

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, 17 April 2018** at the **City Council Chambers, 1600 E. South Weber Dr.**, commencing at **6:00 p.m.**

COUNCIL MEETING

1. Pledge of Allegiance: Council Member Hyer
2. Prayer: Council Member Petty
3. Approval of Consent Agenda
 - a. Approval of March 2018 Check Register
4. Public Comment:
 - a. Please state your name and address
 - b. Please keep public comments to 3 minutes or less per person
 - c. Please address the entire city council
 - d. City Council will not respond during the public comment period
5. Davis County Sheriff's Office (DCSO) Quarterly Report
6. Public Works Quarterly Report
7. Approval of Escrow Release on Sunrise Ridge
8. **RES 18 23:** Inter-Local Cooperation Agreement for Law Enforcement Services
9. **RES 18-24:** Riverside Place Development Agreement
10. **RES 18-25:** Final Approval of Old Maple Farms Phase 3 Subdivision
11. Reports:
 - a. Mayor – on designated committee responsibilities
 - b. City Council – on designated committee responsibilities
 - c. City Manager – on current events and future agenda items
 - d. Planning Commission Liaison – meeting and current development update
12. **CLOSED EXECUTIVE SESSION – UTAH CODE 52-4-204 & 52-4-205: THE COUNCIL MAY CONSIDER A MOTION TO ENTER INTO CLOSED SESSION FOR THE PURPOSE OF DISCUSSION OF CHARACTER, PROFESSIONAL COMPETENCE, PHYSICAL, OR MENTAL HEALTH OF INDIVIDUAL(S)**
13. Adjourn

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE www.southwebercity.com 4. UTAH PUBLIC NOTICE WEBSITE www.pmn.utah.gov 5. EACH MEMBER OF THE GOVERNING BODY 6. THOSE LISTED ON THE AGENDA

DATE: April 12, 2018

CITY RECORDER: Mark McRae

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

Report Criteria:

Report type: GL detail

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/15/18	38134	ACCURITE EXCAVATING & HAULING	03/12/18	Refund of Conditional Use Permit Fee, Not Proc	1034100	400.00	ACCURITE EXCAVATING & HAULING
Total 38134:						400.00	
03/01/18	38071	Ahlstrom, Douglas J.	02/01/18	Attorney Services - Feb 2018	1043313	712.50	Ahlstrom, Douglas J.
Total 38071:						712.50	
03/15/18	38135	ALLRED, CHRISTOPHER F	02/28/18	Prosecution Services - Feb 2018	1042313	600.00	ALLRED, CHRISTOPHER F
Total 38135:						600.00	
03/01/18	38072	Alphacorp Security and Fire	02/01/18	Access Control - Additional Door	1057260	1,261.32	Alphacorp Security and Fire
03/01/18	38072	Alphacorp Security and Fire	02/01/18	Access Control - Additional Door	1060260	1,261.31	Alphacorp Security and Fire
Total 38072:						2,522.63	
03/15/18	38136	APCO INC.	03/01/18	SCADA System - Maintenance	5140490	1,119.75	APCO INC.
Total 38136:						1,119.75	
03/08/18	38093	Archibald, Stephen	02/20/18	Referee - Basketball	2071488	306.00	Archibald, Stephen
Total 38093:						306.00	
03/22/18	38155	AT&T MOBILITY	03/01/18	Cellular Service - Feb 2018	1057280	161.65	AT&T MOBILITY
03/22/18	38155	AT&T MOBILITY	03/01/18	Cellular Service - Feb 2018	1060250	34.02	AT&T MOBILITY
03/22/18	38155	AT&T MOBILITY	03/01/18	Cellular Service - Feb 2018	1058250	12.01	AT&T MOBILITY
03/22/18	38155	AT&T MOBILITY	03/01/18	Cellular Service - Feb 2018	1070250	12.01	AT&T MOBILITY
03/22/18	38155	AT&T MOBILITY	03/01/18	Cellular Service - Feb 2018	5140490	57.61	AT&T MOBILITY
03/22/18	38155	AT&T MOBILITY	03/01/18	Cellular Service - Feb 2018	5240491	12.01	AT&T MOBILITY
03/22/18	38155	AT&T MOBILITY	03/01/18	Cellular Service - Feb 2018	5440493	12.01	AT&T MOBILITY
Total 38155:						301.32	
03/31/18	20180300	BANK OF AMERICA	03/01/18	Merchant Svs Fees	1042550	78.36	BANK OF AMERICA
03/31/18	20180300	BANK OF AMERICA	03/01/18	Merchant Svs Fees	1043550	117.54	BANK OF AMERICA

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/31/18	20180300	BANK OF AMERICA	03/01/18	Merchant Svs Fees	5140550	274.27	BANK OF AMERICA
03/31/18	20180300	BANK OF AMERICA	03/01/18	Merchant Svs Fees	5240550	195.90	BANK OF AMERICA
03/31/18	20180300	BANK OF AMERICA	03/01/18	Merchant Svs Fees	5340550	78.36	BANK OF AMERICA
03/31/18	20180300	BANK OF AMERICA	03/01/18	Merchant Svs Fees	5440550	39.18	BANK OF AMERICA
Total 20180300:						783.61	
03/08/18	38094	Birt, Hudson	02/21/18	Referee-Multiple Programs	2071480	76.00	Birt, Hudson
03/08/18	38094	Birt, Hudson	02/21/18	Referee-Multiple Programs	2071488	64.00	Birt, Hudson
Total 38094:						140.00	
03/22/18	38156	Birt, Hudson	03/16/18	Referee - Basketball	2071488	18.00	Birt, Hudson
03/22/18	38156	Birt, Hudson	03/16/18	Referee - Basketball	2071480	32.00	Birt, Hudson
Total 38156:						50.00	
03/08/18	38095	BIRT, LARRY	02/27/18	Referee-Multiple Programs	2071488	36.00	BIRT, LARRY
Total 38095:						36.00	
03/08/18	38096	Birt, Parks	02/21/18	Referee - Multiple Programs	2071480	15.00	Birt, Parks
Total 38096:						15.00	
03/22/18	38157	Birt, Parks	03/16/18	Referee - Basketball	2071488	16.88	Birt, Parks
03/22/18	38157	Birt, Parks	03/16/18	Referee - Basketball	2071480	30.00	Birt, Parks
Total 38157:						46.88	
03/08/18	38097	BLOMQUIST HALE CONSULTING INC.	03/01/18	EAP Service Mar 2018	1043135	185.00	BLOMQUIST HALE CONSULTING INC.
Total 38097:						185.00	
03/08/18	38098	BLUE STAKES OF UTAH	02/28/18	Blue Stakes - Feb 2018	5140250	142.31	BLUE STAKES OF UTAH
Total 38098:						142.31	
03/15/18	38137	BOUND TREE MEDICAL LLC	03/05/18	Medical Suction Unit (2) & Canisters (5)	1057450	1,219.98	BOUND TREE MEDICAL LLC

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38137:						1,219.98	
03/08/18	38099	BROWN, CURTIS	03/06/18	URPA Conference - Per Diem	2071230	131.25	BROWN, CURTIS
Total 38099:						131.25	
03/08/18	38100	Browning, Colby	02/26/18	Referee - Basketball	2071480	88.13	Browning, Colby
Total 38100:						88.13	
03/22/18	38158	Browning, Colby	03/06/18	Referee - Basketball	2071488	18.75	Browning, Colby
Total 38158:						18.75	
03/31/18	20180301	CASELLE INC	03/01/18	Software Suuport/Maint.	1042350	44.70	CASELLE INC
03/31/18	20180301	CASELLE INC	03/01/18	Software Suuport/Maint.	1043350	134.10	CASELLE INC
03/31/18	20180301	CASELLE INC	03/01/18	Software Suuport/Maint.	1057350	44.70	CASELLE INC
03/31/18	20180301	CASELLE INC	03/01/18	Software Suuport/Maint.	1060350	44.70	CASELLE INC
03/31/18	20180301	CASELLE INC	03/01/18	Software Suuport/Maint.	1070350	44.70	CASELLE INC
03/31/18	20180301	CASELLE INC	03/01/18	Software Suuport/Maint.	2071350	44.70	CASELLE INC
03/31/18	20180301	CASELLE INC	03/01/18	Software Suuport/Maint.	5140350	134.10	CASELLE INC
03/31/18	20180301	CASELLE INC	03/01/18	Software Suuport/Maint.	5240350	134.10	CASELLE INC
03/31/18	20180301	CASELLE INC	03/01/18	Software Suuport/Maint.	5340350	134.10	CASELLE INC
03/31/18	20180301	CASELLE INC	03/01/18	Software Suuport/Maint.	5440350	134.10	CASELLE INC
Total 20180301:						894.00	
03/22/18	38159	CENTURYLINK	03/10/18	SCADA Data Line	5140490	53.52	CENTURYLINK
Total 38159:						53.52	
03/01/18	38073	CHEMTECH-FORD LABORATORIES	02/26/18	Water Tests	5140490	501.00	CHEMTECH-FORD LABORATORIES
Total 38073:						501.00	
03/08/18	38101	CINTAS CORPORATION	02/28/18	First Aid Station - Shop Feb. 2018	1060250	45.21	CINTAS CORPORATION
Total 38101:						45.21	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/01/18	38074	CINTAS CORPORATION LOC 180	02/21/18	MATS/TOWELS - 02/21/2018	1043262	14.20	CINTAS CORPORATION LOC 180
03/01/18	38074	CINTAS CORPORATION LOC 180	02/21/18	PW Uniforms - 02/21/2018	5240140	5.69	CINTAS CORPORATION LOC 180
03/01/18	38074	CINTAS CORPORATION LOC 180	02/21/18	PW Uniforms - 02/21/2018	5140140	11.38	CINTAS CORPORATION LOC 180
03/01/18	38074	CINTAS CORPORATION LOC 180	02/21/18	PW Uniforms - 02/21/2018	5440140	5.69	CINTAS CORPORATION LOC 180
03/01/18	38074	CINTAS CORPORATION LOC 180	02/21/18	PW Uniforms - 02/21/2018	1060140	11.38	CINTAS CORPORATION LOC 180
03/01/18	38074	CINTAS CORPORATION LOC 180	02/21/18	PW Uniforms - 02/21/2018	1070140	22.75	CINTAS CORPORATION LOC 180
03/01/18	38074	CINTAS CORPORATION LOC 180	02/21/18	PW Uniforms - 02/21/2018	1058140	11.38	CINTAS CORPORATION LOC 180
Total 38074:						82.47	
03/08/18	38102	CINTAS CORPORATION LOC 180	02/28/18	MATS/TOWELS 02/28/2018	1043262	12.85	CINTAS CORPORATION LOC 180
03/08/18	38102	CINTAS CORPORATION LOC 180	02/28/18	PW Uniforms - 02/28/2018	5240140	5.69	CINTAS CORPORATION LOC 180
03/08/18	38102	CINTAS CORPORATION LOC 180	02/28/18	PW Uniforms - 02/28/2018	5140140	11.38	CINTAS CORPORATION LOC 180
03/08/18	38102	CINTAS CORPORATION LOC 180	02/28/18	PW Uniforms - 02/28/2018	5440140	5.69	CINTAS CORPORATION LOC 180
03/08/18	38102	CINTAS CORPORATION LOC 180	02/28/18	PW Uniforms - 02/28/2018	1060140	11.38	CINTAS CORPORATION LOC 180
03/08/18	38102	CINTAS CORPORATION LOC 180	02/28/18	PW Uniforms - 02/28/2018	1070140	22.75	CINTAS CORPORATION LOC 180
03/08/18	38102	CINTAS CORPORATION LOC 180	02/28/18	PW Uniforms - 02/28/2018	1058140	11.38	CINTAS CORPORATION LOC 180
Total 38102:						81.12	
03/15/18	38138	CINTAS CORPORATION LOC 180	03/07/18	MATS/TOWELS - 03/07/2018	1043262	44.46	CINTAS CORPORATION LOC 180
03/15/18	38138	CINTAS CORPORATION LOC 180	03/07/18	PW Uniforms - 03/07/2018	5240140	9.39	CINTAS CORPORATION LOC 180
03/15/18	38138	CINTAS CORPORATION LOC 180	03/07/18	PW Uniforms - 03/07/2018	5140140	18.79	CINTAS CORPORATION LOC 180
03/15/18	38138	CINTAS CORPORATION LOC 180	03/07/18	PW Uniforms - 03/07/2018	5440140	9.39	CINTAS CORPORATION LOC 180
03/15/18	38138	CINTAS CORPORATION LOC 180	03/07/18	PW Uniforms - 03/07/2018	1060140	18.79	CINTAS CORPORATION LOC 180
03/15/18	38138	CINTAS CORPORATION LOC 180	03/07/18	PW Uniforms - 03/07/2018	1070140	37.56	CINTAS CORPORATION LOC 180
03/15/18	38138	CINTAS CORPORATION LOC 180	03/07/18	PW Uniforms - 03/07/2018	1058140	18.77	CINTAS CORPORATION LOC 180
Total 38138:						157.15	
03/22/18	38160	CINTAS CORPORATION LOC 180	03/14/18	MATS/TOWELS - 03/14/2018	1043262	12.85	CINTAS CORPORATION LOC 180
03/22/18	38160	CINTAS CORPORATION LOC 180	03/14/18	PW Uniforms - 03/14/2018	5240140	5.69	CINTAS CORPORATION LOC 180
03/22/18	38160	CINTAS CORPORATION LOC 180	03/14/18	PW Uniforms - 03/14/2018	5140140	11.38	CINTAS CORPORATION LOC 180
03/22/18	38160	CINTAS CORPORATION LOC 180	03/14/18	PW Uniforms - 03/14/2018	5440140	5.69	CINTAS CORPORATION LOC 180
03/22/18	38160	CINTAS CORPORATION LOC 180	03/14/18	PW Uniforms - 03/14/2018	1060140	11.38	CINTAS CORPORATION LOC 180
03/22/18	38160	CINTAS CORPORATION LOC 180	03/14/18	PW Uniforms - 03/14/2018	1070140	22.75	CINTAS CORPORATION LOC 180
03/22/18	38160	CINTAS CORPORATION LOC 180	03/14/18	PW Uniforms - 03/14/2018	1058140	11.38	CINTAS CORPORATION LOC 180
Total 38160:						81.12	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/29/18	38183	COLONIAL FLAG SPECIALTY CO INC	03/21/18	Flag Rotation - City Hall	1043262	37.00	COLONIAL FLAG SPECIALTY CO INC
03/29/18	38183	COLONIAL FLAG SPECIALTY CO INC	03/21/18	Flag Rotation - Memorial Park Feb 2018	1070250	217.00	COLONIAL FLAG SPECIALTY CO INC
Total 38183:						254.00	
03/31/18	20180302	COMCAST #8495440580141797	03/01/18	Monthly Charges - City Hall	1043280	432.20	COMCAST #8495440580141797
03/31/18	20180302	COMCAST #8495440580141797	03/01/18	Monthly Charges - Fire Station	1057280	308.92	COMCAST #8495440580141797
03/31/18	20180302	COMCAST #8495440580141797	03/01/18	Monthly Charges -Water	5140280	105.86	COMCAST #8495440580141797
03/31/18	20180302	COMCAST #8495440580141797	03/01/18	Monthly Charges - Recreation	2071280	295.77	COMCAST #8495440580141797
Total 20180302:						1,142.75	
03/01/18	38075	CORE & MAIN LP	02/15/18	Water Leak Clamps	5140490	237.40	CORE & MAIN LP
Total 38075:						237.40	
03/22/18	38161	CORE & MAIN LP	03/14/18	Hydrant Repair Kits	5140490	555.28	CORE & MAIN LP
03/22/18	38161	CORE & MAIN LP	03/15/18	Water Leak Parts	5140490	309.64	CORE & MAIN LP
Total 38161:						864.92	
03/08/18	38103	DAVIS COUNTY GOVERNMENT	02/28/18	Bailiff Services Feb 2018	1042317	300.00	DAVIS COUNTY GOVERNMENT
Total 38103:						300.00	
03/31/18	20180303	DAVIS COUNTY RECORDER	03/01/18	Recording Fees	1058319	45.00	DAVIS COUNTY RECORDER
Total 20180303:						45.00	
03/26/18	10803228	DE LAGE LANDEN	03/24/18	COPIER MAINT AGREEMENT - SHARP	1042240	21.47	DE LAGE LANDEN
03/26/18	10803228	DE LAGE LANDEN	03/24/18	COPIER MAINT AGREEMENT - SHARP	1043240	50.10	DE LAGE LANDEN
03/26/18	10803228	DE LAGE LANDEN	03/24/18	COPIER MAINT AGREEMENT - SHARP	5140240	35.78	DE LAGE LANDEN
03/26/18	10803228	DE LAGE LANDEN	03/24/18	COPIER MAINT AGREEMENT - SHARP	5240240	35.78	DE LAGE LANDEN
Total 108032289:						143.13	
03/08/18	38104	DURKS PLUMBING	02/05/18	Parks Sprinkler Repair parts	1070261	19.10	DURKS PLUMBING
Total 38104:						19.10	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/29/18	38184	DURKS PLUMBING	03/19/18	Sprinklers for Spring Start Up	1070261	720.47	DURKS PLUMBING
03/29/18	38184	DURKS PLUMBING	03/20/18	Parts for Park Bathrooms	1070261	119.28	DURKS PLUMBING
Total 38184:						839.75	
03/22/18	38162	ELITECRAFT HOMES	03/15/18	Completion Bond - SWC170530071	1021340	500.00	ELITECRAFT HOMES
Total 38162:						500.00	
03/29/18	38185	ENERGY SAVERS	03/22/18	Refund of Completion Bond - SWC180104002	1021340	200.00	ENERGY SAVERS
Total 38185:						200.00	
03/01/18	38076	EVCO House of Hose	02/27/18	Pressure Washer Hose	5240250	84.42	EVCO House of Hose
Total 38076:						84.42	
03/29/18	38186	EVCO House of Hose	03/21/18	Hydraulic Hose for Backhoe	5140250	43.34	EVCO House of Hose
Total 38186:						43.34	
03/01/18	38077	EXECUTECH	02/15/18	Network Switch for Shop	1060250	162.99	EXECUTECH
03/01/18	38077	EXECUTECH	02/15/18	Replace computer at FAC	2071740	949.99	EXECUTECH
03/01/18	38077	EXECUTECH	02/15/18	Replace computer at Fire	1057250	949.99	EXECUTECH
03/01/18	38077	EXECUTECH	02/15/18	Replace Computer at PW	1058250	1,499.99	EXECUTECH
03/01/18	38077	EXECUTECH	02/15/18	Monitor Cable	1058250	10.99	EXECUTECH
03/01/18	38077	EXECUTECH	02/15/18	Monitor Cable	2071740	11.99	EXECUTECH
Total 38077:						3,585.94	
03/29/18	38187	EXECUTECH	03/01/18	IT Services - Feb 2018	1043308	682.50	EXECUTECH
03/29/18	38187	EXECUTECH	03/01/18	Antivirus, Backup, Email - Feb 2018	1043350	699.30	EXECUTECH
Total 38187:						1,381.80	
03/08/18	38105	Finch, Jayden	02/21/18	Referee - Basketball	2071480	32.00	Finch, Jayden
Total 38105:						32.00	
03/15/18	38139	FREEDOM MAILING SERVICES INC.	02/28/18	Utility Bills - Feb 2018	5140370	453.25	FREEDOM MAILING SERVICES INC.

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/15/18	38139	FREEDOM MAILING SERVICES INC.	02/28/18	Utility Bills - Feb 2018	5240370	315.31	FREEDOM MAILING SERVICES INC.
03/15/18	38139	FREEDOM MAILING SERVICES INC.	02/28/18	Utility Bills - Feb 2018	5340370	147.80	FREEDOM MAILING SERVICES INC.
03/15/18	38139	FREEDOM MAILING SERVICES INC.	02/28/18	Utility Bills - Feb 2018	5440370	68.97	FREEDOM MAILING SERVICES INC.
Total 38139:						985.33	
03/29/18	38188	GOVCONNECTION INC	03/15/18	Access Card ID Printer	1043240	791.12	GOVCONNECTION INC
03/29/18	38188	GOVCONNECTION INC	03/15/18	(4) Tablets for City Council	1041740	2,184.02	GOVCONNECTION INC
Total 38188:						2,975.14	
03/01/18	38078	GREEN CASTLE	02/27/18	Park & Ride Snow Plow	1070625	1,310.00	GREEN CASTLE
03/01/18	38078	GREEN CASTLE	02/27/18	Park & Ride Snow Plow	1070625	1,310.00	GREEN CASTLE
Total 38078:						2,620.00	
03/22/18	38163	Hazelton, Arlene	03/20/18	Overpayment on Utility Bill 8.034.0.2	0111750	150.00	Hazelton, Arlene
Total 38163:						150.00	
03/01/18	38079	Henry Schein, Inc.	02/13/18	Medical Supplies	1057450	84.82	Henry Schein, Inc.
03/01/18	38079	Henry Schein, Inc.	02/13/18	5 Nasal Atomization Devices	1057450	27.45	Henry Schein, Inc.
Total 38079:						112.27	
03/15/18	38140	Henry Schein, Inc.	02/06/18	Medications	1057250	46.37	Henry Schein, Inc.
03/15/18	38140	Henry Schein, Inc.	02/08/18	Medications	1057250	98.47	Henry Schein, Inc.
03/15/18	38140	Henry Schein, Inc.	02/23/18	Narcotics	1057450	87.99	Henry Schein, Inc.
03/15/18	38140	Henry Schein, Inc.	02/23/18	Narcotics	1057450	24.50	Henry Schein, Inc.
Total 38140:						257.33	
03/08/18	38106	HERRICK INDUSTRIAL SUPPLY	03/01/18	Oil for Plow Trucks	1060250	333.32	HERRICK INDUSTRIAL SUPPLY
Total 38106:						333.32	
03/22/18	38164	HERRICK INDUSTRIAL SUPPLY	03/01/18	Oil for Dump Trucks	5140250	166.66	HERRICK INDUSTRIAL SUPPLY
Total 38164:						166.66	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/01/18	38080	Holker, Kody	03/01/18	Sewer line - Upsize - Ray Creek Estates	5240690	14,311.00	Holker, Kody
	Total 38080:					14,311.00	
03/22/18	38165	Horrocks Engineers	03/01/18	Transportation CFP/IFFP	5676312	6,154.64	Horrocks Engineers
	Total 38165:					6,154.64	
03/01/18	38081	INFOBYTES, INC.	02/25/18	Website Hosting - Feb. 2018	1043308	234.14	INFOBYTES, INC.
	Total 38081:					234.14	
03/29/18	38189	INFOBYTES, INC.	03/25/18	Website Hosting - March 2018	1043308	234.14	INFOBYTES, INC.
	Total 38189:					234.14	
03/22/18	38166	INTERMOUNTAIN GYM REPAIR	03/12/18	FAC Exercise Equipment & Maintenance	2071250	318.82	INTERMOUNTAIN GYM REPAIR
	Total 38166:					318.82	
03/15/18	38141	INTERMOUNTAIN WIND & SOLAR	03/13/18	Refund Completion Bond SWC180212022	1021340	200.00	INTERMOUNTAIN WIND & SOLAR
	Total 38141:					200.00	
03/08/18	38107	J & M CONSTRUCTORS	03/02/18	Refund of Completion Bond SWC170602077	1021340	500.00	J & M CONSTRUCTORS
	Total 38107:					500.00	
03/08/18	38108	JACKSON SPORTS	03/06/18	Shirts for Comp Basketball	2071488	30.00	JACKSON SPORTS
	Total 38108:					30.00	
03/08/18	38109	JOHNSON ELECTRIC	02/20/18	1900 E Street Light Repair	1060271	324.72	JOHNSON ELECTRIC
03/08/18	38109	JOHNSON ELECTRIC	02/28/18	School Crossing Light Repair	1060271	269.89	JOHNSON ELECTRIC
	Total 38109:					594.61	
03/29/18	38190	JOHNSON ELECTRIC	03/20/18	Replacement Pump for Veterans Park	1070261	1,243.50	JOHNSON ELECTRIC

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38190:						1,243.50	
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	General Information related to Potential Develo	1058312	199.50	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	General Engineering Assistance	1058312	1,370.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Project Review Meetings	1058312	826.50	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Address Changes & Affidavits	1058312	85.50	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	City Shops Master Plan	1058312	1,224.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Accepted Subdivision Improvements Value Sum	1058312	437.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Development Checklist	1058312	1,002.25	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Street Light Study	1058312	114.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Old Fort Road - Preliminary Design & ROW Ana	4560730	379.50	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Old Fort Road - ROW Acquisition	4560730	1,719.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Transportation Utility Fund	5676312	209.25	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	2017 CFP - Transportation	4560730	684.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	6650 S Street Closure	4560730	316.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	South Bench Drive - General Planning	1060312	231.50	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Westside Water Reservoir Project - Phase 2	5140312	477.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Culinary Water - Capital Improvements Plan (CI	5140312	57.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	2017 Water Conservation Plan	5140312	362.25	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	General Storm Water Compliance	5440312	371.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	2018 CFP - Storm Water	5440312	57.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Canyon Meadows Park - Revised Master Plan	1070312	85.50	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Sunrise Ridge Subdivision	1058319	145.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Riverside Place Subdivision	1058319	891.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Riverside Place Subdivision - Phase 3	1058319	1,680.50	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Old Maple Farms Subdivision - Phases 1 & 2	1058319	360.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Old Maple Farms Subdivision - Phase 3	1058319	176.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Hidden Valley Meadows - Phase 2	1058319	1,363.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Freedom Landing Townhomes - Phase 2	1058319	342.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Weaver Estates - Layne Kap	1058319	176.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Ray Creek Estates	1058319	873.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Cook Property	1058319	187.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Sun Ray Subdivision	1058319	484.50	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Church Street Extension (Layton City)	1058319	57.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Winterton Towing Site Plan	1058319	114.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Brumfield Wedding Venue	1058319	57.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	Ford 1 Lot Subdivision	1058319	114.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	GIS - Utility - Storm Drain	5440312	2,185.00	JONES AND ASSOCIATES
03/08/18	38110	JONES AND ASSOCIATES	02/28/18	GIS - Base Map	1058312	57.00	JONES AND ASSOCIATES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38110:						19,469.75	
03/08/18	38111	KEYES ADMINISTRATORS	03/02/18	HRA Fee - Jan 2018 - Mar 2018	1043136	75.00	KEYES ADMINISTRATORS
Total 38111:						75.00	
03/15/18	38142	Kirk Mobile Repair Inc	03/08/18	Glow Plug Repair on Hummer	1057250	578.44	Kirk Mobile Repair Inc
03/15/18	38142	Kirk Mobile Repair Inc	03/08/18	Cracked Plow Headlight Lens Replacement	1060250	136.03	Kirk Mobile Repair Inc
03/15/18	38142	Kirk Mobile Repair Inc	03/08/18	Install Sander Light	1060250	253.96	Kirk Mobile Repair Inc
03/15/18	38142	Kirk Mobile Repair Inc	03/08/18	Install Sander Light	1060250	298.51	Kirk Mobile Repair Inc
Total 38142:						1,266.94	
03/29/18	38191	Kirk Mobile Repair Inc	03/14/18	Hummer Repair	1057250	601.04	Kirk Mobile Repair Inc
Total 38191:						601.04	
03/01/18	38082	L N CURTIS	02/01/18	Reel Hose	1057250	650.00	L N CURTIS
03/01/18	38082	L N CURTIS	02/01/18	SCBA Annual Flow Tests	1057250	1,984.00	L N CURTIS
Total 38082:						2,634.00	
03/15/18	38143	L N CURTIS	02/27/18	Protective Hoods	1057450	947.56	L N CURTIS
Total 38143:						947.56	
03/08/18	38112	Lamb, Alexander	02/22/18	Referee - Basketball	2071488	144.00	Lamb, Alexander
Total 38112:						144.00	
03/01/18	38083	LES SCHWAB TIRE CENTER	02/01/18	Tires for 2003 Ford Ranger	1070250	936.04	LES SCHWAB TIRE CENTER
Total 38083:						936.04	
03/08/18	38113	LOWES PROX	02/06/18	Weed Killer for Park & Ride	1070625	68.30	LOWES PROX
03/08/18	38113	LOWES PROX	02/09/18	Chainsaw Oil and Fertilizer Spreader	1070261	27.00	LOWES PROX
03/08/18	38113	LOWES PROX	02/15/18	Weed Killer for Shop	1060260	39.57	LOWES PROX
03/08/18	38113	LOWES PROX	02/22/18	Light Cover for Main Office	1043262	11.39	LOWES PROX

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38113:						146.26	
03/08/18	38114	Marriott Construction	02/26/18	Road Salt Delivery	1060411	1,329.78	Marriott Construction
03/08/18	38114	Marriott Construction	02/26/18	Road Salt Delivery	1060411	2,652.90	Marriott Construction
Total 38114:						3,982.68	
03/15/18	38144	Marriott Construction	02/27/18	Road Salt	1061411	1,328.30	Marriott Construction
Total 38144:						1,328.30	
03/29/18	38192	MASTER METER INC	03/17/18	Annual Meter Reading Software Support	5140490	1,500.00	MASTER METER INC
Total 38192:						1,500.00	
03/15/18	38145	Mel Fowers Heating and Cooling Inc	03/01/18	City Office AC Repair	1043262	210.00	Mel Fowers Heating and Cooling Inc
03/15/18	38145	Mel Fowers Heating and Cooling Inc	03/01/18	City Office AC Repair	1043262	357.00	Mel Fowers Heating and Cooling Inc
Total 38145:						567.00	
03/08/18	38115	Mortenson, Kelly	03/07/18	Refund Overpayment on Final Bill Acct: 500840	0111750	19.50	Mortenson, Kelly
Total 38115:						19.50	
03/08/18	38116	MOUNT OLYMPUS	02/24/18	Water Cooler at City Hall	1043262	40.10	MOUNT OLYMPUS
Total 38116:						40.10	
03/29/18	38193	OFFICE DEPOT	03/21/18	Batteries	1043251	76.66	OFFICE DEPOT
Total 38193:						76.66	
03/15/18	38146	Ormond, Stephen or Tonya	03/12/18	Refund of Completion Bond SWC170606080	1021340	500.00	Ormond, Stephen or Tonya
Total 38146:						500.00	
03/01/18	38084	PEHP LTD PAYMENTS	02/23/18	PEHP LTD Premium-02/05/2018-02/18/2018	1043135	147.06	PEHP LTD PAYMENTS

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38084:						147.06	
03/15/18	38147	PEHP LTD PAYMENTS	02/28/18	LTD Premium-02/19/18 - 03/04/18	1043135	122.05	PEHP LTD PAYMENTS
Total 38147:						122.05	
03/29/18	38194	PEHP LTD PAYMENTS	03/22/18	LTD Premium-03/05/18-03/18/18	1043135	122.05	PEHP LTD PAYMENTS
Total 38194:						122.05	
03/15/18	38148	PERRY HOMES	03/13/18	Completion Bond Refund - SWC170921130	1021340	500.00	PERRY HOMES
Total 38148:						500.00	
03/08/18	38117	PITNEY BOWES PURCHASE POWER	02/28/18	Postage for court	1042240	75.00	PITNEY BOWES PURCHASE POWER
03/08/18	38117	PITNEY BOWES PURCHASE POWER	02/28/18	Postage for Administration	1043240	175.00	PITNEY BOWES PURCHASE POWER
03/08/18	38117	PITNEY BOWES PURCHASE POWER	02/28/18	POSTAGE FOR UTILITIES	5140240	125.00	PITNEY BOWES PURCHASE POWER
03/08/18	38117	PITNEY BOWES PURCHASE POWER	02/28/18	POSTAGE FOR UTILITIES	5240240	125.00	PITNEY BOWES PURCHASE POWER
Total 38117:						500.00	
03/05/18	10803228	PITNEY BOWES-ACCT 1908277-MR16	03/01/18	Postage Machine Qtrly Lease	1043251	330.36	PITNEY BOWES-ACCT 1908277-MR16
Total 108032287:						330.36	
03/29/18	38195	POFF, MICHAEL	03/27/18	Youth City Council Shirts & Easter Egg Hunt	1041494	745.57	POFF, MICHAEL
Total 38195:						745.57	
03/15/18	38149	POLLARD WATER	02/13/18	Hydrant Flags	1057450	1,086.18	POLLARD WATER
Total 38149:						1,086.18	
03/01/18	38085	POST ASPHALT & CONSTRUCTION	02/19/18	2650 E Water Leak Repair	5140490	2,520.00	POST ASPHALT & CONSTRUCTION
Total 38085:						2,520.00	
03/29/18	38196	Pure Water Partners	03/07/18	Ice Machine Lease - March 2018	1057260	300.90	Pure Water Partners

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38196:						300.90	
03/31/18	20180304	QUESTAR GAS COMPANY	03/01/18	Gas - Rec Shed, 1327 E	2071270	20.81	QUESTAR GAS COMPANY
03/31/18	20180304	QUESTAR GAS COMPANY	03/01/18	Gas - Pump Stn., 1591 E.	5140270	16.70	QUESTAR GAS COMPANY
03/31/18	20180304	QUESTAR GAS COMPANY	03/01/18	Gas - City Hall, 1600 E.	1043270	155.45	QUESTAR GAS COMPANY
03/31/18	20180304	QUESTAR GAS COMPANY	03/01/18	Gas - Shop, 1721 E.	1060271	953.66	QUESTAR GAS COMPANY
03/31/18	20180304	QUESTAR GAS COMPANY	03/01/18	Gas - Pump, 2701 E.	5140270	68.81	QUESTAR GAS COMPANY
03/31/18	20180304	QUESTAR GAS COMPANY	03/01/18	Gas - Fire Station, 7355 S	1057270	844.74	QUESTAR GAS COMPANY
Total 20180304:						2,060.17	
03/01/18	38086	Ray, Larry	03/01/18	Refund Final Bill Credit Balance Acct: 1106502	0111750	59.45	Ray, Larry
Total 38086:						59.45	
03/22/18	38167	Rhodes, Edward	03/16/18	Cash Bail Refund for Case #175400843	1021350	385.00	Rhodes, Edward
Total 38167:						385.00	
03/22/18	38168	Roberts, Kasey	03/21/18	Refund of Completion Bond SWC171108160	1021340	500.00	Roberts, Kasey
Total 38168:						500.00	
03/08/18	38118	ROBINSON WASTE SERVICES INC	02/28/18	Garbage Collection - Feb 2018	5340492	10,053.60	ROBINSON WASTE SERVICES INC
03/08/18	38118	ROBINSON WASTE SERVICES INC	03/01/18	Park & Ride Collection - Mar 2018	1070625	42.66	ROBINSON WASTE SERVICES INC
Total 38118:						10,096.26	
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #36 Street Light	1060271	24.34	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #39 Street Light	1060271	8.72	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #1 VM Shop	1060271	222.19	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #2 City Hall	1043270	260.03	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #3 School Crossing	1060271	10.86	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #4 School Crossing	1060271	10.86	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #5 Cherry Farms Sprnklr	1070270	14.45	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #6 Cedar Loop Park	1070270	11.34	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #7 Sewer Lift Station	5240270	34.31	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #8 Cherry Farms Park	1070270	59.07	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #10 Hwy 89 Pump	5140270	382.05	ROCKY MOUNTAIN POWER

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #11 Look Park	1070270	11.34	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #12 Civic Center	1043270	39.58	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #13 Rec Shed	2071270	37.66	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #14 Street Lights	1060271	14.02	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #15 Street Lights	1060271	1,595.76	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #16 Street Lights	1060271	206.77	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #17 Street Lights	1060271	29.73	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #18 Street Lights	1060271	68.65	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #19 Street Lights	1060271	340.75	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #20 Street Lights	1060271	141.43	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #21 East End Wtr Tank	5140270	12.17	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #22 2020 E Hldng Pond	1070270	11.45	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #24 Cedar Cove Park	1070270	16.36	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - # 31 City Well	5140270	275.00	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #26 Fire Station	1057270	280.24	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #27 Bowery	1070270	15.05	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #28 Cedar Cove Park	1070270	75.47	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #29 Byram Park	1070270	10.86	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - Easton Pond	1070270	78.07	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - Layton Pumpstation	5140270	463.02	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - Old Fort Sprnklr	1070270	11.10	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #36 Street Light	1060271	24.34	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #39 Street Light	1060271	8.72	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #40 Street Light	1060271	16.00	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #1 VM Shop	1060271	211.47	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #2 City Hall	1043270	261.98	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #3 School Crossing	1060271	10.86	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #4 School Crossing	1060271	10.86	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #5 Cherry Farms Sprnklr	1070270	14.45	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #6 Cedar Loop Park	1070270	11.34	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #7 Sewer Lift Station	5240270	36.70	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #8 Cherry Farms Park	1070270	62.43	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #10 Hwy 89 Pump	5140270	138.96	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #11 Look Park	1070270	11.45	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #12 Civic Center	1043270	39.58	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #13 Rec Shed	2071270	36.23	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #14 Street Lights	1060271	14.02	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #15 Street Lights	1060271	1,595.76	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #16 Street Lights	1060271	206.77	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #17 Street Lights	1060271	29.73	ROCKY MOUNTAIN POWER

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #18 Street Lights	1060271	68.65	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #19 Street Lights	1060271	340.75	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #20 Street Lights	1060271	141.43	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #21 East End Wtr Tank	5140270	12.17	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #22 2020 E Hldng Pond	1070270	11.45	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #24 Cedar Cove Park	1070270	16.24	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - # 31 City Well	5140270	929.66	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #26 Fire Station	1057270	253.39	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #27 Bowery	1070270	16.36	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #28 Cedar Cove Park	1070270	74.99	ROCKY MOUNTAIN POWER
03/31/18	20180305	ROCKY MOUNTAIN POWER	03/01/18	Power - #29 Byram Park	1070270	10.86	ROCKY MOUNTAIN POWER
Total 20180305:						9,390.30	
03/02/18	37880	SAV ON	V 12/07/17	Flag Football Belts	2071483	79.90	SAV ON
03/02/18	37880	SAV ON	V 12/07/17	2" Floor Tape	2071610	19.90	SAV ON
Total 37880:						99.80	
03/08/18	38119	SAV ON	02/06/18	Whistles, Lanyards, & Glycerin	2071482	60.67	SAV ON
03/08/18	38119	SAV ON	02/28/18	Flag Football Belts	2071483	79.90	SAV ON
03/08/18	38119	SAV ON	02/28/18	2" Floor Tape	2071610	19.90	SAV ON
Total 38119:						160.47	
03/08/18	38120	Schenck, Brek	02/26/18	Referee-Multiple Programs	2071480	80.64	Schenck, Brek
Total 38120:						80.64	
03/15/18	38150	Smith, Lisa	03/15/18	Per Diem for UMCI Conference 03/26-03/30 (Lu	1043230	60.00	Smith, Lisa
Total 38150:						60.00	
03/01/18	38087	STAKER PARSON COMPANIES	02/12/18	Water Leak	5140490	114.67	STAKER PARSON COMPANIES
03/01/18	38087	STAKER PARSON COMPANIES	02/14/18	Water Leak	5140490	40.46	STAKER PARSON COMPANIES
Total 38087:						155.13	
03/22/18	38169	STAKER PARSON COMPANIES	03/21/18	Overpayment on Utility Bill Acct: 3.0642.0.1	0111750	22,971.10	STAKER PARSON COMPANIES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38169:						22,971.10	
03/29/18	38197	STAKER PARSON COMPANIES	03/14/18	Water Leak on 1200 E	5140490	285.26	STAKER PARSON COMPANIES
Total 38197:						285.26	
03/08/18	38121	STANDARD EXAMINER	02/28/18	Public Hearing Notice - Jan 2018	1043220	117.25	STANDARD EXAMINER
Total 38121:						117.25	
03/01/18	38088	STANGER ELECTRIC LLC	02/23/18	Outside Light on Main Door	1057260	275.00	STANGER ELECTRIC LLC
03/01/18	38088	STANGER ELECTRIC LLC	02/23/18	Electric Issues on Industial Washer	1057260	477.00	STANGER ELECTRIC LLC
03/01/18	38088	STANGER ELECTRIC LLC	02/23/18	Electric Issues on Industial Washer	1057260	377.00	STANGER ELECTRIC LLC
Total 38088:						1,129.00	
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	PW4 Fuel Feb 2018	1070256	15.50	STATE OF UTAH GASCARD
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	PW4 Fuel Feb 2018	5140256	15.51	STATE OF UTAH GASCARD
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	PW5 Fuel Feb 2018	1070256	114.90	STATE OF UTAH GASCARD
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	003 Bryan Fuel Feb 2018	5140256	75.11	STATE OF UTAH GASCARD
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	008 Dump Fuel Feb 2018	1060256	76.11	STATE OF UTAH GASCARD
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	007 2015 Dumptruck Fuel Feb 2018	5140256	134.86	STATE OF UTAH GASCARD
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	Backhoe Fuel Feb 2018	1061256	51.37	STATE OF UTAH GASCARD
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	E-1 Fuel Feb 2018	1057256	120.28	STATE OF UTAH GASCARD
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	E-3 Fuel Feb 2018	1057256	66.15	STATE OF UTAH GASCARD
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	SQ -5 Fuel Feb 2018	1057256	141.34	STATE OF UTAH GASCARD
03/08/18	38122	STATE OF UTAH GASCARD	02/02/18	Gas Can Fuel Feb 2018	1070256	445.10	STATE OF UTAH GASCARD
Total 38122:						1,256.23	
03/15/18	38151	STEVENSON AND SMITH PC	03/01/18	Variance Hearing	1058319	115.00	STEVENSON SMITH HOOD PC
03/15/18	38151	STEVENSON AND SMITH PC	03/05/18	Variance Hearing	1058319	736.00	STEVENSON SMITH HOOD PC
Total 38151:						851.00	
03/22/18	38170	STEVENSON SMITH HOOD PC	03/14/18	Variance Hearing	1058319	691.50	STEVENSON SMITH HOOD PC
03/22/18	38170	STEVENSON SMITH HOOD PC	03/19/18	Variance Hearing	1058319	15.00	STEVENSON SMITH HOOD PC

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38170:						706.50	
03/22/18	38171	Sun Ridge Solar	03/19/18	Completion Bond Refund SWC180301043	1021340	200.00	Sun Ridge Solar
Total 38171:						200.00	
03/01/18	38089	SUNSTATE EQUIPMENT COMPANY	02/14/18	Mini Excavator Rental	5140490	467.00	SUNSTATE EQUIPMENT COMPANY
Total 38089:						467.00	
03/22/18	38172	TELT VENTURES DBA ONE SOLAR	03/20/18	Refund of Completion Bond SWC180226041	1021340	200.00	TELT VENTURES DBA ONE SOLAR
Total 38172:						200.00	
03/01/18	38090	TOLMAN, DEREK	02/28/18	Per Diem for Conference 03/04/2018-03/08-201	1057230	288.00	TOLMAN, DEREK
Total 38090:						288.00	
03/01/18	38091	TWIN D INC	02/01/18	Video Inspection of Storm Drain	5440493	370.00	TWIN D INC
Total 38091:						370.00	
03/01/18	38092	UNIFIRST CORPORATION	02/23/18	Towels and Rugs for FAC	2071241	44.15	UNIFIRST CORPORATION
Total 38092:						44.15	
03/08/18	38123	UNIFIRST CORPORATION	03/08/18	Towels and Mats-FAC	2071241	26.12	UNIFIRST CORPORATION
03/08/18	38123	UNIFIRST CORPORATION	03/08/18	Towels and Mats-FAC	2071241	15.60	UNIFIRST CORPORATION
Total 38123:						41.72	
03/22/18	38173	UNIFIRST CORPORATION	03/09/18	Towels for FAC	2071241	16.00	UNIFIRST CORPORATION
Total 38173:						16.00	
03/29/18	38198	UNIFIRST CORPORATION	03/23/18	Rugs & Towels for FAC	2071241	39.65	UNIFIRST CORPORATION
Total 38198:						39.65	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/08/18	38124	UPPERCASE PRINTING INK	02/28/18	Newsletter - Feb 2018	5140370	85.95	UPPERCASE PRINTING INK
03/08/18	38124	UPPERCASE PRINTING INK	02/28/18	Newsletter - Feb 2018	5240370	61.12	UPPERCASE PRINTING INK
03/08/18	38124	UPPERCASE PRINTING INK	02/28/18	Newsletter - Feb 2018	5340370	19.10	UPPERCASE PRINTING INK
03/08/18	38124	UPPERCASE PRINTING INK	02/28/18	Newsletter - Feb 2018	5440370	13.38	UPPERCASE PRINTING INK
Total 38124:						179.55	
03/08/18	38125	US BANK	02/23/18	Admin Fee - Sales tax Bond	2071530	1,908.00	US BANK
03/08/18	38125	US BANK	02/23/18	Admin Fee - Sales tax Bond	1057530	742.00	US BANK
Total 38125:						2,650.00	
03/22/18	38174	Utah Flood and Fire	03/15/18	Overpayment on Building Permit	1032210	53.00	Utah Flood and Fire
Total 38174:						53.00	
03/22/18	38175	UTAH JAZZ	03/18/18	Vouchers and Jerseys for Basketball Season	2071480	3,859.00	UTAH JAZZ
03/22/18	38175	UTAH JAZZ	03/19/18	Jerseys for 2018 Basketball Season	2071480	1,490.00	UTAH JAZZ
Total 38175:						5,349.00	
03/22/18	38176	UTAH LEAGUE OF CITIES & TOWNS	03/17/18	ULCT Mid-Year Conference - Winsor	1041230	280.00	UTAH LEAGUE OF CITIES & TOWNS
03/22/18	38176	UTAH LEAGUE OF CITIES & TOWNS	03/20/18	ULCT Mid-Year Conference - Petty	1041230	465.00	UTAH LEAGUE OF CITIES & TOWNS
Total 38176:						745.00	
03/29/18	38199	UTAH LEAGUE OF CITIES & TOWNS	03/27/18	ULCT Mid-Year Conference - Mayor	1041230	465.00	UTAH LEAGUE OF CITIES & TOWNS
03/29/18	38199	UTAH LEAGUE OF CITIES & TOWNS	03/29/18	ULCT Mid-Year Conference - Taylor	1041230	280.00	UTAH LEAGUE OF CITIES & TOWNS
03/29/18	38199	UTAH LEAGUE OF CITIES & TOWNS	03/28/18	ULCT Mid-Year Conference - City Manager	1043230	280.00	UTAH LEAGUE OF CITIES & TOWNS
Total 38199:						1,025.00	
03/22/18	38177	UTAH LOCAL GOVERNMENTS TRUST	03/19/18	Work Comp Premium - April 2018	1022250	1,134.44	UTAH LOCAL GOVERNMENTS TRUST
Total 38177:						1,134.44	
03/08/18	38126	Utah Ordinance Compliance Association	03/06/18	2018 Code Enforcement Conference Registratio	1057230	200.00	Utah Ordinance Compliance Association
Total 38126:						200.00	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/08/18	38127	UTAH STATE TREASURER	02/28/18	Court Surcharge Remittance-Feb 2018	1035100	5,291.78	UTAH STATE TREASURER
Total 38127:						5,291.78	
03/29/18	38200	VALLEY NURSERY	03/13/18	Top Soil for Parks	1070261	65.54	VALLEY NURSERY
Total 38200:						65.54	
03/08/18	38128	VANGUARD CLEANING SYSTEMS OF U	03/01/18	Janitorial services-March 2018	1043262	245.00	VANGUARD CLEANING SYSTEMS OF U
Total 38128:						245.00	
03/22/18	38178	VERIZON WIRELESS	03/01/18	Public Works Air Card - Feb 2018	5140280	60.20	VERIZON WIRELESS
Total 38178:						60.20	
03/08/18	38129	Ward, Ridge	02/22/18	Referee - Multiple Programs	2071480	90.00	Ward, Ridge
03/08/18	38129	Ward, Ridge	02/22/18	Referee - Multiple Programs	2071488	33.75	Ward, Ridge
Total 38129:						123.75	
03/22/18	38179	Ward, Ridge	03/16/18	Referee - Basketball	2071480	50.63	Ward, Ridge
Total 38179:						50.63	
03/08/18	38130	WASATCH INTEGRATED WASTE MGMT	02/01/18	Garbage Disposal - Jan 2018	5340492	14,580.80	WASATCH INTEGRATED WASTE MGMT
03/08/18	38130	WASATCH INTEGRATED WASTE MGMT	02/28/18	Trash from Water Leaks	5140490	1,138.88	WASATCH INTEGRATED WASTE MGMT
Total 38130:						15,719.68	
03/22/18	38180	WEBER BASIN WATER	03/12/18	2017 New Connections Annual Charge	5140481	2,820.88	WEBER BASIN WATER
Total 38180:						2,820.88	
03/15/18	38152	WILKINSON SUPPLY	03/12/18	Riding Mower Maintenance	1070250	795.94	WILKINSON SUPPLY
Total 38152:						795.94	
03/29/18	38201	Willdan Energy Solutions	03/26/18	LED Conversion - Gym Lights	2071262	1,234.74	Willdan Energy Solutions

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38201:						1,234.74	
03/08/18	38131	WORKFORCE QA	02/01/18	New Rec Employee Drug Test	2071137	38.00	WORKFORCE QA
Total 38131:						38.00	
03/31/18	20180306	XPRESS BILL PAY	03/01/18	Online Payment Charges	5140370	267.03	XPRESS BILL PAY
03/31/18	20180306	XPRESS BILL PAY	03/01/18	Online Payment Charges	5240370	185.76	XPRESS BILL PAY
03/31/18	20180306	XPRESS BILL PAY	03/01/18	Online Payment Charges	5340370	87.08	XPRESS BILL PAY
03/31/18	20180306	XPRESS BILL PAY	03/01/18	Online Payment Charges	5440370	40.64	XPRESS BILL PAY
Total 20180306:						580.51	
03/29/18	38202	Young Chrysler, Jeep, Dodge, R	03/15/18	Repair on Mark Johnson's Truck	5140480	147.35	Young Chrysler, Jeep, Dodge, R
Total 38202:						147.35	
03/08/18	38132	Zick, Kaleb	02/20/18	Referee - Multiple Programs	2071488	46.88	Zick, Kaleb
03/08/18	38132	Zick, Kaleb	02/20/18	Referee - Multiple Programs	2071480	56.26	Zick, Kaleb
Total 38132:						103.14	
03/22/18	38181	Zick, Kaleb	03/06/18	Referee - Multiple Programs	2071488	28.13	Zick, Kaleb
03/22/18	38181	Zick, Kaleb	03/06/18	Referee - Multiple Programs	2071480	18.75	Zick, Kaleb
Total 38181:						46.88	
03/08/18	38133	Zick, Kegan	02/20/18	Referee - Multiple Programs	2071488	46.88	Zick, Kegan
03/08/18	38133	Zick, Kegan	02/20/18	Referee-Multiple Programs	2071480	56.26	Zick, Kegan
Total 38133:						103.14	
03/22/18	38182	Zick, Kegan	03/06/18	Referee - Multiple Programs	2071488	28.13	Zick, Kegan
03/22/18	38182	Zick, Kegan	03/06/18	Referee - Multiple Programs	2071480	18.75	Zick, Kegan
Total 38182:						46.88	
03/31/18	20180307	ZIONS BANK-SVS&TRANSACTION FEE	03/01/18	Banking Fees	1042550	20.99	ZIONS BANK-SVS&TRANSACTION FEE
03/31/18	20180307	ZIONS BANK-SVS&TRANSACTION FEE	03/01/18	Banking Fees	1043550	20.99	ZIONS BANK-SVS&TRANSACTION FEE


Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
03/31/18	20180307	ZIONS BANK-SVS&TRANSACTION FEE	03/01/18	Banking Fees	1057550	20.99	ZIONS BANK-SVS&TRANSACTION FEE
03/31/18	20180307	ZIONS BANK-SVS&TRANSACTION FEE	03/01/18	Banking Fees	1060550	20.99	ZIONS BANK-SVS&TRANSACTION FEE
03/31/18	20180307	ZIONS BANK-SVS&TRANSACTION FEE	03/01/18	Banking Fees	1070550	20.99	ZIONS BANK-SVS&TRANSACTION FEE
03/31/18	20180307	ZIONS BANK-SVS&TRANSACTION FEE	03/01/18	Banking Fees	2071550	20.99	ZIONS BANK-SVS&TRANSACTION FEE
03/31/18	20180307	ZIONS BANK-SVS&TRANSACTION FEE	03/01/18	Banking Fees	5140550	146.95	ZIONS BANK-SVS&TRANSACTION FEE
03/31/18	20180307	ZIONS BANK-SVS&TRANSACTION FEE	03/01/18	Banking Fees	5240550	83.97	ZIONS BANK-SVS&TRANSACTION FEE
03/31/18	20180307	ZIONS BANK-SVS&TRANSACTION FEE	03/01/18	Banking Fees	5340550	41.99	ZIONS BANK-SVS&TRANSACTION FEE
03/31/18	20180307	ZIONS BANK-SVS&TRANSACTION FEE	03/01/18	Banking Fees	5440550	20.99	ZIONS BANK-SVS&TRANSACTION FEE
Total 20180307:						419.84	
Grand Totals:						183,678.10	

Approval Date: _____

City Recorder: _____

MEMORANDUM

TO: South Weber City Mayor and Council

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

CC: Mark McRae – South Weber City Manager (Acting)
Mark Larsen – South Weber City Public Works Director
Lisa Smith – South Weber City Deputy Recorder

**RE: SUNRISE RIDGE SUBDIVISION – UTAH LAND GUYS
Escrow Release**

Date: April 12, 2018

Background

Construction for the improvements in the Sunrise Ridge Subdivision began in May 2015. Conditional Acceptance was given on July 15, 2016, which started the 1-year guarantee period. The original punch list for Final Acceptance was given on September 1, 2017. There have been several follow-up inspections performed since that date.

The challenge with this subdivision has been that the original developers, the Utah Land Guys (formerly Future Homes), sold all of the lots to Elite Craft Homes after the plat was recorded. However, the escrow account remained in the name of the Utah Land Guys. Therefore, the punch lists and all other items relating to the completion of the originally approved improvements have remained the responsibility of the Utah Land Guys. Due to the topography of the ground, there were some grading requirements (berms and/or swales) in the backyards of the lots associated with the original approval. Some of the grading has needed adjustments as a result of the final home and site plan on each lot. Also, some of the other items on the punch list (curb and gutter, sidewalk, water meter lids, etc.) cannot be completed by the Utah Land Guys until the homes are completed and occupied. The home builder (Elite Craft Homes) is the one that has control of these issues. The Utah Land Guys feel that because these things are out of their control, and the 1-year guarantee period is up, they should not be held up on the release of their escrow.

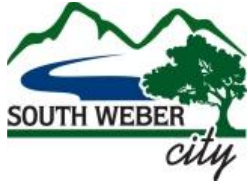
On March 21, 2018, representatives from the Utah Land Guys, Elite Craft Homes, and City Staff met on site to discuss the remaining items on the Final Acceptance punch list. During the meeting, the idea of transferring the responsibility of the remaining items on the punch list to Elite Craft Homes was discussed. On March 26, 2018, we received an email from Trent Preston with Elite Craft Homes indicating that they were willing to accept the responsibility for the remaining items on the Final Acceptance punch list.

Proposed Solution

Elite Craft Homes will accept responsibility for the completion of the remaining items on the Final Acceptance punch list. The current escrow would be closed out and released back to the Utah Land Guys. While Elite Craft Homes would not be creating a new escrow account, they currently have individual bonds on each home. We feel this is a sufficient security to ensure the completion of the remaining punch list items. As part of the final inspection prior to occupancy, the site grading (berms/swales) will also be inspected in detail and approved. It should also be noted that Final Acceptance of the subdivision improvements will come at a later date, once all of the homes are occupied and the punch list items are complete (estimated for later this summer).

Recommendation

Given the above background and proposed solution, we recommend that the City accept the transfer of responsibility for the remaining items on the Final Acceptance punch list from the Utah Land Guys to Elite Craft Homes, close out the current escrow account, and release the remaining funds back to the Utah Land Guys.



Council Meeting Date: April 17, 2018

Name: Mark McRae

Agenda Item: #8

Objective: Inter-local Cooperation Agreement for Law Enforcement Services

Background: South Weber contracts for law enforcement services through Davis County and the Davis County Sheriff's office. The prior agreement expired on June 30, 2017. This new agreement is effective through June 30, 2019. South Weber City is one of three cities in the county who contract for these services to be provided by the Sheriff's office. South Weber is currently working with Davis County on issues which will affect the next contract which would start July 1, 2019.

Summary: Davis County, through the Sheriff's office, provides a valuable and essential service to the citizens of South Weber.

Committee Recommendation: Approval

Planning Commission Recommendation: NA

Staff Recommendation: Approval

Attachments: Resolution
Agreement

Budget Amendment: NA

SOUTH WEBER CITY

RESOLUTION 18-23

INTER-LOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

Whereas, The City Council of South Weber desires to provide safety for all its citizens;

Whereas, Davis County Sheriff's Office is able and willing to provide law enforcement services; and

Whereas, State law authorizes Inter-Local Cooperation Agreements; and

Whereas, The City Council has reviewed the attached agreement and finds it to be in the best interests of its citizens;

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

SECTION 1: ADOPTION “18-23 Inter-Local Cooperation Agreement for Law Enforcement Services Approval” of the South Weber Municipal Resolutions is hereby *added* as follows:

ADOPTION

18-23 Inter-Local Cooperation Agreement for Law Enforcement Services Approval
(*added*)

BE IT THEREFORE RESOLVED, that the attached Inter-Local Cooperation Agreement for Law Enforcement Services between Davis County Sheriff's Office and South Weber City is approved.

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

	AYE	NAY	ABSENT	ABSTAIN
Blair Halverson	_____	_____	_____	_____
Kent Hyer	_____	_____	_____	_____
Angie Petty	_____	_____	_____	_____
Merv Taylor	_____	_____	_____	_____
Wayne Winsor	_____	_____	_____	_____

Jo Sjoblom, Mayor, South Weber City

Attest

Mark McRae, Recorder, South Weber City

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

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

Recitals

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

B. WHEREAS, the County, through the Davis County Sheriff’s Office (the “Sheriff’s Office”) maintains a law enforcement department, which includes the Sheriff and his deputies and all the requisite patrol cars and other equipment necessary to provide law enforcement services within Davis County;

C. WHEREAS, the City is a municipal corporation of the State of Utah and as such operates the South Weber Municipal Justice Court (“Court”).

D. WHEREAS, 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.

E. WHEREAS, the City does not have a police department, patrol cars, or law enforcement equipment and desires to provide its citizens with law enforcement services at a minimum of expense;

F. WHEREAS, the City desires to benefit from the County’s law enforcement services as specified in this Agreement; and

G. WHEREAS, the County desires to permit the City to benefit from the County’s law enforcement services as specified in this Agreement.

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

1. Services.

a. *Services within the Scope of this Agreement.* The County, through the Sheriff’s Office, shall provide the following law enforcement services to the City under this Agreement:

1) 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.

a) 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.

b) 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) Traffic enforcement, preventive patrol, crime prevention, investigations, crime lab services, emergency services, and school education programs, among other law enforcement services not specifically excepted by this Agreement;

3) The law enforcement services provided by the County, through the Sheriff's Office, to the City under this Agreement shall be provided by sworn County peace officers, who:

a) Through this Agreement, are authorized by the City to enforce the City's ordinances, and, thus, shall, under the terms of this Agreement, enforce the City's ordinances; and

b) Are authorized by Utah law, regulations, rule, policy or otherwise and Davis County ordinance, regulation, policy or otherwise to perform law enforcement services, and, thus, shall enforce such laws, regulations, rules, policies or otherwise.

4) Provide all law enforcement equipment necessary for the County, through the Sheriff's Office, to provide the law enforcement services which are the subject of this Agreement, including, but not limited to, vehicles and other law enforcement equipment that are needed to perform the law enforcement services required under this Agreement;

5) Offenses, which could be charged as violations of either state law or the City's ordinances, shall be charged as violations of the City's ordinances and filed with the Court, assuming it is permitted by law;

6) Whether arising under state law or the City's ordinances, all offenses occurring within the City, which are classified as infractions, Class C misdemeanors, or Class B misdemeanors, or which may otherwise be filed in the Court, shall be filed in the Court;

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

8) Assure that County officers or employees, who are witnesses for matters involving the City under this Agreement, appear at all Court proceedings, if proper notice has been received by such County officers or employees for such proceedings;

9) The City shall notify the County of the date, time, and place of any proceeding before the 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 days prior to the proceeding; if the proceeding is scheduled within less than ten 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;

10) If an officer or employee who has received notice of a proceeding before the 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; and

11) 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 Court not less than forty-eight hours, or as soon as reasonably possible, before the time set for the proceeding.

b. *Other Law Enforcement Services.* The following are not law enforcement services that the County, through the Sheriff's Office, shall provide to the City under this Agreement:

1) Law enforcement services which are not identified under this Agreement or which are not of similar nature to those services identified under this Agreement, including, but not limited to, serving notices and warrants;

2) Law enforcement services which are in connection with the Utah Highway Patrol, including, but not limited to, accident investigations and/or paramedic service, or other services which may receive reimbursement from insurance carriers or private parties as a result of providing medical care or ambulance services; and

3) Court appearances by County law enforcement officers; however, for all Court appearances involving the City, the City shall pay to the County the witness fee required for each County representative to appear in Court (The amount of each witness fee required under this subparagraph shall be equal to the then-current amount required to be paid to a witness to appear in district court).

2. Compensation.

a. The City agrees to pay the County \$11,247.67 per month for the law enforcement services provided under this Agreement from July 1, 2017 through June 30, 2019. The foregoing monthly payment amounts shall be paid by City to County within thirty calendar days of receiving an invoice from the County.

b. 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.

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

1) 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 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 Court security services. One (1) round trip from Farmington to the Court will be billed per day of bailiff services with or without prisoner transports.

2) Vehicle fee for maintenance, fuel, and usage shall be billed at the rate of \$ 1.00 per mile for the vehicle. There shall be a maximum limit of three (3) prisoners for one officer per vehicle. More than three (3) prisoners will require multiple trips and/or multiple deputies.

3) 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 the Davis County Sheriff's Captain over court services.

3. 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.

4. Warrants.

a. Administration of the 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.

5. Term of Agreement. The term of this Agreement shall begin on July 1, 2017 and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2019 at 11:59 p.m. (the "Term").

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

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

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

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

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

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

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

7. Reports. The County, through the Sheriff's Office, shall prepare and submit monthly reports to the City describing such matters as the number of calls for service, violations of the City's ordinances, hours spent in the performance of law enforcements services within the City, or any other information as may be requested by the City's Mayor, Manager or its City Council. These reports shall South Weber (July 1, 2017 – June 30, 2019)

be submitted by the County to the City, through the City’s Mayor, Manager or its City Council. If requested, the County, through the Sheriff, or his designee, shall attend a City Council meeting to discuss the report and the law enforcement services provided by the County to the City under this Agreement.

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

<p><u>To the City:</u> South Weber City Attention: City Manager 1600 E. South Weber Drive South Weber, UT 84405</p>	<p><u>To the County:</u> Davis County Attn: Sheriff P.O. Box 618 Farmington, UT 84025</p> <p>and</p> <p>Davis County Attn: Attorney’s Office, Civil Division P.O. Box 618 Farmington, UT 84025</p>
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9. Liabilities. To the extent permitted by applicable law, ordinance, rule, and/or regulation, all privileges and immunities from liability, which are ordinarily available to the City, shall apply to the County and its representatives while performing law enforcement services under this Agreement. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each Party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by that specific Party and the other Party shall have no liability or responsibility for the other Party’s actions, activities, or business.

10. Indemnification and Hold Harmless.

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

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the “County Reps”), agrees and promises to indemnify and hold harmless the City, as well as the City’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “City Reps”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in

connection with, or may relate in any way to the acts or omissions of the County and/or the County Reps, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions of the County or the County Reps.

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

12. No Separate Legal Entity. No separate legal entity is created by this Agreement. To the extent that this Agreement requires administration, other than as set forth herein, this 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.

13. No Relief of Obligation. This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law.

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

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

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

17. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether

or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

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

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

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

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

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

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

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

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

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

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

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

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

SOUTH WEBER CITY

Mayor

Dated: _____

ATTEST:

South Weber City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

South Weber City Attorney

Dated: _____

DAVIS COUNTY

Chair, Board of Davis County Commissioners

Dated: _____

ATTEST:

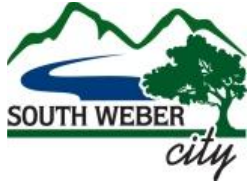
Davis County Clerk/Auditor

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office

Dated: _____



Council Meeting Date: April 17, 2018

Name: Mark McRae

Agenda Item: #9

Objective: Riverside Place Development Agreement

Background: The construction of South Bench Drive Phase 1 & 2 is budgeted to begin in fiscal year 2019. Generally, a development agreement is not brought before the council. Because this agreement obligates South Weber to begin construction no later than June 2019, it requires formal approval of the city council. Riverside Place has already begun development on phases one and two of their subdivision. This agreement addresses Riverside Place's share of the development of South Bench Drive as they proceed with additional phases. Agreements will be necessary with the other developers who will be a part of this project.

Summary: South Bench Drive Phases 1 & 2 is a joint project involving several parties. This is the first of the agreements necessary for the street to be constructed.

Committee Recommendation: NA

Planning Commission Recommendation: NA

Staff Recommendation: Approval

Attachments: Resolution
Agreement and Exhibits

Budget Amendment: NA

SOUTH WEBER CITY

RESOLUTION 18-24

RIVERSIDE PLACE DEVELOPMENT AGREEMENT

Whereas, Manchester Group LLC is the owner of the Riverside Place Subdivision and is in process of developing that land; and

Whereas, this development is reached through 6650 South, which is a sub-standard public right of way; and

Whereas, the developer has agreed to certain conditions in cooperation with the City; and

Whereas, South Weber City has made certain determinations with respect to the Subdivision and has elected to approve this Development Agreement to specify the obligations of the respective parties with respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein;

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

SECTION 1: ADOPTION “18-24 Approval of Riverside Place Development Agreement” of the South Weber Municipal Resolutions is hereby *added* as follows:

ADOPTION

18-24 Approval of Riverside Place Development Agreement (*added*)

THEREFORE, BE IT HEREBY RESOLVED that the South Weber City Council approves the Riverside Place Development Agreement as attached.

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

	AYE	NAY	ABSENT	ABSTAIN
Blair Halverson	_____	_____	_____	_____
Kent Hyer	_____	_____	_____	_____
Angie Petty	_____	_____	_____	_____
Merv Taylor	_____	_____	_____	_____
Wayne Winsor	_____	_____	_____	_____

Jo Sjoblom, Mayor, South Weber City

Attest

Mark McRae, Recorder, South Weber City

When recorded return to:
South Weber City
1600 East South Weber Drive
South Weber, UT 84405

**DEVELOPMENT AGREEMENT
FOR THE RIVERSIDE PLACE SUBDIVISION
IN SOUTH WEBER CITY**

This DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2018, by and between **MANCHESTER GROUP LLC**, a Utah limited liability company of _____, Utah, (hereinafter referred to as “Developer”), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as the “City”), of 1600 East South Weber Drive, South Weber, UT 84405. Developer and City are referred to as the “**Parties.**”

RECITALS:

- A. Developer is the owner of fee simple title to approximately 24.071 acres of real property as more particularly described in **Exhibit A** attached hereto (the “Riverside Place Subdivision – Boundary Description”), upon which it proposes the development of not more than seventy-six (76) new residential lots and associated streets, collectively known as the “Riverside Place Subdivision” (“the Subdivision”). A copy of the preliminary subdivision plat is attached as **Exhibit B**. The Subdivision is accessed in part by 6650 South - South Bench Drive, a narrow and sub-standard public right-of-way, which abuts the Subdivision.
- B. The subject street is currently known and addressed as 6650 South, but is commonly referred to and referenced in this agreement as “South Bench Drive” due to its master planned location. The final name of this road will be determined when it is platted and dedicated, and may be named something other than South Bench Drive.
- C. 6650 South - South Bench Drive in its present condition and configuration does not meet the City Standard cross section and cannot safely accommodate the vehicle and pedestrian traffic which will be generated by the Subdivision.
- D. Developer is willing to participate in the construction of 6650 South - South Bench Drive at the Subdivision’s proportionate share of the overall cost. A map of the proposed configuration of 6650 South - South Bench Drive and the proportionate share is attached hereto as **Exhibit C**. Developer’s participation in the construction of 6650 South - South Bench Drive is subject to the terms and conditions as more fully set forth herein.
- E. The Subdivision abuts 6650 South - South Bench Drive on the south side, between the Spaulding property and the Posse Grounds. As it is Developer’s intent to develop the Subdivision prior to other properties in the area, Developer therefore agrees to: (1) deed and dedicate approximately 0.23 acres to accommodate the seventy-eight (78) foot cross-section of 6650 South – South Bench Drive; (2) contribute **one hundred sixty two thousand dollars (\$162,000)** for

Developer's proportionate share responsibility of designing, engineering and constructing its portion of 6650 South – South Bench Drive; and (3) pay to City the cost of the asphalt patching that Developer is responsible for towards the construction of 6650 South - South Bench Drive, which is the temporary asphalt patching required to repair the asphalt removed as part of the construction of the storm drain line from 475 East to Pebble Creek Drive that was constructed with Riverside Place Phase 2.

F. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Development Agreement for the purpose of specifying the obligations of the respective parties with respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.
2. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City ordinance and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.
3. **Property Dedication and Acquisition.** Developer agrees to dedicate to City at no cost to City other than the consideration described in this Agreement certain property needed for the 6650 South - South Bench Drive Right-of-Way; the deed is contained in **Exhibit D**. This dedication shall occur when requested by City or at the time the Subdivision plat of the phase adjacent to 6650 South - South Bench Drive is recorded, whichever comes first.
4. **Construction of 6650 South - South Bench Drive.** City shall be responsible for the design, engineering, and bidding of 6650 South - South Bench Drive along the frontage of the Subdivision according to the City's Public Works Standards. City will award the construction contract to the lowest responsive responsible bidder according to City and State procurement policies. City will then issue a Notice to Proceed, provide construction inspections, and see that construction is diligently pursued to completion. City agrees to begin construction on or before June 1, 2019. In exchange for City designing, engineering, and constructing the full 6650 South – South Bench Drive right-of-way, which includes the Subdivision project development costs,

Developer agrees to pay a fee-in-lieu for its proportionate share of the required improvements along the frontage. The calculation for the fee-in-lieu is shown in **Exhibit E**.

5. **Payment Schedule.** City shall be responsible for all payments to the contractor constructing 6650 South - South Bench Drive, paying cash up front and looking to the receipt of impact fees for repayment of its costs. Developer agrees to pay to City **eighty one thousand dollars (\$81,000)**, which represents fifty percent (50%) of its share of **one hundred sixty two thousand dollars (\$162,000)**, within fifteen (15) days following the Preconstruction Meeting with the contractor selected by City to perform the work. Developer shall make its second and final payment of the same amount to City within thirty (30) days following City's issuance of Substantial Completion to the Contractor. The City is responsible to notify the Developer once Substantial Completion has been given.

6. **Trench Repair.** As part of the construction for Riverside Place Phase 2, Developer installed a storm drain line in the existing pavement in 6650 South from Pebble Creek Drive to 475 East. Developer has not yet repaired the trench. Developer agrees to pay to City the amount Developer would have spent on this repair, which is **thirteen thousand, three hundred twenty five dollars (\$13,325.00)**. Such payment shall be made within 30 days of the date of this Agreement. Upon such payment, City shall release Developer from its responsibility for the repair. Developer has the option to install minimal improvements to the patch area, if desired, but no deduction from the amount owed will be allowed.

7. **Detention Basin – Fee in lieu of Actual Construction.** On September 21, 2017, Developer paid City cash in the amount of \$62,432.10, and bought into the regional stormwater detention basin built in the Old Maple Farms development west of 475 East. In exchange for this payment, Developer is excused from providing local on-site stormwater detention within the Subdivision.

8. **Spaulding Drive.** Developer is not proposing to connect the Subdivision to the abutting Spaulding Drive stubbed street. This will allow for an additional lot in the development. City agrees to allow Developer to not connect to Spaulding Drive. City also agrees to initiate proceedings to formally vacate the right-of-way. Developer agrees to cap the existing underground utilities, remove the existing curb, gutter, sidewalk and asphalt, and install curb, gutter, sidewalk and asphalt across the southern boundary of the vacated right-of-way to completely remove the former intersection. This construction shall be required along with the other improvements associated with the Riverside Place Phase 3 development.

9. **Canyon Meadows Park Access.** Developer agrees to install at its expense a ten-foot wide concrete sidewalk from Green Springs Way to Petersen Parkway to establish pedestrian access to Canyon Meadows Park. This construction shall be required along with the other improvements associated with the Riverside Place Phase 3 development.

10. **Development Signs.** In exchange for leaving 6650 South – South Bench Drive in its current state, City agrees to allow Developer to post three (3) signs in the public right-of-way to facilitate the marketing of available lots without having to travel the existing 6650 South road.

11. **Successors and Assigns.**

11.1 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties.

11.2 **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.

12. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after giving written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:

- a. all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;
- b. to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and
- c. the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

13. **Insolvency.** Insolvency, bankruptcy, or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action is unresolved for a period of one hundred eighty (180) days, shall be deemed to be a default by such Party under this Agreement.

14. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

15. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: Manchester Group LLC
1245 E Brickyard Rd #100
Salt Lake City, UT 84106

City: South Weber City
Attention: City Manager
1600 East South Weber Drive
South Weber, UT 84405

Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this section.

16. **General Terms and Conditions.**

16.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.

16.2 **Captions and Construction.** This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as defined herein. As used in this Agreement, the words “include” and “including” shall mean “including, but not limited to” and shall not be interpreted to limit the generality of the terms preceding such word.

16.3 **Term of Agreement.** The term of this Agreement shall be for a period of five (5) years following the date of its adoption.

16.4 **Agreement to Run with the Land.** This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

16.5 **Legal Representation.** Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement

16.6 **Non-Liability of City Officials.** No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

16.7 Entire Agreement. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

16.8 No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

16.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

16.10 Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

16.11 Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

16.12 Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

16.13 Exhibits. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

“Developer”
MANCHESTER GROUP LLC

By _____

Title _____

“City”
SOUTH WEBER CITY

By _____
Mayor Jolene C. Sjoblom

Attest:

South Weber City Recorder

DRAFT



EXHIBIT "A"
RIVERSIDE PLACE SUBDIVISION – BOUNDARY DESCRIPTION

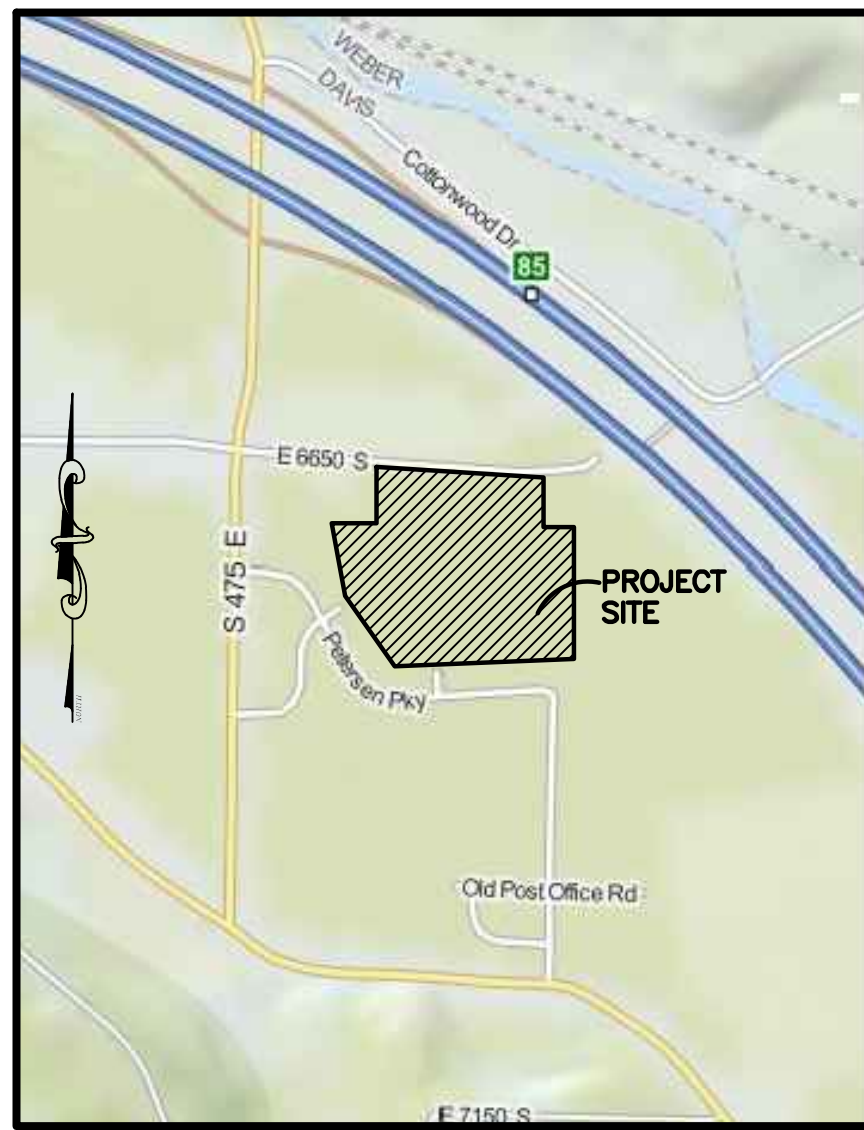
PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING ON A CORNER OF LOT 101, CANYON MEADOWS PUD, SAID POINT BEING N00°36'39"E 1242.78 FEET AND S89°23'21"E 458.28 FEET FROM A FOUND BRASS CAP MONUMENT AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE ALONG THE EASTERLY LINE OF CANYON MEADOWS PUD THE FOLLOWING (7) SEVEN COURSES; (1) N01°13'41"E 97.05 FEET; (2) N07°46'08"E 52.92 FEET; (3) N44°30'55"W 54.62 FEET; (4) N33°48'40"W 109.43 FEET; (5) N31°10'21"W 194.25 FEET; (6) N20°05'21"W 56.75 FEET; (7) N15°51'08"W 365.60 FEET; THENCE S88°54'00"E 77.51 FEET; THENCE N04°02'09"E 187.64; THENCE S86°00'00"E 916.00 FEET; THENCE S89°50'59"E 100.85 FEET TO THE WESTERLY LINE OF STAN COOK SUBDIVISION PHASE 2 AMENDED; THENCE ALONG THE WESTERLY LINE OF STAN COOK SUBDIVISION PHASE 2 AMENDED THE FOLLOWING (3)THREE COURSES; (1) S01°20'50"W 424.39 FEET; (2) EAST 254.19 FEET; (3) S01°22'05"W 468.44 FEET TO THE NORTHERLY LINE OF CANYON MEADOWS PUD; THENCE S85°34'52"W ALONG THE NORTHERLY LINE OF CANYON MEADOWS PUD 1031.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 1048543 SQUARE FEET OR 24.071 ACRES

Solutions You Can Build On™

Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
920 Chambers St., Suite 14 • Ogden, Utah 84403 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com



Vicinity Map
SCALE: NONE

Line Table

LINE	BEARING	DISTANCE
L1	S89°05'48"E	10.05
L2	N5°45'21"W	20.00

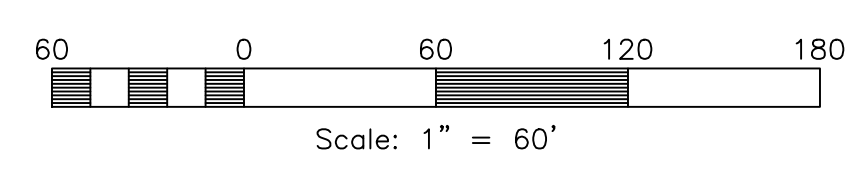
Curve Table

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	5.50	8.63	7.77	5.49	S41°00'54"E	89°52'07"
C1	5.50	8.64	7.78	5.50	N48°55'10"E	90°00'00"
C2	385.00	10.50	10.50	5.25	S86°51'43"E	1°33'45"
C3	385.00	9.77	9.77	4.88	N88°22'12"W	1°27'13"
C4	350.00	18.42	18.42	9.21	N87°35'19"W	3°00'58"
C5	315.00	16.58	16.58	8.29	N87°35'19"W	3°00'58"
C6	60.00	6.42	6.42	3.21	S87°50'18"W	6°07'48"
C7	60.00	52.60	50.93	28.13	S89°39'29"W	50°13'50"
C8	60.00	52.60	50.93	28.13	S09°25'38"W	50°13'50"
C9	60.00	0.17	0.17	0.09	S15°46'13"E	0°09'51"
C10	25.00	46.58	40.13	33.64	N37°31'32"E	106°45'20"
C11	20.00	37.26	32.10	26.91	S37°31'32"W	106°45'20"
C12	385.00	2.24	2.24	1.12	S16°01'08"E	0°20'01"
C13	385.00	66.67	66.59	33.42	N21°08'48"W	9°55'20"
C14	385.00	34.03	34.02	17.03	S28°38'25"E	5°03'53"
C15	350.00	93.59	93.31	47.07	N23°30'45"W	15°19'13"
C16	315.00	84.23	83.98	42.37	N23°30'45"W	15°19'13"
C17	5.50	8.64	7.78	5.50	S13°49'39"W	90°00'00"
C18	5.50	8.64	7.78	5.50	S76°10'21"E	90°00'00"
C19	385.00	13.34	13.34	6.67	S32°09'54"E	1°59'05"
C20	385.00	75.13	75.01	37.68	N36°45'46"W	11°10'50"
C21	385.00	14.53	14.53	7.27	N43°26'03"W	2°09'44"
C22	350.00	81.51	81.32	40.94	N37°50'38"W	13°20'34"
C23	315.00	23.83	23.82	11.92	S33°20'23"E	4°20'04"
C24	315.00	49.53	49.47	24.81	N40°00'40"W	9°00'30"
C25	150.00	39.66	39.54	19.95	S36°56'28"E	15°08'53"
C26	150.00	41.20	41.20	20.80	N21°24'07"E	15°47'12"
C27	60.00	28.64	28.37	14.60	N27°15'13"W	27°20'46"
C28	60.00	49.69	48.28	26.37	N64°39'07"W	47°27'03"
C29	60.00	6.33	6.32	3.17	S88°36'07"W	6°02'29"
C30	20.00	17.42	16.87	9.31	N69°28'01"W	49°54'13"
C31	60.00	16.08	16.03	8.09	N77°54'20"E	15°21'03"
C32	60.00	59.62	57.20	32.53	S41°45'53"W	56°55'52"
C33	60.00	14.60	14.56	7.34	N06°19'42"E	13°56'30"
C34	100.00	20.45	20.41	10.26	S05°12'52"W	11°42'51"
C35	63.00	81.93	76.28	47.91	N48°19'35"E	74°30'34"
C36	28.00	36.41	33.90	21.30	N48°19'35"E	74°30'34"
C37	5.50	8.64	7.78	5.50	S16°51'59"E	91°35'22"
C38	5.50	8.49	7.67	5.35	S33°08'01"E	88°24'38"
C39	5.50	7.55	6.97	4.50	N38°01'44"W	78°37'13"
C40	5.50	9.73	8.51	6.72	N51°58'16"E	101°22'47"
C41	5.50	8.65	7.78	5.51	S32°17'59"E	90°04'43"
C42	5.50	8.63	7.77	5.49	N57°43'13"E	89°52'53"
C43	165.00	102.51	100.87	52.97	S05°01'09"E	35°35'49"
C44	200.00	130.70	128.38	67.78	S04°05'47"E	37°26'32"
C45	235.00	96.56	95.88	48.97	N00°58'05"E	23°32'35"
C46	235.00	49.28	49.19	24.73	S18°48'38"E	12°00'51"
C47	150.00	69.59	69.08	35.72	N81°24'07"E	24°09'53"
C48	200.00	84.35	83.73	42.81	S10°44'07"E	24°09'53"
C49	235.00	54.98	54.85	27.62	S16°06'55"E	13°24'16"
C50	235.00	44.13	44.07	22.13	S04°01'59"E	10°45'37"
C51	28.00	42.60	38.61	26.65	S42°14'20"E	87°10'19"
C52	63.00	95.85	86.87	59.96	N42°14'20"W	87°10'19"
C53	98.00	62.39	61.34	32.29	S16°53'30"E	36°28'40"
C54	98.00	58.44	57.58	30.12	N52°12'48"W	34°09'56"
C55	98.00	28.27	28.17	14.23	S77°33'38"E	16°31'43"
C56	1039.00	52.28	52.27	26.14	N87°23'26"E	2°52'58"
C57	5.50	8.65	7.79	5.51	N48°59'06"E	90°07'53"
C58	5.50	8.61	7.76	5.48	S40°57'10"E	89°44'39"
C59	5.50	8.66	7.80	5.52	N49°02'50"E	90°15'21"
C60	5.50	8.64	7.78	5.50	S41°04'50"E	90°00'00"
C61	235.00	55.52	55.40	27.89	S02°50'57"E	13°32'15"
C62	235.00	59.90	59.74	30.11	S16°55'13"E	14°36'17"
C63	235.00	59.90	59.74	30.11	S31°31'31"E	14°36'17"
C64	235.00	59.90	59.74	30.11	S46°07'48"E	14°36'17"
C65	235.00	59.90	59.74	30.11	N60°44'05"W	14°36'17"
C66	235.00	59.90	59.74	30.11	S75°20'23"E	14°36'17"
C67	235.00	48.30	48.24	24.24	N88°51'50"W	11°46'37"
C68	200.00	34.27	30.26	23.45	S45°14'59"E	98°20'18"
C69	165.00	1.70	1.70	0.85	S03°37'28"W	0°35'25"
C70	165.00	123.19	120.35	64.62	N18°03'32"W	42°46'34"
C71	165.00	129.51	126.21	68.30	N61°56'00"W	44°58'23"
C72	165.00	28.79	28.76	14.43	N89°25'10"W	9°59'56"
C73	365.00	23.60	23.59	11.80	S87°25'59"W	3°42'15"
C74	365.00	85.21	85.02	42.80	N84°01'37"W	13°22'33"
C75	400.00	119.24	118.80	60.07	N85°52'44"W	17°04'48"
C76	435.00	73.20	73.11	36.68	S89°35'54"E	9°38'28"
C77	435.00	56.48	56.44	28.28	N61°03'30"W	7°26'20"



Legend

- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- ADJOINING PROPERTY
- EXISTING EASEMENTS
- EASEMENT
- EXISTING POWERLINE
- EXISTING PAVEMENT
- P.U.E.



Riverside Place Subdivision

South Weber City, Davis County, Utah

Design Criteria

TOTAL AREA OF SUBD.....22.39 ACRES
 R-M PORTION OF SUBD.....12.39 ACRES
 R-P PORTION OF SUBD.....10.00 ACRES

R-M CRITERIA
 BASE DENSITY 12.39 X 2.8 = 34.69 LOTS

R-P CRITERIA
 BASE DENSITY 10.00 X 6.00 = 60 LOTS

TOTAL DENSITY
 R-P LOTS 44 LOTS
 R-M LOTS 32 LOTS

SETBACKS: FRONT 20', REAR 10', SIDE 6' (20' ON CORNER LOTS)
 *LOTS 1-5, 24-30 & 31-35 WILL HAVE A 15' REAR SETBACK TO ALLOW THE 15' LANDSCAPE BUFFER.

SETBACKS: FRONT 20' REAR 25', SIDE 10' (20' ON CORNER LOTS)

Reeve & Associates, Inc.
 900 CHAMBERS STREET, SUITE 14, DORSET, UTAH 84003
 TEL: (801) 621-2100 FAX: (801) 621-2666 WWW.REVEE-ASSOC.COM
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 ARCHITECTS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION
5-2-16	CITY COMMISSION
6-1-16	PLANNING COMMISSION
6-13-16	SPAUDLING PIECE OUT

Riverside Place Subdivision
 PART OF THE NW 1/4 OF SECTION 28, T-5N, R-1W, S-11B & M, U.S. SURVEY
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Preliminary Plan
"Not to be Recorded"

Project Info.
 Engineer: N. Reeve
 Designer: C. Cave
 Begin Date: NOVEMBER 11, 2015
 Name: RIVERSIDE PLACE SUBDIVISION
 Number: 6626-01

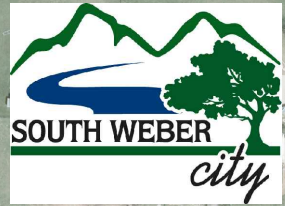
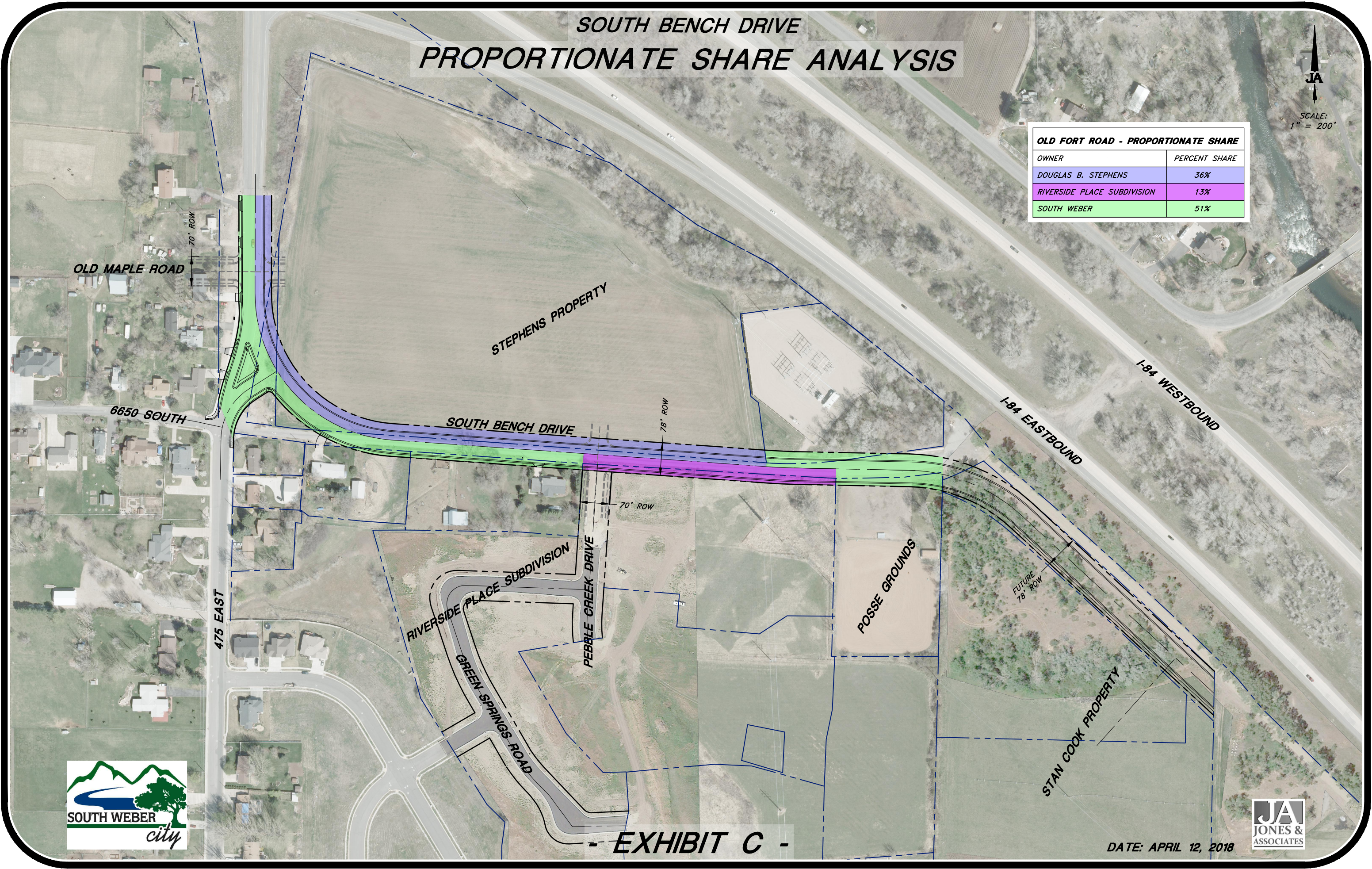
Revised: June 13, 2016

Developer:
 Doug Brady
 801-792-5123

SOUTH BENCH DRIVE PROPORTIONATE SHARE ANALYSIS

JA
SCALE:
1" = 200'

OLD FORT ROAD - PROPORTIONATE SHARE	
OWNER	PERCENT SHARE
DOUGLAS B. STEPHENS	36%
RIVERSIDE PLACE SUBDIVISION	13%
SOUTH WEBER	51%



- EXHIBIT C -

DATE: APRIL 12, 2018



WHEN RECORDED, MAIL TO:
South Weber City Corporation
1600 E South Weber Dr.
South Weber, UT 84405

Affecting Tax ID No. 13-018-0082

Warranty Deed

Project: South Weber – South Bench Drive
See Exhibit 1A

MB-Riverside Place Phases 4, 5, & 6 LLC, of the State of Utah, Grantor, hereby CONVEY AND WARRANT to the City of South Weber, at 1600 E South Weber Dr, South Weber, Utah 84405, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

INSERT LEGAL DESCRIPTION HERE

IN WITNESS WHEREOF, said **MB-Riverside Place Phases 4, 5, & 6 LLC**, have caused this instrument to be executed by its proper officer thereunto duly authorized, this _____ day of _____, 20_____.

Name
MB-Riverside Place Phases 4, 5, & 6 LLC

STATE OF)
 :SS
COUNTY OF)

On this date first above written, before me _____, a notary public, personally appeared **Name**, proved on the basis of satisfactory evidence to be an authorized signer of the **MB-Riverside Place Phases 4, 5, & 6 LLC**, whose name is subscribed to this instrument on behalf of the Douglas B Stephens Trust, and acknowledged they executed the same. Witnessed my hand and official seal.

NOTARY PUBLIC
Commission Expires:



South Weber City Corporation
South Bench Drive Construction Project

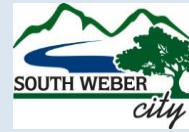


Exhibit E - Cost Estimate Summary & Proportionate Share Analysis

Date: April 12, 2018

Project Cost Summary

Shared Project Costs

1	General (Mobilization, SWPPP, and Traffic Control)	\$55,000.00
2	Roadway	\$877,655.00
3	Storm Drain	\$122,950.00
Subtotal =		\$1,055,605.00
8% Engineering & Construction Management* =		\$84,448.40
10% Contingency** =		\$105,560.50
TOTAL SHARED PORTION =		\$1,245,613.90

<u>Entity</u>	<u>% Share</u>	<u>Shared Cost</u> <u>Subtotal</u>
A South Weber City	51%	\$635,263.09
B Douglas B. Stephens	36%	\$448,421.00
C Riverside Place Subdivision	13%	\$161,929.81

Individual Project Costs

4	Water - City Portion	\$58,338.00
5	Landscaping - City Portion	\$63,588.00
6	Miscellaneous - City Portion	\$66,465.00
7	Sewer - Stephens Portion	\$17,167.50
8	Water & Irrigation - Stephens Portion	\$19,824.00

<u>Entity</u>	<u>TOTAL COST</u>
A South Weber City	\$823,654.09
B Douglas B. Stephens	\$485,412.50
C Riverside Place Subdivision	\$161,929.81

PROJECT TOTAL = \$1,470,996.40

Note: Does not include any purchase of additional property for Right-of-Way


** Includes topographic survey, engineering design, bidding, construction staking, inspections, project meetings, field modifications, processing of change orders and pay requests.*

*** Includes minor items not shown in the estimate, difference between estimated and actual unit costs, potential quantity changes, potential change orders from unforeseen circumstances.*



MEMORANDUM

TO: South Weber City Mayor and Council

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

CC: Mark McRae – South Weber City Manager (Acting)
Mark Larsen – South Weber City Public Works Director
Lisa Smith – South Weber City Deputy Recorder

RE: **OLD MAPLE FARMS PHASE 3 SUBDIVISION**
Final Review

Date: April 11, 2018

Our office has completed a review of the Final Plat and Improvement Plans for the Old Maple Farms Phase 3 Subdivision, received on March 30, 2018. We recommend approval, and offer the following comments.

PLAT – No comments.

IMPROVEMENT PLANS – No comments.

FOLLOWING APPROVAL

1. The final approved plans need to be stamped and signed by a Licensed Professional Engineer. Our office will approve the official construction set to be used and referenced by all associated parties.
2. A preconstruction meeting will need to be held with the developer's contractor, other utility provider personnel and City Staff prior to the commencement of any construction.
3. The City's Land Development Agreement and Escrow Agreement will need to be signed prior to recording the plat. The cash escrow account will need to be set up in a federally insured institution as a guarantee for all improvements not yet constructed (the cost estimate must be approved by the City Engineer). This will need to be done prior to the plat being recorded. This amount includes a 15% Contingency on all improvements remaining at the time it is established and a 10% Guarantee on all improvements.

SOUTH WEBER CITY

RESOLUTION 18-25

FINAL APPROVAL OF OLD MAPLE FARMS PHASE 3 SUBDIVISION

Whereas, a public hearing was held regarding this subdivision application;
and

Whereas, the Planning Commission met on July 13, 2017 and is recommending approval; and

Whereas, the City Council has carefully reviewed the plat and supporting documents;

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

SECTION 1: ADOPTION “18-25 Final Approval of Old Maple Farms Phase 3 Subdivision” of the South Weber Municipal Resolutions is hereby *added* as follows:

ADOPTION

18-25 Final Approval of Old Maple Farms Phase 3 Subdivision (*added*)

BE IT HEREBY RESOLVED, the South Weber City Council accepts final plat and associated improvement plans for the Old Maple Farms Phase 3 Subdivision (24 lots) located at approx. 6400 South 300 East.

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

AYE NAY ABSENT ABSTAIN

Blair Halverson

Kent Hyer

Angie Petty

Merv Taylor

Wayne Winsor

Jo Sjoblom, Mayor, South Weber City

Attest

Mark McRae, Recorder, South Weber City