



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, August 20, 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 Council Member Carlson
- C. APPROVAL OF VOUCHERS – Security Bank - \$119,995.00 for the final lease payment on the Police vehicles.
- D. APPROVAL OF MINUTES – July 16, 2024, July 23, 2024 and August 6, 2024
- E. PUBLIC COMMENTS

AGENDA ITEMS

1. Consider and Approve Recommendations from Planning Commission for Updates on the Conditional Use Permit for SmartWay Auto: 1101 N Main Street
2. Consider and Approve Recommendation from Planning Commission for a Conditional Use Permit for MileOne Auto: 1689 N Main Street, Ste. 1 and 1661 N Main Street
3. Consider and Approve Resolution 2024-20 Approving Amendment No. 1 to 248980 Maintenance and Ownership Cooperative Agreement with UDOT
4. Consider and Approve Resolution 2024-21 Approving the Master Landscape Maintenance Agreement
5. Consider and Approve Resolution 2024-22 Approving the Landscape and Aesthetic Cooperative Agreement
6. Consider and Approve Resolution 2024-23 Approving the Utility Relocation and Betterment Agreement
7. Consider and Approve Resolution 2024-24 Approving the Multi-Use Trail Cooperative Agreement
8. Consider and Approve Resolution 2024-25 Approving the Franchise Agreement Between Sunset and Comcast
9. Consider and Approve Public Facing Social Media Policy
10. Consider and Approve Employee Facing Social Media Policy
11. Mayor, Council and Department Head Reports
12. 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 – August 16, 2024

Nicole Supp, Recorder

SUNSET CITY CORPORATION

VOUCHER APPROVAL FOR INVOICES OVER \$15,000.00

Date: August 6, 2024 – August 20, 2024

DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
08/01/24	Security Bank	2 nd payment on police vehicles	Police	\$119,995.00
			Total	<u>\$119,995.00</u>

Mayor _____

Council Members _____

City Recorder _____

City Treasurer _____

Date _____

SUNSET CITY CORPORATION
 200 WEST 1300 NORTH
 SUNSET, UTAH 84015

PURCHASE ORDER
14251

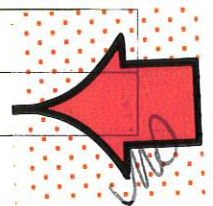
VENDOR INFORMATION

NAME Security Bank Minnesota DATE 8/1/2024
 ADD. _____ DEPARTMENT Police
 C/S/Z _____ DIVISION _____
 NO. _____ REQ DATE _____

GL ACCT. NO.	%	AMOUNT	GL ACCT. NO.	%	AMOUNT
1054 750	100%	119,995 ⁰⁰			

DESCRIPTION	QTY.	PRICE PER UNIT	TOTAL
2 of 2 Payments (Fuel)			119,995 ⁰⁰
(4) 7033 Dodge Durango's			
1 Qo# 1C4RDNF61P2631452			
2 " 1454			
3 " 1467			
4 " 1448			
TOTAL			119,995 ⁰⁰

DEPARTMENT HEAD _____
 COURT SUPERVISOR APPROVAL _____
 MAYOR _____



**SIGN
HERE**

WHITE/ORIGINATING DEPARTMENT YELLOW/ACCOUNTS PAYABLE

Minutes of a regular meeting held July 16, 2024 at Sunset City Hall, 200 West 1300 North, Sunset, Utah; Mayor Wiggill presiding.

REGULAR SESSION

Mayor and Council Present:

Scott Wiggill	Mayor
Sam Bartling	Council Member
Ricky Carlson	Council Member
Hope Thompson	Council Member

Excused:

Nakisha Rigley	Council Member
Nancy Smalling	Council Member

City Employees Present:

Recorder Supp	Recorder
Brett Jamison	Police Chief
Jason Monroe	Public Works Director

Others Present:

Beverly Macfarlane	Sunset Resident
Matt Pilting	Sunset Resident
Jared Martin	Ace Recycling and Disposal
Madison Aviles	WFRC
Daniel Tabish	Sunset Apartments 1600 N

The regular session was called to order at 6:33p.m. by Mayor Wiggill.

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

APPROVAL OF VOUCHERS

- Turf Equipment in the amount of \$73,270.00 for the Ventrac for Public Works. Council Member Thompson asked if the Ventrac had been ordered. Director Monroe replied yes.

Council Member Carlson made a motion to approve the voucher for Turf Equipment in the amount of \$73,270.00 for the Ventrac for Public Works and Council Member Bartling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson and Thompson voting yes.

- Neverest Equipment in the amount of \$106,247.19 for a sewer camera for Public Works. Council Member Thompson asked if the Sewer Camera had been ordered. Director Monroe replied yes.

Council Member Bartling made a motion to approve the voucher for Neverest Equipment in the amount of \$106,247.19 for a sewer camera for Public Works and Council Member Carlson

seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson and Thompson voting yes.

- RDO Equipment in the amount of \$64,780.00 for an asphalt zipper for Public Works. Council Member Thompson asked if the Asphalt Zipper had been ordered. Director Monroe replied yes.

Council Member Carlson made a motion to approve the voucher for RDO Equipment in the amount of \$64,780.00 for an asphalt zipper for Public Works and Council Member Bartling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson and Thompson voting yes.

- Young Chrysler Jeep Dodge Ram in the amount of \$40,919.00 for 2023 Dodge Durango for Police. Council Member Thompson asked if the Police vehicle had been ordered. Chief Jamison replied yes.

Council Member Bartling made a motion to approve the voucher for Young Chrysler Jeep Dodge Ram in the amount of \$40,919.00 for 2023 Dodge Durango for Police and Council Member Carlson seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson and Thompson voting yes.

- Wrap Technologies in the amount of \$16,527.40 for Bola Wraps. Council Member Thompson asked if the wraps had been ordered. Chief Jamison replied yes.

Council Member Bartling made a motion to approve the voucher for Wrap Technologies in the amount of \$16,527.40 for Bola Wraps for Police and Council Member Carlson seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson and Thompson voting yes.

APPROVAL OF MINUTES

Council Member Thompson made a motion to approve the meeting minutes from July 2, 2024 as presented and Council Member Bartling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson and Thompson voting yes.

Public Comments: There were none.

PUBLIC HEARING

F. Public Hearing to Solicit Input from Sunset City Residents on Ordinance 2024-03

Compensation Increases for Specific City Officers: Recorder Supp explained Senate Bill 91 required cities to hold a public hearing on proposed compensation for municipal officers before adopting increases. This applied different municipal officers such as department heads, attorneys, city council members, and the mayor.

G. Soliciting Input for the Fiscal Year 2025 Budgets: Recorder Supp presented key points of the budget, including:

- This budget includes a 5% COLA for all employees, this is a total increase of \$94,330
- Donations to the Sunset Jr. High School Red Ribbon Week, Northridge High School all night graduation party, Military Affairs Committee and the HAFB Air Show are included, plus an additional \$200 for Illumination for a total of \$1,200.
- The General Fund budget is \$328,205 lower than in FY24.
- The Utility Fund budget is \$43,735 higher than in FY24.
- The cost Sunset has to pay Weber Basin Water for culinary water will increase \$48,454 in FY25. They plan to increase the water over \$260,000 phased in over a four-year period. The Council have decided to implement the increase in FY25 for the total, that will be passed on to the residents this year in the amount of \$11.00 per month. The Storm Water fee has gone up by \$0.30 per month. The Dispatch fee cost has gone down from \$2.00 to \$.90. The cost of garbage cans has increased from the provider ACE so these increases will be passed on to the residents, the main garbage cost will increase \$0.16, extra can \$0.06, recycling \$0.17 and green waste \$0.17. The total monthly flat rate for residential is \$94.22 the total increase is \$10.36 per month.
- Capital projects included in the General Fund are ½ the cost of a printer and additional Caselle license in Administration. The final lease payment for the Police vehicles last year, an anticipated 10th officer, 2 anticipated additional crossing guards and a 10th Police vehicle. ½ the cost of a camera and door locking system for the City building and parks. 1/3 of the cost of replacing the entrance to the Sunset Room, playground equipment for Central Park and possible bowery or shades for the Veterans park. For a total of \$369,785.
- Capital projects included in the Utility Fund are ½ the cost of a printer and additional Caselle license in Administration. ½ the cost of a camera and door locking system for the City building and parks. 1/3 of the cost of replacing the entrance to the Sunset Room. ½ the cost of a new Utility truck for Public Works, a sewer camera and GoGov communication system for a total of \$207,348.
- Capital projects included in Special Funds are ½ the cost of a new utility truck, Asphalt zipper, Bola Wraps, Hawk crosswalk system, speed limit monitoring signs, Ventrac Mower, Demolition of the scorekeeper's nest in Central Park, 1/3 of the cost of replacing the entrance to the Sunset Room and planning services for a total of \$568,577.

H. Soliciting Input for Ordinance 2024-04 Homes on Wheels: Recorder Supp explained this ordinance would prevent people from living in their RVs within the City and allow police to address any related issues.

Council Member Bartling made a motion to approve move out of the Public Hearing and into the Regular Session and Council Member Thompson seconded the motion. The motion passed unanimously with a vote from Council Members Bartling, Carlson and Thompson all voting yes.

Regular Meeting

1. Consider and Approve Ordinance 2024-03 Compensation Increases for Specific City Officers: Mayor Wiggill asked for a motion to approve Ordinance 2024-03.

Council Member Thompson made a motion to approve the Ordinance 2024-03 Compensation Increases for specific City Officers and Council Member Bartling seconded the motion. The motion passed unanimously with a vote from Council Members Bartling, Carlson and Thompson all voting yes.

2. Consider and Approve Resolution 2024-18 Adopting the Operating Budgets for Fiscal Year 2025: Council Member Thompson questioned the need to pay for two additional crossing guards with the approved HAWK crosswalk system. Mayor Wiggill informed Council it was unsure if the HAWK system would be installed before the new school year began due to delivery and install constraints.

Council Member Carlson made a motion to approve Resolution 2024-18 approving the operating budgets for fiscal year 2025 and Council Member Bartling seconded the motion. The motion passed with a majority vote from Council Members Bartling and Carlson voting yes and Council Member Thompson voting no.

3. Consider and Approve Ordinance 2024-04 Homes on Wheels: Mayor Wiggill asked for a motion to approve Ordinance 2024-04.

Council Member Thompson made a motion to approve Ordinance 2024-04 and Council Member Carlson seconded the motion. The motion passed unanimously with a roll call vote from Council Members Bartling, Carlson and Thompson all voting yes.

4. Consider and Approve One Day Event Local Fundraising Camping Trip: Mayor Wiggill asked for Misty Butcher to come forward to inform Council of her intent for a fundraiser. This item was tabled due to lack of response.

Council Member Carlson made a motion to table item #4 and Council Member Thompson seconded the motion. The motion passed unanimously with a roll call vote from Council Members Bartling, Carlson and Thompson all voting yes.

5. Consider and Approve Sunset Apartments Subdivision Development Agreement: Dan Tabish, representing the Strong's, introduced himself and explained that they were building an

18-unit apartment building at 36 West 1600 North. He offered to answer any specific questions about the final look at the development. With no questions raised, Mayor Wiggill called for a motion to approve the development agreement.

Council Member Carlson made a motion to approve the Development Agreement for the Strong's and Council Member Bartling seconded the motion. The motion passed with Council Members Bartling and Carlson voting yes. Council Member Thompson abstained from voting.

6. **Consider and Approve Resolution 2024-17 Adopting the Certified Tax Rate:** Mayor Wiggill asked for a motion to approve Resolution 2024-17.

Council Member Thompson made a motion to approve Resolution 2024-17 and Council Member Carlson seconded the motion. The motion passed unanimously with a vote from Council Members Bartling, Carlson and Thompson all voting yes.

7. **Consider and Approve Resolution 2024-19 Amending the Fee Schedule:** Recorder Supp noted the only change was an increase in the meter replacement cost to \$1,000 instead of \$560.

Council Member Bartling made a motion to approve the fee schedule and Council Member Thompson seconded the motion. The motion passed unanimously with a vote from Council Members Bartling, Carlson and Thompson all voting yes.

8. **Consider and Approve Privacy Space Compliance Plan per House Bill 257:** Mayor Wiggill asked for a motion to approve the Privacy Space Compliance Plan.

Council Member Carlson made a motion to approve the Privacy Compliance Plan per House Bill 257 and Council Member Bartling seconded the motion. The motion passed with a majority vote from Council Members Bartling and Carlson voting yes and Council Member Thompson voting no.

9. **Approve Realignment of Council Member Assignments:** Mayor Wiggill proposed approving new council member assignments. He wanted Council Member Bartling to work as a Planning Commission liaison alternate and an alternate on Economic Development. This change was intended to ensure there was always representation for these roles.

Council Member Thompson made a motion to approve the council member assignments and Council Member Carlson seconded the motion. The motion passed unanimously with a vote from Council Members Bartling, Carlson and Thompson all voting yes.

10. **Mayor, Council and Department Head Reports:** Council Member Carlson reported on meeting with an appraiser for the properties on 1800 North, he is interested to see how the appraisal comes in. He will be meeting with Chief Becraft from the North Davis Fire District tomorrow to get a tour of the station and to go over the budget.

Council Member Thompson discussed the return of the "yard of the month" program, where they delivered gift cards to winning households. The first group of recipients appeared somewhat uncertain, while the second group was notably excited and grateful for the recognition of their hard work. Council Member Thompson emphasized the importance of informing the public about the various activities at the senior center. In addition to fun events, the center offered valuable support groups. These included an Alzheimer's support group for caregivers and loved ones on the first Wednesday of each month at 3 PM, a bereavement support group on the second and fourth Wednesday at 1 PM, and a Parkinson's support group on the first Wednesday at 6 PM. Additionally, she was looking into flag banners for City light posts.

Council Member Bartling began by acknowledging he was enjoying learning their responsibilities. He proceeded to share information about the yard of the month recognition. The recipients of this award were Ty and Michelle Swenson, and Gilbert and Betty Martinez. Council Member Bartling mentioned that the Martinez's had given them a tour of their entire yard, including the backyard. It was noted they took great pride in his yard and invested significant resources into its maintenance. He emphasized the recipients were very excited to be recognized by the City. Moving on to Planning Commission matters, Council Member Bartling reported the commission was currently working on the code for ADUs (Accessory Dwelling Units). They were considering regulations for both long-term and short-term or vacation rentals. The commission was in the process of determining how they wanted the code to be written and what outcomes they desired for the City.

Chief Jamison began by thanking Council for approving the Homes on Wheels Ordinance, addressing an issue that had become problematic within the community. They expressed hope that while perfection might not be achievable, the situation could be prevented from getting out of control. Chief Jamison then discussed a period from July 15th to the 29th, during which additional law enforcement officers would be deployed to conduct enhanced speed enforcement. This initiative involved overtime shifts funded by a state grant program, focusing specifically on speed enforcement. Chief Jamison mentioned there would be a shift every day within the specified timeframe to maintain Constant Observation and Control (COC) levels. Chief Jamison announced his department were in the process of hiring their tenth officer. Brady Davis had accepted a conditional job offer, and efforts were underway to complete the necessary paperwork and arrangements. Officer Davis was scheduled to begin academy classes on August 19th, which would mark the start of his involvement with the department. Chief Jamison also reported on a recent promotion within the department. A second Sergeant position had been filled by Officer Joe Baca. He expressed confidence in the new Sergeant's abilities, citing their years of experience and knowledge. It was anticipated that this individual would be an excellent leader for both the department and the community, with all officers in the department holding them in high regard.

Director Monroe began by thanking the council for their recent purchases. They reported that the ambulance for the fire department had been acquired, and the old stickers had been removed. New stickers were being ordered, including the city logo. Director Monroe mentioned that it had been a long day and provided details about the new stickers. There would

be one on each side of the ambulance, with "Sunset City" in small vinyl on the doors. The ambulance, previously white, red, and blue, would now be white and red with reflective silver. Director Monroe joked that it was no longer recognizable as an ambulance and referred to it as their "secret camera truck." They expected training on its use to occur the following day. Regarding road maintenance, Director Monroe reported they were scheduled to receive a rolling mill zipper, likely the next day. In the coming week, they planned to use this equipment on 250 West to address sections of road that were deteriorating. They advised residents to be cautious when traveling on that road, as it would be narrow and potentially hazardous during the maintenance work. Director Monroe then provided an update on the lead and copper survey, stating they were about 65% complete with 11 copper samples collected. The deadline was October 13th, and they expressed confidence in meeting it. A door hanger with a QR code would be distributed to every home, linking to a survey with questions for homeowners. The hanger would include pictures to help residents identify different types of copper and brass materials. Residents with questions were encouraged to contact the office or public works for assistance. Council Member Thompson inquired about the ambulance decals, asking if they were doing decals or a full wrap, and who was producing them. Director Monroe replied the decals would be done by Fast Signs. Council Member Bartling asked about the extent of the work on 250 West. Director Monroe clarified that they would start from 1800 North, focusing on the worst sections of the road.

Recorder Supp apologized to the residents who had signed up for ebills, as the process had not gone as smoothly as hoped in the current month. Recorder Supp acknowledged it was their first month implementing the system and assured that they were working to fix the issues as soon as possible. She mentioned the transition had taken place on a Thursday, causing some chaos. Mayor Wiggill commended the staff for working together to navigate through the challenges, as it was a new transition that had never been done before.

Council Member Thompson mentioned her first meeting for the Restoration Advisory Board (RAB) was scheduled for August 1st.

Council Member Bartling inquired about the numbers for the ebill enrollments. Recorder Supp provided the last known figure, which was 250 at the beginning of the month.

Mayor Wiggill agreed they needed to continue promoting this initiative as a Council on their boards and in the office. He also discussed the importance of encouraging citizen participation in the Lead and Copper survey, suggesting developing a plan and timeframe to disseminate information to residents. Mayor Wiggill expressed pride in the City's compliance efforts and hoped they would meet the October deadline. Council Member Thompson mentioned Director Monroe had said there would be door hangers on each door with a QR code that residents could scan with their phones to access the survey. Mayor Wiggill emphasized the importance of maximizing participation with the Lead and Copper Survey.

Council Member Carlson made a motion to move into the Work Session after a 5-minute break and Council Member Thompson seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson and Thompson voting yes.

Work Session (7:21)

1. Discuss Recycling: Jared Martin from Ace Recycling and Disposal began by explaining their company was trying to help the Council decide how to proceed with the Wasatch Integrated Recycling Initiative, which required the City to start a recycling program. Mr. Martin offered to sell recycling carts at \$30 each, which was cheaper than brand new carts due to their bulk ordering capacity. Ace proposed a five-year guarantee on the used carts, offering replacements if they broke within the period. Madison Aviles from Wasatch Front Regional Council expressed hope the recycling initiative would accept the guarantee, noting that it seemed like a favorable situation for the City. Council Member Thompson raised concerns about residents who might not want to participate in recycling, questioning how the opt-out process would work. Recorder Supp explained there was a cost per resident for using the transfer station, which would increase if the City didn't have a certain percentage of participation. She clarified residents would still have to pay for the can and service even if they chose not to use it. Director Monroe suggested the program would need to be mandatory and non-opt-out to be effective. Council Members Thompson and Carlson shared their personal experiences with recycling programs in other cities. The discussion then turned to the details of the contract and ownership of the cans. Mr. Martin explained the initial contract was for three years with two one-year extensions. They discussed the implications of the City purchasing the cans versus the company maintaining ownership. Director Monroe recommended purchasing the full 1800 cans, even if some residents didn't want them delivered, to have replacements on hand. The conversation then moved to the financial aspects, including the grant that could cover half the cost of the cans, and the potential difference in monthly fees based on can ownership. Council members and staff discussed the current ownership of existing trash cans and the logistics of implementing the new recycling program, including tagging and decals for the cans. Ms. Aviles offered to start working on the grant application, including drafting letters of intent for review.

The meeting concluded with a discussion about the timeline for implementation, with some uncertainty about whether it needed to be in place by January 1, 2025, or July 2025. Recorder Supp confirmed the recycling cans were already budgeted for. She noted the decision came down to whether or not to purchase the cans. Mayor Wiggill observed there seemed to be a consensus from the group to purchase the cans and move forward with accessing the grant to help cover the costs.

Director Monroe clarified the terms of the five-year guarantee on the cans, explaining that if a can broke two years after purchase, it would be replaced with a new five-year guarantee. Council Member Thompson raised a question about the contract duration and how it aligned with the five-year guarantee on the cans. Mr. Martin acknowledged this would require at least one contract extension after the initial five years. The discussion then turned to the logistics of tracking the cans. Mayor Wiggill confirmed all cans should have serial numbers for identification. Director Monroe suggested the cans from different entities might have unique identifiers to differentiate them. The group discussed the need for stickers from Wasatch Integrated to clearly identify the recycling cans. Director Monroe confirmed that all City Council members were in favor of moving forward with working on the grant for the cans. They requested Mr. Martin start gathering information on the number of available cans and prepare the

necessary letters for submission. Ms. Macfarlane brought up the need for an RFP (Request for Proposal) as mandated by the state, requiring more than one vendor. Mayor Wiggill clarified they were already under contract with the current provider for the next four years. They instructed the team to start the process, including preparing letters, securing funding, and determining logistics such as storage and delivery of the cans. Mayor Wiggill expressed appreciation for the team's attendance and their efforts to implement the recycling program. They noted that many residents would be excited about the program's return.

Council Member Carlson made a motion to move out of the work session. Council Member Thompson seconded the motion. Council Member Bartling made a motion to adjourn and Council Member Thompson seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson and Thompson voting yes.

The meeting adjourned at 7:45 p.m.

Approved – August 20, 2024

Scott Wiggill, Mayor

Nicole Supp, Recorder

Minutes of a Closed Session held July 23, 2024 at Sunset City Hall, 200 West 1300 North, Sunset, Utah; Mayor Wiggill presiding.

Present: Mayor Wiggill, Council Member Bartling, Council Member Carlson, Council Member Rigley, Council Member Smalling, Council Member Thompson, Recorder Supp, Mark Shepherd and Adam Hughes.

6:02 p.m. CLOSED SESSION

In accordance with Utah State Code 52-4-205(1) to discuss:

- (a) except as provided in Subsection (3), discussion of the character, professional competence, or physical or mental health of an individual;**
- (b) strategy sessions to discuss collective bargaining;**
- (c) strategy sessions to discuss pending or reasonably imminent litigation;**
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state, if public discussion would:
 - (i) disclose the appraisal or estimated value of the property under consideration; or**
 - (ii) prevent the public body from completing the transaction on the best possible terms;****

Council Member Carlson made a motion to enter a closed session in accordance with Utah State Code 52-4-205(1). The meeting was held in the Sunset Council Chambers on the second floor of the City Building. Council Member Bartling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley, Smalling and Thompson voting yes.

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

The meeting adjourned at 7:19 p.m.

Approved – August 20, 2024

Scott Wiggill, Mayor

Nicole Supp, Recorder

Minutes of a work meeting held August 6, 2024 at Sunset City Hall, 200 West 1300 North, Sunset, Utah; Mayor Wiggill presiding.

WORK SESSION

Mayor and Council Present:

Scott Wiggill	Mayor
Sam Bartling	Council Member (Excused at 7:32pm)
Ricky Carlson	Council Member
Nakisha Rigley	Council Member
Nancy Smalling	Council Member
Hope Thompson	Council Member

City Employees Present:

Recorder Supp	Recorder
Brett Jamison	Police Chief
Jason Monroe	Public Works Director

Others Present:

Matt Pilting	Sunset Resident
--------------	-----------------

The work session was called to order at 6:32 p.m. by Mayor Wiggill. He welcomed attendees and explaining that the regular council meeting was replaced by this work session due to a lack of agenda items.

Work Meeting

1. Invocation and Pledge of Allegiance by Council Member Thompson: Council Member Thompson gave the invocation and led the Pledge of Allegiance.

2. Discuss Veterans Park Signs and Names: Council Member Smalling began by recounting previous discussions about adding names to Veterans Park. They explained their concerns about maintenance, keeping information current, and ease of upkeep for Public Works staff. Council Member Smalling described visiting cemeteries in the southern part of the state for inspiration and shared ideas for billboards or signs that could be updated annually. Council Member Smalling discussed material options, including a more durable option called dibond, and provided cost estimates for different sign types. They emphasized that this was the early stages of planning and wanted to ensure Council support before proceeding further. Mayor Wiggill expressed enthusiasm for the idea and suggested coordinating the design with a planned Bowery structure in the park. Council Member Rigley inquired about paving stones as an alternative, noting their durability but higher cost. Council Member Smalling provided more details on the proposed materials and their durability. They also mentioned the possibility of including quotes throughout the park and updating the information regularly. Council Members discussed various aspects of the proposal, including placement in the park, potential criteria for inclusion of names, and design considerations. Chief Jamison asked about the estimated number of names to be included, to which Council Member Smalling responded that it was currently less than 100 based on their Veterans Program list. Director Monroe suggested considering UV protection for the

signs. The discussion continued with Council Members offering ideas and asking questions about design, placement, and material choices. Mayor Wiggill emphasized the importance of aesthetic consistency with existing park structures.

Council Member Smalling proposed getting input from veterans at the upcoming event, possibly using a sign-up sheet or handout for name submissions. They discussed the possibility of charging a small fee for maintenance or having a donation box. Council Member Smalling concluded by mentioning the upcoming Veterans Program would have a "Welcome Home" theme and would be more celebratory, including food. Recorder Supp mentioned the upcoming launch of the GoGov app, which could be used to send push notifications about the Veterans Program. Council Member Smalling noted that the event would be held on the Saturday before Veterans Day.

The Council discussed various design elements, such as including military branch emblems and abbreviations for wars. They also considered the logistics of gathering names from the community and families of veterans. The Council unanimously supported moving forward with the Veterans Park name addition project. Mayor Wiggill emphasized the importance of aesthetics in the final design.

3. Discuss Park Upgrades: Council Member Thompson presented information about a playground equipment option from a company called Willy Goat. The equipment, priced at \$22,107 (not including shipping), was suitable for ages 2 and up and included various features such as slides, bridges, and climbing walls. The playground equipment was certified as ADA accessible. Council discussed the installation costs, which ranged from \$5,000 to \$10,000, noting the importance of proper certification for liability reasons. They also reviewed the color options and capacity of the equipment, which could accommodate 50-58 children at once.

The conversation then shifted to the dog park proposal. Council Member Thompson presented information about a dog park option, which included various amenities such as jump bars, tunnels, and agility equipment. The cost for this option was \$15,931, with an additional \$3,000 for fencing. They also discussed upgrade options for additional amenities. The four piece amenities kit was \$2,675 and the Deluxe package was \$1,399.99

Council Member Thompson explained that she had tried to keep the total cost under \$10,000, including fencing and equipment. They also mentioned a larger option that would separate areas for small/medium dogs and large/giant dogs. The Council discussed the need for separate areas for different-sized dogs and the importance of having enough space for activities like ball-throwing. Mayor Wiggill suggested starting with basic amenities and adding more based on usage and feedback. They also talked about the need for signage and creating an ordinance to address liability issues for dog park usage. Mayor Wiggill shared information from other cities' experiences with dog parks, noting how they started small and added amenities over time based on user feedback.

Council then discussed potential locations for the dog park, including the area where the old playground was located and a possible future acquisition of property near 1800 North. They

considered the pros and cons of different locations, including proximity to other park features and available space.

Council Member Smalling expressed concerns about dog owner responsibility and potential issues with cleanliness and safety in the dog park. They discussed legal and insurance requirements for the dog park, including adequate fencing, signage, and maintaining a safe distance between the dog park and playground areas. Throughout the discussion, council members expressed various opinions and concerns about the dog park proposal, considering factors such as location, safety, liability, and community needs. Council Member Smalling expressed concerns about potential issues with a dog park based on past experiences but was open to starting small and evaluating its success.

Mayor Wiggill suggested walking potential locations to determine the best placement and get a better idea of space requirements and associated costs.

The discussion then shifted to street flags. Council Member Thompson presented two design options: "Welcome to Sunset" and "Proud to be Sunset." She provided cost estimates for 30 flags size 18x36 of \$1,625.70, including options with and without brackets. The Council discussed potential locations for the flags, including Main Street and future busy thoroughfares like 1800 and 2300. They also considered the need to obtain permission for flag placement on certain poles.

Council Member Thompson presented a second quote for larger 48x24, double-sided flags with different pricing and setup fees of \$65 each with set up of \$125. The Council discussed the benefits of double-sided flags and the potential number needed based on street layouts. Council Member Thompson then provided information about banner sizes in different cities. She explained that Clinton and Clearfield had three different sizes. Clearfield's banners were 18x36 inches costing \$54.19 each, which matched the first quote. Roy's banners were 48x24 inches, costing around \$65 each. Clinton's banners were the largest at 60x30 inches, priced at \$93.75 each. Council Member Thompson mentioned the brackets for the second quote were expensive because they held both the top and bottom of the banner, unlike the others that only held the top. This design prevented the banners from blowing in the wind. Chief Jamison interjected, mentioning that the City already had brackets installed from years ago when they had signage up on 1800 North.

Council Member Smalling suggested considering banners without the City logo. The conversation then shifted to potential banner messages, such as "Merry Christmas" or "Welcome to Sunset." Mayor Wiggill agreed they could decide on various messages for different occasions. Council Member Thompson explained adding the City logo significantly increased the cost due to its complex design with multiple color layers. Council Member Rigley pointed out that including both "Welcome to Sunset" and the logo might be repetitive. Council Member Rigley suggested updating the logo in the future and simplifying signage on major thoroughfares. Council Member Thompson mentioned that the banners were made of 13-ounce vinyl, which

was apparently very sturdy. They were also UV protected and guaranteed not to fade for 10 years.

The Council discussed shade options for the Veterans Park area. They examined pictures showing post colors and standard fabric colors that didn't incur extra costs. The fabric options included shade and UV protection information. Black was noted as providing 95% shade, the highest among the options. The shade structures came with a 10-year warranty and could withstand 90 mile-per-hour winds. Council Member Thompson confirmed the specifications, mentioning powder-coated posts, wind load capacity, water runoff percentage, and the use of high-density polyethylene shade cloth.

Council then addressed installation concerns. Council Member Thompson explained two mounting options: an in-ground mount at no additional cost, and a recessed anchor mount for \$530 more, which was considered safer. She noted that after reading reviews from cities, school districts, and daycare centers, many users left the shade structures up year-round due to the all-season, all-weather warranty. Council Member Thompson mentioned the option to add custom designs for an additional \$300. She expressed a preference for this shade option over a more expensive structure such as a bowery, citing it as good quality but less costly. Council Member Smalling agreed with the need for shade but emphasized the importance of considering cost. Council Member Thompson stated that while people requested shade, spending \$43,000 seemed excessive. She noted this option was around \$30,000.

Throughout the discussion, Council Members weighed the benefits of different shade options against their costs, aiming to provide necessary shade while being mindful of budget constraints. Mayor Wiggill emphasized the importance of choosing durable items, using the example of bathrooms they had recently installed. He explained that while more expensive, these facilities were chosen for their ability to withstand heavy use over many years.

Mayor Wiggill shared their perspective on city projects, stating that they prioritized longevity and quality, especially for frequently used amenities. They mentioned the importance of structural integrity, citing the example of the old Central Park restrooms that, despite some vandalism, had remained structurally sound for decades. Council Member Smalling inquired about the warranty for the proposed wooden timber frame structure, suggesting it was an important factor to consider when comparing options. Mayor Wiggill expressed gratitude for the park's completion, acknowledging that while the final design differed from the original concept, it still incorporated many desired elements. He emphasized the Council's flexibility in decision-making and commitment to balancing community needs with fiscal responsibility. He stated they needed to aim to consider the needs of various groups, including dog owners, veterans, and children who would use the parks.

Sunset City Corporation
City Council Minutes
August 6, 2024
Page 5 of 5

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

The meeting adjourned at 8:03 p.m.

Approved – August 20, 2024

Scott Wiggill, Mayor

Nicole Supp, Recorder

DRAFT

Current

March 3, 2023

Jose Souza
Smartway Auto Sales LLC
1101 North Main
Sunset, UT 84015

Dear Mr. Souza,

This letter is to inform you that you are in violation of the number of vehicles on location condition that has been approved at the property located at the above address. The conditions are as follows

1. No more than 12 cars on location
2. Hours: 10:00 am to 6:00 pm, Monday through Saturday
3. No onsite maintenance or washing
4. Stall spaces need to be the standard stall size of 9 feet by 18 feet.

You have until March 30th to come into compliance or you will be put on the City Council Agenda on April 4, 2023 to revoke your business license.

If you have any questions, please contact me at 801-940-1184.

Respectfully,

Linda Youngdell, CPFA
City Treasurer/Office Manager

Cc: Mayor Madsen
City Council Members
Jana Danzer, Business Licensing

*Came into office 3/16/23 - Inspected conditions. 12 vehicles total includes
customers / employees*

3/29/23 - Chief Jameson - in compliance

**Conditional Use Permit
Smartway Auto Sales, LLC/Jose Souza - 1101 N. Main St.**

Previous Conditions on file:

1. No more than 12 cars on location
2. Hours: 10:00am to 6:00pm, Monday through Saturday
3. No onsite maintenance or washing
4. Stall spaces need to be the standard stall size of 9 feet by 18 feet

Proposed Realignment of Conditions:

Commissioner Stevenson made a motion to recommend that City Council consider the realignment of the conditions for the conditional use permit for Smartway Auto Sales, LLC/Jose Souza, located at 1101 N. Main St., with the following conditions:

1. All parking stalls must be striped.
2. The total of regular parking stalls shall be no more than 13, including 12 parking stalls for vehicles for sale and one parking stall for customers.
3. One 40 foot gooseneck trailer may be parked on the property as well.
4. Operating hours will be changed from 10:00am to 6:00pm, Monday through Saturday, to operating hours of 9:00am to 9:00pm, Monday through Saturday, with the owner operating by appointment only.

This motion was seconded by Commissioner Hartwick.

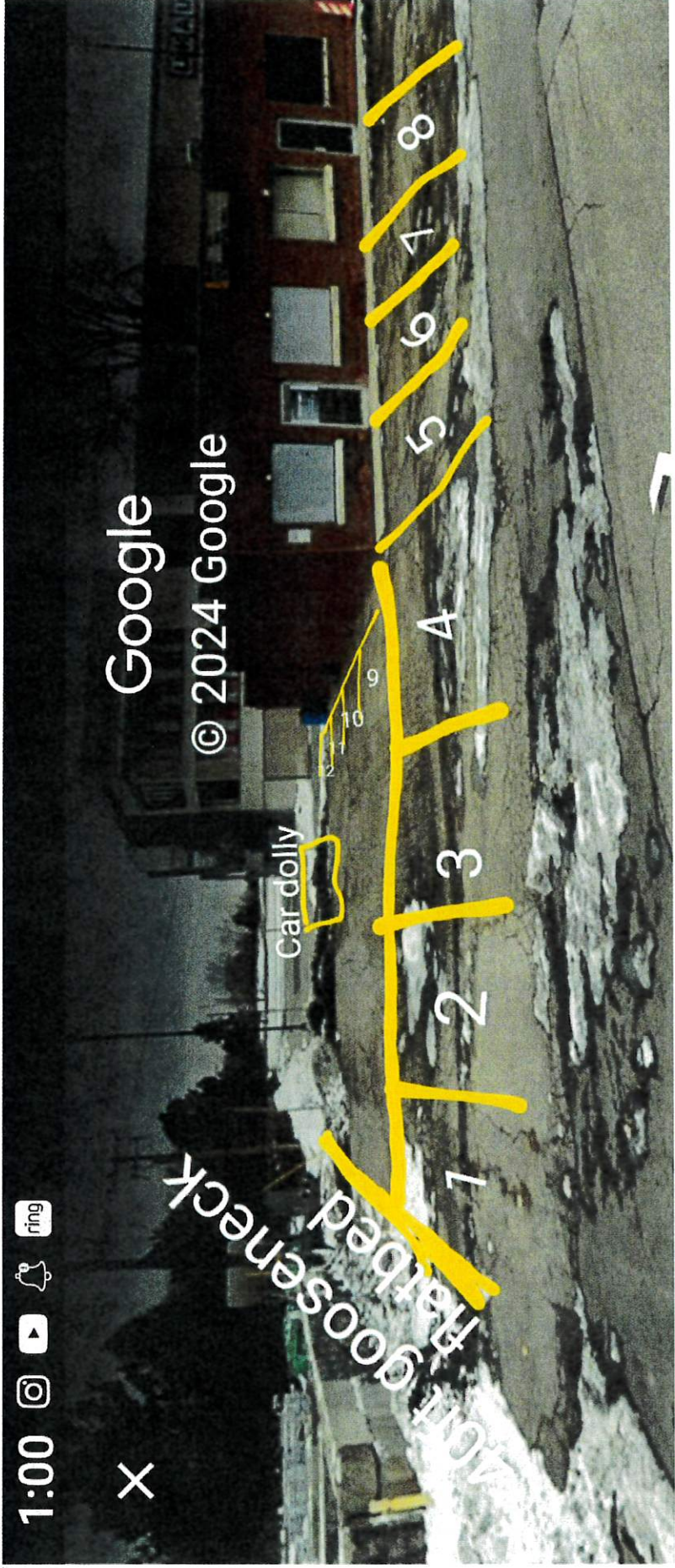
Voting on the motion:

Commissioner Stevenson	Yes
Commissioner Justice	Yes
Commissioner Hartwick	Yes

The motion carried.

New Conditions (including realigned conditions):

1. All parking stalls must be striped.
2. Stall spaces need to be the standard stall size of 9 feet by 18 feet (with the exception of the stall in which the 40 foot gooseneck trailer is parked).
3. The total of regular parking stalls shall be no more than 13, including 12 parking stalls for vehicles for sale and one parking stall for customers.
4. One 40 foot gooseneck trailer may be parked on the property as well.
5. Operating hours of 9:00am to 9:00pm, Monday through Saturday, with the owner operating by appointment only.
6. No onsite maintenance or washing.



Proposed

**Conditional Use Permit
MileOne Auto Group - 1661 N. Main St. + 1689 N. Main St.**

Proposed Conditions for 1661 N. Main St.:

Commissioner Stevenson made a motion to recommend that City Council consider the realignment of the conditions for the conditional use permit for MileOne Auto Group, located at 1661 N. Main St., with the following conditions:

1. Total of sale spots shall be no more than 11. This does not include any spots for customers or employees. The 11 total sale spots includes 10 striped sale spots plus 1 showcase sale spot located on the corner.

This motion was seconded by Commissioner Hartwick.

Voting on the motion:

Commissioner Stevenson	Yes
Commissioner Justice	Yes
Commissioner Hartwick	Yes

The motion carried.

Proposed Conditions for 1689 N. Main St.:

Commissioner Stevenson made a motion to recommend that City Council consider the realignment of the conditions for the conditional use permit for MileOne Auto Group, located at 1689 N. Main St., with the following conditions:

1. The number of sale spots for vehicles for sale at this location shall be no more than 16 sale spots.
2. The number of spots for employee parking shall be 3.
3. The number of spots for customer parking shall be 4.
4. This allows for a total of 23 parking spots at this location. All parking spots must be striped.
5. Operating hours of 9:00am to 7:00pm, Monday through Saturday.
6. No vehicle repairs will be allowed at this location, however detailing and maintaining of a sellable vehicle will be allowed.

This motion was seconded by Commissioner Justice.

Voting on the motion:

Commissioner Stevenson	Yes
Commissioner Justice	Yes
Commissioner Hartwick	Yes

The motion carried.



MILEONE AUTO GROUP

SINCE 2023

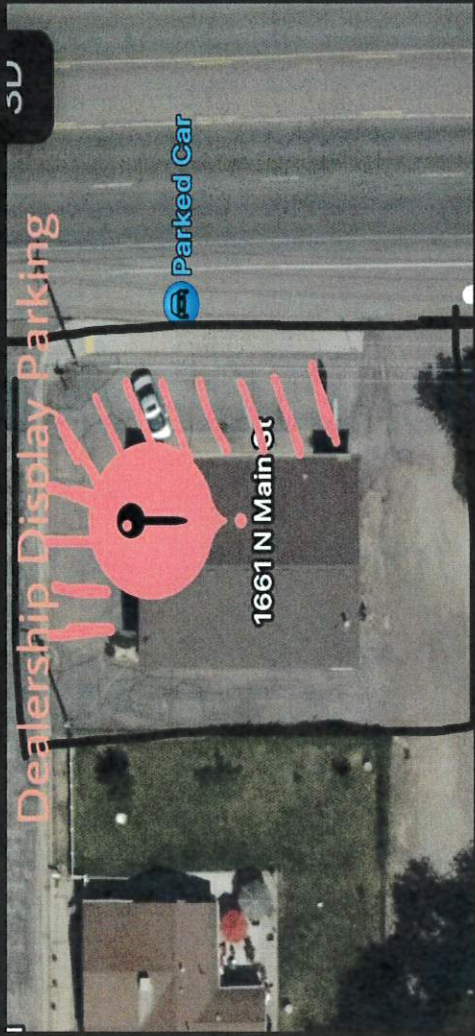
INTRODUCTION

Automobile Offerings: Our Car Dealership Details

- **Pre-Owned Vehicles:** We offer a variety of top-notch used cars. Each one goes through detailed checks and upkeep to make sure they're in great shape and reliable.
- **Electric Vehicles:** We're all about green solutions and forward-thinking. That's why we have a selection of efficient electric cars. These are perfect for our customers who want to go easy on the environment.
- **And the best part?** We offer all our cars at wholesale prices, making it a great deal for everyone!

Owners & Team

- We are a family-owned business that values relationships and trust. Our Priority is to understand the market and provide personalized service, flexibility, and familiarity. Transparency is at the core of our values, and we are committed to offering fair prices on all our vehicles as we are wholesale dealership.



1661 N MAIN ST.
SUNSET UT 84015

MILEONE AUTO GROUP WILL BE USING THIS STORE FOR SALES OFFICE AND WILL HAVE SOME CARS PARKED IN THE PARKING STALLS.



1689 N MAIN ST, STE 1
SUNSET UT 84015

MILEONE AUTO GROUP IS INTENDING TO USE 14 PARKING SPOTS AT THIS LOCATION WITH 5 CUSTOMER PARKING.

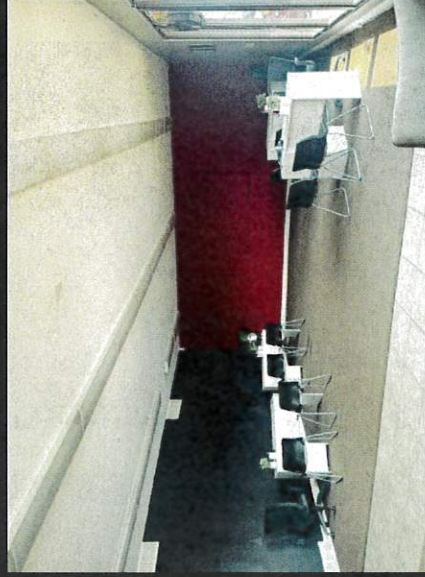
OPERATIONS SET-UP OFFICES



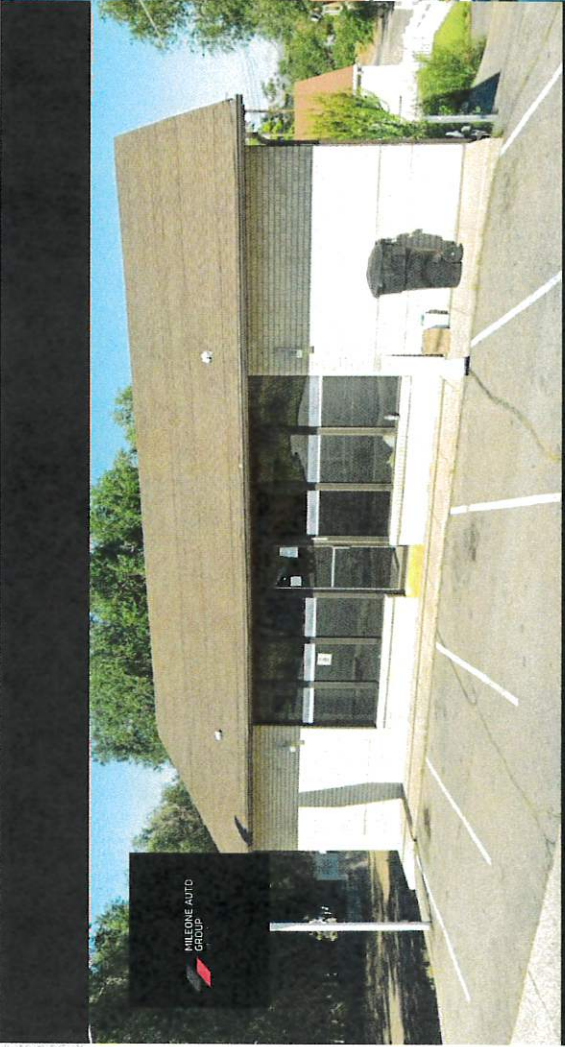
FRONT ENTRANCE



MAIN OFFICE'S







• BUILDING SIGNS

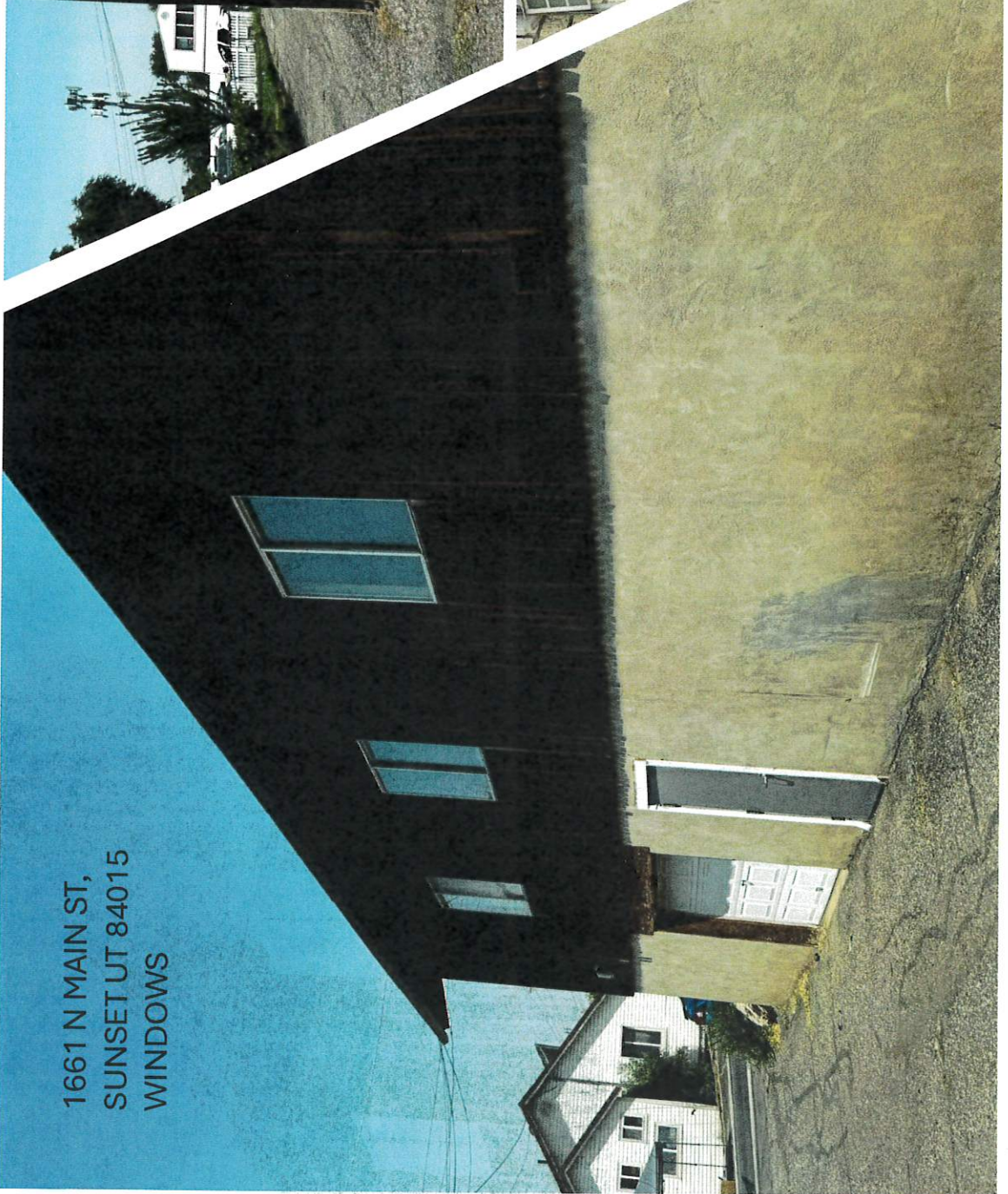
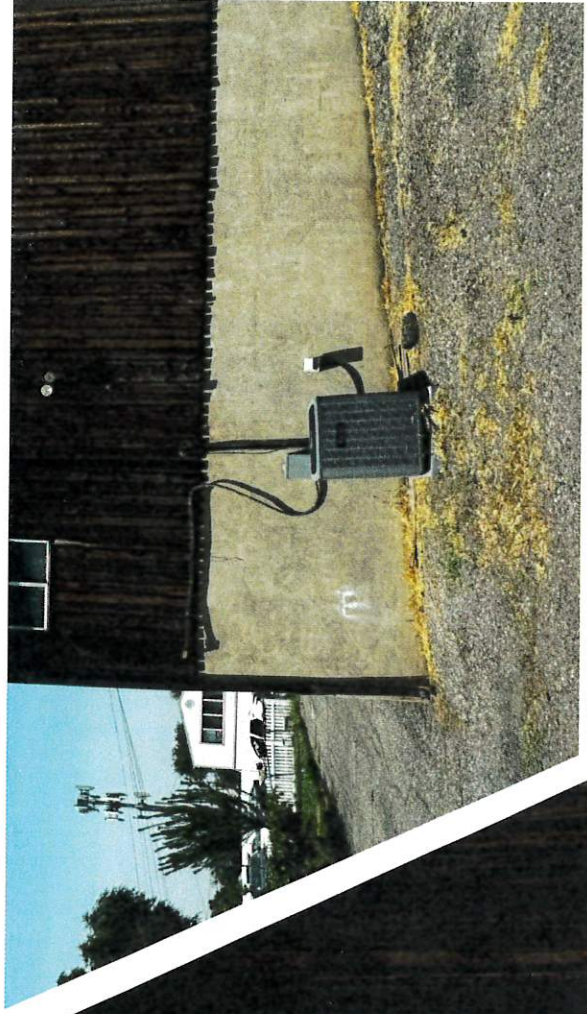
EXIT/ ENTRANCE AND RESTROOM
1689 N MAIN ST, SUNSET UT 84015



EXIT/ ENTRANCE AND RESTROOM
1661 N MAIN ST, SUSNET UT 84015



1661 N MAIN ST,
SUNSET UT 84015
WINDOWS



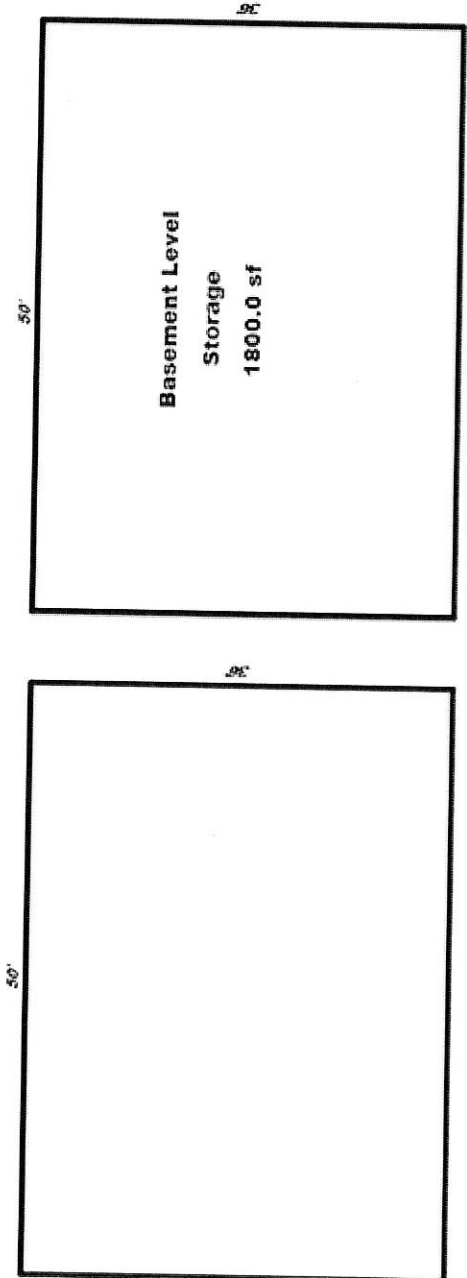
- 1689 N MAIN ST STE 1 , SUSNET UT 84015
- WINDOWS



The Hidden Sage

1661 N. Main

1800.0 sf





Sunset City Corporation

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

July 15, 2024

MileOne Auto Group, LLC
1661 & 1689 N. Main St.
Sunset, UT 84015

Dear Business Owner,

It has come to my attention, that you may be operating a business from the properties located at 1661 & 1689 N Main Street, Sunset, Utah. Sunset City Ordinance 3-1-2 states that each business and professional service operating within the geographic boundaries of Sunset is required to obtain a business license.

As discussed with you in our office when you were provided with a Conditional Use Permit application, you will need to appear before the Planning Commission to seek a Conditional Use Permit before applying for a Business License. If recommended by the Planning Commission for a Conditional Use Permit, the City Council will consider whether or not to approve the Conditional Use Permit. If approved, then you can apply for a Business License to conduct business in the city of Sunset.

Until a Business License is issued, you cannot conduct any business at the above listed properties. Please remove all vehicles for sale, business signs and/or business presence from these locations immediately.

If you do not, you may be cited with engaging in business without a license, which could result in a Class B misdemeanor and associated penalties per Sunset City Code 3-1-13.

Thank you for your prompt attention to this matter.

Respectfully,

Sarah Markel
Sunset City Deputy Recorder
801-614-9155
smarkel@sunset-ut.com

Cc: Sunset City Police Chief Brett Jamison

RESOLUTION NO. 2024-20

A RESOLUTION APPROVING AMENDMENT NO. 1 TO 248980 MAINTENANCE AND OWNERSHIP COOPERATIVE AGREEMENT.

Whereas, Sunset (“City”) entered into a Maintenance and Ownership Cooperative Agreement dated February 29, 2024 for the 1800 North Interchange in Davis County, UT; and

Whereas, Amendment No. 1 is necessary to update exhibits A, B, C, D; and

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

Approved and adopted by the Sunset City Council this 20th day of August, 2024.

Attest:

Scott Wiggill, Mayor

Nicole Supp, Recorder



Project No.: S-I15-8(157)336 Davis County
Project Name: I-15; 1800 North Interchange (SR-37)
Sunset City
CID 72701 PIN 15682
248980 MOD 1

**AMENDMENT No. 1 Modification to 248980
MAINTENANCE AND OWNERSHIP COOPERATIVE AGREEMENT
Between
THE UTAH DEPARTMENT OF TRANSPORTATION
And
SUNSET CITY**

This Amendment No.1 to 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 and the City entered into a Maintenance and Ownership Cooperative agreement dated February 29, 2024, UDOT Finance Number 428980, for the I-15; 1800 North Interchange (SR-37) in Davis County, Utah ("Project"); and

WHEREAS, Amendment No.1 is necessary to update exhibits A, B, C, D; and

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. Replace Exhibits A, B, C, D with the attached Exhibits A, B, C and D.

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: Region Hydraulics Engineer

Title: District Engineer

Date: _____

Date: _____

Utah Department of Transportation

UDOT Comptroller Office

Title: Region Director

Title: Contract Administrator

Date: _____

Date: _____

PROJECT NUMBER		S-15-8(157)336	
PROJECT		1-15, 1800 NORTH INTERCHANGE	
APPROVED		15682	
PROFESSIONAL ENGINEER		DAVID EVANS AND ASSOCIATES, INC.	
DATE	05/30/24	CHECKED BY	
DATE		DATE	
NO.		DATE	
APPROVED BY		DATE	
REVISIONS			
REMARKS			

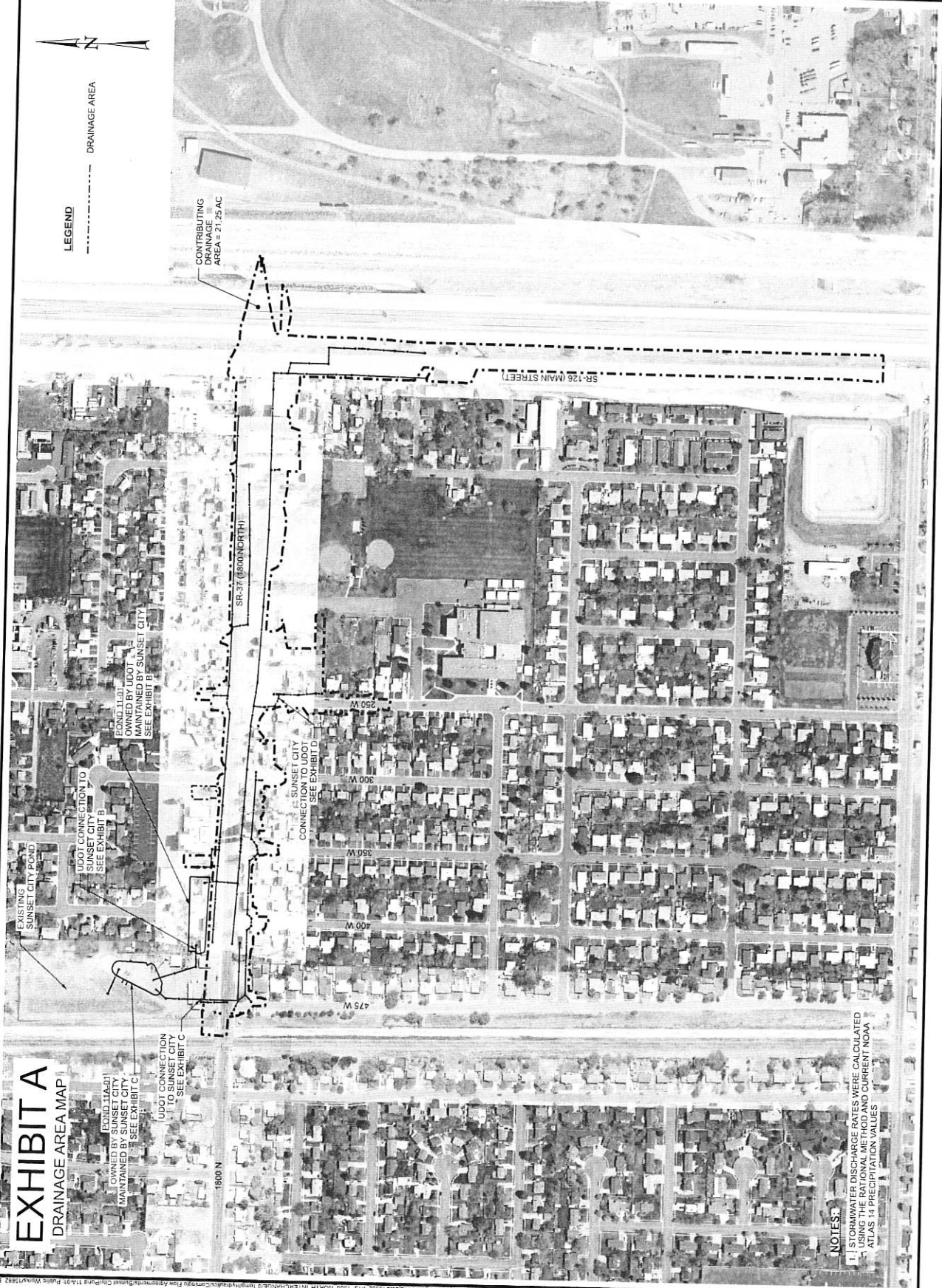


EXHIBIT A
DRAINAGE AREA MAP

(DRAWN BY: [Name])
OWNED BY SUNSET CITY
MAINTAINED BY SUNSET CITY
SEE EXHIBIT C

UDOT CONNECTION TO SUNSET CITY
SEE EXHIBIT B

UDOT CONNECTION TO SUNSET CITY
SEE EXHIBIT D

UDOT CONNECTION TO SUNSET CITY
SEE EXHIBIT C

EXISTING SUNSET CITY POND

CONTRIBUTING DRAINAGE AREA = 21.25 AC

NOTES:

1. STORMWATER DISCHARGE RATES WERE CALCULATED USING THE RATIONAL METHOD AND CURRENT NOAA ATLAS 14 PRECIPITATION VALUES

DRAINAGE PIPE - 18 INCH. SMOOTH, LEAK-RESISTANT REQ'D

- 250 WEST**
 [P 12A-01] 102+54.56 RT 35.64 TO 102+79.56 RT 35.57
 [P 12A-02] 102+79.56 RT 35.74 TO 103+44.00 RT 28.45
 [P 12A-03] 103+48.00 RT 28.44 TO 104+03.00 RT 28.47
 [P 12A-04] 104+07.00 RT 28.40 TO 104+21.11 RT 29.22
 [P 12A-06] 104+24.98 RT 28.33 TO 104+25.01 RT 14.85
 [P 12A-09] 104+26.02 RT 11.12 TO 104+39.12 LT 15.89
 [P 12A-05] 104+28.89 RT 29.23 TO 104+43.00 RT 28.44

CONCRETE DRAINAGE STRUCTURE 4 FT WIDE X 4 FT DEEP - CB 5 REQ'D

- 250 WEST**
 [CB 12A-01] 102+51.56 RT 35.63
 [CB 12A-02] 102+79.56 RT 35.72
 [CB 12A-03] 103+46.00 RT 30.00
 [CB 12A-04] 104+05.00 RT 30.00
 [CB 12A-05] 104+45.00 RT 30.00

CONCRETE DRAINAGE STRUCTURE 4 FT WIDE X 4 FT DEEP - DOUBLE CB 5 REQ'D

- 250 WEST**
 [CB 12A-06] 104+25.00 RT 30.00

4 FOOT STANDARD MANHOLE 5 FT TO 7 FT DEEP - CB 11 REQ'D

- 250 WEST**
 [MH 12A-09] 104+24.01 RT 12.85

REMOVE PIPE, REQ'D

- 250 WEST**
 102+45.03 RT 12.02 TO MATCHLINE RT 12.89

DRAINAGE PIPE - 18 INCH. SMOOTH, LEAK-RESISTANT REQ'D

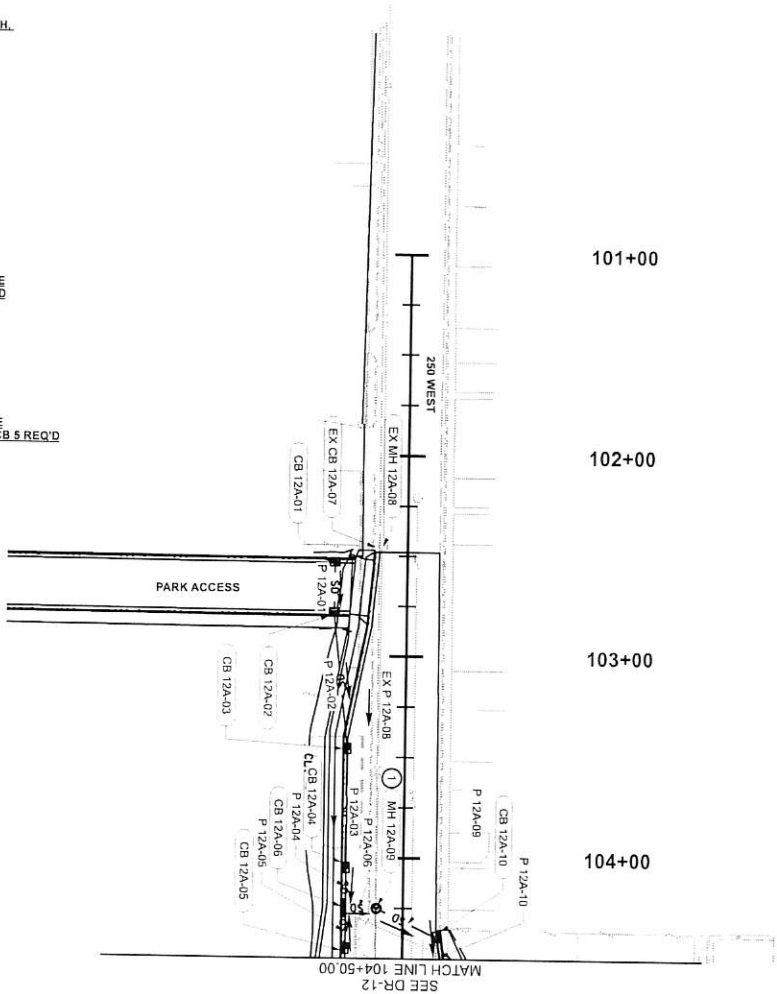
- 250 WEST**
 [P 12A-10] 104+40.90 LT 17.54 TO MATCHLINE LT 18.69

CONCRETE DRAINAGE STRUCTURE 4 FT WIDE X 6 FT DEEP - CB 5 REQ'D

- 250 WEST**
 [CB 12A-10] 104+38.72 LT 18.86

PIPE SUPPORT (UDOT) REQ'D

- 250 WEST**
 104+33.69 LT 04.68



- NOTES:**
 1. CONNECT EXISTING PIPE TO PROPOSED STRUCTURE AND VERIFY ADEQUATE RIGHT CONNECTION. SEE DETAIL B ON SHEET DR-102.
 2. ALL EXISTING DRAINAGE FEATURES NOT SHOWN AS BEING REMOVED, RECONSTRUCTED, OR ABANDONED ARE TO BE PROTECTED-IN-PLACE.



SHEET NO. DR-12A	PROJECT	I-15, 1800 NORTH INTERCHANGE		UTAH DEPARTMENT OF TRANSPORTATION DAVID EVANS AND ASSOCIATES, INC.				REVISIONS				
	PROJECT NUMBER	S-115-8(157)336	PN 15682					APPROVED	DATE	04/30/24	DRAWN BY	RDC
		DRAINAGE		PROFESSIONAL ENGINEER				QC CHECKED BY	BAL			

RESOLUTION NO. 2024-21

A RESOLUTION APPROVING THE MASTER LANDSCAPE MAINTENANCE AGREEMENT.

Whereas, Sunset (“City”) has determined entering into a Master Landscape Maintenance Agreement between Utah Department of Transportation (“UDOT”) is required by Utah Administrative Code R918-6-4; and

Whereas, local jurisdictions are responsible for vegetation in the UDOT right-of-way wren required by Utah Administrative Code R918-6-4 or other applicable law, or when a local jurisdiction has assumed landscape responsibilities under a UDOT contract or permit, or when a local jurisdiction has granted a permission or issued a permit to a third party that allows an installation by the third party (which requires compliance with Utah Code 72-3-109 and 72-7-102); and

Whereas, these laws, contracts, and permits may impose requirements for more than just vegetation in the UDOT right-of-way, but for purposes of this agreement, a Landscape Improvement refers only to areas of vegetation; and

Whereas, UDOT must first authorize the installation of a Landscape Improvement through a UDOT agreement, permit or by giving approval so a local jurisdiction can grant permission to a third party; and

Whereas, when UDOT authorizes the installation of a Landscape Improvement, UDOT also requires a local jurisdiction to enter into this Agreement. This is a master agreement that applies to all Landscape Improvement sites that involve vegetation within the local jurisdiction; and

Whereas, the purpose of this agreement is to implement uniform requirements that address long term maintenance and responsibilities and requirements for Landscape Improvements that involve vegetation and provide for their ongoing care and upkeep.

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

Approved and adopted by the Sunset City Council this 20th day of August, 2024.

Scott Wiggill, Mayor

Attest:

Nicole Supp, Recorder



MASTER LANDSCAPE MAINTENANCE AGREEMENT

THIS MASTER LANDSCAPE MAINTENANCE AGREEMENT (“Agreement”) is made and entered to be effective as of _____ (the “Effective Date”), by and between the UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah (“UDOT”) and SUNSET CITY, a Utah municipal corporation (the “Local Government”).

RECITALS

- A. When UDOT places landscaping vegetation for its own work, UDOT’s baseline involves placing seed with natural, self-sustaining grass and shrub species that do not require any irrigation. UDOT applies this baseline under UDOT manuals and specifications.
- B. Local jurisdictions are responsible for vegetation in the UDOT right-of-way when required by Utah Administrative Code R918-6-4 (“Section R918-6-4”) or other applicable law, or when a local jurisdiction has assumed landscape responsibilities under a UDOT contract or permit, or when a local jurisdiction has granted a permission or issued a permit to a third party that allows an installation by the third party (which requires compliance with Utah Code §§ 72-3-109 and 72-7-102), (collectively a “Landscape Improvement”). These laws, contracts, and permits may impose requirements for more than just vegetation in the UDOT right-of-way, but for purposes of this Agreement, a Landscape Improvement refers only to areas of vegetation.
- C. UDOT first must authorize the installation of a Landscape Improvement. UDOT does this through a UDOT agreement (such as a Betterment Agreement or Cooperative Agreement), or pursuant to a UDOT permit, or by giving an approval so a local jurisdiction can grant permission to, or issue a permit to, a third party.
- D. When UDOT authorizes the installation of a Landscape Improvement, UDOT also requires a local jurisdiction to enter this Agreement. This is a master agreement that applies to all Landscape Improvement sites that involve vegetation within the local jurisdiction (except as stated herein). The purpose of this Agreement is to implement uniform requirements that: (i) address long-term maintenance responsibilities and requirements for Landscape Improvements that involve vegetation; and (ii) provide for their ongoing care and upkeep.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the parties agree as follows:

- 1. Agreement Applicability. This Agreement applies to each Landscape Improvement (as defined in Recital B) within the Local Government’s jurisdiction once each installation is complete, and it takes priority over any conflicting terms in other agreements or permits, except as follows:

- a. UDOT-Owned Improvements. UDOT-owned landscaping is not subject to this Agreement.
 - b. Conflicting Prior Authorizations. If a Landscape Improvement existed in the Local Government's jurisdiction before the Effective Date of this Agreement, and its long-term care is subject to terms stated in a different UDOT agreement, permit or other authorization, then the different UDOT agreement, permit or other authorization governs that site.
2. Landscape Improvement Requirements. The Local Government shall comply with the following requirements and shall also require the Local Government's permittees to comply with the following requirements. Compliance is a condition of UDOT's consent to a Landscape Improvement.
- a. Effect of Consent. The owner of a Landscape Improvement, which may be either the Local Government or a Local Government permittee (an "**Improvement Owner**"), only owns the Landscape Improvement. UDOT's consent only authorizes the Improvement Owner to make a non-exclusive use of the surface of a UDOT right-of-way in the manner stated in the document that authorized installation for the Landscape Improvement. UDOT's property ownership interests are not affected in any manner by a Landscape Improvement.
 - b. Standard of Care. The Local Government or other Improvement Owner must provide all reasonable and routine care that may be required to maintain the Landscape Improvement, for the duration of its installation, substantially in the condition that UDOT consented to. The reasonable and routine care that is necessary to meet this standard requires complying with all of the requirements stated in Section R918-6-4. That may include, but is not limited to, actions such as the following: maintaining irrigation systems, inspecting, removing trash and dead plant materials, replenishing approved installations, controlling weeds and pests, repairing damage, remedying hazardous conditions, complying with applicable local codes, and other measures.
 - c. Safety. Landscape Improvements must be maintained in a manner that is consistent with the safe and efficient use of the UDOT roadway. Among other things, the Local Government or other Improvement Owner must prevent elements from blocking signs or intruding onto paved surfaces within the UDOT right-of-way. Any intrusions, impairments, or other safety and efficiency concerns must be promptly remedied.
 - d. Protection of UDOT Property. The Local Government or other Improvement Owner shall use reasonable care to protect UDOT's property from damage. Among other things, maintenance work shall not damage UDOT's paved surfaces, signs, or other roadway appurtenances, and no substances that are regulated as hazardous (as such term is defined by applicable law) shall be placed on UDOT's property. The Local Government or other Improvement Owner shall also use reasonable care to protect improvements owned by others that are present at the site of the Landscape Improvement.
 - e. Roadway Access. If any maintenance work requires traffic control or lane closures, that access requires obtaining an encroachment permit from UDOT. All persons who work in a UDOT right-of-way must wear approved DOT Personal Protective Equipment and Safety Clothing (see UDOT Policy 06E-02, or its successor, on UDOT's website). Volunteers working in a UDOT right-of-way must be at least 16 years old, and if they are between the ages of 16 and 18, they must have adult supervision at all times. Contact a UDOT permit official to ensure compliance with safety requirements.

- f. Substantial Changes. UDOT must issue a new, written authorization before a Local Government or other Improvement Owner can make substantial changes to what UDOT approved for a Landscape Improvement. If so authorized, once the changes have been installed, this Agreement continues to apply.
 - g. Responsibility and Enforcement. If the Local Government issues a permit that allows a permittee to install a Landscape Improvement, the Local Government (under Sections 72-3-109, 72-7-102, and R918-6-4) and the permittee (under the permit) are both responsible for that Landscape Improvement under applicable law and this Agreement. If the Local Government makes the permittee primarily responsible for the Landscape Improvement, the Local Government will take reasonable enforcement actions to require Local Government permittees to comply with the requirements of this Agreement. Reasonable actions include, but are not limited to, the following: the Local Government will make the requirements of this Agreement applicable to its permittees (as stated below); and reasonable enforcement actions may include, but are not required to include, taking legal action against a permittee.
3. Remedies. If a Landscape Improvement is not maintained as required by Section 2, UDOT and the Local Government shall have remedies as follows:
- a. UDOT Remedies. UDOT has all remedies available by law, and the following remedies are not exclusive:
 - i. UDOT shall not bear any cost for, or have any obligation to maintain, a Landscape Improvement that the Local Government is responsible for (whether it responsible by law or pursuant to a UDOT agreement, permit or other approval). The parties acknowledge that this Agreement does not change applicable law, which includes, but is not limited to, Utah Code §§ 72-3-109 and 72-7-102, and Section R918-6-4.
 - ii. UDOT is the owner of the right-of-way, and UDOT can enter a Landscape Improvement at any time for any reason.
 - iii. UDOT has the right, but not the obligation, to remedy any violation of this Agreement at the expense of the Local Government or other Improvement Owner after providing reasonable notice to them. If they fail to remedy the violation as provided in the notice, UDOT may, but is not obligated to, take remedial action at the expense of the Local Government and other Improvement Owner. Any action or inaction by UDOT in connection with a Landscape Improvement does not constitute an assumption of any responsibility or liability by UDOT, and it does not constitute a waiver of any requirement of this Agreement.
 - iv. If UDOT has sent two written notices to an Improvement Owner (whether the Improvement Owner is the Local Government or its permittee) concerning a violation of this Agreement, and if thereafter the violation is remedied and UDOT agrees to allow the Landscape Improvement to remain on UDOT property, UDOT also may require the Improvement Owner to file a bond with UDOT in an amount not to exceed \$10,000 to protect UDOT against the cost of future violations. The Improvement Owner shall maintain the bond for a 24-month period at a minimum. If the Improvement Owner is a permittee of the Local Government, UDOT agrees that the Local Government can also take this action in addition to UDOT.

- v. An Improvement Owner may remedy a violation of this Agreement through work provided by a third party, such as a contractor with warranty obligations. But the Local Government and its permittees remain responsible for all costs and obligations that relate to a Landscape Improvement for which they have responsibilities under statutes, regulations, or permits.
 - vi. Landscape uses of UDOT's right-of-way are subordinate to UDOT's transportation purposes. An Improvement Owner places plants and improvements in UDOT's right-of-way at its own risk. If UDOT takes any action in connection with its right-of-way, UDOT may remove a Landscape Improvement without compensating an Improvement Owner. UDOT also may, but is not obligated to, provide replacement landscaping as UDOT may determine.
 - v. UDOT hereby advises the Local Government that UDOT considers compliance with this Agreement and with Section R918-6-4 and other applicable law when determining whether UDOT will consent to the Local Government's Landscape Improvements, or whether UDOT will consent to a Local Government permit pursuant to Utah Code §§ 72-3-109 and 72-7-102.
- b. Cooperation. The Local Government and UDOT agree to the following:
- i. The parties agree to cooperate and work together in good faith.
 - ii. If any object is installed in a UDOT right-of-way without authorization by UDOT or by the Local Government, the object is in UDOT's right-of-way unlawfully. UDOT and the Local Government each may remove such installation under their legal authority. UDOT and the Local Government each may also require the object's owner to obtain proper authorizations for such improvement at such owner's expense.
 - iii. If the parties dispute what constitutes a violation of this Agreement, or whether a specific Landscape Improvement was properly authorized, or whether any maintenance is subject to Section R918-6-4 or other applicable requirements, or other matters, the parties agree to do the following before pursuing any other remedy that they may have:
 - 1. UDOT and the Local Government agree that they will first send a decision maker from each party to a dispute resolution meeting to discuss the disagreement in good faith, present information in support of each party's position, and attempt to reach a resolution.
 - 2. If the dispute resolution meeting does not fully resolve the matter, the Local Government agrees to submit full information concerning its dispute to a UDOT Region Director to obtain a decision by UDOT.
 - iv. For Local Government permits issued after the Effective Date of this Agreement, the Local Government agrees to require its Landscape Improvement permittees to: (1) comply with the terms of, and assume the Local Government's obligations under, this Agreement as if it had been entered between UDOT and the permittee in connection with the permittee's Landscape Improvement; and (2) agree that both UDOT and the Local Government may enforce the terms of this Agreement directly against the permittee. Among other things, UDOT and the Local Government shall each have the right, but not the obligation, to enforce the indemnity and other

- obligations contained in Section 5 of this Agreement directly against a permittee.
- v. If utility owners or others with a right to be present in the UDOT right-of-way pursue work within a Landscape Improvement, the Improvement Owner is solely responsible to coordinate work to address any impacts to the Landscape Improvement.
 - c. Site Addendum. If ongoing maintenance needs for a specific Landscape Improvement site require terms in addition to those contained in this Agreement, the parties may address them in a Site Addendum to this Agreement that is substantially in the form attached at Exhibit A and incorporated herein.
4. Term. This Agreement shall remain in effect while any Landscape Improvement that is subject to this Agreement remains within the Local Government's jurisdiction. From time to time, UDOT may update this Agreement consistent with then-applicable requirements.
5. Indemnity and Insurance. The following shall apply:
- a. Indemnity. The Local Government agrees to indemnify, defend, and save harmless UDOT and its commissioners and employees from and against all losses of every kind (including but not limited to any claims, suits, costs, environmental contamination damages and penalties, and loss from personal injuries and property damage) that arise from or relate to (i) the Local Government's use of UDOT property in connection with this Agreement; or (ii) any wrongful or negligent act or omission of the Local Government or its employees, agents, contractors or consultants in connection with entering or performing this Agreement. The Local Government is a governmental entity subject to the Utah Governmental Immunity Act, and nothing in this paragraph is intended to waive any provision of the Utah Governmental Immunity Act provided said Act applies to the loss in question. This Agreement does not require the Local Government to indemnify UDOT against UDOT's sole negligence.
 - b. Damage to UDOT Property. In addition to the indemnification obligation set forth above, the Local Government, at its cost, shall repair or replace (to UDOT's reasonable satisfaction) any property that belongs to UDOT that is damaged in connection with a Landscape Improvement to the extent that such damage arises from or relates to an act or omission (negligent or otherwise) of the Local Government or its employees, agents, contractors, consultants, or permittees. The Local Government shall promptly notify UDOT of any such damage.
 - c. Notification. The parties agree to promptly notify each other of any potential claims or losses that may affect the other party that relate to a Landscape Improvement.
 - d. Insurance. Each party agrees to require its contractors and consultants working in connection with this Agreement to maintain insurance in amounts reasonably sufficient to pay for loss arising from the contractor's or consultant's acts or omissions (negligent or otherwise). In addition, the Local Government hereby represents that it is a member of the Utah Local Governments Trust or is adequately self-insured, and it agrees that it will remain so for as long as it has any Landscape Improvements located on UDOT's property.
6. Miscellaneous. The following terms apply to this Agreement:

- a. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Director of Preconstruction</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p>	<p>To Local Government:</p> <p>Sunset City 85 West 1800 North Sunset, Utah 84015 Attention: Public Works Director</p>
---	--

- b. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c. UDOT's action or inaction when providing a consent, review, acceptance, or approval or when taking other action hereunder, for any conditions, inspections, plans, specifications, or work, is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same.
- d. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. No party may assign this Agreement without the other parties' prior written authorization, and any purported assignment to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed to have a drafter or be construed against a drafter. This Agreement's headings are for convenience only and do not alter the meaning of its text.

All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive a termination of this Agreement shall survive a termination. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate other contracts and commitments of the party. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

<p>Utah Department of Transportation, an agency of the State of Utah</p> <p>By: _____ Its: _____</p>	<p>UDOT Comptroller's Office:</p> <p>By: _____ Its: _____</p>
<p>Approval/Recommended By:</p> <p>By: _____ Its: _____</p>	<p>Approval/Recommended By:</p> <p>By: _____ Its: _____</p>


<p>SUNSET CITY</p> <p>By: _____ Its: _____</p>	<div style="text-align: center;">  </div> <p>By: _____ Its: _____</p> <p>"SEAL"</p>
---	---

EXHIBIT A

MLMA SITE ADDENDUM FORM

An MLMA Site Addendum is used when it is necessary to state terms in addition to those in the MLMA to address the ongoing maintenance and care needs of a particular Landscape Improvement Site.

(See next page)



State of Utah
Department of Transportation

MLMA Site Addendum to Current Master Landscape Maintenance Agreement Addendum to UDOT Finance Number xxxxx	Project Name: Local Government Agency:	Finance Number: Tracking Number:
Project #: PIN: Or Permit #:	Site of the Landscape Improvement that requires additional ongoing maintenance terms: <i>(Enter Route, Street Name, Name of City, Name of County, Utah):</i>	Date Executed:

THIS MLMA SITE ADDENDUM ("Addendum") is made and entered to be effective as of the "Date Executed" which is stated above, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah ("**UDOT**"), and **TOWN/CITY**, a Utah municipal corporation (the "**Local Government**").

RECITALS

WHEREAS, the Parties hereto entered into a Master Landscape Maintenance Agreement, which may have been amended or restated from time to time (the "**Agreement**"), and the current Agreement's finance number is _____ with an Effective Date of _____, as shown in Exhibit "A" attached hereto for reference; and

WHEREAS, this Addendum is a part of and is governed by the Agreement (including, but not limited to, the Agreement's defined terms); and

WHEREAS, the Parties are entering this Addendum to address ongoing maintenance and care needs at the site which is stated above (the "**Site**") in addition to the terms stated in the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which by this reference are incorporated into this Supplemental Agreement, and the following terms and conditions, it is agreed by and between the parties as follows:

1. Nature of Addendum. This Addendum is a part of and is governed by the Agreement, and all of the Agreement's terms and conditions (including, but not limited to, definitions for capitalized terms) fully apply to this Addendum, except to the extent that paragraph 4 of this Addendum expressly modifies the Agreement for this Site only.

2. Landscape Improvement Site Conditions. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, DESCRIBE SPECIFIC SITE CONDITIONS THAT NEED ADDITIONAL TERMS TO ADDRESS ONGOING MAINTENANCE AND CARE RESPONSIBILITIES, AND STATE THE NEEDED TERMS. FOR EXAMPLE, IF UDOT HAS AGREED TO ALLOW DRAINAGE FROM THE SITE TO ENTER UDOT’S STORM DRAIN SYSTEM (WHICH NORMALLY IS NOT THE CASE), EXPLAIN THAT CONDITION HERE AND STATE THE TERMS FOR ALLOWING THE DRAINAGE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE “N/A” AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH A MAP EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: The Landscape Improvement for this Site is shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

3. Access. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, INCLUDE ANY ADDITIONAL TERMS ABOUT ACCESS. FOR EXAMPLE, NORMALLY UDOT REQUIRES AN ENCROACHMENT PERMIT TO OBTAIN ACCESS, BUT IN UNUSUAL CIRCUMSTANCES, A LICENSE MIGHT BE APPROPRIATE. THAT WOULD BE INCLUDED HERE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE “N/A” AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Access for the Landscape Improvement for this Site is shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

4. Changes to Agreement for This Site Only. The Agreement is hereby modified as follows for this Site only: [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, STATE IN DETAIL ANY MODIFICATIONS TO THE MASTER AGREEMENT THAT WILL APPLY TO THIS SITE ONLY. IDENTIFY THE AGREEMENT PARAGRAPH THAT IS BEING MODIFIED, AND THEN STATE THE MODIFICATION. AN ADDENDUM CAN ONLY BE USED TO MAKE A SITE-SPECIFIC CHANGE TO THE MASTER AGREEMENT, NOT A GENERAL AMENDMENT TO THE MASTER AGREEMENT. ALSO, AN ADDENDUM CAN ONLY CHANGE ONGOING MAINTENANCE AND CARE RESPONSIBILITIES. IF THE LOCAL GOVERNMENT IS PROPOSING A NEW INSTALLATION OR A MAJOR CHANGE TO AN EXISTING INSTALLATION, THAT MUST BE AUTHORIZED THROUGH AN AGREEMENT, SUCH AS A BETTERMENT AGREEMENT OR A COOPERATIVE AGREEMENT, OR A PERMIT, OR A LOCAL PERMIT APPROVAL PURSUANT TO UTAH CODE § 72-3-109. SEEK LEGAL ASSISTANCE WHEN NEEDED. IF THIS SECTION IS NOT APPLICABLE, WRITE “N/A” AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Changes for the Landscape Improvement for this Site are shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Addendum to be a part of the Agreement, effective as of the date executed that is first stated above.

Add - Local Government Name				Utah Department of Transportation			
By		Date		By		Date	

<i>Title/Signature of Official</i>				Landscape Architect			
By		Date		By		Date	
<i>Title/Signature of additional official if required</i>				Region Director			
By		Date		By		Date	
<i>Title/Signature of additional official if required</i>				Comptroller's Office			

EXHIBIT A TO MLMA SITE ADDENDUM

CURRENT MASTER LANDSCAPE MAINTENANCE AGREEMENT

[ATTACH A COPY OF THE CURRENT MASTER AGREEMENT HERE AND DELETE THIS SENTENCE]

EXHIBIT ____ TO MLMA SITE ADDENDUM

[THIS IS A COVER SHEET IF YOU NEED TO INCLUDE ADDITIONAL EXHIBITS. FILL OUT THE EXHIBIT LETTER AND GIVE IT A NAME FOR EACH EXHIBIT. DELETE THIS PAGE IF THERE ARE NO OTHER EXHIBITS AFTER EXHIBIT A. REMOVE THE TEXT IN THESE BRACKETS BEFORE FINALIZING THE DOCUMENT.]

RESOLUTION NO. 2024-22

A RESOLUTION APPROVING THE LANDSCAPE AND AESTHETIC COOPERATIVE AGREEMENT.

Whereas, Utah Department of Transportation (“UDOT”) is progressing the design and construction for the highway project identified as I-15; 1800 N Interchange (SR-37) in Davis County, Utah (“Project”); and

Whereas, UDOT and Sunset City has entered into a Master Landscape Maintenance Agreement; and

Whereas, the City has requested the Project install landscape and aesthetics improvements. The City through their own maintenance forces or code enforcement, will be responsible to maintain landscape and aesthetic improvements within UDOT’s state highway Right-of-Ways during the term of this Agreement; and

Whereas, Sunset City has determined entering into the Landscape and Aesthetic Cooperative Agreement between Utah Department of Transportation (“UDOT”) is necessary for the purpose of said Project; and

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

Approved and adopted by the Sunset City Council this 20th day of August, 2024.

Scott Wiggill, Mayor

Attest:

Nicole Supp, Recorder



LANDSCAPE AND AESTHETIC COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2024, by and between the **UTAH DEPARTMENT OF TRANSPORTATION** ("UDOT"), an agency of the State of Utah, and **Sunset City** ("City"), a municipal corporation of the State of Utah.

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 and the City has entered into a Master Landscape Maintenance Agreement; and

WHEREAS, the City has requested the Project install landscape and aesthetics improvements. The City through their own maintenance forces or code enforcement, will be responsible to maintain landscape and aesthetic improvements within UDOT's state highway Right-of-Ways during the term of this Agreement; and

WHEREAS, UDOT and the City desire to enter into this Agreement for said project.

This Agreement is made to set out the terms and conditions of landscape and aesthetics improvements.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties as follows:

1. UDOT will install baseline and City requested landscape and aesthetic betterments. Landscape details and plans are marked Exhibit "A," Landscape Irrigation details and plans are marked Exhibit "B," and Lighting details and plans are marked Exhibit "C," all are incorporated by reference.
2. UDOT will credit \$200,000.00 to the City landscape and aesthetic betterments as shown in the cost estimate details marked Exhibit "D" that is incorporated by reference.
 - a. In the event the actual betterment costs are higher and exceed the \$200,000.00 credit, UDOT and the City will enter into a Betterment Agreement.
3. UDOT will notify the City upon completion of the installation of Landscape, Irrigation and Lighting for final inspection and transfer of ownership and maintenance.
4. UDOT and the City are both governmental entities subject to the 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 Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.



5. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
 6. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
 7. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
 8. 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.
 9. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
 10. All work of the City that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The City shall at all times comply with the Telecommunications Laws. The City hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the City and UDOT, the City hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The City shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the City or its associates is not in compliance with the Telecommunications Laws, the City agrees that it shall promptly notify UDOT of the same and remedy any deficiency.
 11. Each party represents that it has the authority to enter into this Agreement.
-



Project No. S-I15-8(157)336; Davis County
Project Name: I-15; 1800 North Interchange
Sunset City
CID No. 72701 PIN 15682

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

ATTEST:

Sunset City, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

Date: _____

APPROVED AS TO FORM:

UDOT COMPROLLER'S OFFICE

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____

RESOLUTION NO. 2024-23

A RESOLUTION APPROVING THE UTILITY RELOCATION AND BETTERMENT AGREEMENT.

Whereas, Utah Department of Transportation (“UDOT”) will award a contract for the highway project identified as I-15; 1800 N Interchange (SR-37) in Davis County, Utah (“Project”); and

Whereas, UDOT has identified City owned culinary water and sewer facilities within the limits of the Project; and

Whereas, Project construction necessitates relocating, protection in place, or adjustment of the City’s facilities (“Utility Work”); and

Whereas, UDOT has designed and will construct culinary water betterments, as requested by the City (“Betterment Work”); and

Whereas, Utility and Betterment Work are collectively referred to as “Agreement Work”; and

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

Approved and adopted by the Sunset City Council this 20th day of August, 2024.

Scott Wiggill, Mayor

Attest:

Nicole Supp, Recorder



Project No. S-I15-8(157)336; Davis County
I-15; 1800 North Interchange
Sunset City
CID No. 72701 PIN 15682

Sunset City

Utility Relocation and Betterment Agreement

THIS UTILITY RELOCATION AND BETTERMENT AGREEMENT, by and between the Utah Department of Transportation ("UDOT"), and Sunset City, a political subdivision in the State of Utah ("City"). Each as party, ("Party") and together as parties, ("Parties").

RECITALS

WHEREAS, UDOT will award a contract for the highway project identified as I-15; 1800 North Interchange in Davis County, Utah ("Project"); and

WHEREAS, UDOT has identified City owned culinary water and sewer facilities within the limits of the Project; and

WHEREAS, Project construction necessitates relocating, protection in place, or adjustment of the City's facilities ("Utility Work"); and

WHEREAS, UDOT has designed and will construct culinary water betterments, as requested by the City ("Betterment Work"); and

WHEREAS, Utility and Betterment Work are collectively referred to as "Agreement Work."

THIS AGREEMENT is made to set out the terms and conditions where under the utility work shall be performed.

AGREEMENT

Now therefore, the parties agree as follows:

1. Contact Information

UDOT's Resident Engineer is Deryl Mayhew, telephone number (385) 208-0266, and email derylm@horrocks.com.

UDOT's Region Utility Leader is John Bangle, telephone number (801) 867-6764, and email jbangle@utah.gov.

UDOT's Third-Party Quality Lead is Brandon Wilson, telephone number (385) 235-0800, and email brandon@dserio.com.

City's contact person is Jason Monroe, telephone number (801) 668-5312, and email jmonroe@sunset-ut.com.

City's engineer contact person is Todd Freeman, CEC Engineering, telephone number (801) 866-3765, and email todd.ceceng@comcast.net.



2. UDOT Scope of Utility and Betterment Work

The proposed Agreement Work will include the work as indicated below and shown on the detailed culinary water plans marked Exhibit "A," sewer plans marked Exhibit "B," and removal plans marked Exhibit "C," that are incorporated by reference.

The Parties have determined that, in some cases, the City-requested Betterment Work will reduce a portion of the Project's required Baseline Utility Work.

Some Utility Work initially considered functionally equivalent relocations will be consolidated or eliminated shown as a reduction in the Utility Estimate.

Betterments include:

- a. Mobilization, traffic control, survey, and engineering.
- b. Culinary Installation Betterments (Exhibit A):
 - i. Pipes and fittings, steel casing, gate valves, hydrant assembly, service lines and appurtenances.
- c. Culinary Removal Betterments (Exhibit C):
 - i. Pipes, valves, hydrant, manholes, and meters.

UDOT's baseline scroll plot showing relocations required for Project conflicts is marked Exhibit "D," that is incorporated by reference. The baseline scroll plot provides an overview of Project-required conflict relocations vs. the proposed conflict relocations and betterment installations shown in Exhibits A, B, and C.

- a. Culinary Water and Baseline Project-required conflict relocations or installations (Exhibit A):
 - i. Valve box, culinary pipes, fittings, gate valves, hydrant assemblies, service lines, meter boxes, combination air valve assemblies, and appurtenances.
- b. Sewer Baseline Installation (Exhibit B):
 - i. Manholes, sewer pipes
- c. Culinary Water and Baseline Project-required conflict Removals (Exhibit C):
 - i. Pipes, valves, hydrants, manhole, and meters.
- d. UDOT will assist the City in securing permits/licensing for the UTA and UPRR railroad.

3. Project Specific Special Provisions

- a. Preserve the existing culinary water system in any given area until the replacement culinary water system is functional.
- b. Do not operate live water valves. Coordinate with Sunset City Public Works, who will operate water valves.
- c. Provide access to the City Public Works building at all times during Project work.
- d. City will install a new 10-inch water line through the Sunset City Park; coordinate connections to the City installed facilities and ensure City inspector is on site during the connection process.
- e. The City has approved a deviation from its standard specifications and will follow UDOT Special Provision 02056M for materials to be placed in the pipe zone backfill at particular pipe installation areas to achieve the UDOT depth of bury requirements. The approved deviation is marked Exhibit "E," that is incorporated by reference.



4. City to Perform Agreement Work

The City, with its regular engineering and construction forces at its standard schedule of wages and working hours, or through its qualified contractors with whom it has continuing contracts, and in accordance with 23 C.F.R. §645, subpart A, shall perform the necessary field and office engineering and inspection, furnish all materials, and perform the Agreement Work covered herein, except as noted above. The City shall not perform any Agreement Work until authorized in writing by UDOT.

City to perform Agreement Work inspection during construction and final inspection upon notification from UDOT that the Agreement Work is complete. Final inspection shall be performed within 30 days from UDOT's notification.

5. Conformance with Utah Administrative Code R930-7

The design and construction of the Agreement Work, access for future maintenance and servicing of City's property located on the right of way of the Project, will be in conformance with Utah Administrative Code R930-7, and any supplements or amendments.

UDOT has approved deviations from provisions of the Utah Administrative Code R930-7-13 for Agreement Work locations marked in Exhibit "E."

6. UDOT to Inform its Contractor

UDOT will, by its standard specifications and/or special provisions, inform its contractor of the coordination and cooperation required for timely completion of Agreement Work. UDOT will also inform its contractor of the approximate schedule for completion of the Agreement Work and the City shall diligently pursue its Agreement Work so that completion can be accomplished as soon as possible after having been authorized to proceed.

7. City to Notify UDOT Before Beginning Agreement Work and Upon Completion of Agreement Work

The City will notify UDOT's Resident Engineer, or designated representative, at least 2 business days in advance of beginning any Agreement Work. The City will provide notification to UDOT's Resident Engineer within 48 hours of completing the Agreement Work. Such notification shall be by telephone with an email follow up. When the City experiences emergency work of its own during Agreement Work on the Project, it will take care of the emergency, after which it will again notify the Resident Engineer's office as to when Agreement Work will be resumed on the Project. Failure on the part of the City to give proper notification to UDOT's Resident Engineer's office will result in UDOT's disallowance of reimbursement for that portion of the City's Agreement Work performed while not under the surveillance of UDOT's Resident Engineer or its authorized representative.

8. Traffic Control and Flagging

UDOT will provide MOT and traffic control for Agreement Work to the City for Agreement Work that is scheduled and occurs during active construction of the Project. Except in the case of emergencies, Agreement Work will be scheduled and comply with the requirements of the Limitation of Operations contained in UDOT's contract with respect to lane closures, peak hour work restrictions, holiday and special event limitations, etc. If UDOT's contractor is not providing traffic control for the City then the City shall use UDOT approved traffic control devices and conform to the standards set forth in the Manual on Uniform Traffic Control Devices and 23 C.F.R. §630, Subpart J. All flagging personnel shall be certified.



9. UDOT Survey Control

UDOT will provide surveying and staking of roadway facilities in order for the City to clearly identify the roadway elements to properly relocate its Facilities. Any of UDOT's survey control stakes or bench markers which are removed or damaged by the City shall be reestablished by UDOT at City's expense.

10. Discovery of Historical Objects

The City, while engaged in the relocation of its Facilities, shall comply with UDOT's Standard Specifications, Section 01355, Subpart 1.13, Discovery of Historical, Archeological or Paleontological Objects, Features, Sites, or Human Remains.

11. Daily Record Keeping

UDOT and the City will each keep daily records of onsite activities. The City's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Field Representative or their authorized representatives and by the City or its authorized representatives. Copies of the daily records shall be retained by the Parties to this Agreement. When emergencies occur, requiring the City's work forces to leave the job, the record keeping shall be resumed upon return to the Project.

12. Reimbursement for City's Betterment Work

UDOT is responsible for 100% of the Utility Work cost, and the City shall reimburse UDOT for 100% of the actual costs incurred by the UDOT for performing the Betterment Work as required by Utah Code §72-6-116. An estimate of the cost of the Betterment Work was furnished by UDOT to the City in the amount of \$396,125.00. The estimate is based upon the prices of materials and labor current as of the date of the estimate. The estimate does not account for increases due to unknown and unforeseen hardships in accomplishing the Betterment Work. A copy of the details of the estimate is marked Exhibit "F" that is incorporated by reference.

Total Estimated Cost of UDOT Performed Betterment Work	\$396,125.00
100% City Participation	

Note: The above are estimates only. Total payment to UDOT by the City will be based on the actual costs incurred as determined after completion of construction.

The total estimated cost of the Betterment Work shall be advanced/deposited with UDOT prior to advertising/ procurement of the Project. The City shall deposit the amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.

In the event the actual betterment costs are higher, the City shall pay the additional amount required within 30 days of receiving the final invoice from UDOT. In the event the actual betterment costs are lower, UDOT will refund the balance of the amount deposited within 30 days of determining the final cost of the Betterment Work.

13. Salvage Credit for Recovered Materials

All materials from the existing Facilities, which are recovered in suitable condition for reuse by the City and not reused on the Project, shall be credited to the cost of the Project at current stock prices in accordance with 23 C.F.R. §645.117. If the recovered materials are not suitable for reuse, they shall



be credited at salvage, or such other prices as agreed upon between the City and UDOT following inspection of the recovered material.

14. Changes in the Agreement Work

In the event there are changes in the scope of the Agreement Work, extra Agreement Work, or changes in the planned Agreement Work covered by this Agreement, a modification to this Agreement signed by the parties is required prior to the start of Agreement Work on the changes or additions.

15. Billing and Payment

The City shall be responsible for all actual costs associated with these betterment items. The City agrees that if it modifies or cancels this Agreement at any time after it has been signed, the City agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the Betterment Work scope being modified or cancelled.

16. Right to Audit

UDOT and/or the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. §645, subpart A. Should this audit disclose that the City has been underpaid, the City will be reimbursed by UDOT upon submission of additional billing to cover the underpayment. Should this audit disclose that the City has been overpaid, the City will reimburse UDOT in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of Agreement Work covered herein for a minimum of 3 years after final payment is received by the City from UDOT.

17. Prohibition of Certain Telecommunications and Surveillance Equipment

All work of the City that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a City listed in such laws. The City shall at all times comply with the Telecommunications Laws. The City hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the City and UDOT, the City hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The City shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the City or its associates is not in compliance with the Telecommunications Laws, the City agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

18. 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 does not create any type of agency relationship, joint venture, or partnership



Project No. S-I15-8(157)336; Davis County
I-15; 1800 North Interchange
Sunset City
CID No. 72701 PIN 15682

- between UDOT and City.
- e. 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.
 - f. 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.
 - g. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
 - h. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
 - i. The date of this agreement is the date this agreement is signed by the last Party.
-



Project No. S-I15-8(157)336; Davis County
I-15; 1800 North Interchange
Sunset City
CID No. 72701 PIN 15682

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers.

Attest

Sunset City

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)
.....

Recommended for Approval

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Region Director

Date: _____

Date: _____

UDOT Comptroller Office

Title: Contract Administrator

Date: _____

RESOLUTION NO. 2024-24

A RESOLUTION APPROVING THE MULTI-USE TRAIL COOPERATIVE AGREEMENT.

Whereas, Utah Department of Transportation (“UDOT”) will award a contract for the highway project identified as I-15; 1800 N Interchange (SR-37) in Davis County, Utah (“Project”); and

Whereas, UDOT will design and construct the Project, including a multi-use trail (“Trail”) in Sunset, Utah; and

Whereas, the Trail maintenance and ownership locations are covered by this agreement in accordance with the terms and conditions contained herein; and

Whereas, UDOT will construct a multi-use Trail along SR-37, from SR-126 (Main Street) to approximately 475 West, Sunset City, including the railroad overpass location west of the Union Pacific Right-of-Way; and

Whereas, UDOT’s contractor will complete the construction of the Trail by October 2027; and

Whereas, the City will maintain the Trail system upon Project completion and abide by R-918-6 for all maintenance activities; and

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

Approved and adopted by the Sunset City Council this 20th day of August, 2024.

Scott Wiggill, Mayor

Attest:

Nicole Supp, Recorder



MULTI-USE TRAIL COOPERATIVE AGREEMENT
Between
THE UTAH DEPARTMENT OF TRANSPORTATION
And
SUNSET CITY

This multi-use trail including the Crossing of the Denver & Rio Grande Rail Trail Cooperative Agreement, by and between **Utah Department of Transportation** ("UDOT") and **Sunset City** ("City"). Each as Party, ("Party") and together as parties, ("Parties").

RECITALS

WHEREAS, UDOT will award a contract for the highway project identified as I-15; 1800 North Interchange in Davis County, Utah ("Project"); and

WHEREAS, UDOT will design and construct the Project, including a multi-use trail ("Trail") in Sunset, Utah; and

WHEREAS, the Trail maintenance and ownership locations are covered by this agreement in accordance with the terms and conditions contained herein.

THIS AGREEMENT is made to set out the terms and conditions of responsibilities for each Party.

AGREEMENT

1. Scope of Facility Construction Work

UDOT has prepared plans and will construct the Trail and appurtenance described as follows and marked Exhibit "A," that is incorporated by reference.

Multi-use Trail along SR-37, from SR-126 (Main Street) to approximately 475 West, Sunset City, including the railroad overpass location west of the Union Pacific Right-of-Way.

2. Facility Construction Work Schedule

UDOT's contractor will complete the construction of the Trail by October 2027.

3. Facility Maintenance and Ownership of the Trail and Crossing

The City will maintain the Trail system upon Project completion and abide by R-918-6 for all maintenance activities.



4. Miscellaneous

- a. The permitted use and occupancy of Right-of-Way for non-highway purposes is subordinate to the primary and highest 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. 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.
- f. 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.
- 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.



Project No. S-I15-8(157)336; Davis County
Project Name: I-15; 1800 North Interchange (SR-37)
Sunset City
CID No. 72701 PIN 15682

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: Project Manager

Title: Region Director

Date: _____

Date: _____

UDOT Comptroller Office

Title: Contract Administrator

Date: _____

EXHIBIT A

- UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")
- STAMPED CONCRETE, 4 INCH THICK REQ'D
- CONCRETE FLATWORK, 4 INCH THICK REQ'D

- CONCRETE CURB AND GUTTER TYPE M1 REQ'D
- CONCRETE CURB AND GUTTER TYPE B1 REQ'D
- CONCRETE CURB AND GUTTER TYPE B1 RELEASE REQ'D

- CONCRETE SIDEWALK REQ'D
- SINGLE DIAGONAL CORNER, PEDESTRIAN ACCESS RAMP REQ'D

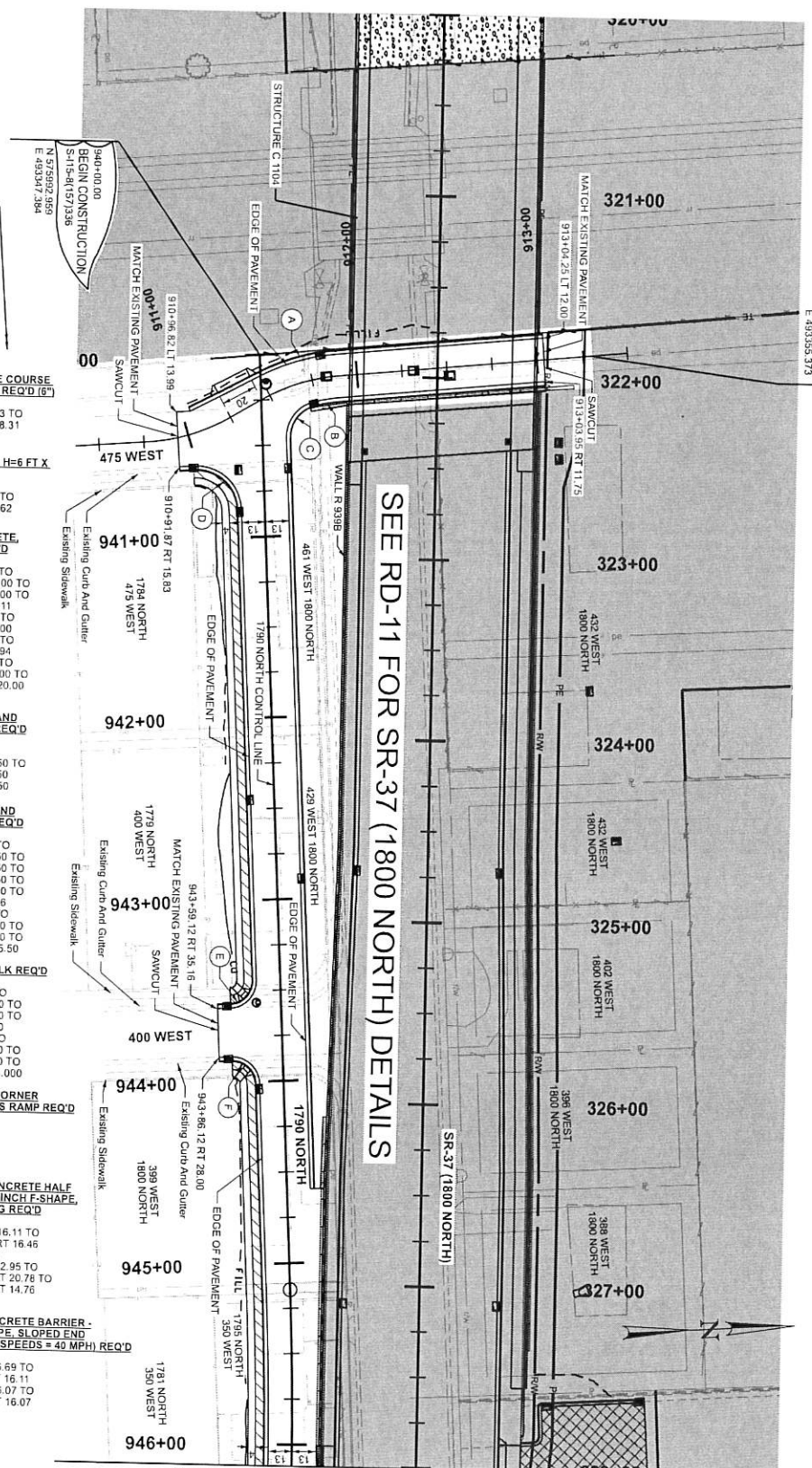
- PRECAST CONCRETE BARRIER - 32 INCH F-SHAPE, 15 FOOT LONG REQ'D
- PRECAST CONCRETE BARRIER - 32 INCH F-SHAPE, SLOPED END SECTION (FOR SPEEDS = 40 MPH) REQ'D

- UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")
- CHAIN LINK GATE, H=6 FT X W=16 FT REQ'D
- STAMPED CONCRETE, 4 INCH THICK REQ'D
- CONCRETE CURB AND GUTTER TYPE M1 REQ'D
- CONCRETE CURB AND GUTTER TYPE B1 REQ'D
- CONCRETE CURB AND GUTTER TYPE B1 RELEASE REQ'D
- CONCRETE SIDEWALK REQ'D
- SINGLE DIAGONAL CORNER, PEDESTRIAN ACCESS RAMP REQ'D
- PRECAST CONCRETE BARRIER - 32 INCH F-SHAPE, 15 FOOT LONG REQ'D
- PRECAST CONCRETE BARRIER - 32 INCH F-SHAPE, SLOPED END SECTION (FOR SPEEDS = 40 MPH) REQ'D

- UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")
- CHAIN LINK GATE, H=6 FT X W=16 FT REQ'D
- STAMPED CONCRETE, 4 INCH THICK REQ'D
- CONCRETE CURB AND GUTTER TYPE M1 REQ'D
- CONCRETE CURB AND GUTTER TYPE B1 REQ'D
- CONCRETE CURB AND GUTTER TYPE B1 RELEASE REQ'D
- CONCRETE SIDEWALK REQ'D
- SINGLE DIAGONAL CORNER, PEDESTRIAN ACCESS RAMP REQ'D
- PRECAST CONCRETE BARRIER - 32 INCH F-SHAPE, 15 FOOT LONG REQ'D
- PRECAST CONCRETE BARRIER - 32 INCH F-SHAPE, SLOPED END SECTION (FOR SPEEDS = 40 MPH) REQ'D

- UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")
- CHAIN LINK GATE, H=6 FT X W=16 FT REQ'D
- STAMPED CONCRETE, 4 INCH THICK REQ'D
- CONCRETE CURB AND GUTTER TYPE M1 REQ'D
- CONCRETE CURB AND GUTTER TYPE B1 REQ'D
- CONCRETE CURB AND GUTTER TYPE B1 RELEASE REQ'D
- CONCRETE SIDEWALK REQ'D
- SINGLE DIAGONAL CORNER, PEDESTRIAN ACCESS RAMP REQ'D
- PRECAST CONCRETE BARRIER - 32 INCH F-SHAPE, 15 FOOT LONG REQ'D
- PRECAST CONCRETE BARRIER - 32 INCH F-SHAPE, SLOPED END SECTION (FOR SPEEDS = 40 MPH) REQ'D

- UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")
- CHAIN LINK GATE, H=6 FT X W=16 FT REQ'D
- STAMPED CONCRETE, 4 INCH THICK REQ'D
- CONCRETE CURB AND GUTTER TYPE M1 REQ'D
- CONCRETE CURB AND GUTTER TYPE B1 REQ'D
- CONCRETE CURB AND GUTTER TYPE B1 RELEASE REQ'D
- CONCRETE SIDEWALK REQ'D
- SINGLE DIAGONAL CORNER, PEDESTRIAN ACCESS RAMP REQ'D
- PRECAST CONCRETE BARRIER - 32 INCH F-SHAPE, 15 FOOT LONG REQ'D
- PRECAST CONCRETE BARRIER - 32 INCH F-SHAPE, SLOPED END SECTION (FOR SPEEDS = 40 MPH) REQ'D



END CONSTRUCTION
S-115-R(157)336
N 576176 555
E 493355 273

CONCRETE DRIVEWAY FLARED,
6 INCH THICK REQ'D
475 WEST
911+35.62 LT 12.47

6 FT CHAIN LINK FENCE,
TYPE IV REQ'D
475 WEST
911+46.40 LT 26.62 TO
913+32.41 LT 15.00

CONCRETE FLATWORK,
4 INCH THICK REQ'D
475 WEST
911+69.79 RT 16.69 TO
913+03.80 RT 17.31 (2 FT WIDE)
1790 NORTH
944+20.51 LT 23.12 TO
944+59.59 LT 20.47

CONCRETE CURB AND
GUTTER TYPE B1 REQ'D
1790 NORTH
940+46.53 LT 15.50 TO
944+59.59 LT 15.50

CONCRETE CURB AND
GUTTER TYPE B1
RELEASE REQ'D
475 WEST
911+05.03 LT 14.71 TO
911+47.58 LT 14.53 TO
911+53.34 LT 14.50 TO
911+89.74 LT 14.50 TO
913+04.25 LT 14.50

TBC CURVE	CURB CURVE DATA				TBC RADIUS
	STA	OFF	STA	OFF	
A	911+68.74	14.50 LT	911+62.98	100.00 RT	114.5
B	911+68.74	14.50 RT	911+83.24	100.00 RT	114.5
C	911+72.77	14.50 RT	911+72.77	32.00 RT	85.5
D	910+97.92	19.62 RT	910+94.71	41.73 RT	17.5
E	943+44.12	15.50 RT	943+44.12	28.00 RT	22.5
F	943+48.62	28.00 RT	944+01.12	28.00 RT	12.5

SHEET NO. RD-11A	PROJECT: I-15: 1800 NORTH INTERCHANGE PROJECT NUMBER: S-115-8(157)336 PIN: 15682	UTAH DEPARTMENT OF TRANSPORTATION J-U-B ENGINEERS, INC. APPROVED: _____ PROFESSIONAL ENGINEER	1/3/2024 DATE	DRAWN BY: JBW QC CHECKED BY: SRP	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>APPROVED BY</th> <th>REMARKS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	APPROVED BY	REMARKS				
NO.	DATE	APPROVED BY	REMARKS										

EXHIBIT A

- STAMPED CONCRETE, 4 INCH THICK REQ'D
- UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")
- CONCRETE FLATWORK (SEE CALLOUTS FOR THICKNESS)
- ASPHALT CONCRETE DRIVEWAY REQ'D
- 4 INCH THICK REQ'D (6")
- UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6")

- STAMPED CONCRETE, 4 INCH THICK REQ'D
- SR-37 (1800 NORTH)
- 331+45.00 RT 45.50 TO
- 331+65.00 RT 49.50 TO
- 333+64.00 RT 49.50 TO
- 333+85.21 RT 53.40 TO
- 105+02.22 LT 31.50 (250 WEST)
- 334+30.26 RT 51.79 TO
- 334+94.29 RT 61.50 TO
- MATCH LINE RT 61.50
- 250 WEST
- 104+78.54 LT 28.46 TO
- MATCH LINE LT 24.76
- MATCH LINE RT 34.50 TO
- 104+79.04 RT 34.50

- CONCRETE CURB AND GUTTER TYPE B1 REQ'D
- SR-37 (1800 NORTH)
- MATCH LINE RT 45.50 TO
- 333+70.83 RT 45.50 TO
- 105+01.45 LT 27.34 TO
- MATCH LINE LT 20.80 (250 WEST)
- 250 WEST
- MATCH LINE RT 30.50 TO
- 104+78.36 RT 30.50 TO
- 334+94.29 RT 57.50 (SR-37 (1800 NORTH)) TO
- MATCH LINE RT 57.50

- CONCRETE SIDEWALK REQ'D
- SR-37 (1800 NORTH)
- MATCH LINE RT 51.50 TO
- 329+51.00 RT 51.50 TO
- 329+51.00 RT 52.66 TO
- 331+30.84 RT 52.66 TO
- 331+45.00 RT 52.66 TO
- 331+65.00 RT 54.50 TO
- 333+50.83 RT 54.50 TO
- 333+70.83 RT 61.50 TO
- 333+87.05 RT 74.99 TO
- 104+83.03 LT 41.13 (250 WEST) TO
- 104+77.91 LT 33.42 TO
- MATCH LINE LT 29.87
- 250 WEST
- MATCH LINE RT 42.72 TO
- 334+77.91 RT 87.98 (SR-37 (1800 NORTH)) TO
- 334+94.29 RT 73.50 TO
- MATCH LINE RT 73.50

- PERPENDICULAR/PARALLEL PEDESTRIAN ACCESS RAMP REQ'D
- SR-37 (1800 NORTH)
- 333+75.98 RT 45.91
- 334+04.70 RT 82.43
- 334+63.58 RT 79.36
- 334+82.39 RT 59.76

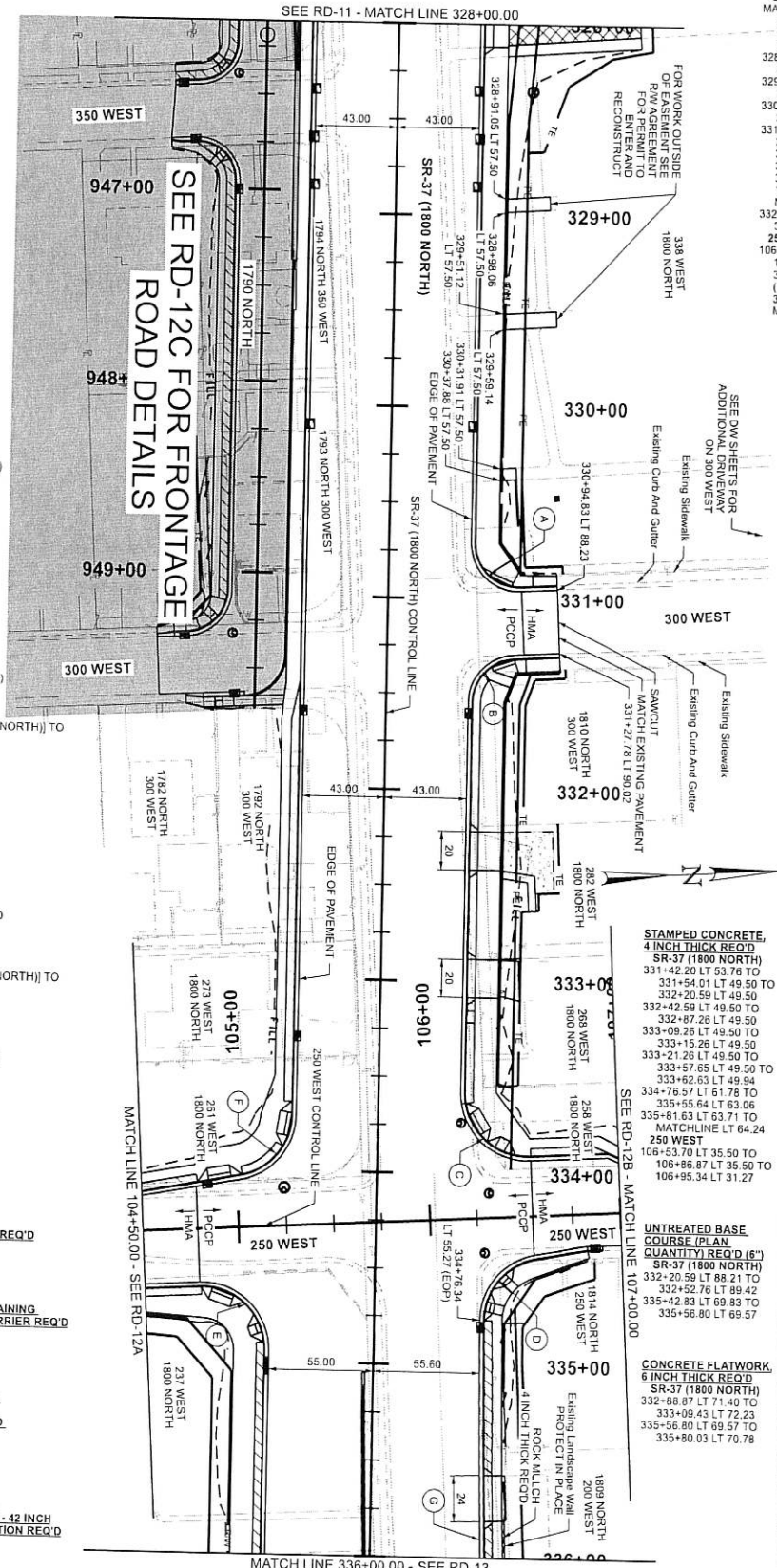
- PLOWABLE END SECTION REQ'D
- SR-37 (1800 NORTH)
- 335+11.52 RT 5.13

- CONCRETE CURB TYPE B5 REQ'D (BACK TO BACK)
- SR-37 (1800 NORTH)
- 335+11.52 RT 5.13 TO
- MATCH LINE RT 3.12

- STEPPED BARRIER TO RETAINING WALL/32 INCH F-SHAPE BARRIER REQ'D (SEE DT-STR SHEETS)
- SR-37 (1800 NORTH)
- MATCH LINE TO
- 328+25.00 RT 53.97

- CAST-IN-PLACE CONCRETE CONSTANT SLOPE BARRIER - 42 INCH STEPPED MEDIAN BARRIER REQ'D
- SR-37 (1800 NORTH)
- 328+26.00 RT 54.07 TO
- 329+25.00 RT 53.50

- CAST-IN-PLACE CONCRETE CONSTANT SLOPE BARRIER - 42 INCH TRAILING SLOPED END SECTION REQ'D
- SR-37 (1800 NORTH)
- 329+26.00 RT 53.50 TO
- 329+51.00 RT 53.50



- CONCRETE SIDEWALK REQ'D
- SR-37 (1800 NORTH)
- MATCH LINE LT 57.50 TO
- 330+70.88 LT 57.50 TO
- 330+87.36 LT 66.90 TO
- 330+87.29 LT 87.82
- 328+69.51 LT 80.40 (MATCH EXISTING) TO
- 328+96.50 LT 80.82 (MATCH EXISTING) TO
- 329+49.28 LT 85.04 (MATCH EXISTING) TO
- 329+57.24 LT 85.51 (MATCH EXISTING) TO
- 330+31.34 LT 65.34 (MATCH EXISTING) TO
- 330+37.29 LT 65.76 (MATCH EXISTING) TO
- 331+37.08 LT 90.53 TO
- 331+38.35 LT 67.15 TO
- 331+54.02 LT 61.50 TO
- 333+57.65 LT 61.50 TO
- 333+81.12 LT 79.28 TO
- 106+90.29 LT 40.50 (250 WEST) TO
- MATCH LINE LT 35.03
- 332+44.34 LT 79.10 TO
- 332+62.55 LT 80.18
- 250 WEST
- 106+82.70 RT 23.00 TO
- 106+52.02 RT 32.50 TO
- 334+76.10 LT 80.11 (SR-37 (1800 NORTH)) TO
- 334+76.27 LT 66.77 TO
- MATCH LINE LT 69.25

- CONCRETE CURB AND GUTTER TYPE B1 REQ'D
- SR-37 (1800 NORTH)
- MATCH LINE LT 45.50 TO
- 330+70.89 LT 45.50 TO
- 330+93.36 LT 69.22 TO
- 330+92.33 LT 88.09
- 331+30.27 LT 90.16 TO
- 331+31.54 LT 66.78 TO
- 331+54.01 LT 45.50 TO
- 333+57.65 LT 45.50 TO
- 106+53.70 LT 31.50 (250 WEST) TO
- 106+94.29 LT 31.50 TO
- 106+95.34 LT 31.27 TO
- MATCH LINE LT 28.94
- 250 WEST
- 106+89.90 RT 19.31 TO
- 106+82.24 RT 19.30 TO
- 106+55.47 RT 22.64 TO
- 334+76.35 LT 57.77 (SR-37 (1800 NORTH)) TO
- MATCH LINE LT 60.24

- CONCRETE CURB APWA TYPE P REQ'D
- SR-37 (1800 NORTH)
- 330+37.30 LT 65.76 LT TO
- 330+61.20 LT 67.46

- CONCRETE MONO SIDEWALK AND CURB - 6 FT WIDE REQ'D
- SR-37 (1800 NORTH)
- 328+11.74 LT 127.94 TO
- 328+16.73 LT 57.50





- PERPENDICULAR/PARALLEL PEDESTRIAN ACCESS RAMP REQ'D
- SR-37 (1800 NORTH)
- 330+91.27 LT 58.47
- 331+32.83 LT 60.42
- 333+74.51 LT 50.21
- 333+86.84 LT 63.70
- 334+53.93 LT 26.45
- 334+69.16 LT 58.51

- CONCRETE DRIVEWAY FLARED, 6 INCH THICK REQ'D
- SR-37 (1800 NORTH)
- 330+69.89 LT 26.42
- 332+31.59 LT 43.00
- 332+96.26 LT 43.00
- 335+68.80 LT 56.87

TBC CURVE	PC		CC		PT		TBC RADIUS
	STA	OFF	STA	OFF	STA	OFF	
A	330+70.89	45.50 LT	330+70.89	69.00 LT	330+93.36	69.22 LT	22.5
B	331+31.54	66.78 LT	331+54.01	68.00 LT	331+54.01	45.50 LT	22.5
C	333+57.65	45.50 LT	333+57.65	79.00 LT	333+90.10	79.77 LT	32.5
D	334+44.06	84.49 LT	334+67.65	90.27 LT	334+76.35	57.77 LT	32.5
E	334+61.84	91.84 RT	334+94.29	90.00 RT	334+94.29	57.50 RT	32.5
F	333+70.83	45.50 RT	333+70.83	78.00 RT	334+02.79	72.08 RT	32.5
G	334+76.35	57.77 LT	334+18.42	1800/00 LT	336+28.87	61.19 LT	5946.5

SHEET NO. RD-12	PROJECT	I-15: 1800 NORTH INTERCHANGE	APPROVED	UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
	PROJECT NUMBER	S-115-8(157)336		PRJ	15682	JU-B ENGINEERS, INC.	DATE
	ROADWAY		PROFESSIONAL ENGINEER	DATE	1/3/2024	DRAWN BY	JBW
				QC CHECKED BY	SRP	NO	DATE
				APPROVED BY		REMARKS	

EXHIBIT A

-  STAMPED CONCRETE, 4 INCH THICK REQ'D
-  UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6')
-  ASPHALT CONCRETE DRIVEWAY REQ'D (7 INCH REQ'D) (3')
-  UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6')

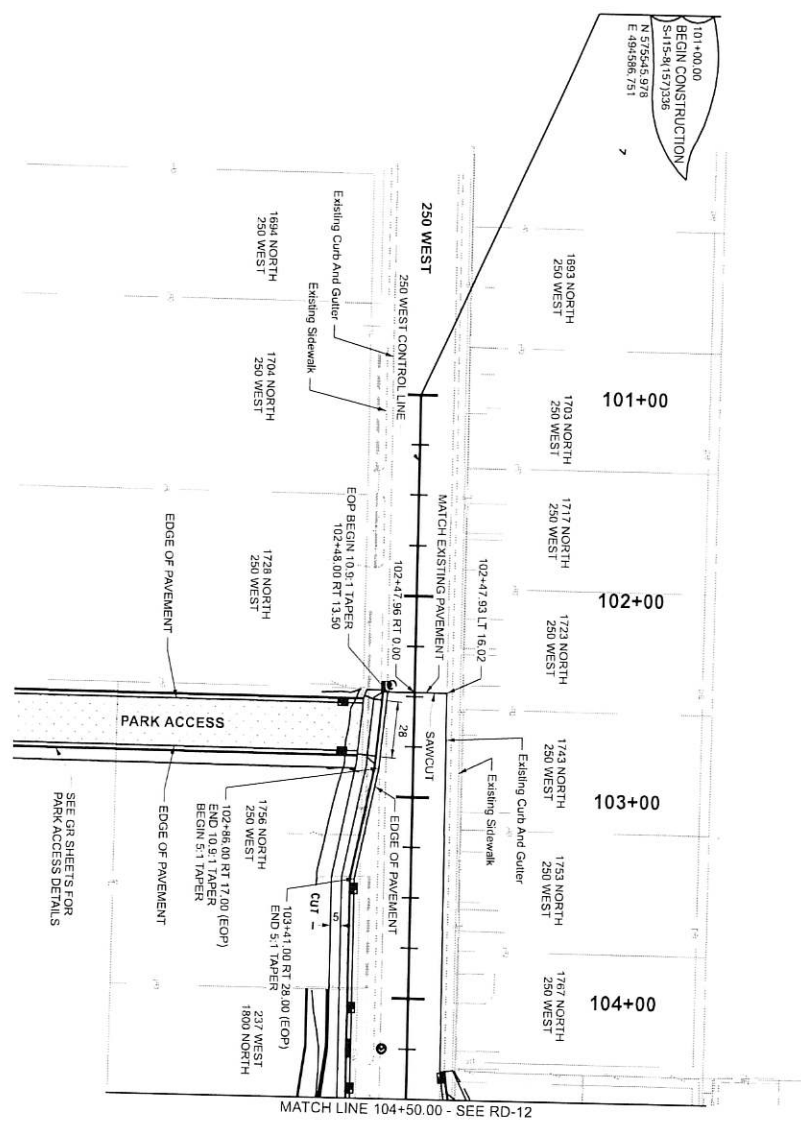
CONCRETE CURB AND GUTTER TYPE B1 REQ'D 250 WEST
 102+47.77 RT 15.99 TO
 102+85.64 RT 19.48 TO
 103+40.94 RT 30.50 TO
 MATCH LINE RT 30.50

CONCRETE SIDEWALK REQ'D 250 WEST
 102+47.05 RT 23.80 TO
 102+51.03 RT 25.33 TO
 102+84.35 RT 28.40 TO
 103+36.74 RT 39.28 TO
 103+39.74 RT 39.43 TO
 104+25.05 RT 39.50 TO
 MATCH LINE RT 42.72

CONCRETE DRIVEWAY FLARED, 7 INCH THICK REQ'D 250 WEST
 102+66.20 RT 15.18

STAMPED CONCRETE, 4 INCH THICK REQ'D 250 WEST
 102+60.60 RT 23.03 TO
 103+40.85 RT 34.50 TO
 MATCH LINE RT 34.50

NOTES:
 1. SEE DW SHEETS FOR DRIVEWAY DETAILS.
 2. SEE GR SHEETS FOR INTERSECTION GRADING DETAILS.



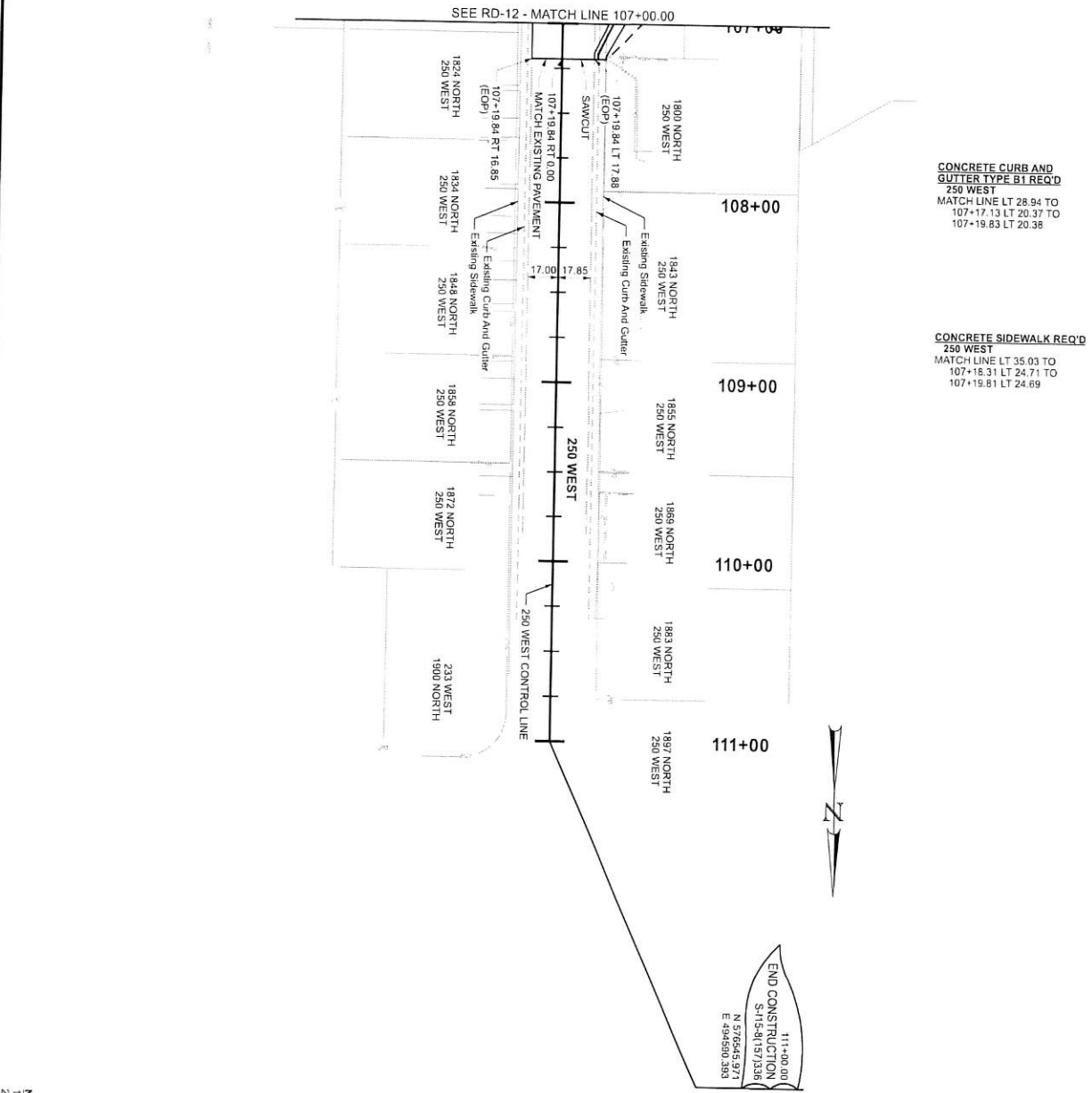
CONCRETE CURB AND GUTTER TYPE B1 REQ'D 250 WEST
 104+35.68 LT 18.98 TO
 MATCH LINE LT 20.80

CONCRETE SIDEWALK REQ'D 250 WEST
 104+35.18 LT 22.95 TO
 104+49.43 LT 29.80 TO
 MATCH LINE RT 29.87

PROJECT	I-15; 1800 NORTH INTERCHANGE		UTAH DEPARTMENT OF TRANSPORTATION J-U-B ENGINEERS, INC.		REVISIONS			
	PROJECT NUMBER	S-115-8(157)336			PIN	15682	NO.	DATE
ROADWAY			APPROVED	DATE	DRAWN BY	QC CHECKED BY		
			PROFESSIONAL ENGINEER	1/3/2024	JBW	SRP		

SHEET NO. RD-12A

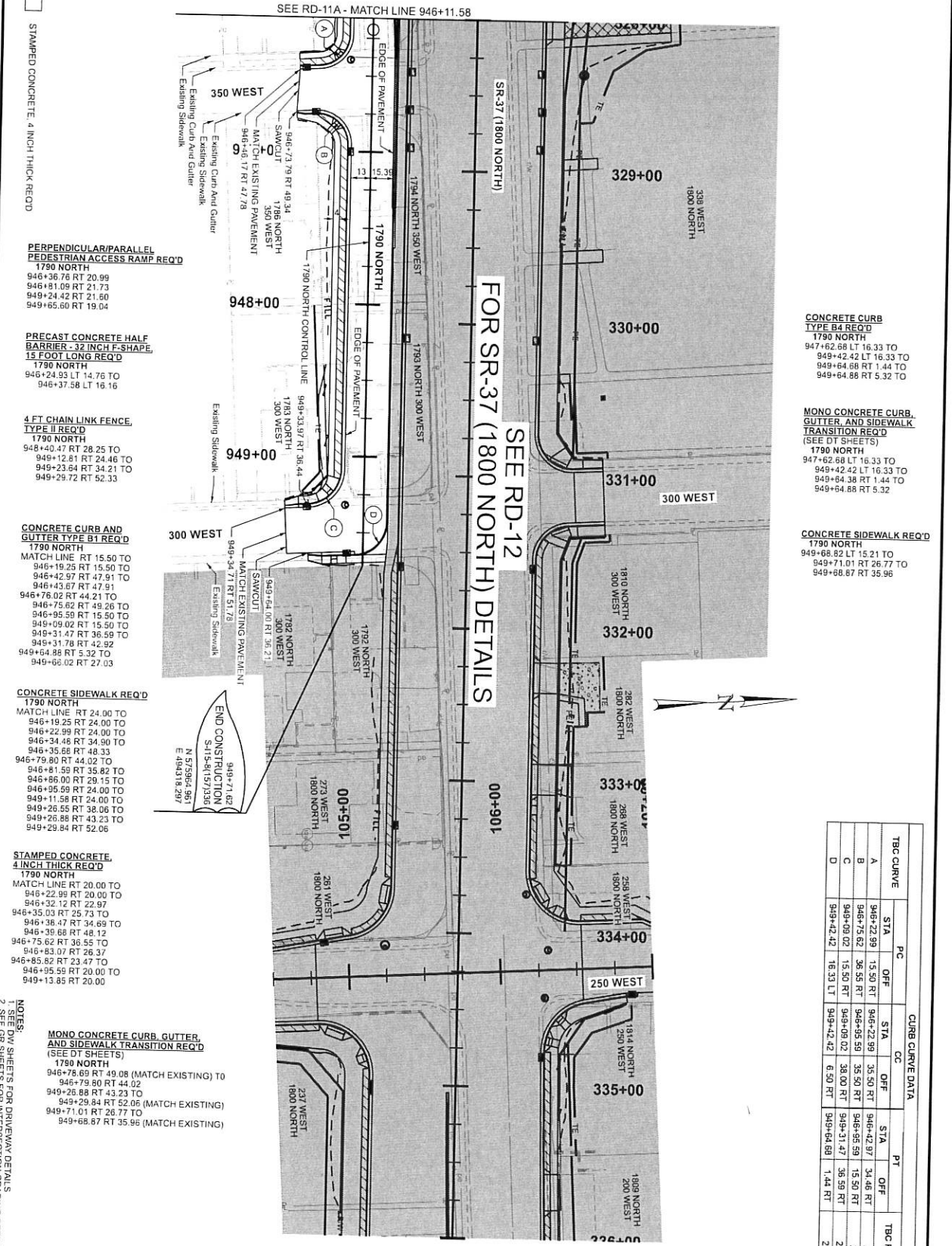
EXHIBIT A



NOTES:
 1. SEE DW SHEETS FOR DRIVEWAY DETAILS
 2. SEE GR SHEETS FOR INTERSECTION GRADING DETAILS

SHEET NO. RD-12B	PROJECT	I-15: 1800 NORTH INTERCHANGE		UTAH DEPARTMENT OF TRANSPORTATION J-U-B ENGINEERS, INC.				REVISIONS					
	PROJECT NUMBER	S-115-8(157)336	PH					15682	APPROVED	DRAWN BY	JBW	QC CHECKED BY	SRP
	ROADWAY			PROFESSIONAL ENGINEER	1/3/2024	DATE							

EXHIBIT A



SEE RD-11A - MATCH LINE 946+11.58

PERPENDICULAR/PARALLEL PEDESTRIAN ACCESS RAMP REQ'D
1790 NORTH
946+36.76 RT 20.99
946+81.09 RT 21.73
949+24.42 RT 21.60
949+65.60 RT 19.04

PRECAST CONCRETE HALF BARRIER - 32 INCH F-SHAPE, 15 FOOT LONG REQ'D
1790 NORTH
946+24.93 LT 14.76 TO
946+37.58 LT 16.16

4 FT CHAIN LINK FENCE, TYPE II REQ'D
1790 NORTH
948+40.47 RT 28.25 TO
949+12.81 RT 24.46 TO
949+23.64 RT 34.21 TO
949+29.72 RT 52.33

CONCRETE CURB AND GUTTER TYPE B1 REQ'D
1790 NORTH
MATCH LINE RT 15.50 TO
946+19.25 RT 15.50 TO
946+42.97 RT 47.91 TO
946+43.67 RT 47.91
946+76.02 RT 44.21 TO
946+75.82 RT 48.26 TO
946+95.50 RT 15.50 TO
949+09.02 RT 15.50 TO
949+31.47 RT 36.59 TO
949+31.78 RT 42.32
949+64.86 RT 5.32 TO
949+66.02 RT 27.03

CONCRETE SIDEWALK REQ'D
1790 NORTH
MATCH LINE RT 24.00 TO
946+19.25 RT 24.00 TO
946+22.99 RT 24.00 TO
946+34.86 RT 34.90 TO
946+35.88 RT 48.33
946+79.80 RT 44.02 TO
946+81.59 RT 35.82 TO
946+86.00 RT 29.15 TO
946+95.59 RT 24.00 TO
949+11.59 RT 24.00 TO
949+26.55 RT 38.06 TO
949+26.88 RT 43.23 TO
949+29.84 RT 52.06

STAMPED CONCRETE, 4 INCH THICK REQ'D
1790 NORTH
MATCH LINE RT 20.00 TO
946+22.99 RT 20.00 TO
946+32.12 RT 22.97
946+35.03 RT 25.73 TO
946+38.47 RT 34.69 TO
946+39.68 RT 48.12
946+75.62 RT 36.55 TO
946+83.07 RT 26.37
946+85.82 RT 23.47 TO
946+95.59 RT 20.00 TO
949+13.65 RT 20.00

NOTES:
1. SEE DWY SHEETS FOR DRIVEWAY DETAILS
2. SEE GR SHEETS FOR INTERSECTION GRADING DETAILS

MONO CONCRETE CURB, GUTTER, AND SIDEWALK TRANSITION REQ'D
(SEE DT SHEETS)
1790 NORTH
946+76.69 RT 49.08 (MATCH EXISTING) TO
946+79.80 RT 44.02
946+26.88 RT 43.23 TO
949+29.84 RT 52.06 (MATCH EXISTING)
949+71.01 RT 26.77 TO
949+68.87 RT 35.96 (MATCH EXISTING)

CONCRETE CURB TYPE B4 REQ'D
1790 NORTH
947+62.68 LT 16.33 TO
949+42.42 LT 16.33 TO
949+64.86 RT 1.44 TO
949+64.86 RT 5.32 TO

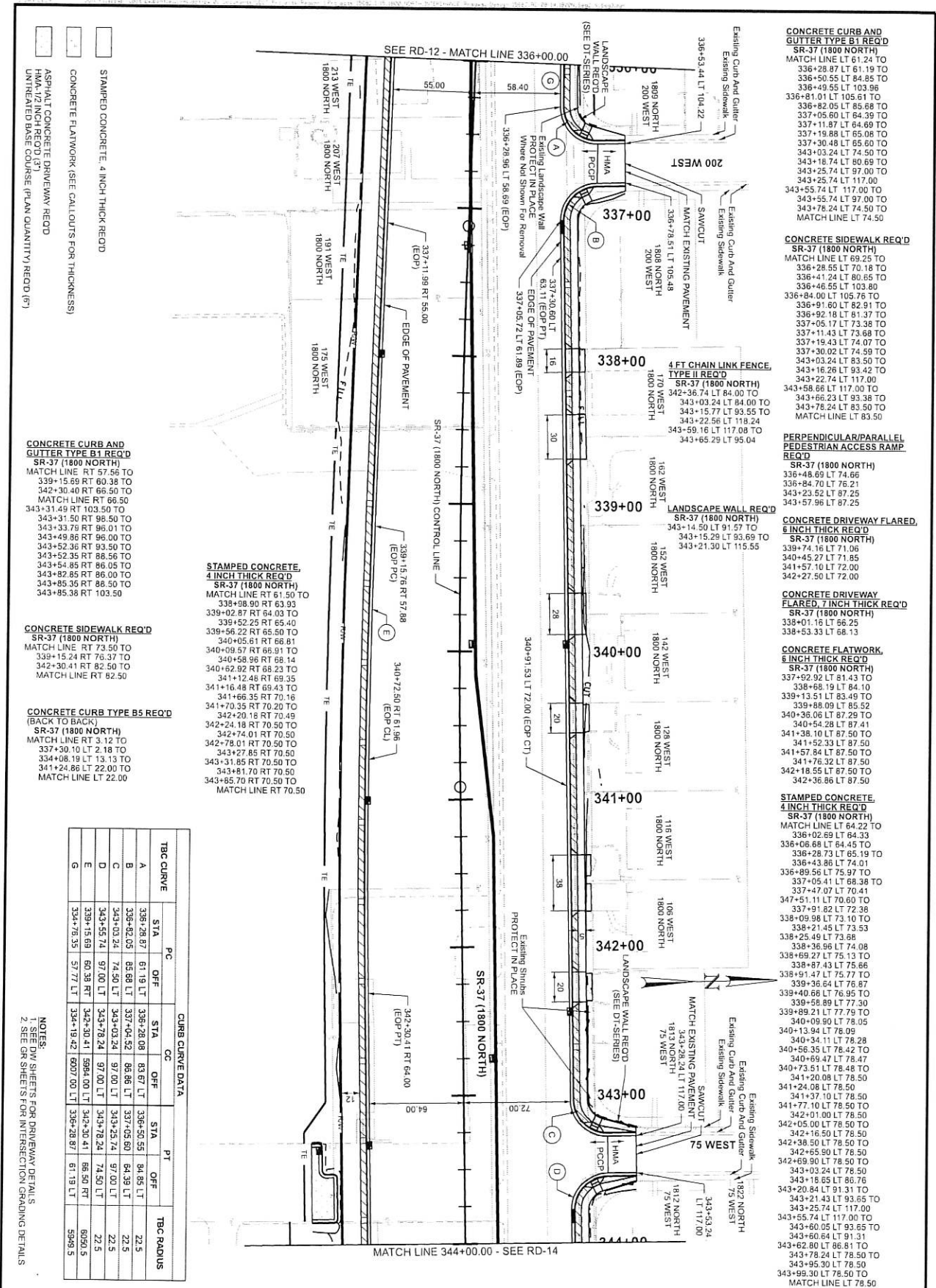
MONO CONCRETE CURB, GUTTER, AND SIDEWALK TRANSITION REQ'D
(SEE DT SHEETS)
1790 NORTH
947+62.68 LT 16.33 TO
949+42.42 LT 16.33 TO
949+64.86 RT 1.44 TO
949+64.86 RT 5.32

CONCRETE SIDEWALK REQ'D
1790 NORTH
949+68.82 LT 15.21 TO
949+71.01 RT 26.77 TO
949+68.87 RT 35.96

TBC CURVE	CURB CURVE DATA						TBC RADIUS	
	STA	PC	OFF	STA	CC	OFF		STA
A	946+22.99	15.50 RT	946+22.99	35.50 RT	946+42.97	34.48 RT	20	
B	946+75.62	36.55 RT	946+95.59	35.50 RT	946+95.59	15.50 RT	20	
C	949+08.02	15.50 RT	949+09.02	38.00 RT	949+31.47	36.59 RT	22.5	
D	949+42.42	16.33 LT	949+42.42	6.50 RT	949+64.80	1.44 RT	22.8	

PROJECT	I-15; 1800 NORTH INTERCHANGE		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
PROJECT NUMBER	S-115-8(157)336	PIN	15682	J-U-B ENGINEERS, INC.		
ROADWAY			APPROVED	DRAWN BY	JBW	
			PROFESSIONAL ENGINEER	CHECKED BY	SRP	
			DATE	1/3/2024		
			NO	DATE	APPROVED BY	REMARKS

EXHIBIT A



- STAMPED CONCRETE, 4 INCH THICK RECD
- CONCRETE FLATWORK (SEE CALLOUTS FOR THICKNESS)
- ASPHALT CONCRETE DRIVEWAY RECD
- HMA-1/2 INCH RECD (3")
- UNGRAVELLED BASE COURSE (PLAN QUANTITY) RECD (6")

- CONCRETE CURB AND GUTTER TYPE B1 RECD**
 SR-37 (1800 NORTH)
 MATCH LINE RT 61.24 TO
 339+15.69 RT 60.38 TO
 342+30.40 RT 66.50 TO
 MATCH LINE RT 66.50
 343+31.49 RT 103.50 TO
 343+31.50 RT 98.50 TO
 343+33.79 RT 96.01 TO
 343+49.86 RT 96.00 TO
 343+52.36 RT 93.50 TO
 343+52.35 RT 88.56 TO
 343+54.85 RT 86.05 TO
 343+82.85 RT 86.00 TO
 343+85.35 RT 86.50 TO
 343+85.38 RT 103.50

- CONCRETE SIDEWALK RECD**
 SR-37 (1800 NORTH)
 MATCH LINE RT 73.50 TO
 339+15.24 RT 76.37 TO
 342+30.41 RT 82.50 TO
 MATCH LINE RT 82.50

- CONCRETE CURB TYPE B5 RECD**
 (BACK TO BACK)
 SR-37 (1800 NORTH)
 MATCH LINE RT 3.12 TO
 337+30.10 LT 2.18 TO
 334+08.19 LT 13.13 TO
 341+24.86 LT 22.00 TO
 MATCH LINE LT 22.00

- STAMPED CONCRETE, 4 INCH THICK RECD**
 SR-37 (1800 NORTH)
 MATCH LINE RT 61.50 TO 30
 338+98.90 RT 63.93
 339+02.87 RT 64.03 TO
 339+52.25 RT 65.40
 339+56.22 RT 65.50 TO
 340+05.61 RT 66.81
 340+09.57 RT 66.91 TO
 340+58.98 RT 68.14
 340+62.92 RT 68.23 TO
 341+12.48 RT 69.35
 341+16.48 RT 69.43 TO
 341+66.35 RT 70.16
 341+70.35 RT 70.20 TO
 342+20.18 RT 70.49
 342+24.18 RT 70.50 TO
 342+74.01 RT 70.50
 342+78.01 RT 70.50 TO
 343+27.85 RT 70.50
 343+31.85 RT 70.50 TO
 343+81.70 RT 70.50
 343+85.70 RT 70.50 TO
 MATCH LINE RT 70.50

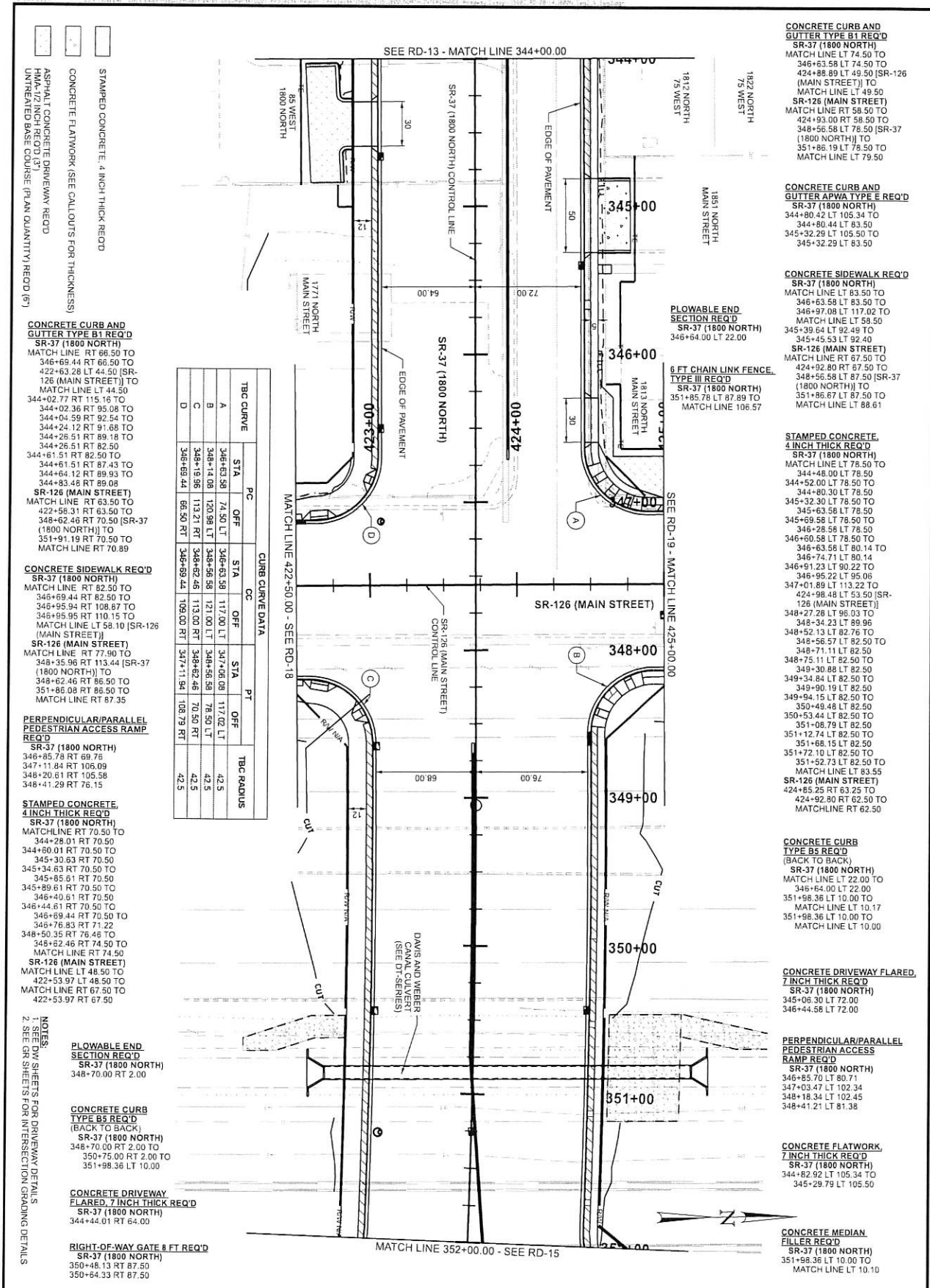
CURB CURVE DATA											
TBC CURVE	STA	OFF	STA	OFF	STA	OFF	TBC RADIUS				
A	338+28.67	61.19	338+28.08	83.67	336+50.55	84.95	22.5				
B	338+82.05	85.08	337+04.52	86.86	337+05.80	84.39	22.5				
C	343+03.24	74.50	343+03.24	97.00	343+25.74	84.39	22.5				
D	343+55.74	97.00	343+78.24	97.00	343+78.24	74.50	22.5				
E	339+15.69	60.38	342+30.41	99.84	342+30.41	66.50	8050.5				
G	334+78.35	57.77	334+18.42	8007.00	336+28.87	61.19	5848.5				

NOTES:
 1. SEE SHEETS FOR DRIVEWAY DETAILS
 2. SEE SHEETS FOR INTERSECTION GRADING DETAILS

- CONCRETE CURB AND GUTTER TYPE B1 RECD**
 SR-37 (1800 NORTH)
 MATCH LINE LT 61.24 TO
 336+28.87 LT 61.19 TO
 336+50.55 LT 84.85 TO
 336+49.55 LT 103.96
 336+81.01 LT 105.61 TO
 336+82.05 LT 88.68 TO
 337+05.60 LT 64.39 TO
 337+11.87 LT 64.69 TO
 337+19.88 LT 65.08 TO
 337+30.48 LT 65.50 TO
 343+03.24 LT 74.50 TO
 343+18.74 LT 80.69 TO
 343+25.74 LT 97.00 TO
 343+25.74 LT 117.00 TO
 343+55.74 LT 97.00 TO
 343+78.24 LT 74.50 TO
 MATCH LINE LT 74.50
- CONCRETE SIDEWALK RECD**
 SR-37 (1800 NORTH)
 MATCH LINE LT 69.24 TO
 336+28.85 LT 70.18 TO
 336+41.24 LT 80.65 TO
 336+46.55 LT 103.80
 336+84.00 LT 105.76 TO
 336+91.60 LT 82.91 TO
 336+92.18 LT 81.37 TO
 337+05.17 LT 73.38 TO
 337+11.43 LT 73.68 TO
 337+19.43 LT 74.07 TO
 337+30.02 LT 74.59 TO
 343+03.24 LT 83.50 TO
 343+16.26 LT 93.42 TO
 343+22.74 LT 117.00
 343+58.66 LT 117.00 TO
 343+66.23 LT 93.38 TO
 343+78.24 LT 83.50 TO
 MATCH LINE LT 83.50
- PERPENDICULAR/PARALLEL PEDESTRIAN ACCESS RAMP RECD**
 SR-37 (1800 NORTH)
 336+48.69 LT 74.66
 336+84.70 LT 76.21
 343+23.52 LT 87.25
 343+57.96 LT 87.25
- CONCRETE DRIVEWAY FLARED, 6 INCH THICK RECD**
 SR-37 (1800 NORTH)
 339+74.16 LT 71.06
 340+45.27 LT 71.85
 341+57.10 LT 72.00
 342+27.50 LT 72.00
- CONCRETE DRIVEWAY FLARED, 7 INCH THICK RECD**
 SR-37 (1800 NORTH)
 338+01.15 LT 66.25
 338+53.33 LT 68.13
- CONCRETE FLATWORK, 6 INCH THICK RECD**
 SR-37 (1800 NORTH)
 337+92.92 LT 81.43 TO
 338+68.19 LT 84.10
 339+13.51 LT 83.48 TO
 339+88.09 LT 85.52
 340+36.06 LT 87.29 TO
 340+54.28 LT 87.41
 341+38.10 LT 87.50 TO
 341+52.33 LT 87.50
 341+57.84 LT 87.50 TO
 341+76.32 LT 87.50
 342+18.55 LT 87.50 TO
 342+36.86 LT 87.50
- STAMPED CONCRETE, 4 INCH THICK RECD**
 SR-37 (1800 NORTH)
 MATCH LINE LT 64.22 TO
 336+02.69 LT 84.38
 336+06.68 LT 84.45 TO
 336+28.73 LT 65.19 TO
 336+43.86 LT 74.01
 336+89.56 LT 75.37 TO
 337+05.41 LT 68.38 TO
 337+47.07 LT 70.41
 347+51.11 LT 70.60 TO
 337+91.82 LT 72.38
 338+09.98 LT 73.10 TO
 338+21.45 LT 73.53
 338+25.49 LT 73.68
 338+36.96 LT 74.08
 338+69.27 LT 75.13 TO
 338+87.43 LT 75.66
 338+91.47 LT 75.77 TO
 339+36.64 LT 76.87
 339+40.68 LT 76.95 TO
 339+58.89 LT 77.30
 339+89.21 LT 77.79 TO
 340+09.90 LT 78.05
 340+13.94 LT 78.09
 340+34.11 LT 78.28
 340+56.35 LT 78.42 TO
 340+69.47 LT 78.47
 340+73.51 LT 78.48 TO
 341+20.08 LT 78.50
 341+24.08 LT 78.50
 341+37.10 LT 78.50
 341+77.10 LT 78.50 TO
 342+01.00 LT 78.50
 342+05.00 LT 78.50 TO
 342+16.50 LT 78.50
 342+38.50 LT 78.50 TO
 342+65.50 LT 78.50
 342+69.90 LT 78.50 TO
 343+03.24 LT 78.50
 343+16.65 LT 86.76
 343+20.84 LT 91.31 TO
 343+21.43 LT 93.65 TO
 343+25.74 LT 117.00
 343+55.74 LT 117.00 TO
 343+60.05 LT 93.65 TO
 343+60.84 LT 91.31 TO
 343+62.80 LT 86.81 TO
 343+78.24 LT 78.50 TO
 343+95.30 LT 78.50
 343+99.30 LT 78.50 TO
 MATCH LINE LT 78.50

PROJECT	I-15: 1800 NORTH INTERCHANGE		UTAH DEPARTMENT OF TRANSPORTATION		REVISONS	
PROJECT NUMBER	S-115-B(157)336	PIN	15682	J-U-B ENGINEERS, INC.		
ROADWAY			APPROVED	DATE	DRAWN BY	JBW
				1/3/2024	CHECKED BY	SRP
			PROFESSIONAL ENGINEER		DATE	APPROVED BY
					REMARKS	

EXHIBIT A



- 1 STAMPED CONCRETE, 4 INCH THICK REQ'D
- 2 CONCRETE FLATWORK (SEE CALLOUTS FOR THICKNESS)
- 3 ASPHALT CONCRETE DRIVEWAY REQ'D
- 4 HMA-1(1/2 INCH REQ'D) (3')
- 5 UNTREATED BASE COURSE (PLAN QUANTITY) REQ'D (6')

- CONCRETE CURB AND GUTTER TYPE B1 REQ'D**
 SR-37 (1800 NORTH)
 MATCH LINE RT 66.50 TO 346+69.44 RT 66.50 TO 422+63.28 LT 44.50 (SR-126 (MAIN STREET)) TO MATCH LINE LT 44.50
 344+02.77 RT 115.16 TO 344+02.36 RT 95.08 TO 344+04.59 RT 92.54 TO 344+24.12 RT 91.69 TO 344+26.51 RT 89.18 TO 344+26.51 RT 82.50
 344+61.51 RT 82.50 TO 344+61.51 RT 87.43 TO 344+64.12 RT 89.93 TO 344+83.48 RT 89.08
 SR-126 (MAIN STREET)
 MATCH LINE RT 63.50 TO 422+56.31 RT 63.50 TO 348+62.46 RT 70.50 (SR-37 (1800 NORTH)) TO 351+91.19 RT 70.50 TO MATCH LINE RT 70.89

- CONCRETE SIDEWALK REQ'D**
 SR-37 (1800 NORTH)
 MATCH LINE RT 82.50 TO 346+69.44 RT 82.50 TO 346+95.94 RT 108.87 TO 346+95.94 RT 110.15 TO MATCH LINE LT 58.10 (SR-126 (MAIN STREET)) TO SR-126 (MAIN STREET)
 MATCH LINE RT 77.90 TO 348+35.96 RT 113.44 (SR-37 (1800 NORTH)) TO 348+62.46 RT 86.50 TO 351+86.08 RT 86.50 TO MATCH LINE RT 87.35

- PERPENDICULAR/PARALLEL PEDESTRIAN ACCESS RAMP REQ'D**
 SR-37 (1800 NORTH)
 346+85.78 RT 69.76
 347+11.84 RT 106.89
 348+20.61 RT 105.58
 348+41.29 RT 76.15

- STAMPED CONCRETE, 4 INCH THICK REQ'D**
 SR-37 (1800 NORTH)
 MATCHLINE RT 70.50 TO 344+28.01 RT 70.50 TO 345+30.83 RT 70.50 TO 345+34.83 RT 70.50 TO 345+85.61 RT 70.50 TO 345+89.61 RT 70.50 TO 346+40.51 RT 70.50 TO 346+46.51 RT 70.50 TO 346+69.44 RT 70.50 TO 346+76.83 RT 71.22 TO 348+50.35 RT 76.46 TO 348+62.46 RT 74.50 TO MATCH LINE RT 74.50
 SR-126 (MAIN STREET)
 MATCH LINE LT 48.50 TO 422+53.97 LT 48.50 TO MATCH LINE RT 67.50 TO 422+53.97 RT 67.50

- PLOWABLE END SECTION REQ'D**
 SR-37 (1800 NORTH)
 348+70.00 RT 2.00

- CONCRETE CURB TYPE B5 REQ'D (BACK TO BACK)**
 SR-37 (1800 NORTH)
 348+70.00 RT 2.00 TO 350+75.00 RT 2.00 TO 351+98.36 LT 10.00

- CONCRETE DRIVEWAY FLARED, 7 INCH THICK REQ'D**
 SR-37 (1800 NORTH)
 344+44.01 RT 64.00

- RIGHT-OF-WAY GATE 8 FT REQ'D**
 SR-37 (1800 NORTH)
 350+48.13 RT 87.50
 350+84.33 RT 87.50

TBC CURVE		PC		CC		PT		TBC RADIUS	
STA	OFF	STA	OFF	STA	OFF	STA	OFF		
A	346+63.58	74.50	LT	346+63.58	117.00	LT	347+68.08	117.02	42.5
B	348+14.08	120.98	LT	348+56.58	121.00	LT	348+56.58	78.50	42.5
C	346+19.98	113.21	RT	348+62.46	113.00	RT	348+62.46	70.50	42.5
D	346+19.44	66.50	RT	346+69.44	109.00	RT	347+11.84	108.79	42.5

CURB CURVE DATA
 MATCH LINE 422+50.00 - SEE RD-18

- CONCRETE CURB AND GUTTER TYPE B1 REQ'D**
 SR-37 (1800 NORTH)
 MATCH LINE LT 74.50 TO 346+63.58 LT 74.50 TO 424+88.89 LT 48.50 (SR-126 (MAIN STREET)) TO MATCH LINE LT 49.50
 SR-126 (MAIN STREET)
 MATCH LINE RT 58.50 TO 424+93.00 RT 58.50 TO 348+56.58 LT 78.50 (SR-37 (1800 NORTH)) TO 351+86.19 LT 78.50 TO MATCH LINE LT 79.50

- CONCRETE CURB AND GUTTER APWA TYPE E REQ'D**
 SR-37 (1800 NORTH)
 344+80.42 LT 105.34 TO 344+80.44 LT 83.50
 345+32.29 LT 105.50 TO 345+32.29 LT 83.50

- CONCRETE SIDEWALK REQ'D**
 SR-37 (1800 NORTH)
 MATCH LINE LT 83.50 TO 346+63.58 LT 83.50 TO 348+97.08 LT 117.02 TO MATCH LINE LT 59.50
 345+39.68 LT 92.49 TO 345+45.53 LT 92.40
 SR-126 (MAIN STREET)
 MATCH LINE RT 67.50 TO 424+82.80 RT 67.50 TO 348+56.58 LT 87.50 (SR-37 (1800 NORTH)) TO 351+86.67 LT 87.50 TO MATCH LINE LT 88.61

- STAMPED CONCRETE, 4 INCH THICK REQ'D**
 SR-37 (1800 NORTH)
 MATCH LINE LT 78.50 TO 344+48.00 LT 78.50 TO 344+52.00 LT 78.50 TO 344+80.30 LT 78.50 TO 345+32.30 LT 78.50 TO 345+63.58 LT 78.50 TO 345+69.58 LT 78.50 TO 346+28.58 LT 78.50 TO 346+60.58 LT 78.50 TO 346+63.58 LT 80.14 TO 346+74.71 LT 80.14 TO 346+91.23 LT 90.22 TO 346+95.22 LT 95.08
 347+01.89 LT 113.22 TO 424+98.48 LT 53.50 (SR-126 (MAIN STREET)) TO 348+27.28 LT 96.03 TO 348+34.23 LT 89.96
 348+52.13 LT 82.76 TO 348+56.57 LT 82.50 TO 348+71.11 LT 82.50 TO 348+75.11 LT 82.50 TO 349+30.88 LT 82.50 TO 349+90.19 LT 82.50 TO 349+84.15 LT 82.50 TO 350+48.48 LT 82.50 TO 350+53.44 LT 82.50 TO 351+08.79 LT 82.50 TO 351+12.74 LT 82.50 TO 351+66.15 LT 82.50 TO 351+72.10 LT 82.50 TO 351+52.73 LT 82.50 TO MATCH LINE LT 83.55
 SR-126 (MAIN STREET)
 424+85.25 RT 63.25 TO 424+82.80 RT 62.50 TO MATCHLINE RT 62.50

- CONCRETE CURB TYPE B5 REQ'D (BACK TO BACK)**
 SR-37 (1800 NORTH)
 MATCH LINE LT 22.00 TO 346+64.00 LT 22.00 TO 351+98.36 LT 10.00 TO MATCH LINE LT 10.17
 351+98.36 LT 10.00 TO MATCH LINE LT 10.00

- CONCRETE DRIVEWAY FLARED, 7 INCH THICK REQ'D**
 SR-37 (1800 NORTH)
 345+05.30 LT 72.00
 346+44.58 LT 72.00

- PERPENDICULAR/PARALLEL PEDESTRIAN ACCESS RAMP REQ'D**
 SR-37 (1800 NORTH)
 346+85.70 LT 80.71
 347+03.47 LT 102.34
 348+18.34 LT 102.45
 348+41.21 LT 81.38

- CONCRETE DRIVEWAY FLARED, 7 INCH THICK REQ'D**
 SR-37 (1800 NORTH)
 344+82.92 LT 105.34 TO 345+28.79 LT 105.50

- CONCRETE DRIVEWAY FLARED, 7 INCH THICK REQ'D**
 SR-37 (1800 NORTH)
 344+82.92 LT 105.34 TO 345+28.79 LT 105.50

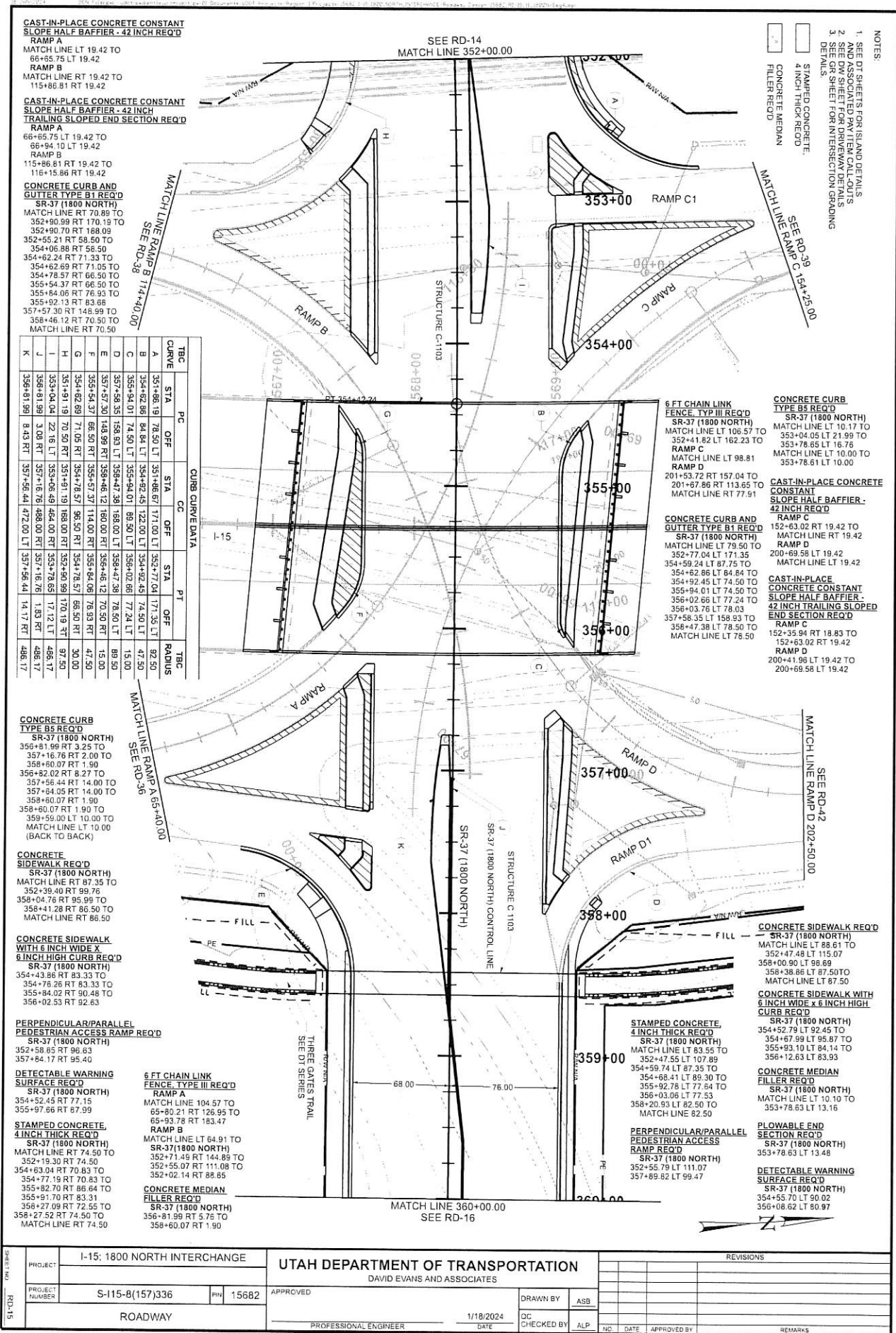
- CONCRETE DRIVEWAY FLARED, 7 INCH THICK REQ'D**
 SR-37 (1800 NORTH)
 344+82.92 LT 105.34 TO 345+28.79 LT 105.50

- CONCRETE DRIVEWAY FLARED, 7 INCH THICK REQ'D**
 SR-37 (1800 NORTH)
 344+82.92 LT 105.34 TO 345+28.79 LT 105.50

- CONCRETE DRIVEWAY FLARED, 7 INCH THICK REQ'D**
 SR-37 (1800 NORTH)
 344+82.92 LT 105.34 TO 345+28.79 LT 105.50

PROJECT	I-15: 1800 NORTH INTERCHANGE		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
	S-115-B(157)336		J-U-B ENGINEERS, INC.			
PROJECT NUMBER	15682	APPROVED	DRAWN BY	JBW		
ROADWAY		PROFESSIONAL ENGINEER	CHECKED BY	SRP		
		DATE	1/3/2024	NO.	DATE	APPROVED BY
						REMARKS

EXHIBIT A



PROJECT	I-15: 1800 NORTH INTERCHANGE	
PROJECT NUMBER	S-115-8(157)336	PK 15682
ROADWAY	ROADWAY	

UTAH DEPARTMENT OF TRANSPORTATION		DAVID EVANS AND ASSOCIATES	
APPROVED	DATE	DRAWN BY	ASB
PROFESSIONAL ENGINEER	1/18/2024	QC CHECKED BY	ALP

REVISIONS	
NO.	DATE

RESOLUTION NO. 2024-25

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

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

Whereas, the City having determined that the financial, legal and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the City, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein; and

Whereas, the City hereby agrees to permit the Grantee to construct, operate and maintain a cable system in the City, subject to the terms and provisions of the City's generally applicable ordinances governing the streets and rights of way of the City; and

Whereas, the City hereby agrees that, provided the Grantee is in compliance with all generally applicable City codes and ordinances, this Franchise Agreement shall be effective for a period of five (5) years from and after the Effective Date; and

Whereas, Comcast hereby agrees to occupy the rights of way in accordance with the terms and provisions of Utah state law and the City's generally applicable ordinances governing the streets and rights of way of the City; and

Whereas, Comcast shall at all times maintain insurance and shall provide the City with certificates of insurance in accordance with local right-of-way requirements, as currently in effect and as may be subsequently amended; and

Whereas, Comcast shall pay a franchise fee to the City for the privilege of operating in the City's rights of way in a manner consistent with the provisions of the Cable Act, as now in effect and as may be subsequently amended from time to time. The franchise fee shall be in an amount equal to five percent (5%) of annual gross revenues received from the operation of the cable system to provide cable service in the City; and

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

Approved and adopted by the Sunset City Council this 20th day of August, 2024.

Scott Wiggill, Mayor

Attest:

Nicole Supp, Recorder

CABLE TELEVISION FRANCHISE AGREEMENT

By And Between

CITY OF SUNSET, UTAH

And

COMCAST OF WASATCH, INC.

THIS FRANCHISE AGREEMENT (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Sunset, Utah (hereinafter, the "City"), a Utah municipal corporation located in Davis County, and Comcast of Wasatch, Inc. (hereinafter, "Grantee"), this _____ day of _____, 20__ (the "Effective Date").

The City, having determined that the financial, legal and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the City, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. Sections 521 *et seq.* (the "Cable Act"), Utah state law, and applicable local ordinances, as amended from time to time.

Article I – Franchise Hereby Granted

a. The City hereby agrees to permit the Grantee to construct, operate and maintain a cable system in the City, subject to the terms and provisions of the City's generally applicable ordinances governing the streets and rights of way of the City.

b. The City hereby agrees that, provided the Grantee is in compliance with all generally applicable City codes and ordinances, this Franchise Agreement shall be effective for a period of five (5) years from and after the Effective Date.

Article II – Operations within the City's Rights of Way

a. The Grantee hereby agrees to occupy the rights of way in accordance with the terms and provisions of Utah state law and the City's generally applicable ordinances governing the streets and rights of way of the City.

b. The Grantee shall at all times maintain insurance and shall provide the City with certificates of insurance in accordance with local right-of-way requirements, as currently in effect and as may be subsequently amended. Said certificates of insurance shall name the City and its elected and appointed officers, officials, agents and employees as additional insureds.

Article III – Franchise Fee

a. The Grantee shall pay a franchise fee to the City for the privilege of operating in the City's rights of way in a manner consistent with the provisions of the Cable Act, as now in effect and as may be

subsequently amended from time to time. The franchise fee shall be in an amount equal to five percent (5%) of annual gross revenues received from the operation of the cable system to provide cable service in the City, and shall be made on a quarterly basis, and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. The City hereby agrees that the total franchise fee, as interpreted under the Cable Act, shall not exceed the greater of the percentage of fees any other video service provider, under state authorization or otherwise, providing service in the Franchise Area pays to the City.

b. As used in this agreement, gross revenue means the cable service revenue derived by the Grantee from the operation of the cable system in the City's rights of way to provide cable services, calculated in accordance with Generally Accepted Accounting Principles. Gross revenues shall also include such revenue sources from the provision of cable service as may now exist or hereafter develop from or in connection with the operation of the cable system within the City, provided that such revenues, fees, receipts, or charges may lawfully be included in the gross revenue base for purposes of computing the City's permissible franchise fee under the Cable Act, as may be amended from time to time.

c. Within three years of a franchise fee payment, the City may conduct an audit of the franchise fee payment. Any audit shall be conducted in accordance with generally applicable auditing standards.

Article IV – Cable Communications Policy Act of 1984

Nothing in this Agreement shall be construed to limit, in any way, the Grantee's rights or responsibilities under the Cable Communication Policy Act of 1984, as amended and the renewal of this Agreement shall be governed by that Act.

Article V – Customer Service Standards

Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable Communication Policy Act of 1984 and associated Federal Communications Commissions rules thereunder, as amended from time to time. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with that Act.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

CITY OF SUNSET, UTAH:

COMCAST OF WASATCH, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Nicole Supp <nsupp@sunset-ut.com>

Franchise Agreement Between Sunset and Comcast

Dustin Ericson <DEricson@dainesjenkins.com>
To: Nicole Supp <nsupp@sunset-ut.com>

Thu, Aug 8, 2024 at 4:53 PM

Nicole,

Franchise Agreements are a product of the legislature allowing quasi-monopolies with certain utility providers, comcast included. Every few years, the utility is required to have a new franchise agreement with each municipality wherein the utility provides services. These agreements spell out the terms for which the City receives payment from Comcast for Comcast's use of the City rights of way. The City has very little ability to request changes to these.

A few years ago, in one of the other municipalities I represent, the City Manager would not agree to sign Rocky Mountain Power's franchise agreement, and they threatened to discontinue service in the City, which would have left the entire city without power. Thus, there is little Sunset can do to push back against the terms of this Agreement.

All of that said, this is a very standard franchise agreement, which is the same that almost every city in Utah has with Comcast.

I advise that the Mayor signs this Agreement.

Thanks,

Dustin D. Ericson

Daines & Jenkins, LLP

108 North Main Street

Logan, Utah 84321

(435) 753-4000

(435) 753-4002 (Facsimile)



CONFIDENTIALITY NOTE:

This email message may contain confidential information that is legally privileged. If you are not the intended recipient, do not read this email.

SOCIAL MEDIA PUBLIC-FACING POLICY

- Social Media Terms and Conditions
 - Sunset City (the “City”) uses social media as a platform to build communication and trust with the public and provide information regarding our community and local activities.
 - As a municipal corporation and a public entity, the City will comply with federal and state laws and has set forth the following terms and conditions. Any individual accessing or interacting with any City social media site (the “User”) accepts, without limitation, and agrees to follow these terms and conditions. The City maintains the right to change these terms and conditions at any time in its sole discretion and without notice.
 - The User is also subject to any terms of use of the social media platform provider (“Provider”). The City has no control over a Provider’s terms of use, content, commercial advertisements, or other postings produced by the Provider that may appear on a social media site as part of the Provider’s environment.
- Moderation of Third-Party Content
 - The City is not responsible for, and does not necessarily endorse, support, sanction, encourage, verify, or agree with, third-party comments, messages, posts, opinions, advertisements, videos, promoted content, external hyperlinks, linked websites (or the information, products, or services contained therein), statements, commercial products, processes, or services posted on any social media site.
 - The City's social media sites serve as a limited public forum and all content published is subject to preservation and disclosure in accordance with the Utah Governmental Records Access and Management Act (GRAMA). Posted content (comments, photos, links, or other material, referred to hereafter as “Comments”) must relate to the discussion of City programs, services, projects, issues, events, or activities.
 - The City's social media properties are public, meaning all Comments are publicly visible and accessible by search engines. In following the law, there may be times when what some people perceive to be offensive comments left by members of the public will remain visible on our social media posts, if such comments are legally protected speech. Users should consider that City social media feeds may be viewed by children and other impressionable people. Please avoid profanity, slurs, personal attacks, bullying, or use of false information.

- Comments posted on this account will not be edited by the City. While the City has no duty to do so, the City reserves the right to remove or hide any Comments that do not relate to City business, including Comments that:
 - Incite or promote violence or illegal activities;
 - Contain or link to obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value;
 - Expressly encourage or advocate our agency to illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class;
 - Contain spam or links to malware and/or malicious content that affect the normal functioning of a computer system, server, or browser;
 - Contain a hyperlink to any website other than those controlled by City. This will be done without regard to the viewpoint of the comment containing such a link or the content of the site to which the link redirects;
 - Are duplicate comments posted repeatedly within a short period of time;
 - Containing actual defamation against a specifically named person or organization, either as determined by a court or comments that are patently defamatory by easily discovered facts; or
 - Violate a legal ownership interest of any person, including improper use of a trademark or copyrighted material.
- The City may suspend, terminate, or ban Users and/or those committing violations of these terms and conditions. The City may also refer and work with the applicable Provider and the appropriate authorities to review and or pursue certain violations.
- The City will not accept service or submission of any claim, demand, informal or formal complaint, or any other form of legal and/or administrative notice or process through City social media sites. Users seeking to properly serve the City with notice of any legal action or complaint must follow proper civil procedures as outlined by federal, state or local ordinance.
- The City may occasionally post links to third-party sites when the City determines that general information could be helpful. Please note this does not in any way constitute an official endorsement of the site or company, and it does not mean the City has performed a comprehensive validation of the content.

- Content Ownership
 - Materials produced and posted to social media by the City are the property of the City. The City retains the copyright to all text, graphic images, and other content produced by the City. The City makes no warranty that information is free of copyright claims or other restrictions on free use. Commercial use is prohibited.
 - Users who choose to Comment on the City's social media sites, warrant and represent they are the copyright owner of the content or that the copyright owner of the content has granted permission to use such content consistent with the manner and purpose used. Using the City's social media sites to distribute unauthorized copies of copyrighted material, including photos, artwork, text, recordings, designs, computer programs, or derivative works of such programs is strictly prohibited, subject to removal, liability, and prosecution. Infringement on any party's copyright, patent, trademark, trade secret, intellectual property, or other proprietary rights, or right of publicity or privacy is strictly prohibited and is the User's sole responsibility.
 - Please note that by posting comments, posts, tagged photos, videos, ideas, or any other content on the City's social media sites, Users are granting the City non-exclusive, worldwide rights to republish, redistribute, or otherwise use this content (including your name, profile photo, likeness, and social media handle or other publicly shared information) in perpetuity in any way the City deems appropriate. Therefore, Users should not submit any ideas or materials they wish to keep confidential or for which they expect to receive compensation.
- Monitoring
 - The City's social media sites are monitored by City employees to support compliance with these terms and conditions. Please do not expect a response. If you want to communicate with a City official or employee, please contact the individual directly.
 - The City does not guarantee Comments are monitored regularly, and therefore, Users should not use this account to contact or provide notice to the City about dangerous conditions. If a dangerous condition exists, please contact the police department, fire department, public works, or other relevant City departments. If there is an emergency, contact 911.
- Disclaimers
 - The Social Media Terms and Conditions are a supplement to, not a replacement of the established City Communications Policy.

- The City does not guarantee the completeness or accuracy of any information posted on a social media platform. The City may suspend or discontinue using a social media platform at any time without notice. The information posted is provided on an “as is” basis and the User assumes the risk of use or reliance on such information. The City, its officers, employees, or agents are not liable for any injury or damages resulting from viewing, distributing, or copying materials on this account, including without limitation, liability for indirect, special, incidental, or consequential damages.
- Users fully release the City from all claims that may arise regarding the use of or participation on the social media sites or the use, accessing, or posting of the content. Users agree that any claim or dispute relating to any content on a City social media site shall be construed in accordance with the laws of the State of Utah without regard to its conflict of law’s provisions and you agree to be bound and shall be subject to the exclusive jurisdiction of the state or federal courts located in the State of Utah.

PERSONNEL POLICIES AND PROCEDURES – SECTION 21

SUNSET CITY SOCIAL MEDIA POLICY

- 21.1.1 Definition of Social Media - Social media includes websites and applications that allow users to create and distribute content to an audience in a way that allows for two-way communication. The types of content and examples of services to which this policy applies include, but are not limited to:
- a. Media Sharing - Examples: TikTok, YouTube, Flickr, iTunes
 - b. Blogging/Microblogging - Examples: WordPress, Blogger, X (formerly known as Twitter)
 - c. Social Networking - Examples: Facebook, LinkedIn, Instagram
 - d. Social Bookmarking - Examples: Pinterest, Reddit
 - e. City email databases
- 21.2.1 Purpose - Sunset City Corporation's use of social media is guided by these three purposes:
1. Inform the public
 2. Recruit employees
 3. Build the community
- 21.3.1 Account Creation and Ownership - Social media accounts can only be created by making a request to the IT Department or the City Recorder's Office. Accounts created without going through this process are not authorized and will be deactivated, archived, and deleted at the discretion of the IT department or the City Recorder's Office. Authorized social media accounts are the property of Sunset City Corporation, and employees have no claim of ownership to the content or the followers. Employees who leave Sunset City Corporation are not authorized to post or moderate any content.
- 21.4.1 Content - Content should support one or more of the purposes outlined previously. Employees must follow the City's rules of information gathering and dissemination while participating in social media. These rules include all applicable federal and state laws, City ordinances and City policies and guidelines under this handbook or otherwise. As noted elsewhere in this Manual, all communication systems must be used in an appropriate, professional manner and must be directly job-related.
- 21.4.1.1 Sunset City Corporation's official social media accounts are to be regarded as a limited public forum for discussion of topics posted by Sunset City Corporation. The following content is prohibited:
- a. Posts and comments that violate federal or state law, City ordinance or policy, or host website policies.
 - b. Threatening, obscene, defamatory, or unprotected speech.
 - c. Misinformation
 - d. Confidential information about Sunset City Corporation employees, residents, elected officials, etc.

- e. Copyrighted material where the copyright is not owned by Sunset City Corporation and is not in the public domain or open resource.
- 21.4.1.2 The following statement shall be included in the appropriate profile field of every social media account that allows comments or public interaction: “This is a limited public forum. Sunset City will review all content and comments and will, at its discretion, remove insults or attacks; duplicate posts; illegal suggestions; advertisements, spam or solicitation; or any other content or comment deemed inappropriate or offensive.”
- 21.5.1 Cross Posting - Moderators manage their own departments’ social media pages and have access to the main Sunset City, Utah Facebook page. Content that is important to the larger Sunset City resident population should be posted on the main page in addition to department accounts. Content that is designed to engage but does not present new information to the public does not need to be shared on the main page.
- 21.5.1.1 Platform - X is best for sharing quick, concise updates. Facebook is best for sharing comprehensive information, and Instagram is best for sharing photos. Both Facebook and Instagram can be used for short video content.
- 21.5.1.2 Carefully consider the best platform for posting content. Material that informs the public about an event or opportunity may be shared on social media, but social media should never be the sole source of information. Content should generally direct viewers to the website for additional information and registration links. When links are included in the post, they should be links to the specific page or resource the viewer might need.
- 21.5.1.3 Content that is designed to engage but does not present new information to the public does not need to be included on the website. Examples include photos of activities, celebratory posts for holidays and special events, etc.
- 21.5.1.4 Your approach to social media content should not be one size fits all, as each platform has a different audience and platforms are continuing to evolve and change to meet the needs of our residents.
- a. DO cross-promote your content on all platforms your department uses.
 - b. DON’T just copy and paste content meant for Facebook to X, or Instagram to Facebook. Think about how best to optimize the message on each. For instance, hashtags are vital on Instagram and X but not Facebook. X has character limits, etc.
 - c. DO stay up to date with platform developments. New features are often launched on platforms. Pay attention to how they impact your engagement and how you may use them in the future.
 - d. DON’T jump on a new platform without authorization. New pages and accounts must be approved through the IT Steering Committee or the City Recorder’s Office.

- 21.6.1 Frequency - Social media platforms' algorithms determine how prominent a post will be in a viewer's feed. To help boost Sunset City pages in our viewers' feeds, each social media page should post regularly and as frequently as possible.
- 21.7.1 Know Your Audience - Part of managing a social media account is knowing when you should post.
- a. DO read the news daily. Knowing what's going on in Sunset City, the State of Utah, and the rest of the nation will give you a heads up on any big issues or what might be on your followers' minds. It may also help you decide content for the day, especially if Sunset City is in the news.
 - b. DO stay on top of trending topics.
 - c. DO have an awareness of holidays and important events. These should be marked on your content calendar.
 - d. DO pull any scheduled content if something tragic happens on the national or local state (e.g., a terrorist attack, school shooting, unexpected death of an important figure). Sometimes, you'll just need to wait a few hours until the dust clears to resume posting. Use your best judgment.
- 21.8.1 Moderation - Departments with social media accounts must enact procedures for responding to direct messages and comments from viewers, including who is responsible for responding, when a response is merited, and the acceptable timeframe for response.
- 21.9.1 Disallowing Comments - Sunset City does not allow comments on YouTube. Some other platforms have a feature to disallow comments on individual posts. This should be used sparingly and only with the approval of the Mayor's Office.
- 21.10.1 Responding to Comments - Moderators may respond to public comments at their discretion and according to department procedures, within the following guidelines:
1. Do not argue or debate. Responding factually to substantive questions is acceptable but engaging in debate is not.
 2. Clarify misunderstandings.
- 21.11.1 Editing Posts - Every effort should be made to ensure that content is accurate and timely before it is posted. Occasionally, a post may need to be edited to correct information that is inaccurate or has changed. In the interest of transparency, moderators may make edits to posts only if the update indicates that information has been corrected.
- 21.12.1 Hiding Posts or Content - Posts may be hidden only in very rare circumstances. If a post includes incorrect information or grammatical errors, the post should be updated according to the "Editing Posts" instructions.
- 21.12.2 Under no conditions are moderators authorized to delete comments. A request to hide a comment should be accompanied by a screenshot of the comment with any surrounding context. Comments that include any of the following may be hidden while the Mayor's Office considers permanently hiding the request.

- a. Content that is violent, vulgar, obscene, or profane.
- b. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, nationality, age, religion, gender, gender expression, sexual orientation, physical or mental disability, marital status, or status with regard to public assistance.
- c. Comments that threaten or defame any person or organization.
- d. The violation of the privacy of another individual, including but not limited to phone numbers, email addresses, residential addresses, or similar information without prior consent.
- e. Solicitations, advertisements, or endorsements of any financial, commercial, or non-governmental agency. Exceptions would be for featuring local businesses or other exceptions made by the City Recorder's office.
- f. Comments that suggest or encourage illegal activity.
- g. Multiple, successive off-topic posts by a single user.
- h. Repetitive posts copied and pasted by multiple users or any other forms of spamming.

21.12.3 The Mayor's Office may, at its discretion, authorize comments to remain hidden. If the Mayor's Office determines that the comment should remain visible, the moderator will "unhide" it immediately.

- a. Before hiding a post or comment, the moderator shall take a screenshot of it and any surrounding contextual material.
- b. Moderators shall document the hidden content in the "Log for Hidden Social Media" located in the Sunset City Official Social Media folder on the Admin drive. Note the date of deletion, the content that was deleted, and the rationale for removal (e.g., inappropriate content, unauthorized post, accidental sharing, etc.). Include screenshots of the content that was hidden.
- c. Retain the log and the associated posts as appropriate based on the records schedule; the only reason to retain past the records schedule would be for an investigation or litigation.

21.12.4 Any request by an individual to have their photograph removed should be documented and granted liberally.

21.13.1 Blocking Individuals - At no time should any City employee block a person from commenting on our sites without prior approval from the Mayor's Office in consultation with the City Attorney.

21.14.1 Public Records Laws - Sunset City social media accounts are subject to State of Utah public records laws, including, but not limited to, Utah Code Title 63G Chapter 2. The City Recorder is tasked with responding completely and accurately to any public records requests on social media sites. If the information requested is available on the social media site, referral of the requestor to the site will constitute compliance with the request. Content related to City business shall be maintained in an accessible format so that it can be produced in response to a request.

- 21.14.2 Utah State law and relevant Sunset City retention schedules apply to social media formats and social media content which has been removed. Unless otherwise addressed in a specific social media standards document, the department maintaining a site shall preserve records required to be maintained pursuant to a relevant records retention schedule for the required retention period on a City server or printed in a format that preserves the integrity of the original record and is easily accessible.
- 21.15.1 Personal Use of Social Media - Sunset City employees, elected officials, and those working on behalf of Sunset City who use social media in a personal capacity outside of the workplace, do not require approval to do so. However, Sunset City Corporation recognizes that these types of tools can sometimes blur the line between professional and personal lives and interactions.
- 21.15.2 Therefore, employees and City officials are reminded that, as representatives of Sunset City, their office or their department, they must avoid making posts or comments that bring discredit to Sunset City Corporation. Furthermore, employees and City officials must not discuss City or department-related information that is not considered public information, particularly when identifying themselves as employees or officials of Sunset City Corporation or when context may lead to that conclusion.
- 21.15.3 Sunset City prohibits the use of government logos, email addresses and websites on personal accounts. On employees' private social media accounts, employees must use labels to indicate that it is a private social media account (i.e. - "Private Facebook Page" or "Not an Official Page of Sunset City").
- 21.15.4 Any activity using Sunset City Corporation equipment (including access to the internet) is governed by the Use of City Electronic Communications Policy (Section 17). Standard of ethical behavior and other ethics policies are applicable, including those outlined in the Personnel Policies and Procedures Manual.
- 21.16.1 Guiding Principles - The following principles should be employed when using social media services in a non-official or personal capacity.
1. If employees identify themselves as Sunset City Corporation employees or City officials in the content they post, personal social media use must reflect well on Sunset City Corporation.
 2. Employees and officials should be aware that by sharing content from official City pages, they are opening their personal accounts to public records laws and GRAMA requests.
 3. Employees and officials who share City content to their personal pages shall encourage their followers to go to the original post to comment and engage with the City.
 4. Employees and officials may not share non-public information. The discussion of sensitive, proprietary, or classified information is strictly prohibited.

5. Employees must make it clear that they do not speak for the City and that their views don't reflect the City's views.
6. Employees have no expectation of privacy if they access social media using City information technologies, including devices and networks.
7. Employees must avoid using their titles or positions in any manner that would create an appearance that Sunset City Corporation sanctions or endorses their activities or those of another individual.
8. Employees must not claim to act on behalf of Sunset City Corporation without proper authority.