



Sunset City Corporation

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

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 02, 2022** 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 AND PLEDGE OF ALLEGIANCE by Mayor Madsen**
 - C. APPROVAL OF MINUTES – July 05, 2022**
 - D. PUBLIC COMMENTS**
-
- 1. Presentation about UDOT 1800 North Improved Mobility Project by Greg Davis**
 - 2. Presentation from Planning Commission Chair Laura Penman regarding Form Based Code**
 - 3. Discuss proposed Addendum #3 to The Lofts at Falcon Ridge Development Agreement**
 - 4. Consider Resolution 22-17 UDOT Landscape Maintenance Agreement**
 - 5. Consider Resolution 22-18 Outside Engineering Cost Reimbursement from UDOT**
 - 6. Consider Resolution 22-19 Approval of Sunset's Culinary Water Emergency Response Plan**
 - 7. Discuss Fun Days**
 - 8. Mayor, Council and Department Head reports**
 - 9. Adjourn Regular Session**

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.

Posted and e-mailed to local newspaper – July 29, 2022



Nicole Supp, Recorder

THE LOFTS AT FALCON RIDGE
DEVELOPMENT AGREEMENT
ADDENDUM #3

THIS ADDENDUM #3 TO THE DEVELOPMENT AGREEMENT (the "Addendum") is made this ____ day of _____, 2022 (the "Effective Date"), by and between Falcon Hill Development, LLC, (hereinafter referred to as "**Falcon**"), whose address is 784 Parkway Drive, North Salt Lake, Utah 84054, and Sunset City Corporation, a body Corporate and Politic of the State of Utah, (hereafter referred to as "**Sunset**").

WHEREAS, Falcon and Sunset entered into a Development Agreement Addendum on or about the 19th day of September, 2019; and

WHEREAS, On or about the 1st day of October, 2019, Falcon and Sunset executed the first addendum to the Development Agreement; and

WHEREAS, On or about the 13th day of January, 2022, Falcon and Sunset executed the Development Agreement Addendum #2; and

WHEREAS, On or about the 3rd day of May, 2022, Sunset City Council met in regular session and agreed to allow changes to Falcon's unit mix/density and construct the units as apartments, subject to certain conditions, thus necessitating certain changes to the Development Agreement.

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

1. Recitals. The above recitals are true and correct and are incorporated into the operative provisions of the Agreement by Reference.

2. Recitals Paragraph D. Paragraph D of the Recitals portion of the Development Agreement shall be amended and restated in its entirety as follows: "Pursuant to the City's approval of the General Development Plan on ____ day of _____ 20__, the Plan consists of Building 1: 42 Residential Units and 6 Commercial Units; Building #2: 71 Residential and 6 Commercial Units; and Building #3: 71 Residential and 6 Commercial Units. A copy of the approved General Development Plan/Construction Drawings (as presently constituted) is attached hereto as **Exhibit "B."**

3. Paragraph 4.e. Paragraph 4.e. of the Development Agreement shall be amended and restated in its entirety as follows: "Covenants and Restrictions. The Developer may develop the units as either apartments (and hold the units out for rent), or sell the units as condominiums. In the event of apartments, CCR's need not be recorded against those units. In the event Developer decides to construct condominiums, Developer hereby agrees, that prior to the sale of any units, to record against the title to such Final Plat, condominium covenants, conditions and restrictions ("CC&Rs"). The Developer hereby agrees to use its best efforts to enforce the

CC&Rs during all such periods during which the Developer has control of the CC&Rs. Prior to recording the CC&Rs, Developer shall submit the same to the City for approval, which approval shall not be unreasonably withheld or unreasonably delayed. In the event that approval has not been granted by the city within 45 days of submittal to the City, Developer shall have the right to record the draft CC&Rs as submitted. In the event of any occurrence on the property which affects or threatens the health, safety or welfare of the City or its residents, the City shall notify the Developer or the Homeowners Association (HOA), of such condition. If the condition is not remediated within ten (10) days or less if the condition constitutes a bona fide emergency, the City may enter upon the property and remediate the condition and assess the cost to the HOA."

4. Paragraph 4.k. Paragraph 4.k. of the Development Agreement shall be amended and restated in its entirety as follows: "Sales. Developer may at his option rent the Units as apartments or sell them as condominiums. In the event of sales, Developer's sales of owner-occupied condominium units shall conform to FHA requirements. In the event of market downturn, Developer shall be able to rent the condominium units until such time as Developer shall have determined, in his sole discretion, that the market has recovered sufficiently to resume selling the condominium units once again."

5. Paragraph 4.l. Paragraph 4.l. of the Development Agreement shall be amended and restated in its entirety as follows: "Parking & Shared Use. Developer shall eliminate the need for shared parking between the residential and commercial uses. Pursuant to paragraph 10-5F-4A of the BMU ordinance, Developer is entitled to count "available on-street parking" toward his total parking requirement."

6. No Other Changes. No other alteration, change or amendment to the Contract has been made, discussed or contemplated by this Addendum.

Added by Dustin. — 7. Ratification. Except for those amendments specifically and particularly noted herein, the remaining terms and provisions of the Development Agreement, including Addendum #1 and Addendum #2 remain in full force and effect.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date(s) indicated below.

SUNSET CITY:
a body Corporate and Politic of the State of Utah

ATTEST

By its: _____,
Date: _____

Nicole Supp
City Recorder

FALCON HILL DEVELOPMENT, LLC:

Printed: _____
Date: _____



Nicole Supp <nsupp@sunset-ut.com>

Fwd: Falcon Ridge - Sewer and Water Studies

Dustin Ericson <DEricson@dainesjenkins.com>*response*

Thu, Jul 28, 2022 at 2:22 PM

To: Nicole Supp <nsupp@sunset-ut.com>

Nicole,

I added a term to the Addendum. Additionally, as I was not present at the meeting in which the terms to this addendum were discussed, if you and Jason could please make sure the agreement accurately reflects what the council agreed to, especially as it pertains to the conversion of condominiums to apartments, the removal of the need for CCRs on apartments, and the use of street parking to compensate for fewer parking stalls that what was required initially by the city.

The legal language of the agreement is fine, I just want to make sure the City is extra careful in ensuring that, prior to signing the agreement, it accurately reflects what the council agreed to.

If you have any questions, don't hesitate to call or email.

Thanks,

Dustin D. Ericson

Daines & Jenkins, LLP

108 North Main Street

Logan, Utah 84321

(435) 753-4000

(435) 753-4002 (Facsimile)

**CONFIDENTIALITY NOTE:**

This email message may contain confidential information that is legally privileged. If you are not the intended recipient, do not read this email.

Portion of the
Minutes where Joseph's
changes were discussed

specialized training. He is very excited for Officer Althoff to join the force. Recorder Supp gave the Oath of Office and Officer Althoff was congratulated by the Council.

3. **Discuss Proposed Changes to Already Approved Plans for Phase 2 and Phase 3 of the Falcon Hill Development:** Joseph Cook explained to Council his development has spent the last year finding out what is marketable in this area and what is not. They have discovered the larger more expensive units are not selling. Mr. Cook is proposing Council approve the next two phases of units be cut up into smaller units creating an increase in unit mix of smaller condominiums. The new phases would have 2 - 2 bedroom units, 4 - 1 bedroom units and 12 - studio units for a total of 18 units in each building. He would also like to create parking under the buildings. Mr. Cook passed out a sample floor plan to all of Council. Council Member Bangerter reiterated what Mr. Cook was trying to say by explaining in the first phase there are 4 penthouses and several 3 bedroom units. They would like to break down the larger units to create smaller ones and use underground parking as a remedy to any parking issues that may arise. Council Member Bangerter notified Council the developers will be back to finalize everything through Council, this is just a preliminary step. Mr. Cook advised they would do water and sewer studies to make sure there were no issues there. He then recapped the idea from the Towne Center Project when he was approved to do condominiums or apartments; he would also like to have the same choice with the next two phases of Falcon Hill. Council Member Bangerter asked Director Monroe why the developer was able to choose to have apartments or condominiums with the other project. Director Monroe answered by saying it was written into the zone to have the option to choose. He does not have the ordinance available and would have to look up the verbiage at a later time. Council Member Bangerter confirmed with Mr. Cook his requests. Mr. Cook went over briefly the parking handout and said they are one spot short but will figure it out to make sure there is no shared parking. Commercial would have their own parking and residential would have their own. In his handouts he also included proposed verbiage for the Council to agree upon. He was seeking a conceptual yes from Council upon the conditions of eliminating shared parking on the property, satisfying the parking requirements for the BMU zone, water and sewer study and otherwise abiding by the development agreement. Council Member Smalling asked if there will still be commercial units in the next two phases. Mr. Cook indicated the commercial units will remain the same. Mayor Madsen commented on Mr. Cook's presentation saying it seemed like whenever the developer was not making money they would come to Council to change things up to benefit themselves. Mayor Madsen voiced how hard the City worked for the developer when they first started this project and he expressed he is against changing the plans for them again. Mayor Madsen said he may have not known originally the atmosphere here in the City to decide which units would and would not sell but he does not think he should be able to change the plans to suit his desires. Mayor Madsen gave the example of his own home; his house is 4200 square feet, the City would not approve him to make his home into a duplex, he would be stuck selling his house as is. Mayor Madsen said he believes his units will sell eventually. He does not think it is necessary to go changing the plans up now. The City went through too much and had a lot of ups and downs over the start of this project. Mayor Madsen shared his feelings on the project and is not willing to change his mind. Mr. Cook tried to explain to Council the market has changed; the smaller units are much easier to sell. Right now the interest rates are rising and

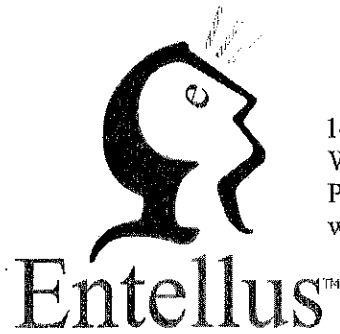
the market isn't going down. He expressed there are not a lot of alterations in the request. Mr. Cook confirmed this is their opportunity to sell smaller units. Mayor Madsen asked the Council to please comment. Director Monroe questioned the new parking ideas, will parking be on the ground level or underground. Mr. Cook tried to communicate the way the new parking was structured by saying there would be surface parking as well as interior parking. Chief Becraft asked Mr. Cook is the occupancy changing. Mr. Cook stated it would be changing and they would add a fire study to their contingents. Mayor Madsen asked Mr. Cook why he couldn't try to drop the price a little bit to try to sell the units. Council Member Bangerter strongly disagreed with Mayor Madsen on the development, he did agree there were a lot of issues when the City and the developer first started working together on the project but they have all learned a lot and believes the next phases will go smoother. Council Member Bangerter said the problem he can see if Council does not allow him to make the changes he is requesting, the units will stay empty. Council Member Bangerter said it will take time and effort to work with the developer but he will still be held to the same standards, inspections and requirements as the first phase. He thinks Council should move forward with allowing Mr. Cook to make the necessary changes. Mayor Madsen replied to Council Member Bangerter by letting him know they are both entitled to their own opinion. Council Member Bangerter clarified Mr. Cook's desires to change the units to smaller units; the outside of the buildings will not be changing only the inside. Council Member Wiggill remarked on the last time his buildings were discussed the main issue was parking. He asked Mr. Cook when he did the study on his current building to figure out the correct amount of parking what was the number of parking stalls required. Mr. Cook asked Council to look at the spreadsheet in the handout. There were 74 required stalls; Council Member Wiggill asked if the number was based off of the residency. Mr. Cook replied yes, for a studio - 1 space is required, for 1 bedroom - 1 1/2 space, for a 2 bedroom - 2 parking spaces and 1 space for every 8 units for guest parking. Council Member Wiggill asked how those numbers will change with his proposed changes. Mr. Cook said the same ratios will apply to the number of units. Council Member Macfarlane announced she went to tour the development yesterday, the units are very nice. She thinks Mayor Madsen and Council Member Bangerter both have valid points. Her biggest concern is the water and the sewer. She wants to make sure the City is covered for the inflow of people if Mr. Cook brings more residents by changing the number of units in each building. Mr. Cook assured there will be a water and sewer study completed. He said in his proposed language the mixed unit option would only be contingent upon completing all of the items on the suggested list. Council Member Smalling asked if Council would be getting the plans they are suggesting since the handouts provided were not exactly as mentioned. Mr. Cook advised yes, the ideas of the next two buildings are the same floor plan. She then asked since Council have been in this place before where they have been asking for changes on their developments that were not originally approved; have they learned enough, will they come back before Council again when they are ready for phase three asking to change something else. Mr. Cook assured Council the new additions would be a great alteration to the plan. Since the economy is the way it is now this will be the best way to appeal to the market. Coming to an agreeance on the changes would be no skin off the City's back until he can prove the water, sewer, parking etc. Mayor Madsen interjected and said the economy could change back to the way it was as well. He firmly believes people would love to have the bigger home they just cannot afford it at this time, dropping your

price could help. Mr. Cook responded saying it's hard to lower prices when the supplies have escalated in cost the past year. Council Member Macfarlane asked if they could lower the price. Mr. Cook said the he understands the City would like him to lower the price but it is not practical for him. He is hoping to be able to work something out for the next two phases so he doesn't run into this problem again. Council Member Wiggill asked how Chief Becraft's concerns fall into his proposed language. Mr. Cook said it could be added as another contingency. Council Member Smalling wondered if the first phase was going to be changed into smaller units. Mr. Cook advised phase one is finished this is only proposed for phase two and three. He said phase one is completed and unfortunately they are dropping the price \$10,000 a week until they can get the unoccupied units sold. Council Member Smalling conveyed how she perceived their request. She asked if they were asking for permission to start on their fact finding to be sure this was feasible. Mr. Cook said yes, right now the development pads for phase two and three are already compatible with the water, sewer and power lines. These next two buildings will follow in the same footprint as the previous phase only the interior unit numbers will be changing. Council Member Smalling asked if Mr. Cook thought the smaller high rises along the Wasatch front would be relevant in the future since most of the high rises are large and span much more area than Falcon Hill. Mr. Cook acknowledged Council Member Smalling's concern and replied to her by saying he started off selling the studio units for \$125,000 and they sold very quickly. He believes he will be successful in selling the next phases with the smaller sized units just as well as they sold in the first phase. Council Member Bangerter raised a concern he noticed while going over the handouts, it appeared to him there was an entire level of parking. He asked if the parking was going to be underground, which it was confirmed it was. The first level would be half commercial and half residential. Council Member Bangerter reiterated the structure of the building is not changing just the unit mix inside the building. He informed Council Mr. Cook is requesting to get permission to complete the surveys and required homework and come back to show his new plan is going to work. Council Member Wiggill said Mr. Cook is looking for a commitment. If he is going to go out and spend money on surveys he wants a commitment to know he has the go ahead to complete the project with the new requests. Council Member Macfarlane said she had the same concern as Mayor Madsen, if you do the work to see if it is going to be doable to change the unit mix and the City decides they have changed their mind would you continue on with the original agreement. Mr. Cook said he is looking for Council to approve the conceptual plans to change the unit mix as long as everything on the last page of his handout is completed with the addition of a fire survey. Council Member Bangerter read the last page of the handout and also wanted to add to the verbiage any additional requests Public Works or Administration may have. Council Member Wiggill stated Mr. Cook already has a development agreement with the City so regardless of what the surveys come back saying he still has to meet the original development agreement. Mr. Cook said he is looking for permission to change the occupancy. Council Member Wiggill confirmed he understood he wants to change the occupancy but the fact is the development agreement already in place will be met regardless. Mayor Madsen asked for a roll call vote, Council Members Bangerter, Macfarlane, Smalling and Wiggill voted yes.

* Council is agreeing to conceptual approval to change the unit mix in phase two and three upon completion first of 1) Eliminating shared parking on the property by adding underground parking 2) Satisfying the parking requirements of the BMU Zone 3)

Satisfactory Water Study 4) Satisfactory Sewer Study 5) Otherwise abiding by the Development Agreement. In addition to those items provided by Mr. Cook, Council has added 6) Satisfactory Fire Study 7) Compliance with any issues Public Works or Administration believes to be necessary. Mr. Cook thanked Council for their time.

4. **Consider Resolution 2022-11 Adopting the Tentative Operating Budgets for Fiscal Year 2023 & Scheduling the Public Hearing:** Mayor Madsen stated last night for the Council Members who were not present at the work meeting the date of June 7, 2022 was decided to hold a public hearing to adopt the Fiscal Year 2023 operating budget. Council Member Bangerter was not present at the work session and asked if he could be briefed quickly on the highlights. Council Member Bangerter said he can take a look on his own later. Mayor Madsen said he believes the items discussed are for a work session. Council Member Wiggill made a motion to approve Ordinance 2022-11 Adopting the Tentative Operating Budget for Fiscal Year 2023 and scheduling a public hearing for June 7, 2022. Council Member Macfarlane seconded the motion. The motion passed 4 to 1 with a roll call vote: Council Members Macfarlane, Smalling and Wiggill voted yes and Council Member Bangerter voted no.
5. **Consider Drafted Permit and Proposed Ordinance for Allowing Residents to Raise Chickens:** Mayor Madsen asked the question if Council would like to allow chickens legally. Council Member Bangerter said he does not like in the ordinance the one-time fee, he would like it to be annual. Council Member Bangerter notified the resident who wanted to have chickens was not able to make the meeting tonight so he had asked Mr. Cranney to invite other residents to the meeting to voice their opinion. Council Member Bangerter said there are concerns with allowing chickens in the City. The City does not want people to sell or give away the eggs; he can see rodents may come to feed alongside the chickens, etc. He wanted to hear from the residents present their thoughts on allowing chickens. Council Member Macfarlane said yes there are concerns however; the fact is residents still have chickens. The City cannot have an ordinance restricting chickens and not enforcing it. The residents should be fined if they are not in compliance. Council Member Wiggill asked if Council wanted to take the police off of the streets to deal with code enforcement issues. Council Member Macfarlane said no but it should be enforced. Mayor Madsen called order to the session. He then addressed Mrs. LuJan directly if she had an opinion on allowing chickens in the City. Mrs. LuJan said she thinks it would be okay if the City allowed chickens. Ray Chapman a resident also in the audience said he thinks it would be okay as well to have chickens as long as there were no roosters and there were rules. He thinks there may be health issues with chickens so health people may need to be called in. He does not see a problem with the first time fee however; he does not see a need for an annual fee. Council Member Macfarlane said a resident called her yesterday and said Costco had no eggs because of the bird flu. Mayor Madsen said he thought it was interesting since he went to the store and bought some eggs recently. Council Member Bangerter said he thinks the City should go ahead with allowing chickens. He explained his reasoning for an annual fee. There would be administration costs for their time, if a chicken escaped police would be notified so it would also pay for a little bit of their time and it shows ownership to the chickens. Mayor Madsen said it shows a commitment and reminds residents of the regulations as well. Mayor Madsen said this was



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SEWER CAPACITY STUDY

LOFTS AT FALCON RIDGE - BUILDING 2 & 3 REVISION

7 JULY 2022



PROJECT HISTORY

We have been asked to study the sewer demand from the proposed LOFTS AT FALCON RIDGE development. We completed a previous study in 2018 during the planning of said development. Building 1 has now been built. Because the unit mix in building 1 does not match current market conditions, the developer now desires to change the unit mix in buildings 2 and 3. Sunset City has requested the developer provide an estimate of sewer demand impact.

EXHIBIT

We have prepared an exhibit on the last page of this study showing the configuration of the 3 buildings, and the outfall sewers. Building 1 connects to the north into the sewer in the cul-de-sac at 2125 NORTH STREET. Buildings 2 and 3 are connected into the existing sewer in 2100 NORTH STREET. Building 1 is not a part of this study, since it is a separate outfall. The exhibit labels the sewer runs SS-101 through SS-104 which are the subject of the study.

METHODOLOGY

We made the following assumptions for this study.

1. Commercial property has a sewer demand of 2,000 gallons per day per acre.
2. Existing residences match the Utah average household size per the National Census.

ORIGINAL SEWER STUDY FROM 2018

In the original sewer study from 2018 we assumed 50 units per building. We assumed each unit housed the Utah average household size from the 2010 census at 3.14 capita per unit.

We calculated a demand of 125,600 gallons per day for buildings 2 & 3. We used this flow to calculate the flows in each pipe run, and compare them against the capacity of said pipe runs. In all cases the flows were much smaller than the capacity. Please see the original 2018 calculations on the next page.

NEW SEWER STUDY FROM 2022

In the revised study from 2022 we broke out the units in each building by number of bedrooms. For the studio and 1 bedroom units we used a household size of 2. For 2 bedroom units we used the Utah average household size from the 2020 census of 3.08 capita per unit.

We calculated a demand of 120,256 gallons per day for buildings 2 & 3. We used this flow to calculate the flows in each pipe run, and compare them against the capacity of said pipe runs. In all cases the flows were much smaller than the capacity. Please see the revised 2022 calculations on the following pages.

CONCLUSIONS

The calculated flows from the revised 2022 study are lower than the flows from the original 2018 study.

SEWER STUDY

THE LOFTS AT FALCON RIDGE

7/7/2022

ORIGINAL 2018 STUDY

Based on 400 gpd per capita as required by Utah State Code R317-2-2

Based on 3.14 average Utah household size 2010 census

BLDG 2 & 3 DEMAND	Units	Household Size	Capita	Demand (gpd)
BUILDING 2 UNITS	50	3.14	157	62,800
BUILDING 3 UNITS	50	3.14	157	62,800
Total Proposed Demand				125,600

CAPACITY									
Pipe	Material	n	INV Uphill	INV Downhill	Length	Slope	Diam. (In.)	Capacity (cfs)	Capacity (gpd)
SS-101	PVC	0.009	4,509.50	4,505.89	197	1.832%	8	1.920	1,298,596
SS-102	PVC	0.009	4,514.59	4,509.50	164	3.104%	8	2.499	1,690,387
SS-103	PVC	0.009	4,530.00	4,514.79	239	6.364%	8	3.655	2,471,668
SS-104	PVC	0.009	4536.91	4530.2	197	3.406%	8	2.618	1,770,666

DEMAND									
Pipe	Homes	gpd per home	Commercial (Acres)	gpd per Acre	Proposed Demand	Peaking Factor	Demand (gpd)	Capacity (gpd)	Check
SS-101	15	308	2.1	2,000	125,600	4	160,880	1,298,596	OK
SS-102	9	308	2.1	2,000	125,600	4	153,488	1,690,387	OK
SS-103	2	308	2.1	2,000	125,600	4	144,864	2,471,668	OK
SS-104	0	308	1.22	2,000	125,600	4	135,360	1,770,666	OK

SEWER STUDY

THE LOFTS AT FALCON RIDGE

7/7/2022

NEW 2022 STUDY REVISED FOR NEW BUILDINGS 2 & 3

Based on 400 gpd per capita as required by Utah State Code R317-2-2

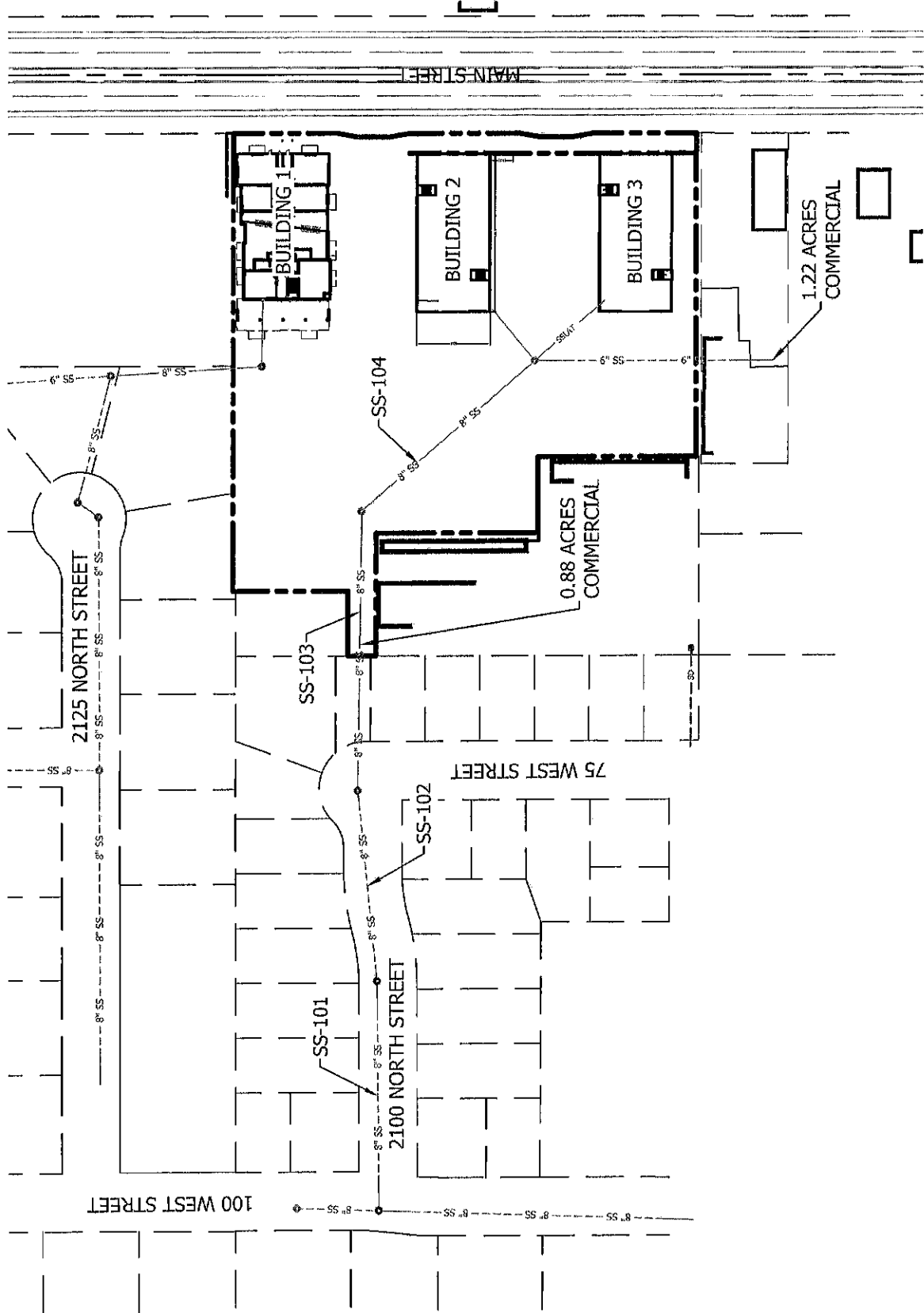
Based on 3.08 average Utah household size 2020 census

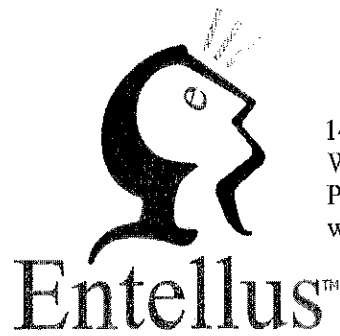
BUILDING 2 DEMAND	Units	Household Size	Capita	Demand (gpd)
STUDIO & 1 BEDROOM UNITS	69	2	138	55,200
2 BEDROOM UNITS	4	3.08	12.32	4,928
Building 2 Total				60,128
BUILDING 3 DEMAND	Units	Household Size	Capita	Demand (gpd)
STUDIO & 1 BEDROOM UNITS	69	2	138	55,200
2 BEDROOM UNITS	4	3.08	12.32	4,928
Building 3 Total				60,128
TOTAL PROPOSED DEMAND				120,256

CAPACITY									
Pipe	Material	n	INV Uphill	INV Downhill	Length	Slope	Diam. (in.)	Capacity (cfs)	Capacity (gpd)
SS-101	PVC	0.009	4,509.50	4,505.89	197	1.832%	8	1.920	1,298,596
SS-102	PVC	0.009	4,514.59	4,509.50	164	3.104%	8	2.499	1,690,387
SS-103	PVC	0.009	4,530.00	4,514.79	239	6.364%	8	3.655	2,471,668
SS-104	PVC	0.009	4536.91	4530.2	197	3.406%	8	2.618	1,770,666

DEMAND									
Pipe	Homes	gpd per home	Commercial (Acres)	gpd per Acre	Proposed Demand	Peaking Factor	Demand (gpd)	Capacity (gpd)	Check
SS-101	15	308	2.1	2,000	120,256	4	155,536	1,298,596	OK
SS-102	9	308	2.1	2,000	120,256	4	148,144	1,690,387	OK
SS-103	2	308	2.1	2,000	120,256	4	139,520	2,471,668	OK
SS-104	0	308	1.22	2,000	120,256	4	130,016	1,770,666	OK

SEWER STUDY EXHIBIT





1470 S 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

WATER SIZING STUDY

LOFTS AT FALCON RIDGE – BUILDING 2 & 3 REVISION

7 JULY 2022



PROJECT HISTORY

We have been asked to study the water demand from the proposed LOFTS AT FALCON RIDGE development. We completed a previous meter sizing study in 2018 during the planning of said development. Building 1 has now been built. Because the unit mix in building 1 does not match current market conditions, the developer now desires to change the unit mix in buildings 2 and 3. Sunset City has requested the developer provide an estimate of water demand impact.

METHODOLOGY

We have used the IPC fixture unit counts method for this study.

CONCLUSIONS

Please see the original meter sizing calcs from 2018 on the next page. Also see the revised 2022 meter sizing calcs on the following page. The new sizing calcs show a slightly larger demand but still within the required flow for a 3 inch master meter.

METER SIZING

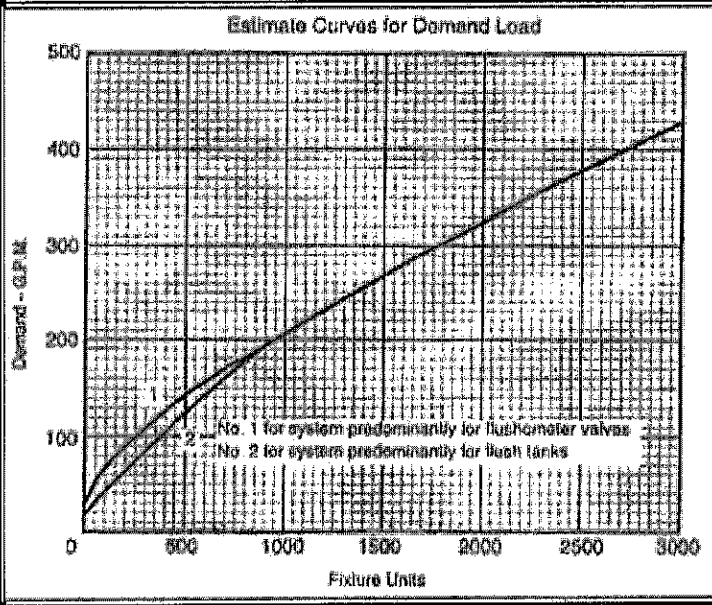
ORIGINAL 2018 STUDY

1 BEDROOM	Fixtures	Units/Fixture	Fixture Units
Bath/Shower	1	1.4	1.4
Lavatory	1	0.7	0.7
Dishwasher / Sink	2	1.4	2.8
Flush Tank Toilet	1	2.2	2.2
Clothes Washer	1	1.4	1.4
Total			8.5

2/3 BEDROOM	Fixtures	Units/Fixture	Fixture Units
Bath/Shower	2	1.4	2.8
Lavatory	2	0.7	1.4
Dishwasher / Sink	2	1.4	2.8
Flush Tank Toilet	2	2.2	4.4
Clothes Washer	1	1.4	1.4
Total			12.8

	APTS	FU/APT	Fixture Units
1 Bedroom Units	6	8.5	51
2/3 Bedroom Units	144	12.8	1843
Total Fixture Units			1894

GPM from Hunter Curve	315
Required Meter Size	3"



METER SIZING

REVISED 2022 STUDY

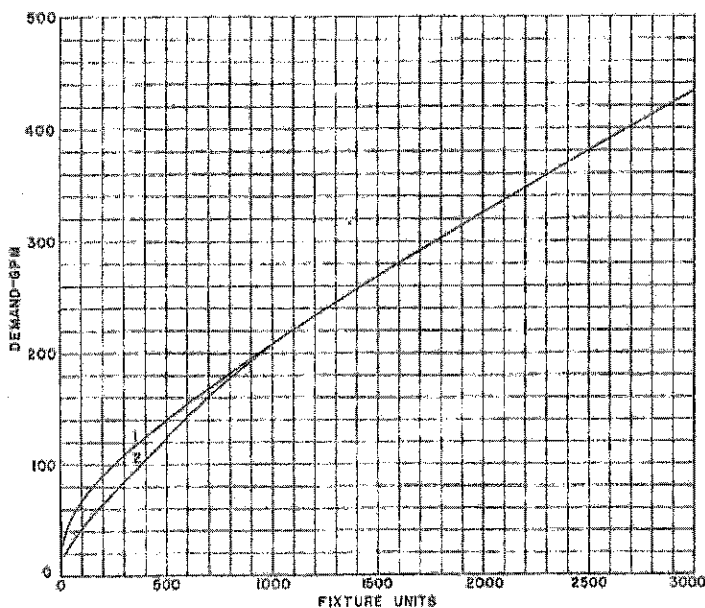
1/2 BEDROOM	Fixtures	Units/Fixture	Fixture Units
Bath/Shower	1	1.4	1.4
Lavatory	1	0.7	0.7
Dishwasher / Sink	2	1.4	2.8
Flush Tank Toilet	1	2.2	2.2
Clothes Washer	1	1.4	1.4
Total			8.5

Bldg1 2/3 BEDROOM	Fixtures	Units/Fixture	Fixture Units
Bath/Shower	2	1.4	2.8
Lavatory	2	0.7	1.4
Dishwasher / Sink	2	1.4	2.8
Flush Tank Toilet	2	2.2	4.4
Clothes Washer	1	1.4	1.4
Total			12.8

	APTS	FU/APT	Fixture Units
1/2 Bedroom Units	169	8.5	1437
Bldg1 2/3 Bedroom Units	15	12.8	192
Total Fixture Units			1629

GPM from Hunter's Curve 328

Required Meter Size 3"





377 N. Marshal Way #8 • Layton, UT 84041 • Tel: 801-544-0363 • Fax: 801-544-2444

Date: May 17, 2022

To: **North Davis Fire District**
381 N 3150 W
West Point City, UT 84404
801-525-2850

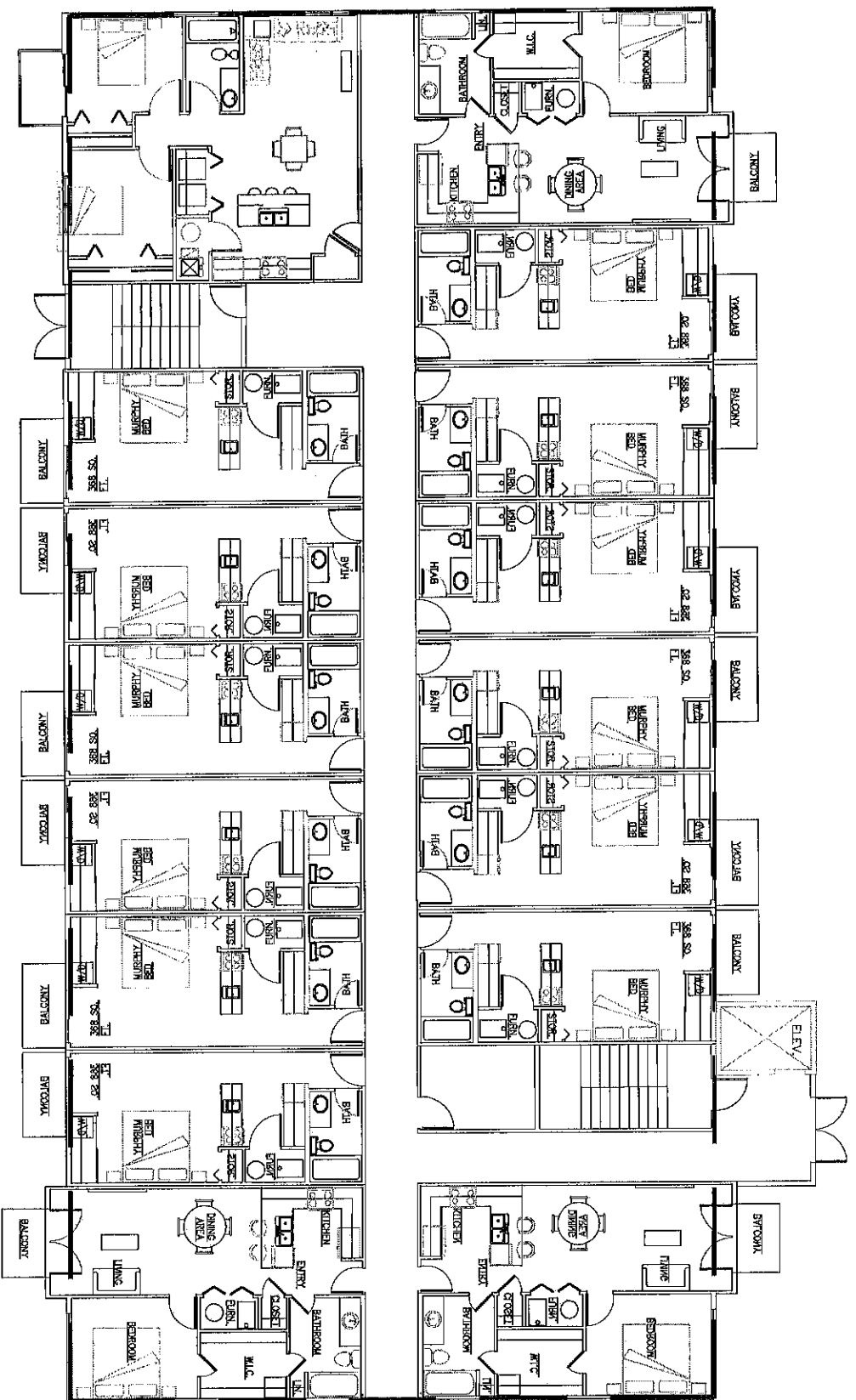
RE: **Falcon Ridge Apartments**
2085 North Main Street
Sunset, UT 84015

To Whom It May Concern:

This letter is to certify that the automatic fire sprinkler system for the new 4 story mixed use/commercial/dwelling building is installed by a licensed professional fire protection company. This building is equipped with a Patterson Pump Vertical In-line commercial fire pump rated 45 psi at 150 gpm pump. The water source is a static of 58 psi and a residual of 44 psi with 838 gpm flowing. This fire pump is more than adequate to provide the minimum 674 gpm at 48 psi at the base of the riser in the worst-case hydraulic scenario. Any future deviations from the original plans will be required to be addressed and indicated on record as per NFPA 13 and all local and jurisdictional codes. We certify that the installation and design of this system does meet all requirements and is suitable for the protection and life safety of its tenants.

Sincerely

Kelly Carver, NICET IV, CET 106025
TST Fire Protection, Inc.
801-643-6968



TYP. FLOOR PLAN - LEVELS 2,3,4,5

1-2 BR. P/FL.
 3-1 BR. P/FL.
 12-STUDIO P/FL.
 16 UNITS TOTAL P/FL.

7-units

21 5/8"

Submitted Unit Numbers							
Building #1							
Bedrooms	Floor #1	Floor #2	Floor #3	Floor #4	Floor #5	# of Units	Required
Studio	1	2	2	2	0	7	1 7
1	0	2	2	2	0	6	1.5 9
2	2	4	4	4	0	14	2 28
3	2	3	3	3	4	15	2 30
						42	Parking: 74
Building #2							
Bedrooms	Floor #1	Floor #2	Floor #3	Floor #4	Floor #5	# of Units	Required
Studio	1	2	2	2	0	7	1 7
1	0	2	2	2	0	6	1.5 9
2	2	4	4	4	0	14	2 28
3	2	3	3	3	4	15	2 30
						42	Parking: 74
Building #3							
Bedrooms	Floor #1	Floor #2	Floor #3	Floor #4	Floor #5	# of Units	Required
Studio	1	2	2	2	0	7	1 7
1	0	2	2	2	0	6	1.5 9
2	2	4	4	4	0	14	2 28
3	2	3	3	3	4	15	2 30
						42	Parking: 74
						Total Parking:	222
						Total Available	239
						Total Parking Requirements:	222
						Total Guest Parking:	157.5
						Commercial:	28,932
						Remainder Parking:	27,682
Sq.ft. Commercial 2 spaces/ per 1,000sq.ft.							

Revised Parking Spreadsheet							
# of Units Stay the Same							
Bedrooms	Floor #1	Floor #2	Floor #3	Floor #4	Floor #5	# of Units	Required
Studio	1	2	2	2	0	7	1 7
1	0	2	2	2	0	6	1.5 9
2	2	4	4	4	0	14	2 28
3	2	3	3	3	4	15	2 30
	5	11	11	11	38	42	Parking: 74

Building #2 Revised Floor Plans (Scholz Architects)							
Bedrooms	Floor #1	Floor #2	Floor #3	Floor #4	Floor #5	# of Units	Required
Studio	5	12	12	12	12	53	1 53
1	2	3	3	3	3	14	1.5 21
2	0	1	1	1	1	4	2 8
	7	16	16	16	16	71	Parking: 82

Building #3 Revised Floor Plans (Scholz Architects)							
Bedrooms	Floor #1	Floor #2	Floor #3	Floor #4	Floor #5	# of Units	Required
Studio	5	12	12	12	12	53	1 53
1	2	3	3	3	3	14	1.5 21
2	0	1	1	1	1	4	2 8
	7	16	16	16	16	71	Parking: 82
						184	

Total Parking: 238

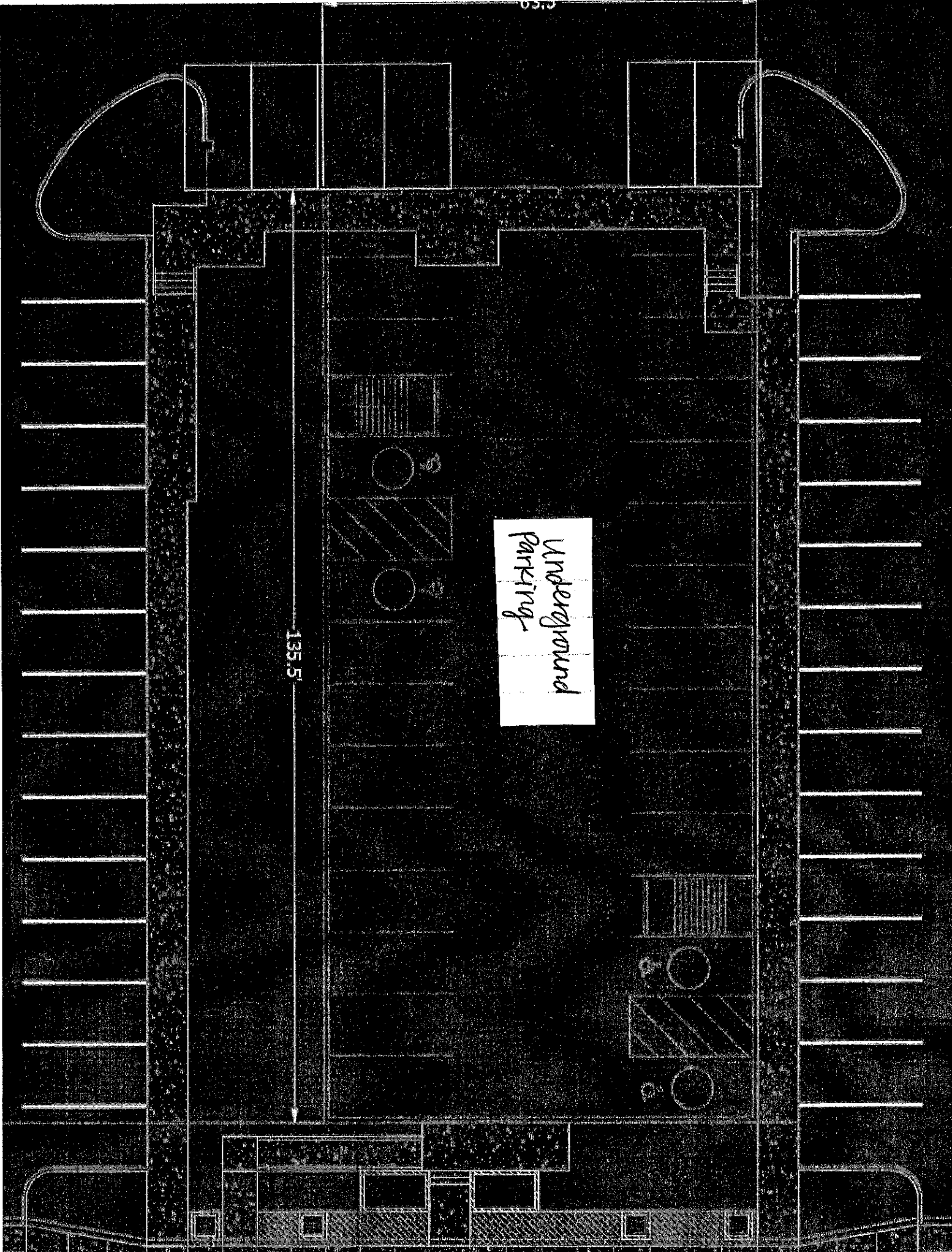
Total Available	292
Total Parking Requirements:	238
Total Guest Parking	23
Commercial	27.048
Extra Parking Stalls	3,952

1 Space per 8 units
4508

Sq.ft. Commercial 2 spaces/ per 1,000sq.ft.

Underground
Parking

135.5'



RESOLUTION NO. 2022-17

**A RESOLUTION APPROVING A MASTER LANDSCAPE MAINTENANCE
AGREEMENT WITH UDOT**

Whereas, Sunset City is a municipal corporation of the State of Utah and the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT," desire to enter into a Master Landscape Maintenance Agreement; and

Whereas, UDOT will allow the City to access state highway right-of-ways at the locations permitted to provide routine care, maintenance and to install approved landscape improvements; and

Whereas, Sunset City will be responsible to maintain landscape improvements within UDOT's right-of-ways during the term of this Agreement; and

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

Approved and adopted by the Sunset City Council this 2nd day of August, 2022.

D Howard Madsen, Mayor

Attest:

Nicole Supp, Recorder



**State of Utah
Department of Transportation**

MASTER LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "UDOT," and **SUNSET CITY**, a political subdivision of the State of Utah, hereinafter referred to as the "City."

RECITALS

WHEREAS, UDOT has state highway right-of-ways that may be used for landscape improvements that UDOT or the City may install in accordance with Utah Code 72-3-109 and Utah Administrative Code R-918-6; and

WHEREAS, the parties may have existing landscape agreements they have previously entered into; however, this Agreement is a new process to establish how future landscape agreements will be implemented.

WHEREAS, the parties are agreeable to enter into a Master Landscape Maintenance Agreement "Agreement" related to currently existing and future landscaped portions of the state highway right-of-ways; and

WHEREAS, UDOT's standard roadside vegetation is defined in the UDOT Aesthetic Guidelines as the establishment of a natural and self-sustaining mixture of grass, forb or shrub species, without the requirement of irrigation, to improve water quality by reducing soil erosion, increase visual quality and reduce invasive and noxious plant establishment. UDOT maintains areas of standard roadside vegetation within state highway right-of-ways through Integrated Roadside Vegetation Management ("IRVM").

WHEREAS, landscape improvements (i.e. decorative landscaping as referenced in Utah Administrative Code R-918-6) are treatments that exceed the UDOT standard roadside vegetation. UDOT does not maintain areas of landscape improvements within state highway right-of-ways.

WHEREAS, this Agreement is made to set forth the terms and conditions where landscape improvements shall be installed and maintained.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties as follows:

- I. UDOT will allow the City to access state highway right-of-ways at the locations permitted by UDOT through Utah Administrative Code R-930-6 or described in Supplemental Landscape Maintenance Agreements to provide routine care and maintenance and to install approved landscape improvements. All work within the state highway right-of-ways requires approved DOT Personal Protective Equipment and Safety Clothing, as required by UDOT Policy 06E-02. Youth volunteer groups between the ages of 16 and 18 years are allowed to work within the right-of-way when adult supervision is provided.
- II. An encroachment permit is required when any construction or maintenance activity is digging or requires traffic control within the UDOT right-of-way.

- III. The City, through their own maintenance forces or code enforcement, will be responsible to maintain landscape improvements within UDOT's state highway right-of-ways during the term of this Agreement.
- IV. Requirements for replacement of landscape improvements:
 - a. When a UDOT project pays for landscape improvements and after the City has accepted maintenance responsibility, the City shall be required to replace in-kind landscape improvements such as trees or shrubs that have failed to survive.
 - b. When the City pays for landscape improvements and after the City has accepted maintenance responsibility, UDOT may require the City to replace in-kind landscape improvements such as trees or shrubs that have failed to survive.
 - c. The City will coordinate directly with UDOT in the event that the City desires to make changes to the landscape improvement.
- V. For future landscape improvements on UDOT projects within state highway right-of-ways, UDOT will coordinate with the City for final landscape improvement plans. A Supplemental Landscape Maintenance Agreement to this Master Landscape Maintenance Agreement will be required.
- VI. Failure on behalf of the City to abide by the terms established in this Agreement may jeopardize UDOT approval for future landscape improvement projects.
- VII. UDOT will remain the owner of the real properties on which the landscape improvements are installed. If UDOT decides to use its right-of-ways for a project, UDOT will not replace or reimburse the City for the landscape improvements.
- VIII. Initial term of this Agreement will be ten years; then at the end of the ten year period it will be automatically renewed by five year increments unless written notice of termination is given to UDOT by the City at least thirty days prior to expiration of the current term.
- IX. After thirty days of receipt of written notice to terminate the Agreement of one party to the other party, this Agreement will become null and void. If at such time and if required by UDOT, the City will restore the areas of landscape to UDOT standards or pay UDOT to perform this work.
- X. The City may assign this Agreement to another local government with UDOT's prior consent.
- XI. The City and UDOT are both governmental entities as defined in the Utah Governmental Immunity Act (the "Act"). Nothing in this Master Landscape Maintenance Agreement shall be deemed as a waiver by either or both parties of any defenses or protections provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. The City agrees to indemnify, save harmless, and release UDOT from and against any and all loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement, or which damages, injuries, liability, suits, claims and proceedings, including but not limited to, vehicle damage and/or personal injury as a result of crashes caused in whole or in part by City's employees, officers, agents, and contractors, or by improper traffic control that are caused in whole or in part by the City's acts, omissions, failure to act, or negligence of the City's officers, agents, contractors, or employees, except where the claim arises out of UDOT's negligence. This provision shall survive the termination of this Agreement. City shall indemnify UDOT for any losses, damages, injury, liability, claims, suits and proceedings arising out of the landscaping features installed by the City within UDOT's right-of-way.
- XII. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- XIII. This Agreement may be executed in counterparts by the parties.

- XIV. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between the City and UDOT.
- XV. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.
- XVI. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Sunset City				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				Landscape Architect			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller's Office			

RESOLUTION NO. 2022-18

**A RESOLUTION APPROVING OUTSIDE ENGINEERING SERVICES
REIMBURSEMENT AGREEMENT WITH UDOT**

Whereas, Sunset City is a municipal corporation of the State of Utah and the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT," desire to enter into an Agreement where Sunset may hire Outside Engineering Services for the utility work; and

Whereas, UDOT will reimburse Sunset for the actual cost incurred for the Outside Engineering Services.; and

Whereas, the estimated cost of Outside Engineering Services total at \$196,604.10 and UDOT will reimburse 100% of the total cost; and

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

Approved and adopted by the Sunset City Council this 2nd day of August, 2022.

D Howard Madsen, Mayor

Attest:

Nicole Supp, Recorder



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

OUTSIDE ENGINEERING SERVICES REIMBURSEMENT AGREEMENT

THIS OUTSIDE ENGINEERING SERVICES REIMBURSEMENT AGREEMENT, made and entered into by and between the Utah Department of Transportation, ("UDOT") and Sunset City, ("City"). Each as party, ("Party") and together as parties, ("Parties").

RECITALS

Whereas, UDOT is engaged in preparing plans, specifications, and estimates of cost for the construction of a new interchange on the existing freeway and road widening project, identified as I-15; 1800 North Interchange, S-I15-8(157)336, in Davis County, Utah ("Project"); and

Whereas, UDOT has identified City utility facilities ("Facility or Facilities") within the limits of the Project which may necessitate relocation, protection, or adjustment of the Facilities ("Utility Work"); and

Whereas, the City desires to hire a consultant to perform engineering, coordination, review, and inspection of the Utility Work on behalf of the District/City/County ("Outside Engineering Services"); and

Whereas, UDOT will allow the City to hire Outside Engineering Services upon the terms and conditions of this agreement.

This Agreement is made to set out the terms and conditions for Outside Engineering Services that will be performed.

AGREEMENT

Now therefore, the Parties agree as follows:

1. The City will hire Outside Engineering Services for the Utility Work.
2. UDOT will reimburse the City for the actual cost incurred for Outside Engineering Services. The estimated cost of Outside Engineering Services is attached as Exhibit "A" that is incorporated by reference. This is an estimate only. Total payment to the City by UDOT is based on the actual costs incurred as determined after the completion of the Utility Work.

Total Estimated Cost for Outside Engineering Services	\$196,604.10
---	--------------

Total Estimated Cost for Outside Engineering Services Design	\$ 66,543.30
Total Estimated Cost for Outside Engineering Services Construction	\$130,060.80

Total Estimated Amount of UDOT Participation at 100%	\$196,604.10
--	--------------

3. In the event there are changes in the scope of the Outside Engineering Services covered by this Agreement, a modification to this Agreement in writing by the Parties is required prior to the start of Outside Engineering Services on the changes and additions.



Project No. S-115-8(157)336; Davis County
Project Name: I-15; 1800 North Interchange
Sunset City
CID No. 72701 PIN 15682

4. The City shall submit itemized bills covering its actual costs incurred for Outside Engineering Services to:

UDOT Contracts and Compliance Specialist
4501 South 2700 West
Construction Office, Box 148220
Salt Lake City, UT 84114-8220

Itemized bills shall bear the Project and Agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in this Agreement, and be submitted to UDOT within **60 days** following completion of Outside Engineering Services for the City on the Project. Otherwise, previous payments to the City may be considered final, except as agreed to between the Parties in advance.

UDOT will reimburse the City within **60 days** after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the City to submit final billings within **6 months** of the completion of Outside Engineering Services will result in UDOT's disallowance of that portion of Outside Engineering Services performed by the City.

5. UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should this audit disclose that the City has been underpaid, the City will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the City has been overpaid, the City will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of Outside Engineering Services covered herein for a minimum of 3 years after final payment is received by the City from UDOT.
6. All work of the City that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The City shall at all times comply with the Telecommunications Laws. The City hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the City and UDOT, the City hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The City shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the City or its associates is not in compliance with the Telecommunications Laws, the City agrees that it shall promptly notify UDOT of the same and remedy any deficiency.
7. MISCELLANEOUS
 - a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.



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

- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.
- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- g. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- h. The date of this Agreement is the date this Agreement is signed by the last Party.



Project No. S-115-8(157)336; Davis County
Project Name: I-15; 1800 North Interchange
Sunset City
CID No. 72701 PIN 15682

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

Sunset City

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)
.....

Recommended for Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Region Director

Date: _____

Date: _____

Comptroller Office

Title: Contract Administrator

Date: _____

EXHIBIT A

Sunset Engineering Tasks and Cost Summary

July 2022

Project No. S-I15-8(157)336: Davis County

Project Name: I-15; 1800 North Interchange Sunset City CID No. 72701 PIN 15682

Task Title	Personnel	Task Hours	Hourly Fee	Sub-total
A. 1800 North Design - Sunset side (from railroad tracks to Main Street).				
(assume 18 months for design team to complete contract design drawings and contract documents within Sunset City)				
1. Design review meetings:				
Design review meetings: assume 2.5 meetings a month with 5 hours each (1 hour to prepare, 1 to 2 hour meetings and 1 to 2 hours for follow-up/write up)	Project Engineer (Todd Freeman)			
Clerical (1.5 hrs/meeting; 1.5 x 2.5 x 18 = 67.5 hrs)		225	\$89.00	\$20,025.00
Mileage (meetings; say 15 miles r/t for meetings; 2.5 meetings/month 2.5 x 18 month x 15 miles/trip)	Clerical	67.5	\$45.00	\$3,037.50
	Mileage	675	\$0.56	\$378.00
2. Review contract drawings and documents.				
Review plans and construction documents: assume 24 hours/month.	Project Engineer (Todd Freeman)	432	\$89.00	\$38,448.00
Clerical (5 hrs/month; 18 x 5 = 90)	Clerical	90	\$45.00	\$4,050.00
Mileage (site visits; say 15 miles r/t for site visits; 4 site visits/month; 4 x 18 month x 15 miles/trip)	Mileage	1080	\$0.56	\$604.80
1800 North Design - Sunset side:				\$66,543.30

EXHIBIT A

Task Title	Personnel	Task Hours	Hourly Fee	Sub-total
<u>B. 1800 North - Construction Inspection and Management</u> (assume 18 months for construction completion within Sunset City)				
1. Project Construction Administration: (Includes: Weekly progress meetings with the Contractor, design modifications, change orders review, other) (4hrs/wk x 4 wks/month x 18 month).				
Inspections	Project Engineer (Todd Freeman)	288	\$89.00	\$25,632.00
Clerical (5hr/wk x 4wk/mnth x 18 month)	Inspector	36	\$82.00	\$2,952.00
Mileages (weekly mtngs, 15 miles rt/mtng x 4 mtngs/mnth x 18 months)	Clerical	360	\$45.00	\$16,200.00
	Mileage	1080	\$0.56	\$604.80
2. Construction Management:				
Project Engineer	Project Engineer (Todd Freeman)	72	\$89.00	\$6,408.00
Inspections (2hrs/day x 5 day/wk x 4wk/mnth x 18 month)	Project Inspector	720	\$82.00	\$59,040.00
Clerical (5hr/wk x 4wk/mnth x 18 month)	Clerical	360	\$45.00	\$16,200.00
Mileages (daily inspection: 15 miles/day x 5 days/wk x 4 wks/month x 18 months)	Mileage	5400	\$0.56	\$3,024.00
1800 North - Construction Inspection and Management, Subtotal				\$130,060.80
<u>ENGINEERING TASKS AND COST SUMMARY</u>				
1800 North Design - Sunset City engineering fees:				\$66,543.30
1800 North Construction - Sunset City engineering fees:				\$130,060.80
Engineering Tasks and Cost Summary				\$196,604.10

RESOLUTION NO. 2022-19

**A RESOLUTION APPROVING SUNSET CITY'S CULINARY WATER EMERGENCY
RESPONSE PLAN**

Whereas, the Sunset City Council has reviewed the Culinary Water Emergency Response Plan; and

Whereas, the Sunset City Council finds the Plan to be necessary to implement in case of emergency within the City limits;

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

Approved and adopted by the Sunset City Council this 2nd day of August, 2022.

D Howard Madsen, Mayor

Attest:

Nicole Supp, Recorder

Sunset City, Utah
Emergency Response Plan

Sunset City, UT - CWS Emergency Response Plan

CWS and ERP Information

Please fill in the information below as indicated.

PWSID	UTAH 06011
Street Address	200 W 1300 N
City, State Zip Code	Sunset, UT 84015
Phone number	801-979-8913
Population Served	5700
Prepared by	Todd Freeman
Reviewed by	Jason Monroe
Date completed	July 27, 2022

Sunset City, UT - CWS Emergency Response Plan

PLAN DISTRIBUTION

Please fill in the recipient's name and title, the person who gave them the plan and on what date.

RECIPIENT/TITLE		DISTRIBUTED BY	DATE
Mayor,	D. Howard Madsen	Jason Monroe	2 August 2022
Council Member,	Nakisha Rigley	Jason Monroe	2 August 2022
Council Member,	Nancy Smalling	Jason Monroe	2 August 2022
Council Member,	Chad Bangerter	Jason Monroe	2 August 2022
Council Member,	Scott Wiggill	Jason Monroe	2 August 2022
Council Member,	Beverly Macfarlane	Jason Monroe	2 August 2022
Public Works Director,	Jason Monroe	Jason Monroe	1 August 2022
Operations Manager,	Jake Peterson	Jason Monroe	1 August 2022

CHANGE HISTORY

Please describe the changes made to this plan since its original development, who made the changes and on what date the changes were incorporated into this plan.

DESCRIPTION OF CHANGE	NAME/TITLE	DATE
Full Document	CEC Engineering	29 July 2022

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UTILITY INFORMATION

During an incident, you need to have system information about your water utility readily available for your personnel, first responders, repair contractors/vendors, the media, and other response partner agencies.

I Utility Overview

Provide basic information about your utility.

Utility Information	
PWSID	UTAH 06011
Utility name and address	Sunset City Corporation, 200 W 1300 N, Sunset, UT 84015
Owner	Sunset City
Directions to utility from major roadway, include lat./long. coordinates	Interstate-15 to Exit 335. Head West on 650 North. Turn Right on Main Street. Turn Left on 1300 North. LAT: 41°07'58" N, LONG: 112°01'48" W
Total population served and total service connections	5700
Name, title, phone number of primary contact (e.g., ERP Lead)	Jason Monroe, Public Works Director
Alternate contact	Jake Peterson, Operations Manager
Location of treatment, distribution, collection schematics and operation manuals	Sunset City Pulic Works Offices, 432 W 1800 N, Sunset, Utah 84015

Use this checklist to ensure the following additional utility information (as applicable) is included as a part of your ERP.

- ☒ Map of distribution systems
- ☐ Pressure boundary map
- ☐ Process flow diagram
- ☐ Site plans and "as built" drawings for the following components of your system (as applicable):
 - Pumping and storage facilities
 - Reservoir facilities
 - Water treatment facilities
 - Chemical storage locations
 - Booster pump stations
 - Pressure-regulating valve (PRV) sites
- ☐ Distribution system diagrams and instrumentation information

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- ☐ Equipment specifications and operation instructions
- ☐ Emergency power and light generation operation specifications
- ☐ Supervisory Control and Data Acquisition (SCADA) system operation instructions
- ☐ Communications systems operation instructions

ii Personnel Information

Attach your personnel roster here or fill out the table below.

Personnel			
Name and Title	Job Duties and Responsibilities	Contact Information	Emergency Information
Jason Monroe, Public Works Director	Oversee and coordinate all public works maintenance and upkeep.	(801) 979-8913	(801) 668-5312
Jake Peterson, Operations Manager	Assist Public Works Director as required.	(801) 979-8913	(801) 645-1717
Beau Fullmer, Maintenance II	Public Works Maintenance and upkeep.	(801) 979-8913	(801) 695-0575
Brandon Read, Maintenance I	Public Works Maintenance and upkeep.	(801) 979-8913	(801) 513-7995
Damien Walker, Maintenance I	Public Works Maintenance and upkeep.	(801) 979-8913	(801) 726-1875

iii Primary Utility Components

List all the components necessary to maintain effective operation of your utility. Simply add more rows to the tables below if you have additional components. Text in *italics* represents examples – be sure to delete italicized text as necessary as you fill out the tables below and throughout this template.

Wells			
Well Name	Depth/Location	Available Yield	Treatment Requirements/Associated Treatment Plant
Sunset City Well Leased to Weber Basin Water	75 W South of 1800 North	N/A Well Currently Capped	N/A

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Intakes

Intake Name	Depth/Location	Capacity	Treatment Requirements/Associated Treatment Plant
N/A	N/A	N/A	N/A

Treatment Plants

Plant name	Location	Capacity	Treatment Train
N/A	N/A	N/A	N/A

Storage and Distribution System – Tanks, Primary Mains and Pumping Stations

Location	Area Served	Comments
15 W 800 N	Full City (looped)	Connection to Weber Basin Water
870 N Main Street	Full City (looped)	Connection to Weber Basin Water
1800 N Main Street	Full City (looped)	Connection to Weber Basin Water
2400 N Main Street	Full City (looped)	Connection to Weber Basin Water

Treatment Chemical Storage Facilities

Location	Chemical(s)	Comments
N/A	N/A	N/A

Other Key Facilities

Location	Function	Comments
N/A	N/A	N/A

iv Industry Chemical Handling and Storage Facilities

List surrounding chemical production, handling or storage industries that could impact your utility during incidents such as accidental releases, hurricanes or earthquakes.

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Industry Chemical Handling Facilities

Facility Name	Location	Distance	Chemical and Exposure Pathway
Sunset City Public Works	1800 North 432 West	.45 miles west of capped well	Fuel, Oil, Industrial Cleaners, Weed Killer Possibility of surface spill/contamination

Chemical Storage Tanks

Facility Name	Location	Distance	Chemical and Exposure Pathway
Tanner Transmissions – Transmission Shop	1883 N Main Street	0.1 miles north of capped well	New and waste oil storage containers holding transmission fluid and oil. Earthquakes may cause disruption or leaking of the tank.
Charlie's Service Center – RV Service	1901 N Main Street	0.13 miles north of capped well	New and waste oil storage containers holding transmission fluid and oil. Earthquakes may cause disruption or leaking of the tank.
Tesoro – Gas Station	275 W 1300	0.4 miles north of Weber Basin Water connection	Underground storage tanks (UST) holding gasoline. Earthquakes may cause disruption or leaking of the tanks.
Smith's Fuel Center	2353 N Main Street	0.6 miles north of capped well	Underground storage tanks (UST) holding gasoline. Earthquakes may cause disruption or leaking of the tanks.
Maverik Adventure's First Stop – Gas Station	1843 N Main Street	0.05 miles north of capped well	Underground storage tanks (UST) holding gasoline. Earthquakes may cause disruption or leaking of the tanks.

v Safety

List safety materials and important safety information to help protect utility personnel during an incident. You may also reference your utility Health and Safety Plan, if available.

Safety Materials

Type	Location
Personal Air Monitor	Public Works Shop

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Safety Materials

Type	Location
<i>Emergency food and water supplies</i>	Small amount of MRE's stored in basement of Sunset City Offices.
<i>KN-95 Masks(several cases), Nylon Gloves (several cases), Teflon full Body suits(2 each)</i>	Items stored in basement of Sunset City Offices.

Safety Information

Topic	Description
N/A	N/A

vi Response Resources

Provide an inventory of available resources (e.g., equipment, supplies) either maintained on site or readily available off site (e.g., neighboring water system) in the table below, or insert an existing inventory sheet.

Resources

Kind	Type	Quantity	Location
<i>Generator</i>	???	1	<i>Sunset City Offices</i>
<i>Generator</i>	???	1	<i>432 W 1800 N</i>
<i>Fuel</i>	Diesel	250 gal	<i>432 W 1800 N</i>
<i>Fuel</i>	Unleaded	500 gal	<i>432 W 1800 N</i>
<i>Pump</i>	Various Trash Pumps	3±	<i>432 W 1800 N</i>

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vii Key Local Services

Note the closest locations of key logistical and medical services that you or mutual aid and assistance providers may need during an incident. Include a map if available.

Essential Services	
Facility	Location/Description
Hospital	Davis Hospital and Medical Center (1600 W Antelope Drive, Layton, Utah 84041)
Gas station	Tesoro – Gas Station (275 W 1300 N) / Smith's Fuel Center (2353 N Main Street) / Maverik Adventure's First Stop – Gas Station (1843 N Main Street)
Pharmacy	Smith's Pharmacy (2353 N Main Street)
ATM	Tesoro – Gas Station (275 W 1300 N) / Smith's Fuel Center (2353 N Main Street) / Maverik Adventure's First Stop – Gas Station (1843 N Main Street)
Grocery store	Tesoro – Gas Station (275 W 1300 N) / Smith's Fuel Center (2353 N Main Street) / Maverik Adventure's First Stop – Gas Station (1843 N Main Street)

1 RESILIENCE STRATEGIES

This section contains strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system.

1.1 Emergency Response Roles

Describe the roles and responsibilities for key utility and external response partner personnel in the table below. You can add, edit or delete rows as necessary.

Water Utility and Partner Roles		
Name/Title	Emergency Response Role	Responsibilities
D Howard Madsen, Mayor	Emergency Response Lead	Responsible for all incident response activities, including developing strategies and tactics and ordering and releasing resources.
Scott Wiggill, Council Member	Alternate Emergency Response Lead	Perform duties as assigned by ER Lead; assumes duties listed above when ER Lead is not available.
Nicole Supp, City Recorder	Public Information	Responsible for leading the public information effort based on information supplied by either the ER or Alternate ER Lead.
Brett Jamison/Chief of Police	Security	Will provide incident security as needed once notified by ER Lead.

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External Response Partner Roles

Name/Title	Organization	Responsibilities During an Incident
Local Partners		
Davis County Dispatch	County Emergency Management/EOC/911	Field calls, notify appropriate party
Davis County Sheriff's Office	Police	Security
North Davis Fire District	Fire	Fire
Davis County Mitigation Plan	Davis County	Provide and Maintain a living "Pre-Disaster Mitigation Plan"
D Howard Madsen, Mayor	Elected officials	Manage Emergency Response Team
Clearfield City	Neighboring Wastewater utility	Help with management of waste water disposal
Weber Basin Water	Water Utility	Provide Water to Sunset City
Rocky Mountain Power	Power utility	Provide Power to Sunset City
Davis County Health Department	Health department	Water testing and results.
Core & Main	Contractor/vendor	Provide needed supplies for water line repairs
State Partners		
Highway Patrol	Police	Provide support if needed
Federal Partners		
	EPA regional office	Provide support if needed
	FBI field office	Provide support if needed
	CDC	Provide support if needed

1.2 Incident Command System (ICS) Roles

ICS is used to organize both near-term and long-term field-level operations for a broad spectrum of emergencies, from small to complex incidents, both natural and manmade. An ICS Incident Organization Chart (ICS Form 207), available at FEMA's [ICS Resource Center](#), may be completed for your utility and inserted here or attached to your ERP.

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1.3 Communication

Communication during an incident is critical to relay information to employees, response partners and critical customers about potential risks to health, infrastructure, and the environment.

1.3.1 Internal Communication

List all utility emergency response team members, their response role, title and contact information.

Contact List

Name	Role/Title	Phone	Alternate Phone	Email
D Howard Madsen	Mayor	(435)901-4288		hmadsen@sunset-ut.com
Jason Monroe	Public Works Director	(801)979-8913	(801)668-5312	jmonroe@sunset-ut.com
Jake Peterson	Operations Manager	(801)979-8913	(801)645-1717	jakep@sunset-ut.com
Beau Fullmer	Maintenance II	(801)979-8913	(801)695-0575	bfullmer@sunset-ut.com
Brandon Read	Maintenance I	(801)979-8913	(801)513-7995	bread@sunset-ut.com
Damien Walker	Maintenance I	(801)979-8913	(801)726-1875	dwalker@sunset-ut.com

1.3.2 External Response Partner Communication

List all external response partners, their response role or position as well as contact information.

External Response Partner Contact List

Organization or Department	Point Person Name or Position	Phone	Alternate Phone	Email or Website
Local Partners				
County Emergency Management/EOC/911	Dispatcher	(801)451-4150	(801)451-4151	Sunset-ut.com
Police	Davis County Sheriff's Office	(801)451-4100	911	N/A
Fire	North Davis Fire District	(801)525-2850	911	N/A
Davis County	Davis County Public Works	(801)444-2230	N/A	N/A
Elected officials	D Howard Madsen, Mayor	(435)901-4288	N/A	N/A
Neighboring Wastewater utility	Clearfield City	(801)525-4419	(801)525-2806	Jennie.laub@clearfieldcity.org
Water Utility	Weber Basin Water	(801)771-1677	N/A	customerservice@weberbasin.com

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External Response Partner Contact List

Organization or Department	Point Person Name or Position	Phone	Alternate Phone	Email or Website
Power utility	Rocky Mountain Power	(888)221-7070	(877)508-5088	N/A
Health department	Davis County Health Department	(801)525-5000	N/A	N/A
Contractor/vendor	Core & Main	(801)621-6668	N/A	N/A

State Partners

Police	Utah Highway Patrol	(801)393-1136	911	N/A

Federal Partners

EPA regional office	Region 8 Office	(800)424-8802	N/A	EPA.gov
FBI field office	Ogden Field Office	(801)392-7265	N/A	N/A
CDC	Ogden Field Office	(801)627-1333	N/A	N/A

1.3.3 Critical Customer Communication

List critical customers below who should be given priority notification due to their reliance on the water supply either for medical reasons, based on usage, public health mission or because they may serve customers considered to be sensitive sub-populations.

Critical Customer Contact List

Organization or Department	Point Person Name or Position	Contact Instructions	Phone	Alternate Phone	Email or Website
Smiths Food and Drug	Store Manager	Contact Store Directly	(801)825-2279	N/A	Smithsfoodanddrug.com
Archie's Barbershop	Store Manager	Contact Shop Directly	(801)710-7272	N/A	Archiesbarbershop.com
Don's Meats	Store Manager	Contact Store Directly	(801)825-8374	N/A	Donsmeats.com
Ameri-Stay Inn & Suites	Hotel Manager	Contact Main Office Directly	(801)825-9500	N/A	Ameristayclearfield.com

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Critical Customer Contact List

Organization or Department	Point Person Name or Position	Contact Instructions	Phone	Alternate Phone	Email or Website
Sunset Dental Care	Office Manager	Contact Office Directly	(801)773-1533	N/A	dentistsunset.com
Doxey Elementary	Darrin Nash Principal	Contact the School Directly	(801)402-2250	N/A	dnaxh@dsdmail.net
Sunset Jr. High	Tami Oliver Principal	Contact the School Directly	(801)402-6700	N/A	toliver@dsdmail.net
Sunset Elementary	Jodi Rees Principal	Contact the School Directly	(801)402-2550	N/A	jlrees@dsdmail.net
Fremont Elementary	Adell Arvidson Principal	Contact the School Directly	(801)402-2300	N/A	aarvidson@dsdmail.net
Little Rascals Preschool	Owner	Contact Owner Directly	(801)779-2273	N/A	N/A
Sunset City Offices	Linda Youngdell	Contact Office Manager	(801)614-9102	N/A	linday@sunset-ut.com
Sunset City Public Works Department	Jason Monroe	Contact Public Works Main Office	(801)979-8913	(801)668-5312	jmonroe@sunset-ut.com
Davis and Weber Counties Canal Company	Rick Smith	Contact Main Office Directly	(801)774-6373	N/A	rick@davisweber.org

1.3.4 Communication Equipment Inventory

Inventory your utility's communication equipment below.

Communication Equipment

Type	Assigned to	Location	Number/Frequency/Channel
HAM Radios	Police Department	Police Station	10± Frequency to be determined at time of distribution of radios
HAM Radios	Public Works Department	Public Works Office	6± Frequency to be determined at time of distribution of radios

1.4 Media Outreach

List contact information for all media outlets that your utility may coordinate with during notification efforts. Additionally, include existing risk communication procedures, such as composing and delivering messages (e.g. message mapping), or reference an existing Risk Communication Plan.

Contact List

Organization or Department	Point Person Name & Position	Phone	Alternate phone	Email or Website
Utility social media coordinator	Nicole Supp	(801)614-9103	N/A	nsupp@sunset-ut.com

1.5 Public Notification Templates

Insert your templates for public notifications here, or reference where they may be found. Ensure that your templates are consistent with the regulatory requirements for public notification contained in the Public Notification Rule (see 40 CFR 141, Subpart Q) and all relevant state regulations.

2 EMERGENCY PLANS AND PROCEDURES

This section contains plans and procedures that can be implemented in the event of a malevolent act or natural hazard that threatens your utility's ability to deliver safe drinking water.

2.1 Core Response Procedures

Core procedures are the "building blocks" for incident specific response procedures, as they are typically implemented across a broad variety of incidents (e.g., hurricane, earthquake, flood). List all your core procedures here.

Access

Item	Description
Debris clearing	Loader, Dump Trucks, Vac trailer, Sweeper Truck, and Snow Removal equipment.
800 North Alternate route	If over pass for the tracks is not passible a detour five blocks north to 1300 North will be used to access roads to the west of the tracks.

Physical Security

Item	Description
Access control procedures	Physical keys are required to access all buildings and facilities. List of keys and access points maintained at city offices.
Restricted areas	Police department, Court, and Evidence room are restricted areas to be accessed by authorized personnel only.
Evidence protection measures	If an incident is declared a crime scene, strict adherence to police/investigative personnel requirements will be followed.

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Cybersecurity

Item	Description
Disconnect procedure	If possible, disconnect compromised computers from the network to isolate breached components and prevent further damage, such as the spreading of malware.
Notification	In the event of a cyberattack notify Terralogic IT Support, who have been contracted by Sunset City as their IT service provider. The only entity that may have remove connection to the network is Terralogic. Additional resources for cyberattacks include: Department of Homeland Security National Cybersecurity and Communications Integration Center (NCCIC) (888-282-0870 or NCCIC@hq.dhs.gov).
Assess procedure	Assess any damage to utility systems and equipment, along with disruptions to utility operations.
Implementation processes	Open and close valves as necessary to isolate concern area. Notify affected residents as soon as concern is identified.
Documentation	Report any suspicious calls, emails, messages, etc. to Police department, Mayor, and public works director immediately for investigation. All reported items to be documented and retained for at least one year.

Power Loss

Item	Description
Large Generator	Generator for Sunset City Office building including Police Department.
Small Generator	Generator for Public Works Facilities.
Power utility	Priorities will be given to Public buildings such as Schools and Government offices.
Fuel plan	Small reserve fuel tanks are located at Sunset City Public Works Facility. Fuel tanks are used and replenished as required.
Maintenance plan	Cummins has been contracted to do upkeep and maintenance for both Sunset City Office and Sunset Public Works Facility backup generators, including oil changes, filters, and load testing.

Emergency Alternate Drinking Water Supplies*

Item	Description
N/A	N/A

* Interconnections are listed and described in Section 3.1

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Sampling and Analysis

Item	Description
Sampling procedures	Trained public works employees take samples twice a month on the 1 st and 3 rd Tuesdays of every month for testing.
Pre-identified sampling locations	Sampling locations are available from Sunset City Public Works Director upon request. A Google Doc has been set up to record locations.
Sampling containers and preservatives	Sampling containers are obtained as needed from the Davis County Health department, to ensure proper sanitation.
Sample collection	Trained public works personnel do all sampling.
Sample transportation	Trained public works personnel transport all samples directly to Davis County Health department immediately following collection of the sample.
Laboratory capabilities	Davis County Health Department is unsure of exact numbers of samples that could be processed. Weber Basin Water is available if samples cannot be processed by Davis County Health Department.
Interpreting results	Davis County Health Department interpret and provide results for all samples provided.

Local Contract/State/Federal Laboratory Contact List

Name	Address	Analytes/Methods	Phone	Email or Website
Chemtech-Ford	9632 S 500 W, Sandy, Utah, 84070	Metals, VOCs and SVOCs	(801)262-7299	N/A

Family and Utility Personnel Well Being

Item	Description
Family disaster plan	Implement your family plan to ensure their well-being during an incident.
Assembly area	To be determined based on the emergency and communicated via social media and door to door communication as required.
Supplies	A small reserve of MRE's and water are stored in the basement of the Sunset City Office Building.
Alternate work and shelter locations	Shelter in place at home. If personnel cannot come to work, work cannot be performed.
Extreme temperatures	Coats, gloves, boots, and breaks as required in cold weather. Ice melt sand and snow removal tools are used during snow season. Appropriate clothing, water bottles, and breaks for hydration as required in hot weather. Water is available at public works facility, parks, and city offices during summer.

2.2 Incident-Specific Response Procedures

Insert applicable Incident-Specific Response Procedures (ISRP's), specialized procedures tailored to an incident type. Incidents may include, but are not limited to, the following:

EPA's website provides a number of incident action checklists (IACs) that you can use to help develop your own ISRPs. EPA also published the Prepared for Contamination in Your Distribution System? guidance that can help you develop a distribution system contamination ISRP.

3 MITIGATION ACTIONS

This section contains actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to your community and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers.

3.1 Alternative Source Water Options and Interconnected Utilities

List information on alternative source water options and interconnected utilities to mitigate impacts during incidents.

3.2 Other Mitigation Actions

List any mitigation procedures or projects implemented at your utility, such as raising facilities and controls or constructing berms to protect against flood damage.

Mitigation Actions

Type	Location	Comments
Earthquake	All facilities	Anchored equipment (e.g., computers, bookshelves) as well as servers, maintenance equipment, and chemical and fuel tanks.

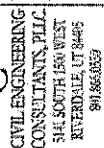
4 DETECTION STRATEGIES

This section contains strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

List the detection strategies and methods your utility uses to aid in the detection of malevolent acts or natural hazards. Also list the corresponding procedure to be used if the threat is detected.

Detection Strategies

Threat	Detection Method	Procedure
Unauthorized entry	Alarm from intrusion detection system	Call 911
Source water contamination	- National Response Center notifications - Notification from 911 for releases resulting from transportation accidents	Coordinate with Weber Basin Water to determine source of contamination.
Distribution system contamination	- Customer complaint surveillance - Public health surveillance	Coordinate with Davis County Health Department to determine source of contamination.
Cyber intrusion	- Automated IT and operation technology (OT) system intrusion detection monitoring - Notification from utility staff	Cyber Incident Action Checklist
Hazardous chemical release	Chlorine gas in air monitors	Call fire department
Power outage	- Notification from energy provider. - Power goes out.	Automatic Generator Start-up



SOL. DATE BY			REVISIONS

2025 FEB 11

DEW

CHECKED:

REF

SUNSET CITY BASE MAP

5411

PROJECT LOCATION

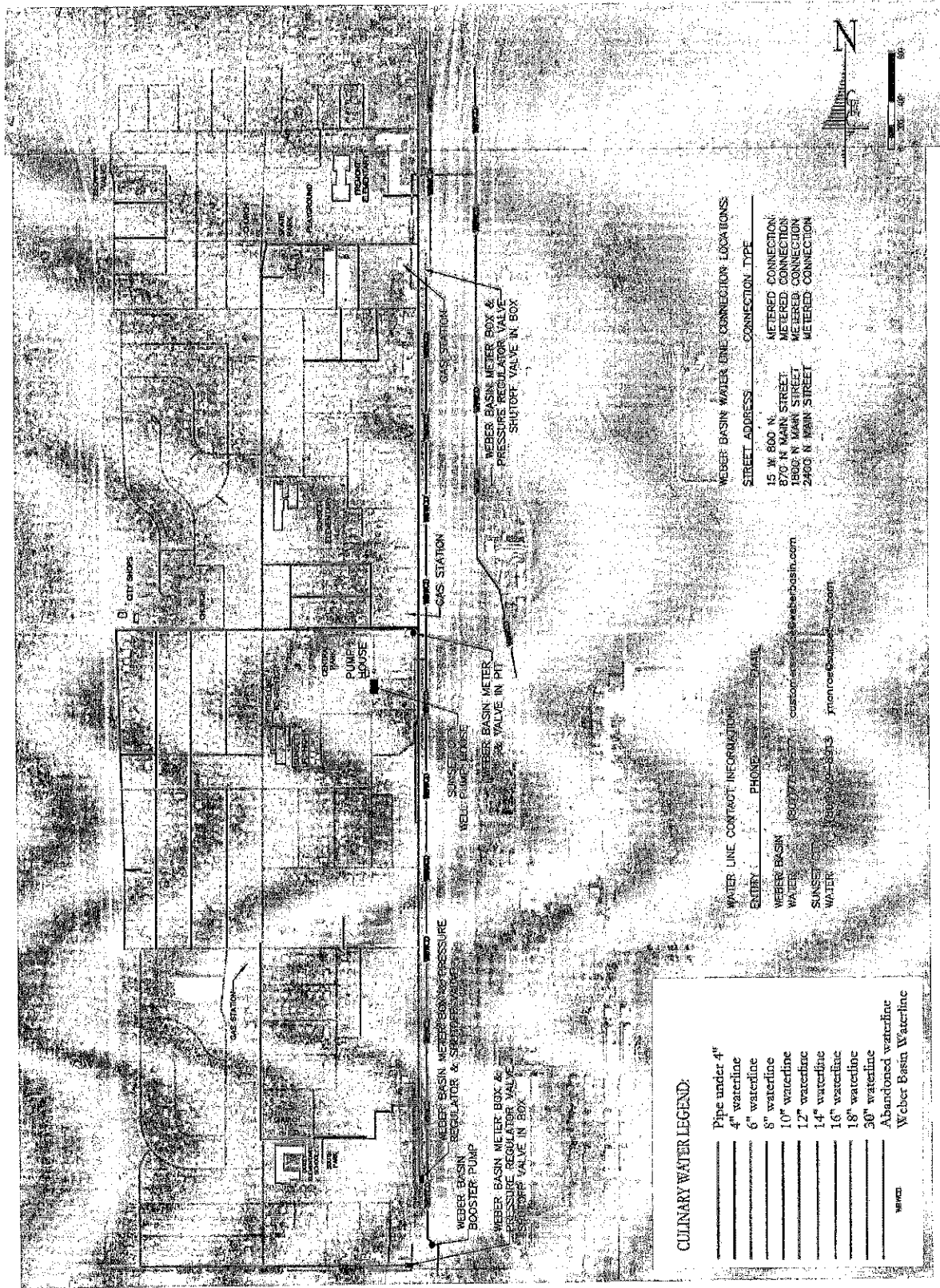
151

SUNSET CITY

PROJECT NUMBER:

1991

Math



CULINARY WATER LEGEND:

Pipe under 4"	
4" waterline	
6" waterline	
8" waterline	
10" waterline	
12" waterline	
14" waterline	
16" waterline	
18" waterline	
30" waterline	
Abandoned waterline	
Water Basin Waterline	
NAME:	