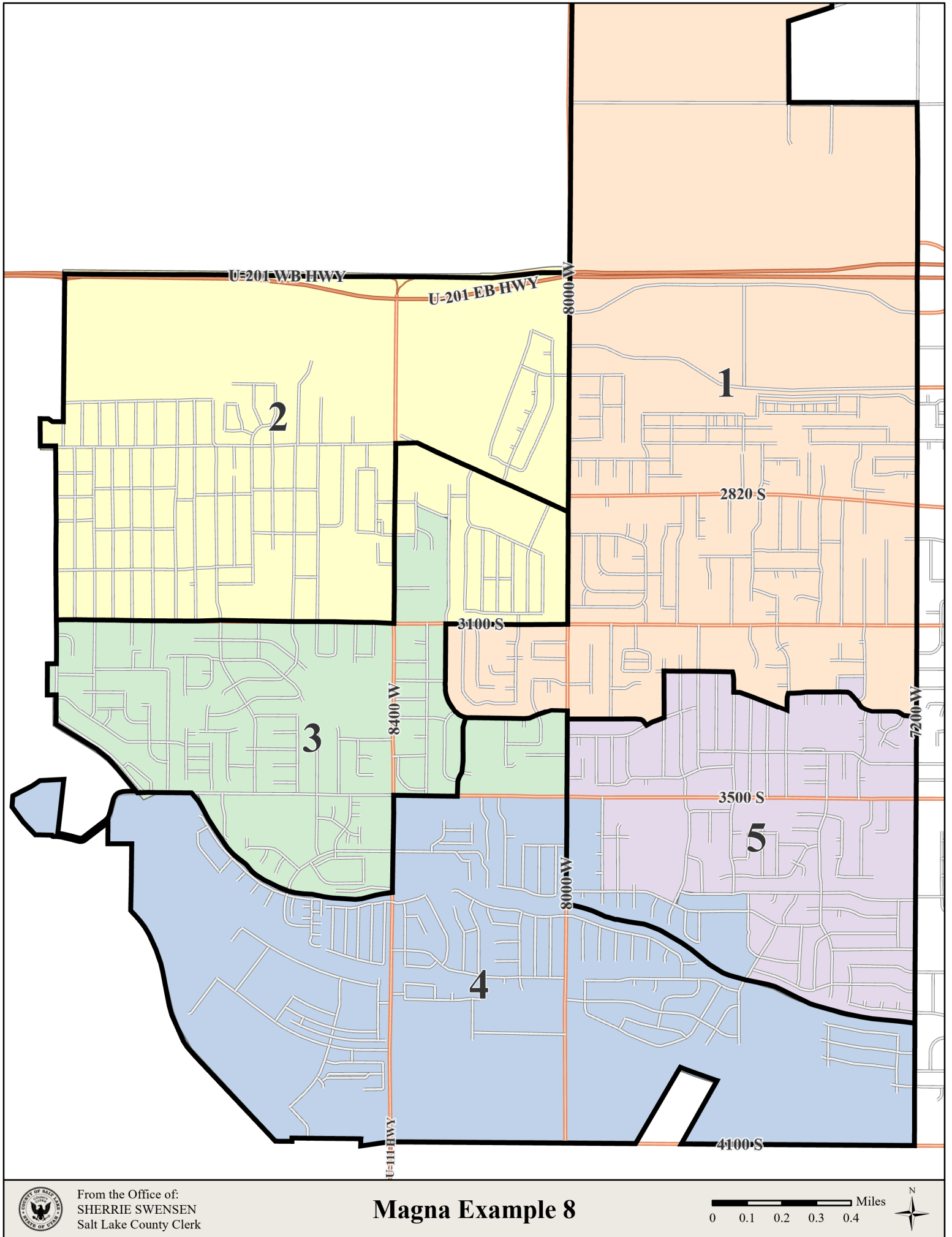
SHERRIE SWENSEN,
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER
VOTE BY COUNCIL: AYE NAY

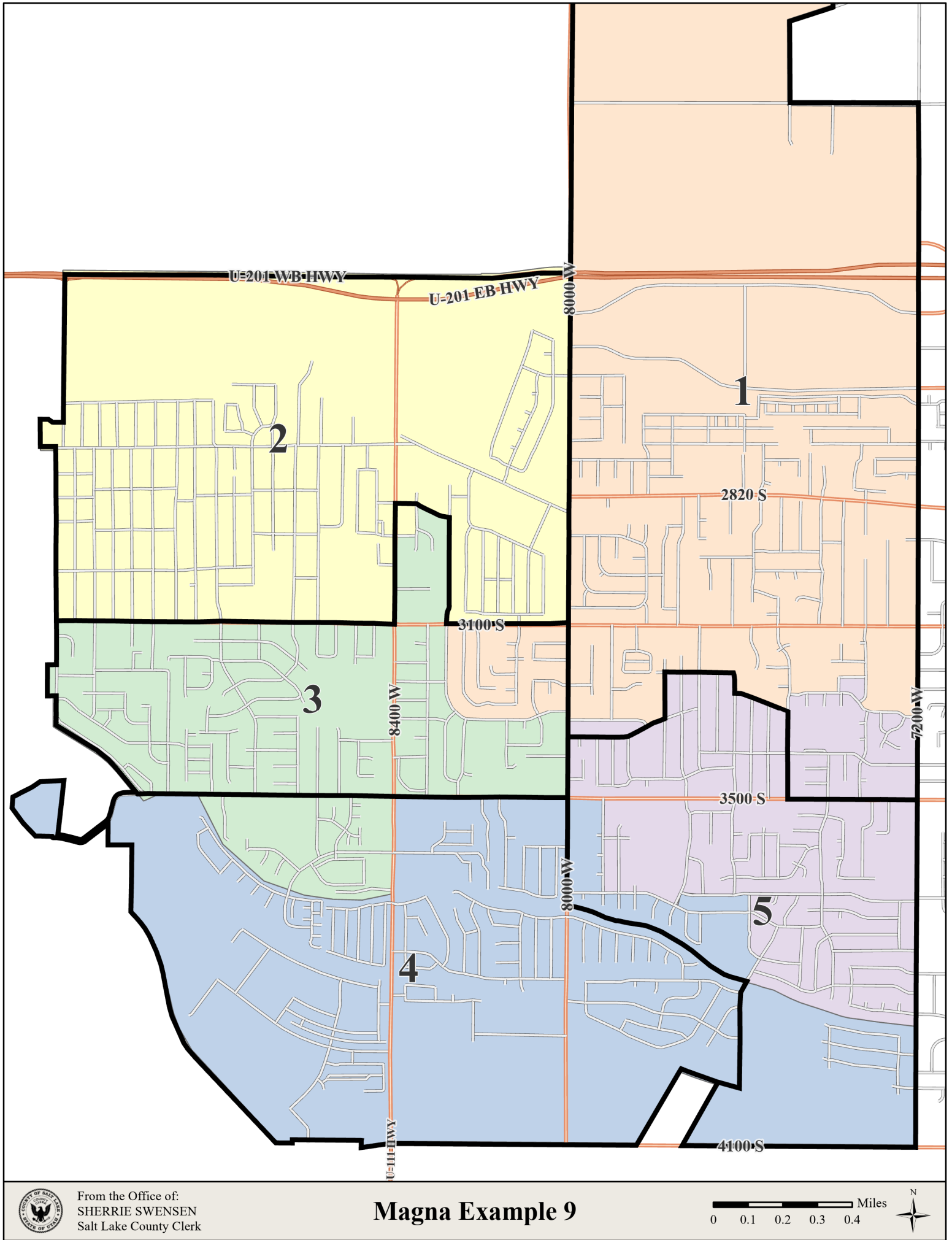
MAYOR DAN PEAY	_____	_____
ERIC BARNEY	_____	_____
STEVE PROKOPIS	_____	_____
TRISH HULL	_____	_____
AUDREY PIERCE	_____	_____

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY





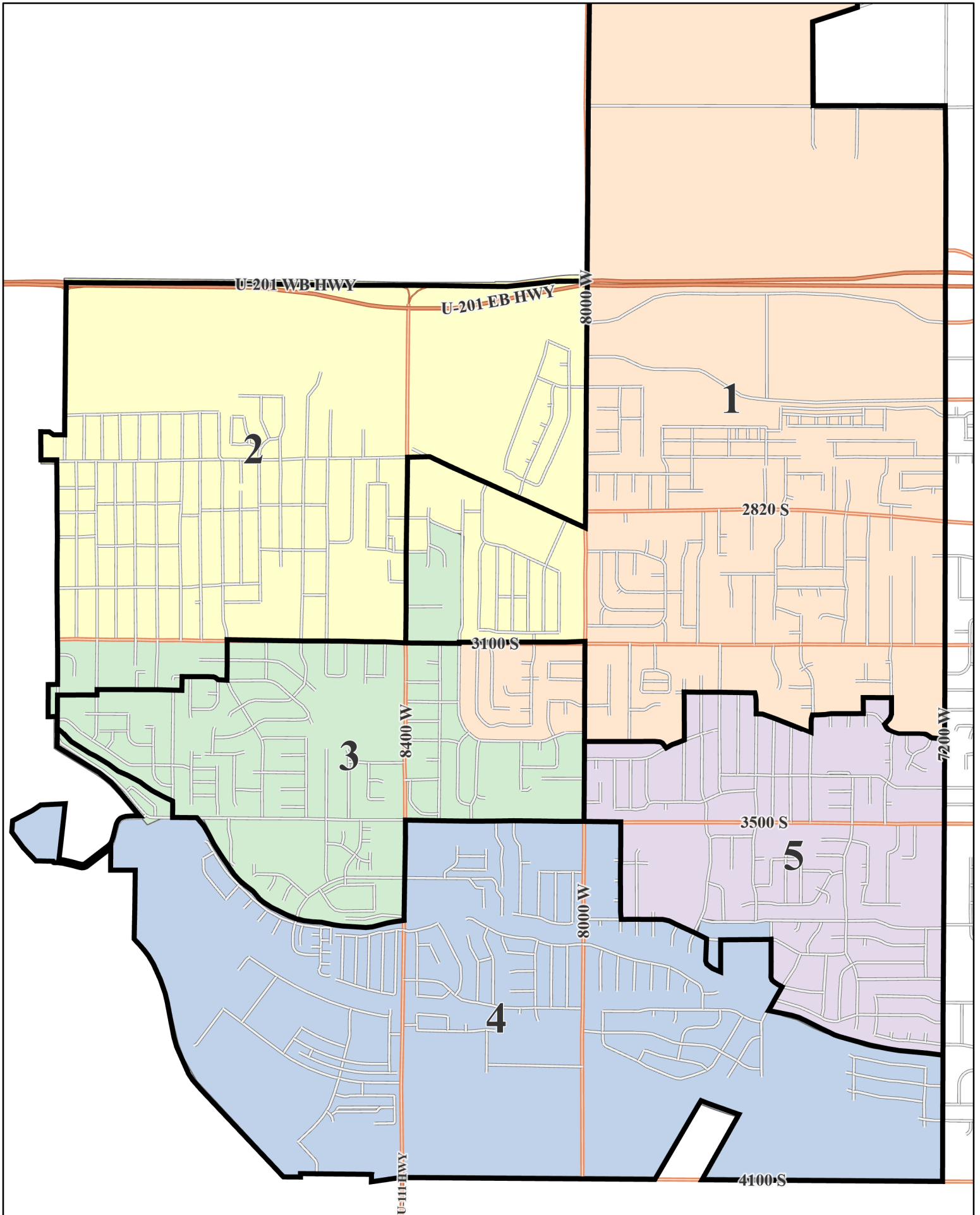


From the Office of:
SHERRIE SWENSEN
Salt Lake County Clerk

Magna Example 9

0 0.1 0.2 0.3 0.4 Miles



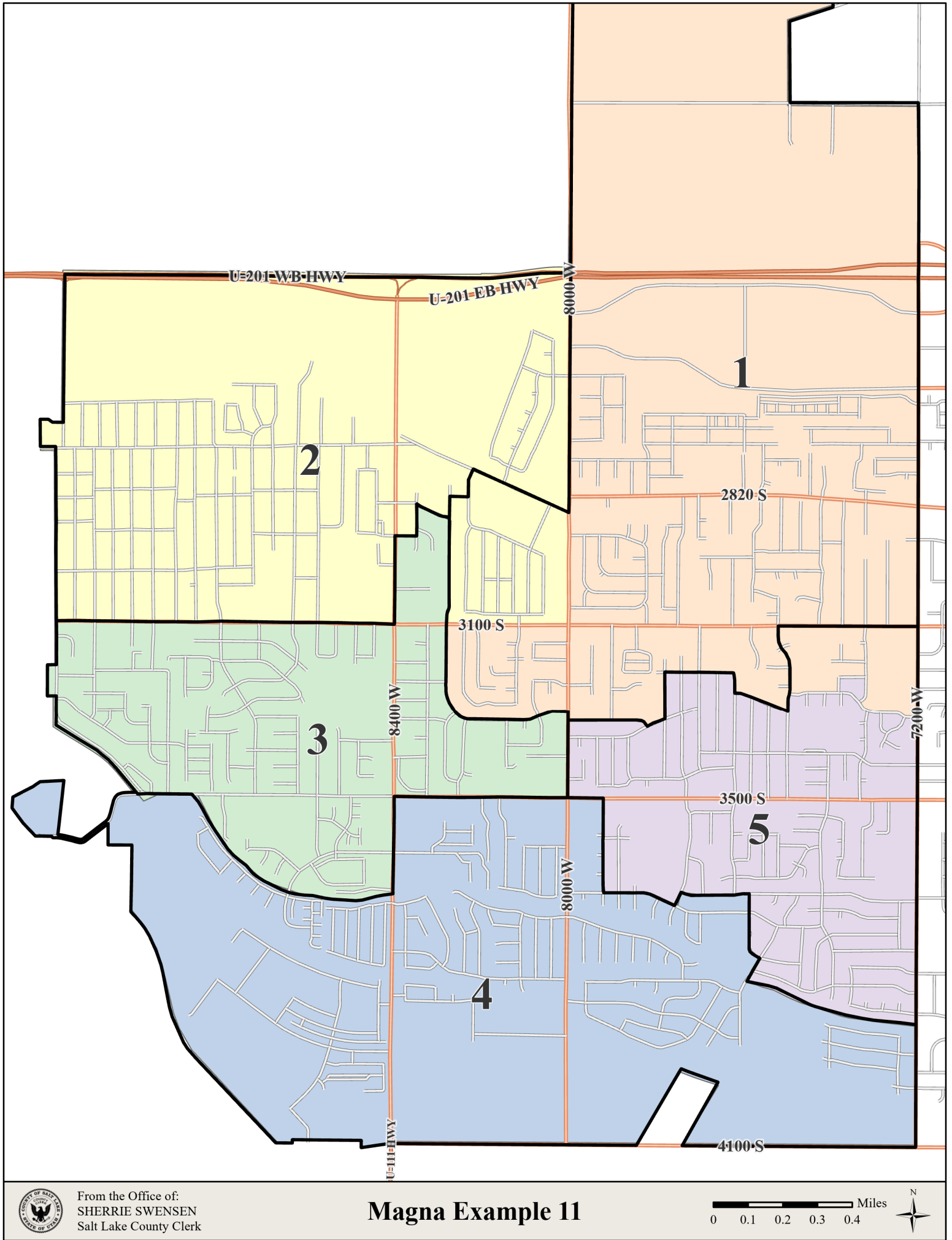


From the Office of:
SHERRIE SWENSEN
Salt Lake County Clerk

Magna Example 10

0 0.1 0.2 0.3 0.4 Miles



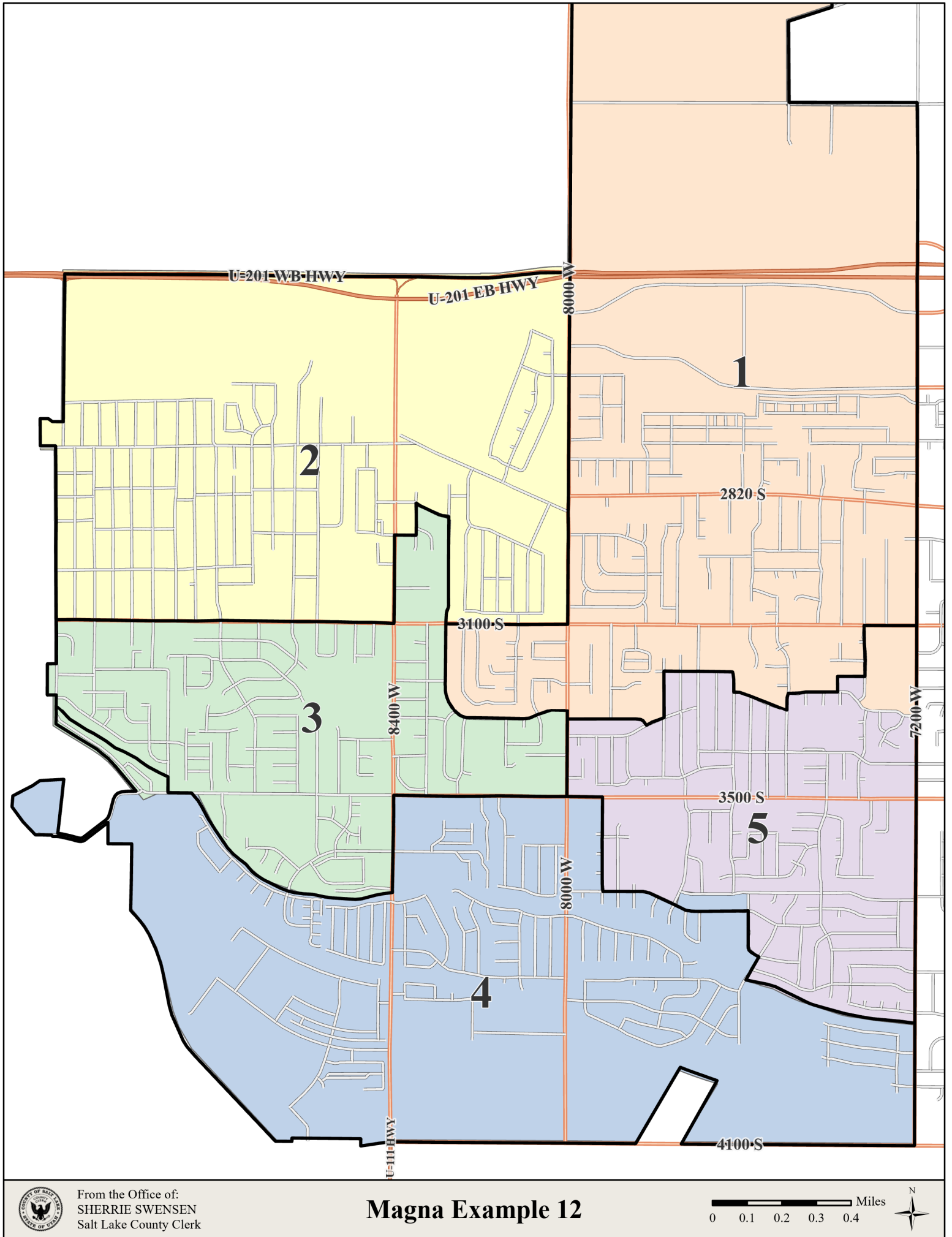


From the Office of:
SHERRIE SWENSEN
Salt Lake County Clerk

Magna Example 11

0 0.1 0.2 0.3 0.4 Miles





From the Office of:
SHERRIE SWENSEN
Salt Lake County Clerk

Magna Example 12

0 0.1 0.2 0.3 0.4 Miles



Magna Example 11	
1	5,734
2	5,906
3	6,121
4	5,713
5	5,777
Diff.	408
Ideal	5,850.20
High Dev	270.8
Low Dev	137.20
High Pct	4.63%
Low Pct	2.35%
Total	6.97%

Magna Example 12	
1	5,663
2	6,187
3	6,003
4	5,686
5	5,712
Diff.	524
Ideal	5,850.20
High Dev	336.8
Low Dev	187.20
High Pct	5.76%
Low Pct	3.20%
Total	8.96%

MAGNA METRO TOWNSHIP

RESOLUTION NO.: 22-04-02

DATE: April 26, 2022

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP
COUNCIL AUTHORIZING THE UTAH DEPARTMENT OF
TRANSPORTATION TO CONDUCT A STUDY COMPARING
8400 WEST TO MOUNTAIN VIEW CORRIDOR FOR TRUCK
TRAFFIC**

WHEREAS, the Magna Metro Township ("Magna") is a Municipality pursuant to Utah Code §§ 10-2a-401 et seq.

WHEREAS, the Magna Metro Township Council desires the Utah Department of Transportation ("UDOT") to conduct a transportation study comparing 8400 West to Mountain View Corridor for truck traffic; and

WHEREAS, the Magna Metro Township Council feels it is in the best interest of the citizens of Magna to conduct this study,

THEREFORE, BE IT RESOLVED by the Magna Metro Township Council, Magna, Utah:

Section 1. The Magna Metro Township Council hereby authorizes UDOT to conduct a transportation study comparing 8400 West to Mountain View Corridor truck traffic.

APPROVED AND ADOPTED by the Magna Metro Township Council, in Magna, Salt Lake County, Utah this 26th day of April 2022.

MAGNA METRO TOWNSHIP

BY: _____
DAN W. PEAY, MAYOR

ATTEST:

SHERRIE SWENSEN,
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

VOTE BY COUNCIL:	AYE	NAY
MAYOR DAN PEAY	_____	_____
ERIC BARNEY	_____	_____
STEVE PROKOPIS	_____	_____
TRISH HULL	_____	_____
AUDREY PIERCE	_____	_____

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

MAGNA METRO TOWNSHIP

RESOLUTION NO. 2022-04-03

DATE: April 26, 2022

**A RESOLUTION OF THE MAGNA METRO TOWNSHIP COUNCIL APPROVING
THE INTERLOCAL AGREEMENT BETWEEN MAGNA METRO TOWNSHIP AND
SALT LAKE COUNTY FOR SUPPORTING “COMMUNITIES THAT CARE”
COALITION IN MAGNA METRO TOWNSHIP**

WHEREAS, the Magna Metro Township (“Magna”) is a municipality pursuant to Utah Code §§ 10-2a-402 *et. seq.*; and

WHEREAS, the Magna Metro Township Council (the “Council”) is the municipal legislative body for Magna pursuant to Utah Code §10-3b-501; and

WHEREAS, the Council desires to enter into an Interlocal Agreement with Salt Lake County for supporting a successful “Communities that Care” Coalition in Magna Metro Township, which is paid for through grants; and

WHEREAS, the Council feels it is in the best interest of the City to enter into this Interlocal Agreement with Salt Lake County,

THEREFORE, BE IT RESOLVED, by the Council of Magna Metro Township, Magna, Utah:

SECTION 1. The Council hereby approves the Interlocal Agreement between Magna Metro Township and Salt Lake County, hereinafter known in Attachment A, and authorizes the Mayor to sign the contract to affect the same.

SECTION 2. This resolution shall take effect immediately upon passage.

APPROVED AND ADOPTED by the Magna Metro Township Council, Magna, Utah this 26th day of April, 2022.

MAGNA METRO TOWNSHIP:

DAN W. PEAY, MAYOR

ATTEST:

**SHERRIE SWENSEN, SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER**

APPROVED AS TO FORM:

PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

<u>VOTING:</u>	<u>AYE</u>	<u>NAY</u>
COUNCIL MEMBER PIERCE	_____	_____
COUNCIL MEMBER HULL	_____	_____
MAYOR PEAY	_____	_____
COUNCILMEMBER BARNEY	_____	_____
COUNCILMEMBER PROKOPIS	_____	_____

AMENDMENT NO. 1
Interlocal Agreement
Between
Salt Lake County
And
Magna Metro Township

For supporting a successful “Communities that Care” Coalition in Magna Metro Township

This Agreement is made and entered into by and between **Salt Lake County**, a body corporate and politic of the State of Utah, on behalf of its Division of Youth Services (“County”), and **Magna Metro Township** (“Contractor”), an incorporated Township of the State of Utah, on the date below written. County and Contractor may be jointly referred to as “Parties.” The original agreement of the Parties is amended as follows:

SCOPE OF SERVICES:

Subparagraph, County Shall:

- In collaboration with Contractor and with the agreement of the Parties, the County employed a time-limited, 1.0 FTE Coordinator to receive a take-home salary of no less than \$45,000.00 from January 1 through February 11, 2022.
- Ensure all grant requirements are met from the grantor, Salt Lake County Health Department, including, but not limited to data entry into DUGS, invoice submission to Zoom Grants, site visits, program observation, and attendance at Provider Service Network meetings. The County will continue to do this until April, 2022.
- Upon approval of said annual budget, Coordinator will have access to a purchasing card to make purchases within the approved budget. Approval of said purchases will come from the County supervisor. The County will continue to do this until April, 2022.
- All other bullet point subparagraphs shall no longer be binding on the parties.

EXTENSION OF TERM:

Pursuant to the provisions of paragraph 2 of the original agreement, the Parties agree that the term of this Agreement is extended until terminated on the 30th¹ day of June, 2022.

OTHER TERMS AND CONDITIONS:

All other terms and conditions of the original agreement of the Parties, not expressly amended by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment on this _____ day of _____, 2022.

SALT LAKE COUNTY:

By _____
Mayor or Designee
Date: _____

MAGNA TOWNSHIP:

By _____
Mayor
Date: _____

Departmental Approval:

By _____
Division Director or Designee
Date: _____

Approved as to form:

Approved as to form:

By Gavin J. Anderson
Title Deputy District Attorney
Date 10 Feb 2022

By _____
Title: _____
Date: _____

BUSINESS LICENSING AGREEMENT

This Business Licensing Agreement (“**Agreement**”) is entered into by the Magna Metro Township (“**Magna**”), a municipality incorporated under the laws of the State of Utah, and Bird Rides, Inc. (“**Bird Rides, Inc.**”), a Delaware Corporation, as of the date executed by the Parties (“**Effective Date**”). For the purposes of this Agreement, Magna and Bird Rides, Inc. will be referred to individually as “**Party**” or “**Parties**” as the context may require.

RECITALS

A. WHEREAS, in January 2017, Magna incorporated as a new form of municipal government known as a metro township; and

B. WHEREAS, as a metro township, Utah Code Ann. § 10-2a-414(3) provides that each Salt Lake County ordinance in effect on the date of Magna's incorporation will remain in effect and function as part of the Magna Metro Township Code (the “**MMC**”) until “the metro township council amends or repeals the ordinance;” and

C. WHEREAS, MMC § 5.02.010 of the MMC, requires all businesses operating in Magna to obtain a business license before beginning operations; and

D. WHEREAS, in response to persistent violations of its business license requirements, the Magna Metro Township Council adopted Ordinance #20-02-03, which directed its business license staff and code enforcement officers to “use any and all legal means to ensure that business owners comply with Magna’s business license requirements, including but not limited to denial of business license applications for those businesses that begin operations before securing a business license;” and

E. WHEREAS, Bird Rides, Inc. desires to obtain a business license from Magna to operate a shared mobility device system consisting of motor-assisted scooters within Magna’s jurisdictional boundaries; and

F. WHEREAS, among other provisions, Utah Code Ann. § 41-6a-1115.1 authorizes Magna to regulate the operation of motor-assisted scooters within its jurisdiction, to authorize the use of motor-assisted scooters on sidewalks, to designate locations where scooter-share operators may not store shared scooters subject to certain requirements, and to indemnify Magna for certain legal actions, provided that such regulations may not be unduly restrictive and must be consistent with the regulation of bicycles and Title 41 of the Utah Code; and

G. WHEREAS, Title 41 of the Utah Code imposes various requirements on the operation and use of motor-assisted scooters, scooter-share operators, and scooter-share programs, including but not limited to maintaining certain types of insurance coverage and limits; and

H. WHEREAS, MMC § 14.20.040(A) states that it is “unlawful to...place...upon any sidewalk, curb ramp or highway...any...vehicle...or other obstruction; provided [that] vehicles...may be placed temporarily in such manner...as not to impede or obstruct ordinary traffic, but no such...vehicles...will be permitted to remain on such highways contrary to instructions from the operations division of the public works department;” and

I. WHEREAS, the Parties desire to execute this Agreement to outline the process by which Bird Rides, Inc. may obtain a business license to operate its scooter sharing system in Magna.

AGREEMENT

1. **SCOPE:** This Agreement and its terms apply to any proposed deployment of a shared mobility device system within Magna's jurisdictional boundaries. Neither Bird Rides, Inc. nor its officers, employees, agents, or affiliates will deploy a shared mobility system or operate shared mobility devices in Magna or on public rights-of-way subject to Magna’s jurisdiction in violation of this Agreement.

2. **DEFINITIONS.** For the purposes of this Agreement, the following definitions will apply:

a. Shared Mobility Device: Bicycles and motor-assisted scooters operated by a shared mobility device system.

b. Shared Mobility Device System: any transportation service that involves the commercial use of shared mobility devices by users, either concurrently or sequentially after one another.

3. BUSINESS LICENSE APPLICATION AND ADMINISTRATION:

a. Greater Salt Lake Municipal Services District (“MSD”): The Parties agree and understand that Magna contracts with the MSD to provide business license services, code enforcement, planning and zoning, and other municipal services, and that the MSD

acts on behalf of and under the direction of Magna. As such, the MSD will serve as Magna's agent and business license official in processing, regulating, and enforcing any business license it may issue to Bird Rides, Inc. For the purposes of this Agreement, the term "Magna" includes the MSD, although the MSD is not a party to this Agreement.

b. Application:

- i. Before beginning operation of any shared mobility system, Bird Rides, Inc. will file a complete business license application with the MSD, which will process the application as Magna's agent and pursuant to the MMC. To be considered complete, the application must include the information and documents required by MMC § 5.02.030. Bird Rides, Inc. will also pay to Magna all applicable business licensing fees as set forth in Chapter 5.02 of the MMC and as further described in the Magna Consolidated Fee Schedule.
- ii. MMC Section 5.02.030(A)(9) requires applicants to submit their sales tax identification number from the Utah State Tax Commission, Bird Rides, Inc. to ensure that sales tax associated with licensed businesses in Magna are appropriately linked with Magna. If Bird Rides, Inc. will have a physical address in Magna, it will submit a TC-69B form ("Additional Business Locations for a Sales Tax Account") to the Tax Commission listing its physical address in Magna. If, however, Bird Scooters, Inc. will not have a physical address in Magna, it will file with the Tax Commission a TC-62M Schedule J form by the end of each month to report its sales tax revenue from the preceding month and will list Magna as the point of sale.

c. Review of Application: Upon receipt of a complete application and all applicable fees, Magna will process the application pursuant to the timelines set forth in Title 5 of the MMC. The Parties understand and agree that nothing in this Agreement obligates Magna to approve the Application, that Magna must review the application to determine compliance with the criteria set forth in Chapter 5.02 of the MMC, and that Magna will be required to deny an application if the conditions of MMC § 5.02.140 apply; namely, that Bird Rides, Inc. has:

- i. Been convicted of a felony or any crime involving moral turpitude;
- ii. Obtained a license by fraud or deceit;
- iii. Failed to pay personal property taxes, Utah state sales taxes, or other required fees;

iv. Violated the laws of the state, the United States Government, Magna ordinances, or the rules and regulations of any local government or Utah state agency governing operation of the business holding the license or permit; or

v. An outstanding warrant for its arrest.

d. Terms and Conditions: If Magna approves a business license application, the business license will incorporate and require compliance with the terms and conditions set forth in **Exhibit 1**, the emergency management plan set forth in **Exhibit 2**, the deployment/parking plan set forth in **Exhibit 3**, and the operations and maintenance plan set forth in **Exhibit 4**, which are incorporated as part of this Agreement as if fully set forth herein.

e. Renewals: Bird Rides, Inc. understands and agrees that it must renew any business license it may receive annually pursuant to the requirements of Chapter 5.02 of the MMC and that a business license will lapse if it is not renewed in a timely manner. Business license renewals will be reviewed and processed in accordance with the applicable laws, regulations, ordinances, and policies in effect at the time of the renewal. Nothing in this Agreement, however, will prohibit Magna from modifying the terms and conditions in a business license renewal if such modifications are needed to protect public safety, health, and welfare or to ensure compliance with the terms of the business license or applicable laws, regulations, ordinances, policies, and business licenses.

f. Compliance: Bird Rides, Inc. and its officers, employees, agents, and affiliates will comply with the terms of the business license, including but not limited to the terms and conditions set forth in Exhibit 1, the plans set forth in Exhibits 2 – 4, and all applicable laws, regulations, ordinances, and rules applying to bicycles, including but not limited to Title 5 and Chapters 11.32, 14.32, and 14.30 of the MMC.

g. Violations: Nothing in this Agreement supersedes, modifies, abrogates, or changes in any way Magna's authority to enforce and abate violations of the MMC, including but not limited to Titles 5 and 12, and violations of the terms of business license issued to Bird Rides, Inc., its officers, employees, agents, and affiliates. Chapter 5.07 of the MMC, or applicable successor ordinance, will govern any action to suspend or revoke a business license issued to Bird Rides, Inc.

h. Mandatory Waiting Period: Bird Rides, Inc. further agrees and understands that:

- i. Operating a business, including but not limited to a shared mobility device system, before securing a business license will qualify as mandatory grounds for denial under MMC § 5.02.140(A)(4); and
- ii. When a business license application is denied for the reasons set forth in MMC § 5.02.140 or when a business license is suspended or revoked pursuant to Chapter 5.07 of the MMC, Magna will impose a mandatory six-month waiting period before a business license may be granted for the same purpose pursuant to MMC §§ 5.02.180 and 5.07.060.

i. Appeals: Nothing in this paragraph 2 will waive or alter any rights to appeal that Bird Rides, Inc. may have, including but not limited to the appeal process set forth in Chapters 5.02 and 5.07 of the MMC, should Magna deny, suspend, or revoke a business license application or business license.

4. TERM: This Agreement will become effective on the date when each Party executes it and remain in effect until terminated in writing by either Party, provided that neither Party may terminate this Agreement if Bird Rides, Inc. has an active business license that is in good standing with Magna.

5. REPRESENTATIONS REGARDING ETHICAL STANDARDS FOR KEARNS' OFFICERS AND EMPLOYEES AND FORMER MAGNA'S OFFICERS AND EMPLOYEES: Bird Rides, Inc. represents that it has not:

- a. Provided an illegal gift or payoff to a Magna officer or employee or former Magna officer or employee, or their relative or business entity;
- b. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; and
- c. Knowingly breached any of the ethical standards set forth in the Utah Public Officers' and Employees' Ethics Act, Title 16, Chapter 16 of the Utah Code, or any of the ethical standards set forth in Magna's Ethics Code set forth in Chapter 2.07 of the MMC.

6. BUSINESS LOGISTICS PROVIDERS: The Parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's

use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

7. NOTICES: All notices and other communications, required or permitted to be given as part of this Agreement will be in writing and will be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the following, which Parties may change from time to time in writing. The point of contact for Bird Rides, Inc. will be the business agent for Bird Rides, Inc., and must be authorized to receive service of process on behalf of Bird Rides, Inc. and to receive any communication on behalf of Bird Rides, Inc. regarding this Agreement any business license that Magna may issue pursuant to this Agreement.

If to Magna Metro Township:

Greater Salt Lake Municipal Services District
c/o Deborah Garner
Permitting and Licensing Supervisor
2001 S. State, #N 3-600
Salt Lake City, Utah 84190
dgarner@msd.utah.gov
(385) 468-6686

If to Bird Rides, Inc.:

Austin Marshburn
550-552 W. 100 S.
Salt Lake City, Utah 84101
amarshburn@bird.co
(866) 205-2442

8. NO PARTNERSHIP: Nothing herein will be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

9. APPLICABLE LAW AND VENUE: This Agreement will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Agreement will be brought in Salt Lake County, Utah. By executing this Agreement Bird Rides, Inc. consents and agrees that it is subject to Magna's jurisdiction for the purposes of administering and enforcing this Agreement and any business license that may be issued pursuant to this agreement.

10. ENTIRE AGREEMENT: This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior oral or written agreements, communications, understandings, representations, or discussions between the Parties involving the issues that are the subject of this Agreement.

11. AMENDMENT: This Agreement may only be amended by a writing signed by both Parties.

12. SEVERABILITY: If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

13. WARRANTY OF AUTHORITY: The signers of this Agreement warrant that they are duly authorized to execute this Agreement on behalf of the entity for which they are signing.

14. COUNTERPARTS: This Agreement may be executed in one or more counterparts each of which is an original of this Agreement and all of which, when taken together is the same agreement.

15. RECITALS, HEADINGS AND, CAPTIONS: The recitals, headings, and captions in this Agreement and its exhibits are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision.

16. ASSINGMENT: It is expressly understood that either Party may assign any and all of their duties and obligations arising under this Agreement after providing written notice to the other Party.

17. LEGAL REVIEW: The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter does not apply to this Agreement.

18. NO THIRD-PARTY BENEFICIARY: This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties.

19. GOVERNMENTAL IMMUNITY ACT: The Parties agree and understand that Magna is a governmental entity entitled to the protections and safeguards of the Governmental Immunity Act of Utah, Utah Code Section 63G-7-101 *et. seq.* and that Magna neither waives nor relinquishes any applicable provision or protection of that Act.

Magna Metro Township

Signed By:

Signature: _____

Print Name: Dan W. Peay

Title: Mayor

Date: _____

ATTEST:

Magna Recorder

Bird Rides, Inc.

Signed By:

Signature: _____

Print Name: _____

Title: _____

Date: _____

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EXHIBIT 1

BUSINESS LICENSE TERMS AND CONDITIONS

I. USE OF PUBLIC RIGHTS-OF-WAY SUBJECT TO MAGNA'S JURISDICTION:

1. Use of Shared Mobility Devices: Shared mobility devices may be operated on those public rights-of-way (e.g., streets, sidewalks, paths, and bike lanes) that are subject to Magna's jurisdiction and are depicted in the attached "Magna Guide to E-Scooter Riding 2021," which includes and depicts the following limitations:
 - a. Shared mobility devices will not be operated on streets with speed limits of 30 mph or more unless the street has a bike lane or a shoulder of at least 14 feet in width; and
 - b. Shared mobility devices will not be operated on sidewalks that abut streets with speed limits of less than 30 mph if the road has a bike lane or a shoulder of at least 14 feet in width.
2. Side of the Road: Shared Mobility Devices are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths.
3. Age Requirement: Users of shared mobility devices will be 18 or older.
4. Violations: Magna may fine users of shared mobility devices who violate these provisions consistent with applicable fines for cyclists.
5. Free Standing Shared Mobility Device Deployment and Placement Restrictions. Any shared mobility devices that is not in use must be secured to a permitted dock rack or corral described or otherwise placed as required below:
 - a. Shared mobility devices may not, at any time, for any reason, impede the free flow of pedestrian traffic.
 - i. Shared mobility devices may not be deployed, on a daily basis, in any of the following locations:
 1. Within ten (10) feet of any Utah Transit Authority ("UTA") bus stop sign;

2. Within fifteen (15) feet of any traffic signal pole or pedestrian crossing; or
 3. Within twenty (20) feet of any existing dock, rack or corral used exclusively for dock-based stand-up scooters, bikes, or ebikes.
 - ii. Shared mobility devices may not be temporarily placed or left in the following areas in such a way as to impede their normal operation or the free flow of pedestrians and traffic:
 1. Any multi-use path;
 2. Any vehicle travel lane;
 3. Any vehicle parking space;
 4. Within ten (10) feet of any UTA bus stop;
 5. Anywhere that impedes safe access to or egress from a UTA bus;
 6. Within fifteen (15) feet of any building access or egress, including driveways, or in any way that impedes building access or egress.
 7. Within thirty (30) feet of any ADA ramp or access of any kind;
 8. Anywhere that impedes the use of an existing permitted docking system device dock, rack, or corral for a shared mobility device or other shared vehicle; and
 9. On private property, including but not limited to residential yards.
6. Photographs: Licensee shall require shared mobility device operators to take a photograph of their properly parked shared mobility device, or otherwise verify that the operator has properly parked the shared mobility devices, as part of the process for completing a shared mobility device transaction.
7. Relocations: Upon notification, Licensee has four hours to move shared mobility devices that have not been placed in accordance with the terms and conditions set forth in the business license. If not moved within four hours during business hours, defined as 9:00 am through 6:00 pm Monday through Friday, and with ten hours outside of business hours. Magna may impound improperly placed shared mobility devices at Licensee's expense.
8. Deployment and Operations: Licensee shall conduct its deployment of shared mobility devices as follows and shall deploy such devices in groupings of not more than ten (10) shared mobility devices pursuant to the parking/deployment plan in Exhibit 3.
 - a. *Number of Shared Mobility Devices at Launch*: Licensee will provide a minimum of 75 shared mobility devices at launch. Magna may approve the deployment of additional shared mobility devices in its sole discretion and may revoke this license

if Licensee does not deploy a minimum of 25 shared mobility devices within 90 days of the date Magna issues the license.

- b. *Maximum Number of Shared Mobility Devices:* 75.
 - c. *Changes in Number of Shared Mobility Devices:* Licensee may request permission from Magna to deploy less than 25 shared mobility devices or more than 75 shared mobility devices pursuant to these terms and conditions. Magna may, in its sole discretion, grant or deny such requests in writing.
 - d. *Fleet Size:* Magna will only count shared mobility devices that are operational and currently available for use in the public right-of-way in determining compliance with the minimum and maximum numbers set forth above. Magna will not count shared mobility devices that are inoperable, damaged, unsafe, or in maintenance towards the above minimum and maximum numbers. Magna may reduce the fleet size by three shared mobility devices per violation of these Terms and Conditions.
 - e. *Identifying Information:* Each shared mobility device should include a unique identifier number in a prominent location and should be equipped with on-board GPS, capable of providing real-time location data.
 - a. *Safety:* At a minimum, each shared mobility device should include brakes, reflectors, and lighting and shall comply with all applicable safety standards established by the Consumer Product Safety Commission, such as CPSC Public Law “107-319.”
 - f. *Hours of Operation:* Shared mobility devices will be made available to rent from 4:00 a.m. to midnight (local time).
 - g. *Speed Limit:* 15 mph.
9. Damage to Shared Mobility Devices: Magna will not be responsible or liable for any damage to the shared mobility devices.
10. Removal and Relocation of Shared Mobility Devices:
- a. Licensee will take the following actions within 24 hours of each occurrence, unless Magna grants an extension in writing:

- i. Remove inoperable, damaged, or unsafe shared mobility devices from the public right-of-way;
 - ii. Remove shared mobility devices that interfere with, impede, or obstruct clear passage or accessibility on the public right-of-way; and
 - iii. Recover shared mobility devices that are irretrievable by the general public (e.g., shared mobility devices that are located in waterways or in restricted or difficult to access areas).
 - b. If Licensee learns of or receives notice of an issue of an unknown scale that affects the safe operation of five or more shared mobility devices, Licensee will remove the potentially affected vehicles from the public rights-of-way subject to Magna's jurisdiction within 24 hours and notify Magna in writing until further investigations can be completed. Magna's must approve re-deployment of affected shared mobility devices.
 - c. Licensee will remove all shared mobility devices and all related equipment within seven days of the date it ceases operations.
 - d. Magna reserves the right to move, remove, or permanently dispose of shared mobility devices at the Licensee's expense if the shared mobility devices pose a public safety risk, the Licensee fails to comply with the above timelines.
11. Compliance with Plans and Standards: Licensee will comply with the terms of the emergency management plan, deployment/parking plan, and the operations and maintenance plan, and with any applicable standard by Underwriters Laboratories or an equivalent safety rating agency.

12. Customer Service:

- a. Licensee should provide a customer service feature (hotline, webchat, app feature, etc.) to respond in real-time to customer concerns in English and Spanish during normal hours of operation (4:00 a.m. to midnight) regarding:
 - i. Pricing information, cash access and discount member services;
 - ii. Account troubleshooting and information on policies and terms and conditions for use; and

- iii. Ways for customers to report unsafe operations.

III. COMPLIANCE WITH ALL LAWS AND ORDINANCES:

- a. General: Bird Rides, Inc. and its officers, employees, agents, and affiliates will comply with the terms of the business license and all applicable laws, regulations, ordinances, and rules applying to bicycles, including but not limited to Title 5 and Chapters 11.32, 14.32, and 14.30 of the Magna Metro Township Code (“MMC”).
- b. Tax Commission Reports: If Bird Scooters, Inc. does not have a physical address in Magna, it will file with the Tax Commission a TC-62M Schedule J form by the end of each month to report its sales tax revenue from the preceding month and will list Magna as the point of sale.

IV. CONTACT INFORMATION AND COORDINATION:

- a. Information on Shared Mobility Device: Licensee will provide easily visible contact information, including a toll-free phone number, e-mail address, and/or app feature on each shared mobility device for members of the public to make relocation requests and to report safety, maintenance, or other issues with shared mobility devices.
- b. Point of Contact: Licensee will provide Magna with the name, email address, and telephone number for a senior-level local staff person who can liaise with Magna at any time (24/7) to address operational and emergency issues.

V. SAFETY EDUCATION: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.

VI. DATA SHARING: Bird Rides, Inc. will provide data to Magna when requested and as necessary to assist with monitoring program usage, including but not limited to:

- a. The location of docking stations;
- b. The number of shared mobility devices deployed;
- c. The status of each phase deployment;
- d. Data showing user demographics, trip duration, origin and destination, and whether users are repeat vs. first-time riders; and
- e. A monthly report of maintenance activities performed pursuant to the maintenance plan or any safety issues associated with the shared mobility devices and system.

VII. INDEMNIFICATION: Bird Rides, Inc. agrees to indemnify, save harmless, and defend Magna, its officers, employees, agents, and affiliates from all claims, liens, damages, demands, actions, costs, and charges, including attorney fees, arising out of negligent, reckless or intentional acts, errors or omissions of Bird Rides, Inc., its officers, employees, agents, and affiliates. If Magna's tender of defense, based upon this indemnity provision, is rejected by Bird Rides, Inc., and Bird Rides, Inc. is later found by a court of competent jurisdiction to have been required to indemnify Magna, then in addition to any other remedies Magna may have, Bird Rides, Inc. shall pay Magna's reasonable costs, expenses, and attorney fees incurred in proving such indemnification, defending itself, or enforcing this provision. Bird Rides, Inc. shall not be liable for claims, demands, costs, losses, or damages that arise out of Magna's negligence or willful misconduct.

VIII. INSURANCE:

- a. Bird Rides, Inc. will maintain continuous coverage in the following amounts as an express condition of its business license and cancellation of any such insurance will result in the automatic suspension of a business license until Bird Rides, Inc. provides proof of coverage in the amounts and manner specified below.
 - i. Comprehensive commercial general liability insurance coverage with a limit of no less than \$1,000,000.00 per occurrence with a \$5,000,000.00 general aggregate;
 - ii. Automobile insurance coverage with a limit of no less than \$1,000,000.00 per occurrence with a \$1,000,000.00 aggregate; and
 - iii. Umbrella or excess liability coverage with a limit of at least \$5,000,000 per each occurrence and \$5,000,000 aggregate; and
 - iv. Where Bird Rides, Inc. employs persons within Magna, Workers' Compensation coverage of no less than required by law.
- b. Bird Rids, Inc. will provide the Magna Recorder a current certificate of insurance, approved by the Magna Attorney, to be kept on file verifying the above continuing insurance coverage and naming Magna as an additional insured on a primary and non-contributory basis in comparison to all other insurance including Magna's own policy or policies of insurance. The certificate shall contain a special endorsement to the effect that Magna will be notified at least thirty (30) days prior to cancellation or reduction in the limits.

IX. PAYMENT OF FEES AND COSTS: If Bird Rides, Inc. incurs fees and costs related to its business license, Magna will provide Bird Rides, Inc. with a written statement outlining any fees or costs incurred pursuant to these terms and conditions within thirty (30) days of the date such fees or costs are incurred. Bird Rides, Inc. will pay such fees and costs within thirty (30) days of the date of a written statement, unless Bird Rides, Inc. appeals such fees and costs pursuant to KMC § 2.82.040. Failure to pay duly invoiced fees and costs or to file a timely appeal of such fees and costs will result in the accrual of interest at the judgment rate established by Utah Code Ann. § 15-1-4, which Magna may collect pursuant to any lawful means.

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EXHIBIT 2

EMERGENCY PLAN

Utah's terrain is vulnerable to direct heavy snow and winds, heavy rain and from time to time, earthquakes. In addition to enhancing our batteries' safety - with a superior resistance against dust, water up to 30 feet, and a sophisticated humidity sensor that communicates risk or distress to our servers - we have put in place a rigorous response plan. Our emergency management plan, including removal and re-deployment as well as our standard operating procedure for emergencies--with an example being our work during a riot with the Charlotte DOT-- and natural disasters is below. If you have any questions, please do not hesitate to ask.

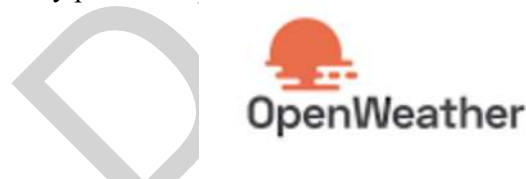
Emergency Management Plan in case of severe weather (blizzards, floods, hurricanes)

Prepare & Plan. Our local Emergency Management Plan will be developed in conjunction with our global operations team. This includes:

- Business continuity plan containing all of the information related to managing an incident or crisis
- Risk management plan with business impact analysis
- Incident response plan, with plan activation, incident response team, communications and contact list, a recovery plan, a test, evaluate and update schedule

Staying Informed.

Bird has a dedicated team that monitors weather patterns across every municipality in which we operate. This team works closely with our on-ground operations, providing as advanced notice as possible if a fleet reduction is necessary prior to a severe local weather event.



Weather alerts and warnings issued by the national authorities and agencies will be actively monitored by our global and regional operations teams and our operations adjusted accordingly. Additionally, we are a global partner of [OpenWeather](#), one of the leading digital weather information providers to ensure our teams can implement rapid response to developing weather situations, keeping riders and the community safe.

Responses to inclement weather may range from in-app notifications, push notifications, to email warnings notifying users to take particular care or practice increased awareness of changing weather conditions. For example, in extreme rain, we might issue a reminder to wear a raincoat and send notification of pauses in services until extreme weather passes.

In the event of a weather emergency or natural disaster, including, hurricane strikes, high winds, heavy snowfall, potential tornados, storm surges, flooding, and landslides, we will disable our services immediately by remote locking our scooters and removing them from the in-app map.

Bird's central Emergency Preparedness team monitors expected weather patterns across cities and notifies local teams about significant events. During extreme weather warnings like snow, ice, hail, wind and tornados, we notify our riders of increased risk and keep Birds indoors in anticipation of an oncoming weather event. Our local operations team follows strict protocols based on local weather conditions.

Report & Engage

Our proactive approach to engaging the community extends to outreach to local emergency services which will include briefing sessions for representatives from Magna Police, Ambulance Services, and Fire Service.

Recovery & Response

Weather Condition	Response
Winds of 15 mph	We issue a warning for the local team and at 30 mph we pull our fleet from the streets.
Heavy snow, hail or icy conditions	We will not deploy or will pull our fleet from the streets.
Heat waves	Our local team monitors temperature and heat absorption of concrete and asphalt. We issue warnings at 115 degrees Fahrenheit and make deployment determinations for the safety of our riders.
Torrential rain that causes flooding	We rapidly remove all Birds from the streets, beginning with the lowest areas in high impact zones.

Community minded.

As a member of the local community we will report non e-scooter related events and support essential or state emergency services in response to local incidents. In consultation with the Magna team and where evaluated as safe to continue operations, we are committed to maintaining our e-scooter services for essential service employees during response and recovery phases of emergency events such as the COVID-19 pandemic and response.

Service Pause.

Should a decision be made by the Municipality to temporarily pause our operations. In consultation with local emergency services, Bird's team will remotely lock vehicles to prevent new rides from starting. Users with rides in progress will be notified via in-app notification to complete their ride.

Long Term Hibernation

When a long term or permanent end of services is required, recovery of vehicles from the operating area will occur in close consultation with Magna. Bird vehicles will be removed, checked and stored securely in hibernation at our local partner's facility (located at 550-552 W. 100 S. Salt Lake City, Utah 84101).

Outreach

Julian Landen will be Bird's designated point of contact for local emergency services authorities. Julian can be reached at julian landen@bird.co or 707.540.2042

Local Fleet Manager

- Gabriela Paz
- (951) 660-9625
- victoria_gpaz@yahoo.com

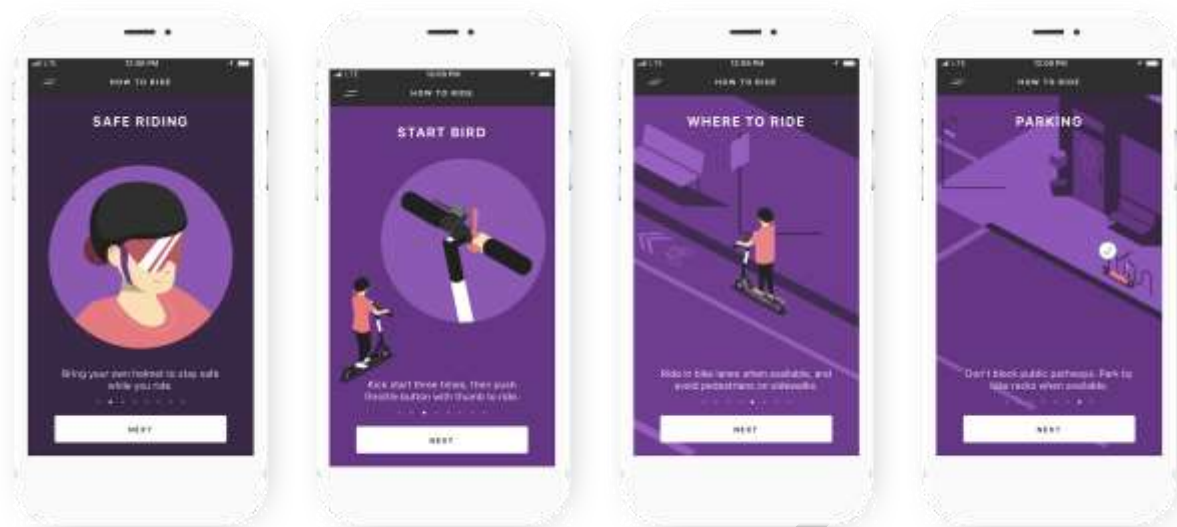
Other Emergencies

Bird stays up to date on large events and situations that may require temporary operations pauses such as the recent protests and civil unrest seen across the United States. We closely monitor every event that could disrupt our operations and we implement tailor-made emergency protocols based on local circumstances. We develop operational plans in conjunction with municipal officials and local stakeholders to meet fluctuations in demand and adequately staff events.

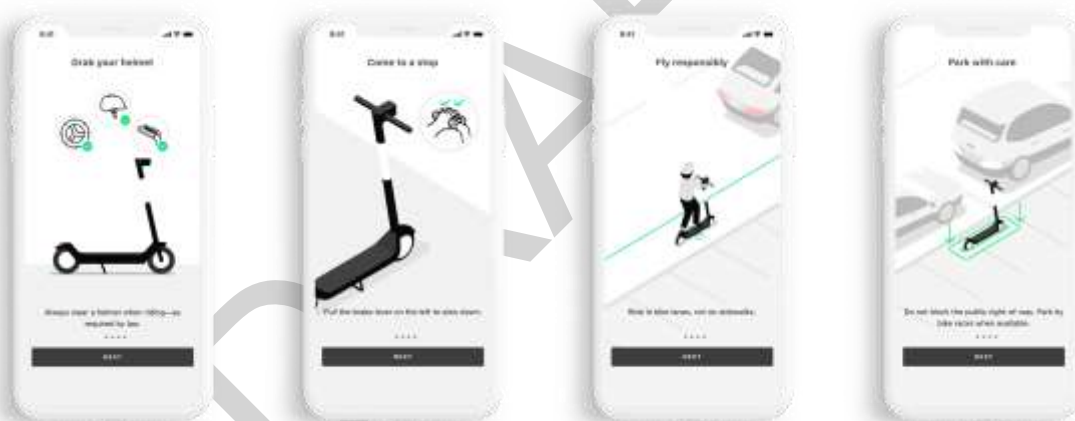
For example, in Charlotte when large protests occurred over several days in the Uptown area, Bird worked closely with the City of Charlotte and Charlotte PD to act quickly to temporarily pause service and remove our vehicles from the public right of way within 12 hours.

Bird's Customer Service Channels

- Phone Number: 1-866-205-2442. Our staffed, toll-free customer service line provides support 24 hours per day, 365 days a year. It also accommodates TTY relay services.
- Website: <http://www.bird.co>
- Email: hello@bird.co
- Twitter: @BirdRide
- Instagram: @Bird
- Online Form: <http://www.bird.co/contact-us/>
- Live Text-to-Chat: Available in the Bird app
- Community Mode: This in-app feature allows both riders and non-riders to report unsafe behavior, including irresponsible riding or improper parking, in real time.



As a continued effort of educating our users, Bird will ensure the above rules are provided to riders through all our communication channels. Below please find some examples of Bird's in-app education messaging.



Staging

Bird stages scooters each morning in nests. Nests are virtual and dynamic, meaning our team can work with the municipality to change and reposition them at any time to best meet the municipality's needs.

Bird AI, our proprietary operations software, analyzes more than 50 rider demand signals and regulatory requirements by geohash, enabling us to accurately determine where Birds should be deployed or rebalanced throughout the day.

Our platform will automatically determine which locations to populate based on vehicle concentration, time of day and specific requirements to ensure broad and equitable vehicle coverage across the service area.

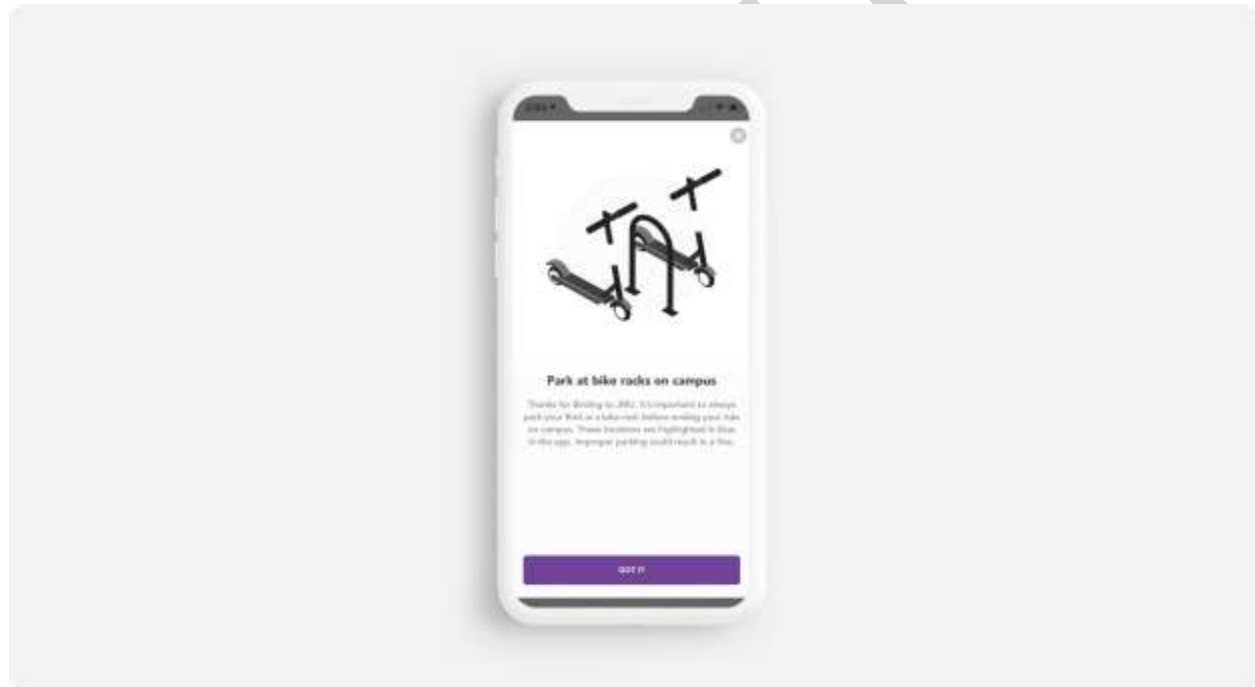
Bird's local operations team actively monitors and redistributes our e-scooters across the service area during operational hours. Our deployment and pickup times are designed to ensure the best availability of our vehicles, guaranteeing, in every zone of the service area, our riders can find nearby scooters available during the peak hours of demand and that the scooters are charged and ready-to-go.

We deploy local teams to patrol throughout the service area where ride and pedestrian density is greatest. Local teams also respond to requests from the public for rebalancing. Using Zendesk, our customer service representatives flag all such requests in our system before alerting local teams via the "Operator" mode of the Bird app, allowing them to view the location of the issue and address it quickly and efficiently.

When our local team receives such an alert, a team member is dispatched to rebalance vehicles as needed. Our local team is committed to keeping the sidewalks and roadways free from e-scooter clutter and misparked or damaged vehicles.

Education

Once a parking strategy is finalized, Bird will educate users to help set expectations and ensure compliance.



In addition, we will instruct users to park scooters upright and stabilized with the kickstand. Bird will also remind users that sidewalk parking shall be limited to allowed areas within the furnishing zone, and outside the pedestrian path of travel.

Bird will be proactive to prevent and deter improper parking or dumping of scooters on private property or other public property not owned or controlled by the municipality. Finally, Bird will educate users to make sure scooters are not parked in or blocking:

- Building/property entrances
- Driveways

- Loading zones
- Accessibility (a.k.a. handicap or disability only) parking stalls
- Bus transit stops
- Crosswalks
- Street furnishings (benches, parking meters, etc.)]

Fleet Manager

Fleet Managers are responsible for rebalancing scooters on a daily basis. Across all markets, Bird commits to, complies with, and exceeds SLAs regarding device relocation, removal and repair. Bird acknowledges that the municipality will not be responsible for monitoring scooter parking or dumping on private property. Bird shall act swiftly and exercise due diligence in responding to complaints of unauthorized fleet scooters leaning against, blocking, dumped or left unattended on private property.

Geofencing

Our geofenced slow, no-ride, and no-parking zones can be easily adjusted, and the municipality's dedicated Account Manager will be able to quickly modify them if necessary. The Account Manager will also schedule regular check-ins with the municipality based on an agreed upon schedule where any adjustments can be made regarding geofenced areas, no-ride zones, no parking zones, etc.

Bird is able to govern e-scooter speed and in targeted areas by using geolimiting, geofencing and location-based speed restrictions. We have multiple location-based speed strategies throughout campuses and cities in which we operate, including varying speed zones in different areas of a campus and on specific streets.

Bird's geofencing technology can implement a range of location-based speed limits, from 1 mph to 15 mph, on a temporary or more permanent basis. If a rider enters one of these zones, Bird alerts the rider via the individual's mobile phone that the vehicle's speed is about to be slowly and safely reduced.



No-Ride Zones

Bird has a tremendous amount of experience operating on campuses and can create permanent as well as temporary no-ride zones, concerts or other events. Additional safeguards we can implement to ensure a seamless experience, include:

- Event-specific parking locations.
- Team members to support rebalancing needs.
- In-app notifications.
- Educational emails prior to large events that inform riders of new rules and regulations.



Riders who enter a no-ride zone will receive notifications and messages educating them on proper event-specific riding and parking procedures.

DRAFT

EXHIBIT 4

OPERATIONS AND MAINTENANCE PLAN

In response to the effects of COVID-19 on the economy, Bird spent spring of 2020 working closely with municipal officials and local stakeholders to determine how we could help restart impacted communities around the world. With support and guidance from cities, entrepreneurs and small-business owners across the U.S., we developed our Fleet Management Program. The program provides local economic opportunity and bespoke block-by-block operational expertise, care and consideration.

We identify and recruit our Fleet Managers directly from the community, focusing on providing opportunities to small, locally owned businesses and entrepreneurs impacted by COVID-19 as well as Certified Women- or Minority-Owned Businesses. Before partnering with a prospective Fleet Manager, we ensure they meet and exceed our standards for operational excellence using a rigorous vetting process and the following criteria.

Candidates must:

- Be a trusted member of the local community with strong references.
- Prioritize long-term staffing arrangements with advancement opportunities and a real living wage as opposed to short-term, temporary work.
- Have existing local infrastructure (e.g., warehouse with ample space for charging and storage) certified for safe use by local workplace safety standards.
- Have experience managing logistics or operations, with a strong preference for shared micromobility.

As well as demonstrate commitment to:

- Providing the safest and most reliable service.
- Hiring locally.
- Developing or expanding any existing diversity and inclusivity policies in recruitment and retention.
- Using renewable energy to charge vehicles.
- Using zero-emission vehicles for deployment, rebalancing and collection.

When we execute a contract with a Fleet Manager, we commit to providing long-term support and resources as well as initial guidance on operational setup and mandatory training.

Maintenance

Maintenance Standards: Preventative maintenance is performed weekly. Additionally, our latest vehicles are equipped with industry-leading self-diagnostics programmed for 400 different fault codes. When triggered, the systems can take a vehicle off the road immediately if a safety issue is detected or create information for later consumption by a technician. We keep a record of maintenance performed on each vehicle and station, which is available upon request.

Field Vehicle Inspection: Our local operations team conducts frequent field inspections of our vehicles to assess:

- Drivetrain
- Tires
- Steering
- Brakes
- Contact Points
- Front/Rear Brakes
- Battery and motor
- Stickers and labels

Maintenance and Service Level Agreements (SLAs)

We establish SLAs in coordination with local authorities. The chart below provides an overview of our high standards for removing and repairing damaged, deficient, unclean or unusable vehicles in all our markets.

Concern	Standard	Resolution Time
Deficient/ Damaged	Identified and removed (if necessary) through the methods described below.	Made unavailable for rental immediately and removed within 12 hours.
Minor Field Repair	Minor repairs that can be addressed in the field include: replacing a kickstand, tightening the handlebars, and fixing minor cosmetic damage. Minor repairs requiring removal include: changing a brake, changing an accelerator, and replacing a brain.	Repaired in the field within: five minutes for kickstand; 20 minutes for all others.
Major Repair	Major repairs include: changing tires, replacing the stem/neck, replacing the lights, and fixing major cosmetic damage. If a vehicle cannot be repaired, it is recycled. All operations staff complete recycling training during onboarding.	At least one repair completed per hour. Recycled within 72 hours.

Customer Service: Bird is committed to making it as easy as possible for the community to provide feedback regarding improperly parked devices, equipment issues, or other concerns. We have several customer service channels (see below) and use Zendesk, a leading customer service software suite, to receive, log and resolve customer complaints. Our customer service representatives process all complaints submitted via our various channels, prioritizing those related to improperly parked devices to ensure we repark them within two hours of

notification. We alert our local team via the “Operator” mode of the Bird app, allowing them to view the location of the vehicle and address it quickly and efficiently.

Bird’s Customer Service Channels

- Phone Number: 1-866-205-2442. Our staffed, toll-free customer service line provides support 24 hours per day, 365 days a year. It also accommodates TTY relay services.
- Website: <http://www.bird.co>
- Email: hello@bird.co
- Twitter: @BirdRide
- Instagram: @Bird
- Online Form: <http://www.bird.co/contact-us/>
- Live Text-to-Chat: Available in the Bird app
- Community Mode: This in-app feature allows both riders and non-riders to report unsafe behavior, including irresponsible riding or improper parking, in real time.

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
MAGNA METRO TOWNSHIP AND GOOGLE FIBER UTAH, LLC
FOR THE INSTALLATION OF NETWORK FACILITIES
IN THE CITY PUBLIC RIGHT-OF-WAY**

This Non-Exclusive License Agreement (“**Agreement**”) is made as of the Effective Date by and between **Magna Metro Township**, a Utah municipality (“**City**”), and **Google Fiber Utah, LLC**, a Utah limited liability company, and its subsidiaries, successors, or assigns (“**Licensee**”).

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way in City in which it now or hereafter holds any property interest (“**Public ROW**”).
- B. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and/or control a fiber optic infrastructure network in the Public ROW (“**Network**”) for the purpose of offering communications services (“**Services**”), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“**Broadband Internet Services**”), but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in City (“**Customers**”).
- C. The Network may consist of equipment and facilities that may include aerial strand; aerial or underground fiber optic cables, lines, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; and other similar facilities reasonably needed to provide the Services (“**Network Facilities**”).
- D. City is a member of the **Greater Salt Lake Municipal Services District (“MSD”)**, an independent local district. The MSD provides a number of services to the City including engineering and public works. Some of those services, by interlocal agreement are provided through **Salt Lake County**. By way of examples, references in this Agreement to the City Engineer, therefore, refer to the Engineer retained by the MSD, whether in-house or by contract, to serve the City, and City notices to Licensors may come from its representatives in the MSD or Salt Lake County.

AGREEMENT

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

1. Permission to Encroach and Occupy.

- 1.1 Permission to Encroach on and Occupy Public ROW. Subject to the conditions set forth in this Agreement, City grants Licensee permission to encroach on and occupy the Public ROW (the “**License**”) for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW. Licensee’s use of any other City property, including parks, poles and conduits, will be governed under a separate Agreement regarding that use.
- 1.2 Subject to State and Local Law. This Agreement and the License are subject to City’s valid authority under State and local laws as they exist now or may be amended from

time-to-time, and subject to the conditions set forth in this Agreement. City expressly reserves the right to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as City may deem necessary in the lawful exercise of its police power for the protection of City's property, the Public ROW, and the health, safety and welfare of its citizens and their properties. Licensee agrees to comply with all such applicable ordinances, rules, and regulations presently in effect, and with all such lawful, nondiscriminatory, competitively neutral ordinances rules and regulations City may subsequently enact.

- 1.3 Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and future and continuing right to use the Public ROW, including but not limited to constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4 Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5 No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6 Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality to use the Public ROW for similar or different purposes allowed Licensee under this Agreement.
- 1.7 Limitations. Licensee will not knowingly permit another Person to use its Network Facilities in any manner which is solely intended to avoid the need for a franchise from the City. Nothing in this Section prohibits Licensee from offering Services to another Person who has authority to use and occupy the Public ROW. Licensee shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC.
- 1.8 Cable System. Licensee shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521, et seq., as amended) without first having obtained a separate cable agreement from the City.
- 1.9 Wireless Facilities. The Network Facilities will not include any wireless facilities and will not be deployed by Licensee to provide "wireless services" or act as a "wireless service provider" by way of the placement of wireless facilities in the Public ROW for purposes of the Small Wireless Facilities Deployment Act, codified as Utah Code Ann. 54-21-101, et seq. effective 1 September 2018, as the same hereafter may be amended (the "**Small Cell Act**"), except pursuant to a separate agreement with City.

The terms “wireless facilities,” “wireless services,” “wireless service provider,” as used above are all as defined in the Small Cell Act.

- 1.10 Non-Discrimination. City’s grant of the License will be open, comparable, nondiscriminatory, and competitively neutral, and City will at all times treat Licensee in a lawful non-discriminatory manner as compared to other non-incumbent providers offering facilities-based Broadband Internet Services.
- 1.11 Relationship. Nothing herein shall be deemed to create a partnership, joint venture, or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with the other.

2. Licensee’s Obligations.

- 2.1 Licensee shall comply with and follow all applicable City ordinances, in all work it performs in the Public ROW. Licensee may only deviate from obligations in this Subsection 2.1 and its subsections to the extent approved by the City Engineer, City Mayor, or their delegates.
 - 2.1.1 Licensee shall obtain all required permits or approvals for construction, maintenance and operations, and shall at all times be subject to and comply with all applicable laws, statutes, codes, rules, regulations, standards, fee schedules, and procedures regarding the construction, operation and maintenance of the Network Facilities in the Public ROW, now in force or which, hereafter, may be promulgated (including but not limited to applicable zoning, land use, historic preservation ordinances, safety standards, and other applicable requirements) and good industry practices. City may inspect the manner of such work and require remedies as may be necessary to assure compliance. In the event Licensee should fail to comply with the terms of any City ordinance, regulation or requirement, City shall give Licensee written notice of such non-compliance and the time for correction provided by ordinance or as provided herein.
 - 2.1.2 All work in the Public ROW shall be done in a timely, expeditious and safe manner, and in a manner which minimizes the inconvenience to the public or individuals, and shall follow applicable law.
 - 2.1.3 Licensee will place its Network Facilities in conformance with the permits, plans, and drawings approved by City. All Facilities constructed by Licensee shall be located so as to cause minimum interference with and injury to (i) public use of the Public ROW; (ii) public water mains, storm water infrastructure, street lights, or any public use of the Public ROW; (iii) trees and other natural features.
 - 2.1.4 All public and private property in or adjacent to dedicated easements disturbed by Licensee’s construction or excavation activities shall be restored promptly by Licensee, at its expense, to substantially its former condition, subject to inspection by City and compliance by Licensee with remedial action required by the City Engineer or his representative pursuant to said inspection.
 - 2.1.5 Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is caused by the Work of Licensee, its contractors,

- subcontractors, employees, agents or assigns, and no other person is solely responsible for the damage (e.g., where a person other than Licensee fails to accurately or timely locate its underground facilities as required by State law). Licensee shall promptly notify the affected owner of the damaged property, and shall promptly repair the damaged property to substantially its former condition, and in accordance with applicable law. Licensee's restoration work will start promptly but not later than (i) twenty-four (24) hours from City notifying Licensee of damage that poses an imminent threat to public health or safety, (ii) seventy-two (72) hours from City notifying Licensee of damage that affects roads or highways, or (iii) fourteen (14) days from City notifying Licensee of all other types of damage. City must notify Licensee of damage under clauses 2.1.4(ii) and (iii) in writing, but may notify the Licensee by any means of its choice in respect to 2.4(i). Notwithstanding anything to the contrary, if sent by electronic mail, the City's written notice will be effective upon transmittal. Licensee's repair and restoration obligations under this Subsection 2.1 and its subsections shall be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.
- 2.2 Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.3 Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work and in operating the Network Facilities. Licensee has obtained or will obtain any necessary approvals, licenses or permits required by federal and State law to provide Broadband Internet Services consistent with the provisions of this Agreement.
- 2.4 Undergrounding. Licensee will use its best efforts to install or relocate its Network Facilities underground. If after utilizing such best efforts and if any third-party electricity or communications transmission or distribution facilities remain above ground, Licensee may, with reasonable prior written notice to City, install or keep and retain its Network Facilities above ground, but only to the same extent that such third-party electricity or communications transmission or distribution facilities remain above ground.
- 2.5 Reasonable Care, Safety, Workmanlike Manner. Licensee will exercise reasonable care and shall act in a safe manner when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater. The installation, maintenance, renovation, and replacement of Licensee's facilities in the Public ROW shall be performed in a good and workmanlike manner.
- 2.6 Prohibitions. Except as otherwise provided herein, Network Facilities maintained or installed by Licensee within the City will be so located and constructed as **not to do any of the following acts**, unless permitted in writing by the City Engineer, City Mayor, or their delegates:
- 2.6.1 Interfere with access to or use of any fire hydrant; obscure the vision of or interfere with the installation of any traffic-control device or traffic or information sign or signal;

- 2.6.2 Interfere with, block or obscure motor vehicle driver sight distance lines or views established by any ordinance or law, including within intersection and driveway sight triangles;
 - 2.6.3 Obscure the light from any street light;
 - 2.6.4 Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the agency which operates the utility;
 - 2.6.5 Damage irrigation, landscaping or trees owned or maintained by the City;
 - 2.6.6 Damage any communications lines owned or maintained by the City, subject to City's compliance with applicable law (including requirements to accurately and timely locate City's underground facilities); and
 - 2.6.7 Install Network Facilities in the paved sidewalk area unless authorized in advance by the City.
- 2.7 No Nuisance/Graffiti. Licensee will maintain its Network Facilities in good and safe condition and shall not allow its Network Facilities to cause a public nuisance. Licensee will remove all graffiti from the identified Network Facilities in accordance with requirements under City code.
- 2.8 Removal and Protection of City Property. Except as required in an emergency event, no City property shall be removed from the Public ROW, including signage on utility poles, without prior permission from an authorized representative of the City.
- 2.9 Emergency Repairs. In any emergency event in which Licensee needs to cut or excavate a Public ROW, and in which Licensee must act immediately and is unable to obtain a permit for excavating in the Public ROW from the City beforehand, Licensee shall provide the City with notification of such work as soon as practicable by calling the City Engineer at (385) 468-6600, or if after the Department's business hours, by calling such other emergency telephone number provided to Licensee by the City, and shall report the emergency and all related information requested by the City representative on call. Licensee shall give the City the telephone number of Licensee's representative(s) for contact about work in the Public ROW or in an emergency. Licensee shall have a representative available by telephone at all times when work is being done in the Public ROW,
- 2.10 Identification of Network Facilities. Licensee will identify its Network Facilities using an identification method mutually agreed-upon by the parties, or as established by standard industry practices and reasonably directed by City if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk.
- 2.11 Cooperation in Joint Trench Opportunities. Licensee will cooperate with City in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with City and third parties undertaking similar construction projects involving the installation of underground communications facilities. Licensee's cooperation obligation is subject to any such

- proposed joint trenching, duct sharing, and cost-sharing opportunities being sufficiently compatible with Licensee's plans, as reasonably determined by the Licensee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Licensee's plan where the opportunity involves different areas of the Public ROW than Licensee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Licensee's construction plans, and (ii) Licensee is not obligated to cooperate if Licensee enters into a commercial cooperation agreement reasonably satisfactory to the Licensee with respect to such joint trenching or other cooperation with City or the third-party, as applicable. Licensee will make good-faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.
- 2.12 As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them as shapefiles to the City subject to applicable confidentiality protections claimed by Licensee under the Government Records and Management Act, Chapter 2, Title 63, Utah Code Ann., or its successor ("GRAMA").
- 2.13 Utility Notification Program. Licensee shall participate in and be a member of the State's utility notification program, whether provided for by statute or otherwise.
- 2.14 Hazardous Materials. If contaminated or hazardous material is discovered within or adjacent to the Public ROW, Licensee must stop work in that affected area, immediately notify City of the hazardous material, and report accurately and in writing the facts of the encounter to City. Work in the affected area will not thereafter be resumed except by written order of City or until the material is determined not to be hazardous material or the hazardous material is remediated in compliance with all applicable laws.
- 2.15 Network Design and Scope. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network. Licensee, at its sole discretion, may determine separately defined geographic areas with City where its Network Facilities will be deployed, and City will be available to consult with Licensee regarding the boundaries of City's recognized neighborhood associations and City's goals of equity and inclusion.
- 2.16 Access to Services. Licensee shall not deny service or access, or otherwise discriminate on the availability, rates, terms, or conditions of Broadband Internet Services provided to residential subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. Licensee shall comply at all times with all applicable Federal, state, and local laws and regulations relating to nondiscrimination. Licensee shall not deny or discriminate against any group of actual or potential residential subscribers in City on access to or the rates, terms, and conditions of Broadband Internet Services because of the income level or other demographics of the local area in which such group may be located.
- 2.17 Public Benefits. Licensee agrees to use good-faith efforts to consult with City on developing initiatives designed to benefit the public, which may include increasing

access to Broadband Internet Services, improving digital literacy, and bridging the digital divide.

- 2.18 City Uses of Poles and Overhead Structures. City will have the right, without cost, to use all above-ground poles owned solely by Licensee within the City for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by City shall be for activities owned, operated or used by City for any public purposes, and shall not include the provision of communications service to non-governmental third parties or otherwise in a manner which would commercially compete with Licensee's operations and services and provided that such City use does not substantially interfere with Licensee's operations and services.
- 2.19 Limitations on Use Rights. Nothing in this Agreement will be construed to require Licensee to increase pole capacity, alter the manner in which Licensee attaches equipment to the poles, or alter the manner in which Licensee operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of Licensee and the then-current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by Licensee, which approval will be processed in a timely manner and will not be unreasonably withheld, conditioned or delayed.
- 2.20 Maintenance of City Facilities. City's use rights shall also be subject to the parties reaching a written agreement regarding the maintenance of the City attachments.

3. Relocation, Removal, Expiration, Revocation, and Inspection.

- 3.1 Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City its residents or businesses, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City. Licensee's obligation to reimburse City under this subsection is separate from Licensee's obligation to pay the License Fee (as defined below).
- 3.2 Removal of Abandoned Network Facilities. If Licensee abandons or fails to use any portions of its Network Facilities for one year or more ("**Abandoned Network Facilities**"), Licensee will notify City and will remove any above-ground facilities at its own expense at City's request within a commercially reasonable period of time. City and Licensee will discuss whether underground facilities should be abandoned in place or transferred to City, at City's option. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.
- 3.3 Relocation to Accommodate Governmental Purposes. If Licensee's existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a legitimate governmental purpose, such as construction, (including widening or relocation of all or part of a Public ROW), installation, repair, maintenance,

or operation of water, sewer, or storm drain line/facilities, public roads or curb, gutter and sidewalk, parks, and recreational facilities, Licensee will, upon written notice from City, relocate its Network Facilities at Licensee's sole cost and expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the City's governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Licensee to relocate or remove its Network Facilities with less than one hundred and eighty (180) days' notice.

- 3.4 Relocation to Accommodate Commercial Purposes. If Licensee's existing Network Facilities would interfere with City's planned use of the Public ROW or City property for a commercial purpose, or with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless City or the third party enters into an agreement with Licensee under which City or the third party would, at a minimum: (a) identify and arrange for a new location for Licensee's Network Facilities that is acceptable to Licensee, (b) agree to a commercially reasonable period of time for the relocation, which in no event will be less than one hundred and eighty (180) days; and (c) agree to reimburse all of Licensee's reasonable direct costs, expenses, and losses associated with the requested relocation.
- 3.5 Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Subsection 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with applicable law. Before proceeding with removal or relocation work, Licensee will obtain from the City a street excavation permit and follow the City's ordinances and other applicable law.
- 3.6 Rights and Duties of Licensee Upon Expiration or Revocation. Upon expiration of the license granted under this Agreement, whether by lapse of time, by agreement between Licensee and City, or by revocation or forfeiture as provided herein, Licensee shall remove from the Public ROW any and all of its Network Facilities and restore the Public ROW to as good condition as the same was before the removal was effected, ordinary wear and tear and damages not caused by Licensee excepted. In the alternative, Licensee may, with the written approval of the City Engineer or City Mayor, abandon some or all of the Network Facilities in place.
- 3.7 Inspection by City. Installation of the Network Facilities shall be subject to inspection by City as provided in the City's municipal code.

4. Contractors and Subcontractors.

- 4.1 Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2 Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.

- 4.3 Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit "A"** ("**Authorized Individuals**"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. Compensation for Use of Public ROW.

- 5.1 Licensee is not subject to the collection and proper deposit of the Municipal Telecommunications License Tax with the Utah State Tax Commission pursuant to the Municipal Telecommunications License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), except with respect to any voice-over-internet-protocol ("VoIP") services it offers.
- 5.2 Licensee will pay City a fee ("**License Fee**") to compensate City for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other City property as authorized. The License Fee will begin accruing on the Effective Date (as defined below) and will be calculated as follows:
- 5.3 License Fee. Licensee will pay City two percent (2%) (the "**Revenue Percentage**") of Gross Revenues for a calendar quarter, remitted on a quarterly basis, commencing upon the first date on which Licensee receives any Gross Revenues (as defined below). Such payments are due forty-five (45) days after the end of the calendar quarter. Following each quarterly payment, Licensee will deliver a report to the City summarizing the basis of the payment.
- 5.3.1 As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.
- 5.3.2 Gross Revenues do not include:
- (i) any revenue not actually received, even if billed, such as bad debt;
 - (ii) refunds, rebates, or discounts made to Customers or City;
 - (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;
 - (iv) any forgone revenue from Licensee's provision of Broadband Internet Services to Customers at no charge if required by state law;
 - (v) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and

required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement); and

- (vi) any forgone revenue from Licensee's provision, in Licensee's discretion or otherwise, of free or reduced cost Broadband Internet Services to any Person; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues.

- 5.4 Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any customer whose Broadband Internet Services are provided by Network Facilities located at least in part in the Public ROW, the License Fee due from that customer.
- 5.5 Audit. During the term of this Agreement and in the two-year period following its termination, City may examine the business records of Licensee as permitted under state or local law, but in any event only during business hours and following not less than thirty (30) days' notice, to the extent reasonably necessary to ensure compliance with the payment terms of this Agreement ("**Business Records**"). Licensee shall also produce Business Records to the City upon 30 days' written notice from the City in a form reasonably requested by it, the reasonable cost of which the City shall bear, subject to the provisions of this Subsection. Licensee will keep all business records of invoices, Gross Revenues, and payments of gross receipts for at least two (2) years. City may, in the event of a dispute concerning compensation under this Section 5 and its subsections, bring an action in a court of competent jurisdiction. Unless otherwise agreed in writing by Licensee, the fees and expenses of performing such examination and verification, and the reasonable costs of providing records to the City, shall be borne by the City.
- 5.6 Government Records Access and Management Act. City is subject to the requirements of GRAMA. All materials submitted to City by Licensee pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Licensee, and Licensee shall comply with the requirements of GRAMA in asserting any such exemption. Such materials may be classified as "protected" by City under GRAMA. City shall make reasonable efforts to notify Licensee of any requests made for disclosure of documents submitted under a claim of confidentiality. Licensee may, at Licensee's sole expense, take any appropriate actions to prevent disclosure of such material.
- 5.7 Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within fifteen (15) days from the due date will be assessed interest compounded at the rate of 18% per annum from the due date. All sums paid with interest within thirty (30) days of the due date shall not constitute a material breach under Subsection 10.1.
- 5.8 Change in Law.

- 5.8.1 Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law that (i) prohibits collection of any right-of-way-access fee from any provider of Broadband Internet Services or (ii) reduces the percentage of revenue on which the right-of-way-access fee paid by any provider of Broadband Internet Services is based to a percentage that is lower than the Revenue Percentage, then Licensee will have no obligation to pay the License Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a right-of-way-access fee may be based, the Revenue Percentage will be commensurately reduced.
- 5.8.2 Notwithstanding anything to the contrary herein, in the event of a change in law that preempts this Agreement and requires or allows an increase to the percentage of Gross Revenue above the Revenue Percentage which the City may charge a provider of communications services as a license fee for use of the Public ROW, then upon the legally required act by the City's governing body, Licensee shall upon 60 days' prior written notice from the City pay the City such license fee determined by the governing body to apply to all providers of Broadband Internet Services in the City, not to exceed the maximum allowed by law.

6. Indemnification.

6.1 Indemnification. Licensee hereby agrees to indemnify, defend and hold harmless the City, its officials, officers, employees and insurance carriers, individually and collectively from all losses, claims, suits, judgments, demands, expenses, subrogation, reasonable attorney's fees, costs or actions of any kind and nature resulting from personal or bodily injury to any person, including employees of Licensee or of any contractor or subcontractor employed by Licensee (including bodily injury and death) or damages to any property, arising directly out of the negligent acts or omissions of Licensee, its contractors, subcontractors, officers, agents and employees while exercising any of the rights or privileges granted by this Agreement, except for any loss, injury, or personal or property damage caused by the negligence or willful misconduct of the City, its officers, agents, and employees and except for any losses, claims, suits, judgments, demands, expenses, subrogation, attorney's fees, costs, or actions arising out of any claim made by City's employees that are covered under applicable workers' compensation laws. This Subsection 6.1 shall survive the termination of this Agreement.

6.2 City Participation in Litigation. The Licensee shall immediately notify the City of any litigation which would affect the City's rights under this Agreement. City shall promptly notify Licensee in writing of any claim or suit for which City seeks indemnification and defense by Licensee and request that Licensee indemnify the City. Licensee will give written notice to City of its acceptance of the defense and shall be entitled to engage legal counsel of its own choosing. City's failure to so notify and request indemnification shall not relieve Licensee of any liability that Licensee might have, except to the extent that such failure prejudices Licensee's ability to defend such claim or suit. In the event that Licensee refuses the tender of defense in any suit or any claim, as required under the indemnification provisions contained herein, and that refusal is subsequently determined by a court having appropriate jurisdiction (or such other tribunal that the Parties agree to decide the matter), to have been a wrongful refusal on the part of Licensee, Licensee shall pay

all of City's reasonable costs for defense of the action, including all reasonable expert witness fees, costs, and attorneys' fees, and including costs and fees incurred in recovering under this indemnification provision. City shall have the right, at City's sole cost and expense, to employ separate counsel on behalf of City for City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order, or injunction. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim, and the relevant records of each Party shall be available to the other party with respect to any such defense. No compromise or settlement shall be approved or executed without the prior written consent of City and Licensee, if the compromise or settlement involves the rights of the other party. If the City refuses a compromise or settlement that has been approved by Licensee, City shall, at its sole cost and expense, take over the defense and Licensee shall not be responsible for, nor obligated to indemnify City, against any cost or liability in excess of such refused compromise or settlement.

7. Limitation of Liability

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

8. Performance Bond.

Licensee will, promptly after the Effective Date, provide City with a performance bond in the amount of Fifty Thousand Dollars (\$50,000) naming City and MSD as obligees and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. The requirement of a performance bond will not prevent the City from other legal remedies it may have against the Licensee if it defaults in any of its obligations under this Agreement, including filing a lawsuit.

9. Insurance.

Licensee will carry and maintain Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, the MSD, their employees, and officers as additional insureds. Licensee shall increase the commercial general liability limits contained herein to cover any increase in the City's and MSD's potential liability under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et. seq.) or successor provision. Upon written request, the Licensee will provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

10. Effective Date and Term.

This Agreement is effective for fifteen (15) years beginning on the date the last party to sign executes this Agreement ("**Effective Date**"). The License will expire automatically on the fifteenth anniversary of the Effective Date ("**Original Term**"), unless Licensee provides written notice of its intent to renew to City at least six (6) months prior to

expiration and City does not object after thirty (30) days. The renewal term will be for five (5) years, and the same renewal process may be used for successive 5-year terms.

11. Termination.

11.1 Termination by City. City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and thirty (30) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period shall continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

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

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

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

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

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

12.1.3 subject to City's consent, which will not be unreasonably withheld, conditioned, or delayed, Licensee may assign to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement.

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

13. Notice.

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

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

14. Meet and Discuss. Notwithstanding any other provision contained herein, before City or Licensee brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, Licensee and City shall first make a good-faith effort to resolve their dispute by discussion.

15. General Provisions. This Agreement is governed by the laws of the State of Utah without regard to conflicts of laws principles. Any claim or lawsuit arising out of this Agreement must be brought in the Third District Court pursuant to the laws of the State of Utah, or in the U.S. District Court for the State of Utah located in Salt Lake County, Utah. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. The parties agree to meet at reasonable times on reasonable notice to discuss this Agreement or Licensee's provision of Broadband Internet Services during the term of the Agreement. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. This Agreement is not intended to and will not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

16. Warranty of Authorization; Binding on Successors and Assigns. The person signing for and on behalf of Licensee warrants and represents that he or she is duly authorized and empowered to enter into this agreement for and on behalf of Licensee, and that Licensee is duly organized and validly existing under the laws of the State of Utah, and that by his or her signature, he or she does bind Licensee to the terms of this Agreement. The person signing below for Licensee warrants to the City that all necessary company approvals, authorizations and consents have been obtained, and all company procedures required to be taken have been followed to enable Licensee to enter into this Agreement and to perform its duties hereunder. This Agreement is binding upon the successors and assigns of each of the parties.

17. Governmental Immunity. City is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to - 904, as amended. The parties agree that City will only be liable within the parameters of the

Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

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

Google Fiber Utah, LLC

Magna Metro Township

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address: _____

Date: _____

Date: _____

APPROVED TO FORM:

City Attorney

EXHIBIT “A”

FORM OF LETTER OF AUTHORIZATION

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

Magna Metro Township

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the License Agreement dated [REDACTED] between Magna Metro Township and Google Fiber Utah, LLC (“**Google Fiber**”), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber.

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

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

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

Kind regards,

[Name]

Manager, Google Fiber Utah, LLC

MAGNA METRO TOWNSHIP

FRANCHISE AGREEMENT

SECTION 1. Grant of Franchise and General Utility Easement. Magna grants to Dominion Energy a nonexclusive franchise (“**Franchise**”) to construct, maintain, and operate in the present and future roads, streets, alleys, highways, and other public rights-of-way within Metro Township limits, including any property annexed or otherwise acquired by Magna after the effective date of this Franchise, (collectively “**Streets**”) a distribution system for furnishing natural gas to the Metro Township and its inhabitants for heating and other purposes. Dominion Energy will have the right, privilege, and authority to erect, construct, equip, maintain, upgrade, and relocate along, over, and under the Streets a system of mains, pipes, laterals, gas regulation stations, valves, valve boxes, and cathodic protection facilities, and related equipment (collectively “**Gas Facilities**”) as are reasonably necessary for supplying natural gas service in accordance with this Franchise.

SECTION 2. Nonexclusive Franchise. Dominion Energy’s right to use and occupy the Streets will be nonexclusive. Magna reserves the right to use the Streets for itself or any other entity that provides service to residences and business located within the Metro Township; provided, however, that such use will not unreasonably interfere with Dominion Energy’s Gas Facilities or Dominion Energy’s rights as granted within this Franchise.

SECTION 3. Term. This Franchise is granted for an initial term of thirty (30) years. At the expiration of the initial term, the Franchise will continue in effect upon the same terms and conditions for up to two additional terms (each of which is a renewal period) of fifteen (15) years each. Magna may terminate the Franchise at the end of the initial term, or at the end of any renewal period, by giving Dominion Energy written notice of the Metro Township’s intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period

SECTION 4. Consideration. In consideration of this Franchise, Dominion Energy will pay to Magna the sum of \$50.00 upon acceptance of this Franchise and will provide natural gas service in accordance with the terms and conditions of this Franchise.

SECTION 5. Acceptance by Dominion Energy.

5.1 Unconditional, Written Acceptance of Franchise. Within sixty (60) days after the passage of this Ordinance, Dominion Energy will file with the Metro Township Clerk/Recorder an unconditional written acceptance thereof, declaring its acceptance of the Franchise and its intention to be bound by the Franchise’s terms and conditions. Dominion Energy will use the “Acceptance of Franchise” form provided herein for accepting the Franchise.

5.2 Failure to Accept within 60-Day Acceptance Period. If Dominion Energy fails to accept the Franchise within the prescribed 60-day acceptance period, this Ordinance and Franchise will be considered null and void.

SECTION 6. Metro Township Regulatory Authority. In addition to the provisions contained in this Franchise, Magna 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, Magna Municipal Ordinance, or other applicable law or regulation. Dominion Energy reserves all lawful right to oppose or challenge any such ordinance or regulation as provided by law.

SECTION 7. Plan, Design, Construction, and Installation of Gas Facilities.

7.1 Compliance with Metro Township Ordinances. Dominion Energy will comply with all Metro Township ordinances, regulations, and requirements and will pay all applicable excavation fees and charges that are or may be prescribed by Magna, with respect to the construction, maintenance, and operation of all Gas Facilities.

7.1.1 Conflict. However, these obligations will apply only so 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 Dominion Energy, including this Franchise and any lawful revisions made and accepted by Dominion Energy during the term of the Franchise.

7.2 Conformity with Gas Distribution Construction Practices. All Gas Facilities will be constructed in accordance with established gas distribution construction practices and in such fashion as to protect the Gas Facilities from all traffic loads.

7.3 Visual Appearance of Installed Gas Facilities. Without unreasonable additional cost to Dominion Energy, all Gas Facilities that are installed during the term of the Franchise will be sited to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within Metro Township limits.

7.4 Right to Inspect. Magna will have the right to inspect the construction, maintenance, and operation of all Gas Facilities to ensure proper compliance with applicable Metro Township ordinances, regulations, and requirements.

7.5 Failure to Comply. If Dominion Energy should fail to comply with the terms of any Metro Township ordinance, regulation, or requirement, Magna will give Dominion Energy written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no time frame provided by the applicable ordinance, regulation, or requirement.

7.5.1 Self-Correction. Excluding any correction, modification, or change to the Gas Facilities, and after written notice and failure of Dominion Energy to make correction, Magna may, at its sole risk, make such correction itself and charge the cost to Dominion Energy including any minimum cost provided by ordinance.

7.5.2 Changes or Corrections to Gas Facilities. Magna will not make,

nor request or allow any party other than Dominion Energy, to make changes or corrections of any kind to Dominion Energy's Gas Facilities.

7.6 Construction Permit Requirement. Except in the case of an emergency, Dominion Energy will, prior to commencing new construction or major reconstruction work on Gas Facilities in the Streets, apply for any permit from Magna as may be required by Metro Township ordinances, which permit will not be unreasonably withheld, conditioned, or delayed.

7.6.1 Permit Exception: Emergency Repairs. Notwithstanding the foregoing permit requirement, Dominion Energy will not be obligated to obtain a permit to perform emergency repairs on its Gas Facilities. For the purpose of this Franchise an emergency will mean a situation requiring immediate attention and remedial action to prevent or abate injuries, loss of life, property, or catastrophic interference with normal activities and operations.

7.7 Minimum Interference. All Gas Facilities will be located, constructed, and installed in such manner as to render the least amount of possible interference with vehicular traffic and public use of the Streets and to cause minimal interference with the rights and reasonable convenience of property owners who adjoin any of the Streets.

7.8 Damage or Alteration to the Streets or Public Property. If Dominion Energy damages or alters the Streets or public property in any manner while performing any work on its Gas Facilities, Dominion Energy will (**at its own cost and expense and in a manner reasonably approved by the Metro Township**) replace and restore it in as good a condition as existed before the work commenced.

7.8.1 Pre-Approval Requirement. Any repairs or restoration made to the Streets and public property must be pre-approved in writing by the Metro Township. Upon approval from Magna, all such repairs must be undertaken and completed in such manner as to minimize any undue inconvenience to the Metro Township's inhabitants or the public at large.

7.9 Newly Constructed Gas Distribution Lines. In addition to the installation of underground gas distribution lines as provided by applicable state law and regulations, Dominion Energy will, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed gas distribution lines underground as may be required by Metro Township ordinance.

7.10 Right to Excavate. Dominion Energy will have the right to excavate the Streets subject to reasonable conditions and requirements of the Metro Township. Before installing new underground pipelines and appurtenances, or replacing existing pipelines and appurtenances, Dominion Energy will first notify Magna of such work by written notice and will permit the Metro Township, **at its own expense** (comprised of a pro rata share of the trenching costs), to share the trench of Dominion Energy to lay its own pipeline therein, provided that such action by the Metro Township will not unreasonably interfere with Dominion Energy's Gas

Facilities or delay project completion.

7.10.1 Monument Preservation Permit Requirement. Pursuant to Utah Code Ann. § 17-23-14 and Chapter 14.17 of the Magna Metro Township Code of Ordinances, if Dominion Energy finds it necessary to disturb a survey monument for any non-emergency reason, Dominion Energy will notify the County Surveyor and obtain a Monument Preservation Permit at least five business days prior to the disturbing, damaging, moving, removing, covering, resurfacing, roto-milling, or destroying of any existing public survey monument(s).

7.10.2 Emergency Exception. Should any monument be disturbed absent such a permit due to an emergency circumstance that poses a threat to public health or safety, such as outage restoration or similar unplanned activities, a Monument Preservation Permit must be obtained after the fact.

7.10.3 Construction of New or Replacement Survey Monuments. New survey monuments, or replacement survey monuments, will be constructed in accordance with the Monument Preservation Permit issued by the Salt Lake County Surveyor's office. Non-compliance with this requirement is subject to penalties under Utah Code Ann. § 17-23-15 and 76-8-415.

7.10.4 Pipelines, Manholes, and Appurtenances. Pipelines, manholes, and appurtenances will be designed, located, or adjusted during construction to prevent interference or conflict with the permanent location of existing Survey Monuments.

7.11 Written Notice Requirement. Before commencing any street improvements or other work within the Streets that may affect Dominion Energy's Gas Facilities, Magna will give written notice to Dominion Energy.

SECTION 8. Relocation of Gas Facilities.

8.1 Right to Require Relocation of Gas Facilities. Upon written notice, Magna may require Dominion Energy to remove, relocate, and reinstall (collectively "Relocation") its Gas Facilities located in, on, along, over, across, through, or under any of the Streets. After receipt of such written notice, Dominion energy will diligently being such Relocation of its Facilities as may be reasonably necessary to meet Magna' requirements.

8.2 Payment of Relocation Costs. The Relocation of Gas Facilities by Dominion Energy **will be at no cost to Magna** if: (i) the Gas Facilities have been installed pursuant to this or any other Dominion Energy 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, municipal, or private entity; and (ii) the Metro Township provides a new location for the Gas Facilities pursuant to paragraph 8.3 below.

8.2.1 Payment of Relocation Costs Exceptions.

8.2.1(a): Dominion Energy will not be responsible for any costs associated with an authorized Magna project that is not attributable to Dominion Energy's Gas Facilities in the Streets. All such costs will be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized Metro Township project.

8.2.1(b): Dominion Energy will not be obligated to pay the cost of any Relocation that is required or made a condition of a private development. If the Relocation of Gas Facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Dominion Energy may charge the expense of Relocation to the developer or customer. For example, Dominion Energy will 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.

8.3 Commencement of Relocation Work. Within a reasonable time after receiving written notice from Magna, Dominion Energy will promptly commence the requested Relocation of its Gas Facilities. Before relocating the Gas Facilities, Magna will, with the assistance and consent of Dominion Energy, identify a reasonable alignment for the relocated Gas Facilities within the Streets.

8.4 No Additional Payment. Following the Relocation of any Gas Facilities, Dominion Energy may maintain and operate such Gas Facilities in the new location within Metro Township limits without additional payment.

8.5 Reimbursement of Relocation Costs. If a Metro Township Relocation project is funded by federal or state monies that include an amount allocated to defray the cost of relocating Gas Facilities, then Magna will compensate Dominion Energy up to the extent of such amount for any Relocation costs mandated by the project to the extent that the Metro Township actually receives or is otherwise authorized to direct or approve payment of such federal or state funds; however, Magna will ensure that receipt of compensation from federal or state sources will not restrict or otherwise obligate Dominion Energy's ownership of the Gas Facilities in any way.

SECTION 9. Subdivision Plat Notification. Before Magna approves any new subdivision and before recordation of a plat that impacts or could impact the Gas Facilities, the Metro Township will obtain Dominion Energy's approval of Gas Facilities, including underground facilities to be installed by the developer, and associated rights-of-way depicted on the plat. A copy of the plat will be mailed for approval to Dominion Energy:

Dominion Energy
Attn: Planning
333 South State Street
Salt Lake City, Utah 84111

SECTION 10. Annexation.

10.1 Extension of Metro Township Limits. Upon the annexation of any territory to the Metro Township, the rights granted under this Franchise will extend to the annexed territory to the extent the Metro Township has such authority. All Gas Facilities owned, maintained, or operated by Dominion Energy pursuant to a franchise agreement and located within any public rights-of-way of the annexed territory will thereafter be subject to all the terms and conditions of this Franchise.

10.2 Notice of Annexation. When any territory is approved for annexation to the Metro Township, Magna will, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Dominion Energy: (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 Metro Township's ordinance approving the proposed annexation. The notice will be mailed to:

Dominion Energy
Attn: Annexations
333 South State Street
Salt Lake City, Utah 84111

With copies to:

Dominion Energy
Attn: Office of the General Counsel
333 South State Street
Salt Lake City, Utah 84111

Magna Metro Township by and through its agent
the Greater Salt Lake Municipal Services District
Attn: Planning and Development Services
2001 South State Street #N3-600
Salt Lake City, Utah 84190

SECTION 11. Assignment. Dominion Energy may assign or transfer its rights and obligations under the Franchise, without the Metro Township's consent, to any parent, affiliate, or subsidiary of Dominion Energy, to any entity having fifty percent (50%) or more direct or indirect common ownership with Dominion Energy, or to any successor-in-interest or transferee of Dominion Energy having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within Magna's municipal limits. Additionally, Dominion Energy may assign, mortgage, pledge, hypothecate, or otherwise transfer its interest in this Franchise, without the Metro Township's consent, to any financing entity, or agent on behalf of any financing entity to whom Dominion Energy: (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. Under all other circumstances, excluding the operation of law, Dominion Energy will not transfer, assign, or

delegate any of its rights or obligations under the Franchise to another entity without the Metro Township's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed. Inclusion of the Franchise as an asset of Dominion Energy subject to the liens and mortgages of Dominion Energy will not constitute a transfer or assignment requiring the Metro Township's prior written consent.

SECTION 12. Information Exchange. Upon request by either Magna or Dominion Energy, as reasonably necessary, Dominion Energy and the Metro Township will meet for the purpose of exchanging information and documents regarding construction and other similar work within Metro Township limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information received by Magna from Dominion Energy that contains or relates to Dominion Energy's confidential or proprietary information, including but not limited to information regarding future capital improvements that may involve land acquisition, will be treated with confidentiality upon request to the extent that the Metro Township may lawfully do so.

SECTION 13. Terms of Service. Dominion Energy will furnish natural gas service without preference or discrimination among customers of the same service class at reasonable rates in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over Dominion Energy, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Dominion Energy may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a gas service agreement as a condition to receiving service, and will have the right to contract with its customers regarding the installation and operation of its Gas Facilities. To secure safe and reliable service to the customers, and in the public interest, Dominion Energy will have the right to prescribe the sizes and kinds of pipes and related Gas Facilities to be used and will have the right to refuse service to any customer who refuses to comply with Dominion Energy's rules and regulations.

SECTION 14. Taxes and Fees. During the 2021 legislative session, the Utah Legislature modified Utah Code Ann. § 10-3c-204 to allow the Metro Township to impose a "**municipal energy sales and use tax**" pursuant to Utah's Municipal Energy Sales and Use Tax Act, Utah Code Ann. § 10-1-301, et. seq. If Magna imposes a municipal energy sales and use tax, Dominion Energy will pay to the Metro Township a tax in accordance with the Municipal Energy Sales and Use Tax Act, Utah Code Ann. § 10-1-301, et. seq. Notwithstanding any provision to the contrary, Dominion Energy will pay any other required charges, taxes, and fees lawfully established in a code or ordinance properly adopted by the Metro Township, including but not limited to franchise taxes and fees.

SECTION 15. Indemnification. Magna will 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 Dominion Energy of its Gas Facilities. Dominion Energy will indemnify, defend, and hold Magna, its agents, officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions, and proceedings arising from the exercise by Dominion Energy of its rights under this Franchise, including its operations within Metro Township limits, and Dominion Energy will pay the reasonable cost of defense plus the Metro Township's reasonable attorney fees. Magna will: (a) give prompt written notice to Dominion Energy of any claim, demand, or lien with respect to which the Metro Township seeks indemnification under this Franchise; and (b) permit Dominion Energy to assume the defense of such claim, demand, or lien. If such defense is not assumed by Dominion Energy,

Dominion Energy will not be subject to liability for any settlement made without its consent. Notwithstanding any provision to the contrary, Dominion Energy will not be obligated to indemnify, defend, or hold Magna harmless to the extent that any underlying claim, demand, lien, liability, damage, action, and proceeding arises out of, or in connection with, any negligent or willful act or omission of the Metro Township or any of its agents, officers, or employees.

SECTION 16. Insurance. Dominion Energy will responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 15 of this Franchise, in lieu of any insurance as may be required in any Metro Township ordinances.

SECTION 17. Waiver of Surety Bond Requirement. If any Metro Township ordinance requires Dominion Energy to post a surety bond, that section of the ordinance is expressly waived.

SECTION 18. Notices. Unless otherwise specified herein, all notices from Dominion Energy to Magna pursuant to or concerning this Franchise will be delivered to the following addresses, which the Parties may update from time to time in writing:

Magna Metro Township by and through its agent
the Greater Salt Lake Municipal Services District
Attn: Planning and Development Services
2001 South State Street #N3-600
Salt Lake City, Utah 84190

Unless otherwise specified herein, all notices from Magna to Dominion Energy pursuant to or concerning this Franchise will be delivered to:

Dominion Energy
Attn: Regional Business Management Director
333 South State Street
Salt Lake City, Utah 84111

If Magna or Dominion Energy desires to use a different mailing address under this Section 15 of the Franchise, the party requesting such change must provide written notice to the other party.

SECTION 19. Amendment. At any time during the term of this Franchise, Magna or Dominion Energy 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 will be effective until mutually agreed upon by Magna and Dominion Energy and formally adopted as an ordinance amendment, which will be accepted in writing by Dominion Energy.

SECTION 20. Automatic Termination. Upon expiration of the second renewal period under Section 3 above, the Franchise will automatically terminate.

SECTION 21. No Waiver. Neither Magna nor Dominion Energy will 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.

SECTION 22. Severability and Effect of Invalidity. If any section, sentence, paragraph, term, or provision of this Franchise 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 will be deemed a separate, distinct, and independent provision and such determination will have no effect on the validity of any other section, sentence, paragraph, term, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

MAGNA METRO TOWNSHIP COUNCIL

By: _____
Dan Peay, Mayor

ATTEST

APPROVED AS TO FORM:

Sherrie Swensen, Clerk/Recorder

Paul H. Ashton, Magna Metro Township
Attorney

ACCEPTANCE OF FRANCHISE

This is to certify that Questar Gas Company d/b/a Dominion Energy Utah (“**Franchisee**”) accepts the nonexclusive franchise (“**Franchise**”) to construct, maintain, and operate a gas distribution system in, under, above, and across the present and future public rights-of-way in the Magna Metro Township, State of Utah, as evidenced by Resolution No. _____ and adopted by the Magna Metro Township Council on _____, 2022. Franchisee 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.

Franchisee designates the following representative to receive and respond to issues in connection with the Franchise, and such other office as Franchisee may designate by written notice to the Magna Metro Township:

Dominion Energy Utah
Attn: Franchise Manager
333 South State Street
Salt Lake City, Utah 84111

With copy (except for invoices) to:

Dominion Energy Utah Legal Department
Attn: Network Legal Team
333 South State Street
Salt Lake City, Utah 84111

Dated this _____ day of _____, 2022.

QUESTAR GAS COMPANY d/b/a
DOMINION ENERGY UTAH

By its _____