



# Sunset City Corporation

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

Mayor:  
Scott Wiggill  
Council:  
Nancy Smalling  
Nakisha Rigley  
Hope Thompson  
Ricky Carlson  
Sam Bartling

## 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, July 1, 2025 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 by Rajan Zed - Hindu Leader
- C. PLEDGE OF ALLEGIANCE by Council Member Thompson
- D. APPROVAL OF MINUTES – May 20, 2025, May 27, 2025, June 3, 2025, June 16, 2025 and Closed Session June 16, 2025
- E. PUBLIC COMMENTS

### AGENDA ITEMS

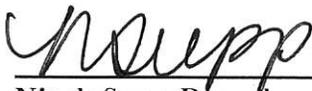
1. Consider and Award Cleaning Services Request for Proposals
2. Mayor, Council and Department Head Reports
3. Adjourn Regular Session and move into Work Session

### WORK SESSION

1. Discuss Final Fun Days Preparations
2. Discuss Draft RFP for Banking Services
3. Adjourn

Possible closed meeting 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– June 27, 2025.

  
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Nicole Supp, Recorder

**Sunset City Corporation**  
**City Council Minutes**  
**May 20, 2025**  
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Minutes of a regular meeting held May 20, 2025 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
Nancy Smalling	Council Member
Hope Thompson	Council Member
Nakisha Rigley	Council Member

**City Employees Present:**

Recorder Supp	Recorder
Brett Jamison	Police Chief
Jason Monroe	Public Works Director
Bruce Arbogast	Lieutenant
Brendan Davis	Sargent
Joe Baca	Sargent
Samuel Kane	Officer
Dylan Rayhill	Officer
Brady Davis	Officer
Ruben Salas	Officer

**Others Present:**

Katherine Hunter	Sunset
Robert F. Smalling	Sunset
April Larson	Sunset
Marcia Hamblin	Sunset
Jerry Sunderland	Sunset
Pete Loomis	Sunset
Bonnie Loomis	Sunset
Rodney Brent Page	Sunset
Christopher Blackburn	American Fork
Christy Kane	American Fork
Pablo Nestor	Nestor's Auto
Robert Kane	Syracuse
Sheri Kane	Syracuse
Sarah Kane	Ogden
John Kane	Ogden
Elvis Duran	Beehive Motors
Alexxia Perez Bravo	Beehive Motors
Omar Perez	Beehive Motors

The regular session was called to order at 6:31 p.m. by Mayor Wiggill.

Council Member Carlson gave a prayer/inspirational thought and led the Pledge of Allegiance.

**Public Comments:** Jerry Sunderland – 398 W 825 N - Jerry Sunderland, who resided at 398 West 825 North in Sunset, addressed the Council regarding the City ordinance prohibiting short-term rentals of fewer than 30 days. Mr. Sunderland expressed concern that the 30-day minimum was incompatible with the typical use of Airbnb, where guests were usually traveling through or visiting local residents. Mr. Sunderland had hosted Airbnb guests in Sunset for approximately ten years, sharing that it had been a positive experience meeting visitors from around the world. At the time of the meeting, Mr. Sunderland was hosting a family staying for five nights who had chosen the property because it was pet-friendly and had a backyard. Mr. Sunderland explained that the listing was owner-occupied, meaning the host lived on the premises and was actively involved in the hosting process. Mr. Sunderland advocated for short-term rentals that were owner-occupied and expressed disapproval of investor-owned Airbnb properties, stating that such models deviated from the original intent of Airbnb — to share an extra room or space for additional income. Mr. Sunderland mentioned that their Airbnb operation included a team of three, one of whom was a stay-at-home parent who was able to remain at home due to the income generated. Mr. Sunderland encouraged the council to reconsider the current restriction and consider allowing rentals of fewer than 30 days, suggesting that it would benefit both the City and local businesses.

### **Regular Meeting**

- 1. Swear In and Give Oath of Office to Samuel Kane, Police Officer:** Chief Jamison introduced Samuel Kane, stating that Officer Kane was born in 1997 — coincidentally the same year Chief Jamison began working in law enforcement. Officer Kane was raised in American Fork and had two siblings. He graduated from American Fork High School in 2015, where he played football and lacrosse, and later self-sponsored his attendance at the Utah Valley Police Academy. Officer Kane had worked for the American Fork Police Department, Adult Probation and Parole, and Juvenile Justice Youth Services. Chief Jamison welcomed Officer Kane to the department and invited Officer Kane's mother, Christy, to pin the badge on his uniform after he was sworn in. Recorder Supp administered the oath of office to Officer Kane. Following the oath, the Council congratulated Officer Kane. Mayor Wiggill acknowledged the significance of the moment and welcomed Officer Kane to the Sunset Police Department. Mayor Wiggill again expressed pride in welcoming Officer Kane, stating that although their interaction had been brief, Officer Kane showed great potential.
- 2. Discuss and Approve Recommendation from Planning Commission for Alternate Member Rodney Page:** Since no Planning Commission members were present, Planning Commission liaison Council Member Carlson addressed the recommendation of Rodney Page as an alternate Planning Commissioner. Council Member Carlson shared that the Planning Commission had reviewed Rodney Page's qualifications and was enthusiastic about his experience. Council Member Carlson expressed support for his appointment. Mr. Page introduced himself and stated that he lived at 81 West 2125 North. He shared that he had worked for West Point City for many years, starting when the City staff consisted of only seven people. Mr. Page described his experience working with developers, serving on the Planning Commission, and acting as a City planner. He had also handled code enforcement and was familiar with the ordinances in both West Point and Sunset, noting that while some

differences existed, the procedures were largely the same. Council Member Carlson reiterated Mr. Page's qualifications and recommended approval.

Council Member Carlson made a motion to approve Rodney Page as an alternate Planning Commissioner and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley, Smalling and Thompson voting yes.

**3. Discuss and Approve Recommendation from Planning Commission for Beehive Motors**

**LLC:** Alexxia Perez Bravo spoke on behalf of the business and introduced Elvis Duran the owner. Council Member Carlson stated that the Planning Commission had reviewed the plans and recommended approval for Beehive Motors, LLC to proceed. Council Member Thompson asked for clarification regarding the number of vehicle stalls. An email indicated there should be 12 vehicle stalls between the building and American Stone, and three in front, totaling 15. However, the drawing provided showed only 13. Ms. Perez Bravo confirmed there were 13 stalls shown in the plan. Mr. Duran explained the allocation: three stalls for customer parking, one for an employee, and the remaining stalls for vehicle sales. He clarified that the plan allowed for a total of 12 vehicle sales stalls, with three additional spaces as required. Council Member Carlson reminded the Council they could add additional conditions if desired. Recorder Supp noted that the same parking allocation had been used for a previous applicant, Smart Way. Council Member Thompson expressed concern over the number of car dealerships in the City and asked if the Council's position on that matter had changed. Council Member Rigley acknowledged those concerns, stating disappointment at the lack of business diversity, but emphasized that there were no specific objections to this business and that zoning allowed for this use. Council Member Smalling added that the new dealership was replacing a previous one, so it was not increasing the total number of car lots.

Council Member Bartling made a motion to approve Beehive Auto LLC and Council Member Rigley seconded the motion. The motion passed with Council Members Bartling, Carlson, Rigley and Smalling voting yes and Council Member Thompson voting no.

**4. Discuss and Approve Recommendation from Planning Commission for Nestor's Auto**

**Repair:** Council Member Carlson explained Nestor's Auto Repair had initially operated without a license and was instructed to complete the necessary steps before continuing operations. The current approval was the final step. Pablo Nestor introduced himself. He shared the auto repair shop was located at 2441 North Main Street, units 7 and 8. Mr. Nestor shared that he had worked as a mechanic for nine years and now had the opportunity to open his own shop. He confirmed that he had obtained the business license the City required. Mayor Wiggill asked the Council if there were any concerns. Council Member Thompson asked how long the business had operated without a license. Mr. Nestor replied that it had been about four months and explained that he had difficulty communicating with the property owner, who lived out of state so he had to work through the property management company which were also hard to get a hold of. Once City staff followed up with him, he made the necessary corrections. Council Member Thompson asked how long his lease was, and Nestor responded that it was a one-year lease with an option to renew.

Council Member Carlson made a motion to approve Nestor's Auto Repair and Council Member Rigley seconded the motion. The motion passed with Council Members Bartling, Carlson, Rigley and Smalling voting yes and Council Member Thompson voting no.

5. **Discuss and Approve Resolution 2025-07 Approving an Agreement with Davis County for 2025 Election Services:** Recorder Supp hoped all questions had been addressed and reminded the Council that the Declaration of Candidacy period would begin in about two weeks. Recorder Supp asked the Council to approve the agreement if there were no remaining questions. Council Member Rigley stated there were no questions and praised Recorder Supp for her clear explanation and for compiling the necessary background information.

Council Member Rigley made a motion to approve Resolution 2025-07 and Council Member Thompson seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley, Smalling and Thompson voting yes.

6. **Discuss and Approve Resolution 2025-10 Adopting Fiscal Year 2026 Tentative Budget and Scheduling the Public Hearing:** Recorder Supp stated that only minor adjustments had been made since the last budget discussion and confirmed that the public hearing was scheduled for June 17, 2025. Mayor Wiggill inquired whether there were any questions for Recorder Supp regarding the proposed tentative budget. Hearing none, Mayor Wiggill requested a motion.

Council Member Smalling made a motion to approve Resolution 2025-10 and Council Member Rigley seconded the motion. Following a roll call vote, the resolution did not pass, with a majority of the Council voting in opposition. Council Members Bartling, Carlson and Thompson voting no and Council Members Rigley and Smalling voting yes.

Recorder Supp asked for clarification on whether it was the budget or the public hearing date that had not passed. The Council Members that voted no confirmed that it was the budget. Recorder Supp then reminded the Council that a meeting needed to be scheduled to approve the budget, as it must be approved before June 1st. She asked what date the Council would prefer. Council Member Carlson mentioned that going through the Truth in Taxation (TNT) process would allow more time. Recorder Supp stated that the decision was up to the Council if they wanted to move forward with Truth in Taxation. They all agreed to pursue the TNT route. Recorder Supp said she would follow up via email with potential meeting dates. Mayor Wiggill concluded the budget discussion by stating it would be tabled and that the Council would move forward with scheduling a Truth in Taxation meeting and a new budget discussion.

7. **Discuss and Approve Resolution 2025-11 Approving the Local Public Safety and Firefighter Surviving Spouse Trust Fund Cost-Sharing Agreement:** Recorder Supp briefly summarized the resolution, explaining that the program covers the annual premium for surviving spouses or children until the child turns 26. She noted this program had been in place for a long time. Chief Jamison acknowledged that the City had participated in the program for many years and asked if there were any questions or concerns regarding the resolution. Council Member Bartling raised a question, asking whether this program required

annual renewal. Chief Jamison responded that the legislative bill was renewed annually. He confirmed that the cost had already been included in the budget and had been funded for several years, as it was a state requirement for those in the retirement system. Recorder Supp noted that the relevant Utah Code citation was included on the resolution page if he would like to research the code.

Council Member Thompson made a motion to approve Resolution 2025-11 and Council Member Bartling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley, Smalling and Thompson voting yes.

**8. Discuss and Approve Summer Hours Schedule:** The next agenda item involved discussion and approval of the summer hour schedule. Mayor Wiggill noted that the proposal had been included in the packet for review and asked if there were any questions. Recorder Supp addressed the Council, explaining that many employees had requested the change. A pilot schedule was proposed, running from May 26 through August 22. Employees would work nine-hour days Monday through Thursday and a four-hour day on Friday, with the office closing at noon on Fridays. Mayor Wiggill commented that Fridays were usually slow and that the proposed schedule seemed reasonable. Questions were then invited. Council Member Bartling raised a concern about how the nine-hour day without a lunch break aligned with federal lunch break requirements. Chief Jamison responded that such breaks were not legally required for City employees. No further questions were asked.

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

**9. Mayor, Council and Department Head Reports:** Council Member Carlson reported that the new ambulance had been placed into service at Station 42 at the North Davis Fire District. He noted that Station 42 continued to be very active and primarily served Sunset residents.

Council Member Smalling shared information from a Mosquito Abatement Board meeting, where they participated in a committee to select an architectural firm for new facility construction. The process included rating presentations from four firms. Although the selection had not been finalized, recommendations had been made. Council Member Smalling remarked on how modern architectural practices have evolved, including 3D modeling and pre-fabrication techniques. She also attended the North Davis Fire board meeting, where the tentative 2026 budget was accepted. The fire department remained busy, and several new firefighter candidates had emerged from recent testing. Council Member Smalling noted that it was encouraging to see interest return to fire and police careers after recent declines. Mayor Wiggill thanked Council Member Smalling for the thorough report.

Council Member Rigley expressed appreciation for Deputy Recorder Markel who had taken initiative to update a flyer for the Youth Council. The update aimed to attract older youth participants who might better manage the associated responsibilities. Council Member Rigley also reported on the Wasatch Integrated board meeting, where a new executive director, Nicole Riley, had been hired. Although not local, Ms. Riley was highly experienced in the

solid waste and recycling industry. A retirement party was being planned for the outgoing director Nathan Richand a long-time administrative staff member Julie Macintosh, with all invited to attend on June 5. Council Member Bartling a question related to landfill policy. He had recently been informed of a \$10 authorization hold for loads over 10,000 pounds. Council Member Rigley replied that while there had been discussions about unsecured load fees, this new policy had not been discussed in the meetings so she would look into it further.

Council Member Bartling sharing that he had been researching canned water vendors as part of emergency preparedness planning. The goal was to have a stock of emergency drinking water available for residents if needed. After considering the maintenance challenges of traditional water storage, he concluded that canned water, with its long shelf life and portability, was the most practical solution. Mayor Wiggill concluded by reminding everyone that the City's emergency preparedness efforts were meant to first take care of the staff who then would help the broader community in times of need.

Chief Jamison shared that the department was participating in the "Click It or Ticket" campaign over the coming weekend. Extra officers would be out issuing citations for seatbelt violations. For Memorial Day weekend, a DUI blitz was scheduled countywide on Friday, followed by alcohol-related enforcement shifts on Friday, Saturday, Sunday, and Monday. Mayor Wiggill emphasized that the activities discussed by the Chief would be reimbursed by the state. These included the DUI and seatbelt enforcement shifts. Mayor Wiggill added that all of this was part of an effort to ensure a safe Memorial Day weekend and expressed hope that the officers would not have to be involved in anything tragic. Gratitude was expressed for the police department's efforts.

Director Monroe reported that the Public Works Department was in the midst of a state stormwater audit. This would conclude Thursday with site inspections. It was explained that the state had 90 days to issue a major report of deficiencies, which were expected as they were typical in such audits. Corrective actions would follow. Outside of that, operations were described as business as usual. Council Member Smalling commented on how nice the parks were looking and inquired about the situation on 1800 North, asking whether there had been any issues with individuals entering construction areas where they weren't supposed to. Director Monroe confirmed that there had been only one issue. He had spent three days tying in a sprinkling system after the previous one was removed, only for the new line to be taken out two days later for another purpose. Council Member Thompson asked if notification was given beforehand. Director Monroe responded that notification came after the fact and mentioned that the new line had been broken. Fortunately, the recent rain had helped. With the ongoing audit, they were unable to leave the office, so any yellowing in the grass was being managed. Council Member Smalling thanked Director Monroe for managing the situation in the construction zones.

Mayor Wiggill thanked Director Monroe for the report and took a moment to remind everyone about the Farmers Market. Though it was small the previous week, it was expected to grow. Mayor Wiggill encouraged visiting the market for fresh items.

Mayor Wiggill also mentioned that everyone should have received a mailer from Wallace Stegner Academy, which was replacing the former Fremont Elementary. Citizens of Sunset were given priority registration. The school was academically well-regarded, and Mayor Wiggill welcomed them to the neighborhood. Mayor Wiggill addressed concerns on 1800 North, stating that storm drains had created flooding hazards due to some materials used for blockage. Director Monroe had responded quickly to resolve these issues. Additionally, cleanup efforts had been noticed around the construction projects, with rocks and debris being removed from the streets. Appreciation was expressed for Director Monroe's work to maintain safety. Mayor Wiggill acknowledged the dust and noise and reminded everyone that this was just the beginning of the construction process.

Recorder Supp reminded everyone that City offices would be closed on Monday in observance of Memorial Day. Additionally, the candidate declaration period would run from June 2 through June 6, from 8 a.m. to 5 p.m. Positions up for election included Mayor Wiggill and the Council Member seats held by Bartling and Smalling.

With summer approaching and children out of school, Mayor Wiggill urged residents to be safe, drive slowly on City streets, and treat others with kindness. Mayor Wiggill encouraged adopting a mindset of acceptance when seeing others enjoy things that may not align with one's own preferences.

Council Member Rigley made a motion to adjourn the regular session, take short break (start 7:16) and move into the work session. Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley, Smalling and Thompson voting yes.

#### **Work Session (resume 7:26)**

**1. Discuss Grand Marshal for Fun Days and Fun Days Updates:** Mayor Wiggill proceeded with beginning the work session regarding the Grand Marshal for Fun Days and any related updates. Mayor Wiggill turned the time over to Council Member Smalling. Council Member Smalling explained that a text had been sent out nominating Gary Bybee as a great choice for Grand Marshal. This individual was noted as the oldest person to complete the particularly challenging climb of Peru's Inca Trail, which was featured in a recent article. Council Member Smalling noted that the individual was also a Sunset resident. Mayor Wiggill had visited him personally due to scheduling conflicts and confirmed the individual was enthusiastic about the role. Council Member Smalling expressed excitement about the Grand Marshal selection and offered assistance for those needing help registering for the parade. She had already helped Mr. Livermore register and provided him with a link to the "Sunset On The Go" app for event information. Council Member Smalling encouraged others to direct inquiries to her if needed. As of this week there were around 14 entries for the parade.

Council Member Thompson commented about a group she visited Saturday that was excited and planned to participate with a variety of vehicles themed around 1980s hair bands. Their entry would include multiple U-Hauls and trailers. Council Member Thompson stated she would check in with Heather from U-Haul to ensure they knew how to register.

Council Member Carlson inquired whether the new school had been invited or added to the parade list. Mayor Wiggill stated that it was a good idea. Mayor Wiggill shared that, when speaking with the principal at the junior high, he had learned the band and cheerleaders were planning to participate and were excited to return. The previous year, the group had been at a competition or event, but this year the timing worked out better.

Council Member Smalling confirmed she had also verified with the North Davis Fire District, which planned to attend. The district had inquired about fireworks, and Council Member Smalling had informed them that fireworks were indeed planned.

Mayor Wiggill asked if there was anything else to share and mentioned a car show idea involving Mr. McNee. Mayor Wiggill suggested dedicating a special trophy just for classic trucks in Mr. McNee's memory, as he had always entered his classic truck and had a strong passion for them. The idea was to recognize him specifically for classic trucks rather than an overall category. Council Member Thompson shared that she had spoken with Mr. McNee's daughter and son-in-law on Saturday to ensure the family was comfortable with the idea. The daughter had been emotional and expressed that the family would be honored. They planned to bring Mr. McNee's truck for one last ride and would be present to help give out the award. Council Member Thompson asked whether the family should choose the recipient or just present the award, and inquired if the trophy had already been named or ordered. Mayor Wiggill responded that they could coordinate next week and emphasized the family had been lifelong residents. Mayor Wiggill reiterated that Mr. McNee had consistently entered his truck and that it would be a meaningful tribute for the family to be involved.

Council Member Rigley provided an update on vendors. She noted that vendors were actively signing up, with Administration being especially helpful in managing the registration forms. At that point, nearly 50 vendors had registered, though only 10 had submitted payments. She shared that they had received several applications from food trucks, with one submitting late. She expressed concern about possibly having too many vendors, but others reassured them that there was no cap, making it a competitive and diverse opportunity. Council Member Rigley raised a question about duplicate food vendors. It was agreed that duplicates were not a problem and added to the variety. She stated they would go ahead and approve the remaining food vendors to ensure a wide selection if all followed through on their commitment. The group expressed excitement about the variety, noting that the grilled cheese vendor—who had been popular in previous years—was expected to return. Council Member Rigley suggested establishing and communicating clear rules for vendors, particularly about not leaving early. She recommended that loading and unloading times be specified and that vendors be instructed not to leave before the end of the event unless they ran out of food.

Council Member Thompson asked if there would be an information booth for City material. Mayor Wiggill confirmed there would be one. Director Monroe proposed combining the booth with stormwater education materials, which the City needed to provide to the public.

Council Member Rigley mentioned she is also planning a scavenger hunt. Mayor Wiggill acknowledged how busy she had been and encouraged the idea, noting that the scavenger hunt would be great. Council Member Rigley explained she was looking into using a platform

called GooseChase and asked if the group was comfortable with the associated cost. Director Monroe confirmed that funding for such events fell under discretionary use and did not require a vote. Council Member Rigley estimated the cost at around \$1,000 for up to 20 teams, with no limits on team size. She said she was working on building it out and had been in communication with North Davis Communities that Care, which had offered to help cover part of the cost. They also wanted to incorporate a prevention-based element targeted at youth, aligning with their ongoing efforts, Council Member Rigley planned to blend that with Sunset-specific content.

Mayor Wiggill added that while there would not be a pickleball tournament, but he still planned to organize a cornhole tournament. He intended to create a flyer and see how many teams would join. Council Member Carlson asked if there would be a registration fee for the cornhole tournament. Mayor Wiggill confirmed there would be, noting the need to ensure applicants were properly registered. He expressed confidence the tournament would be a lot of fun. Council Member Bartling suggested talking to Lifetime to see if they would sponsor the cornhole tournament with their cornhole equipment.

Council Member Thompson agreed that was a good idea and mentioned having approached Lifetime before. Lifetime had a fund to donate to cities, with a minimum donation of \$200 and a maximum of \$1,000. Council Member Thompson explained her plan to acquire a kayak costing about \$400 from the donation, noting that kayaking was popular. She had initially sought prizes for the car show but thought it might be better to spread out prizes throughout the day. Mayor Wiggill recalled that last year's car show had many cool prizes and was very enjoyable. He suggested possibly spacing prizes throughout the event, such as every hour or two. He encouraged ideas for how to implement that and asked if there were any other updates on fun days.

Council Member Bartling reported reaching out to Acme to see if all details for placement and layout were finalized for fireworks, but Acme was still working on it. Council Member Rigley asked if Acme needed the City's layout plans considering they should coordinate with the City to get the right layout. Council Member Bartling explained that the layout for the fireworks was fixed and had to remain where it was shown on the map. The only adjustment was to avoid certain areas. Council Member Rigley mentioned she needed to find out how early vendors or participants needed to set up. Council Member Bartling reiterated he had reached out to get all logistics arranged and would provide updates when he had them.

Mayor Wiggill reflected on a past car show event, noting there were many cars parked near the soccer fields. They were unsure how many cars would attend this year but thought starting from the north end of the park and moving through six lanes of cars before reaching the school property would work well. Director Monroe talked about directing attendees to specific parking areas and controlling spacing between cars. Mayor Wiggill recalled that CERT volunteers had helped with parking in the past. There was not a CERT team put together at this time so that would not be an option this year. Council Member Thompson estimated that about a third of the cars registered for the car show actually showed up, adding that typically about 20% attendance was expected. She currently had 111 cars registered and expected about 35 attendees, while Council Member Rigley guessed 50 as a good estimate.

Mayor Wiggill suggested walking through the park to review the setup. Council Member Rigley agreed that a walkthrough was needed and asked when to meet Director Monroe over at the park. Director Monroe said they needed to finalize food vendor locations and obtain a map. Council Member Rigley proposed meeting on Monday after the stormwater meeting. Katherine Hunter from the audience explained how the farmers market planned their booths by placing markers and measuring spot sizes to prevent parking in certain areas. They discussed a 10-foot space was standard and encouraged for car show attendees and getting the setup done.

Council Member Thompson asked about breakfast plans. Since breakfast could not happen at the original planned location, she wanted to make sure the food and grills would be managed. She asked what time setup started. Council Member Rigley said they usually arrived early. Mayor Wiggill confirmed breakfast setup started early. Director Monroe said setup was typically between 6:30 AM, ideally arriving at 6:30. Director Monroe said 6:00 AM was optimal to get pancake batter and supplies ready but cautioned that Smith's where the breakfast supplies were bought opened at 6:00 AM, so timing was important. Council Member Rigley mentioned a past year when a mix-up caused frustration because supplies arrived late. Mayor Wiggill restated that 6:00 AM start time was needed. Council Member Rigley said since the Youth Council was not participating this year, she might reach out for other volunteers. Mayor Wiggill added that volunteers also carried plates and cleaned up after everyone.

Council Member Thompson mentioned the upcoming 5k event and asked if there was a prize, Council Member Rigley suggested it might just be for bragging rights. Director Monroe shared that usually prizes were mugs or water bottles. Director Monroe added that T-shirts were also given to each person who entered.

2. **Discuss Cleaning Services:** Mayor Wiggill then moved on to discuss the proposal for cleaning services. He had spoken with many people in the building and concluded that no one was happy with the current cleaning services. To address this, Mayor Wiggill had brought in a different organization to inspect the building and provide feedback on what should and should not be happening. From that visit, he was very unsatisfied with the service currently provided.

Recorder Supp explained that she had created a rough draft of a Request for Proposal (RFP) and wanted to fine-tune it further to include quarterly services, such as carpet shampooing, so she could get estimates for all offered cleaning services. Recorder Supp hoped to have a final draft ready for the Council's approval within the next few days. Council Member Smalling expressed full support for the idea. Mayor Wiggill added that the cleaning might only be necessary every two weeks or so. For example, the Council chamber was primarily used for meetings, so cleaning could be scheduled for the Monday before Council meetings. Considering budget constraints, they aimed to limit the scope of services accordingly. The person inspecting the building had pointed out several issues. Mayor Wiggill emphasized the need for an updated approach, especially since there were repeated complaints like no paper towels in bathrooms, making it feel like the building was being managed in an outdated way.

They felt it was time for a change. Council Member Thompson agreed and expressed interest in seeing an updated approach.

Council Member Bartling asked why the City was not considering having the staff start performing some of the cleaning tasks in-house rather than cutting contracted hours. Council Member Bartling clarified that with hours being cut or shifted (summer hours), he wondered why the City was not utilizing that time to do the work internally. Mayor Wiggill responded that he would not require public servants to perform janitorial duties, we pay janitorial services to clean. Staff were busy with their full schedules, sometimes working eight or nine hours a day including Sundays, and had other responsibilities. Mayor Wiggill made it clear he did not want staff to become janitors and welcomed input on the matter. Recorder Supp added that the Administration staff already cleaned their own break room, including the refrigerator, dusting, counters, and computers daily.

Mayor Wiggill emphasized that the City was currently paying for those cleaning services but was unhappy that the contracted staff were not doing the work. Council Member Smalling voiced their opinion that City employees were busy doing their assigned jobs, and that a contracted cleaning service should be responsible for cleaning the building. They described situations where they had to clean garbage from under couches and between cushions themselves after setting up the Sunset room for events, indicating the contracted service was not performing adequately. She stressed that the service being paid for was not meeting expectations. Mayor Wiggill agreed, stating the City should pay for the service expected and was frustrated about the poor performance.

Council Member Bartling asked about the budget constraints and what the City was looking at financially to try to improve the service. Council Member Rigley noted the City was already paying the current service and suggested shopping around for other options.

Council Member Bartling also asked when the City first noticed that the cleaning service was inadequate. Mayor Wiggill replied that the issues had been ongoing for six or seven months. When concerns were raised with the service provider, they were told to notify them of issues. Despite requests to clean floors or dust certain areas, the problems persisted, especially since many cleaning tasks were on an as-requested basis. Those who made requests reported the work was not done. After multiple opportunities and requests over months, the service had not improved. Therefore, the City felt it was time to issue an RFP to see if other companies could provide the expected level of service.

Mayor Wiggill expressed reluctance about issuing an RFP, stating that they hated the idea of taking work away from anyone and preferred to be supportive. However, after sufficient requests, the hope was to find someone who could provide comparable but improved service. Mayor Wiggill asked if there were any other concerns and emphasized the importance of sending the RFP out for everyone's review once it was developed.

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

The meeting adjourned at 7:58 p.m.

Approved – July 1, 2025

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Scott Wiggill, Mayor

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Nicole Supp, Recorder

DRAFT

**Sunset City Corporation**  
**Special City Council Meeting Minutes**  
**May 27, 2025**  
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Minutes of a Special Session held May 27, 2025 at Sunset City Hall, 200 West 1300 North, Sunset, Utah; Mayor Scott Wiggill presiding.

**Present:** Mayor Wiggill, Council Member Bartling, Council Member Carlson, Council Member Rigley, Council Member Smalling, Recorder Supp, Chief Jamison and Director Monroe.

**Electronic:** Council Member Thompson

**SPECIAL SESSION**

The special session was called to order at 6:32 p.m. by Mayor Wiggill.

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

**WORK SESSION**

**1. Discuss Fiscal Year 2025 Budget Amendments:** Recorder Supp began by explaining that in the Fiscal Year 2025 budget, the only updates made were slight adjustments to a couple of overtime accounts in the Public Works department due to a discrepancy related to a newly hired employee with a different wage. Otherwise, everything remained the same. However, on page two of the budget document, the total revenues had increased to \$2,842,265.

Recorder Supp then directed attention to page five, specifically in the non-departmental section. With the additional revenue received, the transfer to Capital Projects from the General Fund balance was increased to \$800,000. Returning to page eight, it was noted that the total fund balance was at 28.57% in relation to the state statute. The Fiscal Year 2025 ending fund balance was listed as \$749,243. This figure would reappear in the Fiscal Year 2026 projections. On page 20, the Public Works Capital Project Fund showed the General Fund contribution—reflecting the \$800,000 transfer, resulting in a healthy projected fund balance of \$985,593 for FY 26.

On page 21, the General Fund summary listed the total revenues and expenditures. Revenues were recorded at \$3,634,350, leaving revenue over expenditures, using fund balance, at \$792,085. Moving to page 22, the total of all funds showed revenue over expenditures at \$61,220, which was viewed positively. Recorder Supp asked if there were any questions about the 2025 budget and, after a pause, confirmed there were none.

Mayor Wiggill stated that the intention was simply to address the minor changes made and finalize the budget, which appeared solid. Mayor Wiggill expressed satisfaction with the budget status.

Mayor Wiggill asked again if there were any other questions or concerns about the FY 2025 budget. Recorder Supp noted she would continue to update the information as the final budget input date, around June 22, approached.

**2. Discuss Fiscal Year 2026 Tentative Budget and Truth in Taxation:** The conversation moved to the Fiscal Year 2026 budget. Recorder Supp mentioned a change made to page one under Justice Court revenue. She decided to take a more conservative approach, reducing the estimated revenue from \$515,000 to \$480,000, as the revenue stream was unpredictable. Sunset Room revenue projections were slightly increased based on consistent overperformance in previous periods. On page two, a small adjustment was made to the Verizon lease revenue, reducing it to \$13,960. A case had been opened with Verizon regarding potential back payments, but there had been no updates despite multiple attempts.

On page three, under the Court budget, the COLA (cost-of-living adjustment) was changed to 5%, which affected retirement, insurance, and FICA accounts. IT services were moved from the court account to the Non-Departmental account. No other changes were made in this section. Mayor Wiggill confirmed with the Council that the 5% COLA change was acceptable.

On page four, in the Administration budget, the same 5% COLA adjustments were noted, but otherwise no other changes were made. Recorder Supp clarified that although summer hours were implemented, all staff were still working their full 40 hour work week and the office remained open to the public for 40 hours per week.

Council Member Thompson questioned the specific public hours. Recorder Supp clarified that during regular hours, the office was open to the public from 9 AM to 5 PM, with staff arriving at 8 AM to prepare. Under summer hours, the office was open from 8 AM to 5 PM, and balancing procedures were adjusted to maintain accuracy with dual cash drawers.

Moving on to page five, Recorder Supp noted that under account 10-50-770 for computer equipment/software, no funds were budgeted for the Verkada camera system. A note was made that in three years (2027), a license fee would need to be added. Chief Jamison was asked whether there were any updates to the police budget. He responded that there were no significant changes and deferred to Recorder Supp to address questions about the D.A.R.E. program.

Recorder Supp mentioned a point raised by a Council Member Thompson regarding donations. Previously, it was assumed that donations had to be earmarked for specific uses, but upon review, no such requirement was found in state or City code. Therefore, the donation fund could remain at \$1,200 and allocated on a first-come, first-served basis, up to the limit. Mayor Wiggill affirmed that once the donation balance was depleted, no further grants would be made until the next budget year, agreeing with the approach.

The only change on page six the Streets budget was the 5% COLA. Similarly, page seven in the Parks budget reflected the same adjustment. On page eight, under the Recreation fund, the beginning fund balance from FY 25—\$749,243—was reiterated. If the current budget was followed, the ending fund balance would be \$199,013, which was 9.9% of the state-mandated fund balance requirement (with 5% being the minimum and 35% the maximum). Recorder Supp

asked if everyone was comfortable with that figure. Council Member Smalling noted that this would be a good time to highlight the City's debt-free status and emphasized the importance of keeping that in mind during budget discussions.

Recorder Supp added that another important point was the "Truth in Taxation" process. A worksheet was included in the packet available online, showing various tax rate scenarios and their potential revenue impacts.

The current property tax rate was 0.001092, resulting in projected revenue of \$386,026. If the rate were increased to 0.001300, revenue would rise to \$459,554. This would represent a 19.4% increase, equivalent to a \$43 annual increase (\$0.12 per day) for a home valued at \$382,300. Recorder Supp asked for Council input on this matter.

Council Member Rigley believed the original purpose of considering Truth in Taxation was simply to allow more time, and questioned whether that was an adequate reason. Recorder Supp agreed, noting the significant staff workload involved if there wasn't genuine intent to pursue it.

Recorder Supp emphasized that the decision ultimately rested with the Council, although staff feedback could help inform the discussion. When asked how they felt about the 9.9% reserve figure, Recorder Supp noted it was low, though still within acceptable range.

Mayor Wiggill reiterated that instituting Truth in Taxation required significant administrative effort, and shared that when training was first received on the topic, the recommendation was to consider it annually. The rationale was to make small, incremental increases rather than a large one after many years of inaction. Mayor Wiggill noted that many nearby cities adopted this approach, and while there was no obligation to follow suit, it seemed a reasonable path for review and transparency.

Council Member Bartling asked how many households were currently delinquent on City utility bills, emphasizing that any tax increase—however small—could disproportionately impact struggling households.

Recorder Supp clarified that the Truth in Taxation process does not impact residents' water bills, as it relates only to property taxes. She explained that property tax delinquency data would have to be obtained from the county, but for water shutoffs managed by the City, about 30–40 households were affected each month.

Mayor Wiggill added that the City had about 1,700 households, suggesting that 30–40 shutoffs represented a small fraction. Council Member Bartling calculated the percentage as roughly 3%, asking for confirmation. Recorder Supp noted that a significant number of those shut off monthly were habitual cases. Public Works Director Monroe added that about 20% of shutoffs involved rental properties. Mayor Wiggill acknowledged that the shutoff data could be a helpful metric in evaluating the community's financial health.

Council Member Thompson who had experienced shutoffs themselves in the past, underscoring the importance of automatic payments. Mayor Wiggill reiterated that it was an issue worth monitoring over the course of the budget year to provide additional context for future discussions on taxation and revenue.

Mayor Wiggill asked whether any additional input was needed regarding TNT. Recorder Supp stated that if the City planned to move forward with it, a taxing meeting was scheduled the following day at the county level, which she would need to attend.

Council Member Carlson asked about timing and whether everything would still be on track if TNT was not pursued. Recorder Supp clarified that if the City did not go through with TNT, they would already be behind on submitting the tentative budget. The Council had initially considered TNT due to timing concerns, not necessarily as a policy decision.

Council Member Rigley expressed frustration, recalling that the only reason TNT was discussed previously was because of the timing issue. Council Member Carlson believed he was trying to help Recorder Supp with deadlines. Mayor Wiggill confirmed the City was already behind schedule. Recorder Supp admitted that the tentative budget should have been submitted at the first meeting in May, which was missed due to her absence. She had assumed it would be handled at the last meeting. While no one had complained, Recorder Supp preferred not to wait until an issue arose.

Recorder Supp emphasized that regardless of the decision, a tentative budget had to be submitted by June 22, whether or not TNT was used. Recorder Supp reiterated the urgency and stressed the need to move forward.

Recorder Supp then transitioned to budget review. On page nine in Utility Income, it remained unchanged. On page ten, the Administrative department reflected a 5% cost-of-living adjustment (COLA), which impacted related accounts. Similar adjustments were noted on page eleven for the Non-Departmental budget. An increase of \$640 was included for subscriptions and memberships due to rising costs from Google Suites. Office equipment and maintenance were adjusted to \$12,000 based on an average of IT service bills and additional expenses carried over from the Court budget. A 5% COLA also affected the Water fund on page eleven and twelve in the Sewer funds.

Recorder Supp asked if the pacing was acceptable and continued to page thirteen, noting the 5% COLA adjustments in Buildings and Grounds and City shops. Page fourteen in the Storm Water budget also reflected the 5% COLA changes. For the Class C Roads Fund, the allotment was increased to \$215,000 due to higher returns this year and last. This fund also included the 5% COLA changes.

On page sixteen, the Dispatch fund included a \$60 change based on last year's account figures. The Emergency Preparedness fund remained at \$5,000. Recorder Supp asked if that amount was still acceptable. Council Member Bartling raised a question about funding for AEDs (automated

external defibrillators), noting the need to provide them and wondering whether they should be funded through Emergency Preparedness or Non-Departmental accounts. Mayor Wiggill responded that AEDs should be treated as a building expense, not emergency preparedness, since they would serve people visiting the facility. While portable AEDs might be useful for public works or the police department, those would require separate consideration and funding. Council Member Smalling suggested one AED for the building and one for an employee frequently present. Mayor Wiggill agreed and shared experiences about using a personal emergency bag for family outings. It was suggested that shift-based distribution might be practical for other departments, but that the facility's needs took priority.

Mayor Wiggill emphasized that the primary concern was the public who frequent the building. The Council agreed the expense should not come from the emergency preparedness budget. Recorder Supp shared that they had researched AEDs and noted they were not inexpensive, but the current \$5,000 emergency preparedness budget would not be used for them.

Recorder Supp confirmed there were no changes in the Liquor Control or DARE funds. Regarding the DARE fund, clarification was provided: the \$6,000 in supplies was to use up the remaining \$5,998 in the fund balance, rounding it to the nearest ten. Since the program was no longer active, the plan was to deplete the fund instead of budgeting small amounts annually for multiple years. Chief Jamison explained that the DARE account had funds remaining from past events and donations. In recent years, he had used around \$1,000 annually to buy items for kids and community engagement. The goal was to fully use the balance and close the account. Mayor Wiggill added that the remaining funds had been used for promotional materials for school visits. Council Member Thompson asked if that use would continue this year, which was confirmed.

Recorder Supp continued to page eighteen, where no changes were made to the Youth Council budget and no Miscellaneous Grants. Council Member Rigley confirmed approval on the Youth Council's budget. Page nineteen in the Retirement Insurance and Local County Option Highway Fund also showed no changes, and there were no updates in the CDBG fund on page twenty.

On page twenty-one in the Public Works Capital Projects fund, the FY 25 beginning fund balance of \$985,593 was reviewed, noting the transfer from the year prior. Recorder Supp asked if there were any questions or if Director Monroe had anything to add. No additional comments were made.

Mayor Wiggill asked for clarification about the use of parentheses in the document, and Recorder Supp explained they indicated a negative value.

Recorder Supp then noted a previously omitted item—the betterment payment of \$195,985 had been added to the capital outlay. Director Monroe explained this was one of three payments related to the 1800 North project. The project had been split into three payments to make it more manageable. Comparatively, similar projects in other cities had incurred significantly higher costs, making this outcome favorable for the City.

Recorder Supp asked if there were any further questions before moving to page twenty-two, which included the General Fund summary. This section, which directly impacted property taxes, showed revenues of \$2,569,895 and expenditures of \$3,120,125. This resulted in a negative revenue over expenditures of \$550,230. Page twenty-three summarized the total of all funds, including the general, utility and public works funds. The revenue over expenditures stood at negative \$1,469,245.

Recorder Supp opened the discussion by asking whether Council Members had any remaining questions and if they were comfortable with the budget as presented.

Council Member Thompson responded that she had sent an email outlining several concerns. She had received responses from Chief Jamison and had spoken with Mayor Wiggill, but wanted to hear the thoughts of the rest of the Council, noting that most of their concerns—other than the DARE fund—had not yet been discussed in detail.

Recorder Supp explained that they had tried to address most of the emailed concerns during the review. For example, the donations item had no specific requirements in City code; the Verkada system had no funding allocated; the DARE program was discussed; and Emergency Preparedness hadn't seen discussion yet. Recorder Supp invited further input if anyone wished to revisit those topics.

Council Member Thompson reiterated her position: the City should prioritize using funds that had already been allocated but remained unused, before adding new budget items.

On the subject of Park funding, Recorder Supp mentioned prior discussion about the "Office Hours" park funding and indicated that the allocation should be considered by the full Council. Mayor Wiggill clarified that the concern was about the current park funding allocation and whether or not that would be revised or removed.

Council Member Bartling asked for clarification on whether the discussion was about allocated funding or donation funding. Mayor Wiggill confirmed it was about the previously allocated \$25,000 for Central Park and whether it could be redirected.

Recorder Supp referenced page seven of the budget, which showed the \$25,000 in capital outlay under account 10-70-740. This amount was still available and could be reallocated if desired. Council Member Thompson stated she hadn't realized each item would be addressed individually and had assumed all concerns would be discussed at the end.

Mayor Wiggill acknowledged the mix-up and returned focus to the park funding. He asked whether the \$25,000, originally allocated for Central Park, could be repurposed for general use at any of the City's parks. Recorder Supp replied that reallocation was possible, but it would require public notification during a public hearing to formally update its purpose for broader park use.

Council Member Thompson expressed interest in discussing the idea further. She supported Council Member Bartling's suggestion to increase the park allocation by \$5,000 and divide the \$30,000 total evenly between parks, instead of having a shared pool.

Recorder Supp explained that the additional \$5,000 would come from the Economic Development fund balance.

Mayor Wiggill supported rounding the figure to \$30,000 for simplicity and recommended treating it as a shared fund from which park improvement proposals could be evaluated and approved by the Council on a case-by-case basis.

Council Member Thompson maintained that she preferred specifically allocating funds to each park—for example, \$15,000 per park—to ensure equitable distribution and avoid the risk of one park receiving the full allocation.

Council Member Smalling clarified that the shared park funding would still require Council approval before any spending occurred. She noted that if an improvement in one park required a larger investment, a shared fund offered more flexibility than rigidly allocated amounts. The conversation turned to whether the concern stemmed from worry about all funds being directed toward one project, such as pickleball courts. Council Member Thompson confirmed that concern, stating they opposed prioritizing funds for pickleball courts, and reiterated that the money should benefit a wider range of park needs.

Recorder Supp clarified that funding for pickleball courts was included in a different fund, specifically the Public Works Capital Projects Fund.

Recorder Supp asked if everyone agreed on increasing the amount to \$30,000 and whether it should remain in a shared "park bucket." Council Member Bartling supported the shared fund, stating that it expanded possibilities for park improvements.

Recorder Supp confirmed the decision: \$5,000 would be moved from the Economic Development Program to the park fund, and the full \$30,000 would remain a flexible amount to be spent at the Council's discretion.

Returning to the list of concerns, Recorder Supp asked if there were more questions. Mayor Wiggill outlined the items from the emailed concerns: (1) additional personnel, (2) office hours, (3) the Verkada camera system, (4) donations, (5) DARE program, and (6) emergency preparedness.

Council Member Thompson clarified that personnel was their top concern, not office hours specifically. She reiterated opposition to adding another police officer and stated support for hiring just one new public works employee. She expressed a desire to hear others' opinions. Council Member Carlson stated his support for the public works director's staffing requests, citing trust in their judgment. Council Member Thompson noted that Director Monroe had previously stated he could operate with one additional employee, which aligned with the reduced

staffing proposal. Council Member Smalling questioned whether this decision was merely delaying the inevitable need for more staff. Mayor Wiggill opened the floor for full discussion. Council Member Rigley said she had previously discussed the topic with Mayor Wiggill and echoed the sentiment that department heads should be trusted to know their staffing needs. She referenced increasing call volumes and a lack of sustainability in maintaining full staffing benchmarks, concluding that both departments should receive the additional staff they had requested.

Council Member Bartling emphasized that the City should prioritize infrastructure and avoid falling further behind in maintenance. He supported adding two public works employees and asked Chief Jamison how many months in the last year his department had been fully staffed. Chief Jamison responded that two officers had been lost—one due to termination following a criminal investigation, and the other due to state certification loss. Both cases were beyond the City's control. He stated that relying on full staffing as a benchmark was not appropriate, as the call volume had remained consistently high regardless.

Council Member Bartling asked how long vehicles had gone unused due to unfilled positions. Mayor Wiggill clarified that during the gap created by losing those officers, vehicles had sat unused. Chief Jamison explained that new hires were made approximately two months after each vacancy occurred. Council Member Bartling asked whether any officers were currently in training or at POST. Chief Jamison confirmed no.

Council Member Smalling voiced support for the hiring plans. She added that the public works department had upcoming responsibilities, such as managing gas lines, that justified the additional staff. She emphasized that department heads had the best understanding of their operations and workloads and were in the best position to recommend staffing needs.

Mayor Wiggill acknowledged concerns about the financial impact of adding personnel but concluded that there was majority support on the Council for proceeding with the hires.

Council Member Thompson who initially raised staffing concerns responded that she had no intent to change minds but wanted to share her analysis. She had reviewed call logs showing 512 calls in a two-week period among 10 officers, averaging 52 calls per officer over 10 working days, or five calls per day. She noted that most of the calls were for extra patrols. She added that five calls per day did not appear to indicate a situation that required immediate staffing increases.

Council Member Smalling reminded the group that each call often required follow-up paperwork and additional time spent at the office, making the workload more substantial than the call volume alone suggested. Council Member Thompson acknowledged the point and emphasized they were simply sharing their reasoning. Mayor Wiggill thanked her for expressing her opinion and confirmed it would be part of the public record.

Recorder Supp then asked if there were any additional budget-related questions. There was no response from the Council. Recorder Supp asked if anyone else had remaining concerns. There were none.

Council Member Rigley made a motion to move back into the Special Session and Council Member Carlson seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley, Smalling and Thompson voting yes.

**SPECIAL SESSION**

**1. Discuss and Approve Resolution 2025-10 Adopting Fiscal Year 2026 Tentative Budget**

**and Scheduling the Public Hearing:** Mayor Wiggill asked for final comments or questions. Hearing none, a motion to approve the tentative budget was made and seconded. The resolution included the hearing date and location—June 17 at 6:30 p.m. at the Sunset City Council Chambers.

Council Member Carlson made a motion to approve Resolution 2025-10 Adopting the Fiscal Year 2026 Tentative budget and scheduling the public hearing for June 17, 2025. Council Member Rigley seconded the motion. The motion passed with Council Members Bartling, Carlson, Rigley and Smalling voting yes and Council Member Thompson voting no.

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

The meeting adjourned at 7:32 p.m.

Approved – July 1, 2025

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Scott Wiggill, Mayor

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Nicole Supp, Recorder

Minutes of a regular meeting held June 3, 2025 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
Nancy Smalling	Council Member
Nakisha Rigley	Council Member

**City Employees Present:**

Recorder Supp	Recorder
Brett Jamison	Police Chief
Beau Fullmer	Public Works Ops Manager

**Others Present:**

Katherine Hunter	Sunset
Paula Collier	Sunset
Vince Collier	Sunset
Cornel Thomas	Sunset
David Solis-Aguiree	Sunset
Kevin Simmons	1300 N. Development
Matt Carter	1300 N. Development
Gary Knapp	1300 N. Development

**Excused:**

Hope Thompson	Council Member
Jason Monroe	Public Works Director

The regular session was called to order at 6:31 p.m. by Mayor Wiggill.

Council Member Rigley gave a prayer/inspirational thought and led the Pledge of Allegiance.

**APPROVAL OF VOUCHERS:** Alpine Excavating in the amount of \$32,190.62 for the final pay request on the 1800 North Waterline Project. Council Member Carlson asked Public Works Ops Manager Beau Fullmer if the work was completed and satisfactory. Ops Manager Fullmer replied yes and it is sanitary.

Council Member Bartling made a motion to approve the voucher for Alpine Excavating and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley and Smalling voting yes.

**Public Comments:** Paula Collier – 1627 N 350 W – Mrs. Collier addressed the Council and asked those present to participate in a brief exercise. Mrs. Collier invited everyone to close their eyes and imagine driving home after a long, hard 12-hour workday—something that occurred

almost daily. She described arriving at home, a place where one should feel safe and joyful, and asked everyone to envision walking from their car toward the house on the way you hear a loud startling bark. Mrs. Collier then prompted everyone to open their eyes and asked, “How do you feel?” Mayor Wiggill responded, stating, “Startled.” Mrs. Collier continued by asking how it would feel to be met, every single day and multiple times a day, by a large Great Dane right in one's face. Mrs. Collier emphasized the fear and discomfort this caused, especially when holding a baby or accompanying a child with a disability who could not defend themselves. Mrs. Collier explained the distress of feeling unsafe at home—having grandchildren, family, and neighbors unable to approach without being barked at—and asked how many times a concern must be raised before something is done. Mrs. Collier expressed deep frustration and stated she could no longer endure the situation. Mrs. Collier urged the Council to take action to keep her family safe from a neighbor who had repeatedly ignored requests for help. Mrs. Collier stated a desire to avoid filing a civil suit, preferring to live peacefully as she had growing up in Liberty, a place Mrs. Collier described as peaceful and harmonious. Mayor Wiggill thanked Mrs. Collier for sharing her concerns and stated that the matter would be looked into.

Vince Collier – 1627 N 350 W – Mr. Collier apologized, explaining he was not comfortable speaking in front of others, and began by mentioning ongoing issues with dog waste at his neighbor’s home. Mr. Collier described how the neighbor “gets off easy” and stated that the neighbor had admitted as much directly. Mr. Collier offered to share video evidence with anyone interested. He recounted a recent interaction in which he told the neighbor he would stop contacting the police if the neighbor would simply clean up after the dogs and install a barrier between the shed and the fence to keep the animals at least six or seven feet back. Mr. Collier stated that the neighbor agreed and claimed they would install a fence on the other side. This has not happened yet. Mr. Collier said the Great Danes—sometimes two—chased people down the street, creating a dangerous situation. While noting that the larger, brown dog had not been around for about a month, Mr. Collier shared that he had come to the meeting to ask the neighbor, Council Member Thompson, who was not present, to resign from her position overseeing City beautification. Mr. Collier questioned how someone could hold such a position while allowing their own property to deteriorate. Mr. Collier accused the neighbor of dishonesty, citing video evidence of the individual making various promises, including arranging dog training and building a fence. Mr. Collier urged the Council to take action if the neighbor refused to resign. Although Mr. Collier admitted not knowing how such matters were handled in the City of Sunset, he expressed hope the Council could intervene. He emphasized that he had attempted to resolve the issue quietly and pointed out that he had never reported the neighbor’s father—also known for poor property upkeep—despite living next door to him as well. Council Member Rigley asked if she could view the video. Mr. Collier responded affirmatively and expressed concern about retaliation, citing examples of others who had experienced it after speaking out. Mr. Collier clarified he simply wanted to live peacefully. Mayor Wiggill assured that the concern would be addressed. Mr. Collier concluded by acknowledging how difficult it was to speak in public. He explained that he had planned to attend three or four prior meetings but had backed out each time. He asked the Council for help, stating earnestly that he was “begging for help.” Mayor Wiggill thanked Mr. Collier and reminded everyone that those interested in viewing the video could reach out to Mr. Collier privately after the meeting.

### **Regular Meeting**

1. **Discuss and Approve Resolution 2025-12 Approving Amendments to the Betterment Agreement with UDOT:** Mayor Wiggill asked if there were questions or concerns. There were none.

Council Member Rigley made a motion to approve Resolution 2025-12 and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley and Smalling voting yes

2. **Discuss and Approve Development Agreement for Sunset Mixed Used with Matt Carter:**

Matt Carter expressed appreciation for being present and asked if there were any questions. Mayor Wiggill noted that Council Member Carlson who is the liaison for Planning Commission had attended a prior meeting on the topic and asked if any questions or concerns had been raised. Council Member Carlson responded with concern about not being previously aware of the proposed project phasing and stated their apprehension regarding that aspect. Mayor Wiggill asked Mr. Carter to elaborate on the phasing, noting it hadn't been mentioned in the original plan. Mayor Wiggill stated they hadn't discussed the matter in depth with the liaison beforehand and asked when phasing was incorporated and what it entailed.

Mr. Carter responded that the two-phase approach had been part of the plan from the beginning, attributing the oversight to poor communication. He said the original contract with the property owners had been based on two phases and that the financial planning was structured accordingly. Council Member Carlson remarked that the first phase seemed to financially support the second, which made sense.

Mayor Wiggill clarified that the colored sections of the plan indicated the different phases. Mr. Carter confirmed that most of the major work, including sewer relocation and street development, would be completed in Phase One, which included 46 lots. Phase Two would include 38 lots. He said that the intent was to minimize initial financial burden by frontloading the major infrastructure work. Mayor Wiggill acknowledged this approach and asked if there were any further concerns.

Mr. Carter added that the development team had worked with Director Monroe to ensure the City's requirements were addressed in Phase One. He noted that the sewer from the east side, near the gas station, needed to be relocated and integrated into their system, which would also be completed in Phase One.

Council Member Bartling identified a discrepancy on page six of the agreement, noting that the written word said "10 feet" while the parenthetical stated "10 inches," which was a significant difference. This was found under Section H, item one, on the second line. Recorder Supp clarified that it appeared to be a simple typographical error involving foot and inch indicators and committed to correcting it in the amendment. Mayor Wiggill confirmed that the amendment would resolve the error. Council Member Bartling noted that was the only inconsistency he had observed between the wording and the numerical representation. Mayor Wiggill praised the catch.

Mayor Wiggill then shared a concern about the current condition of the property, citing overgrown weeds and trees, and asked how soon work would begin on the site. Mr. Carter explained that the entire development was projected to cost approximately \$3.5 million, with Phase One accounting for \$2.5 million. He stated that the entire site would be cleared and

graded during Phase One. Phase Two's cost would be about \$1 million, but all clearing would occur in Phase One. Mayor Wiggill asked for a specific start date. Mr. Carter replied that the team planned to start on June 10, with a pre-construction meeting scheduled for that day. He said bulldozers and front loaders would begin mobilizing that week. He added that this strategy would actually save money, even if it required a bit more work upfront.

Mayor Wiggill asked if there were any additional concerns or questions.

Operations Manager Fullmer raised a stormwater concern and asked if the team could install about 10 feet of silt fencing where a lateral had been dug up, noting that stormwater events were unpredictable. Mr. Carter agreed, confirming that it was part of the stormwater protection plan. Operations Manager Fullmer added that although the concrete and weeds had stabilized, runoff had occurred onto the sidewalk.

Council Member Carlson commented on the SWPPP (Storm Water Pollution Prevention Plan) signage. Mr. Carter confirmed they would start addressing that immediately.

Recorder Supp reminded everyone that approval should be conditional upon submission of the bond and final CC&Rs. Mr. Carter acknowledged that only a few amendments remained for the CC&Rs. Recorder Supp noted that a draft had already been submitted and final versions could be submitted closer to project completion. Mr. Carter confirmed and said he was sending the bond letter immediately, having just received it at 5:30.

Council Member Smalling asked how long the entire project would take and whether it was expected to span a decade. Council Member Carlson asked who the general contractor was. Mr. Carter stated that MC Green and Sons would be handling all the underground work. He estimated that Phase One's horizontal improvements (asphalt, concrete, etc.) would be completed before October. Building plans would be submitted soon.

Mr. Carter said that within a couple of weeks, he would submit building plans and hoped to begin pulling permits by late September or early October. That timeline would allow for review and redlining prior to vertical construction.

Council Member Carlson expressed appreciation for how cooperative Mr. Carter had been. Mr. Carter said the working relationship had been mutually beneficial and thanked the City staff for being easy to work with. Mayor Wiggill agreed, saying the City staff had also appreciated the collaboration. He acknowledged the financial and time pressures developers faced and expressed gratitude for the respectful and professional approach taken. Mr. Carter reiterated appreciation. Mayor Wiggill thanked Mr. Carter and his team for their efforts and collaboration.

Council Member Carlson made a motion to approve the Development Agreement for Sunset Mixed Use and Council Member Bartling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley and Smalling voting yes.

- 3. Mayor, Council and Department Head Reports:** Council Member Carlson reported on fire department call numbers, which included: 29 traffic incidents, 26 medical calls for illness, 31 unconscious individuals, 12 seizures, 17 falls, 41 lymphatic-related issues, 37 medical alarms, 25 behavioral health or suicide-related calls, 1 abdominal emergency, 2 allergic reactions, 6 breathing issues, 21 hemorrhage/laceration incidents and some individuals found on the

ground without clear causes. Council Member Bartling inquired about the new ambulance. Council Member Bartling said it was in excellent condition and still smelled brand new.

Council Member Smalling highlighted the upcoming parade scheduled for July 12. She encouraged residents to participate, noting that no formal group membership was necessary. She suggested families could decorate their bikes and join in. Council Member Smalling promoted the "Sunset on the Go" app for updates about City events, water shutoffs, and garbage service changes.

Council Member Rigley shared a meeting with the Davis CTC earlier that day about sponsoring a GooseChase scavenger hunt during Fun Days. The event would run for a few days and include both City- and family-focused challenges tied to mental health, connectedness, and substance abuse prevention. Council Member Rigley also reported a board update from Wasatch Integrated, noting that the initially selected executive director had declined the offer, and Preston Lee, who already worked in administration, had accepted the role. She expressed support for this outcome. Council Member Rigley responded that she had been concerned about hiring from outside and were glad to hear the resolution. Council Member Rigley said she would send reminders about upcoming retirement events and noted a potential date change for the Mental Health Fair to avoid conflict with another community event. She suggested working with another nonprofit to create a collaborative day of events. She planned to send the signup form for vendors and participants soon.

Council Member Bartling reported working on a flyer to reboot CERT (Community Emergency Response Team) efforts and described reviewing emergency preparedness inventory in the basement. He was working to ensure budgeted funds were spent wisely before the fiscal year ended.

Council Member Rigley mentioned that CTC would provide extra volunteers for the fun days breakfast event since the youth Council Members were unavailable.

Recorder Supp reported a busy week in the office due to changes in garbage collection days, which had moved to Mondays. She also reminded attendees that it was the declaration week for City candidacy. Mayor Wiggill noted that any prospective candidates should ask for Recorder Supp upon entering City hall and directed attention to the sign on the door for guidance.

Operations Manager Fullmer asked if their team would be needed for the scavenger hunt. Council Member Rigley responded that it wouldn't require help from public works, though one challenge might involve saying hello to a team member. She suggested setting up a separate meeting to discuss Rachel Runyan Park preparations for the upcoming event.

Chief Jamison then provided an update. He confirmed that the department had addressed an ongoing issue involving Mr. Collier and hoped for resolution soon. There were no other major updates.

Council Member Carlson thanked Chief Jamison for their service. Council Member Rigley asked if the department was fully staffed again. Chief replied affirmatively but cautiously. Council Member Bartling thanked the Chief for his budget-related communications and appreciation of the Council's efforts.

Mayor Wiggill concluded by expressing shared enthusiasm for upcoming fun days and mentioned a flyer promoting events like the parade and car show. He discussed organizing a cornhole tournament with prizes and reminded everyone that this year's car show would take place at Rachel Runyan Park due to ongoing road construction. Mayor Wiggill commended both the police and public works departments for their often unseen but essential contributions. He closed by asking if there were any further questions or concerns. Hearing none, a motion to adjourn was accepted.

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

The meeting adjourned at 7:05 p.m.

Approved – July 1, 2025

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Scott Wiggill, Mayor

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Nicole Supp, Recorder

Minutes of a regular meeting held June 17, 2025 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
Nancy Smalling	Council Member
Nakisha Rigley	Council Member
Hope Thompson	Council Member

**City Employees Present:**

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

**Others Present:**

Katherine Hunter	Sunset
Paula Collier	Sunset
Vince Collier	Sunset
Cornel Thomas	Sunset
David Solis-Aguiree	Sunset
Ray Chapman	Sunset
Lee Garcia	Sunset
April Larson	Sunset
Payton Osborne	Sunset
Brenda Ewell	Sunset

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

Council Member Smalling gave a prayer/inspirational thought and led the Pledge of Allegiance.

**APPROVAL OF MINUTES:** Council Member Thompson made a motion to approve the meeting minutes from May 6, 2025 as presented and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley, Smalling and Thompson voting yes.

**Public Comments:** Ray Chapman – 836 N 250 W – Mr. Chapman stated that he was running for City Council and expressed a desire to see a “Meet the Candidates” night organized and recalled similar events held in the past at City Hall. Mr. Chapman asked to be informed if someone planned to host such an event but wanted July 1<sup>st</sup> and 15<sup>th</sup> noted as unavailable dates for him due to surgery.

Lee Garcia – 283 W 1600 N – Mr. Garcia apologized for arriving late and expressed concern about the recent delivery of a recycling bin. Mr. Garcia questioned how the City could mandate

payment for a service that residents had not requested, characterizing it as a violation of federal and state laws. Mr. Garcia stated he did not produce enough recyclable waste to justify the cost and argued that the only beneficiaries were the corporations running the service. Mr. Garcia presented a calculation estimating over \$300,000 in revenue generated from 5,000 residents, stating that residents were essentially paying to provide labor for a for-profit business. Mr. Garcia argued that the recycling material would likely be exported and not benefit the local community. He cited legal concerns about forced payment for unsolicited services and questioned how the arrangement had been approved without pushback, noting that other cities, such as Layton, had opposed similar measures. Mayor Wiggill asked Mr. Garcia for a phone number to follow up, clarifying that Council was not permitted to engage in back-and-forth dialogue during the public comment period. Mr. Garcia reiterated that many community members, particularly the elderly, did not understand the reason behind the mandatory recycling fee, calling the issue serious. Mayor Wiggill thanked Garcia for sharing their concerns and for attending the meeting.

Vince Collier – 1627 N 350 W – Mr. Collier stepped forward and apologized to Council Members Smalling and Rigley for a previous social media post. Mr. Collier said he had refrained from tagging the individuals to avoid possible accusations of bullying or harassment. Mr. Collier addressed Police Chief Jamison directly, expressing sympathy for the chief's lack of control in managing a problematic resident who had been elected to the Council. Mr. Collier alleged that Council Member Thompson could retaliate by voting against departmental needs due to a past ticket. Mr. Collier thanked the chief for a quick response following the previous Council meeting but called the situation an embarrassment for the City, citing the need to call in outside assistance. He expressed disappointment in Mayor Wiggill's handling of the matter and stated that if Mayor Wiggill had experienced similar issues at his home, the problem would have been resolved sooner. Mr. Collier described an incident involving animal control that followed repeated calls and submission of photos. According to Mr. Collier, the animal control officers were shocked by the state of the backyard, with one reportedly saying, "Wow, this is bad." He continued, referencing social media posts made by the problematic Council Member accusing neighbors of harassing their dogs. Mr. Collier said their spouse had exited their car when the Council Member's dog charged the fence, causing fear. The spouse had reacted by yelling at the dog, which Mr. Collier said was not harassment. He accused Council Member Thompson of blaming others for personal issues, citing examples involving public works, police, and yard maintenance, and offered to share recorded videos to support these claims. Mayor Wiggill thanked Collier for sharing their comments and for participating in the meeting.

Payton Osborne – 1634 N 350 W – Mr. Osborne explained that he had grown up in Sunset and had recently returned to purchase a family home. Mr. Osborne mentioned he now must move elsewhere for work but had concerns for the next family to occupy the property. He described a neighboring house with ongoing issues, including dogs that frightened children, reckless driving incidents, frequent arguments, and an increasing number of parked vehicles including a motor home and camper. Mr. Osborne said the property had become one to be avoided, expressing concern for future residents. Mayor Wiggill thanked Osborne for sharing those concerns.

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

**F. To Solicit Input from Sunset City Residents for the Adoption of Fiscal Year 2025 Amended Budget:** Mr. Garcia interjected, stating that they did not believe the recycling program should be included in the City's fiscal budget. Mayor Wiggill acknowledged the comment and moved on to the next public hearing item.

**G. To Solicit Input from Sunset City Residents for the Adoption of Fiscal Year 2026 Final Budget:** Mr. Garcia again requested that the recycling program be removed from both the FY2025 and FY2026 budgets. Mayor Wiggill acknowledged the request.

**H. To Solicit Input from Sunset City Residents on Fund Transfers for Fiscal Year 2025 and Reallocation of Park Funds:** There were no comments.

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

### **Regular Meeting**

**1. Introduction and Updates from Wallace Stenger School Principal:** Council Member Bartling confirmed that the principal was unable to attend.

**2. Consider Resolution 2025-15 Adopting the Fiscal Year 2025 Final Budget Amendments:** Recorder Supp provided an overview, stating that the amended Fiscal Year 2025 Budgets included a \$900,000 transfer from the General Fund to the Public Works Capital Projects Fund to support infrastructure and park needs. Additionally, the previously approved \$25,000 allocated to Central Park was increased to \$30,000, allowing broader use across any City parks.

Council Member Smalling made a motion to approve Resolution 2025-15 and Council Member Rigley seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley, Smalling and Thompson voting yes.

**3. Consider Resolution 2025-14 Adopting the Fiscal Year 2026 Final Budgets:** The next item was consideration of Resolution 2025-14, adopting the Fiscal Year 2026 final budget. Recorder Supp shared key highlights, including:

- A 5% cost-of-living increase for all employees, totaling \$84,910.
- \$1,200 in unallocated donations to be distributed by Council for requests under \$200.
- A \$329,530 increase in the General Fund budget compared to FY2025.
- A \$79,070 increase in the Utility Fund budget compared to FY2025.
- Funding for various capital projects including police vehicles, new staffing positions, a deputy recorder, administration upgrades, and communications systems.
- Joint slurry seal project with Clearfield City on 800 North.
- Parks improvements and upgrades.
- A UDOT project on 1800 North, with \$195,985 in this fiscal year going toward the City's betterment costs.

Council Member Bartling asked whether the term "slurry seal" should be replaced with "chip seal." Director Monroe confirmed the project has a chip seal so no need to rephrase.

Council Member Carlson made a motion to approve Resolution 2025-14 and Council Member Bartling seconded the motion. The motion passed with Council Members Bartling, Carlson, Rigley and Smalling voting yes and Council Member Thompson voting no.

4. **Consider Resolution 2025-13 Adopting the Certified Tax Rate:** Recorder Supp mentioned that this rate increased the City's revenue by approximately \$4,000 and this rate was not set by the City it was set by the County. Council Member Bartling inquired about the previous year's rate, and Recorder Supp noted that it was slightly lower.

Council Member Thompson made a motion to approve Resolution 2025-13 and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley, Smalling and Thompson voting yes

5. **Mayor, Council and Department Head Reports:** Council Member Bartling reported that he, along with the Public Works Director, had secured four pallets of emergency water and one case of reflective emergency blankets. He expressed gratitude to Director Monroe for facilitating this and also thanked residents running for Council seats, encouraging participation in the upcoming election.

Council Member Rigley expressed enthusiasm about the number of residents running for City Council and appreciated the high level of community involvement. She noted that preparations for Fun Days were underway, including laying out a map for vendor placements in the park. Council Member Rigley also mentioned organizing a scavenger hunt scheduled for Monday and Tuesday, July 7th and 8th—the week leading up to Fun Days. Participants would use a phone app to complete tasks and submit photos or videos, with prizes awarded Friday night at the event. Council Member Rigley invited residents to email them for the registration link or check their Facebook page. They also encouraged sign-ups for the City parade, stating the goal was to have a big turnout. Council Member Rigley shared that she served on the board for the Wasatch Integrated Waste Management District and welcomed public emails for information or discussion. She stated that although some may disagree, she believed the former executive director, Nathan Rich, who had just retired, was genuinely committed to keeping the landfill operational and was not acting out of self-interest. Council Member Rigley emphasized that she could vouch for his integrity.

Council Member Smalling reported attending the monthly Senior Days event, held on the second Wednesday. They described it as a quiet but meaningful experience that evolved into vibrant conversations. Council Member Smalling mentioned that she and others considered organizing a community story time, where seniors could share their life experiences with younger residents. She planned to work with a member of the senior activity on that initiative and explore additional intergenerational opportunities. Council Member Smalling also shared information about a suicide prevention training program called QPR (Question, Persuade, Refer), likened to CPR. She noted knowing a certified instructor who might be able to conduct a training session for the City and were gauging interest at this early stage. Regarding Mosquito Abatement Board, Council Member Smalling said she had attended the recent board meeting virtually. The board had conducted seasonal testing and determined that panel sensitivity needed slight refinement, even though results were within acceptable standards.

She reported that 286 acres had been treated to date—117 of those by ground using ATVs, pedal bikes, and electric bikes. She noted the office had received 213 calls, mainly for specialty spraying requests, and encouraged residents to use the City's Mosquito Abatement link on the website to get to the Mosquito Abatement's online site, especially before hosting events. Council Member Smalling confirmed that both City parks would be treated ahead of Fun Days. She stated that the Mosquito Abatement Board's annual audit came back clean, with only minor findings. The board also adopted a slightly increased tax rate. In closing, Council Member Smalling noted there were approximately 18–19 parade entries confirmed so far, including UDOT and U-Haul, with the latter planning a large entry. She encouraged others to join and emphasized that entries did not need to be elaborate.

Council Member Thompson provided updates on the Fun Days car show, stating she had 108 registrants and expected around 60 participants. She was actively forwarding registrants the necessary information and links. Council Member Thompson also planned to visit Lifetime to select donations for the event, hoping to secure either a large item like a kayak or multiple smaller items. Council Member Thompson noted the next Restoration Advisory Board (RAB) meeting was scheduled for July 31st and would include newly appointed members. She mentioned that the recent UTA audit went well and that no program cuts affecting the City were anticipated. The next UTA meeting was set for September 22nd. Council Member Thompson also highlighted programs offered by the North Davis Senior Center, including fall prevention courses, chronic disease and diabetes management, Medicaid assistance, medical transport services, and access to a nursing home ombudsman. She noted the center was in need of volunteers and encouraged community members to engage.

Council Member Carlson stated he didn't have much to report, but reminded everyone of the upcoming Public Hearing meeting with the Fire District on Thursday. Council Member Carlson clarified that budget resolutions would be passed during that meeting and noted he had served on the budget committee.

Chief Jamison acknowledged the Council's support, concerning the recently passed budget. He announced that registration was now open for the Davis County Citizens Police Academy, a 15-week program held every Thursday evening for a \$25 fee. The program was open to the public and hosted in collaboration with various law enforcement agencies throughout the county. Chief Jamison encouraged participation, noting the program provided a hands-on look at law enforcement. Council Member Carlson endorsed the Citizens Police Academy, saying he highly recommended it.

Director Monroe also expressed appreciation for the Council's support in passing the public works budget. He reported that UDOT's 1800 North project was progressing well, with the goal to have the south side paved from Main Street to the railroad tracks before winter. Once completed, work would shift to the existing road and overpass construction. Director Monroe noted that the overpass would need to sit for 365 days before paving due to compaction standards.

Director Monroe mentioned that significant demolition was underway at the Wineger property, causing their office to vibrate from the nearby equipment. He reported two park

restrooms had been vandalized and a broken pipe at Central Park required daytime watering to prevent nighttime flooding. Preparation for Fun Days included cleaning and painting the bowery at the Rachael Runyan park used for the community breakfast. Council Member Smalling thanked Monroe for quickly responding to an email over the weekend and appreciated the resolution of the concern.

Council Member Bartling inquired about the asphalt patch on 250 North near the closed road sign. Recorder Supp responded that she had contacted the contractor, who promised to follow up through the manager. Since the manager had not yet responded, Recorder Supp committed to following up again.

Mayor Wiggill thanked Monroe and acknowledged the public works team's work on Flag Day setup. He noted the ongoing cleanup at the Wineger property and said it was good to see the housing project underway. Mayor Wiggill also thanked Council Member Smalling for attending the seniors' event in his place.

Mayor Wiggill reiterated that Fun Days would take place on July 11th and 12th. He noted the City's skateboard park had been damaged in an accident and was under repair to ensure it would be ready for the skateboard competition. Mayor Wiggill encouraged additional parade entries, especially from local businesses or residents running for office. He reminded the public that sign-ups were still open for the car show and cornhole tournament and that registration could be completed online.

Mr. Chapman asked whether parade participants would be allowed to throw candy. Mayor Wiggill confirmed that candy was allowed but emphasized that no sharp objects should be thrown. He added jokingly that they didn't want anything thrown back at them either.

Recorder Supp reported that newsletters had been picked up for delivery, but due to a printing error, they were being reprinted. She expected them to be delivered to the residents' homes by the end of the week or early the following week.

Mayor Wiggill stated that the meeting had covered all necessary topics and reminded attendees to sign the attendance sheet. He announced a short break before the Council would move into a closed session, to be held in the same room, and asked for a motion to adjourn the regular meeting.

Council Member Smalling made a motion to adjourn the Regular Session and move into a Close Session with a short break in between and Council Member Bartling seconded the motion. The motion passed unanimously with Council Members Bartling, Carlson, Rigley, Smalling and Thompson voting yes.

The Regular meeting adjourned at 7:17 p.m.

Closed meeting began at 7:26 p.m. and adjourned at 7:43 p.m. (see closed session minutes)

Approved – July 1, 2025

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Scott Wiggill, Mayor

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Nicole Supp, Recorder

DRAFT

Minutes of a Closed Session held June 17, 2025 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, Director Monroe, Chief Jamison and Recorder Supp.

**7:26 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 Smalling 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 7:43 p.m.

Approved – July 1, 2025

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Scott Wiggill, Mayor

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Nicole Supp, Recorder

# REQUEST FOR PROPOSALS

## CITY BANKING SERVICES

### SUNSET CITY, UTAH



DRAFT

#### PROJECT OVERVIEW

The City of Sunset (City) requests proposals from local qualified financial institutions (Proposers) for comprehensive commercial banking services.

#### PROJECT DESCRIPTION

The Sunset City Treasurer is requesting proposals from qualified financial institutions for commercial banking services. The City intends to maintain all banking services outlined in this RFP with one financial institution. Wells Fargo currently provides banking services to the City. This request is to validate and compare the services of the market to ensure that the City is receiving the optimum level of service at a competitive price.

This RFP is intended to provide interested respondents with sufficient minimum requirements. The requirements in the Proposal Format for this Request For Proposals (RFP) are not intended to limit a proposal's content or creativity. Proposers may submit innovative ideas, new concepts, and optional features in response to this RFP. Proposers are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP. However, Proposers must address the needs and requirements stated in the Proposal Format of this RFP.

The award of additional features beyond the minimum requirements is at City's sole discretion and will be identified in the resulting contract if deemed appropriate by City and falls in line with the initial RFP.

The City will make every effort to administer the proposal process following the terms and dates outlined in this RFP. However, the City reserves the right to modify the activities, timeline, or any other aspect of the process at any time and as deemed necessary by City staff. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of the proposing financial institution in connection with the preparation or submission of a proposal. The awarding of a contract shall be contingent on the availability of funds and the requisite staff and City Council approvals.

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#### PROJECT SCHEDULE

The anticipated project schedule below is subject to change and may be modified at the discretion of the City. Implementation timelines will be negotiated with the awarded financial institution.

Date	Milestone
[June 20, 2025]	RFP Released

Date	Milestone
[June 27, 2025]	RFP Questions Due
[July 3, 2025]	RFP Responses Due
[July 7 – 10, 2025]	Proposals Reviewed and Interviews Scheduled
[July 15, 2025]	Intent to Award
[Remainder of July 2025 thru August 1]	Contract Negotiation
[August 5, 2025]	Contract Award
[August 2025 – September 2025]	Conversion and Implementation
[October 1, 2025]	Anticipated Contract Start

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## MANDATORY MINIMUM REQUIREMENTS

The proposing financial institution must meet the qualifications described in this section to submit a proposal. Proposals that do not meet these requirements will be deemed as Non-Responsive and will not be considered. Affirmation is required in Attachment A.

### 1. Full-Service Branch Within City Limits

- a. Be a Federal or State of Utah chartered financial institution; and
- b. Have a full-service branch located near the city limits of Sunset City.

### 2. Qualified Public Depository

- a. Be a qualified depository for public funds according to the Utah State Money Management Act Section 51-7-11; and
- b. Be a member of the Federal Reserve System and must have access to all Federal Reserve services (e.g., check processing, electronic funds transfer, etc.); and
- c. Be insured by the Federal Deposit Insurance Corporation (FDIC).

### 3. Legal Compliance

- a. Represents and warrants that the institution is familiar with local laws and ordinances, and will conform to all local, state, and federal laws, including but not limited to all anti-discrimination laws.

### 4. Technology

- a. The ability to supply web-based information reporting systems and allow multiple users with different security level access; and b. Provide electronic notifications, electronic images of cleared checks front and back, direct deposit services, wire transfers, cashier's checks, and automatic clearinghouse transfers.

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## PROPOSAL FORMAT

The proposals should contain the following information in the general order listed:

### 1. Signed Introductory Letter

Include a statement that your firm agrees to all the requirements and conditions stated in the RFP document.

### 2. Table of Contents

The table of Contents should follow the RFP format.

### 3. Institution's Profile

Please provide the following information:

a. **Institution Overview** - General overview of the institution, certification of qualifications, customer service philosophy, and identification of the primary office or branch that the City will be assigned to and where the City will conduct its business.

b. **Experience** – Institution's direct experience in servicing public sector clients, the number of public agency clients, and the dollar amount of public funds on deposit.

c. **Relationship Management** – Identify officers responsible for the City's accounts, each person's role and responsibilities, and the relevant credentials and experience of each person on the relationship management team. List the physical location of proposed bank officers (i.e., Sunset, Salt Lake, etc.).

### 4. References

a. Provide a current list of public agency clients within the State of Utah. b. Provide three (3) public agency references for whom you have provided banking services similar to those required by the City. Include for each reference a contact name, title, name of customer, telephone number, e-mail address, and number of years as a customer.

### 5. Business Checking Accounts

Sunset City maintains one business bank account.

The City maintains account that supports both disbursement and deposit functions. This account is used to manage all accounts payable, payroll, and ACH/EFT payments. Accounts payable disbursements are processed weekly through a combination of electronic funds transfers and check issuance. Payroll is issued bi-weekly, primarily through direct deposit, with occasional paper checks as needed. The City's primary method for disbursing funds is electronic transfer. This same account also serves as the City's depository, receiving cash deposits, scanned check batches, and ACH/EFT payments from various online payment vendors. The only debits to the account, aside from disbursements, are banking service charges and withdrawals by online payment vendors, which are taken from the same account into which they deposit funds.

Provide answers to the following questions:

- a. Describe the financial institution's cash deposit requirements.
  - i. How should the coin and currency deposits be bundled?
  - ii. Is there a fee for depositing loose or rolled coins?
- b. Provide examples of the reports for the account analysis statement and the bank statement.
- c. Describe in detail the financial institution's procedures for handling deposit adjustments.
  - i. What documentation on discrepancies does the bank provide?
  - ii. Is the documentation different for cash deposits and check deposits?
  - iii. What is the minimum adjustment amount?
  - iv. How soon would support documentation of a deposit discrepancy be provided to the City?
- d. Describe the financial institution's return item handling and notification procedures.
  - i. How long does it take for the returned items to be sent to the City?
  - ii. Can returned items be automatically re-deposited? If so, how many times?
- e. Provide the options available to maximize the city's earning potential from account balances.
  - i. Can the financial institution set up sweep investment accounts and zero-balance accounts as outlined for Sunset's accounts?
  - ii. For investment sweeps, are monthly earnings statements available?

## **6. Online Banking**

Most of the City's banking will be done online and the financial institution will need to have a robust online banking portal. The financial institution's online banking services should include, at a minimum, the following capabilities:

- a. Secure, dual administration (separation of duties) for initiating and approving wire transfers, ACH transfers, template setups, etc.
- b. Ability to create and administer multiple users accounts with varying levels of access and permissions to online banking tools. This should be accomplished completely online without the need to call the bank to adjust user access or permissions.
- c. Wire transfers and ACH/EFT transfers
- d. Positive Pay capabilities and file upload of new or canceled positive pay issues.
- e. Ability to download PDF electronic bank statements and the ability export account transaction data to Excel on demand.
- f. Daily detailed account reporting showing beginning and ending ledger balances, collected balances, and available balances. Provide a sample of the prior day and intra-day reports that would be the best example of the system's capabilities.

i. If a new banking services provider is chosen, can images from the previous provider be integrated into the new provider's database and made searchable online?

ii. Has your financial institution ever had a successful conversion of check images from one financial institution to another within the government sector? If so, please tell us where and provide a reference we may contact.

h. Stop payments

i. Funds transfers between accounts

j. Viewing of float information on all deposited items

k. Electronic notification of transactions

l. Viewing information on refunds, voids, or deletions of deposits or receipts

m. Information is to be available for a minimum of 90 days

n. Ability to remotely scan checks via a desktop deposit tool in daily batches

i. Will our current check scanning equipment suffice for this or will the City be required to purchase new check scanners? The City currently uses Digital Check Teller Scan TS240.

## **7. EFT Services, Direct Deposit, and Wire Transfers**

The City processes direct deposits of payroll up to three times per month. The payroll files are sent to the bank through the online banking portal for paydays that occur bi-weekly.

Electronic payments to vendors through accounts payable are done up to twice a month. A payment file is uploaded through the banking portal and the EFT payments are scheduled.

Utility payments are uploaded via Forte and Invoice Cloud for direct debit from customers' accounts with the customer's permission.

Wire transfers, although infrequently used, should be available through the online banking portal. Wire transfers are typically reserved for larger transaction amounts or for transaction types that require a wire transfer.

All electronic payments should require a dual approval process; one person uploads or enters the payment information and another to review and approve it. At no time should any single person be able to approve their own EFT submissions.

Provide answers to the following:

a. Describe the financial institution's ACH and Direct Deposit online banking service.

i. What are the different ACH file transmission options available to the City?

ii. What are the transmission deadlines for ACH files? When (day and time) does the financial institution need the file from the City?

iii. What are the hours of operation of the ACH unit?

b. Detail the financial institution backup plans for data transmissions. The City requires immediate notification of any changes or problems and the ability to re-send or delete a file.

c. What screening measures does the financial institution use to minimize errors on files sent to you?

d. How does the financial institution handle payment file, payment batch, and item reversals and deletions?

### **8. Positive Pay Services**

Describe the financial institution's ability to provide Positive Pay services.

a. What type of data transmission can the financial institution accept?

b. What is the deadline for the transmission of check issuance files to the financial institution?

c. How much time will the City have to review discrepancies and notify the financial institution to pay or reject?

d. How is the City notified?

### **9. Conversion**

The City requires a smooth and low-cost transition to a new financial institution.

a. Describe the financial institution's plan to implement the proposed services and to ensure a smooth, error-free conversion. Detail all costs and the responsible party (financial institution or City) associated with the conversion of all new services.

b. Indicate your plans for educating and training City employees in the use of your system(s).

c. Describe in detail how the financial institution handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about exactly whom the City will be calling and working with for the above-described situations.

### **10. Pricing**

Provide pricing of analyzed charged by service category on the Price Proposal Sheet Attachment A. The categories listed in the Price Proposal Sheet Attachment A are listed below.

a. Balance & Compensation Information

b. General Account Services

c. Depository Services

d. Paper Disbursement Services

e. Paper Disbursement Reconciliation Services

f. General ACH Services

g. Wire & Other Funds Transfer Services

h. Information Services (i.e. Alerts, Statements, etc.)

k. Investment/Custody Services (Sweep)

If your financial institution offers an earning allowance on deposited funds, please explain the service and how it will benefit the City. Provide your institution's Earned Credit Rate on the Price Proposal Sheet Attachment A.

Provide your institution's Government Sweep Interest Rate on the Price Proposal Sheet Attachment A.

### **11. Disaster Recovery**

- a. Describe your institution's formal disaster recovery plan.
- b. How quickly will backup facilities be activated?

### **12. Additional Services**

The proposer institution may submit optional proposals for other services, or modifications of services discussed above if the institution feels it has an enhanced value to the Treasurer. Under this category, the institution's presentation should be concise with a detailed listing of costs associated with offerings.

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## **SUBMITTAL REQUIREMENTS**

Submit your proposals electronically through the Utah Public Procurement Place (U3P) or by emailing [nsupp@sunsetut.gov](mailto:nsupp@sunsetut.gov) by 5:00pm current Mountain Time on July 3, 2025. Proposals submitted electronically through the Utah Public Procurement Place may require uploading of electronic attachments. The U3P will accept a wide variety of document types as Word, Excel, and PDF attachments but not all. You MAY NOT submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, etc. Such actions may cause your proposal(s) to be deemed as "Non-responsive".

When submitting an offer electronically through the U3P, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the offer. If you are in the middle of uploading your documents at closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted up to the due date and time.

Jaggaer customer support may be contacted at (800) 233-1121 for guidance on the U3P site.

Offerors are responsible for ensuring that their U3P registration information is current and correct. Stakeholders shall not be responsible for missing or incorrect information contained in the Proposers' registration in the U3P. Incorrect or missing Proposer registration information may result in failure to receive notification from the U3P regarding this procurement.

Proposals received after this deadline will be late and ineligible for consideration. Following the deadline, the names of those responding to the RFP may be made public.

It is the intention of the City to issue a purchase order (or contract) with reasonable promptness, to the highest scoring responsive and responsible offeror that meets the RFP requirements and specifications; however, the City does not guarantee to make any purchase based upon this RFP.

An evaluation committee shall review the submittal material.

There should be no contact made with members of the Sunset City Council, the Mayor, or any other city official or department personnel other than the designee regarding this RFP.

If only one proposal is received in response to the RFP, the purchasing agent, based on feedback from the department, may re-solicit for the purpose of obtaining additional proposals.

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## **QUESTIONS**

Questions arising subsequent to the issuance of this RFP, that could have a significant impact on the responses to the RFP, should be submitted in the RFP Question and Answer section Ref Number #GJ25-154 at the U3P. U3P will then email the answer to all Offerors that downloaded the RFP.

Only written clarifications and addenda issued by the Purchasing Department will be binding for RFP evaluation and award of a contract or purchase order.

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## **SELECTION OF OFFEROR (Two-Stage Scoring/Ranking Process)**

### **Scoring Stage 1**

The evaluation process may be based on these factors. The evaluation process may include numeric scoring.

1. Responsiveness to the RFP - 5 Points
2. Quality of Services Provided - 25 Points
3. Online Banking Services - 25 Points
4. Proposed Conversion Plan - 10 Points
5. Pricing Proposal - 25 Points
6. Additional Services - 10 Points

Cost formula:  $25 (2 - (\text{Proposed Price} / \text{Lowest Proposed Price}))$ .

### **Final Ranking Stage 2 - Discussions with Vendors (Oral Presentation)**

An oral presentation and demonstration by a Proposer will be required for up to the three (3) highest-scoring Proposers. Oral presentations will be made at the Proposers expense.

Advanced Proposers will be interviewed and ranked (1 to # of Proposers invited to Stage 2) based upon but not limited to the Demonstration of financial system functionality, performance quality, customer service, ease of use, methodologies, and questions and answers provided during the presentation.

**The highest-ranked Vendor (#1 ranking) may be awarded a contract upon successful negotiations.**

Should negotiations fail, the City reserves the right to open negotiations with the next highest-ranked Proposer until a successful negotiation has been completed.

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## **INSURANCE REQUIREMENTS**

Provider and Sub providers (if any) shall at all times during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah, with an AM Best rating of A and a financial size category of X, with the types and limits of insurance as set forth in this Section.

The Provider shall provide a Certificate of Insurance with a copy of all endorsements and declarations to the City five (5) days after a request by the City; if no request has been made by the City, the Provider shall provide a Certificate of Insurance to the City no later than thirty (30) days after the execution of the Agreement entered into by the Parties.

The provider must add the City as an additional insured for ongoing and completed operations. The provider expressly agrees to waive all rights of subrogation on the part of the insurer against the City. Failure to provide proof of insurance, as required, will be deemed a material breach of the Agreement.

The Provider shall not cancel or allow the insurance policy to expire unless written notice has been given to the City at least thirty (30) days prior to the cancellation or expiration. The Provider's failure to maintain the insurance requirements below for the term of the Agreement will be grounds for immediate termination of the Agreement.

The liability limits in this Section are the minimum requirements. To the extent the Provider maintains or causes to be maintained on its behalf, liability limits that are higher than the minimum limits stated in this Section, higher liability limits shall be required of the Provider.

### **A. General Liability Insurance**

Bodily injury and property damage in the amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. General property damage liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

### **B. Cyber Liability Insurance**

Cyber Liability Insurance for Provider's liability arising out of the handling, storage, or access to protected information, and shall respond to the loss or theft of protected information, including all legal and forensic expenses, voluntary notifications, credit monitoring expenses, and subsequent third-party liability claims arising from the cyber event. Coverage shall apply to business associates and subcontractors. Limits shall be provided not less than \$2,000,000 for each claim.

### **C. Workers' Compensation**

Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance with a limit of no less than \$1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.

## **D. Crime Insurance or Bankers Bond**

In the event the contractor should have direct access to city funds, crime insurance shall be maintained in an amount not less than \$10,000,000 and including the following insuring agreements:

- Employee Theft
- Forgery or Alteration
- Theft of Money & Securities
- Theft of Money & Securities In-Transit
- Money Orders and Counterfeit Currency
- Computer Crime
- Funds Transfer Fraud
- Theft of Client Funds
- Social Engineering Fraud (Impersonation Fraud)

The selected COMPANY's General Liability insurance shall at all times name the City of Sunset, its officers, employees, and volunteers as additional insured for ongoing and completed operations, on a primary and non-contributory basis with respect arising from any work that results from this bid/contract. The COMPANY shall waive subrogation (rights of recovery) against the City on their General Liability, and Workers' Compensation policies.

**Claims-Made Policies:** If any policies are written on a claims-made basis, the policy shall provide the COMPANY the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period (Tail) of not less than two years. The COMPANY agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The COMPANY'S failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability under this Contract. The retroactive date of any such policy shall be no later than the date this Contract is executed by the parties hereto. If the COMPANY purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto. The Provider agrees to maintain and evidence any claims made policies for four years beyond the expiration date of this contract.

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## **FORMATION OF THE CONTRACT WITH THE SELECTED APPLICANT**

After selecting an applicant, the City may conduct additional negotiations with the applicant to arrive at a best and final offer. When both parties are in agreement, a contract will be entered into and executed by the Mayor. The selected applicant will be bound by the provisions of the Sample Contract attached to this RFP.

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## **TERM OF AGREEMENT**

The successful Vendor may be issued a contract for a period defined in the winning Consultant's project schedule. Upon mutual agreement of the City and Consultant, the agreement may be renewed for an additional negotiated term as needed to complete the procurement and implementation of banking services.

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## **REPRESENTATION REGARDING ETHICAL STANDARDS**

By submitting a proposal in response to this Request for Proposals, the offeror, or contractor represents that they have not: 1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; 2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the city conflict of interest ordinance; or 3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city conflict of interest ordinance, title 1, chapter 17 of the Sunset city code.

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## **OTHER REQUIRED INFORMATION & MATERIALS**

For all service-related purchases, the contractor will be required to sign the City Agreement for Services. A draft copy is provided below.

### **A. Exceptions**

If the offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. The City may not accept exception requests after the due date has expired and responses have been received.

1. Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted as a separate document accompanying the offeror's proposal identified as "Exceptions."

However, any exceptions submitted may render the submission non-responsive to the requirements listed. The City shall be the sole determiner of the acceptability of any exception. Therefore, we encourage you to SUBMIT your questions or concerns using the Question-and-Answer process as defined in the RFP (Questions and Clarification), rather than submitting Exceptions as part of your proposal. If allowed by the City, exceptions will be considered in the evaluation, award processes, and any future contract negotiations.

### **B. Banking Services Agreement**

If the Provider prefers or requires the use of their banking services agreement, the Provider(s) must provide a copy of their agreement for consideration at the time of their RFP response submittal. If considered, the City will need to negotiate various terms and conditions that align with and protect the City as a governmental entity.

### **C. Right to Reject**

The City reserves the right to reject any banking services agreement in part or in full without further consideration and to deem said proposal as Non-Responsive.

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## **PROTECTED INFORMATION**

(a) The Government Records Access and Management Act (GRAMA), codified as Utah Code Ann., Subsection 63G-2-101, et seq., as amended, allows for limited protection of disclosure of certain confidential records. Subject to Subsection (b), all information contained in any RFPs submitted to the City shall be classified as public, but only after the City has awarded and executed a Contract with the winning Vendor.

(b) Any Claim of Business Confidentiality submitted pursuant to Utah law and in accordance with GRAMA may, in the sole discretion of the City, be classified as protected information. By submitting this RFP, the Vendor agrees to be bound by the City's classification of its information submitted with its RFP and releases from liability and agrees to indemnify the City for any disclosure of confidential information. The Vendor must clearly identify and describe in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

(c) The City reserves the right to classify as a public record any proposal submitted that does not comply with the GRAMA statute without further discussion with the Vendor. The City may decline to designate any information as PROTECTED if the Vendor uses a blanket claim of business confidentiality and/or fails to adequately describe or specify its confidentiality claims in sufficient detail, as determined in the City's sole discretion.

(d) All materials submitted become the property of the City, including originals, and will not be returned. Materials may be evaluated by anyone designated by Sunset City as part of the proposal evaluation committee.

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## **APPLICABILITY OF CITY CODE**

The Sunset City Code applies to this proposal process, including, but not limited to, Title 1 Chapter 17 of said code.

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## **REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected.

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## **INCURRING COSTS**

Sunset City will not be liable for any cost that applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.

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**Contact Information:** Nicole Supp, City Recorder/Office Manager, City of Sunset, 200 W 1300 N, 801-614-9102, [nsupp@sunsetut.gov](mailto:nsupp@sunsetut.gov)

Kimber Roth, City Treasurer, 801-614-9103, [kroth@sunsetut.gov](mailto:kroth@sunsetut.gov)

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*This RFP document is subject to modification.*





### AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into between the City of Sunset (the "City"), a municipal corporation, and [Name of Contractor] ("Contractor"):

The parties agree as follows:

1. **Scope of Work:** The Contractor shall perform, or cause to be performed, the services according to the terms and conditions set forth in the City's solicitation.
2. **Solicitation of Services:** The City solicited bids, proposals, or quotes for services identified in the Scope of Work. Contractor timely and properly submitted a bid, proposal, or quote meeting the City's solicitation requirements.
3. **Term:** This initial term will begin on the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). The term of the Agreement shall terminate [on date OR number of years]. This Agreement may be renewed for [# of optional renewals] additional [# of years]-year terms upon a written agreement, signed by both parties.
4. **Payment:** In consideration of performing and completing the scope of work identified herein, City shall pay Contractor in an amount not-to-exceed [dollar amount].
5. **Entire Agreement:** The following attachments are incorporated herein by reference and shall be part of the Agreement:
  - a. Attachment A: Standard Terms and Conditions
  - b. Attachment B: City's Solicitation
  - c. Attachment C: Contractor's Bid/Proposal/Quote
  - d. Attachment D: Insurance Certificate

<b>CONTRACTOR</b>
<div style="text-align: right; margin-bottom: 10px;">Date: _____</div> <div style="margin-bottom: 10px;">By: _____</div> <div>Title: _____</div>

<b>CITY OF SUNSET CITY</b>	
_____	
Mayor	Date
ATTEST:	
_____	
City Recorder	Date
APPROVED AS TO FORM:	
_____	
City Attorney's Office	Date

## ATTACHMENT A

### (STANDARD TERMS AND CONDITIONS FOR SERVICES)

This is for an Agreement for Services (including professional services), meaning the furnishing of labor, time, or effort by a Contractor.

1. **Definitions:** The following terms shall have the meanings set forth below:
  - a) "City" means the municipal corporation, including all departments, divisions, offices, or other organizations.
  - b) "City Officials" means elected officials, employees, and agents of the City.
  - c) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The City reserves the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - d) "Solicitation" means the documents used by the City to obtain a Contractor's bid, proposal, or quote.
  - e) "Subcontractors" means businesses, individuals, organizations, associations, and other agents of the Contractor at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent Contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Agreement, including Contractor's manufacturers, distributors, and suppliers.
2. **Governing Law and Venue:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in West Jordan City, in the Third Judicial District Court for Salt Lake County.
3. **Laws and Regulations:** At all times during this Agreement, Contractor and all services performed under this Agreement will comply with all applicable federal, state, and city constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **Records Administration:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the City to Contractor under this Agreement. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, federal and state auditors, and City staff and agents, access to all such records.
5. **Conflict of Interest:** Contractor represents that none of its officers or employees are officers or employees of the City or the State of Utah, unless disclosure has been made to the City.
6. **Independent Contractor:** Contractor's legal status is that of an independent Contractor, and in no manner shall Contractor be deemed an employee or agent of the City and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent Contractor, shall have no authorization, express or implied, to bind the City to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the City. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
7. **Release and Indemnification:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors. Contractor shall release the City, its agents, elected officials, officers, and employees (collectively, "City officials") from all loss, liability, damage, damages, claims, demands, judgments, and attorneys' fees and costs (collectively, "liabilities") arising out of or related to the City officials' negligent acts, errors, and omissions. Contractor shall fully indemnify the City, its agents, elected officials, officers, and employees from all liabilities arising out of or related to the intentional or negligent acts, errors, and omissions of the Contractor and the performance of this Agreement. This section includes the right of the City to be released by Contractor and indemnified against third parties from any liabilities brought against the City for intellectual property infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability that such limitations of liability will not apply to this section. This release and duty to indemnify shall be ongoing and survive the termination or expiration of this Agreement up and until all such statute of limitations for claims, actions, and demands have expired.
8. **Limitation of Liability:** If a judicial body determines that the release of liability and indemnification provision, or any part thereof, violates federal, state, or local laws, City officials shall not be liable for loss, liability, damage, damages, claims (third-party or otherwise), demands, judgments, and attorneys' fees and costs, arising out of or related to, the intentional or negligent acts, errors, and omissions for an amount more than 20% of the contract price. This limitation of liability shall be ongoing and survive the termination or expiration of this Agreement up and until all such statute of limitations for claims, actions, and demands have expired.
9. **Amendments/Change Orders:** This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement. Any changes in the scope of services to be performed under this Agreement shall be in the form of a written amendment to this Agreement, mutually agreed to and signed by both parties, specifying any such changes to time, price, or other factors arising from the changes in the scope of services. Unless the City and the Contractor have agreed in writing before the performance of additional services, the City shall not be obligated to pay for the additional services and Contractor waives all rights to seek payment for additional services.

10. **Debarment:** Contractor certifies that it is not presently, nor has it ever been, debarred, suspended, or proposed for debarment by any governmental department or agency, whether International, national, state, or local. Contractor must notify the City within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any Agreement by any governmental entity during this Agreement. Contractor shall be bound by the Debarment and Suspension section(s) of the West Jordan City Code that is in effect at the time the City seeks to debar or suspend the Contractor from further bidding or other work.

11. **Termination:** Unless otherwise stated in this Agreement, this Agreement may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and is subject to the remedies listed below. This Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The City and the Contractor may terminate this Agreement, in whole or in part, at any time, by mutual agreement in writing. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services ordered prior to date of termination.

Contractor shall be compensated for the services properly performed under this Agreement up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the City is limited to full payment for all services properly performed as authorized under this Agreement up to the date of termination.

12. **Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days written notice delivered to the Contractor, this Agreement may be terminated in whole or in part at the sole discretion of the City, if the City reasonably determines that: (i) a change in Federal, State, or City legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; (ii) that a change in available funds affects the City's ability to pay under this Agreement; (iii) the City Council fails to fund the event. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal, State, or City funding, whether as a result of a legislative act, action by the Utah Judicial Council or by order of the President or the Governor.

If a written notice is delivered under this section, the City will reimburse Contractor for the services properly ordered until the effective date of said notice. The City will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

13. **Suspension of Work:** Should circumstances arise which would cause the City to suspend Contractor's responsibilities under this Agreement, but not terminate this Agreement, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the City.

14. **Insurance:** Contractor shall at all times during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah with the types and limits of insurance as set forth in this Section. The Contractor shall provide a Certificate of Insurance to the City five (5) days after a request by the City; if no request has been made by the City, the Contractor shall provide a Certificate of Insurance to the City no later than thirty (30) days after the execution of this Agreement. Contractor must add the City as an additional insured for ongoing and completed operations. Contractor expressly agrees to waive all rights of subrogation on the part of the insurer against the City. Failure to provide proof of insurance, as required, will be deemed a material breach of this Agreement. The Contractor shall not cancel or allow the insurance policy to expire unless written notice has been given to the City at least thirty (30) days prior to the cancellation or expiration. The Contractor's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.

The required limits shall be as follows:

a) If the City's solicitation sets forth the coverage requirements for General Liability Insurance, Automobile Liability Insurance, Workers Compensation, and Professional Liability Insurance ("Four Insurances"), the Contractor shall be required to provide those limits.

b) If the City's solicitation did **not** set forth coverage requirements for **any or all** of the Four Insurances, the Contractor shall be required to provide those minimum limits set forth below for **any** of the Four Insurances that were not included within the solicitation. Any insurance coverage limits set forth in the City's solicitation that conflict with any of the categories below shall be governed by that category set forth in the City's solicitation. The limits below shall only apply if such category is not included within the City's solicitation.

- A. **General Liability Insurance.** Bodily injury and property damage in the amount not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. General property damage liability insurance in an amount not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. Products and Completed Operations liability in an amount not less than \$2,000,000 per occurrence and \$3,000,000 aggregate.
- B. **Automobile Liability.** Automobile Liability Insurance with a \$2,000,000 per accident limit.
- C. **Workers Compensation.** Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of no less than \$1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.
- D. **Professional Liability.** Professional errors and omissions insurance, if applicable, in the amount not less than \$3,000,000 per claim and \$3,000,000 aggregate.

15. **Public Information:** Contractor agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the Governmental Records Access and Management Act ("GRAMA"). Contractor gives the City express permission to make copies of this Agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the City, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The City is not obligated to inform Contractor of any requests for disclosure of this Agreement, related purchase orders, related pricing documents, invoices, or any documents not otherwise categorized by the City as "protected" or "controlled." Pursuant to GRAMA and in consideration of this Agreement, the City may, in its sole discretion, classify information on its own accord or in response to a Claim of Business Confidentiality. If any conflicts exist between this document and any other documents signed by the parties regarding confidentiality, this provision shall govern.

16. **Acceptance and Rejection:** The City shall have thirty (30) days after the performance of the services to perform an inspection of the services to determine whether the services conform to the standards specified in the Solicitation and this Agreement prior to acceptance of the services by the City.

If Contractor delivers nonconforming services, the City may, at its option and at Contractor's expense: (i) return the services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming services subject to the terms of this Agreement; or (iii) obtain replacement services from another source, subject to Contractor being responsible for any cover costs.

17. **Invoicing:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the services to the City. The prices paid by the City will be those prices listed in this Agreement, unless Contractor offers a prompt payment discount within its Proposal or on its invoice.
18. **Time is of the Essence:** The services shall be completed by any applicable deadline stated in this Agreement. For all services, time is of the essence. Contractor shall be liable for all reasonable damages to the City and anyone for whom the City may be liable, as a result of Contractor's failure to timely perform the services required under this Agreement.
19. **Performance Evaluation:** The City may conduct a performance evaluation of Contractor's services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
20. **Reviews:** The City reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Agreement.
21. **Assignment:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the City.
22. **Remedies:** Any of the following events will constitute cause for the City to declare Contractor in default of this Agreement: (i) Contractor's non-performance of its contractual requirements and obligations under this Agreement; or (ii) Contractor's material breach of any term or condition of this Agreement. The City may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the City may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) impose liquidated damages, if liquidated damages are listed in this Agreement; (iv) debar/suspend Contractor from receiving future Agreements from the City; or (v) demand a full refund of any payment that the City has made to Contractor under this Agreement for services that do not conform to this Agreement.
23. **Force Majeure:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The City may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
24. **Confidentiality:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Agreement; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the City of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify and hold harmless the City including anyone for whom the City is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Agreement, Contractor will return all copies of Confidential Information to the City or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

25. **Publicity:** Contractor shall submit to the City for written approval all advertising and publicity matters relating to this Agreement. It is within the City's sole discretion whether to provide approval, which must be done in writing.
26. **Ownership in Intellectual Property:** The City and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Agreement, but specifically created or manufactured under this Agreement shall be considered work made for hire, and Contractor shall transfer any ownership claim to the City.
27. **Warranty:** The Contractor agrees to warrant and assume responsibility for all products or services that it licenses, contracts, or sells to the City under this Agreement for a period of one year unless otherwise specified and mutually agreed upon elsewhere in this Agreement. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this Agreement unless otherwise specified and mutually agreed upon elsewhere in this Agreement. In general, the Contractor warrants that: (1) the product or services will do what the salesperson said it would do, (2) the product or services will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product or services will be suitable for the ordinary purposes for which such product is used, (4) the product or services will be suitable for any special purposes that the City of West Jordan has relied on the contractor's skill or judgment to consider when it advised the City about the product or services, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the City has not been warned. The City, at its' sole discretion, may require the Contractor to repair or replace (at no charge to the City) the product or services whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product or services prove to be inadequate or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the City may otherwise have under this contract or provided under the Uniform Commercial Code of the State of Utah.
28. **Waiver:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
29. **Attorney's Fees:** In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
30. **Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the City is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the City, or to any person in any official

~~capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.~~

Further, by signing this Agreement, the bidder offeror, or Contractor represents that it has not: 1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; 2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the city conflict of interest ordinance; or 3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former officer or employee to breach any of the ethical standards set forth in the city conflict of interest ordinance, Title 1, Chapter 11, including article A, of the West Jordan City Code.

31. **Dispute Resolution:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The City, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the City appoints such an expert or panel, City and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
32. **Order of Precedence:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) the Agreement for Services; (iii) Attachment B; (iv) Attachment C; (v) Attachment D; (vi) Attachment E; (vii) Attachment F. Any provision attempting to limit the liability of Contractor or limits the rights of the City is rendered null and void, unless otherwise explicitly set forth in the Agreement for Services or in the Solicitation.
33. **Survival of Terms:** Termination of this Agreement shall not extinguish or prejudice the City's right to enforce this Agreement with respect to any default or defect in the services that has not been cured or for any term that explicitly survives the termination of this Agreement.
34. **Severability:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
35. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
36. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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**ATTACHMENT B**

(City's Solicitation)

**ATTACHMENT C**

(Proposers Proposal)

**ATTACHMENT D**

(Certificate of Insurance)