



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, August 4, 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 Carlson
- C. PUBLIC COMMENTS
- D. APPROVAL OF MINUTES – July 21, 2026

AGENDA ITEMS

- 1. Consider and Approve Franchise Agreement with Utopia Fiber
- 2. Updates from Municipal Coordination Team Member, Beverly Macfarlane on the UDOT 1800 North Project
- 3. Mayor, Council and Department Head Reports
- 4. 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 – July 31, 2026.

Nicole Supp, Recorder

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City Council Minutes
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Minutes of a regular meeting held July 21, 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
Katherine Hunter	Council Member
Nakisha Rigley	Council Member
Nancy Smalling	Council Member

City Employees Present:

Brett Jamison	Police Chief
Jason Monroe	Public Works Director
Recorder Supp	Recorder
Brandon Read	Public Works Foreman
Jason Trujillo	Public Works Foreman

Others Present:

Gayle Cook	Sunset
Danny Cook	Sunset
Robert Smalling	Sunset
Chad Anderson	Sunset
Michael Hartwick	Sunset Planning Commissioner

Excused:

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

Council Member Hunter gave an inspirational thought and led the Pledge of Allegiance.

Public Comments: Gayle Cook – 1979 N 450 W - Mrs. Cook expressed appreciation for the City's recycling program. Although initially concerned about the changes, Mrs. Cook stated that the program had worked well and suggested that recycling be collected weekly while regular garbage service be collected every other week. Mrs. Cook also thanked the Mayor, City Council, and staff for their continued support of the senior program, noting that the City's support had meant a great deal to the small group. She further complimented everyone involved in Sunset Days, stating that the event had been exceptionally well organized despite the City's small size. Special recognition was given to all those who worked behind the scenes, including those who organized supplies, volunteers, police officers, and staff whose efforts created a smooth and enjoyable event for the community. Mrs. Cook concluded by thanking everyone for the countless hours dedicated to serving the community and presented a small token of appreciation.

Mayor Wiggill thanked Mrs. Cook for the kind words and recognized the tremendous effort involved in establishing and growing the senior program. He also acknowledged her husband Danny for providing support behind the scenes, noting that such support had been instrumental to the program's success.

APPROVAL OF MINUTES: Council Member Smalling made a motion to approve the meeting minutes from July 7, 2026 as presented and Council Member Hunter seconded the motion. The motion passed unanimously with Council Members Carlson, Hunter, Rigley and Smalling voting yes.

APPROVAL OF VOUCHER: In the amount of \$146,987.47 for UDOT for the second payment of the Betterment Agreement: Mayor Wiggill presented a voucher totaling approximately \$146,987.47, explaining that it represented the second payment associated with the Betterment Agreement for the 1800 North UDOT project. Council Member Hunter asked what items were covered by the Betterment Agreement costs.

Mayor Wiggill explained that the payment covered numerous improvements UDOT was completing beyond the standard project scope, including water lines and other utility work that had not originally been included. Director Monroe added that the list of improvements was extensive.

Council Member Hunter asked whether all of the improvements were included within the current payment. Director Monroe explained that the recently added replacement of the Main Street water main had not been included in the current payment and would instead be included with the final payment.

Council Member Carlson made a motion to approve the voucher for UDOT and Council Member Rigley seconded the motion. The motion passed unanimously with a roll call vote from Council Members Carlson, Hunter, Rigley and Smalling voting yes.

Regular Meeting

1. **Mayor, Council and Department Head Reports:** Mayor Wiggill again thanked Gayle Cook for serving as Grand Marshal during Sunset Days before beginning Council and Department Head reports.

Council Member Hunter congratulated everyone involved with Sunset Days, stating that the celebration had been highly successful and that numerous positive comments had been received from residents, vendors, and visitors. Although the fireworks had been rescheduled due to weather conditions, the community had been understanding and supportive. Council Member Hunter also announced that the Rachel Runyan Park playground project had been completed the previous Thursday and had already become a popular attraction during Sunset Days. She noted that the grass surrounding the new playground would need time to recover before heavy use resumed.

Council Member Rigley also complimented everyone involved with Sunset Days. Although unable to participate fully due to new parenting responsibilities, Council Member Rigley was able to attend portions of the celebration and reviewed event photos afterward. Appreciation was expressed to Council Member Hunter for taking on additional responsibilities. Council Member Rigley reported there would not be another Wasatch Integrated board meeting until September and noted there were no significant updates from the Operations Committee. Attention had now shifted toward planning the City's Mental Health Awareness event. Council Member Rigley proposed moving the event from September 19 to September 26 to avoid conflicting with a major mental health walk sponsored by one of the participating organizations, allowing additional community resources to attend. The Council briefly discussed the proposed date change, with no issues agreed to move the date.

Council Member Smalling reported that mosquito activity had increased significantly and warned that the West Nile Virus had now been detected in multiple locations, including six confirmed human cases nationally and a significant hotspot in Arizona. Residents were encouraged to eliminate standing water wherever possible to reduce mosquito breeding areas. Council Member Smalling emphasized the importance of mosquito control despite concerns some residents had expressed regarding spraying. Regarding Sunset Days, Council Member Smalling jokingly reported receiving only one complaint from herself about having a sore arm from candy distribution and otherwise praised the event, particularly the opportunity it provided for families to spend time together.

Council Member Carlson reported being unable to attend the recent Fire District meeting but expressed appreciation for Sunset Days. Council Member Carlson shared that one of the favorite aspects of the celebration was seeing neighbors, firefighters, police officers, and residents gathering together throughout the evening. Appreciation was extended to Public Works and everyone who contributed to making the event successful.

Chief Jamison did not have anything to report.

Recorder Supp reminded the Council that an email had been sent on July 8 regarding options for livestreaming City Council meetings. Since only one Council Member had responded, Recorder Supp requested direction regarding whether long-term video archiving was important or if live streaming alone would adequately meet the Council's expectations. Recorder Supp also reminded everyone that City offices would be closed for Pioneer Day and encouraged participation in the City's Acts of Kindness campaign, noting that only a few nominations had been submitted and encouraged Council Members to nominate deserving individuals.

Council Member Hunter suggested modifying the Acts of Kindness nomination process to allow residents to nominate others more easily instead of only themselves. Recorder Supp responded that the nomination form could be adjusted if necessary but noted that some residents had already submitted nominations for neighbors.

Council Member Hunter also asked whether the City could begin with Facebook Live streaming and consider video archiving later without wasting funds.

Recorder Supp explained that Facebook Live would provide a simple live-streaming option, while long-term archiving would require a subscription-based service such as YouTube or another platform capable of storing meeting recordings.

Mayor Wiggill recalled that the original intent had been both to allow residents to watch meetings remotely and to preserve a permanent video archive for historical purposes.

Recorder Supp asked whether staff should proceed with installation for live streaming and postpone the archive decision.

Council Member Smalling expressed support for implementing live streaming first while postponing the expense of video archiving until a later date, noting the City's current budget limitations and the availability of audio recordings.

Mayor Wiggill summarized the Council's consensus that Recorder Supp should proceed with live streaming while delaying any decision regarding permanent video archiving if there was a cost associate with it.

Director Monroe provided an update regarding the City's water meter replacement program. Director Monroe explained that the multi-city purchasing agreement discussed the previous year had not moved forward because several participating cities withdrew. As a result, approximately \$140,000 budgeted during the prior fiscal year had remained unspent. Director Monroe reported negotiating the purchase of 755 new water meters, including meter bodies, at a 25% equipment discount and an additional promotion providing ten years of cellular service for the price of five years. Although a future budget amendment would be required for the approximately \$300,000 purchase, the discounted pricing represented substantial savings compared to the original cost of nearly \$400,000.

Council Member Hunter asked whether the City had originally expected to purchase approximately 755 meters under the previous agreement. Director Monroe confirmed that the original group purchase would have included approximately 955 meters, but the reduced participation changed the available pricing. Director Monroe stated that even with fewer meters, the City was still receiving an excellent discount by utilizing funds that had not been spent the previous year.

Council Member Carlson asked about the City's long-term replacement schedule for water meters. Director Monroe explained that previous meter replacements had occurred over approximately six years because the older meters had relatively short lifespans. The new meters, however, carried a guaranteed ten-year life expectancy with an anticipated service life of up to twenty years, significantly extending replacement intervals.

Council Member Hunter asked whether the City would continue replacing additional meters over the next several years. Director Monroe confirmed that approximately \$200,000 was budgeted annually for meter replacement and that the current purchase represented delayed spending from the prior fiscal year rather than additional funding.

Mayor Wiggill reported receiving numerous phone calls regarding fireworks restrictions. After meeting again with the Fire Marshal and Fire Chief, it had been determined that the City's fireworks restriction map would remain unchanged from the July 24 restrictions. Mayor Wiggill stated that police officers had reported no significant complaints during the previous fireworks period. While acknowledging residents' concerns, he explained that available information did not support changing the restrictions and encouraged everyone to continue celebrating responsibly and safely.

Mayor Wiggill also reported that the Fire District had entered into an agreement with Davis County to provide fire protection services to nearby unincorporated areas west of West Point and Clinton. The agreement would provide service until those areas were eventually annexed into West Point.

Mayor Wiggill shared an update on the new ladder truck currently being built, stating that the cab and truck body had been assembled and painted, with delivery anticipated in approximately two months. Once delivered, the existing ladder truck would remain in service as a reserve apparatus rather than being disposed of.

Mayor Wiggill encouraged residents to donate food to the City's Blessing Box, noting that supplies had been depleted more quickly during the summer months due to increased community need.

Mayor Wiggill also highlighted the completion of the new playground equipment at the Rachel Runyan Park and reminded residents that the new lighted pickleball courts were open for public use. Attendance during Sunset Days demonstrated the popularity of the new playground and park improvements.

Mayor Wiggill encouraged additional participation in the City's Acts of Kindness campaign to increase community involvement and expressed support for the upcoming Mental Health Awareness event.

Finally, he announced that the America250 Committee would soon be meeting and invited residents to attend or submit ideas for celebrating the nation's 250th anniversary. Council Member Hunter reminded everyone that the America250 Committee meeting would be held the following evening, July 22, at 6:30 p.m. Mayor Wiggill encouraged everyone to make good choices each day and to be kind.

Before adjourning the regular meeting, Council Member Smalling encouraged everyone to send good thoughts and prayers to the citizens of Roy City who had a major fire that displaced families the day before. Mayor Wiggill reported speaking with Mayor Jackson regarding the recent fire tragedy and offered Sunset City's assistance if needed. He also

stated that conversations had taken place with members of the fire department, who indicated that donations were urgently needed for the affected families. Needed items included clothing, shoes, undergarments, and other essential household items. The City planned to post information identifying donation locations so the community could assist the families who had lost their homes. Mayor Wiggill also shared that one City employee had a friend who lived near the fire and narrowly avoided losing their home, although their backyard and shed had been destroyed. He encouraged everyone to keep the affected families in their thoughts and prayers.

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

WORK SESSION

1. **Review Fun Days Event - Observations, Feedback and Potential Improvements for Future Events:** Mayor Wiggill opened the work session and invited discussion regarding the Sunset Days events. He started discussing the events on Friday, starting with the Skateboard Competition.

Recorder Supp reported that the skateboard competition had gone well overall. Participation had been lower than in previous years, which was expected after Crossroads was no longer sponsoring the event. Despite lower attendance, the event had been successful. Mayor Wiggill agreed, stating that the event had been well organized. He complimented the DJ, noted that many children had participated, and observed that everyone appeared to enjoy the event. Council Member Smalling stated that the event had been a great addition and expressed support for continuing it. She also liked the benches that were moved over to the park for the event.

Mayor Wiggill summarized that although participation and revenue had both been lower than previous years, the competition had still been very successful and enjoyable for those who attended.

Mayor Wiggill moved to the Movie in the Park; he shared an amusing story about nearly witnessing Public Works Forman Brandon Read being pulled over while helping secure the blow-up screen. One group holding it down temporarily released a support rope, creating a memorable moment during setup.

Mayor Wiggill reported that Movie in the Park had been another successful event with excellent attendance. Council Member Hunter noted that attendance had been strong both Friday and Saturday evenings.

Director Monroe joked that watching the movie from the inflatable screen created motion sickness at times due to it being windy.

Mayor Wiggill brought discussion for the 5k Fun Run, he commented on the close finish between two brothers who had competed for several consecutive years. He noted that

both runners were highly competitive and finished only seconds apart. Recorder Supp confirmed that the two fastest runners had finished only three seconds apart.

Council Member Hunter discussed a section of the race course near the railroad tracks where several runners had become confused. The immediate left and right turns, combined with the placement of directional arrows, made the route difficult to follow. Council Member Hunter suggested relocating arrows, adding traffic cones, or positioning a police officer at the intersection to better direct participants. Council Member Carlson agreed that the arrow placement could be improved. Mayor Wiggill agreed that the suggested improvements would help future participants.

Council Members noted that although participation had declined slightly compared to previous years, those who participated appeared to have enjoyed the event.

The Council discussed participant awards for future races. Mayor Wiggill suggested considering medals rather than only t-shirts, commenting that medals often served as meaningful keepsakes for participants. Director Monroe explained that medals would likely cost less than ordering event t-shirts but noted that many runners traditionally expected to receive a shirt with their registration. Council Member Hunter stated that runners generally appreciated receiving event shirts. After discussion, the group generally favored continuing to provide t-shirts while exploring the possibility of also awarding medals in future years.

Mayor Wiggill reported that attendance and donations for the community breakfast had remained relatively consistent with previous years. One resident had commented that cantaloupe was no longer included with breakfast, which the Mayor found humorous. He stated that although attendance appeared slightly lower than in years past, donations remained strong and overall, the breakfast had been successful. Council Member Smalling agreed.

Council Member Smalling apologized for not having participation numbers available at the parade lineup but believed attendance had been average she noted there appeared to be more participants the previous year. She thanked all the participants for joining in on the parade.

Mayor Wiggill shared that one resident believed last year's parade had appeared larger because vehicles had extended farther down the street. He also expressed appreciation to all participants, including Hill Air Force Base, U-Haul, NDFD and other attendees for participating.

Mayor Wiggill stated that participation in the cornhole tournament had also been slightly lower than previous years but noted that registrations for many Sunset Days events had increased significantly during the final week before the celebration and on the day of the event. He thanked Director Monroe and Administrative Assistant Lasater for organizing the tournament.

Council Member Carlson asked whether the generator being so loud caused issues near the pickleball courts and if others thought it had affected the tournament. Director Monroe explained that the generator arrangement would be modified next year by placing a larger generator closer to the bathroom area to better supply both the food vendors and inflatable equipment. The Council briefly discussed tournament logistics.

Council Member Rigley observed that tournament play had continued later than expected but that participants appeared to enjoy themselves. Commissioner Hartwick agreed that the tournament had been fun and well received. Council Member Hunter commented that participants had received good value for their registration.

Director Monroe explained that double-elimination tournaments naturally required participants to remain available for several hours. Some participants left between games, creating scheduling challenges for tournament staff. Director Monroe suggested reminding participants to remain nearby throughout the event. Commissioner Hartwick agreed that making frequent announcements reminding teams to stay close would likely improve tournament operations.

Director Monroe also suggested limiting future tournament registration to a maximum number of teams so brackets could be prepared before the tournament began rather than while participants were arriving.

The discussion then shifted to payment options for future events. Director Monroe asked whether electronic payment methods could be added to simplify registrations.

Recorder Supp explained that participants could currently pay over the phone with a credit card, although processing fees applied. Recorder Supp also agreed to research whether additional payment options, including services such as Venmo, could legally be implemented for City events.

Director Monroe noted that providing additional electronic payment methods would likely improve participation, as many residents no longer carried cash.

The Council concluded the discussion by agreeing that payment options, tournament logistics, generator placement, and participant communication would all be reviewed before planning the next Sunset Fun Days celebration.

Mayor Wiggill concluded the discussion regarding the cornhole tournament by stating that overall, the event had been enjoyable. He believed the length of the tournament had been appropriate and suggested that the primary issue had been participants leaving between games rather than the tournament itself taking too long. Mayor Wiggill encouraged participants to remain at the park, enjoy the event, and support local vendors while waiting for their next match.

Mayor Wiggill transitioned the discussion to the car show, noting that participation had been approximately half of what it had been the previous year.

Council Member Carlson shared that conversations had taken place with several participants regarding attendance.

Mayor Wiggill reported that two long-time groups of participants had not attended the event this year, resulting in the loss of approximately fifty vehicles. Recorder Supp identified that one of those groups had participated in the Fun Days car show for many years and had their own car show, "Under the Sun," held in the City in August. Council Member Carlson briefly discussed hearing of a competing event the same time as Fun Days.

Mayor Wiggill clarified that the amount of revenue generated by the car show was only being used as a measure of participation rather than as a financial concern. Although participation had declined, he stated that attendees who participated had complimented the event and appreciated the quality of the awards.

Council Member Hunter commented on the layout of the car show event and noted one display area that had not worked as well as anticipated. Council Member Smalling agreed that portions of the layout could be improved despite the display itself being well done.

Mayor Wiggill shared feedback received from numerous car show participants regarding the registration process. Participants overwhelmingly preferred traditional printed dash cards displaying vehicle information rather than QR codes. He explained that although QR codes had been intended to simplify registration, many participants wanted visible vehicle information displayed on their dashboards.

Recorder Supp added that the QR code system appeared to function well for Apple devices but created more challenges for Android users. Mayor Wiggill requested that staff make note of the recommendation to return to printed dash cards for future car shows and reiterated that learning why several regular participants chose another event would be valuable when planning future celebrations.

Director Monroe reported that sound coverage had been insufficient for the car show. After discussing the issue, Director Monroe explained that additional satellite speakers could be added in future years to improve sound coverage throughout the event area.

Council Member Hunter asked whether the additional speakers could also broadcast live music from the stage. Director Monroe confirmed that they could.

Mayor Wiggill expressed concern that broadcasting announcements throughout the park could interfere with live musical performances and suggested that the stage entertainment remain separate whenever possible.

Council Member Carlson stated that the music throughout the park had contributed positively to the overall atmosphere.

Council Member Hunter shared that multiple bands had contacted the City afterward to express appreciation for the event and stated they hoped to return. Council Member Hunter also believed relocating the entertainment stage had significantly improved attendance and foot traffic.

Director Monroe agreed that the revised layout had worked well overall. Director Monroe noted that additional space had been reserved for fireworks staging, reducing available parking for the car show. Fortunately, because participation was lower than anticipated,

the reduced space had not created significant problems. Director Monroe suggested considering the purchase of smaller fireworks shells in future years. Although the shells would not reach the same height, the City could purchase a greater quantity for the same budget and provide a longer fireworks display. Council Member Hunter expressed support for the proposal.

Mayor Wiggill observed that there appeared to be general agreement among the Council to prioritize a longer fireworks display over larger shells.

Director Monroe reminded the Council that fireworks costs continued to increase annually and noted that maintaining or expanding the show would require future budget adjustments.

Mayor Wiggill observed that overall attendance throughout Sunset Days appeared lower than previous years. Director Monroe jokingly suggested moving the event to April.

Council Member Smalling suggested May as a possible alternative, noting that moving the celebration earlier in the year could reduce competition with other community festivals and car shows.

Director Monroe cautioned that earlier dates also carried a greater risk of poor weather.

Council Member Hunter stated that June had been well received in previous years but felt May was likely too early because many students were still in school.

The Council discussed balancing weather, school schedules, competing community events, and overall attendance when selecting future event dates.

Mayor Wiggill reported hearing mixed feedback from vendors. While Friday evening traffic had been strong, Saturday afternoon attendance declined significantly due to the extreme heat. He noted that fewer vendors, fewer food trucks, and lower overall attendance were observed compared to previous years.

Council Member Hunter shared feedback received from several vendors. Most vendors complimented the event and indicated that overall traffic flow had been positive. One food truck recommended eliminating Friday operations and focusing activities solely on Saturday because Friday evening business had been slow.

The Council discussed the challenges of balancing vendor participation with attendance throughout the weekend.

Mayor Wiggill emphasized the need to improve event promotion. Suggestions included installing large reusable banners along Main Street earlier in the year, using replaceable vinyl date panels, adding directional signs throughout the City, and increasing advance advertising.

Despite utilizing newsletters, social media, and other communication methods, Mayor Wiggill expressed frustration that many residents continued to report they were unaware the event was taking place.

The Council agreed that additional promotional methods should be explored.

Council Member Rigley noted that schools generally did not permit flyer distribution, limiting one avenue of communication.

Council Member Hunter suggested involving local congregations by inviting them to host booths or children's activities without vendor fees. Council Member Hunter shared conversations with senior residents who remembered much larger community participation in previous Sunset Days celebrations and believed increasing involvement from churches and community organizations could help restore that atmosphere.

Council Member Smalling commented that participation had declined at many community events throughout the region, not just Sunset Days.

Council Member Hunter also suggested involving youth groups by allowing them to organize activities specifically designed for teenagers and older youth, who currently had limited event offerings beyond the skateboard competition.

The Council also discussed the possibility of collaborating with neighboring cities on a regional youth council to encourage greater youth participation.

Council Member Hunter asked for feedback regarding the revised vendor layout. Council Member Rigley believed the new location had worked well because of the available shade. Mayor Wiggill agreed that the shaded areas provided the most suitable vendor locations.

Council Member Hunter noted that an unintentionally wider pedestrian walkway had developed between vendors and suggested intentionally incorporating a similar layout in future years because it improved pedestrian flow.

Mayor Wiggill reminded everyone to consider possible dates for next year's Sunset Days before the next meeting.

Council Member Smalling suggested assigning a single event coordinator for each activity rather than having multiple individuals providing direction simultaneously. Council Member Smalling believed allowing one designated coordinator such as Public Works Director Monroe to oversee each event would simplify planning, reduce confusion, and improve overall organization. Mayor Wiggill agreed that clearly assigning responsibility for individual events would improve coordination.

Council Member Hunter believed the number of food trucks had been appropriate and explained that efforts had been made to avoid duplicating food vendors, particularly multiple vendors offering similar menu items. Mayor Wiggill jokingly commented about searching for fresh lemonade during the event. Council Member Hunter explained that several beverage vendors originally planned to participate but later withdrew.

Council Member Hunter also recommended assigning volunteers or additional supervision to the inflatable attractions. While the inflatable company operated its own equipment, Council Member Hunter observed that children frequently ignored posted rules without receiving direction from attendants.

Director Monroe explained that the inflatable company was responsible for operating its attractions safely and that the City generally relied upon vendors to manage their own

operations. Although staff had received concerns throughout the event, Director Monroe believed responsibility for enforcing attraction rules ultimately rested with the contracted vendor.

Council Member Smalling suggested that additional reminders encouraging parents to supervise their children could improve safety.

Council Member Hunter acknowledged the vendor's responsibility but noted that any significant injury occurring during the event would still reflect negatively on the City.

Council Member Hunter suggested hiring a professional face painter to provide complimentary face painting during future events. Based on discussions with local face painters, the estimated cost would be relatively modest while providing an activity many families could enjoy regardless of income.

Additional suggestions included craft stations, children's games, youth-led activities, and opportunities for local organizations to participate.

The Council also discussed coordinating with neighboring communities regarding youth programming and community events.

The Council agreed that the revised vendor layout had generally been successful and should remain largely unchanged.

Mayor Wiggill reminded everyone to continue considering possible dates for next year's celebration and encouraged additional ideas before planning began.

Mayor Wiggill complimented Public Works, Administration, the Police Department, Council Members, and all volunteers for their efforts in preparing the park and organizing the celebration. Special appreciation was expressed to every employee, Council Member, volunteer, and department that contributed to making Sunset Days successful.

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

The Regular meeting adjourned at 8:04 p.m.

Approved – August 4, 2026

Scott Wiggill, Mayor

Nicole Supp, Recorder

FRANCHISE AGREEMENT

This Franchise Agreement (the “AGREEMENT”) dated this ____ day of August, 2026, by and between SUNSET CITY, a municipal corporation of the State of Utah (“City”) and UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY (“UTOPIA”).

WHEREAS, UTOPIA has requested that City grant it the right to install, operate, and maintain a communications system within City’s public ways; and

WHEREAS, City finds it desirable for the welfare of City residents that such a non-exclusive franchise be granted to UTOPIA; and

WHEREAS, the City Council has authority under Article I, Section 23 of the Utah Constitution and consistent with Article 11, Section 9 of the Utah Constitution and the City has enacted Title 7, Chapter 5 of the Ordinances of Sunset City (“Telecommunications Rights-of - Way Ordinance”) which governs the applications and review process for communications franchises along and over public roads and highways and other public properties in the City; and

WHEREAS, City is willing to grant the rights requested subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, THE PARTIES MUTALLY AGREE AS FOLLOWS:

Section 1. Definitions. The following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. “Affiliate” means any entity which owns or controls, is owned or controlled by, or is under common ownership with, UTOPIA.

B. “City” means Sunset City, Utah.

C. “Communications Service” means any communications services, communications capacity, or dark fiber, provided by UTOPIA using its Communications System or Communication Facilities, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communications Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable, copper cable, or wireless antennas. Communications Service also includes wireless and non-switched, dedicated, and private line, high-capacity fiber optic transmission services to firms, businesses, or institutions within the City.

D. “Communications System” or “Communication Facilities” means UTOPIA’s fiber optic and/or copper cable and/or wireless system constructed and operated within City’s public ways, and includes all cables, wires, fibers, antennas, conduits, ducts, pedestals, and any

associated converter, equipment, enclosures, or other facilities within City's public ways designed and constructed for the purpose of providing Communications Service.

E. "FCC" means the Federal Communications Commission or any successor governmental entity.

F. "Franchise" means the authorization granted by the City through this Agreement that authorizes construction, operation and maintenance of UTOPIA's Communications System and associated Communications Facilities for the purpose of offering Communications Service.

G. "UTOPIA" means Utah Telecommunication Open Infrastructure Agency, and includes its lawful successors, transferees, assignees or affiliates.

H. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

I. "Public Way" means the surface of, and any space above or below, any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the City in the Service Area, which shall entitle the City and UTOPIA the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way also means any easement now or hereafter held by the City within the Service Area for the purpose of public travel, or for utility or public service use, or dedicated for compatible uses, and includes other easements or rights of way which, within their proper use and meaning, entitle the City and UTOPIA the use thereof for the purposes of installing or transmitting Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

J. "Service Area" means the present municipal boundaries of the City and includes any additions thereto by annexation or other legal means.

Section 2. Authority Granted. The City hereby grants to UTOPIA, subject to the terms and conditions contained in this Agreement, the right, privilege and authority to utilize City's Public Ways for construction and operation of its Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner, all necessary equipment and facilities thereto for its Communications System, and to provide Communications Service. This provision shall not convey title, equitable or legal, in the rights of way. UTOPIA is only granted the right to occupy rights of way on a nonexclusive basis for the limited purpose and for the limited period stated in this Agreement.

Section 3. Construction Permits Required.

A. Prior to site specific location and installation of any portion of its Communications System within a Public Way, UTOPIA shall apply for and obtain a construction permit pursuant to City ordinances then existing. Within a reasonable time before commencing construction, UTOPIA shall notify surrounding residents and business of any disruption to the traffic flow in the area by personal notice or by posting notice on any affected residence or business.

B. Unless otherwise provided in said permit, UTOPIA shall give the City at least 48 hours' notice of UTOPIA's intent to commence work in the Public Ways. UTOPIA shall file plans or maps with City showing the proposed location of its Communication Facilities and pay all duly established permit and inspection fees associated with the processing of the permit. No work shall commence within any Public Way without said permit except as otherwise provided in this Agreement.

C. Within a reasonable time before commencing any construction activities that are reasonably expected to disrupt traffic flow or materially affect access to adjacent properties, UTOPIA shall provide advance notice to affected residents and businesses. Such notice may be provided by door hanger, written notice delivered to the affected property, conspicuous posting at the affected property, or any other commercially reasonable method reasonably calculated to inform affected residents and businesses. The notice shall generally describe the nature of the work, the anticipated duration of the disruption, and any expected impacts on traffic or access, to the extent reasonably known at the time the notice is provided.

Section 4. Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in City's Public Ways to UTOPIA, nor shall anything contained herein constitute a warranty of title.

Section 5. Term of Franchise. This Franchise is granted for a period fifteen (15) years unless extended by mutual agreement of the parties.

Section 6. Non-Exclusive Grant. This Franchise is non-exclusive. It does not prohibit the City from entering into other similar agreements or granting other franchises in, under, on, across, over, through, along or below City Public Ways. However, the City shall not permit any such future UTOPIA to physically interfere with UTOPIA's then existing Communication Facilities. This Franchise does not prohibit the City from using any of its Public Ways or affect the City's jurisdiction over its Public Ways or any part of them, and the City shall retain the power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication or vacation of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of new Public Ways.

Section 7. Maps and Records. After construction is complete, UTOPIA shall, at no cost, provide the City with accurate copies of as-built plans and maps in a form prescribed by the City.

Section 8. Work in Public Ways.

A. During periods of relocation, construction, or maintenance, surface impediments, if any, shall be placed and used in such places and positions within Public Ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining properties. UTOPIA shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations.

B. UTOPIA shall cooperate with the City and all other persons with authority from the City to occupy and use the City's Public Ways in coordinating construction activities and joint trenching projects. By June 1 of each calendar year, or such other date as the City and UTOPIA may agree upon from year to year, UTOPIA shall provide the City with a schedule of its proposed construction activities in, around, or that may affect the City's Public Ways. UTOPIA shall also meet with the City and other grantees, UTOPIAs, permittees, and other users of the City's Public Ways as determined by the City to schedule and coordinate construction activities.

C. If either the City or UTOPIA shall, at any time after the installation of Communication Facilities, plan to make excavations in the Service Area and as described in this section, the party planning such excavation shall afford the other party, upon receipt of written request to do so, an opportunity to share such excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their intended uses are incompatible.

Section 9. Restoration after Construction. UTOPIA shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities within the Public Ways, restore the affected Public Ways and any private property disturbed by the work to at least the same condition the Public Ways or property was in immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. UTOPIA shall promptly complete all restoration work and promptly repair any damage caused by such work at its sole cost and expense according to the time and terms specified in the construction permit.

Section 10. Emergency Work Permit Waiver. In the event of an emergency in which any of UTOPIA's Communication Facilities located in, above, or under any Public Way break or are damaged, or if UTOPIA's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, UTOPIA shall immediately take proper emergency measures to repair its Communication Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit. UTOPIA shall notify the City immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which City is open for business.

Section 11. Relocation.

A. During the period of this Agreement, if City shall lawfully elect to alter or change any Public Way requiring the relocation of Communication Facilities, then UTOPIA, upon reasonable notice by the City, shall remove, relay and relocate the same at its own expense. Alternatively, UTOPIA may, in its sole discretion, abandon its Communication Facilities in place. If public funds are available for such relocation, UTOPIA shall not be required to pay the costs of such relocation.

B. If, for aesthetic purposes, the City requests relocation of Communication Facilities that were originally approved by the City through the permitting process, the City shall pay all costs associated with relocation. UTOPIA may require advance payment for costs and expenses.

C. UTOPIA shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its Communication Facilities to permit the moving of the building, provided: (a) the expense of such temporary removal shall be paid by the person(s) requesting the same; (b) UTOPIA shall have the authority to require payment in advance; and (c) UTOPIA must be given not less than five business days' advance notice.

Section 12. Trimming. UTOPIA shall have the authority to trim trees upon and overhanging all streets, alleys, public utility easements, sidewalks and public places to prevent the branches of such trees from coming into contact with Communication Facilities. Except when an emergency dictates such work, UTOPIA shall provide notice to City and to any property owner before commencing such work.

Section 13. Dangerous Conditions. Whenever construction, installation or excavation of Communication Facilities has caused or contributed to a condition that appears to substantially impair the lateral support of any adjoining Public Way, street, public place, utility, or property, the City may require UTOPIA to take reasonable action to protect the Public Way, street, public place, utility, or property. Such action may include compliance within a prescribed time. If UTOPIA fails or refuses to promptly take the action(s) required by the City or fails to fully comply with such requirements, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the Public Way, street, public place, utility, or property or take actions regarded as reasonably necessary safety precautions, and UTOPIA shall be liable to the City for the reasonable costs thereof.

Section 14. Non-Liability of City for Acts of UTOPIA; Indemnification. The City shall not at any time become liable or responsible to any person for any damage or injury, including loss of life, by reason of UTOPIA's activities under this Agreement. UTOPIA shall indemnify, save, defend (with counsel reasonably acceptable to the City), and hold harmless the City from and against any and all third party claims, judgments, and/or damage that may be incurred by the City as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, this Agreement.

Section 15. Insurance. UTOPIA shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights, privileges, and authority granted hereunder to UTOPIA, its agents, representatives, or employees. UTOPIA shall provide to the City for its inspection an insurance certificate naming the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any Communication Facilities. Such insurance certificate shall evidence: (a) comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than \$2,000,000 for bodily injury or death to each person; (b) comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than \$3,000,000 for property damages resulting for each incident; (c) automobile liability insurance for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of not less than \$300,000 for each person and \$500,000 for each incident; and workers' compensation coverage with limits prescribed by statute.

The insurance policies required by this section shall be maintained by UTOPIA throughout the term of this Agreement and during such other periods as UTOPIA is operating without a franchise or is engaged in the removal of its Communications System. Payment of deductibles and self-insured retentions shall be the sole responsibility of UTOPIA. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or against whom a suit is brought. UTOPIA's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in addition to UTOPIA's insurance and shall not contribute with it.

Section 16. Abandonment and Removal of Communication Facilities. Upon the expiration or termination of this Agreement, UTOPIA shall remove all its Communication Facilities from City's Public Ways within 90 days. In the alternative and upon such terms as the City deems appropriate, UTOPIA may abandon its Communication Facilities in place.

Section 17. Franchise Fees. UTOPIA shall pay to the City, 5% of UTOPIA's gross receipts from telecommunications services, as defined in the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated (the "MTLTA"), rendered in the Service Area for the preceding calendar year, less any business license fee or business license tax enacted by the City. All payments shall be made to:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, UT 84134

UTOPIA shall, upon reasonable written notice, allow City to review UTOPIA's books and financial records to ensure compliance with the terms of this Franchise, including, but not limited to right to inspect UTOPIA's records used to calculate the determination of franchise fees. Inspection rights shall inure to the City for up to three years from the date franchise fee payments are received.

Section 18. Modification. This Agreement may only be modified by written agreement signed by both parties.

Section 19. Forfeiture and Revocation of Franchise.

A. This franchise may be terminated by City for UTOPIA's failure to comply with this Agreement or applicable laws.

B. If the City has reason to believe that UTOPIA is in violation of this Agreement or applicable laws:

(1) The City shall deliver to UTOPIA written notice of violation detailing the violation, the steps required to cure the violation, and the time within which the violation must be cured.

(2) Within 30 days, UTOPIA shall deliver a written response to the City demonstrating that no violation occurred or that the violation has been corrected, or deliver a proposal to correct the violation problem within a period of time agreeable to the City. UTOPIA may later request an extension of the time to cure a violation if construction is suspended or delayed by the City, or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably beyond the control of UTOPIA delay progress, provided that UTOPIA has not, through its own actions or inactions, contributed to the delay.

(3) If UTOPIA's response is not satisfactory to the City, the City may declare UTOPIA to be in default via written notice to UTOPIA.

(4) Within ten business days after such notice, UTOPIA may deliver to the City a request for a hearing before the Mayor. If no such request is received, the City may declare the franchise terminated for cause.

(5) If UTOPIA files a timely written request for hearing, the hearing shall be held within 30 days. The hearing shall be open to the public. UTOPIA and other interested parties may offer written and/or oral evidence explaining or mitigating the alleged violation. Within ten days after the conclusion of the hearing, the Mayor shall, on the basis of the record, make a determination as to whether there is cause for termination and whether the franchise will be terminated. The Mayor may, in his/her sole discretion, grant additional time to cure the violation. If the violation has not been cured prior to the expiration of any such additional time, or if the Mayor does not grant additional time, the Mayor shall declare, in writing, that the franchise is terminated and the effective date of termination.

(6) Within 30 days of the Mayor's written determination, UTOPIA may seek judicial review. Termination shall be stayed pending final resolution of such judicial review.

C. UTOPIA shall not be deemed to be in default, failure, or violation of this Franchise where performance was rendered impossible due to an act of God, natural disaster, fire or other casualty, theft, pandemic, war, or other events beyond the UTOPIA's control.

Section 20. City Ordinances and Regulations. Nothing in this Agreement restricts the City's authority to adopt and enforce ordinances regulating the performance of this Agreement. The City shall continue to have the authority to control the locations, elevation, manner or construction and maintenance of Communications Facilities, and UTOPIA shall promptly comply with all such regulations unless compliance would cause UTOPIA to violate other legal requirements. UTOPIA shall comply with all local, state, and federal laws, including but not limited to the Telecommunications Rights-of-Way Ordinance.

Section 21. Survival. The provisions, conditions and requirements of this Agreement are in addition to all other legal obligations and liabilities. The following Sections survive the expiration or termination of this Agreement, and any renewals or extensions, and remain effective until such time as UTOPIA removes its Communication Facilities from the Public Ways, transfers ownership of its Communication Facilities to a third party, or abandons its Communications Facilities as provided in this Agreement: Work in Public Ways, Restoration after Construction, Dangerous Conditions, Non-Liability of City for Acts of UTOPIA, Insurance, and Abandonment and Removal of Communication Facilities.

Section 22. Severability. If any provision of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

Section 23. Assignments and Subleases. This Agreement is binding upon UTOPIA's heirs, successors, executors, administrators, legal representatives, sublessees, and assigns. This Agreement may not be assigned or transferred without the City's prior written consent, except that it may be assigned in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing.

UTOPIA may, without the City's consent: (1) lease its Communication Facilities or any portion thereof to another; (2) grant an indefeasible right of user interest in its Communication Facilities or any portion thereof to another; or (3) offer to provide capacity or band width in its Communication Facilities to another, provided that UTOPIA at all times retains exclusive control over such Communication Facilities and remains responsible for locating, servicing, repairing, relocating, or removing its Communication Facilities pursuant to this Agreement.

Section 24. Notice. Any notice or information required to be given to the parties under this Agreement shall be sent via email with a hard copy delivered via U.S. mail, or via overnight delivery, to the following addresses unless otherwise specified:

City:
Sunset City
Attn: City Recorder
200 W. 1300 N.

Sunset, UT 84015

With copies to counsel
Dalton J. Smuin
DAINES & JENKINS, LLP
108 N. Main Street
Logan, Utah 84321

UTOPIA:
5858 S. 900 E.
Murray, UT 84121

Notice shall be deemed given upon acknowledged receipt of email, or three days after deposit in the U.S. mail in the case of first-class mail, or upon delivery in the case of overnight delivery.

Section 25. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties.

Section 26. Costs of Default. If any legal action, other than the judicial review of a termination determination, is instituted in connection with any controversy arising under this Agreement, the prevailing party shall be entitled to recover its costs and expenses including reasonable attorneys' fees.

Section 27. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue and jurisdiction over any dispute related to this franchise shall be in the Second Judicial District Court for Davis County, or with respect to any federal question, in the United States District Court for the District of Utah in Salt Lake County.

Section 28. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

[signature page to follow]

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SUNSET CITY:

UTOPIA

Name: Scott Wiggill
Title: Mayor

Name: Roger Timmerman
Title: Executive Director

APPROVED AS TO FORM:

ATTEST:

Name: Dalton J. Smuin
Title: City Attorney

Nicole Supp
City Recorder