

# River Heights City

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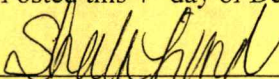
## COUNCIL MEETING AGENDA

**Tuesday, December 8, 2015**

Notice is hereby given that the River Heights City Council will hold its regular council meeting beginning at 5:00 p.m. in the River Heights City Office Building at 520 S 500 E.

- 5:00 p.m.      Opening Remarks and Pledge of Allegiance
- 5:05 p.m.      Adoption of Previous Minutes and Agenda  
Pay Bills  
Purchase Requisitions  
Finance Director Report  
Public Works Report  
Administrative Report  
Public Comment
- 5:15 p.m.      Approval of 600 East Road Project Changes
- 5:25 p.m.      Adoption of a Franchise Agreement between River Heights and Comcast
- 5:35 p.m.      Mayor and Council Reports
- 5:45 p.m.      Adjourn

Posted this 4<sup>th</sup> day of December 2015

  
\_\_\_\_\_  
Sheila Lind, Recorder

In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sheila Lind, (435) 770-2061 at least 24 hours before the meeting.

# River Heights City

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3 December 8, 2015  
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6 Present were: Mayor James Brackner  
7 Council members: Doug Clausen  
8 Robert "K" Scott  
9 Geoff Smith  
10 Dixie Wilson

11 Recorder Sheila Lind  
12 Public Works Director Clayton Nelson  
14 Treasurer Wendy Wilker

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16 Excused Councilmember Blake Wright  
17 Finance Director Clifford Grover

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19 Others Present: Gayle Brackner, Cindy Schaub  
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21 The following motions were made during the meeting:  
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23 Motion #1

24 Councilmember Clausen moved to "adopt the minutes of the November 24, 2015 Council  
25 Meeting, and the evening's agenda." Councilmember Wilson seconded the motion, which passed with  
26 Clausen, Scott, Smith and Wilson in favor. Wright was absent. No one opposed.  
27

28 Motion #2

29 Councilmember Clausen moved to "pay the bills as noted, removing the Staker Parsons line  
30 item because it is a retainer, adding the Thurcon bill of \$530 and moving \$5,125 of the Forsgren bill  
31 from water to roads." Councilmember Scott seconded the motion, which passed with Clausen, Scott,  
32 Smith and Wilson in favor. Wright was absent. No one opposed.  
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34 Motion #3

35 Councilmember Clausen moved to "adopt the changes to the 600 East Road Project in the  
36 amount of \$10,846.40." Councilmember Smith seconded the motion, which carried with Clausen,  
37 Smith and Scott in favor. Wilson voted 'nay,' not because she didn't want Parsons to be paid, but  
38 because she'd like the city to find a better system of bidding. Wright was absent.  
39

40 Motion #4

41 Councilmember Clausen moved to "adopt the Franchise Agreement between River Heights  
42 City, Utah and Comcast of Indiana/Kentucky/Utah Inc." Councilmember Wilson seconded the  
43 motion, which carried with Clausen, Scott, Smith and Wilson in favor. Wright was absent. No one  
44 opposed.  
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Proceedings of the Meeting:

The River Heights City Council met at 5:00 p.m. in the Ervin R. Crosbie Council Chambers in the River Heights City Building on Tuesday, December 8, 2015.

Opening Remarks and Pledge of Allegiance: Mayor Brackner expressed gratitude for being able to work with all those associated with the city. Councilmember Smith led the group in the Pledge of Allegiance.

Adoption of Previous Minutes and Agenda: Minutes of the November 24, 2015 Council Meeting, were reviewed.

**Councilmember Clausen moved to “adopt the minutes of the November 24, 2015 Council Meeting, and the evening’s agenda.” Councilmember Wilson seconded the motion, which passed with Clausen, Scott, Smith and Wilson in favor. Wright was absent. No one opposed.**

Pay Bills: The bills were presented and discussed. Treasurer Wilker explained an unlisted invoice from Thurcon, in the amount of \$530, for asphalt repair. The amount will be split between parks and streets. PWD Nelson informed that the 650 South project hasn’t been totally completed therefore, the Staker Parsons retainer shouldn’t be paid yet. Councilmember Clausen had a question about the \$5,125 bill from Forsgren, which is being taken out of the water budget. Ms. Wilker corrected that it should be shown in the roads budget.

**Councilmember Clausen moved to “pay the bills as noted, removing the Staker Parsons line item because it is a retainer, adding the Thurcon bill of \$530 and moving \$5,125 of the Forsgren bill from water to roads.” Councilmember Scott seconded the motion, which passed with Clausen, Scott, Smith and Wilson in favor. Wright was absent. No one opposed.**

Finance Director Report: In the absence of FD Grover, Mayor Brackner reported the bank balance as \$1,184,422. Within a few weeks the 600 East Road Project bill will be paid which will take it down to \$940,000.

Purchase Requisition Requests: There were none.

Public Works Report and Discussion: PWD Nelson reported on the following:

- The final walk through on 600 East Road Project was done today. Things looked really good. There were a few minimal things to finish up. The city will hold a retainer until the items are finished.
- He will do some flow testing for fire lines to determine what Conservice will need to have in their building.
- The sidewalk replacement on 650 South was done today, as well as a section by the school.
- Nyman Mortuary’s resubmitted Zoning Clearance Permit has been approved. They are now working with the county building department.

Administrative Report: Recorder Lind reported the new website should be up next week.

Public Comment: There was none.

Approval of 600 East Road Project Changes: PWD Nelson explained the biggest of the changes to the project was the addition of a storm drain collection box coming off of the hill. They were worried about the possibility of some homes on 350 South getting flooded. The road design will direct the storm water to the box, which will also take irrigation water. Because of this addition, some other things needed to be tweaked to make sure everything lined up. Councilmember Wilson asked why the engineers didn’t design it with the box to begin with. She doesn’t feel the city should foot the whole bill when it wasn’t engineered properly. PWD Nelson explained that often times, once a project is underway, better ideas often come to light. The original design would have worked but this is a better way. They also found gas and fiber optics lines underground where they wanted to put the box,

3 so adjustments needed to be made. He feels Parsons did a great job at seeing the issues and bringing  
4 them up so decisions could be made before they moved along.

95 PWD Nelson would like to see the engineers give a bid for overseeing the project so their bill  
96 doesn't escalate. He suggested added 5-6% to project bids since there hasn't been a project yet that  
97 hasn't been changed after it's started. Councilmember Clausen agreed that this will continue to  
98 happen, it's the nature of the business. Councilmember Wilson felt a bid should be held to the original  
99 cost.

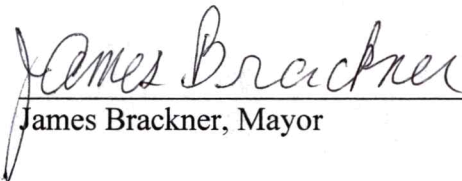
100 **Councilmember Clausen moved to "adopt the changes to the 600 East Road Project in the**  
101 **amount of \$10,846.40." Councilmember Smith seconded the motion, which carried with**  
102 **Clausen, Smith and Scott in favor. Wilson voted 'nay,' not because she didn't want Parsons to**  
103 **be paid, but because she'd like the city to find a better system of bidding. Wright was absent.**


104 Adoption of a Franchise Agreement between River Heights and Comcast: Mayor Brackner  
105 gave a summary of the contract negotiations he has had. City Attorney Jenkins and Comcast worked  
106 through it for about a month. Comcast originally wanted a 15 year agreement, but Mayor Brackner  
107 talked them down to 10 years. The original document stated a 3% franchise fee, which was a mistake.  
108 It was changed to 5%, to continue what it has been. Discussion was held on whether the city collects  
109 any franchise fees from Dish, Direct TV and Century Link. Mayor Brackner will check into this.

110 **Councilmember Clausen moved to "adopt the Franchise Agreement between River**  
111 **Heights City, Utah and Comcast of Indiana/Kentucky/Utah Inc." Councilmember Wilson**  
112 **seconded the motion, which carried with Clausen, Scott, Smith and Wilson in favor. Wright was**  
113 **absent. No one opposed.**

114 Mayor and Council Reports: Councilmember Smith thanked those that helped with the Tree  
5 Lighting Event.

6 The meeting adjourned at 5:45 p.m.

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James Brackner, Mayor

  
Sheila Lind, Recorder

River Heights City Bills To Be Paid

December 8, 2015

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Off.	Roads	Water	Sewer	Total
1	AT&T Mobility	City Owned Cell Phones	\$85.64						\$85.54	\$85.69	\$256.87
2	Caselle, Inc.	Monthly Contract Support	\$91.69						\$91.66	\$91.65	\$275.00
3	Chevron & Texaco	Fuel for City Vehicles						\$35.12	\$35.11	\$35.11	\$105.34
4	City of Logan	Sewer Treatment, 911, Sanitation	\$10,418.95			\$1,821.00				\$6,186.25	\$18,426.20
5	Daines & Jenkins	Legal Fees	\$320.00								\$320.00
6	Denny's Stationery	Printer Cartridge/Treasurer's	\$50.40								\$50.40
7	Forsgren & Associates, Inc.	600 East, 650 East, Conservice		\$375.00					← \$5,125.00		\$5,500.00
8	Google, Inc.	Google Account/Monthly	\$15.27								\$15.27
9	Macey's	Christmas Tree Lighting-Donuts					\$149.80				\$149.80
10	Napa Auto Parts	Antifreeze, Oil, Booster Cable						\$91.83	\$45.92	\$45.92	\$183.67
11	Renegade Sports	Split wood tools-Parks and Street Clearing			\$17.50			\$17.49	\$17.50	\$17.50	\$69.99
12	Rocky Mountain Power	Electricity	\$110.02		\$83.18	\$22.57		\$1,202.31	\$2,020.71	\$49.15	\$3,487.94
13	Sam's Club	Annual Membership, Office Supplies	\$87.61								\$87.61
14	Secure Instant Payments	Monthly Billing-Online Payments	\$15.32						\$15.32	\$15.31	\$45.95
15	<del>Staker Parsons</del>	<del>650 South Street Retainer</del>						<del>\$2,570.50</del>			<del>\$2,570.50</del>
16	Thomas Petroleum	Propane			\$2.52			\$2.52	\$2.52	\$2.51	\$10.07
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18	Thurcon				265.00			265.00			530.00
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Page 1 SubTotals \$11,194.90 \$375.00 \$103.20 \$1,843.57 \$149.80 \$3,919.77 \$7,439.28 \$6,529.09 \$31,554.61

Page 1 Total Amount to be Paid \$31,554.61

**RIVER HEIGHTS CITY  
COMBINED CASH INVESTMENT  
RUNNING TOTAL - LAST 12 MONTHS**

Combined Cash Accounts	Final Jan-15	Final Feb-15	Final Mar-15	Final Apr-15	Final May-15	Final Jun-15	Final Jul-15	Final Aug-15	Final Sep-15	Final Oct-15	Final Nov-15	Final Dec-15
01-1010 Checking-General	156,647.98	212,242.41	267,048.75	299,526.00	325,256.78	365,848.50	334,153.85	300,289.62	303,312.15	306,337.43	381,042.03	404,169.21
01-1020 PTIF	47,808.56	47,848.18	47,869.70	47,891.24	47,913.85	47,935.94	47,959.51	47,984.35	48,009.47	48,009.47	48,063.29	48,063.29
01-1025 Zions Savings	239,100.65	239,100.65	239,177.31	239,177.31	239,177.31	239,254.84	239,254.84	239,254.84	239,333.25	239,333.25	239,333.25	239,333.25
01-1030 Lewiston Savings	245,698.82	245,698.82	245,789.69	245,789.69	245,789.69	245,881.61	245,881.61	245,881.61	245,974.57	245,974.57	245,974.57	245,974.57
01-1035 Cache Valley Savings	246,340.54	246,436.11	246,486.34	246,534.96	246,580.21	246,633.85	246,633.85	246,734.40	246,783.07	246,783.07	246,882.06	246,882.06
01-1075 Utility Cash Clearing Account		(607.42)					81.95	-	-	-	-	-
<b>Total Combined Cash</b>	<b>935,596.55</b>	<b>990,718.75</b>	<b>1,046,371.79</b>	<b>1,078,919.20</b>	<b>1,104,717.84</b>	<b>1,145,554.74</b>	<b>1,113,965.61</b>	<b>1,080,144.82</b>	<b>1,083,412.51</b>	<b>1,086,437.79</b>	<b>1,161,295.20</b>	<b>1,184,422.38</b>
01-1000 Cash Allocated to Other Funds	(935,596.55)	(990,718.75)	(1,046,371.79)	(1,078,919.20)	(1,104,717.84)	(1,145,554.74)	(1,113,965.61)	(1,080,144.82)	(1,083,412.51)	(1,086,437.79)	(1,161,295.20)	(1,184,422.38)
<b>Total Unallocated Cash</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Cash Allocation Reconciliation</b>												
10 Allocation to General Fund	176,250.67	212,855.34	232,409.48	251,942.62	273,360.86	320,732.47	305,720.15	314,595.33	318,676.55	296,283.59	201,335.50	205,382.41
40 Allocation to Capital Projects Fund	210,590.21	210,620.80	210,672.59	207,316.36	193,316.70	177,740.14	177,381.74	122,004.72	91,620.68	84,608.18	193,907.56	193,907.56
51 Allocation to Water Fund	138,565.72	151,401.43	171,356.48	193,692.51	205,222.92	213,858.64	196,736.98	211,960.39	232,987.35	263,641.55	302,160.33	313,022.24
52 Allocation to Sewer Fund	410,189.95	415,841.18	431,933.24	425,967.71	432,817.36	433,223.49	434,126.74	431,584.38	440,127.93	441,904.47	463,891.81	472,110.17
<b>Total Allocations from Other Funds</b>	<b>935,596.55</b>	<b>990,718.75</b>	<b>1,046,371.79</b>	<b>1,078,919.20</b>	<b>1,104,717.84</b>	<b>1,145,554.74</b>	<b>1,113,965.61</b>	<b>1,080,144.82</b>	<b>1,083,412.51</b>	<b>1,086,437.79</b>	<b>1,161,295.20</b>	<b>1,184,422.38</b>
<b>Allocations from Combined Cash Fund</b>	<b>(935,596.55)</b>	<b>(990,718.75)</b>	<b>(1,046,371.79)</b>	<b>(1,078,919.20)</b>	<b>(1,104,717.84)</b>	<b>(1,145,554.74)</b>	<b>(1,113,965.61)</b>	<b>(1,080,144.82)</b>	<b>(1,083,412.51)</b>	<b>(1,086,437.79)</b>	<b>(1,161,295.20)</b>	<b>(1,184,422.38)</b>
<b>Check - Allocations Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**FRANCHISE AGREEMENT BETWEEN RIVER HEIGHTS CITY, UTAH AND  
COMCAST OF INDIANA/ KENTUCKY/ UTAH INC.**

**2015**

This Franchise Agreement (“Franchise”) is between River Heights City, hereinafter referred to as the “Franchising Authority” and Comcast of Indiana/Kentucky/Utah Inc., hereinafter referred to as the “Grantee”.

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future 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 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “Affiliate” when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- B. “Basic Cable” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- C. “Cable Act” means Title VI of the Communications Act of 1934, as amended.
- D. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- E. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

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

G. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System within the Franchise Area.

H. "Franchising Authority" means River Heights City, within the State of Utah, or the lawful successor, transferee, or assignee thereof.

I. "Grantee" means Comcast of Utah II, Inc., or the lawful successor, transferee, or assignee thereof.

J. "Gross Revenue" means any and all revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee, according to generally accepted accounting principles consistently applied, that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Ways in the Service Area. Gross Revenues include, but are not limited to, basic, expanded basic, and pay service revenues, revenues from installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.

Gross Revenues do not include (i) revenue from sources excluded by law; (ii) revenue derived by Grantee from services provided to its Affiliates; (iii) late payment fees; (iv) charges other than those described above that are aggregated or bundled with amounts billed to Cable Service Subscribers such as charges for Broadband or Telephone services; (v) fees or taxes which are imposed directly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC User Fee; (vi) revenue which cannot be collected by the Grantee and are identified as bad debt, provided, that if revenue previously representing bad debt is collected, this revenue shall then at time of collection be included in Gross Revenues for the collection period; (vii) refundable deposits, investment income, programming launch support payments, or advertising sales commissions; and (viii) Internet services to the extent that such service is not considered to be a Cable Service as defined by law.

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

L. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the



Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over wires, cables, conductors, ducts, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

M. "Service Area" means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

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

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

## **SECTION 2**

### **Grant of Franchise**

**2.1 Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

**2.2 Other Ordinances.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and County ordinances and regulations enacted pursuant thereto. Notwithstanding the foregoing, the Franchising Authority may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

## 2.3 Competitive Equity.

### (A) Overview.

The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchising Authority; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind. Furthermore, if the Franchising Authority authorizes or permits a competitor to Grantee to operate within the Franchise Area, it shall do so on condition that such competitor or entity indemnify and hold harmless the Grantee for and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, conducting inspections and generally in creating infrastructure improvements for the other entity.

### (B) New Video Service Provider

Notwithstanding any other provision in this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchising Authority, or (ii) otherwise begins to provide video services to subscribers in the Franchising Authority (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchising Authority under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

### (C) No Written Agreement between Franchising Authority and Third Party VSP

If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSP's, taking into account the terms and conditions under which other VSP's are allowed to provide video services to subscribers within the boundaries of the Franchising Authority.

(D) Effect of this Section on the Overall Agreement

Any agreement, authorization, right or determination to provide video services to subscribers in the Franchising Authority under any provision under this Section 2.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

(E) VSP Defined

The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet Protocol based services.

2.4 **Term**. The Franchise granted hereunder shall be for an initial term of ~~Fifteen (15)~~ <sup>ten (10)</sup> years commencing on the effective date of the Franchise as set forth in subsection 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

### **SECTION 3**

#### **Standards of Service**

3.1 **Conditions of Occupancy**. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 **Restoration of Public Ways**. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 **Relocation for the Franchising Authority**. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall at its own expense protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services. Grantee shall not be required to pay for the relocation

of Cable System facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, in cases where the original location of the facilities was approved by Franchising Authority through the permitting process

In the event of an emergency, the Franchising Authority shall notify the Grantee, who shall immediately respond to the emergency. Should the Grantee be unable to respond in a timely manner, the Franchising Authority shall take such action as is necessary to meet the emergency.

The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any person using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, then the Franchising Authority shall make application for such funds on behalf of the Grantee.

**3.4 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

**3.5 Trimming of Trees and Shrubbery.** The Grantee shall have the authority to trim trees or other natural growth in the public way in order to access and maintain the Cable System.

**3.6 Safety Requirements.** Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

**3.7 Aerial and Underground Construction.** Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid.

In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality.

In any region(s) of the Franchise Area where the transmission of distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Section shall require the

Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.

**3.8 Access to Open Trenches.** The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench.

**3.9 Required Extensions of the Cable System.** Nothing in this Agreement requires Grantee to build to all areas of the Franchise Authority. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

**3.10 Subscriber Charges for Extensions of the Cable System.** The Grantee may, at Grantee's discretion, extend the Cable System to Subscriber(s) in the Service Area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, in the event Grantee decides to extend the Cable System, the Grantee will contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of unserved residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any non-Standard Installation charges to extend the Cable System from the tap to the residence.

**3.11 Cable Service to Public Buildings.** The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such

buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

**3.12 Technical Standards.** The Grantee is responsible for ensuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

**3.13 Emergency Use.**

A. In accordance with and at the time required by the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, and as other provisions which may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Regulations, Section 11.18.

B. The Franchising Authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

**3.14 Reimbursement of Costs.** If funds are available to any Person using the Public Way for the purpose of defraying the cost of any act contemplated in this Agreement, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

**3.15 Customer Service Standards.** The Franchising Authority hereby adopts the customer service standards set forth in Part 76, § 76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

**3.16 Fees and Charges to Customers** All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

**3.17 Customer Bills and Privacy** Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 3.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(C) of the Cable Act (47 U.S.C. 542(c)). The Grantee shall also comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

## **SECTION 4**

### **Regulation by the Franchising Authority**

#### **4.1 Franchise Fee.**

A. <sup>5</sup> The Grantee shall pay to the Franchising Authority a franchise fee equal to three percent (3%) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise) received by the Grantee from operation of the Cable System to provide Cable Service in the Franchise Area; provided however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. 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. Payments shall be made by Grantee to the Franchising Authority on a quarterly basis, within sixty (60) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

**4.2 Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

#### **4.3 Renewal of Franchise.**

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express provisions of Section 626 of the Cable Act.

**4.4 Conditions of Sale.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

**4.5 Transfer of Franchise.** The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.



## SECTION 5

### Oversight and Regulation by Franchising Authority

**5.1 Books and Records** The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

## SECTION 6

### Insurance and Indemnification

**6.1 Insurance Requirements**. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon commencement of this Franchise Agreement, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

**6.2 Indemnification**. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its elected officials, officers, employees, agents and volunteers from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority to the extent of any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

## SECTION 7

### Enforcement and Termination of Franchise

**7.1 Notice of Violation.** In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

**7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

**7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

**7.4 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

**7.5 Revocation.** Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least

thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. The hearing shall be held in accordance with the Utah Administrative Procedures Act.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

**7.6 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

## **SECTION 8**

### **Miscellaneous Provisions**

**8.1 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**8.2 Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

**8.3 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in

writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

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

River Heights City  
Attn: Mayor  
520 S. 500 E.  
River Heights, Utah 84321

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

Comcast Cable Communications  
Attn: Government Affairs  
9602 South 300 West  
Sandy UT 84070

with a copy to:

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

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

**8.4 Descriptive Headings.** The captions to 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 Effective Date.** The effective date of this Franchise is the 8<sup>th</sup> day of December, 2015 pursuant to the provisions of applicable law. This Franchise shall expire on the 8<sup>th</sup> day of December of ~~2030~~  
2025 unless extended by the mutual agreement of the parties.

IN WITNESS WHEREOF, the City has entered into this Franchise Agreement on the date first considered above.

River Heights City

Signature: \_\_\_\_\_  
James Brackner, Mayor

ATTEST:

\_\_\_\_\_  
Shiela Lind  
City Recorder

Accepted this \_\_\_\_ day of December, 2015, subject to applicable federal, state and local law

Comcast of Indiana/ Kentucky/ Utah Inc.

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



**STAKER | PARSON**  
C O M P A N I E S

**STAKER & PARSON COMPANIES DBA**  
**JACK B. PARSON COMPANIES**  
**The Preferred Source**

Ogden - 2350 S. 1900 WY. \* P.O. Box 3429 \* Ogden, Utah 84409-1429 \* Phone 801-731-1111 \* Fax 801-409-2687  
Brigham City - P.O. Box 517 \* Brigham City, Utah 84302 \* Phone 435-723-5216 \* Fax 435-723-9343  
Smithfield - P.O. Box 65 \* Smithfield, Utah 84335 \* Phone 435-563-3242 \* Fax 435-563-9480

**Sand & Rock Products • Concrete • Asphalt • Paving • Construction • Earthwork • Hauling**

<b>To:</b>	River Heights City	<b>Contact:</b>	Eric
<b>Address:</b>	520 S 500 E River Heights, UT 84321	<b>Phone:</b>	(435) 752-2646
		<b>Fax:</b>	(435) 752-2646
<b>Project Name:</b>	River Heights 600 E CO#3	<b>Bid Number:</b>	231797
<b>Project Location:</b>	Stewart Hill Drive, River Heights, UT	<b>Bid Date:</b>	11/25/2015

**JOB SPECIFICATION AND PRICE:**

**(IF UNIT PRICES ARE QUOTED, UNITS WILL BE MEASURED ON COMPLETION AND INVOICED AT UNIT PRICES QUOTED).**

**IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT**

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	906	Excavation And Backfill For <u>Lower Questar Gas Line</u> , Including 1 Load Of Sand For Backfill Material	1.00	LS	\$1,504.000	\$1,504.00
	907	Install 8" PVC Pipe With 45 Degree Bend And Collars. <i>CATCH BASIN IN 600 E</i>	23.00	LF	\$42.000	\$966.00
	908	Standby Time And Engineering For New Curb Box South Of The Irrigation Structure <i>CATCH BASIN IN 600 E</i>	1.00	LS	\$220.000	\$220.00
<b>Total Price for above Items:</b>						<b>\$2,690.00</b>

**Schedule A**

	3a	Remove & Dispose of Existing Concrete Sidewalk Sections @ <i>350 SOUTH</i>	64.00	SF	\$3.100	\$198.40
	5a	Remove & Dispose Of Existing Bituminous Surface @ <i>350 SOUTH</i>	10.00	SY	\$19.750	\$197.50
	10a	Remove & Dispose of Existing Concrete Pavement Driveway @ <i>2+77, EAST SIDE</i>	180.00	SF	\$2.200	\$396.00
	14a	Saw Cut Asphalt @ <i>350 SOUTH</i>	1.00	LS	\$250.000	\$250.00
	22a	Construct 4' Wide Concrete Sidewalk With Retaining Wall @ <i>350 SOUTH</i>	64.00	SF	\$8.150	\$521.60
	23a	Construct 4" Thick Concrete Pavement Driveway @ <i>2+77 - EAST SIDE</i>	172.00	SF	\$3.750	\$645.00
	27a	Pit Run Structural Backfill - <i>350 SOUTH / LOW BRK</i>	50.00	CY	\$10.350	\$517.50
	28a	Construct 4" of Untreated Base Course @ <i>350 SOUTH</i>	20.00	SY	\$3.700	\$74.00
	29a	Construct 3" Thick Hot Mix Bituminous Pavement @ <i>350 SOUTH</i>	9.00	SY	\$9.600	\$86.40

**Total Price for above Schedule A Items: \$2,886.40**

**Schedule B**

	5b	Roadway Excavation (As Needed Basis) @ <i>INTERSECTION</i>	20.00	CY	\$11.250	\$225.00
	7b	Remove & Dispose of Existing Catch Basin - <i>LEAVE IN PLACE</i>	-1.00	LS	\$510.000	(\$510.00)
	10b	Construct 12" Storm Drain Pipe - <i>NOR NEEDED</i>	-5.00	LF	\$51.000	(\$255.00)
	17b	Pit Run Structural Backfill @ <i>INTERSECTION / ROADS</i>	186.00	CY	\$15.000	\$2,790.00
	9b.1	Restocking Fee For 1 Catch Basin's Delivered To Job	1.00	LS	\$250.000	\$250.00
	9b.2	Jack Hammer And Remove Catch Basin Top @ <i>NORTHEAST CORNER</i>	1.00	LS	\$550.000	\$550.00



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**Sand & Rock Products • Concrete • Asphalt • Paving • Construction • Earthwork • Hauling**

<b>To:</b>	River Heights City	<b>Contact:</b>	Eric
<b>Address:</b>	520 S 500 E River Heights, UT 84321	<b>Phone:</b>	(435) 752-2646
		<b>Fax:</b>	(435) 752-2646
<b>Project Name:</b>	River Heights 600 E CO#3	<b>Bid Number:</b>	231797
<b>Project Location:</b>	Stewart Hill Drive, River Heights, UT	<b>Bid Date:</b>	11/25/2015

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	9b.3	Install New Top On Catch Basin, Including Frame And Grate, Form And Pour Pass Through To Catch Basin @ NORTHENCS LOWENED	1.00	LS	\$2,220.000	\$2,220.00
<b>Total Price for above Schedule B Items:</b>						<b>\$5,270.00</b>

**Total Bid Price: \$10,846.40**

**Notes:**

- Additional work and work in excess of that specified and described above will be handled as a Change Order. Additional work **MUST BE APPROVED** by owner and contractor prior to construction.
- Bid DOES NOT include engineering, layout or testing unless otherwise stated.
- Price Shown DOES NOT Include Performance And Payment Bond.
- Bid includes only the items as specified and described above.

**Payment Terms:**

PAYMENT: Purchaser, except as otherwise provided herein, for the full and complete performance of this Agreement, agrees to pay Staker & Parson the sums identified on the reverse side of this Agreement as may be modified in accordance with this Agreement. Purchaser shall make progress payments based upon percentage of completion of the project not less than monthly. Payment shall be within three (30) working days of receipt of a request for payment. If Purchaser fails to pay within ten (10) days from the time payment should be made, Staker & Parson Companies may, without prejudice, stop any work until payment is received. For payment not received by the 15th day of the month following the presentation of a progress payment request, a FINANCE CHARGE at the rate of 1 1/2% per month will be charged. This is an ANNUAL PERCENTAGE RATE OF 18%. THIS QUOTATION IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE HEREOF, WHICH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>STAKER   PARSON COMPANIES</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Kyle Wood (435) 563-3242 kyle.wood@stakerparson.com</p>
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