



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, February 6, 2024 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 Mayor Madsen
- C. APPROVAL OF MINUTES – January 16, 2024
- D. APPROVAL OF VOUCHERS – Asphalt Construction - \$20,520.00 for asphalt paving on 1675 North
- E. PUBLIC COMMENTS

AGENDA ITEMS

1. Discuss and Approve Farmers' Market Contract for 2024
2. Approve Appointment of Planning Commission Chair Laura Penman and Alternate Chair Scott Stevenson
3. Approve Reappointment to the Planning Commission as a Commissioner for Mike Rigley
4. Consider and Approve Resolution 2024-05 Approving the Maintenance and Ownership Cooperative Agreement with UDOT and Sunset for the 1800 North Detention Ponds
5. Consider and Approve Resolution 2024-06 Approving the Underground Right of Way Easement for Utilities for the Sunset Jr. High School Rebuild
6. Consider and Approve Resolution 2024-07 Approving the Planning Forgiveness Agreement for the Lead Service Line Inventory
7. Mayor, Council and Department Head Reports
8. Adjourn Regular Session and move into the Work Session

WORK SESSION

1. Discuss Vehicles for Sale
2. Discuss Possible Dates for Fun Days and Mental Health Craft Fair
3. Discuss Possible Bingo Nights
4. Motion to Adjourn

Possible closed session for reasons allowed by Utah State Code 52-4-205.

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. Anchor location for electronic meetings by telephone device is 200 W 1300 N, Sunset UT 84015. With the adoption of Ordinance 1-6-3, the Council may participate per Electronic Meeting Rules. Please make arrangements in advance. Posted and e-mailed to local newspaper – February 2, 2024

Nicole Supp, Recorder

Sunset City Corporation
City Council Minutes
January 16, 2024
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Minutes of a regular meeting held January 16, 2024 at Sunset City Hall, 200 West 1300 North, Sunset, Utah; Mayor Pro Tem Wiggill presiding.

REGULAR SESSION

Mayor and Council Present:

Scott Wiggill	Mayor Pro Tem
Ricky Carlson	Council Member
Nakisha Rigley	Council Member
Nancy Smalling	Council Member
Hope Thompson	Council Member

City Employees Present:

Nicole Supp	Recorder
Jason Monroe	Public Works Director
Brett Jamison	Police Chief
Bruce Arbogast	Lieutenant

Excused:

D Howard Madsen	Mayor
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Others Present:

Chad Bangerter	Sunset Resident
Beverly Macfarlane	Sunset Resident
Robert F. Smalling	Sunset Resident
Stephanie Stewart	Sunset Resident
Stewart Jensen	Sunset Resident
Laura Penman	Planning Commission Chair
Braxton Barker	Utah Cyber Center
Cliff Lackman	U-Haul of Northern Utah – AMERCO
Brett Gulash	Hillside Architecture
Celeste Hopkins	Victim Advocate
Chance Hopkins	Clearfield

The regular session was called to order at 6:30 p.m. by Mayor Pro Tem Wiggill.

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

Regular Meeting:

Approval of Minutes: Council Member Carlson made a motion to approve the meeting minutes for January 02, 2024 as presented and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Carlson, Rigley, Smalling and Thompson voting yes.

Public Comments: Naunie Adams – 176 W 2525 N – Ms. Adams stated in May this year she will have lived in Sunset for 38 years. She has concerns about the suggestions being made about

the use of the old Fremont Elementary building. Her side yard shares a boundary with the building. She is saddened by the closing of Fremont Elementary as she worked there and her children went to school there; she has an emotional attachment and feels as a resident and homeowner in Sunset it is not in the best interest of the residents to have a homeless shelter in the middle of a residential area. Since she heard the news of suggesting the building, she has done a lot of research about homeless shelters. In her findings she found out within 500 meters of a homeless shelter crime statistics go up. Mrs. Adams shared she is not certain how she would feel walking her dog at night knowing the people who did not get a bed at the shelter would be lingering around the neighborhood. She understands something will be done with the building but feels a homeless shelter is not the right decision.

Chad Bangerter – 88 W 2400 N – Mr. Bangerter stated his concern was also in regards to Fremont Elementary becoming a homeless shelter. He feels the Council should notify the residents sooner rather than later in regards to the fate of the building. There are a lot of issues that come with bringing a homeless shelter into the City such as, theft, crime, and increase in Police force which would mean an increase in budget and taxes. He understands homelessness is an issue but not an issue worth bringing to Sunset. Mr. Bangerter asked what will be done with the property. The City currently has assets on the property seeing as the property is shared with the John G. White Park and is an entrance to the Park, the bowery and walking path are an asset on the Park property as well. He feels the City needs to be proactive with any development for Fremont to create the property entrance. The Planning Commission may need to rezone the property; he feels residential will fit best in the area. Since his property is adjacent to school property, he feels the residents around will also have a reduction in property value. Mr. Bangerter reiterated once more to let the residents know sooner rather than later what will become of the property, it is essential. He finished by asking the Council to keep their word on the sale of the property located at 1913 N 400 W and repays their debt on the Public Works building.

Stephanie Stewart – 219 W 2525 N – Ms. Stewart shared she has lived in Sunset since June of 1998; she lives 3 houses west of Fremont Elementary. She said she has loved living in Sunset and plans to live here for the rest of her life but at this moment she is very frustrated and feels it is upsetting to hear of the suggestion of Fremont Elementary becoming a homeless shelter. She concurs with Mr. Bangerter the residents need to be notified; it will be a benefit to the whole City. She feels it would be wrong to have a shelter in the middle of a residential neighborhood. She is learning a lot and thinking about joining Planning Commission to be more involved. Ms. Stewart asks Council to be more proactive to ensure the residents are cared for and their properties are protected. She understands the need for a shelter but not in her backyard. She feels her neighborhood is secure and does not want to feel insecure in this City. She asks the residents be notified and let them help.

Nancy Smalling – 2446 N 475 W – Council Member Smalling agreed with the previous comments and stated she has voiced her concerns. There would be a need for increased police presence; she is not stating there are criminals in the homeless shelters but feels a homeless shelter would bring a different type of people to the City because of the nature of what it is. Council Member Smalling stated she has been very vocal and will continue to be vocal about this

issue. Sunset is not the place for a homeless shelter; a shelter would be a better fit in central Davis County.

Stewart Jensen – 2092 N 250 W – Mr. Jensen stated he has lived in Sunset for a year now, when he and his wife were searching for a home, they originally found a home in Ogden they loved and was much cheaper. The reason the home in Ogden was so much cheaper was because the home was across the street from a Catholic church that fed the homeless weekly. He shared it is a noble pursuit for the church to do those acts of kindness but they chose a significantly more expensive home in Sunset to avoid it. If a homeless shelter came to Sunset, it would be the same situation. He feels the City does not have the resources available to sustain a homeless shelter. Mr. Jensen said he would hate to see the City become part of a larger City, he would like to it to stay Sunset. He shared statistics on average human trafficking goes up near homeless shelters. He has two small children who could become prey and be targeted. He asks the Council to please protect the residents.

Mayor Pro Tem Wiggill shared with the residents the idea of Fremont Elementary becoming a homeless shelter was sprung on the City as well and there is no support from the Council for the idea of the shelter coming to the City. The property is owned by the School District. He emphasized the City will strongly encourage them to listen to everyone's feelings on the idea. Mayor Pro Tem Wiggill suggested residents come to the meetings and pay attention to the website for further information on the matter.

1. Recognize Chad Bangerter for Time Served with Sunset City: Mayor Pro Tem Wiggill expressed his gratitude towards Mr. Bangerter for the time he served with him. He recalled when he originally ran for Council it was because of the Fire Department closing, he since has been enlightened and educated by Mr. Bangerter's wisdom and great knowledge of the City. Mayor Pro Tem Wiggill stated he appreciates his dedication and value he has brought to the City. Mr. Bangerter expressed he appreciated the opportunity to serve and appreciates the service of the Council Members and serving with them. There have been a lot of ups and downs but during this process he's learned it is about understanding and openness. It is about honesty and being able to listen to both sides of the story. Mr. Bangerter stated he has served for 12 years on City Council, 4 years as the Mayor, 2 years on the Planning Commission and 4 years as a Mobile Watch Commander; he said he has had a lot of fun in this City. As a Council he has been through many great things and they have done a lot of things they didn't think were possible: they've built walking tracks, built a skatepark so the kids have somewhere to go, we purchased a 1.7 million dollar building for Public Works prior to the 1800 N project so they had somewhere to go, we welcomed many commercial developments and businesses who have brought great revenue to the City, we built a Veterans Park which included brining in additional housing as well and we brought in a full-fledged Fire Department with all of the equipment to service the City's need. Mr. Bangerter shared he has been through 5 Mayors, 3 Public Works Directors, 2 Recreation Directors, 2 Treasurers, 2 Judges, 3 Attorneys and 2 Police Chiefs. He wanted to speak in regards to the Police Department, he feels they have never received the recognition they deserve. It is so hard to keep a Police Department in a City because it costs a lot of money to train and keep them. This City has been through 3 Police Chiefs and that's an accomplishment. He thanked the

Police Department for all they do. Mr. Bangerter reminisced on playing “Sunset Sam” he told the story of a family who lost their child and through their tragedy “Sunset Sam” was created. Mr. Bangerter finished by saying he loves this City, it is a great City.

Council Member Smalling presented Mr. Bangerter with a framed photo of him wearing the suit of Sunset Sam. She thanked him for his service and shared she appreciates his honor and love for the City. She expressed she is sad to see him go but felt this photo was perfect for this day. She said he is a patriot and a good man.

2. **Consider and Approve Updates to the Youth City Council Charter:** Council Member Rigley informed Council she did not have the Youth Council stay to present today because they have a big day tomorrow at the Capital. She informed she emailed the charter over a week ago so everyone would have the chance to look it over. Council Member Smalling asked for one change to be any resident of Sunset or neighboring City, to be all inclusive for those children who live in Sunset but go to school in a different City. It provides a good opportunity for the youth. Council Member Carlson questioned paragraph 1.1 in regards to the age limit being for ages 11-18 years old. He wanted to know why the age limit had dropped. Council Member Rigley informed when she got on the Council there was not a Youth Council so she has had to rebuild the Youth Council and most of the kids who inquired were younger. She feels the 11-year-olds have a similar interest level as the 13-year-olds so it has worked out having a mixed dynamic. The oldest participant is 15 years old so they aren’t far apart in age. Council Member Carlson inquired about members who once they turn 18 years old are they no longer eligible. Council Member Rigley responded “or in school.” Council Member Carlson asked about paragraph 1.4 on why there is a maximum of 15 members. Council Member Rigley stated that is the amount of youth she feels she can handle on her own. She has an advisor to help but she is not always available. She currently has 10 participants. Council Member Carlson questioned paragraph 3.2 in regards to missed meetings. He suggested it be edited to say “unexcused absences.” Council Member Carlson wondered why the Youth Council doesn’t mimic the City’s public body as it has in the past. Council Member Rigley informed the Youth Council has a Mayor, Mayor Pro Tem and a Secretary. The whole body is the voting body. Council Member Smalling praised Council Member Rigley for a job well done with the Youth Council. She said when Covid hit the Youth Council was obliterated and to have it back at 10 members is amazing.

Council Member Thompson made a motion to approve the Youth City Council Charter with suggested updates and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Carlson, Rigley, Smalling and Thompson voting yes.

3. **Information from SentinelOne for the State of Utah Cyber Project:** Braxton Barker introduced himself to Council stating he is a Cyber Information Analyst and he works with the City and County Outreach Program. The Utah Cyber Center partners with the Department of Public Safety and the Division of Technology Services to create the Outreach Program. His team assists local governments with the State and Local Cybersecurity Grant Program (SLCGP) offered by the State which provides funding for services until the end of 2027 at no cost to cities. The Cyber Center is working with the State legislature to secure permanent

funding sources beyond the life of the grant. There are three parts offered by his team. The first one is SentinelOne which provides protection services through advanced security measures supported by a team of expert security analysts 24 hours a day, 7 days a week, and 365 days a year. The KnowBe4 is a robust security awareness training platform to help educate government employees. The last part is Professional Training and exam vouchers for local government IT staff for the CompTIA Security+ Certification. Mr. Barker stated if the City is interested they can contact them at cybercenter@utah.gov and they can get started. Mayor Pro Tem Wiggill informed Mr. Barker the City recently switched IT services so we will reach out to them and see if this will be a benefit.

4. **Update from Victim Advocate Celeste Hopkins:** Mayor Pro Tem introduced Celeste Hopkins as the City's Victim Advocate, shared with Syracuse and Clinton cities. Mrs. Hopkins stated the objectives for the meeting. She informed Council the first set of statistics will be for all three combined Cities. The total number of victims was 379 for the year 2023. She shared a chart showing the total crime reported in 2023 for Domestic Violence cases was 447 she served 236. For Stalking/Harassment cases there were 172 with 78 victims served. The statistics for how many cases there were for Aggravated Assault and Sex Offenses were missing but she served 33 Aggravated Assault victims and 43 Sex Offense victims. Mrs. Hopkins expressed her appreciation for the support from Chief Jamison and Lieutenant Arbogast. She explained the reason more domestic violence victims were served is because those cases reach court and go through the process. She showed a pie chart of all of the victims served in all three cities. Mrs. Hopkins expressed the need to give more attention to sex assault cases, including child sex assault victims, they tend to get more complicated because of filing in Farmington but the Victim Advocate can still be involved even if they reach the County level. Council Member Thompson asked if she reaches out to each victim or if they have to reach out to her. Mrs. Hopkins explained it can go both ways. Mrs. Hopkins reported for all three cities there were a total of 81 sex offences reported, 29 of those victims were served and 52 victims need services. Domestic violence cases are also increasing. There were 458 cases reported, 235 victims served and 223 victims in need of services. She expressed her goal is to get in contact with all of the victims to be able to provide the needed services. With offering services in three cities its necessary she works as a team with each city. Mrs. Hopkins explained to the Council she is in need of help to cover the climbing number of victims. She is proposing a full-time advocate starting at \$23-\$26 per hour or a part time advocate starting at \$20 per hour. She feels it would be great to start out with a part time for now. The proposed new hire she is hoping for who be looking to gain experience in the field and be responsible for sex offense cases. The estimated cost for Sunset at a 12.6% split with the other cities for a part time position would be \$3,150.00 per year. Mrs. Hopkins relayed to Council if they have any questions to feel free to reach out to her. Mayor Pro-Tem Wiggill shared he worked as a Victim Advocate for two years and the impact and help it provides is important. Lieutenant Arbogast shared Mrs. Hopkins is a huge help to him and keeps him accountable, he gave her the upmost support.
5. **Recommendation and Approval for U-HAUL Tenant Improvements:** Brett Gulosh introduced himself as the representative for U-Haul's request for a tenant improvement. U-Haul is requesting a sizable addition; they would love to extend the current building 112 feet

west on the side of 1300 North. Since the Planning Commission has adopted the new Form Based Code they requested some additional engagement on 1300 North. He proposed option A and option B. The Planning Commission chose option B which included adding some windows for pedestrian engagement. He explained there was an owner lapse so there was a miscommunication in regards to when they filed for their building permit; it was putting the cart before the horse so now they are asking for land use approval for the addition. Mr. Gulosh informed Council he received the engineering comments and he has now been in contact with North Davis Fire District for their approval on the fire sprinkling system. They will be removing the RV canopies as well. Council Member Carlson asked if the canopies will be relocated. Mr. Gulosh replied no. Director Monroe had also provided comments in regards to the water line; since 1300 North was just paved there will be no excavation on that road. Council Member Smalling asked if there will be anymore RV storage. Mr. Gulosh explained the ubox buildings were what U-Haul had identified as where the additional storage could be added so there will not be RV storage. Laura Penman, Planning Commission Chair enlightened Council this addition would provide more revenue, it does not technically trigger the Form Based Code at this time, it is merely enhancing what they currently have. She expressed the Planning Commission has been over the plans and recommend to Council the land use approval for the addition. Council Member Carlson stated it looked good to him. Mr. Gulosh thanked Recorder Supp, Deputy Recorder Markel and the Planning Commission for their willingness to hustle on the project. Council Member Thompson asked about the water connection on 1300 North. Director Monroe explained they will not be touching the new asphalt on 1300 North; he is willing to work with U-Haul to use the existing approach to connect to the water line.

Council Member Rigley made a motion to approve the land use approval for the U-Haul tenant improvement with approval from the City Engineer, Public Works Director and North Davis Fire District Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Carlson, Rigley, Smalling and Thompson voting yes.

6. Recommendation and Approval of Resolution 2024-04 from Planning Commission for Planning Outpost to Complete State Mandated Changes to Subdivision Ordinances:

Ms. Penman stated the Planning Commission went over the viable options for the required changes and determined Valerie with Planning Outpost would suit Sunset best. Council Member Thompson questioned the attorney's response to the agreement on the cost being \$14,000. Recorder Supp confirmed she spoke with Valerie and asked if there would be any cost to the City and Valerie stated no the expenses would not go over the funding given by the government.

Council Member Rigley made a motion to approve Resolution 2024-04 and Council Member Thompson seconded the motion. The motion passed unanimously with Council Members Carlson, Rigley, Smalling and Thompson voting yes.

7. Discuss and Possible Action for Property Located at 1913 N 400 W: Council Member Thompson stated she feels there is a good reason to keep the property but there are better reasons to sell the property. She feels the City does not need another park, the reasons it was

bought in the first place was to be another entrance for Public Works which is no longer needed since the new Public Works building has been purchased. Mayor Pro Tem Wiggill reiterated the previous Council had decided to sell the property to repay some of the debt from the purchase of the Public Works building. He feels it is not right to keep the property; the City is not in the real estate business. Council Member Rigley stated her view has not changed she would like to sell the property. Council Member Smalling said she feels it is best the City sell the property. Council Member Carlson also agreed the property should be sold to pay the debt.

7. (A) (Dependent on 7.) Consider and Approve Resolution 2024-03 Listing Agreement with Summit Sotheby's International Realty Company: Council Member Smalling made a motion to approve selling the property located at 1913 N 400 W and approving Resolution 2024-03 and Council Member Thompson seconded the motion. The motion passed unanimously with Council Members Carlson, Rigley, Smalling and Thompson voting yes.

8. Mayor, Council and Department Head Reports: Council Member Rigley announced the Youth Council are excited to be going to the Local Officials Day tomorrow. She thanked Council Member Smalling for agreeing to chaperone. Council Member Rigley reported on her excitement for Winterfest. They will be having the Chili Cook-Off and bingo. She has some fun prizes lined up and has been asking local businesses for donated prizes. She currently has one donation from Titan's Doggy Daycare. Director Monroe has engraved some beautiful cutting boards as prizes. Council Member Rigley shared she received a call from Brian Papworth from Connext to get the community event planned. The tentative date is March 7th and will be paid for by Connext. Lastly, she shared the Chili Cook-Off currently has six contestants. She is allowing fifteen so she is hoping to get a few more participants. Winterfest will be held on February 2nd at 5pm in the Sunset Room.

Council Member Smalling shared she is excited to join the Youth Council tomorrow at the Day at the Legislature. She will have the North Davis Fire District meeting next week. Council Member Smalling stated the Mosquito Abatement are starting to get some of their seasonal employees back and are starting to plan for their work. The Mosquito Abatement has a new drone that is pretty awesome it can take pictures. They are working on getting their final numbers for the region to report on. She said she finds it interesting some of our neighboring states do not treat for mosquitos; she is a firm believer it works considering the statistics. She joked about the Chili Cook-Off and stated she will be bringing chili.

Council Member Thompson shared she would like to work on donations so if someone needs donations let her know for what and when and she is willing to work on them. She has spoken with Smith's and received confirmation they will be donating the items for the breakfast at Fun Days. Her main focus is local so she is starting local for her donations. Council Member Thompson reported on beautification that she is working with the Utah Leagues of Cities and Towns to write four grants. The grants include one through T-Mobile, the federal government, Davis County and one for revitalizing old buildings. She noted in 2023 the City did not receive any CDBG funds and she is hoping to get some CDBG funds in 2024. Council Member Thompson reported on the seniors' side of things she has requested a

group come out to speak with the seniors to provide them with resources they may be missing out on. There will be a 30-minute presentation at the end of February, then an hour long of representatives helping seniors sign up for the services offered. There will be no cost to come or sign up. There are currently 67% of seniors missing out on programs that could benefit them. She has been looking up food programs for seniors' and she has found one program that will mail food to seniors so she is working on getting these programs out to the seniors. The North Davis Senior Center will be going to lunch bunch at Iceberg tomorrow the 17th, a trip to Hill Air Force Base museum on the 26th of this month and have a bonsai plant workshop coming up.

Council Member Carlson informed Council he was not able to make it to the Planning Commission meeting on Thursday but he appreciates all of their hard work. He wanted to comment on Fremont Elementary and assured the residents no one on the Council would like to see a homeless shelter there. His hopes for the future are they would sell the land for redevelopment and bring in residential so the City would be able to collect taxes.

Director Monroe responded to Council Member Thompson's report on CDBG funds, he stated the reason the City did not receive funds last year is because the project on 1300 North had a \$700,000 match. All CDBG grants require a match. Director Monroe reported he has been in touch with the auction company and the Police and Public Works vehicles that were approved to be sold will be going down to the auction tomorrow and they will be sold on February 18th & 19th. Council Member Thompson stated she feels the City is going to lose so much money by taking the vehicles to the auction. Director Monroe expressed he is not a car salesman, selling 10 vehicles on KSL with only his number as the contact is going to be a lot of work and time. Council Member Thompson quoted an email from August 7th stating the vehicles would be sold on KSL based on the general appraisal so the City would get a decent return. Chief Jamison reiterated the email stated per policy someone from the City would be designated to sell the vehicles, it was decided after neither Director Monroe nor himself were car salesmen so the auction was the next best. Chief Jamison said he personally prefers the vehicles get sold on KSL; the unfortunate part of the auction is there is no reserve so the City could stand to lose a lot of money and he does not want to lose money. Mayor Pro Tem stated Director Monroe doesn't have enough time and neither does Chief Jamison, so who has the time. Council Member Thompson said she doesn't understand why a photo and description can't be put on KSL and have the vehicles parked at the Public Works building where people can come and look at them, it's simple. Council Member Smalling suggested a compromise, putting the cars on KSL for a certain amount of time and if they don't sell within the timeframe then we take them to the auction. Chief Jamison informed the money from the sale of these vehicles cannot be used until the next budget so technically the cars do not need to be sold until July, he does not want to rush into selling these cars if it is not necessary. Council Member Carlson suggested dealer consignment. Mayor Pro Tem asked who will sell the cars. Council Member Thompson asked if the attorney could be consulted to see if it needed to be a registered agent or who in the City could take on the task. Recorder Supp said she believe the policy reads the Council must appoint someone within the City. Director Monroe offered if the Council wants to appoint him he would be happy to get started on it tomorrow morning, but he needs clear direction. Mayor Pro Tem stated the

Council need to make a decision to send the cars to the auction or have Director Monroe put them on KSL to sell. Council Member Smalling stated she wanted Director Monroe to sell them. Council Member Carlson stated he did not want to take the auction route; he chose to have them sold or consignment. Council Member Rigley stated she would like them sold as well. Mayor Pro Tem stated he has the vote from Council to sell the vehicles. Director Monroe asked how they wanted him to proceed, if he gets an offer does he email it to everyone to get permission or would he be given authority to proceed with reasonable offers. Council Member Rigley asked how the logistics of this would work because some of the Council Members work full time and cannot be answering emails all day. She also asked if people were able to test drive the vehicles. Director Monroe said no they will be sold as is. Director Monroe said he loves this City and he will do his best to get the most out of the cars, he has put a lot of extra time and done extra things to benefit the City. He will no longer be available to do extracurricular tasks for the City. Council Member Thompson said if blue book is \$5,000 and someone offers \$2,000, she feels those types of offers should be sent to the Council. Director Monroe stated he is not trying to be difficult he just does not want any ramifications to come back on him if everyone is not on board. Council Member Smalling said she trusts Director Monroe to sell the cars by taking the best offers. She asked he send them the blue book appraisals, tell them what they are sold for; the Council knows you have the best interests at heart. Mayor Pro Tem Wiggill said he is unclear if this takes three approvals for each time he goes to sell a vehicle. Recorder Supp clarified she thinks what Director Monroe asked Council to give specific direction on if he gets as close to Blue Book value for each car is he okay to go ahead and sell them or if the Council wants to approve each sale then should he get three approvals each time he goes to sell a car. Council Member Smalling stated she feels Director Monroe will make the best choices for the City when selling the cars. Mayor Pro Tem Wiggill stated cars have been sold before he knows Director Monroe has the best interests of the City and we should allow him to do so. Council agreed. Director Monroe went on to the Lead and Copper grant, the agreement spells out what the money can be used for, the cost for hiring an engineering company to do the work will cost \$56,000 of the \$100,00 so Public Works will be doing the work and contracting with the engineer. Since Public Works already have to do the field verification it makes sense. Council Member Thompson asked if they will have enough time to complete the task. Director Monroe stated the time spent will be in overtime. Council Member Thompson said her fear is we will not have enough time, if the project is due in October by the time the ground thaws will there be enough time. Director Monroe assured her the job will get done by Public Works.

Chief Jamison reported there is a new House Bill 84 that require school security in all schools, this requires an armed officer present every day in the schools. The School District will pay 50% of 9 months of wages for each officer. He wants the Council to understand we would lose an officer for daily patrol once this happens; however, the schools can choose to hire a former or retired officer if they choose. Council Member Smalling stated it is sad the world has come to having to have armed officers in school, God bless the officers.

Recorder Supp stated today a 50% penalty has been issued on all those who have not renewed their business licenses and a letter has been sent out. She reminded everyone this

Thursday will be the sexual harassment training for all employees; you can attend the 9am or 1pm session.

Mayor Pro Tem Wiggill wanted to take a moment to thank Chad Bangerter and Beverly Macfarlane for their dedicated service to the City. They have left their fingerprints on the City and he appreciates them. He reported there will be a Fire board meeting next week, if you have not drove by the new station you should. It is coming along nicely. The doors have been delayed but the timeframe is still set for April. Council Member Carlson asked if the doors are high speed. Mayor Pro Tem Wiggill stated yes.

WORK SESSION - CANCELLED

1. **Discuss the Lead & Copper Service Project:** Mayor Pro Tem Wiggill asked if anyone needed to discuss further since this item was discussed in Director Monroe's report. No one had further questions so the Work Session was cancelled in the regular meeting.

Council Member Carlson shared on his way to the meeting tonight he counted 13 properties who have not shoveled their sidewalks; he asked if the Code Enforcement Officer has been out. Chief Jamison stated yes, he has been working hard on the overnight parking warnings. Today all the business on Main Street were notified it is their responsibility to clear the sidewalks in front of their business. Council Member Smalling informed it is against the City code to blow your snow into the streets. Mayor Pro Tem Wiggill thanked Public Works for plowing the snow with their limited equipment.

Council Member Rigley made a motion to adjourn. Council Member Carlson seconded the motion. The motion passed unanimously with Council Members Carlson, Rigley, Smalling and Thompson voting yes.

The meeting adjourned at 8:24 p.m.

Approved – February 6, 2024

D Howard Madsen, Mayor

Nicole Supp, Recorder

SUNSET CITY CORPORATION

VOUCHER APPROVAL FOR INVOICES OVER \$15,000.00

Date: January 16, 2024 – February 6, 2024

DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
1/26/24	Asphalt Construction	Asphalt work at Sunset Elementary <i>on 1675N by Jr. High</i>	Public Works	\$20,520.00
			Total	<u>\$20,520.00</u>

Mayor _____

Council Members _____

City Recorder _____

City Treasurer _____

Date _____

INVOICE

Asphalt Construction & Excavating
1256 1725
Ogden, UT 84404

Asphaltconx@gmail.com
+1 (801) 831-0386



Hogan General Contractors

Bill to

Trent Sweeten
Hogan General Contractors
940 N 1250 W
Centerville, Utah 84014

Ship to

Trent Sweeten
Hogan General Contractors
940 N 1250 W
Centerville, Utah 84014

Invoice details

Invoice no.: 1040
Terms: Net 30
Invoice date: 11/01/2023
Due date: 12/01/2023

Job Name : Sunset Elementary - Sunset City

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Mill Asphalt Mill 3" thick asphalt section		4500	\$1.35	\$6,075.00
2.		Fine Grade Base Fine grade existing road base		4500	\$0.24	\$1,080.00
3.		3" Asphalt Place 3" thick asphalt APWA PG 58-28		4500	\$2.97	\$13,365.00

Total **\$20,520.00**

Ways to pay



Overdue 12/01/2023

Pay invoice

FARMERS' MARKET AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 2024, between the City of Sunset, a municipal corporation of the State of Utah, (hereinafter "City"), and Dream Events, LLC, a sole proprietorship of Diana and Matthew Siemens (hereinafter "Dream Events").

RECITALS

Whereas, the City desires to support a weekly Farmers' market to be held in the area of Central Park; and

Whereas, Dream Events has agreed to manage the event in accordance with this Agreement.

COVENANTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Location. The parties desire to locate the Farmers' Market at the specific location designated in Central Park. The parties agree that the City has the unilateral right to relocate the Farmers' Market site should it be necessary to do so for any reason or no reason. If the City desires to move the Farmers' Market site to another park in Sunset, the City agrees to a good faith review to determine if moving the site is feasible. In the event that the Farmers' Market site is relocated somewhere the parties will discuss the new site before the Farmers' Market is relocated.

Dates, and Times. The Farmers' Market shall run every Tuesday evening (5:00 p.m. to 9:00 p.m.) from the first Tuesday in May to the last Tuesday in September.

Permitted Booths. In addition to food items typical of Farmers' Markets, other booths shall be allowed. However, Dream Events shall ensure that non-food booths (such as art/crafts booths) never exceed food booths. The following are allowed as products or booths as a part of the Farmers' Market:

- a. Health and wellness products.
- b. Nonprofit and community organizations. However, the parties acknowledge that booths that promote candidates for political office or ballot propositions are not consistent with a successful Farmers' Market and will not be allowed to participate in the Farmers' Market.

Duration of Agreement. This agreement shall be in effect for the 2024 season and shall expire when the Farmers' Market closes on the last Tuesday of September in 2024. Upon written agreement from both parties, this agreement may be renewed for a duration to be determined by the parties.

Trash. Dream Events shall restore the site to its prior condition upon conclusion of each day the Farmers' Market is held. Such restoration shall include cleaning and removal from the site of all refuse and debris.

UDAF Regulations. Dream Events agree to follow the all regulations from the Utah Department of Agriculture and Food (UDAF) including and especially UDAF's COVID-19 Food Establishment Permit Guidelines for Farmers Markets.

Federal, State & Local Law. Dream Events shall operate the Farmers' Market in accordance with all relevant Federal, State and local laws, including, but not limited, to all worker's compensation and employer's liability insurance requirements. Dream Events shall provide a certificate of insurance or other document acceptable to the City that verifies Dream Events has Workers' Compensation Insurance. In the event that Dream Events subcontracts any work for the Farmers' Market, the City shall require the subcontractor(s) similarly to provide worker's compensation insurance as required by the laws of the State of Utah.

Insurance Requirements.

8.1. **Types.** Dream Events shall procure and maintain the following types of insurance for the duration of this Agreement. Any subcontractors hired by Dream Events shall also meet these requirements.

8.1.1. **Commercial General Liability.** Commercial General Liability (CGL) insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage (occurrence form).

8.2. **Coverage Limits.** Sunset's required insurance shall have the following minimum coverage limits:

8.2.1. **Commercial General Liability (CGL).** Commercial General Liability (CGL) with coverage of at least \$1,000,000.00 combined single limit per occurrence for property, bodily injury and personal injury. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be \$2,000,000.00.

8.2.2. **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the City may require that:

8.2.2.1. The insurer reduce or eliminate the deductibles or self-insurance retentions as respects the City, its officers, officials, elected representatives, employees or volunteers; or

8.2.2.2. Dream Events shall procure a bond or letter of credit guaranteeing payment of any deductibles or self-insured retentions.

8.3. **Policy Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

- 8.3.1. Additional Insured. The City and its officers, officials, elected representatives, employees and volunteers shall be listed as additional insureds under the CGL and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, Sunset and their respective officers, officials, elected representatives, employees, or volunteers.
 - 8.3.2. Primary Insurance. The Dream Events insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City or Dream Events shall be excess of the Farmers' Market insurance and shall not contribute with it.
 - 8.3.3. Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City its officers, officials, elected representatives, employees or volunteers.
 - 8.3.4. Separate Application. Dream Events insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 8.3.5. Waiver of Subrogation. The insurers shall waive, in writing, all rights of subrogation against the City, its officers, officials, elected representatives, employees and volunteers for losses arising from the Sunset's actions in performing (or failing to perform) this Agreement.
 - 8.3.6. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been given to the City. If insurance lapses, the City shall have the option of:
 - 8.3.6.1. Purchasing the insurance on behalf of Dream Events and; or
 - 8.3.6.2. Terminating this Agreement.
 - 8.3.7. Best's Ratings. Each insurer shall have a Best's rating of A-:VII or better. Insurers must maintain this rating for the entire term of this Agreement.
 - 8.3.8. Certificates of Insurance. Dream Events shall provide the City with certificates of insurance and with original endorsements effecting coverage required. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time. Dream Events shall obtain certificates of insurance from its subcontractors and provide copies of such to the City upon the City's request.
- 8.4. Subcontractors. Dream Events shall include any subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8.5. Insurance Coverage. The City does not represent that the insurance coverage specified herein (whether in scope or amounts of coverage) is adequate to protect the obligations of Dream Events or its subcontractors, and Dream Events and its subcontractors shall be solely responsible for any deductibles and deficiencies thereof.

1. Release of Liability. Dream Events acknowledges and certifies: (1) THAT IT UNDERSTANDS THAT THE PROPERTY ON WHICH THE FARMERS' MARKET WILL BE LOCATED MAY CONTAIN BOTH KNOWN AND UNKNOWN DANGEROUS CONDITIONS WHICH MAY RESULT IN DAMAGE TO OR LOSS OF ITS PROPERTY AND/OR PERSONAL INJURY, OR DEATH AND THAT THE CITY HAS NOT AND WILL NOT MAKE ANY ATTEMPT TO IDENTIFY SUCH CONDITIONS OR NOTIFY SUNSET OF SUCH CONDITIONS; AND (2) THAT SUNSET WILL ACCESS THE PROPERTY ENTIRELY AT ITS OWN RISK AND ASSUMES ALL RISK FOR ANY LOSS OR INJURY TO ITS PROPERTY OR PERSON, INCLUDING DEATH OR DISMEMBERMENT, WHILE THEREUPON OR ASSOCIATED THEREWITH. FURTHER, IN CONSIDERATION OF SUNSET BEING GIVEN ACCESS TO THE PROPERTY SUNSET FOR ITSELF, ITS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE CITY (HEREINAFTER REFERRED TO AS RELEASEE) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY SUNSET, OR TO ANY PROPERTY BELONGING TO SUNSET, WHILE PARTICIPATING IN ANY ACTIVITY WHILE IN, ON OR UPON THE PROPERTY WHERE SUCH ACTIVITIES ARE BEING CONDUCTED, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF RELEASEE, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, TO THE FULLEST EXTENT ALLOWED BY LAW.

2. Termination. Upon five (5) days prior written notice to Dream Events, the City or Dream Events may terminate this Agreement for any reason.

3. Indemnification. Dream Events shall indemnify, save harmless, and defend the City and its agents and employees from and against all claims, liens, losses, demands, damages, actions, costs, expenses, and charges of any and every kind, including attorney's fees, arising out of or by reason of Dream Events' use of or access to the Property or any activities conducted thereon by Dream Events, its agents, employees, invitees, or trespassers. It is Dream Events duty to defend the City including its agents and employees, shall exist regardless of whether the City, including its agents or employees or Dream Events or its agents may ultimately be found to be liable for anyone's negligence or other conduct. Nonetheless, Dream Events shall not be obligated

to indemnify the City for any damages caused by or resulting from an event entirely unrelated to Dream Events access to or use of the Property.

4. **Assignment**: This Agreement may not be assigned.

5. **Construction**. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The Parties acknowledge that each of them has reviewed this Agreement, and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any amendment to this Agreement.

6. **No Relationship**. The Parties hereto do not, by this Agreement nor by any Parties' acts, become principal and agent, limited or general partners, a joint venture, or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

7. **No Waiver**. Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

8. **Entire Agreement**. This Agreement sets forth the entire understanding and agreement between the Parties, and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition, modification, or amendment of this Agreement shall be binding on any of the Parties unless reduced to writing and duly executed and delivered by the Parties.

9. **Partial Invalidity**. If any term, provision, covenant, or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then all terms, provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

10. **Applicable Law**. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Utah.

(Signatures on Next Page)

SIGNED and ENTERED INTO this _____ day of _____, 2024.

THE CITY OF SUNSET

By:

D Howard Madsen, Mayor

ATTEST:

Nicole Supp, City Recorder

DREAM EVENTS, LLC:

By: _____

Its: _____

RESOLUTION NO. 2024-05

A RESOLUTION APPROVING THE MAINTENANCE AND OWNERSHIP COOPERATIVE AGREEMENT WITH UDOT AND SUNSET FOR THE 1800 NORTH DETENTION PONDS.

Whereas, UDOT (Utah Department of Transportation) is progressing the design and construction for the 1800 North Interchange; and

Whereas, UDOT will design and construct drainage improvements for the detention ponds on 1800 North in Sunset City; and

Whereas, the City will maintain, and operate the ponds and its existing Sunset City pond within City and State owned right of way; and

Whereas, the City will accept stormwater flows into the respective ponds.

Now, Therefore, be it resolved by the Sunset City Council that the attached agreement be approved and adopted this 6th day of February, 2024.

D. Howard Madsen, Mayor

Attest:

Nicole Supp, Recorder

MAINTENANCE AND OWNERSHIP COOPERATIVE AGREEMENT
Between
THE UTAH DEPARTMENT OF TRANSPORTATION
And
SUNSET CITY

This Maintenance and Ownership Cooperative Agreement, by and between **Utah Department of Transportation** ("UDOT") and **Sunset** ("City"). Each as party, ("Party") and together as parties, ("Parties").

RECITALS

WHEREAS, UDOT is progressing the design and construction for the highway project identified as I-15; 1800 North Interchange (SR-37) in Davis County, Utah ("Project"); and

WHEREAS, UDOT will design and construct drainage improvements ("Drainage Improvements") and 400 W and 432 W, 1800 N, detention ponds ("Ponds") in Sunset City, Utah; and

WHEREAS, the City will, maintain, and operate the Ponds and its existing Sunset City pond ("Existing Sunset City Pond") within City and State owned right of way; and

WHEREAS, UDOT will accept City stormwater at the connection shown in Exhibits "A" and "D," that are incorporated by reference; and

WHEREAS, UDOT and the City will accept stormwater flows into their respective Ponds.

THIS AGREEMENT is made to set out the terms and conditions of drainage improvements, ownership, maintenance, and operations covered by this Agreement in accordance with the terms and conditions contained herein.

AGREEMENT

1. Design and Construction

UDOT will design and construct Drainage Improvements and Ponds 11-01 and 11A-01 marked Exhibit "A."

2. Ponds:

a. 11-01 Pond

UDOT-owned and City-maintained 11-01 pond will be utilized by the Parties for detention marked in Exhibit "B" that is incorporated by reference. Pond 11-01 is in UDOT's Right-of-Way.

b. 11A-01 Pond

City-owned and maintained Pond 11A-01 will be utilized by the Parties for attenuated release of runoff generated by both Parties marked Exhibit "C," that is incorporated by reference.



c. Existing Sunset City Pond

City will reserve capacity necessary in the City-owned Existing Sunset City Pond for flows from Ponds 11-01 and 11A-01.

3. Drainage Improvements

UDOT and City storm drain and contributing flows generated from the 10-year 24-hour return are marked in Exhibits "A", "B", and "C".

City storm drain connecting UDOT's storm drain system P 12A-08 at MH 02-03 and assumed catchment area are marked in Exhibit "D," that is incorporated by reference.

City P 11A-04 connecting UDOT's pond 11A-01 to Existing Sunset City Pond is shown in Exhibit "C".

4. Long Term Operation and Maintenance

Parties agree to be responsible for long term operation and maintenance of Drainage Improvements and Ponds that within their right-of-way or have agreed to maintain through this agreement.

- a. The City will maintain Pond 11-01 and associated outlet structure and storm drain into the Existing Sunset City Pond.

Parties will comply with the required stormwater permits, applicable laws, and regulations for Drainage Improvements and Ponds that they own or maintain.

5. Requirements

Parties will meet to discuss changes to Hydrologic and/or Hydraulic values that are deemed to be significant which will be approved by the City Engineer of Record and UDOT.

Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.

6. Miscellaneous

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.
- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- e. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision.



Each provision shall be deemed to be enforceable to the fullest extent under applicable law.

- f. This agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
 - g. The UDOT and the City are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
 - h. The date of this agreement is the date this agreement is signed by the last Party.
-



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Attest

Sunset City

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended for Approval

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

UDOT Comptroller Office

Title: Contract Administrator

Date: _____

REVISIONS		
NO.	DATE	APPROVED BY

UTAH DEPARTMENT OF TRANSPORTATION DAVID EVANS AND ASSOCIATES, INC.	APPROVED 15682
DRAWN BY KMH	PROFESSIONAL ENGINEER 11/27/2023
CHECKED BY JIM	DATE

PROJECT 1-15; 1800 NORTH INTERCHANGE	PROJECT NUMBER S-15-8(157)336	PROJECT DATE 11/27/2023
DRAINAGE		PROFESSIONAL ENGINEER
APPROVED 15682		DATE

SHEET NO. DRDT-07

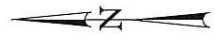
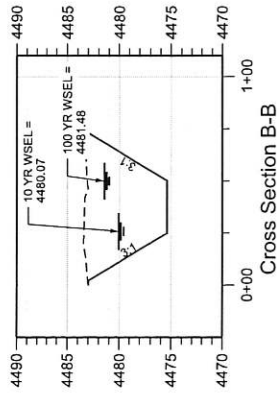
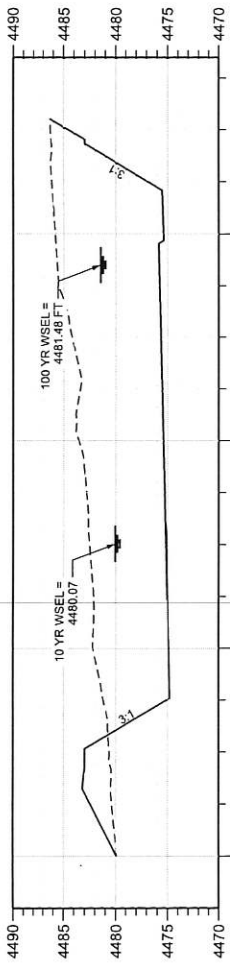
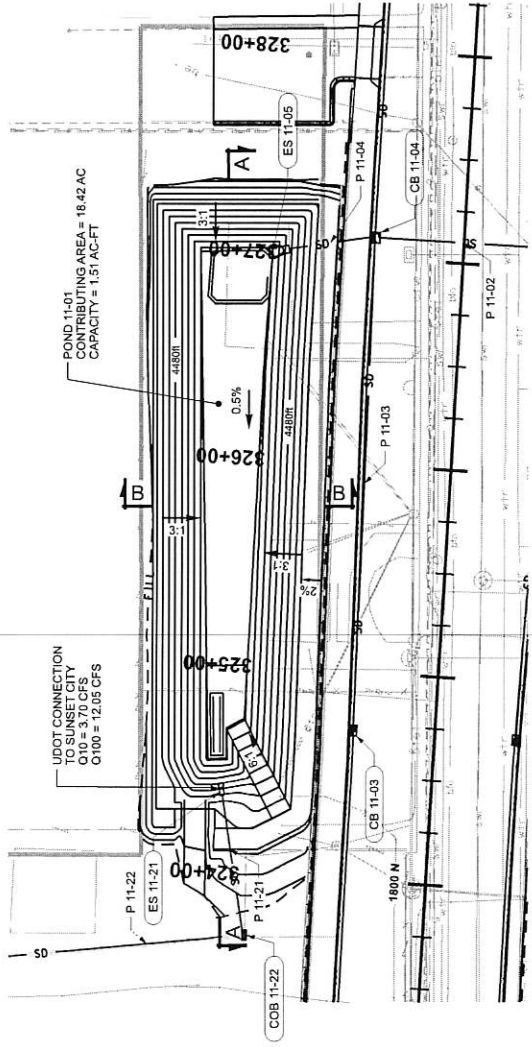


EXHIBIT B

POND 11-01



RESOLUTION NO. 2024-06

A RESOLUTION APPROVING THE UNDERGROUND RIGHT OF WAY EASEMENT FOR UTILITIES FOR THE SUNSET JR. HIGH SCHOOL REBUILD.

Whereas, Sunset City, hereby grants Rocky Mountain Power and easement for a right of way in regards to the rebuild of the Sunset Jr. High School on parcel 130-80-0071 also known as Central Park; and

Whereas, the easement for the right of way will be 10 feet in width and 150 feet in length, more or less for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of all underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances;

Now, Therefore, be it resolved by the Sunset City Council that the attached agreement be approved and adopted this 6th day of February, 2024.

D. Howard Madsen, Mayor

Attest:

Nicole Supp, Recorder

REV05042015

Return to:

Rocky Mountain Power
Lisa Louder/Baylor Malan
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: SUNSET JR HIGH SCHOOL REBUILD

WO#: 7034578

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **SUNSET CITY CORPORATION** (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 10 feet in width and 150 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **DAVIS** County, State of **UTAH** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal Description: BEG AT PT S 37 FT, W 586.1 FT FR NE COR OF SE 1/4 OF SEC 26-T5N-R2W, SLB&M; TH W 312.07 FT; TH S 511.2 FT; TH E 537.07 FT; TH N 404.2 FT, M/L, TO THE SE COR OF PPTY CONV IN WARRANTY DEED RECORDED 03/22/2018 AS E# 3082885 BK 6977 PG 135; TH ALG SD PPTY THE FOLLOWING TWO COURSES: W 225.00 FT & N 107.00 FT TO A PT ON THE S R/W LINE OF 1800 NORTH STR & TO THE POB. CONT. 5.75 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Assessor Parcel No.

13-080-0071

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _____ day of _____, 20__.

SUNSET CITY CORPORATION GRANTOR

SUNSET CITY CORPORATION GRANTOR

Acknowledgment by Trustee, or Other Official or Representative Capacity:

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____ (representative's name), known or identified to me to be the person whose name is subscribed as _____ (title/capacity in which instrument is executed) of _____ and acknowledged to me that (he/she/they) executed the same.

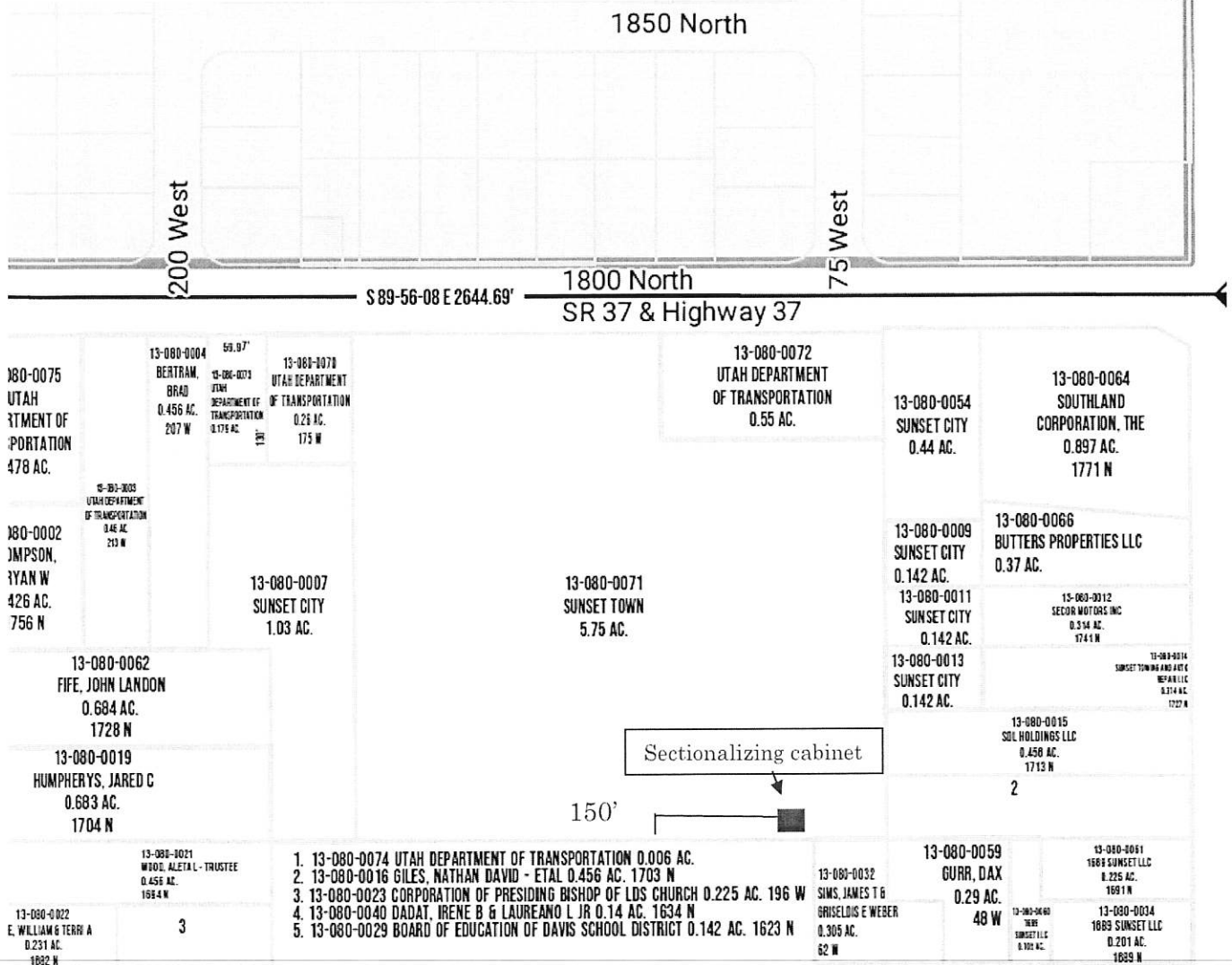
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

Property Description

Quarter: NE Quarter: SE Section: 26 Township 5N,
 Range 2W, SLB&M
 County: DAVIS State: UTAH
 Parcel Number: 13-080-0071



CC#: 11456 WO#: 07034578
 Landowner Name: SUNSET CITY CORPORATION
 Drawn by: BM

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A



SCALE: Not to Scale

RESOLUTION NO. 2024-07

A RESOLUTION APPROVING THE PLANNING FORGIVENESS AGREEMENT FOR THE LEAD SERVICE LINE INVENTORY.

Whereas, Sunset City (herein after the “Recipient”), hereby request to enter into an agreement between the State of Utah, Department of Environmental Quality and the Drinking Water Board (herein after the “Board”), to receive financial assistance pursuant to the Safe Drinking Water Act; and

Whereas, the Board has determined the principal forgiveness is necessary to determine the economic feasibility of the proposed project as described as the Lead Service Line Inventory Project;

Whereas, the Board authorizes the recipient to receive a planning loan with 100% principal forgiveness of \$100,000;

Now, Therefore, be it resolved by the Sunset City Council that the attached agreement be approved and adopted this 6th day of February, 2024.

D. Howard Madsen, Mayor

Attest:

Nicole Supp, Recorder

Contract #
SRF # 3F1994P
Amount: \$100,000
Recipient: Sunset City Water System
Tax ID # 87-6000872

PLANNING PRINCIPAL FORGIVENESS AGREEMENT

LEAD SERVICE LINE INVENTORY

DRINKING WATER STATE REVOLVING FUND

STATE OF UTAH

Department of Environmental Quality
Drinking Water Board

This principal forgiveness agreement is entered into by and between the State of Utah, Department of Environmental Quality, Drinking Water Board (hereinafter the "BOARD") and

Sunset City Water System

an applicant for principal forgiveness under the Drinking Water Board provisions contained in R309-705 of the Utah Administrative Code as authorized by Utah Code Title 73, Chapter 10c (hereinafter the "RECIPIENT"). Pursuant to the provisions of the Statute, and the powers and functions of the Drinking Water Board, the BOARD hereby finds and determines, based upon the formal application of the RECIPIENT, the evidence provided by the RECIPIENT to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the RECIPIENT, the following, that:

1. The RECIPIENT is eligible for financial assistance pursuant to the Safe Drinking Water Act Section 1452 42 USCA 300j et seq.
2. The BOARD has determined that principal forgiveness is necessary to determine the economical feasibility of the proposed Project as described hereafter as Exhibit-1.
3. The RECIPIENT has been authorized by the BOARD pursuant to Section R309-705 of the Utah Administrative Code and as authorized by Utah Code Title 73-10c-4 to receive principal forgiveness.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following agreement with the RECIPIENT.

GENERAL PROVISIONS

1. The BOARD shall provide the RECIPIENT the amount of \$100,000 (PRINCIPAL FORGIVENESS AMOUNT) for the completion of the Project as described in Exhibit-1, Work Description and Cost Breakdown.
2. The RECIPIENT shall complete the Project described in Exhibit-1, Work Description and Cost Breakdown. If work on the Project is not completed by _____, this principal forgiveness may be canceled by written notice from the BOARD to the RECIPIENT. No work completed after receipt of the notice shall be reimbursable.
3. The RECIPIENT shall notify the BOARD in writing of any proposed modifications to the Project which alters Exhibit-1, Work Description and Cost Breakdown. If such notification is not received, the cost of the proposed modification will be disallowed.
4. The PRINCIPAL FORGIVENESS AMOUNT shall be deposited with other funds necessary to complete the Project into a supervised escrow account at the time this principal forgiveness agreement is executed. All disbursements from the escrow account must be reviewed and approved in advance by the RECIPIENT and the BOARD. Upon completion of the Project unused principal forgiveness funds which remain in the escrow account must be returned to the BOARD. Funds returned as surplus to the BOARD shall be applied as a reduction of the PRINCIPAL FORGIVENESS AMOUNT.
5. The RECIPIENT shall comply with all laws which normally govern its affairs in regard to contracts, fiscal procedures and procurement procedures.
6. The RECIPIENT shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, the BOARD and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this principal forgiveness agreement by the RECIPIENT, or the operations of the Project and the culinary water system for which this Project is a part including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.
7. The RECIPIENT shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, or the Drinking Water Board to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

8. RECIPIENT expenditures under this principal forgiveness agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the agreement, or that are inadequately documented, and for which payment has been made to the RECIPIENT will be immediately refunded to the BOARD by the RECIPIENT upon written demand of the BOARD. The RECIPIENT further agrees that the BOARD shall have the right to withhold any or all subsequent payments under this or other contracts to RECIPIENT until recoupment of overpayment is made.
9. This principal forgiveness agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by the RECIPIENT, not specifically authorized by this agreement will be allowed by the BOARD.
10. If it is determined that in any manner the principal forgiveness agreement was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the RECIPIENT shall pay to the BOARD the amount of all monies and benefits received by the RECIPIENT from the BOARD.
11. The RECIPIENT agrees, in accepting the proceeds, to comply with all applicable state and federal regulations related to the Utah State Revolving Fund administered by the Drinking Water Board. These requirements include, but are not limited to, Title XIV of the Safe Drinking Water Act of 1996, OMB Circular A-133, the Utah Federal State Revolving Fund Program (R309-705 of the Utah Administrative Code), the Utah Money Management Act, the Utah Procurement Code and the State of Utah Legal Compliance Audit Guide.
12. The RECIPIENT agrees to submit with each reimbursement request sufficient documentation, as defined on the reimbursement request forms, to fully define the amount of work completed and the location where the work was completed to verify that the subsidy provided by the BOARD through this agreement was applied to disadvantaged communities or disadvantaged areas within the RECIPIENT'S service area.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Utah Code Title 73, Chapter 10c, as amended, the parties hereto mutually agree to perform this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20____. This contract will take effect upon approval as evidenced by the appropriate signatures.

RECIPIENT

STATE

Sunset City Water System
200 W 1300 N
Sunset, Utah 84015

APPROVED - DRINKING WATER BOARD

By: _____
Date: _____
Howard Madsen
Mayor

By: _____
Date: _____
Michael J. Grange, P.E.
Assistant Executive Secretary

APPROVED - DIVISION OF FINANCE

By: _____
Date: _____
Kimber Roth
Treasurer

By: _____
Date: _____

JURAT

STATE OF UTAH)
)
) :ss
COUNTY OF: DAVIS)

On this _____ day of _____, 20____, personally appeared before me Howard Madsen and Kimber Roth who being by me duly sworn did say they are the duly authorized Mayor and Treasurer respectfully, of Sunset City Water System, a political subdivision of the State of Utah or a Utah Corporation, and that the foregoing instrument was signed in behalf of said political subdivision or corporation by authority of a motion of its governing body passed on the day of _____, 20____, and said persons acknowledged to me that said political subdivision or corporation executed the same.

Notary Public, residing at:

Date: _____

My Commission Expires:

Exhibit No. 1

WORK DESCRIPTION & COST BREAKDOWN

Sunset City Water System

PRINCIPAL FORGIVENESS

PROJECT DESCRIPTION

Sunset City Water System has requested and been approved for principal forgiveness from the Drinking Water Board. This principal forgiveness is for the cost of completing a Lead Service Line Inventory. To partially fund this work, the Board authorized a planning loan with 100% principal forgiveness of \$100,000 to Sunset City Water System.

SCOPE OF WORK

(Please attach a copy of the scope of work)