

TOWN OF DANIEL, UTAH MUNICIPAL RESOLUTION

Number: DR-2026-09-14A

Approved Date: September 14, 2026

Effective Date: September 14, 2026

Short Title: Resolution authorizing Interlocal Agreement with Wasatch County for snow removal.

Purpose: Snow removal services to be provided to the Town of Daniel by Wasatch County for the winter season of 2026-27.

Resolution: Whereas, Chapter 13 of Title 11 of the Utah Code permits local governmental units to cooperate for mutual advantage and thereby provide service in a manner that will accord best with geographic, economic, population, and other factors, including the needs and development of local communities for the overall promotion of the general welfare of the State; and

Whereas, the Town desires that the County provide snow plowing services for the public roads located within the municipal boundaries of the Town of Daniel; and

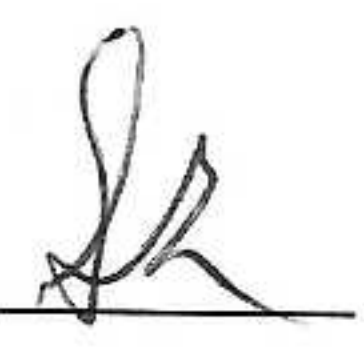
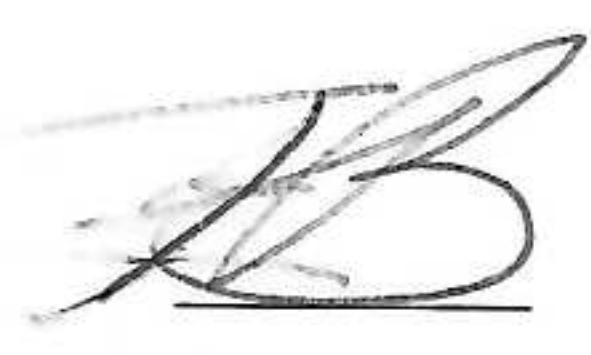
Whereas, the County is able and willing to provide snow plowing services on a season-by-season basis; and

Whereas, the Town and the County desire to establish the terms of their cooperation to provide the aforementioned services,

The Daniel Town Council does hereby resolve and approves that an Interlocal Agreement be entered into between Wasatch County and the Town of Daniel for snow removal services for the winter season of 2026-27, and authorizes the mayor to negotiate, sign, and enter into such an agreement. Once signed, said agreement will be attached to this resolution as a permanent record.

DR 2026-09-14A

Passed and adopted by the Mayor and Town Council of Daniel, Utah this 14th day of September, 2026 by the following vote:

	Yay	Nay	Absent
Mayor Scott Kohler	<u></u>	<u> </u>	<u> </u>
Councilmember Gary Walton	<u></u>	<u> </u>	<u> </u>
Councilmember Eric Bennett	<u></u>	<u> </u>	<u> </u>
Councilmember Stefanie Grady	<u></u>	<u> </u>	<u> </u>
Councilmember Brooke Rose	<u></u>	<u> </u>	<u> </u>
	<u></u>	<u> </u>	<u> </u>
	Mayor		


Recorder or Acting Recorder

INTERLOCAL AGREEMENT FOR SNOW PLOWING

This Interlocal Agreement ("Agreement") is entered into between Wasatch County, a political subdivision of the State of Utah (hereafter "County"), and Daniel a public agency (Utah Code 11-13-103(19)) of the State of Utah (hereafter "the Agency") on this 14 day of September, 2020

RECITALS

WHEREAS, the Utah Code permits public agencies, including political subdivisions, municipalities, and departments of the State of Utah, to cooperate with each other for mutual advantage and thereby to provide services in a manner that will accord best with geographic, economic, population and other factors including the needs and development of local communities for the overall promotion of the general welfare of the State (Utah Code 11-13-102 & 202); and

WHEREAS, the Agency desires that the County provide snow plowing services for the public roads located within the jurisdiction of the Agency; and

WHEREAS, the County is able and willing to provide snow plowing services on a season-by- season basis; and

WHEREAS the Agency and the County desire to establish the terms of their cooperation to provide the aforementioned services.

AGREEMENT

NOW THEREFORE, the County and the Agency hereby agree as follows:

- I. Services: The County hereby agrees to provide snow plowing services for the public roads located within the municipal boundaries of the Agency at the same general level as the service is provided to areas located in the unincorporated County. Attachment "A" hereto identifies the roads, and portions thereof, that are covered by this Agreement.
2. Fees: The Agency hereby agrees to pay the County current FEMA and Labor rates for snow plowing services that the County performs within the jurisdiction of the Agency and current rates per cubic yard of salt that the County uses within the jurisdiction of the Agency.
3. Term: As the County will be required to incur irrevocable expenses to prepare to perform its obligations under this Agreement, this Agreement will therefore be irrevocable for this Winter Season. This Agreement will expire at the conclusion of this winter season and will not be automatically renewed for the next winter season.
4. Payment: The County will send a billing statement for the hours of work performed and the salt used by the 10th of every month to the Town. The Town will pay said billing statements by the last day of the same month. If the County does not receive timely payment, the County may, at its discretion, (a) cease performance of this Agreement, (b) collect interest at the statutory pre-judgment rate, (c) collect any costs of collection, including reasonable attorneys' fees, and (d) collect any other applicable damages for breach, including a recovery of the investments the County inclined to be able to perform its obligations under this Agreement. The County's attorney fees, if incurred by attorneys who are employees of the County, shall be calculated at the then prevailing rate for attorneys in private practice with similar years of experience practicing law.

5. Contact Persons: In the event that issues relating to this Agreement arise that require discussion, the following shall be the contact persons:

a. For the County:

Terry Ekker, Director of Public Works Office: (435) 654-1661 tekker@wasatch.utah.gov

b. For the Agency:

Name/ Title	Phone	Email
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INTERLOCAL ACT REQUIREMENTS

1. No interlocal entity is created by this Agreement.
2. Pursuant to Utah Code Section 11-13-202.5, this Agreement has been reviewed by the attorney representing each Party.
3. Pursuant to Utah Code Section 11-13-207, this Agreement shall be administered by the County Public Works Director, Terry Ekker.
4. Pursuant to Utah Code Section 11-13-207, this Agreement does not provide for the joint acquiring, holding, or disposing of real or personal property.
5. Pursuant to Utah Code Section 11-13-209, this Agreement will be filed with the keeper of records of the County and of the Agency.
6. Each Party represents is has budgeted for the expenses associated with this Agreement. Otherwise, the Party shall have this Agreement approved by its legislative body, if the Party is a political subdivision, or if the Party is a state department, the director of the Agency. Utah Code 11-13-202.5.

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and month recited above,

WASATCH COUNTY:

By:

County Manager

County Clerk

AGENCY:

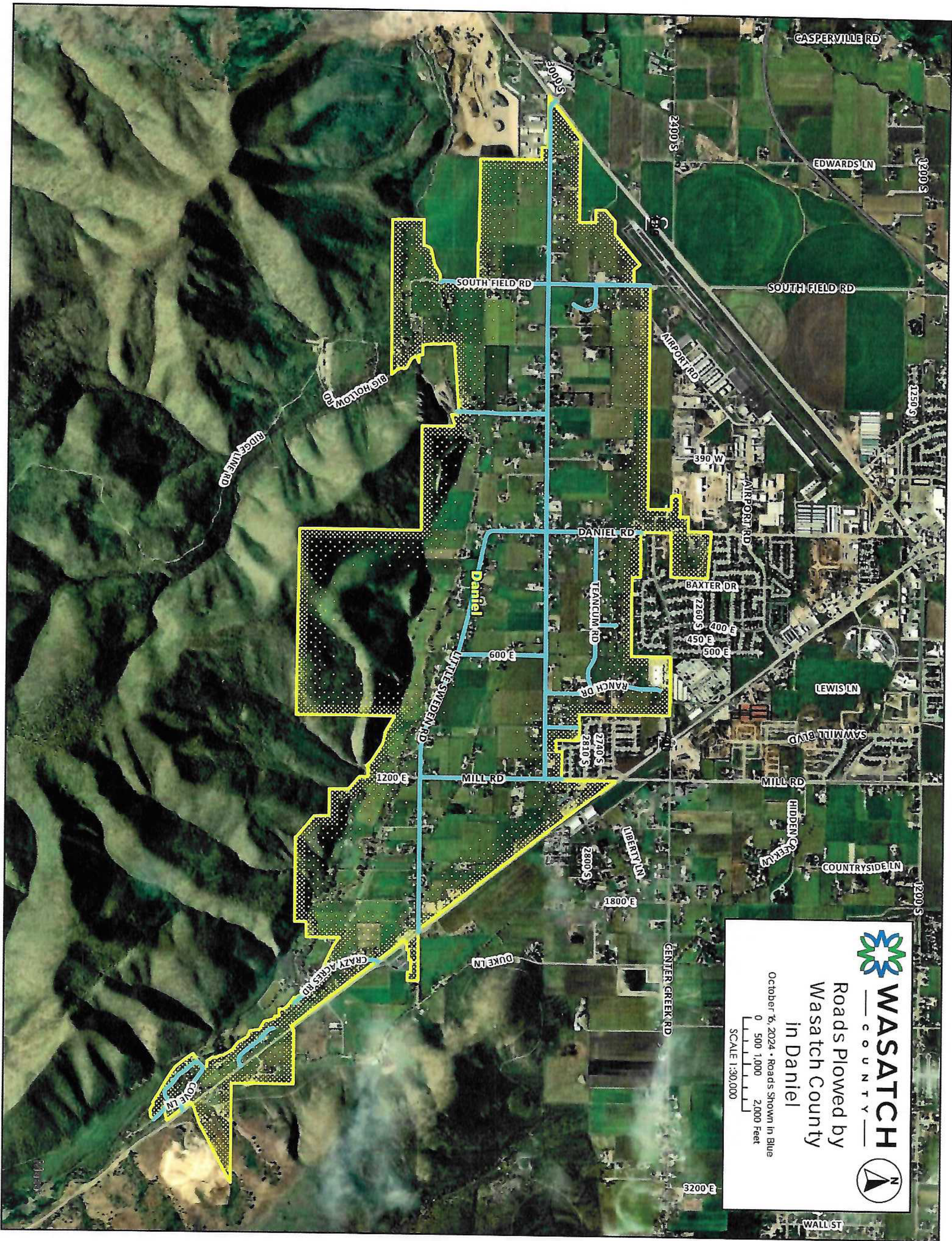
By:

Scott Kuhn
Town Mayor

Megan Jordan
Town Clerk



Attach: Attachment A – Map.



 **WASATCH**
— c o u n t y —

Roads Plowed by
Wasatch County
in Daniel

October 16, 2024 • Roads Shown in Blue

0 500 1,000 2,000 Feet
SCALE 1:30,000

