

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, March 28, 2023, in the Council Chambers at 1600 E. South Weber Dr.

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

1. Pledge of Allegiance: Councilwoman Petty
2. Prayer: Councilman Soderquist
3. 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 & city and direct comments to the entire Council (They will not respond).

PRESENTATIONS

4. Property Tax Presentation by County Assessor Lisa Manning

ACTION ITEMS

5. Consent Agenda
 - a. February 28 Minutes
 - b. 2023 Street Maintenance Project Contract
6. Resolution 23-08: Interlocal Cooperation Agreement for Municipal Election Services
7. Resolution 23-09: Update CFS
8. Fire Department Fleet Program and Quint Purchase

REPORTS

9. New Business
10. Council & Staff

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

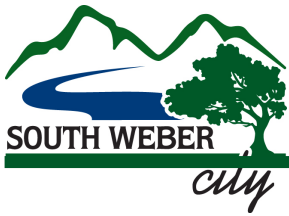
11. Discuss the purchase, exchange, or lease of real property
12. Adjourn

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 City Recorder for the municipality of South Weber City hereby certifies that a copy of the foregoing notice was mailed/mailed/posted to: City Office building, Family Activity Center, City Website <http://southwebercity.com/>, Utah Public Notice website <https://www.utah.gov/pmn/index.html>, Mayor and Council, and others on the agenda.

DATE: March 22, 2023

CITY RECORDER: Lisa Smith



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

March 28, 2023

PREPARED BY

David Larson

City Manager

ITEM TYPE

Presentation

ATTACHMENTS

None

PRIOR DISCUSSION DATES

None

AGENDA ITEM

Property Tax Presentation by County Assessor Lisa Manning

PURPOSE

Learn about property tax process and procedures from the County Assessor

RECOMMENDATION

NA

BACKGROUND

Mayor Westbrook heard this presentation at a Mayor's meeting and requested that Lisa present this information for the community's benefit so we can all better understand the details of property tax.

ANALYSIS

NA

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 28 February 2023

TIME COMMENCED: 6:00 p.m.

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

PRESENT: MAYOR: Rod Westbroek

COUNCIL MEMBERS: Hayley Alberts
Joel Dills
Blair Halverson
Angie Petty
Quin Soderquist

CITY MANAGER: David Larson

COMMUNITY SERVICES DIR: Trevor Cahoon

CITY ATTORNEY: Jayme Blakesley

CITY ENGINEER: Brandon Jones

CITY RECORDER: Lisa Smith

Minutes: Michelle Clark

ATTENDEES: Paul Sturm, Michael Grant, Jan Ukena, Janet Gibbs, Wes Stewart, Robert Jensen, Brian Sharin, Jarred Coy, Randy Kapp, Bob & Rolayne Collings, Jess Rancin, and Kevin Shonscheck.

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

1. Pledge of Allegiance: Councilman Soderquist

2. Prayer: Councilwoman Alberts

3. Public Comment: Please respectfully follow these guidelines.

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

Jan Ukena, South Weber City: urged the Council to include the planned walking path for Cherry Farms Park in this year's budget. She added the path will provide a safe place for citizens to walk and help with water conservation. Ms. Ukena thanked the Public Works Department for the snow removal. She favored the proposed RV dealership as it is good for the citizens, sales tax,

and water conservation. She suggested the Council solicit retail for the Cooper property opposite the RV dealership.

Janet Gibbs, South Weber City: stated she attended the Planning Commission meeting on the proposed RV dealership and noted three items which she felt were brushed over. (1) There is one entrance in and one exit out of the dealership and she suggested a barrier on the exit to prevent individuals from turning left out of the dealership. (2) She requested the curb on Old Fort Road be painted red, install no parking signs, and increase patrolling so there is no parking on the street. (3) She wondered about increased criminal activity in the area.

Rolayne Collins, South Weber City: wanted a nicer fence installed around the dealership to help create more of a cohesive neighborhood. She worried about lighting invading their neighborhood.

ACTION ITEMS:

4. Consent Agenda

- 28 January 2023 Minute

Councilman Soderquist moved to approve the consent agenda. Councilman Halverson seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

5. Resolution 23-06: Multi-Hazard Mitigation Plan

South Weber City has been working with Elwell Consulting Group (ECG) since March 2022 to establish a Multi-Hazard Mitigation Plan (MMP). The draft plan was sent to the Utah State Division of Emergency Management (DEM) for review and comments received were incorporated into the plan, which has been forwarded to FEMA for their review/approval. Only major changes to the plan from the Federal Emergency Management Agency (FEMA) would come back to the City Council. The MMP includes many mitigation goals and action items but puts special emphasis on potential mitigation projects that could be completed to reduce the risk of hazard to city-owned facilities. Projects approved in the MMP become eligible for FEMA grant funding.

Councilman Dills questioned why this plan needs City Council approval. City Manager David Larson responded to qualify for FEMA funding, a plan must be adopted by the City Council. He noted the plan is approved by a resolution and does not bind the City Council to pay for anything. Councilman Soderquist noted the MMP rated the probability of a future earthquake as “unlikely” when the Wasatch Fault runs through the east end of the City. Community Services Director Trevor Cahoon expressed it is rated unlikely because there is not an accurate forecasting of earthquakes. Councilman Soderquist queried where the funding is coming from for these listed projects. Mr. Larson replied that significant funding would come from FEMA although some grants may require a match component. Councilman Halverson thanked City Staff for getting this completed.

Councilwoman Alberts moved to approve Resolution 23-06: Multi-Hazard Mitigation Plan. Councilwoman Petty seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

6. Resolution 23-05: Prelim/Final Plat and Ownership/Maintenance Agreement for RV General at approximately 475 E 6650 S by applicant Kevin Schonsheck

The applicant has requested approval on a Preliminary/Final Plat and Ownership/Maintenance Agreement for General RV at approximately 475 E. 6650 S. The Planning Commission met in a special meeting on January 26, 2023 and recommended approval with the following conditions:

- Reduce night-time light impacts of the development off the property
- Upgrade to wrought-iron fencing on the southern boundary line of the property
- Evaluate of the proposed trail connection on the northern boundary of the development in conjunction with the General Plan's trail.
- Review the lighting plan on the southwest corner for potential spillage and larger light readings that are notated.
- Provide a more detailed plan provided for the location of the historical monument.
- Inclusion of the maintenance agreement.

Staff also recommends approval of the plan, subdivision plat, and the associated agreements for this development. It is staff's recommendation that the trail connection be maintained as proposed along Old Fort Road. The other considerations listed by the Planning Commission have been addressed. A development proposal has been worked on by the Development Review Committee and the Planning Commission for the proposed RV Dealership. This dealership is a conditional use found in the Commercial-Highway zone.

Jessica Rancin, representing the developer, reported on the progress made since the last meeting and stated her client is seeking approval tonight for the subdivision plat, site plan, maintenance agreement, and development agreement which includes the following: (1) Waiver of impact fees in the amount of approximately \$416,000, (2) Property tax abatement for a period of 10 years, and (3) Reimbursement for certain public infrastructure at \$155,000. Ms. Rancin explained the infrastructure cost estimate of \$1.4M has been amended based upon feedback from the Council, the Planning Commission, and others. She emphasized benefits this project will bring to South Weber City including expected city revenue of half a million annually, employment opportunities, and partnership with the community.

Kevin Schonsheck of South Weber LLC and General RV to the podium to answer Council questions. Councilman Halverson vocalized the vague reference to "decorative fencing" needs to be clarified. Mr. Schonsheck reported they have looked into wrought iron fencing as recommended by the Planning Commission or black vinyl coated chain link with slats. Councilman Dills was uneasy with the large sign facing the City. Mr. Cahoon clarified the pole sign would be oriented to the highway and not the City. Mr. Schonsheck acknowledged a traffic study has been completed and the south exit will be a gated exit only with little use. The City's historical marker will be moved a few feet to the west. Councilman Halverson favored the trail on the north. Mr. Cahoon conveyed there is already a designated bike trail along the road. Councilman Halverson charged the lighting should be reviewed after it is installed. Mr. Cahoon replied the conditional use permit can add that requirement. Council asked for clarification on the requested 10% decrease in landscaping. Councilman Halverson remarked the developer has upgraded to larger trees and shrubs in the landscaping plan which constitutes exceptional design and qualifies for the decrease. Mayor Westbroek favored the landscape plan. Councilwoman Alberts reviewed previous talk of a City welcome sign. Mr. Cahoon replied there are plans for a welcome sign on the sweeping T. The Council agreed on a wrought iron fence not to exceed \$60,000 to be included in the development agreement. Councilwoman Alberts verified the

developer is responsible for landscape maintenance. Mr. Jones affirmed it is a requirement in the agreement.

Councilwoman Petty moved to approve Resolution 23-05: Prelim/Final Plat and Ownership/Maintenance Agreement for RV General at approximately 475 E 6650 S by applicant Kevin Schonsheck. Councilman Halverson seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

7. Resolution 23-07: RV General Development Agreement

A Development Agreement Committee, consisting of Mayor Rod Westbrook, Councilmembers Quin Soderquist and Blair Halverson, City Manager David Larson, City Attorney Jayme Blakesley, and Community Services Director Trevor Cahoon met with representatives of General RV on Friday, February 24 to discuss points of the agreement. The main provisions follow:

- Developer agrees to construct and install all private and public improvements on the Site;
- City shall take all steps necessary to create a Community Reinvestment Area (“CRA”) incorporating the Site;
- Upon creation of the CRA, the City and Developer shall enter into a Tax Increment Financing (TIF) Agreement to grant Developer a property tax exemption for a period of ten (10) years;
- City shall reimburse Developer for all costs associated with the design, construction, and installation of the Public Improvements in an amount not to exceed \$155,000, for the following:
 - \$50,000 for sidewalk/walking path;
 - \$45,000 for landscaped park strip; and
 - \$60,000 for “decorative fencing” along the southern boundary of the property
- City shall waive payment of impact fees estimated at \$413,182 if the project generates sixty million dollars (\$60,000,000) in taxable revenue within five years of operation.

Councilwoman Petty moved to approve Resolution 23-07: RV General Development Agreement with the change of decorative fence to wrought iron with a cap at \$60,000. Councilman Soderquist seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

Councilman Soderquist moved to recess the City Council meeting and convene the Redevelopment Agency Board Meeting at 7:35 p.m. Councilwoman Petty seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

8. Convene Redevelopment Agency Board Meeting

Councilwoman Petty moved to reconvene the City Council meeting at 7:37 p.m. Councilman Soderquist seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

DISCUSSION ITEMS:**9. Ordinance 2023-02: Repealing Residential Multi-Family (R-7), Adopting Residential Multi-Family (R-5), Adopting a Strategic Growth Overlay Zone (SG), and Rezoning Parcels 13-018-0084 and 13-034-0068 from R-7 to R-5**

Community Services Director Trevor Cahoon reported in November Planning Commission discussed the creation of an overlay zone to help encourage quality construction. City staff has drafted an ordinance for a Strategic Growth Overlay Zone and made amendments to all areas of the code that reference the R7 zone to now say R5. During code review it was noticed that the Planned Unit Development (PUD) conditional use was removed inadvertently from the land use matrix. Because the land use matrix is included in this ordinance, staff would recommend an amendment to include PUD as a conditional use in all residential zones (A, R-L, R-LM, R-M, R-P, and R-5).

Additionally, the City Council instructed the Code Committee to consider zoning text amendments to facilitate the development in amending the approved final plat to allow for a townhome development for individual ownership. The Committee identified the main issue with multi-family housing is the visual appeal and congruence of form with surrounding single-family units already established within the area. To answer these concerns two concepts were discussed, type of housing unit and design standards. In the case of design standards, the state of Utah has limited the City's ability to impose design standards upon single-family developments. It does not prohibit a city from imposing design standards on multi-family units. The Code Committee discussed the possibility of reducing the allowed density within the R-7 zone to 5 units an acre and offering an incentive of 7 units an acre so the City could better control the type of development.

Staff has made updates based on the recommendations from the Planning Commission. The only exception is including a minimum lot area. Staff would recommend that having a minimum lot width would be sufficient to dictate design aesthetic and would allow for more flexibility of design than restricting a minimum lot area. This is something that the Planning Commission could recommend be included back in the ordinance. The Council recommended this move forward.

10. City Council Committee Priorities

Each Committee Chair presented priorities for 2023.

Recreation/Parks Committee - Councilman Dills:

- More adult recreational options with the hope that it funds itself.
- Implement a new communication plan between, city, coaches, players, etc.
- Financing improvement for existing parks. Parks have a five-year improvement plan, but maintenance utilizes all current funding.
- New contract with Train Club

Code Committee - Councilwoman Alberts:

- Writing a code for flex space
- Arbor protection
- Condo rental ordinance
- Commercial overlay landscaping for exceptional design standards
- RV dwellings
- External accessory dwelling units (EADU)
- Adding garbage and snow removal requirements to commercial development
- Conditional uses next to residential zones

Public Relations Committee – Councilwoman Alberts

- Concerts in the Park starting in May
- Easter Egg Hunt
- Advertisement/Correspondence with Parks/Recreation Committee
- Quarterly Newsletter
- Syncing City Hall and FAC televisions to display simultaneously
- Increase Social Media Presence
- Keep City website updated

Admin/Finance Committee – Councilman Soderquist

- Remain financially sound and healthy
- More permanent five-year plan
- Review point of sale sources
- Increase parks budget
- Train upcoming financiers

Gravel Pit Committee – Councilman Soderquist

- Continue dust mitigation with Parsons and Geneva
- New Development Agreement
 - define active area
 - berm update
- Working to get new sensors with University of Utah
- Work with legislature on fugitive dust
- Suggest alternative solutions to dust problem

Municipal Utilities Committee – Councilwoman Petty

- Public Works Facility
 - Review Capital Facilities Plan to find possible funds

Public Safety Committee – Councilman Halverson

- Long term plan for vehicle replacement
- Get wildlands fire program running
- Find grants for sidewalks and crosswalks
- Review Davis County Sheriff's Office Contract for service level needs

11. Legislative Review

City Manager David Larson reported the Utah League of Cities and Towns has tracked 40% more bills this year than last. Senate Bill 75 passed. There are mixed feelings on SB 75, but because of the location of gravel pits in the City, it does help South Weber City. ULTC will request signatures from elected officials to request a veto from the governor. SB 295 needs attention and is a problematic bill for cities. The ULTC and cities have been working on different types of improvement districts.

12. Reports

City Manager, David Larson: updated Council on the City Hall remodel process which will begin in earnest the third week in March. He is still working through and coordinating office hours etc. The committees have started working on the budget process. He thanked Mayor Westbrook for his attendance at all the committee meetings.

13. Adjourn

Councilwoman Alberts moved to adjourn the meeting at 8:18 p.m. and go into a closed session held pursuant to the provision of UCA section 52-4-205 (1)(d) to discuss the purchase, exchange, or lease of real property. Councilman Halverson seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

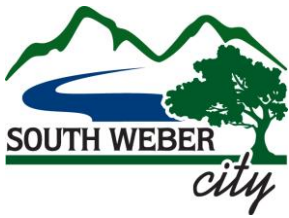
APPROVED: _____ **Date** 03-28-2023

Mayor: Rod Westbroek

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith

DRAFT



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

March 28, 2023

PREPARED BY

Brandon K. Jones
City Engineer

ITEM TYPE

Legislative

ATTACHMENTS

Recommendation of
Award and Bid Tabulation

PRIOR DISCUSSION DATES

N/A

AGENDA ITEM

Recommendation of Award for the 2023 Street Maintenance Project

PURPOSE

Consider the award of a contract to STAKER & PARSON COMPANIES for the construction of the 2023 Street Maintenance Project.

RECOMMENDATION

Staff recommends approval of a contract with STAKER & PARSON COMPANIES for the 2023 Street Maintenance Project in the amount of \$1,228,999.00.

BACKGROUND

The city has been making great progress in improving the overall condition of the streets throughout South Weber.

Due to poor timing and higher anticipated prices last summer, it was decided to wait and combine last year’s projects with this year and bid one larger project. Streetlogix (street evaluation software) was used to determine the locations and treatments that would produce the highest overall increase to the city’s PCI (pavement condition index) rating. The average overall PCI is currently 80.68. If no work is done it will drop to 77.96 next year. With the proposed projects, it will increase to 84.08. Attached is a Location Map indicating the treatments and locations of the work anticipated. For the concrete repair work, the highest priorities will be repaired first, with funding dictating how much can be done. Actual field conditions may affect final quantities.

Bids were opened for the project on March 21, 2023. Four (4) bids were received. A summary of the bids is found on the attached Bid Tabulation. The low bidder, STAKER & PARSON COMPANIES, is qualified and experienced in this type of work. They have done many of the previous year’s street maintenance projects.

ANALYSIS

The following is a summary of what is proposed in the Budget compared to the Bid:

	Budget	Bid
FAC Sidewalk (Rec Fund)	\$10,000	\$3,500.00
Development Chip & Seals	\$186,000	\$107,472.50
Concrete Work	\$250,000	\$202,735.30
Asphalt, Chip & Seals, and Striping	\$954,000	\$915,291.20
TOTAL	\$1,400,000	\$1,228,999.00

The City has adequate budget for the project.

BID TABULATION

South Weber City - 2023 Street Maintenance

Bid Opening: March 21, 2023 at 10:00am, Virtual thru Zoom


Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		Staker Parson Companies		Post Construction		Granite Construction Company		Kilgore Contracting	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
GENERAL													
1	Mobilization		1 ls	\$ 60,000.00	\$ 60,000.00	\$ 27,700.00	\$ 27,700.00	\$ 24,000.00	\$ 24,000.00	\$ 88,641.30	\$ 88,641.30	\$ 150,440.86	\$ 150,440.86
2	Traffic Control		1 ls	\$ 30,000.00	\$ 30,000.00	\$ 38,251.25	\$ 38,251.25	\$ 28,000.00	\$ 28,000.00	\$ 12,000.00	\$ 12,000.00	\$ 80,000.00	\$ 80,000.00
MILL & OVERLAY and ASPHALT REPAIR													
3	Saw Cut Asphalt	3,000	lf	\$ 2.00	\$ 6,000.00	\$ 1.05	\$ 3,150.00	\$ 2.11	\$ 6,330.00	\$ 0.40	\$ 1,200.00	\$ 0.94	\$ 2,820.00
4	Remove Asphalt (Deer Run Dr, City Hall, Repair Areas)	31,470	sf	\$ 1.50	\$ 47,205.00	\$ 0.44	\$ 13,846.80	\$ 0.60	\$ 18,882.00	\$ 0.47	\$ 14,790.90	\$ -	\$ -
5	Remove Unsuitable Material (under Existing Asphalt)	390	cy	\$ 30.00	\$ 11,700.00	\$ 29.35	\$ 11,446.50	\$ 45.00	\$ 17,550.00	\$ 36.00	\$ 14,040.00	\$ 1.10	\$ 429.00
6	1 1/2" Asphalt Edge Milling	121,500	sf	\$ 0.50	\$ 60,750.00	\$ 0.24	\$ 29,160.00	\$ 0.22	\$ 26,730.00	\$ 0.31	\$ 37,665.00	\$ 0.58	\$ 70,470.00
7	Pre-Lower Valve	18	ea	\$ 350.00	\$ 6,300.00	\$ 313.30	\$ 5,639.40	\$ 317.00	\$ 5,706.00	\$ 310.00	\$ 5,580.00	\$ 221.00	\$ 3,978.00
8	Pre-Lower Manhole	29	ea	\$ 400.00	\$ 11,600.00	\$ 365.50	\$ 10,599.50	\$ 400.00	\$ 11,600.00	\$ 360.00	\$ 10,440.00	\$ 442.00	\$ 12,818.00
9	Raise Valve to Grade with Concrete Collar	37	ea	\$ 500.00	\$ 18,500.00	\$ 574.40	\$ 21,252.80	\$ 345.00	\$ 12,765.00	\$ 570.00	\$ 21,090.00	\$ 500.00	\$ 18,500.00
10	Raise Manhole to Grade with Concrete Collar	64	ea	\$ 550.00	\$ 35,200.00	\$ 725.90	\$ 46,457.60	\$ 608.00	\$ 38,912.00	\$ 715.00	\$ 45,760.00	\$ 775.00	\$ 49,600.00
11	Raise Monument to Grade with Concrete Collar	21	ea	\$ 550.00	\$ 11,550.00	\$ 725.90	\$ 15,243.90	\$ 795.00	\$ 16,695.00	\$ 715.00	\$ 15,015.00	\$ 800.00	\$ 16,800.00
12	Untreated Base Course (UTBC) Repair Areas (thickness varies)	840	ton	\$ 40.00	\$ 33,600.00	\$ 31.85	\$ 26,754.00	\$ 41.00	\$ 34,440.00	\$ 37.00	\$ 31,080.00	\$ 55.25	\$ 46,410.00
13	Hot Mix Asphalt (HMA) Deer Run Dr (4" thick) - approx. 1,300 sf	37	ton	\$ 90.00	\$ 3,330.00	\$ 120.10	\$ 4,443.70	\$ 132.00	\$ 4,884.00	\$ 300.00	\$ 11,100.00	\$ 177.00	\$ 6,549.00
14	Hot Mix Asphalt (HMA) Repair Areas (4" thick) - approx. 16,000 sf	450	ton	\$ 100.00	\$ 45,000.00	\$ 120.10	\$ 54,045.00	\$ 132.00	\$ 59,400.00	\$ 97.00	\$ 43,650.00	\$ 177.00	\$ 79,650.00
15	Hot Mix Asphalt (HMA) City Hall (3" thick) - approx. 14,170 sf	300	ton	\$ 95.00	\$ 28,500.00	\$ 81.30	\$ 24,390.00	\$ 110.00	\$ 33,000.00	\$ 95.00	\$ 28,500.00	\$ 122.00	\$ 36,600.00
16	HMA Overlay (2" thick) - approx. 320,000 sf	4,550	ton	\$ 75.00	\$ 341,250.00	\$ 82.65	\$ 376,057.50	\$ 101.00	\$ 459,550.00	\$ 85.00	\$ 386,750.00	\$ 93.00	\$ 423,150.00
17	HMA Leveling Course	230	ton	\$ 110.00	\$ 25,300.00	\$ 93.65	\$ 21,539.50	\$ 135.00	\$ 31,050.00	\$ 98.00	\$ 22,540.00	\$ 159.50	\$ 36,685.00
CHIP & SEAL													
18	Chip & Seal w/ light weight A chip, & fog seal												
a	Cottonwood Drive	10,780	sy	\$ 3.50	\$ 37,730.00	\$ 2.50	\$ 26,950.00	\$ 2.65	\$ 28,567.00	\$ 2.75	\$ 29,645.00	\$ 3.26	\$ 35,142.80
b	Heather Cove	14,480	sy	\$ 3.50	\$ 50,680.00	\$ 2.50	\$ 36,200.00	\$ 2.65	\$ 38,372.00	\$ 2.75	\$ 39,820.00	\$ 3.26	\$ 47,204.80
c	Hidden Valley Meadows	7,100	sy	\$ 3.50	\$ 24,850.00	\$ 2.50	\$ 17,750.00	\$ 2.65	\$ 18,815.00	\$ 2.75	\$ 19,525.00	\$ 3.26	\$ 23,146.00
d	475 East	9,500	sy	\$ 3.50	\$ 33,250.00	\$ 2.50	\$ 23,750.00	\$ 2.65	\$ 25,175.00	\$ 2.75	\$ 26,125.00	\$ 3.26	\$ 30,970.00
e	Riverside Place	17,860	sy	\$ 3.50	\$ 62,510.00	\$ 2.50	\$ 44,650.00	\$ 2.65	\$ 47,329.00	\$ 2.75	\$ 49,115.00	\$ 3.26	\$ 58,223.60
f	Harvest Park	13,124	sy	\$ 3.50	\$ 45,934.00	\$ 2.50	\$ 32,810.00	\$ 2.65	\$ 34,778.60	\$ 2.75	\$ 36,091.00	\$ 3.26	\$ 42,784.24
g	Sun Rays	4,905	sy	\$ 3.50	\$ 17,167.50	\$ 2.50	\$ 12,262.50	\$ 2.65	\$ 12,998.25	\$ 2.75	\$ 13,488.75	\$ 3.26	\$ 15,990.30
h	View Drive	9,450	sy	\$ 3.50	\$ 33,075.00	\$ 2.50	\$ 23,625.00	\$ 2.65	\$ 25,042.50	\$ 2.75	\$ 25,987.50	\$ 3.26	\$ 30,807.00
SEAL COAT													
19	Seal Coat (ONYX)												
a	Hidden Valley Meadows	3,080	sy	\$ 2.50	\$ 7,700.00	\$ 2.80	\$ 8,624.00	\$ 2.50	\$ 7,700.00	\$ 2.80	\$ 8,624.00	\$ 3.00	\$ 9,240.00
b	Canyon Meadows Park (West) Parking Lot	4,318	sy	\$ 2.50	\$ 10,795.00	\$ 2.80	\$ 12,090.40	\$ 2.50	\$ 10,795.00	\$ 2.80	\$ 12,090.40	\$ 3.00	\$ 12,954.00
c	View Drive	3,430	sy	\$ 2.50	\$ 8,575.00	\$ 2.80	\$ 9,604.00	\$ 2.50	\$ 8,575.00	\$ 2.80	\$ 9,604.00	\$ 3.00	\$ 10,290.00

BID TABULATION

South Weber City - 2023 Street Maintenance

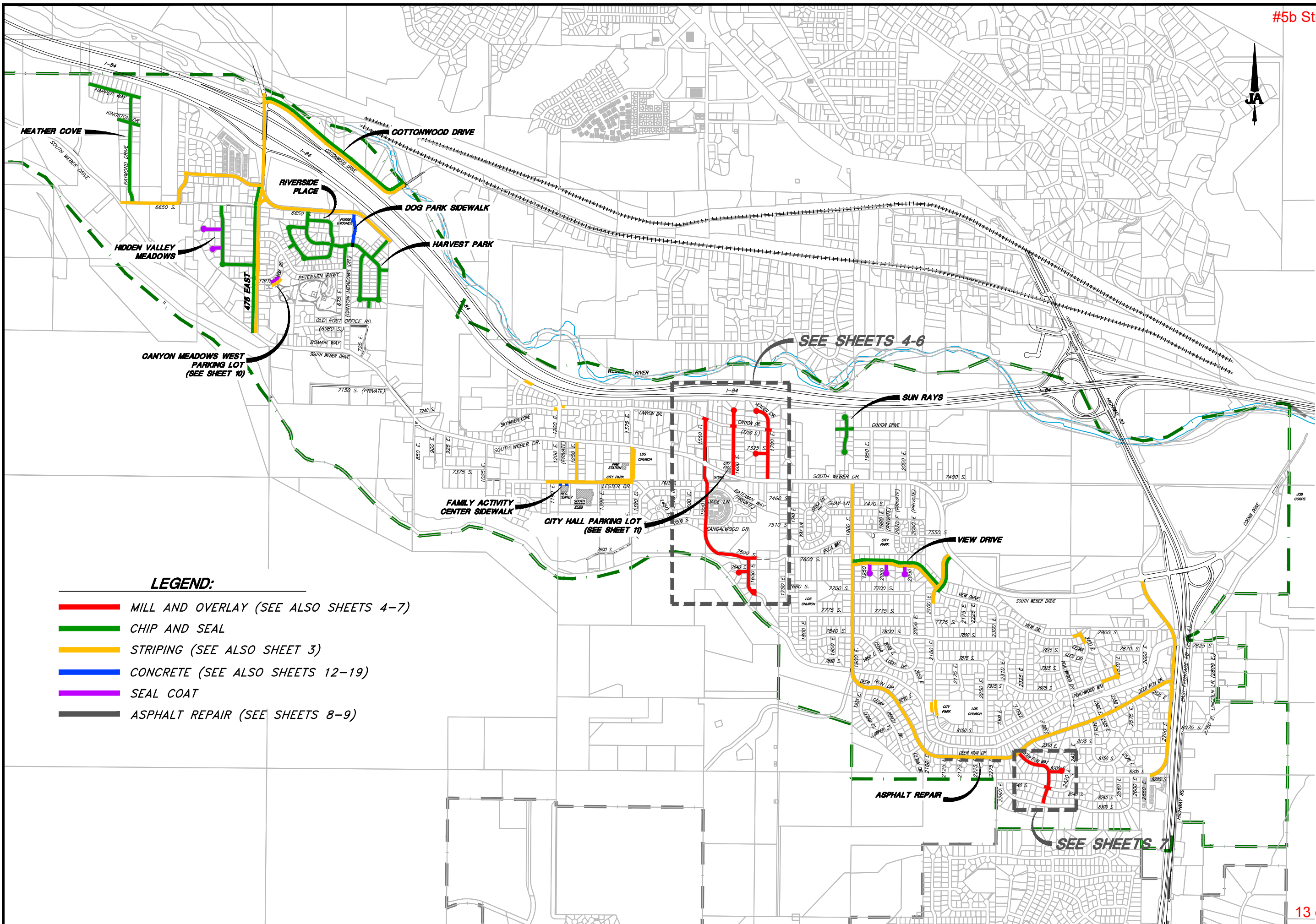
Bid Opening: March 21, 2023 at 10:00am, Virtual thru Zoom

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		Staker Parson Companies		Post Construction		Granite Construction Company		Kilgore Contracting	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
CONCRETE													
20	Remove Concrete Flatwork	7,560	sf	\$ 3.50	\$ 26,460.00	\$ 1.45	\$ 10,962.00	\$ 1.45	\$ 10,962.00	\$ 5.00	\$ 37,800.00	\$ 5.55	\$ 41,958.00
21	Remove Curb and Gutter	500	lf	\$ 12.00	\$ 6,000.00	\$ 6.25	\$ 3,125.00	\$ 18.50	\$ 9,250.00	\$ 10.00	\$ 5,000.00	\$ 11.05	\$ 5,525.00
22	Remove Unsuitable Material (under Existing Concrete)	54	cy	\$ 150.00	\$ 8,100.00	\$ 78.35	\$ 4,230.90	\$ 160.00	\$ 8,640.00	\$ 52.00	\$ 2,808.00	\$ 55.25	\$ 2,983.50
23	Excavate and Remove Existing Material for New Concrete	44	cy	\$ 120.00	\$ 5,280.00	\$ 78.35	\$ 3,447.40	\$ 100.00	\$ 4,400.00	\$ 52.00	\$ 2,288.00	\$ 55.25	\$ 2,431.00
24	Untreated Base Course (UTBC) under concrete (thickness varies)	180	ton	\$ 40.00	\$ 7,200.00	\$ 40.75	\$ 7,335.00	\$ 48.00	\$ 8,640.00	\$ 31.00	\$ 5,580.00	\$ 33.25	\$ 5,985.00
25	New 30" Curb and Gutter	390	lf	\$ 40.00	\$ 15,600.00	\$ 52.20	\$ 20,358.00	\$ 31.00	\$ 12,090.00	\$ 33.00	\$ 12,870.00	\$ 35.50	\$ 13,845.00
26	New 30" Curb and Gutter - Repair Areas	470	lf	\$ 60.00	\$ 28,200.00	\$ 58.50	\$ 27,495.00	\$ 35.00	\$ 16,450.00	\$ 36.00	\$ 16,920.00	\$ 38.75	\$ 18,212.50
27	New Concrete Flatwork (4" thick)	370	sf	\$ 10.00	\$ 3,700.00	\$ 8.35	\$ 3,089.50	\$ 6.10	\$ 2,257.00	\$ 10.00	\$ 3,700.00	\$ 11.05	\$ 4,088.50
28	New Concrete Flatwork (4" thick) - Repair Areas	4,950	sf	\$ 13.00	\$ 64,350.00	\$ 8.35	\$ 41,332.50	\$ 5.80	\$ 28,710.00	\$ 14.00	\$ 69,300.00	\$ 15.50	\$ 76,725.00
29	New Concrete Flatwork (6" thick)	3,550	sf	\$ 12.00	\$ 42,600.00	\$ 11.50	\$ 40,825.00	\$ 8.15	\$ 28,932.50	\$ 10.00	\$ 35,500.00	\$ 11.25	\$ 39,937.50
30	New Concrete Flatwork (6" thick) - Repair Areas	2,050	sf	\$ 16.00	\$ 32,800.00	\$ 11.50	\$ 23,575.00	\$ 9.10	\$ 18,655.00	\$ 16.00	\$ 32,800.00	\$ 17.75	\$ 36,387.50
31	New Concrete Pedestrian Access Ramp (8 ramps)	640	sf	\$ 35.00	\$ 22,400.00	\$ 12.55	\$ 8,032.00	\$ 18.25	\$ 11,680.00	\$ 21.00	\$ 13,440.00	\$ 22.10	\$ 14,144.00
32	Remove and Replace Manhole Concrete Collar	20	ea	\$ 850.00	\$ 17,000.00	\$ 621.40	\$ 12,428.00	\$ 900.00	\$ 18,000.00	\$ 620.00	\$ 12,400.00	\$ 995.00	\$ 19,900.00
STRIPING													
33	Remove Existing 4" Striping	1,000	lf	\$ 2.00	\$ 2,000.00	\$ 2.35	\$ 2,350.00	\$ 1.35	\$ 1,350.00	\$ 2.30	\$ 2,300.00	\$ 1.38	\$ 1,380.00
34	Remove Existing 24" Striping	110	lf	\$ 12.00	\$ 1,320.00	\$ 15.65	\$ 1,721.50	\$ 5.25	\$ 577.50	\$ 15.00	\$ 1,650.00	\$ 5.42	\$ 596.20
35	New 4" Traffic Striping (Solid Line)	177,920	lf	\$ 0.28	\$ 49,817.60	\$ 0.15	\$ 26,688.00	\$ 0.17	\$ 30,246.40	\$ 0.15	\$ 26,688.00	\$ 0.18	\$ 32,025.60
36	New 4" Traffic Striping (Skip Line)	4,800	lf	\$ 0.15	\$ 720.00	\$ 0.15	\$ 720.00	\$ 0.17	\$ 816.00	\$ 0.15	\$ 720.00	\$ 0.18	\$ 864.00
37	New 4" Traffic Striping (Broken Line)	525	lf	\$ 0.20	\$ 105.00	\$ 0.15	\$ 78.75	\$ 0.17	\$ 89.25	\$ 0.15	\$ 78.75	\$ 0.18	\$ 94.50
38	New 12" Traffic Striping (Solid Line)	3,560	lf	\$ 2.25	\$ 8,010.00	\$ 1.40	\$ 4,984.00	\$ 2.65	\$ 9,434.00	\$ 1.40	\$ 4,984.00	\$ 2.76	\$ 9,825.60
39	New 24" Traffic Striping (Solid Line)	1,500	lf	\$ 4.50	\$ 6,750.00	\$ 2.80	\$ 4,200.00	\$ 3.12	\$ 4,680.00	\$ 2.75	\$ 4,125.00	\$ 3.26	\$ 4,890.00
40	New Traffic Pavement Marking	102	ea	\$ 100.00	\$ 10,200.00	\$ 36.55	\$ 3,728.10	\$ 30.00	\$ 3,060.00	\$ 36.00	\$ 3,672.00	\$ 29.25	\$ 2,983.50
TOTAL (Items 1-40)				\$	1,466,664.10	\$	1,228,999.00	\$	1,316,561.00	\$	1,354,581.60	\$	1,686,434.50
ALTERNATE ITEMS													
19A	Seal Coat (TUFFCOAT P+)												
a	Hidden Valley Meadows	3080	sy	\$ 1.80	\$ 5,544.00	\$ 2.50	\$ 7,700.00	\$ 2.50	\$ 7,700.00	\$ 2.40	\$ 7,392.00	\$ 2.62	\$ 8,069.60
b	Canyon Meadows Park (West) Parking Lot	4318	sy	\$ 1.80	\$ 7,772.40	\$ 2.50	\$ 10,795.00	\$ 2.50	\$ 10,795.00	\$ 2.40	\$ 10,363.20	\$ 2.62	\$ 11,313.16
c	View Drive	3430	sy	\$ 1.80	\$ 6,174.00	\$ 2.50	\$ 8,575.00	\$ 2.50	\$ 8,575.00	\$ 2.40	\$ 8,232.00	\$ 2.62	\$ 8,986.60
19B	Seal Coat (MASTERSEAL)												
a	Hidden Valley Meadows	3080	sy	\$ 1.75	\$ 5,390.00	\$ 2.00	\$ 6,160.00	\$ 2.50	\$ 7,700.00	\$ 2.40	\$ 7,392.00	\$ 2.70	\$ 8,316.00
b	Canyon Meadows Park (West) Parking Lot	4318	sy	\$ 1.75	\$ 7,556.50	\$ 2.00	\$ 8,636.00	\$ 2.50	\$ 10,795.00	\$ 2.40	\$ 10,363.20	\$ 2.70	\$ 11,658.60
c	View Drive	3430	sy	\$ 1.75	\$ 6,002.50	\$ 2.00	\$ 6,860.00	\$ 2.50	\$ 8,575.00	\$ 2.40	\$ 8,232.00	\$ 2.70	\$ 9,261.00

Project Engineer 

Date 3/21/23

SOUTH WEBER CITY CORPORATION
2023 STREET MAINTENANCE PROJECT
OVERALL PROJECT LOCATION MAP



LEGEND:

- MILL AND OVERLAY (SEE ALSO SHEETS 4-7)
- CHIP AND SEAL
- STRIPING (SEE ALSO SHEET 3)
- CONCRETE (SEE ALSO SHEETS 12-19)
- SEAL COAT
- ASPHALT REPAIR (SEE SHEETS 8-9)

SEE SHEETS 4-6

SEE SHEETS 7

DATE	DESCRIPTION

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



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

April 11, 2023

PREPARED BY

Lisa Smith
Election Official

ITEM TYPE

Administrative

ATTACHMENTS

Resolution 23-08
Agreement with Costs

PRIOR DISCUSSION DATES

February 7, 2023

AGENDA ITEM

Resolution 23-08: Interlocal Cooperation Agreement for Municipal Election Services

PURPOSE

South Weber has three Council seats up for election in 2023 and needs the help of Davis County to run the election.

RECOMMENDATION

Staff recommends approval.

BACKGROUND

Municipal elections are held in odd numbered years. Election processes are complicated and costly. South Weber relies on Davis County to provide the necessary support to run the election. Some of the costs are shared with participating cities and the number participating is currently unknown. The number of registered voters also factors in the amount. The estimated cost is \$9,152.89 per election so if both a primary and general election are held the total is estimated to be \$18,305.78 which is about \$1,000 more than the last election. If any of the water districts participate, they will share a small portion of the cost.

ANALYSIS

Elections are highly regulated. Davis County has the expertise and resources to run the election. The cost and time involved would be unmanageable by the city without their help.

RESOLUTION 23-08

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING A MUNICIPAL ELECTION SERVICES AGREEMENT
WITH DAVIS COUNTY**

WHEREAS, three Council positions will need to be filled this year; and

WHEREAS, South Weber City will hold primary and general elections as required based on the number of candidates who file; and

WHEREAS, Davis County has the means and knowledge to assist in holding both a general, and if necessary, primary election; and

WHEREAS, City Council finds it in the best interest of the city to contract for these services;

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

Section 1. Approval: The interlocal cooperation agreement for municipal election services with Davis County 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 11th day of April, 2023.

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

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1

**INTERLOCAL COOPERATION
AGREEMENT FOR MUNICIPAL
ELECTION SERVICES**

INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

This Interlocal Cooperation Agreement for Municipal Election Services is made and entered into by and between DAVIS COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as “County,” and _____ City, a municipal corporation of the state of Utah, hereinafter referred to as “City.” County and City may be referred to collectively as the “Parties” herein or individually as a “Party” herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2023 upon the following terms and conditions; and

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the “Act”), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement.

NOW, based upon the foregoing and in consideration of the mutual terms and conditions set forth hereafter, the Parties hereto agree as follows:

1. County’s Obligations. County agrees to provide to City, if needed for the primary election in August 2023, and if needed for the general election in November 2023, the following:
 - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - 1.7. Canvass reports;
 - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
 - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
 - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.13. If required, in cooperation with the City, conduct an election audit; and
 - 1.14. Store all election returns for the required twenty-two (22) months.

2. City's Obligations. City agrees to do the following:
 - 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities outlined by applicable law;
 - 2.2. Enter into a polling location Hold Harmless Agreement, if needed;
 - 2.3. Perform Declaration of Candidacy filing;
 - 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
 - 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
 - 2.6. Review and approve the accuracy of the printed and audio of ballot formats;
 - 2.7. Arrange and conduct election canvass;
 - 2.8. Prepare candidate certificates;
 - 2.9. Perform all other election related duties and responsibilities not outlined in this Agreement but required by applicable law; and
 - 2.10. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.
3. Compliance with Utah Law. The Parties each agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the State of Utah.
4. Compensation. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A." The payment by City to County under this Agreement shall be made within thirty (30) days of City receiving an invoice prepared by County relating to this Agreement. If this Agreement is terminated early by either Party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this Agreement prior to the date that this Agreement is terminated.
5. Effective Date. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").
6. Term of Agreement. This Agreement shall continue in effect until 30 days after the 2023 elections or upon invoicing, whichever occurs later, unless extended or terminated earlier by the Parties.
7. Termination. This Agreement may be terminated by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party upon written notice after any material breach of this Agreement;
 - 7.3. By either Party, without cause, 30 days after the terminating Party mails a written notice to terminate this Agreement to the other Party; or
 - 7.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. Indemnification. Each Party agrees to indemnify the other Party, its officers, agents, representatives, officials, employees, and volunteers for and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation that arise out of this Agreement, or relate to this Agreement and/or the acts or omissions of the indemnifying Party and/or the Party's representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Party (collectively, the "Party Representatives") are known. No term or condition of this Agreement shall limit or waive any liability that the Parties may have arising from, in connection with, or relating to this Agreement and/or the Parties Representatives' acts or omissions. It is expressly understood and agreed that the terms, provisions, and promises of this Section shall survive the termination of this Agreement.
9. Governmental Immunity Act. The County and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.
10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Attorney Review. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. Independent Parties. Each Party acknowledges, understands, and agrees that its Party Representatives are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is writing and signed by the Party granting the waiver.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this agreement. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.
15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
16. Assignment Restricted. This Agreement may not be assigned without prior written consent of both of the Parties.
17. Utah Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.
18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
19. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
20. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or third party shall have any rights under this Agreement.
21. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
22. Time of Essence. Time is of the essence of all provisions of this Agreement.

23. Conflict of Terms. In the event of any conflict between the terms of this Agreement and any documents referenced in this Agreement or incorporated into this Agreement by reference, including exhibits or attachments to this Agreement, this Agreement shall control.
24. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement. Digital signatures shall have the same force and effect as original signatures.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

Lorene Miner Kamalu, Chair,
Board of Davis County Commissioners
Date: _____

ATTEST:

Brian McKenzie
Davis County Clerk

The undersigned and authorized attorney of Davis County has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Neal Geddes
Davis County Deputy Attorney

CITY of _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

Print Name: _____

Title: _____

The undersigned and authorized attorney of _____ City has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Print Name: _____

Title: _____

EXHIBIT A

(Election Costs Schedule)

**Exhibit A - Election Cost Schedule
2023**

Poll Worker Compensation	COST	Notes
Poll Manager (PM)	\$180.00	
Training Course(s)	\$50.00	
Assistant Poll Manager	\$180.00	
Training Course(s)	\$50.00	
Receiving Clerk	\$155.00	
Training Course(s)	\$35.00	
Ballot Clerk	\$155.00	
Training Course(s)	\$35.00	
Host	\$145.00	
Training Course(s)	\$25.00	
Alternate Poll Workers	\$335.00	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	.25 per mile	
Poll Worker Recruitment and Training		
Poll Worker Recruitment and Processing	\$10.00	
Training Creation and Preparation (Includes equipment and preparation)	\$1,000.00	Shared with all cities/districts
Poll Worker Handbook and Supplies (each poll worker)	\$5.00	This includes the cost of printing and mailing
Poll Worker Training (per person)	\$20.00	
Personal Protective Equipment and Supplies	\$0.00	Shared with all cities/districts
Equipment		
Express Vote	\$75.00	
Testing Pre and Post election		
Security Seals		
Express Vote Ballot Stock		
Memory Media Programming	\$15.00	
DS200	\$75.00	
Testing Pre and Post election		
Security Seals		
Report Paper Roll		
Memory Media Programming	\$15.00	
Voting Booth Rental (each)	\$5.00	
Vote Here Signs (4 per location)	\$5.00	
WIFI Connection	\$80.00	
Receiving Clerk Electronic Poll Book	\$75.00	
Ballot Printing Station	\$75.00	
Consumable Supplies		
Ballot Stock (BOD) per sheet	\$0.20	
Polling Location Supplies (per location)	\$40.00	(Forms, envelopes, instructions, signs, stickers, pens, etc.)
Rover Kits (each, usually need 5-7)	\$25.00	Shared equally by all cities/districts
Administrative Services		
Election Programming Per City/District	\$200.00	City/District Setup, Ballot Layout/Programming and Audio
Election Notices (optional - at actual cost)	\$0.00	Shared equally by all cities/districts
Public L&A Demonstration (testing, programming & demonstration)	\$300.00	Shared equally by all cities/districts
Early Voting Administration	\$500.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - usually need 5-7)	\$500.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	\$2,000.00	Shared equally by all cities/districts
Election Night Security	\$200.00	Shared equally by all cities/districts
Rovers Training Class	\$200.00	Shared equally by all cities/districts
Election Day Help Desk Staff	\$450.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	\$250.00	
Canvas Preparation Per City/District	\$75.00	
Equipment Delivery (per location)	\$75.00	
Equipment Pickup (per location)	\$75.00	
Web Support	\$200.00	Shared equally by all cities/districts
Provisional Verification (per provisional ballot)	\$0.80	
Election Administration Support	\$200.00	
Clerk Staff (per-hour for any additional services)	\$25.00	

By-Mail Supplies and Services

Supplies

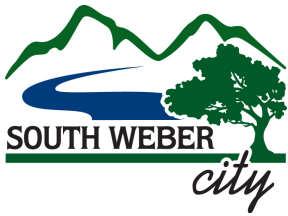
By-Mail Outer Envelopes	\$0.11	
By-Mail Inner Return Envelopes	\$0.11	
By-Mail Ballots	\$0.32	
Test Deck Paper Ballots (actual cost may vary)	\$1,000.00	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	\$16.53	Shared equally by all cities/districts

Services

Election Art/Set-up Production By Runbeck	\$3,000.00	Shared equally by all cities/districts
Database Setup By Runbeck	\$3,000.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By Runbeck	\$0.25	
Signature Verification and Tabulation (each returned) By County	\$0.40	

Postage

Postage Outbound	\$0.12	Actual Postage
In-Bound - includes postage and drop box pickup	\$0.68	
Returned Undeliverable - includes postage and processing	\$0.75	



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

March 28, 2023

PREPARED BY

Mark McRae
Finance Director

ITEM TYPE

Legislative

ATTACHMENTS

Consolidated Fee
Schedule 2023-4-11 8

Consolidated Fee
Schedule 2023-4-11
Redline 8

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Amend Consolidated Fee Schedule Chapter 7-4

PURPOSE

The Water Impact Fee Schedule needs to be amended to show the adopted rates in the Water Impact Fee Analysis for 2023, 2024, 2025, and 2026.

RECOMMENDATION

Staff recommends approval

BACKGROUND

The Culinary Water Impact Fees Analysis (Water IFA) was adopted February 27, 2017. The analysis shows the water impact fees that are to become effective on January 1 of each succeeding year. The current Consolidated Fee Schedule was adopted October 25, 2022. This schedule includes the water impact fees thru December 31, 2022. It does not show the change that was to be scheduled to be effective January 1, 2023.

ANALYSIS

The resolution is to amend Chapter 7-4 on page 8 of the current fee schedule to show the water impact fees for 2023, 2024, 2025, and 2026. This table is the only change to the fee schedule.

Valuations below \$10,000 \$50

D. Miscellaneous Building Permits

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

CHAPTER 7: IMPACT FEES

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

1. Parks and Trails

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

2. Public Safety Fire Station

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

3. Recreational Building

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

4. Water

(Fees based on Water Meter Size)

	Ratio	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>
Residential 1"	1	<u>\$ 1,351</u>	<u>\$ 1,379,265</u>	<u>\$ 1,407,294</u>	<u>\$ 1,435,322</u>
Commercial 1½ "	1.5	<u>\$ 2,026</u>	<u>\$ 2,068,897</u>	<u>\$ 2,110,806</u>	<u>\$ 2,152,983</u>
Commercial 2"	2	<u>\$ 2,702</u>	<u>\$ 2,758,530</u>	<u>\$ 2,814,588</u>	<u>\$ 2,870,644</u>
Commercial 3"	6.4	<u>\$ 8,646</u>	<u>\$ 8,825,096</u>	<u>\$ 9,004,284</u>	<u>\$ 9,184,460</u>
Commercial 4"	10	<u>\$13,510</u>	<u>\$13,790,650</u>	<u>\$14,070,940</u>	<u>\$14,350,320</u>

5. Sewer

	Ratio	Fee	Description
Residential	1	\$ 2,933	Single Family, Duplexes, Townhomes, Condos
Apartments	0.75	\$ 2,200	per unit, 3+ units per complex

Valuations below \$10,000 \$50

D. Miscellaneous Building Permits

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

CHAPTER 7: IMPACT FEES

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

1. Parks and Trails

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

2. Public Safety Fire Station

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

3. Recreational Building

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

4. Water

(Fees based on Water Meter Size)

	Ratio	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Residential 1"	1	\$ 1,351	\$ 1,379	\$ 1,407	\$ 1,435
Commercial 1½ "	1.5	\$ 2,026	\$ 2,068	\$ 2,110	\$ 2,152
Commercial 2"	2	\$ 2,702	\$ 2,758	\$ 2,814	\$ 2,870
Commercial 3"	6.4	\$ 8,646	\$ 8,825	\$ 9,004	\$ 9,184
Commercial 4"	10	\$13,510	\$13,790	\$14,070	\$14,350

5. Sewer

	Ratio	Fee	Description
Residential	1	\$ 2,933	Single Family, Duplexes, Townhomes, Condos
Apartments	0.75	\$ 2,200	per unit, 3+ units per complex

RESOLUTION 23-09

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
AMENDING THE CONSOLIDATE FEE SCHEDULE TO REFLECT
WATER IMPACT FEE RATE INCREASE CHAPTER 7 SECTION 4**

WHEREAS, an Impact Fee Analysis (IFA) for culinary water was completed in 2017; and

WHEREAS, each January the water impact fee rate increases based on the IFA; and

WHEREAS, the fees for 2023 through 2026 need to be updated;

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

Section 1. Amendment: South Weber Consolidated Fee Chapter 7 Section 4 will be amended as follows in the chart below:

4. Water

(Fees based on Water Meter Size)

	Ratio	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Residential 1"	1	\$ 1,351	\$ 1,379	\$ 1,407	\$ 1,435
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Commercial 3"	6.4	\$ 8,646	\$ 8,825	\$ 9,004	\$ 9,184
Commercial 4"	10	\$13,510	\$13,790	\$14,070	\$14,350

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 28th day of March 2023.

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

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

March 28, 2023

PREPARED BY

David Larson

City Manager

ITEM TYPE

Legislative

ATTACHMENTS

None

PRIOR DISCUSSION DATES

[February 7, 2023](#)

[February 13, 2023](#)

None

AGENDA ITEM

Fire Department Fleet Program & Quint Purchase

PURPOSE

Determine the fire fleet large apparatus rotation philosophy and potentially authorize purchase

RECOMMENDATION

The public safety committee is meeting between the writing of this report and City Council meeting to discuss this item and hopefully prepare a recommendation. Staff Report will be amended with that additional information following the committee meeting

BACKGROUND

City Council discussed the purchase of a new quint large fire apparatus on February 7 and February 13. The Council tabled the item until the public safety committee could research funding options further. The Committee met on February 22, March 1, and will again on March 23 to hopefully finalize a recommendation.

Syracuse City has recently placed a 20 year old used quint up for auction and bids are due by the end of this month. The Council needs to discuss the large apparatus philosophy and purchase options during this meeting if the Council wants to consider submitting a bid for Syracuse's vehicle by the deadline.

ANALYSIS

To be provided after the committee meeting