



## WORK RELEASE NO. 2026-1

This Work Release is entered into by and between Virgin Town (CLIENT) and Sunrise Engineering, LLC (ENGINEER) pursuant to Article 1.1 of the parties' Agreement for Engineering and Technical Services, dated September 2, 2021, hereinafter referred to as the "Agreement".

### RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

### ARTICLES

It is agreed that ENGINEER will perform the following Services:

#### **1. SCOPE OF SERVICES**

ENGINEER will provide miscellaneous Services as CLIENT's "Town Planner" on an on-call basis and shall designate an individual to serve as the "Town Planner". Such Services generally include advising on land use issues, processing land development applications, attending meetings with developers, attendance at planning commission and city council meetings, writing staff reports, recommending zoning and ordinance improvements to CLIENT's management team, and seeking to assist in managed growth within the community to the benefit of existing and future residents.

At CLIENT's request, ENGINEER's tasks may include but are not limited to the following:

1. Prepare strategies for the planning and management of current municipal resources.
2. Prepare strategies for the management of future population growth and development in the community.
3. Prepare or draft technical planning staff reports, legislation, ordinances, resolutions, agreements, legal notices, presentations, mapping, etc. pertaining to land use and development, including recommending zoning regulations for public and private properties.
4. Conduct, attend and participate in private and public meetings with government officials, land developers, lawyers, special interest groups, and the public as the "Town Planner".
5. Process zoning applications, various permits (i.e. temporary use permits, conditional use permits, sign permits, etc.), home occupation certificates, and receive/intake planning applications.
6. Perform plan check functions for various projects, including reviewing building permit applications for compliance with applicable zoning standards, regulations, policies, approved development plans, and conditions of approval.
7. Serve or assist as the project coordinator for discretionary applications (i.e. site development permits, use permits, variances, zone text amendments, zone changes, general plan amendments, and general municipal code amendments) including application and plan review, coordination with other CLIENT departments and/or outside agencies, correspondence with applicants, performing background research, and monitoring project implementation to verify substantial conformance with approved plans, conditions of approval, and mitigation measures.
8. Participate in public hearings and presentations; prepare and present written and oral reports to community groups, planning agencies, CLIENT's leadership and management personnel, etc.

9. Conduct research independently on various land use and planning issues.
10. Conduct field evaluations and assessments and opine on the degree to which projects comply with zoning codes, design regulations, and approved plans.
11. Provide other miscellaneous "Town Planner" Services as requested by CLIENT.

ENGINEER will provide office tools typically required by a "Town Planner" in the performance of ENGINEER's Services, including but not limited to a computer with commonly used software, desktop printer, phone, hardware, writing utensils and paper, etc., but not including specific or customized software for planning, budgeting, etc. ENGINEER will provide a vehicle from ENGINEER's fleet for use when travel is required by the designated "Town Planner". CLIENT shall provide an office or working space with adequate furnishings and utilities for ENGINEER to perform in-office Services at CLIENT's office facility on designated days.

While CLIENT does not expect ENGINEER to be permanently located at CLIENT's office, the parties acknowledge that regular in-office presence is anticipated to fulfill the Scope of Services described above. **The parties' initially anticipate the designated "Town Planner" spending two days (16 hours) in CLIENT's office on a weekly basis. The intent is to establish a regular in-office schedule that may be relied upon by CLIENT staff and the public.** The designated "Town Planner's" Paid Time Off (PTO), provided by ENGINEER as part of its employees' benefits package for use during illness or other personal leave, may disrupt the regular in-office schedule. Except when due to unforeseen illness, the designated "Town Planner" shall coordinate with CLIENT in advance to either publicly post the anticipated absence or provide a substitute planner from ENGINEER's other professional staff.

CLIENT may provide professional shirts displaying CLIENT's logo for ENGINEER to wear at meetings wherein ENGINEER is performing Services as the "Town Planner".

ENGINEER shall provide an individual to perform the "Town Planner" Services referenced herein in a competent and professional manner, but no duty exists to provide an individual with any specific education or certification.

## 2. PERSONNEL

ENGINEER designates Mr. Ryker Steglich, its employee, as CLIENT's "Town Planner" to perform the Services contemplated herein. Others of ENGINEER's professional staff may assist the "Town Planner", or perform certain tasks or portions of tasks, when specific or additional expertise or skills are required to perform the Services. If the individual designated as "Town Planner" can no longer perform the Services as the designated "Town Planner" for any reason, CLIENT and ENGINEER mutually agree to coordinate a solution which may range from designating another of ENGINEER's qualified staff as "Town Planner" to termination of the Work Release under the provisions of the Agreement.

## 3. COMPENSATION

CLIENT agrees to compensate ENGINEER for Services detailed in this Work Release on an hourly-rate basis as follows:

1. **The individual designated as "Town Planner" (Mr. Ryker Steglich), will perform services under the Planner II work classification in the attached Fee Schedule.**
  - a. CLIENT acknowledges and agrees that, depending upon the duration of services commencing with the execution of this Work Release, the designated "Town Planner" may advance in professional skill and competence and may advance through work classifications to Planner III (or its equivalent) and so forth, in accordance with standard industry practice. As such advancements occur, CLIENT and ENGINEER will communicate on such advancements and corresponding billing rates, endeavoring to reach a mutually beneficial agreement for the continued provision of services under the terms of this Work Release.

2. For others of ENGINEER's staff assisting the "Town Planner" when specific or additional expertise is required, CLIENT shall compensate ENGINEER for performance of the Scope of Services at the rates and fees identified in the attached Fee Schedule.

Additionally:

1. CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged by ENGINEER's personnel multiplied by the hourly rates and fees identified in the attached Fee Schedule.
2. The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER's Services, including labor costs, material expenses, overhead, and profit.
3. Invoices shall be submitted monthly based on the prior month's effort and are due and payable within thirty (30) days of CLIENT's receipt thereof.
4. **Attached hereto is a "2026 Town Planner Services Budget" which sets forth the anticipated level of effort required of the designated "Town Planner" through December 2026. Actual effort may vary from the budget. With its monthly invoices, ENGINEER shall submit a progress report and budget trajectory graphic indicating how ENGINEER's invoicing is tracking against the attached budget.**
  - a) If it becomes apparent that ENGINEER's invoicing will exceed the budget at year-end, ENGINEER will give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of ENGINEER's services for CLIENT's convenience. Upon notice, CLIENT and ENGINEER will promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate ENGINEER's services for CLIENT's convenience, agree to such compensation exceeding said budget amount, or agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said budgeted amount when such services are completed. If CLIENT decides not to suspend ENGINEER's services during the negotiations and ENGINEER exceeds the estimated amount before CLIENT and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, then ENGINEER will be paid for all services rendered hereunder.
5. ENGINEER is entitled to a reasonable annual fee increase to cover changes in the cost of business and market conditions. Such fee increases will generally occur at the beginning of each calendar year.

#### 4. DESIGNATED REPRESENTATIVES

Pursuant to Section 13.1 of the Agreement, the Designated Representatives for the project shall be, unless otherwise notified and modified in writing, the signatories of this Work Release.

#### 5. EXHIBITS

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Fee Schedule, 2026 Town Planner Services Budget

## SUNRISE ENGINEERING

### FEE SCHEDULE\*

Work Classification	Hourly Rate	Work Classification	Hourly Rate
Administrative I	\$78	Plan Reviewer	\$110
Administrative II	\$98	Building Inspector III	\$96
Administrative III	\$116	Building Official	\$210
Administrative IV	\$138	GIS Tech	\$94
Technical Editor	\$90	GIS Senior Tech	\$115
Funding Specialist	\$159	GIS Analyst	\$140
Civil Engineering Intern	\$110	GIS Senior Analyst	\$165
Civil EIT I	\$125	GIS Developer	\$182
Civil EIT II	\$144	GIS Team Lead	\$188
Civil EIT III	\$161	Planner I	\$129
Civil Engineer III	\$177	Planner II	\$139
Civil Engineer IV	\$192	Planner III	\$159
Civil Engineer V	\$199	Planner IV	\$180
Civil Engineer VI	\$214	Planner V	\$201
Civil Engineer VII	\$229	Planning Manager	\$212
Senior Civil Engineer	\$243	PI Specialist I	\$118
Principal Civil Engineer	\$256	PI Specialist II	\$129
Civil Engineering Tech I	\$101	PI Specialist III	\$141
Civil Engineering Tech II	\$123	PI Specialist IV	\$153
Civil Engineering Tech III	\$138	PI Manager	\$165
Civil Engineering Tech IV	\$148	PI Director	\$177
Civil Engineering Tech V	\$164		

### REIMBURSABLE EXPENSE SCHEDULE\*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day

\*Fees automatically change after the beginning of each year and are subject to change on other occasions.

\*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

\*A convenience fee of 4% will be applied to all payments made with a credit card.

VGN TWN 2026 02-2026

2026 TOWN PLANNER SERVICES BUDGET

2026 Town Planner Services Budget												
Date Range	Week	Meetings			Misc.	In-Office				Application Review	Total Hours	Total Cost
		Planning Commission	Town Council	Town Council		Process Development	Walk-ins	Pending Ordinances				
April 5th - April 11th	1	4	4	4	1	4	4	4	4	4	25	\$ 3,475
April 12th - April 18th	2	4	4	4	1	4	4	4	4	4	25	\$ 3,475
April 19th - April 25th	3				1	4	4	4	4	4	17	\$ 2,363
April 26th - May 2nd	4				1	4	4	4	4	4	17	\$ 2,363
May 3rd - May 9th	5				1	4	4	4	4	4	17	\$ 2,363
May 10th - May 16th	6	4	4	4	1	4	4	4	4	4	25	\$ 3,475
May 17th - May 23rd	7	4	4	4	1	4	4	4	4	4	25	\$ 3,475
May 24th - May 30th	8				1	4	4	4	4	4	17	\$ 2,363
May 31st - June 6th	9				1	4	4	4	4	4	17	\$ 2,363
June 7th - June 13th	10	4	4	4	1	4	4	4	4	4	25	\$ 3,475
June 14th - June 20th	11	4	4	4	1	4	4	4	4	4	25	\$ 3,475
June 21st - June 27th	12				1	4	4	4	4	4	17	\$ 2,363
June 28th - July 4th	13				1	4	4	4	4	4	17	\$ 2,363
July 5th - July 11th	14	4	4	4	1	4	4	4	4	4	25	\$ 3,475
July 12th - July 18th	15	4	4	4	1	4	4	4	4	4	25	\$ 3,475
July 19th - July 25th	16				1	4	4	4	4	4	17	\$ 2,363
July 26th - Aug 1st	17				1	4	4	4	4	4	17	\$ 2,363
Aug 2nd - Aug 8th	18				1	4	4	4	4	4	17	\$ 2,363
Aug 9th - Aug 15th	19	4	4	4	1	4	4	4	4	4	25	\$ 3,475
Aug 16th - Aug 22nd	20	4	4	4	1	4	4	4	4	4	25	\$ 3,475
Aug 23rd - Aug 29th	21				1	4	4	4	4	4	17	\$ 2,363
Aug 30th - Sept 5th	22				1	4	4	4	4	4	17	\$ 2,363
Sept 6th - Sept 12th	23	4	4	4	1	4	4	4	4	4	25	\$ 3,475
Sept 13th - Sept 19th	24	4	4	4	1	4	4	4	4	4	25	\$ 3,475
Sept 20th - Sept 26th	25				1	4	4	4	4	4	17	\$ 2,363
Sept 27th - Oct 3rd	26				1	4	4	4	4	4	17	\$ 2,363

2026 TOWN PLANNER SERVICES BUDGET (CONT.)

2026 Town Planner Services Budget											
Date Range	Week	Meetings			In-Office				Application Review	Total Hours	Total Cost
		Planning Commission	Town Council	Misc.	Process Development	Walk-ins	Pending Ordinances				
Oct 4th - Oct 10th	27			1	4	4	4	4	4	17	\$ 2,363
Oct 11th - Oct 18th	28	4	4	1	4	4	4	4	4	25	\$ 3,475
Oct 18th - Oct 24th	29	4	4	1	4	4	4	4	4	25	\$ 3,475
Oct 25th - Oct 31st	30			1	4	4	4	4	4	17	\$ 2,363
Nov 1st - Nov 7th	31			1	4	4	4	4	4	17	\$ 2,363
Nov 8th - Nov 14th	32	4	4	1	4	4	4	4	4	25	\$ 3,475
Nov 15th - Nov 21st	33	4	4	1	4	4	4	4	4	25	\$ 3,475
Nov 22nd - Nov 28th	34			1	4	4	4	4	4	17	\$ 2,363
Nov 29th - Dec 5th	35			1	4	4	4	4	4	17	\$ 2,363
Dec 6th - Dec 12th	36	4	4	1	4	4	4	4	4	25	\$ 3,475
Dec 13th - Dec 19th	37	4	4	1	4	4	4	4	4	25	\$ 3,475
Dec 20th - Dec 26th	38			1	4	4	4	4	4	17	\$ 2,363
Dec 27th - Jan 2nd	39			1	4	4	4	4	4	17	\$ 2,363
<b>Total Hours</b>		72	72	39	156	156	156	156	156	807	\$ 112,173
<b>Total Cost</b>		\$ 10,008	\$ 10,008	\$ 5,421	\$ 21,684	\$ 21,684	\$ 21,684	\$ 21,684	\$ 21,684	\$ 112,173	
Note 1	Application Review services are included in the proposed 2026 On-Call Planner Services Budget of \$112,173. However, these services will likely occur as a pass-through cost, with review time funded through application fees paid by applicants. ENGINEER would invoice CLIENT for application review services, and CLIENT could recover those costs through applicant billing. Assuming CLIENT collects applicant fees, the budgeted out-of-pocket expenditure for ENGINEER's services will be \$90,849 (\$112,173 - \$21,684 = \$90,489).										
Note 2	Planning Commission meeting hours could be reduced if Planning Commission work meetings are deemed unnecessary or are discontinued. This adjustment could result in measurable saving in the proposed budget.										
Note 3	The budget outlined above reflects a baseline assumption of the "Town Planner" spending two 8-hour days per week in CLIENT's office. An additional in-office day per week (three total days) could be added and would increase the budget by approximately \$46,000.										
Note 4	The estimated cost for a comprehensive code update is not included in the above 2026 Town Planner Services Budget. A full code update would be treated as a separate scope of work.										