



Sunset City Corporation

200 West 1300 North • Sunset City, Utah 84015 • 801-825-1628

CITY COUNCIL AGENDA REGULAR MEETING

PUBLIC NOTICE IS HEREBY GIVEN that the Sunset City Council will hold a regular meeting at 6:30 p.m. on Tuesday, October 18, 2022 at the Sunset City Office Building, 200 West 1300 North, Sunset, Utah. Any information or items for the Council's consideration must be furnished at least ten (10) working days prior to the scheduled meeting to give the needed time to study the request. Agenda shall be as follows:

REGULAR SESSION

- A. CALL TO ORDER & WELCOME**
 - B. INVOCATION AND PLEDGE OF ALLEGIANCE** by Council Member Smalling
 - C. APPROVAL OF MINUTES** – September 20, 2022
 - D. APPROVAL OF VOUCHERS** – Lexipol LLC for \$19,061.20 for Law Enforcement implementation of Annual Law Enforcement Policies
 - E. PUBLIC COMMENTS**
-
- 1. Approval of Strategies for the Moderate Income Housing Report and Update of General Plan Recommended by Planning Commission**
 - 2. Consider Resolution 2022-28 Comcast Franchise Agreement**
 - 3. Mayor, Council and Department Head reports**
 - 4. Adjourn Regular Session**

WORK SESSION

- 1. Discuss CivicReady Emergency Communication System**
- 2. Discuss Main Street Requirements for Developers for Potential Ordinance Updates**
- 3. Discuss Building Department Fees**
- 4. Mayor, Council and Department Head reports**
- 5. Adjourn**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Sunset City Offices, (801) 825-1628, at least three (3) working days prior to this meeting.

Posted and e-mailed to local newspaper – October 14, 2022

Nicole Supp, Recorder

**Sunset City Corporation
City Council Minutes
September 20, 2022
Page 1 of 9**

Minutes of a regular meeting held September 20, 2022 at Sunset City Hall, 200 West 1300 North, Sunset, Utah; Mayor D Howard Madsen presiding.

REGULAR SESSION

Mayor and Council Present:

D Howard Madsen
Chad Bangerter
Beverly Macfarlane
Nakisha Rigley
Nancy Smalling
Scott Wiggill

Mayor
Council Member
Council Member
Council Member
Council Member
Council Member

City Employees Present:

Mark Becraft
Brett Jamison
Linda J. Youngdell
Nicole Supp
Jason Monroe

Fire Chief North Davis Fire District
Police Chief
Treasurer/Office Manager
Recorder
Public Works Director

Others Present:

Hope Thompson
Ray Chapman
Joseph Cook
Henry De'Verona
David Brown

Sunset Resident
Sunset Resident
Falcon Hill
Falcon Hill
Connex Fiber

The regular session was called to order at 6:30 p.m. by Mayor D Howard Madsen.

Council Member Rigley gave the invocation and led the Pledge of Allegiance.

Regular Meeting:

Approval of Minutes: Council Member Wiggill made a motion to approve the meeting minutes for September 13, 2022 as presented and Council Member Rigley seconded the motion. Council Member Macfarlane abstained from the motion since she was not present for the meeting. The motion passed unanimously with Council Members Bangerter, Rigley, Smalling and Wiggill.

Public Comments: Hope Thompson thanked the City for how the fluoride situation this past week was handled. She said the City did a great job keeping citizens informed; she was able to easily find the information on the website and said the information was there for everyone. Mrs. Thompson suggested the reverse 911 call or a calling tree of some type to be implemented next time. She thanked Council and said they do not get enough "good jobs!"

1. **Update from David Brown from Connex Fiber:** David Brown from Connex Fiber notified Council Connex is almost finished mapping out the whole City for fiber. There was a natural barrier at the railroad tracks between Sunset and Clinton. In order to finish Sunset

he has to finish a small area in Clinton which connects on the back end of Sunset. On the northern end Connex is finishing up Roy in order to get the back haul end for Sunset. Mr. Brown indicated he anticipates having the City completed within a year. Council Member Rigley asked how many people are starting to complain about digging the lines underground. Mr. Brown expressed it is painful for the residents and Connex when they have to dig even though they fix what they have dug up. Connex has a special phone number for complaints; unfortunately, the residents don't typically complain to Connex, they will call the City to complain so his company isn't notified as often. Mr. Brown assured Council most of Sunset is going to have aerial lines (aerial lines are the turquoise lines on the map) so the hope is there won't be much grievance for the residents. The aerial lines will be on Rocky Mountains shared poles. Council Member Macfarlane asked if Connex will be for only those residents who wish to sign up. Mr. Brown stated yes. Council Member Macfarlane asked if he has had a good response from residents. Mr. Brown conveyed around 300 residents are interested with the pre-advertisements. He said more notification will go out to the residents once the work begins which will also give them a better idea of how many residents would like to sign up. With the notification process more residents are made aware of how Connex works and what it offers. Council Member Macfarlane expressed some residents have called her because Rocky Mountains power lines are sagging into their yard and is causing some friction for them. Mr. Brown explained before starting any work on Rocky Mountain's poles they are required to notify them of the labor they want to perform. He is required to report the height of the attachment, the mid-stand of where the lines are and have to maintain a certain distance away from their lines. Mr. Brown explained in backyards the lines are allowed to go fairly low because of an easement. Council Member Macfarlane inquired if Connex is going to set up for Administration and Public Works. Mr. Brown described typically when he works with cities he will ask the City to show him everything they want connected and will provide the city with their own private network. Council Member Macfarlane questioned if Connex is allowing for future changes especially with the work approaching on 1800 north. Mr. Brown assured Council nothing is set in stone and if need be they can reroute if necessary.

2. Consider Resolution 2022-22 Approving Addendum #3 for the Lofts at Falcon Ridge:

Joseph Cook explained Addendum #3 was already approved in a prior meeting in which the unit mix was discussed and he is seeking the approval of the actual document today. Council Member Bangerter asked if the attorney has had time to review the document. Recorder Supp said he has. Council Member Bangerter then asked if there were any other concerns. Public Works Director Monroe stated the on street parking needs to be removed from the addendum since the City does not allow on street parking. As well as he needs clarification on selling the whole building as condominiums or renting the whole building as apartments. Mr. Cook said by law it would have to be one or the other there will be no mix of apartments and condominiums in the same building. Council Member Bangerter said there is a concern of the on street parking in the addendum and Mr. Cook said it can be removed, there is enough parking in the plans he does not need to utilize the on street parking. Council Member Bangerter question 5. Paragraph 4.1 from the addendum saying in the BMU ordinance 10-5F-4A it states the Developer is entitled to count "available on-street parking" towards his

total parking requirement so since this is legally binding he asked if Mr. Cook was fine if the entire paragraph 5 be stricken from the addendum. Mr. Cook agreed it could be removed.

Council Member Bangerter made a motion to approve Addendum #3 to the Lofts at Falcon Ridge with the exception of Paragraph 5 be removed in its entirety and Council Member Wiggill seconded the motion. Council Member Macfarlane asked if the Developer was going to reduce or share the parking with the residential and commercial. Mr. Cook advised there will be no shared parking. Mayor Madsen commented he never liked the idea of halfway through the property changing to sell or rent the units and wanted assurance the Developer would not sell some units and rent the rest. Mr. Cook stated in order to sell as condos they have to have 50% owner occupied so there will be no mixing in the next two buildings. The motion passed unanimously with a roll call vote from Council Members Bangerter, Macfarlane, Rigley, Smalling and Wiggill voting yes.

3. **Discuss Renewal of the Comcast Franchise Agreement:** Mayor Madsen relayed to Council the original Comcast Franchise Agreement was for 15 years, the Attorney has gone over the new contract and suggested a 5 year term. Comcast compromised suggesting an 8 year contract since there is a telecommunications statute. The City Attorney agrees an 8 year contract is sufficient. Council Member Bangerter asked if this was just for the City offices or for the whole City. Council Member Macfarlane asked if the City is going to have both Comcast and Connex. Council Member Bangerter confirmed both services offer internet and the residents are free to choose who they would like to obtain services from. Mayor Madsen asked for an okay to sign the renewal contract from Council. Recorder Supp clarified the agreement would be for an 8 year term. All Council Members agreed.

Council Member Macfarlane started off with an apology for missing the final budget meeting. She then expressed her appreciation for the new Code Enforcement Officer for all of his hard work on helping beautify the City. Council Member Macfarlane voiced concern for the agreements the City has been making with UDOT. She said with a limited crew it makes for a lot of work. Council Member Macfarlane announced some of the seniors living in the City have now been moved into assisted living. Janet Lujan a long time resident of the City is now at the assisted living on Harrison Boulevard and she visits her and Mildred Lee often and they are doing well. Council Member Macfarlane articulated her appreciation to the City staff on behalf of all their hard work with the fluoride situation. She thanked Chief Jamison for doing the reverse 911. Mayor Madsen notified Council Mildred Lee passed away a couple of days ago on the 17th.

Council Member Bangerter asked Council Member Macfarlane to clarify her concerns with UDOT. Council Member Macfarlane stated in the agreements she has seen regarding the City and the relationship with UDOT it seems like the City will have to do all of these items in regards to maintaining things and UDOT will not be. Mayor Madsen assured her these are standard agreements the City Attorney has gone over and made sure they are okay for the City. He also said Director Monroe is on top of things and will make sure it goes smoothly. Council Member Bangerter noted these are basic contracts from UDOT; it is standard for UDOT to do work on building a new road and handing over the maintenance of the road to

the City. He mentioned the 1800 north project and believes it will completely change the City. Council Member Bangerter raised his concerns with the fluoride issue. He asked if Sunset was the only City affected. Director Monroe said Clinton City also had an over fluoridation in their water. Council Member Bangerter shared his problems with Weber Basin; if the City cannot control how much fluoride is put into the water why is Weber Basin not here apologizing for this mistake. If it was Sunset's mistake we would be apologizing. He relayed he had called Weber Basin twice to get answers as to how the over fluoridation contamination in the City's water happened and each time they told him they didn't know. He reiterated his concern and asked Weber Basin come to Council to talk about it. Mayor Madsen said Weber Basin isn't here but they should be. Once the State heard about the contamination the City had to follow their rules. We had to wait for a press release from the State which was approved by himself and Director Monroe. By the time the press release was approved to be distributed it was late and the School District had already notified parents and the City was told to flush our lines. Council Member Macfarlane agreed Weber Basin should be here apologizing. She stressed the importance of the City having emergency plans in place. Director Monroe stated his hands were tied once the State took over; he had to follow their rules. Mayor Madsen voiced his concerns with Weber Basin and also believes they have a responsibility to be here notifying the City of what happened. Council Member Bangerter stated the residents need to hear what they have to say. He noted he has been to the Weber Basin water plant, Director Monroe interjected and said the over contamination did not happen at the plant. Council Member Bangerter remarked on the Facebook comments he read through the posts of Council Member Rigley; people can be very unappreciative. The City tries to do a good job, cleaning the bathrooms at the parks, upkeep on the buildings, etc. Council Member Bangerter thanked everyone for their hard work and thanked the residents.

Council Member Smalling indicated she would like to understand the reverse 911 call. She wondered how come some people received a call and others didn't. She would love to have a learning session for residents interested in learning how to sign up for the reverse 911 and how to find important information on the website. She firmly believes educating the residents will help next time there is an emergency situation. Council Member Smalling said she is concerned for the elderly residents who might not have been aware. She received one phone call from an elderly resident who did not have the technical skills when using the internet, in which she helped explain the situation the best she could. She praised everyone for doing a great job in taking care of the emergency. Personally she said she is shocked Weber Basin is not here taking responsibility and explaining what happened and how it will be better in the future. She said it is not the responsibility of the City staff to explain what happened and felt bad they were bombarded with phone calls. Council Member Smalling reported on the Mosquito Abatement meeting she attended. The season is winding down for them now and you will still see mosquitos especially in standing water. She has been working hard planning the Veterans Program this year. It will be held on November 10th which is a Thursday; she said she decided to do a Thursday because it is harder to get residents here on a Friday. She has a theme but is still in the beginning stages. She hopes she will be able to incorporate the new Veterans Park into the celebration. This past Thursday Council Member Smalling was able to attend a push ceremony where they push the new fire truck into the station; it was pretty awesome and fun to see. She is very passionate over the firefighters; she was one for

four years and never got to participate in a push ceremony so she enjoys being a part of the North Davis Fire District Board. She reminded everyone on October 3rd North Davis will be putting on their Fire Prevention Day, it will be a wonderful opportunity to educate children on fire safety.

Council Member Rigley thanked everyone for their efforts with the water issue. Everyone tried to let others know and did a good job. Some people are finger pointers instead of showing empathy and compassion to one another. We are their neighbors too and the Council and City workers worked really hard to get the information to everyone. She said she will continue to remind everyone to show more understanding for others. We did our best in the situation. Council Member Rigley shared the Youth Council are having a Community Halloween Party on October 21st which is a Friday from 4pm-9pm. They are going to have a costume contest, pizza, photo props and witches brew. She said she is working on getting the word out other ways than Facebook so hopefully more of the community will come. Council Member Rigley indicated she has brought the idea of getting an emergency communication app for the City. For big emergencies there are possibilities of using apps to get information to more residents. She said it is worth looking into and also seeing what other cities do in these types of situations.

Council Member Wiggill wanted to give his time over to Fire Chief Mark Becraft to report.

Council Member Macfarlane wanted it to go on record she thought the Mental Health Awareness Fair was amazing and praised Council Member Rigley for all of her hard work. Council Member Macfarlane also thanked Council for their condolences on the passing of her mother.

Police Chief Brett Jamison explained how the reverse 911 works. He said when reverse 911 was implemented it was originally designed for landlines. When he does a reverse 911 he can choose to do a single block or the whole city. For the water emergency he did the reverse 911 call for the whole City. He said once he has some type of policy or memo he cannot start a reverse 911 call. Once he got word from Director Monroe he sent the memo to dispatch and initiated the call to go out. Chief Jamison stated shame on Weber Basin. As an entity they should have an emergency notification plan as well when things like this happen. The City ended up having to fix their mistake. Chief Jamison reported he is down two Police Officers; everybody wants officers right now and he is struggling to find new hires. The State is 600 cops short. He went to POST and there were only 13 people in the class and 8 have been spoken for so far. He spoke with a few other chiefs and the last 4 people they had hired they had to let go because they do not meet certain criteria. Other than down two officer's things are going great.

Fire Chief Becraft expressed the Fire District are facing the same struggles with finding firefighters and EMS personnel. Every fire department is stealing staff from one another with all of the wage studies going on. Chief Becraft reported Sunset has an average of 30 calls a month. In the last three months the Fire District has had 127 calls; those numbers are for the entire district they serve. Chief Becraft said in the next two years the District will have more

high density areas to cover with the taller buildings coming in there will be about 4,000 new units, including Sunset. He is hoping to do an open house for Sunset and Clearfield for the station. The District has a lot of things going on with the two new schools in west point, 1800 off ramp and the 193 exchange. The paramedic program is up and running well. Chief Becraft remarked on the Push Ceremony; Engine 42 is the new Engine and it is the one which will serve Sunset. The tradition of the Push Ceremony dates back to the 1800's where they had horse drawn steam engines. When they would finish on a call they had to unhook from the horses, drain the water and wash the horses off then push the engine back in. He believes the ceremony is a thank you celebration to the community and the governing body for the equipment. Council Member Wiggill asked for a brief update on the new station progress. Chief Becraft this week he has a meeting where they will talk about the anticipated high water table. They completed some studies and the bad news is the plans had to be re-engineered because of the seismic water table which pushed back the timeframe. The estimated start time frame is 2-3 weeks and projected completion is 12 months. Chief Becraft questioned the completion of 12 months and figures it will take longer. Council Member Macfarlane asked for clarification on the engineering because of the water table. Chief Becraft explained there were less aggregated tiers needed in the ground to help with the water table. Council Member Macfarlane said hopefully that will save money. Chief Becraft said in the aspect of the original design it saved money towards the tiers needed but construction costs are increasing daily. Council Member Bangerter asked for an explanation on how many calls Sunset had. Chief Becraft said 30 calls is average but over 2 ½ months there has been 127 calls combined. Council Member Bangerter asked if there are problems staffing. Chief Becraft said currently he is covering but it will not be sustainable forever, he does not want to run his employees into the ground with mandatory overtime. He has run into issues with the wage studies and thinks he will need to adopt another wage increase in the next budget or he will start losing people. The board will start looking into this to find solutions.

Council Member Smalling announced statistics on the new Engine 42. She said she is a bouncing baby girl! She weighs 24.5 tons, 31' 9 1/2" long, born September 9th, 2022 and her name is Rosie! She said the community had a contest and named her Rosie. Council Member Wiggill said Engine 42 will be the Engine you see driving around our community. Chief Becraft noted Rosie carries 1,000 gallons of water and 300 gallons of foam. Rosie is a pump and roll engine, meaning you can drive and shoot water at the same time for freeway fires and other incidents along those lines. Rosie is equipped with a trivet with a joystick in the front which flows water out of the front. Council Member Bangerter asked how many people are required to operate the truck; when the City had a fire truck it took four firefighters to run. Chief Becraft said four firefighters is an NFPA safety requirement but three to four workers can go on a working incident but hypothetically a Captain and a driver could go on a fire and start squirting water.

Treasurer/Office Manager Youngdell commented on the reverse 911 call, Recorder Supp's direct work phone line received the call and left a message. The Planning Commission has agreed to change their meeting date for November to accommodate for the Veterans

Program. Lastly, she notified Council Recorder Supp will be leaving tonight to head up to Logan for the Recorder's Conference and will be out the rest of the week.

Director Monroe provided an update on the Veterans Park; he said the rocks have been delivered for the water feature. Public Works will be hooking up the water. Rocks for the flags have been set. The dumpster bin has been built. They are waiting for asphalt. The two water leaks on 1800 North have been fixed; it unfortunately took three months to get the permit.

Director Monroe asked Council hold their questions until the end of his explanation of the fluoride issue. He described on September 14th he received a phone call from Weber Basin, he was on a Zoom meeting and they ended up calling him three times so he returned their call. The informed him there was some work being done on their scatus system; the scatus system has satellites in every location to keep track of tank heights, they all have ID. Weber Basin was in the middle of changing their ID tags and updating their scatus system, the technician did not log the correct ID tag for the equipment. The tank which services Sunset and Clinton was reading 95% which they do not like the tanks to be that full to avoid stagnant water so the technician pushed the button to release the water to 85% since the ID tag was not to the right equipment it released the abundance amount of fluoride into the water. Director Monroe said he had an emergency call with the Division of Drinking Water where they came up with a defined course of action. He sent all of Public Works out to open hydrants which ended up being the majority of calls which came through. After the call he reached out to Council Member Rigley to notify residents through Facebook, he asked Recorder Supp to put the information on the website to not drink the water and to notify residents calling in and to call businesses. Once it was published he got a call from Weber Basin who was not happy with the notices put on the website and Facebook, they wanted to wait until they got test results back before notifying. He told them in his mind it will always be safety for the residents first. He retracted a little bit and the test results started coming in. The fluoride samples came back, normal is 2 parts per million: two sites were 6 parts per million and one site was 13 parts per million. Director Monroe feels the biggest misconception was the water situation was never a health risk as in you could die but a risk nonetheless. The alkalinity in the water should be at a 7, Weber Basin had a person come out and test using a PH Tester and the results came back 4.7 alkalinity. The person tested in 14 places, each test came back at 4.7, he then went to Clinton and each test there also came back at 4.7. They had a second person come test and his results were at a 7.8. Come to find out the first person who tested did not have a calibrated PH Tester. The way Director Monroe looks at the water situation is Weber Basin sells the City the water and the City sells the water to the residents so in reality the City is responsible. Once the alkalinity was figured out and it was determined the PH Tester was wrong the 28 samples showing the high fluoride contents were still there and they understood the PH Tester was miscalculating but since it was already in some of the reports they went by the reports. With acidic water all of our pipes build a bio membrane; over the years all of the nutrients in the water form a film lining in the pipes which protect humans from the contaminants inside the pipes. However, if you have an acid running through your pipes the acid breaks down the bio membrane; no one knows how fast but it does start to deteriorate the film. After going back and forth with the state on a

media message at 9:45pm they approved a notice to the residents. He immediately sent the message to Recorder Supp who put it on the website and made contact with Chief Jamison to do the reverse 911. He was preparing for the three items of criteria from the State while waiting for the notice to be released. He had the office staff on call to go door to door notifying the residents with the paper copy of the release, Clinton City offered their Public Works employees and the Health Department offered to help print the notices. Luckily, the City met the other criteria and did not have to go door to door. Director Monroe thanked the office staffs who were willing to help and remained on call. The next day he received the results from the health department through a Zoom meeting. Weber Basin was also on the call and were apologetic throughout the Zoom meeting. Through the weekend multiple tests were performed and the final results were received yesterday and they all came back good. Director Monroe said they provided him with a course of action which was emailed to everyone. He is required to have a lead, copper and manganese site plan, which he mapped and put together. He will be completing multiple water tests as protocol as well. He firmly believes the bio membrane should be in tact due to the age of the pipes. Council Member Macfarlane reiterated her concern with Weber Basin not being here to talk to Council and their lack of responsibility. She also said she hopes we will be doing periodical water testing. Director Monroe said water samples are taken every 1st and 3rd Tuesday of each month. He said the fluoride contamination was caught quickly. Council Member Macfarlane said it was unfortunate the situation happened but she will be more cautious from now on. Director Monroe stressed his interest in getting a mass notification application. He advised they are not cheap and the residents still need to sign up for them but it is not a bad idea to consider. Treasurer/Office Manager Youngdell stated the office staff has been diligently trying to get updated phone numbers from residents for years but unfortunately residents often times will not provide their information or correct information. Council Member Rigley said the notification system is only as good as the information provided by the residents; they need to update their information and stay current as well. Director Monroe gave a shout out to Treasurer/Office Manager Youngdell and Administration for their hard work and also thanked Chief Jamison and his staff. Director Monroe said he created a Google sheet as part of protocol for the State to go to resident's homes who called to inform the City their water had a discoloration, smell or off taste. Administration only reported one phone call with concern for their water. Public Works went to the home and executed a water test but found out the discolored water was in a trailer parked at the home and the homeowner was unsure where the water had come from but they were able to test the water anyways. Council Member Macfarlane said she received phone calls and was only able to offer as soon as the City has information it will be passed down so it was frustrating for her and the residents calling. She felt as if there was a gap there when trying to pass information on to residents. Director Monroe said protocol is set in stone for a reason, he did ask he only report to the Mayor until further information because he was being bombarded with phone calls and did not want to give misinformation; it was frustrating for everyone. All of Council thanked Director Monroe and his staff for their hard work and dedication through this emergency.

Mayor Madsen was glad everything worked out the way it did and thanked everyone. Council Member Bangarter asked if anyone was going to the League of Cities and Towns conference. A few of the Council Members said they were going and Treasurer/Office

Manager Youngdell said she has three Planning Commission Members attending Thursday's session and one Council Member attending all three days of the conference.

Council Member Wiggill made a motion to adjourn. Council Member Rigley seconded the motion. The motion passed unanimously.

The meeting adjourned at 7:50 p.m.

Approved – October 4, 2022

D Howard Madsen, Mayor

Nicole Supp, Recorder

SUNSET CITY CORPORATION

VOUCHER APPROVAL FOR INVOICES OVER \$15,000.00

Date: September 20, 2022 – October 4, 2022

DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
9/22/22	Lexipol LLC	Law Enforcement implementation Annual Law Enforcement policy	Police	\$19,061.20
			Total	<u>\$19,061.20</u>

Mayor

Council Members

City Recorder

City Treasurer

Date

PURCHASE ORDER
13618

NAME Lexipol
ADD. _____
C/S/Z _____
NO. 788

DATE 9-22-22
DEPARTMENT Police
DIVISION _____
REQ DATE _____

GL ACCT. NO.	%	AMOUNT	GL ACCT. NO.	%	AMOUNT
27-40-407	100	12,200.00			
27-40-407	100	6861.20			

DESCRIPTION	QTY.	PRICE PER UNIT	TOTAL
Law Enforcement Trn I-V Implementation			12,200.00
Annual Law Enforcement Policy			6,861.20
TOTAL			19,061.20

DEPARTMENT HEAD _____
COURT SUPERVISOR APPROVAL _____

MAYOR

**Sign
Here**

YELLOW/ACCOUNTS PAYABLE.



Invoice

POLICE1) CORRECTIONS1)
FIRE/RESCUE1) EMS1) GOV1)

Date 9/30/2022
Invoice # INVLEX12454
Terms Net 30
Due Date 10/30/2022
PO #

NOTICE: WE HAVE A NEW MAILING ADDRESS.
Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX
75034-9085

Bill To

Sunset Police Department
200 W 1300 N
Sunset UT 84015
United States

Contract Term

10/1/2022 to 9/30/2023

Item	Amount
Law Enforcement Tier I Implementation	2,890.00
Law Enforcement Tier II Implementation	2,635.00
Law Enforcement Tier III Implementation	2,040.00
Law Enforcement Tier IV Implementation	2,890.00
Law Enforcement Tier V Implementation	1,445.00
P1A Account Set-Up Fee	300.00

Your invoice includes a 15 percent discount.

Invoice Total 12,200.00
Amount Due \$12,200.00

Contact Information:
Phone: 844-312-9500
Email: receivables@lexipol.com

ACH Payments to:
Lexipol LLC
Routing# 031207607
Account# 8026454197
PNC Bank, N.A.
249 Fifth Avenue
Pittsburgh, PA 15222
Payment Notice to

Please Make Checks Payable to:
Lexipol LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034-9085



Invoice

POLICE1) CORRECTIONS1)
FIRE/RESCUE1) EMS1) GOV1)

Date 10/1/2022
Invoice # INVLEX12453
Terms Net 30
Due Date 10/31/2022
PO #

NOTICE: WE HAVE A NEW MAILING ADDRESS.
Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX
75034-9085

Bill To

Sunset Police Department
200 W 1300 N
Sunset UT 84015
United States

Contract Term

10/1/2022 to 9/30/2023

Item	Amount
Annual Law Enforcement Policy Manual & Daily Training Bulletins	6,172.70
Annual Law Enforcement Supplemental Manual(s)	
Annual Law Enforcement Procedures	
PoliceOne Academy Annual Rate	688.50

Your invoice includes a 15 percent discount.

Invoice Total 6,861.20
Amount Due \$6,861.20

Contact Information:
Phone: 844-312-9500
Email: receivables@lexipol.com

ACH Payments to:
Lexipol LLC
Routing# 031207607
Account# 8026454197
PNC Bank, N.A.
249 Fifth Avenue
Pittsburgh, PA 15222
Payment Notice to

Please Make Checks Payable to:
Lexipol LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034-9085



Sunset City Corporation

200 West 1300 North • Sunset City, Utah 84015 • 801-825-1628

Sunset City Annual Moderate-Income Housing Report for the year 2022

City Contact and Preparer Information:

Sunset City Corporation
Nicole Supp, Recorder
200 West 1300 North
Sunset, UT 84015
Phone: 801-614-9103
Email: nsupp@sunset-ut.com

Introduction

Under State Code section 10-9a-408, the Housing Element is a required component of the General Plan. HB 462 made substantial revisions to the element in the state code, needing the Moderate Income Housing element as well as implementation strategies and annual reporting. This element of the General Plan identifies the City's housing conditions and needs, establishes the goals, objectives, and policies which are the foundation of the City's housing and growth strategy, and offers programs the City intends to implement to create sustainable, mixed-income neighborhoods across the City. Sunset is dedicated to providing the citizens with various housing opportunities in order "to meet the needs of people of various income levels living, working, or desiring to live or work in the community" while also allowing "people of various incomes to benefit from and fully participate in all aspects of neighborhood and community life."

Background

Sunset is 1.5 square miles in area, with a population of 5,207 according to the 2017 American Community Survey and is unique in that the City is 99% built out. There are only a couple of lots left to build homes on. 79% of the homes in Sunset were built in 1969 or before. Since the years 2000-2022, seventeen (17) new homes were built and forty eight (48) new condominiums. The Moderate-Income Housing element was adopted into the General Plan in 2019.

The requirement for municipalities to support moderate income housing has been in State Statute for several years, but in 2019, the legislature passed SB34. This bill requires communities to take additional measure to support moderate income housing in the community. As of April 2022 HB462 was passed which revised the strategies and reporting requirements. Jurisdictions are encouraged to increase density adjacent to the transit areas and adopt strategies into their General Plan encouraging affordable housing near those public transportation stations in order to be eligible to receive investment funds from the Utah Department of Transportation. The City has two (2) existing core bus routes located on Main Street which meet the SB34 requirement of being a "Major Transit Investment Corridor."

The funding opportunities related to this requirement include:

- Transportation Project Funding from the Transportation Commission (Transportation Investment Fund and Transit Transportation Investment Fund)

Supporting Data

According to Utah State's Five Year Housing Projection Calculator:

The following tables show an estimate of the need for moderate income housing in the municipality for the next five (5) years as well as the current conditions of the City.

Section 1: Population by tenure in Sunset city

Table B01003 Table B25008	2009 American Community Survey	2017 American Community Survey	Annual Growth Rate (Slope)	2027 Projection	Difference between 2017 and 2027
Total Population: (ACS Table B01003)	4,945	5,207	20	5,352	145
Total Population in occupied housing units (ACS Table B25008)	4,945	5,207	22	5,364	157
Total Population in owner-occupied housing (ACS Table B25008)	3,625	3,925	37	4,046	121
Total Population in renter-occupied housing (ACS Table B25008)	1,320	1,282	-16	1,318	36

Source 1: U.S. Census Bureau, Table B01003: Total population, American Community Survey.

Source 2: U.S. Census Bureau, Table B25008: Total population in occupied housing units by tenure, American Community Survey.

Section 3: Housing occupancy in Sunset city

Table B25003 Table B25081	2009 American Community Survey	2017 American Community Survey	Annual Growth Rate (Slope)	2027 Projection	Difference between 2017 and 2027
Total households in occupied housing units (ACS Table B25003)	1,628	1,688	-6	1,675	-13
Total households in owner-occupied housing (ACS Table B25003)	1,214	1,277	4	1,294	17
With a Mortgage (ACS Table B25081)	903	982	6	1,038	56
Without a Mortgage (ACS Table B25081)	311	295	-2	255	-40
Total households in renter-occupied housing (ACS Table B25003)	414	411	-10	382	-29

Source 1: U.S. Census Bureau, Table B25003: Tenure, American Community Survey.

Source 2: U.S. Census Bureau, Table B25081: Mortgage status, American Community Survey.

Section 4: Housing vacancy in Sunset city

Table B25004	2009 American Community Survey	2017 American Community Survey	Annual Growth Rate (Slope)	2027 Projection	Difference between 2017 and 2027
Total vacant units (ACS Table B25004)	133	95	-5	61	-34
For rent (ACS Table B25004)	31	15	-5	-25	-40
Rented, not occupied (ACS Table B25004)	0	0	0	0	0
For sale only (ACS Table B25004)	10	25	4	77	52
Sold, not occupied (ACS Table B25004)	0	21	1	18	-3
For seasonal, recreational, or occasional use (ACS Table B25004)	0	0	0	0	0
For migrant workers (ACS Table B25004)	0	0	0	0	0
Other vacant (ACS Table B25004)	92	34	-5	-9	-43

Source 1: U.S. Census Bureau. Table B25003: Tenure. American Community Survey.

Section 7: Median household income in Sunset city

Table B25119	2009 American Community Survey	2017 American Community Survey	Annual Growth Rate (Slope)	2027 Projection	Difference between 2017 and 2027
Median household income (ACS Table B25119)	\$47,639	\$56,864	\$793	\$58,336	\$1,472
Owner-occupied income (ACS Table B25119)	\$52,656	\$60,202	\$792	\$64,786	\$4,584
Renter-occupied income (ACS Table B25119)	\$33,198	\$41,272	\$602	\$38,973	\$(2,299)

Source 1: U.S. Census Bureau. Table B25119: Median household income that past 12 months by tenure. American Community Survey.

Section 6: Monthly housing costs in Sunset city

Table B25088 Table B25064	2009 American Community Survey	2017 American Community Survey	Annual Growth Rate (Slope)	2027 Projection	Difference between 2017 and 2027
Total owner-occupied housing unit costs (ACS Table B25088)	\$1,032	\$1,000	-\$12	\$867	\$(133)
Units with a mortgage (ACS Table B25088)	\$1,126	\$1,102	-\$7	\$1,018	\$(84)
Units without a mortgage (ACS Table B25088)	\$294	\$289	-\$2	\$276	\$(13)
Median gross rent (ACS Table B25064)	\$774	\$840	\$5	\$791	\$(49)

Source 1: U.S. Census Bureau. Table B25088: Median selected monthly owner costs (Dollars) by mortgage status. American Community Survey.

Source 2: U.S. Census Bureau. Table B25064: Median gross rent (Dollars). American Community Survey.

Selected Strategies

The following strategies will be updated/amended into the General Plan of the City.

1. Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.
2. Rezone for densities necessary to facilitate the production of moderate income housing.
3. Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.
4. Amend land use regulations to allow for single room occupancy developments.

Implementation

1. **Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.**

Implementation: Map and determine area(s) of development to rezone on Main Street near the transit areas which would require all future housing developments to have proper densities to achieve Moderate Income Housing. This would require updating City ordinance and educating Council, residents and developers. Anticipated timeframe June 30th, 2023.

2. **Rezone for densities necessary to facilitate the production of moderate income housing.**

Implementation: Similar application as goal #1. Map and determine area(s) of development to rezone throughout the City which would require all future housing developments to have proper densities to achieve Moderate Income Housing. Update/amend City Land Use ordinances. Educate Council, residents and developers. Anticipated timeframe June 30th, 2023.

3. **Create or allow for, and reduce regulations related to, internal accessory dwelling units in residential zones.**

Implementation: Familiarize the public with the ADU process and encourage them to create a legal ADU and meet adopted building codes with a no-cost permit application. Discuss strategies to encourage those with current illegal ADU's to become legal. Provide information on City website as a guideline for ADU's. Update/amend City Land Use ordinances to allow internal ADU's. Anticipated timeframe December 31th, 2023.

4. **Amend land use regulations to allow for single room occupancy developments.**

Implementation: Similar application as goal #3. Familiarize the public with the single room occupancy process. Encourage them to create legal single room occupancy's and meet adopted building codes with a no-cost permit application. Discuss strategies to encourage those with current illegal single room occupancy to become legal. Update/amend City Land Use ordinances to allow single room occupancy. Anticipated timeframe December 31th, 2023.

The city will continually make efforts to reduce, mitigate, or eliminate local regulatory barriers to moderate income housing.

Moderate Income Housing Element of the Sunset City General Plan

**Adopted November 19, 2019
Revised October 14, 2022**

SECTION 4.6 MODERATE INCOME HOUSING ELEMENT

State Law

The City is required to adopt a Moderate-Income Housing Plan in accordance with Utah Code Annotated §10-9a-408. In 2019, the Utah Legislature adopted SB 34 to require the city to address additional measures to support moderate income housing which are included as part of this General Plan.

1. Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.
2. Rezone for densities necessary to facilitate the production of moderate income housing.
3. Create or allow for, and reduce regulations related to, internal accessory dwelling units in residential zones.
4. Amend land use regulations to allow for single room occupancy developments.

Sunset City will take action by mapping areas of development to rezone, amending/updating Land Use ordinances, creating a permit process and providing education and guidelines.

RESOLUTION NO. 2022-28

A RESOLUTION ADOPTING FRANCHISE AGREEMENT BETWEEN THE CITY OF SUNSET, UTAH AND COMCAST OF WASATCH, INC.

Whereas, the Sunset City Council desires to enter into a Franchise Agreement between Comcast of Wasatch, Inc.; and,

Whereas, the City agrees to authorize Comcast to construct and operate a cable system in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways with the Service Area; and,

Whereas, Comcast will be responsible 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; and

Whereas, the City desires to set forth the terms and conditions by which Comcast shall use the Public Ways of the City; and

Whereas, the term of this Franchise is for eight (8) years commencing on the date of acceptance set forth in subsection 8.6;

Now, Therefore be it resolved by the Sunset City Council that the attached Agreement be approved and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

Approved and adopted by the Sunset City Council this 18th day of October, 2022.

D Howard Madsen, Mayor

Attest:

Nicole Supp, Recorder

FRANCHISE AGREEMENT BETWEEN THE CITY OF SUNSET, UTAH AND
COMCAST OF WASATCH, INC.

2022

This Franchise Agreement ("Franchise") is between the City of Sunset, Utah hereinafter referred to as the "Franchising Authority" and Comcast of Wasatch, 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. "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.
- B. "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.
- C. "Basic Cable" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- D. "Broadcast Channels" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.
- E. "Broadcast Signal" means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.
- F. "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.

G. "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.

H. "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.

I. "Downstream" means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

J. "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

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

L. "Fiber Optic" means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

M. "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.

N. "Franchising Authority" means the City of Sunset, within the State of Utah, or the lawful successor, transferee, or assignee thereof.

O. "Grantee" means Comcast of Wasatch, Inc. or the lawful successor, transferee, or assignee thereof.

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

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

Q. "Headend" means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

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

S. "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.

T. "Residential Subscriber" means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

U. "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.

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

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

X. "Two-Way" means that the Cable System is capable of providing both Upstream and Downstream transmissions.

Y. "Upstream" means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2 - Grant of Franchise

2.1 Grant.

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

2.2 Other Ordinances.

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

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

2.3 Competitive Equity.

A. Overview. The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchising Authority; and changes in the scope and application of the traditional regulatory framework governing the provision of video series are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively

neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind. Furthermore, if the Franchising Authority authorizes or permits a competitor to Grantee to operate within the Franchise Area, it shall do so on condition that such competitor or entity indemnify and hold harmless the Grantee for and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, conducting inspections and generally in creating infrastructure improvements for the other entity.

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

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

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

E. VSP Defined. The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet Protocol based services.

2.4 Term.

The Franchise granted hereunder shall be for an initial term of Eight (8) 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, or Grantee's contractor, subcontractor or supplier, Grantee shall, within a reasonable time, replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation for the Franchising Authority.

Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall at its own expense protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services. Grantee shall not be required to pay for the relocation of Cable System facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, in cases where the original location of the facilities was approved by Franchising Authority through the permitting process.

In the event of an emergency, the Franchising Authority shall notify the Grantee, who shall immediately respond to the emergency. Should the Grantee be unable to respond in a timely manner, the Franchising Authority shall take such action as is necessary to meet the emergency at the expense of Grantee, if such action by the Franchising Authority would otherwise have been at Grantee's expense.

The Grantee shall in all cases have the right of abandonment of its property, and unless otherwise agreed to in writing, shall in the event of relocation or revocation of this Franchise Agreement, take all necessary steps to remove all aerial infrastructure associated with the

Cable System within a reasonable time and shall restore any effected Public Ways to the condition that existed at the time immediately preceding the removal of the property. Grantee shall be responsible for any and all costs and fees associated with the removal, disassembly, deconstruction, demolition, displacement, resale or relocation of such abandoned property and associated restoration costs. In the event that Grantee still desires to use any portion of the aerial Cable System for other non-video related services, then Grantee shall have the right to maintain those aerial lines subject to a mutually agreed upon agreement governing that future use. If public funds are available to any person using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, then the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.4 Relocation for a Third Party.

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

3.5 Trimming of Trees and Shrubbery.

The Grantee shall have the authority to trim trees or other natural growth in the public way in order to access and maintain the Cable System and shall reasonably replace all trees and shrubs damaged as a result of any construction and/or maintenance of its system undertaken by Grantee. Nothing herein shall give the Grantee the right to trim trees not within Public Ways without the written permission of the Landowner or without the permission of the Franchising Authority upon showing of public need.

3.6 Safety Requirements.

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

3.7 Aerial and Underground Construction.

Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid.

In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are

underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality.

In any region(s) of the Franchise Area where the transmission of distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall, consult with the City Engineer to determine whether the construction will be aerial or underground, and wherever possible, depending on the season, location, connection route and pole condition, construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, underground. If the reason for not putting the facilities underground is seasonal, subject to Franchising Authority waiver as weather and other conditions may require, the Grantee shall make reasonable efforts to move such facilities underground as weather permits, but no later than June 30 of the next summer. The Grantee shall have final and total discretion with regard to all decisions about whether any particular facility will be aerial or underground. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.

The Franchising Authority recognizes that there are seasonable limitations to the Grantee's ability to comply with this Subsection during the winter months, therefore, this requirement is waived during any period in which the Grantee is unable to comply due to frozen ground or other weather conditions, but shall be subject to the June 30 requirement described above.

3.8 Access to Open Trenches.

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

3.9 Extensions of the Cable System.

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

3.10 Subscriber Charges for Extensions of the Cable System.

Nothing in this Agreement requires Grantee to build to all areas of the City. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of

its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

3.11 Technical Standards.

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

3.12 Emergency Use.

Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards, rules and regulations. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

3.13 Reimbursement of Costs.

If funds are available to any Person using the Public Way for the purpose of defraying the cost of any act contemplated in this Agreement, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed.

3.14 Customer Service Standards.

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

3.15 Fees and Charges to Customers

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

3.16 Customer Bills and Privacy

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

SECTION 4 - Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise) received by the Grantee from operation of the Cable System to provide Cable Service in the Franchise Area; provided however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Payments shall be made by Grantee to the Franchising Authority on a quarterly basis, within sixty (60) days after the close of the preceding calendar quarter. Any payments due under this Agreement which are not paid when due shall accrue interest at a rate of 1.5% per month, 18% per annum, until such payments are made. 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.

C. The Franchising Authority agrees that all amounts paid by the Grantee as Franchise Fees may be passed through to customers and identified as a separate line item on the bill in accordance with 47 U.S.C. 542 added to the price of Cable Services and collected from the Grantee's customers as "external costs" as such term is used in 47 C.F.R. 76.22. In addition, all amounts paid as Franchise Fees may be separately stated on customers' bills as permitted in 47 C.F.R. 76.985.

4.2 Rates and Charges.

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

4.3 Renewal of Franchise.

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

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

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

Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Franchising Authority are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Franchising Authority shall continue to comply with all obligations and duties under the Franchise.

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

4.4 Conditions of Sale.

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

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be

a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise.

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

SECTION 5 - Oversight and Regulation by Franchising Authority

5.1 Books and Records

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

5.2 Franchise Fees Subject to Audit.

A. 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.

B. 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.

C. 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. The Grantee agrees to reimburse the Franchising Authority for all reasonable costs of an audit, not to exceed \$5,000, if the audit discloses the Grantee has paid ninety-five percent (95%) or less of the compensation due the Franchising Authority for the period of such audit.

SECTION 6 - Insurance and Indemnification

6.1 Insurance Requirements.

The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority.

Upon commencement of this Franchise Agreement, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

6.2 Indemnification.

The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its elected officials, officers, employees, agents and volunteers from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System and which arise out of the Grantee's acts or omissions pursuant to or related to this Franchise Agreement and to pay all reasonable costs

incurred by the Franchising Authority in defense of such claims, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within thirty (30) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority to the extent of any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

6.3 Bonds and Other Surety

Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial, and technical qualifications of the Grantee are sufficient for compliance with the terms of the Franchise and the enforcement thereof. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for services. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. The Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety will be required. In the event that a bond or other surety is required in the future, the Franchising Authority agrees to give the Grantee at least 60 days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Grantee's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

6.4 Assumption of Risk

The Grantee undertakes and assumes for its officers, agents, employees, contractors and subcontractors, all risk of dangerous conditions, if any, on or about any Franchising Authority owned or controlled property, including Public Ways.

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. In the event of revocation, the Grantee shall, in all cases, have the right of abandonment of its property.

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:

City of Sunset
Attn: Mayor
200 W 1300 North
Sunset, Utah 84015

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

Comcast of Wasatch, Inc.
Attn: Government Affairs
9602 South 300 West
Sandy UT 84070

with a copy to:

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

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

8.4 Descriptive Headings.

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

8.5 Severability.

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

8.6 Effective Date.

The effective date of this Franchise is the _____ day of _____ 202____, pursuant to the provisions of applicable law. This Franchise shall expire on the _____ day of _____ of 203__ unless extended by the mutual agreement of the parties.

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

City of Sunset, Utah

Signature: _____
D. Howard Madson, Mayor

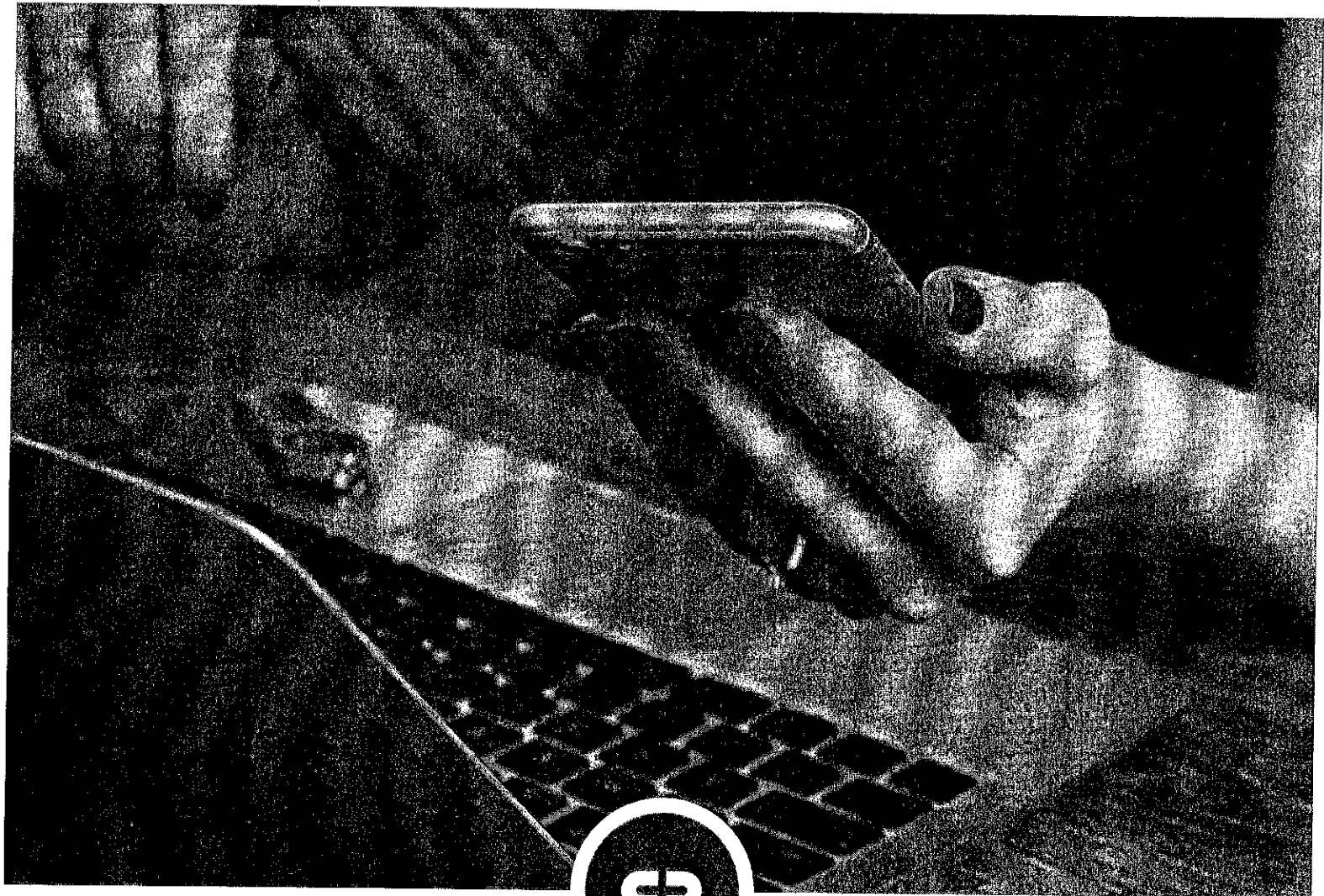
ATTEST:

Nicole Supp
City Recorder

Accepted this ____ day of _____, 202_, subject to applicable federal, state and local law

Comcast of Wasatch, Inc.

Signature: _____
By: _____
Title: _____



CIVICREADY

EMERGENCY COMMUNICATION SYSTEM

Sunset, Utah

OCTOBER 3, 2022



Jordan Cairns | Account Executive | cairns@civicplus.com | 785.370.7764

CP CIVICPLUS

Company Overview



At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the residents they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our customers, including solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and resident relationship management, codification, and licensing and permits.

As we have grown, the pathway to achieving this goal became clear. We need to build groundbreaking software and host them on a single, robust platform that enables convenient collaboration and streamlined operations. This led to the development of the CivicPlus Platform which enables single sign-on capabilities, strengthened identity management, and API access for our customers across our solutions.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We consider it a privilege to partner with municipal leaders and provide them with solutions that will serve their needs today and well into the future.

Primary Office

302 S. 4th Street, Suite 500

Manhattan, KS 66502

Toll Free: 888.228.2233 | Fax: 785.587.8951

civicplus.com

Experience

20+ Years

12,000+ Customers

900+ Employees

Recognition



11-time Inc.
5000 Honoree



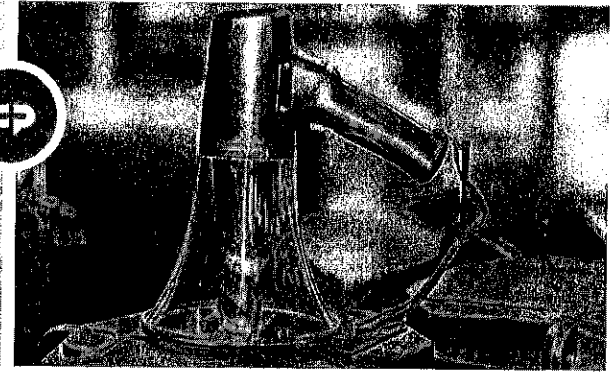
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Technical Support

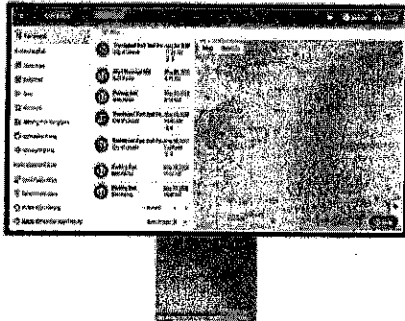


Recognized with
multiple, global
Stevie® Awards
for sales and
customer service
excellence

Functionality Details



Communication with your residents is essential to every aspect of local government, so CivicReady ensures your capacity to communicate with your residents is not limited. CivicReady allows you to send unlimited SMS text, email, as well as Text-to-Speech (TTS) and text-to-voice messages for emergency and routine notifications at high rates of speed.



CivicReady is unsurpassed by any other vendor in the industry in sending and receiving capabilities. Your unlimited messages will be sent at the following minimum per-minute rates:

- Text-to-Speech messages and voice alerts – 12,000 per minute
- SMS text messages – 60,000 per minute
- Email messages – 50,000 per minute

No two people have the exact same preferences for sending and receiving messages. We provide you with unlimited contact paths and devices, enabling you to effectively and efficiently reach all intended recipients.

With its speed and growing number of ways to send and receive communications, the possibilities to reach residents with CivicReady are virtually limitless.

An easy-to-use, intuitive web interface lets you launch critical alerts to all communication channels and devices you leverage during emergencies. Simply select the applicable contact paths, compose a message or upload a pre-designed template, and click send. Critical alerts will then be transmitted simultaneously to all those selected.

Public Alerting Channels

- | | | |
|------------|--------------------|--------------|
| • Email | • Voice Call (ETN) | • Facebook |
| • SMS Text | • Twitter | • Mobile App |

In addition, CivicReady APIs can be utilized via webhooks to activate a variety of devices when an alert is sent. Sirens and public signage devices can also be activated by consuming CAP messages from both Atom and RSS feeds.

Multilingual Voice & Text Translation

With CivicReady's multilingual functionality, your voice alerts and text posts can be automatically translated for residents that speak a variety of languages. Subscribers can easily select to receive text messages, voice messages, and/or emails in their preferred language. You compose and send messages the same way and messages are translated automatically.

To ensure all of your residents are connected and informed with CivicReady, multilingual messages are translated into over 60 different languages for email and text and over 25 different languages for voice. The most often requested are:

- Spanish
- Portuguese
- Chinese
- Polish
- French
- Thai
- German
- Arabic
- Russian
- Hindi
- Italian

Social Media Integration

CivicReady's integration with social media applications such as Facebook and Twitter will allow you to post unlimited social media messages to all of your accounts. Accounts can be integrated to automatically post all notifications and group notifications can post to different accounts.

Geo-Targeted Notifications

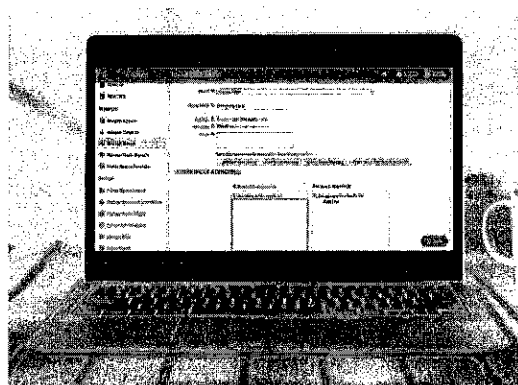
CivicReady provides intelligent communication with the ability to easily digest local geographic details with robust, yet easy-to-use ESRI-Integrated tools. Geo-targeted messaging enables you to:

- Draw a multi-point polygon shape
- Import Esri shapefiles
- Save drawn regions as templates for future use
- Remove specific areas from a notification
- Draw a radius shape using 1/2 mile increments

Simply draw a multi-point or freehand polygon on the map or click on a central point and enter corresponding radial distance you wish to alert, and CivicReady will notify your residents within that area using their stored addresses.

Group/User Management

CivicReady provides extensive administrator rights and detailed group settings with unlimited user groups. You can utilize granular permissions rendering the solution easily shared with multiple staff members and agencies. Users can then communicate with all members in the system or targeted notifications by group to reach only those affected.



Once contacts have been entered, administrators may search membership files by multiple criteria, including name, phone number, email, or street address. Using a contact list directory, administrators may message contacts through any of the unlimited groups which have been created.

Sign-Up

CivicReady's versatile system offers residents with opt-in and opt-out capabilities to meet the specific goals of your organization. When users sign up, they can opt-in to available unique groups such as road closure and recreations. Our powerful platform offers a simple, user-friendly interface with a robust selection of group and network options.

Residents can also sign-up for notifications to one or multiple groups with our text-to-join feature. To join a group, they can simply text a "keyword" to the specified number. Your staff can set up unlimited keywords, allowing you to create keywords for multi-use categories or one-time events, such as a parade.

Emergency Telephone Notification (ETN)

With CivicPlus' ETN, you will be able to send an emergency voice call with yellow page landline data. This data is seamlessly updated daily.

Real-Time Reporting

CivicReady offers administrators a detailed graphic for each message sent. Reporting within the CivicReady system allows administrators to view and capture engagement statistics, including the status of delivered messages and the percentage of confirmed contacts.

You'll have comprehensive analytics to provide real-time reporting and create paper trails to more easily comply with applicable notification and reporting requirements (e.g., Clery Act, DOE Opportunity Act of 2008), and satisfy the National Preparedness Plan, NIMS, Homeland Security Target Capabilities, including resident evacuation and shelter-in-place protection, along with other requirements for remaining compliant.

Following the onset of a crisis and broadcasting critical alerts, easily and quickly confirm, in real time, the status of critical alerts sent via text, TTS, voice

and email to ensure alerts have been delivered to all intended recipients. Real-time analytics enable you to take alternative steps to reach recipients who experienced a delivery failure.

Polling

Utilize polls to assess personal safety and your organization's status. All results are visible in an easy-to-read report on all platforms.

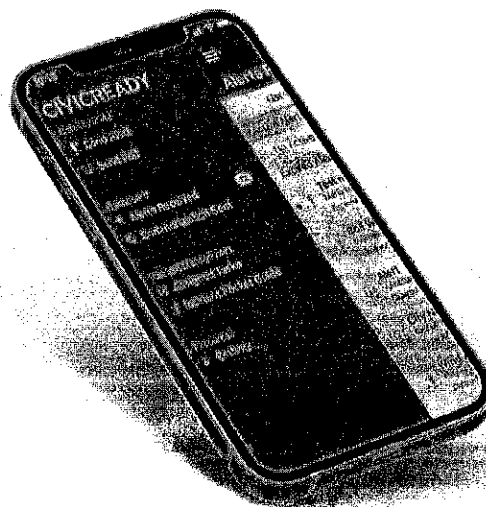
Mobile App for Residents

The My Alerts mobile app empowers your residents to sign up, manage their notification settings, and receive notifications all from the palm of their hand. It improves the resident experience in receiving communications from Sunset while also improving the effectiveness of your emergency communication capabilities. My Alerts allows residents to quickly and easily:

- Sign-up to receive notifications
- Set their notification preferences
- See all the latest sent posts
- Enable alerts from other locations based on their priority and type

Mobile App for Administrators

The mobile app from CivicReady allows administrative users to alert employees, report incidents from the scene, collaborate, and coordinate your team's response with CivicReady's easy-to-use mobile app on iOS and Android.



Marketing Tools

CivicPlus can provide you with the tools to market the launch of your new CivicReady mass notification system. As a part of our Marketing Tools package, you'll receive:

- Social Media Graphic for use in Twitter, Facebook, and Instagram
- Flyer with a link or text-to-join code to urge users to sign up
- Customized Graphic Button to match your website's design
- News Flash Graphic with general text highlighting your new CivicReady system
- Press Release with your logo to announce your system's launch

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CivicPlus customers can utilize the Integration Hub to trigger an alert sent from CivicReady to automatically complete any of the following actions:

- Create an Alert in CivicEngage Central Alert Center
- Create an Event in CivicEngage Central Calendar
- Create a CivicEngage Central News Flash Item
- Create a content item in the HCMS for a post to an Civic Engage Evolve webpage
- Send a message to a specified Slack channel (third-party integration rates apply)

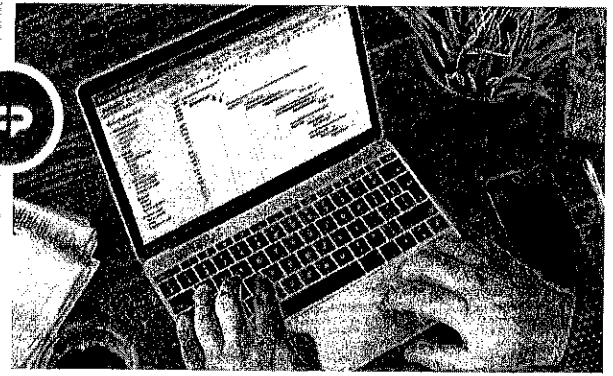
This can enable quick action when a customer wants to get information out to their residents in a seamless, uniform fashion.

Integration Hub

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) without the need for a developer.

Implementation



Current average implementation can be completed within 4-6 weeks. This timeline can adjust based on data migration needs and overall availability of the customer. Development timelines can vary due to scope, customer availability, milestones set, and other factors. However, your exact implementation timeline can be customized dependent on your launch goals and expectations. We will work with you until your system is up and running and your staff has reached a level of comfort to confidently maintain your new system.

PROJECT START

1

INITIATE

- Project Initiation & Review
- Request Residential Database
- Project Kickoff Meeting

OPTIMIZE

- Complete CivicReady Assessment Form
- Request System Creation
- Schedule Virtual Training

2**3**

EDUCATE

- Network Admin Training
- System Test & Build
- Teach Back Training for CivicReady

LAUNCH

- Website Display
- Launch Preparation
- Launch Day

4**5**

GO LIVE & BEYOND

- Customer transitioned to dedicated customer success manager

GO LIVE

Kickoff Meeting

Identify lead personnel to work with CivicPlus on implementation project including:

- Project main contact
- Database administrator to provide user data
- Parties that will be posting messages and their roles

We will assist Sunset in developing and mapping out the initial groups you would like to create including which will be designated for emergency messages or routine messaging. Your dedicated project team will discuss possible embeds to be placed on your website for registration and we will schedule training for your network and group administrators based on the final scope of work developed.

Training

During this step in the process, Sunset will create your user groups with assistance and guidance from CivicPlus for your default settings. This step of the process will also involve optimizing and uploading user data to efficiently and effectively communicate at Go Live.

This step in the implementation involves identifying and creating your internal User Groups, as well as training on the system. We will assist you in identifying and setting up:

- Network Administrators who will have full control over all settings within the network, including the Admin Settings Tab and will be able to post to any group within the network
- Group Admins have full control over a group without being able to access Network Options
- Full Group Administrators can set users for various levels of admin privileges and the final internal User Group
- Authorized Senders who will only be able to send messages

Network Administrators will be trained first to ensure complete familiarity with the system and a comfortable confidence level for implementation once the system is launched. Trainings will also be held for other User Groups to the level required for their roles.

Finally, during this step, we will hold discussions with your key stakeholders to provide usage and guidelines policies and help prepare your organization's CivicPlus communication protocol.

Go Live & Beyond

This is where the rubber meets the road – the launch of your new system! Should Sunset desire, CivicPlus can schedule and coordinate an Introductory notification to residents, departments, groups, etc. This will allow your end users to experience first-hand how the system works. It is a great way to validate your phone number database and gather feedback from your organization.

CivicPlus doesn't implement and run. We will continually support (available 24/7/365) and guide you through best practices to maximize the value of the system. Additional virtual training and support is always available. We stand behind our product and behind our customers.



Ongoing Services



Technical & Ongoing Support

- Live technical support engineers based in the U.S.
- Weekday business hours: 8 a.m. – 6 p.m. (CST)
- Contact via phone, email, and web form
- 4-hour response during business hours
- 24/7 emergency support for named points of contact
- Self-Service Help Center for tutorials, user guides, and customer connection
- Assigned customer success manager to ensure your complete and ongoing satisfaction

Award-Winning



CivicPlus' Technical Support Team has been honored with one Gold Stevie® Award, three Silver Stevie® Awards, and five Bronze Stevie® Awards, which are the world's top honors for customer service, sales professionals, and more.

2021 Support Metrics



- **Total Tickets** – 103,759
- **Average Phone Response** – 7:57 Minutes
- **Customer Satisfaction Score** – 95.7%
- **Solved in One Touch** – 71.2%

Hosting & Security

Security & Availability Features

- 99.9% guaranteed uptime
- Protected department information and internal communications
- Cloud-based and geographically distributed
- Simultaneous use by multiple departments and agencies
- Role-based authorization
- Attribute-based authorization (content, task lists)
- In-transit and at-rest encryption
- Complete workload security (IDPS, firewall, monitoring/alerting)
- Security vulnerability testing, monitoring and remediation (OWASP)
- Additional security and server hardening measures

High Security Standards

- SSL security
- OS-level firewall
- Authorization bypass security
- Cross-site request forgery (CSRF) security and cross-site scripting (XSS) security
- SQL injection security
- Multiple data centers and redundancies
- Additional security and server hardening measures

Project Cost



CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from October 3, 2022.

CivicReady Development

- Emergency and Mass Notification Platform
 - Multi-Channel Alerting
 - Alerting Templates
 - Geo-targeting Alert
 - Polling
 - Mobile App for Residents
 - Mobile App for Administrators
 - CivicPlus Single Sign on
 - Unlimited Administrators, Users, Groups, Subscribers, SMS, Voice Call, Email, and Social Media Notifications; Unlimited Quick Launch Templates
- Implementation Marketing Tools
- Standard Implementation

Annual Recurring Services

- Fully Redundant Solution Hosting with 99.9% Uptime
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated customer success manager

Year 1 Standard List Price	\$5,645
Year 1 Total Discount	(\$1,645)
Total Year 1 Investment Includes development fees and Year 1 annual services	\$4,000
Year 2 Annual Recurring Services	\$4,000

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in US dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

Standard CivicReady Invoicing

- Year 1 fees are due at contract signing
- The first-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a three percent technology fee uplift each year starting Year 3 of your contract

Customized Billing/Invoicing

- We can discuss other billing options with you before contract signing and, if feasible, develop a plan that works for all parties
- Not available with all CivicPlus products – please contact your account executive for more details

Right to Negotiate

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with Sunset.

SUNSET CITY CORPORATION
FEE SCHEDULE
Effective 11/2/2022

BASIC UTILITY FEES

WATER FEE	(residential)	first 10,000 gallons per unit, per month.....	\$29.55
		10,000 to 30,000 gallons (per 100 gal)	\$0.14
		over 30,000 gallons (per 100 gal)	\$0.16
	(commercial)	first 10,000 gallons per unit, per month.....	\$33.80
		10,000 to 30,000 gallons (per 100 gal)	\$0.16
		over 30,000 gallons (per 100 gal)	\$0.18
SEWER		per month, per unit.....	\$29.75
	(commercial)	per month, per unit.....	\$29.35
	(commercial)	over 10,000 gallons (per 100 gal.)	\$0.22
GARBAGE		per month, 1 can.....	\$15.57
STORM WATER		per unit (determined by Public Works).....	\$3.90
DISPATCH FEES.....		per month, per unit.....	\$2.00
		MONTHLY FLAT RATE (residential)	<u>\$80.77</u>
Late Fee (effective 10 th of each month)			\$10.00
New Connect.....			\$30.00
Shut Off Penalty Fee			\$25.00
Non-Emergency Water disconnect and reconnect			\$25.00
Temporary Water		Connect Fee	\$250.00 (for 30 day period)
(Must sign rental agreement)		Per 100 Gallons.....	\$0.18

EXTRA GARBAGE CANS

City will deliver and pick up all extra garbage cans and green waste cans

Econo Waste will deliver & pick up all blue recycle cans on last recycle pick-up day of each month

ALL CANS MUST BE KEPT AT LEAST 6 MONTHS

Extra Garbage Can and Green Waste Can Sign Up and Delivery	\$5.00
Return of Can & Sanitation Fee.....	\$9.00
Monthly Extra Garbage Can Fee.....(residential)	\$13.95
(commercial)	\$14.70
Monthly Curbside Recycling (blue can)	\$4.90
Monthly Green Waste (green can)	\$6.95

DEVELOPMENT FEES / PERMITS

Permit Fee	Based on the fee schedule found in appendix L in the International Residential Code. (See attached copy) (\$50.00 permits include only one (1) inspection) (\$50.00 per hour, 2 hour minimum charge, each additional or re-inspection)
Plan Check Fees ...	All Commercial.....65% of building permit fee Residential new construction 65% of building permit fee Residential remodel & accessory buildings 40% of building permit fee Re-Plan Check Fee.....\$50.00 unless otherwise stated by Building Official
Development Agreement.....	\$500.00 (non-refundable) paid with initial application
Development Agreement Amendment.....	\$500.00 or \$1000.00 if public hearing is required
State Surcharge	1% of the permit fee
Excavation Permit.....	\$100.00 permit fee plus a refundable bond as set by Public Works, which is held for one (1) year (minimum \$500)
Fence Permit	\$10.00 (Fences 6' and under) (Fee waived for replacement due to acts of nature)
Sprinkling System.....	\$25.00 plus 1% State Surcharge Fee
Water heater, furnace, a/c or electrical meter to panel.....	\$50.00 plus 1% State Surcharge Fee
Storm Water Pollution Prevention Plan (SWPPP)	
Single lot review:	\$50.00
Multi lot, large commercial lot, or subdivision development review:	\$50.00 per acre (\$50 minimum)
SWPPP Inspections:.....	\$40.00 per Inspection (Estimated time of project multiplied monthly for duration of project)
Engineering Fees (specific to proposed development)	Actual Engineering Costs Incurred
Escrow (specific to proposed development)	Provided by City Engineer

Additional Building Fees: In the event the Building Official, Engineer or Administration determine a specific project requires additional resources related to the development proposal, additional fees to cover the cost of these additional resources may be assessed to the applicant.

IMPACT FEES

Culinary Water Impact Fee	\$2,690.00 per ERC
North Davis Sewer District Impact Fee	as set by the North Davis Sewer District
North Davis Fire District Impact Fee.....	as set by the North Davis Fire District

CONNECTION FEES

Water Connection	\$400.00
Sewer Connection	\$400.00
Storm Water Connection.....	\$250.00
Temporary Construction Water	\$30.00 meter rental + \$0.18 per 100 gallons water usage
Meter replacement cost	\$560.00 (lost or damaged)

METER BOX AND COVER

5/8 Radio Read Meter	\$250.00 (Larger meters determined by Public Works)
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Meter Box	\$100.00
Double Check Setter	\$90.00
Adaptor	\$40.00
Cover	\$60.00
Total	\$540.00

PLANNING COMMISSION AND BOARD OF ADJUSTMENT MEETING FEES

Conditional Use Request.....	\$150.00
Appeal Authority Variance Request	\$150.00
Special Meeting charge to petitioner	\$300.00

BUSINESS LICENSE

Beer / Liquor License.....		\$300.00
Commercial.....	<u>Type</u>	<u>First Time</u> <u>Renewal</u>
	Auto Repair.....	\$115.00.....\$85.00
	Bar.....	\$162.00.....\$132.00
	Contractors.....	\$85.00.....\$55.00
	Convenience Store	\$352.00.....\$322.00
	Dance Hall	\$227.00.....\$197.00
	Eating Establishment	\$108.00.....\$78.00
	Financial Services	\$140.00.....\$110.00
	Grocery Store	\$1,485.00.....\$1,455.00
	Light Manufacture or Repair.....	\$91.00.....\$61.00
	Motel.....	\$169.00.....\$139.00
	Office	\$119.00.....\$89.00
	Pawnbroker	\$293.00.....\$263.00
	Rental (equipment, merchandise, etc.).....	\$124.00.....\$94.00
	Retail Store.....	\$108.00.....\$78.00
	Services	\$98.00.....\$68.00
	Specialty School.....	\$91.00.....\$61.00
	Storage	\$114.00.....\$84.00
Home Occupation	If the business impacts the neighborhood	
	No license is required if business does not impact the neighborhood.	
	If business owner still requests license	
Rental	\$30.00	Administration Fee plus:
	Residential	
	Standard rental license	
	Good Landlord Program Participants	
	Commercial.....	

****Business License renewals are due by December 31st of each year****

If a license is not renewed by January 15th add 50% of license fee
If a license is not renewed by February 1st add 75% of license fee
If the license is not renewed by March 1st add \$100 collection fee

Solicitor Registration (per person)..... \$55.00 (renewal due 1 year from issue date)
1 or 2 Day Special event License..... Sponsor - \$50.00, each vendor - \$10.00
Temporary.....\$50.00 Plus \$1.00 per day (limit of 90 consecutive days per calendar year)
Mobile Food Truck reciprocal license\$30.00
Fireworks\$350.00 (plus \$100.00 refundable bond for outdoor stands)

****\$5.00 fee for a duplicate business license****

****\$10.00 administrative fee for any changes made to an existing business license****

FACILITIES RENTAL

Park Bowery Rentals.....	\$15.00 Residents \$35.00 Non-Resident
Ball Field Rentals.....	Deposit\$100.00 Field (residents)\$10.00 per hour/per field Field (non-residents)\$20.00 per hour/per field Field maintenance (Mon-Fri) ..\$25.00 per field Field maintenance (Sat-Sun)..\$40.00 per field Scoreboard use\$20.00 per field/per day Supervisor\$15.00 per hour Field lighting.....\$15.00 per hour
Sunset Room Rentals	\$250.00 Deposit, plus the following:
(4 hour blocks)	\$150.00 Residents \$100.00 Resident Senior Citizens (age 55 and older) \$200.00 Non-Residents and Businesses
(full day rate).....	\$250.00 Residents \$200.00 Resident Senior Citizens (age 55 and older) \$350.00 Non-Residents and Businesses <i>(Sunset based organizations may be eligible for a discounted rate to be determined by the Sunset City Department Heads)</i>

MISCELLANEOUS FEES

Copies \$0.25 Per Page
A fee based on employee's time required shall also be levied in 15 minute increments at \$20.00 per hour for requests which take longer than 15 minutes to duplicate. A deposit of \$50.00 will be charged for records that will apparently take longer than 3 hours to duplicate.

Police Report.....	\$10.00
Sex Offender Registration.....	\$25.00
Building Inspection w/o permit.....	\$50.00
Return Check Fee.....	\$20.00
Candidate Filing Fee	\$35.00
Franchise Application Fee	\$500.00
Chicken Permit Fee.....	\$15.00 (annual renewal)