

River Heights City

City Council Agenda

Tuesday, July, 7, 2026

Notice is hereby given that the River Heights City Council will hold their regular meeting at **6:30 p.m.**, at the River Heights City Office Building at 520 S 500 E.

Pledge of Allegiance

Adoption of a Resolution of the River Heights City Council Establishing a Tie-Breaking Method for Filling Vacancies in the City Council Pursuant to Utah Code 20A-1-510

Appointment of Council Member to Fill Vacancy. (In the event of a tie, the City will follow the Tie-Breaking Method in Utah State Code (20A-1-510(3)(e) and River Heights City Resolution 9-2026.)

Swearing in of New Council Member

Adoption of Previous Minutes and Agenda

Mayor, Councilmembers, and Staff Reports

Public Comment

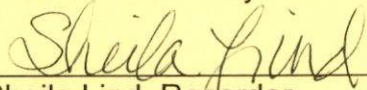
Purchase Request for 2026 Chevrolet Silverado

Purchase Request for Stand-on Mower

Discuss and Approve G-Fiber Contract

Adjourn

Posted this 2nd July 2026



Sheila Lind, Recorder

Attachments for this meeting and previous meeting minutes can be found on the State's Public Notice Website (pmn.utah.gov) and at riverheights.gov.

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

River Heights City

Council Meeting

July 7, 2026

Present: Mayor Blake Wright
Council members: Kandi Evans
Mark Malmstrom
Chris Milbank
Lance Pitcher
Steve Roberts

Public Works Director Clayton Nelson
Recorder Sheila Lind
Treasurer Michelle Jensen

Excused

Others Present: Lance and Luann Mortenson, Morgan McKeown, Mike and Ruthann Nelson, Shellie Giddings, Bonnie Weston, Abree Coburn, Noel Cooley, Steve Roberts, Cindy Schaub, LR Earl, Janet Mathews, Brittany Cascio, Jamie Saltern

The following motions were made during the meeting:

Motion #1

Councilmember Evans moved to "approve Resolution 9-2026, A Resolution of the River Heights City Council Establishing a Tie-Breaking Method for Filling Vacancies in the City Council Pursuant to Utah Code 20A-1-510." Councilmember Pitcher seconded the motion which passed with Evans, Malmstrom, Milbank, and Pitcher in favor. No one opposed.

Motion #2

Councilmember Evans moved to "approve the minutes from June 16, 2026, and the evening's agenda." Councilmember Malmstrom seconded the motion which passed with Evans, Malmstrom, Milbank, Pitcher, and Roberts in favor. No one opposed.

Motion #3

Councilmember Pitcher moved to "approve a purchase request for a new truck in the amount of \$54,457.00." Councilmember Evans seconded the motion which passed with Evans, Malmstrom, Milbank, Pitcher, and Roberts in favor. No one opposed.

Motion #4

Councilmember Pitcher moved to "approve a purchase request for a new lawn mower in the amount of \$13,039.00." Councilmember Malmstrom seconded the motion which passed with Evans, Malmstrom, Milbank, Pitcher, and Roberts in favor. No one opposed.

Motion #5

Councilmember Pitcher moved to "approve the Non-Exclusive Public ROW License Agreement with Google Fiber dated 3-25-26 which had been reviewed by the city attorney."

Councilmember Malmstrom seconded the motion which passed with Evans, Malmstrom, Milbank, Pitcher, and Roberts in favor. No one opposed.

Proceedings of the Meeting:

The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the River Heights City Building on Tuesday, July 7, 2026, for their regular council meeting.

Pledge of Allegiance

Mayor Wright read from an article which honored the sixty-five founding fathers of America, who lived and sacrificed 250 years ago for our benefit.

Adoption of a Resolution of the River Heights City Council Establishing a Tie-Breaking Method for Filling Vacancies in the City Council Pursuant to Utah Code 20A-1-510: Mayor Wright gave background on recent legislation regarding how cities are to handle tie votes in filling a mid-term vacancy.

Councilmember Evans moved to “approve Resolution 9-2026, A Resolution of the River Heights City Council Establishing a Tie-Breaking Method for Filling Vacancies in the City Council Pursuant to Utah Code 20A-1-510.” Councilmember Pitcher seconded the motion which passed with Evans, Malmstrom, Milbank, and Pitcher in favor. No one opposed.

Appointment of Council Member to Fill Vacancy. (In the event of a tie, the City will follow the Tie-Breaking Method in Utah State Code (20A-1-510(3)(e) and River Heights City Resolution 9-2026.): Mayor Wright invited each of the candidates to speak to the council for up to 3 minutes.

LR Earl explained that he had lived in River Heights for 41 years. He’d been retired for 26 years and was interested in public service. He had worked in law enforcement and emergency management, as well as serving in the military. He had been through a lot of training.

Abree Coburn said she had lived in River Heights for 26 years (her whole life). She had helped with Apple Days and had attended several city events. She had served in the Americorps and worked for non-profits. She had two bachelors degrees, one in general studies and another in communicative disorders and was currently working towards her masters. She was interested in how city government worked and was willing to serve.

Lance Mortenson explained he was from Tremonton. He received a bachelors and then a masters in Business Information Systems. He and his family lived in Logandale, Nevada for 25 years. They had lived in River Heights for three years. He had served as president of the TV board and the performing arts council. He had been a volunteer with Apple Days and was interested in being more involved in the city. He had taught computers and worked for a large casino in Las Vegas in their computer department.

Steve Roberts informed the group that he had lived in River Heights for 17 years. He graduated in civil engineering and worked for 45 years as a civil and structural engineer. He had also been a subdivision developer. He currently served on the city’s planning commission and was in a rock band. He was committed and felt qualified to serve on the City Council.

Tara Taylor was unable to attend the meeting.

Morgan McKeown expressed his deep caring for River Heights and wanted to make a difference. He noted his skills in leadership, fiduciary responsibility and risk & safety management and said he was a fast and effective learner. His career had primarily been in clinical medical technologies. He said he was good at bringing people together, troubleshooting and solving conflict. He was interested in making a positive influence and had lived in River Heights for four years.

The councilmembers each voted with the following results:

Malmstrom – Steve Roberts

Evans – Lance Mortenson

Pitcher – Steve Roberts

Milbank – Steve Roberts

Swearing in of New Council Member: Recorder Lind swore in Steve Roberts to fill the vacancy on the council, until the 2027 election.

Adoption of Previous Minutes and the Evening's Agenda: Minutes for the June 16, 2026 meeting were reviewed.

Councilmember Evans moved to “approve the minutes from June 16, 2026, and the evening's agenda.” Councilmember Malmstrom seconded the motion which passed with Evans, Malmstrom, Milbank, Pitcher, and Roberts in favor. No one opposed.

Mayor and Staff Reports:

Recorder Lind

- She pointed out that they were trying out new chairs at the council table and she hoped they would give their opinion on them to narrow down an option.

Councilmember Malmstrom

- The Planning Commission was continuing their work on the Accessory Dwelling Unit Ordinance, which could come to the Council in a month or so.

Councilmember Evans

- Apple Days was underway.
- Mayor Wright asked if she had been receiving his emails on mitigation action strategies. She said she had but hadn't worked on it. She assured she would move forward on it.

Councilmember Milbank

- He presented pavilion bids for Stewart Hill Park.
 - Celestial Smith Steel 25'x25' \$94,281 Ellis Equipment
 - Fifth Room Kit 20'x30' \$57,695 Ohio Company - Didn't include concrete or assembly (would probably add another \$22,000)
 - The GluLam 30'x28' \$121,514 Ellis – PWD Nelson felt it was too large for the space.
 - Romtec Kits 24'x36' + \$105,000-\$175,000 – Didn't include installation or concrete

Councilmember Pitcher asked if the grant covered tables. Councilmember Milbank said it didn't. Cache County was very strict with RAPZ funds being spent only on the requested project. The city would receive a population grant award in the fall that could cover tables.

Councilmember Milbank reminded that \$50,000 needed to be spent within the next year and an additional \$60,000 was granted until the following year. It was his desire to select a pavilion and have it built before spring of 2027.

Treasurer Jensen reminded that there was \$140,000 budgeted for the pavilion.

Councilmember Evans suggested ordering one that was purchased and installed by the same company.

PWD Nelson pointed out that the wood on the GluLam would need to be resealed every five years. The allotted pavilion space in the park was 20'x20' with an allowance for a four-foot apron on each side. If they chose a larger one, they could forego the apron on two sides.

Councilmember Pitcher liked GluLam if they could get it in a 30'x20'.

Councilmember Malmstrom agreed and suggested they could get a separate bid for

concrete. Councilmember Evans and Roberts agreed with the GluLam. Councilmember Milbank said he would proceed with the decision.

Treasurer Jensen

- She noted that the new fiscal year started on July 1. Fiscal year 2026 needed to be closed out. She requested any outstanding invoices be turned in right away.

Public Comment: Mike Nelson was curious if anyone on the council was aware of City Code 5-4-3, Maintenance of Property? He read the code which discussed unmaintained property which affected nearby properties. He asked how this was enforced. He said he had talked to the fire department about it. Councilmember Malmstrom said complaints would go through the office and then he would send a letter and/or talk to the property owners who were out of compliance. Mike Nelson noted the Pence, Gebhardt, and Heliker properties near him were fire hazards with how dry they were. He worked hard on his own property and was frustrated to live by unkept properties. Councilmember Pitcher stated that situations like this made a good case for the city to hire a compliance officer. He also pointed out that if there were properties with noxious weeds that they could notify the county and their weed department would take care of it.

Brittany Cascio said some of the renters at the old school had questions about where to park, when using her studio. Because of ongoing construction vehicles coming in and out of the parking lot on the west they weren't sure where to park. When the Humanitarian Center was open, they took up all the on-street parking. She was aware that the city had budgeted for new windows at the old school and hoped they would choose windows that opened at the bottom to help with airflow and that the glass would be effective at keeping the heat out while letting natural light into her studio.

Purchase Request for 2026 Chevrolet Silverado: PWD Nelson explained there was \$60,000 in the budget for a new truck. He called around to dealerships to find which trucks had the best resale value. He received a bid for a gas 2026 Chevrolet Silverado. He reminded that the city would replace it in two years with another new one and sell the 2026 for what they paid for it on the state contract. This year it didn't work to replace one since the gold one was worn out. Councilmember Evans asked why he went with gas instead of diesel. Mr. Nelson said they wouldn't gain much with the type of work they use the truck for and a diesel typically costs more for fuel and maintenance.

Councilmember Pitcher moved to "approve a purchase request for a new truck in the amount of \$54,457.00." Councilmember Evans seconded the motion which passed with Evans, Malmstrom, Milbank, Pitcher, and Roberts in favor. No one opposed.

Purchase Request for Stand-on Mower: PWD Nelson explained the mower was budgeted at \$15,000. They had an older mower but rather than sell it for minimal they could use it to mow the reservoir and other weedy areas which would be hard on a regular mower. With the new one, they would have two good mowers and the old one.

Councilmember Pitcher moved to "approve a purchase request for a new lawn mower in the amount of \$13,039.00." Councilmember Malmstrom seconded the motion which passed with Evans, Malmstrom, Milbank, Pitcher, and Roberts in favor. No one opposed.

Discuss and Approve G-Fiber Contract: Mayor Wright reminded that the council had held past discussions on the contract and the city attorney had reviewed and approved it. Councilmember Pitcher pointed out that Alberto (the G-Fiber rep) had replied to the questions the Council had come up with during their last discussion. He responded that all the cities they deal with collect a 2% franchise fee (the Council had asked for 4%).

Councilmember Malmstrom asked if there were any downsides to Google coming into River Heights and was there an idea on revenue. Councilmember Pitcher guessed about half of

193 River Heights residents would buy in. A few of them had already asked for it. Installation wouldn't
196 cost the city at all. They expected minimal damage to roads, which would be repaired by the fiber
197 company. Most work would be done to the side of the oil in the dirt. PWD Nelson would inspect
198 everything in the city right-of-way to make sure it was up to city standard. Discussion was held on
199 the installation specifics.

200 Councilmember Pitcher said Google was willing to work with the city on their upcoming
201 road projects to install their fiber when the oil was already cut.

202 Councilmember Pitcher said G-Fiber was still Google and would run as such for the next
203 2-3 years.

204 Councilmember Roberts asked if apps could be added to the Google service.

205 Councilmember Pitcher said, "yes," it was a high-speed internet service.

206 Discussion was held on the costs for resident's services and the possible revenue of
207 franchise fees.

208 **Councilmember Pitcher moved to "approve the Non-Exclusive Public ROW License
209 Agreement with Google Fiber dated 3-25-26 which had been reviewed by the city attorney."**

210 **Councilmember Malmstrom seconded the motion which passed with Evans, Malmstrom,
211 Milbank, Pitcher, and Roberts in favor. No one opposed.**

212 Councilmember Pitcher would get a contract that wasn't a draft and have them replace
213 Logan with River Heights at the end of the document.

214 The meeting adjourned at 8:00 p.m.

215
216



Sheila Lind, Recorder

219
220
221



Blake Wright, Mayor

RESOLUTION NO. 9-2026

A RESOLUTION OF THE RIVER HEIGHTS CITY COUNCIL ESTABLISHING A TIE-BREAKING METHOD FOR FILLING VACANCIES IN THE CITY COUNCIL PURSUANT TO UTAH CODE § 20A-1-510

WHEREAS, Utah Code § 20A-1-510 governs the procedure for filling midterm vacancies in municipal offices; and

WHEREAS, Subsection (3)(e) of said statute requires the municipal legislative body, subject to Subsection (6)(c), to pass a resolution or ordinance before interviewing candidates that identifies a fair and transparent method for breaking ties by lot in the circumstances described; and

WHEREAS, the River Heights City Council desires to establish a clear, fair, and fully transparent method to ensure all candidates have an equal chance and that the process is conducted openly and impartially;

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

SECTION 1. TIE-BREAKING METHOD

The River Heights City Council hereby adopts the following method for resolving ties by lot, to be used as required by Utah Code § 20A-1-510(3)(e):

(a) In the event of a tie between three or more candidates, the City Recorder shall conduct a drawing by lot to eliminate candidates, where each tied candidate has an equal chance of elimination, continuing until only two candidates remain; or

(b) In the event that one candidate receives the most votes but not a majority of the votes, and two or more candidates tie for receiving the second most votes, the City Recorder shall conduct a drawing by lot to eliminate the tied candidates, where each tied candidate has an equal chance of elimination, until only one of the tied candidates remains.

SECTION 2. DETAILED PROCEDURE FOR DRAWING BY LOT (UTAH CODE 20A-1-510(3)(e))

Any drawing by lot shall be conducted as follows:

(a) The drawing shall take place in a public meeting of the City Council, with reasonable notice provided to all tied candidates and the public.

(b) All tied candidates (or their designated representatives) shall be invited and given the opportunity to attend and observe the entire process.

(c) The City Recorder shall prepare identical slips of paper, or cards. The name of each tied candidate shall be clearly written or printed on one slip/object. All slips shall be folded or placed in such a way that the names are not visible.

(d) The prepared slips shall be placed into a single container (such as a box, a hat, or a bowl). The candidates or their representatives may inspect said container to ensure it is empty.

(e) The container shall be thoroughly mixed or shaken in view of the Council and any observing candidates.

(f) The City Recorder shall then draw slips one at a time from the container without looking inside, and shall announce each name as drawn. Each drawn candidate shall be eliminated in the order drawn until the required number of candidates remain (two candidates in the case of a multi-candidate tie, or one candidate in the case of a second-place tie).

(g) All drawings, announcements, and results shall be recorded in the official meeting minutes, including the names of all candidates involved, and the order of elimination.

(h) The City Recorder may use an alternative random selection method (such as a computer-based random number generator visible to all, or another neutral process) provided it is publicly announced in advance, gives each candidate an equal probability, and maintains transparency.

SECTION 3. PROCEDURE FOR COIN TOSS (UTAH CODE § 20A-1-510(4)(c)):

(a) If, after the second vote between the two remaining candidates, neither receives a majority of the votes cast by the municipal legislative body, the vacancy shall be filled by a coin toss between those two candidates.

(b) The coin toss shall be conducted by the City Recorder in a public meeting of the City Council, with reasonable notice given to the two candidates and the public.

(c) Both candidates (or their designated representatives) shall be invited to attend and observe the toss.

(d) Determining Who Calls Heads or Tails

i. The candidate whose last name comes first in alphabetical order (i.e., the first letter of the last name that is closer to the letter "A" in the alphabet) shall have the right to call "heads" or "tails."

ii. If the first letters of the last names are the same, the comparison shall proceed to the second letter, and so on, until the alphabetical order is determined.

iii. The City Recorder shall announce which candidate has the right to call before the toss.

(e) The City Recorder shall use a standard coin (e.g., a U.S. quarter). The designated candidate shall publicly call “heads” or “tails.”

(f) The City Recorder shall flip the coin in full view of the Council and candidates (or their representatives) and announce the result. The candidate who correctly calls the outcome shall be appointed to fill the vacancy.

(h) The coin toss process, shall be recorded in the official meeting minutes.

EFFECTIVE DATE.

This Resolution shall take effect immediately upon its passage and shall remain in effect for all future vacancy proceedings unless amended or repealed by the City Council.

PASSED AND ADOPTED by the City Council of River Heights City, Utah, this 7th day of July, 2026.

River Heights City Council

Mayor, Blake Wright

ATTEST:

City Recorder, Sheila Lind

Candidates to Fill Janet's Council Position

LR Earl

I would like to be considered for your appointment to fill the recent councilmember vacancy. My background and training include:

- Police; Patrol & Admin Commander, Ret
- Mendon City Fire Chief
- FEMA Training & Emergency Services Background
- Captain, United States Army, Retired CW4
- Retail Business Owner
- River Heights resident, 41 years

Respectfully,

Lemuel R. Earl
455 E 600 S
fixedwing40@gmail.com
(435) 757-5101

Abree Coburn

I have served multiple Americorps volunteer service terms for years in after school club programs, at a nonprofit business, CCID charter school, cache county, and logan school districts.

I've been a citizen of river heights city for 26 years and would like to give back to the city and see improvements made with our irrigation system and city events. I have lots of experience working with low-income students in my service positions. I've worked with many diverse populations of children and adults at my different jobs. This gives me a unique perspective of citizen needs and an ability to view all potential conflicts and think through solutions. Thank you for your consideration and I hope I can work in this position to improve and give back to our city.

Lance Mortenson

I would like to be considered for the open town council position.

I was born and raised in Tremonton and went to USU for my bachelor's degree in Psychology and my Master's in Business Information Systems. I met and married Luann while at USU and we are both big Aggie fans.

We moved to River Heights almost 3 years ago after spending almost 25 years in Logandale Nevada.

I work part-time remotely for the Wynn casino in Las Vegas doing custom database queries and reports and have taught for BYU-Pathways for several years as their enrollment dictates.

While in Logandale I was president of the local TV board, which collected taxes on each household to use to provide over-the-air rebroadcasts of TV channels out of St. George and Las Vegas. We had an annual budget around \$25,000 and also received some grant money.

I was also president of the Performing Arts Council, with an annual budget around \$40,000, where we brought in artists from around the country about once a month such as The Piano Guys (before they got

famous and expensive), Gentry, the yearly children's Missoula theater, Shakespeare plays from SUU, and a yearly local talent show.

I have helped with the annual parade for the last couple of years and have enjoyed the various activities that the city sponsors.

I enjoyed being involved with the local activities in our old town and look forward to meeting new people and helping make the community a better place to live.

Thanks

Lance Mortensen
LMortensenConsulting@gmail.com
702-810-5566

Steve Roberts

I have been talking with Mayor Wright regarding the city council position opening. Please submit my name to the city Council to consider me for the open city council position.

Thanks,
Steve

Morgan Mckeown

(resume in Sharepoint)

Dear Mayor and Members of the Council,

I am writing to formally express my interest in filling the vacant seat on the River Heights City Council, specifically to oversee Water and Sewer. As a dedicated resident within River Heights, I am deeply committed to ensuring our municipal infrastructure remains safe and fiscally sound for our neighborhood.

My background includes 25+ years of strategic management, data-driven planning, and analytical decision-making in high-consequence environments. While I have no direct experience in government or water/sewage, I am a fast and effective learner. I am genuinely excited by the prospect of mastering the details of municipal water management and infrastructure. I believe my transferable skills in business will carry me through the learning period and make me highly effective in this role.

To ensure I fully understood the position, I met with prior council members, including Doug Clausen, who served River Heights for 14 years on the water and sewer systems. Our discussions gave me some good insight into the demands of the position, as well as the long-term planning required to maintain our infrastructure. Following our conversation, Doug highly encouraged me to pursue this vacancy.

I believe that my executive experience translates directly into this position:

- **Fiduciary Responsibility:** I have managed massive revenue portfolios (\$76M to over \$325M) and built rigorous financial forecasting models. I have held P&L responsibility and budget ownership for teams ranging from 8-man R&D teams to 150 salespersons and marketers. I will bring this leadership

experience and financial discipline to the oversight of city utility budgets and capital replacement funds.

- Risk & Safety Management: My career has primarily focused on clinical medical technologies where failure is not an option. I have successfully led infrastructure "damage control" and regulatory compliance projects, resolving complex safety vulnerabilities with zero-incident outcomes and with appropriate external communication to alleviate public concerns.
- Collaborative Leadership: I am deeply familiar with building consensus across diverse groups, working both as a team member and as a leader. My roles frequently involve collaborating and negotiating between technical experts, business leaders, and involved stakeholders. I excel at helping to bring people together, resolve differences, and align incentives. I have even led training programs focused on accountability and culture change – values I consider crucial for a transparent local government.

Aside from my professional experience, I am an active volunteer and contributor in the community. I coach a local soccer team. I volunteer in my church, working especially with our neighborhood youth. I successfully planned a neighborhood block party attracting over 200 participants, featuring nerf sword battles, Bingo, and marshmallow eating contests. Every Halloween, I create an elaborate kid-friendly spook alley at my house for neighborhood trick-or-treaters.

I love River Heights, and I have a sincere desire to channel my professional background, community volunteer experience, and passion for continuous learning into civil service for our city.

Thank you for your consideration. I look forward to discussing how I can best support the council.

Sincerely,

Morgan McKeown

949-351-3949. morganmckeown@keyinstrategies.com

Tara Taylor

(resume in Sharepoint)

I would like to submit my name for consideration for the open mid-term City Council vacancy. I have attached my résumé for your review.

I wanted to let you know that I have a prior commitment on the 7th and, unfortunately, will not be able to attend the meeting in person. There is a possibility that I could participate remotely, but I cannot guarantee that. My family has a long-planned hike of the Subway in Zion that day, for which we obtained a permit several weeks before learning of this City Council opportunity. We expect to finish our hike by late afternoon or early evening, but the timing may be difficult to predict.

I remain very interested in the opportunity to serve on the City Council and would appreciate your consideration despite this scheduling conflict. Please let me know my application status and whether there may be an opportunity to participate remotely or otherwise be considered for the appointment.

Thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

Tara

Hy

Date



River Heights City

[Fleet] 2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (9)



State Contract Order Price 54,457.00

State Contract #MA3799

Sterling Gray Metallic

PURCH ORDER

River Heights City Corporation
 520 South 500 East
 River Heights, Utah 84321
 (435) 752-2646

Office Use - Purchase Order No: _____

Office Use - Purchase Order Date: _____

Ship To:

Clayten Nelson
 520 South 500 East
 River Heights, Utah 84321
 435-213-6948

Vendor: Ipaco Inc.
555 North 1000 West
Logan, UT 84321

statecontracts.ut.gov

Above state website has been checked: Yes No

Is an official P.O. Required by Vendor: Yes No

Please attach any supporting quotes or data to this requisition.

Vendor Contact, Phone, Email: _____

Requesting Council Member: _____

Item	Quantity	GL #	Description	Unit Price	Total
SRSZ3 x 52	1		Stand on Ferris Mower	\$ 13,599.00	\$ 13,599.00
FM 5601547	1		Mulch Kit	\$ 340.00	\$ 340.00
Vendor Please include P.O. # on all invoices				Subtotal	\$ 13,939.00
River Heights City Corporation Tax I.D. No. 87-028929-7				Shipping/Other	
				TOTAL	\$ 13,939.00

Mayor Signature/Council Mtg. Approval _____

Date _____

Treasurer Processed Signature _____

Date _____

Estimate

Page: 1
Estimate: XX 66940
Date: 06.19.26
Customer: RIVEC1
Salesperson: 35
Time: 3:08 PM

Bill To

RIVER HEIGHTS CITY CORP.
520 S 500 E
RIVER HEIGHTS, UT 84321

435-752-2646

Ship-To

RIVER HEIGHTS CITY CORP.
520 S 500 E
RIVER HEIGHTS, UT 84321

435-752-2646

PO:

Reference:

Payment Amount: 0.00

Item Number Description	:Ordered	:Unit Price	:Net Extension
----------------------------	----------	-------------	----------------

FM SRSZ3XBVE4052 5902217W SRS3 X 52	1.00	14599.00	14599.00
--	------	----------	----------

R	1.00-	1000.00	1000.00-
---	-------	---------	----------

FM 5601547 MULCH KIT	1.00	340.00	340.00
-------------------------	------	--------	--------

Subtotal	:	13939.00
Discount	:	0.00
Sales Tax	:	0.00
Freight	:	0.00
Order Total	:	13939.00

IPACO Inc.
555 North 1000 West
Logan, Utah
84321
<http://www.ipaco.biz>
(435) 753-1942

NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

This Non-Exclusive Public ROW License Agreement ("**Agreement**") is by and between River Heights City, a Utah municipality ("**City**"), and Google Fiber Utah, LLC, a Utah limited liability company and its direct parent, and its direct parent's subsidiaries, successors, or assigns ("**Licensee**").

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way in City ("**Public ROW**").
- B. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("**Network**") for the purpose of offering communications services, including broadband Internet access service as defined in 47 C.F.R. §8.1(b) ("**Broadband Internet Services**") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 U.S.C. §153(53), to residents and businesses in City ("**Customers**").
- C. The Network consists of equipment and facilities that may include fiber optic cables, lines, wires, or strands; conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").

AGREEMENT

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

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. City grants Licensee permission to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the "**Work**"). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any other City property, including poles and conduits, will be governed under a separate agreement regarding that use.
- 1.2. Subject to State and Local Law. This Agreement and the License are subject to City's valid authority under state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.
- 1.3. Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances,

claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality to use Public ROW for similar or different purposes allowed Licensee under this Agreement.

2. Licensee's Obligations.

- 2.1. Individual Permits Required. Licensee will obtain City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. A new encroachment permit/fee shall be filed with the City for each individual project in connection with the Work in accordance with the City's applicable standards and practices. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City. In addition, upon prior written approval of Licensee, the City may contract with a qualified, licensed third party for all construction inspection services, and all reasonable, actual, and documented construction inspection costs directly borne by such services shall be borne by the Licensee. Licensee will collaborate with the City in good faith should the processing, field marking, engineering, and inspection associated with the issuance of individual permits exceed the City's staffing capacity.
- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City, including, but not limited to applicable OSHA and State of Utah stormwater legal standards and regulations.
- 2.4. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.5. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.6. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law).

Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

- 2.7. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them to City (in SHP format) upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections claimed by Licensee under the Government Records and Management Act, Chapter 2, Title 63G, Utah Code Ann., or its successor ("**GRAMA**").
- 2.8. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network.

3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse City under this section will be separate from Licensee's obligation to pay the License Fee (as defined below).
- 3.2. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a legitimate governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, Licensee will, upon written notice from City, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of City's governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Licensee to relocate or remove its Network Facilities with less than one hundred eighty (180) days' notice.
- 3.3. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with (a) City's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities

3.4. Non-Discrimination. City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.

3.5. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City.

4. Contractors and Subcontractors.

4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.

4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.

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

5. License Fee. Licensee will pay City a fee ("**License Fee**") to compensate City for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other City property as authorized. The License Fee will begin accruing on the Effective Date (as defined herein) and will be calculated as set forth in Section 5.1.

5.1. License Fee. Licensee will pay City two percent (2%) (the "**Revenue Percentage**") of Gross Revenues for a calendar quarter, remitted within forty five (45) days of the end of each calendar quarter, commencing on the first date on which Licensee receives any Gross Revenues (as defined below).

5.1.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.

5.1.2. Gross Revenues do not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to Customers or City;
- (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees

from the purchaser's customer;

- (iv) revenue derived from the provision of Broadband Internet Services to Customers where none of the Network Facilities used to provide such Broadband Internet Services are located in Public ROW;
- (v) any forgone revenue from Licensee's provision of Broadband Internet Services to Customers at no charge if required by state law;
- (vi) any revenue derived from advertising;
- (vii) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;
- (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to Customers;
- (ix) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);
- (x) any forgone revenue from Licensee's provision, in Licensee's discretion, of free or reduced cost Broadband Internet Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues; and
- (xi) sales of capital assets or sales of surplus equipment.

5.2. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the License Fee.

5.3. Government Records Access and Management Act. City is subject to the requirements of GRAMA. All materials submitted to City by Licensee pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure will rest solely with Licensee, and Licensee will comply with the requirements of GRAMA in asserting any such exemption. Such materials may be classified as "protected" by City under GRAMA. City will make reasonable efforts to notify Licensee of any requests made for disclosure of documents submitted under a claim of confidentiality. Licensee may, at Licensee's sole expense, take any appropriate actions to prevent disclosure of such material.

- 5.4. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within sixty (60) days from the specified due date will be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date.

6. Defense and Indemnity.

- 6.1. Obligations. Licensee will defend City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Licensee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the negligence or willful misconduct of Licensee or its contractors arising from this Agreement ("Third Party Legal Proceeding").
- 6.2. Exclusions. Section 6 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.
- 6.3. Conditions. Section 6.1 (Obligations) is conditioned on the following: (a) City must promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) business days after City became aware of the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Licensee's request; and (c) City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

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

8. Performance Bond. Licensee will, promptly after the Effective Date, provide City with a performance bond in the amount of ten thousand dollars (\$10,000) naming City as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement.

9. Insurance.

- 9.1. Licensee will carry and maintain:

- 9.1.1. Commercial General Liability (CGL) insurance, with policy limits not less than two million dollars (\$2,000,000) in aggregate and two million dollars (\$2,000,000) for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds. Licensee will increase the commercial general liability limits contained herein to cover

any increase in City's potential liability under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et. seq.) or successor provision.

- 9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be sent directly to City's insurance compliance representative upon City's written request.

10. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The Agreement will expire automatically on the twentieth (20th) anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.

11. **Termination.**

- 11.1. **Termination by City.** City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and one hundred twenty (120) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

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

12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment, except as set forth in Section 12.2.

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

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

12.1.2. to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

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

- 12.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" for purposes of this section means, with respect to: (i) a

U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

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

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

14. **General Provisions.** This Agreement is governed by the laws of the State of Utah and any litigation arising out of this Agreement shall be held in Cache County, Utah. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

[Signature page follows]

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

Google Fiber Utah, LLC

River Heights City

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:
520 S. 500 E
Logan, UT 84321

Date: _____

Email address: _____
Date: _____

**EXHIBIT A
FORM OF LETTER OF AUTHORIZATION**

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

River Heights City

[Addressee]

[Address]

Re: Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the Non-Exclusive Public ROW License Agreement dated _____ between River Heights City and Google Fiber Utah, LLC ("**Google Fiber**"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to City on behalf of Google Fiber.

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

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

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

Kind regards,

[Name]

Manager, Google Fiber Utah, LLC