

## SOUTH WEBER CITY COUNCIL AGENDA

**PUBLIC NOTICE** is hereby given that the **City Council of SOUTH WEBER CITY**, Utah, will meet in a regular public meeting on **Tuesday, 13th March 2018** at the **City Council Chambers, 1600 E. South Weber Dr.**, commencing at **6:00 p.m.**

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### COUNCIL MEETING

1. Pledge of Allegiance: Council Member Halverson
2. Prayer: Mayor Sjoblom
3. Approval of Consent Agenda
  - a. Approval of 27 February 2018 City Council Meeting Minutes.
  - b. Approval of February 2018 Check Register
4. Public Comment: Please keep public comments to 3 minutes or less per person (no action to be taken)
  - a. Please state your name and address
  - b. Please keep public comments to 3 minutes or less per person
  - c. Please address the entire city council
  - d. City council will not respond during the public comment period
5. **Res. 18-17:** Approval of Inter-Local Agreement for Dispatch Services with Davis County
6. **Res. 18-18:** Disposal of Surplus Property - Playground Equipment
7. Presentation by McKay Winkel on proposed RV Resort.
8. Reports:
  - a. Mayor – on designated committee responsibilities
  - b. City Council – on designated committee responsibilities
  - c. City Manager – on current events and future agenda items
  - d. Planning Commission Liaison – meeting and current development update
9. **CLOSED EXECUTIVE SESSION - UTAH CODE 52-4-205(1)(d): THE COUNCIL MAY CONSIDER A MOTION TO ENTER INTO CLOSED SESSION FOR THE PURPOSE OF STRATEGY SESSIONS TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY.**
10. Adjourn

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, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE [www.southwebercity.com](http://www.southwebercity.com) 4. UTAH PUBLIC NOTICE WEBSITE [www.pmn.utah.gov](http://www.pmn.utah.gov) 5. EACH MEMBER OF THE GOVERNING BODY 6. THOSE LISTED ON THE AGENDA

DATE: March 09, 2018

  
CITY RECORDER: Mark McRae

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY THE CITY RECORDER, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177) AT LEAST TWO DAYS PRIOR TO THE MEETING.

# SOUTH WEBER CITY CITY COUNCIL MEETING

**DATE OF MEETING:** 27 February 2018

**TIME COMMENCED:** 6:04 p.m.

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

**PRESENT: MAYOR:**

Jo Sjoblom

**COUNCILMEMBERS:**

Blair Halverson

Kent Hyer

Angie Petty

Merv Taylor

Wayne Winsor

**CITY ENGINEER:**

Brandon Jones

**CITY MANAGER:**

Mark McRae

**Transcriber:** Minutes transcribed by Michelle Clark

**ATTENDEES:** Chris Tremea, Tim Grubb, Lorene Kamalu and Layne Kap.

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

**PLEDGE OF ALLEGIANCE:** Council Member Petty

**PRAYER:** Council Member Winsor

**CONFLICT OF INTEREST:** None

**CONSENT AGENDA:**

- **Approval of 13 February 2018 City Council Meeting Minutes.**
- **Approval of 20 February 2018 City Council Meeting Minutes.**
- **Approval of January 2018 Budget to Actual Report**

Council Member Winsor moved to approve the consent agenda as written. Council Member Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.

**PUBLIC COMMENTS:** Mayor Sjoblom said anyone who would like to participate in public comment may come to the pulpit, state name and address, and keep comments to three minutes.

**Lorene Kamalu**, running for Davis County Commissioner, stated her son played football in South Weber. She said this is a beautiful community and thanked the Council and Mayor for their service.

**Discussion of Riverside Place Development Agreement:** Mayor Sjoblom said we are trying to delineate the city and developer's role in the construction of 6650 South Old Fort Road. She stated it is a substandard road in its current state. The developer has agreed to participate in the construction. She reviewed the agreement which states the developer will agree to dedicate to the city, at no cost to city other than the consideration described in this Agreement, certain property needed for the 6650 South - Old Fort Road Right-of-Way as shown in Exhibit D. This dedication will occur when requested by the city or at the time the Subdivision plat of the phase adjacent to 6650 South - Old Fort Road is recorded, whichever comes first.

Mayor Sjoblom stated the city will be responsible for the design, engineering, and bidding of 6650 South - Old Fort Road along the frontage of the Subdivision according to the city's Public Works Standards. She then discussed the city beginning construction by June 1, 2019. In exchange for the city designing, engineering, and constructing the full 6650 South - Old Fort Road right-of-way, which includes the Subdivision project development costs, the developer will agree to pay a fee-in-lieu for its proportionate share of the required improvements along the frontage.

It was stated that as part of the construction for Riverside Place Phase 2, the developer installed a storm drain line in the existing pavement in 6650 South from Pebble Creek Drive to 475 East. The developer has not yet repaired the trench. The agreement requires the developer to pay the city the amount the developer would have spent on this repair, which is thirteen thousand, three hundred twenty-five dollars (\$13,325.00).

Council Member Hyer asked about the storm drain installation and patch work. Brandon Jones, City Engineer, said rather than put that into a road that will need to be torn out, the city is asking the developer for the cost to do so. Brandon reported that the agreement has been sent to the developer (Tim Grubb), but he hasn't discussed it with him since then. Brandon reviewed the plat and the layout of the different phases. He discussed Spaulding Drive, which is currently constructed, but the developer isn't connecting to it; therefore, the city is asking the developer to remove the asphalt, curb, gutter etc. The city will then vacate, and it will no longer be a public right-of-way. Tim Grubb stated Perry Homes was told a couple of years ago that the stub road wouldn't be used.

Brandon reviewed what has been proposed to the developer concerning the costs for the Riverside Place Developer, the city, and Douglas B. Stephens. He then reviewed the project cost summary sheet. The percentage for each entity is City 51%, Douglas B. Stephens 36%, and Riverside Place Subdivision 13%. The total cost for South Weber City is \$823,654.09, Douglas B. Stephens \$485,412.50, and Riverside Place Subdivision \$161,929.81. The total project cost is \$1,470,996.40. Brandon was asked if Mr. Stephens has agreed to any of this. Brandon stated he has reached out to Mr. Stephens, but has not met with him yet.

Mark McRae has discussed with Brandon how the city's portion could be funded. Mark said the whole project fits in the permitted use of Class C Road Funds and is included in the Transportation Utility Fund (TUF). Council Member Hyer is not in favor of using the revenue

from the TUF fee in this situation. Council Member Taylor agreed. Discussion took place regarding Douglas Stephen's property. Council Member Winsor said if Mr. Stephen's doesn't want to participate in the cost right now, then he should have to incur interest when the city does install the road.

Council Member Winsor reviewed the agreement concerning Paragraph #3 - Property Dedication and Acquisition. He would suggest a time frame for dedication of the road. He also discussed Paragraph #4 - Construction of 6650 South – Old Fort Road and questioned the construction date beginning June 1, 2019. It was stated the date can be changed to "on or before June 1, 2019". Council Member Winsor asked about Paragraph #5 – Payment Schedule and questioned why the developer would not pay monthly. Brandon said it is common to do 50% up front and the city takes on the benefit. He said if you aren't comfortable with that then we can amend that. Council Member Winsor said he is not opposed to it, but it is different. He then discussed Paragraph #6 – Trench Repair concerning the six-month time frame. Tim Grubb said they don't need the six months and would be willing to pay it now. Council Member Winsor questioned why there isn't a time frame on Paragraph #9 – Spaulding Drive. Brandon said it should probably include a time frame. Council Member Winsor asked about the time frame for Paragraph #10. Brandon said he will include the timing. Council Member Winsor asked about the plan for Old Fort Road and where it connects to 475 East on the corner. Brandon discussed xeriscaping this property. Council Member Winsor suggested discussing options for the Archuleta's driveway verses what has been presented.

Council Member Hyer stated he has been asked why the city is paying for a road for a developer. He would like to be able to discuss the logic behind it. Brandon said the purpose of the exhibit is to provide for a percentage of cost share and he will do his best to present that.

**Tim Grubb, 6926 S. 475 E.**, said he hasn't met with Brandon Jones concerning this agreement. He would like to be able to put together a bid for their cost portion of Old Fort Road. He would like to know if the 13% is for the upsize of the road. Brandon said the 13% is for the fully constructed road. He said given the location of the road and the fact that it is master planned, that is why he came to that conclusion. Tim explained he would have a problem with developing the road further than where their subdivision fronts. He doesn't have a problem with dedicating the road now, but he agrees with the agreement. Tim is not in favor of the 18% when they are already confessing judgment.

Mayor Sjoblom understands the two parties need to work out some of these items. Tim said he is willing to do that.

**RESOLUTION 18-15: Acceptance of Easton Village First Amendment (Phase 1) and Easton Village Phase 2:** Mayor Sjoblom said Jones and Associates, Consulting Engineers for South Weber City, has conducted a full inspection of Easton Village for Phase 1 and Phase 2 and has determined that the improvements in the subdivision have been completed satisfactorily to meet minimum requirements according to city standards and specifications.

Mark McRae pointed out that when the city accepts a new development and its infrastructure, the city assumes responsibility for its maintenance. This development has a detention basin that the city will now need to mow.

**Council Member Halverson moved to approve Resolution 18-15 – Acceptance of Easton Village First Amendment (Phase 1) and Easton Village Phase 2. Council Member Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.**

### **REPORTS:**

**Mayor Sjoblom:** Mayor Sjoblom attended the COG meeting last Wednesday, February 21<sup>st</sup>. Rocky Mountain Power pledges that base rates will not go up for the next 3 years. She said they are also looking at wind energy about 35% effective now, with new technology and higher turbines, will make wind energy 51% effective. The wind in South Weber City blows hard, which causes maintenance issues.

Mayor Sjoblom attended a meeting with Chris Tremea concerning the law enforcement review between Weber County Sheriff's Office providing their budget information regarding billing in their communities to the Davis County Sheriff's Office.

Mayor Sjoblom reported that the city has been approached by a local group wanting to do a service project on June 22-23, 2018. This would involve approximately 350 – 400 youth. She would like the council to think of ideas and get back to her. Chris Tremea said he has fifty-seven flag poles for fire hydrants that need to be installed. He said Mark Larsen will need the fence painted at the posse grounds.

Mayor Sjoblom stated she is in the process of forming a committee to consider painting a mural on the south side of La Roca soccer complex building. There is a possibility of involving two South Weber schools, local artists, and possibly this youth group that wants a service project

Mayor Sjoblom and Brandon Jones will be attending Wasatch Choice Workshop in South Ogden tomorrow. They will present plan for South Bench Drive to begin to drum up support/grants from the county and state.

She said the opening for the City Manager position was announced today. Applications will be taken until 26 March 2018.

**Council Member Taylor:** He has a contact for the mural if the Mayor needs one.

**Council Member Halverson:** He was contacted by a resident who lives by the soccer complex. He said this resident is concerned about conditional use violations which include, after hours use, playing games verses practicing, only one restroom, etc. Chris Tremea will investigate it.

**Council Member Hyer:** He was approached by a resident concerning a practice soccer field in the city. This person is willing to improve the property – sprinklers, grass, etc. Mark McRae discussed concerns with not having restroom facilities. Memorial Park has this issue. Council Member Hyer discussed the possibility of using Canyon Meadows Park, and ways to get a soccer field paid for.

**Council Member Petty:** She has been approached by a resident concerning the traffic and congestion around the soccer complex. She is meeting tomorrow to discuss the agreement for the Canyon Meadows Park train.

**Council Member Winsor:** He said the Utilities Committee will meet this Friday to go over the water rates study.

**City Manager:** Mark reminded the council there is no meeting next week. He said the Finance Committee Meeting will be April 13<sup>th</sup>, rather than April 9<sup>th</sup>, for a budget review. He had a training session for all the supervisors of the city and it went very well. He said the team has requested this happen monthly or bi-monthly.

**Planning Commission Liaison:** Tim Grubb discussed the soccer complex. He said there is an opportunity to satisfy the city needs. He said those who run the complex have invited the city to use their facility. He does understand the concerns with residents in the area. He said look at what has taken place with the city partnering with the Davis School District and the Family Activity Center. He suggested bringing the community together to embrace this building. He feels kids can help to do this by including them in a possible contest for the mural.

**ADJOURNED:** Council Member Hyer moved to the City Council meeting at 7:44 p.m. Council Member Petty seconded the motion. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.

**APPROVED:** \_\_\_\_\_ Date

Mayor: Jo Sjoblom

\_\_\_\_\_  
Transcriber: Michelle Clark

Attest:

\_\_\_\_\_  
City Recorder: Mark McRae

## Report Criteria:

Report type: GL detail

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/22/18	38043	ACE RECYCLING & DISPOSAL	02/01/18	Recycle Bin Service City Hall Feb - April 2018	1043262	49.00	ACE RECYCLING & DISPOSAL
Total 38043:						49.00	
02/08/18	37970	Ahlstrom, Douglas J.	01/31/18	City Attorney Services-Jan 2018	1043313	1,425.00	Ahlstrom, Douglas J.
Total 37970:						1,425.00	
02/15/18	38012	All Star Fire Equipment	01/30/18	Fan for New Engine	4557740	3,907.00	All Star Fire Equipment
Total 38012:						3,907.00	
02/22/18	38044	ALLRED, CHRISTOPHER F	02/05/18	Prosecution Services-Jan 2018	1042313	600.00	ALLRED, CHRISTOPHER F
Total 38044:						600.00	
02/01/18	37943	Alphacorp Security and Fire	01/17/18	Access Control System	1043262	1,094.72	Alphacorp Security and Fire
02/01/18	37943	Alphacorp Security and Fire	01/17/18	Access Control System	1057260	2,189.48	Alphacorp Security and Fire
02/01/18	37943	Alphacorp Security and Fire	01/17/18	Access Control System	1060260	1,094.74	Alphacorp Security and Fire
Total 37943:						4,378.94	
02/15/18	38013	Alphacorp Security and Fire	02/13/18	Fire Station Card Access	1057260	1,466.05	Alphacorp Security and Fire
02/15/18	38013	Alphacorp Security and Fire	02/13/18	Shop Door Card Access	1060260	1,560.61	Alphacorp Security and Fire
02/15/18	38013	Alphacorp Security and Fire	02/13/18	Card Access System	1043262	504.53	Alphacorp Security and Fire
Total 38013:						3,531.19	
02/01/18	37944	Any Hour Inc.	01/24/18	Refund of Completion Bond SWC171218179	1021340	200.00	Any Hour Inc.
Total 37944:						200.00	
02/08/18	37971	Archibald, Stephen	01/23/18	Referee - Basketball	2071480	252.00	Archibald, Stephen
Total 37971:						252.00	
02/22/18	38045	Archibald, Stephen	02/13/18	Referee - Basketball	2071488	108.00	Archibald, Stephen

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38045:						108.00	
02/22/18	38046	AT&T MOBILITY	02/02/18	Cellular Service-Jan 2018	1057280	161.65	AT&T MOBILITY
02/22/18	38046	AT&T MOBILITY	02/02/18	Cellular Service-Jan 2018	1060250	34.02	AT&T MOBILITY
02/22/18	38046	AT&T MOBILITY	02/02/18	Cellular Service-Jan 2018	1058250	12.01	AT&T MOBILITY
02/22/18	38046	AT&T MOBILITY	02/02/18	Cellular Service-Jan 2018	1070250	12.01	AT&T MOBILITY
02/22/18	38046	AT&T MOBILITY	02/02/18	Cellular Service-Jan 2018	5140490	57.61	AT&T MOBILITY
02/22/18	38046	AT&T MOBILITY	02/02/18	Cellular Service-Jan 2018	5240491	12.01	AT&T MOBILITY
02/22/18	38046	AT&T MOBILITY	02/02/18	Cellular Service-Jan 2018	5440493	12.01	AT&T MOBILITY
Total 38046:						301.32	
02/22/18	38047	BELL JANITORIAL SUPPLY	02/22/18	Trash Liners & Paper Towels	1070260	121.12	BELL JANITORIAL SUPPLY
02/22/18	38047	BELL JANITORIAL SUPPLY	02/22/18	Air Fresheners	1043262	176.71	BELL JANITORIAL SUPPLY
Total 38047:						297.83	
02/08/18	37972	Birt, Hudson	01/31/18	Referee - Multiple Programs	2071480	48.75	Birt, Hudson
02/08/18	37972	Birt, Hudson	01/31/18	Referee-Multiple Programs	2071488	97.50	Birt, Hudson
Total 37972:						146.25	
02/22/18	38048	Birt, Hudson	02/19/18	Referee - Basketball	2071488	112.00	Birt, Hudson
02/22/18	38048	Birt, Hudson	02/19/18	Referee - Basketball	2071480	24.00	Birt, Hudson
Total 38048:						136.00	
02/08/18	37973	BIRT, LARRY	01/31/18	Referee - Basketball	2071488	72.00	BIRT, LARRY
Total 37973:						72.00	
02/22/18	38049	BIRT, LARRY	02/19/18	Referee - Basketball	2071488	36.00	BIRT, LARRY
Total 38049:						36.00	
02/08/18	37974	Birt, Parks	01/31/18	Referee - Basketball	2071488	45.00	Birt, Parks
Total 37974:						45.00	



Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/22/18	38050	Birt, Parks	02/19/18	Referee - Basketball	2071488	52.50	Birt, Parks
Total 38050:						52.50	
02/01/18	37945	BLOMQUIST HALE CONSULTING INC.	02/01/18	EAP Service-Feb 2018	1043135	185.00	BLOMQUIST HALE CONSULTING INC.
Total 37945:						185.00	
02/08/18	37975	BLUE STAKES OF UTAH	01/31/18	Blue Stakes - Jan. 2018	5140250	123.69	BLUE STAKES OF UTAH
Total 37975:						123.69	
02/01/18	37946	Briscoe, Hillary	01/29/18	Refund Credit Balance on Final Bill 4003203	0111750	190.00	Briscoe, Hillary
Total 37946:						190.00	
02/08/18	37976	BROWN, KAYD	01/23/18	Referee - Basketball	2071488	24.00	BROWN, KAYD
02/08/18	37976	BROWN, KAYD	01/23/18	Referee-Basketball	2071480	28.00	BROWN, KAYD
Total 37976:						52.00	
02/08/18	37977	Browning, Colby	01/22/18	Referee - Basketball	2071480	22.50	Browning, Colby
Total 37977:						22.50	
02/15/18	38014	CASELLE INC	01/31/18	Caselle Mi Excel Module	1043740	1,000.00	CASELLE INC
Total 38014:						1,000.00	
02/15/18	38015	CENTRAL WEBER SEWER IMPR DIST.	02/06/18	QUARTERLY SEWER FEE	5240491	112,169.00	CENTRAL WEBER SEWER IMPR DIST.
Total 38015:						112,169.00	
02/22/18	38051	CENTURYLINK	02/10/18	SCADA Data Line	5140490	53.52	CENTURYLINK
Total 38051:						53.52	
02/08/18	37978	Christensen, Tonya or Joseph	02/06/18	Overpayment on Final Bill Acct: 4.0026.0.3	0111750	74.43	Christensen, Tonya or Joseph

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 37978:						74.43	
02/01/18	37947	CINTAS CORPORATION	01/31/18	First Aid Kits for Dump Trucks	1060250	94.52	CINTAS CORPORATION
02/01/18	37947	CINTAS CORPORATION	01/31/18	First Aid Kit for Truck	1060250	134.57	CINTAS CORPORATION
02/01/18	37947	CINTAS CORPORATION	01/31/18	First Aid Kit for Truck	1070250	134.57	CINTAS CORPORATION
02/01/18	37947	CINTAS CORPORATION	01/31/18	First Aid Kit for Truck	5140250	134.57	CINTAS CORPORATION
02/01/18	37947	CINTAS CORPORATION	01/31/18	First Aid Kit for Truck	5240250	134.57	CINTAS CORPORATION
02/01/18	37947	CINTAS CORPORATION	01/31/18	First Aid Kit for Truck	1058250	134.57	CINTAS CORPORATION
02/01/18	37947	CINTAS CORPORATION	01/31/18	First Aid Kit for Truck	5440250	134.57	CINTAS CORPORATION
Total 37947:						901.94	
02/08/18	37979	CINTAS CORPORATION	02/01/18	First Aid Station - Shop Feb. 2018	1060250	34.03	CINTAS CORPORATION
Total 37979:						34.03	
02/01/18	37948	CINTAS CORPORATION LOC 180	01/24/18	Uniform Service 01/24/2018	5240140	6.34	CINTAS CORPORATION LOC 180
02/01/18	37948	CINTAS CORPORATION LOC 180	01/24/18	Uniform Service 01/24/2018	5140140	12.69	CINTAS CORPORATION LOC 180
02/01/18	37948	CINTAS CORPORATION LOC 180	01/24/18	Uniform Service 01/24/2018	5440140	6.34	CINTAS CORPORATION LOC 180
02/01/18	37948	CINTAS CORPORATION LOC 180	01/24/18	Uniform Service 01/24/2018	1060140	12.69	CINTAS CORPORATION LOC 180
02/01/18	37948	CINTAS CORPORATION LOC 180	01/24/18	Uniform Service 01/24/2018	1070140	25.37	CINTAS CORPORATION LOC 180
02/01/18	37948	CINTAS CORPORATION LOC 180	01/24/18	Uniform Service 01/24/2018	1058140	12.69	CINTAS CORPORATION LOC 180
Total 37948:						76.12	
02/08/18	37980	CINTAS CORPORATION LOC 180	01/31/18	MATS/TOWELS - 1/31/18	1043262	7.85	CINTAS CORPORATION LOC 180
02/08/18	37980	CINTAS CORPORATION LOC 180	01/31/18	Uniform Service - 01/31/18	5240140	5.69	CINTAS CORPORATION LOC 180
02/08/18	37980	CINTAS CORPORATION LOC 180	01/31/18	Uniform Service - 01/31/18	5140140	11.38	CINTAS CORPORATION LOC 180
02/08/18	37980	CINTAS CORPORATION LOC 180	01/31/18	Uniform Service - 01/31/18	5440140	5.69	CINTAS CORPORATION LOC 180
02/08/18	37980	CINTAS CORPORATION LOC 180	01/31/18	Uniform Service - 01/31/18	1060140	11.38	CINTAS CORPORATION LOC 180
02/08/18	37980	CINTAS CORPORATION LOC 180	01/31/18	Uniform Service - 01/31/18	1070140	22.75	CINTAS CORPORATION LOC 180
02/08/18	37980	CINTAS CORPORATION LOC 180	01/31/18	Uniform Service - 01/31/18	1058140	11.38	CINTAS CORPORATION LOC 180
Total 37980:						76.12	
02/22/18	38052	CINTAS CORPORATION LOC 180	02/14/18	Uniform Service- Feb2018	5240140	6.87	CINTAS CORPORATION LOC 180
02/22/18	38052	CINTAS CORPORATION LOC 180	02/14/18	Uniform Service- Feb 2018	5140140	13.75	CINTAS CORPORATION LOC 180
02/22/18	38052	CINTAS CORPORATION LOC 180	02/14/18	Uniform Service- Feb 2018	5440140	6.87	CINTAS CORPORATION LOC 180
02/22/18	38052	CINTAS CORPORATION LOC 180	02/14/18	Uniform Service- Feb 2018	1060140	13.75	CINTAS CORPORATION LOC 180

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/22/18	38052	CINTAS CORPORATION LOC 180	02/14/18	Uniform Service - Feb 2018	1070140	27.49	CINTAS CORPORATION LOC 180
02/22/18	38052	CINTAS CORPORATION LOC 180	02/14/18	Uniform Service- Feb 2018	1058140	13.74	CINTAS CORPORATION LOC 180
02/22/18	38052	CINTAS CORPORATION LOC 180	02/07/18	Uniform Service- Feb 2018	5240140	6.34	CINTAS CORPORATION LOC 180
02/22/18	38052	CINTAS CORPORATION LOC 180	02/07/18	Uniform Service- Feb 2018	5140140	12.69	CINTAS CORPORATION LOC 180
02/22/18	38052	CINTAS CORPORATION LOC 180	02/07/18	Uniform Service- Feb 2018	5440140	6.34	CINTAS CORPORATION LOC 180
02/22/18	38052	CINTAS CORPORATION LOC 180	02/07/18	Uniform Service- Feb 2018	1060140	12.69	CINTAS CORPORATION LOC 180
02/22/18	38052	CINTAS CORPORATION LOC 180	02/07/18	Uniform Service- Feb 2018	1070140	25.37	CINTAS CORPORATION LOC 180
02/22/18	38052	CINTAS CORPORATION LOC 180	02/07/18	Uniform Service- Feb 2018	1058140	12.69	CINTAS CORPORATION LOC 180
Total 38052:						158.59	
02/08/18	37981	COLONIAL FLAG SPECIALTY CO INC	01/31/18	Flag Rotation - Memorial Park Jan 2018	1070250	217.00	COLONIAL FLAG SPECIALTY CO INC
Total 37981:						217.00	
02/15/18	38016	COLONIAL FLAG SPECIALTY CO INC	02/08/18	Flag Rotation - Memorial Park Feb 2018	1070250	51.92	COLONIAL FLAG SPECIALTY CO INC
Total 38016:						51.92	
02/01/18	37949	CORE & MAIN LP	01/01/18	Returned Fire Hydrant Valves	5140490	1,332.00-	CORE & MAIN LP
02/01/18	37949	CORE & MAIN LP	01/18/18	Subsurface Metal Locators (2)	5140490	1,600.00	CORE & MAIN LP
02/01/18	37949	CORE & MAIN LP	01/18/18	Leak Detector for Meters	5140490	3,733.33	CORE & MAIN LP
02/01/18	37949	CORE & MAIN LP	01/25/18	Water meters (5)	5140490	1,165.25	CORE & MAIN LP
Total 37949:						5,166.58	
02/08/18	37982	CORE & MAIN LP	01/31/18	Meters (6)	5140490	1,398.30	CORE & MAIN LP
Total 37982:						1,398.30	
02/15/18	38017	CORE & MAIN LP	02/12/18	To correct vendor double credit invoice 208831	5140490	1,332.00	CORE & MAIN LP
02/15/18	38017	CORE & MAIN LP	02/08/18	Water Meter Parts	5140480	171.60	CORE & MAIN LP
Total 38017:						1,503.60	
02/15/18	38018	DAVIS COUNTY GOVERNMENT	01/31/18	Baliff Services-Jan 2018	1042317	300.00	DAVIS COUNTY GOVERNMENT
Total 38018:						300.00	
02/26/18	10803228	DE LAGE LANDEN	02/24/18	COPIER MAINT AGREEMENT - SHARP	1042240	21.47	DE LAGE LANDEN

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/26/18	10803228	DE LAGE LANDEN	02/24/18	COPIER MAINT AGREEMENT - SHARP	1043240	50.10	DE LAGE LANDEN
02/26/18	10803228	DE LAGE LANDEN	02/24/18	COPIER MAINT AGREEMENT - SHARP	5140240	35.78	DE LAGE LANDEN
02/26/18	10803228	DE LAGE LANDEN	02/24/18	COPIER MAINT AGREEMENT - SHARP	5240240	35.78	DE LAGE LANDEN
Total 108032286:						143.13	
02/15/18	38019	DURKS PLUMBING	01/23/18	Vac Sleeve- Fire Department	1057260	3.16	DURKS PLUMBING
Total 38019:						3.16	
02/15/18	38020	ELITECRAFT HOMES	02/12/18	Completion Bond Refund - SWC170530072	1021340	500.00	ELITECRAFT HOMES
Total 38020:						500.00	
02/08/18	37983	ENERGY SAVERS	02/06/18	Completion Bond Refund - SWC171211176	1021340	200.00	ENERGY SAVERS
Total 37983:						200.00	
02/22/18	38053	ENERGY SAVERS	02/21/18	Refund of Completion Bond - SWC180104003	1021340	200.00	ENERGY SAVERS
Total 38053:						200.00	
02/15/18	38021	EXECUTECH	02/05/18	Network Switch for Shop	1060260	229.99	EXECUTECH
Total 38021:						229.99	
02/22/18	38054	EXECUTECH	02/01/18	IT Services-Jan 2018	1043308	682.50	EXECUTECH
02/22/18	38054	EXECUTECH	02/01/18	Antivirus, Backup, Email-Jan 2018	1043350	733.32	EXECUTECH
Total 38054:						1,415.82	
02/01/18	37950	FLARE FIRE PROTECTION	01/31/18	Fire Extinguishers Serviced	1043251	514.00	FLARE FIRE PROTECTION
02/01/18	37950	FLARE FIRE PROTECTION	01/31/18	Fire Extinguishers Serviced	1057250	321.50	FLARE FIRE PROTECTION
02/01/18	37950	FLARE FIRE PROTECTION	01/31/18	Fire Extinguishers Serviced	1060250	262.50	FLARE FIRE PROTECTION
Total 37950:						1,098.00	
02/01/18	37951	FREEDOM MAILING SERVICES INC.	01/26/18	Utility Billing Jan. 2018	5140370	449.65	FREEDOM MAILING SERVICES INC.
02/01/18	37951	FREEDOM MAILING SERVICES INC.	01/26/18	Utility Billing Jan. 2018	5240370	312.80	FREEDOM MAILING SERVICES INC.
02/01/18	37951	FREEDOM MAILING SERVICES INC.	01/26/18	Utility Billing Jan. 2018	5340370	146.62	FREEDOM MAILING SERVICES INC.

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/01/18	37951	FREEDOM MAILING SERVICES INC.	01/26/18	Utility Billing Jan. 2018	5440370	68.42	FREEDOM MAILING SERVICES INC.
Total 37951:						977.49	
02/08/18	37984	GOVCONNECTION INC	01/29/18	Monitor & Adaptes	1057250	182.31	GOVCONNECTION INC
02/08/18	37984	GOVCONNECTION INC	01/29/18	Monitor & Adapters	1043240	46.79	GOVCONNECTION INC
Total 37984:						229.10	
02/22/18	38055	GOVCONNECTION INC	02/01/18	Monitor Cables	1043251	38.93	GOVCONNECTION INC
Total 38055:						38.93	
02/01/18	37952	GREEN CASTLE	01/14/18	Park & Ride Snow Plow	1070625	570.00	GREEN CASTLE
02/01/18	37952	GREEN CASTLE	01/14/18	Salt for Park & Ride	1070625	600.00	GREEN CASTLE
02/01/18	37952	GREEN CASTLE	01/30/18	Park & Ride Snow Plow	1070625	570.00	GREEN CASTLE
Total 37952:						1,740.00	
02/01/18	37953	GRIFFIN FAST LUBE UTAH	01/01/18	Zach - Truck Oil Change	1070250	86.67	GRIFFIN FAST LUBE UTAH
02/01/18	37953	GRIFFIN FAST LUBE UTAH	01/01/18	Mark J. Truck Oil Change	5140250	73.36	GRIFFIN FAST LUBE UTAH
02/01/18	37953	GRIFFIN FAST LUBE UTAH	01/08/18	Jason's Truck Oil Change	1060250	63.16	GRIFFIN FAST LUBE UTAH
Total 37953:						223.19	
02/01/18	37954	HINCKLEASE	01/01/18	2017 Lease Pmt - Truck	1058255	4,473.80	HINCKLEASE
02/01/18	37954	HINCKLEASE	01/01/18	2017 Lease Pmt - Truck	1060255	4,473.80	HINCKLEASE
02/01/18	37954	HINCKLEASE	01/01/18	2018 Lease Pmt - Truck	1058255	4,324.80	HINCKLEASE
02/01/18	37954	HINCKLEASE	01/01/18	2018 Lease Pmt - Truck	1060255	4,324.80	HINCKLEASE
Total 37954:						17,597.20	
02/01/18	37955	Horrocks Engineers	01/15/18	Transportation CFP/ IFFP	5676312	6,437.10	Horrocks Engineers
Total 37955:						6,437.10	
02/22/18	38056	Horrocks Engineers	02/08/18	Transportation CFP/ IFFP	5676312	3,654.50	Horrocks Engineers
Total 38056:						3,654.50	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/01/18	37956	Hyer, Tony	01/30/18	Refund of Completion Bond SWC150729071	1021340	200.00	Hyer, Tony
Total 37956:						200.00	
02/15/18	38022	INDUSTRIAL TOOL BOX	02/01/18	Blue Stake Paint	5140490	284.46	INDUSTRIAL TOOL BOX
Total 38022:						284.46	
02/15/18	38023	Intermountain Workmed	02/01/18	DOT- Physical	5140135	65.00	Intermountain Workmed
Total 38023:						65.00	
02/15/18	38024	IWORQ SYSTEMS	02/06/18	Permit & Fee Tracking Software	1058350	1,259.00	IWORQ SYSTEMS
Total 38024:						1,259.00	
02/08/18	37985	Jon Hansen Code Services	01/31/18	Plan Check-Assisted Living Center	1058319	3,900.00	Jon Hansen Code Services
Total 37985:						3,900.00	
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	GIS - Utility Maps - General	5140312	209.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	GIS - Utility - Storm Drain	5440312	5,966.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	General Information Related to Potential Develo	1058312	399.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	General Engineering Assistance	1058312	232.75	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Project Review Meetings	1058312	1,624.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	City Standards Update	1058312	57.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	In-house City Projects Assistance	1058312	433.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	City Shops Master Plan	1058312	513.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Commercial Development Potential - East Gate	1058312	142.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	I-84 Buffer/ Trail Preservation	1058312	228.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Development Checklist	1058312	785.25	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	2018 City Council Retreat	1058312	2,042.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Lester Drive to 7375 South Connection	4560730	370.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Street Maintenance Planning & Analysis	1060312	276.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	1250 East Street Reconstruction - Construction	4560730	313.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Old Fort Road - Preliminary Design & ROW Ana	4560730	5,540.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Old Fort Road - ROW Acquisition	4560730	726.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	2017 Capital Facilities Plan - Transportation (CF	5676312	399.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	6650 South Street Closure	1060312	1,426.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	2017 Water Utility Rate Study (ZPFI)	5140312	566.00	JONES AND ASSOCIATES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Culinary Water - Capital Improvements Plan (CI	5140312	228.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	2017 Water Conservation Plan	5140312	28.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Storm Water Management Plan	5440312	79.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Capital Facilities Plan - Storm Water (CFP)	5440312	679.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Davis County Storm Water Coalition	5440312	96.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Easton Village Subdivision Phase 1	1058319	88.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Easton Village Subdivision Phase 2	1058319	116.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Sunrise Ridge Subdivision	1058319	259.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Bowman Old Farm Estates Subdivision	1058319	616.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Riverside Place Subdivision - Phase 3	1058319	1,003.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Old Maple Farms Subdivision - Phases 1 & 2	1058319	445.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Old Maple Farms Subdivision - Phase 3	1058319	2,384.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Hidden Valley Meadows - Phase 2	1058319	114.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Freedom Landing Townhomes - Phase 1	1058319	88.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Freedom Landing Townhomes - Phase 2	1058319	57.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Country Lane Assisted Living	1058319	484.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Ray Creek Estates	1058319	101.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Cook Property	1058319	57.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Church Street Extension ( Layton City)	1058319	57.00	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Winterton Towing Site Plan	1058319	28.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Gowers Planned Dwelling Group	1058319	142.50	JONES AND ASSOCIATES
02/08/18	37986	JONES AND ASSOCIATES	01/31/18	Riverside RV Park Resort	1058319	142.50	JONES AND ASSOCIATES
Total 37986:						29,547.00	
02/01/18	37957	Kirk Mobile Repair Inc	01/29/18	Snow Plow Headlight Repair	1060250	392.39	Kirk Mobile Repair Inc
Total 37957:						392.39	
02/15/18	38025	Kirk Mobile Repair Inc	02/12/18	Snow Plow Truck Repair- Bed	1060250	285.34	Kirk Mobile Repair Inc
Total 38025:						285.34	
02/01/18	37958	L N CURTIS	01/22/18	4 Vortex Nozzles-New Engine	4557740	3,751.50	L N CURTIS
Total 37958:						3,751.50	
02/14/18	37928	Lamb, Alexander	V 01/11/18	Referee-Comp Basketball	2071488	198.00	Lamb, Alexander

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 37928:						198.00	
02/15/18	38026	Lamb, Alexander	02/14/18	Replacement Check # 37928	2071488	198.00	Lamb, Alexander
Total 38026:						198.00	
02/22/18	38057	Lamb, Alexander	02/08/18	Referee - Basketball	2071488	144.00	Lamb, Alexander
Total 38057:						144.00	
02/01/18	37959	Laprevote, Paul	01/29/17	Reimbursement for bowls, cups, spoons for bre	1043240	32.42	Laprevote, Paul
Total 37959:						32.42	
02/15/18	38027	LARSEN, MARK	02/13/18	Per Diem ICC Conference- Mark	1058230	638.56	LARSEN, MARK
Total 38027:						638.56	
02/01/18	37960	LEFAVOR ENVELOPE COMPANY	01/23/18	Envelopes	1043240	84.73	LEFAVOR ENVELOPE COMPANY
Total 37960:						84.73	
02/15/18	38028	LEWIS YOUNG INC.	02/01/18	Continuing Disclosure Bond Report	5140311	1,500.00	LEWIS YOUNG INC.
Total 38028:						1,500.00	
02/08/18	10803228	LOWES PROX	01/11/18	Meter Tools	5140250	23.43	LOWES PROX
02/08/18	10803228	LOWES PROX	01/11/18	Lock for Rec Center	2071250	28.48	LOWES PROX
02/08/18	10803228	LOWES PROX	01/23/18	voltage tester for shop	1060260	17.09	LOWES PROX
02/08/18	10803228	LOWES PROX	12/29/17	Shop supplies	1060260	50.74	LOWES PROX
Total 108032285:						119.74	
02/08/18	37987	Marriott Construction	01/29/18	Snow Plow Salt	1060411	1,333.11	Marriott Construction
Total 37987:						1,333.11	
02/08/18	37988	Moon, Jacey	01/31/18	Referee - Basketball	2071480	24.38	Moon, Jacey



Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 37988:						24.38	
02/08/18	37989	Morrill, Rebecca	02/06/18	Completion Bond Refund SWC171030155	1021340	200.00	Morrill, Rebecca
Total 37989:						200.00	
02/08/18	37990	MOUNT OLYMPUS	01/27/18	Water Cooler at City Hall	1043262	9.93	MOUNT OLYMPUS
Total 37990:						9.93	
02/01/18	37961	NATIONAL BATTERY SALES	01/30/18	Batteries for Bryan's Truck	5140250	215.58	NATIONAL BATTERY SALES
02/01/18	37961	NATIONAL BATTERY SALES	01/30/18	Batteries for CO detector at Shop	5140490	20.04	NATIONAL BATTERY SALES
Total 37961:						235.62	
02/01/18	37962	OFFICE DEPOT	01/22/18	Notebooks	1043240	42.90	OFFICE DEPOT
02/01/18	37962	OFFICE DEPOT	01/24/18	Wall Calendar 2018	1043240	17.83	OFFICE DEPOT
Total 37962:						60.73	
02/08/18	37991	OFFICE DEPOT	01/30/18	Ink for Printer	1058250	97.62	OFFICE DEPOT
Total 37991:						97.62	
02/15/18	38029	OFFICE DEPOT	02/13/18	Shop Printer Ink	5140240	70.29	OFFICE DEPOT
Total 38029:						70.29	
02/22/18	38058	OFFICE DEPOT	02/06/18	Packaging Tape	1043240	10.83	OFFICE DEPOT
Total 38058:						10.83	
02/15/18	38030	OREILLY AUTOMOTIVE, INC.	01/31/18	Engine 1 Antifreeze	1057250	89.94	OREILLY AUTOMOTIVE, INC.
Total 38030:						89.94	
02/01/18	37963	Patrick, Mike	01/29/18	Overpayment on Utility Bill 3.0583.0.1	0111750	626.50	Patrick, Mike

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 37963:						626.50	
02/08/18	37992	PEHP LTD PAYMENTS	01/31/18	PEHP LTD Premium-01/08/18-01/21/18	1043135	147.06	PEHP LTD PAYMENTS
02/08/18	37992	PEHP LTD PAYMENTS	02/07/18	PEHP LTD Premium-01/22/18-02/04/18	1043135	147.06	PEHP LTD PAYMENTS
Total 37992:						294.12	
02/08/18	37993	PITNEY BOWES CREDIT CORP	01/10/18	Envelope Sealer Solution	1043240	72.67	PITNEY BOWES CREDIT CORP
Total 37993:						72.67	
02/08/18	37994	PITNEY BOWES PURCHASE POWER	01/24/18	Postage for court	1042240	45.00	PITNEY BOWES PURCHASE POWER
02/08/18	37994	PITNEY BOWES PURCHASE POWER	01/24/18	Postage for Administration	1043240	105.00	PITNEY BOWES PURCHASE POWER
02/08/18	37994	PITNEY BOWES PURCHASE POWER	01/24/18	POSTAGE FOR UTILITIES	5140240	75.00	PITNEY BOWES PURCHASE POWER
02/08/18	37994	PITNEY BOWES PURCHASE POWER	01/24/18	POSTAGE FOR UTILITIES	5240240	75.00	PITNEY BOWES PURCHASE POWER
Total 37994:						300.00	
02/08/18	37995	PROTECT YOUTH SPORTS	01/31/18	1 Recreation Clerk Background Ck	2071137	17.95	PROTECT YOUTH SPORTS
Total 37995:						17.95	
02/22/18	38059	Pure Water Partners	02/07/18	Ice Machine Lease - February 2018	1057260	300.90	Pure Water Partners
Total 38059:						300.90	
02/15/18	38031	ROBINSON WASTE SERVICES INC	01/31/18	Garbage collection-Jan 2018	5340492	10,023.90	ROBINSON WASTE SERVICES INC
02/15/18	38031	ROBINSON WASTE SERVICES INC	02/01/18	Park & Ride Collection-Feb 2018	1070625	42.67	ROBINSON WASTE SERVICES INC
Total 38031:						10,066.57	
02/01/18	37964	ROCKY MOUNTAIN POWER	01/01/18	Replace Light	1060271	395.70	ROCKY MOUNTAIN POWER
Total 37964:						395.70	
02/08/18	37996	RURAL WATER ASSN OF UTAH	01/30/18	Member Dues 2018	5140210	1,160.00	RURAL WATER ASSN OF UTAH
Total 37996:						1,160.00	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/15/18	38032	Sargent, Robyn	02/12/18	Deposit Refund- FAC Gym and Mulipurpose Ro	2034720	30.00	Sargent, Robyn
Total 38032:						30.00	
02/08/18	37997	SAV ON	01/10/18	Pickleball & Basketball Supplies	2071610	12.72	SAV ON
02/08/18	37997	SAV ON	01/10/18	Pickleball & Basketball Supplies	2071480	27.95	SAV ON
Total 37997:						40.67	
02/08/18	37998	Schenck, Brek	01/22/18	Referee - Basketball	2071480	48.75	Schenck, Brek
Total 37998:						48.75	
02/22/18	38060	Schenck, Brek	02/19/18	Referee - Basketball	2071480	26.25	Schenck, Brek
Total 38060:						26.25	
02/08/18	37999	Shaffer, Drew	01/22/18	Referee - Basketball	2071480	67.50	Shaffer, Drew
Total 37999:						67.50	
02/22/18	38061	Shaffer, Drew	02/12/18	Referee - Basketball	2071480	26.25	Shaffer, Drew
Total 38061:						26.25	
02/01/18	37965	Shaw, Heidi	01/25/18	Refund of Completion Bond SWC171207175	1021340	200.00	Shaw, Heidi
Total 37965:						200.00	
02/08/18	38000	Shaw, Heidi	02/02/18	Refund of Completion Bond SWC171207175	1021340	300.00	Shaw, Heidi
Total 38000:						300.00	
02/22/18	38062	Simpson, Clay or Trudy	02/16/18	Refund of Completion Bond SWC171213177	1021340	500.00	Simpson, Clay or Trudy
Total 38062:						500.00	
02/08/18	38001	SMEDLEY & ASSOCIATES	01/24/18	Toilet Repair - Fire Station	1057260	277.95	SMEDLEY & ASSOCIATES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38001:						277.95	
02/01/18	37966	SMITH AND EDWARDS COMPANY	01/30/18	Refund of Completion Bond SWC161012141	1021340	1,500.00	SMITH AND EDWARDS COMPANY
Total 37966:						1,500.00	
02/22/18	38063	Smith, Lisa	02/20/18	Mileage Reimbursement State Archives Confer	1043230	33.79	Smith, Lisa
Total 38063:						33.79	
02/15/18	38033	STAKER PARSON COMPANIES	02/01/18	Pot Hole Patch	1060410	945.50	STAKER PARSON COMPANIES
Total 38033:						945.50	
02/08/18	38002	STANDARD EXAMINER	01/31/18	Public Notices - Jan 2018	1043220	99.25	STANDARD EXAMINER
Total 38002:						99.25	
02/15/18	38034	STAT PADS LLC	01/31/18	AED ANNUAL RENEWAL	2071250	125.00	STAT PADS LLC
Total 38034:						125.00	
02/01/18	37967	Tracy Harper Construction	01/30/18	Refund Completion Bond SWC170525069	1021340	500.00	Tracy Harper Construction
Total 37967:						500.00	
02/15/18	38035	Tubbs, Jason	02/13/18	Per Diem for ICC Conference - Jason	1058230	229.50	Tubbs, Jason
Total 38035:						229.50	
02/15/18	38036	UGFOA c/o State Tax Commission	02/15/18	UGFOA St George Confrence Registration	1043230	150.00	UGFOA c/o State Tax Commission
02/15/18	38036	UGFOA c/o State Tax Commission	02/15/18	UGFOA Membership	1043210	50.00	UGFOA c/o State Tax Commission
Total 38036:						200.00	
02/01/18	37968	UNIFIRST CORPORATION	01/26/18	Towels & Rugs for FAC	2071241	40.00	UNIFIRST CORPORATION
Total 37968:						40.00	

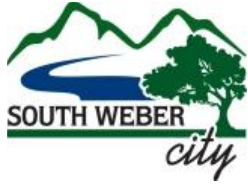
Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/15/18	38037	UNIFIRST CORPORATION	02/09/18	FAC TOWELS	2071241	16.00	UNIFIRST CORPORATION
Total 38037:						16.00	
02/01/18	37969	UPPERCASE PRINTING INK	01/25/18	Newsletter - Jan 2018	5140370	85.95	UPPERCASE PRINTING INK
02/01/18	37969	UPPERCASE PRINTING INK	01/25/18	Newsletter - Jan 2018	5240370	61.12	UPPERCASE PRINTING INK
02/01/18	37969	UPPERCASE PRINTING INK	01/25/18	Newsletter - Jan 2018	5340370	19.10	UPPERCASE PRINTING INK
02/01/18	37969	UPPERCASE PRINTING INK	01/25/18	Newsletter - Jan 2018	5440370	13.38	UPPERCASE PRINTING INK
Total 37969:						179.55	
02/08/18	38003	URPA-Utah Rec & Parks Assn.	01/02/18	Training & Memberships - Curtis & Zach	2071230	45.00	URPA-Utah Rec & Parks Assn.
02/08/18	38003	URPA-Utah Rec & Parks Assn.	01/02/18	Training & Memberships - Curtis & Zach	1070230	45.00	URPA-Utah Rec & Parks Assn.
Total 38003:						90.00	
02/08/18	38004	UTAH LOCAL GOVERNMENTS TRUST	01/31/18	Monthly Workers Comp - Jan. 2018	1022250	1,134.44	UTAH LOCAL GOVERNMENTS TRUST
Total 38004:						1,134.44	
02/22/18	38064	UTAH LOCAL GOVERNMENTS TRUST	02/01/18	Workers Comp Premium March 2018	1022250	1,134.44	UTAH LOCAL GOVERNMENTS TRUST
Total 38064:						1,134.44	
02/08/18	38005	UTAH STATE TREASURER	01/31/18	Court Surcharge Remittance - Jan 2018	1035100	5,795.60	UTAH STATE TREASURER
Total 38005:						5,795.60	
02/08/18	38006	VANGUARD CLEANING SYSTEMS OF U	02/01/18	Janitorial services-Feb 2018	1043262	245.00	VANGUARD CLEANING SYSTEMS OF U
Total 38006:						245.00	
02/22/18	38065	VERIZON WIRELESS	02/08/18	PW Air Card Jan 2018	5140280	59.13	VERIZON WIRELESS
Total 38065:						59.13	
02/22/18	38066	WAGEMAN, BRYAN	02/20/18	Per Diem - Water Conference	5140230	607.73	WAGEMAN, BRYAN
Total 38066:						607.73	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/15/18	38038	Ward, Ridge	02/06/18	Referee- 7 Games	2071480	52.50	Ward, Ridge
02/15/18	38038	Ward, Ridge	02/06/18	Referee- 4 Games	2071488	30.00	Ward, Ridge
Total 38038:						82.50	
02/22/18	38067	Ward, Ridge	02/19/18	Referee - Multiple Programs	2071480	75.00	Ward, Ridge
Total 38067:						75.00	
02/08/18	38007	WASATCH INTEGRATED WASTE MGMT	01/01/18	Garbage Disposal - Dec 2017	5340492	14,622.40	WASATCH INTEGRATED WASTE MGMT
Total 38007:						14,622.40	
02/08/18	38008	Western Electrical	02/06/18	Completion Bond Refund SWC171205174	1021340	200.00	Western Electrical
Total 38008:						200.00	
02/08/18	38009	WILKINSON SUPPLY	02/01/18	Chainsaw Chain	1070261	14.50	WILKINSON SUPPLY
Total 38009:						14.50	
02/15/18	38039	WILKINSON SUPPLY	01/31/18	Mower Repair	1070250	449.42	WILKINSON SUPPLY
Total 38039:						449.42	
02/22/18	38068	Willdan Energy Solutions	02/13/18	LED Lighting Conversion- Shop	1060260	190.19	Willdan Energy Solutions
02/22/18	38068	Willdan Energy Solutions	02/13/18	LED Lighting Conversion- City Hall	1043262	581.99	Willdan Energy Solutions
02/22/18	38068	Willdan Energy Solutions	02/13/18	LED Lighting Conversion- Fire	1057260	1,332.44	Willdan Energy Solutions
Total 38068:						2,104.62	
02/08/18	38010	Zick, Kaleb	01/22/18	Referee - Multiple Programs	2071488	30.00	Zick, Kaleb
02/08/18	38010	Zick, Kaleb	01/22/18	Referee - Multiple Programs	2071480	75.00	Zick, Kaleb
Total 38010:						105.00	
02/22/18	38069	Zick, Kaleb	02/06/18	Referee - Multiple Programs	2071331	26.25	Zick, Kaleb
02/22/18	38069	Zick, Kaleb	02/06/18	Referee - Multiple Programs	2071480	26.25	Zick, Kaleb
02/22/18	38069	Zick, Kaleb	02/06/18	Referee - Multiple Programs	2071488	60.00	Zick, Kaleb

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38069:						112.50	
02/08/18	38011	Zick, Kegan	01/22/18	Referee - Multiple Programs	2071488	30.00	Zick, Kegan
02/08/18	38011	Zick, Kegan	01/22/18	Referee - Multiple Programs	2071480	78.75	Zick, Kegan
Total 38011:						108.75	
02/22/18	38070	Zick, Kegan	02/06/18	Referee - Multiple Programs	2071480	46.88	Zick, Kegan
02/22/18	38070	Zick, Kegan	02/06/18	Referee - Multiple Programs	2071488	73.13	Zick, Kegan
02/22/18	38070	Zick, Kegan	02/06/18	Referee - Multiple Programs	2071331	26.25	Zick, Kegan
Total 38070:						146.26	
02/15/18	38040	ZIONS BANK PUBLIC FINANCE	02/01/18	Analysis on Business License Fees	1058312	2,810.00	ZIONS BANK PUBLIC FINANCE
02/15/18	38040	ZIONS BANK PUBLIC FINANCE	02/01/18	Analysis on Water Rates	5140312	1,040.00	ZIONS BANK PUBLIC FINANCE
02/15/18	38040	ZIONS BANK PUBLIC FINANCE	02/01/18	Analysis on Sewer Rates	5240312	650.00	ZIONS BANK PUBLIC FINANCE
Total 38040:						4,500.00	
Grand Totals:						268,920.23	

Approval Date: \_\_\_\_\_

City Recorder: \_\_\_\_\_



**Council Meeting Date:** March 13, 2018

**Name:** Mark McRae

**Agenda Item:** #5 RES. 18-17: Approval of Inter-Local Agreement for Dispatch Services

**Objective:** Approve new agreement for dispatch service for fiscal year 2019, beginning July 1, 2018

**Background:** The Davis County Sheriff's Office currently provides dispatch services and emergency dispatch services to the city. These services are provided through their 9-1-1 communications center. This dispatch service is vital to the operations of our Fire Department. The agreement has been reviewed by staff and legal counsel. The annual fee is based on our calls for service using the average of the last five years. The increase in this agreement reflects the city's increase in calls for service.

**Summary:** DCSO provides an important dispatch service to South Weber City

**Committee Recommendation:** NA

**Planning Commission Recommendation:** NA

**Staff Recommendation:** Approve

**Attachments:** Resolution 18-17  
Inter-Local Cooperation Agreement

**Budget Amendment:** None



**SOUTH WEBER CITY**

**RESOLUTION 18-17**

**APPROVAL OF INTER-LOCAL AGREEMENT FOR DISPATCH SERVICES WITH DAVIS  
COUNTY**

**Whereas**, South Weber City has determined that it is in the best interest of the public and for general health, safety and welfare of its citizens that a 9-1-1 emergency telephone service be available; and

**Whereas**, Davis County Sheriff's office operates, maintains and administers a dispatch service within the limits of Davis County and desires to provide services with the City; and

**Whereas**, an inter-local agreement is authorized by the Interlocal Cooperation Act, as set forth in 11-13-102, Utah Code Annotated;

**NOW THEREFORE**, be it resolved by the Council of South Weber City, in the State of Utah, as follows:

**SECTION 1: ADOPTION** "18-17 Approval of The Inter-Local Agreement for Dispatch Services with Davis County" of the South Weber Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

18-17 Approval of The Inter-Local Agreement for Dispatch Services with Davis County (*added*)

NOW THEREFORE, BE IT HEREBY RESOLVED, by the South Weber City Council that the attached Inter-Local Cooperation Agreement for dispatch services between South Weber City and Davis County be approved.

**REPEALER CLAUSE:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Blair Halverson	_____	_____	_____	_____
Kent Hyer	_____	_____	_____	_____
Angie Petty	_____	_____	_____	_____
Merv Taylor	_____	_____	_____	_____
Wayne Winsor	_____	_____	_____	_____

---

Jo Sjoblom, Mayor, South Weber City

Attest

---

Mark McRae, Recorder, South Weber City

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (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 the Utah 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 the 9-1-1 communications center (the "Center") operated by the Davis County Sheriff's Office ("DCSO"), provides dispatch services within the limits of Davis County;
- C. WHEREAS, the City desires to benefit from the services of the County, DCSO, and the Center as specified in this Agreement; and
- D. WHEREAS, the County desires to permit the City to benefit from the services of the County, DCSO, and the Center 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.

- 1.1. The County, through DCSO and the Center, shall provide dispatch services and emergency dispatch services to the City for police, fire, and EMS services twenty-four hours per day, seven days per week, three hundred and sixty-five days per year. These services shall include dispatching appropriate response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing accurate incident reports. These services will be dispatched over the radio, 2-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system.
- 1.2. The County, through DCSO and the Center, will utilize the UCA 800 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- 1.3. The County, through DCSO, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incident.
- 1.4. The County, through DCSO, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- 1.5. The County, through DCSO and the Davis County Human Resources Department, shall have and maintain the sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Center. If the City has any personnel concerns regarding the Center, the City shall address such personnel concerns through the following chain of command: (a) Center Shift Supervisor; (b) Assistant Center Manager; (c) Center Manager; (d) Undersheriff; (e) Sheriff; (f) Human Resources Director; and finally (g) County Commissioner.

#### 2. Equipment.

- 2.1. All equipment located within the Center on or before June 30, 2017 is owned and will continue to be owned by the County (the "County Equipment"). As the owner of the County Equipment, the County shall derive all profits (e.g. revenues from sale,

- replacement, or otherwise) and all losses (e.g. expenses due to maintenance, replacement, or otherwise) regarding the County Equipment.
- 2.2. On or after July 1, 2017, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:
- 2.2.1. Prior to dispatching equipment being connected to the County's dispatching system for use, the entity or entities responsible for such equipment shall provide all requested records relating to the equipment to and obtain written approval from the Davis County Information Systems Director, Utah Communications Authority, the radio vendor (e.g. Motorola), and the County representative responsible for the County's radios;
- 2.2.2. Upon approval as required in Section 2.2.1, it shall be the sole obligation and responsibility of the entity or entities responsible for the dispatching equipment to adequately and reasonably maintain such equipment and be a party to a valid maintenance agreement that covers the maintenance of such equipment;
- 2.2.3. Unless access to the dispatching equipment is necessary due to a bona-fide emergency (e.g. the dispatching equipment fails in a manner that precludes necessary dispatching services from being performed), the entity or entities responsible for the dispatching equipment and/or their employees, agents, contractors, or otherwise shall arrange access to the dispatching equipment with the County, through DCSO and the Center, at least twenty-four (24) hours in advance of the time they desire to gain access to the dispatching equipment. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to the County, through DCSO and the Center, and, upon receiving such notice, the County, through DCSO and the Center, will permit access to the dispatching equipment; and
- 2.2.4. Notwithstanding anything herein to the contrary, the County has no obligation to maintain and shall not be responsible or held responsible for maintenance, replacement, or any other expenses arising from, in connection with, or relating in any way to such dispatching equipment.
3. Compensation. For the 2018 fiscal year (July 1, 2018 through June 30, 2019), the City shall pay the County as follows for the services provided by the County to the City under this Agreement:
- 3.1. Fire Department fees are calculated by the number of calls for each city/agency utilizing a five-year average (See Table Below):

**SOUTH WEBER CITY FIRE**

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Total</u>	<u>5 Year Avg.</u>	<u>Price Per Call</u>	<u>Total (July 2018 - June 2019)</u>
198	208	221	262	303	1102	239	\$29.71	\$7,070.98

- 3.2. Police Department fees are charged per officer (See Table Below): **Only for cities with their own Police Department.**

**POLICE**

<b><u>Officers</u></b>	<b><u>Price Per Officer</u></b>	<b><u>Total (July 2018-June 2019)</u></b>
0	0	0

The City shall pay to the County the obligations set forth in Sections 3.1 and 3.2 of this Agreement in equal monthly payments within thirty calendar days of receipt of a monthly invoice from the County.

4. **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”).
5. **Term of Agreement.** The term of this Agreement shall begin as of July 1, 2018 and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2019 at 11:59 p.m. (the “Term”). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement. Under no circumstances shall the Term of this Agreement extend more than fifty years from July 1, 2017.
6. **Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 6.1. The mutual written agreement of the Parties;
  - 6.2. By either party:
    - 6.2.1. After any material breach of this Agreement; and
    - 6.2.2. 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
    - 6.2.3. 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;
  - 6.3. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the non-terminating party pursuant to the notice provisions of this Agreement; or
  - 6.4. 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.

7. 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 Attn: City Manager 1600 East South Weber Drive South Weber, UT 84405	<u>To the County:</u> Davis County Attn: Chair, Board of County Commissioners P.O. Box 618 Farmington, UT 84025
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8. Indemnification and Hold Harmless.

- 8.1. 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.
- 8.2. 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.
9. 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.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

- 22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
- 23. 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.
- 24. 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.
- 25. 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.

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

SOUTH WEBER CITY

\_\_\_\_\_ Mayor  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder  
Dated: \_\_\_\_\_

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney  
Dated: \_\_\_\_\_

DAVIS COUNTY

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

Dated: \_\_\_\_\_

ATTEST:

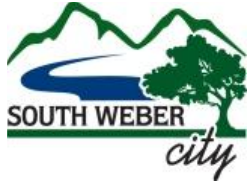
\_\_\_\_\_  
Davis County Clerk/Auditor

Dated: \_\_\_\_\_

Approved as to Form and legality:

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

Dated: \_\_\_\_\_



**Council Meeting Date:** March 13, 2018

**Name:** Mark McRae

**Agenda Item:** #6 RES. 18-18: Disposal of Surplus Property – Playground Equipment

**Objective:** Approve playground equipment removed from Central Park as Surplus Property.

**Background:** When the playground area of Central Park was remodeled, the old playground equipment was removed and stored. New equipment was installed as part of the remodel. The following equipment was removed and has no useful purpose in any of our parks: The playground equipment from central park had 3 slides: one large tube slide, one large spiral slide and one small straight slide. There were 3 platforms connected by 2 monkey bars/overhead climbers. One of the platforms had a spiral climber and the other platform had a chain cargo net. There was a set of 4 foot stairs to get to the lower platform

**Summary:** The used playground equipment is not needed by the city and should be sold, once it is declared surplus.

**Committee Recommendation:** NA

**Planning Commission Recommendation:** NA

**Staff Recommendation:** Approve

**Attachments:** Resolution 18-18

**Budget Amendment:** None

**SOUTH WEBER CITY**

**RESOLUTION 18-18**

**DISPOSAL OF SURPLUS PROPERTY - PLAYGROUND EQUIPMENT**

**Whereas,** South Weber City has determined that it is in the best interest of the public and for general health, safety and welfare of its citizens to dispose of, as surplus property, park playground equipment: 3 slides, 3 platforms connected by 2 monkey bars, a spiral climber, and a chain cargo net.

**Whereas,** there are no liens against said park playground equipment; and

**Whereas,** South Weber City maintains full ownership of said park playground equipment;

**Whereas,** said park playground equipment is to be available for purchase at a reasonable price to any independent consumer;

**Whereas,** the disposal of said park playground equipment is in accordance with the South Weber City disposal and replacement plan;

NOW THEREFORE, BE IT HEREBY RESOLVED, by the South Weber City Council that the aforementioned disposal, as surplus property, of said park playground equipment is adopted, and shall remain in effect unless or until such approval is superseded or modified

**REPEALER CLAUSE:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**AYE      NAY      ABSENT      ABSTAIN**

Blair Halverson

\_\_\_\_\_

Kent Hyer

\_\_\_\_\_

Angie Petty

\_\_\_\_\_

Merv Taylor

\_\_\_\_\_

Wayne Winsor

\_\_\_\_\_

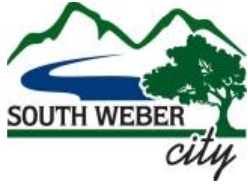
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Jo Sjoblom, Mayor, South Weber City

Attest

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Mark McRae, Recorder, South Weber City



**Council Meeting Date:** March 13, 2018

**Name:** Mark McRae

**Agenda Item:** #7 Presentation by McKay Winkel on proposed RV Resort

**Objective:** Discussion of Mr. Winkel's request to be on the agenda

**Background:** Mr. McKay Winkel has submitted a request to be on the city council agenda. He is considering an RV Resort on Cottonwood Drive, east of the bend as you approach Uintah.

**Summary:** Mr. McKay Winkel wishes to address the city council in an open council meeting.

**Committee Recommendation:** NA

**Planning Commission Recommendation:** NA

**Staff Recommendation:** NA

**Attachments:** City Council Agenda Application

**Budget Amendment:** NA



# South Weber City City Council Agenda Application

1600 East South Weber Drive • South Weber, Utah 84405 • Phone: (801) 479-3177 • Fax: (801) 479-0066

City Council meetings are held the second and fourth Tuesday of each month beginning at 6:00 p.m. and the third Tuesday at 5 p.m. This application must be submitted by 5:00 p.m. eight (8) days prior to the meeting.

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NAME: McKay Winkel

ADDRESS: 3651 N 100 E #125, Provo, UT 84604

PHONE: 801-310-6948

E-MAIL: McKayWinkel@gmail.com

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Date of City Council Meeting you request to be placed on: 2/20/2018

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## **PURPOSE/REASON TO BE ON CITY COUNCIL AGENDA:**

We have a property under contract we would like to develop but it would need some zoning code changes. We have to close on the property before we can take the code changes completely through the process. We would like to gauge interest generally and hear any support, concerns, and general feedback

## **WHAT IS YOUR RECOMMENDATION?**

The property is in a flood plain and has never been able to be developed. We would like to build an RV Resort RVs can be moved if a flood were to come  
RV stays generate 11.32% taxes (same as a hotel) and it would be productive use to City  
To be financially viable, we would need to allow for some extended stays to financially survive the winters

## **CITY DEPARTMENT INPUT:**

SIGNATURE:  DATE: 2/15/2018

This application allows you to be placed on the City Council agenda for items of **discussion** only, no official action will be taken.