

# SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of South Weber City, Davis County, Utah, will meet in a special public meeting on Tuesday, 21 February 2017 located at 1600 E. South Weber Dr., commencing at 5:00 p.m.

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## PUBLIC MEETING:

5:00 p.m.

1. **ACTION:**

- a. **Public Hearing:** Solicitation for sale of SWC owned parcel 13-033-0096, approx. 1.67 acres
- b. **ORD 17-01** Adopting SWC Code Title 1, Administration

5:15 p.m.

2. **DISCUSSION:**

- a. 6650 S. Improvement Recommendation from Planning Commission
- b. Central Park Playground Equipment
- c. Fire Department to hire a medical director
- d. Fire Department to use Civic Center for storage
- e. Amendment #1 to Interlocal Cooperation Agreement for Animal Control Services with Davis County
- f. Employee Background Check Policy
- g. Davis County Pre-Disaster Mitigation Plan

7:15 p.m.

3. **CITY COUNCIL, PLANNING COMMISSION LIAISON, STAFF REPORT(S) ON DESIGNATED RESPONSIBILITIES**

7:25 p.m.

4. **PUBLIC COMMENT:** Please keep public comments to 3 minutes or less per person (no action to be taken)

7:30 p.m.

5. **ADJOURN**

*Council Member Casas will participate electronically*

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, FAXED OR POSTED TO:

CITY OFFICE BUILDING  
CITY WEBSITE [www.southwebercity.com](http://www.southwebercity.com)

EACH MEMBER OF THE GOVERNING BODY  
THOSE LISTED ON THE AGENDA

UTAH PUBLIC NOTICE WEBSITE [www.pmn.utah.gov](http://www.pmn.utah.gov)

**DATE: February 16, 2017**

**CITY RECORDER: Elyse Greiner**

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY SOUTH WEBER CITY, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177)

\*Agenda times are approximate and may be moved in order, sequence and time to meet the needs of the Council\*

**PUBLIC HEARING NOTICE**  
**South Weber City**

Notice is hereby given that on Tuesday, February 21, 2017, at approx. 5:00 p.m., in the South Weber City Council Chambers, 1600 E. South Weber Dr., South Weber, Davis County, Utah, the following public hearing will be held before the City Council: (1) solicitation for sale of South Weber City owned parcel 13-033- 0096, approx. 1.67 acres. A copy of the associated information for the hearing is on file for review at the South Weber City Office. The public is invited to attend and make comments. In compliance with the Americans with Disabilities Act, individuals needing special accommodation during the public hearing should notify Elyse Greiner at 801-479-3177 two days prior to the meeting date.

**ORDINANCE NO. 17-01**

**AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL  
ADOPTING SOUTH WEBER CITY CODE TITLE 1, ADMINISTRATION**

**WHEREAS**, Title 1 of the South Weber City Code was adopted in 1989 and last amended in 1998; and

**WHEREAS**, since 1998 there have been changes to Utah Code and it is time to update the City’s code accordingly and to make its provisions more encompassing and precise;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH WEBER CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Title Adopted.** Title 1 of the South Weber City Code is hereby re-adopted to read as attached hereto.

**Section 2. Severability Clause.** If a court holds any part or provision of this Ordinance invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

**Section 3. Effective Date.** This Ordinance shall become effective immediately upon passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH WEBER CITY,  
STATE OF UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**ATTEST:**

**SOUTH WEBER CITY**

**By: \_\_\_\_\_  
Elyse Greiner, City Recorder**

**By: \_\_\_\_\_  
Mayor Tamara P. Long**

Roll call vote is as follows:

Mr. Scott Casas	Yes	No
Mr. Kent Hyer	Yes	No
Mrs. Jo Sjoblom	Yes	No
Mr. Merv Taylor	Yes	No
Mr. Wayne Winsor	Yes	No

**CERTIFICATE OF POSTING**

I, the duly appointed recorder for the City of South Weber, hereby certify that:

***ORDINANCE 17-01: AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL  
ADOPTING SOUTH WEBER CITY CODE TITLE 1, ADMINISTRATION***

was passed and adopted the \_\_\_\_ day of \_\_\_\_\_ 2017, and certifies that copies of the foregoing Ordinance 17-01 were posted in the following locations within the municipality this \_\_\_\_ day of \_\_\_\_\_, 2017.

1. South Weber Elementary, 1285 E. Lester Drive
2. South Weber Family Activity Center, 1181 E. Lester Drive
3. South Weber City Building, 1600 E. South Weber Drive

\_\_\_\_\_  
**Elyse Greiner, City Recorder**

# **1 Administration**

- 1.01 General City Provisions
- 1.02 Mayor and City Council
- 1.03 City Manager
- 1.04 Officers and Employees
- 1.05 Municipal Elections
- 1.06 Official City Code
- 1.07 Saving Clause
- 1.08 Definitions
- 1.09 General Penalty

## **1.01 General City Provisions**

- 1.1.010 Incorporation – Classification
- 1.1.020 City Seal

### **1.1.010 Incorporation – Classification**

The Town of South Weber was incorporated in 1938 as a political subdivision of the state of Utah and on March 16, 1971 with a population of 1,073 became a third class city. Under reclassification by the state of Utah in 2003, South Weber City, having a population of 1,000 or more but less than 10,000, became a city of the fifth class. The City may be referred to as South Weber City or the City of South Weber, and is a municipal corporation and a political subdivision of the state of Utah.

### **1.1.020 City Seal**

The corporate seal of South Weber City, established and declared to be the official seal of the City, is circular in form with the City’s logo of mountains, river, and trees in the middle of the seal, and around the edge the words, “South Weber City \* 1971 \* Davis County, Utah \* 1938 \*.”

## **1.02 Mayor and City Council**

- 1.02.010 City Government Powers Vested in a Six-Member Council
- 1.02.020 Mayor – Mayor Pro Tempore
- 1.02.030 Council
- 1.02.040 Meetings – Procedure and Conduct
- 1.02.050 Ordinances and Resolutions – Procedures

### **1.02.010 City Government Powers Vested in a Six-Member Council**

The powers of municipal government in South Weber City, which operates under a six-member council form of government, are vested in a council consisting of six members, one of which is a mayor.

### **1.02.020 Mayor – Mayor Pro Tempore**

#### **A. The Mayor:**

1. is the chief executive officer of the City to whom the City Manager shall report;
2. shall:

- a. keep the peace and enforce the laws of the City;
  - b. ensure that all applicable statutes and City ordinances and resolutions are faithfully executed and observed;
  - c. if the Mayor remits a fine or forfeiture under Subsection A.3, report the remittance to the Council at the Council's next meeting after the remittance;
  - d. perform all duties prescribed by State statute or City ordinance or resolution;
  - e. report to the Council the condition and needs of the City; and
  - f. report to the Council any release granted under Subsection A.3.d;
  - g. execute all deeds on behalf of the City; and
3. may:
- a. recommend for Council consideration any measure that the Mayor considers to be in the best interests of the City;
  - b. remit fines and forfeitures;
  - c. if necessary, call on residents of the City over the age of 21 years to assist in enforcing the laws of the state and ordinances of the City;
  - d. release a person imprisoned for a violation of a City ordinance;
  - e. with the Council's advice and consent:
    - (1) assign or appoint a member of the Council to administer one or more departments of the City; and
    - (2) appoint a person to fill a City office or a vacancy on a commission or committee of the City; and
  - f. at any reasonable time, examine and inspect the official books, papers, records, or documents of the City or any officer, employee, or agency of the City;
- B. The Mayor:
- 1. is, except as provided in Subsection B.2., a nonvoting member of the council;
  - 2. votes as a voting member of the Council:
    - a. on each matter for which there is a tie vote of the other Council members present at a Council meeting; or
    - b. when the Council is voting on:
      - (1) whether to appoint or dismiss a City Manager; or
      - (2) or an ordinance that enlarges or restricts the Mayor's powers, duties, or functions;
  - 3. is the chair of the Council and presides at all council meetings;
  - 4. exercises ceremonial functions for the City;
  - 5. may not veto an ordinance, tax levy, or appropriation passed by the Council;
  - 6. may, within budget constraints, appoint one or more administrative assistants to the Mayor.
- C. If the Mayor is absent or unable or refuses to act, the Council may elect a member of the Council as Mayor Pro Tempore to preside at a Council meeting and perform, during the Mayor's absence, disability, or refusal to act, the duties and functions of Mayor.
- D. The City Recorder shall enter in the minutes of the Council meeting the election of a Council member as Mayor Pro Tempore under Subsection C.

**1.02.030 Council**

- A. The City Council:
- 1. exercises any executive or administrative power and performs or supervises the performance of any executive or administrative duty or function that:
    - a. has not been given to the Mayor under Section 1.02.020A or,
    - b. has been given to the Mayor under Section 1.02.020A but is removed from the Mayor under Subsection A.2.a.(1);
  - 2. may:
    - a. subject to Subsections A.3. and B., adopt an ordinance:

- (1) removing from the Mayor any power, duty, or function of the Mayor under Section 1.02.020A; or
      - (2) reinstating to the Mayor any power, duty, or function previously removed under Subsection A.2.a.(1).
    - b. adopt an ordinance delegating to the Mayor any executive or administrative power, duty, or function that the Council has under Subsection A;
    - c. subject to Subsection 1.02.020B.2.b.(2):
      - a. appoint, subject to Subsections C and D, a Manager to perform executive and administrative duties or functions that the Council by ordinance delegates to the Manager, subject to Subsection A.3; and
      - b. dismiss a Manager appointed under Subsection A.2.c.(1); and
    - d. assign any or all Council members, including the Mayor, to supervise one or more administrative departments of the City; and
  - 3. may not remove from the Mayor or delegate to a Manager appointed by the Council:
    - a. any of the Mayor's legislative or judicial powers or ceremonial functions;
    - b. the Mayor's position as chair of the Council; or
    - c. any ex officio position that the Mayor holds.
- B. Adopting an ordinance under Subsection A.2.a. removing from or reinstating to the Mayor a power, duty, or function provided for in Section 1.02.020A. requires the affirmative vote of:
  - 1. the Mayor and a majority of all other Council members; or
  - 2. all Council members except the Mayor.
- C.
  - 1. As used in this Subsection C, "interim vacancy period" means the period of time that:
    - a. begins on the day on which a municipal general election described in Utah Code Ann. section 10-3-201 is held to elect a Council member; and
    - b. ends on the day on which the council member-elect begins the Council member's term.
  - 2.
    - a. The Council may not appoint a Manager during an interim vacancy period.
    - b. Notwithstanding Subsection C.2.a.:
      - (1) the Council may appoint an Interim Manager during an interim vacancy period; and
      - (2) the Interim Manager's term shall expire once a new Manager is appointed by the new administration after the interim vacancy period has ended.
    - c. Subsection C.2. does not apply if all the Council members who held office on the day of the municipal general election whose term of office was vacant for the election are re-elected to the Council for the following term.
- D. A Council that appoints a Manager in accordance with this section may not enter into an employment contract that contains an automatic renewal provision with the Manager.
- E. The Council:
  - 1. is the legislative body of the City and exercises the legislative powers and performs the legislative duties and functions of the City;
  - 2. shall pass all resolutions and ordinances, appropriate funds and adopt the annual budget, set all mill levies or taxes, review municipal administration, and perform all duties that may be required by law; and
  - 3. may:
    - a. adopt rules and regulations, not inconsistent with statute, for the efficient administration, organization, operation, conduct, and business of the City;
    - b. prescribe by resolution additional duties, powers, and responsibilities for any elected or appointed municipal official, unless prohibited by statute;
    - c. require by ordinance that any or all appointed officers reside in the City;
    - d. create any office that the council considers necessary for the government of the City;
    - e. provide for filling a vacancy in an elective or appointive office;
    - f. take any action allowed under Utah Code Ann. Section 10-8-84; and

- g. perform any function specifically provided for by statute or necessarily implied by law.

#### **1.02.040 Meetings – Procedure and Conduct**

##### A. Regular Meetings:

1. The City Council shall hold regular meetings on the second and fourth Tuesday of each month at City Hall, 1600 East South Weber Drive, South Weber, Utah.
2. Regular Council meetings shall begin promptly at six o'clock p.m., provided that:
  - a. if the meeting date is a legal holiday, then the meeting shall be held at the same time and place described in Subsection A.1. on the next day which is not a legal holiday; and
  - b. the City Council may, by resolution, provide for a different time and place for holding regular meetings of the City Council.

B. Special Meetings: If at any time the business of the City requires a special meeting of the City Council, such meeting may be ordered by the Mayor or any two members of the City Council. The order shall be entered in the minutes of the City Council. The order shall provide at least three hours' notice of the special meeting and notice thereof shall be served by the City Recorder on each member who did not sign the order by delivering the notice personally or by leaving it at the Council member's usual place of abode. The personal appearance by a Council Member at any specially called meeting constitutes a waiver of the notice required in this subsection.

C. Open Meetings: Every meeting is open to the public, unless closed pursuant to Utah Code Annotated Sections 52-4-4 and 52-4-5.

##### D. Quorum:

1. The number of Council members necessary to constitute a quorum is three, excluding the Mayor.
2. No action of the City Council shall be official or of any effect except when a quorum is present. Fewer than a quorum may adjourn from time to time.

##### E. Voting:

1. How Vote Taken: A roll call vote shall be taken and recorded for all ordinances, resolutions and any action which would create a liability against the City and in any other case at the request of any member of the City Council by a "yes" or a "no" vote and shall be recorded. Every resolution or ordinance shall be in writing before the vote is taken.
2. Minimum Vote Required: The minimum number of votes required to pass any ordinance, resolution or to take any action by the City Council, unless otherwise prescribed by law, shall be a majority of the members of the Council, but shall never be less than three.
  - a. Any ordinance, resolution or motion of the Council having fewer favorable votes than three shall be deemed defeated and invalid, except a meeting may be adjourned to a specific time by a majority vote of the City Council even though such majority vote is less than three.
  - b. A majority of the members of the City Council, regardless of number, may fill any vacancy in the City Council.
3. Reconsideration: Any action taken by the City Council shall not be reconsidered or rescinded at any special meeting unless the number of members of the City Council present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

## **1.02.050 Ordinances and Resolutions – Procedures**

- A. Power Exercised by Ordinance: The City Council may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by statute or any other provision of law. An officer of the City shall not be convicted of a criminal offense where the officer relied on or enforced an ordinance the officer reasonably believed to be a valid ordinance. It shall be a defense to any action for punitive damages that the official acted in good faith in enforcing an ordinance or that the officer enforced an ordinance on advice of legal counsel.
- B. Penalty for Violation: Unless otherwise specifically authorized by statute, the City Council may provide a penalty for the violation of any City ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated Section 76-3-301 or by a term of imprisonment up to six months, or by both the fine and term of imprisonment. The City Council may prescribe a minimum penalty for the violation of any City ordinance and may impose a civil penalty for the unauthorized use of City property, including, but not limited to, the use of parks, streets and other public grounds or equipment.
- C. Form of Ordinance: Any ordinance passed by the City Council shall contain and be in substantially the following order and form:
  - 1. a number;
  - 2. a title which indicates the nature of the subject matter of the ordinance;
  - 3. a preamble which states the need or reason for the ordinance;
  - 4. an ordaining clause which states, "Be it ordained by the City of South Weber:";
  - 5. the body or subject of the ordinance;
  - 6. when applicable, a statement indicating the penalty for violation of the ordinance or a reference that the punishment is covered by an ordinance which prescribes the fines and terms of imprisonment for the violation of the City ordinance; or, the penalty may establish a classification of penalties and refer to such ordinance in which the penalty for such violation is established;
  - 7. a statement indicating the effective date of the ordinance or the date when the ordinance shall become effective after publication or posting;
  - 8. a line for the signature of the Mayor or Mayor Pro Tem to sign the ordinance; and
  - 9. a place for the City Recorder to attest the ordinance and affix the seal of the City.
- D. Requirements as to Form; Effective Date:
  - 1. Ordinances passed or enacted by the City Council shall be signed by the Mayor, or if absent, by the Mayor Pro Tempore, or by a quorum of the City Council, and shall be recorded before taking effect. No ordinance shall be void or unlawful by reason of its failure to conform to the provisions of Utah Code Annotated Subsections 10-3-704(1), (2), (3), or (4).
  - 2. Ordinances shall become effective 20 days after publication or posting or 30 days after final passage by the City Council, whichever is closer to the date of final passage, but ordinances may become effective at an earlier or later date after publication or posting if so provided in the ordinance.
- E. Publication and Posting of Ordinances:
  - 1. Before an ordinance may take effect, the City Council adopting an ordinance, except an ordinance enacted under Utah Code Annotated Sections 10-3-706 to 10-3-710, shall deposit a copy of the ordinance in the office of the City Recorder and publish a short summary of the ordinance at least once in a newspaper published within the City, or if there is no newspaper published therein in a newspaper of general circulation with the City; or post a complete copy of the ordinance in three public places within the City.
  - 2. Any ordinance, code, or book, other than the State Code, relating to building or safety standards, City functions, administration, control or regulations, may be adopted and shall

take effect without further publication or posting, if reference is made to the code or book and at least one copy has been filed for use and examination by the public in the office of the City Recorder prior to the adoption of the ordinance by the City Council. Any State law relating to building or safety standards, City functions, administration, control or regulations, may be adopted and shall take effect without further publication or posting if reference is made to the State Code. The ordinance adopting the code or book shall be published in the manner provided in Utah Code Annotated Sections 10-3-709 and 10-3-710.

F. Recording, Numbering and Certification of Passage:

1. The City Recorder shall record, in a book used exclusively for that purpose, all ordinances passed by the City Council. The City Recorder shall give each ordinance a number, if the City Council has not already so done, and shall indicate upon the face of the ordinance the date adopted. Immediately following the passage of each ordinance, or codification of ordinances, the City Recorder shall make or cause to be made a certificate stating the date of passage and of the date of publication or posting, as required. The record and memorandum, or a certified copy thereof, shall be prima facie evidence of the contents, passage, and publication or posting of the ordinance or codification.
2. The City Recorder shall keep all ordinances of a local, private or temporary nature, including franchises, grants, dedication, bond issues and tax levies, in a separate book of "special ordinances" properly indexed and organized according to date adopted. The first number of such an ordinance shall be the last two digits of the year the ordinance is adopted, followed by a dash which is followed by a number indicating the order in which such special ordinance was adopted during the year.
3. Failure to comply with this subsection shall not affect or render invalid any ordinance of the City.

G. Resolutions:

1. Purpose: Unless otherwise required by law, the City Council may exercise all administrative powers by resolution, including, but not limited to establishing water and sewer rates, establishing charges for garbage collection and fees charged for City services, establishing personnel policies and guidelines, and regulating the use and operation of the City property. Punishment, fines or forfeitures may not be imposed by resolution.
2. Form: Any resolution passed by the City Council shall be in a form and contain sections substantially similar to that prescribed for ordinances.
3. Publication; Effective Date: Resolutions may become effective without publication or posting and may take effect on passage or at a later date as the City Council may determine, but resolutions may not become effective more than three months from the date of passage.

H. Public Hearings: The City Council shall not hold a public hearing for resolutions, ordinances, applications, amendments or other agenda items unless specifically required by state law or upon a procedural motion approved by the City Council.

## **1.03 City Manager**

- 1.03.010 Office Created
- 1.03.020 Appointment
- 1.03.030 Term
- 1.03.040 Powers and Duties
- 1.03.050 Role of the City Council
- 1.03.060 Salary
- 1.03.070 Performance Review

### **1.03.010 Office Created**

There is hereby created the office of City Manager of South Weber City, Utah.

### **1.03.020 Appointment**

The appointment of a City Manager shall be by the City Council, including the Mayor. Once appointed, the Mayor shall sign the contract between the City Manager and the City on behalf of the City.

### **1.03.030 Term**

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 years. The term of employment may be renewed at any time. Any person serving as Manager may be removed with or without cause by a majority vote of the City Council, including the Mayor.

### **1.03.040 Powers and Duties**

A. The City Manager shall:

1. be the chief administrative officer of the City to whom all employees of the City report;
2. exercise the administrative powers, authority, and duties of the City;
3. carry out the policies and programs established by the Council;
4. report to and coordinate regularly with the Mayor;
5. notify the Mayor and City Council of any emergency existing in any department;
6. attend meetings of the City Council with the right to take part in the discussion but not to vote and may recommend to the City Council for adoption measures deemed necessary or expedient;
7. hire and, when deemed necessary, suspend or remove City employees, except that the City Recorder and the City Treasurer shall be appointed or removed only by the Mayor with the advice and consent of the City Council;
8. direct and supervise the administration of all departments, offices, and agencies of the City except as otherwise provided by law;
9. act as the budget officer for the City and perform or cause to be performed all of the duties of such office as set forth in the Uniform Municipal Fiscal Procedures Act, including the preparation and submittal of the annual budget to the Council;
10. sign all contracts for the City except for deeds, subject to the attest and countersignature of the City Recorder; and

11. perform such other duties as may be required by this Code or by the City Council through ordinance, resolution, or directive.
- B. The City Manager may examine and inspect the books, records, and official papers of any office, department, agency, board of commissions of the City and make investigations and require reports from all personnel.
- C. In the Manager's temporary absence, the Finance Director, City Recorder, or City Treasurer in that order shall exercise the powers and perform the duties of the Manager.

### **1.03.050 Role of the City Council**

Except for the purpose of inquiry, the Council and its members shall deal with the City administration solely through the City Manager. Neither the Council nor any member thereof or the Mayor shall give orders to any subordinate of the City Manager, either publicly or privately.

### **1.03.060 Salary**

The salary of the City Manager shall be set from time to time by resolution of the City Council.

### **1.03.070 Performance Review**

The City Council and Mayor shall review the performance of the City Manager six months after the month the City Manager is hired. After that time, unless there is a concern, the City Manager's performance shall be evaluated annually during November or December when other employee evaluations are conducted. During the review process, the City Council and Mayor may grant a step increase according to the City's compensation scale but the City Manager shall have no legal claim to a step increase.

## **1.04 Officers and Employees**

- 1.04.010 Creating Offices – Filing Vacancies
- 1.04.020 Compensation
- 1.04.030 Officials' Bonds
- 1.04.040 Oaths
- 1.04.050 Official Neglect and Misconduct
- 1.04.060 City Recorder and City Treasurer
- 1.04.070 City Attorney – Prosecutor
- 1.04.080 Private Work Prohibited

### **1.04.010 Creating Offices – Filing Vacancies**

- A. Offices Created by Council: The City Council may create any office deemed necessary for the government of the City and provide for filling vacancies in elective and appointive offices.
- B. Mayor to Appoint and Fill Vacancies: The Mayor, with the advice and consent of the City Council, may appoint and fill vacancies in all offices provided for by law or ordinance.
- C. Continuation in Office: All appointed officers shall continue in office until their successors are appointed and qualified.

### **1.04.020 Compensation**

- A. Established: The City Council shall from time to time enact by resolution the salaries to be paid the employees of the City.
- B. Benefits: In addition to the salary paid the officers and employees of the City, they shall receive the following benefits:
  - 1. the employees' share of the social security tax;
  - 2. vacation and sick leave on such basis as the City Council may from time to time establish by resolution; and
  - 3. State retirement.
- C. Serving in Two or More Positions: Whenever any person serves in two or more positions either as officers or employees of this City, unless otherwise specifically provided in the employment agreement by ordinance or by resolution, that person shall receive the salary or compensation of the office or employment paying the greater amount.
- D. Reimbursement for Travel Expenses: In addition to all other compensation or salaries, any officer or employee of the City may receive, following the submission to the City Recorder of a claim, travel expenses and per diem established by the Utah State Department of Finance for expense actually incurred by the person for attending any meeting, conference, seminar or training session, provided attendance is approved by the City Council.

**1.04.030 Officials' Bonds**

- A. Required: The elected officers of the City before taking office shall execute a bond with good and sufficient sureties, payable to the City in such amounts as are provided in Utah Code Ann. Section 10-3-801 et seq. of the Utah Code Annotated, conditioned for the faithful performance of the duties of the respective officers and the payment of all money received by such officer according to law and the ordinances of the City. All other officers of the City may, by resolution or ordinance, be required to furnish a personal bond with good and sufficient sureties or corporate surety bond payable to the City in such penal sum as the resolution or ordinance may establish, conditioned for the faithful performance of the duties of their office and the payment of all money received by such officers according to law and the ordinances of the City, or such officers may be included within public employee blanket bonds at such amounts as may be determined by the City Council.
- B. Approval of Bonds: The bonds of the Councilmembers shall be approved by the Mayor and the bond of the Mayor shall be approved by the City Council at the first meeting of the City Council in January following a City election.
- C. Premium Paid by City: The premium charged by a corporate surety for any bond required by the City shall be paid by the City.
- D. Additional Bonds: The City Council may at any time require further and additional bonds of any or all officers elected or appointed. All bonds given by the officers, except as otherwise provided by law, shall be filed with the City Recorder, except that the bond of the City Recorder shall be filed with the City Treasurer.
- E. Bond Amounts: The following named City officials shall each give a bond in the following amounts:

Mayor and City Council	\$ 2,500.00
City Treasurer	5% of City's budgeted gross revenue for the previous year but not less than \$300,000
City Recorder	\$ 2,500.00

- F. Treasurer's Bond: The Treasurer's bond shall be superseded by any rule, regulation, or directive of the State Money Management Council when such rule, regulation or directive is binding on the City.

#### **1.04.040 Oaths**

- A. Constitutional Oath of Office: All officers, whether elected or appointed, before entering on the duties of their respective offices shall take, subscribe and file the constitutional oath of office.
- B. Filing: The oath of office required under this Section shall be administered by any judge, notary public or by the City Recorder. Elected officials shall take their oath of office at 12:00 noon on the first Monday in January following their election or as soon thereafter as is practical. Appointed officers shall take their oath at any time before entering on their duties. All oaths of office shall be filed with the City Recorder.
- C. Acts of Officials Not Voided: No official act of any City officer shall be invalid for the reason that he failed to take the oath of office.

#### **1.04.050 Official Neglect and Misconduct**

In case any City officer shall at any time wilfully omit to perform any duty, or wilfully and corruptly be guilty of oppression, malconduct, misfeasance, or malfeasance in office, the person is guilty of a class A misdemeanor, as provided in Utah Code Annotated Section 10-3-826, shall be removed from office, and is not eligible for any City office thereafter.

#### **1.04.060 City Recorder and City Treasurer**

- A. Appointment: On or before the first Monday in February following a City election, the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to each of the offices of City Recorder and City Treasurer.
- B. Ex Officio Auditor: The City Recorder is ex officio the City Auditor and shall perform the duties of that office.

#### **1.04.070 City Attorney – Prosecutor**

The City Attorney or Prosecutor may prosecute violations of City ordinances, and under State law, infractions and misdemeanors occurring within the boundaries of the City and has the same powers in respect to the violations as are exercised by a county attorney, including, but not limited to, granting immunity to witnesses. The City Attorney or Prosecutor shall represent the interests of the State or the City in the appeal of any matter prosecuted in any trial court by the City Attorney or Prosecutor.

#### **1.04.080 Private Work Prohibited**

It shall be unlawful for any employee of the City to authorize or render services or City equipment for use on any private person's property and which is a benefit to such private person, including snow removal, sewer or water line repair, or transporting garbage.

## **1.05 Municipal Elections**

- 1.05.010 Conduct
- 1.05.020 Election – Terms
- 1.05.030 Eligibility and Residency Requirements
- 1.05.040 Primary Election
- 1.05.050 Campaign Finance Disclosure Requirements

### **1.05.010 Conduct**

Elections for Mayor and Council members shall be conducted according to the municipal elections section of Utah Code Annotated Subsections 20A-9-404(1) and (2).

### **1.05.020 Election – Terms**

- A. The election and terms of office of the offices of Mayor and two Council members shall be filled in municipal elections held in 1977. The terms shall be for four years. These offices shall be filled thereafter every four years in municipal elections.
- B. The offices of the other three Council members shall be filled in a municipal election held in 1979. The terms shall be for four years. These offices shall be filled thereafter every four years in municipal elections.
- C. The offices shall be filled in at-large elections which shall be held at the time and the manner provided for electing municipal officers.
- D. Where both two-year and four-year terms are to be filled by election or appointment, the election ballot or appointment shall clearly state which persons are to be elected or appointed to the shorter term and to the longer term.
- E. Vacancies in the office of Mayor or City Council shall be filled as provided in Utah Code Annotated Section 20A-1-510.

### **1.05.030 Eligibility and Residency Requirements**

- A. Declaration of Candidacy: A person may become a candidate for any City office if:
  - 1. the person is a registered voter;
  - 2. the person has resided within the City for the 12 consecutive months immediately before the date of the election; and
  - 3. the person meets the other requirements of Utah Code Annotated Section 20A-9-203.
- B. Annexed Areas: A person living in an area annexed to the City meets the residency requirement of this subsection if that person resided within the area annexed to the City for the 12 consecutive months before the date of the election.
- C. Residency Maintained: Each elected officer of the City shall maintain residency within the boundaries of the City during the term of office.
- D. Residence Outside City: If an elected officer of the City establishes a principal place of residence as provided in Utah Code Annotated Section 20A-2-105 outside of the City during the term of office, the office is automatically vacant.
- E. Continuous Absence from City: If an elected City officer is absent from the City any time during the term of office for a continuous period of more than 60 days without the consent of the City Council, the City office is automatically vacant.

### **1.05.040 Primary Election**

- A. When Required: This section provides for the candidates for Mayor and Council members to be nominated at a primary election if required. A primary election will be held only when the number of candidates filing for an office exceeds twice the number to be elected, such as:
  - 1. when one person to be elected, such as a Mayor, three or more must file to require a primary election;
  - 2. when two Council members are to be elected, five or more must file to require a primary election; and
  - 3. when three Council members are to be elected, seven or more must file to require a primary election.
- B. Placement on Ballot: The candidates nominated at the primary election, plus candidates that were not required to run in the primary are to be placed on the November ballot.

### **1.05.050 Campaign Finance Disclosure Requirements**

- A. Whenever the following words or terms are used in this Chapter, they shall have such meanings herein ascribed to them unless the context makes such meaning repugnant thereto:

CANDIDATE: Any person who files a declaration of candidacy for an elective office of the city; or is nominated by a committee or party; or received contributions or made expenditures or consents to another person receiving contributions or making expenditures with a view to bringing about such person's nominations or election to such office; or causes on his behalf, any written material or advertisement to be printed, published, broadcast, distributed, or disseminated which indicates any intention to see such office.

CONTRIBUTION: Monetary and nonmonetary contributions such as in-kind contributions and contributions of tangible things, but shall not include personal services provided without compensation by individuals volunteering their time on behalf of a candidate.

ELECTION: Both primary and general elections.

EXPENDITURE: A purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value made for the purpose of influencing the nomination or election of any candidate.

- B. Filing of Disclosure Reports: Each candidate for elective offices shall file with the City Recorder dated, signed, and sworn financial reports, which comply with this section.
- C. Time of Filing: The reports required by this section shall be filed at least once seven days before the primary and general municipal elections and at least once 30 days after the municipal election.
- D. Contents of Statements: The statement filed seven days before the election shall include:
  - 1. a list of each contribution of more than \$50 received by the candidate, and name of the donor;
  - 2. an aggregate total of all contributions of \$50 or less received by the candidate; and
  - 3. a list of each expenditure for political purposes made during the campaign period, and the recipient of each expenditure.
- E. The statement filed 30 days after the elections shall include:
  - 1. a list of each contribution of more than \$50 received after the cutoff date for the statement filed seven days before the election, and the name of the donor; and

2. a list of all expenditures for political purposes made by the candidate after the cutoff date for the statement filed seven days before the election, and the recipient of each expenditure.
- F. Public Information: The statements required by this section shall be public documents and shall be available for public inspection and copying during all regular city business hours.
  - G. Penalty for Noncompliance: Any candidate who fails to comply with this section is guilty of an infraction.
  - H. Severability: If any subsection, sentence, clause or phrase of this section is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declarations shall not affect the validity of the remainder of this section.

## **1.06 Official City Code**

- 1.06.010 Title
- 1.06.020 Acceptance
- 1.06.030 Amendments
- 1.06.040 Code Alterations
- 1.06.050 Incorporation of Statutes
- 1.06.060 Civil Liability

### **1.06.010 Title**

Upon the adoption by the City Council, this City Code is hereby declared to be and shall hereafter constitute the official city code of South Weber City and shall be known and cited as the South Weber City Code. This Code is hereby published by authority of the City Council and shall be supplemented to incorporate the most recent legislation of the City. Any reference to the number of any section contained herein shall be understood to refer to the position of the same number, its appropriate chapter and title heading, and to the general penalty clause relating thereto, as well as to the section itself, when reference is made to this City Code by title in any legal documents.

### **1.06.020 Acceptance**

The City Code as hereby presented in printed form shall hereafter be received without further proof in all courts and in administrative tribunals of this State as the ordinances of the City of general and permanent effect, except the excluded ordinances enumerated in Chapter 1.07 of this Code.

### **1.06.030 Amendments**

Any ordinance amending the City Code shall set forth the title, chapter and section number of the section or sections to be amended, and this shall constitute sufficient compliance with any statutory requirement pertaining to the amendment or revision by ordinance of any part of this City Code. All such amendments or revisions by ordinance shall be immediately forwarded to the codifiers, and the ordinance material shall be prepared for insertion in its proper place in each copy of this City Code. Each replacement page shall be properly identified and inserted in each individual copy of the City Code.

### **1.06.040 Code Alterations**

It shall be deemed unlawful for any person to alter, change, replace or deface in any way any section or any page of this City Code in such a manner that the meaning of any phrase or order may be changed or omitted. Replacement pages may be inserted according to the official instructions when so authorized by the City Council. The City Recorder shall see that the replacement pages are properly inserted in the official copies

maintained in the office of the City Recorder. Any person having custody of a copy of the City Code shall make every effort to maintain the Code current as to the most recent ordinances passed. Such person shall see to the immediate insertion of new or replacement pages when such are delivered or made available to such person through the office of the City Recorder. Code books, while in actual possession of officials and other interested persons, shall be and remain the property of the City and shall be returned to the office of the City Recorder when directed so to do by order of the City Council.

### **1.06.050 Incorporation of Statutes**

Any reference or citation to any statute shall not be interpreted or construed to include, incorporate or make the citation or statute part of this Code, unless the provisions of this Code specifically include, incorporate or make the citation or statute part of this Code by reference or incorporation, and any such reference or citation not specifically included or incorporated may be changed, amended or deleted without publication on an order of the City Council.

### **1.06.060 Civil Liability**

No provision of this Code shall create any civil liability on the City, its officers or employees, whether or not the Code imposes mandatory or directional duties and whether or not the City, its officers or employees, perform or do not perform such duties.

## **1.07 Saving Clause**

- 1.07.010 Repeal of General Ordinances
- 1.07.020 Court Proceedings
- 1.07.030 Severability Clause

### **1.07.010 Repeal of General Ordinances**

- A. Repealer; Exceptions: All general ordinances of the City passed prior to the adoption of this City Code are hereby repealed, except such as are included in this City Code or are by necessary implication herein reserved from repeal, subject to the saving clauses contained in this chapter, and excluding the following ordinances which are not hereby repealed: tax levy ordinances; appropriation ordinances; ordinances relating to boundaries and annexations; franchise ordinances and other ordinances granting special rights to persons or corporations; contract ordinances and ordinances authorizing the execution of a contract or the issuance of warrants; salary ordinances; fee ordinances; ordinances establishing, naming or vacating streets, alleys or other public places; improvement ordinances; bond ordinances; ordinances relating to elections; ordinances relating to the transfer or acceptance of real estate by or from the City; and all special ordinances.
- B. Effect of Repealing Ordinances: The repeal of the ordinances provided in Subsection 1.07.010A. shall not affect any debt or fee which is accrued, any duty imposed, any penalty incurred, nor any action or proceeding commenced under or by virtue of the ordinances repealed or the term of office of any person holding office at the time these ordinances take effect; nor shall the repeal of any ordinance have the effect of reviving any ordinance heretofore repealed or superseded.

### **1.07.020 Court Proceedings**

- A. Prior Acts: No ordinance shall be construed or held to repeal a former ordinance whether such former ordinance is expressly repealed or not, as to any offense committed against such former ordinance or as to any act done, any penalty, forfeiture or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatever to affect any such offense or act so committed or so done, or any penalty, forfeiture or punishment so incurred or any right accrued or claim arising before the new ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceeding, so far as practicable. If any penalty, forfeiture or punishment may be mitigated by any provision of a new ordinance, such provision may be, by consent of the party affected, applied to any judgment announced after the new ordinance takes effect.
- B. Scope of Section: This section shall extend to all repeals, either by express words or implication, whether the repeal is in the ordinance making any new provisions upon the same subject or in any other ordinance.

### **1.07.030 Severability Clause**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this City Code or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Code, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

## **1.08 Definitions**

- 1.08.010 Construction of Words
- 1.08.020 Definitions – General
- 1.08.030 Headings

### **1.08.010 Construction of Words**

- A. Whenever any word in any section of this Code importing the plural number is used in describing or referring to any matters, parties or persons, any single matter, party or person shall be deemed to be included, although distributive words may not have been used. When any subject matter, party or person is referred to in this Code by words importing the singular number only, or a particular gender, several matters, parties or persons and the opposite gender and bodies corporate shall be deemed to be included; provided, that these rules of construction shall not be applied to any section of this Code which contains any express provision excluding such construction or where the subject matter or context may be repugnant thereto. The use of any verb in the present tense shall include the future and past tense when applicable.
- B. All words and phrases shall be constructed and understood according to the common use and understanding of the language. Technical words and phrases and such other words and phrases as may have acquired a particular meaning in law shall be construed and understood according to such particular meaning.
- C. The word "ordinance" contained in the ordinances of the City has been changed in the content of this Code to "title," "chapter," "section," and "subsection," or words of similar import for

organizational and clarification purposes only. Such changes are not meant to amend passage and effective dates of the original ordinances.

- D. Whenever any act, conduct or offense is prohibited or required and no reference is made to location, unless the context specifically indicates otherwise, the act, conduct or offense prohibited or required shall be within the boundaries of this City.
- E. Any reference made in this Code to a City officer, official, or employee by title only shall be construed as though followed by the words, "of the City of South Weber."

### **1.08.020 Definitions – General**

Whenever the following words or terms are used in this Code, they shall have such meanings herein ascribed to them unless the context makes such meaning repugnant thereto:

**ADMINISTRATIVE DECISION:** The execution of municipal laws, ordinances, rules, regulations, or public policy.

**AGENT:** A person acting on behalf of another with authority conferred, either expressly or by implication.

**BUSINESS:** Includes all activities engaged in within the City carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term business, unless otherwise specifically provided.

**CHIEF OF POLICE or CHIEF LAW ENFORCEMENT OFFICER:** The Davis County sheriff or any deputy of the Davis County sheriff's office assigned to act as chief of police or chief law enforcement officer by the Davis County sheriff.

**CITY:** The City of South Weber, Davis County, Utah.

**CITY COUNCIL:** The City Council of the City of South Weber, Utah.

**CITY RECORDER:** The individual appointed to act as the City Recorder of the City.

**CODE:** The City Code of the City of South Weber, Utah.

**COUNTY:** Davis County, Utah.

**FEE:** A sum of money charged by the City for the carrying on of a business, profession, or occupation.

**HIGHWAY or ROAD:** Includes public bridges and may be equivalent to the words "county way," "county road," "common road," and "state road."

**LEGISLATIVE DECISION:** The creation, amending or altering of municipal laws, ordinances, rules, regulations, or public policy.

**LICENSE:** The permission granted for the carrying on of a business, profession or occupation and includes any certificate, permit or license issued by the City.

**NUISANCE:** Anything offensive to the sensibilities of reasonable persons, or any act or activity creating a hazard which threatens the health and welfare of inhabitants of the City, or any activity which by its

perpetuation can reasonably be said to have a detrimental effect on the property of a person or persons within the community.

**OCCUPANT:** As applied to a building or land, shall include any person who occupies the whole or any part of such building or land whether alone or with others.

**OFFENSE:** Any act forbidden by any provision of this Code or the omission of any act required by the provisions of this Code.

**OFFICERS or OFFICIALS:** Any elected or appointed person employed by the City, unless the context clearly indicates otherwise.

**OPERATOR:** The person who is in charge of any operation, business, or profession.

**OWNER:** As applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land.

**PERSON:** Any public or private corporation, firm, partnership, association, organization, government, or any other group acting as a unit, as well as a natural person.

**PERSONAL PROPERTY:** Shall include every description of money, goods, chattels, effects, evidence of rights in action and all written instruments by which any pecuniary obligation, right, or title to property is created, acknowledged, transferred, increased, defeated, discharged, or diminished, and every right or interest therein.

**PROPERTY:** Includes both real and personal property.

**REASONABLE TIME:** In all cases where any ordinance requires that an act be done in a reasonable time or that reasonable notice be given, such reasonable time for such notice shall be deemed to mean such time as may be necessary for the expeditious performance of such duty or compliance with such notice.

**RETAILER:** Unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or things direct to the consumer.

**RIGHT OF WAY:** The privilege of the immediate use of the roadway or other property.

**STATE:** The state of Utah.

**STREET:** Includes alleys, lanes, courts, boulevards, public ways, public squares, sidewalks, gutters and culverts, crosswalks, and intersections.

**TENANT:** As applied to a building or land, shall include any person who occupies the whole or any part of such building or land, whether alone or with others.

**TIME COMPUTED:** The time within which an act is to be done as provided in any ordinance or in any resolution or order of the City, when expressed in days, shall be determined by excluding the first day and including the last day, except if the last day be a Sunday or a legal holiday, then the last day shall be the day next following such Sunday or legal holiday which is not a Sunday or legal holiday. When time is expressed in hours, Sunday and all legal holidays shall be excluded.

**WEEK:** Shall be construed to mean any seven-day period.

WHOLESALE or WHOLESALE DEALER: Unless otherwise specifically defined, relates to the sale of goods, merchandise, articles, or things to persons who purchase for the purpose of resale.

WRITTEN or IN WRITING: May include printing and any other mode of representing words and letters, but when the written signature of any person is required by law to any official or public writing or bond, it shall be in the proper handwriting of such person, or in case such person is unable to write, by such person's proper mark.

### **1.08.030 Headings**

The headings of the several sections of this Code are intended as mere catchwords to indicate the content of the title, chapter, or section and shall not be deemed or taken to be titles of such sections, nor be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any division thereof, nor unless expressly so provided, shall they be so deemed when any of such sections, including the headings, are amended or reenacted.

## **1.09 General Penalty**

- 1.09.010 Sentencing
- 1.09.020 Offenses Designated – Classified
- 1.09.030 Administrative Remedies

### **1.09.010 Sentencing**

- A. Penalty for Violation of Ordinance: Unless otherwise specifically authorized by State statute, the City Council may provide a penalty for the violation of any City ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated Section 76-3-301, or by a term of imprisonment up to six months, or by both the fine and term of imprisonment. The City Council may prescribe a minimum penalty for the violation of any City ordinance and may impose a civil penalty for the unauthorized use of City property, including, but not limited to, the use of parks, streets and other public grounds or equipment.
- B. Term of Imprisonment for Misdemeanors: A person who has been convicted of a misdemeanor may be sentenced to imprisonment as follows:
  1. in the case of a class B misdemeanor, for a term not exceeding six months;
  2. in the case of a class C misdemeanor, for a term not exceeding 90 days.
- C. Infractions:
  1. A person convicted of an infraction may not be imprisoned but may be subject to a fine, forfeiture, and disqualification, or any combination.
  2. Whenever a person is convicted of an infraction and no punishment is specified, the person may be fined as for a class C misdemeanor.
- D. Fines of Persons: A person convicted of an offense may, in addition to any term of imprisonment imposed, be sentenced to pay a fine not to exceed:
  1. \$1,000 when the conviction is of a class B misdemeanor conviction; and
  2. \$750 when the conviction is of a class C misdemeanor conviction or infraction conviction.
- E. Fines of Corporations: The sentence to pay a fine, when imposed upon a corporation, association, partnership or governmental instrumentality for an offense defined in this Code, or the ordinances of the City, or for an offense defined outside of this Code over which this City has jurisdiction, for

which no special corporate fine is specified, shall be to pay an amount fixed by the court, not exceeding:

1. \$5,000 when the conviction is for a class B misdemeanor conviction; and
2. \$1,000 when the conviction is for a class C misdemeanor conviction or for an infraction conviction.

### **1.09.020 Offenses Designated – Classified**

A. Sentencing:

1. A person adjudged guilty of an offense under this Code or the ordinances of this City shall be sentenced in accordance with the provisions of this Chapter.
2. Ordinances enacted after the effective date of this Code which involve an offense shall be classified for sentencing purposes in accordance with this Chapter, unless otherwise expressly provided.

B. Designation of Offenses: Offenses are designated as misdemeanors or infractions.

C. Misdemeanors Classified:

1. Misdemeanors are classified into two categories:
  - a. class B misdemeanors; and
  - b. class C misdemeanors.
2. An offense designated as a misdemeanor or any act prohibited or declared to be unlawful in this Code or any ordinance of this City when no other specification as to punishment or category is made, shall be a class B misdemeanor.

D. Infractions:

1. Infractions are not classified.
2. Any offense which is made an infraction in this Code or other ordinances of this City, or which is expressly designated an infraction and any offense designated by this Code or other ordinances of this City which is not designated as a misdemeanor and for which no penalty is specified is an infraction.

E. Continuing Violation: In all instances where the violation of this Code or any ordinance enacted is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues to occur.

### **1.09.030 Administrative Remedies**

A. Hearing Request: Unless otherwise specifically provided in any ordinance of the City or any code adopted by reference, a hearing before the City Council may be requested by any person:

1. who is denied or refused a permit or license by any officer, agent or employee of this City; or
2. whose permit or license is revoked, restricted, qualified or limited from that for which it was first issued.

B. Form of Request: The request for hearing must be made in writing to the Mayor, City Manager, or City Recorder and made within 30 days following the date the notice denying, refusing, revoking, restricting, qualifying, or limiting the license or permit is made.

C. Procedure:

1. Time and Place: Following receipt of a request for hearing, the City Council shall inform the person requesting a hearing of the time and place the hearing is to be held.
2. Witnesses; Evidence: At the hearing, the aggrieved party shall have the right to hear and examine any witnesses the City may produce to support its decision and to present evidence in support of the aggrieved party's contention.

3. Decision of City Council: The City Council shall, within ten days following the conclusion of the hearing, inform in writing the person who requested the hearing of the decision of the City Council.
- D. Not Additional Remedy: This section shall not be construed so as to afford any aggrieved party more than one hearing before the City Council, nor shall the hearing provided in this section apply to any criminal complaint or proceeding.



46'-6"

GXY916012  
Supernova Lime

31'-9"

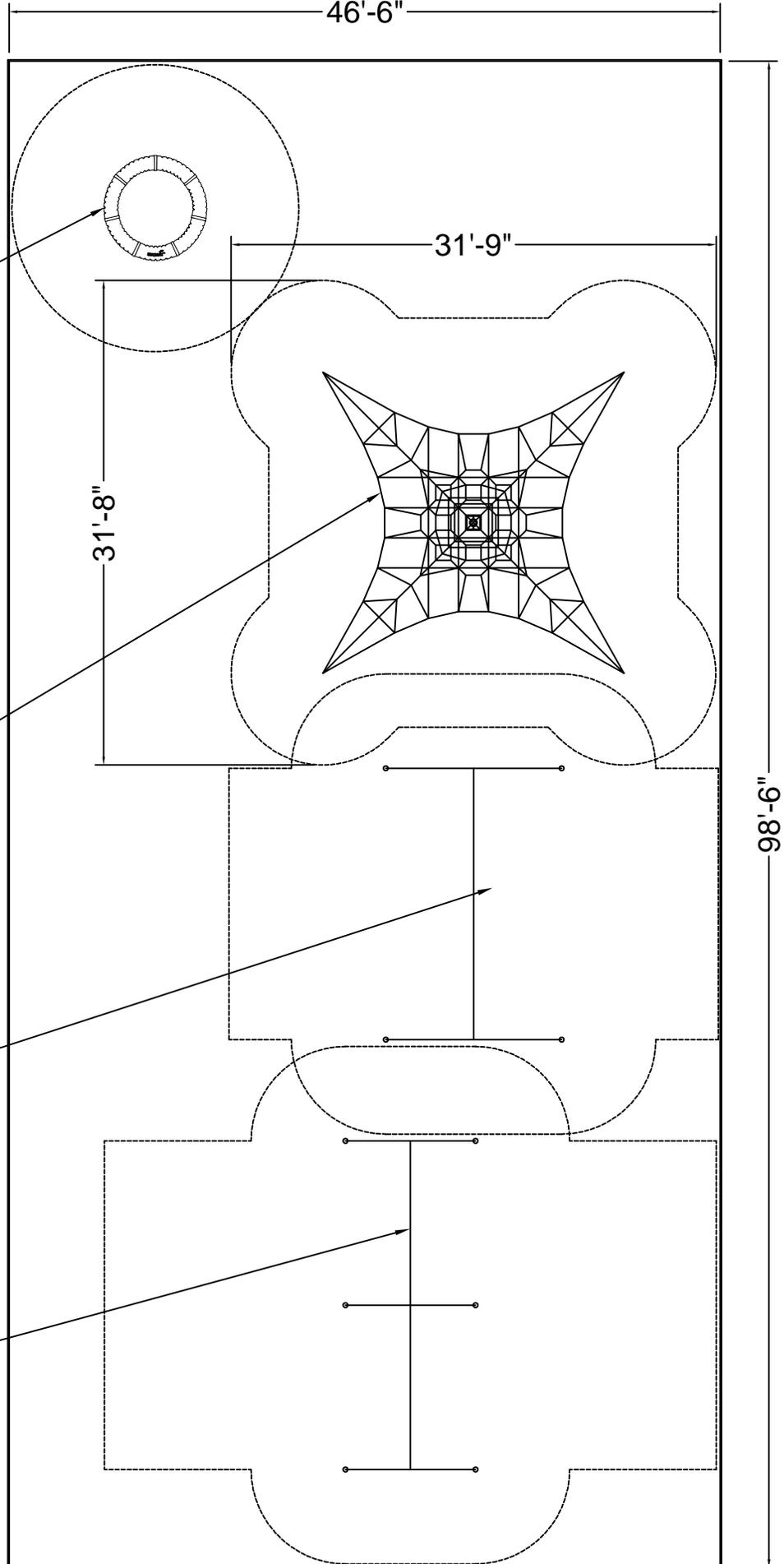
31'-8"

COR303011  
Mini Space Net

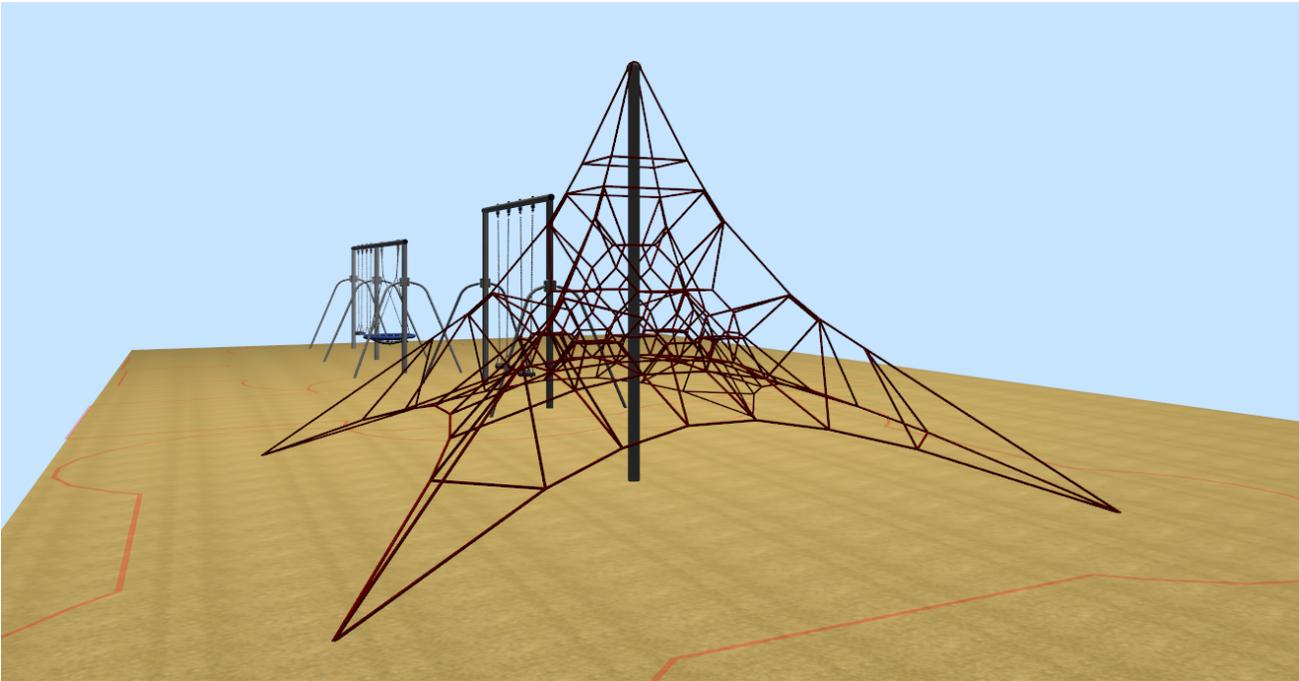
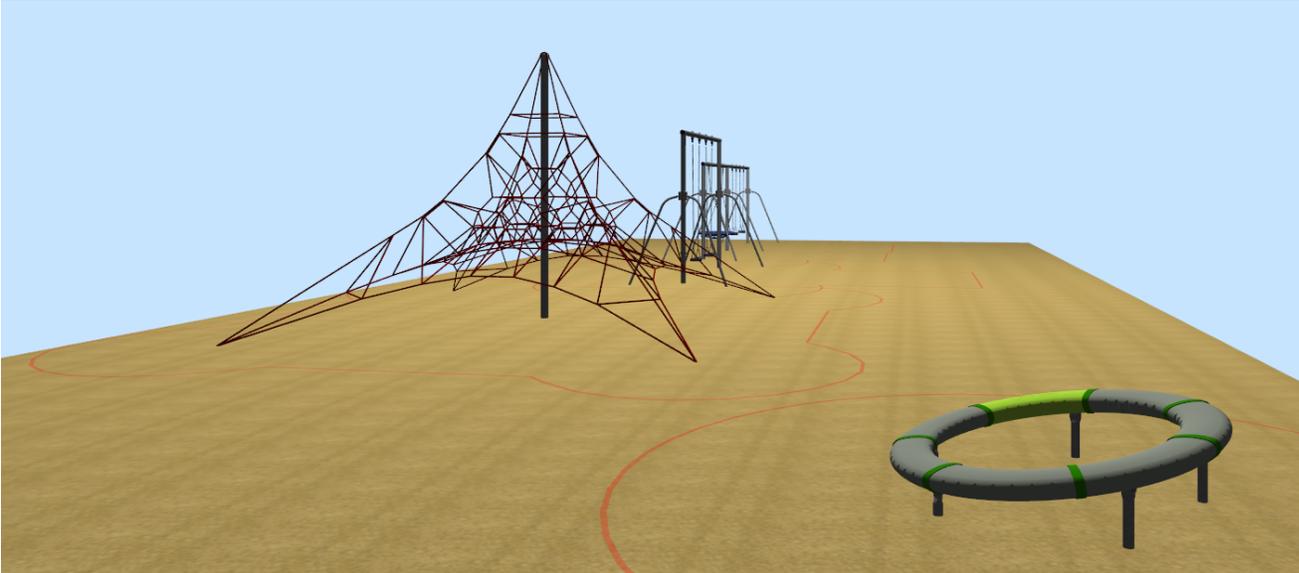
Ex. 8' Tall Swing w/ Fall Zones

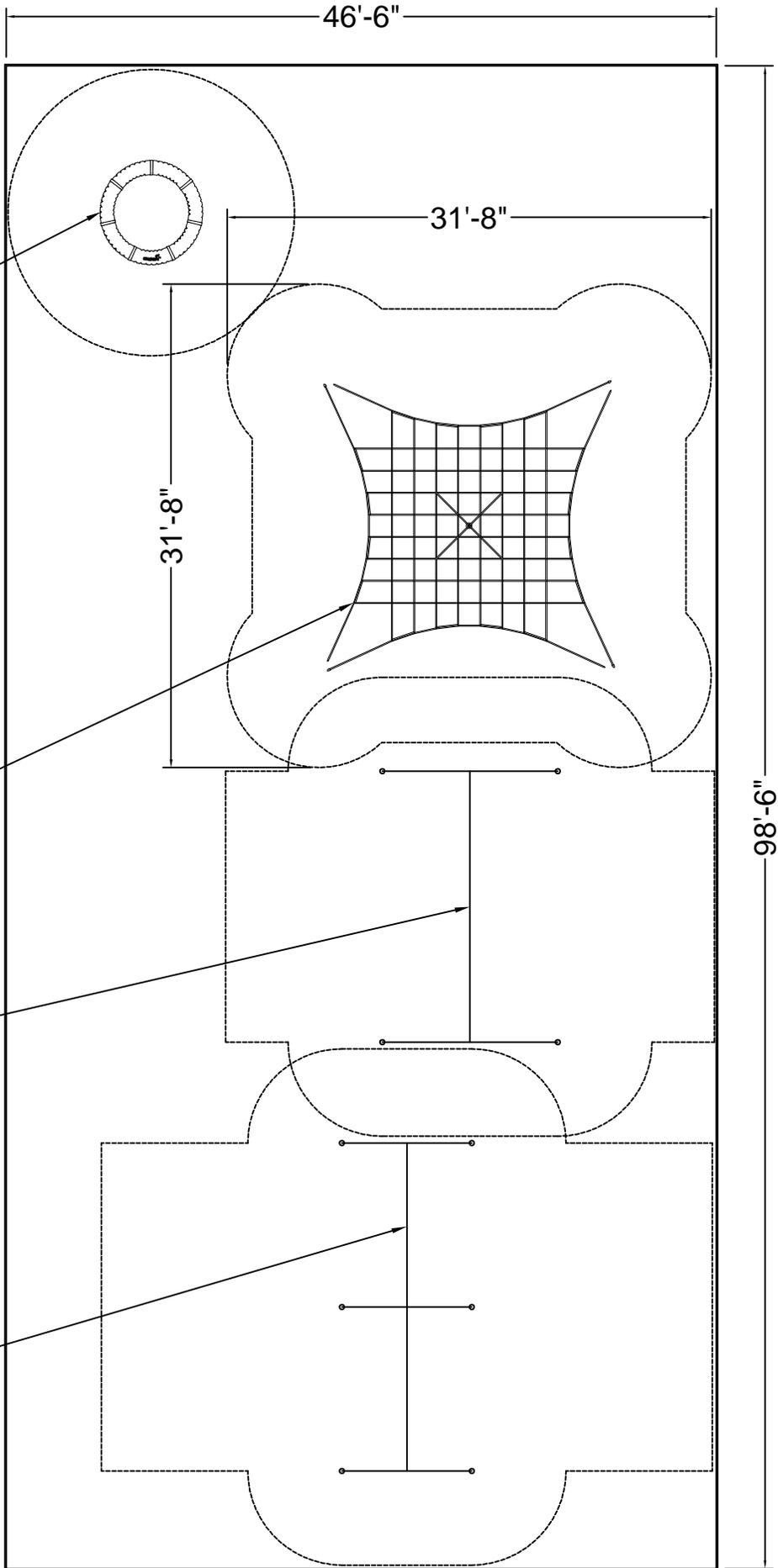
Ex. 10' Tall Swing w/ Fall Zones

98'-6"



# Mini Space Net





GXY916012  
Supernova Lime

COR23601101  
Large Play Net

Ex. 8' Tall Swing w/ Fall Zones

Ex. 10' Tall Swing w/ Fall Zones

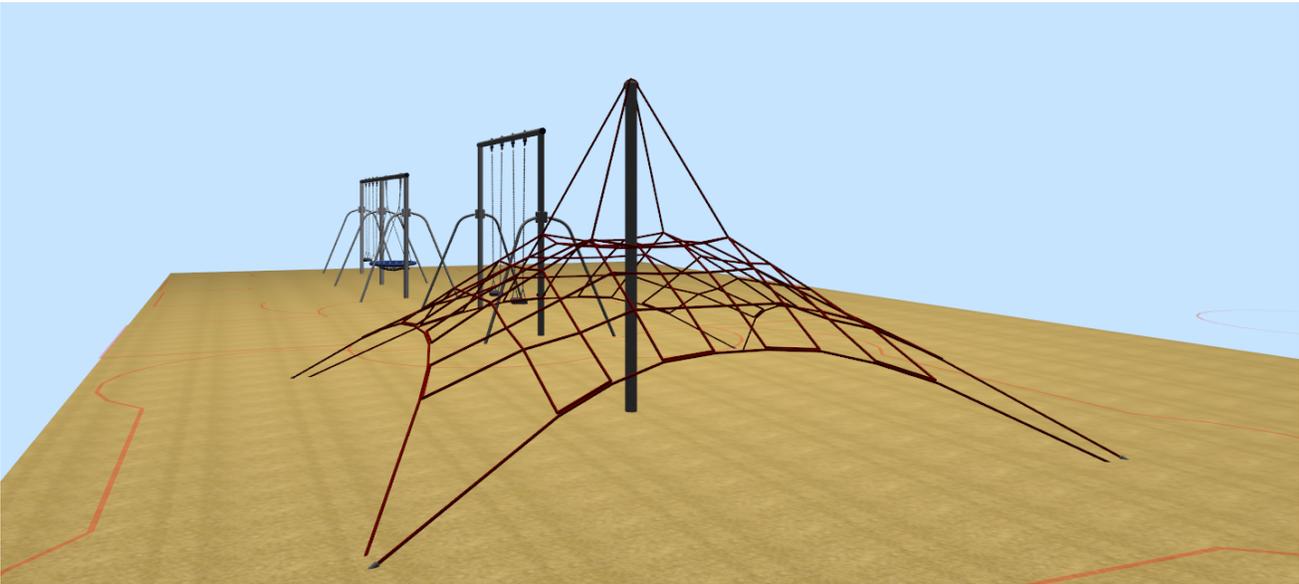
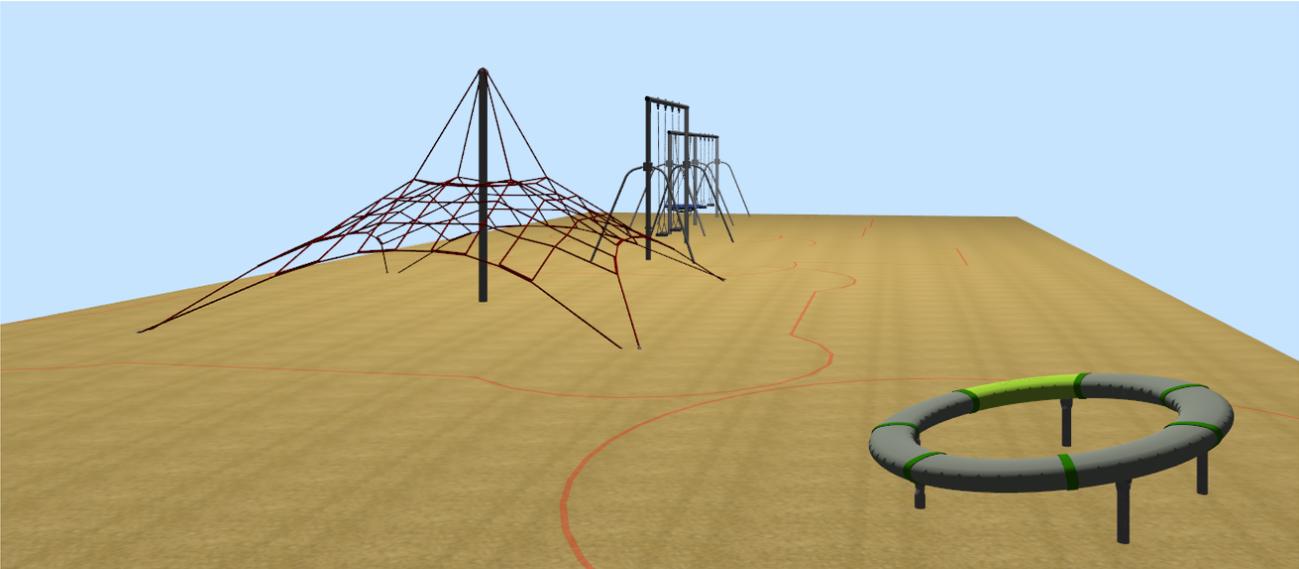
46'-6"

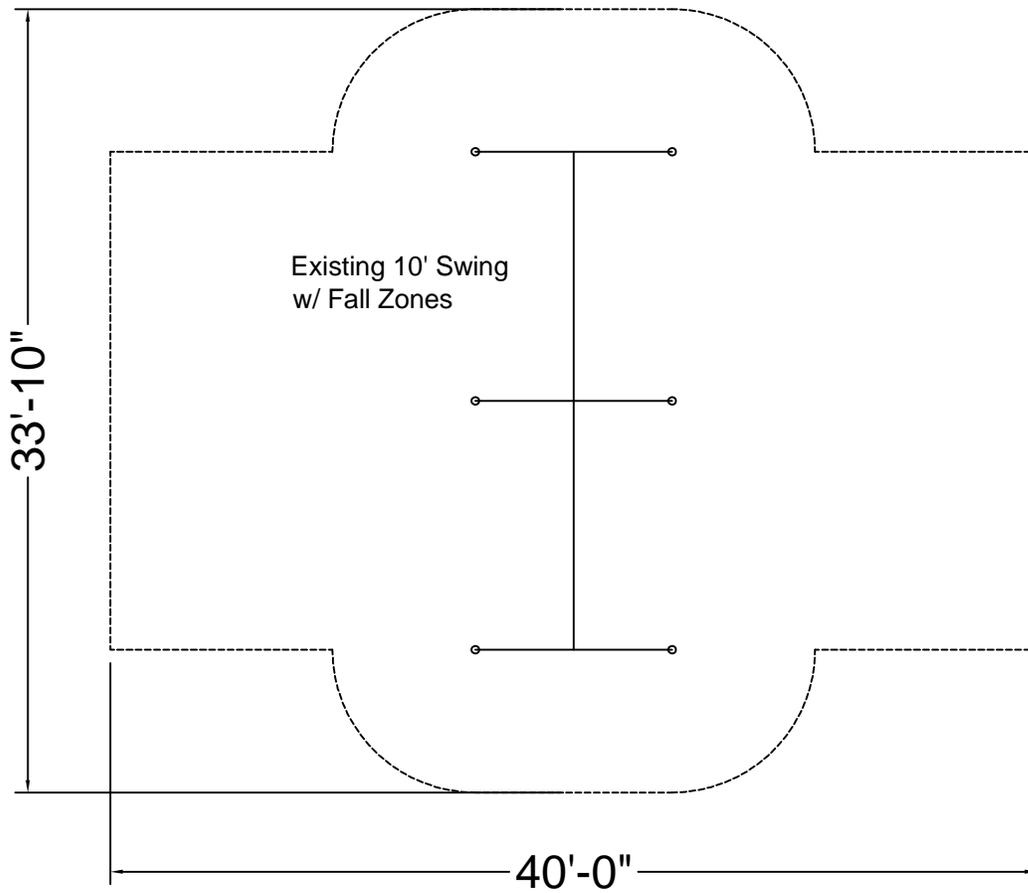
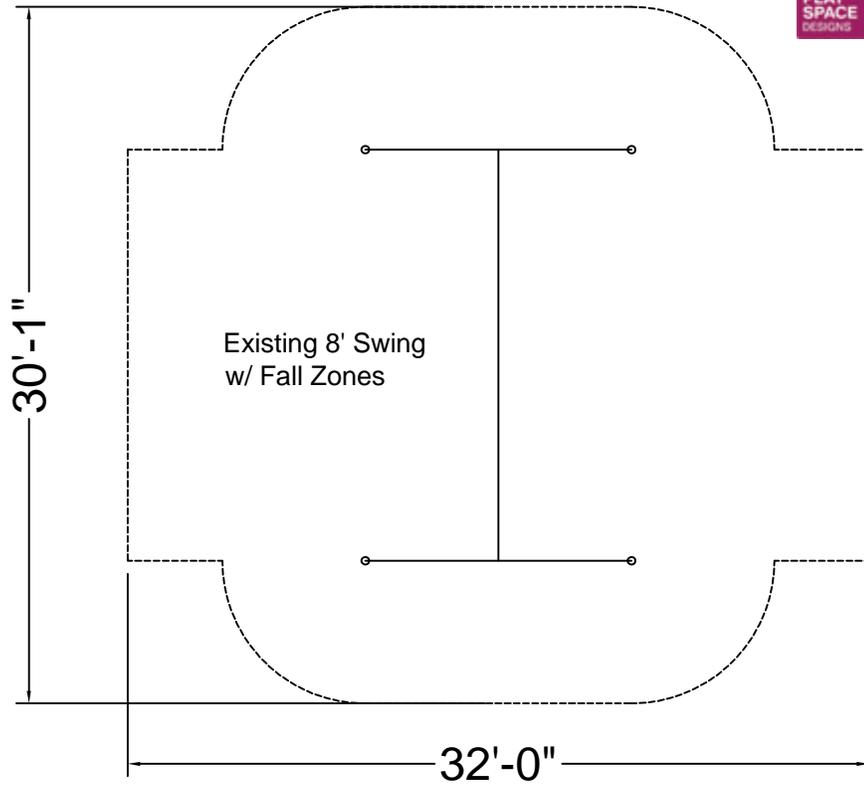
31'-8"

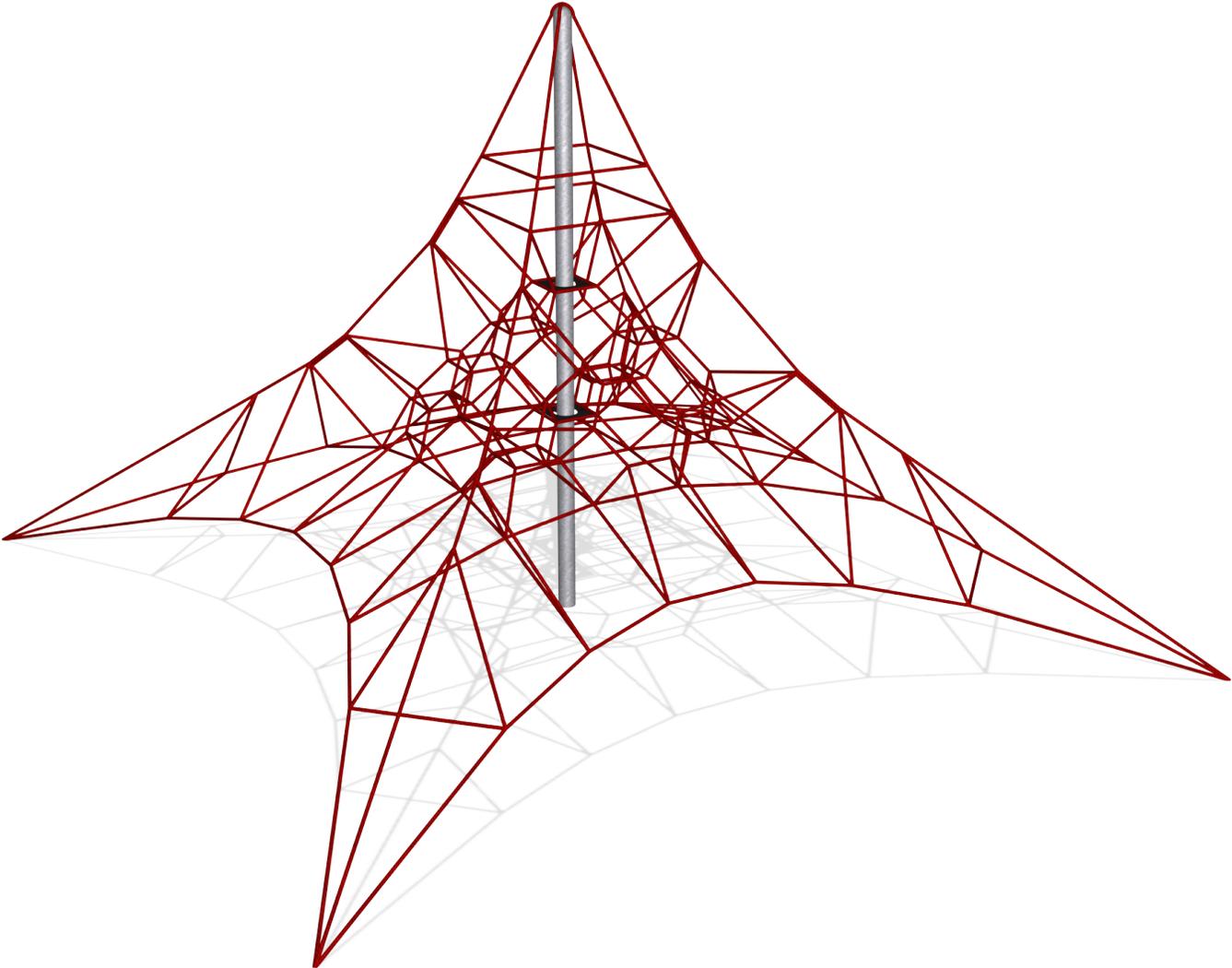
31'-8"

98'-6"

# Large Play Net









Best User Age: **5-12 years**

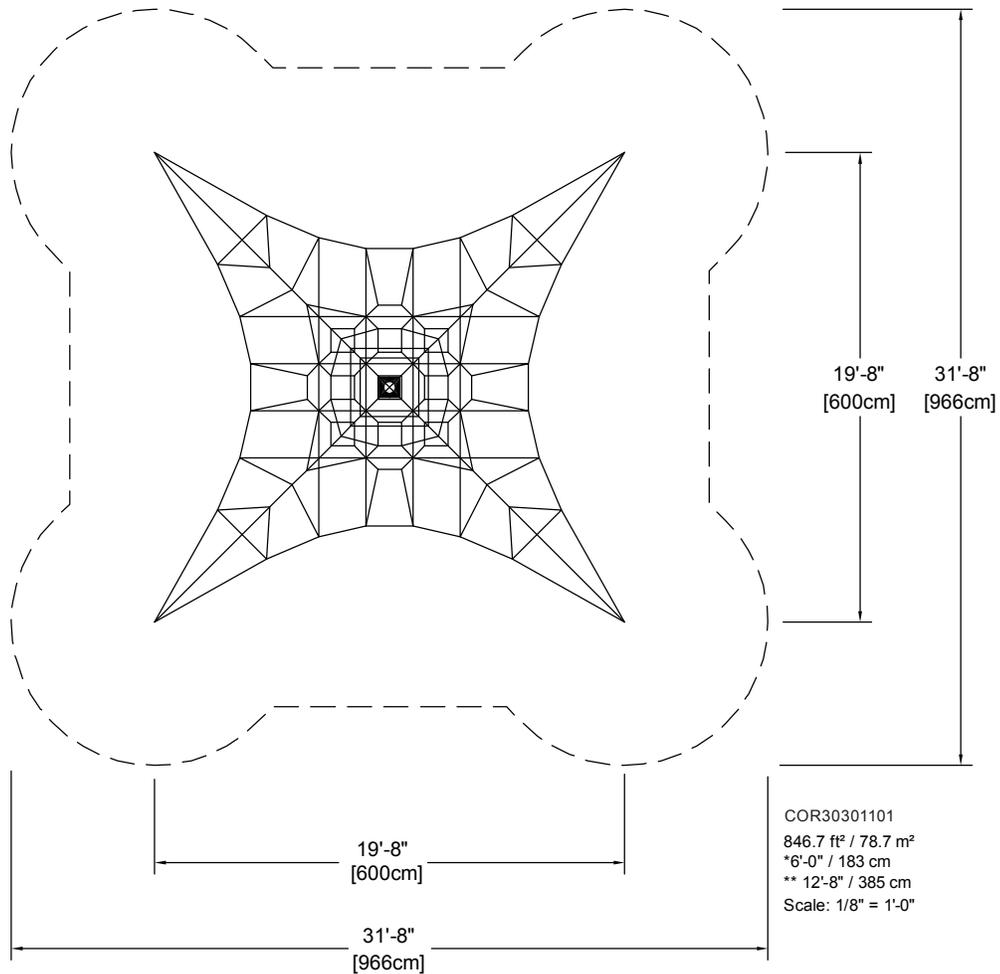
Footings: In-ground installation

Technical information available at [koman.com](http://koman.com)

ADA ANALYSIS	Elevated Activities	Ground Level Activities	Ground Level Play Types
Present	0	1	1
Accessible	0	1	1
Required	0	1	1



Available Cable Colors



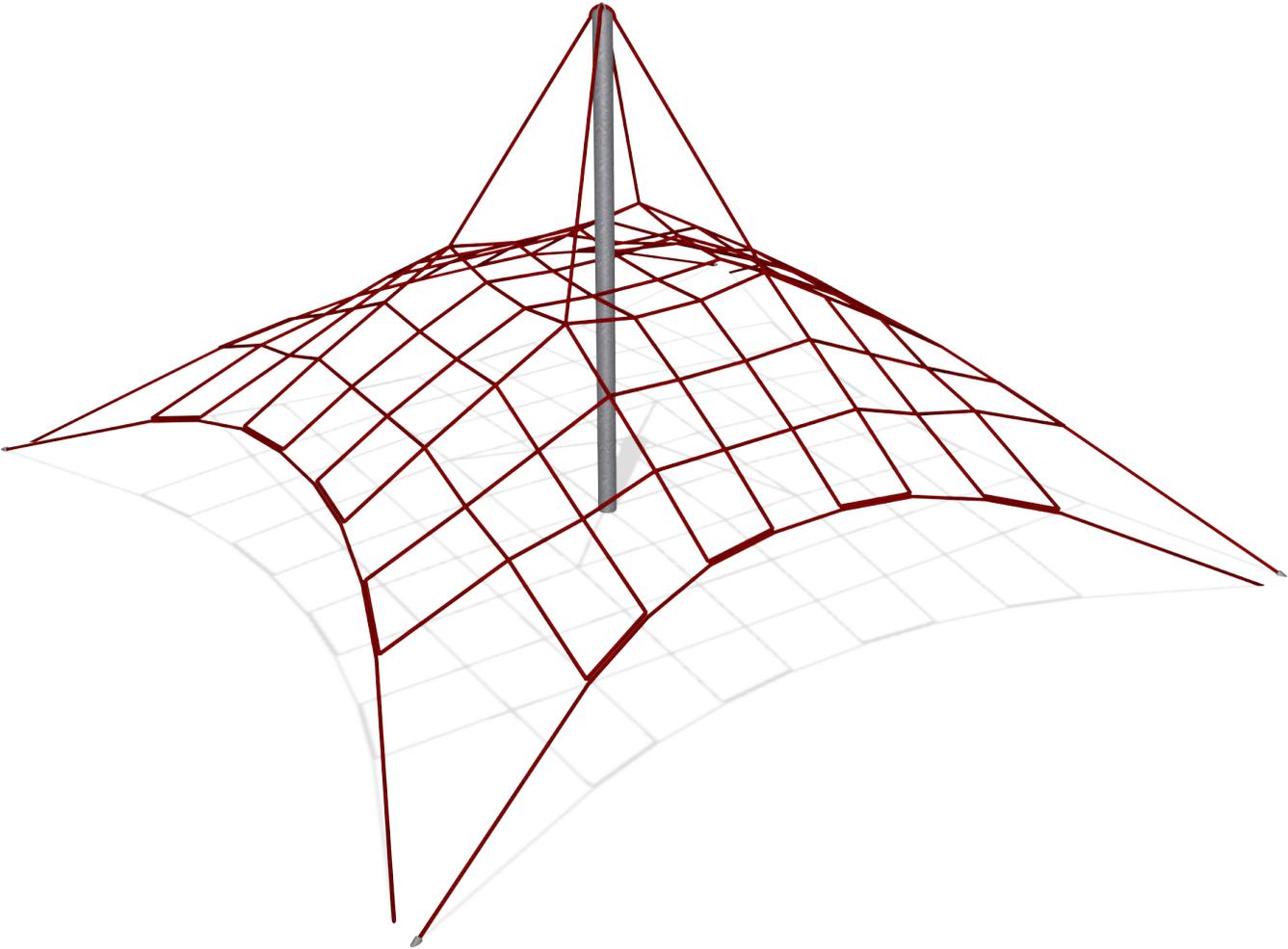
To verify product certification, visit [www.ipema.org](http://www.ipema.org)

- \* = Highest designated play surface.
- \*\* = Total height of product.
- \*\*\* = Total area of safety zone.

Highest designated play surface, space required and total area of safety zone are according to ASTM F1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.





Best User Age: **5-12 years**

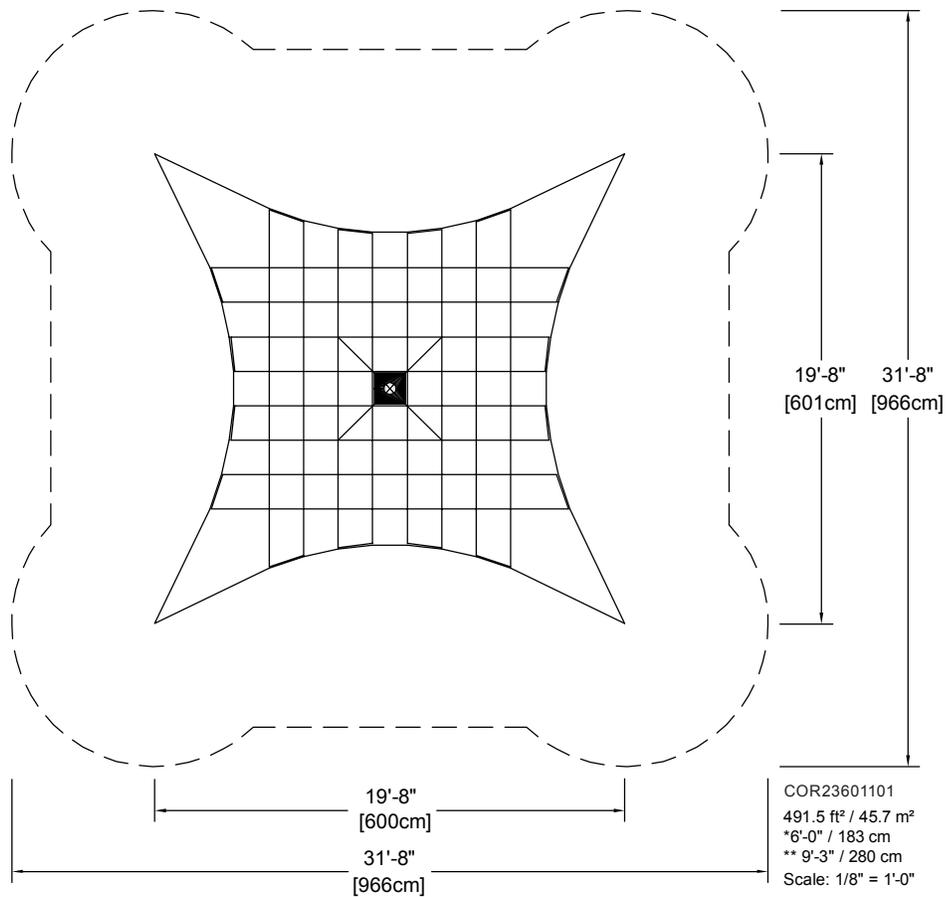
Footings: In-ground installation

Technical information available at [koman.com](http://koman.com)

ADA ANALYSIS	Elevated Activities	Ground Level Activities	Ground Level Play Types
Present	0	1	1
Accessible	0	1	1
Required	0	1	1



Available Cable Colors



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

- \* = Highest designated play surface.
- \*\* = Total height of product.
- \*\*\* = Total area of safety zone.

Highest designated play surface, space required and total area of safety zone are according to ASTM F1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.



Best User Age: **5+ years**

Footings: In-ground posts  
Surface installation also available

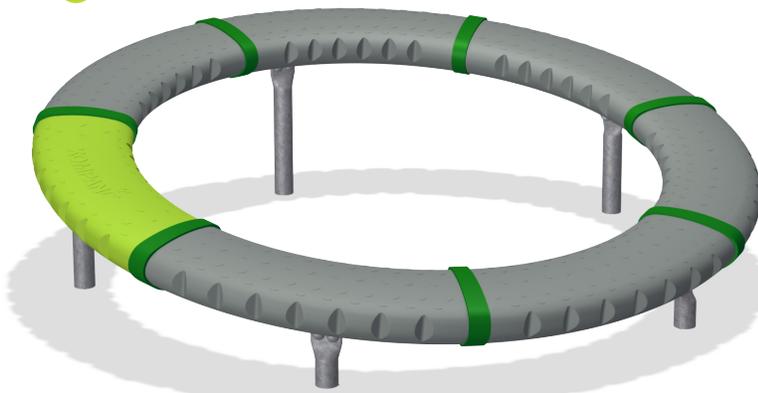
Technical information available at [koman.com](http://koman.com)

ADA ANALYSIS

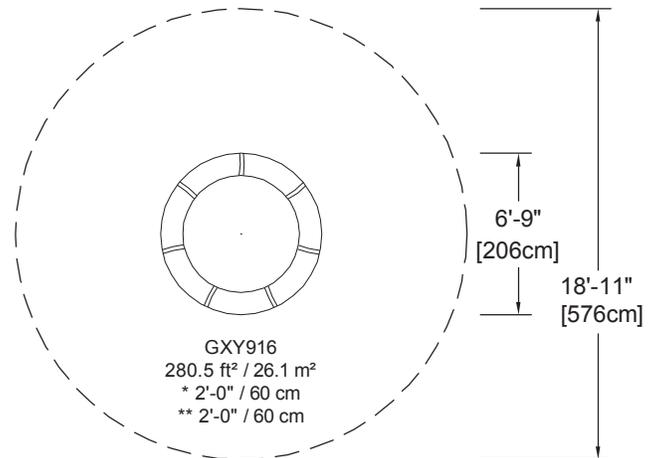
Elevated Activities: <b>0</b>	Accessible Elevated Activities	Accessible Ground Level Activities	Accessible Ground Level Play Types
Present	<b>0</b>	<b>1</b>	<b>1</b>
Required	<b>0</b>	<b>1</b>	<b>1</b>



● Green



● Blue



Scale: 1/8"=1'



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

\* = Highest designated play surface.  
\*\* = Total height of product.

Highest designated play surface and space required are according to ASTM F1487.

Equipment must be installed over resilient surfacing appropriate to the safety guidelines in your area.

Product development is an ongoing process. We reserve the right to make modifications on all our products. This product may not be mirrored, scaled or altered in any way. Safety zones must be retained for proper placement of equipment. If any changes are required, please contact your KOMPAN representative at 1.800.426.9788.



## CIVIC CENTER USE 2016

### 6 MONTHS (January - June 2016)

Date	Rental	Deposit	Renter
1/16/2016	\$ 60.00	\$ 200.00	Crookston
1/17/2016	\$ 40.00	\$ 200.00	Lebaron
2/22/2016	\$ 60.00	\$ 200.00	Crookston
3/25/2016	\$ 45.00	\$ 200.00	Rendon
4/16/2016	\$ 60.00	\$ 200.00	Crookston
4/28/2016	\$ 30.00	\$ 200.00	Millsap
5/5/2016	\$ 40.00	\$ 200.00	Stauffer
5/5/2016	\$ 30.00	\$ 200.00	Millsap
5/12/2016	\$ 30.00	\$ 200.00	Millsap
5/19/2016	\$ 30.00	\$ 200.00	Millsap
5/26/2016	\$ 30.00	\$ 200.00	Millsap
6/11/2016	\$ 60.00	\$ 200.00	Crookston

### 6 MONTHS (July - December 2016)

Date	Rental	Deposit	Renter
Aug-16	No charge	No Deposite	CFD - Williams
10/1/2016	\$ 40.00	\$ 200.00	Tolman
10/26/2016	\$ 40.00	\$ 200.00	Clark
12/3/2016	\$40.00	\$200.00	Rasmussen

**2016 Year Total** **\$635.00**

\* Crookston & Millsap no longer allowed/wanting to used the Civic Center

\*All Deposits were refunded

## CIVIC CENTER USE TO DATE (2017)

Scheduled Date	Rental	Deposit	Renter
2/22/2017	\$ 30.00	\$ 200.00	Byram

## Civic Center

The city made \$635 on the Civic Center last year. With \$390 of that coming from repeat users who are no longer allowed/wanting to use the facility. Which leaves \$245 from other users per year. The fire Department has been using an upstairs bedroom for the storage of fire equipment that should be stored in an area other than the “living quarters” as stated in NFPA 1851 section 7 (see below). We are currently violating NFPA 1851 section 7 paragraph 5. If we moved them into the apparatus bay we would also be in violation of NFPA 1851 Section 7 paragraph 7. It is the Fire Departments request that the Civic Center be given to the Fire Department for storage purposes in order to be NFPA compliant.

## **Section 7: Storage**

### 1. General Information

Proper storage of personal protective clothing extends its life, maintains its performance and reduces potential health risks. Improper storage can result in damage to the ensemble or ensemble element and can compromise the member’s safety. Certain conditions can result in deterioration of performance of the ensemble or element or create potential health hazards.

Ultraviolet (UV) light is a known cause of personal protective clothing degradation. Personal protective clothing must never be stored in direct sunlight. They should be stored to minimize exposure to all sources of UV light, including fluorescent light and other UV sources.

Storage of wet or moist personal protective clothing promotes the growth of mildew and bacteria, which can lead to skin irritation or more serious medical conditions and affect the strength of some materials.

Storage in extreme temperatures for prolonged periods of time will accelerate deterioration of ensemble and elements.

Soiled personal protective clothing can present a health risk to individuals who come into contact with it. Therefore, they should not be stored in personal living quarters and passenger compartments of vehicles. Furthermore, to prevent the spread of disease and cross contamination, soiled personal protective clothing should be segregated from other items of clothing and laundry.

Storage or transporting in compartments or trunks with sharp objects, tools or other equipment could damage ensembles and ensemble elements.

Storage in contact with hydraulic fluids, solvents, hydrocarbons, hydrocarbon vapors or other contaminants can cause material degradation, transfer toxins to individuals and reduce FR properties of personal protective clothing.

To be licensed by the State of Utah as an EMS agency we need to be compliant with all of State of Utah Department of Health Regulations R426. One of the last Major hurdles we have is hiring a Medical Director. Chief Tolman has interviewed 3 potential Candidates. Doctor Grace was determined to be the best fit for South Weber. She is an emergency medicine physician working at Davis and Ogden Regional hospitals. She has a background in EMS. She worked as a paramedic for Gold Cross in SLC for 9 years before attending medical school. Her EMS experience is somewhat diverse. She also volunteered with Spanish Fork Ambulance for a few years and started a first response group in a cabin community called Timberlakes, East of Heber City. She attended the Utah Fire and Rescue academy and completed many fire certifications and hazmat operations training. She still maintains her Utah paramedic certification. She is willing to be our medical director for \$2000 a year. Chief Tolman would like the Councils approval for the hiring of Doctor Summer Grace. See attached contract.

## **Emergency Medical Services Physician Medical Director Contract**

Agreement for Physician Medical Director for City of South Weber, Utah Emergency Medical Services Program This agreement, made and entered into on this the 1st day of March, 2017, by and between the City of South Weber Utah, hereinafter referred to as "CITY" and Dr. Summer Grace, D.O., hereinafter referred to as "Contractor".

**WHEREAS**, the State of Utah, requires "each licensed emergency medical service shall have a physician medical director"; and,

**WHEREAS**, CITY proposes to engage the Contractor to provide oversight and counsel in delivery of the emergency medical services (EMS) provided by South Weber City Fire Department personnel in basic life support situations and this agreement sets forth the responsibilities of CITY and Contractor in this service and the position of Medical Director. Position requirements will be re-evaluated annually.

**NOW, THEREFORE**, in consideration of the foregoing terms and conditions set forth, the parties agree as follows:

**Section 1.** CITY agrees to appoint the Contractor as Physician Medical Director of the South Weber City Fire Department in accordance with State of Utah Department of Health Regulations R426-15-401.

**Section 2.** The appointment of the Contractor shall be March 1, 2017 until February 28, 2020. This agreement may be extended for one year periods upon the review and mutual consent of CITY and Contractor through to February 29, 2020.

**Section 3.** CITY agrees to pay Contractor for services provided as Medical Director, and as an independent contractor with CITY, the sum of \$2000 per year Payable on or March 1<sup>st</sup> 2017 and each year on March 1<sup>st</sup> thereafter during the term of this agreement, as set forth above and commencing with the month of March, 2017 and terminating February 29, 2020, unless extended in accord with Section 2 above. Pay rate may be renegotiated annually.

**Section 4.** The Contractor, as Medical Director for South Weber City Fire Department, agrees to provide services to CITY as follows:

A. Review existing EMS protocols annually and develop and recommend new EMS protocols appropriate to the South Weber City Fire Department in accord with state law. Protocols are expected to meet current standards for service delivery and patient care, as well as any that might be implemented during the term of this Agreement, for the citizens of South Weber City, Utah and those for whom emergency medical services are provided.

B. Oversee quality of services provided and prepare reports and studies as necessary to accomplish required EMS in accord with state law.

C. Provide input to the Fire Department concerning purchases of equipment, supplies and vehicles.

D. Oversee ongoing continuing education program of City Emergency Medical Technicians and make recommendations regarding the same to the Medical Coordinator.

E. Provide counsel and training for EMS personnel as appropriate to meet new responsibilities of the South Weber City Fire Department as may from time to time be required, and as agreed to by the Medical Coordinator.

F. Meet quarterly, or as necessary, with EMS personnel to review protocols and present topical issues and current best practices.

G. Review records of service calls of EMS personnel to determine compliance with protocols, performance standards and regulations; recommend counseling and additional remedial training as necessary; and, recommend to the Medical Coordinator disciplinary action for failure to comply with protocols, performance standards and regulations as directed.

**Section 5.** Either party may terminate this agreement upon providing the other party with ninety (90) days advance written notice.

IN WITNESS, WHEREOF, the parties hereto have executed the foregoing agreement as indicated above.

South Weber Fire Chief (Derek Tolman) _____	South Weber City Mayor (Tamera Long) _____
South Weber City Manager (Tom Smith) _____	Medical Director (Summer Grace, D.O.) _____

# RESOLUTION 16-23

## INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND SOUTH WEBER CITY FOR ANIMAL CONTROL SERVICES

**WHEREAS**, South Weber City desires to provide animal care and control services to its residents, and South Weber City Code 5.02.020 specifies that animal ownership and control will be in accordance with the Davis County animal control ordinance; and

**WHEREAS**, Davis County Animal Care & Control provides animal care and control services and is willing and able to provide said services to the City; and

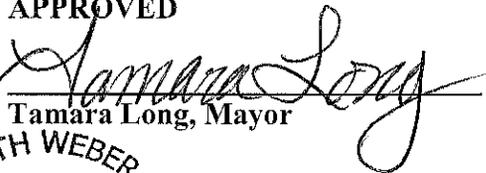
**WHEREAS**, the Agreement provides that the compensation paid by the City to the County shall be reviewed annually; and

**WHEREAS**, the City Council has reviewed the provisions of the agreement;

**BE IT THEREFORE RESOLVED**, by the City Council of South Weber City that the attached Inter-local Cooperation Agreement between Davis County and South Weber City for Animal Control Services be approved.

**PASSED AND RESOLVED** by the City Council of South Weber this 12<sup>th</sup> day of July, 2016.

APPROVED

  
Tamara Long, Mayor

Attest:

  
Elyse Greiner, City Recorder



Roll call vote was as follows:

Mr. Taylor	<input checked="" type="radio"/>	no
Mr. Hyer	<input checked="" type="radio"/>	no
Mrs. Sjoblom	<input checked="" type="radio"/>	no
Mr. Casas	<input checked="" type="radio"/>	no
Ms. Poore	<input checked="" type="radio"/>	no

## INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Interlocal Cooperation Agreement for Animal Services (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and South Weber City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

### **Recitals**

A. WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through its Animal Care and Control Department (the "Department"), provides animal care and control services within the limits of Davis County;

C. WHEREAS, the County owns, operates, and maintains the Davis County Animal Shelter located at 1422 East 600 North, Fruit Heights, Utah (the "Shelter");

D. WHEREAS, the City desires to benefit from the Shelter and the County's animal care and control services as specified in this Agreement; and

E. WHEREAS, the County desires to permit the City to benefit from the Shelter and the County's animal care and control services as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

a. *General Services.* The County shall, and the City authorizes the County to, provide the following general services on behalf of the City and within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise:

- 1) Enforce the City's animal control ordinance;
- 2) Issue notices of violation of the City's animal control ordinance;
- 3) Issue citations for violations of the City's animal control ordinance;
- 4) Collect fees and costs pursuant to the City's animal control ordinance;
- 5) Issue and/or sell dog licenses;
- 6) Manage a dog license program;
- 7) Provide regular animal control patrol coverage between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 8) Respond to non-emergency calls, requests, and/or complaints between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 9) Respond, generally within thirty minutes (subject to availability and location of personnel), to emergency calls, requests, and/or complaints involving animals twenty-four hours a day, seven days a week, three hundred sixty-five days a year, subject to the Department's emergency call-out criteria and protocol;
- 10) Enforce all applicable laws, ordinances, rules, regulations, or otherwise relating to animal care and control services;
- 11) Impound animals when necessary and/or advisable, including, but not limited to, in accordance with the provisions of Title 6, Chapter 6.20, *Davis County Code* (as amended);

12) Pick up and dispose of dead domestic animals, excluding livestock and large wildlife;

13) Investigate all incidents involving actual or purported animal bites or rabies; and

14) Seek and, subject to approval by the City, receive the assistance and cooperation of the City's law enforcement officers while providing or performing the services described herein.

b. *Wildlife Services.* The County shall, and the City authorizes the County to, pick up and euthanize wild nuisance animals, such as raccoons and skunks, trapped within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

c. *Shelter Services.* The County shall, and the City authorizes the County to, operate and maintain the Shelter and provide temporary shelter and board for and hold and dispose of all stray or unwanted animals impounded within the City's limits and in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

2. Procedures and Prosecution. The County shall implement the following procedures in the administration and enforcement of the City's comprehensive animal control ordinance:

a. The County shall furnish all necessary receipt books and dog/cat tags for the City;

b. Receipts for dog licenses sold by County employees shall be issued by those County employees;

c. All fees and funds collected by County employees shall be immediately provided to the Department pursuant to Department policy, and the Department shall forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy; and

d. Notices, citations or complaints for the violation of the City's comprehensive animal control ordinance shall be issued so that the person charged shall be required to appear before the appropriate court.

The prosecution of any citations or charges for the violation of the City's comprehensive animal control ordinance shall be the City's responsibility; not the County's responsibility. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

3. Funding for the Department and the Shelter. The Department and the Shelter shall be funded by:

a. The County from its general fund;

b. The compensation and cost reimbursements by the City, and all other participating Davis County cities or other entities, to the County;

c. The capital projects fund regarding the Shelter;

d. The fines, fees, costs, or otherwise collected under this Agreement; and

e. Donations made specifically for the benefit of the Department or the Shelter.

4. Compensation and Costs.

a. The City's calendar year obligation to the County, excluding calls for wild nuisance animal pick up and/or euthanization and the capital projects fund regarding the Shelter, is calculated based upon the following:

1) The combined obligation of all of the cities and/or entities within Davis County that receive animal care and control services from the County, excluding Hill Air Force Base (collectively, the "Combined Cities"), shall be 50% of the projected calendar year expenditures by Davis County for the Department for the applicable calendar year less the projected calendar year revenues by Davis County for the Department arising from licenses, shelter fees, surgical fees, wildlife fees and donations; and

2) The City's specific portion of the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above.

The City's annual calendar year obligation to the County for this subsection shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsections 4.a.1) and 4.a.2) above.

b. The County shall be obligated to satisfy the shortfall between the actual amounts expended by the Department for each calendar year and all of the actual revenues for each calendar year. For example, if the Department's budget for a particular calendar year is \$1,900,000, but the actual amounts expended by the Department for the particular calendar year are \$2,000,000, and the projected revenues for the particular calendar year, including, but not limited to, the revenues generated from the Combined Cities, were \$1,000,000, but the actual revenues for the particular calendar year were \$900,000, then the County's obligation regarding the shortfall for the particular calendar year would equal \$1,100,000 ( $2,000,000 - \$900,000 = \$1,100,000$ ), which is an increased obligation to the County of \$200,000, without any further obligation to any of the Combined Cities.

c. The City's calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services, as more fully described in Subsection 1.b. of this Agreement, is calculated based upon the City's total number of wild nuisance animal pick up and/or euthanization calls or services for the calendar year immediately prior multiplied by \$25.75 per call.

The City's annual calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services shall be as set forth in Exhibit A, attached hereto and incorporated herein by this referenced, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 4.c. above.

5. Capital Projects Fund Regarding the Shelter.

a. The amount of the capital projects fund regarding the Shelter shall be \$562,000.00, which shall be funded 50% by the Combined Cities and 50% by the County. For each calendar year of this Agreement, the Combined Cities and the County shall each pay 20% of their total obligation so that by year five of this Agreement, the capital projects fund regarding the Shelter will be fully funded for the applicable five year period of this Agreement.

b. The City's specific portion of the Combined Cities' 50% obligation, pursuant to Subsection 5.a. directly above, shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the Combined Cities' 50% obligation, pursuant to Subsection 4.a. above.

The City's annual calendar year obligation to the County for this Section shall be set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 5.a. and 5.b. above.

6. Funds Received by the City. Any funds paid to, collected by, or received by the City for dog licenses, animal fines and/or fees, and/or animal care and control services, excluding any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County, together with a descriptive record of such funds, within thirty calendar days of receipt of such funds.

7. Budget Advisory Committee. Within three months of the Effective Date (defined below) of this Agreement, a budget advisory committee, consisting of two representatives designated by the County and two City Managers recommended by the City Managers from the Combined Cities, shall be established for the purpose of advising on issues and matters relevant to the Department, including, but not limited to, the Department's budget proposals, capital requests, personnel requests, fee structure, and fine structure. This budget advisory committee shall function solely in an advisory capacity and shall have no binding authority regarding the County's decisions on budget, personnel, or otherwise.

8. Biennial Fee/Fine Survey. The County, through the Department, shall perform a fee/fine survey relevant to the Department on a biennial basis.

9. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

10. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate on December 31, 2020 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

11. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

12. Records. The County, through the Department, shall maintain books and records of the animal care and control services provided to the City under this Agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times. All records created, received, or held by the County, through the Department, shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, codified at Title 63G, Chapter 2, *Utah Code Annotated*.

13. Reports. The County, through the Department, shall report to the City, on a quarterly basis, the animal care and control activities and services provided and performed under this Agreement.

14. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> South Weber City Attention: City Manager 1600 E South Weber Drive South Weber, UT 84405	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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15. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

16. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection

with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

17. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

18. No Separate Legal Entity. No separate legal entity is created by this Agreement.

19. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

20. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

21. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

22. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

23. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

24. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

25. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

26. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

27. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

28. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

29. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

30. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

31. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

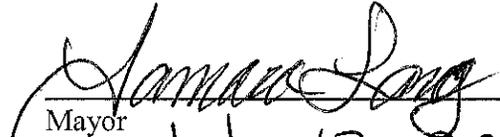
32. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

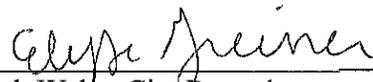
[Signature Pages Follow]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

SOUTH WEBER CITY

  
\_\_\_\_\_  
Mayor  
Dated: July 12, 2016

ATTEST:

  
\_\_\_\_\_  
South Weber City Recorder  
Dated: July 12, 2016

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
South Weber City Attorney  
Dated: July 12, 2016

DAVIS COUNTY

\_\_\_\_\_  
Chair, Davis County Board of Commissioners  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Davis County Clerk/Auditor  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Davis County Attorney's Office, Civil Division  
Dated: \_\_\_\_\_

# EXHIBIT A

The City's 2016 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

Title/Category	Subtitle/Subcategory	Amount
Budgeted 2016 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,474,056
	Operating:	\$307,165
	Capital Equipment:	\$44,217
	Allocations:	+ \$69,811
	Total Expenditures:	\$1,895,237
Projected 2016 Revenues of Davis County Animal Care and Control:	Licenses	\$220,000
	Shelter Fees	\$190,000
	Surgical Fees	\$45,000
	Wildlife Fees	\$50,393
	Donations	+ \$11,500
	Total Revenues:	\$516,893
Projected 2016 Expenditures Less Projected 2016 Revenues:		\$1,895,237
		- \$516,893
		\$1,378,345
Combined Cities' 50% Obligation:		\$1,378,345
		x 0.50
		\$689,172
Average of the City's Total Billable Calls for 2014 and 2015:		195
Average of Combined Cities' Total Billable Calls for 2014 and 2015:		11,543
The City's 2015 Usage Rate:		195/ 11,543 1.69%
The City's 2016 Calendar Year Obligation to the County:		\$11,647.01

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

Title/Category	Frequency/Amount
The City's Wildlife Calls for 2015	38
Cost to City for Each Wildlife Call in 2015	\$25.75
The City's 2016 Calendar Year Obligation to County for Wildlife Calls	\$978.50

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County  
for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	1.69%
The City's 2016 Calendar Year Obligation to the County:	\$949.78

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES**

This Amendment No. 1 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 1”) is made and entered into as of January 1, 2017, by and between Davis County, a political subdivision of the state of Utah (the “County”), and South Weber City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

**RECITALS**

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-324 (the “Agreement”); and
- B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

**EXHIBIT A**

The City’s 2017 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2017 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,630,576
	Operating:	\$316,581
	Capital Equipment:	\$42,900
	Allocations:	+ 105,490
	Total Expenditures:	\$2,095,547
Projected 2017 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$190,000
	Surgical Fees:	\$45,000
	Wildlife Fees:	\$37,929
	Donations:	+ \$11,500
	Total Revenues:	\$504,429
Projected 2017 Expenditures Less Projected 2017 Revenues:		\$2,095,547
		- \$504,429
		\$1,591,118
Combined Cities’ 50% Obligation:		\$1,591,118
		x 0.50
		\$795,559
Average of the City’s Total Billable Calls for 2015 and 2016:		202
Average of Combined Cities’ Total Billable Calls for 2015 and 2016:		10,604
The City’s 2016 Usage Rate:		202/ 10,604 1.9050%

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
The City's 2017 Calendar Year Obligation to the County:		\$15,155.40

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for  
wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2016:	36
Cost to City for Each Wildlife Call in 2016:	\$25.75
The City's 2017 Calendar Year Obligation to County for Wildlife Calls:	\$927.00

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for  
the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2017 Obligation of the Combined Cities:	\$56,200.00
The City's 2016 Usage Rate:	1.9050%
The City's 2017 Calendar Year Obligation to the County:	\$1,070.61

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p>  <p>By: _____ Chair, Board of Davis County Commissioners Date: _____</p> <p>ATTEST:</p>  _____ Davis County Clerk/Auditor Date: _____ <p>APPROVED AS TO FORM AND LEGALITY:</p>  _____ Davis County Attorney's Office Date: _____	<p>SOUTH WEBER CITY</p>  <p>By: _____ Mayor Date: _____</p> <p>ATTEST:</p>  _____ City Recorder Date: _____ <p>APPROVED AS TO FORM AND LEGALITY:</p>  _____ City Attorney Date: _____
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## **City A:**

\*\*\*All new hires are subject to a background check and drug testing upon an offer of employment. If issues arise, employment is subject to termination.\*\*\*

## **City B:**

C. Physical Examination, Alcohol Screening and Background Check – As part of the City’s employment procedures, applicants required to perform heavy physical labor are required to undergo a physical examination. Any offer of employment that an applicant receives from the City is contingent upon, among other things, satisfactory completion of examinations and a determination by the City and its examining physicians that the applicant is capable of performing the responsibilities of the position that has been offered. Questions about the City required medical examinations should be directed to the City Personnel Officer or designee.

Applicants are required to undergo a pre-employment alcohol and drug screening that is conducted by an agency designated by the City.

The successful applicant must also successfully complete a B.C.I background check. “B.C.I.” means an original or copy, dated no older than 180 days prior to the date of the Application, of either: (1) a Utah Department of Public Safety Bureau of Criminal Identification verified criminal history report personal to the Applicant or equivalent report prepared by the corresponding public safety agency of the Applicant’s state of residence if the Applicant is not a Utah resident; or (2) verification by the Utah Department of Public Safety Bureau of Criminal Identification that no criminal history rising to the level of a Disqualifying Status exists for the Applicant or equivalent report prepared by the corresponding public safety agency of the Applicant’s state of residence if the Applicant is not a Utah resident. The applicant’s B.C.I. background report must not show any “Disqualifying Status.” “Disqualifying Status” means anything specifically requiring rejection of the applicant, including, but not limited to:

1. The applicant has been Criminally Convicted of: (i) felony homicide, (ii) physically abusing, sexually abusing, or exploiting a minor, (iii) the sale or distribution of controlled substances, or (iv) sexual assault of any kind.
2. Criminal charges currently pending against the applicant for: (i) felony homicide, (ii) physically abusing, sexually abusing, or exploiting a minor, (iii) the sale or distribution of controlled substances, or (iv) sexual assault of any kind.
3. The applicant has been Criminally Convicted of a felony with the last ten (10) years;
4. The applicant has been incarcerated in a federal or state prison within the past five (5) years;
5. The applicant has been Criminally Convicted of a misdemeanor within the past five (5) years involving a crime of: (i) moral turpitude, or (ii) violent or aggravated conduct involving persons or property.

6. The applicant is currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device.
7. The applicant has an outstanding arrest warrant from any jurisdiction; or
8. The applicant is currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction.

### **City C:**

#### 3. SELECTION.

A. Nepotism. It is the policy of the City to comply with the provisions of Utah's Anti-Nepotism Act, Utah Code 52-3-1.

B. Employment of Minors. It is the policy of the City that no one under the age of sixteen (16) shall be hired for any position.

C. Rehires. Applications received from former employees will be processed using the same procedures and standards that govern all other non-employee applications. The City Manager, or designee, will review the former employee's personnel records and the circumstances surrounding termination of previous employment with the City.

(1) Former employees who have been terminated for cause, or who voluntarily resign while facing disciplinary action, are not eligible for rehire.

(2) Applicants who are rehired shall be required to serve a probationary period.

D. Applications. All interested applicants shall complete an application (see Sample # 6 for details).

(1) All applications and resumes received for the position opening will be forwarded to the City Manager, or designee. Upon receipt, each application and resume will be marked with the date it was received and placed in an applicant's file for at least one (1) year.

(2) Applications shall be signed by the applicant and the truth of all information contained therein shall be certified by the applicant's signature. The applicant shall provide a copy of required certified educational transcripts either with the application or upon hire.

E. Tests. Applicants may be required to take tests which the City deems necessary for a specific position. Applicants for certain positions may require skills for which a known level of competence must exist such as mathematics or timed typing tests. When the City uses ability tests, Santa Clara shall make reasonable accommodations for disabled applicants.

F. Applicant Disqualification. An application may be rejected for, but not limited to, the following reasons. When the Applicant:

- (1) Does not meet minimum qualifications established for the position.
- (2) Is physically or mentally unable to perform the essential duties and responsibilities of the position with, or without, reasonable accommodation(s) (determined only after a conditional offer of employment, pending the results of a medical examination, has been extended to an applicant).
- (3) Has falsified a material fact or failed to complete the application.
- (4) Has failed to timely file the application.
- (5) Has an unsatisfactory employment history or poor work references.
- (6) Has failed to attain a passing score, if an examination is required.

G. Interviewing.

- (1) The City Manager, or designee, will select applicants to interview from those who have passed the preliminary screening test applications. Position related duties and qualifications will provide the basis for initial screening of applicants. During the interview, all applicants should be advised that any and all of the information provided will be verified.
- (2) Individuals conducting interviews shall only ask questions that pertain to the position. The Pre-Employment Inquiry Guide (see Sample # 7 for details) should be reviewed by the interviewer before the interview begins. In addition, during the interview each interviewer completes an Interview Guide (see Sample # 8 for details) which is consistent with Santa Clara City's Equal Employment Opportunity policy.
- (3) Department Heads shall be appointed by the City Manager with the advice and consent of the Mayor & City Council.

H. Reference Checks. In order to facilitate references checks, written permission shall be obtained from the applicant using the Applicant's Consent to Release Information Form (see Sample # 9 for details). The City may contact the references for each applicant and ask position-related questions, which include similar questions for each applicant checked; using the City's Telephone and Written Reference Check Questionnaires (see Samples # 10 and 11 for details).

4. PLACEMENT.

A. Position Offers. After an applicant is approved for hire, the City Manager shall notify the successful applicant of their conditional selection through a written Position Offer Letter (see Sample # 12 for details). The written conditional Position Offer Letter shall clearly state the

position description, salary conditions, and any provisional conditions of employment (i.e., successfully passing drug/alcohol tests). Additionally, the written conditional Position Offer Letter shall clearly state that the offer is not accepted until the candidate signs the written conditional Position Offer Letter and returns it to the City by the requested date. The original Position Offer Letter is then filed in the employees file and a copy is given to the new employee during orientation. Written conditional Position Offer Letters should also include the following:

- (1) A clear statement of the position description.
- (2) The employees starting salary. Starting salary offers for exempt positions shall be figured for a specified period, such as a two (2) week period. Starting salary offers for non-exempt positions shall be figured at an hourly wage.
- (3) The employee's position title.
- (4) The employee's supervisor.
- (5) Any relocation commitments, if applicable.
- (6) Santa Clara City's at-will employment policy.
- (7) The employee's starting date.
- (8) The length of the employee's probationary period.
- (9) Notice that employment is contingent upon passing a background examination, drug tests, medical/physical examinations, etc. At the discretion of the City Manager and/or Mayor, credit checks will be performed (e.g. department heads and those who handle city funds).

Where credit checks are used, a written release shall be obtained from the Applicant, approving obtaining the credit check, and releasing the City from liability for obtaining the credit check, or using its results in making an employment determination.

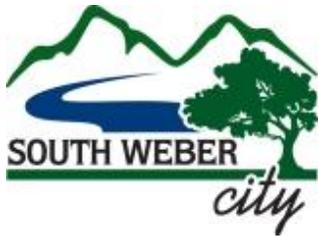
### **City D:**

#### **4. PLACEMENT.**

A. Job Offers. After a job applicant has been selected, Human Resources shall notify the successful job applicant of their conditional selection through a written Job Offer Letter. The written conditional Job Offer Letter shall clearly state the job description, salary conditions, any provisional conditions of employment (i.e., successfully passing drug/alcohol tests, background checks, driving record checks, and physical examinations), full time, part time, temporary, summer employee, and term of probation. Additionally, the written conditional Job Offer Letter shall clearly state that the offer is not accepted until the candidate signs the written conditional Job Offer Letter and returns it to Herriman by the requested date. The original Job Offer Letter is then filed in the employee's file and a copy is given to the new employee during orientation. Written conditional Job Offer Letters should also include the following:

- (1) A clear statement of the job description.

- (2) The employee's starting salary. Starting salary offers for exempt positions shall be figured for a specified period, such as a two (2) week period. Starting wage offers for nonexempt positions shall be figured at an hourly wage.
- (3) The employee's job title.
- (4) The employee's supervisor.
- (5) Any relocation commitments, if applicable.
- (6) Herriman's at-will employment policy.
- (7) The employee's starting date.
- (8) The length of the employee's probationary period.
- (9) Notice that employment is contingent upon passing a background examination, drug tests, medical/physical examinations, etc.
- (10) Full-time, part-time, temporary, summer employee, and term of probation.



## **Background Information**

The town of South Weber was originally incorporated in 1938 and on March 16, 1971 it became a Third Class City. South Weber City is located in northeast Davis County at the mouth of Weber Canyon, bounded by the Weber River on the north and Layton City on the south. US Highway 89 and Interstate 84 are the two major transportation corridors that pass through the City. The 2010 census determined a population of 6,051 persons.

South Weber operates under a council-manager form of government, with an elected Mayor and five Council Members. The day-to-day operations and the majority of executive authorities are delegated to a City Manager, who works hand-in-hand with the Mayor to ensure all city operations are well-run. City operations include a municipal court, water, streets, storm water, sanitary sewer, snow removal, community development, parks and recreation programming, and a volunteer Fire Department. South Weber contracts for garbage services, animal control services, and law enforcement services.

## **Specific Community Hazards**

- **Earthquake.** South Weber’s proximity to the mountains and the Wasatch Fault puts it at high risk of earthquake damage.
- **Wildland Fire.** The southern and eastern city boundaries are located on the foothills, and are subject to increased risk of wildland fires.
- **Dam failure.** The City is at the mouth of Weber Canyon which contains several dams including, Echo, Rockport and East Canyon.
- **Flooding.** South Weber’s northern boundary is located along the Weber River.
- **High Winds.** South Weber is at the mouth of Weber Canyon, which produces consistent high winds.

## **Critical Facilities and Infrastructure**

<b>FACILITY</b>	<b>HAZARD/RISK</b>	<b>MITIGATION</b>
Water Tanks	No culinary water	Shut off valve(s)
Pump Stations	No culinary water	Back-up generator
Major sewer trunk lines	Backup/flooding/health	
Culinary water well	No culinary water	Back-up generator

Sewer lift station (serves 4 homes)	Backup/flooding/health	

**City Buildings and Facilities**

<b>FACILITY</b>	<b>HAZARD/RISK</b>	<b>MITIGATION</b>
City Offices	Loss of vital city records; communication; vehicles; day to day functions	TBD
Public Works Building	Loss/damage to response equipment/supplies/materials	TBD
Fire Station	Loss/damage to response equipment	TBD
IT Network and Server	Loss of communications	Enhance security
EOC	Loss of operability for EOC	TBD
Main Generator for City Office	Loss of power for critical operations	TBD
Family Activity Center	Loss of day to day functions	TBD

**Stormwater Infrastructure**

Detention basins	Flooding	Dredge & de-silt/ clean outlet control structures

**Main Arterial Roads**

	<b>HAZARD/RISK</b>	<b>MITIGATION</b>
South Weber Dr.	Destruction, evacuation and response concerns	Redundancy in connecting street network
Interstate 84/ U.S. 89	Destruction, evacuation and response concerns	Redundancy in connecting street network
475 East	Destruction, evacuation and response concerns	Redundancy in connecting street network
1900 East	Destruction, evacuation and response concerns	Redundancy in connecting street network
2100 East	Destruction, evacuation and response concerns	Redundancy in connecting street network
Deer Run Drive	Destruction, evacuation and response concerns	Redundancy in connecting street network

## **Mitigation Strategies Implemented since the 2009 Plan**

South Weber City is updating the City Emergency Operations Plan (EOP).  
Replaced old cast iron and led-joint pipe in water system.

## **Planned Mitigation Strategies**

Identify the most productive use of funding to implement the highest number of projects.

### **Dam Failure**

**Problem Identification:** If the East Canyon Dam were to break, it may cause flooding in South Weber. The dam is located approximately 28 miles upstream as a feeder into the Weber River. The likelihood that flood waters would overtop the existing banks of the river by the time it reached South Weber is very low. However, the mitigation is the same as for Flooding below because the source of the flooding in both scenarios is the Weber River.

**Objective (Priority MEDIUM):** Prevent flooding along the south side of I-84 (in the lower lying areas) from the Stake & Parson Companies Gravel Pit west until the Riverdale City boundary.

**Action:** Build a berm around the Staker & Parsons Co. gravel pit at an elevation higher than the banks of the river adjacent to the Weber River in that area.

**Time Frame:** Unknown, depending on funding

**Funding:** City, State, Federal grant, possibly private collaboration

**Estimated Cost:** \$300,000 to \$600,000

**Staff:** City Engineer, Public Works, Private Contractor

**Jurisdiction:** South Weber

### **Flooding**

**Problem Identification:** If the south bank of the Weber River were to rupture at a location adjacent to the Staker & Parson Companies Gravel Pit, it would fill the pit with water. Once the pit was full, the river would flow out of the pit area and run along the south side of I-84 rather than back into the existing river channel. This is due to the elevation of the river channel being higher than the lowest elevations around the pit at that location. The flood waters would run in the lowest lying areas along I-84 (which is higher in elevation than the adjacent property on the south) until it got to Riverdale City and/or a location where it would run back into the existing river channel. This scenario could happen due to an earthquake or high flood waters in the river itself which exceeded the river bank at that location.

**Objective (Priority HIGH):** Prevent flooding along the south side of I-84 (in the lower lying areas) from the Stake & Parson Companies Gravel Pit west until the Riverdale City boundary.

**Action:** Build a berm around the Staker & Parsons Co. gravel pit at an elevation higher than the banks of the river adjacent to the Weber River in that area.

**Time Frame:** Unknown, depending on funding

**Funding:** City, State, Federal grants, possibly private collaboration

**Estimated Cost:** \$300,000 to \$600,000

**Staff:** City Engineer, Public Works, Private Contractor

**Jurisdiction:** South Weber

## **Earthquake**

**Problem Identification:** South Weber's proximity to the mountains and the Wasatch Fault puts it at high risk of earthquake damage. The amount of damage, and what infrastructure or facilities would be damaged would depend on the magnitude of the earthquake. As mentioned, there is some potential for flooding from the Weber River due to an earthquake. A second likely risk is damage to the City's culinary water system. Damage to other utility lines (petroleum, gas, communication, power, irrigation), roads and homes is also likely to occur in varying degrees due to the magnitude of the earthquake.

**Objective (Priority MEDIUM):** Protect the City water system where feasible.

**Action #1:** Replace the waterline at the East Bench Reservoir to Cornia Dr. This line is cast iron and more susceptible to rupture than other lines in the system.

**Time Frame:** 2018-2019

**Funding:** City

**Estimated Cost:** \$220,000

**Staff:** City Engineer, Public Works, Private Contractor

**Jurisdiction:** South Weber

**Action #2:** Install high-flow emergency shut-off valves on the outflow lines from all of the city culinary water reservoirs. This would prevent potential (local) flooding at the reservoir sites as well as retain the stored culinary water for use once the damaged lines in the system could be repaired.

**Time Frame:** 2018

**Funding:** City

**Estimated Cost:** \$80,000

**Staff:** City Engineer, Public Works, Private Contractor

**Jurisdiction:** South Weber

## **Wildland Fire**

**Problem Identification:** A portion of South Weber City is along the foothills creating an urban/wildland interface.

**OBJECTIVE #1 (Priority MEDIUM):** Fuels mitigation.

**Action:** Work in tandem with homeowners to remove fuels and create fire breaks.

**Time Frame:** Unknown, depending on funding

**Funding:** City and private property owners

**Estimated Cost:** Minimal

**Staff:** Fire Department, Public Works, City Administration

**Jurisdiction:** South Weber

### **High Winds**

**Problem Identification:** The City is at the mouth of Weber Canyon which produces continual moderate winds, but has the potential at times of very high winds. High winds from the east are also possible in general along the whole mountainside area.

**OBJECTIVE #1 (Priority MEDIUM):** To secure critical infrastructure.

**Action:** Put emergency backup generator at Church St. pump station.

**Time Frame:** 2017-2018

**Funding:** City

**Estimated Cost:** \$98,125

**Staff:** City Engineer, Public Works

**Jurisdiction:** South Weber

**OBJECTIVE #2 (Priority MEDIUM):** To minimize debris and potential compromised access for emergency vehicles due to fallen trees across streets.

**Action:** Work in tandem with homeowners to trim or remove tall trees that are susceptible to falling over and causing damage to homes, other facilities or across streets.

**Time Frame:** Unknown, depending on funding

**Funding:** City and private property owners

**Estimated Cost:** Minimal

**Staff:** Public Works

**Jurisdiction:** South Weber