

AMENDED SOUTH WEBER CITY COUNCIL AGENDA

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<https://www.youtube.com/c/southwebercityut>

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting commencing at 6:00 p.m. on Tuesday, June 8, 2021, in the Council Chambers at 1600 E. South Weber Dr. You may also email publiccomment@southwebercity.com noting CC in the subject line for inclusion with the minutes.

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

1. Pledge of Allegiance: Councilman Halverson
2. Prayer: Mayor Sjoblom
3. Public Comment: Please respectfully follow these guidelines.
 - a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
 - b. State your name & address and direct comments to the entire Council (Council will not respond).

ACTION ITEMS

4. Approval of Consent Agenda
 - a. May 11 Minutes
- 5. Public Hearing for Tentative Budget 2021-22**
- 6. Public Hearing for Storm Drain Capital Facilities Plan and Impact Fee Facilities Plan**
7. Ordinance 2021-08: Storm Drain Capital Facilities Plan and Impact Fee Facilities Plan
8. Resolution 21-32: 2021 Street Maintenance Project
9. Resolution 21-33: Interlocal Agreement for Paramedic Services Transfer
10. Resolution 21-34: Interlocal Agreement for Dispatch Services

DISCUSSION ITEMS

11. Consolidated Fee Schedule
12. American Rescue Plan (ARP) Act Update
13. Recreation, Arts, and Parks (RAP) Tax
14. Property Tax Certified Tax Rate

REPORTS

15. New Business
16. Council & Staff

CLOSED SESSION held pursuant to the provision of UCA section 52-4-205 (1) (d)

17. Discuss the purchase, exchange, or lease of real property
18. Return to Open Meeting and 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 <http://southwebercity.com/> 4. UTAH PUBLIC NOTICE WEBSITE <https://www.utah.gov/pmn/index.html> 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

DATE: 06-03-2021

CITY RECORDER: Lisa Smith

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 11 May 2021 **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

FINANCE DIRECTOR: Mark McRae

CITY RECORDER: Lisa Smith

CITY MANAGER: David Larson

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Paul Sturm, Michael Grant, and McKay Winkel.

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

1.Pledge of Allegiance: Mayor Sjoblom

2.Prayer: Councilman Halverson

3. Public Comment: Please respectfully follow these guidelines.

- a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
- b. State your name & address and direct comments to the entire Council (Council will not respond).

ACTION ITEMS:

4. Approval of Consent Agenda

- 13 April 2021 Minutes
- Polling Location and Voting Centers Designated

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

5. Resolution 21-23: First Amendment to the Development Agreement for Riverside RV

Park: Mayor Sjoblom explained on 9 March 2021 Riverside developer McKay Winkel requested two amendments to the development agreement recorded 5 November 2020. The City

Council agreed to allow the sound wall instead of the original fence but did not approve the landscaping change. McKay returned on 13 April 2021 with an updated plan and the City Council tabled the item until all the suggestions could be clearly identified and compared with the original. McKay submitted the requested summary and is additionally requesting two supplemental requests 1) change to landscaping along I-84 and 2) reduction in number of shrubs to reduce water usage.

Riverside developer McKay Winkel, discussed the amendments requested to the development agreement. They are as follows:

Change #1:

- The dog park was moved to the end of the southeast corner.
- Extended/Changed RV spaces to pull through spaces where park was originally located.
- Some shrubs and grass lost.

McKay explained the dog park is in this location because fewer guests will be disturbed by noise, smells, etc. The excess wood chips will be used in this area.

Change #2:

- Changed tent sites from grey chat gravel to wood chips
- More comfortable for tent spaces
- Makes use of existing excess wood chips

Change #3:

- Changed Kentucky bluegrass to Fine Fescue
- Fine Fescue is a drought tolerant grass that looks and acts a lot like Kentucky bluegrass but uses less water

McKay conveyed grass will be installed around central cabins. He opined it will look better despite higher water usage.

Change #4:

- Instead of grey chat on the river-side spaces, Nephi Cobble will be placed.

McKay expressed this looks better than the grey chat and matches the other sites.

Summary of Changes

	Original 5/20/21	Proposed	Change	Notes
Trees	87	87	-	
Evergreens	21	21	-	
Shrubs	768	756	(12)	Removal of Original Dog Park Location
Annuals/Perennials	625	625	-	
Grass Shrubs	378	367	(11)	Removal of Original Dog Park Location
Calico / Nephi Cobble	41,276	46,645	5,369	
Grey Chat	21,254	8,549	(12,705)	Removed from Tent sites old cabin area
Kentucky Bluegrass	42,155	-	(42,155)	
Fine Fescue	-	52,419	52,419	Added some area around cabins
Native Grass	73,574	62,964	(10,610)	Removed from around cabins
Wood Mulch	-	11,460	11,460	New dog park and tent area

Water Consumption Estimates

- Put Fine Fescue around central cabins
- We think it will look better despite higher water usage

	Inches of Irrigation Needed	SF of Area	Gallons used*	Notes
Kentucky Blue Grass (Old Plan)	25	42,155	658,672	
Fine Fescue (New plan)	19	52,419	622,476	Added apx 10ksf of grass by central cabins
Gallons saved			36,196	

- Estimate from Rocky Mountain Sod Growers
- <https://sod-growers.com/denver-colorado-sod-farms-water-use-grass-colorado/>
- 1" of water is 625 gallons per 1,000 sf
- Takes into account 10-11" of precipitation from April-October

McKay expressed the water savings isn't as big as they hoped for with the current drought conditions. He explained the following requests are not shown on the drawing but he asked the city to consider and vote on the following supplemental requests:

Supplement Request #1:

- Taller, modern shrubs planned along I-84 sites
- Clean modern look to separate spaces
- Landscaper intended to be gravel around the modern shrubs, but left grass here by accident
- Keeping grass with these tall shrubs looks weird. Care is awkward as well.
- Intend to put similar gravel as in this photo (Nephi Cobble) in place of grass on the I-84 sites (sites 1-21)
- Would save approximately 5,500 sf grass
- 5,500 sf of grass takes about 65,000 gallons of irrigation
- Drip system with these shrubs uses much less water

Supplemental Request #2:

- We hereby request consideration to evenly and thoughtfully reduce plant counts as the city feels is appropriate
- Councilmembers, please select a percentage reduction that you feel good about (if any)

Plant Reduction Summary

	Original 5/20/21	Proposed	-15%	-25%	-35%
Shrubs	768	756	643	567	491
Annuals/Perennials	625	625	531	469	406
Grass Shrubs	378	367	312	275	239
Totals	1771	1748	1,486	1,311	1,136
Reduced Plants from current proposal		(23)	(262)	(437)	(612)
Gallons to water	171,652	168,948	143,606	126,711	109,816
Gallons Saved			(25,342)	(42,237)	(59,132)

Mayor Sjoblom asked if there are comments or questions on Resolution 21-23. Councilman Soderquist asked about secondary water. McKay replied he is still hopeful they will be getting

secondary water, but they haven't received it yet. Councilman Soderquist agreed with changes 1-4, supplement request #1 & #2. Councilman Halverson would allow changes 1-4 and 15% reduction in plants as well as gravel instead of wood chips along I-84. Councilman Winsor supported changes 1-4; however, the City Council approved the original landscape plan with a certain number of plants. As a result, he did not favor reducing the number of plants. Councilwoman Petty concurred with changes 1-4 and supported a 15% plant reduction. Councilwoman Alberts conceded to changes 1-4 as well as gravel instead of wood chips along I-84. She rejected a decrease in foliage. McKay promised the project will still look nice with the reduction of 15%. Councilman Winsor asked if the dog park is private. City Manager David Larson replied the dog park is private and the RV Park will have their own rules. Councilman Soderquist asked if the City Council approves a certain amount of plants, what happens if some of them die. David replied the development agreement spells out the landscape including plants and the site will be monitored. There is the expectation that the developer provides the plants as approved.

Councilman Halverson moved to approve Resolution 21-23: First Amendment to the Development Agreement for Riverside RV Park with changes 1-4 and supplemental request #1 and #2 at the 15% reduction. Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, and Soderquist voted aye. Councilwoman Alberts and Councilman Winsor voted no. The motion carried 3 to 2.

6. Resolution 21-24: Davis County Pre-Disaster Mitigation Plan

Mayor Sjoblom reported Davis County is in the process of updating their Pre-Disaster Mitigation Plan having obtained a grant from FEMA. Davis County needs a formal statement of support and agreement to participate from the stakeholder agencies including South Weber City. Additional information about the planning process can be found at <https://davishazardplan.org/>. This item was tabled on 04-13-2021 to allow time to get some answers regarding any possible conflicts between the county plan and a city plan. Staff determined that city support of the county plan will not interfere with the city's grant application.

Councilwoman Petty moved to approve Resolution 21-24: Davis County Pre-Disaster Mitigation Plan. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

7. Resolution 21-26: 2021-2022 Tentative Budget and Set a Public Hearing for May 25, 2021: Mayor Sjoblom expressed state law mandates that cities prepare and file a tentative budget for the upcoming fiscal year by the first City Council meeting in May. Committees and staff have given input to the budget officer as he has prepared this tentative budget. Council had an opportunity to discuss the budget on April 27, 2021 and it is now being submitted.

Finance Director Mark McRae explained the proposed certified tax rate will be available in June. He then reviewed the changes since the discussion on 27 April 2021.

Changes Since Draft Discussion On April 27,2021

BUDGET HIGHLIGHTS

Expenditures

- Capital Projects updated
 - Parks - Cherry Farm Ballfield (re-budgeted) \$ 190,000
 - Parks - Canyon Meadows West (re-budgeted) \$1,000,000
- TUF - Street Projects
 - City Project list added
- Business Type Funds
 - East Bench Transmission Line (re-budgeted) \$ 1,000,000

Changes Since Draft Discussion On April 27,2021

CAPITAL PROJECTS FUND

- 45-70-730 Seal Coat - Cottonwood Cove Trail \$ 12,000
 - Seal Coat - Old Maple Farms Trail \$ 22,000
- (Replaced Paving of Cedar Cove Trail)

Appendix B Street Project Map

- Updated with 2021 -2022 Street Projects Map

Councilwoman Alberts questioned why the Civic Center is being removed. David replied approximately 1 ½ years ago the City Council made the decision to remove this building because of the cost for upkeep and the need for installation of a driveway for emergency vehicles to access the Fire Station.

Councilwoman Petty asked about \$10,000 for Cedar Cove. Mark replied the engineer decided Cedar Cove repairs were too extensive to be completed at this time. He noted changes can be made to the budget until final approval in August. Councilwoman Petty will discuss this issue at the Parks Committee meeting this week.

Councilman Halverson inquired how the current certified tax rate being used for the tentative budget was configured. He expressed the tax rate should be maintained as it is in the current budget. Councilman Winsor confirmed the percentage will be reduced to retain the current dollar amount, but it will increase what is given from the county for paramedic service. Mark explained his process for the amount of property tax was entered into the general fund line item adding in new growth and paramedic service, but the narrative includes last years certified tax rate and paramedic service. Councilman Winsor acknowledged this is a difficult discussion and questioned if holding the rate established last year will be enough to cover the cost for paramedic service. David clarified the process is to adopt the tentative budget and then when the certified tax rate is provided from the county it will go out to the public for the truth and taxation hearing. The truth and taxation hearing will be held in August and will include the updated certified tax rate.

Councilman Winsor moved to approve Resolution 21-26: 2021-2022 Tentative Budget and Set a Public Hearing for May 25, 2021. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

REPORTS:

11. New Business:

Microphone and Camera Status: Councilwoman Alberts asked about the status of the microphones and cameras. Mark McRae reported they have been checked but after tonight it is clear some of the microphones and screens still have issues. There is still more trouble shooting needed.

Candidates on City Website: Councilman Soderquist asked if there is a place on the website for individuals to receive information on candidates. Councilwoman Alberts replied the Public Relations (PR) Committee is working on providing access. David discussed options where the information for candidates will be available.

12. Council & Staff:

Mayor Sjoblom: She thanked those who helped with spring clean-up for the dog park trail. She harvested dyer's woad at the Fisherman Trailhead. The city has a new digital sign which is an immense improvement from the old sign.

Councilman Halverson: He reported the HAFB Restoration Advisory Board (RAB) met and operable unit (OU) 16 will be added. The new Record of Decision (ROD) contractor will be using existing wells and drilling for new wells for testing. They have asked access from citizens who have property in the OU areas. The sampling is ongoing.

Councilwoman Alberts: She related the PR Committee met and is working on the new city website links.

Councilman Soderquist: He acknowledged the city staff and committees for work on the tentative budget.

Councilwoman Petty: She noted the Youth City Council met and adjusted the application. An open application period will go July 31st thru August 18th. The Parks Committee will be meeting with Hogan Construction this Friday.

Councilman Winsor: He divulged all 56 streetlights have power. The Municipal Utilities Committee will be meeting this week. He asked about the status of an annual water report. David reported he is still gathering information. Councilman Winsor stated the Municipal Utilities Committee has been researching broadband internet using fiber optics. He asked the Council for direction for the Municipal Utilities Committee and what priority this should be when it comes to making recommendation for the city. Councilwoman Petty suggested priority of 2-3 years. Councilman Soderquist noted that more people are working at home and should be a high priority. Councilwoman Alberts and Councilman Halverson agreed. Councilman Winsor suggested a work session with the Council and Municipal Utilities Committee in June to discuss all the information. Mayor Sjoblom directed city staff to put together a work session on June 15, 2021. The Code Committee sent information to the City Council and Planning Commission. A public hearing on this information will take place this Thursday with the Planning Commission. They will next be working on amending Title 10 Chapter 7 Conditional Uses.

City Manager, David Larson: He stated in the last two days South Weber City received guidance on the American Rescue Plan (ARP) money. He requested the City Council provide more time to bring it forward so the city staff can provide recommendations.

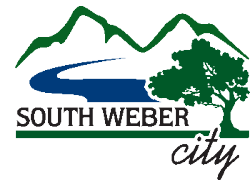
ADJOURN: Councilman Winsor moved to adjourn the Council Meeting at 7:29 p.m. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED: _____ **Date** 06-08-2021

Mayor: Jo Sjoblom


Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith



M E M O R A N D U M

TO: South Weber City Mayor and City Council

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

CC: David Larson – South Weber City Manager
Mark McRae – South Weber City Finance Director

RE: STORM DRAIN CAPITAL FACILITIES PLAN (CFP) & IMPACT FEE FACILITIES PLAN (IFFP)
Adoption Memo

Date: June 1, 2021

STORM DRAIN CAPITAL FACILITIES PLAN

A Capital Facilities Plan (CFP) is a planning document which summarizes the findings of system analyses and provides recommendations for expansion as development takes place. It identifies and provides cost estimates for existing problems and deficiencies within the system. Additionally, the impact of growth is considered in order to recommend effective and efficient improvement/expansion within the system to meet future needs. This analysis is performed looking into the future through built-out.

Need for new CFP. The most recent CFP completed for the storm drain system in South Weber was in 1999 by Hansen, Allen & Luce (HAL). Jones & Associates, as the appointed City Engineer, was commissioned to provide a new CFP for the storm drain system. Due to the length of time between the HAL study and this study, as well as the many changes that have occurred in the City due to development, there is not much from the HAL report that is relevant to current conditions. Therefore, the J&A report provides a new and independent analysis of the city's system and does not use any of the data or information from the HAL report. The costs identified in the report are needed as the basis for updating the storm drain impact fee (future development) as well as the storm drain utility fee (existing residents).

Study Area. The Study Area includes the entire city boundaries as well as areas shown for annexation. The study area for a storm drain study must also include all areas where drainage flows into the city. Therefore, the mountain drainage to the east and the hillside drainage to the south are also included. The study area, as well as the existing storm drain system, is shown in Exhibit 2.1 in the report.

STORM DRAIN CAPITAL FACILITIES PLAN (CFP) & IMPACT FEE
FACILITIES PLAN (IFFP)
Adoption Memo
June 1, 2021

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Existing System. A computer model was created to analyze the current conditions of the storm drain system. This model identified existing deficiencies in the current system. Fortunately, there were only a few areas identified where flooding may occur, and it is only likely to occur with high-intensity storm events. We feel that the risk of damage to property from these events is moderate. Therefore, there is no immediate threat, but these projects should be addressed as soon as funding is available. These areas are not new. Public Works personnel have seen flooding in these areas in the past.

Future System. The computer model then added in the future conditions through built-out. The basis for analysis of future conditions is the current General Plan (adopted on November 10, 2020). The growth is analyzed based on the increase of hard surfacing. Using the Projected Land Use Map, areas were identified where development is likely to occur. The model identified the needs of the future system. The difference between the existing system needs and the future system needs is what is attributable to future growth.

ERU's. To evaluate various types of land use, a basic unit of measure is needed. This is simplified to what is called an Equivalent Residential Unit (ERU). As stormwater runoff is mainly generated by hard surfacing, the ERU is calculated based on how much directly connected hard surfacing a typical single-family residential home contains. This was calculated to be 3,365 sf. The current and projected ERU's are shown in Table 3.4 in the report. A map of the anticipated future ERU's is contained in the report as Exhibit 3.1.

Projects. Based on the existing deficiencies and future needs, concept-level projects were identified to address these needs. 26 projects were identified. Table 5.1 gives a description of each project. A cost estimate for each project is contained in Appendix C. A summary of the project costs is shown in Table 5.2. The projects are broken down into three categories: Existing Deficiency, Impact Fee Eligible, and Developer Cost. In the report, the Existing Deficiency costs are calculated to be approximately \$6.0 million. These costs need to be covered by funding from the existing residents (e.g. storm drain utility fee, capital projects, etc.). The Impact Fee Eligible costs are calculated to be approximately \$1.87 million. These costs are covered by future development through the impact fee. The Developer Cost is the portion of the project that is attributable to infrastructure required only for that particular development. This is needed as a base line to determine the upsized portion that is impact fee eligible. This portion is covered by the developer.

Public Works Facility. Projects 1- 25 consist of piping or detention/retention facilities. Project #26 is for the Public Works Site and Facility. The storm drain portion of the facility is identified as 20% of the total cost. Of that cost, 65% is attributable to existing needs and 35% to future needs. For a more detailed breakdown, see the cost estimate contained in Appendix C.

System Replacement. An evaluation was done on the need for replacement of existing infrastructure based on it reaching the end of its design life. No projects were needed.

STORM DRAIN CAPITAL FACILITIES PLAN (CFP) & IMPACT FEE
FACILITIES PLAN (IFFP)
Adoption Memo
June 1, 2021

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Needs Assessment and Project Prioritization. A needs assessment was performed of each project based on Criticality, Condition, and when the project is anticipated to be needed. This assessment can be found in Appendix E of the report. Each project was scored and then re-ordered according to their evaluation score with the highest scoring projects at the top of the table, thus showing the prioritization and order in which projects should be accomplished.

STORM DRAIN IMPACT FEE FACILITIES PLAN

Utah state law requires that an Impact Fee Facilities Plan (IFFP) be prepared before an impact fee can be implemented. The IFFP is a subset of the data contained in the CFP. State law requires that the IFFP only contains the cost for projects expected to take place within 6-10 years and must not raise the level of existing service. Section 6.0 of the report covers the IFFP. Table 6.2 identifies the projects anticipated to be needed in the next 6-10 years. Due to the rapid rate of development and the areas where these projects are needed, all the impact fee eligible projects identified in the CFP are included in the IFFP, totaling approximately \$1.87 million.

Adoption. The IFFP identifies the impact fee eligible costs but does not calculate the impact fee. The IFFP must be adopted before this calculation can be done. This is done in a separate report, which is called the Impact Fee Analysis (IFA). The city has contracted with Zions Public Finance Inc. (ZPFI) to perform this analysis.

ORDINANCE 2021-08

AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL ADOPTING A STORM DRAIN CAPITAL FACILITIES PLAN AND AN IMPACT FEE FACILITIES PLAN

WHEREAS, Jones and Associates was tasked with creating a Capital Facilities Plan for storm drain to summarize system analyses and provide recommendations for expansion as development occurs; and

WHEREAS, South Weber’s storm drain system was analyzed through software modeling for transmission capacity, storage capacity, and overall system effectiveness; and

WHEREAS, projects were identified in the Capital Facilities Plan (CFP) to correct existing deficiencies and identify needs for system improvements necessary for future development; and

WHEREAS, Utah state law (Title 11-36a) requires that an Impact Fee Facilities Plan (IFFP) be prepared before an impact fee can be enacted; and

WHEREAS, projects were identified in the IFFP to provide system improvements necessary for anticipated development in the next six to ten year planning window; and

WHEREAS, the system improvement projects identified in the IFFP have an estimated cost of \$1,866,080 which are impact fee eligible;

NOW, THEREFORE, BE IT ORDAINED by the City Council of South Weber City, State of Utah:

Section 1. Adopted: The Storm Drain Capital Facilities Plan and Impact Fee Facilities Plan are hereby adopted as attached in Exhibit 1.

Section 2. General Repealer. Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Effective Date. The City Council of South Weber City, State of Utah, has determined that the public health, safety, and welfare requires that this ordinance take effect immediately. Therefore, this ordinance shall become effective immediately upon passage and publication as required by law.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 25th day of June 2021.

MAYOR: Jo Sjoblom

ATTEST: City Recorder, Lisa Smith

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Hyer	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Taylor	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

:

EXHIBIT 1 STORM DRAIN CAPITAL FACILITIES AND IMPACT FEE FACILITIES PLANS

CERTIFICATE OF POSTING

I hereby certify that Ordinance 2021-08 was passed and adopted the 8th day of June 2021 and that complete copies of the ordinance were posted in the following locations within the City this 9th day of May 2021.

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

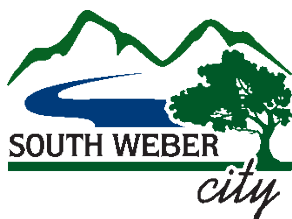
South Weber City Corporation

Storm Drain Capital Facilities Plan and Impact Fee Facilities Plan



May 2021
Adopted May 25, 2021
Draft

Prepared by
JONES & ASSOCIATES
Consulting Engineers




These plans are provided separately as a link.



MEMORANDUM

TO: South Weber City Mayor and City Council

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

CC: David Larson – South Weber City Manager
Mark Larsen – South Weber City Public Works Director

RE: 2021 STREET MAINTENANCE PROJECTS
Award Recommendation Memo

Date: June 3, 2021

Today, June 3, 2021 at 2:00 pm., bids were opened for the 2021 STREET MAINTENANCE PROJECTS. Nine bids were received. The results of the bidding are shown on the enclosed Bid Tabulation. We have checked the bids and found only one minor error.

This project was bid out with six separate sections. Section A (Mill & Overlay), Section B (Chip & Seal), Section C (Trail Seal Coat), Section D (Concrete Work), Section E (Fire Station Concrete Driveway), and Section F (Crack Fill). The overlays are on Heather Cove, 475 East, and View Drive. The Chip & Seal is on Old Fort Road and a portion of Canyon Drive. The Trail Seal Coat is on the Old Maple & Freedom Landing, and Cottonwood Cove trails. The Concrete Work is located all over the city and involves replacing a lot of sidewalks and ADA ramps. The Fire Station Concrete Driveway would install a new driveway from the road and along the north side of the fire station to allow the fire trucks to pull through the bays from the back, rather than back up from the front to park. The Crack Fill will be on various roads showing the highest need. All these projects are in the current proposed budget for FY2022. For Sections A, B, and C, several alternate bid items were included to determine pricing for additional options on asphalt mix designs and different types of seal coats.

We received multiple bids on all sections except for Sections D and E, which are the concrete sections. We assume this is due to concrete shortages and high demand for concrete contractors. We will research other options but may end up just re-bidding the concrete work next year.

We have reviewed all bids. We recommend awarding four separate contracts. The following is a summary of how we would recommend awarding those contracts and the associated budget.

2021 STREET MAINTENANCE PROJECTS
Award Recommendation Memo
June 3, 2021

Page 2 of 2

<u>SECTION</u>	<u>CONTRACTOR</u>	<u>BID</u>	<u>BUDGET</u>
Section A (Mill & Overlay)	Kilgore Contracting	\$388,046.00	See below
Section B (Chip & Seal)	Staker Parson Companies	\$136,385.50	See below
Section C (Trail Seal Coat) – Alt. 1 w/ Tuffcoat P+	Advanced Paving & Construction	\$6,453.50	\$34,000.00
Section D (Concrete Work)	None		\$85,000.00
Section E (Fire Station Driveway)	None		\$70,000.00
Section F (Crack Fill)	CKC Operations, LLC	\$27,500.50	See below
Sections A, B, & F		\$551,932.00	\$695,000.00

These recommendations are also based upon the contractor's previous experience in doing similar work and good references.

If the Council agrees with these recommendations, please pass a motion accepting the bids and awarding the separate project section contracts to the contractors shown above, with their respective bids.

We will provide the Notice of Award and Contract Agreement for the City and Contractors to sign. In addition to these documents, the contractor is also responsible to submit Performance and Payment Bonds, and Insurance Certificates within 10 days following Notice of Award.

When these documents have been received, we will schedule a Preconstruction Conference(s). At this conference we will issue a Notice to Proceed and discuss the construction details with the contractor prior to beginning the work. The dates for Substantial Completion are as follows:

<u>SECTION</u>	<u>COMPLETION</u>
Section A (Mill & Overlay)	September 30, 2021
Section B (Chip & Seal)	August 31, 2021
Section C (Trail Seal Coat)	August 31, 2021
Section D (Concrete Work)	September 30, 2021
Section E (Fire Station Driveway)	September 30, 2021
Section F (Crack Fill)	November 30, 2021

BID TABULATION -- SUMMARY**South Weber City - 2021 Street Maintenance***Bid Opening: June 3, 2021, 2:00 pm, Virtual thru Zoom***SECTION A - MILL & OVERLAY**

Bidder	Section A	Section A w/ Alt 1 No Anti-Strip Agent	Section A w/ Alt 2 Equal Alt Anti-Strip Agent
Kilgore Contracting	\$ 388,046.00	\$ 377,821.75	\$ 382,076.75
Staker Parson Companies	\$ 397,197.50	\$ 388,897.50	\$ 388,897.50
Granite Construction Company	\$ 446,242.00	NO BID	NO BID
Geneva Rock Products	\$ 450,180.50	\$ 416,533.00	NO BID
Advanced Paving & Construction LLC	\$ 470,068.50	\$ 461,348.50	\$ 474,323.50

SECTION B - CHIP & SEAL

Bidder	Section B	Section B w/ Alt 1 ONYX	Section B w/ Alt 2 Tuffcoat P+	Section B w/ Alt 3 Masterseal
Staker Parson Companies	\$ 136,385.50	\$ 236,234.70	\$ 186,310.10	\$ 185,309.10
Advanced Paving and Construction LLC	\$ 145,203.75	\$ 258,668.75	\$ 190,589.75	\$ 189,531.00
Consolidated Paving & Construction	\$ 145,632.75	\$ 250,020.55	\$ 222,788.95	NO BID
CKC Operations, LLC	\$ 179,730.90	\$ 184,269.50	\$ 184,269.50	\$ 175,992.00

SECTION C - TRAIL SEAL COAT

Bidder	Section C ONYX	Section C- Alt 1 Tuffcoat P+	Section C - Alt 2 Masterseal
Morgan Pavement Maintenance	\$ 8,202.91	NO BID	NO BID
Advanced Paving and Construction LLC	NO BID	\$ 6,453.50	\$ 6,641.45
M&M Asphalt	NO BID	\$ 9,081.85	NO BID

SECTION D - CONCRETE WORK

NO BIDS

SECTION E - FIRE STATION CONCRETE DRIVEWAY

NO BIDS

SECTION F - CRACK FILL

Bidder	
CKC Operations, LLC	\$ 27,500.50
Advanced Paving and Construction LLC	\$ 27,750.00
Morgan Pavement Maintenance	\$ 46,533.77
M&M Asphalt	\$ 49,908.00

BID TABULATION

*Shown as Lowest Bidder for Each Section

South Weber City - 2021 Street Maintenance

Bid Opening: June 3, 2021, 2:00 pm, Virtual thru Zoom

SECTION A - MILL & OVERLAY				ENGINEER'S ESTIMATE		Kilgore Contracting		Staker Parson Companies		Granite Construction Company		Geneva Rock Products		Advanced Paving and Construction LLC	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,250.00	\$ 8,250.00	\$ 7,200.00	\$ 7,200.00	\$ 12,311.50	\$ 12,311.50	\$ 25,000.00	\$ 25,000.00	\$ 3,400.00	\$ 3,400.00
A2	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,800.00	\$ 5,800.00	\$ 16,000.00	\$ 16,000.00	\$ 4,400.00	\$ 4,400.00	\$ 8,100.00	\$ 8,100.00	\$ 7,000.00	\$ 7,000.00
A3	Asphalt Sawcut (3"-5" thick) - soft spot repair	720	lf	\$ 3.00	\$ 2,160.00	\$ 1.30	\$ 936.00	\$ 2.10	\$ 1,512.00	\$ 0.80	\$ 576.00	\$ 1.20	\$ 864.00	\$ 1.10	\$ 792.00
A4	Remove existing asphalt (3"-5" thick) - soft spot repair	3,600	sf	\$ 1.10	\$ 3,960.00	\$ 0.90	\$ 3,240.00	\$ 1.05	\$ 3,780.00	\$ 0.55	\$ 1,980.00	\$ 0.80	\$ 2,880.00	\$ 0.82	\$ 2,952.00
A5	Excavate and Remove unsuitable material - soft spot repair	200	cy	\$ 42.00	\$ 8,400.00	\$ 26.00	\$ 5,200.00	\$ 10.50	\$ 2,100.00	\$ 30.00	\$ 6,000.00	\$ 50.00	\$ 10,000.00	\$ 39.00	\$ 7,800.00
A6	New Granular Borrow (thickness varies) - soft spot repair	260	ton	\$ 40.00	\$ 10,400.00	\$ 31.25	\$ 8,125.00	\$ 15.70	\$ 4,082.00	\$ 25.00	\$ 6,500.00	\$ 27.00	\$ 7,020.00	\$ 31.00	\$ 8,060.00
A7	New UTBC (thickness varies) - soft spot repair	150	ton	\$ 45.00	\$ 6,750.00	\$ 28.15	\$ 4,222.50	\$ 18.85	\$ 2,827.50	\$ 30.00	\$ 4,500.00	\$ 32.00	\$ 4,800.00	\$ 31.00	\$ 4,650.00
A8	4" New HMA (approx. 3,600 sf) - soft spot repair	105	ton	\$ 85.00	\$ 8,925.00	\$ 85.00	\$ 8,925.00	\$ 94.30	\$ 9,901.50	\$ 110.00	\$ 11,550.00	\$ 160.00	\$ 16,800.00	\$ 105.00	\$ 11,025.00
A9	Pre-lower manhole	7	ea	\$ 400.00	\$ 2,800.00	\$ 271.00	\$ 1,897.00	\$ 280.00	\$ 1,960.00	\$ 285.00	\$ 1,995.00	\$ 315.00	\$ 2,205.00	\$ 295.00	\$ 2,065.00
A10	Pre-lower valve	24	ea	\$ 350.00	\$ 8,400.00	\$ 230.00	\$ 5,520.00	\$ 240.00	\$ 5,760.00	\$ 245.00	\$ 5,880.00	\$ 265.00	\$ 6,360.00	\$ 250.00	\$ 6,000.00
A11	1 1/2" Edge Mill Asphalt	116,850	sf	\$ 0.65	\$ 75,952.50	\$ 0.14	\$ 16,359.00	\$ 0.20	\$ 23,370.00	\$ 0.17	\$ 19,864.50	\$ 0.15	\$ 17,527.50	\$ 0.15	\$ 17,527.50
A12	Asphalt level course	200	ton	\$ 100.00	\$ 20,000.00	\$ 70.00	\$ 14,000.00	\$ 86.80	\$ 17,360.00	\$ 96.00	\$ 19,200.00	\$ 87.00	\$ 17,400.00	\$ 83.00	\$ 16,600.00
A13	2" HMA overlay (approx. 305,900 sf)	4,150	ton	\$ 75.00	\$ 311,250.00	\$ 62.00	\$ 257,300.00	\$ 60.25	\$ 250,037.50	\$ 71.00	\$ 294,650.00	\$ 66.75	\$ 277,012.50	\$ 79.00	\$ 327,850.00
A14	Raise manhole to grade with concrete collar	46	ea	\$ 500.00	\$ 23,000.00	\$ 485.00	\$ 22,310.00	\$ 500.00	\$ 23,000.00	\$ 500.00	\$ 23,000.00	\$ 560.00	\$ 25,760.00	\$ 525.00	\$ 24,150.00
A15	Raise valve to grade with concrete collar	49	ea	\$ 450.00	\$ 22,050.00	\$ 355.00	\$ 17,395.00	\$ 365.00	\$ 17,885.00	\$ 375.00	\$ 18,375.00	\$ 410.00	\$ 20,090.00	\$ 380.00	\$ 18,620.00
A16	Raise survey monument to grade with concrete collar	6	ea	\$ 450.00	\$ 2,700.00	\$ 460.00	\$ 2,760.00	\$ 475.00	\$ 2,850.00	\$ 480.00	\$ 2,880.00	\$ 530.00	\$ 3,180.00	\$ 500.00	\$ 3,000.00
A17	4" Striping	15,550	lf	\$ 0.50	\$ 7,775.00	\$ 0.33	\$ 5,131.50	\$ 0.44	\$ 6,842.00	\$ 0.60	\$ 9,330.00	\$ 0.30	\$ 4,665.00	\$ 0.50	\$ 7,775.00
A18	12" Striping (Stop Bar)	150	lf	\$ 4.00	\$ 600.00	\$ 3.30	\$ 495.00	\$ 2.60	\$ 390.00	\$ 11.00	\$ 1,650.00	\$ 2.35	\$ 352.50	\$ 3.00	\$ 450.00
A19	Pavement Markings	4	ea	\$ 75.00	\$ 300.00	\$ 45.00	\$ 180.00	\$ 85.00	\$ 340.00	\$ 400.00	\$ 1,600.00	\$ 41.00	\$ 164.00	\$ 88.00	\$ 352.00
TOTAL SECTION A (Items A1-A19)				\$ 540,422.50	\$ 388,046.00	\$ 397,197.50	\$ 446,242.00	\$ 450,180.50	\$ 470,068.50						

BID TABULATION

*Shown as Lowest Bidder for Each Section

South Weber City - 2021 Street Maintenance

Bid Opening: June 3, 2021, 2:00 pm, Virtual thru Zoom

SECTION A - MILL & OVERLAY (w/ Alt. 1 -- No Anti-Strip Agent)			ENGINEER'S ESTIMATE		Kilgore Contracting		Staker Parson Companies		Geneva Rock Products		Advanced Paving and Construction LLC		
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,250.00	\$ 8,250.00	\$ 7,200.00	\$ 7,200.00	\$ 25,000.00	\$ 25,000.00	\$ 3,400.00	\$ 3,400.00
A2	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,800.00	\$ 5,800.00	\$ 16,000.00	\$ 16,000.00	\$ 8,100.00	\$ 8,100.00	\$ 7,000.00	\$ 7,000.00
A3	Asphalt Sawcut (3"-5" thick) - soft spot repair	720	lf	\$ 3.00	\$ 2,160.00	\$ 1.30	\$ 936.00	\$ 2.10	\$ 1,512.00	\$ 1.20	\$ 864.00	\$ 1.10	\$ 792.00
A4	Remove existing asphalt (3"-5" thick) - soft spot repair	3,600	sf	\$ 1.10	\$ 3,960.00	\$ 0.90	\$ 3,240.00	\$ 1.05	\$ 3,780.00	\$ 0.80	\$ 2,880.00	\$ 0.82	\$ 2,952.00
A5	Excavate and Remove unsuitable material - soft spot repair	200	cy	\$ 42.00	\$ 8,400.00	\$ 26.00	\$ 5,200.00	\$ 10.50	\$ 2,100.00	\$ 50.00	\$ 10,000.00	\$ 39.00	\$ 7,800.00
A6	New Granular Borrow (thickness varies) - soft spot repair	260	ton	\$ 40.00	\$ 10,400.00	\$ 31.25	\$ 8,125.00	\$ 15.70	\$ 4,082.00	\$ 27.00	\$ 7,020.00	\$ 31.00	\$ 8,060.00
A7	New UTBC (thickness varies) - soft spot repair	150	ton	\$ 45.00	\$ 6,750.00	\$ 28.15	\$ 4,222.50	\$ 18.85	\$ 2,827.50	\$ 32.00	\$ 4,800.00	\$ 31.00	\$ 4,650.00
A8	4" New HMA (approx. 3,600 sf) - soft spot repair	105	ton	\$ 85.00	\$ 8,925.00	\$ 27.15	\$ 2,850.75	\$ 94.30	\$ 9,901.50	\$ 158.00	\$ 16,590.00	\$ 101.00	\$ 10,605.00
ALT 1.	No anti-strip agent required												
A9	Pre-lower manhole	7	ea	\$ 400.00	\$ 2,800.00	\$ 271.00	\$ 1,897.00	\$ 280.00	\$ 1,960.00	\$ 315.00	\$ 2,205.00	\$ 295.00	\$ 2,065.00
A10	Pre-lower valve	24	ea	\$ 350.00	\$ 8,400.00	\$ 230.00	\$ 5,520.00	\$ 240.00	\$ 5,760.00	\$ 265.00	\$ 6,360.00	\$ 250.00	\$ 6,000.00
A11	1 1/2" Edge Mill Asphalt	116,850	sf	\$ 0.65	\$ 75,952.50	\$ 0.14	\$ 16,359.00	\$ 0.20	\$ 23,370.00	\$ 0.15	\$ 17,527.50	\$ 0.15	\$ 17,527.50
A12	Asphalt level course	200	ton	\$ 100.00	\$ 20,000.00	\$ 70.00	\$ 14,000.00	\$ 86.80	\$ 17,360.00	\$ 87.00	\$ 17,400.00	\$ 83.00	\$ 16,600.00
A13	2" HMA overlay (approx. 305,900 sf)	4,150	ton	\$ 75.00	\$ 311,250.00	\$ 61.00	\$ 253,150.00	\$ 58.25	\$ 241,737.50	\$ 64.90	\$ 269,335.00	\$ 77.00	\$ 319,550.00
ALT 1.	No anti-strip agent required.												
A14	Raise manhole to grade with concrete collar	46	ea	\$ 500.00	\$ 23,000.00	\$ 485.00	\$ 22,310.00	\$ 500.00	\$ 23,000.00	\$ 560.00		\$ 525.00	\$ 24,150.00
A15	Raise valve to grade with concrete collar	49	ea	\$ 450.00	\$ 22,050.00	\$ 355.00	\$ 17,395.00	\$ 365.00	\$ 17,885.00	\$ 410.00	\$ 20,090.00	\$ 380.00	\$ 18,620.00
A16	Raise survey monument to grade with concrete collar	6	ea	\$ 450.00	\$ 2,700.00	\$ 460.00	\$ 2,760.00	\$ 475.00	\$ 2,850.00	\$ 530.00	\$ 3,180.00	\$ 500.00	\$ 3,000.00
A17	4" Striping	15,550	lf	\$ 0.50	\$ 7,775.00	\$ 0.33	\$ 5,131.50	\$ 0.44	\$ 6,842.00	\$ 0.30	\$ 4,665.00	\$ 0.50	\$ 7,775.00
A18	12" Striping (Stop Bar)	150	lf	\$ 4.00	\$ 600.00	\$ 3.30	\$ 495.00	\$ 2.60	\$ 390.00	\$ 2.35	\$ 352.50	\$ 3.00	\$ 450.00
A19	Pavement Markings	4	ea	\$ 75.00	\$ 300.00	\$ 45.00	\$ 180.00	\$ 85.00	\$ 340.00	\$ 41.00	\$ 164.00	\$ 88.00	\$ 352.00
TOTAL SECTION A - No Anti-Strip Agent (Items A1-A19, Alt 1)				\$ 540,422.50	\$ 377,821.75	\$ 388,897.50	\$ 416,533.00	\$ 461,348.50					

SECTION A - MILL & OVERLAY (w/ Alt. 2 -- Equal Alt. Anti-Strip Agent)			ENGINEER'S ESTIMATE		Kilgore Contracting		Staker Parson Companies		Advanced Paving and Construction LLC		
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,250.00	\$ 8,250.00	\$ 7,200.00	\$ 7,200.00	\$ 3,400.00	\$ 3,400.00
A2	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,800.00	\$ 5,800.00	\$ 16,000.00	\$ 16,000.00	\$ 7,000.00	\$ 7,000.00
A3	Asphalt Sawcut (3"-5" thick) - soft spot repair	720	lf	\$ 3.00	\$ 2,160.00	\$ 1.30	\$ 936.00	\$ 2.10	\$ 1,512.00	\$ 1.10	\$ 792.00
A4	Remove existing asphalt (3"-5" thick) - soft spot repair	3,600	sf	\$ 1.10	\$ 3,960.00	\$ 0.90	\$ 3,240.00	\$ 1.05	\$ 3,780.00	\$ 0.82	\$ 2,952.00
A5	Excavate and Remove unsuitable material - soft spot repair	200	cy	\$ 42.00	\$ 8,400.00	\$ 26.00	\$ 5,200.00	\$ 10.50	\$ 2,100.00	\$ 39.00	\$ 7,800.00
A6	New Granular Borrow (thickness varies) - soft spot repair	260	ton	\$ 40.00	\$ 10,400.00	\$ 31.25	\$ 8,125.00	\$ 15.70	\$ 4,082.00	\$ 31.00	\$ 8,060.00
A7	New UTBC (thickness varies) - soft spot repair	150	ton	\$ 45.00	\$ 6,750.00	\$ 28.15	\$ 4,222.50	\$ 18.85	\$ 2,827.50	\$ 31.00	\$ 4,650.00
A8	4" New HMA (approx. 3,600 sf) - soft spot repair	105	ton	\$ 85.00	\$ 8,925.00	\$ 28.15	\$ 2,955.75	\$ 94.30	\$ 9,901.50	\$ 106.00	\$ 11,130.00
ALT 2.	Equal alternate anti-strip agent other than 1% Lime Slurry										
A9	Pre-lower manhole	7	ea	\$ 400.00	\$ 2,800.00	\$ 271.00	\$ 1,897.00	\$ 280.00	\$ 1,960.00	\$ 295.00	\$ 2,065.00
A10	Pre-lower valve	24	ea	\$ 350.00	\$ 8,400.00	\$ 230.00	\$ 5,520.00	\$ 240.00	\$ 5,760.00	\$ 250.00	\$ 6,000.00
A11	1 1/2" Edge Mill Asphalt	116,850	sf	\$ 0.65	\$ 75,952.50	\$ 0.14	\$ 16,359.00	\$ 0.20	\$ 23,370.00	\$ 0.15	\$ 17,527.50
A12	Asphalt level course	200	ton	\$ 100.00	\$ 20,000.00	\$ 70.00	\$ 14,000.00	\$ 86.80	\$ 17,360.00	\$ 83.00	\$ 16,600.00
A13	2" HMA overlay (approx. 305,900 sf)	4,150	ton	\$ 75.00	\$ 311,250.00	\$ 62.00	\$ 257,300.00	\$ 58.25	\$ 241,737.50	\$ 80.00	\$ 332,000.00
ALT 2.	Equal alternate anti-strip agent other than 1% Lime Slurry										

BID TABULATION

*Shown as Lowest Bidder for Each Section

South Weber City - 2021 Street Maintenance

Bid Opening: June 3, 2021, 2:00 pm, Virtual thru Zoom

A14 Raise manhole to grade with concrete collar	46 ea	\$ 500.00	\$ 23,000.00	\$ 485.00	\$ 22,310.00	\$ 500.00	\$ 23,000.00	\$ 525.00	\$ 24,150.00
A15 Raise valve to grade with concrete collar	49 ea	\$ 450.00	\$ 22,050.00	\$ 355.00	\$ 17,395.00	\$ 365.00	\$ 17,885.00	\$ 380.00	\$ 18,620.00
A16 Raise survey monument to grade with concrete collar	6 ea	\$ 450.00	\$ 2,700.00	\$ 460.00	\$ 2,760.00	\$ 475.00	\$ 2,850.00	\$ 500.00	\$ 3,000.00
A17 4" Striping	15,550 lf	\$ 0.50	\$ 7,775.00	\$ 0.33	\$ 5,131.50	\$ 0.44	\$ 6,842.00	\$ 0.50	\$ 7,775.00
A18 12" Striping (Stop Bar)	150 lf	\$ 4.00	\$ 600.00	\$ 3.30	\$ 495.00	\$ 2.60	\$ 390.00	\$ 3.00	\$ 450.00
A19 Pavement Markings	4 ea	\$ 75.00	\$ 300.00	\$ 45.00	\$ 180.00	\$ 85.00	\$ 340.00	\$ 88.00	\$ 352.00
TOTAL SECTION A - EQUAL ALT. ANTI-STRIP AGENT (Items A1-A19, Alt 2)		\$	540,422.50	\$	382,076.75	\$	388,897.50	\$	474,323.50

BID TABULATION

*Shown as Lowest Bidder for Each Section

South Weber City - 2021 Street Maintenance

Bid Opening: June 3, 2021, 2:00 pm, Virtual thru Zoom

SECTION B - CHIP & SEAL				ENGINEER'S ESTIMATE		Staker Parson Companies		Advanced Paving and Construction LLC		Consolidated Paving & Concrete		CKC Operations, LLC	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1	Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,850.00	\$ 3,850.00	\$ 1,593.00	\$ 1,593.00	\$ 15,000.00	\$ 15,000.00
B2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 9,400.00	\$ 9,400.00	\$ 4,750.00	\$ 4,750.00	\$ 3,422.00	\$ 3,422.00	\$ 8,500.00	\$ 8,500.00
B3	Chip & Seal w/ light weight A chip, & fog seal												
a	Old Fort Road (I-84 to Harvest Park Ln.)	196,050	sf	\$ 0.30	\$ 58,815.00	\$ 0.23	\$ 45,091.50	\$ 0.25	\$ 49,012.50	\$ 0.26	\$ 50,973.00	\$ 0.23	\$ 45,091.50
b	Old Fort Road (to 1200 E.) / Canyon Drive (1200 E. to 1375 E. – including cul-de-sacs)	129,970	sf	\$ 0.30	\$ 38,991.00	\$ 0.23	\$ 29,893.10	\$ 0.25	\$ 32,492.50	\$ 0.26	\$ 33,792.20	\$ 0.23	\$ 29,893.10
c	2475 E. / 8150 S. (Deer Run Dr. to 2700 E. – including cul-de-sacs)	127,840	sf	\$ 0.30	\$ 38,352.00	\$ 0.23	\$ 29,403.20	\$ 0.25	\$ 31,960.00	\$ 0.26	\$ 33,238.40	\$ 0.23	\$ 29,403.20
B4	4" Striping	26,230	lf	\$ 0.50	\$ 13,115.00	\$ 0.44	\$ 11,541.20	\$ 0.50	\$ 13,115.00	\$ 0.48	\$ 12,590.40	\$ 0.22	\$ 5,770.60
B5	12" Striping (Stop Bar)	465	lf	\$ 4.00	\$ 1,860.00	\$ 2.60	\$ 1,209.00	\$ 2.75	\$ 1,278.75	\$ 2.75	\$ 1,278.75	\$ 21.50	\$ 9,997.50
B6	Pavement Markings	45	ea	\$ 75.00	\$ 3,375.00	\$ 105.00	\$ 4,725.00	\$ 110.00	\$ 4,950.00	\$ 110.00	\$ 4,950.00	\$ 35.00	\$ 1,575.00
B7	24" Striping	690	lf	\$ 8.00	\$ 5,520.00	\$ 5.25	\$ 3,622.50	\$ 5.50	\$ 3,795.00	\$ 5.50	\$ 3,795.00	\$ 50.00	\$ 34,500.00
TOTAL SECTION B (Item B1-B7)				\$	172,028.00	\$	136,385.50	\$	145,203.75	\$	145,632.75	\$	179,730.90

SECTION B - CHIP & SEAL (ALTERNATE w/ ONYX)				ENGINEER'S ESTIMATE		CKC Operations, LLC		Staker Parson Companies		Consolidated Paving & Concrete		Advanced Paving and Construction LLC	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1	Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,593.00	\$ 1,593.00	\$ 3,850.00	\$ 3,850.00
B2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 9,400.00	\$ 9,400.00	\$ 3,422.00	\$ 3,422.00	\$ 4,750.00	\$ 4,750.00
B3	Chip & Seal with light weight A chip, and fog seal with ONYX												
ALT 1.													
a	Old Fort Road (I-84 to Harvest Park Ln.)	196,050	sf	\$ 0.36	\$ 70,578.00	\$ 0.24	\$ 47,052.00	\$ 0.45	\$ 88,222.50	\$ 0.49	\$ 96,064.50	\$ 0.50	\$ 98,025.00
b	Old Fort Road (to 1200 E.) / Canyon Drive (1200 E. to 1375 E. – including cul-de-sacs)	129,970	sf	\$ 0.36	\$ 46,789.20	\$ 0.24	\$ 31,192.80	\$ 0.45	\$ 58,486.50	\$ 0.49	\$ 63,685.30	\$ 0.50	\$ 64,985.00
c	2475 E. / 8150 S. (Deer Run Dr. to 2700 E. – including cul-de-sacs)	127,840	sf	\$ 0.36	\$ 46,022.40	\$ 0.24	\$ 30,681.60	\$ 0.45	\$ 57,528.00	\$ 0.49	\$ 62,641.60	\$ 0.50	\$ 63,920.00
B4	4" Striping	26,230	lf	\$ 0.50	\$ 13,115.00	\$ 0.22	\$ 5,770.60	\$ 0.44	\$ 11,541.20	\$ 0.48	\$ 12,590.40	\$ 0.50	\$ 13,115.00
B5	12" Striping (Stop Bar)	465	lf	\$ 4.00	\$ 1,860.00	\$ 21.50	\$ 9,997.50	\$ 2.60	\$ 1,209.00	\$ 2.75	\$ 1,278.75	\$ 2.75	\$ 1,278.75
B6	Pavement Markings	45	ea	\$ 50.00	\$ 2,250.00	\$ 35.00	\$ 1,575.00	\$ 105.00	\$ 4,725.00	\$ 110.00	\$ 4,950.00	\$ 110.00	\$ 4,950.00
B7	24" Striping	690	lf	\$ 8.00	\$ 5,520.00	\$ 50.00	\$ 34,500.00	\$ 5.25	\$ 3,622.50	\$ 5.50	\$ 3,795.00	\$ 5.50	\$ 3,795.00
TOTAL SECTION B - ALTERNATE w/ ONYX (Item B1-B7)				\$	198,134.60	\$	184,269.50	\$	236,234.70	\$	250,020.55	\$	258,668.75

BID TABULATION

*Shown as Lowest Bidder for Each Section

South Weber City - 2021 Street Maintenance

Bid Opening: June 3, 2021, 2:00 pm, Virtual thru Zoom

SECTION B - CHIP & SEAL (ALTERNATE w/ TUFFCOAT P+)				ENGINEER'S ESTIMATE		CKC Operations, LLC		Staker Parson Companies		Advanced Paving and Construction LLC		Consolidated Paving & Concrete	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1	Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,850.00	\$ 3,850.00	\$ 1,593.00	\$ 1,593.00
B2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 9,400.00	\$ 9,400.00	\$ 4,750.00	\$ 4,750.00	\$ 3,422.00	\$ 3,422.00
B3	Chip & Seal with light weight A chip, and fog seal with TUFFCOAT P+ ALT 2.												
a	Old Fort Road (I-84 to Harvest Park Ln.)	196,050	sf	\$ 0.36	\$ 70,578.00	\$ 0.24	\$ 47,052.00	\$ 0.34	\$ 66,657.00	\$ 0.35	\$ 68,617.50	\$ 0.43	\$ 84,301.50
b	Old Fort Road (to 1200 E.) / Canyon Drive (1200 E. to 1375 E. – including cul-de-sacs)	129,970	sf	\$ 0.36	\$ 46,789.20	\$ 0.24	\$ 31,192.80	\$ 0.34	\$ 44,189.80	\$ 0.35	\$ 45,489.50	\$ 0.43	\$ 55,887.10
c	2475 E. / 8150 S. (Deer Run Dr. to 2700 E. – including cul-de-sacs)	127,840	sf	\$ 0.36	\$ 46,022.40	\$ 0.24	\$ 30,681.60	\$ 0.34	\$ 43,465.60	\$ 0.35	\$ 44,744.00	\$ 0.43	\$ 54,971.20
B4	4" Striping	26,230	lf	\$ 0.50	\$ 13,115.00	\$ 0.22	\$ 5,770.60	\$ 0.44	\$ 11,541.20	\$ 0.50	\$ 13,115.00	\$ 0.48	\$ 12,590.40
B5	12" Striping (Stop Bar)	465	lf	\$ 4.00	\$ 1,860.00	\$ 21.50	\$ 9,997.50	\$ 2.60	\$ 1,209.00	\$ 2.75	\$ 1,278.75	\$ 2.75	\$ 1,278.75
B6	Pavement Markings	45	ea	\$ 50.00	\$ 2,250.00	\$ 35.00	\$ 1,575.00	\$ 105.00	\$ 4,725.00	\$ 110.00	\$ 4,950.00	\$ 110.00	\$ 4,950.00
B7	24" Striping	690	lf	\$ 8.00	\$ 5,520.00	\$ 50.00	\$ 34,500.00	\$ 5.25	\$ 3,622.50	\$ 5.50	\$ 3,795.00	\$ 5.50	\$ 3,795.00
TOTAL SECTION B - ALTERNATE w/ TUFFCOAT P+ (Item B1-B7)				\$	198,134.60	\$	184,269.50	\$	186,310.10	\$	190,589.75	\$	222,788.95

SECTION B - CHIP & SEAL (ALTERNATE w/ MASTERSEAL)				ENGINEER'S ESTIMATE		CKC Operations, LLC		Staker Parson Companies		Advanced Paving and Construction LLC	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1	Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,850.00	\$ 3,850.00
B2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 9,400.00	\$ 9,400.00	\$ 4,750.00	\$ 4,750.00
B3	Chip & Seal with light weight A chip, and fog seal with MASTERSEAL ALT 3.										
a	Old Fort Road (I-84 to Harvest Park Ln.)	196,050	sf	\$ 0.36	\$ 70,578.00	\$ 0.24	\$ 47,052.00	\$ 0.34	\$ 66,657.00	\$ 0.35	\$ 68,617.50
b	Old Fort Road (to 1200 E.) / Canyon Drive (1200 E. to 1375 E. – including cul-de-sacs)	129,970	sf	\$ 0.36	\$ 46,789.20	\$ 0.24	\$ 31,192.80	\$ 0.34	\$ 44,189.80	\$ 0.35	\$ 45,489.50
c	2475 E. / 8150 S. (Deer Run Dr. to 2700 E. – including cul-de-sacs)	127,840	sf	\$ 0.36	\$ 46,022.40	\$ 0.24	\$ 30,681.60	\$ 0.34	\$ 43,465.60	\$ 0.35	\$ 44,744.00
B4	4" Striping	26,230	lf	\$ 0.50	\$ 13,115.00	\$ 0.22	\$ 5,770.60	\$ 0.44	\$ 11,541.20	\$ 0.50	\$ 13,115.00
B5	12" Striping (Stop Bar)	80	lf	\$ 4.00	\$ 320.00	\$ 21.50	\$ 1,720.00	\$ 2.60	\$ 208.00	\$ 2.75	\$ 220.00
B6	Pavement Markings	45	ea	\$ 50.00	\$ 2,250.00	\$ 35.00	\$ 1,575.00	\$ 105.00	\$ 4,725.00	\$ 110.00	\$ 4,950.00
B7	24" Striping	690	lf	\$ 8.00	\$ 5,520.00	\$ 50.00	\$ 34,500.00	\$ 5.25	\$ 3,622.50	\$ 5.50	\$ 3,795.00
TOTAL SECTION B - ALTERNATE w/ MASTERSEAL (Item B1-B7)				\$	196,594.60	\$	175,992.00	\$	185,309.10	\$	189,531.00

SECTION C - TRAIL SEAL COAT				ENGINEER'S ESTIMATE		Morgan Pavement Maintenance	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total
C1	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 100.00	\$ 100.00
C2	Pedestrian Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00
C3	ONYX Seal Coat						
a	Old Maple Farms / Freedom Landing Trail (see Sheet 10)	27,670	sf	\$ 0.25	\$ 6,917.50	\$ 0.21	\$ 5,890.94
b	Old Fort Road Trail (see Sheet 8)	9,920	sf	\$ 0.25	\$ 2,480.00	\$ 0.21	\$ 2,111.97
TOTAL SECTION C (Items C1-C3)				\$	11,897.50	\$	8,202.91

BID TABULATION

*Shown as Lowest Bidder for Each Section

South Weber City - 2021 Street Maintenance

Bid Opening: June 3, 2021, 2:00 pm, Virtual thru Zoom

SECTION C - TRAIL SEAL COAT (ALTERNATE w/ TUFFCOAT P+)				ENGINEER'S ESTIMATE		Advanced Paving and Construction LLC		M&M Asphalt	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
C1	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00
C2	Pedestrian Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 565.00	\$ 565.00	\$ 500.00	\$ 500.00
C3 TUFFCOAT P+ Seal Coat									
ALT 1.									
a	Old Maple Farms / Freedom Landing Trail (see Sheet 10)	27,670	sf	\$ 0.25	\$ 6,917.50	\$ 0.15	\$ 4,150.50	\$ 0.22	\$ 5,949.05
b	Old Fort Road Trail (see Sheet 8)	9,920	sf	\$ 0.25	\$ 2,480.00	\$ 0.15	\$ 1,488.00	\$ 0.22	\$ 2,132.80
TOTAL SECTION C - ALTERNATE w/ TUFFCOAT P+ (Items C1-C3)				\$	11,897.50	\$	6,453.50	\$	9,081.85

SECTION C - TRAIL SEAL COAT (ALTERNATE w/ MASTERSEAL)				ENGINEER'S ESTIMATE		Advanced Paving and Construction LLC	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total
C1	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00
C2	Pedestrian Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 565.00	\$ 565.00
C3 MASTERSEAL Seal Coat							
ALT 2.							
a	Old Maple Farms / Freedom Landing Trail (see Sheet 10)	27,670	sf	\$ 0.25	\$ 6,917.50	\$ 0.16	\$ 4,288.85
b	Old Fort Road Trail (see Sheet 8)	9,920	sf	\$ 0.25	\$ 2,480.00	\$ 0.16	\$ 1,537.60
TOTAL SECTION C - ALTERNATE w/ MASTERSEAL (Items C1-C3)				\$	11,897.50	\$	6,641.45

BID TABULATION

*Shown as Lowest Bidder for Each Section

South Weber City - 2021 Street Maintenance

Bid Opening: June 3, 2021, 2:00 pm, Virtual thru Zoom

SECTION D - CONCRETE WORK				ENGINEER'S ESTIMATE		NO BIDS	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total
D1	Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00		
D2	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00		
D3	Remove existing concrete flatwork	7,222	sf	\$ 2.50	\$ 18,055.00		
D4	Remove existing curb and gutter	60	lf	\$ 8.00	\$ 480.00		
D5	UTBC under concrete (4" thick – includes removal of existing material)	180	ton	\$ 35.00	\$ 6,300.00		
D6	New 4" thick concrete flatwork	5,822	sf	\$ 6.00	\$ 34,932.00		
D7	New 6" thick concrete flatwork	800	sf	\$ 8.00	\$ 6,400.00		
D8	New 30" curb and gutter	60	lf	\$ 45.00	\$ 2,700.00		
D9	New ADA Ramp	7	ea	\$ 2,200.00	\$ 15,400.00		
D10	Asphalt Sawcut (3"-5" thick)	66	lf	\$ 3.00	\$ 198.00		
D11	Remove existing asphalt (3"-5" thick)	60	sf	\$ 3.00	\$ 180.00		
D12	4" New HMA (approx. 60 sf)	2	ton	\$ 250.00	\$ 500.00		
TOTAL SECTION D (Item D1-D12)				\$	95,145.00	\$	-

SECTION E - FIRE STATION CONCRETE DRIVEWAY				ENGINEER'S ESTIMATE		NO BIDS	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total
E1	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00		
E2	Clear and Grub	3,500	sf	\$ 0.25	\$ 875.00		
E3	Remove existing tree (6" – 12" dia.)	5	ea	\$ 750.00	\$ 3,750.00		
E4	Excavate and grade to subgrade (dispose of excess material)	1	LS	\$ 6,000.00	\$ 6,000.00		
E5	Remove existing concrete flatwork	400	sf	\$ 5.00	\$ 2,000.00		
E6	Sawcut back of curb for driveway	25	lf	\$ 20.00	\$ 500.00		
E7	New roadbase (4" thick)	100	ton	\$ 35.00	\$ 3,500.00		
E8	New concrete flatwork (8" thick)	3,360	sf	\$ 12.00	\$ 40,320.00		
E9	New thickened slab portion (4" x 12")	55	sf	\$ 20.00	\$ 1,100.00		
E10	New 1" washed rock	10	ton	\$ 100.00	\$ 1,000.00		
E11	Relocate sprinkler valve box	1	ea	\$ 1,000.00	\$ 1,000.00		
E12	Revise/relocate existing sprinklers in rear grassed area	1	LS	\$ 2,000.00	\$ 2,000.00		
E13	New top soil (4" thick)	1,200	sf	\$ 1.25	\$ 1,500.00		
E14	New sprinklers	1,200	sf	\$ 1.50	\$ 1,800.00		
E15	New sod	1,200	sf	\$ 1.75	\$ 2,100.00		
TOTAL SECTION E (Item E1-E15)				\$	70,445.00		

BID TABULATION

*Shown as Lowest Bidder for Each Section

South Weber City - 2021 Street Maintenance

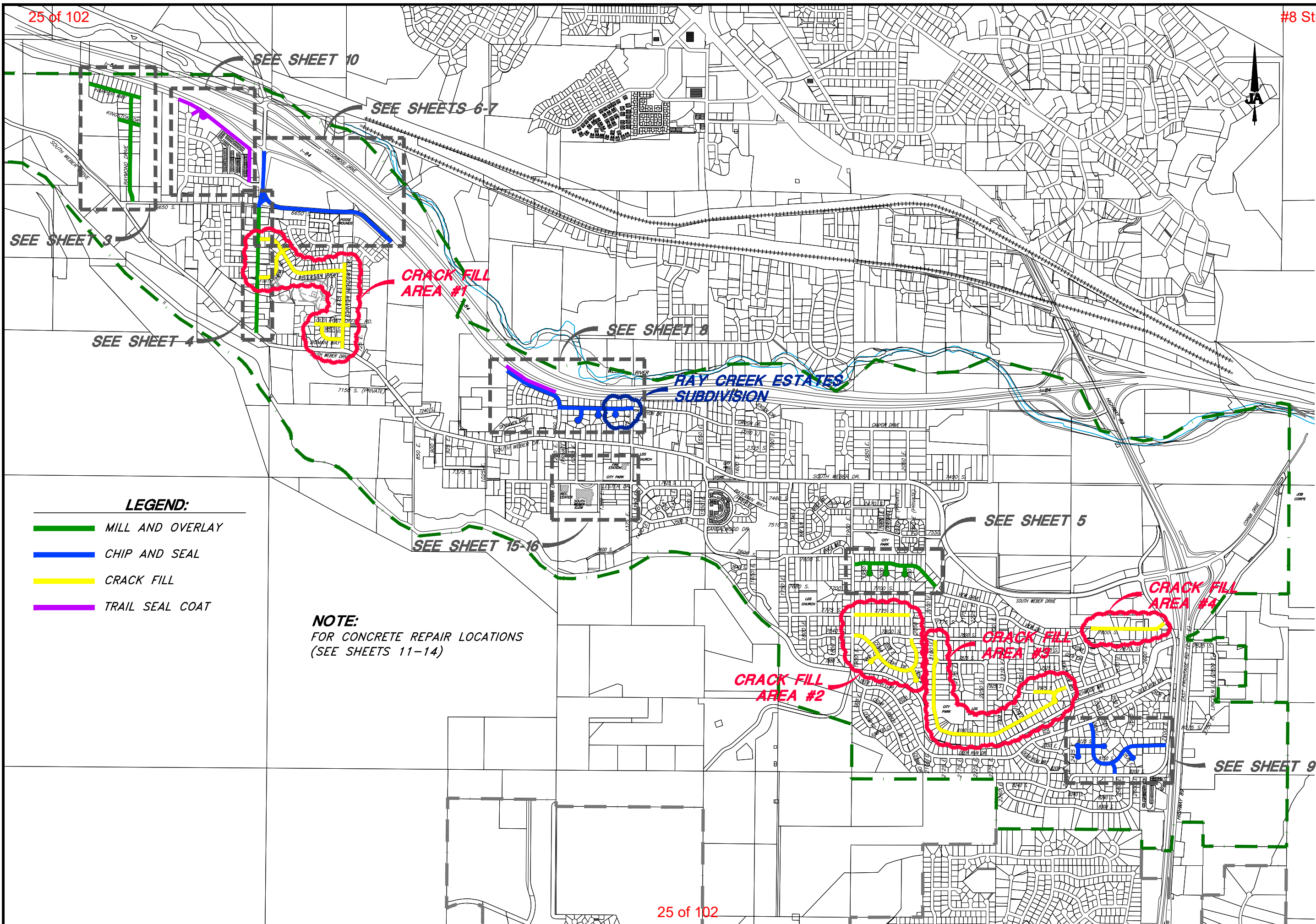
Bid Opening: June 3, 2021, 2:00 pm, Virtual thru Zoom

SECTION F - CRACK FILL				ENGINEER'S ESTIMATE		CKC Operations, LLC		Advanced Paving and Construction, LLC		Morgan Pavement Maintenance		M&M Asphalt	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
F1	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 7,800.00	\$ 7,800.00	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
F2	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 650.00	\$ 650.00	\$ 2,394.00	\$ 2,394.00	\$ 500.00	\$ 500.00
F3	Crack Fill												
a	Area #1 (approx. 190,800 sf)	1	LS	\$ 13,356.00	\$ 13,356.00	\$ 5,461.00	\$ 5,461.00	\$ 9,200.00	\$ 9,200.00	\$ 11,893.88	\$ 11,893.88	\$ 17,104.00	\$ 17,104.00
b	Area #2 (approx. 127,900 sf)	1	LS	\$ 8,953.00	\$ 8,953.00	\$ 3,676.50	\$ 3,676.50	\$ 7,400.00	\$ 7,400.00	\$ 14,012.84	\$ 14,012.84	\$ 16,025.00	\$ 16,025.00
c	Area #3 (approx. 179,150 sf)	1	LS	\$ 12,540.50	\$ 12,540.50	\$ 5,138.50	\$ 5,138.50	\$ 8,300.00	\$ 8,300.00	\$ 16,272.25	\$ 16,272.25	\$ 14,039.00	\$ 14,039.00
d	Area #4 (approx. 32,300 sf)	1	LS	\$ 2,261.00	\$ 2,261.00	\$ 924.50	\$ 924.50	\$ 1,550.00	\$ 1,550.00	\$ 1,360.80	\$ 1,360.80	\$ 1,740.00	\$ 1,740.00
TOTAL SECTION F (Item F1-F3)				\$ 41,110.50		\$ 27,500.50		\$ 27,750.00		\$ 46,533.77		\$ 49,908.00	

G - REDUCTION IN PRICE				NA	
Item	Description	Qty	Unit		
G1	Reduction in price if awarded <u>ALL Sections</u>	1	LS		
G2	Reduction in price if awarded both Chip & Seal and Trail Seal Coat Sections (Section B & C)	1	LS		
G3	Reduction in price if awarded both Concrete Sections (Section D & E)	1	LS		

Project Engineer *Brandon K. Jones*

Date 6/3/2021



LEGEND:

- MILL AND OVERLAY
- CHIP AND SEAL
- CRACK FILL
- TRAIL SEAL COAT

NOTE:
FOR CONCRETE REPAIR LOCATIONS
(SEE SHEETS 11-14)

JONES & ASSOCIATES
CONSULTING ENGINEERS

6080 Fashion Point Drive
South Ogden, Utah 84403
ph - (801) 476-9767 fx - (801) 476-9768

SOUTH WEBER CITY CORPORATION
2021 STREET MAINTENANCE PROJECT
OVERALL PROJECT LOCATION MAP

DATE	DESCRIPTION

BAS DESIGNED	TWE DRAWN	BAS CHECKED
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SCALE:
24" x 36" 1" = 800'
11" x 17" 1" = 1600'

SHEET:
2
OF 1 SHEETS

RESOLUTION 21-32**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING
2021 STREET MAINTENANCE PROJECT CONTRACTS**

WHEREAS, a street maintenance plan was adopted in 2020 recognizing the importance of city transportation corridors and setting a goal to attain an average remaining service life of ten years or higher; and

WHEREAS, after consultation with the streets department, annual street projects are determined by City Engineer Brandon Jones based on level of need and budgeted funds; and

WHEREAS, bids were advertised per state requirements on May 11, 19, and 25, 2021 and were opened by City Engineer Brandon Jones on June 3, 2021; and

WHEREAS, the project was bid in six separate sections A) mill and overly, B) chip and seal, C) trail seal coat, D) concrete work, E) Fire Station driveway, and F) crack fill. Alternate bid items were also included for sections A, B, and C with different asphalt mix designs and types of seal coats; and

WHEREAS, nine bids were received with multiple bids on all sections except D and E which are concrete. There is a concrete shortage currently and high demand for concrete contractors. These sections may have to be rebid next year; and

WHEREAS, Jones & Associates recommends awarding four separate contracts: Kilgore Contracting (Section A), Staker Parson Companies (Section B), Advanced Paving & Construction (Section C), and CKC Operations, LLC (Section F) with a total bid of \$551,392.00; and

WHEREAS, Council has reviewed the bid breakdown sheets and engineer's review and agrees it is in the best interests of the city to award four contracts;

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

Section 1. Award: The 2021 Street Maintenance Project Contract is hereby awarded in four sections for a total bid amount of \$551,932.00 as follows:

Section A to Kilgore Contracting for \$388,046.00

Section B to Staker Parson Companies for \$136,385.50

Section C alternate 1 to Advanced Paving and Construction for \$6,453.50

Section F to CKC Operations LLC for \$27,500.50

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

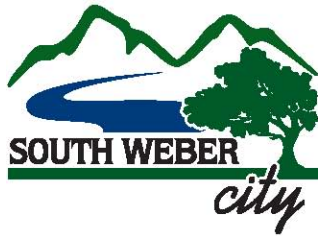
PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 8th day of June 2021.

Roll call vote is as follows:

Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder



Agenda Item Introduction

Council Meeting Date: 06-08-2021

Name: Lisa Smith

Agenda Item: Paramedic Services Transfer

Background: On March 9, 2021, South Weber City Council passed a resolution approving the transfer of paramedic services from Davis County to South Weber City. Since that time, Davis County has agreed to pay for paramedic services during the transition period which no longer requires the City to pay for those services until the transfer scheduled to occur no later than December 31, 2022. Agreement section 7b includes the language to this end.

The included agreement makes 1 other change: amending the date in section 3 which from June 1, 2021, to August 30, 2021, is the deadline for each City or District to provide a commitment letter to the County stating how the entity will provide paramedic services. This was changed to accommodate the various truth in taxation hearings around the County and the decision-making timeline that requires.

Summary: Approve updated Paramedic agreement

Budget Amendment:

Procurement Officer Review: Budgeted amount \$ Bid amount \$

Committee Recommendation:

Planning Commission Recommendation:

Staff Recommendation:

Attachments: Resolution 21-33
 Interlocal Agreement for Paramedic Service Transfer

RESOLUTION 21-33

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY TO TRANSFER PARAMEDIC SERVICES TO SWC

WHEREAS, Resolution 21-13 approving a paramedic service agreement transferring providers from Davis County Sheriff's Office to South Weber Fire Department was passed on March 9, 2021; and

WHEREAS, Davis County Sheriff's Office has requested an updated agreement which favors the cities by clarifying the county will pay for paramedic services during the transition period and outlines they will cease the collection of the tax levy supporting paramedic service;

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

Section 1. Approval: The Interlocal Agreement with Davis County Sheriff's Office for Paramedic Service Transition is hereby approved as attached in Exhibit 1.

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 8th day of June 2021.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1

INTERLOCAL AGREEMENT FOR PARAMEDIC SERVICES TRANSFER

AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of June, 2021, by and between a municipal corporation of the State of Utah, **DAVIS COUNTY**, a political subdivision of the State of Utah, (the “County”), **FARMINGTON CITY**, a municipal corporation of the State of Utah, **FRUIT HEIGHTS CITY**, a municipal corporation of the State of Utah, **KAYSVILLE CITY**, a municipal corporation of the State of Utah, **CLINTON CITY** a municipal corporation of the State of Utah, **LAYTON CITY**, a municipal corporation of the State of Utah, the **NORTH DAVIS FIRE DISTRICT**, a Utah governmental entity, the **SOUTH DAVIS METRO FIRE SERVICE AREA**, a Utah governmental entity, **SOUTH WEBER CITY**, a municipal corporation of the State of Utah, and **SYRACUSE CITY**, a municipal corporation of the State of Utah.

RECITALS

- A. The parties to this Agreement are governmental agencies each with a responsibility to provide public safety services within their jurisdictional boundaries, which services may include paramedic services.
- B. The Cities which are parties to the Agreement intend to become licensees to operate and provide paramedic services within their respective jurisdictional boundaries.
- C. Previously the County, the South Davis Metro Fire Agency and Layton City entered into an agreement to provide, within their respective boundaries and in a coordinated and effective manner, paramedic services in concert with Davis County.
- D. The cities located within the North Davis Fire District have committed and intend that paramedic services be provided through the North Davis Fire District.
- E. Davis County, has determined it will cease the provision of paramedic services and the parties, in the interest of supporting a more comprehensive, coordinated and efficient method for the provision of paramedic services, desire to coordinate the assumption of these services by the non-County parties.

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

1. Incorporation of Recitals. The foregoing recitals are incorporated in this Agreement as substantive terms, as though fully set forth at this point.
2. Definitions. For the purposes of this Agreement:
 - a. “Paramedic unit” means the vehicle, equipment, personnel, materials, and supportive and administrative services comprising and necessary for a paramedic team to provide adequate and appropriate paramedic services in accordance with the standards

established by the State. A paramedic team shall consist of a minimum of two (2) licensed individuals.

b. “Standard Response Time” means an eight-minute response time on at least 90% of calls for service, without regard to jurisdictional authority boundaries.

3. Cessation of County Services. Not later than December 31, 2022, the County will cease the provision of ALS and paramedic services. The County will not surrender the licensing authorizations it has received to provide paramedic services and which it holds as of the date of this Agreement until a new jurisdictional authority is authorized to provide the service. It is contemplated that this provision will require the County to amend its current license from time to time to permit the respective jurisdictional authorities created by this Agreement to receive licenses. The County will not by its legislative authority surrender the taxing authorization it has to levy a tax for the purpose of collecting revenue to provide paramedic services. However, by this Agreement, the County hereby agrees and commits to cease providing paramedic services by the above referenced date and to cease the collection of a tax levy in support of those services within the incorporated portions of the County as has been previously authorized by not later than June 30, 2021. Between the date of this Agreement and the date of December 31, 2022, the County agrees to continue providing paramedic services within the County boundaries and within the separate jurisdictional services areas established in this Agreement until such time as the jurisdictional authority, by separate agreement with the County, agrees to provide paramedic services. It is anticipated that the agreements between jurisdictional authorities and the County will take the forms of separate memorandums of understanding to be negotiated and committed to in writing. Each City or District which is a party to this Agreement agrees to provide a commitment, in writing, to each other party, by not later than August 30, 2021, of the specific means by which the party will provide paramedic services within their respective jurisdiction, with the specific intent that all will begin providing paramedic services by not later than December 31, 2022.

4. Jurisdictional Service Areas. For purposes of this Agreement, and to support the coordinated and efficient provision of paramedic services within the jurisdictional boundaries of each party to this Agreement, the parties hereby create jurisdictional service areas as more particularly shown on Exhibit A, attached hereto and incorporated herein by reference. It is the intention of the parties to create jurisdictional service areas which are consistent with the jurisdictional boundaries of each governmental entity, with the unincorporated areas of Davis County to be located within adjacent jurisdictional authorities’ service areas. It is further the intent of the parties that for those areas of the unincorporated County which are to be located within a jurisdictional service area that Davis County will continue to impose its customary and historic tax levy for paramedic services on properties within the unincorporated areas and to pay over to the jurisdictional authority providing paramedic services, the amount of the tax levy obtained to support the paramedic services to be provided by the jurisdictional service authority. The continued levy of the tax, the remittance of such tax to the jurisdictional authority and the continuation of the levy shall all be the subject of separate agreements between the jurisdictional service authorities and Davis County.

5. Coordinated Response Model. The parties to this Agreement affirmatively assert that among the purposes for this Agreement, the efficient administration of paramedic services, in the interest of protecting public health, safety and welfare is paramount. In support of this objective, the parties agree that call response shall be provided by the closest available unit, after the local agency's paramedic resources are exhausted, wherever possible, without undue regard to jurisdictional authority.

6. Service Responsibility. Each Party shall be responsible to administer its own paramedic units and services. This administrative responsibility includes:

- a. Maintenance of a paramedic unit or units that are separate and distinct from customarily staffed firefighters or peace officers.
- b. The maintenance of any current licenses or co-licenses, or the application and qualification for and the obtaining and maintaining of the requisite licenses from the State of Utah and other licensing entities for its paramedic units and personnel.
- c. The employment of its paramedic personnel including the establishment and implementation of its own compensation plan and personnel policies and procedures.
- d. The training and scheduling of its paramedic personnel.
- e. The acquisition, use, and maintenance of its paramedic vehicles and equipment.
- f. The keeping of its own records and data.
- g. The support and supervisory organization, clerical staff, and policies.
- h. Obtaining and maintaining its own liability, errors and omissions, property, and other insurance coverage.
- i. Compliance with the paramedic, emergency medical, and other applicable standards established and enforced by the State or other governmental entities having that authority, including all state standards for paramedic units.
- j. All other functions necessary for the operation of its paramedic service.
- k. Each jurisdictional authority shall retain a qualified medical director as required by State standards.

7. Funding.

- a. Each Party shall be responsible to budget from its own General Fund or obtain funding from other sources for any additional funding for the paramedic units allocated to it under this agreement or for any additional paramedic units or services

which that Party determines to provide. It is anticipated that services from a jurisdictional authority to unincorporated areas of the County will be compensated through separate arrangements between the County and the servicing jurisdictional authority.

b. It is anticipated by the parties that Davis County will cease its paramedic services on or before December 31, 2022 but will also cease to collect the authorized tax levy prior to cessation of services. It is further anticipated that some or all of the non-County parties will pursue additional tax levies to fund the paramedic operations prior to the beginning of service. In order to support a funded and efficient transfer of the paramedic service, the non-County parties hereby agree to either: (i) consider and impose appropriate and necessary tax levies, or (ii) to otherwise fund the necessary services from other sources within budgets to be approved not later than August 30, 2021. Between the date of June 30, 2021, and December 31, 2022, it is anticipated that the County may continue to provide paramedic services without the support of a corresponding tax levy.

8. Administrative Board. In accordance with *Utah Code Ann.* §11-13-207, a portion of the *Utah Interlocal Cooperation Act*, the cooperative undertaking of this Agreement shall be administered by a joint board comprised of the City Managers of each jurisdictional authority, the Chairs of the Board of Trustees of the North Davis Fire District and the South Davis Metro Fire Agency and a member of the County Commission to be designated by the County Commission by resolution. The Administrative Board shall be tasked with the obligation to adopt and administrate the implementation of rules and procedures on compensation between jurisdictional authorities for extra-jurisdictional response, for the definition of the level of service provided and for other governance issues as they may arise.

9. Davis County EMS Council. The Administrative Board will be supported and aided by the Davis County EMS Council. The Davis County EMS Council shall be tasked with the obligation to advise the Administrative Board on the level of service to be provided and other technical aspects of the paramedic services to be provided.

10. Service Levels.

a. The parties agree that all established units shall meet all state standards for paramedic services and any standards adopted by the Administrative Board.

b. Parties with a single station shall ensure a staffed (1st-due) paramedic unit remains available in addition to regular non-paramedic staffing. Exception to this condition may apply during times of large-scale incidents or other situations that warrant modified staffing practices to ensure continued delivery of emergency medical services.

c. Borderless paramedic services shall be provided via automatic aid agreements and CAD systems employed through dispatch centers with continued emphasis placed on interfaced GPS technology.

d. The parties agree that the provision of paramedic services in a consistent and efficient manner and at a standard level of service is one of the underlying purposes for this Agreement, and that the level of services provided has policy implications with significant fiscal consequences for the parties. Therefore, any change in the approved level of service to be provided must be approved by a vote of two-thirds of the members of the Administrative Board present at the meetings, but in no case less than six (6) members.

11. No Separate Entity. This agreement does not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this agreement.

12. No Property. No property shall be jointly acquired, held, or distributed by and between the parties as part of this agreement.

13. Term and Termination. This agreement shall continue in effect until terminated by mutual consent of the parties, or operation of law, in no event shall the term of this agreement exceed fifty (50) years.

14. Notices. Any notices given under this agreement shall be delivered to the Parties by delivering to the County Clerk for Davis County, the City Manager for any City which is a party to this Agreement, or to the Chief of the North Davis Fire District or the South Davis Metro Fire Service Area.

15. Resolution of Disputes. The Parties each agree that in the event of a dispute they shall make a good faith effort to resolve the dispute in an amicable manner without the necessity of and before undertaking any legal action.

16. No Relief of Obligation. This agreement does not in any way relieve either party, as a public Agency, of any obligation, duty, or responsibility imposed upon it by law.

17. Indemnification and Hold Harmless. The purpose of this agreement is to provide funding for paramedic services. However, in the event of a claim, legal action, or a judgment, the Parties each agree to indemnify, defend and hold the other Parties and their officers, employees, agents, and representatives harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorney's fees, arising out of the performance of the terms of this agreement or related to the paramedic services of that Party.

18. Governmental Immunity Act of Utah. Because the Parties are each a governmental entity under the *Governmental Immunity Act of Utah*, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents. No Party waives any defense available to it under the *Utah Governmental Immunity Act*.

19. Record of Agreement. An executed copy of this agreement shall be filed with the keeper of records of each Party.

20. Government Records Access and Management Act. Each Party shall be responsible for compliance with the provisions of the *Governmental Records Access and Management Act* (GRAMA), as set forth in *Utah Code Ann.* § 63G-2-101, et. Seq. or its successor, relating to its records.

21. Other Agreements. This agreement does not abrogate or supersede any existing agreement between the parties unless specifically so provided in this agreement or except to the extent that the provisions of this agreement are in conflict with the provisions of any such existing agreement.

22. Amendments. This agreement may be amended at any time by a written instrument which has been duly approved and executed by the Parties and, if necessary under the provisions of the *Utah Interlocal Cooperation Act*, upon the adoption of resolutions of approval by the legislative bodies of each party.

23. Severability. If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

24. Third Party Beneficiaries. This agreement is intended for the sole benefit of the Parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to or upon any third party.

25. Additional Parties. Additional parties may join in this agreement only upon the unanimous written consent of all Parties and the execution of either a new agreement to replace this agreement or an appropriate amendment to this agreement signed by the Parties and the additional party or parties.

26. Authorization. The individuals signing this agreement on behalf of their Parties confirm that they are the duly authorized representatives of their respective Parties and are lawfully enabled to sign this agreement on behalf of their respective Party.

27. Review by Authorized Authority. In accordance with the provisions of §11-13-202.5(3), *Utah Code Annotated*, this agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this agreement may take effect.

28. Governmental Approval, Execution, and Resolutions. This agreement shall be conditioned upon the approval and execution of this agreement by the Parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the Parties.

29. Effective Date. This agreement shall be effective as of June 1, 2021, provided that by said date this agreement has been duly approved and executed by all Parties in the manner

prescribed by applicable law and the executed copies have been filed with the keepers of records of each Party.

30. Full Agreement. This agreement constitutes the full agreement between the Parties.

31. Governing Law. This agreement shall be governed, construed, and enforced by and under the laws of Utah.

IN WITNESS WHEREOF, the Parties hereto have signed this interlocal cooperation agreement in duplicate, each of which shall be deemed an original, on the dates indicated by their respective signatures.

CLINTON CITY

ATTEST:

City Recorder

By: _____
Mitch Adams, Mayor

Approved and reviewed as to form

Attorney for Clinton City

DAVIS COUNTY

ATTEST:

County Clerk

By: _____
Lorene Miner Kamalu, Chair

Approved and reviewed as to form

Attorney for Davis County

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
H. James Talbot, Mayor

Approved and reviewed as to form

Attorney for Farmington City

FRUIT HEIGHTS CITY

ATTEST:

City Recorder

By: _____
John Pohlman, Mayor

Approved and reviewed as to form

Attorney for Fruit Heights City

KAYSVILLE CITY

ATTEST:

City Recorder

By: _____
Katie Witt, Mayor

Approved and reviewed as to form

Attorney for Kaysville City

LAYTON CITY

ATTEST:

City Recorder

By: _____
Joy Petro, Mayor

Approved and reviewed as to form

Attorney for Layton City

NORTH DAVIS FIRE DISTRICT

ATTEST:

District Clerk

By: _____
Chairman Tim Roper

Approved and reviewed as to form

Attorney for North Davis Fire District

SOUTH DAVIS METRO FIRE SERVICE AREA

ATTEST:

Secretary

By: _____
Commissioner Rick Earnshaw, Chairman

Approved and reviewed as to form

Attorney for South Davis Metro Fire Service Area

SOUTH WEBER CITY

ATTEST:

Lisa Smith, City Recorder

By: _____
David Larson, City Manager

Approved and reviewed as to form

Jayme Blakesley, Attorney for South Weber City

SYRACUSE CITY

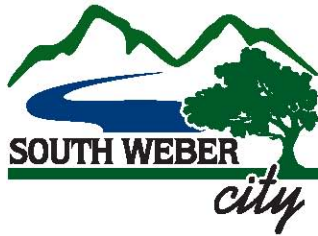
ATTEST:

City Recorder

By: _____
Michael Gailey, Mayor

Approved and reviewed as to form

Attorney for Syracuse City



Agenda Item Introduction

Council Meeting Date: June 8, 2021

Name: David Larson

Agenda Item: DCSO Dispatch Services Agreement

Background: South Weber City contracts with the Davis County Sheriff's Office (DCSO) for our Fire/EMS dispatch services. The contract renews annually with an updated cost based on a 5 year average of call and a per call amount. The new contract total amount is \$9,864.80. The price per call is \$32.45 and the call volume 5 year average is 304. For comparison, last year's contract had a total price of \$8,633.74 with a per call price of \$31.51 and call volume 5 year average of 274. In other words, both the number of calls generated from South Weber City and the price per call are increasing.

Summary: DCSO Dispatch Services Agreement is before the Council for consideration of renewal

Budget Amendment: NA

Procurement Officer Review: Contract is within budget

Committee Recommendation: NA

Planning Commission Recommendation: NA

Staff Recommendation: Approval

Attachments:

Resolution 21-34

Interlocal Cooperation Agreement for Dispatch Services

RESOLUTION 21-34

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY FOR DISPATCH SERVICES

WHEREAS, the safety of all citizens is a priority for the Council; and

WHEREAS, South Weber Fire Department requires a dispatch network to provide information regarding emergencies; and

WHEREAS, Davis County has long provided this service for the city and desires to continue in this capacity; and

WHEREAS, the contract is renewed annually and is currently set to expire June 30, 2021;

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

Section 1. Approval: The interlocal agreement for dispatch services with Davis County Sheriff’s Office is hereby approved as attached in Exhibit 1.

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 8th day of June 2021.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1

INTERLOCAL AGREEMENT FOR DISPATCH SERVICES

INTERLOCAL COOPERATION AGREEMENT
(DISPATCH SERVICES)

This agreement is between Davis County, a political subdivision of the state of Utah (the “County”), and South Weber City, a municipal corporation of the state of Utah (the “City”).

Recitals

- A. The parties are authorized to enter into in this agreement pursuant to the Utah Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”).
- B. The County provides dispatch services within the limits of Davis County through the 9-1-1 communications center (the “Center”), which is operated by the Davis County Sheriff’s Office (the “DCSO”).
- C. The City desires to benefit from the services of the County, the DCSO, and the Center as specified in this agreement.
- D. The County desires to permit the City to benefit from the services of the County, the DCSO, and the Center as specified in this agreement.

The parties therefore agree as follows:

1. Services.

- A. The County, through the DCSO and the Center, shall provide dispatch services and emergency dispatch services to the City for police, fire, and EMS services twenty-four hours per day, seven days per week, and three hundred and sixty-five days per year. These services shall include dispatching appropriate response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing accurate incident reports. These services will be dispatched over the radio, 2-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system.
- B. The County, through the DCSO and the Center, will utilize the UCA 800 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- C. The County, through the DCSO, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incident.
- D. The County, through the DCSO, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- E. The County, through the DCSO and the Davis County Human Resources Department, shall have and maintain the sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Center. If the City has any personnel concerns regarding the Center, the City shall address such personnel concerns through the following chain of command: (a) the Center shift supervisor; (b) the assistant Center manager; (c) the Center manager; (d) the Chief Deputy assigned to assist the Center; (e) the Sheriff; (f) the County Human Resources Director; and finally (g) the County Commission.

2. Equipment.

- A. All equipment located within the Center on or before June 30, 2017 is owned and will continue to be owned by the County (the “County Equipment”). As the owner of the County Equipment, the County shall derive all profits (e.g., revenues from sale, replacement, or otherwise) and all losses (e.g., expenses due to maintenance, replacement, or otherwise) regarding the County Equipment.
- B. On or after July 1, 2017, all equipment utilized for police, fire, and EMS dispatching is subject to the following:

- 1) Prior to equipment being connected to the County’s dispatching system for use, the entity or entities responsible for such equipment shall provide all requested records relating to the equipment to and obtain written approval from the Davis County Information Systems Director, Utah Communications Authority, the radio vendor (e.g., Motorola), and the County representative responsible for the County’s radios;
- 2) Upon approval as required in Section 2.2.1, it shall be the sole obligation and responsibility of the entity or entities responsible for the dispatching equipment to adequately and reasonably maintain such equipment, which may require being a party to a valid County maintenance agreement that covers the maintenance of such equipment;
- 3) Unless access to the dispatching equipment is necessary due to a bona-fide emergency (e.g. the dispatching equipment fails in a manner that precludes necessary dispatching services from being performed), the entity or entities responsible for the dispatching equipment and/or their employees, agents, contractors, or otherwise shall arrange access to the dispatching equipment with the County, through the DCSO and the Center, at least twenty-four hours in advance of the time they desire to gain access to the dispatching equipment. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to the County, through the DCSO and the Center, and, upon receiving such notice, the County, through the DCSO and the Center, will permit access to the dispatching equipment; and
- 4) Notwithstanding anything herein to the contrary, the County has no obligation to maintain and shall not be responsible or held responsible for maintenance, replacement, or any other expenses arising from, in connection with, or relating in any way to such dispatching equipment.

This section shall survive the termination of this agreement.

3. **Compensation.** For the 2022 fiscal year (July 1, 2021 through June 30, 2022), the City shall pay the County as follows for the services provided by the County to the City under this agreement:

A. The City fire fees are calculated by the number of calls for each city/agency utilizing a five-year average (See Table Below):

SOUTH WEBER CITY FIRE

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Total</u>	<u>5 Year Average</u>	<u>Price Per Call</u>	<u>Total (July 2021 – June 2022)</u>
262	303	289	297	373	1,524	304	\$32.45	\$9,864.80

B. The City police fees are charged per officer (See Table Below):

CITY POLICE

<u>Officers</u>	<u>Price Per Officer</u>	<u>Total (July 2021-June 2022)</u>

The City shall pay to the County the obligations set forth in Subsections 3.A and 3.B of this agreement in equal monthly payments within thirty calendar days of receipt of a monthly invoice from the County.

- 4. Effective Date of this Agreement. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the “Effective Date”).
- 5. Term of Agreement. The term of this agreement shall begin as of July 1, 2021 and shall, subject to the termination and other provisions set forth herein, terminate at the conclusion of June 30, 2022 (the “Term”). The parties may, by written amendment to this agreement, extend the Term of this agreement; however, this agreement may not extend more than fifty years from the commencement of the Term.
- 6. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
 - A. The mutual written agreement of the parties;
 - B. By either party:
 - 1) After any material breach of this agreement; and
 - 2) Thirty calendar days after the nonbreaching party sends a written demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 3) After the written notice to terminate this agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this agreement;
 - C. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this agreement to the non-terminating party pursuant to the notice provisions of this agreement; or
 - D. As otherwise set forth in this agreement or as permitted by law, ordinance, regulation, rule or similar authority.

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

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

<u>To the City:</u> South Weber City Attn: Dave Larson, City Manager 1600 East South Weber Drive South Weber, Utah 84405	<u>To the County:</u> Davis County Attn: DCSO Administrative Chief Deputy P.O. Box 618 Farmington, UT 84025
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- 8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Governmental Immunity Act of Utah, which is codified at Sections 63G-7-101 through 63G-7-904, Utah Code Annotated. Nothing herein is intended to waive or modify any rights, defenses or provisions of the parties provided in the Governmental Immunity Act of Utah. Officials, employees, and/or volunteers who

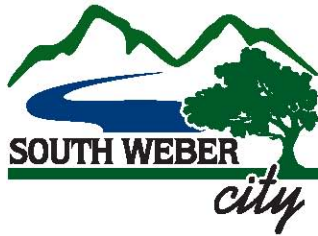
perform services arising from, in connection with, or relating to this agreement shall be deemed officials, employees, and/or volunteers of the party directing their services for purposes of this agreement and the Utah Governmental Immunity Act, even if the services are performed outside of the territorial limits of such party. Each party shall be responsible for and shall defend the actions and/or omissions of its own officials, employees, and/or volunteers, which arise from, are in connection with, or relate relating to this agreement, whether negligent or otherwise. The section shall survive the termination of this agreement

9. No Separate Legal Entity. No separate legal entity is created by this agreement.
10. Review; Approval; and Filing. This agreement shall be submitted to an authorized attorney for each party for review in accordance with Section 11-13-202.5 of the Act. This agreement shall be approved by the executive or the executive body or each party in accordance with Section 11-13-202.5 of the Act. A fully executed version of this agreement shall be filed with the keeper of records for each party in accordance with Section 11-13-209 of the Act.
11. Benefits. The parties acknowledge, understand, and agree that each of their respective officials, employees, and volunteers are not in any manner or degree officials, employees, or volunteers of the other party and shall have no right to and shall not be provided with any benefits from the other party. The County's officials, employees, and/or volunteers, while providing or performing services under or in connection with this agreement, shall be deemed officials, employees, and/or volunteers of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. The City's officials, employees, and/or volunteers, while providing or performing services under or in connection with this agreement, shall be deemed officials, employees, and/or volunteers of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
12. Waiver. The rights of and available to each of the parties under this agreement may only be waived or released by an instrument in writing that is signed by the party whose rights will be diminished or adversely affected by such waiver or release.
13. Entire Agreement, Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. An amendment to this agreement is only effective if it is in writing and signed by both parties.
14. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, pandemics, epidemic, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under this agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed party.
15. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges in this agreement may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties. Any purported transfer in violation of this section will be void.

- 16. Choice of Law. Utah law governs any action, suit, claim, investigation, or proceeding, whether in a judicial, administrative, or alternative dispute resolution forum, brought by one party against the other party arising out of, in connection with, or relating to this agreement.
- 17. Severability. The parties acknowledge that if a dispute between the parties arise out of, in connection with, or relating to this agreement or the subject matter of this agreement, then the parties desire the decision maker to interpret this agreement as follows:
 - A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 18. Counterparts. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

Each party is signing this agreement on the dates set forth below.

<p>SOUTH WEBER CITY</p> <hr/> <p>City Manager David Larson</p> <p>Dated: _____</p> <p>ATTEST:</p> <hr/> <p>Recorder Lisa Smith</p> <p>Dated: _____</p> <p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <hr/> <p>Attorney Jayme Blakesley</p> <p>Dated: _____</p>	<p>DAVIS COUNTY</p> <hr/> <p>Chair, Board of County Commissioners</p> <p>Dated: _____</p> <p>ATTEST:</p> <hr/> <p>Clerk/Auditor</p> <p>Dated: _____</p> <p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <hr/> <p>Attorney's Office</p> <p>Dated: _____</p>
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Agenda Item Introduction

Council Meeting Date: June 8, 2021

Name: Mark McRae, Finance Director

Agenda Item: Consolidated Fee Schedule

Background:

The Consolidated Fee Schedule was last adopted on June 16, 2020. The Tentative Budget for 2021-22 includes a change to the Sewer Utility Fee and the Sanitation Fee. This version of the Consolidated Fee Schedule includes those changes. Additional grammar and clarification changes have also been made by staff. The Consolidated Fee Schedule is before the city council tonight to discuss those changes. The schedule is on the June 22, 2021 agenda for adoption.

Summary: Review of draft Consolidated Fee Schedule for 2021-22

Budget Amendment: NA

Procurement Officer Review: Budgeted amount \$ Bid amount \$

Committee Recommendation:

Planning Commission Recommendation:

Staff Recommendation: Approve

Attachments:

Summary of Changes

Redline version of Consolidated Fee Schedule

Draft Consolidated Fee Schedule

Consolidated Fee Schedule - Summary of Changes

<u>Page</u>	<u>Section</u>	<u>Description of Change</u>
1-2	Contents	Reindexed
3	11	Applies to all special meetings, not just Planning Commission
4	Ch. 2	Titles changed to match County titles
4	Ch. 3	"Planning" added to include contract planner fees when appropriate
4	Ch. 4	"LAND USE" added for clarification
5	Ch. 5.4	Formatting changes for clarification
6	Ch. 6	Clarification on version of ICC used for valuation. We have been using a version that is almost 10 years old. City will update to latest version every 2-3 years from now on.
6	Ch. 6.1.D	Section Removed. Duplicate of information found under impact fees. Ch. 7.9
7, 8 & 9	Ch.6	Grammatical changes for clarification and consistency.
13	Ch. 7.8	* moved for clarification showing admin fee applies to all years.
14	Ch. 8.4	"Planning" added to include contract planner fees when appropriate
14	Ch. 9.1	Grammatical changes for clarification and consistency.
16	Ch.9.5	"Planning" added to include contract planner fees when appropriate
17	Ch.12	Grammatical changes for clarification and consistency.
17	Ch.13.c	Changed to match recently updated Personnel Policy
18	Ch.13.2	Formatting changes for consistency and clarification
19	Ch.13.6	Formatting changes for clarification
20	Ch.15.2	Formatting changes for clarification on Non-resident fee.
21	Ch.16.2	Footnote 1 indicator added to Multi-family for clarification
22	Ch.17	Central Weber Sewer District Fees increased by 2% per Tentative Budget
23	Ch.18	Storm Drain fees increased 25% per tentative budget anticipated increase
23	Ch.19	Reflects Robinson Waste increase of \$0.12 per 1st can and \$0.04 per second can
24	Ch. 21.1	Reflects three utility fee changes
25	Ch.22	Returned check fee increased from \$20 to \$25.

CONSOLIDATED FEE SCHEDULE (rev 06-2216-2021020)
of South Weber City

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CHAPTER 1: ADMINISTRATIVE CHARGES

1. Budget *	\$45 for bound copy; available for free in electronic format on City's website
2. Copies	\$0.25 per (8 ½" x 11") copy (black & white) \$0.75 per (11" x 17") copy (black & white) \$1.75 per (8 ½" x 11") copy (color) \$2.25 per (11" x 17") copy (color)
3. Fax Machine	\$5.00 up to five pages \$0.50 each additional page
4. Maps *	\$0.25 (8 ½" x 11") black & white \$0.75 (11" x 17") black & white \$2.25 (11" x 17") color
5. General Plan *	Available for free in electronic format on City's website
6. City Code Book *	Available for free in electronic format on City's website
7. Audio Recordings	\$5 per CD
8. General Research	\$15 per hour minimum for records research, payable in advance, plus \$.25 per each page copied, plus the cost of envelope and postage
9. Property Plat Research for Public Notice Mailing Labels	\$100
10. Public Works Standards *	Available for free in electronic format on the City website
11. Request for Special Planning Commission Mtg.	\$450 <u>decided it could apply to CC also</u>
12. Use of City Chambers	No non-city activities shall be held at City Hall
13. Information or Forms on CD	\$5 per CD
14. Processing/Formatting of any records or requests not listed above	First 15 minutes free, additional time will be billed at \$15 per hour (UCA§ 63G-2-203).
15. Delivery of a record by electronic means such as e-mail or cloud services	Fee is based on time processing/formatting of the record before delivery, as described in #14 above.
16. Franchise Application	\$500 Non-refundable application fee

Commented [MM1]: decided it could apply to CC also

* Available for free in electronic format on City's website; a CD may be provided for \$5 per CD.

CHAPTER 2: PUBLIC SAFETY

- Ambulance Rates and Charges** In accordance with Utah Administrative Code, Rule R426-8. Emergency Medical Services Ground Ambulance Rates and Charges.
- Dog and Cat Licensing Fees** Animal [Control-Care](#) Fees are set by Davis County
- Violation Fees** In accordance with Davis County Animal [Control-Care](#) fees.

CHAPTER 3: ANNEXATION

- Application Fee: \$50
- Processing Fee: \$900 (Minimum)

Any additional costs of processing, including reasonably necessary professional fees**, above \$900 will be charged to the applicant. Applicant will furnish Mylar and pay all associated recording costs.

**Professional services may include but are not limited to Engineering, [Planning](#), and Legal services. Prior to granting final approval and/or a building permit all professional service fees incurred to date shall be paid in full. The City will bill the applicant for 100% of the City's actual professional service costs as said fees are incurred.

Applicants shall be responsible for all collection costs incurred including a collection fee of up to 40% pursuant to the provisions of Utah Code Ann 12-1-11.

CHAPTER 4: [LAND USE](#) APPEALS AND VARIANCE APPLICATIONS

- 1. Appeals** \$100 per Appeal (Non-Refundable) plus third-party professional costs. This fee is for appeal of a single issue/action. Appeal of more than one issue/action may not be combined under one appeal fee and will be charged \$100 per issue/action under appeal.
- 2. Variances** \$200 (Non-Refundable) plus 100% of professional services**

CHAPTER 5: BUSINESS LICENSES**

- 1. Home Occupations with patrons/employees** \$50 plus annual Fire Inspection Fee**
- 2. Group Home** \$50 plus annual Fire Inspection Fee*
- 3. Short-Term or Vacation Rental** \$50 plus annual Fire Inspection Fee**

4. Commercial	\$50 plus annual Fire Inspection Fee (plus any other applicable fees)**:
A. Alcoholic Beverage License (Retail)	
Single Event	\$250 per year
Off-Premise	\$350 per year
Full-Service Restaurant; Limited-Service Restaurant; On-Premise Banquet; Beer Only:	\$500 per year
B. Cabarets	
Class A -	\$200 per year
Class B -	\$100 per year
C. Sexually Oriented Businesses	
Businesses Other Than Outcall	\$250 per business
Outcall Service	\$400 per business
Employee Licenses	\$150 per employee
5. Mobile Businesses	
License	\$50
Single Use Permit	\$30
Recurring Operation Use Permit	\$50
Special Event Permit	\$40
6. Construction	\$50 plus annual Fire Inspection Fee**
7. Mining	\$1,377 plus annual Fire Inspection Fee**
8. Solicitors/Peddlers	\$50 per person
9. Vending Machine	\$40 per machine
10. Temporary Business	\$65 per location**
11. Fire Inspection	
A. Home Occupation/Group Home	\$20 per inspection*
B. Light/Medium Commercial	\$40 per site*
C. Large Commercial or Mining/Gravel Pit	\$70 per site*
12. Amendment to Original Application/License	\$10 (Staff approval) \$25 (Planning Commission approval)

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13. Additional Copy of Business License \$5 each

*If a fire inspection is scheduled and not completed due to failure on the applicant's part, a \$20 fee will be assessed in addition to the completed inspection fee.

**If a Conditional Use Permit is required, see Chapter 8.

LATE PAYMENT ON BUSINESS LICENSE:

A 50% penalty shall be assessed to the fee for any business license fees which have not been paid by 1 February. A 100% penalty shall be assessed for any business license fees which have not been paid by 1 March. (SWC Code 3-1-4 E)

FILING FEE REFUNDS: (SWC Code 3-1-3 B)

If applicant decides to withdraw application before a license is issued, one-half of the fee shall be non-refundable.

If business license official denies application, the application shall be returned with one-half of the amount of fees deposited. If applicant appeals to City Council and the Council approves the application, the applicant will resubmit to the City the amount of fee that was refunded by the licensing official.

CHAPTER 6: BUILDING PERMIT FEES

Fees are based upon the current International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, National Electrical Code, and the NFPA Standards.

The building permit valuations shall be based on the tables found in the [current edition of the Building Standards Magazine February 2021 ICC Building Valuation Data](https://www.iccsafe.org/products-and-services/i-codes/code-development-process/building-valuation-data/) <https://www.iccsafe.org/products-and-services/i-codes/code-development-process/building-valuation-data/> -Other fees include:

1. Permit Fees

- A. Building Permit Fee** Based on ICC formula of Gross Area x Square Foot Construction Cost x Permit Fee Multiplier
- B. Plan Check Fee** 30% of Building Fee or \$47 minimum, plus 100% of professional services fees**
- C. State Fee** 1.5% of Building Fee charged on all building permits
- ~~**D. Central Weber Sewer Fee** \$2,464.00 (depending on ERU's); \$123.00 is a handling fee for South Weber. An additional \$75 (CW Res 98-2) SWC RES 04-005 if connecting directly~~

Commented [MM2]: Duplication of Chapter 7 .

~~into Central Weber's line.~~
DE. Elect/Mechrical \$947.47 ~~includes + \$50 refundable completion~~
 bond; pay ~~full amount when~~ _____ ~~in full when~~ _____
 _____ submitted (Includes state fee)

EF. Solar Panel, Wind Turbine, or any other alternative energy source \$3151.50 (includes \$200 refundable completion bond) ~~0~~
 plus plan check fee _____ plus \$47 plan check fee, _____

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FG. Fire Damage \$47 per inspection plus plan check fee

GH. Agricultural Building Computed as a carport or ~~garage~~ garage.

HI. Remodeling \$47351.50 (includes \$200 completion ~~per inspection~~
 plus plan check fee as determined _____
 by the Building Inspector if no footings or
 foundation ~~bond~~) plus \$47 plan check fee

IJ. Finish Basement \$34501.50 (includes \$200 ~~refundable~~ completion
 bond fee) ~~_____~~ plus _____
 plus \$47 plan check fee \$47 plan check fee

JK. Swimming Pool \$34501.50 (additional inspections \$47 each includes \$200
 completion bond) plus \$47 plan ~~_____~~ check _____ fee _____
 check _____ fee _____

~~KL. Wood Stoves~~ _____ \$47 per inspection

LM. Deck (After Home Built) \$351.4750 (includes \$200 completion bond) ~~per~~
 inspection plus \$47 plan _____ _____
 check ~~fee~~ _____ fee _____

MN. Demolition \$594 ~~+includes (\$500 completion~~ _____ ~~performance~~ bond)
 fee;
 minimum two inspections at \$47 each

NO. Roof (structure change only) \$97.47 ~~per inspection~~ includes (\$50 Completion bond)
 plus plan check _____ fee _____

OP. Sign Permit (temp) _____ \$147.50; (includes \$50 completion ~~bond~~ _____ bond),
 which is refundable when sign is taken ~~down~~ _____

PQ. Parking Lots	Site Plan Review by Planning Commission. Cost of two inspections: (1) Completion (2) Compliance to PC requirements
QR. Communication Tower	\$1,000
RS. After Hours Inspection	\$94 per inspection
ST. Penalty Fee	i) \$50, charged after a second or subsequent "failed" inspection on the same item and/or inspection. Fee is payable prior to third or subsequent inspection being performed. ii) \$150, charged for failure to obtain a valid permit before work has commenced.
TU. Owner Transfer Fee	\$25
UV. Amendment to Approved Permit	\$100 for each plan check fee for single family dwellings \$47 for each plan check fee for all other types of permit
VW. Credit Card Service Fee	3%

*A minimum fee of \$947.47 ~~+includes~~ \$50 completion bond will be charged for any building permit; permit: as well as electrical, mechanical, or plumbing permits.

**Professional services may include but are not limited to City Engineer review, or inspection and additional outside engineering including fire protection/sprinkling systems, legal services, structural engineeringengineering, or other services as required by the City. Prior to granting occupancy all professional service fees incurred to date shall be paid in full. The City will bill the applicant for 100% of the City's actual professional service costs as said fees are incurred.

Applicants shall be responsible for all collection costs incurred including a collection fee of up to 40% pursuant to the provisions of Utah Code Ann 12-1-11.

New residential and commercial building permits will also be charged impact fees, see Chapter 7.

2. Completion BondsFees

A. Commercial

Commercial building permits ~~for~~ new construction, ~~or~~ renewals, or additions will be charged based on the valuation of the permit from the presently used International Building Code:

Valuations \$10,000 and above.	\$1,500
Valuations below \$10,000	\$500

B. Residential

All New Home Construction. \$500

C. Remodeling Additions

Valuations \$10,000 and above. \$200

Valuations below \$10,000 \$50

D. Miscellaneous Building Permits

All building permits will be charged a minimum completion bond fee of \$50.

CHAPTER 7: IMPACT FEES

Fees paid on new residential/commercial building permit. Calculations based on the summary of calculated impact fees:

1. Parks and Trails

Single Family Residential \$2,096
 Multi-Family Residential \$1,787 per unit
 Nonresidential No fee

2. Public Safety Fire Station

Single Family Residential \$126 / dwelling, Single Family residence = 1 dwelling
 Multi-Unit Residential \$56 / dwelling, each unit of multi-unit = 1 dwelling
 Commercial \$0.19 / sq. ft. of commercial building

3. Recreational Building

Single Family Residential \$834 / dwelling, Single Family residence = 1 dwelling
 Multi-Unit Residential \$691 / dwelling, Each unit of multi-unit dev = 1 dwelling
 Nonresidential No fee

4. Water

(Fees based on Water Meter Size)

	Ratio	1/1/2020	1/1/2021	1/1/2022
Residential 1"	1	\$ 1,265	\$ 1,294	\$ 1,322
Commercial 1½ "	1.5	\$ 1,897	\$ 1,806	\$ 1,983
Commercial 2"	2	\$ 2,530	\$ 2,588	\$ 2,644
Commercial 3"	6.4	\$ 8,096	\$ 8,281	\$ 8,460
Commercial 4"	10	\$12,650	\$12,940	\$13,220

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5. Sewer

Ratio	Fee	Description
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Residential	1	\$ 2,933	Single Family, Duplexes, Townhomes, Condos
Apartments	0.75	\$ 2,200	per unit, 3+ units per complex
Commercial 1½"	1.5	\$ 4,400	Based on water meter size
Commercial 2"	2	\$ 5,867	Based on water meter size
Commercial 3"	6.4	\$18,776	Based on water meter size
Commercial 4"	10	\$29,338	Based on water meter size

6. Transportation

ITE Code	ITE Land Use	Unit	Trip Rate	Pass-by Reduction	Adjusted Trip Rate	Impact Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	0.85		0.43	\$1,522.53
140	General Manufacturing	1000 Sq. Feet Gross Floor Area	0.73		0.37	\$1,307.58
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	0.26		0.13	\$465.71
152	Warehouse / Distribution Center	1000 Sq. Feet Gross Floor Area	0.12		0.06	\$214.95
210	Single-Family Detached Housing	Dwelling Unit	1.00		0.50	\$1,791.21
220	Multi-Family / Apartment (Greater than 4 units)	Dwelling Unit	0.62		0.31	\$1,110.55
230	Multi-Family / Condo. Townhouse	Dwelling Unit	0.52		0.26	\$931.43
240	Mobile Home / RV Park	Occupied Dwelling Unit	0.59		0.30	\$1,056.81
254	Assisted Living Center	Bed	0.22		0.11	\$394.07
310	Hotel	Room	0.60		0.30	\$1,074.73
444	Movie Theater < 10 Screens	1000 Sq. Feet Gross Floor Area	3.80		1.90	\$6,806.60
445	Movie Theater ≥ 10 Screens	1000 Sq. Feet Gross Floor Area	4.91		2.46	\$8,794.84

ITE Code	ITE Land Use	Unit	Trip Rate	Pass-by Reduction	Adjusted Trip Rate	Impact Fee
492	Health/Fitness Club	1000 Sq. Feet Gross Floor Area	3.53		1.77	\$6,322.97
520	Elementary School	1000 Sq. Feet Gross Floor Area	1.21		0.61	\$2,167.36
522	Middle School / Junior High School	1000 Sq. Feet Gross Floor Area	1.19		0.60	\$2,131.54
530	High School	1000 Sq. Feet Gross Floor Area	0.97		0.49	\$1,737.47
534	Private School (K-8)	Students	0.60		0.30	\$1,074.73
560	Church	1000 Sq. Feet Gross Floor Area	0.55		0.28	\$985.17
565	Day Care Center	1000 Sq. Feet Gross Floor Area	12.34		6.17	\$22,103.53
590	Library	1000 Sq. Feet Gross Floor Area	7.30		3.65	\$13,075.83
610	Hospital	1000 Sq. Feet Gross Floor Area	0.93		0.47	\$1,665.82
710	General Office Building	1000 Sq. Feet Gross Floor Area	1.49		0.75	\$2,668.90
720	Medical-Dental Office Building	1000 Sq. Feet Gross Floor Area	3.57		1.79	\$6,394.62
770	Business Park	1000 Sq. Feet Gross Floor Area	1.26		0.63	\$2,256.92
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	4.49		2.25	\$8,042.53
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	6.94		3.47	\$12,430.99
820	Shopping Center / Strip Mall	1000 Sq. Feet Gross Leasable Area	3.71	34%	1.22	\$4,385.96
826	Specialty Retail Center	1000 Sq. Feet Gross Leasable Area	2.71		1.36	\$4,854.18
841	Automobile Sales	1000 Sq. Feet Gross Floor Area	5.98		2.99	\$10,711.43

ITE Code	ITE Land Use	Unit	Trip Rate	Pass-by Reduction	Adjusted Trip Rate	Impact Fee
848	Tire Store	1000 Sq. Feet Gross Floor Area	4.15	28%	1.49	\$5,352.13
850	Supermarket	1000 Sq. Feet Gross Floor Area	9.48	36%	3.03	\$10,867.63
851	Convenience Market	1000 Sq. Feet Gross Floor Area	52.41	61%	10.22	\$36,612.14
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	24.30	47%	6.44	\$23,068.99
918	Hair Salon	1000 Sq. Feet Gross Floor Area	1.45		0.73	\$2,597.25
932	Restaurant, Sit-Down (High Turnover)	1000 Sq. Feet Gross Floor Area	9.85	44%	2.76	\$9,880.31
933	Fast Food without Drive-Through Window	1000 Sq. Feet Gross Floor Area	26.15	43%	7.45	\$26,698.87
934	Restaurant with Drive Through Window	1000 Sq. Feet Gross Floor Area	32.65	50%	8.16	\$29,241.50
942	Auto Care Center	1000 Sq. Feet Gross Leasable Area	3.11		1.56	\$5,570.66
944	Gasoline/Service Station	Fueling Position	13.87	42%	4.02	\$14,409.56
945	Gasoline/Service Station with Convenience Store	1000 Sq. Feet Gross Leasable Area	97.47	56%	21.44	\$76,819.25
947	Self Service Car Wash	Wash Stall	5.54		2.77	\$9,923.30
948	Automated Car Wash	1000 Sq. Feet Gross Floor Area	14.12		7.06	\$25,291.88

If additional categories are desired, the City can use the ITE Trip Generation Manual, 10th ed., and multiply the total PM peak hour trips by 50 percent, by any reduction for pass-by trips, by the total cost per PM peak hour trip (\$3,582.42).

7. Weber Basin Water

	Ratio	Fee
Residential 1"	1	\$ 4,363

Commercial 1½ "	1.5	\$ 6,544
Commercial 2"	2	\$ 8,726
Commercial 3"	6.4	\$27,923
Commercial 4"	10	\$43,630

8. Central Weber Sewer*

7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
\$ 2,515	\$ 2,587	\$ 2,649	\$ 2,706	\$ 2,762 *

*This includes a -5% administrative fee.
 There is an additional \$75.00 fee if connecting directly to the Central Weber Sewer Line.

Commented [LS3]: Is the admin fee only in 2023?

* The City collects sewer service charges on behalf of Central Weber Sewer District. Any increase in Central Weber Sewer District’s impact fee will be passed on to the consumer, with such increase to go into effect at the time Central Weber Sewer makes the increase effective.

9. Storm Sewer

Residential	\$665 / dwelling, Single Family residence = 1 dwelling
Multi-unit Residential	\$665 x (impervious area [ft²]) / (3,365 ft²)
Nonresidential	\$665 x (impervious area [ft²]) / (3,365 ft²)

CHAPTER 8: CONDITIONAL USE PERMITS

1. Non-Residential Zones

- A. Concept Plan Review** (not required) \$200 (includes 1.5 hours of professional services)
- B. Sketch Plan** \$400 for the first meeting and \$300 for each subsequent meeting plus 100% of professional services**
- C. Preliminary** \$600 plus 100% of professional services**
- D. Final** \$700 plus 100% of professional services**
- E. Escrow Contingency** 15% of estimated approved total cost of required improvements, plus 100% of professional services
- F. Escrow Guarantee** 10% of estimated approved total cost of required improvements, plus 100 % of professional services

2. Residential Zones

\$200 plus 100% of professional services** (includes one site plan meeting where applicable) Additional site plans see (4) below.

3. Amendment ½ of what original fee would be if it were a new application plus 100% of professional services** (includes one site plan meeting). Additional site plans see (4) below.

4. Site Plan Meeting \$200 per meeting plus 100% of professional services**

**Professional services may include but are not limited to Engineering, Inspections, [Planning](#), GPS surveying and mapping, recording fees, and Legal services. Prior to granting preliminary approval, final approval and/or a building permit all professional service fees incurred to date shall be paid in full. The City will bill the applicant for 100% of the City's actual professional service costs as said fees are incurred.

Applicants shall be responsible for all collection costs incurred including a collection fee of up to 40% pursuant to the provisions of Utah Code Ann 12-1-11.

CHAPTER 9: PLANNING & DEVELOPMENT FEES

1. Subdivisions: (Private & Public)

A. Minor Subdivision (1-10 Lots)

Concept Plan Review (not required)	\$200 (includes engineering and other professional services)
Sketch Plan Review	\$400 for first meeting and \$300 for each subsequent meeting plus 100% of professional services**
*Preliminary	\$600 plus 100% of professional services**
*Final	\$700 plus 100% of professional services**

Commented [LS4]: Should this have a limit like CUP to 1.5 hours?

*If preliminary and final are combined on a "Minor" subdivision and approved in the same meeting, the "final" fee will be charged; otherwise, both preliminary and final fees apply.

Amendments to Preliminary or Final prior to recording of original submission	1/2 of original fee, plus 100% of professional services**
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B. Major Subdivision (11 plus or more lots)

Concept Plan Review (not required)	\$400, includes engineering and other professional services
Sketch Plan Review	\$700 for first meeting and \$350 for each subsequent meeting, plus 100% of

	professional services**
Preliminary	\$900, plus 100% of professional services**
Final	\$1100, plus 100% of professional services**
Amendments to Preliminary or Final	1/2 of original fee (prior to recording of original submission), plus 100% of professional services**

In addition, every developer/builder for either minor or major subdivisions will pay the actual cost for all recording fees including any escrow & developer agreements or any other security agreements and any additional submittals requested by the City.

*Fees:	Sidewalk	\$30/ft. 6' sidewalk; \$20/ft. 4' sidewalk
	Curb & Gutter	\$20/ft. standard curb and gutter

*When approved by the City Council, a 1-2 lot subdivision may pay these fees in lieu of actually constructing the curb and gutter and/or sidewalk. This request can only be made if the subdivision is located in an area that does not have existing curb, gutter and sidewalk immediately adjacent to the property being developed. The City will use these fees to construct the improvements at a later date.

2. Escrow Agreement

A. Administrative Fee (assessed to all Escrow Agreements)	.005 of total escrow*, plus 100% of professional services
B. Escrow Contingency	15% of estimated approved total cost of required improvements, plus 100% of professional services
C. Escrow Guarantee	10% of estimated approved total cost of required improvements, plus 100% of professional services

*The Administrative Fee is calculated based on the total escrow amount but is not part of the escrow. This fee will be collected prior to the recording of the plat.

3. Street Lights, Street Signs, and Chip and Seal	as determined by the City Engineer
4. Vacation of Plat, Street or Easement or any Amendments to a Recorded Subdivision Plat	\$750, plus 100% of professional services**

5. Site Plan \$700, plus 100% of professional services**;
includes one site plan meeting where applicable;
additional site plans are \$200 per meeting

**Professional services may include but are not limited to engineering, [planning](#), inspections, GPS surveying and mapping of improvements, recording fees, and legal services. Prior to granting preliminary approval, final approval, issuing a building permit, and/or granting conditional or final acceptance, all professional service fees incurred to date shall be paid in full. The City will bill the applicant for 100% of the City's actual professional service costs as said fees are incurred.

Applicants shall be responsible for all collection costs incurred including a collection fee of up to 40% pursuant to the provisions of Utah Code Ann 12-1-11.

CHAPTER 10: ZONING/ORDINANCES

- 1. Application for Change in Zoning and/or Ordinances** \$300
- 2. Fee for Amending Zoning Map upon approval of Rezone** \$180
- 3. Zoning Re-submission by same owner of property** \$120 within 6 months

CHAPTER 11: EXCAVATION FEES (SWC Code 7-3-6)

- 1. Base Permit Fee** \$94
(Two Inspections)
- 2. Additional Inspection Fee** \$47 each
- 3. Potholes 100 sq. ft. or less Roads less than 2 Years Old** \$112 each
 $(NPC * 100 \text{ s.f.} * L2F) / SSFF = (\$2.80 * 100 \text{ s.f.} * 0.4) / 0.045 = \112
- 4. Potholes 100 sq. ft. or less Roads more than 2 Years Old** \$70 each
 $(NPC * 100 \text{ s.f.} * M2F) / SSFF = (\$2.80 * 100 \text{ s.f.} * 0.25) / 0.045 = \70
- 5. Diminished Road Integrity Fee Roads less than 2 Years Old** Total Square Feet X \$1.12
 $NPC * L2F * TSF = \$2.80 * 0.4 * TSF = \$1.12 * TSF$
- 6. Diminished Road Integrity Fee Roads Older than 2 Years** Total Square Feet X \$0.70
 $NPC * M2F * TSF = \$2.80 * 0.25 * TSF = \$0.70 * TSF$
- 7. Escrow/Financial Guarantee** Total Square Feet X \$2.80 (*NPC)

NPC = New Pavement Cost = \$2.80/s.f.
SSFF = Small Square Footage Compensation Factor, less than 2' X 2' = 0.045

TSF = Total Square Footage of excavation site restoration
 L2F = Roads less than 2 years old factor = 40% = 0.4
 M2F = Roads more than 2 years old factor = 25% = 0.25

* City Engineer Approved - New Pavement Cost (3" asphalt, 8" road base) = NPC = \$2.80/s.f.

CHAPTER 12: COURT FEES FOR CITY ORDINANCE VIOLATIONS

Class B Misdemeanors	\$150 <u>bail*, plus state surcharge fine including state surcharges*</u>
Class C Misdemeanors	\$80 <u>bail*, plus state surcharge fine including state surcharges*</u>
Infractions	\$25 <u>bail*, plus state surcharge fine including state surcharges*</u>
Credit Card Convenience Fee	\$3.00

*Subject to change based on state bail-fine schedule

CHAPTER 13: FAMILY ACTIVITY CENTER - 1181 E. Lester Drive

1. Membership Fees*

A. Residents

Individual Pass)	\$2 day	\$20 month	\$100 – 6 Months	\$180 – Year
Family Pass	\$3 day	\$30 month	\$150 – 6 Months	\$270 – Year

("Family" defined as occupants of the same household)

B. Non-Residents

Individual Pass	\$3 day	\$25 month	\$125 – 6 Months	\$200 – Year
Family Pass	\$5 day	\$40 month	\$175 – 6 Months	\$300 – Year

("Family" defined as occupants of the same household)

C. Discounted Membership Fees

Senior Citizens (Age 65 & up)	50% discount on all membership fees.
SW Firefighters** (In Good Standing)	Free, <u>monthly-yearly</u> individual pass as long as firefighter remains in good standing.
SW Employees** (full/part-time)	Free, <u>monthly-yearly</u> individual pass <u>as long as</u> _____ <u>employee is full-time or</u> <u>part-time-Free, yearly family pass (full-time)</u>
Elected Officials**	Free, <u>monthly-yearly individual-family</u> pass while in office.

~~**Part-time Employees, and firefighters and elected officials~~ may purchase family passes by paying the difference between the individual and family pass fee.

D. Corporate Membership Fees (Annual Only)

Corporate Membership (Company within SW City) (List of members must be submitted)	\$800 Annual up to 10 members
Corporate Membership (Company outside SW City) (List of members must be submitted)	\$1,000 Annual up to 10 members

2. Rental Fees for Family Activity Center - Reservations made with Rec. Department

i.A. Multi-Purpose Room

- b.a. Residents \$30 for first hour and \$10 for each additional hour;
a. one hour minimum and four hours maximum rental
- e.b. Nonresidents \$40 for first hour and \$10 for each additional hour
a. one hour minimum and four hours maximum rental

B. Aerobics Room

- a. Residents \$20 for first hour & \$10 for each additional hour
- b. Nonresidents \$30 for first hour & \$10 for each additional hour

C. Gymnasium (Half-court only)

- a. Residents \$20 per hour - during hours of operation
- b. Nonresidents \$35 per hour – during hours of operation

D. Exempt City Sponsored Activities

E. Discounts Discounts apply to long term continuous rentals

After 1-year rental period in good standing, _____ 20% on following 1-year rental
 After 2-year continuous rental period in good standing, _____ 30% on following 1-year rental
 After 3-year continuous rental period in good standing, _____ 40% on following 1-year rental

40% is the maximum discount for any continuous rental period.

No rentals shall be made for more than a one-month time period. All rentals are subject to availability as determined by the Recreation Department. The City reserves the right to refuse rental of the FAC facilities to any person or entity for any reason with or without cause.

CHAPTER 14: PARK FEES

Park Bowery and Other Reservable Area Fees

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	<u>Resident</u>	<u>Non-Resident</u>
1. Cherry Farms Park Bowery*		
Mon-Thurs	\$15	\$30
Weekend	\$30	\$50
2. Central Park-Fire Station*		
Mon-Thurs	\$15	\$30
Weekend	\$30	\$50
3. Canyon Meadows*		
Mon-Thurs	\$15	\$30
Weekend	\$30	\$50
4. Posse Picnic Area		
Mon-Thurs	\$12.50	\$25
Weekend	\$25	\$40
5. Posse Arena	<i>Non-Reservable</i>	
6. Volleyball Courts* (10-hour time limit)	_____	_____ \$35 (10-hour time limit)
	<u>\$35</u>	
7. Ball Diamond* (Canyon Meadows Park & Cherry Farms Park)	_____ \$35	_____ <u>\$35</u>
8. Stage*	_____ \$50	_____ <u>\$50</u>

9. Canyon Meadows Concession Stand

A. Rental: \$25 rental plus \$200 refundable deposit

B. Deposit Policy: A security deposit is required for all rentals. A \$50 payment is due at the time the reservation is made and the balance paid at the time the key is picked up. Deposits made via check will be cashed. The security deposit will not be refunded if the key is lost, if the facility is found to be in disrepair upon inspection, or any rules mandated by the Health Department are broken. -If the key is lost a refund may be given less the cost incurred to rekey and purchase new keys for the facility.- If the facility or any items therein is found to be damaged or in disrepair, a refund of the difference may be given if the cost of repair is less than the deposit. -No refund will be given in the event the Health Department mandates are not followed.

C. Refunds: The Fee and security deposit may be refunded in full if the reservation is canceled three (3) weeks prior to use. -A refund of 50% of the fee and 100% of the security deposit may be made if the reservation is canceled less than 3 weeks, but more than 48 hours prior to scheduled use.

Special rules apply which are listed on Rental Agreement.

South Weber City reserves the right to refuse rental to any person or entity for any reason with or without cause.

*Reservations must be made and paid for at the Family Activity Center.

Fees are not refundable due to weather. No refunds for cancellations unless canceled two weeks in advance.

CHAPTER 15: RECREATION FEES

1. **Refunds:**
- a) Prior to issuance of uniform/equipment: Refund less \$5 administrative fee
 - b) After issuance of uniform/equipment: 50% refund
 - c) No refund over 30 days after close of registration nor if registrant has participated in activity.

2. **Activity Fees:** [Non-residents charged an additional \\$5 fee](#)

A. Basketball Jr. Jazz	\$44 Registration \$5 Additional Fee—Non-Resident
B. Soccer	Pre-K and up \$30 without Shirt; \$40 with Shirt \$5 Additional Fee—Non-Resident
C. Softball	\$44 Registration \$5 Additional Fee—Non-Resident
D. Baseball	\$44 Registration \$5 Additional Fee—Non-Resident
E. Tee-Ball	\$33 Registration \$5 Additional Fee—Non-Resident
F. Coach Pitch	\$33 Registration \$5 Additional Fee—Non-Resident
G. Machine Pitch	\$44 Registration \$5 Additional Fee—Non-Resident
H. Volleyball	\$35 Registration \$5 Additional Fee—Non-Resident
I. Flag Football	\$40 Registration \$5 Additional Fee—Non-Resident
J. Miscellaneous Events	As determined by the Recreation Director

3. **Late Registration Fee:** \$10 for each registration after the signup deadline.

CHAPTER 16: WATER FEES

1. Connection Fee

\$265 (.75") Standard Meter
For New Construction
 (Connection Fee includes cost of standard meter, delivery, inspection & administrative charges)
 Larger Meter (>1.00") - \$25 plus cost of meter

2. Rate

A. Per Month

Gallon Allotment	Residential Using Secondary Water for Outdoor Needs	Residential w/Secondary Water Available	Residential w/o Secondary Water Available	Multi-Family Residential ¹	Non-Residential
Base Rate					
0	\$38.43	\$38.43	\$38.43	\$29.20	\$38.43
Usage Charges per 1,000 gallons					
1-2,000	2.00	2.00	2.00	2.00	2.00
2,001-4,000	2.20	2.20	2.20	2.20	2.20
4,001-6,000	2.50	2.50	2.50	2.50	2.50
6,001-8,000	3.00	3.00	3.00	3.00	3.00
8,001-10,000	3.50	3.50	3.50	3.50	3.50
10,001+	4.00			4.00	
10,001-15,000		6.00	3.00		
15,001-30,000		6.00	2.3		
30,001+		6.60	3.00		
10,001-30,000					3.75
30,001-60,000					4.00
60,001+					4.25

¹ \$29.20 determined by applying 17% census discount (percentage difference between number of persons per household of single ~~verses-versus~~ multi-family units) and 7% administrative savings discount to rates for single family dwellings. Same discounts apply to sewer utility rates as well.

Commented [LS5]: What's this referencing?

Definitions

Residential Using Secondary Water for Outdoor Needs shall mean property owners who have *access to a pressurized irrigation system and who choose to use pressurized irrigation system to water their property.

Residential w/Secondary Water Available shall mean property owners who have access to a pressurized irrigation system, but who choose to use culinary water to water their property.

Residential w/o Secondary Water Available shall mean property owners who do not have *access to a pressurized irrigation system and who choose to use culinary water to water their property.

Multi-Family Residential shall mean any structure with two (2) or more separate single-family dwellings within one structure.

Commercial shall mean any property whose primary use is commercial in nature and shall include both conforming as well as legal non-conforming uses.

*Access to Pressurized Irrigation shall mean a distance of ninety (90) feet or less exists between any property boundary (within a secondary service district) to a pressurized secondary irrigation system.

B. Sign-Up Fee \$25.00

C. Re-establishment Fee \$75.00

Reestablish service after it has been shutoff at owner's request.

- D. After Hours Service Fee** \$50.00
- E. Late Fee if not paid by the 18th of the month** \$15.00
 In the event the 18th falls on a Saturday, Sunday, or holiday, the late fee will be added if the bill is not paid by close of business on the next day of business.
- F. Shut-Off Fee for Non-Payment** \$50.00 per occurrence
 After Posted Business Office Hours including weekends and holidays. Meters will not be turned back on until business hours (SWC Code 8-1-4 B).

Once a Shut-off Fee has been assessed, the fee shall be due and payable even if the water is not actually turned off.

- G. Tamper Fee** \$200.00
 Turning on/tampering with a water meter or using an illegal connection at any time is a class B misdemeanor (SWC Code 8-1-6 & 8-1-7)
- H. Fire Hydrant Meter** \$25.00 Rental Fee + \$500.00 deposit; deposit refunded upon return of meter in working condition

CHAPTER 17: SEWER FEES

1. Sanitary Sewer Fees (Waste Water/Wastewater)

A. Monthly User Fees:	City	CWSD**
i) Residential	\$14.33	\$19.39 19.78
ii) Commercial (Minimum)***	\$28.66	\$38.02 38.78
iii) Church	\$29.56	\$40.52 41.33
iv) School	\$113.90	\$159.66 162.85
v) Job Corps	\$770.49	\$1,087.26 1,109.01
vi) Non-City Residential	\$20.50	\$27.73 28.28
vii) *Multi-Family Residential	\$10.89 per unit	\$14.45 14.74

* Multi-Family Residential shall mean any structure with two or more separate single-family dwellings within one structure. Fee is per unit.

** Central Weber Sewer District assesses their own fees that are then passed on to the consumer.

***Commercial use is based on a water usage with a 2 ERU minimum (up to 25,000 gal.); water usage over 25,000 gal. will be billed at \$1.15/1000 gallons (City) and \$1.52/1000 gal. (CWSD)

- B. Basement Apartments** Considered Multi-Family Residential
- C. Duplexes/Twin Homes** Considered Multi-Family Residential
- D. Sewer Inspection Fee** \$47

CHAPTER 18: STORM DRAIN

Monthly Utility Fee	\$7-8.75 single family dwelling \$5-566.95 Multi-family Non-residential/commercial based on ERUs
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CHAPTER 19: GARBAGE COLLECTION FEES (Monthly):

- 1. Residential Container** ~~\$14-55~~14.67
 Extra Container \$ ~~8-70~~8.74 (Four-month minimum)
- 2. Commercial Container** ~~\$58-20~~58.68 (300-gallon container)
 Extra Container \$ ~~34-80~~34.96
- 3. County or Non-Resident** ~~\$46-55~~16.67 (90-gallon container)
 Extra Container \$ ~~40-70~~10.74 (Four-month minimum)
- 4. Residential Container** \$65.00 (Replacement charge for each
 damaged, destroyed, or lost can).

Commented [LS6]: 12 cents added to 1st can and 14 to 2nd.

Commented [MM7R6]: 4 cents to second can

*A business or resident may have two 90-gallon containers at the residential rate. Upon request of a third container, the commercial rate will then be charged in that the first two 90-gallon containers will be billed as one commercial 300-gallon container and the additional containers will be charged at the commercial extra container rate. All home occupations are considered residential - not residential and business.

5. Putting Utilities on Hold

The City agrees to not charge the above monthly utility fees for Water & Garbage Collection only under the following conditions:

- a. The resident must be out of town for a minimum of two full months, and
- b. Resident must notify South Weber City prior to the first day of the first month for which they desire the services be placed on hold, and
- c. Resident understands that these services will only be held in one-month increments and that the city will not prorate nor split monthly fees. For example, if resident leaves mid-

month the resident will be required to pay the full monthly water and garbage fees for that month. Likewise, if the resident returns mid-month the resident will be required to pay the full monthly service fees for water and garbage for the month in which they returned.

Residents that do not meet the above established conditions who desire to have their water and garbage services be held will be charged a \$20 reconnect fee.

CHAPTER 20: TRANSPORTATION UTILITY FEES (Monthly)

- 1. Residential \$15.00
- 2. Residential – Multi Unit \$15.00 per ERU
- 3. Non-Residential \$15.00 per ERU

CHAPTER 21: UTILITY BILLING

1. Standard Residential (minimum monthly charges)

Water	\$38.43 plus usage as stated in table in CFS Ch. 20.2
Garbage	\$14. 6755 ; extra container \$8. 749
Storm Sewer	\$ 7.008.75
Central Weber Sewer	\$19. 39-78
Sewer	\$14.33
Transportation Utility	\$15.00
TOTAL	\$408.70110.96

2. Putting Utilities on Hold

The City will not charge the monthly utility fees for Water and Garbage only under the following conditions:

- a. The resident must be out of town for a minimum of two full months, and
- b. Resident must notify South Weber City prior to the first day of the first month for which they desire the services be placed on hold, and
- c. Resident understands that these services will only be held in one-month increments and that the city will not prorate nor split monthly fees. For example, if resident leaves midmonth the resident will be required to pay the full monthly water and garbage fees for that month. Likewise, if the resident returns mid-month the resident will be required to pay the full monthly service fees for water and garbage for the month in which they returned.

Residents that do not meet the above established conditions who desire to have their water and garbage services be held will be charged a \$20 reconnect fee.

CHAPTER 22: COLLECTION FEES

Collections and Attorney's Fees: All customers and applicants shall be responsible for all collection costs incurred including a collection fee of up to 40% pursuant to the provisions of Utah Code Ann 12-1-11. Accounts sent to the attorney for collection will be charged according to reasonable

attorney fees as stated in the Code of Judicial Administration Rule 4.505.

Returned Check and Returned Electronic Fund Transfer Fee:

~~\$20-25~~

These fees include/not limited to non-sufficient fund checks or electronic fund transfers (EFTs), stopped payment checks or canceled accounts where funds are not available.

If an individual's utility payment is returned from the bank on two separate occasions within a 12-month period, the City will be compelled to make this individual comply with the following procedures:

1. Discontinue water service until payment has been paid with cash, cashier's check, or money order.
2. Required to pay shut-off fee.
3. Required to pay all fees associated with returned check or EFT.
4. Hereinafter, all utility payments will then need to be paid with cashier's check, money order, or cash. No personal checks or EFTs will be accepted for a one-year period.

CONSOLIDATED FEE SCHEDULE (rev 06-22-2021)
of South Weber City

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CHAPTER 1: ADMINISTRATIVE CHARGES

1. Budget *	\$45 for bound copy; available for free in electronic format on City's website
2. Copies	\$0.25 per (8 ½" x 11") copy (black & white) \$0.75 per (11" x 17") copy (black & white) \$1.75 per (8 ½" x 11") copy (color) \$2.25 per (11" x 17") copy (color)
3. Fax Machine	\$5.00 up to five pages \$0.50 each additional page
4. Maps *	\$0.25 (8 ½" x 11") black & white \$0.75 (11" x 17") black & white \$2.25 (11" x 17") color
5. General Plan *	Available for free in electronic format on City's website
6. City Code Book *	Available for free in electronic format on City's website
7. Audio Recordings	\$5 per CD
8. General Research	\$15 per hour minimum for records research, payable in advance, plus \$.25 per each page copied, plus the cost of envelope and postage
9. Property Plat Research for Public Notice Mailing Labels	\$100
10. Public Works Standards *	Available for free in electronic format on the City website
11. Request for Special Mtg.	\$450
12. Use of City Chambers	No non-city activities shall be held at City Hall
13. Information or Forms on CD	\$5 per CD
14. Processing/Formatting of any records or requests not listed above	First 15 minutes free, additional time will be billed at \$15 per hour (UCA§ 63G-2-203).
15. Delivery of a record by electronic means such as e-mail or cloud services	Fee is based on time processing/formatting of the record before delivery, as described in #14 above.
16. Franchise Application	\$500 Non-refundable application fee

* Available for free in electronic format on City's website; a CD may be provided for \$5 per CD.

CHAPTER 2: PUBLIC SAFETY

Ambulance Rates and Charges	In accordance with Utah Administrative Code, Rule R426-8. Emergency Medical Services Ground Ambulance Rates and Charges.
Dog and Cat Licensing Fees	Animal Care Fees are set by Davis County
Violation Fees	In accordance with Davis County Animal Care fees.

CHAPTER 3: ANNEXATION

Application Fee:	\$50
Processing Fee:	\$900 (Minimum)

Any additional costs of processing, including reasonably necessary professional fees**, above \$900 will be charged to the applicant. Applicant will furnish Mylar and pay all associated recording costs.

**Professional services may include but are not limited to Engineering, Planning, and Legal services. Prior to granting final approval and/or a building permit all professional service fees incurred to date shall be paid in full. The City will bill the applicant for 100% of the City's actual professional service costs as said fees are incurred.

Applicants shall be responsible for all collection costs incurred including a collection fee of up to 40% pursuant to the provisions of Utah Code Ann 12-1-11.

CHAPTER 4: LAND USE APPEALS AND VARIANCE APPLICATIONS

- 1. Appeals** \$100 per Appeal (Non-Refundable) plus third-party professional costs. This fee is for appeal of a single issue/action. Appeal of more than one issue/action may not be combined under one appeal fee and will be charged \$100 per issue/action under appeal.
- 2. Variances** \$200 (Non-Refundable) plus 100% of professional services**

CHAPTER 5: BUSINESS LICENSES**

- 1. Home Occupations with patrons/employees** \$50 plus annual Fire Inspection Fee**
- 2. Group Home** \$50 plus annual Fire Inspection Fee*
- 3. Short-Term or Vacation Rental** \$50 plus annual Fire Inspection Fee**

4. Commercial	\$50 plus annual Fire Inspection Fee (plus any other applicable fees)**
A. Alcoholic Beverage License (Retail)	
Single Event	\$250 per year
Off-Premise	\$350 per year
Full-Service Restaurant; Limited-Service Restaurant; On-Premise Banquet; Beer Only:	\$500 per year
B. Cabarets	
Class A -	\$200 per year
Class B -	\$100 per year
C. Sexually Oriented Businesses	
Businesses Other Than Outcall	\$250 per business
Outcall Service	\$400 per business
Employee Licenses	\$150 per employee
5. Mobile Businesses	
License	\$50
Single Use Permit	\$30
Recurring Operation Use Permit	\$50
Special Event Permit	\$40
6. Construction	\$50 plus annual Fire Inspection Fee**
7. Mining	\$1,377 plus annual Fire Inspection Fee**
8. Solicitors/Peddlers	\$50 per person
9. Vending Machine	\$40 per machine
10. Temporary Business	\$65 per location**
11. Fire Inspection	
A. Home Occupation/Group Home	\$20 per inspection*
B. Light/Medium Commercial	\$40 per site*
C. Large Commercial or Mining/Gravel Pit	\$70 per site*
12. Amendment to Original Application/License	\$10 (Staff approval) \$25 (Planning Commission approval)

13. Additional Copy of Business License \$5 each

*If a fire inspection is scheduled and not completed due to failure on the applicant's part, a \$20 fee will be assessed in addition to the completed inspection fee.

**If a Conditional Use Permit is required, see Chapter 8.

LATE PAYMENT ON BUSINESS LICENSE:

A 50% penalty shall be assessed to the fee for any business license fees which have not been paid by 1 February. A 100% penalty shall be assessed for any business license fees which have not been paid by 1 March. (SWC Code 3-1-4 E)

FILING FEE REFUNDS: (SWC Code 3-1-3 B)

If applicant decides to withdraw application before a license is issued, one-half of the fee shall be non-refundable.

If business license official denies application, the application shall be returned with one-half of the amount of fees deposited. If applicant appeals to City Council and the Council approves the application, the applicant will resubmit to the City the amount of fee that was refunded by the licensing official.

CHAPTER 6: BUILDING PERMIT FEES

Fees are based upon the current International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, National Electrical Code, and the NFPA Standards.

The building permit valuations shall be based on the tables found in the February 2021 ICC Building Valuation Data <https://www.iccsafe.org/products-and-services/i-codes/code-development-process/building-valuation-data/> Other fees include:

1. Permit Fees

- | | |
|-------------------------------|---|
| A. Building Permit Fee | Based on ICC formula of Gross Area x Square Foot Construction Cost x Permit Fee Multiplier |
| B. Plan Check Fee | 30% of Building Fee or \$47 minimum, plus 100% of professional services fees** |
| C. State Fee | 1% of Building Fee charged on all building permits |
| D. Elect/Mech | \$97.47 includes \$50 refundable completion bond; pay in full when submitted (Includes state fee) |

E. Solar Panel, Wind Turbine, or any other alternative energy source	\$351.50 (includes \$200 refundable completion bond) plus \$47 plan check fee.
F. Fire Damage	\$47 per inspection plus plan check fee
G. Agricultural Building	Computed as a carport or garage.
H. Remodeling	\$351.50 (includes \$200 completion bond) plus \$47 plan check fee
I. Finish Basement	\$351.50 (includes \$200 completion bond). . . plus \$47 plan check fee
J. Swimming Pool	\$351.50 (includes \$200 completion bond) plus \$47 plan check fee
K. Wood Stoves	\$47 per inspection
L. Deck (After Home Built)	\$351.50 (includes \$200 completion bond) plus \$47 plan check fee.
M. Demolition	\$594 includes (\$500 completion bond) ; minimum two inspections at \$47 each
N. Roof (structure change only)	\$97.47 includes (\$50 Completion bond) plus plan check fee
O. Sign Permit (temp)	\$147.50; (includes \$50 completion bond). which is refundable when sign is taken down.
P. Parking Lots	Site Plan Review by Planning Commission. Cost of two inspections: (1) Completion (2) Compliance to PC requirements
Q. Communication Tower	\$1,000
R. After Hours Inspection	\$94 per inspection
S. Penalty Fee	i) \$50, charged after a second or subsequent "failed" inspection on the same item and/or inspection. Fee is payable prior to third or subsequent inspection being performed.

ii) \$150, charged for failure to obtain a valid permit before work has commenced.

T. Owner Transfer Fee	\$25
U. Amendment to Approved Permit	\$100 for each plan check fee for single family dwellings \$47 for each plan check fee for all other types of permit
V. Credit Card Service Fee	3%

*A minimum fee of \$97.47 includes \$50 completion bond will be charged for any building permit: as well as electrical, mechanical, or plumbing permits.

**Professional services may include but are not limited to City Engineer review, or inspection and additional outside engineering including fire protection/sprinkling systems, legal services, structural engineering, or other services as required by the City. Prior to granting occupancy all professional service fees incurred to date shall be paid in full. The City will bill the applicant for 100% of the City's actual professional service costs as said fees are incurred.

Applicants shall be responsible for all collection costs incurred including a collection fee of up to 40% pursuant to the provisions of Utah Code Ann 12-1-11.

New residential and commercial building permits will also be charged impact fees, see Chapter 7.

2. Completion Bonds

A. Commercial

Commercial building permits for new construction, renewals, or additions will be charged based on the valuation of the permit from the presently used International Building Code:

Valuations \$10,000 and above.	\$1,500
Valuations below \$10,000	\$500

B. Residential

All New Home Construction.	\$500
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C. Remodeling Additions

Valuations \$10,000 and above.	\$200
Valuations below \$10,000	\$50

D. Miscellaneous Building Permits

All building permits will be charged a minimum completion bond of \$50.

CHAPTER 7: IMPACT FEES

Fees paid on new residential/commercial building permit. Calculations based on the summary of calculated impact fees:

1. Parks and Trails

Single Family Residential	\$2,096
Multi-Family Residential	\$1,787 per unit
Nonresidential	No fee

2. Public Safety Fire Station

Single Family Residential	\$126 / dwelling, Single Family residence = 1 dwelling
Multi-Unit Residential	\$56 / dwelling, each unit of multi-unit = 1 dwelling
Commercial	\$0.19 / sq. ft. of commercial building

3. Recreational Building

Single Family Residential	\$834 / dwelling, Single Family residence = 1 dwelling
Multi-Unit Residential	\$691 / dwelling, Each unit of multi-unit dev = 1 dwelling
Nonresidential	No fee

4. Water

(Fees based on Water Meter Size)

	Ratio	1/1/2020	1/1/2021	1/1/2022
Residential 1"	1	\$ 1,265	\$ 1,294	\$ 1,322
Commercial 1½ "	1.5	\$ 1,897	\$ 1,806	\$ 1,983
Commercial 2"	2	\$ 2,530	\$ 2,588	\$ 2,644
Commercial 3"	6.4	\$ 8,096	\$ 8,281	\$ 8,460
Commercial 4"	10	\$12,650	\$12,940	\$13,220

5. Sewer

	Ratio	Fee	Description
Residential	1	\$ 2,933	Single Family, Duplexes, Townhomes, Condos
Apartments	0.75	\$ 2,200	per unit, 3+ units per complex
Commercial 1½ "	1.5	\$ 4,400	Based on water meter size
Commercial 2"	2	\$ 5,867	Based on water meter size
Commercial 3"	6.4	\$18,776	Based on water meter size
Commercial 4"	10	\$29,338	Based on water meter size

6. Transportation

ITE Code	ITE Land Use	Unit	Trip Rate	Pass-by Reduction	Adjusted Trip Rate	Impact Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	0.85		0.43	\$1,522.53
140	General Manufacturing	1000 Sq. Feet Gross Floor Area	0.73		0.37	\$1,307.58
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	0.26		0.13	\$465.71
152	Warehouse / Distribution Center	1000 Sq. Feet Gross Floor Area	0.12		0.06	\$214.95
210	Single-Family Detached Housing	Dwelling Unit	1.00		0.50	\$1,791.21
220	Multi-Family / Apartment (Greater than 4 units)	Dwelling Unit	0.62		0.31	\$1,110.55
230	Multi-Family / Condo. Townhouse	Dwelling Unit	0.52		0.26	\$931.43
240	Mobile Home / RV Park	Occupied Dwelling Unit	0.59		0.30	\$1,056.81
254	Assisted Living Center	Bed	0.22		0.11	\$394.07
310	Hotel	Room	0.60		0.30	\$1,074.73
444	Movie Theater < 10 Screens	1000 Sq. Feet Gross Floor Area	3.80		1.90	\$6,806.60
445	Movie Theater ≥ 10 Screens	1000 Sq. Feet Gross Floor Area	4.91		2.46	\$8,794.84
492	Health/Fitness Club	1000 Sq. Feet Gross Floor Area	3.53		1.77	\$6,322.97
520	Elementary School	1000 Sq. Feet Gross Floor Area	1.21		0.61	\$2,167.36
522	Middle School / Junior High School	1000 Sq. Feet Gross Floor Area	1.19		0.60	\$2,131.54
530	High School	1000 Sq. Feet Gross Floor Area	0.97		0.49	\$1,737.47
534	Private School (K-8)	Students	0.60		0.30	\$1,074.73
560	Church	1000 Sq. Feet Gross Floor Area	0.55		0.28	\$985.17

ITE Code	ITE Land Use	Unit	Trip Rate	Pass-by Reduction	Adjusted Trip Rate	Impact Fee
565	Day Care Center	1000 Sq. Feet Gross Floor Area	12.34		6.17	\$22,103.53
590	Library	1000 Sq. Feet Gross Floor Area	7.30		3.65	\$13,075.83
610	Hospital	1000 Sq. Feet Gross Floor Area	0.93		0.47	\$1,665.82
710	General Office Building	1000 Sq. Feet Gross Floor Area	1.49		0.75	\$2,668.90
720	Medical-Dental Office Building	1000 Sq. Feet Gross Floor Area	3.57		1.79	\$6,394.62
770	Business Park	1000 Sq. Feet Gross Floor Area	1.26		0.63	\$2,256.92
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	4.49		2.25	\$8,042.53
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	6.94		3.47	\$12,430.99
820	Shopping Center / Strip Mall	1000 Sq. Feet Gross Leasable Area	3.71	34%	1.22	\$4,385.96
826	Specialty Retail Center	1000 Sq. Feet Gross Leasable Area	2.71		1.36	\$4,854.18
841	Automobile Sales	1000 Sq. Feet Gross Floor Area	5.98		2.99	\$10,711.43
848	Tire Store	1000 Sq. Feet Gross Floor Area	4.15	28%	1.49	\$5,352.13
850	Supermarket	1000 Sq. Feet Gross Floor Area	9.48	36%	3.03	\$10,867.63
851	Convenience Market	1000 Sq. Feet Gross Floor Area	52.41	61%	10.22	\$36,612.14
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	24.30	47%	6.44	\$23,068.99
918	Hair Salon	1000 Sq. Feet Gross Floor Area	1.45		0.73	\$2,597.25

ITE Code	ITE Land Use	Unit	Trip Rate	Pass-by Reduction	Adjusted Trip Rate	Impact Fee
932	Restaurant, Sit-Down (High Turnover)	1000 Sq. Feet Gross Floor Area	9.85	44%	2.76	\$9,880.31
933	Fast Food without Drive-Through Window	1000 Sq. Feet Gross Floor Area	26.15	43%	7.45	\$26,698.87
934	Restaurant with Drive Through Window	1000 Sq. Feet Gross Floor Area	32.65	50%	8.16	\$29,241.50
942	Auto Care Center	1000 Sq. Feet Gross Leasable Area	3.11		1.56	\$5,570.66
944	Gasoline/Service Station	Fueling Position	13.87	42%	4.02	\$14,409.56
945	Gasoline/Service Station with Convenience Store	1000 Sq. Feet Gross Leasable Area	97.47	56%	21.44	\$76,819.25
947	Self Service Car Wash	Wash Stall	5.54		2.77	\$9,923.30
948	Automated Car Wash	1000 Sq. Feet Gross Floor Area	14.12		7.06	\$25,291.88

If additional categories are desired, the City can use the ITE Trip Generation Manual, 10th ed., and multiply the total PM peak hour trips by 50 percent, by any reduction for pass-by trips, by the total cost per PM peak hour trip (\$3,582.42).

7. Weber Basin Water

	Ratio	Fee
Residential 1"	1	\$ 4,363
Commercial 1½ "	1.5	\$ 6,544
Commercial 2"	2	\$ 8,726
Commercial 3"	6.4	\$27,923
Commercial 4"	10	\$43,630

8. Central Weber Sewer *

7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
\$ 2,515	\$ 2,587	\$ 2,649	\$ 2,706	\$ 2,762

*This includes a 5% administrative fee.

There is an additional \$75.00 fee if connecting directly to the Central Weber Sewer Line.

* The City collects sewer service charges on behalf of Central Weber Sewer District. Any increase in Central Weber Sewer District's impact fee will be passed on to the consumer, with such increase to go into effect at the time Central Weber Sewer makes the increase effective.

9. Storm Sewer

Residential	\$665 / dwelling, Single Family residence = 1 dwelling
Multi-unit Residential	\$665 x (impervious area [ft ²] / (3,365 ft ²))
Nonresidential	\$665 x (impervious area [ft ²] / (3,365 ft ²))

CHAPTER 8: CONDITIONAL USE PERMITS

1. Non-Residential Zones

A. Concept Plan Review (not required)	\$200 (includes 1.5 hours of professional services)
B. Sketch Plan	\$400 for the first meeting and \$300 for each subsequent meeting plus 100% of professional services**
C. Preliminary	\$600 plus 100% of professional services**
D. Final	\$700 plus 100% of professional services**
E. Escrow Contingency	15% of estimated approved total cost of required improvements, plus 100% of professional services
F. Escrow Guarantee	10% of estimated approved total cost of required improvements, plus 100 % of professional services

2. Residential Zones \$200 plus 100% of professional services** (includes one site plan meeting where applicable) Additional site plans see (4) below.

3. Amendment ½ of what original fee would be if it were a new application plus 100% of professional services** (includes one site plan meeting). Additional site plans see (4) below.

4. Site Plan Meeting \$200 per meeting plus 100% of professional services**

**Professional services may include but are not limited to Engineering, Inspections, Planning, GPS surveying and mapping, recording fees, and Legal services. Prior to granting preliminary approval, final approval and/or a building permit all professional service fees incurred to date shall be paid in full. The City will bill the applicant for 100% of the City's actual professional service costs as said fees are incurred.

Applicants shall be responsible for all collection costs incurred including a collection fee of up to 40% pursuant to the provisions of Utah Code Ann 12-1-11.

CHAPTER 9: PLANNING & DEVELOPMENT FEES

1. Subdivisions: (Private & Public)

A. Minor Subdivision (1-10 Lots)

Concept Plan Review (not required)	\$200 (includes engineering and other professional services)
Sketch Plan Review	\$400 for first meeting and \$300 for each subsequent meeting plus 100% of professional services**
*Preliminary	\$600 plus 100% of professional services**
*Final	\$700 plus 100% of professional services**

*If preliminary and final are combined on a "Minor" subdivision and approved in the same meeting, the "final" fee will be charged; otherwise, both preliminary and final fees apply.

Amendments to Preliminary or Final prior to recording of original submission	1/2 of original fee, plus 100% of professional services**
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B. Major Subdivision (11 or more lots)

Concept Plan Review (not required)	\$400, includes engineering and other professional services
Sketch Plan Review	\$700 for first meeting and \$350 for each subsequent meeting, plus 100% of professional services**
Preliminary	\$900, plus 100% of professional services**
Final	\$1100, plus 100% of professional services**
Amendments to Preliminary or Final	1/2 of original fee (prior to recording of original submission), plus 100% of professional services**

In addition, every developer/builder for either minor or major subdivisions will pay the actual cost for all recording fees including any escrow & developer agreements or any other security agreements and any additional submittals requested by the City.

*Fees:	Sidewalk Curb & Gutter	\$30/ft. 6' sidewalk; \$20/ft. 4' sidewalk \$20/ft. standard curb and gutter
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*When approved by the City Council, a 1-2 lot subdivision may pay these fees in lieu of actually constructing the curb and gutter and/or sidewalk. This request can only be made if the subdivision is located in an area that does not have existing curb, gutter and sidewalk immediately adjacent to the property being developed. The City will use these fees to construct the improvements at a later date.

2. Escrow Agreement

A. Administrative Fee (assessed to all Escrow Agreements)	.005 of total escrow*, plus 100% of professional services
B. Escrow Contingency	15% of estimated approved total cost of required improvements, plus 100% of professional services
C. Escrow Guarantee	10% of estimated approved total cost of required improvements, plus 100% of professional services

*The Administrative Fee is calculated based on the total escrow amount but is not part of the escrow. This fee will be collected prior to the recording of the plat.

3. Street Lights, Street Signs, and Chip and Seal	as determined by the City Engineer
4. Vacation of Plat, Street or Easement or any Amendments to a Recorded Subdivision Plat	\$750, plus 100% of professional services**
5. Site Plan	\$700, plus 100% of professional services**; includes one site plan meeting where applicable; additional site plans are \$200 per meeting

**Professional services may include but are not limited to engineering, planning, inspections, GPS surveying and mapping of improvements, recording fees, and legal services. Prior to granting preliminary approval, final approval, issuing a building permit, and/or granting conditional or final acceptance, all professional service fees incurred to date shall be paid in full. The City will bill the applicant for 100% of the City's actual professional service costs as said fees are incurred.

Applicants shall be responsible for all collection costs incurred including a collection fee of up to 40% pursuant to the provisions of Utah Code Ann 12-1-11.

CHAPTER 10: ZONING/ORDINANCES

- | | |
|---|-----------------------|
| 1. Application for Change in Zoning and/or Ordinances | \$300 |
| 2. Fee for Amending Zoning Map upon approval of Rezone | \$180 |
| 3. Zoning Re-submission by same owner of property | \$120 within 6 months |

CHAPTER 11: EXCAVATION FEES (SWC Code 7-3-6)

- | | |
|---|--|
| 1. Base Permit Fee
(Two Inspections) | \$94 |
| 2. Additional Inspection Fee | \$47 each |
| 3. Potholes 100 sq. ft. or less
Roads less than 2 Years Old | \$112 each
(NPC * 100 s.f. * L2F) / SSFF = (\$2.80 * 100 s.f.* 0.4) / 0.045=\$112 |
| 4. Potholes 100 sq. ft. or less
Roads more than 2 Years Old | \$70 each
(NPC * 100 s.f. * M2F) / SSFF = (\$2.80 * 100 s.f.* 0.25) / 0.045=\$70 |
| 5. Diminished Road Integrity Fee
Roads less than 2 Years Old | Total Square Feet X \$1.12
NPC * L2F * TSF = \$2.80 * 0.4 * TSF = \$1.12 * TSF |
| 6. Diminished Road Integrity Fee
Roads Older than 2 Years | Total Square Feet X \$0.70
NPC * M2F * TSF = \$2.80 * 0.25 * TSF = \$0.70 * TSF |
| 7. Escrow/Financial Guarantee | Total Square Feet X \$2.80 (*NPC) |

NPC = New Pavement Cost = \$2.80/s.f.

SSFF = Small Square Footage Compensation Factor, less than 2' X 2' = 0.045

TSF = Total Square Footage of excavation site restoration

L2F = Roads less than 2 years old factor = 40% = 0.4

M2F = Roads more than 2 years old factor = 25% = 0.25

* City Engineer Approved - New Pavement Cost (3" asphalt, 8" road base) = NPC = \$2.80/s.f.

CHAPTER 12: COURT FEES FOR CITY ORDINANCE VIOLATIONS

Class B Misdemeanors \$150 fine including state surcharges*

Class C Misdemeanors \$80 fine including state surcharges*

Infractions	\$25 fine including state surcharges*
Credit Card Convenience Fee	\$3.00

*Subject to change based on state fine schedule

CHAPTER 13: FAMILY ACTIVITY CENTER - 1181 E. Lester Drive

1. Membership Fees*

A. Residents

Individual Pass)	\$2 day	\$20 month	\$100 – 6 Months	\$180 – Year
Family Pass	\$3 day	\$30 month	\$150 – 6 Months	\$270 – Year

("Family" defined as occupants of the same household)

B. Non-Residents

Individual Pass	\$3 day	\$25 month	\$125 – 6 Months	\$200 – Year
Family Pass	\$5 day	\$40 month	\$175 – 6 Months	\$300 – Year

("Family" defined as occupants of the same household)

C. Discounted Membership Fees

Senior Citizens (Age 65 & up) 50% discount on all membership fees.
 SW Firefighters** Free, yearly individual pass as long as
 firefighter remains in good standing.

SW Employees** Free, yearly individual pass (part-time)
 Free, yearly family pass (full-time)

Elected Officials Free, yearly family pass while in office.

**Part-time employees and firefighters may purchase family passes by paying the difference between the individual and family pass fee.

D. Corporate Membership Fees (Annual Only)

Corporate Membership (Company within SW City) \$800 Annual
 (List of members must be submitted) up to 10 members

Corporate Membership (Company outside SW City) \$1,000 Annual
 (List of members must be submitted) up to 10 members

2. Rental Fees for Family Activity Center - Reservations made with Rec. Department

A. Multi-Purpose Room

- a. Residents \$30 for first hour and \$10 for each additional hour;
- a. one hour minimum and four hours maximum rental
- b. Nonresidents \$40 for first hour and \$10 for each additional hour
- a. one hour minimum and four hours maximum rental

B. Aerobics Room

- a. Residents \$20 for first hour & \$10 for each additional hour
- b. Nonresidents \$30 for first hour & \$10 for each additional hour

C. Gymnasium (Half-court only)

- a. Residents \$20 per hour - during hours of operation
- b. Nonresidents \$35 per hour – during hours of operation

D. Exempt City Sponsored Activities

E. Discounts Discounts apply to long term continuous rentals

After 1-year rental period in good standing, 20% on following 1-year rental
 After 2-year continuous rental period in good standing, 30% on following 1-year rental
 After 3-year continuous rental period in good standing, 40% on following 1-year rental

40% is the maximum discount for any continuous rental period.

No rentals shall be made for more than a one-month time period. All rentals are subject to availability as determined by the Recreation Department. The City reserves the right to refuse rental of the FAC facilities to any person or entity for any reason with or without cause.

CHAPTER 14: PARK FEES

Park Bowery and Other Reservable Area Fees

	<u>Resident</u>	<u>Non-Resident</u>
1. Cherry Farms Park Bowery*		
Mon-Thurs	\$15	\$30
Weekend	\$30	\$50
2. Central Park-Fire Station*		
Mon-Thurs	\$15	\$30
Weekend	\$30	\$50
3. Canyon Meadows*		
Mon-Thurs	\$15	\$30
Weekend	\$30	\$50
4. Posse Picnic Area		
Mon-Thurs	\$12.50	\$25
Weekend	\$25	\$40
5. Posse Arena	<i>Non-Reservable</i>	
6. Volleyball Courts* (10-hour time limit)	\$35	\$35
7. Ball Diamond* (Canyon Meadows Park & Cherry Farms Park)	\$35	\$35

8. **Stage*** \$50 \$50

9. **Canyon Meadows Concession Stand**

A. **Rental:** \$25 rental plus \$200 refundable deposit

B. **Deposit Policy:** A security deposit is required for all rentals. A \$50 payment is due at the time the reservation is made and the balance paid at the time the key is picked up. Deposits made via check will be cashed. The security deposit will not be refunded if the key is lost, if the facility is found to be in disrepair upon inspection, or any rules mandated by the Health Department are broken. If the key is lost a refund may be given less the cost incurred to rekey and purchase new keys for the facility. If the facility or any items therein is found to be damaged or in disrepair, a refund of the difference may be given if the cost of repair is less than the deposit. No refund will be given in the event the Health Department mandates are not followed.

C. **Refunds:** The Fee and security deposit may be refunded in full if the reservation is canceled three (3) weeks prior to use. A refund of 50% of the fee and 100% of the security deposit may be made if the reservation is canceled less than 3 weeks, but more than 48 hours prior to scheduled use.

Special rules apply which are listed on Rental Agreement.

South Weber City reserves the right to refuse rental to any person or entity for any reason with or without cause.

*Reservations must be made and paid for at the Family Activity Center.

Fees are not refundable due to weather. No refunds for cancellations unless canceled two weeks in advance.

CHAPTER 15: RECREATION FEES

1. **Refunds:** a) Prior to issuance of uniform/equipment: Refund less \$5 administrative fee
 b) After issuance of uniform/equipment: 50% refund
 c) No refund over 30 days after close of registration nor if registrant has participated in activity.

2. **Activity Fees: (Non-residents charged an additional \$5 fee)**

- A. **Basketball Jr. Jazz** \$44 Registration
- B. **Soccer** Pre-K and up
\$30 without Shirt; \$40 with Shirt
- C. **Softball** \$44 Registration

- D. **Baseball** \$44 Registration
- E. **Tee-Ball** \$33 Registration
- F. **Coach Pitch** \$33 Registration
- G. **Machine Pitch** \$44 Registration
- H. **Volleyball** \$35 Registration
- I. **Flag Football** \$40 Registration
- J. **Miscellaneous Events** As determined by the Recreation Director

3. **Late Registration Fee:** \$10 for each registration after the signup deadline.

CHAPTER 16: WATER FEES

- 1. **Connection Fee** \$265 (.75") Standard Meter
For New Construction
 (Connection Fee includes cost of standard meter, delivery, inspection & administrative charges)
 Larger Meter (>1.00") - \$25 plus cost of meter

- 2. **Rate**
 - A. **Per Month**

Gallon Allotment	Residential Using Secondary Water for Outdoor Needs	Residential w/Secondary Water Available	Residential w/o Secondary Water Available	Multi-Family Residential ¹	Non-Residential
Base Rate					
0	\$38.43	\$38.43	\$38.43	\$29.20	\$38.43
Usage Charges per 1,000 gallons					
1-2,000	2.00	2.00	2.00	2.00	2.00
2,001-4,000	2.20	2.20	2.20	2.20	2.20
4,001-6,000	2.50	2.50	2.50	2.50	2.50
6,001-8,000	3.00	3.00	3.00	3.00	3.00
8,001-10,000	3.50	3.50	3.50	3.50	3.50
10,001+	4.00			4.00	
10,001-15,000		6.00	3.00		
15,001-30,000		6.00	2.3		
30,001+		6.60	3.00		
10,001-30,000					3.75
30,001-60,000					4.00

60,001+					4.25
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¹ \$29.20 determined by applying 17% census discount (percentage difference between number of persons per household of single versus multi-family units) and 7% administrative savings discount to rates for single family dwellings. Same discounts apply to sewer utility rates as well.

Definitions

Residential Using Secondary Water for Outdoor Needs shall mean property owners who have *access to a pressurized irrigation system and who choose to use pressurized irrigation system to water their property.

Residential w/Secondary Water Available shall mean property owners who have access to a pressurized irrigation system, but who choose to use culinary water to water their property.

Residential w/o Secondary Water Available shall mean property owners who do not have *access to a pressurized irrigation system and who choose to use culinary water to water their property.

Multi-Family Residential shall mean any structure with two (2) or more separate single-family dwellings within one structure.

Commercial shall mean any property whose primary use is commercial in nature and shall include both conforming as well as legal non-conforming uses.

*Access to Pressurized Irrigation shall mean a distance of ninety (90) feet or less exists between any property boundary (within a secondary service district) to a pressurized secondary irrigation system.

- B. Sign-Up Fee** \$25.00

- C. Re-establishment Fee** \$75.00
Reestablish service after it has been shutoff at owner’s request.

- D. After Hours Service Fee** \$50.00

- E. Late Fee if not paid by the 18th of the month** \$15.00
In the event the 18th falls on a Saturday, Sunday, or holiday, the late fee will be added if the bill is not paid by close of business on the next day of business.

- F. Shut-Off Fee for Non-Payment** \$50.00 per occurrence
After Posted Business Office Hours including weekends and holidays. Meters will not be turned back on until business hours (SWC Code 8-1-4 B).

Once a Shut-off Fee has been assessed, the fee shall be due and payable even if the water is not actually turned off.

- G. Tamper Fee** \$200.00
Turning on/tampering with a water meter or using an illegal connection at any time is a class B misdemeanor (SWC Code 8-1-6 & 8-1-7)

- H. Fire Hydrant Meter** \$25.00 Rental Fee + \$500.00 deposit;
deposit refunded upon return of meter in working condition

CHAPTER 17: SEWER FEES

1. Sanitary Sewer Fees (Wastewater)

		<u>City</u>	<u>CWSD**</u>
A. Monthly User Fees:			
i)	Residential	\$14.33	\$19.78
ii)	Commercial (Minimum)***	\$28.66	\$38.78
iii)	Church	\$29.56	\$41.33
iv)	School	\$113.90	\$162.85
v)	Job Corps	\$770.49	\$1,109.01
vi)	Non-City Residential	\$20.50	\$28.28
vii)	*Multi-Family Residential	\$10.89 per unit	\$14.74

* Multi-Family Residential shall mean any structure with two or more separate single-family dwellings within one structure. Fee is per unit.

** Central Weber Sewer District assesses their own fees that are then passed on to the consumer.

***Commercial use is based on a water usage with a 2 ERU minimum (up to 25,000 gal.); water usage over 25,000 gal. will be billed at \$1.15/1000 gallons (City) and \$1.52/1000 gal. (CWSD)

B. Basement Apartments	Considered Multi-Family Residential
C. Duplexes/Twin Homes	Considered Multi-Family Residential
D. Sewer Inspection Fee	\$47

CHAPTER 18: STORM DRAIN

Monthly Utility Fee	\$8.75 single family dwelling
	\$6.95 Multi-family
	Non-residential/commercial based on ERUs

CHAPTER 19: GARBAGE COLLECTION FEES (Monthly):

1. Residential Container	\$14.67
Extra Container	\$ 8.74 (Four-month minimum)

2. Commercial Container	\$58.68 (300-gallon container)
Extra Container	\$34.96
3. County or Non-Resident	\$16.67 (90-gallon container)
Extra Container	\$10.74 (Four-month minimum)
4. Residential Container	\$65.00 (Replacement charge for each damaged, destroyed, or lost can).

*A business or resident may have two 90-gallon containers at the residential rate. Upon request of a third container, the commercial rate will then be charged in that the first two 90-gallon containers will be billed as one commercial 300-gallon container and the additional containers will be charged at the commercial extra container rate. All home occupations are considered residential - not residential and business.

5. Putting Utilities on Hold

The City agrees to not charge the above monthly utility fees for Water & Garbage Collection only under the following conditions:

- a. The resident must be out of town for a minimum of two full months, and
- b. Resident must notify South Weber City prior to the first day of the first month for which they desire the services be placed on hold, and
- c. Resident understands that these services will only be held in one-month increments and that the city will not prorate nor split monthly fees. For example, if resident leaves mid-month the resident will be required to pay the full monthly water and garbage fees for that month. Likewise, if the resident returns mid-month the resident will be required to pay the full monthly service fees for water and garbage for the month in which they returned.

Residents that do not meet the above established conditions who desire to have their water and garbage services be held will be charged a \$20 reconnect fee.

CHAPTER 20: TRANSPORTATION UTILITY FEES (Monthly)

1. Residential	\$15.00
2. Residential – Multi Unit	\$15.00 per ERU
3. Non-Residential	\$15.00 per ERU

CHAPTER 21: UTILITY BILLING

1. Standard Residential (minimum monthly charges)

Water	\$38.43 plus usage as stated in table in CFS Ch. 20.2
Garbage	\$14.67; extra container \$8.74
Storm Sewer	\$ 8.75
Central Weber Sewer	\$19.78
Sewer	\$14.33
Transportation Utility	<u>\$15.00</u>

TOTAL \$110.96

2. Putting Utilities on Hold

The City will not charge the monthly utility fees for Water and Garbage only under the following conditions:

- a. The resident must be out of town for a minimum of two full months, and
- b. Resident must notify South Weber City prior to the first day of the first month for which they desire the services be placed on hold, and
- c. Resident understands that these services will only be held in one-month increments and that the city will not prorate nor split monthly fees. For example, if resident leaves midmonth the resident will be required to pay the full monthly water and garbage fees for that month. Likewise, if the resident returns mid-month the resident will be required to pay the full monthly service fees for water and garbage for the month in which they returned.

Residents that do not meet the above established conditions who desire to have their water and garbage services be held will be charged a \$20 reconnect fee.

CHAPTER 22: COLLECTION FEES

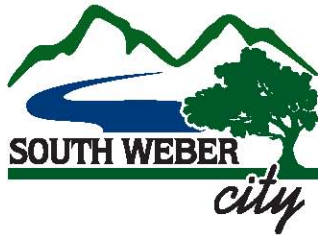
Collections and Attorney's Fees: All customers and applicants shall be responsible for all collection costs incurred including a collection fee of up to 40% pursuant to the provisions of Utah Code Ann 12-1-11. Accounts sent to the attorney for collection will be charged according to reasonable attorney fees as stated in the Code of Judicial Administration Rule 4.505.

Returned Check and Returned Electronic Fund Transfer Fee: \$25

These fees include/not limited to non-sufficient fund checks or electronic fund transfers (EFTs), stopped payment checks or canceled accounts where funds are not available.

If an individual's utility payment is returned from the bank on two separate occasions within a 12-month period, the City will be compelled to make this individual comply with the following procedures:

1. Discontinue water service until payment has been paid with cash, cashier's check, or money order.
2. Required to pay shut-off fee.
3. Required to pay all fees associated with returned check or EFT.
4. Hereinafter, all utility payments will then need to be paid with cashier's check, money order, or cash. No personal checks or EFTs will be accepted for a one-year period.



Agenda Item Introduction

Council Meeting Date: June 8, 2021

Name: Mark McRae, Finance Director

Agenda Item: American Rescue Plan (ARP) Act Update

Background:

The American Rescue Plan Act (ARPA) of 2021 was passed on March 10, 2021. On May 10, 2021, the Treasury Department issued its guidelines on the act. Tonight, the staff has prepared a presentation to update the city council on what we know so far about the funding the city expects to receive, the timeline for receiving and spending these funds, and eligible use of the funds. The final guidance and distribution of the funds to South Weber City will come from the State of Utah within the coming months.

Summary: Tonight's discussion is an update by staff on what we know so far on the American Rescue Plan Act.

Budget Amendment: NA

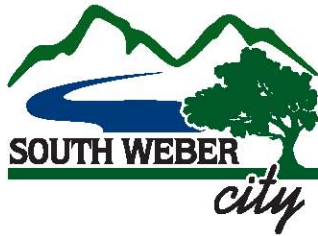
Procurement Officer Review: Budgeted amount \$ Bid amount \$

Committee Recommendation:

Planning Commission Recommendation:

Staff Recommendation: NA

Attachments:



Agenda Item Introduction

Council Meeting Date: June 8, 2021

Name: David Larson

Agenda Item: Recreation, Arts, and Parks (RAP) Tax

Background: If approved by the residents, a municipality may increase the sales and use tax by 0.1% specifically to fund parks, cultural programs, and recreation programs. This is commonly referred to as a RAP, RAMP, or ZAP tax. Under UCA 59-12-1402, this potential increase may be placed on the ballot as an opinion question and would result in the ability of the municipality to increase the sales and use tax by 0.1%. A municipality may not impose this tax if the county in which it is located already imposes the tax.

If implemented, revenues generated from a RAP tax must then be used on specific projects in the community such as parks, cultural arts programs, and recreation programs. The funding may be used for capital improvements and operations of publicly owned/operated amenities such as (but not limited to) parks, playing fields/courts, trails/bike paths, etc.

The Council must decide whether to put this issue on the ballot for this November because notification must be to the Lieutenant Governor's office 75 days prior to the election with an additional 60 days prior to that for the County to review the intent and provide a response.

If the Council decides to pose the question to the community, a voter information pamphlet must be prepared that would include, among other things, the exact ballot language, arguments for and against the proposition, and voting location and date of the election.

A 0.1% sales tax equals 1 penny for every \$10 spent. City staff estimates a RAP tax would generate approximately \$60,000 per year based on current sales tax

projections. If passed by election, the tax would be in effect for 10 years. A reauthorization vote would then be required at that time to see if the community would like to continue to utilize the tax.

Summary: Determine whether to place a RAP Tax proposition question on the November election ballot

Budget Amendment: NA

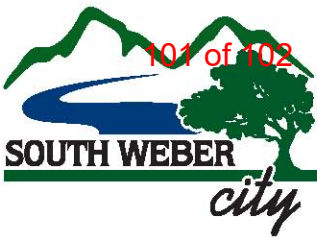
Procurement Officer Review: NA

Committee Recommendation: NA

Planning Commission Recommendation: NA

Staff Recommendation: NA

Attachments: None



Agenda Item Introduction

Council Meeting Date: June 8, 2021

Name: Mark McRae, Finance Director

Agenda Item: 14

Background:

The Adopted Tentative Budget for fiscal year 2021-2022 includes a proposed property tax rate increase. A Truth-in-Taxation hearing is scheduled for August 17 at 6:00 pm at City Hall on the proposed 2021 property tax rate for South Weber City. Following this public hearing and prior to the end of August, the City Council must formally adopt a certified tax rate for 2021. On June 22, 2021, the City Council must adopt a proposed tax rate which will then be published in multiple mediums to inform the citizens of the public hearing and the proposed tax rate change. Tonight’s discussion is to direct staff on what rate to prepare for the June 22 meeting.

The tax rate increase relates to Davis County transferring paramedic service over to South Weber Fire/EMS. Davis County will no longer be assessing the Paramedic tax levy beginning this year. The service and the tax rate to fund our own paramedic operations will be picked up by South Weber City according to an interlocal agreement with Davis County previously approved by both parties. The property tax rate for South Weber City for 2020 was .001403 and produced \$754,000 in revenue for the city. The paramedic tax rate for 2020 was .000119 and produced \$63,953 in revenue for Davis County from property in South Weber City.

The following options have been prepared for city council discussion tonight.

Option	City Rate	Paramedic Rate	Combined Rate	Estimated Tax Revenue
1. Accept County proposed rate decrease & no paramedic rate.	.001275	.000000	.001275	\$781,000
2. Accept County proposed rate decrease & add paramedic rate.	.001275	.000119	.001394	\$854,000
3. Hold City 2020 property tax rate & no paramedic rate.	.001403	.000000	.001403	\$859,000
4. Hold City 2020 property tax rate & add paramedic rate.	.001403	.000119	.001522	\$932,000

Summary: Tonight's discussion will focus on reviewing the various options and giving staff direction for the proposed tax rate to be adopted on June 22.

Budget Amendment:

Procurement Officer Review: Budgeted amount \$ Bid amount \$

Committee Recommendation:

Planning Commission Recommendation:

Staff Recommendation:

Attachments: