



NOTICE OF REGULAR MEETING OF THE BOARD OF DAVIS COUNTY COMMISSIONERS

PUBLIC NOTICE is hereby given that the Board of Davis County Commissioners will hold a Commission Meeting at the Davis County Administration Building, 61 South Main Street, Suite 303, Farmington, Utah, commencing at 10:00 AM on August 11, 2026.

Commissioners may conduct this meeting in-person or via phone. Meeting proceedings may be viewed through [YouTube livestreaming](#). Comments regarding agenda items may be directed to the Commissioners in-person during the meeting or by emailing comments to commissioners@daviscountyutah.gov by 5:00 PM the day before the meeting.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Davis County Clerk's Office, at 801-451-3508, prior to the meeting.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

RECOGNITION, PRESENTATION, AND INFORMATIONAL ITEMS

- 1 **#2026-773. Receipt of an Application for Adjustment of Property Tax (UCA § 59-2-1347) -**
recommended by Brian McKenzie, Clerk, Clerk's Office

MEETING MINUTES

- 2 **#2026-803. Approval of the Work Session Meeting Minutes for July 28, 2026 - recommended by Bob Stevenson, Davis County Commission Chair, Commissioners' Office**
- 3 **#2026-802. Approval of the Regular Commission Meeting Minutes for July 28, 2026 - recommended by Bob Stevenson, Davis County Commission Chair, Commissioners' Office**

BUSINESS/ACTION

CLERK'S OFFICE

- 4 **#2026-774. Approve the Cancellation of the Work Session and Regular Commission Meetings Scheduled for Tuesday, August 18, 2026 - recommended by Brian McKenzie, Clerk, Clerk's Office**
- 5 **#2026-783. Approval of an Order to Hold a Special Meeting on August 14, 2026 at 1:00 PM for a Public Hearing Regarding the Davis County Community Development Block Grant (CDBG) Section 108 Loan Application - recommended by Brian McKenzie, Clerk, Clerk's Office**

COMMUNITY & ECONOMIC DEVELOPMENT

- 6 **#2026-782. Ratification of an Updated Real Estate Purchase Contract to Acquire Vacant Land for a Permanent Supportive Housing/Transitional Housing Project, Pending Approval of Davis County's Application for a Section 108 Loan Guarantee from the Department of Housing and Urban Development (HUD) - recommended by Kent Andersen, Director, Community & Economic Development - Community Services**

Financial Information:

- Type: Payable
- Amount: \$4,000,000.00

Terms:

- Beginning Date: Upon Approval and Signature of Buyer and Seller
- Ending Date: 11/30/2026 or Purchase Closing

CONTROLLER'S OFFICE

- 7 **ORD #2026-0002. An Ordinance Amending Title 3, Chapter 10 of the Davis County Code: Real Property Tax Sale Procedures - recommended by Scott Parke, County Controller, Controller's Office**

Financial Information: N/A

Terms: N/A

HEALTH

- 8 **#2026-770. Approval of Amendment #8 to Contract #2024-0316 with the Utah Department of Health & Human Services for Immunizations - recommended by Brian Hatch, Director, Health - Family Services**

Financial Information:

- Type: Receivable
- Amount: \$103,815.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

- 9 **#2026-771. Approval of Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs for Federal Fiscal Year 2026 - recommended by Brian Hatch, Director, Health - Senior Services**

Financial Information: N/A

Terms:

- Beginning Date: 10/1/2025
- Ending Date: 09/30/2026

- 10 **#2026-797. Approval of an Agreement with the Utah Department of Environmental Quality for Contracted Used Oil Services - recommended by Brian Hatch, Director, Health - Environmental**

Financial Information:

- Type: Receivable
- Amount: \$12,315.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

PUBLIC WORKS

- 11 **#2026-775. Approval of an Agreement with Interstate Companies for Pavement Striping Services - recommended by Adam Wright, Director, Public Works**

Financial Information:

- Type: Payable
- Amount: \$26,357.70

Terms:

- Beginning Date: 08/11/2026
- Ending Date: 12/31/2026

- 12 **#2026-781. Approval of an Agreement with Bowen Construction Co., Inc. for Cast-in-place (CIP) Concrete Box Culvert Sections Along Ongoing Deuel Creek Project - recommended by Adam Wright, Director, Public Works**

Financial Information:

- Type: Payable
- Amount: \$145,400.00

Terms:

- Beginning Date: 08/11/2026
- Ending Date: 12/31/2026

SHERIFF'S OFFICE

- 13 **#2026-778. Approval of a Memorandum of Understanding between Davis County and the Utah Department of Public Safety for Automatic License Plate Recognition Sharing Governmental Entities for Sharing Information for Law Enforcement Purposes - recommended by Arnold Butcher, Chief Deputy, Sheriff's Office**

Financial Information:

- Type: Pass-Through
- Amount: N/A

Terms:

- Beginning Date: The MOU will Commence on the Date that it is Executed by the Agency Party
- Ending Date: 5 years After it is Signed by the Agency

- 14 **RES #2026-26. Approval of a Resolution of Davis County Approving an Interlocal Cooperation Agreement for Fire Services Between Davis County and North Davis Fire District - recommended by Arnold Butcher, Chief Deputy, Sheriff's Office**

Financial Information:

- Type: Payable
- Amount: \$50,656.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2029

CONSENT ITEMS

- 15 **#2026-780. Approval of an Agreement with Lifetime Home Loans for Sponsorship of the Davis Park Open and Amateur - recommended by Dustin Volk, Director, Golf Courses**

Financial Information:

- Type: Receivable
- Amount: \$10,000.00

Terms:

- Beginning Date: 09/03/2026
- Ending Date: 09/05/2026

- 16 **#2026-784. Approval of Revisions to Policy 02.02.0200 Leave Benefits** - recommended by Shawn Choate, Director, Human Resources

Financial Information: N/A

Terms: N/A

- 17 **#2026-792. Approval of an Agreement with Fierce Fighting Championships for a MMA Event** - recommended by Kent Andersen, Director, Community & Economic Development - Western Sports Park

Financial Information:

- Type: Receivable
- Amount: \$9,057.23

Terms:

- Beginning Date: 08/14/2027
- Ending Date: 08/15/2027

- 18 **#2026-793. Approval of an Agreement with Primetime Sports + Bigfoot Hoops for Basketball Tournaments** - recommended by Kent Andersen, Director, Community & Economic Development - Western Sports Park

Financial Information:

- Type: Receivable
- Amount: \$28,910.00

Terms:

- Beginning Date: 04/16/2027
- Ending Date: 05/22/2027

- 19 **#2026-795. Approval of an Agreement with Comcast for an Upgraded Network Connection - Tech Center** - recommended by Jeff Hassett, Director, Information Systems

Financial Information:

- Type: Payable
- Amount: \$729.00/month

Terms:

- Beginning Date: 8/15/2026
- Ending Date: 8/15/2031

BOARD OF EQUALIZATION

- 20 **#2026-32. Property Tax Register 08-11-2026** - recommended by Scott Parke, County Controller, Tax Administration

CLOSING REMARKS

08/07/2026
Posted by the Davis County Clerk's Office

Agenda Item Type:	Agenda Item
Department:	Clerk's Office
Presenter:	Brian McKenzie, Clerk
Agenda Item:	Receipt of an Application for Adjustment of Property Tax (UCA § 59-2-1347)

Financial Information: N/A **Terms: N/A**
Additional Financial Terms: N/A

2026-773

Page 5 of 211

BOARD OF DAVIS COUNTY COMMISSIONERS MINUTES

**Board of Davis County Commissioners - Work Session Minutes
Tuesday, July 28, 2026**

The Board of Davis County Commissioners met for a scheduled meeting at 8:30 AM on July 28, 2026, in room 306 of the Davis County Administration Building, 61 South Main Street, Farmington, Utah. Required legal notice of this meeting was given.

All documents from this meeting are on file in the Davis County Clerk’s Office. The agenda for this meeting is incorporated into the minutes as item headers.

Following the approved Davis County policy, artificial intelligence (AI) was utilized in the preliminary creation of these minutes. The final minutes were edited and completed by Davis County Clerk's Office staff.

ROLL CALL

Chair Bob Stevenson	Community and Economic Development (CED) Director
Vice Chair Lorene Kamalu [gone from 9:25-9:26 AM]	Kent Andersen
County Clerk Brian McKenzie	CED Planning Manager Jeff Oyler
County Controller Scott Parke	CED Transportation Manager David Mitchell
Chief Deputy Civil Attorney Neal Geddes [arrived at 9:00 AM]	Deputy Clerk Solana Guest
Human Resources Director Shawn Choate	FrontRunner 2X Project Gray Thomas
Controller's Office Jordan Tilley	FrontRunner 2X Project Braden Andersen
Health Director Brian Hatch	FrontRunner 2X Project Ryan Kitchen
	Stacy Witbeck Contractor Cory Sargent
	Resident Bret Millburn

ABSENT

Commissioner John Crofts

AGENDA ITEM

- 18:30 AM - 8:53 AM
- #2026-718. Presentation of the Utah Transit Authority (UTA) and Utah Department of Transportation (UDOT) FrontRunner 2X Project - recommended by Bob Stevenson, Davis County Commission Chair, Commissioners' Office**

Braden Andersen, FrontRunner 2X Deputy Director, led the discussion on the FrontRunner 2X Project, one of the first major joint projects between UTA and UDOT. He started by showing a video [see Attachment A3] that illustrated how adding more FrontRunner trains could not increase the frequency of train arrivals, since the Frontrunner currently utilizes a one-track system along most of the route. He explained that the project will implement strategic double tracking to decrease wait times between trains from 30 minutes to 15 minutes during peak hours, and from 60 minutes to 30 minutes during off-peak times. The project's purpose is to address current ridership being at 90% capacity, improve reliability, increase transportation choices, and outperform I-15 travel times by the year 2050 [see Attachment A5]. Braden noted that the project includes 11 double track sections, a new station in Bluffdale to support the Point project, 10 new train sets, and a new maintenance facility near the Beck Yard Station [see Attachment A6]. He stated that design and environmental studies are concluding, allowing construction to begin next year and finish by 2030 [see Attachment A8]. In the County, the project will feature 3.8 miles of double tracking north of Clearfield, 2.5 miles of double tracking north of Woods Cross, 1.8 miles of double tracking and the new maintenance facility at Beck Yard that will overlap the County line into Salt Lake County [see Attachments A9-14]. Addressing concerns raised by Kent Andersen, CED Director, and Bret Millburn, Braden assured that careful planning is going into the construction in Woods Cross to avoid closing consecutive grade crossings, and construction in North Salt Lake will be heavily coordinated with the I-15 Beck Street project, and highlighted that the current bridge construction in Clinton was designed with consideration to the FrontRunner 2X Project. He noted that there will be a two-month road closure for Barton Creek and Stone Creek near 500 South and 1600 North Pages Lane for irrigation work under the roads due to the two canals. Ryan Kitchen, Transit Designer for the FrontRunner 2X Project, clarified that the closure will likely be happening this winter, and Braden added that the timing is in coordination with the I-15 project. Commissioner Stevenson acknowledged that Adam Wright, Public Works

****These minutes are pending legislative approval and are subject to change until approved.****

Director, has been in communication with the project team to mitigate concerns about long-term effects the project would have, and Ryan explained that the design has undergone several changes to alleviate the concerns and that "it's on a good path now."

[15:00] Braden transitioned to talking about the new maintenance facility, that will be just east of the Beck Yard section of the track and is being built by the contractor Big D, is currently at 30% design, and will function alongside the existing Warm Springs facility. Director Andersen requests that his department be kept up-to-date on infrastructure improvements throughout the County, and Braden agrees to coordinate with them. During construction, Braden explained that quiet zones will remain active, with train horns used only minimally for worker safety. Grey Thomas, FrontRunner 2X Project Public Involvement Lead, detailed proactive public involvement efforts, including digital newsletters and coordination meetings with local cities in the County. Commissioner Stevenson asked if they had received any pushback from Utah County, and Grey responded that another person handled the property acquisition for the project in that County and would be more familiar with the proceedings. Director Andersen asked about full electrification plans for the future, and Braden responded that while it is being considered in the long-range plans, the new trains for this project will be hybrid vehicles.

2 8:53 - 9:28 AM

#2026-732. A Work Session to Discuss Proposed Financial Policies and Cost Allocation Changes - recommended by Scott Parke, County Controller, Jordan Tilley, Contract & Grant Administrator, Controller's Office

[23:30] Scott Parke, County Controller, led the majority of the discussion on Item #2, which focused on proposed financial policy changes intended for the 2027 budget [see Attachment B]. He stated that policies for purchasing cards, fleet vehicles, capital assets, and the purchase of alcohol were ready for Commission approval, but that he wanted to finalize other proponents previously addressed, and discuss new ones. Controller Parke proposed updating the cell phone policy to eliminate tiered allowances in favor of a single \$40.00 flat monthly rate for the limited number of employees (estimated at less than 10) who meet strict IRS criteria, while rolling all existing allowances into employees' base pay for 2027 [see Attachment B3]. Director Andersen noted that \$40.00 per month would not cover the cost of a phone, and Controller Parke clarified that it is only meant to cover the incremental cost of business use, not an entire cell phone bill. Brian Hatch, Health Director, asked if someone whose allowance is rolled into their base pay could also apply for the \$40.00, Controller Parke explained that they would prevent "double-dipping." Director Hatch then asked if the County could distribute its own emergency on-call phones, which Controller Parke confirmed is still allowed under the policy.

[28:30] Turning the discussion towards mileage reimbursement, Controller Parke explained that the initial proposal included two separate rates depending on the availability of a County fleet vehicle: 20.5 cents per mile (the IRS moving rate) if a fleet vehicle was available and the employee chose to drive their own car, and 72.5 cents if no County vehicle was available. However, following Commission feedback that it is often cheaper to rent a vehicle for longer trips (such as traveling to St. George) rather than paying the full 72.5 cents per mile, Controller Parke proposed averaging the two rates. The new proposed policy sets a single flat rate of 46.5 cents per mile, which roughly approximates the cost of a rental car and gas [see Attachment B4]. This rate will apply regardless of whether a County fleet vehicle is available, though individual departments can still enforce stricter internal policies that mandate the use of fleet vehicles. Controller Parke acknowledged Commissioner Kamalu's observation that the County might lose some savings when employees choose personal vehicles over available fleet vehicles, but explained that the County currently lacks the infrastructure to accurately track fleet vehicle availability. He emphasized that the extra administrative work required to verify availability wasn't worth it, stating he didn't want to "spend dollars to save pennies." Moving forward, this single rate will be updated annually every January by averaging the two new IRS rates for that given year.

[31:30] Controller Parke then presented changes to cost allocations, proposing that General Fund overhead costs, such as HR, accounting, and legal services, be allocated to departments based on measurable metrics, to comply with State and Federal guidelines [see Attachment B5]. Neal Geddes, Chief Deputy Civil Attorney, raised concerns that allocating legal costs might violate statutory requirements and deter departments from seeking necessary legal advice out of fear of exceeding their budgets. Director Andersen echoed the concern, stating that his department needs access to legal advice whenever necessary. Controller Parke clarified that departments would not be billed hourly; instead, allocations would be based on a long-term level of effort, such as a five-year rolling average. Commissioner Stevenson stated that he was uncomfortable with the proposition, and suggested meeting with Controller Parke, Human Resources (HR), and Legal before moving forward, to which Controller Parke agreed to do. Director Hatch expressed concern that flat allocations can

****These minutes are pending legislative approval and are subject to change until approved.****

exceed the indirect cost caps allowed on grants, causing a direct cut to services when budgets are reduced to cover the allocation. Controller Parke acknowledged the nuance of this issue but stressed the need for a consistent methodology that aligns with state and federal guidelines, offering to bring back a detailed plan showing exactly how the new methodology will impact department budgets.

[43:05] Moving to the budget policy, Controller Parke proposed removing outdated software instructions and establishing a recommended fund balance reserve of two to four months of operating expenditures [see Attachment B6]. When Commissioner Stevenson asked what the total dollar figure would be, Controller Parke estimated it at \$16 million to \$32 million for the General Fund. Commissioner Stevenson then asked about how a future Commission would know when to make adjustments if the financial "plane is heading down." Controller Parke explained that this recommended range will serve as an early warning signal in the County's five-year projections, prompting discussions when the balance dips below \$16 million. Commissioner Kamalu added that the topic is widely misunderstood by the public and even some Commission candidates, noting that the County's budget became unbalanced due to an increased cost of living and the decrease in the fund balance, not due to governmental over-spending. Controller Parke emphasized the importance of distinguishing between ongoing revenues and one-time funding to ensure the ongoing budget remains properly balanced, applauding the Health Department for doing this exceptionally well. He concluded by clarifying that the redefined Budget Advisory Committee will act strictly as an advisory group to the Commission, vetting requests and providing helpful information, and its membership will now include a Civil Attorney representative [see Attachment B7].

[49:51] Jordan Tilley, Contract and Grant Administrator from the Controller's Office, took the last talking point of Item #2 to outline the new purchasing thresholds [see Attachment B8]. He stated that the micro-purchase limit would be raised from \$5,000.00 to \$15,000.00 for a single order—or under \$50,000.00 cumulatively per year with a single vendor—to better align with Federal standards. The mid-tier range, which requires three written quotes, was expanded to cover purchases between \$15,000.00 and \$150,000.00. Jordan noted that while this may seem high, it is still well below the national threshold, which currently sits at \$350,000.00. For any purchases exceeding \$150,000.00, departments will be required to meet with Legal and purchasing staff to determine the most effective procurement route, utilizing newly structured tools like a simplified Request for Proposal (RFP), an invitation to bid, or the best value justification rather than defaulting solely to a traditional RFP. Director Hatch asked about how multi-year contracts exceeding \$150,000.00 total are evaluated, and Jordan responded that they look at the overall cumulative amount of the contract and will sit down with the department to find the best procurement route on a case-by-case basis. Controller Parke said that the threshold could be adjusted as needed, but wanted to start at \$150,000.00 and evaluate from there. Commissioner Kamalu briefly discussed how these updates address uniform guidance and Federal rule changes recently covered at a National Association of Counties conference.

3 9:28 - 9:37 AM

#2026-753. A Work Session to Review the Proposed Changes/Updates to the Leave Benefits Employee Policy - recommended by Shawn Choate, Director, Human Resources

Item #3 was presented by Shawn Choate, Human Resources Director, who reviewed proposed updates to the leave benefits employee policy [see Attachment C]. She outlined that Administrative Officers could offer 40 hours of incentive vacation to new hires upfront without needing Commission approval, which helps attract candidates with high accruals at their current jobs, thus streamlining the process. She highlighted proposed changes to the County's leave benefits policy, with several notable updates regarding the Family Medical Leave Act (FMLA). First, she noted that domestic partner language has been moved forward into the FMLA eligibility criteria. She also introduced changing the FMLA time calculation from a forward-counting calendar year to a 12-month rolling look-back period. Under the previous system, an employee could manipulate the rules by taking up to 12 weeks of leave at the end of one year and another 12 weeks at the start of the next year, resulting in up to five months of continuous absence. The rolling look-back period prevents this system manipulation while maintaining standard legal requirements.

[1:02:20] Additionally, Director Choate explained that employees taking FMLA will be required to exhaust their sick leave, but they will be allowed to keep up to 40 hours of vacation and 24 hours of personal preference time. This change ensures that employees recovering from a serious health condition aren't penalized by having zero paid time off left for the holidays. Director Hatch expressed that managing leave without pay and unbillable leave—such as combined FMLA and parental leave—creates major financial problems for grant-funded County departments. Because these departments rely on contract reimbursements, they do not have free tax dollars to cover unworked, unbillable leave. To address this, Controller Parke suggested exploring an increase to the County's termination pool used to cover leave payouts when employees retire or terminate.

****These minutes are pending legislative approval and are subject to change until approved.****

He suggested that by increasing the pool, the County could use it to cover catastrophic leave as well, making it an allowable charge under federal grants that could help insure grant-funded departments against the budget impacts of losing an employee to an extended leave.

MEETING ADJOURNED

The meeting adjourned at 09:37 AM.

ATTACHMENTS

All publicly distributed materials associated with this meeting are noted as the following attachments:

- 1. A1-16: FrontRunner 2X Project
- 2. B1-8: Policy Changes 2026-07-20
- 3. C1-4: Policy Revision - Leave Benefit Final Draft

Minutes Prepared by:
Solana Guest
Deputy Clerk

Minutes Approved on:
08/11/2026

Brian McKenzie
Davis County Clerk

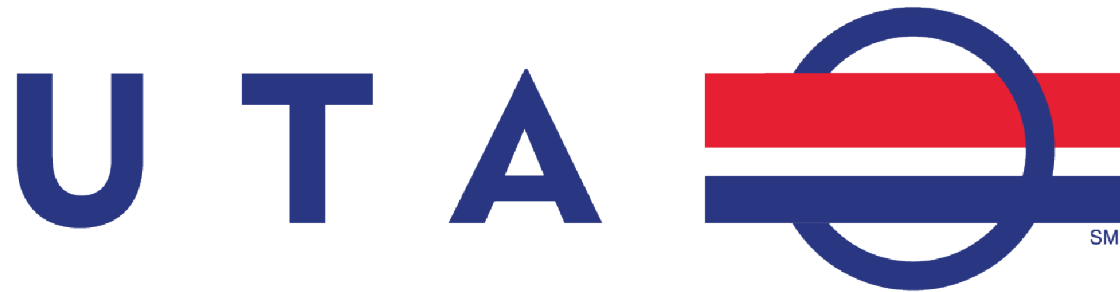
Bob J Stevenson
Commission Chair



Davis County Commission Meeting

July 28, 2026

Project Team



Why Strategic Double Tracking?



Project Purpose



- Ridership is at 90% capacity in the peak hour peak direction
- Doubles (2X) train frequency on the existing FrontRunner corridor to reduce congestion and increase ridership



Project Benefits



Increased Frequency
(15-minute peak, 30-minute off-peak)



Increased Ridership
(53% increase)



Improved Reliability



Increased Choice
(17% faster than I-15 by 2050)



Supports Economic Development

FrontRunner 2X Improvements



11 Double Track Sections



1 New Station



1 Track Realignment

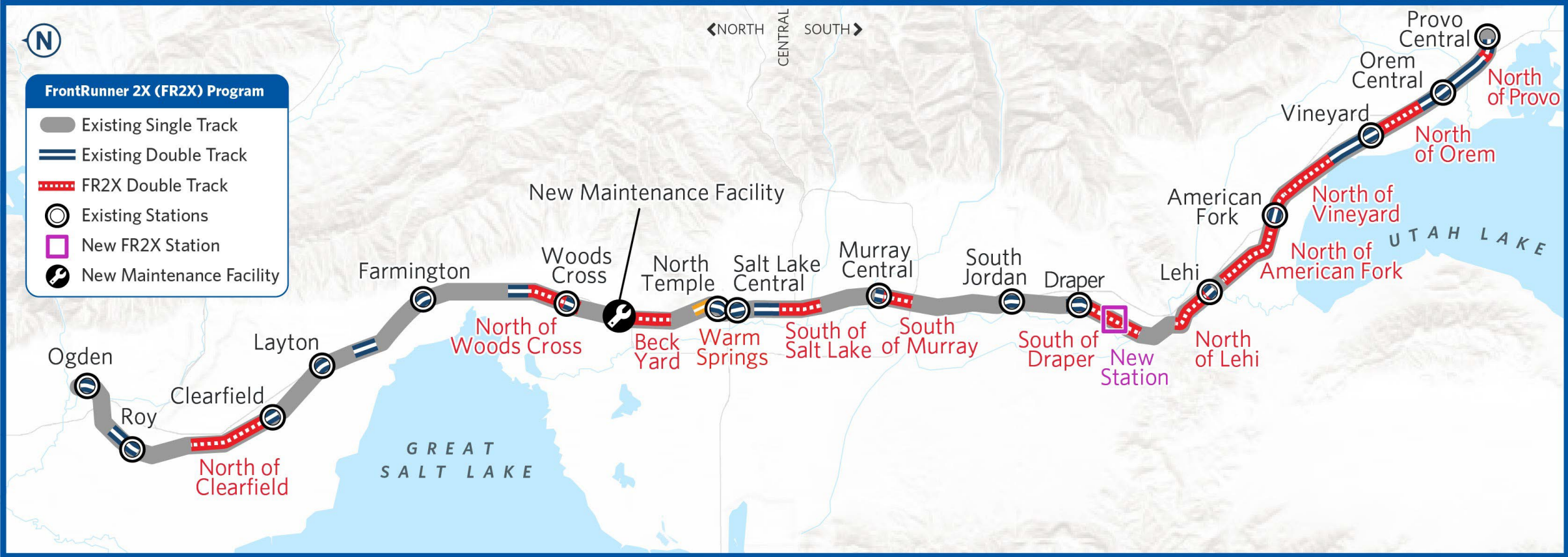


10 New Trainsets

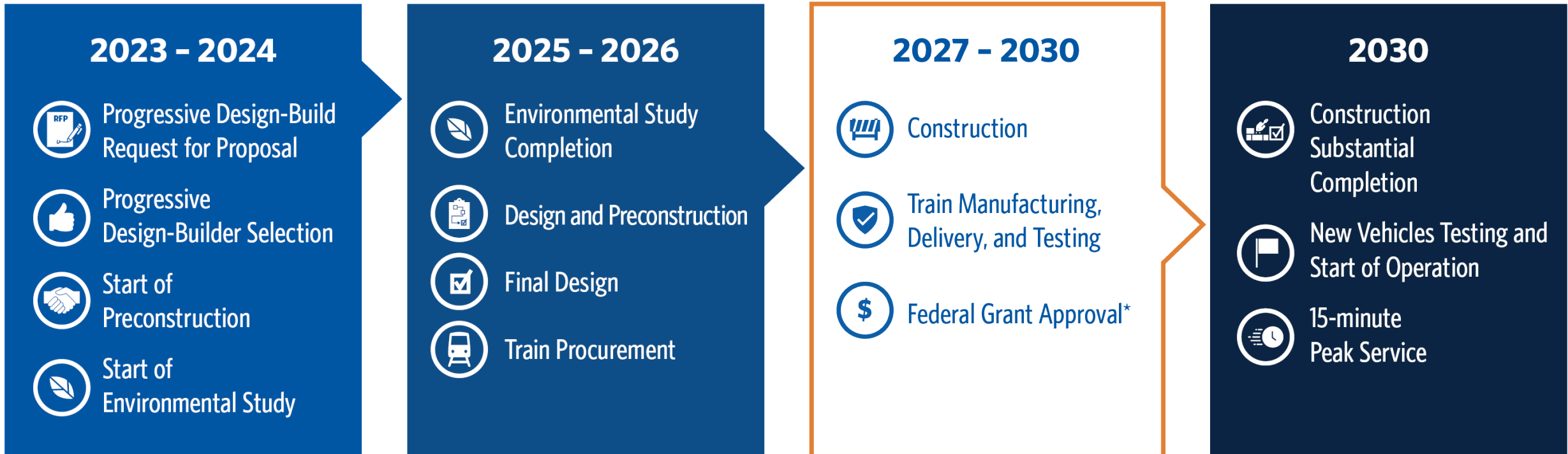


Maintenance Facility

Project Map



Project Timeline



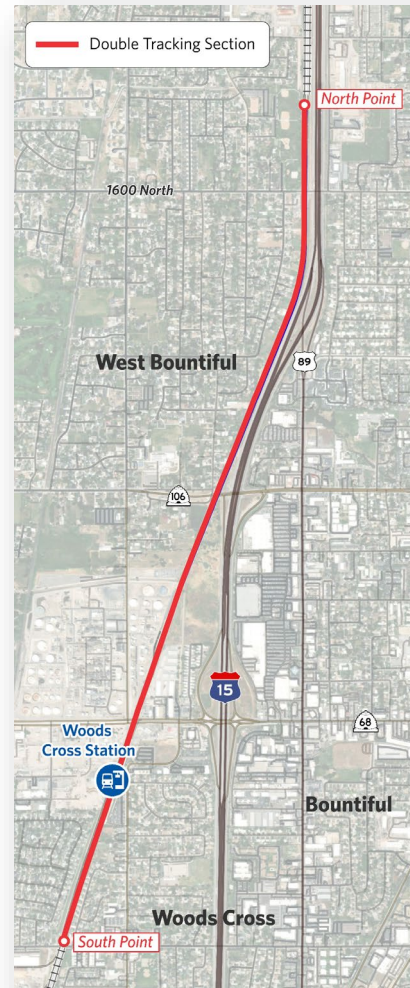
*Expected 2027

Schedule is dependent on federal grants

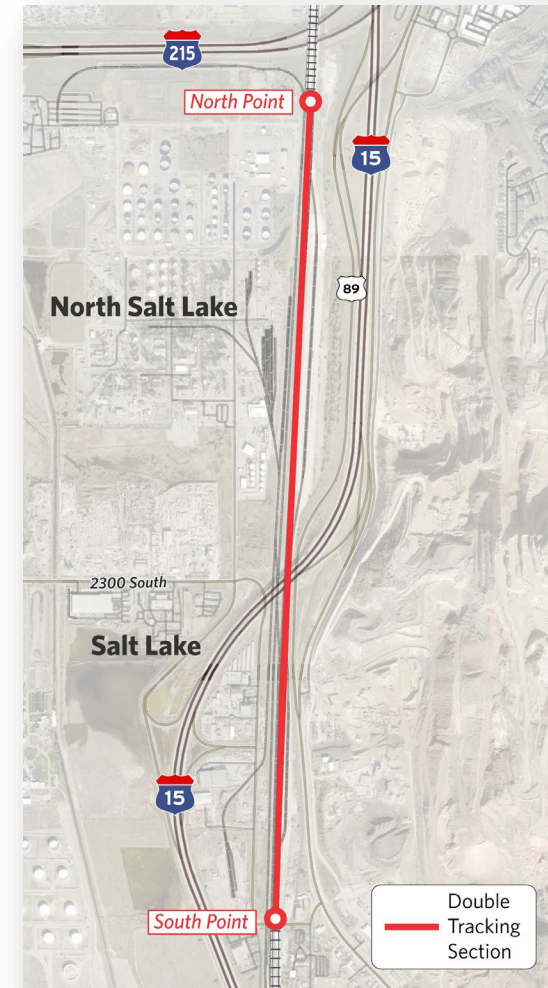
Davis County Overview



**North of Clearfield
Section**



**North of Woods
Cross Section**



Beck Yard Section

North of Clearfield Section Design Overview

North Point: 2300 North, Sunset

South Point: Clearfield Station

Length: 3.8 mi

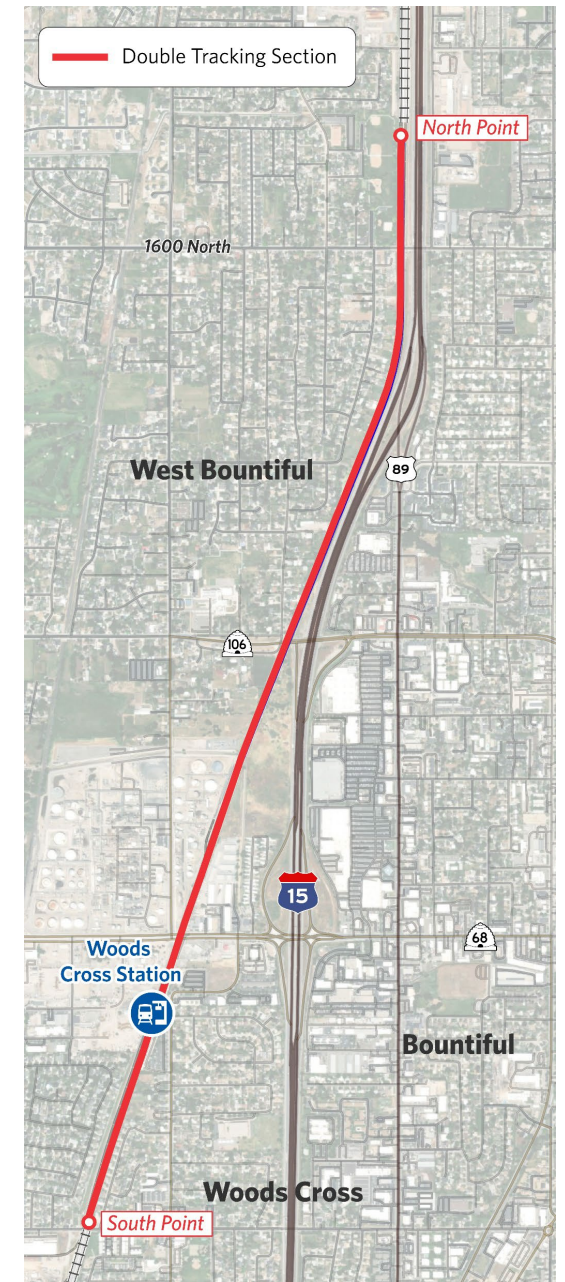


North of Woods Cross Section Design Overview

North Point: 2050 North, West Bountiful

South Point: 1500 South, Woods Cross

Length: 2.5 mi

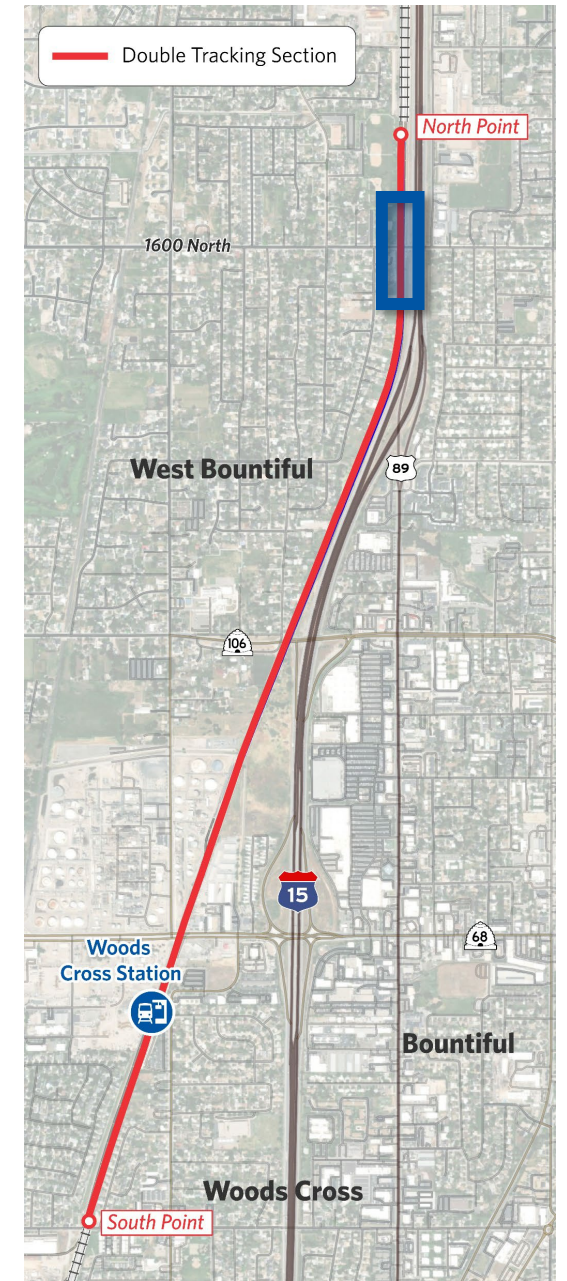
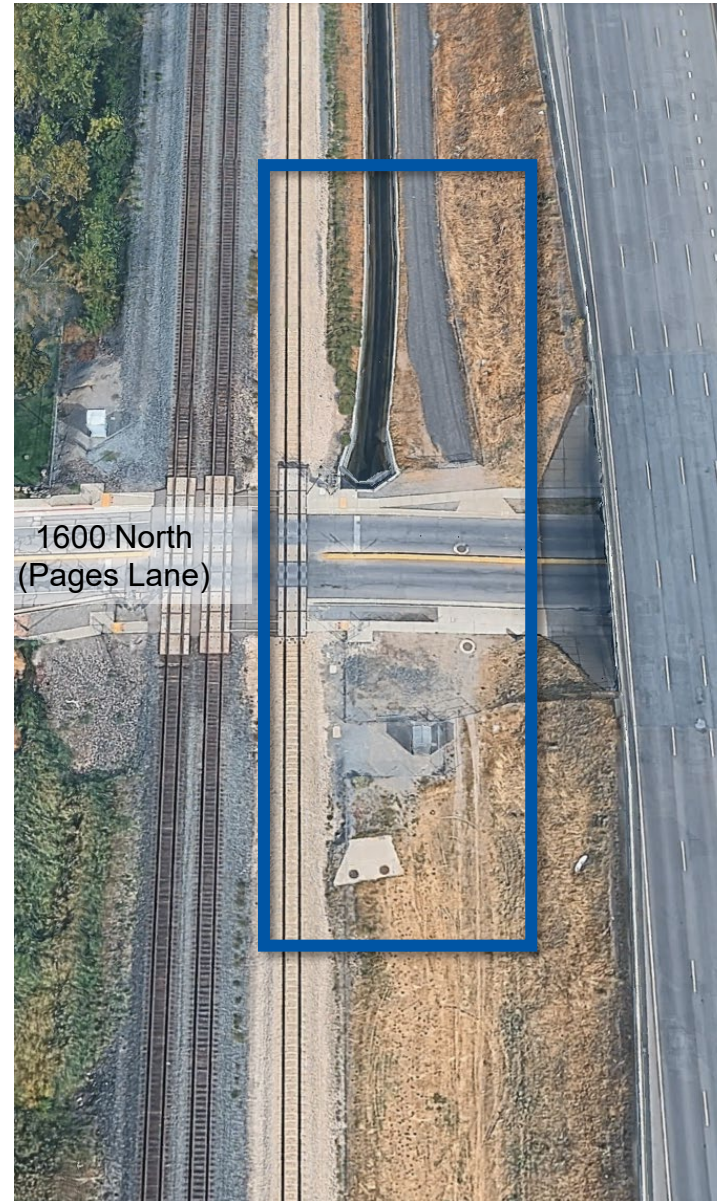


Notable Items

Barton-Stone Creek Relocation

Temporary Full Road Closure

- Pages Lane
(approximately two months)



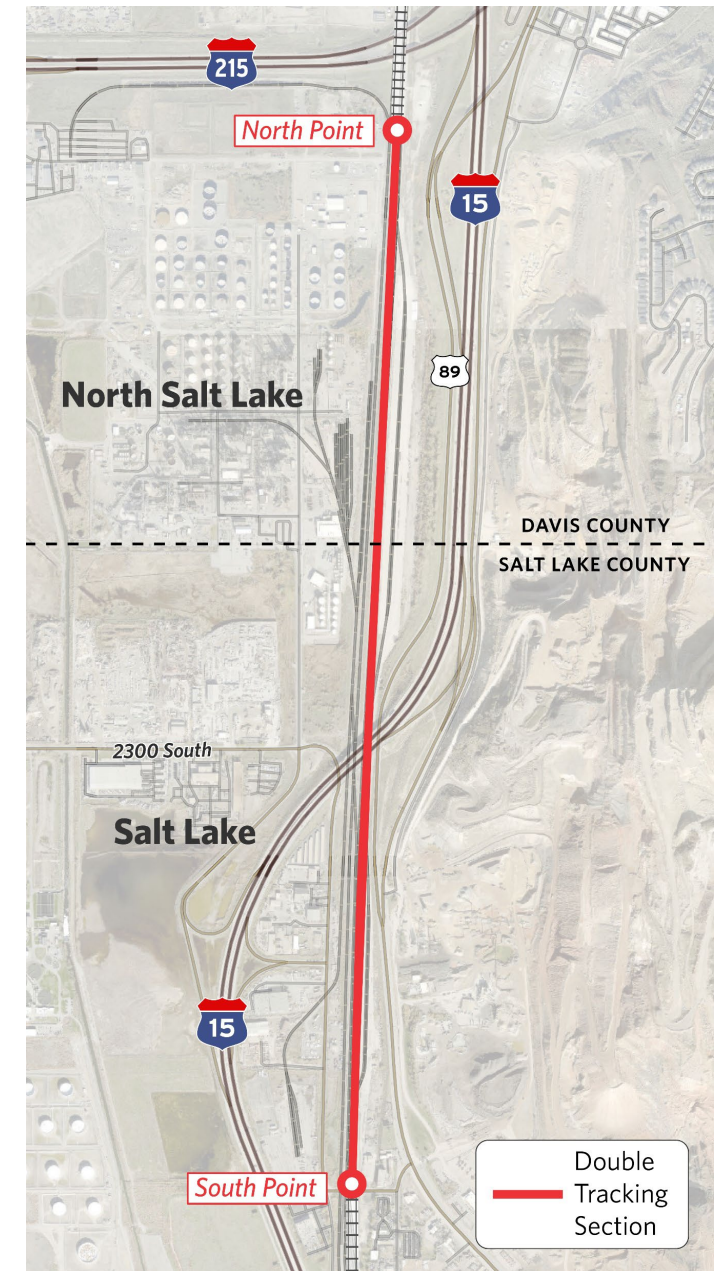
Beck Yard Section Design Overview

North Point: I-215 overpass, North Salt Lake

South Point: 1800 North, Salt Lake City

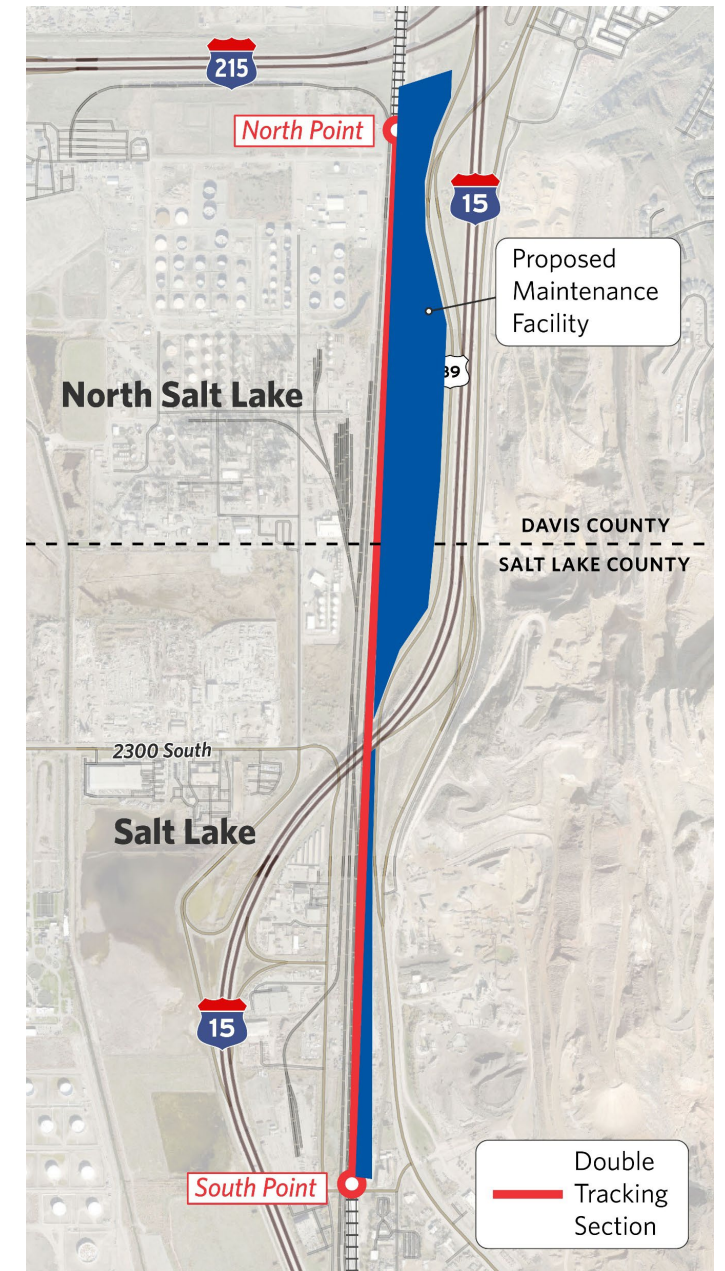
Length: 1.8 mi

About 4,260 feet of the Beck Yard Section is within the boundaries of North Salt Lake in Davis County.



Beck Yard Maintenance Facility

- A new maintenance facility will be constructed east of the track to service the new FrontRunner trainsets
- The facility will be on the border of Davis County and Salt Lake County



Quiet Zones

- Quiet Zone status is granted by the Federal Rail Administration
- Quiet Zone status will remain during and following construction
- Trains are required to use horns near construction areas for safety



Stay Informed

Website: FrontRunner2X.utah.gov

Email: FrontRunner2X@utah.gov

Phone: 888-882-0373



Proposed Policy Updates



JULY 2026



Policies for Consideration

Ready for Approval	Need to Finalize	To Discuss
Purchase Cards	Cell Phones	Purchasing
Fleet Vehicles	Transportation	Allocations
Capital Assets		Budgets
Purchase of Alcohol		Travel and Related Expenses

Cell Phones

- Current
 - Standard Voice - \$30 per month
 - Voice and Data - \$60 per month
- Proposed
 - Single rate of \$40 per month
- Roll existing allowances into base pay for 2027

Mileage Reimbursement

- **Current Draft:** Two rates depending on if a County Vehicle was available (either 72.5¢ or 20.5¢)
- **Proposed Update:** One single rate no matter if a vehicle was available or not. Based on the average of the two IRS rates (e.g. 46.5¢ per mile)

Allocations

- Adds section for General fund overhead costs (HR, accounting, legal services, etc.) to be allocated to other funds based on a reasonable methodology.
- Pulls out specific procedures and accounting system information.

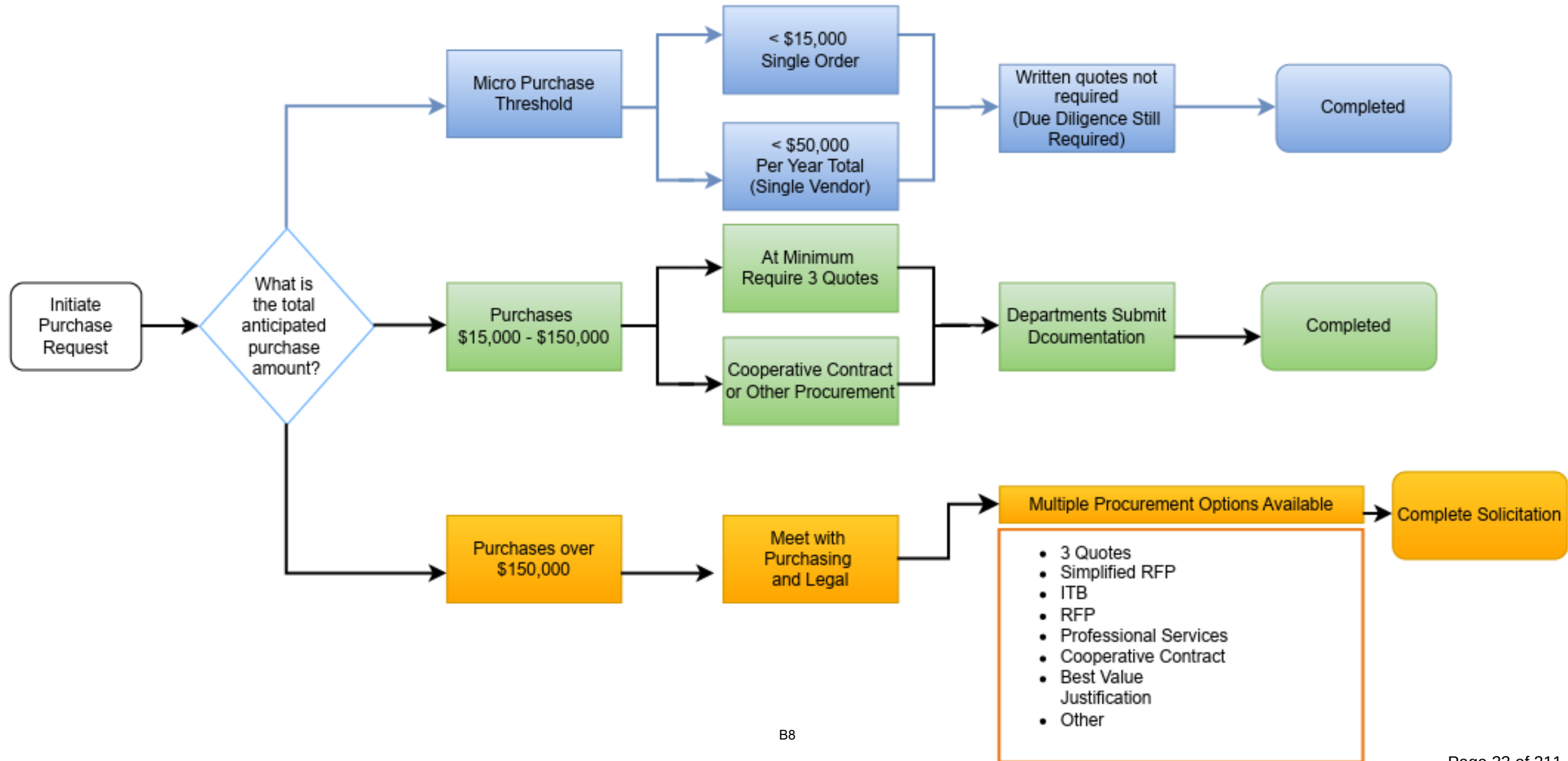
Budget Policy – Governance Updates

- **Policy vs. Procedure Shift:** Removed software-specific instructions.
- **Fund Balance Reserve Targets:** Recommending a Fund Balance Reserve of 2 to 4 months of operating expenditures.

Budget Policy – Fiscal Controls

- **Formalized Budget Advisory Committee:** Redefined as a technical expert group (Budget Officer, Civil Attorney, HR, and IS) tasked with vetting requests for fiscal accuracy, legal compliance, and operational feasibility before they reach the Board of Commissioners.

Purchasing Thresholds and Procurement Guidelines



LEAVE BENEFITS POLICY - REVISIONS: 07.2026

Subsection 02.02.0206 Vacation

Paid vacation is a benefit provided to leave-eligible employees. Each eligible employee will accrue vacation leave on a pay-period basis as indicated in the table below. Vacation leave does not accrue when leave without pay is granted.

Benefitted Years of Service	Hours Accrued Per Pay Period	Equivalent 8 hr Days Per Year
0-5 years (60 months)	4.00	13
6-10 years (120 months)	4.93	16
11-15 years (180 months)	5.85	19
16 years and over (>180 months)	6.77	22

1. Rehires: Former employees rehired will assume the same eligibility for vacation hours accrual they had before their termination.
2. Maximum Accumulation: Unused vacation leave may accrue up to a maximum of 360 hours (45 days) at the end of each year. After the processing of the last paycheck of the calendar year, any accrued unused vacation leave in excess of 360 hours will be forfeited.
3. Utilization: Employees are allowed to use vacation leave any time after it has been accrued, with supervisor approval. Employees are not eligible to take vacation leave in advance of the actual pay period accrual. Approval of vacation leave is to be determined by the supervisor by balancing the employee's requests and the needs of the department and of the County. Saturdays, Sundays, and holidays occurring during a period in which leave has been granted will not be charged against accrued vacation leave, except if the employee was scheduled to work that day.
4. Change in Status: When employees transfer from one County department to another, their accrued vacation leave credit is not forfeited. Employees whose merit status changes to part-time, or another position that is ineligible for vacation leave will have their vacation accruals paid out and their accrual rate frozen. If the employee returns to a merit status eligible to accrue vacation leave, the accrual rate will be reinstated.
5. Termination: Employees terminating from County service will be paid for their remaining balance of vacation leave, calculated at their rate of pay upon termination.
6. Vacation Incentives
 1. Recruitment Incentives: In some situations, ~~the Commission~~ an Administrative Officer may award an upfront one-time vacation allowance of up to 40 hours as a recruitment incentive. Any request for an upfront, one-time vacation allowance needs to be made as part of the hiring process. ~~Department Directors~~ Administrative Officers will contact their HR Business Partner for options and to initiate the approval process.
 2. Senior Administrator Incentive Vacation Leave. Senior administrators, including Director, Deputy Director, Assistant Director, and Chief Deputy, may receive an annual contribution of 80 hours of incentive vacation leave. This leave must be used each year, and remaining

balances do not carry forward at the end of each calendar year and are not paid out at termination.

Subsection 02.02.0217 Parental Leave

The County provides up to four weeks (per rolling calendar year) of paid parental leave for full-time employees who have been employed for at least six months at the time of the birth of their child, or the placement of a child under the age of 18 in their care through adoption or foster care. This leave benefit excludes the adoption of a grandchild or a spouse's child unless an exception is authorized by the employee's ~~Director Administrative Officer~~ and the Director of Human Resources.

Approved parental leave must be taken within one year of the birth, placement, or adoption. The leave time may be taken in intermittent ~~daily~~ intervals or in consecutive days/weeks. Parental leave time does not accrue balances, does not carry over, and is not paid out upon termination. This leave will run concurrently with any leave time taken pursuant to the Family and Medical Leave Act (FMLA leave).

Subsection 02.02.0218 Family Medical Leave

The Family and Medical Leave Act (FMLA) ensures eligible employees are provided job-protected leave for qualifying events and restored to the same or equivalent position upon return to work.

1. Definitions: The following definitions apply to Family Medical Leave:

1. Eligibility for coverage

1. An employee's spouse, parent, or child under the age of eighteen (18) who has a serious health condition.
 2. Covered Family Member – ~~An employee may receive Family and Medical Leave (FML) to provide care for a family member, as follows:~~ The employee's son or daughter who is eighteen (18) or more years old and who is incapable of self-care due to a mental or physical disability that limits one or more "major life activities" as defined under the Americans with Disabilities Act.
 3. ~~Domestic Partner: Employees may take leave to care for a domestic partner's serious health condition. All eligibility requirements, entitlements, and protections will be treated the same as a spouse.~~
 4. For military exigency leave if the employee is the spouse, parent, son, or daughter of a military service member in the Regular Armed Forces, National Guard, or Armed Forces Reserves on active duty or on notice of an impending call to active duty in support of a contingency operation deployed to a foreign country.
 5. For military caregivers, the employee is the spouse, parent, son, daughter, or "next-of-kin" of a covered military service member with a serious illness or injury received in the line of duty while on active duty, including a covered veteran who was discharged other than dishonorably at any time during the five-year period prior to the first day of FML.
2. Eligible Employee – An employee of Davis County who has met both of the following requirements:
1. The employee must have worked for Davis County for at least 12 months. The 12 months need not be consecutive. Separate periods of employment will be counted if the employee's break in service does not exceed 7 years. However, separate periods of employment will be counted if the break in service exceeds 7 years due to military service.
 2. The employee must have worked at least 1,250 hours during the 12-month period immediately before the requested leave date.
3. FML Year – The FML year is a rolling calendar year ~~that will begin on the first day of FML and continue for 12 months.~~ counted backwards from the immediate 365 days preceeding the date the FML time is taken.
4. FML Year – Military Caregiver Leave - The FMLA provides military caregiver leave for up to 26 weeks during a single 12-month period after the requested leave date. The single 12-month

period during which leave can be taken begins on the first date of covered military caregiver leave and ends 12 months later, regardless of the date used to determine the employee's 12 weeks of leave entitlement for other FMLA qualifying reasons.

5. Qualifying Events – Events that qualify an employee for FMLA leave include, but are not limited to, the following:
 1. The birth of a child, or to care for and/or bond with that child, within one year of birth.
 2. The placement of a child for adoption or foster care, or to care for and/or bond with the newly placed child, within 12 months of the event.
 3. The employee's serious health condition makes the employee unable to perform the essential functions of their position.
 4. To care for a covered family member with a serious health condition.
 5. Qualifying exigency while the employee's family member is on covered active duty or call to covered active duty status.
 6. To care for a covered service member with a serious injury or illness (military caregiver leave).
2. Employee Responsibilities: An employee wishing to ~~avail themselves of FMLA job protections must~~ request FML the protected leave, ~~as follows must do the following:~~
 1. Employees will notify HR when leave is needed for a potential qualifying FML event. Forms to request FML are available on the Davis County Human Resources (HR) intranet site at Human Resources/Forms/Family and Medical Leave. FML request forms shall be submitted to HR and must include the reason for the leave and the anticipated dates the leave will begin and end. In most instances, a completed healthcare provider certification form must also be submitted. The information of the health care provider must be submitted in a timely manner and before FML can be approved.
 2. Employees ~~shall~~ will provide at least 30 days' notice if the leave is foreseeable. If the leave is not foreseeable, the employee or the employee's spokesperson must give notice as soon as possible.
 3. Davis County may designate leave as FML when it has enough information to confirm an employee's absence is for a qualifying event. If supervisors become aware of an employee's need for FML, the supervisor should contact HR.
3. Supervisor Responsibilities: A supervisor who becomes aware of an employee's need for FML ~~shall~~ will do the following:
 1. Ensure the employee knows how to find FML request forms on the Davis County intranet. Any questions about the process should be referred to HR.
 2. If supervisors become aware of an employee's need for FML or an employee's absence for a qualifying reason, they must notify HR.
4. FML Entitlement: With the exception of military caregiver leave, FML shall not exceed twelve (12) weeks during an FML year. If two employees request FML for the same qualifying event and are both eligible, they may both take the full 12 weeks of FML. ~~HR tracks FML in periods of hours or quarter portions of an hour. Entitlement is based on the number of hours an employee is scheduled to work in an average week. County observed holidays do not count as FML time~~
5. FML Entitlement – Military Caregiver Leave: The combined total of military caregiver leave and all other FML shall not exceed twenty-six (26) weeks for any employee during an FML year.
6. Use of Paid Leave: Paid leave accruals, if available, will run concurrently with FML. Sick leave accruals will generally be used before vacation leave accruals. Employees may request to use accumulated compensatory time (comp time), to use their vacation before sick leave, and may request to preserve up to ~~2-weeks 40 hours of vacation accruals and up to 2-weeks of sick accruals~~ 24 hours of Personal Preference days. Employees who qualify for FML but do not have ~~sufficient~~ accruals to cover any or all of their leave ~~or have chosen to preserve vacation and/sick accruals~~ may go into unpaid status. FLSA-exempt employees, with no leave accruals, may be reduced in pay while on FML without affecting FLSA status.
7. Certification: As noted above, in most instances, the County will require medical certification (s) to support a request for leave. If the certification is not received within the requested time, the leave may be denied.

8. Intermittent Leave: As outlined by the health care provider, FML may be taken intermittently or continuously based on the need for any approved FML qualifying event. When the need for intermittent or reduced schedule FML is foreseeable, the employee must make reasonable attempts to arrange the leave schedule so as not to unduly disrupt the County's operations. Employees using intermittent leave must follow established call-in or notification procedures for their work group. An employee taking intermittent FML may be required to transfer temporarily to an available alternative position for which the employee is qualified. FML for birth of a child, adoption, or placement of a child may be used intermittently.
 9. Benefits While on Paid FML: The County will maintain an employee's ~~health~~ medical, dental, vision, and life insurance coverage at current participation levels during leave. The employee will be responsible for the employee's share of such benefits and must pay the premium as instructed. The County may deduct any such premium amounts from the employee's final compensation.
 10. Returning from FML:
 1. If FML is for the employee's serious health condition, the employee will be required to submit a release to return to work notice from their medical provider at the time they return to work. Failure to provide a release-to-work note may delay the employee's return to work until the release form is provided. Under some circumstances, as determined by HR, a release to return to work is not needed.
 2. Upon return from FML, the employee will return to the former position or an equivalent position in terms of pay, benefits, and working conditions. An equivalent position must have substantially similar duties, conditions, responsibilities, privileges, and status as the employee's original position.
 3. The County may take any personnel action/decision while the employee is on FML that would have occurred if the employee had continued to work. Examples of personnel actions/decisions include, but are not limited to the following: corrective or disciplinary action, workspace or location changes, or reduction-in-force. Depending on the circumstances, a supervisor may elect to postpone the personnel action/decision until the employee returns from FML.
 - ~~11. Domestic Partner Eligibility: Employees may take leave to care for a domestic partner's serious health condition. All eligibility requirements, entitlements, and protections will be treated the same as the eligibility requirements, entitlements, and protections found in Section 02.02.0218 of this policy.~~
-

BOARD OF DAVIS COUNTY COMMISSIONERS MINUTES

**Board of Davis County Commissioners - Regular Meeting Minutes
Tuesday, July 28, 2026**

The Board of Davis County Commissioners met for their regularly scheduled meeting at 10:00 AM on July 28, 2026, in room 303 of the Davis County Administration Building, 61 South Main Street, Farmington, Utah. Required legal notice of this meeting was given.

All documents from this meeting are on file in the Davis County Clerk’s Office. The agenda for this meeting is incorporated into the minutes as item headers.

Following the approved Davis County policy, artificial intelligence (AI) was utilized in the preliminary creation of these minutes. The final minutes were edited and completed by Davis County Clerk's Office staff.

PRESENT

Davis County Commission Chair Bob Stevenson
Davis County Commission Vice Chair Lorene Kamalu
Davis County Commissioner John Crofts
Clerk Brian McKenzie

PLEDGE OF ALLEGIANCE

The meeting convened at 10:00 AM and Ryan Comer, with the Standard Examiner, led the Pledge of Allegiance.

PUBLIC COMMENTS

Mike Brown, of Bountiful City, expressed deep, public gratitude to Commissioner Crofts for his support of taxpayers. Mike recounted a public meeting held months prior, where hundreds of citizens gathered to voice their strong opposition to a proposed tax increase. He highlighted that Commissioner Crofts was the only member of the Commission willing to stand up and vote against raising taxes, directly aligning with the desires of the vast majority of the public in attendance. Mike thanked Commissioner Crofts for genuinely listening to the citizens of the County, while explicitly expressing his disappointment and shame that the other two Commissioners ignored the public's wishes and raised taxes anyway.

RECOGNITION, PRESENTATION, AND INFORMATIONAL ITEMS

MEETING MINUTES

- 1 **#2026-740. Approval of the Regular Commission Meeting Minutes for July 07, 2026** - recommended by Bob Stevenson, Davis County Commission Chair, Commissioners' Office
- 2 **#2026-751. Approval of the Regular Commission Meeting Minutes for July 14, 2026** - recommended by Bob Stevenson, Davis County Commission Chair, Commissioners' Office
- 3 **#2026-752. Approval of the Work Session Meeting Minutes for July 14, 2026** - recommended by Bob Stevenson, Davis County Commission Chair, Commissioners' Office

VOTING:

Motion to Approve Items 1-3: Lorene Kamalu. Second: John Crofts. All present voted aye.

BUSINESS/ACTION

COMMISSIONERS' OFFICE

- 4 **#2026-743. Approval of Appointment of Angela Lupcho as a Public Member of the Davis County Audit Committee for a Two-year Term, Effective August 1, 2026 through July 31, 2028 - recommended by Bob Stevenson, Davis County Commission Chair, Commissioners' Office**

Financial Information: N/A

Terms: N/A

VOTING:

Motion to Approve Item 4: Lorene Kamalu. Second: John Crofts. All present voted aye.

PUBLIC HEARING: COMMUNITY & ECONOMIC DEVELOPMENT

- 5 **#2026-640. Public Hearing for the Community Development Block Grant (CDBG) Section 108 Loan**
Guarantee Application: Land Acquisition for Permanent Supportive Housing and Transitional Housing -
recommended by Kent Andersen, Director, Community & Economic Development - Community Services

Financial Information: N/A

Terms: N/A

VOTING [occurred after Item #7 was presented]:

Motion to Postpone Item 5: Bob Stevenson. Second: Lorene Kamalu. All present voted aye.

COMMUNITY & ECONOMIC DEVELOPMENT

- 6 **#2026-733. Ratification of a Real Estate Purchase Contract to Acquire Vacant Land for a Permanent Supportive Housing/Transitional Housing Project, Pending Approval of Davis County's Application for a Section 108 Loan Guarantee from the Department of Housing and Urban Development (HUD) - recommended by Kent Andersen, Director, Community & Economic Development - Community Services**

Financial Information:

- Type: Payable
- Amount: \$4,000,000.00

Terms:

- Beginning Date: Upon Approval and Signature of Buyer and Seller
- Ending Date: 11/16/2026 or Purchase Closing

Director Andersen presented the contract for approximately 5.258 acres of vacant land purchase in Clearfield to be used for permanent supportive and transitional housing. The \$4 million purchase is tied to a Section 108 loan guarantee, which the County will pay back using future Community Development Block Grant (CDBG) funds, allowing them to secure a larger amount of money upfront for high-impact projects. He noted a \$50,000.00 escrow requirement, which is refundable if the County chooses not to proceed by November 2.

VOTING:

Motion to Approve Item 6: John Crofts. Second: Lorene Kamalu. All present voted aye.

- 7 **#2026-748. Approval of an Amendment to Contract #2025-1330 with USA BMX for Updates Made to the Responsibilities Required for the 2026 USA BMX Pro Nationals Event - *recommended by Kent Andersen, Director, Community & Economic Development - Tourism***

Financial Information: N/A

Terms:

- Beginning Date: 07/28/2026
- Ending Date: 08/10/2026

Director Andersen presented an amendment regarding the upcoming USA BMX Pro Nationals event taking place in Syracuse from August 7 through the 9. The modification changes the criteria for the incentive; rather than requiring 1,500 hotel room nights, the event must now generate \$1 million in direct business sales for Davis County to be eligible for the \$10,000.00 incentive payment.

VOTING:

Motion to Approve Item 7: Lorene Kamalu. Second: John Crofts. Motion Passed.
[Vote to Postpone Item #5 happened at this time.]

PUBLIC HEARING: CONTROLLER'S OFFICE

8 **#RES 2026-0025. Public Hearing for and Approval of a Resolution to Amend the 2026 Operating and Capital Budgets - recommended by Scott Parke, County Controller, Controller's Office**

Financial Information: N/A

Terms: N/A

Controller Parke presented adjustments to the 2026 budget, including eliminating a \$70,000.00 payroll transfer between the Attorney and Drug Courts due to a grant covering the cost, and rolling over a \$715,000.00 unspent fiscal year grant. He requested a transfer of \$160,000.00 from Public Work's Dual Creek Project to the Mosquito Abatement Project. \$100,000.00 was shifted from the Contingency Fund to Legal Defenders to cover legally required appeals defenses. Finally, the \$50,000.00 in earnest for Item #6 will be fronted by the Contingency Fund until the Section 108 loan reimbursement. Commissioner Stevenson opened the public hearing, but no public comments were offered.

VOTING:

Motion to Approve Item 8: John Crofts. Second: Lorene Kamalu. All present voted aye.

HEALTH

9 **#2026-734. Approval of a Donation Agreement from Meals on Wheels of America for the Home Delivered Meals Program - recommended by Brian Hatch, Director, Health - Senior Services**

Financial Information:

- Type: Payable
- Amount: \$10,000.00

Terms:

- Beginning Date: 07/21/2026
- Ending Date: 07/21/2026

10 **#2026-730. Approval of Amendment #5 to Contract #2025-0612 of Utah's Area Agencies on Aging (AAA) State FY27 Pass-Through Agreement with the Utah Department of Health & Human Services for Davis County Aging Services - recommended by Brian Hatch, Director, Health - Senior Services**

Financial Information:

- Type: Receivable
- Amount: \$2,249,000.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

VOTING:

Motion to Approve Items 9-10: Lorene Kamalu. Second: John Crofts. All present voted aye.

INFORMATION SYSTEMS

11 **#2026-738. Approval of a Comcast Enterprise Services Sales Order for an Upgrade in Internet Speed and Reduction in Monthly Cost - recommended by Jeff Hassett, Director, Information Systems**

Financial Information:

- Type: Payable
- Amount: \$1,319.45 per Month

Terms:

- Beginning Date: Upon Signature
- Ending Date: 36 months from Contract Execution

12 **#2026-739. Approval of an Agreement with the State of Utah Division of Technology Services for an**
Upgraded Internet Connection - recommended by Jeff Hassett, Director, Information Systems

Financial Information:

- Type: Payable
- Amount: \$1,098.00 per Month

Terms:

- Beginning Date: 08/01/2026
- Ending Date: Until Canceled

Mike Pace, Information Systems Deputy Director, presented renegotiated contracts for the County's primary internet connection with the State of Utah and a backup connection with Comcast, that were upgraded to provide more than double the previous speeds while simultaneously saving approximately \$600.00 per month.

VOTING:

Motion to Approve Items 11-12: Lorene Kamalu. Second: John Crofts. All present voted aye.

SHERIFF'S OFFICE

- 13 **#2026-712. Approval of the Memorandum of Understanding between Davis County and Utah Internet Crimes Against Children (ICAC) Task Force for Task Force Funding for FY2027 - recommended by Arnold Butcher, Chief Deputy, Sheriff's Office**

Financial Information:

- Type: Receivable
- Amount: \$12,000.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

VOTING:

Motion to Approve Item 13: John Crofts. Second: Lorene Kamalu. All present voted aye.

TREASURER'S OFFICE

- 14 **#2026-749. Approval to Extend Master Banking Contract #2021-0370 for an Additional Two-Year Term - recommended by Matt Brady, Davis County Treasurer, Treasurer's Office**

Financial Information:

- Type: Payable
- Amount: \$2,800.00-\$4,000.00
Monthly Depending on Account Activity

Terms:

- Beginning Date: 08/10/2026
- Ending Date: 08/09/2028

Treasurer Brady asked to extend the County's master banking contract with Wells Fargo for an additional two years, lasting until August 2028. After Commissioner Crofts inquired about the reason for the large range in the monthly amount, Treasurer Brady clarified that the monthly cost is not a fixed rate, but rather varies depending on account activity such as the number of incoming wires and returned checks.

- 15 **#2026-452. Approval to Add a Sweep Option to our General Bank Account with Wells Fargo Bank, N.A. - recommended by Matt Brady, Davis County Treasurer, Treasurer's Office**

Financial Information:

- Type: Receivable
- Amount: Variable Interest Targeting the Fed Funds Rate (currently 3.35%)

Terms:

- Beginning Date: Upon Final Signature and Set up
- Ending Date: 08/09/2028

Treasurer Brady explained that while most of the County's public funds are kept with the Public Treasurer's Investment Fund (PTIF) earning roughly 3.8%, the overnight sweep option added to the General Bank account with Wells Fargo would earn about 3.35% on the remaining cash buffer. The service costs \$250 a month, but with an average buffer of \$3 million, it is projected to generate roughly \$8,000.00 annually, yielding a net annual profit of over \$5,000.00. When Commissioner Crofts asked about seeking bids from other banks, Treasurer Brady explained that a Request for Proposal (RFP) process would cost the County between \$30,000.00 and \$40,000.00 and require a large selection committee. Exercising this contract extension delays the RFP process by a year and a half, sparing the County the immediate financial burden and operational disruption.

VOTING:

Motion to Approve Items 14-15: John Crofts. Second: Lorene Kamalu. All present voted aye.

CONSENT ITEMS

- 16 **#2026-744. Approval of an Agreement with Utah Chess Association for a Tournament - recommended by Kent Andersen, Director, Community & Economic Development - Western Sports Park**

Financial Information:

- Type: Receivable
- Amount: \$3,871.88

Terms:

- Beginning Date: 04/09/2027
- Ending Date: 04/10/2027

****These minutes are pending legislative approval and are subject to change until approved.****

- 17 **#2026-724. Approval of a Summary Sheet of Receivable Agreements for the 2026 Antelope by Moonlight Bike Ride** - recommended by Kent Andersen, Director, Community & Economic Development - Tourism

Financial Information:

- Type: Receivable
- Amount: \$900.00

Terms:

- Beginning Date: 07/31/2026
- Ending Date: 07/31/2026

- 18 **#2026-727. Approval of an Agreement with Syracuse City for Sponsorship of the 2026 Antelope by Moonlight Bike Ride** - recommended by Kent Andersen, Director, Community & Economic Development - Tourism

Financial Information:

- Type: In-Kind
- Amount: In-Kind

Terms:

- Beginning Date: 07/31/2026
- Ending Date: 07/31/2026

- 19 **#2026-705. Approval of the Davis County Library's Quarterly Donations List** - recommended by Joshua Johnson, Director, Library

Financial Information:

- Type: Receivable
- Amount: \$2,184.40

Terms:

- Beginning Date: 04/01/2026
- Ending Date: 06/30/2026

- 20 **#2026-706. Approval of the Davis County Library's Quarterly Low Dollar Contract Summary List** - recommended by Joshua Johnson, Director, Library

Financial Information:

- Type: Payable
- Amount: \$11,914.00

Terms:

- Beginning Date: 06/01/2026
- Ending Date: 07/30/2027

- 21 **#2026-707. Approval of an Agreement with Utah Ultimate Disc Association for Fall Ultimate Tournaments** - recommended by Kent Andersen, Director, Community & Economic Development - Western Sports Park

Financial Information:

- Type: Receivable
- Amount: \$13,009.50

Terms:

- Beginning Date: 09/12/2026
- Ending Date: 10/17/2026

- 22 **#2026-708. Approval of Annual Certification of Children's Internet Protection Act (CIPA) Compliance to the Federal Communications Commission (FCC) as Part of the eRate Program** - recommended by Joshua Johnson, Director, Library

Financial Information: N/A

Terms:

- Beginning Date: 06/18/2026
- Ending Date: 07/01/2027

- 23 **#2026-709. Approval of an Agreement with the International Brazilian Jiu-Jitsu Federations for a Tournament** - recommended by Kent Andersen, Director, Community & Economic Development - Western Sports Park

Financial Information:

- Type: Receivable
- Amount: \$6,288.93

Terms:

- Beginning Date: 09/17/2027
- Ending Date: 09/18/2027

- 24 **#2026-686. Approval of an Agreement with Best Friends for the Super Adoption Event** - recommended by Michelle Hicks, Director, Animal Care

Financial Information: N/A

Terms:

- Beginning Date: 08/01/2026
- Ending Date: 08/02/2026

****These minutes are pending legislative approval and are subject to change until approved.****

25 **#2026-741. Approval of an Agreement with Davis County Employee for Special Retirement Incentive - recommended by John Robinson, Deputy Director, Human Resources**

Financial Information: N/A

Terms: N/A

26 **#2026-731. Approval of a Collaboration Agreement with Davis Head Start/Early Head Start for Necessary Family and Community Referrals and Services - recommended by Brian Hatch, Director, Health - Community Services**

Financial Information: N/A

Terms:

- Beginning Date: 07/21/2026
- Ending Date: 07/20/2027

27 **#2026-736. Approval of the Law Enforcement Officer Training Reimbursement Agreement between Davis County and Sergio Raul Rodriguez Ceron - recommended by Arnold Butcher, Chief Deputy, Sheriff's Office**

Financial Information:

- Type: Payable
- Amount: \$19,362.00

Terms:

- Beginning Date: Upon Signature of All Parties
- Ending Date: When All Parties Have Satisfied Each of their Respective Duties Under this Agreement, Unless Terminated Earlier Pursuant to Section 7 of the Agreement

28 **#2026-737. Approval of the Law Enforcement Officer Training Reimbursement Agreement between Davis County and Isaac Christopher Matthew Eads - recommended by Arnold Butcher, Chief Deputy, Sheriff's Office**

Financial Information:

- Type: Payable
- Amount: \$18,946.00

Terms:

- Beginning Date: Upon Signature of All Parties
- Ending Date: When All Parties Have Satisfied Each of their Respective Duties Under this Agreement, Unless Terminated Earlier Pursuant to Section 7 of the Agreement

Commissioner Kamalu highlighted the upcoming Antelope by Moonlight Bike Ride [Items #17 and #18 on the consent agenda], taking place Friday night [July 31].

VOTING:
Motion to Approve Items 16-28: Lorene Kamalu. Second: John Crofts. All present voted aye.

VOTING:
Motion to Recess to Board of Equalization: Lorene Kamalu. Second: John Crofts. All present voted aye.

BOARD OF EQUALIZATION

29 **#2026-30. Property Tax Register 07-28-2026 - recommended by Scott Parke, County Controller, Tax Administration**

The Property Tax Register for 07/28/2026 is maintained by the Davis County Controller as the Clerk of the Board of Equalization.

VOTING:
Motion to Approve Item 29: Lorene Kamalu. Second: John Crofts. All present voted aye.

VOTING:

Motion to Reconvene Commission Meeting: Lorene Kamalu. Second: John Crofts. All present voted aye.

CLOSING REMARKS

Commissioner Kamalu provided a summary of her and Commissioner Stevenson's recent trip to the National Association of Counties Conference. She explained that both she and Commissioner Stevenson serve on the transportation subcommittee, which is currently a massive priority for the state of Utah due to rapid regional growth. A critical point of discussion at the conference involved monitoring potential changes to the Code of Federal Regulations (CFR) and evaluating how those shifts could directly impact local counties. She stressed that this ongoing education is vital, as it allows them to actively represent Davis County and the state of Utah at the federal level to prevent regulations that would place undue burdens on the County. Commissioner Kamalu concluded by noting that her canceled flight made the journey home difficult, directly causing the cancellation of the previous week's Commission meeting, and expressed her gratitude to be home.

MEETING ADJOURNED

The meeting adjourned at 10:19 AM.

Minutes Prepared by:
Solana Guest
Deputy Clerk

Minutes Approved on:
08/11/2026

Brian McKenzie
Davis County Clerk

Bob J Stevenson
Commission Chair

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Clerk's Office
Presenter: Brian McKenzie, Clerk
Agenda Item: Approve the Cancellation of the Work Session and Regular Commission Meetings Scheduled for Tuesday, August 18, 2026

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information: N/A
Additional Financial Terms: N/A

Terms: N/A

Attachments:

1. Aug 18 Cancellation Notice

2026-774

Submitted by: Jessica Turner, Records Manager
Requested meeting date: 8/11/2026



CANCELLATION OF THE MEETINGS HELD BY THE BOARD OF DAVIS COUNTY COMMISSIONERS

PUBLIC NOTICE is hereby given that the Board of Davis County Commissioners have **cancelled** the following meetings for Tuesday August 18, 2026.

- Work Session Davis County Administration Building, 61 South Main St., Suite 306, Farmington, Utah, held at 8:00 AM
- Regularly scheduled meeting at the Davis County Administration Building, 61 South Main St., Suite 303, Farmington, Utah, held at 10:00 AM

This cancellation is due to a lack of ability to have a quorum present as required by UCA 52-4-103(5).

August 3, 2026

Posted by the Davis County Clerk's Office

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Clerk's Office
Presenter: Brian McKenzie, Clerk
Agenda Item: Approval of an Order to Hold a Special Meeting on August 14, 2026 at 1:00 PM for a Public Hearing Regarding the Davis County Community Development Block Grant (CDBG) Section 108 Loan Application

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information: N/A
Additional Financial Terms: N/A

Terms: N/A

Attachments:

1. Special Meeting Notice for Aug 14 Mtg

2026-783

Submitted by: Jessica Turner, Records Manager
Requested meeting date: 8/11/2026



AN ORDER CALLING A SPECIAL MEETING OF THE BOARD OF DAVIS COUNTY COMMISSIONERS

An Order Calling a Special Meeting of the Board of Davis County Commissioners

In accordance with Utah Code 17-64-302, it has been determined that the business of the County requires a special meeting of the Board of Davis County Commissioners.

This meeting will be held on August 14, 2026, at the Davis County Administration Building, 61 South Main Street, Farmington, Room 306, at 1:00 PM.

The business to be transacted at this meeting includes: Public Hearing for the Davis County Community Development Block Grant (CDBG) Section 108 Loan Application

Ordered this 11th day of August, 2026

Bob J Stevenson, Chair

Lorene Miner Kamalu, Vice Chair

John V. Crofts, Commissioner

Attest:

Brian McKenzie, Davis County Clerk

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Community & Economic Development - Community Services
Presenter: Kent Andersen, Director
Agenda Item: Ratification of an Updated Real Estate Purchase Contract to Acquire Vacant Land for a Permanent Supportive Housing/Transitional Housing Project, Pending Approval of Davis County's Application for a Section 108 Loan Guarantee from the Department of Housing and Urban Development (HUD)

Vendor/Customer Name: N/A	Purchase Type: One-time	Procurement Method: N/A
-------------------------------------	-----------------------------------	-----------------------------------

Financial Information:

- Type: Payable
- Amount: \$4,000,000.00

Terms:

- Beginning Date: Upon Approval and Signature of Buyer and Seller
- Ending Date: 11/30/2026 or Purchase Closing

Additional Financial Terms:

- GL Account Number: 2910290-540274
- Davis County Match: N/A
- Additional Financial Information: Purchase will be paid for using proceeds of a Section 108 Loan in the amount of \$4.7 million dollars from the Department of Housing and Urban Development (HUD). Davis County has submitted its application to HUD and expects approval by mid-October.

Attachments:

1. Real Estate Purchase Contract and Addendum Signed V2

2026-782

Submitted by: Ryan Steinbeigle, Community Services Manager
Requested meeting date: 8/11/2026



COMMERCIAL REAL ESTATE PURCHASE CONTRACT



This is a legally binding contract. It has been prepared by the Utah Association of REALTORS® for the use of its members only, in their transactions with clients and customers. Parties to this Commercial Real Estate Contract ("Contract") may agree, in writing, to alter or delete provisions of this Contract. Seek advice from your attorney or tax advisor before entering into a binding contract.

EARNEST MONEY RECEIPT

On this 4th day of August, 2026 ("Offer Reference Date") Davis County ("Buyer") offers to purchase from Medical Building LLC ("Seller") the *Property* described below and hereby delivers to the Brokerage or Title/Escrow Company, as *Earnest Money*, the amount of \$50,000 in the form of Wire which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Brokerage or Title/Escrow Company TBD Address TBD

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OFFER TO PURCHASE

1. PROPERTY (General Description): Approx. 5.26 Acres

Address 1230 E 1450 S City Clearfield

County Davis State of Utah, ZIP 84015

County Tax I.D. # 09-022-0183 (the "Property")

For a legal description (Check Applicable Box): ☐ SEE ADDENDUM # _____ ☒ COMMITMENT FOR TITLE INSURANCE as provided in Section 7(b).

1.1 INCLUDED ITEMS: Unless excluded herein, this sale includes all fixtures presently attached to the *Property*. The following personal property shall also be included in this sale and conveyed under separate *Bill of Sale* with warranties as to title:

None

1.2 Excluded Items. These items are excluded from this sale:

None

2. PURCHASE PRICE The Purchase Price for the *Property* is \$4,000,000

The Purchase Price will be paid as follows:

\$50,000 (a) *Earnest Money Deposit*.

\$ (b) New Loan. Buyer will apply for one or more of the following loans: ☐ Conventional ☐ SBA ☐ Other (specify) _____

Buyer shall have the right to approve the terms and conditions of the new loan as provided in *Section 8 (f)*.

\$ (c) Loan Assumption Addendum (see attached *Assumption Addendum* if applicable)

\$ (d) Seller Financing (see attached *Seller Financing Addendum* if applicable)

\$ (e) Other (specify) _____

\$3,950,000 (f) Balance of Purchase Price in Cash at Settlement

\$4,000,000 PURCHASE PRICE. Total of lines (a) through (f)

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in *Section 24(c)*, or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (½) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in *Section 24(c)*, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. For purposes of this Contract, "Closing" means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by the lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.

4. POSSESSION. Seller shall deliver physical possession to Buyer within:

☐ _____ HOURS AFTER CLOSING; ☐ _____ DAYS AFTER CLOSING; ☒ OTHER (SPECIFY) Upon Closing

Any rental of the *Property* prior to or after Closing, between Buyer and Seller, shall be by separate written agreement.

5. CONFIRMATION OF BROKERAGE FEES & AGENCY DISCLOSURE. Buyer and Seller acknowledge prior receipt of written agency disclosure provided by their respective Buyer's Agent or Seller's Agent that has disclosed the agency relationships that are confirmed below. Buyer and Seller further acknowledge that Brokerage Fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. At the signing of this Contract:

Seller's Agent, Brandon L. Wood represents ☐ Seller ☐ Buyer ☒ both Buyer and Seller as a Limited Agent;
Seller's Brokerage, The Northwood Group represents ☐ Seller ☐ Buyer ☒ both Buyer and Seller as a Limited Agent;
Buyer's Agent, Brandon L. Wood represents ☐ Seller ☐ Buyer ☒ both Buyer and Seller as a Limited Agent;
Buyer's Brokerage, The Northwood Group represents ☐ Seller ☐ Buyer ☒ both Buyer and Seller as a Limited Agent;

6. TITLE TO PROPERTY & TITLE INSURANCE.

- (a) Seller represents that Seller has fee simple title to the Property and will convey good and marketable title to Buyer at Closing by: ☐ GENERAL WARRANTY DEED ☒ SPECIAL WARRANTY DEED, free of financial encumbrances except as provided under *Section 10.1*.
- (b) At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. The title policy shall conform with Seller's obligations under *Section 10.1* and with the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8*.
- (c) ☐ BUYER ELECTS TO OBTAIN A FULL-COVERAGE EXTENDED ALTA POLICY OF TITLE INSURANCE. The cost of this coverage (including the ALTA survey), above that of the standard-coverage Owner's policy, shall be paid for at Settlement by: ☐ BUYER ☐ SELLER ☐ OTHER _____.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in *Section 24(a)*, Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the *Property*, signed and dated by Seller;
- (b) a *Commitment for Title Insurance* on the *Property*;
- (c) a copy of all leases and rental agreements now in effect with regard to the *Property* together with a current rent roll;
- (d) operating statements of the Property for its last 2 full fiscal years of operation plus the current fiscal year through 06/30/2026 certified by the Seller or by an independent auditor;
- (e) copies in Seller's possession, if any, of any studies and/or reports which have previously been done on the *Property*, including without limitation, environmental reports, soils studies, site plans and surveys;

- (f) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
 (g) Other (specify) _____

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of the content of all the *Seller Disclosures* referenced in *Section 7*;
 (b) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of a physical condition inspection of the *Property*;
 (c) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of a survey of the *Property* by a licensed surveyor ("Survey");
 (d) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the *Property*, and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the *Property*;
 (e) ☒ IS ☐ IS NOT conditioned upon the *Property* appraising for not less than the Purchase Price.
 (f) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in *Section 2*.
 (g) ☒ IS ☐ IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the *Property*. (specify)
See Addendum 1

If any of the items 8(a) through 8(g) are checked in the affirmative, then *Sections 8.1, 8.2, 8.3 and 8.4* apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as "Buyer's Due Diligence." Unless otherwise provided in this Contract, the Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Buyer shall conduct Buyer's Due Diligence in such manner as not to unreasonably disrupt the activities and business of Seller, and shall indemnify Seller and hold Seller harmless from and against any and all liability, claim, or damages which arise from, is caused by, or is in any manner connected with Buyer's Due Diligence, including without limitation, claims for payment for inspection services, claims for mechanics liens, and physical damage to the Property. Seller agrees to cooperate with Buyer's Due Diligence and with a site inspection under *Section 11*.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in *Section 24(b)* Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of the Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in *Section 8.2*; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, the results of the Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in *Sections 8(a) through 8(g)*, including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have 3 CALENDAR DAYS after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in *Section 10*, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than THREE CALENDAR DAYS after expiration of the *Response Period*; whereupon the *Earnest Money Deposit* shall be released to Buyer. If this Contract is not canceled by Buyer under this *Section 8.4*, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in *Section 10*.

9. ADDITIONAL TERMS. There ☒ ARE ☐ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: ☐ Addendum No. 1

☐ Seller Financing Addendum ☐ Assumption Addendum ☐ Lead-Based Paint Disclosure & Acknowledgement
☐ OTHER (specify) _____

10. SELLER'S WARRANTIES & REPRESENTATIONS.

10.1 Condition of Title. Buyer agrees to accept title to the *Property* subject to the contents of the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8*. Buyer also agrees to take the *Property* subject to existing leases affecting the *Property* and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services provided to the *Property* after Closing. Except for any loan(s) specifically assumed by Buyer under *Section 2*, Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause all assessments to be paid current by Closing.

10.2 Condition of Property. Seller warrants that **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER**, the *Property* and improvements will be broom-clean and free of debris and personal belongings, and in the same general condition as they were on the date of *Acceptance*.

10.3 Other Seller Warranties. Seller further warrants that, to the best of Seller's knowledge, each of the following statements is true: (a) the consummation of the transactions contemplated by this Contract will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transactions; (b) there is no action, suit, legal proceeding or other proceeding pending or threatened against Seller and/or the *Property* which may adversely affect the transactions contemplated by this Contract, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Contract; (c) all work which will be performed in, on or about the *Property* or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien, will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained; (d) Seller has not received any written notice indicating that the *Property* is in violation of any Federal, State or local Environmental Law; (e) there are no Hazardous Substances on, under, or about the *Property*, nor has Seller undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the *Property*, of any Hazardous Substances, or the transportation to or from the *Property*, of any Hazardous Substances. As used herein, "Hazardous Substance" shall mean any substance, material or matter that may give rise to liability under any Federal, State, or local Environmental Laws; and (f) Seller is not a "foreign person" as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended. (In that regard, Seller shall deposit into Escrow, at or prior to Closing, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined).

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the *Property* to determine **only** that the *Property* is "as represented," meaning that the items referenced in *Sections 1.1, 8.4 and 10.2 and 10.3* ("the items") are respectively present, repaired/changed as agreed, and in the warranted condition. If the items are not as represented, Seller will, prior to Settlement, replace, correct or repair the items or, with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement to provide for the same. The failure to conduct a final pre-closing inspection or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the *Property*; or (d) incur any further financial encumbrances against the *Property*.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller.

14. COMPLETE CONTRACT/ASSIGNMENT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties. This Contract ☒ **SHALL** ☐ **SHALL NOT** be assignable by Buyer. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

15. MEDIATION. Any dispute relating to this Contract that arise prior to or after Closing:

☐ **SHALL**

☒ **MAY AT THE OPTION OF THE PARTIES**

first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved **THIRTY (30) CALENDAR DAYS** from the date written notice requesting mediation is sent by one party to the other(s). If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this *Section 15* shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under *Section 15*.

18. NOTICES. Except as provided in *Section 23*, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of *Sections 8.4, 10.1, 10.3, 15 and 17* and any other express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the *Property*, including physical damage or destruction to the *Property* or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). If the performance date falls on a Saturday, Sunday, State or Federal legal holiday, performance shall be required on the next business day. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

(a) Seller Disclosure Deadline	<u>7 Days from Acceptance</u>	(Date)
(b) Due Diligence Deadline	<u>November 16, 2026</u>	(Date)
(c) Settlement Deadline	<u>November 30, 2026</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the *Property* on the above terms and conditions. If Seller does not accept this offer by: 5 : 00 [] AM [X] PM Mountain Time on 08/07/2026 (Date), this offer shall lapse; and the Brokerage or Title/Escrow Company shall return the *Earnest Money Deposit* to Buyer.

Chair, Commission 8/4/26

(Buyer's Signature)	(Title, if any)	(Date)	(Buyer's Signature)	(Title, if any)	(Date)
---------------------	-----------------	--------	---------------------	-----------------	--------

Bob Stevneson OBO Davis County	61 S. Main Street	84025	801-451-3200
(Buyers' Names) (PLEASE PRINT)	(Address)	(Zip Code)	(Phone) (Fax)

(Buyers' Names) (PLEASE PRINT)	(Address)	(Zip Code)	(Phone)	(Fax)
--------------------------------	-----------	------------	---------	-------

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____

_____ (Seller's Signature)	_____ (Date)	_____ (Time)	_____ (Seller's Signature)	_____ (Date)	_____ (Time)
-------------------------------	-----------------	-----------------	-------------------------------	-----------------	-----------------

_____ (Sellers' Names) (PLEASE PRINT)	_____ (Address)	_____ (Zip Code)	_____ (Phone)	_____ (Fax)
--	--------------------	---------------------	------------------	----------------

_____ (Sellers' Names) (PLEASE PRINT)	_____ (Address)	_____ (Zip Code)	_____ (Phone)	_____ (Fax)
--	--------------------	---------------------	------------------	----------------

☐ **REJECTION:** Seller Rejects the foregoing offer.

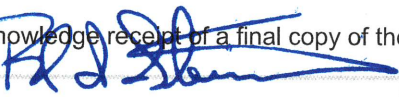
_____ (Seller's Signature)	_____ (Date)	_____ (Time)	_____ (Seller's Signature)	_____ (Date)	_____ (Time)
-------------------------------	-----------------	-----------------	-------------------------------	-----------------	-----------------

[Handwritten signature]

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

		8/4/26	
(Buyer's Signature)	(Date)	(Buyer's Signature)	(Date)
(Seller's Signature)		(Date)	
(Seller's Signature)	(Date)	(Seller's Signature)	(Date)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be ☐ faxed ☐ mailed ☐ hand delivered on _____, postage prepaid, to the ☐ Seller ☐ Buyer.

Sent/Delivered by (specify) _____

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. COPYRIGHT© UTAH ASSOCIATION OF REALTORS® – 1994 – REVISED 10.13.04 – ALL RIGHTS RESERVED

UAR FORM 3



ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 4th day of August, 2026 including all prior addenda and counteroffers, between Davis County as Buyer, and Medical Building LLC as Seller, regarding the Property located at 1230 E 1450 S. The

following terms are hereby incorporated as part of the REPC:

1. The following contingencies to be added to section 8 (g)

1. Approval by the Davis County Commission, provided also that the Davis County Commission can withhold or revoke its approval at any time prior to the Due Diligence Deadline.

2. HUD approval of a Section 108 loan or grant to Buyer to fund the purchase of the Property.

3. Buyer's approval of results of any environmental studies.

4. Also, for purposes of clarity, Buyer's approval of the contents of the Commitment for Title Insurance on the Property, including any exceptions listed in Schedule B.

2. Seller shall have the option to extend Settlement for up to two (2) thirty (30)-day periods.

3. Buyer agrees not to build any structures in the narrow strip of land in the south east corner of the Property and to use its best efforts to monitor loitering on that Property.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on August 07, 2026 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 8/4/26
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Ordinance
Department: Controller's Office
Presenter: Scott Parke, County Controller
Agenda Item: An Ordinance Amending Title 3, Chapter 10 of the Davis County Code: Real Property Tax Sale Procedures

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information: N/A
Additional Financial Terms: N/A

Terms: N/A

Attachments:

1. ORD 2026-0002

ORD 2026-0002

Submitted by: Scott Parke, County Controller
Requested meeting date: 8/11/2026

**DAVIS COUNTY
ORDINANCE 2026-0002**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 10 OF THE DAVIS COUNTY
CODE: REAL PROPERTY TAX SALE PROCEDURES**

WHEREAS, Title 17, Chapter 64, Parts 4 and 5 of the Utah Code, among other authorities, authorize the Legislative Body of Davis County, Utah to exercise all legislative powers and perform all legislative functions of Davis County, including, but not limited to, adopting and amending the Davis County Code; and

WHEREAS, Title 59, Chapter 2, Part 13, among other authorities, authorizes the Legislative Body of Davis County, Utah to adopt or amend ordinances regarding the sale of real properties due to delinquent property taxes; and

WHEREAS, the Legislative Body of Davis County, Utah met in a regular meeting, lawful notice of which was provided, to consider, among other things, amending Title 3, Chapter 10 of the Davis County: Real Property Tax Sale Procedures to provide for the safety, preserve the health, promote the prosperity, improve the morals, peace, good order, comfort, and convenience of Davis County and its inhabitants, or protect the property in Davis County.

NOW THEREFORE, be it ordained by the Legislative Body of the Davis County, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “Section 3.10.010 Purpose” of the Davis County Code is hereby *amended* as follows:

A M E N D M E N T

Section 3.10.010 Purpose

In order to facilitate the sale of properties certified for the Annual Real Property Delinquent Tax Sale and to provide for a consistency of procedure, when, pursuant to Utah Code Annotated, Section 59-2-1351.1, the County Auditor conducts the Annual Real Property Delinquent Tax Sale, the sale shall be conducted in accordance with the provisions of this chapter.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 2: **AMENDMENT** “Section 3.10.020 Pre-Tax Sale Committee” of the Davis County Code is hereby *amended* as follows:

AMENDMENT

Section 3.10.020 Pre-Tax Sale Committee

~~A committee headed by the Auditor or a designated representative from the Auditor's Office and comprised of a member of the County Commission, the Assessor, Attorney, Economic Development Director, Recorder, Surveyor, Treasurer, and Tax Administration Director or designated representatives of the respective offices shall meet periodically prior to the Annual Real Property Delinquent Tax Sale to review the delinquencies which exist. It is the committee's responsibility to ensure that the identified delinquent properties are reasonably reviewed for appropriateness to be included in the sale, and that appropriate processes and reasonable measures have been undertaken to notify the delinquent tax property owner(s) or parties with interest in the delinquent property of such delinquencies. (Ord. 1-2012, § 1, Add, 3/13/2012)~~
A committee headed by the Auditor or a designated representative from the Auditor's Office and comprised of a member of the County Commission, the Assessor, Attorney, Economic Development Director, Recorder, Surveyor, Treasurer, and Tax Administration Director or designated representatives of the respective offices shall meet prior to the Annual Real Property Delinquent Tax Sale to review the delinquencies which exist and provide feedback to the Auditor as to the appropriateness of including the parcel in the sale.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 3: AMENDMENT “Section 3.10.030 Bidder Registration Procedures” of the Davis County Code is hereby *amended* as follows:

AMENDMENT

Section 3.10.030 Bidder Registration Procedures

All individuals interested in participating in the Annual Real Property Delinquent Tax Sale shall be required to register and receive a bid number in order to participate in the tax sale. Tax deeds will only be prepared in the name of the successful bidder as shown on the bidder registration form. Participants must present a government issued form of identification in order to register.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 4: **AMENDMENT** “Section 3.10.040 Redemption Rights And Procedures” of the Davis County Code is hereby *amended* as follows:

A M E N D M E N T

Section 3.10.040 Redemption Rights And Procedures

- A. Property may be redeemed on behalf of the record owner by any person at any time prior to the time that bidding starts on the property at the annual real property tax sale following the lapse of four years from the date the property tax became delinquent.
- B. A person may redeem property by paying to the County Treasurer all delinquent taxes, interest, penalties, and administrative costs that have accrued on the property.
- C. If two or more persons own a piece of property on which a delinquency exists, any owner may redeem the owner's interest in the property upon payment of that portion of the taxes, interest, penalties, and administrative costs which the owner's interest bears to the whole, as determined by the Board of County Commissioners.
- D. If any property is redeemed, the County Treasurer shall make the proper entry in the record of tax sales filed in the Treasurer's Office and issue a certificate of redemption which is prima facie evidence of the redemption, and may be recorded in the office of the County Recorder without acknowledgement.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 5: **AMENDMENT** “Section 3.10.050 Collusive Bidding Practices Prohibited” of the Davis County Code is hereby *amended* as follows:

A M E N D M E N T

Section 3.10.050 Collusive Bidding Practices Prohibited

Collusive bidding is prohibited, and all bids submitted and the tax deed issued thereafter will only be executed in the name of an individual successful purchaser. Collusive bidding, for purposes of these procedures, means any agreement or understanding reached by two or more parties that changes the bids the parties would otherwise offer absent the agreement or understanding. The County Auditor and/or the Board of County Commissioners have the right to reject any bid deemed collusive.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 6: **AMENDMENT** “Section 3.10.060 Conflicts Of Interest Prohibitions And Disclosure Requirements” of the Davis County Code is hereby *amended* as follows:

A M E N D M E N T

Section 3.10.060 Conflicts Of Interest Prohibitions And Disclosure Requirements

- A. No employee of any County office connected with the Annual Real Property Delinquent Tax Sale may bid on or benefit from property offered for sale, directly or indirectly, except where the employee is the record owner, an abutting property owner or has received prior written approval from the County Attorney's Office, stating that no conflict of interest exists.
- B. Where a business associate or relative of an employee of any County office connected with the Annual Real Property Delinquent Tax Sale desires to participate in that sale, complete written disclosure of any relationships that might create the appearance of a conflict of interest must be made prior to the sale.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 7: **AMENDMENT** “Section 3.10.070 Criteria For Accepting Or Rejecting Bids” of the Davis County Code is hereby *amended* as follows:

A M E N D M E N T

Section 3.10.070 Criteria For Accepting Or Rejecting Bids

- A. A bid in an amount to pay the taxes, penalties, interest, and administration costs for the entire parcel of property may be accepted.
- B. Only the entire parcel of property being auctioned will be sold. No property will be reduced in size at the auction. Any amount received in excess of the taxes, interest, penalties and administrative costs of the delinquent property shall be treated as unclaimed property, pursuant to Title 67, Chapter 4a, of the Unclaimed Property Act of the Utah Code.
- C. The County Auditor shall determine the methods of bid for each parcel of property. The County Auditor shall specify bidding increments.
- D. Once the County Auditor has closed the sale of a particular parcel of property as a result of accepting a bid on the parcel, the successful bidder or purchaser of the property may not unilaterally rescind the bid. The Board of County Commissioners, after the acceptance of a bid, may enforce the terms of the bid by obtaining a legal judgment against the purchaser in the amount of the bid, plus interest and attorney's fees.

- E. A bid shall not be accepted for an amount which is insufficient to pay the taxes, penalties, interest, and administrative costs owing on the delinquent property.
- F. Acceptance of a bid by the County Auditor is tentative and is subject to acceptance or rejection by the Board of County Commissioners.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 8: AMENDMENT “Section 3.10.080 Sale Ratification Procedures” of the Davis County Code is hereby *amended* as follows:

AMENDMENT

Section 3.10.080 Sale Ratification Procedures

All bids accepted by the County Auditor at the Annual Real Property Delinquent Tax Sale shall be submitted to the Board of County Commissioners for ratification. Any bid not ratified shall be deemed rejected and the bid amount paid shall be refunded to the bidder.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 9: AMENDMENT “Section 3.10.090 Criteria For Granting Bidder Preference” of the Davis County Code is hereby *amended* as follows:

AMENDMENT

Section 3.10.090 Criteria For Granting Bidder Preference

Parcels meeting the following criteria may be sold without competitive bidding as an entire parcel only if:

- A. The Auditor has determined that the property is not an economically viable unit of property to anyone other than someone with a preferential interest. Characteristics such as size, shape, access, zoning or any other factors that may affect the economic value and use of the property will be used in determining the economic viability of the property; or
- B. The sale of the property to a non-preferential interest would create a nuisance or detrimentally affect and/or cloud the existing interest in the property and could unreasonably diminish the value of that interest.

The priority of interest in any property shall be as follows:

- A. First priority is given to any possessory interest; and

B. Second priority is given to abutting property owners if no possessory interest exists.

If there is a conflict between two or more possessory interests or two or more abutting property owners, the Auditor shall conduct the sale according to the following order or precedence:

- A. Possessory Tier: The property shall first be auctioned exclusively among parties holding a possessory interest.
- B. Abutting Tier: If no bids are received from the possessory tier, or if no possessory interest exists, the auction shall be opened to abutting property owners.
- C. Public Tier: If no bids are received from abutting property owners, the property may be sold to the general public through a standard competitive bidding process.

~~Parcels meeting the following criteria shall be sold without competitive bidding as an entire parcel only: The parcel that has been determined not to be an economically viable unit of property to other than a preferential interest based upon consideration of such characteristics as size, shape, access, zoning, or other factors that may affect the economic value and use of the parcel. A non-preference sale of the parcel would create a nuisance and/or cloud upon an existing interest in the property and could unreasonably diminish the value of such an interest. First priority is given to any possessory interest; If no possessory interest exists, priority is given to abutting property owners.~~(Ord. 1-2012, § 1, Add, 3/13/2012)

~~A. Priority of Preference:
(Ord. 1-2012, § 1, Add, 3/13/2012)~~

SECTION 10: **AMENDMENT** “Section 3.10.100 Procedures For Recording Tax Deeds” of the Davis County Code is hereby *amended* as follows:

AMENDMENT

Section 3.10.100 Procedures For Recording Tax Deeds

- A. Upon payment by the successful bidder, the County Treasurer will issue a temporary receipt. After ratification by the Board of County Commissioners and after recordation, the County Clerk will mail the Tax Deed to the name and address listed on the bid sheet and bidder registration form. Deeds issued by the County Clerk shall recite the following:
 - 1. The total amount of all delinquent taxes, penalties, interest, and administrative costs which were paid for the execution and delivery of the deed;
 - 2. The year for which the property was assessed, the year the property became delinquent, and the year the property was subject to tax sale;
 - 3. A full description of the property; and
 - 4. The name of the grantee.
- B. When the deed is executed and delivered by the County Clerk, it shall be prima facie evidence of the regularity of all proceedings subsequent to the date the taxes initially

- became delinquent and of the conveyance of the property to the grantee in fee simple.
- C. The deed issued by the County Clerk under this section shall be recorded by the County Recorder.
 - D. The fee for the recording shall be included in the administrative costs of the sale.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 11: **AMENDMENT** “Section 3.10.110 Payment Methods And Procedures” of the Davis County Code is hereby *amended* as follows:

AMENDMENT

Section 3.10.110 Payment Methods And Procedures

~~The only acceptable methods of payment to the Davis County Treasurer for properties purchased at the Annual Real Property Delinquent Tax Sale shall be in cash, certified check, money order, business check or personal check. Payment must be made at the conclusion of the proceedings on the day of the tax sale.~~ The only acceptable methods of payment to the Davis County Treasurer for properties purchased at the Annual Real Property Delinquent Tax Sale shall be in cash or certified funds. Payment must be made on or before 4 pm of the day of the tax sale.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 12: **AMENDMENT** “Section 3.10.120 Procedures For Contesting Bids And Sales” of the Davis County Code is hereby *amended* as follows:

AMENDMENT

Section 3.10.120 Procedures For Contesting Bids And Sales

Any person wishing to contest any action taken in conjunction with the Annual Real Property Delinquent Tax Sale must file a written objection with the Board of County Commissioners of Davis County within five (5) days after the date of the Annual Real Property Delinquent Tax Sale. The written objection shall include the name and address of the petitioner, the subject tax parcel number, and the basis for the objection. The Board of County Commissioners will not grant hearings for the purposes of contesting a bid for sale, but will instead render a decision based upon all information following a review of submissions. The Board may award the property to one of the bidders, reject all bids and order it re-offered for sale, or, upon a finding that it is in the best public interest, withdraw the property from the sale.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 13: **AMENDMENT** “Section 3.10.130 Criteria For Striking Properties To The County” of the Davis County Code is hereby *amended* as follows:

A M E N D M E N T

Section 3.10.130 Criteria For Striking Properties To The County

- A. Any property offered for sale for which there is no purchaser and which it is not in the public interest to withdraw and recertify to a subsequent sale shall be struck off to the County by the County Auditor, who shall then:
 - 1. Publicly declare, at the conclusion of the sale, substantially as follows: "All property here offered for sale which has not been struck off to a private purchaser is hereby struck off and sold to the County of Davis, and I hereby declare the fee simple title of the property to be vested in the County."
 - 2. Make an endorsement opposite each of the entries in the delinquency tax sale record as required by law, substantially as follows: "The fee simple title in the property described in this entry in the year 2___ sold and conveyed to the County of Davis in payment of general taxes charged to the property"; and
 - 3. Sign the County Auditor's name to the record.
- B. The fee simple title shall then vest in the County.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 14: **AMENDMENT** “Section 3.10.140 Procedures For Disclosing Properties Withdrawn From The Sale For Reasons Other Than Redemption” of the Davis County Code is hereby *amended* as follows:

A M E N D M E N T

Section 3.10.140 Procedures For Disclosing Properties Withdrawn From The Sale For Reasons Other Than Redemption

Davis County shall have the right and authority to remove any parcel of property from the Annual Real Property Delinquent Tax Sale for any reason at any time before or during the sale. Disclosure will be made by the County Auditor before or during the sale of all properties withdrawn from the sale for reasons other than redemption.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 15: **AMENDMENT** “Section 3.10.150 Disclaimers By The County With Respect To Sale Procedures And Actions” of the Davis County Code is hereby *amended* as follows:

AMENDMENT

Section 3.10.150 Disclaimers By The County With Respect To Sale Procedures And Actions

- ~~A.~~ Properties sold during the Annual Real Property Delinquent Tax Sale shall be conveyed by Tax Deed. This form of deed is not a warranty deed. The County makes no representations as to whether the property is buildable or developable, nor does the County make any representations regarding whether the property complies with applicable zoning regulations. The County does not warrant or represent that any property purchased during the Annual Real Property Delinquent Tax Sale is habitable or in any particular condition. The County also makes no warranties or representations regarding the accuracy of the assessment of the property or the accuracy of the description of the real estate or improvements thereon.
- ~~B.~~ ~~Davis County attempts to protect the rights of all parties by complying with all notice provisions of Title 59, Utah Code Annotated, 1953 as amended. While Davis County attempts to give notice to all property owners, and those persons, corporations, partnerships and entities with a substantial interest in the parcels of property, it does not perform a title search on each parcel of property due to budgetary and time constraints, and specific tax sales may be challenged on due process grounds. If, at any time, it comes to the attention of Davis County that Davis County failed to notify a necessary party that a parcel of property was included in the Annual Real Property Delinquent Tax Sale, Davis County shall have the option, at any time, to invalidate the sale for the affected parcel. In the event that Davis County does invalidate the sale of a parcel of property, Davis County will refund any monies paid by the successful bidder for the parcel at the tax sale, together with interest thereon to the date of the refund. The successful bidder shall then be required to execute a quit-claim deed in favor of Davis County for the parcel of property in question. All bidders, by bidding at the Annual Real Property Delinquent Tax Sale, shall be bound by this provision of the ordinance.~~

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 16: **AMENDMENT** “Section 3.10.160 Miscellaneous Procedures” of the Davis County Code is hereby *amended* as follows:

AMENDMENT

Section 3.10.160 Miscellaneous Procedures

- A. In the event a parcel of property, which is subject to the Farmland Assessment Act (Greenbelt) no longer qualifies for greenbelt status, a rollback tax will then be imposed, which tax shall be in addition to the advertised delinquent tax amount. Said rollback tax shall be the responsibility of the successful bidder of the parcel of property in question.
- B. The current year's taxes for properties included in the Annual Real Property Delinquent Tax Sale are not being paid by the successful bidders at the sale. Additional taxes for the current year will be due in November of the current year. New address forms must be filled out by the successful bidders in order to receive tax notices for the current year.
- C. All individuals and entities participating in the Annual Real Property Delinquent Tax Sale shall be subject to the Davis County tax sale procedures enumerated in this ordinance, together with all additional instructions delivered at the time of the Annual Real Property Delinquent Tax Sale.

(Ord. 1-2012, § 1, Add, 3/13/2012)

SECTION 17: **SEVERABILITY CLAUSE** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 18: **EFFECTIVE DATE** To the extent of any conflict between this ordinance and any other Davis County ordinances, resolutions, regulations or otherwise, the provisions of this ordinance shall control.

SECTION 19: **CONFLICT** To the extent of any conflict between this ordinance and any other Davis County ordinances, resolutions, regulations or otherwise, the provisions of this ordinance shall control.

PASSED AND ADOPTED BY THE DAVIS COUNTY LEGISLATIVE BODY

_____.

	AYE	NAY	ABSENT	ABSTAIN
Lorene M. Kamalu	_____	_____	_____	_____
John V. Crofts	_____	_____	_____	_____
Bob J Stevenson	_____	_____	_____	_____

Presiding Officer

Attest

Bob J Stevenson, Chair, Davis
County

Brian McKenzie, Clerk, Davis
County

Neal Geddes, Chief Civil Deputy,
Attorney, Davis County

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Health - Family Services
Presenter: Brian Hatch, Director
Agenda Item: Approval of Amendment #8 to Contract #2024-0316 with the Utah Department of Health & Human Services for Immunizations

Vendor/Customer Name:	Purchase Type:	Procurement Method:
UDHHS	N/A	N/A

Financial Information:

- Type: Receivable
- Amount: \$103,815.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

Additional Financial Terms:

- GL Account Number: 1530311-474405
- Davis County Match: No
- Additional Financial Information: N/A

Attachments:

1. Final-Davis County - Immunizations - 2019 Amendment 8-4314

2026-770

Submitted by: Elizabeth Carlisle, Accounting Manager
Requested meeting date: 8/11/2026



Department of Health & Human Services

SUBRECIPIENT AMENDMENT

1915811

Department Log Number

192701006

State Agreement ID

1. AGREEMENT NAME: Davis County - Immunizations - 2019 Amendment 8
2. PARTIES: Utah Department of Health and Human Services ("**DHHS**") and Davis County ("**Grantee**")
3. PURPOSE OF AMENDMENT: The purpose of this amendment is to change the contract amount.
4. CHANGES TO AGREEMENT:
 1. The contract amount is being changed. The original amount was \$673,267.04. The funding amount will be increased by \$101,814.00 in federal funds. The funding amount in state funds will be increased by \$2,001.00. The total funding is \$777,082.04.

UEI: LEX7LH3KN2R5

All other conditions and terms in the original agreement and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: 07/01/2026

Intentionally Left Blank

N/A – Signatures not required for Unilateral Contracts

COUNTY REQUIRED SIGNATURES ONLY

DAVIS COUNTY

By: _____ Date: _____

Bob J Stevenson, Chair
Davis County Board of County Commissioners

ATTEST:

Brian McKenzie
Davis County Clerk

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Health - Senior Services
Presenter: Brian Hatch, Director
Agenda Item: Approval of Certifications and Assurances for Federal Transit Administration (FTA)
Assistance Programs for Federal Fiscal Year 2026

Vendor/Customer Name:	Purchase Type:	Procurement Method:
FTA	N/A	N/A

Financial Information: N/A

Terms:

- Beginning Date: 10/1/2025
- Ending Date: 09/30/2026

Additional Financial Terms: N/A

Attachments:

1. FY2026-FTA Certifications and Assurances

2026-771

Submitted by: Elizabeth Carlisle, Accounting Manager
Requested meeting date: 8/11/2026

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.
- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews. Additionally, 2 CFR § 200.216(e) states that by accepting a grant, the recipient is certifying its compliance with that section (“Prohibition on certain telecommunications and video surveillance equipment or services”).

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.
- (d) 2 CFR § 200.216, “Prohibition on certain telecommunications and video surveillance equipment or services.”

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to \$50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than \$50,000, but only with the approval of the recipient’s Federal cognizant agency for indirect costs. To determine an applicant’s cognizant agency for indirect costs, consult the definition of “cognizant agency for indirect costs” in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

- (a) The recipient’s micro-purchase threshold does not exceed \$50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
- (b) The recipient has a written justification for its micro-purchase threshold; and
- (c) The recipient has supporting documentation of any of the following:
 - (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
 - (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

- (3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2026, Pub. L. 119-75, div. E, tit. VII §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third-party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA’s State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant’s most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;

- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 5 (Transit Asset Management Plan),
 - (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 8 (Formula Grants for Rural Areas),
 - (5) Category 14 (Alcohol and Controlled Substances Testing), and
 - (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Davis County Government

The Applicant certifies to the applicable provisions of all categories: (*check here*) X .

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	
02 Public Transportation Agency Safety Plans	
03 Tax Liability and Felony Convictions	
04 Private Sector Protections	
05 Transit Asset Management Plan	
06 Rolling Stock Buy America Reviews and Bus Testing	
07 Urbanized Area Formula Grants Program	
08 Formula Grants for Rural Areas	
09 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
10 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	
11 Enhanced Mobility of Seniors and Individuals with Disabilities Programs	

- | | | |
|----|---|--|
| 12 | State of Good Repair Grants | |
| 13 | Infrastructure Finance Programs | |
| 14 | Alcohol and Controlled Substances Testing | |
| 15 | Rail Safety Training and Oversight | |
| 16 | Demand Responsive Service | |
| 17 | Interest and Financing Costs | |
| 18 | Cybersecurity Certification for Rail Rolling Stock and Operations | |
| 19 | Tribal Transit Programs | |
| 20 | Emergency Relief Program | |

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Davis County Government

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Bob J. Stevenson, Chair
 Name Davis County Board of Commissioners Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Davis County Government

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Neal Geddes Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

ATTEST:

 Brian McKenzie
 Davis County Clerk

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Health - Environmental
Presenter: Brian Hatch, Director
Agenda Item: Approval of an Agreement with the Utah Department of Environmental Quality for Contracted Used Oil Services

Vendor/Customer Name:	Purchase Type:	Procurement Method:
UDEQ	N/A	N/A

Financial Information:

- Type: Receivable
- Amount: \$12,315.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2027

Additional Financial Terms:

- GL Account Number: 1530311-474305
- Davis County Match: No
- Additional Financial Information: N/A

Attachments:

1. Davis County HD for Contractor Sig FY27

2026-797

Submitted by: Elizabeth Carlisle, Accounting Manager
Requested meeting date: 8/11/2026



Contract # _____

STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This Contract is between the following agency of the State of Utah:
 Department Name: Environmental Quality Agency Code: 480 Division Name: Waste Management & Radiation Control, referred to as the State Entity, and the following Contractor:

Davis County Utah Health Department

 Name
61 South Main

 Address
Farmington UT 84025
 City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person: Brian L. Hatch Phone # 801-525-5161 Email: brianl@co.davis.ut.us
 Vendor # 17814E Commodity Code # 92535

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide: Contracted Used Oil Services as described in the attached documents.
3. **PROCUREMENT:** This Contract is entered into as a result of the Solicitation ☐ RQM# or ☐ RQS# _____, Solicitation# _____, Solicitation Type: _____.
4. **CONTRACT PERIOD:** Effective Date: 07/01/2026 Termination Date: 06/30/2027 unless terminated early or extended in accordance with the terms and conditions of this Contract. Renewal options (if any): _____.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$12,315.00 for costs authorized by this Contract. Prompt Payment Discount (if any): _____. Price Guarantee Period (if any): _____. Additional information regarding costs: _____.
6. **ATTACHMENT A:** State of Utah Intergovernmental Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work
ATTACHMENT C:
ATTACHMENT D:
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract.
 b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.
8. Each person signing this Contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal Contract binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.
 The parties sign and cause this Contract to be executed. This Contract is not fully executed until the State of Utah Approving Authorities have signed this Contract.

CONTRACTOR8/6/2026**STATE ENTITY**

Contractor's signature

Date

Agency's signature

Date

Brian Hatch, Director of Health
 Type or Print Name and Title

STATE OF UTAH APPROVING AUTHORITIES

Director, Division of Finance

Date

Carlee Christoffersen
 Agency Contact Person

385-499-0763
 Telephone Number

cchristoffersen@utah.gov
 Email

SIGNATURE PAGE

DAVIS COUNTY

By: _____ Date: _____
Bob J Stevenson, Chair
Davis County Board of County Commissioners

ATTEST:

Brian McKenzie
Davis County Clerk

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties,

as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED
19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public

document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Written Confidential Information shall be clearly marked as "confidential." If certain Confidential Information has not been reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to

writing a summary of the orally disclosed Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)

Attachment B
Davis County Health Department
CONTRACTED WORK
FY2027
July 1, 2026 to June 30, 2027

Reporting

An Annual Report on Contracted Expenditures and Performance/Activities (due July 15, 2027).

Contracted Funding Sources

TOTAL: \$12,315

**Contracted funding sources have restrictions and funding may solely be used for the purpose
appropriated.**

**Payments will be made after DEQ receives an invoice for services provided and reviews the
accompanying financial and activities report.**

Restricted

Used Oil: \$12,315

The current used oil program process is based on the pilot program run in collaboration with Southeast and Central Health Departments in 2025. In this pilot program, an online form was developed to log the gallons of used oil collected by a used oil collection center (UOCC). This form can be accessed through a QR-code and the data automatically populates a Google sheet that is accessible by both the Local Health Department (LHD) and DWMRC. LHDs no longer need to collect and submit the UOCC paper logs and DWMRC has immediate access to this data which facilitates a smoother reimbursement process.

In addition to the QR-code collection logs, DWMRC developed a digital inspection report to streamline the submission and retrieval of UOCC inspection reports, eliminating the requirement for LHDs to submit paper copies of their inspection reports. The new digital inspection form became available in September 2025, with paper copies submitted as necessary.

For questions, contact Gabrielle Marinick at gmarinick@utah.gov or 385-499-0172.

Waste Management and Radiation Control: Used Oil			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.	Inspect 100% of UOCCs every six months and submit an inspection report with corresponding documentation (e.g., photos documenting compliance issues). - Document inspections on UOCC Inspection Form (paper or digital) provided by DWMRC: - Ensure all UOCC inspection forms are complete. Use “N/A” if not applicable. - Annotate time spent to complete the inspection and travel time. - Add comments, suggestions, or issues in the comment section. - As applicable, attach photo(s) to each UOCC inspection form to document conditions, noncompliance, and corrective actions implemented.	Use the most current list of UOCCs on DWMRC’s website. The goal percent of total UOCCs inspected is 100%. Complete UOCC inspection reports that include: ● Inspection checklists. ● Labeled photographs of each UOCC tank storage area with compliance issues. Documentation of any compliance issues and corrective actions are annotated in the comment section of the UOCC inspection form. All UOCC log sheets are available to DWMRC electronically.	Semi-annually with the UOCC inspection reports submit to DWMRC: ● No later than January 31 (for July – December activity). ● No later than July 15 (for January – June activity).

Waste Management and Radiation Control: Used Oil			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.	Ensure used oil incidents (e.g., spills and complaints) and allegations are addressed in a timely and appropriate manner. Contact DWMRC/DEQ for any assistance needed. • Submit a written description of the incident, including follow-up procedures and resolutions. • For incidents that are resolved promptly, documentation should be submitted as soon as possible (e.g., within a couple of days). • For incidents that require follow-up, documentation should be submitted periodically until the incident is resolved.	The number of used oil incidents and allegations addressed.	Annually, in conjunction with the End of Year Report.
Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.	Perform public outreach promoting used oil recycling to groups such as the Chamber of Commerce, high school automotive shops, fairs, official boards, and other relevant organizations.	Type of used oil public outreach performed and estimated reach.	Annually, in conjunction with the End of Year Report.
	Used oil staff review or participate in applicable training as available through DWMRC.	Brief description of training received.	Annually, in conjunction with the End of Year Report.

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Public Works
Presenter: Adam Wright, Director
Agenda Item: Approval of an Agreement with Interstate Companies for Pavement Striping Services

Vendor/Customer Name:	Purchase Type:	Procurement Method:
Interstate Companies	One-time	Quotes (This is for the 3 quote procurement method)

Financial Information:

- Type: Payable
- Amount: \$26,357.70

Terms:

- Beginning Date: 08/11/2026
- Ending Date: 12/31/2026

Additional Financial Terms:

- GL Account Number: 2140430-555410
- Davis County Match: N/A
- Additional Financial Information: N/A

Attachments:

1. signed Davis County 2026 (1)

2026-775

Submitted by: Kori Moyer, Office Manager II
Requested meeting date: 8/11/2026

STANDARD SERVICE PROVIDER CONTRACT

This Standard Service Provider Contract (this "Contract") is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the "County"), and the following person or entity (the "Service Provider"):

The Service Provider:	Interstate Companies	Contact Phone:	801-546-0220
Contact Person:	Brandon Hardison	Contact Email:	brandon.hardison@interstatebarricades.com
Address:	858 North McCormick Way Layton, Utah 84041	Type of Service:	Pavement Striping

WHEREAS, the County desires to obtain the services of a competent service provider to provide the contractual services under this Contract.

WHEREAS, the Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

1. Scope of Services. The Service Provider shall:

- 1.1. Apply pavement striping and markings to various County roads in West Point, Layton and Antelope Island Causeway.
- 1.2. Provide the Service Provider Obligations for the payments set forth in Exhibit A; and
- 1.3. Complete the Service Provider's obligations under this Contract on or before October 1, 2026.

2. Effectiveness; Date; Termination. This Contract will become effective when all parties have signed it. The date of this Contract will be the date this Contract is signed by the last party to sign it (as indicated by the date associated with that party's signature).

3. Early Termination.

- 3.1. The County may terminate this Contract if annual appropriations, as part of the County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that the County's notice is effective under Section 8 of this Contract.
- 3.2. The County may terminate this Contract due to its dissatisfaction, determined solely in the County's discretion, with the Service Provider's services, which termination will be effective at midnight on the fifth day after the County's notice is effective under Section 8 of this Contract.
- 3.3. The County may terminate this Contract for any reason, which termination will be effective at midnight on the 30th day after the County's notice is effective under Section 8 of this Contract.
- 3.4. The County may terminate this Contract, which termination will be effective at the time the County's notice is effective under Section 8, if:
 - 3.4.1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this Contract, or the policies of the County; and
 - 3.4.2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, the County, or otherwise.
- 3.5. Either party may terminate this Contract after a material breach of this Contract by the other party, which termination will be effective after the notice is effective under Section 8 of this Contract.
- 3.6. Either party may terminate this Contract if otherwise permitted by the terms of this Contract or if permitted by law or in equity, which termination will be effective after the notice is effective under Section 8 of this Contract, unless otherwise provided by the specific provision of this Contract, law, or in equity.

4. Compensation.

- 4.1. The County shall pay the Service Provider a sum not to exceed \$26,357.70, upon the Service Provider's completion of its obligations under this Contract.
- 4.2. The County shall pay the Service Provider for the obligations that it completes under this Contract through the date of early termination, if this Contract is terminated early.
- 4.3. The County shall pay the Service Provider within 30 days after either Subsection 4.1 of this Contract or Subsection 4.2 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- 4.4. The Service Provider shall disclose its tax identification or Social Security number to the County before a payment will be made by the County to the Service Provider.
- 4.5. The Service Provider shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by the County to the Service Provider under this Contract.

- 4.6. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, utilities or otherwise to, or at the request of, the Service Provider and relating to this Contract.
- 4.7. The County may withhold payments from the Service Provider to protect the County from loss relating to:
 - 4.7.1. Defective services not timely remedied;
 - 4.7.2. Liens or claims filed or reasonable evidence of probable filing;
 - 4.7.3. The Service Provider's failure to promptly pay subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, utilities or otherwise to, or at the request of, the Service Provider and relating to this Contract;
 - 4.7.4. Damage to the County or another person, entity, or otherwise; or
 - 4.7.5. The Service Provider's failure to timely perform or to perform at all under this Contract.

5. Warranties.

- 5.1. The Service Provider warrants to the County that:
 - 5.1.1. All materials and equipment furnished under this Contract shall be:
 - 5.1.1.1. New, or if not new, then in good working order;
 - 5.1.1.2. Under manufacturer's warranty;
 - 5.1.1.3. Of reasonable quality; and
 - 5.1.1.4. Free from faults and defects; and
 - 5.1.2. All services performed under this Contract shall:
 - 5.1.2.1. Be of reasonable quality;
 - 5.1.2.2. Conform with reasonable industry standards; and
 - 5.1.2.3. Conform to codes, regulations, and laws.
- 5.2. The Service Provider shall correct or replace any materials or equipment that do not satisfy Subsection 5.1.1 of this Contract within 30 days after the County's notice is effective under Section 8 of this Contract.
- 5.3. The Service Provider shall correct any services performed that do not satisfy Subsection 5.1.2 of this Contract within 30 days after the County's notice is effective under Section 8 of this Contract.
- 5.4. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3 of the Utah Code, apply to this Contract, unless otherwise set forth in this Contract.
- 5.5. The Service Provider shall assign and deliver to the County all manufacturers' warranties relating to the materials and equipment furnished under this Contract as soon as reasonably possible, but in no event later than 10 days after this Contract terminates.

The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

6. Insurance. The Service Provider shall obtain and maintain the following types of insurance:

- 6.1. A valid occurrence form commercial general liability insurance policy, which covers contractual liability, with minimum limits as follows:
 - 6.1.1. Each occurrence - \$1,000,000.00;
 - 6.1.2. Damages to rented premises - \$100,000.00;
 - 6.1.3. Medical expense (Any one person) - \$5,000.00;
 - 6.1.4. Personal and advertising injury - \$1,000,000.00;
 - 6.1.5. General aggregate - \$2,000,000.00; and
 - 6.1.6. Products and completed operations aggregate - \$2,000,000.00;
- 6.2. A valid automobile liability insurance policy with a combined single minimum limit of \$1,000,000.00; and
- 6.3. A valid workers compensation and employers' liability insurance policy with minimum limits as required by Utah law (If any proprietor, partner, executive, officer, member, or other person is excluded from the workers compensation and employers' liability insurance policy, then the Service Provider shall provide the County with the applicable state issued waiver).

The County may request the Service Provider to provide the County with certificates of insurance or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide the County with the requested Certificates/Records within three business days of the County's request, then the County may immediately terminate this Contract. If the Service Provider

fails to have one or more of the insurances required by this Contract, then the County may immediately terminate this Contract. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

- 7. Indemnification; Hold Harmless.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.
- 8. Notices.** All notices under this Contract must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the parties at their respective addresses set forth below (or to such other address that may be designated by a party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>The County</u>		<u>The Service Provider</u>
Davis County Attn: Purchasing Manager PO Box 618 Farmington, UT 84025	<u>With a copy to:</u> Davis County Attn: Attorney's Office, Civil Division PO Box 618 Farmington, UT 84025	Interstate Companies Attn: Tom Shafer 858 North McCormick Way Layton, UT 84041

- 9. Independent Contractor.** The Service Provider shall perform this Contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of the County. The Service Provider further acknowledges that neither the Service Provider nor its representatives have any right to or will be provided with any of the County's benefits.
- 10. Protecting Personal Identifying Information.** The Service Provider acknowledges that it is subject to, and the Service Provider agrees to comply with, the requirements of Utah's Government Data Privacy Act (the "GDPA") to the same extent as required of the County with regard to any "personal data," as defined in the GDPA ("Personal Data"), obtained, accessed, or "processed," as defined in the GDPA ("Processed"), by the Service Provider, including the Service Provider's employees, agents, and subcontractors, as part of the Service Provider's duties under this Contract. This acknowledgement and agreement by the Service Provider in this section includes, but is not limited to, the Service Provider:
- 10.1. Obtaining, accessing, and "processing," as defined in the GDPA, only the minimum amount of Personal Data reasonably necessary for the Service Provider, including the Service Provider's employees, agents, and subcontractors, to perform its obligations under this Contract;
 - 10.2. Not selling Personal Data obtained, accessed, or Processed under this Contract unless expressly required by law; and
 - 10.3. Not sharing Personal Data obtained, accessed, or Processed under this Contract unless permitted by law.
- 11. Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Contract, any attachments to this Contract, and any other documents referenced in this Contract or incorporated into this Contract by reference: 1) this Contract; 2) any attachments to this Contract; and 3) any other documents referenced in this Contract or incorporated into this Contract by reference.
- 12. Assignment Restricted.** This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.
- 13. Waiver.** A right, remedy, power, privilege or otherwise under this Contract is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
- 14. Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all

prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.

- 15. Amendment.** This Contract may only be amended by a written instrument that is signed by authorized representatives of the parties. Any purported amendment of this Contract that is in violation of this section is void.
- 16. Governing Law; Exclusive Jurisdiction.** This Contract is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Contract, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 17. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 18. Counterparts; Digital Signatures; Electronically Transmitted Signatures.** If the parties sign this Contract in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one contract. If one or more of the parties digitally sign this Contract or if one or more of the parties electronically transmit this Contract with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

Each party is signing this Contract on the date below the party's signature.

DAVIS COUNTY By: _____ Bob J Stevenson, Chair Davis County Board of County Commissioners Date: _____ ATTEST: _____ Brian McKenzie Davis County Clerk Date: _____	INTERSTATE COMPANIES By: <u>Brandon Hardison</u> 8/3/2026 9:30am Print Name: <u>Brandon Hardison</u> Title: <u>General Manager</u> Date: <u>8/3/2026</u>



An **InfraStripe** Company

858 North McCormick Way
Layton, Utah 84041
Phone Number: 801-546-0220

Estimator: Tom Shafer
801-430-2521
tom.shafer@interstatebarricades.com

To: Davis County Public Works
Address: 1500 East 650 North
Fruit Heights, UT 84037

Project: Davis County Road Striping 2026

Attn: Adam Wright
Phone: (801) 444-2230
Email: awright@co.davis.ut.us
Date: 05/29/2026
Estimate#: 26-184

Client #	Description	Quantity	Unit	Unit Price	Item Total
- 4500 W -					
Mainline Paint					
1	4" Pavement Marking Paint - White	2,625.000	LF	\$ 0.16	\$ 420.00
2	4" Pavement Marking Paint - Yellow	745.000	LF	\$ 0.16	\$ 119.20
Message Paint					
3	Pavement Message Paint - "STOP"	1.000	EA	\$ 112.00	\$ 112.00
4	Pavement Message Paint - 12" Line	16.000	LF	\$ 3.05	\$ 48.80
Subtotal:					\$ 700.00
- 2425 W -					
Mainline Paint					
5	4" Pavement Marking Paint - Yellow	3,770.000	LF	\$ 0.16	\$ 603.20
Message Paint					
6	Pavement Message Paint - "STOP"	1.000	EA	\$ 112.00	\$ 112.00
7	Pavement Message Paint - 12" Line	98.000	LF	\$ 3.05	\$ 298.90
Subtotal:					\$1,014.10
- Antelope Island Causeway -					
Mainline Paint					
8	4" Pavement Marking Paint - White	76,985.000	LF	\$ 0.16	\$12,317.60
9	4" Pavement Marking Paint - Yellow	31,745.000	LF	\$ 0.16	\$5,079.20
Message Paint					
10	Pavement Message Paint - Bike	15.000	EA	\$ 28.00	\$ 420.00
11	Pavement Message Paint - Bike Arrow	15.000	EA	\$ 28.00	\$ 420.00
12	Pavement Message Paint - Yield Triangle	4.000	EA	\$ 24.50	\$ 98.00
13	Pavement Message Paint - "STOP"	1.000	EA	\$ 112.00	\$ 112.00
14	Pavement Message Paint - 12" Line	26.000	LF	\$ 3.05	\$ 79.30
Subtotal					\$18,526.10
- Fort Lane -					
Mainline Paint					
15	4" Pavement Marking Paint - Yellow	3,585.000	LF	\$ 0.16	\$ 573.60
Message Paint					
16	Pavement Message Paint - 12" Line	22.000	LF	\$ 3.05	\$ 67.10

Subtotal					\$ 640.70
~ Legacy Frontage Rd ~					
Mainline Paint					
17	4" Pavement Marking Paint - White	17,150.000	LF	\$ 0.16	\$2,744.00
18	4" Pavement Marking Paint - Yellow	17,080.000	LF	\$ 0.16	\$2,732.80
Subtotal					\$5,476.80
Grand Total:					\$26,357.70

THIS QUOTE, INCLUDING ALL THE FOOTNOTES, IS TO BE ACCEPTED AS PART OF AND INCLUDED IN THE CONTRACT.

Notes:

- Mainline striping is bid using a city or county spec for waterborne paint and is applied at approx. 300 LF/Gallon.
- Mainline paint unit pricing is per application. Additional applications will be billed accordingly.
- Messages and 12" to 24" lines are bid using a city or county spec for waterborne paint.
- Message paint unit pricing is per application. Additional applications will be billed accordingly.
- Pavement marking paint is not considered a durable product by the manufacturer, therefore no warranty is included.
- Quoted prices are good for 30 calendar days. A LOI, signed quote, or contract will be required to lock in pricing.
- If our work is not completed in the calendar year in which it was quoted a minimum price escalation of 5% per year may be necessary.
- To ensure availability we request at least three weeks notice for scheduling. If quote contains tape, epoxy, MMA, or large quantities of thermoplastic we request at least 4 weeks to ensure delivery of materials.
- Billing will be based on field measurements not estimated quantities.
- Interstate Companies is bondable. The current bond rate is 1% and is NOT included in this pricing.
- EXCLUSIONS: Unless specifically quoted above temporary striping, grooved-in markings, removal of existing markings, documentation of existing markings, layout of new markings, signs, permits, public notification, curing compound removal, fog coat application or repair, retro reflectivity or life testing, traffic control plans, pilot car, flagging, light plants, lead compliance plan, surface prep, sweeping, disposal, testing, storage of materials, 'No Parking' signs, and towing of vehicles are not included in unit pricing and are the responsibility of the owner.

Payment Terms: *Payment for all work performed is due 30 days from the completion date.*

Accepted and Signed by: _____

Date: _____

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Public Works
Presenter: Adam Wright, Director
Agenda Item: Approval of an Agreement with Bowen Construction Co., Inc. for Cast-in-place (CIP) Concrete Box Culvert Sections Along Ongoing Deuel Creek Project

Vendor/Customer Name:	Purchase Type:	Procurement Method:
Bowen Construction Co., Inc.	One-time	Quotes (This is for the 3 quote procurement method)

Financial Information:

- Type: Payable
- Amount: \$145,400.00

Terms:

- Beginning Date: 08/11/2026
- Ending Date: 12/31/2026

Additional Financial Terms:

- GL Account Number: 2440410-670756
- Davis County Match: N/A
- Additional Financial Information:

Attachments:

1. 21-105_Deuel Creek Channel_Final Plan Set_Rev1_8-1-25
2. Exhibit A-BOWEN (2)
3. form-(2026-07-09)---standard-service-provider-contract-(sspc)BOWEN
4. FOR REVIEW ONLY-Bridge Works_Deuel Creek Channel_Proposal
5. FOR REVIEW ONLY-Davis Co Box Culvert 7-23-26 (1)

2026-781

Submitted by: Kori Moyer, Office Manager II
Requested meeting date: 8/11/2026

DAVIS COUNTY PUBLIC WORKS

**DAVIS COUNTY / CENTERVILLE CITY
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST**



10+30.00
END CONSTRUCTION
21-105

1	JPN	7/2025	ADDED ELEVATIONS
NO	BY	DATE	REMARKS
REVISIONS			

SHEET INDEX			
SHEET NO	SHEET TYPE	SHEET TITLE	
1	-	COVER & INDEX	
2	1-A	NOTES & CONTACTS	
3	1-B	LEGEND & ABBREVIATIONS	
4-8	DR-01 TO DR-05	CULVERT PLAN & PROFILE	
9-10	DT-01 TO DT-02	BOX CULVERT DETAILS	
11-14	STRUC-01 TO STRUC-04	C-I-P BOX CULVERT	
 ESI ENGINEERING CIVIL::STRUCTURAL::LAND SURVEYING 4141 WEST 2100 SOUTH, SUITE 100 WEST VALLEY CITY, UTAH 84120 TEL: (801) 263-1752			
DESIGN	GTK	02/2024	
CHECK	KLC	02/2024	
DRAWN	JPN	02/2024	
CHECK	KLC	02/2024	
QUANT.	GTK	02/2024	
APPROVAL RECOMM.			
DATE	PROJ. DESIGN ENGINEER		
APPROVED			
DATE	PUBLIC WORKS DIRECTOR		
PROJECT NUMBER			OF
21-105			SHEET NO. 1 of 14

GENERAL

1.

ALL CONSTRUCTION SHALL COMPLY WITH THE STANDARD DRAWINGS & SPECIFICATIONS OF CENTERVILLE CITY UNLESS OTHERWISE NOTED.
2.

EXISTING UTILITY LOCATIONS SHOWN MAY NOT BE EXACT & ALL UTILITIES MAY NOT BE SHOWN. CONTACT BLUE STAKES, SEWER DISTRICT & IRRIGATION COMPANY PRIOR TO EXCAVATION.
3.

THE CONTRACTOR(S) SHALL HAVE ON SITE AT ALL TIMES AT LEAST ONE COPY OF THE SIGNED APPROVED PLANS & SPECIFICATIONS, AS WELL AS ALL PERMITS AS REQUIRED TO PERFORM THE WORK.
4.

THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR PREPARING A TRAFFIC CONTROL PLAN & PROVIDING ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED FOR CONSTRUCTION, INCLUDING FLAGGING. TRAFFIC CONTROL PLAN SHALL BE REVIEWED & ACCEPTED BY CENTERVILLE CITY. ALL TRAFFIC SHALL CONFORM TO THE MOST RECENT VERSION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES & CENTERVILLE CITY STANDARDS.
5.

THE CONTRACTOR(S) MUST OBTAIN A PERMIT FROM THE BUILDING DEPARTMENT FOR CENTERVILLE CITY.
6.

BUILDING PERMIT SHALL BE REQUIRED FROM THE BUILDING OFFICIAL. NO FEE SHALL BE ASSESSED.
7.

CONSTRUCTION STAKING TO BE PROVIDED BY THE CITY.
8.

UTILITY TRENCHES ARE TO BE SLOPED OR BRACED & SHEETED AS PER STATE & FEDERAL REQUIREMENTS FOR SAFETY & PROTECTION OF WORKERS & OTHER UTILITIES. THE CONTRACTOR(S) IS RESPONSIBLE FOR ALL PROJECT SAFETY, INCLUDING BUT NOT LIMITED TO: EXCAVATION & SHORING, TRAFFIC CONTROL & SECURITY.
9.

THE CONTRACTOR(S) IS RESPONSIBLE TO COORDINATE & COOPERATE WITH ALL UTILITY COMPANIES WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION TO ENSURE THAT WORK IS ACCOMPLISHED IN A TIMELY MANNER & WITH MINIMUM DISRUPTION OF SERVICE.
10.

THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR RECORD DRAWING INFORMATION & SUBMIT TO THE ENGINEER PRIOR TO FINAL PAYMENT.
11.

CONTRACTOR(S) SHALL PROTECT & NOT DISTURB PROPERTY ADJACENT TO PROJECT I.E. FENCES, LANDSCAPING, MAIL BOXES, ETC. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY BY CONTRACTORS SHALL BE RESTORED TO EQUAL CONDITION AT CONTRACTORS' EXPENSES.
12.

EXISTING DRAINS FROM ADJACENT PROPERTIES ARE TO BE MAINTAINED AND PROTECTED.
13.

THE CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS, BOTH ABOVE & BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING & GRUBBING WHICH CONSISTS OF CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCES, STRUCTURES, DEBRIS, RUBBISH, & SUCH MATERIAL, WHICH IN THE OPINION OF THE ENGINEER, IS UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS OR CONCRETE. ALL MATERIAL NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE.
14.

ALL MATERIALS TO BE REMOVED SHALL BE HAULED AWAY & DISPOSED OF IN A SAFE & LEGAL MANNER BY THE CONTRACTOR(S).
15.

CONTRACTOR(S) IS RESPONSIBLE FOR DEWATERING & DIVERSION OF GROUND WATER AS NECESSARY TO COMPLETE WORK.
16.

THE CONTRACTOR(S) SHALL EXAMINE THE DRAWINGS & SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
17.

THE CONTRACTOR(S) SHALL VERIFY & BE RESPONSIBLE FOR ALL DIMENSIONS & CONDITIONS AT THE SITE & SHALL NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE ACTUAL CONDITIONS & INFORMATION SHOWN ON THE DRAWINGS BEFORE PROCEEDING WITH THE WORK.
18.

PROPERTY IMPACTED BY PROJECT SHALL BE RESTORED TO EQUAL CONDITION, MATCHING EXISTING MATERIALS. REPLACING SPRINKLERS, DECORATIVE CURBING, ETC.
19.

NEW UTILITY ALIGNMENTS SHALL BE ESTABLISHED IN THE FIELD ACCORDING TO POTHOLE FINDINGS OF EX. UTILITY LINES. ENGINEER TO VERIFY NEW UTILITY ALIGNMENT, PRIOR TO MILLING OR SAW-CUTTING OF ASPHALT.

EROSION CONTROL

1.

EROSION CONTROL GRAPHICS ARE SCHEMATIC & DO NOT REFLECT EXACT PLACEMENT. ACTUAL PLACEMENT WILL BE DETERMINED IN FIELD.
2.

EROSION CONTROL DETAILS PROVIDED ARE FOR REFERENCE ONLY & ARE SUPERSEDED BY THE BMP'S OF CENTERVILLE CITY.
3.

ALL EROSION & SEDIMENTATION CONTROL BMP'S SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE LATEST VERSION OF CENTERVILLE CITY SWPP GUIDELINES.

EROSION CONTROL

4.

FIELD MARK LIMITS OF DISTURBANCE FOR ACCEPTANCE BY CENTERVILLE CITY & OBTAIN APPROPRIATE STORM WATER MANAGEMENT PERMIT.
5.

INSTALL SEDIMENT CONTROL MEASURES INDICATED IN ALL EXISTING STORM DRAIN INLETS ADJACENT TO THE CONSTRUCTION SITE.
6.

AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WILL BE STABILIZED WITH NATIVE GRASS MATERIAL OUTSIDE THE STREET RIGHT OF WAY & PAVEMENT AREAS OF PARKING & DRIVEWAY AREAS. SITE STABILIZATION OF AREAS DISTURBED BY CONSTRUCTION ACTIVITIES TO BE COMPLETED WITHIN 14 DAYS OF FINISHING AN AREA TO THE FINAL LINES & GRADES INDICATED ON THE GRADING PLAN.
7.

LANDSCAPE ESTABLISHMENT, REMOVE TEMPORARY MEASURES & CLEAN STORM DRAIN SYSTEM PRIOR TO RELEASING SYSTEM TO PROJECT OWNER.
8.

THE BMP'S & SITE WILL BE MONITORED REGULARLY, & ADDITIONAL BMP'S THAT ARE NEEDED WILL BE DETERMINED DURING REGULAR FIELD REVIEWS & INSTALLED ACCORDING TO SPECIFICATIONS.
9.

CONTRACTOR(S) TO UTILIZE STABILIZED CONSTRUCTION ENTRANCE FOR VEHICLE TIRE WASH, AS NECESSARY.
10.

SWEEP STREETS AS NEEDED OR AS DIRECTED.
11.

IT IS NOT INTENDED FOR THE SITE TO RECEIVE ANY ONCOMING FLOW FROM OUTSIDE SOURCES NOT CONTAINED IN EXISTING FLOW STRUCTURES.
12.

CONTRACTOR(S) SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST & AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR(S) SHALL ALSO PROVIDE SUITABLE MUD & DIRT CONTAINMENT TO MAINTAIN WORK SITE, ACCESS ROADWAYS, & ADJACENT PROPERTIES. A WATER TRUCK WILL BE MAINTAINED AS NEEDED FOR DUST CONTROL PURPOSES.

GRADING & DRAINAGE NOTES

1.

THE GRADING & DRAINAGE PLANS DO NOT IDENTIFY THE CONSTRUCTION METHODS, EQUIPMENT, PROCEDURES, AND/OR SEQUENCING TO BE EMPLOYED BY THE CONTRACTOR(S). ALL GRADING OPERATIONS INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SCARIFICATION, EXCAVATION, OVER-EXCAVATION, PLACEMENT OF FILLS & COMPACTION OF FILLS, SHALL BE PREFORMED BY THE CONTRACTOR(S) IN CONFORMANCE WITH THE PROJECT SPECIFICATIONS & STANDARDS SECTION ON THIS SHEET.
2.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR(S) TO NOTIFY THE ENGINEER & CENTERVILLE CITY IMMEDIATELY IF THERE ARE ANY CONFLICTS BETWEEN THE REQUIREMENTS OF THE GRADING & DRAINAGE PLANS & ANY FIELD OBSERVATIONS.
3.

THE CONTRACTOR(S) SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE & FUNCTIONAL.
4.

PRIOR TO CONSTRUCTION, AN EROSION & SEDIMENT CONTROL PLAN WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL.
5.

BACKFILL & GRADE AROUND PERIMETER OF NEW BUILDING WITHIN 10'.

UTILITY NOTES

WATER

1.

RAISE ALL UTILITIES, SUCH AS MANHOLES, METER SETTERS, FIRE HYDRANTS, WATER VALVE LIDS, ETC. TO ROADWAY OR PROJECT FINISHED GRADE AS MAY BE APPLICABLE.
2.

ALL BACK FLOW ASSEMBLY INSTALLATION & TESTING SHALL COMPLY WITH THE BACK FLOW REQUIREMENTS OF THE JURISDICTIONAL ENTITY.
3.

12 GAUGE COPPER LOCATE WIRE SHALL BE TAPED TO ALL WATER LINES FOR LOCATION PURPOSES. THE WIRE SHALL BE BROUGHT UP AT EACH VALVE BOX AND HYDRANT.
4.

ALL REMOVED EXISTING WATER UTILITIES SHALL EITHER BE SALVAGED OR PROPERLY DISPOSED OF ACCORDING TO GOVERNING REGULATIONS.

PROJECT SPECIFICATIONS & STANDARDS

1.

CENTERVILLE CITY STANDARDS & SPECIFICATIONS LATEST EDITION
2.

UTAH DIVISION OF WATER QUALITY(DWQ) UAC R317-2
3.

SOUTH DAVIS SEWER DISTRICT DESIGN & CONSTRUCTION STANDARDS LATEST EDITION
4.

APWA STANDARDS & SPECIFICATIONS LATEST EDITION

UTILITY NOTES

POWER

1.

CONTRACTOR(S) TO FOLLOW BLUE STAKES PROTOCOLS.
2.

ALL POWER CONNECTIONS & DESIGN SHALL BE PERFORMED BY LOCAL ENERGY SERVICES. SEE UTILITY CONTACTS SECTION ON THIS SHEET FOR MORE INFORMATION.
3.

ANY WORK BEING PERFORMED AT THE REQUEST OF THE LOCAL ENERGY SERVICES SHALL BE PREFORMED TO THE REQUIREMENTS & SPECIFICATIONS OF SAID ENERGY SERVICE.
4.

ANY ELECTRICAL DESIGN WORK REQUIRED SHALL BE PERFORMED BY A LICENSED ELECTRICAL ENGINEER UNLESS OTHERWISE CONVEYED AS NOT REQUIRED BY THE LOCAL ENERGY SERVICES.
5.

ACCESS TO EXISTING ELECTRICAL EQUIPMENT MUST BE MAINTAINED THROUGHOUT THE PROJECT.
6.

CONTACT LOCAL ENERGY SERVICES FOR ANY REQUIRED CHANGES OR CONFLICTS WITH EXISTING ELECTRICAL INFRASTRUCTURE.
7.

CHANGES MADE TO EXISTING INFRASTRUCTURE WILL BE DONE TO THE LOCAL ENERGY SERVICES STANDARDS & COMPLETED BY A PRE-QUALIFIED CONTRACTOR(S) OR ENERGY SERVICES.

SEWER

1.

ALL NEW SEWER SYSTEMS WILL BE MANDREL & AIR TESTED.
2.

SEWER LENGTH & SLOPES ON THE PROFILE VIEWS ARE MEASURED FROM INVERT-INVERT OF MANHOLES.
3.

ALL REMOVED EXISTING SEWER UTILITIES SHALL EITHER BE SALVAGED OR PROPERLY DISPOSED OF ACCORDING TO GOVERNING REGULATIONS.

UTILITY CONTACTS

PUBLIC WORKS CENTERVILLE CITY 655 N 1250 W CENTERVILLE, UT 84014 (801) 292-8232 MIKE CARLSON	WATER CENTERVILLE CITY WATER DEPARTMENT 655 N 1250 W CENTERVILLE, UT 84014 (801) 292-8232 DAVE WALKER	STORM CENTERVILLE CITY DRAINAGE UTILITY DIVISION 655 N 1250 W CENTERVILLE, UT 84014 (801) 292-8232 CAMERON WOODBURY
SEWER SOUTH DAVIS SEWER DISTRICT 1800 W 1200 N WEST BOUNTIFUL, UT 84087 (801) 232-7017 MATT MEYERS	POWER ROCKY MOUNTAIN POWER 1407 W NORTH TEMPLE ST SALT LAKE CITY, UT 84116 (800)469-3981	NATURAL GAS DOMINION ENERGY 1140 W 200 S SALT LAKE CITY, UT 84145-0360 (800) 323-5517
IRRIGATION CENTERVILLE DEUEL CREEK IRRIGATION COMPANY 15 E CENTER STREET CENTERVILLE, UT 84014 (801)298-3675 ROBERT BYRNES	IRRIGATION WEBER BASIN CONSERVANCY DISTRICT 2837 UT-193, LAYTON, UT 84040 (801)771-1677 SAM SORENSEN	INTERNET UTOPIA FIBER 5858 SOUTH 900 EAST MURRAY, UT 84121 (801) 901-8634 WU XIAOTONG
COMMUNICATION CENTURY LINK (801) 685-2105 MATT IVESTER		

CAUTION: NOTICE TO CONTRACTOR(S)

THE CONTRACTOR(S) IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES & WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR(S) MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR(S) TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. IF A CONFLICT IS IDENTIFIED, THE ENGINEER OF RECORD SHOULD BE CONTACTED IMMEDIATELY, PRIOR TO ANY FURTHER WORK BEING DONE RELATED TO THE ISSUE.



REVISION	DATE	BY	DESCRIPTION	DESIGN	NOTES & CONTACTS	DAVIS COUNTY PUBLIC WORKS DEUEL CREEK CHANNEL IMPROVEMENTS 400 SOUTH - 700 WEST TO 400 WEST	 ESI ENGINEERING CIVIL::STRUCTURAL::LAND SURVEY 4141 WEST 2100 SOUTH, SUITE 100 WEST VALLEY, UTAH 84120 TEL: (801) 263-1752	SHEET NO. <u>2</u>
1	07/2025	JPN	ADDED ELEVATIONS	DRAWN KTK				SHEET TYP. <u>1-A</u>
				CHECKED KTK				PROJ. NO. <u>21-105</u>
				DATE 02/2024				

UTILITIES

SURFACE FEATURES

ABBREVIATIONS

EXISTING		PROPOSED
	SANITARY SEWER	
	STORM DRAIN	
	CULINARY WATER	
	IRRIGATION WATER	
	GAS	
	ELECTRICAL BELOW	
	ELECTRICAL OVERHEAD	
	INTERNET	
	COMMUNICATIONS BELOW	
	COMMUNICATIONS OVERHEAD	

EXISTING/PROPOSED	
	WOOD FENCE
	CHAINLINK/WIRE FENCE
	INTERMEDIATE CONTOUR
	MAJOR CONTOUR
	BREAKLINE
	CURB & GUTTER
	TOP OF DITCH
	FLOW LINE
	CONCRETE

°	DEGREES
'	MINUTES, FEET
"	SECONDS, INCHES
ADA	AMERICAN DISABILITIES ACT
ARCH	ARCHITECT, ARCHITECTURAL
BH	BORE HOLE
BLDG	BUILDING POINT
BM	BENCHMARK
BOB	BOTTOM OF BANK
BOW	BOTTOM OF WALL
BOX/CULV	BOX CULVERT
BS	BLUE STAKE
BW	BROKEN WHITE STRIPE
CB	CATCH BASIN
CG	CURB AND GUTTER
CL	CENTERLINE
CMF	CORRUGATED METAL PIPE
CO	CLEANOUT
COB	CLEANOUT BOX
COMBO	COMBINATION (BOX)
CONC	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
CW	CURB WALL
DA	DRIVE APPROACH
DIA	DIAMETER
DRIVE	DRIVEWAY
DW	DOUBLE WHITE STRIP
DY	DOUBLE YELLOW STRIPE
E	ELECTRICITY, ELECTRICAL
EB	ELECTRICAL BOX
EBL	EAST BOUND LANE
ECB	ELECTRIC CONTROL BOX
EG	EXISTING GRADE
ELEC	ELECTRICAL
EOA	EDGE OF ASPHALT
EOB	EDGE OF BRUSH
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRASS
EOGR	EDGE OF GRAVEL
EOL	EDGE OF LANE
EDW	EDGE OF WALK
EX	EXISTING
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FNC	FENCE
FT	FEET
GAS	GAS, NATURAL GAS
GB	GRADE BREAK
GR	GUARD RAIL
GV	GAS VALVE
HDPE	HIGH-DENSITY POLYETHYLENE PIPE
H2O	WATER
INV.	INVERT
IR	IRRIGATION
IRRBX	IRRIGATION (SPRINKLER) BOX
IRVLV	IRRIGATION VALVE
L	LENGTH
LIP	LIP OF GUTTER
LF	LINEAR FEET
LP	LIGHT POLE
MH	MANHOLE
MHGAS	NATURAL GAS MANHOLE
MHSD	STORM DRAIN MANHOLE
MHSS	SANITARY SEWER MANHOLE
MHTELE	TELEPHONE MANHOLE
MHWTR	WATER MANHOLE
MON	MONUMENT
NBL	NORTHBOUND LANE
NG	NATURAL GROUND
NOTE	NOTE TO FOLLOW (ATTRIBUTE)
PC	CONTROL CODE: STARTS A TANGENTIAL CURVE
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PP	POWER POLE
POC	POINT OF CONNECTION
PROP	PROPERTY
PT	CONTROL CODE: ENDS A TANGENTIAL CURVE
R	RADIUS
RAMP	FREEWAY ON/OFF RAMP
RC	REBAR & CAP
RCP	REINFORCED CONCRETE PIPE
RMP	ROCKY MOUNTAIN POWER
ROW	RIGHT OF WAY
RW	RETAINING WALL
RWM	RIGHT OF WAY MARKER
SD	STORM DRAIN
SEC	SECTION
SF	SQUARE FEET
SPEC	SPECIFICATION
SPECS	SPECIFICATIONS
SS	SANITARY SEWER
STD	STANDARD
SW	SOLID WHITE STRIPE
SY	SOLID YELLOW STRIPE
TBC	TOP BACK OF CURB
TBS	TOP BACK OF SIDEWALK
TBW	TOP BACK OF WATER WAY
TELE	TELEPHONE
TFS	TOP FRONT OF SIDEWALK
TL	TRAVEL LANE
TOA	TOP OF ASPHALT
TOB	TOP OF BANK
TOC	TOP OF CONCRETE
TOE	BREAKLINE
TOR	TOP OF RAIL
TOW	TOP OF WALL
TYP	(TYPICAL) REPRESENTATIVE OF ALL SIMILARLY NOTED ITEMS
UTIL	UTILITY
UP	UTILITY POLE
W	WATER
WALK	SIDEWALK
WG	WALK & GUTTER (CONCRETE POURED AS ONE UNIT)
WM	WATER METER
WV	WATER VALVE
WWF	WELDED WIRE FABRIC

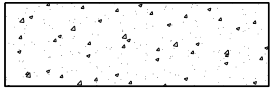
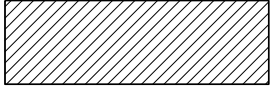
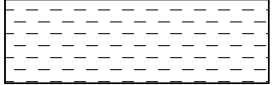
ROW

STANDARD SYMBOLS

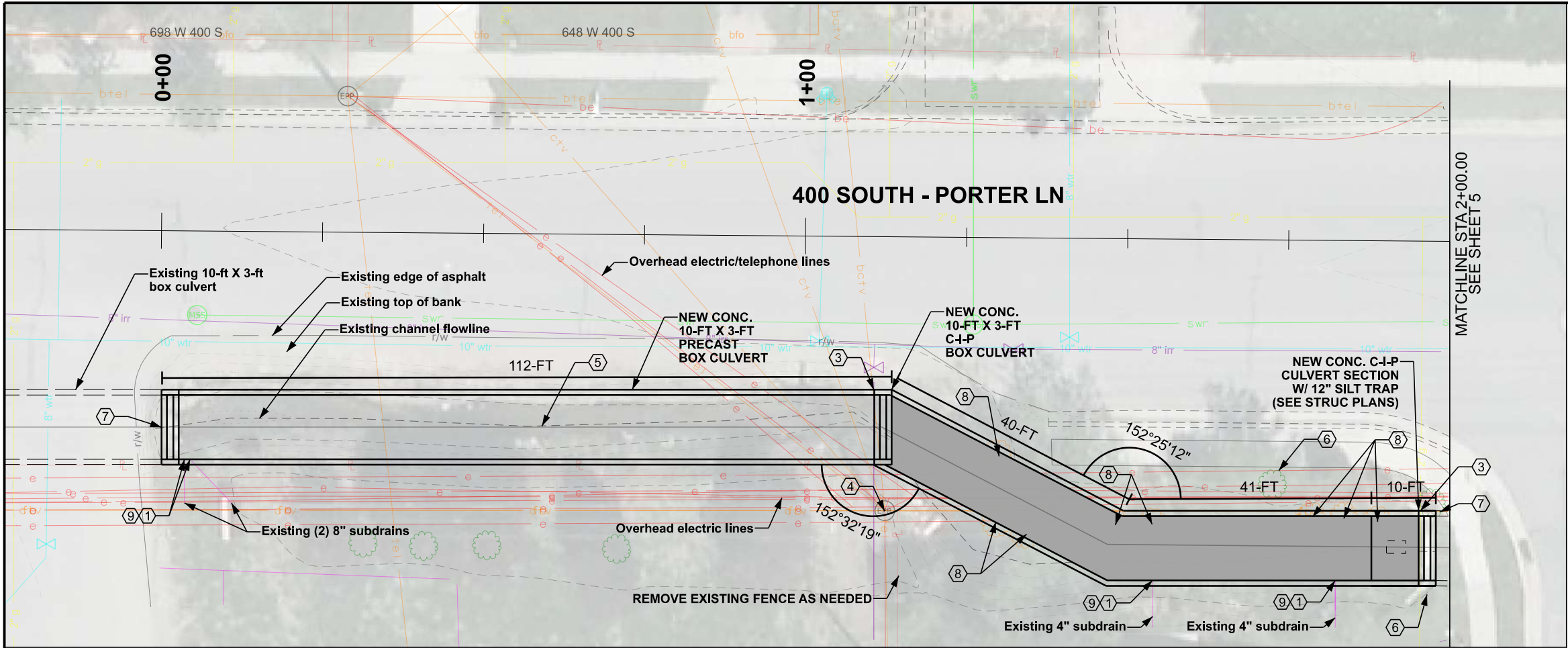
EXISTING/PROPOSED	
	PROPERTY LINE
	QUARTER CORNER SECTION LINE
	BOUNDARY LINE
	TOWNSHIP LINE
	SECTION LINE
	UTILITY EASEMENT

EXISTING/PROPOSED	
	FIRE HYDRANT
	WATER METER
	CULINARY WATER VALVE
	IRRIGATION VALVE
	IRRIGATION JUNCTION BOX/ METER BOX
	CATCH BASIN
	STORM DRAIN MANHOLE
	SANITARY SEWER MANHOLE
	TELECOMM. JUNCTION BOX
	TV/PHONE PEDESTAL
	ELECTRICAL POLE
	LIGHT POLE
	ELECTRICAL BOX
	GUY WIRE
	GAS METER
	GAS VALVE
	MAILBOX
	SURVEY MONUMENT
	CHANNEL SIDE SLOPE
	TEE
	90° BEND
	45° BEND
	22½° BEND
	11¼° BEND
	THRUST BLOCK

HATCH PATTERNS

	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	PROPOSED CURB & GUTTER/WATER WAY
	PROPOSED SIDEWALK
	PROPOSED PEDESTRIAN RAMP

REVISION	DATE	BY	DESCRIPTION	DESIGN	LEGEND & ABBREVIATIONS	DAVIS COUNTY PUBLIC WORKS DEUEL CREEK CHANNEL IMPROVEMENTS 400 SOUTH - 700 WEST TO 400 WEST	 ESI ENGINEERING CIVIL::STRUCTURAL::LAND SURVEY 4141 WEST 2100 SOUTH, SUITE 100 WEST VALLEY, UTAH 84120 TEL: (801) 263-1752	SHEET NO. <u> 3 </u>
1	07/2025	JPN	ADDED ELEVATIONS	DRAWN KTK				SHEET TYP. <u> 1-B </u>
				CHECKED KTK				PROJ. NO. <u> 21-105 </u>
				DATE 02/2024				

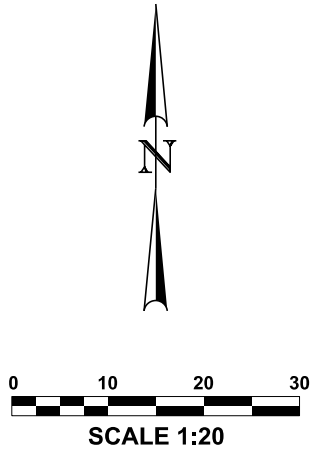
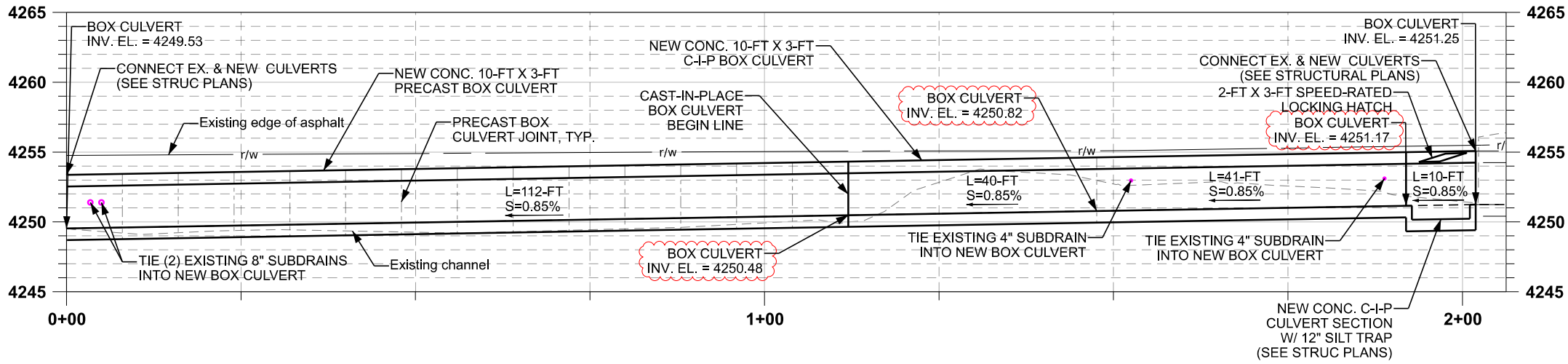


GENERAL NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH WOULD CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. IF A CONFLICT IS IDENTIFIED, THE ENGINEER OF RECORD SHOULD BE CONTACTED IMMEDIATELY, PRIOR TO ANY FURTHER WORK BEING DONE RELATED TO THE ISSUE.
2. SEE TYPICAL CROSS-SECTION SHEET FOR MORE INFORMATION ON THE INSTALLMENT OF THE BOX CULVERT.
3. SEE STRUCTURAL SHEETS FOR PLANS AND DETAILS FOR CAST-IN-PLACE CULVERT TRANSITION BOXES.
4. POTHOLE EXISTING UTILITIES ADJACENT TO LOCATION FOR NEW BOX CULVERT. VERIFY LOCATIONS AND ELEVATIONS TO TIE-IN TO NEW BOX CULVERT. SHOULD CONFLICTS ARISE; AND CONTACT ENGINEER.

CONSTRUCTION NOTES

- ① POTHOLE EXISTING STORM DRAIN LINES TO VERIFY EXISTING LOCATIONS AND ELEVATIONS FOR TIE-IN TO NEW BOX CULVERT.
- ② POTHOLE EXISTING WATER LATERALS TO VERIFY EXISTING LOCATIONS & DEPTHS. LATERALS MUST BE MIN. 18" BELOW NEW BOX CULVERT.
- ③ POTHOLE EXISTING UTILITIES TO VERIFY EXISTING LOCATIONS & DEPTHS, TYPICAL.
- ④ PROTECT EXISTING UTILITY POWER POLE, TYPICAL.
- ⑤ CLEAR AND GRUB CHANNEL FOR INSTALLATION OF BOX CULVERT.
- ⑥ PROTECT EXISTING LANDSCAPING, TREES, TYPICAL. RESTORE AS NEEDED.
- ⑦ PREPARE EXISTING CULVERT FOR TIE-IN OF NEW PRECAST OR C-I-P CULVERT SECTION. REMOVE EXISTING CONC. WING WALLS. SEE STRUCTURAL SHEETS FOR PLAN AND DETAILS.
- ⑧ REMOVE AND HAUL AWAY TREE/STUMP.
- ⑨ WHERE SUBDRAINS ARE BEING TIED INTO NEW PRECAST CULVERTS, SIDE WALLS TO BE DESIGNED FOR CORING. TIE-INS TO BE GROUTED.



REVISION	DATE	BY	DESCRIPTION	DESIGN
1	07/2025	JPN	ADDED ELEVATIONS	KTK
				JPN
				KTK
				DATE 02/2024

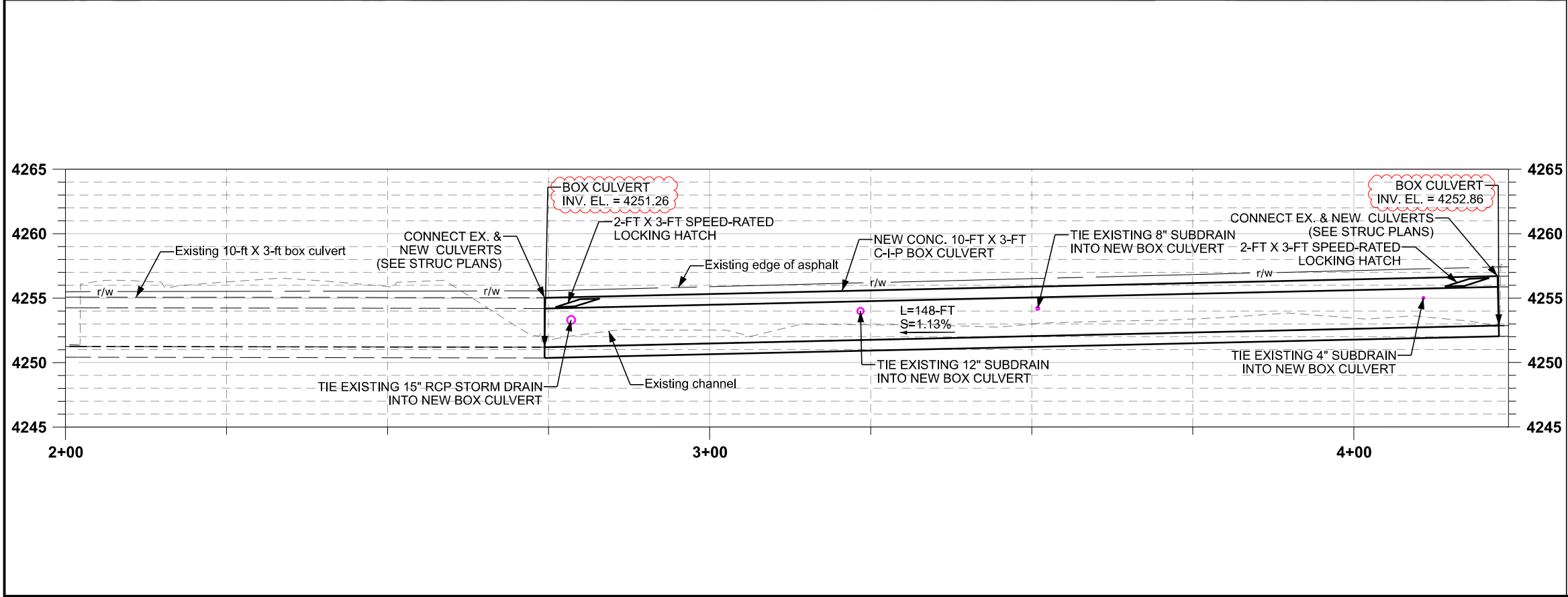
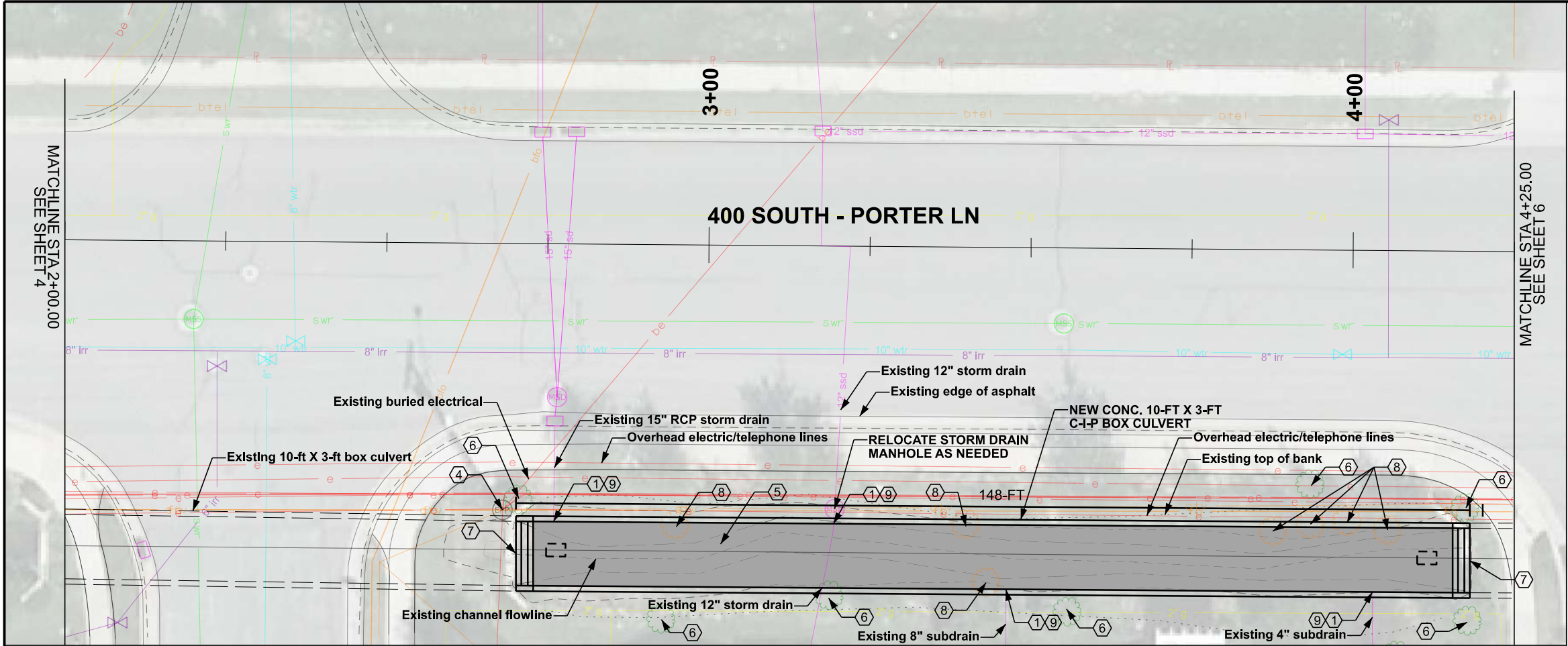
CULVERT PLAN & PROFILE 1

DAVIS COUNTY PUBLIC WORKS
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST



ESI ENGINEERING
CIVIL::STRUCTURAL::LAND SURVEY
4141 WEST 2100 SOUTH, SUITE 100
WEST VALLEY, UTAH 84120
TEL: (801) 263-1752

SHEET NO.	4
SHEET TYP.	DR-01
PROJ. NO.	21-105



GENERAL NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH WOULD CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. IF A CONFLICT IS IDENTIFIED, THE ENGINEER OF RECORD SHOULD BE CONTACTED IMMEDIATELY, PRIOR TO ANY FURTHER WORK BEING DONE RELATED TO THE ISSUE.
2. SEE TYPICAL CROSS-SECTION SHEET FOR MORE INFORMATION ON THE INSTALLMENT OF THE BOX CULVERT.
3. SEE STRUCTURAL SHEETS FOR PLANS AND DETAILS FOR CAST-IN-PLACE CULVERT TRANSITION BOXES.
4. POTHOLE EXISTING UTILITIES ADJACENT TO LOCATION FOR NEW BOX CULVERT. VERIFY LOCATIONS AND ELEVATIONS TO TIE-IN TO NEW BOX CULVERT. SHOULD CONFLICTS ARISE; AND CONTACT ENGINEER.

CONSTRUCTION NOTES

- ① POTHOLE EXISTING STORM DRAIN LINES TO VERIFY EXISTING LOCATIONS AND ELEVATIONS FOR TIE-IN TO NEW BOX CULVERT.
- ② POTHOLE EXISTING WATER LATERALS TO VERIFY EXISTING LOCATIONS & DEPTHS. LATERALS MUST BE MIN. 18" BELOW NEW BOX CULVERT.
- ③ POTHOLE EXISTING UTILITIES TO VERIFY EXISTING LOCATIONS & DEPTHS, TYPICAL.
- ④ PROTECT EXISTING UTILITY POWER POLE, TYPICAL.
- ⑤ CLEAR AND GRUB CHANNEL FOR INSTALLATION OF BOX CULVERT.
- ⑥ PROTECT EXISTING LANDSCAPING, TREES, TYPICAL. RESTORE AS NEEDED.
- ⑦ PREPARE EXISTING CULVERT FOR TIE-IN OF NEW PRECAST OR C-I-P CULVERT SECTION. REMOVE EXISTING CONC. WING WALLS. SEE STRUCTURAL SHEETS FOR PLAN AND DETAILS.
- ⑧ REMOVE AND HAUL AWAY TREE/STUMP.
- ⑨ WHERE SUBDRAINS ARE BEING TIED INTO NEW PRECAST CULVERTS, SIDE WALLS TO BE DESIGNED FOR CORING. TIE-INS TO BE GROUTED.

REVISION	DATE	BY	DESCRIPTION	DESIGN
1	07/2025	JPN	ADDED ELEVATIONS	KTK
				JPN
				KTK
				DATE 02/2024

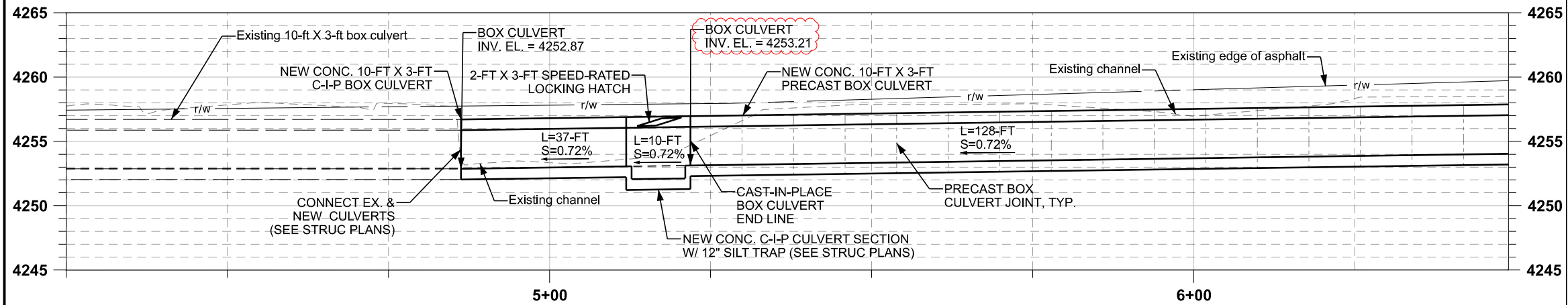
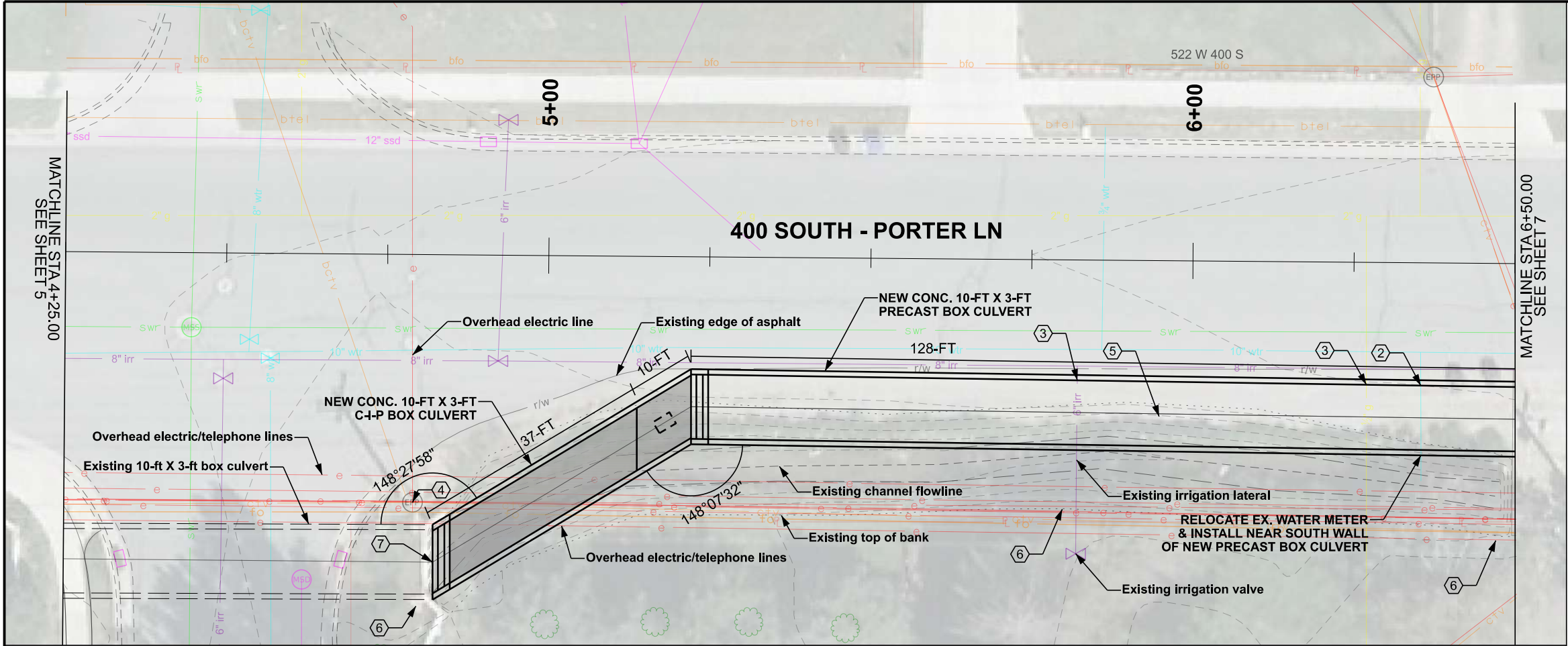
CULVERT PLAN & PROFILE 2

DAVIS COUNTY PUBLIC WORKS
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST



ESI ENGINEERING
CIVIL::STRUCTURAL::LAND SURVEY
4141 WEST 2100 SOUTH, SUITE 100
WEST VALLEY, UTAH 84120
TEL: (801) 263-1752

SHEET NO. <u>5</u>
SHEET TYP. <u>DR-02</u>
PROJ. NO. <u>21-105</u>



GENERAL NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH WOULD CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. IF A CONFLICT IS IDENTIFIED, THE ENGINEER OF RECORD SHOULD BE CONTACTED IMMEDIATELY, PRIOR TO ANY FURTHER WORK BEING DONE RELATED TO THE ISSUE.
2. SEE TYPICAL CROSS-SECTION SHEET FOR MORE INFORMATION ON THE INSTALLMENT OF THE BOX CULVERT.
3. SEE STRUCTURAL SHEETS FOR PLANS AND DETAILS FOR CAST-IN-PLACE CULVERT TRANSITION BOXES.
4. POTHOLE EXISTING UTILITIES ADJACENT TO LOCATION FOR NEW BOX CULVERT. VERIFY LOCATIONS AND ELEVATIONS TO TIE-IN TO NEW BOX CULVERT. SHOULD CONFLICTS ARISE; AND CONTACT ENGINEER.

CONSTRUCTION NOTES

- ① POTHOLE EXISTING STORM DRAIN LINES TO VERIFY EXISTING LOCATIONS AND ELEVATIONS FOR TIE-IN TO NEW BOX CULVERT.
- ② POTHOLE EXISTING WATER LATERALS TO VERIFY EXISTING LOCATIONS & DEPTHS. LATERALS MUST BE MIN. 18" BELOW NEW BOX CULVERT.
- ③ POTHOLE EXISTING UTILITIES TO VERIFY EXISTING LOCATIONS & DEPTHS, TYPICAL.
- ④ PROTECT EXISTING UTILITY POWER POLE, TYPICAL.
- ⑤ CLEAR AND GRUB CHANNEL FOR INSTALLATION OF BOX CULVERT.
- ⑥ PROTECT EXISTING LANDSCAPING, TREES, TYPICAL. RESTORE AS NEEDED.
- ⑦ PREPARE EXISTING CULVERT FOR TIE-IN OF NEW PRECAST OR C-I-P CULVERT SECTION. REMOVE EXISTING CONC. WING WALLS. SEE STRUCTURAL SHEETS FOR PLAN AND DETAILS.
- ⑧ REMOVE AND HAUL AWAY TREE/STUMP.
- ⑨ WHERE SUBDRAINS ARE BEING TIED INTO NEW PRECAST CULVERTS, SIDE WALLS TO BE DESIGNED FOR CORING. TIE-INS TO BE GROUTED.



REVISION	DATE	BY	DESCRIPTION	DESIGN
1	07/2025	JPN	ADDED ELEVATIONS	KTK
				JPN
				KTK
				DATE 02/2024

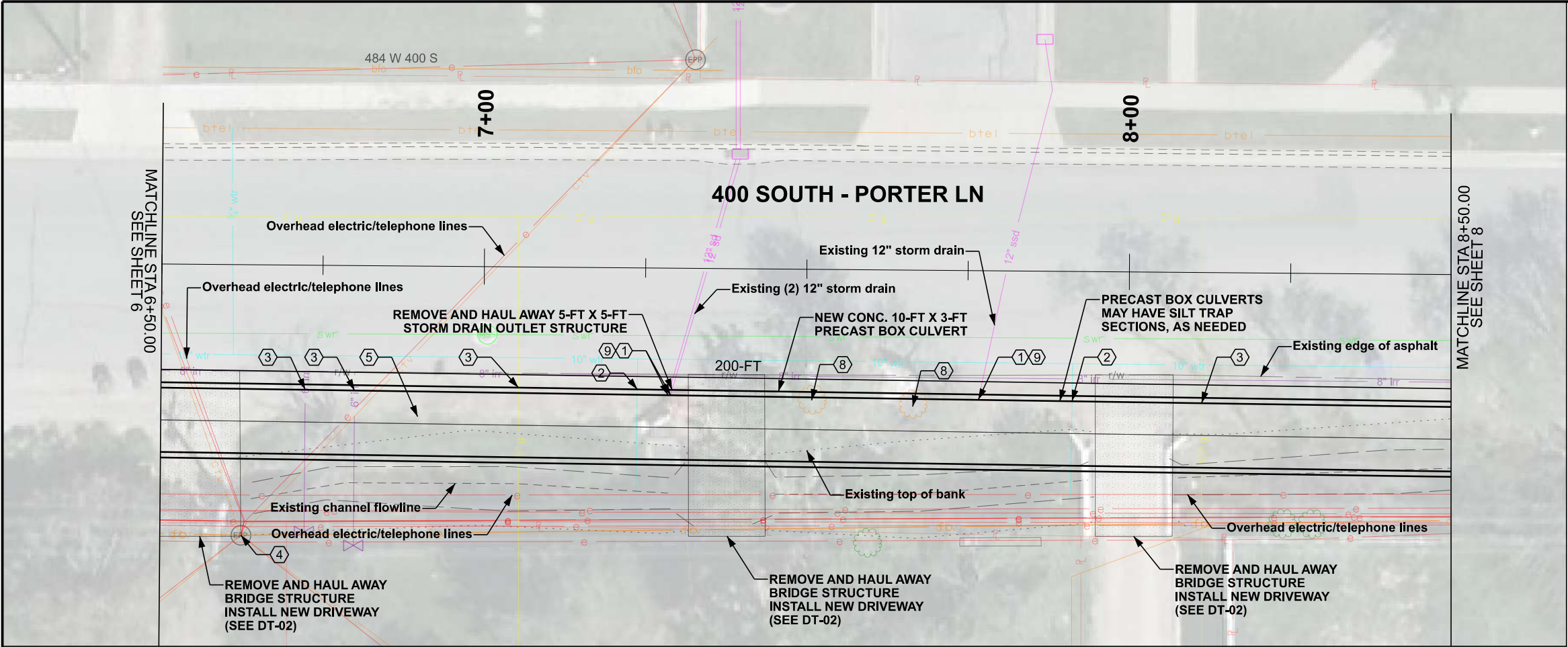
CULVERT PLAN & PROFILE 3

DAVIS COUNTY PUBLIC WORKS
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST



ESI ENGINEERING
CIVIL::STRUCTURAL::LAND SURVEY
4141 WEST 2100 SOUTH, SUITE 100
WEST VALLEY, UTAH 84120
TEL: (801) 263-1752

SHEET NO.	6
SHEET TYP.	DR-03
PROJ. NO.	21-105

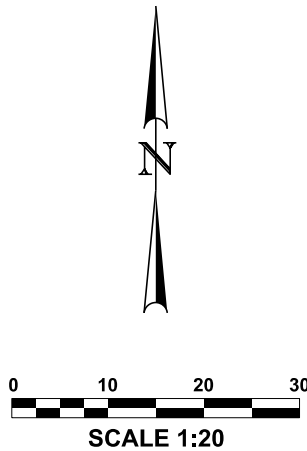
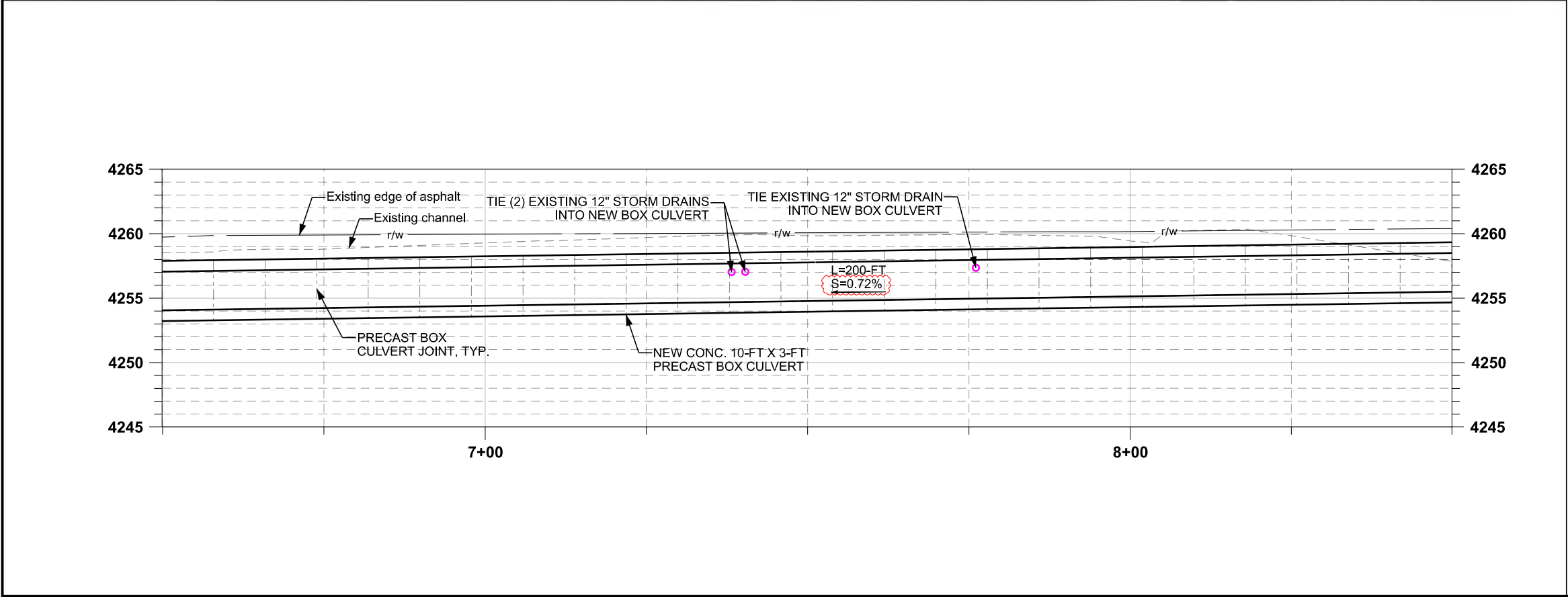


GENERAL NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH WOULD CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. IF A CONFLICT IS IDENTIFIED, THE ENGINEER OF RECORD SHOULD BE CONTACTED IMMEDIATELY, PRIOR TO ANY FURTHER WORK BEING DONE RELATED TO THE ISSUE.
2. SEE TYPICAL CROSS-SECTION SHEET FOR MORE INFORMATION ON THE INSTALLMENT OF THE BOX CULVERT.
3. SEE STRUCTURAL SHEETS FOR PLANS AND DETAILS FOR CAST-IN-PLACE CULVERT TRANSITION BOXES.
4. POTHOLE EXISTING UTILITIES ADJACENT TO LOCATION FOR NEW BOX CULVERT. VERIFY LOCATIONS AND ELEVATIONS TO TIE-IN TO NEW BOX CULVERT. SHOULD CONFLICTS ARISE; AND CONTACT ENGINEER.

CONSTRUCTION NOTES

- ① POTHOLE EXISTING STORM DRAIN LINES TO VERIFY EXISTING LOCATIONS AND ELEVATIONS FOR TIE-IN TO NEW BOX CULVERT.
- ② POTHOLE EXISTING WATER LATERALS TO VERIFY EXISTING LOCATIONS & DEPTHS. LATERALS MUST BE MIN. 18" BELOW NEW BOX CULVERT.
- ③ POTHOLE EXISTING UTILITIES TO VERIFY EXISTING LOCATIONS & DEPTHS, TYPICAL.
- ④ PROTECT EXISTING UTILITY POWER POLE, TYPICAL.
- ⑤ CLEAR AND GRUB CHANNEL FOR INSTALLATION OF BOX CULVERT.
- ⑥ PROTECT EXISTING LANDSCAPING, TREES, TYPICAL. RESTORE AS NEEDED.
- ⑦ PREPARE EXISTING CULVERT FOR TIE-IN OF NEW PRECAST OR C-I-P CULVERT SECTION. REMOVE EXISTING CONC. WING WALLS. SEE STRUCTURAL SHEETS FOR PLAN AND DETAILS.
- ⑧ REMOVE AND HAUL AWAY TREE/STUMP.
- ⑨ WHERE SUBDRAINS ARE BEING TIED INTO NEW PRECAST CULVERTS, SIDE WALLS TO BE DESIGNED FOR CORING. TIE-INS TO BE GROUTED.



REVISION	DATE	BY	DESCRIPTION	DESIGN
1	07/2025	JPN	ADDED ELEVATIONS	KTk
				JPN
				KTk
				DATE 02/2024

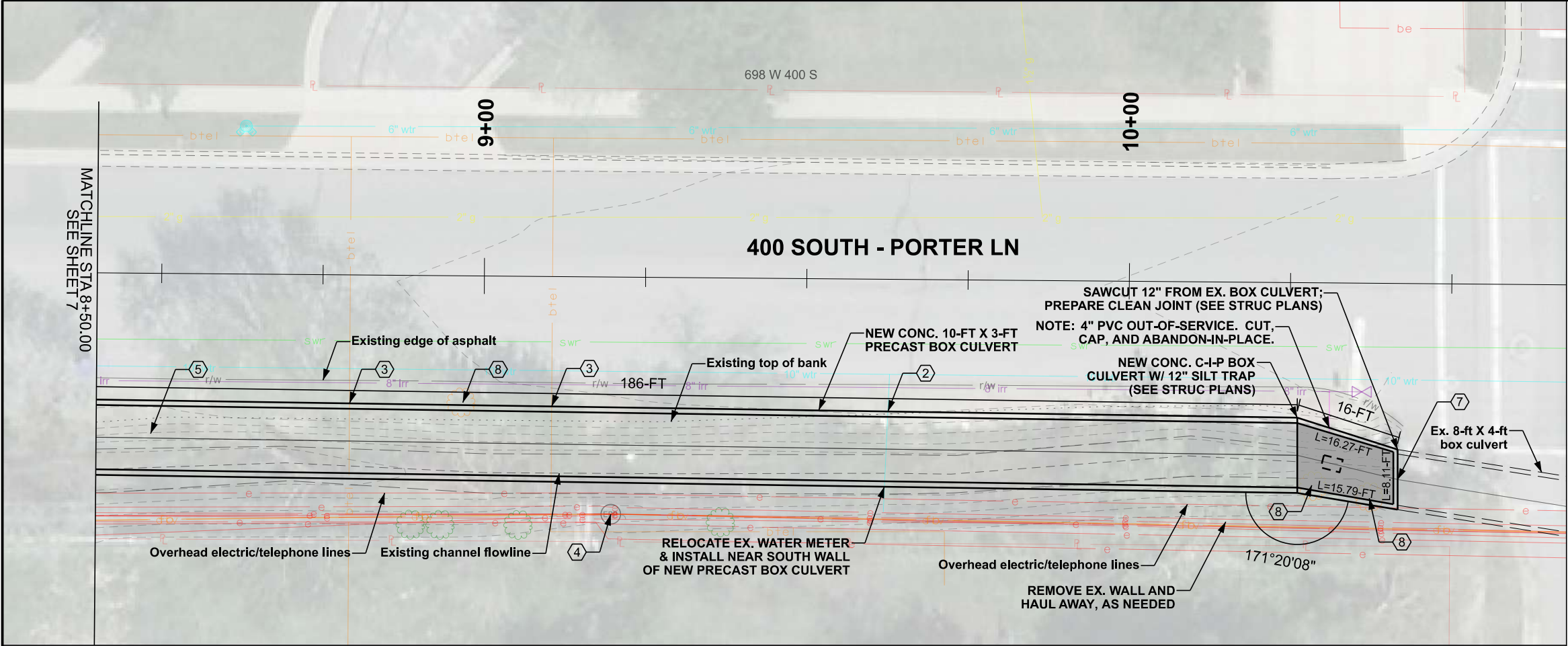
CULVERT PLAN & PROFILE 4

DAVIS COUNTY PUBLIC WORKS
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST



ESI ENGINEERING
CIVIL::STRUCTURAL::LAND SURVEY
4141 WEST 2100 SOUTH, SUITE 100
WEST VALLEY, UTAH 84120
TEL: (801) 263-1752

SHEET NO. 7
SHEET TYP. DR-04
PROJ. NO. 21-105

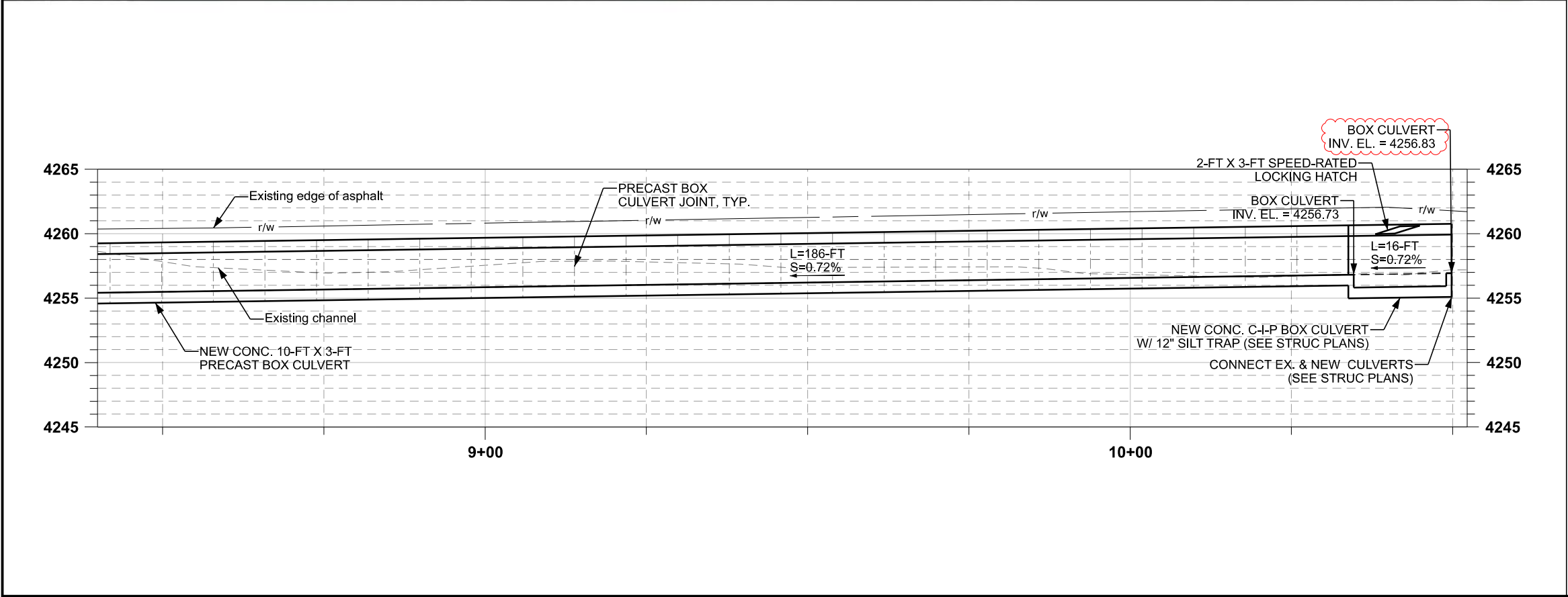


GENERAL NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH WOULD CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. IF A CONFLICT IS IDENTIFIED, THE ENGINEER OF RECORD SHOULD BE CONTACTED IMMEDIATELY, PRIOR TO ANY FURTHER WORK BEING DONE RELATED TO THE ISSUE.
2. SEE TYPICAL CROSS-SECTION SHEET FOR MORE INFORMATION ON THE INSTALLMENT OF THE BOX CULVERT.
3. SEE STRUCTURAL SHEETS FOR PLANS AND DETAILS FOR CAST-IN-PLACE CULVERT TRANSITION BOXES.
4. POTHOLE EXISTING UTILITIES ADJACENT TO LOCATION FOR NEW BOX CULVERT. VERIFY LOCATIONS AND ELEVATIONS TO TIE-IN TO NEW BOX CULVERT. SHOULD CONFLICTS ARISE; AND CONTACT ENGINEER.

CONSTRUCTION NOTES

- ① POTHOLE EXISTING STORM DRAIN LINES TO VERIFY EXISTING LOCATIONS AND ELEVATIONS FOR TIE-IN TO NEW BOX CULVERT.
- ② POTHOLE EXISTING WATER LATERALS TO VERIFY EXISTING LOCATIONS & DEPTHS. LATERALS MUST BE MIN. 18" BELOW NEW BOX CULVERT.
- ③ POTHOLE EXISTING UTILITIES TO VERIFY EXISTING LOCATIONS & DEPTHS, TYPICAL.
- ④ PROTECT EXISTING UTILITY POWER POLE, TYPICAL.
- ⑤ CLEAR AND GRUB CHANNEL FOR INSTALLATION OF BOX CULVERT.
- ⑥ PROTECT EXISTING LANDSCAPING, TREES, TYPICAL. RESTORE AS NEEDED.
- ⑦ PREPARE EXISTING CULVERT FOR TIE-IN OF NEW PRECAST OR C-I-P CULVERT SECTION. REMOVE EXISTING CONC. WING WALLS. SEE STRUCTURAL SHEETS FOR PLAN AND DETAILS.
- ⑧ REMOVE AND HAUL AWAY TREE/STUMP.
- ⑨ WHERE SUBDRAINS ARE BEING TIED INTO NEW PRECAST CULVERTS, SIDE WALLS TO BE DESIGNED FOR CORING. TIE-INS TO BE GROUTED.



REVISION	DATE	BY	DESCRIPTION	DESIGN
1	07/2025	JPN	ADDED ELEVATIONS	KTK
				JPN
				KTK
				DATE 02/2024

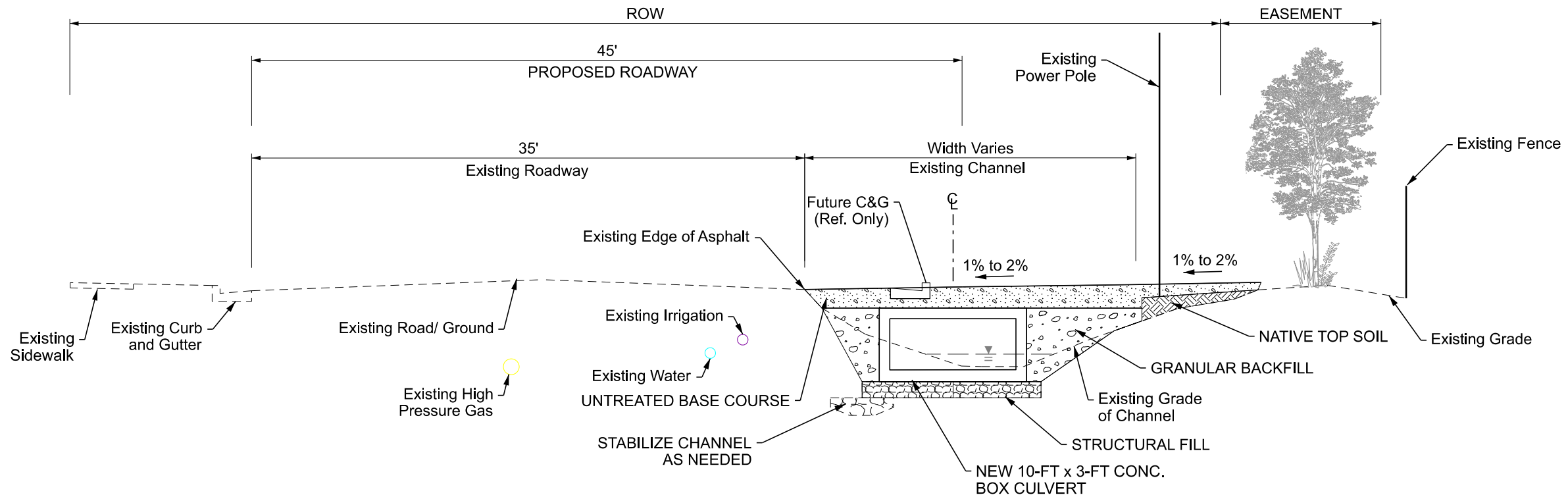
CULVERT PLAN & PROFILE 5

DAVIS COUNTY PUBLIC WORKS
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST

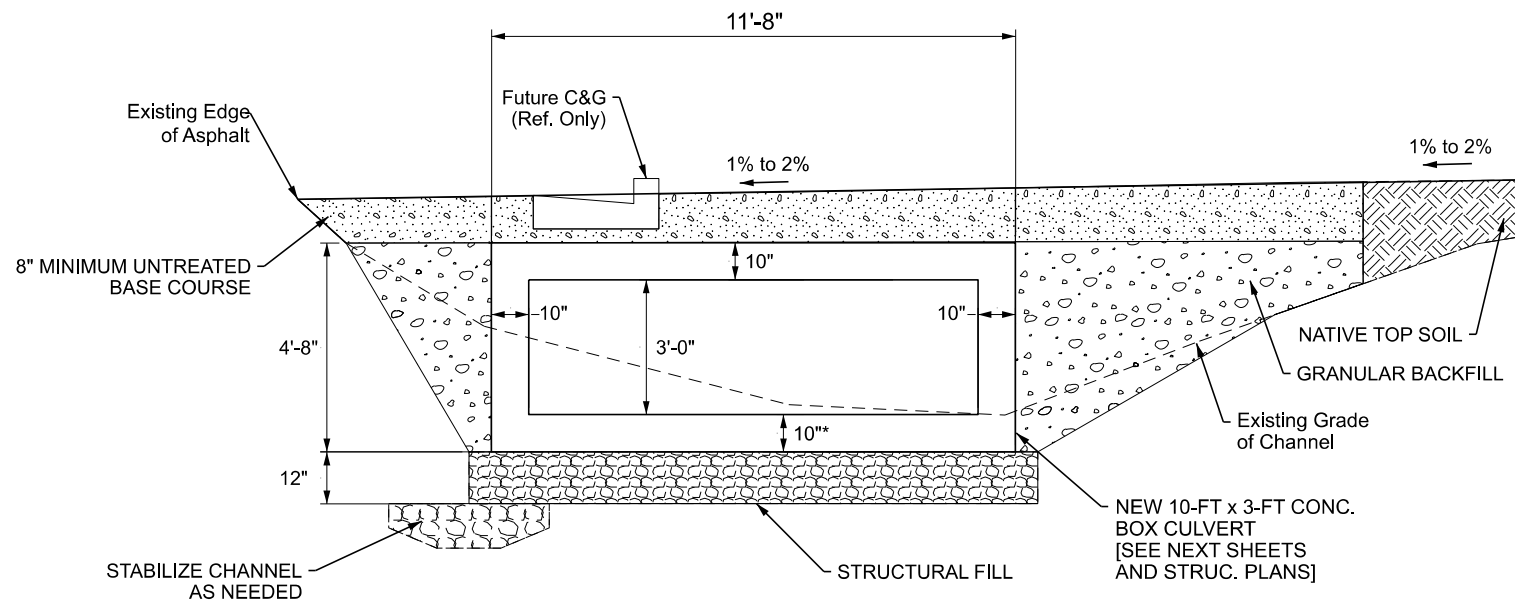


ESI ENGINEERING
CIVIL::STRUCTURAL::LAND SURVEY
4141 WEST 2100 SOUTH, SUITE 100
WEST VALLEY, UTAH 84120
TEL: (801) 263-1752

SHEET NO.	8
SHEET TYP.	DR-05
PROJ. NO.	21-105



TYPICAL CROSS-SECTION- ROADWAY AND CULVERT
DEUEL CREEK BOX CULVERT

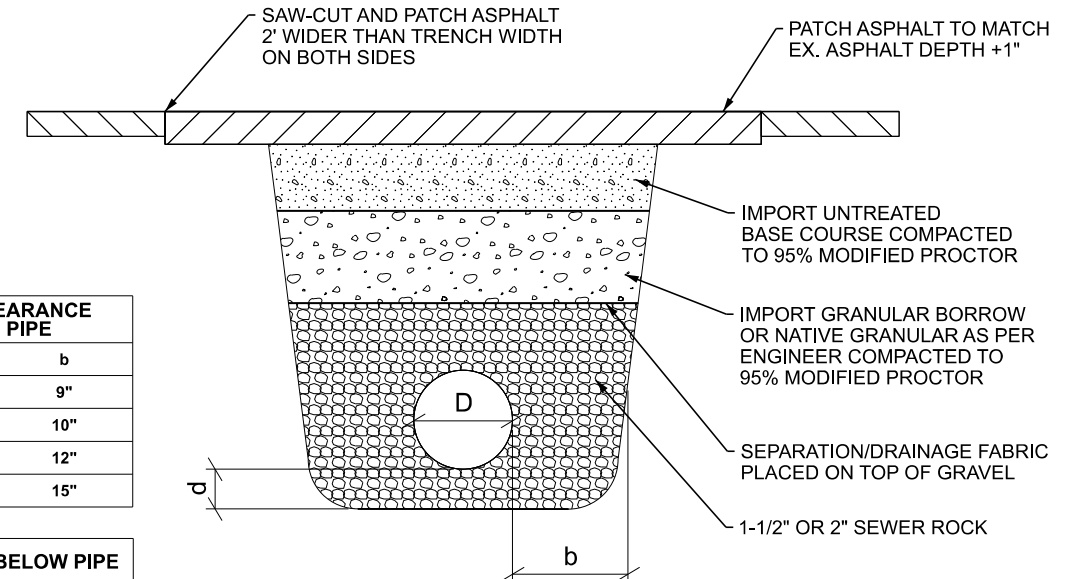


CULVERT CROSS-SECTION DETAIL
DEUEL CREEK BOX CULVERT

*NOTE:
 12" THICK BTM. SLAB
 FOR C-I-P BOX SECTION
 [SEE STRUC. PLANS]

TRENCH WIDTH CLEARANCE FROM EDGE OF PIPE	
D	b
18" OR SMALLER	9"
21" TO 27"	10"
30" TO 48"	12"
54" OR LARGER	15"

DEPTH OF MATERIAL BELOW PIPE	
D	d (MIN.)
27" OR SMALLER	4"
30" TO 60"	6"
66" OR LARGER	8"



STORM DRAIN TRENCH SECTION
DEUEL CREEK BOX CULVERT

REVISION	DATE	BY	DESCRIPTION	DESIGN
1	7/2025	JPN	ADDED ELEVATIONS	KTK
				KTK
				PRR
				DATE 03/2024

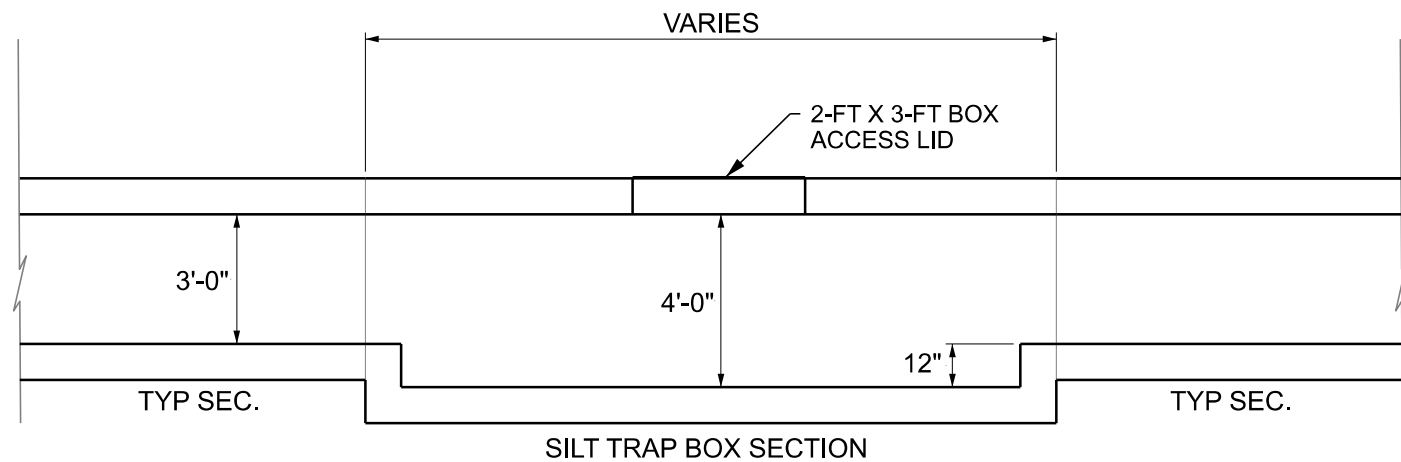
CULVERT CROSS-SECTION & DETAILS

DAVIS COUNTY PUBLIC WORKS
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST



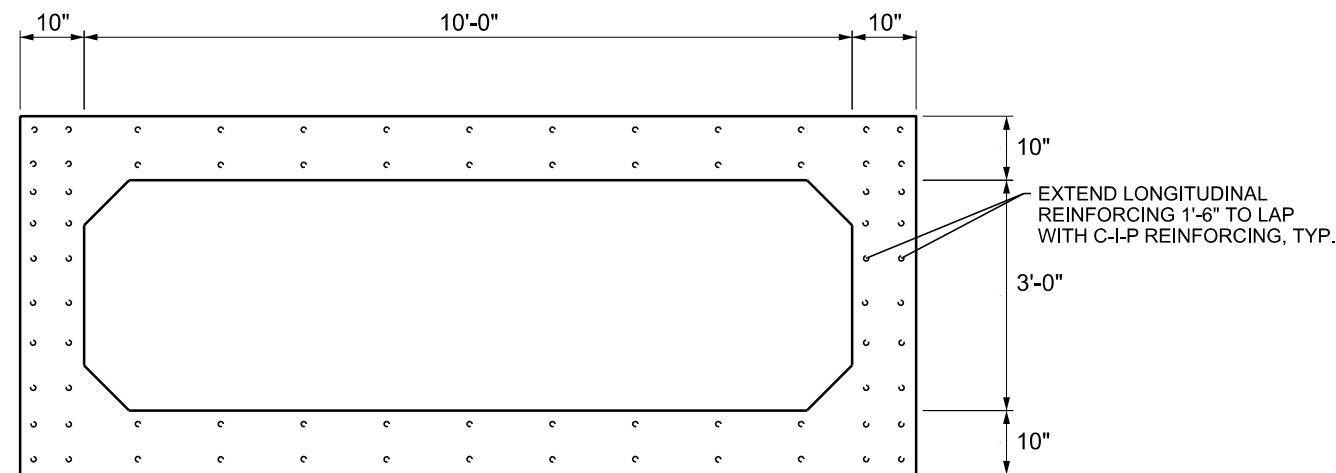
ESI ENGINEERING
 CIVIL::STRUCTURAL::LAND SURVEY
 4141 WEST 2100 SOUTH, SUITE 100
 WEST VALLEY, UTAH 84120
 TEL: (801) 263-1752

SHEET NO.	9
SHEET TYP.	DT-01
PROJ. NO.	21-105



CAST-IN-PLACE CONCRETE BOX CULVERT SILT TRAP SECTION - PROFILE VIEW
DEUEL CREEK BOX CULVERT

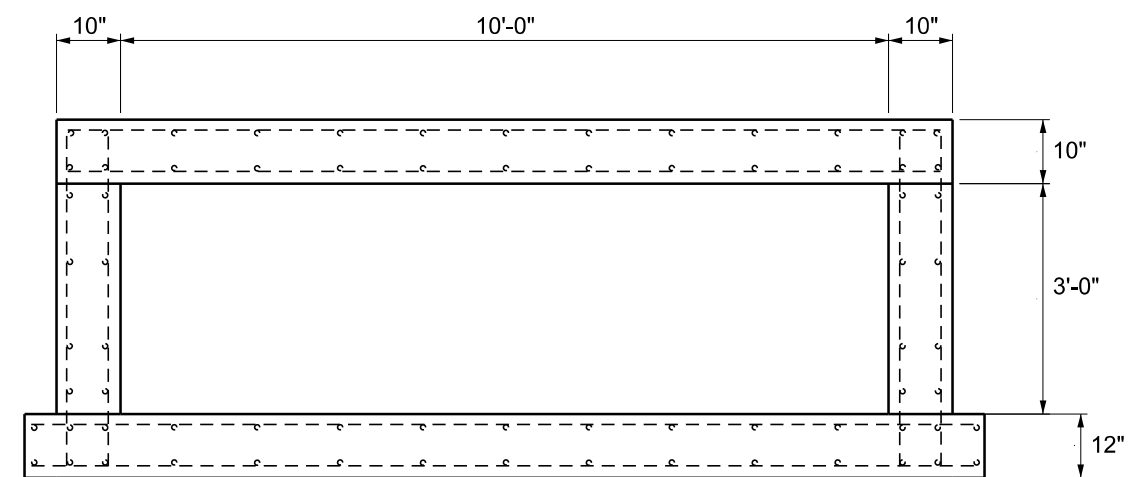
NOTE: PRECAST BOX CULVERTS MAY HAVE SILT TRAP SECTIONS, AS NEEDED.



PRECAST CONCETE BOX CULVERT - TYPICAL SECTION
DEUEL CREEK BOX CULVERT

PRECAST DESIGN CRITERIA:

1. GOVERNING BUILDING CODE: 2021 IBC; 2019 ACI 318: AASHTO
2. DESIGN PRECAST BOX CULVERT SECTIONS FOR HL-93 TRAFFIC LOADING.



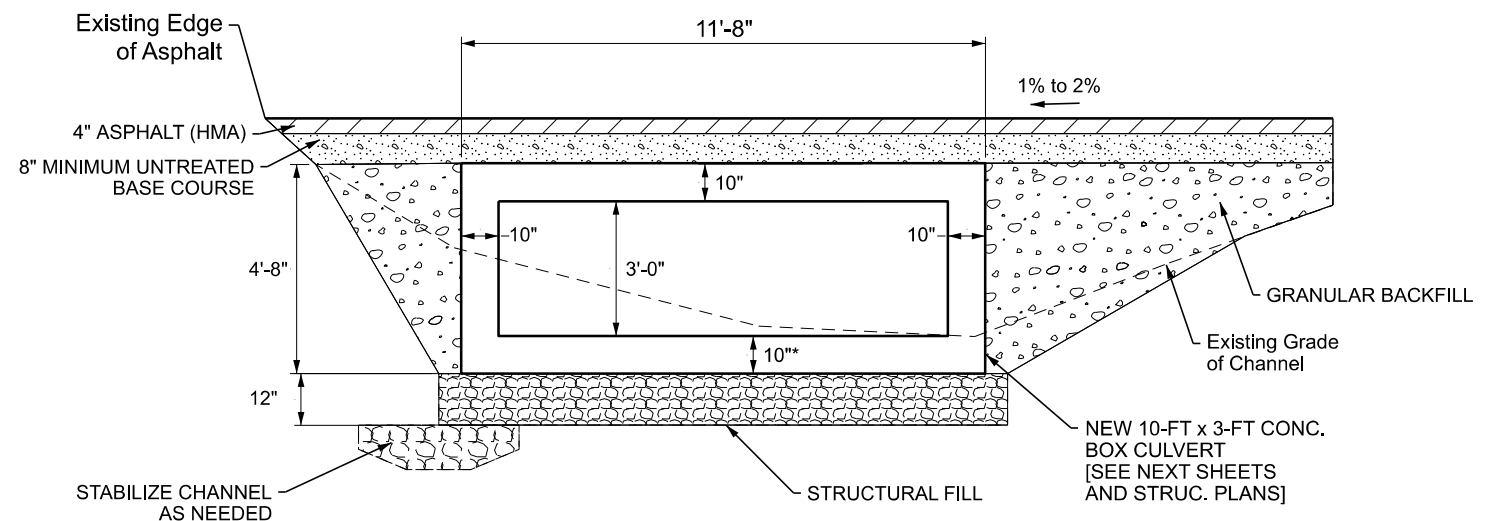
CAST-IN-PLACE CONCETE BOX CULVERT - TYPICAL SECTION
DEUEL CREEK BOX CULVERT

CAST-IN-PLACE DESIGN CRITERIA:

1. GOVERNING BUILDING CODE: 2021 IBC; 2019 ACI 318: AASHTO
2. THIS C-I-P CULVERT TRANSITION BOX IS DESIGNED FOR HL-93 TRAFFIC LOADING.

NOTES:

1. SEE STRUC. PLANS FOR REBAR PLACEMENT AND OTHER STRUC. INFO.
2. FOR BOX CULVERT SILT TRAP SECTIONS, SEE STRUC-03 (SHEET 13).



NEW DRIVEWAY AT EXISTING BRIDGE STRUCTURE BEING REMOVED
DEUEL CREEK BOX CULVERT

*NOTE:
 12" THICK BTTM. SLAB
 FOR C-I-P BOX SECTION
 [SEE STRUC. PLANS]

REVISION	DATE	BY	DESCRIPTION	DESIGN
1	7/2025	JPN	ADDED ELEVATIONS	KTK
				KTK
				PRR
				DATE 03/2024

CULVERT CROSS-SECTION & DETAILS

DAVIS COUNTY PUBLIC WORKS
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST



ESI ENGINEERING
 CIVIL::STRUCTURAL::LAND SURVEY
 4141 WEST 2100 SOUTH, SUITE 100
 WEST VALLEY, UTAH 84120
 TEL: (801) 263-1752

SHEET NO.	10
SHEET TYP.	DT-02
PROJ. NO.	21-105

DESIGN CRITERIA

1. GOVERNING BUILDING CODE: 2021 IBC; 2019 ACI 318; AASHTO
2. THIS C-I-P CULVERT TRANSITION BOX IS DESIGNED FOR HL-93 TRAFFIC LOADING.
2. DESIGN BASED ON 6" THICK ASPHALT, 8" THICK COMPACTED BASE COURSE, MIN. 6" THICK COMPACTED FILL, OVER 10" THICK CONCRETE LID OF C-I-P BOX CULVERT.

GENERAL

1. CONTRACTOR SHALL COMPARE ALL DIMENSIONS AND CONDITIONS ON DRAWINGS AND AT SITE. ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTING OFFICER, THE ARCHITECT AND/OR STRUCTURAL ENGINEER BEFORE PROCEEDING WITH ANY WORK INVOLVED.
2. ALL DETAILS, SECTIONS, AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SAME CONDITIONS ELSEWHERE.
3. SHORING AND BRACING REQUIREMENTS:

A. FLOOR AND ROOF STRUCTURES: THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE METHOD AND SEQUENCE OF ALL STRUCTURAL ERECTION. HE SHALL PROVIDE TEMPORARY SHORING AND BRACING AS HIS METHOD OF ERECTION REQUIRES TO PROVIDE ADEQUATE VERTICAL AND LATERAL SUPPORT. SHORING AND BRACING SHALL REMAIN IN PLACE AS THE CHOSEN METHOD REQUIRES UNTIL ALL PERMANENT MEMBERS ARE IN PLACE AND ALL FINAL CONNECTIONS ARE COMPLETED, INCLUDING ALL ROOF AND FLOOR ATTACHMENTS. THE BUILDING SHALL NOT BE CONSIDERED STABLE UNTIL ALL CONNECTIONS ARE COMPLETE.
4. THE GENERAL CONTRACTOR SHALL COORDINATE WITH ALL TRADES ANY AND ALL ITEMS THAT ARE TO BE INTEGRATED INTO THE STRUCTURAL SYSTEM. OPENINGS OR PENETRATIONS THROUGH, OR ATTACHMENTS TO THE STRUCTURAL SYSTEM THAT ARE NOT INDICATED ON THESE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL BE COORDINATED WITH THE ARCHITECT/ENGINEER. THE ORDER OF CONSTRUCTION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. IT IS THE CONTRACTOR'S OBLIGATION TO PROVIDE ITEMS NECESSARY FOR HIS CHOSEN PROCEDURE.
5. OBSERVATION VISITS TO THE SITE BY THE ENGINEER OR THEIR REPRESENTATIVES SHALL NOT BE CONSTRUED AS INSPECTION NOR APPROVAL OF CONSTRUCTION.
6. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE UFC AND INTERNATIONAL BUILDING CODE.
7. THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR, AND OBTAIN THE THE STRUCTURAL ENGINEER'S AND THE GOVERNMENT'S WRITTEN APPROVAL, PRIOR TO ANY CHANGES, MODIFICATIONS, OMISSIONS AND/OR SUBSTITUTIONS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND PROTECTION IN AND AROUND THE JOB SITE AND/OR ADJACENT PROPERTIES.

FOUNDATION NOTES

1. ALL FOOTINGS SHALL BEAR ON 12" OF COMPACTED ENGINEERED FILL AT 95% ASTM D-1557. FILL SHALL BE PLACED ON PROOF ROLLED AND PREPARED SUITABLE NATIVE EARTH.

CONCRETE NOTES

1. PERFORM ALL CONCRETE WORK IN ACCORDANCE WITH IBC 2021 AND ACI 318-14
2. ALL CONCRETE SHALL BE STONE AGGREGATE AND HAVE A MINIMUM COMPRESSIVE STRENGTH AS SHOWN ON FOUNDATION MATERIAL SPECIFICATION SCHEDULE. ALL CONCRETE SHALL USE TYPE II PORTLAND CEMENT.
3. ALL METAL REINFORCEMENT SHALL CONFORM TO ASTM A615 AND SUPPLEMENT (S1), GRADE 60, WITH A MINIMUM YIELD STRENGTH OF 60 KSI.
4. ALL REINFORCING BARS SHALL BE DETAILED, BOLSTERED AND SUPPORTED IN ACCORDANCE WITH ACI 315, 318, AND PUBLICATION SP-66.
5. ALL REINFORCEMENT BARS SHALL BE SECURELY ANCHORED TO THE FORMS AND SPACED FROM THEM AS FOLLOWS:

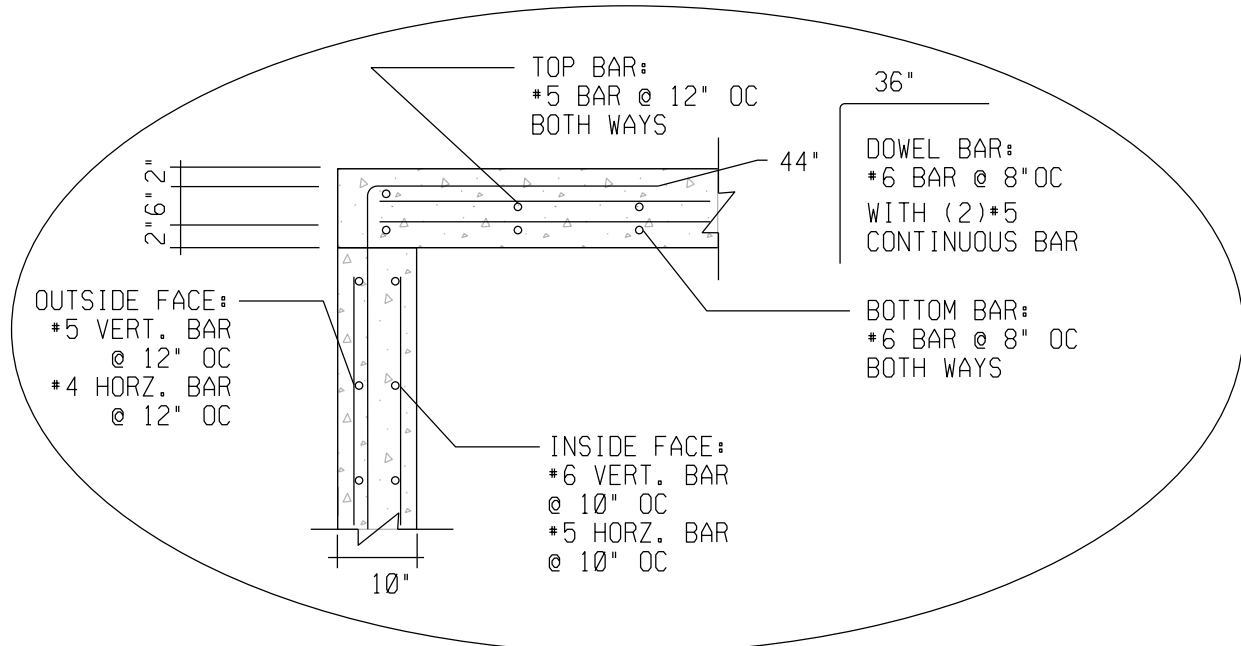
A) ALL WALLS, TOP SLABS AND BEAMS: COVER = 2"

B) ALL FOOTINGS AND BOTTOM SLABS ON GRADE: COVER = 3"
6. ALL SPLICES IN CONTINUOUS REINFORCING BARS SHALL LAP AS SHOWN. ALL SUCH SPLICES SHALL BE MADE IN A REGION OF COMPRESSION UNLESS SHOWN OTHERWISE.

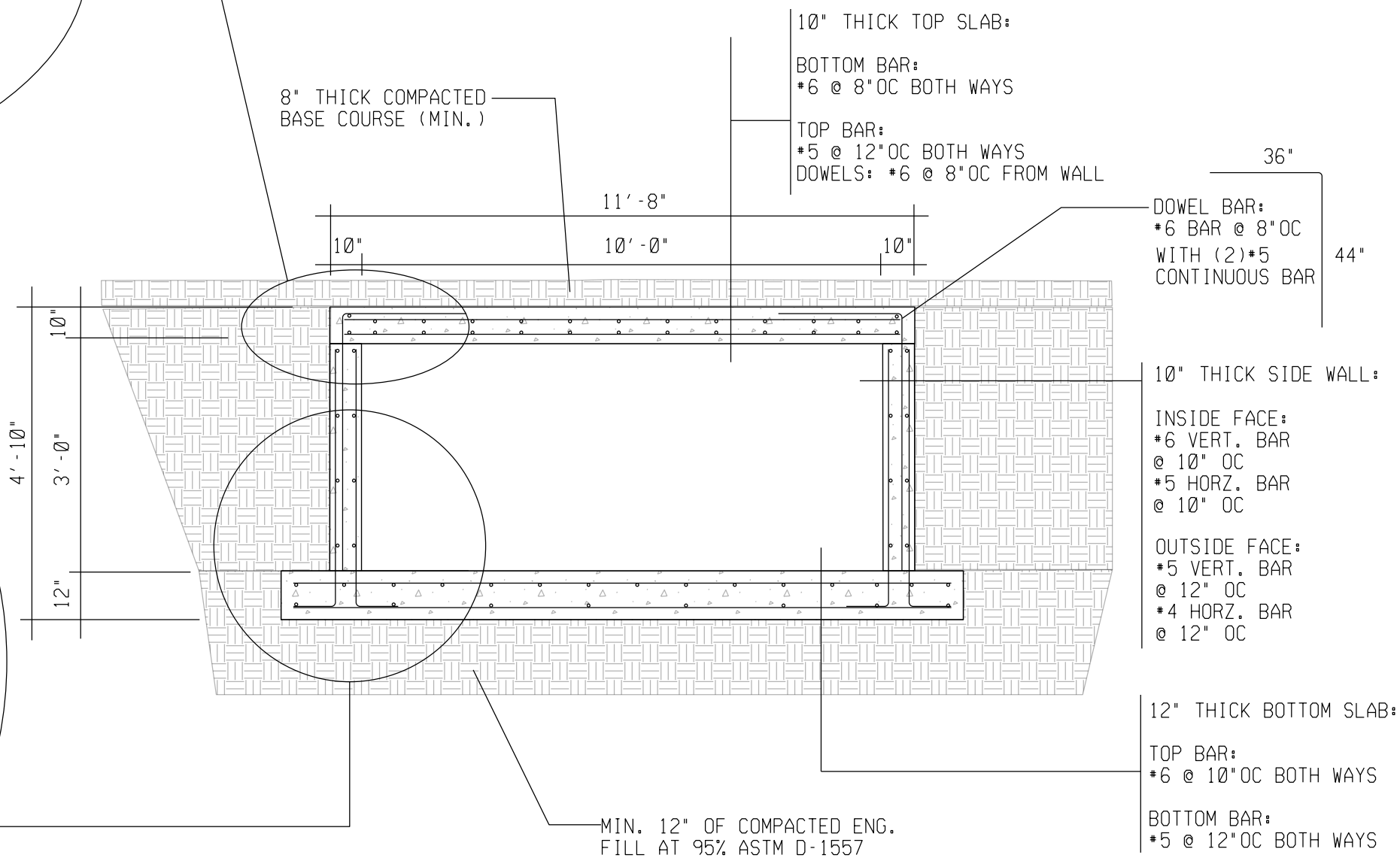
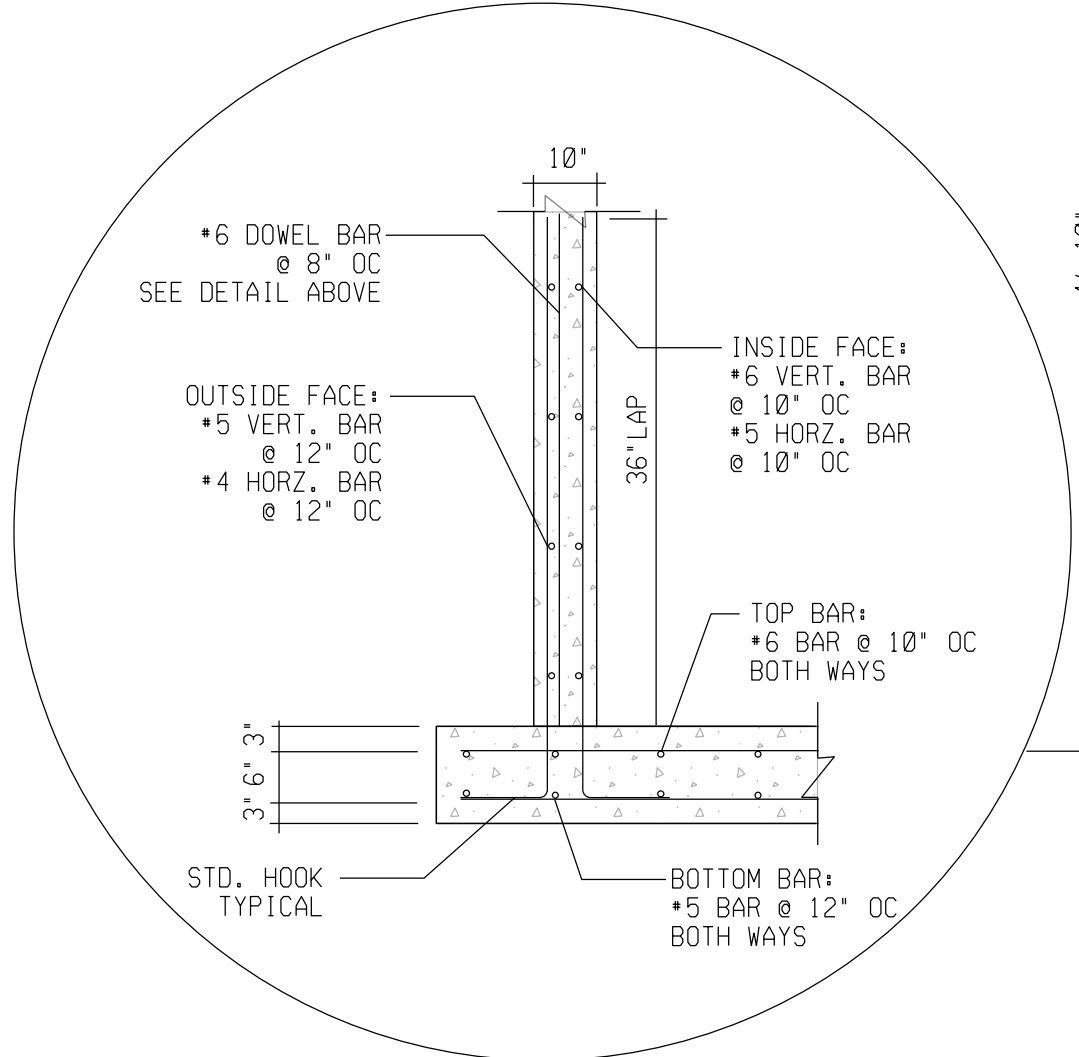
(A) #4 BAR - 24"; #5 BAR - 30"; #6 BAR - 36"; #7 BAR - 48"; #8 BAR - 60";

D-WWF - TWO BAR SPACINGS (12" MIN)
7. SEE FOUNDATION SCHEDULE AND DETAILS FOR CONCRETE WALL REINFORCING.
8. PLACE REINFORCEMENT IN CENTER OF WALL UNLESS SHOWN OTHERWISE AND DOWEL TO FOOTING OR TO STRUCTURE ABOVE AND BELOW WITH SAME DOWEL SIZE AND SPACING AS VERTICAL REINFORCEMENT.
9. ALL DOWELS SHALL HAVE AT LEAST 48 BAR DIAMETER EMBEDMENT AND/OR STANDARD HOOK AT ENDS.
10. PROVIDE STD. CORNER BARS AT ALL INTERSECTING CORNERS OF WALLS AND FOOTINGS. USE SAME SIZE AND SPACING AS HORIZONTAL REINFORCEMENT.

FOUNDATION MATERIAL SPECIFICATIONS				
LOCATION	FOOTINGS	FOUNDATION WALLS	CONCRETE PIERS	SUSPENDED SLABS
CONCRETE STRENGTH	F'C = 4000 PSI	F'C = 4000 PSI	F'C = 4000 PSI	F'C = 4000 PSI
AIR %	5% +/- 1.5%	5% +/- 1.5%	5% +/- 1.5%	5% +/- 1.5%
TYPE II PORTLAND CEMENT; AGG = 3/4"; WATER/CEMENT = 0.45; SLUMP = 4" MAX				
REBAR	GRADE = 60 KSI #4 LAP = 24" #5 LAP = 30" #6 LAP = 36"			



- REBAR COVER REQUIREMENTS:
- 1) TOP SLAB: = 2"
 - 2) BEAMS: = 2"
 - 3) WALLS: = 2"
 - 4) FOUNDATION SLAB: = 3"



C-I-P BOX CULVERT - FRONT VIEW & ENLARGED DETAILS

NOTE:
SEE SHEET STRUC-03
FOR SILT TRAP DETAILS

REVISION	DATE	BY	DESCRIPTION	DESIGN
				KTK
				KTK
				PRR
				DATE 02/2024

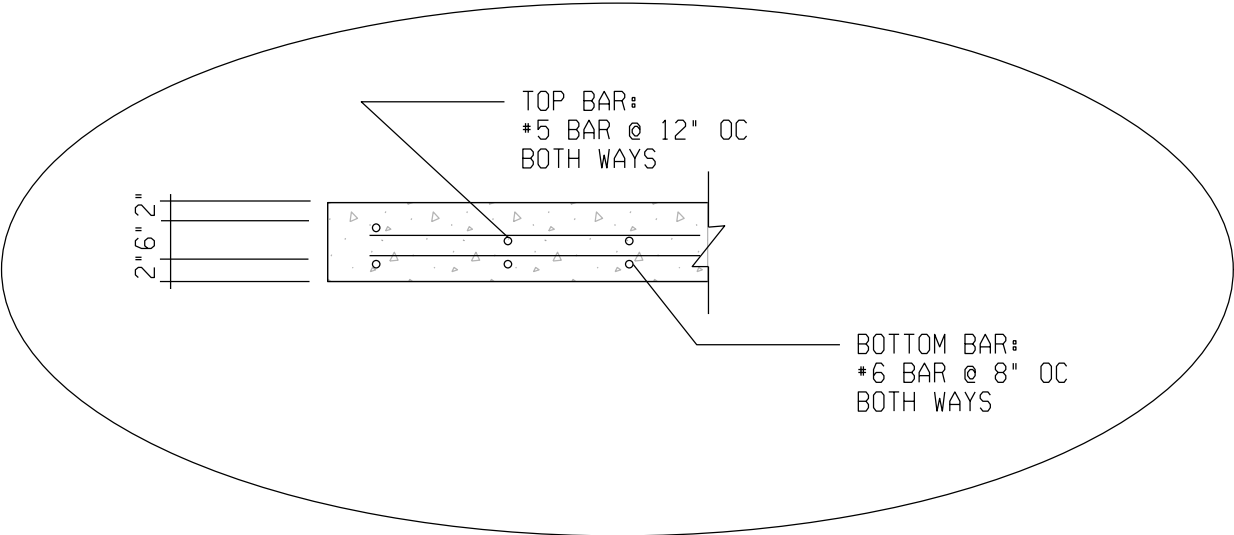
CAST-IN-PLACE (C-I-P) BOX CULVERT
STRUCTURAL PLAN & DETAILS 1

DAVIS COUNTY PUBLIC WORKS
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST



ESI ENGINEERING
CIVIL::STRUCTURAL::LAND SURVEY
4141 WEST 2100 SOUTH, SUITE 100
WEST VALLEY, UTAH 84120
TEL: (801) 263-1752

SHEET NO.	12
SHEET TYP.	STRUC-02
PROJ. NO.	21-105



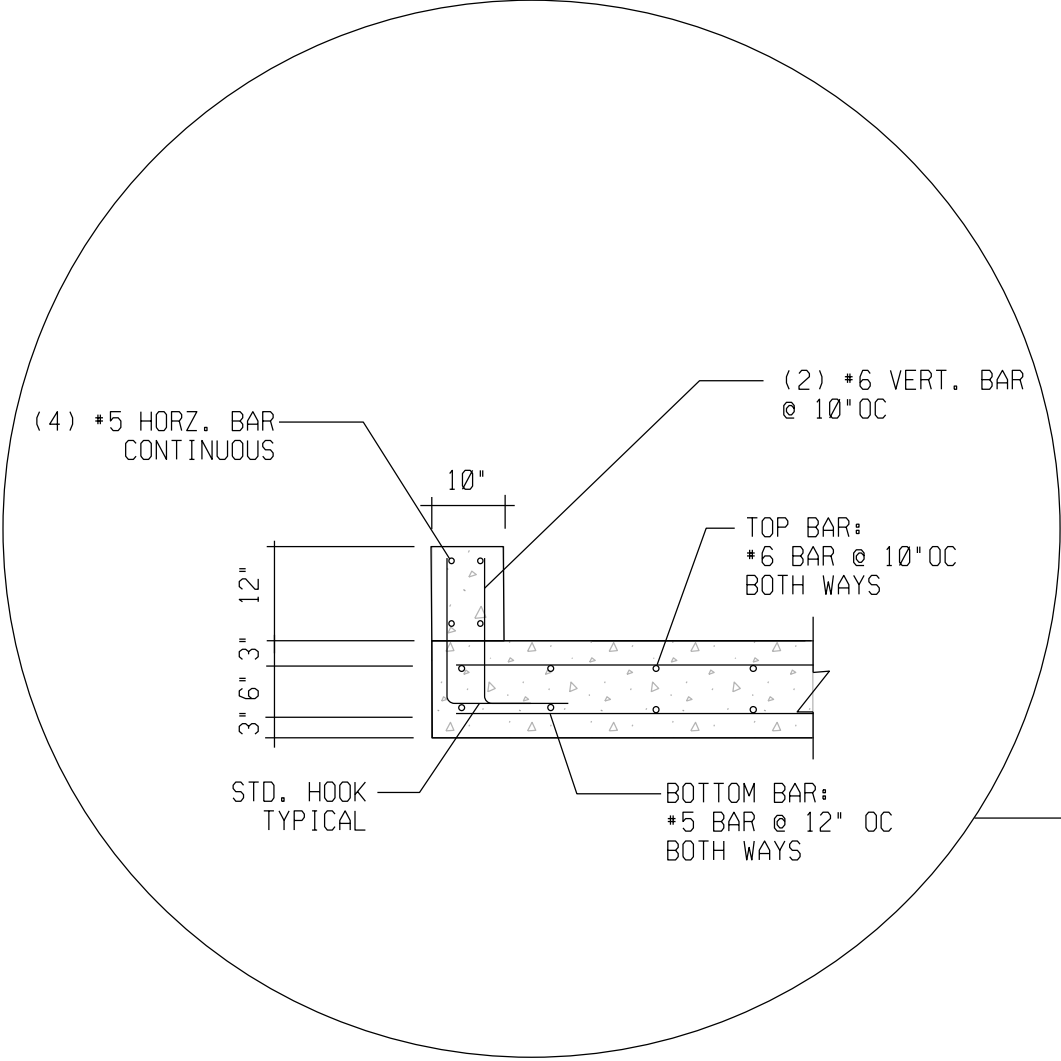
8" THICK COMPACTED
BASE COURSE (MIN.)

10" THICK TOP SLAB
BOTTOM BAR:
#6 @ 8" OC BOTH WAYS
TOP BAR:
#5 @ 12" OC BOTH WAYS
DOWELS: #6 @ 8" OC FROM WALL

10' - 0" MIN.

- REBAR COVER REQUIREMENTS:
- 1) TOP SLAB: = 2"
 - 2) BEAMS: = 2"
 - 3) WALLS: = 2"
 - 4) FOUNDATION SLAB: = 3"

SEE SHEET STRUC-04
FOR CONNECTION DETAILS



10"

4' - 0"

5' - 10"

12"

12" SILT TRAP

EXISTING BOX CULVERT

NOTE:
SEE SHEET STRUC-02
FOR STD. BOX DETAILS

12" THICK BOTTOM SLAB:
TOP BAR:
#6 @ 6" OC BOTH WAYS
BOTTOM BAR:
#5 @ 12" OC BOTH WAYS

MIN. 12" OF COMPACTED ENG.
FILL AT 95% ASTM D-1557

C-I-P BOX CULVERT WITH SILT TRAP - SIDE VIEW & ENLARGED DETAILS

REVISION	DATE	BY	DESCRIPTION	DESIGN
				KTK
				KTK
				PRR
				DATE 02/2024

CAST-IN-PLACE (C-I-P) BOX CULVERT
STRUCTURAL PLAN & DETAILS 2

DAVIS COUNTY PUBLIC WORKS
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST



ESI ENGINEERING
CIVIL::STRUCTURAL::LAND SURVEY
4141 WEST 2100 SOUTH, SUITE 100
WEST VALLEY, UTAH 84120
TEL: (801) 263-1752

SHEET NO.	13
SHEET TYP.	STRUC-03
PROJ. NO.	21-105

10" THICK TOP SLAB:
BOTTOM BAR:
#6 @ 8"OC BOTH WAYS
TOP BAR:
#5 @ 12"OC BOTH WAYS

EXISTING 10-FT X 3-FT BOX CULVERT.
DOWEL INTO TOP LID OF EXISTING CULVERT BOX
USING 36"LONG #6 BAR @ 8" OC WITH 8" EMBEDMENT
AND SIMPSON SET-XP EPOXY

24"X 36"OPENING FOR ACCESS LID

(2)#5 X 48" DIAGONAL
BAR AT 4 CORNERS

(2) ADDITIONAL #6 BAR FULL LENGTH
EACH SIDE OF OPENING

(2) ADDITIONAL #6 X 60" BAR

CONNECT EXISTING
SD PIPES TO NEW BOX.
FIELD VERIFY LOCATIONS
AND ELEVATIONS

DOWEL BAR:
#6 BAR @ 8"OC

FROM SIDE WALL 44"
TO TOP SLAB

NEW 10-FT X 3-FT PRECAST BOX CULVERT.
DOWEL INTO TOP LID OF NEW PRECAST CULVERT BOX
USING 36" LONG #6 BAR @ 8" OC WITH 8"EMBEDMENT
AND SIMPSON SET-XP EPOXY

10" THICK TOP SLAB
BOTTOM BAR:
#6 @ 10"OC BOTH WAYS
TOP BAR:
#5 @ 12"OC BOTH WAYS

10" THICK TOP SLAB:

BOTTOM BAR:
#6 @ 8"OC BOTH WAYS

TOP BAR:
#5 @ 12"OC BOTH WAYS
DOWELS: #6 @ 8"OC FROM WALL

EXISTING 10-FT X 3-FT BOX CULVERT.
DOWEL ALL NEW BAR INTO EX. CULVERT
BOX USING #6 X 36" BAR WITH 8"
EMBEDMENT AND SIMPSON SET-XP EPOXY.

(2) ADDITIONAL #5 BAR
EACH SIDE OF OPENING
EACH FACE

(2) ADDITIONAL #6 X 36"
BAR AT TOP & BOTTOM
EACH FACE

OPENING FOR INSTALLATION OF
EXISTING SD PIPES.
FIELD VERIFY LOCATIONS AND
ELEVATIONS.
SEAL OPENING WITH
GROUT AFTER INSTALLATION

REBAR COVER REQUIREMENTS:

- 1) TOP SLAB: = 2"
- 2) BEAMS: = 2"
- 3) WALLS: = 2"
- 4) FOUNDATION SLAB: = 3"

10" THICK SIDE WALL:

INSIDE FACE: OUTSIDE FACE:
#6 VERT. BAR #5 VERT. BAR
@ 10" OC @ 12" OC
#5 HORZ. BAR #4 HORZ. BAR
@ 10" OC @ 12" OC

8" THICK COMPACTED
BASE COURSE (MIN.)

NEW 10-FT X 3-FT BOX
CULVERT.
DOWEL ALL NEW BAR INTO
NEW CULVERT BOX USING
#6 X 36" BAR WITH 8"
EMBEDMENT AND SIMPSON
SET-XP EPOXY.

12" THICK BOTTOM SLAB:

TOP BAR:
#6 @ 10"OC BOTH WAYS

BOTTOM BAR:
#5 @ 12"OC BOTH WAYS

C-I-P BOX CULVERT - SIDE WALL / OPENING REINFORCING - SIDE VIEW

C-I-P BOX CULVERT - TOP SLAB / OPENING REINFORCING - PLAN VIEW

REVISION	DATE	BY	DESCRIPTION	DESIGN
				KTK
				KTK
				PRR
				DATE 02/2024

CAST-IN-PLACE (C-I-P) BOX CULVERT
STRUCTURAL PLAN & DETAILS 3

DAVIS COUNTY PUBLIC WORKS
DEUEL CREEK CHANNEL IMPROVEMENTS
400 SOUTH - 700 WEST TO 400 WEST



ESI ENGINEERING
CIVIL::STRUCTURAL::LAND SURVEY
4141 WEST 2100 SOUTH, SUITE 100
WEST VALLEY, UTAH 84120
TEL: (801) 263-1752

SHEET NO. 14
SHEET TYP. STRUC-04
PROJ. NO. 21-105

EXHIBIT A



1120 W 500 N, Centerville, UT 84014 | (801) 936-3533

To:	Davis County	Contact:	Adam Wright
Address:	Farmington	Phone:	
		Fax:	
Project Name:	Duel Creek Improvements Box	Bid Number:	
Project Location:	400 South 700 West To 400 West	Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization & Demobilization	1.00	LS	\$10,000.00	\$10,000.00
2	Site Prep / Dewatering	1.00	LS	\$13,900.00	\$13,900.00
3	Concrete Reinforcing Steel (Estimated Quantity)	15,000.00	LB	\$2.50	\$37,500.00
4	Cast-in-Place Concrete (Estimated Quantity)	100.00	CY	\$840.00	\$84,000.00

Bid Price Subtotal: \$145,400.00

Total Bid Price: \$145,400.00

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Your Company Name _____ Authorized Signature: _____ Estimator: Steve Rollins
---	--



Bowen Construction
1120 West 500 North
Centerville, UT 84014

Anticipated Project Schedule

Deuel Creek Box Culvert

Bowen Construction could start this project by the first of August if not a week earlier. We anticipated the project to take 3 weeks to complete.

August 3rd Mob

August 3rd - 7th Dewater site prep

August 4th – 25th Concrete Forming, Reinforcement, Placement

August 26th Demob

REQUEST FOR QUOTE (RFQ)

Project Name: Deuel Creek Channel Cast in Place Improvements 400 S – 700 W to 400 W

Date of Issuance: June 23, 2026

Proposal Submission Deadline: July 8, 2026

1. Project Overview

The Davis County Public Works Department] is requesting quotes for the construction of cast-in-place (CIP) concrete box culvert sections as part of an ongoing project. The project is located at 400 S, 700 W- 400 W. This is a project to enclose Deuel Creek along 400 S. Davis County Public Works is currently placing precast 10x3 box culverts in the channel and is in need of a contractor to install seven cast in place sections throughout the project.

Expected Start Date: August 1st 2026

2. Scope of Work

The selected contractor will provide all labor, materials, equipment, and supervision required to complete the installation.

- **Site Preparation:** Some ground prep may be required at each cast in place location.
- **Water Control:** Davis County will dewater the creek when flows are manageable. Some ground water dewatering may be required at each joint location.
- **Subgrade Prep:** Davis County will compact soil and install the aggregate bedding layer. Some minor smoothing and gravel fill/removal may be necessary.
- **Formwork & Rebar:** Furnish and install forms and steel reinforcement.
- **Concrete Placement:** Pour, vibrate, and cure the cast-in-place concrete.
- **Backfilling:** Backfill and compact surrounding soil to be done by the County.
- **Access Hatches:** Work with Centerville City to determine access hatch elevations so that they align with the future road widening project.
- **Concrete Apron Removal:** Concrete may need to be removed from existing culverts to prepare for the cast in-place sections.

- List of three references for similar CIP culvert projects.
- Qualifications of the project superintendent.

6. Contact & Inquiries

Direct all technical and administrative questions to:

- **Contact Person:** Adam Wright, Davis County Public Works Director
- **Email Address:** awright@co.davis.ut.us
- **Phone Number:** 801 444-2230

STANDARD SERVICE PROVIDER CONTRACT

This Standard Service Provider Contract (this “Contract”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and the following person or entity (the “Service Provider”):

The Service Provider:	Bowen Construction Co., Inc.	Contact Phone Number:	801-936-3533
Contact Person:	Steve Rollins	Contact Email:	SRollins@bowenco.com
Address:	1120 W. 500 N. Centerville, UT 84014	Type of Service:	Construction

WHEREAS, the County desires to obtain the services of a competent service provider to provide the contractual services under this Contract.

WHEREAS, the Service Provider, who has represented to the County that it is a competent and experienced service provider, desires to provide the contractual services under this Contract.

The parties therefore agree as follows:

1. Scope of Services. The Service Provider shall:

- 1.1. Construct cast-in-place (CIP) concrete box culvert sections as part of an ongoing project enclosing Deuel Creek at 400 South 700 W. to 400 W. in Centerville, Utah;
- 1.2. Install seven of nine CIP sections throughout the project with mobilization and materials detailed in Exhibit A; and project plans detailing the seven section; and
- 1.3. Complete the Service Provider’s obligations under this Contract on or before December 31, 2026.

2. Effectiveness; Date; Termination. This Contract will become effective when all parties have signed it. The date of this Contract will be the date this Contract is signed by the last party to sign it (as indicated by the date associated with that party’s signature).

3. Early Termination.

- 3.1. The County may terminate this Contract if annual appropriations, as part of the County’s annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that the County’s notice is effective under Section 8 of this Contract.
- 3.2. The County may terminate this Contract due to its dissatisfaction, determined solely in the County’s discretion, with the Service Provider’s services, which termination will be effective at midnight on the fifth day after the County’s notice is effective under Section 8 of this Contract.
- 3.3. The County may terminate this Contract for any reason, which termination will be effective at midnight on the 30th day after the County’s notice is effective under Section 8 of this Contract.
- 3.4. The County may terminate this Contract, which termination will be effective at the time the County’s notice is effective under Section 8, if:
 - 3.4.1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this Contract, or the policies of the County; and
 - 3.4.2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, the County, or otherwise.
- 3.5. Either party may terminate this Contract after a material breach of this Contract by the other party, which termination will be effective after the notice is effective under Section 8 of this Contract.
- 3.6. Either party may terminate this Contract if otherwise permitted by the terms of this Contract or if permitted by law or in equity, which termination will be effective after the notice is effective under Section 8 of this Contract, unless otherwise provided by the specific provision of this Contract, law, or in equity.

4. Compensation.

- 4.1. The County shall pay the Service Provider a sum not to exceed \$145,400.00, upon the Service Provider’s completion of its obligations under this Contract.
- 4.2. The County shall pay the Service Provider for the obligations that it completes under this Contract through the date of early termination, if this Contract is terminated early.
- 4.3. The County shall pay the Service Provider within 30 days after either Subsection 4.1 of this Contract or Subsection 4.2 of this Contract is satisfied, unless the parties agree, in writing, to alternative payment arrangements.
- 4.4. The Service Provider shall disclose its tax identification or Social Security number to the County before a payment will be made by the County to the Service Provider.

- 4.5. The Service Provider shall pay all federal, state, or local taxes, contributions, assessments, or fees, which may be based on, or become due and owing, as a result of payments made by the County to the Service Provider under this Contract.
- 4.6. The Service Provider shall pay any and all subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, utilities or otherwise to, or at the request of, the Service Provider and relating to this Contract.
- 4.7. The County may withhold payments from the Service Provider to protect the County from loss relating to:
 - 4.7.1. Defective services not timely remedied;
 - 4.7.2. Liens or claims filed or reasonable evidence of probable filing;
 - 4.7.3. The Service Provider's failure to promptly pay subcontractors, material providers, or any other individual who, or entity that, provides services, personnel, materials, equipment, utilities or otherwise to, or at the request of, the Service Provider and relating to this Contract;
 - 4.7.4. Damage to the County or another person, entity, or otherwise; or
 - 4.7.5. The Service Provider's failure to timely perform or to perform at all under this Contract.

5. Warranties.

- 5.1. The Service Provider warrants to the County that:
 - 5.1.1. All materials and equipment furnished under this Contract shall be:
 - 5.1.1.1. New, or if not new, then in good working order;
 - 5.1.1.2. Under manufacturer's warranty;
 - 5.1.1.3. Of reasonable quality; and
 - 5.1.1.4. Free from faults and defects; and
 - 5.1.2. All services performed under this Contract shall:
 - 5.1.2.1. Be of reasonable quality;
 - 5.1.2.2. Conform with reasonable industry standards; and
 - 5.1.2.3. Conform to codes, regulations, and laws.
- 5.2. The Service Provider shall correct or replace any materials or equipment that do not satisfy Subsection 5.1.1 of this Contract within 30 days after the County's notice is effective under Section 8 of this Contract.
- 5.3. The Service Provider shall correct any services performed that do not satisfy Subsection 5.1.2 of this Contract within 30 days after the County's notice is effective under Section 8 of this Contract.
- 5.4. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3 of the Utah Code, apply to this Contract, unless otherwise set forth in this Contract.
- 5.5. The Service Provider shall assign and deliver to the County all manufacturers' warranties relating to the materials and equipment furnished under this Contract as soon as reasonably possible, but in no event later than 10 days after this Contract terminates.

The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

6. Insurance. The Service Provider shall obtain and maintain the following types of insurance:

- 6.1. A valid occurrence form commercial general liability insurance policy, which covers contractual liability, with minimum limits as follows:
 - 6.1.1. Each occurrence - \$1,000,000.00;
 - 6.1.2. Damages to rented premises - \$100,000.00;
 - 6.1.3. Medical expense (Any one person) - \$5,000.00;
 - 6.1.4. Personal and advertising injury - \$1,000,000.00;
 - 6.1.5. General aggregate - \$2,000,000.00; and
 - 6.1.6. Products and completed operations aggregate - \$2,000,000.00;
- 6.2. A valid automobile liability insurance policy with a combined single minimum limit of \$1,000,000.00; and
- 6.3. A valid workers compensation and employers' liability insurance policy with minimum limits as required by Utah law (If any proprietor, partner, executive, officer, member, or other person is excluded from the workers compensation and employers' liability insurance policy, then the Service Provider shall provide the County with the applicable state issued waiver).

The County may request the Service Provider to provide the County with certificates of insurance or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide the County with the requested Certificates/Records within

three business days of the County's request, then the County may immediately terminate this Contract. If the Service Provider fails to have one or more of the insurances required by this Contract, then the County may immediately terminate this Contract. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.

- 7. Indemnification; Hold Harmless.** The Service Provider shall indemnify and hold harmless the County, and the County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Contract or the negligent, reckless, or willful acts or omissions of the Service Provider or the Service Provider's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Contract. The Service Provider's compliance with any provision of this Contract to obtain or maintain insurance shall not waive or limit the Service Provider's obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Contract.
- 8. Notices.** All notices under this Contract must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the parties at their respective addresses set forth below (or to such other address that may be designated by a party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>The County</u>		<u>The Service Provider</u>
Davis County Attn: Purchasing Manager PO Box 618 Farmington, UT 84025	<u>With a copy to:</u> Davis County Attn: Attorney's Office, Civil Division PO Box 618 Farmington, UT 84025	Bowen Construction Co., Inc. Attn: Steve Rollins 1120 W. 500 N. Centerville, UT 84014

- 9. Independent Contractor.** The Service Provider shall perform this Contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of the County. The Service Provider further acknowledges that neither the Service Provider nor its representatives have any right to or will be provided with any of the County's benefits.
- 10. Protecting Personal Identifying Information.** The Service Provider acknowledges that it is subject to, and the Service Provider agrees to comply with, the requirements of Utah's Government Data Privacy Act (the "GDPA") to the same extent as required of the County with regard to any "personal data," as defined in the GDPA ("Personal Data"), obtained, accessed, or "processed," as defined in the GDPA ("Processed"), by the Service Provider, including the Service Provider's employees, agents, and subcontractors, as part of the Service Provider's duties under this Contract. This acknowledgement and agreement by the Service Provider in this section includes, but is not limited to, the Service Provider:
 - 10.1. Obtaining, accessing, and "processing," as defined in the GDPA, only the minimum amount of Personal Data reasonably necessary for the Service Provider, including the Service Provider's employees, agents, and subcontractors, to perform its obligations under this Contract;
 - 10.2. Not selling Personal Data obtained, accessed, or Processed under this Contract unless expressly required by law; and
 - 10.3. Not sharing Personal Data obtained, accessed, or Processed under this Contract unless permitted by law.
- 11. Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Contract, any attachments to this Contract, and any other documents referenced in this Contract or incorporated into this Contract by reference: 1) this Contract; 2) any attachments to this Contract; and 3) any other documents referenced in this Contract or incorporated into this Contract by reference.
- 12. Assignment Restricted.** This Contract may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Contract that is in violation of this section is void.
- 13. Waiver.** A right, remedy, power, privilege or otherwise under this Contract is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
- 14. Entire Contract.** This Contract, including all attachments, if any, and any other documents referenced in this Contract or incorporated into this Contract by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Contract. Unless otherwise set forth in this Contract, this Contract supersedes all

prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Contract.

- 15. Amendment.** This Contract may only be amended by a written instrument that is signed by authorized representatives of the parties. Any purported amendment of this Contract that is in violation of this section is void.
- 16. Governing Law; Exclusive Jurisdiction.** This Contract is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Contract, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 17. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Contract is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Contract that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 18. Counterparts; Digital Signatures; Electronically Transmitted Signatures.** If the parties sign this Contract in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one contract. If one or more of the parties digitally sign this Contract or if one or more of the parties electronically transmit this Contract with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

Each party is signing this Contract on the date below the party's signature.

DAVIS COUNTY By: _____ Bob J Stevenson, Chair Davis County Board of County Commissioners Date: _____ ATTEST: _____ Brian McKenzie Davis County Clerk Date: _____	BOWEN CONSTRUCTION CO., INC. By: <u>Steve Rollins</u> Print Name: Steve Rollins _____ Title: Project Manager _____ Date: 8/4/2026 _____

PROJECT PROPOSAL

DEUEL CREEK CHANNEL CAST IN PLACE IMPROVEMENTS 400 S – 700 W TO 400 W

BRIDGE WORKS LLC

1439 S 1299 W #2

Marriott-Slaterville, UT 84404

JULY 8, 2026



PROJECT PROPOSAL OVERVIEW

Bridge Works is a Utah-based construction company focused on excavation, utility, concrete, and civil construction work throughout Northern Utah. Led by owner and president Robert Bridge, Bridge Works brings hands-on field experience, practical problem-solving, and a commitment to quality work on every project.

This proposal is for the cast-in-place concrete box culvert sections associated with the Deuel Creek Channel Improvements project along 400 South in Centerville, Utah. Bridge Works is prepared to support Davis County and Centerville City with a practical, well-coordinated approach to completing this portion of the project.

PRICING SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY.	UNIT PRICE	TOTAL PRICE
1.0	Mobilization & Demobilization	LS	1	\$37,250.00	\$37,250.00
2.0	Site Prep / Dewatering	LS	1	\$83,850.00	\$83,850.00
3.0	Concrete Reinforcing Steel	LB	86,266	\$4.89	\$421,840.74
4.0	Cast-in-Place Concrete	CY	290	\$1,885.00	\$546,650.00
TOTAL PROJECT COST					\$1,089,590.74

ANTICIPATED PROJECT SCHEDULE

Bridge Works anticipates beginning work on or around August 1, 2026, pending notice to proceed, material availability, and coordination with Davis County. The project is expected to take approximately **10 to 12 weeks**, with final completion anticipated in mid to late October 2026.

PHASE	ESTIMATED TIMING	ANTICIPATED WORK
Preconstruction / Coordination	Week 1	Review plans, confirm sequencing, prepare submittals, order materials, and coordinate access hatch elevations with Davis County and Centerville City.
Mobilization	Week 1	Mobilize crew, equipment, tools, forming materials, reinforcing steel, pumps, and supplies to the project area.
Site Prep / Dewatering	Weeks 1 to 2, then as needed	Complete minor site prep, localized dewatering, gravel adjustments, temporary sumps, and concrete apron removal as needed at each cast-in-place section.
Cast-in-Place Construction	Weeks 2 to 10	Construct the seven cast-in-place culvert sections, including formwork, reinforcing steel installation, concrete placement, vibrating, curing, stripping, and patching.
Section Pour Sequence	Ongoing	Each section is anticipated to be completed in three primary pours: bottom slab, walls, and top slab.
Connections / Finishing Work	Weeks 8 to 11	Complete connections to existing or precast box culverts, install sleeves and embedded items, grout penetrations, patch tie holes, seal joints, and complete cleanup by section.
Final Cleanup / Demobilization	Weeks 11 to 12	Remove temporary materials, clean up work areas, complete punch-list items, and demobilize equipment and crew.

Schedule Note: This schedule is anticipated and may vary based on weather, inspection timing, groundwater conditions, material availability, and coordination with Davis County and Centerville City.

REFERENCES FOR SIMILAR CIP CULVERT PROJECTS

Project: I-80 Pipe Relining and Cast-in-Place Drainage Repairs

Location: I-80, Mile Marker 163–91, Echo to Grantsville, Utah

Completed while with: UDOT

Robert Bridge completed a series of pipe relining projects along I-80 while working with Whitaker Construction, including drainage culverts running beneath both eastbound and westbound lanes. The work included removing and resetting multiple manholes to access and reline the culverts, along with casting back sections and manholes as needed.

Reference Contact:

Jeff Bott

Lead Superintendent

801-381-0484

Project: Indian Ridge POA Water Crossing Improvements

Location: Indianola, Utah

Completed while with: Indian Ridge Property Owners Association

Robert Bridge completed several cast-in-place water crossing structures over seasonal creeks and drainage areas for Indian Ridge POA. Following a large wildfire in the area, increased runoff and flash flooding created ongoing road washout concerns. The project helped maintain road access and improve drainage resilience through key creek and water crossing areas.

Reference Contact:

Cody Dennis

POA Board Member, Special Projects

801-719-0342

Project: Bear Lake Rest Stop Remodel and Cheney Creek Piping

Location: Bear Lake, Utah

Completed while with: State of Utah

Robert Bridge performed work on a rest stop remodel project near Bear Lake, including parking lot expansion and piping of Cheney Creek, which feeds into Bear Lake. The creek piping portion included two cast-in-place culvert tie-ins as part of the drainage improvements.

Reference Contact:

Brock McMullin

Project Manager

435-770-6299

QUALIFICATIONS OF THE PROJECT SUPERINTENDENT

ROBERT BRIDGE

Robert Bridge will serve as superintendent for this project. Robert is a licensed Utah contractor with more than 15 years of experience in excavation, utilities, concrete, and heavy civil construction. His background includes managing crews, coordinating equipment and materials, overseeing schedules, and delivering utility and infrastructure work throughout Northern Utah.

LICENSES & CERTIFICATIONS

- Utah E100 General Engineering Contractor's License
- Utah B100 General Building Contractor's License
- Class A unrestricted CDL with tanker, doubles/triples, and hazmat endorsements
- OSHA 10 Certification
- OSHA Confined Spaces Certification

RELEVANT EXPERIENCE

- Owner and general contractor of Bridge Construction, managing utility, excavation, concrete, sewer, waterline, and infrastructure projects throughout Northern Utah.
- Scaled Bridge Construction to approximately \$8M in revenue from March 2025 to July 2026.
- Oversaw the installation of 8,000+ meter pits for Pineview Water Systems, Weber Basin Water Conservancy District, and Centerville Deuel Creek Irrigation Company.
- Managed multidisciplinary crews of 30+ employees and subcontractors, including install crews, excavation teams, logistics, procurement, and project coordination.
- Contributed to major heavy civil work with Whitaker Construction, including UDOT sewer work and CIPP culvert relining beneath I-80.
- Previously served as superintendent with Sundown Construction, leading utility, trenching, directional drilling, pipeline replacement, concrete, asphalt, and equipment-heavy civil projects.
- Supported subdivision, commercial land development, and Utah state facility projects with Landmark Companies, including utility installation and concrete work.
- Strong background in field problem-solving, quality control, safety compliance, equipment operation, and schedule management.



An Assurex Global Partner

July 7, 2026

RE: Bridge Works LLC

To whom it may concern:

The purpose of this letter is to inform you of our positive relationship with Bridge Works LLC. Their current surety, Swiss Re Corporate Solutions America Insurance Corporation, is U.S. Treasury listed, and has an A rating with A.M. Best Company. Bridge Works LLC has an approximate \$5,000,000 single and \$10,000,000 aggregate project limit bonding program.

This letter is not to be construed as an agreement to provide bonds, but is offered as an indication of our past experience and confidence in this form. Any specific bond will be underwritten on its own merit and is subject to bond forms and contract agreements being acceptable to both our principal and the surety.

Please feel free to call with any questions you may have.

Sincerely,

Michael Zahn, CIC
Sales Executive - Surety
(801) 715-7039

Moreton & Company
Utah

P.O. Box 58139, Salt Lake City,
Utah 84158-0139

101 South 200 East, Suite 300
Salt Lake City, UT 84111

Phone: 801-531-1234

Fax: 801-531-6117

www.moreton.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/26

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bruce Jones c/o FBL Financial Group Inc. 3006 North Main North Logan, UT 84341-1530	CONTACT NAME: Bruce Jones PHONE (A/C, No, Ext): (435) 752-3233 E-MAIL ADDRESS: bruce.s.jones@fbfs.com FAX (A/C, No): (435) 752-3225																					
INSURED BRIDGE WORKS, LLC 830 W 1500 S, UNIT 6-1 WOODS CROSS, UT 84087	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Farm Bureau Property & Casualty Insurance Company</td><td>13773</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Farm Bureau Property & Casualty Insurance Company	13773	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Farm Bureau Property & Casualty Insurance Company	13773																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☐	☐	CPP3001132	04/03/2026	04/03/2027	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 600,000 PRODUCTS - COMP/OP AGG \$ 600,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	☐	☐				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N	☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

DOPL 160 E 300 S PO BOX 146741 SALT LAKE CITY , UT 84114-6741	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jon Swartz, Underwriting Vice President
--	--



Estimate

England Construction
PO Box 640
Tooele, UT 84074
435-840-1191
www.EnglandConstructionllc.com
dustin@EnglandConstructionllc.com

Job Name & Location:
Davis County
Deuel Creek box culvert

Bill To:
Davis County

Item	Scope: Labor and material to supply and place cast in place box culvert per drawings by ESI	Quantity	Unit Price	Price
1	Mobilization	1	\$ 25,000.00	\$25,000.00
2	Site Prep and Dewatering (less than 50gpm as needed, minor fine grading of existing material to be within 1/2"	1	\$ 23,874.00	\$23,874.00
3	Reinforcing Steel per lb (estimated QTY)	69830	\$ 1.58	\$110,331.40
4	Concrete per CY cast in place box culvert	356	\$ 1,055.00	\$375,580.00
	Pricing provided is an estimate per scope of work, any demolition, saw cutting, landscape, concrete, asphalt, or utility repairs by others. All precast box culvert, base material, grading, backfill, trucking, and disposal by others			
Exclusions	Unless explicitly included in the above proposed line items, others to provide stamped drawings, permits, any necessary testing or inspections, building fees, surveying, SWPPP Maintenance and inspections, temp fence, site security and access, and other furnishings not expressly implied in the above mentioned scope of work. Excludes any landscape, utility, asphalt or concrete paving, or irrigation and utility connections and repairs. Excludes winter conditions and heating. All necessary power, water, and sanitary facilities provided by owner.			
Terms	Monthly progress payments and NET 10 from invoice date.			
Signed				
Acceptance				
Total		1		\$534,785.40

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Sheriff's Office
Presenter: Arnold Butcher, Chief Deputy
Agenda Item: Approval of a Memorandum of Understanding between Davis County and the Utah Department of Public Safety for Automatic License Plate Recognition Sharing Governmental Entities for Sharing Information for Law Enforcement Purposes

Vendor/Customer Name: Utah Department of Public Safety	Purchase Type: N/A	Procurement Method: N/A
--	------------------------------	-----------------------------------

Financial Information:

- Type: Pass-Through
- Amount: N/A

Terms:

- Beginning Date: The MOU will Commence on the Date that it is Executed by the Agency Party
- Ending Date: 5 years After it is Signed by the Agency

Additional Financial Terms: N/A

Attachments:

1. MOU_Lic Plate Recognition_Records Sharing Agmt

2026-778

Submitted by: Susan Williams, Office Manager II
Requested meeting date: 8/11/2026

MEMORANDUM OF UNDERSTANDING
of
Automatic License Plate Recognition Sharing
Governmental Entities
for
SHARING INFORMATION FOR LAW ENFORCEMENT PURPOSES

I. OVERVIEW

a. Background:

Automatic License Plate Recognition (ALPR) systems utilize specialized cameras to capture images of a passing vehicle and the license plate. The image of the license plate is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against a designated informational data file, also known as a "Hot List". This system is only used by law enforcement as authorized by Utah Code § 41-6a-2003, for example, part of an active criminal investigation, to apprehend an individual with an outstanding warrant, to locate a missing or endangered person, or to locate a stolen vehicle.

ALPR cameras may be mobile (mounted on vehicles) or placed in fixed positions such as freeway overpasses or traffic signals. ALPR systems have all the necessary equipment to scan license plates, notify the user of a license plate hit, and upload the "Plate Data" information into a secure "ALPR Repository" for retention, research, and authorized law enforcement use.

b. Purpose and Scope:

All governmental entities entering into this MOU are hereinafter collectively referred to as "Agency Parties." Realizing the increase in public safety, crime prevention and detection gained by sharing Information, Agency Parties seek to share Plate Data and Hot List information with each governmental entity executing a duplicate of this MOU. The protocols and systems to securely connect these informational sources will be approved by agency ALPR Administrators.

This MOU outlines conditions under which the Agency Parties will share and use Plate Data and Hot List information. Agency Parties agree that information will be shared with law enforcement entities serving Utah who enter this MOU for their agency.

II. AUTHORIZED RELEASE OF INFORMATION

a. Sharing of Information:

Agency Parties authorize the sharing of ALPR-generated Plate Data and Hot List information residing in their respective data networks with other Agency Parties, as permitted by law. An agency that chooses to limit the information fields to be shared with Agency Parties is responsible for technical steps necessary to ensure that the selected information is not available for data exchange.

Each government entity agrees that this MOU serves as a memorandum of understanding as allowed in 41-6a-2005(4) for other government entities executing this MOU and that Agency Parties may access ALPR or plate data of participating agencies as authorized by law. Upon request, participating agencies may receive a list of all governmental entities participating in the sharing of ALPR data under this MOU.

b. Limitation on Information Access:

Access to Plate Data and Hot List information is restricted to legitimate law enforcement purposes. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access any other Agency Party's Plate Data and Hot List information. Each Agency Party shall ensure that its Authorized Users comply with these restrictions.

c. Liability:

Each Agency Party is solely responsible for any and all claims against it (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOU, including the use or alleged or actual misuse of Plate Data and Hot List information by that agency, its officers, agents or employees.

Agency Parties, as governmental entities under the Governmental Immunity Act of Utah (Utah Code Ann. § 63G-7-101, *et seq.* as amended) (the "GIA"), retain all defenses and liability limits provided by the GIA. Consistent with the terms of the GIA, and as provided therein, it is mutually agreed that each entity is responsible and liable for its own wrongful or negligent acts, which are committed by its agents, officials, or employees. No Agency Party waives any protections or defenses otherwise available under the GIA, nor does any Party waive any limits of liability currently provided by the GIA. Nothing in this MOU shall be construed as an assumption of any duty for the benefit of any third party.

III. INFORMATION OWNERSHIP

a. Ownership and Data Management:

Each Agency Party retains ownership and control of all information in its ALPR Repository. Each Agency Party is responsible for creating, updating, and deleting records in its ALPR Repository according to its own written policies and state law. Each Agency Party shall use reasonable efforts to ensure the completeness and accuracy of its data.

b. Release of Information:

Agency Parties and Authorized Users shall release or make available information accessed from an ALPR Repository only to persons or entities authorized to receive ALPR information.

c. Unauthorized Requests:

If an Agency Party receives a request for information contained in an ALPR Repository by anyone who is not authorized to receive information from the ALPR Repository, that Agency Party shall refer the requester to the law enforcement agency that originated the information requested ("Source Agency").

d. Public Record Requests, Subpoenas and Court Orders:

An Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in an ALPR Repository not authored by or originated by that agency shall respond in accordance with applicable law to the Legal Request, and shall promptly provide a copy of the Legal Request to the Source Agency.

IV. ACCURACY OF INFORMATION

a. Accuracy of Information:

Each Agency Party agrees shall use reasonable efforts to ensure that Plate Data and Hot List information in its ALPR Repository is accurate and complete. Agency Parties shall participate in periodic testing sessions to validate and ensure that their information is accurate. It shall be the responsibility of the Agency Parties requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.

b. Timeliness of Hot List Data:

Each Agency Party shall determine the frequency with which its Hot List Data will be refreshed. Since changes or additions to Hot List Data are not updated on a real-time basis, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency Party's data. Agency Parties shall not store shared Hot List Data on any system for more than a 24 hour period without refreshing it.

c. Hold Harmless:

To the extent permitted by law, each Agency Party agrees to hold the other Agency Party harmless from any claims, damages, or liabilities arising from the use of any information in an ALPR Repository, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed, except in cases of willful misconduct or gross negligence by the Source Agency. This hold harmless provision is subject to the protections and liability limits of the GIA.

V. USER ACCESS

a. Login Application Process:

Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.

b. Login Assignment:

Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Authorized Users may be assigned to access groups with varying levels of data access rights, determined by the sensitivity and restrictions of the information.

c. Termination of Logins:

Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this MOU, or are denied access by the Agency System Administrator for any other reason.

d. Intended Use:

Each Authorized User agrees that Plate Data and Hot List information and the networking resources are to be used solely for law enforcement purposes only and consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purposes. Under this MOU, automatic license plate reader systems may only be used for purposes authorized under Utah Code.

e. Restrictions on Use of Logins: An Authorized User shall not access information in an ALPR Repository by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.

f. Transaction Logging and Auditing:

Each transaction on an ALPR Repository is to be logged, and an audit trail created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes only. This information shall be recorded and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of five years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time, in accordance with applicable law. The logs must contain the number of times a search of captured license plate data is conducted, the crime type, and incident number associated with each search of captured license plate data.

g. Written Policy Requirement:

Under this MOU, each Agency Party must agree to have a written policy regarding the use, management, and auditing of the automatic license plate reader system; posted and publicly available on the appropriate city, county, or state website; or posted on the Utah Public Notice Website if the law enforcement agency does not have access to a website.

VI. PROTECTION OF INFORMATION

a. Information Protection:

Information in an ALPR Repository are classified as protected records under the Utah Government Records Access and Management Act (Utah Code 63G-2-101 et seq., "GRAMA") and are not subject to public disclosure, except as otherwise required by law. Only Authorized Users are allowed to view and use the information in an ALPR Repository. Agency Parties shall maintain the confidentiality of ALPR data and implement safeguards to prevent unauthorized access or disclosure.

b. Request for ALPR Data by a Non-Law Enforcement Entity:

An Authorized User who receives a request from a non-law enforcement entity for information in an ALPR Repository shall not release that information, but may refer the requester to the Source Agency.

c. External Law Enforcement Requests:

An Authorized User who receives a request from a non-Agency Party law enforcement agency may provide assistance to that agency in accordance with the Agency Party's written policies and other applicable laws. Any disclosure shall be limited to purposes authorized by Utah Code § 41-6a-2003.

d. Retention and Destruction of Records: Agency Parties shall determine a schedule for record retention and deletion in accordance with state law and its written policies. Shared Hot List data shall not be stored for more than 24 hours without refreshing, as specified in Section IV(b).

VII. SYSTEM ACCESS

a. Network Access:

Access to Plate Data and Hot List information will be provided by a private network maintained by a secure network configuration or other such method that is mutually acceptable to the Agency Parties.

b. System Availability:

ALPR Repositories shall operate 24-hours a day, 7 days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII. MOU TERMS

a. Term:

This MOU will commence on the date that it is executed by the Agency Party. It will terminate according to Section IX.

b. Amendments:

Any change in the terms of this MOU shall be incorporated into this MOU by a written amendment properly executed and signed by the person authorized to bind the Agency Parties.

c. Controlling Law and Venue:

Any dispute that arises under or relates to this MOU (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in which the defendant is located and shall be governed by Utah laws.

d. Severability:

If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

e. Entire Agreement:

This MOU constitutes the entire agreement between the Agency Parties regarding ALPR data sharing and supersedes all prior ALRP MOU's or agreements between the Agency Parties.

IX. TERMINATION

An Agency Party may terminate their participation in this MOU or any part hereof upon giving the other Agency Parties at least thirty (30) days' written notice prior to the effective date of such termination, which date shall be specified in such notice. This MOU expires 5 years after it is signed by agency and may be renewed by consent of the parties in writing. Upon termination or expiration, the terminating Agency Party shall cease sharing and accessing ALPR data under this MOU and comply with data retention and destruction requirements per applicable law.

X. EXECUTION OF AGREEMENT

By executing this MOU, each Agency Party acknowledges that it has received a copy of this MOU and will comply with its terms and conditions. The person executing this MOU certifies that the person is authorized by their agency to execute this MOU and bind its agency to the terms herein. This MOU may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Utah Department of Public Safety

Signed Date:

Beau Mason, Commissioner

Utah Department of Public Safety

The original MOU has been approved by the Commissioner of Public Safety, Deputy Commissioner, legal counsel of the SIAC, and the director of the SIAC on May 4, 2023. This MOU may be duplicated without changes and approved by the Division Director. Amendments to this MOU may be requested and may be made upon approval in writing, but will require approval of legal counsel and the DPS Commissioner's office.

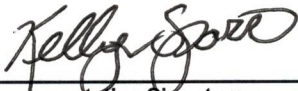
Utah Department of Public Safety

Signed Date:

Hanna Bennett, Director

Statewide Information and Analysis Center

Agency Info



Agency representative Signature

Signed Date:

Name Kelly V. Sparks

Title Sheriff

Agency Davis County Sheriff's Office

Approved as to form and compliance with applicable law

Signature Date:

Name

Title

DAVIS COUNTY, UTAH
Davis County Board of County Commissioners
(Signature Page)

Contract Name:	Memorandum of Understanding: Automatic License Plate Recognition Sharing Governmental Entities for Sharing Information for Law Enforcement Purposes
Contract Party:	Utah Department of Public Safety; other Agencies party to the MOU
Contract Description:	A Memorandum of Understanding, in accordance with Utah Code § 41-6a-2005(4), to allow governmental entities to share collected Automatic License Plate Recognition data for law enforcement purposes as authorized by § 41-6a-2003, and only as permitted by law.

DAVIS COUNTY

Bob J Stevenson, Chair
Davis County Board of County Commissioners
Date: _____

ATTEST:

Brian McKenzie
Davis County Clerk
Date: _____

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Sheriff's Office
Presenter: Arnold Butcher, Chief Deputy
Agenda Item: Approval of a Resolution of Davis County Approving an Interlocal Cooperation Agreement for Fire Services Between Davis County and North Davis Fire District

Vendor/Customer Name:	Purchase Type:	Procurement Method:
North Davis Fire District	N/A	N/A

Financial Information:

- Type: Payable
- Amount: \$50,656.00

Terms:

- Beginning Date: 07/01/2026
- Ending Date: 06/30/2029

Additional Financial Terms:

- GL Account Number: 1020229-540274
- Davis County Match: N/A
- Additional Financial Information: N/A

Attachments:

1. Resolution and Interlocal Cooperation Agreement for Fire Services Between Davis County and North Davis Fire District (1)

RES 2026-26

Submitted by: Susan Williams, Office Manager II
Requested meeting date: 8/11/2026

RESOLUTION 2026-_____

**A RESOLUTION OF DAVIS COUNTY, UTAH, APPROVING AN INTERLOCAL
COOPERATION AGREEMENT FOR FIRE SERVICES BETWEEN DAVIS COUNTY
AND NORTH DAVIS FIRE DISTRICT**

WHEREAS, Davis County (the “County”) desires to enter into an *Interlocal Cooperation Agreement for Fire Services* (the “Agreement”), which Agreement is attached to this Resolution as Exhibit A; and

WHEREAS, North Davis Fire District (the “District”) desires to enter into the Agreement:

WHEREAS, the District adopted and executed Resolution 2026R-15 *A Resolution of the North Davis Fire District Approving an Interlocal Cooperation Agreement Regarding Fire Services Between Davis County and the North Davis Fire District* (the “District Resolution”) in connection with the Agreement, which is attached to this resolution as Exhibit B; and

WHEREAS, the County and the District are authorized to enter into the Agreement, pursuant to Utah’s Interlocal Cooperation Act codified at Title 11, Chapter 13 of the Utah Code (the “Act”), Subsections 11-7-1(2)(c) and (2)(d) of the Utah Code, and Subsection 65A-8-202(4) of the Utah Code.

NOW, THEREFORE, BE IT RESOLVED, by the legislative body of Davis County, Utah, as follows:

1. The Agreement is approved by the legislative body of Davis County, Utah; and
2. The effective date of the Agreement shall be on the soonest date that all of the provisions of the Act have been satisfied in order to trigger the effective date of the Agreement; and
3. This Resolution shall become effective immediately upon its adoption.

This Resolution was duly PASSED, ADOPTED, and/or APPROVED this _____ day of August, 2026, with Commissioners Bob J Stevenson _____, Lorene Miner Kamalu _____, and John Crofts _____, all voting as documented herein.

DAVIS COUNTY

ATTEST:

Bob J Stevenson
Chair, Board of Davis County Commissioners

Brian McKenzie
Davis County Clerk

Exhibit A

(Interlocal Cooperation Agreement for Fire Services -
9 Pages, including 5-Page Agreement and 4-Page Attachment 1)

INTERLOCAL COOPERATION AGREEMENT FOR FIRE SERVICES

This Interlocal Cooperation Agreement for Fire Services (this "Agreement") is between Davis County, a body corporate and politic and a political subdivision of the State of Utah (the "County"), and North Davis Fire District, a body corporate and politic and a political subdivision of the State of Utah (the "District"), each individually a "Party" and collectively the "Parties."

WHEREAS, the Parties are authorized to enter into this Agreement, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the "Act"), Subsections 11-7-1(2)(c) and (2)(d) of the Utah Code (2017), and Subsection 65A-8-202(4) of the Utah Code (2017);

WHEREAS, the County desires to contract with the District to receive fire services from the District as set forth in this Agreement; and

WHEREAS, the District desires to contract with the County to furnish fire services to the County as set forth in this Agreement.

Now, therefore, the Parties mutually agree as follows:

1. Purposes. The purposes of this Agreement include, but are not limited to, the following:

1.1. To memorialize the agreement between the District and the County relating:

- 1.1.1. primarily to fire services for the properties identified in Attachment 1 to this Agreement, which is incorporated into this Agreement by this reference (the "Unincorporated Fire Service Area"); and
- 1.1.2. secondarily to fire services outside of the Unincorporated Fire Service Area in situations and under circumstances such as those contemplated by Subsections 2.1.1, 2.1.6, and 2.5 of this Agreement;

1.2. To set forth in detail the extent of the fire services to be afforded by the District to the County under this Agreement; and

1.3. To set forth in detail the amount and method of payment to be made by the County to the District for the fire services under this Agreement.

2. Services.

2.1. *Fire Services.* The District agrees to provide the same fire services for the Unincorporated Fire Service Area as it provides to properties within the District's boundaries. In addition to the first sentence of this subsection, but only in the event the District is not required by the first sentence of this subsection to perform such fire services, the District further agrees to satisfy the County's fire duties governed by the following laws and agreements primarily for the Unincorporated Fire Service Area:

- 2.1.1. Subsection 11-7-1(1)(a) of the Utah Code (2017), as amended, requiring the County to provide adequate fire protection within the County's territorial limits;
- 2.1.2. Subsection 11-7-1(1)(b) of the Utah Code (2017), as amended, requiring the County to cooperate with all contiguous counties, municipal corporations, private corporations, fire districts, state agencies, or federal governmental agencies to maintain adequate fire protection within their territorial limits;
- 2.1.3. Subsection 17-72-301(1)(m) of the Utah Code (2026), as amended, requiring the County to extinguish fires occurring in the undergrowth, trees, or wooded areas on the public land within Davis County;
- 2.1.4. Section 53-7-210 of the Utah Code (2001), as amended, requiring the County to, among other duties, investigate the cause, origin, and circumstances of each fire occurring in the County's jurisdiction when property has been destroyed or damaged;
- 2.1.5. Subsection 53-7-211(2) of the Utah Code (2025), as amended, requiring the County fire chief or fire marshal to cooperate in every possible way with the state fire marshal, the state fire marshal's deputy, and the state fire marshal's representative to further the purpose of the investigation;

- 2.1.6. Subsection 65A-8-202(1) of the Utah Code (2017), as amended, requiring the County to abate the public nuisance caused by wildfire on unincorporated, privately owned or County owned forest, range, watershed, and wildland urban interface lands within the County's boundaries;
 - 2.1.7. Subsection 65A-8-202(3)(a) of the Utah Code (2017), as amended, requiring the County to reduce the risk of wildfire to unincorporated, privately owned or county owned forest, range, watershed, and wildland urban interface land within the county's boundaries, with private landowner permission, through appropriate wildfire prevention, preparedness, and mitigation actions;
 - 2.1.8. Subsection 65A-8-202(3)(b) of the Utah Code (2017), as amended, requiring the County to ensure effective wildfire initial attack on unincorporated privately owned and County owned forest, range, watershed, and wildland urban interface land within the County's boundaries; and
 - 2.1.9. cooperative or mutual aid agreements between the County and contiguous counties, municipal corporations, private corporates, fire districts, state agencies, or federal governmental agencies to perform fire services within their territorial limits, including, but not limited to, the current cooperative agreement between the County and the Utah Division of Forestry, Fire and State Lands ("FFSL").
- 2.2. *Clarifications and Exclusions.* Notwithstanding anything in this Agreement to the contrary, the Parties agree as follows regarding the unincorporated areas of Davis County:
- 2.2.1. the District shall perform fire services under this Agreement, but outside of the Unincorporated Fire Service Area, in situations and under circumstances such as those contemplated by Subsections 2.1.2, 2.1.9, or 2.5 of this Agreement; and
 - 2.2.2. the District is not authorized to perform, and shall not perform, any services under this agreement:
 - 2.2.2.1. governed by Section 53-7-209 of the Utah Code (2011), as amended;
 - 2.2.2.2. relating to fire inspections of businesses;
 - 2.2.2.3. relating to building permits, including, but not limited to, fire inspections, fire plan reviews, and fire code enforcement; or
 - 2.2.2.4. relating to burn permits.
- 2.3. *Changes to the Unincorporated Fire Service Area.*
- 2.3.1. The County and the District acknowledge and agree that during the term of this Agreement the properties identified in Attachment 1 to this Agreement may change for several possible reasons, including, but not limited to, because one or more properties is annexed to the District or an adjacent or nearby municipality or fire district.
 - 2.3.2. The County, at least annually and with the reasonable assistance of the District, shall amend the properties identified in Attachment 1 to this Agreement, but only if changes to the Unincorporated Fire Service Area have recently taken place and are not accounted for under the most current version of Attachment 1 to this Agreement.
 - 2.3.3. In conjunction with the County's actions under Subsection 2.3.2 of this Agreement, the County shall, with the reasonable assistance of the District, coordinate with the applicable dispatch center operating in Davis County ("Dispatch Center") to ensure: (1) the Unincorporated Fire Service Area is accurately identified within dispatch, mapping, and computer-aided dispatch systems; and (2) the applicable Dispatch Center dispatches the District, as the primary responding fire district, to incidents occurring within the Unincorporated Fire Service Area.
- 2.4. *Response to Dispatched Fire Incident.* The District agrees to promptly respond to a fire, and provide the fire services identified in Subsection 2.1 of this Agreement, upon being notified of such fire by the applicable Dispatch Center.
- 2.5. *Inability to Respond to Dispatched Fire Incident.* The County and the District acknowledge that there may be situations when the District is unable to respond, after being contacted by a Dispatch Center, to

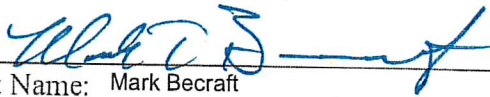
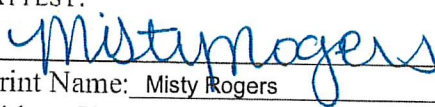
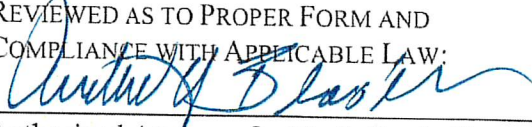
a fire within the unincorporated area of Davis County because the District is already performing, or has already been requested to perform, fire services or other emergency services within the District's boundaries or possibly another municipality or county's boundaries. Notwithstanding Subsection 2.4 of this Agreement, the County and the District agree in these situations that the District will perform fire services or other emergency services within the District's boundaries or possibly another municipality or county's boundaries, and the applicable Dispatch Center will contact the next recommended fire department or fire district to respond to the fire, and provide fire services, within the unincorporated area of Davis County.

- 2.6. *Specific Wildland Training and Certification.* The District agrees that the individuals performing services under this Agreement will satisfy the minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, as determined by FFSL, including, but not limited to, NWCG S130 Firefighter Training, S190 Introduction to Wildland Fire Behavior, and RT130 Annual Fireline Safety Refresher Training. In cases of newly hired firefighters, the District agrees that those individuals will satisfy these standards within one (1) year of hire.
- 2.7. *Specific Wildland Fire Equipment Standards.* The District agrees that its fire engines, water tenders, hand tools, and water handling equipment, which may be used in response to a wildland fire, meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.
- 2.8. *Fire Hydrant Maintenance.* The District agrees to maintain in working condition all fire hydrants that are located within the unincorporated area of Davis County and served by the District under this Agreement.
- 2.9. *Reporting Fires to the Davis County Fire Marshal; Meeting with the Davis County Commission.* The District shall provide quarterly reports to the Davis County Fire Marshal regarding incidents occurring within the Unincorporated Fire Service Area. Upon reasonable request, District representatives may meet with the Davis County Commission, or its designee, to discuss services provided under this Agreement.
3. **Compensation.** The County agrees to pay the District an annual fee for the services performed under this Agreement. The initial annual fee is based on a flat rate of \$11.35 per \$10,000.00 of unincorporated taxable property value serviced under this Agreement. Each subsequent year, the annual fee will be adjusted to reflect the following two factors: (1) inflation; and (2) land annexation. First, the annual fee will be adjusted for inflation using the CPI-U West Region index to account for rising costs. Second, if any portion of the unincorporated area serviced under this Agreement is annexed or incorporated into a municipality or fire district, the annual fee will be reduced by a corresponding percentage, based on unincorporated taxable property value. To illustrate the application of this formula, assume the unincorporated area serviced under this Agreement has an annual fee of \$50,656. If, in the following year, the CPI-U West Region index reflects 3% inflation and 2% of the unincorporated taxable property value is removed due to municipal or fire district land annexation, the new annual fee would be calculated as follows: $(\$50,656 \times 103\% \times 98\%) = \$51,132$.
4. **Effective and Termination Dates.** This Agreement is effective as of July 1, 2026. This Agreement terminates on June 30, 2029.
5. **Early Termination of Agreement.**
 - 5.1. The Parties may mutually terminate this Agreement at any time. This termination may be accomplished through a written termination of this Agreement signed by an authorized representative of each of the Parties. The effective date of this termination is the latest date that the applicable written termination is signed by an authorized representative of each of the Parties.
 - 5.2. Either Party may terminate this Agreement for convenience. This termination may be accomplished by one Party sending a written notice of termination of this Agreement to the other Party. The Agreement will terminate 180 days after the applicable written notice of termination of this Agreement is effective under the notice provisions of this Agreement.

- 5.3. Either Party may terminate this Agreement after: (1) a material breach of this Agreement by the other Party; and (2) the other Party's failure to cure a material breach of this Agreement within 30 days after the applicable written notice of termination of this Agreement is effective. This termination may be accomplished by one Party sending a written notice of termination of this Agreement to the other Party. The Agreement will terminate 30 days after the applicable written notice of termination of this Agreement is effective under the notice provisions of this Agreement, but only if the breaching Party failed to cure a material breach of this Agreement within 30 days after the applicable written notice of termination of this Agreement is effective.
6. **Indemnity.** The Parties to this Agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code (the "Immunity Act"). Nothing in this Agreement shall be construed as either: (1) a waiver by either or both Parties of any rights, limits, protections or defenses provided by the Immunity Act; or (2) a waiver, with respect to third parties, of any governmental immunity to which a Party to this Agreement is otherwise entitled. Subject to and consistent with the Immunity Act, each Party shall be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between the Parties under this Agreement.
7. **Recovery of Costs.** Nothing in this Agreement shall prohibit the District or the County from pursuing recovery of firefighting, suppression, investigation, cleanup, or related fire service costs from any person or entity whose negligent, reckless, unlawful, or intentional conduct causes or contributes to a fire incident, to the extent Permitted by Utah law.
8. **Notices.** All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:
- | | |
|--|--|
| Davis County
Attn: Fire Marshal/Emergency Manager
851 W Clark Ln
PO Box 618
Farmington, UT 84025 | North Davis Fire District
Attn: Fire Chief
381 N 3150 W
West Point City, UT 84015 |
|--|--|
9. **Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law pursuant to Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body, or other governing body, of each Party pursuant to Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Act.
10. **Interlocal Agreement Provisions.** This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.
11. **Employment Status.** Employees of the respective Parties remain the employees of that Party and do not acquire from any other Party any employment status, other employment right, or claim for wages or other benefits, including, without limitation, workers' compensation.
12. **Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.

- 13. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 14. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, if any, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to the subject matter in this Agreement.
- 15. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 16. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 17. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 18. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

The Parties have signed and dated this Agreement on the dates listed below.

DAVIS COUNTY	NORTH DAVIS FIRE DISTRICT
Bob J Stevenson	By: 
Chair, Davis County Board of County Commissioners	Print Name: Mark Becraft
Date: _____	Title: Fire Chief
ATTEST:	Date: 7/22/2026
Brian McKenzie	ATTEST: 
Davis County Clerk	Print Name: Misty Rogers
Date: _____	Title: District Clerk
REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:	Date: 7/16/2026
Authorized Attorney for Davis County	REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
	
	Authorized Attorney for North Davis Fire District

ATTACHMENT 1

Properties within the Unincorporated Fire Service Area

#	ParcelTaxID	TaxDistrict	TaxValue	TotValue	Acreage	ExmptSt
1	120460089	80	1,858.00	1,711,560.00	142.63	Taxed
2	121190003	80	39.00	154,600.00	7.73	Taxed
3	121190005	81	549.00	1,318,560.00	109.88	Taxed
4	121190006	80	583.00	1,399,440.00	116.62	Taxed
5	121200002	88	80.00	110,280.00	9.19	Taxed
6	140290021	88	13,042.00	13,042.00	0.067	Taxed
7	140380020	80	5.00	21,638.00	0.28	Taxed
8	140380022	80	-	21,638.00	0.28	Exempt
9	140380029	80	19,867.00	19,867.00	0.22	Taxed
10	140380033	80	-	22,173.00	0.3	Exempt
11	140700025	100	266,200.00	484,000.00	0.96	Taxed
12	140970003	88	124.00	165,000.00	8.25	Taxed
13	140970004	88	318.00	443,200.00	22.16	Taxed
14	140970006	88	159.00	359,200.00	17.96	Taxed
15	140970007	88	441.00	610,800.00	30.54	Taxed
16	140980001	88	371.00	452,400.00	22.62	Taxed
17	140980005	88	103.00	156,400.00	7.82	Taxed
18	140980008	80	159.00	1,802,973.00	9.56	Taxed
19	140980009	80	266,201.00	484,000.00	1	Taxed
20	140980010	80	241,207.00	494,000.00	2.455	Taxed
21	140980011	80	19,222.00	77,325.00	1.21	Taxed
22	140980012	80	66.00	110,430.00	3.49	Taxed
23	140980013	80	360,095.00	575,000.00	1.641	Taxed
24	140980014	80	552,394.00	902,000.00	1.823	Taxed
25	140980016	80	-	42,508.00	0.5	Exempt
26	140980017	80	380,492.00	4,783,000.00	33.47	Taxed
27	140980018	80	24,041.00	24,041.00	0.377	Taxed
28	140990013	80	286,000.00	520,000.00	0.5	Taxed
29	140990014	80	234,849.00	427,000.00	0.5	Taxed
30	140990015	80	236,500.00	430,000.00	0.5	Taxed
31	140990021	80	2,083.00	135,172.00	2.77	Taxed
32	140990024	80	128,213.00	128,213.00	1.75	Taxed
33	140990026	80	6,942.00	1,021,867.00	7.836	Taxed
34	140990029	80	108.00	233,114.00	5.679	Taxed

#	Parcel/TaxID	TaxDistrict	TaxValue	TotValue	Acres	ExmptSt
35	140990030	80	248,049.00	451,000.00	0.5	Taxed
36	140990033	80	239,800.00	436,000.00	0.485	Taxed
37	140990034	80	9,089.00	3,676,373.00	19.42	Taxed
38	140990035	80	238,211.00	4,494,000.00	58.324	Taxed
39	140990038	80	29,220.00	29,220.00	1.461	Taxed
40	140990042	80	63.00	66,200.00	3.31	Taxed
41	140990043	80	85.00	89,200.00	4.46	Taxed
42	140990044	80	100.00	704,042.00	5.271	Taxed
43	141000011	80	286,152.00	723,000.00	1.72	Taxed
44	141000012	80	548,335.00	793,000.00	3.77	Taxed
45	141000018	80	505,190.00	758,000.00	3.18	Taxed
46	141010016	80	263,674.00	967,000.00	6.91	Taxed
47	141010021	80	654.00	64,646.00	0.87	Taxed
48	141020002	88	12,856.00	1,789,825.00	23.5	Taxed
49	141020007	80	237,051.00	431,000.00	0.9	Taxed
50	141020011	80	463,100.00	842,000.00	1	Taxed
51	141020014	80	7,623.00	1,954,429.00	24.929	Taxed
52	141020015	80	496.00	52,758.00	0.66	Taxed
53	141020020	80	223,849.00	407,000.00	1	Taxed
54	141020022	80	326,150.00	593,000.00	1	Taxed
55	141020023	80	351,040.00	517,000.00	1.78	Taxed
56	141020027	80	399,432.00	1,828,000.00	10.91	Taxed
57	141020028	80	12,476.00	3,356,400.00	20.621	Taxed
58	141020029	80	9,146.00	2,054,140.00	32.279	Taxed
59	141020030	80	1.00	11,759.00	0.05	Taxed
60	141020031	80	-	189,000.00	0.5	Exempt
61	141030002	80	725,770.00	3,221,000.00	11.88	Taxed
62	141030009	80	54,959.00	54,959.00	0.55	Taxed
63	141030010	80	255,200.00	464,000.00	0.72	Taxed
64	141030011	80	142,687.00	1,524,000.00	14.05	Taxed
65	141030012	80	284,351.00	517,000.00	0.95	Taxed
66	141030013	80	192,500.00	350,000.00	1	Taxed
67	141030016	80	752.00	20,000.00	1	Taxed
68	141030018	80	234,850.00	427,000.00	0.4	Taxed
69	141030022	80	8,778.00	275,880.00	13.794	Taxed
70	141030023	80	269,500.00	490,000.00	1	Taxed
71	141030025	80	311,700.00	489,000.00	1.5	Taxed
72	141030026	80	1,562.00	2,094,115.00	10.86	Taxed
73	141030027	80	162.00	352,912.00	8.5	Taxed
74	141030028	80	356,131.00	472,000.00	4.405	Taxed

#	ParcelTaxID	TaxDistrict	TaxValue	TotValue	Acreage	ExmptSt
75	141030029	80	45,160.00	45,160.00	0.865	Taxed
76	141030032	80	325,600.00	592,000.00	1	Taxed
77	141030034	80	7,657.00	4,335,735.00	34.32	Taxed
78	141030035	80	359,690.00	626,000.00	1.18	Taxed
79	141030038	80	406,849.00	662,000.00	1.5	Taxed
80	141030039	80	410,605.00	641,000.00	1.679	Taxed
81	141030040	80	384,125.00	577,000.00	1.781	Taxed
82	141030047	80	235,950.00	429,000.00	0.69	Taxed
83	141030048	80	16,424.00	2,245,436.00	17.34	Taxed
84	141040002	88	10,129.00	2,356,105.00	33.25	Taxed
85	141040005	88	905.00	1,322,210.00	69.59	Taxed
86	141050001	88	12,514.00	2,263,825.00	29	Taxed
87	141050002	88	6,120.00	162,760.00	8.138	Taxed
88	141050003	88	122,650.00	223,000.00	1	Taxed
89	141050004	88	21,319.00	940,000.00	47	Taxed
90	141060003	88	-	181,800.00	9.09	Exempt
91	141060004	88	3,110.00	3,134,868.00	261.239	Taxed
92	141070002	88	520.00	800,000.00	40	Taxed
93	141070008	88	34,990.00	4,291,152.00	357.596	Taxed
94	141080001	88	-	824,000.00	41.2	Exempt
95	141080002	88	-	66,800.00	3.34	Exempt
96	141080003	88	945.00	1,378,560.00	86.16	Taxed
97	141090003	88	515.00	800,000.00	40	Taxed
98	141100001	88	-	826,140.00	41.307	Exempt
99	141110002	88	177.00	443,200.00	22.16	Taxed
100	141110003	88	505.00	886,400.00	44.32	Taxed
101	141110005	88	14,400.00	14,400.00	0.72	Taxed
102	141120001	88	-	584,120.00	29.206	Exempt
103	141130002	88	-	2,599,080.00	216.59	Exempt
104	141150003	88	2,073.00	3,168,648.00	264.054	Taxed
105	141160001	88	1,249.00	1,280,000.00	80	Taxed
106	141560002	80	311,299.00	566,000.00	0.86	Taxed
107	141560003	80	92,965.00	92,965.00	0.87	Taxed
108	141560004	80	337,700.00	614,000.00	0.87	Taxed
109	141560005	80	393,799.00	716,000.00	0.87	Taxed
110	141560006	80	335,500.00	610,000.00	0.87	Taxed
111	141560007	80	314,050.00	571,000.00	0.88	Taxed
112	143000001	80	349,251.00	635,000.00	1	Taxed
113	143000002	80	258,204.00	715,000.00	1.82	Taxed
114	143640001	80	373,450.00	679,000.00	1	Taxed

#	ParcelTaxID	TaxDistrict	TaxValue	TotValue	Acreage	ExmptSt
115	143910010	80	657,600.00	1,149,000.00	1.3	Taxed
116	143910011	80	458,745.00	789,000.00	1.29	Taxed
117	144170001	80	253,000.00	460,000.00	0.56	Taxed
118	144170002	80	436,912.00	1,153,000.00	4.48	Taxed
119	144590001	80	562,178.00	1,293,000.00	5.25	Taxed
120	144590002	80	411,396.00	1,117,000.00	5.25	Taxed
121	144870001	80	580,250.00	1,055,000.00	1	Taxed
122	144900001	80	494,124.00	749,000.00	3.029	Taxed
123	145260001	80	264,550.00	481,000.00	1	Taxed
124	145260002	80	448,773.00	1,282,000.00	5.564	Taxed
125	145350001	80	326,298.00	1,099,000.00	7.95	Taxed
126	145350002	80	240,351.00	437,000.00	1	Taxed
127	145450001	80	609,415.00	988,000.00	2.63	Taxed
128	145450002	80	556,615.00	892,000.00	2.63	Taxed
129	145500201	80	418,551.00	761,000.00	1	Taxed
130	145540001	80	507,346.00	1,357,000.00	5.771	Taxed
131	145580001	80	631,770.00	913,000.00	1	Taxed
132	145580002	80	457,051.00	831,000.00	1	Taxed
133	145700001	80	772,887.00	1,405,000.00	1.002	Taxed
134	146270001	80	507,455.00	890,000.00	1.21	Taxed
135	146270002	80	1,410.00	473,415.00	2.33	Taxed
Total:			25,080,131.00			

Exhibit B

(North Davis Fire District's Resolution – 1 Page)

RESOLUTION 2026R-15

A RESOLUTION OF THE NORTH DAVIS FIRE DISTRICT APPROVING AN INTERLOCAL COOPERATION AGREEMENT REGARDING FIRE SERVICES BETWEEN DAVIS COUNTY AND THE NORTH DAVIS FIRE DISTRICT

WHEREAS, Davis County desires to contract with North Davis Fire District (the "District") to receive fire services from the District; and

WHEREAS, the District desires to contract with the Davis County to furnish fire services to the Davis County as set forth in the attached agreement; and

WHEREAS, Davis County has submitted the attached Interlocal Cooperation Agreement Regarding Fire Services for Unincorporated Fire Service Area as it provides properties within the District's boundaries; and

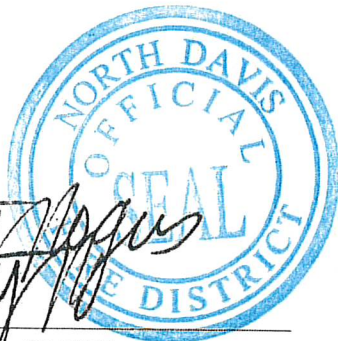
WHEREAS, the North Davis Fire District Board of Trustees has reviewed the Interlocal Cooperation Agreement Regarding Fire Services from Davis County and has determined that it is in the best interest of the District to adopt the agreement; and

NOW THEREFORE, the North Davis Fire District Board of Trustees hereby approves the Fire Services Provision Agreement Between The North Davis Fire District and Davis County attached hereto and incorporated herein as written and authorizes the District's Chair to execute this Agreement on behalf of the District.

PASSED AND ADOPTED by the Board of Trustees of the North Davis Fire District his 16 day of July, 2026.

Attest:


MISTY ROGERS, CLERK




SCOTT WIGGILL, Chair

Roll Call Vote:

Chair Wiggill – nonvoting

Vice-Chair Ratchford aye / nay

Board Member Judd - aye / nay **Excused**

Board Member Carlson - aye / nay **Excused**

Board Member Shepherd aye / nay

Board Member Vincent aye / nay

Board Member Chatterton aye / nay

Board Member Smalling aye / nay

Board Member Wurth - aye / nay **Excused**

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Golf Courses
Presenter: Dustin Volk, Director
Agenda Item: Approval of an Agreement with Lifetime Home Loans for Sponsorship of the Davis Park Open and Amateur

Vendor/Customer Name:	Purchase Type:	Procurement Method:
Lifetime Home Loans	N/A	N/A

Financial Information:

- Type: Receivable
- Amount: \$10,000.00

Terms:

- Beginning Date: 09/03/2026
- Ending Date: 09/05/2026

Additional Financial Terms:

- GL Account Number: 51-216200
- Davis County Match: N/A
- Additional Financial Information: Payment will go through the POS system.

Attachments:

1. 2026 Sponsorship agreement Lifetime Home Loans.

2026-780

Submitted by: Dustin Volk, Director
Requested meeting date: 8/11/2026

DAVIS COUNTY STANDARD SPONSORSHIP AGREEMENT

This DAVIS COUNTY STANDARD SPONSORSHIP AGREEMENT (this "Agreement") is made and entered into by and between DAVIS COUNTY (hereinafter "County"), a political subdivision of the State of Utah, and LIFETIME HOME LOANS (hereinafter "Sponsor"). County and Sponsor may be collectively referred to as the "Parties" herein.

RECITALS

This Agreement is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. County owns and operates the Davis Park Golf Course located at 1074 East Nichols Road in Fruit Heights, Utah;
- B. County administers various golf tournaments at the Davis Park Golf Course during each golf season;
- C. Sponsor desires to be a sponsor of two tournaments during the first weeks of September 2026; and
- D. County desires for Sponsor to be a sponsor of the tournaments pursuant to the terms of this Agreement.

NOW, THEREFORE, 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:

SPONSOR CONTACT INFORMATION

Sponsor:	Lifetime Home Loans	Phone:	(801) 205-3689
Contact:	Rhett Weaver	Cell:	(801) 205-3689
Address:	6629 S 1300 E	E-mail:	rhettweaver1@hotmail.com
	Salt Lake City, UT 84124		

1. County's Responsibilities

- A. County will promote the golf tournaments at its Davis Park Golf Course ("Golf Course") scheduled to be held September 3rd & September 5th 2026. The tournament on September 3rd will be advertised and marketed as the "Lifetime Home Loans Davis Park Open". The tournament on September 5th will be advertised and marketed as the "Lifetime Home Loans Davis Park Amateur".
- B. County will permit Sponsor to hang banners and signs at the Golf Course during the "Lifetime Home Loans Davis Park Open" & the "Lifetime Home Loans Davis Park Amateur". Signage should be consistent with golf tournaments advertisements, and will not exceed more than 30 signs or banners. The placement will be approved by the golf course professionals.

In the event that County is unable, for any reason, to fulfill one or more of its responsibilities set forth directly above, County shall provide Sponsor with one or more reasonable alternatives that are similar to the responsibility or responsibilities that County was unable to fulfill.

2. Sponsor's Responsibilities.

- A. Sponsor shall pay County TEN THOUSAND DOLLARS (\$10,000.00). This payment is due in full on or before August 25, 2026.
- B. Sponsor, 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 Sponsor (collectively, the "Sponsor Representatives"), agrees to observe and obey all rules, warnings, or otherwise that are posted on the Davis Park Golf Course's grounds or provided in writing to Sponsor. Sponsor, for itself, and on behalf of the other Sponsor Representatives further agrees to promptly observe and obey all verbal instructions or directions given by County or County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives") to Sponsor or the Sponsor Representatives. Sponsor agrees to provide all signage and banners.

- 3. **Sponsor's Products and Materials.** The Parties acknowledge, understand, and agree that County may preclude Sponsor from using or require Sponsor to take down any of Sponsor's products, materials, or otherwise that County, in its sole discretion, deems inappropriate for all audiences. The Parties further acknowledge, understand, and agree that none of Sponsor's products, materials, or otherwise will be utilized at the Golf Course or on County owned premises to promote, advertise, or endorse illegal activities, illegal drugs, tobacco products, or alcoholic beverages. Sponsor agrees and hereby gives County the right to use Sponsor's logos, advertising materials, and related things or items, through several mediums, in connection with the Fair. Sponsor shall provide County with its high resolution logo, if applicable, as soon as possible. Sponsor will provide County with all of its products, materials, or otherwise, which it desires County to showcase pursuant to the terms and provisions of this Agreement, no later than August 25, 2026.

4. **Term of Agreement.** The term of this Agreement shall begin upon the first day of the tournament and shall, with the exception of all warranties, promises of indemnification, guarantees, or as otherwise expressly set forth herein, terminate at 11:59 p.m. on the final day of the Lifetime Home Loans Davis Park Amateur, unless extended or terminated earlier pursuant to the terms of this Agreement.
5. **Termination of Agreement.** This Agreement may be terminated by any of the following actions:
 - A. By either party after any material breach of this Agreement;
 - B. By the mutual, written agreement of the Parties;
 - C. By County:
 - (1) If Sponsor engages in or permits any unlawful or disruptive conduct or any activity not permitted by applicable law, regulation, ordinance, this Agreement, and/or the policies of the Legacy Events Center; and
 - (2) If Sponsor fails to immediately cease such conduct or activity after notification by law enforcement, County, or otherwise; or
 - D. As otherwise set forth in this Agreement.
6. **Notices.** All notices, demands, and/or requests required or permitted under this Agreement (collectively, the "Notices") shall be in writing and shall be delivered personally, by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the party(ies) at their respective address(es) set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three (3) business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

<u>If to County:</u> Davis County Attn: Chair, Davis County Board of County Commissioners 61 South Main Street, Ste. 301 P.O. Box 618 Farmington, UT 84025	<u>If to Sponsor:</u> Lifetime Home Loans Attn: Rhett Weaver 6629 S 1300 E Salt Lake City, UT 84124
---	---
7. **Indemnification, Defense, Hold Harmless, Waiver, and Release.** Sponsor, for itself, and on behalf of Sponsor's employees, representatives, agents, or otherwise ("Sponsor's Representatives"), agrees and promises to indemnify, defend, save and hold harmless County, as well as County's employees, representatives, agents, or otherwise ("County's 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 this Agreement and/or the acts or omissions, negligent or otherwise, of Sponsor or Sponsor's Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. Sponsor, for itself, and on behalf of Sponsor's Representatives, agrees and promises that all costs, expenses, or otherwise relating to the Claims and incurred by County or County's Representatives or which County or County's Representatives would otherwise be obligated to pay, shall be paid in full by Sponsor within thirty (30) calendar days after County provides Sponsor with documents evidencing such costs, expenses, or otherwise. Sponsor, for itself, and on behalf of Sponsor's Representatives, further agrees and promises to waive, release, and discharge County and County's Representatives from and against any and all of the Claims that Sponsor or Sponsor's Representatives may have against County or County's Representatives that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the acts or omissions, negligent or otherwise, of Sponsor or Sponsor's 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 Sponsor or Sponsor's Representatives may have arising from, in connection with, or relating to this Agreement and/or Sponsor or Sponsor's Representatives acts or omissions, negligent or otherwise.
8. **Independent Contractor.** Sponsor shall perform this Agreement as an independent contractor. Sponsor and Sponsor's Representatives shall not be deemed to be employees, agents, or representatives of County. Sponsor acknowledges and agrees that Sponsor and Sponsor's Representatives are not in any manner or degree employees of County and shall have no right to and shall not be provided with any County benefits.
9. **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 County.
10. **Binding Effect; Entire Agreement, Amendment.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees 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, 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.

- 11. 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. Any party 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.
- 12. 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 strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, 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 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.
- 13. Severability.** If any part or provision of this Agreement is found to be 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 prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such 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 prohibited or unenforceable, shall remain in full force and effect.
- 14. 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.
- 15. Time of Essence.** Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.
- 16. Recitals Incorporated.** The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
- 17 Counterparts; Electronically Transmitted Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

DAVIS COUNTY

By: _____
Chairperson, Bob J. Stevenson
Davis County Board of County Commissioners
Dated: _____

ATTEST:

Brian Mckenzie
Davis County Clerk

Dated: _____

LIFETIME HOME LOANS

By: [Signature]
Printed Name: KEIT WARD
Title: PRESIDENT

Dated: July 25, 2026

Agenda Item Type:	Agenda Item
Department:	Human Resources
Presenter:	Shawn Choate, Director
Agenda Item:	Approval of Revisions to Policy 02.02.0200 Leave Benefits

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information: N/A **Terms:** N/A
Additional Financial Terms: N/A

Attachments:

1. Leave Benefits Policy Revision V2 (1)

2026-784

Submitted by: Shawn Choate, Director
Requested meeting date: 8/11/2026

**DAVIS COUNTY
LEAVE BENEFITS POLICY REVISION**

SECTION 1: **AMENDMENT** “Subsection 02.02.0206 Vacation” of the Davis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

Subsection 02.02.0206 Vacation

Paid vacation is a benefit provided to leave-eligible employees. Each eligible employee will accrue vacation leave on a pay-period basis as indicated in the table below. Vacation leave does not accrue when leave without pay is granted.

Benefitted Years of Service	Hours Accrued Per Pay Period	Equivalent 8 hr Days Per Year
0-5 years (60 months)	4.00	13
6-10 years (120 months)	4.93	16
11-15 years (180 months)	5.85	19
16 years and over (>180 months)	6.77	22

- A. Rehires: Former employees rehired will assume the same eligibility for vacation hours accrual they had before their termination.
- B. Maximum Accumulation: Unused vacation leave may accrue up to a maximum of 360 hours (45 days) at the end of each year. After the processing of the last paycheck of the calendar year, any accrued unused vacation leave in excess of 360 hours will be forfeited.
- C. Utilization: Employees are allowed to use vacation leave any time after it has been accrued, with supervisor approval. Employees are not eligible to take vacation leave in advance of the actual pay period accrual. Approval of vacation leave is to be determined by the supervisor by balancing the employee's requests and the needs of the department and of the County. Saturdays, Sundays, and holidays occurring during a period in which leave has been granted will not be charged against accrued vacation leave, except if the employee was scheduled to work that day.
- D. Change in Status: When employees transfer from one County department to another, their accrued vacation leave credit is not forfeited. Employees whose merit status changes to part-time, or another position that is ineligible for vacation leave will have their vacation accruals paid out and their accrual rate frozen. If the employee returns to a merit status eligible to accrue vacation leave, the accrual rate will be reinstated.
- E. Termination: Employees terminating from County service will be paid for their

remaining balance of vacation leave, calculated at their rate of pay upon termination.

F. Vacation Incentives

1. Recruitment Incentives: In some situations, ~~the Commission~~ an Administrative Officer may award an upfront one-time vacation allowance of up to 40 hours as a recruitment incentive. Any request for an upfront, one-time vacation allowance needs to be made as part of the hiring process. ~~Department Directors~~ Administrative Officers will contact their HR Business Partner for options and to initiate the approval process.
2. Senior Administrator Incentive Vacation Leave. Senior administrators, including Director, Deputy Director, Assistant Director, and Chief Deputy, may receive an annual contribution of 80 hours of incentive vacation leave. This leave must be used each year, and remaining balances do not carry forward at the end of each calendar year and are not paid out at termination.

SECTION 2: **AMENDMENT** “Subsection 02.02.0217 Parental Leave” of the Davis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

Subsection 02.02.0217 Parental Leave

The County provides up to four weeks (per rolling calendar year) of paid parental leave for full-time employees who have been employed for at least six months at the time of the birth of their child, or the placement of a child under the age of 18 in their care through adoption or foster care. This leave benefit excludes the adoption of a grandchild or a spouse’s child unless an exception is authorized by the employee’s ~~Director~~ Administrative Officer and the Director of Human Resources.

Approved parental leave must be taken within one year of the birth, placement, or adoption. The leave time may be taken in intermittent ~~daily~~ intervals or in consecutive days/weeks. Parental leave time does not accrue balances, does not carry over, and is not paid out upon termination. This leave will run concurrently with any leave time taken pursuant to the Family and Medical Leave Act (FMLA leave).

SECTION 3: **AMENDMENT** “Subsection 02.02.0218 Family Medical Leave” of the Davis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

Subsection 02.02.0218 Family Medical Leave

The Family and Medical Leave Act (FMLA) ensures eligible employees are provided job-protected leave for qualifying events and restored to the same or equivalent position upon return to work.

A. Definitions: The following definitions apply to Family Medical Leave:

1. Eligibility for coverage

- a. An employee's spouse, parent, or child under the age of eighteen (18) who has a serious health condition.
 - b. The employee's son or daughter who is eighteen (18) or more years old and who is incapable of self-care due to a mental or physical disability that limits one or more "major life activities" as defined under the Americans with Disabilities Act.
 - c. Domestic Partner: Employees may take leave to care for a domestic partner's serious health condition. All eligibility requirements, entitlements, and protections will be treated the same as a spouse.
 - d. For military exigency leave if the employee is the spouse, parent, son, or daughter of a military service member in the Regular Armed Forces, National Guard, or Armed Forces Reserves on active duty or on notice of an impending call to active duty in support of a contingency operation deployed to a foreign country.
 - e. For military caregivers, the employee is the spouse, parent, son, daughter, or "next-of-kin" of a covered military service member with a serious illness or injury received in the line of duty while on active duty, including a covered veteran who was discharged other than dishonorably at any time during the five-year period prior to the first day of FML.
2. Eligible Employee – An employee of Davis County who has met both of the following requirements:
- a. The employee must have worked for Davis County for at least 12 months. The 12 months need not be consecutive. Separate periods of employment will be counted if the employee's break in service does not exceed 7 years. However, separate periods of employment will be counted if the break in service exceeds 7 years due to military service.
 - b. The employee must have worked at least 1,250 hours during the 12-month period immediately before the requested leave date.
3. FML Year – The FML year is a rolling calendar year counted backwards from the immediate 365 days preceeding the date the FML time is taken ~~that will begin on the first day of FML and continue for 12 months.~~
4. FML Year – Military Caregiver Leave - The FMLA provides military caregiver leave for up to 26 weeks during a single 12-month period after the requested leave date. The single 12-month period during which leave can be taken begins on the first date of covered military caregiver leave and ends 12 months later, regardless of the date used to determine the employee's 12 weeks of leave entitlement for other FMLA qualifying reasons.
5. Qualifying Events – Events that qualify an employee for FMLA leave include,

but are not limited to, the following:

- a. The birth of a child, or to care for and/or bond with that child, within one year of birth.
- b. The placement of a child for adoption or foster care, or to care for and/or bond with the newly placed child, within 12 months of the event.
- c. The employee's serious health condition makes the employee unable to perform the essential functions of their position.
- d. To care for a covered family member with a serious health condition.
- e. Qualifying exigency while the employee's family member is on covered active duty or call to covered active duty status.
- f. To care for a covered service member with a serious injury or illness (military caregiver leave).

B. Employee Responsibilities: An employee wishing to ~~avail themselves of FMLA job protections must~~ request ~~FML~~ the protected leave, must do the following as follows:

1. Employees will notify HR when leave is needed for a potential qualifying FML event. Forms to request FML are available on the Davis County Human Resources (HR) intranet site at Human Resources/Forms/Family and Medical Leave. FML request forms shall be submitted to HR and must include the reason for the leave and the anticipated dates the leave will begin and end. In most instances, a completed healthcare provider certification form must also be submitted. The information of the health care provider must be submitted in a timely manner and before FML can be approved.
2. Employees ~~will~~shall provide at least 30 days' notice if the leave is foreseeable. If the leave is not foreseeable, the employee or the employee's spokesperson must give notice as soon as possible.
3. Davis County may designate leave as FML when it has enough information to confirm an employee's absence is for a qualifying event. If supervisors become aware of an employee's need for FML, the supervisor should contact HR.

C. Supervisor Responsibilities: A supervisor who becomes aware of an employee's need for FML ~~will~~shall do the following:

1. Ensure the employee knows how to find FML request forms on the Davis County intranet. Any questions about the process should be referred to HR.
2. If supervisors become aware of an employee's need for FML or an employee's absence for a qualifying reason, they must notify HR.

D. FML Entitlement: With the exception of military caregiver leave, FML shall not exceed twelve (12) weeks during an FML year. If two employees request FML for the same qualifying event and are both eligible, they may both take the full 12 weeks of FML. HR tracks FML in periods of hours or quarter portions of an hour. Entitlement is based on the number of hours an employee is scheduled to work in an average week. County observed holidays do not count as FML time.

E. FML Entitlement – Military Caregiver Leave: The combined total of military caregiver leave and all other FML shall not exceed twenty-six (26) weeks for any employee during an FML year.

- F. Use of Paid Leave: Paid leave accruals, if available, will run concurrently with FML. Sick leave accruals will generally be used before vacation leave accruals. Employees may request to use accumulated compensatory time (comp time), to use their vacation before sick leave, and may request to preserve up to 40 hours~~2 weeks~~ of vacation accruals and up to ~~2 weeks of sick accruals~~24 hours of Personal Preference days. Employees who qualify for FML but do not have sufficient accruals to cover any or all of their leave ~~or have chosen to preserve vacation and/sick accruals~~ may go into unpaid status. FLSA-exempt employees, with no leave accruals, may be reduced in pay while on FML without affecting FLSA status.
- G. Certification: As noted above, in most instances, the County will require medical certification (s) to support a request for leave. If the certification is not received within the requested time, the leave may be denied.
- H. Intermittent Leave: As outlined by the health care provider, FML may be taken intermittently or continuously based on the need for any approved FML qualifying event. When the need for intermittent or reduced schedule FML is foreseeable, the employee must make reasonable attempts to arrange the leave schedule so as not to unduly disrupt the County's operations. Employees using intermittent leave must follow established call-in or notification procedures for their work group. An employee taking intermittent FML may be required to transfer temporarily to an available alternative position for which the employee is qualified. FML for birth of a child, adoption, or placement of a child may be used intermittently.
- I. Benefits While on Paid FML: The County will maintain an employee's ~~health~~medical, dental, vision, and life insurance coverage at current participation levels during leave. The employee will be responsible for the employee's share of such benefits and must pay the premium as instructed. The County may deduct any such premium amounts from the employee's final compensation.
- J. Returning from FML:
1. If FML is for the employee's serious health condition, the employee will be required to submit a release to return to work notice from their medical provider at the time they return to work. Failure to provide a release-to-work note may delay the employee's return to work until the release form is provided. Under some circumstances, as determined by Human Resources, a release to return to work is not needed.
 2. Upon return from FML, the employee will return to the former position or an equivalent position in terms of pay, benefits, and working conditions. An equivalent position must have substantially similar duties, conditions, responsibilities, privileges, and status as the employee's original position.
 3. The County may take any personnel action/decision while the employee is on FML that would have occurred if the employee had continued to work. Examples of personnel actions/decisions include, but are not limited to the following: corrective or disciplinary action, workspace or location changes, or reduction-in-force. Depending on the circumstances, a supervisor may elect to postpone the personnel action/decision until the employee returns from FML.

~~K. Domestic Partner Eligibility: Employees may take leave to care for a domestic~~

~~partner's serious health condition. All eligibility requirements, entitlements, and protections will be treated the same as the eligibility requirements, entitlements, and protections found in Section 02.02.0218 of this policy.~~

PASSED AND ADOPTED BY THE DAVIS COUNTY LEGISLATIVE BODY

_____.

	AYE	NAY	ABSENT	ABSTAIN
Lorene M. Kamalu	_____	_____	_____	_____
John V. Crofts	_____	_____	_____	_____
Bob J Stevenson	_____	_____	_____	_____

Presiding Officer

Attest

Bob J Stevenson, Chair, Davis
County

Brian McKenzie, Clerk, Davis
County

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Community & Economic Development - Western Sports Park
Presenter: Kent Andersen, Director
Agenda Item: Approval of an Agreement with Fierce Fighting Championships for a MMA Event

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information:

- Type: Receivable
- Amount: \$9,057.23

Terms:

- Beginning Date: 08/14/2027
- Ending Date: 08/15/2027

Additional Financial Terms:

- GL Account Number: 1810172-455000
- Davis County Match: N/A
- Additional Financial Information: N/A

Attachments:

1. FFC Fall 2026

2026-792

Submitted by: Michael Moake, Events Operations Manager
Requested meeting date: 8/11/2026



151 S 1100 W Farmington, Utah 84025 P: (801) 451-4080 <https://www.westernsportspark.com/>

CONTRACT

Event: MMA **Date:** 8/14/2026 - 8/15/2026
Account: Fierce Fighting Championships **Location:** Western Sports Park
Contact: Zack Partridge **Event Planner:** Mike Moake
Phone: (801) 389-8256 **Phone:** 8014514091
Email: Zack@Fiercefightingchampionship.com **Email:** mmoake@co.davis.ut.us
Address: **Managers:** Chris Harris

EVENT SUMMARY

Name	Date	Time	Location	Areas	Event Type
MMA (Setup)	8/14/2026	8:00 am – 5:00 pm	Western Sports Park	Common Spirit Arena 2	Mixed Martial Arts
MMA	8/15/2026	4:00 pm – 11:00 pm	Western Sports Park	Common Spirit Arena 2	Mixed Martial Arts

FACILITY RENTAL

Friday, August 14th		Common Spirit Arena 2	Mixed Martial Arts	8:00 AM
Qty			Price	Total
1	Single Day Rate		\$2,500.00	\$2,500.00
1	Setup Day		\$1,250.00	\$1,250.00
1	Privately Hosted Event Fee Per Day		\$1,000.00	\$1,000.00
2	Flex Room Day Rate		\$125.00	\$250.00
9	Security Roaming		\$36.00	\$324.00
9	Security Roaming		\$36.00	\$324.00
9	Security Roaming		\$36.00	\$324.00
9	Security Roaming		\$36.00	\$324.00
9	Armed Special Event Security		\$46.00	\$414.00
9	Armed Special Event Security		\$46.00	\$414.00

A/V & OTHER ITEMS

Friday, August 14th		Common Spirit Arena 2	Mixed Martial Arts	8:00 AM
Qty			Price	Total
45	Tables- Lifetime 8' folding table. Seats 8 comfortably. Putty color		\$7.00	\$315.00
450	Chairs- Black MityLite Swiftset Plastic (No Padding)		\$1.50	\$675.00
5	Bleachers- 4 row/each- 15' long (5 available)		\$50.00	\$250.00
40	Crowd Control Barricades		\$5.00	\$200.00
4	Wall System Per Section (2 Sections)		\$25.00	\$100.00

Use card on file for subsequent payments and final balance

	Total
Facility Rental	\$5,000.00
Security	\$2,124.00
Rental Equipment, Furnishings, & AV	\$1,540.00
Subtotal	\$8,664.00
Sales Tax	7.25% \$111.65
Application Fee	3.25% \$281.58
Grand Total	\$9,057.23
Deposit (Credit Card 6002 Amex)	Paid 3/16/2026 -\$2,500.24
Estimated Amount Due	\$6,556.99

TERMS AND CONDITIONS

THIS WESTERN SPORTS PARK RENTAL AGREEMENT (this “Agreement”) is made and entered into by and between DAVIS COUNTY (“County”), a political subdivision of the state of Utah, and the client or company identified on page 1 of this Agreement under "Customer Details": (“Renter”). County and Renter may be collectively referred to as the “Parties” in this Agreement and may be individually referred to as a “Party” in this Agreement.

This Agreement is made and entered into based, in part, upon the following recitals:

A. County owns and has developed the Western Sports Park, which includes several buildings, arenas, athletic fields, other facilities, and spaces.

B. Renter desires to obtain from County certain rights and privileges which includes permission from County to rent and use one or more buildings, arenas, facilities, or spaces at the Western Sports Park as described in this Agreement.

The Parties therefore agree as follows:

1. GRANT OF RIGHT TO USE. County hereby grants to Renter permission to use the building(s), arena(s), athletic fields, facility(ies), and/or space(s) identified on page 1 of this Agreement next to “Room/Space” (the “Rental Space”).

2. LIMITED OCCUPANCY AND/OR USE. The Parties acknowledge and agree that occupancy and use of the Rental Space shall be limited to the Renter’s use of the Rental Space in order for the Renter to realize the Renter’s event within the Rental Space.

3. RENTAL PERIOD. This Agreement is for the rental period identified on page 1 of this Agreement under the “Contract” section. Renter shall only have access to the Rental Space during the Rental Period. The Renter may, in writing, request to have the Rental Period extended for set up, take down, or otherwise. The County, in its sole discretion, may grant or deny Renter’s request to extend the Rental Period. If the County grants the Renter’s request to extend the Rental Period, the Renter and County shall agree, in writing, regarding the additional rent the Renter shall pay the County for the extension of the Rental Period. If Renter fails to vacate the Rental Space on or before the expiration of the Rental Period, Renter will pay County the full daily fee for the space, as set forth in this Agreement, after the expiration of the Rental Period that Renter has failed to vacate the Rental Space.

4. RENT. At least 14 calendar days prior to the commencement of the Rental Period, the Renter shall pay the County the entire amount identified on page 1 of this Agreement next to “Total Charges” line item (the “Rent Amount”).

5. DEPOSITS.

A. Upon the Renter signing this Agreement and providing it to the County, the Renter shall pay to the County a non-refundable rental deposit in the amount of 25% of the Rent Amount (the “Rental Deposit”). The County may credit the Rental Deposit towards any of the Renter’s outstanding monetary obligations under this Agreement.

The Rental Deposit may be retained by the County if, among other circumstances set forth herein:

(1) Renter cancels this Agreement; or

(2) Renter fails to pay the entire rent due on or before the commencement of the Rental Period.

B. Notwithstanding anything in this Agreement to the contrary, the Parties agree that the Rental Deposit will be forfeited by the Renter to the County if the County finds that the Renter consumed and/or distributed alcohol or illegal substances during the Event in violation of Western Sports Park policy or Federal, State, County, or Municipal statutes, regulations, and/or ordinances.

C. Nothing in this section shall preclude the County from pursuing any other remedy under this Agreement or at law, equity, or otherwise against Renter relating to this Agreement or otherwise.

6. TERMINATION. This Agreement may be terminated prior to the expiration of the Rental Period by any of the following actions or events:

A. By mutual written consent of the Parties;

B. By either party after any material breach of this Agreement; and

C. By County if:

(1) During the Rental Period and on or within any County owned property, Renter and/or Renter's Representatives:

(a) Engage in or permit any unlawful or disruptive conduct or any activity not permitted by applicable law, regulation, ordinance, this Agreement, and/or the policies/practices of the Western Sports Park; and

(b) Fail to immediately cease such conduct or activity after notification by law enforcement, County, or otherwise;

(2) The Rental Period is for less than 8 hours and another party requests to book the Rental Space on the same day of the Rental Period for 8 hours or more (County may terminate this Agreement pursuant to this specific subsection only by sending a written notice of termination to Renter by United States mail at least 14 calendar days prior to the commencement of the Rental Period);

(3) The Rental Period is for 8 hours or more and another party requests to book the Rental Space for a period longer than the Rental Period (County may terminate this Agreement pursuant to this specific subsection only by sending a written notice of termination to Renter by United States mail at least 30 calendar days prior to the commencement of the Rental Period);

(4) Renter fails to sign and return this Agreement to the Western Sports Park office at least 14 calendar days prior to the commencement of the Rental Period;

(5) Renter fails to provide County with proof that it has fully complied with 1 of the alternatives set forth in Section 10 regarding insurance, if Section 10 is not reserved;

(6) Renter fails to provide County, at least 14 calendar days prior to the commencement of the Rental Period, with all necessary federal, state, county, and/or municipal licenses, permits, or otherwise to lawfully conduct the Event; or

(7) A pandemic, natural disaster, or any other act of God or state of emergency occurs (County may cancel this Agreement without any advance notice in the event that this specific subsection is applicable. If Renter is currently occupying the Rental Space, Renter must immediately vacate the Rental Space and all persons and property associated with Renter must also immediately vacate the Rental Space); or

D. As otherwise set forth in this Agreement.

7. REQUIREMENT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND CITY LAWS, REGULATIONS, AND ORDINANCES. During the Rental Period and on or within the Rental Space, the Renter affirms and agrees that Renter and Renter's Representatives shall not engage in any activity or

conduct in violation of Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies. Renter understands, acknowledges, and agrees that it is Renter's responsibility to understand and comply with all relevant Federal, State, County and/or Municipal laws, regulations, ordinances, and/or policies.

Specifically, the Renter will comply with all required permits and rules for Vendors, including special events tax rules, where applicable. The Renter agrees to provide social security numbers or business tax identification information for Vendor(s) to the Utah State Tax Commission upon request. Prior to and continuing through the Rental Period, Renter agrees to obtain, at its sole expense, any and all required permits and/or licenses required by law, regulation, ordinance, or otherwise. Renter agrees to timely pay in full any applicable fees, sales taxes, or other taxes that may arise from, in connection with, or relating to the Event. The Renter further agrees to post any required bonds, which might be required to operate the Event. Failure to comply with this section is grounds for the County, in its sole discretion, to immediately terminate this Agreement.

8. DAMAGES. The Parties agree that during the Rental Period Renter is fully and solely responsible for the:

A. The Rental Space;

B. Any and all activities or business sponsored or conducted by Renter on or within the Rental Space; and

C. Any and all injuries, damages, actions, causes of action, claims for relief, demands, costs, fees, expenses, compensations, or otherwise whether known or unknown, in law, equity, or otherwise, that may arise from, in connection with, or relate to the Rental Space and/or the acts or omissions, negligent or otherwise, of Renter and/or Renter's Representatives.

The Parties further acknowledge and agree that the Renter shall:

A. Ensure that absolutely no vehicles are permitted on any grassy areas or sidewalks of the Western Sports Park premises without the prior written consent of the County; and

B. Ensure that absolutely no vehicles are permitted in any buildings of the Western Sports Park premises without the prior written consent of the County.

9. REMOVAL OF MATERIALS FROM THE RENTAL SPACE. Prior to the expiration of the Rental Period, Renter shall:

A. Remove all materials and property brought to and placed on or within the Rental Space by Renter or Renter's Representatives; and

B. Leave the Rental Space in a clean and orderly condition that is satisfactory to the County.

The County is not responsible for any material(s) or item(s) left on or within the Rental Space by Renter or Renter's Representatives. Any materials or items remaining on or within the Rental Space after the expiration of the Rental Period shall become the property of the County and shall be disposed of by the County pursuant to the County's sole discretion. The Renter shall be solely responsible for any costs or expenses incurred by the County to remove property or materials or repair damaged property after the expiration of the Rental Period.

10. SIGNS. Renter is prohibited from displaying signs and/or posters on any building or structure at the Western Sports Park without, unless Renter receives prior written authorization from the Western Sports Park staff. This prohibition applies to the exterior and interior of all buildings and structures within the Western Sports Park.

10. INSURANCE. Renter shall satisfy either subsection a. or subsection b. below regarding insurance in connection with the Agreement:

A. Renter shall:

(1) Prior to the commencement of the Rental Period, obtain a valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements such as in the Agreement, with coverage equal to or greater than the following coverage minimums (the "Policy"):

- (a) Each occurrence - \$1,000,000.00;
- (b) Damage to Rented Premises - \$100,000.00;
- (c) Medical Exp. (Any one person) - \$5,000.00;
- (d) Personal and Adv. Injury - \$2,000,000.00;
- (e) General aggregate - \$2,000,000.00; and
- (f) Products – Comp/Op aggregate - \$2,000,000.00;

(2) Prior to the commencement of the Rental Period, provide the County with a valid "Certificate of Liability Insurance" that satisfies the coverage minimums above and that names "Davis County" as the certificate holder; and

(3) Maintain the Policy throughout the entire Rental Period.

B. Renter shall, prior to the commencement of the Rental Period, obtain a valid special event liability policy for Renter's event/space under the Agreement and provide the County with proof of Renter's valid special event liability policy. To secure a special event policy for Renter's event/space, Renter may, among many other options for obtaining a special event policy for Renter's event/space:

- (1) Contact your local insurance agent to set up a policy for your event/space; or
- (2) Use an online special event insurance company that may be found at one of the 3 websites identified below or another special event insurance company of Renter's choice.
 - (a) <https://www.theeventhelper.com>;
 - (b) <http://www.markelinsurance.com/event>; or
 - (c) <http://www.thimble.com/event-insurance>

Renter's policy under subsection B. above must:

- (1) Specify date(s) of event and event description;
- (2) Provide a minimum liability requirement of \$1,000,000.00 per occurrence; and
- (3) Name Davis County as a certificate holder insured as follows: Davis County 61 South Main Street P.O. Box 618 Farmington, UT 84025

11. INDEMNIFICATION AND HOLD HARMLESS. Renter shall indemnify and hold harmless County, and the County's officials, employees, agents, and other representatives (collectively, the "County Representatives"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the County Representatives (collectively, "Losses"), and any cost or expense incurred by the County Representatives in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and

Resolution Expenses together mean “Indemnifiable Losses”) relating to this Agreement or the negligent, reckless, or willful acts or omissions of the Renter or the Renter’s officers, employees, agents, or other representatives (“Renters Representatives”), except to the extent that the County Representatives either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the County’s material breach of this Agreement. Renter’s compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit Renter’s obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Agreement.

12. **SMOKING.** Smoking (including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, and hookahs) is prohibited on the Western Sports Park property. Failure to comply with this section is grounds for the County, in its sole discretion, to immediately terminate this Agreement.

13. **ALCOHOLIC BEVERAGES.** Renter shall not allow or cause any alcoholic beverage to be served to, consumed by, or provided to any person or persons participating in Renter’s activities without prior written approval from County. If the Renter obtains written approval from the County, it is the responsibility of the Renter to comply fully with the conditions of that approval as well as:

(a) the provisions and restrictions set forth by the Utah Department of Alcoholic Beverage Control;

(b) the Utah Alcoholic Beverage Control Act (Utah Code Ann. §§ 32B-1-101 et seq.) including, but not limited to, Utah Code Ann. §§ 32B-9-304 and 32B-9-305 regarding, at least in part, single event permits, and Utah Code Ann. §§ 32B-4-401 through 32B-4-422 regarding, at least in part, the sale, purchase, possession, or consumption of alcoholic beverages (including, but not limited to, the prohibition of sales or distribution of alcoholic beverages to minors); and

(c) any and all other applicable Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies.

14. **EVENT SECURITY AND SUPERVISION.** If the Renter intends for alcohol to be sold, provided, consumed, served, and/or made available, in any manner, during the Rental Period, the Parties acknowledge, understand, and agree as follows:

A. Renter shall notify County, in writing, of Renter’s intention for alcohol to be sold, provided, consumed, served, and/or made available during the Rental Period at least 30 calendar days prior to the commencement of the Rental Period;

B. Upon Renter timely notifying County of its intention for alcohol to be sold, provided, consumed, served, and/or made available during the Rental Period, County shall, or if Renter obtains County’s written authorization to hire a party to perform security at the Event, Renter shall hire a third-party contractor to perform security at the Event, and Renter hereby agrees to pay, in full, the fees, expenses, or otherwise in connection with the third-party security for the Event;

C. If it becomes necessary for Law Enforcement/Public Safety personnel to respond to a situation occurring at the Event, the Renter shall be responsible for and agrees to pay all costs to the County associated with such a response; and

D. Renter and Renter’s Representatives hereby release County from and waive any and all actions, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations are known or unknown, are in law, equity, or otherwise, against County that may arise from, in connection with, or relate to the security provided by the third-party.

If alcohol will not be sold, provided, consumed, served, and/or made available, in any manner, during the Rental Period, the Parties acknowledge, understand, and agree as follows:

A. Renter shall be responsible for providing adequate and appropriate security measures for the protection of

the Rental Space, Renter's property, all persons attending or participating in the Event, and providing personnel with adequate and appropriate training and experience to implement necessary security measures;

B. Renter shall supervise any activity or business conducted or sponsored by Renter on or within the Rental Space;

C. Renter shall supervise or appoint an adult to supervise any and all minors attending or participating in activities conducted by or sponsored by Renter; and

D. If it becomes necessary for Law Enforcement/Public Safety personnel to respond to a situation occurring at the Event, the Renter shall be responsible for and agrees to pay all costs to the County associated with such a response.

15. CATERING. For purposes of this Agreement, a caterer is an independent vendor responsible for preparing, delivering, and serving food and beverages for activities and events taking place at the Western Sports Park. Thus, a caterer includes such services as food trucks, drop-off meals, concessions, outside snacks, beverage services and similar vendors. If the Renter desires to have the Event catered, the Renter shall:

A. Notify County, in writing, of Renter's desire to have the Event catered at least 30 calendar days prior to the commencement of the Rental Period;

B. Contact the County's designated caterer to arrange to have the Event catered at least 30 calendar days prior to the commencement of the Rental Period; and

C. After contacting the County's designated caterer, exclusively work with the County's designated caterer to have the Event catered.

Renter acknowledges and agrees that the County's designated caterer is the sole caterer it may use to cater the Event unless the Renter receives the County's express written authorization to use another caterer. Renter further acknowledges and agrees that, but for the County receiving notice from the Renter regarding the Renter's desire to have the Event catered, the County shall have no role or involvement in catering the Event. Consequently, the Renter and Renter's Representatives hereby release the County from and waive any and all actions, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations are known or unknown, are in law, equity, or otherwise, against the County that may arise from, in connection with, or relate to the catering of the Event.

16. Food Trucks. If the Renter desires to have a Food Truck cater the event, the Renter must obtain the County's express written authorization. In addition, Renter hereby acknowledges that use of a Food Truck may be subject to additional fees and requirements, including but not limited to, permits, insurance requirements, local health department requirements, set up fees, utility charges and other similar and applicable requirements.

17. Beverages. Renter acknowledges that Pepsi is the exclusive beverage provider at the Western Sports Park and hereby agrees to offer or sell only Pepsi products for beverages at any Event held in the Rental Space. Renter understands and agrees that it may not bring in Pepsi products, and further agrees that any food vendor or caterer used by Renter for any Event held in the Rental Space shall purchase such Pepsi products directly from the County.

18. Forklift. The County has a forklift that Renter may request to be used to move palletized items for an Event. The forklift may only be operated by designated County employees. If the Renter needs to use a forklift for its Event, the Renter shall:

A. Coordinate with the County prior to the Event to ensure that a designated County employee is available.

Scheduling the use of the forklift must occur 14 days prior to the Event.

B. Renter agrees to fully release the County and its employees or agents from any liability due to any damages that may occur to any person or property related to the loading or unloading of the palletized items, including the palletized items being loaded or unloaded by the County's forklift operator or the vehicle or trailer used to transport the palletized items.

C. Renter acknowledges that damage associated with the use of the forklift can include, but is not limited to damages to windows, truck beds, tailgates, trailers, or to the palletized items. Renter accepts these risks and assumes responsibility for transporting its palletized items safely.

D. The County reserves the right to withhold loading or offloading assistance if, in the County's opinion, damage may occur due to unsafe or questionable conditions. In this event, the Renter may be required to make other loading or offloading arrangements, independent of the County.

19. UTILITY CART. If the Renter desires to rent a utility cart from the County for use at the Western Sports Park, the Renter shall:

A. Pay the County \$200 per day.

B. Renter acknowledges and agrees that Renter is knowledgeable about the safe use of the utility cart and/or has been trained in the use of the utility cart. Renter further agrees that Renter and all Renter Representatives will operate the utility cart in an appropriate manner, using the cart in its operation, and will not operate the utility cart in a reckless or dangerous manner.

C. Renter acknowledges that he/she has a valid driver's license.

D. Renter agrees to indemnify the County in accordance with Section 11 of this Agreement.

20. TICKET SALES AND EVENT INFORMATION. County is not a ticket agent or outlet for the Event. The Renter is responsible for any and all ticket sales and the dispersal of Event information to the public.

21. SURVIVAL. 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 warranties, insurance, indemnification, hold harmless, or damages, or with respect to any uncured breach or default of or under this Agreement.

22. RENTER CONTACT INFORMATION. The Parties acknowledge and agree that this Agreement is subject to the Utah Government Records Access and Management Act ("GRAMA") and may be subject to access and/or disclosure under GRAMA.

23. INCONSISTENCIES. The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference:

(1) This Agreement;

(2) Any attachments to this Agreement; and

(3) Any other documents referenced in this Agreement or incorporated into this Contract by reference.

24. ASSIGNMENT AND SUBLEASE RESTRICTED. This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.

25. WAIVER. A right, remedy, power, privilege, or otherwise under this Agreement is not waived by a party

unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.

26. RELATIONSHIP OF THE PARTIES. The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party, or to bind the other party in any manner.

27. ENTIRE AGREEMENT. This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.

28. AMENDMENT. This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.

29. GOVERNING LAW; EXCLUSIVE JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

30. 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 strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, 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 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.

31. SEVERABILITY. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

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

33. 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.

34. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assignees, 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 under this Agreement.

35. TIME OF ESSENCE. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

36. RECITALS INCORPORATED. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

37. COUNTERPARTS; ELECTRONICALLY TRANSMITTED SIGNATURES. If the Parties sign this Agreement in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one Agreement. If one or more of the parties digitally sign this Agreement or if one or more of the parties electronically transmit this Agreement with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

Renter agrees that it must obtain and provide County with an approved DABS Single-Event Permit on or before 3pm on Monday, August 10, 2026. Renter acknowledges and agrees that County may, in its sole discretion, change this event to a non-alcohol event if Renter fails to provide the approved DABS Single-Event Permit by the aforementioned date and time.

IN WITNESS WHEREOF, Renter, through its authorized representative, has digitally signed and approved this Agreement as set forth below. Alternatively, if the Renter is not digitally signing and approving this Agreement, the Renter shall sign and date this Agreement in the signature block below. County has executed this Agreement on the date stated below.

Client Signature

Printed Name: Zack Partridge
Signed: 8/5/2026 at 2:40 pm

Zack Partridge

This section reserved for staff signature

By:

Printed Name:

Bob J Stevenson

Date:

ATTEST:

Brian McKenzie, Davis County Clerk

Date:

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Community & Economic Development - Western Sports Park
Presenter: Kent Andersen, Director
Agenda Item: Approval of an Agreement with Primetime Sports + Bigfoot Hoops for Basketball Tournaments

Vendor/Customer Name: N/A	Purchase Type: N/A	Procurement Method: N/A
-------------------------------------	------------------------------	-----------------------------------

Financial Information:

- Type: Receivable
- Amount: \$28,910.00

Terms:

- Beginning Date: 04/16/2027
- Ending Date: 05/22/2027

Additional Financial Terms:

- GL Account Number: 1810172-455000
- Davis County Match: N/A
- Additional Financial Information: N/A

Attachments:

1. Primetime bball Spring 2027

2026-793

Submitted by: Michael Moake, Events Operations Manager
Requested meeting date: 8/11/2026



151 S 1100 W Farmington, Utah 84025 P: (801) 451-4080 <https://www.westernsportspark.com/>

CONTRACT

Event: PrimeTime Sports Basketball
Account: PrimeTime Sports+Bigfoot Hoops
Contact: Austin Carter Vesta
Phone: (682) 556-6715
Email: carter.vesta@playprimetime.com
Address: 2745 N Dallas Parkway
 Suite 410
 Plano, TX 75093

Date: 4/16/2027 - 5/22/2027
Location: Western Sports Park
Event Planner: Mike Moake
Phone: 8014514091
Email: mmoake@co.davis.ut.us
Managers: Nina Canning

EVENT SUMMARY

Name	Date	Time	Location	Areas	Event Type
Bigfoot Hoops	4/16/2027	8:00 am – 9:00 pm	Western Sports Park	Common Spirit Arena 1	Basketball
Bigfoot Hoops	4/17/2027	8:00 am – 9:00 pm	Western Sports Park	Common Spirit Arena 1	Basketball
PrimeTime Sports Basketball	4/30/2027	8:00 am – 9:00 pm	Western Sports Park	Common Spirit Arena 1	Basketball
PrimeTime Sports Basketball	5/1/2027	8:00 am – 9:00 pm	Western Sports Park	Common Spirit Arena 1	Basketball
Bigfoot/PrimeTime	5/20/2027	8:00 am – 9:00 pm	Western Sports Park	Common Spirit Arena 1	Basketball
Bigfoot/PrimeTime	5/21/2027	8:00 am – 9:00 pm	Western Sports Park	Common Spirit Arena 1	Basketball
Bigfoot/PrimeTime	5/22/2027	8:00 am – 9:00 pm	Western Sports Park	Common Spirit Arena 1	Basketball

FACILITY RENTAL

Friday, April 16th		Common Spirit Arena 1	Basketball	8:00 AM
Qty			Price	Total
2	CommonSpirit Arena 1 - Day Rate		\$4,000.00	\$8,000.00

Friday, April 30th	Common Spirit Arena 1	Basketball	8:00 AM
---------------------------	------------------------------	-------------------	----------------

Qty		Price	Total
1	Day Rate	\$4,000.00	\$4,000.00

Saturday, May 1st	Common Spirit Arena 1	Basketball	8:00 AM
--------------------------	------------------------------	-------------------	----------------

Qty		Price	Total
1	Day Rate	\$4,000.00	\$4,000.00

Thursday, May 20th	Common Spirit Arena 1	Basketball	8:00 AM
---------------------------	------------------------------	-------------------	----------------

Qty		Price	Total
3	CommonSpirit Arena 1 - Day Rate	\$4,000.00	\$12,000.00

Use card on file for subsequent payments and final balance

		Total
Facility Rental		\$28,000.00
Subtotal		\$28,000.00
Application Fee	3.25%	\$910.00
Grand Total		\$28,910.00
Bigfoot and PrimeTime Deposit (Credit Card 4003 Visa)	Paid 8/5/2026	-\$5,162.50
PrimeTime Deposit (Due 8/4/2026)	Unpaid	\$2,065.00
Estimated Amount Due		\$23,747.50

TERMS AND CONDITIONS

THIS WESTERN SPORTS PARK RENTAL AGREEMENT (this "Agreement") is made and entered into by and between DAVIS COUNTY ("County"), a political subdivision of the state of Utah, and the client or company identified on page 1 of this Agreement under "Customer Details": ("Renter"). County and Renter may be collectively referred to as the "Parties" in this Agreement and may be individually referred to as a "Party" in this Agreement.

This Agreement is made and entered into based, in part, upon the following recitals:

A. County owns and has developed the Western Sports Park, which includes several buildings, arenas, athletic fields, other facilities, and spaces.

B. Renter desires to obtain from County certain rights and privileges which includes permission from County to rent and use one or more buildings, arenas, facilities, or spaces at the Western Sports Park as described in this Agreement.

The Parties therefore agree as follows:

1. GRANT OF RIGHT TO USE. County hereby grants to Renter permission to use the building(s), arena(s), athletic fields, facility(ies), and/or space(s) identified on page 1 of this Agreement next to "Room/Space" (the "Rental Space").

2. LIMITED OCCUPANCY AND/OR USE. The Parties acknowledge and agree that occupancy and use of the Rental Space shall be limited to the Renter's use of the Rental Space in order for the Renter to realize the Renter's event within the Rental Space.

3. RENTAL PERIOD. This Agreement is for the rental period identified on page 1 of this Agreement under the "Contract" section. Renter shall only have access to the Rental Space during the Rental Period. The Renter may, in writing, request to have the Rental Period extended for set up, take down, or otherwise. The County, in its sole discretion, may grant or deny Renter's request to extend the Rental Period. If the County grants the Renter's request to extend the Rental Period, the Renter and County shall agree, in writing, regarding the additional rent the Renter shall pay the County for the extension of the Rental Period. If Renter fails to vacate the Rental Space on or before the expiration of the Rental Period, Renter will pay County the full daily fee for the space, as set forth in this Agreement, after the expiration of the Rental Period that Renter has failed to vacate the Rental Space.

4. RENT. At least 14 calendar days prior to the commencement of the Rental Period, the Renter shall pay the County the entire amount identified on page 1 of this Agreement next to "Total Charges" line item (the "Rent Amount").

5. DEPOSITS.

A. Upon the Renter signing this Agreement and providing it to the County, the Renter shall pay to the County a non-refundable rental deposit in the amount of 25% of the Rent Amount (the "Rental Deposit"). The County may credit the Rental Deposit towards any of the Renter's outstanding monetary obligations under this Agreement.

The Rental Deposit may be retained by the County if, among other circumstances set forth herein:

- (1) Renter cancels this Agreement; or
- (2) Renter fails to pay the entire rent due on or before the commencement of the Rental Period.

B. Notwithstanding anything in this Agreement to the contrary, the Parties agree that the Rental Deposit will be forfeited by the Renter to the County if the County finds that the Renter consumed and/or distributed alcohol or illegal substances during the Event in violation of Western Sports Park policy or Federal, State, County, or Municipal statutes, regulations, and/or ordinances.

C. Nothing in this section shall preclude the County from pursuing any other remedy under this Agreement or at law, equity, or otherwise against Renter relating to this Agreement or otherwise.

6. TERMINATION. This Agreement may be terminated prior to the expiration of the Rental Period by any of the following actions or events:

A. By mutual written consent of the Parties;

B. By either party after any material breach of this Agreement; and

C. By County if:

(1) During the Rental Period and on or within any County owned property, Renter and/or Renter's Representatives:

(a) Engage in or permit any unlawful or disruptive conduct or any activity not permitted by applicable law, regulation, ordinance, this Agreement, and/or the policies/practices of the Western Sports Park; and

(b) Fail to immediately cease such conduct or activity after notification by law enforcement, County, or otherwise;

(2) The Rental Period is for less than 8 hours and another party requests to book the Rental Space on the same day of the Rental Period for 8 hours or more (County may terminate this Agreement pursuant to this specific subsection only by sending a written notice of termination to Renter by United States mail at least 14 calendar days prior to the commencement of the Rental Period);

(3) The Rental Period is for 8 hours or more and another party requests to book the Rental Space for a period longer than the Rental Period (County may terminate this Agreement pursuant to this specific subsection only by sending a written notice of termination to Renter by United States mail at least 30 calendar days prior to the commencement of the Rental Period);

(4) Renter fails to sign and return this Agreement to the Western Sports Park office at least 14 calendar days prior to the commencement of the Rental Period;

(5) Renter fails to provide County with proof that it has fully complied with 1 of the alternatives set forth in Section 10 regarding insurance, if Section 10 is not reserved;

(6) Renter fails to provide County, at least 14 calendar days prior to the commencement of the Rental Period, with all necessary federal, state, county, and/or municipal licenses, permits, or otherwise to lawfully conduct the Event; or

(7) A pandemic, natural disaster, or any other act of God or state of emergency occurs (County may cancel this Agreement without any advance notice in the event that this specific subsection is applicable. If Renter is currently occupying the Rental Space, Renter must immediately vacate the Rental Space and all persons and property associated with Renter must also immediately vacate the Rental Space); or

D. As otherwise set forth in this Agreement.

7. REQUIREMENT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND CITY LAWS, REGULATIONS, AND ORDINANCES. During the Rental Period and on or within the Rental Space, the Renter affirms and agrees that Renter and Renter's Representatives shall not engage in any activity or

conduct in violation of Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies. Renter understands, acknowledges, and agrees that it is Renter's responsibility to understand and comply with all relevant Federal, State, County and/or Municipal laws, regulations, ordinances, and/or policies.

Specifically, the Renter will comply with all required permits and rules for Vendors, including special events tax rules, where applicable. The Renter agrees to provide social security numbers or business tax identification information for Vendor(s) to the Utah State Tax Commission upon request. Prior to and continuing through the Rental Period, Renter agrees to obtain, at its sole expense, any and all required permits and/or licenses required by law, regulation, ordinance, or otherwise. Renter agrees to timely pay in full any applicable fees, sales taxes, or other taxes that may arise from, in connection with, or relating to the Event. The Renter further agrees to post any required bonds, which might be required to operate the Event. Failure to comply with this section is grounds for the County, in its sole discretion, to immediately terminate this Agreement.

8. DAMAGES. The Parties agree that during the Rental Period Renter is fully and solely responsible for the:

A. The Rental Space;

B. Any and all activities or business sponsored or conducted by Renter on or within the Rental Space; and

C. Any and all injuries, damages, actions, causes of action, claims for relief, demands, costs, fees, expenses, compensations, or otherwise whether known or unknown, in law, equity, or otherwise, that may arise from, in connection with, or relate to the Rental Space and/or the acts or omissions, negligent or otherwise, of Renter and/or Renter's Representatives.

The Parties further acknowledge and agree that the Renter shall:

A. Ensure that absolutely no vehicles are permitted on any grassy areas or sidewalks of the Western Sports Park premises without the prior written consent of the County; and

B. Ensure that absolutely no vehicles are permitted in any buildings of the Western Sports Park premises without the prior written consent of the County.

9. REMOVAL OF MATERIALS FROM THE RENTAL SPACE. Prior to the expiration of the Rental Period, Renter shall:

A. Remove all materials and property brought to and placed on or within the Rental Space by Renter or Renter's Representatives; and

B. Leave the Rental Space in a clean and orderly condition that is satisfactory to the County.

The County is not responsible for any material(s) or item(s) left on or within the Rental Space by Renter or Renter's Representatives. Any materials or items remaining on or within the Rental Space after the expiration of the Rental Period shall become the property of the County and shall be disposed of by the County pursuant to the County's sole discretion. The Renter shall be solely responsible for any costs or expenses incurred by the County to remove property or materials or repair damaged property after the expiration of the Rental Period.

10. SIGNS. Renter is prohibited from displaying signs and/or posters on any building or structure at the Western Sports Park without, unless Renter receives prior written authorization from the Western Sports Park staff. This prohibition applies to the exterior and interior of all buildings and structures within the Western Sports Park.

10. INSURANCE. Renter shall satisfy either subsection a. or subsection b. below regarding insurance in connection with the Agreement:

A. Renter shall:

(1) Prior to the commencement of the Rental Period, obtain a valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements such as in the Agreement, with coverage equal to or greater than the following coverage minimums (the "Policy"):

- (a) Each occurrence - \$1,000,000.00;
- (b) Damage to Rented Premises - \$100,000.00;
- (c) Medical Exp. (Any one person) - \$5,000.00;
- (d) Personal and Adv. Injury - \$2,000,000.00;
- (e) General aggregate - \$2,000,000.00; and
- (f) Products – Comp/Op aggregate - \$2,000,000.00;

(2) Prior to the commencement of the Rental Period, provide the County with a valid "Certificate of Liability Insurance" that satisfies the coverage minimums above and that names "Davis County" as the certificate holder; and

(3) Maintain the Policy throughout the entire Rental Period.

B. Renter shall, prior to the commencement of the Rental Period, obtain a valid special event liability policy for Renter's event/space under the Agreement and provide the County with proof of Renter's valid special event liability policy. To secure a special event policy for Renter's event/space, Renter may, among many other options for obtaining a special event policy for Renter's event/space:

- (1) Contact your local insurance agent to set up a policy for your event/space; or
- (2) Use an online special event insurance company that may be found at one of the 3 websites identified below or another special event insurance company of Renter's choice.
 - (a) <https://www.theeventhelper.com>;
 - (b) <http://www.markelinsurance.com/event>; or
 - (c) <http://www.thimble.com/event-insurance>

Renter's policy under subsection B. above must:

- (1) Specify date(s) of event and event description;
- (2) Provide a minimum liability requirement of \$1,000,000.00 per occurrence; and
- (3) Name Davis County as a certificate holder insured as follows: Davis County 61 South Main Street P.O. Box 618 Farmington, UT 84025

11. INDEMNIFICATION AND HOLD HARMLESS. Renter shall indemnify and hold harmless County, and the County's officials, employees, agents, and other representatives (collectively, the "County Representatives"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the County Representatives (collectively, "Losses"), and any cost or expense incurred by the County Representatives in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and

Resolution Expenses together mean “Indemnifiable Losses”) relating to this Agreement or the negligent, reckless, or willful acts or omissions of the Renter or the Renter’s officers, employees, agents, or other representatives (“Renters Representatives”), except to the extent that the County Representatives either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the County’s material breach of this Agreement. Renter’s compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit Renter’s obligations under this section. The rights and obligations of the parties set forth in this section will survive the termination of this Agreement.

12. **SMOKING.** Smoking (including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, and hookahs) is prohibited on the Western Sports Park property. Failure to comply with this section is grounds for the County, in its sole discretion, to immediately terminate this Agreement.

13. **ALCOHOLIC BEVERAGES.** Renter shall not allow or cause any alcoholic beverage to be served to, consumed by, or provided to any person or persons participating in Renter’s activities without prior written approval from County. If the Renter obtains written approval from the County, it is the responsibility of the Renter to comply fully with the conditions of that approval as well as:

(a) the provisions and restrictions set forth by the Utah Department of Alcoholic Beverage Control;

(b) the Utah Alcoholic Beverage Control Act (Utah Code Ann. §§ 32B-1-101 et seq.) including, but not limited to, Utah Code Ann. §§ 32B-9-304 and 32B-9-305 regarding, at least in part, single event permits, and Utah Code Ann. §§ 32B-4-401 through 32B-4-422 regarding, at least in part, the sale, purchase, possession, or consumption of alcoholic beverages (including, but not limited to, the prohibition of sales or distribution of alcoholic beverages to minors); and

(c) any and all other applicable Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies.

14. **EVENT SECURITY AND SUPERVISION.** If the Renter intends for alcohol to be sold, provided, consumed, served, and/or made available, in any manner, during the Rental Period, the Parties acknowledge, understand, and agree as follows:

A. Renter shall notify County, in writing, of Renter’s intention for alcohol to be sold, provided, consumed, served, and/or made available during the Rental Period at least 30 calendar days prior to the commencement of the Rental Period;

B. Upon Renter timely notifying County of its intention for alcohol to be sold, provided, consumed, served, and/or made available during the Rental Period, County shall, or if Renter obtains County’s written authorization to hire a party to perform security at the Event, Renter shall hire a third-party contractor to perform security at the Event, and Renter hereby agrees to pay, in full, the fees, expenses, or otherwise in connection with the third-party security for the Event;

C. If it becomes necessary for Law Enforcement/Public Safety personnel to respond to a situation occurring at the Event, the Renter shall be responsible for and agrees to pay all costs to the County associated with such a response; and

D. Renter and Renter’s Representatives hereby release County from and waive any and all actions, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations are known or unknown, are in law, equity, or otherwise, against County that may arise from, in connection with, or relate to the security provided by the third-party.

If alcohol will not be sold, provided, consumed, served, and/or made available, in any manner, during the Rental Period, the Parties acknowledge, understand, and agree as follows:

A. Renter shall be responsible for providing adequate and appropriate security measures for the protection of

the Rental Space, Renter's property, all persons attending or participating in the Event, and providing personnel with adequate and appropriate training and experience to implement necessary security measures;

B. Renter shall supervise any activity or business conducted or sponsored by Renter on or within the Rental Space;

C. Renter shall supervise or appoint an adult to supervise any and all minors attending or participating in activities conducted by or sponsored by Renter; and

D. If it becomes necessary for Law Enforcement/Public Safety personnel to respond to a situation occurring at the Event, the Renter shall be responsible for and agrees to pay all costs to the County associated with such a response.

15. CATERING. For purposes of this Agreement, a caterer is an independent vendor responsible for preparing, delivering, and serving food and beverages for activities and events taking place at the Western Sports Park. Thus, a caterer includes such services as food trucks, drop-off meals, concessions, outside snacks, beverage services and similar vendors. If the Renter desires to have the Event catered, the Renter shall:

A. Notify County, in writing, of Renter's desire to have the Event catered at least 30 calendar days prior to the commencement of the Rental Period;

B. Contact the County's designated caterer to arrange to have the Event catered at least 30 calendar days prior to the commencement of the Rental Period; and

C. After contacting the County's designated caterer, exclusively work with the County's designated caterer to have the Event catered.

Renter acknowledges and agrees that the County's designated caterer is the sole caterer it may use to cater the Event unless the Renter receives the County's express written authorization to use another caterer. Renter further acknowledges and agrees that, but for the County receiving notice from the Renter regarding the Renter's desire to have the Event catered, the County shall have no role or involvement in catering the Event. Consequently, the Renter and Renter's Representatives hereby release the County from and waive any and all actions, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations are known or unknown, are in law, equity, or otherwise, against the County that may arise from, in connection with, or relate to the catering of the Event.

16. Food Trucks. If the Renter desires to have a Food Truck cater the event, the Renter must obtain the County's express written authorization. In addition, Renter hereby acknowledges that use of a Food Truck may be subject to additional fees and requirements, including but not limited to, permits, insurance requirements, local health department requirements, set up fees, utility charges and other similar and applicable requirements.

17. Beverages. Renter acknowledges that Pepsi is the exclusive beverage provider at the Western Sports Park and hereby agrees to offer or sell only Pepsi products for beverages at any Event held in the Rental Space. Renter understands and agrees that it may not bring in Pepsi products, and further agrees that any food vendor or caterer used by Renter for any Event held in the Rental Space shall purchase such Pepsi products directly from the County.

18. Forklift. The County has a forklift that Renter may request to be used to move palletized items for an Event. The forklift may only be operated by designated County employees. If the Renter needs to use a forklift for its Event, the Renter shall:

A. Coordinate with the County prior to the Event to ensure that a designated County employee is available.

Scheduling the use of the forklift must occur 14 days prior to the Event.

B. Renter agrees to fully release the County and its employees or agents from any liability due to any damages that may occur to any person or property related to the loading or unloading of the palletized items, including the palletized items being loaded or unloaded by the County's forklift operator or the vehicle or trailer used to transport the palletized items.

C. Renter acknowledges that damage associated with the use of the forklift can include, but is not limited to damages to windows, truck beds, tailgates, trailers, or to the palletized items. Renter accepts these risks and assumes responsibility for transporting its palletized items safely.

D. The County reserves the right to withhold loading or offloading assistance if, in the County's opinion, damage may occur due to unsafe or questionable conditions. In this event, the Renter may be required to make other loading or offloading arrangements, independent of the County.

19. UTILITY CART. If the Renter desires to rent a utility cart from the County for use at the Western Sports Park, the Renter shall:

A. Pay the County \$200 per day.

B. Renter acknowledges and agrees that Renter is knowledgeable about the safe use of the utility cart and/or has been trained in the use of the utility cart. Renter further agrees that Renter and all Renter Representatives will operate the utility cart in an appropriate manner, using the cart in its operation, and will not operate the utility cart in a reckless or dangerous manner.

C. Renter acknowledges that he/she has a valid driver's license.

D. Renter agrees to indemnify the County in accordance with Section 11 of this Agreement.

20. TICKET SALES AND EVENT INFORMATION. County is not a ticket agent or outlet for the Event. The Renter is responsible for any and all ticket sales and the dispersal of Event information to the public.

21. SURVIVAL. 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 warranties, insurance, indemnification, hold harmless, or damages, or with respect to any uncured breach or default of or under this Agreement.

22. RENTER CONTACT INFORMATION. The Parties acknowledge and agree that this Agreement is subject to the Utah Government Records Access and Management Act ("GRAMA") and may be subject to access and/or disclosure under GRAMA.

23. INCONSISTENCIES. The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference:

(1) This Agreement;

(2) Any attachments to this Agreement; and

(3) Any other documents referenced in this Agreement or incorporated into this Contract by reference.

24. ASSIGNMENT AND SUBLEASE RESTRICTED. This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.

25. WAIVER. A right, remedy, power, privilege, or otherwise under this Agreement is not waived by a party

unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.

26. RELATIONSHIP OF THE PARTIES. The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The Parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party, or to bind the other party in any manner.

27. ENTIRE AGREEMENT. This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.

28. AMENDMENT. This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.

29. GOVERNING LAW; EXCLUSIVE JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.

30. 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 strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws or regulations, 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 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.

31. SEVERABILITY. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.

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

33. 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.

34. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assignees, 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 under this Agreement.

35. TIME OF ESSENCE. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

36. RECITALS INCORPORATED. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

37. COUNTERPARTS; ELECTRONICALLY TRANSMITTED SIGNATURES. If the Parties sign this Agreement in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one Agreement. If one or more of the parties digitally sign this Agreement or if one or more of the parties electronically transmit this Agreement with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, Renter, through its authorized representative, has digitally signed and approved this Agreement as set forth below. Alternatively, if the Renter is not digitally signing and approving this Agreement, the Renter shall sign and date this Agreement in the signature block below. County has executed this Agreement on the date stated below.

Client Signature

Printed Name: Austin Carter Vesta

Signed: 8/5/2026 at 3:33 pm

Austin Carter Vesta

This section reserved for staff signature

By:

Printed Name:

Bob J Stevenson

Date:

ATTEST:

Brian McKenzie, Davis County Clerk

Date:

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Information Systems
Presenter: Jeff Hassett, Director
Agenda Item: Approval of an Agreement with Comcast for an Upgraded Network Connection - Tech Center

Vendor/Customer Name:	Purchase Type:	Procurement Method:
Comcast	Ongoing	N/A

Financial Information:

- Type: Payable
- Amount: \$729.00/month

Terms:

- Beginning Date: 8/15/2026
- Ending Date: 8/15/2031

Additional Financial Terms:

- GL Account Number: 6210820-562286
- Davis County Match: N/A
- Additional Financial Information: This is an upgrade of existing line, net change is \$500/month and no additional budget required

Attachments:

1. Comcast SOA - Davis County EOC EPL - 08.05.26 -

2026-795

Submitted by: Jeff Hassett, Director
Requested meeting date: 8/11/2026

MSA ID#: UT-152652-WKennSO ID#: UT-152652-WKenn-30800040Account Name: Davis County

CUSTOMER INFORMATION (for notices)

Primary Contact: Mike PaceBilling Account Name Davis County

INVOICE ADDRESS

Title: Deputy Director, Information Systems

Billing Name

Address 1: 61 South Main StreetAddress 1: 61 South Main StreetBilling Contact: Mike Pace

Address 2:

Address 2:

Title: Deputy Director, Information SystemsCity: FarmingtonCity: FarmingtonPhone: (801)451-3437State: UTState: UT

Cell:

Zip Code: 84025Zip: 84025

Fax:

Tax Exempt: YesPhone: (801)451-3437Email: mikep@daviscountyutah.gov

Cell:

Fax:

Email: mikep@daviscountyutah.gov

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$0.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$0.00

Change Monthly Recurring Charges:	\$700.00
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$700.00

Total Monthly Recurring Charges:	\$700.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$700.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
---------------------------------------	---------------

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

Total Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

This Sales Order Form No. UT-152652-WKenn-30800040 is made a part of that certain State of Utah Cooperative Contract No. MA4567 between State of Utah and Comcast Cable Communications Management, LLC; As amended by the State of Utah and Comcast (as so amended, the "Agreement") and is subject to terms of such Agreement. In the event of a clear conflict between the Comcast Terms and Conditions and the State of Utah procurement laws, the State of Utah procurement laws shall take precedence.

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)

COMCAST USE ONLY (by authorized representative)

Signature:

Signature:

Sales Rep:

Robert O'Malley

Name:

Name:

Sales Rep E-Mail:

robert_omalley@comcast.com

Title:

Title:

Region:

Mountain West

Date:

Date:

Division:

West



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: **Davis County**

Date: **8/3/2026**

MSA ID#: **UT-152652-WKenn**

SO ID#: **UT-152652-WKenn-30800040**

Short Description of Service:

1G EPL - 60 month term

Service Term: **60 MONTHS**

PAGE 2 of 3

Line				Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
	Request	Action	Service(s)						Monthly	One-Time
001	New	Add	Ethernet Network Interface - Gig E	Port	Emergency Ops Center / 851 W CL	-	Interstate	1	\$143.99	\$0.00
002	New	Add	Ethernet Network Interface - Gig E	Port	-	Emissions / 20 N 600 W	Interstate	1	\$143.99	\$0.00
003	New	Add	EPL - Basic Network Bandwidth	1000 Mbps	Emergency Ops Center / 851 W CL	Emissions / 20 N 600 W	Interstate	1	\$412.03	\$0.00
004	-	-	-	-	-	-	-	-	\$0.00	\$0.00
005	-	-	-	-	-	-	-	-	\$0.00	\$0.00
006	-	-	-	-	-	-	-	-	\$0.00	\$0.00
007	-	-	-	-	-	-	-	-	\$0.00	\$0.00
008	-	-	-	-	-	-	-	-	\$0.00	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	-	-	-	-	-	-	-	-	\$0.00	\$0.00
011	-	-	-	-	-	-	-	-	\$0.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$700.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 8/3/2026

MSA ID#: UT-152652-WKenn

SO ID#: UT-152652-WKenn-30800040

Account Name: Davis County

PAGE 3 of 3

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Emergency Ops Center	851 W CLARK LN		FARMINGTON	UT	84025	\$0.00	Mike Pace	(801)451-3437	mikep@daviscountyutah.gov	No
2	Emissions	20 N 600 W		FARMINGTON	UT	84037	\$0.00	Mike Pace	(801)451-3437	mikep@daviscountyutah.gov	No
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
32											
33											
34											
35											
36											
37											

Board of Davis County Commissioners
AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: Tax Administration
Presenter: Scott Parke, County Controller
Agenda Item: Property Tax Register 08-11-2026

Vendor/Customer Name:	Purchase Type:	Procurement Method:
N/A	N/A	N/A

Financial Information:

- Type: Payable | Receivable | Pass-Through
- Amount: \$

Terms:

- Beginning Date: MM/DD/YYYY
- Ending Date: MM/DD/YYYY

Additional Financial Terms:

- GL Account Number:
- Davis County Match: Yes | No | N/A
- Additional Financial Information:

Attachments:

1. Property Tax Register Cover Sheet - 08-11-2026

2026-32

Submitted by: Aaron Moyes
Requested meeting date: 8/11/2026

DAVIS COUNTY BOARD OF EQUALIZATION
PROPERTY TAX REGISTER COVER SHEET
Register Date: August 11, 2026

Auditor's Adjustments:

Tax Exempt Requests:

Totals	0	\$	-	See Report for Details
---------------	----------	-----------	----------	------------------------

Appeals:

Appeals Approved Report	See Report for Details on Appeals
Appeals Hearing Recommendation	See Report for Details on Appeals

Totals	3	\$	480,000
---------------	----------	-----------	----------------

Abatements

Abatements "Late after Sept. 2nd"			
Abatements Deny Report		\$	-
Totals	0	\$	-

Corrections:

Totals	6	\$	6,558.40
---------------	----------	-----------	-----------------

Assessor's Adjustments:

Assessor's Value Corrections:

Totals	0
---------------	----------

Personal Property Penalty Waivers:

Total	0	\$	-
--------------	----------	-----------	----------

Escapements:

Total	0	\$	-
--------------	----------	-----------	----------

Corrections:

Board of Equalization Corrections				Value Changes for Appeals & Assessor Initiated Corrections & Exempt Changes
Totals	6	\$	1,511,809	

Greenbelt: