

SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of **SOUTH WEBER CITY**, Utah, will meet in a regular public meeting on **Tuesday, 21 March 2017** located at **1600 E. South Weber Dr.**, commencing at **5:00 p.m.**

COUNCIL MEETING:

5:00 p.m. APPROVAL OF AGENDA
DECLARATION OF CONFLICT OF INTEREST

QUARTERLY REPORTS: Recreation Director & Fire Chief

5:30 p.m.

1. **ACTION ITEMS:**

- a. Motion to Lift the 2016 Employee Hiring Freeze
- b. **RES 17-13** Cable Television Franchise Agreement with Comcast of Utah II, Inc.

5:35 p.m.

2. **DISCUSSION ITEMS:**

- a. Transportation Utility Fee Analysis
- b. Ambulance Service; Fire Chief
- c. Wild Fire Hazard Potential Presentation; Fire Chief

7:00 p.m.

3. **CITY COUNCIL, PLANNING COMMISSION LIAISON, & STAFF REPORTS ON DESIGNATED RESPONSIBILITIES**

7:15 p.m.

4. **PUBLIC COMMENT:** Please keep public comments to 3 minutes or less per person (no action to be taken)

7:20 p.m.

5. **CLOSED MEETING - as per UCA § Section 52-4-205(1)(e): strategy session to discuss the sale of real property, including any form of a water right or water shares**

7:55 p.m.

6. **ACTION ON SALE OF CITY OWNED PROPERTY**

8:05 p.m.

7. **ADJOURN**

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, FAXED OR POSTED TO:

CITY OFFICE BUILDING
CITY WEBSITE www.southwebercity.com

EACH MEMBER OF THE GOVERNING BODY
THOSE LISTED ON THE AGENDA

UTAH PUBLIC NOTICE WEBSITE www.pnn.utah.gov

DATE: March 16, 2017

CITY RECORDER: Elyse Greiner

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY SOUTH WEBER CITY, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177)

Agenda times are approximate and may be moved in order, sequence and time to meet the needs of the Council

South Weber Fire Department



March 2017 Quarterly Report.

Mission Statement

The Mission of the South Weber City Fire Department is: to protect lives, preserve property and stabilize incidents involving fire, medical emergencies and other dangerous conditions. We are dedicated to sustaining the health, safety, and wellness of the residents of South Weber City.

Our Values

- We will **Prepare** effectively for Fire and Emergency Medical Response.
- We will **Engage** in bettering the community we serve.
- We will **Affect** the lives of those we serve in a positive manner.
- We will **Respond** professionally always.
- We will **Live** to uphold the oath of which we are sworn.

Accomplishments

1. Strengthened and enhanced the level of service to the community through part-time week day staffing of personnel
2. The employment of 21 firefighters 16 of which are career fire fighter professionals
3. An established financial plan for the purchase of a new Fire Engine.
4. The employment of a Medical Director
5. The State Licensing of the South Weber City Fire Department has been achieved
6. The procurement of improved software that will provide the City to connect into the States system
7. The professional development of improved departmental practices of training and education through the implementation of contemporary Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's)
8. Hosting multiple training courses not just for our department but any surrounding departments.
9. Developed above standard training requirements for improved personnel development
10. Developed a program for maintaining and repairing our equipment
11. Implementation of a vehicle preventative maintenance program with weekly sign off checks.
12. Implementation of a Physical Agility Test as a standard for physical fitness.
13. Improving the City through Code Enforcement

Goals Moving Forward.

1. Service and certify all life safety equipment
2. Finalize new Engine Specifications.
3. All personnel will be certified EMT/FF
4. 50-years of service celebration
5. Host a fire prevention night
6. Have a MOU with the state for Wildland firefighting (requirement so we can bill the state for manpower and equipment use).
7. Obtain SAFER grant for EMS staffing
8. Develop wildland urban interface fire prevention plan including applying for Wildland Urban Interface Grant.
9. Develop and maintain an Active Shooter Task Force program.
10. Increase State EMS licensing from EMT-Basic to EMT-Advanced which will increase the knowledge and capabilities of our EMT's as well as allow us to perform a higher level of care.

Run Report

- The fire Department has seen an over 30% increase in call volume from January 1st this year as compared to last year. We had a 205% increase in January 2017 compared to January 2016. In the last 6 months (last four months of last year and first two months of this year) we averaged 25.8 calls a month. Three of those months were 30 calls or more (38 in September, 33 in December and 30 in January).



Training



Current trainings

- Firefighter 1
- Firefighter 2
- Hazmat Ops and Awareness
- Wildland Firefighter (red card)
- EMT-Basic
- EMT-Advanced



Planned Trainings

- Command Training Center 1,2
- Driver Simulator Training
- Firefighter Attack Skills Training (FAST) trailer
- Firefighter Survival
- Vehicle extrication



Personnel



- Over half of staff is career firefighters from many agencies:
2 West Valley, 3 Weber Fire, 3 North Davis, 1 SLC, 2 Farmington, 1 Syracuse, 1 Layton
- Over half are Advanced EMT's
- Almost all are EMT's
- We have 8 Certified Instructors
- We are better trained and more highly certified then EVER before.

Utilization of Civic Center



Questions?



**FRANCHISE AGREEMENT
SOUTH WEBER CITY AND COMCAST OF UTAH II, INC.**

This Franchise Agreement ("Franchise") is between South Weber City, Utah, hereinafter referred to as "the Franchising Authority" and Comcast of Utah II, 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. "Franchising Authority" means the South Weber City, 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 revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee 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 shall 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 I advertising time, and any leased access revenues.

Gross Revenues do not include any 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 Revenues do not include 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 be included in Gross Revenues for the collection period.

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

K. "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

L. "Service Area" means the present 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.

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

N. "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 Authority Over Non-Cable Services. To the extent allowed by law, the Franchising Authority shall retain the authority to regulate and receive compensation for Non-Cable Services. If the Grantee is allowed by law and chooses to provide Non-Cable Services, the Grantee and the Franchising Authority will negotiate the terms and fees in accordance with applicable law.

2.3 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 City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

2.4 Competitive Equity

- A. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, however, that no such franchise agreement shall contain terms or conditions more favorable or

less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the Franchising Authority agrees that it shall amend this Franchise Agreement to include any more favorable or less burdensome terms or conditions.

- B. In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchising Area, in whole or in part, the Franchising Authority shall serve or require to be served a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.
- C. In the event that a non-franchised multichannel video programming distributor provides service to the residents of the City/County, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petitions shall: (1) indicate the presence of a nonfranchised competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Franchising Authority shall not unreasonably withhold consent to the Grantee's petition.

2.5 Term. The Franchise granted hereunder shall be for an initial term of 12 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 five (5) business days, the Grantee shall 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. The Grantee shall in all cases have the right of abandonment of its property.

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. Nevertheless, nothing in this paragraph 3.5 shall authorize the Grantee to trim trees or other natural growth not located in the public way without the prior written consent of the owner of such trees or other natural growth.

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 Underground Construction. 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. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

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 the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench. Grantee shall negotiate with developer for payment of reasonable costs for such access.

3.9 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 15 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/non-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 financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Required Extension of the Cable System in New Subdivisions. The Franchising Authority shall provide notice to the Grantee of the issuance of building or development permits for planned developments within the Franchise Area that require undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of the availability of open trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its cable facilities.

3.11 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 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 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. This section shall not apply to the extension of cable services to new subdivisions as described in section 3.10.

3.12 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, including but not limited to the City office, city recreation center, fire station(s), sheriff substation(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.

3.13 Technical Standards. The Grantee is responsible for insuring 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.

3.14 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.

3.15 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising

Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed.

3.16 Educational and Government Access Channel.

A. Grantee's Provision of Education and Government Access Channel. Upon request by the Franchise Authority, the Grantee shall make available one (1) channel to be used for educational and governmental cablecast programming. The Grantee also reserves the right to program the designated educational and governmental channels during the hours not used by the Franchising Authority or other governmental entities. If programming time is not used by Franchising Authority and is available for sharing, the channels may be shared with other municipalities receiving programming from the common head end receive site location. The Franchising Authority shall agree to indemnify, save and hold harmless the Grantee from and against any liability resulting from the use of the aforementioned educational and governmental channels by the Franchising Authority, except for liability resulting from program time shared with other municipalities.

B. Educational and Government Access Capital Contributions. At any time during the term of this Franchise the Franchising Authority may require that the Grantee prospectively provide a "Capital Contribution," paid annually during the remaining term of the Franchise, to be used specifically for educational and governmental access as provided for in Paragraph 3.16.A. ("Grantee's Provision of Educational and Government Access Channels"). The Franchising Authority shall give the Grantee ninety (90) days notice of such a requirement. 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 primary connection. The Franchising Authority agrees that all amounts due to the Franchising Authority by the Grantee as the Capital Contribution may be added to the price of cable services, prorated monthly and collected from the Grantee's Subscribers as "external costs." as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as the Capital Contribution may be separately stated on Subscribers' bills as permitted in 47 C.F.R. 76.985. 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 Subscribers' bills including any required approval pursuant to 47 C.F.R. 76.933; and b) notice to Grantees Subscriber's of the inclusion. The "Capital Contributions" are not to be considered in the calculation of Franchise Fees pursuant to this Franchise.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5 %) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise).

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. The franchise fee payment shall be due quarterly and payable 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 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

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.

On an annual basis, upon thirty (30) prior written notice, the City, including the City's Auditor or his/her authorized representative, shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration and enforcement of this Franchise, in accordance with GAAP. If the audit shows that franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the total cost of the audit. Such cost shall not exceed five thousand dollars (\$5000) for each year of the audit period without Grantee's prior written consent. The City'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 City.

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 two million dollars (\$2,000,000) 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 written request, 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 officers, boards and employees, 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 for 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.

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:

South Weber City
1600 East South Weber Drive
South Weber UT 84405

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

Comcast Cable Communications
9602 South 300 West
Sandy UT 84070

with a copy to:

Comcast Corporation Legal Department
1500 Market Street
Philadelphia PA 19102

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 1st day of January 2006 pursuant to the provisions of applicable law. This Franchise shall expire on the 31st day of December 2017, unless extended by the mutual agreement of the parties.

Considered and approved this 13 day of December, 2005.

South Weber City



Joseph Gertge Mayor

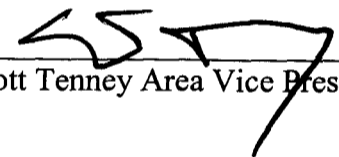
ATTEST:



Matt Dixon, City Recorder

Accepted this 23rd day December, 2005, subject to applicable federal, state and local law.

Comcast of Utah II, Inc.



Scott Tenney Area Vice President

RESOLUTION 17-13

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN SOUTH WEBER CITY AND COMCAST OF UTAH II, INC.

WHEREAS, a Cable Television Franchise Agreement, has been proposed to be entered into between South Weber City and Comcast of Utah II, Inc. (“Comcast”), to replace the existing contract dated 23 December 2005 which expires 31 December 2017; and

WHEREAS, the South Weber City Council has determined that it is in the best interest of South Weber to provide cable television services to South Weber residents through a franchise agreement; and

WHEREAS, Comcast provides cable television services to the residents of South Weber and desires to continue to provide said service;

NOW THEREFORE, BE IT RESOLVED, by the City Council of South Weber City that the attached Cable Television Franchise Agreement between South Weber, Utah and Comcast of Utah II, Inc. be approved.

PASSED AND ADOPTED by the City Council of South Weber City this **21st day of March, 2017**.

APPROVED

Tamara Long, Mayor

Attest:

Elyse Greiner, City Recorder

Roll call vote was as follows:

Mr. Taylor	yes	no
Mr. Hyer	yes	no
Mrs. Sjoblom	yes	no
Mr. Casas	yes	no
Mr. Winsor	yes	no

**CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN SOUTH WEBER, UTAH
AND COMCAST OF UTAH II, INC.**

2017

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between South Weber City (hereinafter, “Franchising Authority”) and Comcast of Utah II, Inc., (hereinafter, “Grantee”).

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), unless otherwise defined herein.

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 offered by Grantee that includes the retransmission of local broadcast television signals.

C. “Cable Act” means the Cable Communications Policy Act of 1984 (Public Law No. 98-549, 47 USC 521 (Supp.)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996 and as further amended or superseded.

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. “Customer” means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee’s express permission.

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

H. “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.

I. “Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

J. “Franchising Authority” means South Weber City, within the State of Utah, or the lawful successor, transferee, or assignee thereof.

K. “Franchise Area” means the present legal boundaries of the Franchising Authority as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

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

M. “Gross Revenue” means any revenue directly received by 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 and rental of converters.

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.

N. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

O. "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.

P. "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.

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

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

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.1.1 Subject to federal and state preemption, the provisions of this Franchise constitute a valid and enforceable contract between the parties. In the event of a conflict between any ordinance and this Franchise, the Franchise Agreement shall control. The material terms and conditions contained in this Franchise Agreement may not be unilaterally altered by the Franchising Authority through subsequent amendment to any ordinance, rule, regulation, or other enactment of the Franchising Authority, except in the lawful exercise of the Franchising Authority's police power.

2.1.2 Notwithstanding any other provision of this Franchise, Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Franchising Authority that conflicts with its contractual rights under this Franchise, either now or in the future.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be Fifteen (15) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. In the event that Franchise Authority requests relocation efforts from Grantee solely for aesthetic reasons, then Franchise Authority agrees to pay all costs associated with relocation. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.2.2. Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority, move any structure, and/or temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation or no less than one hundred twenty (120) days for a permanent relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground,

the Grantee shall place its Cable Systems' transmission and distribution facilities 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 or 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 in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.2.8 Right of Abandonment. The Grantee shall in all cases have the right of abandonment of its property.

SECTION 4 - Service Obligations

4.1. General Service Obligation. 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 or commercial 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.

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. The Grantee may impose an additional charge to the Franchise Authority and/or a requesting third party, in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the defined Standard Installation distance. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the Standard Installation definition.

4.2. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.3. No Discrimination. The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

SECTION 5 - Fees and Charges to Customers

5.1. 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.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. 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.

6.2. Customer Bills. 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 6.1, 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)).

6.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the 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. The payment of franchise fees shall be made on a quarterly basis and shall be due no later than sixty (60) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.2. Franchise Fees Subject to Audit.

7.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment

for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority may review the Grantee's books and records regarding customer service performance levels in the Franchise Area to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. All such documents that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of three (3) years.

7.5.2. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Franchising Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Grantee has designated as

confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 8 – Transfer of Cable System or Franchise or Control of Grantee

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 9 - Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

9.2. Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its elected and appointed officials, officers, agents, boards and employees successors and assigns, 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 for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

SECTION 10 - System Description and Service

10.1. System Capacity. During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming with satisfactory reception available to its customers in the Franchise Area.

10.2. Service to Governmental and Institutional Facilities. The Franchising Authority acknowledges that complimentary services reflect a voluntary initiative on the part of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to applicable law, should Grantee elect to offset governmental complimentary services against franchise fees, Grantee shall first provide Franchising Authority with ninety (90) days' prior notice. The Grantee, upon request, shall provide without charge, a Standard Installation, no more than three (3) boxes per building location, and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), sheriff sub-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.

SECTION 11 - Enforcement and Termination of Franchise

11.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

11.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

11.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

11.4. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the Franchising Authority may:

11.4.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

11.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including two or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, 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 ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by certified mail. 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” and to modify or reverse such decision as justice may require.

11.5. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 12 – Competitive Equity

12.1. Purposes. 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 City residents; 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 City residents; promote local communications infrastructure investments and economic opportunities in the City; 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.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of 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 City, or (ii) otherwise begins to provide video services to subscribers in the City (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 City 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.

12.2.2. 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 VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the City.

12.3 Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to subscribers in the City, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the City, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Grantee's written request the Franchising Authority shall: (i) permit the Grantee to provide video services to subscribers in the City on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to subscribers in the City. The Franchising Authority and the Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Grantee's ability to take advantage of the changed law's provisions, the Grantee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4 Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the City under Sections 12.2 or 12.3 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.

12.5 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 or 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.

SECTION 13 - Miscellaneous Provisions

13.1. 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 (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2 Furthermore, the parties hereby agree that it is not the Grantee's intention to subject the Grantor to penalties, fines, forfeiture or revocation of the Agreement for violations of the Agreement 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 Grantor and/or Subscribers.

13.3. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

South Weber City
Attn: City Manager
1600 E. South Weber Dr.
South Weber, UT 84405

To the Grantee:

Comcast Cable Corporation
Attn: Government Affairs Director
9602 S. 300 W.
Sandy, UT 84070

with a copy to:

Comcast Cable
Attn.: Government Affairs Department
1500 Market Street
Philadelphia, PA 19102

13.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Utah and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Utah, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

13.9 Effective Date. The effective date of this Franchise is the 1st day of April, 2017 pursuant to the provisions of applicable law. This Franchise shall expire on the 1st day of April 2032 unless extended by the mutual agreement of the Parties.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Franchising Authority:

By: _____

Name: Tamara P. Long

Title: Mayor

Date: _____

ATTEST:

Thomas Smith
City Attorney

For Comcast of Utah II, LLC:

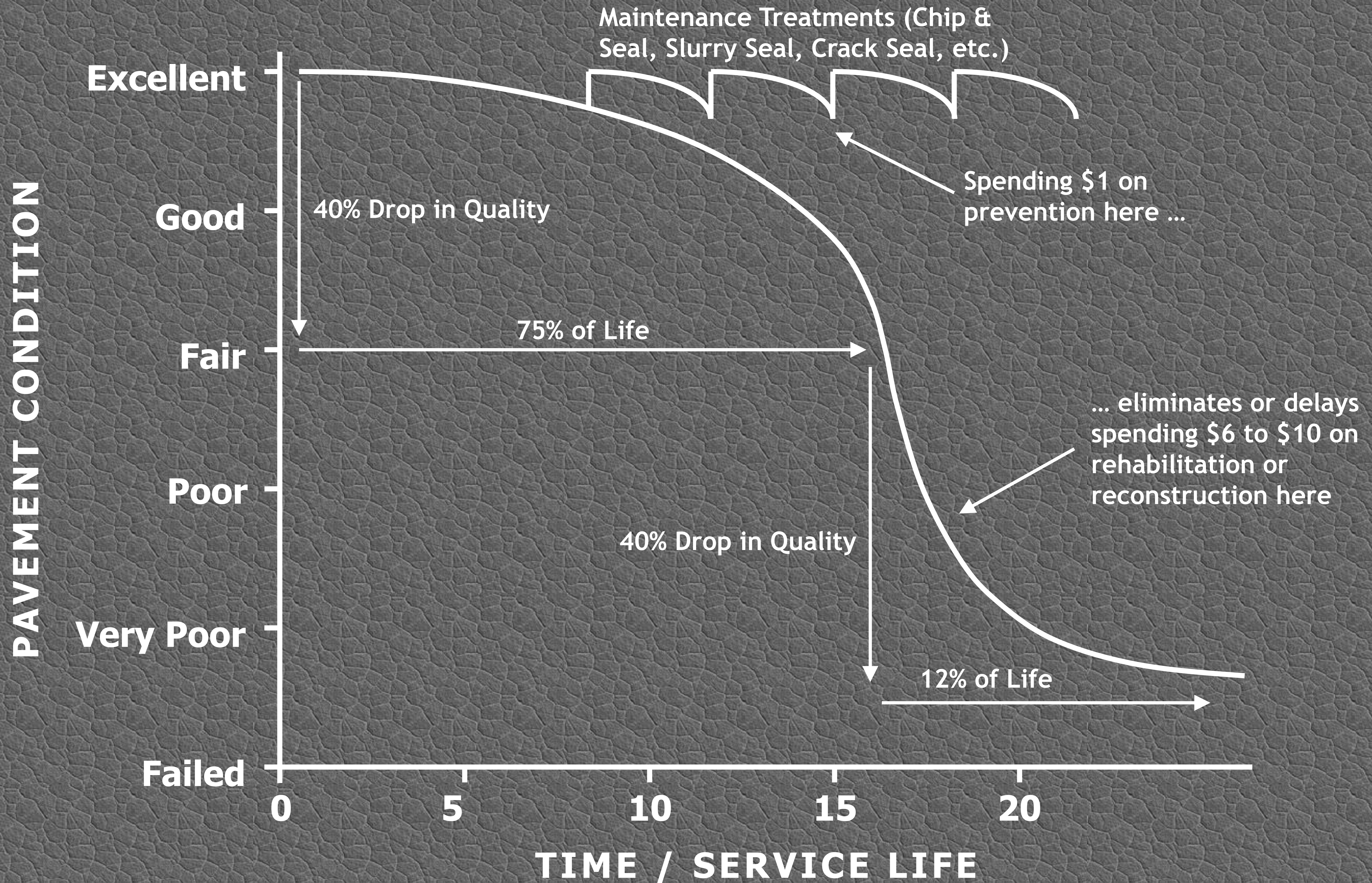
By: _____

Name: Richard C. Jennings

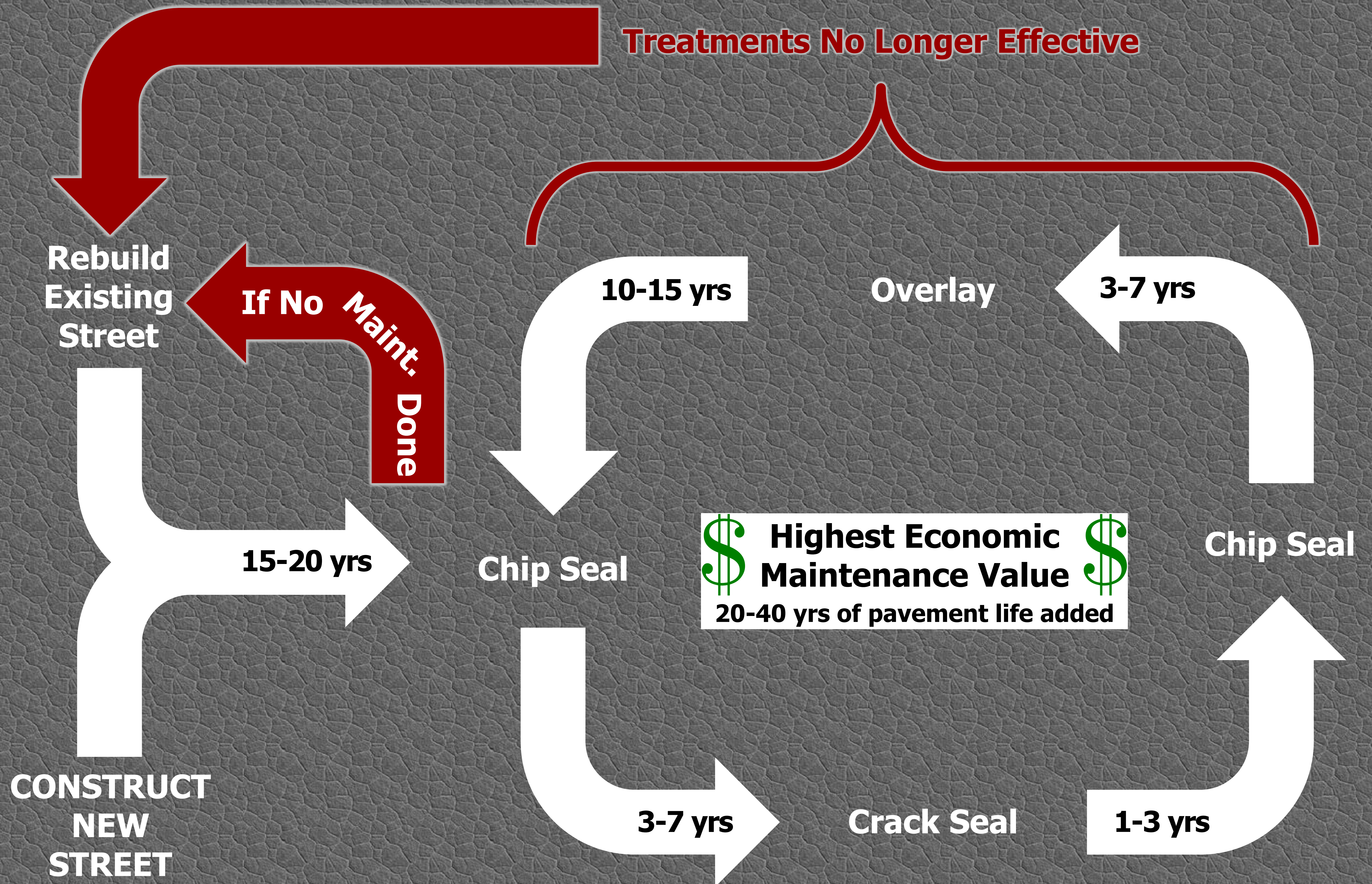
Title: Regional Sr. Vice President – Cable Management

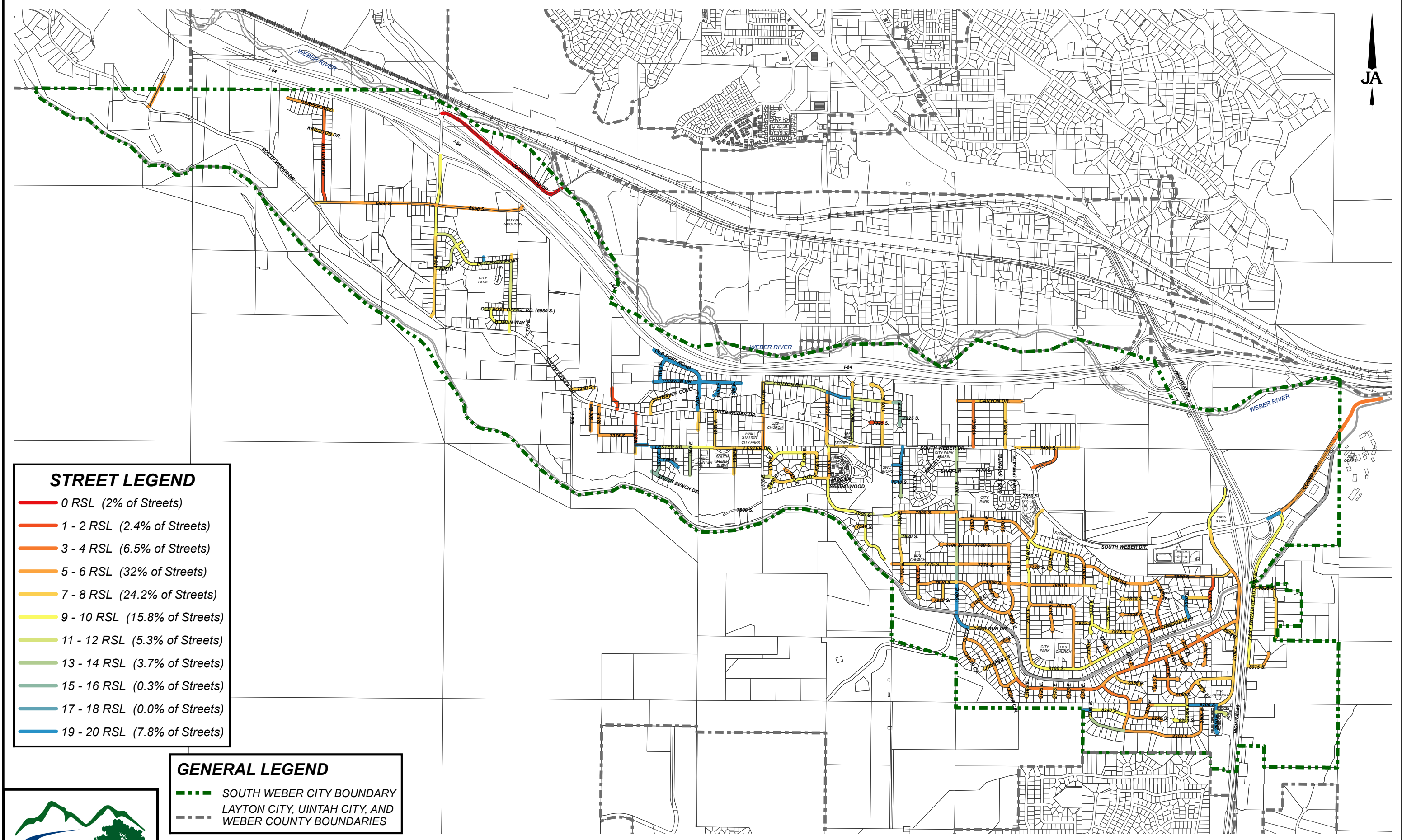
Date: _____

THE COST OF PAVEMENT DETERIORATION



PAVEMENT LIFE CYCLE



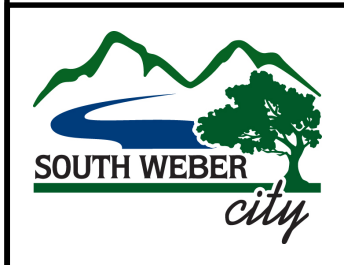


STREET LEGEND

	0 RSL (2% of Streets)
	1 - 2 RSL (2.4% of Streets)
	3 - 4 RSL (6.5% of Streets)
	5 - 6 RSL (32% of Streets)
	7 - 8 RSL (24.2% of Streets)
	9 - 10 RSL (15.8% of Streets)
	11 - 12 RSL (5.3% of Streets)
	13 - 14 RSL (3.7% of Streets)
	15 - 16 RSL (0.3% of Streets)
	17 - 18 RSL (0.0% of Streets)
	19 - 20 RSL (7.8% of Streets)

GENERAL LEGEND

	SOUTH WEBER CITY BOUNDARY
	LAYTON CITY, UINTAH CITY, AND WEBER COUNTY BOUNDARIES



NOTES:

SCALE:
1 in = 1,800 ft

DATE:
03/27/2015

DESIGNED BEB

DRAWN BEB

CHECKED BKJ

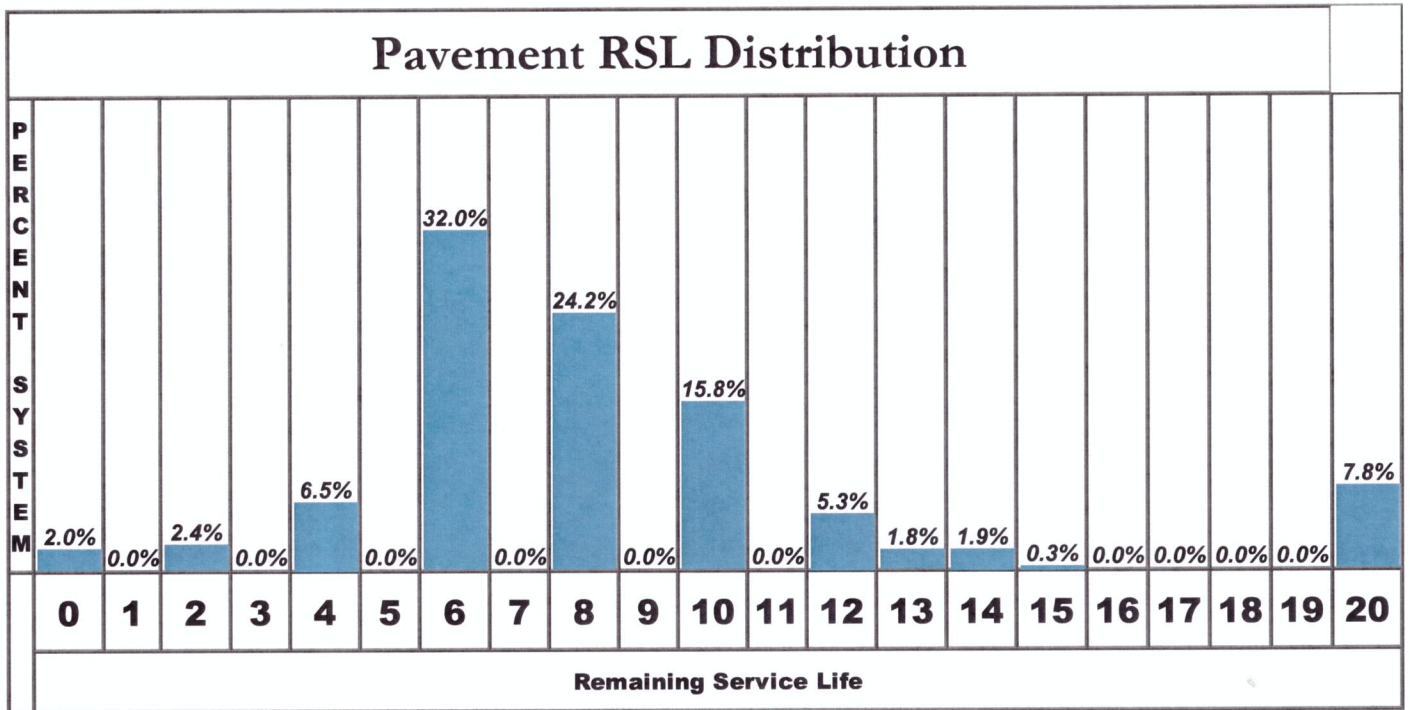
JA CONSULTING ENGINEERS
JONES & ASSOCIATES

1716 East 5600 South
South Ogden, Utah 84403 (801) 476-9767

SOUTH WEBER CITY CORPORATION
STREET REMAINING SERVICE LIFE PLAN

2015 RSL MAP

SHEET:
01
OF SHEETS
0



The Average RSL for network is: 8.49

The Total Area for network is: 535092.22 (yd^2)

RSL	Length (ft)	Araa (yd^2)	Percent Area
20	10,777	41,832	7.8
15	377	1,466	0.3
14	3,062	10,318	1.9
13	2,431	9,454	1.8
12	7,555	28,412	5.3
10	21,773	84,685	15.8
8	34,965	129,684	24.2
6	47,354	171,089	32.0
4	9,177	34,712	6.5
2	3,328	12,765	2.4
0	5,016	14,988	2.8



End Trip Generation Calculation

ERU Analysis

Date: September 23, 2015

Name	Service Address		ITE Land Use Trip Generation (per day)				Total Units	Total Trips	% Heavy Truck Traffic ²	ERU's/Unit ³	Total ERU's	Monthly Fee / ERU	
	Address	Street	Code	Description	Units	Rate ¹						\$5.00	
1	Single-Family Home	City-wide		210	Single-Family	Dwelling	9.52	1,675	15,946	0%	1.0	1,675.0	\$8,375.00
2	Non-Residential #1			150	Warehousing	1000 s.f.	2.00	25	50	90%	0.7	17.5	\$87.50
3	Non-Residential #2			565	Day Care Center	1000 s.f.	74.06	4,000	296	0%	7.8	31.2	\$156.00
4	Non-Residential #3			151	Mini-Warehouse	1000 s.f.	2.50	4,480	11	20%	0.4	1.8	\$8.96
5	Non-Residential #4			710	General Office Building	1000 s.f.	11.03	7,816	86	0%	1.2	9.4	\$46.90
6	Non-Residential #5			710	General Office Building	1000 s.f.	11.03	7,058	78	0%	1.2	8.5	\$42.35
7	Non-Residential #6			150	Warehousing	1000 s.f.	3.56	11,900	42	5%	0.4	4.8	\$23.80
8	Non-Residential #7			140	Manufacturing	1000 s.f.	3.82	8,100	31	5%	0.5	4.1	\$20.25
9	Non-Residential #8			152	High-Cube Warehouse/Distribution	1000 s.f.	1.68	6,000	10	5%	0.2	1.2	\$6.00
10	Non-Residential #9			150	Warehousing	1000 s.f.	3.56	6,000	21	5%	0.4	2.4	\$12.00
11	Non-Residential #10			710	General Office Building	1000 s.f.	11.03	4,000	44	0%	1.2	4.8	\$24.00
12	Non-Residential #11			150	Warehousing	1000 s.f.	3.56	8,772	31	0%	0.4	3.5	\$17.54
13	Non-Residential #12			152	High-Cube Warehouse/Distribution	1000 s.f.	1.68	21,000	35	5%	0.2	4.2	\$21.00
14	Non-Residential #13			720	Medical-Dental Office Building	1000 s.f.	36.13	9,656	349	0%	3.8	36.7	\$183.46
15	Non-Residential #14			151	Mini-Warehouse	1000 s.f.	2.50	27,004	68	20%	0.4	10.8	\$54.01
16	Non-Residential #15			110	General Light Industrial	Acres	51.80	1.42	74	20%	8.4	11.9	\$59.64
17	Non-Residential #16			152	High-Cube Warehouse/Distribution	1000 s.f.	1.68	181,712	305	0%	0.2	36.3	\$181.71
18	Non-Residential #17			710	General Office Building	1000 s.f.	11.03	3,169	35	0%	1.2	3.8	\$19.01
19	Non-Residential #18			720	Medical-Dental Office Building	1000 s.f.	36.13	1,620	59	0%	3.8	6.2	\$30.78
20	Non-Residential #19			140	Manufacturing	1000 s.f.	3.82	38,025	145	5%	0.5	19.0	\$95.06
21	Non-Residential #20			110	General Light Industrial	1000 s.f.	6.97	15,807	110	5%	0.8	12.6	\$63.23
22	Non-Residential #21			817	Nursery (Garden Center)	1000 s.f.	68.10	2,000	136	3%	7.7	15.4	\$77.00
23	Non-Residential #22			435	Multipurpose Recreational Facility	Acres	90.38	0.69	62	0%	9.5	6.6	\$32.78
24	Non-Residential #23			710	General Office Building	1000 s.f.	11.03	2,256	25	0%	1.2	2.7	\$13.54
25	Non-Residential #24			852	Convenience Market (Open 15-16 hrs)	1000 s.f.	31.02	2,400	74	0%	3.3	7.9	\$39.60
26	Non-Residential #25			210	Single-Family Detached Housing	Dwelling	9.52	14	133	0%	1.0	14.0	\$70.00
27	Non-Residential #26			230	Residential Condominium/Townhomes	Dwelling	5.81	78	453	0%	0.6	46.8	\$234.00

28	Non-Residential #27			230	Residential Condominium/Townhomes	Dwelling	5.81	86	500	0%	0.6	51.6	\$258.00
29	Non-Residential #28			230	Residential Condominium/Townhomes	Dwelling	5.81	30	174	0%	0.6	18.0	\$90.00
30	Non-Residential #29			210	Single-Family Detached Housing	Dwelling	9.52	25	238	0%	1.0	25.0	\$125.00
31	Non-Residential #30			230	Residential Condominium/Townhomes	Dwelling	5.81	55	320	0%	0.6	33.0	\$165.00
32	Non-Residential #31			230	Residential Condominium/Townhomes	Dwelling	5.81	24	139	0%	0.6	14.4	\$72.00
33	Non-Residential #32			230	Residential Condominium/Townhomes	Dwelling	5.81	88	511	0%	0.6	52.8	\$264.00
34	Non-Residential #33			220	Multi-Family	Dwelling	6.65	4	27	0%	0.7	2.8	\$14.00
35	Non-Residential #34			560	Church	1000 s.f.	9.11	21.850	199	0%	1.0	21.9	\$109.25
36	Non-Residential #35			560	Church	1000 s.f.	9.11	35.700	325	0%	1.0	35.7	\$178.50
37	Non-Residential #36			560	Church	1000 s.f.	9.11	25.000	228	0%	1.0	25.0	\$125.00
38	Non-Residential #37			560	Church	1000 s.f.	9.11	18.400	168	0%	1.0	18.4	\$92.00
39	Non-Residential #38			818	Nursery (Wholesale)	Acres	3.11	26.58	83	0%	0.3	1.3	\$6.65
40	Non-Residential #39			520	Elementary School	1000 s.f.	15.43	78.768	1,215	0%	1.6	94.5	\$472.61
41	Non-Residential #40			710	General Office Building	1000 s.f.	11.03	18.105	200	0%	1.2	16.3	\$81.47
42	Non-Residential #41			530	High School	1000 s.f.	12.89	315.847	4,071	0%	1.4	331.6	\$1,658.20
43	Non-Residential #42			710	General Office Building	1000 s.f.	11.03	8.832	97	0%	1.2	10.6	\$52.99
44	Non-Residential #43			230	Residential Condominium/Townhomes	Dwelling	5.81	144	837	0%	0.6	86.4	\$432.00
45	Non-Residential #44			430	Golf Course	Acres	5.04	116	585	0%	0.5	43.5	\$217.50

Total 2,881.9 \$14,409.28

² Heavy Truck Factor = 3.76 ³ 1 ERU = 9.52 trips / day

¹ Rate based on the Land Use ITE Trip Generation Manual, 9th Edition. The Rate represents trips/unit on a weekday. For land uses with high variability, the trip generation rate was evaluated based on a local use estimate.



Transportation Utility Fee

Cost and Improvement Summary

Date: October 8, 2015

Definitions:

RSL -- This represents the "Remaining Service Life" of a road, measured in years.

ERU -- This represents an "Equivalent Residential Unit". In this case, 1 ERU equals 1 single family home.

Current Funding & Street Condition:

ERU's = 2,882

Current Annual Funding = \$350,000

Current Average RSL = 7.61

Current % of streets w/ RSL = 0 (in failure) = 5%

Scenario	Additional Cost ¹			Total Cost ²		Street Condition ³	
	Monthly Cost (\$/ERU)	Annual Cost (\$/ERU)	Total Annual Cost	Total Annual Cost	Total 10-yr Cost	Average RSL	% of streets w/ RSL = 0 (in failure)
1	\$0.00	\$0.00	\$0	\$350,000	\$0	5.18	65%
2	\$5.00	\$60.00	\$172,920	\$522,920	\$5,229,200	7.10	52%
3	\$10.00	\$120.00	\$345,840	\$695,840	\$6,958,400	8.95	41%
4	\$15.00	\$180.00	\$518,760	\$868,760	\$8,687,600	10.41	32%
5	\$20.00	\$240.00	\$691,680	\$1,041,680	\$10,416,800	12.03	22%
6	\$25.00	\$300.00	\$864,600	\$1,214,600	\$12,146,000	13.57	12%
7	\$30.00	\$360.00	\$1,037,520	\$1,387,520	\$13,875,200	14.83	< 1%

1 -- The "Additional Cost" represents additional funding beyond the amount that the City currently has available to fund towards streets. This is the amount in question. This correlates with the "Street Condition" representing the amount of improvement that would result from the corresponding "Additional Cost" (e.g. If each residential home / ERU were charged \$15 per month, then the average RSL would increase from 7.61 to 10.41 over the next 10 years, leaving 32% of the streets in failure in the year 2025).

2 -- The "Total Cost" represents the current annual funding of \$350,000 per year plus the "Additional Cost" proposed, summarizing the total amount spent on streets each year.

3 -- The "Street Condition" represents the condition of the streets city-wide after the next 10 years, or the year 2025.



Transportation Utility Fee

10 Year Plan Summary (Scenario's 1-7)

Date: October 8, 2015

SCENARIO 1 -- (\$0)		Total Annual Revenue = \$350,000										
Treatment Type	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL	
1 Crack Seal	-	-	\$5,398	\$17,906	\$5,926	\$595	-	-	-	-	\$29,826	1%
2 Chip Seal	\$348,989	\$34,482	-	-	-	-	\$38,106	\$29,599	\$3,443	\$25,079	\$479,699	14%
3 Minor Patching (Mi.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
4 Major Patching (Ma.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
5 Mill & Overlay (M&O)	-	\$315,371	\$344,289	\$331,665	\$343,853	\$349,342	-	-	-	-	\$1,684,519	48%
6 Mi.P., M&O	-	-	-	-	-	-	\$311,877	\$320,193	-	-	\$632,070	18%
7 Ma.P., M&O	-	-	-	-	-	-	-	-	\$346,429	\$324,577	\$671,006	19%
Total Cost =	\$348,989	\$349,854	\$349,686	\$349,571	\$349,779	\$349,937	\$349,983	\$349,793	\$349,872	\$349,656	\$3,497,119	100%

SCENARIO 2 -- (\$5)		Total Annual Revenue = \$522,920										
Treatment Type	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL	
1 Crack Seal	-	\$6,005	\$17,621	\$21,550	\$24,814	\$1,279	\$4,614	\$3,684	-	-	\$79,568	2%
2 Chip Seal	\$408,450	-	-	-	-	-	-	-	\$7,148	\$9,402	\$424,999	8%
3 Minor Patching (Mi.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
4 Major Patching (Ma.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
5 Mill & Overlay (M&O)	\$114,167	\$516,385	\$504,957	\$501,284	\$497,528	\$487,839	-	-	-	-	\$2,622,160	50%
6 Mi.P., M&O	-	-	-	-	-	\$32,715	\$518,136	\$497,410	-	-	\$1,048,261	20%
7 Ma.P., M&O	-	-	-	-	-	-	-	\$21,719	\$515,542	\$513,250	\$1,050,511	20%
Total Cost =	\$522,616	\$522,390	\$522,578	\$522,834	\$522,342	\$521,834	\$522,749	\$522,813	\$522,689	\$522,652	\$5,225,499	100%

SCENARIO 3 -- (\$10)		Total Annual Revenue = \$695,840										
Treatment Type	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL	
1 Crack Seal	-	\$25,507	\$30,172	\$2,477	\$11,997	\$5,630	\$5,396	\$7,578	-	-	\$88,757	1%
2 Chip Seal	\$410,307	\$4,553	-	-	\$11,731	-	-	-	\$6,679	\$6,608	\$439,878	6%
3 Minor Patching (Mi.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
4 Major Patching (Ma.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
5 Mill & Overlay (M&O)	\$285,417	\$665,373	\$665,625	\$693,306	\$657,880	\$675,911	-	-	-	-	\$3,643,511	52%
6 Mi.P., M&O	-	-	-	-	\$13,856	\$13,717	\$671,742	\$669,502	-	-	\$1,368,817	20%
7 Ma.P., M&O	-	-	-	-	-	-	\$18,399	\$18,215	\$688,770	\$688,928	\$1,414,311	20%
Total Cost =	\$695,724	\$695,433	\$695,797	\$695,783	\$695,463	\$695,258	\$695,537	\$695,295	\$695,450	\$695,536	\$6,955,275	100%

SCENARIO 4 -- (\$15)		Total Annual Revenue = \$868,760										
Treatment Type	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL	
1 Crack Seal	-	\$27,165	\$22,364	\$2,740	\$5,291	\$12,671	\$14,364	\$7,330	\$2,240	-	\$94,164	1%
2 Chip Seal	\$412,038	\$2,822	-	-	\$29,391	-	-	\$6,930	\$68,187	\$13,274	\$532,643	6%
3 Minor Patching (Mi.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
4 Major Patching (Ma.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
5 Mill & Overlay (M&O)	\$456,667	\$838,335	\$826,293	\$865,774	\$816,518	\$838,291	-	-	-	-	\$4,641,877	53%
6 Mi.P., M&O	-	-	\$20,080	-	\$17,523	\$17,348	\$202,628	-	-	-	\$257,578	3%
7 Ma.P., M&O	-	-	-	-	-	-	\$651,507	\$854,405	\$797,932	\$855,205	\$3,159,048	36%
Total Cost =	\$868,705	\$868,322	\$868,737	\$868,514	\$868,722	\$868,310	\$868,499	\$868,664	\$868,359	\$868,479	\$8,685,311	100%

SCENARIO 5 -- (\$20)		Total Annual Revenue = \$1,041,680										
Treatment Type	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL	
1 Crack Seal	-	\$38,130	\$13,533	\$1,079	\$29,817	\$13,826	\$12,734	\$5,092	\$3,470	\$1,809	\$119,489	1%
2 Chip Seal	\$413,554	\$1,306	-	\$2,144	\$15,620	-	-	\$2,576	\$63,748	\$10,358	\$509,305	5%
3 Minor Patching (Mi.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
4 Major Patching (Ma.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
5 Mill & Overlay (M&O)	\$627,917	\$1,001,814	\$996,930	\$1,038,375	\$979,821	\$653,214	-	-	-	-	\$5,298,071	51%
6 Mi.P., M&O	-	-	\$31,076	-	\$15,764	\$374,549	-	-	-	-	\$421,390	4%
7 Ma.P., M&O	-	-	-	-	-	-	\$1,028,440	\$1,033,895	\$974,309	\$1,029,428	\$4,066,072	39%
Total Cost =	\$1,041,471	\$1,041,250	\$1,041,540	\$1,041,598	\$1,041,022	\$1,041,589	\$1,041,174	\$1,041,563	\$1,041,527	\$1,041,594	\$10,414,327	100%

SCENARIO 6 -- (\$25)		Total Annual Revenue = \$1,214,600										
Treatment Type	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL	
1 Crack Seal	-	\$41,192	\$5,824	\$11,306	\$28,631	-	-	-	\$1,641	\$4,849	\$93,444	1%
2 Chip Seal	\$415,331	\$2,021	\$6,125	-	-	\$6,983	\$4,792	\$34,354	\$5,818	\$28,507	\$503,931	4%
3 Minor Patching (Mi.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
4 Major Patching (Ma.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
5 Mill & Overlay (M&O)	\$799,167	\$1,171,351	\$1,112,852	\$1,203,248	\$1,171,228	\$239,890	-	-	-	-	\$5,697,737	47%
6 Mi.P., M&O	-	-	\$89,709	-	\$14,687	\$967,641	-	-	-	-	\$1,072,037	9%
7 Ma.P., M&O	-	-	-	-	-	-	\$1,209,738	\$1,179,795	\$1,207,116	\$1,181,163	\$4,777,812	39%
Total Cost =	\$1,214,498	\$1,214,564	\$1,214,511	\$1,214,555	\$1,214,546	\$1,214,514	\$1,214,530	\$1,214,148	\$1,214,575	\$1,214,519	\$12,144,961	100%

SCENARIO 7 -- (\$30)		Total Annual Revenue = \$1,387,520										
Treatment Type	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL	
1 Crack Seal	-	\$49,788	\$5,339	\$3,537	\$30,751	\$4,910	-	-	\$2,594	\$931	\$97,849	1%
2 Chip Seal	\$417,099	\$253	\$5,207	-	-	-	-	\$31,674	\$5,701	-	\$459,934	3%
3 Minor Patching (Mi.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
4 Major Patching (Ma.P.)	-	-	-	-	-	-	-	-	-	-	-	0%
5 Mill & Overlay (M&O)	\$970,418	\$1,337,464	\$1,321,512	\$1,383,947	\$1,356,711	\$828,711	-	-	-	-	\$7,198,762	52%
6 Mi.P., M&O	-	-	\$55,459	-	-	-	-	-	-	-	\$55,459	0%
7 Ma.P., M&O	-	-	-	-	-	\$553,884	\$1,387,163	\$1,346,539	\$1,379,176	\$1,386,365	\$6,053,126	44%
Total Cost =	\$1,387,517	\$1,387,504	\$1,387,517	\$1,387,483	\$1,387,462	\$1,387,505	\$1,387,163	\$1,378,213	\$1,387,471	\$1,387,296	\$13,865,131	100%

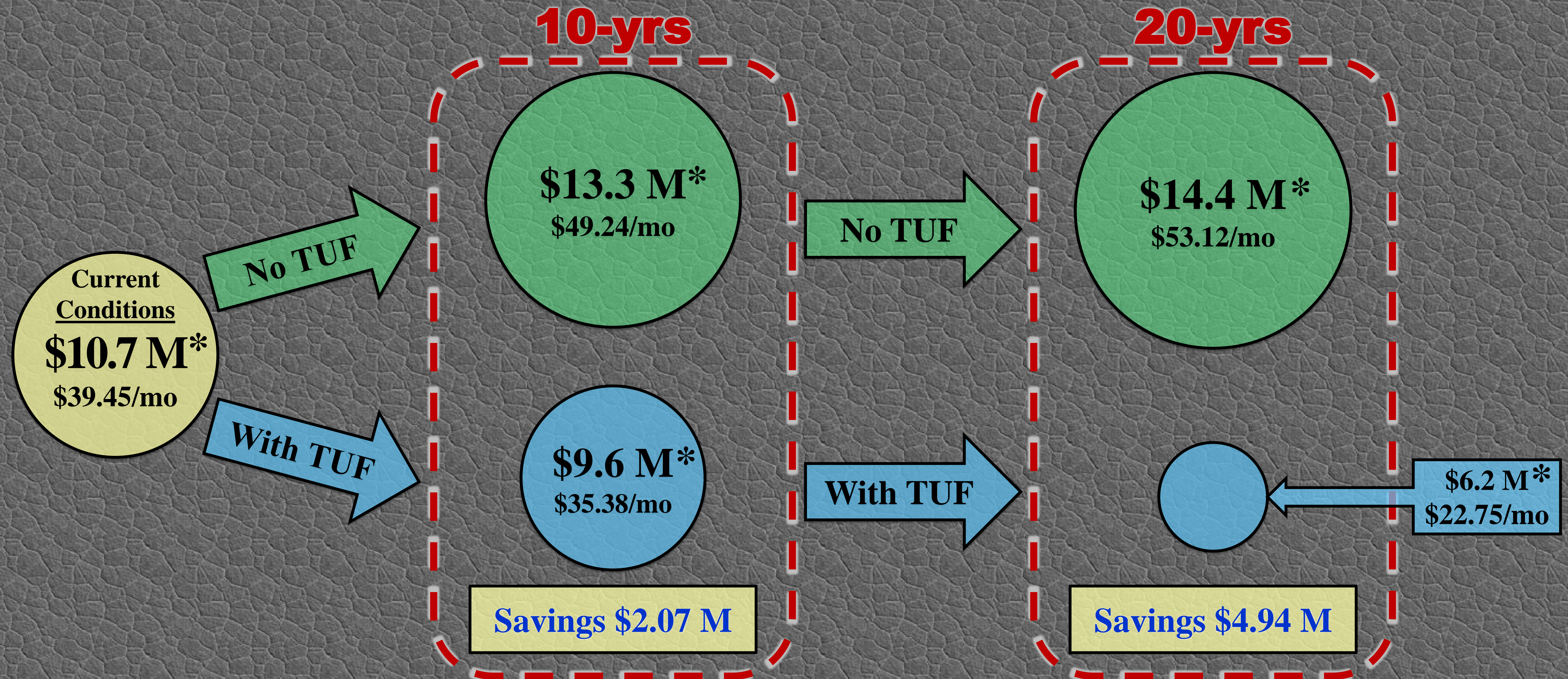
Transportation Utility Fee (TUF) -- BENEFITS

Past Funding	
Class C	\$ 250,000
General Fund	\$ 50,000
	\$ 300,000

Current Funding	
Class C	\$ 250,000
General Fund	\$ 50,000
Fuel Tax Est.	\$ 50,000
Sales Tax Est.	\$ 87,000
	\$ 437,000

Current Funding w/TUF	
Class C	\$ 250,000
General Fund	\$ 50,000
Fuel Tax Est.	\$ 50,000
Sales Tax Est.	\$ 87,000
TUF	\$ 162,864
	\$ 600,000

Proposed TUF Fees		
Res.	Com.	Ind.
\$6	\$8	\$10



* Total est. cost to bring all streets in each scenario to an RSL of 15 years or greater

Ambulance Info
For South Weber Fire Department

Layton last year billing to South Weber Residents.

Total Billed for 2016: \$126,805.02

\$58,547.94 has been collected thus far.

Potential revenue per year with Nursing home: \$120,000 that with money from Wildland would make up the difference for around the clock staffing.

Billing options for South Weber:

Gold Cross: 5.5 % of net

IRIS: 6% of net

FPCS: 6% of net

The requirements for South Weber to run an ambulance. 2 Advanced EMT's 24/7/365.

Cost in wages \$262,800 for part time. \$240,000 for Full-time (not including benefits and 6 part time peoples wages.)

Ambulance possibly free if we commit to around the clock staffing.

With a nursing home being built in South Weber we can expect a minimum of 2-3 calls a week. Nursing home residents either have private insurance and/or Medicare. We can almost guarantee payment on every transport from a nursing home. Which means we will be missing out on a significant amount of revenue.

Also, if we had our own ambulance I-84 medical/car accident calls would become ours.

We would also be added to Layton as a backup ambulance.

There is also potential for us to run into Uintah and Mountain Green on medicals with us being closer then South Ogden for Uintah and Morgan for Mountain Green.

With the increase in call volume to both South Weber and Layton we have had several incidents where Layton is not available so we have had South Ogden come. Also, Layton has had numerous incidents where their ambulance is South Weber and they have had to call in Kaysville or North Davis to cover their own city.

Wild Fire Hazard Potential

Developing a CWPP and an MOU



What are they?

CWPP

- CWPP stands for Community Wildland Protection Program
- Gives us financial coverage for large fires
- Requires plans and assessments from the South Weber City
- Requires a cooperative agreement signed by the City

MOU

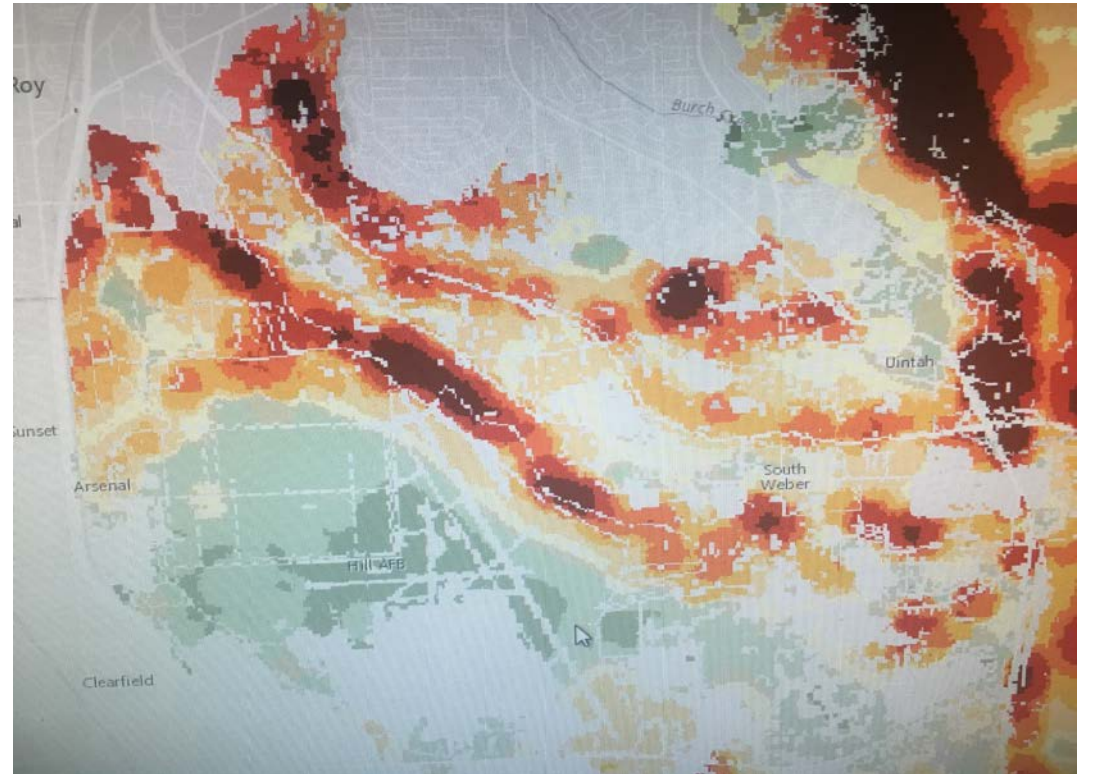
- MOU stands for Memorandum of Understanding
- Allows the City to bill the State for man power and Equipment use
- Gives us the ability to be on more fires, which equals more money

Hazard Maps

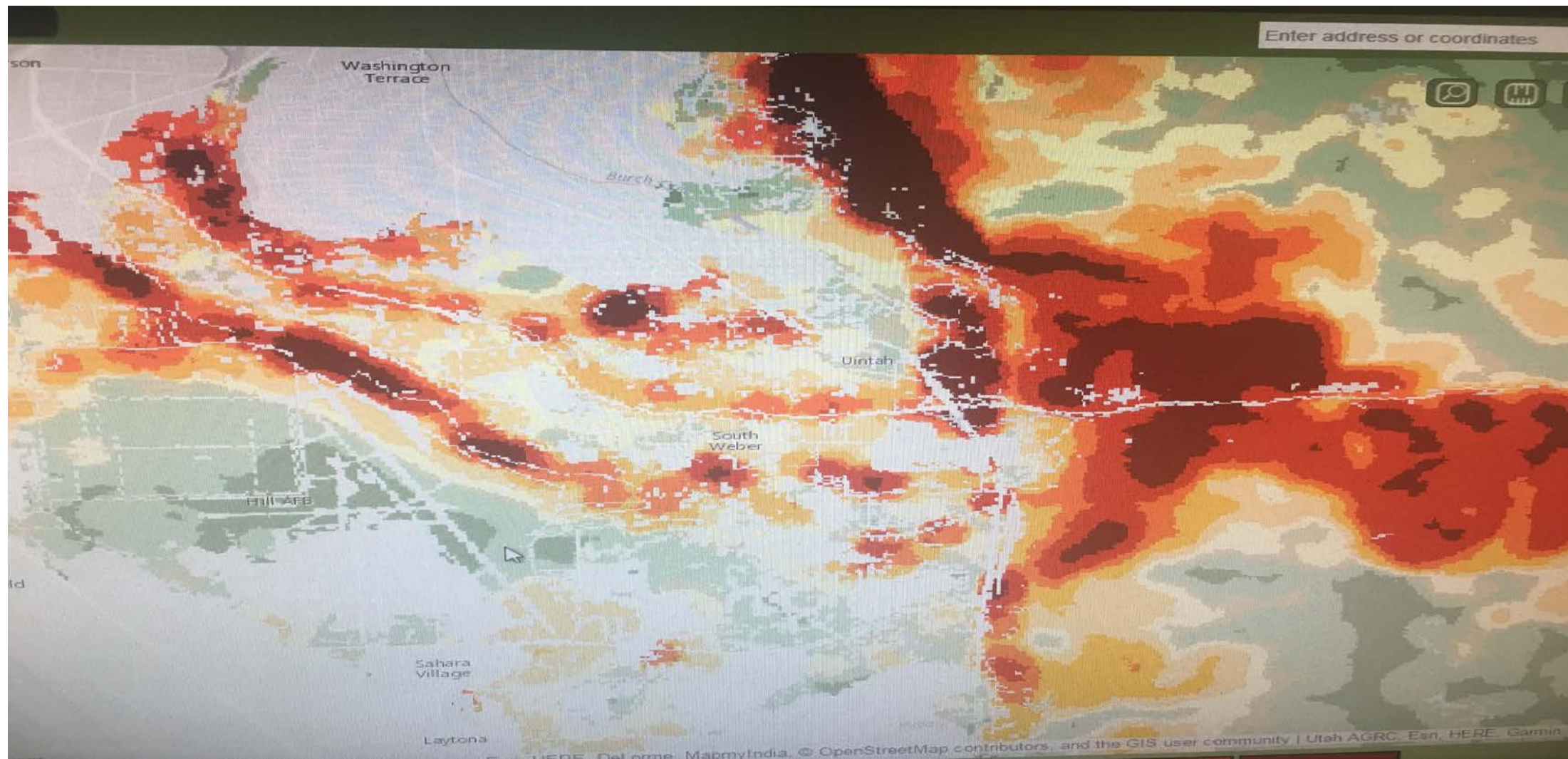
Wild Fire Threat Davis/ Weber Counties



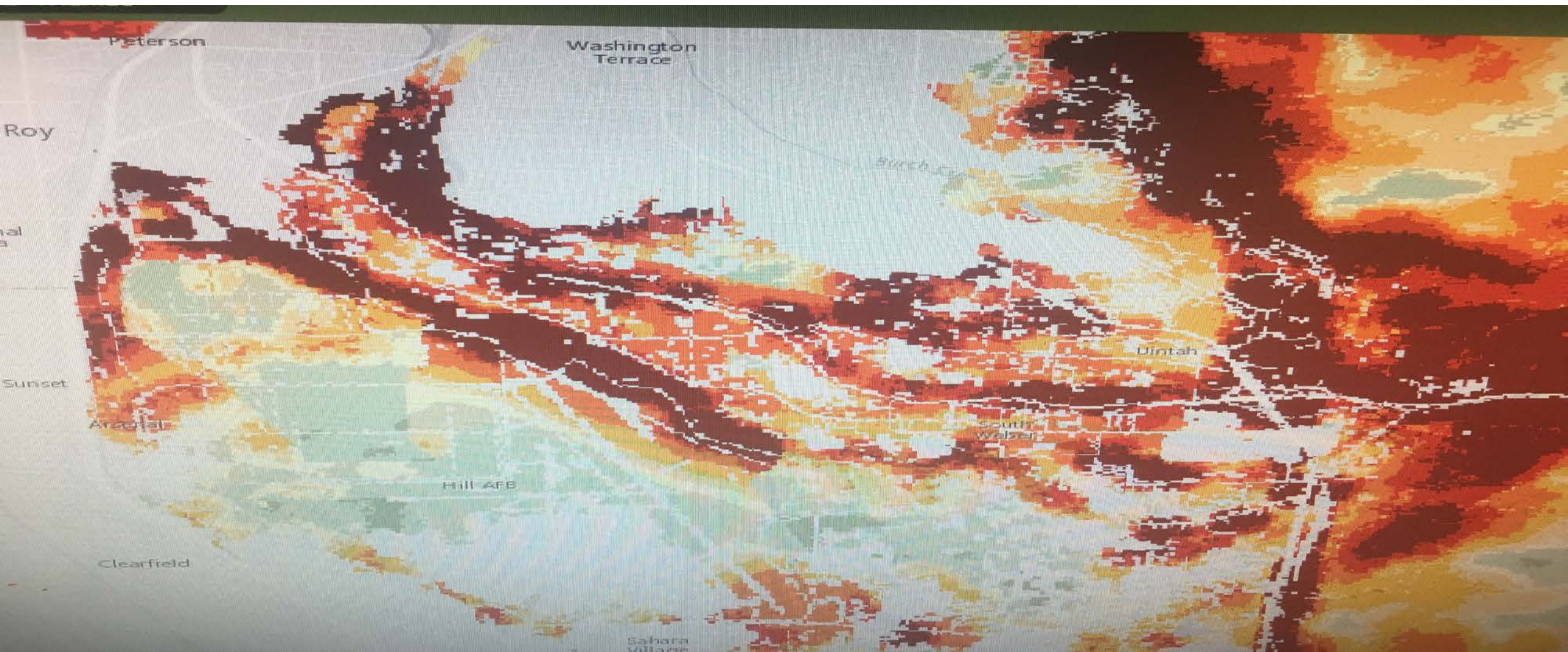
Wild Fire Threat South Weber Close up



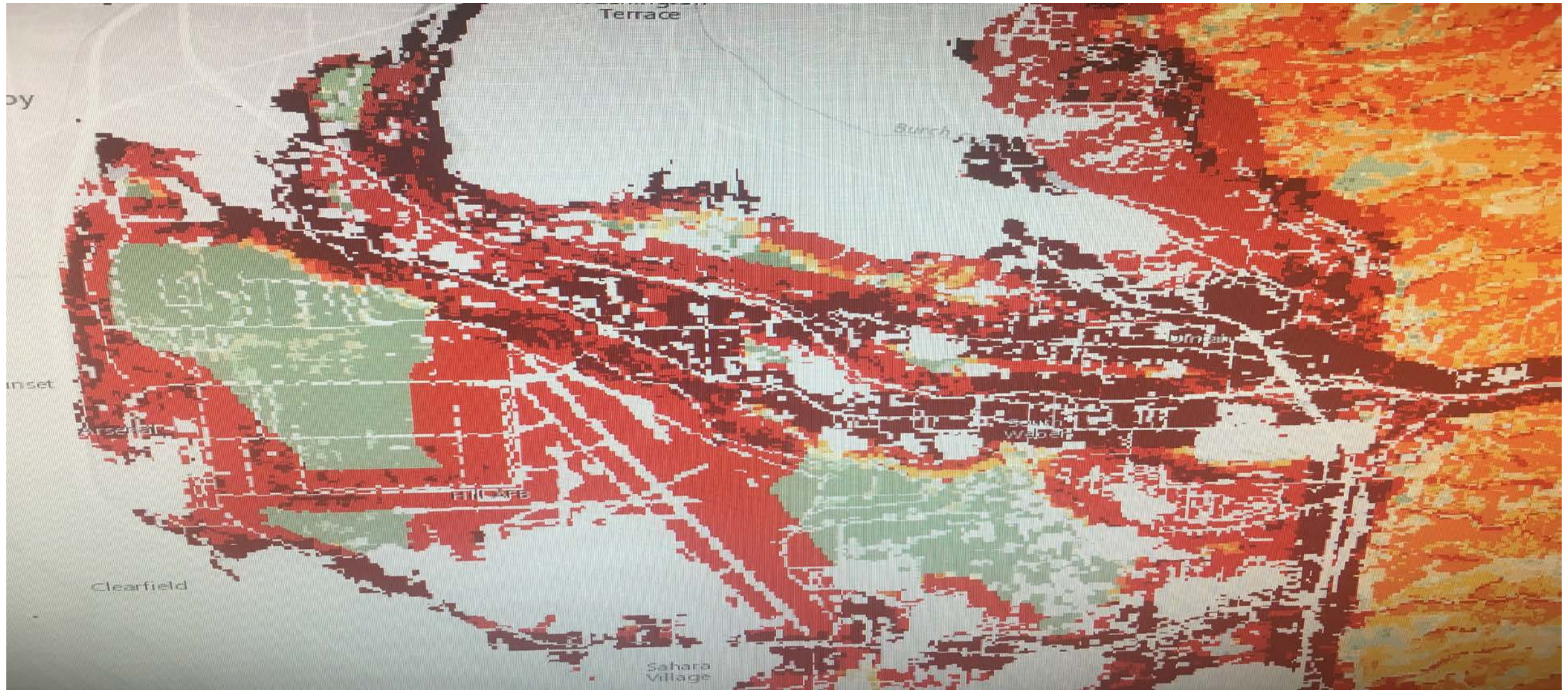
Extreme Hazard all around us.



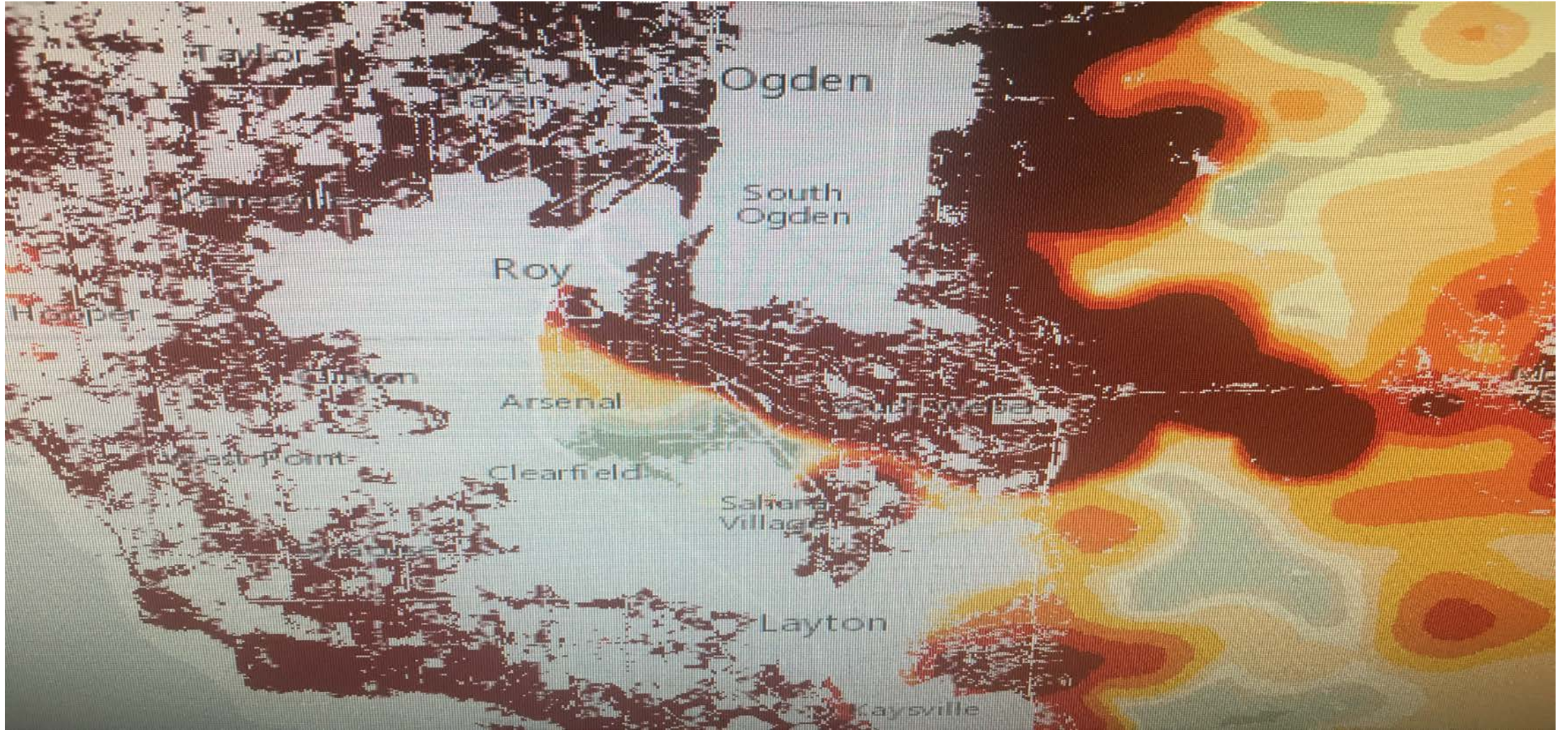
Wild Fire Risk/Likelihood



Wildfire Effects



Historical Fire Occurrences



Why we need a CWPP

- Saves the City from MASSIVE financial burden
- We are responsible for covering the cost of any fire that starts in our City
- Helps mitigate potential hazard area
- Provides an Initial Action Plan
- Opens up resources
- Educates citizens on dangers and prevention methods

Why we need an MOU

- On the Fourth of July Fire last year we missed out on over \$40,000 in pay from the state for the use of our apparatuses and man power.
- It means we have the potential to make several hundred thousand dollars over the course of a summer.
- It gives us the ability to better equip and maintain our wildland services.
- It will give our firefighters more opportunities to hone their skills.

Conclusion

A cooperative agreement with a CWPP although expensive will be good insurance when we have a major fire, and we will have one.



Let's Stop missing out on MONEY by not having an MOU!

Questions?

