

## 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, 14 March 2017** at the **City Council Chambers, 1600 E. South Weber Dr.**, commencing at **6:00 p.m.**

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### WORK MEETING:

**5:00 p.m.** Discussion of agenda items, correspondence, and/or future agenda items

### COUNCIL MEETING:

**6:00 p.m.** PLEDGE OF ALLEGIANCE – Mayor Long  
PRAYER – Council Member Casas  
APPROVAL OF AGENDA  
DECLARATION OF CONFLICT OF INTEREST

#### **1. CONSENT AGENDA:**

- ◆ Approval of February 21, 2017 Meeting Minutes
- ◆ Approval of February 28, 2017 Meeting Minutes
- ◆ Approval of February 28, 2017 Work Meeting Minutes
- ◆ Approval of February 2017 Check Register

#### **QUARTERLY REPORT: Public Works Director**

**6:30 p.m.**

#### **2. ACTION ITEMS:**

- a. **RES 17-11** Final Plat Ferndale Subdivision
- b. **RES 17-12** Interlocal Cooperation Agreement Davis Metro Narcotics Strike Force

**6:50 p.m.**

#### **3. DISCUSSION ITEMS:**

- a. Davis County Sheriff's Office Law Enforcement Agreement
- b. Newsletter Advertising
- c. Budget Committee Meeting Dates & Times

**7:20 p.m.**

#### **4. CITY COUNCIL REPORT(S) ON DESIGNATED RESPONSIBILITIES**

**7:35 p.m.**

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

**7:45 p.m.**

#### **6. 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:

CITY OFFICE BUILDING

EACH MEMBER OF THE GOVERNING BODY

UTAH PUBLIC NOTICE WEBSITE

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

THOSE LISTED ON THE AGENDA

[www.pmn.utah.gov](http://www.pmn.utah.gov)

**DATE: March 9, 2017**

**CITY RECORDER: Elyse Greiner**

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.

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

# SOUTH WEBER CITY COUNCIL WORK MEETING

**DATE OF MEETING:** 21 February 2017

**TIME COMMENCED:** 5:03 p.m.

**PRESENT: MAYOR:**

Tammy Long

**COUNCILMEMBERS:**

Scott Casas (excused)  
Kent Hyer  
Jo Sjoblom  
Merv Taylor (arrived 5:53 pm)  
Wayne Winsor

**CITY MANAGER:**

Tom Smith

**CITY RECORDER:**

Elyse Greiner

**Transcriber:** Minutes transcribed by Michelle Clark

**VISITORS:** Derek Tolman, Roney Ketts, Cathy Bell, Mark Bell, Delene Hyde, Brent Petersen, Cole Fessler, Cheryl Bambrough, LaRae Harper, Halverson, Raelene Miller, and Daren Gardner.

## AGENDA:

Council Member Winsor moved to approve the agenda as written. Council Member Hyer seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, and Winsor voted yes. The motion carried.

Conflict of Interest: None

## ACTION:

Council Member Sjoblom moved to open the public hearing for solicitation for sale of South Weber City owned parcel #13-033-0096, approx. 1.67 acres. Council Member Winsor seconded the motion. Council Members Hyer, Sjoblom, and Winsor voted yes. The motion carried.

## ----- PUBLIC HEARING -----

**Solicitation for sale of SWC owned parcel 13-033-0096, approx. 1.67 acres:** This parcel was not part of the earlier hearings and discussions but was part of the appraisal and is right next to the other two parcels on the S curve on South Weber Dr. It will be added to the solicitation with the other parcels after the public hearing is held.

Mayor Long asked for public comment. There was none.

Council Member Sjoblom moved to close the public hearing for solicitation for sale of South Weber City owned parcel #13-033-0096, approx. 1.67 acres. Council Member Hyer seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, and Winsor voted yes. The motion carried.

----- PUBLIC HEARING CLOSED -----

Council Member Sjoblom moved approve the solicitation for sale of South Weber City owned parcel #13-033-0096, approx. 1.67 acres. Council Member Winsor seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, and Winsor voted yes. The motion carried.

**ORDINANCE 17-01 Adopting SWC Code Title 1, Administration:** Tom said this item was discussed at the City Summit meeting held in January 2017. This code explains and defines roles of the City Manager and Mayor. Mayor Long discussed Section 1.02.010 part 2G. She would like to add that the Mayor signs contracts. Council Member Hyer remembers discussing Tom would do the contracts but the Mayor sign the deeds. Council Member Sjoblom said Mayor Long is usually available to sign contracts, but in the future, there may be a Mayor that isn't as available. Council Member Hyer feels the checks or balances are already in place. Mayor Long is concerned about the elected body being informed. She said the City Attorney also recommended adding contracts. Tom said he has been told otherwise by the City Attorney. Tom said it comes down to efficiency. Mayor Long said there are some definitions that she would like added on page 10 for oppression, malconduct, misfeasance, and malfeasance. Council Member Hyer thanked Doug Ahlstrom for his work on this. Council Member Hyer isn't in favor of changing Section 1.02.010 part 2G. Council Member Winsor agreed. He would suggest adding the definitions and fixing the typo of the code numbers.

Council Member Hyer moved to Ordinance 17-01 Adopting South Weber City Code Title 1, Administration with the addition of adding the definitions to page 10 and changing code numbers to -04 and -05. Council Member Winsor seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, and Winsor voted yes. The motion carried.

**DISCUSSION:**

**Cottonwood Dr.; Mayor Flitton of Uintah City:** Mayor Long said Mayor Flitton was not able to attend tonight.

**6650 S. Improvement Recommendation from Planning Commission:** Tom said the Planning Commission reviewed the recommendation from the Council on dead-ending 6650 S. A public hearing was held and the public (mostly 6650 S. residents) said they didn't want any type of improvement (widening, curb & gutter, etc.) on the road aside from the dead-end. The Commission recommended back to the Council that: 6650 S. be dead-ended with a hammerhead turnaround on the east side of Silver Oak Lane when it is fully installed, the dead-end will be temporary until Old Farm Road is completed to the west and connected to South Weber Dr., and that no other improvements take place at this time on 6650 S. Tom said, keep in mind, in time, improvements will be made to 6650 S. (as per the master plan). Council Member Hyer asked

about the storm water issues. Tom said that was discussed and it wasn't the residents primary concern. Council Member Hyer said if the residents in that area aren't concerned with that then he doesn't see a reason to do the improvements. Council Member Winsor asked if the Planning Commission made a decision as to whether or not the street should be widened to 40' or 50'. He would like a recommendation from them on that. Elyse explained that the developer of the Bambrough subdivision was willing to do some improvements to 6650 S. but the Planning Commission is requesting their subdivision construct a road to 475 E, and since they made that requirement, the developer will not be doing any improvements to 6650 S. Tom said the cost to dead end and install the hammerhead is approximately \$10,000 to \$15,000.

**Council Member Sjoblom moved to open for public comment. Council Member Hyer seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, and Winsor voted yes. The motion carried.**

----- PUBLIC HEARING -----

**Roger Miller, 291 E. 6650 S.,** said there really isn't a winning solution. He doesn't really like the hammerhead in his yard, but he is willing to do this because of the soccer complex. He said he can't guarantee that a vehicle isn't parked in his driveway one hundred percent of the time. Tom said if a fire truck needs to get in there or turn around, they can knock on the Millers door. He said it could present a problem for a garbage truck. Council Member Sjoblom said a garbage truck is smaller. It was stated there are no bus stops that would be affected by this.

**Council Member Hyer moved to close the public comment. Council Member Winsor seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, and Winsor voted yes. The motion carried.**

----- PUBLIC HEARING CLOSED -----

Council Member Winsor said there may be a stray vehicle that will need to use it to turn around. He would like to know what type of improvement and if there is an agreement with Mr. Miller. Roger Miller said he would like concrete to match his driveway. Tom said the City will need to acquire an easement to use Mr. Miller's property. It was suggested that the City staff meet with the Miller's to discuss the improvements and easement. He would also suggest installing signage. Tom said he will find out what type of signage is required. Council Member Winsor would like the Planning Commission to make recommendation whether or not 6650 S. should be widened 40' or 50'. The Council agreed.

**Central Park Playground Equipment:** Council Member Sjoblom reviewed the designs for Central Park playground equipment. She said the swing sets will need to be turned because they currently are not in the fall zone.

**Council Member Taylor arrived at 5:53 p.m.**

Council Member Sjoblom discussed installing the engineered wood fiber. Tom said the wind will blow this out and so each year it will need to be replenished to some degree. Council Member Sjoblom discussed the super nova, large play net, etc. Cost for the engineered wood fiber is \$3,758. Tom discussed getting the labor donated. He said timing is key to get this going

so that it can be completed by Country Fair Days. Discussion took place regarding extending the park to the west, which may create enough space so that the swings don't need to be moved. Council Member Hyer said he can get some scouts to help remove the grass.

### **Fire Department to hire a medical director**

Chief Tolman said 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. He said Doug Ahlstrom, City Attorney, has reviewed the contract.

**Council Member Sjoblom moved to amend the agenda to include the fire department hiring of a medical director as an action item. Council Member Hyer seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, Taylor, and Winsor voted yes. The motion carried.**

**Council Member Winsor moved to allow the Fire Chief to hire a medical director. Council Member Hyer seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, Taylor, and Winsor voted yes. The motion carried.**

### **Fire Department to use Civic Center for storage**

Chief Tolman said 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. We are currently violating NFPA 1851 section 7 paragraph 5. If we move 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. He said individuals can still rent the Family Activity Center. Council Member Hyer said the Civic Center is used for Country Fair Days. Chief Tolman didn't have a problem with allowing the use for Country Fair Days. He said the back door of the Civic Center will need to be replaced.

**Council Member Taylor moved to amend the agenda to make the Fire Department use of Civic Center for storage as an action item. Council Member Sjoblom seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, Taylor, and Winsor voted yes. The motion carried.**

**Council Member Winsor moved to change the use of the Civic Center to storage for the Fire Department. Council Member Taylor seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, Taylor, and Winsor voted yes. The motion carried.**

**Amendment #1 to Interlocal Cooperation Agreement for Animal Control Services with**

Tom said Davis County Animal Control would like to make an amendment to the current contract which would replace Exhibit A. He said the service hasn't changed but the call volume has. He said expenditures for animal care has gone up. He said revenues have gone down. The estimated increase in cost is approximately \$4,400 per year. The Council agreed to put this item on the consent agenda for next week.

**Davis County Employee Background Check Policy**

Tom said the City staff has determined that a background policy needs to be incorporated into the Personnel Policy for procedure in hiring new employees as well as existing employees. The practice is currently taking place in hiring new employees but it is not in policy. Tom suggested there being three criteria: (1) background check for everyone (2) proposed random background check for everyone (3) proposed financial background check for executive employees. He discussed conducting background checks every five years. The Council suggested getting Doug Ahlstrom's input on this.

**Davis County Pre-Disaster Mitigation Plan**

Elyse said last summer, the County drafted and has since approved a Pre-Disaster Mitigation Plan. Each City was expected to participate in the County's plan so they didn't have to create their own. As part of that participation, City staff sat down together to go over some natural disasters that would affect South Weber and some strategies to mitigate them. This information was supplied to the County and is part of their plan. For the City to be able to use the County's plan, the City needs to adopt it as their plan. If adoption doesn't take place, the City will miss out on federal and state funding. Mayor Long requested to put that on the consent agenda for next week. The Council agreed.

**COUNCIL ITEMS:**

**Council Member Winsor:** He has met with Mark and Tom on behalf of the finance committee. They are looking at conducting a quarterly meeting.

**Council Member Hyer:** He reported that the Youth Council attended the Legislature and also listened to guest speakers. He said Country Fair Days donation letters have been sent out. He said fireworks will be purchased as soon as funding comes through with Parsons. Tom reported they have been ordered. Council Member Hyer would like to advertise for volunteers to chair certain events for Country Fair Days in the next City newsletter. Council Member Hyer discussed the list of expectations for Tom Smith. He suggested getting that to Tom as soon as possible.

**Council Member Sjoblom:** She asked if it is possible to go with Morgan Selph, of Play Space. Tom said the procurement policy states that where possible, three bids are to be received. Tom said Brandon Jones can put together the bid. Council Member Sjoblom asked about action items at the work meeting.

**Council Member Taylor:** He reported that signs have been ordered for the hill going down Peachwood that has a blind corner.

**MAYOR’S ITEMS:** She will be attending the COG Meeting on Thursday.

**CITY MANAGER ITEMS:** Tom reported that the newsletter is being revised. He said they are focusing on marketing the Family Activity Center. He said sand bags are available at the Public Works Building for flooding. West Point City is holding an Economic Outlook on Thursday, March 30<sup>th</sup> from 11:45 a.m. to 3:00 p.m. at their City hall. Weber Water Conservancy District is holding an annual customer meeting on March 14<sup>th</sup>. UDOT meeting will be held Monday, April 10<sup>th</sup> from 9-11 am.

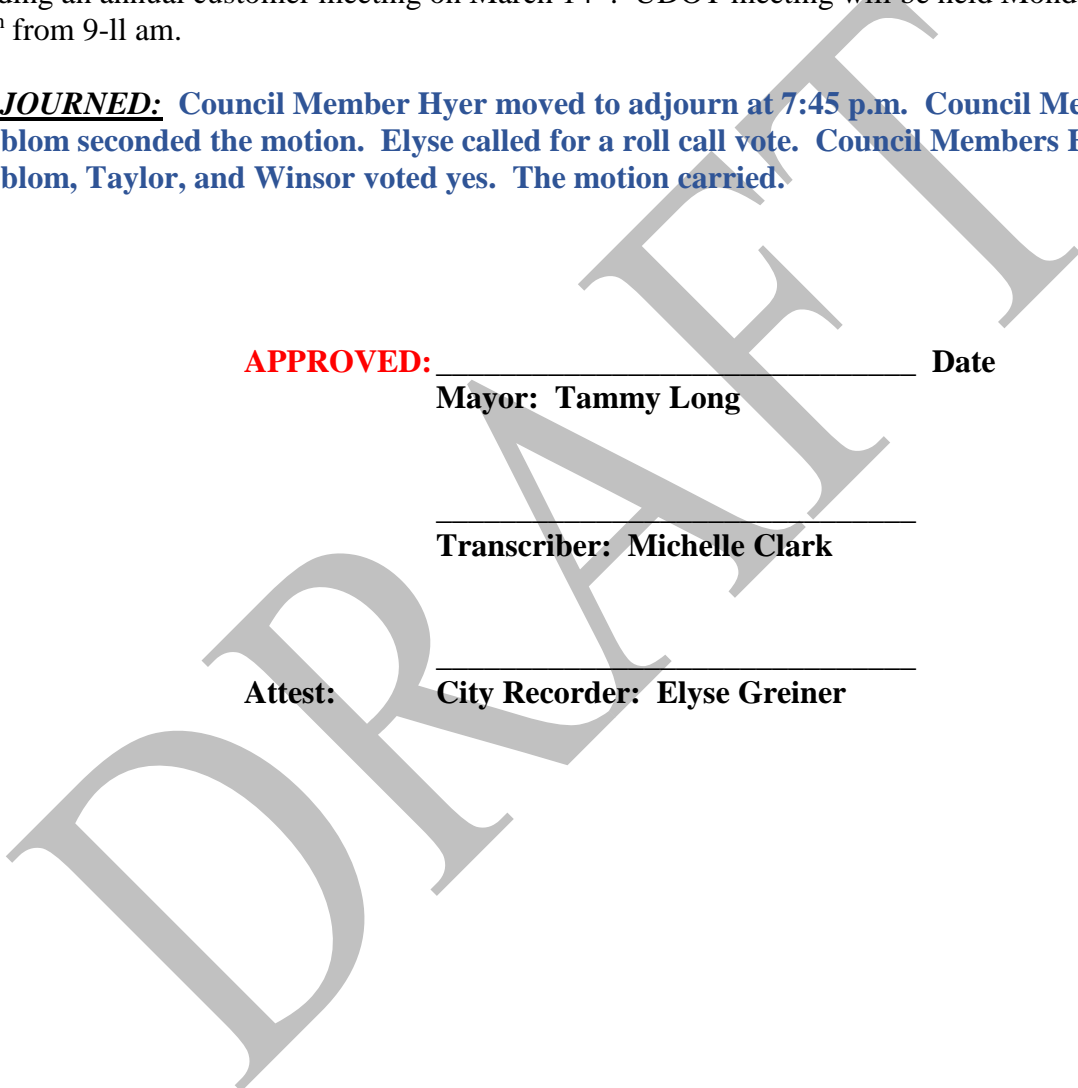
**ADJOURNED:** Council Member Hyer moved to adjourn at 7:45 p.m. Council Member Sjoblom seconded the motion. Elyse called for a roll call vote. Council Members Hyer, Sjoblom, Taylor, and Winsor voted yes. The motion carried.

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

**Mayor: Tammy Long**

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

**Attest:** \_\_\_\_\_  
**City Recorder: Elyse Greiner**



# SOUTH WEBER CITY CITY COUNCIL MEETING

**DATE OF MEETING:** 28 February 2017

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

**PRESENT: MAYOR:**

Tammy Long

**COUNCILMEMBERS:**

Scott Casas  
Kent Hyer  
Merv Taylor  
Jo Sjoblom  
Wayne Winsor

**CITY RECORDER:**

Elyse Greiner

**CITY MANAGER:**

Tom Smith

**Transcriber:** Minutes transcribed by Michelle Clark

**VISITORS:** Dana Shuler, Mark Larsen, Brandon Jones, Susie Becker, Rose & Trace Kenny, LaRae Harper, Cheryl Bambrough, Scott Loerquist, Daren Gardner, Raelene Miller, Curtis & Delene Hyde, Lindsey Stark, Tim Grubb, and Mark Dayton.

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

**PLEDGE OF ALLEGIANCE:** Council Member Winsor

**PRAYER:** Council Member Taylor

**AGENDA:** Council Member Hyer moved to approve the agenda as written. Council Member Sjoblom seconded the motion. Elyse called for the vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.

**CONFLICT OF INTEREST:** None

## **CONSENT AGENDA:**

- Approval of February 7, 2017 Meeting Minutes
- Approval of June 2016 Budget to Actual
- Approval of January 2017 Budget to Actual
- RES 17-06 Amendment #1 to Interlocal Cooperation Agreement for Animal Control Services with Davis County
- RES 17-07 Adopting the Davis County Natural Hazard Pre-Disaster Mitigation Plan
- RES 17-09 Planning Commission Appointment



**Council Member Sjoblom moved to approve the consent agenda. Council Member Taylor seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**ACTION ITEMS:**

**Council Member Sjoblom moved to open the public hearing for Ordinance 17-03. Council Member Casas seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**----- PUBLIC HEARING -----**

**Public Hearing: ORDINANCE 17-03 Adopting an Impact Fee Facilities Plan and Impact Fee Analysis, Including the Weber Basin Water Conservancy District's Water Impact Fee for Culinary Water:** Dana Shuler, of Jones & Associates, gave a brief overview of the Impact Fee Facilities Plan (IFFP). She said it includes: growth projections, service areas, level of service, excess capacity, and future development needs. She said they extract the growth projections for the next ten years. She the population and ERC projections are to 2025. She said the service area includes Cottonwood Drive that is not interconnected with the rest of the system. She then explained the level of service that includes the flowrate and volume. She said the storage facilities volume in 400 gallons/ERC. She said in looking at the excess capacity, the existing residents are using all the sources. She said Reservoir #4 cost is \$2.15 million and is all excess capacity. The existing storage will hold 6,250 ERCs. She then explained the distribution of excess capacity methodology. She said it is impossible to predict exactly where growth will happen over the next 10 years. She said besides infill, development is occurring adjacent to I-84 and near 475 East. She said total project cost is \$820,000. She reviewed the map that identifies the projects.

Susie Becker, from Zions Bank, said the IFFP and IFA are required by law. She reviewed the Impact Fee Analysis (IFA). She said the IFA shows the growth in ERCs. She discussed excess capacity and new development. She said the City has storage of 1.4 MG excess capacity (more than 721 ERCs). She then discussed the impact fee calculation and said the total maximum amount to be collected (before credits for outstanding bond) is \$6,228.05. The calculation is per ERC. Susie reviewed the credits for outstanding bond. She said for 2017 the maximum fee collected per ERC is \$5,538.22 for residential.

Mayor Long asked if there was any public comment. There was none.

**Council Member Winsor moved to close the public hearing for Ordinance 17-03. Council Member Hyer seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**----- PUBLIC HEARING CLOSED -----**

Council Member Hyer said he is grateful that existing residents don't have to pay the higher rate. He is happy to move forward with this. He would like to make sure these studies take place every five years.

**Council Member Hyer moved to approve Ordinance 17-03 Adopting an Impact Fee Facilities Plan and Impact Fee Analysis, Including the Weber Basin Water Conservancy District's Water Impact Fee for Culinary Water. Council Member Winsor seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**6650 S. Dead-End:** Tom said the Planning Commission and City Council have discussed how to address the traffic on 6650 South. He said the recommendation has been to dead end 6650 South. When Silver Oak Lane is developed the dead end will be installed. This is a temporary dead end only. The general plan does display the need to make improvements to 6650 South. Tom explained the signage, installation of red posts, and easement with Roger Miller. Council Member Hyer thanked the Miller family for being so amiable.

**Council Member Taylor moved to approve the dead ending of 6650 South as the Planning Commission has recommended and stated the fact that it is strictly a temporary improvement. Council Member Hyer seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

#### **ORDINANCE 17-01 Adopting SWC Code Title 1, Administration**

**Council Member Winsor moved to approve ORDINANCE 17-01 Adopting SWC Code Title 1, Administration with the amendment to 1.02.020 A.2.G to read "execute all deeds on behalf of the City; and". Council Member Hyer seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

#### **Central Park Playground Equipment**

**Council Member Taylor moved to Central Parke playground equipment. Council Member Casas seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**RES 17-08 Amendment to Personnel Policy; Background Checks:** Council Member Winsor is not comfortable with a random background check for all employees whether they are part-time, seasonal, etc. Council Member Casas agreed. Council Member Winsor suggested taking out the language "random" and replace it with "with cause". Council Member Hyer discussed those employees who are using large sums of money and the need to conduct a financial background check.

**Council Member Winsor moved to approve RESOLUTION 17-08 Amendment to Personnel Policy; Background Checks with the amendment to 3.020 Recruitment section to remove the language "random" and replace it with "with cause", as well as, amend the financial background checks for executive employees by striking out "other random times" and adding "at no more than five year increments". Council Member Hyer seconded the**

**motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**DISCUSSION ITEMS:**

**ORDINANCE 17-02 Amending South Weber City Code Subsections 1.06.020B; 1.06.090E; & 7.01.020A:** Tom said the City code is grossly need of an update. He reviewed 1.06.090 E. Tom reviewed 7.01.020A concerning the time frame for snow removal on sidewalks.

**Council Member Hyer moved to amend the agenda to include Ordinance 17-02 and Resolution 17-10 as action items. Council Member Sjoblom seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**Council Member Taylor moved to approve Ordinance 17-02. Council Member Winsor seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**RESOLUTION 17-10 Amending Consolidated Fee Schedule: Chapter 7: Civic Center**

**Council Member Winsor moved to approve Resolution 17-10. Council Member Taylor seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**2017 Meeting Schedule:** Council Member Sjoblom requested allowing action items for the work meeting since it is an open meeting to the public. Council Member Taylor agreed. Council Member Winsor questioned the need for three meetings a month. Mayor Long questioned the City code requirement for meetings.

**Council Member Sjoblom moved to amend the agenda to include 2017 meeting schedule as an action item. Council Member Hyer seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**Council Member Sjoblom moved to approve the 2017 meeting schedule with the amendment of the third Tuesday being a regular meeting with action items. Council Member Winsor seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, Sjoblom, and Winsor voted yes. The motion carried.**

**COUNCIL ITEMS:**

**Council Member Winsor:** He is working on putting together a financial committee meeting. He said Public Works has done an amazing job with snow removal.

**Council Member Casas:** He reported that there is an abandoned trailer that has been at the park and ride for seven months. Tom said the Public Works Department did look at that but it was

buried in the snow. He said they now have access to it and will work on dismantling it. He said 1250 East a stop sign is missing as well as dead end signs needing to be replaced. He is asking the Councils support to have those signs replaced. The Council agreed to have those signs replaced.

**Council Member Sjoblom:** She stated the City sign is moving forward on the Maverik property. Nate Reeve, resident, is donating his engineering services.

**Council Member Taylor:** He has been working with the code enforcement officer. The Davis County Sheriff’s Department has been patrolling the Peachwood area. He thanked the Public Works Department for snow removal.

**MAYOR’S ITEMS:** She reported the South Davis Sewer District is working with Wasatch Integrated concerning an anaerobic digester.

**CITY RECORDER ITEMS:** It was stated there will be no prayer or pledge on the third Tuesday of the month.

**CITY MANAGER ITEMS:** Tom said he discussed the lack of police presence with the Davis County Sheriff’s Department. He said they discussed policing certain areas as well as certain times of the day. He said as the City grows, the Council will need to look at what options are out there for police coverage. He discussed the safety concerns with Cottonwood Drive. He said this item has been discussed with Mayor Flitton of Uintah. Council Member Casas suggested looking at parking for the trailhead to the improvement of the road. Tom discussed his concerns with how to fund it. He will contact Jones & Associates to get an idea of how much it will cost.

**PUBLIC COMMENTS:**

**Mark Dayton, 7420 S. 1025 E.,** said he has a concern with Lester Drive. He has had two different people interested in purchasing his property. He has told them a road will be extended through his property. He would like to know if the City is going to extend Lester Drive or not.

**ADJOURNED:** Council Member Taylor moved to adjourn the meeting at 7:38 p.m. Council Member Hyer seconded. Elyse called for the vote. Council Members Casas, Hyer, Winsor, Sjoblom, and Taylor voted yes. The motion carried.

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

**Mayor: Tammy Long**

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

**Attest:**

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

# SOUTH WEBER CITY COUNCIL WORK MEETING

**DATE OF MEETING:** 28 February 2017

**TIME COMMENCED:** 5:00 p.m.

**PRESENT: MAYOR:**

Tammy Long

**COUNCILMEMBERS:**

Scott Casas  
Kent Hyer  
Jo Sjoblom  
Merv Taylor  
Wayne Winsor

**CITY MANAGER:**

Tom Smith

**CITY RECORDER:**

Elyse Greiner

**Transcriber:** Minutes transcribed by Michelle Clark

**VISITORS:** Susie Becker, Mark McRae, Dana Shuler, Brandon Jones, and Taylor Walton.

## **CONSENT AGENDA:**

- Approval of February 7, 2017 Meeting Minutes
- Approval of June 2016 Budget to Actual
- Approval of January 2017 Budget to Actual
- RES 17-06 Amendment #1 to Interlocal Cooperation Agreement for Animal Control Services with Davis County
- RES 17-07 Adopting the Davis County Natural Hazard Pre-Disaster Mitigation Plan
- RES 17-09 Planning Commission Appointment

Mayor Long asked if there were any concerns with the minutes. Mayor Long would like added to the 7 February 2017 that the Oath of Office means you are swearing to uphold the laws of the United States. Council Member Casas asked about the Recreation full-time employee budget. Mark McRae explained. No comments on Resolution 17-06. No comments on Resolution 17-07. Council Member Hyer asked about how the Planning Commission position was filled. Mayor Long said that she, Elyse Greiner, and Wes Johnson conducted the interviews. Council Member Sjoblom said Tim Grubb will do a great job.

## **ACTION ITEMS:**

**Public Hearing: ORDINANCE 17-03 Adopting an Impact Fee Facilities Plan and Impact Fee Analysis, Including the Weber Basin Water Conservancy District's Water Impact Fee for Culinary Water:** Dana Shuler, of Jones & Associates, explained the IFFP. She said they looked at growth projections for the next ten years, level of service, excess capacity for storage and distribution. Council Member Casas said the City has approved 100 to 200 building lots and he is concerned about the capacity. Brandon Jones, City Engineer, said those lots are building their own capacity as they come. He said this will take effect 90 days after approval. Dana said they also looked at future development needs. Susie Becker, of Zions Bank, explained the IFA. She said most of

the fee is coming from buying into the excess capacity and little bit in the water distribution system. Susie explained the 2010 water revenue bond and how it relates to the cost of ERC's. Council Member Hyer is concerned because given the statistics, the City is in worse shape than before. Mark McRae agreed. Brandon said with the Weber Basin portion, the new development is paying for the initial source. Tom discussed the need to have an IFFP and IFA every five years.

**6650 S. Dead-End:** Tom said he and Brandon met with Roger Miller concerning an easement on his property. He said the turnaround will be concrete. The signage will include red posts and signs identifying the dead-end street. Brandon said the City is buying an easement from the Millers. Tom said the Millers have been good to work with. He estimated the cost to be approximately \$22,000.

**ORDINANCE 17-01 Adopting SWC Code Title 1, Administration:** Mayor Long asked if anyone has any comments. Tom said Mayor Long requested adding the provision for the Mayor to sign contracts as well as defining some of the language. Council Member Hyer said this is a means of expediency. He thinks everyone is in agreement with that. He said Tom is here every single day and has empowerment of the City. He doesn't agree with how Ordinance 17-01 is currently written. He said he doesn't care what is done in other cities. Council Member Casas feels that by having the Mayor look at the contracts, it creates a check and balance. Council Member Taylor said he thought it was agreed in the work meeting that Tom would sign the contracts. He said what has changed since the work meeting. Council Member Sjoblom brought up what happened with the park and ride and feels it was a mistake that they have learned from. Council Member Winsor discussed Doug Ahlstrom's concerns. He said the vote will need to be unanimous. He suggested the amendment to 1.02.020 A.2.G read "execute all deeds on behalf of the City; and."

**Central Park Playground Equipment:** Council Member Sjoblom said the Council needs to vote on the design of the Central Park playground equipment. She said the area around the swing set will be enlarged. She said Mark Larsen brought up the concerns about getting the scouts involved. Tom said his concern comes because of the track record with scout projects. Council Member Sjoblom said Mark was also concerned with ADA compliant. Tom said it doesn't have to be ADA compliant. Council Member Sjoblom said it needs to be 14" deep, install rocks, and then the bark.

**RES 17-08 Amendment to Personnel Policy; Background Checks:** No discussion on this item

**DISCUSSION ITEMS:**

**ORDINANCE 17-02 Amending South Weber City Code Subsections 1.06.020B; 1.06.090E; & 7.01.020A** No discussion on this item

**RESOLUTION 17-10 Amending Consolidated Fee Schedule: Chapter 7: Civic Center 2017 Meeting Schedule** No discussion on this item

Adjourned at 6:00 p.m.

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

**Mayor: Tammy Long**

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

**Attest:**

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

## Report Criteria:

Report type: GL detail

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/16/17	36629	Ace Recycling & Disposal	11/21/16	Recycle Bin Service - City Hall	1043262	45.00	Ace Recycling & Disposal
Total 36629:						45.00	
02/09/17	36581	Acevedo, Alexis Suzanne	02/02/17	Refund Overpayment	1021350	75.00	Acevedo, Alexis Suzanne
Total 36581:						75.00	
02/02/17	36562	Ahlstrom, Douglas J.	02/02/17	City Attorney Services - Jan. 2017	1043313	3,562.50	Ahlstrom, Douglas J.
Total 36562:						3,562.50	
02/16/17	36630	ALLRED, CHRISTOPHER F	02/07/17	Prosecution Services - Jan. 2017	1042313	600.00	ALLRED, CHRISTOPHER F
Total 36630:						600.00	
02/23/17	36650	Auger, Jaden	02/20/17	Referee - Basketball	2071340	30.00	Auger, Jaden
Total 36650:						30.00	
02/28/17	20170200	BANK OF AMERICA	02/28/17	Merchant Svs Fees	1042550	79.07	BANK OF AMERICA
02/28/17	20170200	BANK OF AMERICA	02/28/17	Merchant Svs Fees	1043550	118.60	BANK OF AMERICA
02/28/17	20170200	BANK OF AMERICA	02/28/17	Merchant Svs Fees	5140550	276.74	BANK OF AMERICA
02/28/17	20170200	BANK OF AMERICA	02/28/17	Merchant Svs Fees	5240550	197.67	BANK OF AMERICA
02/28/17	20170200	BANK OF AMERICA	02/28/17	Merchant Svs Fees	5340550	79.07	BANK OF AMERICA
02/28/17	20170200	BANK OF AMERICA	02/28/17	Merchant Svs Fees	5440550	39.53	BANK OF AMERICA
Total 20170200:						790.68	
02/02/17	36563	Benzley, Brady	02/01/17	To Replace Broken Mailbox	1061411	235.97	Benzley, Brady
Total 36563:						235.97	
02/23/17	36651	Bergman, Alec	02/14/17	Referee - Basketball	2071340	37.50	Bergman, Alec
Total 36651:						37.50	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/16/17	36631	Blomquist Hale Consulting Inc.	02/01/17	EAP Service - Feb. 2017	1043135	130.00	Blomquist Hale Consulting Inc.
Total 36631:						130.00	
02/09/17	36582	BLUE STAKES OF UTAH	01/31/17	Blue Stakes Locator - Jan. 2017	5140250	29.26	BLUE STAKES OF UTAH
Total 36582:						29.26	
02/23/17	36652	BOSLEY, RYAN	02/22/17	Overpayment on Utility Account	0111750	800.00	BOSLEY, RYAN
Total 36652:						800.00	
02/09/17	36583	BOUND TREE MEDICAL LLC	12/30/16	FIRE - Med Supplies, Sharps	1057250	32.03	BOUND TREE MEDICAL LLC
Total 36583:						32.03	
02/09/17	36584	Carroll, William & Jennifer	02/07/17	overpayment on utility account	0111750	97.67	Carroll, William & Jennifer
Total 36584:						97.67	
02/28/17	20170201	CASELLE INC		Software Suuport/Maint.	1042350	38.30	CASELLE INC
02/28/17	20170201	CASELLE INC		Software Suuport/Maint.	1043350	114.90	CASELLE INC
02/28/17	20170201	CASELLE INC		Software Suuport/Maint.	1057350	38.30	CASELLE INC
02/28/17	20170201	CASELLE INC		Software Suuport/Maint.	1060350	38.30	CASELLE INC
02/28/17	20170201	CASELLE INC		Software Suuport/Maint.	1070350	38.30	CASELLE INC
02/28/17	20170201	CASELLE INC		Software Suuport/Maint.	2071350	38.30	CASELLE INC
02/28/17	20170201	CASELLE INC		Software Suuport/Maint.	5140350	114.90	CASELLE INC
02/28/17	20170201	CASELLE INC		Software Suuport/Maint.	5240350	114.90	CASELLE INC
02/28/17	20170201	CASELLE INC		Software Suuport/Maint.	5340350	114.90	CASELLE INC
02/28/17	20170201	CASELLE INC		Software Suuport/Maint.	5440350	114.90	CASELLE INC
Total 20170201:						766.00	
02/16/17	36632	CENTRAL WEBER SEWER IMPR DIST	02/09/17	QUARTERLY SEWER FEE	5240491	107,767.00	CENTRAL WEBER SEWER IMPR DIST
Total 36632:						107,767.00	
02/16/17	36633	CHEMTECH-FORD LABORATORIES	11/28/16	Water System Sample Testing - November	5140490	480.00	CHEMTECH-FORD LABORATORIES



Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 36633:						480.00	
02/09/17	36585	CINTAS CORPORATION	02/03/17	Resupply First Aid Station - City Hall	1043262	7.85	CINTAS CORPORATION
Total 36585:						7.85	
02/02/17	36564	CINTAS CORPORATION LOC180	01/18/17	MATS/TOWELS	1043262	55.61	CINTAS CORPORATION LOC180
02/02/17	36564	CINTAS CORPORATION LOC180	01/18/17	UNIFORMS CLEANED	5240140	17.75	CINTAS CORPORATION LOC180
02/02/17	36564	CINTAS CORPORATION LOC180	01/18/17	UNIFORMS CLEANED	5140140	24.85	CINTAS CORPORATION LOC180
02/02/17	36564	CINTAS CORPORATION LOC180	01/18/17	UNIFORMS CLEANED	5440140	3.55	CINTAS CORPORATION LOC180
02/02/17	36564	CINTAS CORPORATION LOC180	01/18/17	UNIFORMS CLEANED	1060140	17.75	CINTAS CORPORATION LOC180
02/02/17	36564	CINTAS CORPORATION LOC180	01/18/17	UNIFORMS CLEANED	5340140	7.09	CINTAS CORPORATION LOC180
Total 36564:						126.60	
02/02/17	36565	COLONIAL FLAG SPECIALTY CO INC	01/27/17	Flag Rotation - Memorial Park	1070250	127.00	COLONIAL FLAG SPECIALTY CO INC
Total 36565:						127.00	
02/16/17	36634	COLONIAL FLAG SPECIALTY CO INC	02/09/17	Flag Rotatation - City Hall	1043262	37.00	COLONIAL FLAG SPECIALTY CO INC
Total 36634:						37.00	
02/28/17	20170202	COMCAST #8495 44 058 0141797	02/28/17	Monthly Charges - City Hall	1043280	400.92	COMCAST #8495 44 058 0141797
02/28/17	20170202	COMCAST #8495 44 058 0141797	02/28/17	Monthly Charges - Fire Station	1057280	225.11	COMCAST #8495 44 058 0141797
02/28/17	20170202	COMCAST #8495 44 058 0141797	02/28/17	Monthly Charges -Water	5140280	105.86	COMCAST #8495 44 058 0141797
02/28/17	20170202	COMCAST #8495 44 058 0141797	02/28/17	Monthly Charges - Recreation	2071280	307.02	COMCAST #8495 44 058 0141797
Total 20170202:						1,038.91	
02/02/17	36566	Compass Minerals America	01/19/17	Salt for Roads	1061411	1,526.70	Compass Minerals America
02/02/17	36566	Compass Minerals America	01/24/17	Salt for Roads	1061411	2,270.10	Compass Minerals America
Total 36566:						3,796.80	
02/16/17	36635	Cox, Jonathan	02/16/17	Business License Refund	1032100	45.00	Cox, Jonathan
Total 36635:						45.00	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/09/17	36586	Crane, Bruce	02/03/17	Refund Bus. Lic. overpayment	1032100	20.00	Crane, Bruce
Total 36586:						20.00	
02/09/17	36587	CROWN TSHIRTS	01/11/17	Logo Imprint on Shirts	1043140	16.50	CROWN TSHIRTS
Total 36587:						16.50	
02/16/17	36636	DAVIS COUNTY GOVERNMENT	02/15/17	Liquor Law Enforcement	1054321	4,550.72	DAVIS COUNTY GOVERNMENT
02/16/17	36636	DAVIS COUNTY GOVERNMENT	02/07/17	Bailiff Service - Jan. 2017	1042317	325.00	DAVIS COUNTY GOVERNMENT
Total 36636:						4,875.72	
02/28/17	20170203	DAVIS COUNTY RECORDER	02/28/17	Recording Fees	1043610	32.00	DAVIS COUNTY RECORDER
Total 20170203:						32.00	
02/09/17	36580	DAVIS FIRE OFFICERS ASSOCIATION	02/09/17	annual membership	1057210	200.00	DAVIS FIRE OFFICERS ASSOCIATION
Total 36580:						200.00	
02/02/17	36567	DICKSON, JENNIFER	01/31/17	Rental Business License Refund	1032100	30.00	DICKSON, JENNIFER
Total 36567:						30.00	
02/16/17	36637	DMW RECORDER'S ASSOCIATION	02/16/17	2017 ANNUAL MEMBERSHIP DUES	1043210	20.00	DMW RECORDER'S ASSOCIATION
Total 36637:						20.00	
02/23/17	36653	Douglas, Chad & Chelsy	02/21/17	Overpayment on Utility Account	0111750	23.44	Douglas, Chad & Chelsy
Total 36653:						23.44	
02/09/17	36588	DURKS PLUMBING	12/29/16	water PRV repair	1070260	11.95	DURKS PLUMBING
02/09/17	36588	DURKS PLUMBING	01/17/17	Shop Repair	1060260	6.39	DURKS PLUMBING
02/09/17	36588	DURKS PLUMBING	01/23/17	2 Shovels 2 spades for road work	1060250	112.30	DURKS PLUMBING
Total 36588:						130.64	
02/09/17	36589	Dygert, Casey	01/31/17	Referee - Basketball	2071340	15.00	Dygert, Casey

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 36589:						15.00	
02/23/17	36654	EARTHTEC TESTING AND ENGINEER	01/31/17	Testing - Cottonwood Cove Outfall	5240690	821.80	EARTHTEC TESTING AND ENGINEER
Total 36654:						821.80	
02/02/17	36568	EVCO House of Hose	11/22/16	Hose for Backhoe	1060250	106.98	EVCO House of Hose
Total 36568:						106.98	
02/02/17	36569	Fords Inc	01/20/17	Detention Basin / Ray Prop. Appraisal	5440690	4,453.00	Fords Inc
Total 36569:						4,453.00	
02/09/17	36590	FREEDOM MAILING SERVICES, INC	02/02/17	Newsletter & Bills - Jan 2017	5140370	429.01	FREEDOM MAILING SERVICES, INC
02/09/17	36590	FREEDOM MAILING SERVICES, INC	02/02/17	Newsletter & Bills - Jan 2017	5240370	298.44	FREEDOM MAILING SERVICES, INC
02/09/17	36590	FREEDOM MAILING SERVICES, INC	02/02/17	Newsletter & Bills - Jan 2017	5340370	139.89	FREEDOM MAILING SERVICES, INC
02/09/17	36590	FREEDOM MAILING SERVICES, INC	02/02/17	Newsletter & Bills - Jan 2017	5440370	65.29	FREEDOM MAILING SERVICES, INC
Total 36590:						932.63	
02/09/17	36591	GRAINGER	01/17/17	Lock Box - Fire	1057250	33.20	GRAINGER
Total 36591:						33.20	
02/23/17	36655	GRAINGER	01/10/17	Cleaning Supplies	1057240	69.40	GRAINGER
Total 36655:						69.40	
02/16/17	36638	Green Castle	02/02/17	UDot Snow Removal Park & Ride	1070625	5,920.00	Green Castle
Total 36638:						5,920.00	
02/16/17	36639	GRIFFIN FAST LUBE UTAH	02/01/17	City car Serviced	1043251	72.23	GRIFFIN FAST LUBE UTAH
Total 36639:						72.23	
02/23/17	36656	HANSEN & ASSOCIATES	02/07/17	Surveying - Cottonwood Cove Outfall	5240690	602.55	HANSEN & ASSOCIATES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 36656:						602.55	
02/09/17	36592	Hayes, Hunter	01/31/17	Referee - Basketball	2071340	15.00	Hayes, Hunter
Total 36592:						15.00	
02/09/17	36593	HD SUPPLY WATERWORKS	01/27/17	50 insulating blankets for water	5140490	1,118.00	HD SUPPLY WATERWORKS
02/09/17	36593	HD SUPPLY WATERWORKS	01/26/17	Water Meters (6) 3/4 inch	5140490	1,398.30	HD SUPPLY WATERWORKS
Total 36593:						2,516.30	
02/09/17	36594	HERRICK INDUSTRIAL SUPPLY	11/30/16	upside down paint for blue stakes locating	5140490	149.97	HERRICK INDUSTRIAL SUPPLY
Total 36594:						149.97	
02/23/17	36657	HINCKLEASE	02/01/17	Lease Extension 3 Month	1060255	1,056.99	HINCKLEASE
02/23/17	36657	HINCKLEASE	02/01/17	Lease Extension 3 Month	1070255	1,056.99	HINCKLEASE
Total 36657:						2,113.98	
02/02/17	36570	INFOBYTES, INC.	01/25/17	City Website Maintenance - Feb. 2017	1043370	334.14	INFOBYTES, INC.
Total 36570:						334.14	
02/09/17	36595	Intermountain Gym Repair	01/18/17	Equipment Repair	2071241	478.46	Intermountain Gym Repair
Total 36595:						478.46	
02/09/17	36596	INTERSTATE BILLING SERVICE	01/09/17	light bar repair new Int'l dump	1060250	3.28	INTERSTATE BILLING SERVICE
02/09/17	36596	INTERSTATE BILLING SERVICE	01/16/17	air filter and clamp for dump truck	1060250	119.86	INTERSTATE BILLING SERVICE
02/09/17	36596	INTERSTATE BILLING SERVICE	01/19/17	fuel filter and oil for 7400 dump truck	1060250	251.18	INTERSTATE BILLING SERVICE
Total 36596:						374.32	
02/16/17	36640	INTERSTATE BILLING SERVICE	01/27/17	Dump Truck Repair	1060250	147.03	INTERSTATE BILLING SERVICE
Total 36640:						147.03	
02/09/17	36597	Interstate Companies, Inc.	11/18/16	no dumping sign Cyn Meadows park	1060410	29.06	Interstate Companies, Inc.

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 36597:						29.06	
02/16/17	36641	JACK'S TIRE AND OIL-OGDEN	12/27/16	Backhoe Tire Repair	1060250	58.00	JACK'S TIRE AND OIL-OGDEN
Total 36641:						58.00	
02/09/17	36598	Jeske, Colton	01/31/17	Referee - Basketball	2071340	18.75	Jeske, Colton
Total 36598:						18.75	
02/23/17	36658	Jeske, Colton	02/21/17	Referee - Basketball	2071340	18.75	Jeske, Colton
Total 36658:						18.75	
02/02/17	36571	Jody Dickamore	01/31/17	Civic Center Deposit Refund	1034250	200.00	Jody Dickamore
Total 36571:						200.00	
02/09/17	36599	JOHNSON ELECTRIC	01/18/17	light pole repair 5 locations	1060271	1,490.64	JOHNSON ELECTRIC
Total 36599:						1,490.64	
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Jan 2017 GIS - Zoning Map	5140312	36.50	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Misc - General Info Related to Potential Develo	1043312	348.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	6650 S Improvement Study	1060312	808.50	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	1250 E Street Reconstruction - Final Design	1060312	484.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	2016 Cap Fac Plan - Culinary Water (IFFP)	2640760	734.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	2016 Cap Fac Plan - Culinary Water (IFA)	2640760	318.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Westside Water Reservoir Project - Phase 2	5140312	496.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	General Storm Water Compliance	5440312	46.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Davis Co Storm Water Coalition	5440312	92.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Heather Cove Storm Drain Project	5240690	403.50	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Storm Water 2016 Cap Fac Plan (CFP)	2140490	70.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	2016 Sewer Outfall Replacement Project	5240690	3,441.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	2016 Cap Fac Plan - Sanitary Sewer	2140490	3,188.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Misc - General Engineering Assistance	1043312	665.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Misc - General city Council Meeting - Planning a	1043312	55.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Misc - City Standards Update	1043312	1,211.25	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Misc - GRAMMA Requests	1043312	55.00	JONES AND ASSOCIATES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Misc - Commercial Development Potential - Eas	1043312	768.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Misc - City Council Retreat	1043312	3,195.50	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Bowman Old Farm Estates - Development Revi	1043319	367.50	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Riverside Place - Development Reviews	1043319	362.50	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Old Maple Farms - Development Reviews	1043319	3,627.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Ferndale - Development Reviews	1043319	220.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Bambrough Property - Development Reviews	1043319	550.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	Weaver Estates - Development Reviews	1043319	55.00	JONES AND ASSOCIATES
02/16/17	36642	JONES AND ASSOCIATES	02/01/17	SW Valley Estates - Development Reviews	1043319	27.50	JONES AND ASSOCIATES
Total 36642:						21,624.75	
02/09/17	36600	Judkins, Jacob	02/01/17	Copy Paper	1057240	15.97	Judkins, Jacob
Total 36600:						15.97	
02/23/17	36659	Judkins, Jacob	02/14/17	AA Batteries	1057240	43.65	Judkins, Jacob
Total 36659:						43.65	
02/23/17	36660	Kap, Hallestyn	02/14/17	Referee - Basketball	2071340	15.00	Kap, Hallestyn
Total 36660:						15.00	
02/09/17	36601	KASTLE ROCK EXCAVATING INC	12/13/16	Water Leak Repair 1250 E	5140490	150.00	KASTLE ROCK EXCAVATING INC
Total 36601:						150.00	
02/16/17	36643	KHSA	01/01/17	Audit Questions & Copies	1043312	125.00	KHSA
Total 36643:						125.00	
02/02/17	36572	Kirk Mobile Repair Inc	01/20/17	Brake Repair - Truck #8 Snowplow	1060250	1,194.42	Kirk Mobile Repair Inc
02/02/17	36572	Kirk Mobile Repair Inc	01/22/17	Hydraulic Hose Repair - Truck #8 Snowplow	1060250	396.19	Kirk Mobile Repair Inc
Total 36572:						1,590.61	
02/09/17	36602	L N CURTIS	01/26/17	Turnout Repair	1057250	160.04	L N CURTIS

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 36602:						160.04	
02/23/17	36661	L N CURTIS	02/14/17	Hood Carbon Shield (10)	1057250	386.89	L N CURTIS
Total 36661:						386.89	
02/09/17	36603	Lamb, Alexander	01/31/17	Referee - Basketball	2071340	128.00	Lamb, Alexander
Total 36603:						128.00	
02/23/17	36662	Lamb, Alexander	02/09/17	Referee - Basketball	2071340	176.00	Lamb, Alexander
Total 36662:						176.00	
02/09/17	36604	Legend Solar	02/03/17	Completion Bond - SWC161012143	1021340	200.00	Legend Solar
Total 36604:						200.00	
02/02/17	36573	Linda Mora	01/31/17	Rental Business License Refund	1032100	30.00	Linda Mora
Total 36573:						30.00	
02/09/17	36605	LOWES PROX	12/27/16	Mail Box Repair	1061411	44.61	LOWES PROX
02/09/17	36605	LOWES PROX	01/17/17	Duraflame Cabinet Heater	1043262	104.47	LOWES PROX
Total 36605:						149.08	
02/09/17	36606	Malan, Brigg	01/25/17	Referee - Basketball	2071340	138.75	Malan, Brigg
Total 36606:						138.75	
02/23/17	36663	Malan, Brigg	02/06/17	Referee - Basketball	2071340	146.25	Malan, Brigg
Total 36663:						146.25	
02/09/17	36607	MARK IT PROMOTIONS	09/09/16	3 on 3 Baskball T-Shirts (15)	2572502	75.90	MARK IT PROMOTIONS
Total 36607:						75.90	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/09/17	36608	Marriott Construction	01/23/17	Deliver Salt	1061411	840.56	Marriott Construction
02/09/17	36608	Marriott Construction	01/25/17	SALT Delivery	1061411	1,115.77	Marriott Construction
Total 36608:						1,956.33	
02/09/17	36609	MOUNT OLYMPUS	01/28/17	Water Cooler at City Hall	1043262	16.65	MOUNT OLYMPUS
Total 36609:						16.65	
02/02/17	36574	OFFICE DEPOT	01/17/17	Toner, Folders, and Pens	1043240	150.89	OFFICE DEPOT
Total 36574:						150.89	
02/23/17	36664	OFFICE DEPOT	02/10/17	Copy Paper	1043240	137.16	OFFICE DEPOT
02/23/17	36664	OFFICE DEPOT	02/14/17	Copy Paper, Sheet Protectors	1043240	75.10	OFFICE DEPOT
Total 36664:						212.26	
02/09/17	36610	Olds, Paul H.	02/08/17	Pub Defender case 161400035 M Hendricks	1042313	200.00	Olds, Paul H.
Total 36610:						200.00	
02/09/17	36611	ORAM, DAVE	02/05/17	glass and labor snowplow repair	1061411	513.15	ORAM, DAVE
Total 36611:						513.15	
02/09/17	36612	OREILLY AUTOMOTIVE, INC.	02/03/17	drain pan, cleaner for shop	1060260	60.65	OREILLY AUTOMOTIVE, INC.
Total 36612:						60.65	
02/16/17	36644	OREILLY AUTOMOTIVE, INC.	01/03/17	Wipers - Jackson's Truck	1070250	31.43	OREILLY AUTOMOTIVE, INC.
02/16/17	36644	OREILLY AUTOMOTIVE, INC.	01/06/17	Maintenance - Jason's Truck	1058250	64.61	OREILLY AUTOMOTIVE, INC.
02/16/17	36644	OREILLY AUTOMOTIVE, INC.	01/17/17	Maintenance - Jason's Truck	1058250	68.96	OREILLY AUTOMOTIVE, INC.
Total 36644:						165.00	
02/09/17	36613	PEHP LTD PAYMENTS	02/02/17	LTD Premium - 12/16/16 to01/22/17	1043135	295.82	PEHP LTD PAYMENTS
Total 36613:						295.82	



Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/02/17	36575	PERRY HOMES	01/31/17	Completion Bond - SWC 160822114	1021340	500.00	PERRY HOMES
Total 36575:						500.00	
02/23/17	36665	PERRY HOMES	02/22/17	Completion Bond - SWC 160922130	1021340	500.00	PERRY HOMES
Total 36665:						500.00	
02/09/17	36614	Post Asphalt & Construction	01/31/17	Water Leak 1168 Cyn Drive	5140490	1,100.00	Post Asphalt & Construction
Total 36614:						1,100.00	
02/28/17	20170204	QUESTAR GAS COMPANY	02/28/17	Gas - Rec Shed, 1327 E	2071270	60.98	QUESTAR GAS COMPANY
02/28/17	20170204	QUESTAR GAS COMPANY	02/28/17	Gas - Pump Stn., 1591 E.	5140270	7.16	QUESTAR GAS COMPANY
02/28/17	20170204	QUESTAR GAS COMPANY	02/28/17	Gas - City Hall, 1600 E.	1043270	223.99	QUESTAR GAS COMPANY
02/28/17	20170204	QUESTAR GAS COMPANY	02/28/17	Gas - Shop, 1721 E.	1060260	1,784.96	QUESTAR GAS COMPANY
02/28/17	20170204	QUESTAR GAS COMPANY	02/28/17	Gas - Pump, 2701 E.	5140270	77.49	QUESTAR GAS COMPANY
02/28/17	20170204	QUESTAR GAS COMPANY	02/28/17	Gas - Fire Station, 7355 S	1057270	1,310.09	QUESTAR GAS COMPANY
Total 20170204:						3,464.67	
02/09/17	36615	Richens, Charlene	02/03/17	Refund - Bus Lic overpayment	1032100	20.00	Richens, Charlene
Total 36615:						20.00	
02/16/17	36645	ROBINSON WASTE SERVICES INC	02/01/17	Park & Ride Collection - Feb. 2017	1070625	42.08	ROBINSON WASTE SERVICES INC
02/16/17	36645	ROBINSON WASTE SERVICES INC	01/31/17	Garbage collection service - Jan. 2017	5340492	9,918.36	ROBINSON WASTE SERVICES INC
Total 36645:						9,960.44	
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #36 Street Light	1060271	24.88	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #39 Street Light	1060271	9.24	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #1 VM Shop	1060260	307.16	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #2 City Hall	1043270	218.35	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #3 School Crossing	1060271	10.97	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #4 School Crossing	1060271	10.97	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #5 Cherry Farms Sprnklr	1070270	14.60	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #6 Cedar Loop Park	1070270	11.45	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #7 Sewer Lift Station	5240270	44.97	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #8 Cherry Farms Park	1070270	94.47	ROCKY MOUNTAIN POWER

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #10 Hwy 89 Pump	5140270	430.86	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #11 Looock Park	1070270	11.45	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #12 Civic Center	1043270	49.09	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #13 Rec Shed	2071270	51.98	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #14 Street Lights	1060271	14.47	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #15 Street Lights	1060271	1,606.23	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #16 Street Lights	1060271	208.53	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #17 Street Lights	1060271	30.35	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #18 Street Lights	1060271	69.48	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #19 Street Lights	1060271	343.30	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #20 Street Lights	1060271	142.88	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #21 East End Wtr Tank	5140270	12.42	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #22 2020 E Hldng Pond	5440270	11.56	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #24 Cedar Cove Park	1070270	17.14	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - # 31 City Well	5140270	232.10	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #26 Fire Station	1057270	324.43	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #27 Bowery	1070270	16.29	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #28 Cedar Cove Park	1070270	91.81	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - #29 Byram Park	1070270	11.45	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - Easton Pond	1070270	108.64	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - Layton Pumpstation	5140270	410.29	ROCKY MOUNTAIN POWER
02/28/17	20170205	ROCKY MOUNTAIN POWER	02/05/17	Power - Old Fort Sprnklr	1070270	11.21	ROCKY MOUNTAIN POWER
Total 20170205:						4,953.02	
02/09/17	36616	Rosier, Zachary	01/25/17	Referee - Basketball	2071340	150.00	Rosier, Zachary
Total 36616:						150.00	
02/23/17	36666	Rosier, Zachary	02/21/17	Referee - Basketball	2071340	255.00	Rosier, Zachary
Total 36666:						255.00	
02/09/17	36617	Schow, Brock	01/31/17	Referee - Basketball	2071340	101.25	Schow, Brock
Total 36617:						101.25	
02/23/17	36667	Schow, Brock	02/21/17	Referee - Basketball	2071340	120.00	Schow, Brock

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 36667:						120.00	
02/23/17	36668	Skeen, Todd	02/06/17	Referee - Basketball	2071340	64.00	Skeen, Todd
Total 36668:						64.00	
02/09/17	36618	Solar Installs	02/03/17	Completion Bond - SWC170106001	1021340	200.00	Solar Installs
Total 36618:						200.00	
02/09/17	36619	Spiva, Payton	01/31/17	Referee - Basketball	2071340	33.75	Spiva, Payton
Total 36619:						33.75	
02/23/17	36669	Spiva, Payton	02/07/17	Referee - Basketball	2071340	18.75	Spiva, Payton
Total 36669:						18.75	
02/09/17	36620	Staker Parson Companies	01/31/17	Road patch water leak	5140490	465.00	Staker Parson Companies
Total 36620:						465.00	
02/16/17	36646	Staker Parson Companies	02/08/17	Sand for Sand Bags	5440493	152.87	Staker Parson Companies
Total 36646:						152.87	
02/23/17	36670	Staker Parson Companies	02/17/17	Final Pmt - Street Main	1061425	15,660.86	Staker Parson Companies
Total 36670:						15,660.86	
02/09/17	36621	STAT PADS, LLC	11/01/16	Materials & Supplies	2071241	105.00	STAT PADS, LLC
Total 36621:						105.00	
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	PW 1 Mark	1070256	79.25	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	PW 1 Mark	5140250	79.25	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	PW5 Jackson	1070256	103.17	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	003 Bryan	5140256	297.34	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	PW Misc Jason	1058256	175.67	STATE OF UTAH GASCARD

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	PW Misc Jason	5440250	75.29	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	156889 Zach	1070256	108.87	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	156889 Zach	1060250	72.58	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	008 2002 Dump	1061256	966.43	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	007 2015 Dump	1061256	699.43	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	10 Backhoe	1061256	125.30	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	E-1 Fire	1057256	107.85	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	SQ-5 Fire	1057256	126.40	STATE OF UTAH GASCARD
02/09/17	36622	STATE OF UTAH GASCARD	02/03/17	181398 Park Gas Can	1070256	806.57-	STATE OF UTAH GASCARD
Total 36622:						2,210.26	
02/16/17	36647	TOM RANDALL DISTRIBUTING	02/10/17	Blue Def. for Disedl Truck	1060250	114.40	TOM RANDALL DISTRIBUTING
Total 36647:						114.40	
02/02/17	36576	UPPERCASE PRINTING, INK	01/26/17	Newsletter - Feb. 2017	5140370	78.66	UPPERCASE PRINTING, INK
02/02/17	36576	UPPERCASE PRINTING, INK	01/26/17	Newsletter - Feb. 2017	5240370	55.94	UPPERCASE PRINTING, INK
02/02/17	36576	UPPERCASE PRINTING, INK	01/26/17	Newsletter - Feb. 2017	5340370	17.48	UPPERCASE PRINTING, INK
02/02/17	36576	UPPERCASE PRINTING, INK	01/26/17	Newsletter - Feb. 2017	5440370	22.72	UPPERCASE PRINTING, INK
Total 36576:						174.80	
02/28/17	20170206	US BANK	02/28/17	Water Bond Payment	5112900	17,950.00	US BANK
Total 20170206:						17,950.00	
02/15/17	10803224	US Bank - Visa Payment	01/13/17	Cleaning Supplies	2071241	21.94	Walmart
02/15/17	10803224	US Bank - Visa Payment	01/13/17	Food - Summit	1041230	22.01	Walmart
02/15/17	10803224	US Bank - Visa Payment	01/24/17	Food - Summit	1041230	34.90	SAM'S CLUB
02/15/17	10803224	US Bank - Visa Payment	01/23/17	DMWRA Luncheon	1043230	21.65	Generic Travel Restaurant
02/15/17	10803224	US Bank - Visa Payment	01/07/17	Employee Shirts	1043140	449.80	Lands End Business Outfitters
02/15/17	10803224	US Bank - Visa Payment	01/13/17	Paper Products for Breakroom	1043240	76.01	COSTCO WHOLESALE
02/15/17	10803224	US Bank - Visa Payment	01/18/17	Replacement Wifi for Shops	1060250	199.00	GovConnection Inc
02/15/17	10803224	US Bank - Visa Payment	01/18/17	Replacement Wifi for Fire Station	1057250	199.00	GovConnection Inc
02/15/17	10803224	US Bank - Visa Payment	01/14/17	Summit Dinner	1041230	802.25	Generic Travel Restaurant
02/15/17	10803224	US Bank - Visa Payment	01/18/17	Local Officers Day - registration	1041230	320.00	UTAH LEAGUE OF CITIES
02/15/17	10803224	US Bank - Visa Payment	01/10/17	AA Batteries	1057250	19.27	BATTERIES PLUS
02/15/17	10803224	US Bank - Visa Payment	01/13/17	Summit Lunch	1041230	138.65	SAM'S CLUB
02/15/17	10803224	US Bank - Visa Payment	01/21/17	Office Supplies	1057240	67.82	STAPLES ADVANTAGE

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/15/17	10803224	US Bank - Visa Payment	01/24/17	Name Shields for Helmets	1057450	139.58	Paul Conway Shields
02/15/17	10803224	US Bank - Visa Payment	01/04/17	Annual Conf. Reg. - Wageman	5140230	260.00	RURAL WATER ASSN OF UTAH
02/15/17	10803224	US Bank - Visa Payment	01/12/17	Job Drinks	1060230	16.93	Maverik
02/15/17	10803224	US Bank - Visa Payment	01/13/17	Annual Conf. Reg. - Larsen	1058230	300.00	UTAH CHAPTER ICC
02/15/17	10803224	US Bank - Visa Payment	01/13/17	Car Rental - Bldg Insp. Training	1058230	254.78	Expedia.com
02/15/17	10803224	US Bank - Visa Payment	01/13/17	Hotel - Bldg Insp. Training	1060230	554.09	Expedia.com
02/15/17	10803224	US Bank - Visa Payment	01/13/17	Airfare - Bldg Insp. Training	1058230	195.40	Generic Travel Fuel
02/15/17	10803224	US Bank - Visa Payment	01/19/17	Safety Lunch	1060230	56.03	Generic Travel Restaurant
Total 108032240:						4,149.11	
02/09/17	36623	Utah Basement	02/06/17	Completion Bond - SWC161005139	1021340	200.00	Utah Basement
Total 36623:						200.00	
02/02/17	36577	UTAH COMMUNICATIONS AUTHORITY	11/30/16	Monthly Radio Fee: PW Nov. 2016	1060370	186.00	UTAH COMMUNICATIONS AUTHORITY
Total 36577:						186.00	
02/09/17	36624	UTAH COMMUNICATIONS AUTHORITY	11/30/16	Monthly Radio Fee - Fire Nov. 2016	1057370	627.75	UTAH COMMUNICATIONS AUTHORITY
Total 36624:						627.75	
02/23/17	36671	Utah GFOA	02/17/17	Annual Membership	1043210	50.00	Utah GFOA
Total 36671:						50.00	
02/02/17	36578	UTAH STATE TREASURER	02/01/17	court Surcharge Remittance - Jan. 2017	1042980	4,059.18	UTAH STATE TREASURER
Total 36578:						4,059.18	
02/09/17	36625	Vanguard Cleaning Systems of Utah	02/01/17	Janitorial services - Feb. 2017	1043262	245.00	Vanguard Cleaning Systems of Utah
Total 36625:						245.00	
02/16/17	36648	VERIZON WIRELESS	02/08/17	PW air card	5140280	57.20	VERIZON WIRELESS
Total 36648:						57.20	
02/09/17	36626	Vision Solar	02/06/17	Completion Bond - SWC160830115	1021340	200.00	Vision Solar

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/09/17	36626	Vision Solar	02/03/17	Completion Bond - SWC161003135	1021340	200.00	Vision Solar
Total 36626:						400.00	
02/09/17	36627	Vivint Solar	02/06/17	Completion Bond - SWC161205179	1021340	200.00	Vivint Solar
Total 36627:						200.00	
02/23/17	36672	WAGEMAN, BRYAN	02/21/17	Per Diem Rural Water Use Training	5140230	595.35	WAGEMAN, BRYAN
Total 36672:						595.35	
02/09/17	36628	WASATCH INTEGRATED WASTE MGMT	01/01/17	Garbage Disposal - Dec. 2016	5340492	14,378.00	WASATCH INTEGRATED WASTE MGMT
Total 36628:						14,378.00	
02/16/17	36649	WENDT, THADDEUS	02/14/17	Public Defender Fee: Case 161400004 Ryan Ja	1042313	100.00	WENDT, THADDEUS
Total 36649:						100.00	
02/02/17	36579	WHITAKER CONSTRUCTION CO., INC	01/23/17	Sewer Outfall Project - Pmt. #2	5240690	193,247.57	WHITAKER CONSTRUCTION CO., INC
Total 36579:						193,247.57	
02/23/17	36673	WHITAKER CONSTRUCTION CO., INC	02/21/17	Sewer Outfall Project - Pmt. #3	5240690	100,814.95	WHITAKER CONSTRUCTION CO., INC
Total 36673:						100,814.95	
02/28/17	20170209	Xpress Bill Pay	02/01/17	ONLINE PMT CHARGES	5140370	265.42	Xpress Bill Pay
02/28/17	20170209	Xpress Bill Pay	02/01/17	ONLINE PMT CHARGES	5240370	184.64	Xpress Bill Pay
02/28/17	20170209	Xpress Bill Pay	02/01/17	ONLINE PMT CHARGES	5340370	86.55	Xpress Bill Pay
02/28/17	20170209	Xpress Bill Pay	02/01/17	ONLINE PMT CHARGES	5440370	40.39	Xpress Bill Pay
Total 20170209:						577.00	
02/28/17	20170207	ZIONS BANK - SVS & TRANSACTION FEE	02/28/17	Banking Fees	1042550	20.62	ZIONS BANK - SVS & TRANSACTION FEES
02/28/17	20170207	ZIONS BANK - SVS & TRANSACTION FEE	02/28/17	Banking Fees	1043550	20.62	ZIONS BANK - SVS & TRANSACTION FEES
02/28/17	20170207	ZIONS BANK - SVS & TRANSACTION FEE	02/28/17	Banking Fees	1057550	20.62	ZIONS BANK - SVS & TRANSACTION FEES
02/28/17	20170207	ZIONS BANK - SVS & TRANSACTION FEE	02/28/17	Banking Fees	1060550	20.62	ZIONS BANK - SVS & TRANSACTION FEES
02/28/17	20170207	ZIONS BANK - SVS & TRANSACTION FEE	02/28/17	Banking Fees	1070550	20.62	ZIONS BANK - SVS & TRANSACTION FEES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/28/17	20170207	ZIONS BANK - SVS & TRANSACTION FEE	02/28/17	Banking Fees	2071550	20.62	ZIONS BANK - SVS & TRANSACTION FEES
02/28/17	20170207	ZIONS BANK - SVS & TRANSACTION FEE	02/28/17	Banking Fees	5140550	144.33	ZIONS BANK - SVS & TRANSACTION FEES
02/28/17	20170207	ZIONS BANK - SVS & TRANSACTION FEE	02/28/17	Banking Fees	5240550	82.48	ZIONS BANK - SVS & TRANSACTION FEES
02/28/17	20170207	ZIONS BANK - SVS & TRANSACTION FEE	02/28/17	Banking Fees	5340550	41.24	ZIONS BANK - SVS & TRANSACTION FEES
02/28/17	20170207	ZIONS BANK - SVS & TRANSACTION FEE	02/28/17	Banking Fees	5440550	20.62	ZIONS BANK - SVS & TRANSACTION FEES
Total 20170207:						412.39	
Grand Totals:						554,277.47	


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

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

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**MEMORANDUM**

TO: South Weber City Mayor and Council

FROM: Brandon K. Jones, P.E.  
South Weber City Engineer 

CC: Tom Smith – South Weber City Manager  
Elyse Greiner – South Weber City Recorder  
Mark Larsen – South Weber City Public Works Director

RE: **FERNDALE SUBDIVISION**  
**Final Review to City Council**

Date: March 9, 2017

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Our office has completed a review of the Final Plat and Improvement Plans submitted to us, received on February 27, 2017. We recommend approval, subject to the following items being addressed prior to construction and recording of the plat.

**GENERAL**

1. Although we have received a Will Serve Letter, the plans need to be submitted to the South Weber Water Improvement District and approved. We need a letter indicating their approval of the proposed improvements in the plans.

**PLAT**

2. The following addresses need to be added:
  - a. Lot 1 – 938 East; Lot 2 – 960 East; Lot 3 – 970 East
3. To avoid any confusion, we recommend that the “10’ Utility Easement” shown inside the “25’ Drainage Easement” be removed and shown as one overall easement, labeled “25’ Utility and Drainage Easement.”
4. The following note needs to be added: *“The Retention Basins, along with the associated piping and structures, located in the 25’ Utility and Drainage Easements on Lots 1 and 2 shall be maintained by the individual owners of those lots. South Weber City maintains the right to access the property and repair, reconstruct, regrade, or replace any element of the basins, piping or structures if not working properly.”*
5. The reference to “1’ Holding Strip” should be removed and replaced with the current owners of the property.
6. The Certificate of Surveyor still references 2 lots. It should be updated to 3 lots.



**IMPROVEMENT PLANS**

7. There is currently no curb and gutter or sidewalk on 925 East and the existing ROW between the Dan Shupe and Jason Poll Subdivisions is 50'. It is our understanding that deferral agreements have been signed by the home owners in this section. These improvements can be constructed when the City feels they are needed.
  - a. We would recommend the future cross section of the 50' ROW portion of the road to be: 33' asphalt (16.5' half width), 2.5' curb and gutter, 6' sidewalks (against the back of curb). All utilities (fire hydrants, water meters, etc.) would be located in the 10' PUE behind the sidewalk. A cross section with these dimensions should be added to Sheet 2 of the improvement plans.
  - b. In order to match the future asphalt width on 925 East, we recommend that the proposed curb and gutter be shifted 1.5' west.
  - c. The sidewalk should be transitioned to the back of curb at the north end of Lot 1. We recommend that this transition occur between Sta. 10+75 to Sta. 11+00.

# RESOLUTION 17-11

## A RESOLUTION BY THE SOUTH WEBER CITY COUNCIL APPROVING FINAL PLAT: FERNDALE SUBDIVISION

**WHEREAS**, the South Weber City Planning Commission held a public hearing on Ferndale Subdivision December 8, 2016, and at public meeting subsequent thereto has reviewed the final plat for the Ferndale Subdivision, which is located near the northeast corner of the intersection of 925 E. and 7375 S., and have given a favorable recommendation to approve; and

**WHEREAS**, after a review by staff of the Ferndale Subdivision plat and plans, staff has determined that the conditions set by the Planning Commission have been met; and

**WHEREAS**, the South Weber City Council has reviewed the Ferndale Subdivision final plat in a regular public South Weber City Council meeting held March 14, 2017, and has approved of the said final plat subject to the conditions as set forth in the City Engineer's final review memo dated March 9, 2017.

**BE IT THEREFORE RESOLVED** by the South Weber City Council that the final plat of Ferndale Subdivision is hereby approved.

**PASSED AND APPROVED** by the City Council of South Weber this **14<sup>th</sup> day of March, 2017.**

---

**Tamara Long, Mayor**

ATTEST:

---

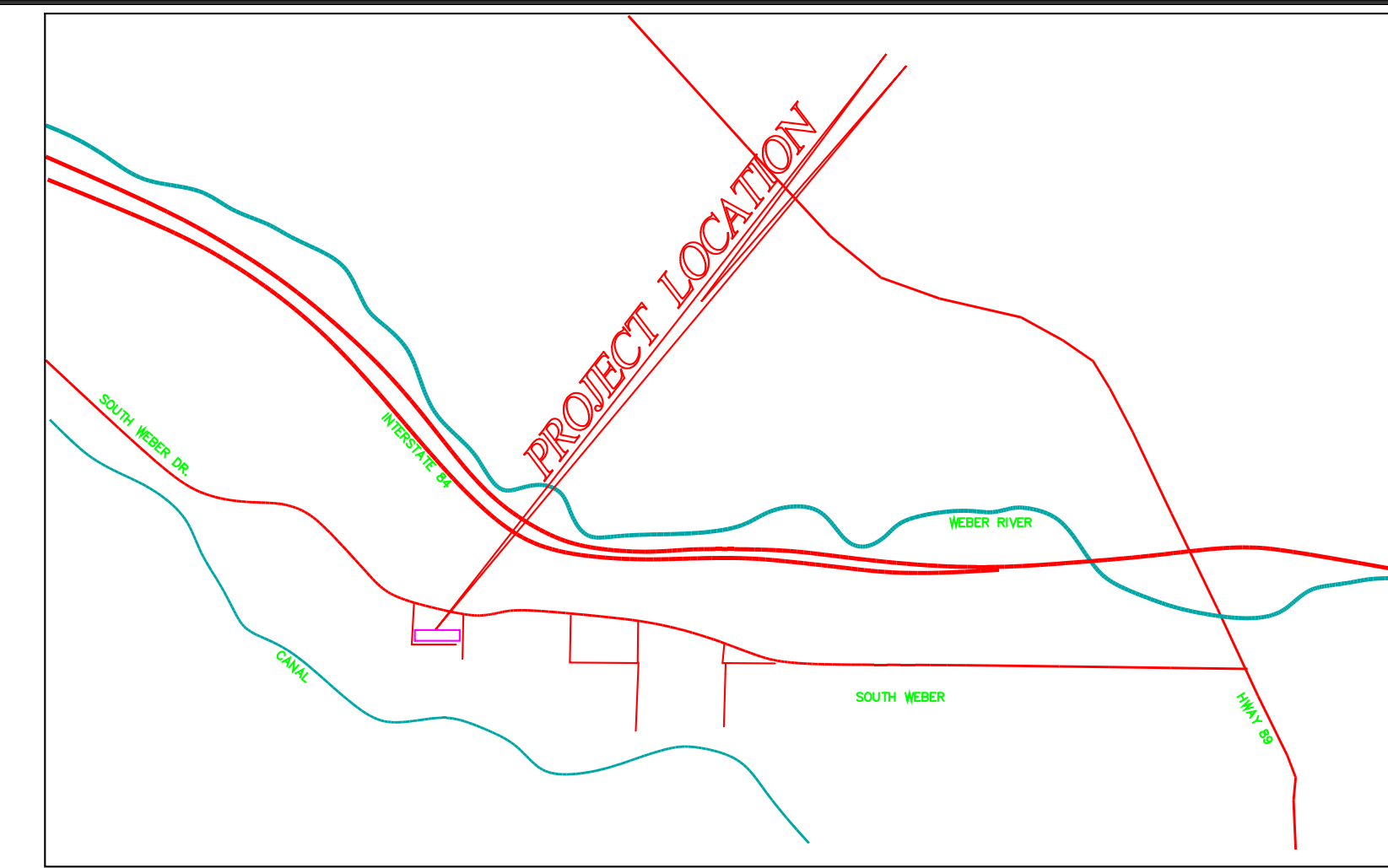
**Elyse Greiner, City Recorder**

Roll call vote was as follows:

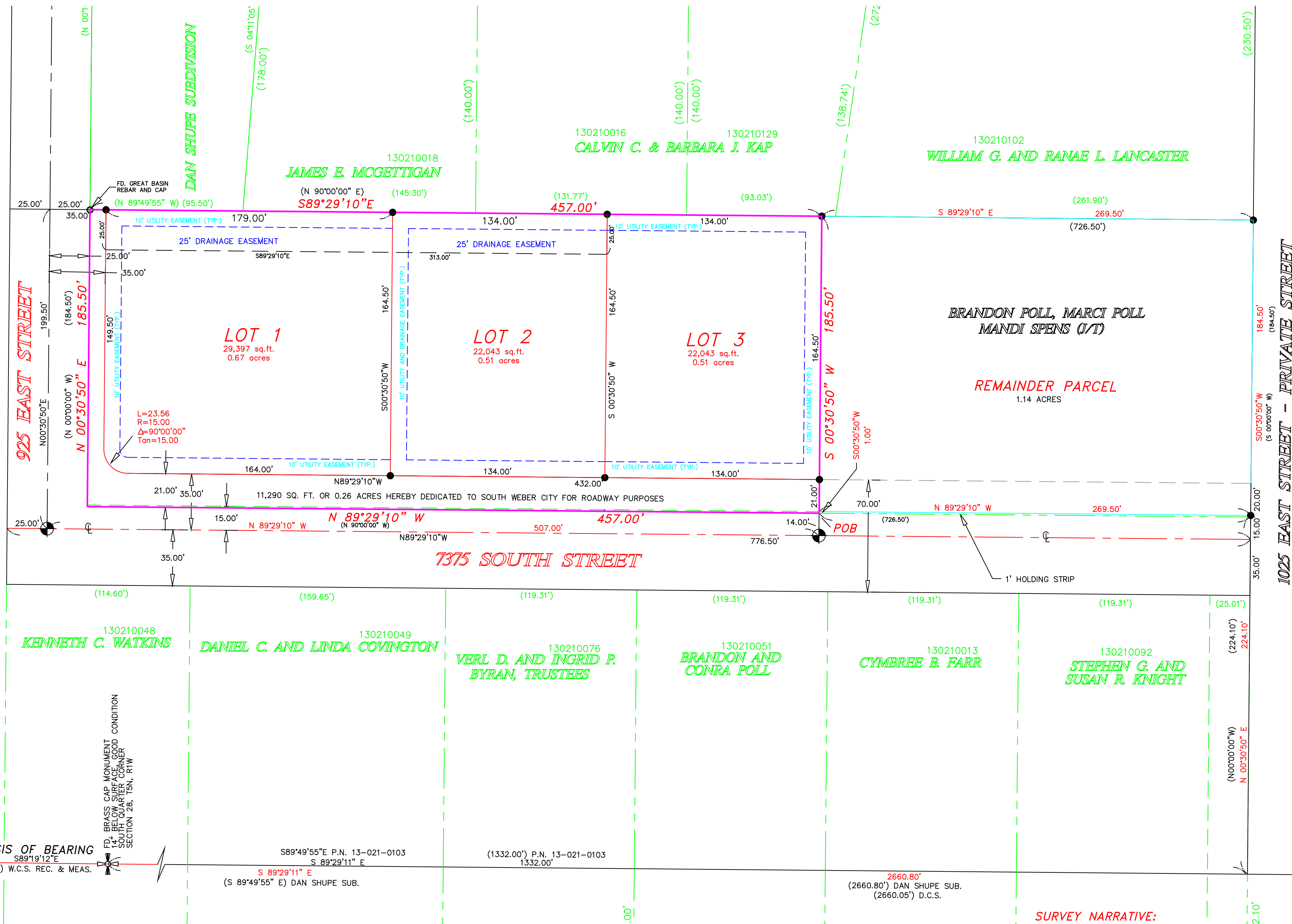
Mr. Taylor	yes	no
Mrs. Sjoblom	yes	no
Mr. Hyer	yes	no
Mr. Casas	yes	no
Mr. Winsor	yes	no

# FERNDALE SUBDIVISION - PHASE 1

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, T5N, R1W  
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH



VICINITY MAP



### OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT:

### FERNDALE SUBDIVISION - PHASE 1

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER;

AND DO HEREBY GRANT A PERPETUAL RIGHT AND EASEMENT OVER, UPON, AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE, WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR SIGNATURES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017

BRANDON POLL  
MARCUS SPENS

### ACKNOWLEDGEMENT

STATE OF UTAH )  
COUNTY OF DAVIS ) SS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, BRANDON POLL AND MARCI POLL AND MANDI SPENS AS JOINT TENANTS, THE SIGNERS OF THE ABOVE OWNER'S DEDICATION AND WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

RESIDING IN \_\_\_\_\_ COUNTY, UTAH  
MY COMMISSION EXPIRES: \_\_\_\_\_

### SURVEY NARRATIVE:

THIS SURVEY WAS PERFORMED AND PLAT PREPARED AT THE REQUEST OF MICHAEL SPENS, 2678 E 8225 S, SOUTH WEBER DRIVE, SOUTH WEBER, UTAH.

THE PURPOSE OF THIS SURVEY IS TO PREPARE LEGAL DESCRIPTIONS AND DOCUMENTATION TO OBTAIN CITY APPROVAL TO CREATE A 5 LOT SUBDIVISION.

ALL MONUMENTS FOUND OR SET ARE AS INDICATED HEREON. RECORD DIMENSIONS OF THE SUBJECT PROPERTY, ADJOINING SUBDIVISIONS AND ADJACENT PARCELS CONSISTENTLY AGREE WITH FOUND MONUMENTS AND FENCE LINES IN THE AREA WHEN ROTATED ABOUT THE SOUTH QUARTER CORNER OF SECTION 28.

THE BASIS OF BEARING FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28 AS MONUMENTED AND CALLED NORTH 89°19'12" WEST, UTAH STATE PLANE NAD83/27 GRID BEARING.

ADJOINING PROPERTIES AND RESPECTIVE DIMENSIONS HAVE BEEN COMPILED FROM RECORDS, ARE SHOWN FOR INFORMATION PURPOSES ONLY AND DO NOT REPRESENT A BOUNDARY DETERMINATION BY THIS SURVEY. ACTUAL BOUNDARY LOCATIONS OF ADJOINING PARCELS MAY DIFFER FROM THE INFORMATION SHOWN HEREON.

### BOUNDARY DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SOUTH WEBER CITY, DAVIS COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28 WHICH BEARS SOUTH 89°19'12" EAST (BASIS OF BEARING) FROM THE SOUTHWEST CORNER OF SAID SECTION 28;  
THENCE SOUTH 89°29'11" EAST 1332.00 FEET;  
THENCE NORTH 00°30'50" EAST 224.10 FEET TO THE NORTH LINE 7375 SOUTH STREET;  
THENCE NORTH 89°29'10" WEST 269.50 FEET ALONG SAID NORTH LINE;  
THENCE SOUTH 00°30'50" WEST 1.00 FEET TO A NAIL AND WASHER PLACED ON THE SOUTH LINE OF A 1 FOOT WIDE HOLDING STRIP, THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°29'10" WEST 457.00 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF 925 EAST STREET;  
THENCE NORTH 00°30'50" EAST 185.50 FEET ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF DAN SHUPE SUBDIVISION;  
THENCE SOUTH 89°29'10" EAST 457.00 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION AND EXTENSION THEREOF;  
THENCE SOUTH 00°30'50" WEST 185.50 FEET TO THE POINT OF BEGINNING;  
CONTAINING 84,773 SQ. FT. OR 1.95 ACRES.

### PROJECT NOTES:

ALL LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE GEOTECHNICAL REPORT CONDUCTED BY EARTHTEC ENGINEERING, DATED JULY 18, 2016

### CERTIFICATE OF SURVEYOR

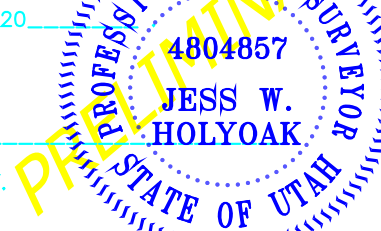
I, JESS W. HOLYOAK, A REGISTERED PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 4804857, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, AND BY AUTHORITY OF THE OWNERS, HAVE COMPLETED A SURVEY OF THE TRACT OF LAND DESCRIBED HEREWITH, IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED THE MEASUREMENTS; AND HAVE HEREBY SUBDIVIDED SAID TRACT INTO 2 LOTS, KNOW HEREAFTER AS:

### FERNDALE SUBDIVISION - PHASE 1

AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

JESS W. HOLYOAK, PLS  
UTAH LAND SURVEYOR REGISTRATION NO. 4804857



### DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND RECORDED \_\_\_\_\_ AT \_\_\_\_\_  
IN BOOK \_\_\_\_\_ OF THE OFFICIAL RECORDS,  
PAGE \_\_\_\_\_  
RECORDED FOR: \_\_\_\_\_

DAVIS COUNTY RECORDER  
BY: \_\_\_\_\_ DEPUTY,

**LEGEND:**

- FOUND "MOUNTAIN ENGINEERING" REBAR AND CAP OR AS INDICATED
- SET 5/8 REBAR W/CAP OR AS INDICATED
- ⊙ SET NAIL AND WASHER
- ⊕ SECTION CONTROL AS INDICATED
- ⊕ PLACE STREET MONUMENT AS INDICATED
- ( ) RECORD DATA

<p><b>SOUTH WEBER CITY ATTORNEY</b></p> <p>APPROVED AS TO FORM BY THE SOUTH WEBER CITY ATTORNEY THIS ____ DAY OF _____, 20____</p> <p>_____ SOUTH WEBER CITY ATTORNEY</p>	<p><b>SOUTH WEBER CITY ENGINEER</b></p> <p>I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.</p> <p>SIGNED THIS ____ DAY OF _____, 20____</p> <p>_____ SOUTH WEBER CITY ENGINEER</p>	<p><b>SOUTH WEBER CITY COUNCIL</b></p> <p>APPROVED THIS ____ DAY OF _____, 20____</p> <p>_____ CHAIRMAN, SOUTH WEBER CITY COUNCIL</p> <p>ATTEST: _____ TITLE: _____</p>
<p><b>SOUTH WEBER CITY PLANNING COMMISSION</b></p> <p>APPROVED BY THE SOUTH WEBER CITY PLANNING COMMISSION ON THIS ____ DAY OF _____, 20____</p> <p>_____ CHAIRPERSON</p>		

FERNDALE SUBDIVISION - PHASE 1

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY SOUTH WEBER CITY, DAVIS COUNTY, UTAH.

DRAWING NO. ME 06-75 SHEET 1 OF 1 FILE:south\_weber\_spens

**MOUNTAIN ENGINEERING**  
P. O. BOX 309  
MORGAN, UTAH 84050  
TEL (801) 876-3978 FAX 876-3979

DATE	BY	COMMENTS
12-16	JWH	REVISED AS PER CITY ENGINEER

DESIGNED BY: J.W.H.
DRAWN BY: J.W.H.
DATE: JANUARY, 2017

NOTARY PUBLIC
RESIDING IN _____ COUNTY, UTAH
MY COMMISSION EXPIRES: _____

JOB NO. ME 06-75
DATE: JANUARY, 2017

MICHAEL SPENS, 2678 E 8225 S, SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84050
--

# RESOLUTION 17-12

## A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SOUTH WEBER CITY AND DAVIS METRO NARCOTICS STRIKE FORCE

**WHEREAS**, 11-13-101 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements to provide services, such as law enforcement services, that will maximize public resources and personnel to benefit the general public's welfare; and

**WHEREAS**, the South Weber City desires to enter into an Interlocal Cooperation Agreement for the mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis;

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of South Weber City that the attached Interlocal Cooperation Agreement between Davis Metro Narcotics Strike Force and South Weber City be approved.

**PASSED AND ADOPTED** by the City Council of South Weber City this **14<sup>th</sup> day of March, 2017**.

**APPROVED**

---

**Tamara Long, Mayor**

**Attest:**

---

**Elyse Greiner, City Recorder**

Roll call vote was as follows:

Mr. Taylor	yes	no
Mr. Hyer	yes	no
Mrs. Sjoblom	yes	no
Mr. Casas	yes	no
Mr. Winsor	yes	no

**INTERLOCAL COOPERATION AGREEMENT**  
**DAVIS METRO NARCOTICS STRIKE FORCE**

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into by and between DAVIS COUNTY, UTAH, a political subdivision of the State of Utah, Bountiful City, Centerville City, Clearfield City, Clinton City, Farmington City, Fruit Heights City, Kaysville City, Layton City, North Salt Lake City, South Weber City, Sunset City, Syracuse City, West Bountiful City, West Point City, and Woods Cross City.

**WITNESSETH**

WHEREAS, 11-13-101 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements to provide services, such as law enforcement services, that will maximize public resources and personnel to benefit the general public's welfare; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem concerning the production, manufacture, trade, and use of illegal controlled substances, illegal gang-related activities, and major crimes within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, the parties desire to enter into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the parties do hereby agree as follows:

**AGREEMENT**

**Section 1. Effective Date and Duration of Agreement**

A. 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"). This Agreement shall continue and remain in full force and effect for a period of time not to exceed fifty years from the Effective Date of this Agreement (the "Term"), unless terminated by the mutual consent of the parties or terminated in accordance with the termination provisions contained herein. Each party shall review and update this Agreement annually.

**Section 2. Strike Force**

A. The parties, through this Agreement, hereby create the Davis Metro Narcotics Strike Force (hereinafter "Strike Force") for the purpose of investigating and prosecuting violations of the controlled substances laws of the State of Utah and the United States of

America at all levels, and to coordinate and/or provide assistance to the member agencies to combat gang-related activities and other major crimes within Davis County.

B. The Strike Force shall be managed by an Executive Board that shall consist of the following members: The Chief of Police of each participating city's law enforcement department, the Davis County Sheriff, and the Davis County Attorney, or a designated representative as appointed thereto. Executive Board participation is contingent upon participation through assessment fees, or by providing personnel to the Strike Force. Other local, state, or federal law enforcement agencies may attend the board meetings, but shall not have voting status unless they provide funds or personnel to the Strike Force as set forth above.

1. The Executive Board shall, through a two-thirds vote, appoint a Chairperson.
  - a. The Chairperson shall preside over the Executive Board, call meetings as necessary, administer the routine affairs of the Executive Board, and enter into contracts as needed upon approved resolution of the Executive Board.
2. The duties of the Executive Board shall be:
  - a. Review and coordinate the activities of the Strike Force generally.
  - b. Select a Strike Force Commander.
    - (1) The Strike Force Commander shall be of Lieutenant rank or higher.
    - (2) The Commander shall be in charge of directing Strike Force activities subject to approval of the Chairman and the Executive Board.
    - (3) The Commander shall be responsible for the administrative activities of the Strike Force including, but not limited to, maintaining financial records, coordinating agent training, seeking and preparing Federal and State Grants, and requesting appointment of agents, analysts, and other support staff under the guidance and approval of the Executive Board.
    - (4) The Commander shall select First Line Supervisors of a Sergeant rank or higher who will be responsible for agent supervision, case management, evaluating and supervising field operations, planning and conducting training, assigning and supervising field training operations, and other duties as assigned by the Commander.
    - (5) The Commander shall perform such other duties as required by the Executive Board.
  - c. Establish by-laws and operating policy as needed.
    - (1) By-laws are adopted, amended, or repealed by a two-thirds vote of those present at a meeting of the Executive Board.
    - (2) Operating policy is acted upon as provided by the By-Laws.
3. Designation of Lead Agency.
  - a. The Executive Board will establish a Lead Agency from one of the agencies that provides personnel to the Strike Force.
  - b. The Lead Agency will remain in place for a term determined by the

Executive Board, and/or as long as the parent jurisdiction will permit this duty. The Utah Commission on Criminal and Juvenile Justice (“CCJJ”) requires a minimum of a four-year commitment from the Lead Agency.

- c. The Lead Agency will manage the grant funding and other finances of the Strike Force according to its parent jurisdiction’s policies and procedures.
  
- C. The Strike Force shall primarily investigate crimes related to controlled substances. The Strike Force has a duty to notify jurisdictions of all crimes discovered in the course of investigation, except such notification may be delayed if, in the discretion of the Strike Force First Line Supervisor, notification will hinder a current Strike Force investigation.
  
- D. All employees assigned to the Strike Force, except as the Executive Board may otherwise allow, shall be Category I Peace Officers as defined by the laws of Utah.
  
- E. All of the participants acknowledge and agree that the territorial jurisdiction of the Strike Force is the incorporated and unincorporated areas of Davis County. The participants expressly consent to the investigations conducted by the Strike Force within their geographical boundaries, provided that Strike Force investigators outside of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Strike Force except as provided in Section 5.
  
- F. All participants may refer any narcotics investigation within their jurisdiction to the Strike Force. The Strike Force may decline any case for cause.

**Section 3. Participants**

- A. Parties or participants to this agreement shall consist of two categories:
  - 1. Manpower participants are those agencies that supply personnel to the Strike Force.
  - 2. Non-manpower participants are those agencies that do not supply personnel, but do contribute funds for the operation of the Strike Force. Agencies that elect to participate through the contribution of funds must comply at all times with the current Assessment Fee Schedule established and approved by the Executive Board.
  - 3. All participants to this Agreement shall, through their representative on the Executive Board, have voting status. Any reference in this Agreement to an action by vote or any action under by-law requiring a vote shall be done by members of the Executive Board.

**Section 4. Costs**

- A. The operation of the Strike Force shall be financed by available State and Federal funds secured for such purposes, and by direct contributions of money, personnel, and equipment by the parties to this agreement. The Strike Force Commander shall review budget expenses and funding sources on a yearly basis and submit a proposed budget for the coming fiscal year to the Executive Board for approval.

- B. Each agency providing personnel shall absorb all costs associated with its participation. All salaries including benefits and other obligations of officers and staff assigned to the Strike Force shall be paid by the contributing jurisdiction with the exception of overtime. Overtime is currently reimbursed through grant funding. Should grant funding cease, the contributing agencies will be responsible for overtime. The Strike Force will provide agents with vehicles, fuel, and routine vehicle maintenance. Vehicle insurance, however, will be the responsibility of the contributing agency.
- C. Any agent loaned to another agency may have all costs of that agent paid by the receiving agency unless otherwise approved by the Executive Board.
- D. The Executive Board may approve an operating fund for general costs incurred not directly attributable to any participant herein. Any purchase that exceeds \$7,500 that has not been previously budgeted for out of program income must receive prior Board approval. This does not apply to grant funding, which is governed by grant rules and regulations.
- E. The Strike Force office space is currently funded by a combination of grants and assessment fees. Should grant funding cease, the Executive Board members shall provide the needed office space for the Strike Force. The Executive Board may acquire facilities as needed throughout the county.
- F. The Executive Board shall determine on a yearly basis the appropriate level of funding to be assessed to the agencies that do not provide personnel.

**Section 5. Liability & Indemnification**

- A. All parties to this Agreement are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the “Act”). Nothing in this Agreement shall be construed to be a waiver by any party of any protections, rights, or defenses applicable under the Act. It is not the intent of any party to incur by agreement any liability for the negligent operations, acts, or omissions of another party or any third party and nothing in this Agreement shall be so interpreted or construed. Each party agrees to indemnify and hold the other parties harmless for any claim, injury, or damage arising out of or connected with the negligent actions or omissions of such other party in connection with any activity contemplated by this Agreement or the operation of the Davis Metro Narcotics Strike Force.
- B. Agencies contributing personnel shall control and conduct the legal defense of its own employees, but shall consult with other participants in any joint defense and shall advise all other participants prior to settling or paying any claim.
- C. Each party agrees to maintain insurance coverage or self-insurance during the term of this Agreement.

**Section 6. Participation by Outside Agencies**

- A. Governmental entities from different jurisdictions outside Davis County that are not an original party to this Agreement may join the Strike Force with formal approval from the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as determined



appropriate by the Executive Board.

**Section 7. Termination Provisions**

- A. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 1. The mutual written agreement of the Parties;
  - 2. The Executive Board may recommend terminating this Agreement upon a two-thirds vote. Termination shall be effective following a recommendation by the Executive Board and by the passage of resolution by a majority of the governing bodies of the participants authorizing such termination.
  - 3. Upon termination of this entire Agreement, all available program funds (not grant funds) shall be distributed among the current members in proportion to their most recent annual contribution. The costs associated with providing manpower to the Strike Force will also factor into how the program funds are distributed.

**Section 8. Withdrawal**

- A. Any party may withdraw upon providing thirty days written notice to the Board.
- B. Upon withdrawal of any party, or termination of this Agreement, each party shall retain any property that it provided to the Strike Force. Upon termination of this Agreement, any property obtained in common, or through state or federal grants, shall be disposed of in accordance with the applicable grant policies.

**Section 9. Seizures**

- A. All seizures and forfeitures of property, funds, vehicles, etc., effected for violations of the Controlled Substances Act or gang related activities shall be referred to the Strike Force for follow-up and forfeiture proceedings in accordance with and pursuant to current State and Federal Laws.

**Section 10. Policies**

- A. All parties hereto agree that their personnel working in or with the Strike Force shall follow Strike Force policy and procedures in the case of conflict with its policy and procedure. If no Strike Force policy or procedure applies, each officer shall be bound by his/her own department's policies and procedures while acting for the Strike Force.

**Section 11. Disciplinary Action**

- A. The Strike Force Supervisor may informally discipline an agent for minor complaints/incidents. All complaints/incidents shall be recorded by the Strike Force first line supervisor for evaluation purposes. The Strike Force Supervisor may also recommend to the contributing agency and the Executive Board that an agent be removed from the Strike Force.
- B. All major complaints/incidents will be referred to the contributing agency, and any formal discipline will be the responsibility of the contributing agency.

## **Section 12. Miscellaneous**

- A. Each party and participant hereby represents and warrants that:
  - 1. It is a public agency or public entity within the meaning of the Interlocal Cooperation Act; and
  - 2. It is duly authorized to execute and perform this Interlocal Agreement; and
  - 3. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.
- B. Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.
- C. This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and upon meeting all other applicable requirements of the Interlocal Act.
- D. This Interlocal Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by the governing body of each of the Participants and filing of duplicate originals with the official keeper of records of each party.
- E. As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.
- F. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- G. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- H. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- I. This Agreement is not intended to benefit any party or person not named as party hereto.
- J. The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by any party prior to the date hereof regarding the subject matter herein.
- K. The parties hereto agree to make good faith efforts in resolving any dispute arising out of

or in relation to this Agreement. Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

- L. Termination of this Agreement shall not extinguish or prejudice any 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.
- M. Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other parties. Any attempt to assign any right or privilege connected with this Agreement without prior written consent of the other parties shall be void.
- O. 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.

IN WITNESS WHEREOF, the parties have executed multiple copies or counterparts of this agreement, each of which will be deemed an original.

DAVIS COUNTY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
DAVIS COUNTY, UTAH

\_\_\_\_\_  
JOHN PETROFF, Jr., Chairman

ATTEST: CURTIS KOCH  
Davis County Clerk / Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

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

\_\_\_\_\_  
COUNTY ATTORNEY

SOUTH WEBER CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

# RESOLUTION 16-25

## INTERLOCAL COOPERATION AGREEMENT BETWEEN SOUTH WEBER CITY AND DAVIS COUNTY FOR LAW ENFORCEMENT SERVICES 2016-2017

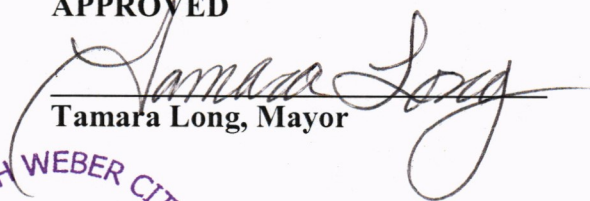
**WHEREAS**, The City Council of South Weber City in a regular meeting, lawful notice of which has been given, finds that it is reasonable, appropriate, as well as authorized by state law, that an Interlocal Cooperation Agreement be entered into by and between South Weber City and Davis County for law enforcement services to South Weber City and that it is in the best interest of South Weber City that such agreement be made.

**BE IT THEREFORE RESOLVED**, by the City Council of South Weber City that the attached Interlocal Cooperation Agreement for Law Enforcement Services (2016-2017) between Davis County Sheriff's Office and South Weber City be approved.

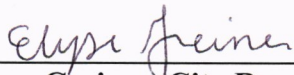
The Agreement is effective from 1 July 2016 to 30 June 2017, unless terminated earlier in accordance with the Agreement.

**PASSED AND RESOLVED** by the City Council of South Weber City this **26<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"/> yes	<input type="radio"/> no
Mr. Hyer	<input checked="" type="radio"/> yes	<input type="radio"/> no
Mrs. Sjoblom	<input checked="" type="radio"/> yes	<input type="radio"/> no
Mr. Casas	<input checked="" type="radio"/> yes	<input type="radio"/> no
Ms. Poore	<input checked="" type="radio"/> yes	<input type="radio"/> no

**INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES (2016-2017)**

This Inter-local Cooperation Agreement is made and entered into this day by and between DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called "County" in this agreement, and SOUTH WEBER CITY, a municipal corporation of the State of Utah, which shall be called "City" in this agreement.

This agreement is based upon the following recitals:

A. The City is a municipal corporation of the State of Utah and as such operates the South Weber Municipal Justice Court ("Court").

B. City has no police department, patrol cars, or law enforcement equipment and desires to provide its citizens and justice court with police protection, law enforcement services and bailiff services at a minimum of expense.

C. The City desires to contract with the County for bailiff services for the Court in order to meet the City's statutory obligations under Section 78A-7-103, *Utah Code Ann.*, to provide sufficient local law enforcement officers to attend the Court when required and provide security for the Court as bailiffs of the Court.

D. County maintains a law enforcement department through its Sheriff's Office which includes the Sheriff and his deputies and all the requisite patrol cars and other equipment necessary for the proper policing of the County.

E. The Sheriff has sufficient law enforcement officers on its staff that are trained, competent, and available to provide adequate police protection, law enforcement and bailiff

services to the City. The County is willing, through the Sheriff, to enter into this agreement for the provision of police protection, law enforcement and bailiff services to the City.

F. The parties hereto are willing to enter into an agreement that the County provide such law enforcement services to City for the fees as hereinafter specified.

G. The parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Chapter 13, Title 11, *Utah Code Annotated 1953, as amended*, to enter into this interlocal cooperation agreement.

H. Current county contract # 2013-402 between South Weber City and Davis County for the period 7/1/2016 to 6/30/2018 is being replaced and superseded by this contract when signed by both parties.

NOW, THEREFORE, in consideration of the mutual terms set forth in this agreement, the parties hereto do hereby agree as follows:

1. **Scope of Service.**

A. Law enforcement functions performed by the Sheriff or his deputies within the City which are of a general nature and normally within the legal duties of the Sheriff or as provided by Statute such as the serving of notices and warrants, shall not be charged to the City as services performed pursuant to the provisions of this agreement.

i. City shall not be charged with services performed by the County while the County is in the performance of its regular duties in assisting the Highway Patrol in accident investigations, paramedic service or other services which the County performs in its ordinary course of business or for which the County may receive reimbursement from

insurance carriers or private parties as a result of the County providing medical care or ambulance service.

B. The County shall provide law enforcement services to the City with the hours of service subject to the following:

i. The County shall provide to the City 12 (twelve) hours per day of law enforcement services. Said hours of service shall be provided at various times during each twenty-four (24) hour period.

ii. The law enforcement hours shall include, but not be limited to, time incurred for traffic enforcement, preventive patrol, crime prevention, investigations, crime lab services, emergency services, and school education programs.

iii. The number of hours set forth in this paragraph may be renegotiated upon the giving of sixty (60) days written notice by the party initiating the request to the other party.

iv. Court appearances by County law enforcement officers shall not be included in the 12 (twelve) hours per day. However, the City shall pay the witness fee required for each court appearance as set by District court per court appearance in addition to the other considerations provided for in this agreement.

v. As personnel and resources and time permit, the County shall provide additional law enforcement services in excess of the 12 (twelve) hours upon the specific request of the City Mayor or his designee.

C. The County shall provide deputies, who shall be certified law enforcement officers as in accordance with Section 53-13-103, *Utah Code Annotated*, to the City to act as



bailiffs of the Court during sessions of the Court.

i. The County shall provide one bailiff for each session of the Court unless circumstances necessitate otherwise or the City specifically requests additional bailiffs for particular sessions of the Court.

ii. Bailiff services shall include attendance, security, and law enforcement related services as described in Rule 3-414(5)-(8), *Utah Code of Judicial Administration* during sessions of the Court but do not include services as clerk of the Court or custodian or the transportation of prisoners except as described in and compensated for as provided in this Agreement.

**2. Law Enforcement Officers.**

A. Full-time, sworn peace officers from the County shall perform all law enforcement and bailiff functions as presently set forth in the requirements of Utah State statutes and the City's ordinances and shall enforce ordinances of the City in the same manner as such matters would be handled if the officers were directly employed by the City.

B. Peace officers from the County shall be employees of the County and shall not be deemed as employees of the City.

**3. Equipment.**

The County shall, as part of the services to be provided under this agreement, provide to the City the necessary equipment for the Sheriff's personnel providing the law enforcement services which are the subject of this agreement, including necessary vehicles and other law enforcement facilities as are needed in the performance of the law enforcement services contemplated by this agreement.

4. **Violations, Citations, and Court Appearances.**

A. Offenses which could be charged as violations of either State law or the ordinances of the City shall be charged as violations of City ordinances. All such violations shall be filed with the Justice Court of South Weber City.

B. Whether under State law or City ordinances, all offenses occurring within the City which are classified as infractions, Class C misdemeanors, or Class B misdemeanors shall be filed for the City Justice Court.

C. If the offender is a juvenile, whether under State law or City ordinances, all offenses occurring within the City which are classified as infractions, Class C misdemeanors, or Class B misdemeanors shall be filed in the City Justice Court; except those areas specifically reserved for the Juvenile Court, such as DUI's involving juveniles.

D. If charges for criminal offenses are not filed in the City Justice Court and such charges should properly have been filed in that court, the City shall inform the County of the failure to properly file. Upon receipt of such notice, the County shall take all necessary and appropriate action to remedy this failure and to prevent future failures of a similar nature. In order to monitor this matter, the City shall be entitled upon reasonable notice to audit the records of the Sheriff's Office for the purpose of determining that criminal charges and citations are being filed in the proper court.

E. The County shall be responsible to assure that its officers and employees who are witnesses appear at all court proceedings if proper notice has been received for such proceedings.

F. The City shall notify the County of the date, time, and place of any proceeding before the City Justice Court, as well as the name of the officer or employee of the County

needed in those proceedings. Such notice shall be in writing and sent by mail to the Sheriff's Office or be hand-delivered to the Sheriff's Office at least ten (10) days prior to the proceeding. If the proceeding is scheduled within less than ten (10) days, the City shall make a reasonable effort to notify the County as soon as possible of the need for an appearance by the County officer or employee.

G. If an officer or employee who has received notice of a proceeding before the City Justice Court fails to appear at that proceeding and has not made a good faith and reasonable effort to notify the City, the City shall inform the County of said fact and the County shall take all steps reasonably necessary to ensure that the failure to appear will not occur again and that appropriate action has been taken with respect to the officer or employee.

H. If an officer or employee of the County should not be able to attend a court proceeding after notice has been received by the City, that officer or employee shall be responsible to contact the City Justice Court not less than forty-eight (48) hours, or as soon as reasonably possible, before the time set for the proceeding.

5. **Consideration.**

A. The City shall pay the County for the law enforcement services which are the subject of this agreement a fee schedule as follows:

From July to December, 2016 \$11,047.67 per month.

From January to June, 2017 \$11,147.67 per month.

. This amount is based on a rate representing the average between the County's current salary rates for part time deputies and equipment used in providing service. The fee is further based on 12 (twelve) hours of law enforcement services being provided hereunder for each

twenty-four (24) hour period during the term of this agreement. The annual amount shall be payable on or before December 31<sup>st</sup> of each year or on a monthly basis during the effective term of this Agreement.

i. Any State liquor taxed revenues attributable to the City which are, in fact, paid to the City will be forwarded to the County and are not included as a part of the City's payment based on the requirement to pay for housing and prosecution of alcohol violations that would exceed available State liquor revenue funds attributable to the City.

ii. In the event the County provides law enforcement under this agreement in excess of the 12 (twelve) hours per day, upon the request of the City Mayor, the City shall pay to the County an amount equivalent to the rate described in the foregoing subparagraph A times the hours of service provided.

iii. The foregoing rates shall be increased every July based upon the cost increases as determined by Davis County. A letter will be mailed to the City with the new COLA rates every subsequent year.

B. Compensation for the bailiff services provided by the County to the City under the foregoing agreement shall be based upon the following schedule:

i. The County will provide a certified law enforcement officer at a billed rate of \$50.00 per hour for up to 10 hours per month, 12 months per year. Time will be billed based upon the services performed as bailiff or for such other security services as required or requested by the City Justice Court. The period of billing time shall start one-half (1/2) hour prior to the bailiff's required time in court and ending one-half (1/2) hour after the termination of the City Justice Court security services.

ii. If a vehicle is required to transport prisoners, a vehicle fee for maintenance, fuel, and usage shall be billed at the rate of \$ 1.00 per mile for the vehicle. If City chooses, the City may itself provide a suitable and acceptable vehicle for the transportation of prisoners. There shall be a maximum limit of three (3) prisoners for one officer per vehicle.

iii. In the event that timely notice of not less than 2 business days canceling the need for bailiff services is not provided by the City, the City shall reimburse the County for two (2) hours of payroll costs and round trip vehicle mileage per occurrence. Notice of cancellation shall be given to Captain Arnold Butcher (451-4154).

iv. The foregoing rates shall be increased every year past 2017, based upon the cost increases as determined by Davis County. A letter will be mailed to the City with the new COLA rates every subsequent year.

**6. Narcotic Strike Force.**

Law enforcement services incurred with respect to operations of the Davis Metro Narcotics Strike Force are not included in this agreement. The City, however, may negotiate and contract directly with the Board of Directors of the Davis Metro Narcotics Strike Force as a participating member of that organization.

**7. Warrants.**

A. Administration of City warrants is the sole responsibility of the City. This shall include the issuance, records keeping, and recall of any City warrant.

B. The City shall provide the County with adequate, timely warrant-related information during normal working business hours.

C. The County will not be responsible for any administrative errors or omissions regarding warrants issued by the City. The County shall be required only to act in accordance with the provisions of the Warrant and shall note the dates, times, signatures, and any particular restrictions on the warrant itself.

D. The County shall not be responsible for contacting the City to verify if a warrant has or should have been recalled.

**8. Notice of Court Schedule**

A. The judge or clerk of the Court shall notify the Sheriff within a reasonable time, which is not less than 2 business days, in advance of the schedule of the Court and the need for bailiff services. In the event that requested bailiff services are not required after notice is given and timely notice of the intent to cancel is not given to the Sheriff, the City shall compensate the County in the amount stated in this Agreement.

B. The Sheriff shall respond to any request from the Court for non-scheduled bailiff services with additional security personnel and services, without compensation, in the event of a breach of peace or threat to the security of the jail or any persons.

**9. Administration of Agreement.**

There is no separate legal entity created by this agreement and to the extent that this agreement requires administration, other than as set forth herein, the agreement shall be administered by the governing bodies of each of the parties acting in concert as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this agreement unless this agreement has been amended to authorize such acquisition.

**10. Security Responsibility**

A. Pursuant to Rule 3-414, *Utah Code of Judicial Administration*, the City shall be responsible to implement and comply with a local security plan and the County shall provide services which are consistent with those specified in Sub-sections (5) through (8), *Utah Code of Judicial Administration*.

B. The City shall hold the County and its employees, including any bailiff assigned to the City, harmless from any judgments or claims arising from or caused, in whole or in part, from any order or directive of the Justice Court, court clerk, or other City employee or agent, to the bailiff.

**11. Liabilities and Indemnification.**

A. All privileges and immunities from liability which are ordinarily available to City peace officers shall apply to the Sheriff and his deputies while performing law enforcement functions under this agreement.

B. County agrees and promises to indemnify and hold City, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the County and/or its officers, agents, officials, members, employees, or volunteers.

C. City agrees and promises to indemnify and hold County, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability,

costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the City and/or its officers, agents, officials, members, employees, and volunteers.

**12. Reports.**

A. Monthly reports shall be prepared and submitted by the County to the City describing such matters as the number of calls for service, violations of City ordinances, hours spent in the performance of law enforcement services within the City, or any other information as may be requested by the City Mayor or the City Council.

B. The reports shall be submitted to the City Mayor and to the City Council. If requested, the Sheriff, or his designee, shall attend a City Council meeting to discuss the report and law enforcement issues.

**13. Governmental Immunity Act**

Because both parties are governmental entities under the *Governmental Immunity Act of Utah*, Utah Code Ann., Section 63G-7-101 et seq., as amended, each party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither party waives any defense available to it under the *Governmental Immunity Act of Utah*.

**14. No Separate Entity**

This agreement does not create any separate legal or administrative entity for the purpose



of implementing or administering the terms and conditions of this agreement.

**15. Property**

No property shall be jointly acquired, held, or distributed by and between the parties as part of this agreement.

**16. Relief of Obligation**

This agreement does not in any way relieve either party of any obligation or responsibility imposed upon it by law.

**17. Term.**

A. This agreement shall be in effect for a period of one (1) year beginning on July 1, 2016 and ending on June 30, 2017, unless terminated earlier in accordance with this Agreement.

B. In no event shall the term of this agreement exceed fifty (50) years.

**18. Termination.**

A. Either party may terminate this agreement, with or without cause, upon giving sixty (60) days written notice of the termination to the other party.

B. If this agreement is terminated prior to the end of the period for which the City has paid in advance as provided in this Agreement, the County shall refund the unused portion of the paid fee prorated from the effective date of the termination to the end of the paid period.

**19. Authorization.**

The individuals executing this agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this agreement on behalf of the parties.

**20. Review by Authorized Attorney**

In accordance with the provisions of Section 11-13-202.5(3), *Utah Code Annotated*, this

agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.

**21. Governmental Approval, Execution, and Resolutions**

This agreement shall be conditioned upon the approval and execution of this agreement by the parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval but only if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the parties.

**22. Amendments**

This agreement may be amended at any time but only by the written agreement of the parties.

**23. Severability**

If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

**24. Third Party Beneficiaries**

This agreement is intended for the sole benefit of the parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to or upon any third party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, on the dates indicated by the signatures of the respective parties.

DAVIS COUNTY

By: John Petroff, Jr.  
John Petroff, Jr., Chair  
Davis County Board of County Commissioners

Dated: 10/25, 2016

ATTEST:

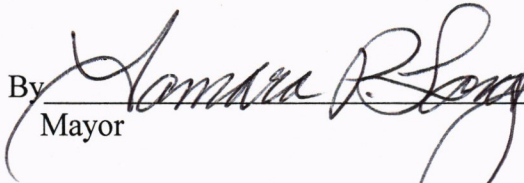
Curtis Koch  
Curtis Koch  
Davis County Clerk/Auditor

DAVIS COUNTY SHERIFF:

By: Todd M. Richardson  
Todd M. Richardson  
Davis County Sheriff

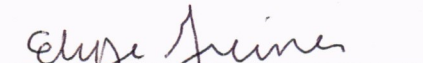
Dated: 7-7-14, 2016

SOUTH WEBER CITY

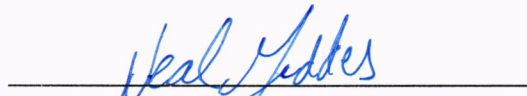
By   
Mayor

Dated July 26, 2016

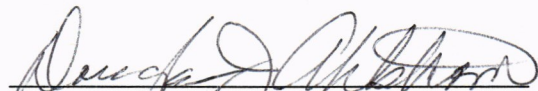
ATTEST:

  
South Weber City Recorder

Reviewed and found to be in proper form and compliance with applicable law

  
Neal Geddes  
Deputy Davis County Attorney

Reviewed and found to be in proper form and compliance with applicable law

  
South Weber City Attorney