

## SOUTH WEBER CITY COUNCIL AGENDA

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**PUBLIC NOTICE** is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting commencing at 6:00 p.m. on Tuesday, January 11, 2022, in the Council Chambers at 1600 E. South Weber Dr. You may also email [publiccomment@southwebercity.com](mailto:publiccomment@southwebercity.com) 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: Mayor Westbroek
2. Prayer: Councilman Dills
3. Introduction Utah State Representative District 16 Stephen Handy
4. 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).

### **PRESENTATIONS**

5. Employee Introduction: Marcela White
6. Audit Report by Keddington & Christensen

### **ACTION ITEMS**

7. Approval of Consent Agenda
  - a. December Check Register
  - b. November Budget to Actual
  - c. December 7 Minutes
8. Recreation Vehicle Park Cabins
9. Ordinance 2021-14: Private Rights of Way
10. Resolution 22-01: Appoint Mayor Pro Tempore
11. Resolution 22-02: Appoint Marty McFadden to the Planning Commission
  - a. Oath of Office
12. Resolution 22-03: Appoint Members to Various Boards
13. Resolution 22-04: Public Works Retention Basin Relocation and Fencing Project
14. Resolution 22-05: Public Works Building Architect
15. Resolution 22-06: Connex Franchise Agreement
16. Resolution 22-07: Davis & Weber Counties Canal Company Encroachment Agreement
17. Resolution 22-08: Animal Care Amendment #7

### **DISCUSSION ITEMS**

18. 2022 Legislative Review

### **REPORTS**

19. New Business
20. Council & Staff
21. Adjourn

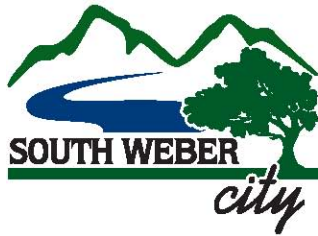
In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

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: 01-04-2022

CITY RECORDER: Lisa Smith

A handwritten signature in black ink that reads "Lisa Smith". The signature is written in a cursive style with a large, decorative initial "L".



# Agenda Item Introduction

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**Council Meeting Date:** 1-11-22

**Name:** David Larson

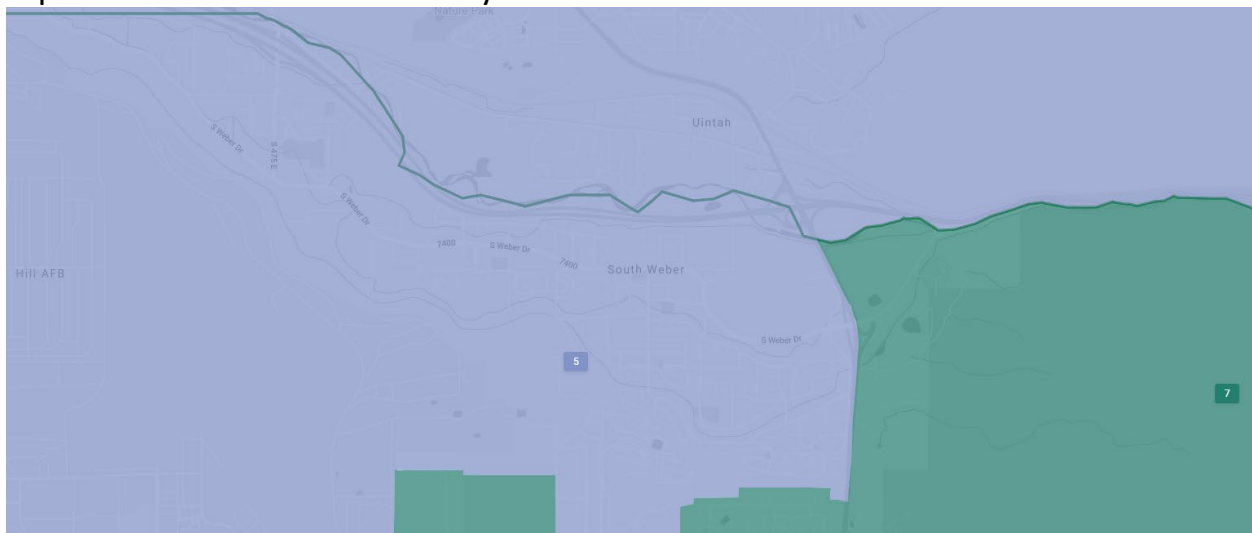
**Agenda Item:** Introduction of Utah State Representative Stephen Handy

**Background:** Utah State Legislative Districts were recently adjusted by the State and Representative Stephen Handy of District 16, who now represents a portion of South Weber, will be here to introduce himself.

South Weber will now be split in its representation at the State Legislature in both the Senate and the House of Representatives (see maps below).

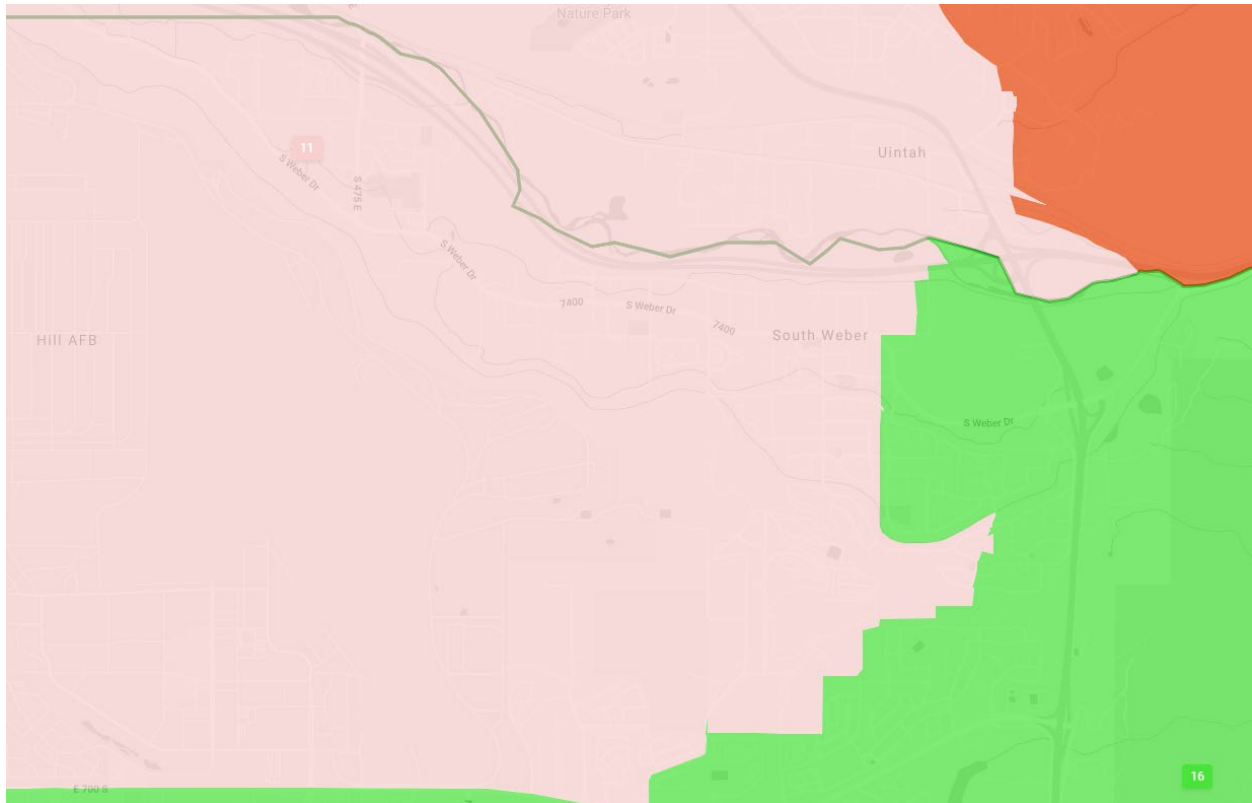
## New Senate Districts

Senator Stuart Adams (District 7), the Senate President, will represent the section of the City east of US89 and Senator Ann Milner (District 5) will continue to represent the section of the City west of US89.

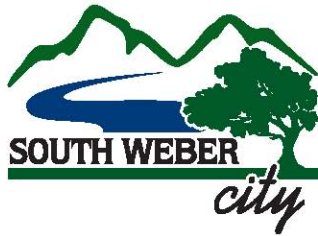


## New House Districts

Representative Handy (District 16) will represent a section of the east side of the City and Representative Kelly Miles (District 11) will continue to represent residents on the west side of the City.



**Summary:** Meet Representative Steve Handy



## Agenda Item Introduction

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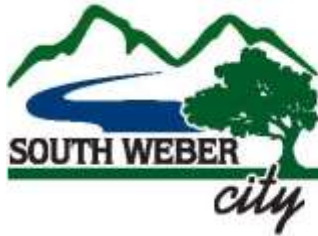
**Council Meeting Date:** January 11, 2022

**Name:** Mark McRae, Finance Director

**Agenda Item:** New Employee Introduction – Marcela White

**Background:** Marcela White has been hired as our new Customer Service/ Utility Billing clerk. We are excited to have Marcela join our team. Marcela is the person citizens meet first when they come into City Hall, and the first voice they hear when they call into the office. She is a great ambassador for the city in this role.

**Summary:** Introduce new employee Marcela White.



## Agenda Item Introduction

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**Council Meeting Date:** January 11, 2022

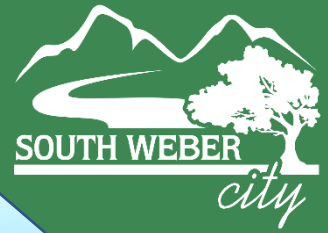
**Name:** Mark McRae, Finance Director

**Agenda Item:** Audit Report by Keddington & Christensen

**Background:** At the end of each fiscal year, management is responsible for the preparation and fair presentation of the city's financial statements in accordance with accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements.

The South Weber City Council has contracted the services of Keddington & Christensen, LLC to perform an independent audit of the statements and report their findings to the City Council. This audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

**Summary:** Keddington & Christensen have completed their auditing procedures and are here to present the report of their findings along with the financial statements to the City Council.



# FINANCIAL STATEMENTS

For the year ended June 30, 2021  
Together with independent Auditor's Report

**Prepared By:**

David Larson, City Manager  
Mark McRae, Finance Director

**Mayor**

Jo Sjoblom

**Councilmembers**

Wayne Winsor     Angie Petty  
Blair Halverson     Quin Soderquist  
Hayley Alberts

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**FINANCIAL SECTION**

## INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and  
Members of City Council  
South Weber City  
South Weber City, Utah

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of South Weber City, Utah (the City) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

#### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of South Weber City, Utah as of June 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

**Other Matters***Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and schedules relating to the City's pension obligations as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in the appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the City's basic financial statements. The combining nonmajor fund financial statements and the budgetary comparison schedule as listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining nonmajor fund financial statements and the budgetary comparison schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial and budgetary comparison schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated January 3, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

*Keddington & Christensen, LLC*

January 3, 2022  
Salt Lake City, Utah

**SOUTH WEBER CITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended June 30, 2021**

The management team of South Weber City (the City) presents this narrative information on the City's financial statements. It contains an overview and analysis of the financial position and results of operations as of and for the twelve months ended June 30, 2021. As management of the City, we encourage readers to consider information contained in this discussion.

**FINANCIAL HIGHLIGHTS**

The assets of South Weber City exceeded its liabilities at the end of the current fiscal year by \$41,307,588 (net position). Of this amount, \$10,392,798 (unrestricted position) is available to meet ongoing obligations of citizens and creditors. Net position increased by \$4,217,588 from the prior year.

The City's Governmental activities reported a combined ending net position of \$20,135,670. Of that amount, \$3,547,139 is available for spending at the discretion of the City (unrestricted and undesignated fund balance).

The unassigned fund balance of the general fund at June 30, 2021, totaled \$580,788 and is 18.3% of the general fund total revenues for the year.

During the year, several projects were completed by the City. In addition, several developments were completed as well, upon which the related infrastructure was contributed to the City. Capital assets were added in the water, sewer, and storm sewer funds, as well as the general fixed assets of the City.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis serves as an introduction to South Weber City's basic financial statements: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains information in addition to the basic financial statements that will help the reader gain a more in-depth understanding of the City.

***Government-wide financial statements*** give readers a broad overview of the entire City's financial position, and changes in financial position, similar to consolidated financial statements in a private sector business. These statements consist of the statement of net position and the statement of activities.

The statement of net position shows South Weber City's assets, liabilities and deferred outflows and inflows of resources, with the difference shown as net position. Increases or decreases over time in net position gives an indicator as to whether the financial condition of South Weber City is improving or declining.

The statement of activities shows the changes to net position that occurred during the most recent fiscal year. These changes are recorded on an accrual basis when the underlying event that causes the change occurs, regardless of when the cash transaction takes place.

Both of the government-wide financial statements distinguish between activities that are largely supported by taxes and intergovernmental revenue and those whose operations are entirely or largely financed by user charges and fees. The governmental activities for South Weber City include general government, streets, parks, recreation, and other departments. The business-type activities include water, garbage, storm sewer, and sewer operations.

The government-wide financial statements include only the financial statements of South Weber City. The City does not have any component units. The government-wide financial statements are found immediately following this discussion and analysis.

**SOUTH WEBER CITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)  
For the Year Ended June 30, 2021**

Fund financial statements are a set of closely related accounts that are used to maintain control over resources that have been segregated for specific activities or purposes. South Weber City, like other state and local governments, uses fund accounting to demonstrate compliance with finance-related legal requirements. All of the City's funds can be categorized into one of two categories: governmental funds and proprietary funds.

Governmental funds account for essentially the same activities as the governmental activities in the government-wide financial statements, but with a narrower focus. Governmental funds concentrate on near-term inflows and outflows of financial resources and the balances of spendable resources available to the government at the end of the fiscal year. This information can be useful in evaluating the government's short-term financing requirements.

Comparing similar information presented in the government-wide statements for the governmental activities with that presented in governmental funds statements can provide useful information because of the different focus of the two approaches. With the long-term focus of the government-wide statements, a reader may be able to better understand the long-term effects of the near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenue, expenditures, and changes in fund balance show reconciliation between the governmental funds' statements to the governmental activities in the government-wide statements to aid in the comparison.

South Weber City uses three major government funds, which are the general fund, special revenue recreation fund, and capital projects fund. The information on these funds is shown separately. The City has six nonmajor funds which are the park impact special revenue, road impact special revenue, recreation impact special revenue, public safety impact special revenue, and transportation utility fee special revenue fund. The City adopts an annual appropriated budget for all its governmental funds. Budgetary comparison schedules have been provided to demonstrate compliance with these budgets.

Within the proprietary funds are the enterprise funds. The enterprise funds report the same functions as the business-type activities in the government-wide financial statements. The enterprise funds maintained by South Weber City are the water, sewer, garbage, and storm sewer utility.

Proprietary funds present the same information as in the government-wide statements, but in more detail. All of the proprietary funds are considered to be major funds of South Weber City.

Notes to the financial statements contain additional information important to a complete understanding of the information contained in the government-wide and fund financial statements. Notes to the financial statements are located after the statements for major funds as listed in the table of contents.

**OTHER INFORMATION**

Other information is contained in this report immediately following the notes to the financial statements and required supplementary information as listed in the table of contents.

**SOUTH WEBER CITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)  
For the Year Ended June 30, 2021**

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

	Comparative Summary of Net Position						Total % Change From Prior Year
	Governmental Activities		Business-type Activities		Total Activities		
	2021	2020	2021	2020	2021	2020	
Current and other assets	\$ 7,053,677	\$ 6,422,567	\$ 7,977,897	\$ 7,991,852	\$ 15,031,574	\$ 14,414,419	4.3%
Capital assets	15,901,278	14,706,154	16,258,995	15,795,044	32,160,273	30,501,198	5.4%
<b>Total assets</b>	<b>22,954,955</b>	<b>21,128,721</b>	<b>24,236,892</b>	<b>23,786,896</b>	<b>47,191,847</b>	<b>44,915,617</b>	<b>5.1%</b>
<b>Total deferred outflows of resources</b>	<b>106,116</b>	<b>99,271</b>	<b>93,744</b>	<b>96,799</b>	<b>199,860</b>	<b>196,070</b>	<b>1.9%</b>
Long-term liabilities outstanding	672,016	857,206	2,765,795	2,915,260	3,437,811	3,772,466	-8.9%
Other liabilities	1,042,488	1,225,359	350,900	401,606	1,393,388	1,626,965	-14.4%
<b>Total liabilities</b>	<b>1,714,504</b>	<b>2,082,565</b>	<b>3,116,695</b>	<b>3,316,866</b>	<b>4,831,199</b>	<b>5,399,431</b>	<b>-10.5%</b>
<b>Total deferred inflows of resources</b>	<b>1,210,897</b>	<b>1,506,495</b>	<b>42,023</b>	<b>1,115,761</b>	<b>1,252,920</b>	<b>2,622,256</b>	<b>-52.2%</b>
Net position:							
Net investment in capital assets	15,336,541	14,054,461	13,517,998	12,936,492	28,854,539	26,990,953	6.9%
Restricted	1,251,990	956,696	808,261	595,357	2,060,251	1,552,053	32.7%
Unrestricted	3,547,139	2,627,775	6,845,659	5,919,219	10,392,798	8,546,994	21.6%
<b>Total net position</b>	<b>\$ 20,135,670</b>	<b>\$ 17,638,932</b>	<b>\$ 21,171,918</b>	<b>\$ 19,451,068</b>	<b>\$ 41,307,588</b>	<b>\$ 37,090,000</b>	<b>11.4%</b>

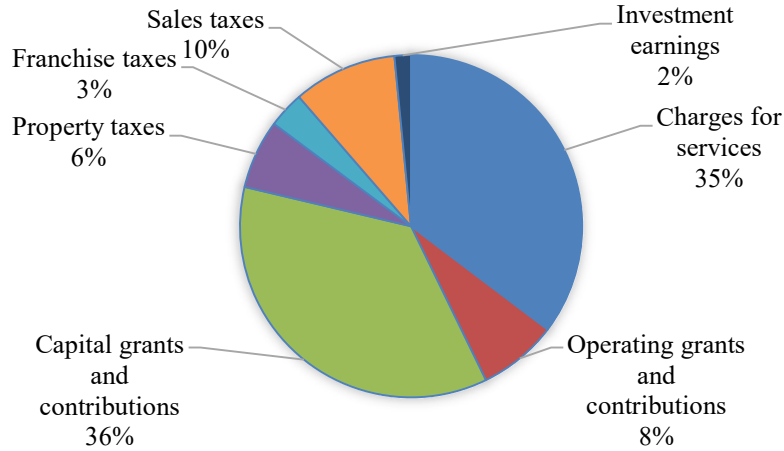
By far the largest component of South Weber City's net position, 78%, is its investment in capital assets. This figure represents the City's investment in land and improvements, buildings, machinery and equipment, roads, streetlights, and bridges, less any related outstanding debt that was used to acquire these assets. South Weber City uses these capital assets to provide services to citizens who live, work, pass through, or benefit in other ways from the City. By their nature, these assets are not available for future spending. Further, even though these capital assets are reported net of any related debt, resources needed to repay the debt must come from other sources, as the assets themselves cannot be used to satisfy the related obligations.

An additional part of net position, 5%, is assets that are subject to external restrictions on how they may be expended. The remaining 17% of net position can be used to meet the City's ongoing obligations to its creditors and to citizens.

	Comparative Changes in Net Position						Total % Change From Prior Year
	Governmental Activities		Business-type Activities		Total Activities		
	2021	2020	2021	2020	2021	2020	
<b>Revenues:</b>							
Program revenues:							
Charges for services	\$ 1,169,641	\$ 1,211,753	\$ 5,850,664	\$ 3,145,447	\$ 7,020,305	\$ 4,357,200	61.1%
Operating grants and contributions	632,854	925,410	-	-	632,854	925,410	-31.6%
Capital grants and contributions	1,234,609	2,437,252	985,195	1,991,300	2,219,804	4,428,552	-49.9%
General revenues:							
Property taxes	833,253	801,314	-	-	833,253	801,314	4.0%
Franchise taxes	417,267	422,985	-	-	417,267	422,985	-1.4%
Sales taxes	1,463,432	1,211,491	-	-	1,463,432	1,211,491	20.8%
Other revenue	-	-	-	-	-	-	0.0%
Gain on sale of assets	-	-	-	18,050	-	18,050	0.0%
Investment earnings	20,266	64,536	34,381	128,190	54,647	192,726	-71.6%
<b>Total revenues</b>	<b>\$ 5,771,322</b>	<b>\$ 7,074,741</b>	<b>\$ 6,870,240</b>	<b>\$ 5,282,987</b>	<b>\$ 12,641,562</b>	<b>\$ 12,357,728</b>	<b>2.3%</b>

**SOUTH WEBER CITY  
MANAGEMENT’S DISCUSSION AND ANALYSIS (Continued)  
For the Year Ended June 30, 2021**

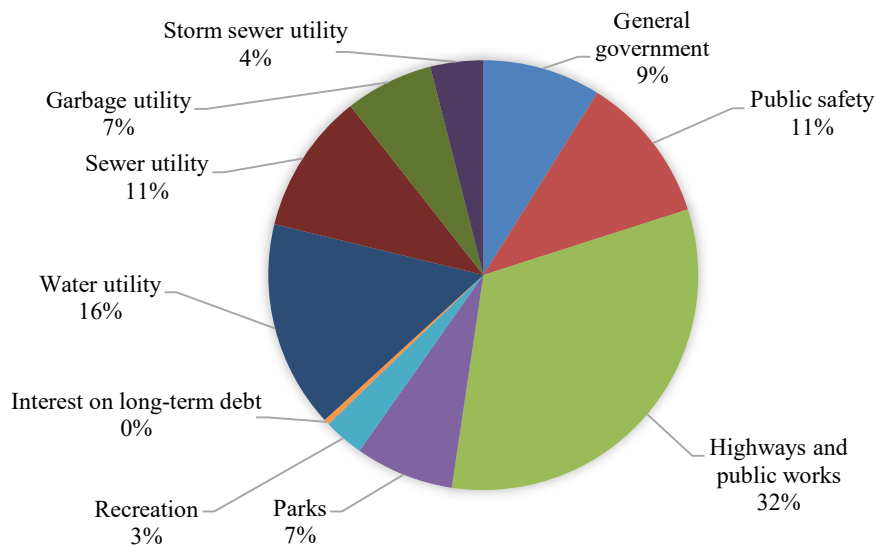
**GOVERNMENT TOTAL REVENUES**



Comparative Changes in Net Position (Continued)

	Governmental Activities		Business-type Activities		Total Activities		Total % Change From Prior Year
	2021	2020	2021	2020	2021	2020	
<b>Expenses:</b>							
General government	\$ 699,154	\$ 621,670	\$ -	\$ -	\$ 699,154	\$ 621,670	12.5%
Public safety	1,003,077	778,017	-	-	1,003,077	778,017	28.9%
Highways and public works	916,048	2,251,759	-	-	916,048	2,251,759	-59.3%
Parks	402,287	518,077	-	-	402,287	518,077	-22.3%
Recreation	228,401	212,763	-	-	228,401	212,763	7.3%
Interest on long-term debt	25,617	28,205	-	-	25,617	28,205	-9.2%
Water services	-	-	3,576,824	1,087,951	3,576,824	1,087,951	228.8%
Sewer services	-	-	837,567	740,054	837,567	740,054	13.2%
Garbage services	-	-	417,447	461,688	417,447	461,688	-9.6%
Storm sewer services	-	-	317,552	276,358	317,552	276,358	14.9%
<b>Total expenses</b>	<b>3,274,584</b>	<b>4,410,491</b>	<b>5,149,390</b>	<b>2,566,051</b>	<b>8,423,974</b>	<b>6,976,542</b>	<b>20.7%</b>
Change in net position before transfers	2,496,738	2,664,250	1,720,850	2,716,936	4,217,588	5,381,186	27.6%
<b>Change in net position</b>	<b>2,496,738</b>	<b>2,664,250</b>	<b>1,720,850</b>	<b>2,716,936</b>	<b>4,217,588</b>	<b>5,381,186</b>	<b>-21.6%</b>
Net position - beginning	17,638,932	14,974,682	19,451,068	16,734,132	37,090,000	31,708,814	17.0%
Net position - end of year	<u>\$ 20,135,670</u>	<u>\$ 17,638,932</u>	<u>\$ 21,171,918</u>	<u>\$ 19,451,068</u>	<u>\$ 41,307,588</u>	<u>\$ 37,090,000</u>	<u>11.4%</u>

**GOVERNMENT TOTAL EXPENDITURES/EXPENSES**





**SOUTH WEBER CITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)  
For the Year Ended June 30, 2021**

**GOVERNMENTAL AND BUSINESS-TYPE ACTIVITIES**

Governmental activities net position increased by \$2,496,738 for the year ended June 30, 2021. The major reason for the increase resulted from assets contributed to the City from developers, CARES Act funding, and increases in charges for services.

Business-type activities contributed an increase of \$1,720,850 in net position. The most significant reason for this increase in business-type activities is contributed assets from developers, and charges from services for water, sewer, and garbage utilities.

The City received \$54,647 in investment earnings and \$493,160 in impact fees during the year between governmental and business-type activities.

**FINANCIAL ANALYSIS OF SOUTH WEBER CITY'S FUNDS**

South Weber City's governmental funds provide information on the short-term resource inflows and outflows and account balances at the end of the fiscal year. The total fund balance is a measure of total available resources. The unrestricted portion of this total fund balance is a measure of the available spendable resources on June 30, 2021.

For the period ended June 30, 2021, the City's governmental funds reported combined fund balances in the amount of \$4,949,724. Of the total balance at year-end, \$580,788 is unassigned. The governmental funds also have portions of the fund balance restricted, committed and assigned for various reasons, i.e., class "C" road and impact fee funds.

The special revenue recreation fund has a fund balance of \$475,612 an increase of \$73,561 from the prior year mainly due to programs being reinstated that were cancelled because of COVID-19 restrictions in 2020. The capital projects fund has a fund balance of \$2,147,728, an increase of \$700,483 from the prior year, due to projects being postponed to fiscal year 2022.

The General Fund is the main operating fund for South Weber City. On June 30, 2021, the general fund's unassigned fund balance was \$580,788. Total fund balance of the general fund for South Weber City decreased by \$58,071. A useful measure of liquidity is to compare the unrestricted fund balance and the total fund balance to expenditures (including operating transfers out) for the year. Unassigned fund balance for general fund was 19% of total expenditures.

The City's proprietary funds statements provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position of the City's major proprietary funds totaled \$6,845,659. Discussions about the finances of these funds are addressed in the City's business-type activities.

**BUDGETARY HIGHLIGHTS**

The general fund was amended to recognize CARES Act revenue received from the State related to COVID 19. Overall, the general fund was under budgeted expenditures by \$214,841.

The special revenue recreation fund budget was not amended during the year, and actual expenditures were less than budgeted expenditures by \$31,672. The COVID-19 pandemic caused the cancellation of some recreation programs.

The capital projects fund budget was increased for additional planned projects, but ultimately the projects did not occur. Most significant was the Canyon Meadows Park West Project which did not commence until July 2021. This resulted in the actual expenditures in this fund to be \$1,532,755 less than the budgeted amounts.

The remaining special revenue funds budgeted expenditures did not see any significant increases besides transfers out to the general and capital projects funds as reimbursement of impact fee qualifying expenses in those funds.

The City had a joint project with the Department of Labor for the replacement of the water line at the Job Corp facility (DOL portion) and the East Bench Transmission line (city portion). The Job Corp project was completed in this fiscal

**SOUTH WEBER CITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)  
For the Year Ended June 30, 2021**

year and the city portion will be done in the 2022 fiscal year. This is reflected in the Water Fund. The Department of Labor paid the city to engineer, manage, and construct the Job Corp water line. The Water Fund balance and capital assets do not reflect an increase from the project as the infrastructure is owned by Job Corp. The Water Fund budget shows a onetime increase of \$2.2 million associated with the project.

**CAPITAL ASSET AND DEBT ADMINISTRATION**

South Weber City's investment in capital assets for its governmental and business type activities has a combined total of \$32,160,273 (net of \$15,904,041 accumulated depreciation) at June 30, 2021. Types of assets included in this category are land, buildings, improvements, vehicles, machinery, equipment, roads (including curb and gutter), streetlights, traffic signals, water, waste water, and sewer. The City's investment in net capital assets equals 68% of total assets.

Major capital asset activities are included in the following table:

Comparative Summary of Capital Assets							
	Governmental Activities		Business-type Activities		Total Activities		total % Change From Prior Year
	2021	2020	2021	2020	2021	2020	
Land and water rights	\$ 5,248,567	\$ 4,154,044	\$ -	\$ -	\$ 5,248,567	\$ 4,154,044	26.3%
Buildings	3,075,860	3,075,860	298,262	298,262	3,374,122	3,374,122	0.0%
Improvements other than buildings	15,301,618	14,585,552	22,049,303	20,735,422	37,350,921	35,320,974	5.7%
Vehicles	1,402,051	1,352,753	22,250	22,250	1,424,301	1,375,003	3.6%
Machinery and equipment	310,238	217,408	356,165	218,705	666,403	436,113	52.8%
Construction in process	-	-	-	384,131	-	384,131	100.0%
Less: Accumulated Depreciation	(9,437,056)	(8,679,463)	(6,466,985)	(5,863,726)	(15,904,041)	(14,543,189)	9.4%
<b>Net Book Value</b>	<b>\$ 15,901,278</b>	<b>\$ 14,706,154</b>	<b>\$ 16,258,995</b>	<b>\$ 15,795,044</b>	<b>\$ 32,160,273</b>	<b>\$ 30,501,198</b>	<b>5.4%</b>

On June 30, 2021 South Weber City's total debt amounted to \$3,329,997 of which \$2,740,997 was incurred by the City's business-type activities and the remaining \$589,000 was incurred by the City's governmental units. The City's debt consists of revenue bonds and is secured by specific revenue sources (i.e., sales taxes and water).

Additional information on South Weber City's capital assets and debt can be found in Notes 4 and 6 in the notes to the City's basic financial statements.

Comparative of Debt Outstanding							
	Governmental Activities		Business-type Activities		Total Activities		Total % Change From Prior Year
	2021	2020	2021	2020	2021	2020	
<b>Debt Outstanding</b>							
Revenue Bonds	\$ 589,000	\$ 680,000	\$ 2,740,997	\$ 2,858,552	\$ 3,329,997	\$ 3,538,552	-5.9%
<b>Total debt outstanding</b>	<b>\$ 589,000</b>	<b>\$ 680,000</b>	<b>\$ 2,740,997</b>	<b>\$ 2,858,552</b>	<b>\$ 3,329,997</b>	<b>\$ 3,538,552</b>	<b>-5.9%</b>

**ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES**

As of October 2021, the state unemployment rate was 2.2%, a decrease from 4.1% the previous year. Currently, South Weber City is experiencing moderate economic growth and has not been seriously impacted financially by the pandemic. Sales tax has remained strong during the pandemic as South Weber has benefited from the shift from brick-and-mortar sales to on-line sales. The City is expecting some additional subdivisions that could bring more property taxes into the City in future years since the land was previously farm property subject to the greenbelt provisions. In August 2019, the City held a Truth-in-Taxation hearing. Following the hearing the City Council approved a 99% increase in the property tax rate. South Weber City had not increased its property tax rate in over 40 years. The rates and fees for most services remained constant for fiscal year 2021 compared with fiscal year 2020.

**REQUEST FOR INFORMATION**

This financial report is designed to give its readers a general overview of the South Weber City's finances. Questions regarding any information contained in this report or requests for additional financial information should be addressed to South Weber City, 1600 East South Weber Drive, South Weber City, Utah 84405.

## **BASIC FINANCIAL STATEMENTS**

**SOUTH WEBER CITY**  
**STATEMENT OF NET POSITION**  
**June 30, 2021**

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
<b>Assets:</b>			
<b>Current Assets:</b>			
Cash and cash equivalents	\$ 3,595,517	\$ 5,654,671	\$ 9,250,188
Receivables:			
Property, franchise, and excise taxes	1,508,431	-	1,508,431
Accounts receivable	39,534	300,344	339,878
Other	-	998,288	998,288
Prepaid expenses	4,079	174,118	178,197
Restricted:			
Cash and cash equivalents	1,833,315	850,476	2,683,791
Receivables - Class "C" road funds	72,801	-	72,801
Capital assets not being depreciated:			
Land and water rights	5,248,567	-	5,248,567
Capital assets, net of accumulated depreciation:			
Buildings	1,827,289	164,042	1,991,331
Improvements other than buildings	7,901,923	15,849,451	23,751,374
Machinery and equipment	781,104	243,745	1,024,849
Vehicles	142,395	1,757	144,152
<b>Total Assets</b>	<u>22,954,955</u>	<u>24,236,892</u>	<u>47,191,847</u>
<b>Deferred Outflows of Resources</b>			
Deferred loss on refunding	24,263	69,295	93,558
Deferred outflows relating to pensions	81,853	24,449	106,302
<b>Total Deferred Outflows of Resources</b>	<u>106,116</u>	<u>93,744</u>	<u>199,860</u>
<b>Total Assets and Deferred Outflows of Resources</b>	<u>\$ 23,061,071</u>	<u>\$ 24,330,636</u>	<u>\$ 47,391,707</u>

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**STATEMENT OF NET POSITION (Continued)**  
**June 30, 2021**

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
<b>Liabilities:</b>			
Accounts payable	\$ 307,465	\$ 292,163	\$ 599,628
Accrued liabilities	72,150	7,039	79,189
Accrued interest	8,747	9,483	18,230
Unearned revenue	587,378	41,495	628,873
Restricted liabilities:			
Developer and customer deposits	66,748	720	67,468
Noncurrent liabilities:			
Due within one year	132,933	111,332	244,265
Due in more than one year	519,289	2,648,550	3,167,839
Net pension liability	19,794	5,913	25,707
<b>Total Liabilities</b>	<u>1,714,504</u>	<u>3,116,695</u>	<u>4,831,199</u>
<b>Deferred Inflows of Resources</b>			
Deferred revenue - property taxes	933,000	-	933,000
Deferred revenue - construction receivables	137,213	-	137,213
Deferred inflows relating to pensions	140,684	42,023	182,707
<b>Total Deferred Inflows of Resources</b>	<u>1,210,897</u>	<u>42,023</u>	<u>1,252,920</u>
<b>Net Position</b>			
Net investment in capital assets	15,336,541	13,517,998	28,854,539
Restricted for:			
Impact fees	782,133	808,261	1,590,394
Roads	469,857	-	469,857
Unrestricted	3,547,139	6,845,659	10,392,798
<b>Total Net Position</b>	<u>20,135,670</u>	<u>21,171,918</u>	<u>41,307,588</u>
<b>Total Liabilities, Deferred Inflows of Resources, and Net Position</b>	<u>\$ 23,061,071</u>	<u>\$ 24,330,636</u>	<u>\$ 47,391,707</u>

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended June 30, 2021**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
<b>Primary Government:</b>							
Government Activities							
General government	\$ 699,154	\$ 467,046	\$ -	\$ 489,151	\$ 257,043	\$ -	\$ 257,043
Public safety	1,003,077	52,978	240,598	286,666	(422,835)	-	(422,835)
Highways and public works	916,048	430,315	392,256	250,762	157,285	-	157,285
Parks	402,287	1,370	-	148,816	(252,101)	-	(252,101)
Recreation	228,401	217,932	-	59,214	48,745	-	48,745
Interest on long-term debt	25,617	-	-	-	(25,617)	-	(25,617)
Total Governmental Activities	3,274,584	1,169,641	632,854	1,234,609	(237,480)	-	(237,480)
Business-type Activities							
Water utility	3,576,824	4,137,318	-	204,970	-	765,464	765,464
Sewer utility	837,567	1,013,691	-	252,508	-	428,632	428,632
Garbage utility	417,447	500,257	-	-	-	82,810	82,810
Storm sewer utility	317,552	199,398	-	527,717	-	409,563	409,563
Total Business-type Activities	5,149,390	5,850,664	-	985,195	-	1,686,469	1,686,469
Total Government	\$ 8,423,974	\$ 7,020,305	\$ 632,854	\$ 2,219,804	(237,480)	1,686,469	1,448,989
<b>General Revenues:</b>							
					833,253	-	833,253
					417,267	-	417,267
					1,463,432	-	1,463,432
					20,266	34,381	54,647
<b>Transfers</b>							
					-	-	-
Total General Revenues and Transfers					2,734,218	34,381	2,768,599
Changes in Net Position							
					2,496,738	1,720,850	4,217,588
Net Position, Beginning							
					17,638,932	19,451,068	37,090,000
Net Position, Ending							
					\$ 20,135,670	\$ 21,171,918	\$ 41,307,588

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**June 30, 2021**

	General	Special Revenue Recreation Fund	Capital Projects Fund	Nonmajor Governmental Funds	Totals
<b>Assets</b>					
Cash and cash equivalents	\$ 321,277	\$ 481,218	\$ 2,163,989	\$ 629,033	\$ 3,595,517
Accounts receivable	-	-	-	39,534	39,534
Property, franchise, and excise tax receivable	1,298,676	-	-	-	1,298,676
Receivables, other	48,838	-	137,213	23,704	209,755
Prepays	4,079	-	-	-	4,079
Restricted assets:					
Cash and cash equivalents	983,212	-	67,970	782,133	1,833,315
Receivables - Class "C" road monies	72,801	-	-	-	72,801
<b>Total Assets</b>	<b>\$ 2,728,883</b>	<b>\$ 481,218</b>	<b>\$ 2,369,172</b>	<b>\$ 1,474,404</b>	<b>\$ 7,053,677</b>
<b>Liabilities</b>					
Accounts payable	\$ 87,020	\$ 1,439	\$ 16,261	\$ 202,744	\$ 307,464
Accrued liabilities	67,983	4,167	-	-	72,150
Unearned revenue	519,408	-	67,970	-	587,378
Restricted liabilities:					
Developer and customer deposits	66,748	-	-	-	66,748
<b>Total Liabilities</b>	<b>741,159</b>	<b>5,606</b>	<b>84,231</b>	<b>202,744</b>	<b>1,033,740</b>
<b>Deferred Inflows of Resources</b>					
Unavailable revenue - construction receivables	-	-	137,213	-	137,213
Unavailable revenue - property taxes	933,000	-	-	-	933,000
<b>Total Deferred Inflows of Resources</b>	<b>933,000</b>	<b>-</b>	<b>137,213</b>	<b>-</b>	<b>1,070,213</b>
<b>Fund Balances</b>					
Nonspendable					
Prepays	4,079	-	-	-	4,079
Restricted					
Class "C" roads	469,857	-	-	-	469,857
Impact fees	-	-	-	782,133	782,133
Assigned					
Capital projects	-	475,612	2,147,728	489,527	3,112,867
Unassigned	580,788	-	-	-	580,788
<b>Total Fund Balances</b>	<b>1,054,724</b>	<b>475,612</b>	<b>2,147,728</b>	<b>1,271,660</b>	<b>4,949,724</b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 2,728,883</b>	<b>\$ 481,218</b>	<b>\$ 2,369,172</b>	<b>\$ 1,474,404</b>	<b>\$ 7,053,677</b>

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL**  
**FUNDS TO THE STATEMENT OF NET POSITION**  
**June 30, 2021**

Amounts reported for governmental activities in the statement of net position are different because:

<b>Total fund balance - governmental funds</b>	\$	4,949,724
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		15,901,278
Deferred outflows of resources relating to refunding are not financial resources and, therefore, are not reported in the funds.		24,263
Long-term liabilities, including bond payable, and compensated absences are not due and payable in the current period and therefore are not recorded in the funds.		(652,222)
Accrued interest expense is not due and payable in the current period and therefore is not recorded in the funds.		(8,748)
Pension assets and liabilities along with the corresponding deferred inflows and outflows are not collectable or payable in the current period and therefore are not recorded in the funds.		(78,625)
<b>Net position - governmental activities</b>	<b>\$</b>	<b><u>20,135,670</u></b>

The notes to the basic financial statements are an integral part of this statement.



**SOUTH WEBER CITY**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND**  
**BALANCES – GOVERNMENTAL FUNDS**  
**For the Year Ended June 30, 2021**

	General	Special Revenue Recreation Fund	Capital Projects Fund	Nonmajor Governmental Funds	Totals
<b>Revenues</b>					
General property taxes	\$ 833,253	\$ -	\$ -	\$ -	\$ 833,253
Sales, use, and excise taxes	838,624	-	500,001	124,807	1,463,432
Franchise taxes	417,267	-	-	-	417,267
Impact fees	-	-	-	469,080	469,080
Licenses	325,653	-	-	-	325,653
Fines	100,504	-	-	-	100,504
Charges for services	144,118	217,932	-	430,315	792,365
Interest income	5,406	2,088	6,907	5,867	20,268
Intergovernmental	476,626	-	276,378	80,000	833,004
Contributions	-	-	489,151	76,228	565,379
Miscellaneous revenue	40,889	-	-	-	40,889
<b>Total Revenues</b>	<b>3,182,340</b>	<b>220,020</b>	<b>1,272,437</b>	<b>1,186,297</b>	<b>5,861,094</b>
<b>Expenditures</b>					
Current:					
General government	826,766	-	-	-	826,766
Public safety	906,311	-	-	-	906,311
Public works	599,207	-	-	549,077	1,148,284
Parks	302,975	-	-	-	302,975
Recreation	-	194,303	-	-	194,303
Capital expenditures	-	-	1,199,245	-	1,199,245
Debt service:					
Principal	25,480	65,520	-	-	91,000
Interest and fiscal charges	6,420	16,505	-	-	22,925
<b>Total Expenditures</b>	<b>2,667,159</b>	<b>276,328</b>	<b>1,199,245</b>	<b>549,077</b>	<b>4,691,809</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	515,181	(56,308)	73,192	637,220	1,169,285
<b>Other Financing Sources (Uses)</b>					
Transfer in	10,495	129,869	627,291	-	767,655
Transfer out	(430,000)	-	-	(337,655)	(767,655)
<b>Total Other Financing Sources (Uses)</b>	<b>(419,505)</b>	<b>129,869</b>	<b>627,291</b>	<b>(337,655)</b>	<b>-</b>
Net Change in Fund Balances	95,676	73,561	700,483	299,565	1,169,285
Fund Balance, Beginning	959,048	402,051	1,447,245	972,095	3,780,439
Fund Balance, Ending	<b>\$ 1,054,724</b>	<b>\$ 475,612</b>	<b>\$ 2,147,728</b>	<b>\$ 1,271,660</b>	<b>\$ 4,949,724</b>

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND**  
**CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended June 30, 2021**

Amounts reported for governmental activities in the statement of activities are different because:

<b>Net change in fund balances - total governmental funds</b>	\$ 1,169,285
Governmental funds have reported capital outlays, past and present, as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	(761,062)
Governmental funds report current capital outlays as expenditures. However, these expenditures are reported as capital assets in the statement of net position.	1,965,783
Government funds have proceeds from the sale of assets as revenue. However, in the statement of activities it reports the gain or loss on the sale of assets.	(9,597)
Repayment of bond principal is an expenditure in the funds, but the repayment reduces long-term liabilities in the statement of net position.	91,000
The amortization of deferred outflows relating to bond refunding loss is not recorded in the governmental funds.	(4,044)
In the statement of activities, accrued interest on debt is recorded.	1,351
The accumulation of accrued leave does not require the use of current financial resources and therefore is not recorded as an expenditure in the Governmental Funds.	(10,560)
Changes in the pension asset and liability accounts are not recorded in the funds rather they are recorded in the statement of activities	54,582
<b>Change in net position - governmental activities</b>	<u><u>\$ 2,496,738</u></u>

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**STATEMENT OF NET POSITION – PROPRIETARY FUNDS**  
**June 30, 2021**

	Water Utility Fund	Sewer Utility Fund	Garbage Utility Fund	Storm Sewer Utility Fund	Total Proprietary Funds
<b>Assets:</b>					
<b>Current Assets:</b>					
Cash and cash equivalents	\$ 1,495,511	\$ 3,345,572	\$ 471,503	\$ 342,085	\$ 5,654,671
Accounts receivable	147,966	86,716	46,947	18,715	300,344
Other receivables	998,288	-	-	-	998,288
Prepaid expenses	174,118	-	-	-	174,118
Restricted cash and cash equivalents	91,385	717,596	-	41,495	850,476
<b>Total Current Assets</b>	<b>2,907,268</b>	<b>4,149,884</b>	<b>518,450</b>	<b>402,295</b>	<b>7,977,897</b>
<b>Noncurrent Assets:</b>					
Property and equipment					
Buildings	298,262	-	-	-	298,262
Improvements, other than buildings	9,298,234	6,850,434	-	5,900,635	22,049,303
Machinery and equipment	356,165	-	-	-	356,165
Vehicles	22,250	-	-	-	22,250
Less: Accumulated depreciation	(2,643,570)	(2,137,266)	-	(1,686,149)	(6,466,985)
<b>Total property and equipment</b>	<b>7,331,341</b>	<b>4,713,168</b>	<b>-</b>	<b>4,214,486</b>	<b>16,258,995</b>
<b>Total Noncurrent Assets</b>	<b>7,331,341</b>	<b>4,713,168</b>	<b>-</b>	<b>4,214,486</b>	<b>16,258,995</b>
<b>Total Assets</b>	<b>10,238,609</b>	<b>8,863,052</b>	<b>518,450</b>	<b>4,616,781</b>	<b>24,236,892</b>
<b>Deferred Outflows of Resources:</b>					
Deferred loss on refunding	69,295	-	-	-	69,295
Deferred outflows relating to pensions	11,693	8,504	-	4,252	24,449
<b>Total Deferred Outflows of Resources</b>	<b>80,988</b>	<b>8,504</b>	<b>-</b>	<b>4,252</b>	<b>93,744</b>
<b>Total Assets and Deferred Outflows of Resources</b>	<b>\$ 10,319,597</b>	<b>\$ 8,871,556</b>	<b>\$ 518,450</b>	<b>\$ 4,621,033</b>	<b>\$ 24,330,636</b>
<b>Liabilities:</b>					
<b>Current Liabilities:</b>					
Accounts payable	\$ 123,220	\$ 132,606	\$ 33,865	\$ 2,472	\$ 292,163
Accrued liabilities	2,919	2,909	82	1,129	7,039
Accrued interest	9,483	-	-	-	9,483
Unearned revenue	-	-	-	41,495	41,495
Restricted liabilities:					
Developer and customer deposits	720	-	-	-	720
Current portion of compensated absences	7,619	1,971	93	1,649	11,332
Current portion of bonds payable	100,000	-	-	-	100,000
<b>Total Current Liabilities</b>	<b>243,961</b>	<b>137,486</b>	<b>34,040</b>	<b>46,745</b>	<b>462,232</b>
<b>Noncurrent Liabilities:</b>					
Compensated absences	5,079	1,314	61	1,099	7,553
Bonds payable	2,640,997	-	-	-	2,640,997
Net pension liability	2,828	2,057	-	1,028	5,913
<b>Total Noncurrent Liabilities</b>	<b>2,648,904</b>	<b>3,371</b>	<b>61</b>	<b>2,127</b>	<b>2,654,463</b>
<b>Total Liabilities</b>	<b>2,892,865</b>	<b>140,857</b>	<b>34,101</b>	<b>48,872</b>	<b>3,116,695</b>
<b>Deferred Inflows of Resources:</b>					
Deferred inflows relating to pensions	20,098	14,617	-	7,308	42,023
	20,098	14,617	-	7,308	42,023
<b>Net Position:</b>					
Net investment in capital assets	4,590,344	4,713,168	-	4,214,486	13,517,998
Restricted:					
Impact fees	90,665	717,596	-	-	808,261
Unrestricted	2,725,625	3,285,318	484,349	350,367	6,845,659
<b>Total Net Position</b>	<b>7,406,634</b>	<b>8,716,082</b>	<b>484,349</b>	<b>4,564,853</b>	<b>21,171,918</b>
<b>Total Liabilities, Deferred Inflows, and Net Position</b>	<b>\$ 10,319,597</b>	<b>\$ 8,871,556</b>	<b>\$ 518,450</b>	<b>\$ 4,621,033</b>	<b>\$ 24,330,636</b>

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN**  
**FUND NET POSITION – PROPRIETARY FUNDS**  
**For the Year Ended June 30, 2021**

	Water Utility Fund	Sewer Utility Fund	Garbage Utility Fund	Storm Sewer Utility Fund	Total Proprietary Funds
<b>Operating Revenues:</b>					
Sales and charges for services	\$ 1,624,539	\$ 1,013,691	\$ 500,257	\$ 199,398	\$ 3,337,885
Charges for construction services - DOL	2,512,451	-	-	-	2,512,451
Total Operating Revenues	<u>4,136,990</u>	<u>1,013,691</u>	<u>500,257</u>	<u>199,398</u>	<u>5,850,336</u>
<b>Operating Expenses:</b>					
Personnel services	183,234	147,330	31,708	62,683	424,955
Supplies	566,748	20,252	379,091	31,205	997,296
Purchased services	28,290	508,183	6,648	34,673	577,794
Capital outlay	-	15,000	-	-	15,000
Construction services - DOL	2,411,016	-	-	-	2,411,016
Depreciation and amortization	271,838	146,802	-	188,991	607,631
Total operating expenses	<u>3,461,126</u>	<u>837,567</u>	<u>417,447</u>	<u>317,552</u>	<u>5,033,692</u>
Operating income	<u>675,864</u>	<u>176,124</u>	<u>82,810</u>	<u>(118,154)</u>	<u>816,644</u>
<b>Nonoperating revenue (expense):</b>					
Interest income	11,916	18,705	2,246	1,514	34,381
Gain (loss) on disposal of assets	(9,428)	-	-	-	(9,428)
Other income	328	-	-	-	328
Interest expense	(106,270)	-	-	-	(106,270)
Total nonoperating revenues (expenses)	<u>(103,454)</u>	<u>18,705</u>	<u>2,246</u>	<u>1,514</u>	<u>(80,989)</u>
Income (loss) before capital contributions and transfers	<u>572,410</u>	<u>194,829</u>	<u>85,056</u>	<u>(116,640)</u>	<u>735,655</u>
<b>Capital Contributions:</b>					
Grants and other contributions	111,668	38,398	-	472,522	622,588
Impact fee income	93,302	214,110	-	55,195	362,607
Total Capital Contributions	<u>204,970</u>	<u>252,508</u>	<u>-</u>	<u>527,717</u>	<u>985,195</u>
Change in net position	777,380	447,337	85,056	411,077	1,720,850
Net position, beginning	<u>6,629,254</u>	<u>8,268,745</u>	<u>399,293</u>	<u>4,153,776</u>	<u>19,451,068</u>
Net position, ending	<u>\$ 7,406,634</u>	<u>\$ 8,716,082</u>	<u>\$ 484,349</u>	<u>\$ 4,564,853</u>	<u>\$ 21,171,918</u>

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**STATEMENT OF CASH FLOWS – PROPRIETARY FUNDS**  
**For the Year Ended June 30, 2021**

	Water Utility Fund	Sewer Utility Fund	Garbage Utility Fund	Storm Sewer Utility Fund	Total Proprietary Funds
<b>Cash Flows From Operating Activities</b>					
Receipts from customers and users	\$ 710,644	\$ 998,055	\$ 497,970	\$ 296,571	\$ 2,503,240
Receipts from construction services - DOL	2,512,451	-	-	-	2,512,451
Payments to suppliers and service providers	(610,391)	(458,598)	(421,452)	(169,438)	(1,659,879)
Payments to suppliers and service providers - DOL	(2,411,016)	-	-	-	(2,411,016)
Payments to employees and related benefits	(187,803)	(153,725)	(33,535)	(67,116)	(442,179)
<b>Net cash flows from operating activities</b>	<b>13,885</b>	<b>385,732</b>	<b>42,983</b>	<b>60,017</b>	<b>502,617</b>
<b>Cash Flows From Capital and Related Financing Activities</b>					
Acquisition and construction of capital assets	(483,879)	-	-	-	(483,879)
Principal paid on bonds and leases	(100,000)	-	-	-	(100,000)
Interest Paid	(91,890)	-	-	-	(91,890)
Impact fees received	93,302	214,110	-	55,702	363,114
<b>Net cash flows from capital and related financing activities</b>	<b>(582,467)</b>	<b>214,110</b>	<b>-</b>	<b>55,702</b>	<b>(312,655)</b>
<b>Cash Flows From Investing Activities</b>					
Interest on deposits	11,916	18,705	2,246	1,514	34,381
<b>Net cash flows from investing activities</b>	<b>11,916</b>	<b>18,705</b>	<b>2,246</b>	<b>1,514</b>	<b>34,381</b>
<b>Net Increase (Decrease) In Cash and Cash Equivalents</b>	<b>(556,666)</b>	<b>618,547</b>	<b>45,229</b>	<b>117,233</b>	<b>224,343</b>
<b>Cash and Cash Equivalents, Beginning</b>	<b>2,143,562</b>	<b>3,444,621</b>	<b>426,274</b>	<b>266,347</b>	<b>6,280,804</b>
<b>Cash and Cash Equivalents, Ending</b>	<b>\$ 1,586,896</b>	<b>\$ 4,063,168</b>	<b>\$ 471,503</b>	<b>\$ 383,580</b>	<b>\$ 6,505,147</b>
<b>Reconciliation of operating income to net cash flows from operating activities</b>					
Operating income (loss)	\$ 675,864	\$ 176,124	\$ 82,810	\$ (118,154)	\$ 816,644
Adjustments to reconcile operating income to net cash flows from operating activities:					
Depreciation expense	271,838	146,802	-	188,991	607,631
(Increase) Decrease in accounts receivables	(928)	(15,636)	(2,287)	(732)	(19,583)
(Increase) Decrease in other accounts receivables	176,252	-	-	97,905	274,157
(Increase) Decrease in prepaids	(16,277)	-	-	-	(16,277)
(Increase) Decrease in deferred outflows related to pension	607	(2,827)	946	479	(795)
Increase (Decrease) in accounts payable	3,240	83,902	(35,277)	(103,972)	(52,107)
Increase (Decrease) in accrued liabilities	(2,316)	935	(436)	412	(1,405)
Increase (Decrease) in compensated absences	7,288	(3,908)	(50)	363	3,693
Increase (Decrease) in net pension liability	(18,760)	(7,907)	(1,661)	(7,275)	(35,603)
Increase (Decrease) in deferred inflows related to pension	6,296	8,247	(1,062)	2,000	15,481
Increase (Decrease) in deferred inflows	(1,089,219)	-	-	-	(1,089,219)
<b>Net cash flows from operating activities</b>	<b>\$ 13,885</b>	<b>\$ 385,732</b>	<b>\$ 42,983</b>	<b>\$ 60,017</b>	<b>\$ 502,617</b>
Schedule of Non-cash capital and Related Financing Activity:					
Non-cash contribution of assets from developers	\$ 111,668	\$ 38,398	\$ -	\$ 472,522	\$ 622,588

The notes to the basic financial statements are an integral part of this statement.

## SOUTH WEBER CITY NOTES TO FINANCIAL STATEMENTS

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

South Weber City (City) was incorporated on August 1, 1936. The City operates under a mayor-council form of government and provides the following services as authorized by its charter: public safety, highways and streets, parks, recreation, planning and zoning, water, sewer, storm sewer, and general administrative. The financial statements of South Weber City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies.

(A) The Reporting Entity

For financial reporting purposes, the reporting entity includes all funds, agencies, and authorities for which the City holds corporate powers, and all component units for which the City is financially accountable. GASB has established criteria to consider in determining financial accountability. The criteria are: appointment of a majority of the voting members of an organization's governing board and, either (1) the City has the ability to impose its will on the organization or, (2) there is potential for the organization to provide specific financial benefits, or impose specific financial burdens on, the City. The City currently does not have any component units.

(B) Government-Wide and Fund Financial Statements

The Statement of Net Positions presents the City's assets and liabilities, with the difference reported as net position. Net positions are restricted when constraints placed upon them are either externally imposed or are imposed by constitutional provisions or enabling legislation. The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable within a specific function. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function; and 2) grants and contributions that are restricted to meeting the operation or capital requirements of a particular function. Taxes and other revenues not meeting the definition of program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

(C) Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The use of financial resources to acquire capital assets are reported as assets in the government-wide financial statements, whereas those financial resources are reported as expenditures in the governmental fund financial statements. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, whereas they are reported as another financing source in the governmental fund financial statements. Amounts paid to reduce long-term debt in the government-wide financial statements are reported as a reduction of the related liability, whereas the amounts paid are reported as expenditures in the governmental fund statements.

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

(C) Measurement Focus and Basis of Accounting (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter (generally within sixty days) to pay liabilities of the current period. Expenditures are generally recorded when a liability is incurred, as under the accrual method of accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments are recorded when payment is due.

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows, liabilities, deferred inflows, revenues, fund balance, revenues, and expenditures or expenses as appropriate.

The City reports the following major governmental funds:

General Fund - The General Fund is used to account for all financial resources of the City not accounted for by a separate, specialized fund.

Recreation Fund - Special Revenue Fund is used to account for the sports and recreation functions of the City.

Capital Projects Fund- The Capital Projects Fund is used to account for financial resources used for the acquisition or construction of major capital improvements (other than those financed by proprietary funds).

The City reports the following major enterprise funds:

Water Utility Fund - is used to account for the water services provided.

Sewer Utility Fund – is used to account for the sewer services provided.

Garbage Utility Fund – is used to account for the garbage services provided.

Storm Sewer Utility Fund – is used to account for the storm sewer services provided.

As a general rule the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments to the General Fund by the Enterprise Funds for providing administrative, billing, and repair services for such funds. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operation. The principal operating revenues of the enterprise funds are charges to customers of the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

(D) Budgets

Annual budgets are prepared and adopted before June 22 for the fiscal year commencing the following July 1, in accordance with the Uniform Fiscal Procedures Act for Utah Cities. State law requires budgeted revenues to equal budgeted expenditures, and legal control is exercised at the department level. Once a budget has been adopted, it remains in effect until it has been formally revised. Budgets for the general fund, special revenue, and capital projects funds are legally required, prepared and adopted on the modified accrual basis of accounting. Therefore, no reconciliation between budgetary schedules and the GAAP statements is required.

The Budgetary Comparison schedules presented in this section of the report are for the City's general fund and major special revenue funds. Original budgets represent the revenue estimates and spending authority authorized by the City Council prior to July 1. Final budgets represent the original budget amounts plus any amendments made to the budget during the year by the City Council through formal resolution. Final budgets do not include unexpended balances from the prior year because such balances automatically lapse to unreserved fund balance at the end of each year.

Utah State allows for any undesignated fund balances in excess of 5% of total revenue of the general fund to be utilized for budget purposes. The law also allows for the accumulation of a fund balance in the general fund in an amount equal to 35% of the total estimated revenue of the general fund. In the event that the fund balance, at the end of the fiscal year, is in excess of that allowed, the City has one year to determine an appropriate use and then the excess must be included as an available resource in the general fund budget.

(E) Taxes

In connection with budget adoption, an annual tax ordinance establishing the tax rate is adopted before June 22 and the City Recorder is to certify the tax rate to the County Auditor before June 22. Budgets for the general, special revenue, debt service and capital projects funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). The above procedures are authorized by the Utah Code Sections 10-6-109 through 10-6-135.

All property taxes levied by the City are assessed and collected by Davis County. Taxes are attached as an enforceable lien as of January 1, are levied as of October 1, and are due November 30; any delinquent taxes are subject to a penalty. Unless the delinquent taxes and penalties are paid before January 15, a lien is attached to the property, and the amount of taxes and penalties bears interest from January 1 until paid. If after five years, delinquent taxes have not been paid, the County sells the property at a tax sale. Tax collections are remitted to the City from the County on a monthly basis.

(F) Capital Assets

Capital assets, which include land, buildings, property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$10,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.



**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

(F) Capital Assets (Continued)

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Capital assets are carried at cost or estimated historical cost. Depreciation of these assets is computed by use of the straight-line method over their estimated useful lives as follows:

Buildings	30-40 years
Improvements, other than buildings	5-40 years
Machinery and equipment, including leased property under capital leases	5-20 years
Infrastructure roads, signals, lights, and bridges	25-40 years
Water and sewer lines	20-100 years
Vehicles	5-10 years

(G) Long-Term Obligation

In the government-wide financial statements and proprietary fund types, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

(H) Equity Classifications

Equity is classified in the government-wide financial statements as net position and is displayed in three components:

- a. Net investment in capital assets - consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted net position - consists of net positions with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position - All other net position that do not meet the definition of "restricted" or "net investment in capital assets."

In the fund financial statements, governmental fund equity is classified as fund balance. Fund balance is further classified as Nonspendable, Restricted, Committed, Assigned or Unassigned.

Nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact.

Restricted fund balance classifications are restricted by enabling legislation. Also reported if, (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance classification includes those funds that can only be used for specific purposes pursuant to constraints imposed by formal action of the governments highest level of decision-making authority, the City Council. Fund balance commitments can only be removed or changed by the same type of action (for example, resolution) of the City Council.

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

(H) Equity Classifications (Continued)

Assigned fund balance classifications include amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed. The City Council authorizes such assignments. Also includes all remaining amounts that are reported in governmental funds, other than the general fund that are not classified as nonspendable, restricted nor committed or in the General Fund, that are intended to be used for specific purposes.

Unassigned fund balance classification is the residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund.

When both restricted and unrestricted resources are available for use, it is the City's policy to use the budget process to determine when restricted resources will be used. Although restricted resources may be available for an eligible expenditure, other resources may be used if the city considers a different expenditure would be a more appropriate use of the restricted resources. It is the City's policy to generally use committed funds first then assigned funds and lastly use unassigned funds when all are available for use in satisfying the expenditure. Exceptions to this may be made during the budget process.

Proprietary Fund equity is classified the same as in the government-wide statements.

(I) Cash and Cash Equivalents

The City considers all cash and investments with original maturities of three months or less to be cash and cash equivalents. For the purpose of the statement of cash flows, cash and cash equivalents are defined as the cash and cash equivalent accounts and the restricted cash and cash equivalents accounts.

Cash includes amounts in demand deposits as well as short-term investments with a maturity date of three months or less when acquired by the City.

(J) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

(K) Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City reports deferred outflows of resources for the following items: deferred loss on refunding of debt, and items relating to the City's pension plans with the Utah Retirement Systems (URS).

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The governmental funds report unavailable revenue from one source: property taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In addition to this, the City reports deferred inflows of resources relating to the City's pension plans with the URS.

**SOUTH WEBER CITY  
NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

(L) Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) and additions to/ deductions from URS's fiduciary net position have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported fair value.

(M) Prepaid

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

**NOTE 2 CASH AND INVESTMENTS**

The City maintains a cash and investment pool that is available for use by all funds. Cash includes amounts in demand deposits, a municipal money market account, and the Utah State Treasurer's investment pool (PTIF) which are considered demand deposits. All cash, demand deposits, money market accounts, and PTIF funds, are considered cash and cash equivalents.

Deposits and investments for the City are governed by the Utah Money Management Act (*Utah Code Annotated*, Title 51, Chapter 7, "the Act") and by rules of the Utah Money Management Council ("the Council"). Following are discussions of the City's exposure to various risks related to its cash management activities.

*Custodial credit risk – deposits* is the risk that in the event of bank failure, the City's deposits may not be recovered. The City's policy for managing custodial credit risk is to adhere to the Money Management Act. The Act requires all deposits of the City to be in a *qualified depository*, defined as any financial institution whose deposits are insured by an agency of the federal government and which has been certified by the Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Money Management Council. As of June 30, 2021, \$736,696 of the City's bank balances of \$991,663 (excluding PTIF) was uninsured and uncollateralized.

*Credit risk* is the risk that the counterparty to an investment will not fulfill its obligations. The City's policy for limiting the credit risk of investments is to comply with the Money Management Act. The Act requires investment transactions to be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities. Permitted investments include deposits of qualified depositories; repurchase agreements; commercial paper that is classified as "first-tier" by two nationally recognized statistical rating organizations, one of which must be Moody's Investor Services or Standard & Poors; banker acceptances; obligations of the U.S. Treasury and U.S. government sponsored enterprises; bonds and notes of political subdivisions of the State of Utah; fixed rate corporate obligations and variable rate securities rated "A" or higher by two nationally recognized statistical rating organizations as defined in the Act.

The City is authorized to invest in the Utah Public Treasurer's Investment Fund (PTIF) which is a voluntary external pooled investment fund managed by the Utah State Treasurer's Office and subject to the Act and Council requirements. The PTIF is not registered with the SEC as an investment company, is not rated, and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to participants on an amortized cost basis. The income, gains and losses, net of administration fees, of the PTIF are allocated based upon the participants' average daily balances.

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 2 CASH AND INVESTMENTS**

The City measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets.
- *Level 2:* Observable inputs other than quoted market prices.
- *Level 3:* Unobservable inputs.

For the year ended June 30, 2021, the City had cash balances of \$11,209,120 deposited in the PTIF. The fair value of the PTIF is \$11,252,118. The City has elected to report the PTIF balances at cost as it approximates fair value.

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The City's investment in the PTIF has no concentration of credit risk as the PTIF is an external investment pool managed by the Utah State Treasurer.

Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an investment. The City has no formal policy regarding interest rate risk. The City manages its exposure to declines in fair value by investing mainly in the PTIF and by adhering to the Money Management Act. The Act requires that the remaining term to maturity may not exceed the period of availability of the funds to be invested. The Act further limits the remaining term to maturity of commercial paper to 270 days or less and fixed rate negotiable deposits and corporate obligations to 365 days or less.

Following are the City's cash on hand and on deposit at June 30, 2021:

	<u>Carrying Amount</u>
<b>Cash on hand and on deposit:</b>	
Cash on hand	\$ 1,700
Cash on deposit	723,159
Utah State Treasurer's investment pool accounts	<u>11,209,120</u>
<b>Total cash on hand and deposit</b>	<u><u>\$ 11,933,979</u></u>

**NOTE 3 RESTRICTED ASSETS**

Certain assets are restricted to use for the following purposes as of June 30, 2021:

Performance bonds	\$ 67,468
Class "C" road funds	469,857
Unspent donations	67,970
Developer deposits	560,903
Impact fees	<u>1,590,394</u>
Restricted assets	<u><u>\$ 2,756,592</u></u>

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 4 CAPITAL ASSETS**

A summary of changes in capital assets for the year ended June 30, 2021, is as follows:

	<b>Balance</b> <b>June 30, 2020</b>	<b>Additions</b>	<b>Deletions</b>	<b>Balance</b> <b>June 30, 2021</b>
<b>Governmental Activities</b>				
<b>Capital assets, not being depreciated</b>				
Land	\$ 4,154,044	\$ 1,094,523	\$ -	\$ 5,248,567
Construction in process	-	-	-	-
<b>Total capital assets, not being depreciated</b>	<b>4,154,044</b>	<b>1,094,523</b>	<b>-</b>	<b>5,248,567</b>
<b>Capital assets, being depreciated</b>				
Buildings	3,075,860	-	-	3,075,860
Improvements other than buildings	14,585,552	729,132	(13,066)	15,301,618
Equipment	217,408	92,830	-	310,238
Vehicles	1,352,753	49,298	-	1,402,051
<b>Total capital assets, being depreciated</b>	<b>19,231,573</b>	<b>871,260</b>	<b>(13,066)</b>	<b>20,089,767</b>
<b>Less accumulated depreciation for</b>				
Buildings	(1,187,050)	(61,521)	-	(1,248,571)
Improvements other than buildings	(6,867,480)	(535,684)	3,469	(7,399,695)
Equipment	(141,095)	(26,748)	-	(167,843)
Vehicles	(483,838)	(137,109)	-	(620,947)
<b>Total accumulated depreciation</b>	<b>(8,679,463)</b>	<b>(761,062)</b>	<b>3,469</b>	<b>(9,437,056)</b>
<b>Total capital assets, being depreciated, net</b>	<b>10,552,110</b>	<b>110,198</b>	<b>(9,597)</b>	<b>10,652,711</b>
<b>Governmental activities capital assets, net</b>	<b>\$ 14,706,154</b>	<b>\$ 1,204,721</b>	<b>\$ (9,597)</b>	<b>\$ 15,901,278</b>

The Business-type Activities property, plant and equipment consist of the following on June 30, 2021:

	<b>Balance</b> <b>June 30, 2020</b>	<b>Additions</b>	<b>Deletions</b>	<b>Balance</b> <b>June 30, 2021</b>
<b>Business-type Activities</b>				
<b>Capital assets, not being depreciated</b>				
Construction in process	\$ 384,130	\$ -	\$ (384,130)	\$ -
<b>Total capital assets, not being depreciated</b>	<b>384,130</b>	<b>-</b>	<b>(384,130)</b>	<b>-</b>
<b>Capital assets, being depreciated</b>				
Buildings	298,262	-	-	298,262
Improvements other than buildings	20,735,422	1,313,881	-	22,049,303
Equipment	218,705	151,260	(13,800)	356,165
Vehicles	22,250	-	-	22,250
<b>Total capital assets, being depreciated</b>	<b>21,274,639</b>	<b>1,465,141</b>	<b>(13,800)</b>	<b>22,725,980</b>
<b>Less accumulated depreciation for</b>				
Buildings	(126,763)	(7,457)	-	(134,220)
Improvements other than buildings	(5,627,844)	(572,008)	-	(6,199,852)
Equipment	(93,076)	(23,716)	4,372	(112,420)
Vehicles	(16,043)	(4,450)	-	(20,493)
<b>Total accumulated depreciation</b>	<b>(5,863,726)</b>	<b>(607,631)</b>	<b>4,372</b>	<b>(6,466,985)</b>
<b>Total capital assets, being depreciated, net</b>	<b>15,410,913</b>	<b>857,510</b>	<b>(9,428)</b>	<b>16,258,995</b>
<b>Business-type activities capital assets, net</b>	<b>\$ 15,795,043</b>	<b>\$ 857,510</b>	<b>\$ (393,558)</b>	<b>\$ 16,258,995</b>

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 4 CAPITAL ASSETS (Continued)**

Depreciation expense was charged to functions/programs for the year ended June 30, 2021 as follows:

<b>Governmental Activities</b>	
General government	\$ 27,062
Public safety	66,659
Highways and public works	530,694
Parks	98,540
Recreation	38,107
	<u>761,062</u>
Total depreciation expense - governmental activities	<u>\$ 761,062</u>
<b>Business-type Activities</b>	
Water services	\$ 271,838
Sewer services	146,802
Storm sewer services	188,991
	<u>607,631</u>
Total depreciation expense - business-type activities	<u>\$ 607,631</u>
Combined depreciation expense	<u>\$ 1,368,693</u>

**NOTE 5 COMPENSATED ABSENCES**

Accumulated unpaid vacation, compensatory leave pay and other employee benefit amounts are accrued when incurred in proprietary funds (using the accrual basis of accounting). The total compensated absences liability is reported in the government wide financial statements as long-term debt in accordance with the Governmental Accounting Standards. Based on historical estimates, the City estimates that \$49,265 of the compensated absences balance will be due in the next year. The General fund and the Proprietary funds typically liquidates the liability for compensated absences.

**NOTE 6 LONG-TERM LIABILITIES**

The following is summary of long-term debt transactions of the City for the year ended June 30, 2021:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due within One Year</u>
<b>Governmental Activities</b>					
Sales Tax Revenue Bond, Series 2012	\$ 680,000	\$ -	\$ (91,000)	\$ 589,000	\$ 95,000
Total governmental bonds payable	680,000			589,000	95,000
Compensated absences	52,662	42,157	(31,597)	63,222	37,933
Net pension liability	124,544	-	(104,750)	19,794	-
<b>Total governmental long-term liabilities</b>	<u>\$ 857,206</u>	<u>\$ 42,157</u>	<u>\$ (136,347)</u>	<u>\$ 672,016</u>	<u>\$ 132,933</u>

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 6 LONG-TERM LIABILITIES (Continued)**

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due within One Year</u>
<b>Business-type Activities</b>					
Water Revenue Refunding, Series 2017	\$ 2,525,000	\$ -	\$ (100,000)	2,425,000	\$ 100,000
Bond Premium, Series 2017	333,552	-	(17,555)	315,997	-
Total business-type bonds payable	2,858,552			2,740,997	100,000
Compensated absences	15,192	12,808	(9,115)	18,885	11,332
Net pension liability	41,516	-	(35,603)	5,913	-
<b>Total business-type long-term liabilities</b>	<u>\$ 2,915,260</u>	<u>\$ 12,808</u>	<u>\$ (44,718)</u>	<u>\$ 2,765,795</u>	<u>\$ 111,332</u>

The two revenue bonds are direct placement revenue bonds and contain a significant default provision wherein if the City does not pay the scheduled principal and interest payments the bondholder may require the City to increase rates sufficient to comply with the bond requirements or may petition the court to appoint a receiver. In addition, the bonds have an acceleration clause wherein upon default the bonds shall bear an interest at the rate of 18% until the default is cured.

The City does not have any unused lines of credit.

Sales Tax Revenue Refunding Bonds, Series 2012

The Sales Tax Revenue Refunding Bonds, Series 2012 were issued in February 2012. Original issuance amount of \$1,312,000 and carry interest at 2.970%. Interest payments are due semi-annually in January and July, with principal payments due annually in January, and mature in January 2027. The Sales Tax Revenue Refunding Bonds, Series 2012 were issued to refund a portion of the Sales Tax Revenue Bonds, Series 2004. Bonds are secured by sales tax revenues.

The annual debt service requirements to maturity, including principal and interest, for the Sales Tax Revenue Refunding Bonds, Series 2012, as of June 30, 2021 are as follows:

<u>Year Ending June 30,</u>	<u>Sales Tax Refunding Bonds, Series 2012</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 95,000	\$ 17,493	\$ 112,493
2023	93,000	14,672	107,672
2024	97,000	11,910	108,910
2025	101,000	9,029	110,029
2026	100,000	6,029	106,029
2027	103,000	3,059	106,059
<b>Total</b>	<u>\$ 589,000</u>	<u>\$ 62,192</u>	<u>\$ 651,192</u>

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 6 LONG-TERM LIABILITIES (Continued)**

Water Revenue Refunding Bonds, Series 2017

The Water Revenue Refunding Bonds, Series 2017 were issued in December 2017 to refund the Series 2010 Water Revenue Bonds. The \$2,800,000 refunding revenue bonds carry interest ranging from 2.0% to 5.0%. Interest payments are due semi-annually in June and December, with principal payments due annually in June, and matures in June 2039. The issuance of the Series 2017 bonds generated a premium of \$386,217. The bond proceeds, including the premium, together with funds from the debt service reserve account for the Series 2010 bonds were deposited into an escrow account which will be used to pay down the balance of the Series 2010 bonds, and ultimately retired those bonds when those bonds matured in June 2020. The advance refunding resulted in a deferred loss on refunding of \$84,695. The premium and deferred loss on refunding will be amortized over the life of the bonds. Bonds are secured by the revenues of the water department.

The annual debt service requirements to maturity as of June 30, 2021 are as follows:

<u>Year Ending June 30,</u>	<u>Water Revenue Bonds, Series 2017</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 100,000	\$ 127,500	\$ 227,500
2023	100,000	123,000	223,000
2024	100,000	118,500	218,500
2025	110,000	114,700	224,700
2026	115,000	110,700	225,700
2027-2031	650,000	475,000	1,125,000
2032-2036	830,000	309,250	1,139,250
2037-2039	420,000	87,250	507,250
<b>Total</b>	<b>\$ 2,425,000</b>	<b>\$ 1,465,900</b>	<b>\$ 3,890,900</b>

**NOTE 7 CONSTRUCTION COMMITMENTS**

The City had the following construction commitment on June 30, 2021.

<u>Project</u>	<u>Contract Amount</u>	<u>Paid to Date</u>	<u>Commitment Outstanding</u>
Park improvements	\$ 1,184,194	\$ -	\$ 1,184,194
	<u>\$ 1,184,194</u>	<u>\$ -</u>	<u>\$ 1,184,194</u>



**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 8 TRANSFERS**

During the year transfers were made which will not be repaid. Interfund transfers for the year ended June 30, 2021 are as follows:

	<u>Out</u>	<u>In</u>
Governmental funds:		
General fund	\$ 430,000	\$ 10,495
Capital improvements fund	-	627,291
Recreation fund	-	129,869
Park impact fee fund	32,954	-
Road impact fee fund	234,338	-
Recreation impact fee fund	59,869	-
Public safety impact fee fund	10,494	-

The purpose of the interfund transfers is as follows:

Public Safety impact fees transferred to the General Fund to fund the bond payment on the fire station.

Recreation impact fees transferred to the Recreation Fund to fund the bond payment on the Family Activity Center.

Park Impact fees and General Fund revenue transferred to the capital projects fund to assist with park upgrades and expansions.

Road impact fees and General Fund revenue transferred to the capital projects fund to fund road improvements.

**NOTE 9 RETIREMENT PLAN**Plan Description

Eligible plan participants are provided with pensions through the Utah Retirement Systems. Utah Retirement Systems are comprised of the following Pension Trust Funds:

**Defined Benefit Plans**

- Public Employees Noncontributory Retirement System (Noncontributory System); is a multiple employer, cost sharing, public employee retirement system.
- Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System) is a multiple employer, cost sharing, public employee retirement system.

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The System's defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Utah State Retirement Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S. Salt Lake City, Utah 84102 or visiting the website: [www.urs.org](http://www.urs.org).

**SOUTH WEBER CITY  
NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 9 RETIREMENT PLAN (Continued)**

Benefits Provided

URS provides retirement, disability, and death benefits. Retirement benefits are as follows:

System	Final Average Salary	Years of Service required and/or age eligible for benefit	Benefit percent per year of service	COLA**
Noncontributory System	Highest 3 Years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65	2.0% per year all years	Up to 4%
Tier 2 Public Employees System	Highest 5 Years	35 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.5%

\* With actuarial reductions.

\*\* All post-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases no met may be carried forward to subsequent years.

Contribution Rate Summary

As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the Utah State Retirement Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of June 30, 2021 are as follows:

	Employee Paid	Employer Contribution Rates	Employer Rate for 401(k) Plan
<b>Contributory System</b>			
111 - Local Government Div - Tier 2	N/A	15.80%	0.89%
<b>Noncontributory System</b>			
15 - Local Government Div - Tier 1	N/A	18.47%	N/A
<b>Tier 2 DC Only</b>			
211 - Local Government	N/A	6.69%	10.00%

Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 9 RETIREMENT PLAN (Continued)**

For fiscal year ended June 30, 2021, the employer and employee contributions to the Systems were as follows:

System	Employer Contributions	Employee Contributions
Noncontributory System	\$ 54,368	N/A
Tier 2 Public Employees System	60,716	-
Tier 2 DC Only System	2,583	N/A
Total Contributions	<u>\$ 117,667</u>	<u>\$ -</u>

Contributions reported are the URS Board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

***Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Relating to Pensions***

At June 30, 2021, we reported a net pension asset of \$0 and a net pension liability of \$25,707.

	(Measurement Date): December 31, 2020				Change (Decrease)
	Net Pension Asset	Net Pension Liability	Proportionate Share	Proportionate Share December 31, 2019	
Noncontributory System	\$ -	\$ 22,611	0.0440812%	0.0426931%	0.0013881%
Tier 2 Public Employees System	-	3,096	0.0215236%	0.0229183%	-0.0013947%
Total Net Pension Asset / Liability	<u>\$ -</u>	<u>\$ 25,707</u>			

The net pension asset and liability was measured as of December 31, 2020, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2020 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended June 30, 2021, we recognized pension expense of \$42,134.

At June 30, 2021, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 33,184	\$ 1,418
Changes in assumptions	3,916	3,071
Net difference between projected and actual earnings on pension plan investments	-	174,157
Changes in proportion and differences between contributions and proportionate share of contributions	9,370	4,061
Contributions subsequent to the measurement date	59,833	-
Total	<u>\$ 106,303</u>	<u>\$ 182,707</u>

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 9 RETIREMENT PLAN (Continued)**

\$ 59,833 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2020.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Net Deferred Outflows (inflows) of Resources
2021	\$ (39,986)
2022	(15,171)
2023	(59,065)
2024	(28,013)
2025	1,029
Thereafter	4,969

Actuarial Assumptions

The total pension liability in the December 31, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50 Percent
Salary Increases	3.25 – 9.75 percent, average, including inflation
Investment Rate of Return	6.95 percent, net of pension plan investment expense, including inflation

Mortality rates were adopted from an actuarial experience study dated January 1, 2020. The retired mortality tables are developed using URS retiree experience and are based upon gender, occupation, and age as appropriate with projected improvement using 80% of the ultimate rates from the MP-2019 improvement assumption using a base year of 2020. The mortality assumption for active members is the PUB-2010 Employees Mortality Table for public employees, teachers, and public safety members, respectively

The actuarial assumptions used in the January 1, 2020, valuation were based on the results of an actuarial experience study for the five year period ending December 31, 2019.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class and is applied consistently to each defined benefit pension plan. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 9 RETIREMENT PLAN (Continued)**

Asset Class	Expected Return Arithmetic Basis		
	Target Allocation	Real Return Arithmetic Basis	Long-Term expected portfolio real rate of return
Equity securities	37%	6.30%	2.33%
Debt securities	20%	0.00%	0.00%
Real assets	15%	6.19%	0.93%
Private equity	12%	9.50%	1.14%
Absolute return	16%	2.75%	0.44%
Cash and cash equivalents	0%	0.00%	0.00%
Totals	100%		4.84%
		Inflation	2.50%
		Expected arithmetic nominal return	7.34%

The 6.95% assumed investment rate of return is comprised of an inflation rate of 2.50%, a real return of 4.45% that is net of investment expense.

Discount Rate

The discount rate used to measure the total pension liability was 6.95 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate, and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current, active, and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments, to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate. The discount rate remained unchanged at 6.95 percent.

Sensitivity of the Proportionate Share of the Net Pension Asset and Liability to Changes in the Discount Rate

The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.95 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.95 percent) or 1-percentage-point higher (7.95 percent) than the current rate:

System	1% Decrease (5.95%)	Discount Rate (6.95%)	1% Increase (7.95%)
Noncontributory System	\$ 392,010	\$ 22,611	\$ (285,338)
Tier 2 Public Employees System	52,091	3,096	(34,385)
Total	\$ 444,101	\$ 25,707	\$ (319,723)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued URS financial report.

**SOUTH WEBER CITY**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**

**NOTE 9 RETIREMENT PLAN (Continued)**

**Defined Contribution Savings Plans**

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic retirement benefits of the Retirement Systems but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b) and 408 of the Internal Revenue code. Detailed information regarding plan provisions is available in the separately issued URS financial report.

South Weber City participates in the following Defined Contribution Savings Plans with Utah Retirement Systems:

- 401(k) Plan
- Roth IRA Plan

Employee and employer contributions to the Utah Retirement Defined Contribution Savings Plans for fiscal year ended June 30, were as follows:

	2021	2020	2019
401(k) Plan			
Employer Contributions	\$ 48,492	\$ 46,061	\$ 43,366
Employee Contributions	53,912	53,960	43,507
Roth IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	5,980	-	-

**REQUIRED SUPPLEMENTAL INFORMATION**

**SOUTH WEBER CITY**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND**  
**BALANCES – BUDGET AND ACTUAL – GENERAL FUND**  
**For the Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual</u> <u>Amounts</u>	<u>Variance with</u> <u>final budget</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
General property taxes	\$ 794,000	\$ 794,000	\$ 833,253	\$ 39,253
Sales, use, and excise taxes	685,000	942,000	838,624	(103,376)
Franchise taxes	400,000	444,000	417,267	(26,733)
Licenses	393,000	393,000	325,653	(67,347)
Fines	85,000	85,000	100,504	15,504
Charges for services	185,000	195,000	144,118	(50,882)
Interest income	35,000	35,000	5,406	(29,594)
Intergovernmental	160,500	355,500	476,626	121,126
Miscellaneous revenue	5,500	5,500	40,889	35,389
	<u>2,743,000</u>	<u>3,249,000</u>	<u>3,182,340</u>	<u>(66,660)</u>
<b>Expenditures</b>				
General government				
Administrative	727,000	740,000	696,397	43,603
Legislative	60,000	60,000	43,492	16,508
Judicial	102,000	102,000	86,877	15,123
Public works				
Building inspection	380,000	390,000	364,837	25,163
Streets	296,000	296,000	234,370	61,630
Public safety				
Police and animal control	260,000	265,000	260,501	4,499
Fire protection	577,000	655,000	645,810	9,190
Parks	299,000	339,000	302,975	36,025
Debt service:				
Principal	28,000	28,000	25,480	2,520
Interest	7,000	7,000	6,420	580
	<u>2,736,000</u>	<u>2,882,000</u>	<u>2,667,159</u>	<u>214,841</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>7,000</u>	<u>367,000</u>	<u>515,181</u>	<u>148,181</u>
<b>Other Financing Sources (Uses)</b>				
Transfer in	12,000	12,000	10,495	(1,505)
Transfer out	(70,000)	(430,000)	(430,000)	-
	<u>(58,000)</u>	<u>(418,000)</u>	<u>(419,505)</u>	<u>(1,505)</u>
Net Change in Fund Balance	<u>\$ (51,000)</u>	<u>\$ (51,000)</u>	95,676	<u>\$ 146,676</u>
Fund Balance, Beginning			<u>959,048</u>	
Fund Balance, Ending			<u>\$ 1,054,724</u>	

The notes to the basic financial statements are an integral part of this statement.



**SOUTH WEBER CITY**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND**  
**BALANCES – BUDGET AND ACTUAL – RECREATION SPECIAL REVENUE FUND**  
**For the Year Ended June 30, 2021**

	Budgeted Amounts		Actual Amounts	Variance with final budget
	Original	Final		
<b>Revenues</b>				
Charges for services	\$ 142,000	\$ 142,000	\$ 217,932	\$ 75,932
Interest income	6,000	6,000	2,088	(3,912)
Total Revenues	<u>148,000</u>	<u>148,000</u>	<u>220,020</u>	<u>72,020</u>
<b>Expenditures</b>				
Recreation	219,000	219,000	194,303	24,697
Debt service:				
Principal	72,000	72,000	65,520	6,480
Interest	17,000	17,000	16,505	495
Total Expenditures	<u>308,000</u>	<u>308,000</u>	<u>276,328</u>	<u>31,672</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(160,000)</u>	<u>(160,000)</u>	<u>(56,308)</u>	<u>103,692</u>
<b>Other Financing Sources (Uses)</b>				
Transfer in	<u>160,000</u>	<u>160,000</u>	<u>129,869</u>	<u>(30,131)</u>
Total Other Financing Sources (Uses)	<u>160,000</u>	<u>160,000</u>	<u>129,869</u>	<u>(30,131)</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>73,561</u>	<u>\$ 73,561</u>
Fund Balance, Beginning			<u>402,051</u>	
Fund Balance, Ending			<u>\$ 475,612</u>	

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**SCHEDULE OF PROPORTIONATE SHARE OF**  
**THE PENSION LIABILITY**  
**UTAH RETIREMENT SYSTEMS**  
**Measurement Date of December 31, 2020**  
**June 30, 2021**  
**Last 10 Fiscal Years\***

<u>For the year ended December 31,</u>	<u>Proportion of the net pension liability (asset)</u>	<u>Proportionate share of the net pension liability (asset)</u>	<u>Covered payroll</u>	<u>Proportionate share of the net pension liability (asset) as a percentage of its covered payroll</u>	<u>Plan fiduciary net position as a percentage of total pension liability(asset)</u>
<b>Noncontributory Retirement System</b>					
2020	0.0440812%	\$ 22,611	\$ 301,378	7.50%	99.2%
2019	0.0426931%	160,905	287,168	56.03%	93.7%
2018	0.0423883%	312,136	290,780	107.34%	87.0%
2017	0.0469185%	205,564	352,474	58.32%	91.9%
2016	0.0504895%	324,204	399,151	81.22%	87.3%
2015	0.0572056%	323,697	457,570	70.74%	87.8%
2014	0.0486916%	211,430	384,233	55.03%	90.2%
<b>Tier 2 Public Employees Retirement System</b>					
2020	0.0215236%	\$ 3,096	\$ 344,029	0.90%	98.3%
2019	0.0229183%	5,154	318,488	1.62%	96.5%
2018	0.0230247%	9,861	268,358	3.67%	90.8%
2017	0.0183092%	1,614	179,039	0.90%	97.4%
2016	0.0180146%	2,010	147,733	1.36%	95.1%
2015	0.0206238%	(45)	133,243	-0.03%	100.2%
2014	0.2582740%	(783)	126,524	-0.62%	103.5%

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**SCHEDULE OF CONTRIBUTIONS**  
**UTAH RETIREMENT SYSTEMS**  
**June 30, 2021**  
Last 10 Fiscal Years\*

As of fiscal year ended June 30,	Actuarial Determined Contributions	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	Covered payroll	Contributions as a percentage of covered payroll
<b>Noncontributory System</b>					
2021	\$ 54,368	\$ 54,368	\$ -	\$ 294,359	18.47%
2020	56,060	56,060	-	303,520	18.47%
2019	50,305	50,305	-	272,670	18.45%
2018	62,139	62,139	-	336,430	18.47%
2017	63,880	63,880	-	345,860	18.47%
2016	85,487	85,487	-	467,173	18.30%
2015	76,280	76,280	-	429,160	17.77%
2014	71,335	71,335	-	413,474	17.25%
<b>Tier 2 Public Employees System*</b>					
2021	\$ 60,716	\$ 60,716	\$ -	\$ 384,278	15.80%
2020	51,614	51,614	-	330,284	15.63%
2019	46,657	46,657	-	300,889	15.51%
2018	32,651	32,651	-	216,091	15.11%
2017	22,503	22,503	-	150,925	14.91%
2016	21,380	21,380	-	143,386	14.91%
2015	17,885	17,885	-	103,673	17.25%
2014	14,123	14,123	-	76,308	18.51%
<b>Tier 2 Public Employees DC Only System*</b>					
2021	\$ 2,583	\$ 2,583	\$ -	\$ 38,617	6.69%
2020	2,763	2,763	-	41,294	6.69%
2019	2,817	2,817	-	42,110	6.69%
2018	2,760	2,760	-	41,251	6.69%
2017	4,040	4,040	-	60,469	6.68%
2016	949	949	-	92,255	1.03%

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**  
**For the Year Ended June 30, 2021**

URS Pension Plan - Changes in Assumptions

There were a number of demographic assumptions (e.g. rates of termination, disability, retirement, as well as an updated mortality and salary increase assumption) updated for use in the January 1, 2020 actuarial valuation. These assumption updates were adopted by the Utah State Retirement Board as a result of an Actuarial Experience Study performed for the Utah Retirement Systems. In aggregate, those assumption changes resulted in a \$201 million increase in the Total Pension Liability, which is about 0.50% of the Total Pension Liability of as December 31, 2019 for all systems combined. The Actuarial Experience Study report as of December 31, 2019 provides detailed information regarding those assumption changes, which may be accessed online at [newsroom.urs.org](https://newsroom.urs.org) under the "Retirement Office" column using the "Reports and Stats" tab.

**SUPPLEMENTAL INFORMATION**

**SOUTH WEBER CITY**  
**COMBINING BALANCE SHEET – NONMAJOR GOVERNMENTAL FUNDS**  
**For the Year Ended June 30, 2021**

	<u>Park Impact Fee Fund</u>	<u>Road Impact Fee Fund</u>	<u>Recreation Impact Fee Fund</u>	<u>Public Safety Impact Fee Fund</u>	<u>Transportation Fund</u>	<u>Total Nonmajor Governmental Funds</u>
<b>Assets:</b>						
Cash and cash equivalents	\$ 761,726	\$ 20,407	\$ -	\$ -	\$ 629,033	\$ 1,411,166
Receivables	-	-	-	-	39,534	39,534
Other Receivable	-	-	-	-	23,704	23,704
<b>Total assets</b>	<u>\$ 761,726</u>	<u>\$ 20,407</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 692,271</u>	<u>\$ 1,474,404</u>
<b>Liabilities:</b>						
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ 202,744	\$ 202,744
<b>Total liabilities</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>202,744</u>	<u>202,744</u>
<b>Fund Balances:</b>						
Assigned for capital improvements	<u>761,726</u>	<u>20,407</u>	<u>-</u>	<u>-</u>	<u>489,527</u>	<u>1,271,660</u>
<b>Total fund balances</b>	<u>761,726</u>	<u>20,407</u>	<u>-</u>	<u>-</u>	<u>489,527</u>	<u>1,271,660</u>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<u>\$ 761,726</u>	<u>\$ 20,407</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 692,271</u>	<u>\$ 1,474,404</u>

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**For the Year Ended June 30, 2021**

	<u>Park Impact Fee Fund</u>	<u>Road Impact Fee Fund</u>	<u>Recreation Impact Fee Fund</u>	<u>Public Safety Impact Fee Fund</u>	<u>Transportation Fund</u>	<u>Total Nonmajor Governmental Funds</u>
<b>Revenues:</b>						
Sales tax - local option	\$ -	\$ -	\$ -	\$ -	\$ 124,807	\$ 124,807
Impact fees	148,816	250,762	59,214	10,288	-	469,080
Charges for services	-	-	-	-	430,315	430,315
Interest income	3,628	332	59	110	1,738	5,867
Intergovernmental	-	-	-	-	80,000	80,000
Contributions	-	-	-	-	76,228	76,228
Total Revenues	<u>152,444</u>	<u>251,094</u>	<u>59,273</u>	<u>10,398</u>	<u>713,088</u>	<u>1,186,297</u>
<b>Expenditures:</b>						
Public works	-	-	-	-	549,077	549,077
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>549,077</u>	<u>549,077</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>152,444</u>	<u>251,094</u>	<u>59,273</u>	<u>10,398</u>	<u>164,011</u>	<u>637,220</u>
<b>Other Sources (Uses)</b>						
Transfers out	<u>(32,954)</u>	<u>(234,338)</u>	<u>(59,869)</u>	<u>(10,494)</u>	<u>-</u>	<u>(337,655)</u>
Total Other Sources (Uses)	<u>(32,954)</u>	<u>(234,338)</u>	<u>(59,869)</u>	<u>(10,494)</u>	<u>-</u>	<u>(337,655)</u>
Net Change in Fund Balance	119,490	16,756	(596)	(96)	164,011	299,565
Fund Balance, Beginning	<u>642,236</u>	<u>3,651</u>	<u>596</u>	<u>96</u>	<u>325,516</u>	<u>972,095</u>
Fund Balance, Ending	<u>\$ 761,726</u>	<u>\$ 20,407</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 489,527</u>	<u>\$ 1,271,660</u>

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND**  
**BALANCE – BUDGET AND ACTUAL – CAPITAL PROJECTS FUND**  
**For the Year Ended June 30, 2021**

	Budgeted Amounts		Actual Amounts	Variance with final budget
	Original	Final		
<b>Revenues</b>				
Sales tax	\$ 171,000	\$ 171,000	\$ 500,001	\$ 329,001
Interest income	10,000	10,000	6,907	(3,093)
Intergovernmental	-	267,000	276,378	9,378
Contributions	110,000	110,000	489,151	379,151
Total Revenues	<u>291,000</u>	<u>558,000</u>	<u>1,272,437</u>	<u>714,437</u>
<b>Expenditures</b>				
Capital outlay	<u>1,680,000</u>	<u>2,732,000</u>	<u>1,199,245</u>	<u>1,532,755</u>
Total Expenditures	<u>1,680,000</u>	<u>2,732,000</u>	<u>1,199,245</u>	<u>1,532,755</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,389,000)</u>	<u>(2,174,000)</u>	<u>73,192</u>	<u>2,247,192</u>
<b>Other Financing Sources (Uses)</b>				
Transfer in	<u>717,000</u>	<u>1,487,000</u>	<u>627,291</u>	<u>(859,709)</u>
Total Other Financing Sources (Uses)	<u>717,000</u>	<u>1,487,000</u>	<u>627,291</u>	<u>(859,709)</u>
Net Change in Fund Balance	<u>\$ (672,000)</u>	<u>\$ (687,000)</u>	<u>700,483</u>	<u>\$ 1,387,483</u>
Fund Balance, Beginning			<u>1,447,245</u>	
Fund Balance, Ending			<u>\$ 2,147,728</u>	

The notes to the basic financial statements are an integral part of this statement.



**SOUTH WEBER CITY**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND**  
**BALANCE – BUDGET AND ACTUAL – NONMAJOR PARK IMPACT FEE FUND**  
**For the Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with final budget</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Impact fees	\$ 225,000	\$ 225,000	\$ 148,816	\$ (76,184)
Interest income	1,000	1,000	3,628	2,628
Total Revenues	<u>226,000</u>	<u>226,000</u>	<u>152,444</u>	<u>(73,556)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>226,000</u>	<u>226,000</u>	<u>152,444</u>	<u>(73,556)</u>
<b>Other Financing Sources (Uses)</b>				
Transfer out	<u>(390,000)</u>	<u>(800,000)</u>	<u>(32,954)</u>	<u>767,046</u>
Total Other Financing Sources (Uses)	<u>(390,000)</u>	<u>(800,000)</u>	<u>(32,954)</u>	<u>767,046</u>
Net Change in Fund Balance	<u>\$ (164,000)</u>	<u>\$ (574,000)</u>	119,490	<u>\$ 693,490</u>
Fund Balance, Beginning			<u>642,236</u>	
Fund Balance, Ending			<u>\$ 761,726</u>	

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND**  
**BALANCE – BUDGET AND ACTUAL – NONMAJOR ROAD IMPACT FEE FUND**  
**For the Year Ended June 30, 2021**

	Budgeted Amounts		Actual Amounts	Variance with final budget
	Original	Final		
<b>Revenues</b>				
Impact fees	\$ 250,000	\$ 250,000	\$ 250,762	\$ 762
Interest income	-	-	332	332
Total Revenues	250,000	250,000	251,094	1,094
Excess (Deficiency) of Revenues Over (Under) Expenditures	250,000	250,000	251,094	1,094
<b>Other Financing Sources (Uses)</b>				
Transfer out	(327,000)	(327,000)	(234,338)	92,662
Total Other Financing Sources (Uses)	(327,000)	(327,000)	(234,338)	92,662
Net Change in Fund Balance	\$ (77,000)	\$ (77,000)	16,756	\$ 93,756
Fund Balance, Beginning			3,651	
Fund Balance, Ending			\$ 20,407	

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCE – BUDGET AND ACTUAL –**  
**NONMAJOR RECREATION IMPACT FEE FUND**  
**For the Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with final budget</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Impact fees	\$ 70,000	\$ 70,000	\$ 59,214	\$ (10,786)
Interest income	1,000	1,000	59	(941)
Total Revenues	<u>71,000</u>	<u>71,000</u>	<u>59,273</u>	<u>(11,727)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>71,000</u>	<u>71,000</u>	<u>59,273</u>	<u>(11,727)</u>
<b>Other Financing Sources (Uses)</b>				
Transfer out	<u>(71,000)</u>	<u>(71,000)</u>	<u>(59,869)</u>	<u>11,131</u>
Total Other Financing Sources (Uses)	<u>(71,000)</u>	<u>(71,000)</u>	<u>(59,869)</u>	<u>11,131</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>(596)</u>	<u>\$ (596)</u>
Fund Balance, Beginning			<u>596</u>	
Fund Balance, Ending			<u>\$ -</u>	

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCE – BUDGET AND ACTUAL –**  
**NONMAJOR PUBLIC SAFETY IMPACT FEE FUND**  
**For the Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with final budget</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Impact fees	\$ 12,000	\$ 12,000	\$ 10,288	\$ (1,712)
Interest income	-	-	110	110
Total Revenues	<u>12,000</u>	<u>12,000</u>	<u>10,398</u>	<u>(1,602)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>12,000</u>	<u>12,000</u>	<u>10,398</u>	<u>(1,602)</u>
<b>Other Financing Sources (Uses)</b>				
Transfer out	<u>(12,000)</u>	<u>(12,000)</u>	<u>(10,494)</u>	<u>1,506</u>
Total Other Financing Sources (Uses)	<u>(12,000)</u>	<u>(12,000)</u>	<u>(10,494)</u>	<u>1,506</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>(96)</u>	<u>\$ (96)</u>
Fund Balance, Beginning			<u>96</u>	
Fund Balance, Ending			<u>\$ -</u>	

The notes to the basic financial statements are an integral part of this statement.

**SOUTH WEBER CITY**  
**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN**  
**FUND BALANCE – BUDGET AND ACTUAL –**  
**NONMAJOR TRANSPORTATION FUND**  
**For the Year Ended June 30, 2021**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with final budget</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Sales tax - local option	\$ 85,000	\$ 85,000	\$ 124,807	\$ 39,807
Intergovernmental	80,000	80,000	80,000	-
Charges for services - road fee	400,000	400,000	430,315	30,315
Interest income	3,000	3,000.00	1,738	(1,262)
Total Revenues	<u>568,000</u>	<u>568,000</u>	<u>636,860</u>	<u>68,860</u>
<b>Expenditures</b>				
Public safety	<u>736,000</u>	<u>736,000</u>	<u>549,077</u>	<u>186,923</u>
Total Expenditures	<u>736,000</u>	<u>736,000</u>	<u>549,077</u>	<u>186,923</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(168,000)</u>	<u>(168,000)</u>	<u>87,783</u>	<u>255,783</u>
<b>Other Financing Sources (Uses)</b>				
Contributions	<u>118,000</u>	<u>118,000</u>	<u>76,228</u>	<u>(41,772)</u>
Total Other Financing Sources (Uses)	<u>118,000</u>	<u>118,000</u>	<u>76,228</u>	<u>(41,772)</u>
Net Change in Fund Balance	<u>\$ (50,000)</u>	<u>\$ (50,000)</u>	164,011	<u>\$ 214,011</u>
Fund Balance, Beginning			<u>325,516</u>	
Fund Balance, Ending			<u>\$ 489,527</u>	

The notes to the basic financial statements are an integral part of this statement.

**SUPPLEMENTAL REPORTS**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

Honorable Mayor and  
Members of the City Council  
South Weber City  
South Weber City, Utah

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of South Weber City, Utah (the City) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 3, 2022.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be a material weakness. However, material weaknesses may exist that have not been identified.

**The City's response to Findings**

The City's response to the findings identified in our audit is described in the accompanying Schedule of Findings and Recommendations. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Keddington & Christensen, LLC*

January 3, 2022  
Salt Lake City, Utah



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND  
REPORT ON INTERNAL CONTROL OVER COMPLIANCE AS  
REQUIRED BY THE *STATE COMPLIANCE AUDIT GUIDE***

Honorable Mayor and  
Members of the City Council  
South Weber City  
South Weber, Utah

**Report on Compliance**

We have audited South Weber City, Utah's (the City) compliance with the applicable state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the State Auditor, that could have a direct and material effect on the City for the year ended June 30, 2021.

State compliance requirements were tested for the year ended June 30, 2021 in the following areas:

Budgetary Compliance	Fraud Risk Assessment
Fund Balance	Government Fees
Justice Courts	Open and Public Meetings Act
Restricted Taxes and Related Restricted Revenue	Enterprise Fund Transfers

***Management's Responsibility***

Management is responsible for compliance with the state requirements referred to above.

***Auditor's Responsibility***

Our responsibility is to express an opinion on the City's compliance based on our audit of the state compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the state compliance requirements referred to above that could have a direct and material effect on a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state compliance requirement referred to above. However, our audit does not provide a legal determination of the City's compliance with those requirements.

***Opinion on Compliance***

In our opinion, South Weber City, Utah complied, in all material respects, with the state compliance requirements referred to above for the year ended June 30, 2021.

**Other Matters**

The results of our auditing procedures disclosed no instances of noncompliance, which is required to be reported in accordance with the State Compliance Audit Guide.

**Report on Internal Control over Compliance**

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the state compliance requirements referred to above to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or to detect and correct noncompliance with a state compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Purpose of Report**

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

*Keddington & Christensen, LLC*

January 3, 2022  
Salt Lake City, Utah

Report Criteria:  
 Report type: GL detail

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
12/09/21	43560	A-1 KEY SERVICE INC.	11/10/21	Duplicate keys (3)	1043262	8.25	A-1 KEY SERVICE INC.
12/09/21	43560	A-1 KEY SERVICE INC.	V 11/10/21	Duplicate keys (3)	1043262	8.25	A-1 KEY SERVICE INC.
Total 43560:						16.50	
12/09/21	43591	A-1 KEY SERVICE INC.	11/10/21	Duplicate keys (3)	1043262	8.25	A-1 KEY SERVICE INC.
Total 43591:						8.25	
12/30/21	43626	All Traffic Solutions	12/27/21	Speed Trailer and Speed Limit Signs	4560740	19,238.10	All Traffic Solutions
Total 43626:						19,238.10	
12/22/21	43611	APPARATUS EQUIPMENT & SERVICE	12/01/21	Boots (1)	1057140	320.00	APPARATUS EQUIPMENT & SERVICE
Total 43611:						320.00	
12/17/21	43595	Assn of Public Treasurers	12/13/21	ANNUAL MEMBERSHIP DUES	1043210	159.00	Assn of Public Treasurers
Total 43595:						159.00	
12/09/21	43561	BELL JANITORIAL SUPPLY	11/16/21	Soap for Park Bathrooms	1070260	71.98	BELL JANITORIAL SUPPLY
Total 43561:						71.98	
12/30/21	43627	BELL JANITORIAL SUPPLY	12/14/21	Handsoap	1043262	55.08	BELL JANITORIAL SUPPLY
Total 43627:						55.08	
12/09/21	43562	Birt, Parks	12/06/21	Referee	2071488	9.00	Birt, Parks
Total 43562:						9.00	
12/22/21	43612	Birt, Parks	12/14/21	Referee	2071488	40.50	Birt, Parks
Total 43612:						40.50	

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
12/09/21	43563	Blomquist Hale c/o Myrna	12/01/21	EAP Coverage - December 2021	1043135	201.65	BLOMQUIST HALE CONSULTING INC.
Total 43563:						201.65	
12/09/21	43564	BLUE STAKES OF UTAH	11/30/21	Blue Stakes - November 2021	5140490	155.70	BLUE STAKES OF UTAH
Total 43564:						155.70	
12/30/21	43628	Buffalo Bros. Tire Outfitters	12/01/21	tires for 527168 truck	5240490	1,467.76	Buffalo Bros. Tire Outfitters
Total 43628:						1,467.76	
12/02/21	43539	CAL RANCH STORES	10/30/21	Tarp - Returned	1060411	199.99	CAL RANCH STORES
12/02/21	43539	CAL RANCH STORES	10/30/21	Twine	1060250	44.99	CAL RANCH STORES
12/02/21	43539	CAL RANCH STORES	11/01/21	Did not work for salt pile cover	1060411	199.99	CAL RANCH STORES
Total 43539:						44.99	
12/09/21	43565	CAL RANCH STORES	11/16/21	Cat Supplies	1060260	51.97	CAL RANCH STORES
Total 43565:						51.97	
12/09/21	43566	Cash, Caralie	11/15/21	FAC Rental Refund Deposit	2034720	50.00	Cash, Caralie
Total 43566:						50.00	
12/17/21	43596	CENTRAL WEBER SEWER IMPR DIST.	11/30/21	3rd Quarter 2021 Impact Fees (19 Permits)	5221365	113,122.00	CENTRAL WEBER SEWER IMPR DIST.
Total 43596:						113,122.00	
12/02/21	43540	CENTURYLINK	11/10/21	SCADA Data line - October and November 202	5140280	131.94	CENTURYLINK
Total 43540:						131.94	
12/30/21	43629	CHRISTOPHER F ALLRED	12/01/21	Prosecution Services - November 2021	1042313	600.00	CHRISTOPHER F ALLRED
Total 43629:						600.00	
12/30/21	43630	CINTAS CORPORATION	10/07/21	First Aid - FAC - October 2021	2071241	6.07	CINTAS CORPORATION
12/30/21	43630	CINTAS CORPORATION	12/03/21	First Aid and Eye Stations - Shops - December	1060260	122.63	CINTAS CORPORATION

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
12/30/21	43630	CINTAS CORPORATION	12/07/21	First Aid - FAC - December 2021	2071241	43.18	CINTAS CORPORATION
Total 43630:						171.88	
12/02/21	43541	CINTAS CORPORATION LOC 180	11/10/21	MATS/TOWELS - 11/10/2021	1060250	17.08	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/10/21	PW Uniforms - 11/10/2021	5240140	8.84	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/10/21	PW Uniforms - 11/10/2021	5140140	17.69	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/10/21	PW Uniforms - 11/10/2021	5440140	8.84	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/10/21	PW Uniforms - 11/10/2021	1060140	17.69	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/10/21	PW Uniforms - 11/10/2021	1070140	35.38	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/10/21	PW Uniforms - 11/10/2021	1058140	17.70	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/17/21	MATS/TOWELS - 11/17/2021	1060250	17.08	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/17/21	PW Uniforms - 11/17/2021	5240140	8.84	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/17/21	PW Uniforms - 11/17/2021	5140140	17.69	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/17/21	PW Uniforms - 11/17/2021	5440140	8.84	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/17/21	PW Uniforms - 11/17/2021	1060140	17.69	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/17/21	PW Uniforms - 11/17/2021	1070140	35.38	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/17/21	PW Uniforms - 11/17/2021	1058140	17.70	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/23/21	MATS/TOWELS - 11/23/2021	1060250	17.08	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/23/21	PW Uniforms - 11/23/2021	5240140	8.84	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/23/21	PW Uniforms - 11/23/2021	5140140	17.69	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/23/21	PW Uniforms - 11/23/2021	5440140	8.84	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/23/21	PW Uniforms - 11/23/2021	1060140	17.69	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/23/21	PW Uniforms - 11/23/2021	1070140	35.38	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	11/23/21	PW Uniforms - 11/23/2021	1058140	17.70	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	12/01/21	MATS/TOWELS - 12/01/2021	1060250	11.46	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	12/01/21	PW Uniforms - 12/01/2021	5240140	9.45	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	12/01/21	PW Uniforms - 12/01/2021	5140140	18.91	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	12/01/21	PW Uniforms - 12/01/2021	5440140	9.45	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	12/01/21	PW Uniforms - 12/01/2021	1060140	18.91	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	12/01/21	PW Uniforms - 12/01/2021	1070140	37.81	CINTAS CORPORATION LOC 180
12/02/21	43541	CINTAS CORPORATION LOC 180	12/01/21	PW Uniforms - 12/01/2021	1058140	18.91	CINTAS CORPORATION LOC 180
Total 43541:						494.56	
12/30/21	43631	CINTAS CORPORATION LOC 180	12/08/21	MATS/TOWELS - 12/08/2021	1060250	18.76	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/08/21	PW Uniforms - 12/08/2021	5240140	8.84	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/08/21	PW Uniforms - 12/08/2021	5140140	17.69	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/08/21	PW Uniforms - 12/08/2021	5440140	8.84	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/08/21	PW Uniforms - 12/08/2021	1060140	17.69	CINTAS CORPORATION LOC 180

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
12/30/21	43631	CINTAS CORPORATION LOC 180	12/08/21	PW Uniforms - 12/08/2021	1070140	35.38	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/08/21	PW Uniforms - 12/08/2021	1058140	17.70	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/15/21	MATS/TOWELS - 12/15/2021	1060250	18.76	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/15/21	PW Uniforms - 12/15/2021	5240140	8.84	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/15/21	PW Uniforms - 12/15/2021	5140140	17.69	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/15/21	PW Uniforms - 12/15/2021	5440140	8.84	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/15/21	PW Uniforms - 12/15/2021	1060140	17.69	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/15/21	PW Uniforms - 12/15/2021	1070140	35.38	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/15/21	PW Uniforms - 12/15/2021	1058140	17.70	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/21/21	MATS/TOWELS - 12/21/2021	1060250	18.76	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/21/21	PW Uniforms - 12/21/2021	5240140	8.84	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/21/21	PW Uniforms - 12/21/2021	5140140	17.69	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/21/21	PW Uniforms - 12/21/2021	5440140	8.84	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/21/21	PW Uniforms - 12/21/2021	1060140	17.69	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/21/21	PW Uniforms - 12/21/2021	1070140	35.38	CINTAS CORPORATION LOC 180
12/30/21	43631	CINTAS CORPORATION LOC 180	12/21/21	PW Uniforms - 12/21/2021	1058140	17.70	CINTAS CORPORATION LOC 180
Total 43631:						374.70	
12/30/21	43632	CKC Operations, LLC	12/01/21	2021 Street Maintenance - Section F	5676730	27,500.50	CKC Operations, LLC
Total 43632:						27,500.50	
12/02/21	43542	COLONIAL FLAG SPECIALTY CO INC	11/19/21	FLAG ROTATION - CITY HALL	1043262	48.80	COLONIAL FLAG SPECIALTY CO INC
Total 43542:						48.80	
12/09/21	43567	COLONIAL FLAG SPECIALTY CO INC	11/22/21	Flag Rotations - City Hall	1043262	44.00	COLONIAL FLAG SPECIALTY CO INC
12/09/21	43567	COLONIAL FLAG SPECIALTY CO INC	11/22/21	Flag Rotation - Memorial Park	1070261	126.72	COLONIAL FLAG SPECIALTY CO INC
Total 43567:						170.72	
12/09/21	43568	COOK, RYAN	12/06/21	Referee	2071488	60.00	COOK, RYAN
Total 43568:						60.00	
12/17/21	43597	COOK, RYAN	11/04/21	Referee	2071488	37.50	COOK, RYAN
Total 43597:						37.50	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
12/22/21	43613	COOK, RYAN	12/16/21	Referee	2071488	15.00	COOK, RYAN
Total 43613:						15.00	
12/09/21	43569	Core and Main	11/03/21		5140490	181.21	Core and Main
Total 43569:						181.21	
12/30/21	43633	Core and Main	12/01/21	Hydrant Repair Kit (3)	5140490	400.98	Core and Main
12/30/21	43633	Core and Main	12/02/21	Meter Antennas (16)	5140490	1,261.28	Core and Main
Total 43633:						1,662.26	
12/30/21	43634	CROWN TROPHY	12/01/21	Medals (90)	2071480	300.60	CROWN TROPHY
Total 43634:						300.60	
12/02/21	43543	DAVIS COUNTY GOVERNMENT	11/30/21	Animal Control Services - November 2021	1054311	1,741.63	DAVIS COUNTY GOVERNMENT
Total 43543:						1,741.63	
12/17/21	43598	DAVIS COUNTY GOVERNMENT	11/30/21	Law Enforcement Services - November 2021	1054310	18,490.00	DAVIS COUNTY GOVERNMENT
12/17/21	43598	DAVIS COUNTY GOVERNMENT	11/30/21	Dispatch Fees - November 2021	1057370	822.07	DAVIS COUNTY GOVERNMENT
12/17/21	43598	DAVIS COUNTY GOVERNMENT	11/30/21	RediWeb Fees	1058325	5.60	DAVIS COUNTY GOVERNMENT
12/17/21	43598	DAVIS COUNTY GOVERNMENT	11/30/21	2021 General Election Services	1043316	6,325.75	DAVIS COUNTY GOVERNMENT
Total 43598:						25,643.42	
12/02/21	43544	DAVIS COUNTY SHERRIFF OFFICE	11/04/21	Witness Fee - Case #215400676	1042610	18.50	DAVIS COUNTY SHERRIFF OFFICE
Total 43544:						18.50	
12/17/21	43599	DE LAGE LANDEN	11/30/21	COPIER MAINT AGREEMENT - SHARP	1042240	21.47	DE LAGE LANDEN
12/17/21	43599	DE LAGE LANDEN	11/30/21	COPIER MAINT AGREEMENT - SHARP	1043240	50.10	DE LAGE LANDEN
12/17/21	43599	DE LAGE LANDEN	11/30/21	COPIER MAINT AGREEMENT - SHARP	5140240	35.78	DE LAGE LANDEN
12/17/21	43599	DE LAGE LANDEN	11/30/21	COPIER MAINT AGREEMENT - SHARP	5240240	35.78	DE LAGE LANDEN
12/17/21	43599	DE LAGE LANDEN	12/07/21	COPIER MAINT AGREEMENT - SHARP	1042240	21.47	DE LAGE LANDEN
12/17/21	43599	DE LAGE LANDEN	12/07/21	COPIER MAINT AGREEMENT - SHARP	1043240	50.10	DE LAGE LANDEN
12/17/21	43599	DE LAGE LANDEN	12/07/21	COPIER MAINT AGREEMENT - SHARP	5140240	35.78	DE LAGE LANDEN
12/17/21	43599	DE LAGE LANDEN	12/07/21	COPIER MAINT AGREEMENT - SHARP	5240240	35.78	DE LAGE LANDEN

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 43599:						286.26	
12/30/21	43635	DE'S KEY SERVICE	12/01/21	Lock for Park Shed	1070261	195.00	DE'S KEY SERVICE
Total 43635:						195.00	
12/30/21	43636	DURKS PLUMBING	12/06/21	Replacement Sprinkler Boxes	1070261	14.16	DURKS PLUMBING
Total 43636:						14.16	
12/09/21	43570	EXECUTECH	11/01/21	IT Services - November 2021	1043308	736.00	EXECUTECH
12/09/21	43570	EXECUTECH	11/01/21	Antivirus, Backup, Email - Oct 2021	1043350	1,039.35	EXECUTECH
Total 43570:						1,775.35	
12/17/21	43600	EXECUTECH	11/30/21	Windows 10 for Virtual Machine	1043350	199.99	EXECUTECH
12/17/21	43600	EXECUTECH	11/30/21	Overage Hours - November 2021	1043308	178.00	EXECUTECH
12/17/21	43600	EXECUTECH	11/30/21	Antivirus, Backup, Email - Nov 2021	1043350	1,062.50	EXECUTECH
12/17/21	43600	EXECUTECH	12/01/21	IT Services - December 2021	1043308	736.00	EXECUTECH
Total 43600:						2,176.49	
12/22/21	43614	Ferrin, Boston	12/01/21	Referee	2071488	37.50	Ferrin, Boston
12/22/21	43614	Ferrin, Boston	12/09/21	Referee	2071488	22.50	Ferrin, Boston
Total 43614:						60.00	
12/30/21	43637	FREEDOM MAILING SERVICES INC.	11/30/21	Utility Billing - November 2021	5140370	607.08	FREEDOM MAILING SERVICES INC.
12/30/21	43637	FREEDOM MAILING SERVICES INC.	11/30/21	Utility Billing - November 2021	5240370	422.32	FREEDOM MAILING SERVICES INC.
12/30/21	43637	FREEDOM MAILING SERVICES INC.	11/30/21	Utility Billing - November 2021	5340370	197.96	FREEDOM MAILING SERVICES INC.
12/30/21	43637	FREEDOM MAILING SERVICES INC.	11/30/21	Utility Billing - November 2021	5440370	92.38	FREEDOM MAILING SERVICES INC.
Total 43637:						1,319.74	
12/09/21	43571	Fuel Network - UTAH DGO Fleet Operations	11/30/21	Water - October 2021	5140256	524.88	Fuel Network - UTAH DGO Fleet Operations
12/09/21	43571	Fuel Network - UTAH DGO Fleet Operations	11/30/21	Streets - October 2021	1060256	186.63	Fuel Network - UTAH DGO Fleet Operations
12/09/21	43571	Fuel Network - UTAH DGO Fleet Operations	11/30/21	Storm Drain - October 2021	5440256	101.40	Fuel Network - UTAH DGO Fleet Operations
12/09/21	43571	Fuel Network - UTAH DGO Fleet Operations	11/30/21	Sewer - October 2021	5240256	138.73	Fuel Network - UTAH DGO Fleet Operations
12/09/21	43571	Fuel Network - UTAH DGO Fleet Operations	11/30/21	Planning - October 2021	1058256	326.80	Fuel Network - UTAH DGO Fleet Operations

M = Manual Check, V = Void Check



SOUTH WEBER CITY

Check Register - Council Approval w/ inv date  
 Check Issue Dates: 12/1/2021 - 12/31/2021

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
12/09/21	43571	Fuel Network - UTAH DGO Fleet Operations	11/30/21	Parks - October 2021	1070256	390.10	Fuel Network - UTAH DGO Fleet Operations
12/09/21	43571	Fuel Network - UTAH DGO Fleet Operations	11/30/21	Fire - October 2021	1057256	329.64	Fuel Network - UTAH DGO Fleet Operations
Total 43571:						1,998.18	
12/17/21	43601	GAYLORD, LUTHER	12/02/21	Court Interpreter Case 215400759	1042610	45.00	GAYLORD, LUTHER
Total 43601:						45.00	
12/30/21	43638	GAYLORD, LUTHER	12/16/21	Court Interpreter 12/16/2021 Case 215400855	1042610	45.00	GAYLORD, LUTHER
Total 43638:						45.00	
12/09/21	43572	Goff, Ryder	11/22/21	Referee	2071480	16.00	Goff, Ryder
12/09/21	43572	Goff, Ryder	11/22/21	Referee	2071488	22.00	Goff, Ryder
Total 43572:						38.00	
12/30/21	43639	GOVCONNECTION INC	12/01/21	Dual Monitor Stand - Public Relations	1058740	160.71	GOVCONNECTION INC
12/30/21	43639	GOVCONNECTION INC	12/01/21	Replacement Monitors (2)	1058740	394.78	GOVCONNECTION INC
Total 43639:						555.49	
12/09/21	43573	GRIFFIN FAST LUBE/MYFLEETCENTER	11/15/21	Maintenance on 2017 Ram	5240250	112.16	GRIFFIN FAST LUBE/MYFLEETCENTER
Total 43573:						112.16	
12/09/21	43574	Hardman, Carter	12/06/21	Referee	2071480	18.75	Hardman, Carter
12/09/21	43574	Hardman, Carter	12/06/21	Referee	2071488	30.00	Hardman, Carter
Total 43574:						48.75	
12/22/21	43615	Hardman, Carter	12/16/21	Referee	2071488	15.00	Hardman, Carter
Total 43615:						15.00	
12/17/21	43602	Henry Schein, Inc.	11/16/21	Medical Supplies	1057450	59.44	Henry Schein, Inc.
Total 43602:						59.44	

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
12/22/21	43616	Henry Schein, Inc.	11/08/21	Medical Supplies	1057450	362.60	Henry Schein, Inc.
12/22/21	43616	Henry Schein, Inc.	12/02/21	Medical Supplies	1057450	92.00	Henry Schein, Inc.
12/22/21	43616	Henry Schein, Inc.	12/06/21	Medical Supplies	1057450	99.50	Henry Schein, Inc.
Total 43616:						554.10	
12/09/21	43575	Hess, Tyson	11/23/21	Referee	2071488	175.50	Hess, Tyson
Total 43575:						175.50	
12/22/21	43617	Hess, Tyson	12/01/21	Referee	2071488	108.00	Hess, Tyson
Total 43617:						108.00	
12/02/21	43545	Hogan & Associates Construction, Inc	11/30/21	Canyon Meadows Park (West) Phase 1 Constru	4570730	255,323.71	Hogan & Associates Construction, Inc
Total 43545:						255,323.71	
12/09/21	43576	Interstate Barricades, LLC	11/10/21	Street signs	1060415	846.86	Interstate Barricades, LLC
Total 43576:						846.86	
12/30/21	43640	IWORQ SYSTEMS	12/01/21	Hydrant Tracker Software Support	5140350	1,000.00	IWORQ SYSTEMS
Total 43640:						1,000.00	
12/09/21	43577	JOHNSON ELECTRIC	11/01/21	Street Light Maintenance (3)	1060416	576.80	JOHNSON ELECTRIC
Total 43577:						576.80	
12/30/21	43641	JOHNSON ELECTRIC	12/01/21	Streetlight maintenance - (4)	1060416	450.14	JOHNSON ELECTRIC
Total 43641:						450.14	
12/30/21	43642	KEYES ADMINISTRATORS	12/03/21	HRA Fee - Oct 2021 - December 2021	1043136	75.00	KEYES ADMINISTRATORS
Total 43642:						75.00	
12/30/21	43643	Kirk Mobile Repair Inc	12/15/21	Muffler Repair - PW7	5140250	960.21	Kirk Mobile Repair Inc
12/30/21	43643	Kirk Mobile Repair Inc	12/21/21	Hydraulic Leak - PW9	5140250	751.73	Kirk Mobile Repair Inc

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
12/30/21	43643	Kirk Mobile Repair Inc	12/22/21	Repair Hydraulic Hose - PW10	1070250	540.73	Kirk Mobile Repair Inc
Total 43643:						2,252.67	
12/30/21	43644	L N CURTIS	11/08/21	Boots (1)	1057140	445.00	L N CURTIS
12/30/21	43644	L N CURTIS	12/06/21	Boots (1)	1057140	445.00	L N CURTIS
Total 43644:						890.00	
12/30/21	43645	LAYTON CITY CORPORATION	11/30/21	Metro Strike Force - 2021 - 2022	1054310	5,742.00	LAYTON CITY CORPORATION
Total 43645:						5,742.00	
12/09/21	43578	Layton, Kaylie	11/22/21	Referee	2071480	32.00	Layton, Kaylie
12/09/21	43578	Layton, Kaylie	11/22/21	Referee	2071488	54.00	Layton, Kaylie
Total 43578:						86.00	
12/22/21	43618	Layton, Kaylie	12/06/21	Referee	2071488	36.00	Layton, Kaylie
Total 43618:						36.00	
12/22/21	43619	Linde Gas & Equipment Inc	11/20/21	Oxygen	1057450	304.96	Linde Gas & Equipment Inc
12/22/21	43619	Linde Gas & Equipment Inc	11/22/21	Oxygen	1057450	358.12	Linde Gas & Equipment Inc
Total 43619:						663.08	
12/02/21	43546	LOWES PROX	10/20/21	923361 - Insect Repellent	1070261	15.26	LOWES PROX
12/02/21	43546	LOWES PROX	10/20/21	923789 - Replacement Outlet	1070261	125.10	LOWES PROX
12/02/21	43546	LOWES PROX	10/20/21	923222 - Edger Blade	1070261	13.30	LOWES PROX
12/02/21	43546	LOWES PROX	10/20/21	917601 - Edger Blade Return	1070261	13.30	LOWES PROX
12/02/21	43546	LOWES PROX	10/20/21	924799 - Gas Can (2), Saw Blade	1070250	87.31	LOWES PROX
12/02/21	43546	LOWES PROX	10/20/21	923307 - Screwdriver Bit Set (2)	1070250	24.67	LOWES PROX
12/02/21	43546	LOWES PROX	10/20/21	923301 - Lightbulb Return	1070261	12.34	LOWES PROX
12/02/21	43546	LOWES PROX	10/20/21	923304 - Lightbulb	1070261	17.09	LOWES PROX
12/02/21	43546	LOWES PROX	10/20/21	923295 - Lightbulb	1070261	12.34	LOWES PROX
Total 43546:						269.43	
12/02/21	43547	Marcus Richardson	11/30/21	Cash Bail Refund for Case #195400531	1021350	114.00	Marcus Richardson

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 43547:						114.00	
12/02/21	43548	Mark McRae	12/02/21	Replace check #42745 Dated 5/5/2021	0111110	250.00	Mark McRae
Total 43548:						250.00	
12/30/21	43646	Mitel	12/01/21	Telecom service - December 2021	1043280	876.47	Mitel
Total 43646:						876.47	
12/30/21	43647	Morton Salt	12/12/21	Road Salt	1060411	1,343.52	Morton Salt
12/30/21	43647	Morton Salt	12/16/21	Road Salt	1060411	1,352.84	Morton Salt
12/30/21	43647	Morton Salt	12/20/21	Road Salt	1060411	1,248.00	Morton Salt
12/30/21	43647	Morton Salt	12/21/21	Road Salt	1060411	1,319.84	Morton Salt
12/30/21	43647	Morton Salt	12/22/21	Road Salt	1060411	1,459.23	Morton Salt
Total 43647:						6,723.43	
12/22/21	43620	MOTOROLA SOLUTIONS INC.	10/01/21	APX6500 Portable Radio (2)	1015800	5,540.08	MOTOROLA SOLUTIONS INC.
Total 43620:						5,540.08	
12/30/21	43648	MOUNT OLYMPUS WATER	12/01/21	Water Cooler at City Hall	1043262	31.22	MOUNT OLYMPUS WATER
Total 43648:						31.22	
12/30/21	43649	NATIONAL BATTERY SALES	11/24/21	Batteries for Shop Gate Openers	1060260	41.02	NATIONAL BATTERY SALES
Total 43649:						41.02	
12/02/21	43549	NILSON HOMES	11/08/21	Refund of Completion Bond SWC210415053-H	1021340	500.00	NILSON HOMES
12/02/21	43549	NILSON HOMES	11/08/21	Refund of Completion Bond SWC210415054-H	1021340	500.00	NILSON HOMES
Total 43549:						1,000.00	
12/09/21	43579	NILSON HOMES	11/16/21	Refund of Completion Bond SWC210415055-H	1021340	500.00	NILSON HOMES
12/09/21	43579	NILSON HOMES	11/29/21	Refund of Completion Bond SWC210415052-H	1021340	500.00	NILSON HOMES
12/09/21	43579	NILSON HOMES	11/29/21	Refund of Completion Bond SWC210426069-H	1021340	500.00	NILSON HOMES

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 43579:						1,500.00	
12/02/21	43550	NuEhic	11/30/21	Website Fix	1043308	875.00	NuEhic
Total 43550:						875.00	
12/30/21	43650	OFFICE DEPOT	12/07/21	Paper Trimmer	1043240	177.99	OFFICE DEPOT
12/30/21	43650	OFFICE DEPOT	12/08/21	Scanner - Public Relations	1058250	404.78	OFFICE DEPOT
Total 43650:						582.77	
12/28/21	43625	OREILLY AUTOMOTIVE, INC.	12/01/21	Oil and Wiper Fluid for Water Department	1060250	9.45	OREILLY AUTOMOTIVE, INC.
12/28/21	43625	OREILLY AUTOMOTIVE, INC.	12/01/21	Oil Change	1060250	121.77	OREILLY AUTOMOTIVE, INC.
12/28/21	43625	OREILLY AUTOMOTIVE, INC.	12/01/21	Air Conditioner Charge	1060250	47.99	OREILLY AUTOMOTIVE, INC.
12/28/21	43625	OREILLY AUTOMOTIVE, INC.	12/01/21	Battery	1060250	414.20	OREILLY AUTOMOTIVE, INC.
12/28/21	43625	OREILLY AUTOMOTIVE, INC.	12/01/21	Battery Return	1060250	288.90	OREILLY AUTOMOTIVE, INC.
Total 43625:						304.51	
12/09/21	43580	PEHP LTD PAYMENTS	11/23/21	LTD Premium - 11/08/2021 - 11/21/2021	1043135	176.94	PEHP LTD PAYMENTS
Total 43580:						176.94	
12/30/21	43651	PEHP LTD PAYMENTS	12/13/21	LTD Premium -10/25/2021 - 11/07/2021	1043135	207.79	PEHP LTD PAYMENTS
Total 43651:						207.79	
12/09/21	43581	PERRY HOMES	11/16/21	Refund of Completion Bond SWC210125013-C	1021340	500.00	PERRY HOMES
Total 43581:						500.00	
12/30/21	43652	PITNEY BOWES PURCHASE POWER	12/01/21	Postage for court	1042240	307.39	PITNEY BOWES PURCHASE POWER
12/30/21	43652	PITNEY BOWES PURCHASE POWER	12/01/21	Postage for Administration	1043240	717.25	PITNEY BOWES PURCHASE POWER
12/30/21	43652	PITNEY BOWES PURCHASE POWER	12/01/21	POSTAGE FOR UTILITIES	5140240	512.32	PITNEY BOWES PURCHASE POWER
12/30/21	43652	PITNEY BOWES PURCHASE POWER	12/01/21	POSTAGE FOR UTILITIES	5240240	512.33	PITNEY BOWES PURCHASE POWER
Total 43652:						2,049.29	
12/02/21	43551	PROTECT YOUTH SPORTS	11/30/21	Background Check (1)	1043137	30.45	PROTECT YOUTH SPORTS

M = Manual Check, V = Void Check

SOUTH WEBER CITY

Check Register - Council Approval w/ inv date  
 Check Issue Dates: 12/1/2021 - 12/31/2021

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
12/02/21	43551	PROTECT YOUTH SPORTS	11/30/21	Background Check (1)	1057137	19.95	PROTECT YOUTH SPORTS
Total 43551:						50.40	
12/02/21	43552	Rescue Stat	11/30/21	1 Year Renewal Program Management	2071250	125.00	Rescue Stat
Total 43552:						125.00	
12/02/21	43553	Revco Leasing Company	11/09/21	Plotter Lease - November 2021	1058250	520.74	Revco Leasing Company
Total 43553:						520.74	
12/30/21	43653	Revco Leasing Company	12/07/21	Plotter Lease - December 2021	1058250	520.74	Revco Leasing Company
Total 43653:						520.74	
12/09/21	43582	ROBINSON WASTE SERVICES INC	11/01/21	Garbage Collection - November 2021	5340492	11,833.28	ROBINSON WASTE SERVICES INC
12/09/21	43582	ROBINSON WASTE SERVICES INC	12/01/21	Park & Ride Collection - December 2021	1070626	47.01	ROBINSON WASTE SERVICES INC
Total 43582:						11,880.29	
12/17/21	43603	ROBINSON WASTE SERVICES INC	11/30/21	Garbage Collection - November 2021	5340492	11,932.33	ROBINSON WASTE SERVICES INC
Total 43603:						11,932.33	
12/22/21	43621	ROBINSON WASTE SERVICES INC	12/01/21	Dump for Fire Station	1057260	150.00	ROBINSON WASTE SERVICES INC
Total 43621:						150.00	
12/02/21	43554	ROCKY MOUNTAIN POWER	11/02/21	Cottonwood Drive Vault	5140270	83.88	ROCKY MOUNTAIN POWER
12/02/21	43554	ROCKY MOUNTAIN POWER	11/02/21	Power at Posse Grounds	1070270	27.45	ROCKY MOUNTAIN POWER
12/02/21	43554	ROCKY MOUNTAIN POWER	11/02/21	677 E Old Fort Rd	1070270	22.92	ROCKY MOUNTAIN POWER
12/02/21	43554	ROCKY MOUNTAIN POWER	11/02/21	310 S Kingston E	1070270	37.04	ROCKY MOUNTAIN POWER
Total 43554:						171.29	
12/30/21	43654	ROCKY MOUNTAIN POWER	12/06/21	6700 E Old Fort Rd	1070261	22.81	ROCKY MOUNTAIN POWER
12/30/21	43654	ROCKY MOUNTAIN POWER	12/06/21	Cottonwood Drive Vault	5140270	70.95	ROCKY MOUNTAIN POWER
12/30/21	43654	ROCKY MOUNTAIN POWER	12/06/21	Power at Posse Grounds	1070270	27.72	ROCKY MOUNTAIN POWER
12/30/21	43654	ROCKY MOUNTAIN POWER	12/06/21	310 S Kingston E	1070270	36.18	ROCKY MOUNTAIN POWER

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 43654:						157.66	
12/20/21	43610	ROPER BUILDINGS	12/06/21	Pole Barn - Fire Station	4557720	11,810.00	ROPER BUILDINGS
Total 43610:						11,810.00	
12/30/21	43655	Shums Coda Associates	12/01/21	Building Inspector - November 2021	1058326	3,010.00	Shums Coda Associates
Total 43655:						3,010.00	
12/30/21	43656	SOUTH OGDEN CITY	12/01/21	Volleyball League	2071484	1,238.72	SOUTH OGDEN CITY
Total 43656:						1,238.72	
12/09/21	43583	Stake Center Locating Inc.	11/30/21	Blue Staking of street lights (49)	1060416	735.00	Stake Center Locating Inc.
Total 43583:						735.00	
12/09/21	43584	STAKER PARSON MATERIALS AND CONS	11/22/21	Water leak Old Maple Farms	5140490	77.54	STAKER PARSON MATERIALS AND CONSTRUCT
12/09/21	43584	STAKER PARSON MATERIALS AND CONS	11/23/21	Water leak - 8300 South Weber	5140490	387.11	STAKER PARSON MATERIALS AND CONSTRUCT
Total 43584:						464.65	
12/17/21	43604	STATE OF UTAH-D.O.P.L.	11/30/21	3rd Quarter 2021 State Surcharge Fees	1022950	614.54	STATE OF UTAH-D.O.P.L.
Total 43604:						614.54	
12/22/21	43622	Stephens,Sam	12/01/21	Referee	2071480	41.25	Stephens,Sam
12/22/21	43622	Stephens,Sam	12/01/21	Referee	2071488	16.88	Stephens,Sam
Total 43622:						58.13	
12/30/21	43657	STERLING CODIFIERS INC	12/14/21	Annual Web Hosting Fee 2022	1043314	500.00	STERLING CODIFIERS INC
Total 43657:						500.00	
12/09/21	43585	StreetScan	11/01/21	Street Condition Data Collection Software	5676730	26,750.00	StreetScan

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 43585:						26,750.00	
12/09/21	43586	SWEEP N UTAH	11/17/21	Street Sweep - (6 Days) - November 2021	1060410	8,225.00	SWEEP N UTAH
Total 43586:						8,225.00	
12/30/21	43658	SWEEP N UTAH	12/06/21	Street Sweep - (1 Day) - November 2021	1060410	471.25	SWEEP N UTAH
Total 43658:						471.25	
12/17/21	43605	UNIFIRST CORPORATION	11/26/21	Towels & Rugs for FAC	2071241	77.42	UNIFIRST CORPORATION
Total 43605:						77.42	
12/30/21	43659	UNIFIRST CORPORATION	11/12/21	Towels & Mats for FAC	2071241	107.12	UNIFIRST CORPORATION
12/30/21	43659	UNIFIRST CORPORATION	11/30/21	Towels & Mats for FAC	2071241	77.42	UNIFIRST CORPORATION
12/30/21	43659	UNIFIRST CORPORATION	12/03/21	Towels for FAC	2071241	29.70	UNIFIRST CORPORATION
12/30/21	43659	UNIFIRST CORPORATION	12/10/21	Towels & Mats for FAC	2071241	77.42	UNIFIRST CORPORATION
12/30/21	43659	UNIFIRST CORPORATION	12/17/21	Towels for FAC	2071241	29.70	UNIFIRST CORPORATION
Total 43659:						321.36	
12/30/21	43660	UPPERCASE PRINTING INK	11/30/21	Newsletter - November 2021	5140370	108.91	UPPERCASE PRINTING INK
12/30/21	43660	UPPERCASE PRINTING INK	11/30/21	Newsletter - November 2021	5240370	77.45	UPPERCASE PRINTING INK
12/30/21	43660	UPPERCASE PRINTING INK	11/30/21	Newsletter - November 2021	5340370	24.20	UPPERCASE PRINTING INK
12/30/21	43660	UPPERCASE PRINTING INK	11/30/21	Newsletter - November 2021	5440370	16.94	UPPERCASE PRINTING INK
Total 43660:						227.50	
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Playbooks (6)	2071488	25.42	SAV ON
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Bounce Houses for Trick or Treat	1041494	50.00	BOUNCIN BINS
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Face Masks	2071240	25.67	HOME DEPOT CREDIT SERVICES
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Bounce Houses for Trick or Treat	1041494	268.20	BOUNCIN BINS
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Supplies for Conference Room	1043262	33.97	Amazon.com
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Supplies for Conference Room	1043262	19.11	Maverik
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Job Notice - Front Desk	1043220	170.30	Generic Visa Purchase
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Mouse and Keyboard - Community Services Dir	1058250	96.68	Best Buy
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Supplies for Conference Room	1043262	122.18	Walmart
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	A Team Supplies	1058250	99.48	Amazon.com

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Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Supplies for Conference Room	1043262	66.53	WINEGAR'S
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Telecom Services	1057280	1,238.67	FirstNet c/o ATT Mobility
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Telecom Services	1057280	211.33	FirstNet c/o ATT Mobility
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Picture Frames	1057240	27.72	Walmart
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	ICMA Conference	1043230	621.27	GENERIC TRAVEL LODGING
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	ICMA Conference	1043230	8.10	GENERIC TRAVEL LODGING
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	UCMA Fall Conference	1043230	30.00	UCMA
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Subscription	1043350	33.96	Generic Visa Purchase
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	UCMA Fall Conference	1043230	227.09	GENERIC TRAVEL LODGING
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	UCMA Fall Conference	1043230	2.70	GENERIC TRAVEL LODGING
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Subscription	1043350	21.43	Constant Contact
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Subscription	1043350	16.07	Zoom Video Communications
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Staff Appreciation Lunch	1043329	77.28	Burly Burger
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	UGFOA Conference	1043230	15.84	GENERIC TRAVEL RESTAURANT
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Annual Membership	1043210	75.00	Assn of Public Treasurers
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Annual Membership	1043210	170.00	GFOA
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	UGFOA Conference	1043230	24.26	GENERIC TRAVEL RESTAURANT
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	UPS - Backup Power	1043250	415.98	Best Buy
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	UGFOA Conference	1043230	413.13	GENERIC TRAVEL LODGING
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	UGFOA Conference	1043230	21.57	GENERIC TRAVEL LODGING
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Laptop for Fire Department	1057250	1,575.09	Lenovo Group
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Budget Award Submission	1043610	345.00	GFOA
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Speaker Stands	1043240	124.63	GUITAR CENTER
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Network Adapters	1043240	59.06	Best Buy
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Annual Subscription	1043350	192.92	ADOBE SYSTEMS
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Ipad Protective Covers (3)	1057250	72.87	Amazon.com
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Halloween Trick or Treat Event and Station Sup	1057240	475.99	COSTCO WHOLESALE
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Fire Fighting Training Course	1057230	63.50	FIRE PROTECTION PUBLICATIONS
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Lockers for Fire Station	1057260	2,286.67	GLOBAL INDUSTRIAL EQUIPMENT
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	License Renewal	1058210	64.00	Generic Visa Purchase
12/02/21	43555	US BANK-VISA PAYMENT	10/04/21	Subscription	1058210	16.02	Generic Visa Purchase
Total 43555:						9,904.69	
12/30/21	43661	UTAH ASSOC OF PUBLIC TREASURERS	12/13/21	MEMBERSHIP FEE	1043210	75.00	UTAH ASSOC OF PUBLIC TREASURERS
Total 43661:						75.00	
12/17/21	43606	UTAH HIGHWAY PATROL-DAVIS	12/02/21	Witness - Case #215400719	1042610	18.50	UTAH HIGHWAY PATROL-DAVIS

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 43606:						18.50	
12/17/21	43607	UTAH LOCAL GOVERNMENTS TRUST	11/12/21	Workers Comp Monthly Premium - Nov	1022250	2,790.66	UTAH LOCAL GOVERNMENTS TRUST
Total 43607:						2,790.66	
12/09/21	43587	VANGUARD CLEANING SYSTEMS OF U	12/01/21	Janitorial service - December 2021	1043262	280.00	VANGUARD CLEANING SYSTEMS OF U
Total 43587:						280.00	
12/30/21	43662	VERIZON WIRELESS	12/01/21	Public Works Air Card - December 2021	5140280	40.01	VERIZON WIRELESS
Total 43662:						40.01	
12/09/21	43588	WASATCH INTEGRATED WASTE MGMT	11/01/21	Garbage Collection - November 2021	5340492	22,298.40	WASATCH INTEGRATED WASTE MGMT
12/09/21	43588	WASATCH INTEGRATED WASTE MGMT	11/30/21	Park Waste	5340492	5.00	WASATCH INTEGRATED WASTE MGMT
Total 43588:						22,303.40	
12/02/21	43556	WEBER BASIN WATER	11/15/21	0068555 - Hidden Oak Holding Pond	1070270	120.82	WEBER BASIN WATER
12/02/21	43556	WEBER BASIN WATER	11/15/21	0066614 - Cedar Bench Park	1070270	413.68	WEBER BASIN WATER
12/02/21	43556	WEBER BASIN WATER	11/15/21	0068645 - Silver Leaf Holding Pond	1070270	479.63	WEBER BASIN WATER
12/02/21	43556	WEBER BASIN WATER	11/15/21	068678 - Nathan Locke Park	1070270	237.63	WEBER BASIN WATER
12/02/21	43556	WEBER BASIN WATER	11/15/21	0068706 - Well House on Church St	1070270	199.67	WEBER BASIN WATER
12/02/21	43556	WEBER BASIN WATER	11/15/21	0068856 - Water Tank	1070270	571.38	WEBER BASIN WATER
Total 43556:						2,022.81	
12/17/21	43608	WEBER BASIN WATER	11/01/21	3rd Quarter Impact Fees 2021 (19 permits)	5121357	122,164.00	WEBER BASIN WATER
Total 43608:						122,164.00	
12/30/21	43663	WEBER BASIN WATER	12/20/21	Annual Retreat Rental	1041230	262.50	WEBER BASIN WATER
Total 43663:						262.50	
12/09/21	43589	West Coast Code Consultants Inc.	11/01/21	Fire plan review - Riverside RV Pool	1058319	280.00	West Coast Code Consultants Inc.
12/09/21	43589	West Coast Code Consultants Inc.	11/01/21	Structural Review - Geneva Rock Sign	1058319	110.00	West Coast Code Consultants Inc.
12/09/21	43589	West Coast Code Consultants Inc.	11/16/21	Fire plan review - South Weber Gateway - 1st	1058319	135.00	West Coast Code Consultants Inc.

M = Manual Check, V = Void Check

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 43589:						525.00	
12/30/21	43664	Woodscape of Utah	11/01/21	Playground chip for Canyon Meadows Park	1070261	3,600.00	Woodscape of Utah
Total 43664:						3,600.00	
12/30/21	43665	WORKFORCE QA	11/30/21	Drug Test (1)	1043137	38.00	WORKFORCE QA
12/30/21	43665	WORKFORCE QA	11/30/21	Drug Test (2)	1057137	76.00	WORKFORCE QA
Total 43665:						114.00	
12/09/21	43590	YOUNG AUTOMOTIVE GROUP	11/19/21	Ram 2500 Transmission repair and service	5240250	1,958.09	YOUNG AUTOMOTIVE GROUP
12/09/21	43590	YOUNG AUTOMOTIVE GROUP	V 11/19/21	Ram 2500 Transmission repair and service	5240250	1,958.09	YOUNG AUTOMOTIVE GROUP
Total 43590:						3,916.18	
12/09/21	43592	YOUNG AUTOMOTIVE GROUP	11/19/21	Ram 2500 Transmission repair and service	5240250	1,958.09	YOUNG AUTOMOTIVE GROUP
Total 43592:						1,958.09	
12/22/21	43623	Zoll Medical Corporation	12/01/21	Medical Supplies	1057450	33.12	Zoll Medical Corporation
Total 43623:						33.12	
Grand Totals:						742,751.51	

Approval Date: \_\_\_\_\_

Mayor \_\_\_\_\_

City Recorder: \_\_\_\_\_

M = Manual Check, V = Void Check

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100	.00	.00	933,000.00	933,000.00	.0
10-31-120	.00	.00	10,000.00	10,000.00	.0
10-31-200	.00	.00	30,000.00	30,000.00	.0
10-31-300	.00	229,843.21	900,000.00	670,156.79	25.5
10-31-305	.00	.00	.00	.00	.0
10-31-310	8,869.72	4,596.21	412,000.00	407,403.79	1.1
<b>TOTAL TAXES</b>	<b>8,869.72</b>	<b>234,439.42</b>	<b>2,285,000.00</b>	<b>2,050,560.58</b>	<b>10.3</b>
<u>LICENSES AND PERMITS</u>					
10-32-100	1,260.00	1,900.00	8,000.00	6,100.00	23.8
10-32-210	16,781.01	99,255.34	330,000.00	230,744.66	30.1
10-32-290	5,208.21	33,337.51	60,000.00	26,662.49	55.6
10-32-310	.00	94.00	.00	( 94.00)	.0
<b>TOTAL LICENSES AND PERMITS</b>	<b>23,249.22</b>	<b>134,586.85</b>	<b>398,000.00</b>	<b>263,413.15</b>	<b>33.8</b>
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-400	.00	.00	5,000.00	5,000.00	.0
10-33-500	.00	.00	50,000.00	50,000.00	.0
10-33-550	1,418.00	1,418.00	.00	( 1,418.00)	.0
10-33-560	.00	156,987.53	100,000.00	( 56,987.53)	157.0
10-33-580	.00	.00	7,000.00	7,000.00	.0
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>1,418.00</b>	<b>158,405.53</b>	<b>162,000.00</b>	<b>3,594.47</b>	<b>97.8</b>
<u>CHARGES FOR SERVICES</u>					
10-34-100	1,500.00	6,516.80	10,000.00	3,483.20	65.2
10-34-105	7,010.25	29,490.75	60,000.00	30,509.25	49.2
10-34-250	.00	1,112.50	.00	( 1,112.50)	.0
10-34-254	.00	.00	.00	.00	.0
10-34-270	.00	.00	30,000.00	30,000.00	.0
10-34-560	776.10	9,119.74	70,000.00	60,880.26	13.0
10-34-760	.00	.00	.00	.00	.0
10-34-910	.00	.00	202,000.00	202,000.00	.0
<b>TOTAL CHARGES FOR SERVICES</b>	<b>9,286.35</b>	<b>46,239.79</b>	<b>372,000.00</b>	<b>325,760.21</b>	<b>12.4</b>

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES AND FORFEITURES</u>						
10-35-100	FINES	19,280.72	54,508.49	90,000.00	35,491.51	60.6
	TOTAL FINES AND FORFEITURES	19,280.72	54,508.49	90,000.00	35,491.51	60.6
<u>MISCELLANEOUS REVENUE</u>						
10-36-100	INTEREST EARNINGS	.00	6,753.80	10,000.00	3,246.20	67.5
10-36-300	NEWSLETTER SPONSORS	.00	.00	.00	.00	.0
10-36-400	SALE OF ASSETS	.00	.00	.00	.00	.0
10-36-900	SUNDRY REVENUES	390.00	10,312.59	30,500.00	20,187.41	33.8
10-36-901	FARMERS MARKET	.00	.00	.00	.00	.0
	TOTAL MISCELLANEOUS REVENUE	390.00	17,066.39	40,500.00	23,433.61	42.1
<u>CONTRIBUTIONS AND TRANSFERS</u>						
10-39-091	TRANSFER FROM CAPITAL PROJECTS	.00	.00	.00	.00	.0
10-39-100	FIRE AGREEMENT/JOB CORPS	.00	.00	3,500.00	3,500.00	.0
10-39-110	FIRE AGREEMENT/COUNTY	.00	3,580.00	1,000.00	( 2,580.00)	358.0
10-39-800	TFR FROM IMPACT FEES	.00	.00	12,000.00	12,000.00	.0
10-39-900	FUND BALANCE TO BE APPROPRIATE	.00	.00	.00	.00	.0
10-39-910	TRANSFER FROM CLASS "C" RES.	.00	.00	.00	.00	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	.00	3,580.00	16,500.00	12,920.00	21.7
	TOTAL FUND REVENUE	62,494.01	648,826.47	3,364,000.00	2,715,173.53	19.3

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-41-005 SALARIES - COUNCIL & COMMISSIO	2,000.00	10,000.00	28,000.00	18,000.00	35.7
10-41-131 EMPLOYEE BENEFIT-EMPLOYER FICA	153.00	765.00	2,200.00	1,435.00	34.8
10-41-133 EMPLOYEE BENEFIT - WORK. COMP.	83.19	415.95	700.00	284.05	59.4
10-41-140 UNIFORMS	.00	.00	300.00	300.00	.0
10-41-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	4,000.00	4,000.00	.0
10-41-230 TRAVEL & TRAINING	.00	.00	12,600.00	12,600.00	.0
10-41-240 OFFICE SUPPLIES AND EXPENSE	.00	.00	200.00	200.00	.0
10-41-370 PROFESSIONAL/TECHNICAL SERVICE	.00	.00	.00	.00	.0
10-41-494 YOUTH CITY COUNCIL	.00	3,925.75	5,000.00	1,074.25	78.5
10-41-620 MISCELLANEOUS	.00	3,482.74	4,000.00	517.26	87.1
10-41-740 EQUIPMENT	.00	.00	.00	.00	.0
10-41-925 TRANSFER TO COUNTRY FAIR DAYS	.00	5,000.00	5,000.00	.00	100.0
TOTAL LEGISLATIVE	2,236.19	23,589.44	62,000.00	38,410.56	38.1
<u>JUDICIAL</u>					
10-42-004 JUDGE SALARY	1,137.28	5,686.40	15,000.00	9,313.60	37.9
10-42-110 EMPLOYEE SALARIES	2,535.21	12,890.01	35,000.00	22,109.99	36.8
10-42-130 EMPLOYEE BENEFIT - RETIREMENT	689.28	3,833.18	11,000.00	7,166.82	34.9
10-42-131 EMPLOYEE BENEFIT-EMPLOYER FICA	275.58	1,534.73	4,000.00	2,465.27	38.4
10-42-133 EMPLOYEE BENEFIT - WORK. COMP.	53.82	269.64	500.00	230.36	53.9
10-42-134 EMPLOYEE BENEFIT - UI	.00	.00	.00	.00	.0
10-42-135 EMPLOYEE BENEFIT - HEALTH INS.	1,013.54	5,067.70	13,000.00	7,932.30	39.0
10-42-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	108.38	600.00	491.62	18.1
10-42-230 TRAVEL & TRAINING	.00	135.20	3,100.00	2,964.80	4.4
10-42-240 OFFICE SUPPLIES & EXPENSE	22.54	407.12	600.00	192.88	67.9
10-42-243 COURT REFUNDS	.00	.00	.00	.00	.0
10-42-280 TELEPHONE	40.00	180.00	500.00	320.00	36.0
10-42-313 PROFESSIONAL/TECH. - ATTORNEY	600.00	3,450.00	10,000.00	6,550.00	34.5
10-42-317 PROFESSIONAL/TECHNICAL-BAILIFF	.00	.00	4,000.00	4,000.00	.0
10-42-350 SOFTWARE MAINTENANCE	.00	263.40	800.00	536.60	32.9
10-42-550 BANKING CHARGES	.00	443.32	600.00	156.68	73.9
10-42-610 MISCELLANEOUS	82.00	365.30	1,300.00	934.70	28.1
10-42-740 EQUIPMENT	.00	.00	.00	.00	.0
TOTAL JUDICIAL	6,449.25	34,634.38	100,000.00	65,365.62	34.6

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>					
10-43-110	FULL-TIME EMPLOYEE SALARIES	23,497.06	125,987.84	325,000.00	199,012.16 38.8
10-43-120	PART-TIME EMPLOYEE SALARIES	267.75	15,670.97	73,000.00	57,329.03 21.5
10-43-125	EMPLOYEE INCENTIVE	.00	.00	.00	.00 .0
10-43-130	EMPLOYEE BENEFIT - RETIREMENT	4,646.39	26,936.50	84,000.00	57,063.50 32.1
10-43-131	EMPLOYEE BENEFIT-EMPLOYER FICA	1,861.61	12,115.21	31,000.00	18,884.79 39.1
10-43-133	EMPLOYEE BENEFIT - WORK. COMP.	407.66	2,111.96	3,200.00	1,088.04 66.0
10-43-134	EMPLOYEE BENEFIT - UI	.00	.00	.00	.00 .0
10-43-135	EMPLOYEE BENEFIT - HEALTH INS.	4,781.80	26,990.44	68,000.00	41,009.56 39.7
10-43-136	HRA REIMBURSEMENT - HEALTH INS	.00	75.00	3,500.00	3,425.00 2.1
10-43-137	EMPLOYEE TESTING	30.45	48.40	.00	( 48.40) .0
10-43-140	UNIFORMS	.00	.00	1,000.00	1,000.00 .0
10-43-210	BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	1,462.50	3,500.00	2,037.50 41.8
10-43-220	PUBLIC NOTICES	.00	2,516.92	5,000.00	2,483.08 50.3
10-43-230	TRAVEL & TRAINING	400.00	6,659.46	20,000.00	13,340.54 33.3
10-43-240	OFFICE SUPPLIES & EXPENSE	145.60	3,599.62	8,000.00	4,400.38 45.0
10-43-250	EQUIPMENT - SUPPLIES AND MAINT	.00	1,245.48	5,500.00	4,254.52 22.7
10-43-252	EQUIPMENT MAINT. - CASELLE	.00	.00	.00	.00 .0
10-43-253	EQUIPMENT MAINT. - SOFTWARE	.00	.00	.00	.00 .0
10-43-256	FUEL EXPENSE	.00	47.02	300.00	252.98 15.7
10-43-262	GENERAL GOVERNMENT BUILDINGS	381.05	3,054.86	7,500.00	4,445.14 40.7
10-43-270	UTILITIES	.00	1,626.00	6,000.00	4,374.00 27.1
10-43-280	TELEPHONE	1,056.47	6,586.92	18,000.00	11,413.08 36.6
10-43-308	PROFESSIONAL & TECH - I.T.	1,611.00	5,792.66	13,000.00	7,207.34 44.6
10-43-309	PROFESSIONAL & TECH - AUDITOR	.00	.00	12,000.00	12,000.00 .0
10-43-310	PROFESSIONAL/TECH. - PLANNER	.00	.00	.00	.00 .0
10-43-311	PRO & TECH - ECO DEVELOPMENT	.00	.00	.00	.00 .0
10-43-312	PROFESSIONAL & TECH. - ENGINEER	.00	.00	.00	.00 .0
10-43-313	PROFESSIONAL/TECH. - ATTORNEY	.00	16,331.00	100,000.00	83,669.00 16.3
10-43-314	ORDINANCE CODIFICATION	.00	2,452.00	3,000.00	548.00 81.7
10-43-316	ELECTIONS	8,726.13	18,862.26	17,500.00	( 1,362.26) 107.8
10-43-319	PROF./TECH. -SUBD. REVIEWS	.00	.00	.00	.00 .0
10-43-329	CITY MANAGER FUND	.00	1,682.14	3,000.00	1,317.86 56.1
10-43-350	SOFTWARE MAINTENANCE	1,039.35	10,226.04	26,000.00	15,773.96 39.3
10-43-510	INSURANCE & SURETY BONDS	.00	45,773.29	44,000.00	( 1,773.29) 104.0
10-43-550	BANKING CHARGES	.00	90.96	1,000.00	909.04 9.1
10-43-610	MISCELLANEOUS	96.75	2,620.77	1,000.00	( 1,620.77) 262.1
10-43-620	MISCELLANEOUS	.00	.00	.00	.00 .0
10-43-621	CONTRIBUTIONS & DONATIONS	.00	.00	.00	.00 .0
10-43-625	CASH OVER AND SHORT	.00	.00	.00	.00 .0
10-43-720	BUILDINGS	.00	.00	.00	.00 .0
10-43-740	EQUIPMENT	.00	599.97	5,000.00	4,400.03 12.0
10-43-745	EQUIPMENT COSTING OVER \$500	.00	.00	.00	.00 .0
10-43-841	TRANSFER TO RECREATION FUND	.00	.00	75,000.00	75,000.00 .0
10-43-910	TRANSFER TO CAP. PROJ. FUND	.00	.00	.00	.00 .0
	<b>TOTAL ADMINISTRATIVE</b>	<b>48,949.07</b>	<b>341,166.19</b>	<b>963,000.00</b>	<b>621,833.81 35.4</b>

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>						
10-54-310	SHERIFF'S DEPARTMENT	.00	73,960.00	230,000.00	156,040.00	32.2
10-54-311	ANIMAL CONTROL	1,741.63	8,708.15	22,000.00	13,291.85	39.6
10-54-320	EMERGENCY PREPAREDNESS	.00	.00	74,000.00	74,000.00	.0
10-54-321	LIQUOR LAW ENFORCEMENT	.00	.00	7,000.00	7,000.00	.0
	<b>TOTAL PUBLIC SAFETY</b>	<b>1,741.63</b>	<b>82,668.15</b>	<b>333,000.00</b>	<b>250,331.85</b>	<b>24.8</b>
<u>FIRE PROTECTION</u>						
10-57-110	FULL-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
10-57-120	PART-TIME EMPLOYEE SALARIES	43,879.69	182,192.44	510,000.00	327,807.56	35.7
10-57-131	EMPLOYEE BENEFIT-EMPLOYER FICA	3,360.56	15,250.74	39,000.00	23,749.26	39.1
10-57-133	EMPLOYEE BENEFIT - WORK. COMP.	3,160.25	12,755.50	20,000.00	7,244.50	63.8
10-57-134	EMPLOYEE BENEFIT - UI	.00	.00	.00	.00	.0
10-57-137	EMPLOYEE TESTING	19.95	239.55	1,000.00	760.45	24.0
10-57-140	UNIFORMS	.00	2,346.00	8,500.00	6,154.00	27.6
10-57-210	BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	1,000.00	1,000.00	.0
10-57-230	TRAVEL & TRAINING	.00	976.18	8,500.00	7,523.82	11.5
10-57-240	OFFICE SUPPLIES & EXPENSE	.00	606.41	2,500.00	1,893.59	24.3
10-57-250	EQUIPMENT SUPPLIES & MAINT.	.00	8,980.15	24,000.00	15,019.85	37.4
10-57-256	FUEL EXPENSE	329.64	1,491.80	4,000.00	2,508.20	37.3
10-57-260	BUILDINGS & GROUNDS MAINT.	.00	6,572.67	16,000.00	9,427.33	41.1
10-57-270	UTILITIES	.00	1,914.96	7,000.00	5,085.04	27.4
10-57-280	TELEPHONE	186.64	4,292.42	9,000.00	4,707.58	47.7
10-57-350	SOFTWARE MAINTENANCE	.00	338.25	8,500.00	8,161.75	4.0
10-57-370	PROFESSIONAL & TECH. SERVICES	.00	9,288.28	18,000.00	8,711.72	51.6
10-57-375	PARAMEDIC SERVICES	.00	.00	.00	.00	.0
10-57-450	SPECIAL PUBLIC SAFETY SUPPLIES	.00	12,615.42	30,000.00	17,384.58	42.1
10-57-530	INTEREST EXPENSE	.00	2,448.99	5,000.00	2,551.01	49.0
10-57-550	BANKING CHARGES	.00	90.96	500.00	409.04	18.2
10-57-622	HEALTH & WELLNESS EXPENSES	.00	.00	1,500.00	1,500.00	.0
10-57-740	EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
10-57-745	EQUIPMENT COSTING OVER \$500	.00	.00	.00	.00	.0
10-57-811	BOND PRINCIPAL	.00	.00	27,000.00	27,000.00	.0
	<b>TOTAL FIRE PROTECTION</b>	<b>50,936.73</b>	<b>262,400.72</b>	<b>751,000.00</b>	<b>488,599.28</b>	<b>34.9</b>



SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY SERVICES</u>					
10-58-004 SUPERVISOR SALARIES	.00	.00	.00	.00	.0
10-58-110 FULL-TIME EMPLOYEE SALARIES	12,624.13	66,853.84	160,000.00	93,146.16	41.8
10-58-120 PART-TIME EMPLOYEE SALARIES	1,255.88	3,992.26	35,000.00	31,007.74	11.4
10-58-130 EMPLOYEE BENEFIT - RETIREMENT	2,467.67	13,315.12	40,000.00	26,684.88	33.3
10-58-131 EMPLOYEE BENEFIT-EMPLOYER FICA	1,038.10	5,611.38	15,000.00	9,388.62	37.4
10-58-132 EMPLOYEE BENEFIT - 401K PLAN	.00	.00	.00	.00	.0
10-58-133 EMPLOYEE BENEFIT - WORK. COMP.	429.95	2,137.53	3,000.00	862.47	71.3
10-58-134 EMPLOYEE BENEFIT - UI	.00	.00	.00	.00	.0
10-58-135 EMPLOYEE BENEFIT - HEALTH INS.	2,842.64	14,236.80	35,000.00	20,763.20	40.7
10-58-137 EMPLOYEE TESTING	.00	.00	.00	.00	.0
10-58-140 UNIFORMS	101.65	534.66	1,200.00	665.34	44.6
10-58-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	315.48	500.00	184.52	63.1
10-58-230 TRAVEL & TRAINING	.00	1,382.25	11,500.00	10,117.75	12.0
10-58-250 EQUIPMENT SUPPLIES & MAINT.	520.74	1,823.98	4,000.00	2,176.02	45.6
10-58-255 VEHICLE LEASE	.00	.00	.00	.00	.0
10-58-256 FUEL EXPENSE	326.80	497.49	1,000.00	502.51	49.8
10-58-280 TELEPHONE	124.24	539.22	1,800.00	1,260.78	30.0
10-58-310 PROFESSIONAL & TCH. - PLANNER	.00	.00	.00	.00	.0
10-58-311 PROFESSIONAL & TECH - ECODEV	.00	.00	.00	.00	.0
10-58-312 PROFESSIONAL & TECH. - ENGINR	5,796.00	13,942.25	60,000.00	46,057.75	23.2
10-58-319 PROF./TECH. -SUBD. REVIEWS	7,535.25	24,982.25	60,000.00	35,017.75	41.6
10-58-325 PROFESSIONAL/TECHICAL - MAPS/G	265.50	3,925.75	15,000.00	11,074.25	26.2
10-58-326 PROF. & TECH. - INSPECTIONS	.00	12,915.00	40,000.00	27,085.00	32.3
10-58-350 SOFTWARE MAINTENANCE	.00	8,160.00	13,000.00	4,840.00	62.8
10-58-370 PROFESSIONAL & TECH. SERVICES	.00	.00	.00	.00	.0
10-58-620 MISCELLANEOUS	.00	.00	.00	.00	.0
10-58-740 EQUIPMENT	.00	1,909.50	.00	( 1,909.50)	.0
<b>TOTAL COMMUNITY SERVICES</b>	<b>35,328.55</b>	<b>177,074.76</b>	<b>496,000.00</b>	<b>318,925.24</b>	<b>35.7</b>

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
10-60-110 FULL-TIME EMPLOYEE SALARIES	4,199.67	19,353.77	59,000.00	39,646.23	32.8
10-60-120 PART-TIME EMPLOYEE SALARIES	2,271.30	6,791.28	24,000.00	17,208.72	28.3
10-60-130 EMPLOYEE BENEFIT - RETIREMENT	750.17	4,057.17	13,000.00	8,942.83	31.2
10-60-131 EMPLOYEE BENEFIT-EMPLOYER FICA	487.06	2,081.04	6,400.00	4,318.96	32.5
10-60-133 EMPLOYEE BENEFIT - WORK. COMP.	255.80	1,156.19	2,400.00	1,243.81	48.2
10-60-134 EMPLOYEE BENEFIT - UI	.00	.00	.00	.00	.0
10-60-135 EMPLOYEE BENEFIT - HEALTH INS.	430.35	2,027.91	10,000.00	7,972.09	20.3
10-60-137 EMPLOYEE TESTING	.00	38.00	400.00	362.00	9.5
10-60-140 UNIFORMS	101.60	1,273.94	800.00	( 473.94)	159.2
10-60-230 TRAVEL & TRAINING	.00	24.98	2,000.00	1,975.02	1.3
10-60-250 EQUIPMENT SUPPLIES & MAINT.	66.22	473.33	6,000.00	5,526.67	7.9
10-60-255 VEHICLE LEASE	.00	.00	.00	.00	.0
10-60-256 FUEL EXPENSE	186.63	601.12	4,600.00	3,998.88	13.1
10-60-260 BUILDINGS & GROUNDS MAINT.	133.87	284.29	5,000.00	4,715.71	5.7
10-60-271 UTILITIES - STREET LIGHTS	.00	10,567.03	60,000.00	49,432.97	17.6
10-60-280 TELEPHONE	36.48	111.64	.00	( 111.64)	.0
10-60-312 PROFESSIONAL & TECH. - ENGINR	2,550.00	3,066.00	20,000.00	16,934.00	15.3
10-60-325 PROFESSIONAL/TECHICAL - MAPS/G	63.75	63.75	10,000.00	9,936.25	.6
10-60-350 SOFTWARE MAINTENANCE	.00	263.40	3,000.00	2,736.60	8.8
10-60-370 PROFESSIONAL & TECH. SERVICES	.00	.00	500.00	500.00	.0
10-60-410 SPECIAL HIGHWAY SUPPLIES	8,225.00	8,225.00	15,000.00	6,775.00	54.8
10-60-411 SNOW REMOVAL SUPPLIES	( 199.99)	225.00	35,000.00	34,775.00	.6
10-60-415 MAILBOXES & STREET SIGNS	846.86	2,191.47	10,000.00	7,808.53	21.9
10-60-416 STREET LIGHTS	1,354.30	4,669.55	20,000.00	15,330.45	23.4
10-60-420 WEED CONTROL	.00	179.98	1,500.00	1,320.02	12.0
10-60-422 CROSSWALK/STREET PAINTING	.00	.00	5,000.00	5,000.00	.0
10-60-424 CURB & GUTTER RESTORATION	.00	.00	.00	.00	.0
10-60-550 BANKING CHARGES	.00	90.96	400.00	309.04	22.7
<b>TOTAL STREETS</b>	<b>21,759.07</b>	<b>67,816.80</b>	<b>314,000.00</b>	<b>246,183.20</b>	<b>21.6</b>

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
10-70-110 FULL-TIME EMPLOYEE SALARIES	10,479.00	52,394.75	108,000.00	55,605.25	48.5
10-70-120 PART-TIME EMPLOYEE SALARIES	.00	2,562.56	14,000.00	11,437.44	18.3
10-70-130 EMPLOYEE BENEFIT - RETIREMENT	2,077.67	11,093.58	22,000.00	10,906.42	50.4
10-70-131 EMPLOYEE BENEFIT-EMPLOYER FICA	812.44	4,575.39	10,000.00	5,424.61	45.8
10-70-133 EMPLOYEE BENEFIT - WORK. COMP.	440.56	2,469.40	4,000.00	1,530.60	61.7
10-70-134 EMPLOYEE BENEFIT - UI	.00	.00	.00	.00	.0
10-70-135 EMPLOYEE BENEFIT - HEALTH INS.	3,492.27	16,350.08	60,000.00	43,649.92	27.3
10-70-137 EMPLOYEE TESTING	.00	.00	400.00	400.00	.0
10-70-140 UNIFORMS	203.18	1,068.90	2,700.00	1,631.10	39.6
10-70-230 TRAVEL & TRAINING	.00	.00	4,000.00	4,000.00	.0
10-70-250 EQUIPMENT SUPPLIES & MAINT.	.00	2,002.40	15,000.00	12,997.60	13.4
10-70-255 VEHICLE LEASE	.00	.00	.00	.00	.0
10-70-256 FUEL EXPENSE	390.10	1,408.83	5,000.00	3,591.17	28.2
10-70-260 BUILDINGS & GROUNDS MAINT.	71.98	415.45	5,000.00	4,584.55	8.3
10-70-261 GROUNDS SUPPLIES & MAINTENANCE	278.81	3,583.43	39,000.00	35,416.57	9.2
10-70-270 UTILITIES	2,110.22	3,875.75	8,000.00	4,124.25	48.5
10-70-280 TELEPHONE	140.84	634.96	1,600.00	965.04	39.7
10-70-312 PROFESSIONAL & TECH. - ENGINR	768.00	961.50	20,000.00	19,038.50	4.8
10-70-350 SOFTWARE MAINTENANCE	.00	263.40	1,000.00	736.60	26.3
10-70-430 TRAILS/ TREES	.00	.00	.00	.00	.0
10-70-435 SAFETY INCENTIVE PROGRAM	.00	.00	.00	.00	.0
10-70-550 BANKING CHARGES	.00	90.96	300.00	209.04	30.3
10-70-626 UTA PARK AND RIDE	46.80	233.02	15,000.00	14,766.98	1.6
10-70-730 IMPROVEMENTS OTHER THAN BLDGS	.00	.00	.00	.00	.0
10-70-740 EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL PARKS</b>	<b>21,311.87</b>	<b>103,984.36</b>	<b>345,000.00</b>	<b>241,015.64</b>	<b>30.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>188,712.36</b>	<b>1,093,334.80</b>	<b>3,364,000.00</b>	<b>2,270,665.20</b>	<b>32.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 126,218.35)</b>	<b>( 444,508.33)</b>	<b>.00</b>	<b>444,508.33</b>	<b>.0</b>

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION REVENUE</u>					
20-34-720 RENTAL - ACTIVITY CENTER	1,995.00	8,331.50	9,000.00	668.50	92.6
20-34-751 MEMBERSHIP FEES	2,315.00	6,600.00	19,000.00	12,400.00	34.7
20-34-752 COMPETITION LEAGUE FEES	6,840.00	6,840.00	21,000.00	14,160.00	32.6
20-34-753 MISC REVENUE	64.00	1,144.00	1,000.00	( 144.00)	114.4
20-34-754 COMPETITION BASEBALL	.00	.00	500.00	500.00	.0
20-34-755 BASKETBALL	2,920.00	11,335.00	13,000.00	1,665.00	87.2
20-34-756 BASEBALL & SOFTBALL	.00	.00	7,500.00	7,500.00	.0
20-34-757 SOCCER	.00	6,555.00	8,000.00	1,445.00	81.9
20-34-758 FLAG FOOTBALL	.00	2,920.00	3,500.00	580.00	83.4
20-34-759 VOLLEYBALL	.00	1,690.00	1,500.00	( 190.00)	112.7
20-34-760 WRESTLING	.00	.00	2,000.00	2,000.00	.0
20-34-811 SALES TAX BOND PMT-RESTRICTED	.00	.00	.00	.00	.0
20-34-841 GRAVEL PIT FEES	.00	.00	70,000.00	70,000.00	.0
<b>TOTAL RECREATION REVENUE</b>	<b>14,134.00</b>	<b>45,415.50</b>	<b>156,000.00</b>	<b>110,584.50</b>	<b>29.1</b>
<u>SOURCE 36</u>					
20-36-895 RENTAL OF UNIFORMS AND EQUIP	.00	.00	.00	.00	.0
<b>TOTAL SOURCE 36</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<u>SOURCE 37</u>					
20-37-100 INTEREST EARNINGS	.00	.00	4,000.00	4,000.00	.0
<b>TOTAL SOURCE 37</b>	<b>.00</b>	<b>.00</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>.0</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
20-39-091 TRANSFER FROM CAPITAL PROJECTS	.00	.00	.00	.00	.0
20-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	75,000.00	75,000.00	.0
20-39-800 TRANSFER FROM IMPACT FEE FUND	.00	.00	66,000.00	66,000.00	.0
20-39-900 FUND BALANCE TO BE APPROPRIATE	.00	.00	9,000.00	9,000.00	.0
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>150,000.00</b>	<b>150,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>14,134.00</b>	<b>45,415.50</b>	<b>310,000.00</b>	<b>264,584.50</b>	<b>14.7</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION EXPENDITURES</u>					
20-71-110 FULL-TIME EMPLOYEE SALARIES	3,972.82	21,862.84	55,000.00	33,137.16	39.8
20-71-120 PART-TIME EMPLOYEE SALARIES	3,043.13	17,116.73	45,000.00	27,883.27	38.0
20-71-130 EMPLOYEE BENEFIT - RETIREMENT	782.66	4,306.98	11,000.00	6,693.02	39.2
20-71-131 EMPLOYEE BENEFIT-EMPLOYER FICA	586.74	3,468.24	7,600.00	4,131.76	45.6
20-71-133 EMPLOYEE BENEFIT - WORK. COMP.	246.79	1,445.31	2,000.00	554.69	72.3
20-71-134 EMPLOYEE BENEFIT - UI	.00	.00	.00	.00	.0
20-71-135 EMPLOYEE BENEFIT - HEALTH INS.	541.32	2,506.60	11,000.00	8,493.40	22.8
20-71-137 EMPLOYEE TESTING	.00	.00	500.00	500.00	.0
20-71-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	3,800.00	.00	( 3,800.00)	.0
20-71-230 TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00	.0
20-71-240 OFFICE SUPPLIES AND EXPENSE	.00	157.22	1,100.00	942.78	14.3
20-71-241 MATERIALS & SUPPLIES	59.40	813.73	2,000.00	1,186.27	40.7
20-71-250 EQUIPMENT SUPPLIES & MAINT.	125.00	2,555.42	1,000.00	( 1,555.42)	255.5
20-71-256 FUEL EXPENSE	.00	.00	200.00	200.00	.0
20-71-262 GENERAL GOVERNMENT BUILDINGS	.00	.00	2,000.00	2,000.00	.0
20-71-270 UTILITIES	.00	4,899.85	6,000.00	1,100.15	81.7
20-71-280 TELEPHONE	.00	1,309.06	4,000.00	2,690.94	32.7
20-71-331 PROMOTIONS	.00	12.00	3,500.00	3,488.00	.3
20-71-340 PROGRAM OFFICIALS	.00	.00	.00	.00	.0
20-71-350 SOFTWARE MAINTENANCE	.00	263.40	800.00	536.60	32.9
20-71-370 PROFESSIONAL/TECHNICAL SERVICE	.00	.00	.00	.00	.0
20-71-480 REC BASKETBALL	84.00	219.25	11,000.00	10,780.75	2.0
20-71-481 BASEBALL & SOFTBALL	.00	63.75	7,000.00	6,936.25	.9
20-71-482 SOCCER	.00	2,062.24	4,500.00	2,437.76	45.8
20-71-483 FLAG FOOTBALL	.00	1,267.27	2,500.00	1,232.73	50.7
20-71-484 VOLLEYBALL	.00	423.00	1,500.00	1,077.00	28.2
20-71-485 SUMMER FUN	.00	125.98	2,000.00	1,874.02	6.3
20-71-486 SR LUNCHEON	.00	.00	1,500.00	1,500.00	.0
20-71-488 COMPETITION BASKETBALL	934.50	2,626.15	9,000.00	6,373.85	29.2
20-71-489 COMPETITION BASEBALL	.00	.00	300.00	300.00	.0
20-71-491 FLY FISHING	.00	.00	.00	.00	.0
20-71-492 WRESTLING	.00	.00	2,000.00	2,000.00	.0
20-71-510 INSURANCE & SURETY BONDS	.00	.00	.00	.00	.0
20-71-530 INTEREST EXPENSE	.00	6,297.41	12,600.00	6,302.59	50.0
20-71-550 BANKING CHARGES	.00	474.69	800.00	325.31	59.3
20-71-610 MISCELLANEOUS	.00	208.41	700.00	491.59	29.8
20-71-625 CASH OVER AND SHORT	.00	.00	.00	.00	.0
20-71-740 EQUIPMENT	.00	.00	7,000.00	7,000.00	.0
20-71-811 BOND PRINCIPAL	.00	.00	68,400.00	68,400.00	.0
20-71-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
20-71-915 TRANSFER TO ADMIN. SERVICES	.00	.00	25,000.00	25,000.00	.0
<b>TOTAL RECREATION EXPENDITURES</b>	<b>10,376.36</b>	<b>78,285.53</b>	<b>310,000.00</b>	<b>231,714.47</b>	<b>25.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>10,376.36</b>	<b>78,285.53</b>	<b>310,000.00</b>	<b>231,714.47</b>	<b>25.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>3,757.64</b>	<b>( 32,870.03)</b>	<b>.00</b>	<b>32,870.03</b>	<b>.0</b>

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

SEWER IMPACT FEE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>						
21-37-100	INTEREST EARNINGS	.00	.00	.00	.00	.0
21-37-200	IMPACT FEES	17,598.00	79,191.00	400,000.00	320,809.00	19.8
	<b>TOTAL REVENUE</b>	<b>17,598.00</b>	<b>79,191.00</b>	<b>400,000.00</b>	<b>320,809.00</b>	<b>19.8</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>						
21-39-900	FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
	<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>17,598.00</b>	<b>79,191.00</b>	<b>400,000.00</b>	<b>320,809.00</b>	<b>19.8</b>

SOUTH WEBER CITY CORPORATION  
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SEWER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
21-40-760 SEWER IMPACT FEE PROJECTS	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	.00	.00	.0
<u>DEPARTMENT 80</u>					
21-80-800 TRANSFERS	.00	.00	400,000.00	400,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	400,000.00	400,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	400,000.00	400,000.00	.0
NET REVENUE OVER EXPENDITURES	17,598.00	79,191.00	.00	( 79,191.00)	.0

SOUTH WEBER CITY CORPORATION  
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STORM SEWER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
22-37-100 INTEREST EARNINGS	.00	.00	.00	.00	.0
22-37-200 IMPACT FEES	3,990.00	17,955.00	40,000.00	22,045.00	44.9
<b>TOTAL REVENUE</b>	<b>3,990.00</b>	<b>17,955.00</b>	<b>40,000.00</b>	<b>22,045.00</b>	<b>44.9</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
22-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>3,990.00</b>	<b>17,955.00</b>	<b>40,000.00</b>	<b>22,045.00</b>	<b>44.9</b>



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STORM SEWER IMPACT FEE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
22-40-760	PROJECTS	.00	.00	.00	.00	.0
22-40-799	FACILITIES	.00	.00	.00	.00	.0
	TOTAL EXPENDITURES	.00	.00	.00	.00	.0
<u>DEPARTMENT 80</u>						
22-80-800	TRANSFERS	.00	.00	40,000.00	40,000.00	.0
	TOTAL DEPARTMENT 80	.00	.00	40,000.00	40,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	40,000.00	40,000.00	.0
	NET REVENUE OVER EXPENDITURES	3,990.00	17,955.00	.00	( 17,955.00)	.0

SOUTH WEBER CITY CORPORATION  
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PARK IMPACT FEE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>						
23-37-100	INTEREST EARNINGS	.00	.00	1,000.00	1,000.00	.0
23-37-200	IMPACT FEES	12,576.00	56,592.00	165,000.00	108,408.00	34.3
	TOTAL REVENUE	12,576.00	56,592.00	166,000.00	109,408.00	34.1
<u>CONTRIBUTIONS &amp; TRANSFERS</u>						
23-39-900	FUND BAL TO BE APPROPRIATED	.00	.00	777,000.00	777,000.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	777,000.00	777,000.00	.0
	TOTAL FUND REVENUE	12,576.00	56,592.00	943,000.00	886,408.00	6.0

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 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

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PARK IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
23-40-760 PROJECTS	.00	.00	943,000.00	943,000.00	.0
23-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
<b>TOTAL EXPENDITURES</b>	<b>.00</b>	<b>.00</b>	<b>943,000.00</b>	<b>943,000.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>.00</b>	<b>943,000.00</b>	<b>943,000.00</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>12,576.00</b>	<b>56,592.00</b>	<b>.00</b>	<b>( 56,592.00)</b>	<b>.0</b>

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

ROAD IMPACT FEE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>						
24-37-100	INTEREST EARNINGS	.00	.00	.00	.00	.0
24-37-200	IMPACT FEES	10,747.26	156,157.29	140,000.00	( 16,157.29)	111.5
	<b>TOTAL REVENUE</b>	<b>10,747.26</b>	<b>156,157.29</b>	<b>140,000.00</b>	<b>( 16,157.29)</b>	<b>111.5</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>						
24-39-500	CONTRIBUTION FROM FUND BAL	.00	.00	.00	.00	.0
24-39-900	FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
	<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>10,747.26</b>	<b>156,157.29</b>	<b>140,000.00</b>	<b>( 16,157.29)</b>	<b>111.5</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

ROAD IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
24-40-760 PROJECTS	.00	.00	140,000.00	140,000.00	.0
24-40-799 FACILITIES	.00	.00	.00	.00	.0
24-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	140,000.00	140,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	140,000.00	140,000.00	.0
NET REVENUE OVER EXPENDITURES	10,747.26	156,157.29	.00	( 156,157.29)	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

COUNTRY FAIR DAYS FUND

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

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

WATER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
26-37-100 INTEREST EARNINGS	.00	.00	1,000.00	1,000.00	.0
26-37-200 IMPACT FEES	7,764.00	47,878.00	120,000.00	72,122.00	39.9
<b>TOTAL REVENUE</b>	<b>7,764.00</b>	<b>47,878.00</b>	<b>121,000.00</b>	<b>73,122.00</b>	<b>39.6</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
26-39-900 FND BALANCE TO BE APPROPRIATED	.00	.00	4,000.00	4,000.00	.0
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>7,764.00</b>	<b>47,878.00</b>	<b>125,000.00</b>	<b>77,122.00</b>	<b>38.3</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

WATER IMPACT FEE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 40</u>						
26-40-760	PROJECTS	.00	.00	.00	.00	.0
26-40-799	FACILITIES	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 40		.00	.00	.00	.00	.0
<u>TRANSFERS</u>						
26-80-800	TRANSFERS	.00	.00	95,000.00	95,000.00	.0
26-80-900	CONTRIBUTION TO FUND BALANCE	.00	.00	30,000.00	30,000.00	.0
TOTAL TRANSFERS		.00	.00	125,000.00	125,000.00	.0
TOTAL FUND EXPENDITURES		.00	.00	125,000.00	125,000.00	.0
NET REVENUE OVER EXPENDITURES		7,764.00	47,878.00	.00	( 47,878.00)	.0



SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

RECREATION IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
27-37-100 INTEREST EARNINGS	.00	.00	1,000.00	1,000.00	.0
27-37-200 IMPACT FEES	5,004.00	22,518.00	65,000.00	42,482.00	34.6
<b>TOTAL REVENUE</b>	<b>5,004.00</b>	<b>22,518.00</b>	<b>66,000.00</b>	<b>43,482.00</b>	<b>34.1</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
27-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
27-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>5,004.00</b>	<b>22,518.00</b>	<b>66,000.00</b>	<b>43,482.00</b>	<b>34.1</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

RECREATION IMPACT FEE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
27-40-760	PROJECTS	.00	.00	.00	.00	.0
27-40-799	FACILITIES	.00	.00	.00	.00	.0
	TOTAL EXPENDITURES	.00	.00	.00	.00	.0
<u>DEPARTMENT 80</u>						
27-80-800	TRANSFERS	.00	.00	66,000.00	66,000.00	.0
	TOTAL DEPARTMENT 80	.00	.00	66,000.00	66,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	66,000.00	66,000.00	.0
	NET REVENUE OVER EXPENDITURES	5,004.00	22,518.00	.00	( 22,518.00)	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

PUBLIC SAFETY IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
29-37-100 INTEREST EARNINGS	.00	.00	.00	.00	.0
29-37-200 IMPACT FEES	756.00	4,375.18	12,000.00	7,624.82	36.5
<b>TOTAL REVENUE</b>	<b>756.00</b>	<b>4,375.18</b>	<b>12,000.00</b>	<b>7,624.82</b>	<b>36.5</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
29-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
29-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>756.00</b>	<b>4,375.18</b>	<b>12,000.00</b>	<b>7,624.82</b>	<b>36.5</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

PUBLIC SAFETY IMPACT FEE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
29-40-760	PROJECTS	.00	.00	.00	.00	.0
29-40-799	FACILITIES	.00	.00	.00	.00	.0
	<b>TOTAL EXPENDITURES</b>	.00	.00	.00	.00	.0
<u>DEPARTMENT 80</u>						
29-80-800	TRANSFERS	.00	.00	12,000.00	12,000.00	.0
	<b>TOTAL DEPARTMENT 80</b>	.00	.00	12,000.00	12,000.00	.0
	<b>TOTAL FUND EXPENDITURES</b>	.00	.00	12,000.00	12,000.00	.0
	<b>NET REVENUE OVER EXPENDITURES</b>	756.00	4,375.18	.00	( 4,375.18)	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 31</u>					
45-31-300 SALES AND USE TAX	.00	.00	200,000.00	200,000.00	.0
TOTAL SOURCE 31	.00	.00	200,000.00	200,000.00	.0
<u>INTERGOVERNMENTAL REVENUE</u>					
45-33-400 STATE GRANTS	.00	.00	.00	.00	.0
45-33-500 FEDERAL GRANT - CARES ACT	.00	.00	.00	.00	.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	.00	.00	.0
<u>CHARGES FOR SERVICES</u>					
45-34-270 DEVELOPER PMTS FOR IMPROV.	.00	.00	.00	.00	.0
45-34-435 DONATIONS - CMP RAIL ROAD	.00	.00	.00	.00	.0
45-34-440 CONTRIBUTIONS	.00	.00	.00	.00	.0
45-34-445 CONTRIBUTIONS - RESTRICTED	.00	1,000.00	.00	( 1,000.00)	.0
TOTAL CHARGES FOR SERVICES	.00	1,000.00	.00	( 1,000.00)	.0
<u>MISCELLANEOUS REVENUE</u>					
45-36-100 INTEREST EARNINGS	.00	.00	5,000.00	5,000.00	.0
45-36-110 SALE OF PROPERTY	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	5,000.00	5,000.00	.0
<u>CONTRIBUTIONS AND TRANSFERS</u>					
45-39-380 FUND SURPLUS-UNRESTRICTED	.00	.00	.00	.00	.0
45-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
45-39-500 FUND BALANCE TO BE APPROPRIATE	.00	.00	.00	.00	.0
45-39-800 TRANSFER FROM IMPACT FEES	.00	.00	1,083,000.00	1,083,000.00	.0
45-39-810 TRANSFER FROM CLASS "C"	.00	.00	.00	.00	.0
45-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	632,000.00	632,000.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	1,715,000.00	1,715,000.00	.0
TOTAL FUND REVENUE	.00	1,000.00	1,920,000.00	1,919,000.00	.1

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
45-43-730 ADMIN - IMPROV OTHER THAN BLDG	.00	529.50	50,000.00	49,470.50	1.1
45-43-740 EQUIPMENT	.00	.00	26,000.00	26,000.00	.0
TOTAL DEPARTMENT 43	.00	529.50	76,000.00	75,470.50	.7
 <u>DEPARTMENT 57</u>					
45-57-720 BUILDINGS	.00	161.25	.00	( 161.25)	.0
45-57-730 IMPROV. OTHER THAN BLDGS.	741.75	2,153.25	125,000.00	122,846.75	1.7
45-57-740 EQUIPMENT	.00	.00	115,000.00	115,000.00	.0
TOTAL DEPARTMENT 57	741.75	2,314.50	240,000.00	237,685.50	1.0
 <u>DEPARTMENT 58</u>					
45-58-740 EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
TOTAL DEPARTMENT 58	.00	.00	5,000.00	5,000.00	.0
 <u>DEPARTMENT 60</u>					
45-60-710 LAND	.00	.00	.00	.00	.0
45-60-720 1040BUILDINGS	.00	.00	.00	.00	.0
45-60-730 STREETS-IMP OTHER THAN BLDG	3,369.25	8,066.50	240,000.00	231,933.50	3.4
45-60-740 EQUIPMENT	.00	.00	77,000.00	77,000.00	.0
TOTAL DEPARTMENT 60	3,369.25	8,066.50	317,000.00	308,933.50	2.5
 <u>DEPARTMENT 70</u>					
45-70-710 LAND	.00	.00	.00	.00	.0
45-70-730 IMPROVEMENTS OTHER THAN BLDGS	258,186.46	1,043,927.73	1,244,000.00	200,072.27	83.9
45-70-740 EQUIPMENT	.00	.00	38,000.00	38,000.00	.0
TOTAL DEPARTMENT 70	258,186.46	1,043,927.73	1,282,000.00	238,072.27	81.4
 <u>DEPARTMENT 90</u>					
45-90-850 TRANSFER TO TRANS. UTIL. FUND	.00	.00	.00	.00	.0
45-90-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 90	.00	.00	.00	.00	.0

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

**#7b Nov Budget**

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	262,297.46	1,054,838.23	1,920,000.00	865,161.77	54.9
NET REVENUE OVER EXPENDITURES	( 262,297.46)	( 1,053,838.23)	.00	1,053,838.23	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
51-33-500 FEDERAL GRANT - CARES ACT	.00	.00	.00	.00	.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	.00	.00	.0
<u>SOURCE 34</u>					
51-34-270 DEVELOPER PMTS FOR IMPROVMNTS	.00	.00	.00	.00	.0
TOTAL SOURCE 34	.00	.00	.00	.00	.0
<u>MISCELLANEOUS REVENUE</u>					
51-36-100 INTEREST EARNINGS	.00	.00	25,000.00	25,000.00	.0
51-36-300 MISC UTILITY REVENUE	.00	5.00	.00	( 5.00)	.0
TOTAL MISCELLANEOUS REVENUE	.00	5.00	25,000.00	24,995.00	.0
<u>WATER UTILITIES REVENUE</u>					
51-37-100 WATER SALES	122,631.14	657,049.76	1,515,000.00	857,950.24	43.4
51-37-105 WATER CONNECTION FEE	1,590.00	7,155.00	20,000.00	12,845.00	35.8
51-37-130 PENALTIES	2,530.00	16,740.00	40,000.00	23,260.00	41.9
TOTAL WATER UTILITIES REVENUE	126,751.14	680,944.76	1,575,000.00	894,055.24	43.2
<u>SOURCE 38</u>					
51-38-820 CONTRIBUTIONS FROM IMPACT FEES	.00	.00	95,000.00	95,000.00	.0
51-38-900 SUNDRY REVENUES	.00	.00	.00	.00	.0
51-38-910 CAPITAL CONTRIBUTIONS	.00	.00	.00	.00	.0
51-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	95,000.00	95,000.00	.0
<u>CONTRIBUTIONS AND TRANSFERS</u>					
51-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
51-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	1,542,000.00	1,542,000.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	1,542,000.00	1,542,000.00	.0
TOTAL FUND REVENUE	126,751.14	680,949.76	3,237,000.00	2,556,050.24	21.0



SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

WATER UTILITY FUND

EXPENDITURES	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-40-110 FULL-TIME EMPLOYEE SALARIES	10,917.53	32,268.86	97,000.00	64,731.14	33.3
51-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
51-40-130 EMPLOYEE BENEFIT - RETIREMENT	1,164.91	6,168.71	23,000.00	16,831.29	26.8
51-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	863.77	2,819.29	8,000.00	5,180.71	35.2
51-40-133 EMPLOYEE BENEFIT - WORK. COMP.	258.81	1,419.25	3,000.00	1,580.75	47.3
51-40-134 EMPLOYEE BENEFIT - UI	.00	.00	.00	.00	.0
51-40-135 EMPLOYEE BENEFIT - HEALTH INS.	526.54	2,452.67	19,000.00	16,547.33	12.9
51-40-137 EMPLOYEE TESTING	.00	.00	.00	.00	.0
51-40-140 UNIFORMS	101.60	534.58	2,000.00	1,465.42	26.7
51-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	3,000.00	3,000.00	.0
51-40-230 TRAVEL & TRAINING	.00	.00	4,000.00	4,000.00	.0
51-40-240 OFFICE SUPPLIES & EXPENSE	37.57	678.52	1,000.00	321.48	67.9
51-40-250 EQUIPMENT SUPPLIES & MAINT.	.00	3,103.36	10,000.00	6,896.64	31.0
51-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
51-40-256 FUEL EXPENSE	524.88	2,421.62	5,000.00	2,578.38	48.4
51-40-260 BUILDINGS & GROUNDS MAINT.	.00	.00	5,000.00	5,000.00	.0
51-40-262 GENERAL GOVERNMENT BUILDINGS	.00	.00	.00	.00	.0
51-40-270 UTILITIES	83.88	6,860.09	14,000.00	7,139.91	49.0
51-40-280 TELEPHONE	222.58	1,682.33	3,000.00	1,317.67	56.1
51-40-312 PROFESSIONAL & TECH. - ENGINR	4,320.75	6,045.25	10,000.00	3,954.75	60.5
51-40-318 PROFESSIONAL TECHNICAL	.00	.00	2,000.00	2,000.00	.0
51-40-325 PROFESSIONAL/TECHICAL - MAPS/G	913.25	2,379.50	5,000.00	2,620.50	47.6
51-40-350 SOFTWARE MAINTENANCE	.00	1,790.20	8,000.00	6,209.80	22.4
51-40-370 UTILITY BILLING	713.63	5,146.32	14,000.00	8,853.68	36.8
51-40-480 SPECIAL WATER SUPPLIES	.00	1,117.01	3,000.00	1,882.99	37.2
51-40-481 WATER PURCHASES	365,137.57	365,137.57	363,000.00	( 2,137.57)	100.6
51-40-483 EMERGENCY LEAKS & REPAIRS	.00	.00	.00	.00	.0
51-40-485 FIRE HYDRANT UPDATE	.00	.00	50,000.00	50,000.00	.0
51-40-490 O & M CHARGE	801.56	22,440.55	100,000.00	77,559.45	22.4
51-40-495 METER REPLACEMENTS	.00	103,237.00	100,000.00	( 3,237.00)	103.2
51-40-530 INTEREST EXPENSE	.00	.00	121,000.00	121,000.00	.0
51-40-540 CUSTOMER ASSISTANCE PROGRAM	.00	.00	.00	.00	.0
51-40-550 BANKING CHARGES	.00	1,241.32	4,000.00	2,758.68	31.0
51-40-650 DEPRECIATION	.00	.00	235,000.00	235,000.00	.0
51-40-730 IMPROVEMENTS OTHER THAN BLDGS	.00	3,887.25	1,800,000.00	1,796,112.75	.2
51-40-740 EQUIPMENT	.00	.00	.00	.00	.0
51-40-750 CAPITAL OUTLAY - VEHICLES	.00	.00	58,000.00	58,000.00	.0
51-40-811 BOND PRINCIPAL	.00	.00	95,000.00	95,000.00	.0
51-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
51-40-915 TRANSFER TO ADMIN SERVICES	.00	.00	72,000.00	72,000.00	.0
51-40-950 CONTRI. TO FUND BALANCE - RSRV	.00	.00	.00	.00	.0
<b>TOTAL EXPENDITURES</b>	<b>386,588.83</b>	<b>572,831.25</b>	<b>3,237,000.00</b>	<b>2,664,168.75</b>	<b>17.7</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 80</u>					
51-80-512 CONTRIBUTIONS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 80	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	386,588.83	572,831.25	3,237,000.00	2,664,168.75	17.7
NET REVENUE OVER EXPENDITURES	( 259,837.69)	108,118.51	.00	( 108,118.51)	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
52-36-100 INTEREST EARNINGS	.00	.00	20,000.00	20,000.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	20,000.00	20,000.00	.0
<u>SEWER UTILITIES REVENUE</u>					
52-37-300 SEWER SALES	85,683.73	430,146.96	1,050,000.00	619,853.04	41.0
52-37-360 CWDIS 5% RETAINAGE	756.00	6,787.00	10,000.00	3,213.00	67.9
52-37-400 CWSID SEWER CONN FEES PAYABLE	.00	.00	.00	.00	.0
TOTAL SEWER UTILITIES REVENUE	86,439.73	436,933.96	1,060,000.00	623,066.04	41.2
<u>SOURCE 38</u>					
52-38-820 CONTRIBUTION FROM IMPACT FEES	.00	.00	400,000.00	400,000.00	.0
52-38-910 CAPITAL CONTRIBUTIONS	.00	.00	.00	.00	.0
52-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	400,000.00	400,000.00	.0
<u>SOURCE 39</u>					
52-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	495,000.00	495,000.00	.0
TOTAL SOURCE 39	.00	.00	495,000.00	495,000.00	.0
TOTAL FUND REVENUE	86,439.73	436,933.96	1,975,000.00	1,538,066.04	22.1

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
52-40-110 FULL-TIME EMPLOYEE SALARIES	6,310.19	30,263.73	47,000.00	16,736.27	64.4
52-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
52-40-130 EMPLOYEE BENEFIT - RETIREMENT	1,261.88	6,576.67	12,000.00	5,423.33	54.8
52-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	463.57	2,441.10	4,000.00	1,558.90	61.0
52-40-133 EMPLOYEE BENEFIT - WORK. COMP.	254.12	1,412.01	2,000.00	587.99	70.6
52-40-134 EMPLOYEE BENEFIT - UI	.00	.00	.00	.00	.0
52-40-135 EMPLOYEE BENEFIT - HEALTH INS.	1,135.18	5,653.26	12,000.00	6,346.74	47.1
52-40-140 UNIFORMS	50.77	267.10	900.00	632.90	29.7
52-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	.00	.00	.0
52-40-230 TRAVEL & TRAINING	.00	.00	4,000.00	4,000.00	.0
52-40-240 OFFICE SUPPLIES & EXPENSE	37.58	678.53	1,000.00	321.47	67.9
52-40-250 EQUIPMENT SUPPLIES & MAINT.	2,070.25	2,070.25	5,000.00	2,929.75	41.4
52-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
52-40-256 FUEL EXPENSE	138.73	526.82	1,000.00	473.18	52.7
52-40-260 BUILDINGS & GROUNDS MAINT.	.00	.00	.00	.00	.0
52-40-270 UTILITIES	.00	96.94	600.00	503.06	16.2
52-40-280 TELEPHONE	15.44	49.62	.00	( 49.62)	.0
52-40-312 PROFESSIONAL & TECH. - ENGINR	.00	.00	21,000.00	21,000.00	.0
52-40-325 PROFESSIONAL/TECHICAL - MAPS/G	297.50	1,665.25	1,000.00	( 665.25)	166.5
52-40-350 SOFTWARE MAINTENANCE	.00	790.20	4,000.00	3,209.80	19.8
52-40-370 UTILITY BILLING	498.12	3,597.25	9,000.00	5,402.75	40.0
52-40-490 O & M CHARGE	.00	1,304.75	35,000.00	33,695.25	3.7
52-40-491 SEWER TREATMENT FEE	120,653.00	245,393.00	536,000.00	290,607.00	45.8
52-40-496 CONNECTION FEE - CWSID	.00	.00	.00	.00	.0
52-40-530 INTEREST EXPENSE	.00	.00	.00	.00	.0
52-40-550 BANKING CHARGES	.00	784.44	3,500.00	2,715.56	22.4
52-40-650 DEPRECIATION	.00	.00	143,000.00	143,000.00	.0
52-40-690 PROJECTS	.00	.00	1,090,000.00	1,090,000.00	.0
52-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
52-40-915 TRANSFER TO ADMIN SERVICES	.00	.00	43,000.00	43,000.00	.0
52-40-950 CONTRI. TO FUND BALANCE - RSRV	.00	.00	.00	.00	.0
<b>TOTAL EXPENDITURES</b>	<b>133,186.33</b>	<b>303,570.92</b>	<b>1,975,000.00</b>	<b>1,671,429.08</b>	<b>15.4</b>
<u>TRANSFERS AND CONTRIBUTIONS</u>					
52-80-512 CONTRIBUTIONS	.00	.00	.00	.00	.0
<b>TOTAL TRANSFERS AND CONTRIBUTIONS</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>133,186.33</b>	<b>303,570.92</b>	<b>1,975,000.00</b>	<b>1,671,429.08</b>	<b>15.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 46,746.60)</b>	<b>133,363.04</b>	<b>.00</b>	<b>( 133,363.04)</b>	<b>.0</b>

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

SANITATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
53-36-100 INTEREST EARNINGS	.00	.00	2,000.00	2,000.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	2,000.00	2,000.00	.0
<u>SANITATION UTILITIES REVENUE</u>					
53-37-700 SANITATION FEES	43,137.42	215,287.13	496,000.00	280,712.87	43.4
TOTAL SANITATION UTILITIES REVENUE	43,137.42	215,287.13	496,000.00	280,712.87	43.4
<u>SOURCE 38</u>					
53-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	.00	.00	.0
<u>SOURCE 39</u>					
53-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	26,000.00	26,000.00	.0
TOTAL SOURCE 39	.00	.00	26,000.00	26,000.00	.0
TOTAL FUND REVENUE	43,137.42	215,287.13	524,000.00	308,712.87	41.1

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

SANITATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
53-40-110 FULL-TIME EMPLOYEE SALARIES	151.70	749.65	16,000.00	15,250.35	4.7
53-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
53-40-130 EMPLOYEE BENEFIT - RETIREMENT	27.61	151.38	4,000.00	3,848.62	3.8
53-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	11.31	62.15	1,200.00	1,137.85	5.2
53-40-133 EMPLOYEE BENEFIT - WORK. COMP.	6.40	32.14	500.00	467.86	6.4
53-40-134 EMPLOYEE BENEFIT - UI	.00	.00	.00	.00	.0
53-40-135 EMPLOYEE BENEFIT - HEALTH INS.	37.40	187.00	6,000.00	5,813.00	3.1
53-40-140 UNIFORMS	.00	.00	100.00	100.00	.0
53-40-240 OFFICE SUPPLIES & EXPENSE	.00	.00	.00	.00	.0
53-40-250 EQUIPMENT SUPPLIES & MAINT.	.00	38,364.89	42,000.00	3,635.11	91.3
53-40-251 VEHICLE MAINT & SUPPLIES	.00	.00	.00	.00	.0
53-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
53-40-256 FUEL EXPENSE	.00	.00	.00	.00	.0
53-40-280 TELEPHONE	13.24	39.72	.00	( 39.72)	.0
53-40-350 SOFTWARE MAINTENANCE	.00	790.20	2,400.00	1,609.80	32.9
53-40-370 UTILITY BILLING	221.45	1,562.62	4,300.00	2,737.38	36.3
53-40-492 SANITATION FEE CHARGES	34,136.68	158,922.19	410,000.00	251,077.81	38.8
53-40-550 BANKING CHARGES	.00	379.07	1,000.00	620.93	37.9
53-40-650 DEPRECIATION	.00	.00	.00	.00	.0
53-40-900 CONTRIBUTION TO FUND BALANCE	.00	.00	.00	.00	.0
53-40-915 TRANSFER TO ADMIN SERVICES	.00	.00	36,500.00	36,500.00	.0
<b>TOTAL EXPENDITURES</b>	<b>34,605.79</b>	<b>201,241.01</b>	<b>524,000.00</b>	<b>322,758.99</b>	<b>38.4</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>34,605.79</b>	<b>201,241.01</b>	<b>524,000.00</b>	<b>322,758.99</b>	<b>38.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>8,531.63</b>	<b>14,046.12</b>	<b>.00</b>	<b>( 14,046.12)</b>	<b>.0</b>

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

STORM SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<hr/>					
54-33-400 STATE GRANT	.00	.00	.00	.00	.0
TOTAL SOURCE 33	.00	.00	.00	.00	.0
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SOURCE 34					
54-34-270 DEVELOPER PMTS FOR IMPROVEMENT	.00	.00	.00	.00	.0
TOTAL SOURCE 34	.00	.00	.00	.00	.0
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MISCELLANEOUS REVENUE					
54-36-100 INTEREST EARNINGS	.00	.00	1,000.00	1,000.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	1,000.00	1,000.00	.0
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STORM SEWER UTILITIES REVENUE					
54-37-450 STORM SEWER REVENUE	16,940.10	84,528.97	239,000.00	154,471.03	35.4
TOTAL STORM SEWER UTILITIES REVENUE	16,940.10	84,528.97	239,000.00	154,471.03	35.4
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SOURCE 38					
54-38-820 TFR FROM STORM SWR IMPACT FEE	.00	.00	40,000.00	40,000.00	.0
54-38-900 SUNDRY REVENUES	.00	.00	.00	.00	.0
54-38-910 CAPITAL CONTRIBUTIONS	.00	.00	.00	.00	.0
54-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	40,000.00	40,000.00	.0
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SOURCE 39					
54-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	29,000.00	29,000.00	.0
TOTAL SOURCE 39	.00	.00	29,000.00	29,000.00	.0
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TOTAL FUND REVENUE	16,940.10	84,528.97	309,000.00	224,471.03	27.4

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

STORM SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
54-40-110 FULL-TIME EMPLOYEE SALARIES	2,133.44	10,229.18	21,000.00	10,770.82	48.7
54-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
54-40-130 EMPLOYEE BENEFIT - RETIREMENT	447.37	2,383.80	5,000.00	2,616.20	47.7
54-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	152.07	813.23	2,000.00	1,186.77	40.7
54-40-133 EMPLOYEE BENEFIT - WORK. COMP.	110.54	585.30	1,000.00	414.70	58.5
54-40-134 EMPLOYEE BENEFIT - UI	.00	.00	.00	.00	.0
54-40-135 EMPLOYEE BENEFIT - HEALTH INS.	1,046.68	5,233.46	11,000.00	5,766.54	47.6
54-40-140 UNIFORMS	50.77	267.10	500.00	232.90	53.4
54-40-230 TRAVEL & TRAINING	.00	.00	2,000.00	2,000.00	.0
54-40-240 OFFICE SUPPLIES & EXPENSE	.00	.00	.00	.00	.0
54-40-250 EQUIPMENT SUPPLIES & MAINT.	.00	.00	1,200.00	1,200.00	.0
54-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
54-40-256 FUEL EXPENSE	101.40	340.14	500.00	159.86	68.0
54-40-270 UTILITIES	.00	.00	300.00	300.00	.0
54-40-280 TELEPHONE	.00	.00	.00	.00	.0
54-40-312 PROFESSIONAL & TECH. - ENGINR	555.75	4,110.50	8,000.00	3,889.50	51.4
54-40-325 PROFESSIONAL/TECHICAL - MAPS/G	297.50	1,381.25	15,000.00	13,618.75	9.2
54-40-331 PROMOTIONS	.00	.00	1,200.00	1,200.00	.0
54-40-350 SOFTWARE MAINTENANCE	.00	790.20	5,300.00	4,509.80	14.9
54-40-370 UTILITY BILLING	108.96	786.87	2,000.00	1,213.13	39.3
54-40-493 STORM SEWER O & M	.00	.00	30,000.00	30,000.00	.0
54-40-550 BANKING CHARGES	.00	182.98	1,000.00	817.02	18.3
54-40-650 DEPRECIATION	.00	.00	150,000.00	150,000.00	.0
54-40-690 PROJECTS	.00	14,109.00	26,000.00	11,891.00	54.3
54-40-915 TRANSFER TO ADMIN SERVICES	.00	.00	26,000.00	26,000.00	.0
<b>TOTAL EXPENDITURES</b>	<b>5,004.48</b>	<b>41,213.01</b>	<b>309,000.00</b>	<b>267,786.99</b>	<b>13.3</b>
<u>DEPARTMENT 80</u>					
54-80-512 CONTRIBUTIONS	.00	.00	.00	.00	.0
<b>TOTAL DEPARTMENT 80</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>5,004.48</b>	<b>41,213.01</b>	<b>309,000.00</b>	<b>267,786.99</b>	<b>13.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>11,935.62</b>	<b>43,315.96</b>	<b>.00</b>	<b>( 43,315.96)</b>	<b>.0</b>



SOUTH WEBER CITY CORPORATION  
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#7b Nov Budget

PENALTIES UTILITY FUND

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

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

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TRANSPORTATION UTILITY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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56-31-305	TRANSPORTATION - LOCAL OPTION	.00	21,319.93	80,000.00	58,680.07	26.7
	TOTAL SOURCE 31	.00	21,319.93	80,000.00	58,680.07	26.7
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	<u>SOURCE 33</u>					
56-33-560	CLASS "C" ROAD ALLOTMENT	.00	.00	80,000.00	80,000.00	.0
	TOTAL SOURCE 33	.00	.00	80,000.00	80,000.00	.0
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	<u>SOURCE 34</u>					
56-34-270	DEVELOPER PMTS FOR IMPROV.	.00	.00	10,000.00	10,000.00	.0
	TOTAL SOURCE 34	.00	.00	10,000.00	10,000.00	.0
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	<u>SOURCE 36</u>					
56-36-100	INTEREST EARNINGS	.00	.00	2,000.00	2,000.00	.0
	TOTAL SOURCE 36	.00	.00	2,000.00	2,000.00	.0
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	<u>SOURCE 37</u>					
56-37-800	TRANSPORATION UTILITY FEE	36,552.00	182,392.82	420,000.00	237,607.18	43.4
	TOTAL SOURCE 37	36,552.00	182,392.82	420,000.00	237,607.18	43.4
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	<u>CONTRIBUTIONS AND TRANSFERS</u>					
56-39-091	TRANSFER FROM CAPITAL PROJECTS	.00	.00	.00	.00	.0
56-39-900	FUND BAL TO BE APPROPRIATED	.00	.00	300,000.00	300,000.00	.0
56-39-910	TRANSFER FROM CLASS "C" RES.	.00	.00	.00	.00	.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	300,000.00	300,000.00	.0
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	TOTAL FUND REVENUE	36,552.00	203,712.75	892,000.00	688,287.25	22.8

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

TRANSPORTATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
56-76-312 PROFESSIONAL & TECH. - ENGINR	85.00	3,090.50	18,000.00	14,909.50	17.2
56-76-424 CURB AND GUTTER RESTORATION	.00	.00	85,000.00	85,000.00	.0
56-76-425 STREET SEALING	.00	.00	.00	.00	.0
56-76-730 STREET PROJECTS	28,649.00	540,807.79	789,000.00	248,192.21	68.5
56-76-910 TRANSFER TO CAP. PROJ. FUND	.00	.00	.00	.00	.0
56-76-990 CONTRIBUTION TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	28,734.00	543,898.29	892,000.00	348,101.71	61.0
TOTAL FUND EXPENDITURES	28,734.00	543,898.29	892,000.00	348,101.71	61.0
NET REVENUE OVER EXPENDITURES	7,818.00	( 340,185.54)	.00	340,185.54	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
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#7b Nov Budget

FLEET MANAGEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
60-34-981 INTERFUND CHARGE - ADMIN	.00	.00	2,000.00	2,000.00	.0
60-34-982 INTERFUND CHARGE - FIRE	.00	.00	115,000.00	115,000.00	.0
60-34-983 INTERFUND CHARGE - COMM SVS	.00	.00	5,000.00	5,000.00	.0
60-34-984 INTERFUND CHARGE - STREETS	.00	.00	47,000.00	47,000.00	.0
60-34-985 INTERFUND CHARGE - PARKS	.00	.00	25,000.00	25,000.00	.0
60-34-986 INTERFUND CHARGE - RECREATION	.00	.00	3,000.00	3,000.00	.0
60-34-987 INTERFUND CHARGE - WATER	.00	.00	58,000.00	58,000.00	.0
60-34-988 INTERFUND CHARGE - SEWER	.00	.00	6,000.00	6,000.00	.0
60-34-989 INTERFUND CHARGE - STORM DRAIN	.00	.00	6,000.00	6,000.00	.0
<b>TOTAL SOURCE 34</b>	<b>.00</b>	<b>.00</b>	<b>267,000.00</b>	<b>267,000.00</b>	<b>.0</b>
 <b>SOURCE 36</b>					
60-36-100 INTEREST EARNINGS	.00	.00	1,000.00	1,000.00	.0
60-36-400 SALE OF ASSETS	.00	.00	80,000.00	80,000.00	.0
<b>TOTAL SOURCE 36</b>	<b>.00</b>	<b>.00</b>	<b>81,000.00</b>	<b>81,000.00</b>	<b>.0</b>
 <b>SOURCE 37</b>					
60-37-450 TRANSFER FROM CAP .PRJ. - FIRE	.00	.00	255,000.00	255,000.00	.0
60-37-510 TRANSFER FROM WATER	.00	.00	25,000.00	25,000.00	.0
60-37-520 TRANSFER FROM SEWER	.00	.00	10,000.00	10,000.00	.0
60-37-540 TRANSFER FROM STORM DRAIN	.00	.00	10,000.00	10,000.00	.0
60-37-983 INTERFUND CHARGE - COMM. SVS.	.00	.00	.00	.00	.0
<b>TOTAL SOURCE 37</b>	<b>.00</b>	<b>.00</b>	<b>300,000.00</b>	<b>300,000.00</b>	<b>.0</b>
 <b>TOTAL FUND REVENUE</b>	 <b>.00</b>	 <b>.00</b>	 <b>648,000.00</b>	 <b>648,000.00</b>	 <b>.0</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

FLEET MANAGEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
60-60-740 MACHINERY & EQUIPMENT	.00	.00	150,000.00	150,000.00	.0
60-60-960 CAPITAL LEASES - EQUIPMENT	.00	.00	101,000.00	101,000.00	.0
60-60-990 CONTRIB. TO FUND BALANCE	.00	.00	397,000.00	397,000.00	.0
<b>TOTAL DEPARTMENT 60</b>	<b>.00</b>	<b>.00</b>	<b>648,000.00</b>	<b>648,000.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>.00</b>	<b>648,000.00</b>	<b>648,000.00</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING NOVEMBER 30, 2021

#7b Nov Budget

GENERAL LONG-TERM DEBT

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

# SOUTH WEBER CITY CITY COUNCIL MEETING

**DATE OF MEETING:** 7 December 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

**COMMUNITY DIRECTOR:** Trevor Cahoon

**CITY RECORDER:** Lisa Smith (excused)

**CITY MANAGER:** David Larson

**CITY ATTORNEY:** Jayme Blakesley

**PR ASSISTANT:** Shaelee King

**CITY ENGINEER:** Brandon Jones (arrived @ 6:27 pm)

**FIRE CHIEF:** Derek Tolman

**Transcriber:** Minutes transcribed by Michelle Clark

**ATTENDEES:** Paul Sturm, Lincoln Petty, Bill Petty, Slater Petty, Dusty Petty, Rod Westbrook, Michael Grant, and McKay Winkel.

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

**1. Pledge of Allegiance:** Veteran Bill Petty

**2. Pearl Harbor Remembrance Moment of Silence** – Mayor Sjoblom reported 80 years ago on this date the Imperial Japanese Navy attacked U.S. Forces at Pearl Harbor and other locations in Hawaii taking the lives of 2,403 service members and civilians and leading the United States to declare entrance into World War II. In honor of those who lost their lives that day, those in attendance observed a moment of silence.

**3. Prayer:** Councilwoman Petty

**4. Public Comment: Please respectfully follow these guidelines.**

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

**Paul Sturm, 2527 Deer Run Drive**, referenced agenda item #9 and suggested a reference to zone R-P as follows for Zone C: “Same as R-P – No on-street parking. Please see Zone R-P below for context”. He favored Option B. Concerning item #15, he suggested “Davis Canal” should be amended to its proper name: Davis & Weber Counties Canal.

**William Petty, 7879 S. 2800 E.**, thanked Mayor Sjoblom and Councilman Winsor for time spent on behalf of the city.

**ACTION ITEMS**

**5. Approval of Consent Agenda**

- **November Check Register**
- **October 26 Minutes**
- **November 16 Minutes**

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

**6. 2022 Meeting Schedule**

Mayor Sjoblom acknowledged per the Open and Public Meetings Act; all public bodies are required to post their proposed meeting schedule for the upcoming year. In keeping with City Code 1-2-4 Council meetings are held the 2nd and 4th Tuesday of each month. Utah League of Cities and Towns conference will take the place of the second meeting in April and the schedule is modified to only second Tuesdays in November and December to accommodate holidays.

The Planning Commission is not mandated by City Code to a specific schedule; however, meetings are generally held the second Thursday of each month so as not to interfere with court proceedings held the first and third Thursdays.

**2022**

	City Council 2nd/4th Tues 6:00 pm	Justice Court 1st/3rd Thurs 4:00 pm	Planning Commission 2nd Thurs 6:00 pm
<b>Jan</b>	4 (Oaths), 11, 22(retreat)	6, 20	13
<b>Feb</b>	8, 22	3, 17	10
<b>Mar</b>	8, 22	3, 17	10
<b>Apr</b>	12	7, 21	14
<b>May</b>	10, 24	5, 19	12
<b>Jun</b>	14, 28	2, 16	9
<b>Jul</b>	12, 26	7, 21	14
<b>Aug</b>	9,23	4, 18	11
<b>Sep</b>	13, 27	1, 15	8
<b>Oct</b>	11, 25	6, 20	13
<b>Nov</b>	15	3, 17	10
<b>Dec</b>	13	1, 15	8



**Councilwoman Alberts moved to approve the 2022 Meeting Schedule. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

### **7. Fire Station Alerts Purchase**

Mayor Sjoblom expressed South Weber City Council previously discussed in public meeting on November 16, 2021, the Davis County dispatch electronic consolidation and related need for the fire station alert system upgrade. Layton City is currently in process of upgrading their system alerts for all their stations. The contractor they selected through their procurement process, MOPA LLC, has agreed to include our station at the end of the project honoring the prices they gave Layton. Councilman Winsor asked Chief Tolman to define "end of project". Chief Tolman responded it will take approximately six months to complete the project.

**Councilwoman Petty moved to approve the Fire Station Alerts Purchase to MOPA LLC for \$39,167.04. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

### **8. RV Park Cabins**

Mayor Sjoblom stated the development agreement for Riverside RV Park which was approved in April 2020 by Resolution 2020-03 allowed up to 23 mobile cabin units owned by the park which would be rentals. The park owners have come across a modular cabin type which is a variation of the originally presented version. The owner, McKay Winkel, would like to present this new option to the City Council for consideration.

McKay Winkel stayed at an Airbnb in Missouri in a modular cabin and was super impressed. He discovered Rhinorock makes them right here in Utah. They are energy efficient, super nice, and still removable (less quickly than a cabin on wheels). He would like to use some of these cabins at Riverside. While these units are the same size and appearance as the units earlier anticipated, they are not as quickly removed as the cabins on wheels. He expressed these cabins would be better for a few reasons:

1. Higher quality finishes
2. Ground level entry (not sitting up high with skirting like a mobile home)
3. Crazy energy efficient (r40 in walls and floor, r50 ceiling)
4. More expensive, but worth it in his opinion
5. Still removable, but not as fast
6. Fireproof materials (no wood) and flooding wouldn't hurt them
7. Stamped engineered drawings are available upon request
8. Units come in a kit and are assembled on site

McKay Winkel reviewed pictures of various cabins exterior and interior. He discussed the removal process and construction of the cabins. He acknowledge it was not initially approved, but he proposed this structure looks nicer and has a better feel.

Councilman Soderquist asked about the city code applying to the mobility. Chief Tolman expressed a structure's square footage that is not on a trailer with wheels is counted as a permanent structure and must be included in the gallons per minute requirement. Councilman Halverson asked about the flood plain. Councilman Winsor was concerned because this location

is in a flood plain. Councilwoman Petty favored the look of the cabins in the pictures but questioned if they meet city code. Councilwoman Alberts expressed the removable cabins were heavily discussed in the Planning Commission meeting. Councilman Halverson expressed if it meets city code and flood plain requirements, then he is okay with it.

City Manager David Larson reported some items have come up concerning the fire code and city staff is requesting more time to check requirements. City staff will meet with McKay to discuss some of these items further. Councilman Soderquist questioned the motivation for Mr. Winkel to change structures. McKay replied the new structure is more desirable in appearance.

Mayor Sjoblom thanked McKay for what has been accomplished thus far with the construction.

**Councilman Halverson moved to continue the RV Park Cabins. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

### **9. Ordinance 2021-14: Private Roads**

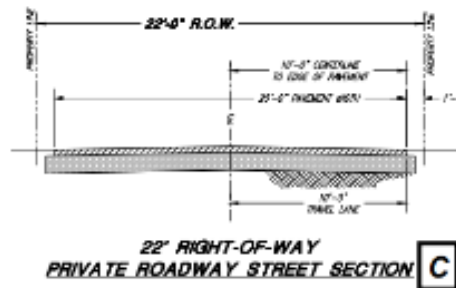
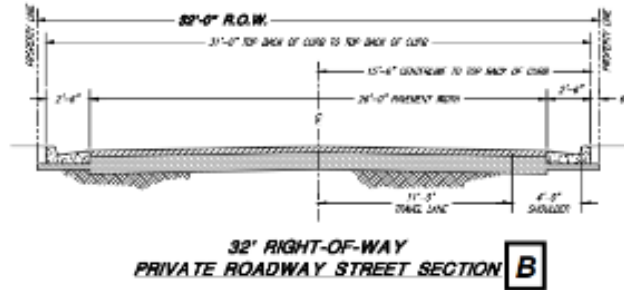
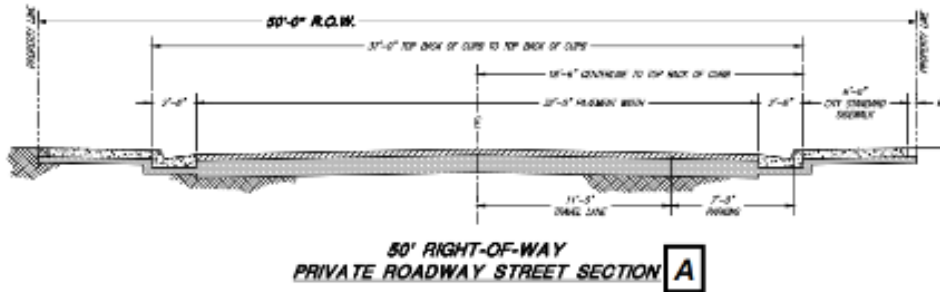
Mayor Sjoblom explained on November 10, 2021 the Planning Commission recommended both Option A and Option B with the inclusion of the comments of Brandon Jones, City Engineer, to the City Council in a unanimous decision.

Community Director Trevor Cahoon acknowledged private streets and rights-of-way (ROW) have some minor inconsistencies in the application of the code. As more requests have come for development or improvements, it has been difficult to instruct applicants on how to apply code effectively for the projects being proposed. References to private streets and ROW are found throughout Title 10 and Title 11 of City Code. References vary; however, some areas reference a variety of road widths and conditions in which to utilize a private street. The need has become apparent to fix the inconsistencies for better control and application of the City Code.

Trevor explained South Weber has many different applications of private streets and ROW. Each have benefits and there are some that do provide some hindrances in current operation. There are definite pros and cons in allowing private streets within a municipality. The major issue is control over the maintenance and quality of the street. Previous applications of private streets have seen the effects of this. The draft ordinances address this with requiring an HOA or similar organization that will be responsible for the ROW and will outline the care and maintenance standards.

As the city continues to develop in coming years more ROWs will come online. The city is obligated to maintain public ROW in perpetuity, and so with each development this impact creates a greater burden upon the city to increase maintenance through surfacing and replacement models. Private ROW are not maintained by the City and therefore do not create an increase maintenance cost for the community. Often in more dense developments private ROW are utilized on an internal street network because the subdivision already has a maintenance mechanism in place for the area.

Trevor explained the following ROW options:



Trevor reviewed City Engineer Brandon Jones notes which include:

- Pedestrian ROW – ensure that a sidewalk does not have to cross a road to connect to Public ROW.
- Omission of 10-11-6(C) – redundant language
- Moving 10-11-6 (C) to Title 11 – consolidate code to remove redundancies
- Definition of Public Street – Do we need to add a definition to Public Street?

**Option A**

- This is the original proposal with private ROW being allowed everywhere but R-M, R-LM, and R-L. One major revision was the requiring commercial and industrial zones to follow the R-P standard but disallow on street parking in these areas.
- The number of units allowed was removed, and the code references the South Weber City Public Works Standard Drawings which will have the cross sections. The size and finish requirements are stripped from the PUD and reference the underlying zone allowances.

**Option B**

- This is like Option A, but in this version R-7 does not allow private ROW.

**Option C**

- This option will only allow private ROW within PUDs and gives the PUD options for any of the cross sections provided in the City Standard Drawings. The size and finish requirements are stripped from the PUD and reference the underlying zone allowances.

**Option D**

- This option is similar to Option A and combines the PUD portion of Option C. The main difference is that this option requires a 32' street for an R-7 but disallows parking.

**Option E**

- This has removed the option of residential private ROW.

Councilman Halverson favored Option A. Councilwoman Alberts voiced concerns with removing options for families who wish to do smaller subdivisions but will be required to install a 70' wide road. She suggested addressing city code for visitor parking. She would like more time to look at other options. Councilman Winsor agreed with allowing families with a small area more options versus installation of a 70' wide street. Brandon noted the gap there and suggested amending the acreage in a PUD from five acres to two acres. Trevor discussed the city having agriculture areas along South Weber Drive which may turn into flag lots.

**Councilwoman Alberts moved to continue Ordinance 2021-14: Private Roads. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

**10. Ordinance 2021-15: Residential Off-Street Parking**

Mayor Sjoblom shared on November 10, 2021; Planning Commission recommended IADU approval to the City Council in a unanimous decision.

Community Director Trevor Cahoon explained during the discussion on the Internal Accessory Dwelling Unit (IADU) and recommendation to the City Council at the August Planning Commission meeting, the Planning Commission moved to recommend the IADU ordinance with the recommendation to look at the parking ordinance within Title 10. Parking for the IADU ordinance has been detailed in the new ordinance. This review is centered on how the City can address the parking needs for residential units and have a more consistent approach to what will be required when creating parking. This discussion will only focus on parking within Title 10 and will not be focused on parking enforcement in Title 6.

Our current code does not reference what type of surfacing is required for off-street parking in residential zones. Nor does it specify what materials should be used for any accessory parking. We have addressed those two items within the draft ordinance for Chapter 10-8-2 Paragraph F:3 as follows:

3. Surfacing: Except as provided in subsection 3b of this section, all off street parking areas shall be surfaced with asphalt, concrete pavement, masonry pavers, or comparable material and shall be graded to dispose of all surface water. Surfacing may be installed in stages as approved by the Planning Commission. All parking and grading plans shall be reviewed and approved by the City Engineer.

- a. Residential Parking Areas: All new main residential driveways, approaches, and parking spaces required by this title shall be surfaced with concrete, asphalt, or other hard surfaced pavement material.
  - b. Gravel or crushed rock may be installed for accessory parking in a residential zone and must be a minimum of four inches (4") deep, compacted, placed atop a weed barrier, be maintained completely free of grass and weeds, and contained within durable borders.
4. Parking for public use shall have appropriate bumper guards where needed as determined by the zoning administrator and shall be so arranged and marked as to provide for orderly and safe loading or unloading and parking and storage of vehicles.
5. Lighting: Lighting used to illuminate an off-street parking area shall be so arranged as to reflect the light away from adjoining premises.

In addition to this item, we have included IADUs in the Residential; all dwelling types matrix provided within the same section.

Councilman Soderquist recommended reviewing the 10-8-5 Chart. The decision was made for city staff will review the chart.

**Councilwoman Petty moved to approve Ordinance 2021-15: Residential Off-Street Parking with an amendment to Section 10-8-5C item #3 to read 1 space per 1 rental unit. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. Councilwoman Alberts voted nay. The motion carried 4 to 1.**

### **11. Ordinance 2021-16: Title 2 Chapter 2 Recreation, Parks, and Arts (RAP) Tax Implementation**

Mayor Sjoblom explained the City Council presented an opinion question to voters in the recent election as Proposition #14. A majority of voters were in favor of the tax and canvass certified approval on November 16, 2021. Council must adopt an ordinance into City Code establishing and implementing the RAP tax to begin collection. If the ordinance is approved and forwarded to the State Tax Commission by the end of December 2021, the tax would begin collection April 1, 2022.

**Councilwoman Petty moved to approve Ordinance 2021-16: Title 2 Chapter 2 Recreation, Parks, and Arts (RAP) Tax Implementation. Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

**Councilman Soderquist moved to open the public hearing for a budget amendment. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

\*\*\*\*\* PUBLIC HEARING \*\*\*\*\*

### **12. Public Hearing Budget Amendment**

The current city budget for 2021-2022 was adopted on August 24, 2021. Since the adoption of the budget, several additional items have come before the Council that were not included in the original budget. These amendments address these unforeseen expenditures.

45-70-730 On August 24, 2021 the Canyon Meadows Park West budget was increased to a total of \$1,521,000.

45-57-740 Davis County is making changes to its dispatch hardware and software. The Fire department will be updating its alerts system to be compatible with the new county system.

10-58-740 New computer and office equipment were needed for the new Community Services Director. Computer upgrades and office equipment needed for the social media specialist.

10-43-740 Computer and office equipment upgrades for the new City Treasurer.

10-43-610 Grant application costs for the State’s additional ARPA grant program.

10-41-740 Computer equipment upgrades for the Mayor and City Council.

20-70-740 Wi-Fi and network upgrades at the FAC

**Section 1. Amendment:** The Fiscal Year 2021-2022 Budget shall be amended as follows:

Capital Projects Revenues

45-34-445	Contributions – Restricted (Donations)	+	<u>\$ 68,000</u>
45-39-900	Fund Balance to be <u>Appropriated</u> (Both Canyon Meadows)	-	\$453,000
45-39-900	Fund Balance to be Appropriated (Fire Alerts)	+	<u>\$ 40,000</u>

Capital Projects Expenditures

45-70-730	Park – Improv. Other <u>Than Buildings</u> (Canyon Meadows West)	+	\$521,000
45-70-730	Park – Improv. Other <u>Than Buildings</u> (Cherry Farms)	-	\$160,000
45-57-740	Fire – Equipment (Fire Alerts)	+	<u>\$ 40,000</u>

General Fund Revenues

10-39-900	Fund Balance to be Appropriated	+	<u>\$ 19,000</u>
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General Fund Expenditures

10-58-740	Comm. SVS. – Equipment	+	\$ 6,000
10-43-740	Admin – Equipment	+	\$ 3,000
10-43-610	Admin – Miscellaneous	+	\$ 2,000

10-41-740	Legis. – Equipment	+	\$ 8,000
<u>Recreation Fund Revenues</u>			
20-39-900	Fund Balance to be Appropriated	+	\$ 3,000
<u>Recreation Fund Expenditures</u>			
20-71-740	Recreation - Equipment	+	\$ 3,000

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

**Councilman Soderquist moved to close the public hearing for a budget amendment. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

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

**13. Resolution 21-51: 2021-22 Budget Amendment #1**

**Councilman Soderquist moved to approve Resolution 21-51: 2021-22 Budget Amendment #1 with the amendments made in the addendum. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

**Councilman Soderquist moved to open the public hearing for the Storm Water Management Plan. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**14. Public Hearing Storm Water Management Plan**

Mayor Sjoblom expressed the city (via Mark Johnson) submitted the new Storm Water Management Plan (SWMP) to the State Division of Water Quality prior to its due date of November 8, 2021. One of the requirements of the SWMP is certification from the city (preferably the mayor) that the SWMP was prepared under their direction, by qualified personnel, and that the information “to the best of their knowledge” is true, accurate, and complete. For this purpose, on November 16, 2021, Jones & Associates made a presentation on the Storm Water Program to the entire City Council. Many members of the community, including future members of the City Council, were also in attendance. The presentation covered an overview of the Storm Water Program including addressing all 6 Minimum Control Measures (MCM’s) required in the SWMP. The purpose of the SWMP coming before the City Council is to officially adopt the plan by resolution and authorize the Mayor to sign the Certification (see Section 8). Mayor Sjoblom asked if there was any public comment. There was none.

**Councilman Winsor moved to close the public hearing for Storm Water Management Plan. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

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

**15. Resolution 21-52: Storm Water Management Plan**

**Councilwoman Petty moved to approve Resolution 21-52: Storm Water Management Plan. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

**16. Resolution 21-53: Approval of Check Signers**

South Weber City requires two signatures on all City checks. Utah code requires the City Treasurer to be one of the approved signers. The other signers may be any city employees, except for the Recorder and Finance Director. With recent changes in city personnel, it is necessary to add employees as check signers.

Although this has been done administratively in the past, our banking institution is now requiring the City Council to approve signers of City checks. The City Manager and Finance Director recommend Alicia Springmeyer, David Larson, Trevor Cahoon, and Kim Guill be approved to sign city checks.

**Councilman Halverson moved to approve Resolution 21-53: Approval of Check Signers. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

**DISCUSSION**

**17. Public Works Facility Design**

City Manager David Larson reviewed land has been purchased for a new public works facility. An architect is in process of being hired to design the facility and provide an estimated price for construction. Staff would like to discuss with the City Council possibilities for the design to better provide direction to the architect once selected.

To this point, the facility has been thought of as a public works only facility. Knowing the cost of construction continues to increase, and the need for an update to City Hall, staff would like to present the idea of including city offices at the new location in a joint facility as a cost saving measure. This idea has been brought up in the past but never fully discussed. David asked the Council their thoughts concerning a joint facility.

Councilman Winsor suggested two separate buildings given the location of the new Public Works building. Councilman Halverson preferred two separate facilities. Councilwoman Petty asked if the staff anticipates a significant cost savings. David replied financially it makes sense to combine. Councilwoman Petty discussed the difficulty in justifying a big, beautiful City Hall. Councilman Halverson pointed out some staff can be moved to the Public Works Building, and there is other city owned property in the city. Trevor explained the Capital Facilities Plan estimates the current City Hall to last 10 to 15 years, and remodeling costs is estimated at \$350,000 to \$500,000. Councilman Halverson suggested keeping in mind flex space at the Public Works Building for a possible police department. Councilwoman Alberts favored having City



Hall located centrally in the city. The Council requested more information concerning the cost to bond, renovation of the current City Hall, cost savings to combine facilities, cost for phase design of Public Works Building, etc. David suggested looking at the long-term need for the city.

## **REPORTS**

### **18. New Business**

**City Newsletter:** Councilwoman Alberts asked if the city wants to continue the printing and mailing of the city newsletter. This will save the city approximately \$2,000 per year. Trevor noted there are a variety of options available for individuals to read the newsletter. David pointed out it takes time and effort to go totally paperless. It was decided the Public Relations Committee will review further.

### **19. Council & Staff**

**Mayor Sjoblom:** attended the Council of Governments (COG) meeting where they discussed third quarter sales tax. She reported grants can be used for widening streets that qualify. Currently, 2700 East doesn't qualify. She met with the Trails Foundation of Northern Utah, and it was decided they will maintain the South Weber portion.

**Councilman Halverson:** related the Public Safety Committee met to discuss renegotiation of Davis County Sheriff's Department which has been ongoing. He acknowledged Mayor Sjoblom and Councilman Winsor and offered gratitude for the service they rendered to the city.

**Councilman Soderquist:** reported the dust collection boxes have been reduced to eight. He will be meeting with the gravel pit companies this Monday. The Finance Committee will meet this Thursday at 4:30 pm. He expressed his appreciation to Wayne Winsor and Jo Sjoblom for their sacrifice, numerous service hours, etc. on behalf of the city and himself.

**Councilwoman Petty:** shared the Parks and Recreation Committee met. Youth City Council and Recreation Department will hold Breakfast with Santa Saturday at 9:00 am.

**City Manager David Larson:** announced he looks forward to expressing his appreciation to Mayor Sjoblom and Councilman Winsor on January 4<sup>th</sup>.

**Community Director Trevor Cahoon:** met with Perry City and Brigham City concerning how they handle dust mitigation for gravel pit companies located in their cities. Due to state code gravel pits have a nonconforming use to mine state land. Residents need to contact state legislature representatives. He thanked Mayor Sjoblom and Councilman Winsor for being able to work with them for the last six months.

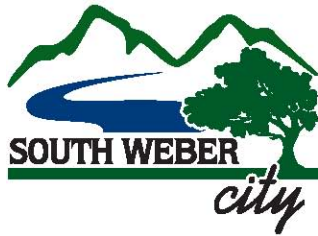
**ADJOURN:** Councilman Winsor moved to adjourn the Council Meeting at 8:46 p.m. Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

**APPROVED:** \_\_\_\_\_ **Date** 01-11-2022  
**Mayor:** Rod Westbroek

\_\_\_\_\_  
**Transcriber:** Michelle Clark

**Attest:** \_\_\_\_\_ **Recorder:** Lisa Smith

DRAFT



## Agenda Item Introduction

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**Council Meeting Date:** 1-11-22

**Name:** David Larson

**Agenda Item:** RV Park Cabins

**Background:** During the City Council Meeting on December 7, 2021, RV Park owner McKay Winkel requested to change the style of RV Park Cabins they will install in the park. The Council considered the request and ultimately continued the item and tasked staff with looking into how the change request would affect the floodplain and fire protection for the park. Staff has worked to understand both issues and has determined the following:

The potential style change does not impact the floodplain. Structures built in a floodplain must be built at least one foot above the floodplain level to obtain a floodplain certificate. The style of building will not impact the obtaining of a floodplain certificate; only the elevation will determine that.

The potential style change necessitated a reevaluation and recalculation of fire flow in the water lines. There has been a delay in the testing of the line and so all information is not available at the time of publication of this item introduction. Additional materials will be provided as they are finalized so the Council can fully consider the request.

**Summary:** Determine whether to allow the change in RV Park Cabin style

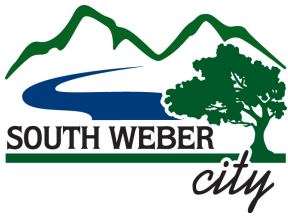
SAMPLE MOTION LANGUAGE

**Approve** – Move to approve the request and allow McKay Winkel as the owner of the RV Park to utilize the new cabin design.

**Approve with amendments** – Move to approve the request and allow McKay Winkel as the owner of the RV Park to utilize the new cabin design, with the following amendments:

- *List amendments*

**Deny** – Move to deny the request and have McKay Winkel as the owner of the RV Park maintain the original plan for cabin design.



## CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

January 11, 2022

PREPARED BYTrevor Cahoon  
Community Services Dir.ITEM TYPE

Legislative

ATTACHMENTSProposed Ordinance  
Exhibit A  
Amend Public Works  
Standard DrawingsPRIOR DISCUSSION DATES

December 7, 2021

AGENDA ITEM

Ordinance 2021-14 Private Rights-Of-Way

RECOMMENDATION

On the November 10, 2021 Planning Commission the Commission recommended both Option A and Option B with the inclusion of the comments of Brandon Jones, City Engineer, to the City Council in a unanimous decision.

BACKGROUND

South Weber code as it relates to private streets and rights-of-way (ROW) has some minor inconsistencies in the application of the code. As more requests have come for development or improvements, it has been difficult to instruct applicants on how to apply code effectively for the projects being proposed. References to private streets and ROW are found throughout Title 10 and Title 11 of City Code. References vary; however, some areas reference a variety of road widths and conditions in which to utilize a private street. The need has become apparent to fix the inconsistencies for better control and application of the City Code.

The Planning Commission was presented with five alternatives to the current South Weber Code and discussed which option best reflects the advice of the commission. Each draft ordinance considered various comments received at the October 20, 2021, Planning Commission discussion. The Planning Commission considered each option and made recommendations to the City Council for their consideration. The item was brought back to the Planning commission on November 10, 2021 and a recommendation was made to move forward to the City Council.

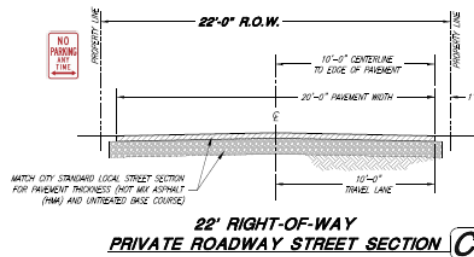
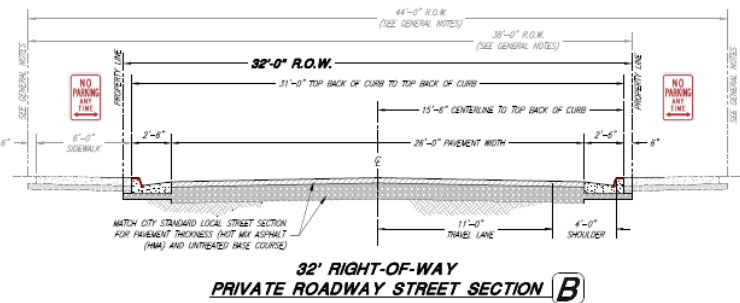
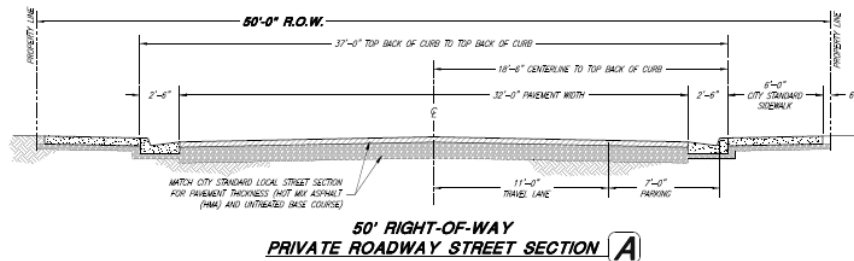
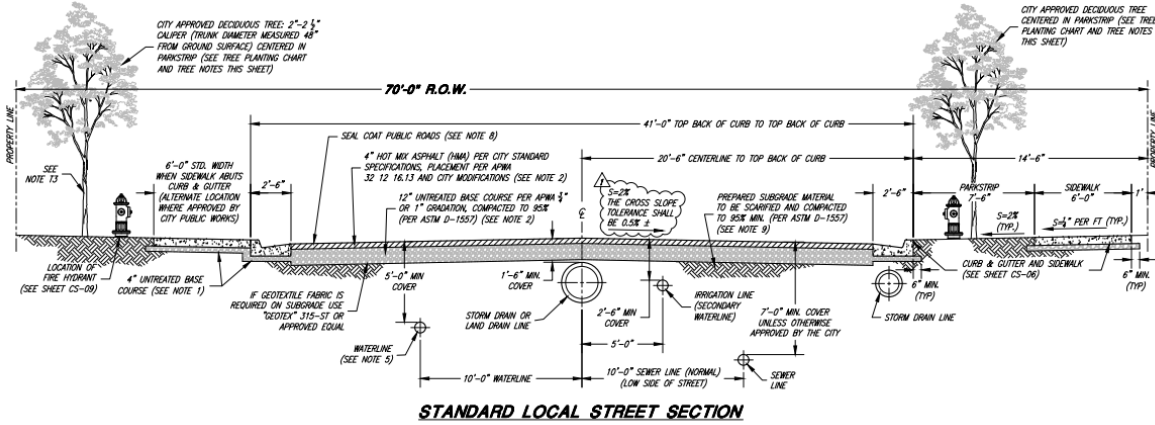
The City Council initially heard the 5 options on December 7, 2021 that were presented to the Planning Commission. After discussion the City Council wished to expand the use of the private ROW to all of the residential zones and instructed staff to make the necessary changes to the ordinance to reflect the desires of the council. The changes are reflected in the attached draft ordinance.

Being an agricultural community, South Weber has many different applications of private streets and ROW. Each have benefits and there are some that do provide some hinderances in current operation. There are definite pros and cons in allowing private streets within a municipality. The major issue is control over the maintenance and quality of the street. Previous applications of private streets have seen the effects of this. The draft ordinances address this with requiring an HOA or similar organization that will be responsible for the ROW and will outline the care and maintenance standards.

As the city continues to develop in coming years more ROWs will come online. The city is obligated to maintain public ROW in perpetuity, and so with each

development this impact creates a greater burden upon the city to increase maintenance through surfacing and replacement models. Private ROW are not maintained by the City and therefore do not create an increase maintenance cost for the community. Often in more dense developments private ROW are utilized on an internal street network because the subdivision already has a maintenance mechanism in place for the area.

**CROSS SECTION COMPARISON**



Above are the cross sections for the standard public ROW and the 3 proposed private ROW. The standard ROW allows for a 36' street, private ROW A allows for a 32' street, private ROW B allows for a 26' street, and private ROW C allows for a 20' street. The total width varies because of the curb, gutter, sidewalk, and parkstrip requirements.

CURRENT CODE REFERENCES TO PRIVATE ROADS

**10-1-10: Definitions (No Change)**

ROAD, PRIVATE: A thoroughfare held in private ownership and controlled, serviced and maintained by one or more private persons, firms or corporations and used or held for use primarily as a means of access to adjoining property.

**10-7F-3: RV Park- Access Drives (No Change)**

All private access drives shall be provided to each space, shall connect with a public street and shall have a minimum width of twenty feet (20') for interior circulation. Access drives shall be a hard surface or a dust-free material approved by the Planning Commission and the City Engineer. (Ord. 96-1, 9-10-1996, eff. 9-12-1996)

**10-7I: Planned Unit Development (Proposed Changes)**

H. Streets: Streets may be either public or private. They may be required to be public if they are a needed transportation route as shown on the comprehensive plan or if so determined by the approving body. If the streets are public, then they shall meet the applicable requirements of the city subdivision standards. Private streets shall be a minimum of forty one feet (41') in width with the same construction standards as required for a public street, in the city subdivision standards, from the back of curb to back of curb. Sidewalks along the street are not required, but if not included in the road right-of-way, then some other pedestrian transportation system shall be provided. Where private streets are used, a public utility easement twenty feet (20') in width shall be required along each side of the street. (Ord. 2000-9, 7-11-2000)

**10-11-6(C): Limitations for Land Use and Buildings (Supplemental and Qualifying Regulations) (Redacted)**

C. Private Rights Of Way: Residential development on private rights of way may be allowed where permitted by the South Weber zoning ordinance and in accordance with the following development standards:

1. A maximum of two (2) dwelling units or lots are permitted.
2. Lot size shall be that required in the zone in which it is located.
3. Private rights of way used for development purposes shall be considered private streets and must meet the definition of a private street. The minimum right of way width shall be thirty feet (30'), shall be constructed with at least eight inches (8") of compacted road base and three inches (3") of asphalt or an approved equivalent, and shall meet all requirements of the international fire code, appendix D.
4. Lots and rights of way must be located so that they do not interfere with future development. The city shall determine that the proposed private right of way location is not likely to ever be needed as a public road location before approving a private right of way. Private roads may not be located where proposed roads are shown on the city's general plan.
5. Required yards shall be those required by the zone in which they are located and shall not include any area within the right of way.
6. An approved sewer and water system must be provided.

7. All development on private rights of way of two (2) lots shall establish a homeowners' association or similar organization that will be responsible for the care and maintenance of any common property or utilities. A complete set of covenants, conditions and restrictions (CC&Rs) shall outline the care and maintenance of all private utilities, street improvements and common spaces. The CC&Rs shall also set forth the funding mechanism for that maintenance.

8. An easement for all public utilities shall be provided and dedicated to the city.

**10-11-8: Access Roads (Supplemental and Qualifying Regulations) (No Change)**

Private roads providing access to commercial or industrial property shall not be permitted to be constructed or used through properties in any R zone. (1989 Code § 12-17-008)

**10-12-4: Provision of Curb, Gutter, Sidewalks (Architectural Site Plan Review) (No Change)**

The applicant for site plan approval for multiple dwellings, commercial or industrial structures and all other business, public and semi-public buildings requiring motor vehicle access shall provide high-back curb, gutter and sidewalks along the entire street frontage of the property of any City road or street, except for entrances to the property, at which places the applicant shall provide curb cuts or private street entrances. (1989 Code § 12-18-004)

**11-4-4: Streets, Easements and Numbers (Subdivision Code) (Proposed Changes)**

A. Arrangement: The arrangement of streets in the new subdivision shall make provision for the continuation of existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided) at the same or greater widths (but in no case less than the required minimum width), unless variations are deemed necessary by the planning commission. The street arrangements must be such as to cause no unnecessary hardship to the owners of adjoining property when they plat their own land and seek to provide for convenient access to it. Proposed public streets shall be extended by dedication to the boundary of such property. Private rights of way or streets may be permitted by the planning commission if, in its opinion, the right of way is not needed as a public street to provide access to adjacent properties or to fulfill a recommendation of the general plan and the lots meet the provisions of the zoning title for private right of way development. Half streets along the boundary of land proposed shall not be permitted.

C. Private Rights-Of-Way: Private rights-of-way used for development purposes shall be considered private streets and must meet the definition of a private street. (Ord. 13-08, 2-26-2013)

D. Private Rights-Of-Way; Maintenance: All traveled portions of private rights-of-way shall be all weather surfaces consisting of a minimum of eight inches (8") of compacted road base. The City will not be responsible in any way for maintenance or upkeep of private rights-of-way and does not guarantee mail or garbage collection services will extend to the residences on such streets.

[ANALYSIS](#)

Expansion to all residential zones:

Staff proposes to limit the number of dwelling units or lots to 4 in zones Residential Low (R-L), Residential Low-Moderate (R-LM), and Residential Moderate (R-M). This would allow residential properties owners the opportunity to subdivide their parcels for a smaller development but would restrict large developments from utilizing private ROWs.



### Concerns about garbage collection and mail service:

As staff considered language to require mail or garbage service, it was determined that it is the responsibility of a residential developer who wishes to utilize private ROW to provide a mechanism for these services.

### Width of ROW:

Staff looked at the options of creating a larger cross-section for the 32 foot ROW. Through staff's analysis it is recommended to have a keep the 26' and 32' pavement widths as originally proposed. Staff feels these options provide a better flexibility and uniformity for private road standards.

#### SAMPLE MOTION LANGUAGE

**Approve** – Move to approve Ordinance 2021-14 Amending Titles 10 and 11 and updating public works standard drawings regarding Private Rights-of-way.

**Approve with amendments** – Move to approve Ordinance 2021-14 Amending Titles 10 and 11 and updating public works standard drawings regarding Private Rights-of-way with the following amendments:

- *List amendments*

**Deny** – Move to deny Ordinance 2021-14 Amending Titles 10 and 11 and updating public works standard drawings regarding Private Rights-of-way.

**ORDINANCE 2021-14**

**AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL  
AMENDING TITLES 10 AND 11 AND UPDATING PUBLIC WORKS STANDARD  
DRAWINGS REGARDING PRIVATE RIGHTS-OF-WAY**

**WHEREAS**, the South Weber City Council seeks to clarify the use of private rights-of-way within the city; and

**WHEREAS**, the South Weber Planning Commission issued a recommendation to the South Weber City Council on November 10, 2021,

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

**Section 1. Chapter amended:** Title 10 Zoning Regulations shall be hereby amended as follows:

10-5A-9: PRIVATE RIGHTS-OF-WAY (Note: R-M)

1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section C, B or A.
2. A maximum of four (4) dwelling units or lots shall be permitted utilizing private rights-of-way.

10-5B-9: PRIVATE RIGHTS-OF-WAY (Note: R-LM)

1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section C, B or A.
2. A maximum of four (4) dwelling units or lots shall be permitted utilizing private rights-of-way.

10-5C-12: PRIVATE RIGHTS-OF-WAY (Note: R-7)

1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section B or A.
  - a. On-street parking shall not be permitted for rights-of-way utilizing Section B.
2. Sidewalk or pedestrian path must be made available on the front façade of residence and connect to a public right-of-way without having to cross a road.
  - a. The private rights-of-way must be expanded to include sidewalks, where required.
3. The following utilities (where required) shall be located under the pavement portion of the private road: culinary water, sewer, storm drain, land drain, and irrigation.
  - a. The private rights-of-way must be expanded to include all utilities with the required spacing.

ORD 2021-14 Private Rights-of-way

10-5D-9: PRIVATE RIGHTS-OF-WAY (Note: R-L)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section C, B or A.
- 2. A maximum of four (4) dwelling units or lots shall be permitted utilizing private rights-of-way.

10-5E-9: PRIVATE RIGHTS-OF-WAY (Note: A)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section C, B or A.
- 2. A maximum of four (4) dwelling units or lots shall be permitted utilizing private rights-of-way.

10-5G-13: PRIVATE RIGHTS-OF-WAY (Note: C)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5H-13: PRIVATE RIGHTS-OF-WAY (Note: C-H)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5I-13: PRIVATE RIGHTS-OF-WAY (Note: T-1)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5J-7: PRIVATE RIGHTS-OF-WAY (Note: N-R)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5K-12: PRIVATE RIGHTS-OF-WAY (Note: P-O)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

ORD 2021-14 Private Rights-of-way

10-5L-13: PRIVATE RIGHTS-OF-WAY (Note: L-I)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5M-13: PRIVATE RIGHTS-OF-WAY (Note: C-R)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5O-14: PRIVATE RIGHTS-OF-WAY (Note: B-C)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5P-9: PRIVATE RIGHTS-OF-WAY (Note: R-P)

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.

10-7I-4: CONDITIONS REQUIRED (Planned Unit Development)

H. Streets: Streets may be either public or private. They may be required to be public if they are a needed transportation route as shown on the comprehensive plan or if so determined by the approving body. If the streets are public, then they shall meet the applicable requirements of the Public Works Standard Drawings. Private streets shall meet the provisions of the underlying zones.

10-11-6(C): LIMITATIONS FOR LAND USE AND BUILDINGS (Supplemental and Qualifying Regulations)

~~C. Private Rights Of Way: Residential development on private rights of way may be allowed where permitted by the South Weber zoning ordinance and in accordance with the following development standards:~~

- ~~— 1. A maximum of two (2) dwelling units or lots are permitted.~~
- ~~— 2. Lot size shall be that required in the zone in which it is located.~~
- ~~— 3. Private rights of way used for development purposes shall be considered private streets and must meet the definition of a private street. The minimum right of way width shall be thirty feet (30'), shall be constructed with at least eight inches (8") of compacted road base and three~~

~~inches (3") of asphalt or an approved equivalent, and shall meet all requirements of the international fire code, appendix D.~~

~~—4. Lots and rights of way must be located so that they do not interfere with future development. The city shall determine that the proposed private right of way location is not likely to ever be needed as a public road location before approving a private right of way. Private roads may not be located where proposed roads are shown on the city's general plan.~~

~~—5. Required yards shall be those required by the zone in which they are located and shall not include any area within the right of way.~~

~~—6. An approved sewer and water system must be provided.~~

~~—7. All development on private rights of way of two (2) lots shall establish a homeowners' association or similar organization that will be responsible for the care and maintenance of any common property or utilities. A complete set of covenants, conditions and restrictions (CC&Rs) shall outline the care and maintenance of all private utilities, street improvements and common spaces. The CC&Rs shall also set forth the funding mechanism for that maintenance.~~

~~—8. An easement for all public utilities shall be provided and dedicated to the city.~~

**Section 2. Chapter amended:** Title 11 Subdivision Regulations shall be hereby amended as follows:

11-4-4: STREETS, EASEMENTS AND NUMBERS

C. Private Rights-Of-Way: Private rights-of-way may be used for development purposes in **all zoning districts** subject to the following conditions:

1. Private rights-of-way shall be designed and built as per the South Weber City Public Works Standard Drawings.
2. **Private rights-of-way shall meet provisions of the zoning district.**
3. Private rights-of-way shall not be permitted for any portion of road that is contained on the South Weber City Transportation Map
4. Private rights-of-way shall not be permitted if the road serves to connect other rights-of-way or subdivisions.
5. Private rights-of-way shall meet all requirements of international fire code, appendix D.
6. All development on private rights of way of two (2) lots **or more** shall establish a homeowners' association or similar organization that will be responsible for the care and maintenance of any common property or utilities. A complete set of covenants, conditions and restrictions (CC&Rs) shall outline the care and maintenance of all private utilities, street improvements and common spaces. The CC&Rs shall also set forth the funding mechanism for that maintenance. **The CC&Rs shall be recorded and run with the land.**
7. An easement for all public utilities shall be provided and dedicated to the city.

D. Private Rights-Of-Way; Maintenance: The City will not be responsible in any way for maintenance or upkeep of surface improvements for private rights-of-way and does not guarantee services like mail or garbage collection will extend to the residences on such streets.

**Section 3. Amendment:** Exhibit A as attached hereto shall be added to the South Weber City Public Works Standard Drawings to incorporate private rights-of-way.

**Section 4. General Repealer.** Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**Section 5. 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 11<sup>th</sup> day of January 2022.

\_\_\_\_\_  
**MAYOR: Rod Westbroek**

\_\_\_\_\_  
**ATTEST: City Recorder, Lisa Smith**

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

**CERTIFICATE OF POSTING**

I hereby certify that Ordinance 2021-14 was passed and adopted the 7th day of 2021 and that complete copies of the ordinance were posted in the following locations within the City this 8<sup>th</sup> day of December 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**

**EXHIBIT A  
PUBLIC WORKS STANDARD DRAWINGS  
PRIVATE RIGHTS-OF-WAY**

**ORDINANCE 2021-14**

**AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL  
AMENDING TITLES 10 AND 11 AND UPDATING PUBLIC WORKS STANDARD  
DRAWINGS REGARDING PRIVATE RIGHTS-OF-WAY**

**WHEREAS**, the South Weber City Council seeks to clarify the use of private rights-of-way within the city; and

**WHEREAS**, the South Weber Planning Commission issued a recommendation to the South Weber City Council on November 10, 2021,

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

**Section 1. Chapter amended:** Title 10 Zoning Regulations shall be hereby amended as follows:

**10-5A-9: PRIVATE RIGHTS-OF-WAY**

1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section C, B or A.
2. A maximum of four (4) dwelling units or lots shall be permitted utilizing private rights-of-way.

**10-5B-9: PRIVATE RIGHTS-OF-WAY**

1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section C, B or A.
2. A maximum of four (4) dwelling units or lots shall be permitted utilizing private rights-of-way.

**10-5C-12: PRIVATE RIGHTS-OF-WAY**

1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section B or A.
  - a. On-street parking shall not be permitted for rights-of-way utilizing Section B.
2. Sidewalk or pedestrian path must be made available on the front façade of residence and connect to a public right-of-way without having to cross a road.
  - a. The private rights-of-way must be expanded to include sidewalks, where required.
3. The following utilities (where required) shall be located under the pavement portion of the private road: culinary water, sewer, storm drain, land drain, and irrigation.
  - a. The private rights-of-way must be expanded to include all utilities with the required spacing.



10-5D-9: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section C, B or A.
- 2. A maximum of four (4) dwelling units or lots shall be permitted utilizing private rights-of-way.

10-5E-9: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section C, B or A.
- 2. A maximum of four (4) dwelling units or lots shall be permitted utilizing private rights-of-way.

10-5G-13: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5H-13: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5I-13: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5J-7: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5K-12: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5L-13: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5M-13: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5O-14: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.
- 2. On-street parking shall not be permitted.

10-5P-9: PRIVATE RIGHTS-OF-WAY

- 1. Private rights-of-way shall be permitted in compliance with 11-4-4 and Public Works Standard Drawings – Private Roadway Street Section A.

10-7I-4: CONDITIONS REQUIRED

H. Streets: Streets may be either public or private. They may be required to be public if they are a needed transportation route as shown on the comprehensive plan or if so determined by the approving body. If the streets are public, then they shall meet the applicable requirements of the Public Works Standard Drawings. Private streets shall meet the provisions of the underlying zones.

10-11-6: LIMITATIONS FOR LAND USE AND BUILDINGS

~~C. Private Rights Of Way: Residential development on private rights of way may be allowed where permitted by the South Weber zoning ordinance and in accordance with the following development standards:~~

- ~~— 1. A maximum of two (2) dwelling units or lots are permitted.~~
- ~~— 2. Lot size shall be that required in the zone in which it is located.~~
- ~~— 3. Private rights of way used for development purposes shall be considered private streets and must meet the definition of a private street. The minimum right of way width shall be thirty feet (30'), shall be constructed with at least eight inches (8") of compacted road base and three inches (3") of asphalt or an approved equivalent, and shall meet all requirements of the international fire code, appendix D.~~

- ~~—4. Lots and rights of way must be located so that they do not interfere with future development. The city shall determine that the proposed private right of way location is not likely to ever be needed as a public road location before approving a private right of way. Private roads may not be located where proposed roads are shown on the city's general plan.~~
- ~~—5. Required yards shall be those required by the zone in which they are located and shall not include any area within the right of way.~~
- ~~—6. An approved sewer and water system must be provided.~~
- ~~—7. All development on private rights of way of two (2) lots shall establish a homeowners' association or similar organization that will be responsible for the care and maintenance of any common property or utilities. A complete set of covenants, conditions and restrictions (CC&Rs) shall outline the care and maintenance of all private utilities, street improvements and common spaces. The CC&Rs shall also set forth the funding mechanism for that maintenance.~~
- ~~—8. An easement for all public utilities shall be provided and dedicated to the city.~~

**Section 2. Chapter amended:** Title 11 Subdivision Regulations shall be hereby amended as follows:

11-4-4: STREETS, EASEMENTS AND NUMBERS

- C. Private Rights-Of-Way: Private rights-of-way may be used for development purposes in all zoning districts subject to the following conditions:
  - 1. Private rights-of-way shall be designed and built as per the South Weber City Public Works Standard Drawings.
  - 2. Private rights-of-way shall meet provisions of the zoning district.
  - 3. Private rights-of-way shall not be permitted for any portion of road that is contained on the South Weber City Transportation Map
  - 4. Private rights-of-way shall not be permitted if the road serves to connect other rights-of-way or subdivisions.
  - 5. Private rights-of-way shall meet all requirements of international fire code, appendix D.
  - 6. All development on private rights of way of two (2) lots or more shall establish a homeowners' association or similar organization that will be responsible for the care and maintenance of any common property or utilities. A complete set of covenants, conditions, and restrictions (CC&Rs) shall outline the care and maintenance of all private utilities, street improvements and common spaces. The CC&Rs shall also set forth the funding mechanism for that maintenance. The CC&Rs shall be recorded and run with the land.
  - 7. An easement for all public utilities shall be provided and dedicated to the city.
  
- D. Private Rights-Of-Way; Maintenance: The City will not be responsible in any way for maintenance or upkeep of surface improvements for private rights-of-way and does not guarantee services like mail or garbage collection will extend to the residences on such streets.

**Section 3. Amendment:** Exhibit A as attached hereto shall be added to the South Weber City Public Works Standard Drawings to incorporate private rights-of-way.

**Section 4. General Repealer.** Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**Section 5. 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 11<sup>th</sup> day of January 2022.

\_\_\_\_\_  
**MAYOR: Rod Westbroek**

\_\_\_\_\_  
**ATTEST: City Recorder, Lisa Smith**

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

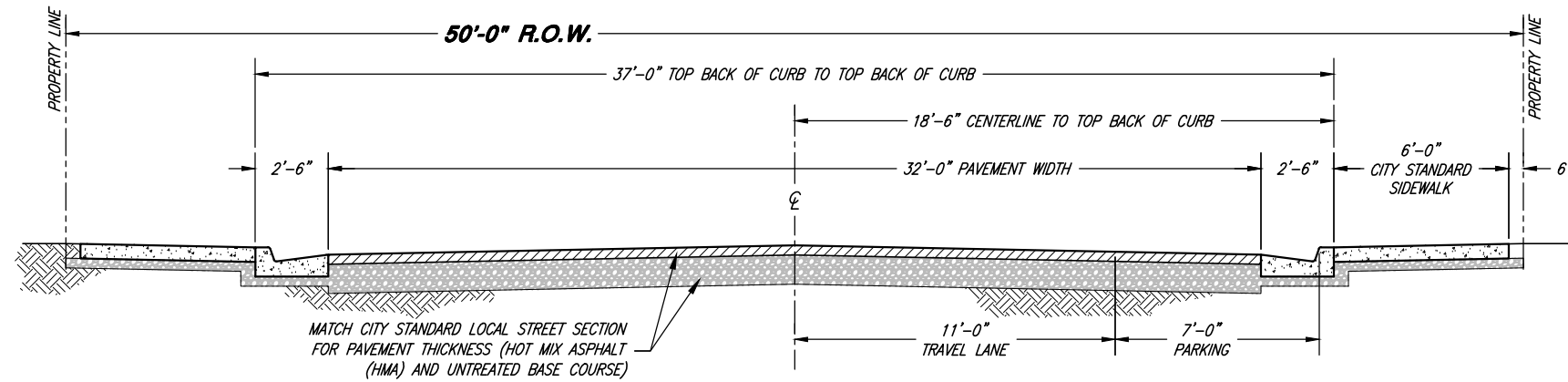
**CERTIFICATE OF POSTING**

I hereby certify that Ordinance 2021-14 was passed and adopted the 7th day of 2021 and that complete copies of the ordinance were posted in the following locations within the City this 8<sup>th</sup> day of December 2021.

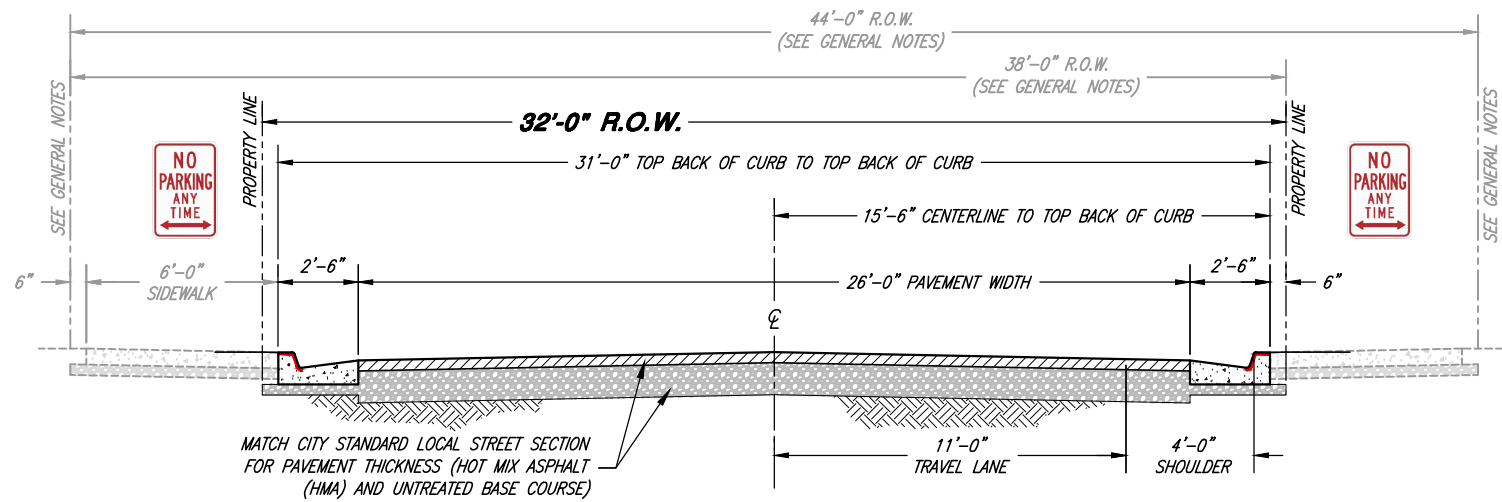
1. South Weber Elementary, 1285 E. Lester Drive
2. South Weber Family Activity Center, 1181 E. Lester Drive
3. South Weber City Building, 1600 E. South Weber Drive

\_\_\_\_\_  
**Lisa Smith, City Recorder**

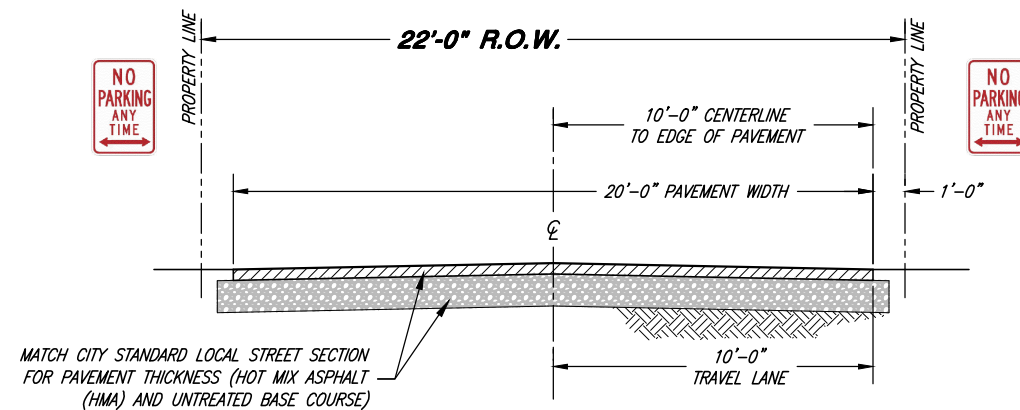
**EXHIBIT A  
PUBLIC WORKS STANDARD  
DRAWINGS PRIVATE RIGHTS-OF-WAY**



**50' RIGHT-OF-WAY  
PRIVATE ROADWAY STREET SECTION A**



**32' RIGHT-OF-WAY  
PRIVATE ROADWAY STREET SECTION B**



**22' RIGHT-OF-WAY  
PRIVATE ROADWAY STREET SECTION C**

**GENERAL NOTES:**

1. SIDEWALK OR PEDESTRIAN PATH MUST BE MADE AVAILABLE ON THE FRONT FACADE OF RESIDENCE AND CONNECT TO A PUBLIC RIGHT-OF-WAY WITHOUT HAVING TO CROSS A ROAD.
2. IF THE NUMBER OF AND SPACING REQUIRED FOR UTILITIES CANNOT FIT WITHIN THE PAVEMENT WIDTH, THEN THE PAVEMENT WIDTH AND R.O.W. MUST BE WIDENED TO ACCOMMODATE THE UTILITIES.

PROJECT ENGINEER			
1-3-2022			
DATE	REV.	DATE	APPR.

SCALE:  
N.T.S.

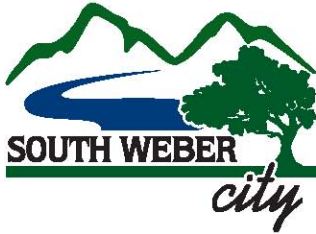
DESIGNED BKJ  
DRAWN BEB  
CHECKED BKJ



**CONSULTING ENGINEERS**  
6080 Fashion Point Drive  
South Ogden, Utah 84403 (801) 476-9767  
www.jonescivil.com

**SOUTH WEBER CITY CORPORATION**  
**PUBLIC WORKS STANDARDS**  
**EXHIBIT "A"**  
**ORDINANCE 2021-14 PRIVATE RIGHTS-OF-WAY**

SHEET:  
**A**  
OF 1 SHEETS  
0



## Agenda Item Introduction

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**Council Meeting Date:** 1-11-22

**Name:** Lisa Smith

**Agenda Item:** Appoint Mayor Pro Tempore

**Background:** City Code provides for Council to elect a Mayor Pro Tem from sitting Council to officiate when the mayor is unable or unavailable. In the past this position has been appointed for one year to allow more members to gain experience. Council will need to choose among themselves a representative to serve.

**Summary:** Elect Mayor Pro Tempore

**SAMPLE MOTION LANGUAGE**

**Approve** – Move to appoint \_\_\_\_\_ as Mayor Pro Tem for 2022.

**RESOLUTION 22-01**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPOINTING A MAYOR PRO TEMPORE FOR 2022**

**WHEREAS**, South Weber city code allows Council to elect a Mayor Pro Tempore to perform the duties and functions of Mayor during the Mayor’s absence, disability, or refusal to act; and

**WHEREAS**, in an effort to be proactive Council has decided to appoint this position in case the need arises; and

**WHEREAS**, Council has deliberated and chosen Council Member \_\_\_\_\_ to serve as Mayor Pro Tempore;

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

**Section 1. Appointment:** Council Member \_\_\_\_\_ is hereby appointed to serve as Mayor Pro Tempore for the 2022 year.

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

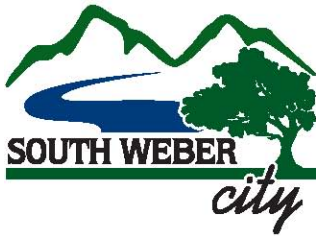
**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 11<sup>th</sup> day of 2022.

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

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest:** Lisa Smith, Recorder





## Agenda Item Introduction

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**Council Meeting Date:** 1-11-22

**Name:** David Larson

**Agenda Item:** Appointment of Marty McFadden to the Planning Commission

**Recommendation:** Mayor recommends approval

**Background:** Planning Commissioner Wes Johnson's term will expire at the end of January 2022. Per City Code 10-3-1 the Mayor shall appoint a replacement with the advice and consent of the City Council.

Mayor Westbrook spoke with potential applicants personally and publicly solicited applications in December 2021. Upon review of applications received, Mayor Westbrook has selected Marty McFadden to present to the City Council for appointment to the Planning Commission.

Marty recently ran for City Council, expressing his desire to serve the community and has direct development process experience in his professional line of work. He has stated that "I love to serve our community. I have a unique set of qualifications I have developed in my professional career as an infrastructure developer that allows me to easily understand and appropriately respond to the wide variety of city development submissions that come to our Planning Commission. I want to contribute to the sustainable and positive development of our city. I see a need for more effort with a stronger education in municipal code and sustainable development within our Planning Commission and I believe I can fill that need."

**Summary:** Appoint Marty McFadden to the Planning Commission.

SAMPLE MOTION LANGUAGE

**Approve** – Move to appoint Marty McFadden as a Planning Commissioner.

**Deny** – Move to deny Marty McFadden’s appointment as a Planning Commissioner.

**RESOLUTION 22-02**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPOINTING PLANNING COMMISSIONER MARTY MCFADDEN**

**WHEREAS**, Wes Johnson’s term as Planning Commission member ends January 31, 2022; and

**WHEREAS**, the position was advertised to the community and four applications were received;  
and

**WHEREAS**, Mayor Westbrook screened the candidates and presents Marty McFadden for approval to serve on the Planning Commission;

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

**Section 1. Appointment:** The City Council hereby appoints Marty McFadden to serve on the Planning Commission from February 1, 2022 to January 31, 2025.

**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 11<sup>th</sup> day of 2022.

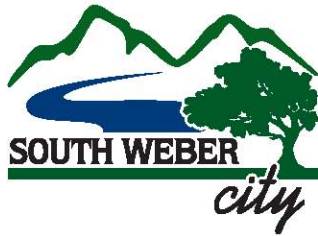
Roll call vote is as follows:		
Council Member Dills	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

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**Rod Westbrook, Mayor**

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**Attest:** Lisa Smith, Recorder



# Agenda Item Introduction

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**Council Meeting Date:** 1-11-22

**Name:** Lisa Smith

**Agenda Item:** Appoint Members to Various Boards

**Background:** South Weber holds positions on several boards within the greater community. Mayor Sjoblom and Councilman Winsor had positions which need to be reassigned. Councilman Dills will serve on the mosquito abatement and Mayor Westbroek will serve on Wasatch Integrated Waste, County Council of Governments, Wasatch Front Regional Council and Central Weber Sewer Improvement District. Councilman Halverson will continue representing South Weber on the HAFB Restoration Advisory Board.

**Summary:** Appoint Board Members

## SAMPLE MOTION LANGUAGE

**Approve** – Move to approve Resolution 22-03.

**Approve with amendments** – Move to approve Resolution 22-03, with the following amendments:

- *List amendments*

**Deny** – Move to deny Resolution 22-03, because:

- *List reasons*

**RESOLUTION 22-03**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPOINTING VARIOUS BOARD MEMBERS**

**WHEREAS**, South Weber city has representatives on multiple boards within the greater community namely, Mosquito Abatement Davis District, Central Weber Sewer Improvement District, Wasatch Integrated Waste, County Council of Governments, Wasatch Front Regional Council and HAFB Restoration Advisory Board; and

**WHEREAS**, Councilman Winsor and Mayor Sjoblom have now completed their terms leaving vacancies on multiple boards; and

**WHEREAS**, any compensation will be determined by each individual board and will not be supplemented by the city; and

**WHEREAS**, Mayor Westbroek is recommending appointments which are now approved by the Council;

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

**Section 1. Appointment:** The following appointees are to serve on the designated boards until or unless a new appointment is made through resolution by the City Council.

- Central Weber Sewer Improvement District—Mayor Rod Westbroek
- County Council of Governments—Mayor Rod Westbroek
- HAFB Restoration Advisory Board—Councilman Blair Halverson
- Mosquito Abatement Davis District—Councilman Joel Dills
- Wasatch Front Regional Council—Mayor Rod Westbroek
- Wasatch Integrated Waste—Mayor Rod Westbroek

**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 11<sup>th</sup> day of 2022.

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

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**Rod Westbroek, Mayor**


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**Attest:** Lisa Smith, Recorder



**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: PUBLIC WORKS RETENTION BASIN RELOCATION & FENCING**  
Award Recommendation Memo

Date: December 28, 2021

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On December 16, 2021, at 2:00 pm., bids were opened for the PUBLIC WORKS SITE: RETENTION BASIN RELOCATION & FENCING PROJECT. Seven bids were received. The results of the bidding are shown on the enclosed Bid Tabulation. We have checked the bids and only found a few minor errors (which did not change the position of any of the lowest bidders).

As part of the city’s contract for purchase of the public works property, the city agreed to remove the retention basin and fence the property line between the newly created public works lot and the soccer facility. The purpose of this project is to complete these two commitments. Therefore, the project was bid out with two separate sections. Section A (Retention Basin Relocation) and Section B (Fencing).

Section A – Retention Basin Relocation

At some point in the future when the public works facility is funded, storm drain piping will be installed and the stormwater currently flowing to the retention basin will be piped to the existing detention basin at the west end of Harper Way. However, for now, in order to install the fencing, the retention basin is just being relocated north onto the city’s property.

Section B – Fencing

The property is zoned Commercial Recreation (C-R) and is bordered by residential zones; R-M to the east and south, and R-LM to the west. According to the City Code, “A buffer yard shall be required between the C-R Zone and all residential zones...” (10-5M-6). One of the buffer yard requirements is a 6’-8’ masonry fence “at or near the property line” (10-15-7E). Even if this were not required by code, based on the use of the property for a public works facility adjacent to residential and recreational uses, we would still recommend installing a masonry fence on the property line. A masonry fence is a stout barrier that provides increased security and safety for the uses on both sides of the fence. Masonry fences have precast panels that come in a variety of

PUBLIC WORKS RETENTION BASIN RELOCATION & FENCING  
Award Recommendation Memo  
December 28, 2021

Page 2 of 2

patterns and can be stained in a variety of colors to enhance the aesthetic appeal of the fence. To evaluate the best overall value, a variety of fencing types were bid: Olympus Precast Verti-Crete, Harper Precast, StoneTree, RhinoRock, and Simtek. We also bid 6' and 8' heights for any of the fences that come in both sizes. The evaluation criteria for fence selection included quality, durability, cost, longevity, aesthetic appeal, availability, and installation requirements. Based on the results of our evaluation, the Olympus Precast Verti-Crete fence scored the highest. Discussion was had among some staff members, and it was felt that a 6' fence was sufficient for this area bordering the soccer facility. When it comes time to fence along the residential property in the future, it is felt that stronger consideration should be given for an 8' fence.

Award Recommendation

Based on our review and evaluation of all bids, contractors, and materials, we recommend awarding one single contract as shown in the table below.

<u>SECTION</u>	<u>CONTRACTOR</u>	<u>BID</u>	<u>BUDGET</u>
Section A (Ret. Basin Relocation)	<b>3XL Inc.</b>	\$35,877.00	
Section B (Fencing) – Option 1: 6' Verti-Crete	<b>3XL Inc.</b>	\$102,473.00	
<b>TOTAL</b>		<b>\$138,350.00</b>	<b>\$90,000.00</b>

3XL Inc. has not done any previous work for the city. Therefore, we requested and called references. The general consensus was positive, and we feel they are qualified to perform the work. If the Council agrees with this recommendation, please pass a motion accepting the bid and awarding the project contract to 3XL Inc. with their total bid of \$138,350.00.

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 date for Substantial Completion is March 31, 2022.

Budget

The work associated with this project is in the current FY2022 Budget, but the total from the bids received is more than what was budgeted. This was discussed with staff members. Since this work is for the public works facility, additional funding is proposed to come from a proportionate share of the enterprise funds.

SAMPLE MOTION LANGUAGE

**Approve** – Move to approve Resolution 22-04 awarding contract for retention basin relocation and fencing for the new public works location.

**Approve with amendments** – – Move to approve Resolution 22-04 awarding contract for retention basin relocation and fencing for the new public works location, with the following amendments:

- *List amendments*

**Deny** – Move to deny Resolution 22-04 awarding contract for retention basin relocation and fencing for the new public works location, because:

- *List reasons*



**BID TABULATION**

\*Section A Shown by Lowest Bidder \*\*Section B Shown in Alphabetical Order

**South Weber City Public Works Site: Retention Basin Relocation & Fencing**

Bid Opening: December 16, 2021, 2:00 pm, Via Zoom

SECTION A: RETENTION BASIN RELOCATION			ENGINEER'S ESTIMATE		3XL Inc.		Post Construction Company		Allied Underground Technology		Forrester and Associates		BH Inc.		Geneva Rock Products		Acme Construction Inc.	
Item	Description	Qty Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Mobilization	1 LS	\$ 3,000.00	\$ 3,000.00	\$ 2,950.00	\$ 2,950.00	\$ 5,500.00	\$ 5,500.00	\$ 14,910.00	\$ 14,910.00	\$ 10,000.00	\$ 10,000.00	\$ 28,650.00	\$ 28,650.00	\$ 14,550.00	\$ 14,550.00	\$ 55,000.00	\$ 55,000.00
A2	Clear and grub	30,800 sf	\$ 0.15	\$ 4,620.00	\$ 0.32	\$ 9,856.00	\$ 0.20	\$ 6,160.00	\$ 0.32	\$ 9,856.00	\$ 0.65	\$ 20,020.00	\$ 0.49	\$ 15,092.00	\$ 0.80	\$ 24,640.00	\$ 0.75	\$ 23,100.00
A3	Remove existing tree (7" – 18")	3 ea	\$ 750.00	\$ 2,250.00	\$ 285.00	\$ 855.00	\$ 450.00	\$ 1,350.00	\$ 1,100.00	\$ 3,300.00	\$ 1,666.67	\$ 5,000.01	\$ 936.00	\$ 2,808.00	\$ 1,660.00	\$ 4,980.00	\$ 1,465.00	\$ 4,395.00
A4	Fill existing retention basin w/ on-site fill (approx. 980 cy)	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00	\$ 8,500.00	\$ 8,500.00	\$ 6,063.00	\$ 6,063.00	\$ 5,000.00	\$ 5,000.00	\$ 10,092.00	\$ 10,092.00	\$ 27,000.00	\$ 27,000.00	\$ 14,500.00	\$ 14,500.00
A5	Excavate new retention basin (approx. 400 cy)	1 LS	\$ 2,000.00	\$ 2,000.00	\$ 4,850.00	\$ 4,850.00	\$ 6,500.00	\$ 6,500.00	\$ 5,015.00	\$ 5,015.00	\$ 7,500.00	\$ 7,500.00	\$ 5,600.00	\$ 5,600.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00
A6	Fine grading	30,800 sf	\$ 0.10	\$ 3,080.00	\$ 0.16	\$ 4,928.00	\$ 0.10	\$ 3,080.00	\$ 0.18	\$ 5,544.00	\$ 0.52	\$ 16,016.00	\$ 0.33	\$ 10,164.00	\$ 0.30	\$ 9,240.00	\$ 0.25	\$ 7,700.00
A7	New 15" RCP (cl-III)	82 lf	\$ 60.00	\$ 4,920.00	\$ 44.00	\$ 3,608.00	\$ 120.00	\$ 9,840.00	\$ 76.44	\$ 6,268.08	\$ 24.39	\$ 1,999.98	\$ 118.00	\$ 9,676.00	\$ 75.00	\$ 6,150.00	\$ 165.00	\$ 13,530.00
A8	New 15" flared end section w/ grate	1 ea	\$ 2,000.00	\$ 2,000.00	\$ 1,650.00	\$ 1,650.00	\$ 1,500.00	\$ 1,500.00	\$ 1,433.00	\$ 1,433.00	\$ 5,000.00	\$ 5,000.00	\$ 2,605.00	\$ 2,605.00	\$ 1,211.00	\$ 1,211.00	\$ 1,895.00	\$ 1,895.00
A9	Connect to existing outlet control structure	1 ea	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 1,300.00	\$ 1,300.00	\$ 1,500.00	\$ 1,500.00	\$ 2,961.00	\$ 2,961.00	\$ 850.00	\$ 850.00	\$ 3,250.00	\$ 3,250.00
A10	Raise existing outlet control structure to new grade (includes new lid)	1 ea	\$ 3,000.00	\$ 3,000.00	\$ 2,180.00	\$ 2,180.00	\$ 800.00	\$ 800.00	\$ 2,135.00	\$ 2,135.00	\$ 5,000.00	\$ 5,000.00	\$ 7,219.00	\$ 7,219.00	\$ 1,000.00	\$ 1,000.00	\$ 4,750.00	\$ 4,750.00
<b>TOTAL SECTION A (Items A1-A10)</b>			<b>\$30,370.00</b>		<b>\$35,877.00</b>		<b>\$43,980.00</b>		<b>\$55,824.08</b>		<b>\$77,035.99</b>		<b>\$94,867.00</b>		<b>\$95,621.00</b>		<b>\$135,120.00</b>	

SECTION A: RETENTION BASIN RELOCATION (ALTERNATE)			ENGINEER'S ESTIMATE		3XL Inc.		Post Construction Company		Allied Underground Technology		Foreeater and Associates		BH Inc.		Geneva Rock Products		Acme Construction Inc.	
Item	Description	Qty Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Mobilization	1 LS	\$ 3,000.00	\$ 3,000.00	\$ 2,950.00	\$ 2,950.00	\$ 5,500.00	\$ 5,500.00	\$ 14,910.00	\$ 14,910.00	\$ 10,000.00	\$ 10,000.00	\$ 28,650.00	\$ 28,650.00	\$ 14,550.00	\$ 14,550.00	\$ 55,000.00	\$ 55,000.00
A2	Clear and grub	30,800 sf	\$ 0.15	\$ 4,620.00	\$ 0.32	\$ 9,856.00	\$ 0.20	\$ 6,160.00	\$ 0.32	\$ 9,856.00	\$ 0.65	\$ 20,020.00	\$ 0.49	\$ 15,092.00	\$ 0.80	\$ 24,640.00	\$ 0.75	\$ 23,100.00
A3	Remove existing tree (7" – 18")	3 ea	\$ 750.00	\$ 2,250.00	\$ 285.00	\$ 855.00	\$ 450.00	\$ 1,350.00	\$ 1,100.00	\$ 3,300.00	\$ 1,666.67	\$ 5,000.01	\$ 936.00	\$ 2,808.00	\$ 1,660.00	\$ 4,980.00	\$ 1,465.00	\$ 4,395.00
A4	Fill existing retention basin w/ on-site fill (approx. 980 cy)	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00	\$ 8,500.00	\$ 8,500.00	\$ 6,063.00	\$ 6,063.00	\$ 5,000.00	\$ 5,000.00	\$ 10,092.00	\$ 10,092.00	\$ 27,000.00	\$ 27,000.00	\$ 14,500.00	\$ 14,500.00
A5	Excavate new retention basin (approx. 400 cy)	1 LS	\$ 2,000.00	\$ 2,000.00	\$ 4,850.00	\$ 4,850.00	\$ 6,500.00	\$ 6,500.00	\$ 5,015.00	\$ 5,015.00	\$ 7,500.00	\$ 7,500.00	\$ 5,600.00	\$ 5,600.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00
A6	Fine grading	30,800 sf	\$ 0.10	\$ 3,080.00	\$ 0.16	\$ 4,928.00	\$ 0.10	\$ 3,080.00	\$ 0.18	\$ 5,544.00	\$ 0.52	\$ 16,016.00	\$ 0.33	\$ 10,164.00	\$ 0.30	\$ 9,240.00	\$ 0.25	\$ 7,700.00
ALT 1	New 15" PVC (SDR-35)	82 lf	\$ 50.00	\$ 4,100.00	\$ 62.50	\$ 5,125.00	\$ 135.00	\$ 11,070.00	\$ 127.42	\$ 10,448.44	\$ 18.29	\$ 1,499.78	\$ 109.00	\$ 8,938.00	\$ 74.00	\$ 6,068.00	\$ 195.00	\$ 15,990.00
A8	New 15" flared end section w/ grate	1 ea	\$ 2,000.00	\$ 2,000.00	\$ 1,650.00	\$ 1,650.00	\$ 1,500.00	\$ 1,500.00	\$ 1,433.00	\$ 1,433.00	\$ 5,000.00	\$ 5,000.00	\$ 2,605.00	\$ 2,605.00	\$ 1,211.00	\$ 1,211.00	\$ 1,895.00	\$ 1,895.00
A9	Connect to existing outlet control structure	1 ea	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 1,300.00	\$ 1,300.00	\$ 1,500.00	\$ 1,500.00	\$ 2,961.00	\$ 2,961.00	\$ 850.00	\$ 850.00	\$ 3,250.00	\$ 3,250.00
A10	Raise existing outlet control structure to new grade (includes new lid)	1 ea	\$ 3,000.00	\$ 3,000.00	\$ 2,180.00	\$ 2,180.00	\$ 800.00	\$ 800.00	\$ 2,135.00	\$ 2,135.00	\$ 5,000.00	\$ 5,000.00	\$ 7,219.00	\$ 7,219.00	\$ 1,000.00	\$ 1,000.00	\$ 4,750.00	\$ 4,750.00
<b>TOTAL SECTION A - ALTERNATE (Items A1-A10)</b>			<b>\$29,550.00</b>		<b>\$37,394.00</b>		<b>\$45,210.00</b>		<b>\$60,004.44</b>		<b>\$76,535.79</b>		<b>\$94,129.00</b>		<b>\$95,539.00</b>		<b>\$137,580.00</b>	

**BID TABULATION**

\*Section A Shown by Lowest Bidder \*\*Section B Shown in Alphabetical Order

**South Weber City Public Works Site: Retention Basin Relocation & Fencing**

Bid Opening: December 16, 2021, 2:00 pm, Via Zoom

SECTION B: FENCING (Option 1)			ENGINEER'S ESTIMATE		3XL Inc.		Acme Construction Inc.		Allied Underground Technology		BH Inc.		Forrester and Associates		Geneva Rock Products		Post Construction Company	
Item	Description	Qty Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1a	Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 1,125.00	\$ 1,125.00	\$ 6,000.00	\$ 6,000.00	\$ 10,810.00	\$ 10,810.00	\$ 3,792.00	\$ 3,792.00			\$ 2,050.00	\$ 2,050.00	\$ 1,500.00	\$ 1,500.00
B2a	New non-engineered Verti-Crete precast concrete fence system (6' height)	1,040 lf	\$ 90.00	\$ 93,600.00	\$ 97.45	\$ 101,348.00	\$ 90.00	\$ 93,600.00	\$ 127.42	\$ 132,516.80	\$ 109.00	\$ 113,360.00			\$ 100.00	\$ 104,000.00	\$ 99.25	\$ 103,220.00
<b>TOTAL SECTION B (Option 1)</b>			<b>\$98,600.00</b>		<b>\$102,473.00</b>		<b>\$99,600.00</b>		<b>\$143,326.80</b>		<b>\$117,152.00</b>		<b>No Bid</b>		<b>\$106,050.00</b>		<b>\$104,720.00</b>	

SECTION B: FENCING (Option 2)			ENGINEER'S ESTIMATE		3XL Inc.		Acme Construction Inc.		Allied Underground Technology		BH Inc.		Forrester and Associates		Geneva Rock Products		Post Construction Company	
Item	Description	Qty Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1b	Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 11,110.00	\$ 11,110.00	\$ 3,792.00	\$ 3,792.00			\$ 2,050.00	\$ 2,050.00	\$ 1,500.00	\$ 1,500.00
B2b	New non-engineered Verti-Crete precast concrete fence system (8' height)	1,040 lf	\$ 120.00	\$ 124,800.00	\$ 138.46	\$ 143,998.40	\$ 135.00	\$ 140,400.00	\$ 165.87	\$ 172,504.80	\$ 158.00	\$ 164,320.00			\$ 144.00	\$ 149,760.00	\$ 141.50	\$ 147,160.00
<b>TOTAL SECTION B (Option 2)</b>			<b>\$129,800.00</b>		<b>\$145,498.40</b>		<b>\$146,400.00</b>		<b>\$183,614.80</b>		<b>\$168,112.00</b>		<b>No Bid</b>		<b>\$151,810.00</b>		<b>\$148,660.00</b>	

SECTION B: FENCING (Option 3)			ENGINEER'S ESTIMATE		3XL Inc.		Acme Construction Inc.		Allied Underground Technology		BH Inc.		Forrester and Associates		Geneva Rock Products		Post Construction Company	
Item	Description	Qty Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1c	Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 13,810.00	\$ 13,810.00	\$ 3,792.00	\$ 3,792.00	\$ 8,500.00	\$ 8,500.00	\$ 6,100.00	\$ 6,100.00		
B2c	New Harper Precast concrete fence system (6' height)	1,040 lf	\$ 90.00	\$ 93,600.00	\$ 105.80	\$ 110,032.00	\$ 98.00	\$ 101,920.00	\$ 137.75	\$ 143,260.00	\$ 126.00	\$ 131,040.00	\$ 115.38	\$ 119,995.20	\$ 118.00	\$ 122,720.00		
<b>TOTAL SECTION B (Option 3)</b>			<b>\$98,600.00</b>		<b>\$115,032.00</b>		<b>\$107,920.00</b>		<b>\$157,070.00</b>		<b>\$134,832.00</b>		<b>\$128,495.20</b>		<b>\$128,820.00</b>		<b>No Bid</b>	

SECTION B: FENCING (Option 4)			ENGINEER'S ESTIMATE		3XL Inc.		Acme Construction Inc.		Allied Underground Technology		BH Inc.		Forrester and Associates		Geneva Rock Products		Post Construction Company	
Item	Description	Qty Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1d	Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 14,060.00	\$ 14,060.00	\$ 3,792.00	\$ 3,792.00	\$ 8,500.00	\$ 8,500.00	\$ 6,100.00	\$ 6,100.00		
B2d	New Harper Precast concrete fence system (8' height)	1,040 lf	\$ 120.00	\$ 124,800.00	\$ 122.92	\$ 127,836.80	\$ 120.00	\$ 124,800.00	\$ 152.84	\$ 158,953.60	\$ 145.00	\$ 150,800.00	\$ 134.62	\$ 140,004.80	\$ 138.00	\$ 143,520.00		
<b>TOTAL SECTION B (Option 4)</b>			<b>\$129,800.00</b>		<b>\$132,836.80</b>		<b>\$130,800.00</b>		<b>\$173,013.60</b>		<b>\$154,592.00</b>		<b>\$148,504.80</b>		<b>\$149,620.00</b>		<b>No Bid</b>	

SECTION B: FENCING (Option 5)			ENGINEER'S ESTIMATE		3XL Inc.		Acme Construction Inc.		Allied Underground Technology		BH Inc.		Forrester and Associates		Geneva Rock Products		Post Construction Company	
Item	Description	Qty Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1e	Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00			\$ 6,000.00	\$ 6,000.00										
B2e	New StoneTree concrete fence system (6' height)	1,040 lf	\$ 90.00	\$ 93,600.00			\$ 135.00	\$ 140,400.00										
<b>TOTAL SECTION B (Option 5)</b>			<b>\$98,600.00</b>		<b>No Bid</b>		<b>\$146,400.00</b>		<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>	

SECTION B: FENCING (Option 6)			ENGINEER'S ESTIMATE		3XL Inc.		Acme Construction Inc.		Allied Underground Technology		BH Inc.		Forrester and Associates		Geneva Rock Products		Post Construction Company	
Item	Description	Qty Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1f	Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00			\$ 6,000.00	\$ 6,000.00										
B2f	New StoneTree concrete fence system (8' height)	1,040 lf	\$ 120.00	\$ 124,800.00			\$ 165.00	\$ 171,600.00										
<b>TOTAL SECTION B (Option 6)</b>			<b>\$129,800.00</b>		<b>No Bid</b>		<b>\$177,600.00</b>		<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>	

SECTION B: FENCING (Option 7)			ENGINEER'S ESTIMATE		3XL Inc.		Acme Construction Inc.		Allied Underground Technology		BH Inc.		Forrester and Associates		Geneva Rock Products		Post Construction Company	
Item	Description	Qty Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1g	Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 6,000.00	\$ 6,000.00	\$ 10,810.00	\$ 10,810.00					\$ 2,050.00	\$ 2,050.00	\$ 2,500.00	\$ 2,500.00
B2g	New RhinoRock concrete fence system (6' height)	1,040 lf	\$ 60.00	\$ 62,400.00	\$ 92.67	\$ 96,376.80	\$ 128.00	\$ 133,120.00	\$ 127.22	\$ 132,308.80					\$ 98.50	\$ 102,440.00	\$ 162.75	\$ 169,260.00
<b>TOTAL SECTION B (Option 7)</b>			<b>\$67,400.00</b>		<b>\$97,576.80</b>		<b>\$139,120.00</b>		<b>\$143,118.80</b>		<b>No Bid</b>		<b>No Bid</b>		<b>\$104,490.00</b>		<b>\$171,760.00</b>	

**BID TABULATION**

\*Section A Shown by Lowest Bidder \*\*Section B Shown in Alphabetical Order

**South Weber City Public Works Site: Retention Basin Relocation & Fencing**

Bid Opening: December 16, 2021, 2:00 pm, Via Zoom

SECTION B: FENCING (Option 8)				ENGINEER'S ESTIMATE		3XL Inc.		Acme Construction Inc.		Allied Underground Technology		BH Inc.		Forrester and Associates		Geneva Rock Products		Post Construction Company	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1h	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 10,810.00	\$ 10,810.00	\$ 3,792.00	\$ 3,792.00			\$ 2,050.00	\$ 2,050.00	\$ 1,500.00	\$ 1,500.00
B2h	New Simtek Ecostone fence system (6' height)	1,040	lf	\$ 40.00	\$ 41,600.00	\$ 102.85	\$ 106,964.00	\$ 85.00	\$ 88,400.00	\$ 124.78	\$ 129,771.20	\$ 106.00	\$ 110,240.00			\$ 97.00	\$ 100,880.00	\$ 96.75	\$ 100,620.00
<b>TOTAL SECTION B (Option 8)</b>				<b>\$46,600.00</b>		<b>\$108,464.00</b>		<b>\$94,400.00</b>		<b>\$140,581.20</b>		<b>\$114,032.00</b>		<b>No Bid</b>		<b>\$102,930.00</b>		<b>\$102,120.00</b>	

SECTION B: FENCING (Option 9)				ENGINEER'S ESTIMATE		3XL Inc.		Acme Construction Inc.		Allied Underground Technology		BH Inc.		Forrester and Associates		Geneva Rock Products		Post Construction Company	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B1i	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 11,160.00	\$ 11,160.00	\$ 3,792.00	\$ 3,792.00			\$ 2,050.00	\$ 2,050.00	\$ 1,500.00	\$ 1,500.00
B2i	New Simtek Ecostone fence system (8' height)	1,040	lf	\$ 50.00	\$ 52,000.00	\$ 108.85	\$ 113,204.00	\$ 118.00	\$ 122,720.00	\$ 157.10	\$ 163,384.00	\$ 147.00	\$ 152,880.00			\$ 134.00	\$ 139,360.00	\$ 131.75	\$ 137,020.00
<b>TOTAL SECTION B (Option 9)</b>				<b>\$57,000.00</b>		<b>\$114,704.00</b>		<b>\$128,720.00</b>		<b>\$174,544.00</b>		<b>\$156,672.00</b>		<b>No Bid</b>		<b>\$141,410.00</b>		<b>\$138,520.00</b>	

Project Engineer: *Brandon K Jones* Date: 12/16/2021

**RESOLUTION 22-04**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING CONTRACT FOR RETENTION BASIN RELOCATION AND FENCING FOR THE NEW PUBLIC WORKS LOCATION**

**WHEREAS**, the land purchase agreement for parcel 133580002 included the necessity to construct a stormwater detention basin and fence along the property boundary within six months of closing; and

**WHEREAS**, a call for bids was advertised November 12<sup>th</sup> and 18<sup>th</sup> with bids opened December 16<sup>th</sup>; and

**WHEREAS**, City Engineer Brandon Jones tabulated bids and recommends 3XL Construction Inc be awarded for both the basin relocation and the fencing section for a total bid amount of \$138,350.00; and

**WHEREAS**, Council has reviewed the bid tabulation and agrees with the recommendation;

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

**Section 1. Award:** The basin relocation and fencing contract for the public works property is hereby awarded to 3XL Construction Inc in the amount of \$ 138,350.00.

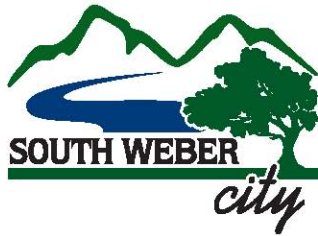
**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 11<sup>th</sup> day of January 2022.

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

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest: Lisa Smith, Recorder**



## Agenda Item Introduction

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**Council Meeting Date:** 1-11-22

**Name:** David Larson

**Agenda Item:** Architect Design Services for Public Works Facility Project

**Recommendation:** Staff recommends selecting CRSA as the architect for the public works facility project

**Background:** Per the South Weber City procurement policy, the City recently published a request for statements of qualifications (RFQ) for architectural design services for the public works facility project to complete a program needs assessment and obtain a preliminary design that could inform the Council on establishing a budget for the project.

RFQ responses were received from 8 qualified firms. Elected officials from the Municipal Utilities Committee (Mayor Jo Sjoblom, Wayne Winsor, and Blair Halverson) provided some general direction on the evaluation process and then staff members David Larson, Mark Larsen, Brandon Jones, Mark McRae, and Trevor Cahoon proceeded as the evaluation committee.

Upon evaluation, 4 firms were selected for in-person interviews: Blalock and Partners, CRSA, JRCA, and Think Architecture. Each firm provided a brief presentation and then answered questions from the evaluation committee. Based on the statements of qualification, interviews, and reference check phone calls, staff recommends proceeding with CRSA. All 4 firms would have done the job South Weber needs. However, CRSA was a unanimous selection from all members of the committee.

CRSA has been designing throughout the western mountain region since 1975. The specific project team assigned to this project has completed projects for municipalities throughout Utah, including but not limited to Kaysville, West

Bountiful, Davis County, North Logan, Moab, American Fork, and Springville. The committee was pleased with their approach to evaluating the City's needs and designing a facility to meet those needs with budget-conscious decisions throughout. They also showed a clear understanding of the balance between relying on their project experience and evaluating the specific needs of South Weber City. Staff is confident they can walk the City through the design process in a way that involves the right stakeholders, establishes a project budget, and facilitates the needs of the community for years to come.

**Summary:** Select an architectural design services firm for the public works facility project and task staff with finalizing the contract

**SAMPLE MOTION LANGUAGE**

**Approve** – Move to approve Resolution 22-05, selecting CRSA as the architect for the Public Works Facility preliminary design and tasking staff with negotiating a contract

**Approve with amendments** – Move to approve Resolution 22-05 selecting CRSA as the architect for the Public Works Facility preliminary design, with the following amendments:

- *List amendments*

**Deny** – Move to deny Resolution 22-05.

**RESOLUTION 22-05**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
AWARDING AN ARCHITECT FOR PRELIMINARY DESIGN  
OF THE PUBLIC WORKS BUILDING**

**WHEREAS**, land was purchased in 2021 to build a public works facility; and

**WHEREAS**, the building design is the next step in the process to determine the budget needed for actual construction; and

**WHEREAS**, request for qualification (RFQ) were advertised and eight responses were received and reviewed by the Municipal Utilities Committee; and

**WHEREAS**, four firms were interviewed by an Evaluation Committee consisting of Trevor Cahoon, Mark Larson, Mark McRae, Brandon Jones, and David Larson; and

**WHEREAS**, the Committee felt all four firms were qualified but they unanimously selected CRSA as the best choice for this project;

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

**Section 1. Award** The program needs assessment and preliminary design for the public works building will be completed by CRSA.

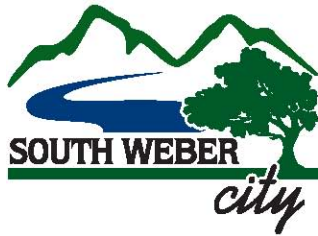
**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 11<sup>th</sup> day of January 2022.

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

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest: Lisa Smith, Recorder**



## Agenda Item Introduction

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**Council Meeting Date:** 1-11-22

**Name:** David Larson

**Agenda Item:** Connex Franchise Agreement

**Recommendation:** Staff recommends approval

**Background:** After extensive research by the Municipal Utilities Committee and City Council work sessions on September 21 and October 5, 2021, the City Council unanimously agreed in a meeting on October 26, 2021 to have City staff work on drafting a franchise agreement with Connex to bring a Fiber to the Premises (FTTP) solution to South Weber City. Attached is the agreement for Council's consideration.

**Summary:** Consider entering into a franchise agreement with Connex for FTTP

**Attachments:** RES 22-06, Franchise Agreement

### SAMPLE MOTION LANGUAGE

**Approve** – Move to approve Resolution 22-06, entering into a franchise agreement with Connex.

**Approve with amendments** – Move to approve Resolution 22-06, entering into a franchise agreement with Connex, with the following amendments:

- *List amendments*

**Deny** – Move to deny Resolution 22-06.



**RESOLUTION 22-06**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPROVING THE CONNEXT FRANCHISE AGREEMENT**

**WHEREAS**, Council solicited Requests for Information (RFI) for fiber to the premises (FTTP); and received six replies; and

**WHEREAS**, three companies offering a subscription model were invited to make presentations to the Council in October; and

**WHEREAS**, Council deliberated in a public meeting October 26, 2021 and chose to pursue Connex; and

**WHEREAS**, staff worked diligently to draft a franchise agreement presented to Council, and

**WHEREAS**, Council has thoroughly reviewed the agreement and agree to the conditions outlined;

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

**Section 1. Approval:** The franchise agreement with Connex is hereby approved as attached herein as 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 11<sup>th</sup> day of 2022.

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

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**Rod Westbroek, Mayor**

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**Attest:** Lisa Smith, Recorder

# **EXHIBIT 1**

# **CONNEX FRANCHISE AGREEMENT**

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the South Weber City, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, and Connex Networks LLC (hereinafter “FRANCHISEE”), a Limited Liability Company with its principal offices at 2655 G Avenue, Ogden, Utah 84401.

### WITNESSETH:

WHEREAS, the FRANCHISEE desires to provide telecommunications services (hereinafter “System”) within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and,

WHEREAS, the CITY has enacted Title 7, Chapter 6 of the City Code (hereinafter “ROW Ordinance”) which governs the application and review process for telecommunication franchises in the CITY; and,

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the FRANCHISEE agree as follows:

### **ARTICLE 1. FRANCHISE AGREEMENT AND ROW ORDINANCE.**

**1.1 Agreement.** Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

**1.2 Ordinance.** The CITY has adopted the Telecommunications Rights of Way (ROW) Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. The FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the ROW Ordinance. The parties agree that the provisions and requirements of the ROW Ordinance are material terms of this Agreement, and that each party hereby agrees to comply with the terms of the ROW Ordinance. The definitions in the ROW Ordinance shall apply herein unless a different meaning is indicated.

**1.3 Ordinance Amendments.** The CITY reserves the right to amend the ROW Ordinance at any time. The CITY shall give the FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the FRANCHISEE's rights and obligations under the ROW Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the FRANCHISEE agrees to comply with any such amendments.

**1.4 Franchise Description.** The Agreement provided hereby shall confer upon the FRANCHISEE a nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public municipal Rights-of-Way in the City. The Agreement does not grant to the FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the FRANCHISEE's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

**1.5 Licenses.** The FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the ROW Ordinance.

**1.6 Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

## ARTICLE 2. FRANCHISE FEE.

**2.1 Franchise Fee.** For the Franchise granted herein, the FRANCHISEE shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410). All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission  
210 North 1950 West  
Salt Lake City, Utah 84134

**2.2 Equal Treatment.** CITY agrees, within the guidelines of then-existing Utah law, to impose and collect from any third-party competitor of FRANCHISEE a fee similar to that stated in this Agreement or will otherwise contract in such a way so as not to provide any unfair benefit to such future competitor.

### ARTICLE 3. TERM AND RENEWAL.

3.1 **Term and Renewal.** The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the FRANCHISEE upon the same terms and conditions as contained in this Agreement (plus any amendments to the ROW Ordinance, to this Agreement and/or any other applicable law) for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of the FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the then existing franchise term.

3.2 **Rights Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the FRANCHISEE and the CITY, or by revocation or forfeiture, and barring any sale by the FRANCHISEE to a third party (which requires assumption of this Agreement by such third party as well as CITY approval, which approval shall not be unreasonably withheld) the FRANCHISEE shall abandon its System within the CITY and at the CITY's request, unless some other arrangement is made with the CITY, remove from the Rights-of-Way any and all of FRANCHISEE'S System which exists above ground. In such event, it shall be the duty of the FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. Notwithstanding anything to the contrary set forth in this Agreement, FRANCHISEE may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way.

### ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and the FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

### ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** The FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the ROW Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided, that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the ROW Ordinance, and the City’s Excavation Permit Ordinance. For the FRANCHISEE, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the ROW Ordinance, and the CITY’s Excavation Permit Ordinance.

**ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.**

6.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure; or,

(b) The FRANCHISEE, by act or omission, violates a material duty herein set forth in any particular within the FRANCHISEE’s control, and with respect to which full redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the FRANCHISEE notice of such determination, the FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the FRANCHISEE; or,

(c) The FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the FRANCHISEE within sixty (60) days.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event the FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the FRANCHISEE, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

## ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the ROW Ordinance, all notices from the FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 1600 East South Weber Drive, South Weber, Utah 84405, or such other officer and address as the CITY may designate by written notice to the FRANCHISEE.

7.2 **FRANCHISEE Designee and Address.** The FRANCHISEE's designated agent, officer or representative or designee(s) shall serve as the FRANCHISEE's representative regarding administration of this Agreement. Unless otherwise specified herein or in the ROW Ordinance, all notices from the CITY to the FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's headquarter offices at 2655 G Avenue, Ogden, Utah 84401, and such other office as the FRANCHISEE may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

## ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, the FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the

FRANCHISEE is effectively self-insured if the FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

**8.2 Indemnification.** The FRANCHISEE agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the FRANCHISEE to assume the defense of such with counsel of the FRANCHISEE's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

## ARTICLE 9. INSTALLATION

**9.1 Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other FRANCHISEEs or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY is under no obligation to postpone these other installations, repairs or maintenance of facilities if the FRANCHISEE is not able to meet the CITY's schedule.

**9.2 Underground Installation.** Notwithstanding the provisions of Article 1.3 and 1.4 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances including the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated FRANCHISEEs in the same location are required to do so.



## ARTICLE 10. CONSTRUCTION AND TECHNICAL REQUIREMENTS

10.1 **Acknowledgement of Franchisee Obligations under ROW Ordinance.** The Franchisee acknowledges and agrees to follow the construction and technical requirements contained at section 7-6-6 of the City's ROW Ordinance, as amended, which section requires, among other things, that Franchisee move or relocate its system at its sole expense according to the circumstances and notice provisions outlined therein.

## ARTICLE 11. GENERAL PROVISIONS

11.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

11.3 **Time of Essence.** Time shall be of the essence of this Agreement.

11.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 **Additional Agreements.** All parties are not precluded from entering into other legal agreements pertaining to the telecommunications systems noted within this agreement.

11.8 **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_, 2022

“CITY”  
SOUTH WEBER CITY

By: \_\_\_\_\_  
David Larson, City Manager

ATTEST:

\_\_\_\_\_  
Lisa Smith, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Jayme Blakesley, City Attorney

“FRANCHISEE”

Connex Networks LLC, a Utah Limited Liability Company

By: \_\_\_\_\_  
David Brown, Chief Executive Officer

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2022 personally appeared before me David Brown, who being by me duly sworn did say that he is the Chief Executive Officer of Connex Networks LLC, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors and/or its company documents; and he acknowledged to me that said company executed the same.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

-ATTACHMENT "A"-

**TITLE 7, CHAPER 6 – TELECOMMUNICATIONS RIGHTS-OF-WAY – OF SOUTH WEBER CITY CODE**

CHAPTER 6  
TELECOMMUNICATIONS RIGHTS-OF-WAY  
SECTION:

- 7-6-1: Declaration Of Intent; Scope
- 7-6-2: Definitions
- 7-6-3: Franchise Required
- 7-6-4: Compensation And Other Payments
- 7-6-5: Franchise Applications
- 7-6-6: Construction And Technical Requirements
- 7-6-7: Franchise And License Nontransferable
- 7-6-8: Oversight And Regulation
- 7-6-9: Rights Of City
- 7-6-10: Obligation To Notify
- 7-6-11: General Provisions
- 7-6-12: Federal, State And City Jurisdiction

7-6-1: DECLARATION OF INTENT; SCOPE:

A. Power To Manage Rights-Of-Way: The City adopts this Chapter pursuant to its power to manage the rights-of-way, pursuant to common law, the Utah constitution and statutory authority, and receive fair and reasonable compensation for the use of rights-of-way by providers as expressly set forth by section 253 of the Act 1 .

B. Scope Of Ordinance: This Chapter shall provide the basic local scheme for providers of telecommunications services and systems that require the use of the rights-of-way, including providers of both the system and service, those providers of the system only, and those providers who do not build the system but who only provide services. This Chapter shall apply to all future providers and to all providers in the City prior to the effective date of this Chapter, whether operating with or without a franchise as set forth in subsection 7-6-12B of this Chapter.

C. Excluded Activity:

1. Wireless Services: This Chapter shall not apply to personal wireless service facilities.
2. Provisions Applicable To Excluded Providers: Providers excused by other law that prohibits the City from requiring a franchise shall not be required to obtain a franchise, but all of the requirements imposed by this Chapter through the exercise of the City's police power and not preempted by other law shall be applicable. (Ord. 98-3, 2-10-1998)

Notes

- 1 1. Telecommunications Act of 1996, P.L. No. 104-104.

## 7-6-2: DEFINITIONS:

For purposes of this Chapter, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, words in the plural number include the singular. The word "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

**APPLICATION:** The process by which a provider submits a request and indicates a desire to be granted a franchise to utilize the rights-of-way of all, or a part, of the City. An application includes all written documentation, verbal statements and representations, in whatever form or forum, made by a provider to the City concerning: the construction of a telecommunications system over, under, on or through the rights-of-way; the telecommunications services proposed to be provided in the City by a provider; and any other matter pertaining to a proposed system or service.

**CITY:** South Weber City, Utah.

**COMPLETION DATE:** The date that a provider begins providing services to customers in the City.

**CONSTRUCTION COSTS:** All costs of constructing a system, including make ready costs, other than engineering fees, attorney or accountant fees, or other consulting fees.

**CONTROL OR CONTROLLING INTEREST:** Actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the system or of a provider. A rebuttable presumption of the existence of control or a controlling interest shall arise from the beneficial ownership, directly or indirectly, by any person, or group of persons acting in concert, of more than twenty five percent (25%) of any provider (which person or group of persons is hereinafter referred to as "controlling person"). "Control" or "controlling interest" as used herein may be held simultaneously by more than one person or group of persons.

**FCC:** The Federal Communications Commission, or any successor thereto.

**FRANCHISE:** The rights and obligation extended by the City to a provider to own, lease, construct, maintain, use or operate a system in the rights-of-way within the boundaries of the City. Any such authorization, in whatever form granted, shall not mean or include: a) any other permit or authorization required for the privilege of transacting and carrying on a business within the City required by the ordinances and laws of the City; b) any other permit, agreement or authorization required in connection with operations on rights-of-way or public property including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the City or a private entity, or for excavating or performing other work in or along the rights-of-way.

**FRANCHISE AGREEMENT:** A contract entered into in accordance with the provisions of this Chapter between the City and a franchisee that sets forth, subject to this Chapter, the terms and conditions under which a franchise will be exercised.

**GROSS REVENUE:** Includes all revenues of a provider that may be included as gross revenue within the meaning of title 11, chapter 26, Utah Code Annotated, 1953, as amended.

**INFRASTRUCTURE PROVIDER:** A person providing to another, for the purpose of providing telecommunication services to customers, all or part of the necessary system which uses the rights-of-way.

**OPEN VIDEO SERVICE:** Any video programming services provided to any person through the use of rights-of-way, by a provider that is certified by the FCC to operate an open video system pursuant to sections 651 et seq., of the Telecommunications Act (to be codified at 47 USC title VI, part V), regardless of the system used.

**OPEN VIDEO SYSTEM:** The system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing open video services to or from subscribers or locations within the City.

**OPERATOR:** Any person who provides service over a telecommunications system and directly or through one or more persons owns a controlling interest in such system, or who otherwise controls or is responsible for the operation of such a system.

**ORDINANCE OR TELECOMMUNICATIONS ORDINANCE:** This Telecommunications Chapter concerning the granting of franchises in and by the City for the construction, ownership, operation, use or maintenance of a telecommunications system.

**PSC:** The Public Service Commission, or any successor thereto.

**PERSON:** Includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but not the City.

**PERSONAL WIRELESS SERVICES FACILITIES:** Has the same meaning as provided in section 704 of the Act (47 USC 332(c)(7)(c)), which includes what is commonly known as cellular and PCS services that do not install any system or portion of a system in the rights-of-way.

**PROVIDER:** An operator, infrastructure provider, resaler, or system lessee.

**RESALER:** Refers to any person that provides local exchange service over a system for which a separate charge is made, where that person does not own or lease the underlying system used for the transmission.

**RIGHTS-OF-WAY:** The surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the City.

**SIGNAL:** Any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information in either analog or digital format.

**SYSTEM LESSEE:** Refers to any person that leases a system or a specific portion of a system to provide services.

**TELECOMMUNICATIONS:** The transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information sent and received.

**TELECOMMUNICATIONS SERVICE(S) OR SERVICES:** Any telecommunications services provided by a provider within the City that the provider is authorized to provide under Federal, State and local law, and any equipment and/or facilities required for and integrated with the services provided within the City, except that these terms do not include cable service as defined in the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 (47 USC section 521, et seq.), and the Telecommunications Act of 1996.

**TELECOMMUNICATIONS SYSTEM OR SYSTEM:** All conduits, manholes, poles, antennas, transceivers, amplifiers and all other electronic devices, equipment, wire and appurtenances owned, leased, or used by a provider, located in the rights-of-way and utilized in the provision of services, including fully digital or analog, voice, data and video imaging and other enhanced telecommunications services. Telecommunications system or systems also includes an open video system.

**WIRE:** Fiber optic telecommunications cable, wire, coaxial cable, or other transmission medium that may be used in lieu thereof for similar purposes. (Ord. 98-3, 2-10-1998)

#### 7-6-3: FRANCHISE REQUIRED:

A. **Nonexclusive Franchise:** The City is empowered and authorized to issue nonexclusive franchises governing the installation, construction, and maintenance of systems in the City's rights-of-way, in accordance with the provisions of this Chapter. The franchise is granted through a franchise agreement entered into between the City and provider.

B. **Every Provider Must Obtain:** Except to the extent preempted by Federal or State law, as ultimately interpreted by a court of competent jurisdiction, including any appeals, every provider must obtain a franchise prior to constructing a telecommunications system or providing telecommunications services using the rights-of-way, and every provider must obtain a franchise before constructing an open video system or providing open video services via an open video system. Any open video system or service shall be subject to the customer service and consumer protection provisions applicable to the cable TV companies to the extent the City is not preempted or permitted as ultimately interpreted by a court of competent jurisdiction, including any appeals. The fact that particular telecommunications systems may be used for multiple purposes does not obviate the need to obtain a franchise for other purposes. By way of illustration and not limitation, a cable operator of a cable system must obtain a cable franchise, and, should it intend to provide telecommunications services over the same system, must also obtain a telecommunications franchise.

C. **Nature Of Grant:** A franchise shall not convey title, equitable or legal, in the rights-of-way. A franchise is only the right to occupy rights-of-way on a nonexclusive basis for the limited purposes and for the limited period stated in the franchise; the right may not be subdivided, assigned, or subleased. A franchise does not excuse a provider from obtaining appropriate access or pole attachment agreements before collocating its system on the property of others, including the City's property. This Section shall not be construed to prohibit a provider from leasing conduit to another provider, so long as the lessee has obtained a franchise.

D. **Current Providers:** Except to the extent exempted by Federal or State law, any provider acting without a franchise on the effective date of this Chapter shall request issuance of a franchise from the City within ninety (90) days of the effective date of this Chapter. If such request is made, the provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a franchise is not granted, the provider shall comply with the provisions of subsection 7-6-9D of this Chapter.

E. **Nature Of Franchise:** The franchise granted by the City under the provisions of this Chapter shall be a nonexclusive franchise providing the right and consent to install, repair, maintain, remove and replace its system on, over and under the rights-of-way in order to provide services.

F. Regulatory Approval Needed: Before offering or providing any services pursuant to the franchise, a provider shall obtain any and all regulatory approvals, permits, authorizations or licenses for the offering or provision of such services from the appropriate Federal, State and local authorities, if required, and shall submit to the City upon the written request of the City evidence of all such approvals, permits, authorizations or licenses.

G. Term: No franchise issued pursuant to this Chapter shall have a term of less than five (5) years, or greater than fifteen (15) years. Each franchise shall be granted in a nondiscriminatory manner. (Ord. 98-3, 2-10-1998)

#### 7-6-4: COMPENSATION AND OTHER PAYMENTS:

A. Compensation: As fair and reasonable compensation for any franchise granted pursuant to this Chapter, a provider shall have the following obligations:

1. Application Fee: In order to offset the cost to the City to review an application for a franchise and in addition to all other fees, permits or charges, a provider shall pay to the City, at the time of application, five hundred dollars (\$500.00) as a nonrefundable application fee.

2. Franchise Fees: The franchise fee, if any, shall be set forth in the franchise agreement. The obligation to pay a franchise fee shall commence on the completion date. The franchise fee is offset by any business license fee or business license tax enacted by the City.

3. Excavation Permits: The provider shall also pay fees required for an excavation permit as provided in Section 7-3-1 of this Title.

B. Timing: Unless otherwise agreed to in the franchise agreement, all franchise fees shall be paid on a monthly basis within forty five (45) days of the close of each calendar month.

C. Fee Statement And Certification: Unless a franchise agreement provides otherwise, each fee payment shall be accompanied by a statement showing the manner in which the fee was calculated and shall be certified as to its accuracy.

D. Future Costs: A provider shall pay to the City or to third parties, at the direction of the City, an amount equal to the reasonable costs and reasonable expenses that the City incurs for the services of third parties (including, but not limited to, attorneys and other consultants) in connection with any renewal or provider-initiated renegotiation, or amendment of this Chapter or a franchise; provided, however, that the parties shall agree upon a reasonable financial cap at the outset of negotiations. In the event the parties are unable to agree, either party may submit the issue to binding arbitration in accordance with the rules and procedures of the American Arbitration Association.

E. Taxes And Assessments: To the extent taxes or other assessments are imposed by taxing authorities, other than the City on the use of the City property as a result of a provider's use or occupation of the rights-of-way, the provider shall be responsible for payment of its pro rata share of such taxes, payable annually unless otherwise required by the taxing authority. Such payments shall be in addition to any other fees payable pursuant to this Chapter.

F. Interest On Late Payments: In the event that any payment is not actually received by the City on or before the applicable date fixed in the franchise, interest thereon shall accrue from such date until received at the rate charged for delinquent State taxes.

G. No Accord And Satisfaction: No acceptance by the City of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such fee payment be construed as a release of any claim the City may have for additional sums payable.



H. Not In Lieu Of Other Taxes Or Fees: The fee payment is not a payment in lieu of any tax, fee or other assessment except as specifically provided in this Chapter, or as required by applicable law. By way of example, and not limitation, excavation permit fees and fees to obtain space on the City- owned poles are not waived and remain applicable.

I. Continuing Obligation And Holdover: In the event a provider continues to operate all or any part of the system after the term of the franchise, such operator shall continue to comply with all applicable provisions of this Chapter and the franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the City as a result of such continued operation after the term, including, but not limited to, damages and restitution.

J. Costs Of Publication: A provider shall assume any publication costs associated with its franchise that may be required by law. (Ord. 98-3, 2-10-1998)

#### 7-6-5: FRANCHISE APPLICATIONS:

A. Franchise Application: To obtain a franchise to construct, own, maintain or provide services through any system within the City, to obtain a renewal of a franchise granted pursuant to this Chapter, or to obtain the City approval of a transfer of a franchise, as provided in subsection 7-6-7A2 of this Chapter, granted pursuant to this Chapter, an application must be filed with City on the form attached to Ordinance 98-3 as Exhibit A, which is hereby incorporated by reference. The application form may be changed by the Mayor, so long as such changes request information that is consistent with this Chapter. Such application form, as amended, is incorporated by reference.

B. Application Criteria: In making a determination as to an application filed pursuant to this Chapter, the City may, but shall not be limited to, request the following from the provider:

1. A copy of the order from the PSC granting a certificate of convenience and necessity;
2. Certification of the provider's financial ability to compensate the City for provider's intrusion, maintenance and use of the rights-of-way during the franchise term proposed by the provider;
3. Provider's agreement to comply with the requirements of Section 7-6-6 of this Chapter.

C. Franchise Determination: The City, in its discretion, shall determine the award of any franchise on the basis of these and other considerations relevant to the use of the rights-of-way, without competitive bidding. (Ord. 98-3, 2-10-1998)

#### 7-6-6: CONSTRUCTION AND TECHNICAL REQUIREMENTS:

A. General Requirement: No provider shall receive a franchise unless it agrees to comply with each of the terms set forth in this Section governing construction and technical requirements for its system, in addition to any other reasonable requirements or procedures specified by the City or the franchise, including requirements regarding locating and sharing in the cost of locating portions of the system with other systems or with City utilities. A provider shall obtain an excavation permit, pursuant to the Excavation Ordinance, before commencing any work in the rights-of-way.

B. Quality: All work involved in the construction, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner using materials of good

and durable quality. If, at any time, it is determined by the FCC or any other agency granted authority by Federal law, or the FCC to make such determination, that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the public health, safety or welfare, or quality of service or reliability, then a provider shall, at its own cost and expense, promptly correct all such conditions.

C. Licenses And Permits: A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the system, including, but not limited to, any necessary approvals from persons and/or the City to use private property, easements, poles and conduits. A provider shall obtain any required permit, license, approval or authorization, including, but not limited to, excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval or authorization is required.

D. Relocation Of The System:

1. New Grades Or Lines: If the grades or lines of any rights- of-way are changed at any time in a manner affecting the system, then a provider shall comply with the requirements of the Excavation Ordinance.

2. The City Authority To Move System In Case Of An Emergency: The City may, at any time, in case of fire, disaster or other emergency, as determined by the City in its reasonable discretion, cut or move any parts of the system and appurtenances on, over or under the rights-of-way of the City, in which event the City shall not be liable therefor to a provider. The City shall notify a provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this Section. Notice shall be given as provided in subsection 7-6-11D of this Chapter.

3. A Provider Required To Temporarily Move System For Third Party: A provider shall, upon prior reasonable written notice by the City or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A provider may impose a reasonable charge on any person other than the City for any such movement of its systems.

4. Rights-Of-Way Change; Obligation To Move System: When the City is changing a rights-of-way and makes a written request, a provider is required to move or remove its system from the rights-of-way, without cost to the City, to the extent provided in the Excavation Ordinance. This obligation does not apply to systems originally located on private property pursuant to a private easement, which property was later incorporated into the rights-of-way, if that private easement grants a superior vested right. This obligation exists whether or not the provider has obtained an excavation permit.

E. Protect Structures: In connection with the construction, maintenance, repair, upgrade or removal of the system, a provider shall, at its own cost and expense, protect any and all existing structures belonging to the City. A provider shall obtain the prior written consent of the City to alter any water main, power facility, sewerage or drainage system, or any other Municipal structure on, over or under the rights- of-way of the City required because of the presence of the system. Any such alteration shall be made by the City or its designee on a reimbursable basis. A provider agrees that it shall be liable for the costs incurred by the City to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the City, any Municipal structure or any other rights-of-way of the City involved in the construction,

maintenance, repair, upgrade or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a provider pursuant to the franchise.

F. No Obstruction: In connection with the construction, maintenance, upgrade, repair or removal of the system, a provider shall not unreasonably obstruct the rights-of-way of fixed guide way systems, railways, passenger travel, or other traffic to, from or within the City without the prior consent of the appropriate authorities.

G. Safety Precautions: A provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A provider shall comply with all applicable Federal, State and local requirements including, but not limited to, the National Electrical Safety Code.

H. Repair: After written reasonable notice to the provider, unless, in the sole determination of the City, an imminent danger exists, any rights-of-way within the City which are disturbed or damaged during the construction, maintenance or reconstruction by a provider of its system may be repaired by the City at the provider's expense, to a condition as good as that prevailing before such work was commenced. Upon doing so, the City shall submit to such a provider an itemized statement of the cost for repairing and restoring the rights-of-way intruded upon. The provider shall, within thirty (30) days after receipt of the statement, pay to the City the entire amount thereof.

I. System Maintenance: A provider shall:

1. Install and maintain all parts of its system in a nondangerous condition throughout the entire period of its franchise.

2. Install and maintain its system in accordance with standard prudent engineering practices and shall conform, when applicable, with the National Electrical Safety Code and all other applicable Federal, State and local laws or regulations.

3. At all reasonable times, permit examination by any duly authorized representative of the City of the system and its effect on the rights-of-way.

J. Trimming Of Trees: A provider shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over rights-of-way so as to prevent the branches of such trees from coming in contact with its system. (Ord. 98-3, 2-10-1998)

#### 7-6-7: FRANCHISE AND LICENSE NONTRANSFERABLE:

A. Notification Of Sale:

1. Notification And Election: When a provider is the subject of a sale, transfer, lease, assignment, sublease or disposed of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, such that it or its successor entity is obligated to inform or seek the approval of the PSC, the provider or its successor entity shall promptly notify the City of the nature of the transaction. The notification shall include either:

a. The successor entity's certification that the successor entity unequivocally agrees to all of the terms of the original provider's franchise agreement; or

b. The successor entity's application in compliance with Section 7-6-5 of this Chapter.

2. Transfer Of Franchise: Upon receipt of a notification and certification in accordance with subsection A1a of this Section, the City designee, as provided in subsection 7-6-9A1 of this

Chapter, shall send notice affirming the transfer of the franchise to the successor entity. If the City has good cause to believe that the successor entity may not comply with this Chapter or the franchise agreement, it may require an application for the transfer. The application shall comply with Section 7-6-5 of this Chapter.

3. If PSC Approval No Longer Required: If the PSC no longer exists, or if its regulations or State law no longer require approval of transactions described in this subsection A, and the City has good cause to believe that the successor entity may not comply with this Chapter or the franchise agreement, it may require an application. The application shall comply with Section 7-6-5 of this Chapter.

B. Events Of Sale: The following events shall be deemed to be a sale, assignment or other transfer of the franchise requiring compliance with subsection A of this Section: 1) the sale, assignment or other transfer of all or a majority of a provider's assets to another person; 2) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in a provider by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in a provider; 3) the issuance of additional capital stock or partnership, membership or other equity interest by a provider so as to create a new controlling interest in such a provider; or 4) the entry by a provider into an agreement with respect to the management or operation of such provider or its system. (Ord. 98-3, 2-10-1998)

#### 7-6-8: OVERSIGHT AND REGULATION:

A. Insurance, Indemnity, And Security: Prior to the execution of a franchise, a provider will deposit with the City an irrevocable, unconditional letter of credit or surety bond as required by the terms of the franchise, and shall obtain and provide proof of the insurance coverage required by the franchise. A provider shall also indemnify the City as set forth in the franchise.

B. Oversight: The City shall have the right to oversee, regulate and inspect periodically the construction, maintenance, and upgrade of the system, and any part thereof, in accordance with the provisions of the franchise and applicable law. A provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable a provider to prove, in reasonable detail, to the satisfaction of the City at all times throughout the term, that a provider is in compliance with the franchise. A provider shall retain such records for not less than the applicable statute of limitations.

C. Maintain Records: A provider shall at all times maintain:

1. On file with the City, a full and complete set of plans, records and "as-built" hard copy maps and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the City's existing GIS system, of all existing and proposed installations and the types of equipment and systems installed or constructed in the rights-of-way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks which shall include annotations of all rights-of-way where work will be undertaken. As used herein, "as-built" maps includes "file construction prints". Maps shall be drawn to scale. "As-built" maps, including the compatible electronic format, as provided above, shall be submitted within thirty (30) days of completion of work or within thirty (30) days after completion of modification and repairs. "As-built" maps are not required of the provider who is the incumbent local exchange carrier for the existing system to the extent they do not exist.

2. Throughout the term of the franchise, a provider shall maintain complete and accurate books of account and records of the business, ownership, and operations of a provider with respect to the system in a manner that allows the City at all times to determine whether a provider is in compliance with the franchise. Should the City reasonably determine that the records are not being maintained in such a manner, a provider shall alter the manner in which the books and/or records are maintained so that a provider comes into compliance with this Section. All financial books and records which are maintained in accordance with the regulations of the FCC and any governmental entity that regulates utilities in the State, and generally accepted accounting principles shall be deemed to be acceptable under this Section.

D. Confidentiality: If the information required to be submitted is proprietary in nature or must be kept confidential by Federal, State or local law, upon proper request by a provider, such information shall be classified as a protected record within the meaning of the Utah Government Records Access and Management Act ("GRAMA"), making it available only to those who must have access to perform their duties on behalf of the City, provided that a provider notifies the City of, and clearly labels the information which a provider deems to be confidential, proprietary information. Such notification and labeling shall be the sole responsibility of the provider.

E. Provider's Expense: All reports and records required under this Chapter shall be furnished at the sole expense of a provider, except as otherwise provided in this Chapter or a franchise.

F. Right Of Inspection: For the purpose of verifying the correct amount of the franchise fee, the books and records of the provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the City at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records, provided that the City shall not audit the books and records of the provider more often than annually. The provider agrees to reimburse the City the reasonable costs of an audit if the audit discloses that the provider has paid ninety five percent (95%) or less of the compensation due the City for the period of such audit. In the event the accounting rendered to the City by the provider herein is found to be incorrect, then payment shall be made on the corrected amount within thirty (30) calendar days of written notice, it being agreed that the City may accept any amount offered by the provider, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect. (Ord. 98-3, 2-10-1998)

#### 7-6-9: RIGHTS OF CITY:

##### A. Enforcement And Remedies:

1. Enforcement; City Designee: The City is responsible for enforcing and administering this Chapter, and the City or its designee, as appointed by the Mayor, is authorized to give any notice required by law or under any franchise agreement.

2. Enforcement Provision: Any franchise granted pursuant to this Chapter shall contain appropriate provisions for enforcement, compensation, and protection of the public, consistent with the other provisions of this Chapter, including, but not limited to, defining events of default, procedures for accessing the Bond/Security Fund, and rights of termination or revocation.

B. Force Majeure: In the event a provider's performance of any of the terms, conditions or obligations required by this Chapter or a franchise is prevented by a cause or event not within a provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this Section, causes or events not within the control of a provider shall include, without limitation: acts of God; strikes;

sabotage; riots or civil disturbances; failure or loss of utilities; explosions; acts of public enemies; and natural disasters such as floods, earthquakes, landslides, and fires.

C. Extended Operation And Continuity Of Services:

1. Continuation After Expiration: Upon either expiration or revocation of a franchise granted pursuant to this Chapter, the City shall have discretion to permit a provider to continue to operate its system or provide services for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. A provider shall continue to operate its system under the terms and conditions of this Chapter and the franchise granted pursuant to this Chapter.

2. Continuation By Incumbent Local Exchange Carrier: If the provider is the incumbent local exchange carrier, it shall be permitted to continue to operate its system and provide services without regard to revocation or expiration, but shall be obligated to negotiate a renewal in good faith.

D. Removal Or Abandonment Of Franchise Property:

1. Abandoned System: In the event that: a) the use of any portion of the system is discontinued for a continuous period of twelve (12) months, and thirty (30) days after no response to written notice from the City to the last known address of provider; b) any system has been installed in the rights-of- way without complying with the requirements of this Chapter or franchise; or c) the provisions of subsection 7-6-3E of this Chapter are applicable and no franchise is granted, a provider, except the provider who is an incumbent local exchange carrier, shall be deemed to have abandoned such system.

2. Removal Of Abandoned System: The City, upon such terms as it may impose, may give a provider written permission to abandon, without removing, any system, or portion thereof, directly constructed, operated or maintained under a franchise. Unless such permission is granted or unless otherwise provided in this Chapter, a provider shall remove within a reasonable time the abandoned system and shall restore, using prudent construction standards, any affected rights-of-way to their former state at the time such system was installed, so as not to impair their usefulness. In removing its plant, structures and equipment, a provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all rights-of-way in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The City shall have the right to inspect and approve the condition of the rights-of- way cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Chapter and any security fund provided in a franchise shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this Section.

3. Transfer Of Abandoned System To City: Upon abandonment of any system in place, a provider, if required by the City, shall submit to the City a written instrument, satisfactory in form to the City, transferring to the City the ownership of the abandoned system.

4. Removal Of Aboveground System: At the expiration of the term for which a franchise is granted, or upon its revocation or earlier expiration, as provided for by this Chapter, in any such case without renewal, extension or transfer, the City shall have the right to require a provider to remove, at its expense, all aboveground portions of a system from the rights- of-way within a reasonable period of time, which shall not be less than one hundred eighty (180) days. If the

provider is the incumbent local exchange carrier, it shall not be required to remove its system, but shall negotiate a renewal in good faith.

5. Leaving Underground System: Notwithstanding anything to the contrary set forth in this Chapter, a provider may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way or with the use thereof by any public utility, cable operator or other person. (Ord. 98-3, 2-10-1998)

#### 7-6-10: OBLIGATION TO NOTIFY:

A. Publicizing Work: Before entering onto any private property, a provider shall make a good faith attempt to contact the property owners in advance, and describe the work to be performed. (Ord. 98-3, 2-10-1998)

#### 7-6-11: GENERAL PROVISIONS:

A. Conflicts: In the event of a conflict between any provision of this chapter and a franchise entered pursuant to it, the provisions of this chapter in effect at the time the franchise is entered into shall control.

B. Severability: If any provision of this chapter is held by any federal, state or local court of competent jurisdiction, to be invalid as conflicting with any federal or state statute, or is ordered by a court to be modified in any way in order to conform to the requirements of any such law and all appellate remedies with regard to the validity of the chapter provisions in question are exhausted, such provision shall be considered a separate, distinct, and independent part of this chapter, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law is subsequently repealed, rescinded, amended or otherwise changed, so that the provision which had been held invalid or modified is no longer in conflict with such law the provision in question shall return to full force and effect and shall again be binding on the city and the provider, provided that the city shall give the provider thirty (30) days, or a longer period of time as may be reasonably required for a provider to comply with such a rejuvenated provision, written notice of the change before requiring compliance with such provision.

C. New Developments: It shall be the policy of the city to liberally amend this chapter, upon application of a provider, when necessary to enable the provider to take advantage of any developments in the field of telecommunications which will afford the provider an opportunity to more effectively, efficiently, or economically serve itself or the public.

D. Notices: All notices from a provider to the city required under this chapter or pursuant to a franchise granted pursuant to this chapter shall be directed to the officer as designated by the mayor. A provider shall provide in any application for a franchise the identity, address and phone number to receive notices from the city. A provider shall immediately notify the city of any change in its name, address, or telephone number.

E. Exercise Of Police Power: To the full extent permitted by applicable law either now or in the future, the city reserves the right to adopt or issue such rules, regulations, orders, or other directives that it finds necessary or appropriate in the lawful exercise of its police powers. (Ord. 98-3, 2-10-1998)

#### 7-6-12: FEDERAL, STATE AND CITY JURISDICTION:

A. Construction: This chapter shall be construed in a manner consistent with all applicable federal and state statutes.

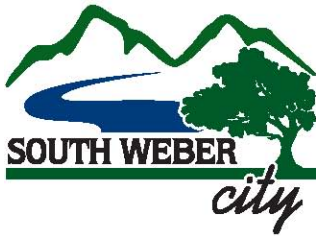
B. Ordinance Applicability: This chapter shall apply to all franchises granted or renewed after the effective date of this chapter. This chapter shall further apply, to the extent permitted by applicable federal or state law to all existing franchises granted prior to the effective date of this chapter and to a provider providing services, without a franchise, prior to the effective date of this chapter. (Ord. 98-3, 2-10-1998)

C. Other Applicable Ordinances: A provider's rights are subject to the police powers of the city to adopt and enforce ordinances necessary to the health, safety and welfare of the public. A provider shall comply with all applicable general laws and ordinances enacted by the city pursuant to its police powers. In particular, all providers shall comply with the city land use requirements. (Ord. 2006-01, 2-14-2006)

D. City Failure To Enforce: A provider shall not be relieved of its obligation to comply with any of the provisions of this chapter or any franchise granted pursuant to this chapter by reason of any failure of the city to enforce prompt compliance.

E. Construed According To Utah Law: This chapter and any franchise granted pursuant to this chapter shall be construed and enforced in accordance with the substantive laws of the state. (Ord. 98-3, 2-10-1998)





## Agenda Item Introduction

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**Council Meeting Date:** 1-11-22

**Name:** David Larson

**Agenda Item:** Davis & Weber Counties Canal Company Encroachment Agreement

**Recommendation:** Staff recommends approval

**Background:** Public Works has been working with the Davis & Weber Counties Canal Company (DWCCC) for months to obtain access to certain City-owned properties through DWCCC-owned property to perform necessary ongoing maintenance procedures. The agreement under consideration today is the result of work between both entities' staff and is now ready for Council's review and consideration.

In the past, this type of access has been granted verbally, but now both entities feel a desire to officially agree upon and document the access including any/all conditions related to such.

Agreement Summary – South Weber City is granted the right to access and traverse DWCCC property in specific areas shown on the exhibits if the City provides notice and is responsible for any damage caused due to the encroachment.

**Summary:** Consider entering into an agreement with DWCCC for encroachment of their property to access City-owned infrastructure and property

**Attachments:** RES 22-07; Encroachment Agreement; Exhibits A, B, C

SAMPLE MOTION LANGUAGE

**Approve** – Move to approve Resolution 22-07, entering into an encroachment agreement with DWCCC.

**Approve with amendments** – Move to approve Resolution 22-07, entering into an encroachment agreement with DWCCC, with the following amendments:

- *List amendments*

**Deny** – Move to deny Resolution 22-07.

**RESOLUTION 22-07**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPROVING THE DAVIS AND WEBER COUNTIES CANAL COMPANY  
ENCROACHMENT AGREEMENT**

**WHEREAS**, public works has need to access manholes and a retention basin which are located near Peachwood and Deer Run Drives; and

**WHEREAS**, it would be difficult logistically to move heavy equipment through residences for maintenance or repairs but can be accessed through the Davis and Weber Counties Canal Company’s (DWCCC) property; and

**WHEREAS**, DWCCC has agreed to allow access and has outlined those conditions in an agreement; and

**WHEREAS**, Council has made time to thoroughly review the agreement and agree to the conditions outlined;

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

**Section 1. Approval:** The Access Encroachment License Agreement with Davis & Weber Counties Canal Company as attached in Exhibit 1 is hereby approved.

**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 11<sup>th</sup> day of 2022.

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

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest: Lisa Smith, Recorder**

**EXHIBIT 1**

**ACCESS ENCROACHMENT LICENSE**

**AGREEMENT**

## ACCESS ENCROACHMENT LICENSE AGREEMENT

THIS ACCESS ENCROACHMENT LICENSE AGREEMENT (“**Agreement**”) is entered into as of this 11th day of January 2022 (“**Effective Date**”), by and between Davis & Weber Counties Canal Company, a Utah Nonprofit Mutual Water Company (“**Company**”), and South Weber City (“**Licensee**”). Company and Licensee may be referred to individually as “**Party**” or collectively as “**Parties**”.

### RECITALS

A. Company is the owner of certain real property, easements, and/or rights of way associated with its water conveyance system and related facilities (“**Company Property**”).

B. Company has constructed ditches, concrete canal, pipeline, box culvert, and related facilities (“**Company Facilities**”) on or within the Company Property which are used to deliver water.

C. Licensee seeks the right to access and traverse along the canal west of Peachwood Drive and east of Deer Run Drive in order to maintain and clean storm drain ponds, which will access or encroach upon Company Property or Company Facilities as more specifically described on Exhibit A hereto (“**Access Area**”).

In consideration of the payment of a license fee and in further consideration of the mutual promises and covenants set forth herein the Parties agree as follows:

### AGREEMENT

1. Licensee is granted the right to access and traverse the Access Area as set forth on Exhibit A. Any modification to the Access Area must be submitted to the Company, in advance of any work being done, for review and approval.

2. This Agreement will take effect on the Effective Date and shall continue until terminated as provided herein.

3. Licensee shall at all times be solely responsible for any damages or disturbance of the Access Area. Licensee is responsible for fencing, security measures, as well as not damage Company Facilities due to the access/encroachment. Access Area shall be kept in good repair and shall be maintained and operated in a manner that will not adversely impact Company Property or Company Facilities.

4. Licensee shall not enter Access Area without first notifying Company canal supervisor.

5. Licensee shall reimburse Company for any additional operation and maintenance costs incurred by the Company as a result of the Access Area. Company will provide Licensee a written invoice detailing additional or extraordinary operation or maintenance expenses related

to Company Facilities incurred by Company as a result of the Access Area and Licensee will pay the invoice within thirty (30) day of its receipt.

6. Company reserves the right to inspect the Access Area at any time during its operation or use by Licensee. If costs are incurred by Company due to additional oversight, Company shall be paid by Licensee as set forth in Paragraph 5 of this Agreement.

7. If at any time, Company determines, in its sole discretion, that Company Facilities subject to this Agreement require repair or replacement, Licensee may be restricted or temporarily prohibited on accessing Company Property, in order for the Company to perform such repair or replacement, as Company deems necessary.

8. Licensee will indemnify and hold harmless Company and its principals, agents, and employees, from and against all claims, loss, liability, suits, and damages, including attorneys' fees, charges, or expenses for injury or damages to any persons or property that may result from this Agreement, including, but not limited to, damages to Company or any third party as a result of Licensee's encroachment upon Company Property or Company Facilities. It is the intent of the Parties that this indemnity be construed broadly in order to protect Company from any and all incidences resulting from Licensee's encroachment of Company Property. This indemnity does not include claims resulting from Company's gross negligence or willful misconduct.

9. Licensee will maintain insurance. Said insurance is to rectify any damage due to activities or use of property, and any related liabilities.

10. The right to cross or encroach upon Company Property created under this Agreement is not an easement or other perpetual interest in Company Property. No interest will be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use permitted is entirely permissive in nature.

11. This Agreement may be terminated if Company, in its sole but reasonable discretion, determines that Licensee has not complied with the terms of this Agreement by giving Licensee twenty (20) days prior notice of the default, during which Licensee will have an opportunity to cure the default and avoid termination. If this Agreement is terminated, Company will have the right to pursue any and all claims against Licensee related to the encroachment of Company Property including removal of any improvements within Access Area from Company Property.

12. This Agreement may not be assigned or transferred by Licensee without the prior written consent of Company, which consent will not be unreasonably withheld.

13. This Agreement constitutes the entire agreement between the parties and cannot be altered except through a written instrument signed by the Parties. This Agreement supersedes all previous agreements, whether written or oral.

14. This Agreement will be enforced and governed under the laws of the State of Utah.

15. In the event an action is filed as a result of a dispute arising out of this Agreement, Company will be entitled to reasonable attorneys' fees.

[SIGNATURE PAGES FOLLOW]

The Parties have executed this Access Encroachment Agreement to be effective as of the date first written above.

Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of the Davis and Weber Counties Canal Company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

Licensee South Weber City

By: \_\_\_\_\_  
Its: City Manager David Larson

STATE OF UTAH )  
: ss.  
COUNTY OF DAVIS )

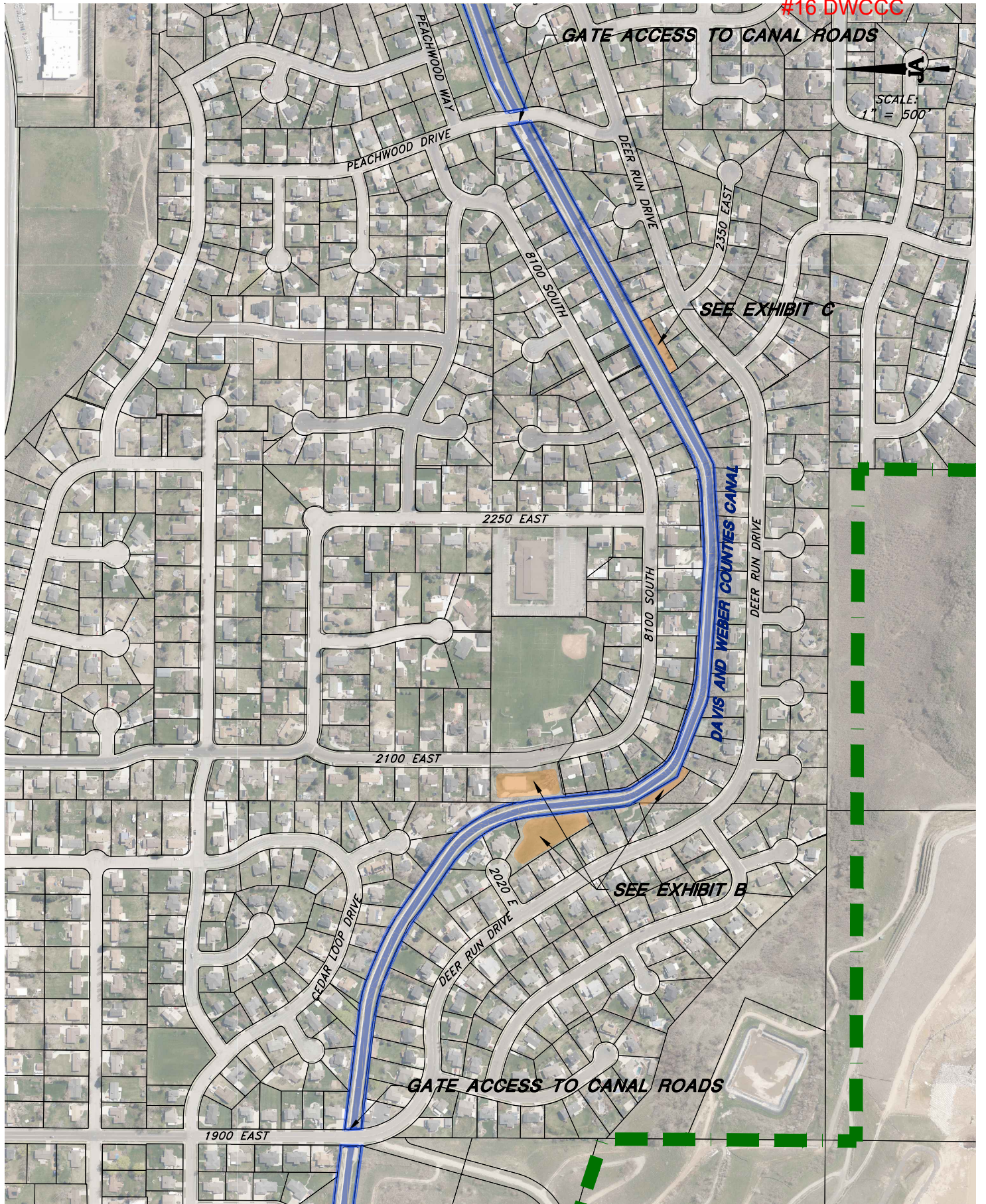
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by David Larson in his/her capacity as the City Manager of South Weber City.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: 1600 E South Weber Dr, South Weber

My Commission Expires:



GATE ACCESS TO CANAL ROADS



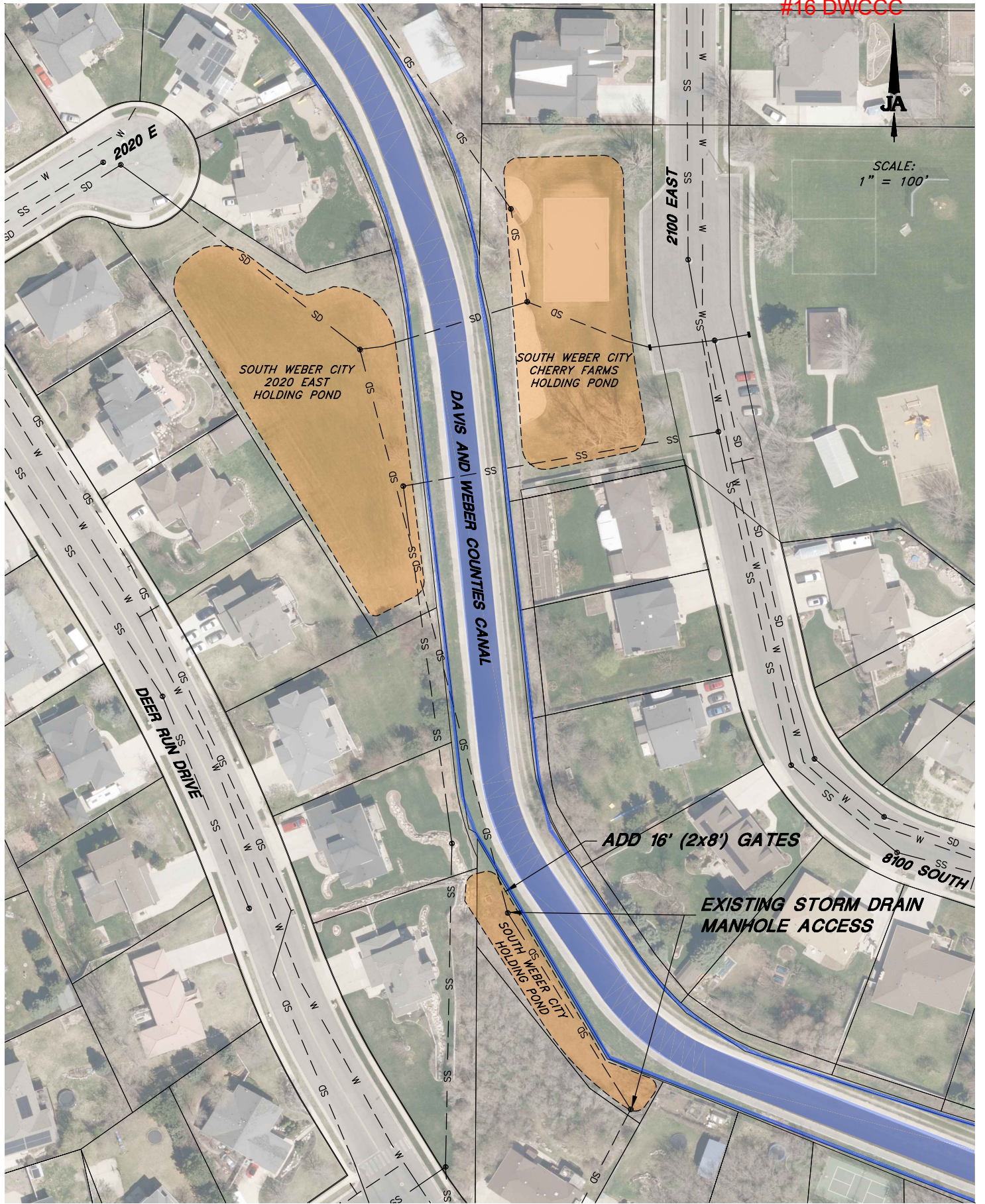
**CONSULTING ENGINEERS**  
6080 Fashion Point Drive South Ogden, Utah 84403  
(801) 476-9767 [www.jonescivil.com](http://www.jonescivil.com)

**SOUTH WEBER CITY CORPORATION**  
**DWCCC CANAL ACCESS**  
**EXHIBIT A - PEACHWOOD TO 1900 EAST**

SHEET:  
**A**  
OF 1 SHEETS  
0



SCALE:  
1" = 100'



**CONSULTING ENGINEERS**

6080 Fashion Point Drive South Ogden, Utah 84403  
(801) 476-9767 [www.jonescivil.com](http://www.jonescivil.com)

**SOUTH WEBER CITY CORPORATION  
DWCCC CANAL ACCESS**

210 of 218

**EXHIBIT B**

SHEET:

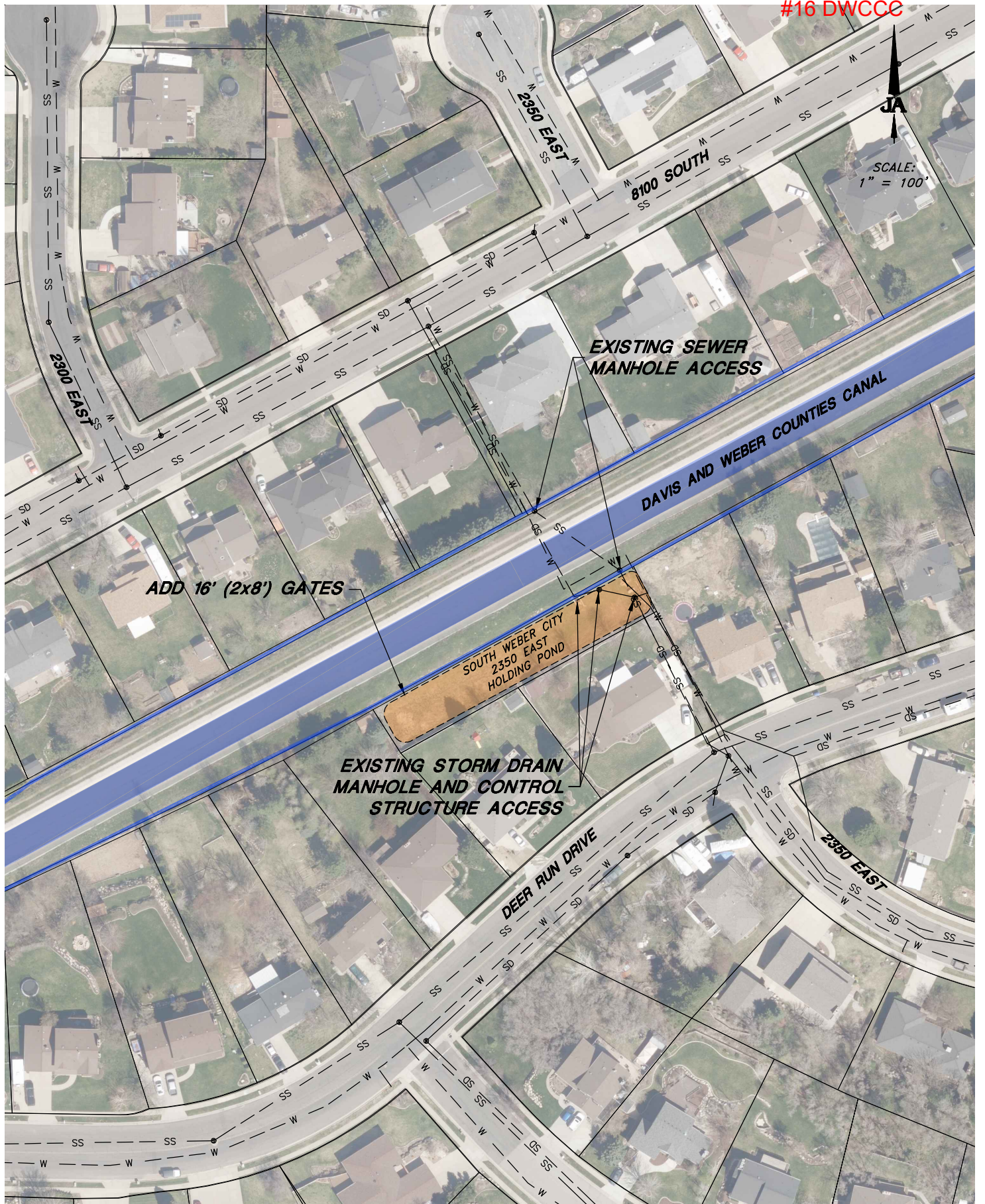
**B**

OF 1 SHEETS

0

SCALE:  
1" = 100'

JA



**CONSULTING ENGINEERS**

6080 Fashion Point Drive South Ogden, Utah 84403

(801) 476-9767 [www.jonescivil.com](http://www.jonescivil.com)

**SOUTH WEBER CITY CORPORATION**

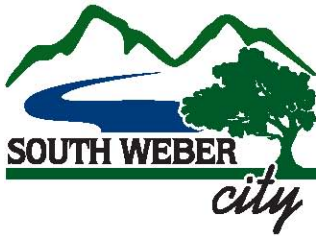
**DWCCC CANAL ACCESS**

SHEET:

**C**

OF 1 SHEETS

0



## Agenda Item Introduction

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**Council Meeting Date:** 01-11-21

**Name:** Lisa Smith

**Agenda Item:** Amendment #7 Animal Care Contract

**Background:** In 2016 SWC contracted with Davis County to provide animal services. Each year an amendment is passed which updates the costs for service based on expected shortfall in budget revenues, capital projects for the shelter, and number of billable calls within the city. In 2021 the combined costs were \$20,899.59. This year has increased by over \$3,000 for a total of \$24,127.78.

**Summary:** Approve Interlocal Agreement Amendment #7 for animal services

**Attachments:**

Resolution 2022-08  
Amendment #7

**SAMPLE MOTION LANGUAGE**

**Approve** – Move to approve Resolution 22-08, adopting Amendment #7 to the Davis County Animal Care Contract.

**Approve with amendments** – Move to approve Resolution 22-08, adopting Amendment #7 to the Davis County Animal Care Contract., with the following suggested amendments:

- *List amendments*

**Deny** – Move to deny Resolution 22-08.

**RESOLUTION 22-08**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPROVING AMENDMENT #7 TO THE INTERLOCAL COOPERATION  
AGREEMENT FOR ANIMAL SERVICES**

**WHEREAS**, in 2016 South Weber City entered into contract 2016-324 with Davis County for animal services; and

**WHEREAS**, the contract is amended each year to reflect the service level needs and increased costs; and

**WHEREAS**, Council has read the proposed agreement and agree to the costs presented;

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

**Section 1. Approval:** Amendment Number 7 to Interlocal Cooperation Agreement for Animal Services with Davis County is hereby approved and attached herein as 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 11<sup>th</sup> day of 2022.

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

\_\_\_\_\_  
**Rod Westbroek, Mayor**

\_\_\_\_\_  
**Attest:** Lisa Smith, Recorder

**EXHIBIT 1**  
**AMENDMENT #7 FOR ANIMAL**  
**SERVICE CONTRACT 2016-324**

**AMENDMENT NO. 07 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES**

This Amendment No. 07 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 07”) is made and entered into as of January 1, 2022, by and 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”). The County and the City may be collectively referred to as the “Parties” herein.

**RECITALS**

This Amendment No. 07 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-324 (the “Agreement”); and
- B. The Parties, through this Amendment No. 07, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 07, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

**EXHIBIT A**

The City’s 2022 calendar year obligation to the County for service calls, excluding calls for wild nuisance, animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2022 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,359,650.00
	Operating:	\$535,949.00
	Capital Equipment:	\$302,843.00
	Allocations:	\$176,349.88
	Total Expenditures:	\$3,374,792.00
Projected 2022 Revenues of Davis County Animal Care and Control:	Licenses:	\$202,216.00
	Shelter Fees:	\$135,311.00
	Adoptions:	\$78,000.00
	Budget Adjustment:	\$129,000
	Donations:	\$18,085.00
	Total Revenues:	\$562,612.00
Projected 2022 Expenditures Less Projected 2021 Revenues:		<b>2,812,180</b>
Combined Cities’ 50% Obligation:		<b>1,406,090</b>
Average of the City’s Total Billable Calls for 2020 and 2021:		143
Average of Combined Cities’ Total Billable Calls for 2020 and 2021:		8662
The City’s 2021 Usage Rate:		<b>1.65%</b>
The City’s 2022 Calendar Year Obligation to the County:		\$23,200.48

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City’s 2022 calendar year obligation to the County for  
the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities’ Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2022 Obligation of the Combined Cities:	\$56,200.00
The City’s 2021 Usage Rate:	1.65%
The City’s 2021 Calendar Year Obligation to the County:	\$927.30

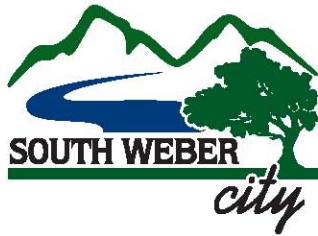
The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

1. **Discontinuation of Wildlife Services.** Wildlife services were discontinued July 1<sup>st</sup>, 2020 and any fees associated with this service have been removed from the contract.
2. **Capital Projects Fund Regarding the Shelter.** In reference to Section 5 of the Agreement Capital Projects Fund Regarding the Shelter, this Amendment No. 07 hereby extends the contribution by the Combined Cities to the Capital Projects Fund Regarding the Shelter through December 31, 2022. The parties hereby agree to extend the obligation to contribute to the capital projects fund as calculated in the Agreement and summarized below:
  - a. The combined cities’ annual calendar year obligation for 2022 to the capital projects fund regarding the shelter as referenced in Exhibit A above will be \$56,200. The City’s specific portion of the Combined Cities obligation, shall be the average of the City’s calls for animal care and control services for the two calendar years immediately prior divided by the average of all of the combines cities’ calls for animal care and control services for the two calendar years immediately prior (“usage rate”) multiplied by the combined cities calendar year obligation.
3. **Term of Agreements** In reference to Section 10 of the Agreement *Term of agreement*, this Amendment No. 07 shall, subject to the termination and other provisions set forth therein, terminate on December 31,2022 at 11:59 p.m. (the “Term”). The parties may, by written amendment to this Agreement, extend the Term of this Agreement.
4. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 07, the terms and conditions of the Agreement shall remain in full force and effect.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.



IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 07 to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By: _____ Chair, Board of Davis County Commissioners Date: _____</p> <p>ATTEST:</p> <p>_____ Davis County Clerk/Auditor Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ Davis County Attorney's Office Date: _____</p>	<p>SOUTH WEBER CITY</p> <p>By: _____ City Manager, David Larson Date: _____</p> <p>ATTEST:</p> <p>_____ City Recorder Lisa Smith Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ City Attorney Jayme Blakesley Date: _____</p>
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## Agenda Item Introduction

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**Council Meeting Date:** 01-11-2022

**Name:** Lisa Smith

**Agenda Item:** 2022 Legislative Review

**Background:** The 2022 general session of the state legislature is from Jan 18 to Mar 4. The bills that are presented in both the house and senate can greatly affect municipalities. The Utah League of Cities and Towns (ULCT) has a Legislative Policy Committee (LPC) with representatives from all cities and towns. They meet weekly to evaluate bills and determine official positions on legislation. South Weber's three representatives will report to the Council and the citizens at each Council meeting during the session to keep everyone aware of progress of favorable and disadvantageous bills.

**Summary:** Review and discuss bills in the legislative process.