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, September 06, 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 Council Member Macfarlane
C. APPROVAL OF MINUTES – August 02, 2022 and August 16, 2022
D. PUBLIC COMMENTS

1. Consider Development Agreement for Alvey Townhomes
2. Consider Resolution 2022-22 Approving Addendum #3 for the Lofts at Falcon Ridge
3. Consider Resolution 2022-23 Adopting a General Service Contract between Rocky Mountain Power and Sunset City for Service at the Veterans Memorial Park
4. Consider Resolution 2022-24 Adopting a Cost Sharing Agreement between Davis and Weber Canal Company for Improvements Related to the 1300 N Project
5. Mayor, Council and Department Head reports
6. 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 – September 02, 2022

Nicole Supp, Recorder

Minutes of a regular meeting held August 02, 2022 at Sunset City Hall, 200 West 1300 North, Sunset, Utah; Mayor D Howard Madsen presiding.

REGULAR SESSION

Mayor and Council Present:

D Howard Madsen	Mayor
Chad Bangerter	Council Member
Nakisha Rigley	Council Member
Nancy Smalling	Council Member (Arrived during item #3)
Scott Wiggill	Council Member

City Employees Present:

Nicole Supp	Recorder
Linda J. Youngdell	Treasurer/Office Manager
Jason Monroe	Public Works Director
Brett Jamison	Police Chief

Excused:

Beverly Macfarlane	Council Member
Nancy Smalling	Council Member (Excused first half)

Others Present:

Aubry Bennion	UDOT
Greg Davis	UDOT
Michael Griffith	Sunset Resident/Youth Council
Lily Griffith	Sunset Resident/Youth Council
Hope Thompson	Sunset Resident
Joseph Cook	Lofts at Falcon Ridge
Leland Bartlan	Lofts at Falcon Ridge
Laura Penman	Planning Commission Chair
Scott Stevenson	Planning Commission Commissioner

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

Mayor Madsen gave the invocation and led the Pledge of Allegiance.

Approval of Minutes: Council Member Wiggill made a motion to approve the meeting minutes for July 05, 2022 as presented. Council Member Rigley seconded the motion. The motion passed unanimously.

Public Comments:
No public comments.

1. **Presentation about UDOT 1800 North Improved Mobility Project by Greg Davis:** Greg Davis approached the podium and stated to Council he was in attendance to give an overview

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of the construction on the new I-15 interchange project at 1800 North in Sunset. He presented Council with a PowerPoint presentation illustrating the new interchange at 1800 North. The new interchange will include four general purpose lanes, one HOV/Express lane and one auxiliary lane in each direction. 1800 North from the interchange to 250 West will be three lanes each direction with dual left turn lanes at the signalized intersections. 1800 North will be widened to five lanes from 250 West to 2000 West with shoulders and accommodations for active transportation. Mr. Davis spoke regarding the railroad bridge saying it will be a safer configuration for travelers to go over the tracks. He explained 6F funds which are specialized funds from the government in which they have their own special rules to follow, mainly in regards to the piece of park purchased since the use of the land would need to be reformed. Since it would be changing the use of the land they need to follow special mitigation rules which does bring along challenges. Council Member Bangerter asked if the rules were being shared with administration so they are aware of how it will work since some land still needs to be purchased from the City. Mr. Davis said there are a few parcels of lands that will be converted over to park property and will be conveyed to administration when ready for purchase. Mayor Madsen tried to explain when going against the rules of the 6F funding it will take up to a year to complete. In reality a land swap will happen in order to complete the transaction. Mr. Davis explained the schedule for the project. The design efforts and environmental re-evaluation will take place this year up to 2024. There is specific railroad permitting they will need to gain which will be completed in 2024 and finally construction will begin in 2025 and last until 2027. Mr. Davis noted on the other projects in the area for Council to be aware of. The 5600 South project and the 1300 North project will start spring of 2023. 2000 West project will begin fall of 2023. The next slide provided a visual of what the aesthetics and landscape will look like at 1800 North. Council Member Rigley asked if there will be places for pedestrians to cross the road to access the park. UDOT advised there will be crosswalks at the signalized intersections. The next slide had different options for the aesthetics on the bridge walls and barriers. He said UDOT will narrow it down to three options and then will come to the Cities and ask their opinion. Planning Commission Commissioner Stevenson asked if there was going to be an Air Force motif on the bridge. Aubry Bennion from UDOT advised it has been talked about but there is nothing set in stone. Mr. Davis provided contact information for the program. Mrs. Bennion stated the project is so fluid so there is no set in stone aesthetic options as of now. Commissioner Stevenson asked if there will be input from the City on the aesthetics for the rest of the corridor, landscape, park strips and other side treatments not just the bridge. Mr. Davis said of course, the project just isn't that far along yet. Commissioner Stevenson explained he questioned it because the Planning Commission have discussed this in depth to make sure it matches City Code. Planning Commission Chair Laura Penman asked if you are going west will it end up being a U-turn at 250 west for park access. She questioned how the people going west bound will be able gain entree to the park. Mr. Davis said most likely it will be a U-turn in order to gain access but there will also be access in through the Jr. High. Mayor Madsen ended the presentation by voicing as the project moves along more of the questions will be answered. He thanked UDOT for coming. Mrs. Bennion asked when she would be able to put another update in the newsletter. Recorder Supp notified the newsletter is quarterly and she will need to submit her information to her.

2. **Presentation from Planning Commission Chair Laura Penman regarding Form Based Code:** Planning Commission Chair Laura Penman announced she wanted to turn the time over to Planning Commissioner Stevenson to explain the Form Based Code because he was on the Planning Commission when the grant for Form Based Code was awarded. Commissioner Stevenson described Form Based Code as eliminating defined residential zones and brings it to a more general form and fit for a specific overlay area. He said as long as you can fit within the form and the uses available for the area there is less restrictions and limitations on what the developers can do. Commissioner Stevenson said if the City had this Form Based Code it would make it so no additional conditional use permits would be needed for Developers. If they could fit into the Code they wouldn't have an issue. Planning Commission is seeking the Council's approval for the City's $5,000 buy in for the grant. Mayor Madsen asked for an explanation on the match. Chair Penman explained there has always been a $5,000 match the City had to provide for the entirety of the grant to be given. Wasatch Front Regional Council has increased their portion of the grant since inflation but the City's portion has remained the $5,000. Council Member Bangerter asked what additional administrative costs the City will incur moving to Form Based Code. Chair Penman mentioned Wasatch Front Regional Council have their own technical writers to help provide the new ordinances. Treasurer/Office Manager Youngdell advised it will cost money to codify the new ordinances but it is hard to tell how much work administration will have. Council Member Bangerter asked if there have been any cons they can see to move to Form Based Code. Commissioner Stevenson replied he does not think he has completed enough research to find many down sides to the Form Based Code but one thing he can see as a possible concern as developers coming in and wanting to do the basic minimum within the form. He said he doesn't believe it could be too much of an issue because the developers will want to do what they can to make their development profitable. Mayor Madsen commented it would basically eliminate conditional uses. Commissioner Stevenson confirmed it would help clean up the process for both Planning Commission and developers. Mayor Madsen remarked he thinks it is a great idea. Council Member Bangerter said he would like Planning Commission to do more research on the down falls of having Formed Based Code in a small City. Commissioner Stevenson advised he will do his research and also Wasatch Front Regional Council will also be able to help tell if it is a good fit for the City. All Council Members were in agreeance Planning Commission should move forward with the grant.

3. **Discuss Proposed Addendum #3 to The Lofts at Falcon Ridge Development Agreement:** Joseph Cook explained to Council the Addendum #3 is for the unit mix change, additional parking and to have the option to sell the units as condominiums or apartments. He advised the push behind this addendum is due to the market changing and how it has been harder to sell bigger units. Council Member Wiggill questioned if you change the structure do you have a calculation on the increase on population. Leland Bartlan completed the studies previously asked for and notified Council the sewer calculation is based on number of occupants and with the new mix the average household size is 3.04 the sewer calculations have turned out about the same as the first calculations from the prior building. Mayor Madsen advised the City's attorney has reviewed the addendum and said he wanted to make sure the document accurately reflects what the Council agreed to. Mayor Madsen presented the question would Council be okay if Mr. Cook changed the units from condominiums to

apartments. Council Member Bangerter tried to clarify what Mr. Cook was asking for and read aloud the addendum paragraph 4.e. Council Member Bangerter asked Director Monroe if he was satisfied with the new parking as described and Director Monroe concurred. Council Member Rigley asked if changing the units to apartments instead of condominiums if it would be more affordable. Council Member Bangerter said the overall result of changing the units to be rented as apartments still brings the same outcome as if you keep them as condominiums. They are not low income apartments and will not be. Treasurer/Office Manager Youngdell stated there is a limit of the number of condominiums he could rent as apartments. Mr. Cook stated in the original development agreement it does state as part of the FHA only a percentage could be as part of the loan. Recorder Supp asked if Mr. Cook would be the owner of the apartments being rented out. He agreed he would be. Council Member Wiggill asked if there were things needing to be completed before he started phase 2. Mr. Cook said the utility pole does need to be buried before phase 2. Council Member Bangerter asked if he had put a fence up on the North side and Mr. Cook said the posts are up. Recorder Supp asked if he had started to complete the list of items she had requested. Mr. Cook said he is working on the items and some are in progress. Council Member Rigley asked what advantage it gives Mr. Cook to turn the units from condominiums to apartments. Mayor Madsen said if you have the units listed as lease only then no one will purchase them. Mr. Cook said later on down the road the apartments could be changed to a condominium. Mr. Cook said if they are sold as condominiums there will be an HOA to take care of things but if they are apartments the owner will be the person to contact if any issues. Council Member Smalling expressed the need to make sure the buildings look nice if they are converted to apartments. They are on Main Street and are sitting on the front row of the City. Her concern is there is no ownership in apartments; therefore, there could be a decrease in keeping the building looking nice. Council Member Rigley asked what is in it for Mr. Cook. Mr. Cook said he has hopes to transition into long term rentals in hopes to retire someday. If the market changes he plans to take advantage of the opportunity. Director Monroe asked if the addendum is approved is it either apartments or condos or mixed. Mr. Cook clarified by law it can only be an apartment building or condominiums. Council Member Rigley conveyed she would prefer all the buildings remain condominiums. Mr. Bartlan informed each building has an HOA but each HOA is invested in the common area. Council Member Smalling asked if Mr. Cook was concerned about one building having an HOA and one having apartment maintenance. The building with the HOA will most likely get household items fixed faster since they are paying into it and having landlord apartment maintenance it could be slower for items to get fixed. Mr. Cook said he is not concerned and it will just be a function of management and will be okay. Council Member Wiggill asked for clarification of the water and sewer studies. Mr. Bartlan stated the sewer demand will slightly decrease and the water demand will slightly increase. Director Monroe agreed with the statement and reminded Mr. Cook he needs two meters installed. Mayor Madsen asked each members vote on changing the unit mix, removing CC&R's and agreeing to the addendum. All Council present approved to have the proposed addendum finalized except Council Member Rigley.

4. **<u>Consider Resolution 22-17 UDOT Landscape Maintenance Agreement</u>:** Director Monroe expounded on the resolution saying this is a standard agreement, if there is a state road the agreement has to be signed in order for the City to maintain the landscaping. Director

Monroe notified Council the attorney is fine with the agreement and anytime the City has to do work on a state road UDOT needs to be notified. Council Member Wiggill made a motion to approve Resolution 2022-17. Council Member Bangerter seconded the motion. The motion passed unanimously with a roll call vote from Council Members Bangerter, Rigley, Smalling and Wiggill voting yes.

5. **Consider Resolution 22-18 Outside Engineering Cost Reimbursement from UDOT:** Director Monroe explained UDOT will be reimbursing the City for incurred engineering costs from CEC for the 1800 North Project. Council Member Bangerter asked if it was only for the 1800 North Project. Director Monroe stated yes and if there is any reason the amounts projected are higher; UDOT and the City will reconvene to adjust the amount if necessary and approved. Council Member Bangerter made a motion to approve Resolution 2022-18. Council Member Smalling seconded the motion. The motion passed unanimously with a roll call vote from Council Members Bangerter, Rigley, Smalling and Wiggill voting yes.

5. **Consider Resolution 22-19 Approval of Sunset's Culinary Water Emergency Response Plan:** Director Monroe notified Council the current emergency response plan for the culinary water was old and needed to be updated. It is state and federally required by the EPA to have a current and updated plan. Council Member Bangerter made a motion to approve Resolution 2022-19. Council Member Smalling seconded the motion. The motion passed unanimously with a roll call vote from Council Members Bangerter, Rigley, Smalling and Wiggill voting yes.

6. **Discuss Fun Days:** Council Member Rigley voiced her appreciation and proclaimed a job well done. She remarked on the number of residents who showed up and reminded everyone you cannot control how many people show up to participate. Mayor Madsen described Fun Days as being submarined by other local events in the area, so involvement was low this year. Council Member Wiggill aired his disappointment on the attendance to the event. The size of the car show was small and so were the vendors. He said the City did a great job at trying to provide a great event but the participation has fallen short. He said it is sad the community and neighboring communities don't support each other anymore. The comments made on social media about the event were disheartening. You can only provide so much until participation has to be made in order for something to be successful. He remarked on breakfast and the amount of residents who showed up, it was smaller than previous years so it was basically an all you can eat breakfast for $5. He had fun at the event but there was a support issue and has seen a trend on participation getting less and less. If residents don't want to support Fun Days the City and employees can only do so much. Council Member Smalling indicated she had a great time at Fun Days this year. She took advantage of supporting the small businesses who showed up. She enjoyed getting to mingle with the smaller group but was also sad to see less involvement. She feels as if things are changing and maybe people are getting back to the basics or cannot afford to spend money on events. She believes the lack of participation has no reflection on the employees, vendors and City. Everyone did a great job at making Fun Days happen. Council Member Bangerter stated "it is what it is," we can only do the best we can. He observed not one resident came to Council meeting to tell us what could have been done better, in his mind that means we did a good

job. The problem is social media, the people commenting on social media down play everyone and not one of them showed up to explain what the City did wrong. Social media has a way of starting to talk about one thing and multiple things get thrown into the mix to where you don't know what you're talking about by the end. Council Member Bangerter remain strong in his conviction the City did a great job on Fun Days. He commented on Clinton Days and how this year there was a shooting and because of the shooting the City took extra precautions to protect the residents at Fun Days this year. Mayor Madsen said he thinks the City did a good job and it was a shame Fun Days was in competition with other events going on at the time. Council Member Wiggill gave extra credit to the Police Department and Chief Jamison for showing up and increasing security at the park. Council Member Bangerter asked do the residents even know the thought, time and efforts it took into providing more protection for them this year. Council Member Rigley said she doesn't think they do. She said unfortunately, the residents will probably never know the time and hard work it takes everyone to put together Fun Days and appreciates everyone who helped.

7. **Mayor, Council and Department Head Reports:** Mayor Madsen notified Council on September 14th the Jr. High would like to use Central Park for a music event and would like the fee for the school waived. All Council Members present approved the waived fee.

Mayor Madsen relayed the message T-Mobile has provided the City with a notice cancelling their lease. The City attorney has looked over the termination notice and stated T-Mobile has met their part of the agreement and has the right to terminate if they would like. They will be removing their equipment from the cell tower and will be finished in October. The yearly revenue loss to the City will be $2,975. Council Member Wiggill asked which tower he was referring to. Director Monroe clarified it is the tower in Central Park. Mayor Madsen notified Council the second payment from the American Rescue Plan Act funds of $317,416.50 has been awarded to the City on July 27th. Mayor Madsen explained the funds have already been allocated to the Veterans Park and the generators. Director Monroe explained the generator has arrived but he is waiting on installation. Mayor Madsen asked when the generator was received and Director Monroe stated it came two weeks ago.

Council Member Wiggill informed Council on July 14th the Fire District demolished the old Clearfield station. It was a celebration and they had everyone taking a turn at trying to knock some of it down. There is not an estimated time of when the new construction will begin. They have three firefighters and two part time firefighters who have graduated and passed the paramedic exam. Council Member Wiggill said they are doing a great job and are providing the best patient care ever. In the month of June the Fire District had 274 medical calls and 58 fire calls for a total of 332, in July there were 331 medical calls and 86 fire calls for a total of 417; about 90 additional calls in less than a month. Year to date the fire district has been on 2,097 medical and 425 fire calls for a total of 2,522 calls for Sunset for half the year. The firefighters and paramedics are running out of the temporary fire house for now and have been successful in their call times. Council Member Wiggill reiterated how appreciative he was of everyone's efforts in making Fun Days great.

Council Member Rigley announced her appreciation for everyone's hard work who had a hand at making Fun Days successful and commented on how great it was to watch the fireworks from her backyard. She expressed how proud she was of the Youth Council for making an awesome float and taking the time and effort to complete it. She said it was a lot of work but they were dedicated in finishing it. She enjoyed how comfortable she could see them becoming with each other. They are pitching ideas for fundraisers for the future and service projects to bring the community together. Council Member Rigley reported on the progress of the Mental Health Awareness Fair and said it will be bigger than last year and will be a lot of fun. She hopes it brings awareness and provides people in the community resources for their mental health. There has been a new development with the fair and she is hoping to have a raffle, in which the Youth Council will be able to help with. Mayor Madsen stated she is doing a wonderful job on the fair and is looking forward to being there. Council Member Rigley thanked Mayor Madsen, the Youth Council and Director Monroe for all of their help with the fair.

Council Member Bangerter shared with Council he has been working diligently on the landscape in his front yard. There is a different point of view of the City when you're working in the front; typically he works behind his house. For years he has pushed for the Police Officers to wave to the residents when they are out patrolling; he has noticed we as people do not wave, there is no personal communication. While out in the front yard this past week, our newest Officer Joanna Alesana waved to him. She recognized a resident in their yard and added human element to the passing encounter. As Police Officers, Firefighters and even Public Works Employees he feels it is important to wave and have personal communication with the residents in the City. He feels people have gotten so far away from personal contact and communication, if he was talking to someone on social media right now they would not know his emotion behind his words right now, they would not know he is teary eyed talking about something passionate to him. Social media is good for some things but not for personal connection and emotions. Social media is bad for close communities. Council Member Bangerter thanked Chair Penman for explaining tax break downs on social media. He stated if you choose to live in a city you choose to pay for water, sewer, infrastructure and you agree to the terms the elected officials put forth or laws in place by the state. This year his taxes went up $200, it is all part of running a city. He then thanked Chair Penman again. Council Member Bangerter addressed the attacks Council Member Rigley faced on social media for trying to inform residents. He thanked her for always trying to keep residents in the loop. One resident on social media finally said they understand it takes money to run a city. With all of the bad, we need to start standing up for the things that are good and stop complaining about things you cannot change, please do not criticize us on social media, if you are concerned as a resident come here and visit us. Council Member Bangerter remarked on the Veterans Park on social media someone said we do not currently have one but for four years have been trying to build one; nobody came to Council meetings to talk to us. Council Member Bangerter expressed he used to have a hard time saying he loved this City. It's a personal matter, love is a feeling. When he first started this job he realized all of the other members he has worked with loved this City. All of the members who sit on this bench don't always agree but they have a vested interest in this City. We have never had a ton of people in the Council chambers but we used to get a few who would come

and get informed and they have all since passed now. Our society is going a way he feels isn't the best so he encouraged everyone to do your best and do what's right. He shared he loves this City. He has been working for the City for almost twenty years and he won't run again. In his mind and heart he knows it is not what is best for him anymore. He said it is time for someone else to step up and serve. Council Member Bangerter shared how hard it is for him to try to help and serve this community to only see the ugly and bad from social media. When you are a Council Member and you sit on this bench and you do your very best to do what is best for this City to only be criticized for it is too much. He encouraged residents to step up, serve and make it better.

Mayor Madsen reported the debris at the Circle Inn Pizzeria was declared to have asbestos. The disaster cleanup crews have been working with the state to get permitted by the Office of Environmental Quality; which has taken some time but they have a 10 day start time and should be beginning next Monday. The cleanup crew have applied for their permit from the City and signed up for construction water this morning.

Council Member Smalling thanked Council Member Bangerter for the matters he shared. She told a story where a few years ago she had the option to sell her home here in Sunset but because she loves this City she stayed. She feels it is time for her to step away from social media. All of the Council Members here understand taxes and water rates going up; it is a necessary evil, because we live here too. Council Member Smalling conveyed she loves Sunset. She thanked administration for their hard work and how they also get beat up with phone calls from angry residents and for their friendships. Council Member Smalling stated she is gearing up for the Veterans program; she is searching for some speakers and hopes Council Member Bangerter would be able to do a presentation on the park. She would like notifications of any Veterans she may have missed last year; she would like their names so everyone is included. She reported on the old fire station being torn down and said it was the place she met her ex-husband, she taught classes there and had made a lot of history there so it was strange to see a part of her past being demolished. On a happier not she did describe how comical it was to see some of the people try to help tear it down. The North Davis Fire District is one of the busiest in the state and she is grateful for them. She thanked everyone for their hard work.

Chief Jamison voiced his agreeance on the important messages spoken tonight. He addressed Council Member Rigley on what kind of resources she needs from the Police Department for the Mental Health fair coming up. Council Member Rigley advised she will reach out to him with the assistance she will need. Chief Jamison also noted the Code Enforcement Officer has been hired and should be up and going by the end of the week. He finished by notifying Council Davis County farewell to their paramedics program on August 8th at Nichols Park.

Treasurer/Office Manager Youngdell reminded Council the Truth in Taxation public hearing will be on August 16th, at the next Council Meeting. The advertisement has been sent out for the newspaper as well as shows on the water bills. Treasurer/Office Manager Youngdell mentioned the water bills now reflect the new water rates. She requested if Council have questions or if residents are asking questions feel free to direct them to the office so

administration can help with answering. She provided Council with an update on the Chicken permits, as of August there are two permits. She asked if Council knows of residents in their area who have chickens to let them know the ordinance passed and have them come in and fill out a permit. She requested permission to leave Council and Mayor Madsen approved.

Public Works Director Monroe reported the finish date for the Veterans Park completion will be October 30th. 11 days later is Veterans Day so he suggested Council Member Smalling could possibly correlate her Veterans Program with the new park opening. He provided Council with the updates to some of the lines going in; the surveyor completing his part for the walking track, the rock monument, as well as the bathroom will most likely be the first enhancement. Council Member Bangerter mentioned the water leaks on 1800 north. Director Monroe said Public Works have had a few leaks this past week.

Council Member Smalling said in conclusion the City's new website is up and running. She said it looks great and is hoping Recorder Supp could do a tutorial on how to navigate the new site. Mayor Madsen said he appreciates each and every Council Member and stated we are here because we love this City.

Council Member Rigley made a motion to adjourn. Council Member Smalling seconded the motion. The motion passed unanimously.

The meeting adjourned at 8:30 p.m.

Approved – September 20, 2022

D Howard Madsen, Mayor

Nicole Supp, Recorder

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Minutes of a regular meeting held August 16, 2022 at Sunset City Hall, 200 West 1300 North, Sunset, Utah; Mayor D Howard Madsen presiding.

REGULAR SESSION

Mayor and Council Present:

D Howard Madsen	Mayor
Chad Bangerter	Council Member
Nakisha Rigley	Council Member
Nancy Smalling	Council Member
Scott Wiggill	Council Member

City Employees Present:

Nicole Supp	Recorder
Jason Monroe	Public Works Director
Brett Jamison	Police Chief

Excused:

Beverly Macfarlane	Council Member
Linda J. Youngdell	Treasurer/Office Manager

Others Present:

Bambi Gibson	Sunset Resident
LaVere Martin	Sunset Resident
Elaine Martin	Sunset Resident
Hope Thompson	Sunset Resident
Austin-Arlo Doyle	Sunset Resident
Ray Chapman	Sunset Resident
Peige Stevens	Sunset Resident
Neil Coker	Sunset Resident
Michelle Schmitt	Sunset Resident

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The regular session was called to order at 6:32 p.m. by Mayor D Howard Madsen.

Council Member Bangerter gave the invocation and led the Pledge of Allegiance.

Public Hearing: Council Member Bangerter made a motion to move into the Public Hearing. Council Member Rigley seconded the motion. The motion passed unanimously with Council Members Smalling and Wiggill voting yes.

Truth in Taxation Hearing to Solicit Input from Sunset City Residents on the Proposed Property Tax Increase and the Fiscal Year 2023 Budgets: Mayor Madsen read aloud some notes and guidelines saying the public hearing is to give the public an opportunity to speak and be heard. No responses to the comments, questions or concerns will be provided during the hearing. If Council chooses to respond it will be in the regular session. The maximum time for each speaker will be 3 minutes. If you choose to speak please state your name and address for the record. You

must be a Sunset Resident in order to speak. Please comment on the subject at hand and restrain from interrupting others when speaking and be respectful. Mayor Madsen then touched on some budget points for the Fiscal Year 2023. He notified in the General Fund, Utility Fund and Class C Fund budgets it included a 15% COLA for the employees and anticipation for a 9th Police Officer. He explained Sunset City and surrounding cities conducted surveys to see where the employees stood regarding pay. Sunset had some of the lowest paid employees, surrounding cities have went to a 15% COLA and some have went as far as giving the COLA plus bonuses. He noted, we have great employees and it was time to give them the right pay so they don't leave the City. Mayor Madsen mentioned the Utility Fund is $661,470 due to the 1300 North Waterline Project. $447,670 is the waterline cost; therefore, the cost of operations has actually increased $213,000. The cost Sunset has to pay Weber Basin Water for culinary water has increased over $58,000 since last year, so the increase will be passed on to the residents this year in the amount of $3 per month. The cost of garbage has increased $.57 so the main garbage cost will increase $15.57. Mayor Madsen went on to relay the Capital projects include police equipment (tasers, dash cams and interview room equipment) & a vehicle and a public works vehicle, tires for existing vehicles and equipment. (Vehicle lift, dump truck, Port o Cool) totaling $256,415. The City has begun work on a new Veterans Memorial Park to be located behind the City Building, the infrastructure and final costs to complete are $494,200 ($350,000 being used from ARPA Funds). Waterline replacement on 1300 North totaling $560,666. Mayor Madsen shared property taxes have not been raised in 10-12 years. He listed the entities from his own personal tax notice and explained they are charge their own fees at the public hearing today we will only be discussing the City's tax portion and the City's budget. He said for his own tax bill there will be an increase of $13.54 per month. Mayor Madsen listed the water bill residents pay each month covers water which is purchased by the City and the residents reimburse each time they pay their bill, sewer, garbage, storm sewer and dispatch. The water purchase price has been increasing every year and the City typically picks up the cost so the residents don't have to but the City can no longer afford to absorb the cost. The funds are being depleted and in order to catch up and get back on track taxes and water rates must be raised. Mayor Madsen concluded by saying when he first came into office taxes were not raised, he thinks it may have been a disservice to the residents and misguided not to be raising taxes by a small portion each year because now we are faced with a larger increase. It has been a good several years without tax raises but now it is time to get back on track.

Austin-Arlo Doyle, 1959 N 350 W: Mr. Doyle said he understands the City has not raised taxes in years and he truly admires it however, because the current housing prices are highly inflated he has hopes Council could pause the tax increase for a year or two so the housing prices could come down and get back to a normal. With the proposed increase citizens will be paying almost double what they currently pay and he believes a lot of people at this current time cannot handle such a large increase. He thanked Council and returned to his seat.

Michelle Schmitt, 89 W 1550 N: Mrs. Schmitt agrees with Mayor Madsen the City should have been raising taxes for the last several years so this year's increase wasn't so high but when will Council start rebuilding to make this City better. "We live in a ghetto town" Mrs. Schmitt said. Council is proposing we are getting new Police vehicle, Public Works vehicle an air conditioning unit for water department but what are you actually giving to the citizens? Mrs. Schmitt went on

to say during the last snow storm only a strip of the snow was plowed through not the entire street plowed. She asked where the taxes are going to go. She questioned if the taxes were going to go to a park? Mrs. Schmitt thinks the taxes need to go back to the citizens or to beautify Main Street. She asked how is it the City building has better grass and trees than the homes here in the City, is it the tax payers paying to make it look better? When will we start concentrating on making this City better? "Every year Police are getting a new vehicle and public works are getting new equipment, what about us?" asked Mrs. Schmitt.

Hope Thompson, 1613 N 350 W: Mrs. Thompson joked her house was one of the "ghetto" houses in the City. The median income for Sunset is low, we are a poor City. She informed Council $13.54 a month could be the money a mother uses to feed their kids. She hopes the Council will take into consideration the food insecurities the Country is faced with, raising taxes could be harmful for the residents. Mrs. Thompson agreed Public Works and Police need new equipment and vehicles. Mrs. Thompson said she thinks Council is doing this right but feels it is not the right time to be raising taxes.

Neil Coker, 1240 N 450 W: Mr. Coker said he understands Police and Public Works need equipment to perform their jobs but raising taxes he isn't sure if he agrees or disagrees. He believes if the City can manage the budget better some money could be saved. Mr. Coker stated it is the City's responsibility to provide protection and items for Police and Public Works but some could be saved somewhere. Mr. Coker said it is also the City's responsibility to advocate on other boards; the City has a vote on the Fire Districts board and they also raised taxes this year.

Council Member Wiggill made a motion to move back into the Regular Session. Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bangerter and Rigley voting yes.

Regular Meeting:

Approval of Vouchers: Council Member Wiggill made a motion to approve the vouchers for Young Ford in the amount of $35,684.00 for a Police Vehicle. Council Member Bangerter seconded the motion. The motion passed unanimously.

Public Comments: Mayor Madsen commented before turning the time over to the public. He expressed empathy with the residents in regards to raising taxes. Council feels at this time there is not a way to get out of raising taxes. If the City had a major crisis there would not be enough funds to disperse. The resources used for the new infrastructure this year need to be reimbursed back into the funds.

No public comments.

1. **Consider Resolution 2022-20 Adopting the Certified Tax Rate:** Mayor Madsen asked for a motion to adopt the certified tax rate of .001255 for the Fiscal Year 2023. Council Member

Rigley made a motion to approve Resolution 2022-20 and Council Member Smalling seconded the motion.

Council Member Bangerter communicated to the residents present he hated having to pass the resolution but there was a problem. He said the Council is concerned, we all make promises but things turn out different than we thought. Cities are controlled by the state, there are rules the Cities have to follow. Council Member Bangerter also expressed how hurt he was by some of the comments tonight. He stated the Council tries hard to beautify the City; part of the reason we started the Veterans Park was to beautify the empty lot of weeds behind the City building. Council Member Bangerter explained if the park would have been completed two years ago we would have saved money but each year when budget time comes around the Council chooses to hold off another year or Public Works can go without a vehicle but this year is worse. Each year Council tells the departments "no" to items they may need in order to save money but this year we cannot. Council Member Bangerter stated "You elected us to represent you, we appreciate your comments, your voice is not going unheard and we do hear you. Thank you." Council Member Rigley remarked 90 cities in Utah had a tax hike this year. It is happening everywhere, even though we do not like doing this we must. She then indicated she truly believes Public Works does as much as they can to make the City beautiful; they need the proper equipment to make things better for our City. Mayor Madsen voiced the City does not have the legal right to tell a neighbor to tear down their house because it is not beautiful. We can ask them to clean it up. With the drought so bad this year the City can only encourage residents to keep the best care of your yard within the means and restrictions we have been given. It has been a tough year with less water. The City just hired an Ordinance Officer to help. He then said residents have a right to have their house. Mr. Doyle asked to address Council Member Bangerter on the Veterans Park. He declared he would rather not see a memorial to his service go up if it meant taxes being raised. He stated he does not need a park to glorify his service. His hope is the park could be publicly funded. Mayor Madsen responded saying the park will be a place to quietly reflect honoring all who have served and sacrificed, it will be a place not only for the Veterans but for their families. The funds for the park are from the government ARPA and the selling of the property behind the City building monies. Mayor Madsen notified Mr. Doyle the City tried to raise money for 4-5 years to build the park but only reached $700.

The motion passed unanimously with a roll call vote from Council Members Bangerter, Rigley, Smalling and Wiggill voting yes.

2. **Consider Resolution 2022-21 Adopting the Operating Budgets for Fiscal Year 2023:** Mayor Madsen asked for a motion to adopt the operating budgets for the Fiscal Year 2023. Council Member Rigley made a motion to approve Resolution 2022-21 and Council Member Wiggill seconded the motion. The motion passed unanimously with a roll call vote from Council Members Bangerter, Rigley, Smalling and Wiggill voting yes.

3. **Mayor, Council and Department Head Reports:** Mayor Madsen notified Council the burned debris from the fire at The Circle Inn Pizzeria has been cleared. Asbestos had been found in the entire building so the cleanup crew had to apply for permits through the DEQ

Department of Environmental Quality and it took months for them to be obtained. Mayor Madsen conveyed he was happy the mess got cleaned up. He then reported on the townhomes behind the City building. He spoke with the developer and they will be adding grass in the back for a pet area. Mayor Madsen advised the North Davis Fire District had their Truth in Taxation and only two people showed up. He asked how many people are in Sunset. Only 8 people showed up tonight. Where are those people today? Someone from the audience said "They lost trust" Mayor Madsen said the truth is the Council will hear about how terrible they are on Facebook later tonight. There is no participation from the residents. We are here to listen, we have no participation and it is a shame.

Council Member Wiggill informed there is no Fire District meeting until tomorrow so he will have more information on them next Council meeting. Council Member Wiggill expressed gratitude and appreciation for the residents who showed up to the Truth in Taxation meeting today but informed the residents we need them to come to these meetings back when we start discussing the budget to get input and share their opinions. Months of preparation have been spent on the budgets this year and he would like to think the Council chose what was in the best interest of the City and its residents. Council Member Wiggill also touched on the beautification subject brought up in the Public Hearing. He clarified conserving water doesn't mean allowing your weeds to grow three feet tall. Mow your weeds to keep them down, the appearance of your grass doesn't need to be green but it does need to be mowed. If we put a little more effort no water but effort -it will bring more beauty to our City. We all as residents hold a responsibility as far as the homes in the City. Homeowners need to accept responsibility for City beautification as well. If you are a homeowner and you need help fixing things, ask for help; help your neighbors, we can work as a team. We all owe it to our neighbors to be responsible. Your home is a reflection of yourself. Some people do need help, and it is okay to ask for help. We can only do the best we can; I appreciate all of the comments tonight. A little more input prior to the Public Hearing, more suggestions at budget time of how to spend and conserve money would be more helpful from the seat I sit on. Everyone is welcome to come to Council meetings; they are published so everyone can come. Someone from the audience said "some people work nights!" Council Member Wiggill said my phone number is on the website; call me I would love to discuss issues and if you have something to share I would be happy to get a phone call from you. This is a reflection of who we are tonight. We expected more residents here tonight to discuss what happened but for the eight of you who showed up I respect you. Council Member Wiggill thanked everyone.

Council Member Rigley announced her appreciation for everyone who showed up tonight. She mentioned since she joined Council there have only been a handful of times when there have been several residents in the audience. Council Member Rigley mentioned eight years ago when she moved to this City her perception of the City was like most, some of the houses aren't as nice and some are really nice but she thinks we have a beautiful City. She said she works closely with the Youth Council and she wants to teach them to be proud of the City we live in. The Youth Council is now made up of nine amazing kids and those kids are our future. She said she doesn't want them growing up thinking they live in a city that is ghetto, even if it's not perfect. I want to teach them to be proud to live in Sunset. Her hope is

by coming together as a community, together we can rebuild trust. If trust was lost at one point she hopes everyone will remember leadership changes so trust can be restored. You should never give up on Council meetings; the Youth Council is working really hard to bring the community together. They are currently working hard on the Mental Health Fair coming up on August 27th from 10am-8pm. It would be a wonderful time for the community to come together in a really vulnerable space and she thinks the community really needs it. Council Member Rigley finished by saying "We are here, we are your neighbors, we care and that is why we do this."

Council Member Smalling thanked the residents who showed up to the meeting tonight. She noted how sad it was to see the City going through a "brown phase" because of the water restrictions but wanted others to remember the green yards will come back. She will be praying for a lot of snow this year! She offered a few suggestions on how to keep it green by not cutting it so short, conserving water by double using the water from showers or dishes and doing bigger loads of laundry. The little thing will help save water but always try to remember we live in a desert. Everyone is struggling with brown patches but she shared how much she loves Sunset. In regards to the City building and park grass, maybe the reason others feel like the City is not doing their best to conserve water is because the City is still maintaining the grass, there are people tending to the lawns, shrubs and trees. The main Public Works employee has a terrible time seeing the brown patches in the parks but he educated himself by learning what kind of fertilizer and best times to water in a drought. The City employees are doing their best while still following the rules. Council Member Smalling announced the reason she believes the Fire District raised taxes is because they had to set up a paramedic program quickly, unfortunately taxes are a necessary evil. It doesn't feel good but there are 90 other entities forced to do the same thing this year. In respects to the Veterans Park she appreciates what was said in regards to the park but what the residents don't know is the Council hears a lot from others "Where is your Veterans Park? Or you don't have a Veterans Park?" The Veterans deserve a park, the City does owe them a thanks. The Veterans a park will be a peaceful place for the Veterans, their family's and anyone who wants to enjoy the park. The parks will be for everyone. Last week, one of the Sunset LDS wards called upon the Fire District and was able to spend time with some of the firefighters and learn from them. Even though the City doesn't have the fire department anymore we do have a wonderful Fire District here for the City. The Mosquito Abatement board also raised their taxes this year. Vehicles for the Mosquito Board and Public Works they are expensive right now, these vehicles get used hard because of the constant need to go to the next spot to take care of something. Currently the wait for vehicles is also long. It's hard having to wait for vehicles necessary to do a job. Council Member Smalling relayed the importance of the City also being a business. When the grocery store raises the price of milk from $1.99 to $2.99 they don't absorb the $1 raise so people can keep paying $1.99, if they did they would go out of business. Unfortunately, the costs of things have gone up, the same concept applies to the City; we are also a business. Council Member Smalling described the significance of helping your neighbors and being kind. You never know who may need help. She finished by saying she loves this City, we didn't want to raise taxes, we understand how you feel as a resident but our City will not be here if we don't do what is necessary.

Council Member Bangerter started off by mentioning Mr. Doyle's statement. He said he came in to say what he needed to say and then left before waiting to hear the Council explain their side of things and the reasons they made the decisions they felt were best for the City. Unfortunately, raising taxes is necessary in order to run a city and Sunset is no longer in a place to absorb the costs of infrastructure or water prices anymore. Council Member Bangerter shared some history with the residents in Mayor Sant's term he was able to reduce taxes and was well liked for it. The next Mayor Jan Gallbrath had big visions of a new City Building. In the old City Building if the Fire Department had left on a call right now you would hit with smelling exhaust from the Council Chambers and would be getting carbon monoxide poisoning. There are reasons behind Council's decisions in the City and we try our best to do what is right. Council Member Bangerter said he got involved, he listened and in 2006 he became Mayor. He was faced with the decision to consolidate with Clinton City because we were in a recession and times were hard. He chose to remove the Recreation Department from the City so the money spent there could be used in other areas. Council Member Bangerter asked how many more things should we give up in this City so your taxes won't go up. Everywhere you go things are costing more. Council Member Bangerter stated "I know what we did tonight was hard but it was the right thing to do." He then explained for beautification in the City, plans are brought to the Planning Commission and they decide how they want the City to look, they decide what they think properties can become. Planning Commission meetings are open to the public. In the next 3-5 years you will see more skyscrapers in the City but what that means is there will be additional residents sharing in the taxes and hopefully it will be less of a burden to the residents. Council Member Bangerter said he doesn't necessarily think they are beautiful but they do change the dynamic. Years ago residents came to Council meeting and said they did not want an exit on 1800 North but now it is out of the City's control and there will be an exit. He said it is interesting to see the comments on the lawns; he at one time wanted professionals to come and take care of the lawn at the City Building and parks but later found out the Public Works Department have been educating themselves on how to maintain, fertilize and water. The Public Works Department is doing a great job with having to follow the same water restrictions as everyone else. The Fire District and Police Department do a wonderful job. We have a great new Police Chief who has been with the City for over 20 years and he is doing a wonderful job. Council Member Bangerter said the City just hired a Code Enforcement Officer and social media went crazy, the City is damned if they do and damned if they don't. Other cities are worse and the Code Enforcement Officer is just doing their job. Council Member Bangerter expressed how proud he is of the City's parks; if you don't know why the Rachael Runyun Park is called that, please do your research. If you don't know why the John G. White Park is called that, please do your research and find out about your community. The City cannot let the parks go during a drought, these are investments and they have to be kept up on. Once 1800 North gets changed Central Park is going to drastically change so the City had to look at investing in another park. The Veterans Park will be a wonderful addition to the beautification in the City and a place where families can come to congregate. Council Member Bangerter said he has a vested interest in the City and he thanked everyone for being here tonight. He communicated the importance of coming to budget meetings, if you see a problem during the budget meeting come to us with a solution or a way out. Then allow us to try to explain if it's valid, there are so many laws the City has to follow. Council Member

Bangerter said the Council is trying their best and if anyone thinks a Council Member gets paid too much for this job he would love to sit down and talk with them. He thanked Mayor Madsen and everyone for coming. Mayor Madsen declared no elected officials get a raise this year.

Chief Jamison shared with Council on the 26th of August is the 40th anniversary of Rachael Runyun's tragedy. Over at the Rachael Runyun Park at 11am; he has been asked to be a guest speaker and feels honored to be able to speak for them. There will be a media presence and her family there as a remembrance memorial gathering. He recommended if anyone has a chance to go over to the park, to do so. He noted the reasoning for the gathering starting at 11am is because she disappeared between 11am and noon on the 26th of August 40 years ago. Chief Jamison reported he will be meeting with Rachael's family tomorrow to hear their experiences. He said he started looking at her case in April of this year and is still not all the way through the files. Chief Jamison instructed he will keep persevering to get answers for the family.

Public Works Director Monroe advised he had no new items to discuss during this Council meeting.

Mayor Madsen closed the meeting by thanking everyone for coming and letting them know he appreciated the time they took to be here. He said he wished for more residents to come but conveyed residents could call him anytime.

Council Member Wiggill made a motion to adjourn. Council Member Smalling seconded the motion. The motion passed unanimously.

The meeting adjourned at 7:42 p.m.

Approved – September 6, 2022

DRAFT

D Howard Madsen, Mayor

Nicole Supp, Recorder

DEVELOPER'S AGREEMENT WITH SUNSET CITY
FOR ALVEY TOWNHOMES

THIS AGREEMENT entered into this 6th day of September 2022, between Kevin Burtt and Jui Wen Burtt, of Lehi, County of Utah, State of Utah, hereinafter referred to as Developer, and SUNSET CITY CORPORATION, a municipal corporation of the State of Utah located in Davis County, herein after referred to as the City, hereby agrees as follows:

1. Preliminary. Developer has presented to the Sunset City Planning Commission and the Sunset City Council a proposed final plat for the subdivision of, and construction of Improvements on, certain land in Sunset City to be known as Alvey Town Homes Subdivision. As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of Sunset City.
2. Compliance with Subdivision Standards. Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:
    A. Cut curb for 3 approaches.
    B. Install water meter boxes.

    Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of Sunset City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his decision shall be final and conclusive.

    Developer agrees as consideration for City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

3. Time for Completion and Extension of Time. All of the said off-site improvements shall be fully installed and completed within (1) year, the Sub-divider may apply to the planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

4. Security for Compliance. As security for compliance by Development with the ordinance, rules, regulations, requirements and standards of the City and of Developer's agreements herein stated, Developer has delivered to the City Offices, an acceptable third-party escrow agreement approved by the City Engineer, by the terms of which an acceptable third-party agrees to hold $6,000.00 (which represents the cost of all required improvements as determined by the City Engineer) in escrow for the use of the City in the event of Developer's failure or refusal to install, complete, construct, repair or replace any off-site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. The decision of the City as to whether an improvement needs to be installed, constructed, completed or replaced will be final.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums of deposited in escrow against the said cost of

completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court costs and attorney's fees.

The 10% as above stated, shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the City as to quality and service-ability and shall be held by the City for a period of two (2) years from the time the last improvement needing repair or placement is again accepted. At the end of the two year period, the said 10% shall be returned to Developer provided the off-site improvements have proven to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards, Developer will pay the difference to the City on demand. The City shall not issue any building permits until the improvements needing repair, replacement, etc. are completed and again accepted.

5. Applicability of Ordinance. This agreement does not supersede, but implements the Sunset City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinance.

6. Successors Enforcement. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this

_____ day of _____, 20_____.

_____
DEVELOPER

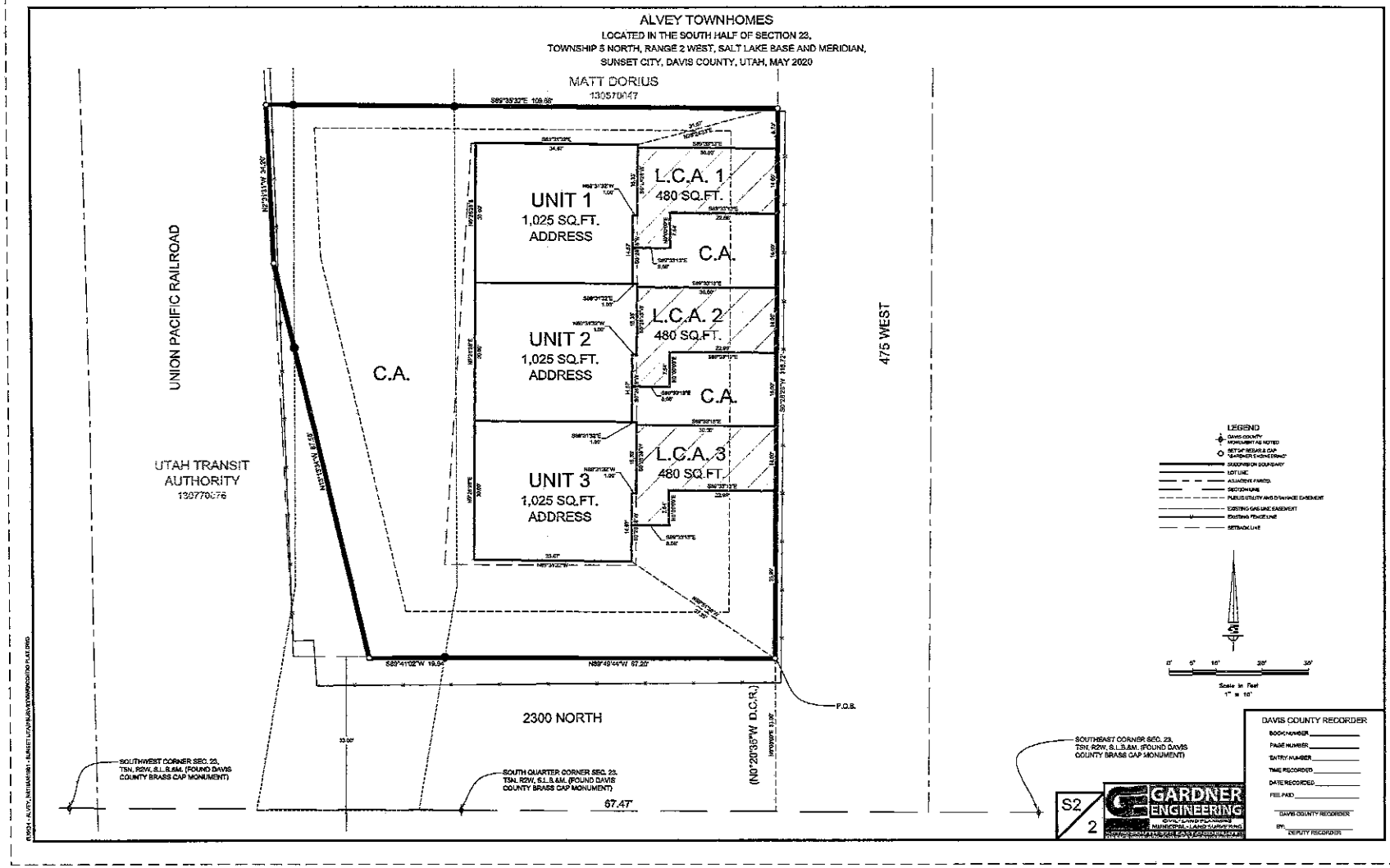
By: _____
Title

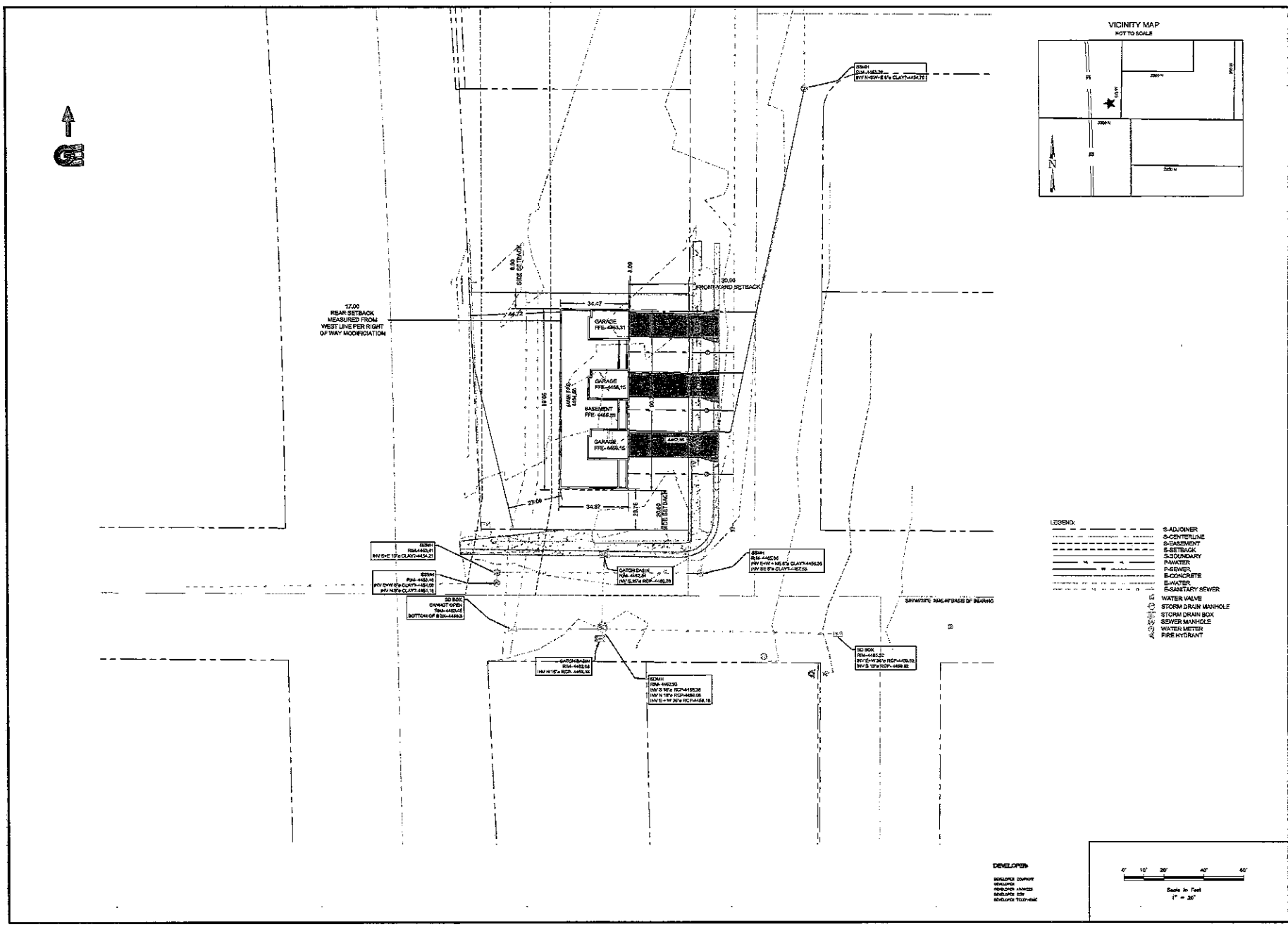
SUNSET CITY CORPORATION

By: _____
Mayor

ATTEST:

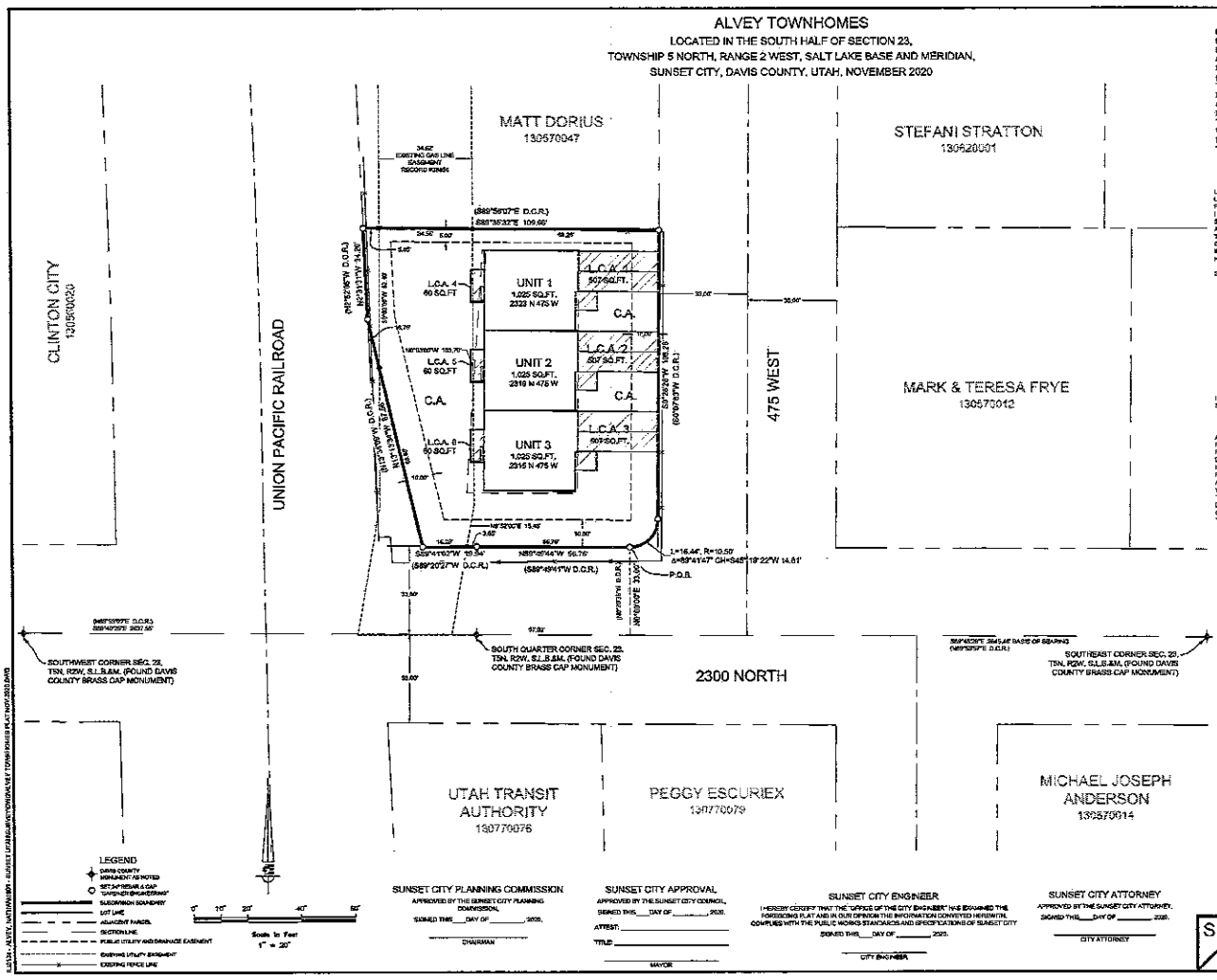
_____
City Recorder


ALVEY TOWNHOMES
LOCATED IN THE SOUTH HALF OF SECTION 23,
TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
SUNSET CITY, DAVIS COUNTY, UTAH, MAY 2020
MATT DORIUS
130570047
UNION PACIFIC RAILROAD
UTAH TRANSIT AUTHORITY
130770076
475 WEST
2300 NORTH
UNIT 1
1,025 SQ.FT.
ADDRESS
UNIT 2
1,025 SQ.FT.
ADDRESS
UNIT 3
1,025 SQ.FT.
ADDRESS
L.C.A. 1
480 SQ.FT.
L.C.A. 2
480 SQ.FT.
L.C.A. 3
480 SQ.FT.
C.A.
C.A.
C.A.
C.A.
P.O.B.
S89°35'32"E 109.56'
S89°41'02"W 19.54'
N89°49'44"W 67.20'
N00°20'35"W (N0°20'35"W D.C.R.)
67.47'
SOUTHWEST CORNER SEC. 23, T5N, R2W, S.L.B.&M. (FOUND DAVIS COUNTY BRASS CAP MONUMENT)
SOUTH QUARTER CORNER SEC. 23, T5N, R2W, S.L.B.&M. (FOUND DAVIS COUNTY BRASS CAP MONUMENT)
SOUTHEAST CORNER SEC. 23, T5N, R2W, S.L.B.&M. (FOUND DAVIS COUNTY BRASS CAP MONUMENT)
LEGEND
Scale in Feet
1" = 10'
DAVIS COUNTY RECORDER
BOOK NUMBER
PAGE NUMBER
ENTRY NUMBER
TIME RECORDED
DATE RECORDED
FEE PAID
DAVIS COUNTY RECORDER
BY:
DEPUTY RECORDER
S2
2
GARDNER ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING


VICINITY MAP
NOT TO SCALE
17.00
REAR SETBACK
MEASURED FROM
WEST LINE PER RIGHT
OF WAY MODIFICATION
SIDE SETBACK
FRONT YARD SETBACK
GARAGE
FFE=4463.31
GARAGE
FFE=4466.15
BASEMENT
FFE=4466.35
GARAGE
FFE=4466.15
SIDE SETBACK
LEGEND:
S-ADJOINER
S-CENTERLINE
S-EASEMENT
S-SETBACK
S-BOUNDARY
P-WATER
P-SEWER
E-CONCRETE
E-WATER
E-SANITARY SEWER
WATER VALVE
STORM DRAIN MANHOLE
STORM DRAIN BOX
SEWER MANHOLE
WATER METER
FIRE HYDRANT
DEVELOPER
Scale in Feet
1" = 20'
REVISIONS
DATE
DESCRIPTION
SCALE 1" = 20'
DATE
DESIGN
DRAWN
CHECKED
GARDNER ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
SITE PLAN
ALVEY TRIPLEX
482 W 2300 N
SUNSET, DAVIS, UTAH
CE1-01

ALVEY TOWNHOMES

LOCATED IN THE SOUTH HALF OF SECTION 23,
TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
SUNSET CITY, DAVIS COUNTY, UTAH, NOVEMBER 2020



BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 2300 NORTH, SAID POINT BEING SOUTH 89°45'26" EAST (N89°53'57"E D.C.R.) 57.62' AND NORTH 0°00'00" EAST (N0°26'36"W D.C.R.) 33.00 FEET FROM THE SOUTH-WEST CORNER OF THE SOUTH-EAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 2 WEST, S.L.B.&M. (BASIS OF BEARINGS) AND RUNNING THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°49'44" WEST (S89°49'41"W D.C.R.) 56.76 FEET; (2) SOUTH 89°41'02" WEST (S89°20'27"W D.C.R.) 19.54 FEET TO THIS EAST RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING (3) COURSES: (1) NORTH 13°13'34" WEST (N13°34'05"W D.C.R.) 67.58 FEET; (2) NORTH 2°31'31" WEST (N2°52'08"W D.C.R.) 34.20 FEET); THENCE SOUTH 89°36'32" EAST (S89°59'07"E D.C.R.) 109.60 FEET TO THE WEST RIGHT OF WAY LINE OF 475 WEST; THENCE SOUTH 0°28'28" WEST (S0°07'53"W D.C.R.) 105.28 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE ALONG THE ARC OF A 10.50 FOOT RADIUS CURVE TO THE RIGHT 16.44 FEET, HAVING A CENTRAL ANGLE OF 89°41'47", AND CHORD BEARING S44°18'22"W 14.81 FEET TO THE POINT OF BEGINNING

CONTAINS 11,952 SF, 0.27 AC.

SURVEYOR'S CERTIFICATE

I, KENT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS ALVEY TOWNHOMES, IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR RESTAKE SAID SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2020.

PROFESSIONAL LAND SURVEYOR 8227228 KENT H. Whitney

KENT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

ALVEY TOWNHOMES

AND HEREBY DEDICATE, GRANT AND CONVEY TO SUNSET CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE), THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY SUNSET CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS, AND ALSO DEDICATE GRANT AND CONVEY ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS LIMITED COMMON AREA (L.C.A.) TO THE INDIVIDUAL UNIT OWNERS WITHIN THIS DEVELOPMENT THE LIMITED COMMON AREA DIRECTLY ADJOINING SAID UNIT, AND ALSO DEDICATE GRANT AND CONVEY TO THE INDIVIDUAL UNIT OWNERS WITHIN THIS DEVELOPMENT ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS COMMON AREA FOR RECREATIONAL USE, AND LANDSCAPING.

SIGNED THIS ____ DAY OF _____, 2020.

TRYGG REAL ESTATE LLC

PRINTED NAME/TITLE

SIGNATURE

ACKNOWLEDGEMENT

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On the ____ day of _____, 2020, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of _____, and that said document was signed by him/her in behalf of said "Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said _____ acknowledged to me that said Corporation executed the same.

STAMP

NOTARY PUBLIC

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY NATHAN ALVEY. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING DAVIS COUNTY SURVEY MONUMENTATION AS SHOWN HEREON. THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 89°36'27" EAST DAVIS COUNTY SURVEY. THE RIGHT-OF-WAY OF 475 WEST STREET WAS ESTABLISHED BY HONORING THE PROJECTED RIGHT-OF-WAY DESIGNATION OF THE RED DELL SUBDIVISION.

SUNSET CITY PLANNING COMMISSION
APPROVED BY THE SUNSET CITY PLANNING COMMISSION.
SIGNED THIS ____ DAY OF _____, 2020.
CHAIRMAN

SUNSET CITY APPROVAL
APPROVED BY THE SUNSET CITY COUNCIL.
SIGNED THIS ____ DAY OF _____, 2020.
ATTEST: _____
TITLE: _____
MAYOR

SUNSET CITY ENGINEER
I HEREBY CERTIFY THAT THE OFFICE OF THE CITY ENGINEER HAS EXAMINED THE FOREGOING PLAT AND IN OUR OPINION THE INFORMATION CONVEYED HEREWITH COMPLIES WITH THE PUBLIC WORKS STANDARDS AND SPECIFICATIONS OF SUNSET CITY
SIGNED THIS ____ DAY OF _____, 2020.
CITY ENGINEER

SUNSET CITY ATTORNEY
APPROVED BY THE SUNSET CITY ATTORNEY.
SIGNED THIS ____ DAY OF _____, 2020.
CITY ATTORNEY

DEVLOPER
NATHAN ALVEY 1404 S LEGEND HILLS DRIVE
#100, (801)754-0809

DAVIS COUNTY RECORDER
BOOK NUMBER: _____
PAGE NUMBER: _____
ENTRY NUMBER: _____
TIME RECORDED: _____
DATE RECORDED: _____
FEE PAID: _____
DAVIS COUNTY RECORDER
BY: _____
DEPUTY RECORDER

S1
2

GARDNER ENGINEERING
CIVIL • LAND • PLANNING
MUNICIPAL • LAND SURVEYING

S:\ESA - ALVEY, NATHAN\001 - SURVEY\DRAWINGS\ALVEY TOWNHOMES PLAT.NOV 2020.DWG

RESOLUTION NO. 2022-22

A RESOLUTION APPROVING ADDENDUM #3 TO THE DEVELOPMENT AGREEMENT FOR THE LOFTS AT FALCON RIDGE

Whereas, Sunset City Corporation, a body Corporate and Politic of the state of Utah (hereinafter "Sunset") and Falcon Hill Development, LLC, a Utah Limited Liability Company (hereinafter "Falcon Hill") (collectively the "Parties") entered into a Development Agreement on or about the 19th day of September, 2019; and

Whereas, on or about the 1st day of October, 2019, the Parties executed the first addendum to the Development Agreement; and

Whereas, on or about the 13th day of January, 2022, the Parties executed the second addendum to the Development Agreement; and

Whereas, on or about the 3rd day of May, 2022, and on or about the 2nd day of August, 2022 the Sunset City Council met in regular sessions and discussed allowing changes to the development agreement upon meeting certain expectations.

Whereas, changes to the agreement includes: increasing the number of units mix/density, the Developer may develop the units as either apartments, or sell the units as condominiums, the Developer shall eliminate the need for shared parking between residential and commercial uses; and

Whereas, to provide the Parties more clarity as to a specific aspect of the development of the Lofts at Falcon Ridge, it has become necessary of the Parties to execute this third addendum to the Development Agreement.

Whereas, the exception for those amendments specifically and particularly noted in the Addendum #3, the remaining terms and provisions of the Development Agreement, including Addendum #1 and Addendum #2 will remain in full force and effect for the Lofts at Falcon Ridge Development.

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 18th day of January, 2022.

_____

D Howard Madsen, Mayor

Attest:

_____

Nicole Supp, Recorder

THE LOFTS AT FALCON RIDGE
DEVELOPMENT AGREEMENT
ADDENDUM #3

THIS ADDENDUM #3 TO THE DEVELOPMENT AGREEMENT (the "Addendum") is made this 6th day of September, 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 6th day of September 2022, 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.

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

By its: _____, _____
Date:_____

ATTEST:

_____
Nicole Supp
City Recorder

FALCON HILL DEVELOPMENT, LLC:

_____
Printed: _____
Date:_____

RESOLUTION NO. 2022-23

A RESOLUTION ADOPTING A GENERAL SERVICE CONTRACT BETWEEN ROCKY MOUNTAIN POWER AND SUNSET CITY FOR SERVICE AT THE VETERANS MEMORIAL PARK.

Whereas, the Sunset City Council desires to enter into a General Service Contract with Rocky Mountain Power, an unincorporated division of PacifiCorp for electrical services provided at the Veterans Memorial Park located at approximately 200 W 1300 N; and,

Whereas, Rocky Mountain Power will provide 120/240 volt, single-phase electric service to Sunset's facilities; and,

Whereas, Rocky Mountain agrees to invest $1,242.93 for improvement costs and Sunset City agrees to pay the remaining amount of $2,696.07 as their portion of the cost of improvements; and,

Whereas, the contract will remain in effect for five (5) years; and,

Whereas, Sunset City agrees to:

a) **Provide legal rights-of-way to Rocky Mountain Power;**
b) **Prepare the rout to Company's specifications;**
c) **Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of ways; and**
d) **Comply with all Company's tariffs, procedures, specifications and requirements.**

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 06th day of September, 2022.

_____
D Howard Madsen, Mayor

Attest:

_____
Nicole Supp, Recorder

(UT Jan2020 - NoAdvRfnd)
Account #:51896286 002
Service ID #:545185719 004
Monthly

Craig Bruestle
C/C: 11456
Request #: 8091295
Contract #:

GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
SUNSET CITY

This General Service Contract ("Contract"), dated August 30, 2022, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Sunset City** ("Customer"), for electric service for Customer's Sunset Park operation at or near 200 W. 1300 N. in Sunset, Utah.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.

2. **Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 3 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

   After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

   Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest $1,242.93 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance") in the amount of $2,696.97, of which the Customer has paid $0.00 for engineering, design, or other advance payment for Company's facilities. **The balance due is $2,696.07**.

Customer provided trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may be subject to refund as calculated using Company standard costs. As per tariff the refund will be 20% of the calculated cost for shared facilities. This extension has no potential TCVR refunds.

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) $22.28 (the **monthly facilities** charge) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules.

5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.

6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

   In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

   If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:

   a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;

   b) Prepare the route to Company's specifications;

   c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,

   d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. **Special Provisions:** None

9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching

and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

10. **Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall

bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.

13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

    Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric

Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. **Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**

18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

SUNSET CITY

By_____
signature

_____ _____
NAME (type or print legibly) TITLE

_____
DATE

ROCKY MOUNTAIN POWER

By_____
signature

Travis Tanner Manager
NAME (type or print legibly) TITLE

_____
DATE

Customer's Mailing Address for Executed Contract

_____
ATTENTION OF

200 W. 1300 N.
ADDRESS

Sunset, Utah 84015
CITY, STATE, ZIP

_____
EMAIL ADDRESS

Rocky Mountain Power's Mailing Address
for Executed Contract

635 N. 1200 W.
ADDRESS

Layton, Utah 84041
CITY, STATE, ZIP

craig.bruestle@rockymountainpower.net
EMAIL ADDRESS

RESOLUTION NO. 2022-24

A RESOLUTION ADOPTING A COST SHARING ARGREEMENT BETWEEN DAVIS AND WEBER CANAL COMPANY AND SUNSET CITY FOR IMPROVEMENTS RELATED TO THE 1300 NORTH PROJECT.

Whereas, the Sunset City Council desires to enter into a Cost Sharing Agreement between Davis and Weber Canal Company and Sunset City for improvements related to the 1300 North road and bridge replacement; and,

Whereas, Sunset City and Davis and Weber Canal Company will share the cost of the Bridge Replacement. Estimated Bridge Replacement cost is $160,000.00; and,

Whereas, Sunset City is responsible for the full Waterline Replacement cost, estimated at $66,000.00; 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 06th day of September, 2022.

_____

D Howard Madsen, Mayor

Attest:

_____

Nicole Supp, Recorder

COST SHARE AGREEMENT

This COST SHARE AGREEMENT ("**Agreement** ") is entered into by and between DAVIS AND WEBER COUNTIES CANAL COMPANY, a nonprofit mutual water company organized and existing under the laws of the State of Utah ("**Company**") and SUNSET CITY, a Utah municipality ("**City**"). Company and City may also be referred to individually as a Party or collectively as the Parties.

RECITALS

WHEREAS, Company is a nonprofit mutual water company which is responsible for the delivery of irrigation water to its members; and,

WHEREAS, Company owns, operates and maintains a water delivery system which includes pipelines, canals and the attendant rights of way; and,

WHEREAS, City is a Utah municipality which owns, operates, and maintains utilities and roadways; and,

WHEREAS, by Agreement dated February 16, 1973, Company granted to City the right to install, operate, and maintain a bridge within a defined right of way at 1300 North over certain property owned by the Company ("**Bridge Agreement**"); and,

WHEREAS, by Agreement dated February 29, 1956, Company granted to City the right to install, operate, and maintain a waterline within a defined right of way at 1300 North over certain property owned by the Company ("**Waterline Agreement**"); and,

WHEREAS, Company is replacing a portion of its canal located on property that is subject to the Bridge Agreement and Waterline Agreement ("**Project**"); and,

WHEREAS, in performing work on the Project, Company determined that replacing the existing bridge would be more efficient hydraulically and it would eliminate the need to transition or connect to the existing structure. The existing bridge subject to the Bridge Agreement must be removed to accommodate the Project ("**Bridge Replacement**"). The Bridge Replacement will require surface improvements at the 1300 North road crossing; and,

In connection with the Bridge Replacement, the City plans to upsize the existing waterline located at 1300 North, and associated with the Waterline Agreement, to a 10" pipeline ("**Waterline Replacement**"); and,

WHEREAS, Company and City have agreed, only for purposes of the Project, to equally share the cost of replacement of the existing bridge and surface improvements related to the 1300

North road crossing and Bridge Replacement. The City will pay for all costs related to the Waterline Replacement.

AGREEMENT

NOW THEREFORE, based upon these recitals, the obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Cost Share of Bridge Replacement**. Company and City shall share the actual cost of the Bridge Replacement on an equal basis. The estimated cost for the Bridge Replacement is $160,000.00 (assumes 66 ft of box culvert). The City shall pay for all of the Waterline Replacement, estimated at $66,000.00 (assumes 120 ft of pipe and fittings/valves). Company shall be responsible for completing construction work associated with the Project, Bridge Replacement, and Waterline Replacement. Upon completion of the Bridge Replacement and Waterline Replacement, Company will determine the actual costs incurred in removing the bridge, restoring the 1300 North crossing, and replacing the waterline, and shall provide to City an invoice showing (a) the actual cost incurred by the Company to complete the Bridge Replacement; (b) the City's fifty percent (50%) share of the Bridge Replacement cost; and (c) the City's one-hundred percent (100%) share of the Waterline Replacement. Company agrees to provide notice and seek City's prior written approval for any costs greater than 10% above the cost estimated herein. The invoice will be due and payable upon receipt and City shall make payment, in full, to Company no later than thirty (30) days after the date Company delivers the invoice to the City. Company and City have agreed to share costs for purposes of the Bridge Replacement only. In doing so, Company is not accepting or conceding responsibility for any costs, or portion of costs, associated with any future modifications to, or maintenance of, the new bridge, the 1300 North road crossing, or the waterline that do not directly result from this Project.

2. **Existing Agreements**. The Bridge Agreement and Waterline Agreement entered into by the Parties shall remain in full force and effect. It is not the intention of the Parties to terminate the rights or obligations of the Parties under the Bridge Agreement and Waterline Agreement.

3. **Notices**. Any notice, demand, request, consent, approval, or other communication which either Party is required or desires to give under this Agreement shall be made in writing and mailed to the other Party at the address set forth below or at such other address as the Parties may provide from time to time. Such notices shall be mailed by first-class mail, postage prepaid to the Parties as follows:

To Company at:

Richard Smith, General Manager
138 West 1300 North
Sunset, Utah 84015

To Sunset City at:

Sunset City Recorder
Attention: Nicole Supp, City Recorder
200 W. 1300 North
Sunset, Utah 84015

4. **Obligations to Third Parties**. This Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties to any person or entity other than one another.

5. **Governing Law and Venue**. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Utah both as to interpretation and performance. Any action brought under this Agreement shall be brought in the Second Judicial District Court for the State of Utah, Farmington Department.

6. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties on the subject matter addressed herein and supersedes any prior understanding, representation, or agreement of the Parties. Any modification to this Agreement must be confirmed in writing and signed by both Parties.

7. **Further Assurances**. The Parties hereto agree to do any act or thing and to execute any additional documents reasonably necessary and proper with the performance of their obligations hereunder and to carry out the intent of the Parties and to effect the provisions of this Agreement.

8. **Attorney's Fees**. In the event that any action or negotiation is required to enforce any of the terms or provision of this Agreement, the prevailing Party in such action or negotiation shall be entitled to payment of its reasonable attorney fees, cost and expenses incurred.

9. **Waiver**. No covenant or condition of the Agreement may be waived by any Party unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute waiver of the covenants or conditions to be performed by the other.

10. **Severability**. If any provision of this Agreement shall be held to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained herein or render the same invalid, inoperative, or unenforceable to any extent.

11. **Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, successors, and assigns.

12. **Captions**. The captions appearing at the commencement of the paragraphs hereto are descriptive only and for convenience of reference. Should there be any conflict between any

such caption and the paragraph at the head of which it appears, the paragraph and not the caption shall control and govern the construction of this Agreement.

13. **Execution in Counterparts**. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

DATED this _____ day of May, 2022.

DAVIS AND WEBER COUNTIES CANAL COMPANY

By: _____

Its: _____

DATED this _____ day of May, 2022.

SUNSET CITY

Attest: _____

Its: City Recorder

By: _____

Its: Mayor