



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, September 16, 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 OR INSPIRATIONAL THOUGHT AND PLEDGE OF ALLEGIANCE** by Council Member Bartling
- C. APPROVAL OF VOUCHERS** – \$13,240.00 to Workhorse Excavation for the Final Payment on the Sprinkler Vault Removal and \$195,983.29 to UDOT for the Betterment Agreement for the 1800 North Interchange
- D. PUBLIC COMMENTS**
- E. MOTION TO GO INTO A PUBLIC HEARING**

PUBLIC HEARING

- F. To Solicit Input from Sunset City Residents in regards to removing Strategy #4 from Section 4.6 of the Moderate-Income Housing Element of the General Plan – Amend land use regulations to allow for single room occupancy**
- G. Motion to go back into the Regular Session**

AGENDA ITEMS

- 1. Discuss and Approve Amendments to Moderate Income Housing Element of the General Plan**
- 2. Recognize Sergeant Brendan Davis for 5 Years of Service**
- 3. Discuss and Approve Plat for Ascend Development**
- 4. Discussion with Ascend Development on their Proposed Development Agreement**
- 5. Consider Resolution 2025-17 Adopting 4(II) 5.1 Flextime to Section 4 (II) Employee Conduct, Rules, Discipline and Grievance to the Personnel Policies and Procedures**
- 6. Mayor, Council and Department Head Reports**
- 7. Adjourn Regular Session and move into Work Session**

WORK SESSION

- 1. Discuss Request for Proposals for Attorney Services**
- 2. Discuss Traffic Blocks by Veteran's Park**
- 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 and e-mailed to local newspaper – September 12, 2025.

Nicole Supp, Recorder

SUNSET CITY CORPORATION

VOUCHER APPROVAL FOR INVOICES OVER \$15,000.00

Date: September 2, 2025 – September 16, 2025

DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
08/25/25	Workhorse Excavation	Final payment on Sprinkler Vault	Public Works	\$13,240.00
9/10/25	UDOT/Comptroller	I-15, 1800 North Interchange	Public Works	\$195,983.29
				<hr/>
			Total	\$209,223.29

Mayor

Council Members

City Recorder

City Treasurer

Date



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

25 August 2025

Sunset City
200 West 1300 North
Sunset, UT 84015

Attn: Jason Monroe
Proj: **Existing Sprinkler Vault Removal at Central Park**
Subj: Final Pay Request and Summary

Dear Jason,

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

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

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

We would recommend payment to Workhorse Excavation and Construction Inc. in the amount of \$13,240.00 for the total and final work completed. *Removal*

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

Sincerely,
CEC, Civil Engineering Consultants, PLLC.

A handwritten signature in blue ink, appearing to read 'R. Todd Freeman', is written over a horizontal line.

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

Enclosures

FINAL PAYMENT REQUEST

PROJECT:

Existing Sprinkler Vault Removal at Central Park
Sunset City, Utah

DATE:

25 August 2025

CONTRACTOR:

Workhorse Excavation and Construction Inc.
10419 North Old Highway 191
Malad City, Idaho 83252

CONSTRUCTION BID ITEMS - BID ITEM QUANTITIES AND BID AMOUNTS						WORK COMPLETED FINAL		TOTAL WORK COMPLETED TO DATE	
No.	Item	Quantity	Unit	Unit Price	Total Bid Amount	Quantity	Amount	Quantity	Amount
1.	Mobilization.	1	ls.	\$2,000.00	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00
2.	Cap the existing waterline, including restrained joint fittings, concrete thrust block, and other accessories.	1	ls.	\$7,000.00	\$7,000.00	1.00	\$7,000.00	1.00	\$7,000.00
3.	Remove & dispose of existing sprinkler water vault, including backfilling and compaction with existing material.	1	ls.	\$2,000.00	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00
4.	Remove and dispose of the existing waterline, including backfilling and compaction with existing material.	40	lf.	\$56.00	\$2,240.00	40.00	\$2,240.00	40.00	\$2,240.00
PAYMENT REQUESTED - FINAL PAYMENT REQUEST					\$13,240.00	\$13,240.00		\$13,240.00	

FINAL PAYMENT REQUEST - SUMMARY

PROJECT:

Existing Sprinkler Vault Removal at Central Park
Sunset City, Utah

DATE:

25 August 2025

CONTRACT PROPOSAL AMOUNT (BID):

CONTRACTOR:

Workhorse Excavation and Construction Inc.
10419 North Old Highway 191
Malad City, Idaho 83252

CONTRACT PROPOSAL TOTAL:

BID AMOUNT	DAYS PROVIDED FOR CONSTRUCTION
\$13,240.00	days
\$13,240.00	30

CONSTRUCTION PERIOD	BEGIN PERIOD (DATE)	END PERIOD (DATE)	TOTAL DAYS (USED TO DATE)	AMOUNT OF WORK COMPLETED (TO DATE)	PAYMENT REQUESTS / PREVIOUS PAYMENTS		
					Request #	Date	Amount
Work completed for Payment:							
Final Payment Request	8/12/2025	- 8/25/2025	13	\$13,240.00			
Total Construction Work Completed to Date:			13	\$13,240.00	Previous Payment Total: \$0.00		
Contractors Funds to be Retained (0%):			0%	\$0.00	Percentage (%) of Construction Work (Completed) 100%		
Previous Payments (Paid to Contractor):				\$0.00			
AMOUNT RECOMMENDED FOR PAYMENT				\$13,240.00	Percentage (%) of Construction Days (Used) 43%		

I have checked and verified the "PAYMENT REQUEST" and "PAYMENT SUMMARY" and, to the best of my knowledge and belief, the amount claimed and requested is a true and a correct statement of the dollar amount due to the contractor for work performed by said Contractor.

CEC, CIVIL ENGINEERING CONSULTANTS, PLLC.

Requested by: Buster L Blackburn
Contractor: _____

Date: 9/2/25

Approved by: R. H. Freeman
City Engineer: _____

Date: 9/5/2025

Approved by: _____
Sunset City: _____

Date: _____



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

Executive Director

LISA J. WILSON, P.E.

Deputy Director of Engineering and Operations

BENJAMIN G. HUOT, P.E.

Deputy Director of Planning and Investment

September 10, 2025

Notice of Payment Due

SUNSET CITY Jason Monroe 200 W 1300 N Clearfield, UT 84015	Cost Allocation Reimbursement Request
PROJECT S-I15-8(157)336 1-15; 1800 North Interchange PIN Number 15682 FINET Number 72701 T Number 36T Invoice Number RE 266*019	Supplemental Agreement Number Utility Work Package Sunset City Utility Relocation and Betterment Agreement + Amendment 1
Company Cost Share Balance Due \$195,983.29 Date Due October 10, 2025	Agreement Finance Number 258430 + Mod1 Date of Amendment Execution June 24, 2025

The invoice cost is detailed in the referenced agreement amendment.

Make payment to:

UDOT/COMPTROLLER, 4501 South 2700 West, Box 141510, Salt Lake City 84114-1510

Include Agreement Account Number 72701 – 36T, Invoice Number RE 266*019, and Supplemental Agreement Number 258430 + mod1 with your remittance.

For billing questions contact Trisha Tucker at (435) 881-8751.

UDOT Project Manager Signature:

Paul Egbert

Date: Sep 5, 2025






15682_UTIL_Invoice_SunsetCity_RE266019_258430

Final Audit Report

2025-09-05

Created:	2025-09-05
By:	Trisha Tucker (Trisha@dserio.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArAQntx938K555JObaDLeM8jSpof_ickC

"15682_UTIL_Invoice_SunsetCity_RE266019_258430" History

-  Document created by Trisha Tucker (Trisha@dserio.com)
2025-09-05 - 5:59:44 PM GMT
-  Document emailed to Paul Egbert (pegbert@utah.gov) for signature
2025-09-05 - 6:00:00 PM GMT
-  Email viewed by Paul Egbert (pegbert@utah.gov)
2025-09-05 - 10:47:15 PM GMT
-  Document e-signed by Paul Egbert (pegbert@utah.gov)
Signature Date: 2025-09-05 - 10:48:31 PM GMT - Time Source: server
-  Agreement completed.
2025-09-05 - 10:48:31 PM GMT



Adobe Acrobat Sign



Project No. S-I15-8(157)336; Davis County
Project Name: I-15; 1800 North Interchange
Sunset City
CID No. 72701 PIN 15682
Amendment No. 1 258430

AMENDMENT No. 1 to BH 49694
UTILITY RELOCATION AND BETTERMENT AGREEMENT #258430

THIS AMENDMENT No. 1 to the Utility Relocation and Betterment Agreement #258430 between the Utah Department of Transportation, ("UDOT"), and Sunset City, a political subdivision in the State of Utah ("City"). Each as party, ("Party") and together as parties, ("Parties").

RECITALS

WHEREAS, UDOT and City entered into a Utility Relocation and Betterment Agreement dated October 3, 2024, UDOT Finance Number #258430, for the project identified as Project Number: S-I15-8(157)336, Project Name: I-15; 1800 North Interchange in Davis County, Utah ("Project"); and

WHEREAS, Amendment No. 1 is necessary to replace the engineer's estimated unit price with the contractor unit price bid tabulations and update the City's betterment payment schedule.

NOW THEREFORE, the following amendments are agreed by and between the Parties hereto:

1. Replace section 12 with the following:

UDOT is responsible for 100% of the Utility Work cost, and the City shall reimburse UDOT for 100% of the actual costs incurred by the UDOT for performing the Betterment Work as required by Utah Code §72-6-116. An estimate of the cost of the Betterment Work was furnished by UDOT to the City in the amount of \$489,958.23. The estimate is based upon the prices of materials and labor current as of the date of the estimate. The estimate does not account for increases due to unknown and unforeseen hardships in accomplishing the Betterment Work. A copy of the details of the estimate is marked Exhibit "F" that is incorporated by reference.

Total Estimated Cost of UDOT Performed Betterment Work \$489,958.23
at 100% City Participation

The City shall deposit the actual cost of the Betterment Work in three payments, as detailed in the table below.

Total Betterment Cost Amount: \$489,958.23
Payment Period: 3 Fiscal Years
Payment Schedule Overview

Fiscal Year	Payment Amount	Percentage of Total	Payment Due	Invoice Date
FY 2025-2026	\$195,983.29	40%	Upon Invoice	Tuesday, July 1, 2025
FY 2026-2027	\$146,987.47	30%	Upon Invoice	Wednesday, July 1, 2026
FY 2027-2028	\$146,987.47	30%	Upon Invoice	Thursday, July 1, 2027
	\$489,958.23			



Project No. S-I15-8(157)336; Davis County
Project Name: I-15; 1800 North Interchange
Sunset City
CID No. 72701 PIN 15682
Amendment No. 1 258430


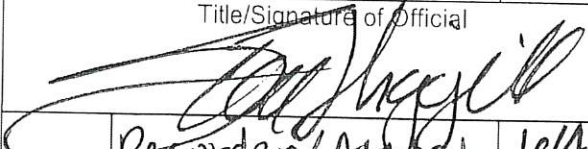
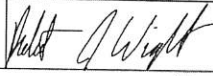

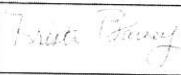
Additional Terms

1. **Invoicing:** UDOT will issue one annual invoice at the beginning of each fiscal year.
2. **Payment Method:** All payments to be made by check to the address provided on the invoice.
3. **Payment Confirmation:** UDOT will provide a receipt confirming each payment received.
4. **Dispute Resolution:** Any disputes regarding payment amounts shall be submitted in writing within 15 days of invoice receipt.

Within forty-five (45) days of receipt, the City shall deposit each invoiced amount with UDOT's Comptroller's office located at UDOT/Comptroller, 4501 South 2700 West, Box 14150, Salt Lake City, UT 84119-1510.

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

2. Replace Exhibit "F" with the attached Exhibit "F."
-

Sunset City			Utah Department of Transportation		
By	mayor	6/4/25	By		06/24/2025
Title/Signature of Official			Utility and Railroad Leader		
					
By	Recorder/Attest	6/4/25	By		06/24/2025
Title/Signature of additional official, if required			Region Director		
					
By			By		06/24/2025
Title/Signature of additional official, if required			Comptroller's Office		

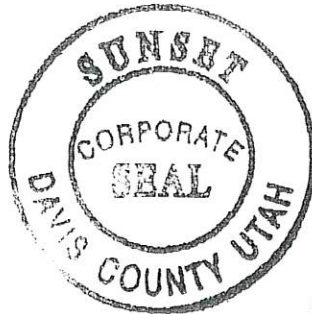


EXHIBIT F

Required Utility Relocations and Betterments
 PIN: 15862 - 1800 North
 Third Party Sunset City
 Date of the estimate: 5/5/2025

Item Number	Item Name	Unit of Measure	Estimated Unit Price	Baseline Design		Betterment		Design for Construction		Cost Share Determination	
				UDOT COST SHARE	100%	Quantities Include Betterments or Reduction in Baseline Due to Betterment	Betterment Cost @100%	Required Relocations and Betterments Quantities	Estimated Item Cost	Estimated Project Cost	Estimated Third Party Cost
A-1	REMOVE PIPE (SUNSET)	LF	\$31.10	2544	\$79,118.40	2863	\$89,039.30	507	\$168,157.70	\$79,118.40	\$89,039.30
A-2	REMOVE VALVE (SUNSET)	EACH	\$538.00	15	\$9,570.00	10	\$6,180.00	25	\$15,950.00	\$9,570.00	\$6,380.00
A-3	REMOVE FIRE HYDRANT (SUNSET)	EACH	\$1,075.00	0	\$0.00	2	\$2,150.00	5	\$5,375.00	\$0.00	\$5,375.00
A-4	REMOVE WATER METER (SUNSET)	EACH	\$2,111.10	1	\$2,111.10	2	\$4,222.20	3	\$6,333.30	\$8,555.20	\$1,074.90
A-5	RECONSTRUCT VALVE BOX (SUNSET)	EACH	\$767.90	18	\$13,822.20	3	\$5,807.70	21	\$16,225.90	\$2,111.10	\$4,222.20
A-6	CULINARY PIPE AND FITTINGS - 6 INCH (SUNSET)	LF	\$1,550.20	13	\$20,152.60	-10	\$15,502.00	3	\$4,650.60	\$20,152.60	\$15,502.00
A-7	CULINARY PIPE AND FITTINGS - 8 INCH (SUNSET)	LF	\$1,170.60	31	\$36,288.60	-9	\$10,535.40	21	\$24,573.20	\$36,288.60	\$10,535.40
A-8	CULINARY PIPE AND FITTINGS - 10 INCH (SUNSET)	LF	\$138.20	2567	\$354,759.40	-709	\$97,983.60	1868	\$259,775.60	\$354,759.40	\$97,983.60
A-9	CULINARY PIPE AND FITTINGS - 12 INCH (SUNSET)	LF	\$167.70	30	\$5,031.00	1254	\$211,003.80	1324	\$222,034.80	\$5,031.00	\$211,003.80
A-10	16 INCH STEEL CASING AND CULINARY PIPE - 8 INCH, DR-18 PVC PRESSURIZED (1800 N CROSSING) (SUNSET)	LF	\$530.00	0	\$0.00	129	\$68,370.00	129	\$68,370.00	\$0.00	\$68,370.00
A-11	GATE VALVE - 6 INCH (SUNSET)	EACH	\$4,344.10	0	\$0.00	2	\$8,688.20	2	\$8,688.20	\$0.00	\$8,688.20
A-12	GATE VALVE - 8 INCH (SUNSET)	EACH	\$5,510.00	12	\$66,120.00	-3	\$15,056.50	9	\$47,569.50	\$66,120.00	\$15,056.50
A-13	GATE VALVE - 10 INCH (SUNSET)	EACH	\$6,916.20	0	\$0.00	6	\$41,497.20	5	\$41,497.20	\$0.00	\$41,497.20
A-14	FIRE HYDRANT ASSEMBLY SHORT (SUNSET)	EACH	\$13,060.00	7	\$91,420.00	1	\$13,060.00	8	\$104,480.00	\$0.00	\$13,060.00
A-15	FIRE HYDRANT ASSEMBLY LONG (ACROSS 1800 NORTH) (SUNSET)	EACH	\$30,290.00	2	\$60,580.00	-1	\$30,290.00	1	\$30,290.00	\$60,580.00	\$30,290.00
A-16	WATER SERVICE - 3/4 INCH (SUNSET)	LF	\$55.90	167	\$9,335.30	64	\$3,577.60	231	\$12,912.90	\$9,335.30	\$3,577.60
A-17	WATER SERVICE - 1 INCH (SUNSET)	LF	\$250.80	5	\$1,254.00	0	\$0.00	5	\$1,254.00	\$0.00	\$1,254.00
A-18	WATER SERVICE - 2 INCH (SUNSET)	LF	\$50.30	0	\$0.00	178	\$8,953.40	178	\$8,953.40	\$0.00	\$8,953.40
A-19	WATER SERVICE - 1 1/2 INCH (SUNSET)	LF	\$23.60	352	\$8,307.20	0	\$0.00	352	\$8,307.20	\$0.00	\$8,307.20
A-20	WATER SERVICE - 1 1/2 INCH SLEEVE (SUNSET)	LF	\$46.70	0	\$0.00	1413	\$65,987.10	1413	\$65,987.10	\$0.00	\$65,987.10
A-21	CONNECT SERVICE TO EXISTING WATER METER (SUNSET)	EACH	\$559.90	0	\$0.00	13	\$7,278.70	13	\$12,478.70	\$0.00	\$12,478.70
A-22	WATER METER BOX AND SETTER - 3/4 INCH (SUNSET)	EACH	\$1,307.40	5	\$6,537.00	3	\$3,922.20	8	\$10,459.20	\$6,537.00	\$3,922.20
A-23	WATER METER BOX AND SETTER - 1 INCH (SUNSET)	EACH	\$5,476.20	1	\$5,476.20	1	\$5,476.20	1	\$5,476.20	\$5,476.20	\$0.00
A-24	COMMUNICATION AIR VALVE ASSEMBLY - 1 INCH (SUNSET)	EACH	\$17,970.00	2	\$35,940.00	1	\$17,970.00	3	\$53,910.00	\$35,940.00	\$17,970.00
A-25	4 FOOT DROP SEWER MANHOLE 7 FT TO 9 FT DEEP (SUNSET)	EACH	\$13,695.00	1	\$13,695.00	0	\$0.00	1	\$13,695.00	\$13,695.00	\$0.00
A-26	4 FOOT SEWER MANHOLE 7 FT TO 9 FT DEEP (SUNSET)	EACH	\$10,545.00	3	\$31,635.00	0	\$0.00	3	\$31,635.00	\$11,635.00	\$0.00
A-27	4 FOOT SEWER MANHOLE 9 FT TO 11 FT DEEP (SUNSET)	EACH	\$11,090.00	2	\$22,180.00	0	\$0.00	2	\$22,180.00	\$22,180.00	\$0.00
A-28	SEWER PIPE - 6 INCH PVC (SUNSET)	LF	\$53.90	160	\$8,550.00	0	\$0.00	160	\$8,550.00	\$8,550.00	\$0.00
A-29	SEWER PIPE - 8 INCH PVC (SUNSET)	LF	\$162.60	64	\$10,406.40	0	\$0.00	64	\$10,406.40	\$10,406.40	\$0.00
A-30	SEWER PIPE - 12 INCH PVC (SUNSET)	LF	\$106.80	107	\$11,427.60	0	\$0.00	107	\$11,427.60	\$11,427.60	\$0.00
A-31	SEWER PIPE - 12 INCH PVC (SUNSET)	LF	\$81.70	84	\$6,852.80	0	\$0.00	84	\$6,852.80	\$6,852.80	\$0.00
B-1	MOBILIZATION	LUMP					\$25,334.42			\$0.00	\$25,334.42
B-2	TRAFFIC CONTROL	LUMP					\$16,408.77			\$0.00	\$16,408.77
B-3	SURVEY	LUMP					\$5,770.12			\$0.00	\$5,770.12
B-4	PRE CONSTRUCTION ENGINEERING	LUMP					\$24,042.16			\$0.00	\$24,042.16
B-5	CONSTRUCTION ENGINEERING	LUMP					\$24,042.16			\$0.00	\$24,042.16
Total					\$916,495.00		\$480,956.23		\$1,406,453.23	\$916,495.00	\$480,956.23

RESOLUTION NO. 2025-12

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE UTILITY RELOCATION AND BETTERMENT AGREEMENT.

WHEREAS, Sunset City (the "City") entered into a Utility Relocation and Betterment Agreement (UDOT Finance Number #258430) with the Utah Department of Transportation ("UDOT") on October 3, 2024, for the I-15; 1800 North Interchange Project, Project Number S-I15-8(157)336, located in Davis County, Utah; and

WHEREAS, UDOT and the City desire to amend the original Agreement to incorporate contractor unit price bid tabulations in place of the engineer's estimated unit prices and to update the City's betterment payment schedule accordingly; and

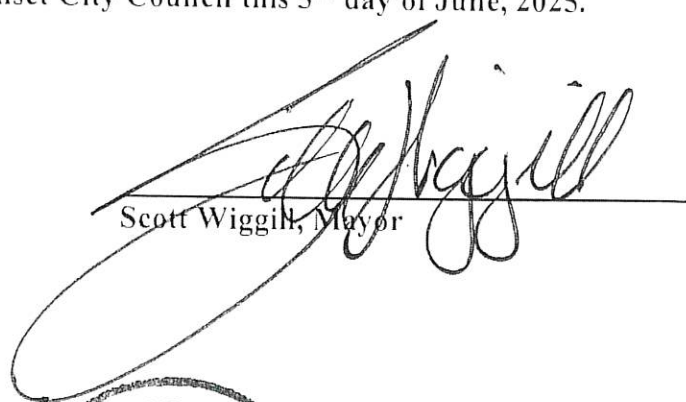
WHEREAS, under Amendment No. 1, the City agrees to reimburse UDOT for 100% of the actual costs incurred for the Betterment Work, with a revised estimated total cost of \$489,958.23, to be paid in three installments over three fiscal years, as detailed in the updated payment schedule;

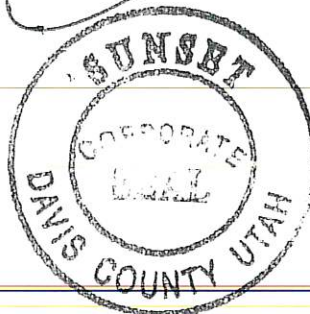
Now, Therefore, be it resolved by the Sunset City Council that the attached amendments to the Agreement be approved and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

Approved and adopted by the Sunset City Council this 3rd day of June, 2025.

Attest:


Nicole Supp, Recorder


Scott Wiggill, Mayor



SECTION 4.6 MODERATE INCOME HOUSING ELEMENT

State Law

The City is required to adopt a Moderate-Income Housing Plan in accordance with Utah Code Annotated §10-9a-408. In 2019, the Utah Legislature adopted SB 34 to require the city to address additional measures to support moderate income housing which are included as part of this General Plan.

- 1. Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.**

Implementation: Map and determine area(s) of development to rezone on Main Street near the transit areas which would require all future housing developments to have proper densities to achieve Moderate Income Housing. This would require updating City ordinance and educating Council, residents and developers. The City will inform the public on the website of the new changes once the ordinances are codified. A year after implementation Planning Commission will evaluate the progress and decide if any changes need to be made to how the strategy is being implemented and tracked. Anticipated timeframe June 30th, 2023.

- 2. Rezone for densities necessary to facilitate the production of moderate income housing.**

Implementation: Similar application as goal #1. Map and determine area(s) of development to rezone throughout the City which would require all future housing developments to have proper densities to achieve Moderate Income Housing. Update/amend City Land Use ordinances. Educate Council, residents and developers. The City will inform the public on the website of the new changes once the ordinances are codified. A year after implementation Planning Commission will evaluate the progress and decide if any changes need to be made to how the strategy is being implemented and tracked. Anticipated timeframe June 30th, 2023.

- 3. Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.**

Implementation: Familiarize the public with the ADU process and encourage them to create a legal ADU and meet adopted building codes with a no-cost permit application. Discuss strategies to encourage those with current illegal ADU's to become legal. Provide information on City website as a guideline for ADU's. Update/amend City Land Use

ordinances to allow internal ADU's. Once, ordinances are codified the City will, create a permit process and encourage the residents to fill out a permit and comply with the new ordinance. Internal ADU's will only be allowed for the time being until Planning Commission evaluates a year after implementation to discuss if detached ADU's will be allowed at a later time. Anticipated timeframe December 31th, 2023.

4. — ~~Amend land use regulations to allow for single room occupancy developments.~~

~~Implementation: Similar application as goal #3. Familiarize the public with the single room occupancy process. Encourage them to create legal single room occupancy's and meet adopted building codes with a no-cost permit application. Discuss strategies to encourage those with current illegal single room occupancy to become legal. Update/amend City Land Use ordinances to allow single room occupancy. Once, ordinances are codified the City will, create a permit process and encourage the residents to fill out a permit and comply with the new ordinance. A year after implementation strategy will be evaluated to see if tracking and progress requires any changes. Anticipated timeframe December 31th, 2023.~~

Sunset City will take action by mapping areas of development to rezone, amending/updating Land Use ordinances, creating a permit process and providing education and guidelines. The city will continually make efforts to reduce, mitigate, or eliminate local regulatory barriers to moderate income housing.



CERTIFICATE OF RECOGNITION

This certificate is proudly presented to

Brendan Davis

In Appreciation for 5 years of service with Sunset City
SEPTEMBER 16, 2025

SCOTT WIGGILL
Sunset City Mayor



Nicole Supp <nsupp@sunsetut.gov>

Re: Sunset City Development Agreement

Dustin Ericson <DEricson@dainesjenkins.com>

Mon, Sep 8, 2025 at 3:20 PM

To: Nicole Supp <nsupp@sunsetut.gov>, Jason Monroe <jmonroe@sunset-ut.com>, Dalton Smuin <DSmuin@dainesjenkins.com>

Cc: Taylor Jones <tjones@utahattorneys.com>

Nicole,

I have copied Taylor Jones, the attorney for Ascend, on this email.

I am good with the agreement as it is drafted, but I do recommend to the Council that it not allow a seven year time frame, as listed in Section B of the Agreement. With the volatility of costs associated with such a development, allowing a seven year window it significantly concerning to me.

As you are aware, typically, the City limits development activity commencement to one year, and on rare occasions, two. In my opinion, even if this a sizable and/or complex development, two years is sufficient, and the only burden on the developer if it doesn't commence within two years, is the need to resubmit documentation to the City to ensure everything in the development is to current city standards.

Taylor - this is my last official day as Sunset's attorney. Moving forward, Dalton Smuin (dsmuin@dainesjenkins.com) will be your contact point and attorney for Sunset.

Thanks,

Dustin D. Ericson

Daines & Jenkins, LLP

108 North Main Street

Logan, Utah 84321

(435) 753-4000

(435) 753-4002 (Facsimile)



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**ASCEND MIXED USE
SUBDIVISION DEVELOPMENT AGREEMENT**

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter "Agreement"), is made and entered into this ____ day of _____, 2025, by and between SUNSET CITY, a body corporate and politic of the State of Utah, (hereinafter the "City") and ASCEND Ownership, (hereinafter "Developer") the City or Developer may be referred to individually as "Party" or collectively as Parties:

RECITALS

WHEREAS, Developer desires to develop certain real property situated in the corporate city limits of Sunset City, Davis County, State of Utah (hereinafter sometimes referred to as the "Property" or "Development") and legally described as follows, to wit:

~~Parcel 130800038: A PARCEL OF LAND LYING & SIT IN THE SE 1/4 OF SEC 26 T5N R2W, SLB&M FOR WH THE BASIS OF BEARING IS N 00°13'23" W 2654.50 FT MEASURED BETWEEN FOUND DAVIS CO BRASS CAPS MONUMENTALIZING THE E LINE OF THE SE 1/4 OF SEC 26 T5N R2W, SLB&M, BEING MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE WLY R/W LINE OF SUNSET MAIN STR SD PT BEING N 00°13'23" W 1953.84 FT COINCIDENT WITH THE E LINE OF THE SE 1/4 OF SEC 26 T5N R2W, SLB&M & W 50.00 FT FR THE SE COR OF SD SEC 26, & RUN TH COINCIDENT WITH THE WLY R/W LINE OF SUNSET MAIN STR, S 00°13'23" E 78.00 FT; TH S 89°46'37" W 76.00 FT; TH N 00°13'23" W 78.00 FT; TH N 89°46'37" E 76.00 FT, M/L, TO THE WLY R/W LINE OF SUNSET MAIN STR & THE POB. (NOTE: ROTATE ALL BEARINGS 00°20'16" TO OBTAIN NAD83 (BASIS OF BEARING IN NAD83 IS N 00°06'53" E) CONT. 0.136 ACRES.~~

~~Parcel 130800063: A PARCEL OF LAND LYING & SIT IN THE SE 1/4 OF SEC 26 T5N R2W, SLB&M FOR WH THE BASIS OF BEARING IS N 00°13'23" W 2654.50 FT MEASURED BETWEEN FOUND DAVIS COUNTY BRASS CAPS MONUMENTALIZING THE E LINE OF THE SE 1/4 OF SEC 26 T5N R2W, SLB&M, BEING MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE WLY R/W LINE OF SUNSET MAIN STR SD PT BEING N 00°13'23" W 1875.84 FT COINCIDENT WITH THE E LINE OF THE SE 1/4 OF SEC 26 T5N R2W, SLB&M & W 50.00 FT FR THE SE COR OF SD SEC 26, & RUN TH COINCIDENT WITH THE WLY R/W LINE OF SUNSET MAIN STR, S 00°13'23" E A DIST OF 118.00 FT; TH S 89°46'37" W A DIST OF 235.60 FT; TH N 00°13'23" W A DIST OF 118.00 FT; TH N 89°46'37" E, A DIST OF 235.60 FT, M/L, TO THE WLY R/W LINE OF SUNSET MAIN STR & THE POB. (NOTE: ROTATE ALL BEARINGS 00°20'16" TO OBTAIN NAD83 (BASIS OF BEARING IN NAD83 IS N 00°06'53" E) CONT. 0.626 ACRES~~

~~A parcel of land lying and situate in the Southeast Quarter of Section 26, Township 5 North, Range 2 West, Salt Lake Base and Meridian for which the Basis of Bearing is North 00°13'23" West 2654.50 feet measured between found Davis County brass caps monumentalizing the East line of the Southeast Quarter of Section 26, Township 5 North, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:~~

~~Beginning at a point on the Westerly Right-of-way line of Sunset Main Street said point being North 00°13'23" West 1953.84 feet coincident with the East line of the Southeast Quarter of Section 26, Township 5 North, Range 2 West, Salt Lake Base and Meridian and WEST 50.00 feet from the Southeast Corner of said Section 26 and running; THENCE coincident with the Westerly Right-of-way line of Sunset Main Street, South 00°13'23" East 196.00 feet; THENCE South 89°46'37" West 235.60 feet; THENCE North 00°13'23" West 118.00 feet; THENCE North 89°46'37" East 159.60 feet; THENCE North 00°13'23" West 78.00 feet; THENCE North~~

89°46'37" East 76.00 feet more or less to the Westerly Right-of-way line of Sunset Main Street and the point of beginning. The above-described parcel contains an area of 33,728.80 square feet, or 0.774 acres more or less.

WHEREAS, Developer desires to develop the Property and Developer has submitted to the City all ~~plats~~ Construction Drawings, a plat, plans (including utility plans), reports, and other documents required for the approval of a Final Plat ~~57 +/- residential units (either apartments or condominiums, to be determined by Developer) plus approximately 3,500 square feet of commercial space,~~ according to the City's outlined policies, procedures, and code; and

WHEREAS, the Parties hereto have agreed that the development of the Property will require municipal services from the City in order to serve such area and will further require the installation of certain improvements primarily of benefit to the lands to be developed and not to the City of Sunset as a whole; and

WHEREAS, the City has approved or will approve the Final Plat for recording with the Recorder's Office of Davis County, Utah, ~~which was submitted by the Developer subject to certain requirements and conditions, which involved the installation of and construction of utilities and other municipal improvements in connection with the Property; and shall be signed by both parties and shall be recorded by the Developer upon approval of this Agreement; and~~

WHEREAS, Utah Code 10-9a-102 provides the City's general land use authority to adopt ordinances, resolutions, rules, and may enter into development agreements.

NOW, THEREFORE, in consideration of the promises of the Parties hereto and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

SECTION 1. GENERAL CONDITIONS

A. **Development Activities.** The terms of this Agreement shall govern all development activities of the Developer pertaining to the Property. For the purposes of this Agreement, "development activities" shall include, pursuant to Utah Code Annotated (hereinafter "U.C.A.") § 10-9a-103(8), but be not limited to, the following: any change in the use of land that creates additional demand and needs for public facilities. Furthermore, for purposes of this agreement only, "development activities" shall also include the following: (1) the actual construction of improvements, (2) obtaining a permit therefore, or (3) any change in grade, contour, or appearance of the Property caused by, or on behalf of, the Developer with the intent to construct improvements thereon, none of which shall occur until execution of the Agreement and City approval of the Final Plat.

B. **Time Limitations for Improvements.** All water lines, sanitary sewer collection lines, storm sewer lines and facilities, streets, curbs, gutters, sidewalks, streetlights, and trails shall be installed as shown on the Final Plat, Construction Drawings and in full compliance with the standards and specification of the City, at the time of approval of the Final Plat, subject to a ~~two (2) year~~ seven (7) year time limitation from the date of approval of the Final Plat, which is in compliance

Commented [1]: This shall remain at a two(2) year maximum.

with the Sunset City Land Use and Development Code. In the event the Developer commences or performs any construction pursuant hereto after the passage of ~~two (2)~~ seven (7) years from the date of approval of the Final Plat, the Developer shall resubmit the Final Plat and documentation supporting a new guaranty bond to the City Engineer for reexamination. Pursuant to U.C.A. § 10-9a-603, the City may then require the Developer to comply with the approved standards and specifications of the City at the time of resubmission.

Commented [2]: no...leave as two (2)

Commented [3]: This too shall remain to two (2) year maximum

~~After~~ If any Development Improvements remain incomplete after the earlier of (a) ~~two (2) years from the date of commencement of construction or (b) seven (7) years from the approval of the Final Plat, if any development improvements have not been completed, the the City, at may, in its sole discretion, may use draw upon the guaranty bond money funds to complete development the remaining improvements,~~

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C. **Culinary Water and Sewer Treatment Capacity.** The City, which includes the Sunset City Culinary Water Authority and Sunset City Sanitary Sewer Authority, ~~does not reserve or warrant water capacity or sewer treatment capacity until the issuance of a building permit. Recording of the Final Plat, execution of this Agreement, and/or recording of any lot within the Development does not constitute a reservation or warranty for water capacity and/or sewer treatment capacity.~~ agrees to provide and "will serve" the Ascend Development with potable water, sewer service, stormwater services and such other services as necessary no later than the issuance of the City of a certificate of occupancy for the Development.

Commented [4]: This modification should be rejected as Sunset does not have either authority as stated. Original verbiage should be brought back.

Commented [5R4]: Jason agrees

D. **Fee-in-Lieu Payments.** In cases where a Developer shall be required by City Ordinance to install an improvement, but circumstances, as determined by the City Engineer, prevent the construction of the improvement, the Developer shall pay a fee-in-lieu of construction. The fee-in-lieu payment shall be the current cost of constructing the improvement as estimated by the City Engineer and formalized in Section 2 "Special Conditions in this Agreement." The fee-in-lieu payment shall be used towards the costs of installing the required improvements, the timing of when said improvement shall be constructed shall be at the sole discretion of the City and absolve the Developer from making the improvement in the future or paying the future cost of the required improvement.

E. **Off-Site Project Improvements.** Developer may be required to install off-site improvements without participation or reimbursement from the City or surrounding property owners. Such improvements are identified as "Project Improvements" as defined by Utah Code Annotated 11-36a-102 (14), which generally include improvements that are: 1) planned and designed to provide service for the Development; 2) necessary for the use and convenience of the occupants or users of the Development; and 3) improvements that are not identified or reimbursed as a "System Improvement" as defined by Utah Code Annotated 11-36a-102 (21).

Commented [6]: The off-site improvements that need to be completed include but not limited to: waterline installation, sanitary sewer and storm water improvements, curb and gutter, sidewalk, parkstrip material, roadbase and asphalt materials meeting UDOT requirements in UDOT right-of-way and City requirements outside of UDOT right-of-way. The items have been shown on the improvement plans that have been reviewed.

D. **Bonding for Work in the Public Right-of-Way.** Pursuant to the Sunset City Code, Developer shall pay for a completion bond, or other financial guarantee, acceptable by Sunset City code, in the amount of 110% of the value of the proposed work in the Public Right of Way. The City agrees that the value of the proposed work equals \$ (the "ROW

Cost"). Upon satisfactory inspection of the work in the public right-of-way, the ROW Cost shall be regularly disbursed to Developer. The City shall not delay disbursement of the ROW Cost for any reason other than an inspection found to be not in conformity with the plans as approved by the City Engineer.

E. **Off-Site Project Improvements.** Other than the payment of impact fees, there are no off-site project improvements contemplated by this Agreement or the Construction Drawings.

Commented [7]: There are off-site improvements as stated previously and as shown on the plans.

F. **Building Permit Issuance.** No building permit for the construction of any structure within the development shall be issued by the City until all individual lots in the development are staked by a licensed surveyor, the public water lines and stubs to each lot, charged fire hydrants, sanitary sewer lines, and stubs to each lot, street lights and public streets (including all-weather access, curb, gutter, and pavement with at least the base course completed), serving such structure have been completed and accepted by the City, performance bond has been issued for the same.

Commented [8]: several of these items need to be reinstated prior to getting a building permit including but not limited to: waterline installation/abandonment; curb and gutter and sidewalk (need to provide pedestrian passage as required during construction), fire hydrant installation as required by the fire marshal for fire suppression.

G. **Certificate of Occupancy.** No Certificates of Occupancy shall be issued by the City for any structure within the development until gas lines to the structure are installed, street signs are installed, and all electrical lines are installed.

H. **Financial Responsibilities of Developer.** Except as otherwise herein specifically agreed, the Developer agrees to install and pay for all water, sanitary sewer, and storm drainage facilities and appurtenances, and all streets, curbs, gutters, sidewalks, trails, and other public improvements required by this Development as shown on the Final Plat. Construction Drawings and other approved documents pertaining to this Development on file with the City.

I. **Utility Line Installments.** Street improvements shall not be installed until all utility lines to be placed therein have been completely installed, including all individual lot service lines (water and sewer) leading in and from the main to the property line, all electrical lines, and all communication conduits.

J. **Inspection by City Officials.** The installation of all utilities shown on the Final Plat and Construction Drawings shall be inspected by the Engineering Department and/or Public Works Department of the City and shall be subject to such department's approval. The Developer agrees to correct any deficiencies in such installations to meet the requirements of the plans and/or specifications applicable to such installation. ~~In case of conflict, the Sunset City Public Works Standards shall supersede the Final Plat and Construction Drawings, unless written exceptions have been made.~~

Commented [9]: Why has this been stricken! This should be put back in.

K. **Form of Recorded Drawings.** The Developer shall provide the City Engineer with two (2) certified Record Plan Drawings upon completion of each phase of the construction. Utilities will not be initially accepted prior to as-built drawings being submitted to and approved by the City of Sunset. The City reserves the right to request alternative forms of plans (i.e., CAD drawings, GIS images, etc.).

L. **Developer Compliance with EPA and other Regulations.** The Developer specifically represents that to the best of its knowledge, all property dedicated (both in fee simple and as easements) to the City associated with this Development (whether on or off-site) is in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 261, and that such property as is dedicated to the City pursuant to this Development, is in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Developer, for itself and its successor(s) in interest, does hereby indemnify and hold harmless the City from any liability whatsoever that may be imposed upon the City by any governmental authority or any third Party, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of, or related to any property dedicated to the City in connection with this Development, provided that such damages or liability are not caused by circumstances arising entirely after the date of acceptance by the City of the public improvements constructed on the dedicated property, except to the extent that such circumstances are the result of the acts or omissions of the Developer. Said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutant or contaminant generated or deposited by the City, its agents or representatives, upon the property dedicated to the City in connection with this Development. The City agrees to give notice to the Developer that he must obtain a complete discharge of all City liability through such settlement. Failure of the City to give notice of any such claim to the Developer within ninety (90) days after the City of first receives a notice of such claim under the Utah Governmental Immunity Act for the same, shall cause this indemnity and hold harmless agreement by the Developer to not apply to such claim and such failure shall constitute a release of this indemnity and hold harmless agreement as to such claim.

M. **City Ownership Rights.** The Developer acknowledges and agrees that the City, as the owner of any adjacent property (the "City Property") on which off-site improvements may be constructed, or that may be damaged by the Developer's activities hereunder, expressly retains (and does not by this Development Agreement waive) its rights as the property owner. The City's rights as an owner may include without limitation those rights associated with the protection of the City Property from damage, and/or the enforcement of restrictions, limitations, and requirements associated with activities on the City Property by the Developer as an easement recipient.

N. **Developer Vesting.** Developer, by and through execution of this agreement, receives a vested right to develop the ~~number of lots~~apartments or condominiums (as Developer so desires) shown and configured on the Final Plat, without interference from the City, so long as development is completed in accordance with the plans specifically shown on the Final Plat, Construction Drawings and pursuant to the statutory requirements codified by Utah State and Sunset City Codes. Furthermore, following the execution of the Agreement, the Developer's right to develop and construct in accordance with the statutory requirements at the time of execution of the Agreement shall be deemed vested.

SECTION 2. SPECIAL CONDITIONS

A. Water Lines.

1. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to the water lines. The existing 8" water pipe being abandoned shall be abandoned per UDOT standards.

B. Sewer Lines.

1. Developer must show compliance with all applicable federal, state and city ordinances as it relates to all sewer lines and appurtenances. A sewer easement is required through the neighboring property to access the city sewer system.

C. Storm Drainage Facilities, Lines, and Appurtenances.

- ~~1. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to storm drainage facilities, lines, and appurtenances.~~
1. UDOT improvement plans show a new catch basin being installed in the curb and gutter along the frontage of the project. The construction of your project shall not inhibit the construction of the catch basin. If the installation of the catch basin cannot be coordinated between your project and UDOT, your contractor will install the catch basin at your cost.

Commented [10]: This language is from the City Engineer. Please provide the Developer with a copy of the UDOT plans.

D. Streets.

1. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to the streets.

E. Natural Resources.

1. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to natural resources.

F. Ground Water, Subdrains, and Water Rights.

1. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to ground water, subdrains, and water rights.

G. Hazards and Emergency Access.

1. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to hazards and emergency access.

H. Footing and Foundation Permits.

1. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to footing and foundation permits.

I. **Development Construction Permit.**

1. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to development construction permits.

J. **Maintenance and Repair Guarantees**

1. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to maintenance and repair guarantees.

K. ~~Fee In Lieu Payments~~ **Performance Bond for Chip Seal and Fog Coat.**

1. That the Developer ~~makes~~ shall secure a fee in lieu for payment in the amount of ~~\$XXXX~~ performance bond for chip seal and fog coat prior to recording the subdivision plat ~~pulling a construction permit.~~

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L. ~~Fee In Lieu Payments~~ **Performance Bond for Certain Improvements.**

1. ~~That the Developer make a fee-in-lieu payments~~ shall secure a performance bond for Curb, Storm Drain, Gutter, and Sidewalk, ~~where due as shown in the Construction Drawings.~~

M. **Curb, Gutter and Sidewalk**

1. ~~The Curb gutter and sidewalk will be removed and constructed across the frontage of main street (SR-126) to circumstances, as determined by Jason Monroe, prevent align with UDOT most recent improvement plans. The improvements shall be in compliance with all applicable federal, state and city ordinances. The cost to replace these improvements will be included in the construction of the improvement estimate bond amount for this project.~~

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Commented [11]: need to add curb and gutter and sidewalk along 1675 North.

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~~M-N~~ **Streetlights.**

1. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to streetlights.

Commented [12]: why? is part of state requirement that meet federal! why stricken in a few locations?

~~N.~~ ~~Secondary~~ **O. Irrigation Water.**

1. There is no secondary water in Sunset City. Outside of compliance with all applicable federal, state and city ordinances, there are no special conditions as it relates to secondary water. The existing irrigation pipe will be replaced across the main street (SR-126) frontage with black corrugated pipe. The cost to replace this pipe will be included in the construction estimate bond amount for this project.

~~OP.~~ **On-Site Project Improvements.**

1. Developer shall construct and install all site improvements, including utilities, required for the apartment or condominium building, at Developer's sole cost and expense in compliance with approval and in

accord with the City Code and the State of Utah, including, but not limited to, (a) replacing the irrigation piping, and (b) installing all Project Enhancements, as identified on Exhibit 2, as part of the infrastructure such other street scape improvements, as shown on the Construction Drawings attached hereto as Exhibit A. The Project Enhancements shall be included as part of Developer's security-funding performance bond for the Apartment Development to assure their timely completion as contemplated herein.

PQ. **Off-Site Project Improvements.**

1. In accordance with applicable standards and subject to the design approval of the City Engineer and Utah Department of Transportation, Developer shall construct and install improvements which requires curb and gutter, sidewalks, utilities, and drainage improvements along 1600 North and Main Street (SR-126).

Q. **Project Enhancements & Landscape Plan.**

1. Plan shown on Exhibit 2 and incorporated herein by this reference, with the following minimum requirements: (a) project enhancements shall include, but not limited to, the following features: common area open space ("Open Space") which shall resemble the overall design of the landscape plan shown in Exhibit 2 (collectively the "Project Enhancements"); (b) all common areas including the Project Enhancements, vinyl fence, all retaining walls, CMU dumpster enclosure, all landscaping and irrigation and others as shown on plans, are to be maintained exclusively by the Property owner and in accordance with Form Base Code 7.0 Landscaping.

R. **Street Scape/Landscaping/Sidewalks.**

1. Pursuant to the Boulevard Mixed Use Zoning, Along Main Street, all mixed use developments shall incorporate combinations of the following, which combinations are depicted in the Construction Drawings attached as Exhibit A:
 - a. Street Trees in grates or Raised Planters;
 - b. Lamp posts every 100 feet (100');
 - c. Ten foot (10') wide sidewalks with five feet (5') being on owner's property and five feet (5') being on city right of way;
 - d. Patterns scored sidewalk in the concrete;
 - e. Bollards; and
 - f. Parking lot/parking garage screening and/or vegetative screening.

Commented [13]: need to include the vinyl fence, retaining walls, CMU dumpster enclosure, landscaping and irrigation and others shown on plans, are to be maintained exclusively by the Property owner and in accordance with Form Base Code 7.0 Landscaping

S. **Advertising.**

I. Developer may erect tasteful signage for the purposes of advertising units for sale or lease and may also utilize any and all existing billboards, placards, and signage for the purposes of tasteful advertising.

T. Covenants and Restrictions.

I. At Developer's discretion he may rent the units as apartments, or he may record condominium covenants, conditions and restrictions ("CC&Rs") and a condominium plat against the property prior to the sale of any units. The Developer hereby agrees to use its best efforts to enforce the CC&Rs during all such periods during which the Developer has control of the Development. Prior to recording the CC&Rs, Developer shall submit the same to the City for approval, which approval shall not be unreasonably withheld or unreasonably delayed. In the event that approval of the CCR's has not been granted by the city within 90 days of submittal to the City, Developer shall have the right to record the draft CC&Rs as submitted. In the event of any occurrence on the property which affects or threatens the health, safety or welfare of the City or its residents, the City shall notify the Developer or the Homeowners Association (HOA), of such condition. If the condition is not remediated within ten (10) days or less if the condition constitutes a bona fide emergency, the City may enter upon the property and remediate the condition and assess the cost to the HOA.

U. Underground Development, Pavement and Demolition.

I. The City understands and agrees that vertical construction shall proceed simultaneously with the underground development of the Property. Except for the issuance of a performance bond (the amount as specified herein), the issuance of building permits and scheduled inspections (other than the certificate of occupancy) shall not be delayed by the fact that underground development of utilities or curbs, sidewalks or pavement has not been completed. The City agrees that architectural and structural plan review shall not exceed 21 business days from the date of complete submittal. Developer is permitted to use, upgrade, access and/or improve to all city sewer lines and/or water lines as may be deemed necessary by their civil engineering drawings, as approved by the City; however, Developer is not required to upgrade the City's infrastructure, except where the civil plans explicitly show connection points. Specifically, Developer does not agree, nor has it agreed to pay to upgrade any of the following: the city's waterline in 1900, any secondary water pipes except with plastic culverts, it has not agreed to bury any power lines, remove any power poles, bury any fiber optic lines or coaxial or any communications lines, except as is absolutely necessary to construct it's project. (This is a material inducement to enter into this Agreement and supersedes anything stated in the civil plans.)

Commented [14]: This should be stricken from the document. The civil plans/improvement plans have been reviewed and most but not all updated per engineering review comments. The civil plans/improvement plans are to be part of the development agreement.

V. Parking & Shared Use.

I. Pursuant to paragraph 10-5F-4A of the BMU ordinance, the required amount of parking for the project shall be reduced in relation to the "amount

of off-street parking" that "can be demonstrated may be in demand at different intervals of time throughout the day." Additionally, pursuant to paragraph 10-5F-4A of the BMU ordinance, Developer is entitled to count "available on-street parking" toward his total parking requirement. The shared parking stalls shall be governed by the owner and shall include the use of signage to designate shared stalls, towing, and parking stickers to enforce the share parking rules.

Commented [15]: 1675 North Street does not allow parking since it is a narrow one way street. Main Street (SR-126) does not show any parking nor was it reviewed by UDOT for approval. If needed for reducing parking will need to get UDOT approval.

W. Commercial Uses.

I. In order to increase the market viability of the commercial space along 1300 North, the City agrees that any and all businesses not specifically restricted in the relevant zoning ordinance are hereby permitted.

X. Permanent Signage; Entry Monument.

I. Developer may, at its discretion, place an entry monument or signage on the building so long as it conforms with Sunset City standards. Approval of the actual design of the entry monument or building signage shall not delay the issuance of building permits or certificates of occupancy by the City.

Y. Phasing.

I. Either the residential or commercial aspect of this project may be developed or constructed first at Developer's sole discretion.

SECTION 3. MISCELLANEOUS

A. **Construction Site Safety.** The Developer agrees to provide and install, at its expense, adequate barricades, flaggers, warning signs, and similar safety devices at all construction sites within the public right-of-way and/or other areas as deemed necessary by the City Engineer, City Public Works Department, and Traffic Engineer in accordance with any and all Federal Regulations, the City's Policies and Procedures, Utah Department of Transportation Requirements, OHSA, and Manual of Uniform Traffic Control Devices ("MUTCD") and shall not remove said safety devices until the construction has been completed.

Commented [16]: This should be reinstated. It is part of code requirements.

B. **Construction Site Waste.** The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by the Developer's operation, or the activities of individual builders and/or subcontractors; shall remove such rubbish as often as necessary, but no less than daily; and at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. The Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Developer's operation or as a result of building activity. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to withhold building permits and/or certificates of occupancy until the problem is corrected to the satisfaction of the City Building Inspector and/or the City Public Works Director. If the Developer fails to adequately clean such streets within two (2) days after receipt of written notice, the City may have the streets cleaned at the Developer's expense, and the Developer shall be responsible for prompt payment of all such costs. The Developer also agrees

Commented [17]: Contractors and their subs shall be required to keep public right of way clean on a daily basis. This should not be stricken.

to require all contractors within the Development to keep the public right-of-way clean and free from the accumulation of dirt, rubbish, and building materials. Under no circumstances shall the Developer or any sub-contractors use open burning procedures to dispose of waste materials.

C. **Compliance with City Building Inspector, City Engineer, and City Public Works Director.** The Developer hereby agrees that it will require its contractors and subcontractors to cooperate with the City's Building Inspector, City Engineer, or City Public Works Director by ceasing operations when winds are of sufficient velocity to create blowing dust, which, in the inspector's opinion, is hazardous to the public health and welfare.

D. **Protection Strips and Undevelopable Lots.** Developer covenants and warrants that they have not, or will not in the future, unlawfully divide real property in such a way that a parcel of property is created or left behind that cannot be developed according to the requirements of Sunset City Land Use Ordinances, or other applicable laws. Examples of a parcel of property that is created or left behind that cannot be developed include, but are not limited to, spite strips or protection strips, which are parcels created or left for the sole purpose of denying another property owner access to their property, parcels with insufficient square footage, parcels with insufficient buildable area, parcels that do not meet the requirements of Sunset City Land Use Ordinances, and parcels that do not abut on a dedicated street. When a Developer unlawfully divides property, the Developer agrees, as a remedy, to dedicate and otherwise deed ownership of these undevelopable parcels of land to the City within thirty (30) days of the City's written request.

E. **Consequences of Developer non-compliance with Final Plat and the Agreement.** The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, for such improvements or obligations that may be shown on the Final Plat and Construction Drawings, or required within this Agreement or any document executed in the future that are required by the City for amending the Development's Final Plat, Construction Drawings, or this Agreement. In the event of default by either party, the default provisions contained herein shall govern.

Commented [18]: This is not part of the agreement and should be removed.

~~In addition to the other remedies contained within this Agreement for the Developer's non-compliance or default with the obligations required herein, the Parties agree that the City may delay the processing of any future land use applications, land use decisions, and/or land use permits submitted to the City for projects in which the Developer may have an ownership interest until the Developer non-compliance or default has been cured. The Developer acknowledges and agrees to waive any time constraints applicable in Utah Code, with which the City would otherwise be required to comply for the processing of land use applications, land use decisions, and land use permits for the Developer's non-compliance or default. Any future land use applications, land use decisions, and/or land use permits may include, but are not limited to, preliminary plats, final plats, site plans, building permits, certificates of occupancy, sign permits, zoning, rezoning, and annexations within the Development or outside of the boundaries of the Development, for which Sunset City is Land Use Authority. An ownership interest in a future land use application, land use decision, and/or land use permit includes the Developer, Developer's spouse, and/or Developer's minor children ownership as an individual or a member of a corporation with assets that are the subject to the future land use application. If the City suspects that the Developer may have ownership in the future land use application, it is the Developer's burden to prove the~~

~~contrary. The City may also place liens on vacant lots still owned by the Developer as it deems necessary to ensure performance in accordance with the terms of the Agreement.~~

Commented [19]: This is part of the Sunset developer agreement and should not be stricken unless noted by Sunset City legal council

F. **No Waiver of Regulation(s).** Nothing herein contained shall be construed as a waiver of any requirements of the City Code or the Utah Code Annotated, in its current form as of the date of approval of the Final Plat, and the Developer agrees to comply with all requirements of the same.

G. **Severability of Waivers.** A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

H. **City Council Budgetary Discretion.** All financial obligations of the City arising under this Agreement that are payable after the current fiscal year are contingent upon funds for the purpose being annually appropriated, budgeted, and otherwise made available by the Sunset City Council, in its discretion.

I. **Covenants Run with the Land.** This Agreement shall run with the Property, including any subsequent, approved amendments to the Final Plat of all or a portion of the Property. This Agreement shall also be binding upon and inure to the benefit of the Parties hereto, their respective personal representatives, heirs, successors, grantees, and assigns. It is agreed that all improvements required pursuant to this Agreement touch and concern the Property regardless of whether such improvements are located on the Property. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of the Developer's legal or equitable interest in the Property, as well as any assignment of the Developer's rights to develop the Property under the terms and conditions of this Agreement. Developer shall have the right to freely assign this Agreement to the successor in interest of his choice.

Commented [20]: Sunset legal counsel should comment on this item.

J. **Liability Release.** With limitations pursuant to Utah Code Annotated § 10-9a-607, in the event the Developer transfers title to the Property and is thereby divested of all equitable and legal interest in the Property, the Developer shall be released from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. In such an event, the succeeding property owner shall be bound by the terms of this Agreement.

K. **Default and Mediation.** ~~Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that either Party shall fail to perform according to the terms of this Agreement, such Party may be declared in default. In the event that a Party has been declared in default hereof, such defaulting Party shall be given written notice specifying such default and shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to: (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance or; (c) avail itself of any other remedy at law or equity.~~

In the event of the default of any of the provisions hereof by either Party, which shall give rise to commencement of legal or equitable action against said defaulting Party, the Parties hereby agree to submit to non-binding mediation before the commencement of an action in any Court of law. In any such event, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney's fees and costs incurred by reason of the default. Nothing herein shall be construed to prevent or interfere with the City's rights and remedies specified in Paragraph III.D of this Agreement.

L. **No Third-Party Beneficiaries.** Except as may be otherwise expressly provided herein, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third Party or Parties, and no third Party or Parties shall have any right of action hereunder for any cause whatsoever.

M. **Applicable Laws.** It is expressly understood and agreed by and between the Parties hereto that this Agreement shall be governed by and its terms construed under the laws of the State of Utah and the City of Sunset, Utah.

N. **Notice.** Any notice or other communication given by any Party hereto to any other Party relating to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed:

If to the City: Sunset City
 200 West 1300 North
 Sunset, Utah 84015

With a copy to: Daines & Jenkins, LLP
 108 North Main Street
 Logan, UT 84321

If to the Developer: ASCEND Ownership Group
 784 S Parkway Drive
 North Salt Lake City, Utah 84054

Notwithstanding the foregoing, if any Party to this Agreement, or its successors, grantees or assigns, wishes to change the person, entity, or address to which notices under this Agreement are to be sent as provided above, such Party shall do so by giving the other Parties to this Agreement written notice of such change.

O. **Word Meanings.** When used in this Agreement, words of the masculine gender shall include the feminine and neutral gender, and when the sentence so indicates, words of the neutral gender shall refer to any gender; and words in the singular shall include the plural and vice versa. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto, and shall be deemed to be and contain the entire understanding and agreement between the Parties hereto pertaining to the matters addressed in this Agreement.

P. **Complete Agreement.** There shall be deemed to be no other terms, conditions, promises, understandings, statements, representations, expressed or implied, concerning this Agreement, unless set forth in writing signed by all of the Parties hereto. Further, paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

Q. **Property Owner as Party.** The Owner is made a Party to this Agreement solely for the purpose of subjecting the Property to the covenants contained in this Agreement. The City and the Developer expressly acknowledge and agree that the Owner shall not be liable for any obligations of the Developer under this Agreement, unless the Owner were to exercise any of the rights of the Developer in which event the obligations of the Developer shall become those of the Owner.

Developer expressly acknowledges and agrees that the Owner shall not be liable for any obligations of the Developer under this Agreement, unless the Owner were to exercise any of the rights of the Developer in which event the obligations of the Developer shall become those of the Owner.

R. **Greenbelt Taxes.** Pursuant to Utah Code Annotated § 10-9a-603(3), The City shall require payment of all Greenbelt Taxes, if applicable, prior to ~~Recordation of the Final Plat~~pulling a building permit.

S. **Recording.** The City and Developer/Owner are authorized to record or file any notices or instruments with the Davis County Recorder's Office appropriate to assuring the perpetual enforceability of the Agreement, and the Developer/Owner agrees to execute any such instruments upon reasonable request.

T. **"Arm's Length" Transaction.** The Parties hereto expressly disclaim and disavow any partnership, joint venture or fiduciary status, or relationship between them and expressly affirm that they have entered into this Agreement as independent Parties and that the same is in all respects an "arms-length" transaction.

U. **Severability.** Should any portion of this Agreement be deemed invalid or unenforceable by the rule of law or otherwise, all other aspects of the Agreement shall remain enforceable and in full effect.

V. **~~Incorporation of Recitals and Exhibits.~~** ~~The above recitals and all exhibits attached hereto are incorporated herein by this reference and expressly made a part of this Agreement.~~

W. **Preparation of Agreement.** The Parties hereto acknowledge that they have both participated in the preparation of this Agreement and, if any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party hereto with respect to the drafting hereof.

X. **Amendments.** This Agreement may be amended at any time upon unanimous agreement of the Parties hereto, which amendment(s) must be reduced to writing and signed by all Parties in order to become effective.

Y. **Further Instruments.** The Parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

THE CITY OF SUNSET, UTAH

By: _____
Mayor Scott Wiggill, Sunset City

ATTEST:

City Recorder

APPROVED AS TO CONTENT:

City Engineer

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

By: _____

Print Name: _____

OWNER: ASCEND Ownership Group

By: _____

Print Name: _____

Developer/Owner Acknowledgment

State of Utah)

County of _____) §

On this ____ day of _____, in the year 20____, before me _____
a notary public, personally appeared _____,
and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to
this instrument, and acknowledge executing the same.

Notary Public

Ascend Development Agreement

State of Utah)
 §
County of _____)

On this _____ day of _____, in the year 20____, before me _____
a notary public, personally appeared _____,
and proved on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to
this instrument, and acknowledge executing the same.

Notary Public

EXHIBIT "A"

CONSTRUCTION/IMPROVEMENT GUARANTEE:

The Bond guaranteeing the Developer's timely and proper installation and warranty of required improvements shall be equal in value to at least one hundred-ten (110) percent of the cost of the required improvements, as estimated by the City Engineer contained in Exhibit "B." The purpose of the bond is to enable the City to make or complete the required improvements in the event of the developer's inability or failure to do so. The City need not complete the required improvements before collecting on the bond. The City may, in its sole discretion, delay taking action on the bond and allow the developer to complete the improvements if it receives adequate assurances that the improvements shall be completed in a timely and proper manner. The additional ten (10) percent shall be used to make up any deficiencies in the bond amount and to reimburse the City for collection costs, including attorney's fees, inflationary costs, etc.

All required improvements shall be completed and pass City inspections within ~~one (1) year of the date that the Final Plat is recorded. Required improvements for plats recorded between November 1st and March 31st shall be completed by the next October 1st. For example, the required improvements for a plat recorded on February 6th shall be completed by October 1st, in the same calendar year. Failure to meet this time frame may result in the forfeiture of the bond.~~ two (2) years of the commencement of construction. A written agreement to extend the completion of the improvements may be granted by the Land Use Authority Board, where due to circumstances as determined by the Land Use Authority Board would delay the completion of required improvements.

All subdivision improvements shall be completed by qualified contractors in accordance with Title III General Public Works Construction Standards and Specifications. No work may be commenced on improvements intended to be dedicated to the City without approved construction drawings and a pre-construction meeting with the City.

The Bond shall be ~~an escrow bond or cash~~ performance bond in favor of the City. The requirements relating to each of these types of bonds are detailed below. The City Attorney shall approve any bond submitted pursuant to this section. The City Attorney reserves the right to reject any of the bond types if it has a rational basis for doing so. Escrow bonds shall be held by a federally insured bank, savings and loan or credit union, or a title insurance underwriter authorized to do business in the State of Utah. A developer may use a performance or a cash bond by tendering the required bond amount in cash or certified funds to the City, partial releases may be made from the cash bond as allowed for other bond types, but shall retain ten (10) percent of the bond through the warranty period for any repairs necessary prior to final approval at the end of the warranty period. If no repairs are required at the end of the warranty period, the remaining portion of the bond shall be released to the Developer. The City shall not pay any interest on funds held as a cash bond.

Commented [21]: Sunset Legal Counsel should comment

MAINTENANCE GUARANTEE:

The Developer hereby warrants and guarantees to the City for a period of one (1) ~~years~~ year from the date of completion and final inspection by the City of the public improvements warranted hereunder, the full and complete maintenance and repair of the public improvements constructed for this Development. This warranty and guarantee are made in accordance with the Sunset City Land Use Code and/or the Utah Code Annotated, as applicable. This guarantee applies to the streets and all other appurtenant structures and amenities lying within the rights-of-way, easements, and other public properties, including, without limitation, all curbing, sidewalks, trails, drainage pipes, culverts, catch basins, drainage ditches, and landscaping and all other improvements contained in Exhibit "B" of this Agreement. Any maintenance and/or repair required on utilities shall be coordinated with the owning utility company or city department. The Developer shall maintain said public improvements in a manner that will assure compliance on a consistent basis with all construction standards, safety requirements, and environmental protection requirements of the City until one (1) year following the final inspection. The Developer shall also correct and repair or cause to be corrected and repaired, all damages to said public improvements resulting from development-related or building-related activities. The City may require the Developer to guarantee and warrant that any repairs remain free from defect for a period of one (1) year following the date that the repairs pass City inspection. The City may retain the Developer's guarantee until the repairs have lasted through the warranty period, and may take action on the bond if necessary to properly complete the repairs. In the event, the Developer fails to correct any damages within thirty (30) days after written notice thereof, then said damages may be corrected by the City and all costs and charges billed to and paid by the Developer. The City shall also have any other remedies available to it as authorized by this Agreement. Any damages which occurred prior to the end of said one (1) year period, which are unrepaired at the termination of said period, shall remain the responsibility of the Developer.

REPAIR GUARANTEE:

The Developer agrees to hold the City harmless for a one (1) year period, commencing upon the date of completion and final inspection by the City of the public improvements constructed for this Development, from any and all claims, damages, or demands arising on account of the design and construction of public improvements of the Property shown on the approved plans and documents for this Development; and the Developer furthermore commits to make necessary repairs to said public improvements, to include, without limitation, all improvements contained in Exhibit "B" of this Agreement, roads, streets, fills, embankments, ditches, cross pans, sub-drains, culverts, walls and bridges within the right-of-way easements and other public properties, resulting from failures caused by design and/or construction defects. This agreement to hold the City harmless includes defects in materials and workmanship, as well as defects caused by or consisting of settling trenches, fills, or excavations.

Further, the Developer agrees that the City shall not be liable to the Developer during the warranty period, for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers, and any other

matter whatsoever on private property. Any and all monetary liability occurring under this paragraph shall be the liability of the Developer.

The obligations of the Developer pursuant to the "maintenance guarantee" and "repair guarantee" provisions set forth above may not be assigned or transferred to any other person or entity unless the warranted improvements are completed by, and a letter of acceptance of the warranted improvements is received from the City by, such other person or entity.

Ascend Development Agreement

EXHIBIT "B" CITY ENGINEER'S ESTIMATE FOR COST OF IMPROVEMENTS

EXHIBIT "C" PLAT MAP

RESOLUTION NO. 2025-17

A RESOLUTION TO ADD 4(II) 5.1 FLEXTIME TO SECTION 4(II) EMPLOYEE CONDUCT, RULES, DISCIPLINE AND GRIEVANCE TO THE PERSONNEL POLICIES AND PROCEDURES.

Whereas, the Sunset City Council currently maintains a Personnel Policies and Procedures policy regarding employee conduct, rules, discipline and grievance, and

Whereas, the Sunset City Council finds it necessary to amend the current policy to permit employees to utilize a flextime schedule, while ensuring that the standard 40-hour workweek and public service availability are maintained; and

Now, Therefore, be it resolved by the Sunset City Council to add to the Personnel Policies and Procedures Section 4(II) 5.1: Flextime to read as follows:

4(II). 5.1 Flextime

4(II).5.2 Flextime is an arrangement that allows employees to adjust the start times, end times, or lunch times around the employee's regular work schedule. The total number of hours worked does not change. A flextime schedule is not appropriate for all positions, for all employees, or for all settings. Flextime should not affect the workload or productivity of the employee or other co-workers.

4(II).5.3 Flextime may be granted by Department Heads or supervisors when it is reasonable or practical to do so and where operational needs will not be affected. Because services may vary within each department, not every employee will be able to work similar flextime schedules. Flextime is a privilege and may be taken away at the supervisor's discretion.

4(II).5.4 Flextime is limited to a maximum of four (4) hours per week. Any flextime schedule must be approved in advance by the employee's direct manager, and the manager must be made aware of the employee's schedule adjustments.

4(II).5.5 With flextime, nonexempt employees are still subject to all of the requirements of the Fair Labor Standards Act. Employees who are exempt from the Fair Labor Standards Act are expected to work whatever number of hours are required to accomplish their job duties and may be permitted to set their own schedules with supervisor approval.

Approved and adopted by the Sunset City Council this 16th day of September, 2025.

Scott Wiggill, Mayor

Attest:

Nicole Supp, Recorder

N. GEORGE DAINES, PC
JONATHAN E. JENKINS, PC
MICAH L. DAINES, PC
DALTON J. SMUIN*



Attorneys at Law
108 North Main Street
Logan, Utah 84321

Telephone: (435) 753-4000
Facsimile: (435) 753-4002

W. SCOTT BARRETT, 1925-2009

*Licensed in Idaho

August 9, 2025

Nicole Supp
SUNSET CITY
200 W 1300 N
Sunset, UT 84015

Re: Resignation as Legal Counsel

Dear Ms. Supp:

Please accept this letter as Daines & Jenkins' notice of resignation as Sunset's legal counsel, effective October 22, 2025. As you may know, Dustin Ericson—who was serving as Sunset City Attorney and Prosecutor—is now serving as the Box Elder County Justice Court Judge. Between now and October 22, 2025, I will be helping the City with its legal needs.

We have greatly appreciate the opportunity to provide legal services to Sunset and will cooperate fully moving forward. Please let us know how we can best assist during this period.

Sincerely yours,
DAINES & JENKINS, LLP

A handwritten signature in black ink, appearing to read "Dalton J. Smuin". The signature is stylized with a large, sweeping "D" and "S".

Dalton J. Smuin

**REQUEST FOR PROPOSALS
CITY ATTORNEY AND
PROSECUTING ATTORNEY SERVICES**

**City of Sunset
Davis County
State of Utah**

Response Deadline: 5:00 p.m. Monday, September 29, 2025

Respondents should submit their proposal in a sealed envelope, clearly marked:

Nicole Supp, Recorder
“RFP for City &/or Prosecuting Attorney Services”
Sunset City Corporation
200 W. 1300 N.
Sunset, UT 84015

Proposals submitted after the 5:00 p.m. deadline will not be accepted.

REQUEST FOR PROPOSAL

City Attorney and Prosecuting Attorney Services

Sunset City Corporation, located in Davis County, Utah, invites interested attorneys or law firms to submit written proposals to provide professional services as the Sunset City Attorney and/or prosecuting services for the City. It is the City's intent to hire a contract attorney for one or both of these services or a contract law firm for both of these services.

SCOPE OF SERVICES

The City intends to enter into a professional services contract covering a three (3) year period involving annual reviews with the successful bidder(s).

The Sunset City Attorney shall perform the following duties:

- A. Serve as the City's legal advisor to all City officials regarding City civil matters and draft all necessary civil legal documents pertinent thereto;
- B. Review and rewrite, as necessary, all City criminal and civil ordinances.
- C. Act as trial attorney on civil litigation on behalf of the City and when the City is not covered by liability insurance;
- D. Provide all necessary clerical support and office facilities in order to perform the duties as stated above; and
- E. Attend meetings of City Council, Planning Commission, and any others when requested by City Mayor or Council.
- F. Monitor pending and current State/Federal legislation and case law as appropriate.

The Prosecuting Attorney shall perform the following duties:

- A. Supervises prosecution of criminal and traffic cases up to and including class "B" misdemeanors and appeals; advises Police Department concerning policy and procedure; screens cases, reviews police reports, statements (written and oral) from complainants; responds to requests from officers to file charges.
- B. Prosecutes criminal and traffic cases as assigned; represents the City in prosecution of various criminal and traffic cases; conducts research; reviews criminal investigation reports; files formal complaints; institutes arrest proceedings; prepares case materials; participates in various examination processes such as discovery and briefings; researches and writes briefs; appears in court and presents evidence and argument.
- C. Conducts pretrial investigation, interviews witnesses and participates in pretrial conferences; negotiates for mutually agreeable solutions and charges; makes recommendations for sentences and represents the City in order to show cause hearings; assures requests for discovery are complied with; conducts investigation of complaints; determines quality of the case and whether or not evidence is sufficient to support probable cause.
- D. Provides legal support to the Police Department and provides updated training and policy.
- E. Coordinates with clerical staff as needed to track case progress and disposition; monitors status; follows various procedures including continuances, appeals, etc.

- F. Drafts various documents including pre-arraignment conference forms and plea in abeyance agreements, consents to release information, notification of enhancement, restitution forms, late letters, formal information and subpoenas (sending out also), etc.

CONTENT OF PROPOSAL

All proposals should include, at a minimum, all of the following information:

- A. Name, address and phone number of individual who would be serving as the City Attorney and/or Prosecuting Attorney for Sunset City.
- B. Name of law firm or agency.
- C. Length of employment with current firm of each attorney included in the proposal.
- D. Educational background to include institutions of higher education attended, degrees received, scholastic honors achieved and dates of degrees.
- E. Date of admittance to the Utah Bar Association for each individual who would be serving Sunset City. Please identify those who are members of the Governmental Law section of the Utah Bar Association and list any professional affiliations.
- F. Specify for each attorney any municipal, civil and/or prosecution experience.
- G. Specify for each attorney any litigation experience and demonstration of good court track record.
- H. Specify the number of hours of continuing legal education (CLE) courses each attorney has taken in the past three years relative to matters material to this proposal.
- I. A minimum of three professional letters of reference and three-character letters of reference. All letters of reference should include the address and phone number of the people serving as references.
- J. Hourly rate of City Attorney and/or Prosecuting Attorney.
- K. Other miscellaneous costs to be paid by the City.
- L. Any known limitations or qualifications of the scope of work as City Attorney or Prosecuting Attorney.
- M. Names of other attorneys to be included as legal counsel for Sunset City. Information relative to this item shall include 1, 2 & 3 for each attorney listed.
- N. Availability. All proposals shall indicate the earliest date when service as City Attorney and/or Prosecuting Attorney can commence.
- ~~O. All proposals shall list any legal services either presently provided or provided in the past to other governmental agencies.~~

Reserved Rights: Sunset City reserves the sole right to evaluate the proposals submitted; and to waive any irregularities therein; or to reject any and all proposals, and award a contract as may be in the best interest of Sunset City. The RFP will require a cost proposal from the respondents. Further, this RFP is not to be construed as a contract or as a commitment of any kind; nor does it

commit Sunset City to pay for any cost incurred in the submission of a response or for any cost incurred prior to the execution of a formal contract.

Selection Procedures:

- A. The City will review all submissions utilizing a matrix of predetermined, weighted values for each of the required items, and will select three (3) firms receiving the highest scores in the evaluation process.
- B. The three (3) firms receiving the highest score may be invited to participate in an interview with the City Council. The firms are requested to limit the number of participants in the interview to two, at least one being a principal of the firm. (Tentative date for interviews is approximately ten (10) days after the top three (3) are determined.)
- C. Following the interview, the City Council will individually rank each firm from first selection to third. The scores will then be added and the highest score announced.
- D. The City will then enter into negotiations with the firm to establish the value of compensation and other relevant issues.
- E. In the event the City is not able to negotiate a mutually acceptable contract with the successful bidder, it reserves the right to terminate negotiations, and then undertake negotiations with one of the other qualifying firms.

General Conditions: Upon submission of a proposal, the proposer hereby certifies as to its own organization, that:

- A. The proposer has examined and carefully studied the RFP;
- B. The proposer is familiar with and is satisfied as to all Federal, State and local laws and regulations that may affect cost, performance and furnishings of the agreement;
- C. This proposal is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham bid; the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and the proposer has not sought by collusion for itself any advantages over any other proposer or over Sunset City.
- D. Failure to read the Request for Proposal and to comply with its instructions will place the proposal at risk of being voided.
- E. Corrections and/or modifications received after the closing time specified in the Request for Proposal will not be accepted.
- F. The proposal must be signed by a designated firm representative or officer who is authorized to bind the firm/individual contractually. Submission of a signed proposal to the City will be interpreted to indicate the firm's/individual's willingness to comply with all terms and conditions set forth herein.

ADVERTISEMENT

RFP for City Attorney and Prosecuting Attorney Services

Sunset City Corporation, located in Davis County, Utah, invites interested attorneys or law firms to submit written proposals to provide professional services as the Sunset City Attorney and/or prosecuting services for the City. It is the City's intent to hire a contract attorney for one or both of these services or a contract law firm for both of these services.

Interested attorneys or law firms may obtain a copy of the complete Request for Proposal (RFP) by visiting the Sunset City Offices located at the address below, calling City Recorder Nicole Supp at 801-614-9102 or emailing nsupp@sunsetut.gov. All inquiries should be made per the information stated above.

Respondents should submit their proposal in a sealed envelope, clearly marked:

Nicole Supp, Recorder
"RFP for City &/or Prosecuting Attorney Services"
Sunset City Corporation
200 W. 1300 N.
Sunset, UT 84015

All proposals must be received **no later than 5:00 p.m. on Monday, September 29, 2025.**
Proposals submitted after the 5:00 p.m. deadline will not be accepted.