



**HOOPER CITY
CITY COUNCIL AGENDA
MAY 16, 2024 7:00PM
COUNCIL CHAMBERS
5580 W. 4600 S.
Hooper, UT 84315**

Notice is hereby given that the Hooper City Council will hold a work meeting at 6:00pm and their regularly scheduled meeting at 7pm on Thursday, May 16, 2024, at the Hooper Municipal Building located at 5580 W 4600 S Hooper, UT 84315.

Work Meeting – 6:00pm

1. Discussion on Agenda Items
2. City Council Reports

Regular Meeting – 7:00pm

1. Meeting Called to Order
2. Opening Ceremony
 - a. Pledge of Allegiance – Council member Hill
 - b. Reverence – Council member Wilcox
3. Upcoming Events
4. Public Comments
5. Consent Items
6. Discussion Items, Reports, and/or Presentations
 - a. Presentation: Truth and Taxation – John Bond
 - b. Discussion: Conflict of Interest
7. Public Hearings
8. Action Items
 - a. Motion: Adopt tentative budget for FY 2024-2025
 - b. Discussion/Motion: Volunteer Committees
 - c. Motion: Land change for Tower property located at 4455 S 5500 W
 - d. Discussion/Motion: Draft an Interlocal Agreement with West Haven City for 5100 W road improvement
 - e. Motion: Approval of Ordinance No. 2024-03; An ordinance amending and clarifying Title X, Zoning and Subdivision Ordinance.
 - f. Motion: Approval of Ordinance No. 2024-04; An ordinance clarifying rules related to the six-member council form of government.
 - g. Motion: Lumen Franchise Ordinance No. 2024-02
9. Public Comments
10. Adjournment

Morghan Yeoman

Morghan Yeoman, City Recorder

**Please see notes regarding public comments and public hearings*

In compliance with the American with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 801-732-1064 or admin@hoopercity.com at least 48 hours prior to the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Hooper City limits on the 16th day of May, 2024 at Hooper City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <https://www.hoopercity.com/meetings>.

***NOTES REGARDING PUBLIC COMMENT AND PUBLIC HEARINGS**

- A. Time is made available for anyone in the audience to address the City Council during public comment and through public hearings.
 - a. When a member of the audience addresses the council, they will come to the podium and state their name and address.
 - b. Each person will be allotted three (3) minutes for their remarks/questions.
 - c. The City Recorder will inform the speaker when their allotted time is up.

Report Criteria:

- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

Account Number	Account Title	2022-23 Prior Year Actual	2023-24 Current Year Budget	2023-24 Current Year Actual	2024-25 Future year Budget
General Fund					
Taxes					
10-31-1000	Property Taxes	274,385	247,700	278,246	260,000.00
10-31-3000	Sales and Use Taxes	1,694,199	1,700,000	1,301,919	1,620,000.00
10-31-4000	Franchise	56,787	56,782	55,096	57,400.00
10-31-4050	Utility Franchise	.00	480,000	225,799	200,000.00
10-31-4100	Telecommunications	24,298	24,500	18,286	24,500.00
10-31-5000	Sales Tax .25%	158,847	161,000	122,001	152,000.00
Total Taxes:		2,208,515	2,669,982	2,001,348	2,313,900.00
Licenses					
10-32-1000	Business Licenses	14,871	14,000	14,815	14,000.00
10-32-2010	Excavation	16,209	19,500	16,909	19,500.00
10-32-2020	Conditional Use Permits	4,584	3,900	4,083	3,900.00
10-32-2110	Building Permits	170,949	173,800	247,182	173,800.00
10-32-2120	State Fee	237	265	336	265.00
10-32-2130	Plan Check Fees	42,570	43,600	67,573	43,600.00
Total Licenses:		249,420	255,065	350,898	255,065.00
Intergovernmental					
10-33-5600	Class "C" Road Funds	512,653	471,000	362,726	500,000.00
10-33-5700	Cares Act/ARPA	.00	.00	.00	.00
10-33-5800	Liquor Funds	5,702	5,700	6,145	6,145.00
Total Intergovernmental:		518,355	476,700	368,871	506,145.00
Charges for Services					
10-34-1300	Zoning and Subdivision Fees	54,774	70,000	4,204	10,000.00
10-34-1400	Cemetery Lot Fees	30,350	36,600	28,800	36,000.00
10-34-1410	Cemetery Services	34,725	34,100	29,000	34,000.00
10-34-7010	Arena	50-	1,000	4,885	4,000.00
10-34-7020	Bowery	2,240	1,500	355	1,500.00
10-34-7030	Civic Center	25-	250	725	250.00
10-34-7050	Newsletter	.00	.00	.00	.00
Total Charges for Services:		122,013	143,450	67,969	85,750.00
Fines and Forfeitures					
10-35-1000	Fines	18,839	10,000	17,447	18,800.00
10-35-2000	Code Enforcement Fines	.00	.00	.00	.00
Total Fines and Forfeitures:		18,839	10,000	17,447	18,800.00

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior Year Actual	Current Year Budget	Current Year Actual	Future year Budget
Miscellaneous					
10-36-0050	Tomato Day Receipts	110,611	115,100	92,109	83,500.00
10-36-1000	Interest	347,470	204,600	364,283	275,000.00
10-36-2000	Improvement Bond Revenue	.00	.00	.00	.00
10-36-7000	Veterans Memorial Revenue	.00	.00	.00	.00
10-36-7100	Memorial Maintenance Revenue	.00	.00	.00	.00
10-36-8000	Other	416	500	557	500.00
Total Miscellaneous:		458,496	320,200	456,949	359,000.00
Other Sources					
10-38-7000	Transfer In From Capital Proje	.00	.00	.00	.00
10-38-8000	Appropriation of Class C Road	.00	.00	.00	.00
10-38-9000	Appropriation of Fund Balance	.00	50,371	.00	227,075.00
10-38-9500	Appropriation of ARPA Funds	.00	.00	.00	.00
Total Other Sources:		.00	50,371	.00	227,075.00
General Government					
10-41-1100	Council	8,225	9,000	5,650	9,000.00
10-41-1200	Council Training	5,904	7,200	6,039	7,200.00
10-41-3100	Executive	9,000	9,000	5,100	9,000.00
10-41-4100	Auditor	3,625	3,900	7,250	3,900.00
10-41-4300	Accounting	7,980	10,575	9,115	24,000.00
10-41-4400	Recorder	442	550	109	550.00
10-41-4500	Attorney	19,686	20,500	30,380	25,000.00
10-41-4501	Settlement	.00	.00	125,000	.00
10-41-4510	Donations	5,000	4,250	1,000	6,450.00
10-41-4520	CARES Act/ARPA	.00	541,573	320,990	350,000.00
10-41-4600	Inspection Infra Fee	.00	5,000	.00	5,000.00
10-41-5000	Miscellaneous	1,489	3,000	1,431	3,000.00
10-41-5010	Interest Expense	55	200	.00	200.00
10-41-5025	Merchant/Bank Fees	1,054	2,000	1,809	2,500.00
10-41-5050	Engineering General	73,181	87,900	30,568	60,000.00
10-41-5075	Information Technology	14,423	17,650	15,569	22,000.00
10-41-5085	Computer Replacement	.00	5,100	3,437	2,500.00
10-41-5100	Memberships	5,974	6,715	565	6,500.00
10-41-6000	Maintenance	2,549	6,000	2,371	6,000.00
10-41-6010	Utilities	12,050	12,300	11,336	14,500.00
10-41-6250	Newsletter	930	2,500	681	2,500.00
10-41-6510	Newspaper	49	500	.00	500.00
10-41-6520	Elections	.00	11,000	17,068	11,000.00
10-41-6530	Training	3,751	6,900	1,420	6,900.00
10-41-6535	Spring/Fall Cleanup	2,722	5,000	.00	5,000.00
10-41-6540	Postage	2,930	3,000	668	3,000.00
10-41-6545	School Crossing Guards	28,700	29,560	25,498	45,000.00
10-41-6547	Signage	.00	1,000	.00	1,000.00
10-41-6550	Small Equipment	.00	4,900	.00	4,900.00
10-41-6560	Supplies	2,518	5,000	1,609	5,000.00
10-41-6565	Liability Insurance	36,738	20,000	453	25,100.00
10-41-6600	Life Insurance	36	90	48	90.00
10-41-6610	Salaries and Wages	68,823	117,600	74,871	117,600.00
10-41-6615	FICA	7,034	9,000	7,183	9,000.00
10-41-6620	Retirement	10,170	21,700	10,713	16,000.00
10-41-6625	Health Insurance - Admin	11,634	23,100	18,238	23,100.00
10-41-6630	Workers' Compensation	1,236	260	155-	810.00

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior Year Actual	Current Year Budget	Current Year Actual	Future year Budget
10-41-8000	Planning Commission	4,068	6,000	4,250	6,000.00
10-41-8010	Planning Commission Training	.00	3,000	600	3,000.00
10-41-8020	Computer Programs	7,243	9,200	5,684	7,500.00
Total General Government:		359,218	1,031,723	746,551	850,300.00
Public Safety					
10-42-1000	Police	677,154	736,100	687,530	739,300.00
10-42-1110	Emergency Management	.00	.00	.00	9,600.00
10-42-3000	Code Enforcement	.00	7,000	.00	7,000.00
10-42-5300	Animal Control - Shelter	26,719	30,515	22,886	32,100.00
10-42-5310	Animal Control Bond	8,754	8,910	6,683	9,400.00
10-42-5320	Animal Control-Services	27,317	33,865	25,398	35,600.00
10-42-5330	Animal Control-Director Salary	.00	.00	.00	.00
Total Public Safety:		739,944	816,390	742,496	833,000.00
Recreation					
10-43-6700	Youth Council Expenditures	218	1,000	452	1,000.00
10-43-9000	Education and Community Promot	7,523	19,500	5,229	19,500.00
10-43-9100	Tomato Days	93,333	115,000	83,853	83,500.00
Total Recreation:		101,074	135,500	89,534	104,000.00
Highways					
10-44-1010	Equipment Rental	14,346	14,500	15,333	15,500.00
10-44-1020	Fuel	10,084	11,150	7,789	11,150.00
10-44-1025	Spray & Chemical	3,994	3,600	74	4,000.00
10-44-1505	HA5 - Developer Reimbursement	2,448	2,000	19,403	2,000.00
10-44-1510	Crackseal - Roads	.00	58,240	.00	61,500.00
10-44-1515	Surface Maintenance - Roads	50,358	119,600	.00	126,500.00
10-44-1520	Reclamation/Overlay - Roads	192,446	194,480	26,718	206,000.00
10-44-1525	Pot Holes/Patching - Roads	13,981	15,600	5,000	16,500.00
10-44-1530	Striping/Signage/Posts - Roads	9,066	18,720	6,999	20,000.00
10-44-1535	Snow Removal/Salt/Blades-Roads	25,265	22,000	30,863	23,500.00
10-44-1540	Sweeping - Roads	.00	2,080	.00	2,000.00
10-44-1545	Street Light Maint - Roads	20,882	41,600	27,529	44,000.00
10-44-2000	Emergency Projects	.00	.00	.00	.00
10-44-5000	Engineering	10,000	10,000	.00	10,000.00
10-44-5550	Shop - Tools/Supplies/Consum	4,114	7,000	3,705	7,000.00
10-44-5600	Training/Cert/Travel	1,620	2,000	1,640	2,000.00
10-44-5700	Storm Drain Maint/Clean	.00	7,000	1,691	7,000.00
10-44-5800	Storm Drain Pumps	377	700	313	700.00
10-44-5900	School Crossings	250	500	207	500.00
10-44-6000	General Maintenance	6,896	7,000	1,264	7,000.00
10-44-6100	Vehicles/Equip Maintenance	13,110	13,000	15,930	15,000.00
10-44-6200	Roadside Mowing	.00	1,500	.00	2,000.00
10-44-6300	Road Dump Fees	3,589	4,500	3,500	4,500.00
10-44-6600	Life Insurance	52	140	43	140.00
10-44-6610	Salaries and Wages	109,160	204,000	97,415	204,000.00
10-44-6615	FICA	8,356	15,700	7,452	15,700.00
10-44-6620	Retirement	16,100	35,500	15,902	35,500.00
10-44-6625	Health Insurance - Public Work	8,435	31,700	8,549	31,900.00
10-44-6630	Workers' Compensation	1,961	8,400	2,386	8,400.00
10-44-7010	Storm Water	.00	.00	.00	.00
10-44-9500	Public Works Equipment	13,009	20,000	3,245	20,000.00

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior Year Actual	Current Year Budget	Current Year Actual	Future year Budget
Total Highways:		535,003	872,210	264,146	903,990.00
Parks					
10-45-1010	Equipment Rental	14,346	14,500	15,333	15,500.00
10-45-1015	Fertilizer	.00	7,000	.00	7,000.00
10-45-1020	Fuel	9,757	11,150	7,606	11,150.00
10-45-1025	Spray & Chemical	3,584	4,000	814	4,000.00
10-45-1030	General Maint/Cleaning/Mowing	10,027	12,000	17,850	12,000.00
10-45-1035	Sprinkler Parts & Repair	8,799	7,600	708	9,000.00
10-45-1060	Utilities	16,950	15,200	3,081	15,200.00
10-45-1065	Utilities-Secondary Water	16,407	24,700	3,305	24,700.00
10-45-1070	Cemetery Exp	9,236	15,000	13,513	15,000.00
10-45-2000	Emergency Projects	.00	.00	.00	.00
10-45-5075	Information Technology	.00	.00	.00	.00
10-45-5500	West Haven Recreation Fees	10	1,000	14	1,000.00
10-45-5550	Shop - Tools/Supplies/Consum	7,350	7,000	9,228	9,000.00
10-45-5600	Training/Cert/Travel	278	750	175	750.00
10-45-6100	Vehicles/Equip Maintenance	16,037	20,000	6,453	20,000.00
10-45-6105	Veterans Memorial Maintence	.00	1,700	.00	1,700.00
10-45-6110	Arena Maintenance	406	3,000	1,744	3,000.00
10-45-6120	Park Building Maintenance	97	5,000	878	5,000.00
10-45-6125	Cemetery Building Maint	.00	5,000	.00	5,000.00
10-45-6130	Trail Maintenance-Local Option	1,788	10,000	31	10,000.00
10-45-6300	Park Dump Fees	3,607	4,500	3,156	4,500.00
10-45-6600	Life Insurance	123	260	134	260.00
10-45-6610	Salaries and Wages	202,344	297,000	238,586	297,000.00
10-45-6611	Part-time Wages	.00	.00	.00	.00
10-45-6615	FICA	15,480	22,700	18,252	22,700.00
10-45-6620	Retirement	25,465	39,000	32,498	39,000.00
10-45-6625	Health Insurance - Parks	23,135	51,800	30,737	51,800.00
10-45-6630	Workers' Compensation	3,634	5,800	1,733	5,800.00
10-45-8500	Unemployment Costs	.00	2,000	.00	2,000.00
10-45-9000	Parks Equipment	8,325	30,000	3,834	30,000.00
Total Parks:		397,186	617,660	409,663	622,060.00
Community Dev/Inspections					
10-46-5075	Hooper Plus Software	4,990	5,000	5,066	5,100.00
10-46-5600	Training/Cert/Travel	.00	1,000	.00	1,000.00
10-46-5660	Memberships	74	500	.00	500.00
10-46-6100	Vehicle Maintenance	.00	6,000	309	6,000.00
10-46-6540	Postage	252	300	.00	300.00
10-46-6550	Contract Services	66,470	80,000	71,425	80,000.00
10-46-6560	Supplies	2,757	3,050	765	3,050.00
10-46-6600	Life Insurance	39	60	32	60.00
10-46-6610	Salaries and Wages	93,090	107,000	80,482	107,000.00
10-46-6615	FICA	7,125	8,200	6,157	8,200.00
10-46-6620	Retirement	15,079	17,400	13,030	17,400.00
10-46-6625	Health Insurance	20,301	21,600	17,908	21,600.00
10-46-6630	Workers' Compensation	1,672	175	433	175.00
10-46-6700	Economic Development	2,600	2,000	.00	2,000.00
Total Community Dev/Inspections:		214,448	252,285	195,608	252,385.00

Account Number	Account Title	2022-23 Prior Year Actual	2023-24 Current Year Budget	2023-24 Current Year Actual	2024-25 Future year Budget
Department: 47					
10-47-1010	Debt Service	.00	.00	.00	.00
10-47-1020	Debt Service Interest	.00	.00	.00	.00
Total Department: 47:		.00	.00	.00	.00
Department: 48					
10-48-8000	Increase in Fund Balance	.00	.00	.00	.00
Total Department: 48:		.00	.00	.00	.00
Department: 49					
10-49-1000	Transfer Out-General Fund	.00	200,000	150,000	200,000.00
10-49-1200	Transfer Out-Utility Fund	.00	.00	.00	.00
Total Department: 49:		.00	200,000	150,000	200,000.00
General Fund Revenue Total:		3,575,639	3,925,768	3,263,483	3,765,735.00
General Fund Expenditure Total:		2,346,874	3,925,768	2,597,997	3,765,735.00
Net Total General Fund:		1,228,765	.00	665,485	.00

Account Number	Account Title	2022-23 Prior Year Actual	2023-24 Current Year Budget	2023-24 Current Year Actual	2024-25 Future year Budget
Utility Fund					
Impact Fees					
20-32-1000	Impact Fees - Sewer	152,798	201,050	253,323	201,050.00
	Total Impact Fees:	152,798	201,050	253,323	201,050.00
Charges for Storm Water Servic					
20-33-4100	Storm Water Charges	177,238	160,000	135,021	169,800.00
	Total Charges for Storm Water Servic:	177,238	160,000	135,021	169,800.00
Charges for Sewer Services					
20-34-4100	Sewer Charges	1,303,778	1,287,000	1,114,827	1,220,472.00
20-34-4105	CWSD Charges	.00	.00	.00	525,200.00
20-34-4110	Finance Charges-Sewer	14,190	16,280	16,201	19,100.00
20-34-4200	New Sewer Connections	3,410	5,000	.00	5,000.00
	Total Charges for Sewer Services:	1,321,378	1,308,280	1,131,028	1,769,772.00
Charges for Garbage Services					
20-35-4100	Garbage Charges	521,713	511,000	448,488	589,000.00
20-35-4300	Recycling Charges	80,125	79,500	67,995	120,800.00
	Total Charges for Garbage Services:	601,838	590,500	516,483	709,800.00
Other Revenues					
20-36-1000	Interest	41,006	23,000	46,046	41,000.00
20-36-2000	Capital Contributions	.00	.00	.00	.00
20-36-8500	Gain on Sale of Assets	.00	.00	.00	.00
	Total Other Revenues:	41,006	23,000	46,046	41,000.00
Transfers					
20-39-1010	Transfer In - Utility Fund	.00	.00	.00	.00
	Total Transfers:	.00	.00	.00	.00
Storm Water Expenses					
20-44-1000	Storm Water Expense	.00	160,000	57,896	169,800.00
	Total Storm Water Expenses:	.00	160,000	57,896	169,800.00
Garbage Expenditures					
20-45-1000	Garbage Contract Fee	269,033	240,000	249,995	351,200.00
20-45-1005	Bad Debt Expense-Garbage	.00	.00	.00	.00
20-45-1300	Recycle Contract Fee	102,860	106,000	93,538	120,900.00
20-45-5075	Information Technology	.00	.00	.00	.00
20-45-5500	Tipping Fee	196,556	173,600	187,888	229,600.00
20-45-5650	Software Support	.00	.00	.00	.00
20-45-6560	Supplies/Postage	7,149	5,700	5,877	8,100.00
	Total Garbage Expenditures:	575,598	525,300	537,297	709,800.00
Sewer Expenditures					
20-46-1000	Utilities	599,894	639,500	455,656	133,500.00

Account Number	Account Title	2022-23	2023-24	2023-24	2024-25
		Prior Year Actual	Current Year Budget	Current Year Actual	Future year Budget
20-46-1001	CWSD - Utilities	.00	.00	.00	525,200.00
20-46-1005	Bad Debt Expense	.00	1,500	.00	1,500.00
20-46-1010	Equipment Rental	7,083	12,100	8,083	12,100.00
20-46-1020	Fuel	9,881	11,150	7,586	11,150.00
20-46-1040	Depreciation	495,045	500,000	360,000	500,000.00
20-46-3000	Sewer Administration	42,965	40,000	50,660	45,000.00
20-46-4520	ARPA	50,728	491,573	197,882	83,280.00
20-46-5000	Engineering	34,385	20,000	.00	20,000.00
20-46-5025	Merchant Fees	16,169	14,800	16,008	18,300.00
20-46-5075	Information Technology	.00	1,000	.00	1,000.00
20-46-5500	New Connection Expenses	7,035	10,000	240	10,000.00
20-46-5550	Shop - Tools/Supplies/Consum	2,888	3,200	2,424	3,200.00
20-46-5600	Training/Cert/Travel	3,486	3,000	2,765	3,000.00
20-46-5650	Software Support	1,967	2,750	.00	2,750.00
20-46-6000	Sewer General Maintenance	.00	2,000	364	2,000.00
20-46-6010	Vacuum System Maintenance	89,251	105,000	51,269	105,000.00
20-46-6020	Vacuum Station Maintenance	.00	.00	840	.00
20-46-6030	Gravity System Maintenance	67,675	60,000	10,544	60,000.00
20-46-6040	Gravity Lift Station Maintenanc	.00	.00	.00	.00
20-46-6050	Blue Stakes	1,053	2,000	1,496	2,000.00
20-46-6100	Vehicles/Equip Maintenance	9,238	20,000	3,274	20,000.00
20-46-6500	Sewer Equipment Reserve	.00	.00	.00	.00
20-46-6550	Sewer Equipment	8,186	10,000	.00	10,000.00
20-46-6555	Sewer Improvements	.00	.00	.00	.00
20-46-6560	Supplies/Postage	8,369	7,400	6,447	8,200.00
20-46-6565	Liability Insurance	24,305	20,000	.00	24,305.00
20-46-6575	Generator Fuel	.00	2,500	.00	2,500.00
20-46-6600	Life Insurance	96	171	75	171.00
20-46-6610	Salaries and Wages - Sewer	176,066	217,200	141,529	205,900.00
20-46-6615	FICA	12,845	16,700	10,827	15,900.00
20-46-6620	Retirement	24,251	35,800	22,145	32,000.00
20-46-6625	Health Insurance - Sewer	14,259	21,950	14,302	23,000.00
20-46-6630	Worker's Compensation	1,179-	7,000	476	4,000.00
20-46-6640	Pension Expense	8,533-	.00	.00	.00
Total Sewer Expenditures:		1,697,406	2,278,294	1,364,890	1,884,956.00
Utility Fund Revenue Total:		2,294,258	2,282,830	2,081,900	2,891,422.00
Utility Fund Expenditure Total:		2,273,005	2,963,594	1,960,084	2,764,556.00
Net Total Utility Fund:		21,253	680,764-	121,817	126,866.00

Account Number	Account Title	2022-23 Prior Year Actual	2023-24 Current Year Budget	2023-24 Current Year Actual	2024-25 Future year Budget
Capital Projects					
Revenue					
30-32-1100	Impact Fee: Parks	51,114	60,850	77,888	59,633.00
30-32-1200	Grant Funds - Parks	.00	.00	.00	.00
30-32-1250	Grant Funds - Transportation	.00	.00	.00	.00
30-32-1400	Ramp Grants (Yearly)	290,936	270,000	.00	10,276.00
30-32-1600	4700 West Transportation Fund	.00	.00	.00	.00
30-32-1700	5500 S Sidewalk (Grant)	.00	.00	.00	.00
30-32-1710	5500 W Project	1,251,229	5,449,909	1,732,820	2,265,000.00
Total Revenue:		1,593,280	5,780,759	1,810,708	2,334,909.00
Miscellaneous					
30-36-1000	Interest	.00	14,000	.00	14,000.00
Total Miscellaneous:		.00	14,000	.00	14,000.00
Source: 38					
30-38-8000	Appropriation of Fund Balance	.00	1,032,150	.00	1,421,367.00
Total Source: 38:		.00	1,032,150	.00	1,421,367.00
Source: 39					
30-39-1010	Transfer In - Capital Projects	.00	200,000	150,000	.00
Total Source: 39:		.00	200,000	150,000	.00
Capital Improvements					
30-44-2000	Parks and Trails	86,948	20,000	323,278	10,276.00
30-44-2040	Capital Expenditures	.00	.00	.00	750,000.00
30-44-2045	Water Shares	.00	.00	.00	.00
30-44-2300	Cemetery Improvement Project	.00	.00	.00	.00
30-44-2310	Shed Project	37,362	45,000	.00	.00
30-44-2320	4700 West Project	.00	.00	.00	.00
30-44-2325	Transportation Master Plan	.00	.00	.00	.00
30-44-2330	Infrastructure Upgrade	10,000	10,000	.00	.00
30-44-2335	5500 W Project	1,238,368	5,775,909	1,628,757	2,910,000.00
30-44-3015	5500 S Sidewalk (grant)	.00	.00	.00	.00
30-44-3030	Property Aquisition	550,835	.00	.00	.00
30-44-3035	Community Rec Building	.00	.00	.00	.00
30-44-3040	City Hall Renovation	.00	100,000	.00	100,000.00
30-44-3045	Community Park Upgrades	613,968	1,076,000	26,707	.00
Total Capital Improvements:		2,537,481	7,026,909	1,978,742	3,770,276.00
Department: 48					
30-48-8000	Increase in Fund Balance	.00	.00	.00	.00
Total Department: 48:		.00	.00	.00	.00
Department: 49					
30-49-1100	Tranfer Out - General Fund	.00	.00	.00	.00
Total Department: 49:		.00	.00	.00	.00
Capital Projects Revenue Total:		1,593,280	7,026,909	1,960,708	3,770,276.00

Account Number	Account Title	2022-23 Prior Year Actual	2023-24 Current Year Budget	2023-24 Current Year Actual	2024-25 Future year Budget
	Capital Projects Expenditure Total:	2,537,481	7,026,909	1,978,742	3,770,276.00
	Net Total Capital Projects:	944,202-	.00	18,034-	.00
	Net Grand Totals:	305,817	680,764-	769,268	126,866.00

Report Criteria:

- Print Fund Titles
 - Page and Total by Fund
 - Print Source Titles
 - Total by Source
 - Print Department Titles
 - Total by Department
 - All Segments Tested for Total Breaks
-



W3244817

E# 3244817 PG 1 OF 13
Leann H. Kilts, WEBER COUNTY RECORDER
07-Jul-22 01:32 PM FEE \$40.00 DEP TT
REC FOR: EVEREST INFRASTRUCTURE PARTNERS
ELECTRONICALLY RECORDED

PREPARED BY AND
WHEN RECORDED MAIL TO:

John P. Lemmon, Esq.
EIP Holdings II, LLC
c/o Everest Infrastructure Partners
Two Allegheny Center
Nova Tower 2, Suite 703
Pittsburgh, PA 15212

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 202__ (“Effective Date”) by and between **STUDIO CITY, L.L.C.**, a Utah limited liability company (“Grantor”) and **EIP HOLDINGS II, LLC**, a Delaware limited liability company (“Grantee”). Grantor and Grantee are at times collectively referred to hereinafter as the “Parties” or individually as a “Party”.

RECITALS:

WHEREAS, Grantor is the owner of that certain real property located at or about 4455 South 5500 West, Hooper, Utah 84315 (“Property”), which Property is more particularly described on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, Grantor and Grantee have entered into that certain Letter Agreement last executed the 9th day of May, 2022 (“Letter Agreement”), in which Grantor has agreed to grant to Grantee certain rights to the Property in accordance with the terms herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree and covenant to and with each other the following:

1. **Recitals; Letter Agreement.** The recitals and definitions set forth above and the Letter Agreement are incorporated herein by reference and made a part of this Agreement.

2. **Grant of Easement.** Grantor grants and conveys to Grantee:

(a) an easement (“Site Easement”) in, to, under and over the portions of the Property as shown or described on Exhibit “B” attached hereto, portions of which Site Easement are leased and/or otherwise utilized pursuant to the leases or other agreements listed on Exhibit “C” (“Current Agreements”), for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, cabinets, buildings, ice bridges, fences, gates and all related facilities (collectively “Facilities”), and any and all activities and uses of the Site Easement related to the operation of a wireless communications site, which Site Easement shall be exclusive except for any contrasting rights granted prior to the Effective Date via the Current Agreements and exclusive upon the expiration or earlier termination of the Current Agreements; and

(b) all reasonably necessary, non-exclusive easements (“Access and Utility Easements”) in, to, under and over the Property and any other applicable property, including those areas leased and/or otherwise utilized pursuant to the Current Agreements, for ingress and egress to and from the Site Easement and a publicly dedicated roadway, and for the construction, installation, maintenance, repair, replacement, improvement, operation and removal of utilities, fiber and the like providing service to and from the Site Easement and the Facilities, and any related activities and uses (the Site Easement and Access and Utility Easements are collectively referred to herein as the “Easement”). Notwithstanding the foregoing, the use of additional portions of the Property for Access and Utility Easements which are not leased and/or otherwise utilized pursuant to the Current Agreement for such purposes on the Effective Date shall be subject to Grantor’s approval, not to be unreasonably withheld, conditioned, or delayed.

3. **Current Agreements.** Grantor transfers and assigns to Grantee, as of the Effective Date, any and all of Grantor’s rights, title and interest in, to and under the Current Agreements, including but not limited to (i) the right to receive any and all rents and other monies due thereunder and (ii) the right to modify, extend, expand and/or terminate the Current Agreements. Grantee agrees to provide all required notice of the transfer and assignments of the Current Agreements to the parties therein per the terms of each agreement. The Parties believe the Current Agreements are fully transferable and assignable, but if it is determined that the transfer and assignment of any Current Agreement requires consent of any party thereto, then (i) the Parties shall cooperate to obtain such consent and (ii) prior to receiving such consent, the Parties shall operate between themselves as if such consent had been obtained and the transfer and assignment completed on the Effective Date, including but not limited to Grantor forwarding to Grantee all rents and other monies received by Grantor pursuant to the applicable Current Agreement. Notwithstanding the foregoing, Grantor is not assigning and shall continue to comply with all of Grantor’s obligations as lessor under the Current Agreements to the extent that any of the Current Agreements burden portions of the Property or any other property outside of the Site Easement.

4. **Use of Easement.** Subject to the remaining term of the Current Agreements, Grantor shall provide to Grantee the quiet enjoyment and use of the Easement. Grantee shall have the exclusive, unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Easement and/or Grantee’s rights under this Agreement to any parties, including but not limited to (i) any lessee, sublessee or licensee under the Current Agreements, (ii) communication service providers or tower owners or operators, (iii) the affiliates, subsidiaries, parents and successors of Grantee, and (iv)

holders of security interests (collectively, including successors and assigns, "Customers"). Grantee and its Customers shall have the right to enter and access the Easement at any time, twenty-four (24) hours a day, seven (7) days a week.

5. **Term.** This Agreement and the Easement shall commence on the Effective Date and extend until terminated in accordance with the terms herein.

6. **Termination.** In the event Grantee and its Customers cease all use of all portions of the Easement for a period of more than five (5) consecutive years (for reasons other than casualty or force majeure) subsequent to the expiration of the Current Agreements, the Easement shall be deemed abandoned and this Agreement shall be terminated. Limited or partial use of the Easement by Grantee or any Customers shall not be deemed a surrender or abandonment of the Easement or any unused portion thereof, nor prevent Grantee from benefiting from the full use and enjoyment of the entirety of the Easement. Grantee may terminate this Agreement upon written notice to Grantor. This Agreement may not be terminated by Grantor. Upon termination Grantee and Grantor shall cooperate in the execution and recordation of any document reasonably required to evidence such termination.

7. **Improvements.** Grantor hereby sells, transfers and delivers to Grantee, and Grantee hereby accepts from Grantor, all of Grantor's rights and title to the personal property of Grantor located at the Easement at the time of the Effective Date, including the communications tower, security fencing, shelters, and all other applicable facilities related to the wireless communications site, and all of Grantor's governmental permits and the like related thereto, all of which shall be deemed part of the Facilities. Grantor warrants to Grantee that (i) all property conveyed to Grantee hereunder was owned entirely by Grantor immediately prior to such conveyance, (ii) Grantor has the right to grant such conveyance, (iii) all property conveyed to Grantee hereunder is free from all encumbrances other than the Current Agreements, and (iv) Grantor shall fully comply with all laws and regulations, including those of the FCC's Antenna Structure Registration System, to properly process the conveyance to Grantee hereunder. Grantee acknowledges that Grantor is not conveying to Grantor ownership of any communications equipment or the like owned by tenants at the Easement. Grantor shall retain ownership of the Building within which a portion of the Easement is located, as more specifically set forth in Section 11 below. Grantee and its Customers may construct and maintain any other improvements in, to, under and over the Site Easement (and improvements in the Access and Utility Easements consistent with the use of such areas for such purposes), all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Grantee and its Customers, as applicable, and Grantor shall possess no right, title or interest therein.

8. **Taxes.** Grantee, or its Customers as applicable, shall be responsible for all property taxes on the Site Easement and the Facilities. Grantor shall pay all taxes on all areas of the Property and improvements on the property outside of the Site Easement.

9. **Exclusive Use; Interference.** Except for Grantee's use or the use of any Customers or third parties with Grantee's permission or as otherwise permitted by the Current Agreements, no portion of the Property, or any other property owned by Grantor or any reasonably related party and located within a one (1) mile radius of the Property, shall be used in any manner by any third party for communications towers, facilities and/or transmissions without the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion. Grantor may utilize other portions of the Property or other property for communications related to bona fide governmental functions (including, but not limited to, police communications, internet, and the like), but Grantor shall not sublease or otherwise permit the use of any such areas by any non-governmental third party. Grantor shall not install or permit to be installed any structure or equipment which causes measurable interference to the equipment of Grantee or its Customers, or otherwise permit any portion of the Property to be used in a manner which materially interferes with the

operations of Grantee or its Customers. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Grantee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

10. Relocation of Access and Utility Easements. Grantor shall have the right to relocate the Access and Utility Easements to a replacement location on the Property (“Relocation Access and Utility Easements”) subject to the following terms and conditions: (i) the Relocation Access and Utility Easements shall be in a reasonable location on the Property sufficient to provide at least equivalent access and utility service to the Site Easement for Grantee and its Customers as provided by the Access and Utility Easements being relocated, (ii) the Relocation Access and Utility Easements shall be at least as large as the Access and Utility Easements being relocated, (iii) at least equivalent improvements and Facilities shall be constructed on and made to the Relocation Access and Utility Easements as applied to the Access And Utility Easements being relocated (with ownership vested in the equivalent parties), which work shall be completed under the direction of Grantee and at the sole cost of Grantor, (iv) the Relocation Access and Utility Easements shall be fully provided for use of Grantee and its Customers prior to the closing of any Access and Utility Easements being relocated so that there is no interruption to the operations of Grantee and its Customers, (v) upon commencement of the use of the Relocation Access and Utility Easements by Grantee and its Customers, all improvements that were not relocated shall be removed from the Access and Utility Easements being relocated at the sole cost of Grantor, and (vi) Grantee and its Customers shall not be materially adversely impacted as a result of any relocation; further, to the extent that any Current Agreements remain in effect at the time of such relocation, the following terms and conditions shall also apply: (vii) all lessee(s) and sublessee(s) under the Current Agreements shall consent to such relocation and corresponding amendment to their respective access and utility easements provided by the Current Agreements, (viii) all revised access and utility easements under the Current Agreements shall be located entirely within the Relocation Access and Utility Easements and shall be subject to Grantee’s rights hereunder, (ix) all lessee(s) and sublessee(s) under the Current Agreements shall fully waive their rights to their respective prior access and utility easements upon such relocation, and (x) the Current Agreements shall not be revised in any way except for the relocation of the access and utility easements thereunder. Such foregoing relocation rights may be exercised by Grantor solely with respect to the above-ground Access Easements without requirement to relocate any below-ground improvements. Upon completion of any relocation pursuant to this Section, the Relocation Access and Utility Easements shall become the Access and Utility Easements under this Agreement.

11. Site Easement Within Building. Grantor and Grantee acknowledge that a portion of the Easement is located within the building existing on the Property on the Effective Date (“Building”). Grantor shall retain ownership of the building, subject to Grantee’s rights herein. Grantee shall exercise good faith efforts to request current and future Customers to locate their Facilities within the portions of the Easement located outside of the Building, provided doing so shall not result in any reduction in rent to Grantee from any Customer or otherwise adversely affect Grantee. To the extent that Grantee is successful in having its Customers locate all Facilities outside of the Building, Grantee may, in its sole discretion, waive its rights to those portions of the Site Easement and/or the Access and Utility Easements located within the Building, and any such waiver shall not affect Grantee’s rights to the portions of the Easement located outside of the Building. Further, Grantee shall exercise good faith efforts to request current and future Customers to relocate all of their Facilities located within the “Equipment Room” into the “Battery Room” as shown in Exhibit “B”, provided doing so shall not result in any reduction in rent to Grantee from any Customer or otherwise adversely affect Grantee. To the extent that Grantee is successful in having its Customers locate all Facilities within the Building to entirely within the “Battery Room” and/or the “Generator Room”, the Site Easement shall be automatically revised to (i) include the entirety of the “Battery Room”, “Generator Room”, and the space between such two rooms, and (ii) no longer include any portion of the “Equipment Room”.

12. Environmental Covenants and Indemnity. Neither Grantor nor Grantee will introduce or use any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (“Hazardous Materials”) on, under or about the Property or the Easement in violation of any applicable law or regulation. Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims, enforcement actions and expenses, including reasonable attorneys’ fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Easement and caused by the indemnifying Party. The foregoing indemnity shall survive any termination of this Agreement.

13. General Indemnity. Grantor shall indemnify, defend, and save Grantee harmless from and against all liabilities, obligations, costs, expenses, claims, actions, and damages related to the Current Agreements, Property and/or the Facilities to the extent the same reasonably relate to any period prior to the Effective Date. Grantor and Grantee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims and expenses, including reasonable attorneys’ fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying Party set forth herein, or (ii) the use and/or occupancy of the Property or the Easement by the indemnifying Party, except to the extent arising from the negligence or intentional misconduct of the indemnified Party. The foregoing indemnity shall survive any termination of this Agreement.

14. Transfer of the Property; Assignment. The provisions and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors and assigns. Should Grantor sell or otherwise convey all or any part of the Property, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Grantee's rights hereunder. Notwithstanding the foregoing, this Agreement and the Easement are for the benefit of Grantee and its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Grantee and its successors and assigns.

15. Estoppel Certificate. Each Party shall, within ten (10) days after request by the other Party, execute and deliver to the requesting Party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding Party’s knowledge, either Party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Property.

16. Condemnation. In the event of any condemnation of the Easement in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easement is located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee as set forth on the signature pages. Either Party may change its notice address by providing notice as set forth herein.

18. Miscellaneous.

- (a) This Agreement, including all exhibits attached hereto and the Letter Agreement, constitutes the entire agreement and understanding of both Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and

any other written or verbal agreements, and any amendments to this Agreement must be in writing and executed by both Parties;

- (b) this Agreement is governed by the laws of the state in which the Property is located;
- (c) in the event that either Party fails to pay when due any taxes, loans, judgments or payments attributable to or encumbering the Property, Easement or this Agreement, the other Party shall have the right, but not the obligation, to pay such sums on behalf of the non-paying Party, and the non-paying Party shall thereafter reimburse the paying Party for the full amount of such sums paid within five (5) business days of the non-paying Party's receipt of an invoice from the paying Party, or at the paying Party's option the paying Party may offset such amount, plus reasonable interest thereon, against any sums due from the paying Party to the non-paying Party;
- (d) in the event Grantee encumbers, pledges or otherwise assigns the Easement and/or Grantee's rights under this Agreement as collateral to secure any debt or other obligation of Grantee, (i) Grantor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Grantor consent, and (iii) such Grantor consent may not be amended without the consent of the holder and its administrative agents;
- (e) if any provision of this Agreement is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the Parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect;
- (f) the Parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use forms, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein;
- (g) the section headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement;
- (h) this Agreement has been negotiated at arm's-length, and in the event of any ambiguity in any of the terms and provisions, this Agreement shall be interpreted in accordance with the intent of the Parties and shall not be interpreted against or in favor of either Grantor or Grantee;
- (i) each Party acknowledges that neither Party has provided any legal or tax advice to the other regarding the transaction contemplated in this Agreement or in connection with the execution of this Agreement or any ancillary documents, and each Party has had the full opportunity to avail itself of legal and financial representation;

- (j) in the event of a dispute between the Parties to this Agreement or the Letter Agreement, the Parties agree to submit the dispute to a mutually agreed upon arbitrator. In the event the Parties cannot agree upon an arbitrator, they will each provide one arbitrator and the two arbitrators will agree upon a third arbitrator, all of whom will arbitrate the dispute and render a decision. The Parties will share equally in all costs of the arbitration and agree that the arbitrator(s)' decision shall be final and binding and judgment may be entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the award of the arbitrator(s), or fails to comply with the award of the arbitrator(s), the other Party is entitled to costs of suit including reasonable attorney fees for having to compel arbitration or defend or enforce the award;
- (k) any Party, at its own expense, may record this Agreement upon the full execution hereof; and
- (l) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signatures to immediately follow.]

Exhibit "A"

Property

In the County of Weber, Utah

Legal Description:

A portion of that certain tract of land lying in the Southwest Quarter of Section 7, Township 5 North, Range 2 West, Salt Lake Base & Meridian, as now or formerly owned by MCI Telecommunications Corporation and as recorded in Book 1447, Page 2085, in the office of the Weber County Recorder on June 8, 1984, described as follows:

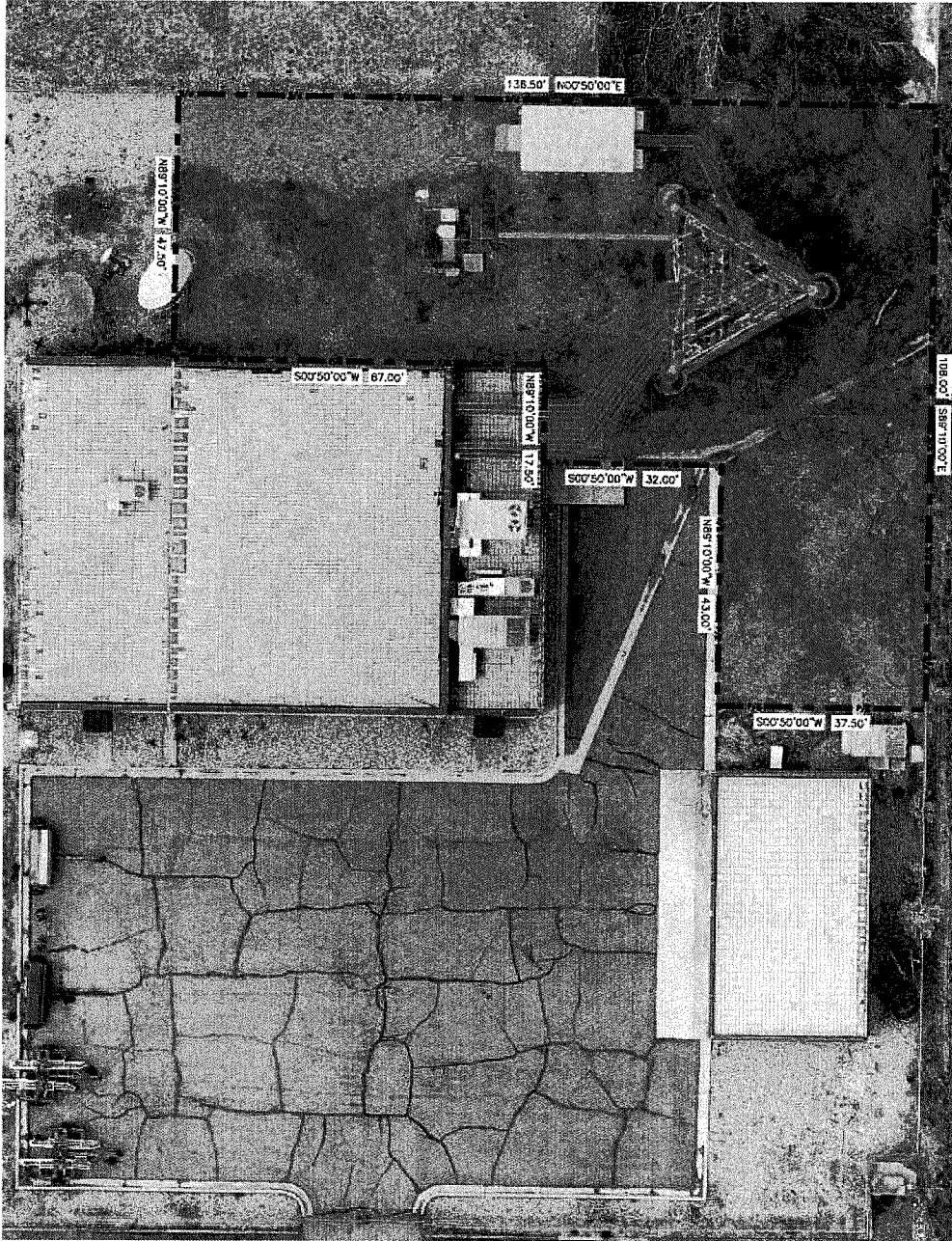
A ten acre parcel of land situated in the Northeast corner of that tract as described in said Book 1447, Page 2085, Weber County Recorder's Office; beginning at a point which is 15.50 chains North and 19.04 chains East and 704.77 feet North and South $89^{\circ}07'51''$ East 712.50 feet from the Southwest corner of Section 7, Township 5 North, Range 2 West, Salt Lake Base & meridian; said point of beginning also being North $0^{\circ}27'27''$ East 1706.11 feet and North $89^{\circ}07'51''$ West 719.06 feet from the South one quarter corner of Section 7; thence running South $89^{\circ}07'51''$ East 660.00 feet to a point in the west right of way fence of 5500 West Street; thence North $0^{\circ}52'09''$ East along said right of way fence, 660.00 feet to an existing fence corner; thence North $89^{\circ}07'51''$ West along an existing fence line, 660.00 feet; thence South $0^{\circ}52'09''$ West 660.00 feet to the point of beginning.

Parcel/Tax Number: 08-046-0050

Exhibit "B"

Easement

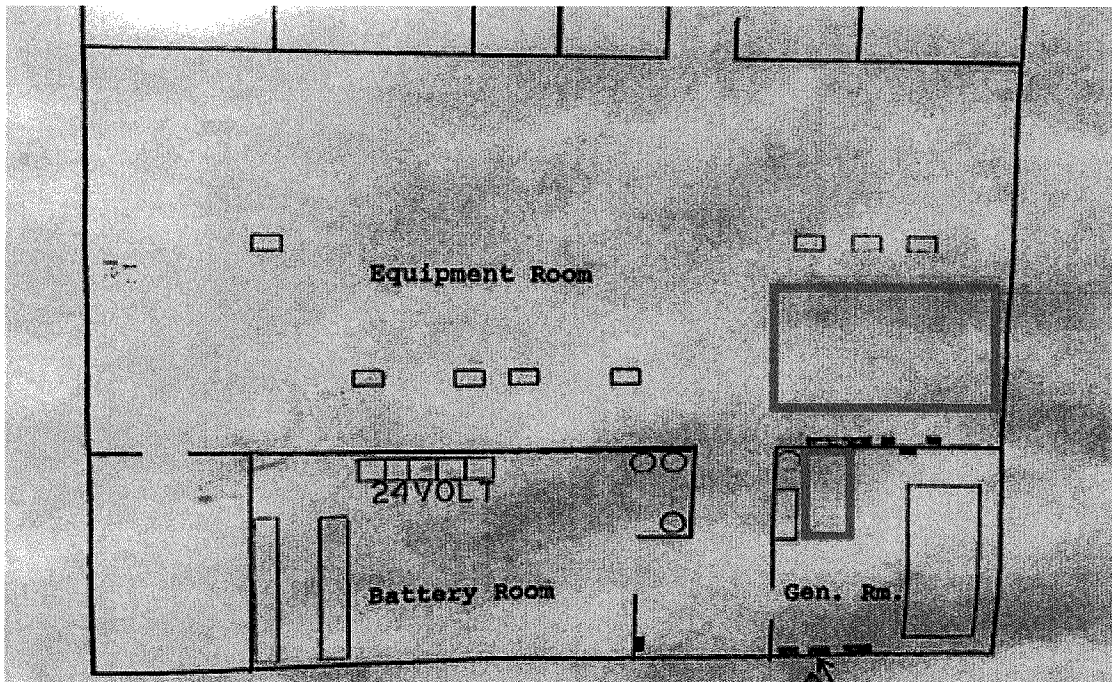
Site Easement: those areas outside and inside of the building located on the Property depicted below, plus any other portions of the Property used on the Effective Date for communications equipment, guy wires, anchors, and the like. Either Party may replace the site plan below with a survey of the Site Easement with the consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.



A part of the Southwest Quarter of Section 7, Township 5 North, Range 1 East, Salt Base and Meridian, described as follows:

Beginning at the northwest corner of an existing building, said point being S.00°14'28"W. 544.57 feet and N.89°45'32"W. 270.89 feet from the monument located at the center of said Section 7, (basis of bearing being S.89°18'15"E. 2697.44 feet from the monument located at the center of said Section 7 to the monument located at the East Quarter Corner of said Section 7); thence S.00°50'00"W. 67.00 feet along the west line of said building; thence N.89°10'00"W. 47.50 feet; thence N. 00°50'00"E. 136.50 feet; thence S.89°10'00"E. 108.00 feet; thence S.00°50'00"W. 37.50 feet; thence N.89°10'00"W. 43.00 feet; thence S.00°50'00"W. 32.00 feet to the north line of said building; thence N.89°10'00"W. 17.50 feet along said north line to the point of beginning.

The above described parcel contains 9,312 square feet in area, more or less.



Access and Utility Easements: those areas utilized on the Effective Date for such purposes and any additional areas reasonably needed to service the Site Easement.

Exhibit "C"

Current Agreements

1. That certain Utah Option and Lease Agreement initially entered into by and between Studio City, L.L.C. as lessor and New Cingular Wireless, PCS, LLC as lessee, dated June 30, 2005, including any amendments thereto.
2. That certain Tower Lease with Option initially entered into by and between Studio City, LLC as lessor and Western PCS II Corporation as lessee, dated September 27, 1996, including any amendments thereto.
3. That certain PCS Site Agreement initially entered into by and between Studio City, L.L.C. as lessor and Sprint Spectrum L.P. as lessee, dated May 10, 1996, including any amendments thereto.
4. That certain Lease Agreement initially entered into by and between Studio City, LLC as lessor and DIGIS as lessee, last executed March 20, 2013, including any amendments thereto.
5. Any other leases, licenses or agreements respecting the Easement to which Grantor is a party.

LANDOWNER AGREEMENT

This Agreement is entered into, effective the 8 day of DECEMBER, 2022, between Blake Bingham ("TENNANT" and Hooper City ("LANDOWNER" or "CITY"). The signatories to this Agreement will hereafter be referred to jointly as the "Parties."

WHEREAS, the Landowner recently purchased real property located at 4455 South 5500 West in Hooper, Utah, Parcel No. 08-046-0050 (hereinafter the "Property"); and

WHEREAS, Blake Bingham has a prior arrangement with the previous landowner to use and maintain (farm) a portion of the Property; and

WHEREAS, the Landowner does not have current plans to utilize the entire Property at this time and the non-used portion of the property will need to be maintained;

NOW THEREFORE, the Parties agree as follows:

1. **Property Agreement Description.** The Landowner agrees to allow Tennant to continue to use the portions of the property not currently used or planned to be used (see exhibit A, Map) by the City, for agricultural purposes only. Tenant is responsible and liable for all portions of the property being used (i.e., ditches, ditch banks, frontages, fences, gates, irrigation apparatuses, irrigation run off, etc.) including weed control, mowing, any repairs to said items to maintain the property. Any improvements, repairs or changes that exceed "maintenance" must be pre-approved by the city and any financial participation expected from the city to improve or repair any such items must be pre-approved by the City. Any improvements made to the real property by the tenant and or the City become part of the property and are an asset of the City, not to be removed upon termination or vacation of the said Property. This agreement does not allow additional tenants or sub tenants on the property. Tennant agrees that regardless of the duration of this agreement, no easement, access or right shall be established as a result of use of the property or this agreement.

2. **Terms.** Tennant benefits by use and revenues generated on the portions of the land the City is not using. The City benefits by having those proved portions of the Property utilized and maintained by the Tenant in a reasonable manner at the Tenant's expense. The City is not privy to nor entitled to any revenue nor commodities generated by Tenant's farming operation on the Property. Tennant agrees to maintain liability insurance which includes this property indicating Hooper City as second insured and provide a hold harmless agreement to the City.


3. **Changes.** The City reverse the right to utilize and occupy any or all portion(s) of the Property in the future. The City will notify Tennant of future proposed projects and/or changes to the property or this agreement, in advance. The City will make all reasonable efforts to work with Tennant to allow harvest of crops or reasonable time (minimum of 30 days) to vacate the property or portion of the property subject to these changes.

4. **Termination.** In the event that either party wishes to terminate this Agreement, they will need to notify the other party in writing at least 30 days prior to doing so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date opposite its authorized signature below.


LANDOWNER

HOOPER CITY

By: 
Its: Mayor

Date: 1-12-2023

TENNANT



By: Blake Bingham

Date: 12-8-2022

ORDINANCE NO. 2024-_____
**AN ORDINANCE AMENDING AND CLARIFYING TITLE X, ZONING AND
SUBDIVISION ORDINANCE**

WHEREAS, experience has shown that several changes are needed to the process of authorizing accessory dwellings and amending the zoning and general plan land map requirements of the code; and

WHEREAS, the definition of accessory dwellings should be further enumerated to resolve questions relating to the provisions; and

WHEREAS, a more defined method of amending the zoning and land map requirements of the general plan would make it more understandable for the City and for land owners within the City;

NOW, THEREFORE, the City Council duly assembled adopts the following amendments to the enumerated provisions of Title X of the Hooper City Code:

1. 10-1A-1 Definitions – Zoning and Subdivision Amendments

The following amendment is made to the definition of DWELLING, SECONDARY ATTACHED: A dwelling unit for one (1) family that shares a common wall or walls with the principal dwelling, has a separate outside entrance from the principal dwelling. The secondary unit may have separately metered (utilities). ~~The property owner must occupy one of the units as their primary residence.~~ For the duration of time that either the primary residence or the attached accessory dwelling unit is being rented, the dwelling not being rented must be occupied by the owner of the property. Proof of occupancy must be provided to the city annually. The city may also require proof of occupancy at any point in time. Any exception to the owner occupancy requirement must be approved by the Planning Commission. In the event of a violation of this requirement, a fine may be issued and/or the property owner charged with a misdemeanor. All applicants applying for an ADU permit shall sign an agreement acknowledging and agreeing to this ordinance. If at some point in time the property is sold, the new owner will be required to sign an agreement with the city acknowledging and agreeing to this ordinance.

The following amendment is made to the definition of DWELLING, SECONDARY DETACHED: A dwelling unit for one (1) family that shares a lot or parcel with the ~~principle~~ principal dwelling, is a minimum of 400 square feet and a maximum of 960 square feet of living area, exclusive garage, covered porch, or patio. The secondary unit may have separately metered (utilities), must contain a kitchen and bathroom facilities. The secondary unit must meet the minimum setback from property lines as identified for a dwelling. A single family detached ADU must not have any part of the unit extend beyond the furthest rear corner of the primary residential structure. For the duration of time that either the primary residence or the detached accessory dwelling unit is being rented, the dwelling not being rented must be occupied by the owner of the property. Proof of occupancy must be provided to the city annually. The city may also require

proof of occupancy at any point in time. Any exception to the owner occupancy requirement must be approved by the Planning Commission. In the event of a violation of this requirement, a fine may be issued and/or the property owner charged with a misdemeanor. All applicants applying for an ADU permit shall sign an agreement acknowledging and agreeing to this ordinance. If at some point in time the property is sold, the new owner will be required to sign an agreement with the city acknowledging and agreeing to this ordinance.

2. 10-5-4 Zoning Ordinance Amendments

A. Process:

- ~~1. Zoning Ordinance Amendment Initiated by City Council. The City Council may propose to amend this Title following the notice and public hearing procedures in HCC 10-5A.~~
- ~~2. Zoning Ordinance Amendment Initiated by Property Owner. An application and fees, as set forth in HCC 10-5A, shall be submitted to the City on forms provided by the City.~~
- ~~3. The City Council shall apply the standards listed in paragraph B and the required findings listed in paragraph C to review the zoning ordinance amendment.~~
- ~~4. If the City Council approves a zoning ordinance map amendment pursuant to a request from a property owner, the City Council shall not subsequently reverse its action or otherwise change the zoning classification for a period of at least three years.~~

A. Process for Changing Zoning and/or The Future Land Use Map portion of the General Plan:

1. All proposed changes in zoning initiated by the City Council, Planning Commission or property owner shall follow the notice and public hearing procedures in HCC 10-5A and Utah Code 10-9a Part 2 notice.
2. Proposals for changing property zoning may be initiated by the Property Owner by submitting an application and fees, as set forth in HCC 10-5A, to the City office on forms provided by the City.
3. All proposed changes in zoning shall first come before the Planning Commission for consideration and a recommendation of approval or denial to the City Council.
 - a) If the proposed change in Zoning differs from the Future Land Use Map, the planning Commission shall make a recommendation to the City Council as to whether or not the

future Land Use Map portion of the General Plan shall be opened for the proposed amendment. The Planning Commission recommendation will be submitted to be considered by the City Council following public notice hearing requirements.

- i. If accepted, the City Council will open, modify, and close the Future Land Use Map portion of the General Plan in one meeting.
- ii. If the petition is denied by the City Council, the landowner may again apply for the same change no sooner than twelve months from their original Planning Commission meeting.

4. The City Council shall apply the standards listed in paragraph B and the required findings listed in paragraph C to review the zoning and/or land use map amendment.
5. For the general health, safety, welfare of the public, or to comply with State Law, the City Council reserves the right to open and make changes to the General Plan and/or Future Land Use Map portion of the General Plan at any time, following the same procedural process as outlined above in HCC 10-5-4 (A)(1) and HCC 10-5-4 (A)(3).

B. *Standards:* For zoning ordinance map amendments, the subject property(ies) must meet the minimum dimensional standards of the proposed base zone, otherwise the property(ies) shall not be eligible for rezone.

C. *Required Findings:* Upon recommendation from the Commission, the City Council shall make a full investigation and shall, at the public ~~hearing~~ meeting, review the application. In order to grant a map or text amendment to the zoning ordinance, the City Council shall make the following findings:

1. The zoning ~~ordinance~~ amendment complies with the General Plan;
2. The zoning ~~ordinance~~ amendment complies with the regulations outlined for the proposed base zone, specifically the purpose statement;
3. The zoning ~~ordinance~~ amendment shall not be materially detrimental to the public health, safety, and welfare; and
4. The zoning ~~ordinance~~ amendment shall not result in an adverse impact upon the delivery of services by any service provider providing public

services within the city including, but not limited to, school districts, fire districts, water or sewer districts, or utilities.

This Ordinance shall become effective upon publication as required by law, twenty (20) days after final passage.

PASSED this _____ day of _____, 2024.

Mayor

ATTEST:

City Recorder

Voting:

Council Member _____
Council Member _____
Council Member _____
Council Member _____
Council Member _____

ORDINANCE NO. 2024-_____

AN ORDINANCE CLARIFYING RULES RELATED TO THE SIX MEMBER COUNCIL FORM OF GOVERNMENT

WHEREAS, several years ago Hooper City changed their form of government from a council-mayor form to a six-member council form of government, and

WHEREAS, certain adjustments need to be made to ordinances relating to the vote of the City Council, and

NOW THEREFORE, the City Council of Hooper city hereby enacts the following ordinance amending the city statutory provisions relating to the operation of the City Council.

**TITLE I
Chapter 1
GENERAL PROVISIONS**

Chapters:

1. City Council Rules and Regulations

**CHAPTER 1
CITY COUNCIL RULES AND REGULATIONS**

Sections:

- 1-1-1: Members
- 1-1-2: Counsel Organizations and Duties
- 1-1-3: Powers and Duties of Mayor
- 1-1-4: Meetings
- 1-1-5: Rules of Ethical Conduct

SECTION 1-1-1: MEMBERS

The City Council shall consist of six voting members, including the Mayor, all of whom shall be citizen members. The members of the Council shall consist of one member who resides in, and is elected from voting district one, one member who resides in and is elected from voting district two, one member who resides in and is elected from voting district three, two members that shall be "Council Persons at Large," elected by all the voters of Hooper City and the Mayor, elected by all the voters, who shall be the chair person of the Council.

A. Term of Office

The offices of mayor and the two at large Council members shall be filled in the municipal elections held in 2011. The terms shall be for four years. These offices shall be filled every four years in municipal elections.

The offices of the 3 remaining Council members, representing the three City Districts, shall be filled in a municipal election held in 2013. The terms shall be for four years. These offices shall be filled every four years in municipal elections.

B. Vacancies

Vacant unexpired terms shall be filled by the City Council in the manner outlined in Utah Code 20A-1-510. The appointee shall serve until the January following the next general election. An election for a two-year term may be required as set out in State law.

SECTION 1-1-2: COUNCIL ORGANIZATION AND DUTIES

- A. The powers of municipal government in Hooper City are vested in a Council consisting of six members, one of which is the Mayor.
- B. The Council is the legislative body of the City and exercises the legislative powers and performs the legislative duties and functions of the City, and may:
 - 1. Adopt rules and regulations, not inconsistent with the statute, for the efficient administration, organization, operation, conduct, and business of the City;
 - 2. Prescribe by resolution additional duties, powers, and responsibilities for any elected or appointed municipal official unless prohibited by statute;
 - 3. Create any office that the Council considers necessary for the government of the City;
 - 4. Assign any or all Council members, including the mayor, to supervise one or more administrative departments at the City;
 - 5. Exercise any executive or administrative power and perform any executive or administrative duty or function that has not been given to the mayor; and
 - 6. Perform any other function specifically provided for by statute or necessarily implied by law.
- C. The mayor is a nonvoting member of the Council, except the Mayor may vote on each matter for which there is a tie vote of the other Council members present at a Council meeting, when the Council is voting on whether to appoint or dismiss a municipal manager, and on an ordinance that enlarges or restricts the mayor's powers, duties, functions.
- D. The Mayor is the chair of the Council, presides at all Council meetings, and exercises ceremonial functions for the City.

- E. The Mayor may not veto an ordinance, tax levy, or appropriation passed by the Council.
- F. The council shall elect a member of the council as Mayor Pro Tempore. In the event the Mayor is absent or unable, or refuses to act, the Mayor Pro Tempore is to preside at Council meetings and perform other duties in the absence of the Mayor as allowed by state statute. The council member acting as the Mayor Pro Tempore may still vote as a council member even though he/she is presiding at the meeting. However, he/she does not cast two votes in the event of a tie vote of the council. The term Mayor Pro Tempore shall be for one year and serve no more than two consecutive terms.

SECTION 1-1-3: POWERS AND DUTIES OF MAYOR

- A. The Mayor is the chief executive officer of the City to whom all employees of the City report, and shall:
 - 1. Keep the peace and enforce the laws of the City;
 - 2. Ensure that all applicable statutes and municipal ordinances and resolutions are faithfully executed and observed;
 - 3. Perform all duties prescribed by State statute or City ordinance or resolution;
 - 4. Report to the Council the condition and needs of the City.
- B. The Mayor may:
 - 1. Recommend for Council consideration any measure that the Mayor considers to be in the best interests of the City;
 - 2. If necessary, call on residents of the City over the age of 21 years to assist in enforcing the laws of the state and ordinances of the City;
 - 3. Release a person imprisoned for a violation of a City ordinance.
- C. The Mayor, with the Council's advice and consent, may:
 - 1. Assign or appoint a member of the Council to administer one or more departments of the City;
 - 2. Appoint a person to fill a municipal office or a vacancy on a commission or committee of the City; and
 - 3. At any reasonable time, examine and inspect the official books, papers, records, or documents of the City or of any officer, employee, or agency of the City.

SECTION 1-1-4: MEETINGS

- A. Quorum: Three (3) members of the Council shall constitute a quorum for the transaction of business and the taking of official action
- B. Time of Meeting: Meetings will be scheduled at least twice monthly. Meetings will be held on the first and third Thursday of the month. A work meeting may be held on each fifth Thursday. Work meetings will be less formal and final decisions will not be made at work meetings unless proper notice is given. Meetings may be canceled if there is no business to be conducted or if the meeting conflicts with a National, State, or Local holiday. The date of a regular meeting may be changed by the majority of the total membership (three votes required) of the City Council provided at least one week notice is given each member of the new date of the regular meeting. Additional meetings may be called as necessary.
- C. Meetings, Agenda, and Notice. The agenda for the City Council Meeting will be posted at the City Office Building and provided to appropriate media representatives at least 24 hours prior to the convening of any meeting. In addition to posting weekly notices, the City shall give public notice at least once each year of its annual meeting schedule. This notice shall specify the date, time and place of the regularly scheduled Council Meetings. The agenda for Council Meetings will be set by the Mayor. At the discretion of the Council, time may be allowed at the beginning of each meeting for a prayer or other devotional. No more than one minute shall be allocated for this purpose and anyone requesting an opportunity to provide the prayer or devotional shall be afforded that opportunity in the order which requests are received. No individual may request prayer or devotional time more than one time each year. Disruptive presentations will not be allowed. The Council Agenda will also include the approval of the minutes from the prior meeting, approval of business licenses, new business, old business, and citizen's comments. Other items may be added at the discretion of the Mayor or a Council Member.
- D. Meetings Open to the Public. As provided in Utah Code, Title 52 Chapter 4, all meetings are to be open to the public with limited exceptions. These exceptions are:
1. The discussion of the character, professional competence or physical or mental health of an individual
 2. Strategy sessions to discuss collective bargaining;
 3. Strategy sessions to discuss pending or reasonably imminent litigation;
 4. Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms;
 5. Strategy sessions to discuss the sale of real property;
 6. Discussion regarding deployment of security devices, personnel or systems;

and

7. Investigative proceedings regarding criminal conduct

Before a meeting may be closed for one of these valid reasons, the City Council must be called together in an open meeting. At least two-thirds of the members of the Council present must vote to close the meeting before it can be closed. No closed meeting is allowed except for the reasons mentioned above. The reasons for holding the closed meeting and the vote either for or against the proposition to hold the meeting are to be entered into the minutes of the public portion of the meeting.

Detailed written minutes are to be kept of closed meetings, except as outlined in Utah Code Section 52-4-7.5. These closed meetings minutes must include the date, time, and place of the meetings, the names of the members present and absent and the names of other persons present except where disclosure would infringe on the confidence necessary to fulfill the purpose of closing the meeting. These minutes are public records and are available to the public within a reasonable time after the meeting and after the reason for the closed meeting no longer need be held from the public.

E. Public Hearing. The Council will hold public hearings as required by law or as determined by the Council. The Council may set the maximum time period for any public hearing and may set maximum time periods for individual speakers at a public hearing. Equal time will be allocated for speakers for and against any issue presented at a public hearing.

F. Executive/Work Sessions. Open executive sessions or work sessions may be called by the Mayor to discuss such items as personnel, agenda for public meetings, and other planning problems. No official action shall be taken during any of these sessions. Public comment may or may not be taken at these sessions.

G. Meeting Agenda. The order of business shall be:

1. Approval of the minutes of previous meeting.
2. Approval of business licenses.
3. Verbal petitions and presentation of the Mayor.
4. Unfinished Business from previous meetings.
5. New Business Licenses Presentations and approvals.
6. Citizens Comments.
7. Adjournment.

The City Council, by majority vote, may change the order of business or consider items out of order for the convenience of the applicants or other interested parties.

The Mayor shall review items proposed for the agenda to determine whether all requirements necessary for City Council consideration have been complied with. The City Council shall establish reasonable deadlines for submission of applications and other items for City Council consideration prior to a City Council meeting to allow sufficient time for staff and member review. No agenda shall have more than ten (10) items in any combination unless the majority of Council members deem it necessary to exceed ten.

H. Notice Requirements. Action cannot be taken on items of business unless that item has been properly placed on an agenda and appropriate public notice given as required by applicable law or ordinance.

1. Notice of meetings shall be given at least once each year of the City's annual meetings schedule. The public notice shall specify the date, time, and place of such meetings.
2. In addition to the notice requirements of Subsection (1) of this section, the City shall give not less than 24 hours public notice of agenda, date, time and place of each of its meetings.
3. Public notice shall be satisfied by posting written notice at the principal office of the City, and providing notice to at least one newspaper of general circulation within the City, or to a local media correspondent.

I. Minutes. Written minutes will be kept, recorded, and preserved according to statute. Minutes will be kept and recorded by a designated City employee or official. The minutes include the date, time, and place of the meetings; the names of the members present and absent; the substance of all matters proposed, discussed, or decided, and a record, of votes taken; the names of all citizens who appeared and the substance in brief of their testimony; and any other information that any member requests be entered in the minutes. Minutes will be reviewed by the City Council at their next meetings. The minutes will be corrected or amended if necessary, and approved.

J. Voting Procedures and Quorum Requirements. Members of the City Council not officiating at the meeting may make a motion to take an action pertaining to an agenda item. The Mayor or in his/her absence the Mayor pro tempore will call for a vote on the motions. In the event of a tie vote of the members of the Council, the Mayor or in his/her absence the Mayor pro tempore will cast the tie breaking vote. When voting on issues involving resolutions, ordinances, City finance or any action which creates a liability for the City votes will be taken by roll call and recorded. Members may excuse themselves from voting on an issue for conflict of interest. To pass resolutions, ordinances, City finance or any other matter, the Council must have 3 favorable votes.

K. Rule of Procedure: Hooper City Council meetings shall follow parliamentary procedure recognizing however many rules do not necessarily apply to the City's forum and when the group is small and/or in close agreement it needs less strict adherence to procedural rules than when the group has diverse

opinions.

- L. Non-performance or Misconduct-Removal from Office. Members of the City Council may be removed from office as provided by state law.

SECTION 1-1-5: RULES OF ETHICAL CONDUCT

- A. Preamble: Ethical practice has special relevance to all people who engage in carrying out public responsibilities. City Council members must adhere to ethical principles. Emphasis should be placed not on the letter of prohibition but on the spirit of observance of ethical standards.
- B. Conflict of Interest: A City Council member(s) to whom private benefits may come as the result of a City Council action should not be a participant in the action, if:
 - 1. The private benefit may be direct or indirect. The private benefit may create a material, personal gain or provide a distinct advantage to relations or friends or to groups and associations which hold some share of a person's loyalty. Mere membership itself in a group or organization shall not be considered a conflict of interest as to City Council action concerning such groups or associations unless a reasonable person would conclude that such membership in itself would prevent an objective consideration of the matter.
 - 2. City Council member(s) experiencing in his/her opinion a conflict of interest should declare his/her interests publicly. The City Council member(s) should abstain from voting on the action. He/she may only comment on action as part of the public comment process. He/she should not discuss the matter privately with any other City Council member. The vote of any City Council member with a conflict of interest who fails to disqualify himself/herself shall be disallowed.
 - 4. A conflict of interest may exist under these rules even though a City Council member may not believe he/she has an actual conflict. A City Council member who has any questions as to whether a conflict of interest exists for themselves or another council member under these rules should raise the matter with the other City Council members in a public meeting or with the City attorney in order to determine if a conflict of interest exists.
 - 5. No City Council member should engage in any transaction in which he/she has a direct or indirect financial interest with Hooper City unless the transaction is disclosed publicly and the transaction is determined to be lawful.
- C. Gifts and Flowers: Gifts, flowers, or advantages must not be accepted if they are offered because the receiver holds a position of public responsibility. Nothing should be accepted that would be seen as influencing any action that a City Council member may take on issues before the Council. The value of a gift or advantage and the relation of the giver to the public business should be considered in the determination of accepting or rejecting the gift or favor. Small gifts such as business lunches,

calendars, or office bric-a-brac are often, but not always, acceptable. In the case of any doubt, the favor or gift should be refused.

- D. Treatment of Information: Information on public affairs that is obtained in the course of performing Council duties must be treated in confidence. Private affairs become public affairs when an official action is implemented on such an item. Only at this time is a disclosure of relevant information proper. Prearranged private meetings between a City Council member and applicants, their agents, or other interested parties are prohibited. Relevant information on any application received by a City Council member should be made part of the public record.

- E. Political Activity: Membership in a political party and contributions to its finances or activities are not required nor prohibited for any City Council member. These are matters of individual decision. The extent of participation in political activities should be governed by professional judgment as well as regulated by any applicable law, ordinance or regulation. The powers, duties, or responsibilities of any City Council member should not be exercised or performed in any way that will create special advantages for a political party. The position of the City Council member should not be used to obtain contributions, support, or partisan favors for a political party or individual. Partisan debate of the City's agenda, process, or plan is proper. Council members should give political parties equal access to information.

- F. Ethics: The Council shall abide by the provisions of the Utah Municipal Officers' and Employees' Ethics Act, Utah Code Title 10, Chapter 3, Part 13.

This Ordinance shall become effective upon publication as required by law, twenty (20) days after final passage.

PASSED this _____ day of _____, 2024.

Mayor

Voting:

ATTEST:

City Recorder

Council Member _____
 Council Member _____
 Council Member _____
 Council Member _____
 Council Member _____

ORDINANCE NO. _____
AN ORDINANCE GRANTING QUEST CORPORATION
DBA CENTURYLINK QC, A COLORADO CORPORATION, A
TELECOMMUNICATION FRANCHISE

WHEREAS, Quest Corporation, DBA CenturyLink QC, a Colorado corporation (hereafter referred to as “FRANCHISEE”) desires to provide telecommunications services (hereinafter “System”) within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and,

WHEREAS, the CITY has enacted Title 5, Chapter 5 of the City Code (hereinafter “Excavation Ordinance”) which governs the use of City right-of-ways; and,

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, Hooper City adopts the following Franchise Authorization Ordinance relating to Quest Corporation, FRANCHISEE:

1. 12-5-1 Grant Of Franchise

The City grants to FRANCHISEE 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 City limits (collectively, Streets) a distribution system for furnishing a telecommunication network to the City and its inhabitants. FRANCHISEE shall have the right to erect, construct, equip and maintain along and under the Streets a telecommunications network and related equipment (Facilities) as are reasonably necessary for supplying telecommunication service in accordance with this Franchise.

2. 12-5-2 Consideration

In consideration of this Franchise, FRANCHISEE shall pay to City the sum outlined in the Franchise Agreement between City and FRANCHISEE.

3. 12-5-3 Term

The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following the effective date of this Ordinance. At the end of the initial ten (10) years, the franchise granted herein may be renewed by the FRANCHISEE upon the same terms and conditions as contained herein and in the Franchise Agreement (plus any amendments to the Excavation Ordinance, any Franchise Ordinance, the Franchise Agreement, or any other applicable law) for an additional five (5) year term, by providing to the CITY written notice of the FRANCHISEE’s intent to renew not less than ninety (90) calendar days before the expiration of the then existing franchise term.

4. 12-5-4 Acceptance

Within sixty (60) days after the passage of this ordinance, FRANCHISEE shall file with the City an unconditional written acceptance of the Franchise declaring its acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise. A signed franchise agreement will meet the requirements of this provision.

5. 12-5-5 Construction And Maintenance Of Facilities

All facilities shall be constructed and laid so as to interfere as little as possible with traffic over and public use of the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. All Facilities shall be constructed in accordance with established construction practices, City ordinances and in a manner which protects the Facilities from all traffic loads. All facilities that are installed during the term of the Franchise shall be sited to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the City limits. FRANCHISEE shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, other facilities, landscaping, or other improvements, public or private, that it damages in the franchise operations.

6. 12-5-6 Compliance With Ordinance; Conflicts

FRANCHISEE shall comply with all City ordinances, regulations and requirements and shall pay all applicable excavation fees and charges that are or may be prescribed by the City with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances, regulations, requirements or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule or regulation, or the tariffs approved by regulatory bodies having jurisdiction over FRANCHISEE, including this Franchise and any lawful revisions made and accepted by FRANCHISEE during the term of the Franchise. The City shall have the right to inspect the construction, operation and maintenance of the FRANCHISEE Facilities to ensure the proper compliance with applicable City ordinances, regulations and requirements. In the event FRANCHISEE should fail to comply with the terms of any City ordinance, regulation or requirement, the City shall give FRANCHISEE written notice of such noncompliance and the time for correction provided by ordinance or a reasonable time for correction if there is no applicable ordinance. After written notice and failure of FRANCHISEE to make correction, the City may, at its sole risk, make such correction itself and charge the cost to FRANCHISEE including any minimum cost provided by ordinance. Nothing in this Franchise limits FRANCHISEE right to oppose any ordinance, either existing, proposed, or adopted from and after the effective date of this Franchise.

7. 12-5-7 Information Exchange

Upon request by either the City or FRANCHISEE, but not less often than once each calendar year, FRANCHISEE and the City shall meet for the purpose of exchanging

information and documents regarding construction and other similar work within the City limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the City may lawfully do so.

8. 12-5-8 Relocation

Upon written notice to FRANCHISEE, the City may require the relocation and removal or reinstallation (collectively, Relocation) of any of FRANCHISEE Facilities located in, on, along, over, across, through, or under any of the Streets. After receipt of such written notice, FRANCHISEE shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the City's requirements. The Relocation of Facilities by FRANCHISEE shall be at no cost to the City if:

1. Such request is for the protection of the public health, safety and welfare (which includes, without limitation, the placement, widening or realignment of streets; the placement or realignment of curb, gutter, sidewalks; or the placement, relocation, etc. of traffic signals, street lighting or storm drainage facilities);
2. The Facilities have been installed pursuant to this or any other Franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, or private entity; and
3. The City provides a new location for the Facilities.

Otherwise, a Relocation required by the City pursuant to such written notice shall be at the City's expense.

Following Relocation of any Facilities, FRANCHISEE may maintain and operate such Facilities in the new location within City limits without additional payment. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate FRANCHISEE up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives such federal or state funds.

9. 12-5-9 Terms Of Service

FRANCHISEE shall furnish telecommunication 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 FRANCHISEE, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. FRANCHISEE may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a service agreement as a condition to receiving service, and shall have the right to contract with its customers regarding the installation and operation of its facilities. To secure safe and reliable service to the customers, and in the public interest, FRANCHISEE shall have the

right to prescribe the Facilities to be used and shall have the right to refuse service to any customer who refuses to comply with FRANCHISEE rules and regulations.

10. 12-5-10 Indemnification

The City shall not be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur as a result of FRANCHISEE’s construction, maintenance or operation of the Facilities or FRANCHISEE’s other activities within City limits pursuant to the Franchise. FRANCHISEE shall indemnify, defend and hold the City, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions and proceedings arising from the grant of the Franchise and from the exercise by FRANCHISEE of its related rights, including its operations within City limits, and FRANCHISEE shall pay the reasonable cost of defense plus the City's reasonable attorneys' fees. Notwithstanding any provision to the contrary, FRANCHISEE shall not be obligated to indemnify, defend or hold the City harmless to the extent that any underlying claim, demand, lien, liability, damage, action and proceeding arises out of or in connection with any negligent act or omission of the City or any of its agents, officers or employees.

11. 12-5-11 Assignment

This Agreement may not be assigned by FRANCHISEE except to a wholly owned subsidiary of FRANCHISEE without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

12. 12-5-12 Severability

If any portion of this franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

13. 12-5-13 Effective Date

This ordinance shall become effective upon the date of acceptance by Quest Corporation, FRANCHISEE, as established above.

This Ordinance shall become effective upon publication as required by law, twenty (20) days after final passage.

PASSED this _____ day of _____, 2024.

Mayor

ATTEST:

City Recorder

Voting:

Council Member _____
Council Member _____
Council Member _____
Council Member _____
Council Member _____