



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
Katherine Hunter

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, February 3 2026 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 Smalling
- C. APPROVAL OF MINUTES** –January 20, 2026
- D. PUBLIC COMMENTS**

AGENDA ITEMS

- 1. Discuss and Approve Farmer's Market Agreement for the 2026 Season**
- 2. Mayor, Council and Department Head Reports**
- 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 – January 30, 2026.



Nicole Supp, Recorder

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City Council Minutes
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Minutes of a regular meeting held January 20, 2026 at Sunset City Hall, 200 West 1300 North, Sunset, Utah; Mayor Wiggill presiding.

REGULAR SESSION

Mayor and Council Present:

Scott Wiggill	Mayor
Ricky Carlson	Council Member
Nakisha Rigley	Council Member
Nancy Smalling	Council Member
Hope Thompson	Council Member

City Employees Present:

Brett Jamison	Police Chief
Jason Monroe	Public Works Director
Recorder Supp	Recorder
Bruce Arbogast	Police Lieutenant
Brendan Davis	Police Sergeant
Sydney Davis	Code Enforcement Officer

Excused:

Katherine Hunter	Council Member
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Others Present:

Robert F. Smalling	Sunset
Marcia Hanblin	Sunset
Brenda Ewell	Sunset
Ben Maxfield	Sunset
Jonathan Atkin	West Point – Sherriff Candidate
Celeste Hopkins	Victims Advocate
Garret Schenck	Syracuse Police
Anne Williams	UDOT – UTA
Braden Andersen	UDOT – UTA
Ryan Kitchen	UDOT – UTA

The regular session was called to order at 6:30 p.m. by Mayor Wiggill.

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

APPROVAL OF MINUTES: Council Member Carlson made a motion to approve the meeting minutes from December 16, 2025 and January 6, 2026 as presented and Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Carlson, Rigley, Smalling and Thompson voting yes.

APPROVAL OF VOUCHERS: Weber Basin Water in the amount of \$447,528.00 for Annual Water Charges - Council Member Rigley made a motion to approve the voucher for Weber

Basin and Council Member Thompson seconded the motion. The motion passed unanimously with Council Members Carlson, Rigley, Smalling and Thompson voting yes.

Public Comments: Johnathan Atkin addressed the Council and stated that he was a candidate for Davis County Sheriff and resided in West Point. Mr. Atkin explained that he was attending city council meetings throughout the county to meet elected officials and share their background and priorities. He described growing up in Davis County, attending local schools, and living in West Point, Clearfield, Syracuse, and Layton. Mr. Atkin outlined professional experience working at the city, county, state, and federal levels, current part-time employment with North Davis Fire, and full-time employment with the Sheriff's Office in an internal affairs role. Mr. Atkin also shared military service, including ten years of enlisted service in the Army and Air Force, deployment to the Middle East, service as military police, and later service as a military intelligence officer. Mr. Atkin stated he currently served as a captain in the Air National Guard. He expressed appreciation for Davis County and a desire to improve communication and transparency within the Sheriff's Office. Mr. Atkin outlined five priorities: protecting children, taking a firm stance on crime while protecting constitutional rights, preparing for future challenges related to cyber innovation and artificial intelligence, and working collaboratively with elected officials to avoid duplication of efforts and improve efficiency. Mr. Atkins concluded by stating a commitment to working on behalf of residents throughout Davis County. Mayor Wiggill thanked Mr. Atkin for his comments.

Ben Maxfield – 2101 N Main St. - Addressed the Council and described a disagreement with the Chief of Police regarding the interpretation of Utah Code 41-6a-801 related to right-turn movements. Mr. Maxfield explained that he had been cited for an improper right turn on August 4 and that the citation was dismissed by the Sunset City Justice Court effective January 15. He said that the Chief of Police considered the dismissal to be technical and intended to continue enforcing the same interpretation. Mr. Maxfield explained that the statute clearly specified lane requirements for left turns but did not specify which lane a driver must enter when making a right turn. He stated he was cited for turning into the inside right lane and emphasized that the citation had been dismissed. Mr. Maxfield suggested the law may have changed in prior years and asked the Council to consider asking the Chief of Police to instruct officers accordingly if the Council agreed with the interpretation.

Regular Meeting

1. **UTA FrontRunner 2x Project Overview and Follow Up:** Braden Andersen introduced himself as the project director and explained that the project was a partnership between UDOT and UTA, with UDOT responsible for construction and UTA responsible for operations once construction was complete. Mr. Andersen provided an overview of the FrontRunner commuter rail corridor, noting that it spanned 83 miles from Ogden to Provo, began service in 2008, and had served approximately 48 million passengers.

Mr. Andersen stated that the corridor currently served approximately 14,500 weekday riders across 16 stations in five counties and reached travel speeds that often competed with I-15. He explained that increasing population and ridership had pushed peak-hour trains to approximately 90 percent capacity.

Mr. Andersen explained that the purpose of the project was to increase train frequency, particularly during peak hours, reduce wait times from 30 minutes to 15 minutes, improve reliability, and increase ridership. Additional benefits included improved travel times compared to I-15 by 2050 and support for economic development along the corridor.

Mr. Andersen described project improvements, including double-tracking multiple rail segments, adding a new station near Bluffdale, realigning track in Farmington, adding new train sets, and constructing a new maintenance facility. Mr. Andersen presented a video explaining the importance of double tracking.

Mr. Andersen reviewed the project map and noted that Sunset City was located at the northern end of the project corridor. He then reviewed the project timeline, explaining that environmental studies were largely complete, design was underway, and major construction was anticipated to begin in 2027, with full project completion targeted around 2030.

Mr. Andersen discussed the Clearfield and Sunset segment of the project, noting that the segment was approximately 2.8 miles long and would include retaining walls, culvert extensions, improved rail crossings, power pole relocation, and utility relocations. Mr. Andersen stated that environmental review identified no adverse property impacts and that noise and vibration impacts affecting three residences would be mitigated using specialized rail components and ballast mats.

Mr. Andersen explained that outreach to City staff and Council was intended to ensure communities were informed and prepared to answer resident questions. Mr. Andersen stated that additional public meetings and coordinated communication would occur as construction approached.

Anne Williams added that this presentation represented an early phase of public outreach and that community meetings were planned for the summer and that informational materials would be provided for the City to share through newsletters or social media.

Mr. Andersen outlined next steps, including continued design work, coordination with City staff and Council, and collaboration with the selected contractor under a progressive design-build model. Mr. Andersen stated that construction could begin as early as 2027.

Council Member Smalling asked how the project would impact residents near 1800 North, specifically whether property or easements would be affected. Mr. Andersen responded that the project was still in early design and that impacts would likely be limited to easements or relocations, but additional analysis was required before details could be provided.

Council Member Smalling expressed concern about impacts to neighbors and the reduction of City boundaries due to infrastructure projects. Mr. Andersen stated that

minimizing impacts was a priority and that further information would be provided as design and funding details were finalized.

Council Member Smalling asked which rail line was currently used for FrontRunner. It was determined the east track was currently used.

Council Member Thompson asked whether any utility relocations or financial responsibilities associated with the project would fall on the City or require City staff involvement. Mr. Andersen replied no, the responsibility will fall on UTA.

Council Member Carlson reflected on the early planning stages of FrontRunner and questioned why the system had initially been built as single-track rather than double-track, acknowledging that funding was likely a factor. Council Member Carlson noted that single tracking had created challenges later, including property acquisition. Council Member Carlson asked whether train schedules would be adjusted, noting that current service intervals were approximately one hour in some areas and 30 minutes in Salt Lake County. Council Member Carlson also asked whether equipment would be upgraded and whether new trains would be purchased. Mr. Andersen responded briefly, referencing prior grant funding and ongoing planning efforts.

Council Member Thompson asked whether the presenters were all representatives from UDOT. Mr. Andersen responded that the presenters were part of the project management team and clarified that Brian, who was present, represented the contractor and design side of the project. Council Member Thompson stated that some of the questions would need to be answered by UTA rather than UDOT.

Mr. Andersen encouraged Council Members to email questions as needed.

Ms. Williams added that the project team's contact information, including phone numbers and email addresses, was available and that the team was happy to help connect Council Members with the appropriate agency.

Council Member Carlson followed up by asking whether the trains would be new and different from the current equipment. Ms. Williams noted that the system would continue to utilize similar infrastructure. Mr. Andersen confirmed that new trains would be added as part of the project.

Council Member Carlson stated a personal interest in mechanical systems and expressed curiosity about the equipment specifications. Council Member Carlson also noted that impacts to gas lines and other utilities had not yet been fully determined.

Council Member Smalling thanked the presenters and referenced the anticipated timeline. Mr. Andersen stated that project completion was anticipated around 2030, depending on federal funding.

Mayor Wiggill thanked the presenters and their team for attending the meeting and sharing information. He stated that the City looked forward to continued collaboration in the future.

2. **Updates from Victim Advocate Celeste Hopkins:** Celeste Hopkins introduced herself as the Victim Advocate for Sunset City and provided an update on current activities. Ms. Hopkins noted that Sunset City had experienced a relatively low number of cases, which was positive from a victim advocacy perspective. Ms. Hopkins explained that the data presented covered the period from July 1 through January and compared Sunset City with two other cities. She noted that Sunset City's numbers were lower, which aligned with expectations given the City's size. There was a total of 206 victims across all three cities had been offered services.

Ms. Hopkins explained that domestic violence was the most common type of case in Sunset City, with 15 cases during the reporting period, followed by one stalking and harassment case. Domestic violence cases allowed for more in-depth conversations with victims regarding available resources.

Ms. Hopkins informed the Council that new prosecutors, Brandon Poll and Ryan Perkins, had been assigned to the Justice Court. She stated that she had worked with both prosecutors previously and that strong communication was already established, particularly in domestic violence cases.

Ms. Hopkins reviewed the types of services provided to victims in Sunset City, emphasizing information about the criminal justice process, victim rights, and referrals to other services. She explained that services included emails, text messages, phone calls, and letters to keep victims informed. Ms. Hopkins noted increased use of electronic communication to reduce the need for mailed correspondence.

Ms. Hopkins discussed referrals to resources such as Utah Legal Services, Crime Victims Reparations, and Safe Harbor. She explained that Crime Victims Reparations assisted with relocation, medical care, counseling, and other costs related to qualifying incidents, even when victims had insurance. She assisted victims with completing and submitting applications to reduce stress and confusion.

Ms. Hopkins shared upcoming plans, including participation in Sunset Fun Days and coordination with City staff. Ms. Hopkins also discussed upcoming victim services training, which had taken over a year to schedule. The training would be held on two separate days to accommodate multiple departments and would include presentations by a specialized prosecutor and a survivor willing to share their personal experience.

Ms. Hopkins reviewed program accomplishments, noting that her workspace was now located within the Police Department. She stated that this change had improved communication and collaboration with officers, supervisors, and the Chief of Police. Ms. Hopkins described providing one-on-one training to officers regarding the victim advocacy program and expressed appreciation for improved coordination with Police

Department staff, including Tiffany their secretary, who assisted with documentation and communication.

Ms. Hopkins invited questions from the Council. Council Member Thompson asked whether the 16 victims referenced were separate individuals and separate cases. Ms. Hopkins confirmed that each victim was a separate individual with their own case number.

Mayor Wiggill expressed appreciation for Ms. Hopkins' work, noting the positive impact of collaboration within the Police Department and commending the efforts made on behalf of the City and its residents.

3. **Consider and Approve Corridor Agreement with UDOT for Future Related Improvements from SR-126 from Layton Parkway to SR-39:** Recorder Supp explained that the agreement had been discussed previously and had been tabled due to questions.

Mayor Wiggill noted that questions had been raised previously by Council Member Thompson and asked whether Council Member Thompson had additional findings to share.

Council Member Thompson stated that limited information was available due to the early stage of the agreement. She explained that the only identified obligation for the City involved maintaining small areas, with no immediate financial commitments identified.

Director Monroe confirmed that the agreement was in its earliest stages and that detailed figures were not yet available.

Council Member Rigley made a motion to approve the Corridor Agreement and Council Member Carlson seconded the motion. The motion passed with a roll call vote with Council Members Carlson, Rigley, and Smalling voting yes and Council Member Thompson voting no.

4. **Consider and Approve Resolution 2026-05 Supporting America250 Utah and Recognizing and Approving of the Sunset City Utah250 Community Committee:** Mayor Wiggill expressed support for celebrating the 250th anniversary of the United States and discussed incorporating related activities into City events, including Sunset Fun Days. Mayor Wiggill presented the committee as formed, he identified Council Member Rigley as the City representative, Sarah Markel as the staff representative, Bob Smalling as the citizen representative, and noted efforts to involve the Riveting Rosie group as an additional public representative. Mayor Wiggill asked if there were any questions or concerns regarding the committee. Hearing none, he requested a motion.

Council Member Carlson made a motion to approve Resolution 2026-05 and Council Member Thompson seconded the motion. The motion passed unanimously with Council Members Carlson, Rigley, Smalling and Thompson voting yes.

5. **Consider and Approve Memorandum of Understanding for the America250**

Stipend: Mayor Wiggill then introduced the next agenda item, which was consideration and approval of a memorandum of understanding for the America 250 special stipend. Mayor Wiggill explained that the memorandum would allow the City to submit for funding provided by the State for the America 250 program and indicated a motion would be needed.

Council Member Thompson asked a clarifying question regarding the stipend amount of \$1,500 and whether there were specific parameters on how the funds could be used. Council Member Thompson stated that while the document referenced parameters, it did not clearly outline them beyond advertising and posting requirements, and asked whether there was a more detailed list of allowable and restricted uses.

Recorder Supp responded that she could provide the toolkit she had received, noting that the requirement was that activities in corporate America 250. Council Member Thompson stated she would like to review the toolkit and also asked whether there was an officially approved scope for use of the funds.

Mayor Wiggill explained the parameters were not extremely restrictive. He asked whether there were any further questions or concerns and requested a motion if there were none.

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

6. **Appoint Rodney Page as Planning Commissioner:** Council Member Carlson stated that the City was fortunate to appoint Rodney Page, noting that Mr. Page came from another city and brought significant experience, and expressed excitement about having them serve as a commissioner. Mayor Wiggill asked whether there were any questions or concerns regarding the appointment. Hearing none, Mayor Wiggill requested a motion.

Council Member Smalling made a motion to approve Rodney Page as a Planning Commissioner and Council Member Rigley seconded the motion. The motion passed with a roll call vote with Council Members Carlson, Rigley, Smalling and Thompson voting yes.

7. **Mayor, Council and Department Head Reports:** Council Member Carlson stated he had nothing further to report.

Council Member Thompson reported that the City was awaiting receipt of a grant for park equipment and clarified that she was expecting the funds directly rather than as a reimbursement. She noted an upcoming call to confirm details. Council Member Thompson reported that the next R.A.B. meeting was scheduled for the 29th and shared updates regarding installation of a new soil vapor extraction system, noting improved monitoring results were expected. Council Member Thompson reported on a UTA meeting held on the 14th, explaining that a fare study had been completed and that fare increases were anticipated later in the year, they had not had a rate increase since 2013.

The rates have been \$2.50 and they are wanting to raise the rate to \$3.00. For the FrontRunner rates it would be a base rate of \$3.00 plus additional costs per stop. Council Member Thompson highlighted the effectiveness of UTA's new camera system, describing an incident where dispatch identified concerning behavior, contacted police, and successfully helped an individual in crisis. She reported that discussions were underway regarding expanding camera monitoring hours. Council Member Thompson also noted that Jay Fox had been re-elected as Executive Director of Career 2029. She shared updates on upcoming meetings, donation letters, and grant applications related to emergency preparedness, digital safety, medical supplies, community safety training, QPR suicide prevention training, and EMPG preparedness grants, outlining funding amounts and matching requirements. Mayor Wiggill expressed appreciation and hope that the City would be able to secure some of the referenced grants.

Council Member Smalling commented positively on the programs discussed, noting personal experience with training programs and their effectiveness. Council Member Smalling reported on a recent North Davis Fire board meeting, noting that call numbers were down, which was viewed as a positive outcome. She shared updates on the Mosquito Abatement efforts and preparations for their remodel, including storage and chemical handling improvements. Council Member Smalling expressed excitement for the America 250 bicentennial and reflected on past bicentennial celebrations.

Council Member Rigley reported that the next Wasatch Integrated meeting would be held on January 30th, with the board meeting scheduled for February. Council Member Rigley shared updates on planning for the Winter Fest event scheduled for February 7th, including the chili cook-off signups, bingo prizes, snacks, and appreciation for assistance with ordering supplies. She noted a need for additional chili cook-off contestants and encouraged outreach, explaining prize details. Council Member Rigley also discussed a grant opportunity through the Millbank Foundation related to mental health and substance abuse prevention and expressed interest in applying to support the Mental Health fair.

Chief Jamison stated he had nothing to report.

Mayor Wiggill added that during a recent North Davis Fire department meeting, firefighters had agreed to assist as judges for the chili cook-off. Mayor Wiggill discussed the tradition of prior winners participating again and encouraged continued involvement.

Director Monroe reported on sidewalk trip hazard mitigation efforts, explaining that the City had commissioned a full survey and GIS mapping of trip hazards citywide. Director Monroe stated that staff were eager to address issues proactively and explained plans to purchase specialized equipment to grind and scarify concrete safely. He detailed budget figures, cost savings, and the rationale for completing the work in-house rather than contracting services. Director Monroe explained how staff would be allocated to maximize efficiency during winter months. Mayor Wiggill thanked Director Monroe and emphasized the financial and operational benefits of the equipment purchase, noting significant cost savings and improved responsiveness.

Mayor Wiggill provided an update, explaining that recent Fire board meeting numbers had been discussed previously and would be reported at the next meeting. Mayor Wiggill announced being nominated and elected as Chair of the North Davis Fire Department Board, expressing appreciation for the opportunity. Mayor Wiggill reported that the District would receive a new ladder truck in July, which had already been budgeted and paid for, and explained that the existing ladder truck would be retained in reserve status. Mayor Wiggill acknowledged the presence of paramedics and expressed appreciation for emergency services staff.

Council Member Thompson asked who the other members of the board were. Mayor Wiggill responded, stating that Megan Ratchford from Clearfield City would serve as Vice Chair and praised her preparedness and thoughtful contributions.

Mayor Wiggill shared information about an upcoming fireside chat to provide residents an opportunity for discussion outside formal meetings. Mayor Wiggill expressed appreciation for serving the City and the community.

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

The Regular meeting adjourned at 7:40 p.m.

Approved – February 3, 2026

Scott Wiggill, Mayor

Nicole Supp, Recorder

FARMERS' MARKET AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 2026, between the City of Sunset, a municipal corporation of the State of Utah, (hereinafter "City"), and Dream Events, LLC, a sole proprietorship of Diana and Matthew Siemens (hereinafter "Dream Events").

RECITALS

Whereas, the City desires to support a weekly Farmers' market to be held in the area of North Park; and

Whereas, Dream Events has agreed to manage the event in accordance with this Agreement.

COVENANTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Location.** The parties desire to locate the Farmers' Market at the specific location designated in Central Park. The parties agree that the City has the unilateral right to relocate the Farmers' Market site should it be necessary to do so for any reason or no reason. If the City desires to move the Farmers' Market site to another park in Sunset, the City agrees to a good faith review to determine if moving the site is feasible. In the event that the Farmers' Market site is relocated somewhere the parties will discuss the new site before the Farmers' Market is relocated.
2. **Dates, and Times.** The Farmers' Market shall run every Tuesday evening (5:00 p.m. to 9:00 p.m.) from the first Tuesday in _____ to the last Tuesday in the month of _____.
3. **Permitted Booths.** In addition to food items typical of Farmers' Markets, other booths shall be allowed. However, Dream Events shall ensure that non-food booths (such as art/crafts booths) never exceed food booths. The following are allowed as products or booths as a part of the Farmers' Market:
 - a. Health and wellness products.
 - b. Nonprofit and community organizations. However, the parties acknowledge that booths that promote candidates for political office or ballot propositions are not consistent with a successful Farmers' Market and will not be allowed to participate in the Farmers' Market.
4. **Duration of Agreement.** This agreement shall be in effect for the 2026 season and shall expire when the Farmers' Market closes on the last Tuesday of _____ in 2026. Upon written agreement from both parties, this agreement may be renewed for a duration to be determined by the parties.
5. **Trash.** Dream Events shall restore the site to its prior condition upon conclusion of each day the Farmers' Market is held. Such restoration shall include cleaning and removal from the site of all refuse and debris.

6. **UDAF Regulations.** Dream Events agree to follow the all regulations from the Utah Department of Agriculture and Food (UDAF) including and especially UDAF's COVID-19 Food Establishment Permit Guidelines for Farmers Markets.

7. **Federal, State & Local Law.** Dream Events shall operate the Farmers' Market in accordance with all relevant Federal, State and local laws, including, but not limited, to all worker's compensation and employer's liability insurance requirements. Dream Events shall provide a certificate of insurance or other document acceptable to the City that verifies Dream Events has Workers' Compensation Insurance. In the event that Dream Events subcontracts any work for the Farmers' Market, the City shall require the subcontractor(s) similarly to provide worker's compensation insurance as required by the laws of the State of Utah.

8. **Fees.** Dream Events will pay a one-time fee of \$100. Electricity will not be available for vendors.

9. **Insurance Requirements.**

8.1. **Types.** Dream Events shall procure and maintain the following types of insurance for the duration of this Agreement. Any subcontractors hired by Dream Events shall also meet these requirements.

8.1.1. **Commercial General Liability.** Commercial General Liability (CGL) insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage (occurrence form).

8.2. **Coverage Limits.** Sunset's required insurance shall have the following minimum coverage limits:

8.2.1. **Commercial General Liability (CGL).** Commercial General Liability (CGL) with coverage of at least \$1,000,000.00 combined single limit per occurrence for property, bodily injury and personal injury. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be \$2,000,000.00.

8.2.2. **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the City may require that:

8.2.2.1. The insurer reduce or eliminate the deductibles or self-insurance retentions as respects the City, its officers, officials, elected representatives, employees or volunteers; or

8.2.2.2. Dream Events shall procure a bond or letter of credit guaranteeing payment of any deductibles or self-insured retentions.

8.3. **Policy Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

8.3.1. **Additional Insured.** The City and its officers, officials, elected

representatives, employees and volunteers shall be listed as additional insureds under the CGL and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, Sunset and their respective officers, officials, elected representatives, employees, or volunteers.

- 8.3.2. Primary Insurance. The Dream Events insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City or Dream Events shall be excess of the Farmers' Market insurance and shall not contribute with it.
- 8.3.3. Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City its officers, officials, elected representatives, employees or volunteers.
- 8.3.4. Separate Application. Dream Events insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 8.3.5. Waiver of Subrogation. The insurers shall waive, in writing, all rights of subrogation against the City, its officers, officials, elected representatives, employees and volunteers for losses arising from the Sunset's actions in performing (or failing to perform) this Agreement.
- 8.3.6. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been given to the City. If insurance lapses, the City shall have the option of:
 - 8.3.6.1. Purchasing the insurance on behalf of Dream Events and; or
 - 8.3.6.2. Terminating this Agreement.
- 8.3.7. Best's Ratings. Each insurer shall have a Best's rating of A-:VII or better. Insurers must maintain this rating for the entire term of this Agreement.
- 8.3.8. Certificates of Insurance. Dream Events shall provide the City with certificates of insurance and with original endorsements effecting coverage required. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time. Dream Events shall obtain certificates of insurance from its subcontractors and provide copies of such to the City upon the City's request.
- 8.4. Subcontractors. Dream Events shall include any subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 8.5. Insurance Coverage. The City does not represent that the insurance coverage specified herein (whether in scope or amounts of coverage) is adequate to protect the obligations of Dream Events or its subcontractors, and Dream Events and its subcontractors shall be solely responsible for any deductibles and deficiencies thereof.
10. Release of Liability. Dream Events acknowledges and certifies: (1) THAT IT UNDERSTANDS THAT THE PROPERTY ON WHICH THE FARMERS' MARKET WILL BE LOCATED MAY CONTAIN BOTH KNOWN AND UNKNOWN DANGEROUS CONDITIONS WHICH MAY RESULT IN DAMAGE TO OR LOSS OF ITS PROPERTY AND/OR PERSONAL INJURY, OR DEATH AND THAT THE CITY HAS NOT AND WILL NOT MAKE ANY ATTEMPT TO IDENTIFY SUCH CONDITIONS OR NOTIFY SUNSET OF SUCH CONDITIONS; AND (2) THAT SUNSET WILL ACCESS THE PROPERTY ENTIRELY AT ITS OWN RISK AND ASSUMES ALL RISK FOR ANY LOSS OR INJURY TO ITS PROPERTY OR PERSON, INCLUDING DEATH OR DISMEMBERMENT, WHILE THEREUPON OR ASSOCIATED THEREWITH. FURTHER, IN CONSIDERATION OF SUNSET BEING GIVEN ACCESS TO THE PROPERTY SUNSET FOR ITSELF, ITS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE CITY (HEREINAFTER REFERRED TO AS RELEASEE) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY SUNSET, OR TO ANY PROPERTY BELONGING TO SUNSET, WHILE PARTICIPATING IN ANY ACTIVITY WHILE IN, ON OR UPON THE PROPERTY WHERE SUCH ACTIVITIES ARE BEING CONDUCTED, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF RELEASEE, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, TO THE FULLEST EXTENT ALLOWED BY LAW.
11. Termination. Upon five (5) days prior written notice to Dream Events, the City or Dream Events may terminate this Agreement for any reason.
12. Indemnification. Dream Events shall indemnify, save harmless, and defend the City and its agents and employees from and against all claims, liens, losses, demands, damages, actions, costs, expenses, and charges of any and every kind, including attorney's fees, arising out of or by reason of Dream Events' use of or access to the Property or any activities conducted thereon by Dream Events, its agents, employees, invitees, or trespassers. It is Dream Events duty to defend the City including its agents and employees, shall exist regardless of whether the City, including its agents or employees or Dream Events or its agents may ultimately be found to be liable for anyone's negligence or other conduct. Nonetheless, Dream Events shall not be obligated to indemnify the City for any damages caused by or resulting from an event entirely unrelated to Dream Events access to or use of the Property.

13. **Assignment**: This Agreement may not be assigned.
14. **Construction**. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The Parties acknowledge that each of them has reviewed this Agreement, and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any amendment to this Agreement.
15. **No Relationship**. The Parties hereto do not, by this Agreement nor by any Parties' acts, become principal and agent, limited or general partners, a joint venture, or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.
16. **No Waiver**. Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
17. **Entire Agreement**. This Agreement sets forth the entire understanding and agreement between the Parties, and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition, modification, or amendment of this Agreement shall be binding on any of the Parties unless reduced to writing and duly executed and delivered by the Parties.
18. **Partial Invalidity**. If any term, provision, covenant, or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then all terms, provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
19. **Applicable Law**. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Utah.

(Signatures on Next Page)

SIGNED and ENTERED INTO this _____ day of _____, 2026.

THE CITY OF SUNSET

By:

Scott Wiggill, Mayor

ATTEST:

Nicole Supp, City Recorder

DREAM EVENTS, LLC:

By: _____

Its: _____