

SOUTH WEBER CITY COUNCIL AGENDA

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PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in an electronic meeting on Tuesday March 31, 2020 streamed live on YouTube, commencing at 6:00 p.m.

OPEN (Agenda items may be moved in order or sequence to meet the needs of the Council.)

1. Pledge of Allegiance: Councilwoman Petty
2. Prayer: Councilman Soderquist
3. Corona Virus Update
4. Public Comment: All comments must be submitted by email to publiccomment@southwebercity.com
 - a. Comments must be received prior to the meeting start time
 - b. Subject line should include meeting date, item # (or general comment), first and last name
 - i. Comments without first and last name will not be included in the public record

ACTION ITEMS

5. Approval of Consent Agenda
 - a. Minutes 2020-02-25
 - b. Minutes 2020-03-10
 - c. Check Register February
 - d. January Budget to Actual
6. Resolution 2020-11: Plan Review Services Provider Pool
 - a. Award contract to West Coast Code Consultants, Inc
 - b. Award contract to Shums Coda Association
7. Brumfield Wedding Chapel Conditional Use Permit 19-02, 291 W South Weber Drive
8. Ambulance Purchase
9. Power Gurney Purchase

DISCUSSION ITEMS

10. General Plan Open House Format
11. Fiscal Year 2021 Budget Workshop
12. Procurement Policy Update
13. 2020 Legislative Review

REPORTS

14. New Business
15. Council & Staff
16. Adjourn

In compliance with the Americans With Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

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

DATE: March 26, 2020

CITY RECORDER: *Lisa Smith*

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 25 February 2020

TIME COMMENCED: 6:02 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

PRESENT: MAYOR:

Jo Sjoblom

COUNCIL MEMBERS:

Hayley Alberts (excused)
Blair Halverson
Angie Petty
Quin Soderquist
Wayne Winsor

CITY RECORDER:

Lisa Smith

CITY ENGINEER:

Brandon Jones

CITY MANAGER:

David Larson

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Kathy DeVino, JoAnn Reynolds, Paul Sturm, Roney Ketts, Peggy Bateman, Marsha Prantil, Joe Prantil, Jeff Judkins, Byron Bateman, Scott Mortensen, Lynn Poll, Amy Mitchell, Jeff Eddings, Corinne Johnson, Julie Losee, Sandra Layland, Chris Pope, Linda Marvel, Dan Murray, and Doug Ahlstrom.

Mayor Sjoblom called the meeting to order and welcomed those in attendance and excused Councilwoman Alberts from tonight's meeting.

PLEDGE OF ALLEGIANCE: Councilman Soderquist

PRAYER: Councilwoman Petty

CONFLICT OF INTEREST: None

PUBLIC COMMENT: Please respectfully follow these guidelines:

- a. Individuals may speak once for 3 minutes or less
- b. Do not make remark from the audience
- c. State your name and address
- d. Direct comments to the entire Council
- e. Note City council will not respond during the public comment period

Jeff Eddings, 2645 E. 7800 S., commented on the South Weber Transition Zone Development. He believed this is a poor location for a carwash because there are already carwashes in Layton and South Ogden. He pointed out this location can be windy. He expressed concern about light pollution especially another sign like the Maverik. He felt loud music might be played also.

Paul Sturm, 2527 Deer Run Drive, asked if it is the City Council or the Planning Commission that would approve the breaking up of Dan Murray's property along the frontage. Mr. Sturm referenced the RV Park agenda item questioning if the city is rewriting an ordinance for the

developer. He had numerous questions concerning the carwash on 2700 East including access and traffic congestion. He suggested widening 2700 East to address additional traffic and install a left-hand turn lane going north into Maverik. He related he addressed these same concerns with the Planning Commission. (see Citizen Input #1 Sturm)

Byran Bateman, 626 Cottonwood Drive, thanked the Mayor, David Larson, and Councilman Halverson for the meeting held last Thursday night with Cottonwood Drive residents. He stated all (7) residents along Cottonwood Drive are willing to transfer to Uintah City. He identified they are currently in fact finding mode. He thanked the City for the asphalt patching that took place yesterday.

Joe Prantel, 800 East Cottonwood Drive, said the residents on Cottonwood are still trying to evaluate whether they want to be in unincorporated Weber County or Uintah City. He indicated they have not met with Uintah City. He was not antagonistic to South Weber City but wanted what is best for those residents in the future. He thanked the City for patching the road.

JoAnn Reynolds, 377 S. 7900 W., referenced Resolution 2020-06 and would like to know what items have been escrowed.

Julie Losee, 2541 E. 8200 S., referenced Ordinance 2020-01. She questioned why Mr. Mortensen could rezone the lot when he isn't the property owner. She suggested checking out Fairfield Road and Highway 193 where the Chevron is located. She specified this location is too small for what is being proposed. She proposed dividing it into two lots rather than three. She emphasized this area is the entrance to South Weber City.

Corinne Johnson, 8020 S. 2500 E., also mentioned Ordinance 2020-01. She discussed the motion made at the last Planning Commission meeting. She wanted to make sure the Conditional Use Permit (CUP) stays attached to the rezone request. She charged there is a conflict of interest with Commissioner Tim Grubb working on the R-7 zone as he currently owns R-7 Zoned property.

Lynn Poll, 826 E. South Weber Drive, commented he will miss the residents living along Cottonwood Drive if they go to Uintah City. He suggested widening 2700 East to three lanes, especially with the recent request for townhomes, carwash, etc. He communicated apprehension about the aesthetics of the townhomes. He reported the city has come a long way; however, he met with individuals at the senior luncheon who declared the City Council is not listening to them.

Amy Mitchell, 1923 Deer Run Drive, voiced misgiving with the South Weber Transition Zone Development. She specified the shared exit with the warehouses was a problem. She discussed likelihood of blocking the Maverik dump station. She averred this city is not a starter community. She announced individuals can find high density housing somewhere else. She vocalized the duplex on 1900 East and South Weber Drive looks nice. She had misgivings about the sewer capacity especially with the construction of the Lofts at Deer Run Drive. She echoed distress at the possible conflict of interest with Tim Grubb and the R-7 Zone. She thanked everyone for their service.

CONSENT AGENDA:

- **January Check Register**
- **December Budget to Actual**

Councilwoman Petty questioned page 3 of the January check register concerning public defender fees. David Larson, City Manager, explained the City is required to cover public defender fees for criminal charges. He further explained defendants must meet eligibility requirements to be assigned a public defender. Lisa Smith, court clerk, clarified if the charge is dismissed, the defendant cannot be required to make any payment towards attorney fees. If the defendant is found guilty or pleads guilty, the judge can assess some of the fees for the defendant to pay. In all cases the City pays the attorney fees and if the judge determines the defendant is able to pay fees the defendant pays the court restitution for that service.

David explained three years ago there was an evaluation as to whether to buy an ice machine for the fire department. At that time, the decision was made to lease an ice machine. The Fire Chief was open to re-evaluating options and so David presented a cost estimate for leasing an ice machine versus purchasing an ice machine. (see packet addendum) Councilman Halverson indicated it is important to keep in mind that the City must provide ice for large calls regionally. It was decided the Fire Department will continue leasing the ice machine.

Councilwoman Petty commented about the email received explaining payment to Jones & Associates. She understood there was an issue with the check which was subsequently voided. David explained there was a system error and a check was voided.

Councilman Halverson moved to approve the consent agenda. Councilman Soderquist seconded. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Resolution 2020-06: Final Acceptance of Bowman Old Farm Estates Improvements.
Applicant Warren Reynolds: Brandon Jones, City Engineer's, reviewed his memo of 13 February 2020. It reads as follows:

Background

This subdivision was approved and began construction back in December of 2015. In December 2017, the Developer requested inspection for Conditional Acceptance of the subdivision improvements (which would start the 1-yr Guarantee period). A punch list of items left to complete was generated and given to the Developer. Since this punch list was generated, there has been a lot of back and forth between the Developer and the City on the addressing of these remaining items. The main reason for this is because the Developer did not agree with all the items on the punch list. As a result, Conditional Acceptance was never formally given and 1-yr Guarantee period was never formally completed. At this point, all but three items have been addressed.

As it relates to all the other improvements, we have completed inspections of the improvements and have found them to meet the minimum South Weber City standards in accordance with the approved improvement plans.

Remaining Improvements:

The three remaining improvements as follows:

- \$1,500 – Rip rap at storm drain outlet
- \$1,800 – Flared-end section at storm drain outlet

- \$3,000 – Street repair at subdivision entrance
- **\$6,300 - Total**

Escrow Release

The following are the items and associated amounts that have been released from escrow to the City:

- \$6,300 – Remaining Improvements (see above)
- \$14,960 – Fee in lieu of Detention
- \$8,181 – Chip & Seal
- \$6,400 – Streetlights
- **\$35,841 – Total**

Completion of Improvements As it was difficult to come to terms on the remaining improvements, the Developer agreed to have the above amount for the remaining improvements released from escrow to the City. The City will complete the street repair as a part of this summer's street maintenance projects. The flared-end section and rip-rap can be installed by the City or in conjunction with the next Canyon Meadows Park project (as the location is adjacent to the park and has better access than through the backyard of the current property owner). The fee in lieu of detention will be used towards payment of the City's participation in the Old Maple Farms regional detention basin. The chip & seal will be completed as part of this summer's street maintenance projects. The streetlights will be installed with the streetlight project.

Recommendation

Even though the 1-yr Guarantee period was never officially granted, we feel that the purpose of the Guarantee period has been fulfilled. The majority of the improvements have been installed and in good working order for nearly 3 years. We therefore recommend granting Final Acceptance of the subdivision and all associated improvements.

Once accepted, all remaining escrow funds can be released.

JoAnn Reynolds, 377 S. 7900 W., explained they paid \$14,000 in cash and not in escrow. Brandon stated the remaining escrow will be given back to the developer. Brandon addressed the storm drainpipe that crosses South Weber Drive. He was not aware the pipe had been crushed. He said the grade of the pipe crosses through the subdivision and exits out of Canyon Meadows Park, which was approved and installed. Brandon was tasked with researching the crushed pipe. He mentioned it could take place during the wetland improvements for Canyon Meadows Park.

Councilwoman Petty moved to approve Resolution 2020-06: Final Acceptance of Bowman Old Farm Estates Improvements. Applicant Warren Reynolds. Councilman Halverson seconded. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilman Winsor moved to open the public hearing to open and amend the Fiscal Year 2020 Budget. Councilman Halverson seconded. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

***** PUBLIC HEARING *****

Public Hearing to Open and Amend the Fiscal Year 2020 Budget:

Mayor Sjoblom explained the current city budget for 2019-2020 was adopted on August 20, 2019. At the time the budget was prepared, South Weber City was studying our streetlights and working on a plan for the City to install and to own the streetlights in the future. A plan has now been developed, and the City desires to move forward with the first installation of 39 streetlights in new subdivisions. The second amendment is for the restoration of wetlands at Canyon Meadow Park. Since budget adoption the Army Corp of Engineers has informed the City of what must be done to meet their requirements. This year’s budget needs to be opened and amended to reflect these two changes.

Capital Projects Revenues

45-34-270	Developer Payments for Improvements	+	\$241,600
45-39-389	Fund Balance to be Appropriated	+	\$ 69,400
45-39-389	Fund Balance to be Appropriated	+	\$ 75,000

Capital Projects Expenditures

45-60-730	Improvements other than Buildings	+	\$311,000
45-70-730	Improvements other than Buildings	+	\$ 75,000

Mayor Sjoblom asked if there were any public comment. There was none.

Councilman Winsor moved to close the public hearing to open and amend the Fiscal Year 2020 Budget. Councilman Halverson seconded. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

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

Resolution 2020-08: Amend Fiscal Year 2020 Budget:

Mayor Sjoblom petitioned when the streetlights will be purchased. David replied as soon as the funds are approved the streetlights will be ordered with an estimated 8 to 10-week delivery.

Councilwoman Petty moved to approve Resolution 2020-08: Amend Fiscal Year Budget 2020. Councilman Soderquist seconded. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Streetlight Purchase:

City Engineer, Brandon Jones, memo of 20 February 2020 is as follows:

BACKGROUND Years ago, developers worked directly with Rocky Mountain Power (RMP) for the installation of the streetlights needed for their developments. Then several years ago, RMP changed their policy to require the City to file the Installation Request form on behalf of the developer, since the lights would be added to the City’s monthly bill. This meant that the City paid RMP for the streetlights, but it was paid by adding it to the monthly bill. The developer was required to escrow for the streetlights. The amount established in the escrow for the streetlights was then to be released to the City before the escrow account was closed. Through this process there was not much control over the streetlights being installed, nor the estimated amount held in escrow. The staff became concerned about the inconsistent style of streetlights being installed, the amount being escrowed and the potential poor performance of the streetlights. Therefore, they began looking into the idea of City-owned lights rather than RMP-owned lights.

In the later part of 2017, the City began having developers pay for the streetlights up-front before the plat was recorded rather than escrow for them. This was done to help ensure that the City was collecting the money for the streetlights and limiting the risk of the money getting released inadvertently from an escrow account. However, the amount being paid was still an estimate, since the actual cost was unknown. Based on discussions relating to the possibility of the city owning the streetlights, the staff did not move forward on any installation requests for RMP owned streetlights, knowing these streetlights would only need to be bought back in the future if the City made the decision to own their own streetlights.

In order to help facilitate making a well-informed decision, the Municipal Utilities Committee (MUC) was tasked with analyzing and evaluating what would be best for the City as it related to short-term and long-term costs, performance, and aesthetics. The City made the policy decision to move forward with City-owned streetlights in November 2018 and selected 3 different standard streetlight styles for the appropriate uses (residential, intersection, and corridor). The MUC recognized at the time that the amount of money collected from developers up to that point in time may not be enough for what it would actually take to install the new streetlights according to the new policy. However, given the long-term cost savings of the high-efficiency LED lights, the power savings made it worth the potential extra install costs. Since implementing the new policy, developers have been paying enough to cover the full cost to purchase and install the new streetlights.

DEVELOPMENTS

The following is a summary of developments needing streetlights:

Subdivision	Streetlight Style		Cost	Notes
	LP-1 (Residential)	LP-2 (Intersection)	Estimate Date	
Bowman Old Farm Estates	1	1	9/15/2016	
Ferndale		1	10/16/2017	
Freedom Landing 1	1		11/16/2017	
Freedom Landing 2	1		11/7/2018	
Harvest Park 1	2	3	9/6/2019	
Harvest Park 2		1	9/6/2019	1 installed w/ Old Fort Rd.
Hidden Valley Meadows 1	1	2	10/26/2017	
Hidden Valley Meadows 2	1	3	8/24/2018	
Old Maple Farms 1 & 2	2	4	12/21/2017	1 installed w/ Old Fort Rd.
Old Maple Farms 3	2	2	8/24/2018	
Ray Creek Estates	1	1	2/14/2018	
Riverside Place 1 & 2	2	3	7/28/2017	1 installed w/ Old Fort Rd.
Riverside Place 3	2	1	3/18/2019	
Sun Rays	1	1	3/5/2019	
Valley Flats	1	1	7/22/2016	
Subtotal	18	24		
Total (to be installed)	18	21		

BUDGET

Based on the fixed pricing in the Agreement that the City has with Stevens Sales Company (SSCO), the purchase price for the 39 streetlights listed above is \$131,403. The installation of these streetlights will be bid out and a recommended contractor will be brought back to the City Council for a potential awarded contract. At this point, our estimate for this work (including installation, connection fees, and contingency) is approximately \$178,000, giving a total project cost of \$310,000. The revenue received from developers for the streetlights listed above totals \$241,600. Therefore, a minimum of an additional \$70,000 would need to be budgeted in order to complete the installation of all the streetlights listed above. Based on the cost savings from power alone, this additional installation amount will pay for itself in 7 years (compared to the previous policy of RMP-owned streetlights).

Councilwoman Petty moved to approve the streetlight purchase. Councilman Winsor seconded. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Resolution 2020-09: Amend Consolidated Fee Schedule:

Background: There were two items to be changed in the Consolidated Fee Schedule. The first was to add verbiage to clarify how the culinary water rates were adopted and calculated. The City's water rates have historically been based per 1,000 gallons of use which is the generally accepted practice of municipal water companies across the state. The phrase "per 1,000 gallons" is being added to Chapter 16.2. The second Change was adding the "Franchise Application" fee to Chapter 1.16. During a recent review of the Telecommunication Right-of-Way code adopted in 1998, staff found it includes an application fee of \$500. This change would bring the Consolidated Fee Schedule in line with the city code.

Summary: Change the Consolidated Fee Schedule to add clarification to the city water rates and to add the Franchise Application Fee.

Councilman Soderquist moved to approve Resolution 2020-09: Amend Consolidated Fee Schedule. Councilman Halverson seconded. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Medical Director Contract

Mayor Sjoblom recounted the Fire Departments three-year contract with their medical director, Doctor Summer Grace, is set to expire March 1st. The current contract is \$4,000. Fire Chief Tolman requested to renew the contract with Doctor Summer Grace for three more years and increase her pay to \$8,000 annually which will be paid quarterly.

Councilman Soderquist moved to approve Medical Director Contract of \$8,000. Councilwoman Petty seconded. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

DISCUSSION:

City Code 10-1-10: Definitions, Recreational Vehicle Park Occupancy

Riverside RV Park has applied for a conditional use permit which has brought into question the appropriate length of stay allowed in an RV park. The current definition was amended by ordinance 18-03 to read "RECREATIONAL VEHICLE PARK OCCUPANCY: The length of

stay at a recreational vehicle park shall be no greater than one hundred eighty (180) consecutive days provided that:

A. The recreational vehicle:

1. Is not permanently connected to utilities.
2. Maintains wheels attached to the unit.
3. Shall not have any permanent additions attached.
4. Has left the park for at least five (5) consecutive days before returning.”

Councilman Halverson recommended amending the 180 days. Councilwoman Petty advocated amending the leave time to 14 days. The matter was sent to committee.

Ordinance 2020-01: Rezone South Weber Transition Lot 1 from Commercial Highway (CH) to Commercial (C). Applicant Scott Mortensen

Mayor Sjoblom explained Scott Mortensen is proposing to construct a car wash along the 2700 East frontage road directly behind Maverik. The property is currently zoned commercial highway (CH) and he is requesting to rezone to commercial (C). An automatic car wash not to exceed four (4) wash bays is specifically identified as a conditional use in the commercial zone. Planning Commission reviewed the rezone request along with preliminary site and improvement plans on February 13, 2020. Planning Commission recommended approval of the rezone and approved the preliminary plans.

Approving the rezone would not approve the site and improvement plans. Prior to the Council granting final approval, final plans would need to be completed and submitted for staff review, followed by Planning Commission review, and ultimately City Council review.

Although the preliminary plans are included for information, the only thing being considered is the rezone application. The rezone ordinance includes a reversion clause that would change the zone back to CH on January 1, 2021 if the property were not developed as a car wash by Scott Mortensen and open for business by December 31, 2020.

Brandon Jones reported Dan Murray has signed an affidavit allowing Scott Mortensen to apply for a rezone. He explained this item is on the agenda for discussion only and no action will take place. Brandon clarified the application states the legal description for the area proposed for rezone although it is referenced as lot 1 for convenience, there is not an actual lot 1 yet. David related the intent is to have the CUP approved with the rezone and that is still the case with this subdivision. He stated ultimately the intent is to understand the entire concept and development proposal and that is why it all went before the Planning Commission for their review. The only item that has been recommended for approval is the car wash. He specified an applicant can request a rezone without any development plan.

Brandon explained there are still things that need to be addressed prior to any final approval. In fact, items brought up will be addressed and considered before final approval. David addressed the sunset clause for this request and the property reverting to the original zone at the end of the year. Councilman Soderquist asked about the safety of getting in and out of the development. Brandon conveyed those concerns still need to be reviewed and addressed. Councilman Halverson uttered the developer is trying to put too much on this property. He relayed the lot should stand on it own and it currently doesn't.

Mr. Murray discussed UDOT requiring access points to be shared because it is safer. He stated on the north side of South Weber Drive, UDOT approved the access and the driveways alignment. He was applying those same principles to 2700 East. He was willing to look at a configuration where access is not shared. He pointed out the other proposals are off the table.

Scott Mortensen stated the goal of the carwash is to provide a service for the community. Councilman Soderquist asked about the wind. Scott revealed the angled design was to help with the wind. He reminded everyone that on the city survey asking about potential business a car wash was ranked #3. He explained the standard recommended distance between car washes is 5 miles. Regarding light pollution, he stated a photometric study will be completed. He verified the sign will meet city code. He discussed ingress/egress. He had a consultant review it and found the flow was smooth and works well. On the south side there is 20 ft. between the self-serve bays and an additional 30 ft. to the parking stalls. He expressed there is adequate turning. There will be signage and painted arrows to direct traffic. The chemicals are approved by the EPA. Each bay has a sump and clarifier. The lot size is larger than most car washes. He is restricted by a gas line easement. The agreement between Maverik and Mr. Murray are in process. There will be no music played by the carwash. The vacuum noise is very little as the motor is housed within the building. He is doing an audible analysis on vacuums and air blowers. He agreed there will be a sound with the time expiring on the self-serve bays; however, they won't be louder than the vacuums and air blowers.

Discussion took place regarding the ingress/egress and the lot needing to stand on it owns and whether to tie the zone to a timeline or developer. It was recommended the timeline be based from date of approval. Councilman Winsor indicated the noise, lights, and traffic have been addressed by the developer. He advised the City Council needs to make sure the city code is acceptable. Councilman Halverson reviewed the city code allows for a 25 ft. sign. Mr. Mortensen reported he had not designed a sign. He discussed the aesthetics and expressed there are benefits to make the project blend with Maverik and there are benefits to be dissimilar. He communicated willingness to work with the city on the noise and look.

Councilman Soderquist was having a hard time approving the rezone with the size of the property right now. David suggested an access agreement as well. Councilman Winsor was concerned about tying this to the owner, use, and developer. Doug Ahlstrom proclaimed if the City Council doesn't like the provisions, then they can do a development agreement in tandem with the conditional use.

Councilman Soderquist wondered if the city determines 2700 East needs to be widened which property is taken. Brandon discussed the capacity of the road and the access point need to be considered. He was aware a trip generation study had been completed, which is helpful, but it doesn't address how that will impact the existing capacity of the road. He agreed the turning movement still needs to be addressed. The Council decided that a development agreement should come forth with the full project.

Transportation Utility Fee:

David reported South Weber City currently collects a Transportation Utility Fee (TUF) that goes toward the costs of local road maintenance. A lawsuit was recently completed in the Fourth District Court that addressed TUFs and the City Council would like to discuss how this court case may or may not affect our TUF. David read the ruling from the Fourth District Court for Pleasant Grove.

Brandon Jones, City Engineer, explained adjustments made for South Weber City included commercial businesses on South Weber Drive because it is a State road. David offered Pleasant Grove will appeal this decision. He discussed the State Legislature needs to clarify and act on this ruling as well. He revealed what South Weber City implemented is very factual and equitable and there was nothing done inappropriately in terms of a Transportation Utility Fee. Brandon added he was intimately involved with the study and he is confident the study was equitable and is directed towards the use of that facility and those who pay it are the direct beneficiaries of what was done. He noted it would be helpful to allow the city staff to put together a written compilation of what was done so everyone could understand the way the City approached it.

Doug Ahlstrom, City Attorney, explained the court didn't rule on the need or equitable nature, so that isn't the issue, the issue is if it is a fee or a tax, and the court ruled it is a tax. He referenced other courts across the nation that have ruled it a fee. He announced it is too early to tell right now how this would affect South Weber City. He didn't find a violation or problem with what South Weber City had done. He iterated there is no concrete answer he can give the Council at this time.

Councilman Winsor referred to the Fourth District Court Ruling with Pleasant Grove. He discussed the definition for fee. He said the TUF is a fee for a service. He discussed the court being hung up on individuals who drive on the roads who don't pay the fee. He said South Weber has addressed it as a fee, and the question is if it is a general fee, do we wait, or do we take the risk to continue to spend the fee, or do we suspend it and let the roads get in disrepair.

David had talked with other city administrations and most of them haven't had the conversation with their respective Councils. He commented the city budget is heavily driven by the TUF. The City receives approximately \$400,000 per year. Mayor Sjoblom suggested sending a letter to each resident explaining what is going on. Councilwoman Petty charged the city cannot afford to stop charging the fee. Councilman Winsor communicated there might be further clarification from the Legislature. It was decided to stay the course for another month. It will be discussed on the 10th or 17th of March 2020.

2020 Legislative Review:

House Bill 273 – City Council had received information on talking points for the Legislature. The Legislature is looking at allowing annexation and city services to properties not directly adjoining city property. Cooperation contracts are being discussed for emergency medical services based on EMS licenser needing to provide services to cities and receive compensation. David pointed out Davis County Sheriff's Department holds South Weber's license for paramedic service. There is transportation legislation being discussed.

Councilman Winsor discussed several bills he is monitoring: House Bill 31 requiring local governments to register term information for board members, House Bill 40 – are we a public water system?, House Bill 133 has some amendments, and House Bill 168 – UDOT and relocation of water utilities. Brandon clarified the city has utilities that cross Highway 89. Councilman Winsor also mentioned House Bill 226 – storm water per meeting amendments and Senate Bill 90 - Procurement code amendments.

New Business:

Mayor Sjoblom thanked the city staff for repairing the potholes on Cottonwood Drive. She acknowledged the detention basin by the elementary school has sticker weeds which need to be addressed. Councilman Halverson recommended discussing the waterline agreement with Uintah as an action item on a future agenda.

David discussed the issues with the flagpole at the city office and the difficulty of bringing the flag down. A phone call was made to Colonial Flag to service it, but they were scheduled out until March 20th. Ultimately, the city staff was able to get it fixed on Monday. It was decided the city staff will review the agreement with Colonial Flag.

Reports:

Mayor Sjoblom: She thanked those involved with the meeting that was recently held with residents along Cottonwood Drive. She spent a few days down at the Capitol with Wasatch Front Regional Council and Utah League of Cities and Towns. She attended an open house at Rep. Kelly Miles home last week to talk about city concerns at the legislature. She commented Kelly Miles has bent over backwards working to help our city in the past two years. She appreciated his attention and availability.

Mayor Sjoblom, David Larson, and Barry Burton attended a program kickoff for the HAFB Compatible Use Plan. HAFB received federal funding to conduct this planning effort with the Base and surrounding communities. Our city and other surrounding communities will be in close collaboration with the Base for the next ten months sharing information and ideas for future planning that will protect the health and safety of all, preserve long-term land use compatibility, sustain the vitality of local economics, enhance communication between HAFB and community officials, and provide tools that assist in land use decision making. We will keep our citizens informed on what is going on in the next few months and will soon have a link on our website with information and updates on the HAFB Compatible Use Plan.

Councilman Halverson: The Planning Commission recommended approval of the South Weber Transition Development. Alpha Coffee was recommended for approval. He met with residents of Cottonwood Drive and all residents had a representative in attendance. He recommended South Weber City meet with Uintah City. Mayor Sjoblom wanted everyone to understand that South Weber City has open arms for those residents.

Councilwoman Petty: The Parks and Recreation Committee met and directed city staff to move forward with those items on the parks' priority list.

Councilman Soderquist: David Larson had set up a quarterly meeting with the gravel pits and will be on the second Monday in March. He attended the U.S. 89 meeting. There will be an email list in which individuals can receive updates.

City Manager, David Larson: The appeal hearing took place today concerning the Cobblestone Resort, but the decision could be several weeks. He met with Weber Basin concerning the transmission line easements and what is going on with the installation of two lines. Budget committee meetings will be upcoming and scheduled.

ADJOURNED: Councilman Halverson moved to adjourn the Council Meeting at 8:59 p.m. and go into a Closed Executive Session (Utah Code 52-4-205(1) (c)) to discuss pending or reasonably imminent litigation. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilman Winsor moved to go back into an open session at 9:44 p.m. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilman Winsor moved to adjourn the City Council Meeting at 9:45 p.m. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED: _____ Date Mar 17, 2020
Mayor: Jo Sjoblom

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 10 March 2020

TIME COMMENCED: 6:00 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

PRESENT: MAYOR:

Jo Sjoblom

COUNCIL MEMBERS:

Hayley Alberts
Blair Halverson
Angie Petty
Quin Soderquist
Wayne Winsor

CITY RECORDER:

Lisa Smith -Excused

DEVELOPMENT COORD:

Kimberli Guill

CITY ENGINEER:

Brandon Jones

CITY MANAGER:

David Larson

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Trevor Broughton, Lynn Poll, Nate Harbertson, Carter Randall, Linda Marvel, Paul Sturm, Fran Olson, Jeff Judkins, Michael Grant, Corinne Johnson, Emily Coombs, Nolan Birt, Tani Lynch, and Chad Lynch.

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

PLEDGE OF ALLEGIANCE: Mayor Sjoblom

PRAYER: Councilwoman Alberts

CONFLICT OF INTEREST: None

PUBLIC COMMENT: Please respectfully follow these guidelines:

- a. Individuals may speak once for 3 minutes or less
- b. Do not make remark from the audience
- c. State your name and address
- d. Direct comments to the entire Council
- e. Note City Council will not respond during the public comment period

Nolan Birt, 6925 S. 475 E., recommended the Council represent South Weber City right now and not a developer. He requested the Council look at what is best for the city and if it didn't fit

the city and enhance the quality of life in South Weber, then he didn't want it. He wondered how a hotel would enhance the city and didn't think the city needs a four-story apartment building.

Fran Olson, 9601 S. 675 E., was not in favor of an apartment or hotel in South Weber. She referenced a Facebook page in which individuals made suggestions for the Stephens' property. Those suggestions included: ice cream shop, miniature golf, splash pad, bike pad, fire pit with shops (mini Farmington Station), outdoor living store, bike & kayak rental, and a healthy food store.

Lynn Poll, 826 E. South Weber Drive, was against apartments. He also opposed a road connection to Layton City. He felt developers should mitigate the wetlands at Canyon Meadows Park. He reported the parks have a lot of dog waste and recommended increasing the fine for violating the code. He encouraged better enforcement of the ordinance.

Corinne Johnson, 8020 S. 2500 E., didn't believe mixed-use zone will work in this city. She voiced it is a way to get apartments into the city. She suggested removing mixed use from the general plan options. She recommended retail commercial with a community feel.

Mayor Sjoblom asked if the City Council would like to comment. Councilman Halverson related when he first moved to South Weber, code enforcement told him to get his dog out of the park. Mayor Sjoblom conveyed there is a developer who is going to install a dog park, which will give dog owners a place. Councilwoman Petty acknowledged there is a lot of dog activity going on at Canyon Meadows Park. She reminded everyone of the leash law for dogs. She vowed to investigate what can be done.

PRESENTATIONS:

Development at approximately 475 E 6650 S (17 acres) by Carter Randall

Mayor Sjoblom explained the City has been approached with a concept for a potential mixed-use development on the property north of Old Fort Road near the I-84 Interchange. Knowing this property is being actively discussed as part of the ongoing general plan update, the developer wanted to present his concept to the Council.

Carter Randall, and partner Nate Harbertson with PPC Commercial Real Estate Brokerage, presented concept ideas for the property located at 475 E. 6650 S. Carter conveyed they have been working on this property for approximately ten years. There has been a lot of interest to have the entire 17 acres commercial; however, there hasn't been enough interest from commercial entities. Carter reviewed the slides identifying the location, site plan overlay, site plan with future road plan, retail development, multi-family development, and hospitality development. He conveyed they propose uniform architecture throughout the development. He was open to what the City's thoughts might be for architecture. He discussed the need for residential storage and RV/Boat storage.

Carter reviewed the estimated financial benefits to South Weber City as follows:

Estimated Financial Benefits to South Weber City

Current	Property Taxes	Approx. Property Value	Property Tax Rate	Tax Receipts	South Webers Portion
			0.66%		11.76%
	Green Belt	U/K		\$0.00	\$0.00
Developed	Fuel Station	\$ 2,000,000.00		\$ 13,200.00	\$ 1,552.32
	Strip Center	\$ 1,200,000.00		\$ 7,920.00	\$ 931.39
	Storage Units	\$ 3,000,000.00		\$ 19,800.00	\$ 2,328.48
	Multi Family	\$ 24,000,000.00		\$ 158,400.00	\$ 18,627.84
	Hotel	\$ 5,000,000.00		\$ 33,000.00	\$ 3,880.80
		\$ 35,200,000.00		\$ 232,320.00	\$ 27,320.83
Sales Taxes		Gross Sales	South Weber Sales Tax Rate		
			2.30%		
	Fuel Station	\$ 5,000,000.00		\$ 115,000.00	
	Strip Center	\$ 4,000,000.00		\$ 92,000.00	
	Hotel	\$ 2,000,000.00		\$ 46,000.00	
		\$ 11,000,000.00		\$ 253,000.00	\$ 253,000.00
				Total Income	\$ 280,320.83

Carter expressed this development would provide benefits to the current and future citizens of South Weber City by providing hospitality, storage facilities, commercial services, fuel, and groceries. He foresaw the impact on South Weber City infrastructure as minimal. He explained the proximity of this site to I-84 would encourage non-residents to use I-84 as their means of entrance and exit. He professed this development would substantially increase revenues generated by this property and have nearly no negative impact.

Nate related he talked to people in the community about this project. He conveyed the average price for a home in South Weber is unaffordable to young families and this concept would allow for resident’s children to come back and live in the community. He expressed they are willing to do a development agreement with the City.

Councilwoman Alberts asked how many apartments are proposed. Carter answered approximately 200 units. He expressed the difficulty with the power lines in site layout. Councilman Halverson queried if anyone had been contacted for the retail spaces. Carter stated they have had a lot of interest in storage units but not much interest in retail development. He explained the difficulty with getting national retailers interested. Nate reported they have talked to multiple retailers and was confident they could fill the retail in this specific plan.

Councilman Winsor asked if the apartments were the driver for this development. He acknowledged there are many in this community who believe South Weber should not be a starter community. He was not in favor of the apartment complex. Councilwoman Alberts agreed.

Carter asked the Council what they envision to take up all that acreage. Councilman Winsor discussed the statistics of what the residents spend on groceries. He would like to see auto sales,

RV sales, boat dealership, etc. He suggested the R-7 Zone. He had concerns about the hotel. Councilwoman Alberts suggested a community center where the residents could gather. She also advised that this location is a historical site. It is a prime location for commercial and it would be difficult to give up for housing. Nate described some of these ideas could be worked through with a development agreement. He iterated this was only a concept plan.

Carter discussed the hurdles he experienced with soliciting a grocer. Nate accounted there needs to be some component of residential for this plan to work. Councilman Halverson declared he understood this property to be commercial property. He allowed this proposal was better than the truck stop that was presented years ago. He liked the overall plan but was against the high density. Councilwoman Petty echoed her dislike of the apartments, but felt the rest was viable for the City. Carter stated they would be willing to discuss options for multi-family. Nate verified there would be a homeowner's association (HOA).

Mayor Sjoblom asked about Class A storage. Nate clarified that was the type of tenant they were encouraging. Proposal of townhomes was proffered. Nate defined they need approximately 14 units per acre.

The Council appreciated having the dialogue and seeing the artist renderings. The developers planned to do some more figuring in light of the feedback received.

ACTION ITEMS:

Approval of Consent Agenda

- **Minutes 8 February 2020**
- **Minutes 11 February 2020**
- **Minutes 18 February 2020**

Councilman Winsor moved to approve the consent agenda. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Resolution 2020-04: Interlocal Agreement with Uintah for Cottonwood Waterline

Brandon Jones, City Engineer's, memo of 5 March 2020 is as follows:

Background

The City budgeted \$300,000 this year to go towards waterline replacement projects addressing fire flow deficiencies. The 2016 Culinary Water Capital Facilities Plan (CFP) identifies the existing waterline in Cottonwood Drive as needing to be replaced. The reason for the replacement was to upsize the existing 6" line to the minimum 8" size. In the 2018 Capital Improvements Plan (CIP) the replacement of this line is shown to take place in the year 2026. However, recent information and analysis would suggest that there are important reasons to consider re-prioritizing this project.

DDW Administrative Rules

The following are a list of Division of Drinking Water (DDW) Administrative Rules that this line does not meet:

1. R309-550-5(4) Minimum Water Main Size. *“Minimum water main size, serving a fire hydrant lateral, shall be 8 inches in diameter unless a hydraulic analysis indicates that required flow and pressures can be maintained by 6-inch lines.”* Recent fire flow tests and a hydraulic analysis (computer model) have revealed that this line cannot provide the required flow and pressures. Therefore, it must be a minimum of 8-inch.
2. R309-550-5(5) (a) Fire Protection. *“The design of the distribution system shall be consistent with the fire flow requirements as determined by the local fire code official.”* The Fire Marshal for South Weber has determined that 1,500 gpm is the fire flow for this area. The existing line provides a fire flow between 700 – 750 gpm.
3. R309-550-5(7) Dead Ends. *“To provide increased reliability of service and reduce head loss, dead ends shall be minimized by making appropriate tie-ins whenever practical.”* This is a dead-end line. When Weber Basin has to shut down their line, this line is out of service, which means that not only is there no water service, but there is no fire protection.
4. R309-510-8(3) Fire Flow Storage. *“Unless otherwise approved by the local fire code official, the fire flow and fire flow duration shall not be less than 1,000 gallons per minute for 60 minutes.”* This line is connected to Weber Basin’s transmission line. The only storage provided is whatever is in that line. The required storage cannot be guaranteed as the purpose of the transmission line is to deliver water, not provide storage.
5. R309-510-8(4) Emergency Storage. *“The amount of emergency storage shall be based upon an assessment of risk and the desired degree of system dependability.”* Given the isolated nature of this line, emergency storage would help to reduce risk and increase system dependability.

Project Purpose/Objectives/Benefits

In a memo to the City Council, dated December 5, 2019, we recommended adjusting the priority of the Cottonwood Drive Waterline Replacement and do the project in this fiscal year as a joint use project with Uintah City. The reasons for making this priority adjustment include:

1. The upsized line will meet the minimum line size requirement.
2. Significantly increased fire flow from Uintah City and Weber Basin. According to the water model, the fire flow will exceed 3,000 gpm. This may be reduced slightly based on Weber Basin’s operational limits.
3. Elimination of a dead-end system. The joint-use line will be connected to Uintah City’s water system and Weber Basin’s transmission line. This also provides redundancy in the event of a shut-down on either side and allows the residents to remain in service and fire protection to remain in place.
4. Fire flow storage is being provided by Uintah City’s water system.
5. Emergency storage is being provided by Uintah City’s water system.
6. Cost savings to both cities (construction of the project and on-going maintenance and replacement).
7. Weber Basin has agreed to participate in the Project. They have agreed to move the meter vault up to the road and take complete ownership responsibility of approximately 1,400 feet of the line. They have also agreed to contribute \$50,000 towards the Project

Interlocal Agreement (Updated)

A redlined copy of the updated Interlocal Agreement with Uintah City is attached to this memo, along with an updated version of Exhibit A. These show the changes from the original version presented to the Council back in December. While the Agreement itself spells out the details, the following is a summary of the changes:

1. The Project will build the entire length of waterline (approx. 3,450 feet). Following construction, Weber Basin will take responsibility for approx. 1,400 feet of the waterline, leaving approx. 2,050 feet as the responsibility of both cities.
2. The Scope of the Agreement was updated to more clearly define the purpose of the Project and the ongoing responsibilities of both cities for Ownership, Operation, Maintenance, Repair, and Replacement.
3. South Weber will bid the Project, but the selection of the Contractor must be mutually agreed upon before the contract can be awarded.
4. Section 4, which addresses the ongoing responsibilities of the cities after construction, was completely rewritten to address Ownership, Operation, Maintenance, Repair and Replacement as individual items. This was done to identify the responsibility of each city as it relates to each item of the ongoing care of the Project elements.
5. A Responsibility Table was added to Exhibit A that outlines the entity or entities responsible for specifically identified elements of the Project. The entities included are South Weber, Uintah City and Weber Basin.
6. The ongoing responsibility for Maintenance, Repair and Replacement of the joint-use portion of the line will be shared 50/50 by both cities.
7. After bids are received and the Project cost is known, both cities must agree on the price before awarding the contract for the Project.
8. Any contribution to the Project from Weber Basin will be shared equally by the cities.
9. Other minor adjustments to format and organization of the Agreement were made.

Recommendation

Based on the dramatically improved water service to the area, cost savings due to the collaboration of both cities on the Project and on-going maintenance, and participation from Weber Basin, we recommend approval of the Interlocal Agreement with Uintah City and proceeding forward with the design and bidding of the Project.

Brandon stated meeting the needs for the area has been master planned. David discussed the 12" line being Uintah's need and not South Weber's. Brandon pointed out Uintah will have storage, but South Weber will be able to use it. Councilman Winsor discussed the benefits for the connection including the second source of water storage. David commented it is important to understand that the boundary issues are not going to take place in the near future. Brandon remarked Uintah City has reviewed and approved this agreement. Councilman Winsor suggested amending the agreement to eliminate the reference to the 1,400 ft. Councilman Halverson feels it is important to move forward with this project.

Councilman Winsor moved to approve the Resolution 2020-04: Interlocal Agreement with Uintah for Cottonwood Waterline with amendment to change the agreement reference with Weber Basin to include the water meter and vault. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Resolution 2020-07: Final Plat for South Weber Drive Commercial 1st Amendment

Mayor Sjoblom explained the plat is being amended so that the owner (Dan Murray) can sell Lot 2 to the individual that is planning to build on it. The Site Plan for Alpha Coffee was approved back in the spring of 2019. Therefore, the plat amendment is the only remaining approval needed. The Site Plan and other documents are only included for reference.

The lot line for Lot 1 is being adjusted and Lot 2 is being created. The remaining portion of the plat is designated as a remainder parcel and cannot be built on as is. The necessary utilities for Lot 2 were approved with the Site Plan for Alpha Coffee and/or installed with Phase 1. The associated easements are already in place.

Councilman Halverson moved to approve Resolution 2020-07: Final Plat for South Weber Drive Commercial 1st Amendment. Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Resolution 2020-10: Amendment #4 to Interlocal Cooperation Agreement for Animal Services

Mayor Sjoblom stated South Weber City has an interlocal agreement with Animal Care of Davis County to provide animal services. An agreement for animal services was signed July 12, 2016 and expires December 31, 2020. The fees are reviewed annually, and amendments are forwarded to each participating city. Amendment #4 is coming forward now for approval. The City’s annual obligation will change as shown below.

	2019	2020
Service Calls	\$17,111.74	\$18,890.64
Nuisance animals	\$ 1,261.75	\$ 849.75
Capital Projects	\$ 1,007.44	\$ 933.18
Total	\$19,380.93	\$20,673.57

The negotiations for a new contract will be underway this year. A need for substantial capital facilities improvements is expected. The city’s animal control contract rate will increase by \$1,292.64. The monthly bill will be \$1,722.80, an increase of \$107.72.

Councilman Soderquist moved to approve Resolution 2020-10: Amendment #4 to Interlocal Cooperation Agreement for Animal Services. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

DISCUSSION ITEMS:

Plans Review Services Provider Pool

David Larson, City Manager, indicated the City has need to hire a third-party development plans reviewer. Staff completed a Request for Qualifications, received and evaluated the responses and would like to suggest creating a Provider Pool instead of selecting one company to work with exclusively. A provider pool would allow the City to have a standing contract with multiple companies that provide the same service and select which provider to use based on the needs of

the City at the time the service is desired, which could include things like cost and turn-around time. He pointed out this agreement can include building inspections as well.

Having a pool also means the City could add or remove companies from the pool in the future. Any addition would need to come before the Council for a services agreement. If the Council agrees with the concept of a provider pool, contracts for each company would come forward as an action item for approval.

Two companies responded to the Plans Review RFQ - Shums Coda and West Coast Code Consultants (WC3). Upon evaluation, both are quality companies and could provide the services needed at the desired level. The City could select one company to work with; however, entering into an agreement with both companies would provide flexibility based on the specific project plans and the workload of the company at the time of submission. All costs associated with the third-party plans' reviews are paid for by the developer as a pass through.

Councilman Winsor suggested agreements not exceed five years. Mayor Sjoblom and the City Council agreed.

2020 Legislative Review

- a. The Legislature punted on the big issues this year and will work on them during the interim.
- b. The property rights ombudsman bill, HB 273, passed the House and with the proposed changes, the ULCT no longer opposes the bill but is neutral and feels the bill will not negatively impact cities.
- c. S.J.R. 9 – Proposal to amend Utah Constitution in the use of tax revenue.
 - i. Right now, the State has too much coming to State in income tax and too little in sales tax.
 1. This bill would allow income tax dollars to be used for children and individuals with disabilities.
- d. HB 357 – Public Education Funding Stabilization
 - i. This bill requires the Legislature to meet a funding floor for education each year tied to enrollment growth and inflation – it creates a reserve account.
 - ii. Takes effect only if constitutional tax reform amendment is approved in November.
- e. SB 39 – Affordable Housing (AH) Amendment – supply funds for development of AH
 - i. Legislature approved \$10 million one-time money for affordable housing.

Transportation Utility Fee: David reported they are removing the language “or tax”. This will be discussed further in the interim.

REPORTS:

New Business: March 24, 2020 is Caucus Night. David will check with the Planning Commission to possibly change the time of the joint meeting.

Councilwoman Alberts suggested having the Planning Commission review the Commercial Recreation Zone.

Councilman Soderquist asked for more clarification for the \$50,000 for the wetlands. David stated wetlands are not eligible for impact fee money.

Councilman Winsor suggested the City be proactive with the dog waste in the parks. Councilwoman Petty suggested getting information out to the public concerning no dogs allowed in city parks and a reminder to clean up dog waste. Mayor Sjoblom would like to make sure the park is cleaned up for the Easter Egg Hunt.

Mayor's Report: Mayor Sjoblom met with the SW Pickleball Community. The pickleball community's proposed raising funds for a covering for the 4 pickleball courts the City has committed to constructing rather than additional courts. Their reasoning was that the courts can be used more frequently in a windy city if there is a wind break and covering. They envision this covering could have large doors that could be open during the summer hours when there is no wind. One member works at Sure Steel and committed to engineering and construction of the building free of charge as well as materials at cost. He was going to measure the existing facility in Ogden for an idea of measurements and provide a rough cost estimate to the Pickleball group. It was confirmed the staff and Council would need to approve any plans.

Governor Herbert declared a state of emergency for Utah to stay ahead of COVID 19 (Corona Virus) and prepare to combat the epidemic. David reported the city staff had conversations and is planning to maintain the level of service as long as possible.

Council Reports:

Councilwoman Alberts: She expressed city staff is looking at costs for live streaming the public meetings and the mixed-use committee will meet this week.

Councilman Soderquist: He attended a meeting with representatives from Parsons and Geneva gravel pits. They discussed ways in which they are mitigating dust issues even during the more difficult winter months. A 12 ft. barrier wall was installed on the west end of Parsons. Mayor Sjoblom questioned a pool of money for residents to apply for repairs and restoration. Councilman Soderquist stated they are still working on putting that together, but they are willing to work with residents. Mayor Sjoblom was especially concerned about the dust coming out of Geneva's pit to the north and requested Councilman Soderquist to follow up with that problem.

Councilwoman Petty: She attended a meeting with city staff and the Train Club concerning the wetland mitigation plan timeline. She stated the Easter Egg Hunt will be April 6, 2020 at 5:30 p.m. at Canyon Meadows Park. There will be free train rides and possibly food trucks.

Councilman Winsor: He stated April 16, 2020 is the Great Utah Shake Out. He inquired if the city staff is planning on participating. David will examine that possibility.

City Manager, David Larson: He met with the contractor on Old Fort Phase 1 and April 15, 2020 is the official date to start paving (weather permitting). There will be activity taking place on that job site. The City will begin charging a penalty beginning April 15th. He announced the

City is participating with the “Just Serve” website. Community projects will be announced online. Mayor Sjoblom received a phone call from Spencer Cox and supporters who would like to do some type of service project in South Weber.

ADJOURNED: Councilman Halverson moved to adjourn the Council Meeting at 8:11 p.m. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED: _____ Date
Mayor: Jo Sjoblom

Transcriber: Michelle Clark

Attest: _____
Recorder: Lisa Smith

Report Criteria:

Report type: GL detail

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/27/20	41064	A-1 KEY SERVICE INC.	02/25/20	Keys and cabinet for Court	1042240	259.75	A-1 KEY SERVICE INC.
Total 41064:						259.75	
02/14/20	40989	ACE RECYCLING & DISPOSAL	02/01/20	Recycle Bin Service - City Hall - Feb 2020 - April	1043270	51.00	ACE RECYCLING & DISPOSAL
Total 40989:						51.00	
02/06/20	40957	Ahlstrom, Douglas J.	01/31/20	Legal Services - January 2020	1043313	1,650.00	Ahlstrom, Douglas J.
Total 40957:						1,650.00	
02/27/20	41065	Alpine West Construction	02/18/20	Refund of Completion Bond SWC191016188	1021340	200.00	Alpine West Construction
Total 41065:						200.00	
02/27/20	41066	APPARATUS EQUIPMENT & SERVICE	02/20/20	Wildland Clothing	1057140	5,538.71	APPARATUS EQUIPMENT & SERVICE
Total 41066:						5,538.71	
02/06/20	40958	Archibald, Stephen	02/04/20	Refund for Printer Ink at FAC	2071240	78.52	Archibald, Stephen
Total 40958:						78.52	
02/20/20	41017	AT&T MOBILITY	02/10/20	Telecom Service - February 2020	1057280	229.53	AT&T MOBILITY
02/20/20	41017	AT&T MOBILITY	02/10/20	Telecom Service - February 2020	5140490	58.84	AT&T MOBILITY
02/20/20	41017	AT&T MOBILITY	02/10/20	Telecom Service - February 2020	1058250	13.24	AT&T MOBILITY
02/20/20	41017	AT&T MOBILITY	02/10/20	Telecom Service - February 2020	1060250	36.48	AT&T MOBILITY
02/20/20	41017	AT&T MOBILITY	02/10/20	Telecom Service - February 2020	1070250	13.24	AT&T MOBILITY
02/20/20	41017	AT&T MOBILITY	02/10/20	Telecom Service - February 2020	5240490	13.24	AT&T MOBILITY
02/20/20	41017	AT&T MOBILITY	02/10/20	Telecom Service - February 2020	5340492	13.24	AT&T MOBILITY
Total 41017:						377.81	
02/27/20	41067	AT&T MOBILITY	11/30/19	Telecom Service - November 2019	1057280	229.88	AT&T MOBILITY
02/27/20	41067	AT&T MOBILITY	11/30/19	Telecom Service - November 2019	5140490	58.84	AT&T MOBILITY
02/27/20	41067	AT&T MOBILITY	11/30/19	Telecom Service - November 2019	1058250	13.24	AT&T MOBILITY

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/27/20	41067	AT&T MOBILITY	11/30/19	Telecom Service - November 2019	1060250	36.48	AT&T MOBILITY
02/27/20	41067	AT&T MOBILITY	11/30/19	Telecom Service - November 2019	1070250	13.24	AT&T MOBILITY
02/27/20	41067	AT&T MOBILITY	11/30/19	Telecom Service - November 2019	5240490	13.24	AT&T MOBILITY
02/27/20	41067	AT&T MOBILITY	11/30/19	Telecom Service - November 2019	5340492	13.24	AT&T MOBILITY
Total 41067:						378.16	
02/27/20	41068	Barlow Service Experts	02/18/20	Refund of Completion Bond SWC190501078	1021340	50.00	Barlow Service Experts
Total 41068:						50.00	
02/06/20	40959	Barry Burton	01/31/20	Planner Services - January 2020	1058310	1,995.00	Barry Burton
Total 40959:						1,995.00	
02/14/20	40990	BELL JANITORIAL SUPPLY	02/06/20	City Hall Janitorial Supplies	1043262	122.56	BELL JANITORIAL SUPPLY
Total 40990:						122.56	
02/20/20	41018	BELL JANITORIAL SUPPLY	02/10/20	Paper Towel Rolls - Fire Station	1057260	305.42	BELL JANITORIAL SUPPLY
Total 41018:						305.42	
02/06/20	40960	Birt, Parks	01/21/20	Referee	2071488	112.00	Birt, Parks
Total 40960:						112.00	
02/20/20	41019	Birt, Parks	02/05/20	Referee	2071488	48.00	Birt, Parks
Total 41019:						48.00	
02/06/20	40961	BLOMQUIST HALE CONSULTING INC.	02/03/20	EAP Service - February 2020	1043135	185.00	BLOMQUIST HALE CONSULTING INC.
Total 40961:						185.00	
02/06/20	40962	BLUE STAKES OF UTAH	01/31/20	Blue Stakes - January 2020	5140490	59.52	BLUE STAKES OF UTAH
Total 40962:						59.52	
02/27/20	41069	BROWN, CURTIS	02/25/20	Reimbursement for Purchase of Blankets for No	2071610	103.50	BROWN, CURTIS

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41069:						103.50	
02/20/20	41020	Brown, Kody	02/18/20	Refund of Completion Bond SWC180125013	1021340	200.00	Brown, Kody
Total 41020:						200.00	
02/06/20	40963	BSN SPORTS LLC	02/09/20	Wall mounted basketball rack	2071250	158.99	BSN SPORTS LLC
Total 40963:						158.99	
02/20/20	41021	Calvin Kap	02/12/20	Fourth of 4 installments for Easton Basin Detent	5440690	4,447.31	Calvin Kap
Total 41021:						4,447.31	
02/14/20	40991	CHRISTOPHER F ALLRED	02/03/20	Prosecution Services - January 2020	1042313	600.00	CHRISTOPHER F ALLRED
Total 40991:						600.00	
02/14/20	40992	CINTAS CORPORATION	02/07/20	First Aid - FAC	2071241	20.62	CINTAS CORPORATION
Total 40992:						20.62	
02/20/20	41022	CINTAS CORPORATION	02/07/20	Defib pad package	2071250	122.95	CINTAS CORPORATION
Total 41022:						122.95	
02/06/20	40964	CINTAS CORPORATION LOC 180	02/05/20	MATS/TOWELS - 02/05/2020	1060250	13.20	CINTAS CORPORATION LOC 180
02/06/20	40964	CINTAS CORPORATION LOC 180	02/05/20	PW Uniforms - 02/05/2020	5240140	7.03	CINTAS CORPORATION LOC 180
02/06/20	40964	CINTAS CORPORATION LOC 180	02/05/20	PW Uniforms - 02/05/2020	5140140	14.07	CINTAS CORPORATION LOC 180
02/06/20	40964	CINTAS CORPORATION LOC 180	02/05/20	PW Uniforms - 02/05/2020	5440140	7.03	CINTAS CORPORATION LOC 180
02/06/20	40964	CINTAS CORPORATION LOC 180	02/05/20	PW Uniforms - 02/05/2020	1060140	14.07	CINTAS CORPORATION LOC 180
02/06/20	40964	CINTAS CORPORATION LOC 180	02/05/20	PW Uniforms - 02/05/2020	1070140	28.13	CINTAS CORPORATION LOC 180
02/06/20	40964	CINTAS CORPORATION LOC 180	02/05/20	PW Uniforms - 02/05/2020	1058140	14.06	CINTAS CORPORATION LOC 180
Total 40964:						97.59	
02/20/20	41023	CINTAS CORPORATION LOC 180	02/12/20	MATS/TOWELS - 02/12/2020	1060250	13.20	CINTAS CORPORATION LOC 180
02/20/20	41023	CINTAS CORPORATION LOC 180	02/12/20	PW Uniforms - 02/12/2020	5240140	7.03	CINTAS CORPORATION LOC 180
02/20/20	41023	CINTAS CORPORATION LOC 180	02/12/20	PW Uniforms - 02/12/2020	5140140	14.07	CINTAS CORPORATION LOC 180

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/20/20	41023	CINTAS CORPORATION LOC 180	02/12/20	PW Uniforms - 02/12/2020	5440140	7.03	CINTAS CORPORATION LOC 180
02/20/20	41023	CINTAS CORPORATION LOC 180	02/12/20	PW Uniforms - 02/12/2020	1060140	14.07	CINTAS CORPORATION LOC 180
02/20/20	41023	CINTAS CORPORATION LOC 180	02/12/20	PW Uniforms - 02/12/2020	1070140	28.13	CINTAS CORPORATION LOC 180
02/20/20	41023	CINTAS CORPORATION LOC 180	02/12/20	PW Uniforms - 02/12/2020	1058140	14.06	CINTAS CORPORATION LOC 180
Total 41023:						97.59	
02/27/20	41070	CINTAS CORPORATION LOC 180	02/19/20	MATS/TOWELS - 02/19/2020	1060250	13.31	CINTAS CORPORATION LOC 180
02/27/20	41070	CINTAS CORPORATION LOC 180	02/19/20	PW Uniforms - 02/19/2020	5240140	7.10	CINTAS CORPORATION LOC 180
02/27/20	41070	CINTAS CORPORATION LOC 180	02/19/20	PW Uniforms - 02/19/2020	5140140	14.21	CINTAS CORPORATION LOC 180
02/27/20	41070	CINTAS CORPORATION LOC 180	02/19/20	PW Uniforms - 02/19/2020	5440140	7.10	CINTAS CORPORATION LOC 180
02/27/20	41070	CINTAS CORPORATION LOC 180	02/19/20	PW Uniforms - 02/19/2020	1060140	14.21	CINTAS CORPORATION LOC 180
02/27/20	41070	CINTAS CORPORATION LOC 180	02/19/20	PW Uniforms - 02/19/2020	1070140	28.41	CINTAS CORPORATION LOC 180
02/27/20	41070	CINTAS CORPORATION LOC 180	02/19/20	PW Uniforms - 02/19/2020	1058140	14.20	CINTAS CORPORATION LOC 180
Total 41070:						98.54	
02/14/20	40993	Core and Main	01/31/20	Meters (82)	5140490	2,427.24	Core and Main
Total 40993:						2,427.24	
02/06/20	40965	CROWN TROPHY	01/22/20	Trophies for Basketball Leagues	2071480	100.00	CROWN TROPHY
02/06/20	40965	CROWN TROPHY	01/31/20	Medals for Co-Ed Basketball	2071480	271.20	CROWN TROPHY
02/06/20	40965	CROWN TROPHY	02/04/20	Name Plates for Boatright & Whaley	1043240	17.00	CROWN TROPHY
Total 40965:						388.20	
02/14/20	40994	CROWN TROPHY	01/14/20	Engraved Name Plates for Former Councilmem	1043240	45.00	CROWN TROPHY
Total 40994:						45.00	
02/20/20	41024	CROWN TROPHY	02/12/20	Engraved Name Plate for Boatright	1043240	8.50	CROWN TROPHY
Total 41024:						8.50	
02/27/20	41071	Davis Audio Visual	02/24/20	Audio System Rental for General Plan Review	1058620	183.18	Davis Audio Visual
Total 41071:						183.18	
02/27/20	41072	Davis Building Group	02/18/20	Refund of Completion Bond SWC190417068	1021340	500.00	Davis Building Group

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Total 41072:						500.00	
02/06/20	40966	DAVIS CHAMBER OF COMMERCE	02/01/20	Annual City Dues	1041210	575.00	DAVIS CHAMBER OF COMMERCE
Total 40966:						575.00	
02/06/20	40967	DAVIS COUNTY GOVERNMENT	01/31/20	Animal Control Services - January 2020	1054311	1,615.08	DAVIS COUNTY GOVERNMENT
Total 40967:						1,615.08	
02/14/20	40995	DAVIS COUNTY GOVERNMENT	01/31/20	Law Enforcement Services - January 2020	1054310	18,490.00	DAVIS COUNTY GOVERNMENT
02/14/20	40995	DAVIS COUNTY GOVERNMENT	01/31/20	Dispatch Fees - January 2020	1057370	652.58	DAVIS COUNTY GOVERNMENT
02/14/20	40995	DAVIS COUNTY GOVERNMENT	01/31/20	Bailiff Services - January 2020	1042317	327.00	DAVIS COUNTY GOVERNMENT
Total 40995:						19,469.58	
02/20/20	41025	DAVIS COUNTY HEALTH DEPARTMENT	02/01/20	Drinking Water Samples - December 2019	5140318	576.00	DAVIS COUNTY HEALTH DEPARTMENT
Total 41025:						576.00	
02/27/20	41073	Duong, Thi	02/18/20	Refund of Completion Bond SWC190717126	1021340	500.00	Duong, Thi
Total 41073:						500.00	
02/06/20	40968	DURKS PLUMBING	01/13/20	Shop repair parts	5140490	34.73	DURKS PLUMBING
02/06/20	40968	DURKS PLUMBING	01/29/20	PRV replacment parts	5140490	92.90	DURKS PLUMBING
02/06/20	40968	DURKS PLUMBING	01/29/20	Parts for water PRV	5140490	5.70	DURKS PLUMBING
02/06/20	40968	DURKS PLUMBING	01/29/20	Parts for water PRV	5140490	8.20	DURKS PLUMBING
Total 40968:						141.53	
02/20/20	41026	Eriks North America, Inc.	02/14/20	Pressure Washer Fittings	1060250	95.00	Eriks North America, Inc.
Total 41026:						95.00	
02/20/20	41027	EXECUTECH	02/01/20	Antivirus, Backup, Email - Jan 2020	1043350	687.90	EXECUTECH
02/20/20	41027	EXECUTECH	02/01/20	IT Services for January 2020	1043308	884.45	EXECUTECH

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41027:						1,572.35	
02/14/20	40996	FREEDOM MAILING SERVICES INC.	01/31/20	Utility Billing - January 2020	5140370	522.46	FREEDOM MAILING SERVICES INC.
02/14/20	40996	FREEDOM MAILING SERVICES INC.	01/31/20	Utility Billing - January 2020	5240370	363.45	FREEDOM MAILING SERVICES INC.
02/14/20	40996	FREEDOM MAILING SERVICES INC.	01/31/20	Utility Billing - January 2020	5340370	170.37	FREEDOM MAILING SERVICES INC.
02/14/20	40996	FREEDOM MAILING SERVICES INC.	01/31/20	Utility Billing - January 2020	5440370	79.50	FREEDOM MAILING SERVICES INC.
Total 40996:						1,135.78	
02/27/20	41074	GRAINGER	02/25/20	Flag Pole Rope at City Hall	1043262	23.66	GRAINGER
Total 41074:						23.66	
02/14/20	40997	GREEN CASTLE	02/05/20	Park & Ride Snow Plow - January 8 - January 1	1070626	1,940.00	GREEN CASTLE
Total 40997:						1,940.00	
02/14/20	40998	GRIFFIN FAST LUBE/MYFLEETCENTER	02/10/20	Maintenance on 2014 Pickup	5140250	120.26	GRIFFIN FAST LUBE/MYFLEETCENTER
Total 40998:						120.26	
02/06/20	40969	HANSEN & ASSOCIATES	01/29/20	Right of Way drawings - Feustal property	4560730	157.50	HANSEN & ASSOCIATES
Total 40969:						157.50	
02/20/20	41028	Henry Schein, Inc.	02/05/20	Medical Supplies	1057450	35.00	Henry Schein, Inc.
02/20/20	41028	Henry Schein, Inc.	02/19/20	Medical Supplies	1057450	635.82	Henry Schein, Inc.
Total 41028:						670.82	
02/27/20	41075	INFOBYTES, INC.	02/25/20	Website Hosting - February 2020	1043308	234.14	INFOBYTES, INC.
Total 41075:						234.14	
02/20/20	41029	Intermountain Workmed	02/01/20	DOT - Physical Mark Johnson	5140137	65.00	Intermountain Workmed
Total 41029:						65.00	
02/20/20	41030	INTERNATIONAL CODE COUNCIL INC	02/01/20	Inspection Guides and Checklist	1058210	92.42	INTERNATIONAL CODE COUNCIL INC

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Total 41030:						92.42	
02/27/20	41076	iSpyFire	02/10/20	Dispatch Assistance Software	1057370	500.00	iSpyFire
Total 41076:						500.00	
02/06/20	40970	IWORQ SYSTEMS	02/03/20	Permit Management Support March 2020 - Febr	5140350	1,259.00	IWORQ SYSTEMS
Total 40970:						1,259.00	
02/14/20	40999	JOHNSON ELECTRIC	01/13/20	Street Light Repair (10 Lights)	1060271	3,061.48	JOHNSON ELECTRIC
02/14/20	40999	JOHNSON ELECTRIC	01/27/20	Street Light Repair	1060271	230.97	JOHNSON ELECTRIC
Total 40999:						3,292.45	
02/20/20	41031	Johnson, Mark H	02/13/20	Per Diem for RWAU Assn Sewer Training 02/24	5240230	260.50	Johnson, Mark H
02/20/20	41031	Johnson, Mark H	02/19/20	Mileage for RWAU Assn. Sewer Training Feb. 2	5240230	373.75	Johnson, Mark H
Total 41031:						634.25	
02/20/20	41032	Johnson, Marty	02/18/20	Refund of Completion Bond SWC190206019	1021340	200.00	Johnson, Marty
Total 41032:						200.00	
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	General Information related to Potential Develo	1058312	62.50	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	General Engineering Assistance	1058312	1,004.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	General City Council Meeting - Planning and Att	1058312	187.50	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Project Review Meetings	1058312	937.50	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	New Street Light Policy Implementation	1060312	156.25	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	2019 Streetlight Installation Project	1060312	31.25	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	2019 General Plan Update - General	1058312	5,616.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Cornia Dr/2725 E - Renaming to Mountainside	1058312	265.50	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	2020 City Council Retreat	1058312	1,128.75	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	CofO - General Locations	1058312	47.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	CofO - Canyon Meadows Subdivision	1058312	47.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	CofO - Riverside Place Phases 1 & 2	1058312	141.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	CofO - Sun Rays Subdivision	1058312	188.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	CofO - Freedom Landing Phase 2	1058312	47.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Street Maintenance Planning & Analysis	5676312	1,722.00	JONES AND ASSOCIATES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Transportation Utility Fund	5676312	93.75	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	South Bench Drive - Construction Management	4560730	569.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	2019 SR-60 Sidewalk Project (475 East)	4560730	221.25	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	2019 Street Maintenance Projects	5676312	161.25	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Division of Drinking Water Compliance	5140312	84.75	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Water System SCADA Upgrades	5140730	541.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	WRRP - DDW Coordination	5140730	113.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	WRRP - Tank Rehabilitation and Site Improvem	5140730	1,298.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	EBRWR - Environmental Clearance	5140730	845.75	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	EBRWR - Design	5140730	28.25	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Cottonwood Drive Waterline Replacement Proje	5140730	2,541.25	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	General Storm Water Compliance	5440312	1,799.50	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Davis County Storm Water Coalition	5440312	80.25	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	2019 Capital Facilities Plan - Storm Water (CFP	5440312	41.50	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Canyon Meadows Park - Wetlands	4570730	125.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	1900 East Nature Park	1070312	141.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Parks & Trails CIP	1070312	62.50	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Base Map and Database Management	1058312	270.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Zoning Map	1058312	451.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Streets Map	1060312	51.75	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Utility Maps - General	5140312	226.50	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Utility Maps - Storm Drain	5440312	5,944.50	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Address Map	1058312	963.50	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Bowman Old Farm Estates Subdivision	1058319	720.25	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Riverside Place Subdivision - Phases 1 & 2	1058319	141.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Old Maple Farms Subdivision - Phases 1 & 2	1058319	141.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	South Weber Drive Commercial Subdivision - 1s	1058319	93.75	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Harvest Park Subdivision - Phase 1	1058319	235.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Sun Rays Subdivision	1058319	141.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Riverside RV Park Resort	1058319	3,083.75	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	The Lofts at Deer Run	1058319	250.00	JONES AND ASSOCIATES
02/14/20	41000	JONES AND ASSOCIATES	01/31/20	Transition Subdivision (Dan Murray)	1058319	250.00	JONES AND ASSOCIATES
Total 41000:						33,291.25	
02/20/20	41033	KAP, KEITH	02/12/20	Fourth of 4 Installments for Easton Basin Detent	5440690	4,447.31	KAP, KEITH
Total 41033:						4,447.31	
02/20/20	41034	KAP, LAYNE	02/12/20	Fourth fo 4 installments for Easton Basin Detent	5440690	4,447.31	KAP, LAYNE

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Total 41034:						4,447.31	
02/06/20	40971	Keyes, Cameron D.	01/23/20	Referee	2071488	15.00	Keyes, Cameron D.
Total 40971:						15.00	
02/06/20	40972	Kirk Mobile Repair Inc	01/20/20	Snow Plow Service unit 7	1060250	930.47	Kirk Mobile Repair Inc
02/06/20	40972	Kirk Mobile Repair Inc	01/31/20	2017 F550 Maintenance	1060250	240.34	Kirk Mobile Repair Inc
02/06/20	40972	Kirk Mobile Repair Inc	01/31/20	Snow Plow Maintenance Unit 8	1060250	1,329.74	Kirk Mobile Repair Inc
Total 40972:						2,500.55	
02/20/20	41035	L N CURTIS	02/18/20	Turnouts	1057450	2,050.00	L N CURTIS
02/20/20	41035	L N CURTIS	02/18/20	Pants Turnout	1057450	855.00	L N CURTIS
02/20/20	41035	L N CURTIS	02/18/20	Turnout Coat	1057450	1,195.00	L N CURTIS
Total 41035:						4,100.00	
02/20/20	41036	Laprevote, Paul	02/12/20	UGFOA Spring Conference - Paul	1043230	1,119.56	Laprevote, Paul
02/20/20	41036	Laprevote, Paul	V 02/12/20	UGFOA Spring Conference - Paul	1043230	1,119.56	Laprevote, Paul
Total 41036:						2,239.12	
02/14/20	41001	LARSEN, MARK	02/06/20	Per diem for ICC Conference - St. George Traini	1058230	638.74	LARSEN, MARK
Total 41001:						638.74	
02/27/20	41077	LARSEN, MARK	02/24/20	Reimburse ABM Training Hotel	1058230	489.72	LARSEN, MARK
02/27/20	41077	LARSEN, MARK	02/26/20	Renewal of Business Inspector License	1058210	86.00	LARSEN, MARK
Total 41077:						575.72	
02/27/20	41078	Lifestyle Homes	02/18/20	Refund of Completion Bond SWC190807139	1021340	500.00	Lifestyle Homes
Total 41078:						500.00	
02/20/20	41037	Lindsay Douglas Construction	02/18/20	Refund of Completion Bond SWC170927138	1021340	500.00	Lindsay Douglas Construction
02/20/20	41037	Lindsay Douglas Construction	02/18/20	Refund of Completion Bond SWC190524090	1021340	500.00	Lindsay Douglas Construction

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Total 41037:						1,000.00	
02/06/20	40973	LOWES PROX	01/31/20	Picture Hanging Materials, Propane Hose	1043262	180.92	LOWES PROX
02/06/20	40973	LOWES PROX	01/31/20	Electrical Supplies	1058250	156.50	LOWES PROX
02/06/20	40973	LOWES PROX	01/31/20	Air Filter	1060260	82.20	LOWES PROX
02/06/20	40973	LOWES PROX	01/31/20	Supplies for Office Bathroom	1043262	11.47	LOWES PROX
02/06/20	40973	LOWES PROX	01/31/20	Supplies for Office Bathroom	1043262	7.60	LOWES PROX
Total 40973:						438.69	
02/20/20	41038	Lync Construction	02/18/20	Refund of Completion Bond SWC190624102	1021340	500.00	Lync Construction
Total 41038:						500.00	
02/20/20	41039	Mitel	02/01/20	Telephone service - February 2020	1043280	886.39	Mitel
Total 41039:						886.39	
02/14/20	41002	Morton Salt	02/07/20	Road Salt	1060411	2,031.01	Morton Salt
02/14/20	41002	Morton Salt	02/11/20	Road Salt	1060411	2,128.85	Morton Salt
Total 41002:						4,159.86	
02/27/20	41079	MOUNT OLYMPUS WATER	02/22/20	Water Cooler at City Hall	1043262	32.97	MOUNT OLYMPUS WATER
Total 41079:						32.97	
02/27/20	41080	NATIONAL BATTERY SALES	02/12/20	Batteries for Speed trailer (2)	1060250	259.54	NATIONAL BATTERY SALES
Total 41080:						259.54	
02/20/20	41040	NILSON HOMES	02/18/20	Refund of Completion Bond SWC180813138	1021340	500.00	NILSON HOMES
02/20/20	41040	NILSON HOMES	02/18/20	Refund of Completion Bond SWC190205018	1021340	500.00	NILSON HOMES
Total 41040:						1,000.00	
02/06/20	40974	OFFICE DEPOT	01/24/20	Dry Erase Supplies for Recorder	1043240	91.87	OFFICE DEPOT
02/06/20	40974	OFFICE DEPOT	01/28/20	Dry Erase Board for Recorder	1043240	15.83	OFFICE DEPOT
02/06/20	40974	OFFICE DEPOT	01/29/20	Post it Notes	1043240	37.60	OFFICE DEPOT

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 40974:						145.30	
02/06/20	40975	Olsen, Eli	01/20/20	Referee	2071480	15.00	Olsen, Eli
Total 40975:						15.00	
02/20/20	41041	OREILLY AUTOMOTIVE, INC.	02/15/20	Wiper Fluid	1057250	13.74	OREILLY AUTOMOTIVE, INC.
Total 41041:						13.74	
02/20/20	41042	Ovation Development	02/18/20	Refund of Completion Bond SWC190311043	1021340	500.00	Ovation Development
02/20/20	41042	Ovation Development	02/18/20	Refund of Completion Bond SWC190430074	1021340	500.00	Ovation Development
02/20/20	41042	Ovation Development	02/18/20	Refund of Completion Bond SWC190430075	1021340	500.00	Ovation Development
02/20/20	41042	Ovation Development	02/18/20	Refund of Completion Bond SWC190430076	1021340	500.00	Ovation Development
02/20/20	41042	Ovation Development	02/18/20	Refund of Completion Bond SWC190430077	1021340	500.00	Ovation Development
Total 41042:						2,500.00	
02/06/20	40976	PEHP LTD PAYMENTS	01/20/20	LTD Premium - 01/20/2020 - 02/02/2020	1043135	151.92	PEHP LTD PAYMENTS
Total 40976:						151.92	
02/27/20	41081	PEHP LTD PAYMENTS	02/03/20	LTD Premium - 02/03/2020 - 02/16/2020	1043135	157.40	PEHP LTD PAYMENTS
Total 41081:						157.40	
02/20/20	41043	PERRY HOMES	02/18/20	Refund of Completion Bond SWC190904145	1021340	500.00	PERRY HOMES
Total 41043:						500.00	
02/27/20	41082	Phillips, Scott	02/18/20	Refund of Completion Bond SWC190125011	1021340	200.00	Phillips, Scott
Total 41082:						200.00	
02/14/20	41003	POST ASPHALT & CONSTRUCTION	02/10/20	Repair road from water leak - 2365 E 7975 S	5140490	1,693.75	POST ASPHALT & CONSTRUCTION
02/14/20	41003	POST ASPHALT & CONSTRUCTION	02/10/20	Repair road from water leak - 1600 E 7279 S	5140490	1,828.13	POST ASPHALT & CONSTRUCTION
Total 41003:						3,521.88	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/20/20	41044	PRAXAIR	02/01/20	Oxygen	1057450	126.15	PRAXAIR
Total 41044:						126.15	
02/06/20	40977	PROTECT YOUTH SPORTS	01/14/20	Employee Background Check (1)	1057137	17.95	PROTECT YOUTH SPORTS
Total 40977:						17.95	
02/20/20	41045	Pure Water Partners	02/05/20	Ice Machine Lease - February 2020	1057260	300.90	Pure Water Partners
Total 41045:						300.90	
02/14/20	41004	Revco Leasing Company	02/04/20	Plotter Lease - February 2020	1058250	260.37	Revco Leasing Company
Total 41004:						260.37	
02/06/20	40978	Rietbrock, Jaden	01/16/20	Referee	2071480	46.50	Rietbrock, Jaden
02/06/20	40978	Rietbrock, Jaden	01/16/20	Referee	2071488	186.00	Rietbrock, Jaden
Total 40978:						232.50	
02/20/20	41046	Rietbrock, Jaden	02/11/20	Referee	2071488	31.00	Rietbrock, Jaden
Total 41046:						31.00	
02/20/20	41047	River Pools of Salt Lake	02/18/20	Fire Hydrant Meter Refund - 18,000 Gallons Us	5137100	428.17	River Pools of Salt Lake
Total 41047:						428.17	
02/06/20	40979	Roberts, Braylon	01/20/20	Referee	2071480	30.00	Roberts, Braylon
Total 40979:						30.00	
02/20/20	41048	Roberts, Braylon	02/06/20	Referee	2071480	90.00	Roberts, Braylon
Total 41048:						90.00	
02/14/20	41005	ROBINSON WASTE SERVICES INC	01/31/20	Garbage Collection - January 2020	5340492	11,002.81	ROBINSON WASTE SERVICES INC
02/14/20	41005	ROBINSON WASTE SERVICES INC	02/01/20	Park & Ride Collection - February 2020	1070626	43.46	ROBINSON WASTE SERVICES INC

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41005:						11,046.27	
02/06/20	40980	ROCKY MOUNTAIN POWER	02/10/20	Park Restroom	1070261	27.45	ROCKY MOUNTAIN POWER
Total 40980:						27.45	
02/14/20	41006	ROCKY MOUNTAIN POWER	02/05/20	Park Restroom	1070261	24.38	ROCKY MOUNTAIN POWER
Total 41006:						24.38	
02/06/20	40981	Sargent, Jaden	01/20/20	Referee	2071480	48.75	Sargent, Jaden
Total 40981:						48.75	
02/20/20	41049	Sargent, Jaden	02/08/20	Referee	2071480	52.50	Sargent, Jaden
Total 41049:						52.50	
02/06/20	40982	Schenck, Kaden	01/04/20	Referee	2071480	3.75	Schenck, Kaden
Total 40982:						3.75	
02/20/20	41050	Schenck, Kaden	02/08/20	Referee	2071480	30.00	Schenck, Kaden
02/20/20	41050	Schenck, Kaden	02/08/20	Referee	2071488	30.00	Schenck, Kaden
Total 41050:						60.00	
02/27/20	41083	SOUTH WEBER IRRIGATION	02/25/20	Water For Park, Posse Grounds, Cemetery, and	1070270	1,690.00	SOUTH WEBER IRRIGATION
Total 41083:						1,690.00	
02/20/20	41051	SOUTH WEBER WATER IMPROVE DIST	02/19/20	Secondary Water - Hwy 89	1070261	210.00	SOUTH WEBER WATER IMPROVE DIST
02/20/20	41051	SOUTH WEBER WATER IMPROVE DIST	02/19/20	Secondary Water - 2020 South Weber Drive	1070261	330.00	SOUTH WEBER WATER IMPROVE DIST
02/20/20	41051	SOUTH WEBER WATER IMPROVE DIST	02/19/20	Secondary Water - 2020 South Weber Drive	1070261	250.00	SOUTH WEBER WATER IMPROVE DIST
02/20/20	41051	SOUTH WEBER WATER IMPROVE DIST	02/19/20	Secondary Water - 2020 Detention Pond	1070261	215.00	SOUTH WEBER WATER IMPROVE DIST
02/20/20	41051	SOUTH WEBER WATER IMPROVE DIST	02/19/20	Secondary Water - 2020 Central Park	1070261	316.00	SOUTH WEBER WATER IMPROVE DIST
02/20/20	41051	SOUTH WEBER WATER IMPROVE DIST	02/19/20	Secondary Water - 2020 Cedar Cove Park	1070261	303.00	SOUTH WEBER WATER IMPROVE DIST
02/20/20	41051	SOUTH WEBER WATER IMPROVE DIST	02/19/20	Secondary Water - City Shops	1070260	225.00	SOUTH WEBER WATER IMPROVE DIST
02/20/20	41051	SOUTH WEBER WATER IMPROVE DIST	02/19/20	Secondary Water - 2020 Cherry Farms Park	1070261	363.00	SOUTH WEBER WATER IMPROVE DIST

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
02/20/20	41051	SOUTH WEBER WATER IMPROVE DIST	02/19/20	Secondary Water - 2020 Veterans Memorial Par	1070261	260.00	SOUTH WEBER WATER IMPROVE DIST
02/20/20	41051	SOUTH WEBER WATER IMPROVE DIST	02/19/20	Secondary Water - 2020 Cedar Loop Park	1070261	230.00	SOUTH WEBER WATER IMPROVE DIST
Total 41051:						2,702.00	
02/27/20	41084	Squires, Lamont	02/18/20	Refund of Completion Bond SWC190318049	1021340	500.00	Squires, Lamont
Total 41084:						500.00	
02/20/20	41052	STANDARD EXAMINER	02/01/20	Notice - Audit Completed	1043220	72.50	STANDARD EXAMINER
Total 41052:						72.50	
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	PW2 - Mark J	5140256	70.49	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	PW3 - Bryan	5140256	169.26	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	PW1 - Zach	1070256	80.27	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	PW1 - Zach	1060256	53.51	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	PW4 - Kevin	1070256	112.61	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	PW4 - Kevin	1060256	75.07	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	PW9 - 2017 F-550	1060411	165.73	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	PW10 - Backhoe	1060411	85.87	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	E1 - Fuel	1057256	52.90	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	SQ5 - Fuel	1057256	109.26	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	01/24/20	Amb1 - Fuel	1057256	127.41	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	PW11 - 2019 F550	1060411	280.69	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	PW2 - Mark J	5140256	70.01	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	PW3 - Bryan	5140256	68.87	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	PW1 - Zach	1070256	168.41	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	PW1 - Zach	1060256	112.27	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	PW4 - Kevin	1070256	115.48	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	PW4 - Kevin	1060256	76.99	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	PW9 - 2017 F-550	1060411	380.67	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	PW8 - Plow	1060411	134.36	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	E1 - Fuel	1057256	80.01	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	SQ5 - Fuel	1057256	58.96	STATE OF UTAH GASCARD
02/14/20	41007	STATE OF UTAH GASCARD	02/03/20	Amb1 - Fuel	1057256	113.59	STATE OF UTAH GASCARD
Total 41007:						2,762.69	
02/06/20	40983	STEVENSON SMITH HOOD PC	01/29/20	Appeal Authority Atty.	1043313	1,327.50	STEVENSON SMITH HOOD PC

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 40983:						1,327.50	
02/20/20	41053	STEVENSON SMITH HOOD PC	02/12/20	Appeal Authority Atty.	1043313	50.00	STEVENSON SMITH HOOD PC
Total 41053:						50.00	
02/14/20	41008	UGFOA c/o Brandon Nelson	02/11/20	UGFOA Spring Conference April 8 - 10, 2020	1043230	150.00	UGFOA c/o Brandon Nelson
02/14/20	41008	UGFOA c/o Brandon Nelson	02/11/20	UGFOA Membership	1043210	50.00	UGFOA c/o Brandon Nelson
Total 41008:						200.00	
02/06/20	40984	ULINE	01/14/20	ICE MELT (36 Pails)	1060411	1,245.75	ULINE
Total 40984:						1,245.75	
02/14/20	41009	UNIFIRST CORPORATION	02/07/20	Towels for FAC	2071241	36.30	UNIFIRST CORPORATION
Total 41009:						36.30	
02/14/20	41010	UPPERCASE PRINTING INK	01/31/20	Newsletter - February 2020	5140370	92.93	UPPERCASE PRINTING INK
02/14/20	41010	UPPERCASE PRINTING INK	01/31/20	Newsletter - February 2020	5240370	66.08	UPPERCASE PRINTING INK
02/14/20	41010	UPPERCASE PRINTING INK	01/31/20	Newsletter - February 2020	5340370	20.65	UPPERCASE PRINTING INK
02/14/20	41010	UPPERCASE PRINTING INK	01/31/20	Newsletter - February 2020	5440370	14.46	UPPERCASE PRINTING INK
Total 41010:						194.12	
02/14/20	41011	UTAH ASSOC OF PUBLIC TREASURERS	02/11/20	Spring Conference - Paul Laprevote	1043230	150.00	UTAH ASSOC OF PUBLIC TREASURERS
Total 41011:						150.00	
02/14/20	41012	UTAH DEPT WORKFORCE SERVICES	02/01/20	Unemployment Reimbursement Month End Jan	1022410	19.28	UTAH DEPT WORKFORCE SERVICES
Total 41012:						19.28	
02/27/20	41085	UTAH LOCAL GOVERNMENTS TRUST	02/12/20	Workers Comp	1022250	1,815.62	UTAH LOCAL GOVERNMENTS TRUST
Total 41085:						1,815.62	
02/07/20	40988	UTAH STATE TREASURER	01/31/20	Court Surcharge Remittance - January 2020	1035100	4,320.44	UTAH STATE TREASURER

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 40988:						4,320.44	
02/06/20	40985	VANGUARD CLEANING SYSTEMS OF U	02/01/20	Janitorial service - February 2020	1043262	280.00	VANGUARD CLEANING SYSTEMS OF U
Total 40985:						280.00	
02/14/20	41013	WASATCH INTEGRATED WASTE MGMT	01/31/20	Garbage Collection - January 2020	5340492	20,872.80	WASATCH INTEGRATED WASTE MGMT
Total 41013:						20,872.80	
02/20/20	41054	Wave Electric	02/18/20	Refund of Completion Bond SWC200115003	1021340	200.00	Wave Electric
Total 41054:						200.00	
02/20/20	41055	WILKINSON SUPPLY	02/11/20	Service on 2012 Cat diesel mower	1070250	579.22	WILKINSON SUPPLY
02/20/20	41055	WILKINSON SUPPLY	02/11/20	Service on 2014 Cat diesel mower	1070250	954.77	WILKINSON SUPPLY
Total 41055:						1,533.99	
02/06/20	40986	Williams, Dallin	01/14/20	Referee	2071480	22.50	Williams, Dallin
02/06/20	40986	Williams, Dallin	01/14/20	Referee	2071488	60.00	Williams, Dallin
Total 40986:						82.50	
02/20/20	41056	Williams, Dallin	02/05/20	Referee	2071480	22.50	Williams, Dallin
02/20/20	41056	Williams, Dallin	02/05/20	Referee	2071488	30.00	Williams, Dallin
Total 41056:						52.50	
02/06/20	40987	Williams, Jacob	01/15/20	Referee	2071480	71.25	Williams, Jacob
Total 40987:						71.25	
02/27/20	41086	Willson, Karl	02/25/20	Per Diem for URPA Conference St. George	1070230	572.00	Willson, Karl
Total 41086:						572.00	
02/20/20	41057	WORKFORCE QA	02/01/20	Drug Test	1057137	38.00	WORKFORCE QA

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41057:						38.00	
02/20/20	41058	Yeager, Grant	02/19/20	Referee	2071480	30.00	Yeager, Grant
02/20/20	41058	Yeager, Grant	02/19/20	Referee	2071480	15.00	Yeager, Grant
Total 41058:						45.00	
Grand Totals:						177,632.55	

Approval Date: _____

Mayor _____

City Recorder: _____

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100	86,850.01	568,090.33	701,000.00	132,909.67	81.0
10-31-120	113.76	1,774.52	20,000.00	18,225.48	8.9
10-31-200	4,481.88	16,865.84	25,000.00	8,134.16	67.5
10-31-300	89,291.82	242,027.67	701,000.00	458,972.33	34.5
10-31-305	.00	.00	.00	.00	.0
10-31-310	33,748.39	179,807.85	400,000.00	220,192.15	45.0
TOTAL TAXES	214,485.86	1,008,566.21	1,847,000.00	838,433.79	54.6
<u>LICENSES AND PERMITS</u>					
10-32-100	990.00	8,639.00	8,000.00	(639.00)	108.0
10-32-210	23,448.69	223,530.66	310,000.00	86,469.34	72.1
10-32-290	6,863.41	67,590.47	.00	(67,590.47)	.0
10-32-310	.00	94.00	.00	(94.00)	.0
TOTAL LICENSES AND PERMITS	31,302.10	299,854.13	318,000.00	18,145.87	94.3
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-400	.00	1,500.00	.00	(1,500.00)	.0
10-33-550	.00	.00	.00	.00	.0
10-33-560	47,733.11	199,036.49	94,000.00	(105,036.49)	211.7
10-33-580	.00	.00	5,000.00	5,000.00	.0
TOTAL INTERGOVERNMENTAL REVENUE	47,733.11	200,536.49	99,000.00	(101,536.49)	202.6
<u>CHARGES FOR SERVICES</u>					
10-34-100	900.00	4,659.20	15,000.00	10,340.80	31.1
10-34-105	.00	26,762.25	80,000.00	53,237.75	33.5
10-34-250	.00	807.00	.00	(807.00)	.0
10-34-254	.00	.00	.00	.00	.0
10-34-270	.00	(4,883.80)	.00	4,883.80	.0
10-34-560	4,474.80	31,676.57	100,000.00	68,323.43	31.7
10-34-760	.00	.00	.00	.00	.0
TOTAL CHARGES FOR SERVICES	5,374.80	59,021.22	195,000.00	135,978.78	30.3
<u>FINES AND FORFEITURES</u>					
10-35-100	6,614.56	42,672.22	85,000.00	42,327.78	50.2
TOTAL FINES AND FORFEITURES	6,614.56	42,672.22	85,000.00	42,327.78	50.2

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
10-36-100 INTEREST EARNINGS	16,812.05	35,816.13	17,000.00	(18,816.13)	210.7
10-36-300 NEWSLETTER SPONSORS	.00	.00	.00	.00	.0
10-36-400 SALE OF ASSETS	.00	.00	.00	.00	.0
10-36-900 SUNDRY REVENUES	346.60	2,357.86	5,500.00	3,142.14	42.9
10-36-901 FARMERS MARKET	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS REVENUE	17,158.65	38,173.99	22,500.00	(15,673.99)	169.7
<u>CONTRIBUTIONS AND TRANSFERS</u>					
10-39-091 TRANSFER FROM CAPITAL PROJECTS	.00	.00	.00	.00	.0
10-39-100 FIRE AGREEMENT/JOB CORPS	.00	.00	3,500.00	3,500.00	.0
10-39-110 FIRE AGREEMENT/COUNTY	.00	17,900.00	1,000.00	(16,900.00)	1790.0
10-39-300 TRANSFER FOR ADMINI. SERVICES	.00	83,550.00	167,000.00	83,450.00	50.0
10-39-800 TFR FROM IMPACT FEES	.00	.00	40,000.00	40,000.00	.0
10-39-900 FUND BALANCE TO BE APPROPRIATE	.00	.00	.00	.00	.0
10-39-910 TRANSFER FROM CLASS "C" RES.	.00	.00	.00	.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	.00	101,450.00	211,500.00	110,050.00	48.0
TOTAL FUND REVENUE	322,669.08	1,750,274.26	2,778,000.00	1,027,725.74	63.0

SOUTH WEBER CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-41-005 SALARIES - COUNCIL & COMMISSIO	2,000.00	12,378.00	28,000.00	15,622.00	44.2
10-41-131 EMPLOYEE BENEFIT-EMPLOYER FICA	153.00	946.92	2,200.00	1,253.08	43.0
10-41-133 EMPLOYEE BENEFIT - WORK. COMP.	24.06	197.50	700.00	502.50	28.2
10-41-140 UNIFORMS	.00	.00	300.00	300.00	.0
10-41-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	3,848.17	4,000.00	151.83	96.2
10-41-230 TRAVEL & TRAINING	120.00	1,019.77	12,600.00	11,580.23	8.1
10-41-240 OFFICE SUPPLIES AND EXPENSE	.00	49.00	200.00	151.00	24.5
10-41-370 PROFESSIONAL/TECHNICAL SERVICE	.00	.00	.00	.00	.0
10-41-494 YOUTH CITY COUNCIL	.00	854.58	3,000.00	2,145.42	28.5
10-41-620 MISCELLANEOUS	176.85	2,570.57	4,000.00	1,429.43	64.3
10-41-740 EQUIPMENT	.00	.00	.00	.00	.0
10-41-925 TRANSFER TO COUNTRY FAIR DAYS	5,000.00	5,000.00	5,000.00	.00	100.0
TOTAL LEGISLATIVE	7,473.91	26,864.51	60,000.00	33,135.49	44.8
<u>JUDICIAL</u>					
10-42-004 JUDGE SALARY	1,072.00	3,752.00	16,000.00	12,248.00	23.5
10-42-110 EMPLOYEE SALARIES	2,478.58	19,137.64	34,000.00	14,862.36	56.3
10-42-130 EMPLOYEE BENEFIT - RETIREMENT	667.21	4,380.31	11,000.00	6,619.69	39.8
10-42-131 EMPLOYEE BENEFIT-EMPLOYER FICA	266.76	1,717.02	4,000.00	2,282.98	42.9
10-42-133 EMPLOYEE BENEFIT - WORK. COMP.	30.04	110.24	500.00	389.76	22.1
10-42-134 EMPLOYEE BENEFIT - UI	.00	.00	500.00	500.00	.0
10-42-135 EMPLOYEE BENEFIT - HEALTH INS.	948.82	6,641.74	14,000.00	7,358.26	47.4
10-42-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	643.61	600.00	(43.61)	107.3
10-42-230 TRAVEL & TRAINING	.00	981.56	1,500.00	518.44	65.4
10-42-240 OFFICE SUPPLIES & EXPENSE	21.47	399.74	400.00	.26	99.9
10-42-243 COURT REFUNDS	.00	.00	.00	.00	.0
10-42-280 TELEPHONE	40.00	280.00	.00	(280.00)	.0
10-42-313 PROFESSIONAL/TECH. - ATTORNEY	.00	6,693.75	10,000.00	3,306.25	66.9
10-42-317 PROFESSIONAL/TECHNICAL-BAILIFF	327.00	2,613.00	4,000.00	1,387.00	65.3
10-42-350 SOFTWARE MAINTENANCE	62.45	426.15	800.00	373.85	53.3
10-42-550 BANKING CHARGES	27.39	360.40	1,200.00	839.60	30.0
10-42-610 MISCELLANEOUS	39.80	273.00	1,500.00	1,227.00	18.2
10-42-740 EQUIPMENT	.00	1,774.91	.00	(1,774.91)	.0
TOTAL JUDICIAL	5,981.52	50,185.07	100,000.00	49,814.93	50.2

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>					
10-43-110	22,807.42	172,355.90	331,000.00	158,644.10	52.1
10-43-120	2,188.36	13,887.15	33,000.00	19,112.85	42.1
10-43-125	.00	.00	.00	.00	.0
10-43-130	4,444.64	33,504.56	78,000.00	44,495.44	43.0
10-43-131	1,880.93	21,425.11	28,000.00	6,574.89	76.5
10-43-133	188.34	1,368.82	3,200.00	1,831.18	42.8
10-43-134	.00	.00	4,800.00	4,800.00	.0
10-43-135	5,976.00	42,932.49	97,000.00	54,067.51	44.3
10-43-136	.00	150.00	6,000.00	5,850.00	2.5
10-43-137	17.95	215.39	.00	(215.39)	.0
10-43-140	.00	460.31	1,000.00	539.69	46.0
10-43-210	.00	1,331.81	3,500.00	2,168.19	38.1
10-43-220	.00	2,372.25	5,000.00	2,627.75	47.5
10-43-230	.00	2,496.04	20,000.00	17,503.96	12.5
10-43-240	240.40	4,687.57	8,000.00	3,312.43	58.6
10-43-250	380.19	3,213.79	4,000.00	786.21	80.3
10-43-252	.00	.00	.00	.00	.0
10-43-253	.00	.00	.00	.00	.0
10-43-256	.00	38.75	.00	(38.75)	.0
10-43-262	609.04	3,081.41	7,500.00	4,418.59	41.1
10-43-270	470.79	3,252.38	4,500.00	1,247.62	72.3
10-43-280	1,371.54	10,566.46	18,000.00	7,433.54	58.7
10-43-308	234.14	6,447.92	14,000.00	7,552.08	46.1
10-43-309	.00	.00	10,000.00	10,000.00	.0
10-43-310	.00	.00	.00	.00	.0
10-43-311	.00	.00	.00	.00	.0
10-43-312	.00	89.25	.00	(89.25)	.0
10-43-313	3,377.50	11,065.00	25,000.00	13,935.00	44.3
10-43-314	549.00	3,227.00	3,000.00	(227.00)	107.6
10-43-316	.00	7,155.28	16,000.00	8,844.72	44.7
10-43-319	.00	.00	.00	.00	.0
10-43-329	.00	709.22	3,000.00	2,290.78	23.6
10-43-350	1,220.15	9,442.61	24,000.00	14,557.39	39.3
10-43-510	.00	40,993.12	45,000.00	4,006.88	91.1
10-43-550	27.39	166.83	3,000.00	2,833.17	5.6
10-43-610	328.50	414.95	5,000.00	4,585.05	8.3
10-43-620	.00	(272.00)	.00	272.00	.0
10-43-621	.00	.00	.00	.00	.0
10-43-625	.00	(40.08)	.00	40.08	.0
10-43-720	.00	.00	.00	.00	.0
10-43-740	2,010.68	656.62	27,000.00	26,343.38	2.4
10-43-745	.00	.00	.00	.00	.0
10-43-841	.00	.00	97,500.00	97,500.00	.0
10-43-910	.00	.00	.00	.00	.0
TOTAL ADMINISTRATIVE	48,322.96	397,395.91	925,000.00	527,604.09	43.0

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-54-310 SHERIFF'S DEPARTMENT	.00	116,682.00	230,000.00	113,318.00	50.7
10-54-311 ANIMAL CONTROL	1,615.08	11,305.53	21,000.00	9,694.47	53.8
10-54-320 EMERGENCY PREPAREDNESS	.00	.00	2,000.00	2,000.00	.0
10-54-321 LIQUOR LAW ENFORCEMENT	.00	.00	5,000.00	5,000.00	.0
TOTAL PUBLIC SAFETY	1,615.08	127,987.53	258,000.00	130,012.47	49.6
<u>FIRE PROTECTION</u>					
10-57-110 FULL-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
10-57-120 PART-TIME EMPLOYEE SALARIES	39,146.83	239,465.78	370,000.00	130,534.22	64.7
10-57-131 EMPLOYEE BENEFIT-EMPLOYER FICA	2,998.52	18,345.86	29,000.00	10,654.14	63.3
10-57-133 EMPLOYEE BENEFIT - WORK. COMP.	1,244.45	7,469.79	14,000.00	6,530.21	53.4
10-57-134 EMPLOYEE BENEFIT - UI	.00	.00	5,000.00	5,000.00	.0
10-57-137 EMPLOYEE TESTING	35.90	259.70	500.00	240.30	51.9
10-57-140 UNIFORMS	.00	1,791.94	12,000.00	10,208.06	14.9
10-57-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	2,500.00	2,500.00	.0
10-57-230 TRAVEL & TRAINING	.00	2,244.16	12,000.00	9,755.84	18.7
10-57-240 OFFICE SUPPLIES & EXPENSE	.00	910.85	1,000.00	89.15	91.1
10-57-250 EQUIPMENT SUPPLIES & MAINT.	16,690.00	17,373.13	40,000.00	22,626.87	43.4
10-57-256 FUEL EXPENSE	289.57	1,881.05	4,000.00	2,118.95	47.0
10-57-260 BUILDINGS & GROUNDS MAINT.	.00	3,441.46	12,000.00	8,558.54	28.7
10-57-270 UTILITIES	1,187.54	4,298.97	5,000.00	701.03	86.0
10-57-280 TELEPHONE	241.53	3,292.92	5,000.00	1,707.08	65.9
10-57-350 SOFTWARE MAINTENANCE	62.45	1,511.15	6,000.00	4,488.85	25.2
10-57-370 PROFESSIONAL & TECH. SERVICES	652.58	13,774.36	13,000.00	(774.36)	106.0
10-57-375 PARAMEDIC SERVICES	.00	486.00	.00	(486.00)	.0
10-57-450 SPECIAL PUBLIC SAFETY SUPPLIES	2,205.45	13,429.48	25,000.00	11,570.52	53.7
10-57-530 INTEREST EXPENSE	3,186.91	6,356.96	7,000.00	643.04	90.8
10-57-550 BANKING CHARGES	27.39	156.83	500.00	343.17	31.4
10-57-622 HEALTH & WELLNESS EXPENSES	.00	.00	1,500.00	1,500.00	.0
10-57-740 EQUIPMENT	.00	.00	.00	.00	.0
10-57-811 BOND PRINCIPAL	24,360.00	24,360.00	28,000.00	3,640.00	87.0
TOTAL FIRE PROTECTION	92,329.12	360,850.39	593,000.00	232,149.61	60.9

SOUTH WEBER CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ENGINEERING</u>					
10-58-110 FULL-TIME EMPLOYEE SALARIES	6,778.97	55,312.72	82,000.00	26,687.28	67.5
10-58-120 PART-TIME EMPLOYEE SALARIES	3,494.21	27,367.82	33,000.00	5,632.18	82.9
10-58-130 EMPLOYEE BENEFIT - RETIREMENT	1,987.52	14,319.32	20,000.00	5,680.68	71.6
10-58-131 EMPLOYEE BENEFIT-EMPLOYER FICA	779.26	7,634.85	9,000.00	1,365.15	84.8
10-58-133 EMPLOYEE BENEFIT - WORK. COMP.	147.75	1,275.03	3,000.00	1,724.97	42.5
10-58-134 EMPLOYEE BENEFIT - UI	.00	.00	1,600.00	1,600.00	.0
10-58-135 EMPLOYEE BENEFIT - HEALTH INS.	789.58	5,430.45	10,000.00	4,569.55	54.3
10-58-137 EMPLOYEE TESTING	.00	180.00	.00	(180.00)	.0
10-58-140 UNIFORMS	68.53	619.97	900.00	280.03	68.9
10-58-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	125.32	1,500.00	1,374.68	8.4
10-58-230 TRAVEL & TRAINING	.00	293.92	5,000.00	4,706.08	5.9
10-58-250 EQUIPMENT SUPPLIES & MAINT.	430.72	16,775.63	4,000.00	(12,775.63)	419.4
10-58-255 VEHICLE LEASE	.00	.00	.00	.00	.0
10-58-256 FUEL EXPENSE	.00	(817.15)	1,000.00	1,817.15	(81.7)
10-58-280 TELEPHONE	155.00	1,085.00	.00	(1,085.00)	.0
10-58-310 PROFESSIONAL & TCH. - PLANNER	1,995.00	9,695.00	12,000.00	2,305.00	80.8
10-58-311 PROFESSIONAL & TECH - ECODEV	.00	.00	.00	.00	.0
10-58-312 PROFESSIONAL & TECH. - ENGINR	761.00	53,409.25	60,000.00	6,590.75	89.0
10-58-319 PROF./TECH. -SUBD. REVIEWS	5,117.75	32,427.00	80,000.00	47,573.00	40.5
10-58-325 PROFESSIONAL/TECHICAL - MAPS/G	8,060.00	8,060.00	.00	(8,060.00)	.0
10-58-350 SOFTWARE MAINTENANCE	803.00	2,182.88	3,000.00	817.12	72.8
10-58-370 PROFESSIONAL & TECH. SERVICES	.00	.00	.00	.00	.0
10-58-620 MISCELLANEOUS	183.18	2,164.74	2,000.00	(164.74)	108.2
10-58-740 EQUIPMENT	.00	.00	.00	.00	.0
TOTAL PLANNING & ENGINEERING	31,551.47	237,541.75	328,000.00	90,458.25	72.4

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
10-60-110 FULL-TIME EMPLOYEE SALARIES	3,362.79	25,819.44	39,000.00	13,180.56	66.2
10-60-120 PART-TIME EMPLOYEE SALARIES	934.86	7,098.85	21,000.00	13,901.15	33.8
10-60-130 EMPLOYEE BENEFIT - RETIREMENT	633.66	4,778.70	10,000.00	5,221.30	47.8
10-60-131 EMPLOYEE BENEFIT-EMPLOYER FICA	320.51	2,460.45	4,500.00	2,039.55	54.7
10-60-133 EMPLOYEE BENEFIT - WORK. COMP.	94.18	729.07	1,700.00	970.93	42.9
10-60-134 EMPLOYEE BENEFIT - UI	.00	.00	800.00	800.00	.0
10-60-135 EMPLOYEE BENEFIT - HEALTH INS.	656.24	4,593.69	10,000.00	5,406.31	45.9
10-60-137 EMPLOYEE TESTING	.00	232.85	.00	(232.85)	.0
10-60-140 UNIFORMS	68.56	620.12	1,000.00	379.88	62.0
10-60-230 TRAVEL & TRAINING	.00	.00	2,000.00	2,000.00	.0
10-60-250 EQUIPMENT SUPPLIES & MAINT.	2,588.15	6,718.77	17,000.00	10,281.23	39.5
10-60-255 VEHICLE LEASE	.00	.00	.00	.00	.0
10-60-256 FUEL EXPENSE	128.58	3,013.28	5,000.00	1,986.72	60.3
10-60-260 BUILDINGS & GROUNDS MAINT.	510.53	1,485.96	10,000.00	8,514.04	14.9
10-60-271 UTILITIES - STREET LIGHTS	6,986.89	31,281.36	50,000.00	18,718.64	62.6
10-60-280 TELEPHONE	.00	.00	.00	.00	.0
10-60-312 PROFESSIONAL & TECH. - ENGINR	(1,498.25)	11,011.75	30,000.00	18,988.25	36.7
10-60-325 PROFESSIONAL/TECHICAL - MAPS/G	4,110.25	4,110.25	.00	(4,110.25)	.0
10-60-350 SOFTWARE MAINTENANCE	62.45	426.15	3,000.00	2,573.85	14.2
10-60-370 PROFESSIONAL & TECH. SERVICES	.00	.00	1,000.00	1,000.00	.0
10-60-410 SPECIAL HIGHWAY SUPPLIES	553.00	9,847.76	15,000.00	5,152.24	65.7
10-60-411 SNOW REMOVAL SUPPLIES	3,767.98	18,331.94	35,000.00	16,668.06	52.4
10-60-415 MAILBOXES & STREET SIGNS	.00	(7,200.00)	.00	7,200.00	.0
10-60-416 STREET LIGHTS	.00	.00	.00	.00	.0
10-60-420 WEED CONTROL	.00	337.69	2,500.00	2,162.31	13.5
10-60-422 CROSSWALK/STREET PAINTING	.00	.00	5,000.00	5,000.00	.0
10-60-424 CURB & GUTTER RESTORATION	.00	.00	.00	.00	.0
10-60-550 BANKING CHARGES	27.39	156.83	500.00	343.17	31.4
TOTAL STREETS	23,307.77	125,854.91	264,000.00	138,145.09	47.7

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
10-70-110 FULL-TIME EMPLOYEE SALARIES	6,039.64	47,211.47	55,000.00	7,788.53	85.8
10-70-120 PART-TIME EMPLOYEE SALARIES	.00	.00	16,000.00	16,000.00	.0
10-70-130 EMPLOYEE BENEFIT - RETIREMENT	1,127.87	8,546.02	14,000.00	5,453.98	61.0
10-70-131 EMPLOYEE BENEFIT-EMPLOYER FICA	450.01	3,546.44	6,000.00	2,453.56	59.1
10-70-133 EMPLOYEE BENEFIT - WORK. COMP.	126.59	1,012.95	3,000.00	1,987.05	33.8
10-70-134 EMPLOYEE BENEFIT - UI	.00	.00	2,000.00	2,000.00	.0
10-70-135 EMPLOYEE BENEFIT - HEALTH INS.	1,800.02	10,359.42	33,000.00	22,640.58	31.4
10-70-137 EMPLOYEE TESTING	.00	.00	.00	.00	.0
10-70-140 UNIFORMS	137.03	1,450.45	1,600.00	149.55	90.7
10-70-230 TRAVEL & TRAINING	.00	727.76	2,500.00	1,772.24	29.1
10-70-250 EQUIPMENT SUPPLIES & MAINT.	1,490.44	9,153.78	9,000.00	(153.78)	101.7
10-70-255 VEHICLE LEASE	.00	.00	.00	.00	.0
10-70-256 FUEL EXPENSE	192.88	2,023.52	5,000.00	2,976.48	40.5
10-70-260 BUILDINGS & GROUNDS MAINT.	36.00	36.00	10,000.00	9,964.00	.4
10-70-261 GROUNDS SUPPLIES & MAINTENANCE	178.92	19,419.06	35,000.00	15,580.94	55.5
10-70-270 UTILITIES	328.20	4,898.47	8,000.00	3,101.53	61.2
10-70-280 TELEPHONE	44.00	308.00	.00	(308.00)	.0
10-70-312 PROFESSIONAL & TECH. - ENGINR	203.50	12,094.25	20,000.00	7,905.75	60.5
10-70-350 SOFTWARE MAINTENANCE	62.45	426.15	600.00	173.85	71.0
10-70-430 TREES	.00	3,500.00	2,000.00	(1,500.00)	175.0
10-70-435 SAFETY INCENTIVE PROGRAM	.00	.00	.00	.00	.0
10-70-550 BANKING CHARGES	27.39	156.83	300.00	143.17	52.3
10-70-626 UTA PARK AND RIDE	783.68	5,034.47	15,700.00	10,665.53	32.1
10-70-730 IMPROVEMENTS OTHER THAN BLDGS	.00	.00	.00	.00	.0
10-70-740 EQUIPMENT	.00	.00	1,300.00	1,300.00	.0
TOTAL PARKS	13,028.62	129,905.04	240,000.00	110,094.96	54.1
TOTAL FUND EXPENDITURES	223,610.45	1,456,585.11	2,768,000.00	1,311,414.89	52.6
NET REVENUE OVER EXPENDITURES	99,058.63	293,689.15	10,000.00	(283,689.15)	2936.9

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION REVENUE</u>					
20-34-720 RENTAL - ACTIVITY CENTER	605.00	5,967.00	10,000.00	4,033.00	59.7
20-34-751 MEMBERSHIP FEES	3,960.00	15,231.00	20,000.00	4,769.00	76.2
20-34-752 COMPETITION LEAGUE FEES	6,745.00	12,070.00	17,000.00	4,930.00	71.0
20-34-753 MISC REVENUE	.00	2,060.00	1,000.00	(1,060.00)	206.0
20-34-754 COMPETITION BASEBALL	.00	280.00	.00	(280.00)	.0
20-34-755 BASKETBALL	176.00	13,647.25	14,000.00	352.75	97.5
20-34-756 BASEBALL & SOFTBALL	.00	.00	7,500.00	7,500.00	.0
20-34-757 SOCCER	150.00	4,640.00	8,000.00	3,360.00	58.0
20-34-758 FLAG FOOTBALL	.00	3,450.00	4,500.00	1,050.00	76.7
20-34-759 VOLLEYBALL	.00	1,330.00	2,000.00	670.00	66.5
20-34-760 WRESTLING	.00	1,010.00	.00	(1,010.00)	.0
20-34-811 SALES TAX BOND PMT-RESTRICTED	.00	.00	.00	.00	.0
20-34-841 GRAVEL PIT FEES	33,343.98	33,343.98	55,000.00	21,656.02	60.6
TOTAL RECREATION REVENUE	44,979.98	93,029.23	139,000.00	45,970.77	66.9
<u>SOURCE 36</u>					
20-36-895 RENTAL OF UNIFORMS AND EQUIP	.00	.00	1,500.00	1,500.00	.0
TOTAL SOURCE 36	.00	.00	1,500.00	1,500.00	.0
<u>SOURCE 37</u>					
20-37-100 INTEREST EARNINGS	.00	4,001.73	3,000.00	(1,001.73)	133.4
TOTAL SOURCE 37	.00	4,001.73	3,000.00	(1,001.73)	133.4
<u>CONTRIBUTIONS & TRANSFERS</u>					
20-39-091 TRANSFER FROM CAPITAL PROJECTS	.00	.00	.00	.00	.0
20-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	97,500.00	97,500.00	.0
20-39-800 TRANSFER FROM IMPACT FEE FUND	.00	.00	66,000.00	66,000.00	.0
20-39-900 FUND BALANCE TO BE APPROPRIATE	.00	.00	4,000.00	4,000.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	167,500.00	167,500.00	.0
TOTAL FUND REVENUE	44,979.98	97,030.96	311,000.00	213,969.04	31.2

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION EXPENDITURES</u>					
20-71-110 FULL-TIME EMPLOYEE SALARIES	4,185.60	31,294.45	54,000.00	22,705.55	58.0
20-71-120 PART-TIME EMPLOYEE SALARIES	3,019.55	21,194.47	51,000.00	29,805.53	41.6
20-71-130 EMPLOYEE BENEFIT - RETIREMENT	737.88	5,662.08	11,000.00	5,337.92	51.5
20-71-131 EMPLOYEE BENEFIT-EMPLOYER FICA	571.16	4,058.56	8,000.00	3,941.44	50.7
20-71-133 EMPLOYEE BENEFIT - WORK. COMP.	127.42	989.15	2,000.00	1,010.85	49.5
20-71-134 EMPLOYEE BENEFIT - UI	.00	.00	2,000.00	2,000.00	.0
20-71-135 EMPLOYEE BENEFIT - HEALTH INS.	447.77	5,003.81	11,000.00	5,996.19	45.5
20-71-137 EMPLOYEE TESTING	.00	223.80	200.00	(23.80)	111.9
20-71-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	.00	.00	.0
20-71-230 TRAVEL & TRAINING	100.00	100.00	1,500.00	1,400.00	6.7
20-71-240 OFFICE SUPPLIES AND EXPENSE	.00	427.49	1,000.00	572.51	42.8
20-71-241 MATERIALS & SUPPLIES	79.07	826.28	2,000.00	1,173.72	41.3
20-71-250 EQUIPMENT SUPPLIES & MAINT.	.00	519.70	1,000.00	480.30	52.0
20-71-256 FUEL EXPENSE	.00	415.72	200.00	(215.72)	207.9
20-71-262 GENERAL GOVERNMENT BUILDINGS	.00	231.25	4,000.00	3,768.75	5.8
20-71-270 UTILITIES	40.27	5,834.72	7,000.00	1,165.28	83.4
20-71-280 TELEPHONE	206.92	1,504.00	4,000.00	2,496.00	37.6
20-71-331 PROMOTIONS	.00	637.96	1,500.00	862.04	42.5
20-71-340 PROGRAM OFFICIALS	.00	.00	.00	.00	.0
20-71-350 SOFTWARE MAINTENANCE	62.45	426.15	700.00	273.85	60.9
20-71-370 PROFESSIONAL/TECHNICAL SERVICE	.00	.00	.00	.00	.0
20-71-480 REC BASKETBALL	839.82	3,619.32	11,000.00	7,380.68	32.9
20-71-481 BASEBALL & SOFTBALL	.00	268.92	7,000.00	6,731.08	3.8
20-71-482 SOCCER	.00	1,722.68	4,500.00	2,777.32	38.3
20-71-483 FLAG FOOTBALL	.00	1,401.81	3,000.00	1,598.19	46.7
20-71-484 VOLLEYBALL	.00	949.19	2,000.00	1,050.81	47.5
20-71-485 SUMMER FUN	1,600.00	1,688.06	2,000.00	311.94	84.4
20-71-486 SR LUNCHEON	.00	683.99	1,500.00	816.01	45.6
20-71-488 COMPETITION BASKETBALL	970.90	3,529.90	9,000.00	5,470.10	39.2
20-71-489 COMPETITION BASEBALL	.00	.00	300.00	300.00	.0
20-71-491 FLY FISHING	.00	.00	1,000.00	1,000.00	.0
20-71-492 WRESTLING	717.50	717.50	.00	(717.50)	.0
20-71-510 INSURANCE & SURETY BONDS	.00	.00	.00	.00	.0
20-71-530 INTEREST EXPENSE	8,194.92	16,346.49	17,000.00	653.51	96.2
20-71-550 BANKING CHARGES	27.39	627.73	800.00	172.27	78.5
20-71-610 MISCELLANEOUS	.00	435.62	800.00	364.38	54.5
20-71-625 CASH OVER AND SHORT	.00	.00	.00	.00	.0
20-71-740 EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
20-71-811 BOND PRINCIPAL	62,640.00	62,640.00	72,000.00	9,360.00	87.0
20-71-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
20-71-915 TRANSFER TO ADMIN. SERVICES	.00	8,000.00	16,000.00	8,000.00	50.0
TOTAL RECREATION EXPENDITURES	84,568.62	181,980.80	311,000.00	129,019.20	58.5
TOTAL FUND EXPENDITURES	84,568.62	181,980.80	311,000.00	129,019.20	58.5
NET REVENUE OVER EXPENDITURES	(39,588.64)	(84,949.84)	.00	84,949.84	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

SEWER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
21-37-100 INTEREST EARNINGS	.00	6,181.06	.00	(6,181.06)	.0
21-37-200 IMPACT FEES	17,598.00	231,707.00	150,000.00	(81,707.00)	154.5
TOTAL REVENUE	17,598.00	237,888.06	150,000.00	(87,888.06)	158.6
<u>CONTRIBUTIONS & TRANSFERS</u>					
21-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	100,000.00	100,000.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	100,000.00	100,000.00	.0
TOTAL FUND REVENUE	17,598.00	237,888.06	250,000.00	12,111.94	95.2

SOUTH WEBER CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

SEWER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
21-40-760 SEWER IMPACT FEE PROJECTS	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	.00	.00	.0
<u>DEPARTMENT 80</u>					
21-80-800 TRANSFERS	.00	.00	250,000.00	250,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	250,000.00	250,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	250,000.00	250,000.00	.0
NET REVENUE OVER EXPENDITURES	17,598.00	237,888.06	.00	(237,888.06)	.0

SOUTH WEBER CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

STORM SEWER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
22-37-100 INTEREST EARNINGS	.00	618.04	.00	(618.04)	.0
22-37-200 IMPACT FEES	2,660.00	22,610.00	40,000.00	17,390.00	56.5
TOTAL REVENUE	2,660.00	23,228.04	40,000.00	16,771.96	58.1
<u>CONTRIBUTIONS & TRANSFERS</u>					
22-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	112,000.00	112,000.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	112,000.00	112,000.00	.0
TOTAL FUND REVENUE	2,660.00	23,228.04	152,000.00	128,771.96	15.3

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

STORM SEWER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
22-40-760 PROJECTS	.00	.00	7,000.00	7,000.00	.0
22-40-799 FACILITIES	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	7,000.00	7,000.00	.0
<u>DEPARTMENT 80</u>					
22-80-800 TRANSFERS	.00	.00	145,000.00	145,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	145,000.00	145,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	152,000.00	152,000.00	.0
NET REVENUE OVER EXPENDITURES	2,660.00	23,228.04	.00	(23,228.04)	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

PARK IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
23-37-100 INTEREST EARNINGS	.00	6,071.46	1,000.00	(5,071.46)	607.2
23-37-200 IMPACT FEES	12,576.00	165,584.00	80,000.00	(85,584.00)	207.0
TOTAL REVENUE	12,576.00	171,655.46	81,000.00	(90,655.46)	211.9
<u>CONTRIBUTIONS & TRANSFERS</u>					
23-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	79,000.00	79,000.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	79,000.00	79,000.00	.0
TOTAL FUND REVENUE	12,576.00	171,655.46	160,000.00	(11,655.46)	107.3

SOUTH WEBER CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

PARK IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
23-40-760 PROJECTS	.00	.00	160,000.00	160,000.00	.0
23-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	160,000.00	160,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	160,000.00	160,000.00	.0
NET REVENUE OVER EXPENDITURES	12,576.00	171,655.46	.00	(171,655.46)	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

ROAD IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
24-37-100 INTEREST EARNINGS	.00	4,850.72	.00	(4,850.72)	.0
24-37-200 IMPACT FEES	10,747.26	135,994.54	40,000.00	(95,994.54)	340.0
TOTAL REVENUE	10,747.26	140,845.26	40,000.00	(100,845.26)	352.1
<u>CONTRIBUTIONS & TRANSFERS</u>					
24-39-500 CONTRIBUTION FROM FUND BAL	.00	.00	210,000.00	210,000.00	.0
24-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	210,000.00	210,000.00	.0
TOTAL FUND REVENUE	10,747.26	140,845.26	250,000.00	109,154.74	56.3

SOUTH WEBER CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

ROAD IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
24-40-760 PROJECTS	.00	.00	250,000.00	250,000.00	.0
24-40-799 FACILITIES	.00	.00	.00	.00	.0
24-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	250,000.00	250,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	250,000.00	250,000.00	.0
NET REVENUE OVER EXPENDITURES	10,747.26	140,845.26	.00	(140,845.26)	.0

SOUTH WEBER CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

COUNTRY FAIR DAYS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
25-37-100 INTEREST EARNINGS	.00	.00	.00	.00	.0
TOTAL SOURCE 37	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

WATER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
26-37-100 INTEREST EARNINGS	.00	1,960.47	1,000.00	(960.47)	196.1
26-37-200 IMPACT FEES	7,410.00	97,505.00	100,000.00	2,495.00	97.5
TOTAL REVENUE	7,410.00	99,465.47	101,000.00	1,534.53	98.5
<u>CONTRIBUTIONS & TRANSFERS</u>					
26-39-900 FND BALANCE TO BE APPROPRIATED	.00	.00	69,000.00	69,000.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	69,000.00	69,000.00	.0
TOTAL FUND REVENUE	7,410.00	99,465.47	170,000.00	70,534.53	58.5

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

WATER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 40</u>					
26-40-760 PROJECTS	.00	.00	.00	.00	.0
26-40-799 FACILITIES	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 40	.00	.00	.00	.00	.0
<u>TRANSFERS</u>					
26-80-800 TRANSFERS	.00	.00	170,000.00	170,000.00	.0
TOTAL TRANSFERS	.00	.00	170,000.00	170,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	170,000.00	170,000.00	.0
NET REVENUE OVER EXPENDITURES	7,410.00	99,465.47	.00	(99,465.47)	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

RECREATION IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
27-37-100 INTEREST EARNINGS	.00	409.65	1,000.00	590.35	41.0
27-37-200 IMPACT FEES	5,004.00	65,886.00	65,000.00	(886.00)	101.4
TOTAL REVENUE	5,004.00	66,295.65	66,000.00	(295.65)	100.5
<u>CONTRIBUTIONS & TRANSFERS</u>					
27-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
27-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	5,004.00	66,295.65	66,000.00	(295.65)	100.5

SOUTH WEBER CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

RECREATION IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
27-40-760 PROJECTS	.00	.00	.00	.00	.0
27-40-799 FACILITIES	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	.00	.00	.0
<u>DEPARTMENT 80</u>					
27-80-800 TRANSFERS	.00	.00	66,000.00	66,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	66,000.00	66,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	66,000.00	66,000.00	.0
NET REVENUE OVER EXPENDITURES	5,004.00	66,295.65	.00	(66,295.65)	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

PUBLIC SAFETY IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
29-37-100 INTEREST EARNINGS	.00	72.20	.00	(72.20)	.0
29-37-200 IMPACT FEES	756.00	9,954.00	10,000.00	46.00	99.5
TOTAL REVENUE	756.00	10,026.20	10,000.00	(26.20)	100.3
<u>CONTRIBUTIONS & TRANSFERS</u>					
29-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
29-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	756.00	10,026.20	10,000.00	(26.20)	100.3

SOUTH WEBER CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

PUBLIC SAFETY IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
29-40-760 PROJECTS	.00	.00	.00	.00	.0
29-40-799 FACILITIES	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	.00	.00	.0
<u>DEPARTMENT 80</u>					
29-80-800 TRANSFERS	.00	.00	10,000.00	10,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	10,000.00	10,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
NET REVENUE OVER EXPENDITURES	756.00	10,026.20	.00	(10,026.20)	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 31</u>					
45-31-300 SALES AND USE TAX	.00	200,000.00	200,000.00	.00	100.0
TOTAL SOURCE 31	.00	200,000.00	200,000.00	.00	100.0
<u>INTERGOVERNMENTAL REVENUE</u>					
45-33-400 STATE GRANTS	.00	.00	.00	.00	.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	.00	.00	.0
<u>CHARGES FOR SERVICES</u>					
45-34-270 DEVELOPER PMTS FOR IMPROV.	.00	.00	.00	.00	.0
45-34-435 DONATIONS - CMP RAIL ROAD	.00	.00	.00	.00	.0
45-34-440 CONTRIBUTIONS	.00	257,500.00	827,000.00	569,500.00	31.1
45-34-445 CONTRIBUTIONS - RESTRICTED	.00	.00	.00	.00	.0
TOTAL CHARGES FOR SERVICES	.00	257,500.00	827,000.00	569,500.00	31.1
<u>MISCELLANEOUS REVENUE</u>					
45-36-100 INTEREST EARNINGS	.00	6,894.15	8,000.00	1,105.85	86.2
45-36-110 SALE OF PROPERTY	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	6,894.15	8,000.00	1,105.85	86.2
<u>CONTRIBUTIONS AND TRANSFERS</u>					
45-39-380 FUND SURPLUS-UNRESTRICTED	.00	.00	.00	.00	.0
45-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
45-39-500 FUND BALANCE TO BE APPROPRIATE	.00	.00	.00	.00	.0
45-39-800 TRANSFER FROM IMPACT FEES	.00	.00	395,000.00	395,000.00	.0
45-39-810 TRANSFER FROM CLASS "C"	.00	500,000.00	500,000.00	.00	100.0
45-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	680,000.00	680,000.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	.00	500,000.00	1,575,000.00	1,075,000.00	31.8
TOTAL FUND REVENUE	.00	964,394.15	2,610,000.00	1,645,605.85	37.0

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
45-43-740 EQUIPMENT	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 43	.00	.00	.00	.00	.0
<u>DEPARTMENT 57</u>					
45-57-720 BUILDINGS	.00	22,825.00	30,000.00	7,175.00	76.1
45-57-740 EQUIPMENT	.00	.00	85,000.00	85,000.00	.0
TOTAL DEPARTMENT 57	.00	22,825.00	115,000.00	92,175.00	19.9
<u>DEPARTMENT 60</u>					
45-60-710 LAND	.00	.00	.00	.00	.0
45-60-720 1040BUILDINGS	.00	.00	800,000.00	800,000.00	.0
45-60-730 STREETS-IMP OTHER THAN BLDG	947.75	1,833,705.95	1,391,000.00	(442,705.95)	131.8
45-60-740 EQUIPMENT	.00	.00	34,000.00	34,000.00	.0
TOTAL DEPARTMENT 60	947.75	1,833,705.95	2,225,000.00	391,294.05	82.4
<u>DEPARTMENT 70</u>					
45-70-710 LAND	.00	.00	.00	.00	.0
45-70-730 IMPROVEMENTS OTHER THAN BLDGS	125.00	4,011.50	145,000.00	140,988.50	2.8
45-70-740 EQUIPMENT	.00	98,231.00	125,000.00	26,769.00	78.6
TOTAL DEPARTMENT 70	125.00	102,242.50	270,000.00	167,757.50	37.9
<u>DEPARTMENT 90</u>					
45-90-850 TRANSFER TO TRANS. UTIL. FUND	.00	.00	.00	.00	.0
45-90-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 90	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	1,072.75	1,958,773.45	2,610,000.00	651,226.55	75.1
NET REVENUE OVER EXPENDITURES	(1,072.75)	(994,379.30)	.00	994,379.30	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
51-36-100 INTEREST EARNINGS	.00	28,591.24	15,000.00	(13,591.24)	190.6
51-36-300 MISC UTILITY REVENUE	251.00	2,801.00	.00	(2,801.00)	.0
TOTAL MISCELLANEOUS REVENUE	251.00	31,392.24	15,000.00	(16,392.24)	209.3
<u>WATER UTILITIES REVENUE</u>					
51-37-100 WATER SALES	118,626.41	834,076.26	1,500,000.00	665,923.74	55.6
51-37-105 WATER CONNECTION FEE	1,590.00	20,935.00	16,000.00	(4,935.00)	130.8
51-37-130 PENALTIES	3,435.00	24,520.00	39,000.00	14,480.00	62.9
TOTAL WATER UTILITIES REVENUE	123,651.41	879,531.26	1,555,000.00	675,468.74	56.6
<u>SOURCE 38</u>					
51-38-820 CONTRIBUTIONS FROM IMPACT FEES	.00	.00	110,000.00	110,000.00	.0
51-38-900 SUNDRY REVENUES	.00	.00	.00	.00	.0
51-38-910 CAPITAL CONTRIBUTIONS	.00	.00	20,000.00	20,000.00	.0
51-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	130,000.00	130,000.00	.0
<u>CONTRIBUTIONS AND TRANSFERS</u>					
51-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
51-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	989,000.00	989,000.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	989,000.00	989,000.00	.0
TOTAL FUND REVENUE	123,902.41	910,923.50	2,689,000.00	1,778,076.50	33.9

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
51-40-110 FULL-TIME EMPLOYEE SALARIES	8,547.02	59,286.34	96,000.00	36,713.66	61.8
51-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
51-40-130 EMPLOYEE BENEFIT - RETIREMENT	1,415.95	10,893.70	23,000.00	12,106.30	47.4
51-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	637.08	5,774.74	8,000.00	2,225.26	72.2
51-40-133 EMPLOYEE BENEFIT - WORK. COMP.	200.10	1,467.60	3,000.00	1,532.40	48.9
51-40-134 EMPLOYEE BENEFIT - UI	.00	.00	1,400.00	1,400.00	.0
51-40-135 EMPLOYEE BENEFIT - HEALTH INS.	2,004.98	13,708.94	36,000.00	22,291.06	38.1
51-40-137 EMPLOYEE TESTING	.00	.00	.00	.00	.0
51-40-140 UNIFORMS	68.56	762.57	900.00	137.43	84.7
51-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	1,600.00	1,600.00	.0
51-40-230 TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00	.0
51-40-240 OFFICE SUPPLIES & EXPENSE	35.78	528.45	1,800.00	1,271.55	29.4
51-40-250 EQUIPMENT SUPPLIES & MAINT.	10.97	2,560.84	25,000.00	22,439.16	10.2
51-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
51-40-256 FUEL EXPENSE	239.75	2,543.06	2,000.00	(543.06)	127.2
51-40-260 BUILDINGS & GROUNDS MAINT.	.00	129.67	10,000.00	9,870.33	1.3
51-40-262 GENERAL GOVERNMENT BUILDINGS	.00	.00	.00	.00	.0
51-40-270 UTILITIES	993.75	8,075.50	24,000.00	15,924.50	33.7
51-40-280 TELEPHONE	232.08	1,264.43	2,000.00	735.57	63.2
51-40-312 PROFESSIONAL & TECH. - ENGINR	(3,972.50)	2,931.75	70,000.00	67,068.25	4.2
51-40-318 PROFESSIONAL TECHNICAL	.00	.00	2,200.00	2,200.00	.0
51-40-325 PROFESSIONAL/TECHICAL - MAPS/G	1,516.25	1,516.25	.00	(1,516.25)	.0
51-40-350 SOFTWARE MAINTENANCE	187.35	3,948.45	7,000.00	3,051.55	56.4
51-40-370 UTILITY BILLING	1,046.44	7,410.39	11,000.00	3,589.61	67.4
51-40-480 SPECIAL WATER SUPPLIES	380.00	9,788.77	7,000.00	(2,788.77)	139.8
51-40-481 WATER PURCHASES	.00	315,681.72	313,000.00	(2,681.72)	100.9
51-40-483 EMERGENCY LEAKS & REPAIRS	.00	.00	.00	.00	.0
51-40-485 FIRE HYDRANT UPDATE	.00	.00	50,000.00	50,000.00	.0
51-40-490 O & M CHARGE	2,686.78	50,230.29	74,000.00	23,769.71	67.9
51-40-495 METER REPLACEMENTS	1,863.00	41,749.00	50,000.00	8,251.00	83.5
51-40-530 INTEREST EXPENSE	.00	59,239.06	120,600.00	61,360.94	49.1
51-40-550 BANKING CHARGES	191.72	1,916.99	7,000.00	5,083.01	27.4
51-40-650 DEPRECIATION	.00	.00	235,000.00	235,000.00	.0
51-40-730 IMPROVEMENTS OTHER THAN BLDGS	38,405.42	543,680.95	1,055,000.00	511,319.05	51.5
51-40-740 EQUIPMENT	.00	4,557.75	250,000.00	245,442.25	1.8
51-40-750 CAPITAL OUTLAY - VEHICLES	.00	.00	45,000.00	45,000.00	.0
51-40-811 BOND PRINCIPAL	.00	.00	95,000.00	95,000.00	.0
51-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
51-40-915 TRANSFER TO ADMIN SERVICES	.00	30,500.00	61,000.00	30,500.00	50.0
51-40-950 CONTRI. TO FUND BALANCE - RSRV	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	56,690.48	1,180,147.21	2,689,000.00	1,508,852.79	43.9
<u>DEPARTMENT 80</u>					
51-80-512 CONTRIBUTIONS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 80	.00	.00	.00	.00	.0

SOUTH WEBER CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	56,690.48	1,180,147.21	2,689,000.00	1,508,852.79	43.9
NET REVENUE OVER EXPENDITURES	67,211.93	(269,223.71)	.00	269,223.71	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
52-36-100 INTEREST EARNINGS	.00	32,100.05	25,000.00	(7,100.05)	128.4
TOTAL MISCELLANEOUS REVENUE	.00	32,100.05	25,000.00	(7,100.05)	128.4
<u>SEWER UTILITIES REVENUE</u>					
52-37-300 SEWER SALES	80,226.94	551,277.68	900,000.00	348,722.32	61.3
52-37-360 CWDIS 5% RETAINAGE	718.50	9,454.05	10,000.00	545.95	94.5
52-37-400 CWSID SEWER CONN FEES PAYABLE	.00	.00	.00	.00	.0
TOTAL SEWER UTILITIES REVENUE	80,945.44	560,731.73	910,000.00	349,268.27	61.6
<u>SOURCE 38</u>					
52-38-820 CONTRIBUTION FROM IMPACT FEES	.00	.00	150,000.00	150,000.00	.0
52-38-910 CAPITAL CONTRIBUTIONS	.00	.00	18,000.00	18,000.00	.0
52-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	168,000.00	168,000.00	.0
<u>SOURCE 39</u>					
52-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	858,000.00	858,000.00	.0
TOTAL SOURCE 39	.00	.00	858,000.00	858,000.00	.0
TOTAL FUND REVENUE	80,945.44	592,831.78	1,961,000.00	1,368,168.22	30.2

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
52-40-110 FULL-TIME EMPLOYEE SALARIES	3,565.22	27,056.57	44,000.00	16,943.43	61.5
52-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
52-40-130 EMPLOYEE BENEFIT - RETIREMENT	613.17	4,695.84	11,000.00	6,304.16	42.7
52-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	265.98	3,376.18	4,000.00	623.82	84.4
52-40-133 EMPLOYEE BENEFIT - WORK. COMP.	74.63	580.57	2,000.00	1,419.43	29.0
52-40-134 EMPLOYEE BENEFIT - UI	.00	.00	1,000.00	1,000.00	.0
52-40-135 EMPLOYEE BENEFIT - HEALTH INS.	436.12	3,030.33	14,000.00	10,969.67	21.7
52-40-140 UNIFORMS	34.25	309.79	900.00	590.21	34.4
52-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	.00	.00	.0
52-40-230 TRAVEL & TRAINING	.00	275.00	3,000.00	2,725.00	9.2
52-40-240 OFFICE SUPPLIES & EXPENSE	35.78	528.45	1,000.00	471.55	52.9
52-40-250 EQUIPMENT SUPPLIES & MAINT.	635.63	901.50	5,000.00	4,098.50	18.0
52-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
52-40-260 BUILDINGS & GROUNDS MAINT.	.00	310.00	.00	(310.00)	.0
52-40-270 UTILITIES	33.27	285.61	500.00	214.39	57.1
52-40-312 PROFESSIONAL & TECH. - ENGINR	.00	985.00	6,000.00	5,015.00	16.4
52-40-325 PROFESSIONAL/TECHICAL - MAPS/G	.00	.00	.00	.00	.0
52-40-350 SOFTWARE MAINTENANCE	187.35	1,948.45	2,000.00	51.55	97.4
52-40-370 UTILITY BILLING	730.80	5,175.34	7,000.00	1,824.66	73.9
52-40-490 O & M CHARGE	.00	4,366.04	60,000.00	55,633.96	7.3
52-40-491 SEWER TREATMENT FEE	.00	229,184.00	460,000.00	230,816.00	49.8
52-40-496 CONNECTION FEE - CWSID	.00	.00	.00	.00	.0
52-40-530 INTEREST EXPENSE	.00	.00	.00	.00	.0
52-40-550 BANKING CHARGES	109.55	1,197.87	4,000.00	2,802.13	30.0
52-40-650 DEPRECIATION	.00	.00	130,000.00	130,000.00	.0
52-40-690 PROJECTS	.00	.00	958,000.00	958,000.00	.0
52-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
52-40-915 TRANSFER TO ADMIN SERVICES	.00	20,800.00	41,600.00	20,800.00	50.0
52-40-950 CONTRI. TO FUND BALANCE - RSRV	.00	.00	206,000.00	206,000.00	.0
TOTAL EXPENDITURES	6,721.75	305,006.54	1,961,000.00	1,655,993.46	15.6
<u>TRANSFERS AND CONTRIBUTIONS</u>					
52-80-512 CONTRIBUTIONS	.00	.00	.00	.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	6,721.75	305,006.54	1,961,000.00	1,655,993.46	15.6
NET REVENUE OVER EXPENDITURES	74,223.69	287,825.24	.00	(287,825.24)	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

SANITATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
53-36-100 INTEREST EARNINGS	.00	5,199.59	3,000.00	(2,199.59)	173.3
TOTAL MISCELLANEOUS REVENUE	.00	5,199.59	3,000.00	(2,199.59)	173.3
<u>SANITATION UTILITIES REVENUE</u>					
53-37-700 SANITATION FEES	39,199.86	270,704.38	450,000.00	179,295.62	60.2
TOTAL SANITATION UTILITIES REVENUE	39,199.86	270,704.38	450,000.00	179,295.62	60.2
<u>SOURCE 38</u>					
53-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	.00	.00	.0
<u>SOURCE 39</u>					
53-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
TOTAL SOURCE 39	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	39,199.86	275,903.97	453,000.00	177,096.03	60.9

SOUTH WEBER CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

SANITATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
53-40-110 FULL-TIME EMPLOYEE SALARIES	947.80	6,779.88	10,000.00	3,220.12	67.8
53-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
53-40-130 EMPLOYEE BENEFIT - RETIREMENT	165.90	1,256.69	3,000.00	1,743.31	41.9
53-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	70.32	504.99	800.00	295.01	63.1
53-40-133 EMPLOYEE BENEFIT - WORK. COMP.	21.67	163.27	300.00	136.73	54.4
53-40-134 EMPLOYEE BENEFIT - UI	.00	.00	200.00	200.00	.0
53-40-135 EMPLOYEE BENEFIT - HEALTH INS.	229.42	1,419.22	4,000.00	2,580.78	35.5
53-40-140 UNIFORMS	.00	.00	900.00	900.00	.0
53-40-240 OFFICE SUPPLIES & EXPENSE	.00	.00	.00	.00	.0
53-40-250 EQUIPMENT SUPPLIES & MAINT.	.00	11,929.26	12,000.00	70.74	99.4
53-40-251 VEHICLE MAINT & SUPPLIES	.00	.00	.00	.00	.0
53-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
53-40-350 SOFTWARE MAINTENANCE	187.35	1,278.45	2,500.00	1,221.55	51.1
53-40-370 UTILITY BILLING	322.11	2,280.19	5,000.00	2,719.81	45.6
53-40-492 SANITATION FEE CHARGES	31,875.61	198,275.41	385,000.00	186,724.59	51.5
53-40-550 BANKING CHARGES	54.78	581.10	1,800.00	1,218.90	32.3
53-40-650 DEPRECIATION	.00	.00	.00	.00	.0
53-40-900 CONTRIBUTION TO FUND BALANCE	.00	.00	.00	.00	.0
53-40-915 TRANSFER TO ADMIN SERVICES	.00	13,750.00	27,500.00	13,750.00	50.0
TOTAL EXPENDITURES	33,874.96	238,218.46	453,000.00	214,781.54	52.6
TOTAL FUND EXPENDITURES	33,874.96	238,218.46	453,000.00	214,781.54	52.6
NET REVENUE OVER EXPENDITURES	5,324.90	37,685.51	.00	(37,685.51)	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

STORM SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<hr/>					
54-33-400 STATE GRANT	.00	.00	.00	.00	.0
TOTAL SOURCE 33	.00	.00	.00	.00	.0
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SOURCE 34					
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54-34-270 DEVELOPER PMTS FOR IMPROVEMENT	.00	.00	.00	.00	.0
TOTAL SOURCE 34	.00	.00	.00	.00	.0
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MISCELLANEOUS REVENUE					
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54-36-100 INTEREST EARNINGS	.00	5,197.54	10,000.00	4,802.46	52.0
TOTAL MISCELLANEOUS REVENUE	.00	5,197.54	10,000.00	4,802.46	52.0
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STORM SEWER UTILITIES REVENUE					
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54-37-450 STORM SEWER REVENUE	15,814.37	109,245.67	177,000.00	67,754.33	61.7
TOTAL STORM SEWER UTILITIES REVENUE	15,814.37	109,245.67	177,000.00	67,754.33	61.7
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SOURCE 38					
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54-38-820 TFR FROM STORM SWR IMPACT FEE	.00	.00	152,000.00	152,000.00	.0
54-38-900 SUNDRY REVENUES	.00	.00	.00	.00	.0
54-38-910 CAPITAL CONTRIBUTIONS	.00	.00	140,000.00	140,000.00	.0
54-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	292,000.00	292,000.00	.0
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SOURCE 39					
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54-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	86,000.00	86,000.00	.0
TOTAL SOURCE 39	.00	.00	86,000.00	86,000.00	.0
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TOTAL FUND REVENUE	15,814.37	114,443.21	565,000.00	450,556.79	20.3

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

STORM SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
54-40-110 FULL-TIME EMPLOYEE SALARIES	2,268.24	17,345.77	36,000.00	18,654.23	48.2
54-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
54-40-130 EMPLOYEE BENEFIT - RETIREMENT	429.38	3,288.03	9,000.00	5,711.97	36.5
54-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	166.70	1,280.43	3,000.00	1,719.57	42.7
54-40-133 EMPLOYEE BENEFIT - WORK. COMP.	49.90	387.63	2,000.00	1,612.37	19.4
54-40-134 EMPLOYEE BENEFIT - UI	.00	.00	500.00	500.00	.0
54-40-135 EMPLOYEE BENEFIT - HEALTH INS.	704.06	4,741.65	17,000.00	12,258.35	27.9
54-40-140 UNIFORMS	34.25	309.79	400.00	90.21	77.5
54-40-230 TRAVEL & TRAINING	.00	50.00	500.00	450.00	10.0
54-40-240 OFFICE SUPPLIES & EXPENSE	.00	.00	.00	.00	.0
54-40-250 EQUIPMENT SUPPLIES & MAINT.	.00	.00	1,500.00	1,500.00	.0
54-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
54-40-256 FUEL EXPENSE	.00	.00	400.00	400.00	.0
54-40-270 UTILITIES	47.64	122.48	.00	(122.48)	.0
54-40-280 TELEPHONE	.00	.00	.00	.00	.0
54-40-312 PROFESSIONAL & TECH. - ENGINR	661.25	14,604.00	11,000.00	(3,604.00)	132.8
54-40-325 PROFESSIONAL/TECHICAL - MAPS/G	10,134.50	10,134.50	.00	(10,134.50)	.0
54-40-331 PROMOTIONS	.00	1,155.00	1,500.00	345.00	77.0
54-40-350 SOFTWARE MAINTENANCE	187.35	1,278.45	2,100.00	821.55	60.9
54-40-370 UTILITY BILLING	159.87	1,132.08	2,100.00	967.92	53.9
54-40-493 STORM SEWER O & M	1,402.00	3,863.79	30,000.00	26,136.21	12.9
54-40-550 BANKING CHARGES	27.38	281.63	1,000.00	718.37	28.2
54-40-650 DEPRECIATION	.00	.00	130,000.00	130,000.00	.0
54-40-690 PROJECTS	.00	.00	296,000.00	296,000.00	.0
54-40-915 TRANSFER TO ADMIN SERVICES	.00	10,500.00	21,000.00	10,500.00	50.0
TOTAL EXPENDITURES	16,272.52	70,475.23	565,000.00	494,524.77	12.5
<u>DEPARTMENT 80</u>					
54-80-512 CONTRIBUTIONS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 80	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	16,272.52	70,475.23	565,000.00	494,524.77	12.5
NET REVENUE OVER EXPENDITURES	(458.15)	43,967.98	.00	(43,967.98)	.0

SOUTH WEBER CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

PENALTIES UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
55-36-100 INTEREST EARNINGS	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	.00	.00	.0
<u>SOURCE 37</u>					
55-37-130 PENALTIES	.00	.00	.00	.00	.0
TOTAL SOURCE 37	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

SOUTH WEBER CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

TRANSPORTATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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56-31-305	TRANSPORTATION - LOCAL OPTION	8,374.05	40,818.91	62,000.00	21,181.09 65.8
	TOTAL SOURCE 31	8,374.05	40,818.91	62,000.00	21,181.09 65.8
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	SOURCE 33				
56-33-560	CLASS "C" ROAD ALLOTMENT	.00	57,205.73	211,500.00	154,294.27 27.1
	TOTAL SOURCE 33	.00	57,205.73	211,500.00	154,294.27 27.1
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	SOURCE 34				
56-34-270	DEVELOPER PMTS FOR IMPROV.	.00	.00	13,500.00	13,500.00 .0
	TOTAL SOURCE 34	.00	.00	13,500.00	13,500.00 .0
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	SOURCE 36				
56-36-100	INTEREST EARNINGS	.00	2,386.42	1,000.00	(1,386.42) 238.6
	TOTAL SOURCE 36	.00	2,386.42	1,000.00	(1,386.42) 238.6
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	SOURCE 37				
56-37-800	TRANSPORATION UTILITY FEE	34,104.61	235,023.63	380,000.00	144,976.37 61.9
	TOTAL SOURCE 37	34,104.61	235,023.63	380,000.00	144,976.37 61.9
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	CONTRIBUTIONS AND TRANSFERS				
56-39-091	TRANSFER FROM CAPITAL PROJECTS	.00	.00	.00	.00 .0
56-39-900	FUND BAL TO BE APPROPRIATED	.00	.00	110,000.00	110,000.00 .0
56-39-910	TRANSFER FROM CLASS "C" RES.	.00	.00	.00	.00 .0
	TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	110,000.00	110,000.00 .0
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	TOTAL FUND REVENUE	42,478.66	335,434.69	778,000.00	442,565.31 43.1

SOUTH WEBER CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 7 MONTHS ENDING JANUARY 31, 2020

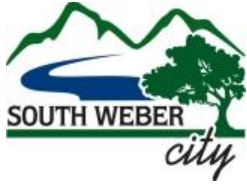
TRANSPORTATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
56-76-312 PROFESSIONAL & TECH. - ENGINR	1,977.00	8,522.25	18,000.00	9,477.75	47.4
56-76-424 CURB AND GUTTER RESTORATION	.00	.00	50,000.00	50,000.00	.0
56-76-425 STREET SEALING	.00	.00	400,000.00	400,000.00	.0
56-76-730 STREET PROJECTS	.00	74,260.00	310,000.00	235,740.00	24.0
56-76-910 TRANSFER TO CAP. PROJ. FUND	.00	.00	.00	.00	.0
56-76-990 CONTRIBUTION TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	1,977.00	82,782.25	778,000.00	695,217.75	10.6
TOTAL FUND EXPENDITURES	1,977.00	82,782.25	778,000.00	695,217.75	10.6
NET REVENUE OVER EXPENDITURES	40,501.66	252,652.44	.00	(252,652.44)	.0

SOUTH WEBER CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JANUARY 31, 2020

GENERAL LONG-TERM DEBT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
95-43-139 PENSION EXPENSE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 43	.00	.00	.00	.00	.0
 <u>DEPARTMENT 57</u>					
95-57-139 PENSION EXPENSE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 57	.00	.00	.00	.00	.0
 <u>DEPARTMENT 60</u>					
95-60-139 PUBLIC WORKS PENSION EXP.	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 60	.00	.00	.00	.00	.0
 <u>DEPARTMENT 70</u>					
95-70-139 PARKS PENSION EXP.	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 70	.00	.00	.00	.00	.0
 <u>DEPARTMENT 71</u>					
95-71-139 RECREATION PENSION EXP.	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 71	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0



Council Meeting Date: March 31, 2020

Name: David Larson

Agenda Item: 5

Objective: Award Contract to WC3 and Shums Coda for Plans Review Services

Background: Council discussed the creation of a Provider Pool for Plans Review Services on March 10, 2020, which allows for the awarding of a contract to multiple companies for the same service. The City is then able to approach all companies in the provider pool when the service is needed and select who to receive the service from dependent on the needs of the City at that time.

The City advertised a Plans Review Services Request for Qualifications (RFQ) and received two responses – Shums Coda and West Coast Code Consultants (WC3). An evaluation committee met on February 4, 2020 to review the submittals. An evaluation of qualifications, reference checks, and personal experience with the companies/individuals involved established that both companies are qualified to complete the needed plans review work.

Summary: Discuss Creation of Plans Review Services Provider Pool

Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: Award both contracts

Attachments: RES 2020-11, Plans Review RFQ Submittals from Shums Coda and WC3, Contract with Shums Coda, Contract with WC3

Budget Amendment: n/a

RESOLUTION 2020-11

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING PROFESSIONAL SERVICES CONTRACTS FOR PLANS EXAMINERS & INSPECTOR SERVICES

WHEREAS, commercial building plans require a third-party review for code and fire compliance by a licensed engineer; and

WHEREAS, there is an intermittent need for additional building inspectors due to high volume or training opportunities; and

WHEREAS, tying the City to one provider could create an unacceptable time lag based on availability and workload of an individual engineering firm; and

WHEREAS, the procurement policy allows for a services provider pool; and

WHEREAS, a request for proposals (RFP) was advertised and two submittals were received and reviewed by staff; and

WHEREAS, West Coast Code Consultants, Inc and Shums Coda Association were found to be qualified and are being presented to the Council for contract approval allowing the building department to utilize the services of either of the proposed providers;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Award: Plans examiner and inspector services contracts are hereby awarded to the following firms:

- a. West Coast Code Consultants, Inc
- b. Shums Coda Association

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 31st day of March 2020.

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

PROFESSIONAL SERVICES AGREEMENT PLANS EXAMINERS & INSPECTOR SERVICES

This Professional Services Agreement for Plan Examiners & Inspector Services (the "Agreement") is entered into on the _____ day of _____, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **WEST COAST CODE CONSULTANTS, INC.** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, City requested Request for Proposals from various qualified firms on January 23, 2020; and

WHEREAS, City selected Consultant to be in a pool of firms approved to provide Plans Examiners & Inspector Services; and

WHEREAS, City will determine, in its sole discretion, when a need for work exists under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Performance of Services.** As a need arises, City agrees to engage Consultant. Consultant agrees to perform services on an individual Work Order basis in accordance with the description of the scope of services set forth in the RFP (inclusive of an addenda) and Response to RFP, attached hereto as incorporated in this Agreement as **Exhibits "A" and "B"**, respectively.
2. **Compensation.** The compensation for any work requested under this Agreement shall be given on an hourly rate as specified in **Exhibit "B"**. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement.
3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Work

Order; scope budget; percentage completed; and a detailed breakdown of hourly rates, specific employees, and dates worked. City agrees, within 30 days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within 30 days, the approved amount will be paid.

4. **Consultant's Standard of Care.** The Consultant shall perform its services under this Agreement in accordance with the degree of skill and diligence ordinarily employed by professional consultants performing the same or similar services at the time such services are performed. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of care without additional cost to the City.
5. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.
6. **Term and Renewal.** The term of this Agreement is for five (5) years. Upon review by City the Agreement may be extended for two (2) additional years.
7. **Termination.** Either party may terminate this Agreement for cause upon the default of the other party as defined in paragraph 5. City may, in its sole discretion, terminate this Agreement for convenience upon thirty (30) days' written notice. Upon termination of this Agreement for any reason, Consultant shall deliver all of its work-in-progress, including calculations, assumptions, interpretations or regulations in performing this Agreement, to the City, and such work-in-progress shall become the property of the City.
8. **Consultant's Working Files and Accounting Records.**
 - a) **Working Files.** Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations or regulations, sources of information, and raw data generated, produced, created or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.
 - b) **Accounting Records.** Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 2. Consultant shall retain and make such records available to City for its examination during

Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

- c) **Audit.** City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.
9. **Insurance.** Consultant shall maintain insurance in accordance with generally accepted coverage to meet the requirements of the provisions of this Agreement and in compliance with State Law.
10. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.
11. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Work Orders. In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.
12. **Suspension, Delay, or Interruption of Work.** City may, in its sole discretion, suspend, delay, or interrupt Consultant's services for the convenience of City. In the event of force majeure or such suspension, delay, or interruption, an Equitable Adjustment will be made in the schedule and compensation under this Agreement.
13. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
South Weber City	West Coast Code Consultants, Inc.
Mark Larsen, Public Works Director	Todd Snider, PE, SE, CBO
1600 E. South Weber Drive	908 W. Gordon Avenue, Suite 3
South Weber, UT 84405	Layton, UT 84041
801-479-3177	801-547-8133
mlarsen@southwebercity.com	todds@wc-3.com

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Work Order and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

14. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

- 1) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.
- 2) The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.
- 3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order

is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

15. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.
16. **Notice.** All written notices required to be given under this Agreement shall be hand delivered, or certified registered mail, return receipt requested, or verifiable electronic transmission to the parties at their respective addresses set forth in paragraph 13 above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.
17. **Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede all previous or contemporaneous representations or agreements of the parties regarding the subject matter of this Agreement
18. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents and assigns.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.
20. **Arbitration.** Any difference, dispute, claim or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.
21. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

22. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.
23. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.
24. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.
25. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.
26. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent of partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

SOUTH WEBER CITY CORPORATION

David J. Larson, City Manager

Date: _____

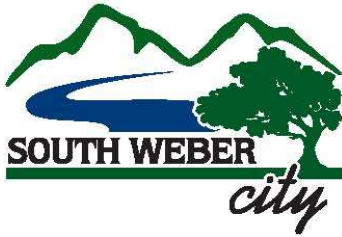
Attest: City Recorder, Lisa Smith

WEST COAST CODE CONSULTANTS, INC.

Todd Snider, PE, SE, CBO

Date: _____

EXHIBIT A – Request for Proposals & Addenda



Request for Statement of Qualifications (RFQ)

For

Plans Examiners & Inspectors

Duties: check plans for building codes, fire codes, and zoning codes adopted by South Weber City.

In the areas of International building code, International Residential Code, International Plumbing Code, International Mechanical Code, Fuel Gas Code, Residential Energy Conservation Code, NFPA 70 – National Electrical Code, Americans with Disabilities Act, Commercial Energy Conservation Code, International Fire Code, City Zoning Codes, and any other codes that are applicable.

in

South Weber City, Utah

Response due by 4:00 PM, Thursday, January 23, 2020.

REQUEST FOR STATEMENT OF QUALIFICATIONS

Plans examiner for building codes, fire codes, and zoning codes

PURPOSE OF THIS RFQ

The City will use this selection process as follows:

1. Establish Consultant lists for each Discipline, depending on the City's needs, valid for up to five (5) years. The validity of the established list(s) may be extended by two (2) more years upon City approval.
2. Execute "on call" professional services contracts for selected Disciplines.
3. Based on specific needs, City will use these established lists for further development of project specific contracts.
4. The contracts will be in the form of a Standard Agreement for Professional Services.
5. The Agreements(s) may have an initial term of up to five (5) years and may be extended by an additional two (2) years with City approval.
6. Each Agreement will include a negotiated rate schedule established at the time of its execution. The rates established at the time of contract execution will be valid for the initial term of one (1) year. Revised rates may be re-negotiated annually. No travel time or mileage costs will be entertained in the negotiated fees. Firms are expected to absorb these costs as part of its overhead costs.
7. City, at any time, may abolish the list(s) established using this process prior to the expiration period and initiate a new Consultant selection process to establish new list(s).
8. City may issue separate future solicitations for similar services for project specific professional services outside this process.
9. City is not obligated to issue any contract(s) with this process. The City of South Weber reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date, to modify, amend, reissue or rewrite this document and to procure any or all services by other means.

I. BACKGROUND:

The South Weber City Building and Fire Departments are seeking on-call professional support to assist Building/Fire Department staff with professional services. Services shall include the ability to provide a Certified Building/Fire Inspectors and Certified Plans Examiner.

The City of South Weber is a community of approximately 7,500 residents located along the Wasatch front in Davis County, Utah. The Building/Fire Department are responsible for ensuring that structures are constructed properly to conform to the Municipal Code and Utah Building Codes.

South Weber City is currently experiencing increased demand for land use development and construction. The City is required to maintain an expected level of customer service and therefore seeks to contract with multiple consulting firms to have on-call consultants

available that could assist the City with specific professional services as needed. The Building/Fire Departments at South Weber City have a variety of developments (residential, mixed-use and multi-family residential and commercial projects).

The goal of this Request is to establish a list of approved on-call consultants that would be under contract for a period of up to five fiscal years during which time the on-call consultants would then be utilized based upon expertise and availability. The City of South Weber expects to contract with multiple firms for the same discipline such that the City has the ability to utilize more than one firm at the same time situation depending.

Selected firms would be under contract for the requested services on an as-needed basis. Work will be initiated through the use of task orders/work authorizations prepared by the Consultant to include the deliverables, bid, and timeline for each task. Upon agreement of the cost estimate the task order would then be executed by City Staff authorizing work to proceed by the Consultant.

II. QUALIFICATIONS

Under general qualifications, the Consultant must have the following:

1. Demonstrated experience and knowledge of applicable local, state, and federal codes, laws, and acceptable practices applicable to the City.
2. Demonstrated ability to coordinate and manage the work between various disciplines as required. Demonstrate sufficient resources to be able to respond to the City's request in a timely and efficient manner.
3. Possess appropriate and valid State of Utah-issued license or registration to practice in specific area of discipline.
4. Demonstrated knowledge and capability and capacity to produce project documents in electronic format compatible with the City's system.

The City of South Weber is an Equal Opportunity Employer. Firms that are selected as part of this process shall comply with all applicable laws.

III. SCOPE OF WORK AND SERVICES:

The selected firms or consultants are expected to be familiar with and well versed in all related deliverables required for Building/Fire Departments review services as described in this Request. Interested firms shall have staff with a minimum of five years of similar prior experience working as a City Building Inspector, Fire Inspector, or Plans Examiner.

Consulting firms are not required to be able to offer all the services requested in this RFQ. Firms may bid on all, a combination of or just one of the services requested.

The City is in pursuit of a high level of customer service and professionalism with interaction with all customers served.

The following scope of work is not intended to be exhaustive, but a representative requirement of the work. The proposer is encouraged to develop a more detailed or appropriate scope of work that it believes will ensure more successful completion of the work.

Plan Check Review

Consultants shall provide comprehensive plan check review, analysis and comments early on to avoid delay with unexpected project requirements late in the process. Projects plans are to be both received and delivered electronically and in hard copy format by consultant. Plans shall be reviewed for compliance with the most recently adopted City Building Codes, ordinances and state and federal requirements.

Plans shall be reviewed by Consultant and provided to City with written comments within 14 business days of submittal. For each subsequent round of review the turn-around time shall be 5 business days. Review to include plans, calculations, specifications and reports for a determination of compliance with all applicable codes, ordinances, laws and regulations.

The review shall provide written comments that include the following:

1. Complete and detailed comments
2. References to plan sheet pages
3. Determination of compliance with all applicable codes, ordinances and regulations
4. References to specific codes, regulations and laws for each noted correction
5. The name and direct phone number for the person who performed the review of said plans
6. Plans Examiner shall make themselves available to review comments with the Applicant as well as the City's Building Official.
7. Review of professionally prepared Structural Plans and Calculations shall be performed by an individual registered in the State of Utah as a Professional Engineer.
8. Commercial and Multi-Family Plans shall also be reviewed by a licensed Utah plans examiner.

Upon consultant determination of plan compliance with applicable codes the approved plans shall be transmitted to the Building Department in a final form ready for building permit issuance with all applicable corrections completed and appropriately denoted on the final plans. The consultant shall wet stamp one set of plans as "Approved."

Building/Fire Inspection

Upon direction by the City, Consultant shall provide inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the City's Building laws and the code requirements set forth on the approved plans for which the City issued a permit. In the performance of such duties, Consultant shall observe each project at the completion of the various stages of construction for

compliance with all relevant State and City building codes. The Inspector shall hold necessary Certifications for the tasks as assigned. The Inspector shall have all needed tools for inspection including a vehicle, insurance, etc.

IV. PROJECT REPORTING AND INVOICING:

Consultants shall be available for consultation with the City's Project Manager at all reasonable times and shall immediately advise the City's Project Manager of requirements, technical decisions or problems that may materially affect the project scope, schedule, or cost of an assignment. Any changes to scope of work or budget shall first be authorized by the City and shall be accompanied by a change of work order. The Consultant shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Consultant, the City, the applicant and other involved agencies and organizations.

During the course of the project and to support each invoice, the Consultant shall furnish Progress Reports that shall include a Narrative Report with the following:

1. Specific accomplishments during the reporting period.
2. Problems encountered or anticipated.
3. Accomplishments scheduled for the next reported period.
4. Results of any significant activities.

Progress Reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the City's Project Manager. The invoice shall be accompanied by a cost breakdown showing specific persons and classifications being billed for the period. Invoices shall include copies of any sub-consultant invoices should sub-consultants be utilized. Failure of Consultant to submit required reports as directed shall constitute cause for suspension of payment of invoices.

Consultant will keep a copy of all records throughout the project. At the close out of the project, all records will be delivered to the City in an electronic format.

V. CONSULTANT SELECTION PROCESS:

All responses to this RFQ meeting the submittal requirements will be evaluated by a review committee. Written qualifications will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFQ. All firms will be notified, if they have been selected via email. Following the selection committee's evaluation process and determination of firms, the City may contact persons involved in former or current projects by responding firms, including but not limited to reference contacts.

The selection process provides for a review committee to be formed to evaluate consultant proposals. The process and evaluation criteria for selection will include the following:

- A. An evaluation of the firm's qualifications and organization as well as the qualifications of the proposed project team members to perform the services described in the RFQ including comparable experience on projects of similar scope and magnitude.
- B. A demonstration of the firm's and team's understanding of the project scope and requirements. Presentation of an effective approach and management plan including firm's ability to meet project schedules.
- C. An established record of customer service.
- D. The proposals will be evaluated and ranked by the review committee.
- E. The City will then contract with multiple firms to provide on-call Building/Fire inspection and plan review.

VI. PROPOSAL CONTENTS:

The City is interested in information to address the points below. Brief responses are acceptable and encouraged.

- 1) Date of Submittal.
- 2) Firm's structure, legal name, type of entity, background, general qualifications, include employee count by title and profession, year firm was established, contact information.
- 3) How consultant delivers successful, high quality projects while working with low bid contractors, including quality control.
- 4) Please attach individual resumes, with relevant experience working with public entities, specific role and responsibility, number of similar projects completed within the last 5 years. Also include the primary point of contact's name, address, telephone number and email address, as well as an alternate point of contact for each qualification submitted.
- 5) Firm's current workload and backlog.
- 6) Recent experience of the firm in providing services for representative projects identify costs and project complexities that distinguishes your firm's services. Provide the name, address and phone number for owner/client, contractor, operator/facilities manager, or other person that may serve as references.
- 7) Sub-consultants that would be utilized and their specific role. Include firm qualifications.
- 8) Location of the office(s) where work will be performed. Professional license and registration to practice specific discipline in the State of Utah.
- 9) Please identify any recent or pending litigation.
- 10) Confirmation that the required City standard /insurance levels are acceptable.

To demonstrate its qualifications and its ability to perform the Consultant services scoped, Consultant shall submit a proposal also containing the information listed below. Extensive and elaborate proposals are not needed. Complete but concise and clear proposals are desired. Please limit the proposal to no more than 25 pages (in entirety including all promotional material) with no less than a 10-point font.

A. Executive Summary - A brief summary containing highlights of Consultant's proposed approach to the services described in the RFQ, including a clear statement of its understanding of the project and services required. If the detailed approach is not long and complex, an Executive Summary is not essential.

B. Detailed Approach - A detailed presentation of the proposed approach for performing the services, describing how the firm would be organized and structured to ensure:

1. Quality Performance.
2. Responsiveness to City's staff and Project Requirements.

C. Management Plan - A Management Plan describing how the services would be organized, including:

1. An organization chart showing the proposed relationships among design personnel, key employees for the project, field personnel, and any sub-consultants.
2. Name, position, summary of qualifications, and related experience and proposed responsibilities of the Project Manager and key personnel on the proposed project team. Provide references with phone numbers for Project Manager.
3. Proposed plan for quality and cost control to enhance the service, responsiveness to project needs, and to reduce project costs.
4. Task Schedules - for each specified task, the Consultant shall prepare a Preliminary Task Schedule showing the work to be completed. At key points in the project design, allow five (5) working days for City review and formal response.

D. Consultant Firm Information - Consultant shall present the information listed above about the firm and to demonstrate its experience on similar projects to that contemplated in the RFQ. Information presented should be brief, should not include any unnecessary promotional material, and should be presented in the sequence listed herein.

E. Standard Terms and Conditions - Consultant shall state its willingness to accept the terms and conditions in the standard Agreement for Professional Services. A sample copy of which is attached and can be obtained from the Community Development Department. Consultant shall list items to which it takes exception, and provide alternate working language, if needed. Insurance and other essential requirements are set out in the sample Agreement for Professional Services.

F. Proposal Submittal Procedure - Consultant shall submit its proposal in accordance with the following requirements:

1. The proposal shall be transmitted with a cover letter that conforms to the following:
 - (a) Is signed by an officer authorized to bind the Consultant contractually.
 - (b) Confirms the receipt of the RFQ and all Addenda thereto.
 - (c) States that the proposal is firm for a 90-day period.
 - (d) Provides the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
 - (e) Provides the name, title, address and telephone number of the individual who will negotiate with the City and is authorized to contractually bind the firm.
2. Interested firms shall either submit one (1) electronic copy or three (3) paper copies of the proposal.
3. The proposal shall be addressed to:

Mark Larsen
South Weber City
1600 E South Weber Drive
South Weber, UT 84405
mlarsen@southwebercity.com

4. The proposal must be received at the above address **no later than 4:00 p.m. on Thursday, January 23, 2020.**

Attachment: Exhibit 1 – Sample Agreement for Professional Services
Exhibit 2 – Acknowledgement Form
Exhibit 3 – Consultant Disclosure of Financial Interests

EXHIBIT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the City of South Weber ("CITY") and _____ ("CONSULTANT").

WHEREAS, the CITY desires to obtain professional services for _____ and has issued a Request for Proposals dated _____,

20__, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated _____, a copy of which is attached and incorporated as Exhibit

B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to the CITY in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services.

2. SCOPE OF SERVICES. The scope of the CONSULTANT's Services shall

consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A.

3. **TERM.** The term of this Agreement will be for a term of _____ years commencing upon the Effective Date of the Agreement. The CONSULTANT shall furnish the CITY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications. The CITY reserves the right, in its sole discretion, to exercise up to __ one- year option term(s) to extend the Agreement, pursuant to the terms of Section 4, Compensation. If the CITY determines to exercise the option term(s), the CITY will give the CONSULTANT at least 30 days' written notice of its determination. It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the CITY's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. **COMPENSATION.** The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The hourly rate by personnel category shall be as set forth in Exhibit B [and/or below if inserting payment schedule] The agreed upon hourly labor rates shall include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement. The hourly labor rates shall remain firm during the entire ____-year term of this Agreement.

5. **MANNER OF PAYMENT.** CONSULTANT shall submit invoices to CITY on a monthly basis. Invoices shall itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder. CITY shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to:

South Weber City
1600 E South Weber Drive
South Weber, UT 84405
Attn: Accounts Payable

6. **CONSULTANT'S KEY PERSONNEL.** It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. **CITY REPRESENTATIVE.** Except when approval or other action is required to

be given or taken by the City Council, the CITY Manager, or such person or persons as he shall designate in writing from time to time, shall represent and act for the CITY.

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the CITY. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT shall be and are the property of the CITY. The CITY shall be entitled to access to and copies of these materials during the progress of the work. Any property of the CITY in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the CITY. If any property of the CITY is lost, damaged or destroyed before final delivery to the CITY, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. The CITY may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the CITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the CITY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. CONSULTANT shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the CITY and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, losses, damages, costs, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or CONSULTANT 's employees, officers, officials, agents or independent contractors. Such losses, damages, and costs shall include

reasonable attorneys' fees of counsel of CITY 's choice, expert fees and all other costs and fees of litigation. CONSULTANT shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the active negligence or willful misconduct of CITY, its agents or employees. To the fullest extent permitted by law, this indemnity shall survive the termination or expiration of this Agreement.

12. INSURANCE.

A. Workers' Compensation. CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the CITY a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall always also procure and maintain during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the CITY for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the CITY's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the CITY, and its Councilmembers, officers, and employees. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the CITY.

Inclusion of the CITY as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, CONSULTANT shall deliver to the

CITY a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the CITY a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the CITY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the CITY seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The CITY shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the CITY shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the Community Development Director or designee and the CONSULTANT's _____.

All other notices and communications deemed by either party to be necessary or

desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the CITY: City of South Weber
1600 E south weber drive
South Weber, UT 84405
Attn: Building Department

If to the CONSULTANT: _____

Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under Utah law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of the CITY to have access to, examine and make copies, at the CITY's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. CITY Warranties. The CITY makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Confidentiality. CONSULTANT shall not release any reports, information

or promotional materials prepared in connection with this Agreement without the approval of the CITY.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the CITY shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the CITY.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of Utah.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

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

South Weber City:

CONSULTANT:

(See footnote below)*

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

City Attorney

By: _____
Name: _____
Title: _____

*Note: This Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the City is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation’s Board or a copy of the Corporation’s bylaws).

ACKNOWLEDGEMENT FORM

**ACKNOWLEDGEMENT FORM FOR SOUTH WEBER CITY AGREEMENT
FOR PROFESSIONAL SERVICES
SOUTH WEBER CITY REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR AS-NEEDED PLANS EXAMINER FOR BUILDINGCODES AND FIRE CODES.**

By signing below, the consultant acknowledges that it has examined the enclosed South Weber City “AGREEMENT FOR PROFESSIONAL SERVICES”. If the City accepts the proposal, the agreement, without any changes, shall be executed by the consultant within three (3) working days of notification by the City and consultant shall comply with applicable insurance requirements.

Legal Name of the Firm: _____

Business address: _____

Name of Authorized Person: _____

Signature of Authorized Person: _____ Date: _____

Telephone Number: _____

Email Address: _____

If requesting changes to the City’s Standard Agreement for Professional Services, do not sign this page. Return this page with an outline of requested change to the City’s Standard Agreement including section number and requested language.

EXHIBIT B – Response to Request for Proposals



West Coast Code Consultants, Inc.

January 23, 2020

Mr. Mark Larsen, Public Works Director
South Weber City
1600 E. South Weber Drive
South Weber, UT 84405

RE: Request for Proposal — Plans Examiners & Inspectors

West Coast Code Consultants, Inc. (WC³) is pleased to present our proposal to South Weber City (City) for on-call professional support with Plans Examiner and Inspector services.

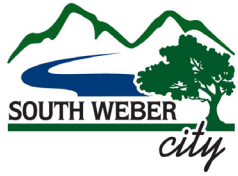
For over 14 years, WC³ has cultivated a strong reputation for providing reliable support and excellent service to community development departments across the West Coast. Our team is comprised of professional engineers, including fire protection and structural engineers, ICC certified officials, access specialists, plans examiners, permit technicians, and other professionals. Our long-standing experience of working on various architectural, structural, mechanical, electrical, plumbing, fire and energy projects has provided WC³ with unparalleled knowledge of the provisions outlined in local codes and ordinances, State Codes, Federal Codes and Standards. Our combined experience, knowledge and customer service is key to our performance and we are strongly positioned to exceed the plan review needs of South Weber City.

We acknowledge the receipt of the RFQ and its contents, and have reviewed the aspects of the City's Agreement for Professional Services, including the City's insurance requirements. Our proposal is in agreement with said documents and is valid for 90 days after submittal on January 23, 2020. On behalf of WC³, I thank you for your consideration of our firm and look forward to the opportunity of working with the City of South Weber in this capacity. We are confident in our ability to serve your community and eager to deliver professional, thorough service with our diverse, experienced team.

If you have any questions or require further information, please contact myself, or our project contact, Todd Snider, Utah Regional Manager, by email: todds@wc-3.com, or phone: (801) 547-8133, at anytime.

Sincerely,

Chris Kimball, PE, SE, MCP, CBO
Vice President | chrisk@wc-3.com



Mark Larsen
Public Works Director
South Weber City
1600 E South Weber Drive
South Weber, UT 84405

PROPOSAL

Prepared for: South Weber City
Submitted by: January 23, 2020

Plans Examiners & Inspector Services

West Coast Code Consultants, Inc.
908 W. Gordon Avenue, Suite 3
Layton, UT 84041

UTAH | CALIFORNIA | WASHINGTON | NEVADA | IDAHO



Teaming with Your Community to Make a Difference

CONTACT INFO:

Todd Snider, PE, SE, CBO
Utah Regional Manager
P: (801) 547-8133
C: (801) 540-3916
E: todds@wc-3.com

www.WC-3.com



West Coast Code Consultants, Inc.

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A: Executive Summary

The City of South Weber (City) is located on the Wasatch Front mountain range of Davis County, Utah, approximately 15 to 20 minutes east of our West Coast Code Consultants, Inc (WC³) office in Layton. The community is approximately 7,500 residents and currently experiencing an increase in demand for land use development and construction. The City's Building and Fire Departments are responsible for ensuring that all structures are constructed properly and conform to Municipal and Utah Building Codes. Seeking to maintain high levels of customer service for its citizens, while managing various developments (including residential, mixed-use and multi-family residential and commercial projects), the City is looking to contract with multiple consulting firms to have on-call as consultants. These consulting firms will assist with specific professional services as needed.

As a third party provider of plan review and inspection services, WC³ has been serving the needs of various jurisdictions in Building Safety and Fire Prevention throughout the western United States for over 14 years. Our reputation of reliable, professional service, responsiveness and industry expertise speaks for itself. Our success as a company is dependent upon the relationships of those that we serve and our number one goal is to exceed our client's expectations. We believe WC³ is fully capable of assisting South Weber City as an on-call consultant for the services they seek in plan review and inspection.

We're proud to be experts in code compliance. At WC³, our team is among an elite group of licensed and certified engineers, building officials, and other professionals who regularly stay abreast of current trends and regulations in code. As industry leaders, our team members are frequently requested to train and educate enthusiastic learners from all over the nation; and have received regular invitations to author publications within the industry. With extensive knowledge, expertise and service, we have helped many jurisdictions transform their communities and improve upon safety for their citizens.

As a premier provider of Building Safety and Fire Prevention services, we truly want to team with your community and make a difference. We love working with jurisdictions like South Weber City who embrace the changes required for growth while honoring their community values and citizen loyalty. With this attitude, a partnership with WC³ can bring South Weber City peace of mind in a way that is manageable, sustainable and profitable. Our passion to assist our clients in creating safe communities as they grow is second to none and we are eager to provide on-call plan review and inspection services to South Weber City.

This proposal outlines in more detail our plan and what South Weber City might expect along the way.

B. Detailed Approach

QUALITY PERFORMANCE

WC³ has been serving local jurisdictions and organizations in Building Safety and Fire Prevention for over 14 years. We provide extension and support for projects that is second to none and effectively meet aggressive turn around times to meet our individual clients' needs. We use our industry knowledge and experience, combined with local codes and ordinances, to provide comprehensive, accurate plan reviews and inspections. We have established a qualified, talented team comprised of licensed and certified engineers, architects and other professionals who consistently evaluate and address corrective issues regarding design documents, footings and foundations, structural calculations, soils reports, geotechnical and energy reports, fire protection systems, accessibility, and other project plans. We have performed plan reviews and inspections for residential, commercial, institutional and industrial projects all over the western United States; work in all types of structural and non-structural disciplines; and have experience evaluating a variety of structural, building, mechanical, electrical, plumbing and fire projects.

When jurisdictions are understaffed, require specific expertise on complex projects, or feel overwhelmed with particular projects, WC³ is available to handle all technical aspects or project overflow for your community. We serve in matters to help fulfill obligations and can join in on phone calls or meetings with jurisdictions, city officials, employees or applicants. We strive for complete client satisfaction and our remarkable employees are always ready to assist.

WC³ is recognized as an industry leader with a team who maintains a high level of skill and experience. We regularly host training for field and technical staff, all over the nation, and stay abreast of an ever-changing regulatory landscape. Our employees are continually challenged to enhance their education and pursue relevant certifications. We also recognize the value in giving back to our industry and have many staff members who actively participate in local ICC Chapters and other industry organizations of their own accord. This combination of experience, knowledge and customer service is the key to our success and helps WC³ provide the highest quality services possible.



Our Team

The WC³ team is comprised of highly qualified...

- Structural Engineers
- Civil Engineers
- Electrical Engineers
- Mechanical Engineers
- Fire Protection Engineers
- Certified Fire Marshals
- Certified Building Officials
- Certified Access Specialists (CASp)
- Certified Plans Examiners
- Certified Building & Fire Inspectors
- Certified Permit Technicians
- Other Professionals

B. Detailed Approach *(Continued)*

PROJECT RESPONSIVENESS

In order to provide a clear representation of our process, we present the following outline of procedures we utilize. If necessary, these procedures may be adjusted to better accommodate your jurisdiction's needs.

Plan Review

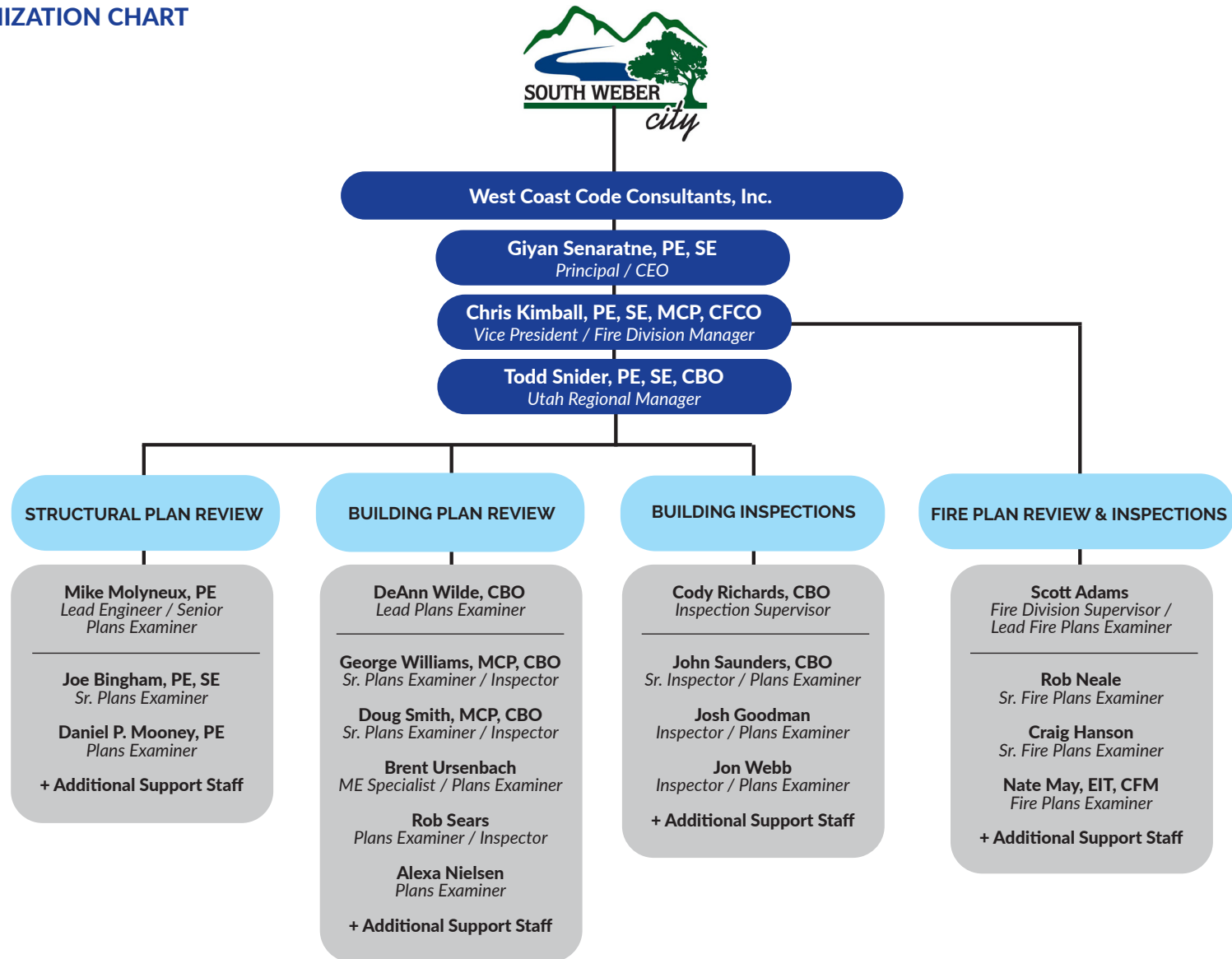
- Format plan review comment lists to compliment the style and requirements of your jurisdiction.
- Prepare a plan review profile specific to your jurisdiction in order to clearly define or identify particular requirements and items of interest to South Weber City.
- Open lines of communication with the Chief Building Official, Fire Marshal and other department staff to ensure accuracy in enforcing City policies.
- When deemed necessary, arrange same day, or within 24 hours, pick up of plans. Alternatively, work with the City to electronically accept, track and record files, securely, through the preferred means of your jurisdiction.
- Conduct complete and detailed plan reviews by licensed Utah plans examiners, within the time frame established by the jurisdiction. Expedited reviews can be accommodated as necessary.
- Supply hard copy or electronic plan review comments, approval letters and project invoices (including direct contact information) as desired by the jurisdiction.
- Be available as necessary to communicate and/or attend system design meetings with property owners, designers, architects, engineers and contractors to assist with questions and plan review responses.
- All structural plans and calculations shall be performed by a registered/licensed State of Utah Professional Engineer. Commercial and multi-family plans shall be reviewed by certified plans examiners.

Inspection

- Become familiar with South Weber City's needs, operations and inspection style, as well as any specific requirements for each inspection.
- Engage with Building and Fire Department staff to understand the City's processes, forms, policies, clients and record keeping.
- A WC³ employee will be assigned as a prime contact in order to maintain communication with senior City staff for assignments, questions, scheduling and support.
- Inspections may be scheduled 24 hours in advance and inspectors will be scheduled for morning, afternoon or full-day increments.
- Update the City's permit tracking software as necessary, including transferring all applicable field notes. WC³ inspectors are trained on all commonly used software systems.
- Build a rapport with frequent contractors and teams on continuous or complex projects. Inspectors will serve as a liaison between the City and other professionals to provide seamless support.
- Perform and/or attend on-site and in-office pre-construction and system design meetings as required. Communicate with property owners, designers, architects, engineers and contractors as necessary to assist with corrections and general project questions.
- Support staff by updating final permits in permit tracking software and archiving permit documentation as necessary, according to the jurisdiction's standards.

C: Management Plan

ORGANIZATION CHART



C. Management Plan *(Continued)*

WC³ has established an experienced team of individuals that would seamlessly augment South Weber City's staff. The following includes a brief summary of our Management Team with key Team Leads and contacts responsible for performing Building Safety and Fire Prevention services to follow. Full resumes for senior staff, with listed licenses and certifications, can be found in Appendix A. Official copies of requisite licensing or certifications, as well as resumes for additional supporting staff may be provided upon request.

MANAGEMENT TEAM



Giyan Senaratne, PE, SE LEED AP, CASp - Principal / CEO

Mr. Giyan Senaratne, SE, PE, the owner of WC³, has more than 32 years of experience providing professional building and life safety services to numerous municipalities and government agencies. He is a registered structural engineer, a registered civil engineer, an ICC certified plans examiner, a LEED AP professional, and a Certified Access Specialist (CASp). He has exceptional experience in performing detailed plan reviews of a wide variety of types of construction and occupancy groups. This includes simple residential homes, multi-family podium projects, high-rise structures, complex industrial plants, and large-scale power plants. He is actively involved with code development at the State level and is a sought-after educator for code trainings for building officials, design professionals, and contractor organizations.



Chris Kimball, PE, SE, MCP, CFCO - Vice President

Mr. Kimball is a licensed engineer and an ICC Master Code Professional. He is also certified by ICC as a building official, fire code official, combination plans examiner, combination building inspector, fire plans examiner/inspector, and as an accessibility plans examiner/inspector. He received his Masters degree with an emphasis in structural engineering and currently serves as the Vice President of WC³. He has performed plan reviews for thousands of projects throughout the Western United States and is an ICC approved instructor. Mr. Kimball also authored the 2018 International Existing Building Code Handbook and co-authored the 2018 International Building Code Handbook.



Todd Snider, PE, SE, CBO - Utah Regional Manager / Project Manager

Mr. Snider is a licensed structural engineer and an ICC certified building official, in addition to being a certified building, mechanical, energy, and accessibility plans examiner. He received his Master's degree from the University of Utah with an emphasis in structural engineering and has served as the Chairman of the Residential Building Committee for the Structural Engineer's Association of Utah (SEAU). He provides plan review services to many jurisdictions throughout the Western United States and has had multiple years of experience in the structural design of a variety of building types. Mr. Snider is an approved ICC instructor and has taught code classes to building official, design professional, and contractor organizations throughout the United States.

C. Management Plan *(Continued)*

UTAH REGIONAL KEY PERSONNEL



Mike Molyneux, PE - Lead Engineer / Sr. Plans Examiner

Mr. Molyneux is a licensed professional engineer as well as an ICC certified building plans examiner and holds multiple ICC inspector certifications. He received his Master's degree from Utah State University with an emphasis in structural engineering. He provides plan review services to many jurisdictions throughout the western United States and has had multiple years of experience in providing structural design of a variety of building types and telecommunication structures.



DeAnn Wilde, CBO - Lead Plans Examiner

Ms. Wilde has worked in the plan review and inspections industry for the past 15 years. She has extensive experience reviewing commercial, residential, industrial, hotels, apartment buildings, and aircraft hangar projects. Ms. Wilde is skilled in project management, records management, development of policies and procedures, management of paperless process as well as automated plans examiner programs.



Cody Richards, CBO - Inspection Supervisor

Mr. Richards is an eight-way combination inspector and certified building official for WC³. Prior to performing code inspections, his background focused on the political aspect of the building industry. He has an excellent understanding of the role government jurisdictions play within the industry. He received a master's degree in public administration and has worked for multiple cities within the planning and development departments. He has served on planning and zoning committees as well as the economic development committee for multiple municipalities. His experience offers him a broad working knowledge of many facets of the field.



Scott W. Adams - Fire Division Supervisor / Lead Plans Examiner

Mr. Adams graduated from the University of Maryland with a Bachelor of Science in Fire Protection Engineering. He is certified as an ICC Fire Code Inspector and Building Plans Examiner; and served as Chairman for the 2002 Winter Olympics Fire Marshals Work Group. He was instrumental in developing the fire and life safety guidelines that were used in both permanent and temporary Olympic facilities as well as planning and implementing the fire prevention and exiting programs for the games. With more than 30 years experience providing fire and life safety reviews, he regularly provides fire prevention training classes on behalf of the ICC.

C. Management Plan *(Continued)*

UTAH REGIONAL ADDITIONAL STAFF

EMPLOYEE	POSITION	LICENSES, CERTIFICATIONS & EDUCATION
STRUCTURAL PLAN REVIEW		
Joe Bingham, PE, SE	Senior Plan Review Engineer	More than 20 years of experience Licensed Structural Engineer
Daniel Mooney, PE	Senior Plan Review Engineer	More than 8 years of experience Master's in Structural Engineering
BUILDING PLAN REVIEW		
George Williams, MCP, CBO	Senior Plan Review Examiner	More than 15 years of experience 34 ICC Certifications
Doug Smith, MCP, CBO	Senior Plan Review Examiner	More than 19 years of experience 20 ICC Certifications
Brent Ursenbach	ME Specialist / Plan Review Examiner	More than 40 years of experience 10 ICC Certifications
Rob Sears	Plan Review Examiner	More than 5 years of experience 10 ICC Certifications
Alexa Nielsen	Plan Review Examiner	More than 5 years of experience 3 ICC Certifications
BUILDING INSPECTION		
John Saunders, CBO	Sr. Inspector / Plan Review Examiner	More than 40 years of experience 11 ICC Certifications
Josh Goodman	Inspector / Plan Review Examiner	More than 5 years of experience 17 ICC Certifications
Jon Webb	Inspector / Plan Review Examiner	More than 25 years of experience 7 ICC Certifications
FIRE PLAN REVIEW & INSPECTION		
Rob Neale	Sr. Fire Plans Examiner	More than 18 years of experience 11 ICC Certifications
Craig Hanson	Sr. Fire Plans Examiner	More than 30 years of experience 12 ICC Certifications
Nate May, EIT, CFM	Fire Plans Examiner	More than 5 years of experience 8 ICC Certifications

C. Management Plan *(Continued)*

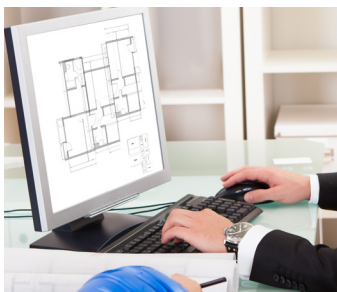
QUALITY & COST CONTROL

As a third-party code consulting company, WC³ is able to assist organizations in all processes associated with regulatory code and compliance. We employ combination plan reviewers and inspectors who, at minimum, are certified for general building, electrical, mechanical, plumbing and fire. International code, state regulations and city ordinances often evolve and change. Having a partner with extensive expertise who understands code compliance helps navigate the challenging landscape and avoids unnecessary expense or headache associated with code concerns. We have reviewed the specific “Scope of Work & Services” as stated in the Request for Qualifications and agree to the terms noted. We would like to provide the following details regarding our service and proposed plan for quality and cost control:



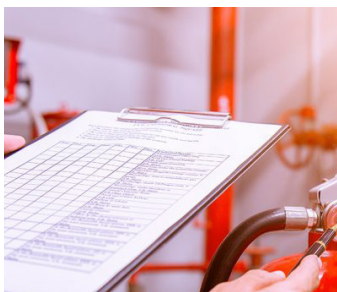
Building Safety & Fire Prevention Plan Review

WC³ specializes in providing plan review services for both simple and complex commercial, industrial and residential projects. All projects are reviewed to ensure compliance with the adopted codes and referenced standards. Each reviewer is well recognized in their field of expertise and maintains the appropriate ICC and third-party certifications/licenses necessary for the project they are assigned. We ensure peace of mind by working closely with jurisdiction staff, design teams, and contractors to meet aggressive schedules and to ensure that code requirements are met. We achieve client confidence by making our teams available to assist with difficult issues and resolve problems quickly. Our best-practice techniques deliver clear comments with accuracy, on-time and within budget. Additionally, we offer innovative, electronic plan reviews to help expedite projects and minimize expenses; as well as review, mark-up and transport plans of any size.



Building & Fire Inspection

WC³ tailors our building and fire inspection services to meet the specific needs of our clients. Our certified team uses their industry knowledge and experience to ensure projects are constructed in accordance with approved plans and per the requirements of adopted codes. For that purpose we maintain qualified inspectors that are not only certified and state licensed, but experienced in small to large-scale projects. WC³ inspectors can be sourced on a full-time or interim basis—and no matter what type of construction or occupancy, we have qualified inspectors to meet each community's needs. Our team understands the importance of keeping clear, concise documentation, holding office hours, answering phone calls, and responding to inquiries from the field as needed by the jurisdiction. Our team will provide the same level of service as if they were members of your own staff.



C. Management Plan *(Continued)*

WORKLOADS & BACKLOGS

If selected to work with South Weber City, our Layton, UT office will be serving this account, with Todd Snider, Utah Regional Manager, spearheading the process and delegating tasks to key personnel and team leads. Our Layton Office regularly maintains a plan review workload of 150 to 200 projects at anytime and when appropriate, employees from other offices assist when needed. WC³ tailors our plan review and inspection services to meet the needs of our clients, and therefore maintains aggressive plan review and inspection turn-around times. Plan review projects are typically completed and processed through the queue within a one- to two-week time period while inspection projects are handled within 24 hours from when inspection requests are made.

TASK SCHEDULES

Our certified team uses their industry knowledge and experience, combined with applicable codes and ordinances to provide expert service. Since good communication is a top priority, we strive to be readily available during business hours to discuss inspections, projects and/or technical data via phone, or other means, with the City’s staff, design team and/or construction team. If by chance our team is unavailable to communicate, every effort is made to return all phone calls and emails within a 24 hour period. Please see the following table for typical turnaround schedules for specific projects:

TYPICAL PLAN REVIEW TURNAROUND	FIRST REVIEW (WORKING DAYS)	RE-CHECK (WORKING DAYS)
New Residential Construction, Additions and Remodels	10	5
New Multi Family - Townhouses	14	10
New Commercial Construction - Small	10	5
New Commercial Construction - Large	15	10
Commercial Additions	10	5
Tenant Improvements	10	5
<i>* All turnaround times have been specified from the day they are received in our office. Typical turnaround times for complex projects is 15 days for the first review and 10 days for any re-check.</i>		
TYPICAL INSPECTION TURNAROUND	REQUEST FOR INSPECTION**	
Building / Fire Inspections	1 DAY PRIOR	
<i>** All requests for inspections from the City must be made one day prior to when inspection is needed.</i>		

D: Firm Information

OVERVIEW

West Coast Code Consultants, Inc. (WC³) is a plan review engineering firm, specializing in unique projects, as well as comprehensive consulting services for municipalities, jurisdictions and government entities. Founded in 2006 by Giyan Senaratne, WC³ has experienced steady growth over the past 14 years and evolved from a small central team in California to an industry leader throughout the western United States. The company has grown to include more than 130 employees with nine different office locations in five states, including San Ramon, CA; South San Francisco, CA; Irvine, CA; Fairfield, CA; Layton, UT; Sandy, UT; Lynnwood, WA; Sparks, NV; and Meridian, ID. WC³ is still solely owned and operated by Mr. Senaratne, debt free and in good financial standing, with no expected change of ownership. There is no current or pending litigation against WC³. If selected, the Layton, UT office will be serving this account with employees from other offices assisting as needed.

CORPORATE OFFICE:

2400 Camino Ramon #240
San Ramon, CA 94583
P: (925) 275-1700
F: (925) 275-0600

FOUNDED	STAFF	CURRENT CLIENTS
2006	130+	300+

REGIONAL OFFICES:

CALIFORNIA

South San Francisco | Irvine | Fairfield

UTAH

Layton | Sandy

WASHINGTON

Lynnwood

NEVADA

Sparks

IDAHO

Meridian



COMMUNICATION

Good communication is top priority for WC³ in providing good service.

Employees and staff assigned to associated City or County projects will be easy to contact by both email and phone.



ON-TIME REVIEWS

Our qualified team can accommodate quick review times. Initial reviews are typically completed within 10 business days and five for follow-ups. Reviews may be expedited upon request.



QUALIFIED

WC³ has been offering plan review and inspection services for over 14 years.

Each team member working on associated projects has obtained all requisite certifications and licensing.



D: Firm Information *(Continued)*

RELEVANT EXPERIENCE

WC³ has extensive experience in providing building code and fire & life safety services for a wide array of projects. Work ranges in scope from single-family residences to complex multiple-story high rises. Past experience also includes plan review and inspection services for schools, universities, energy generation facilities and large public works projects. The following descriptions, photos and references portray recent projects with which we have been involved, followed by client references.



HALE CENTER THEATER

Location: Sandy, UT

Square Footage: 130,000+

WC³ provided the structural review, code review and smoke control review to assist Sandy City in meeting the provisions of regulatory code. This included multiple meetings with the design team in addition to the issuance of standard review comments.



PRIMARY CHILDREN'S HOSPITAL - EOSB

Location: Salt Lake City, UT

Square Footage: 900,000+

WC³ was responsible for providing the structural, fire & life safety and fire system plan reviews in addition to all fire prevention inspections associated with this 6-story medical facility and parking garage shared with the University of Utah.



VERNAL TOWN CENTER

Location: Vernal, UT

Square Footage: 150,000+

Project consisted of a large strip-mall area having retail and restaurant space. WC³ provided the structural, building code and general fire & life safety reviews for the shell buildings, as well as for the tenant improvements and fire suppression submittal.

D: Firm Information *(Continued)*



FOUNTAIN HOUSE APARTMENTS

Location: Sparks, NV
Square Footage: 19,000+

Project consists of 10 multi-family 2- and 4-story buildings that have a total of 236 residential units. It includes a clubhouse, 9,000 square feet of commercial space for restaurants and retail, as well as direct-access garages and rooftop decks.



ST. GEORGE MUNICIPAL AIRPORT

Location: St. George, UT
Square Footage: 35,000+

This new city-owned commercial airport facility is built on a 1,200-acre site having a 9,500 foot runway, two 50-foot wide parallel taxiways, a 35,000ft² terminal building and meets all FAA safety requirements.



MEMORIAL HOSPITAL ADDITION

Location: Rock Springs, WY
Square Footage: 80,000+

Consists of a 4-story, 80,000 square foot hospital addition. It includes a cancer treatment center, pediatrics, surgery centers, a new 10-chair oncology center, radiation oncology, physical therapy, cardiac rehabilitation, psychiatric wing and small pharmacy.



HOME 2 SUITE

Location: Elko, NV
Square Footage: 53,532

Project consisted of a 4-story hotel facility. In addition to providing the complete building code plan review, WC³ provided the general fire and life safety review as well review of the fire sprinkler and alarm submittal.

D: Firm Information *(Continued)*

PROJECT REFERENCES

WC³ provides plan review and inspection services in Building Safety and Fire Prevention to help mitigate safety hazards for many jurisdictions throughout Utah. The projects we have been involved in range in scope from simple residential remodels to projects estimated over billions of dollars. Most of our employees have worked for municipalities and have a wealth of knowledge working in the public sector. The following is a partial list of local jurisdictions for which we have provided these services as well as their respective contact information:

Building Safety



Salt Lake County
Trent Sorenson, Building Official
tsorensoon@slco.org
(385) 468-6693



West Valley City
Jerry Thompson, Building Official
jerry.thompson@wvc-ut.gov
(801) 936-1122



West Jordan City
Layne Western, Building Official
laynew@wjordan.com
(801) 569-5056



South Jordan City
Ty Montalvo, Building Official
tmontalvo@sjc.utah.gov
(801) 254-3742



Sandy City
Jim McClintic, Asst. Building Official
jmclintic@sandy.utah.gov
(801) 568-7266



Weber County
Craig Browne, Building Official
cbrowne@co.weber.ut.us
(801) 399-8374

Fire Prevention



Payson City Fire Department
Scott Spencer, Chief
scotts@payson.org
(801) 465-5252



Washington City Fire Department
Matt Evans, Chief
mevans@washingtoncity.org
(435) 673-4788



Provo City Fire & Rescue
Lynn Schofield, Fire Marshal
lschofield@provo.utah.gov
(801) 852-6321

E: Standard Terms & Conditions

EXCEPTIONS & ACCEPTANCE

This proposal is in agreement with South Weber City's Request for Qualifications. WC³ does not take any exception to the terms, conditions, requirements or "AGREEMENT FOR PROFESSIONAL SERVICES."

WC³ is willing to accept the terms of South Weber City's "Agreement" included with the Request for Qualifications as is, without modifications and has provided a signed "Acknowledgment Form" on the following page.

CONFLICTS OF INTEREST

WC³ specializes in serving government agencies and does not provide professional design services, thus removing the risk of potential conflicts of interest when assisting local jurisdictions. WC³ has no conflict of interest with any applicants applying for permits and has no past, ongoing, or potential conflicts of interest, which may occur due to executing work within your jurisdiction.

INSURANCE

WC³ currently has and will maintain the requirements regarding stated insurance limits for compliance with State statutes, as well as comprehensive general liability coverage including auto, contractual liability, and professional liability coverage. Proof of insurance will be provided within the stated time frame of potential selection as a consultant. Acceptance and acknowledgment of stated insurance limits is provided with the signed "Acknowledgment Form" on the following page.

ACKNOWLEDGEMENT FORM

ACKNOWLEDGEMENT FORM FOR SOUTH WEBER CITY AGREEMENT
FOR PROFESSIONAL SERVICES
SOUTH WEBER CITY REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR AS-NEEDED PLANS EXAMINER FOR BUILDINGCODES AND FIRE CODES.

By signing below, the consultant acknowledges that it has examined the enclosed South Weber City “AGREEMENT FOR PROFESSIONAL SERVICES”. If the City accepts the proposal, the agreement, without any changes, shall be executed by the consultant within three (3) working days of notification by the City and consultant shall comply with applicable insurance requirements.

Legal Name of the Firm: West Coast Code Consultants

Business address: 908 W. Gordon Ave., Suite 3 | Layton, UT 84041

Name of Authorized Person: Chris Kimball, PE, SE, MCP, CBO

Signature of Authorized Person:  Date: 1/23/20

Telephone Number: (801) 547-8133

Email Address: chrisk@wc-3.com

If requesting changes to the City’s Standard Agreement for Professional Services, do not sign this page. Return this page with an outline of requested change to the City’s Standard Agreement including section number and requested language.

Appendix A: Resumes





Giyan Senaratne

PE, SE, LEED AP, CASp



PRINCIPAL / CEO

EDUCATION

**MASTER OF ENGINEERING
STRUCTURAL EMPHASIS**
San Jose State University

**BACHELOR OF SCIENCE
CIVIL ENGINEERING**
San Jose State University

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer
Washington 49198
California S 4457
Arizona 41242

Professional Engineer
California C-046194
Washington 49198

CERTIFICATES

ICC Certified:
Building Plans Examiner California
Commercial Building Inspector
California Commercial Mechanical
Inspector California Residential
Building Inspector

Other Certifications

LEED AP
Certified Access Specialist (197)

AFFILIATIONS

**Structural Engineers Association of
California**

American Society of Civil Engineers

ICC East Bay Chapter

Mr. Giyan Senaratne, S.E., P.E., the owner of WC³, has more than 32 years of experience providing professional building and life safety services to numerous municipalities and government agencies. He is a registered structural engineer, a registered civil engineer, an ICC certified plans examiner, a LEED AP professional, and a Certified Access Specialist (CASp). He has exceptional experience in performing detailed plan reviews of a wide variety of types of construction and occupancy groups. This includes simple residential homes, multi-family podium projects, high-rise structures, complex industrial plants, and large-scale power plants. He is actively involved with code development at the State level and is a sought-after educator for code trainings for building officials, design professionals, and contractor organizations.

EXPERIENCE

PRINCIPAL / CEO

West Coast Code Consultants, Inc. / 2006 – Present

Manages all services for the firm. Performing plan reviews, building department services, managing contract inspection services, & contract management for various client jurisdictions throughout California.

UNIT MANAGER

Linhart Petersen Powers Associates / Bureau Veritas / 2005 – 2006

Provided structural and complete plan review services to local jurisdictions throughout Utah, Arizona, Nevada, and Wyoming. Often provided training with regards to the structural building code requirements for both new and existing buildings to building official, design professional, and contractor organizations.

PRINCIPAL/MINORITY SHAREHOLDER

Linhart Petersen Powers Associates / 2004 – 2005

Senior Structural Engineer managing the plan review & inspection services for the City of Emeryville. Principal-in-Charge of LP2A operations in Arizona. In addition, reviewed plans for several jurisdictions in Utah & Nevada.

SUPERVISING PLAN REVIEW ENGINEER / ASSOCIATE & SENIOR ASSOCIATE U.S.

Linhart Petersen Powers Associates / 1995 – 2004

Supervising Plan Review Engineer, Associate & Senior Associate
Managed the plan review & inspection services for the City of Emeryville & reviewed residential, commercial, & industrial plans for UBC, IBC, UPC, IPC, UMC, IMC, T-24 Energy & T-24 Accessibility compliance for numerous jurisdictions in California as well as several other states. Assisted jurisdictions with in-house plan review and over-the-counter plan review. Performed Building Official duties on an interim basis.

REGIONAL ENGINEER

International Conference of Building Officials / 1994 – 1995

Reviewed plans of proposed buildings for structural, non-structural, architectural, energy, and accessibility requirements. Provided verbal & written code opinions for conference.

BUILDING OFFICIAL

City of San Mateo, CA / 1993 – 1994

Managed a full range of building services, including public service, plan check, and inspection for a population of 87,000. Coordinated with numerous other City agencies such as Planning, Fire, Police, and public works in construction. Established goals and standards for customer service, staff training, quality control, turn-around times, streamlining building processes, and staff cross-training. Drafted and presented ordinances to the City Council. Represented the City in litigation issues. Reviewed and recommended ADA compliance options for City-owned facilities.



Chris Kimball PE, MCP, CFCO



VICE PRESIDENT / FIRE DIVISION MANAGER

EDUCATION

**MASTER OF ENGINEERING
STRUCTURAL EMPHASIS**
Utah State University, 2001

**BACHELOR OF SCIENCE
CIVIL ENGINEERING**
Utah State University, 2000

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer

Washington 53117
California C 67857
Nevada 019503
Arizona 48503

Structural Engineer

Utah 4775874-2203

CERTIFICATES

ICC Certified:

Master Code Professional
Certified Building Official
Certified Fire Code Official
Combination Plans Examiner
4-Way Commercial Inspector
Residential Plans Examiner
Residential Energy
4-Way Residential Inspector
Accessibility Plans Examiner/Insp.
Fire Plans Examiner
Fire Inspector I & II

AFFILIATIONS

SEAU

Past President

Beehive Chapter of ICC

Past President

Utah Chapter of ICC

Member

Bonneville Chapter of ICC

Member

AWARDS

SEAU

2014 Engineer of the Year

ICC Utah Chapter

Industry Award for Excellence 2010

Mr. Kimball is a licensed engineer and an ICC Master Code Professional. He is also certified by ICC as a building official, fire code official, combination plans examiner, combination building inspector, fire plans examiner/inspector, and as an accessibility plans examiner/inspector. He received his Master's degree with an emphasis in structural engineering and currently serves as the Vice President of West Coast Code Consultants, Inc. He has performed plan reviews for thousands of projects throughout the Western United States and is an ICC approved instructor. Mr. Kimball has provided code training classes to building official, design professional and contractor organizations all over the United States.

EXPERIENCE

VICE PRESIDENT

West Coast Code Consultants / 2009 – Present

Oversee the plan review and inspection services provided by numerous WC³ offices. This includes the management of administrative, plan review, and inspection staff. Accountable for the complete plan review of projects which are seeking a building permit to ensure that designs are safe and in compliance with the adopted building codes. Responsible for providing technical training classes to clients, building officials, design professionals, contractors, and owners.

PRESIDENT / OWNER

Kimball Engineering / 2005 – 2009

Provided structural and complete plan review services to local jurisdictions throughout Utah, Arizona, Nevada, and Wyoming. Often provided training with regards to the structural building code requirements for both new and existing buildings to building official, design professional, and contractor organizations.

STRUCTURAL PLANS EXAMINER

Salt Lake City Corporation / 2005 - 2007

Performed structural review of plans, specifications, calculations, and engineering reports to ensure compliance with the adopted building codes. Met with clients, design professionals, contractors, and owners to discuss projects during the design-development stage and throughout the construction process. Provided training classes to design professionals to help them understand the structural requirements of the code. Provided engineering design and consulting services for city-owned projects.

CIVIL ENGINEER

U.S. Bureau of Reclamation / 2003 – 2005

Responsible for the structural design of a wide variety of projects including the retrofit of power plants, design of new buildings, and repairs to concrete and earthen dams. Prepared construction documents, including drawings and detailed project specifications for solicited work. Reviewed designs performed by the Technical Services Center, Area offices, and private consultants. Participated in several value engineering studies.

CIVIL ENGINEER

C.A. Dept. of Water Resources / 2002 – 2003

Provided preliminary designs for the repair of levees and other flood mitigation measures. Reviewed proposals and work performed by consultants. Developed required hydrology for modeling purposes. Reviewed hydraulic modeling efforts. Involved in writing/reviewing a joint EIR/EIS. Prepared construction cost estimates.



Todd Snider

PE, SE, CBO



UTAH REGIONAL MANAGER / SENIOR PLAN REVIEW ENGINEER

EDUCATION

**MASTER OF ENGINEERING
STRUCTURAL EMPHASIS**
Utah State University, 2010

**BACHELOR OF SCIENCE
CIVIL ENGINEERING**
Utah State University, 2006

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer

California C 80941

Texas 107991

Washington 53396

Structural Engineer

Utah 7697949-2203

California S6311

Washington 53396

Nevada 24835

Arizona 65835

CERTIFICATES

ICC Certified:

Building Official

Building Plans Examiner

Mechanical Plans Examiner

Accessibility Plans

Examiner/Inspector

Commercial Energy Plans Examiner

Commercial Building Inspector

Commercial Mechanical Inspector

Residential Energy Plans Examiner

Residential Energy Plans

Examiner/Inspector

AFFILIATIONS

Utah Chapter of ICC

Member

Bonneville Chapter of ICC

Member

**Structural Engineering Association
of Utah (SEAU)**

Member

Mr. Snider is a licensed structural engineer and an ICC certified building official, in addition to being a certified building, mechanical, energy, and accessibility plans examiner. He received his Master's degree from the University of Utah with an emphasis in structural engineering and has served as the Chairman of the Residential Building Committee for the Structural Engineer's Association of Utah (SEAU). He provides plan review services to many jurisdictions throughout the Western United States and has had multiple years of experience in the structural design of a variety of building types. His expertise and knowledge are frequently sought out as an approved ICC instructor and Todd is regularly invited to teach code classes to building official, design professional, and contractor organizations throughout the United States.

EXPERIENCE

UTAH REGIONAL MANGER / SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants. Inc. / 2019 – Present

Leads a diverse team of plan reviewers, inspectors and other professionals located in our Layton and Sandy, Utah offices. Manages all inter-office plan review coordination between a variety of WC³ offices, located in multiple states. Regularly trains jurisdictions and other professional organizations throughout the United States in code compliance. Provides code consultation for architects to address code concerns on large projects.

PLAN REVIEW SUPERVISOR / SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants. Inc. / 2011 – 2019

Managed plan review services for the Utah Office. Supervised the plan review and provided quality control of various projects. Performed complete plan reviews including, architectural, structural, energy, and Green Code. Trained and mentored staff as well as new plan reviewers in the standards of the company. Established and maintained WC³ standards for plan review services. Provided customer service and oversaw overall customer satisfaction.

PROJECT ENGINEER

Ward Engineering Group / 2006 – 2011

Performed structural design including preparing structural drawings and calculations for various projects. Designed multiple buildings and structures including houses, tilt-up buildings, foundations for metal buildings and LNG tanks, masonry structures, parking garages, hotels, business, and other structures.

ENGINEERING INTERN

United Engineering Group / 2005 - 2005

Designed preliminary plats and final plat layouts for future subdivisions. Prepared drainage reports and studies for various developments. Performed feasibility studies for the development of various properties.



Mike Molyneux, PE



SENIOR PLANS EXAMINER / LEAD ENGINEER

EDUCATION

**MASTER OF ENGINEERING
STRUCTURAL EMPHASIS**
Utah State University, 2009

**BACHELOR OF SCIENCE
CIVIL ENGINEERING**
Utah State University, 2006

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer
Utah 7866573-2202
California C 80358

CERTIFICATES

ICC Certified:

ICC Building Plans Examiner
ICC Building Inspector
ICC Plumbing Inspector
ICC Mechanical Inspector
ICC Residential Building Inspector
ICC Residential Plumbing Inspector
ICC Residential Mechanical Inspector

AFFILIATIONS

SEAU

Past Secretary/Treasurer
Member

Tri-County Chapter of ICC
Member

Bonneville Chapter of ICC
Member/Education Committee

Mr. Molyneux is a licensed professional engineer as well as an ICC certified building plans examiner and holds multiple ICC inspector certifications. He received his Master's degree from Utah State University with an emphasis in structural engineering and spent several years designing structures prior to focusing on plan review. Mr. Molyneux has performed plan reviews for thousands of projects throughout the western United States. These projects range in scope from simple single-family residences to complex high-rise structures. In addition, he has provided code classes to several ICC Chapters throughout the United States on the structural requirements of the adopted building codes.

EXPERIENCE

STRUCTURAL PLANS EXAMINER / LEAD ENGINEER

West Coast Code Consultants / 2012 – Present

Provided structural and complete plan review services to local jurisdictions throughout Utah, Nevada, California, Texas, and Wyoming. Often provided training with regards to the structural building code requirements for new buildings to building officials, design professionals, and contractor organizations. Oversaw structural plan review staff over multiple offices providing training and coordinating structural plan review services.

PROJECT ENGINEER

Vector Structural Engineers / 2010 - 2012

Provided structural analysis for commercial buildings, residential structures, and telecommunication towers and enclosures. Oversaw completion of construction drawings.

ENGINEER IN TRAINING

Utah State University / 2008 - 2009

Constructed finite element models of highway bridges to conduct a time-history analysis showing responses to earthquake motion. Provided plans to UDOT to implement a strong motion instrumentation plan on highway bridges to monitor damage to highway bridges in the event of an earthquake.

PROJECT ENGINEER

Vectoral Structural Engineers / 2008 - 2009

Provided structural analysis for commercial buildings, residential structures, and commercial signs. Oversaw completion of construction drawings.



DeAnn Wilde

CBO



LEAD PLANS EXAMINER

EDUCATION

**ASSOCIATED DEGREE
GENERAL STUDIES**
Stevens Henager, 1978

LICENSES | CERTIFICATIONS

LICENSES

Combination Inspector
3072851-5601

CERTIFICATES

ICC Certified:

Certified Building Official
Residential Building
Residential Plumbing
Residential Mechanical
Residential Electrical
Commercial Building
Commercial Plumbing
Commercial Mechanical
Commercial Electrical
Building Plans Examiner
Accessibility Inspector/Plans
Examiner

ICMA Certified:

Certified Records Manager

AFFILIATIONS

International Code Council
Member

Utah Chapter of ICC
Member

Bonneville Chapter of ICC
Member

Ms. Wilde has worked in the plan review and inspections industry for the past 15 years. She has extensive experience reviewing commercial, residential, industrial, hotels, apartment buildings, and aircraft hangar projects. Ms. Wilde is skilled in project management, records management, development of policies and procedures, management of paperless processes, and automated plans examiner programs.

EXPERIENCE

LEAD PLANS EXAMINER

West Coast Code Consultants, Inc. / 2016 – Present

Provide plan reviews for a variety of commercial, industrial, and residential projects. Specializes in several code disciplines, including building, mechanical, plumbing, electrical and accessibility.

PLANS EXAMINER / BUILDING INSPECTOR

Ogden City Corporation / 2006 – 2016

Performed complex reviews of commercial, residential, and industrial projects. Responsible for aspects of building department administration including creating policies and procedures, meeting with architects and engineers, performing field inspection, reviewing special inspection reports, interpreting codes and ordinances, data and document management, and other diverse tasks.

SENIOR PLANS EXAMINER

Ogden City Corporation / 2004 - 2006

Managed various city and federally funded projects in downtown Ogden. Prepared requests for proposal and sole source requests for various city construction projects. Worked directly with contractor to ensure completion of construction projects. Wrote various reports, proposals, and applications for funding of city construction projects.

DEPUTY CITY RECORDER

Ogden City Corporation / 1989-2004

System administrator for the citywide electronic records management system. Responsible for the efficient and proper operation of municipal elections.



Cody Richards

CBO



INSPECTOR SUPERVISOR / PLANS EXAMINER

EDUCATION

**MASTER OF ENGINEERING
PUBLIC ADMINISTRATION**
Southern Utah University, 2011

**BACHELOR OF SCIENCE
PSYCHOLOGY**
Utah State University, 2009

**STUDIED:
CONSTRUCTION MANAGEMENT**
Weber State University, 2008

LICENSES | CERTIFICATIONS

LICENSES

Combination Inspector
Utah

CERTIFICATES

ICC Certified:

Certified Building Official
Residential Building Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector
Residential Electrical Inspector
Commercial Building Inspector
Commercial Mechanical Inspector
Commercial Residential Plumbing
Inspector
Commercial Electrical Inspector
Fire Inspector I

AFFILIATIONS

Bonneville Chapter of ICC
Current President
Vice President, 2014 - 2019

Mr. Richards is an eight-way combination inspector and certified building official for WC³. Prior to performing code inspections, his background was focused mainly on the political aspect of the building industry. He has an excellent understanding of the role governmental jurisdictions play within the industry. He received a Master's Degree in Public Administration from Southern Utah University and has worked for multiple cities within the planning and developing departments. He has served on the planning and zoning committee as well as the economic development for multiple municipalities. His studies and experience have given him a broad working knowledge of many facets of the field, including government organization and administration, Auto-Cad, GIS, takeoff software, and commercial/residential plan review and inspections.

EXPERIENCE

INSPECTOR SUPERVISOR / PLANS EXAMINER

West Coast Code Consultants, Inc. / 2014 – Present

Responsible for most of the residential plan reviews and some commercial code reviews for the Utah office. Provides full inspection services for multiple jurisdictions and other government agencies. Some inspection projects include hospitals, Cabela's, Hyatt Hotel, clinical and dental offices, elementary schools, Farmington Station Park, retail shells and tenant improvements. Is responsible for all Wyoming operations including the oversight of plan review and scheduling and managing inspection staff.

CHILD ABUSE INVESTIGATOR

State of Utah / 2012 - 2014

Fielded initial calls reporting child abuse. Made initial well child visits. Worked with multiple agencies and jurisdictions as lead to investigations of child abuse, which included forensic child interviewing, third party witness interviewing, and collection of physical evidence. Drafted and served warrants for court action. Participated in court proceedings as part of a prosecution team and as an expert witness.

EXECUTIVE INTERN

Clearfield City Corps. / 2012

Completed a statistical analysis related to disproportionate fees the city charges with business license. Worked closely with multiple departments including Executive, Police and Community Development. Through his research he developed a new fee schedule to help the city appropriately recuperate costs and recommended new zoning classes for rental properties. Different classifications for rental properties were adopted because of the research and proposals.

MASTER TRAILS PLAN COORDINATOR

Town of Brian Head / 2011

Responsible for gaining easements and licenses for the town's master trails plan. From IS maps identified ownership of certain parcels and tracked down contact information for these property owners. Contacted and negotiated contracts with private landowners, Iron County SITLA, and Brian Head Resort. With oversight of the city attorney, Mr. Richards drafted specific easement contracts and collected signatures. He coordinated portion of the project with other agencies, including Brian Head Town, Forest Service, RTCA, SUU and Cedar Breaks National Monument.



Scott W. Adams



FIRE DIVISION SUPERVISOR / LEAD FIRE PLANS EXAMINER

EDUCATION

**BACHELOR OF SCIENCE
FIRE PROTECTION ENGINEERING**
University of Maryland, 1987

U.S. NATIONAL FIRE ACADEMY
Emmitsburg, MD

LICENSES | CERTIFICATIONS

CERTIFICATES
ICC Certified:
Building Plans Examiner
Fire Inspector I & II

AFFILIATIONS

ICC FIRE SERVICE MEMBERSHIP COUNCIL
Chair of Governing Committee

International Fire Marshals Association
Past President

**NFPA Western Regional Fire Code
Development Committee**
Past Committee Member

NFPA-1 Fire Code
Past Technical Committee Member
NFPA-101 Assembly Occupancy
Committee Member

**Western Fire Chief's Uniform Fire Code
Development Committee**
Past Chairman

**International Fire Code Performance
Committee**
Past NFPA Representative

Utah Fire Marshal's Association
Past Chairman

Utah Fire Service Certification Council
Past Chairman

**City of South Salt Lake
Planning Commission**
Past Chairman

AWARDS

**IFC/Western Fire Chief's Assoc.
Robert W. Gain Award - 2002**
Outstanding Contributions to Fire
Service and Fire Prevention

Mr. Adams has over 30 years of experience in fire and life safety consulting in both municipal government and private practice. Mr. Adams graduated from the University of Maryland with a Bachelor of Science degree in Fire Protection Engineering. Mr. Adams has served and chaired various NFPA and ICC code development and technical committees. Mr. Adams is certified as an ICC Fire Code Inspector II and Building Plans Examiner. He served as Chairman for the 2002 Winter Olympics Fire Marshals Work Group and is a respected instructor throughout the US and Internationally.

EXPERIENCE

LEAD FIRE PLANS EXAMINER / FIRE & LIFE SAFETY CONSULTANT

West Coast Code Consultants, Inc. / 2017 – Present

Oversee the plan review and building inspection services provided by the Utah Regional Office. This includes the management of administrative, plan review, and inspection staff. Accountable for the complete plan review of projects which are seeking a building permit to ensure that designs are safe and in compliance with the adopted building codes. Responsible for providing technical training classes to clients, building officials, design professionals, contractors, and owners.

ASSISTANT FIRE CHIEF / DISTRICT FIRE MARSHAL

Park City Fire Service District / 1997 - 2017

Oversaw the fire prevention bureau activities for fire and life safety code compliance, drawing reviews, inspecting and performing acceptance test for all fire and life safety, specialized engineered fire protection and detection systems, smoke control systems and detailed water supply analysis. Provide interpretations on fire and building code questions to local code authorities and design professionals. Establish and implement internal communications with company fire officers to keep them apprised of activities and new construction within the Fire District.

CHIEF FIRE PROTECTION ENGINEER

State of Utah Fire Marshal's Office / 1992 - 1997

Assigned by State Fire Marshal to develop the fire protection engineering office. Oversaw the activities within the Utah State Fire Marshal's for drawing reviews, inspecting and performing acceptance test for all fire sprinkler systems, fire alarm systems, specialized engineered fire protection and detection systems, smoke control systems and detailed water supply analysis. Provided interpretations to fire and building code questions for local code authorities and design professionals.

CONSULTING FIRE PROTECTION ENGINEER

Protection Consultants, Inc. / 1990 – 1992

Rolf Jensen & Associates, Inc. / 1985-1990

Performed Fire & Life Safety Inspections for Hazards in existing and new Commercial, Educational, Industrial, Institutional, Petro-Chemical and Residential Facilities. Performed detailed Fire Protection Water Supply Analysis and Testing for commercial, educational, industrial, institutional, Petro-chemical and residential occupancies. Reviewed the design of fire protection and detection systems to ensure compliance with applicable design codes and standards. Performed Fire Safety Evaluation System (FSES) surveys.

FIREFIGHTER II / EMT

South Salt Lake City / 1978 - 1988



EXHIBIT "B"

SCHEDULE OF FEES

A. PLAN REVIEW SERVICES

1. **Basic Fees:** For complete plan review of single-family residential projects, fees will be assessed on an hourly basis using the Table of Hourly Billing Rates attached hereto. For complete plan review of commercial projects (including multi-family apartment projects), the fees be a fixed rate. This fixed fee will equal forty-two percent (42%) of the building permit fee as determined by Appendix L of the 2018 IRC and the building valuation based on the building and use and area in accordance with the latest ICC Valuation Table. This "fixed-fee" plan review fee covers a first, second and quick third review (for approval purposes only). The fees noted herein are good for the first two (2) years of the Agreement and may be renewed when mutually agreed upon.
2. **Other Fees:** In addition to the Basic Fees described above, time and materials methods, stated in the Table of Hourly Billing Rates, will be used for determining fees for the following types of services:
 - a. Fire and life safety plan reviews are not performed as part of the "basic fee" collected as part of our complete plan review services. These reviews will be performed by ICC certified fire plans examiners at the hourly rates noted in Table of Hourly Billing Rates.
 - b. If the Jurisdiction does not require a complete plan review but would like assistance with specialty reviews (e.g. structural, mechanical, plumbing, electrical, energy, etc.) these reviews will be billed at the hourly rates noted in Table of Hourly Billing Rates.
 - c. Fees for problem plan checks which require more than a quick third check to approve the project (when mutually agreed upon between the Jurisdiction and Consultant) will be based on the hourly rates noted in Table of Hourly Billing Rates.
 - d. Expedited reviews, which are performed in half the initial review time noted in our proposal, will be billed at of 150% of the above noted fees contingent upon the availability of staff to perform these expedited reviews.
3. **Invoicing:** Invoices for work performed during the previous month will be sent out at the beginning of each month, unless requested otherwise by the Jurisdiction. Payment must be received within thirty (30) days of receipt of the invoice.

B. BUILDING INSPECTION SERVICES

1. **Basic Fees:** Building inspection services will be billed hourly at the rates listed in the Table of Hourly Billing Rates. Also, the Table shows the rates associated for miscellaneous charges such as trip fees to the jurisdiction, mileage reimbursement within the jurisdiction and overtime rates, etc.



908 W. GORDON AVE., SUITE 3
 LAYTON, UTAH 84041
 OFFICE: (801) 547-8133
 FAX: (801) 820-9089

2. **Off-hour Inspections:** Early, after-hour, weekend, or holiday inspections may be requested but will be billed at of 150% of the above noted fees and are contingent upon the availability of staff to perform these inspections
3. **Reimbursable Expenses,** when deemed necessary, will be mutually agreed upon and may include special equipment rentals, any public transportation costs, bridge tolls, parking and special shipping or printing requirements.

TABLE OF HOURLY BILLING RATES*

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Plan Review Engineer (Structural).....	120
Fire Plans Examiner.....	95
Building Plans Examiner (Mechanical, Electrical, Plumbing, etc.).....	95
Combination Inspector.....	72 ¹
Trip Fee.....	65
Overtime.....	150% of Above Listed Rates
Miscellaneous charges.....	To include
Mileage (within jurisdiction).....	Current IRS Rate
Reimbursable Expenses ²	Time and Materials

Footnotes:

1. There is a two hour minimum everytime WC3 is deployed for inspections.
2. Reimbursable expenses include special equipment rentals, any public transportation costs, bridge tolls, parking, special shipping or printing requirements.

PROFESSIONAL SERVICES AGREEMENT PLANS EXAMINERS & INSPECTOR SERVICES

This Professional Services Agreement for Plan Examiners & Inspector Services (the "Agreement") is entered into on the _____ day of _____, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **SHUMS CODA ASSOCIATES** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, City requested Request for Proposals from various qualified firms on January 23, 2020; and

WHEREAS, City selected Consultant to be in a pool of firms approved to provide Plans Examiners & Inspector Services; and

WHEREAS, City will determine, at its sole discretion, when a need for work exists under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Performance of Services.** As a need arises, City agrees to engage Consultant. Consultant agrees to perform services on an individual Work Order basis in accordance with the description of the scope of services set forth in the RFP (inclusive of an addenda) and Response to RFP, attached hereto as incorporated in this Agreement as **Exhibits "A" and "B"**, respectively.
2. **Compensation.** The compensation for any work requested under this Agreement shall be given on an hourly rate as specified in **Exhibit "B"**. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement.
3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Work Order; scope budget; percentage completed; and a detailed breakdown of hourly rates, specific employees, and dates worked. City agrees, within 30 days after receipt of each payment request,

either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within 30 days, the approved amount will be paid.

4. **Consultant's Standard of Care.** The Consultant shall perform its services under this Agreement in accordance with the degree of skill and diligence ordinarily employed by professional consultants performing the same or similar services at the time such services are performed. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of care without additional cost to the City.
5. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.
6. **Term and Renewal.** The term of this Agreement is for five (5) years. Upon review by City the Agreement may be extended for two (2) additional years.
7. **Termination.** Either party may terminate this Agreement for cause upon the default of the other party as defined in paragraph 5. City may, in its sole discretion, terminate this Agreement for convenience upon thirty (30) days' written notice. Upon termination of this Agreement for any reason, Consultant shall deliver all of its work-in-progress, including calculations, assumptions, interpretations or regulations in performing this Agreement, to the City, and such work-in-progress shall become the property of the City.
8. **Consultant's Working Files and Accounting Records.**
 - a) **Working Files.** Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations or regulations, sources of information, and raw data generated, produced, created or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.
 - b) **Accounting Records.** Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 2. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

- c) **Audit.** City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.
9. **Insurance.** Consultant shall maintain insurance in accordance with generally accepted coverage to meet the requirements of the provisions of this Agreement and in compliance with State Law.
10. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.
11. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Work Orders. In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.
12. **Suspension, Delay, or Interruption of Work.** City may, in its sole discretion, suspend, delay, or interrupt Consultant's services for the convenience of City. In the event of force majeure or such suspension, delay, or interruption, an Equitable Adjustment will be made in the schedule and compensation under this Agreement.
13. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City

South Weber City
 Mark Larsen, Public Works Director
 1600 E. South Weber Drive
 South Weber, UT 84405
 801-479-3177
mlarsen@southwebercity.com

Consultant

Shums Coda Associates
 Jody Hilton
 5782 S. 920 E.
 Murray, UT 84121
 385-302-6437
jody.hilton@shumscoda.com

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Work Order and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

14. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

- 1) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.
- 2) The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.
- 3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

15. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

16. **Notice.** All written notices required to be given under this Agreement shall be hand delivered, or certified registered mail, return receipt requested, or verifiable electronic transmission to the parties at their respective addresses set forth in paragraph 13 above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.
17. **Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede all previous or contemporaneous representations or agreements of the parties regarding the subject matter of this Agreement
18. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents and assigns.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.
20. **Arbitration.** Any difference, dispute, claim or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.
21. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.
22. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.
23. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.
24. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

25. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.
26. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent of partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

SOUTH WEBER CITY CORPORATION

David J. Larson, City Manager

Date: _____

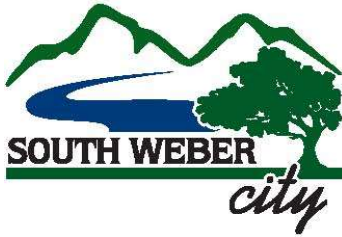
Attest: City Recorder, Lisa Smith

SHUMS CODA ASSOCIATES

Christine Godinez

Date: _____

EXHIBIT A – Request for Proposals & Addenda



Request for Statement of Qualifications (RFQ)

For

Plans Examiners & Inspectors

Duties: check plans for building codes, fire codes, and zoning codes adopted by South Weber City.

In the areas of International building code, International Residential Code, International Plumbing Code, International Mechanical Code, Fuel Gas Code, Residential Energy Conservation Code, NFPA 70 – National Electrical Code, Americans with Disabilities Act, Commercial Energy Conservation Code, International Fire Code, City Zoning Codes, and any other codes that are applicable.

in

South Weber City, Utah

Response due by 4:00 PM, Thursday, January 23, 2020.

REQUEST FOR STATEMENT OF QUALIFICATIONS

Plans examiner for building codes, fire codes, and zoning codes

PURPOSE OF THIS RFQ

The City will use this selection process as follows:

1. Establish Consultant lists for each Discipline, depending on the City's needs, valid for up to five (5) years. The validity of the established list(s) may be extended by two (2) more years upon City approval.
2. Execute "on call" professional services contracts for selected Disciplines.
3. Based on specific needs, City will use these established lists for further development of project specific contracts.
4. The contracts will be in the form of a Standard Agreement for Professional Services.
5. The Agreements(s) may have an initial term of up to five (5) years and may be extended by an additional two (2) years with City approval.
6. Each Agreement will include a negotiated rate schedule established at the time of its execution. The rates established at the time of contract execution will be valid for the initial term of one (1) year. Revised rates may be re-negotiated annually. No travel time or mileage costs will be entertained in the negotiated fees. Firms are expected to absorb these costs as part of its overhead costs.
7. City, at any time, may abolish the list(s) established using this process prior to the expiration period and initiate a new Consultant selection process to establish new list(s).
8. City may issue separate future solicitations for similar services for project specific professional services outside this process.
9. City is not obligated to issue any contract(s) with this process. The City of South Weber reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date, to modify, amend, reissue or rewrite this document and to procure any or all services by other means.

I. BACKGROUND:

The South Weber City Building and Fire Departments are seeking on-call professional support to assist Building/Fire Department staff with professional services. Services shall include the ability to provide a Certified Building/Fire Inspectors and Certified Plans Examiner.

The City of South Weber is a community of approximately 7,500 residents located along the Wasatch front in Davis County, Utah. The Building/Fire Department are responsible for ensuring that structures are constructed properly to conform to the Municipal Code and Utah Building Codes.

South Weber City is currently experiencing increased demand for land use development and construction. The City is required to maintain an expected level of customer service and therefore seeks to contract with multiple consulting firms to have on-call consultants

available that could assist the City with specific professional services as needed. The Building/Fire Departments at South Weber City have a variety of developments (residential, mixed-use and multi-family residential and commercial projects).

The goal of this Request is to establish a list of approved on-call consultants that would be under contract for a period of up to five fiscal years during which time the on-call consultants would then be utilized based upon expertise and availability. The City of South Weber expects to contract with multiple firms for the same discipline such that the City has the ability to utilize more than one firm at the same time situation depending.

Selected firms would be under contract for the requested services on an as-needed basis. Work will be initiated through the use of task orders/work authorizations prepared by the Consultant to include the deliverables, bid, and timeline for each task. Upon agreement of the cost estimate the task order would then be executed by City Staff authorizing work to proceed by the Consultant.

II. QUALIFICATIONS

Under general qualifications, the Consultant must have the following:

1. Demonstrated experience and knowledge of applicable local, state, and federal codes, laws, and acceptable practices applicable to the City.
2. Demonstrated ability to coordinate and manage the work between various disciplines as required. Demonstrate sufficient resources to be able to respond to the City's request in a timely and efficient manner.
3. Possess appropriate and valid State of Utah-issued license or registration to practice in specific area of discipline.
4. Demonstrated knowledge and capability and capacity to produce project documents in electronic format compatible with the City's system.

The City of South Weber is an Equal Opportunity Employer. Firms that are selected as part of this process shall comply with all applicable laws.

III. SCOPE OF WORK AND SERVICES:

The selected firms or consultants are expected to be familiar with and well versed in all related deliverables required for Building/Fire Departments review services as described in this Request. Interested firms shall have staff with a minimum of five years of similar prior experience working as a City Building Inspector, Fire Inspector, or Plans Examiner.

Consulting firms are not required to be able to offer all the services requested in this RFQ. Firms may bid on all, a combination of or just one of the services requested.

The City is in pursuit of a high level of customer service and professionalism with interaction with all customers served.

The following scope of work is not intended to be exhaustive, but a representative requirement of the work. The proposer is encouraged to develop a more detailed or appropriate scope of work that it believes will ensure more successful completion of the work.

Plan Check Review

Consultants shall provide comprehensive plan check review, analysis and comments early on to avoid delay with unexpected project requirements late in the process. Projects plans are to be both received and delivered electronically and in hard copy format by consultant. Plans shall be reviewed for compliance with the most recently adopted City Building Codes, ordinances and state and federal requirements.

Plans shall be reviewed by Consultant and provided to City with written comments within 14 business days of submittal. For each subsequent round of review the turn-around time shall be 5 business days. Review to include plans, calculations, specifications and reports for a determination of compliance with all applicable codes, ordinances, laws and regulations.

The review shall provide written comments that include the following:

1. Complete and detailed comments
2. References to plan sheet pages
3. Determination of compliance with all applicable codes, ordinances and regulations
4. References to specific codes, regulations and laws for each noted correction
5. The name and direct phone number for the person who performed the review of said plans
6. Plans Examiner shall make themselves available to review comments with the Applicant as well as the City's Building Official.
7. Review of professionally prepared Structural Plans and Calculations shall be performed by an individual registered in the State of Utah as a Professional Engineer.
8. Commercial and Multi-Family Plans shall also be reviewed by a licensed Utah plans examiner.

Upon consultant determination of plan compliance with applicable codes the approved plans shall be transmitted to the Building Department in a final form ready for building permit issuance with all applicable corrections completed and appropriately denoted on the final plans. The consultant shall wet stamp one set of plans as "Approved."

Building/Fire Inspection

Upon direction by the City, Consultant shall provide inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the City's Building laws and the code requirements set forth on the approved plans for which the City issued a permit. In the performance of such duties, Consultant shall observe each project at the completion of the various stages of construction for

compliance with all relevant State and City building codes. The Inspector shall hold necessary Certifications for the tasks as assigned. The Inspector shall have all needed tools for inspection including a vehicle, insurance, etc.

IV. PROJECT REPORTING AND INVOICING:

Consultants shall be available for consultation with the City's Project Manager at all reasonable times and shall immediately advise the City's Project Manager of requirements, technical decisions or problems that may materially affect the project scope, schedule, or cost of an assignment. Any changes to scope of work or budget shall first be authorized by the City and shall be accompanied by a change of work order. The Consultant shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Consultant, the City, the applicant and other involved agencies and organizations.

During the course of the project and to support each invoice, the Consultant shall furnish Progress Reports that shall include a Narrative Report with the following:

1. Specific accomplishments during the reporting period.
2. Problems encountered or anticipated.
3. Accomplishments scheduled for the next reported period.
4. Results of any significant activities.

Progress Reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the City's Project Manager. The invoice shall be accompanied by a cost breakdown showing specific persons and classifications being billed for the period. Invoices shall include copies of any sub-consultant invoices should sub-consultants be utilized. Failure of Consultant to submit required reports as directed shall constitute cause for suspension of payment of invoices.

Consultant will keep a copy of all records throughout the project. At the close out of the project, all records will be delivered to the City in an electronic format.

V. CONSULTANT SELECTION PROCESS:

All responses to this RFQ meeting the submittal requirements will be evaluated by a review committee. Written qualifications will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFQ. All firms will be notified, if they have been selected via email. Following the selection committee's evaluation process and determination of firms, the City may contact persons involved in former or current projects by responding firms, including but not limited to reference contacts.

The selection process provides for a review committee to be formed to evaluate consultant proposals. The process and evaluation criteria for selection will include the following:

- A. An evaluation of the firm's qualifications and organization as well as the qualifications of the proposed project team members to perform the services described in the RFQ including comparable experience on projects of similar scope and magnitude.
- B. A demonstration of the firm's and team's understanding of the project scope and requirements. Presentation of an effective approach and management plan including firm's ability to meet project schedules.
- C. An established record of customer service.
- D. The proposals will be evaluated and ranked by the review committee.
- E. The City will then contract with multiple firms to provide on-call Building/Fire inspection and plan review.

VI. PROPOSAL CONTENTS:

The City is interested in information to address the points below. Brief responses are acceptable and encouraged.

- 1) Date of Submittal.
- 2) Firm's structure, legal name, type of entity, background, general qualifications, include employee count by title and profession, year firm was established, contact information.
- 3) How consultant delivers successful, high quality projects while working with low bid contractors, including quality control.
- 4) Please attach individual resumes, with relevant experience working with public entities, specific role and responsibility, number of similar projects completed within the last 5 years. Also include the primary point of contact's name, address, telephone number and email address, as well as an alternate point of contact for each qualification submitted.
- 5) Firm's current workload and backlog.
- 6) Recent experience of the firm in providing services for representative projects identify costs and project complexities that distinguishes your firm's services. Provide the name, address and phone number for owner/client, contractor, operator/facilities manager, or other person that may serve as references.
- 7) Sub-consultants that would be utilized and their specific role. Include firm qualifications.
- 8) Location of the office(s) where work will be performed. Professional license and registration to practice specific discipline in the State of Utah.
- 9) Please identify any recent or pending litigation.
- 10) Confirmation that the required City standard /insurance levels are acceptable.

To demonstrate its qualifications and its ability to perform the Consultant services scoped, Consultant shall submit a proposal also containing the information listed below. Extensive and elaborate proposals are not needed. Complete but concise and clear proposals are desired. Please limit the proposal to no more than 25 pages (in entirety including all promotional material) with no less than a 10-point font.

A. Executive Summary - A brief summary containing highlights of Consultant's proposed approach to the services described in the RFQ, including a clear statement of its understanding of the project and services required. If the detailed approach is not long and complex, an Executive Summary is not essential.

B. Detailed Approach - A detailed presentation of the proposed approach for performing the services, describing how the firm would be organized and structured to ensure:

1. Quality Performance.
2. Responsiveness to City's staff and Project Requirements.

C. Management Plan - A Management Plan describing how the services would be organized, including:

1. An organization chart showing the proposed relationships among design personnel, key employees for the project, field personnel, and any sub-consultants.
2. Name, position, summary of qualifications, and related experience and proposed responsibilities of the Project Manager and key personnel on the proposed project team. Provide references with phone numbers for Project Manager.
3. Proposed plan for quality and cost control to enhance the service, responsiveness to project needs, and to reduce project costs.
4. Task Schedules - for each specified task, the Consultant shall prepare a Preliminary Task Schedule showing the work to be completed. At key points in the project design, allow five (5) working days for City review and formal response.

D. Consultant Firm Information - Consultant shall present the information listed above about the firm and to demonstrate its experience on similar projects to that contemplated in the RFQ. Information presented should be brief, should not include any unnecessary promotional material, and should be presented in the sequence listed herein.

E. Standard Terms and Conditions - Consultant shall state its willingness to accept the terms and conditions in the standard Agreement for Professional Services. A sample copy of which is attached and can be obtained from the Community Development Department. Consultant shall list items to which it takes exception, and provide alternate working language, if needed. Insurance and other essential requirements are set out in the sample Agreement for Professional Services.

F. Proposal Submittal Procedure - Consultant shall submit its proposal in accordance with the following requirements:

1. The proposal shall be transmitted with a cover letter that conforms to the following:
 - (a) Is signed by an officer authorized to bind the Consultant contractually.
 - (b) Confirms the receipt of the RFQ and all Addenda thereto.
 - (c) States that the proposal is firm for a 90-day period.
 - (d) Provides the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
 - (e) Provides the name, title, address and telephone number of the individual who will negotiate with the City and is authorized to contractually bind the firm.

2. Interested firms shall either submit one (1) electronic copy or three (3) paper copies of the proposal.

3. The proposal shall be addressed to:

Mark Larsen
South Weber City
1600 E South Weber Drive
South Weber, UT 84405
mlarsen@southwebercity.com

4. The proposal must be received at the above address **no later than 4:00 p.m. on Thursday, January 23, 2020.**

Attachment: Exhibit 1 – Sample Agreement for Professional Services
Exhibit 2 – Acknowledgement Form
Exhibit 3 – Consultant Disclosure of Financial Interests

EXHIBIT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the City of South Weber ("CITY") and _____ ("CONSULTANT").

WHEREAS, the CITY desires to obtain professional services for _____ and has issued a Request for Proposals dated _____,

20__, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated _____, a copy of which is attached and incorporated as Exhibit

B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to the CITY in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services.

2. SCOPE OF SERVICES. The scope of the CONSULTANT's Services shall

consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A.

3. **TERM.** The term of this Agreement will be for a term of _____ years commencing upon the Effective Date of the Agreement. The CONSULTANT shall furnish the CITY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications. The CITY reserves the right, in its sole discretion, to exercise up to __ one- year option term(s) to extend the Agreement, pursuant to the terms of Section 4, Compensation. If the CITY determines to exercise the option term(s), the CITY will give the CONSULTANT at least 30 days' written notice of its determination. It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the CITY's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. **COMPENSATION.** The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The hourly rate by personnel category shall be as set forth in Exhibit B [and/or below if inserting payment schedule] The agreed upon hourly labor rates shall include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement. The hourly labor rates shall remain firm during the entire ____-year term of this Agreement.

5. **MANNER OF PAYMENT.** CONSULTANT shall submit invoices to CITY on a monthly basis. Invoices shall itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder. CITY shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to:

South Weber City
1600 E South Weber Drive
South Weber, UT 84405
Attn: Accounts Payable

6. **CONSULTANT'S KEY PERSONNEL.** It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. **CITY REPRESENTATIVE.** Except when approval or other action is required to

be given or taken by the City Council, the CITY Manager, or such person or persons as he shall designate in writing from time to time, shall represent and act for the CITY.

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the CITY. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT shall be and are the property of the CITY. The CITY shall be entitled to access to and copies of these materials during the progress of the work. Any property of the CITY in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the CITY. If any property of the CITY is lost, damaged or destroyed before final delivery to the CITY, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. The CITY may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the CITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the CITY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. CONSULTANT shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the CITY and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, losses, damages, costs, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or CONSULTANT 's employees, officers, officials, agents or independent contractors. Such losses, damages, and costs shall include

reasonable attorneys' fees of counsel of CITY 's choice, expert fees and all other costs and fees of litigation. CONSULTANT shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the active negligence or willful misconduct of CITY, its agents or employees. To the fullest extent permitted by law, this indemnity shall survive the termination or expiration of this Agreement.

12. INSURANCE.

A. Workers' Compensation. CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the CITY a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall always also procure and maintain during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the CITY for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the CITY's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the CITY, and its Councilmembers, officers, and employees. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the CITY.

Inclusion of the CITY as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, CONSULTANT shall deliver to the

CITY a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the CITY a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the CITY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the CITY seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The CITY shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the CITY shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the Community Development Director or designee and the CONSULTANT's _____.

All other notices and communications deemed by either party to be necessary or

desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the CITY: City of South Weber
1600 E south weber drive
South Weber, UT 84405
Attn: Building Department

If to the CONSULTANT: _____

Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under Utah law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of the CITY to have access to, examine and make copies, at the CITY's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. CITY Warranties. The CITY makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Confidentiality. CONSULTANT shall not release any reports, information

or promotional materials prepared in connection with this Agreement without the approval of the CITY.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the CITY shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the CITY.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of Utah.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

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

South Weber City:

CONSULTANT:

(See footnote below)*

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

City Attorney

By: _____
Name: _____
Title: _____

*Note: This Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the City is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation’s Board or a copy of the Corporation’s bylaws).

ACKNOWLEDGEMENT FORM

**ACKNOWLEDGEMENT FORM FOR SOUTH WEBER CITY AGREEMENT
FOR PROFESSIONAL SERVICES
SOUTH WEBER CITY REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR AS-NEEDED PLANS EXAMINER FOR BUILDINGCODES AND FIRE CODES.**

By signing below, the consultant acknowledges that it has examined the enclosed South Weber City “AGREEMENT FOR PROFESSIONAL SERVICES”. If the City accepts the proposal, the agreement, without any changes, shall be executed by the consultant within three (3) working days of notification by the City and consultant shall comply with applicable insurance requirements.

Legal Name of the Firm: _____

Business address: _____

Name of Authorized Person: _____

Signature of Authorized Person: _____ Date: _____

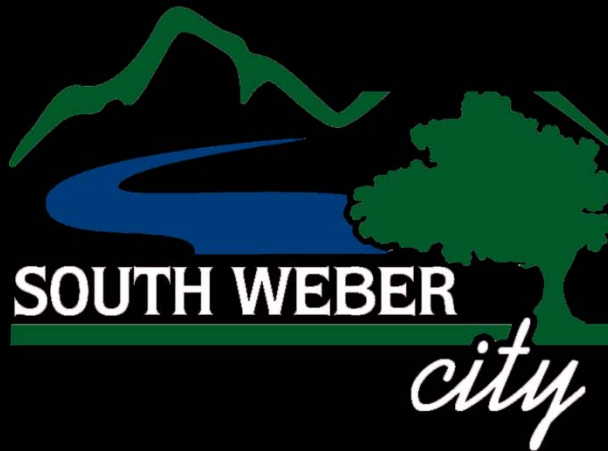
Telephone Number: _____

Email Address: _____

If requesting changes to the City’s Standard Agreement for Professional Services, do not sign this page. Return this page with an outline of requested change to the City’s Standard Agreement including section number and requested language.

EXHIBIT B – Response to Request for Proposals

Proposal for
Plans Examiners & Inspectors



Contacts:

Jody Hilton - Primary Contact
jody.hilton@shumscoda.com
(385) 302-6437

Jason Bullock - Utah Regional Manager
jason.bullock@shumscoda.com
(801) 376-6708

David Basinger - Principal/CEO
david.basinger@shumscoda.com
(925) 413-5626

Christine Godinez - COO
christine.godinez@shumscoda.com
(925) 463-0651



Shums Coda Associates

Fire Protection
Engineering

Civil
Engineering

Building Life-Safety
Plan Review and Inspection

Permit Technician
Services

Building Department
Augmentation

Corporate Headquarters - 5776 Stonedrige Mall Road, Suite 150, Pleasanton, California 94588
(925) 463-0651 - (925) 463-0691 fax - info@shumsoda.com - www.shumscoda.com

Northern Utah Regional Offices - 5782 South 920 East, Murray, UT 84121 - (844) 674-5179
Southern Utah Regional Offices - 2284 East 3400 South Street, St. George, UT 84790 - (800) 286-0374

January 23, 2020

Mark Larsen
 South Weber City
 1600 E South Weber Dr., South Weber, UT 84405
mlarsen@southwebercity.com

RE: Plan Examiners & Inspectors (RFQ)

Thank you for the opportunity to present this proposal to provide Plans Examiner and Inspectors to the City of South Weber. We are confident that Shums Coda Associates (SCA) is the firm that has the personnel, experience, and attitude that will be needed to successfully provide these services. Our firm continually receives exceptional reviews from our clients, as well as design professionals, developers and contractors from all size projects and varying complexities. Positive interactions related to our work product is centered in our desire to be more than a mere code consultation/plan review firm, but rather a contributing partner, seeing that projects are successfully completed, on time and within budget. A key in those efforts is the ability to create a solid working relationship with your organization to assist with all aspects outlined in the RFQ document. SCA is committed and ready to provide you with the same care and standard of technical excellence that has been the hallmark of our work since our inception. The following proposal will highlight key features and distinguishing points of the SCA team that will assist in this undertaking.

If SCA is fortunate enough to be awarded this contract, we intend to meet and confer with your team/staff on a regular basis, with a dedicated local project team that will assist through all code issues and concerns. We also would expect to provide reporting of our progress back to the City of South Weber Building Department, to ensure all work we perform reflect local code interpretations.

SCA has NOT been involved in current/pending or past litigation/arbitration since its inception in 2006.

Shums Coda Associates accepts the terms and conditions in the standard Agreement for Professional Services attached as an Exhibit to South Weber City's RFP for Plans Examiner & Inspectors. In addition, SCA confirms that the required City standard /insurance levels are acceptable.

Proposal is firm for a 90-day period. The following are authorized to make representations on behalf of Shums Coda Associates.

- David Basinger, Principal/CEO – david.basinger@shumscoda.com | (925) 413-5626
- Christine Godinez, COO – christine.godinez@shumscoda.com | (925) 463-0651

Our team looks forward to answering any additional questions you may have about our firm after you have digested this response to the request for qualifications.

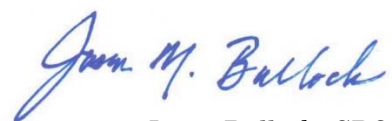
Sincerely,



David Basinger, Architect
 CEO/Principal/President
david.basinger@shumscoda.com
 (925) 413-5626



Christine Godinez
 COO/Secretary
christine.godinez@shumscoda.com
 (925) 463-0651



Jason Bullock, CBO
 Utah Regional Manager
jason.bullock@shumscoda.com
 (801) 376-6708



SCA has been in continuous operation for over thirteen years as a code consultant. Established by licensed and certified architects, engineers, contractors and building professionals, we offer multiple architectural, engineering and fire services. These services are able to be customized for each client/project need, but can cover code review and analysis for building, accessibility, mechanical, electrical, plumbing, structural, energy, green/LEED, fire sprinklers and alarms, including type I kitchen hood/duct systems, smoke control reports, hazardous materials and site reviews. By selecting Shums Coda Associates, the City of South Weber will receive an experienced, knowledgeable team with a proven track record of outstanding service. Our top priority is to provide a seamless extension of your staff. We are committed to a vision of service excellence and on-time deliverables that we believe your project requires.

Our corporate headquarters are located in Pleasanton, California, but we have regional offices throughout California, Arizona, Nevada and Utah. This reflects SCA's presence in the Western United States to grow steadily as our focus is to take an approach of customized services that reflect the preferences of each unique community or project where we believe our experience can be of the best utilized.

SCA business is code compliance related services that are provided to clients (we are not a design or construction firm – even though we are comprised of licensed architects, engineers, contractors and I.C.C. Certified personnel). SCA was founded on the principal of assisting our municipal partners with staff augmentation and developmental services related to construction review, permitting, inspections and documentation procedures. However, our design experience allows us to provide more benefit to project reviews when we are allowed to begin our reviews early on with the design process. In those instances, we are able to trouble shoot larger code concerns quickly, and eliminate costly delays from re-designs or project modifications. Further, we have multiple staff members on our team with construction and inspection experience, so we can also provide insights into constructability (when desired) of specific elements. Although each SCA client is unique, we will show through examples of similar jurisdictional services, and instances where we have provided similar (if not identical) plan review and inspection consulting services requested in the RFQ. We will also provide the necessary background and general qualifications of our firm that extends into quality control and documentation required for this project.

One of the keys to SCA's success as a company is the commitment to quality control of our services. Shums Coda starts with the employment of qualified and knowledgeable personnel, the use of plan check templates to match client code policies and interpretations, continuing education, and internal peer reviews. These controls raise the quality level of our plan checks by being focused on significant code issues, but also providing a consistent product to our clients. With our services remaining constantly the highest quality, it provides our clients and their communities with a high level of confidence that their plans will be reviewed with equal consideration and thoroughness required for construction safety.

As an example, of that approach, we submit to you, the ongoing SCA contract to assist NASA with over 1,000,000-sq. ft. of office, restaurants, assembly spaces, events center, parking and residential guest hotel project for Google. As a federal agency, NASA has a Building Department that does not process permits as done at a typical jurisdiction, but rather operates as construction management for improvements at the base. The Google site is a land-lease/joint-venture with Ames Research that involved a complex design on previously incorporated City of Mountain View property. The design was extremely innovative in its approach and utilized advanced engineering systems (non-dynamic linear design), as well as being in a flood plain, having underground vapor mitigation system, deep geothermal heat system, large-scale integrated photo-voltaic roof system and several alternative materials and method requests. SCA was initially brought in to review the primary building of the



campus that comprise three separate structures over a common basement level, while other consulting firms were utilized to review site/civil improvements and future housing/garage structure. However, SCA was so much more successful and responsive to both the owner/design schedule and NASA's code concerns, we were quickly promoted to complete the entire project reviews, as well as continual inspections. In fact, SCA's involvement was so well



received in this capacity, that we are now providing reviews for the historic hanger renovation and re-uses, as well a base infrastructure (such as roadways and bridges). These reviews are exclusively performed electronically, with document control through our administrative staff until approval and release for printing by the design team, and subsequently submitted to the base. Initially NASA had never undertaken such a large and dynamic process, and they didn't understand how to streamline and maintain design/construction schedules. However, SCA worked with their management team, as well as Google/Whiting Turner and the designers, to guide the process into a jurisdictional model that is modified to accommodate the aggressive construction schedule.

A similar-example, but perhaps closer to South Weber City, would be the role that SCA staff provides to Wasatch County. Wasatch was one of SCA's first Utah contracts and we began with simple home plan reviews that exceeded their current plan review staff limits. As is the case with building, fire and life-safety services, plan review often leads to inspection services (or vice a versa), and we now provide on-call inspection services to the County as needed. Both of these services required our staff to learn and use the Wasatch County permit software to ensure that our review and inspections were being properly recorded in their record keeping systems. All of the successful SCA efforts have led our firm to be chosen to provide exclusive plan review of a large-scale and long-term development of mixed-use resort construction (retail, office, housing, parking, restaurants, etc.) that have begun with a high-rise hotel project that kicks-off an anticipated ten years of future construction. Although we have the experienced structural plan review and inspection staffing needed to complete this work, it has really been through the partnership we have developed with the Wasatch County staff that has allowed us to be their preferred provider.

These are just a couple of examples of the ways in which Shums Coda Associates prefers to offer our services to jurisdictions, as we have seen numerous methods in which we can facilitate a more efficient and successful project outcome when our staff is integrated into the process with the development team. Certainly, extras such as bi-weekly meetings and expedited turnarounds on the reviews is a means to keep the project moving towards deadlines, but we have found that sometimes the normal review process can be expedited ahead of the actual submittal. In these instances, we can become part of the working relationship within the design/development team and actually facilitate changes that avoid longer delays at permit submittal or in the field, as we can direct the project away from pitfalls before they occur. It also allows for our staff to modify the approach when needed, and provide immediate review/response to certain unforeseen issues that occur within the normal construction process. In the end of the day, there is the black and white of the written code requirements, and there is a great deal of gray area that can lead to interpretations that still meet the intent of the code – SCA is adept at providing that guidance related to navigate the design and/or the construction process through our jurisdictional clients.



Quality Control

One of the keys to SCA's success as a company is the commitment to quality control of our services. Shums Coda starts with the employment of qualified and knowledgeable personnel, the use of plan check templates to match local interpretations, continuing education, and internal peer reviews. These controls raise the quality level of our plan checks by being focused on significant code issues, but also providing a consistent product to our clients. With our services remaining constantly the highest quality, it provides our clients with a high level of confidence that their plans will be reviewed with equal consideration and thoroughness required for construction safety.

We also are very forthcoming that we need our clients to give us direct and honest feedback about our services. If they are not initially hitting the mark as needed by the City, we can only adjust if we hear the issue. However, this immediate communication often expedites our team to meeting the jurisdictions needs, making us a seamless extension of your own staff.

Technical Support

As with any of our clients, SCA will provide technical support for your service needs. We often have personnel in attendance at pre-submittal and in-progress plan review meetings, or preconstruction and on-site inspection meetings. These are often the services that allow our team to become immersed in the culture of the City, and ultimately provide superior services based on that intimate knowledge of the local fabric.

SCA understands the value of operating quickly and efficiently, as is expected to complete a successful project in this marketplace. Personnel working on your project(s) at SCA will be available via phone or email to immediately address concerns, or provide additional clarification of code concerns to applicants or City staff. Commitment to providing additional technical support when needed often keeps projects on deadlines and under budget.

Commitment to Quality Service

SCA's continued growth is attributed to our sound client relationships and demonstrated value in providing contract services. We have enjoyed successful partnerships with numerous clients, and we welcome the opportunity to partner with you. We are proud of the superior level of assistance provided to our clients, and we are confident in our overall company structure to commit to the services outlined – responsiveness, on-time delivery, local staff members, and superior code knowledge.

Availability/Technical Support

Given adequate notice by the City, (typically 24 hours) SCA will provide technical support for any of the City's service needs. We often have personnel in attendance at pre-construction and on-site inspection meetings as needed. It is much easier overall developmental process, if we can attend and provide code direction to the designers and owners, prior to a flawed submittal or incomplete inspection. We hope that the City will allow us to provide similar services on their behalf.

Customer Service

Shums Coda Associates strives to provide the highest caliber of customer service. We have a highly qualified, multi-disciplined staff with the technical experience to provide superior inspection services. We encourage feedback from our clients, as it improves our ability to adapt our services to meet your vital needs. We embrace the opportunity for this direct and candid communication. We believe the



distinction between good and great service is our ability to communicate with our clients, allowing us to be aware of your prevailing issues.

Our goal is to provide seamless services that are to be a valuable extension of your staff. We take the service-minded approach to foster long-term relationships that will evolve with the expectations and needs of each project. Shums Coda Associates is a solution for the present that is focused on reaching the future together with our clients.

Through decades of experience working in the code enforcement industry, we understand the value of operating quickly and efficiently, as is expected to complete a successful project in this marketplace. Personnel working on such projects need to be extremely qualified not only in their fields of expertise, but have an understanding of all elements of construction. Our team is comprised of architects and engineers that have years of building design and jurisdictional plan review experience. Our staff is accustomed to these projects which often having unique design features that requires an alternative approach to code compliance. Our team is adept at obtaining code compliance through creative performance-based solutions. However, we are cognizant that our client is the City and conformance with all City policies, procedures, and desires related to every phase of construction is important.

Shums Coda Associates offers the following partial list of clients as reference to the quality of our work. Although not all of these jurisdictions are representative of all aspects similar to South Weber City, they (and the following chart) should show SCA as competent to complete the work requested in the RFQ solicitation. We agree (as requested) that none of the referenced clients (nor South Weber City) have any liability regarding this reference provision, or in the selection process. We do however ask that you feel free to contact them directly to inquire about the quality and types of services we provide.

<p>Matt Loo Community Development Director Washington City 111 North 100 East Washington, UT 84780 mloo@washingtoncity.org (435) 703-0016</p>	<p>Eric Miller Chief Building Official Farmington City 160 South Main Street Farmington, Utah 84025 Emiller@farmington.utah.gov (801) 939-9219</p>
<p>Shellie Woodworth Chief Building Official City of Mountain View 500 Castro St Mountain View, CA 94041 shellie.woodworth@mountainview.gov (650) 903-6313</p>	<p>Quinn Davis Asst. Building Official Wasatch County 805 West 100 South Heber City, Utah 84032 qdavis@wasatch.utah.gov (650) 404-7178</p>



Below is a copy of our current organizational chart for the SCA corporation, that was founded in 2006. Originally there were three partners that created this company that had immediate growth, only to deal with downsizing through the economic recession that started in 2008, and yet remained solvent through that period to enjoy new growth from the lengthy booming construct surge that has occurred since that time. In the past four years ago, two of the original founders left the company, leaving Mr. David Basinger as the sole principal of the firm. Without the hinderance of obtaining buy-ins from co-owners that were clearly on the way out of the business, David steered the core business into regions that have expanded the diversity of our markets. Thus, SCA has expanded a once modest Arizona regional office, created a new office (and contracts) in Nevada and Utah (with an office just outside of Salt Lake City, in Murray). We also provide similar services (although on smaller scale) in the states of Hawaii, Washington, Tennessee, Idaho and Wyoming. Internally, our organization has remained relatively flat with regards to upper management (only Ms. Christine Godinez was promoted to COO), but you can clearly see that regional management teams are being developed to operate more directly with local clients. Therefore, the hiring of Mr. Jason Bullock and Mr. Jody Hilton, two long-term Utah code officials will enable us to maintain the high quality of service expected from this solicitation.

- Years in business – 13.75
- Number of employees – 49



Utah

Jason Bullock – Regional Manager
 Jody Hilton – Service Manager
 Martin Haerberle, CBO
 Mike Haycock, CBO
 Dave Lund, PE
 Jim Yeomen
 Mike Turner, PE
 Jeff Headmen SE, PE

Arizona

Steve Burger, CBO
 Mike Izzo, CBO
 Justine Cornelius
 Joshua Rison

Nevada

Alan Ellis, CBO
 Dan Kispagh, CBO
 Russ Mora, Electrical Review

California

Diana Perkins – Plan Check Mgr.
 Jeffrey Finn, SE
 Richard Ames, CBO
 Mike Coldiron, CBO
 Matthew Coyle
 Ali Fatapour, PE
 Daniel Kaiser, FPE
 John Lee, FPE
 Ryan Loh, SE
 Kurt McMullin, PhD
 Josephine Ortega, CBO
 Jeffrey Paterson, PE
 Jom Sicat, PE
 Mariam Umair
 Robert Wheeler, FPE
 Weili Yu, FPE

Utah

Jason Bullock – Regional Manager
 Jody Hilton – Service Manager
 Ed Pehrson, CBO
 Martin Haerberle, CBO
 Codey Illum
 Mike Haycock
 Clint Carter

California

Terry Knox – Inspection Manager
 Jeffrey Finn, SE
 Richard Ames, CBO
 Mike Coldiron, CBO
 Matthew Coyle
 Patrick Haniger
 Russ Perrone

Arizona

Steve Burger, CBO
 Tom Calo
 Mike Izzo, CBO
 Joshua Rison, CBO

Nevada

Alan Ellis, CBO
 Roger Gier
 Dean Guesuardo



If we provide these services for South Weber City, it is important to reemphasize SCA as a Building and Life-Safety consulting company. Our business is code compliance related services that are provided to jurisdictional clients, and we understand the benefit of having all building construction reviewed in a cooperative partnership between building and fire. To that end, we are constantly improving our staffing levels and efficiencies to match the complexity of the project scope. SCA has worked seamlessly on several large-scale projects (which we will highlight within the body of this document), and feel that our recent additions in staffing to accommodate these redevelopments will be a perfect opportunity to display our strengths.

If SCA is fortunate enough to be awarded this contract, we intend to meet and confer with City staff and the project team to determine the proper members.

Headquarters for Shums Coda Associates is located at 5776 Stoneridge Mall Road, Suite 150 in Pleasanton, California, the primary location for where services are to be performed will ultimately be from our Utah Regional Office in Murray.

Regional Offices:

- Northern Utah - 5782 South 920 East, Murray, UT 84121
- Southern Utah - 2284 East 3400 South Street, St. George, UT 84790
- Sacramento Valley - 6381 Auburn Boulevard, Suite H, Citrus Heights, CA 95621
- Southern California - 5208 Weymouth Way, Oceanside, CA 92057
- Arizona - 1616 North Litchfield Road, Suite A-210, Goodyear, AZ 85395
- Nevada - 1916 Summit Pointe Drive, Las Vegas, NV 89117

Although all of the Shums Coda Associates family will be collectively available to provide these services to South Weber City, we anticipate (as is our preference) to primarily utilize our local Utah based staff. SCA does not typically use sub-contract services to provide services to our clients, but as there has been a recent shift in available full-time employees (i.e., high percentages of retiring Building-Safety personnel across the country), we have at times utilized part-time, independent contractors. This recent trend to provide a “gig” type workforce, has allowed us to ensure that we provide all of the services we have been asked to provided. All of these IC’s have contracts directly with SCA and are almost exclusively to provide inspection services that per the State of Utah require eight-certified combination inspectors. Below are resumes of our proposed key staff members providing services under this contract, with an overall table of all available staff anticipated to provide some level of expertise to the jurisdiction.



David J. Basinger, Architect
Principal

David Basinger has over 30 years of professional experience associated with architectural design and as a plans examiner. He has a Bachelor of Architecture from California Polytechnic University at San Luis Obispo and is a licensed Architect in the State of California. Mr. Basinger has reviewed both complex commercial projects and variety of residential construction, and projects such as commercial, medical, industrial and high-rise construction. He has been a manager of both plan review and inspection services for numerous jurisdictions in Northern California, such as the City of Mountain View, City of Dublin and the City of Danville, and has been a Regional Manager in the State of Arizona.

Education:

Bachelor of Architecture
 California Polytechnic State University
 at San Luis Obispo, CA

Licenses/Certifications:

Registered Architect, State of
 California, License No. C25605
 Registered Architect, State of Arizona,
 Registration No. 57859
 Registered Architect, State of Nevada,
 License No. 7116
 NCARB Certified, No. 77371
 I.C.C. Certified Plans Examiner



Linhart Petersen Powers Associates

Arizona Regional Office Manager Phoenix, AZ

Regional Manager of the three company offices in Arizona; Phoenix, Tucson and Window Rock, providing and assisting with plan reviews, inspection services, jurisdiction counter reviews and assistance, and special projects supervisor. Mr. Basinger was influential in taking a Arizona Regional Office from a single client to over two dozen clients in a two year period, and managing eleven employees and three business lines.

Senior Plans Examiner/Senior AssociatePleasanton, CA

Plan review, jurisdiction counter reviews and assistance, special project supervisor, and architectural consultant for a variety of projects – primarily based as project manager for the jurisdictions of Mountain View, Danville and Dublin, California. Projects reviewed include campus structures for Microsoft, Veritas, Google, Alza and other high-tech or bio-tech businesses, as well as several multi-family and high-rise complexes.

Linhart Engineering

Architect Livermore, CA

David completed architectural and engineering design for residential, commercial and light industrial structures in the San Francisco Bay Area. Duties included design, drafting, structural calculations, building surveys, jobsite visits and structural reviews.

Relevant Project Experience

Served as Acting Building Official for the City of Mountain View, and the City of Fremont; Team Lead on plans reviews of major campus projects for Google, Microsoft, LinkedIn, Intel, Tesla, Intuit; Provided CIP reviews for accessibility updates for several city parks and public buildings, North Branch Library in Santa Clara, Historic Town of Danville Depot Museum/Visitors Center; Reviewed major urban redevelopment projects such as Sunnyvale Town Center, San Antonio Center – all over six city blocks.



Jason Bullock
Building Official, Plans Examiner, Building Inspector, Project Manager

Jason has 25 years of experience as a building and utilities inspector and plans examiner across the Mountain West region. He is an ICC combination inspector and plans examiner and also a certified a HUD (US Department of Housing and Urban Development) housing inspector. Mr. Bullock has managed inspection activities at sites from the Utah State Capitol Building to the Peppermill Casino in Wendover, Nevada.

Experience

- City of St. George and Washington, Utah**
Commercial Inspector/Plans Examiner4 Years

- Sunrise Engineering**
Building Official, Plans Examiner, Building Inspection, Project Manager.....20 Years

- Riverton City, Utah**
Assistant Building Official2 Years

- West Valley City**
Building Inspector2 Years

Education:
 B.S. - Business Administration,
 University of Phoenix, 1999

ICC Certifications:
 Building Plans Examiner
 Combination Inspector
 Electrical Inspector
 Building Inspector
 Plumbing Inspector
 Mechanical Inspector

Training:
 Uniform Code Classes (Building Code, Electrical, Mechanical, and Plumbing),
 DATC 1993-95
 ICBO Plan Review Class
 DATC
 ICBO
 ICC Education Seminars- continually
 DOPL Education Seminars
 HUD Housing Training, San Diego, California and New Orleans, Louisiana.

Memberships:
 Member of Utah Chapter of ICC
 Member of Bonneville Chapter of ICC
 Past Member of ICC Code Change Committee

Projects (* = DFCM work performed for other vendor / Sunrise Engineering)

- Northern Utah Rehabilitation Hospital..... South Ogden, Utah
- *University of Utah Electrical Distribution Utility UpgradeSalt Lake City, Utah
- *CRMC Remodel Plan Fort Collins, Colorado
- Teton County Plan Review Jackson, Wyoming
- Town of Queen Creek Plan Review and Inspection..... Queen Creek, Arizona
- Mesquite City Plan Review and Building Safety Inspection Mesquite, Nevada
- *DFCM-University of Utah School of DentistrySalt Lake City, Utah
- *DFCM-University of Utah Classroom Building.....Salt Lake City, Utah
- *Utah State Capitol Building RenovationSalt Lake City, Utah
- *Loa Fish Hatchery..... Loa, Utah
- *UDOT Salt Storage Building (multiple)..... Utah
- *Midway Fish Hatchery Midway, Utah
- Western TechnologiesSalt Lake City, Utah
- Peppermill Casino Remodel / Renovation..... Wendover, Nevada
- *Veterans Administration (multiple)Salt Lake City, Utah
- *Current Dixie State Human Performance Center St. George, Utah
- *Dixie State Holland St. George, Utah
- *DSU Jennings Health and Technology St. George, Utah
- *DSU Health Science Building St. George, Utah
- *DSU Heating Plant upgrade St. George, Utah



Jody Hilton
Building Official, Plans Examiner, Building Inspector

Mr. Jody Hilton has extensive experience as a Building Official, plans examiner, building inspector, and public utilities inspector throughout Utah, and various Western States. Although he brings a great deal of technical knowledge to his work, he is equally able to work within the nuances and intent of the code language. This has built a reputation within the Western States of respect amongst his peers, as a trouble-shooter that is able to shepherd projects successfully to completion. Everyone that has had the privilege of working with Jody has enjoyed his ability to foster a superior working relationship over shared interests.

Experience

Sunrise Engineering

Director of Building and Safety Division 2003 – 2019

Mr. Hilton has provided code consulting, plan review and inspection for various jurisdictions, including (but not limited to) Alpine, Beaver County, Cottonwood Heights, Centerville, Woods Cross, St. George City, Hurricane City, Springville, Farmington City, Herriman City, Uintah County, Summit County, Wyoming Department of Health, as well as various local architects and State of Utah (DFCM). The DFCM work was highlighted by the University of Utah, U Star project, that was completed approximately in 2013. He is also known for his expertise in performing special inspections for stucco and EIFS installations, as well as being an expert witness for accident and code investigation.

City of Cottonwood Heights

Contract Building Official/Plan Reviewer..... 2006 – 2019

Sandy City, Building and Safety Division

Chief Building Official and Director / Plans Examiner 1989 - 2003

Plans Examiner / Inspection Supervisor..... 1983 – 1989

Salt Lake City, Building and Housing Department

Plans Examiner 1980 - 1983

Building and Housing Inspector..... 1978 - 1980

Salt Lake City Water Department

Construction crew foreman, heavy equipment operator, plumber and laborer..... 1970 - 1978

Private Business

Code Consultant / Plans Examiner 1970 - 1978

Providing plan review services in Draper City, Riverton City, Park City, Highland City, Santaquin City, Duchesne County and Utah County, Toole City, Kanab City and Kane County.

ICC Certifications:

- Electrical Inspector
- Certified Building Official
- Building Inspector
- Mechanical Inspector
- Plumbing Inspector
- Combination Inspector
- Commercial Energy Plans Examiner
- Building Plans Examiner
- Building Code Specialist

Training:

- Building Code Class's Salt Lake Community College, ICBO Plans Examiner Class, Whittier, California, Utah Valley Community College

Memberships:

- Current instructor for the Utah Chapter of ICC
- Past President of the Utah Chapter of ICBO



Team Member	Certification / License / Affiliations	Type of Work
<p>David Basinger, Architect has 30 years of professional experience associated with architectural design and as a plans examiner</p>	<ul style="list-style-type: none"> • Bachelor of Architecture California Polytechnic State University at San Luis Obispo, CA • CA Registered Architect, No. C25605 • AZ Registered Architect, No. 57859 • NV Registered Architect, No. 7116 • UT Registered Architect, No. 10180242-0301 • NCARB Certified, No. 77371 • ICC Certified Building Plans Examiner 	<p>Building Plan Review: Architectural, Structural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p>
<p>Jason Bullock has 25 years of experience as a building and utilities inspector and plans examiner across the Mountain West region. He is an ICC (International Code Council) combination inspector, an ICC certified plans examiner and also a certified a HUD (US Department of Housing and Urban Development) housing inspector. Mr. Bullock has managed inspection activities at sites from the Utah State Capitol Building to the Peppermill Casino in Wendover, Nevada.</p>	<ul style="list-style-type: none"> • B.S. - Business Administration, University of Phoenix, 1999 • Licensed State of Utah Building Inspector • ICC Certified Building Plans Examiner • ICC Certified Combination Inspector • ICC Certified Electrical Inspector • ICC Certified Building Inspector • ICC Certified Plumbing Inspector • ICC Certified Mechanical Inspector 	<p>Building Plan Review: Architectural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p> <p>Combination Building Inspector</p>
<p>Jeffrey Finn, S.E. is a Professional Structural Engineer with over 25 years of Structural Engineering experience.</p>	<ul style="list-style-type: none"> • B.S. Civil and Environmental Engineering, Cornell University, Ithaca, NY, 1985 • M.E. (Civil), Structural Emphasis Cornell University, Ithaca, NY, 1986 • AZ Registered Structural Engineer, No. 50541 • NV Registered Structural Engineer, No. 22503 • UT Registered Professional Engineer, No. 7355192-2202 • NCEES Model Law Structural Engineer, No. 39782 	<p>Structural Plan Review</p>



Team Member	Certification / License / Affiliations	Type of Work
<p>Jody Hilton has several years of experience as a plans examiner, building inspector, building official and public utilities with Sandy City and Salt Lake City. He has inspected numerous residential and commercial buildings.</p>	<ul style="list-style-type: none"> • Licensed State of Utah Building Inspector • ICC Certified Electrical Inspector • ICC Certified Building Official • ICC Certified Building Inspector • ICC Certified Mechanical Inspector • ICC Certified Plumbing Inspector • ICC Certified Combination Inspector • ICC Certified Commercial Energy Plans Examiner • ICC Certified Building Plans Examiner • ICC Certified Building Code Specialist 	<p>Building Plan Review: Architectural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p> <p>Combination Building Inspector</p>
<p>Martin Haerberle, CBO is an experienced Building Official and inspector with more than 30 years of municipal building department administration experience. He brings considerable knowledge of building inspection, plan review, personnel supervision, and code regulation. Martin provides a high level of customer service to our clients.</p>	<ul style="list-style-type: none"> • Kansas City Technical College, Commercial/ Residential Heating Ventilation and Refrigeration Systems • Licensed State of Utah Building Inspector • ICC Certified Residential Electrical Inspector • ICC Certified Building Inspector • ICC Certified Commercial Electrical Inspector • ICC Certified Building Plans Examiner • ICC Certified Building Official • ICC Certified Residential Plumbing Inspector • ICC Certified Accessibility Inspector/Plans Examiner • ICC Certified Commercial Mechanical Inspector • ICC Certified Commercial Plumbing Inspector • ICC Certified Electrical Inspector • ICC Certified Plumbing Inspector • ICC Certified Building Code Specialist 	<p>Building Plan Review: Architectural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p> <p>Building Inspector</p>



Team Member	Certification / License / Affiliations	Type of Work
<p>Mike Haycock, CBO has over 20 years as a Building Professional including serviced as Building Official/ Acting Fire Marshall where he performed all plan review and inspections for residential and commercial construction.</p>	<ul style="list-style-type: none"> • B.S., Construction Management, Weber State • A.A.S, Building Technology with Emphasis on Building Inspection, Community College of Southern Nevada • Licensed State of Utah Building Inspector • ICC Certified Residential Plumbing Inspector • ICC Certified Commercial Mechanical Inspector • ICC Certified Residential Electrical Inspector • ICC Certified Reinforced Concrete Special Inspector • ICC Certified Prestressed Concrete Special Inspector • Legacy • ICC Certified Residential Energy Inspector/Plans Examiner • ICC Certified Residential Mechanical Inspector • ICC Certified Commercial Electrical Inspector • ICC Certified Commercial Energy Inspector • ICC Certified Building Plans Examiner • ICC Certified Building Official • ICC Certified Building Inspector • ICC Certified Spray Applied Fire Proofing Special Inspector • ICC Certified Combination Inspector • ICC Certified Commercial Energy Plans Examiner • ICC Certified Building Code Official • ICC Certified Structural Masonry Special Inspector • ICC Certified Plumbing Inspector • ICC Certified Fire Inspector I • ICC Certified Master Code Professional • ICC Certified Commercial Plumbing Inspector • ICC Certified Accessibility Inspector/Plans Examiner • ICC Certified Electrical Inspector • ICC Certified Mechanical Inspector • ICC Certified Building Code Specialist 	<p>Building Plan Review: Architectural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p> <p>Building/Fire Inspector</p>
<p>Codey Illum, has nearly 2 decades of experience as a building professional. Through his career he has demonstrated a high level of knowledge of the Building Code.</p>	<ul style="list-style-type: none"> • Licensed State of Utah Building Inspector • ICC Certified Commercial Mechanical Inspector • ICC Certified Residential Electrical Inspector • ICC Certified Residential Mechanical Inspector • ICC Certified Residential Plumbing Inspector • ICC Certified Commercial Electrical Inspector • ICC Certified Commercial Building Inspector • ICC Certified Residential Building Inspector • ICC Certified Commercial Plumbing Inspector • ICC Certified Building Inspector • ICC Certified Mechanical Inspector • ICC Certified Electrical Inspector • ICC Certified Plumbing Inspector • ICC Certified Residential Combination Inspector • ICC Certified Combination Inspector • ICC Certified Commercial Combination Inspector 	<p>Combination Building Inspector</p>



Team Member	Certification / License / Affiliations	Type of Work
<p>Dave Lund, PE is Reliability Engineering and maintenance with twelve years' experience at United Parcel Service. In addition, his experience includes design and layout of high voltage, medium voltage, switchgear and equipment.</p>	<ul style="list-style-type: none"> • B.S., Electrical & Computer Engineering, Brigham Young University • Registered Professional Electrical Engineer in Eleven States: UT, ID, WY, MT, CA, OR, AZ, NM, NV, SD, CO • ICC Certified Electrical Plans Examiner • ICC Certified Commercial Electrical Inspector • SKM -Power Systems Design and Analysis Courses • SES Grounding Systems Design Course • NACE (National Association of Corrosion Engineers) Level II- Cathodic Protection Technician 	<p>Building Plan Review: Electrical, Energy</p>
<p>Ed Pehrson has over 20 years of experience as a building professional. Through his career he has demonstrated a high level of knowledge of the Building Code.</p>	<ul style="list-style-type: none"> • Licensed State of Utah Building Inspector • ICC Certified Energy Plans Examiner • ICC Certified Electrical Inspector • ICC Certified Building Inspector • ICC Certified Mechanical Inspector • ICC Certified Combination Inspector • ICC Certified Plumbing Inspector • ICC Certified Building Code Specialist • Registered Storm Water Specialist 	<p>Energy Plan Review: Architectural, Fire Life Safety, Plumbing, Mechanical, Electrical, Accessibility, Energy</p> <p>Combination Building Inspector</p>
<p>Michael Turner, PE, an experienced professional electrical engineer possessing a strong background in power systems and electrical system studies.</p>	<ul style="list-style-type: none"> • UT Registered PE • B.S., Electrical Engineering, Utah State University 	<p>Building Plan Review: Electrical, Energy</p>



We provide the following list of projects showcasing our specialties over the past years, providing building services

Educational Campus

College of Southern Nevada – Student Unions

Henderson, North Las Vegas and West Charleston Campuses

Shums Coda completed the reviews the new CSN Student Unions on the Henderson, North Las Vegas and West Charleston campuses, each ~25,000 sq. ft. The facilities will include food courts, coffee shops, lounges, study and group rooms, student life and student government offices as well as outdoor courtyards with numerous shade trees and ample seating. The total project costs about \$80 million and is expected to be completed by fall 2019.

California State University, Bakersfield – Humanities Office Building

Bakersfield, CA

Shums Coda completed the review the new CSUB headquarters for the School of Arts and Humanities a 2-story building approximately, 14,000 sq. ft.

California State University, San Bernardino – Housing and Dining Commons

San Bernardino, CA

This project consisted of two new 4-story student housing facilities, total 107,260 sq. ft. and one dining commons, 48,358 sq. ft. The housing facility will provide 407 new beds along with study lounges, living rooms, recreation rooms and support facilities, including community services, and central administration. The dining commons will consist of dining and serving spaces, main kitchen, and late night/retail.

California State University, San Bernardino – College of Extended Learning Expansion

San Bernardino, CA



SCA completed the plan review of this project, a new construction of a Type II-A, fully sprinklered 3-story steel-braced framed building with classrooms, study spaces, a 250 seat lecture hall and administration building, which will feature a global gallery, an outdoor plaza for social gathering and study areas and a retail food facility.

California State University, San Bernardino – Central Plant Upgrades

San Bernardino, CA

SCA completed the plan review for the renovation of the central plant and associated office space. Upgrades included mechanical equipment replacement, electrical and plumbing modifications. The renovation to the office space included removal of existing walls and finish materials and the reconstruction to meet the facilities current needs.



**Northern Arizona University– Honors College and Housing
Flagstaff, AZ.....**



SCA completed the plan review of this project consisting of a single structure subdivided into separate buildings by firewalls and horizontal building separations. Each of the four, 4-story dormitories consist of sleeping units, gathering/study lounges, and student facilities.

**Santa Clara University
Santa Clara, CA.....**

Shums Coda Associates completed plan reviews for numerous projects at the Santa Clara University. One of which is the major renovation of Benson Memorial Center’s dining facility. This 16,350 sq. ft. project consisted of a complete overhaul of the commercial kitchen and dining facility, including HVAC, plumbing, and electrical. The structural review included rooftop reinforcement to allow the addition of 12 new skylights to provide natural light. In addition, SCA completed the structural review of the Radiant House, a student-designed and built project for the US Department of Energy Solar Decathlon Challenge.¹ The design approach is to substitute an initial conventional softwood design with one that makes use of a bamboo structural system. Research conducted at Santa Clara University yielded results affirming bamboo's suitability as a substitute for bamboo joists and gravity walls. SCA’s most recent review at the University included the initial phase of many phases to upgrade the softball field into a state-of-the art athletics facility. This initial review included upgrading utilities, existing facilities and bleachers.

**Francis High School
Mountain View, CA.....**

For the past several years, St. Francis High School has undergone building renovation and new construction. SCA has been part of the schools transformation including the performing arts center, library, student union and classrooms.

Large Scale Retail Mixed-Use Projects

**Palazzo Las Vegas
Clark County, NV**

SCA staff member has performed plan review and inspection services for Clark County during the construction of the Palazzo and the Venetian. On-site permit processing office for the county. He coordinated inspections and revisions directly with the main office.

¹ The U.S. Department of Energy Solar Decathlon challenges collegiate teams to design, build, and operate solar-powered houses that are cost-effective, energy-efficient, and attractive. The winner of the competition is the team that best blends affordability, consumer appeal, and design excellence with optimal energy production and maximum efficiency.



Santa Clara Square I, II, and III
Santa Clara, CA.....



SCA completed the first of three phases in 2013. This project was the beginning of an 80-acre master plan, which will also have up to 1.7 million sq. ft. of office and a 125,000 sq. ft. Whole Foods-anchored retail center. Following in 2015, SCA completed the review of the second and third phases, 1,800 apartment units and 40,000 square feet of retail on roughly 33 acres at 2600 Augustine Drive

Gateway Village
Santa Clara, CA.....

SCA completed the plan review of this major mixed-use residential and retail development. The 476 apartment residences, set back from the retail area, are wrapped around a concealed multi-story parking garage topped by a generous amenity podium. The amenity podium features a large pool/spa area, cyber lounge, club house, Fitness Center and bocce ball court. This project are a mix of type I-A, III-A and V-A.

The Dean
Mountain View, CA.....

SCA completed the plan review of this 5.75-acre development consisting of several five story, Type III-A residential buildings over a full site, Type I-A podium structure. The development is anticipated to house 600 market rate housing units in a cluster of buildings surrounding a public ‘paseo’.

San Antonio Center I & II
Mountain View, CA.....

SCA completed the plan review of this major redevelopment of an existing retail center. The first phase of this review that has be completed is four and five story apartments on top of podium and basement parking garages with wrap around retail and residential construction. These projects are a mix of type V-A, III-B and I-A construction and represent the initial revitalization of over 15 acres at the existing retail center.

Triton Plaza
Foster City, CA.....

This project consists of four and five stories of residential apartments and retail/office spaces, as well as a 6-story parking structure. These buildings are separated with fire walls and constructed as type V-A, III-A and I-A buildings, with complex allowable areas and egress plans to be reviewed. The project is currently under construction and Shums Coda Associates continues to review final revisions to the 100% construction document submittals.

Madison Place Condominiums
Santa Clara, CA.....

SCA is providing third party plan review services for a 4-story mixed use building including 2 one-bedroom units, 18 two-bedroom units, 8 three-bedroom units, with first level retail (5,530 sq. ft.) and office space (1,460 sq. ft.). The estimated construction valuation of the project is \$ 14 million.



Dublin Apartments and Senior Housing (two separate buildings)

Dublin, CA

SCA provided plan review services for this 314 rental unit project with 17,000 sq. ft. of retail space in this wrap-style building.

Indigo

Redwood City, CA

This 470-unit, 10-story, mid-rise apartment building, located at 525 Middlefield Road is of type I-A construction. This project consisted of one level of underground parking and two levels of above-grade parking, most of which is wrapped by storefront office space and stoop-accessed residential units and three residential towers which rise an additional 7 stories over the 3-story base. SCA performed two rounds of plan reviews as the design undergone a complete re-design mid-review. The estimated construction valuation of the project is \$ 187 million.



Lennar Multifamily

Redwood City, CA

SCA provided third party plan check services since 2013 on this project consisting of a Multi Family, eight-story residential building featuring 196 for-rent housing units with two levels of underground parking and one level of above ground parking. The ground floor garage is wrapped by two retail spaces, eight loft apartments, and the leasing office. Upper floors feature 188 apartments wrapping a central courtyard.

Large-Scale Multi-Family Projects

Alexan at Palm Valley

Goodyear, AZ

Plan review was completed for this luxury multi-family project which consists of approximately 825,000-sq. ft. of multistory condominiums and associated site amenities, including a 6,000-sq. ft. clubhouse and leasing office. This project is an r-1 Occupancy and Type V-A Construction.

Splendido at Rancho Vistoso

Oro Valley, AZ

David Basinger and others reviewed this mixed-use occupancy project that encompassed A-1, A-2, A-3, B, R-2, R-3, S-2 and I-2 occupancy groups. The main building has a total floor area of 454,000-sq. ft., with 46 additional "villas" (R-3 duplex residential occupancies) that comprised an additional 239,700-sq. ft. of single-family/duplex construction.

45 Buckingham Apartments and Parking, South

Santa Clara, CA

SCA has provided third party plan check services since 2014 on this project consisting of 222 unit, four-story buildings that will wrap around 5.5 level parking (372 spaces, plus 116 secure bike parking spots) as well as an open courtyard. The estimated construction valuation of the project is \$ 31,182,000.



Hearth Apartments and Parking, North & South

Santa Clara, CA

SCA has provided third party plan check services since 2012 on the initial phase of residential units at Kaiser Drive. This project consisted of a two 6-Story buildings of V-A construction type, texas-wrap design surrounding parking structures of II-A type construction.

Creekside Vista Condominiums

Santa Clara, CA

SCA is providing third party plan review services for this 60-unit condominium building with 13 one-bedroom units, 35 two-bedroom units, and 12 three-bedroom units. The estimated construction valuation of the project is \$ 22,400,000.

Newhall Terrace Condominiums

Santa Clara, CA

SCA is providing third party plan review services for this 13-unit condominium project at the corner of Saratoga Ave. and Newhall St. This project consists of 1,200 to 1,400 sq. ft. two-story units with under-building parking - three stories in all - surrounding an interior courtyard.

Elan Redwood City

Redwood City, CA

145 Monroe is a 6 level multi-family residential building located in Redwood City containing 305 for rent apartments with one-level of partially subterranean parking and one level of above grade parking.

The Lane on the Boulevard

Redwood City, CA



2580 El Camino Real in Redwood City developed by the Urban Housing Group and Summerhill Apartment Communities is a 114-unit market rate transit oriented residential rental project on a 2.1 acre site.

Radius Apartments

Redwood City, CA

The Radius Apartments is a 264-unit luxury wood framed apartment community 5 ½ stories tall located in Redwood City with underground parking located at 640 Veterans Blvd. in Redwood City. It has a dramatic architectural steel canopy extending over a private road entrance forming a visual gateway up to the landscaped podium decks.

333 Main Street

Redwood City, CA

333 Main Street is a for rent 132-unit residential project in Redwood City with four stories and subterranean parking. It is a joint venture between the Sares - Regis group of Northern California and JP Morgan Asset Management.

One Marina



Redwood City, CA

Mixed-use community located on the Redwood City waterfront featuring 231 – 2 and 3-bedroom condominium flats and townhomes in 24 buildings. To be completed the master plan will include a 200-unit hotel complex and 10,000 sq. ft. of retail space as well as 3 community parks.

Centria East & West

Milpitas, CA

SCA completed plan review of this 481-unit Multi-Family project. This project was built in two separate phases called Centria East and Centria West. Centria East consisted of 137 condominium units in a 5-story building wrapped around a 7-story parking structure with pool and community center located on the bottom floor. Centria West consisted of a five story multi-family building wrapped around an 8-story parking structure with community center and pool located on the top floor of the parking structure.

Large Scale Professional Campus Projects

Google Bay View Campus

Moffett Field, CA



SCA is providing plan check and inspection services to the Google Bay View project consisting of 1,000,000-sq. ft. of office, restaurants, assembly spaces, events center, parking and residential guest hotel project for Google. The design was extremely innovative in its approach and utilized advanced engineering systems (non-dynamic linear design), as well as being in a flood plain, having underground vapor mitigation system, deep geothermal heat system, large-scale integrated photo-voltaic roof system and several alternative materials and method requests.

Google Charleston East

Mountain View, CA

SCA performed the plan review of this project, the first Google office built from scratch; two stories tall and about 595,000 square foot office complex with sustainable and energy-efficient features, a 2-acre public plaza, pedestrian and bike trails to help ease local traffic congestion and ground floor retail on 18-acres.



Tesla

Fremont, CA.....

SCA has provided Mr. Basinger as Acting Building Official and Acting Plan Check Manager, while both positions were vacant. One of the main assigned duties was to manage all plan reviews being undertaken by Tesla within the City, as well as a weekly meeting where one-stop/over-the-counter reviews could be completed, or discuss upcoming projects and coordinate City department concerns. Although the Building Official position was recently filled, Mr. Basinger continues to manage numerous Tesla projects and special events. Over the course of the past year the projects have included the North Point T.I., North Point Expansion, 901 Page (Seats Manufacturing, High-pile product storage racks and offices – also site of special Model X temporary event permit), Kato/Westcore (new building/T.I.), Spinnaker (New parts building), and weekly plan review/meetings (approximately 400 permits completed – 95% approved directly at the meetings).

Box

Redwood City, CA.....

SCA performed the plan review of this project, both shell and tenant improvements, the largest office project planned for Redwood City’s downtown area. The 300,000 sq. ft. development boasts a planned LEED Gold rating, views of the bay and peninsula hillside, parking for over 900, and 5,000 sq. ft. of retail or restaurant space.



Google Headquarters

Mountain View, CA.....

As Google continues to expand its workforce, so has there been the need for additional office space. To date, we have completed plan reviews on over forty existing mid-rise buildings (one to five stories), with major renovations to accommodate the new high-tech office uses associated with the Google service lines. Most of the structures have included major renovations to existing systems, as well as installations of A-2 and A-3 assembly occupancies, and recent lab space renovations. SCA also reviewed one of the largest free-standing photovoltaic carport structures (over numerous sites). As Google has purchased many of the building sites in the North Bayshore area of Mountain View, many of these full tenant improvements have occurred in buildings that were reviewed (when new construction) by SCA staff. As Google continues to expand the boundaries of their present campus, we continue to provide additional plan review services.

Microsoft Silicon Valley Campus

Mountain View, CA.....



Project consisted of demolishing and rebuilding two existing buildings and infilling much of the campus with courtyards and outdoor spaces. Overhaul expanded the 515,000 sq. ft. campus and added 128,000 sq. ft. of workspace and 164,000 sq. ft. of green roof emphasizing sustainability to serve as a modernization of Microsoft’s existing 32-acre campus.



Jurisdiction Projects

North Branch Library

Santa Clara, CA.....

Shums Coda associates completed the plan review for the newest Santa Clara Library located on Moreland Way. The 17,5000 sq. ft. state-of-the-art library consists of a grand entry plaza, a reading courtyard, 2,000 sq. ft. community room, separate children’s and teen’s book collections and gathering areas.

Fire Station #5

Mountain View, CA.....

This 10,000 sq. ft. building is designed to meet Leadership in Energy and Environmental Design (LEED) certification requirements and will be the first LEED Silver-Certified Capital Improvement project to be constructed by the City. The state-of-the-art building will house several newly purchased fire engines and provide space for dorms, a living area, and office space.



Veterans Memorial Hall

Danville, CA.....



SCA completed the initial review to restore and preserve a portion of the Veterans Memorial Hall in Downtown Danville, a \$10 million-dollar project. The community hall and parking area located to the rear will be demolished to allow construction of a larger two-story space that will include an expanded community hall, dedicated senior center and a public plaza. The total size of the building will double, from 6,300 to 12,792 sq. ft.

Hospitals, Pharmaceutical and Bio-Tech Projects

Stanford Medical Center, Medical Office Buildings

Redwood City, CA.....

This project consisted of major structural upgrades and a complete renovation of an existing four office buildings located over a podium/basement parking facility. The 400,000-sq. ft. four story medical office building contained B, A-3 and I-1.2, OSHPD III surgical clinic located on the third floor of one of the buildings with additional medical offices and cafeteria being provided as well. The medical office building contained 3 and 4-story structures of II-F.R., over S-3 basement parking podium of I-F.R.

Camino Medical Center, Medical Office Buildings

Mountain View, CA.....

This 252,600-sq. ft., three-story medical office building contained B, A-3, and I-1.2 uses and an OSHPD III surgical clinic located at the first floor. There were numerous specialized exiting features, as well as a modified atrium space. The medical office building was attached (with I use at the first floor) as well as a large-scale two-story parking structure. This project was completed in 2007, with a subsequent review which included an H-2 medical gas storage room within the building.



**Kaiser Santa Clara Medical Center, Medical Office Buildings
Santa Clara, CA.....**

This project was a structural only review of three separate medical office buildings, three or four stories in height. The overall area of the combined buildings was 465,000-sq. ft. of general medical office and exam rooms. The estimated construction valuation of the project was \$24 million and provided additional medical services to the Silicon Valley.

Renewable Energy Projects

**Google Headquarters
Mountain View, CA.....**



Google Headquarter’s photovoltaic (PV) system installation in 2007 was the largest installation of solar power on a single corporate campus in the United States. Majority of the 9,212 panels were installed on the Googleplex rooftops and the remaining were placed on newly constructed carports. In addition, SCA completed plan reviews and inspections on a number Electric Vehicle (EV) Charging stations throughout the campus.

**Red Horse 2 Solar Array Panels & Turbine Wind Farm
Cochise County, AZ.....**

SCA completed plan review of the Red Horse 2 project, one of the first combined wind and solar projects in the U.S. The project is a wind and solar electric generating facility of approximately 71 MW made up of approximately 30 wind turbines and solar panels.

**Dragoon Solar Array Panels
Cochise County, AZ.....**

SCA completed plan review of the Dragoon project. The project is a solar electric generating facility of approximately a 250-acre site.

**City of Mountain View
Mountain View, CA.....**

This project consisted of five-levels above grade housing 16,200 sq. ft. of retail space at the pedestrian level and four levels for parking above. On the rooftop, a 90-kilowatt photovoltaic solar power system, serves as shaded carports that also generate enough power for the structure’s elevators and parking-level lighting.

**Microsoft
Mountain View, CA.....**

This project consists of a solar panel array at its Silicon Valley Campus consisting of 2,288 tiles with a peak capacity of 480 kilowatts.

**U.S. Wind Power
Altamont/Patterson Pass, CA.....**

This project consists of design, review and inspection of thousands of experimental wind turbines (typically in groups of two dozen or more) to determine the best efficiency in the turbine designs, as well as operating velocities. In some instances, we performed investigations of failed devices that occurred due to rotational torques on anchor bolts being exceeded during peak use. Additionally, we design step-up or step-down devices to deliver generated power to approved energy providers.



Storage Facilities

Bay Rock Storage

Milpitas, CA.....

Plan review was completed in 2016 for a new storage facility located on north side of Montague Expressway. The facility consists of 4 buildings approximately 171,925 sq. ft.



Goodyear Public Storage and RV

Goodyear, AZ.....

Plan review was completed for a new private and R.V/boat storage facility located on 11.5 acres. The facility consists of 8 buildings with sizes varying from 1,800 sq. ft. to 4,846 sq. ft. The type II-B construction buildings will also house an administrative office, retail store (for storage supplies), residence for a full-time caretaker, a holding tank dump station and boat/R.V. maintenance shop, comprising an aggregate mixed use of B, M, R, and S occupancies.

Tropicana and Jones Extra Space Storage

Las Vegas, NV.....

This project is an 110,000-sq.ft self-storage facility located on W. Tropicana Avenue. The storage facility has more than 500 storage units ranging in size from 5'x 5' to 10'x 30,' some of which are climate-controlled for sensitive items.

Shums Coda Associates provides a partial list of jurisdictions we provide services to.

Jurisdiction	Year Began Providing Services	Services Provided			
		Inspections	Plan Review	Building Official	Permit Technician
UTAH					
State of Utah, DFCM	2019	✓			
Wasatch County, Utah	2019	✓	✓		
Kaysville City	2019	✓			
Farmington, Utah	2019	✓	✓		
St. George City, Utah	2019	✓	✓		
Herriman City, Utah	2019		✓		
Hurricane City	2019		✓		
Greater SLC County	2019		✓		
Springville City, Utah	2019		✓		
Taylorsville City	2019	✓			
Rich School District	2019	✓			
Washington City	2018	✓	✓		





Shums Coda Associates PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 15 day of February, 2020, by and between the Jurisdiction of South Weber City ("Jurisdiction") and Shums Coda Associates ("Consultant").

WHEREAS, Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

- Scope of Services:** The Consultant shall furnish the following services in a professional manner:

"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."
- Time of Performance:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by Jurisdiction. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.
- Compensation:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by Jurisdiction under this Agreement shall not be deemed a waiver of defects, even if such defects were known to Jurisdiction at the time of payment.
- Method of Payment:** Consultant shall submit monthly billings to Jurisdiction describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent, and by whom, and a description of any reimbursable expenditures. Jurisdiction shall pay Consultant no later than 30 days after approval of the monthly invoice by Jurisdiction staff. When payments made by Jurisdiction equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by Jurisdiction.
- Ownership of Documents:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Jurisdiction upon payment to Consultant for such work, and the Jurisdiction shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Jurisdiction upon written request.
- Independent Contractor:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Jurisdiction. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Jurisdiction's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. **Interest of Consultant:** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the Jurisdiction or of any Jurisdiction official, other than normal agreement monitoring; and,
 - b. possesses no authority with respect to any Jurisdiction decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].
8. **Professional Ability of Consultant:** Jurisdiction has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
9. **Indemnity:** Consultant agrees to defend, indemnify and hold harmless the Jurisdiction, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. Jurisdiction also agrees to defend, indemnify and hold harmless the Consultant, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the Jurisdiction.
10. **Insurance:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:
- a. **Workers' Compensation Coverage:** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Jurisdiction at least thirty (30) days prior to such change.
 - b. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- c. **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - d. **Professional Liability Coverage:** Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.
 - e. **Policy Endorsements:** Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - 1) The Jurisdiction, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - 2) This policy shall be considered primary insurance as respects the Jurisdiction, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the Jurisdiction, including any self-insured retention the Jurisdiction may have, shall be considered excess insurance only and shall not contribute with it.
 - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the Jurisdiction, its elected or appointed officers, officials, employees, agents or volunteers.
 - 5) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Jurisdiction.
 - d. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Jurisdiction. At the Jurisdiction's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - e. **Certificates of Insurance and Endorsements:** Consultant shall provide certificates of insurance with original endorsements to Jurisdiction as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Jurisdiction on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Jurisdiction at all times during the term of this Agreement.
11. **Compliance with Laws:** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
12. **Licenses:** Consultant represents and warrants to Jurisdiction that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Jurisdiction that consultant shall, at

its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a business license, if required.

13. **Controlling Law Venue:** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the appropriate Jurisdiction.
14. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Jurisdiction: South Weber City
1600 East South Weber Drive
South Weber, UT 84405

If to Consultant: **Shums Coda Associates**
5776 Stoneridge Mall Rd., Ste. #150
Pleasanton, CA 94588

15. **Consultant's Books and Records:**

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Jurisdiction for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Jurisdiction Manager, Jurisdiction Attorney, Jurisdiction Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Jurisdiction for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where Jurisdiction has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Jurisdiction may, by written request by any of the above named officers, require that custody of the records be given to the Jurisdiction and that the records and documents be maintained. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Jurisdiction and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. **Amendments:** This Agreement may be modified or amended only by a written document executed by both Consultant and Jurisdiction and approved as to form by the Jurisdiction Attorney.
18. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. **Litigation Expenses and Attorneys' Fees:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
20. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counter part.
21. **Assignment & Subcontracting:** The parties recognize that a substantial inducement to Jurisdiction for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Jurisdiction. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Jurisdiction. If Jurisdiction consents to such subcontract, Consultant shall be fully responsible to Jurisdiction for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Jurisdiction and consultant nor shall it create any obligation on the part of the Jurisdiction to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
22. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

JURISDICTION:

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

Attachments: Exhibit A - Scope of Services
Exhibit B - Schedule of Fees
Exhibit C - SCA Schedule of Charges

EXHIBIT A SCOPE OF SERVICES

Building Plan Review Services

Plan Review: Consultant will perform plan reviews to cover one or more of the following disciplines: architectural, structural, mechanical, electrical, plumbing, accessibility, fire, engineering and energy requirements - all as modified or amended by the City, and per the City's currently adopted building codes.

Comment Lists and Plans Delivery: City is responsible for notifying SCA when plans are ready for review, whether hard copies are needed to be picked up or electronic files are ready for download. Plan reviews result in typed lists of comments which refer to specific details and drawings, and reference applicable code sections.

Turn-Around Schedules: SCA will generally complete plan reviews per the following schedule.

	Number of Working Days	
	Initial Check (1st):	Recheck(s):
Residential		
New Single Family Dwellings	10	5
New Multi-Family Townhomes/ Apartments (Standard)	10	5
New Multi-Family Apartments (Large Scale)	15	10
Addition/Remodel	10	5
Commercial		
New Construction	10-15	5-10
Addition/Remodel	10	5

Other turnaround schedules will be accommodated at request of Jurisdiction.

Technical Support: When mutually agreed between the City and Consultant as vital to project success, SCA staff will attend pre-construction or pre-design meetings, field visits upon request, and provide support for field inspection personnel on an as-needed basis.

Inspection Services

Consultant will provide building inspector(s) as requested by the City. Inspector(s) will report directly to the City Building Official or other person designated by the City for all project-related work.

In general, the inspection services to be provided may include, but are not limited to, field observation of all construction activity, preparation of daily reports, review of submittals and other duties as assigned.

Other Services

Consultant will provide other services as specifically requested by the City. Additional services provided shall have scope and compensation mutually agreed upon by Consultant and City prior to commencement of said services.

EXHIBIT B SCHEDULE OF FEES

Building Plan Review Fees

Fees for comprehensive plan reviews, performed at SCA offices, will be equal to 50 % percent of the plan review fees as calculated per the City. The City will provide SCA with jurisdiction plan review fees (project-by-project) for use in calculating SCA's fees based on current valuation table published by ICC and the 1997 IBC Table 1-A.

The above fee covers all services associated with the typical plan review, including:

- Delivery of design documents to the jurisdiction.
- First, second, and third abbreviated reviews, if necessary, to approve projects
- Pre-application, pre-construction, or additional meeting attendance that is necessary for unusual or complex projects.

Additional plan reviews (extensive third reviews or more) that may be required will be charged on an hourly rate (per attached Exhibit C – Schedule of Charges).

Partial Plan Reviews for Building Departments

Structural-only plan review fees will be fifty percent (50%) of the plan review fees as calculated per the jurisdiction. Special project fees (e.g., plumbing / mechanical / electrical-only, URM) can be based on a percentage of the plan review fee, hourly rate or other fee methods mutually agreeable to both parties.

Other Potential Fee Types for Building Department

For projects where percentage fees are not applicable, or for plan review projects requiring services far exceeding the normal expectations, the attached hourly rate listed in SCA's Schedule of Charges will be used. (Exhibit C)

Inspection Fees for Building Departments

On-site field inspection related support services are performed on an hourly fee basis as listed in the attached Schedule of Charges (Exhibit C).

Public Works Support & Inspections

Public Works design, plan review, maps checking or field inspection can be supplied on an hourly basis. See the attached Exhibit C.

EXHIBIT C
SCHEDULE OF CHARGES

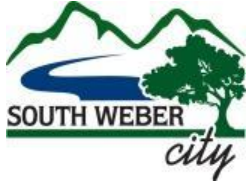
Personnel Charges – Plan Review and Inspection Services

Personnel Description:

Hourly Billing Rate:

Principal	\$150
Acting Building Official	\$110
Senior Plan Review Engineer/Architect	\$110
Plan Review Engineer/Architect	\$105
Senior Plans Examiner	\$85
Plans Examiner	\$75
Engineer (Civil Reviews)	\$110
Fire Protection Plan Examiner	\$90
Fire Protection Engineer	\$160
Fire Systems (Commercial Sprinklers/Alarms/Hoods/Racks/Smoke Control)	TBD
Permit Technician	\$60
Clerical Support	\$45
Inspector EMERGENCY ASSIGNMENT	\$85
Inspector II	\$70
Inspector I	\$60

** Overtime for inspection hours will be billed at one hundred fifty percent (150%) of the hourly rate above. Upon Building Official Approval



Council Meeting Date: 03-17-2020

Name: Kimberli Guill

Agenda Item: 6

Objective: Brumfield Wedding Chapel Review & Approval

Background: Mr. Brumfield originally applied for this Conditional Use Permit back on December 13, 2017. At which time he had an initial sketch plan meeting on this project. At that time Mr. Brumfield was told that he would need to obtain a permit from UDOT allowing public access to the venue from South Weber Drive. This process took more time than he expected as well as the work required to complete the access. Mr. Brumfield reapplied for his Conditional Use Permit in May of 2019 due to the time delay for the UDOT access to be completed. At which time he had another Sketch Plan meeting on May 14, 2019. At that time, he was told that he met all the previous requirements and that the project could move forward to Planning Commission for is Conditional Use Permit. On June 13, 2019 the Planning Commission approved CU 19-02 with several conditions as well as a requirement that the permit be reviewed in One Year.

Summary: Requesting City Council Approval for CU 19-02

Committee Recommendation: N/A

Planning Commission Recommendation: Approval

Staff Recommendation:

Attachments: Application, PC Minutes of 06-13-2019, Barry's Memo dated 6-5-2019, CU 19-02 Brumfield Wedding Chapel

Budget Amendment:

BRUMFIELD WEDDING VENUE CONDITIONAL USE

By Barry Burton 6.5.19

APPLICANT: Keith Brumfield

REQUEST: Conditional Use approval for a service accessory use in an A zone.

GENERAL INFORMATION: Mr. Brumfield operates a 16-acre farm on the west end of town between South Weber Drive and the canal. The area where outdoor weddings would occur is near the canal and quite remote from any residences on South Weber Drive. There is only one existing building on the property; a small shed for storage of farm equipment and supplies. It will not be used for the wedding business. There is, simply, a beautiful outdoor area where the weddings would take place.

Parking will take place on a mown hay field and there is ample space available. The road into the property has been improved to accommodate passenger cars and the intersection of that road with South Weber Drive has been improved to allow sufficient sight distance.

Mr. Brumfield has received a letter from the Davis County Health Department indicating no restroom facilities are required and no permit is required from them. He has a UDOT access permit.

STAFF RECOMMENDATION: I recommend the Planning Commission approve this conditional use permit with no additional conditions.

SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 13 June 2019

TIME COMMENCED: 6:35 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

PRESENT: COMMISSIONERS:

**Tim Grubb
Debi Pitts
Rob Osborne
Wes Johnson
Taylor Walton**

CITY PLANNER:

Barry Burton

CITY ENGINEER:

Brandon Jones

DEVELOPMENT COORDINATOR:

Kimberli Guill

Transcriber: Minutes transcribed by Michelle Clark

A PUBLIC WORK MEETING was held at 6:00 p.m. to REVIEW AGENDA ITEMS

ATTENDEES: Rebecca Reisbeck, Jennifer Lakman, Matt Hall, Mike Bastian, Jean Bambrough, Jacob Armada, Ciele Keller, Fred Cox, Kody Holker, Rob Edwards, Teresa Maass, Karr J. & Jackie West, Brett Dille, Dan & Cathy Bell, Jacob & Angie McReaken, Landy Ukena, Brooke Buchanan, Crystal Hansen, Kris Springer, Ken Heller, Ivan Ray, Reed Smith, DeAnn Hoggan, David Hoggan, Blair Halverson, Courtney Brown, Richard Peek, Melanie Schenck, Jed Schenck, Rod Westbroek, Ryan Mikesell, Candace Mikesell, Todd Glismann, Carolyn Glismann, Jayne Glismann, Melanie Butler, Trish Moakestand, Gary & Helen Schenck, Kenyon & Cathy Orme, Rebecca Marino, Maria Cruz, Kelly Mikesell, Alma Namazi, Victoria Christensen, Janna Bailey, Andy Bailey, and Rob Nilsson.

PLEDGE OF ALLEGIANCE: Commissioner Walton

APPROVAL OF CONSENT AGENDA

- Minutes of 09 May 2019
- Minutes of 23 May 2019

Commissioner Johnson moved to approve the minutes of 09 May 2019 as written. Commissioner Walton seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. Commissioner Pitts abstained. The motion carried.

Commissioner Johnson moved to approve the minutes of 23 May 2019 as written. Commissioner Walton seconded the motion. Commissioners Grubb, Johnson, Pitts, and Walton voted aye. Commissioner Osborne abstained. The motion carried.

DECLARATION OF CONFLICT OF INTEREST: (None)

Commissioner Grubb moved to open the public hearing. Commissioner Pitts seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

***** PUBLIC HEARING *****

Public Hearing and Action on Keith Brumfield Conditional Use Permit at 291 W South Weber Drive, Parcel's (13-004-0043/13-005-0023) 15.88 Acres:

Barry Burton, City Planner, stated Mr. Brumfield operates a 16-acre farm on the west end of town between South Weber Drive and the canal. The area where outdoor weddings would occur is near the canal and quite remote from any residences on South Weber Drive. There is only one existing building on the property; a small shed for storage of farm equipment and supplies. It will not be used for the wedding business. There is, simply, a beautiful outdoor area where the weddings would take place.

Barry explained the parking will take place on a mown hay field and there is ample space available. The road into the property has been improved to accommodate passenger cars and the intersection of that road with South Weber Drive has been improved to allow sufficient sight distance. He said the South Weber Fire Department has reviewed this.

Mr. Brumfield has received a letter from the Davis County Health Department indicating no restroom facilities are required and no permit is required from them. He has a UDOT access permit.

Commissioner Osborne asked for public comment.

Richard Peek, 174 W. South Weber Drive, is concerned about vehicles going up that road and doesn't feel there is adequate access. He said that road has always had problems for many years. He is concerned about a fire truck being able to access. Barry said the fire truck would go through a different access.

Commissioner Grubb moved to close the public hearing. Commissioner Pitts seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

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

Commissioner Grubb said the road is dirt based. Barry said the road has recently been widened and road base. He said the road has been approved. Commissioner Grubb is concerned about the site distance on the curve. Barry said it would probably take quite a bit of excavation to

improve the curve. Commissioner Grubb said UDOT has given approval. He would suggest keeping the vegetation cleared and add a sign for limited site distance. He would also suggest requiring a portable restroom facility. He also suggested some type of requirement for fire protection. Commissioner Osborne would suggest this being a temporary conditional use permit and revisited in one year. Commissioner Grubb stated the Davis/Weber Canal Company does not want anyone accessing the canal. He suggested the possibility of signage not to exceed a certain boundary. Commissioner Walton asked about the sensitive land area. He said Operable Unit #4 is in the area.

Commissioner Grubb moved to approve the Keith Brumfield Conditional Use Permit at 291 W South Weber Drive, Parcel's (13-004-0043/13-005-0023) 15.88 Acres subject to the following:

1. Maintain the road going up to the property off of South Weber Drive with a stable surface.
2. Fire approval for open flame events.
3. Provide bathroom facility during the event.
4. Clear vegetation along the hillside to help with the site distance on the curve.
5. Add signage that would give warning of limited site distance as you exit the property.
6. Add signage at top of property next to Davis/Weber Canal property to keep away.
7. One year review from issuance of this conditional use permit.

Commissioner Walton seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

Commissioner Grubb moved to open the public hearing. Commissioner Johnson seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

***** PUBLIC HEARING *****

Public Hearing and Action on Zone Change at approx. 1589 E South Weber Drive, 3.67 acres on Parcels (13-030-0003, 13-012-0057, 13-012-0061, 13-012-0074) from C, R-M & A to R-H by Developer Ray Creek LLC: Commissioner Osborne stated there are two parts to this property. He said we are discussing the rezone first. He reminded individuals to state their name and address for the record and not repeat the comments.

Kody Holker, developer Ray Creek LLC, said this parcel is across the street from the city office. He said there are currently three zones. He said in the present zone he feels the property is not useable. He said there has not been enthusiasm for commercial. He feels the high density is the best use and is a diverse use in the city. He said this property does have developmental challenges.

Commissioner Osborne asked if there was any public comment.

Jacob McReaken, 1453 E. 7500 S. believes residential high density is not the best location for this property. He did submit a letter to the city. He asked how does approving this rezone accomplishes the master goal of the City Master Plan. He said the setbacks are 15' and there is no landscape. He said there has been no traffic study. He is concerned about the low visibility. The proposal doesn't address fencing. He said there are no internal sidewalks. He feels that is a safety hazard because there isn't an adequate place for children to play.

Jed Schenk, 1630 South Weber Drive, said he is concerned about that property. He has lived in this city for over 40 years. He said years ago everyone went to Ray's Market for gas and milk. He said South Weber has always been about being a community. He said if we continue to throw in more townhomes and high density, then it changes what this city is all about.

Rod Wesbroek, 7903 S. 2800 E., said Jed explained why each one of us moved here for the country charm. He served on the Planning Commission when the City Master Plan was reviewed. He said at that time it was evident that the citizens didn't want high density in this city. He is concerned about setting a precedent.

Candice Mikesome, 1670 E. South Weber Drive, read from the City Master Plan concerning the small-town charm of this city. She understands growth is inevitable. She then quoted from the city's newsletter where the Mayor addresses some of these concerns. She said if this is rezoned high density, there is concern for traffic build up.

Cicele Keller, 7506 S. Sandalwood Drive, she lives in the townhomes behind this property. She is concerned about safety for her children.

Courtney Brown, 1484 E. 7500 S., is concerned about everything being brand new. She said there is something unique about this city and if we change the look, it changes the city.

Todd Glismann, 1590 E. South Weber Drive, said he is concerned about the increase of traffic this rezone would allow. He feels that the city needs to work on getting tax revenue.

Trish Maxstead, 7451 S. Sandalwood Drive, she moved to South Weber City because of the country feel. She said the more city you bring into a small town, the more problems you are inviting. She likes the small town feel and she doesn't like how South Weber City is changing.

DeAnn Hoggan, 7701 S. 1650 E., she is concerned about the traffic issue on 1550 East. She feels this intersection can't support more growth.

Jana Bailey, 7460 S. 1475 E., said she has served on the community council for South Weber Elementary School and they have reviewed the safe routing plan. She said it is difficult to get the children safely to school because of the amount of traffic. She said these kids do not ride the bus but walk and ride their bikes.

Nicki Petersen, 1820 E. South Weber Drive, said she lives next to the Sun Ray Subdivision, in which the developers of this subdivision are interested in this rezone and developing this property. She said they discussed with this developer about putting in a vinyl fence. She said the developer has done nothing and she has cattle. She said there is an area where the developer has brought in so much fill and now part of our fence is a 3' fence. She said promises have been

made and the developer has not followed through with them. She stated if another development happens with this developer there will be more problems.

Kris Springer, 1640 E. Bateman Way, said this development will probably be a home owner's association (HOA). He said there are problems that come with an HOA's.

Barry Burton's memo of 5 June 2019 is as follows:

This proposal is to rezone 3.67 acres of land from the C and A zones to the R-H zone. This is the site of the old Ray's Valley Service and the adjacent Harold Ray property. It also includes the home site immediately west of the old store. The applicant, Ray Creek LLC, is seeking approval to build a 39-unit townhome development on the site.

Even though the property is currently mostly zoned C and is projected to stay that way in the current General Plan, this site has been discussed as part of our ongoing General Plan Update process. In those discussions, the Planning Commission determined that it would be proposing to change the designation to high density housing. This proposal is a little ahead of the General Plan process, but not out of character with discussed changes.

Recommendation: I recommend the PC recommend approval of the rezone request to the City Council based on expected changes to the General Plan. This project will also help us meet moderate income housing goals.

Commissioner Grubb moved to close the public hearing. Commissioner Pitts seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

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

Commissioner Grubb stated every one of you has a right to take your piece of property with a dream and apply to the city, and rules need to be followed. He said we do review these applications. He said the Planning Commission has had discussions with what to do with this property, which it doesn't look as though commercial will continue to work there. He said the Planning Commission does understand the safety issues with South Weber Drive. He said there are so many items that would need to be discussed even if this property is rezoned. He discussed this rezone request being premature because the Planning Commission is currently reviewing the City Master Plan. He feels that just because it says it is high density, doesn't mean it can't have country charm.

Commissioner Osborne said as it sits today the City Master Plan identifies this area as commercial. He also feels we are getting a little bit ahead of ourselves. Commissioner Johnson said he moved to Utah in 1985 and looked at numerous communities in the area. He said South Weber City has openness for him to raise his family. He said since the Planning Commission is in the process of reviewing the City Master Plan public input is vital. He feels it is too early to make this rezone change at this time. Commissioner Pitts said her thoughts have already been voiced. Commissioner Grubb suggested the community stay involved with this process. Commissioner Osborne suggested tabling the rezone for six months until the City Master Plan is amended.

Commissioner Johnson moved to table the Zone Change at approx. 1589 E South Weber Drive, 3.67 acres on Parcels (13-030-0003, 13-012-0057, 13-012-0061, 13-012-0074) from C, R-M & A to R-H by Developer Ray Creek LLC until after the City Master Plan is updated. Commissioner Grubb seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

Commissioner Grubb moved to open the public hearing. Commissioner Walton seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

***** PUBLIC HEARING *****

Public Hearing and Action on Preliminary Approval on Ray's Village Subdivision at approx. 1589 South Weber Drive 3.67 acres on Parcels (13-030-0003, 13-012-0057, 13-012-0061, 13-012-0074) by Developer Rob Edwards:

Kody Holker said he has looked at how to make the community better, and he has not been successful with commercial development. He said it is not reasonable to have three zones on this parcel. He has explored a city center but it doesn't make sense to bring more traffic. He said the City Engineer holds us to the highest standards and we have met those standards. He has worked with the City Planner every step of the way. He said to attract a lender it has to be feasible. He said the proper zone is not commercial.

Commissioner Osborne said the cell phone tower should probably be a separate piece. Rob Edwards said the cell phone tower will be part of the CC&R's. Barry said that was discussed in the Sketch Plan Meeting.

Candace Mikesell, 1671 E. South Weber Drive, said she is sorry but this is the first time the public has seen this plan.

Kris Springer, 1640 E. Bateman Way, said he moved to South Weber City in 2001. He said there are 68 high density townhomes right now behind this property. He said we were told we needed 4 acres of green space. He said there are also 15 homes with yards. He said this proposed development has no green space.

Todd Glismann, 1590 E. South Weber Drive, asked how the utilities will be rerouted. Barry said there will be easements required. He is concerned about the EMF's that a cell tower puts off. He isn't sure that is something we want in the middle of a residential community. He is also concerned about snow removal.

Kenyon Orme, 1601 E. Sandalwood, said he sent an email to the city. He wants to make sure items in that email are considered. He heard about this hearing through social media.

Jed Schenck, 1639 E. South Weber Drive, said he thinks nice residential homes would be good for that property.

Becky Marino 1585 E. Sandalwood Drive said all the green space in our HOA is not available for a new townhome green space. She would ask for a fence because they don't have any right to use the Sandalwood Subdivision green space.

Rob Nilsson, 7218 S. 1700 E., said South Weber City is not Ogden or Layton. He said we don't want these developers coming in here. He said maybe we just don't want to be developed. He said we don't need outside influence.

Todd Glismann, 1590 E. South Weber Drive, suggested the city purchase that property and put in a memorial park. He said it will give more park space. This will allow for families to have picnics and sit and watch the parade.

Barry Burton's memo of 5 June 2019 is as follows:

General: The project would put 39 townhome units on 3.67 acres for 10.6 units/acre. There would also be a separate parcel within the project for the existing cell phone tower. The City's well and associated property is not part of the project.

Layout: The project is split into two phases in two, more or less triangular pieces of the site. There would be an interior private road going through the project with an access onto South Weber Drive at the east end and an access onto 1550 East on the west end. The layout seems to provide reasonable access to all units as well as emergency vehicles and should minimize friction with South Weber Drive traffic. No units will front on South Weber Drive.

Staff asked for and received a revised plan that kept the detention basins out of the tier 1 protection area for the City well. The open space exceeds the 30% requirement. There is a main waterline and a sewer line that traverse the site as well as a communications cable. These utilities are showing adequate easement protection.

There is an overhead powerline going through the site that appears to be going over the top of four or five of the units. We will need to make sure there is adequate separation from the buildings to those lines.

Architecture: We don't have a lot of information about the architecture at this point. All we have are some floor plan schematics. This is something we can address at final approval.

Recommendation: I recommend approval of the Preliminary Plan with the condition that the rezone be approved by the City Council and provided there is adequate separation between the powerlines and the buildings.

Brandon Jones memo of 6 June 2019 is as follows:

Our office has completed a review of the Preliminary Plans for the Ray's Village Development, dated May 30, 2019. We recommend approval subject to the property being rezoned and the following items being addressed prior to approval from the City Council. Some items are mentioned for information purposes only.

GENERAL

1. Design plans need to be submitted to the South Weber Water Improvement District and an approval letter provided indicating that the improvement plans meet their requirements.
2. The South Weber Fire Department needs to review and provide documentation that the proposed development meets fire code.
3. A full geotechnical report must be provided, and all recommendations complied with.
4. The subject property currently has two access points on South Weber Drive (SR-60). Since the location and use of the access point is changing significantly, the Developer must receive the required Access Permit from UDOT.
5. The City is responsible for protecting their culinary water well from any potential contamination sources (PCS's). The State requires that all Public Water Systems provide a Drinking Water Source Protection Plan (DWSP) in accordance with Utah Administrative Code, Rule R309-600 for all of their water sources. The DWSP prepared for the South Weber Well is dated October 2015. The Plan identifies 4 different protection zones. Each zone has different restrictions. The proposed development has ground affecting Zone 1 and Zone 2. These are the most critical zones, as they are closest in proximity to the well and have the highest potential contamination risks.

In Section 6, Table 6-I identifies the four different protection zones, a list of PCS's and their associated restrictions per zone. Based on this table, there are 2 PCS's that ought to be addressed (on following page):

Potential Contamination Sources (PCS's)	Protection Zones		
	1	2	3 & 4
Residential pesticide / herbicide / fertilizer	Prohibited	Allowed	Allowed
Detention / retention basin	Prohibited	Restricted	Allowed

PLAT

6. Addresses for the development will be provided by our office.
7. The interior road needs to be given a name and labeled as a "Private Road."
8. The DWSP Zones 1 and 2 should be shown and labeled accordingly. Restriction language should be included.
9. Utility easements will need to be provided and clearly labeled for all existing and proposed utilities. For existing utilities, a signature block will need to be provided as an acknowledgement of the easement shown on the plat.
10. Although private ownership is being shown all the way to boundary line, the structures will need to comply with all setbacks (30' front, 30' rear, 10' side, 20' side adjacent to a street).
11. The section of 1550 East adjacent to this development is owned by South Weber City, but not dedicated as ROW. We would recommend having that parcel included with the plat and dedicated as ROW. This means that the City will need to sign the plat as an owner in addition to their traditional signature blocks.
12. The property line on the south west corner adjacent to 1550 East is offset from the ROW line to the south. A small portion of property should be dedicated to the ROW to clean up this line. This is also needed in order to provide ROW for the sidewalk (see item #18).

IMPROVEMENT PLANS

13. The 24" storm drain on the west being re-routed does not need to be contained within the subdivision boundary. It can be placed in the adjacent city parcel or the road.
14. All storm water must be kept on site and drained through the proposed detention basins. The ground must be graded or additional inlet boxes provided so that no storm water drains onto adjacent property.
15. The material type and location of fencing needs to be specifically called out.
 - a. There should be a fence between the Subdivision and the Reisbeck property. However, this will put the fence in the waterline easement, running parallel to the waterline. There are also patio fences showing into the waterline easement, restricting the access to the waterline. Public Works needs to clarify what will work for them in this situation.
16. All waterlines must be DIP cl-51 poly-wrapped.
17. All water services are a minimum of 1" (not ¾").
18. A city standard sidewalk needs to be provided along 1550 East. We would recommend that it be located against the back of curb (6' wide), as it appears there is not enough room for a parkstrip without dedicating more property to the ROW. Any curb and gutter not in good condition or settled will need to be replaced prior to the sidewalk being installed.
19. A Landscape Plan will need to be provided.
20. All provisions required in City Code 10-5C-10: Special Conditions, must be met.

Commissioner Grubb moved to close the public hearing. Commissioner Johnson seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

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

Commissioner Grubb said there are a number of items that have been noted that need to be looked at. He said having the proper setbacks, high number of units, small garages, safety issues with connecting to busy roads, lack of open space etc. He apologized that the developer has gotten this far when we are still in the middle of reviewing the City Master Plan.

Commissioner Grubb moved to table the Preliminary Approval on Ray's Village Subdivision at approx. 1589 South Weber Drive 3.67 acres on Parcels (13-030-0003, 13-012-0057, 13-012-0061, 13-012-0074) by Developer Rob Edwards until the City Master Plan is

amended. Also, to include to allow for another public hearing. Commissioner Johnson seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

Commissioner Johnson said the City Master Plan will have public input prior to the six month completion. It was estimated this will be in September. Commissioner Osborne said an open house will be held and information put on the city website for public comments.

Action on Development Agreement for The Lofts at Deer Run (Mixed Use) Subdivision at approximately 7870 S 2700 E. 3.29 acres on 7 Parcels by Sunset Development: Joseph Cook, of Deer Run Investments LLC, stated the agreement needs to be amended to Deer Run Investments LLC. He then discussed paragraph 3 and suggested approving based on exhibit A. He said paragraph 5 concerning the sewer capacity, there is presently capacity and we would like to see it included in paragraph 5 that it is available now. Barry said technically, the capacity is not there now, but practically it is there. He said to meet the State statute we are not there, but by next year we should be able to. He said factually we don't have the legal capacity. He said Brandon is stating the capacity does not meet State statute and the city is working on that. Barry said building permits will be issued and occupancy granted once impact fees are paid. Ivan Ray said Davis/Weber Canal Company lined the canal and there are casings. Barry said we can add that sewer will not impede those things taking place.

Barry discussed paragraph 6. Commissioner Osborne suggested a certain percentage of commercial filled before the city approves residential spots. He would like to see that added to the development agreement. Commissioner Grubb said the Planning Commission is trying to make sure the commercial space is filled. Joseph suggested creating an incentive zone. Commissioner Grubb said we may need to look at phasing. Barry suggested looking at phasing with the first phase being the commercial and residential facing the frontage road first. Commissioner Osborne is concerned about the commercial going black. Joseph said at some point the demand and supply will meet together and that is where we will find tenants. Commissioner Walton said without the commercial piece the economic vitality doesn't exist. Fred Cox, architect on the project, said the entire length of this development on the bottom is commercial. Barry said the type of commercial will be service oriented. Joseph said he can't guarantee he will sale residential much less commercial, but he does have incentive. Commissioner Osborne said the city needs to make sure this fits into the community that we want it to be. Barry said but you can't guarantee. Commissioner Osborne said the whole creation of that zone is to make sure we have commercial. Joseph said he has more incentive than the city does to have a nice project.

Barry discussed amendments to development agreement paragraph 3, paragraph 5, paragraph 6, and removing item #12. (SEE ATTACHED DEVELOPMENT AGREEMENT)

Commissioner Grubb moved to recommend to the City Council the approval of the Development Agreement with the amendments for The Lofts at Deer Run (Mixed Use) Subdivision at approximately 7870 S 2700 E. 3.29 acres on 7 Parcels by Sunset Development. Commissioner Walton seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried

General Plan Review

Barry Burton, City Planner, stated Mayor Sjoblom would very much like us to consider another connection into Uintah across the river and I-84 on the east end of the City. Commissioner Grubb said we need to master plan towards something. The Planning Commission agreed.

Barry said the Mayor also suggested we consider a footbridge across the canal where two City parks are on either side at approximately 2100 East 8100 South. This could be included in the Active Transportation Section. The Planning Commission felt this was a good idea.

Barry said do we want to take another look at the one remaining Agricultural designated area on the west end above South Weber Drive. Do we want to keep it as an agricultural designation or is there something else that would be more appropriate? Also, Barry stated we need to look at the vehicle transportation plan in this area. It seems that with South Bench Drive in the picture, we need to make some revisions in this area. The Planning Commission suggested designating it low moderate density residential.

Barry discussed South Weber Population Projections and reviewed the census figures and information from the Gardner Policy Institute at the University of Utah. He said census tells us 3.48 people per household in South Weber City. He said the Gardner Policy is 4.24 people per household. He said depending on which figure he uses; it changes the number of build out. He said at 3.48 the total build out is 12,265. He said we are seeing higher density, but smaller household sizes. He said when it comes to the Moderate-Income Housing Plan the State recommends using the Gardner Policy Institute figures. He has projected 722 dwelling units, and 702 dwelling units proposed or approved.

Barry asked the Planning Commission how they would like the residents to receive notice of and opportunity for input into the proposed Plan update. We have the online map with potential to allow public comments, but how do we get the word out about that. It was stated a table at Country Fair Days, social media, open house, and a notice with the utility bill.

PLANNING COMMISSION ITEMS:

Commissioner Walton: He received an email from Layton City concerning land use study regarding Hill Air Force Base.

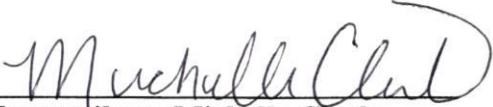
Commissioner Pitts: She suggested the city keep an eye on the developers of the Sun Ray Subdivision. Commissioner Pitts said she volunteered to serve on the trails committee.

Commissioner Osborne: The next Planning Commission will be 11 July 2019.


ADJOURNED: Commissioner Johnson moved to adjourn the Planning Commission meeting at 9:47 p.m. Commissioner Pitts seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted yes. The motion carried.

APPROVED:  Date 11 July 2019

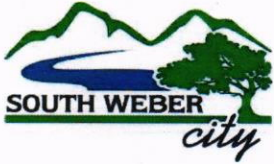
Chairperson: Rob Osborne



Transcriber: Michelle Clark



Attest: Development Coordinator: Kimberli Guill



\$700 + Engineering
\$350 2nd sketch

Keith 1pm

APPLICATION PROCESS: Please submit all requested items and answer all questions as completely as possible, omissions may delay processing. If there are any questions, contact the City Office at (801) 479-3177.

June 13th
P.C

- Application with fee (See current City Fee Schedule)
- Site plan, if applicable
- Copy of the recorded plat showing subject property (clearly marked) and all properties within 300 feet (front, back and sides). This information is available at the Davis County Recorder's Office.
- One set of labels with names and mailing addresses of all property owners within 300 feet of the outer boundary of subject property. Including "Or current resident" is recommended. Names are available at Davis County Assessor's Office. Allow 2 days for processing. The Assessor can also provide the labels for an additional fee.
- A list of the above names and addresses.
- A copy of the fire inspection showing approval. Contact the Fire Marshal to schedule an appointment, 801-540-7094.

Chairs confirmed

Conditional Use Application

CU 19-02

Property Owner: Keith Brumfield Phone: 801-564-4964

Full Mailing Address: 4433 Haven Cr Rd Unit A, West Haven UT 84401

Property Address: 291W. South Weber Dr, South Weber Email: Keith.Brumfield@san@yahoo.com

Proposed Use: Agricultural Parcel Number(s): 13-004-0043 / 13-005-0023

Total Acres: 15.884 Current Zone: _____ If Rezoning, to what zone: _____

Bordering Zones: _____ Surrounding Land Uses: _____

Business Name (if applicable): Event Venue

Anticipated # of Employees: 1 Anticipated # of Customers (Daily): 100 max · Day of use

Available Parking Spaces: 50 Hours of Operation 12 noon - Dark Daylight
MARKS

Residential Units (if applicable): n/a #of Dogs (Kennels Only): n/a

Hours of Operation: n/a

APPLICANT'S AFFIDAVIT

State of Utah)
County of Davis)

I, Keith Brumfield, the sole owner or Authorized Agent of the Owner of the property involved in this application, swear the statements and answers contained herein, in the attached plans, and other exhibits, and that the statements and information above referred to are in all respects true and correct to the best of my knowledge and belief.

I do also hereby give permission to South Weber City to place a city "public notice" sign on the property contained in this application for public notification of the conditional use application and to enter the property to conduct any inspections related to this application.

Date 4 MAY 19 Owner or Agent's Signature [Signature]

Subscribed and sworn to before me on 05-06-19

Notary Public [Signature]



If someone will be acting on behalf of the owner, fill out the information below.

AGENT AUTHORIZATION

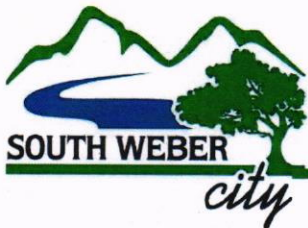
State of Utah)
County of _____)

I, _____, the sole owner(s) of the real property in this application, hereby appoint _____ as my agent with regard to this application and authorize said agent to appear on my behalf before any city commission, board or council considering this application.

Date _____ Owner's Signature _____

Subscribed and sworn to before me on _____

Notary Public _____



1600 E. South Weber Drive
South Weber, UT 84405

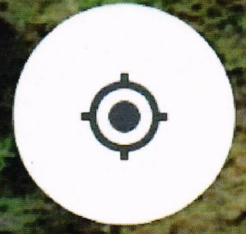
www.southwebercity.com

801-479-3177
FAX 801-479-0066



60

S Weber Dr

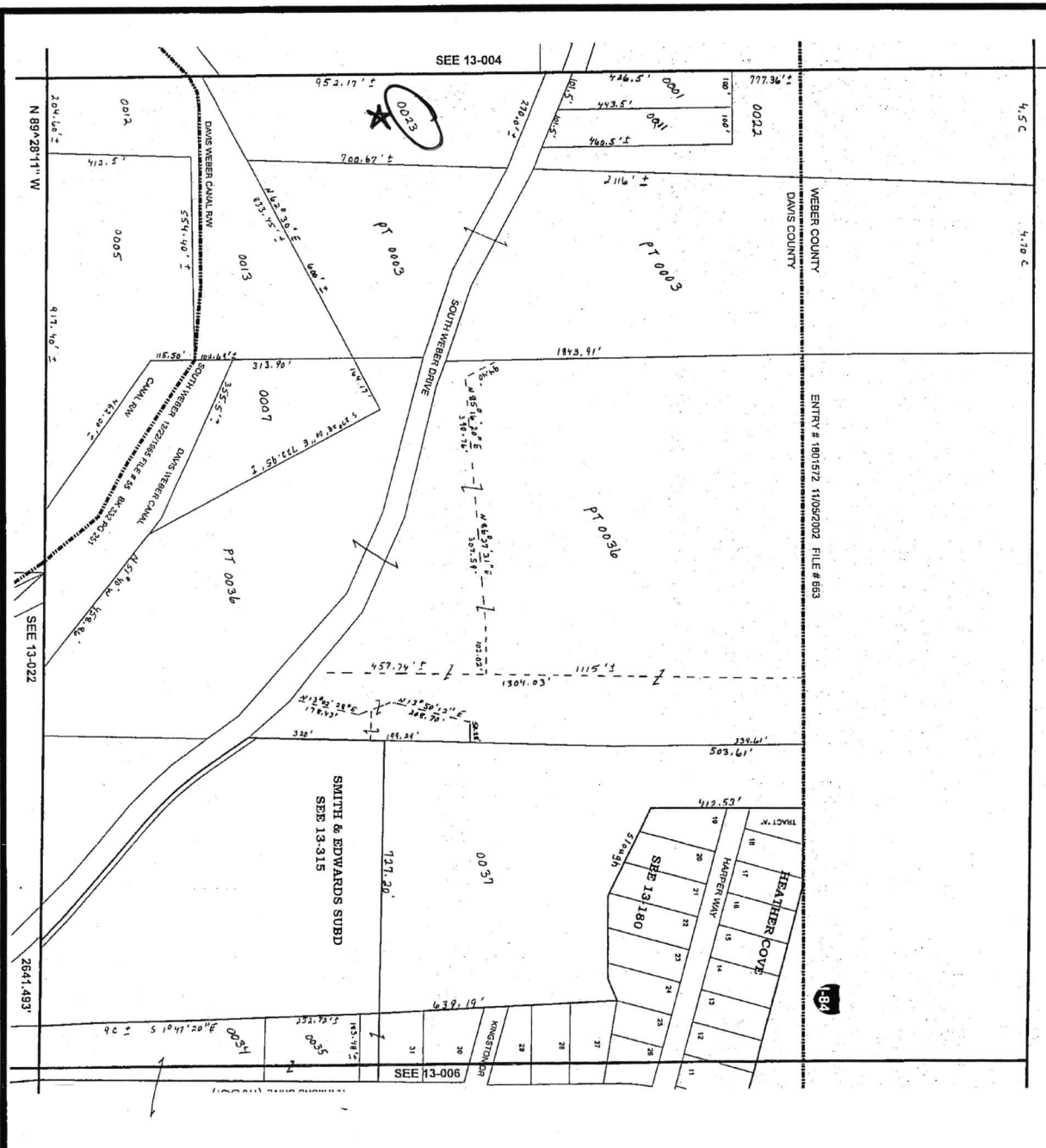


Google



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005



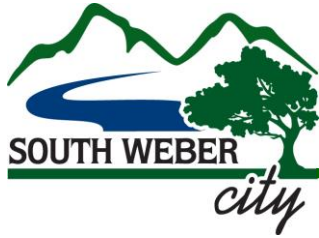
PTD	OWNER	ACRES	PTD	OWNER	ACRES	PTD	OWNER	ACRES
0001	Don K Birt	1.00						
0003	Harry L Peak - TR 5	4.85						
0005	United States of America	4.29						
0007	United States of America	2.71						
0011	Leon Richard Peak	1.04						
0012	United States of America	1.918						
0013	United States of America	3.75						
0023	Harvey L. Peak - TR 5	5.582						
0024	Keith Brownfield	4.45						
0029	T R Ranches, LLC	4.20						
0035	T R Ranches, LLC	1.00						
0036	Harvey D. Roy - TR	3.74						
0037	Elite Training Centers, LLC	12.15						

SW 1/4 SECTION 20, T 5N, R 1W, SLB&M
DAVIS COUNTY UTAH - RECORDER'S OFFICE

SCALE:
1" = 200'



PNRFX
13-005
LAST #



1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

Conditional Use Permit #19-02

Applicant: Brumfield Wedding Chapel

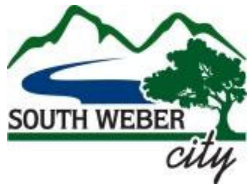
Proposed Use: Outdoor Wedding Services

Address: 291 W South Weber Drive, South Weber UT 84405

Along with compliance to all applicable state and city code, the conditional use for the above applicant at the property listed and the use proposed has been approved by the Planning Commission on **13 June 2019** with the following conditions:

1. Maintain the road going up to the property off South Weber Drive with a stable surface.
2. Fire approval for open flame events.
3. Provide bathroom facility during the event.
4. Clear vegetation along the hillside to help with the site distance on the curve.
5. Add signage that would give warning of limited site distance as you exit the property.
6. Add signage at top of property next to Davis/Weber Canal property to “keep away”.
7. One-year review from issuance of this conditional use permit.

Note: City Staff shall have the right to inspect and enforce conditions. Any non-compliance will be subject to cancellation of this permit. Any requests for change must be made in writing and approved by the Planning Commission in a public meeting.



Council Meeting Date: 3/17/2020

Name: Derek Tolman

Agenda Item: Ambulance and Gurney

Objective: Purchase an Ambulance and Gurney

Background: Our current ambulance is over 20 years old and it shows. We were looking into costs of another ambulance and have quotes of \$110,000-180,000. Good news though. A local fire department (Roy) is willing to sell us one for \$15,000. This ambulance is 5 years old and has less than 100,00 miles on it. They rotate their fleet every five years and said they would be willing to have a continuing agreement to give us the choice to purchase when they rotate. This is an incredible deal. We have the money to make this purchase.

We have also been looking at buying a power gurney. Back injuries are the number one injury that ends the careers of firefighters. Most of these injuries occur while lifting, loading and unloading patients. It would be awful for one of our employees to experience a career ending injury on our watch. Here is some more information on it. Average Costs Per Claim

The National Safety Council compiles workers' compensation statistics in its Injury Facts publication, classifying back injury-related workers' compensation claims according to whether the injury occurred to the lower or upper back.

Upper Back

According to Injury Facts' 2017 data, total costs per claim to the upper back were almost \$34,000.

Lower Back

During the same time frame, workers' comp claims for the lower back amounted to almost \$40,000, or higher than the average cost for injuries to various body parts.

Multiple Body Parts

If the back was injured in conjunction with other body parts, such as head, leg or neck, the cost of the claim surpassed \$64,000, according to the same survey.

Cause of Injury

The ultimate cost of the settlement can also be affected by how the back injury occurred. As per Injury Facts 2017, the average cost of a claim from all causes of injury, including falls and slips, strains and cumulative injuries, is about \$40,000.

<https://www.fireapparatusmagazine.com/2013/01/01/reducing-spinal-load-injuries-for-emts/#gref>

We have received quotes from the two suppliers of power gurney providers. Those are attached.

Summary: We would like council approval for the \$15,000 purchase of an ambulance and the approval to purchase the Stryker Power Lift Gurney setup for \$34,890.65

Committee Recommendation:

Planning Commission Recommendation:

Staff Recommendation:

Attachments:

Budget Amendment: Vehicle Replacement Plan

PSS / PROFESSIONAL SALES AND SERVICE, L.C.

Quality Emergency Vehicles Since 1974

February 19, 2020

South Weber Fire
7365 South 1375 East
South Weber, UT 84405

To Whom It May Concern:

Professional Sales and Service, LC respectfully provides South Weber Fire the following estimate for a new ambulance vehicle. We appreciated the opportunity to work with you now and look forward to helping you with your ambulance needs in the future.

The following proposal reflects a new DEMO Type I ambulance equipped with similar options and feature configuration to the AEV ambulance discussed with you in previous conversations. The proposal is as follows:

One (1) 2019 DEMO AEV Traumahawk Type I 4WD Custom Ambulance

The module body will be 172” long, and have an interior height of 72” inches. It will be mounted on a 2019 Ford F450 Extended Cab 4X4 dual rear wheel cab/chassis. Detail Specification attached.

Ambulance Price	\$192,416.00
DEMO DISCOUNT	-\$10,000.00
Total Delivered Price	\$182,416.00

Take a look at AEV and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. AEV emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. AEV ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a GREAT WORKING ENVIRONMENT. An ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS over the many years the vehicle is in service!! When it comes to quality, durability, customization, AEV continues to be a leader in the ambulance manufacturing industry.

PROPOSAL CONDITIONS

PSS SHOWROOM

1720 Indiana Ave, Salt Lake City, UT 84104
(801) 977-3961 Phone <> (801) 977-3969 Fax

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The following proposal reflects a new Type **I** ambulance equipped with similar options and feature configuration to the AEV ambulance discussed with you in previous conversations. The proposal is as follows:

One (1) 2020 AEV Traumahawk Type I 4WD Custom Ambulance

The module body will be 148-154" long, and have an interior height of 72" inches. It will be mounted on a 2020 Ford F350 Extended Cab 4X4 dual rear wheel cab/chassis. Detail Specification attached.

<i>Ambulance Price</i>	<i>\$173,852.00</i>
<i>Ford Fin Rebate</i>	<i>-\$6,500.00</i>
<i>Freight</i>	<i>\$3,550.00</i>
<i>Graphics Allowance</i>	<i>\$3,500.00</i>
<i>Chevrons Allowance</i>	<i>\$1,550.00</i>
<i>Total Delivered Price</i>	<i>\$175,952.00</i>

Take a look at AEV and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. AEV emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. AEV ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a GREAT WORKING ENVIRONMENT. An ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS over the many years the vehicle is in service!! When it

PSS SHOWROOM

1720 Indiana Ave, Salt Lake City, UT 84104
(801) 977-3961 Phone <> (801) 977-3969 Fax



Tel. 801-955-7448

4175 West 3500 South
West Valley City, Utah 84120

Fax 801-955-7120

South Weber Fire

January 17th 2020

Proposal

Ken Garff West Valley Chrysler, Jeep, Dodge, Ram hereby proposes to furnish you, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the vehicle and equipment herein described and for the following prices listed below. In the event the uses his own purchase order or its own contract pages in lieu of signing the attached contract, it shall be understood by all parties that all terms and conditions of the attached contract and addendum(s) shall take precedence over any and all other documents.

2020 Braun Express + RAM 4x4 Ambulance
For the Sum of \$181,244.00
FOB South Weber UT
Completion 180 days from receipt of PO
Please see attached specifications

No federal, state or local taxes are included in price.

All Vehicles and equipment shall be supplied in accordance with the attached specifications with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by Ken Garff West Valley of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: All Vehicles shall be paid **NET UPON DELIVERY**. (NO EXCEPTION)
All prices or quotations are subject to change or withdrawal unless accepted within 90 days from the date herein set forth.

BY:

A handwritten signature in blue ink that reads 'Wes Robinson'.

Wes Robinson
Ken Garff West Valley Chrysler, Jeep, Dodge, Ram
Government Sales
801-297-7415





Tel. 801-955-7448

4175 West 3500 South
West Valley City, Utah 84120

Fax 801-955-7120

South Weber Fire District

February 20th 2020

Proposal

Ken Garff West Valley Chrysler, Jeep, Dodge, Ram hereby proposes to furnish you, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the vehicle and equipment herein described and for the following prices listed below. In the event the uses his own purchase order or its own contract pages in lieu of signing the attached contract, it shall be understood by all parties that all terms and conditions of the attached contract and addendum(s) shall take precedence over any and all other documents.

(1) 2020 Demers Type 2 Ambulance
For the Sum of \$107,000.00
Completion 150 days from receipt of PO
Please see attached specifications

No federal, state or local taxes are included in price.

All Vehicles and equipment shall be supplied in accordance with the attached specifications with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by Ken Garff West Valley of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: All Vehicles shall be paid NET UPON DELIVERY. (NO EXCEPTION)
All prices or quotations are subject to change or withdrawal unless accepted within 90 days from the date herein set forth.

BY:

Wes Robinson
Ken Garff West Valley Chrysler, Jeep, Dodge, Ram
Government Sales
801-297-7415
wesr@kengarff.com





1170 Production Drive, Van Wert, OH 45891
Tel.: 800.363.7591 Fax: 450.467.6526

Date : 2/13/20
RSM Name : John Scullin
Email : jscullin@demers-ambulances.com

EX

Ambulance Type II (BLS specifications)

Purchaser:

Company Name: Ken Garff Emergency Products
Address: 4175 West 3500 South West Valley UT 84120
Contact: Wes Robinson
wesr@kengarff.com
801-297-7415

Shipping information:

Company: South Weber Fire Dept.
Address:
Contact:

Stock

2019 Chassis price
Conversion

CERTIFICATION REQUIREMENT

KKK-A-1822-F The customer has read and understand the policy of his State on the selected certification requirement. In order to be compliant to that certification, highlighted items must be chosen. The customer accepts that failure to select highlighted options release Demers from having to build my ambulance to these specific requirements. The customer know and understand that taking exception will not preclude the operation of the ambulance in the State.
 CAAS GVS V.1.0

SPECIFICATION TOPICS

- ▶ CHASSIS
- ▶ EMERGENCY LIGHTS & SIREN
- ▶ VEHICLE FEATURES
- ▶ PAINT DECALS AND LETTERING
- ▶ DRIVER'S COMPARTMENT
- ▶ PATIENT COMPARTMENT
- ▶ OXYGEN
- ▶ POWER DISTRIBUTION AND CONTROL SYSTEM
- ▶ INTERIOR COLORS, UPHOLSTERY AND SEATING
- ▶ SPECIAL CONFIGURATION

CHASSIS

- Chassis
 - Sprinter Van 2500
- Engine
 - Engine 3.0L CDI Turbo Diesel (188 hp / 325 lb-ft)
 - Def tank 6,6 gallons
 - Transmission : 7 speed automatic
- Wheelbase
 - 144 inches
- GVWR (Gross vehicle weight rating)
 - 9,050 lbs (4,105 kg)



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EMERGENCY LIGHTS & SIREN

- . Aerodynamic lightweight forward cab riser includes:
 - ▶ 4 red LED flashing light at front
 - ▶ 2 red LED flashing corner lights
 - ▶ 1 clear LED flashing light at center
- STD . Low clearance rear door spoiler :
 - o On door activated with door close
 - ▶ 2 red LED flashing lights
 - ▶ 2 amber LED flashing lights
 - ▶ 2 clear LED scene lights
 - o Inside vehicle activated with door open
 - ▶ 2 red LED flashing lights
 - ▶ 1 amber LED flashing light
 - ▶ 2 clear LED scene lights
- New . Lateral lights includes :
 - ▶ 4 clear LED scene lights
 - ▶ 4 red LED flashing lights
- New . Intersection red ION LED lights (2) on front speakers
- . Red LINZ6 lights (2) on grille
- . Siren amplifiers (100 watt) with 4 tones and Public address (P/A) microphone and two (2) speakers
- . Back up alarm (97db) with override switch
- . Wig-wag in headlights

OPTIONS

- | | Unit price | Total price |
|---------------------------------------------------------------------------------------------------------------|------------|-------------|
| . <u>Front lights</u> | | |
| <input checked="" type="checkbox"/> <i>Additonnal clear LED flashing light at center of forward cab riser</i> | | |
| . <u>Intersection lights</u> | | |
| New <input type="checkbox"/> <i>Intersection clear/red ION LED lights (2) on front speakers</i> | | |
| . <u>Curb and street side upper configuration</u> | | |
| New <input type="checkbox"/> <i>7 X 9 lateral lights includes :</i> | | |
| ▶ 4 clear LED scene lights | | |
| ▶ 4 red LED flashing lights | | |
| . <u>Curb and street side lower configuration</u> | | |
| <input checked="" type="checkbox"/> <i>Two (2) lateral red emergency LED lights over wheel well</i> | | |
| . <u>Rear lights</u> | | |
| <input checked="" type="checkbox"/> <i>Two (2) rear mid-height red emergency LED lights</i> | | |
| . <u>Siren</u> | | |
| New <input type="checkbox"/> <i>Mute OEM horn when siren speakers are activated</i> | | |



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VEHICLE FEATURES

OEM

- Third rear brake light high mount OEM
- Mud-guards
- Spare tire mounted under rear floor in location
- Front lateral stepwell
- Remote Power/Heated mirror with convex mirror
- Undercoating protection
- OEM Fuel-fired heater booster (17,000 BTU)

New

DEMERS

- Output for data recorder
- 1/4 fuel tank filled- up

OPTIONS

- | | Unit price | Total price |
|----------------------------------------------------------------------------------|------------|-------------|
| <input type="checkbox"/> Vehicle delivered with FULL fuel tank | | |
| <input checked="" type="checkbox"/> 1 Anti-skid lateral steps (running boards) | | |
| <input checked="" type="checkbox"/> 1 Aluminum alloy wheels for Mercedes chassis | | |
| <input type="checkbox"/> Tinted privacy glass; side and rear | | |

CONVINIENCE

- OEM back up camera integrated in mirror
- Extra keys (2)
- Aftermarket fast idle (added to chassis price)

OPTIONS

- | | Unit price | Total price |
|-------------------------------------------------------------------------|------------|-------------|
| <input checked="" type="checkbox"/> Interior camera | | |
| o 5 inches display | | |
| <input type="checkbox"/> Anti-theft system * Availability to be defined | | |

PAINT DECALS AND LETTERING

- White OEM exterior paint

OPTION

- Emblems and markings "Star of Life" (3", 12", 16" and 32") "AMBULANCE" (3) and mirrored "AMBULANCE"(1)



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DRIVER'S COMPARTMENT

- OEM
 - 12V DC Outlet, cigarette lighter type (1)
 - Cup holders (4)
 - High capacity air conditioning/heating
 - Black cloth driver and passenger comfort seating package
 - Electronic radio AM/FM stereo with CD and digital clock (includes 4 speakers)

- STD
 - Floor mounted console
 - Switches with LED backlit pictograms
 - "Door ajar" & "Compartment" light
 - New* ◦ Removable document case compartments
 - New* ◦ Removable flare and fire extinguisher compartment
 - Electronic rear control panel integrated
 - Rear air conditioning/heating speed and temperature control with automatic mode
 - Voltmeter
 - Exhaust fan
 - Ceiling lights
 - Coat hooks (2)

OPTIONS - DRIVER'S COMPARTMENT

	Unit price	Total price
1 Glove box (5) holder above driver and passenger seats		
1 Handheld LED spotlight 2000 lumens with trigger type switch and bracket		



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PATIENT COMPARTMENT

- **Curb side configuration**
 - Squad bench with two (2) seating position with 2 pts safety belts and thermoformed molded cushions
 - ▶ Location for cardiac monitor tray on the squad bench
 - ▶ Garbage container in flip down bio hazard bin in squad bench
 - ▶ Auxiliary patient safety straps (3)
- **Street side configuration**
 - Full medical cabinet
 - ▶ Aluminium extrusion structure
 - ▶ Fiberglass/aluminium storage areas
 - ▶ Clear Lexan sliding windows
 - Vertical backboard storage, slide in compartment at rear entry door
- **Forward bulkhead**
 - Cab to module configuration
 - ▶ Pass-through sliding window
 - Front configuration - Curb side
 - ▶ Stair chair compartment
 - ▶ Bag compartment
 - ▶ Lockable compartment with two (2) adjustable shelves with straps
- **Attendant seat**
 - Attendant seat
 - ▶ EVS certified flip up thermoformed attendant seat with 3 points safety belt
- **Cot configuration**
 - Flooring: 3/4 in. (19mm) exterior grade plywood
 - Wall mounted cot configuration
 - Cot fastener system "Stryker" (cot not included)
 - Yellow safety hook
- **Action area control panel**
 - Action wall console (ECC)
 - ▶ Switches and commutators
 - ▶ LED reading lamp
 - ▶ Rear speaker volume control
 - ▶ Temperature control with automatic setting
 - ▶ Power inverter control panel (if equipped)
- **Suction system**
 - Suction pump with disposable canister
- **Climate control system (HVAC)**
 - Separate air conditioning unit
 - Heater tapped on OEM coolant system
 - One (1) exhaust fan for contaminated air
- **Interior lighting**
 - Low and high intensity LED Light in the patient compartment
- **Grab handles and grab rails**
 - Safety yellow grab bar package
 - ▶ Two (2) entry grab bars
 - ▶ One (1) 63" hand rail on ceiling
- **Functionalities**
 - Ceiling
 - ▶ Two (2) recessed/flexible IV hooks in ceiling
 - ▶ Two (2) recessed radio speakers in patient compartment



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OPTIONS - CURB SIDE CONFIGURATION

- | | | Unit price | Total price |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
| COB1 | <input type="checkbox"/> Seating for two (2) passenger, 2 pts safety belts include wheel & post cups for secondary patient on a folding litter (FW# 107C) | | |
| COB2 | <input type="checkbox"/> Seating for two (2) passenger, 6 pts safety belts | | |
| COB3 | <input type="checkbox"/> Captain Seat Configuration : Right wall captain seat, swivel, forward and side facing | | |
| | ▶ Auxiliary console with lighting, exhaust, temperature and patient condition lights control | | |
| | ▶ EVS certified thermoformed seat with three (3) points safety belt | | |
| | ▶ Right side cabinet with garbage disposals and storage drawer | | |
| | ▶ Anchors and straps for backboard | | |
| | ▶ Seat with sliding and flip down backrest | | |
| COB4 | <input type="checkbox"/> Captain Seat Configuration : Right wall captain seat, swivel, forward and side facing | | |
| | ▶ Auxiliary console with lighting, exhaust, temperature and patient condition lights control | | |
| | ▶ EVS certified thermoformed seat with three (3) points safety belt | | |
| | ▶ Right side cabinet with garbage disposals and storage drawer | | |
| | ▶ Seat with offset pivot and flip-up seat bottom for more space | | |
| | • Accessories | | |
| COB5 | <input checked="" type="checkbox"/> 1 Safety net for Squad bench configuration | | |
| COB6 | <input type="checkbox"/> Mount for Cardiac monitor at forward end of squad bench | | |
| COB7 | <input checked="" type="checkbox"/> Technimount cardiac monitor mounting base on Captain Seat cabinet | | |
| COB8 | <input checked="" type="checkbox"/> Technimount cardiac monitor mounting system for Lifepak 15 on Captain Seat cabinet | | |

OPTIONS - PARTITION

- | | | Unit price | Total price |
|------|---------------------------------------------------------------------------------|------------|-------------|
| | • UPPER PARTITION | | |
| FBD1 | <input checked="" type="checkbox"/> 1 Dual lock narcotic box in front partition | | |
| | • ALS COMPARTMENT | | |
| FBD3 | <input type="checkbox"/> Inside access without doors | | |
| FBD4 | <input type="checkbox"/> Lateral access with door | | |
| FBD5 | <input type="checkbox"/> Lateral access with retaining straps | | |
| | • ALS BAG COMPARTMENT | | |
| FBD6 | <input type="checkbox"/> Inside access with door | | |
| FBD7 | <input type="checkbox"/> Inside access with retaining straps | | |

OPTIONS - ATTENDANT SEAT

- | | | Unit price | Total price |
|------|-------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
| STA1 | <input type="checkbox"/> EVS 1860 flip-up certified thermoformed seat equipped with child safety device and 3 pts safety belt | | |

OPTIONS - COT CONFIGURATION

- | | | Unit price | Total price |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
| CPA1 | <input checked="" type="checkbox"/> Universal floor configuration (universal anchoring plates for standard positions included, no floor cutouts & no cot fastener included) | | |
| | • Wall mounted cot configuration | | |
| CPA2 | <input checked="" type="checkbox"/> Ferno main cot fastener | | |
| CPA3 | ○ Yellow safety hook | | |
| | • Left side floor mount cot configuration | | |
| | ○ Wheel guide included | | |
| | ○ <u>Stryker systems</u> | | |
| CPB22 | <input checked="" type="checkbox"/> 1 Floor Plate Stryker Performance-LOAD (no cot fastener included) | | |
| CPD11 | <input type="checkbox"/> Pre-wiring for Inductive Charging Feature | | |
| CPB17 | <input checked="" type="checkbox"/> Stryker Performance-LOAD cot fastener (floor plate included) | | |
| CPD11 | <input checked="" type="checkbox"/> Inductive Charging Feature | | |
| CPB23 | <input checked="" type="checkbox"/> Floor Plate and Pre-wiring Stryker Power-LOAD (no cot fastener included) | | |
| CPB13 | <input checked="" type="checkbox"/> Stryker Power-LOAD cot fastener (floor plate included) | | |
| | ○ <u>Ferno systems</u> | | |
| CPB16 | <input checked="" type="checkbox"/> Ferno Stat Trac (86") cot fastener | | |
| CPD11 | <input checked="" type="checkbox"/> Integrated charging feature for power cot | | |



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OPTIONS - GRAB HANDLES AND GRAB RAILS		Unit price	Total price
<input type="checkbox"/>	Chrome grab bar package		
OPTIONS - FONCTIONNALITIES		Unit price	Total price
<ul style="list-style-type: none"> o <u>Street side upper configuration</u> <ul style="list-style-type: none"> <input type="checkbox"/> Upper cabinet with compartment and flip up door (Reeve's stretcher compartment) <input checked="" type="checkbox"/> Analog clock located in rear console <input checked="" type="checkbox"/> 1 Digital clock in rear console <input type="checkbox"/> Sharps disposal container in ECC <input type="checkbox"/> Solid surface on medical cabinet counter top <input type="checkbox"/> Fire extinguisher (5 lbs) ABC with heavy duty bracket in patient compartment o <u>Curb side upper configuration</u> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Upper glove compartment (4) <input checked="" type="checkbox"/> 1 Upper storage compartment o <u>Ceiling</u> <ul style="list-style-type: none"> <input type="checkbox"/> One (1) additional I.V. hook in ceiling 			

OXYGEN		Unit price	Total price
<ul style="list-style-type: none"> . Vertical holder for main oxygen cylinder type "K" or "M" next to rear right entry door . Oxygen outlets (2) : <ul style="list-style-type: none"> o 2 on left in ECC - Quick Connect Style 			
OPTIONS		Unit price	Total price
<input checked="" type="checkbox"/>	One (1) additional oxygen outlets on right side pad		
<ul style="list-style-type: none"> . Main oxygen control <ul style="list-style-type: none"> <input type="checkbox"/> Flowmeter Quick Connect Style (0-15LPM) <input checked="" type="checkbox"/> Oxygen regulator 0-50 PSI <input checked="" type="checkbox"/> 1 Oxygen regulator with digital oxygen pressure sensor <input type="checkbox"/> Electronic control valve and manual by-pass . Portable oxygen tank storage <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 Portable oxygen cylinder storage for two (2) "D" cylinders located in squad bench <input checked="" type="checkbox"/> Portable oxygen cylinder storage for two (2) "E" cylinders located in squad bench 			



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POWER DISTRIBUTION AND CONTROL SYSTEM

- Demers Electronic Management System (DEMS) - Multiplex system
 - Alternators: 1 X 220 amp.
 - Two (2) OEM batteries
 - Grey 15 amps standard outlet with indicator
 - 12V DC Electrical outlets (cigarette lighter type)
 - One (1) in rear ECC
 - One (1) in the ALS compartment
 - One (1) on the right wall
 - 120V AC Duplex Electrical outlets (hospital grade with indicator light), GFCI protected
 - One (1) in ECC GFCI protected
 - One (1) in the ALS compartment
 - One (1) in the right wall
 - Pre-wiring for 1000W power Inverter/Charger

OPTIONS

		Unit price	Total price
NEW	<input checked="" type="checkbox"/> Yellow 15 amps Kusmaull Super Auto Eject outlet with indicator		
NEW	<input checked="" type="checkbox"/> Power inverter/charger (Xantrex Freedom XC True Sine 1000W)		
	<input type="checkbox"/> Multiplex system interface cable for remote diagnosis		

RADIO COMMUNICATION

- SCA13 STD • Data recorder available signals through universal connector in electrical compartment behind driver seat
Ignition, left and right flasher, hood sw, rpm, vss, maintenance indicator, speed indicator, module doors signal, passenger and driver door signal, siren output, siren speakers, primary and secondary emergency lights, brake.
- SCA14 STD • Radio communication compartment with universal board, blade type fuse panels and harness to power the radio communication devices (12V battery feed, ground, ignition).
- SCA15 Antenna coaxial cables (2) pre-wiring (routed from front cab to radio communication compart.)

INTERIOR COLORS, UPHOLSTERY AND SEATING

		Unit price	Total price
	○ Floor : Slip resistant, bacteriostatic and anti-static floor covering material; .098 in. (2.5mm) thickness rolled-up 3 in. (75mm)		
FTA10 STD	○ Insulation (1/8 in. etafoam) between chassis and floor boards		
	• <u>Lon seal</u>		
FTA11 STD	<input checked="" type="checkbox"/> Lon seal, Lon plate II, Gun metal		
FTA12	<input type="checkbox"/> Lon seal, Lon plate II, Mica		
FTA13	<input type="checkbox"/> Lon seal, Lon coin II Flecks, Onyx		
FTA14	<input type="checkbox"/> Lon seal, Lon coin II Flecks, Moonstone		
FTA15	<input type="checkbox"/> Altro, Designer, Midnight		
FTA17	<input type="checkbox"/> Lonseal, Loncoin II, Navy blue		
	○ Ceiling : Light grey		
	○ Walls : Light grey		
	○ Furnitures: Light grey		
	○ Lower section: Dark grey		
FTA18	○ Upholstery: Cobalt Blue		
FTA19	Safety Yellow		



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Date : 2/13/20
 RSM Name : John Scullin
 Email : jscullin@demers-ambulances.com

SPECIAL CONFIGURATION

Long lead-time option (for administrative use only)

- No Cot Loading System
- Aluminum alloy wheels for Mercedes chassis

PAINT SELECTION

New	Description	Unit price	Total price
STD	<p>1 Standard OEM Chassis - White</p> <ul style="list-style-type: none"> • Option 1: OEM Paint (no charge) <p><input checked="" type="checkbox"/> Customized Chassis Color</p> <ul style="list-style-type: none"> • Option 2: Urethane Paint Axalta Imron + Urethane Clear / All colors <p>Description of Paint Option: OEM Paint</p> <p>Paint Information (for Reference and color-match with Dupont paint brand) : Paint Brand & Code <input type="text" value="Example: PPG 123456789 Race Red"/> <small>*Note: We will color-match PPG, BASF, Sherwin William, Pierce</small></p> <p>Paint Design Description (attach pictures): <input type="text" value="ENTER DETAILED DESCRIPTION OF DESIGN"/></p>		
	<p><input type="checkbox"/> Custom striping and identifications (Description needed below)</p> <p>_____</p> <p>_____</p> <p>_____</p>	Price on Request	
	<p><input type="checkbox"/> Custom radio communication installation (Description needed below)</p> <p>_____</p> <p>_____</p> <p>_____</p>	Price on Request	
	<p><input type="checkbox"/> Custom Stretcher (Description needed below)</p> <p>_____</p> <p>_____</p> <p>_____</p>	Price on Request	



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COMMENTS OR SPECIAL NOTES		11	
Custom Option Request		Unit price	Total price
<input checked="" type="checkbox"/> 1	Please change Chassis to a 4X4		
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00
<input type="checkbox"/>			\$0.00



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**BASE PRICE & STANDARD
 OPTIONS
 CUSTOM ITEMS
 ESTIMATE FREIGHT (to be re-evaluated at time of shipping)
 DOCUMENT PROCESSING FEE**

SUBTOTAL	USD	###
CHASSIS DISCOUNT (if applicable)	<i>negative value</i>	
VOLUME DISCOUNT (if applicable)	<i>negative value</i>	
TRADE-IN	<i>negative value</i>	
TOTAL:	USD	###

Payment Terms:
Ex-Works

USD 107,000.00
 Valid for 30 days only

This quote is prepared in accordance to your specifications and will become an integral part of your contract.

The buyer acknowledges that by accepting this quote, he commits to take possession of the vehicle according to the delivery agreement between himself and Demers Ambulance Manufacturer Inc. (dba Demers Ambulances.) All sales have ex-works factory terms, are final, are payable upon delivery by certified cheque, pre-approved electronic bank transfer and/or by financing contract prepared and signed on the acceptance or delivery date whichever is sooner.

Title of the vehicle will be issued to the buyer once payment of the invoice has been received in full.

PROJECTED DELIVER

 Date of final approval

 Ken Garff Emergency Products
 Purchaser

The parties acknowledge that the Demers Ambulances employee, in performing his duties, is solely acting as an employee of Demers Ambulances and is not authorized to assume any liabilities, duties or obligations, enter into any transaction in the name of Demers Ambulances nor bind Demers Ambulances in any way. Any and all transactions entered into on behalf of Demers Ambulances shall be authorized by a director, officer or any other representative of Demers Ambulances at the head office of Demers Ambulance USA

 Demers Ambulance USA Inc. Representative

 Date of final approval



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Date : 2/13/20
RSM Name : John Scullin
Email : jscullin@demers-ambulances.com

AUTHORIZED DEALER OR DIRECT CUSTOMER ("PURCHASER")

Company **Ken Garff Emergency Products**
Contact **Wes Robinson**
Address **4175 West 3500 South West Valley UT 84120**
Email **wesr@kengarff.com**
Phone **801-297-7415**

END USER / FINAL CUSTOMER (If Applicable):

Company _____
Contact _____
Address _____
Email _____
Phone _____



PURCHASE AGREEMENT (Rev5_2018-11-16)

CONTROLLING TERMS AND CONDITIONS

Demers Ambulance USA Inc. sale of goods with respect to the production, modification, and sale of ambulances and vehicles ("Vehicles") is strictly subject to the terms and conditions of this Purchase Agreement. Purchaser's acceptance of the Vehicles and/or services of Demers Ambulance USA Inc. is expressly conditioned upon Purchaser's consent to such Terms and Conditions. Upon Purchaser's signature to these Terms and Conditions, Purchaser shall be considered to have consented and agreed to the Terms and Conditions stated below.

This Agreement is expressly limited to these Terms and Conditions. The Terms and Conditions of this Agreement prevail over any other terms or conditions contained in any other documentation, and any provision of Purchaser's order or other communication in conflict with these Terms and Conditions is expressly rejected, unless in direct conflict with a provision from (i) a valid and effective Demers Ambulance USA Inc Dealer Sales and Service Agreement signed between Demers Ambulance USA Inc. and the Purchaser, (ii) a Purchasing Group agreement that Demers Ambulance USA Inc. has agreed to adhere to or (iii) a request for quote (RFQ) for which Demers Ambulance USA Inc. has submitted to bid. Stenographic and clerical errors are subject to correction. No additions or modifications to these Terms and Conditions shall be valid unless confirmed in writing by Demers Ambulance USA Inc. Demers Ambulance USA Inc. is not bound to furnish its Vehicles or services except in accordance with these Terms and Conditions.

GOVERNING LAW AND VENUE

Any question concerning the validity or interpretation of these Terms and Conditions, or of any of the rights or obligations of the parties hereunder, shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Any and all actions or proceedings, at law or in equity, to enforce or interpret the provisions of these Terms and Conditions shall be litigated in courts having situs within the County of Van Wert, State of Ohio. EACH PARTY HERETO AGREES AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL OR STATE COURT LOCATED WITHIN THE COUNTY OF VAN WERT, STATE OF OHIO, OR THE UNITED STATES FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO (WESTERN DISTRICT), FOR ANY DISPUTES ARISING HEREUNDER. Each party agrees that any service of process in such action or proceeding may be made by personal service upon such party wherever such party may be then located, or by certified or registered mail directed to such party at such party's last known address. Further, each Purchaser and Demers Ambulance USA Inc. irrevocably waives any immunity, defense, motion, and objection from the personal jurisdiction of any such court or from any legal process therein.

ORDER TRANSMISSION AND APPROVAL

Order must be received either by fax or email. To be valid for processing, the Purchaser must include (i) this signed Purchase Agreement, (ii) the signed Sales Order with initials on each page, (iii) all applicable paint and graphics codes and, if applicable (iv) custom chassis specifications. Only the signature of Purchaser's principal, or duly authorized representative, will be recognized as valid signatures.

Confirmed orders will be duly signed by a director or an authorized representative of Demers Ambulance USA Inc. located at its head office.

DOWN PAYMENT

Demers Ambulance USA Inc. may, at its discretion, require a down payment equivalent to 25% of the total price of the vehicle. Such down payment may be required for special orders or cases deemed to require additional financial guarantee. In such cases, Demers Ambulance USA Inc. will initiate the planning, purchasing and production of the vehicles once the funds have been received.

BUILD SPECIFICATIONS

Upon completion of an order review by Demers Ambulance USA Inc., the final specifications, drawings and pricing will be approved in writing by the Purchaser ("Final Order"). This order will be manufactured per the specifications of the Final Order. Drawings are for visual reference only, in the case of discrepancy between the specifications and the drawings, the specifications will supersede. Any change to the specifications of the Final Order ("Order Modification") must be mutually approved in writing by Purchaser and Demers Ambulance USA Inc. Approval of Order Modification is subject to the nature of the change, the timing of the change and the disruption such change may have on operations. Although unlikely, upon discontinuation of key materials in the Final Order specifications, Demers Ambulance USA Inc. shall substitute, at its sole discretion, a like or similar material. If no like or similar material is available, the Purchaser will receive full price credit for said material or may select an upgraded material at the additional change in price.

Material furnished by the Purchaser for installation in the Vehicles will (i) be of new product (ii) be delivered to the dedicated factory specified by Demers Ambulance USA Inc. with complete installation instructions by the date identified on the Customer Supplied Equipment Checklist, and (iii) be individually identified, marked accordingly, and accompanied by the Customer Supplied Equipment Checklist when shipped to Demers Ambulance USA Inc. Material must be shipped to Demers Ambulance USA Inc. as per the instructions and procedure communicated. Material furnished by the Purchaser not received timely will be deleted from the order. Demers Ambulance USA Inc. shall not be held responsible for said material or its operation in any way and Purchaser hereby agrees to indemnify and hold harmless Demers Ambulance USA Inc. and its successors and assigns from against all liabilities, obligations, costs, losses, demands, actions, proceedings, claims, damages, and penalties (including, without limitation, all attorney fees) incurred or suffered by Demers Ambulance USA Inc. and arising out of or relating to any furnished materials by the Purchaser.

DELIVERY TIMES

Communicated lead times and delivery expectations by Demers Ambulance USA Inc. are approximate and not guaranteed unless specified in the Final Order specifications. Lead times will be extended for Change Orders, delays from the chassis OEM and Force Majeure.

INSURANCE

Prior to shipment, Demers Ambulance USA Inc. shall be supplied with proof of insurance protecting against loss and physical damage to the Vehicles, naming Demers Ambulance USA Inc. as loss payee. Such insurance shall remain in full



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PURCHASE AGREEMENT (Rev5_2018-11-16)

force and effect until such time as Demers Ambulance USA Inc. receives payment in full for the Vehicle

INVOICING

Unless otherwise agreed to in writing, upon completion of production and quality inspection by Demers Ambulance USA Inc., the vehicle is declared ready for delivery and an invoice will be immediately forwarded to the Purchaser

SHIPMENT

Shipping Terms are Ex-Works Factories (EXW Incoterms 2010) In the event multiple Vehicles are purchased, Demers Ambulance USA Inc. reserves the right to make partial release. Risk of loss for damage and responsibility shall pass from Demers Ambulance USA Inc. to Purchaser upon release to and receipt by the Purchaser, or to and receipt by the Purchaser's appointed third party carrier at Demers Ambulance USA Inc.' shipping point. Any claims for damages suffered in transit are the responsibility of Purchaser and shall be submitted by Purchaser directly to the carrier. If shipment or any other act or condition affecting payment for the Vehicles or any part of them shall be delayed on account of Purchaser, payment shall be due as if shipment had been made, and a reasonable storage charge may be made and such storage shall be at the risk of Purchaser. Demers Ambulance USA Inc. shall not be liable for any direct, indirect, consequential, special, or incidental losses or damages resulting from its delay in shipment. The transfer of the risk of loss for damage and responsibility shall remain as described in this section, even in the event the Purchaser mandate Demers Ambulance USA Inc. to appoint a third party driver to deliver a vehicle from its factories to a drop shipment point mutually agreed upon, in order to facilitate the physical transfer of the vehicle.

NON-DELIVERY

The quantity of any Vehicles as recorded by Demers Ambulance USA Inc. upon dispatch from Demers Ambulance USA Inc.' place of business is conclusive evidence of the quantity of Vehicles received by Purchaser upon delivery unless Purchaser can provide conclusive evidence proving the contrary. Demers Ambulance USA Inc. shall not be liable for any non-delivery of Vehicles, even if caused by Demers Ambulance USA Inc.' negligence, unless Purchaser gives written notice to Demers Ambulance USA Inc. of the non-delivery within 10-days of the date when the Vehicles would in the ordinary course of events have been received. Any liability of Demers Ambulance USA Inc. for non-delivery of the Vehicles shall be limited to replacing the Vehicles within a reasonable time or adjusting the invoice respecting such Vehicles to reflect the actual quantity delivered.

ACCEPTANCE

Purchaser shall inspect Vehicles within 10-days of invoice. Vehicles furnished or services performed by Demers Ambulance USA Inc. in all events are deemed fully accepted within 10-days of invoice, and 2 days after the delivery to the Purchaser's premises in case no inspection was completed by the Purchaser at the factory prior to shipment, unless Purchaser rightfully rejects Vehicles within such period by written notice to Demers Ambulance USA Inc. setting forth all the defects upon which the rejection is claimed. Purchaser's claims for damage or shortage in transit must be filed by Purchaser directly against the carrier. Defective Vehicles shall be held for Demers Ambulance USA Inc.' inspection or disposition.

PAYMENT AND TITLE

All payments shall be made in U.S. dollars by cashier's check or wire transfer. Payment terms are Payable on Receipt, unless otherwise determined by an applicable program. MSO and title are released to Purchaser upon payment in full, including any related interest, shipping expenses, and other related costs and expenses to Demers Ambulance USA Inc. or to the appointed floorplan financing company.

Demers Ambulance USA Inc. may, at its discretion, require the Purchaser to settle any pending past due amount prior to the release of the MSO and title. It may also, at its discretion, apply any credit posted to the Purchaser's account in order to reduce any balance due.

As collateral security for the payment of the purchase price of the Vehicles, Purchaser hereby grants to Demers Ambulance USA Inc. a lien on and security interest in and to all of the right, title, and interest of Purchaser in, to, and under the Vehicles, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds, including insurance proceeds, of the foregoing.

CANCELLATION

Demers Ambulance USA Inc. may, in its sole discretion, and without liability or penalty, cancel this order if Demers Ambulance USA Inc. determines that Purchaser (i) fails to pay any amount due under these Terms and Conditions, (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part, or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Demers Ambulance USA Inc.' election to cancel Purchaser's order under such circumstances is in addition to, and not in lieu of, any other rights or remedies that Demers Ambulance USA Inc. may have at either law or equity or under the Terms and Conditions of this Agreement.

Prior to commencement of engineering, any cancellation by Purchaser will incur a \$2,500 cancellation fee to the Purchaser. Once Demers Ambulance USA Inc. commences engineering, no cancellation of this order is permitted, and the full purchase price is due and payable to Demers Ambulance USA Inc. Notwithstanding other provisions of this Agreement, and in addition thereto, Demers Ambulance USA Inc. shall be entitled to its reasonable and anticipated lost profit from such cancellation.

FORCE MAJEURE

Demers Ambulance USA Inc. shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any of these Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Demers Ambulance USA Inc. including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, not or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown, or power outage.



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Date : 2/13/20
RSM Name : John Scullin
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PURCHASE AGREEMENT (Rev5_2018-11-16)

DEFAULT / ATTORNEY'S FEES

Purchaser is in default of the Terms and Conditions if any of the following occurs (except as prohibited by law): (i) Purchaser fails to perform any obligation that Purchaser has undertaken in these Terms and Conditions; or (ii) Demers Ambulance USA Inc., in good faith, believes that Purchaser cannot, or will not, pay or perform the obligations it has agreed to in the Terms and Conditions.

If Purchaser defaults, or in the event Demers Ambulance USA Inc. brings an action or proceeding to enforce the terms hereof or declare rights hereunder, Purchaser agrees to pay Demers Ambulance USA Inc.' costs for collecting amounts owing, including, without limitation, court costs, attorney's fees (for attorneys who are not our salaried employees), and fees for repossession, repair, storage, and sale of Vehicles, all without relief from valuation and appraisal laws.

REMEDIES

If Purchaser is in default of these Terms and Conditions, Demers Ambulance USA Inc. shall have all the remedies provided by law in these Terms and Conditions: (i) Demers Ambulance USA Inc. may require Purchaser to immediately pay Demers Ambulance USA Inc., subject to any refund required by law, the remaining unpaid balance due; (ii) Demers Ambulance USA Inc. may require Purchaser to make the Vehicle available to Demers Ambulance USA Inc. at a designated place that is reasonably convenient to each party; (iii) Demers Ambulance USA Inc. may immediately take possession of the Vehicle by legal process or self-help, but in doing so Demers Ambulance USA Inc. may not breach the peace or unlawfully enter onto Purchaser's premises; (iv) Demers Ambulance USA Inc. may then sell the Vehicle and apply what it receives as provided by law to Demers Ambulance USA Inc.' reasonable expenses and then toward Purchaser's obligations; and (v) Except when prohibited by law, Demers Ambulance USA Inc. may sue Purchaser for additional amounts if the proceeds of a sale do not pay all of the amounts Purchaser owes to Demers Ambulance USA Inc. By choosing any one or more of these remedies, Demers Ambulance USA Inc. does not waive its right to use another remedy. By deciding not to use any remedy, Demers Ambulance USA Inc. does not give up its right to consider the event a default if it happens again.

CLAIMS

Purchaser must exercise diligence in inspection of the Vehicles received from Demers Ambulance USA Inc. to mitigate damages in the event of repair or replacement of defective or non-conforming goods. Claims must be made in writing to Demers Ambulance USA Inc. and Purchaser must give Demers Ambulance USA Inc. a reasonable opportunity to inspect the purported defect. If Vehicle fails to conform to the applicable warranty, and if Purchaser has made a timely claim pursuant these Terms and Conditions, then Demers Ambulance USA Inc. will honor the claim in the following manner: (i) Repairing the non-conforming part(s) of the Vehicle; (ii) Replacing the non-conforming part(s) of the Vehicle; or (iii) Issuing a return authorization and credit for the purchase price of the non-conforming Vehicle. Such remedies shall represent and constitute the sole and exclusive remedy available to Purchaser for a breach of warranty (or other breach of contract) claim, tort claim (including negligence or strict liability), or any other claim with respect to the Vehicle. The remedy shall be determined by Demers Ambulance USA Inc. in its sole and absolute discretion.

COMPLIANCE WITH LAWS

Purchaser shall comply with all applicable law, regulations, and ordinances. Purchaser shall maintain in effect all the licenses, permission, authorizations, consents, and permits that it needs to carry out its obligations under these Terms and Conditions.

NO WAIVER

The failure of Demers Ambulance USA Inc. upon knowledge of any default or violation by Purchaser of any of these Terms and Conditions to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any rights or remedies Demers Ambulance USA Inc. may have at law or in equity.

LIMITATION OF LITIGATION

Any controversy or claim of Purchaser arising out of or related to the Vehicles and/or services provided hereunder must have accrued within the applicable warranty period, and then be commenced within 1-year after the cause of action has accrued.

AMENDMENT AND MODIFICATION

These Terms and Conditions may only be amended or modified in a writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of both the Purchaser and Demers Ambulance USA Inc.

ASSIGNMENT

Purchaser shall not assign any of its rights or delegate any of its obligations under these Terms and Conditions without the prior written consent of Demers Ambulance USA Inc. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under these Terms and Conditions.

RELATIONSHIP OF THE PARTIES

The relationship between Purchaser and Demers Ambulance USA Inc. is that of independent contractors. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

NO THIRD-PARTY BENEFICIARIES

These Terms and Conditions are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

LIMITATION OF LIABILITY

THE LIABILITY OF DEMERS AMBULANCE USA INC. ARISING OUT THE SUPPLYING OR SELLING OF THE VEHICLES, OR THEIR USE BY PURCHASER, AND WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE VEHICLE. THE REMEDIES FOR CLAIMS SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER AND THE SOLE AND EXCLUSIVE LIABILITY OF DEMERS AMBULANCE USA INC. WHETHER THE CLAIMS OF PURCHASER ARE



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PURCHASE AGREEMENT (Rev5_2018-11-16)

BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE UNDER NO CIRCUMSTANCES SHALL DEMERS AMBULANCE USA INC BE LIABLE TO PURCHASER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, WHETHER BASED UPON LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, PROPERTY DAMAGE, LOSS OF USE, OR OTHERWISE.

ENTIRE AGREEMENT AND SEVERABILITY

Unless a valid and effective Dealer agreement between the Purchaser and Demers Ambulance USA Inc specify otherwise, and except as otherwise agreed in writing, these Terms and Conditions constitute the entire agreement between Demers Ambulance USA Inc and Purchaser, superseding all prior quotations and understandings, oral or written. All such previous communications are hereby abrogated and withdrawn, and no stipulations, representations, or agreements by Demers Ambulance USA Inc or its officers, agents, or employees shall be binding upon Demers Ambulance USA Inc unless reduced to writing and attached to and incorporated by reference herein, and no local, general, or trade custom shall alter or vary the terms hereof. If any provision hereof is determined invalid under applicable law, such invalidity shall be limited to such provisions without invalidating the remainder of the other provisions hereof.

SURVIVAL

Provisions of these Terms and Conditions that by their nature should apply beyond their terms shall remain in full force and effect after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Governing Law and Venue, Payment and Title, Insurance, Remedies, Claims, Compliance with Laws, No Waiver, Limitation of Litigation, Limitation of Liability, and Survival.

SIGNATURE

These Terms and Conditions may be presented as an electronic record and accepted by an electronic signature, symbol, or process as permitted by the Ohio Uniform Electronic Transaction Act and the Federal Electronic Records and Signatures in Commerce Act, as applicable. An electronic signature is considered a binding signature.

PURCHASER:

Purchaser's Authorized Representative (print)

Purchaser's Authorized Representative (signature)

Date

DEMERS AMBULANCE USA INC.:

Purchase Order # / Vehicle # _____

Date Order Received _____

Date Final Order Approved by Purchaser _____

Demers Ambulance USA Inc. Authorized Representative (print)

Demers Ambulance USA Inc. Authorized Representative (signature)



Quote Prepared For Our Valued Customer:
South Weber Fire Department

Account ID:

Quote #: 6454

Customer Contact:

Billing Address:

Shipping Address:

Jacob Judkins

South Weber Fire Department

South Weber Fire Department

7365 S 1375 E

7365 S 1375 E

South Weber, UT

South Weber, UT

84405

84405

Terms:

Valid Until: 12/31/2020

Freight Quote #:

Carrier: TBD

FOB Origin: TBD

Your Sales Representative is:

Kindra Watson

k.watson@ferno.com

(480) 521-9465

Your Customer Service Contact is:

Karen Boler

k.boler@ferno.com

(877) 733-0911

Item Number	Product Name	Customer Price	Quantity	Total
0731371	59T EZ-GLDPWRTRX,RED,IV&LH120V	\$6666.55	1	\$6666.55

Hard Copy PO Required? Yes No

Approval: _____

Printed Name

Signature

Subtotal: \$ 6,666.55

Sales Tax: \$ 0.00

Credit Card: _____ Secure Code: _____ Exp: _____

Shipping Quote: \$ 135.00

Comments:

Your Price: \$ 6,801.55



South Weber Perf Load

Quote Number: 10153375
 Version: 1
 Prepared For: SOUTH WEBER FIRE DEPARTMENT
 Attn:

Remit to: P.O. Box 93308
 Chicago, IL 60673-3308
 Rep: Pamela Gord
 Email: pam.gord@stryker.com
 Phone Number: (801) 230-5071
 Mobile: (801) 230-5071

Quote Date: 03/04/2020
 Expiration Date: 06/02/2020

Delivery Address

Name: SOUTH WEBER FIRE DEPARTMENT

Account #: 1502327

Address: 1600 E SOUTH WEBER DR
 SOUTH WEBER
 Utah 84405

End User - Shipping - Billing

Name: SOUTH WEBER FIRE DEPARTMENT

Account #: 1502327

Address: 1600 E SOUTH WEBER DR
 SOUTH WEBER
 Utah 84405

Bill To Account

Name: SOUTH WEBER FIRE DEPARTMENT

Account #: 1502327

Address: 1600 E SOUTH WEBER DR
 SOUTH WEBER
 Utah 84405

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6392000002	PERFORMANCELOAD W/PLATE	1	\$3,000.00	\$3,000.00
1.1	6392026000	STANDARD COMPONENTS		\$0.00	\$0.00
1.2	6392001902	LABEL, 6392-000-002 SPEC		\$0.00	\$0.00
1.3	6390700001	FLOOR PLATE ASSY KIT		\$721.00	\$721.00
1.4	6392009001	PERFORMANCE LOAD OPS MANUAL		\$0.00	\$0.00
1.5	7777881660	1 year parts, labor & travel		\$0.00	\$0.00
				Equipment Total:	\$3,721.00

Price Totals:

Grand Total: \$3,721.00

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



South Weber Perf Load

Quote Number: 10153375
Version: 1
Prepared For: SOUTH WEBER FIRE DEPARTMENT
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Pamela Gord
Email: pam.gord@stryker.com
Phone Number: (801) 230-5071
Mobile: (801) 230-5071

Quote Date: 03/04/2020
Expiration Date: 06/02/2020

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



South Weber PL

Quote Number: 10153380
 Version: 1
 Prepared For: SOUTH WEBER FIRE DEPARTMENT
 Attn:

Remit to: P.O. Box 93308
 Chicago, IL 60673-3308
 Rep: Pamela Gord
 Email: pam.gord@stryker.com
 Phone Number: (801) 230-5071
 Mobile: (801) 230-5071

Quote Date: 03/04/2020
 Expiration Date: 06/02/2020

Delivery Address

Name: SOUTH WEBER FIRE DEPARTMENT

Account #: 1502327

Address: 1600 E SOUTH WEBER DR
 SOUTH WEBER
 Utah 84405

End User - Shipping - Billing

Name: SOUTH WEBER FIRE DEPARTMENT

Account #: 1502327

Address: 1600 E SOUTH WEBER DR
 SOUTH WEBER
 Utah 84405

Bill To Account

Name: SOUTH WEBER FIRE DEPARTMENT

Account #: 1502327

Address: 1600 E SOUTH WEBER DR
 SOUTH WEBER
 Utah 84405

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	\$17,532.45	\$17,532.45
Equipment Total:					\$17,532.45

Price Totals:

Grand Total: \$17,532.45

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

 AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

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Marketing Promo

Quote Number: 10143069
 Version: 1
 Prepared For: SOUTH WEBER FIRE DEPARTMENT
 Attn:

Remit to: P.O. Box 93308
 Chicago, IL 60673-3308
 Rep: Pamela Gord
 Email: pam.gord@stryker.com
 Phone Number: (801) 230-5071
 Mobile: (801) 230-5071

Quote Date: 02/26/2020
 Expiration Date: 06/02/2020

Delivery Address

Name: SOUTH WEBER FIRE DEPARTMENT

Account #: 1502327

Address: 1600 E SOUTH WEBER DR
 SOUTH WEBER
 Utah 84405

End User - Shipping - Billing

Name: SOUTH WEBER FIRE DEPARTMENT

Account #: 1502327

Address: 1600 E SOUTH WEBER DR
 SOUTH WEBER
 Utah 84405

Bill To Account

Name: SOUTH WEBER FIRE DEPARTMENT

Account #: 1502327

Address: 1600 E SOUTH WEBER DR
 SOUTH WEBER
 Utah 84405

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6506000000	Power-PRO XT	1	\$9,603.00	\$9,603.00
1.1	6085033000	PR Cot Retaining Post		\$0.00	\$0.00
1.2	7777881669	3 Yr X-Frame Powertrain Wrnty		\$0.00	\$0.00
1.3	7777881670	2 Yr Bumper to Bumper Warranty		\$0.00	\$0.00
1.4	6506026000	Power Pro Standard Components		\$0.00	\$0.00
1.5	6500001430	X-RESTRAINT PACKAGE		\$0.00	\$0.00
1.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)		\$0.00	\$0.00
1.7	650606160000	ONE PER ORDER, MANUAL, ENG OPT		\$0.00	\$0.00
1.8	6500082000	Knee-Gatch/Trendelenburg		\$482.35	\$482.35
1.9	6506038000	Steer Lock Option		\$463.10	\$463.10
1.10	6092036018	J Hook		\$0.00	\$0.00
1.11	6506034002	6506 PWR-LOAD/PERF-LOAD OPTION		\$1,205.05	\$1,205.05
1.12	6500038000	SMRT KIT-120V AC,12V DC, Brckt		\$83.00	\$83.00
1.13	6500003130	KNEE GATCH BOLSTER MATRSS, XPS		\$0.00	\$0.00
1.14	6506040000	XPS Option		\$1,208.35	\$1,208.35
1.15	6085046000	Retractable Head Section O2		\$111.10	\$111.10
1.16	0054200994	NO RUNNER		\$0.00	\$0.00
1.17	6500315000	3 Stage IV Pole PR Option		\$208.45	\$208.45
1.18	6506012003	STANDARD FOWLER		\$0.00	\$0.00
1.19	639000010902	LABEL, WIRELESS		\$0.00	\$0.00



Marketing Promo

Quote Number: 10143069
Version: 1
Prepared For: SOUTH WEBER FIRE DEPARTMENT
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Pamela Gord
Email: pam.gord@stryker.com
Phone Number: (801) 230-5071
Mobile: (801) 230-5071

Quote Date: 02/26/2020
Expiration Date: 06/02/2020

#	Product	Description	Qty	Sell Price	Total
1.20	6500130000	Pocketed Back Rest Pouch		\$156.75	\$156.75
1.21	6500128000	Head End Storage Flat		\$84.15	\$84.15
1.22	6500147000	Equipment Hook		\$31.90	\$31.90
				Equipment Total:	\$13,637.20

Price Totals:

Grand Total: \$13,637.20

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL

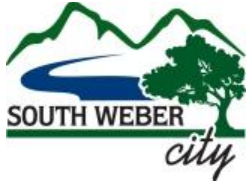
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

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Council Meeting Date: March 31, 2020

Name: David Larson

Agenda Item: 10

Objective: Discuss General Plan Open House Format

Background: The City's original plan for holding an open house on April 8 and 9 to kick off the second round of public comment for the General Plan needs to be altered due to the necessary response to the coronavirus.

The City strongly desires to hear from as many people as possible regarding the second draft and wishes to alter the open house format in order to accommodate the need for social distancing while also creating opportunities to discuss the draft with the public and answer any questions individuals may.

Although not a comprehensive list, some ideas for altered formats to begin the discussion include the following:

- Hold the open house as scheduled, but only allow a limited number of people in the building at the same time and disinfect discussion areas after each timed conversation
- Schedule individual times to meet in person in small groups or individually with a member of the Council & Planning Commission
- Schedule individual times to meet over Zoom with a member of the Council & Planning Commission
- Take questions over email and provide answers through email, an FAQ on the City website, or through a video

Summary: Discuss Alternatives to the Traditional Open House Format that could be used for the upcoming General Plan Open House

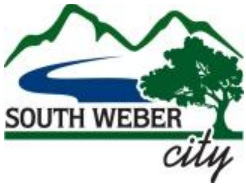
Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: n/a

Attachments: n/a

Budget Amendment: n/a



Council Meeting Date: March 31, 2020

Name: David Larson, Mark McRae

Agenda Item: 11

Objective: FY2021 Budget Workshop – Property Tax Philosophy

Background: Last fall the City Council passed a significant property tax rate increase, the first in several decades. During the meetings and discussion over the tax increase, the council expressed the desire to not “fall behind” in such a significant way again. This would allow the general fund to have a more stable source of revenue and avoid the erosion of the city’s buying power. Several ideas were discussed at the time. Now that we are preparing this year’s budget, it is important to decide which philosophy the City would like to settle on moving forward.

Most citizens have the misconception that property tax rates stay the same from year to year and that they pay more in property taxes because their home value goes up. However, State of Utah law is designed around a declining property tax rate. As property values go up, a city’s tax rate is automatically decreased. This means that if a city received \$300,000 in total property tax revenue in 2010, that city will still only receive \$300,000 in total property tax revenue in 2020. The city’s overall property tax amount received only increases due to new growth within the city, i.e. new homes are built. The result is the city’s buying power erodes over time as the property tax rate decreases. The method allowed by law for a city to adjust the tax rate (either to hold the same rate or to increase the rate) is to hold a Truth-in-Taxation hearing, which South Weber did last year to increase the rate from the previous year. Every year the city doesn’t hold a Truth in Taxation hearing, they are accepting the automatic property tax rate decrease. The 100% rate increase last year brought the tax rate back to the same rate it was in the mid 1990’s.

Ongoing Property Tax Philosophy Options

Option 1 – Major Tax Rate Adjustments

This has been South Weber’s past philosophy. Adopt the certified tax rate from the state. As property values go up, the tax rate goes down. No truth-in taxation hearing is needed. The city’s buying power slowly erodes until the point is reached where a rate increase is essential to just catch up. This option typically involves large rate increases after many years of rate decreases.

Option 2 – Minor Tax Rate Adjustments

Like option 1, the city does not hold Truth in Taxation hearings and accepts the certified tax rate from the state. However, rather than wait an extended period, the city would plan on bringing back the tax rate to its current amount, or perhaps slightly above, every 3-5 years with a Truth in Taxation hearing. Rather than a yearly Truth in Taxation hearing, the property tax issue is only addressed every 3-5. The tax rate would decrease for a few years then be adjusted back up, followed by a decrease again for a few years then an adjustment back up.

Option 3 – No Tax Rate Adjustments

The city goes through Truth in Taxation each year to hold the same tax rate year to year. Publicly, it is assumed this is what currently happens and goes to the misconception addressed above. The total amount the city would receive would be based on property value changes, not tax rate changes. Last year many city's passed substantial tax increases after many years without an increase just like South Weber, and now an increasing number of cities throughout the state are now considering this philosophy as well. Although state law requires a Truth in Taxation hearing each year, over time this becomes a simple philosophy for citizens to understand and accept.

Summary: Discuss and select an ongoing property tax philosophy as part of the FY2021 budget preparation

Committee Recommendation: Option 2 or 3

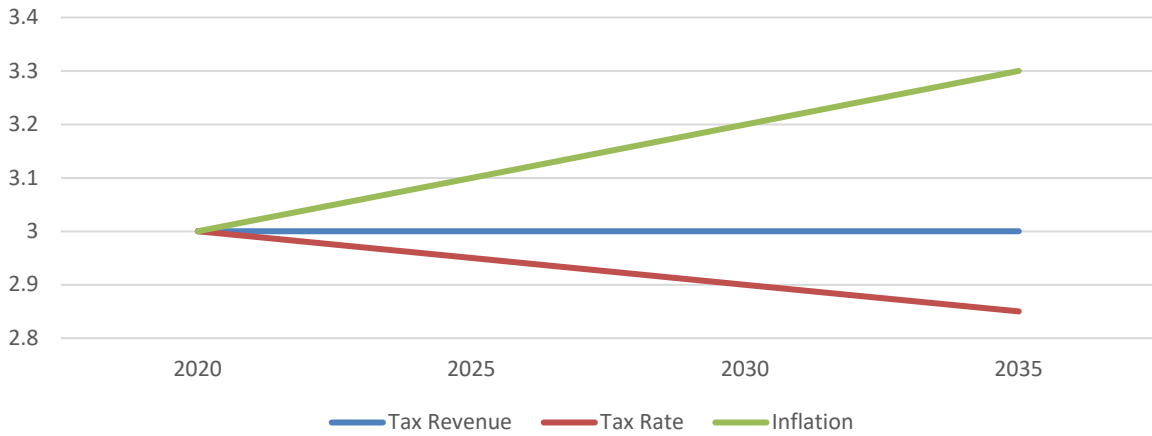
Planning Commission Recommendation: NA

Staff Recommendation: Option 3

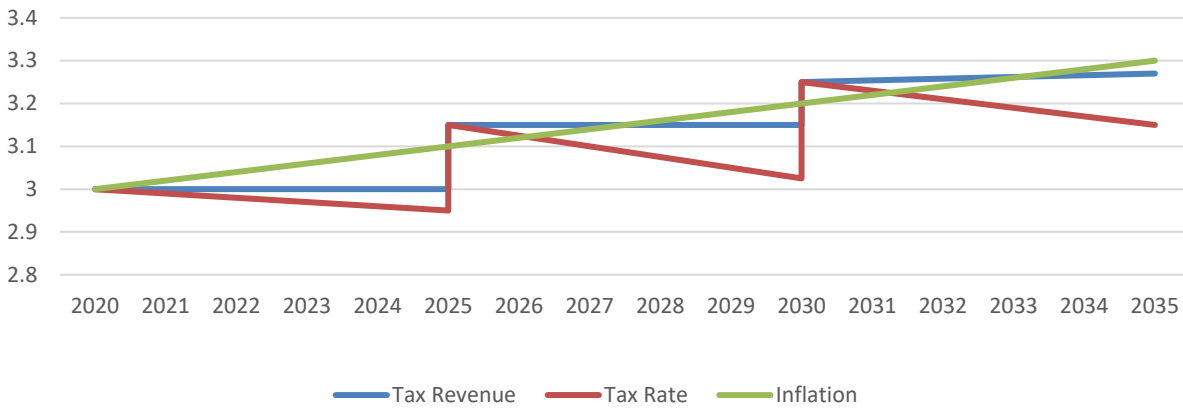
Attachments: Option Graphs

Budget Amendment: NA

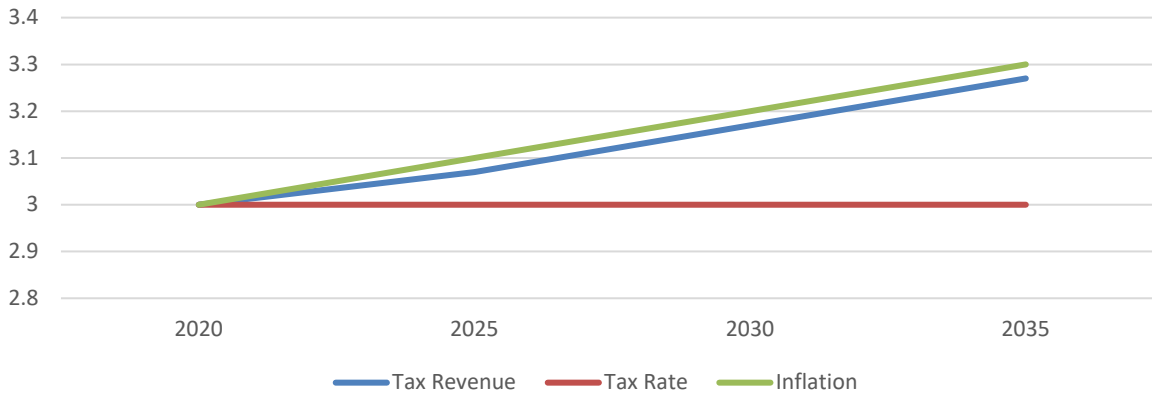
Opion 1 Major Tax Rate Adjustments

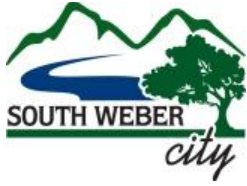


Option 2 Minor Tax Rate Adjustments



Option 3 No Tax Rate Adjustments





Council Meeting Date: March 31, 2020

Name: David Larson

Agenda Item: 12

Objective: Discuss Proposed Changes to the Procurement Policy

Background: The City's Procurement Policy was last updated in 2016. The Admin/Finance Committee has taken approximately 1 year reviewing, discussing, and working to update the policy. The Committee feels that the policy is ready for full Council review and discussion.

The Committee has updated and added some definitions, adjusted the authorization limits, and clarified the purchase and surplus processes.

Summary: The Admin/Finance Committee is bringing forward their work on the procurement policy for Council review and discussion.

Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: n/a

Attachments: Proposed Procurement Policy

Budget Amendment: n/a

ORDINANCE NO. 2020-01

**AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL ADOPTING CITY CODE
TITLE 2 CHAPTER 1, PROCUREMENT CODE**

WHEREAS, Utah Code Ann. 63G-6a-105(1) and (4) provides that every procurement is governed by the State procurement code and that municipalities may adopt any section of that chapter or its implementing regulations; and

WHEREAS, UCA 63G-6a-105(2) provides that the State procurement code does not apply to a public entity that is not a procurement unit; and

WHEREAS, UCA 63G-6a-103(49) defines local government procurement unit to include a municipality, unless the municipality adopts its own procurement code by ordinance; and

WHEREAS, a municipality is therefore allowed to adopt its own procurement ordinance and thereby exempt itself from the State procurement code, except for those State provisions the city specifically adopts; and

WHEREAS, the City Council finds it is in the public interest to adopt its own procurement code;

NOW, THEREFORE, BE IT ORDAINED by the South Weber City Council that Title 2 Chapter 1 of the South Weber City Code is hereby adopted to read as attached hereto as Exhibit A. This Ordinance shall take effect immediately upon passage and publication or posting.

Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 14th day of April 2020.

MAYOR: Jo Sjoblom

ATTEST: Lisa Smith, City Recorder

Roll call vote is as follows:

Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

CERTIFICATE OF POSTING

I, the duly appointed recorder for the City of South Weber, hereby certify that Ordinance 2020-01 was passed and adopted the 14th day of April 2020, and also certify that complete copies of the ordinance were posted in the following locations within the municipality this 15th day of April, 2020:

1. South Weber Family Activity Center, 1181 E. Lester Drive
3. South Weber City Building, 1600 E. South Weber Drive

Lisa Smith, City Recorder

EXHIBIT A

Title 2

Revenue and Taxation

**TITLE 2
REVENUE AND TAXATION**

**Chapter 1
Procurement**

2-1-010:	PURPOSE AND SCOPE
2-1-020:	DEFINITIONS
2-1-030:	APPLICATION
2-1-040:	PROCUREMENT OFFICERS; DUTIES AND AUTHORITY
2-1-050:	AUTHORIZATION LIMITS
2-1-060:	STANDARD PROCUREMENT PROCESSES
2-1-070:	CANCELLATION AND REJECTION OF BIDS AND PROPOSALS
2-1-080:	BONDS AND BID SECURITY
2-1-090:	CONTRACTS AND CHANGE ORDERS
2-1-100:	PROTEST OF SPECIFICATIONS OR AWARD OF PROCUREMENT CONTRACT; APPEAL
2-1-110:	BUDGET LIMITATION
2-1-120:	DELIVERY OF SUPPLIES
2-1-130:	INVENTORY MANAGEMENT
2-1-140:	DESIGN PROFESSIONAL SERVICES
2-1-150:	PETTY CASH
2-1-160:	CITY PURCHASING CARDS
2-1-170:	DISPOSAL OF SURPLUS PROPERTY
2-1-180:	ADVERTISING REQUIREMENTS
2-1-190:	ETHICS
2-1-200:	VIOLATIONS

2-1-010: PURPOSE AND SCOPE. The purpose of this chapter is to establish procedures and guidelines for the procurement of supplies, services, and construction for the City of South Weber, and to ensure that all such purchases and encumbrances are of acceptable quality and are made equitably, efficiently and economically. A second purpose of this chapter is to establish procedures for the disposal of City surplus property.

2-1-020: DEFINITIONS. As used in this chapter:

- A. **BUILDING IMPROVEMENT** means the construction or repair of a public building or structure.
- B. **CAPTIAL EXPENDITURE** means a capital asset purchase greater than \$10,000 and a life expectancy of three years or more or extends the life of the asset.
- C. **CHIEF PROCUREMENT OFFICER** means the City Manager.
- D. **CITY** means the City of South Weber, Utah.

- E. CLASS C ROAD IMPROVEMENT PROJECT means the construction and maintenance of a class C road.
- F. CONSTRUCTION MATERIALS mean the supplies and services used to complete a construction project.
- G. CONSTRUCTION OF CLASS C ROADS means work that would apply to any new City roadbed either by addition to existing systems or relocations; resurfacing of existing roadways with more than two inches of bituminous pavement; or new structures or replacement of existing structures, except the replacement of drainage culverts.
- H. CONSTRUCTION PROJECT means a building improvement, public works project, or class C road improvement project. Construction project does not mean the routine operation, repair, or maintenance of existing structures, buildings, or real property.
- I. DEPARTMENT HEAD means the director of a department, including Public Works, Finance, Recreation, and Fire, that oversees the professional, administrative, and managerial duties pertaining to the operations and performance of their respective department.
- J. DESIGN PROFESSIONAL means an individual licensed as an architect, professional engineer, professional land surveyor, or an individual certified as a commercial interior designer.
- K. DESIGN PROFESSIONAL SERVICES mean professional services within the scope of the practice of architecture, professional engineering, professional land surveying, master planning and programming services, or commercial interior design.
- L. EMERGENCY PROCUREMENT means the procurement of supplies, services, or construction materials that cannot be purchased through normal procurement methods due to an existing or imminent emergency condition. An emergency condition is a situation, which creates an immediate and serious threat to public health, life, safety, or property. An emergency condition is usually, but not always, the result of floods, natural disasters, epidemics, riots, or critical equipment failures.
- M. EMPLOYEE means an individual duly employed and authorized by the City to make purchases for the City.
- N. INVITATION FOR BIDS means a procurement document used for seeking competition for large expenditure purchases or small expenditure purchases that may ultimately exceed the aggregate threshold for a small expenditure purchases, and which is submitted electronically or in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of bids.
- O. MAINTENANCE OF CLASS C ROADS means the keeping of a road facility in a safe and stable condition to which it was constructed or improved, and includes the reworking

of an existing surface by the application of up to and including two inches of bituminous pavement; the installation or replacement of guardrails, seal coats, and culverts; the grading or widening of an existing unpaved road or flattening of shoulders or side slopes to meet current width and safety standards; and horizontal or vertical alignment changes necessary to bring an existing road into compliance with current safety standards.

- P. **PROCUREMENT** means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise encumbering the City as a means of acquiring supplies, services, or construction materials, and all functions that pertain to obtaining any supply, service, or construction materials, including the solicitation of sources, selection, award, and all phases of contract administration.
- Q. **PROFESSIONAL SERVICES** mean auditing, banking, insurance, legal, and other forms of professional consulting, but not design professional services.
- R. **PUBLIC WORKS PROJECT** means the construction of a park or recreational facility, a pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control, or street lighting. Public works project does not include the replacement or repair of existing infrastructure on private property.
- S. **PURCHASE ORDER** means a procurement document issued by the purchaser to formalize a purchasing transaction or contract with a supplier. A purchase order encumbers funds that were properly appropriated for a particular purchase from an approved budget account. A purchase order is sent to a supplier to initiate or place an order.
- T. **QUOTE** means an electronic or written offer to sell goods or services at a certain price, under specified conditions.
- U. **RESPONSIVE AND RESPONSIBLE BIDDER** means a person who submits a bid that conforms in all material aspects to the bid specifications, and who has the capability in all respects to perform in full the contract or purchase order requirements in a timely manner.
- V. **REQUEST FOR PROPOSALS** means a document used to solicit proposals to provide a procurement item to a procurement unit, including all other documents that are attached to that document or incorporated in that document by reference.
- W. **REQUEST FOR QUALIFICATIONS** means a document used to solicit the qualifications, experience, training, and ability to perform a given task or project.
- X. **SEALED BIDS** is also called an Invitation for Bids.
- Y. **SERVICES** mean the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the

required performance. "Services" does not include employment agreements or collective bargaining agreements.

Z. SOLE SOURCE PROCUREMENT means the procurement of supplies or services that are only available from a single supplier or manufacturer.

AA. SOLICITATION means the process of notifying prospective bidders that the City wishes to receive quotes, bids, or proposals for supplies or services. The process may consist of public advertising, invitations to bid, or requests for proposals to prospective bidders.

BB. SUPPLIES mean all personal property, including but not limited to goods, equipment, materials and printing.

2-1-030: APPLICATION.

A. All procurement-related expenditures of the City shall conform to the provisions of this chapter and applicable provisions of State law including, but not limited to, the Uniform Fiscal Procedures Act set forth at Utah Code Ann. §10-6-101, et seq., as amended. Any expenditures involving federal assistance funds shall comply with applicable federal law and regulations. Any expenditure involving the construction, maintenance or improvement of a class C road or work using class C funds shall comply with Utah Code Ann. 72-6-108 and 72-6-109, as amended.

B. Procurement-related expenditures not covered under this chapter shall follow the Utah Procurement Code, Utah Code Ann. 63G-6a-101 et seq.

C. All procurement shall follow the ethical standards of the Utah Municipal Officers' and Employees' Ethics Act, Utah Code Ann. 10-3-1301, et seq.

D. The City shall maintain records pertaining to purchases and encumbrances made under this chapter in accordance with the Utah Government Records Access and Management Act, Utah Code Ann 63G-2-101 et seq.

E. No check or warrant to cover any claim against appropriations may be drawn until the claim has been processed according to the relevant provisions of this chapter.

2-1-040: PROCUREMENT OFFICERS; DUTIES AND AUTHORITY.

A. The City Council shall approve all procurement by the City. The City's procurement authority is hereby delegated as provided in this chapter.

B. The City Manager shall act as the Chief Procurement Officer. The Chief Procurement Officer, or designee, shall review all procurements or encumbrances made to ensure accuracy and compliance with this chapter.

- C. The Chief Procurement Officer or Mayor may sign contracts as specifically authorized in advance by the City Council.
- D. The Chief Procurement Officer shall be responsible for all purchasing and may delegate the following duties to the Purchasing Agent, who shall be the Finance Director, or to a Department Head as necessary:
 - 1. administering and interpreting this chapter in accordance with any applicable federal, state and local laws, and finance department policies and procedures for carrying out the provisions of this chapter;
 - 2. procuring or supervising the procurement of all supplies and services needed by the City, including preparation of specifications, and negotiating and obtaining the authorized signatures on procurement contracts and purchase orders;
 - 3. exercising general supervision and control over all inventories or supplies of the City and the inspection of and accounting for all such inventories or supplies;
 - 4. preparing and maintaining forms and reports as are reasonably necessary to the operation of this chapter and other rules and regulations of the City;
 - 5. keeping generally informed of current developments in the field of procurement, including market conditions and new products;
 - 6. providing a copy of all contracts and agreements to the City Recorder immediately upon their execution; and
 - 7. administering the sale, trade, exchange, or disposal of the City's surplus personal property.

2-1-050: AUTHORIZATION LIMITS

- A. Department heads may authorize purchase of supplies, services and materials which do not exceed \$4,999 and may sign the contracts pertaining thereto, provided the purchases are made in accordance with procedures set forth in this chapter and there are funds in the department budget to cover the purchases to be made.
- B. Purchases of supplies, services, or construction materials between \$5,000 and \$14,999 require prior approval of the Department Head and the Chief Procurement Officer. The Chief Procurement Officer shall verify that the procedures set forth in this chapter have been accurately followed prior to giving approval and shall ensure there are sufficient funds budgeted and available to cover the purchases to be made.
 - a. A purchase order shall be submitted for approval for the purchase of all supplies, services or construction in excess of \$5,000, except in circumstances permitted by this chapter

such as emergency purchases or for service contracts entered between the City and contracted party, which specify the cost of service.

- C. Purchases of supplies, services, or construction materials of more than \$15,000 require the approval of the Department Head, Chief Procurement Officer, and the City Council. The Chief Procurement Officer shall verify that the procedures set forth in this chapter have been accurately followed prior to the City Council giving approval.

2-1-060. STANDARD PROCUREMENT PROCESSES.

Table: Procurement Summary

Amount	Authorization	Process	Policy Reference
\$0 - \$999	Department Head	Small	2-1-060.A.1.a
\$1,000 - \$4,999	Department Head	Small or Exempt	2-1-060.A or C
\$5,000 - \$14,999	City Manager	Small or Exempt	2-1-060.A or C
\$15,000 - \$24,999	City Council	Small or Exempt	2-1-060.A or C
\$25,000 +	City Council	Large or Exempt	2-1-060.B or C

A. Small Purchases.

1. The City’s policy and procedure governing purchases under \$25,000 is as follows:

- a. Before making a purchase less than \$1,000, the Department Head responsible for purchase shall use means which are reasonable under the circumstances to assure that the City is getting good value and a reasonable price.
- b. A purchase of goods or services greater than \$1,000 but not exceeding \$25,000 shall be awarded after solicitation of price quotes from enough prospective vendors to reasonably ensure that the City received a competitive price, unless an exempt expenditure process in 2.1.060.C is followed. Solicitations may be made electronically or in writing. The Purchasing Agent or Department Head shall evaluate the quotes received to determine the lowest responsible and responsive quote. Such quotes shall be recorded and kept by the City.
- c. It is unlawful for a person to intentionally or knowingly divide a procurement into small procurements with the intent to make the procurement qualify as a small purchase or meet the small purchase threshold of \$25,000.
- d. Purchases for construction, job order contracting, design professional services, other professional services, information technology, and goods may not exceed an annual cumulative threshold of \$25,000 from the same source, unless the Chief Procurement Officer gives written authorization to exceed the threshold that includes the reasons for exceeding the threshold.

B. Large Purchases.

1. The City's policy and procedure governing purchases of \$25,000 and over is as follows:

- a. A purchase of goods or services \$25,000 or over shall be awarded with a bidding procedure, unless an exempt expenditure process in 2.1.060.C is followed.

2. Bidding Procedures.

a. Type of Purchases and Bid Limits. The following purchases and bid limits require bidding procedures:

- i. capital equipment purchases estimated to cost \$25,000 or more; and
- ii. building improvement or public works projects estimated to cost \$25,000 or more.

b. Plans and Specifications. The City shall cause plans and specifications to be prepared and approved prior to any Invitation for Bids.

c. Invitation for Bids. An Invitation for Bids shall be prepared by the City and shall include:

- i. a description of the goods or services to be purchased or work to be performed;
- ii. contract terms, conditions and bond requirements applicable to the purchase or work;
- iii. the criteria that will be used to evaluate the bid;
- iv. notification of the location where plans, specifications and other information may be obtained;
- v. the time and place of the bid opening; and
- vi. the right of the City to reject any and all bids.

d. Publication. Public notice of an invitation for bids shall follow applicable state law.

- e. Amendment. The City may amend, supplement, or cancel an Invitation for Bids at any time prior to the opening of the bids when deemed in the best interest of the City.
- f. Submission. All bids received by the City shall be received according to the instructions in the Invitation for Bid. The bids shall not be opened or reviewed prior to the time set for opening of the bids, except as provided in subsection 2-1-060.B.2.g.
- g. Correction or Withdrawal of Bids. The City may permit correction or withdrawal of bids prior to any bid opening. After bid opening, no changes in bid prices may be permitted. However, the City, in its discretion and upon a showing of hardship by the bidder, may allow the withdrawal of a bid containing a substantial error. Any decision to permit the correction or withdrawal of bids shall be supported, in writing, by the City.
- h. Opening Bids. Bids shall be opened in public and in the presence of one or more documented witnesses at the time and place designated in the Invitation for Bids. Bids shall be opened by the Chief Procurement Officer or designee.
- i. Recording Bids. The total amount of each bid and the name of the bidder shall be read aloud as the bids are opened, and such information shall be recorded and open to public inspection.
- j. Evaluating Bids. At the time of opening, the bids shall be briefly reviewed by the City to determine the apparent lowest responsible and responsive bidder based on the criteria set forth in the Invitation for Bids. Bids shall thereafter be fully evaluated within a reasonable time by the Purchasing Agent or designee to determine the lowest responsive and responsible bidder, whose bid or quote conforms in all material aspects to the bid specifications, and who has the capacity in all respects to perform in full the contract or purchase order requirements in a timely manner. The Purchasing Agent or designee may not use criteria not described in the Invitation for Bids to evaluate a bid.
- k. Determination. The City may request additional information with respect to the responsibility of a bidder. The unreasonable failure of a bidder to promptly supply information or proof regarding responsibility may be grounds for a determination of non-responsibility or non-responsiveness of the bidder.
- l. Award. Following full evaluation of the bids, the City Council may accept, reject, or modify the determination and thereupon award the contract or reject any and all bids.
- m. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit

the delay of re-soliciting bids, the Chief Procurement Officer or designee shall resolve a tie bid using the following considerations:

- i. bidder closest to the point of delivery;
 - ii. bidder who received the previous award;
 - iii. bidder who will provide the earliest delivery date; or
 - iv. by drawing lots.
- n. **Single Bids.** In the event only one bid is received, the Purchasing Agent shall determine whether it is in the best interests of the City to re-solicit for additional bids or proceed with a procurement award using the single bid received.
 - o. **No Bids or Proposals.** In the event no bids or proposals are received, the Purchasing Agent shall determine whether the delay of re-soliciting bids or proposals will be detrimental to the public interest. If a delay in re-soliciting bids or proposals will be detrimental to the public interest, the Purchasing Agent may purchase the supplies or services with as much competition as practicable under the circumstances.
 - p. **Dividing the Cost of a Construction Project.** The cost of a construction project may not be divided to avoid exceeding the bid limit. However, the cost of a construction project that exceeds the bid limit may be divided if the selection procedures comply with the requirements of this chapter with respect to each part of the construction project that results from dividing the cost.
 - q. **Exceptions.** Any exceptions to the procedures set forth in this section must be in the best interest of the City and must have prior written approval of the Chief Procurement Officer or designee.

C. Exemptions from Small and Large Purchases.

1. The following expenditures are exempt from the small and large purchases procedures of this chapter, but shall be made with as much competition as practical under the circumstances:
 - a. **Procurement under City, County, State, or Federal Contracts or Pre-Qualified Lists.** An expenditure for which requests for qualifications, competitive bidding or price negotiation according to a procedure comparable to the City's process has already occurred at the City, county, state or federal level.
 - b. **Service Contracts and Professional Services.** Service contracts and professional services, but not design professional services, are expenditures that, by their

nature, are not reasonably adapted to award by competitive bidding. The Chief Procurement Officer or designee shall award service contracts and professional services contracts based on the Chief Procurement Officer's evaluation of the provider's professional qualifications, service ability, experience, cost of services, and other applicable criteria as may be established. A Request for Proposal or Request for Qualifications may be used to make such a determination. Prior to entering into a service or professional services contract, the Chief Procurement Officer shall determine that it is within the best interest of the City to do so, and that as many providers as practical have been considered for the service. Once a service or professional services contract has been issued, any periodic payments do not require additional approval from the Chief Procurement Officer, provided the contract payments have been properly budgeted. A department may proceed with a service contract or the purchase of professional services according to the terms and conditions of an existing City contract.

i. Request for Proposals

1. Form. When the City is unsure of what procurement item is required or the abilities of various providers, the Chief Procurement Officer or Purchasing Agent may prepare a Request for Proposals, which shall include such specifications as are known and the various skills and qualifications needed, to be used to obtain a procurement item.
2. Evaluating Proposals. Proposals shall be evaluated within a reasonable time by an evaluation committee comprised of at least three city employees to determine which proposal provides the best value to the City. The committee shall evaluate each responsive and responsible proposal, which proposal conforms in all material aspects to the proposal specifications, and which demonstrates the proposal has the capacity in all respects to perform in full the contract or purchase order requirements in a timely manner. Evaluation criteria for a proposal may include items such as experience, qualifications, approach to the project, references, management plans, schedule of delivery, cost, and other subjective or objective criteria. At any time during the evaluation process, the evaluation committee may request additional information from a proposer or proposers, including oral interviews or presentations. Criteria not described in the Request for Proposals may not be used to evaluate a proposal. See section 2-1-140 for soliciting design professional services using a Request for Proposals or Requests for Qualifications.

- c. Sole Source. Expenditures for goods or services which, by their nature, are not reasonably adapted to award by competitive bidding, including goods or services which can be purchased only from one source; contracts for additions to and

repair and maintenance of equipment already owned by the City which may be more efficiently added to, repaired or maintained by a certain person or firm; and equipment which, by reason of the training of City personnel or an inventory of replacement parts, is compatible with the existing equipment owned by the City. Prior to any expenditure under this subsection, the Chief Procurement Officer shall determine, in writing, that the requirements of this subsection have been satisfied.

- d. **Interlocal Agreement:** An expenditure made in conjunction with an interlocal agreement between the City and another governmental entity in compliance with the Interlocal Cooperation Act, Utah Code Title 11, Chapter 13.
- e. **Emergency Procurement.** The existence of an emergency condition may create an immediate and serious need for supplies, services, repairs, or construction that cannot be met through normal procurement methods and policy. An emergency procurement of supplies, services, repairs, or construction shall be made using as much competition as practical under the circumstances. Emergency procurement shall be limited to only those supplies, services, repairs, or construction necessary to mitigate the emergency. Following an emergency expenditure, and as soon as practicable, a purchase order shall be submitted by the department for which the emergency purchase was made. Such purchase orders shall be treated as regular purchase orders and shall require the appropriate approval signatures as stated in this chapter.

2-1-070: CANCELLATION AND REJECTION OF BIDS AND PROPOSALS. The City reserves the right to cancel an Invitation for Bids, Request for Proposals, or to reject any or all bids or proposals. Any cancellation or rejection shall be in writing. If, after cancellation or rejection of all bids or proposals, the City decides to make the purchase or encumbrance, it shall, when required by State law, reinstate the Invitation for Bids or Request for Proposals process. If after repeating the process, no satisfactory bid or proposal is received, the City may negotiate or make the improvement or acquisition or enter such other agreements as it deems necessary or desirable.

2-1-080: BONDS AND BID SECURITY.

- A. **Performance and Payment Bonds.** Prior to entering any contract, the City may require performance and payment bonds to be provided in such form and amounts as required by law and by the City as reasonably necessary to protect the best interest of the City.
- B. **Bid Security.** Contracts for construction projects may require a bid security in an amount equal to at least five percent of the amount of the bid.

2-1-090: CONTRACTS AND CHANGE ORDERS.

- A. The City may award exclusive and nonexclusive contracts. Unless a contract specifically states it is exclusive, it shall be deemed nonexclusive. "Nonexclusive" means that the

City may award a contract to more than one contractor for similar supplies or services as deemed appropriate.

- B. A contract for supplies, services, or construction materials shall have a stated end date and may be entered into for any stated period of time deemed to be in the best interest of the City. The term of the contract and the conditions of renewal or extension, if any, shall be included in the solicitation. No contract may be renewed indefinitely.
- C. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriations of funds by the City Council.
- D. Contracts and purchase orders may be amended, modified or supplemented only by written amendment to the contract or purchase order, executed by the parties thereto.
- E. The City Recorder shall countersign all contracts made on behalf of the City or to which the City is a party. Department heads shall provide the City Recorder with a fully conformed original copy of all procurement contracts upon their execution. The City Recorder shall maintain an indexed record of all procurement contracts.
- F. In the event a construction project has a change order or a price variance due to unknown or unforeseen circumstances, conditions, or factors affecting the outcome of the project, the Chief Procurement Officer shall notify the City Council of any condition that would exceed 20% of the original bid amount. Change orders in construction project contracts that cause the contract price to exceed the total project budget shall not be approved until reviewed and approved as a budget adjustment by the City Council.

2-1-100: PROTEST OF SPECIFICATIONS OR AWARD OF PROCUREMENT CONTRACT; APPEAL.

- A. Grievance: Any actual or prospective bidder, offeror or contractor who is aggrieved with the solicitation or award of a procurement contract may protest to the Purchasing Agent.
- B. Protest of Specifications: A protest regarding the specifications of a solicitation shall be submitted in writing to the Purchasing Agent prior to the opening of the bid and must list the pertinent facts giving rise to the protest.
- C. Protest of Contract or Purchase Award: A protest regarding the award of a procurement contract or purchase award shall be submitted in writing to the Purchasing Agent within five business days of the award of a procurement contract or purchase award and must list the pertinent facts giving rise to the protest. Untimely protests will not be considered.
- D. Stay of Proceedings: In the event of a timely protest, the City shall not proceed further with the solicitation or with the award of the contract or purchase until the protest is sustained or rejected by the Purchasing Agent, unless an immediate award of the contract or purchase is required to protect substantial interests of the City.

- E. Protest Review: The Purchasing Agent shall determine if the protest is timely filed. If the Purchasing Agent determines the protest is timely filed, the protest shall be dismissed if the Purchasing Agent determines the protest alleges facts that, if true, do not provide an adequate basis for the protest. Otherwise, the Purchasing Agent shall uphold the protest.
- F. Appeal: Any person aggrieved of a determination of a Department Head, the Purchasing Agent or Chief Procurement Officer in connection with the provisions of this chapter may appeal the determination or action to the City Council within five business days from the Purchasing Agent's decision by filing a written appeal to the City Recorder, stating the reasons therefor. The City Council shall schedule a hearing on the matter within ten days of the Recorder's receipt of the appeal.

2-1-110: BUDGET LIMITATION. No expenditure or encumbrance shall be made for any supplies, services, or construction project that exceeds the funded amount in the City budget, except as may be provided in an emergency situation.

2-1-120: DELIVERY OF SUPPLIES. When supplies are delivered, the Purchasing Agent or the Department Head who requested the supplies shall inspect the supplies received to assure that the correct quantity and quality have been delivered. If the supplies delivered are satisfactory, the supplies shall be accepted and a copy of the packing slip, invoice, or other delivery document (or an electronic copy of such) shall be forwarded to accounts payable for review, payment, and filing.

2-1-130: INVENTORY MANAGEMENT. Department heads shall exercise supervision of all inventories of tangible City property within the control of or assigned to their departments. All City property located in warehouses and similar storage areas shall be inventoried annually. Accountability for the property shall reside with the respective Department Head.

2-1-140. DESIGN PROFESSIONAL SERVICES. The Purchasing Agent may establish criteria in a Request for Qualifications or Request for Proposals by which the qualifications of a design professional will be evaluated as provided by Utah Code Ann. 63G-6a-1502.5. The Purchasing Agent shall follow all requirements of Utah Code Ann. 63G-6a-1501 et seq. in securing design professional services, including appointing an evaluation committee of at least three members.

2-1-150. PETTY CASH. The City shall maintain a petty cash fund in which the total amount of cash, vouchers and receipts shall not exceed \$300. The petty cash fund shall be kept in a locked box maintained by the City Treasurer. A City employee may receive up to \$50 from the petty cash fund for any lawful and necessary expenditure to be made on behalf of the City and shall sign a petty cash voucher showing the amount received and an explanation of the intended use of the money. Within three business days after making the expenditure, the employee shall return any excess money to the petty cash fund and staple the itemized receipt for the expenditure to the petty cash voucher. Employees shall not receive any money from the petty cash fund for personal use. When money in the petty cash fund falls below \$100, the City Treasurer shall draft a check to the petty cash fund to raise the amount of currency in the fund to \$300.

2-1-160. CITY PURCHASING CARDS.

- A. City employees and officials who have been issued a City purchasing card may use such card for City purchases and are encouraged, whenever possible, to use vendors with whom the City has an existing account. The card holder must deem that using the purchasing card is in the best interest of the City and would expedite the purchase process.
- B. All purchases made with City purchasing cards shall require a receipt. The receipt shall be turned in to the City Treasurer with the purchasing card monthly statement.
- C. The City Treasurer shall review all purchasing card statements.
- D. Personal purchases of any type on a City-issued purchasing card are strictly prohibited.
- E. Each employee who has access to a City purchasing card shall sign a purchasing card use agreement.
- F. Employees using City purchasing cards shall comply with Section 2-1-190 of this code. Anyone found in violation of this section may be subject to disciplinary action up to and including termination and may be subject to prosecution under the law.

2-1-170: DISPOSAL OF SURPLUS PROPERTY.

- A. Real Property.
 - 1. The City Council may authorize by resolution the disposal, including by sale, lease, or other lawful manner, of real property for the benefit of the City as provided by Utah Code Ann. 10-8-2, as amended. A significant parcel of real property is a parcel greater than one acre or that has a reasonable value more than \$100,000.
 - 2. The Chief Procurement Officer shall make an initial determination that real property is surplus. Surplus real property may include real property that is not needed for City infrastructure; property whose cost to maintain outweighs its value to the City; property that is part of a trade that will benefit the City, the sale of which will realize significant financial benefits to the City; or the disposal of which is otherwise in the public interest.
 - 3. Before the City may dispose of a significant parcel of real property, the City shall provide notice and hold a public meeting at which the City Council shall accept public comment on the proposed disposition.
 - 4. All disposal, leases, or subleases of such real property of the City other than a significant parcel of real property, shall be made, as nearly as possible, under the same conditions and limitations as required by this chapter for the purchase of property, including notice and bidding procedures.

5. The City Council may authorize at its discretion and under such terms and conditions as it deems desirable, fair and appropriate, considering the intended use, property tax value and the interests of the City, the sale of any surplus real property, through public auction or other method designed to best serve the interests of City residents and produce a fair return; the trade or exchange of any surplus real property; or the lease or sublease of any surplus real property.

B. Personal Property.

1. Whenever personal property is no longer needed by a City department, the Department Head having control of such property shall notify the Chief Procurement Officer or designee. The Chief Procurement Officer or designee shall notify other City departments of the availability of such property. If the property is requested, the Chief Procurement Officer or designee shall supervise the transfer of such property to the department requesting the property.
2. If City personal property becomes surplus, unused, obsolete, unsuitable for public use, or otherwise no longer needed, the property shall be disposed of as follows:
 - a. City personal property that is included in the fixed asset register shall not be disposed of, or sold through public auction, until such property is declared surplus by the City Council. Once this property is declared surplus by the City Council, it may be sold to the highest bidder by the Purchasing Agent through an approved public auction service provider or through public auction.
 - b. City personal property that was not originally included in the fixed asset register may be sold to the highest bidder by the Purchasing Agent through an approved public auction service provider or by conducting a public auction.. The Chief Procurement Officer shall have the right to reject any bids or offers for City personal property when in the best interest of the City.
 - c. If a surplus item remains unsold after reasonable attempts to sell it through public auction, the Chief Procurement Officer may sell the surplus item to any person for such price as the Chief Procurement Officer deems appropriate or may dispose of the item at the Chief Procurement Officer's discretion.
 - d. Personal property that is fully consumed in its use for official City business shall be disposed of in any reasonable manner approved by the Purchasing Agent.
 - e. Monetary proceeds from the sale or other disposition of items pursuant to this section which were an enterprise fund asset or purchased with enterprise fund revenues shall be credited to the respective enterprise fund. All other proceeds shall be credited to the City's general fund.
 - f. Where personal property is of such a size, shape, or is so unique as to be unmarketable, the requirements of this section may be waived and such property

may be sold or otherwise disposed of in any reasonable manner, with the approval of the City Council.

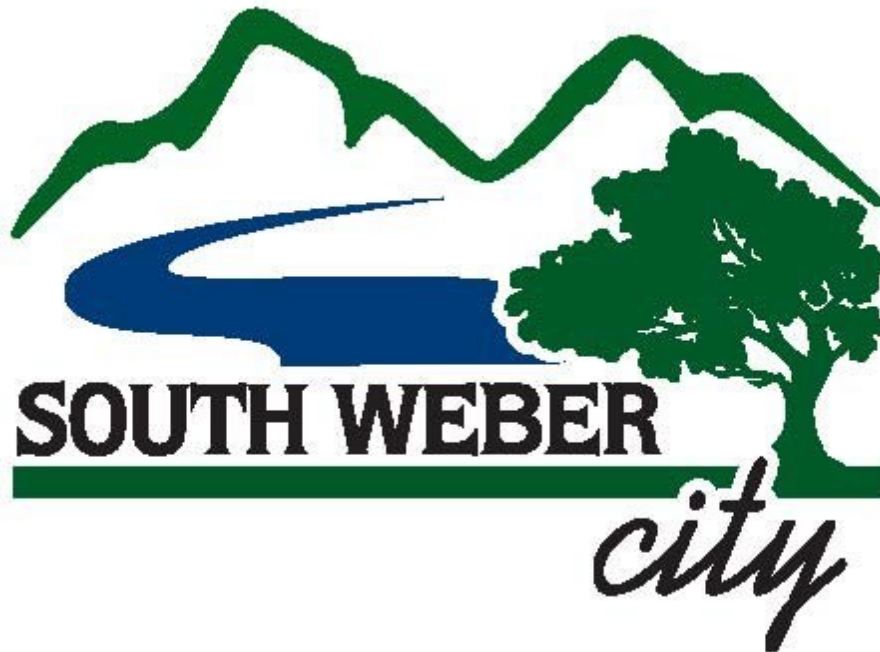
2-1-180 ADVERTISING REQUIREMENTS. All procurement solicitations shall conform to the following advertising requirements, as applicable. Unless otherwise stated, procurement solicitations may be posted in E-Procurement websites rather than advertised in a printed medium.

- A. Invitations for Bids and Requests for Proposals shall be advertised a minimum of five days in advance of the bid due date at least once in a generally and widely available medium, which may include newspapers, business journals or posted on an E-Procurement website.
- B. Invitations for Bids for building improvement and public works projects shall be published at least twice in a newspaper published or of general circulation in the City, at least five business days before opening the bids; and in accordance with Utah Code Ann. § 45-1-101, as amended, at least five business days before opening the bids.
- C. Invitations for Bids for class C road improvement projects shall be advertised at least once a week for three consecutive weeks in a newspaper of general circulation; and in accordance with Utah Code Ann. § 45-1-101, as amended, for three weeks.
- D. Notice to surplus real property shall be provided at least 14 calendar days before the opportunity for public comment by posting the property with notice of the consideration of designating it surplus and mailing notice to each owner of real property within 300 feet of the property that is the subject of the proposed disposition as shown on the last assessment rolls of the county in which the property is located.
- E. Notice for the sale of surplus personal property shall be advertised at least ten business days prior to the sale or opening of bids at least once in a newspaper of general circulation; or posted on a public surplus company website. The notice shall describe the property to be sold, the terms of sale and the place and time of such sale or bid opening.

2-1-190: ETHICS.

- A. Disclosure of Pecuniary Interest. Officers or employees of the City having a direct or indirect pecuniary interest in any contract entered into by the City shall disclose such interest. All officers and employees shall comply with applicable provisions of State law regarding ethics, including the Utah Municipal Officers' and Employees' Ethics Act, Utah Code Ann. 10-3-1301, et seq., as amended and adopted by the City.
- B. Personal Use. Purchase of supplies, services, or equipment by the City for personal use by officers or employees of the City is prohibited.
- C. Disciplinary Action. A violation of this section by officers or employees of the City may be cause for disciplinary action up to and including termination, in accordance with the disciplinary procedures set forth in the Personnel Policies and Procedures of the City.

2-1-200: VIOLATIONS. Any purchase or contract executed in violation of the provisions of this chapter or applicable state law shall be void as to the City, and any funds expended thereupon may be recovered by the City through appropriate action.



Procurement Policy 2016

SOUTH WEBER CITY

(As adopted by Resolution 16-36)

PROCUREMENT POLICY

- I. Purpose and Scope.**
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XII. Disposal of Property.

XIII. Ethics.

I. Purpose and Scope.

The purpose of this policy is to establish procedures and guidelines for the procurement of supplies, services, and construction for the City of South Weber, and to ensure that all such purchases, or encumbrances, are of acceptable quality and are made equitably, efficiently and economically. Additional purpose of this policy is to establish procedures for the disposal of City property. Any deviations from this policy must have prior approval, in writing, from the City Council.

II. Laws and Regulations.

(1) Expenditures, purchases and encumbrances for the City shall conform to the provisions of this policy and applicable provisions of State law. No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase, or encumbrance are available and the purchase is approved by the appropriate City official(s) as defined in section (V) of this policy, except for emergencies as provided in Section 10-6-129, Utah Code Ann., 1953 and as provided in section (VIII) (4) of this policy.

(2) Notwithstanding the provisions of subsection (1) above, whenever a purchase or encumbrance is made with State or Federal funds and the applicable State or Federal law or regulation is in conflict with this policy to the extent that following the provisions of this policy would jeopardize the use of those or future State or Federal funds, such conflicting provisions of this policy shall not apply and the City shall follow the procedures required by the State or Federal law or regulation.

(3) The City shall maintain records pertaining to purchases and encumbrances made under this policy in accordance with the Utah Government Records Access and Management Act.

III. Definitions.

As used in this Policy, the following words shall mean:

(1) “**City**” means the City of South Weber, Utah, and employees authorized by the City to make purchases for the City.

(2) “**Department Head**” means the executive director of a department (Public Works, Finance, Recreation, and Fire) that oversees the professional, administrative, and managerial duties pertaining to the operations and performance of their respective department.

(3) “**Construction Projects**” means the process of building, renovating, altering, improving, or repairing public buildings or public works. “Construction Projects” does not mean the routine operation, repair, or maintenance of existing structures, buildings, or real property.

(4) “**Procurement**” means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise encumbering the City as a means of acquiring supplies, services, or construction, and all functions that pertain to the obtaining of supplies, services, or construction, including the solicitation of sources, selection, award, and all phases of contract administration.

(5) “**Professional Services**” means the furnishing of services for auditing, banking, insurance, engineering, legal, architectural, and other forms of professional consulting.

(6) “**Responsible Bidder**” means a person who submits a bid to furnish supplies, services or construction for the City pursuant to and in accordance with the terms and conditions of this policy and who furnishes, when requested, sufficient information and data to prove his or her financial resources, production or service facilities, service reputation and experience are adequate to the satisfaction of the City.

(7) “**Service Contract**” means any agreement for maintenance and services as may be required for the upkeep and repair of equipment, facilities, etc.

(8) “**Services**” means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports which are merely incidental to the required performance. “Services” does not include employment agreements.

(9) “**Supplies**” means all property, including but not limited to equipment, materials, and printing. “Supplies” does not include real property or any interest therein.

IV. Purchase Orders.

For the purchase of supplies, services or construction having a unit value of \$1,000.00 or more, a Purchase Order shall be submitted to the City Manager, or designee, for approval, except in circumstances permitted by this policy (i.e. emergency purchases). The City Manager, or designee, shall review all Purchase Orders to ensure the expenditure requested is for a City purpose, funds are available to cover the expenditure, and the purchase is being made according to the purchasing rules and regulations contained herein. A Purchase Order shall not be required for service contracts entered into between the City and the contracted party which specify the cost of service.

V. Approval, Review, and Verification.

- (1) Department Heads. Purchases with a value of less than \$1,000 require approval by the Department Head, or designee. A Department Head, or designee, is responsible to verify the procedures set forth herein have been accurately followed prior to giving approval. Department Heads are responsible to ensure there are sufficient funds budgeted and available within their department's budget to cover the purchase(s) or encumbrance(s) to be made.
- (2) City Manager. Purchases below \$5,000 require prior approval of the Department Head, or designee, and the City Manager, or designee. The City Manager, or designee, shall verify the procedures set forth herein have been accurately followed prior to giving approval, and shall ensure there are sufficient funds budgeted and available to cover the purchase(s) or encumbrance(s) to be made. The City Manager shall ensure there are sufficient funds available within the general fund to cover the purchase or encumbrance without exceeding the budget.
- (3) City Council. Purchases of \$5,000 or more for items for require the approval of the Department Head, or designee, City Manager, or designee, and the City Council. The City Manager, or designee, shall verify that the procedures set forth herein have been accurately followed prior to the City Council giving approval.
- (4) Review. The City Manager, or designee, shall review all procurements or encumbrances made to ensure accuracy and compliance with this policy.
- (5) Verification and Approval for Payment. The Department Head, or designee, shall verify that all goods and services have been satisfactorily received prior to payment. Should a verification and/or approval for payment not fall under this section, refer to section IX.

VI. Bidding Procedures.

- (1) Determination. When the City intends to purchase capital equipment, undertake a building improvement or a construction project it shall cause:
 - (a) plans and specifications to be made for the equipment, building improvement or public works project; and
 - (b) an estimate of the cost of the equipment, building improvement or public works project to be made.

If the estimated cost of the equipment, building improvement or public works project exceeds the bid limits set forth in this section and if the City determines to proceed with the project, the City shall follow the formal bidding procedures set forth in this section. If the estimated cost of the equipment, building improvement or public works project does not exceed the bid limits set forth in this section and if the City determines to proceed with the project; the City shall refer to the informal bidding procedures set forth in section (VII) of this policy.

Formal Bidding Procedures:

(2) Type of Purchases and Bid Limits. The following are the types of purchases and bid limits for which formal bidding procedures apply.

(a) Capital Equipment purchases estimated to cost \$25,000 or more.

(b) Construction Projects estimated to cost \$25,000 or more.

(3) Plans and Specifications. The City shall cause plans and specifications to be prepared and approved prior to any advertisement for bids.

(4) Invitation for Bids. An invitation for bids shall be prepared by the City and shall, at a minimum, include the following:

(a) a description of the goods or services to be purchased or work to be performed;

(b) contract terms, conditions and bond requirements applicable to the purchase or work;

(c) the criteria that will be used to evaluate the bid;

(d) notification of the location where plans, specifications and other information may be obtained;

(e) the time and place of the bid opening; and (f) the right of the City to reject any-and-all bids.

(5) Notice. At a minimum, public notice of the invitation for bids shall be published in accordance with State law. The need for additional notice shall be determined on a case-by-case basis.

(6) Amending Invitation. The City may amend, supplement, or cancel the invitation at any time prior to the opening of the bids when deemed in the best interest of the City.

(7) Sealed Bids. All bids received by the City shall be in sealed envelopes. The envelopes shall not be opened prior to the time set for opening of the bids, except as provided in Subsection (7).

(8) Correction of Bids. The City may permit correction or withdrawal of bids prior to any bid opening. After bid opening, no changes in bid prices may be permitted; however, the City, in its discretion and upon a showing of hardship by the bidder, may allow the withdrawal of a bid containing a substantial error. Any decision to permit the correction or withdrawal of bids shall be supported, in writing, by the City.

(9) Opening Bids. Bids shall be opened in public and in the presence of one or more documented witnesses at the time and place designated in the Invitation for Bids.

(10) Recording Bids. The total amount of each bid and the name of the bidder shall be read aloud as the bids are opened, and such information shall be recorded and open to public inspection.

(11) Evaluating Bids. At the time of opening, the bids shall be briefly evaluated by the City to determine the apparent lowest responsible and responsive bidder based on the criteria set forth in the Invitation for Bids (VI) (3).

(12) Determination. The City shall, within a reasonable time following the bid opening, determine the lowest responsible and responsive bidder and, when deemed necessary, may request additional information with respect to the responsibility of a bidder. The unreasonable failure of a bidder to promptly supply information or proof regarding responsibility may be grounds for a determination of non-responsibility and/or non-responsiveness of the bidder.

(13) Award. Following sufficient evaluation of the bids the City Council may later accept, reject, or modify the determination and thereupon award the contract or reject any and all bids.

(14) Cancellation and Rejection of Bids. The City reserves the right to cancel an invitation for bids or to reject any or all bids. Such cancellation or rejection shall be in writing. If, after cancellation or rejection of all bids, the City decides to make the purchase or encumbrance, it shall, when required by State law, repeat sections (3) thru (12) above. If after repeating sections (3) thru (12) above, no satisfactory bid is received, the City may proceed to negotiate or make the improvement or acquisition or enter such other agreements as it deems necessary or desirable.

(15) Tie Bids. If two or more bids received are for the same total amount or unit price, and all other criteria being equal, the City shall inform the tied bidders of the fact and invite new bids from those tied. The City shall then accept the lowest bid made by and after equal and fair opportunity to re-bid.

(16) Bonds. Prior to entering any contract hereunder, the City may require performance and payment bonds to be provided in such form and amounts as required by law and by the City as reasonably necessary to protect the best interest of the City.

(17) Exceptions. Any exceptions to the procedures set forth in this section must be in the best interest of the City and must have prior, written approval by the Mayor, or designee. Exceptions include emergency repairs and expenditures that fall below the bid limits set forth in section (VI) (1).

VII. Informal Bidding Procedures (Quotes).

(1) Type of Purchase. The following are the types of purchases and amounts for which informal bidding procedures apply.

- (a) Capital Equipment purchases estimated to be between \$2,500 and \$24,999.
- (b) Construction Projects estimated to be between \$2,500 and \$24,999.

(2) Bidding Procedure.

- (a) Invitation for Bids. When possible, the purchaser shall solicit a minimum of three (3) written bids. Such bids shall be recorded and kept by the City.
- (b) Evaluation. The City shall review and evaluate the bids based on such criteria as deemed appropriate.
- (c) Determination. The City shall determine the lowest responsible and responsive bidder and award the contract to such bidder.
- (d) Bid Award. Prior to awarding the bid, the purchaser shall verify proper approval has been granted in accordance with the approval procedures set forth in section (V) of this policy.
- (e) Exceptions. Exceptions to the procedures set forth in this section must be in the best interest of the City and must have prior, written, approval by the City Manager.

VIII. Exempt Expenditures.

The following expenditures shall be referred to as exempt expenditures and may be made with or without the formal or informal bidding procedures but shall be made with as much competition as practicable under the circumstances and in accordance with the approval policy in (V) of this policy.

- (1) Minor. Expenditures amounting to less than \$2,500, unless otherwise deemed necessary or in the best interest of the City. It shall be unlawful to artificially divide a purchase or expenditure so as to constitute a minor expenditure under this subsection.
- (2) Single Source. Expenditures for goods or services which, by their nature, are not reasonably adapted to award by competitive bidding. These expenditures include goods or services which can be purchased only from one source; contracts for additions to and repair and maintenance of equipment already owned by the City which may be more efficiently added to, repaired or maintained by a certain person or firm; and equipment which, by reason of the training of City personnel or an inventory of replacement parts, is compatible with the existing equipment owned by the City. Prior to any expenditure under this subsection, the City shall determine, in writing, that the requirements of this subsection have been satisfied.
- (3) Professional Services. Professional services, by their nature, are not reasonably adapted to award by competitive bidding. Such services shall be obtained according to the guidelines of section (IX) of this policy.
- (4) Emergency. Expenditures made under the existence of an emergency condition when unforeseen circumstances arise which threaten the public's health, welfare or safety, as provided by State law. Following an emergency expenditure, and as soon as practicable, a purchase order shall be filled out and submitted by the department for which the emergency purchase was made. Such purchase orders shall be treated as regular purchase orders and shall require the appropriate approval signatures as defined under section (V) of this policy.
- (5) State Bidding. Expenditures for which competitive bidding or price negotiation has already occurred at the State level.

- (6) Inter-local Cooperation. Expenditures made in conjunction with an agreement approved by resolution of the City Council between the City and another city or governmental entity.
- (7) Other Exemptions. Additional exemptions may be granted by the City Council.
- (8) Exceptions. In the event that a project should have a change order or a price variance due to unknown or unforeseen circumstances, conditions, and/or factors affecting the outcome of the project, the City Manager shall notify the council of any condition that would exceed 20% of the original bid/quote amount.

IX. Service Contracts and Professional Services.

Service Contracts and Professional Services shall be awarded at the discretion of the City based on the City's evaluation of the professional qualifications, service ability, experience, cost of services, and other applicable criteria as may be established. Prior to entering into a service contract, the City shall determine that it is within the best interest of the City to do so, and that as many providers as practical have been considered for the service. Approval of such contracts shall be in accordance with this policy and all aspects of the service contract shall be reviewed, by the City, prior to entering into any contract for goods and services. When reasonable, more than one proposal shall be submitted from prospective service providers. Once a service contract has been issued, the periodic payments do not require additional approval, from the City Manager, provided that said contract payments have been properly budgeted.

X. Petty Cash.

The City shall maintain a petty cash fund. The total amount of cash, vouchers and receipts in the petty cash fund shall not exceed three hundred dollars (\$300). The petty cash fund shall be kept in a locked box and maintained by the City Treasurer. Any employee receiving money from the petty cash fund shall sign a Petty Cash Voucher showing the amount received and an explanation of the intended use of the money. Within a reasonable time, after making the expenditure, the employee shall return any excess money to the petty cash fund and staple the receipt for the expenditure to the Petty Cash Voucher.

XI. City Purchasing Cards.

- (1) Purchases. Employees/officials who have been issued a City purchasing card may use such card for purchases and are encouraged, whenever possible, to use vendors with whom the City has an existing account. The card holder must deem that using the purchasing card is in the best interest of the City and would expedite the purchase process. Purchases made with city purchasing cards shall require a receipt for all purchases, and such receipt shall be turned in with the purchasing card statement.

- (2) Review. The City Treasurer shall review all credit card statements.
- (3) Ethics. Departments and employees using City credit cards must abide by the ethics policy contained herein. Anyone found in violation of this policy may be subject to disciplinary action up to and including termination and may be subject to prosecution under the law.
- (4) All employees who have access to a city credit card shall sign a credit card use agreement.

XII. Disposal of Property.

(1) Except as set forth in Subsection (2) below, all disposals, leases, or subleases of public property of the City shall be made, as nearly as possible, under the same conditions and limitations as required by this policy in the purchase of public property, provided the City may also authorize, at its discretion and under such terms and conditions as it may deem desirable, fair, and appropriate considering intended use, property tax value, and the interests of the City, the following:

- (a) the sale of any surplus property at public auction;
- (b) after the receipt of sealed bids,
- (c) the trade or exchange of any surplus property; and (d) the lease or sublease of any surplus property.

(2) Disposal, lease, sublease or exchange of public real property with an estimated value of greater than \$5,000 shall be made in compliance with the following requirements:

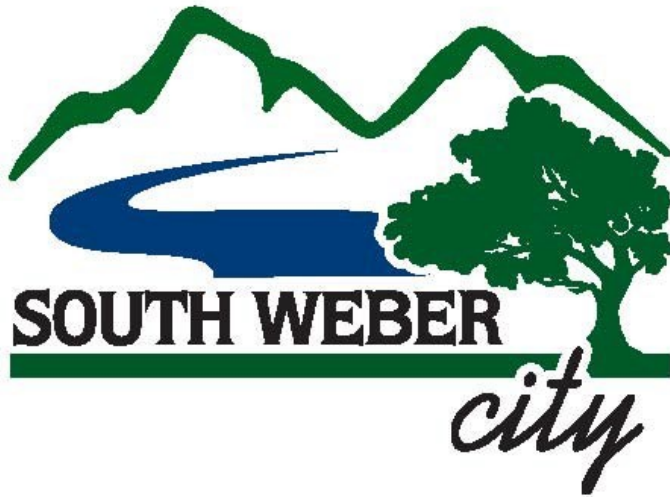
- (a) An appraisal shall be obtained establishing the fair market value of the property for lease, exchange or purchase;
- (b) The property shall be disposed of by the acceptance of sealed bids, at public auction, or by some other means of disposal reasonably calculated to obtain equivalent fair market value including, but not limited to, negotiated sale or exchange;
- (c) The City may consider the nature of the property to be disposed of, the interest of adjacent property owners and the proposed benefit to be derived by the bidder(s) in deciding how and to whom it will dispose of real property and such factors may be taken into account in determining the manner of disposal in the public interest;
- (d) Disposal of real property shall be in accordance with the requirements of state law.

XIII. Ethics.

(1) Officers or employees of the City having a direct or indirect pecuniary interest in any contract entered into by the City shall disclose such interest and all officers and employees are required to comply with applicable provisions of State law regarding ethics, including the Utah Municipal Officers' and Employees' Ethics Act, Utah Code Ann. 10-3-1301, et seq., as amended and adopted by the City.

(2) Personal Use. Purchases of supplies, services, or equipment by the City for personal use by officers or employees of the City are prohibited.

(3) Violation. Violations of this section by officers or employees of the City may be cause for disciplinary action up to and including termination, in accordance with the disciplinary procedures as set forth in the Personnel Policies and Procedures, as set forth by the city.



ORDINANCE NO. 20-

AN ORDINANCE OF THE ~~Procurement~~ **Policy**
2016

SOUTH WEBER CITY
(As adopted by Resolution 16-36)

COUNCIL ADOPTING CITY CODE TITLE 2 CHAPTER 1, ~~PROCUREMENT~~ **POLICY**
CODE

- ~~I. Purpose and Scope.~~
- ~~II. Laws and Regulations.~~
- ~~III. Definitions.~~
- ~~IV. Purchase Orders.~~
- ~~V. Approval, Review, and Verification.~~ ~~VI. Formal Bidding Procedures.~~
- ~~VII. Informal Bidding Procedures.~~
- ~~VIII. Exempt Expenditures.~~

Amended 12/13/2016 Resolution 16-36

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~~IX. Service Contracts and Professional Services. X.~~

~~Petty Cash.~~

~~XI. City Credit Cards.~~

~~XII. Disposal of Property.~~

~~XIII. Ethics.~~

~~I. Purpose and Scope.~~

WHEREAS, Utah Code Ann. 63G-6a-105(1) and (4) provides that every procurement is governed by the State procurement code and that municipalities may adopt any section of that chapter or its implementing regulations; and

WHEREAS, UCA 63G-6a-105(2) provides that the State procurement code does not apply to a public entity that is not a procurement unit; and

WHEREAS, UCA 63G-6a-103(49) defines local government procurement unit to include a municipality, unless the municipality adopts its own procurement code by ordinance; and

WHEREAS, a municipality is therefore allowed to adopt its own procurement ordinance and thereby exempt itself from the State procurement code, except for those State provisions the city specifically adopts; and

WHEREAS, the City Council finds it is in the public interest to adopt its own procurement code;

NOW, THEREFORE, BE IT ORDAINED by the South Weber City Council that Title 2 Chapter 1 of the South Weber City Code is hereby adopted to read as attached hereto as Exhibit A. This Ordinance shall take effect immediately upon passage and publication or posting.

Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the day of _____ 2020.

ATTEST:

MAYOR: Jo Sjoblom

Lisa Smith, City Recorder

Roll call vote is as follows:

Mr. Halverson Yes No

Mr. Soderquist Yes No

Ms. Petty Yes No

Ms. Alberts Yes No
Mr. Winsor Yes No

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CERTIFICATE OF POSTING

I, the duly appointed recorder for the City of South Weber, hereby certify that Ordinance 20-
was passed and adopted the _____ day of _____ 2020, and also certify that complete
copies of the ordinance were posted in the following locations within the municipality this _____
day of _____, 2020:

1. South Weber Elementary, 1285 E. Lester Drive
2. South Weber Family Activity Center, 1181 E. Lester Drive
3. South Weber City Building, 1600 E. South Weber Drive

Lisa Smith, City Recorder

EXHIBIT A

TITLE 2
REVENUE AND TAXATION

Chapter 1
Procurement

- 2-1-010: PURPOSE AND SCOPE**
- 2-1-020: DEFINITIONS**
- 2-1-030: APPLICATION**
- 2-1-040: PROCUREMENT OFFICERS; DUTIES AND AUTHORITY**
- 2-1-050: AUTHORIZATION LIMITS**
- 2-1-060. STANDARD PROCUREMENT PROCESSES**
- 2-1-070: CANCELLATION AND REJECTION OF BIDS AND PROPOSALS**
- 2-1-080: BONDS AND BID SECURITY**
- 2-1-090: CONTRACTS AND CHANGE ORDERS**
- 2-1-100: PROTEST OF SPECIFICATIONS OR AWARD OF PROCUREMENT CONTRACT; APPEAL**
- 2-1-110: BUDGET LIMITATION**
- 2-1-120: DELIVERY OF SUPPLIES**
- 2-1-130: INVENTORY MANAGEMENT**
- 2-1-140. DESIGN PROFESSIONAL SERVICES**
- 2-1-150. PETTY CASH**
- 2-1-160. CITY PURCHASING CARDS**
- 2-1-170: DISPOSAL OF SURPLUS PROPERTY**
- 2-1-180 ADVERTISING REQUIREMENTS**
- 2-1-190: ETHICS**
- 2-1-200: VIOLATIONS**

2-1-010: PURPOSE AND SCOPE. The purpose of this ~~policy~~chapter is to establish procedures and guidelines for the procurement of supplies, services, and construction for the City of South Weber, and to ensure that all such purchases, ~~or and encumbrances,~~ are of acceptable quality and are made equitably, efficiently and economically. ~~Additional~~ A second purpose of this ~~policy~~chapter is to establish procedures for the disposal of City surplus property. ~~Any deviations from this policy must have prior approval, in writing, from the City Council.~~

II. Laws and Regulations.

~~(1) Expenditures, purchases and encumbrances for the City shall conform to the provisions of this policy and applicable provisions of State law. No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase, or encumbrance are available and the purchase is approved by the appropriate City official(s) as defined in section (V) of this policy, except for emergencies as provided in Section 10-6-129, Utah Code Ann., 1953 and as provided in section (VIII) (4) of this policy.~~

~~Notwithstanding the provisions of subsection (1) above, whenever a purchase or encumbrance is made with State or Federal funds and the applicable State or Federal law or regulation is in conflict with this~~

~~Amended 12/13/2016 Resolution 16-36~~

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policy to the extent that following the provisions of this policy would jeopardize the use of those or future State or Federal funds, such conflicting provisions of this policy shall not apply and the City shall follow the procedures required by the State or Federal law or regulation.

2-1-020: DEFINITIONS. As used in this chapter:

A. BUILDING IMPROVEMENT means the construction or repair of a public building or structure.

B. CAPTIAL EXPENDITURE means a capital asset purchase greater than \$10,000 and a life expectancy of three years or more or extends the life of the asset.

C. CHIEF PROCUREMENT OFFICER means the City Manager.

~~(2)~~ CITY,

~~(3) The City shall maintain records pertaining to purchases and encumbrances made under this policy in accordance with the Utah Government Records Access and Management Act.~~

III. Definitions.

As used in this Policy, the following words shall mean:

~~(4)D.~~ "City" means the City of South Weber, Utah, and employees authorized by the City to make purchases for the City.

E. "Department Head" means the executive CLASS C ROAD IMPROVEMENT PROJECT means the construction and maintenance of a class C road.

F. CONSTRUCTION MATERIALS mean the supplies and services used to complete a construction project.

G. CONSTRUCTION OF CLASS C ROADS means work that would apply to any new City roadbed either by addition to existing systems or relocations; resurfacing of existing roadways with more than two inches of bituminous pavement; or new structures or replacement of existing structures, except the replacement of drainage culverts.

H. CONSTRUCTION PROJECT means a building improvement, public works project, or class C road improvement project. Construction project does not mean the routine operation, repair, or maintenance of existing structures, buildings, or real property.

~~(2)I.~~ DEPARTMENT HEAD means the director of a department, including Public Works, Finance, Recreation, and Fire, that oversees the professional, administrative, and managerial duties pertaining to the operations and performance of their respective department.

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“Construction Projects”

J. DESIGN PROFESSIONAL means the process of building, renovating, altering, improving an individual licensed as an architect, professional engineer, professional land surveyor, or repairing public buildings or public works. “Construction Projects” does not an individual certified as a commercial interior designer.

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K. DESIGN PROFESSIONAL SERVICES mean professional services within the scope of the routine operation, repair practice of architecture, professional engineering, professional land surveying, master planning and programming services, or commercial interior design.

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(3)L. EMERGENCY PROCUREMENT means the procurement of supplies, services, or maintenance of construction materials that cannot be purchased through normal procurement methods due to an existing structures, buildings, or real imminent emergency condition. An emergency condition is a situation, which creates an immediate and serious threat to public health, life, safety, or property. An emergency condition is usually, but not always, the result of floods, natural disasters, epidemics, riots, or critical equipment failures.

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“Procurement”

M. EMPLOYEE means an individual duly employed and authorized by the City to make purchases for the City.

N. INVITATION FOR BIDS means a procurement document used for seeking competition for large expenditure purchases or small expenditure purchases that may ultimately exceed the aggregate threshold for a small expenditure purchases, and which is submitted electronically or in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of bids.

O. MAINTENANCE OF CLASS C ROADS means the keeping of a road facility in a safe and stable condition to which it was constructed or improved, and includes the reworking of an existing surface by the application of up to and including two inches of bituminous pavement; the installation or replacement of guardrails, seal coats, and culverts; the grading or widening of an existing unpaved road or flattening of shoulders or side slopes to meet current width and safety standards; and horizontal or vertical alignment changes necessary to bring an existing road into compliance with current safety standards.

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(4)P. PROCUREMENT means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise encumbering the City as a means of acquiring supplies, services, or construction materials, and all functions that pertain to the obtaining of supplies, services any supply, service, or construction materials, including the solicitation of sources, selection, award, and all phases of contract administration.

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“Professional Services” means the furnishing of services for

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~~(5) Q. PROFESSIONAL SERVICES mean auditing, banking, insurance, engineering, legal, architectural, and other forms of professional consulting, but not design professional services.~~

~~(6) "Responsible Bidder" means a person who submits a bid to furnish supplies, services or construction for the City pursuant to and in accordance with the terms and conditions of this policy and who furnishes, when requested, sufficient information and data to prove his or her financial resources, production or service facilities, service reputation and experience are adequate to the satisfaction of the City.~~

~~(7) "Service Contract" means any agreement for maintenance and services as may be required for the upkeep and repair of equipment, facilities, etc.~~

~~"Services" means~~

~~R. PUBLIC WORKS PROJECT means the construction of a park or recreational facility, a pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control, or street lighting. Public works project does not include the replacement or repair of existing infrastructure on private property.~~

~~S. PURCHASE ORDER means a procurement document issued by the purchaser to formalize a purchasing transaction or contract with a supplier. A purchase order encumbers funds that were properly appropriated for a particular purchase from an approved budget account. A purchase order is sent to a supplier to initiate or place an order.~~

~~T. QUOTE means an electronic or written offer to sell goods or services at a certain price, under specified conditions.~~

~~U. RESPONSIVE AND RESPONSIBLE BIDDER means a person who submits a bid that conforms in all material aspects to the bid specifications, and who has the capability in all respects to perform in full the contract or purchase order requirements in a timely manner.~~

~~V. REQUEST FOR PROPOSALS means a document used to solicit proposals to provide a procurement item to a procurement unit, including all other documents that are attached to that document or incorporated in that document by reference.~~

~~W. REQUEST FOR QUALIFICATIONS means a document used to solicit the qualifications, experience, training, and ability to perform a given task or project.~~

~~X. SEALED BIDS is also called an Invitation for Bids.~~

~~(8) Y. SERVICES mean the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports which that are merely~~

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incidental to the required performance. "Services" does not include employment agreements ~~or collective bargaining agreements.~~

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~~"Supplies"~~

~~Z. SOLE SOURCE PROCUREMENT means the procurement of supplies or services that are only available from a single supplier or manufacturer.~~

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~~AA. SOLICITATION means the process of notifying prospective bidders that the City wishes to receive quotes, bids, or proposals for supplies or services. The process may consist of public advertising, invitations to bid, or requests for proposals to prospective bidders.~~

~~(9)BB. SUPPLIES mean all personal property, including but not limited to goods, equipment, materials, and printing. "Supplies" does not include real property or any interest therein.~~

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2-1-030: APPLICATION.

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~~A. All procurement-related expenditures of the City shall conform to the provisions of this chapter and applicable provisions of State law including, but not limited to, the Uniform Fiscal Procedures Act set forth at Utah Code Ann. §10-6-101, et seq., as amended. Any expenditures involving federal assistance funds shall comply with applicable federal law and regulations. Any expenditure involving the construction, maintenance or improvement of a class C road or work using class C funds shall comply with Utah Code Ann. 72-6-108 and 72-6-109, as amended.~~

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~~B. Procurement-related expenditures not covered under this chapter shall follow the Utah Procurement Code, Utah Code Ann. 63G-6a-101 et seq.~~

~~C. All procurement shall follow the ethical standards of the Utah Municipal Officers' and Employees' Ethics Act, Utah Code Ann. 10-3-1301, et seq.~~

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The City shall maintain records pertaining to purchases and encumbrances made under this

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IV. Purchase Orders.

~~For the purchase of supplies, services or construction having a unit value of \$1,000.00 or more, a Purchase Order shall be submitted to the City Manager, or designee, for approval, except in circumstances permitted by this policy (i.e. emergency purchases). The City Manager, or designee, shall review all Purchase Orders to ensure the expenditure requested is for a City purpose, funds are available to cover the expenditure, and the purchase is being made according to the purchasing rules and regulations contained herein. A Purchase Order shall not be required for service contracts entered into between the City and the contracted party which specify the cost of service.~~

V. Approval, Review, and Verification.

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~~(1) Department Heads. Purchases with a value of less than \$1,000 require approval by the Department Head, or designee. A Department Head, or designee, is responsible to verify the procedures set forth herein have been accurately followed prior to giving approval. Department Heads are responsible to ensure there are sufficient funds budgeted and available within their department's budget to cover the purchase(s) or encumbrance(s) to be made.~~

~~(2) City Manager. Purchases below \$5,000 require prior approval of the Department Head, or designee, and the City Manager, or designee. The City Manager, or designee, shall verify the procedures set forth herein have been accurately followed prior to giving approval, and shall ensure there are sufficient funds budgeted and available to cover the purchase(s) or encumbrance(s) to be made. The City Manager shall ensure there are sufficient funds available within the general fund to cover the purchase or encumbrance without exceeding the budget.~~

~~(3) City Council. Purchases of \$5,000 or more for items for require the approval of the Department Head, or designee, City Manager, or designee, and the City Council. The City Manager, or designee, shall verify that the procedures set forth herein have been accurately followed prior to the City Council giving approval.~~

~~D. Review-chapter in accordance with the Utah Government Records Access and Management Act, Utah Code Ann 63G-2-101 et seq.~~

~~E. No check or warrant to cover any claim against appropriations may be drawn until the claim has been processed according to the relevant provisions of this chapter.~~

2-1-040: PROCUREMENT OFFICERS; DUTIES AND AUTHORITY.

~~A. The City Council shall approve all procurement by the City. The City's procurement authority is hereby delegated as provided in this chapter.~~

~~(4)B. The City Manager shall act as the Chief Procurement Officer. The Chief Procurement Officer, or designee, shall review all procurements or encumbrances made to ensure accuracy and compliance with this ~~policy-chapter,~~~~

~~Verification and Approval~~

~~C. The Chief Procurement Officer or Mayor may sign contracts as specifically authorized in advance by the City Council.~~

~~D. The Chief Procurement Officer shall be responsible for ~~payment.~~ The all purchasing and may delegate the following duties to the Purchasing Agent, who shall be the Finance Director, or to a Department Head, or designee, as necessary:~~

~~1. administering and interpreting this chapter in accordance with any applicable federal, state and local laws, and finance department policies and procedures for carrying out the provisions of this chapter;~~

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2. procuring or supervising the procurement of all supplies and services needed by the City, including preparation of specifications, and negotiating and obtaining the authorized signatures on procurement contracts and purchase orders;
3. exercising general supervision and control over all inventories or supplies of the City and the inspection of and accounting for all such inventories or supplies;
4. preparing and maintaining forms and reports as are reasonably necessary to the operation of this chapter and other rules and regulations of the City;
5. keeping generally informed of current developments in the field of procurement, including market conditions and new products;
6. providing a copy of all contracts and agreements to the City Recorder immediately upon their execution; and
7. administering the sale, trade, exchange, or disposal of the City's surplus personal property.

2-1-050: AUTHORIZATION LIMITS

- A. Department heads may authorize purchase of supplies, services and materials which do not exceed \$4,999 and may sign the contracts pertaining thereto, provided the purchases are made in accordance with procedures set forth in this chapter and there are funds in the department budget to cover the purchases to be made.
- B. Purchases of supplies, services, or construction materials between \$5,000 and \$14,999 require prior approval of the Department Head and the Chief Procurement Officer. The Chief Procurement Officer shall verify that ~~all goods and services~~ the procedures set forth in this chapter ~~have been satisfactorily~~ accurately followed prior to giving approval and shall ensure there are sufficient funds budgeted and available to cover the purchases to be made.
 - a. A purchase order shall be submitted for approval for the purchase of all supplies, services or construction in excess of \$5,000, except in circumstances permitted by this chapter such as emergency purchases or for service contracts entered between the City and contracted party, which specify the cost of service.
- C. Purchases of supplies, services, or construction materials of more than \$15,000 require the approval of the Department Head, Chief Procurement Officer, and the City Council. The Chief Procurement Officer shall verify that the procedures set forth in this chapter have been accurately followed prior to the City Council giving approval.

2-1-060. STANDARD PROCUREMENT PROCESSES.

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Table: Procurement Summary

<u>Amount</u>	<u>Authorization</u>	<u>Process</u>	<u>Policy Reference</u>
\$0 - \$999	Department Head	Small	2-1-060.A.1.a
\$1,000 - \$4,999	Department Head	Small or Exempt	2-1-060.A or C
\$5,000 - \$14,999	City Manager	Small or Exempt	2-1-060.A or C
\$15,000 - \$24,999	City Council	Small or Exempt	2-1-060.A or C
\$25,000 +	City Council	Large or Exempt	2-1-060.B or C

A. Small Purchases.

1. The City's policy and procedure governing purchases under \$25,000 is as follows:

a. Before making a purchase less than \$1,000, the Department Head responsible for purchase shall use means which are reasonable under the circumstances to assure that the City is getting good value and a reasonable price.

(5)b. A purchase of goods or services greater than \$1,000 but not exceeding \$25,000 shall be awarded after solicitation of price quotes from enough prospective vendors to reasonably ensure that the City received prior to payment. Should a verification and/or approval for payment not fall under this section, refer to section IX. a competitive price, unless an exempt expenditure process in 2.1.060.C is followed. Solicitations may be made electronically or in writing. The Purchasing Agent or Department Head shall evaluate the quotes received to determine the lowest responsible and responsive quote. Such quotes shall be recorded and kept by the City.

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c. It is unlawful for a person to intentionally or knowingly divide a procurement into small procurements with the intent to make the procurement qualify as a small purchase or meet the small purchase threshold of \$25,000.

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Purchases

d. ~~VI.~~ for construction, job order contracting, design professional services, other professional services, information technology, and goods may not exceed an annual cumulative threshold of \$25,000 from the same source, unless the Chief Procurement Officer gives written authorization to exceed the threshold that includes the reasons for exceeding the threshold.

B. Large Purchases.

1. The City's policy and procedure governing purchases of \$25,000 and over is as follows:

a. A purchase of goods or services \$25,000 or over shall be awarded with a bidding procedure, unless an exempt expenditure process in 2.1.060.C is followed.

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2. Bidding Procedures.

(1) Determination. When the City intends to purchase

a. Type of Purchases and Bid Limits. The following purchases and bid limits require bidding procedures:

i. capital equipment, undertake a building improvement purchases estimated to cost \$25,000 or a construction project it shall cause; more; and plans and specifications to be made for the equipment;

(a) building improvement or public works project; and

(b) an estimate of the cost of the equipment, building improvement or public works project to be made.

ii. If the estimated cost of the equipment, building improvement or public works project exceeds the bid limits set forth in this section and if the City determines to proceed with the project, the City shall follow the formal bidding procedures set forth in this section. If the projects estimated to cost of the equipment, building improvement or public works project does not exceed the bid limits set forth in this section and if the City determines to proceed with the project, the City shall refer to the informal bidding procedures set forth in section (VII) of this policy. \$25,000 or more.

Formal Bidding Procedures:

(2) Type of Purchases and Bid Limits. The following are the types of purchases and bid limits for which formal bidding procedures apply.

(a) Capital Equipment purchases estimated to cost \$25,000 or more.

(b) Construction Projects estimated to cost \$25,000 or more.

(3) Plans and Specifications. The City shall cause plans and specifications to be prepared and approved prior to any advertisement for bids.

b. Invitation for Bids.

(4)c. Invitation for Bids. An invitation Invitation for bids Bids shall be prepared by the City and shall, at a minimum, include the following:

(a)i. a description of the goods or services to be purchased or work to be performed;

(b)ii. contract terms, conditions and bond requirements applicable to the purchase or work;

(c)iii. the criteria that will be used to evaluate the bid;

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~~(4)iv.~~ notification of the location where plans, specifications and other information may be obtained;

~~v.~~ the time and place of the bid opening; and ~~(f)~~

~~(e)vi.~~ the right of the City to reject any- and- all bids.

Publication. Public

~~(5)d. Notice. At a minimum, public notice of the an invitation for bids shall be published in accordance with State follow applicable state law. The need for additional notice shall be determined on a case-by-case basis.~~

Amending Invitation.

~~(6)e. Amendment. The City may amend, supplement, or cancel the invitation an Invitation for Bids at any time prior to the opening of the bids when deemed in the best interest of the City.~~

Sealed Bids.

~~(7)f. Submission. All bids received by the City shall be in sealed envelopes. The envelopes received according to the instructions in the Invitation for Bid. The bids shall not be opened or reviewed prior to the time set for opening of the bids, except as provided in Subsection (7)-subsection 2-1-060.B.2.g.~~

~~(8)g. Correction or Withdrawal of Bids. The City may permit correction or withdrawal of bids prior to any bid opening. After bid opening, no changes in bid prices may be permitted; however. However, the City, in its discretion and upon a showing of hardship by the bidder, may allow the withdrawal of a bid containing a substantial error. Any decision to permit the correction or withdrawal of bids shall be supported, in writing, by the City.~~

~~(9)h. Opening Bids. Bids shall be opened in public and in the presence of one or more documented witnesses at the time and place designated in the Invitation for Bids. Bids shall be opened by the Chief Procurement Officer or designee.~~

~~(10)i. Recording Bids. The total amount of each bid and the name of the bidder shall be read aloud as the bids are opened, and such information shall be recorded and open to public inspection.~~

~~(11)j. Evaluating Bids. At the time of opening, the bids shall be briefly evaluated reviewed by the City to determine the apparent lowest responsible and responsive bidder based on the criteria set forth in the Invitation for Bids (v)(3). Bids shall thereafter be fully evaluated within a reasonable time by the Purchasing Agent or designee to determine the lowest responsive and~~

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responsible bidder, whose bid or quote conforms in all material aspects to the bid specifications, and who has the capacity in all respects to perform in full the contract or purchase order requirements in a timely manner. The Purchasing Agent or designee may not use criteria not described in the Invitation for Bids to evaluate a bid.

~~(12)k. Determination. The City shall, within a reasonable time following the bid opening, determine the lowest responsible and responsive bidder and, when deemed necessary, may request additional information with respect to the responsibility of a bidder. The unreasonable failure of a bidder to promptly supply information or proof regarding responsibility may be grounds for a determination of non-responsibility and/or non-responsiveness of the bidder.~~

~~(13)l. Award. Following sufficient full evaluation of the bids, the City Council may later accept, reject, or modify the determination and thereupon award the contract or reject any and all bids.~~

~~(14) Cancellation and Rejection of Bids. The City reserves the right to cancel an invitation for bids or to reject any or all bids. Such cancellation or rejection shall be in writing. If, after cancellation or rejection of all bids, the City decides to make the purchase or encumbrance, it shall, when required by State law, repeat sections (3) thru (12) above. If after repeating sections (3) thru (12) above, no satisfactory bid is received, the City may proceed to negotiate or make the improvement or acquisition or enter such other agreements as it deems necessary or desirable.~~

~~(15) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and all other criteria service being equal, the City shall inform the tied bidders of the fact and invite new bids from those tied. The City shall then accept the lowest bid made by and after equal and fair opportunity to re-bid.~~

~~(16)m. Bonds. Prior to entering any contract hereunder, the City may require performance and payment bonds to be provided in such form and amounts as required by law and by the City as reasonably necessary to protect the best and if the public interest of the City, will not permit the delay of re-soliciting bids, the Chief Procurement Officer or designee shall resolve a tie bid using the following considerations:~~

- ~~i. bidder closest to the point of delivery;~~
- ~~ii. bidder who received the previous award;~~
- ~~iii. bidder who will provide the earliest delivery date; or~~
- ~~iv. by drawing lots.~~

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n. Bids. In the event only one bid is received, the Purchasing Agent shall determine whether it is in the best interests of the City to re-solicit for additional bids or proceed with a procurement award using the single bid received.

o. No Bids or Proposals. In the event no bids or proposals are received, the Purchasing Agent shall determine whether the delay of re-soliciting bids or proposals will be detrimental to the public interest. If a delay in re-soliciting bids or proposals will be detrimental to the public interest, the Purchasing Agent may purchase the supplies or services with as much competition as practicable under the circumstances.

p. Dividing the Cost of a Construction Project. The cost of a construction project may not be divided to avoid exceeding the bid limit. However, the cost of a construction project that exceeds the bid limit may be divided if the selection procedures comply with the requirements of this chapter with respect to each part of the construction project that results from dividing the cost.

~~(17)q. Exceptions. Any exceptions to the procedures set forth in this section must be in the best interest of the City and must have prior written approval by of the Mayor, Chief Procurement Officer or designee. Exceptions include emergency repairs and expenditures that fall below the bid limits set forth in section (VI) (1).~~

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VII. Informal Bidding Procedures (Quotes).

(1) Type of Purchase. The following are the types of purchases and amounts for which informal bidding procedures apply.

(a) Capital Equipment purchases estimated to be between \$2,500 and \$24,999.

(b) Construction Projects estimated to be between \$2,500 and \$24,999.

(2) Bidding Procedure.

C. Exemptions from Small and Large Purchases.

~~(a) Invitation for Bids. When possible, the purchaser shall solicit a minimum of three (3) written bids. Such bids shall be recorded and kept by the City.~~

~~(b) Evaluation. The City shall review and evaluate the bids based on such criteria as deemed appropriate.~~

~~(c) Determination. The City shall determine the lowest responsible and responsive bidder and award the contract to such bidder.~~

~~(d) Bid Award. Prior to awarding the bid, the purchaser shall verify proper approval has been granted in accordance with the approval procedures set forth in section (V) of this policy. (e) Exceptions. Exceptions to the procedures set forth in this section must be in the best interest of the City and must have prior, written, approval by the City Manager.~~

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VIII. Exempt Expenditures.

1. ~~The following expenditures shall be referred to as arc exempt expenditures from the small and may be made with or without the formal or informal bidding large purchases procedures of this chapter, but shall be made with as much competition as practicable practical under the circumstances and in accordance with the approval policy in (V) of this policy.;~~

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a. ~~Procurement under City, County, State, or Federal Contracts or Pre-Qualified Lists. An expenditure for which requests for qualifications, competitive bidding or price negotiation according to a procedure comparable to the City's process has already occurred at the City, county, state or federal level.~~

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Service Contracts and Professional Services.

~~(1) Minor. Expenditures amounting to less than \$2,500, unless otherwise deemed necessary or in the best interest of the City. It shall be unlawful to artificially divide a purchase or expenditure so as to constitute a minor expenditure under this subsection.~~

b. ~~- Service contracts and professional services, but not design professional services, are expenditures that, by their nature, are not reasonably adapted to award by competitive bidding. The Chief Procurement Officer or designee shall award service contracts and professional services contracts based on the Chief Procurement Officer's evaluation of the provider's professional qualifications, service ability, experience, cost of services, and other applicable criteria as may be established. A Request for Proposal or Request for Qualifications may be used to make such a determination. Prior to entering into a service or professional services contract, the Chief Procurement Officer shall determine that it is within the best interest of the City to do so, and that as many providers as practical have been considered for the service. Once a service or professional services contract has been issued, any periodic payments do not require additional approval from the Chief Procurement Officer, provided the contract payments have been properly budgeted. A department may proceed with a service contract or the purchase of professional services according to the terms and conditions of an existing City contract.~~

i. Request for Proposals

1. Form. When the City is unsure of what procurement item is required or the abilities of various providers, the Chief Procurement Officer or Purchasing Agent may prepare a Request for Proposals, which shall include such specifications as are known and the various skills and qualifications needed, to be used to obtain a procurement item.

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2. Evaluating Proposals. Proposals shall be evaluated within a reasonable time by an evaluation committee comprised of at least three city employees to determine which proposal provides the best value to the City. The committee shall evaluate each responsive and responsible proposal, which proposal conforms in all material aspects to the proposal specifications, and which demonstrates the proposal has the capacity in all respects to perform in full the contract or purchase order requirements in a timely manner. Evaluation criteria for a proposal may include items such as experience, qualifications, approach to the project, references, management plans, schedule of delivery, cost, and other subjective or objective criteria. At any time during the evaluation process, the evaluation committee may request additional information from a proposer or proposers, including oral interviews or presentations. Criteria not described in the Request for Proposals may not be used to evaluate a proposal. See section 2-1-140 for soliciting design professional services using a Request for Proposals or Requests for Qualifications.

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(2)c. ~~Single~~ Source. Expenditures for goods or services which, by their nature, are not reasonably adapted to award by competitive bidding. ~~These expenditures include, including~~ goods or services which can be purchased only from one source; contracts for additions to and repair and maintenance of equipment already owned by the City which may be more efficiently added to, repaired or maintained by a certain person or firm; and equipment which, by reason of the training of City personnel or an inventory of replacement parts, is compatible with the existing equipment owned by the City. Prior to any expenditure under this subsection, the ~~City~~Chief Procurement Officer shall determine, in writing, that the requirements of this subsection have been satisfied.

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(3) Professional Services. Professional services, by their nature, are not reasonably adapted to award by competitive bidding. Such services shall be obtained according to the guidelines of section (IX) of this policy.

d. Interlocal Agreement: An expenditure made in conjunction with an interlocal agreement between the City and another governmental entity in compliance with the Interlocal Cooperation Act, Utah Code Title 11, Chapter 13.

(4)c. ~~Emergency. Expenditures made under the Procurement. The existence of an emergency condition when unforeseen may create an immediate and serious need for supplies, services, repairs, or construction that cannot be met through normal procurement methods and policy. An emergency procurement of supplies, services, repairs, or construction shall be made using as much competition as~~

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~~practical under the circumstances arise which threaten the public's health, welfare or safety, as provided by State law. Emergency procurement shall be limited to only those supplies, services, repairs, or construction necessary to mitigate the emergency. Following an emergency expenditure, and as soon as practicable, a purchase order shall be filled out and submitted by the department for which the emergency purchase was made. Such purchase orders shall be treated as regular purchase orders and shall require the appropriate approval signatures as defined under section (V) of stated in this policy chapter.~~

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~~(5) State Bidding. Expenditures for which competitive bidding or price negotiation has already occurred at the State level.~~

~~(6) Inter-local Cooperation. Expenditures made in conjunction with an agreement approved by resolution of the City Council between the City and another city or governmental entity.~~

~~(7) Other Exemptions. Additional exemptions may be granted by the City Council.~~

~~Exceptions:~~

~~**2-1-070: CANCELLATION AND REJECTION OF BIDS AND PROPOSALS.** The City reserves the right to cancel an Invitation for Bids, Request for Proposals, or to reject any or all bids or proposals. Any cancellation or rejection shall be in writing. If, after cancellation or rejection of all bids or proposals, the City decides to make the purchase or encumbrance, it shall, when required by State law, reinitiate the Invitation for Bids or Request for Proposals process. If after repeating the process, no satisfactory bid or proposal is received, the City may negotiate or make the improvement or acquisition or enter such other agreements as it deems necessary or desirable.~~

2-1-080: BONDS AND BID SECURITY.

A. Performance and Payment Bonds. Prior to entering any contract, the City may require performance and payment bonds to be provided in such form and amounts as required by law and by the City as reasonably necessary to protect the best interest of the City.

B. Bid Security. Contracts for construction projects may require a bid security in an amount equal to at least five percent of the amount of the bid.

2-1-090: CONTRACTS AND CHANGE ORDERS.

A. The City may award exclusive and nonexclusive contracts. Unless a contract specifically states it is exclusive, it shall be deemed nonexclusive. "Nonexclusive" means that the City may award a contract to more than one contractor for similar supplies or services as deemed appropriate.

B. A contract for supplies, services, or construction materials shall have a stated end date and may be entered into for any stated period of time deemed to be in the best interest of

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the City. The term of the contract and the conditions of renewal or extension, if any, shall be included in the solicitation. No contract may be renewed indefinitely.

C. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriations of funds by the City Council.

D. Contracts and purchase orders may be amended, modified or supplemented only by written amendment to the contract or purchase order, executed by the parties thereto.

E. The City Recorder shall countersign all contracts made on behalf of the City or to which the City is a party. Department heads shall provide the City Recorder with a fully conformed original copy of all procurement contracts upon their execution. The City Recorder shall maintain an indexed record of all procurement contracts.

~~(8) F. In the event that a construction project should have has a change order or a price variance due to unknown or unforeseen circumstances, conditions, and/or factors affecting the outcome of the project, the City Manager/Chief Procurement Officer shall notify the council/City Council of any condition that would exceed 20% of the original bid/quote amount.~~

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~~- amount. Change orders in construction project contracts that cause the contract price to exceed the total project budget shall not be approved until.~~

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~~**IX. Service Contracts and Professional Services.**~~

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~~Service Contracts and Professional Services shall be awarded at the discretion of the City based on the City's evaluation of the professional qualifications, service ability, experience, cost of services, and other applicable criteria as may be established. Prior to entering into a service contract, the City shall determine that it is within the best interest of the City to do so, and that as many providers as practical have been considered for the service. Approval of such contracts shall be in accordance with this policy and all aspects of the service contract shall be reviewed, by the City, prior to entering into any contract for goods and services. When reasonable, more than one proposal shall be submitted from prospective service providers. Once a service contract has been issued, the periodic payments do not require additional approval, from the City Manager, provided that said contract payments have been properly budgeted, and approved as a budget adjustment by the City Council.~~

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~~**X. Petty Cash.**~~

~~**2-1-100: PROTEST OF SPECIFICATIONS OR AWARD OF PROCUREMENT CONTRACT; APPEAL.**~~

~~A. Grievance: Any actual or prospective bidder, offeror or contractor who is aggrieved with the solicitation or award of a procurement contract may protest to the Purchasing Agent.~~

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- B. Protest of Specifications: A protest regarding the specifications of a solicitation shall be submitted in writing to the Purchasing Agent prior to the opening of the bid and must list the pertinent facts giving rise to the protest.
- C. Protest of Contract or Purchase Award: A protest regarding the award of a procurement contract or purchase award shall be submitted in writing to the Purchasing Agent within five business days of the award of a procurement contract or purchase award and must list the pertinent facts giving rise to the protest. Untimely protests will not be considered.
- D. Stay of Proceedings: In the event of a timely protest, the City shall not proceed further with the solicitation or with the award of the contract or purchase until the protest is sustained or rejected by the Purchasing Agent, unless an immediate award of the contract or purchase is required to protect substantial interests of the City.
- E. Protest Review: The Purchasing Agent shall determine if the protest is timely filed. If the Purchasing Agent determines the protest is timely filed, the protest shall be dismissed if the Purchasing Agent determines the protest alleges facts that, if true, do not provide an adequate basis for the protest. Otherwise, the Purchasing Agent shall uphold the protest.
- F. Appeal: Any person aggrieved of a determination of a Department Head, the Purchasing Agent or Chief Procurement Officer in connection with the provisions of this chapter may appeal the determination or action to the City Council within five business days from the Purchasing Agent's decision by filing a written appeal to the City Recorder, stating the reasons therefor. The City Council shall schedule a hearing on the matter within ten days of the Recorder's receipt of the appeal.

2-1-110: BUDGET LIMITATION. No expenditure or encumbrance shall be made for any supplies, services, or construction project that exceeds the funded amount in the City budget, except as may be provided in an emergency situation.

2-1-120: DELIVERY OF SUPPLIES. When supplies are delivered, the Purchasing Agent or the Department Head who requested the supplies shall inspect the supplies received to assure that the correct quantity and quality have been delivered. If the supplies delivered are satisfactory, the supplies shall be accepted and a copy of the packing slip, invoice, or other delivery document (or an electronic copy of such) shall be forwarded to accounts payable for review, payment, and filing.

2-1-130: INVENTORY MANAGEMENT. Department heads shall exercise supervision of all inventories of tangible City property within the control of or assigned to their departments. All City property located in warehouses and similar storage areas shall be inventoried annually. Accountability for the property shall reside with the respective Department Head.

2-1-140. DESIGN PROFESSIONAL SERVICES. The Purchasing Agent may establish criteria in a Request for Qualifications or Request for Proposals by which the qualifications of a design professional will be evaluated as provided by Utah Code Ann. 63G-6a-1502.5. The Purchasing Agent shall follow all requirements of Utah Code Ann. 63G-6a-1501 et seq. in

securing design professional services, including appointing an evaluation committee of at least three members.

2-1-150. PETTY CASH. The City shall maintain a petty cash fund. ~~The in which the~~ total amount of cash, vouchers and receipts ~~in the petty cash fund~~ shall not exceed ~~three hundred dollars (\$300).~~ The petty cash fund shall be kept in a locked box ~~and~~ maintained by the City Treasurer. ~~Any A~~ City employee ~~receiving money~~ may receive up to \$50 from the petty cash fund for any lawful and necessary expenditure to be made on behalf of the City and shall sign a ~~Petty Cash Voucher~~ petty cash voucher showing the amount received and an explanation of the intended use of the money. ~~Within a reasonable time, three business days~~ after making the expenditure, the employee shall return any excess money to the petty cash fund and staple the ~~receipt for the expenditure to the Petty Cash Voucher~~ itemized receipt for the expenditure to the petty cash voucher. ~~Employees shall not receive any money from the petty cash fund for personal use.~~ ~~When money in the petty cash fund falls below \$100, the City Treasurer shall draft a check to the petty cash fund to raise the amount of currency in the fund to \$300.~~

2-1-160. CITY PURCHASING CARDS.

XI. City Purchasing Cards.

~~employees and~~

~~(1)A. Purchases. Employees/officials who have been issued a City purchasing card may use such card for City purchases and are encouraged, whenever possible, to use vendors with whom the City has an existing account. The card holder must deem that using the purchasing card is in the best interest of the City and would expedite the purchase process. Purchases made with city purchasing cards shall require a receipt for all purchases, and such receipt shall be turned in with the purchasing card statement.~~

~~Review:~~

~~B. All purchases made with City purchasing cards shall require a receipt. The receipt shall be turned in to the City Treasurer with the purchasing card monthly statement.~~

~~(2)C. The City Treasurer shall review all ~~credit~~ purchasing card statements.~~

~~Ethics. Departments and employees~~

~~D. Personal purchases of any type on a City-issued purchasing card are strictly prohibited.~~

~~E. Each employee who has access to a City purchasing card shall sign a purchasing card use agreement.~~

~~(3)F. Employees using City ~~credit cards~~ must abide by the ~~ethics policy~~ contained herein. ~~purchasing cards~~ shall comply with Section 2-1-190 of this code. Anyone found in violation of this ~~policy~~ section may be subject to disciplinary action up to and including termination and may be subject to prosecution under the law.~~

-2-1-170: DISPOSAL OF SURPLUS PROPERTY.

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Real

~~(4) All employees who have access to a city credit card shall sign a credit card use agreement.~~

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A. ~~XIII. Disposal of Property.~~

~~(1) Except as set forth in Subsection (2) below, all disposals, leases, or subleases of public property of the City~~

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~~1. The City Council may authorize by resolution the disposal, including by sale, lease, or other lawful manner, of real property for the benefit of the City as provided by Utah Code Ann. 10-8-2, as amended. A significant parcel of real property is a parcel greater than one acre or that has a reasonable value more than \$100,000.~~

~~2. The Chief Procurement Officer shall make an initial determination that real property is surplus. Surplus real property may include real property that is not needed for City infrastructure; property whose cost to maintain outweighs its value to the City; property that is part of a trade that will benefit the City, the sale of which will realize significant financial benefits to the City; or the disposal of which is otherwise in the public interest.~~

~~3. Before the City may dispose of a significant parcel of real property, the City shall provide notice and hold a public meeting at which the City Council shall accept public comment on the proposed disposition.~~

~~4. All disposal, leases, or subleases of such real property of the City other than a significant parcel of real property, shall be made, as nearly as possible, under the same conditions and limitations as required by this policy in the purchase of public property, provided the City may also authorize, at its discretion and under such terms and conditions as it may deem desirable, fair, and appropriate considering intended use, property tax value, and the interests of the City, the following: chapter for the purchase of property, including notice and bidding procedures.~~

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~~(a) The City Council may authorize at its discretion and under such terms and conditions as it deems desirable, fair and appropriate, considering the intended use, property tax value and the interests of the City, the sale of any surplus real property at, through public auction;~~

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~~(b) after the receipt of sealed bids,~~

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~~(c) 5. the or other method designed to best serve the interests of City residents and produce a fair return; the trade or exchange of any surplus real property; and~~
~~(d) or the lease or sublease of any surplus real property.~~

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B. Personal Property.

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1. Whenever personal property is no longer needed by a City department, the Department Head having control of such property shall notify the Chief Procurement Officer or designee. The Chief Procurement Officer or designee shall notify other City departments of the availability of such property. If the property is requested, the Chief Procurement Officer or designee shall supervise the transfer of such property to the department requesting the property.
2. If City personal property becomes surplus, unused, obsolete, unsuitable for public use, or otherwise no longer needed, the property shall be disposed of as follows:
 - a. City personal property that is included in the fixed asset register shall not be disposed of, or sold through public auction, until such property is declared surplus by the City Council. Once this property is declared surplus by the City Council, it may be sold to the highest bidder by the Purchasing Agent through an approved public auction service provider or through public auction.
 - b. City personal property that was not originally included in the fixed asset register may be sold to the highest bidder by the Purchasing Agent through an approved public auction service provider or by conducting a public auction. The Chief Procurement Officer shall have the right to reject any bids or offers for City personal property when in the best interest of the City.
 - c. If a surplus item remains unsold after reasonable attempts to sell it through public auction, the Chief Procurement Officer may sell the surplus item to any person for such price as the Chief Procurement Officer deems appropriate or may dispose of the item at the Chief Procurement Officer's discretion.
 - d. Personal property that is fully consumed in its use for official City business shall be disposed of in any reasonable manner approved by the Purchasing Agent.
 - e. Monetary proceeds from the sale or other disposition of items pursuant to this section which were an enterprise fund asset or purchased with enterprise fund revenues shall be credited to the respective enterprise fund. All other proceeds shall be credited to the City's general fund.
 - f. Where personal property is of such a size, shape, or is so unique as to be unmarketable, the requirements of this section may be waived and such property may be sold or otherwise disposed of in any reasonable manner, with the approval of the City Council.

2-1-180 ADVERTISING REQUIREMENTS. All procurement solicitations shall conform to the following advertising requirements, as applicable. Unless otherwise stated, procurement solicitations may be posted in E-Procurement websites rather than advertised in a printed medium.

- A. Invitations for Bids and Requests for Proposals shall be advertised a minimum of five days in advance of the bid due date at least once in a generally and widely available

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medium, which may include newspapers, business journals or posted on an E-Procurement website.

B. Invitations for Bids for building improvement and public works projects shall be published at least twice in a newspaper published or of general circulation in the City, at least five business days before opening the bids; and in accordance with Utah Code Ann. § 45-1-101, as amended, at least five business days before opening the bids.

C. Invitations for Bids for class C road improvement projects shall be advertised at least once a week for three consecutive weeks in a newspaper of general circulation; and in accordance with Utah Code Ann. § 45-1-101, as amended, for three weeks.

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~~(2) Disposal, lease, sublease or exchange of public real property with an estimated value of greater than \$5,000 shall be made in compliance with the following requirements:~~

~~(a) An appraisal shall be obtained establishing the fair market value of the property for lease, exchange or purchase;~~

~~(b) The property shall be disposed of by the acceptance of sealed bids, at public auction, or by some other means of disposal reasonably calculated to obtain equivalent fair market value including, but not limited to, negotiated sale or exchange;~~

~~(c) The City may consider the nature of the property to be disposed of, the interest of adjacent property owners and the proposed benefit to be derived by the bidder(s) in deciding how and to whom it will dispose of real property and such factors may be taken into account in determining the manner of disposal in the public interest;~~

~~(d) Disposal of real property shall be in accordance with the requirements of state law.~~

~~XIII. Ethics.~~

D. to surplus real property shall be provided at least 14 calendar days before the opportunity for public comment by posting the property with notice of the consideration of designating it surplus and mailing notice to each owner of real property within 300 feet of the property that is the subject of the proposed disposition as shown on the last assessment rolls of the county in which the property is located.

E. Notice for the sale of surplus personal property shall be advertised at least ten business days prior to the sale or opening of bids at least once in a newspaper of general circulation; or posted on a public surplus company website. The notice shall describe the property to be sold, the terms of sale and the place and time of such sale or bid opening.

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2-1-190: ETHICS.

~~(+)A. Disclosure of Pecuniary Interest. Officers or employees of the City having a direct or indirect pecuniary interest in any contract entered into by the City shall disclose such interest and all. All officers and employees are required to shall comply with applicable provisions of State law regarding ethics, including the Utah Municipal~~

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Officers' and Employees' Ethics Act, Utah Code Ann. 10-3-1301, et seq., as amended and adopted by the City.

~~(2)~~B. Personal Use. ~~Purchases~~ Purchase of supplies, services, or equipment by the City for personal use by officers or employees of the City ~~are~~is prohibited.

~~Violation.~~Violations

C. Disciplinary Action. A violation of this section by officers or employees of the City may be cause for disciplinary action up to and including termination, in accordance with the disciplinary procedures ~~as~~ set forth in the Personnel Policies and Procedures, ~~as set forth~~ of the City.

2-1-200: VIOLATIONS. Any purchase or contract executed in violation of the provisions of this chapter or applicable state law shall be void as to the City, and any funds expended thereupon may be recovered by the ~~city~~-City through appropriate action.

~~(3)~~

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