



HOLLADAY CITY COUNCIL SUMMARY REPORT

MEETING DATE: July 20th, 2017

TITLE: Submittal requirements and review authority for residential and commercial site plans. Title 13.08, 13.56, 13.62 & 13.101.010

SUBMITTED BY: City, Staff

SUMMARY:

This is a housekeeping change related to Temporary Regulation No.2017-05. This change is meant to clarify required submittal documents and approval procedures for site plans for the zoning portion of a building permit. The proposed text also requires a “zone worksheet” to be submitted along with an application and allows building permits to be reviewed by the Technical Review Committee (TRC) for approval of the zoning portion of the permit, regardless of the type of structure being proposed. As the ordinance grows more complex, this additional review should ensure accuracy in future approvals. (Title 13.08.100 & 13.101.010)

Staff has noticed that clarifications are also needed when reviewing commercial site plans. Previously, when new developments in both Commercial zones (C-1, C-2) are proposed, the three-step review process was only required based upon the development’s lot size; over 21,000 square feet (half-acre) in the C-1 zone and over one acre in the C-2 zone. Staff’s opinion is that all commercial development requires this critical review process, regardless of the development’s lot size. (Title 13.56.020 & 13.62.020)

Related to the above changes, minor changes are needed to the Review Appeals table at the end of the ordinance are also warranted for continuity. (13.101.100)

On March 7th, 2017, the Planning Commission held a public hearing on the proposed changes and recommended approval the proposed text.

RECOMMENDATION:

Staff recommends holding the required public hearing and moderate a discussion of any concerns the Council may have.

CONTACT PERSON: Jonathan Teerlink, Paul Allred

EXHIBITS:

- Draft Text & Planning Commission action minutes

1
2 **13.08.010: THREE STEP REVIEW:**
3

4 A. *Relevant Applications:* The following land use applications as required by this chapter
5 shall be submitted and reviewed in three (3) steps:
6

7 1. Subdivisions,
8

9 2. Amendments to recorded subdivisions,
10

11 3. Site plans for all non-residential developments and for all multi-family
12 developments where there are more than two dwelling units within one structure, and
13

14 4. Planned unit developments.
15

16 B. *Approval Process:* The requirements associated with each step shall be reviewed by the
17 community development director and the technical review committee before an
18 application and recommendations are forwarded to, and considered by, the appropriate
19 land use authority. The necessity of submitting revised and additional information,
20 documents, and/or drawings shall be determined by the land use authority or by the
21 community development director with advice from the technical review committee. The
22 steps in the approval process are as follows:
23

24 1. Step 1: Conceptual (public hearing required),
25

26 2. Step 2: Preliminary, and
27

28 3. Step 3: Final.
29

30 C. *Conceptual Review and Approval:* No change

31 D. *Preliminary Review and Approval:* No change

32 E. *Final Review and Approval:* No change

33 F. *Concurrent Review:* No change
34
35

36 **13.08.100: BUILDING PERMIT ZONING COMPLIANCE REVIEW:**
37

38 A. *Purpose:* This section sets forth the procedure for determining zoning compliance of a
39 building permit application. This section applies, in addition to all applicable
40 requirements of building codes and regulations adopted by the city.
41

42 B. *Authority:*

43 a. The community development director, with a recommendation from the
44 TRC, is authorized to review building permits for zoning compliance as provided in this
45 section.
46

1 b. The Building Official is authorized to review and approve a building
2 permit as provided in the building codes adopted by the city.
3

4 C. *Initiation:* A property owner or owner's authorized agent may apply for a building permit
5 as provided in the building codes adopted by the city.
6

7 D. *Submission:* A complete building permit application and applicable zone worksheet shall
8 be submitted to the ~~building official~~ Technical Review Committee in a form established
9 by the ~~building official~~ community development director along with a fee established by
10 the city.
11

12 E. *Zoning Compliance Approval Standard:* No building permit shall be approved for zoning
13 compliance unless the proposed building, structure, or use when built and the land on
14 which it is located will conform to the provisions of this title and those conditions of
15 approval required under a permit applicable to the subject property.
16

17 F. *Appeal:* No change

18 G. *Effect of Approval:* No change

19 H. *Amendment:* No change

20 I. *Expiration:* No change
21
22

23 **CHAPTER 13.56: C-1 COMMERCIAL ZONE**

24
25 ~~13.56.020: COMMERCIAL DEVELOPMENTS OVER TWENTY ONE THOUSAND~~
26 ~~SQUARE FEET: SITE PLAN REVIEW AND APPROVAL: Commercial developments in the~~
27 ~~C-1 zone over twenty one thousand (21,000) square feet shall follow the conditional use permit~~
28 ~~procedure pursuant to section 13.08.040 of this title. All site plans for development or~~
29 ~~redevelopment in a C-1 zone shall be reviewed and approved in three steps as required by~~
30 ~~Section 13.08 of this title.~~
31
32

33 **CHAPTER 13.62: C-2 COMMERCIAL ZONE**

34
35 ~~13.62.020: COMMERCIAL DEVELOPMENTS OVER ONE ACRE: SITE PLAN REVIEW~~
36 ~~AND APPROVAL: Commercial developments in the C-2 zone over one acre must follow the~~
37 ~~conditional use permit procedure pursuant to section 13.08.040 of this title. All site plans for~~
38 ~~development or redevelopment in a C-2 zone shall be reviewed and approved in three steps as~~
39 ~~required by Section 13.08 of this title.~~
40

1 **13.101.010: TYPES OF DECISIONS AND APPLICABLE AUTHORITIES:**

Decision To Be Made	Recommending Body	Land Use Authority	Appeal Authority
Legislative decisions:			
Adoption or amendment of the general plan	Planning commission	City council	Third district court; 30 days from decision
Adoption or amendment to the land use ordinance (includes subdivision language)	Planning commission	City council	Third district court; 30 days from decision
Temporary land use regulation	None	City council	Third district court; 30 days from decision
Designation of a historic site	Historical preservation commission/planning commission	City council	Third district court; 30 days from decision
Annexation applications	Planning commission	City council	Third district court; 30 days from decision
Administrative decisions:			
Conditional use permit	TRC/community development director	Planning commission; may be delegated to community development director	City council; 10 days from decision
Site plan, final	TRC/community development director	Planning commission; may be delegated to community development director	City council; 10 days from decision
Change of use	TRC/community development director	Community development director	Administrative appeals officer
Conditional use amendment	TRC/community development director	Planning commission	City council; 10 days from decision
Temporary use permit	None	Community development director	Planning commission; 10 days from decision
Home occupations, phone and mail only	Business license official	Community development director	Planning commission; 10 days from decision
Home occupations, with customers	Business license official	Planning commission	City council; 10 days from decision
Establishment of limit of disturbance in the FR zones	TRC/community development director	Planning commission	City council; 10 days from decision
Number of off street parking stalls in the FR zones	TRC/community development director	Planning commission	City council; 10 days from decision
Site plan in the FR zone	TRC/community development director	Planning commission	City council; 10 days from decision
Site development master plan (SDMP) in an R/M-U zone and amendments	Planning commission	City council	Third district court; 30 days from decision
Site plan approval, HV zone	TRC/CDD, design review board	Planning commission	City council; 10 days from decision
Site development plan for permitted use in the FCOZ	None	Community development director	Administrative appeals officer
Site development plan for conditional use in the FCOZ	TRC/community development director	Planning commission	City council; 10 days from decision
Site plan approval in the Commercial zones, C-1 & C-2	TRC/community development director	Planning commission	City council; 10 days from decision
Subdivision in the FCOZ	TRC/community development director	Planning commission	City council; 10 days from decision
Waiver of slope protection standards in the FCOZ	TRC/community development director	Planning commission	City council; 10 days from decision
Flood damage prevention regulations	None	Community development director	Administrative appeals officer
Determination of boundaries of mapped hazards	TRC/community development director	Planning commission	City council; 10 days from decision
Exceptions from development near waterways	City engineer	Planning commission	City council; 10 days from decision
Tree protection standards	None	Community development director	Administrative appeals officer

Fencing permit	None	Community development director	Administrative appeals officer
Planned unit development	TRC/community development director	Planning commission	City council; 10 days from decision
Shared parking	TRC/community development director	Planning commission	City council; 10 days from decision
Sign permit	None	Community development director	Administrative appeals officer
Modification to a historic site	TRC/community development director	Planning commission	City council; 10 days from decision
Special exception	TRC/community development director	Planning commission	City council; 10 days from decision
Additional uses for historic buildings	TRC/community development director	Planning commission	City council; 10 days from decision
Subdivision final plat, no new public street	TRC/community development director	Planning commission; may be delegated to community development director	Planning commission; 10 days from decision
Subdivision final plat, new public street	Planning commission	City council	Third district court; 30 days from decision
Lot line adjustment	None	TRC/community development director	Planning commission; 10 days from decision
Vacation/amendment of a public street	Planning commission	City council	Third district court; 30 days from decision
Subdivision plat amendment	TRC/community development director	Planning commission	City council; 10 days from decision
Building permit, zoning compliance	None —TRC	Community development director	Administrative appeals officer
Street identification change	TRC/community development director	City council	Third district court; 30 days from decision
Quasi-judicial:			
Administrative interpretations	None	Community development director	Planning commission; 10 days from decision
Nonconformity determinations	TRC/community development director	Planning commission	City council; 10 days from decision
Variances	TRC/community development director	Appeal authority	Third district court; 30 days from decision
Zone boundary or map interpretation	TRC	Community development director	Planning commission
Revocation of a conditional use permit	TRC/community development director	Planning commission	City council; 10 days from decision
Enforcement of provisions of this title	None	Community development director	Administrative hearing officer

**MINUTES OF THE CITY OF HOLLADAY
PLANNING COMMISSION MEETING
Tuesday, March 7, 2017
7:00 p.m.
Holladay Municipal Center
4580 South 2300 East**

ATTENDANCE:

Planning Commission Members:

Matt Snow, Chair
Jan Bradshaw
John Garver
Alyssa Lloyd
Ann Mackin

City Staff:

Paul Allred, Community Development Director
Jonathan Teerlink, City Planner
Pat Hanson, City Planner

Excerpt from approved minutes

4. PUBLIC HEARING – Amendment to City of Holladay Ordinance; Site Plan Review and Approval Procedure – 13.08 and 13.56, 13.62.

(19:50:25) Mr. Teerlink presented the staff report and stated that the proposal is for a text amendment consisting of procedural approvals for site plans in commercial zones. The Planning Commission requires a three-step process to approve site plans in commercial zones and in the village. There is, however, a caveat in the C-1 and C-2 zones that addresses a size limit of one-half acre for the C-1 zone and a one-acre limit for C-2 zones. He did not think that was intentional. The proposed text amendment removes the minimum development threshold and requires site plans go through the Planning Commission, regardless of the size of the development.

The second amendment was a housekeeping issue pertaining to the administrative review process. The Technical Review Committee (TRC) reviews multiple applications before they go to the Planning Commission for review. Staff also recommended they review site plans for residential buildings. That has been left out of the administrative process and procedure table and should be added back in.

(19:52:13) Chair Snow opened the public hearing. There were no public comments. The public hearing was closed.

(19:52:53) Commissioner Bradshaw moved to recommend that the Planning Commission forward a positive recommendation on the various amendments to Sections 13.08, 13.56, and 13.62. Commissioner Lloyd seconded the motion. Vote on motion: Alyssa Lloyd-Aye, Jan Bradshaw-Aye, John Garver-Aye, Ann Mackin-Aye, Chair Snow-Aye. The motion passed unanimously.

CITY OF HOLLADAY

ORDINANCE NO. 2017-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOLLADAY AMENDING PROVISIONS OF THE CITY OF HOLLADAY ZONING ORDINANCE RELATING TO SITE PLAN REVIEW PROCESSES

WHEREAS, the City Council of the City of Holladay has received a recommendation from the Planning Commission regarding amendments to Chapters 13.08, 13.56, 13.62, and 13.101 relating to the process of review for site plans and building permit applications resulting from site plan applications; and

WHEREAS, the City Council has held a public hearing to receive comment on their proposed amendments; and

WHEREAS, the City Council has determined that it will benefit the public interest and support a more thorough and accurate review of site plan and building permit applications to amend Chapters of the Zoning Ordinance as proposed;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Holladay, Utah as follows:

Section 1. Amendment. Section 13.08.010 of the City Code of the City of Holladay is hereby amended to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Amendment. Section 13.08.100 of the City Code of the City of Holladay is hereby amended to read in its entirety as set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 3. Amendment. Section 13.56.020 of the City Code of the City of Holladay is hereby amended to read in its entirety as set forth in Exhibit C, attached hereto and incorporated herein by reference.

Section 4. Amendment. Section 13.62.020 of the City Code of the City of Holladay is hereby amended to read in its entirety as set forth in Exhibit D, attached hereto and incorporated herein by reference.

Section 5. Amendment. Section 13.101.010 of the City Code of the City of Holladay is hereby amended to read in its entirety as set forth in Exhibit E, attached hereto and incorporated herein by reference.

Section 6. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 7. Effective Date. This Ordinance shall take effect upon publication or posting or thirty (30) days after passage, whichever occurs first.

PASSED AND APPROVED this day of August, 2017.

By: _____

Robert Dahle, Mayor

[SEAL]

VOTING:

Lynn H. Pace	Yea	___	Nay	___
Mark H. Stewart	Yea	___	Nay	___
Sabrina R. Petersen	Yea	___	Nay	___
Patricia Pignanelli	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
Robert Dahle	Yea	___	Nay	___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of _____, 2017.

RECORDED this ____ day of _____, 2017.

CITY OF HOLLADAY

ORDINANCE NO. 2017-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOLLADAY AMENDING SECTION 13.14.050 OF THE CITY CODE OF THE CITY OF HOLLADAY RELATING TO RESIDENTIAL FRONT SETBACKS

WHEREAS, the City Council of the City of Holladay has previously adopted temporary zoning regulations relating to the calculation of front setbacks in residential zones of the City; and

WHEREAS, the City Council has held a public hearing to receive comment on their proposed amendments; and

WHEREAS, the City Council after study and consideration now desires to amend the provisions of the Section 13.14.050 to provide for additional oversight in the calculation of front setbacks and to ensure a more thorough process in such calculations;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Holladay, Utah as follows:

Section 1. Amendment. Section 13.14.050 of the City Code of the City of Holladay is hereby amended to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall take effect upon publication or posting or thirty (30) days after passage, whichever occurs first.

PASSED AND APPROVED this day of August, 2017.

By: _____

Robert Dahle, Mayor

[SEAL]

VOTING:

Lynn H. Pace Yea ___ Nay ___
Mark H. Stewart Yea ___ Nay ___
Sabrina R. Petersen Yea ___ Nay ___
Patricia Pignanelli Yea ___ Nay ___
Steven H. Gunn Yea ___ Nay ___
Robert Dahle Yea ___ Nay ___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of _____, 2017.

RECORDED this ____ day of _____, 2017.

CITY OF HOLLADAY

RESOLUTION NO. 2017-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY AMENDING APPENDIX K TO THE CITY OF HOLLADAY GENERAL PLAN RELATING TO THE HIGHLAND DRIVE MASTER PLAN

WHEREAS, the City Council of the City of Holladay has previously adopted Temporary Zoning Regulations to allow for further time and study relating to residential development within Segment B of the Highland Drive Master Plan; and

WHEREAS, a Proposed Amendment to Appendix K of the General Plan which sets forth the Highland Drive Master Plan has been reviewed by the Planning Commission and forwarded to the City Council with a recommendation of approval; and

WHEREAS, the City Council, after review and consideration, has determined that it will promote the public interest to amend the Highland Drive Master Plan as proposed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay, Utah as follows:

Section 1. Amendment. Appendix K of the City of Holladay General Plan, containing the Highland Drive Master Plan, is hereby amended to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

HOLLADAY CITY COUNCIL

By: _____ Robert Dahle, Mayor

[SEAL]

VOTING:

Lynn H. Pace Yea ___ Nay ___
Mark H. Stewart Yea ___ Nay ___
Sabrina R. Petersen Yea ___ Nay ___
Steven H. Gunn Yea ___ Nay ___
Patricia Pignanelli Yea ___ Nay ___
Robert Dahle Yea ___ Nay ___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of August, 2017.

RECORDED this ____ day of August, 2017.

CITY OF HOLLADAY

RESOLUTION NO. 2017-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING AN AGREEMENT WITH HANSEN, BRADSHAW, MALMROSE & ERICKSON, P.C. TO PROVIDE AUDITOR SERVICES TO THE CITY

WHEREAS, the City of Holladay has recently issued a Request for Proposals for the performance of audit services to the City; and

WHEREAS, after a thorough process City Staff, Administration and members of the City Council have recommended that the Council approve the selection of Hansen, Bradshaw, Malmrose & Erickson to provide audit services to the City; and

WHEREAS, the City Council, after their review of the recommendation and consideration of the qualifications Hansen, Bradshaw, Malmrose & Erickson now desires to engage Hansen, Bradshaw, Malmrose & Erickson to provide auditor services to the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay, Utah as follows:

Section 1. Approval. The City Council of the City of Holladay hereby approves the engagement letter and the response to the City’s Request for Proposal as an integrated contract for the provision of audit services with Hansen, Bradshaw, Malmrose & Erickson as set forth in Exhibit A, attached hereto and incorporated herein by reference. The Mayor of the City of Holladay is hereby authorized to execute the engagement letter on behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Lynn H. Pace Yea ___ Nay ___
Mark H. Stewart Yea ___ Nay ___
Sabrina R. Petersen Yea ___ Nay ___

Steven H. Gunn Yea ___ Nay ___
Patricia Pignanelli Yea ___ Nay ___
Robert Dahle Yea ___ Nay ___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ___ day of August, 2017.

RECORDED this ___ day of August, 2017.

**CABLE FRANCHISE AGREEMENT
BETWEEN CITY OF HOLLADAY, UTAH
AND COMCAST OF UTAH II, INC.**

This Franchise Agreement (“Franchise”) is between the City of Holladay, State of Utah, hereinafter referred to as “the Franchising Authority” and Comcast of Utah II, Inc., hereinafter referred to as “the Grantee.” The Franchising Authority and the Grantee are referred to together as “the Parties.”

The Franchising Authority hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

SECTION 1

Definition of Terms

1.1 Recitals. The Recitals set forth above are hereby incorporated by reference into the terms and provisions of this Franchise.

1.2 Definitions. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The terms, phrases, words and abbreviations defined herein are intended to conform to and comply with the definitions and terms of the Cable Act, as more particularly defined herein. In the event of conflict, the provisions of federal law and regulations shall govern.

A. “Affiliate” when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. “Basic Cable Service” means the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.

C. “Cable Act” means collectively Title VI of the Communications Act of 1934, as set forth in 47 U.S.C. §§ 609, *et seq.*, as amended, the Cable Communications Policy Act of 1984, as set forth in 47 U.S.C. §§ 521, *et seq.*, as amended, the Cable Television Consumer Protection and Competition Act of 1992, as set forth in 47 U.S.C. §§ 546, *et seq.*, as amended, and applicable federal regulations and orders promulgated pursuant thereto.

D. “Cable Service” means (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

E. “Cable System” means the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

F. “FCC” means Federal Communications Commission or successor governmental entity thereto.

G. “Franchising Authority” means City of Holladay, Utah, or the lawful successor, transferee, or assignee thereof.

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

I. “Gross Revenue” means any and all revenues of Grantee, as determined according to generally accepted accounting principles consistently applied, derived directly or indirectly by the Grantee or Affiliate of the Grantee that would constitute a Cable Operator of the Cable System under the Cable Act, arising from or attributable to operation of the Cable System to provide Cable Service in the Service Area. Gross Revenue shall also include such revenue sources from the provision of Cable Service as may now exist or hereafter develop from or in connection with the operation of the Cable System within the Service Area, provided that such revenues, fees, receipts, or charges may lawfully be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible Franchise Fee under the Cable Act. Gross revenue shall include revenue from subscriptions, installations, rentals, and revenue from other sources, such as leased access, advertising, commissions, and home shopping revenue.

Gross Revenue does not include any franchise fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency. Gross Revenue does not include revenues which cannot be collected by the Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenue for the collection period.

J. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

K. “Public Right-of-Way” shall mean a municipal street, alley or right-of-way within the Franchising Authority’s boundaries dedicated to the public and any utility easements within the Franchising Authority’s boundaries wherein the Franchising Authority has acquired the right and authority to locate or permit the location of utilities consistent and compatible with cable and/or telecommunications facilities. Public Right-of-Way shall not include any real or personal property of the Franchising Authority that is not specifically described herein and shall not include Franchising Authority parks, trails, bike paths, buildings and other structures or improvements, regardless of whether they are situated in the public right-of-way.

L. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.

M. "Subscriber" means a Person or user of the Cable System who lawfully receives Cable Service on the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 Grant. Subject to the terms and conditions of this Franchise, the Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, or under Public Rights-of-Way within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Right-of-Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Competitive Equity. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises or other similar lawful authorization to provide Cable Services within the Service Area. In the event the Franchising Authority grants one or more such additional franchises for Cable Services, the material terms and conditions thereof should be comparable to those contained herein, in order that one operator is not provided or granted an unfair competitive advantage over another, and to provide all parties equal protections under the law. The Franchising Authority agrees that within ninety (90) days of the Grantee's request, the Franchising Authority shall amend this Franchise to include any material terms or conditions that the Franchising Authority makes available to the new entrant, or provide relief from existing material terms or conditions, to the extent necessary to provide that the regulatory and financial burdens on each entity are materially equivalent. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

2.3 Term. The Franchise granted hereunder shall be for a term of five (5) years commencing on the Effective Date of the Franchise as set forth in Section 8.15, unless otherwise lawfully terminated or renewed in accordance with the terms of this Franchise.

2.4 Compliance with Laws. Grantee shall comply with all applicable federal, state and local laws regarding the installation, maintenance and operation of Grantee's Cable System and providing Cable Services to Subscribers within the Service Area. Grantee shall comply with the terms of any lawfully adopted generally applicable local ordinance and any ordinances adopted pursuant to the Franchising Authority's police power as more particularly set forth in Section 2.5.

2.5 Police Powers. Nothing in this Franchise shall be construed as an abrogation by the Franchising Authority of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary by the Franchising Authority as a municipal and political subdivision of the State of Utah, for the health, safety, and welfare of the public. Grantee shall comply with all generally applicable laws and ordinances enacted by the Franchising Authority pursuant to such police power.

2.6 Authority Over Non-Cable Services. Nothing in this Franchise shall be construed as a waiver of any right that the Franchising Authority may have to regulate or receive compensation for non-cable services to the extent authorized by applicable law. Grantee shall comply with and be subject to any and all applicable and local, state and federal laws, rules and regulations regarding such non-cable services and all permitting, franchise and tax requirements regarding the same.

2.7 Authority to Manage Rights-of-Way. The Franchising Authority enters into this Franchise pursuant to its powers to manage its Public Rights-of-Way, pursuant to common law, the Utah Constitution, and statutory authority, including, but not limited to *Utah Code Ann.* § 10-8-11 and § 10-8-14, as amended. This Franchise shall be construed in light of applicable federal and state laws and regulations regarding Cable Systems and Cable Service, including, but not limited to the Cable Act, as more particularly defined herein. To the extent applicable, the provisions of this Franchise are also intended to comply with the Utah Municipal Cable Television and Public Telecommunications Services Act, as set forth in *Utah Code Ann.* §§ 10-18-101, *et seq.*, as amended.

SECTION 3

Use of Public Rights-of-Way and Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee within the Public Right-of-Way pursuant to the terms of this Franchise shall be located so as to cause a minimum of interference with the proper use of Public Rights-of-Way and with the rights and reasonable convenience of property owners who own property that adjoins any such Public Rights-of-Way. All wires, conduits, cable, and other property and facilities of the Grantee constituting the Cable System shall be located, constructed, installed, and maintained so as not to endanger or unnecessarily interfere with usual and customary use, traffic, and travel upon the Public Right-of-Way. No Cable System shall be located where it will interfere with the rights of property owners or with gas, electric, or telephone fixtures, or with water hydrants or mains, sewer facilities, or any other service, utility or facility that benefits the Franchising Authority's or its resident's health, safety and welfare. Notwithstanding the grant of authority set forth in this Franchise, no Public Right-of-Way shall be used by Grantee if the Franchising Authority, in its sole discretion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Public Right-of-Way was created or dedicated, or presently used. Nothing contained in this Franchise should be construed as granting to Grantee any rights whatsoever to the use of any private property without the express consent of the owner thereof. In the event the Grantee's Cable System creates a hazardous or unsafe condition or an unreasonable interference with property, then at its own expense, the Grantee shall voluntarily, or upon the request of the

Franchising Authority, remove that part of the Cable System that creates the hazardous condition or interference from the subject property.

3.2 Excavation Permit Ordinance. Grantee shall be required to obtain an Excavation Permit from the Franchising Authority prior to conducting or commencing any work within the Public Right-of-Way in accordance with applicable provisions of the Franchising Authority's Excavation Permit Ordinance as set forth in Title 14, Chapter 16, as amended ("Excavations Ordinance"). All construction, installation, maintenance, operation, alteration, repair or reconstruction of the Cable System or any other work conducted or performed by Grantee shall comply with the Excavations Ordinance and any Excavation Permit issued thereunder.

3.3 Prior Approval. Prior to construction or alteration of the Cable System, or any portion thereof, Grantee shall in each case, file plans with the Franchising Authority's Public Works Department and receive written approval of such plans, which approval by the Franchising Authority shall not be unreasonably withheld. Issuance of an excavation, construction, or similar permit as required by Franchising Authority Ordinance, shall constitute such written approval.

3.4 Notification of Residents. Grantee shall make reasonable best efforts to individually notify all residents affected by any proposed substantial construction, installation, alteration or work on the Cable System in writing prior to the commencement of that work provided that such prior notification will not unnecessarily delay repairs or restoration of existing services or slow expeditious remedy of unsafe conditions.

3.5 Restoration of Public Rights-of-Way. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Right-of-Way by the Grantee, Grantee shall replace and restore such Public Right-of-Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Right-of-Way existing immediately prior to such disturbance and in a manner reasonably approved by the Franchising Authority's Public Works Director. Grantee shall also restore and repair any adjacent private property disturbed or damaged during the course of Grantee's construction, operation or maintenance of the Cable System to a condition reasonably comparable to the condition of such property existing immediately prior to such disturbance or damage. If the Grantee fails to restore any portion of the Public Right-of-Way, the Franchising Authority, upon ten (10) days written notice, restore the Public Rights-of-Way and bill the Grantee for the costs incurred by the Franchising Authority in performing such restoration. The Grantee shall be required to reimburse the Franchising Authority for such costs within thirty (30) days from receipt of invoice.

3.6 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than five (5) business days, the Grantee shall, at its own expense, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Right-of-Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of public convenience and necessity, traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures, improvements or projects which are not used to compete with the Grantee's Cable Service.

3.7 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Right-of-Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation, and no less than forty-five (45) days for a permanent relocation.

3.8 Trimming of Trees and Shrubbery. After obtaining the prior written consent of the Franchising Authority, the Grantee shall have the authority to trim trees or other natural growth within or encroaching upon the Public Right-of-Way in order to construct, access and maintain the Cable System. The Grantee shall reasonably compensate the Franchising Authority for any damage caused by such trimming, or shall, in the Franchising Authority’s sole discretion and at Grantee’s own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction, access or maintenance of the Cable System undertaken by the Grantee. Grantee shall also comply with the restoration provisions and requirements of Section 3.5 in connection with any disturbance of or damage to public or private property caused by any trimming activities conducted by Grantee. Nothing herein shall give the Grantee the right to trim trees or shrubs not located within or encroaching upon the Public Rights-of-Way without the prior written consent of the owner of such trees or other natural growth. The Grantee shall make a reasonable best effort, including written notice, to notify owners of property adjacent to trees that will be subject to significant trimming at least seventy-two (72) hours prior to doing the work. As used herein, “significant trimming” is any trimming of trees beyond minor cuts that do not substantially change the aesthetic character of the tree or damage or injure the tree. All trimming and pruning of trees shall comply with the American National Standard for Tree Care Operation (ANSI A300), or comparable generally accepted compendium, and shall be conducted under the direction of an arborist certified with the International Society of Arboriculture.

3.9 Quality and Safety. All work involved in the construction, operation, maintenance, repair, upgrade and removal of the Cable System shall be performed by Grantee in a safe, thorough, and reliable manner using materials of good and durable quality. All such work shall comply with applicable federal, state, and local regulations and the National Electric Safety Code, then in force. Grantee shall install and maintain all parts of its Cable System in a safe and non-dangerous condition throughout the entire period of the Franchise and any holdover period. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.10 Applications and Permits. Prior to construction, in each case, all applicable permits shall be applied for and obtained and all fees shall be paid. For any and all construction within the Public Rights-of-Way, Grantee shall comply with the Excavations Ordinance as more particularly defined in Section 3.2. All other codes and ordinances of the Franchising Authority that pertain to such construction shall be complied with. In the event of an emergency, Grantee shall be required to apply for and obtain all applicable permits and pay all applicable fees for the construction or work conducted by the Grantee by the next business day from the date of the emergency and the commencement of work conducted in response thereto.

3.11 Aerial and Underground Construction.

A. Unless otherwise specifically provided herein, all facilities and equipment constituting Grantee's Cable System shall be installed underground.

B. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electronic services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground.

C. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing cable services, telephone communications, and electric services are above ground, the Grantee likewise may construct, operate and maintain its transmission and distribution facilities above ground.

D. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall consult with the City Engineer to determine whether the construction will be aerial or underground. Wherever possible depending on the season and the location, facilities shall be constructed and maintained underground. If the reason for not putting the facilities underground is seasonal, subject to Franchising Authority waiver as weather and other conditions may require, the Grantee shall make reasonable efforts to move such facilities underground as weather permits, but no later than June 30 of the next summer.

E. With respect to any cables, wires and other like facilities constructed and installed by Grantee above ground, the Grantee shall, at its sole cost and expense except as provided by law or entitlement, reconstruct and install such cables, wires or other facilities underground pursuant to any project under which the cables, wires or other like facilities of such utilities are placed underground within an area. The duty of the Grantee to place its cables, wires and other facilities underground shall arise only if all like facilities of utilities which are existing above ground are placed underground. For purposes of this Section, "like facilities" shall mean cable, telecommunications or electrical facilities and utilities.

F. For the purposes of this Franchise, with the exception of service drops, facilities to be placed "underground" shall be at least eighteen (18) inches below the surface grade.

G. Nothing herein shall be deemed to expressly or impliedly authorize the Grantee to construct or install poles or wire-holding structures within the Public Right-of-Way for purposes of placing cables, wires, lines or otherwise, without the written consent of the Franchising Authority. Such consent shall be given upon such terms and conditions as the Franchising Authority, in its sole discretion, may prescribe.

H. Grantee may construct, operate, and maintain certain limited ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, and pedestals above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as to

minimize visual and physical impact on adjacent yards and landscapes insofar as it is technically and economically feasible and safe. f

3.12 Required Extensions of the Cable System. Whenever the Grantee receives a request for Cable Service from a Subscriber in a contiguous unserved area where there are at least eleven (11) residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.13 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily or on a discriminatory basis. However, if an area does not meet the density requirements of subsection 3.12 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 11. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.14 Technical Standards. The Grantee is responsible for insuring that the Cable System is designed, installed and operated in a manner that fully complies with the Cable Act, including, but not limited to, FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations, as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules.

3.15 Service to Public Buildings.

The Grantee shall, upon request, provide without charge, one outlet of Basic and Expanded Basic Service to City Hall, the public works building, the fire station(s), the police stations(s), and public school building(s) that are passed by its Cable System. The outlets of Basic and Expanded Basic Service shall not be used to distribute or sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public. Users of such outlets shall hold the Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said building or premises exceeds one hundred twenty-five (125) cable feet unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of

one hundred twenty-five (125) cable feet. If additional outlets of Basic and Expanded Basic Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.

3.16 Emergency Use.

A. At all times during the term of this Franchise, Grantee shall provide and maintain, in accordance with the Cable Act, including, but not limited to, the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, as may from time to time be amended, an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and statewide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within the Cable Act, including, but not limited to, FCC Regulations, Section 11.18.

B. In the case of any emergency or disaster, the Grantee shall, upon the request of the Franchising Authority, make available its facilities for the Franchising Authority to provide emergency information and instructions during emergency or disaster period in accordance with applicable local, state and federal EAS procedures. The Franchising Authority shall permit only authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

3.17 Customer Service Standards.

A. Cable System office hours and telephone availability.

1. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week.

a. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours, as defined herein.

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

2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, will not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed thirty

(30) seconds. These standards will be met no less than ninety percent (90%) of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis.

3. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints during the previous two (2) years indicates a clear failure to comply with the standards.

4. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three percent (3%) of the time.

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

B. Installations, outages and service calls. Under Normal Operating Conditions, each of the following five (5) standards will be met no less than ninety-five percent (95%) of the time, as measured by the Grantee on a quarterly basis:

1. Standard installations will be performed within seven (7) business days after an order has been placed and the customer is ready to take service. Standard installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

2. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

3. The Grantee will provide “appointment window” alternatives for installations, service calls and other installation activities, which will be either a specific time, or at maximum, a four (4) hour time block during Normal Business Hours.

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

5. If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Grantee will contact the subscriber as soon as possible but no later than thirty (30) minutes before the “appointment window” begins. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

C. Communications between the Grantee and Subscribers.

1. Notifications to Subscribers:

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

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

and

- b. Subscribers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the Cable System and in writing. Notice will be given to Subscribers a minimum of thirty (30) days in advance if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

2. Billing:

- a. Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly describe all activity during the billing period, including optional charges, rebates and credits.
- b. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within thirty (30) days from receipt of the complaint.

3. Refund checks will be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if service is terminated.

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

D. The Franchising Authority reserves its right to establish lawful standards beyond those established by this Franchise including:

- 1. Customer service requirements;

2. Construction schedules and other construction related requirements;
3. Consumer protection laws.

E. Definitions: For purposes of this Section, the following definitions shall apply:

1. “Normal Business Hours” means those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, “Normal Business Hours” shall include some evening hours at least one (1) night per week and/or some weekend hours. The Grantee will notify its Subscribers and the Franchising Authority of its Normal Business Hours.
2. “Normal Operating Conditions” means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinary and within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.
3. “Service Interruption” means the loss of picture or sound on one or more channels.

3.18 Educational and Government Access Channels. Upon request by the Franchising Authority, the Grantee shall make available one (1) channel to be used for educational and governmental cablecast programming. When first run programming on the first access channel occupies fifty percent (50%) of the hours between 11 a.m. and 11 p.m., for twelve (12) consecutive weeks, the Franchising Authority may request the use of an additional channel for the same purpose. The additional channel must maintain programming twenty-five percent (25%) of the hours between 11 a.m. and 11 p.m. If this level of programming is not maintained, the channel will return to the Grantee for its use. The Grantee reserves the right to program the designated educational and governmental channel during the hours not used by the Franchising Authority or other governmental entities. The Franchising Authority shall agree to indemnify, save and hold harmless, subject to the provisions of the Governmental Immunity Act of Utah, the Grantee from and against any liability resulting from the use of the aforementioned educational and governmental channel by the Franchising Authority, except for liability resulting from program time shared with other municipalities and the liability arises solely from the actions or omissions of the other municipalities.

3.19 Support of Access. Upon written request by the Franchising Authority, Grantee shall provide, for specific use toward capital facilities associated with the educational and government access requirements of the Franchising Authority, a “Capital Contribution” paid annually during the term of the Franchise. The amount of the Capital Contribution payable by the Grantee to the Franchising Authority shall not exceed one dollar and twenty cents (\$1.20) per year per equivalent billing unit. The Capital Contribution will not be collected unless programming is

running on the educational and government access channel(s) described in Section 3.18. For purposes of this Section, Subscribers to bulk rate service shall be calculated by dividing the annual bulk rate charge by the annual subscription rate for individual households corresponding to the level of service received by the bulk rate customer. The Franchising Authority agrees that all amounts paid by the Grantee as the Capital Contribution may be added to the price of Cable Services, prorated monthly, and collected from the Grantee's customers' bills as "external costs," as such term is used in 47 C.F.R. 76.922(f) on the date of this Franchise. In addition, all amounts paid as the Capital Contribution may be separately stated as permitted in 47 C.F.R. 76.985(a)(2). The Capital Contribution will be payable by Grantee to the Franchising Authority after (a) the approval of the Franchising Authority, if required, to the inclusion of the Capital Contribution on customers' bills including any required approval pursuant to 47 C.F.R. 76.933; (b) notice to Grantee's customers of the inclusion; and (c) the collection of the Capital Contribution by the Grantee from its customers. Each payment will be due to the Franchising Authority from the Grantee forty-five (45) days after the end of each calendar year.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. Franchise Fee. The Grantee shall pay to the Franchising Authority a franchise fee ("Franchise Fee") of five percent (5%) of Grantee's annual Gross Revenue, as defined in Section 1.2. The Franchise Fee shall not include any excluded costs or payments under applicable provisions of 47 U.C.A. § 542, as amended. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year.

B. Quarterly Installments. The Franchise Fee is payable in quarterly installments which shall be due on or before the forty-fifth (45th) day after the end of the calendar quarter. Each payment shall be accompanied by a detailed financial and revenue statement prepared and signed by a representative of the Grantee showing the Gross Revenue received by Grantee for the preceding quarter and the calculations for computing the quarterly Franchise Fee and certified as to the accuracy, completeness and veracity of the revenue figures. Gross Revenue will be reported by service category, type and level, as applicable. In the event that payment in full is not made within the forty-five (45) days after the date specified herein, Grantee shall pay interest to the Franchising Authority on any unpaid balance at a rate of twelve percent (12%) per annum or the maximum rate allowable by law, whichever is greater.

C. Annual Certification. Grantee shall be required to provide the Franchising Authority with an annual certification of Franchise Fees remitted. Within six (6) months after the Grantee's fiscal year end, the Grantee shall provide to the Franchising Authority a certification certifying to the accuracy of the annual Franchise Fee payments remitted for the preceding fiscal year. This certification must be prepared in accordance with generally accepted accounting standards and signed by a certified public accountant or an authorized officer of the Grantee.

D. Increase in Maximum Allowed by Law. If the provisions of the Cable Act are ever amended to change the maximum franchise fee percentage allowed by law, then the Franchising Authority shall have the right to increase the Franchise Fee due hereunder up to the legal maximum, subject to providing Grantee ninety (90) days written notice of such increase.

E. No Release or Accord. No acceptance of any payment shall be construed as a release of, or an accord, or satisfaction of, any claim that the Franchising Authority might have for further or additional sums payable under the terms of this Franchise or other applicable ordinance, or for any other performance or obligation of the Grantee.

F. Other Fees and Assessments. Franchise Fees and other payments made by the Grantee to the Franchising Authority under the terms of this Franchise shall be considered in addition to, and exclusive of other fees, taxes, levies or assessments presently in effect or subsequently adopted which fee, tax, levy or assessment is of general applicability and which is not unduly discriminatory against cable operators or cable subscribers. Nothing in this Franchise shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any person (other than the Grantee) with respect to cable service or other communications service provided by such person over a cable system for which charges are assessed to subscribers but not received by Grantee.

G. Audit Authority. The Franchising Authority shall have the right to inspect Grantee's books and records in accordance with the provisions of Section 5.3, and the right to conduct an annual audit in accordance with the provisions of Section 5.4 to ensure that the appropriate and required Franchise Fees are being paid to the Franchise Authority.

4.2 Rates and Charges.

A. The Franchising Authority may adopt the requisite ordinances to regulate rates for the provision of Basic Cable Service and equipment subject to and in accordance with applicable law, including, but not limited to the Cable Act, together with implementing regulations promulgated by the FCC.

B. The Grantee shall file with the Franchising Authority on or before December 31st of each year a full schedule of all Subscriber user rates and all other charges including, but not limited to, pay TV, lease channel and discrete services, made in connection with the Cable System.

C. The Grantee shall not discriminate in the assessment, levy, charge, imposition or collection of rates on the basis of age, race, creed, color, gender, religion, national origin, sexual orientation or marital status.

D. Nothing in this Franchise shall be construed to prohibit the reduction or waiving of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users or to prohibit providing reduced rates or discounts for senior citizens or other economically disadvantaged groups as permitted by law.

E. The Grantee shall notify the Franchising Authority of any changes in rates or services within the Service Area no later than thirty (30) days prior to the implementation of such change(s).

4.3 Renewal of Franchise.

The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of the Cable Act, including, but not limited to, 47 U.S.C. § 546, as amended, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law. Notwithstanding anything to the contrary set forth in this Section, the Grantee and the Franchising Authority agree that at any time during the term of this Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of this Franchise and the Franchising Authority may grant a renewal thereof.

4.4 Conditions of Sale. If a renewal of the Grantee's Franchise is denied or the Grantee's Franchise is lawfully terminated pursuant to Section 7 of this Franchise, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in the Cable Act, including, but not limited to, 47 U.S.C. § 547, as amended.

4.5 Opportunity to Effectuate Transfer. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during such a period of time; however, under no event shall such authorization exceed a period of time greater than twelve (12) months from the effective date of such revocation, unless otherwise agreed to in writing by the Franchising Authority. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee. Any transfer or assignment made hereunder shall comply with the procedures and provisions of Section 4.6.

4.6 Assignment or Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred or assigned, in whole or in part, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Any request for approval of such a sale, transfer or assignment by Grantee shall contain or be accompanied by such information as is required in accordance

with applicable provisions of the Cable Act and FCC Regulations. The Franchising Authority may request and shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. Pursuant to and only to the extent required in 47 U.S.C. 537, the Franchising Authority shall have one hundred twenty (120) days to act upon any complete request for approval of a sale, transfer or assignment as provided herein. If the Franchising Authority fails to render a final decision on the complete request within the time frame set forth herein, the request shall be deemed granted unless the Grantee and Franchising Authority agree to an extension of time. Any future buyer, assignee or transferee of any right or interest under this Franchise shall consent in writing to be bound by the terms and conditions of this Franchise as a condition precedent to such purchase, transfer or assignment. In the event of a sale, transfer or assignment, the buyer, assignee or transferee ("Subsequent Owner") shall be liable for the performance of each of the obligations contained in this Franchise. Acceptance of an assignment, transfer, deed, bill of sale, or similar conveyance, shall constitute an agreement by such party to assume and to be bound by the provisions of this Franchise. Each such Subsequent Owner shall sign an assignment and assumption agreement with the Franchising Authority in a form reasonably acceptable to the Franchising Authority agreeing to be bound by all the terms and conditions of this Franchise as provided herein and shall provide the Franchising Authority the requisite insurance certification required by this Franchise.

SECTION 5

Records and Audits

5.1 Testing for Compliance. The Franchising Authority may perform technical tests of the Cable System or require Grantee to conduct such tests during reasonable times and in a manner that does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving the Grantee reasonable notice thereof, not to be less than five (5) business days, and providing a representative of the Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the Franchising Authority. In the event that such testing demonstrates that the Grantee has failed to substantially comply with material provisions hereof, the cost of such testing shall be borne by the Grantee. The Franchising Authority agrees that such testing shall be undertaken no more than once a year without reasonable cause, including but not limited to customer complaints or emergencies. The results of any testing conducted hereunder shall be made available in writing to the other party.

5.2 Books and Records. Grantee shall maintain complete and accurate books of accounts and records of the business, ownership, and operations of the Grantee with respect to the Cable System and Cable Services in a manner that allows the Franchising Authority at all times to determine whether a Grantee is in compliance with the terms of this Franchise. All financial books and records which are maintained in accordance with the regulations of applicable federal

and state agencies that regulate cable television systems and services shall be deemed to be acceptable under this Section.

5.3 Right of Inspection. Upon ten (10) working days written notice, the Franchising Authority shall have the right to review all books and records of the Grantee as reasonably necessary for the enforcement of this Franchise. Such review, unless mutually agreed upon or judicially ordered, shall occur at the Grantee's local office during Grantee's normal business hours. If necessary books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representatives to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for compliance purposes under this Section longer than four (4) years from the date of the book or record. Grantee shall not be required to disclose books and records of any Affiliate which is not providing Cable Service in the Service Area. Subject to applicable provisions and restrictions of the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann.* §§ 63G-2-101, *et seq.*, as amended, the Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of the Cable Act, including, but not limited to, 47 U.S.C. § 551, as amended.

5.4 Annual Audit Authority. On an annual basis, the Franchising Authority, including the Franchising Authority's Auditor, its authorized representative, or an independent certified public accounting firm or other financial expert, shall have the right to conduct an independent audit of Grantee's books, records and accounts reasonably related to the administration and enforcement of this Franchise. Any such audit shall be conducted in accordance with Generally Accepted Accounting Principles ("GAAP"). The audit shall be conducted at the sole expense of the Franchising Authority; provided, if the results of such an audit show an underpayment of applicable Franchise Fees in an amount equal to five percent (5%) or greater, the Grantee shall pay the reasonable cost of the audit plus interest at a rate of twelve percent (12%) per annum or the maximum rate allowed by law, whichever is greater, in addition to any amount owed as shown by the audit. The Franchising Authority's right to audit and the Grantee's obligation to retain records related to a Franchise Fee audit shall expire three (3) years after each franchise fee payment has been made to the Franchising Authority or upon expiration of the statute of limitations for pursuing reimbursement for such Franchise Fees, whichever is greater.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise or occupancy, a comprehensive form of general public liability insurance in a form substantially similar to the ISO approved comprehensive general liability policy, to be approved by the Franchising Authority, from a responsible insurance company with an A.M. Best rating of A-9 or better (or a comparable rating by any other nationally recognized rating agency), licensed and authorized to do business in Utah, in an amount not less than of Two Million Dollars (\$2,000,000) combined single limit per occurrence

and Four Million Dollars (\$4,000,000) aggregate for bodily injury and property damage. The insurance policy or policies required to be obtained by the Grantee shall insure against and cover any and all insurable liabilities, damages, claims and losses set forth in and covered by the indemnification and hold harmless provisions of Section 6.2, and shall include defense costs. The insurance policy or policies shall name as an additional insured the Franchising Authority, and in their capacity as such, its officers, agents, representatives and employees. Grantee shall provide a Certificate of Insurance to the Franchising Authority upon final execution of this Franchise evidencing coverage and compliance with the terms and conditions of this Franchise. Additionally, the Grantee shall maintain in full force and effect, Automobile Liability insurance with limits of no less than \$500,000 combined single limit per accident for bodily injury and property damage. The insurance policy or policies required herein shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. In no event shall insurance coverage be provided by the Grantee in amounts less than those set forth herein or less than federal or state statutory limits and requirements, including, but not limited to governmental immunity cap limits for municipal corporations, as set forth in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended. The Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended, of the Governmental Immunity Act of Utah, as calculated by the State risk manager every two years and stated in Utah Admin. Code R37-4-3, as amended. If the State of Utah authorizes a Grantee to self-insure, the Grantee may exercise its right to self-insure so long as the minimum insurance coverages described herein are met and maintained.

6.2 Indemnification. To the extent permitted by law, Grantee shall at all times fully indemnify, defend, protect, and hold harmless, the Franchising Authority, its officers, boards, representatives, agents and employees, from and against any and all claims, suits, actions, judgments, demands, liens, penalties, and all liability for damages of whatsoever kind, whether compensatory or punitive, either at law or in equity, which might be claimed now or in the future, including, but not limited to, any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of or caused by the Grantee's, its agents, employees, contractors, subcontractors, independent contractors, or implied or authorized representatives, construction, operation, location, repair, replacement, removal, restoration or maintenance of the Cable System, including, but not limited to, reasonable attorney's fees and costs, incurred by the Franchising Authority in defense of such claims, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within thirty (30) days of receipt of a claim or action pursuant to this Section. Notwithstanding the foregoing, the Grantee shall not be required to indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority. Nothing herein shall be construed to prevent the Franchising Authority from raising any defense under the Governmental Immunity Act with regard to claims from third parties. The indemnity provisions contained herein shall survive the expiration, revocation or termination of this Franchise.

SECTION 7

Enforcement and Termination of Franchise

7.1 Grounds for Termination. The Franchising Authority may terminate or revoke this Franchise and all rights and privileges herein provided for any of the following reasons:

A. The Grantee fails to make timely payments of the Franchise Fee as required under Section 4 of this Agreement and does not correct such failure within thirty (30) calendar days after written notice by the Franchising Authority of such failure; or

B. The Grantee, by act or omission, materially violates a material duty herein set forth in any particular within the Grantee's control, and with respect to which redress is not otherwise herein provided. In such event, the Franchising Authority, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Grantee notice of such determination, the Grantee, within thirty (30) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have sixty (60) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 60-day period and failure to correct such conditions, the Franchising Authority may declare the franchise forfeited and this Franchise terminated, and thereupon, the Grantee shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 60-day time period provided above, the Franchising Authority shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Grantee.

7.2 Breach of Contract. In addition to any other remedy provided herein or by law, in the event the Grantee or the Franchising Authority fails to fulfill any of their respective obligations under this Franchise, the Franchising Authority or the Grantee, whichever the case may be, shall have a breach of contract claim and remedy against the other; provided, however, that no remedy that would have the effect of amending the specific provisions of this Franchise shall become effective without such action that would be necessary to formally amend the Franchise.

7.3 Third Party Beneficiaries. The benefits and protection provided by this Franchise shall inure solely to the benefit of the Franchising Authority and the Grantee. This Franchise shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of the Parties hereto).

7.4 Bonds and Surety. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may be ultimately borne by the Subscribers in the form of increased rates for Cable Services. The Franchising Authority expressly reserves the right to require such bonds in the future. In the event that bonding is required in the future, the Franchising Authority shall provide Grantee at least sixty (60) days prior written notice thereof stating the reason for the requirement. Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment and excavation permits for work done within Public Rights-of -Way and other bond and surety requirements of general applicability.

7.5 Termination by Grantee. Notwithstanding any other provision of this Franchise to the contrary, Grantee may terminate this Franchise with or without cause six (6) months after giving the Franchising Authority and Grantee's customers notice of Grantee's intent to terminate. Within 180 days from the date of termination of this Franchise, the Grantee shall commence removal of any ground mounted or above-ground Cable System facilities from the Public Right-of-Way; provided, however, with the written consent of the Franchising Authority, the Grantee may abandon its property. The Grantee shall repair and restore all property, public or private, that is disrupted, damaged or destroyed as a result of such removal.

7.6 Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of Franchising Authority to seek or obtain judicial relief from a violation of any provision of the Franchise or any regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Franchising Authority to recover monetary damages for such violation by the Grantee, or judicial enforcement of the Grantee's obligations by means of specific performance, injunction, or any other judicial remedy at law or in equity.

7.7 Failure to Enforce Not a Waiver. Grantee shall not be excused or relieved from complying with any of the terms and conditions of this Franchise by any failure of the Franchising Authority, or its officers, representatives, agents or employees, to seek compliance or enforcement of such terms and conditions. The failure of the Franchising Authority to exercise a particular remedy at any time shall not waive the Franchising Authority's right to terminate, assess penalties, or assert any other remedy at law or in equity for that or any future breach or default by the Grantee.

SECTION 8

Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a specific time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time shall be considered to be a violation of this Franchise. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld. Nothing in this Section shall nullify or supersede the provisions of Section 7.7 regarding no waiver for failure to enforce the provisions of this Franchise.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority with respect to the subject matter set forth herein and it supersedes all prior oral negotiations between the Parties.

8.3 Notice. Unless otherwise expressly provided for in this Franchise, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing and directed to the recipient at the address(es) set forth in this Section. Notices or responses may be served personally or by first class, postage pre-paid, certified or

registered United States mail. Notice or response shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, or b) upon receipt when sent certified or registered mail.

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

City of Holladay
Attn: City Manager
4580 S. 2300 E.
Holladay, Utah 84117

With a copy to:

Hayes Godfrey Bell, P.C.
Attn: City of Holladay Attorney
2118 East 3900 South, Suite 300
Holladay, Utah 84124

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

Comcast Cable
9602 South 300 West
Sandy UT 84070

With a copy to:

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

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this Section.

8.4 Descriptive Headings. The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 Applicable Law. The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah, except where expressly preempted by federal law. The Parties agree that in any legal action taken under the terms of this Franchise venue shall lie exclusively within the State of Utah.

8.7. Attorneys' Fees. In the event either party brings legal action against the other party or such party's bonding company or insurance carriers to compel performance of or to recover for breach of any covenant, agreement, or condition contained in this Franchise, or for damages, the prevailing party shall be entitled to such reasonable attorneys' fees as are fixed by the judge of the court in which such action is brought.

8.8 Force Majeure. Neither party shall be liable for any delay or failure in the keeping or performance of its obligations under this Franchise during the time and to the extent that any such failure is due to acts of God, power outages, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided, the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum. The provisions of this Section are intended to excuse Grantee from performance of its obligations hereunder during the time and to the extent such failure is due to specified grounds beyond Grantee's control, fault or negligence, and shall not otherwise relieve Grantee from its liability, insurance and indemnification obligations set forth in this Franchise.

8.9. Relationship. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the Parties or to impose a trust, partnership or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

8.10. No Warranties or Guarantees. Grantee accepts any privileges granted by the Franchising Authority to the Public Rights-of-Way in an "as is" condition. Grantee agrees that the Franchising Authority has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of its Cable System in the Public Rights-of-Way or possible hazards or dangers arising from other uses of the public right-of-way by the Franchising Authority, other utilities, or the general public. Except as otherwise expressly provided herein, Grantee, and not the Franchising Authority, shall be liable for the function, testing, maintenance, replacement and/or repair of the Cable System or other activities permitted under this Franchise.

8.11. Limitations. Except as otherwise expressly provided herein regarding the Franchising Authority's negligent acts or omissions, this Franchise shall not create any duty of the Franchising Authority or any of its officials, employees or agents, and no liability shall arise from any action or failure to act by the Franchising Authority or any of its officials, employees or agents in the exercise of powers reserved to the Franchising Authority; provided, the rights

granted hereunder shall be binding upon and enforceable against the Franchising Authority. Further, this Franchise is not intended to acknowledge, create, imply or expand any duty or liability of the Franchising Authority with respect to any function in the exercise of its police power.

8.12. General Reservation. Nothing herein contained shall be construed so as to exempt Grantee from compliance with all ordinances of the Franchising Authority now in effect or which may be hereafter adopted which are not inconsistent with the terms of this Franchise and that are not preempted by federal or state law. The enumeration herein of specific rights reserved shall not be construed as exclusive, or as limiting the general reservation herein made, or as limiting such rights as the Franchising Authority may now or hereafter have in law.

8.13. Binding Agreement. The Parties represent that when executed by their respective Parties, this Franchise shall constitute legal and binding obligations of the Parties; and that each party has complied with all applicable statutes, ordinances, resolutions, by-laws and other legal requirements applicable in entering into this Franchise. Grantee represents and warrants that it has full authority to enter into and to perform the obligations and responsibilities of this Franchise and that it is not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof. This Franchise shall be binding upon the authorized successors, administrators and assigns of each of the Parties.

8.14 Amendments. Any amendments to this Franchise shall be mutually agreed to in writing by the Parties; provided, modifications to this Franchise may be made in accordance with and subject to the judicial and/or public proceeding procedures as set forth in the Cable Act, including, but not limited to 47 U.S.C. § 545, as amended.

8.15 Effective Date. The Effective Date of this Franchise is _____, 2016. Pursuant and subject to the provisions of this Franchise, this Franchise shall expire on the 30th day of September, 2015, unless extended or renewed by the mutual agreement of the Parties in accordance with applicable provisions of the Cable Act.

[Signature page to follow]

City of Holladay 2017 Priorities

At the City of Holladay's City Council retreat on January 5, 2017, Council Members identified the following priorities:

Council Priorities for the Next 3-5 Years

1. Revenue Stability (focus on not creating unfunded liabilities, or kicking the can down the road).
Discussion of our overall tax base and the MET.
2. Cottonwood Mall
3. Long term Capital Plan
4. Harmons
5. Long Range Municipal Services Plan, designed to provide with the City with a range of options
6. Public Works (Millcreek, Road Maintenance and Repair)
7. Facilities Maintenance and handicapped access
8. Arts Funding
9. Council Chambers/Mt. Olympus Room Sound/Video Upgrade
10. Internal Staffing/Building Administrative Capacity
11. Knudsen Park
12. Justice Court structure
13. Programming space review of City Hall
14. Cotton Bottom
15. Finish City Hall Park
16. Long term sustainable residential plan (affordability, housing that matches our demographics)
17. Engage with our residents (citizen survey, social media)
18. 6200 S. Highland plan
19. 6200 S. and Holladay Blvd. intersection
20. Deer Mitigation position

Priorities for 2017

1. Revenue Stability
2. Cottonwood Mall
3. Long term Capital Plan
4. Harmon's
5. Arts Funding
6. Council Chambers/Mt. Olympus Room upgrade
7. Building Administrative Capacity
8. Knudsen Park
9. Cotton Bottom
10. City Hall Park
11. Engage with our residents
12. Deer Mitigation position

Progress Report on 2017 Priorities:

1. **Revenue Stability** – The adopted FY 2017-18 budget includes use of Fund Balance, as well as MET revenue that are available due in a reduction in debt service payments on the 2008 road bond.
2. **Cottonwood Mall** – In early spring, Ivory Development notified the City that they were working with the current owner of the property to secure an option and ultimately develop the site. To date, an updated plan has not been presented to the City.
3. **Long term Capital Plan** – Salt Lake County completed a study of the condition of our pavement, and provided a numerical index of the condition of each road in the city. City staff is currently compiling similar information for other key infrastructure, including canal and storm water improvements, bridges, canal crossing, traffic signal etc. Ultimately, this information will be tied to financial options.
4. **Harmon's** – In early 2017, the City approved the plan for the site and entered into an agreement to share increment with the property owner for the remainder of the Holladay Village RDA.
5. **Arts Funding** –The adopted FY 2017-18 budget includes \$7,500 to support the Arts Council's Concert on the Commons/Summer Concert series. In addition, the Council approved the funding of a half time City employee to serve as the Executive Director of the Arts Council.
6. **Council Chambers/Mt. Olympus Room upgrade**— The adopted FY 2017-18 budget did not include a specific set-aside to improve Council Chambers or the Mt. Olympus room. Current funding may be available in the existing operating budget, depending upon the scope of the project.
7. **Building Administrative Capacity** – The adopted FY 2017-18 budget includes an additional position, Assistant to the City Manager. A job description for this position is currently being written, and the position will be posted within the next week.
8. **Knudsen Park**—The City issued an RFP for a design/build firm, and is currently engaging in contract negotiations with the selected contractors. We expect the City Council will consider the contract within the next month.
9. **Cotton Bottom** – The City is currently considering a number of options with this property.
10. **City Hall Park** – The current phase of the Park, including the planting of numerous trees, the construction of a new pavilion, and the improvement of concrete near the playground is now complete. The next phase, which may commence this fall or next spring, depending on

contractor availability, will likely include a trellis/swing structure near the ball field, multi-use courts, as well as a storage shed.

11. **Engage with our residents** – The City completed an update of the City’s website, and is engaging with residents on a number of social media platforms, including Facebook, Twitter, and NextDoor. Currently, Next Door appears to be the most successful platform to provide information to residents. In addition, the FY 2017-18 budget includes funding for a citizen survey, which is planned for the fall of this year.

12. **Deer Mitigation position** – After much consideration, the City Council determined in the early part of this year not to pursue a mitigation plan for deer in our community at this time.

MEMORANDUM

TO: HOLLADAY CITY COUNCIL
FROM: STAFF
SUBJECT: BLOOMBERG FOUNDATION | MAYORS CHALLENGE | IDEA ACCELERATOR WORKSHOP
DATE: AUGUST 3, 2017
CC: GINA CHAMNESS

The City of Holladay was recently selected to receive a free, on-site Mayors Challenge - Idea Accelerator Workshop, sponsored by Bloomberg Philanthropies, on August 29, 2017. The Idea Accelerator Workshop is a full-day facilitated session designed to kickstart the development of the City's idea to address a critical problem. A consultant, Barbara Morgan, from Bloomberg Philanthropies, is assigned to facilitate the on-site Holladay Workshop. During the workshop, Holladay representatives will learn about and apply tools and methods that will help better understand an urgent problem facing the City.

The Accelerator Workshop was designed to be helpful to cities at all stages of idea development. At their respective workshops, some cities will be deciding what urgent problem to address, some cities will know what problem they want to solve but won't yet have an idea for a solution, and others will have a very early sense of what their solution might be.

Before the workshop, Holladay does need to provide a response to a pre-workshop survey. Here's a sample of the questions:

- What are the most pressing issues affecting your city?
- Who are the most important stakeholders or influencers that affect this problem area?
- Who should be in the room for the Idea Accelerator Workshop to make it a success? (Think about engaging about 10-15 people total to include a broad representation of cross-departmental staff, elected and appointed officials, citizens, University partners, stakeholders, issue-specialized professionals, and those with on-the-ground operations experience.)

Some initial ideas for Holladay's workshop include the development of the Cottonwood site and the future stormwater management needs in the context of the City's aging irrigation system. Only one idea will be the subject of the workshop.

ACTION: Staff is seeking City Council input on the top issues facing the City of Holladay that are currently without a solution.