



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 17, 2023 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 Bangerter
- C. APPROVAL OF VOUCHERS – Davis & Weber Canal Company in the amount of \$144,608.47 for work completed on the 1300 N Project**
- D. PUBLIC COMMENTS**

AGENDA ITEMS

- 1. Consider Renewing the Farmers Market Contract**
- 2. Mayor, Council and Department Head Reports**
- 3. Adjourn Regular Session and move into the Work Session**

WORK SESSION

- 1. Discuss Scorekeepers Nest**
- 2. Discuss the Closing of Fremont Elementary School**
- 3. Discuss the Plaza Properties**
- 4. Discuss Allowing Past Council Members to Use the Sunset Room for Free Once a Year**
- 5. Discuss Vacation Cash Out Policy**
- 6. 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 – October 13, 2023

Nicole Supp, Recorder

SUNSET CITY CORPORATION

VOUCHER APPROVAL FOR INVOICES OVER \$15,000.00

Date: October 3, 2023 – October 17, 2023

DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
10/13/23	Davis & Weber Canel	1300 N bridge replacement	Public Works	\$144,608.47
			Total	<u>\$144,608.47</u>

Mayor

Council Members

City Recorder

City Treasurer

Date



5141 South 1500 West
Riverdale City, Utah 84405
801-866-0550

13 October 2023

Sunset City
200 West 1300 North
Sunset, UT 84015

Attn: Jason Monroe
Proj: **1300 North Bridge Replacement**
Subj: Final Pay Request and Final Summary

Dear Jason,

Enclosed are the Payment Request, and Payment Summary for the above referenced project.

Upon review and approval of these documents, please have all three (3) copies of the Payment Summary document signed.

Retain one (1) copy of each for your files and return two (2) originals to our office.

We would recommend payment to Davis & Weber Counties Canal Company in the amount of \$144,608.47 for the total and final work completed.

Should you have any questions in regards to any of the above items, feel free to contact me.

Sincerely,
CEC, Civil Engineering Consultants, PLLC.



R. Todd Freeman, S.E., P.E.
City Engineer

Enclosures

FARMERS' MARKET AGREEMENT

THIS AGREEMENT is entered into on 1st May, 2023, 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~~⁶:00 p.m. to ~~9~~⁷:00 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 2023 season and shall expire when the Farmers' Market closes on the last Tuesday of September in 2023. 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 1st day of May, 2023.

THE CITY OF SUNSET

By:

D Howard Madsen
D Howard Madsen, Mayor

ATTEST:

N Supp
Nicole Supp, City Recorder



DREAM EVENTS, LLC:

By: Matthew Siemens
Its: Diana Siemens (owner)
Matthew Siemens



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:		
	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURED Dream Events LLC 2266 N 175 W Sunset, UT 84015	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State National Insurance Company, Inc.		12831
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 114919365 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		NXTCRHLFC4-00-GL	04/20/2023	04/20/2024	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
	MED EXP (Any one person) \$15,000.00						
	PERSONAL & ADV INJURY \$1,000,000.00						
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			NXTCRHLFC4-00-GL	04/20/2023	04/20/2024	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Sunset City Office. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER Sunset City Office 200 W 1300 N Clearfield, UT 84015	LIVE CERTIFICATE  Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Policy's for updates

E. Employees may ask to cash out accrued vacation hours up to 50% or up to 100 hours of the employees' total accumulated hours, whichever is less, based on the scale below. Such request may only be applied for once every fiscal year and only if this policy has been funded in the budget for that fiscal year. Employees must request this in writing to their Department Head. Department Heads will determine requestor's eligibility. Only employees in good standing will be eligible, i.e. not on probation or not had a formal reprimand within the previous six (6) months. Percent of Vacation Years of Service to be Paid Out 0-5 50% or 20 hrs. 6-10 50% or 40 hrs. 11-15 50% or 60 hrs. 16-20 50% or 80 hrs. 21 and over 50% or 100 hrs.

Policy's for updates

E. Employees may ask to cash out accrued vacation hours up to 50% or up to 100 hours of the employees' total accumulated hours, whichever is less, based on the scale below. Such request may only be applied for once every fiscal year and only if this policy has been funded in the budget for that fiscal year. Employees must request this in writing to their Department Head. Department Heads will determine requestor's eligibility. Only employees in good standing will be eligible, i.e. not on probation or not had a formal reprimand within the previous six (6) months. Percent of Vacation Years of Service to be Paid Out 0-5 50% or 20 hrs. 6-10 50% or 40 hrs. 11-15 50% or 60 hrs. 16-20 50% or 80 hrs. 21 and over 50% or 100 hrs. In the event that an employee in good standing is in possession of 400 or more hours of vacation, is eligible for 100 hrs to be paid out.

Removed Chart