



Sunset City Corporation

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

CITY COUNCIL AGENDA REGULAR MEETING

PUBLIC NOTICE IS HEREBY GIVEN that the Sunset City Council will hold a regular meeting at 6:30 p.m. on Tuesday, October 1, 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 Rigley
- D. APPROVAL OF MINUTES –September 3, 2024
- E. PUBLIC COMMENTS

AGENDA ITEMS

- 1. Appoint and Give Oath of Office to New Officer Dylan Rayhill
- 2. Consider and Approve Use of City Key Access Cards in the Personnel Policies and Procedures
- 3. Mayor, Council and Department Head Reports
- 4. Adjourn Regular Session and Move into a Work Session

WORK SESSION ITEMS

- 1. Discuss RFP for Planning Services
- 2. 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 – September 27, 2024



Nicole Supp, Recorder

**Sunset City Corporation
City Council Minutes
September 3, 2024
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Minutes of a regular meeting held September 3, 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
Nakisha Rigley	Council Member
Nancy Smalling	Council Member

Excused:

Hope Thompson	Council Member
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City Employees Present:

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

Others Present:

Michael Lambert	County Commissioner Candidate
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The regular session was called to order at 6:32p.m. by Mayor Wiggill.

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

APPROVAL OF VOUCHERS

Final Pay Request for Brinkerhoff Excavating & Construction in the Amount of \$107,699.94 for the Total and Final Work Completed on the 1300 North Reconstruction Project. Council Member Carlson questioned if Director Monroe and the City Engineer signed off on the completion. Director Monroe confirmed.

Council Member Carlson made a motion to approve the voucher for Brinkerhoff Excavating & Construction in the Amount of \$107,699.94 for the Total and Final Work Completed on the 1300 North Reconstruction Project and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley and Smalling voting yes.

APPROVAL OF MINUTES: Council Member Rigley made a motion to approve the meeting minutes from August 20, 2024 as presented and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley and Smalling voting yes.

Public Comments: Michael Lambert, a resident of Layton City and a bipartisan unaffiliated candidate for county commissioner, introduced himself to the Council. He expressed his concerns about increasing divisiveness in politics and emphasized his belief in bipartisanship. Mr. Lambert discussed his background as a social worker and highlighted issues he cared about,

including mental health, children's issues, the older adult population, conservation issues, and air quality. He expressed he is available for questions and has a strong willingness to work together.

PUBLIC HEARING Council Member Bartling made a motion to approve move into the Public Hearing and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley and Smalling voting yes.

F. Public Hearing to Solicit Input from Sunset City Residents on Ordinance 2024-05 Removing Chapter 1-18-3 Social Media Policy: There were no comments.

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

Regular Meeting

1. **Consider and Approve Ordinance 2024-05 Removing Chapter 1-18-3 Social Media Policy:** Mayor Wiggill asked if there were any questions. There were none so he asked for a motion to approve Ordinance 2024-05.

Council Member Smalling made a motion to approve the Ordinance 2024-05 Removing the Social Media Policy and Council Member Rigley seconded the motion. The motion passed unanimously with a roll call vote from Council Members Bartling, Carlson, Rigley and Smalling all voting yes.

2. **Consider and Approve Awarding Alpine Excavating for the Waterline Project on 1800 North from 250 West, East across Central Park:** Director Monroe explained the project details, noting it was self-funded by the City and needed to be completed before UDOT's work began. He highlighted the bid of \$285,250 was significantly lower than UDOT's estimate of one million dollars. Director Monroe also explained while this covered the main waterline work, there would be additional costs for service line connections and tie-ins. Council Member Smalling inquired about the project's impact on traffic. Director Monroe assured the impact would be minimal, with most work occurring on property currently used by the jr. High and through the park. Council Member Carlson asked about Director Monroe's familiarity with Alpine Excavating. Director Monroe confirmed he was familiar with them and other reputable contractors who bid on the project. He stated the City Engineer was confident in all the contractors who submitted bids.

Council Member Carlson made a motion to award Alpine Excavating for the Waterline Project on 1800 N and Council Member Rigley seconded the motion. The motion passed unanimously with a roll call vote from Council Members Bartling, Carlson, Rigley and Smalling all voting yes.

3. **Mayor, Council and Department Head Reports:** Mayor Wiggill took a moment to acknowledge a recent accident on 1300 North. He expressed concern for the police officers who responded to the traumatic incident and offered thoughts and prayers for the affected family.

Council Member Carlson reported on the ongoing property appraisals related to the UDOT land acquisition on 1800 North. He also shared his observations from the recent North Davis Fire District's Truth in Taxation public hearing, noting there was a strong public support for the proposed tax increase to fund the Fire District properly.

Council Member Smalling provided an update on the upcoming Veterans Program. She mentioned Colonel Soma from the 19th Air Force was confirmed as the speaker. Council Member Smalling also discussed plans to give the event a more celebratory theme this year. She concluded by mentioning efforts to update the flags displayed in the Council chambers, including potentially redesigning the City flag.

Council Member Rigley reported the Youth City Council would be helping out with an event called Illumination this coming weekend, manning a booth. She explained that they would be doing a gratitude tree activity, where people could practice mindfulness by noting things they were grateful for. The event was to be held at Founders Park in Syracuse, starting at 5 PM, with fireworks scheduled for 9:30 PM. Council Member Rigley also provided an update on the upcoming Mental Health Fair, which was scheduled for the following weekend. She mentioned she had been working diligently to organize the event, contacting numerous people. Approximately 20 nonprofit organizations were expected to participate, including some new ones like Infertility Connections and the Legacy Initiative. She encouraged Council Members to attend the fair, which was set to run from 11 AM to 5:30 PM. Council Member Rigley noted she had a team of volunteers to help, so Council Members could simply come and enjoy the event. She also mentioned there would be therapy dogs present.

Council Member Smalling reported on the upcoming Fire Prevention Open House. She mentioned they had asked if the Youth Council would be willing to help out. Two events were scheduled: one on September 30 from 5 to 7 PM at Station 40, and another on October 2 from 5 to 7 PM at Station 41 in West Point. Council Member Smalling emphasized this would be a good opportunity for people to see the new Station 42.

Council Member Bartling highlighted the Illumination event, describing it as an awesome mental health-focused event put on by North Davis, culminating in an amazing firework show. He noted that all the fireworks involved was 100% donated. Council Member Bartling suggested promoting the event on the Sunset on the Go app to increase awareness. He had no other reports on his responsibilities but thanked Mr. Lambert for attending, recognizing that he had been at Clearfield's meeting the previous week.

Chief Jamison provided an update on the previous day's incident involving a fatality on the train tracks. He reported that they were about 75% confident in identifying the victim after a family from Sunset had reported their adult son missing. Chief Jamison explained this was the 16th or 17th such incident in Sunset alone, with him personally handling 14 of them. Chief Jamison then discussed the progress on the Safe Zone camera installation in the West parking lot. He showed the Council what the signs looked like and mentioned the cameras were waiting to be installed. He expected the system to go live the following week. Chief Jamison also addressed the recent resignation of an officer who had cited

mental health issues. Chief Jamison assured the Council the department had provided all available resources to the officer, but the individual had not utilized them. He emphasized this development might actually be beneficial for the City, as it removed a potential liability. Lastly, Chief Jamison reported on recent interviews to fill the vacant position. He requested approval from three Council Members to proceed with the hiring process for a promising candidate who was fully certified and eager to work in a small town. He received approval from three Council Members. Council Member Smalling asked about statistics regarding train-related incidents in their area. Chief Jamison explained the high number of incidents was due to the lack of stops or slowdowns in Sunset, with trains traveling at nearly 80 miles per hour through the area.

Recorder Supp reminded Council Members and staff to sign the Social Media Policy if they hadn't already done so. She also mentioned the ongoing Privacy Training for each staff member as well. Recorder Supp shared her upcoming attendance at the Records Day at the Utah League of Cities and Towns conference.

Mayor Wiggill expressed his approval of the Safe Zone implementation and its potential benefits for the community. He mentioned his efforts to get the blessing box repaired. Mayor Wiggill also praised the Fire District's work, noting the high volume of calls they handled last month: 37 total with 16 medical. Mayor Wiggill then proposed having an annual Truth in Taxation (TNT) meeting to regularly review and potentially adjust taxation, arguing this approach would be more palatable to residents than infrequent, large increases. Mayor Wiggill also addressed the ongoing issue of the proposed homeless shelter in Davis County. He recounted recent developments, including conflicting information provided at a COG meeting and subsequent decisions made about the shelter's location in North Salt Lake. Mayor Wiggill expressed his surprise and frustration with the process, emphasizing that he was not part of the decision-making committee.

Council Member Bartling reminded everyone about the upcoming National Day of Service on September 11 and encouraged participation in community activities.

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

The meeting adjourned at 7:13 p.m.

Approved – September 17, 2024

Scott Wiggill, Mayor

Nicole Supp, Recorder

SUNSET CITY CORPORATION
PERSONNEL POLICIES AND PROCEDURES - SECTION 18

PERSONAL USE OF PUBLIC PROPERTY:

18.1.1 Purpose – The City desires to ensure that City Employees are responsibly using City property according to Utah State law and in the best interests of Sunset City. This policy applies to all Sunset City employees, as well as Sunset City Elected Officials, contractors, consultants, volunteers, and others who perform a public function and are authorized to hold or use Sunset City property.

18.2.1 Definitions (as used in this Chapter):

- A. Authorized Personal Use of Public Property: The City authorizes limited personal use of public property by City employees if such use is too trivial or minor to merit consideration, incidental, and satisfies each of the following criteria:
1. Employee is authorized to use or possess the public property to fulfill job duties.
 2. Primary purpose of the use or possession of public property by employee is to fulfill job duties.
 3. Public value of use or possession of public property by employee substantially outweighs any personal benefit to the employee.
 4. Personal use or possession of public property by employee imposes little or no cost to the City.
 5. Personal use of City property is brief, limited in scope and of reasonable duration.
 6. Personal use of public property does not interfere with the use of the property for City business.
 7. Personal use of public property does not disrupt the performance of the employee's official duties.
 8. Personal use of public property does not create risk of liability or harm to the City, including reputational damage.
 9. Personal use of City property is not prohibited by law or by any City policy or ordinance.
- B. Incidental Use: Use of public property that is limited in scope, amount or extent, or that is uncommon or infrequent.
- C. Public Property: City property is any real or personal property acquired with tax, grant or governmental funds of any source. Property owned, held, controlled or managed by Sunset City remains the property of Sunset City at all times and the privilege to use City property may be revoked at any time. Any authorization for personal use of City property does not grant any employee any right to use the property nor create an expectation of privacy while using City property.

18.3.1 Policy:

18.3.2 The following is prohibited for any public property:

- A. Using public property for the personal gain or compensation of the employee.
- B. Using public property for an outside person, business, group or organization.
- C. Using public property to assist a campaign for election or other political gain.
- D. Loaning or transferring public property to another.
- E. Failure to keep public property in the employee's possession until returning it to the City.
- F. Knowingly keeping a false account or making a false entry or erasure in an inventory or an account relating to public property.
- G. Willfully refusing to relinquish public property on the order of a competent authority or when the relinquishment is required by law.

18.3.3 Personal use of City computers:

- A. Harassing, discriminatory and illegal activities are prohibited during personal use of City computers.
- B. Personal use of software and applications which disrupts or distracts the conduct of City business due to volume, timing or frequency is considered unacceptable use of City resources.
- C. The personal use of social networking applications such as, but not limited to, Facebook, Twitter, Instagram and LinkedIn is not permitted during work time.
- D. Office computers may be used at home by an employee since use of authorized software increases an employee's knowledge of the software. During such use, unauthorized software may not be installed or used on the computer. The computer is only to be used by Sunset City employees. Installation of employee personal printers must be pre-authorized.

18.3.4 Printers, Copiers and Fax Machines are primarily reserved for Sunset use; however, personal copies and printed materials can be made at a cost of five cents per page, paid to Sunset City. Long Distance charges incurred as a result of a personal fax transmission shall be paid to Sunset City.

18.3.5 Sunset City vehicles are provided to enable employees to complete required tasks efficiently and effectively. As a general rule, vehicles should remain locked in a secure location when not in use. Sunset City vehicles should not be used for non-City purposes or to transport people not employed by Sunset City, unless the authorized use requires the transport of people (i.e. police vehicles). Personal use of City vehicles is limited to incidental uses as defined in 18.2.1.

18.3.6 Use of City Key Access Cards:

- A. Cardholders must use their own cards to access company facilities. Sharing of cards is strictly prohibited.**
- B. Cards should be used to access only those areas for which the cardholder has been granted permission.**
- C. Cardholders must not allow unauthorized individuals to enter secure areas by "tailgating" or holding doors open.**

18.3.6.1 Cardholder Responsibilities:

- A. Cardholders are responsible for the safekeeping of their key access cards.**
- B. Cards must be kept secure and should not be left unattended.**
- C. Cards should not be altered, damaged, or defaced in any way.**
- D. Loss, theft, or damage to a card must be reported immediately to the Department Head.**

18.3.6.2 Lost or Stolen Cards

- A. Lost or stolen cards must be reported immediately to minimize security risks.**
- B. A replacement fee of \$25 will be charged for lost cards or cards damaged due to negligence.**
- C. The company reserves the right to waive this fee in extenuating circumstances.**

18.3.6.3 Return of Cards

- A. Cards must be returned to the Department Head upon termination of employment or contract.**
- B. Failure to return a card may result in a deduction of the replacement cost from the individual's final paycheck, where legally permissible.**

18.3.6.4 Monitoring and Audits

- A. The company reserves the right to monitor card usage for security purposes.**
- B. Periodic audits of card access may be conducted to ensure compliance with this policy.**

18.3.6.5 Disciplinary Action

- A. Violation of this policy may result in disciplinary action.**
- B. Serious breaches of security may also result in legal action.**



**REQUEST FOR PROPOSALS TO PLANNING SERVICES TO
SUNSET CITY**

SEPTEMBER 2024

Opening Date: Tuesday, September 24, 2024 8:00AM
Close of Question Date: Monday, October 07, 2024 5:00PM
Due Date: Monday, October 14, 2024 No Later Than 5:00PM
MST

REQUEST FOR PROPOSALS TO PROVIDE PLANNING SERVICES TO SUNSET CITY

A. NOTICE TO PROFESSIONALS

Sunset ("City") is seeking Proposals from qualified and experienced Planning professionals ("Consultant") to provide general and specialized planning services to Sunset for a one (1) year period with an option to renewal each following year based upon City Council approval.

The City intends to compare and evaluate all eligible submittals and select the most qualified firm(s) or professional(s) as outlined in this request.

This is a Request for Proposals (RFP) only and should not be interpreted as a solicitation for services or as a contract for services. Submittals should be comprehensive, concise, and directly responsive to the goals and format as outlined in this RFP.

B. SCOPE OF WORK

1. Services Requested

From time-to-time the Community Development and Building Department requires additional professional and technical expertise. The services rendered will include functioning as Sunset's primary planning consultant. The consultant will need to demonstrate professional experience in the following primary planning tasks:

- - Creating Processes for Building Plans
 - General Plan Updates
 - Housing
 - Neighborhood planning
 - Active transportation planning
 - Safety and security planning
- Urban design
- Site plan and development reviews
- Code updates and text amendments
- Travel demand, traffic & accessibility modeling
- Mapping and graphics production
- Feasibility studies and analysis
- Corridor and small area plans

The City may consider utilizing the consultant with special projects like sustainability and resilience planning, historical analysis, event planning, data collection services and analysis, economic development, and other land use services typical to municipal government.

2. Expectations

The Consultant shall provide a proposal as outlined in section C.6. The data produced by the

Consultant shall be the property of the City and made readily available to the City in PDF and native file formats as requested. Personnel involved shall possess the necessary professional skills and qualifications (including any licenses) to perform the required services. All work completed must follow federal and state laws, procedures and guidelines; and the selected firms shall be responsible for knowledge of and the compliance with all federal and state regulations. The Consultant is expected to be available for services in a timely manner and cost/time estimates shall be provided upon request. Night meeting attendance may be required from time to time as requested by the City to present material or receive public comments to City boards or public open house/input gathering sessions. Preference will be given to consultants who can provide services in-house for the primary planning tasks listed in B.1 of this document without using a 3rd party as a substitute.

3. Contract Terms

- a. It is anticipated that the terms of the contract will be for one (1) year from the date of entering with options to renew each year upon City Council approval.
- b. Neither this RFP nor a contract executed from this RFP ensures the winning proposer all Planning services for the City.

C. INSTRUCTIONS TO PROPOSERS

1. Compliance with City's Purchasing Policy

The City's Purchasing Policy can be provided upon request by the Sunset City Finance Department. The purpose of the Purchasing Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the City, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. It is the responsibility of the applicant to review, understand, and comply with all legal requirements set forth within the City's Purchasing Policy.

2. Procurement Timetable

The following timetable has been established for this RFP:

- Closing Time for Questions: 14 calendar days after original post date
- Closing Date and Time for Receipt of Proposals: 21 calendar days after post date
- Approximate Notice of Award: 14 calendar days after close date

3. Procedure

The procedure for responding to this RFP, evaluation of proposals, and selection of a consultant is as follows:

- a. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection C.2.
- b. The City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria contained in Subsection C.6.
- c. In-person or web presentations may be requested by the City from selected proposers.
- d. A Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be executed between the City and the selected Consultant.

4. Proposal Submission

- a. Submit a digital copy of the Proposal and appendices via email to nsupp@sunset-ut.com by the submission date no later than 5:00pm MST.

1. Hard Copies will be accepted and must be submitted to the City Recorder by the submission date no later than 5:00pm MST.

- b. The deadline for receipt of proposals is set forth in Section C.2. Late Proposals will not be accepted.
- c. Proposals must be complete in meeting the requirements of this RFP. Additional information provided after the deadline will not be considered unless specifically requested by Sunset.

5. Questions and Clarifications

- a. Firms will be notified via email from nsupp@sunset-ut.com of any substantive changes in the Proposal requirements.
- b. All questions shall be submitted via email to: nsupp@sunset-ut.com.
- c. All questions will be answered via email from: nsupp@sunset-ut.com.

6. Proposal Organization and Content

The comprehensive RFP response shall include all requested information and documentation. Incomplete proposals may be deemed non-responsive. Proposal shall contain no more than 8 pages single-sided, excluding transmittal letter, attachments, and resumes. The proposal response shall include the following:

- a. Transmittal letter: (not included in page count) The letter of transmittal shall be on official business letterhead and shall include the following:
 - A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP.
 - A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
 - Name of the key contact person with his/her title and telephone numbers and email addresses. Also, indicate if there is a backup contact person if the person signing the proposal is not available to take a call from the City.
- b. Service Approach (2 pages max): This section should describe the methodology and process proposed to be used to complete the Scope of Work defined in Section B.1. Describe outputs to be delivered and identify the advantages of the proposer to City. This section should also include specific exclusions.
- c. Qualifications and Experience (3 pages max): This section should describe the proposer's experience with municipal contracts of similar size and geography, including the individual team member's involvement in the specific projects described. Where applicable, work reference contacts should be included. Example project information, such as mapping produced and associated costs, screenshots, and other details for the identified work should be briefly included. Specifically, provide examples of public participation efforts utilized within the planning process.
- d. Unit Rate Evaluation (1 page max): Proposals shall include:
 - Billing rates for proposed personnel that will be working on tasks for Sunset.
 - Expected reimbursables and associated rates.
 - Project cost estimates.
 - Cost of using a 3rd party substitute.
 - Cost will be evaluated independently from the technical proposal.

7. Evaluation Criteria

Proposals will be based on the following criteria:

- a. Transmittal Letter (not scored but must be submitted): Complete information as requested.
- b. Service Approach (50%): This category evaluates the Consultant's understanding of the work to be performed, availability and response time to complete tasks, the technical approach to meet the City's needs, and the Consultant's plan for managing the work.
- c. Qualifications and Experience (25%): This category deals with the proposer's performance on similar prior local work. Experience relates to the overall assessment of the proposer's assigned personnel and previous experience with this type of work.
- d. Unit Rate Evaluation (25%): This category will evaluate the Consultant's value based on a provided unit costs for the range of professional services that include, but not limited to, Planning Professional, Urban Design Professional, Other Professional, Subconsultant Costs Mark-up, Other Direct Costs Mark-up, See Fee Schedule Example.

8. Web Presentation with In-Person Option

As part of the proposal evaluation process, selected proposers may be invited to make in-person or web presentations to the City and/or respond to staff questions. These presentations must be made by the same project team personnel who will be assigned to the contract should the proposer be awarded. The presentation will include one or two subject points chosen by the City at a later date and will be limited in time. The presentation grading criteria will be an equal weights distribution regarding bidders' quality and articulation of requested subject points.

9. Submittal Ownership

All proposals (and the information contained therein) shall become the property of the City. Proposers should carefully consider the items submitted before submitting items that would not be disposable to the proposer. Proposals submitted may be reviewed and evaluated by any person at the discretion of the City. No proposal shall be returned to the respondent regardless of the outcome of the selection process. The City follows the State of Utah GRAMA regulations in regard to personal and business information confidentiality.

10. Acceptance of Proposal

- a. Sunset intends to award the contract to a single firm. However, Sunset reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all proposals submitted pursuant to this request for proposals.
- b. The responding party agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

11. Withdrawal of Proposal

The proposal may be withdrawn upon request by the proposer, without prejudice, prior to, but not after, the time fixed to receive proposals.

12. Proposal Cost

Cost for developing proposals and making proposal presentations are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City.

13. Reservation of Rights

Sunset reserves rights to:

- a. Reject any and all Proposals received in response to this RFP.
- b. Waive or modify any irregularities in Proposals.
- c. Request additional information or modifications to Proposals prior to award if such is in the best interests of Sunset.
- d. Use any ideas submitted in the Proposals received, unless covered by legal patent or proprietary rights. Selection or rejection of the proposal does not affect this right.
- e. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified firms that submitted acceptable Proposals.
- f. Cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals.

14. Additional Resources

- a. See Sunset City's General Plan here:
https://drive.google.com/file/d/1RJ_5NXiPeCbQn0UcYGaM9XhAdPkmZaVU/view
- b. See Sunset Form Base Code here: <https://drive.google.com/file/d/1b7-tugwi-0c6HaMAkADcxTw4IAwUDDn-/view>
- c. See Sunset's Zoning Map here: <https://drive.google.com/file/d/1ItDK-Ng31oSHV4ld8Ynfiv2xSuztEia/view>

EXAMPLE

d. Fee Schedule Example

[illegible]

Professional Services Agreement for Planning Services

This Professional Services Agreement (the "Agreement") is made and entered into on [DATE], by and between Sunset City, Utah (the "City") and [CONSULTANT NAME] (the "Consultant").

1. Scope of Services

1.1 The Consultant shall provide planning services to the City as outlined in the Request for Proposals dated October __, 2024, which is incorporated by reference into this Agreement.

1.2 Services include, but are not limited to:

- Creating Processes for Building Plans
- General Plan Updates
- Housing
- Neighborhood planning
- Active transportation planning
- Safety and security planning
- Urban design
- Site plan and development reviews
- Code updates and text amendments
- Travel demand, traffic & accessibility modeling
- Mapping and graphics production
- Feasibility studies and analysis
- Corridor and small area plans

1.3 The Consultant may be requested to assist with special projects such as sustainability and resilience planning, historical analysis, event planning, data collection services and analysis, economic development, and other land use services typical to municipal government.

2. Term

2.1 The term of this Agreement shall be for one (1) year from the date of execution, with options to renew each year upon City Council approval.

3. Compensation

3.1 The City shall compensate the Consultant based on the billing rates provided in the Consultant's proposal, which is incorporated by reference into this Agreement.

3.2 The Consultant shall submit detailed invoices for services rendered, and the City shall pay such invoices within 30 days of receipt.

4. Consultant Responsibilities

4.1 The Consultant shall provide services in a timely manner and in accordance with professional standards.

4.2 The Consultant shall attend night meetings as requested by the City to present material or receive public comments.

4.3 The Consultant shall comply with all applicable federal and state laws, procedures, and guidelines.

4.4 The Consultant shall provide cost/time estimates upon request by the City.

5. Ownership of Work Product

5.1 All data, documents, and materials produced by the Consultant under this Agreement shall be the property of the City and shall be provided to the City in PDF and native file formats as requested.

6. Independent Contractor

6.1 The Consultant is an independent contractor and not an employee of the City. The Consultant shall be responsible for all taxes, insurance, and other obligations related to its status as an independent contractor.

7. Insurance

7.1 The Consultant shall maintain professional liability insurance and general liability insurance in amounts acceptable to the City throughout the term of this Agreement.

8. Termination

8.1 Either party may terminate this Agreement with 30 days' written notice to the other party.

8.2 The City may terminate this Agreement immediately for cause if the Consultant fails to perform its obligations under this Agreement.

9. Non-Exclusivity

9.1 This Agreement does not guarantee the Consultant all Planning services for the City. The City reserves the right to engage other consultants for planning services.

10. Governing Law

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11. Entire Agreement

11.1 This Agreement, along with the incorporated Request for Proposals and Consultant's proposal, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUNSET CITY, UTAH

By: _____

Its: _____

[CONSULTANT NAME]

By: _____

Its: _____

Attest:

By: _____

Nicole Supp, Recorder