

CITY OF FARMINGTON COUNCIL PROCEEDINGS (Summary)

A regular meeting of the Farmington City Council was called to order at 8:00 p.m. on May 17, 1982, by Mayor Alton L. Bennett in Council Chambers, 2600 Liberty Street, Farmington, Michigan.

PRESIDENT: Mayor Bennett, Councilmen Hartsock, Mitchell, Tupper, Yoder.
CITY OFFICIALS PRESENT: City Manager Deadman, Director Selfert, Attorney Kelly, City Clerk Bushey.

Minutes of the previous meeting were approved.

Minutes of other boards were received and/or filed.

Council held a Public Hearing to review the proposed 1982-83 fiscal year budget and the proposed use of Revenue Sharing Funds as contained in the proposed budget.

The Mayor introduced the students who had been elected to various city offices for Student Government Day, May 18, 1982.

Council granted permission to the A & F Store in the Downtown Center for a Sidewalk Sale to be held May 29 through May 29, 1982 from 10:00 a.m. to 7:00 p.m.

Council approved the use of a temporary Welcome Sign and parking on Gill Road during the Oak Hill Nursing Home's combination Country Fair and Garage Sale on June 5, 1982.

Council granted permission to Lucy's Oldies and Goodies to conduct an Antique and Collectors Show on May 30, 1982, in their parking lot at 3623 Grand River.

Council voted unanimously to disapprove the request of Pal Joey's, Inc., for a new Entertainment Permit.

Council authorized the City Clerk to receive bids to repair the roofs on the Department of Public Services Bldg. and the Fifth District Station.

Council authorized the expenditure of \$110,100 as the City's share of roof repair for the 47th District Court.

Council tabled the proposal to improve street lighting on Grand River and North CBD Parking Lot until their next regularly scheduled meeting.

Council approved partial payment of \$60,210.27 to Century Cement Company of Riverview, Michigan, for the Grand River Sidewalk Project.

Council received the Six Year Capital Improvement Program for 1982-1987 as adopted by the Planning Commission.

Public Comments were received.

Council accepted with deep regret the resignation of Richard L. Tupper.

Council received and filed the Financial Report for the General Fund and the 47th District Court for the ten months ended April 30, 1982.

The following ordinances were adopted:

ORDINANCE NO. C-488-82

AN ORDINANCE TO AMEND TRAFFIC CONTROL ORDERS

THE CITY OF FARMINGTON ORDAINS:

That the Traffic Control Order issued by the Chief of Police of the City of Farmington, dated February 4th, 1972, in hereby amended as follows: Chapter 5, Section 5.15, as provided for in Section 2.33 of the Uniform Traffic Code for Cities, Townships and Villages.

CHAPTER 5 "PROHIBITED PARKING" Add the following:

Section 5.15 - LAKEWATER STREET

(a) Both sides of the street, from Broadway to a point 60 feet south.

(b) Northbound signing, "No Parking - Here to Corner."

(c) Southbound signing, "No Parking This Side of Sign."

This ordinance was introduced at a regular meeting of the Farmington City Council on May 3, 1982, was adopted and enacted at a regular meeting of the Council on May 17, 1982, and will become effective ten days after publication.

AYES: Yoder, Bennett, Hartsock, Mitchell, Tupper.

NAYS: None.

ORDINANCE NO. C-486-82

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF FARMINGTON BY ADDING A NEW CHAPTER, WHICH NEW CHAPTER SHALL BE DESIGNATED AS CHAPTER 24 OF TITLE II, UTILITIES AND SERVICES, OF SAID CODE.

THE CITY OF FARMINGTON ORDAINS:

AN ORDINANCE GRANTING A FRANCHISE TO METROVISION OF OAKLAND COUNTY, INC., ITS SUCCESSORS OR ASSIGNS, TO OWN AND OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN FARMINGTON, MICHIGAN SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE, AND PROVIDING FOR THE REGULATION AND USE OF SAID SYSTEM, AND PROVIDING CIVIL PENALTIES FOR THE VIOLATION HEREOF.

WHEREAS, the City of Farmington has following reasonable notice conducted a full public hearing, affording interested parties an opportunity to be heard, which proceeding was concerned with the analysis and consideration of the technical ability, financial condition, legal qualification and general character of the franchisee; and

WHEREAS, the City of Farmington after such consideration, analysis and deliberation, has approved and found sufficient the evidence of technical ability, financial condition, legal qualification, and character of said franchisee; and

WHEREAS, the said City of Farmington has at the said public hearing, also considered and analyzed the plans of the franchisee for the construction and operation of the cable television system and found the same to be adequate and feasible in view of the needs and requirements of the entire area to be served by the said system;

WHEREAS, Council has determined that it is in the best interest of and consistent with the convenience and necessity of the City of Farmington to grant a franchise to Metrovision of Oakland County, Inc. to operate a cable television system within the confines of the City of Farmington and on the terms and conditions hereinafter set forth; NOW THEREFORE BE IT ORDAINED by the Council of the City of Farmington, State of Michigan:

SECTION 1. DEFINITIONS

a. "Cablecasting" is programming carried on a cable system, exclusive of broadcast signals, whether originated by the cable operator or any other party.

b. "Cable Television System" or "CATV System," shall mean a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities, designed and constructed for the purpose of producing, receiving, transmitting, amplifying and distributing, audio, video and other forms of electronic or electrical signals, located in the City. Said definition shall not include any such facility that serves or will serve only subscribers in one or more multiple unit dwellings under common ownership, control or management, and does not use City rights-of-way.

c. "City" is the City of Farmington in its present incorporated form or as it may be changed by annexation.

d. "Council" shall mean the governing body of the City of Farmington.

e. "Grantee" is the Metrovision of Oakland County, Inc. and its or their lawful successors and assigns.

f. "Gross Revenues" will be any and all compensation actually collected, in whatever form, exchange or otherwise, derived from the provision of all cable services in the City.

g. "Subscriber" is a recipient of cable television service.

h. "Two-way communications" means the transmission of telecommunications signals from subscriber locations or other points throughout the system back to the system's control center as well as transmission of signals from the control center to subscriber locations.

i. "User" means a party utilizing a cable television system channel for purposes of production or transmission of material to subscribers, as contrasted with receipt in a subscriber capacity.

SECTION 2. GRANT OF AUTHORITY

There is hereby granted to the City of Farmington to the Grantee, the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above or under the streets, alleys, public places, and places now laid out or dedicated and all extensions thereof, and additions thereto, in the City poles, wires, cables, underground conduits, manholes, and other cable conductors and fixtures necessary for operation in the City and to determine the satisfactory performance of the communications system, to be used for the sale and distribution of cable services to the residents of the City. Said broadband cable services shall include, but shall not be limited to, the carriage of television and radio signals and any cable-casting programming.

The Grantee shall, at all times during the operation of this franchise, be subject to all lawful exercise of the police power as may be hereafter provided by the franchising authority. Nothing in this ordinance shall be construed as granting to Metrovision of Oakland County, Inc. the exclusive privileges for the purposes herein set forth.

SECTION 3. DURATION OF FRANCHISE; RENEWAL

a. The duration of the rights, privileges and authorities hereby granted shall be fifteen (15) years from the date the franchise is awarded. The franchise may be renewed by the City upon application of the Company pursuant to the procedure established in subsection b of this section and in accordance with the then applicable law.

b. Renewal

(1) At least fifteen (15) months prior to the expiration of the franchise, Grantee shall inform the City in writing of its intent to seek renewal of the franchise and thereupon file with the City a proposal for renewal.

(2) Upon receipt of Grantee's notice to renew the franchise, the City shall give public notice and proceed to determine whether the Grantee has satisfactorily performed its obligations to the City. To determine the satisfactory performance of the City shall consider technical developments and performance of the system, programming, other services offered, cost of services, and any other particular requirements set forth in the ordinance; also, the City shall consider the Grantee's proposals and its annual reports made to the City and the FCC, and the performance of the current state-of-the-art of broadband communications on a national basis shall also be considered. Provision shall be made for public comment.

(3) Following the official publication of notice in Section 3(b) a six (6) month period shall be provided to determine the Grantee's eligibility for renewal.

(4) The City shall then prepare and submit within two (2) months any amendments to this ordinance that it believes necessary.

(5) If, based upon Grantee's performance during this franchise term, the Grantee's new proposal, and report thereon, and the public hearings, Council finds a renewal of the franchise with Grantee within the public interest, Council may enter into a renewal of the franchise with Grantee for an additional term of up to ten (10) years under such terms and conditions as the City may determine.

(6) In the event the Grantee is not selected by the City to have performed unsatisfactorily, new applicants may be sought and evaluated and a new franchise award may be made by the City.

SECTION 4. FRANCHISE TERRITORY

The franchise is for the present territorial limits of the City of Farmington and for any area hereafter added thereto during the term of this franchise.

SECTION 5. SERVICE AVAILABILITY AND RECORD REQUEST

The Grantee shall provide cable television service throughout the entire franchise area pursuant to the provisions of this franchise and shall keep a record for at least three (3) years of all requests for service received by the Grantee. This record shall be available for public inspection at the local office of the Grantee during regular office hours.

SECTION 6. CATV SYSTEM CONSTRUCTION

a. Construction Map and Schedule

(1) Map and Plan

Grantee has submitted a construction plan which is incorporated herein by reference and made a part hereof as Exhibit A. The plan consists of a map of the entire franchise area and clearly delineates the following:

(a) The areas within the franchise area where the cable television system will be initially available to subscribers including a schedule of construction for each year of construction.

(b) Areas within the franchise area where extension of the cable television system cannot reasonably be done due to lack of present or planned development, or other similar reasons, with the areas and the reasons for not serving them clearly identified on the map.

(2) Early Construction and Extension

Nothing in this section shall prevent the Grantee from constructing the system earlier than planned. However, any delay in the system construction beyond the times specified in the plan report timetable shall require application to and consent by the Council.

(3) Commencement of Construction

Construction in accordance with the plan submitted by Grantee shall commence as soon after the grant and acceptance of the franchise as is reasonably possible. Failure to proceed expeditiously shall be presumed in the event construction is not commenced within twelve (12) months of the grant and acceptance of this franchise.

(4) Underground and Overhead Construction

In all sections of the City where the cables, wires, or other like facilities of public utilities are placed underground, the Grantee shall place its cables, wires, or other like facilities underground to the maximum extent that the existing technology reasonably permits the Grantee to do so. If at any time the City determines that existing wires, cable, or other like facilities of public utilities anywhere in the City shall be changed from an overhead to an underground installation, the Grantee shall also, at Grantee's sole expense, convert its system to an underground installation.

In areas of the City where electrical or telephone systems are installed on poles above ground, the Grantee shall have the option of installing the system in like manner above ground or underground.

(5) Additional Mandatory Extension

Extension of the system into any areas not specifically treated in the plan, Exhibit A, shall nonetheless be required if the terms of any of the following conditions are met:

(a) Mandatory Extension Rule

Grantee shall extend system upon request to any contiguous area not designated for initial service in Exhibit A when potential subscribers are served by extension of system past occupied dwelling units equivalent to a density of thirty (30) homes per mile of street. Extension shall be at Grantee's cost. If undergrounding is required by regulation, Grantee must make installation at Grantee's expense. Where aerial extension is allowed by regulation, but underground installation is requested by beneficiary subscribers, the cost of undergrounding that exceeds estimated aerial extension cost may be charged to beneficiary subscribers.

Areas not contiguous to initial service area shall be serviced in the following manner:

The Grantee will extend service to all areas where there are 20 homes per mile or more. This would include all new developments. An additional connection charge is permitted for homes in these areas calculated in the following manner: The Company will determine its investment per mile of CATV plant. This number will then be divided by 30 (the number of homes the Company agrees to serve per mile with no additional charges). The resulting figure will be the Company's required investment per home and this will then be multiplied by the number of potential subscribers by the requesting service. The product will then be the Company's investment to serve the number of subscribers requesting service. The difference between this required investment and the cost of the plant mileage necessary to reach these subscribers will be divided equally among those potential subscribers and will constitute the additional installation charge.

(b) Early Extension

In areas not meeting the requirements for mandatory extension of service, Grantee shall proceed upon the request of five (5) or more potential subscribers desiring service, an estimate of the costs required to extend service to said subscribers. Grantee shall then extend service upon request of said potential subscribers according to the rate schedule. Grantee may require advance payment or assurance of payment satisfactory to Grantee. The amount paid by subscribers for early extension shall be non-refundable, and in the event the area subsequently reaches the density required for mandatory extension, such payments shall be treated as consideration for early extension.

(c) New Development Undergrounding

In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give Grantee reasonable notice of such construction or development, and of the particular date on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching.

Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trench is available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five (5) day period, the cost of new trenching is to be borne by Grantee. Except for the notice of the particular date on which trenching will be available to Grantee, any notice provided to Grantee by City of a preliminary plan request shall satisfy the requirements of reasonable notice if sent to the local general manager or system engineer of Grantee prior to approval of the preliminary plan request.

b. Special Agreements

Nothing herein shall be construed to prevent Grantee from serving areas not covered under this section upon agreement with developers, property owners, or residents.

c. Delay in Construction Timetable

Any delay beyond the terms of this timetable, unless specifically approved by the Council, will be considered a violation of this ordinance for which the provisions of either Section 22 or Section 23 shall apply, as determined by the Council.

d. Aerial Drops Exceeding 400 Feet

With respect to requests for connection requiring an aerial drop line in excess of four hundred (400) feet, the Grantee must extend and make available cable television service to such residents at a connection charge not to exceed the actual installation costs incurred by the Grantee for this distance exceeding four hundred (400) feet.

SECTION 7. CONSTRUCTION AND TECHNICAL STANDARDS

a. Compliance with Construction and Technical Standards
Grantee shall construct, install, operate and maintain its system in a manner consistent with all laws, ordinances, construction standards, governmental requirements, FCC technical standards, and detailed standards submitted by Grantee as part of its application, which standards are incorporated by reference herein. In addition, Grantee's annual proof of performance tests conducted pursuant to FCC standards and requirements. Grantee shall pay the costs incurred by the City for any technical assistance deemed necessary by the City for obtaining independent verification of technical compliance with all standards.

b. Additional Specifications

Construction, installation and maintenance of the cable communications system shall be performed in an orderly and workmanlike manner. All cables and wires shall be installed, where possible, parallel with and in the same manner as electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. Underground installations shall be in conformance with applicable codes.

The Grantee shall maintain equipment capable of providing standby power for headend, transportation and trunk amplifiers for a minimum of four (4) hours.

Grantee shall at all times comply with:

(1) National Electrical Safety Code (National Bureau of Standards);

(2) National Electrical Code (National Bureau of Fire Underwriters);

(3) Bell System Code of Pole Line Construction; and

(4) Applicable FCC or other Federal, State and local ordinances and regulations.

In any event, the system shall not endanger or interfere with the safety of persons or property in the franchise area or other areas where the Grantee may have equipment located.

SECTION 8. TRANSFERS AND ASSIGNMENTS

a. This franchise shall not be assigned or transferred, either in whole or in part, or leased, sold, or mortgaged in any manner, nor shall title thereto, either legal or equitable or any right, interest or property therein, pass to or vest in any person other than the prior owner or assignor of the City. The proposed assignee must show technical ability, financial capability, legal qualifications and general character qualifications as determined by the City and must agree to comply with all provisions of the franchise. City shall be deemed to have consented to a proposed transfer or assignment in the event its refusal to consent is not communicated in writing to Grantee within one hundred twenty (120) days following receipt of written notice of the proposed transfer or assignment.

b. The Grantee shall promptly notify the City of any actual or proposed change in,

or transfer of, or acquisition by any other party of, control of the Grantee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make the franchise subject to cancellation unless and until the City shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualifications of the prospective controlling party, and the Grantee shall assist the City in any such inquiry.

c. A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of 10 percent of the voting interest of the Grantee.

d. The consent or approval of the City Council to any transfer of the franchise shall not constitute a waiver or release of the rights of the City in and to the streets, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of this franchise.

e. In any absence of extraordinary circumstances, the City will not approve any transfer or assignment of the franchise prior to substantial completion of construction of proposed system.

f. The City Council reserves the right to review the purchase price of any transfer or assignment of the cable system. Any assignee to the franchise expressly agrees that any negotiated sale value which the Council (acting upon professional advice) deems unreasonable will not be considered in the rate base for any subsequent request for rate increases.

g. To event shall a transfer of ownership or control be approved without successor in interest becoming a signatory to this franchise agreement.

SECTION 9. SUBSCRIBER SERVICE RATES

a. Initial Rates

(1) The Grantee shall establish initial rates for its services in accordance with the rates contained in Grantee's application for this franchise and in accordance with Exhibit B attached hereto and made a part hereof.

(2) Initial basic service rates shall be effective for a minimum of three (3) years from the date the provision of cable service to subscribers commences or upon completion of construction proposed for the first two (2) years, whichever period is longer.

b. Minimum Timing of Requests. The Grantee may initiate a rate change at any time after above-stated period, provided not more than one (1) request may be made by the Grantee in any twelve (12) month period.

c. Rates Subject to Review. The Council shall have the authority to review the subscriber contract document, if any, and review the following rates, fees and charges:

(1) Rates for the provision of basic service of subscribers, whether residential or commercial.

(2) Rates for the connection, installation and reinstatement (including converters) of basic service, whether residential or commercial.

(3) Rates for installation, connection and reinstatement of basic service where unusual circumstances exist such as remote or inaccessible subscriber locations or subscriber requested underground service drops.

d. The Grantee may petition the Council for a change in rates by filing a proposed rate schedule with the City Clerk which petition shall include the justification(s) for the proposed schedule. Said petition shall be filed at least sixty (60) days prior to the required implementation date of the rate change. One (1) copy of the petition shall remain on file with the City Clerk and be open for public inspection.

e. Within sixty (60) days of the filing of the petition for rate change, the Council may hold an appropriate public hearing to consider the proposed rate change, at which hearing all persons desiring to be heard, including the Grantee, shall be heard on any matter, including but not limited to, the performance of this franchise, the Grantee's services, and the proposed new rates.

f. Use of notice of any public hearing as provided in subsection (e), the Grantee shall notify its subscribers of the time, place and subject matter of the public hearing by announcement on at least two (2) channels of its system between the hours of 7:00 p.m. and 9:00 p.m., for at least five (5) consecutive days prior to the hearing. In addition, notice of any public hearing shall be published in a newspaper of local general circulation at least once, but not less than seven (7) days before the public hearing.

g. Within sixty (60) days after said hearing, the Council shall render a written decision on the Grantee's petition, either accepting, rejecting, modifying or deferring the same and reciting the basis of its decision. The Council shall consider, inter alia, the following factors in approving or disapproving the petition:

(1) the ability of the Grantee to render system services and to derive a reasonable profit therefrom under the existing rate schedule and under the proposed rate schedule;

(2) the revenues and profits derived from system services;

(3) the efficiency of the Grantee;

(4) the quality of the service offered by the Grantee;

(5) the original cost of the system less depreciation;

(6) a fair rate of return with respect to the cost of borrowing and the rates of return on investments having similar risks to that of cable television;

(7) the extent to which the Grantee has adhered to the terms of this agreement; and

(8) fairness to City residents, subscribers and users.

h. The Council shall not consider any valuation based upon this franchise or the Grantee's goodwill and these items of value shall neither be amortized as an expense nor shall a return be paid on them.

i. If the Council fails to render a written decision either accepting, rejecting, modifying, or deferring Grantee's petition within sixty (60) days after said hearing, the Grantee shall, provided that it shall keep accurate full and complete accounting of the provision of basic service, be entitled to put its proposed new rates into effect on a provisional basis, thereafter to be subject to full and complete accounting of the amount received from said provisional rates and shall be obliged for a period of sixty (60) days thereafter to refund the amount by which said provisional rates exceed the rates ultimately established by the Council. Upon request by the Council, the Grantee shall provide a bond or other reasonable security to insure that possible refunds due under this subsection shall be promptly made. The bond or security shall be in an amount not to exceed the difference between the amount of revenues generated in sixty (60) days at the previously existing rates and the amount of revenues expected to be generated in sixty (60) days at the provisional rates.

j. If no final decision on the Grantee's petition has been rendered by the Council within one hundred twenty (120) days of the hearing, the Grantee's petition will be deemed approved.

k. The Grantee's petition for a rate increase shall include, but not be limited to, the following financial statements, which shall reflect the operations of the Farmington, Farmington Hills and Novi system only.

(1) Balance Sheet
(2) Income Statement
(3) Cash Flow Statement
(4) Statement of Sources and Applications of Funds
(5) Detailed Supporting Schedules of Expenses, Income, Assets and other items as may be required
(6) Statement of Current and Projected Subscribers and Penetration.

l. The Grantee's accounting records applicable to this system shall be available for inspection by the City at all reasonable times. The Council shall have access to records of financial transactions for the purpose of verifying burden rates or other indirect costs provided to this particular operation. The documents listed above shall include sufficient detail and/or footnotes as may be necessary to provide the Council with the information needed to make accurate determinations as to the financial condition of the system. All financial statements shall be prepared in accordance with generally accepted accounting principles by an independent Certified Public Accountant.

SECTION 10. PAYMENT OF FRANCHISE FEE

a. For the reason that the streets to be used by the Grantee in the operation of its system within the boundaries of the City are valuable public properties acquired and maintained by the City at great expense to its taxpayers, and that the grant to the Grantee to the said streets is a valuable property right without which the Grantee would be required to invest substantial capital in right-of-way costs and acquisitions, and because the City will incur costs in regulating and administering the franchise, and at the option of the Council, the City may make available a portion of the franchise fee to further the development of public and community uses of cable TV, the Grantee shall pay to the City an amount equal to three percent (3%) of Grantee's gross annual revenue from all sources attributable to the operations of the franchise within the confines of the City of Farmington. In the event that it is determined that the FCC lacks jurisdiction to impose a limitation on franchise fees, or that the limit is raised, then the franchise fee will be subject to renegotiation.

The franchise fee shall be payable quarterly to the Office of the City Treasurer. The Grantee shall file a complete and accurate verified statement of all collected gross revenue within the City during the period to which payment is due. The statement shall be made and paid payment shall be made to the City not later than thirty (30) days after the expiration of the month for which payment is due. Other costs or penalties assessed shall be payable to the Office of the City Treasurer on the tenth (10th) day of the month following the date of billing.

c. The City shall have the right to inspect the Grantee's income records and the right to audit and to recalculate any amounts determined to be payable under this ordinance, provided, however, that such audit shall take place within thirty-six (36) months after the close of each of the Grantee's fiscal years. Any additional amount due to the City as a result of the audit shall be paid within thirty (30) days following written notice to the Grantee by the City which notice shall include a copy of the audit report.

d. In the event that any franchise payment or recompensed amount, cost or penalty, is not made on or before the applicable dates hereof specified, interest shall be charged daily from such date at the annual rate of twelve percent (12%).

e. Should payment not be made to the City as herein above recited, the City may initiate appropriate litigation to collect said amount, and in such case, Grantee shall pay all costs of litigation including all attorney fees.

SECTION 11. REQUIRED SERVICES AND FACILITIES

Grantee agrees that its entire bid proposal as submitted in response to the City's "Request for Proposal" dated March 6, 1981, including its written "Response to the City's Request for Proposal" dated March 12, 1981, and its oral presentation to the City's preliminary evaluation in Farmington Hills, Michigan, on March 12, 1981, shall constitute the entire agreement between the Grantee and the City, are incorporated herein by reference and made a part hereof. Certain general provisions of the bid proposal are specifically outlined in this section for purposes of identification and briefly in any way limiting the foregoing.

a. Proposed Rates