

Pleasant View City Council

Meeting Agenda

Tuesday, September 26, 2023

6:00 p.m.

6:00 P.M. 1. **Introduction.**

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought:
(Councilmember Sara Urry)
- b. Declaration of Conflicts of Interest
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

6:05 P.M. 2. **Land Use Agreements.**

Discussion and possible action for a land use agreement and easement conveyances, relative to a new soda shop development at 883 W Pleasant View Drive.

- a. Access Easement
- b. Storm Drain Easement
- c. Development Agreement (Fee-in-Lieu-of-Detention)
- d. Shared Parking Agreement (with negative recommendation)
(Presenter: Dana Shuler)

6:30 P.M. 3. **Pickleball Courts Bid Advertisement.** Discussion and possible action to allow advertisement for bids for the Pickleball Courts project – Demolition and Grading Package, with additional project funding still in-progress of being secured. (Presenter: Dana Shuler)

6:40 P.M. 4. **Oman Estates.** Discussion and possible action to approve the escrow agreement for Oman Estates Subdivision as there is no prior record of city approval. (Presenter: Dana Shuler)

6:45 P.M. 5. **School Resource Officer Agreement.** Discussion and possible action to approve an interlocal agreement with Weber School District for the School Resource Officer. (Presenter: Ryon Hadley)

7:00 P.M. 6. **Closed Meeting.** Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

7. **Other Business**

8. **Adjournment**

Public Notice is hereby given that the City Council of Pleasant View, Utah will hold a Public Meeting in the city office at 520 West Elberta Dr. in Pleasant View, Utah on Tuesday, September 26, 2023, commencing at 6:00 PM.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Pleasant View City Office at 801-782-8529, at least 24 hours prior to the meeting.

The City Council at its discretion may change the order and times of the agenda items.

WHEN RECORDED, RETURN TO:

Pleasant View City

Attn: Laurie Hellstrom

520 W Elberta Drive

Pleasant View, UT 84414

ACCESS EASEMENT

(affecting Weber County Parcel No. 17-062-0023)

Pleasant View City, a municipal corporation of the State of Utah ("Grantor"), for itself and for its successors and assigns, does hereby grant and convey to **EIGHT EIGHT THREE, LLC** ("Grantee"), its successors and assigns, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid this day by Grantee to Grantor, the following described real property interest:

A permanent, non-exclusive easement (the "Access Easement") over, along, across, and upon Grantor's Property solely for vehicular and pedestrian ingress and egress to Lot 1 of the Soda Shop Subdivision . The easement area is described in Exhibit A and depicted on Exhibit B, attached hereto.

Non-Exclusive Use. All right, title and interest in and to any easement area under this Easement which may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any buildings or permanent structures which may cause damage to or interfere with the Grantee's use of this easement.

Term of Easement. The Access Easement shall commence on the execution date of this easement and shall run with the land and continue in full force and effect in perpetuity.

Protection and Restoration of Existing Improvements. Grantee shall protect in place all existing improvements, including but not limited to fencing, on subject property where possible. Where Grantee's use, as defined in this document, will be cause for disturbing existing improvements, Grantee shall restore improvements to a condition equal to pre-disturbance.

Infrastructure. Grantee shall construct and maintain its own driveway apron, and Grantee shall remain owner of said infrastructure. Grantor reserves the right to modify and/or reconfigure Grantee's infrastructure, at Grantor's expense, as necessary to accommodate any improvements Grantor makes to the park entrance road.

IN WITNESS of this, the undersigned have executed this Easement as of this ____ day of September 2023.

Pleasant View City, a municipal corporation of the State of Utah

By: Leonard Call

Its: Mayor

ATTEST

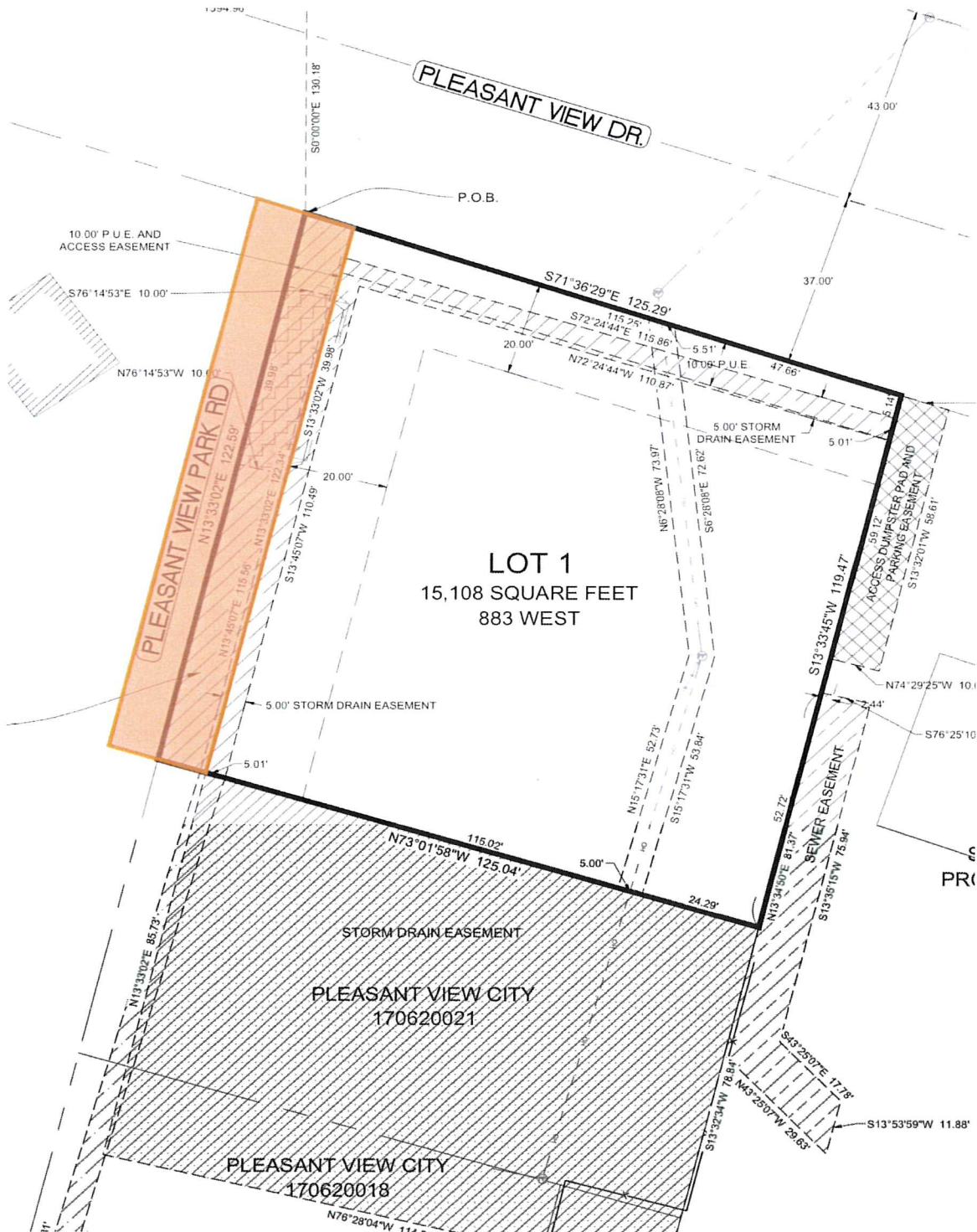
City Recorder

Exhibit A
Storm Drain Easement
Legal Description

A 20 FOOT EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 7 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PLEASANT VIEW DRIVE
BEING LOCATED SOUTH 89°34'55" EAST 1594.96 FEET ALONG THE NORTH LINE OF SAID
SECTION 30 AND SOUTH 00°00'00" EAST 130.18 FEET FROM THE NORTHWEST CORNER OF
SAID SECTION 30; RUNNING THENCE SOUTH 71°36'29" EAST 10 FEET; THENCE SOUTH
13°33'02" WEST 122.34 FEET; THENCE NORTH 73°01'58" WEST 20 FEET; THENCE NORTH
13°34'02" EAST 122.84 FEET; THENCE SOUTH 71°36'29" EAST 10 FEET TO THE POINT OF
BEGINNING.

Exhibit B
Storm Drain Easement Depiction



WHEN RECORDED, RETURN TO:
Pleasant View City
Attn: Laurie Hellstrom
520 W Elberta Drive
Pleasant View, UT 84414

STORM DRAIN EASEMENT
(affecting Weber County Parcel Nos. 17-062-0021 and 17-062-0018)

Pleasant View City, a municipal corporation of the State of Utah ("Grantor"), for itself and for its successors and assigns, does hereby grant and convey to **EIGHT EIGHT THREE, LLC** and **SUGAR DOG PROPERTIES LLC** ("Grantee"), their successors and assigns, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid this day by Grantee to Grantor, the following described real property interest:

A permanent, non-exclusive easement (the "Storm Drain Easement") over, under, along, across, and upon Grantor's Property, solely for the lawful installation, maintenance, operation, repair, replacement, and use of a storm drain line and appurtenances. The easement area is described in Exhibit A and depicted on Exhibit B, attached hereto.

Non-Exclusive Use. All right, title and interest in and to any easement area under this Easement which may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any buildings or permanent structures which may cause damage to or interfere with the Grantee's use of this easement.

Term of Easement. The Storm Drain Easement shall commence on the execution date of this easement and shall run with the land and continue in full force and effect in perpetuity.

Protection and Restoration of Existing Improvements. Grantee shall protect in place all existing improvements, including but not limited to fencing, on subject property where possible. Where Grantee's use, as defined in this document, will be cause for disturbing existing improvements, Grantee shall restore improvements to a condition equal to pre-disturbance.

Infrastructure. Grantee shall maintain storm drain infrastructure in good working order, and Grantee shall remain owner of said infrastructure. Grantor reserves the right to modify and/or reconfigure Grantee's infrastructure, at Grantor's expense, as necessary to accommodate any improvements Grantor makes to the storm drain system.

IN WITNESS of this, the undersigned have executed this Easement as of this ____ day of September 2023.

Pleasant View City, a municipal corporation of the State of Utah

By: Leonard Call

Its: Mayor

ATTEST

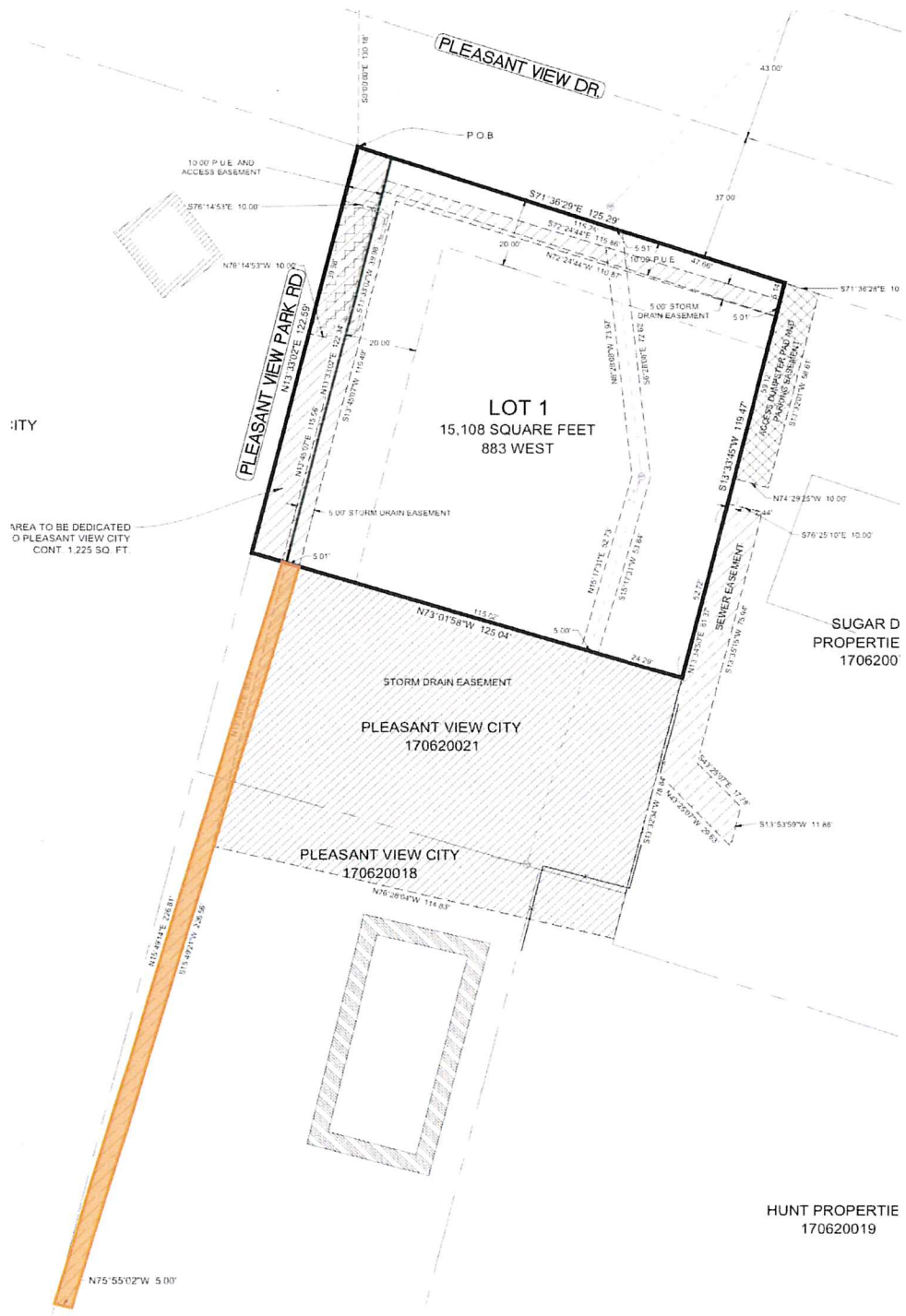
City Recorder
DESCRIPTION

EXHIBIT A

A PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT BEING LOCATED SOUTH 89°34'55" EAST 1574.72 FEET ALONG THE NORTH LINE OF SAID SECTION 30 AND SOUTH 00°00'00" EAST 252.10 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 30; RUNNING THENCE SOUTH 73°01'58" EAST 5.01 FEET; THENCE SOUTH 15°49'21" WEST 226.56 FEET; THENCE NORTH 75°55'02" WEST 5.00 FEET; THENCE NORTH 15°49'14" EAST 226.81 FEET TO THE POINT OF BEGINNING.

Exhibit B Storm Drain Easement Depiction



When recorded, please return to:

Laurie Hellstrom, City Recorder
Pleasant View City
520 Elberta Dr.
Pleasant View, Utah 84414

DEVELOPMENT AGREEMENT For Soda Shop Site Plan

This Development Agreement ("Agreement") regarding Soda Shop Site Plan ("Project") as depicted in Exhibit A is made and entered into this ____ day of _____, 20____ ("Effective Date") by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and EIGHT EIGHT THREE, LLC of Pleasant View, Utah ("Developer"). City and Developer may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS this Agreement is intended to specify the conditions under which the Project will be completed and the roles of the Parties;

WHEREAS Developer will complete the installation of certain improvements which provide access, infrastructure, and municipal services to the Project ("Project Improvements");

WHEREAS Project Improvements would typically include a storm water detention basin and its related appurtenances specifically for Project ("Project Detention Basin");

WHEREAS City owns and maintains a detention basin approximately 500-ft from Project located at the south end of the Pleasant View City Park ("Park Detention Basin");

WHEREAS City sees the benefit in improving Park Detention Basin in lieu of Developer creating a new project-specific detention basin;

WHEREAS Developer acknowledges the benefit of contributing towards improving Park Detention Basin in lieu of Developer creating Project Detention Basin;

WHEREAS City's Municipal Code allows City to enter into an agreement with developers for offsite improvements;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and City hereby agree as follows:

(continued on next page)

AGREEMENT

1. Property Affected by this Agreement.

1.1. Project Property. The description of the Project is attached and specifically described in Exhibit A.

1.2. City Property. Park Detention Basin is located on Weber County Parcel 17-062-0023.

No additional property may be added to this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the Parties hereto.

2. Subdivision and Site Plan Development – City Approvals. Normal City approval process shall apply in accordance with Pleasant View City Ordinances.

3. Developer's Obligations and Timing. "In lieu of" Improvements. Developer acknowledges that as part of Project, a new storm water detention basin would be required. Project Detention Basin would include a storm water control structure, landscaped or subterranean detention basin, and associated piping. In lieu of this Project Detention Basin, City agrees to forego the requirement for the Project Detention Basin in return for the Developer contributing a cash payment of \$6,500.00 towards improving Park Detention Basin. Payment shall be made to City prior to recordation of final Project plat.

4. City's Obligations and Timing. City agrees to forego the requirement of the Project Detention Basin and apply Developer's cash contribution towards improving Park Detention Basin. City will strive to perform said improvements within five (5) years of contribution by Developer.

5. Default.

5.1. An "Event of Default" shall occur under the Agreement if any Party fails to perform its obligations hereunder where those obligations are due, and the defaulting Party has not performed the delinquent obligations within 30 days following delivery of written notice of such delinquency ("Notice of Default") to the delinquent Party. Notwithstanding the foregoing, if the default cannot be reasonably cured within that 30-day period, a Party shall not be in default so long as that Party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete.

5.2. Parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, whether such costs and expenses are incurred with or without suit or before or after judgment.

6. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to exercise all of the following rights and remedies:

6.1. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

6.2. The right to withhold reasonably related approvals, licenses, permits, or other rights associated with the Project or any development described in this Agreement until such default has been cured.

6.3. The right to draw upon any security posted or provided in connection with the Project.

7. **Notice and Cure.** Once an Event of Default has occurred, the noticing Party shall have the right to cure the default and seek reimbursement from the defaulting Party for the costs incurred in effecting such cure. Notwithstanding any provision herein to the contrary, the defaulting Party shall reimburse the curing Party for such costs of curing a default within 15 days following delivery to the defaulting Party of a written notice of such costs along with reasonable support documentation.

8. **Conflicts.** This Agreement is intended to be in harmony with all Federal and State laws, and City ordinances, codes, procedures, regulations, and rules "Laws." If any provision herein is contrary to or inconsistent with any Laws, the provisions of Laws shall govern. In the event of any conflict between the terms of this Agreement and those of any document entered into prior to this Agreement, this Agreement shall govern.

9. **Severability.** If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.

10. **Agreement to Run with the Land.** This Agreement shall be recorded in the office of the Weber County Recorder against the properties in the Project and shall run with the land and be binding on all successors in the ownership of any portion of the Project.

11. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relative to the subject matter hereof and shall not be modified or amended except by a written instrument executed by all the Parties.

12. **Contact Information.** Any notices, requests, or demands required or desired to be given hereunder shall be made to the Parties as follows:

For Developer: Scott Cope
 Eight Eight Three, LLC
 P.O. Box 3309
 Ogden, Utah 84409
 Copesetic91@gmail.com

For City: Amy Mabey, City Administrator
Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414
amabey@pleasantviewcity.com

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

13. **Exhibits to this Agreement.** Exhibits to this Agreement are enumerated as follows:

13.1. Exhibit A – Property Description

14. **Assignment.** This Agreement shall not be further assigned or in any way transferred without first obtaining the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

(continued on next page)

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

FOR DEVELOPER

(name)

STATE OF UTAH)

§
COUNTY OF _____)

On this ____ day of _____, in the year _____, before me _____ (notary public name) a notary public, personally appeared _____ (name of document signer), proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she/they executed the same..

Witness my hand and official seal.

Notary Public signature

(Printed Name)

(seal)

FOR PLEASANT VIEW CITY

By: Leonard Call

Its: Mayor

Attest:

City Recorder

Approved as to Form: _____
City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

All of Lot 1 of the Soda Shop Subdivision

When recorded, please return to:
Laurie Hellstrom, City Recorder
Pleasant View City
520 Elberta Dr.
Pleasant View, Utah 84414

ESCROW AGREEMENT

For _____

This Escrow Agreement ("Agreement") is made this 29th day of April, 2021 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Derrick Oman of Pleasant View, Utah ("Developer"), and Inwest Title Services, of Ogden, Utah, ("Escrow Agent"). City, Developer, and Escrow Agent may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS City has granted Developer approvals for the construction of improvements and recordation of a proposed subdivision of land in Pleasant View City, Weber County, Utah. The subdivision is to be known as Oman Estates ("Project"). Exhibit A delineates the subdivision area and is attached as Exhibit A. Project contains Weber County Parcel number(s): _____; and

WHEREAS Developer now desires to enter into this escrow agreement as security for improvements required for a development project, in compliance with the ordinances and standards of the City, and with specific development approval requirements;

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

AGREEMENT

1. **Appoint of Escrow Agent.** Inwest Title Services is hereby appointed Escrow Agent, and as Escrow Agent shall hold, in a separate escrow account, the sum specified in paragraph two (2) of this Agreement, subject to the terms and conditions set forth herein. Should Escrow Agent breach any part of this Agreement, it shall pay to City any damages as the result of its breach, including providing of the funds from the escrow account that were erroneously dispersed to complete the improvements described in this Agreement and reasonable attorney fees and costs.

2. **Deposit in Escrow.** Developer shall deposit with Escrow Agent in Account No. 284343 the sum of \$ 92,538.15, which is the amount of money equal to 115% of the cost of the improvements to be installed as required by the City Subdivision Ordinance, as per the City-approved Engineer's Estimate

(see Exhibit B) ("Escrow Amount"). The Escrow Amount shall be divided as shown in Engineer's Estimate.

2.1. Escrow Agent certifies it has received and is in possession of the funds as described above. If at any time prior to completion of the subdivision or acceptance of the improvements by the City, the City determines the amount held by Escrow Agent is not sufficient to complete the required improvements and the contingency and guarantee amounts required, Developer agrees to deposit the additional amounts into the escrow account within 30 days of receiving written or electronic notice from the City. The City shall not issue any building permits in the subdivision if the cost of improvements and the security amount falls below the amount required in this agreement.

3. **Application of Escrow Funds.** It is agreed by all Parties that the funds indicated in paragraph two (2) of this Agreement shall be used exclusively for the purpose of paying for the costs, materials, construction, and installation of all improvements required by the City's Subdivision Ordinance and development approvals. The undersigned, including the Escrow Agent, further agree that the funds held in the escrow account shall be distributed by Escrow Agent to Developer only upon written or electronic authorization by an authorized officer of the City. City authorization will be made upon the City's letterhead, indicating review and approval by the City.

4. **Limitation on Application of Funds.** The Developer shall not withdraw from the escrow account, nor shall the Escrow Agent permit any withdrawal from the escrow account, funds identified as guarantee funds in paragraph five (5) below, except as provided in paragraph six (6).

5. **Guarantee Funds.** A guarantee sum equal to 10% of the cost of the improvements to be installed, or \$ 8,558.10, as shown in Exhibit B, shall remain with Escrow Agent for a period of at least one (1) year after the conditional acceptance of the improvements by the City. In the event the escrow funds do not pay for and complete in full all of the improvements required, then, upon demand by the City, Developer agrees to immediately place in escrow account, with Escrow Agent, all additional amounts necessary to complete the improvements. Developer may not use guarantee funds to complete the improvements but must place additional money in escrow account.

5.1. Unless other appropriate security is provided, a 10% guarantee fund shall be held in escrow to warrant and guarantee that the required improvements installed by Developer remain in good condition for a period of one (1) year after the date of conditional acceptance by the City as required by the City Subdivision Ordinance and development approvals.

6. **Default on Improvements.** Should Developer fail to complete the improvements required by the City Subdivision Ordinance and development approvals within two (2) years of the Effective Date of this Agreement, the City may declare the funds on deposit with the Escrow Agent forfeited, and the proceeds of the account may be used by the City to complete the improvements required by the City Subdivision Ordinance. The City may also, at its sole discretion and after receiving written request from the Developer, grant the Developer one (1) additional year to install the improvements by sending the Developer notice of the extension by email, with a copy also sent to the Escrow Agent.

At the end of the required period or additional year, if the improvements have not been completed, the funds on deposit with the Escrow Agent shall be forfeited, and the City may use the funds to install the improvements if sufficient funds are available to complete the improvements. If the funds remaining in escrow are not sufficient to complete the improvements, the funds remaining in escrow shall be forfeited to the City for use on the Project at the discretion of the City.

All demands by the City to Developer to perform corrections or completion of improvements shall be made by email, with a copy also sent to the Escrow Agent. If the defect is not corrected or improvements are not completed within 30 days following service of such demand, the City may correct the defect or complete the improvements and charge the Developer such costs, unless Developer requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the Pleasant View City Council within the 30-day period of time respecting the alleged defects or incompletions. The Escrow Agent, upon receiving notification from the City of the defect and that the City has incurred the cost of correcting the defect, shall pay to the City or to the subcontractor as specified by the City, from the escrow account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the Parties for its payments to the City or subcontractor.

After the successful completion of the improvements and all other requirements of the City Subdivision Ordinance and this Agreement, any funds in the escrow account, other than guarantee funds, not used to install the improvements or to pay other costs associated with the completion of the subdivision shall be returned to the Developer.

7. **Completion of Guarantee.** Once the guarantee period has been completed, no sooner than one (1) year after the City has given Conditional Acceptance of the improvements, at the request of the Developer, the City shall perform a final inspection, and, if the required improvements remain substantially free from latent defects during the guarantee period, the City shall certify such fact to Escrow Agent, who shall release to the Developer any funds still held in the escrow account, and Escrow Agent shall be discharged of its obligations to the City. Should defects be identified by the City, the Developer shall make necessary repairs or corrections at the sole cost of Developer, and, once accepted by the City, funds shall be released as found herein.

8. **Conflicts.** This Agreement is intended to be in harmony with all Federal and State laws, and City ordinances, codes, procedures, regulations, and rules "Laws." If any provision herein is contrary to or inconsistent with any Laws, the provisions of Laws shall govern. In the event of any conflict between the terms of this Agreement and those of any document entered into prior to this Agreement, this Agreement shall govern.

9. **Severability.** If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.

10. **Default.** Parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's

fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, whether such costs and expenses are incurred with or without suit or before or after judgment.

11. **Force Majeure.** No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) herein so long as and to the extent to which any delay or failure in the fulfillment of such obligation is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, or acts, omissions or delays in acting by any financial institution, governmental authority, or the other party. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Parties of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

12. **Agreement to Run with the Land.** It is intended by Parties that this Agreement shall run with the land described herein and shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, successors in interest and assigns.

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relative to the subject matter hereof and shall not be modified or amended except by a written instrument executed by all the Parties.

14. **Contact Information.** Any notices, requests, or demands required or desired to be given hereunder shall be made to the Parties as follows:

For Developer:

Name
Company Name
Address
City, state, zip
email

For City:

Amy Mabey, City Administrator
Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414
amabey@pleasantviewcity.com

For Escrow Agent: Rachel Miller
Inwest Title Services
920 Chambers #10
South Ogden, Ut 84403
rachel@inwesttitle.com

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

15. **Exhibits to this Agreement.** Exhibits to this Agreement are enumerate as follows:

15.1. Exhibit A – Subdivision Area

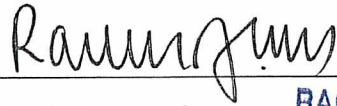
15.2. Exhibit B – Engineer's Estimate

16. **Assignment.** This Agreement shall not be further assigned or in any way transferred without first obtaining the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

(continued on next page)

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

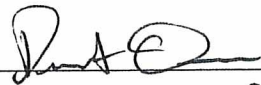
FOR ESCROW AGENT



By: (Print name) RACHEL J. MILLER

Its: (title) Escrow officer

FOR DEVELOPER



By: (Print name) Derrick Oman

Its: (title) _____

FOR PLEASANT VIEW CITY

By: (name) _____

Its: Mayor

Attest: _____
City Recorder

Approved as to Form: _____
City Attorney

ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me on April 29, 2021, by **Derrick Oman**





NOTARY PUBLIC

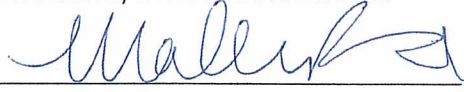
My Commission Expires: JULY 29, 2024
Residing at: WEBER COUNTY

ACKNOWLEDGMENT OF ESCROW AGENT

STATE OF UTAH }
 §
COUNTY OF Weber }

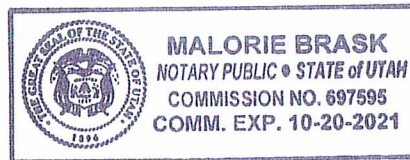
On the 29th day of April, 2021, personally appeared before me _____
RACHEL J. MILLER, who being by me duly sworn did say that he/she is the _____
Escrow officer of Invest Title Services, a corporation, and Escrow
Agent named in the foregoing Escrow Agreement, and that the Escrow Agreement is signed on behalf of
said corporation by his/her signature under authority of its Board of Directors, and said Escrow
officer acknowledged to me that the said corporation executed the same and Escrow
acknowledges that there is on deposit at Invest Title Services a sum of money in the
amount of \$ 92,538.15, pursuant to the terms of the Escrow Agreement.

Witness my hand and official seal.



Notary Public signature

Malorie Brask
(Printed Name)



(seal)

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 §
COUNTY OF _____}

On the _____ day of _____, 20____, personally appeared before me _____
_____, who being by me duly sworn, did say that he/she is the _____
_____ of _____, and that the Escrow
Agreement was signed on behalf of said corporation by his/her signature under authority of a resolution
of its Board of Directors, and said _____ acknowledged to me that said
corporation executed the same.

Witness my hand and official seal.

Notary Public signature

(Printed Name)

(seal)

EXHIBIT A
SUBDIVISION AREA

EXHIBIT B
ENGINEER'S ESTIMATE

**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE
WEBER SCHOOL DISTRICT AND
AGENCY FOR LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this ____ day of _____ 2023, pursuant to the provisions of The Interlocal Cooperation Act, Title 11, Chapter 13, et seq., Utah Code Annotated 1953 as amended "Interlocal Act" by and between Pleasant View City Corporation, a Utah Municipal Corporation, hereinafter referred to as "the Agency", and The Board of Education of the Weber School District, a school district of the State of Utah, hereinafter referred to as "District".

WITNESSETH

WHEREAS, District wants a safe and secure environment for its students, faculty and all others using the district's school campuses and to allow students to obtain a quality education free from distractions; and

WHEREAS, District desires to make the most cost-effective use of tax dollars to provide law enforcement services in designated schools; and

WHEREAS, District feels that the Agency will provide excellent, cost effective, law enforcement and within several of the District's schools; and

WHEREAS, the Agency is able and willing to provide the law enforcement needed by the District; and

WHEREAS, Both Parties would like to provide a platform for positive interactions between law enforcement personnel, students, and staff, in order to build and strengthen the partnership between the students, the staff, the community, and law enforcement; and

WHEREAS, The District has determined that it is mutually advantageous to enter into this Agreement for the Agency Police Department to provide law enforcement services to the District through the use of School Resource Officers("SROs") working on and around the various school campuses to help provide for and maintain a safe, healthy, and productive learning environment in school, to act as a positive role model to students, and to work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; and

WHEREAS, It is agreed that the services provided will be paid for by District, as hereinafter set forth, and the respective entities have determined and agree that the amount set forth herein is reasonable, fair and adequate compensation for providing the described law enforcement related services;

NOW THEREFORE, Pursuant to the Interlocal Act, the parties hereby agree as follows:

SECTION ONE AGREEMENT

- 1.01** The Agency, through the Agency Police Department, agrees to provide SROs who will furnish various law enforcement services to the District, to the extent and in the manner hereinafter set forth. The Agency Police Chief shall be the administrator of this Agreement for the Agency. The District designates the officers provided by the Agency Police Department under this Agreement as its "Law Enforcement Unit".
- 1.02** Both parties agree to jointly discuss SRO assignments.
- 1.03** Agency agrees to accept feedback from the District about an SRO's performance.
- 1.04** This Agreement terminates and supersedes any existing Agreement for the provision of SROs, whether oral or written, that may exist between the parties.

SECTION TWO SCOPE OF SERVICES

A. Roles and Responsibilities of School Resource Offices

- 2.01** Under this Agreement, the District and SROs are jointly responsible to help maintain safe schools, improve school climate, and support educational opportunities for students.
- 2.02** To serve as a SRO, an officer must first meet all of the following basic qualifications:
 - a) Be a POST Certified officer and have at least one year of law enforcement experience;
 - b) Have appropriate knowledge and understanding of Federal and State laws, City and County ordinances, and Board of Education policies and regulations as applicable to law enforcement in schools;
 - c) Be capable of conducting in-depth criminal investigations;
 - d) Possess even temperament and set a good example for students;
 - e) Possess communication skills which would enable the officer to function effectively within the school environment.
 - f) Attend and complete SRO training, including training required under Utah law.
- 2.03** The SRO will perform the following **duties** at their assigned school, as outlined in Attachment A, during the school year and at designated school events:
 - a) Work in a cooperative, proactive, problem-solving partnership with the School

District to achieve the mission of maintaining a safe, healthy, and productive learning environment for students.

- b) Serve as a positive role model and trusted adult for students by initiating positive student interactions and building positive relationships.
- c) Work in conjunction with school administrators to prioritize understanding the potential root causes of student behaviors and finding resources and supports to address the behavior as well as the underlying factors.
- d) Intervene in incidents that would--if ignored--place an individual at risk of harm; de-escalating situations whenever possible. Recognize that the disciplining of students is the responsibility of school administrators and/or the School District and not that of the SRO.
- e) Be on the school behavior or administrative team, including a school or district level threat assessment team.
- f) Walk the halls and campus during passing time, and the cafeterias during lunch times.
- g) When time permits, stand near the main entrance and greet students as they come into the building in the morning, and be visibly present near the exits and in the parking lots when school is dismissed.
- h) Walk the school campus perimeter regularly.
- i) Identify students in need of positive non-law enforcement-related resources or supports for:
 - a. Improving problem-solving skills
 - b. Controlling violent behaviors
 - c. Improving social skills
 - d. Addressing substance use or abuse
 - e. Addressing other areas of concern
- j) Attend all required SRO and SRO/Administrator trainings with District administrators.
- k) Attend school or District faculty trainings about code of conduct, discipline, and de-escalation when invited and available.
- l) Become familiar with and understand the School District's student conduct and discipline policies and administrative procedures, which emphasize the use of restorative approaches to address behaviors and is designed to minimize the use of law enforcement intervention.
- m) Take reasonable actions to protect the lives and property of the School District and the School District Community on school property.
- n) Identify problems concerning public safety issues within the schools, develop problem-solving strategies about those identified issues with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and appropriate district personnel.
- o) Understand the difference between administrative and disciplinary issues and criminal actions.
- p) Work with the School District and school administrators to engage the school, families, businesses, and the community in problem-solving and developing solutions to identified public safety issues. This will enable the Police Department and the School District to form valuable partnerships and promote ongoing

continued relationships that will benefit the community and improve community perceptions of law enforcement.

- q) Understand that absent a real and immediate threat to an individual or to public safety, student conduct that occurs on school property or during a District sanctioned event that involves a Class C misdemeanor, an infraction or a status offense and is a first or second time offense for the student will be referred to administration to be handled at the school level.

- a. This provision applies to students who have committed an offense on school property where the student is enrolled.

- r) Be present at School every day school is in session, during regular school hours (7:30 - 3:30, or otherwise determined by the school administrator), except when sick, on vacation, or attending training.

2.04 The SROs should **not** perform the following:

- a) Act as substitute teachers or as substitute administrators
- b) Handle school disciplinary duties for which the administrator and school administration are responsible
- c) Act as counselors on student issues not relating to law enforcement
- d) The SRO should never be designated as a building administrator or left in charge of the school when a school administrator is not present.

2.05 **Procedures** specific to duties and responsibilities of SROs.

- a) When an SRO becomes aware of criminal activity by a student that is occurring, has occurred, or the SRO has cause to believe is likely to occur on the school property, the SRO should confer with the appropriate school administrators as further provided herein:
 - i. If the criminal activity is a felony level offense, the SRO will investigate and, if appropriate, refer any resulting felony level offenses to the appropriate court of jurisdiction and make reasonable attempts to notify the principal and/or any designated school administrator within 24 hours of the referral.
 - ii. If a minor is alleged to have committed an offense on school property that is a class B misdemeanor or a class A misdemeanor, the SRO may refer the minor directly to a court or the administrator may refer the minor to evidence-based alternative interventions. Administrators and SROs are strongly encouraged to work together when making a determination regarding referring an offense under this paragraph. In the event the SRO and administrator do not agree regarding the appropriate referral, the referral will be made at the SRO's discretion.
 - iii. If a minor is alleged to have committed an offense that is a class C misdemeanor, an infraction, or a status offense (as the term is defined in Utah Code § 53G-8-211 or its successor provision), an administrator, administrator's designee or an SRO may only refer a student to a law enforcement officer, agency, or court if:

- 1) the minor has engaged in the same offense on school property on two previous occasions and
 - 2) the minor has referred to an evidence-based alternative intervention, or to prevention or early intervention youth services for both of the two previous offenses prior to the SRO referring the offense to juvenile court.
- b) The Parties may develop additional protocols on specific offenses or common scenarios that they frequently encounter to address the handling of those matters more efficiently.
 - c) In cases where an arrest or issuing of a citation is necessary, the SRO will consult with school administration to take any necessary action in a manner that is the least disruptive to the educational environment, and the following procedures will be followed:
 - i. The administrator should make arrangements to have the student brought to the office for the arrest to take place, except in circumstances where the student is a danger to himself or others, or may flee to avoid arrest, in which case the SRO may arrest the student in a manner that is minimally disruptive to the school environment.
 - ii. After the SRO has completed the arrest, the administrator will notify the parents of the arrest and provide the parents with the name of the arresting agency, officer or contact person, and the location the student is being taken. This information should be provided by the arresting agency.
 - d) SROs may conduct investigatory stops or detentions of students on school property or at school-sponsored events only when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime. Absent exigent circumstances, such stops and detentions should be limited.
 - e) Stops and detentions of students on school property or at school-sponsored events will be governed by applicable state and federal law and Police Department Policy.
 - f) If an SRO wants to interview/question a student at school during school hours regarding an offense that occurred on school property or at a school-related event, the SRO may, in collaboration with the principal, conduct the interviews with the students involved at school.
 - g) Interviews by an SRO or an outside law enforcement officer for alleged offenses that occur off school-grounds or not related to a school event may not be conducted at school unless
 - i. exigent circumstances exist; or
 - ii. the SRO or law enforcement officers is conducting a child abuse investigation.
 - h) Absent exigent circumstances, interviews of students by SROs and other law enforcement personnel about matters unrelated to school should generally be conducted away from school after school hours.
 - i) Except when an emergency or exigent circumstance exists, the SRO and school administrator should work together to determine when such questioning should take place in order to ensure the least amount of disruption to the learning and the

educational environment.

- j) If a student has engaged in an offense that requires a search by the SRO, whenever reasonably possible, the SRO should conduct the search with the administrator present.
- k) If there is a disagreement between the school administrator and the SRO regarding access to students or access to records, the following procedure shall be followed:
 - i. The principal shall contact the District Community Relations and Safety Specialist (CRSS) to mediate the disagreement between the school administrator and the SRO by separately hearing the position of the school administrator and the SRO.
 - ii. If after the CRSS cannot resolve the disagreement through mediation, the CRSS will contact the SRO's direct supervisor in an effort to resolve the disagreement.
 - iii. If the disagreement is not resolved after contacting the SRO's direct supervisor, the District's legal counsel and the Pleasant View City Attorney's Office will meet to resolve the disagreement.
- l) The SRO will notify their immediate supervisor, and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency.
- m) The SRO will notify their immediate supervisor and the CRSS of any event that could cause media representatives to inquire about a newsworthy incident.
- n) The SRO will maintain communications with supervisors, school administration, and school safety personnel, and be responsive to messages and requests from School District personnel.
- o) The SRO will maintain a daily activity log of arrests, detentions, interviews and custodial interrogations with students.
- p) The SRO will also document in the log other law enforcement activity, as defined in Utah Code 53E-5-516, which includes:
 - i. A search and seizure;
 - ii. Issuance of a criminal citation;
 - iii. Issuance of a ticket or summons;
 - iv. Filing a delinquency petition; or
 - v. Referral to a probation officer

B. Roles and Responsibilities of Agency

- 2.06** Agency will furnish officers to work as SROs in the District's Junior High Schools, High Schools, and other Schools located in Agency as determined from time to time by the parties to this Agreement. The Agency agrees to jointly discuss SRO applicants prior to an officer being assigned to a school (53G-8-703).
- 2.07** It is clearly understood, acknowledged, and agreed upon by the Parties that SROs supporting the District are Agency employees recruited and employed by the Agency.

- 2.08** The Agency will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms and other items of equipment reasonably necessary to provide the services described herein. School supplies and equipment will be supplied by the District.
- 2.09** The Agency will designate an officer or appropriate supervisor as the liaison to the District for the purpose of coordinating activities with the Agency Police Department attending any District meetings as reasonably requested, and overseeing the delivery of police services under this Agreement.
- 2.10** The Agency, in its sole discretion, has power and authority to hire, reassign, discharge, and discipline the SROs it employs. However, the placement of SROs will be determined by mutual agreement between the Agency Police Department and the District, and a school administrator who is dissatisfied with an SRO may request a different officer as the SRO for that school. The Agency shall make every reasonable effort to assign a new SRO after a discussion of the concerns and an effort to remediate the concerns, but the Agency has the final authority regarding SRO assignments.
- 2.11** Agency will make its best efforts to provide SROs to the schools for eight hours per day during days when the students are at school. Agency will strive to have department-related training take place when school is not in session, understanding that some required training for SROs may need to occur during the school year. In the event an assigned SRO needs to be absent from their assigned school for five or more consecutive school days, and no substitute is provided by the Agency to fully or partially fulfill the SRO's duties, the District shall be credited the proportional daily amount of that year's annual fee for any days the SRO is absent and a substitute is not provided. The credit shall be applied as an offset to the Agency's invoice. The daily amount of the year's annual fee shall be calculated by dividing the school year's annual reimbursement rate by the number of days students are in school during the school year.
- 2.12** When an SRO is required to attend special events, emergencies, or other circumstances for the Agency that are beyond the control of the Agency, the Agency is not required to provide another officer for the duration of the event, emergency or other circumstance.
- 2.13** The SRO supervisor will maintain regular communication with the school and District administrators throughout the year to evaluate the performance of services provided by the SRO. At least annually, each law enforcement agency will seek out and accept feedback from the District related to the performance of the SRO assigned to the District (Utah Code Ann. §53G-8-703).
- 2.14** The Weber County Sheriff's Office will identify an individual within their department to coordinate school security responsibilities between the State Security Chief, the sheriff's office and police chiefs with a public school in their jurisdiction (Utah Code Ann. §53-22-103)

C. Roles and Responsibilities of School Administrator and the School District

2.15 The school administrator will perform the following duties:

- a) De-escalate school-based incidents whenever possible
- b) Differentiate between disciplinary issues and potential criminal matters, and respond appropriately. Handle routine administrative and school discipline (code of conduct) issues within the school without involving the SRO in an enforcement capacity (issuing citation) unless the administrator determines SRO involvement is necessary to address a serious and immediate threat to the physical safety of the School District Community.
- c) Notify SRO if a student the SRO is responding to or with whom the SRO frequently interacts has a physical or mental disability and/or has an Individualized Education Program ("IEP") and/or may require special consideration, treatment or accommodation.
- d) Request SRO assistance in cases of criminal conduct on school campus of persons other than students enrolled at that school.
- e) Assist with SRO-initiated investigations and actions as needed.
- f) Document in PowerSchool any tickets, citations, or arrests that SROs have reported. When appropriate, discuss with the SRO whether the underlying actions have any school-based ramifications.
- g) Attend all required SRO/Administrator trainings.
- h) Arrange meetings with the SROs on a regular basis to discuss students at risk and interventions and supports for those students.
- i) Invite SROs to school-site trainings about school code of conduct, discipline, de-escalation, and restorative practices.
- j) Participate in any agreed upon data collection process to provide ongoing feedback to District, City, and Police Department designees, for the purpose of improving practice and evaluating the effectiveness of District/SRO partnership.
- k) Participate in and/or create authentic opportunities for the SRO and school administration to meet with parents, guardians, and community members throughout the school year.
- l) Provide a workspace and a place for each SRO to store materials and personal effects at their location of assignment.
- m) Provide students with classroom equipment and supplies for classes taught by SROs
- n) Inform the SRO of administrative outcomes when an offense is referred to the school.

2.16 The School District will:

- a) Provide the Police Department a list of School District points of contact to facilitate SRO partnership communication, indicate main point of contact and provide an updated list to all parties when changes to that list occur.
- b) Provide training for all administrators and SROs at the beginning of the school

- year, as well as regular required trainings and meetings throughout the year.
- c) Work in conjunction with the SRO Supervisor to place each SRO in the school for which they are best suited. In consultation with the Agency, the School District reserves the right to request the removal/reassignment of any SRO for any reasonable cause, after other attempts to correct the problem have been explored. The Agency shall consider the School District's input when determining the removal or reassignment of any SRO, but the Agency shall have the final decision concerning the removal or reassignment of any SRO.
 - d) In the unlikely event that a situation arises wherein the School District believes that the presence of a particular SRO constitutes a direct and immediate threat to the safety and well-being of the School District Community, the School District may direct the SRO to leave the premises and not return until the District has resolved the issue with either the Agency or the particular SRO.
 - e) Reimburse the Agency at the rate of time and a half of the assigned officer for all extra duty assignments such as extracurricular activities for which the School requires the services of an SRO or additional officers.
 - f) Develop a district policy governing SROs and seek public input on the policy prior to it being implemented (Utah Code Ann. §53G-8-703.2)

SECTION THREE

ACCESS TO EDUCATION RECORDS

- 3.01 SRO access to student educational records, including video, is governed by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., 34 CFR Part 99, and Student Privacy and Data Protection Act ("SPDPA"), Utah Code §53E-9-101 et seq.
- 3.02 SROs will be given access to the District's security camera system to include live view of all school-based cameras. SROs will be permitted to access the camera system for reasons related to school safety and for conducting investigations into criminal matters. SROs can only make copies of video footage for official law enforcement purposes. These video records shall become part of the police report and will be subject to release under GRAMA according the Agency's records policy.
- 3.03 School administrators shall allow SROs to inspect and copy any public records, including directory information, maintained by the schools to the extent allowed by law.
- 3.04 The School District will designate SROs as school officials in accordance with FERPA and SPDPA in order to ensure that SROs have lawful access to:
 - a) video footage stored by the school administrator and/or a quick look-up screen on the School electronic student database; and
 - b) the quick look-up screens include student schedules, student grades, absences, and attendance records in PowerSchool, and when necessary to view past

records, in MyStudent. SROs will only be provided with access to the records of those students at the schools to which the SRO is assigned.

- 3.05** Records, videos, or files which the SRO creates and maintains for law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA or SPDPA. These law enforcement unit records are within the sole control of the Agency, but may, in accordance with state law, be shared in certain circumstances with the School District under Utah's Governmental Records and Access Management Act.
- 3.06** Notwithstanding any of the above, if an SRO or law enforcement officer presents a warrant, subpoena, or court order for specific educational records or video recordings, those items shall be provided to the SRO or law enforcement officer as soon as practicable.

SECTION FOUR STUDENT RIGHTS

- 4.01** Agency and the District agree that in handling all student offenses, both parties will comply with state and federal law regarding the rights of students, as follows:
- 4.02** As a general rule, if there are possible criminal implications to the students' conduct, the administrator may refer the investigation to the SRO, and the SRO will conduct interviews and searches in accordance with appropriate law.
- 4.03** Procedures for conducting searches, interviews, and arrests:
- a) Searches:
 - i. If an administrator is conducting a search, the administrator must have reasonable suspicion to conduct the search and the search must be reasonable in scope.
 - ii. If an SRO is conducting a search, the SRO must have probable cause to conduct the search and the search must be limited in scope to the purpose of the search, unless exigent circumstances exist where an officer is allowed to conduct a search subject to reasonable suspicion (e.g weapons)
 - iii. Administrators, not SROs, should conduct searches when a school rule or policy is at issue. SROs may conduct searches where a criminal law is at issue.
 - b) Questioning:
 - i. When conducting an investigation at school regarding violation of school rules, administrators will take the lead on questioning students.
 - ii. SROs may be present during administrator interviews of students but should not participate where the interview is focused on the school infraction.
 - iii. Administrators may question students regarding violations of school rules

without notifying parents and without reading a student his/her *Miranda* warnings.

- iv. When students under the age of 18 are suspected in potentially criminal activity, SROs will comply with Utah Rules of Juvenile Procedure.
 - v. To the extent allowed by law, administrators and the Agency will share information related to offenses occurring on campus obtained during respective interviews by administrators and SROs in order for the non-interviewing party to perform its duties with respect to the student.
- c) Arrests. If it is necessary to arrest a student at school or a school-related event, the procedures outlined in Section 2.05c) will be followed.

4.04 Information privacy:

- a) Information about a student obtained by administrators during the course of an administrative investigation will be maintained confidentially in the student's file at the school and is considered part of the student's education record under FERPA.
- b) Information obtained by the SRO during the course of a criminal investigation will be maintained by Agency law enforcement in accordance with its policies and procedures as law enforcement unit records.
- c) Information may be shared with each party to this Agreement in accordance with state and federal law and Section Three of this Agreement.
- d) Nothing in this Agreement limits the District's requirement to notify parents and right to notify law enforcement of prohibited acts pursuant to Utah law, and of its requirement to notify law enforcement for weapons violations pursuant to Utah law. Nothing in this Agreement limits the Agency in its requirement to notify the District of certain offenses by minors pursuant to Utah Code 80-6-103. Any persons having information obtained under any of the aforementioned statutes will comply with all confidentiality requirements of the statutes.

SECTION FIVE SCHOOL RESOURCE OFFICER TIME ALLOCATION

5.01 SROs are expected to be present on campus from (a half an hour before school starts and a half an hour after school ends) every day that school is in session, and will allocate their time among the following activities, as needed:

- Law enforcement
- Foot patrol and surveillance around the school
- Investigations
- Safe school support-fights/parking lot
- Building relationships
- Opening communications between Schools and Agencies
- Personal interaction with administration/Students/Staff/Parents
- Creating an open door atmosphere
- Intervention and problem solving

- Providing a friendly positive role
- Interagency referrals
- Teaching law related education classes
- Participation with students (activities and events)
- Proactive instruction and presentations
- Answering questions pertaining to laws, ordinances or other law enforcement issues.

SECTION SIX AUTHORITY AND EMPLOYMENT STATUS

- 6.01** The SROs assigned by the Agency Police Department under this agreement are designated as the District's Law Enforcement Unit and shall be treated and considered as a member of the faculty of the schools to which that officer is assigned. However, officers are not District officers, employees or administrators.
- 6.02** All SROs assigned to perform duties under the terms of this Agreement shall be Agency employees, and shall have no right to any pension, civil service, or any other District benefit for services provided hereunder.
- 6.03** Although SROs work in conjunction with the school staff, they report directly to the Municipal Police Department assigned sergeant on any law enforcement matters and will follow the Police Department command structure.
- 6.04** The School District acknowledges that SROs are required by Police Department policy and procedures to attend mandatory trainings and/or meetings. When within their power, SROs will make every effort possible to schedule these trainings outside of their regular school hours.
- 6.05** Although SROs remain employees of the Police Department, SROs are required to be on the campus of the school(s) they are assigned to unless performing emergency duties directly related to the Police Department. In the event an SRO is temporarily pulled away from the schools, the SRO's supervisor should communicate to the school's administrator and the District's CRSS, as soon as reasonably possible, the reasons for the reassignment.

SECTION SEVEN GOVERNMENTAL IMMUNITY

- 7.01** The District and the Agency are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. Sections 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the District and Agency agree to indemnify and hold harmless the other Party, its elected officials, officers, employees, agents and volunteers from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and

expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its elected officials, officers, employees, agents and volunteers. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Agency or the District under the Act.

SECTION EIGHT RESPONSIBILITY FOR SALARY AND BENEFITS

- 8.01** The District shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any Agency personnel performing services hereunder for the District and will not assume any other employment related liability except as provided for in this Agreement.
- 8.02** The District shall not be liable for compensation or indemnity to any Agency employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the Agency hereby agrees to hold the District harmless against any such claim.

SECTION NINE PERIOD OF AGREEMENT

- 9.01** Unless sooner terminated as provided for herein, this Agreement shall be effective 12:01 a.m., 2023 {Date} and shall run for a period of three fiscal years, until 12 midnight on June 30, 2026.
- 9.02** Notwithstanding the provisions of this Section and subject to 9.03, either party may terminate this Agreement by giving 90 days written notice prior to the end of the current school year. Notice will be delivered in writing to the other party.
- 9.03** Only under extraordinary circumstances will this Agreement be terminated by either party during the school year, with 90 days prior written notice. If this Agreement is terminated during the school year by the Agency, the District will pay for the upcoming quarter only for the remainder of the 90 days in that quarter, or, if the termination of the Agreement falls on the quarter, the District will not pay the next quarter's services.

SECTION TEN COST OR PAYMENT

- 10.01** The District agrees to pay to the Agency as follows:

- a) Beginning in 2023-2024 school year, the Agency shall send an invoice to the District after each school quarter for payment of the services of the Agency's SRO/s as agreed to in writing between the District and the Agency, which base total cost to the District is \$59,500.00 per full-time SRO.
- b) For the 2024-2025 school year, the base cost for a full-time SRO will be calculated by adjusting the total average cost of the FTE according to the Consumer Price Index (CPI), plus a 10% adjustment to the formula (as outlined in Attachment A). This will apply to all Agencies providing SRO services to the District. For the 2025-2026 school year, the base cost for a full-time SRO will be calculated by adjusting the total average cost of the FTE according to the Consumer Price Index (CPI), plus a 10% adjustment to the formula (as outlined in Attachment A). This will apply to all Agencies providing SRO services to the District
- c) The invoice shall be paid within thirty (30) days of receipt by the District. If this Agreement is terminated during the school year, the Agency and the District agree to divide the costs associated with the payment of the services of the SROs as on a pro-rata basis depending upon the length of the school year remaining.
- d) After providing services for extra duty assignments to cover extracurricular events at the School as requested by the School, the Agency will send an invoice directly to the school for payment for time and half of the hourly rate, plus the related cost of the FICA payroll tax, of the assigned officer. Beginning in the 2023-2024 school year, the charged hourly rate of the SRO or additional officers will be based on each officer's salary. The invoice shall be paid within thirty (30) days of receipt by the School.

10.02 The rates set forth in Attachment A, may be renegotiated at the request of either party prior to July 1 of each year of this Agreement to reflect the current cost of the provided services in accordance with the policies and procedures for the determination of such rate as adopted by the Agency and agreed to by the District.

10.03 The compensation paid by the District to the Agency pursuant to this Agreement shall be used only for the services provided pursuant to this Agreement, and Agency shall not have the authority or right to use such funds for other purposes.

SECTION ELEVEN PAYMENT PROCEDURE

11.01 The District shall remit one quarter of the contract amount to the Agency within 20 days after receiving a bill, in a form approved by the District, at the close of each school quarter. If such payment is not remitted to the Agency when due, the Agency is entitled to recover interest at the rate of twelve percent (12%) per annum thereon as well as the contract amount.

SECTION TWELVE INTERLOCAL AGREEMENT

12.01 In satisfaction of the requirements of the Interlocal Act, the Agency and the District agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5(3) of the Interlocal Act;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) No separate legal entity is created by the terms of this Agreement.

SECTION THIRTEEN PROBLEM RESOLUTION

13.01 The parties shall have the right upon request and through their authorized representative, to meet and confer with the other party's representative to discuss any problems arising regarding the performance, an individual officer's performance, and the costs for future periods, or any other issues related to this contract.

SECTION FOURTEEN AMENDMENT

14.01 This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their Authorized representatives as of the date first written above.

Agency

By _____
Mayor

ATTEST:

Agency Recorder

Approved as to Form and as Compatible with State Law:

Agency Attorney

The Board of Education of Weber School District

By: _____

Name: _____

Its: _____

ATTEST:

Approved as to Form and as Compatible with State Law:

Weber School District Attorney

Memo

To: Mayor and City Council
From: Laurie
Date: September 21, 2023
Re: New Business Licenses Issued



RECOMMENDED ACTION No action needed. Informational only.

DESCRIPTION / BACKGROUND According to the Business License Ordinance, the council only needs to receive a list of approved and denied business license applications. The following are approved new businesses:

Boren Ventures LLC DBA Chip Cookies Pleasant View	1738 W 2700 N 3024 N QUINCY DR APT A	Chip Cookies - baked cookies and soft drinks	David Adam & Sarah Marie Boren
Brain Freeze Snowie		Shaved Ice Bus	Travis Morgan, Paul Morgan
New Path Health and Wellness	3742 N 600 W	Health consulting and nutrition coaching	Dan Valletta
Infinity Entertainment	963 W 4100 N	Retail online store exclusively selling home entertainment electronics. Able to ship directly to the consumer.	Sam Mathis
The Detail Depot	4145 N 300 W	Auto detail service	Jaxon Edward Kern
H&D Pursuit LLC dba Straw Market	879 W PLEASANT VIEW DR	Restaurant & bakery with small boutique & convenience shop	Heidi & Dirk Lighthall
JML Wholesale	1559 W 2740 N	Wholesale balloons, baskets, & décor	Marlisa Lund
Air City CD dba Soul Beautiful Salon	1142 W 2700 N STE 800	Hair Salon	Christy Dayton
Learner's Cove Preschool	3912 N 575 W	Preschool	Teya Filiaga

Trulife Naturals LLC	1335 W 3900 N	Dietary supplements, E-commerce	Angelika Bybee
Burton Basketball Academy, LLC	2738 N RULON WHITE BLVD	Basketball and sports training facility	Mark Burton, Jerry Castillo, Kirk Aytch
Capta Vape LLC	1584 W 2700 N #B	Vape shop - retail electronic cigarette and nicotine products	Cody Judkins