

CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA

Watch live, or at your convenience.

<https://www.youtube.com/c/southwebercityut>

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting commencing at 6:00 p.m. on Tuesday, August 22, 2023, in the Council Chambers at 1600 E. South Weber Dr. followed by a Community Redevelopment Agency Board Meeting.

OPEN (Agenda items may be moved in order or sequence to meet the needs of the Council.)

1. Pledge of Allegiance: Councilwoman Alberts
2. Prayer: Councilman Halverson
3. Public Comment: Please respectfully follow these guidelines.
 - a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
 - b. State your name & city and direct comments to the entire Council (They will not respond).

ACTION ITEMS

4. Consent Agenda
 - a. July 11 Minutes
 - b. July 25 Minutes
 - c. July Checks
5. Ordinance 2023-11: Title 10 Land Use Matrix and Definitions Amendment
- 6. Public Hearing on Surplus Property**
7. Resolution 23-35: Declaring City Property Surplus
8. Offer to Purchase Real Estate
9. ORD 2023-12: Title 10 Chapter 3 Section 3 Term Amendment
10. RES 23-36: City Manager Employment Contract
11. RES 23-37: Crosswinds Development Agreement Amendment
12. Residential Garbage Cart Purchase
13. Waterline Valve Repairs

DISCUSSION ITEMS

14. City Owned Property Future Use

REPORTS

15. New Business
16. Council & Staff
17. Adjourn and Begin South Weber Community Redevelopment Agency (RDA) Board Meeting

RDA BOARD MEETING

1. April 11, 2023 Minutes
2. RDA Resolution 23-03: Designation of a Survey Area and Initiating the Process of Adopting Project Area Plans
3. Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

The undersigned City Recorder for the municipality of South Weber City hereby certifies that a copy of the foregoing notice was mailed/emailed/posted to: City Office building, City Website <http://southwebercity.com/>, Utah Public Notice website <https://www.utah.gov/pmn/index.html>, Mayor and Council, RDA Board and others on the agenda.

DATE: 08-15-2023 **RECORDER/RDA BOARD SECRETARY:** Lisa Smith



SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 11 July 2023

TIME COMMENCED: 6:45 p.m.

LOCATION: South Weber City Office @ 1600 East South Weber Drive, South Weber, UT

PRESENT: MAYOR: Rod Westbroek

COUNCIL MEMBERS: Hayley Alberts
Joel Dills
Blair Halverson
Angie Petty
Quin Soderquist

CITY MANAGER: David Larson

FINANCE DIRECTOR: Mark McRae

COMMUNITY SERVICES DIR: Trevor Cahoon

COMMUNITY SERVICES ASST: Shaelee King

CITY ATTORNEY: Jayme Blakesley

CITY RECORDER: Lisa Smith

Minutes: Michelle Clark

ATTENDEES: Paul Sturm, Preston Lasater, Lynn Wood, Michael Grant, Wayne Winsor, Tim Grubb, and Courtney Flint.

Councilman Soderquist moved to go into a Closed Session held pursuant to the provision of UCA section 52-4-205 (1)(c) Discuss Pending or Reasonably Imminent Litigation and (d) Discuss the Sale of Real Property at 6:01 p.m. Councilman Halverson seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

CLOSED SESSION held pursuant to the provision of UCA section 52-4-205 (1)(c) and (d)

- 1. Discuss Pending or Reasonably Imminent Litigation**
- 2. Discuss the Sale of Real Property**

Mayor Westbroek called the meeting to order and welcomed those in attendance.

3. Pledge of Allegiance: Councilman Halverson

4. Prayer: Mayor Westbrook

5. Public Comment: Please respectfully follow these guidelines.

- a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
- b. State your name & city and direct comments to the entire Council (They will not respond).

Paul Sturm of South Weber City questioned the number of lots for Riverwood Subdivision without a second access.

PRESENTATIONS:

6. Utah Wellbeing Project Survey Report:

South Weber City began participating in the Utah Wellbeing Project at the beginning of this year. Dr. Courtney Flint, Professor of Environment & Society at Utah State University, reported the project goals include: (1) to provide Utah city leaders with information on the wellbeing and perspectives of residents to inform planning processes and decision making, (2) to support comparative research wellbeing, and (3) to bridge efforts by Utah Department of Health, Get Healthy Utah, Utah Department of Transportation, and Huntsman Cancer Institute. Dr. Flint announced a city-wide survey was performed in January 2023 and there were 299 online Qualtrics surveys submitted by residents. She reviewed the results along with acknowledging the underrepresented residents.

Mayor Westbrook and the City Council thanked Dr. Flint for her presentation. Councilwoman Alberts requested including the survey results on the city website.

ACTION ITEMS:

7. Consent Agenda

- a. June 13 Minutes
- b. June Checks
- c. May Budget to Actual

Councilman Soderquist moved to approve the consent agenda as presented. Councilman Halverson seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

8. Resolution 23-30: Declare Ambulance Surplus

The 1998 Ford F-350 ambulance has reached a state of disrepair where it is no longer operational. Extensive repairs would be required to restore it to a functional and reliable emergency vehicle. This ambulance is more than 25 years old, which significantly affects its efficiency, safety, and overall effectiveness in emergency situations. Technological advancements have rendered this model obsolete, making it impractical to invest further resources in its repair.

Councilman Halverson moved to approve Resolution 23-30: Declare Ambulance Surplus. Councilwoman Petty seconded the motion. Mayor Westbrook called for a roll call vote.

Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

The developer requested a continuance on items **9. Ordinance 2023-10: Rezone 0.546 acres from Agriculture (A) to Residential Low Moderate (R-LM) for Riverwood Subdivision located at 75 W South Weber Drive and 10. Resolution 23-31: Riverwood Final Plat**

Councilwoman Petty moved to continue Ordinance 2023-10: Rezone 0.546 acres from Agriculture (A) to Residential Low Moderate (R-LM) for Riverwood Subdivision located at 75 W South Weber Drive and Resolution 23-31: Riverwood Final Plat. Councilwoman Alberts seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

11. Resolution 23-32: Petersen Farms Phase 2 Plat Amendment

On 10 January 2023 the City Council approved the final plats for phases 1 and 2 of Petersen Farms PUD located at 6950 S. 475 E. Developer Tim Grubb found utility connections could be facilitated better with some adjustments requiring the easement location to be moved. The City Planner and City Engineer have reviewed the change and recommend approval.

Councilwoman Petty moved to approve Resolution 23-32: Petersen Farms Phase 2 Plat Amendment. Councilwoman Alberts seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

12. Central Weber Sewer Improvement District Tax Increase

Mayor Westbrook reported Central Weber Sewer Improvement District proposed increasing its property tax revenue. The Central Weber Sewer Improvement District tax on a \$477,000 residence would increase from \$126.19 to \$142.19, which is \$16.00 per year. The Central Weber Sewer Improvement District tax on a \$477,000 business would increase from \$229.44 to \$258.53, which is \$29.09 per year. If the proposed budget is approved, Central Weber Sewer Improvement District would increase its property tax budgeted revenue by 12.87% or \$1,355,000 above last year's property tax budgeted revenue excluding eligible new growth. All concerned citizens may attend a public hearing on 14 August 2023 at 6:00 p.m. at the Admin Building District Offices at 2618 W Pioneer Rd Marriott-Slaterville.

REPORTS:

13. New Business:

Recent accident on South Weber Drive and death of two Davis County Sheriff Officers: Councilman Dills expressed his sympathy with the recent death of two Davis County Sheriff Officers on South Weber Drive.

Controlled Burns: Councilman Dills queried when Fire Chief Tolman will be conducting controlled burns.

14. Council & Staff

Councilman Dills: reported he met with James Durrant concerning the Cedar Cove HOA and the city's responsibilities for the park. He added the Recreation Department summer sports has a lot of participation.

Councilwoman Alberts: announced the Country Fair Days Parade will be August 12th and the Mayor and City Council will be in it. She was not sure if the committee needs the Councils help with serving at the Monday night dinner. Code Committee discussed external accessory dwelling units. She suggested the wellness survey results be shared in the quarterly newsletter.

Councilman Soderquist: updated everyone on the gravel pits and noted there have been improvements in some areas but there is still work to be done in other areas.

Councilwoman Petty: relayed bids went out for the new Public Works Facility. The Municipal Utilities Committee will review the bids. Mayor Westbrook suggested including the mandatory bid meeting on the city website.

Mayor Westbrook: thanked Community Services Assistant Shaelee King for all the activities going on with Parks Month.

City Manager David Larson: thanked the Parks and Recreation Department and reported the City Hall parking lot will be paved next week.

15. Adjourn

Councilwoman Alberts moved to adjourn the City Council meeting at 7:23 p.m. Councilman Soderquist seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

APPROVED: _____

Date 08-22-2023

Mayor: Rod Westbrook

Transcriber: Michelle Clark

Attest:

City Recorder: Lisa Smith

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 25 July 2023

TIME COMMENCED: 6:12 p.m.

LOCATION: South Weber City Office @ 1600 East South Weber Drive, South Weber, UT

PRESENT: MAYOR: Rod Westbroek

COUNCIL MEMBERS: Hayley Alberts
Joel Dills (excused)
Blair Halverson
Angie Petty
Quin Soderquist

CITY MANAGER: David Larson

FINANCE DIRECTOR: Mark McRae

COMMUNITY SERVICES DIR: Trevor Cahoon

COMMUNITY SERVICES ASST: Shaelee King

CITY ATTORNEY: Jayme Blakesley

CITY RECORDER: Lisa Smith

Minutes: Michelle Clark

ATTENDEES: Paul Sturm, Michael Grant, Jeremy Davis, Genneva Blanchard, Bryan Wageman, Mark Larson, Tia Jensen, Raelyn Boman, Derek Tolman, and Joshua Boucher.

1. Pledge of Allegiance: Mayor Westbroek

2. Prayer: Councilman Dills

3. Public Comment: Please respectfully follow these guidelines.

- a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
- b. State your name & city and direct comments to the entire Council (They will not respond).

There was no public comment.

PRESENTATIONS

4. New Employees Introduction

City Manager David Larson reported the previous office assistant took another job, and it was determined to split her 30 hour per week part-time position into two distinct positions, with an

accounts payable clerk at 20 hours and assistant court clerk at 10 hours. He added the city staff is thrilled with Tia and Raelyn, the two new hires. Tia Jensen, started June 26, is the accounts payable clerk and works 9 am to 2 pm Mon-Thurs. Raelyn Boman, started June 29, is the assistant court clerk and works 1:30 pm to 5 pm Tues-Thurs. Mayor Westbroek and the City Council welcomed Tia and Raelyn.

5. Public Works Facility Project Overview

City Manager David Larson presented a brief overview of the new Public Works Facility project beginning with images of the current facility on 2.169 acres. He noted this facility does not meet current needs. In 2020 the city purchased property for a new facility. Currently, an RFP has been put out for a design build and architectural services. There is a mandatory pre-proposal meeting scheduled for Wednesday, July 26th with proposals due on Tuesday, August 22nd at 5:00 p.m. The future site is 6.11 acres with phase 1 to include 3.63 acres. This facility will facilitate high quality public works services.

ACTION ITEMS

6. June 27 Minutes

Councilman Soderquist moved to approve the minutes of 27 June 2023. Councilwoman Alberts seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Alberts, Halverson, Petty, and Soderquist voted aye. The motion carried.

7. Resolution 23-33: Crosswinds Final Plat and Development Agreement

An application for subdividing 5.57 acres at approximately 7750 S 2700 E into two commercial building lots was submitted by Geneva Blanchard. Both the City Planner and the City Engineer have analyzed all forms presented and found all conditions of City Code met and relayed their findings to the Planning Commission. The Planning Commission held a public hearing for the entire subdivision on the 8 June 2023 and gave a favorable recommendation for approval by the City Council.

Community Services Director Trevor Cahoon identified the developer's proposed amendments to the development agreement concerning payment timing. He announced this location will be a staging area for Weber Basin Canal improvements prior to construction. Discussion took place regarding the right-of-way width. Councilman Halverson questioned why the developer is only paying for the sidewalk and not curb and gutter when the width of the road does not meet city standard. City Engineer Brandon Jones acknowledged at the time the road was built it met the ROW width requirement, but it will eventually need to be widened.

Councilwoman Petty moved to approve Resolution 23-33: Crosswinds Final Plat and Development Agreement to include the blue line amendment strike out in Section 4 and amend Section 6 to read "Payment from Developer Lot 1 and Developer Lot 2 shall be required prior to the issuance of building permit." Councilwoman Alberts seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Alberts, Halverson, Petty, and Soderquist voted aye. The motion carried.

8. Resolution 23-34: Emergency Medical Services Physician Medical Director

The current contract with Medical Director Dr. Summer Grace expired in March and needs to be renewed. The contract amount remains the same at \$8,000 per year, paid quarterly with a term until February 28, 2026.

Councilman Soderquist moved to approve Resolution 23-34: Emergency Medical Services Physician Medical Director. Councilwoman Petty seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Halverson, Petty, and Soderquist voted aye. The motion carried.

9. Public Works Staffing

City Manager David Larson reported a city employee recently quit to work for another city which created a need for staffing in the Parks Department. Because the city is growing, there is a long-term need to add two positions with one being a managerial position. Councilman Soderquist discussed the staff being unable to take care of long-term maintenance. Mark Larson added the staffing turnover rate is high. Bryan Wageman identified that tasks are not getting done because of the limited workforce. Mayor Westbrook agreed the need is there. He favored hiring two employees to help and commended those who are trying to keep up while being understaffed. Councilwoman Petty agreed.

Councilwoman Petty moved to approve public works staffing for a parks manager for \$52,000. Councilman Soderquist seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Halverson, Petty, and Soderquist voted aye. The motion carried.

DISCUSSION ITEMS

10. Highway 89 Closure Event Review

The following information is intended to provide additional details of the May 17 incident, facts about the South Weber City transportation network, and a starting point for the Council's discussion.

May 17 Event Timeline:

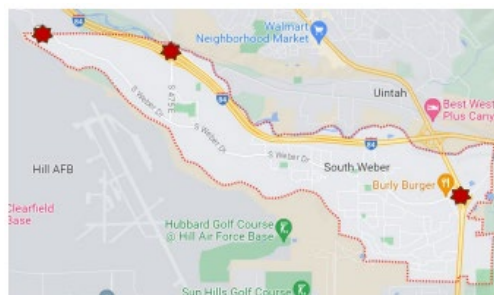
4:00am – Davis County Sheriff's Office (DCSO) dispatched to the scene.

9:15am – US89 closed both directions at SR193 and South Weber Drive

10:45am – After discussions Fire Chief Derek Tolman and Lt. Jason Boydston, City Manager David Larson requested DCSO to move the southbound closure to I-84

2:00pm – US89 re-opened

South Weber City has four daily use roads that provide ingress/egress from the city – US89 NB and SB, 475 East NB, and South Weber Drive WB. Getting onto US89 is one chokepoint so there are effectively three locations to enter/exit the city (see figure below).



South Weber Drive is the only full-length east/west connection across the city and if/when certain points are closed all east/west travel in the city is effectively cut off. Redirecting southbound traffic off US89 and onto South Weber Drive created a need for vehicles to travel through South Weber attempting to navigate southbound again. People unknowingly thought 2700 East would function as a frontage road all the way to Layton and the result was vehicles driving through the city neighborhoods. Vehicles that remained on South Weber Drive were met with major congestion as Connex and Rocky Mountain Power were completing two separate construction projects along the side of the road that required flaggers and traffic was being stopped, increasing the congestion. Approximately 1.5 hours into the road closure, David and Derek discussed the resulting traffic problems and determined that a better solution would be to not let US89 southbound traffic even get to South Weber Drive but reroute at I84 westbound. That route would be much faster for drivers anyway. The call was made to DCSO requesting the change, which was made immediately.

Deputy Joshua Boucher explained reasons for closing US89 and because of staffing requirements decisions were made as to where traffic was diverted. He noted they did their best to get everything managed and open US89 as quickly as possible. Councilman Soderquist questioned what the city can learn from this and what the city can do better (not necessarily DCSO). Mr. Larson pointed out the city's road options are limited when there are emergency situations. He acknowledged there are situations when the city receives phone calls because of the difficulty of traveling east to west. Mayor Westbrook discussed when the traffic was diverted vehicles traveled south on 2700 East not realizing there was no way out and suggested installing "no outlet" signs. Deputy Boucher suggested the city invest in detour signs for the Public Works Department to install during an emergency. Councilman Halverson identified locations where if South Weber Drive is closed there is no access east or west. Mr. Larson expressed the need for and importance of long-term traffic planning in the city. The City Council thanked DCSO for their service.

REPORTS

11. New Business

Youth City Council: Councilwoman Petty announced Councilwoman Alberts is not seeking re-election and therefore the City Council needs to decide who should replace the Council Member assigned to the Youth City Council. Councilman Soderquist expressed if there is a willing parent that is great, but he suggested a member of the Council still serve as well. Mayor Westbrook agreed and requested Councilwoman Petty and Alberts voice their suggestions. He noted if it is difficult to get the youth involved then maybe there should be a rest for a while. Councilwoman Alberts pointed out it is a time commitment with a lack of resources. Councilwoman Petty added it would be ideal to have the Council Member be the liaison and not the coordinator or chairperson. It was decided not to do away with the Youth City Council as they help with city events. Mr. Larson discussed hiring youth as city staff members rather than volunteer.

12. Council & Staff

Councilwoman Alberts: reported the Code Committee met and is still discussing accessory dwelling units and if there should be a cap on them. Country Fair Days is scheduled for August 5-12.

Councilman Soderquist: announced the Parks Committee has been discussing staffing needs and appreciated the approval tonight. He expressed Parsons has a large, exposed area that they are working on and will be re-seeding.

Councilwoman Petty: explained she spoke with Mayor Westbrook and has reached out to the Brent Taylor Foundation about using a flag for the County Fair Days Parade.

Councilman Halverson: relayed the Restoration Advisory Board will meet this Thursday.

City Manager David Larson: noted there will be no City Council meeting August 8th because of Country Fair Days.

Community Services Director Trevor Cahoon: stated the next Planning Commission meeting will also be postponed for Country Fair Days until Wednesday, August 16th.

13. Adjourn

Councilman Soderquist moved to go into a Closed Session held pursuant to the provision of UCA section 52-4-205 (1)(d) discuss the sale of real property at 7:44 p.m. Councilwoman Alberts seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Halverson, Petty, and Soderquist voted aye. The motion carried.

APPROVED: _____ **Date 08-22-2023**
Mayor: Rod Westbrook

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith

Report Criteria:
Report type: GL detail

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/19/23	45908		06/01/23	2023 Association and training dues	1057210	672.00	DAVIS COUNTY FIRE OFFICERS ASSOC.
	Total 45908:					672.00	
07/19/23	45909	AAA FIRE SAFETY & ALARM INC.	06/30/23	Annual Fire Extinguisher Maintenance	1043250	87.95	AAA FIRE SAFETY & ALARM INC.
	Total 45909:					87.95	
07/19/23	45910	AIRGAS USA LLC	06/30/23	Oxygen	1057450	323.92	AIRGAS USA LLC
	Total 45910:					323.92	
07/19/23	45911	AT&T MOBILITY	06/30/23	Telecom Service - June 2023	1057280	148.92	AT&T MOBILITY
07/19/23	45911	AT&T MOBILITY	06/30/23	Telecom Service - June 2023	5140280	125.86	AT&T MOBILITY
07/19/23	45911	AT&T MOBILITY	06/30/23	Telecom Service - June 2023	1070280	112.94	AT&T MOBILITY
07/19/23	45911	AT&T MOBILITY	06/30/23	Telecom Service - June 2023	1060280	66.47	AT&T MOBILITY
07/19/23	45911	AT&T MOBILITY	06/30/23	Telecom Service - June 2023	5440280	79.71	AT&T MOBILITY
07/19/23	45911	AT&T MOBILITY	06/30/23	Telecom Service - June 2023	1058280	129.18	AT&T MOBILITY
07/19/23	45911	AT&T MOBILITY	06/30/23	Telecom Service - June 2023	1043280	43.23	AT&T MOBILITY
	Total 45911:					706.31	
07/13/23	45863	Baldwin, Rusty	06/30/23	2023 Q3 Safety Bonus	1070120	50.00	Baldwin, Rusty
	Total 45863:					50.00	
07/13/23	45864	BELL JANITORIAL SUPPLY	06/29/23	Toilet paper and soap	1070261	162.02	BELL JANITORIAL SUPPLY
	Total 45864:					162.02	
07/06/23	45854	Birt, Logan	06/01/23	Referee 6/1	2071480	40.00	Birt, Logan
	Total 45854:					40.00	
07/06/23	45855	BLOMQUIST HALE CONSULTING INC.	07/01/23	EAP Coverage - July 2023	1043135	201.65	Blomquist Hale Consulting Inc.

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 45855:						201.65	
07/13/23	45865	Blue Stakes of Utah	06/30/23	Blue Stakes - June 2023 & Annual Membership	5140490	412.30	BLUE STAKES OF UTAH
Total 45865:						412.30	
07/13/23	45866	BOLT AND NUT SUPPLY	07/06/23	Hex Bolts and Hex Nuts	1060250	30.22	BOLT AND NUT SUPPLY
Total 45866:						30.22	
07/31/23	45937	BOLT AND NUT SUPPLY	07/19/23	Carriage Bolts (224), Nuts, (225), Washers, (22	1070261	264.21	BOLT AND NUT SUPPLY
07/31/23	45937	BOLT AND NUT SUPPLY	07/25/23	Carriage Bolts (190), Nuts, (225), Washers, (22	1070261	158.80	BOLT AND NUT SUPPLY
Total 45937:						423.01	
07/31/23	45938	Builder Services Group Inc	07/25/23	Insulation City Hall Attic	4543730	2,797.00	Builder Services Group Inc
Total 45938:						2,797.00	
07/31/23	45939	C & C Construction Containers	06/30/23	Dumpster for city hall remodel	4543730	295.57	C & C Construction Containers
Total 45939:						295.57	
07/31/23	45940	CAL RANCH STORES	07/13/23	Sprayer handle for Fimco Sprayer	1070250	34.99	CAL RANCH STORES
Total 45940:						34.99	
07/31/23	45941	CENTURYLINK	07/10/23	SCADA Data liine - July 2023	5140280	71.31	CENTURYLINK
Total 45941:						71.31	
07/06/23	45856	Chambers Electric	06/30/23	City Hall Remodel	4543730	100.00	Chambers Electric
Total 45856:						100.00	
07/13/23	45867	Christensen, Anders - Attorney-at-Law	07/12/23	Public Defender - 1 case	1042313	175.00	Christensen, Anders - Attorney-at-Law
Total 45867:						175.00	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/13/23	45868	Christensen, Kyle	06/30/23	2023 Q2 Safety Bonus	1070110	100.00	Christensen, Kyle
Total 45868:						100.00	
07/19/23	45912	CHRISTOPHER F ALLRED	06/30/23	Prosecution Services - June 2023	1042313	600.00	CHRISTOPHER F ALLRED
Total 45912:						600.00	
07/13/23	45869	Christy, Korbin Travis	06/27/23	Referee: 6/27/23	2071481	10.00	Christy, Korbin Travis
Total 45869:						10.00	
07/06/23	45857	CINTAS CORPORATION	07/01/23	Zoll plus (defibrillator) agreement City Hall July	1043262	108.00	CINTAS CORPORATION
Total 45857:						108.00	
07/19/23	45913	CINTAS CORPORATION	07/13/23	First Aid - City Office - July 2023	1043262	28.29	CINTAS CORPORATION
Total 45913:						28.29	
07/31/23	45942	CINTAS CORPORATION	07/13/23	First Aid - FAC - July 2023	2071240	38.80	CINTAS CORPORATION
07/31/23	45942	CINTAS CORPORATION	07/17/23	First Aid - FAC - July 2023	2071240	31.84	CINTAS CORPORATION
Total 45942:						70.64	
07/13/23	45870	CINTAS CORPORATION LOC 180	06/28/23	MATS/TOWELS	1060250	19.13	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	06/28/23	Uniform Service-6/28/2023	5240140	11.78	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	06/28/23	Uniform Service-06/28/2023	5140140	23.57	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	06/28/23	Uniform Service-06/28/2023	5440140	11.78	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	06/28/23	Uniform Service-06/28/2023	1060140	23.57	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	06/28/23	Uniform Service-06/28/2023	1070140	47.12	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	06/28/23	Uniform Service-06/28/2023	1058140	23.56	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/05/23	MATS/TOWELS	1060250	19.13	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/05/23	Uniform Service-07/05/2023	5240140	11.78	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/05/23	Uniform Service-07/05/2023	5140140	23.57	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/05/23	Uniform Service-07/05/2023	5440140	11.78	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/05/23	Uniform Service-07/05/2023	1060140	23.57	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/05/23	Uniform Service-07/05/2023	1070140	47.12	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/05/23	Uniform Service-07/05/2023	1058140	23.56	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/12/23	MATS/TOWELS	1060250	19.13	CINTAS CORPORATION LOC 180

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/13/23	45870	CINTAS CORPORATION LOC 180	07/12/23	Uniform Service-07/12/2023	5240140	11.78	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/12/23	Uniform Service-07/12/2023	5140140	23.57	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/12/23	Uniform Service-07/12/2023	5440140	11.78	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/12/23	Uniform Service-07/12/2023	1060140	23.57	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/12/23	Uniform Service-07/12/2023	1070140	47.12	CINTAS CORPORATION LOC 180
07/13/23	45870	CINTAS CORPORATION LOC 180	07/12/23	Uniform Service-07/12/2023	1058140	23.56	CINTAS CORPORATION LOC 180
Total 45870:						481.53	
07/31/23	45943	CINTAS CORPORATION LOC 180	07/19/23	MATS/TOWELS	1060250	19.13	CINTAS CORPORATION LOC 180
07/31/23	45943	CINTAS CORPORATION LOC 180	07/19/23	Uniform Service-07/19/2023	5240140	11.78	CINTAS CORPORATION LOC 180
07/31/23	45943	CINTAS CORPORATION LOC 180	07/19/23	Uniform Service-07/19/2023	5140140	23.57	CINTAS CORPORATION LOC 180
07/31/23	45943	CINTAS CORPORATION LOC 180	07/19/23	Uniform Service-07/19/2023	5440140	11.78	CINTAS CORPORATION LOC 180
07/31/23	45943	CINTAS CORPORATION LOC 180	07/19/23	Uniform Service-07/19/2023	1060140	23.57	CINTAS CORPORATION LOC 180
07/31/23	45943	CINTAS CORPORATION LOC 180	07/19/23	Uniform Service-07/19/2023	1070140	47.12	CINTAS CORPORATION LOC 180
07/31/23	45943	CINTAS CORPORATION LOC 180	07/19/23	Uniform Service-07/19/2023	1058140	23.56	CINTAS CORPORATION LOC 180
Total 45943:						160.51	
07/13/23	45871	City-County Communications & Marketing	07/01/23	Membership Dues	1058210	400.00	City-County Communications & Marketing
Total 45871:						400.00	
07/31/23	45944	City-County Communications & Marketing	07/20/23	Annual Conference Reg & Hotel	1058230	720.00	City-County Communications & Marketing
Total 45944:						720.00	
07/13/23	45872	Clark, Jared	06/30/23	2023 Q2 Safety Bonus	1070110	100.00	Clark, Jared
Total 45872:						100.00	
07/13/23	45873	COLONIAL FLAG SPECIALTY CO INC	06/30/23	Flag Rotation & Repair - Memorial Park June 20	1070261	166.00	COLONIAL FLAG SPECIALTY CO INC
Total 45873:						166.00	
07/13/23	45874	Core and Main	06/22/23	Water meter parts	5140490	476.34	Core and Main
Total 45874:						476.34	
07/31/23	45945	Core and Main	07/07/23	Hydrant Wrench	5140490	69.82	Core and Main

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 45945:						69.82	
07/13/23	45875	CROWN TROPHY	06/30/23	City Hall name plates (2)	1043240	33.00	CROWN TROPHY
Total 45875:						33.00	
07/19/23	45914	DAVIS COUNTY GOVERNMENT	06/30/23	Baliff Services - June 2023	1042317	314.50	DAVIS COUNTY GOVERNMENT
Total 45914:						314.50	
07/31/23	45946	DAVIS COUNTY GOVERNMENT	07/18/23	Fire Dispatch Fees - July 2023	1057370	1,052.68	DAVIS COUNTY GOVERNMENT
Total 45946:						1,052.68	
07/06/23	45858	DE LAGE LANDEN	06/24/23	COPIER MAINT AGREEMENT - SHARP June	1042240	21.57	DE LAGE LANDEN
07/06/23	45858	DE LAGE LANDEN	06/24/23	COPIER MAINT AGREEMENT - SHARP June	1043240	50.32	DE LAGE LANDEN
07/06/23	45858	DE LAGE LANDEN	06/24/23	COPIER MAINT AGREEMENT - SHARP June	5140240	35.95	DE LAGE LANDEN
07/06/23	45858	DE LAGE LANDEN	06/24/23	COPIER MAINT AGREEMENT - SHARP June	5240240	35.94	DE LAGE LANDEN
Total 45858:						143.78	
07/31/23	45947	DE LAGE LANDEN	06/22/23	COPIER MAINT AGREEMENT - SHARP	1042240	21.57	DE LAGE LANDEN
07/31/23	45947	DE LAGE LANDEN	06/22/23	COPIER MAINT AGREEMENT - SHARP	1043240	50.32	DE LAGE LANDEN
07/31/23	45947	DE LAGE LANDEN	06/22/23	COPIER MAINT AGREEMENT - SHARP	5140240	35.95	DE LAGE LANDEN
07/31/23	45947	DE LAGE LANDEN	06/22/23	COPIER MAINT AGREEMENT - SHARP	5240240	35.94	DE LAGE LANDEN
Total 45947:						143.78	
07/13/23	45876	DURKS PLUMBING	07/06/23	4'x250' Landscape Fabric	1070261	116.31	DURKS PLUMBING
07/13/23	45876	DURKS PLUMBING	07/06/23	1 1/2 Three way Auto Valve (3) and 75' Garden	1070261	415.40	DURKS PLUMBING
Total 45876:						531.71	
07/31/23	45948	DURKS PLUMBING	07/18/23	3" PVC Pro-Span Coupling, 3" Ram Bit, Misc. P	1070261	192.28	DURKS PLUMBING
Total 45948:						192.28	
07/13/23	45877	Executech	06/01/23	IT Services - June 2023	1043308	773.00	EXECUTECH
07/13/23	45877	Executech	07/01/23	IT Services - July 2023	1043308	768.00	EXECUTECH

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/13/23	45877	Executech	06/30/23	Antivirus, Backup, Email - June 2023	1043350	1,435.10	EXECUTECH
Total 45877:						2,976.10	
07/19/23	45915	Executech	07/03/23	City Hall wifi upgrate	1043350	217.98	EXECUTECH
Total 45915:						217.98	
07/13/23	45878	FREEDOM MAILING SERVICES INC.	06/30/23	Utility Billing-June 2023	5140370	614.18	FREEDOM MAILING SERVICES INC.
07/13/23	45878	FREEDOM MAILING SERVICES INC.	06/30/23	Utility Billing-June 2023	5240370	427.25	FREEDOM MAILING SERVICES INC.
07/13/23	45878	FREEDOM MAILING SERVICES INC.	06/30/23	Utility Billing-June 2023	5340370	200.28	FREEDOM MAILING SERVICES INC.
07/13/23	45878	FREEDOM MAILING SERVICES INC.	06/30/23	Utility Billing-June 2023	5440370	93.46	FREEDOM MAILING SERVICES INC.
Total 45878:						1,335.17	
07/19/23	45916	Fuel Network - UTAH DGO Fleet Operations	06/30/23	Water	5140256	937.73	Fuel Network - UTAH DGO Fleet Operations
07/19/23	45916	Fuel Network - UTAH DGO Fleet Operations	06/30/23	Streets	1060256	229.11	Fuel Network - UTAH DGO Fleet Operations
07/19/23	45916	Fuel Network - UTAH DGO Fleet Operations	06/30/23	Storm Drain	5440256	129.24	Fuel Network - UTAH DGO Fleet Operations
07/19/23	45916	Fuel Network - UTAH DGO Fleet Operations	06/30/23	Sewer	5240256	217.24	Fuel Network - UTAH DGO Fleet Operations
07/19/23	45916	Fuel Network - UTAH DGO Fleet Operations	06/30/23	Planning	1058256	388.87	Fuel Network - UTAH DGO Fleet Operations
07/19/23	45916	Fuel Network - UTAH DGO Fleet Operations	06/30/23	Parks	1070256	340.38	Fuel Network - UTAH DGO Fleet Operations
07/19/23	45916	Fuel Network - UTAH DGO Fleet Operations	06/30/23	Fire	1057256	402.28	Fuel Network - UTAH DGO Fleet Operations
07/19/23	45916	Fuel Network - UTAH DGO Fleet Operations	06/30/23	Admin	1043256	241.77	Fuel Network - UTAH DGO Fleet Operations
Total 45916:						2,886.62	
07/13/23	45879	GAYLORD, LUTHER	07/06/23	Court Interpreter 07/06/2023 Case 225400811	1042610	45.00	GAYLORD, LUTHER
Total 45879:						45.00	
07/31/23	45949	GAYLORD, LUTHER	07/20/23	Court Interpreter 7/20/2023 Case 225400870	1042610	45.00	GAYLORD, LUTHER
Total 45949:						45.00	
07/13/23	45880	GRAINGER	07/07/23	Impact Driver, Pistol Grip 18VDC	1057250	479.52	GRAINGER
Total 45880:						479.52	
07/31/23	45950	GRAINGER	07/19/23	Angle Grinder, Picnic Tables	1070250	176.00	GRAINGER
07/31/23	45950	GRAINGER	07/20/23	9V Battery (12), Driver Bit Set	1057250	106.39	GRAINGER

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 45950:						282.39	
07/13/23	45881	GREAT BASIN TURF PRODUCTS	06/27/23	Compost 50 lbs	1070261	71.97	GREAT BASIN TURF PRODUCTS
Total 45881:						71.97	
07/31/23	45951	GROUNDWORKS	06/30/23	Aux Building Window and Labor	4557730	574.44	GROUNDWORKS
07/31/23	45951	GROUNDWORKS	06/30/23	Concrete Cutting for A/C units upper bedrooms	1057260	400.00	GROUNDWORKS
Total 45951:						974.44	
07/26/23	43472	Guillen, Alexis	V 10/04/21	Trust Refund for Overpayment 205400714	1021350	20.00	Guillen, Alexis
Total 43472:						20.00	
07/31/23	45952	Guillen, Alexis	10/04/21	Trust Refund for Overpayment 205400714	1021350	20.00	Guillen, Alexis
Total 45952:						20.00	
07/06/23	45859	Hayes Godfrey Bell, PC	06/30/23	Attorney Services - June 2023	1043313	3,324.00	Hayes Godfrey Bell, PC
Total 45859:						3,324.00	
07/13/23	45882	Henry Schein, Inc.	06/29/23	Medical Supplies	1057450	201.25	Henry Schein, Inc.
Total 45882:						201.25	
07/31/23	45953	HERRICK INDUSTRIAL SUPPLY	07/20/23	Tiger Type Cutting Wheel, Knot Carbon Cup Bru	1070250	103.34	HERRICK INDUSTRIAL SUPPLY
Total 45953:						103.34	
07/13/23	45883	INDUSTRIAL TOOL BOX	06/27/23	KRYLON PAINT 20 OZ (48)	5140490	414.72	INDUSTRIAL TOOL BOX
Total 45883:						414.72	
07/31/23	45954	JACKSON SPORTS	07/04/23	Shirts for Staff (24)	2071610	213.00	JACKSON SPORTS
Total 45954:						213.00	

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/31/23	45955	JERRYS PLUMBING SPECIALTIES	06/29/23	Sloan Control Box for bathroom toilets and sink	1070261	383.40	JERRYS PLUMBING SPECIALTIES
Total 45955:						383.40	
07/13/23	45884	Johnson, Mark H	06/30/23	2023 Q2 Safety Bonus	5240110	100.00	Johnson, Mark H
Total 45884:						100.00	
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	City Standards Update	1058312	254.25	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Development Review Meetings	1058312	409.75	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Fiber Optic Installation Coordination (Connex)	1058312	57.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Fire Station - Driveway & Auxiliary Building	4557730	186.25	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	General Budget Discussion & Information	1058312	633.25	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	General Engineering Assistance	1058312	511.25	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	General FEMA NFIP and Floodplain Assistance	1058312	69.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	General Information related to Potential Develo	1058312	111.75	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	General Meetings with City Staff	1058312	819.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	New Public Works Facility - Building Design & R	4560730	5,237.00	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	New Public Works Facility - Site Design	4560730	3,286.75	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Streetlights - General	1060416	74.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	2022 Crack Fill Project	5676730	215.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	2023 Capital Facilities Plan - Transportation (CF	5676730	282.00	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	2023 Street Maintenance Projects	5676730	6,665.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	2023 Capital Facilities Plan (Update) - Water (C	5140730	218.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Cornia Dr Waterline Replace Project - Construct	5140730	481.00	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	East Bench Reservoir Waterline Replacement -	5140730	1,951.75	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Lead and Copper Rule Revision	5140312	10,352.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Park Sprinkler System Mapping	1070312	7,925.75	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Utility Maps - Culinary Water	5140325	1,148.75	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Utility Maps - General	5140325	147.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Utility Maps - Sewer	5240325	210.00	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Utility Maps - Storm Drain	5440325	157.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Zoning Map	1058325	842.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Belnap Estates	1058319	264.00	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Riverwood Subdivision - Phase 1	1058319	819.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Crosswinds (Wasatch Dermatology)	1058319	1,732.25	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Petersen Farms Subdivision (Tim Grubb)	1058319	2,025.25	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Deer Run Townhomes	1058319	335.25	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Riverside Place Subdivision - Phases 1 & 2	1058319	243.75	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Peak View Subdivision (Dygart)	1058319	829.25	JONES AND ASSOCIATES

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	South Weber General RV	1058319	37.25	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Kastlecove Subdivision - Phase 1 (Lester Drive)	1058319	1,415.50	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Kastlecove Subdivision - Phase 2	1058319	1,378.25	JONES AND ASSOCIATES
07/19/23	45917	JONES AND ASSOCIATES	06/30/23	Riverside Place Subdivision - Phase 4	1058319	287.50	JONES AND ASSOCIATES
Total 45917:						51,617.75	
07/19/23	45918	L N CURTIS	07/10/23	PPE Pants	1057140	258.26	L N CURTIS
Total 45918:						258.26	
07/13/23	45885	LARSEN, MARK	06/30/23	2023 Q2 Safety Bonus	1058110	100.00	LARSEN, MARK
Total 45885:						100.00	
07/19/23	45919	LES OLSON COMPANY	07/11/23	Quarterly Copier Contract	1043250	239.64	LES OLSON COMPANY
Total 45919:						239.64	
07/19/23	45920	Linde Gas & Equipment Inc	06/30/23	Medical Oxygen	1057450	226.73	Linde Gas & Equipment Inc
Total 45920:						226.73	
07/06/23	45860	Lindsay Douglas Construction	06/28/23	Refund of Completion Bond SWC210323036-R	1021340	500.00	Lindsay Douglas Construction
Total 45860:						500.00	
07/31/23	45956	LOWES PROX	06/25/23	Wasp/Hornet insect killer 18.5	1070250	155.72	LOWES PROX
07/31/23	45956	LOWES PROX	06/25/23	21-TPI Metal Blade	1070250	24.66	LOWES PROX
07/31/23	45956	LOWES PROX	06/25/23	HUSQ Trimmer Line, Saw Blade	1070250	180.56	LOWES PROX
Total 45956:						360.94	
07/19/23	45921	Mitel	07/01/23	Telecom service - August 2023	1043280	883.99	Mitel
Total 45921:						883.99	
07/13/23	45886	Mortys Car Wash LLC	06/30/23	Car Wash - June 2023	1070250	10.50	Mortys Car Wash LLC
07/13/23	45886	Mortys Car Wash LLC	06/30/23	Car Wash - June 2023	5440250	9.75	Mortys Car Wash LLC
07/13/23	45886	Mortys Car Wash LLC	06/30/23	Car Wash - June 2023	1060250	28.00	Mortys Car Wash LLC

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07/13/23	45886	Mortys Car Wash LLC	06/30/23	Car Wash - June 2023	5140250	32.00	Mortys Car Wash LLC
Total 45886:						80.25	
07/31/23	45957	Nelson, Bryce & Stephanie	07/26/23	replace check#44535	0111750	6.60	Nelson, Bryce & Stephanie
Total 45957:						6.60	
07/13/23	45887	North Davis Cabinet & Design	06/30/23	Cabinets: City Hall Reception, Finish, Installatio	4543730	1,350.00	North Davis Cabinet and Design
Total 45887:						1,350.00	
07/13/23	45888	ODP Business Solutions, LLC	06/28/23	City Hall Office Supplies	1043240	80.82	ODP Business Solutions, LLC
07/13/23	45888	ODP Business Solutions, LLC	06/28/23	City Hall Office Supplies	1043240	4.85	ODP Business Solutions, LLC
07/13/23	45888	ODP Business Solutions, LLC	07/10/23	City Hall Office Supplies-table top easel	1043240	19.80	ODP Business Solutions, LLC
07/13/23	45888	ODP Business Solutions, LLC	07/07/23	City Hall Office Supplies-address labels, calend	1043240	68.94	ODP Business Solutions, LLC
07/13/23	45888	ODP Business Solutions, LLC	07/10/23	City Hall Office Supplies-Post-It,Binder	1043240	27.44	ODP Business Solutions, LLC
07/13/23	45888	ODP Business Solutions, LLC	07/10/23	City Hall Office Supplies-Cash Drawer Tray	1043240	35.99	ODP Business Solutions, LLC
07/13/23	45888	ODP Business Solutions, LLC	07/07/23	City Hall Office Supplies-Drawer Organizer	1043240	10.63	ODP Business Solutions, LLC
Total 45888:						248.47	
07/31/23	45958	ODP Business Solutions, LLC	07/10/23	City Hall Office, Keytag	1043240	2.10	ODP Business Solutions, LLC
Total 45958:						2.10	
07/13/23	45889	PEHP PREMIUMS	06/30/23	PEHP Premiums - June	1057135	2,153.37	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	06/30/23	PEHP Premiums - June	1022500	225.40	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	06/30/23	PEHP Premiums - June	1022502	11.94	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	06/30/23	PEHP Premiums - June	1022503	1.90	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	1043135	5,867.50	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	1058135	3,819.31	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	1060135	784.30	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	1070135	2,153.37	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	2071135	78.84	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	5140135	107.44	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	5240135	2,153.37	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	5440135	2,153.37	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	1057135	2,153.37	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	1022500	1,985.94	PEHP PREMIUMS

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07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	1022502	136.44	PEHP PREMIUMS
07/13/23	45889	PEHP PREMIUMS	07/01/23	PEHP Premiums - July	1022503	18.56	PEHP PREMIUMS
Total 45889:						23,804.42	
07/13/23	45890	PEHP LTD PAYMENTS	06/30/23	LTD Premium - June 2023	1043135	688.33	PEHP LTD PAYMENTS
Total 45890:						688.33	
07/13/23	45891	Peterson, Maryn	06/30/23	Mileage Reimbursement (52)	1043230	34.06	Peterson, Maryn
Total 45891:						34.06	
07/19/23	45922	Peterson, Maryn	07/17/23	2023 AP US&C National Conference Mileage an	1043230	203.60	Peterson, Maryn
Total 45922:						203.60	
07/19/23	45923	PITNEY BOWES PURCHASE POWER	06/30/23	Postage for court	1042240	75.00	PITNEY BOWES PURCHASE POWER
07/19/23	45923	PITNEY BOWES PURCHASE POWER	06/30/23	Postage for Administration	1043240	175.00	PITNEY BOWES PURCHASE POWER
07/19/23	45923	PITNEY BOWES PURCHASE POWER	06/30/23	POSTAGE FOR UTILITIES	5140240	125.00	PITNEY BOWES PURCHASE POWER
07/19/23	45923	PITNEY BOWES PURCHASE POWER	06/30/23	POSTAGE FOR UTILITIES	5240240	125.00	PITNEY BOWES PURCHASE POWER
Total 45923:						500.00	
07/06/23	45861	PROTECT YOUTH SPORTS	06/30/23	Background Check (2)	1043137	42.80	PROTECT YOUTH SPORTS
07/06/23	45861	PROTECT YOUTH SPORTS	06/30/23	Background Check (1)	1057137	21.40	PROTECT YOUTH SPORTS
07/06/23	45861	PROTECT YOUTH SPORTS	06/30/23	Background Check (1)	1070137	21.40	PROTECT YOUTH SPORTS
07/06/23	45861	PROTECT YOUTH SPORTS	06/30/23	Background Check (1)	2071137	21.40	PROTECT YOUTH SPORTS
Total 45861:						107.00	
07/13/23	45892	Quench USA, Inc	07/02/23	Ice Machine Lease - July 2023	1057260	300.90	Quench USA Inc
Total 45892:						300.90	
07/31/23	45959	Quench USA, Inc	07/24/23	Work Order Flat Fee - Ice Machine	1057260	169.00	Quench USA Inc
Total 45959:						169.00	
07/13/23	45893	ROBINSON WASTE SERVICES INC	06/30/23	Garbage Collection - June 2023	5340492	13,257.21	ROBINSON WASTE SERVICES INC

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/13/23	45893	ROBINSON WASTE SERVICES INC	06/30/23	Park & Ride Collection - June 2023	1070626	50.67	ROBINSON WASTE SERVICES INC
Total 45893:						13,307.88	
07/19/23	45924	ROBINSON WASTE SERVICES INC	06/30/23	Front Load Trash-Temporary	1057260	300.00	ROBINSON WASTE SERVICES INC
Total 45924:						300.00	
07/13/23	45894	Robinson, Nate	06/30/23	2023 Q2 Safety Bonus	1070120	50.00	Robinson, Nate
Total 45894:						50.00	
07/26/23	44572	Ron Martinez	V 08/02/22	Overpayment of Development Fees	1013130	12.00	Ron Martinez
Total 44572:						12.00	
07/31/23	45960	Ron Martinez	08/02/22	Overpayment of Development Fees	1013130	12.00	Ron Martinez
Total 45960:						12.00	
07/13/23	45895	SALT LAKE BEES	06/26/23	Jerseys and Ticket Packages for Baseball playe	2071481	5,007.00	SALT LAKE BEES
Total 45895:						5,007.00	
07/26/23	43428	Sargent, Jaden	V 01/20/20	Referee	2071480	48.75	Sargent, Jaden
07/26/23	43428	Sargent, Jaden	V 02/24/20	Referee	2071480	15.00	Sargent, Jaden
07/26/23	43428	Sargent, Jaden	V 03/02/20	Referee	2071480	15.00	Sargent, Jaden
Total 43428:						78.75	
07/31/23	45961	Sargent, Jaden	01/20/20	Referee	2071480	48.75	Sargent, Jaden
07/31/23	45961	Sargent, Jaden	02/24/20	Referee	2071480	15.00	Sargent, Jaden
07/31/23	45961	Sargent, Jaden	03/02/20	Referee	2071480	15.00	Sargent, Jaden
Total 45961:						78.75	
07/19/23	45925	Securlyft Corporation	06/30/23	Subscription (May 2023-April 2024)	1057450	2,008.00	Securlyft Corporation
Total 45925:						2,008.00	

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/19/23	45926	Senske Services	06/30/23	Monthly Pest Control - 2023 May	1057260	75.00	Senske Services
07/19/23	45926	Senske Services	06/30/23	Monthly Pest Control - 2023 June	1057260	75.00	Senske Services
Total 45926:						150.00	
07/13/23	45896	Shums Coda Associates	06/30/23	Building Inspector - June 2023	1058326	1,995.00	Shums Coda Associates
Total 45896:						1,995.00	
07/31/23	45962	Siddons-Martin	07/17/23	Pump Test and Certification	1057250	425.00	Siddons-Martin Emergency Group
Total 45962:						425.00	
07/13/23	45897	Soderquist, Blake	06/30/23	2023 Q2 Safety Bonus	5140110	100.00	Soderquist, Blake
Total 45897:						100.00	
07/13/23	45898	South Weber Country Fair Days	07/10/23	Annual Donation 2023	1041925	7,500.00	South Weber Country Fair Days
Total 45898:						7,500.00	
07/13/23	45899	Sportsites Inc.	07/07/23	Annual Fee - July 2023 - June 2024	1022800	1,000.00	Sportsites Inc.
07/13/23	45899	Sportsites Inc.	07/07/23	Annual Fee - July 2023 - June 2024	2071480	901.04	Sportsites Inc.
07/13/23	45899	Sportsites Inc.	07/07/23	Annual Fee - July 2023 - June 2024	2071483	514.92	Sportsites Inc.
07/13/23	45899	Sportsites Inc.	07/07/23	Annual Fee - July 2023 - June 2024	2071482	1,029.84	Sportsites Inc.
07/13/23	45899	Sportsites Inc.	07/07/23	Annual Fee - July 2023 - June 2024	2071481	257.60	Sportsites Inc.
07/13/23	45899	Sportsites Inc.	07/07/23	Annual Fee - July 2023 - June 2024	2071484	96.60	Sportsites Inc.
Total 45899:						3,800.00	
07/13/23	45900	STAKER PARSON MATERIALS AND CONS	06/21/23	Washed Rock (14 ton) Road base (31 ton)	5140490	776.45	STAKER PARSON MATERIALS AND CONSTRUCT
07/13/23	45900	STAKER PARSON MATERIALS AND CONS	06/22/23	2023 Street Maintenance Est #1	5676730	96,920.96	STAKER PARSON MATERIALS AND CONSTRUCT
07/13/23	45900	STAKER PARSON MATERIALS AND CONS	07/06/23	4"-6" Nephi Cobble (9 Cubic Yards) for city hall	1043262	853.20	STAKER PARSON MATERIALS AND CONSTRUCT
Total 45900:						98,550.61	
07/31/23	45963	STANGER ELECTRIC LLC	07/18/23	Trouble shoot breaker #8 and P219	1057260	210.00	STANGER ELECTRIC LLC
Total 45963:						210.00	

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/19/23	45927	SUMMER GRACE LLC	06/30/23	Medical Director Contract-Dec 2022-June 2023	1057370	4,667.00	SUMMER GRACE LLC
07/19/23	45927	SUMMER GRACE LLC	07/06/23	Medical Director Contract- June-Aug 2023	1057370	1,333.00	SUMMER GRACE LLC
Total 45927:						6,000.00	
07/31/23	45964	SWEEP N UTAH	06/30/23	Street Sweep - 7700 S Water Break (1)	5140490	262.50	SWEEP N UTAH
Total 45964:						262.50	
07/19/23	45928	Terry, Taysha	07/10/23	Ref: 7/10, 7/11, 7/12	2071482	120.00	Terry, Taysha
07/19/23	45928	Terry, Taysha	07/10/23	Ref: 7/17, 7/18, 7/19	2071480	90.00	Terry, Taysha
Total 45928:						210.00	
07/19/23	45929	The Bancorp Bank	06/30/23	12 Month Lease: 2022 Ford F-350 XL 4WD Cre	6060960	7,911.89	The Bancorp Bank
07/19/23	45929	The Bancorp Bank	06/30/23	12 Month Lease: 2022 Ram 2500 Tradesman 4	6060960	16,779.44	The Bancorp Bank
07/19/23	45929	The Bancorp Bank	06/30/23	12 Month Lease: 2022 Ram 2500 Tradesman -	6060960	28,712.73	The Bancorp Bank
07/19/23	45929	The Bancorp Bank	06/30/23	12 Month Lease: 2022 Ford F-250 XL 4WD Cre	6060960	6,487.31	The Bancorp Bank
07/19/23	45929	The Bancorp Bank	06/30/23	12 Month Lease: 2022 Ford F-250 XL 4WD Cre	6060960	7,911.89	The Bancorp Bank
07/19/23	45929	The Bancorp Bank	06/30/23	12 Month Lease: 2022 Ford F-250 XL 4WD Cre	6060960	7,911.89	The Bancorp Bank
Total 45929:						75,715.15	
07/19/23	45930	Toncco Inc	06/30/23	Cornia Drive & Fire hydrants project #4	5140730	8,439.13	Toncco Inc
07/19/23	45930	Toncco Inc	06/30/23	East Bench Water Line project #4	5140730	129,628.15	Toncco Inc
Total 45930:						138,067.28	
07/31/23	45965	UniFirst Corporation	06/30/23	Mats and Towels for FAC	2071241	39.65	UNIFIRST CORPORATION
07/31/23	45965	UniFirst Corporation	07/07/23	Mats and Towels for FAC	2071241	97.89	UNIFIRST CORPORATION
07/31/23	45965	UniFirst Corporation	07/14/23	Mats and Towels for FAC	2071241	39.65	UNIFIRST CORPORATION
07/31/23	45965	UniFirst Corporation	07/21/23	Mats and Towels for FAC	2071241	97.89	UNIFIRST CORPORATION
Total 45965:						275.08	
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Breakroom supplies	1043240	159.62	SAMS CLUB/SYNCHRONY BANK
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Breakroom supplies	1043240	211.33	Walmart
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Batting Tee for Baseball leauge	2071481	98.55	BIG 5 SPORTING GOODS #297
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Pickleball Treats, snacks for games	2071492	33.88	SAMS CLUB/SYNCHRONY BANK
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Office supplies, zip ties	2071240	5.33	Walmart

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Paint for Baseball, Softball fields	2071492	48.95	SAV ON
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Pickleball balls for tournament	2071492	70.65	Dicks Sporting Goods
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Pickleball plastic tubs	2071492	26.34	Walmart
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	T-Ball, Coach Pitch	2071481	339.13	CROWN TROPHY
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Pickleball, Equipment for tournament	2071492	39.13	Walmart
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Pickleball treats/water for tournament	2071492	30.00	SAMS CLUB/SYNCHRONY BANK
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Pickleball Ice for tournament	2071492	7.19	Maverik
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Fuel for side-by-side	2071256	34.06	Maverik
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Pickleball Ice for tournament	2071492	7.19	Maverik
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Senior Lunch Food	2071486	96.27	SAMS CLUB/SYNCHRONY BANK
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Pickleball Treats, water	2071492	28.80	SAMS CLUB/SYNCHRONY BANK
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	First service for side-by-side	2071250	357.63	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Equipment, paint supplies	2071740	18.71	HOME DEPOT CREDIT SERVICES
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the Park, FB Boost	1058620	6.00	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Inflatable Pump	1058740	55.76	OREILLY AUTOMOTIVE, INC.
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the park Water, Popsicles	1058620	52.98	Walmart
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Kudos Coin Giftcards	1043329	30.00	Amazon.com
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Office Supplies for Building	1043240	99.96	Amazon.com
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Supplies for Renovation	1043240	7.99	Amazon.com
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the Park, FB Ads	1058620	6.00	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the Park, Banner	1058620	120.96	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the Park, FB Ads	1058620	6.00	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the Park, FB Ads	1058620	7.00	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the Park, FB Ads	1058620	10.00	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the Park, FB Ads	1058620	15.00	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the Park, FB Ads	1058620	25.00	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the Park, FB Ads	1058620	35.00	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Mailer Postage	1058240	564.92	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Mailer Printing	1058240	2,527.80	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Kudos Coin Giftcards	1043329	694.75	Walgreens
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Concert in the Park, Signs	1058620	789.16	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Standing Support Desk	1058240	131.07	Amazon.com
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Yard Sign Holders	1058620	53.78	Amazon.com
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Phone Bill	1057280	425.63	AT&T MOBILITY
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Dishwashing Tablets	1057260	19.35	Amazon.com
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Maestro Smart HVAC Unit	1057260	2,865.62	Johnstone Supply
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Replacement Louver, Meadows Park bathroom	1070261	167.72	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Zoom Subscription	1043350	160.76	US BANK-VISA PAYMENT
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	ICMA Conference, flight insurance	1043230	61.80	Generic - Airfare
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	ICMA Conference registration	1043210	915.00	ICMA

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	ICMA Conference flight	1043230	457.80	Generic - Airfare
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	ICMA Conference flight	1043230	457.80	Generic - Airfare
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Constant Contact Subscription	1043350	59.00	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Hootsuite Subscription	1043350	1,272.94	Hootsuite
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Adobe Acrobat Licenses Renewal (2)	1042350	575.76	ADOBE SYSTEMS
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Adobe Acrobat Licenses Renewal (6)	1043350	1,727.28	ADOBE SYSTEMS
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Adobe Acrobat Licenses Renewal (3)	1058350	863.64	ADOBE SYSTEMS
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	New Employee Welcome	1043240	40.09	GENERIC TRAVEL RESTAURANT
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Replacement chair wheels	1043240	136.74	Amazon.com
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Membership Renewal	1043210	75.00	UTAH ASSOC OF PUBLIC TREASURERS
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Replacement Chair Castors	1043240	277.88	Amazon.com
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Car Charger and Cord	1070250	41.16	SMITH'S FOOD
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Business Cards (3)	1043240	77.21	Vista Print
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Recorder's Lunch and Learn	1043230	14.69	WEST POINT CITY
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Cabinet	1057240	182.31	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	2023 Ford F350, Front, Rear, Seat cover Install	1060250	458.33	Lucie's Seat Covers
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	2023 Ford F350, Front, Rear, Seat cover Install	1070250	458.33	Lucie's Seat Covers
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	2023 Ford F350, Front, Rear, Seat cover Install	1058250	458.33	Lucie's Seat Covers
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	2023 Ford F350, Front, Rear, Seat cover Install	5140250	458.33	Lucie's Seat Covers
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	2023 Ford F350, Front, Rear, Seat cover Install	5240250	458.34	Lucie's Seat Covers
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	2023 Ford F350, Front, Rear, Seat cover Install	5440250	458.34	Lucie's Seat Covers
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	APWA Inverted Paint (12)	5140490	93.82	USA BLUEBOOK
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Audible Subscription	1058230	16.03	Generic Visa Purchase
07/06/23	10803244	US BANK-VISA PAYMENT	06/01/23	Water Leak, Drinks	5140490	23.18	Maverik
Total 108032444:						20,610.10	
07/31/23	45966	USA BLUEBOOK	06/30/23	Wheeler Rex Auto C Cutter (8) Synthetic Greas	5240490	503.79	USA BLUEBOOK
07/31/23	45966	USA BLUEBOOK	06/30/23	Food Grade Hydrant Lube	5140490	117.57	USA BLUEBOOK
Total 45966:						621.36	
07/31/23	45967	Utah Dept of Health	07/20/23	Ambulance Assessment SFY 2023 Qtr 4	1057370	1,025.85	Utah Dept of Health
Total 45967:						1,025.85	
07/13/23	45901	UTAH LEAGUE OF CITIES & TOWNS	07/01/23	Annual Membership Fee- FY 2023 - 2024	1041210	5,046.31	UTAH LEAGUE OF CITIES & TOWNS
Total 45901:						5,046.31	

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/19/23	45931	UTAH LOCAL GOVERNMENTS TRUST	07/01/23	Workers Comp Monthly Premium - July 2023	1022250	1,152.33	UTAH LOCAL GOVERNMENTS TRUST
07/19/23	45931	UTAH LOCAL GOVERNMENTS TRUST	07/18/23	Workers Comp Monthly Premium - Aug 2023	1022250	1,152.33	UTAH LOCAL GOVERNMENTS TRUST
07/19/23	45931	UTAH LOCAL GOVERNMENTS TRUST	07/01/23	Annual Auto Physical Damage	1043510	15,280.66	UTAH LOCAL GOVERNMENTS TRUST
07/19/23	45931	UTAH LOCAL GOVERNMENTS TRUST	07/01/23	Annual Liability Insurance	1043510	30,707.00	UTAH LOCAL GOVERNMENTS TRUST
07/19/23	45931	UTAH LOCAL GOVERNMENTS TRUST	07/01/23	Annual Property Insurance	1043510	12,867.40	UTAH LOCAL GOVERNMENTS TRUST
Total 45931:						61,159.72	
07/13/23	45902	UTAH STATE TREASURER	06/30/23	Court Surcharge Remittance - June 2023	1035100	7,935.40	UTAH STATE TREASURER
Total 45902:						7,935.40	
07/06/23	45862	VANGUARD CLEANING SYSTEMS OF U	07/01/23	Janitorial service - July 2023	1043262	430.00	VANGUARD CLEANING SYSTEMS OF U
Total 45862:						430.00	
07/31/23	45968	VERIZON WIRELESS	06/30/23	Public Works Air Card - June 2023	5140280	40.01	VERIZON WIRELESS
Total 45968:						40.01	
07/13/23	45903	WAGEMAN, BRYAN	06/30/23	Q2 Safety Bonus	5140110	100.00	WAGEMAN, BRYAN
Total 45903:						100.00	
07/13/23	45904	Weldon, Quaid	06/30/23	Referee 8 Games	2071481	80.00	Weldon, Quaid
Total 45904:						80.00	
07/19/23	45932	Weldon, Quaid	07/10/23	Ref: 7/10, 7/11, 7/12, 7/13	2071482	120.00	Weldon, Quaid
07/19/23	45932	Weldon, Quaid	07/10/23	Ref: 7/17, 7/18, 7/19	2071480	90.00	Weldon, Quaid
Total 45932:						210.00	
07/31/23	45969	West Coast Code Consultants Inc.	06/30/23	General RV Center (Fire Plan Review) 1st Revi	1058312	135.00	West Coast Code Consultants Inc.
07/31/23	45969	West Coast Code Consultants Inc.	06/30/23	City Hall Remodel Expedite (Non Structural) 1st	4543730	510.00	West Coast Code Consultants Inc.
07/31/23	45969	West Coast Code Consultants Inc.	06/30/23	Ski N See (Non Structural) 1st Review	1058312	425.00	West Coast Code Consultants Inc.
07/31/23	45969	West Coast Code Consultants Inc.	06/30/23	Ski N See TI (Fire Plan Review) 1st Review	1058312	90.00	West Coast Code Consultants Inc.
07/31/23	45969	West Coast Code Consultants Inc.	06/30/23	City Hall Remodel Expedite (Phone Call)	4543730	85.00	West Coast Code Consultants Inc.
07/31/23	45969	West Coast Code Consultants Inc.	06/30/23	Ski N See TI (Fire Plan Review) 2nd Review	1058312	95.00	West Coast Code Consultants Inc.
07/31/23	45969	West Coast Code Consultants Inc.	06/30/23	Ski N See (Non Structural) 2nd Review	1058312	190.00	West Coast Code Consultants Inc.

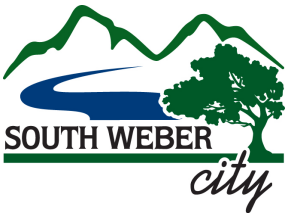
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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 45969:						1,530.00	
07/13/23	45905	WILKINSON SUPPLY	06/30/23	Ultra Synthetic Oil (12)	1070250	164.40	WILKINSON SUPPLY
Total 45905:						164.40	
07/31/23	45970	WILKINSON SUPPLY	07/02/23	Replace Bypass Valve Kit for Cat Diesel mower	1070250	248.36	WILKINSON SUPPLY
Total 45970:						248.36	
07/13/23	45906	WILSON, COREY	06/30/23	2023 Q2 Safety Bonus	5440110	100.00	WILSON, COREY
Total 45906:						100.00	
07/13/23	45907	WORKFORCE QA	06/30/23	Drug Screen - Parks	1070137	50.00	WORKFORCE QA
07/13/23	45907	WORKFORCE QA	06/30/23	Drug Screen - Rec	2071137	50.00	WORKFORCE QA
07/13/23	45907	WORKFORCE QA	06/30/23	Drug Screen - Fire	1057137	50.00	WORKFORCE QA
07/13/23	45907	WORKFORCE QA	06/30/23	Drug Screen - Fire	1057137	50.00	WORKFORCE QA
Total 45907:						200.00	
Grand Totals:						561,878.56	

Approval Date: _____

Mayor _____

City Recorder: _____



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

August 22, 2023

PREPARED BY

Trevor Cahoon
Community Services Dir.

ITEM TYPE

Legislative

ATTACHMENTS

Draft Ordinance

PRIOR DISCUSSION DATES

N/A

AGENDA ITEM

Ordinance 2023-11: Title 10 Land Use Matrix and Definitions Amendment

PURPOSE

Recognizing the need to clarify the permissible uses within the Commercial and Industrial zones and to help retail sales and sales tax revenue we are proposing this land use amendment.

RECOMMENDATION

Planning Commission recommends approval of the drafted Ordinance.

BACKGROUND

In 2019 the City began work on updating approved uses within each zone. An updated Land Use Matrix was developed and implemented. This process while expansive was not all encompassing and from time to time it is necessary to address individual uses that may not be delineated in the ordinance. As General RV looks to develop a satellite location in the City it became clear that there was not a specific zone that specified a use for the storage of Recreational Vehicles for retail purposes.

ANALYSIS

Through this ordinance amendment, tailored to our local needs, we aim to provide clarity while fostering economic growth.

This write-up highlights the key points of the amendment and its potential impact.

Section 1: Definition Amendment (Title 10 Chapter 1 Section 10):

To ensure a clear understanding of the term, we have introduced a new definition in the existing Title 10 Chapter 1 Section 10 Definitions.

RECREATIONAL VEHICLE SALES AND RENTAL: The retail sale or rental of new or used Recreational Vehicles, bicycles, motorcycles, snowmobiles, boats or similar light recreational equipment, together with maintenance services, storage, and sales of parts.

By incorporating this definition, we provide a comprehensive understanding of what activities fall under the umbrella of "Recreational Vehicle Sales and Rental."

Section 2: Land Use Matrix Amendment (Title 10 Chapter 1 Section 10A):

We understand the importance of aligning our zoning designations with the needs of our community. Hence, we have made specific changes to the Land Use Matrix within Title 10 Chapter 1 Section 10A. These modifications ensure that Recreational Vehicle

Sales and Rental activities are properly addressed within different zoning designations. The updated matrix now reflects the following changes:

- C (Commercial): Permitted
- CH (Commercial Highway): Permitted
- CR (Commercial Recreation): Conditional Use
- LI (Light Industrial): Permitted
- TI (Transitional Industrial): Permitted
- NR (Natural Resource): Not Permitted
- A (Agricultural): Not Permitted
- RL (Residential Low): Not Permitted
- RLM (Residential Low-Moderate): Not Permitted
- RM (Residential Moderate): Not Permitted
- RP (Residential Patio): Not Permitted
- R5 (Residential Multi-Family): Not Permitted

ORDINANCE 2023-11

AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL AMENDING TITLE 10 LAND USE MATRIX AND DEFINITIONS FOR RV SALES AND STORAGE.

WHEREAS, the South Weber City Council wishes to clarify the uses allowed in the Commercial Recreation zone; and

WHEREAS, the South Weber City Council desires to facilitate retail sales and sales tax revenue;

NOW, THEREFORE, BE IT ORDAINED by the City Council of South Weber City, State of Utah:

Section 1. Amendment. Title 10 Chapter 1 Section 10 Definitions shall be amended to include:

RECREATIONAL VEHICLE SALES AND RENTAL: The retail sale or rental of new or used Recreational Vehicles, bicycles, motorcycles, snowmobiles, boats, or similar light recreational equipment, together with maintenance services, storage, and sales of parts.

Section 2. Amendment. Title 10 Chapter 1 Section 10A Land Use Matrix shall be amended as follows:

	C	CH	CR	LI	TI	NR	A	RL	RL M	R M	RP	R5
RECREATIONAL VEHICLE SALES AND RENTAL	P	P	C	P	P							

Section 3. General Repealer. Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective immediately upon passage and publication as required by law.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 22nd day of August, 2023.

MAYOR: Rod Westbroek

ATTEST: City Recorder, Lisa Smith

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Dills	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST

CERTIFICATE OF POSTING

I hereby certify that Ordinance 2023-11 was passed and adopted the 22nd day of August, 2023 and that complete copies of the ordinance were posted in the following locations within the City this 23rd day of August, 2023

1. South Weber City Building, 1600 E. South Weber Drive
2. City Website www.southwebercity.com
3. Utah Public Notice Website Utah.gov/pmn

Lisa Smith, City Recorder

MEETING DATE

August 22, 2023

PREPARED BY

David Larson
City Manager

ITEM TYPE

Legislative

ATTACHMENTS

- RES 23-35
- Purchase Agreement
- Site Plan
- Development Agreement
- Reimbursement Agreement
- TIF Agreement
- Access & Utility Easement Agreement

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

RES 23-35: Declaring City Property Surplus & Offer to Purchase Real Estate

PURPOSE

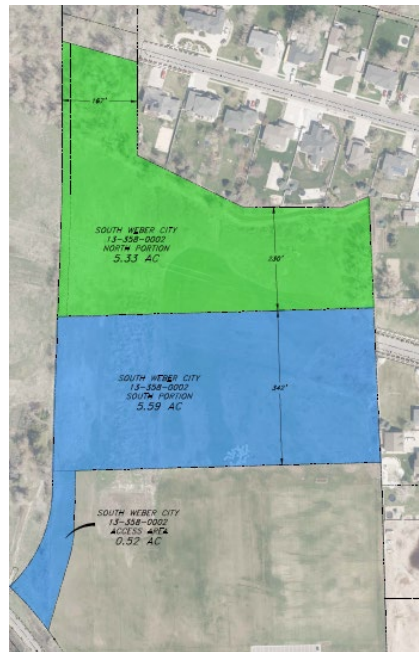
- Item 6 – Hold a public hearing related to the potential sale of 5.33 acres of City property
- Item 7 – Consider declaring 5.33 acres of a 12-acre City-owned parcel surplus
- Item 8 – Consider entering a purchase agreement for 5.33 acres of City property

RECOMMENDATION

Staff recommends approval

BACKGROUND

The City has land for a new public works facility. General RV approached the City with an offer to purchase any unused property within that parcel to use as a satellite inventory lot for their sales and service center to be built along Old Fort Road. In process of planning the facility, it was determined that approximately 5.33 acres of land is not needed for current and future public work’s needs and could potentially be sold (see green north portion in the image below).



ANALYSIS

Prior to disposing of the property and making a final determination of the sale, the Council will hold a public hearing to receive public comments about the proposed disposition.

The purchase offer is \$60,000 per acre, which totals \$319,800 for the 5.33 acres. It also stipulates that upon closing on the property, the City and General RV shall enter into development and TIF agreements substantially similar to the included examples.

RESOLUTION 23-35
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
DECLARING CITY PROPERTY SURPLUS

WHEREAS, South Weber City purchased 12.15 acres of land at approximately 104 E South Weber Drive for a future public works building; and

WHEREAS, the Public Utilities Committee has completed a basic design layout considering current and future needs which utilizes 6.82 acres leaving a surplus of 5.33 acres; and

WHEREAS, General RV is interested in purchasing the remainder parcel for an inventory lot;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Declaration: The north 5.33 acres of city-owned property at 104 E South Weber Drive (13-358-0002) as described below is surplus property which may be disposed per procurement guidelines.

A PART OF THE NORTHWEST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 29, THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, BEING LOCATED NORTH 89°07'40" WEST 108.08 FEET (BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 WHICH BEARS NORTH 89°07'40" WEST NAD 83 STATE PLANE GRID BEARING) FROM THE NORTHEAST QUARTER OF SAID SECTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 475 EAST; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°29'39" EAST 31.52 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 10°30'37" EAST 550.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 84; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 69°00'40" EAST 764.48 FEET; (2) SOUTH 54°14'40" EAST 249.65 FEET; (3) SOUTH 61°40'56" EAST 199.87 FEET; (4) SOUTH 52°09'21" EAST 151.07 FEET; THENCE SOUTH 82°57'31" WEST 196.36 FEET; THENCE SOUTH 07°07'49" EAST 198.86 FEET; THENCE SOUTH 50°41'10" EAST 22.70 FEET; THENCE SOUTH 07°02'29" EAST 114.17 FEET TO THE RIGHT-OF-WAY LINE OF OLD FORT ROAD; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) NORTH 85°35'49" WEST 889.13 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT 466.96 FEET, HAVING A RADIUS OF 311.00 FEET, A CENTRAL ANGLE OF 86°01'41", ANDWHICH CHORD BEARS NORTH 42°34'59" WEST 424.31 FEET; (3) NORTH 02°29'39" EAST 3.15 FEET TO THE POINT OF BEGINNING.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 22nd day of August 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

OFFER TO PURCHASE REAL ESTATE

1. **REAL ESTATE.** The undersigned SOUTH WEBER, LLC., a Michigan limited liability company, as Purchaser, hereby offers and agrees to purchase from SOUTH WEBER CITY, a Utah municipal corporation, as Seller or City, that certain land situated in South Weber, Davis County, Utah, described as to wit:

5.33 acres of a 12-acre parcel (more or less) depicted as the **NORTH PORTION** of property id number 13-358-0002 on **Exhibit A** attached hereto and made a part hereof by reference (the "Property")

The final legal description of all property to be conveyed shall be determined by the ALTA survey to be obtained pursuant to Section 11(A) of this Agreement, the cost of same being paid by the Purchaser.

2. **PRICE.** Purchase Price. The purchase price for the Property (the "Purchase Price") shall be **Sixty Thousand and 00/100 (\$60,000) Dollars** per acre.

A. **CASH SALE.** Seller shall convey title at Closing by delivering a Warranty Deed (the "Deed") in standard form conveying marketable title free and clear of any and all deeds of trust, mortgages, judgment liens, mechanics' liens, materialmen's liens and other liens recorded against or encumbering the Property. Payment of the Purchase Price is to be made in good, readily available funds.

3. **EVIDENCE OF TITLE.** As evidence of title, Seller, at its sole cost and expense, agrees to furnish Purchaser as soon as possible, a commitment ("Title Report") for a standard owner's policy of title insurance ("Title Policy") issued by a title insurance company acceptable to Purchaser (the "Title Company"), without exception, in an amount not less than the Purchase Price, bearing date later than the acceptance hereof and showing marketable title in Seller. Seller shall cause the Title Policy to be issued pursuant to the Commitment promptly following Closing.

4. **TIME OF CLOSING.** If this offer is accepted by the Seller and all conditions of this Agreement have been satisfied or waived, Purchaser agrees to complete the purchase of the Property within 30 days after receipt of all governmental approvals necessary to operate a recreational vehicle sales, service and storage facility together with all functions related thereto (the "Purchaser's Proposed Use"), including, but not limited to, operations permits and any zoning approvals required. The Closing of this sale shall take place at the offices of the Title Company or such other location as the Seller and the Purchaser shall mutually agree.

5. **DEFAULT.**

A. **SELLER DEFAULT:** In the event of default by the Seller hereunder, Purchaser may, at its option, elect to enforce the terms hereof or demand, and be entitled to, an immediate

refund of its entire Deposit (defined below) in full termination of this Agreement.

B. **PURCHASER DEFAULT:** In the event of default by the Purchaser hereunder, the Seller's sole remedy shall be the right to retain the Deposit (defined below) as liquidated damages. Seller and Purchaser hereby agree and acknowledge that it would be impracticable and extremely difficult to fix the amount of Seller's actual damages and further agree that the Deposit is a reasonable estimate of the amount Seller might be damaged..

6. **TITLE OBJECTIONS.** If objection to the Title Report is made upon any basis as determined by Purchaser in its sole and absolute discretion, the Seller shall have 30 days from the date it is notified in writing of the particular defects claimed, either (1) to remedy the title, (2) to refund the Deposit in full termination of this Agreement if unable to remedy the title, or (3) obtain title insurance specifically insuring against the defects in question. If Seller remedies the title, the Purchaser agrees to complete the sale in accordance with this Agreement.

7. **POSSESSION.** Possession of the Property shall be delivered at Closing.

8. **TAXES AND PRORATED ITEMS.** All taxes and assessments, if any, which have become a lien upon the land whether recorded or not recorded at the date of this Agreement shall be paid by the Seller. Current taxes if any shall be prorated and adjusted as of the date of Closing in accordance with the due date basis of the municipality or taxing unit in which the Property is located.

9. **EXPIRATION OF OFFER.** This offer shall expire ten (10) days from the date hereof unless extended in writing by Purchaser prior to such time of expiration. If the offer is not accepted by Seller before it shall expire, the Deposit shall be forthwith returned to Purchaser.

10. **DEPOSIT.** Upon execution of this Agreement by Purchaser and identification of the Title Company, Purchaser shall deposit with the Title Company the sum of **Ten Thousand and 00/100 (\$10,000.00) Dollars** (the "Deposit"). The Deposit shall be applied to the Purchase Price at Closing.

11. **CONTINGENCIES:**

A. **DUE DILIGENCE:** Purchaser shall have a period of up to **One Hundred Twenty (120)** days from the Acceptance Date of this Agreement (the "Inspection Period") during which Purchase and its agents and representatives shall have the right and opportunity to enter and inspect the Property and conduct all surveys, soil test borings, percolation tests, environmental audits, radon tests, other subsurface tests, and any other studies, tests and examinations thereof as Purchaser may desire. Purchaser shall obtain a Phase One Environmental Assessment related to the property, the Cost of same being shared equally between the Parties hereto. All other costs associated with Purchaser's due diligence shall be born solely by Purchaser except as otherwise set forth herein. At any time during the Inspection Period, Purchaser, in its sole and absolute discretion, for any reason whatsoever, may, upon notice to Seller, terminate this Agreement, in

which event the Earnest Money shall promptly be returned to Purchaser, and all of the rights, duties and obligations of the parties hereto shall immediately terminate, and this Agreement shall be null, void and of no further force or effect.

i. **SELLER DISCLOSURES:** Within FIVE (5) days of the execution of this agreement, Seller shall deliver to Purchaser any and all documents, plans and other items related to the property in his/their/its possession which shall include but not be limited to any reports, studies, surveys, analyses, leases or other information regarding the Property. In the event that this sale does not take place, the Purchaser shall return any documents provided by the Seller without retaining copies thereof.

B. **ENTITLEMENTS:** Purchaser shall have a period of **One Hundred Twenty (120)** days from and after the expiration of the Inspection Period and any extension thereof (the "Entitlement Period") to obtain any and all zoning modifications requested by Purchaser, and any and all municipal and/or other governmental permits and approvals relating to Purchaser's Proposed Use (collectively known as the "Entitlements"). Seller shall cooperate with Purchaser in any reasonable manner to obtain such zoning or other governmental permits requested by Purchaser during the approval period. Seller shall further cooperate in good faith to grant to the Purchaser the maximum number of subdivision splits and/or divisions available under the law at the time of Closing.

i. **DEVELOPMENT INCENTIVES:** At Closing, Seller and Purchaser shall enter into a Development Agreement in substantially the same form as **Exhibit B** attached hereto, which shall grant a tax exemption for the Property, waive any impact fees owed relating to the Project, and reimburse Purchaser for the costs associated with installing any public facilities related thereto, as defined under Utah Code § 11-36a-102(17) and including any costs associated with installing an access road to the Property as outlined in Section 11(C) hereafter.

ii. **NOTICE OF SATISFACTION:** The purchaser shall indicate its satisfaction with the inspections and entitlements in writing within the respective Inspection Period and Entitlement Period. Failure of the Purchaser to send notice of satisfaction shall at the option of the Purchaser cause this agreement to become void, and the Deposit shall forthwith be refunded without setoff.

C. **ACCESS AND UTILITY EASEMENT:** At Closing, Seller shall grant a perpetual non-exclusive access and utility easement for ingress and egress and utilities to the Property (the "Easement") in substantially the form of **Exhibit C** attached hereto, which Easement shall be in the location generally depicted on **Exhibit A** (the "Easement Area") attached hereto.

12. **BROKER.** The parties hereto represent and warrant that there is no broker involved in this transaction and that no real estate commission is due or payable to any person or organization. Seller shall indemnify and hold the Purchaser harmless including attorney's fees, for and against any and all claims related in any manner to brokerage fees and commissions regarding the property to be conveyed and this transaction.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed material to this transaction and have been relied upon by Purchaser in connection herewith and shall survive the closing and transfer of the Property:

A. Seller has full power and authority to enter into this agreement, and to perform and carry out all obligations, covenants, and provisions hereof.

B. The Property is not, as of the date hereof, in violation of any governmental orders, regulations, statutes or ordinances dealing with the construction, operation, health, safety and/or maintenance of same.

C. Seller has good and marketable title to all of the Property being sold to Purchaser hereunder, free and clear of any and all claims, liens and encumbrances whatsoever, and that no other person, firm or entity has any interest whatsoever in any of the said Property being sold by Seller to Purchaser.

D. There are no outstanding service agreements, management contracts or other contractual obligations not disclosed herein affecting the property.

E. There are no tenants on the Property and the Property is not subject to any leases or any other type of tenancies.

F. Seller has no notice of and there is no pending or threatened, litigation, administrative action or examination, claim or demand whatsoever relating to the property before any court, or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof.

G. Seller has not caused or permitted the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Substances (as hereinafter defined), or other dangerous or toxic substances, or solid waste, except in compliance with all applicable federal, state and local laws or regulations, and has not caused or permitted and has no knowledge of the release of any Hazardous Substances on or off-site of Seller's Property.

"Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other, federal state or local governmental law, ordinance, rule or regulation.

H. There are no underground storage tanks of any nature on the Property.

14. **COSTS AND EXPENSES.** Seller shall pay all transfer taxes and/or revenue stamps due upon the Deed, if any, and the cost of recording any discharges of mortgages or other documents necessary to provide marketable title as required under this Agreement. Purchaser shall pay to record any documents for the Purchaser's benefit.

15. **NOTICES.** All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally, by overnight courier (such as Federal Express), **or** email transmission to the addresses set forth below. To be effective, all notices to Purchaser must be sent via electronic mail (email) to "bordoley.martin@gmail.com", "kevinjschonscheck@gmail.com", and "jbalice@generalrv.com".

To Purchaser: Chris Davis, 25000 Assembly Park Dr., Wixom, MI 48393
cdavis@generalrv.com

with a copy to: John Balice, 25000 Assembly Park Dr., Wixom, MI 48393
jbalice@generalrv.com

with a copy to: Kirton McConkie, Attn: Jessica Rancie, 50 E South Temple, Suite 400,
Salt Lake City, UT 84111, jrancie@kmclaw.com

and
kevinjschonscheck@gmail.com

To Seller: David Larson, 1600 E South Weber Drive, South Weber UT 84405
dlarson@southwebercity.com

16. **GENDER AND SUCCESSORS.** The pronouns and relative words herein used are written in the neuter and singular only. If more than one joins in the execution hereof as the Seller or the Purchaser or either be of the feminine sex or a masculine sex, such words shall be read as if written in plural, feminine or masculine, respectively. The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

17. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions shall apply:

A. The Seller and the Purchaser agree that time is of the essence and that each will timely perform their respective obligations.

B. This Agreement may not be amended except by written agreement signed by the party to be bound.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

D. This Agreement represents the entire agreement between the parties and supersedes and replaces all prior agreements or understandings, either written or oral.

E. This Agreement may be executed in counterparts with the counterparts, when taken together constituting an original document.

F. The parties hereto agree that all representations of the Seller shall survive closing.

G. The parties hereto agree that this offer has been jointly drafted.

DATE OF OFFER 7.19.23.



SOUTH WEBER, LLC

By: 
_____ Chris Davis, Manager

ADDITIONAL SIGNATURES ON PAGE FOLLOWING

ACCEPTANCE OF OFFER

TO THE ABOVE-NAMED PURCHASER:

The foregoing offer is hereby accepted, and the Seller agrees to sell said property upon the terms and conditions stated.

DATE OF ACCEPTANCE. _____

WITNESSES:

SELLER(S):

Recorder Lisa Smith

City Manager David Larson

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing offer to purchase.

SOUTH WEBER, LLC
a Michigan Limited Liability Company

date: _____

By: _____

Purchase Offer

EXHIBIT A

[Depiction of Property and Easement Area]

Purchase Offer

EXHIBIT B

[Development Agreement]

DEVELOPMENT AGREEMENT

Dated the _____ day of _____, 2023

By and Between

South Weber City

and

South Weber, LLC

DRAFT

DEVELOPMENT AGREEMENT FOR
104 E SOUTH WEBER DRIVE, SOUTH WEBER, UT

This Development Agreement (hereinafter “**Agreement**”) is entered into on _____, 2023, by and between South Weber, LLC, (“**Developer**”) and South Weber City (hereinafter “**City**”) (individually “**Party**” and collectively the “**Parties**”) for the purpose of achieving various aims and objectives related to the development of approximately 5.33 acres of real property located approximately at the address of 104 E South Weber Drive, South Weber, Utah, and more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference (the “**Site**”). Attached hereto as **Exhibit 2** and incorporated by this reference is a site plan that depicts the proposed development of the Site.

RECITALS

- A. Whereas Developer has entered into an agreement for purchase of the Site.
- B. Whereas Developer previously purchased an additional 17.97 acres of real property located at 475 E 6650 S, South Weber, Utah (the “**Additional Site**”), which is subject to a Development Agreement entered into between Developer and the City dated February 28, 2023 (the “**Initial Development Agreement**”).
- C. Whereas Developer desires to develop and otherwise improve the Site and Additional Site as a commercial development known as General RV Center (the “**Project**”).
- D. Whereas the Parties have worked together in good faith to conceptualize the Project resolving issues related to roadways, building siting, infrastructure, pedestrian, and community needs at and around the Site.
- E. Whereas development of the Site, pursuant to this Agreement, is acknowledged by the Parties to be consistent with Utah's Land Use Development and Management Act and the City’s applicable Commercial-Highway (C-H) zone designation, and shall benefit the City, Developer, and the public.
- F. Whereas the Parties acknowledge that development of the Project pursuant to this Agreement and the Initial Development Agreement will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Site, creating automotive and pedestrian connectivity, expanding economic development within the City, creating job growth and vocational training opportunities, increasing property tax, sales tax, and other revenues to the City.
- G. The Parties acknowledge that except for the availability of certain incentives from the City, the Project would not be feasible, and Developer would not be willing to purchase the Site and proceed with development of the Project.
- H. Whereas development of the Site pursuant to this Agreement will also result in significant benefits to Developer by providing assurances to Developer that it will have the ability to develop the Site in accordance with this Agreement.

- I. Whereas the Parties enter into this Agreement to memorialize and set forth the arrangements that each of the Parties agree are necessary to develop the Project in an efficient and effective manner.
- J. Whereas the City can only be bound by action of the City Council.
- K. Whereas the Parties have cooperated in the preparation of this Agreement.
- L. Whereas the Parties desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Site and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

NOW, THEREFORE, each of the Parties for and in consideration of mutual promises and other good and valuable consideration, does covenant and agree as set forth herein.

ARTICLE 1 - DEFINITIONS

The following capitalized terms have the meanings and content set forth in this Article 1, wherever used in this Agreement.

1.1 City

The term “**City**” means South Weber City, a political subdivision of the State of Utah.

1.2 Development Plans

The term “**Development Plans**” are the plans provided to the City by the Developer as required by City code for site plan review and subdivision and which have been realized to a design development level of design and depict the development of the Project on the Site and any Public Improvements to be installed in conjunction with the Project. Attached hereto as **Exhibit 3** are copies of the Development Plans.

1.3 Developer

The term “**Developer**” means South Weber, LLC, or any special purpose LLC that is managed by General RV Center or its affiliates.

1.4 Private Improvements

The term “**Private Improvements**” means the improvements contemplated under this Agreement to be constructed or installed by the Developer on the Site, as more particularly described in **Exhibit 2** and **3** including all buildings/structures, together with all parking, internal drive lanes, internal sewer, internal water, internal storm sewer, internal curbs and gutters, internal sidewalks and landscaping on the Site, as required by City codes, rules and regulations; all of which are intended to be privately owned and maintained, exclusively benefit the Site, and which are specifically identified in the submitted civil drawings.

1.5 Public Improvements

The term “**Public Improvements**” means the improvements contemplated under this Agreement to be constructed or installed by the Developer off the Site or for the benefit of the public at large or the City, as more particularly described in **Exhibits 2** and **3** including a access driveway as required by City codes, rules and regulations or by other jurisdictions with authority.

ARTICLE 2 – OBLIGATIONS

The Developer hereby agrees as follows regarding the construction, installation, and operation of Private and Public Improvements:

2.1 Developer

The Developer agrees, at its expense, to undertake the construction and installation of both Private and Public Improvements. The Developer shall construct and install all the Public and Private Improvements without expense to the City. The Developer shall prepare the Site for construction or installation of the Public and Private Improvements and construct and install said Public and Private Improvements in such a manner that the development shall meet applicable zoning, building, parking, landscaping, sign and other ordinances and regulations except for those modifications set forth in **Exhibit 4**.

ARTICLE 3 - CONSTRUCTION REQUIREMENTS, ETC.

3.1 Issuance of Permits

The Developer shall have the sole responsibility for obtaining all necessary permits and approvals to construct and install the Public and Private Improvements and shall make application for such permits and approvals directly to the City's Building Department, other appropriate agencies, departments, or jurisdictions with authority, as required.

3.2 Times for Construction

The Developer agrees to use its reasonable business judgment to determine when to commence the development of the Site. Construction commencement depends on numerous factors outside of the control of Developer. As such, the Project's Site Plan review documentation and attendant approvals shall expire two (2) years after their issuance. Developer can request two (2) twelve (12) month extensions if done in writing to the Zoning Administrator at least 30 days prior to the end of the initial two (2) year period or first extension.

3.3 Access to Site

The Public and Private Improvements shall be subject to inspection by representatives of the City. The Developer shall permit access to the Site by the City for purposes of inspection, and, to the extent necessary, to carry out the purposes of this and other sections or provisions of this Agreement. Inspections shall be made during reasonable business hours and shall be made in accordance with standard Project safety guidelines.

ARTICLE 4 - MISCELLANEOUS PROVISIONS

4.1 Development Incentives

The City shall provide certain incentives for the development of the Project as follows:

- a. The City shall take all steps reasonably necessary to create a Community Redevelopment Area ("CRA") as provided in Section 4.1(a) of the Initial Development Agreement provided, however, that the Site shall also be incorporated into the CRA. Upon creation of the CRA and conditioned on the decisions made by the various taxing entities within the CRA, the Parties shall enter into a Tax Increment Financing Agreement in

substantially the form of **Exhibit 5** attached to the Initial Development Agreement, as modified to incorporate the Site as provided in the **Exhibit 5(A)** attached hereto, which shall grant to Developer a property tax exemption for a period of ten (10) years of the tax exemptions duly authorized by the various taxing entities within the CRA.

- b. City shall reimburse Developer for Fifty Percent (50%) of the actual costs associated with the design, construction and installation of the Public Improvements (the “**Reimbursement Amount**”) in an estimated amount of \$460,000.00, which includes estimated costs of \$287,500.00 for a shared access driveway to the Site as well as the City’s adjacent property and \$172,500 for a new detention area. Upon receipt of final site plan and subdivision approval and Developer’s purchase of the Site, the Parties shall execute and deliver a Reimbursement Agreement in substantially the form of **Exhibit 6** attached hereto. In the event the City commences construction of the shared access driveway prior to commencement by Developer, the City shall be reimbursed for Fifty Percent (50%) of its actual costs in accordance with the terms of the Reimbursement Agreement.
- c. Upon issuance of a building permit for the Project, the City shall defer payment of any impact fees owed in relation to the Site in the estimated amount of \$_____ for a period of five (5) years from the date on the building permit (“Five-year Period”). In the event the Project, including the Additional Site, generates at least Sixty Million Dollars (\$60,000,000.00) in taxable revenue during the Five-year Period, the City shall permanently waive any impact fees owed in relation to the Site. The Parties shall cooperate and execute any further documents reasonably necessary to effectuate this waiver.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

- 5.1 The Developer agrees to not discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any improvements erected or to be erected thereon, or any part thereof.
- 5.2 **The Parties recognize that the Public and Private Improvements represented in the Design Development Plans represent Developer's best attempt to estimate project economics, infrastructure design, market dynamics, project sequencing, and site layout to achieve the City’s goals and objectives. Both parties acknowledge that these development assumptions are subject to change due to additional information such as further architectural and systems design, civil engineering, and other conditions which are unknown at this moment.** Minor changes to the Development Plans by the Developer may be approved, as authorized by the City Code.
- 5.3 A notice or communication under this Agreement, by a Party to the other Party, shall be considered delivered, if given in writing by personal service, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such Party as follows:

In the case of a notice or communication to the City:

South Weber City
Attn: David Larson, City Manager
1600 East South Weber Drive
South Weber, Utah 84405

With a copy to:

Jayne Blakesley
Hayes Godfrey Bell, PC
2118 East 3900 South, Suite 300
Holladay, Utah 84124

In the case of a notice or communication to the Developer:

General RV Center
Attn: John Balice
25000 Assembly Park Dr
Wixom, MI 48393

With a copy to:

Kirton McConkie
Attn: Jessica Rancie
50 East South Temple, Suite 400
Salt Lake City, UT 84111

Or, addressed in such other way in respect to a Party as that Party may, from time to time, designate in writing dispatched as provided in this Section.

5.4 Attachments/Recitals

All exhibits referred to in this Agreement as being attached, or to be attached, are incorporated herein and made a part hereof as if set forth in full and are binding upon the Parties to this Agreement.

5.5 Headings

Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

5.6 Successors and Assigns of Developer

This Agreement shall be binding upon the Developer and its successors and assigns. Where the term “Developer” is used in this Agreement, it shall mean and include the successors and assigns of the Developer.

5.7 Agreement to Run with the Land

The Parties agree that this fully executed Agreement is to run with the land of the Site and that this fully executed Agreement shall be recorded on the property of the Site with the Davis County Record's Office.

5.8 Mutual Drafting

Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

5.9 No Waiver

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

5.10 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

5.11 Attorney's Fees

In the event of a default hereunder, the defaulting Party agrees to pay all costs incurred by the other Party in enforcing this Agreement, including reasonable attorney's fees, whether by inhouse counsel or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

5.12 Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

5.13 Entire Agreement and Amendments

This Agreement and all attachments thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties

5.14 Counterparts

This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

5.15 Time

Time is of the essence of this Agreement and its attachments.

5.17 Authority

The Parties to this Agreement each warrant that they have the necessary authority to execute this Agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf and the Developer has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

SOUTH WEBER, LLC

Name: Date
Its:

SOUTH WEBER CITY

David Larson Date

City Manager

Attest:

City Recorder

Approved as to form:

City Attorney

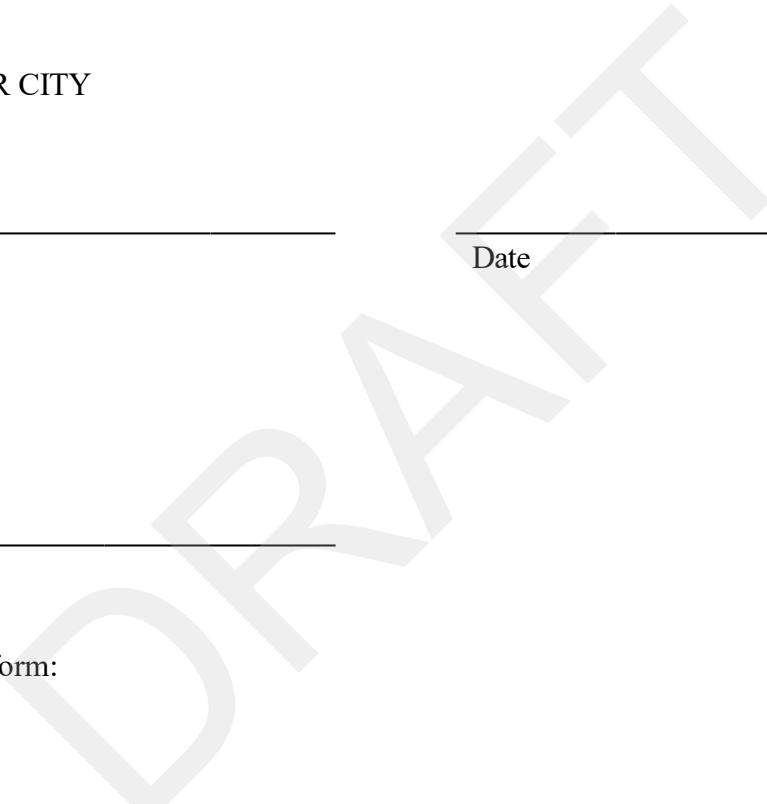


TABLE OF EXHIBITS

- Exhibit 1: Legal Description of Site
- Exhibit 2: Site Plan
- Exhibit 3: Development Design Plans
- Exhibit 4: Code Modification Table
- Exhibit 5(A): Tax Increment Financing Agreement
- Exhibit 6: Reimbursement Agreement

DRAFT

Development Agreement

EXHIBIT 1

[Legal Description]

A PART OF THE NORTHWEST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 29, THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, BEING LOCATED NORTH 89°07'40" WEST 108.08 FEET (BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 WHICH BEARS NORTH 89°07'40" WEST NAD 83 STATE PLANE GRID BEARING) FROM THE NORTHEAST QUARTER OF SAID SECTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 475 EAST; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°29'39" EAST 31.52 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 10°30'37" EAST 550.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 84; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 69°00'40" EAST 764.48 FEET; (2) SOUTH 54°14'40" EAST 249.65 FEET; (3) SOUTH 61°40'56" EAST 199.87 FEET; (4) SOUTH 52°09'21" EAST 151.07 FEET; THENCE SOUTH 82°57'31" WEST 196.36 FEET; THENCE SOUTH 07°07'49" EAST 198.86 FEET; THENCE SOUTH 50°41'10" EAST 22.70 FEET; THENCE SOUTH 07°02'29" EAST 114.17 FEET TO THE RIGHT-OF-WAY LINE OF OLD FORT ROAD; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) NORTH 85°35'49" WEST 889.13 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT 466.96 FEET, HAVING A RADIUS OF 311.00 FEET, A CENTRAL ANGLE OF 86°01'41", ANDWHICH CHORD BEARS NORTH 42°34'59" WEST 424.31 FEET; (3) NORTH 02°29'39" EAST 3.15 FEET TO THE POINT OF BEGINNING.

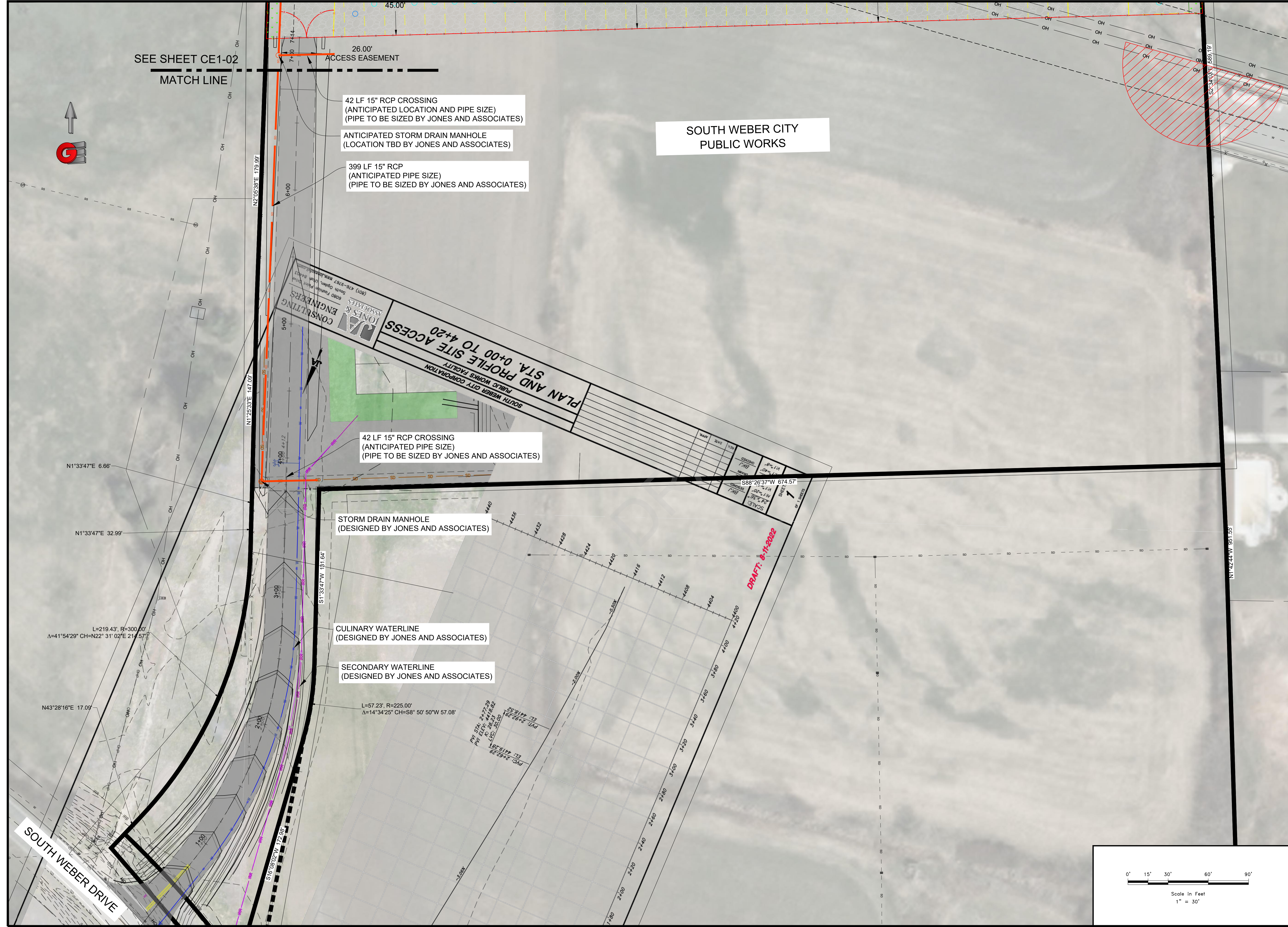
DRAFT

Development Agreement

EXHIBIT 2

[Site Plan]

DRAFT



SEE SHEET CE1-02
MATCH LINE

42 LF 15" RCP CROSSING
(ANTICIPATED LOCATION AND PIPE SIZE)
(PIPE TO BE SIZED BY JONES AND ASSOCIATES)

ANTICIPATED STORM DRAIN MANHOLE
(LOCATION TBD BY JONES AND ASSOCIATES)

399 LF 15" RCP
(ANTICIPATED PIPE SIZE)
(PIPE TO BE SIZED BY JONES AND ASSOCIATES)

SOUTH WEBER CITY PUBLIC WORKS

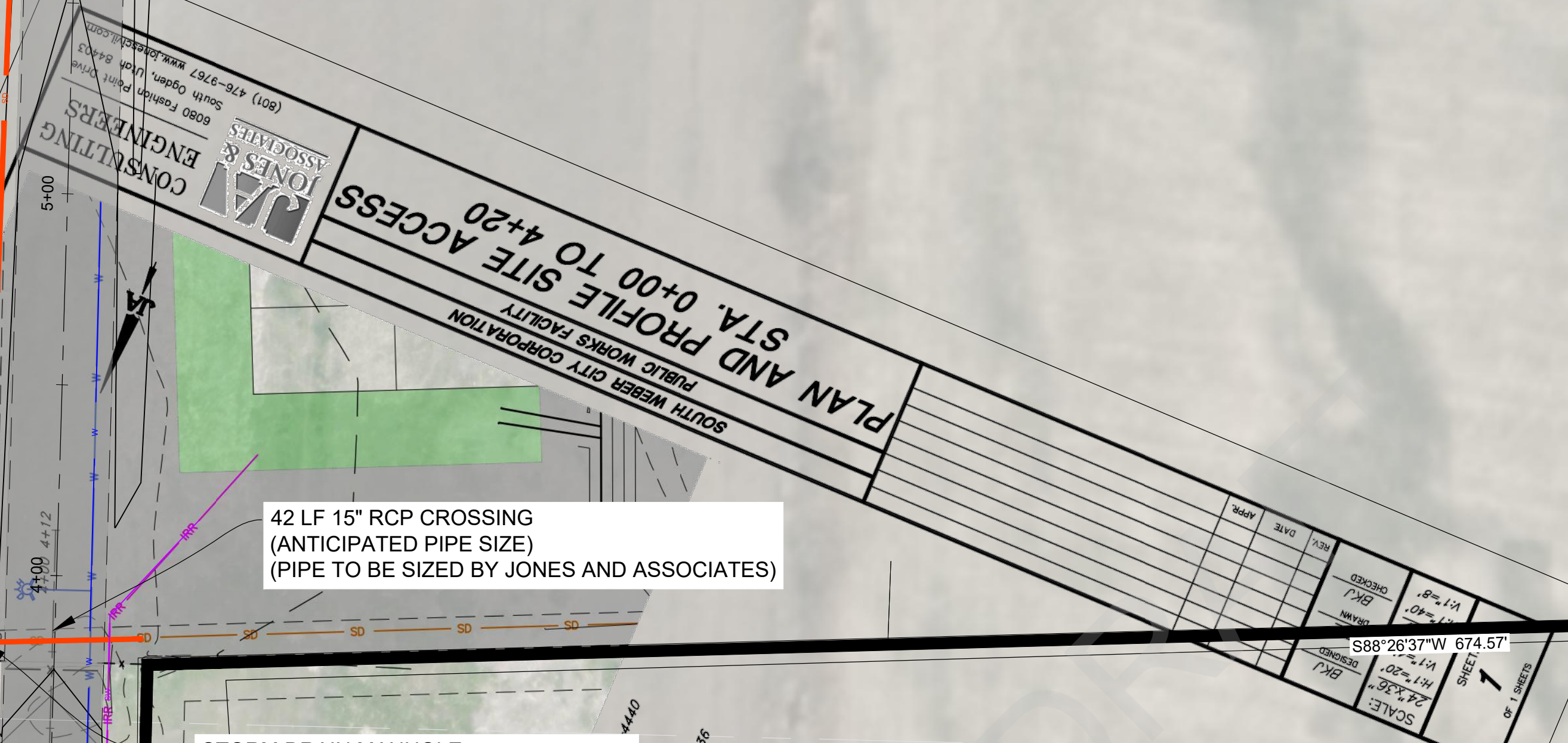
42 LF 15" RCP CROSSING
(ANTICIPATED PIPE SIZE)
(PIPE TO BE SIZED BY JONES AND ASSOCIATES)

STORM DRAIN MANHOLE
(DESIGNED BY JONES AND ASSOCIATES)

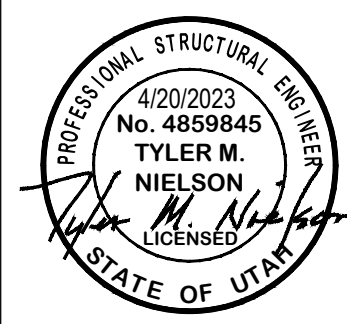
CULINARY WATERLINE
(DESIGNED BY JONES AND ASSOCIATES)

SECONDARY WATERLINE
(DESIGNED BY JONES AND ASSOCIATES)

L=57.23', R=225.00'
Δ=14°34'25" CH=S8° 50' 50"W 57.08'

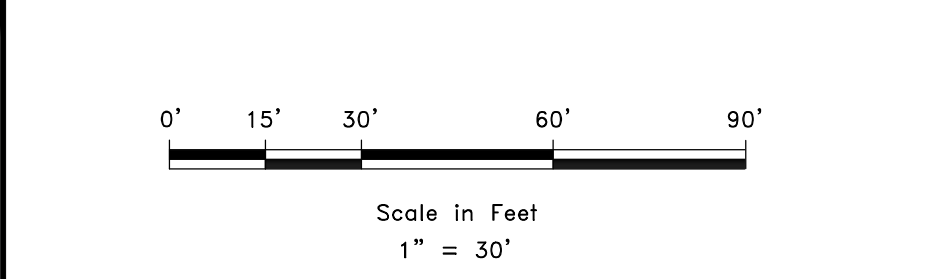
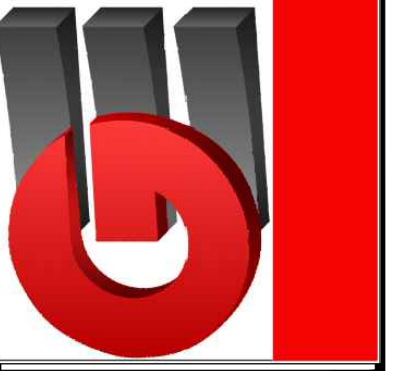


REVISIONS	DATE	DESCRIPTION

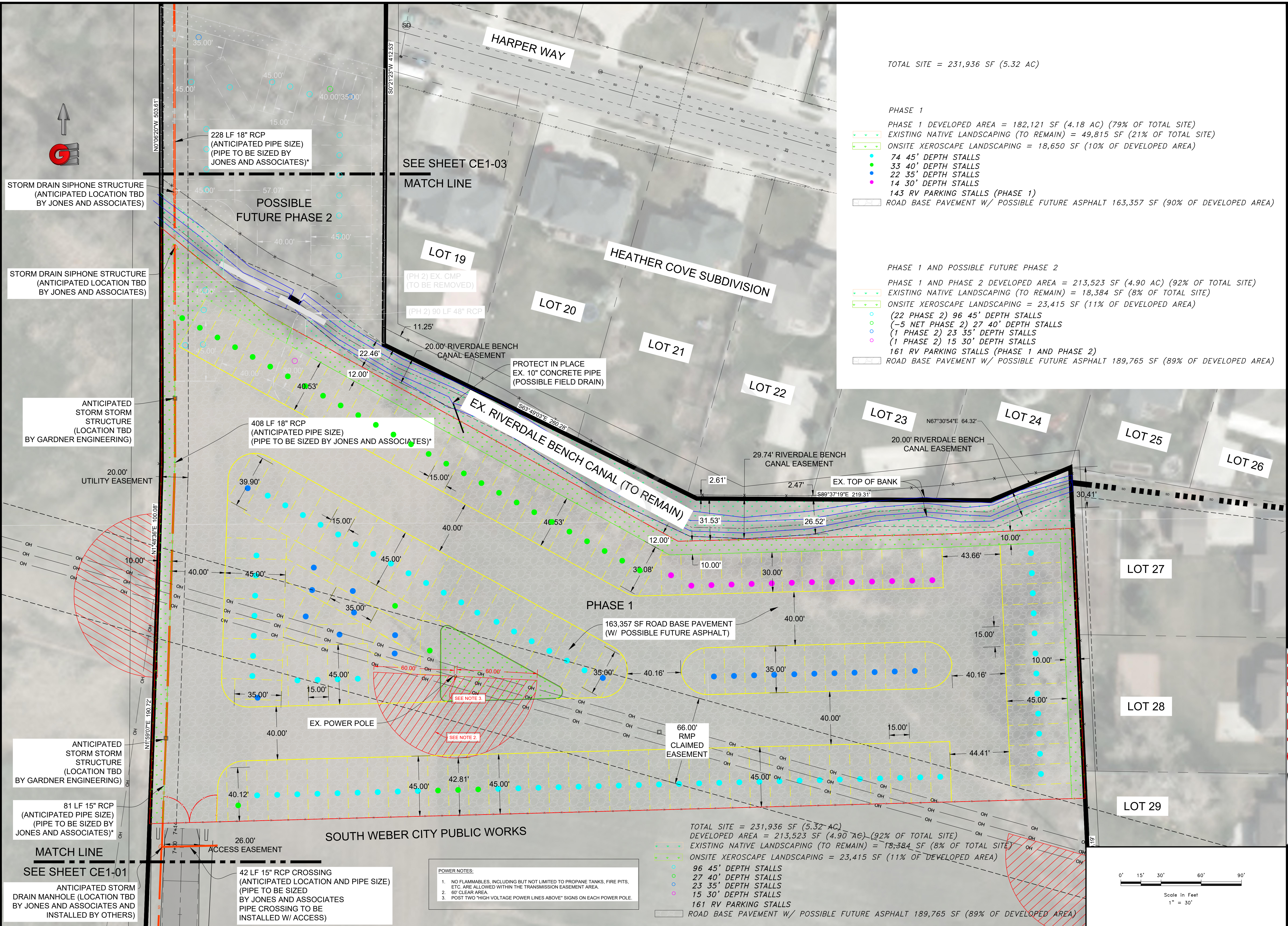


SITE PLAN
 GENERAL RV INVENTORY LOT
 104 EAST SOUTH WEBER DRIVE
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH

GARDNER ENGINEERING
 CIVIL - LAND PLANNING
 MUNICIPAL - LAND SURVEYING
 1850 W 2100S, WEST HAVEN, UT 84405
 P 801.476.0202 F 801.476.0066



CE1-01



TOTAL SITE = 231,936 SF (5.32 AC)

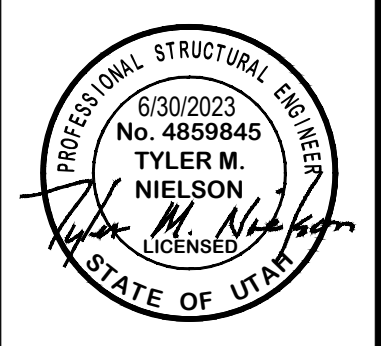
PHASE 1

- PHASE 1 DEVELOPED AREA = 182,121 SF (4.18 AC) (79% OF TOTAL SITE)
- EXISTING NATIVE LANDSCAPING (TO REMAIN) = 49,815 SF (21% OF TOTAL SITE)
- ONSITE XEROSCAPE LANDSCAPING = 18,650 SF (10% OF DEVELOPED AREA)
 - 74 45' DEPTH STALLS
 - 33 40' DEPTH STALLS
 - 22 35' DEPTH STALLS
 - 14 30' DEPTH STALLS
- 143 RV PARKING STALLS (PHASE 1)
- ROAD BASE PAVEMENT W/ POSSIBLE FUTURE ASPHALT 163,357 SF (90% OF DEVELOPED AREA)

PHASE 1 AND POSSIBLE FUTURE PHASE 2

- PHASE 1 AND PHASE 2 DEVELOPED AREA = 213,523 SF (4.90 AC) (92% OF TOTAL SITE)
- EXISTING NATIVE LANDSCAPING (TO REMAIN) = 18,384 SF (8% OF TOTAL SITE)
- ONSITE XEROSCAPE LANDSCAPING = 23,415 SF (11% OF DEVELOPED AREA)
 - (22 PHASE 2) 96 45' DEPTH STALLS
 - (-5 NET PHASE 2) 27 40' DEPTH STALLS
 - (1 PHASE 2) 23 35' DEPTH STALLS
 - (1 PHASE 2) 15 30' DEPTH STALLS
- 161 RV PARKING STALLS (PHASE 1 AND PHASE 2)
- ROAD BASE PAVEMENT W/ POSSIBLE FUTURE ASPHALT 189,765 SF (89% OF DEVELOPED AREA)

REVISIONS	DESCRIPTION	DATE



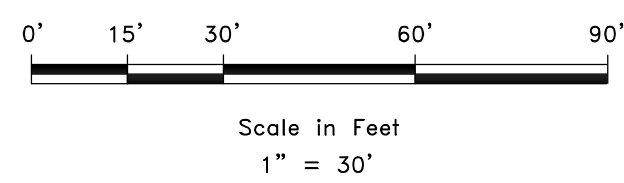
SITE PLAN
 GENERAL RV INVENTORY LOT
 104 EAST SOUTH WEBER DRIVE
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH

GARDNER ENGINEERING
 CIVIL - LAND PLANNING
 MUNICIPAL - LAND SURVEYING
 1800 W 2100 S, WEST HAVEN, UT 84406
 P 801.476.0202 F 801.476.0066

CE1-02

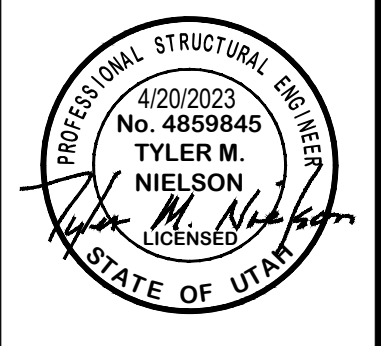
- TOTAL SITE = 231,936 SF (5.32 AC)
 DEVELOPED AREA = 213,523 SF (4.90 AC) (92% OF TOTAL SITE)
 EXISTING NATIVE LANDSCAPING (TO REMAIN) = 18,384 SF (8% OF TOTAL SITE)
 ONSITE XEROSCAPE LANDSCAPING = 23,415 SF (11% OF DEVELOPED AREA)
- 96 45' DEPTH STALLS
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 - 23 35' DEPTH STALLS
 - 15 30' DEPTH STALLS
 - 161 RV PARKING STALLS
 - ROAD BASE PAVEMENT W/ POSSIBLE FUTURE ASPHALT 189,765 SF (89% OF DEVELOPED AREA)

- POWER NOTES:**
- NO FLAMMABLES, INCLUDING BUT NOT LIMITED TO PROPANE TANKS, FIRE PITS, ETC. ARE ALLOWED WITHIN THE TRANSMISSION EASEMENT AREA.
 - 80' CLEAR AREA
 - POST TWO "HIGH VOLTAGE POWER LINES ABOVE" SIGNS ON EACH POWER POLE.



SCALE:	1" = 30'
DATE:	4/20/2023
DESIGN:	WJS
DRAWN:	WJS
CHECKED:	TJN

REVISIONS	DESCRIPTION
DATE	

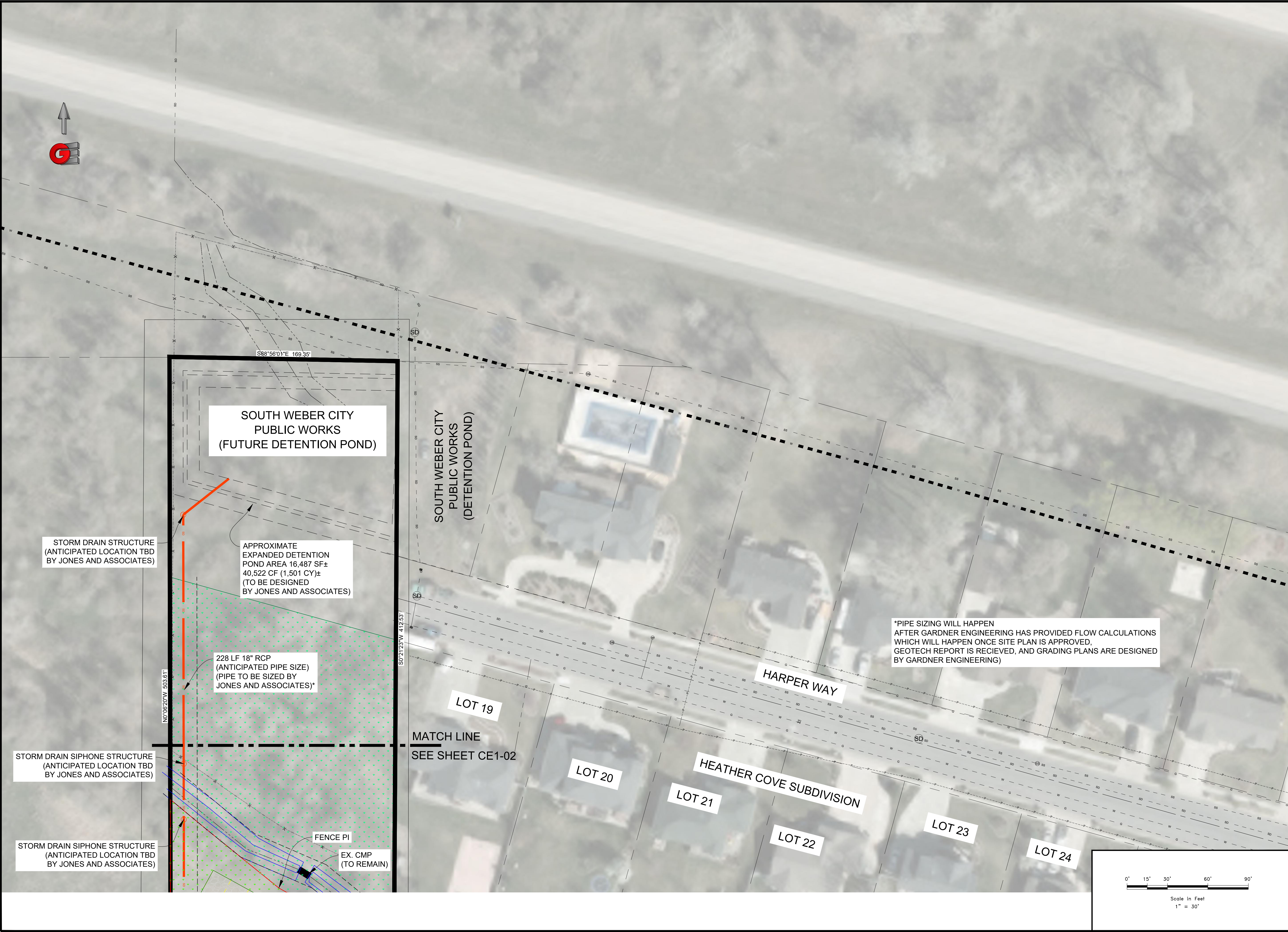


SITE PLAN
GENERAL RV INVENTORY LOT
104 EAST SOUTH WEBER DRIVE
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

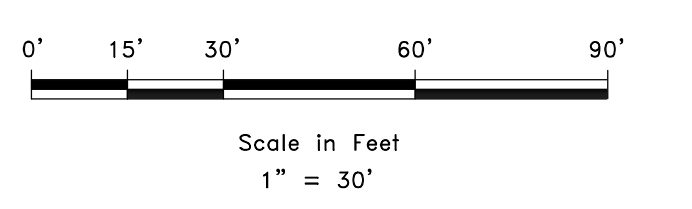
GARDNER ENGINEERING
 CIVIL & LAND PLANNING
 MUNICIPAL & LAND SURVEYING
 1800 W 2100S, WEST HAVEN, UT 84406
 P. 801.476.0202 F. 801.476.0066



CE1-03



*PIPE SIZING WILL HAPPEN AFTER GARDNER ENGINEERING HAS PROVIDED FLOW CALCULATIONS WHICH WILL HAPPEN ONCE SITE PLAN IS APPROVED, GEOTECH REPORT IS RECEIVED, AND GRADING PLANS ARE DESIGNED BY GARDNER ENGINEERING)



Development Agreement

EXHIBIT 3

[Development Design Plans]

DRAFT

Development Agreement

EXHIBIT 4

[Code Modification Table]

DRAFT

Development Agreement

EXHIBIT 5(A)

[Tax Increment Financing Agreement]

DRAFT

TAX INCREMENT FINANCING AGREEMENT

This TAX INCREMENT FINANCING AGREEMENT (this “**Agreement**”) is made as of this _____ of _____, 2023, by and between the SOUTH WEBER CITY, a Utah municipal corporation (the “**City**”), and SOUTH WEBER, LLC, a Utah limited liability company (the “**Developer**”). The City and Developer are referred to herein individually as “party,” and collectively as “parties.”

RECITALS

WHEREAS the Developer owns approximately 17.97 acres of real estate located at 475 E 6650 S, South Weber, Utah, and more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference (the “**Initial Site**”);

WHEREAS the Developer also owns approximately 5.33 acres of real estate located at 104 E South Weber Drive, South Weber, Utah, and more particularly described in **Exhibit 2** attached hereto and incorporated herein by reference (the “**Additional Site**”)(the Initial Site and the Additional Site are hereinafter referred to collectively as the “**Property**”);

WHEREAS the developer desires to improve the Property as commercial development known as General RV Center (the “**Project**”); and

WHEREAS the building to be constructed on the Initial Site of the Property is planned to result in approximately 17,100 square feet of retail space and a 38,500 square foot shop/service area (collectively the “**Building**”); and

WHEREAS the Project is expected to result in an estimated capital investment of \$ _____, including \$ _____ for land purchase and \$ _____ for construction costs paid for by the Developer; and

WHEREAS through the Project, the Developer plans to create in the aggregate over 80 permanent full-time jobs at the Property (the “**Jobs**”); and

WHEREAS the Property is located within the boundaries of the _____ Area (the “**CRA**”), as designated by the Community Redevelopment and Renewal Agency for South Weber City (the “**RDA**”); and

WHEREAS the City strongly supports increased economic development to provide additional jobs, expand business within the City, and to develop a healthy economy and stronger tax base; and

WHEREAS on February 28, 2023, the City Council voted to approve a Tax Increment Financing Agreement relative to the Initial Site, and to authorize the execution of this Agreement on behalf of the City and to approve submission to the RDA, along with other documents related thereto; and

WHEREAS, on _____, 2023, the City Council also voted to approve a Tax Increment Financing Agreement relative to the Additional Site, and to authorize the execution of this Agreement on behalf of the City and to approve submission to the RDA, along with other documents related thereto; and

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. THE CITY'S OBLIGATIONS

A. The Mayor of the City has executed this Agreement on behalf of the City. This execution is subject to approval of the Agreement by the RDA. The City shall take all steps reasonably necessary to obtain approval of this Agreement by the RDA.

B. The City shall grant a Tax Increment Financing (“TIF”) property tax exemption (the “**Exemption**”) to the Developer for the Project in accordance with Title 17C, Chapter 1, Part 4 of the Utah Code and the applicable regulations.

C. The Exemption shall be for the period of ten (10) years commencing in the fiscal year following the date that the Project is placed into service pursuant to the certificate of occupancy issued by the City (the “**Start Date**”), and shall provide an exemption from taxation of the new incremental value of the Property resulting from the Project (the “**Real Estate Increment**”):

D. The base valuation shall be the assessed value of the Property for the fiscal year prior to the fiscal year beginning July 1st in which the Property first becomes eligible for exemption pursuant to this Agreement.

E. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community in accordance with Title 17C, Chapter 1, Part 4 of the Utah Code, as such may be amended or supplemented.

F. Notwithstanding anything herein to the contrary, the Real Estate Increment created by the Project is the amount eligible for exemption from real estate taxation hereunder.

SECTION 2. THE DEVELOPER'S OBLIGATIONS

The City grants the Exemption to the Developer in consideration of and commitment by the Developer of the following:

A. The Developer (or its successor in interest) owns and operates the Property and constructs the Building on the Property.

B. Developer invests an estimated aggregate amount of \$ _____ in the

Project, including (i) approximately \$ _____ for land purchase and approximately \$ _____ for construction costs that have been paid or will be paid for by the Developer.

C. The Developer shall create a minimum of 80 full-time jobs through the Project. Developer shall have three (3) years from the Start Date to achieve Developer's job creation obligations set forth in this paragraph.

D. Subject to applicable law, the Developer will use reasonable efforts to identify and give priority to hiring of qualified residents within the CRA, with particular emphasis on the City, to fill Job vacancies. In the event of a default or alleged default by the Developer of their obligations under this Section, the Developer shall have the obligation to meet with representatives of the City at mutually agreeable times to develop a plan for the Parties to meet such goals going forward, in addition to the City's other rights hereunder. The Developer shall retain all authority regarding the hiring or retention of workers.

E. The Developer shall commit to access to a vocational training program with the RV Technical Institute or equivalent.

F. The Developer shall submit an annual report to the RDA on or before January 30 of each year for the duration of this Agreement. The annual report shall include the number of permanent full-time jobs created, the number of people hired from within the CRA, and the value of Project capital investments and other related items for the annual time period ending December 31 and on a cumulative basis. Developer shall provide City with a copy of such annual report upon submittal to the RDA.

G. If Developer fails to meet its obligations specified in this Agreement, the City may take action to petition the RDA amend the Exemption. Upon decertification or rescission of the Exemption, the City shall discontinue the Tax Increment Financing (TIF) benefits provided to the Property, commencing with the first fiscal year in which the Exemption is decertified or rescinded, or if such benefits have already been received by the Developer for the fiscal year in which the Project has been decertified or Exemption is rescinded, commencing as of the fiscal year immediately following that fiscal year. Prior to taking any action to petition the RDA to decertify the Project or amend this Agreement to rescind the Exemption, the City shall (i) give written notice of the alleged default to the Developer and provide the Developer with thirty (30) days from the receipt of such written notice to respond to the City regarding any alleged default, (ii) provide the Developer the opportunity to meet with City officials to discuss a remedy for the alleged default, and (iii) allow the Developer to commence to cure, correct or remedy such failure or default, and complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or with respect to default that cannot be remedied within such ninety (90) day period, within such additional period of time as is permitted by the City in its reasonable discretion so long as Developer diligently pursues completing such cure, correction or remedy. Should the Developer opt not to cure the default, the Developer agrees that it will not oppose a request for decertification or amendment to Exemption by the City based on such default.

H. If the Tenant or Developer plans to move from the Property, the City shall be given thirty (30) days advance written notice from Developer.

SECTION 3. OTHER CONSIDERATIONS

A. This Agreement shall be binding upon the Developer and subsequent owners of the Property.

B. The matters described above as obligations of the Developer are only conditions to the eligibility for tax exemptions under this Agreement. The City's sole remedies for failure by Developer to satisfy any of its obligations under this Agreement are set forth in Section 2(G) above.

C. This Agreement shall be governed by the laws of the State of Utah. Any unresolved dispute arising hereunder shall only be submitted by the parties hereto to a court of competent jurisdiction located in the State of Utah.

D. Should any provision of the Agreement be declared or determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement.

E. The time within which the Developer shall be required to perform any of the respective acts or obligations under this Agreement shall be extended to the extent that the performance of such acts or obligations shall be delayed by a Force Majeure Event and only for so long as said Force Majeure Event has continued. A Force Majeure Event means any of the following unforeseeable supervening events or occurrences, each of which is beyond the reasonable control of the affected party hereto, if material: terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, acts of God, pandemics, inability to obtain or shortage of material, equipment or transportation and strikes, boycott, lockouts or other labor trouble or shortage (each, a "Force Majeure Event"). Whenever a Force Majeure Event shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, notify the other party in writing and use all reasonable efforts to reduce costs and resume performance under this Agreement. Continued prevention from performance by such causes for periods aggregating three hundred sixty (360) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this Agreement, or the City may likewise seek decertification in accordance with the terms of this Agreement.

F. The Developer will give written notice to the City at least thirty (30) days prior to any relocation of operations from the Property, or any transfer of its interest in the Property or its business to any entity other than designated as the Developer in this Agreement.

G. In endorsing this Agreement, the City also authorizes the submittal of the related TIF Plan and this Agreement to the RDA.

H. Notices required under this Agreement to be given by one party hereto to another

party hereto must be in writing and either personally delivered or sent to the address set forth in the Development Agreement dated February 28, 2023, by and between the City and Developer, by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

I. This Agreement may be executed in one or more counterparts, each of which will be considered an original. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

J. The City shall submit a copy of this Agreement to the RDA upon execution by the parties.

K. This Agreement represents the entire agreement between the parties hereto with respect to the matters herein and supersedes all prior negotiations, representations or agreements either written or oral, including. This Agreement may be amended only by written instrument signed by all parties hereto and approved by the RDA.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the first date written above.

SOUTH WEBER, LLC

_____	_____
Name:	Date

Its:

SOUTH WEBER

CITY

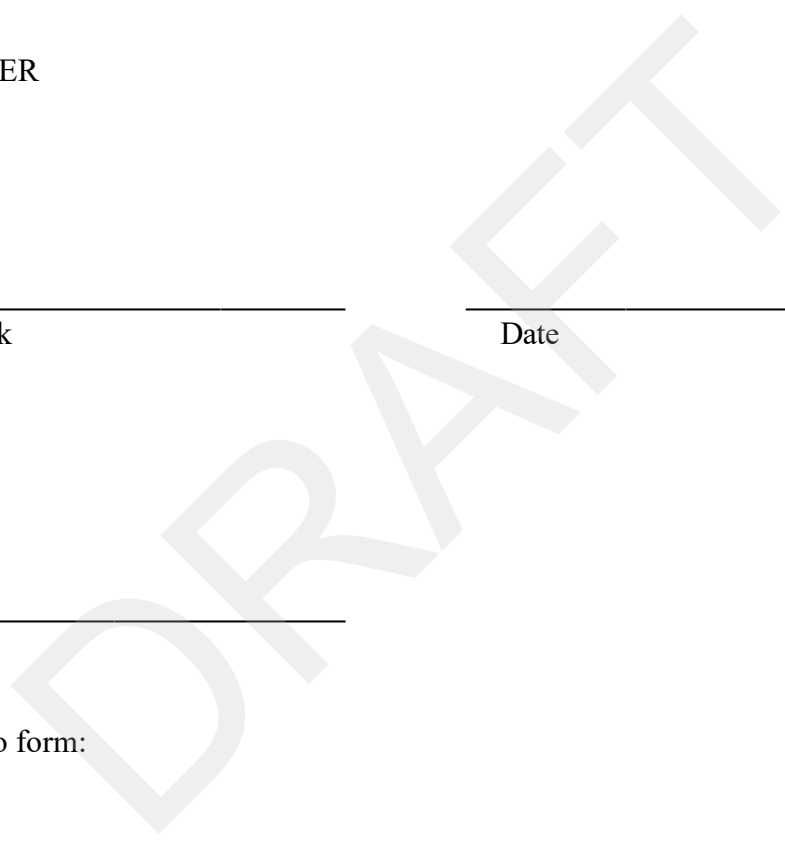
_____	_____
Rod Westbroek	Date
Mayor	

Attest:

City Recorder

Approved as to form:

City Attorney



TIF

EXHIBIT 1

[Legal Description of Initial Site]

A PART OF THE NORTHWEST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 29, THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, BEING LOCATED NORTH 89°07'40" WEST 108.08 FEET (BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 WHICH BEARS NORTH 89°07'40" WEST NAD 83 STATE PLANE GRID BEARING) FROM THE NORTHEAST QUARTER OF SAID SECTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 475 EAST; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°29'39" EAST 31.52 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 10°30'37" EAST 550.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 84; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 69°00'40" EAST 764.48 FEET; (2) SOUTH 54°14'40" EAST 249.65 FEET; (3) SOUTH 61°40'56" EAST 199.87 FEET; (4) SOUTH 52°09'21" EAST 151.07 FEET; THENCE SOUTH 82°57'31" WEST 196.36 FEET; THENCE SOUTH 07°07'49" EAST 198.86 FEET; THENCE SOUTH 50°41'10" EAST 22.70 FEET; THENCE SOUTH 07°02'29" EAST 114.17 FEET TO THE RIGHT-OF-WAY LINE OF OLD FORT ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 85°35'49" WEST 889.13 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT 466.96 FEET, HAVING A RADIUS OF 311.00 FEET, A CENTRAL ANGLE OF 86°01'41", AND WHICH CHORD BEARS NORTH 42°34'59" WEST 424.31 FEET; (3) NORTH 02°29'39" EAST 3.15 FEET TO THE POINT OF BEGINNING.

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EXHIBIT 2

[Legal Description of Additional Site]

DRAFT

Development Agreement

EXHIBIT 6

[Reimbursement Agreement]

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REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the “**Agreement**”) is entered into and effective as of the ___ day of _____, 2023, between the SOUTH WEBER CITY, a Utah municipal corporation (“**City**”) and SOUTH WEBER, LLC, a Utah limited liability company (“**Developer**”). The City and Developer are referred to herein individually as “party,” and collectively as “parties.”

RECITALS

WHEREAS, Developer is the owner and developer of certain real property located in the City of South Weber, State of Utah, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “**Developer Property**”);

WHEREAS, City is the owner and developer of certain real property located immediately adjacent to the Developer Property as more particularly described in Exhibit B attached hereto and incorporated herein by reference (the “**City Property**”). The Developer Property and the City Property are collectively referred to herein as the “**Properties**” or singularly as a “**Property**”;

WHEREAS, in connection with the development of the Properties, the Parties are willing to construct and install certain Improvements as defined in Section 2 below and as shown in the plans and specifications attached hereto as Exhibit C and incorporated herein by reference (the “**Plans and Specifications**”);

WHEREAS, the City has determined that the anticipated Improvements are a system improvement to the City’s water and roadway systems, and/or offsets the need for otherwise required system improvements to the City’s water and roadway systems;

WHEREAS, the Parties desire to reimburse the other Party for the cost of designing, installing and constructing the Improvements;

WHEREAS, reimbursements are authorized by Chapter 6 of the South Weber City Municipal Code (the “**City Code**”) for the purpose of implementing the policies stated therein.

NOW, THEREFORE, the City and Developer, for and in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals and Exhibits. The above Recitals and Exhibits attached hereto and referenced herein are hereby incorporated into this Agreement.

2. Improvements. The Parties have designed the following improvements as shown in the plans and specifications attached hereto as Exhibit C and incorporated herein by reference (collectively, the “**Improvements**”): (i) construction, grading and paving of a shared access driveway, including curbs, curb cuts, gutters and sidewalks, and such fire hydrants, if any, as

may be required by any applicable governmental authority (the “**Roadway Improvements**”); (ii) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines, and all other utility lines as required by any applicable governmental authority, including, without limitation, telephone, gas and power lines, and stubbed to the Non-Constructing Party’s Property line and have sufficient capacity to serve both Properties when fully developed (collectively the “**Utility Improvements**”); and (iii) construction and installation of storm water control structures, including a detention pond, pipes and water control structures, berms and dikes, and vegetative filters and groundcovers (collectively the “**Detention Improvements**”). The Improvements shall be constructed and installed in accordance with the Plans and Specifications.

2.1. Commencement of Improvements. In conjunction with its development of the Developer Property, Developer shall be responsible to concurrently commence and diligently pursue to completion the construction and installation of the Detention Improvements. In the event Developer commences construction and development of any portion of the Developer Property prior to the City’s commencement of construction and development of any portion of the City Property, Developer shall be responsible to concurrently commence and diligently pursue to completion the construction and installation of the Roadway Improvements and Utility Improvements. In the event the City commences construction and development of any portion of the City Property prior to Developer’s commencement of construction and development of any portion of the Developer Property, the City shall be responsible to concurrently commence and diligently pursue to completion the construction and installation of the Roadway Improvements and Utility Improvements. The Party commencing and completing construction of the Improvements under this Section shall be referred to herein as the “**Constructing Party**”. The remaining Party shall be referred to herein as the “**Non-Constructing Party**”.

2.2. Contribution for Construction Costs.

2.2.1. Roadway and Utility Improvements. The Non-Constructing Party shall pay one-half of the out-of-pocket costs incurred by the Constructing Party to design, install and construct the Roadway Improvements and Utility Improvements (the “**Construction Costs Share**”). Such payments shall be made within thirty (30) days after receipt of a detailed statement itemizing all or a portion of the Construction Costs. Notwithstanding the foregoing, until the date the Non-Constructing Party receives a building permit to commence construction of any portion of its Property (the “**Non-Constructing Party Development Commencement Date**”), no payments or reimbursements of any kind shall be due and payable to the Constructing Party under the terms of this Section 2.2.1 or any other terms of this Agreement. Thereafter, the Non-Constructing Party shall pay the Construction Costs Share, including any Construction Costs Share accrued prior to the Non-Constructing Party Development Commencement Date. To the extent that the Non-Constructing Party does not timely pay any amounts or reimbursements to the Constructing Party as more fully set forth above, or does not otherwise fulfill its obligations under this Section 2.2.1, then the Constructing Party shall have the right to cause a lien to be recorded against the Non-Constructing Party’s Property. Such lien shall encumber the Non-Constructing Party’s Property and the Constructing Party placing the lien on the Non-Constructing Party’s Property shall have all right and remedies available at law or in equity with respect to such lien. Such lien right shall arise on the date the Non-Constructing Party fails to timely pay the Phase II Construction Costs Share as provided in this Section 2.2.1.

2.2.2. Detention Improvements. Upon completion of the Detention Improvements as provided in Section 2.3 below, the City shall reimburse Developer for one-half of the out of pocket costs incurred by Developer to design, install and construct the Detention Improvements. Reimbursements to Developer shall be paid from fees, assessments and taxes charged or collected by the City to all persons or entities outside the Developer Property and shall be made on a quarterly basis on April 15, June 15, September 15 and January 15 of each year until paid in full. Reimbursement payments shall be mailed to Developer at General RV Center, Attn: John Balice, 25000 Assembly Park Drive, Wixom, MI 48393. The City shall reimburse Developer for the Improvements Costs within three (3) years of receipt all documents required under Section 2.3 below (the “**Reimbursement Deadline**”). Nothing herein shall prohibit the City from prepaying all Improvement Costs prior to the Reimbursement Deadline.

2.3. Completion of Improvements. The Improvements will be deemed complete under this Agreement upon receipt by the Constructing Party of (i) a letter from the Parties’ engineer stating that all work included in the Plans and Specifications has been installed and completed per the approved plans; (ii) a letter from the applicable governmental authority stating that all Improvements have been completed and are in compliance with applicable local building codes (to the extent such approval is required by the City, such approval shall not be unreasonably withheld, conditioned or delayed); and (iii) evidence that the Constructing Party has paid all such invoices with final lien waiver documentation. The Non-Constructing Party shall have the right to inspect the Improvements at all times during and after construction thereof. Failure by the Non-Constructing Party to reject the Improvements in writing within thirty (30) business days following delivery to the Non-Constructing Party of items (i) through (iii), as set forth earlier in this Paragraph, shall be deemed to constitute the Non-Constructing Party’s acceptance of the Improvements. The Non-Constructing Party may refuse to accept the Improvements under this Paragraph only if the Improvements fail to meet the requirements and specifications of the Plans and Specifications.

3. Extension. The parties may extend in writing the time for the performance by the parties to this Agreement of any provision herein, or permit the curing of any default on such terms and conditions as may be agreeable to the parties; provided, however, that no such extension or permissive curing of any particular default shall operate to release any of the parties from such party’s other obligations or constitute a waiver of any right with respect to any provision of, or default under, this Agreement.

4. General Provisions.

4.1. Notices. All notices, acceptances and communications between the parties hereunder will be in writing (by mail, facsimile, email, telex or telegraph), postage or transmission costs prepaid, and will be addressed to the parties at the addresses set forth below. All such notices shall be deemed to have been duly delivered five (5) days after mailing via certified U.S. mail. Notices delivered other than by mail shall be effective on the date of receipt. All such notices, acceptances and communications will be deemed properly given when received by the party to whom it is addressed at:

If to the City: _____

If to Developer: General RV Center
Attn: John Balice
25000 Assembly Park Dr
Wixom, MI 48393

With a copy to: Kirton McConkie
Attn: Jessica Rancie
50 East South Temple, Suite 400
Salt Lake City, UT 84111

The City or Developer may change the address or addresses at which such party desires to receive notice on written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

4.2. City Conflict of Interest. No member, official, employee, consultant or agent of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects such person's personal interests or the interests of any corporation, partnership or association in which such person is directly or indirectly interested.

4.3. No Personal Liability of Certain Persons. No member, official, employee, consultant or agent of the City shall be personally liable to Developer in the event of any default by the City under this Agreement.

4.4. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either of the parties that is not embodied in this Agreement.

4.5. Attorneys' Fees. If any party to this Agreement brings suit to enforce or interpret this Agreement, for damages on account of the breach of a covenant contained in this Agreement, or with respect to any other issue related to this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

4.6. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by each of the parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

4.7. Assignment. Developer shall have the right to assign its rights, duties and obligations under this Agreement to an affiliate or successor of Developer. This Agreement shall be binding on the parties' successors or assigns.

4.8. Authority. The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement.

4.9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah. Unless otherwise provided, references in this Agreement to Sections are to Sections in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against the City or Developer, as if each of the parties collectively had prepared it.

4.10. Construction. The captions and headings contained herein are for convenience of reference only, and shall not in any way affect the meaning or interpretation of this Agreement. Notwithstanding any rule of construction to the contrary, any ambiguity or uncertainty in this Agreement shall not be construed against any of the parties hereto based upon authorship of any of the provisions hereof.

4.11. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

4.12. No Third Party Beneficiary. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties and their respective successors or permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to either of the parties, nor shall any provision hereof give any third person any right of subrogation or action over or against either of the parties.

4.13. Further Actions. The City and Developer shall execute such additional documents and take such further actions as may reasonably be required to carry out each of the provisions and the intent of this Agreement.

4.14. Severability. To the extent any provision of this Agreement shall be held, found or deemed to be unlawful or unenforceable, then any such provision or portion thereof shall be modified to the extent necessary so that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law. Any court of competent jurisdiction shall, and the parties hereto do hereby expressly authorize any court of competent jurisdiction to, enforce any such provision or portion thereof or to modify any such provision or portion thereof so that any such provision or portion thereof is enforced to the fullest extent permitted by applicable law.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CITY:

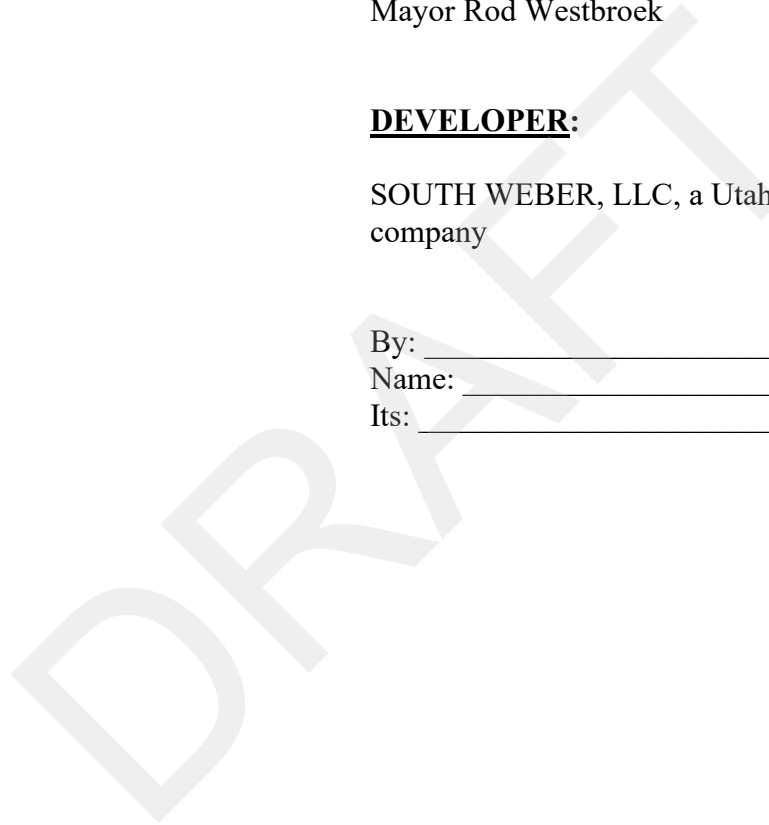
SOUTH WEBER CITY,
a Utah municipal corporation

By: _____
Mayor Rod Westbroek

DEVELOPER:

SOUTH WEBER, LLC, a Utah limited liability
company

By: _____
Name: _____
Its: _____



Reimbursement

EXHIBIT A

[Legal Description of Developer Property]

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Reimbursement

EXHIBIT B

[Legal Description of City Property]

DRAFT

Reimbursement

EXHIBIT C

[Plans and Specifications]

DRAFT

EXHIBIT C
[Cost Breakdown]

DRAFT

Purchase Agreement

EXHIBIT C

[Access and Utility Easement Agreement]

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When Recorded, Mail To:
General RV Center
Attn: John Balice
25000 Assembly Park Dr
Wixom, MI 48393

With a Copy To:
South Weber City
Attn: David Larson, City Manager
1600 East South Weber Drive
South Weber, Utah 84405

Parcel Nos. _____ and _____

(Space above for recorders use only)

ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT (this “**Agreement**”) is made and executed this ____ day of _____, 2023 (the “**Effective Date**”), by and between SOUTH WEBER CITY, a Utah municipal corporation (“**Grantor**”), and SOUTH WEBER, LLC., a Michigan Limited Liability Company (“**Grantee**”). Grantor and Grantee are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Grantor owns certain real property (the “**Grantor Property**”) located in Davis County, Utah. The Grantor Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee also owns certain real property, which is adjacent to the Grantor Property (the “**Grantee Property**”), located in Davis County, Utah. The Grantee Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference. The Grantor Property and the Grantee Property are collectively referred to herein as the “**Properties**”.

C. Grantee desires to obtain a perpetual, non-exclusive access and utility easement (the “**Easement**”) on, over, under, through and across a certain portion of the Grantor Property, more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the “**Easement Area**”) for the purposes more particularly described herein.

D. Grantor is willing to grant the Easement to Grantee for such purposes subject to the terms and conditions set forth herein.

E. The Parties also desire to enter into other covenants and agreements that are intended to run with the land and bind all future owners of the Properties.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. Grant of Easement. Grantor hereby conveys to Grantee a perpetual, non-exclusive easement on, over and across the Easement Area for the purposes of: (i) providing ingress and egress to and from the Grantee Property and South Weber Drive, including the construction, operation, maintenance, repair, alteration inspection and/or replacement of an improved access way for pedestrian and vehicular ingress and egress into and out of the Grantee Property (the “**Roadway Improvements**”); and (ii) the connection, maintenance, reconstruction, inspection, operation, repair, replacement, access and use of any and all utilities, as determined by Grantee in its sole discretion, to provide utility services to the Grantee Property (the “**Utility Improvements**”)(the Roadway Improvements and Utility Improvements are collectively referred to herein as the “**Improvements**”).

2. Construction. The Grantor hereby conveys to Grantee a temporary, non-exclusive easement over the Grantor Property for the taking of all action necessary to construct the Improvements in accordance with the plans and specifications attached hereto as Exhibit D (the “**Plans**”). The easement granted by this Section 2 shall terminate and be of no further force or effect upon the completion of the construction of the Improvements. Each Party shall bear fifty percent (50%) of the expenses for construction of the Roadway Improvements. Reimbursement for each Party’s share shall be made in accordance with the terms of a Reimbursement Agreement executed by the Parties concurrently herewith and in accordance with the Development Agreement executed by the Parties on _____, 2023.

3. Access. Grantee and its invitees, guests, customers, agents, employees, consultants, contractors, subcontractors, successors and assigns (collectively, the “**Grantee Parties**”) shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. The Parties each agree to not restrict the other party’s right of ingress and egress to and from the Easement Area granted by this Agreement. Grantee and the Grantee Parties shall enter upon the Easement Area at their sole risk and hazard, and Grantee and the Grantee Parties hereby release the Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantor and the Grantor Parties.

4. Reservation by Grantor. The Grantor hereby reserves the right to use the Easement Areas for any use not inconsistent with Grantee’s permitted use of the same.

5. Property Condition.

5.1. Condition of the Easement Area. Grantee and the Grantee Parties accept the Easement Area and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including but not limited to both latent and patent defects. Grantee hereby waives all warranties, express or implied, regarding the

title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

5.2. Condition of the Improvements. Upon completion of the Improvements, the Grantor and all invitees, guests, customers, agents, employees, consultants, contractors, subcontractors, successors and assigns of the Grantor (collectively, the “**Grantor Parties**”) accept the Improvements and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including but not limited to both latent and patent defects. The Grantor hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area and the Improvements, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Maintenance. After completion of construction as provided in Section 2 above, the Parties shall maintain the Improvements as follows:

6.1. Utility Maintenance. Grantee, at its sole cost and expense, shall maintain and repair the Utility Improvements in good order and condition, in accordance with all laws, rules, and ordinances respecting such, and shall take all reasonable steps to ensure a safe condition on the Easement Area during such maintenance and repair.

6.2. Roadway Maintenance. Subject to the right of reimbursement set forth in Section 6.4 below and except as provided in Section 6.1 above, Grantor shall pay for and regularly maintain and repair the Easement Area, including the Roadway Improvements, in good order and condition, and shall keep and maintain the Roadway Improvements and Easement Area in an unobstructed condition to allow access. Grantor’s obligations under this Section 6.2 shall be performed in a workmanlike, diligent and efficient manner and shall include maintenance of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally use or a substitute equal in quality, plowing of snow and ice from the paved surfaces; and restriping as required to keep the same clearly visible. All such maintenance, repair and replacement shall be accomplished in a first-class, lien-free manner in accordance with standards pursuant to similarly situated property of similar size maintained in Davis County, Utah, and consistent with any covenants, conditions and restrictions applicable to the Properties.

6.3. Maintenance Costs Reimbursement. Grantee shall be obligated to reimburse Grantor for fifty percent (50%) of Grantor’s actual out-of-pocket costs for maintenance and repair necessary to maintain the Roadway Improvements in accordance with this Agreement (the “**Maintenance Costs**”). Within sixty (60) days after each January 1st and July 1st, respectively, Grantor shall deliver to Grantee a written itemized semiannual statement (“Semiannual Statement”) showing the amount of the actual Maintenance Costs for the immediately preceding period from July 1st to December 31st or January 1st to June 30th, and any amounts due from Grantee to Grantor for the Grantee Share of such Maintenance Costs. Grantee shall pay Grantor all amounts due as set forth in the Semiannual Statement within thirty (30) days after receipt of the Semiannual Statement. Upon request, Grantor shall provide Grantee copies of all bills, payment applications, invoices and receipts for Maintenance Costs performed and other reasonable supporting documentation of the Semiannual Statement. Grantee may

provide commercially reasonable objections to any Semiannual Statement within thirty (30) days after receipt of same. If Grantee does not timely and properly object to any Semiannual Statement, such Semiannual Statement shall conclusively be deemed correct and accepted by Grantee. If Grantee timely and properly objects to any Semiannual Statement in writing, Grantor and Grantee shall negotiate in good faith to resolve any disputes. Any objection of Grantee to any Semiannual Statement and resolution of any dispute shall not postpone the payment of any undisputed amounts due Grantor by Grantee. Failure of Grantor to deliver any Semiannual Statement in a timely manner does not relieve Grantee's obligation to pay any amounts due Grantor pursuant to a Semiannual Statement subsequently delivered.

6.4. Annual Maintenance Estimate. On or before August 1st of each year, Grantor shall deliver to Grantee an itemized list of the estimated Maintenance Costs (the "**Annual Maintenance Estimate**") for the following fiscal year of Grantee, which is from July 1st to June 30th each year ("Grantee's Fiscal Year"). If Grantor determines that the Maintenance Costs for any Grantee's Fiscal Year will unreasonably vary from the amounts set forth in the Annual Maintenance Estimate, including, without limitation, any extraordinary or atypical maintenance, Grantor may, by notice to Grantee, revise the Annual Maintenance Estimate for such year and deliver such revised Annual Maintenance Estimate to Grantee for Grantee's review and approval, which approval shall not be unreasonably withheld.

6.5. Damage to Easement Area. Any damage, other than ordinary wear and tear, caused by either Party to any portion of the Easement Area shall be completely repaired at such Party's sole cost and expense and within thirty (30) days after such damage. In the event any such damages are not timely repaired by the responsible Party, the other Party shall have the right, but not the obligation, to repair such damages for the account of the responsible Party with thirty (30) calendar days advance written notice and, upon completion of such repairs, the responsible Party shall reimburse the other Party the actual costs of such repairs, together with an administrative fee equal to five percent (5.0%) of such actual costs, within thirty (30) calendar days.

7. Liens. Each Party performing, or causing to be performed, any work with respect to the Easement Area or the Improvements (the "**Performing Party**") shall keep the Properties, or any portion thereof, free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for the Performing Party. Any such liens must be released of record within thirty (30) days, or, if contested, as soon thereafter as reasonably possible. Any amount spent by the non-performing party to remove, or cause to be released, any such lien shall be reimbursed by the Performing Party within 30 days of the Performing Party's receipt of written notice and reasonable proof of such costs incurred by the non-performing party.

8. Indemnification. Each Party, and its successors and assigns, hereby agrees to indemnify, defend and hold the other Party harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damages caused by or arising out of: (i) the acts and omissions of such Party and their agents, servants, employees, and/or contractors; (ii) the use of the Easement Area and the Improvements located thereon by such Party, their agents, servants, employees, or contractors; and (iii) any work performed on the Easement Area

and the Improvements located thereon, by such Party or their successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement. Without limiting or expanding the terms of this Section 8, each Party, and their respective permitted users, successors and assigns hereby releases the other Party and their successors and assigns for any claims that may arise as a direct or indirect result of snow, ice, sleet, water or otherwise inclement weather that may affect the general condition of the Roadway Improvements.

9. Covenants Running with the Land. This Agreement and the easements, covenants, and restrictions created by this Agreement are intended by the Parties hereto to be and shall constitute covenants running with the land as to each of the Grantor Property and the Grantee Property, and shall be binding upon and shall inure to the benefit of the owner of each of the Properties, and any person who acquires or comes to have any interest in any of the Properties, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and every person and entity owning any interest in or occupying any portion of the Properties. By acquiring title to, in any way coming to have an interest in, or occupying, any portion or part of the Properties, including becoming the fee owner of either the Grantor Property or the Grantee Property, the person or entity so acquiring, coming to have such interest in, or occupying, an interest in the Properties, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

10. Assignment. Each Party shall have the right to assign this Agreement and/or rights granted herein to any successor or assign of such Party's respective property. No other assignment, transfer or subletting of this Agreement by any Party shall be allowed. Any assignment or transfer, or attempted assignment or transfer, of this Agreement by any Party in violation of this Section 10, shall be deemed and considered null and void and have no force or effect.

11. Notices. Any notice required or desired to be given under this Agreement will be considered given: (a) when delivered in person to the recipient named below, (b) when delivered by a reputable overnight delivery service, or (c) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and Party intended. All notices shall be given at the following addresses:

If to Grantor:	South Weber City Attn: David Larson, City Manager 1600 East South Weber Drive South Weber, Utah 84405
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With a copy to:	Jayne Blakesley
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Hayes Godfrey Bell, PC
2118 East 3900 South, Suite 300
Holladay, Utah 84124

If to Grantee: General RV Center
Attn: John Balice
25000 Assembly Park Dr
Wixom, MI 48393

With a copy to: Kirton McConkie
Attn: Jessica Rancie
50 East South Temple, Suite 400
Salt Lake City, UT 84111

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

12. Miscellaneous.

12.1. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between Grantor and Grantee.

12.2. Successors. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

12.3. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement will affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement must be in writing and signed by authorized agents or officers of the Parties.

12.4. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

12.5. Rights and Remedies. The rights and remedies of any of the Parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement does not preclude the exercise of any other provisions. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder may be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or will limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it

being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder will be enforceable in equity as well as at law or otherwise.

12.6. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing Party.

12.7. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement is binding upon the Party for which he/she signs.

12.8. No Public Use/Dedication. The Grantor Property is and will at all times remain the private property of Grantor. The use of the relevant portion of the Grantor Property for the Easement Area is permissive and is limited to the express purposes contained herein. Neither Grantor, nor its successors or assigns, nor the public may acquire or be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.

[Signatures and Acknowledgments to Follow]

EXECUTED by Grantor and Grantee as of the Effective Date.

GRANTOR:

SOUTH WEBER CITY, a Utah
municipal corporation

By: _____
Rod Westbrook
Mayor

STATE OF UTAH)
 :SS
COUNTY OF _____)

On this ____ day of _____, 2023, personally appeared before me Rod Westbrook, known or satisfactorily proved to me to be the Mayor of South Weber City, a Utah municipal corporation, who acknowledged to me that he signed the foregoing instrument as Mayor for said corporation.

Notary Public

[Further Signatures and Acknowledgements to Follow]

GRANTEE:

SOUTH WEBER, LLC., a Michigan limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

:ss.

COUNTY OF _____)

On this ____ day of _____, 2023, personally appeared before me _____, known or satisfactorily proved to me to be the _____ of South Weber, LLC, a Michigan limited liability company, who acknowledged to me that he signed the foregoing instrument as _____ for said company.

Notary Public

Access

Exhibit A

[Legal Description of the Grantor Property]

DRAFT

Access

Exhibit B

[Legal Description of the Grantee Property]

DRAFT

Access

Exhibit C

[Legal Description of the Easement Area]

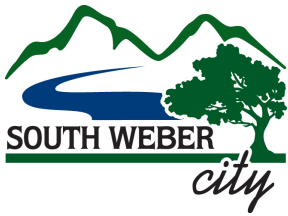
DRAFT

Access

Exhibit D

[Plans]

DRAFT



9 Mgr Term
CITY COUNCIL MEETING
STAFF REPORT

MEETING DATE

August 22, 2023

PREPARED BY

David Larson

City Manager

ITEM TYPE

Legislative

ATTACHMENTS

ORD 2023-12

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

ORD 2023-12: Title 1 Chapter 3 Section 3 Term

PURPOSE

Amend City Code to allow a City Manager's employment contract term up to 5 years

RECOMMENDATION

Mayor recommends approval

BACKGROUND

City Code 1-3-3 states that, "The City Manager shall serve at the pleasure of the City Council, except that the City Council may employ the Manager for a term not to exceed three (3) years."

The proposal before the Council would change the limit from 3 years to 5 years, and if approved City Code would now read, "The City Manager shall serve at the pleasure of the City Council, except that the City Council may employ the Manager for a term not to exceed five (5) years."

ANALYSIS

NA

ORDINANCE 2023-12

**AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL
AMENDING TITLE 1 CHAPTER 3 SECTION 3 TERM**

WHEREAS, city code presently allows the City Manager’s contract term for no more than three years; and

WHEREAS, City Manager David Larson’s current contract expires in November of this year and the city desires to retain his employment; and

WHEREAS, while preparing a new contract, Mayor Westbroek and the City Council realized this position is imperative for continuity in city government as Councils transition every two years; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of South Weber City, State of Utah:

Section 1. Amendment: Title 1 Chapter 3 Section 3 Term shall now read

The City Manager shall serve at the pleasure of the City Council, except that the City Council may employ the Manager for a term not to exceed five (5) years.

Section 2. General Repealer. Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Effective Date. This ordinance shall become effective immediately upon passage and publication as required by law.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 22nd day of August, 2023.

MAYOR: Rod Westbroek

ATTEST: City Recorder, Lisa Smith

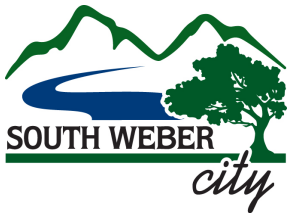
Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

CERTIFICATE OF POSTING

I hereby certify that Ordinance 2023-12 was passed and adopted on the 22nd day of August, 2023 and that complete copies of the ordinance were posted in the following locations within the City this 23rd day of August, 2023.

1. South Weber City Building, 1600 E. South Weber Drive
2. City Website www.southwebercity.com
3. Utah Public Notice Website Utah.gov/pmn

Lisa Smith, City Recorder



10 Mgr Contract
CITY COUNCIL MEETING
STAFF REPORT

MEETING DATE

August 22, 2023

PREPARED BY

David Larson

City Manager

ITEM TYPE

Legislative

ATTACHMENTS

RES 23-36

Employment Contract

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

RES 23-36: City Manager Employment Contract

PURPOSE

Extend and update the City Manager's employment contract

RECOMMENDATION

Approve

BACKGROUND

David Larson started work as the South Weber City Manager on May 14, 2018. His employment contract was extended and updated November 10, 2020; it is set to expire this November. The Council has expressed a desire to retain David as City Manager and the resultant updated contract is now before the Council for consideration.

ANALYSIS

NA

RESOLUTION 23-36

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING CITY MANAGER EMPLOYMENT CONTRACT**

WHEREAS, South Weber’s current City Manager David Larson began employment with South Weber as City Manager on May 14, 2018; and

WHEREAS, Council was anxious to retain him and therefore renegotiated his contract in November of 2020; and

WHEREAS, the Mayor and Council have worked to create an agreement which is advantageous for Mr. Larson and for the city;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The City Manager Employment Contract attached in Exhibit 1 is hereby approved.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 22nd day of August, 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1
CITY MANAGER EMPLOYMENT
CONTRACT

SOUTH WEBER CITY MANAGER EMPLOYMENT AGREEMENT

THIS SOUTH WEBER CITY MANAGER EMPLOYMENT AGREEMENT ("**Agreement**") is made and entered into this 22nd day of August, 2023 ("**Effective Date**"), by and between South Weber City, a Utah Municipal Corporation ("**City**"), and David James Larson ("**Manager**"). City and Manager are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, Manager is currently employed by City as City Manager; and

WHEREAS, City desires to continue to employ the services of Manager as the City Manager of South Weber, Utah; and

WHEREAS, City desires to:

- a. provide certain benefits to Manager;
- b. establish certain conditions of employment;
- c. set working conditions of Manager; and
- d. secure and retain the services of Manager and provide a just means for terminating Manager's service.

TERMS

NOW THEREFORE, in consideration of the mutual covenants herein contained and pursuant to the requirements of South Weber City Code, City hereby appoints David James Larson to continue as its City Manager and contracts with Manager to perform the duties of City Manager as defined in this Agreement and the City Code; and

Manager hereby accepts such employment and will act in such capacity for City pursuant to the terms and at the compensation set forth in this Agreement.

1. POWERS AND DUTIES

City hereby agrees to employ David James Larson as the City Manager of South Weber City to exercise powers and perform the duties specified in the City Code, and all other relevant portions of the City and State codes, and to loyally and faithfully perform other legally permissible and proper duties as the Council may from time to time assign not inconsistent with, or in conflict with, the provisions of this Agreement, city ordinances, or State or Federal law, unless expressly impermissible within such applicable authorities. Manager and City recognize that it is important that Manager, as reasonably possible, be present at City offices

during normal business hours of the City, but also recognize that Manager will attend many offsite meetings as well as meetings outside of normal business hours on behalf of the City. Accordingly, Manager shall make a good faith effort to be present at the City offices during normal business hours, excepting Manager's performance of City business offsite, and subject to Manager's reasonable adjustment for Manager's duties before and after normal business hours.

2. TERM

a. The term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date and ending five (5) years thereafter (“**Expiration Date**”). By resolution of the City Council, this Agreement may be renewed or extended by the City at any time and for an additional period not exceeding the codified incremental limit of five (5) years.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of Manager at any time, subject only to the provisions established by this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manager to resign at any time from the position upon thirty (30) days' written notice to City, by way of the Mayor.

c. In the event the Agreement is not renewed prior to the Expiration Date, Manager shall be deemed terminated without cause as defined by Section 9, upon the Expiration Date. Manager and City agree to promote good faith and due diligence in negotiating a renewal agreement before the expiration date.

3. SALARY

a. Manager's annual salary shall be one hundred twenty-five thousand dollars (\$125,000) to be divided equally over twenty-six (26) pay periods per calendar year.

b. Manager shall be paid installments at the same time as other employees of the City are paid.

c. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies.

d. City wishes to provide an incentive to Manager to remain with the City throughout the term of this Agreement. Therefore, in addition to the annual salary and benefits outlined herein, the City shall pay manager a one-time, lump-sum payment of fifty thousand (**\$50,000**) (“**Incentive Payment**”) if Manager remains employed with the City through the Expiration Date. Manager shall forfeit the Incentive Payment if, before the Expiration Date, he resigns or is terminated for Cause. If City terminates Manager without cause, then it shall pay Manager a pro-rated portion of the Incentive Payment calculated from the Effective Date to the date on which Manager is terminated.

e. The City Council may review and evaluate Manager's performance generally,

and under this Agreement specifically, from time to time at its discretion.

f. The Mayor shall conduct a performance evaluation with the Manager annually in May and recommend a merit increase as deemed appropriate. A review of the Manager's professional goals for the prior year and the upcoming year will be part of the performance evaluation.

4. BENEFITS

All provisions of City's personnel policies and other regulations, directives, policies, practices and procedures of City relating to vacation, sick leave, retirement contributions, holidays, health and life insurance, and other fringe benefits and working conditions as they now exist or hereafter may exist, shall also apply to Manager as they would other department heads of City, excepting that in the case of a waiting period to be eligible for benefits, the waiting period is waived and the eligibility for benefits begins at the commencement date of the Agreement.

a. Manager shall receive four hundred dollars (\$400.00) per month as and for vehicle allowance to cover all use, mileage, fuel, and repairs for Manager's vehicle.

b. Manager shall receive fifty dollars (\$50.00) per pay period for cell phone reimbursement and shall maintain an active cellular service during his time of employment with City.

c. Manager shall accrue vacation leave at a rate of nineteen and one-half (19.5) days (or one-hundred-fifty-six (156) hours) per year, to accrue at the rate of six (6) hours per pay period over 26 pay periods.

d. Manager shall receive an additional 40 hours of vacation leave at the execution of this contract. This is a one-time allocation of leave that shall not repeat annually.

e. Manager and his family, excluding dependents older than twenty-six (26) years of age, are entitled to certain health and other insurance benefits as outlined in City's current Benefits Schedule, subject to change as required by law, or to be made consistent with changes to benefits to all employees. Manager shall pay ten percent (10%) of all such premiums as outlined on said schedule.

f. Manager shall be entitled to participate in the Utah State Retirement program as outlined and governed by the City Council.

5. DISABILITY

If Manager is permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any leave for which the Manager has accrued sick leave or is eligible to take pursuant to the Family and Medical Leave Act, City shall have the option to terminate this Agreement, subject to the severance pay requirements of this Agreement. As per City ordinance, the

Finance Director shall act in place of Manager on behalf of City during any such absences, as well as other absences where Manager is not readily available.

6. HOURS OF WORK

a. Manager's normal office hours shall be as determined by the City Council, or otherwise shall be the then current hours of the City offices.

b. When Manager works outside normal office hours on behalf of City, Manager shall be allowed to take administrative time off as an offset, or to adjust his daily hours as per this Agreement.

7. PROFESSIONAL DEVELOPMENT

City will provide through the budgeting process resources, as it deems appropriate, for Manager to attend seminars, short courses, professional association meetings, and similar functions for continued professional development and for the good of City. Manager shall detail all seminars, courses, and meetings including but not limited to: International City Managers Association (ICMA) conferences, Utah League of Cities and Towns (ULCT) conferences and Utah City Management Association (UCMA) conferences, in Manager's annual budget request. Manager shall submit a Travel Request Form to the Mayor for pre-approval of ICMA, UCMA, and ULCT conferences. City agrees to pay the travel costs for Manager, and his spouse for one conference per year, with advance written notice to City, and mutually agreed upon by Manager and City Council. City will reimburse employee for reasonable and customary business expenses, consistent with the City's policies. This will include but not be limited to memberships to professional organizations, conference dues and training, specifically ICMA, UCMA and ULCT.

8. INDEMNIFICATION

City shall provide professional liability insurance to cover Manager against all professional liability claims arising out of an alleged act or omission occurring in the performance of Manager's duties. This coverage shall not cover or apply to any criminal, intentional or grossly negligent conduct, in which case Manager shall indemnify, defend, and hold City harmless from any and all claims, demands, damages, suits, fines, and fees, including all legal costs and fees arising from and/or in any associated with Manager's criminal, intentional and/or grossly negligent activity and/or omissions.

9. TERMINATION

a. Manager may be removed with or without cause by a majority vote of the City's governing body, except that the City Council shall not terminate Manager without cause within six months of January 1st following any municipal election where any new member of the governing body takes office. In the event Manager is terminated without cause and Manager is willing and able to perform his duties under this Agreement, then City shall pay the Manager a total cash payment equal to six (6) months' severance with an additional month for every one

(1) year of service, not to exceed nine (9) months aggregate of prorated salary and benefits. Manager shall be compensated for all earned vacation leave. If Manager accepts the severance package, Manager agrees Manager shall be ineligible for unemployment compensation and shall not file for unemployment compensation.

b. In the event Manager resigns or is terminated with cause, Manager will not be entitled to any severance but shall be paid all accrued vacation and other applicable benefits as provided by City's policies and procedures, and any prorated salary and benefits, all up to the time of termination or last date of actual work attendance, as the case may be. Nothing herein shall preclude City from seeking compensation or claims for damages resulting from Manager's actions or failures to act. "Cause" in this Agreement includes the following:

- (i) an intentional act of fraud, embezzlement, theft, or any other material violation of law that occurs during or in the course of Manager's employment with City;
- (ii) intentional damage to City's assets;
- (iii) intentional disclosure of company's confidential information contrary to City's policies;
- (iv) breach of Manager's obligations under this Agreement;
- (v) intentional engagement in any competitive activity which would constitute a breach of Manager's duty of loyalty or of Manager's obligations under this Agreement;
- (vi) intentional breach of any of City's policies and procedures;
- (vii) the willful and continued failure to substantially perform Manager's duties for City, other than as a result of incapacity due to physical or mental illness;
- (viii) willful conduct by Manager that is demonstrably and materially injurious to City, monetarily or otherwise;
- (ix) insubordination to the Council or Mayor; or
- (x) committing sexual harassment, sexual discrimination, fostering a hostile work environment, or discriminating based upon any of the federally or State protected classes.

For purposes of this paragraph, an act, or a failure to act, shall not be deemed willful or intentional, as those terms are specified herein, unless it is done, or omitted to be done, by Manager in bad faith or without a reasonable belief that Manager's action or omission was in the best interest of City. Failure to meet performance standards or objectives, by itself, does not constitute "Cause." "Cause" also includes any of the above grounds for dismissal regardless of whether City learns of it before or after terminating Manager's employment.

- c. Contemporaneous with the delivery of the severance pay hereinabove set out,

Manager agrees to execute and deliver to the City a written release releasing City and its officers and employees of and from all claims that Manager may have or claim against City and its officers and employees for claims arising out of or in the course of such officer's or employee's employment with City.

10. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between the parties and supersedes any previous written or verbal agreements. Any changes hereto shall be reduced to writing and agreed upon by both parties.

b. This Agreement shall be effective as set forth above.

c. If any provision of this Agreement or any portion thereof, is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect, as long as each party receives the material benefit of the bargain of the Agreement.

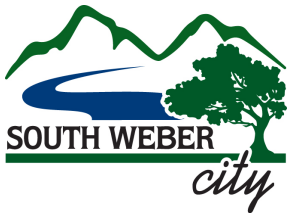
IN WITNESS WHEREOF, South Weber City has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Recorder, and Manager has signed and executed this Agreement the day and year first above written.

Mayor Rod Westbroek

ATTEST:

City Recorder Lisa Smith

City Manager David J. Larson



11 Crosswind
CITY COUNCIL MEETING
STAFF REPORT

MEETING DATE

August 22, 2023

PREPARED BY

Trevor Cahoon
Community Services Dir.

ITEM TYPE

Administrative

ATTACHMENTS

Redline Agreement

Resolution 23-37

PRIOR DISCUSSION DATES

N/A

AGENDA ITEM

RES 23-37: Crosswinds Development Agreement Amendment

PURPOSE

Administrative Action: Approve amendment to the Development Agreement for Crosswinds Subdivision

RECOMMENDATION

Staff recommends approval of the Development Agreement amendments to specify the timing of the escrow for developing the subdivision.

BACKGROUND

After approval of the Development Agreement and Subdivision Plat, City Staff and the Developer met to discuss the administrative process from this point forward. We reviewed when each escrow for public improvements would be necessary. Because the subdivision includes two different developments, staff recommends that the escrow would be needed at the time of building permit submittal.

In a typical development we require all public improvements to be escrowed for or constructed prior to recordation of the Plat. In this case there are minimal public improvements necessary and by allowing the recordation of the plat the developments can continue independently.

ANALYSIS

The City Engineer Brandon Jones has reviewed the request to amend the agreement and finds the terms acceptable.

Excerpt from Crosswind DA

Development Agreement – Crosswind Development

AGREEMENT:

1. Recitals; Definitions. The foregoing recitals are incorporated into and made a part of the terms of this Agreement. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.
2. Conditions. The Property shall be developed in accordance with the provisions of this Agreement, LUDMA, the Land Use Ordinance, and all other applicable provisions of Federal, State, and City law in effect upon submittal of a complete Site Plan Application to South Weber City.
3. ROW Purchase Price. The City agrees to purchase the ROW Acquisition Property for the following amounts: Developer Lot 1 for the sum of \$60,466.20 (“Purchase Price Lot 1”), and Developer Lot 2 for the sum of \$140,407.60 (“Purchase Price Lot 2”), the calculation of which is shown in **Exhibit D**.
4. Payment by the City. Payment to Developer Lot 1 and Developer Lot 2 will be made within 30 days of recordation of the Development plat.
5. Dedication of ROW. Developer Lot 1 and Developer Lot 2 agree to dedicate the ROW Acquisition Property in addition to the ROW Dedication by means of the Development plat.
6. Fee-in-Lieu for Sidewalk. The City Standard ROW requires the installation of sidewalk to be completed along the frontage of the Property. Due to uncertain timing of future ROW improvements, Developer Lot 1 and Developer Lot 2 will not be required to install the sidewalk at the time of subdivision improvements but shall be required to provide payment in lieu of actual construction. The calculation of which is shown in **Exhibit D**. Payment from Developer Lot 1 and Developer Lot 2 shall be required prior to a building permit being pulled.
- ~~6.7.~~ Escrow. Escrow for public improvements on both Lot 1 and Lot 2 shall take place at the time of each individual building permit submittal.
- ~~7.8.~~ Term. This Agreement shall be in effect as of the effective date listed above and shall continue in full force and effect unless and until this Agreement is terminated by mutual consent of the parties.
- ~~8.9.~~ General Provisions.
 - a. Notices. Any notice to be given by any party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier, or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address. Notices are effective on the date of delivery (or refusal to accept delivery), if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the earlier of the date of actual delivery as shown by the addressee's receipt or the expiration of three (3) days following the date of mailing.

Formatted: List Paragraph, No bullets or numbering

If to Developer Lot 1:

If to Developer Lot 2:
Red Desert Real Estate LLC

RESOLUTION 23-37

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
AMENDING CROSSWIND DEVELOPMENT AGREEMENT**

WHEREAS, a development agreement for Crosswind Development was adopted on July 25, 2023; and

WHEREAS, developer has a need to record the plat prior to escrowing for improvements; and

WHEREAS, staff would like the agreement to clearly state when escrow will take place;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Amendment: Crosswind Development Agreement shall be amended to include

7. Escrow. Escrow for public improvements on both Lot 1 and Lot 2 shall take place at the time of each individual building permit submittal.

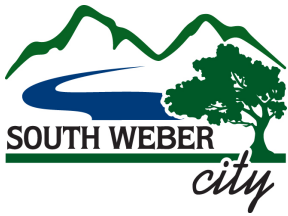
Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 22nd day of August, 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder



12 Trash
CITY COUNCIL MEETING
STAFF REPORT

MEETING DATE

August 22, 2023

PREPARED BY

Mark Larsen

Public Works Director

ITEM TYPE

Administrative

ATTACHMENTS

Toter Quote

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Residential Garbage Cart Purchase

PURPOSE

Authorize the purchase of new trash carts from Toter

RECOMMENDATION

Staff recommends approval of the purchase of 624 residential garbage carts (1 full load) for \$42,533.77 from Toter

BACKGROUND

It's time to order our next load of black residential trash carts for garbage pickup. We order new trash carts depending on how many we still have in stock, how quickly we're distributing them, and how long the lead time is. At the current rate of distribution, we anticipate being out of cans in the next 2 to 3 months so it's time to order. If we could push the order out until the new shop was ready, we would but we can't so we will have to move some of them when we go to the new shop. This order from Toter is the same cart we have been getting other than the wind latch has been improved.

ANALYSIS

We were able to postpone this purchase to the current budget year, even though it was originally placed in last year's budget. At the time of the budget preparation, it was still anticipated that a full load would have been ordered last year before the end of the fiscal year and a half load would be ordered this year near the end of the fiscal year so a half load amount of \$23,000 was placed in the current budget. Authorizing this full load purchase will necessitate pulling forward half of the money from last year that wasn't spent with a budget amendment.

Sell To:

Contact Name	Mark Larsen	Ship To Name	South Weber City
Bill To Name	South Weber City	Ship To	1727 E South Weber Dr
Bill To	1727 E South Weber Dr South Weber, UT 84405 USA		South Weber, UT 84405 USA
Email	mlarsen@southwebercity.com		
Phone	(801) 479-3177		

Quote Information

Salesperson	Steve Ortmayer	Created Date	6/23/2023
Salesperson Email	sortmayer@wastequip.com	Expiration Date	7/8/2023
Salesperson Phone	720-387-6696	Quote Number	WQ-10277799
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296 - OMNIA	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-OMNIA		---Body Color - (200) Black ---Lid Color - (200) Black ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (up), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624.00	\$57.82	\$36,079.68
2 Plastics-Op-BHSP-Both	---Body Hot Stamp on Both Sides (Existing)			624.00	\$0.50	\$312.00
96 Plastics-Op-Lid-Latch	- Lid Latch for EVR II Carts (6263-DL-0KIT)- - Factory Installed	Wind Latch		624.00	\$3.00	\$1,872.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$38,263.68
Shipping Terms	FOB Origin	Shipping	\$4,270.09
		Tax	\$0.00
		Grand Total	\$42,533.77

Special Instructions

Special Instructions Confirm shipping address with Mark

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities

Information and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter’s Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 2-1-2023 through 7-31-2023. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____
Company Name: _____
Date: _____
Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

August 22, 2023

PREPARED BY

Mark Larsen
Public Works Director
&
David Larson
City Manager

ITEM TYPE

Administrative

ATTACHMENTS

3 CLA-VAL quotes

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Water Line Valve Repairs

PURPOSE

Authorize the purchase of rebuilding 3 main waterline valves from CLA-VAL for \$14,115

RECOMMENDATION

Municipal Utilities Committee recommends approval

BACKGROUND

The City culinary water system has 7 main valves at various locations on the main water lines. Some have been in the ground for over 30 years. It's time to perform maintenance that will extend the life of the valves that are critical to the control of our tanks and different water zones within the water system.

We rebuilt 1 valve last year, the current quote is for 3 valves, and the plan is to complete the final 3 next budget year.

ANALYSIS

It's cheaper to rebuild them than it is to fully replace them. CLA-VAL is the only company that performs this type of rebuild in our area, so the purchase is sole source under the City's procurement policy. The purchase of 3 valves aggregates the price over \$10,000 and requires the purchase authorization of the City Council. \$15,000 was budgeted for this year's project.



Service Quote

Quote No.: 120922EV7

Date: 12-09-2022

Client Information

Attn: Brian Wageman
Company: South Weber City
Address: 1600 E South Weber Dr
 South Weber, UT 84405

Phone: (801) 791-5765

Project Name: West Feed PRV

Cla-Val Information

Contact: Eli Varney
Title: Area Service Sales Representative
Phone: 949-205-6032
Fax/E-mail: evarney@cla-val.com
Notes: Service is invoiced on a true time and materials basis.

Tax will be added where applicable.

Qty	Description	NET	Extended Price
1	8" 90-01 Rebuild Includes: (1) 8" Rubber Kit, (1) CRD Kit, (1) CV Kits, (1) Stainless X43, (1) Stainless X58C, (5) Stainless CK2, (2) X141, and Complete Stainless Tubing and Fittings	\$ 1,582.00	\$ 1,582.00
1	3" 90-01 Rebuild Includes: (1) 3" Rubber Kit, (1) 3" X101 (1) CRD Kit, (1) CV Kits, (1) Stainless X43, (1) Stainless X58C, (4) Stainless CK2, and Complete Stainless Tubing and Fittings	\$ 1,256.00	\$ 1,256.00
6	Hours: 2-Man Labor	\$ 262.00	\$ 1,572.00
3	Hours: 2-Man Travel	\$ 155.00	\$ 465.00
		FREIGHT	
Quote Validity: 30 Days		TAX	0.00%
Shipping Terms:		TOTAL NET PRICE	\$ 4,875.00
Delivery:			

Signature: Eli Varney Digitally signed by Eli Varney
Date: 2022.12.09 10:26:23 -07'00'

[Terms and Conditions](#)

Page 1 of 1



Service Quote

Quote No.: 120922EV2

Date: 12-09-2022

Client Information

Attn: Brian Wageman
Company: South Weber City
Address: 1600 E South Weber Dr
 South Weber, UT 84405
Phone: (801) 791-5765

Project Name: 8100 PRV

Cla-Val Information

Contact: Eli Varney
Title: Area Service Sales Representative
Phone: 949-205-6032
Fax/E-mail: evarney@cla-val.com
Notes: Service is invoiced on a true time and materials basis.

Tax will be added where applicable.

Qty	Description	NET	Extended Price
1	4" 90-01 Rebuild Includes: (1) 4" Epoxy Kit, (8) Stainless 4" Cover Bolts, (1) CRD Kit, (1) Stainless X43, (1) Stainless X58C, (5) Stainless CK2, (1) Stainless CV, (2) X141, and Complete Stainless Tubing and Fittings	\$ 2,004.00	\$ 2,004.00
3	Hours: 2-Man Labor	\$ 262.00	\$ 786.00
3	Hours: 2-Man Travel	\$ 155.00	\$ 465.00

Quote Validity: 30 Days

Shipping Terms:

Delivery:

Signature: Eli Varney

Digitally signed by Eli Varney
 Date: 2022.12.09 09:30:13 -07'00'

Terms and Conditions

Page 1 of 1



Service Quote

Quote No.: 120922EV5

Date: 12-09-2022

Client Information

Attn: Brian Wageman
Company: South Weber City
Address: 1600 E South Weber Dr
 South Weber, UT 84405
Phone: (801) 791-5765

Cla-Val Information

Contact: Eli Varney
Title: Area Service Sales Representative
Phone: 949-205-6032
Fax/E-mail: evarney@cla-val.com
Notes: Service is invoiced on a true time and materials basis.

Tax will be added where applicable.

Project Name: Landfill PRV

Qty	Description	NET	Extended Price
1	10" 90-01 Rebuild Includes: (1) 10" Rubber Kit, (1) Stainless 10" Stud and Nut Kit, (1) CRD Kit, (1) Stainless X43, (1) Stainless X58C, (5) Stainless CK2, (2) X141, and Complete Stainless Tubing and Fittings	\$ 2,125.00	\$ 2,125.00
1	4" 90-01 Rebuild Includes: (1) 4" Rubber Kit, (8) Stainless 4" Cover Bolts, (1) CRD Kit, (1) Stainless X43, (1) Stainless CV, (1) Stainless X58C, (4) Stainless CK2, (2) X141, and Complete Stainless Tubing and Fittings	\$ 1,561.00	\$ 1,561.00
7	Hours: 2-Man Labor	\$ 262.00	\$ 1,834.00
3	Hours: 2-Man Travel	\$ 155.00	\$ 465.00
		FREIGHT	
		TAX	0.00%
		TOTAL NET PRICE	\$ 5,985.00

Quote Validity: 30 Days**Shipping Terms:****Delivery:****Signature:** Eli Varney

Digitally signed by Eli Varney
 Date: 2022.12.09 10:14:06 -07'00'

[Terms and Conditions](#)

Page 1 of 1

MEETING DATE

August 22, 2023

PREPARED BY

David Larson

City Manager

ITEM TYPE

Legislative

ATTACHMENTS

None

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

City-owned Property Future Use

PURPOSE

Review & discuss the planned future use of certain City-owned property

RECOMMENDATION

Staff recommends selling the property to the neighbor(s)

BACKGROUND

The City owns .14 acres under power lines just south of Canyon Meadows Park that became City property when the subdivision was developed (see image below). The thinking at the time was that this segment of property could become a trail used to access the park.

The property currently sits unused and requires City maintenance attention to keep the weeds down. Although prohibited, dumping has occurred on the property repeatedly. Neighboring property owners have expressed interest in acquiring the property.

ANALYSIS

Should the City hold onto this land to construct a trail, use the property to fulfill another public interest, or consider declaring it surplus?



SOUTH WEBER CITY REDEVELOPMENT AGENCY BOARD MEETING

DATE OF MEETING: 11 April 2023

TIME COMMENCED: 8:41 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

PRESENT:

CHAIRMAN:	Rod Westbroek
BOARD MEMBERS:	Hayley Alberts Joel Dills Blair Halverson Angie Petty Quin Soderquist
CITY MANAGER:	David Larson
COMMUNITY SERVICES DIR:	Trevor Cahoon
CITY ENGINEER:	Brandon Jones
CITY ATTORNEY:	Jayne Blakesley
CITY RECORDER:	Lisa Smith

Minutes: Michelle Clark

ATTENDEES: Paul Sturm, Jeremy Davis, and Michael Grant.

Councilman Halverson moved to approve Resolution 23-02: Reimbursement Agreement. Councilwoman Petty seconded the motion. Chairman Westbroek called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

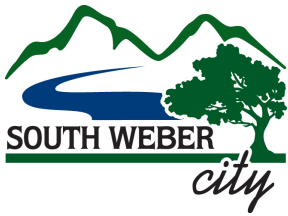
Councilwoman Petty moved to approve the minutes of 28 February 2023. Councilman Soderquist seconded the motion. Chairman Westbroek called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

ADJOURN: Councilwoman Petty moved to adjourn the meeting at 8:42 p.m. Councilwoman Alberts seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

APPROVED: _____ **Date** 08-22-2023
Chairman: Rod Westbroek

Transcriber: Michelle Clark

Attest: _____
Secretary: Lisa Smith



RDA Survey
RDA BOARD MEETING
STAFF REPORT

MEETING DATE

August 22, 2023

PREPARED BY

David Larson

City Manager

ITEM TYPE

Legislative

ATTACHMENTS

RDA RES 23-03

PRIOR DISCUSSION DATES

February 28, 2023

April 11, 2023

AGENDA ITEM

RDA RES 23-03: Designation of a Survey Area and Initiating the Process of Adopting Project Area Plans

PURPOSE

Take the next step in the Creation of the Old Fort Project Area

RECOMMENDATION

Staff recommends approval

BACKGROUND

The Board has previously taken steps to authorize a study that would establish the creation of a project area.

ANALYSIS

Today's action officially designates the area to be studied as the Old Fort Community Reinvestment Project Area. It also authorizes staff to officially begin approaching other taxing entities regarding their participation in tax incentives once the Project Area Plan and Budget are finalized.

RDA RESOLUTION 23-03**A RESOLUTION OF THE SOUTH WEBER COMMUNITY REDEVELOPMENT AGENCY BOARD DESIGNATING A SURVEY AREA AND INITIATING THE PROCESS OF ADOPTING ONE OR MORE COMMUNITY REINVESTMENT PROJECT AREA PLANS**

WHEREAS South Weber City, Utah (the “City”), created the South Weber City Community Redevelopment Agency (the “Agency”) pursuant to the provisions of, and the Agency continues to operate under, Title 17C of the Utah Code, the Limited Purpose Local Government Entities-Community Reinvestment Agency Act and its predecessor statutes (the “Act”) for the purposes of conducting urban renewal, economic development, community development, and community reinvestment activities within the City, as contemplated by the Act; and

WHEREAS the Agency desires to initiate the process of adopting one or more community reinvestment project area plans by adopting this resolution establishing the boundaries of the Old Fort Survey Area (“Survey Area”) depicted on the map attached hereto as **Exhibit A**, pursuant to UCA § 17C-5-103, from which the Agency anticipates creating one or more community reinvestment project areas (the “Proposed Project Area(s)"); and

WHEREAS the Agency desires to begin the process of adopting a project area plan the Proposed Project Area(s) by adopting this Resolution authorizing the preparation of one or more Project Area Plans, pursuant to UCA § 17C-5-103.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH WEBER COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1: The Survey Area requires study to determine whether project area development is feasible within one or more proposed community reinvestment project areas within the Survey Area. Agency staff, consultants and legal counsel are authorized and instructed to conduct such study.

Section 2: That the Agency hereby tentatively designates the initial Proposed Project Area as the Old Fort Community Reinvestment Project Area, the proposed boundaries of which will be within the Survey Area;

Section 3: That Agency legal counsel, consultants, and staff, be and are hereby authorized and directed, for each project area deemed appropriate by the Agency:

- a. to prepare a draft Community Reinvestment Project Area Plan;
- b. to prepare a draft Community Reinvestment Project Area Budget;
- c. to undertake all such actions as may be required by the Act, or which may otherwise be necessary or desirable to the successful establishment of the proposed community development project area, including, without limitation, any necessary examination, investigation, negotiation of agreements with taxing

entities and participants, the preparation for all necessary hearings and the preparation, publication, and/or mailing of statutorily required notices; and

Section 4: That this Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the South Weber Community Redevelopment Agency Board of Davis County, on the 22nd day August of 2023.

Roll call vote is as follows:		
Chair Rod Westbroek	FOR	AGAINST
Board Member Halverson	FOR	AGAINST
Board Member Petty	FOR	AGAINST
Board Member Soderquist	FOR	AGAINST
Board Member Alberts	FOR	AGAINST
Board Member Dills	FOR	AGAINST

Rod Westbroek, Chair

Attest: Lisa Smith, Secretary

EXHIBIT A OLD FOR SURVEY AREA BOUNDARIES

