

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, June 27, 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: 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).

ACTION ITEMS

4. Ordinance 2023-08: City Code Title 2 Chapter 1 Procurement
- 5. Public Hearing on FY 2023 Budget Amendment #2**
6. Resolution 23-25: FY 2023 Budget Amendment #2
7. Resolution 23-26: Interlocal Cooperation Agreement with Davis County for Law Enforcement
8. Resolution 23-27: FY 24 Consolidated Fee Schedule
9. Resolution 23-28: Issuance and Sale of Lease Revenue Bonds, Series 2023
10. Suspend Council Meeting and Convene Local Building Authority Board Meeting
11. Resolution 23-29: Policies and Procedures
12. Fraud Risk Assessment

REPORTS

13. New Business
14. Council & Staff

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

15. Discuss the Sale of Real Property
16. Adjourn

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

The undersigned City Recorder for the municipality of South Weber City hereby certifies that a copy of the foregoing notice was mailed/emailed/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: 06-20-2023

CITY RECORDER: Lisa Smith



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

06/27/2023

PREPARED BY

Mark McRae
Finance Director

ITEM TYPE

Legislative

ATTACHMENTS

Redlined Procurement
Policy
Ordinance 23-08
Procurement Policy

PRIOR DISCUSSION DATES

n/a

AGENDA ITEM

Ordinance 23-08: CITY CODE TITLE 2 CHAPTER 1, PROCUREMENT

PURPOSE

Amend the Procurement code to remove the newspaper publishing requirement, and to remove City Council approval for purchases previously listed and approved in the adopted budget.

RECOMMENDATION

Committee recommends approval

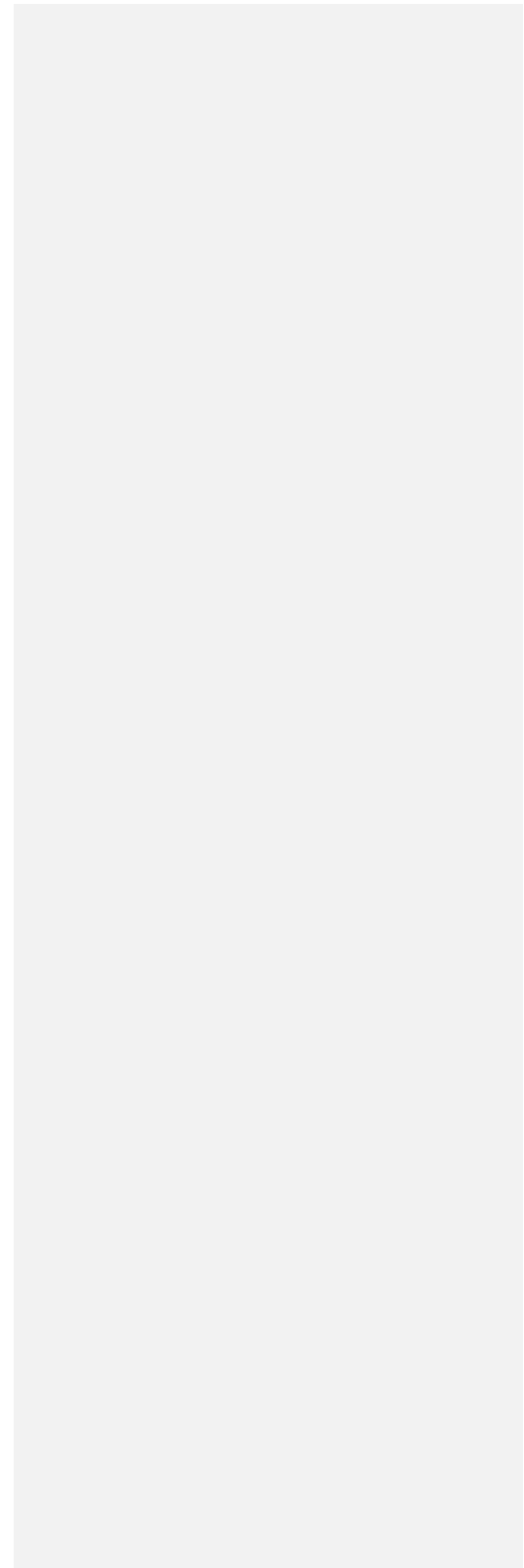
BACKGROUND

The Procurement Policy was last adopted in 2020. The State of Utah has removed the requirement to publish procurement notices in a newspaper. South Weber is changing our city code to reference state code requirements.

After committee review, the procurement policy is being amended to remove the requirement for City Council approval on certain purchases. For purchases that are listed in the city budget and approved through the adoption of the city budget, a second approval of the City Council is no longer required.

ANALYSIS

EXHIBIT A
Title 2
Revenue and Taxation



**TITLE 2
REVENUE AND TAXATION**

**Chapter 1
Procurement**

2-1-010:	PURPOSE AND SCOPE
2-1-020:	DEFINITIONS
2-1-030:	APPLICATION
2-1-040:	PROCUREMENT OFFICERS; DUTIES AND AUTHORITY
2-1-050:	AUTHORIZATION LIMITS
2-1-060:	STANDARD PROCUREMENT PROCESSES
2-1-070:	CANCELLATION AND REJECTION OF BIDS AND PROPOSALS
2-1-080:	BONDS AND BID SECURITY
2-1-090:	CONTRACTS AND CHANGE ORDERS
2-1-100:	PROTEST OF SPECIFICATIONS OR AWARD OF PROCUREMENT CONTRACT; APPEAL
2-1-110:	BUDGET LIMITATION
2-1-120:	DELIVERY OF SUPPLIES
2-1-130:	INVENTORY MANAGEMENT
2-1-140:	DESIGN PROFESSIONAL SERVICES
2-1-150:	PETTY CASH
2-1-160:	CITY PURCHASING CARDS
2-1-170:	DISPOSAL OF SURPLUS PROPERTY
2-1-180:	ADVERTISING REQUIREMENTS
2-1-190:	ETHICS
2-1-200:	VIOLATIONS

2-1-010: PURPOSE AND SCOPE. The purpose of this chapter is to establish procedures and guidelines for the procurement of supplies, services, and construction for the City of South Weber, and to ensure that all such purchases and encumbrances are of acceptable quality and are made equitably, efficiently, and economically. A second purpose of this chapter is to establish procedures for the disposal of City surplus property.

2-1-020: DEFINITIONS. As used in this chapter:

- A. **BUILDING IMPROVEMENT** means the construction or repair of a public building or structure.
- B. **CAPTIAL EXPENDITURE** means a capital asset purchase greater than \$10,000 and a life expectancy of three years or more or extends the life of the asset.
- C. **CHIEF PROCUREMENT OFFICER** means the City Manager.
- D. **CITY** means the City of South Weber, Utah.

- E. CLASS C ROAD IMPROVEMENT PROJECT means the construction and maintenance of a class C road.
- F. CONSTRUCTION MATERIALS mean the supplies and services used to complete a construction project.
- G. CONSTRUCTION OF CLASS C ROADS means work that would apply to any new City roadbed either by addition to existing systems or relocations; resurfacing of existing roadways with more than two inches of bituminous pavement; or new structures or replacement of existing structures, except the replacement of drainage culverts.
- H. CONSTRUCTION PROJECT means a building improvement, public works project, or class C road improvement project. Construction project does not mean the routine operation, repair, or maintenance of existing structures, buildings, or real property.
- I. DEPARTMENT HEAD means the director of a department, including Public Works, Finance, Recreation, and Fire, that oversees the professional, administrative, and managerial duties pertaining to the operations and performance of their respective department.
- J. DESIGN PROFESSIONAL means an individual licensed as an architect, professional engineer, professional land surveyor, or an individual certified as a commercial interior designer.
- K. DESIGN PROFESSIONAL SERVICES mean professional services within the scope of the practice of architecture, professional engineering, professional land surveying, master planning and programming services, or commercial interior design.
- L. EMERGENCY PROCUREMENT means the procurement of supplies, services, or construction materials that cannot be purchased through normal procurement methods due to an existing or imminent emergency condition. An emergency condition is a situation which creates an immediate and serious threat to public health, life, safety, or property. An emergency condition is usually, but not always, the result of floods, natural disasters, epidemics, riots, or critical equipment failures.
- M. EMPLOYEE means an individual duly employed and authorized by the City to make purchases for the City.
- N. INVITATION FOR BIDS means a procurement document used for seeking competition for large expenditure purchases or small expenditure purchases that may ultimately exceed the aggregate threshold for a small expenditure purchase, and which is submitted electronically or in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of bids.
- O. MAINTENANCE OF CLASS C ROADS means the keeping of a road facility in a safe and stable condition to which it was constructed or improved, and includes the reworking

of an existing surface by the application of up to and including two inches of bituminous pavement; the installation or replacement of guardrails, seal coats, and culverts; the grading or widening of an existing unpaved road or flattening of shoulders or side slopes to meet current width and safety standards; and horizontal or vertical alignment changes necessary to bring an existing road into compliance with current safety standards.

- P. **PROCUREMENT** means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise encumbering the City as a means of acquiring supplies, services, or construction materials, and all functions that pertain to obtaining any supply, service, or construction materials, including the solicitation of sources, selection, award, and all phases of contract administration.
- Q. **PROFESSIONAL SERVICES** mean auditing, banking, insurance, legal, and other forms of professional consulting, but not design professional services.
- R. **PUBLIC WORKS PROJECT** means the construction of a park or recreational facility, a pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control, or street lighting. Public works project does not include the replacement or repair of existing infrastructure on private property.
- S. **PURCHASE ORDER** means a procurement document issued by the purchaser to formalize a purchasing transaction or contract with a supplier. A purchase order encumbers funds that were properly appropriated for a particular purchase from an approved budget account. A purchase order is sent to a supplier to initiate or place an order.
- T. **QUOTE** means an electronic or written offer to sell goods or services at a certain price, under specified conditions.
- U. **RESPONSIVE AND RESPONSIBLE BIDDER** means a person who submits a bid that conforms in all material aspects to the bid specifications, and who has the capability in all respects to perform in full the contract or purchase order requirements in a timely manner.
- V. **REQUEST FOR PROPOSALS** means a document used to solicit proposals to provide a procurement item to a procurement unit, including all other documents that are attached to that document or incorporated in that document by reference.
- W. **REQUEST FOR QUALIFICATIONS** means a document used to solicit the qualifications, experience, training, and ability to perform a given task or project.
- X. **SEALED BIDS** are submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of bids.
- Y. **SERVICES** mean the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the

required performance. “Services” does not include employment agreements or collective bargaining agreements.

Z. SOLE SOURCE PROCUREMENT means the procurement of supplies or services that are only available from a single supplier or manufacturer.

AA. SOLICITATION means the process of notifying prospective bidders that the City wishes to receive quotes, bids, or proposals for supplies or services. The process may consist of public advertising, invitations to bid, or requests for proposals to prospective bidders.

BB. SUPPLIES mean all personal property, including but not limited to goods, equipment, materials and printing.

2-1-030: APPLICATION.

A. All procurement-related expenditures of the City shall conform to the provisions of this chapter and applicable provisions of State law including, but not limited to, the Uniform Fiscal Procedures Act set forth at Utah Code Ann. §10-6-101, et seq., as amended. Any expenditure involving federal assistance funds shall comply with applicable federal law and regulations. Any expenditure involving the construction, maintenance or improvement of a class C road or work using class C funds shall comply with Utah Code Ann. 72-6-108 and 72-6-109, as amended.

B. Procurement-related expenditures not covered under this chapter shall follow the Utah Procurement Code, Utah Code Ann. 63G-6a-101 et seq.

C. All procurement shall follow the ethical standards of the Utah Municipal Officers’ and Employees’ Ethics Act, Utah Code Ann. 10-3-1301, et seq.

D. The City shall maintain records pertaining to purchases and encumbrances made under this chapter in accordance with the Utah Government Records Access and Management Act, Utah Code Ann 63G-2-101 et seq.

E. No check or warrant to cover any claim against appropriations may be drawn until the claim has been processed according to the relevant provisions of this chapter.

2-1-040: PROCUREMENT OFFICERS; DUTIES AND AUTHORITY.

A. The City Council shall approve all procurement by the City. The City’s procurement authority is hereby delegated as provided in this chapter.

B. The City Manager shall act as the Chief Procurement Officer. The Chief Procurement Officer, or designee, shall review all procurements or encumbrances made to ensure accuracy and compliance with this chapter.

- C. The Chief Procurement Officer or Mayor may sign contracts as specifically authorized in advance by the City Council.
- D. The Chief Procurement Officer shall be responsible for all purchasing and may delegate the following duties to the Purchasing Agent, who shall be the Finance Director, or to a Department Head as necessary:
 - 1. administering and interpreting this chapter in accordance with any applicable federal, state and local laws, and finance department policies and procedures for carrying out the provisions of this chapter;
 - 2. procuring or supervising the procurement of all supplies and services needed by the City, including preparation of specifications, and negotiating and obtaining the authorized signatures on procurement contracts and purchase orders;
 - 3. exercising general supervision and control over all inventories or supplies of the City and the inspection of and accounting for all such inventories or supplies;
 - 4. preparing and maintaining forms and reports as are reasonably necessary to the operation of this chapter and other rules and regulations of the City;
 - 5. keeping generally informed of current developments in the field of procurement, including market conditions and new products;
 - 6. providing a copy of all contracts and agreements to the City Recorder immediately upon their execution; and
 - 7. administering the sale, trade, exchange, or disposal of the City's surplus personal property.

2-1-050: AUTHORIZATION LIMITS

- A. Department heads may authorize purchase of supplies, services and materials which do not exceed \$4,999 and may sign the contracts pertaining thereto, provided the purchases are made in accordance with procedures set forth in this chapter and there are funds in the department budget to cover the purchases to be made.
- B. Purchases of supplies, services, or construction materials between \$5,000 and \$9,999 require prior approval of the Department Head and the Chief Procurement Officer. The Chief Procurement Officer shall verify that the procedures set forth in this chapter have been accurately followed prior to giving approval and shall ensure there are sufficient funds budgeted and available to cover the purchases to be made.
- a. A purchase order shall be submitted for approval for the purchase of all supplies, services or construction in excess of \$5,000, except in circumstances permitted by this chapter

such as emergency purchases or for service contracts entered between the City and contracted party, which specify the cost of service.

- C. Purchases of supplies, services, or construction materials of more than \$10,000 require the approval of the Department Head, Chief Procurement Officer, and the City Council. The Chief Procurement Officer shall verify that the procedures set forth in this chapter have been accurately followed prior to the City Council giving approval. [Purchases over \\$10,000 are exempt from City Council approval when the supplies, services, or construction materials have been previously listed and approved in the current fiscal year budget.](#)

2-1-060. STANDARD PROCUREMENT PROCESSES.

Table: Procurement Summary

Amount	Authorization	Process	Policy Reference
\$0 - \$999	Department Head	Small	2-1-060.A.1.a
\$1,000 - \$4,999	Department Head	Small or Exempt	2-1-060.A or C
\$5,000 - \$9,999	City Manager	Small or Exempt	2-1-060.A or C
\$10,000 - \$24,999	City Council *	Small or Exempt	2-1-060.A or C
\$25,000 +	City Council	Large or Exempt	2-1-060.B or C

- [Purchases \\$10,000 - \\$25,000 are exempt from City Council approval when the items have been previously listed and approved in the current fiscal year budget.](#)

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A. Small Purchases.

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1. The City’s policy and procedure governing purchases under \$25,000 is as follows:

- a. Before making a ~~purchase~~**purchase of** less than \$1,000, the Department Head responsible for purchase shall use means which are reasonable under the circumstances to assure that the City is getting good value and a reasonable price.
- b. A purchase of goods or services greater than \$1,000 but not exceeding \$25,000 shall be awarded after solicitation of price quotes from enough prospective vendors to reasonably ensure that the City received a competitive price, unless an exempt expenditure process in 2.1.060.C is followed. Solicitations may be made electronically or in writing. The Purchasing Agent or Department Head shall evaluate the quotes received to determine the lowest responsible and responsive quote. Such quotes shall be recorded and kept by the City.
- c. It is unlawful for a person to intentionally or knowingly divide a procurement into small procurements with the intent to make the procurement qualify as a small purchase or meet the small purchase threshold of \$25,000.

- d. Purchases for construction, job order contracting, design professional services, other professional services, information technology, and goods may not exceed an annual cumulative threshold of \$25,000 from the same source, unless the Chief Procurement Officer gives written authorization to exceed the threshold that includes the reasons for exceeding the threshold.

B. Large Purchases.

1. The City's policy and procedure governing purchases of \$25,000 and over is as follows:
 - a. A purchase of goods or services \$25,000 or over shall be awarded with a bidding procedure, unless an exempt expenditure process in 2.1.060.C is followed.
2. Bidding Procedures.
 - a. Type of Purchases and Bid Limits. The following purchases and bid limits require bidding procedures:
 - i. capital equipment purchases estimated to cost \$25,000 or more; and
 - ii. building improvement or public works projects estimated to cost \$25,000 or more.
 - b. Plans and Specifications. The City shall cause plans and specifications to be prepared and approved prior to any Invitation for Bids.
 - c. Invitation for Bids. An Invitation for Bids shall be prepared by the City and shall include:
 - i. a description of the goods or services to be purchased or work to be performed;
 - ii. contract terms, conditions, and bond requirements applicable to the purchase or work;
 - iii. the criteria that will be used to evaluate the bid;
 - iv. notification of the location where plans, specifications and other information may be obtained;
 - v. the time and place of the bid opening; and
 - vi. the right of the City to reject any and all bids.

- d. Publication. Public notice of an invitation for bids shall follow applicable state law.
- e. Amendment. The City may amend, supplement, or cancel an Invitation for Bids at any time prior to the opening of the bids when deemed in the best interest of the City.
- f. Submission. All bids received by the City shall be received according to the instructions in the Invitation for Bid. The bids shall not be opened or reviewed prior to the time set for opening of the bids, except as provided in subsection 2-1-060. B.2.g.
- g. Correction or Withdrawal of Bids. The City may permit correction or withdrawal of bids prior to any bid opening. After bid opening, no changes in bid prices may be permitted. However, the City, in its discretion and upon a showing of hardship by the bidder, may allow the withdrawal of a bid containing a substantial error. Any decision to permit the correction or withdrawal of bids shall be supported, in writing, by the City.
- h. Opening Bids. Bids shall be opened in public and in the presence of one or more documented witnesses at the time and place designated in the Invitation for Bids. Bids shall be opened by the Chief Procurement Officer or designee.
- i. Recording Bids. The total amount of each bid and the name of the bidder shall be read aloud as the bids are opened, and such information shall be recorded and open to public inspection.
- j. Evaluating Bids. At the time of opening, the bids shall be briefly reviewed by the City to determine the apparent lowest responsible and responsive bidder based on the criteria set forth in the Invitation for Bids. Bids shall thereafter be fully evaluated within a reasonable time by the Purchasing Agent or designee to determine the lowest responsive and responsible bidder, whose bid or quote conforms in all material aspects to the bid specifications, and who has the capacity in all respects to perform in full the contract or purchase order requirements in a timely manner. The Purchasing Agent or designee may not use criteria not described in the Invitation for Bids to evaluate a bid.
- k. Determination. The City may request additional information with respect to the responsibility of a bidder. The unreasonable failure of a bidder to promptly supply information or proof regarding responsibility may be grounds for a determination of non-responsibility or non-responsiveness of the bidder.
- l. Award. Following full evaluation of the bids, the City Council may accept, reject, or modify the determination and thereupon award the contract or reject any and all bids.

- m. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-soliciting bids, the Chief Procurement Officer or designee shall resolve a tie bid using the following considerations:
 - i. bidder closest to the point of delivery;
 - ii. bidder who received the previous award;
 - iii. bidder who will provide the earliest delivery date; or
 - iv. by drawing lots.
- n. Single Bids. In the event only one bid is received, the Purchasing Agent shall determine whether it is in the best interests of the City to re-solicit for additional bids or proceed with a procurement award using the single bid received.
- o. No Bids or Proposals. In the event no bids or proposals are received, the Purchasing Agent shall determine whether the delay of re-soliciting bids or proposals will be detrimental to the public interest. If a delay in re-soliciting bids or proposals will be detrimental to the public interest, the Purchasing Agent may purchase the supplies or services with as much competition as practicable under the circumstances.
- p. Dividing the Cost of a Construction Project. The cost of a construction project may not be divided to avoid exceeding the bid limit. However, the cost of a construction project that exceeds the bid limit may be divided if the selection procedures comply with the requirements of this chapter with respect to each part of the construction project that results from dividing the cost.
- q. Exceptions. Any exceptions to the procedures set forth in this section must be in the best interest of the City and must have prior written approval of the Chief Procurement Officer or designee.

C. Exemptions from Small and Large Purchases.

- 1. The following expenditures are exempt from the small and large purchases procedures of this chapter, but shall be made with as much competition as practical under the circumstances:
 - a. Procurement under City, County, State, or Federal Contracts or Pre-Qualified Lists. An expenditure for which requests for qualifications, competitive bidding, or price negotiation according to a procedure comparable to the City's process has already occurred at the City, county, state, or federal level.

b. Service Contracts and Professional Services. Service contracts and professional services, but not design professional services, are expenditures that, by their nature, are not reasonably adapted to award by competitive bidding. The Chief Procurement Officer or designee shall award service contracts and professional services contracts based on the Chief Procurement Officer's evaluation of the provider's professional qualifications, service ability, experience, cost of services, and other applicable criteria as may be established. A Request for Proposal or Request for Qualifications may be used to make such a determination. Prior to entering into a service or professional services contract, the Chief Procurement Officer shall determine that it is within the best interest of the City to do so, and that as many providers as practical have been considered for the service. Once a service or professional services contract has been issued, any periodic payments do not require additional approval from the Chief Procurement Officer, provided the contract payments have been properly budgeted. A department may proceed with a service contract or the purchase of professional services according to the terms and conditions of an existing City contract.

i. Request for Proposals

1. Form. When the City is unsure of what procurement item is required or the abilities of various providers, the Chief Procurement Officer or Purchasing Agent may prepare a Request for Proposals, which shall include such specifications as are known and the various skills and qualifications needed, to be used to obtain a procurement item.
2. Evaluating Proposals. Proposals shall be evaluated within a reasonable time by an evaluation committee comprised of at least three city employees to determine which proposal provides the best value to the City. The committee shall evaluate each responsive and responsible proposal, which proposal conforms in all material aspects to the proposal specifications, and which demonstrates the proposal has the capacity in all respects to perform in full the contract or purchase order requirements in a timely manner. Evaluation criteria for a proposal may include items such as experience, qualifications, approach to the project, references, management plans, schedule of delivery, cost, and other subjective or objective criteria. At any time during the evaluation process, the evaluation committee may request additional information from a proposer or proposers, including oral interviews or presentations. Criteria not described in the Request for Proposals may not be used to evaluate a proposal. See section 2-1-140 for soliciting design professional services using a Request for Proposals or Requests for Qualifications.

- c. Sole Source. Expenditures for goods or services which, by their nature, are not reasonably adapted to award by competitive bidding, including goods or services which can be purchased only from one source; contracts for additions to and repair and maintenance of equipment already owned by the City which may be more efficiently added to, repaired or maintained by a certain person or firm; and equipment which, by reason of the training of City personnel or an inventory of replacement parts, is compatible with the existing equipment owned by the City. Prior to any expenditure under this subsection, the Chief Procurement Officer shall determine, in writing, that the requirements of this subsection have been satisfied.
- d. Interlocal Agreement: An expenditure made in conjunction with an interlocal agreement between the City and another governmental entity in compliance with the Interlocal Cooperation Act, Utah Code Title 11, Chapter 13.
- e. Emergency Procurement. The existence of an emergency condition may create an immediate and serious need for supplies, services, repairs, or construction that cannot be met through normal procurement methods and policy. An emergency procurement of supplies, services, repairs, or construction shall be made using as much competition as practical under the circumstances. Emergency procurement shall be limited to only those supplies, services, repairs, or construction necessary to mitigate the emergency. Following an emergency expenditure, and as soon as practicable, a purchase order shall be submitted by the department for which the emergency purchase was made. Such purchase orders shall be treated as regular purchase orders and shall require the appropriate approval signatures as stated in this chapter.

2-1-070: CANCELLATION AND REJECTION OF BIDS AND PROPOSALS. The City reserves the right to cancel an Invitation for Bids, Request for Proposals, or to reject any or all bids or proposals. Any cancellation or rejection shall be in writing. If, after cancellation or rejection of all bids or proposals, the City decides to make the purchase or encumbrance, it shall, when required by State law, reinitiate the Invitation for Bids or Request for Proposals process. If after repeating the process, no satisfactory bid or proposal is received, the City may negotiate or make the improvement or acquisition or ~~enter~~enter into such other agreements as it deems necessary or desirable.

2-1-080: BONDS AND BID SECURITY.

- A. Performance and Payment Bonds. Prior to ~~entering~~entering into any contract, the City may require performance and payment bonds to be provided in such form and amounts as required by law and by the City as reasonably necessary to protect the best interest of the City.
- B. Bid Security. Contracts for construction projects may require a bid security in an amount equal to at least five percent of the amount of the bid.

2-1-090: CONTRACTS AND CHANGE ORDERS.

- A. The City may award exclusive and nonexclusive contracts. Unless a contract specifically states it is exclusive, it shall be deemed nonexclusive. "Nonexclusive" means that the City may award a contract to more than one contractor for similar supplies or services as deemed appropriate.
- B. A contract for supplies, services, or construction materials shall have a stated end date and may be entered into for any stated period of time deemed to be in the best interest of the City. The term of the contract and the conditions of renewal or extension, if any, shall be included in the solicitation. No contract may be renewed indefinitely.
- C. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriations of funds by the City Council.
- D. Contracts and purchase orders may be amended, modified, or supplemented only by written amendment to the contract or purchase order, executed by the parties thereto.
- E. The City Recorder shall countersign all contracts made on behalf of the City or to which the City is a party. Department heads shall provide the City Recorder with a fully conformed original copy of all procurement contracts upon their execution. The City Recorder shall maintain an indexed record of all procurement contracts.
- F. In the event a construction project has a change order or a price variance due to unknown or unforeseen circumstances, conditions, or factors affecting the outcome of the project, the Chief Procurement Officer shall notify the City Council of any condition that would exceed 20% of the original bid amount. Change orders in construction project contracts that cause the contract price to exceed the total project budget shall not be approved until reviewed and approved as a budget adjustment by the City Council.

2-1-100: PROTEST OF SPECIFICATIONS OR AWARD OF PROCUREMENT CONTRACT; APPEAL.

- A. Grievance: Any actual or prospective bidder, offeror or contractor who is aggrieved with the solicitation or award of a procurement contract may protest to the Purchasing Agent.
- B. Protest of Specifications: A protest regarding the specifications of a solicitation shall be submitted in writing to the Purchasing Agent prior to the opening of the bid and must list the pertinent facts giving rise to the protest.
- C. Protest of Contract or Purchase Award: A protest regarding the award of a procurement contract or purchase award shall be submitted in writing to the Purchasing Agent within five business days of the award of a procurement contract or purchase award and must list the pertinent facts giving rise to the protest. Untimely protests will not be considered.
- D. Stay of Proceedings: In the event of a timely protest, the City shall not proceed further with the solicitation or with the award of the contract or purchase until the protest is

sustained or rejected by the Purchasing Agent, unless an immediate award of the contract or purchase is required to protect substantial interests of the City.

- E. Protest Review: The Purchasing Agent shall determine if the protest is timely filed. If the Purchasing Agent determines the protest is timely filed, the protest shall be dismissed if the Purchasing Agent determines the protest alleges facts that, if true, do not provide an adequate basis for the protest. Otherwise, the Purchasing Agent shall uphold the protest.
- F. Appeal: Any person aggrieved of a determination of a Department Head, the Purchasing Agent or Chief Procurement Officer in connection with the provisions of this chapter may appeal the determination or action to the City Council within five business days from the Purchasing Agent's decision by filing a written appeal to the City Recorder, stating the reasons therefor. The City Council shall schedule a hearing on the matter within ten days of the Recorder's receipt of the appeal.

2-1-110: BUDGET LIMITATION. No expenditure or encumbrance shall be made for any supplies, services, or construction project that exceeds the funded amount in the City budget, except as may be provided in an emergency situation.

2-1-120: DELIVERY OF SUPPLIES. When supplies are delivered, the Purchasing Agent or the Department Head who requested the supplies shall inspect the supplies received to assure that the correct quantity and quality have been delivered. If the supplies delivered are satisfactory, the supplies shall be accepted and a copy of the packing slip, invoice, or other delivery document (or an electronic copy of such) shall be forwarded to accounts payable for review, payment, and filing.

2-1-130: INVENTORY MANAGEMENT. Department heads shall exercise supervision of all inventories of tangible City property within the control of or assigned to their departments. All City property located in warehouses and similar storage areas shall be inventoried annually. Accountability for the property shall reside with the respective Department Head.

2-1-140. DESIGN PROFESSIONAL SERVICES. The Purchasing Agent may establish criteria in a Request for Qualifications or Request for Proposals by which the qualifications of a design professional will be evaluated as provided by Utah Code Ann. 63G-6a-1502.5. The Purchasing Agent shall follow all requirements of Utah Code Ann. 63G-6a-1501 et seq. in securing design professional services, including appointing an evaluation committee of at least three members.

2-1-150. PETTY CASH. The City shall maintain a petty cash fund in which the total amount of cash, vouchers and receipts shall not exceed \$300. The petty cash fund shall be kept in a locked box maintained by the City Treasurer. A City employee may receive up to \$50 from the petty cash fund for any lawful and necessary expenditure to be made on behalf of the City and shall sign a petty cash voucher showing the amount received and an explanation of the intended use of the money. Within three business days after making the expenditure, the employee shall return any excess money to the petty cash fund and staple the itemized receipt for the expenditure to the petty cash voucher. Employees shall not receive any money from the petty cash fund for personal use. When money in the petty cash fund falls below \$100, the City Treasurer shall draft a check to the petty cash fund to raise the amount of currency in the fund to \$300.

2-1-160. CITY PURCHASING CARDS.

- A. City employees and officials who have been issued a City purchasing card may use such card for City purchases and are encouraged, whenever possible, to use vendors with whom the City has an existing account. The card holder must deem that using the purchasing card is in the best interest of the City and would expedite the purchase process.
- B. All purchases made with City purchasing cards shall require a receipt. The receipt shall be turned in to the City Treasurer with the purchasing card monthly statement.
- C. The City Treasurer shall review all purchasing card statements.
- D. Personal purchases of any type on a City-issued purchasing card are strictly prohibited.
- E. Each employee who has access to a City purchasing card shall sign a purchasing card use agreement.
- F. Employees using City purchasing cards shall comply with Section 2-1-190 of this code. Anyone found in violation of this section may be subject to disciplinary action up to and including termination and may be subject to prosecution under the law.

2-1-170: DISPOSAL OF SURPLUS PROPERTY.

- A. Real Property.
 - 1. The City Council may authorize by resolution the disposal, including by sale, lease, or other lawful manner, of real property for the benefit of the City as provided by Utah Code Ann. 10-8-2, as amended. A significant parcel of real property is a parcel greater than one acre or that has a reasonable ~~value~~value of more than \$100,000.
 - 2. The Chief Procurement Officer shall make an initial determination that real property is surplus. Surplus real property may include real property that is not needed for City infrastructure; property whose cost to maintain outweighs its value to the City; property that is part of a trade that will benefit the City, the sale

of which will realize significant financial benefits to the City; or the disposal of which is otherwise in the public interest.

3. Before the City may dispose of a significant parcel of real property, the City shall provide notice and hold a public meeting at which the City Council shall accept public comment on the proposed disposition.
4. All disposal, leases, or subleases of such real property of the City other than a significant parcel of real property, shall be made, as nearly as possible, under the same conditions and limitations as required by this chapter for the purchase of property, including notice and bidding procedures.
5. The City Council may authorize at its discretion and under such terms and conditions as it deems desirable, fair and appropriate, considering the intended use, property tax value and the interests of the City, the sale of any surplus real property, through public auction or other method designed to best serve the interests of City residents and produce a fair return; the trade or exchange or any surplus real property; or the lease or sublease of any surplus real property.

B. Personal Property.

1. Whenever personal property is no longer needed by a City department, the Department Head having control of such property shall notify the Chief Procurement Officer or designee. The Chief Procurement Officer or designee shall notify other City departments of the availability of such property. If the property is requested, the Chief Procurement Officer or designee shall supervise the transfer of such property to the department requesting the property.
2. If City personal property becomes surplus, unused, obsolete, unsuitable for public use, or otherwise no longer needed, the property shall be disposed of as follows:
 - a. City personal property that is included in the fixed asset register shall not be disposed of, or sold through public auction, until such property is declared surplus by the City Council. Once this property is declared surplus by the City Council, it may be sold to the highest bidder by the Purchasing Agent through an approved public auction service provider or through public auction.
 - b. City personal property that was not originally included in the fixed asset register may be sold to the highest bidder by the Purchasing Agent through an approved public auction service provider or by conducting a public auction. The Chief Procurement Officer shall have the right to reject any bids or offers for City personal property when in the best interest of the City.
 - c. If a surplus item remains unsold after reasonable attempts to sell it through public auction, the Chief Procurement Officer may sell the surplus item to any person for

such price as the Chief Procurement Officer deems appropriate or may dispose of the item at the Chief Procurement Officer's discretion.

- d. Personal property that is fully consumed in its use for official City business shall be disposed of in any reasonable manner approved by the Purchasing Agent.
- e. Monetary proceeds from the sale or other disposition of items pursuant to this section which were an enterprise fund asset or purchased with enterprise fund revenues shall be credited to the respective enterprise fund. All other proceeds shall be credited to the City's general fund.
- f. Where personal property is of such a size, shape, or is so unique as to be unmarketable, the requirements of this section may be waived and such property may be sold or otherwise disposed of in any reasonable manner, with the approval of the City Council.

2-1-180 ADVERTISING REQUIREMENTS. All procurement solicitations shall conform to the following advertising requirements, as applicable. Unless otherwise stated, procurement solicitations may be posted in E-Procurement websites rather than advertised in a printed medium.

- A. Invitations for Bids and Requests for Proposals shall be advertised a minimum of five days in advance of the bid due date at least once in a generally and widely available medium, which may include newspapers, business journals or posted on an E-Procurement website.
- ~~B. Invitations for Bids for building improvement and public works projects shall be published at least twice in a newspaper published or of general circulation in the City, at least five business days before opening the bids; and in accordance with Utah Code Ann. § 45-1-101, as amended, at least five business days before opening the bids.~~
- ~~B. in accordance with applicable state law.~~
- C. Invitations for Bids for class C road improvement projects shall be advertised ~~at least once a week for three consecutive weeks in a newspaper of general circulation; and in accordance with Utah Code Ann. § 45-1-101, as amended, for three weeks~~ in accordance with applicable state law.
- D. Notice to surplus real property shall be provided at least 14 calendar days before the opportunity for public comment by posting the property with notice of the consideration of designating it surplus and mailing notice to each owner of real property within 300 feet of the property that is the subject of the proposed disposition as shown on the last assessment rolls of the county in which the property is located.
- E. Notice for the sale of surplus personal property shall be advertised at least ten business days prior to the sale or opening of bids at least once in ~~generally and widely available medium, a newspaper of general circulation;~~ or posted on a public surplus company

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website. The notice shall describe the property to be sold, the terms of sale and the place and time of such sale or bid opening.

2-1-190: ETHICS.

- A. Disclosure of Pecuniary Interest. Officers or employees of the City having a direct or indirect pecuniary interest in any contract entered into by the City shall disclose such interest. All officers and employees shall comply with applicable provisions of State law regarding ethics, including the Utah Municipal Officers' and Employees' Ethics Act, Utah Code Ann. 10-3-1301, et seq., as amended and adopted by the City.
- B. Personal Use. Purchase of supplies, services, or equipment by the City for personal use by officers or employees of the City is prohibited.
- C. Disciplinary Action. A violation of this section by officers or employees of the City may be cause for disciplinary action up to and including termination, in accordance with the disciplinary procedures set forth in the Personnel Policies and Procedures of the City.

2-1-200: VIOLATIONS. Any purchase or contract executed in violation of the provisions of this chapter or applicable state law shall be void as to the City, and any funds expended thereupon may be recovered by the City through appropriate action.

ORDINANCE 2023-08

AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL AMENDING CITY CODE TITLE 2 REVENUE AND TAXATION CHAPTER 1 PROCUREMENT

WHEREAS, it has become necessary to review City Procurement Policy to align with procedure and state statutes; and

WHEREAS, newspapers are no longer an advisable format for procurement bids or meeting notices and state laws have been modified allowing other methods of communication; and

WHEREAS, the Administration/Finance Committee reviewed the Procurement Policy and found a second review of approved small purchase budget expenditures to be redundant;

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

Section 1. Amendment: Title 2 Revenue and Taxation Chapter 1 Procurement will now read as included in **Exhibit A**.

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

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 27th day of June 2023.

MAYOR: Rod Westbroek

ATTEST: City Recorder, Lisa Smith

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

CERTIFICATE OF POSTING

I hereby certify that Ordinance 2023-08 was passed and adopted on the 27th day of June 2023 and that complete copies of the ordinance were posted in the following locations within the City this 28th day of June 2023.

1. South Weber City Building, 1600 E. South Weber Drive
2. City Website www.southwebercity.com
3. Utah Public Notice Website Utah.gov/pmn

Lisa Smith, City Recorder

EXHIBIT A
TITLE 2 REVENUE AND TAXATION
CHAPTER 1 PROCUREMENT

**TITLE 2
REVENUE AND TAXATION**

**Chapter 1
Procurement**

2-1-010:	PURPOSE AND SCOPE
2-1-020:	DEFINITIONS
2-1-030:	APPLICATION
2-1-040:	PROCUREMENT OFFICERS; DUTIES AND AUTHORITY
2-1-050:	AUTHORIZATION LIMITS
2-1-060:	STANDARD PROCUREMENT PROCESSES
2-1-070:	CANCELLATION AND REJECTION OF BIDS AND PROPOSALS
2-1-080:	BONDS AND BID SECURITY
2-1-090:	CONTRACTS AND CHANGE ORDERS
2-1-100:	PROTEST OF SPECIFICATIONS OR AWARD OF PROCUREMENT CONTRACT; APPEAL
2-1-110:	BUDGET LIMITATION
2-1-120:	DELIVERY OF SUPPLIES
2-1-130:	INVENTORY MANAGEMENT
2-1-140:	DESIGN PROFESSIONAL SERVICES
2-1-150:	PETTY CASH
2-1-160:	CITY PURCHASING CARDS
2-1-170:	DISPOSAL OF SURPLUS PROPERTY
2-1-180:	ADVERTISING REQUIREMENTS
2-1-190:	ETHICS
2-1-200:	VIOLATIONS

2-1-010: PURPOSE AND SCOPE. The purpose of this chapter is to establish procedures and guidelines for the procurement of supplies, services, and construction for the City of South Weber, and to ensure that all such purchases and encumbrances are of acceptable quality and are made equitably, efficiently, and economically. A second purpose of this chapter is to establish procedures for the disposal of City surplus property.

2-1-020: DEFINITIONS. As used in this chapter:

- A. **BUILDING IMPROVEMENT** means the construction or repair of a public building or structure.
- B. **CAPTIAL EXPENDITURE** means a capital asset purchase greater than \$10,000 and a life expectancy of three years or more or extends the life of the asset.
- C. **CHIEF PROCUREMENT OFFICER** means the City Manager.
- D. **CITY** means the City of South Weber, Utah.

- E. CLASS C ROAD IMPROVEMENT PROJECT means the construction and maintenance of a class C road.
- F. CONSTRUCTION MATERIALS mean the supplies and services used to complete a construction project.
- G. CONSTRUCTION OF CLASS C ROADS means work that would apply to any new City roadbed either by addition to existing systems or relocations; resurfacing of existing roadways with more than two inches of bituminous pavement; or new structures or replacement of existing structures, except the replacement of drainage culverts.
- H. CONSTRUCTION PROJECT means a building improvement, public works project, or class C road improvement project. Construction project does not mean the routine operation, repair, or maintenance of existing structures, buildings, or real property.
- I. DEPARTMENT HEAD means the director of a department, including Public Works, Finance, Recreation, and Fire, that oversees the professional, administrative, and managerial duties pertaining to the operations and performance of their respective department.
- J. DESIGN PROFESSIONAL means an individual licensed as an architect, professional engineer, professional land surveyor, or an individual certified as a commercial interior designer.
- K. DESIGN PROFESSIONAL SERVICES mean professional services within the scope of the practice of architecture, professional engineering, professional land surveying, master planning and programming services, or commercial interior design.
- L. EMERGENCY PROCUREMENT means the procurement of supplies, services, or construction materials that cannot be purchased through normal procurement methods due to an existing or imminent emergency condition. An emergency condition is a situation which creates an immediate and serious threat to public health, life, safety, or property. An emergency condition is usually, but not always, the result of floods, natural disasters, epidemics, riots, or critical equipment failures.
- M. EMPLOYEE means an individual duly employed and authorized by the City to make purchases for the City.
- N. INVITATION FOR BIDS means a procurement document used for seeking competition for large expenditure purchases or small expenditure purchases that may ultimately exceed the aggregate threshold for a small expenditure purchase, and which is submitted electronically or in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of bids.
- O. MAINTENANCE OF CLASS C ROADS means the keeping of a road facility in a safe and stable condition to which it was constructed or improved, and includes the reworking

of an existing surface by the application of up to and including two inches of bituminous pavement; the installation or replacement of guardrails, seal coats, and culverts; the grading or widening of an existing unpaved road or flattening of shoulders or side slopes to meet current width and safety standards; and horizontal or vertical alignment changes necessary to bring an existing road into compliance with current safety standards.

- P. PROCUREMENT means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise encumbering the City as a means of acquiring supplies, services, or construction materials, and all functions that pertain to obtaining any supply, service, or construction materials, including the solicitation of sources, selection, award, and all phases of contract administration.
- Q. PROFESSIONAL SERVICES mean auditing, banking, insurance, legal, and other forms of professional consulting, but not design professional services.
- R. PUBLIC WORKS PROJECT means the construction of a park or recreational facility, a pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control, or street lighting. Public works project does not include the replacement or repair of existing infrastructure on private property.
- S. PURCHASE ORDER means a procurement document issued by the purchaser to formalize a purchasing transaction or contract with a supplier. A purchase order encumbers funds that were properly appropriated for a particular purchase from an approved budget account. A purchase order is sent to a supplier to initiate or place an order.
- T. QUOTE means an electronic or written offer to sell goods or services at a certain price, under specified conditions.
- U. RESPONSIVE AND RESPONSIBLE BIDDER means a person who submits a bid that conforms in all material aspects to the bid specifications, and who has the capability in all respects to perform in full the contract or purchase order requirements in a timely manner.
- V. REQUEST FOR PROPOSALS means a document used to solicit proposals to provide a procurement item to a procurement unit, including all other documents that are attached to that document or incorporated in that document by reference.
- W. REQUEST FOR QUALIFICATIONS means a document used to solicit the qualifications, experience, training, and ability to perform a given task or project.
- X. SEALED BIDS are submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of bids.
- Y. SERVICES mean the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the

required performance. “Services” does not include employment agreements or collective bargaining agreements.

Z. SOLE SOURCE PROCUREMENT means the procurement of supplies or services that are only available from a single supplier or manufacturer.

AA. SOLICITATION means the process of notifying prospective bidders that the City wishes to receive quotes, bids, or proposals for supplies or services. The process may consist of public advertising, invitations to bid, or requests for proposals to prospective bidders.

BB. SUPPLIES mean all personal property, including but not limited to goods, equipment, materials and printing.

2-1-030: APPLICATION.

A. All procurement-related expenditures of the City shall conform to the provisions of this chapter and applicable provisions of State law including, but not limited to, the Uniform Fiscal Procedures Act set forth at Utah Code Ann. §10-6-101, et seq., as amended. Any expenditure involving federal assistance funds shall comply with applicable federal law and regulations. Any expenditure involving the construction, maintenance or improvement of a class C road or work using class C funds shall comply with Utah Code Ann. 72-6-108 and 72-6-109, as amended.

B. Procurement-related expenditures not covered under this chapter shall follow the Utah Procurement Code, Utah Code Ann. 63G-6a-101 et seq.

C. All procurement shall follow the ethical standards of the Utah Municipal Officers’ and Employees’ Ethics Act, Utah Code Ann. 10-3-1301, et seq.

D. The City shall maintain records pertaining to purchases and encumbrances made under this chapter in accordance with the Utah Government Records Access and Management Act, Utah Code Ann 63G-2-101 et seq.

E. No check or warrant to cover any claim against appropriations may be drawn until the claim has been processed according to the relevant provisions of this chapter.

2-1-040: PROCUREMENT OFFICERS; DUTIES AND AUTHORITY.

A. The City Council shall approve all procurement by the City. The City’s procurement authority is hereby delegated as provided in this chapter.

B. The City Manager shall act as the Chief Procurement Officer. The Chief Procurement Officer, or designee, shall review all procurements or encumbrances made to ensure accuracy and compliance with this chapter.

- C. The Chief Procurement Officer or Mayor may sign contracts as specifically authorized in advance by the City Council.
- D. The Chief Procurement Officer shall be responsible for all purchasing and may delegate the following duties to the Purchasing Agent, who shall be the Finance Director, or to a Department Head as necessary:
 - 1. administering and interpreting this chapter in accordance with any applicable federal, state and local laws, and finance department policies and procedures for carrying out the provisions of this chapter;
 - 2. procuring or supervising the procurement of all supplies and services needed by the City, including preparation of specifications, and negotiating and obtaining the authorized signatures on procurement contracts and purchase orders;
 - 3. exercising general supervision and control over all inventories or supplies of the City and the inspection of and accounting for all such inventories or supplies;
 - 4. preparing and maintaining forms and reports as are reasonably necessary to the operation of this chapter and other rules and regulations of the City;
 - 5. keeping generally informed of current developments in the field of procurement, including market conditions and new products;
 - 6. providing a copy of all contracts and agreements to the City Recorder immediately upon their execution; and
 - 7. administering the sale, trade, exchange, or disposal of the City's surplus personal property.

2-1-050: AUTHORIZATION LIMITS

- A. Department heads may authorize purchase of supplies, services and materials which do not exceed \$4,999 and may sign the contracts pertaining thereto, provided the purchases are made in accordance with procedures set forth in this chapter and there are funds in the department budget to cover the purchases to be made.
- B. Purchases of supplies, services, or construction materials between \$5,000 and \$9,999 require prior approval of the Department Head and the Chief Procurement Officer. The Chief Procurement Officer shall verify that the procedures set forth in this chapter have been accurately followed prior to giving approval and shall ensure there are sufficient funds budgeted and available to cover the purchases to be made.
 - a. A purchase order shall be submitted for approval for the purchase of all supplies, services or construction in excess of \$5,000, except in circumstances permitted by this chapter

such as emergency purchases or for service contracts entered between the City and contracted party, which specify the cost of service.

- C. Purchases of supplies, services, or construction materials of more than \$10,000 require the approval of the Department Head, Chief Procurement Officer, and the City Council. The Chief Procurement Officer shall verify that the procedures set forth in this chapter have been accurately followed prior to the City Council giving approval. Purchases over \$10,000 are exempt from City Council approval when the supplies, services, or construction materials have been previously listed and approved in the current fiscal year budget.

2-1-060. STANDARD PROCUREMENT PROCESSES.

Table: Procurement Summary

Amount	Authorization	Process	Policy Reference
\$0 - \$999	Department Head	Small	2-1-060.A.1.a
\$1,000 - \$4,999	Department Head	Small or Exempt	2-1-060.A or C
\$5,000 - \$9,999	City Manager	Small or Exempt	2-1-060.A or C
\$10,000 - \$24,999	City Council *	Small or Exempt	2-1-060.A or C
\$25,000 +	City Council	Large or Exempt	2-1-060.B or C

- Purchases \$10,000 - \$25,000 are exempt from City Council approval when the items have been previously listed and approved in the current fiscal year budget.

A. Small Purchases.

1. The City’s policy and procedure governing purchases under \$25,000 is as follows:

- a. Before making a purchase of less than \$1,000, the Department Head responsible for purchase shall use means which are reasonable under the circumstances to assure that the City is getting good value and a reasonable price.
- b. A purchase of goods or services greater than \$1,000 but not exceeding \$25,000 shall be awarded after solicitation of price quotes from enough prospective vendors to reasonably ensure that the City received a competitive price unless an exempt expenditure process in 2.1.060.C is followed. Solicitations may be made electronically or in writing. The Purchasing Agent or Department Head shall evaluate the quotes received to determine the lowest responsible and responsive quote. Such quotes shall be recorded and kept by the City.
- c. It is unlawful for a person to intentionally or knowingly divide a procurement into small procurements with the intent to make the procurement qualify as a small purchase or meet the small purchase threshold of \$25,000.

- d. Purchases for construction, job order contracting, design professional services, other professional services, information technology, and goods may not exceed an annual cumulative threshold of \$25,000 from the same source, unless the Chief Procurement Officer gives written authorization to exceed the threshold that includes the reasons for exceeding the threshold.

B. Large Purchases.

1. The City's policy and procedure governing purchases of \$25,000 and over is as follows:

- a. A purchase of goods or services \$25,000 or over shall be awarded with a bidding procedure unless an exempt expenditure process in 2.1.060.C is followed.

2. Bidding Procedures.

- a. Type of Purchases and Bid Limits. The following purchases and bid limits require bidding procedures:
 - i. capital equipment purchases estimated to cost \$25,000 or more; and
 - ii. building improvement or public works projects estimated to cost \$25,000 or more.
- b. Plans and Specifications. The City shall cause plans and specifications to be prepared and approved prior to any Invitation for Bids.
- c. Invitation for Bids. An Invitation for Bids shall be prepared by the City and shall include:
 - i. a description of the goods or services to be purchased or work to be performed;
 - ii. contract terms, conditions, and bond requirements applicable to the purchase or work;
 - iii. the criteria that will be used to evaluate the bid;
 - iv. notification of the location where plans, specifications and other information may be obtained;
 - v. the time and place of the bid opening; and
 - vi. the right of the City to reject any and all bids.

- d. Publication. Public notice of an invitation for bids shall follow applicable state law.
- e. Amendment. The City may amend, supplement, or cancel an Invitation for Bids at any time prior to the opening of the bids when deemed in the best interest of the City.
- f. Submission. All bids received by the City shall be received according to the instructions in the Invitation for Bid. The bids shall not be opened or reviewed prior to the time set for opening of the bids, except as provided in subsection 2-1-060. B.2.g.
- g. Correction or Withdrawal of Bids. The City may permit correction or withdrawal of bids prior to any bid opening. After bid opening, no changes in bid prices may be permitted. However, the City, in its discretion and upon a showing of hardship by the bidder, may allow the withdrawal of a bid containing a substantial error. Any decision to permit the correction or withdrawal of bids shall be supported, in writing, by the City.
- h. Opening Bids. Bids shall be opened in public and in the presence of one or more documented witnesses at the time and place designated in the Invitation for Bids. Bids shall be opened by the Chief Procurement Officer or designee.
- i. Recording Bids. The total amount of each bid and the name of the bidder shall be read aloud as the bids are opened, and such information shall be recorded and open to public inspection.
- j. Evaluating Bids. At the time of opening, the bids shall be briefly reviewed by the City to determine the apparent lowest responsible and responsive bidder based on the criteria set forth in the Invitation for Bids. Bids shall thereafter be fully evaluated within a reasonable time by the Purchasing Agent or designee to determine the lowest responsive and responsible bidder, whose bid or quote conforms in all material aspects to the bid specifications, and who has the capacity in all respects to perform in full the contract or purchase order requirements in a timely manner. The Purchasing Agent or designee may not use criteria not described in the Invitation for Bids to evaluate a bid.
- k. Determination. The City may request additional information with respect to the responsibility of a bidder. The unreasonable failure of a bidder to promptly supply information or proof regarding responsibility may be grounds for a determination of non-responsibility or non-responsiveness of the bidder.
- l. Award. Following full evaluation of the bids, the City Council may accept, reject, or modify the determination and thereupon award the contract or reject any and all bids.

- m. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-soliciting bids, the Chief Procurement Officer or designee shall resolve a tie bid using the following considerations:
 - i. bidder closest to the point of delivery;
 - ii. bidder who received the previous award;
 - iii. bidder who will provide the earliest delivery date; or
 - iv. by drawing lots.
- n. Single Bids. In the event only one bid is received, the Purchasing Agent shall determine whether it is in the best interests of the City to re-solicit for additional bids or proceed with a procurement award using the single bid received.
- o. No Bids or Proposals. In the event no bids or proposals are received, the Purchasing Agent shall determine whether the delay of re-soliciting bids or proposals will be detrimental to the public interest. If a delay in re-soliciting bids or proposals will be detrimental to the public interest, the Purchasing Agent may purchase the supplies or services with as much competition as practicable under the circumstances.
- p. Dividing the Cost of a Construction Project. The cost of a construction project may not be divided to avoid exceeding the bid limit. However, the cost of a construction project that exceeds the bid limit may be divided if the selection procedures comply with the requirements of this chapter with respect to each part of the construction project that results from dividing the cost.
- q. Exceptions. Any exceptions to the procedures set forth in this section must be in the best interest of the City and must have prior written approval of the Chief Procurement Officer or designee.

C. Exemptions from Small and Large Purchases.

- 1. The following expenditures are exempt from the small and large purchases procedures of this chapter, but shall be made with as much competition as practical under the circumstances:
 - a. Procurement under City, County, State, or Federal Contracts or Pre-Qualified Lists. An expenditure for which requests for qualifications, competitive bidding, or price negotiation according to a procedure comparable to the City's process has already occurred at the City, county, state, or federal level.

b. Service Contracts and Professional Services. Service contracts and professional services, but not design professional services, are expenditures that, by their nature, are not reasonably adapted to award by competitive bidding. The Chief Procurement Officer or designee shall award service contracts and professional services contracts based on the Chief Procurement Officer's evaluation of the provider's professional qualifications, service ability, experience, cost of services, and other applicable criteria as may be established. A Request for Proposal or Request for Qualifications may be used to make such a determination. Prior to entering into a service or professional services contract, the Chief Procurement Officer shall determine that it is within the best interest of the City to do so, and that as many providers as practical have been considered for the service. Once a service or professional services contract has been issued, any periodic payments do not require additional approval from the Chief Procurement Officer, provided the contract payments have been properly budgeted. A department may proceed with a service contract or the purchase of professional services according to the terms and conditions of an existing City contract.

i. Request for Proposals

1. Form. When the City is unsure of what procurement item is required or the abilities of various providers, the Chief Procurement Officer or Purchasing Agent may prepare a Request for Proposals, which shall include such specifications as are known and the various skills and qualifications needed, to be used to obtain a procurement item.
2. Evaluating Proposals. Proposals shall be evaluated within a reasonable time by an evaluation committee comprised of at least three city employees to determine which proposal provides the best value to the City. The committee shall evaluate each responsive and responsible proposal, which proposal conforms in all material aspects to the proposal specifications, and which demonstrates the proposal has the capacity in all respects to perform in full the contract or purchase order requirements in a timely manner. Evaluation criteria for a proposal may include items such as experience, qualifications, approach to the project, references, management plans, schedule of delivery, cost, and other subjective or objective criteria. At any time during the evaluation process, the evaluation committee may request additional information from a proposer or proposers, including oral interviews or presentations. Criteria not described in the Request for Proposals may not be used to evaluate a proposal. See section 2-1-140 for soliciting design professional services using a Request for Proposals or Requests for Qualifications.

- c. Sole Source. Expenditures for goods or services which, by their nature, are not reasonably adapted to award by competitive bidding, including goods or services which can be purchased only from one source; contracts for additions to and repair and maintenance of equipment already owned by the City which may be more efficiently added to, repaired or maintained by a certain person or firm; and equipment which, by reason of the training of City personnel or an inventory of replacement parts, is compatible with the existing equipment owned by the City. Prior to any expenditure under this subsection, the Chief Procurement Officer shall determine, in writing, that the requirements of this subsection have been satisfied.
- d. Interlocal Agreement: An expenditure made in conjunction with an interlocal agreement between the City and another governmental entity in compliance with the Interlocal Cooperation Act, Utah Code Title 11, Chapter 13.
- e. Emergency Procurement. The existence of an emergency condition may create an immediate and serious need for supplies, services, repairs, or construction that cannot be met through normal procurement methods and policy. An emergency procurement of supplies, services, repairs, or construction shall be made using as much competition as practical under the circumstances. Emergency procurement shall be limited to only those supplies, services, repairs, or construction necessary to mitigate the emergency. Following an emergency expenditure, and as soon as practicable, a purchase order shall be submitted by the department for which the emergency purchase was made. Such purchase orders shall be treated as regular purchase orders and shall require the appropriate approval signatures as stated in this chapter.

2-1-070: CANCELLATION AND REJECTION OF BIDS AND PROPOSALS. The City reserves the right to cancel an Invitation for Bids, Request for Proposals, or to reject any or all bids or proposals. Any cancellation or rejection shall be in writing. If, after cancellation or rejection of all bids or proposals, the City decides to make the purchase or encumbrance, it shall, when required by State law, reinstate the Invitation for Bids or Request for Proposals process. If after repeating the process, no satisfactory bid or proposal is received, the City may negotiate or make the improvement or acquisition or enter into such other agreements as it deems necessary or desirable.

2-1-080: BONDS AND BID SECURITY.

- A. Performance and Payment Bonds. Prior to entering into any contract, the City may require performance and payment bonds to be provided in such form and amounts as required by law and by the City as reasonably necessary to protect the best interest of the City.
- B. Bid Security. Contracts for construction projects may require a bid security in an amount equal to at least five percent of the amount of the bid.

2-1-090: CONTRACTS AND CHANGE ORDERS.

- A. The City may award exclusive and nonexclusive contracts. Unless a contract specifically states it is exclusive, it shall be deemed nonexclusive. "Nonexclusive" means that the City may award a contract to more than one contractor for similar supplies or services as deemed appropriate.
- B. A contract for supplies, services, or construction materials shall have a stated end date and may be entered into for any stated period of time deemed to be in the best interest of the City. The term of the contract and the conditions of renewal or extension, if any, shall be included in the solicitation. No contract may be renewed indefinitely.
- C. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriations of funds by the City Council.
- D. Contracts and purchase orders may be amended, modified, or supplemented only by written amendment to the contract or purchase order, executed by the parties thereto.
- E. The City Recorder shall countersign all contracts made on behalf of the City or to which the City is a party. Department heads shall provide the City Recorder with a fully conformed original copy of all procurement contracts upon their execution. The City Recorder shall maintain an indexed record of all procurement contracts.
- F. In the event a construction project has a change order or a price variance due to unknown or unforeseen circumstances, conditions, or factors affecting the outcome of the project, the Chief Procurement Officer shall notify the City Council of any condition that would exceed 20% of the original bid amount. Change orders in construction project contracts that cause the contract price to exceed the total project budget shall not be approved until reviewed and approved as a budget adjustment by the City Council.

3-1-100: PROTEST OF SPECIFICATIONS OR AWARD OF PROCUREMENT CONTRACT; APPEAL.

- A. Grievance: Any actual or prospective bidder, offeror or contractor who is aggrieved with the solicitation or award of a procurement contract may protest to the Purchasing Agent.
- B. Protest of Specifications: A protest regarding the specifications of a solicitation shall be submitted in writing to the Purchasing Agent prior to the opening of the bid and must list the pertinent facts giving rise to the protest.
- C. Protest of Contract or Purchase Award: A protest regarding the award of a procurement contract or purchase award shall be submitted in writing to the Purchasing Agent within five business days of the award of a procurement contract or purchase award and must list the pertinent facts giving rise to the protest. Untimely protests will not be considered.
- D. Stay of Proceedings: In the event of a timely protest, the City shall not proceed further with the solicitation or with the award of the contract or purchase until the protest is

sustained or rejected by the Purchasing Agent, unless an immediate award of the contract or purchase is required to protect substantial interests of the City.

- E. Protest Review: The Purchasing Agent shall determine if the protest is timely filed. If the Purchasing Agent determines the protest is timely filed, the protest shall be dismissed if the Purchasing Agent determines the protest alleges facts that, if true, do not provide an adequate basis for the protest. Otherwise, the Purchasing Agent shall uphold the protest.
- F. Appeal: Any person aggrieved of a determination of a Department Head, the Purchasing Agent or Chief Procurement Officer in connection with the provisions of this chapter may appeal the determination or action to the City Council within five business days from the Purchasing Agent's decision by filing a written appeal to the City Recorder, stating the reasons therefor. The City Council shall schedule a hearing on the matter within ten days of the Recorder's receipt of the appeal.

2-1-110: BUDGET LIMITATION. No expenditure or encumbrance shall be made for any supplies, services, or construction project that exceeds the funded amount in the City budget, except as may be provided in an emergency situation.

2-1-120: DELIVERY OF SUPPLIES. When supplies are delivered, the Purchasing Agent or the Department Head who requested the supplies shall inspect the supplies received to assure that the correct quantity and quality have been delivered. If the supplies delivered are satisfactory, the supplies shall be accepted and a copy of the packing slip, invoice, or other delivery document (or an electronic copy of such) shall be forwarded to accounts payable for review, payment, and filing.

2-1-130: INVENTORY MANAGEMENT. Department heads shall exercise supervision of all inventories of tangible City property within the control of or assigned to their departments. All City property located in warehouses and similar storage areas shall be inventoried annually. Accountability for the property shall reside with the respective Department Head.

2-1-140. DESIGN PROFESSIONAL SERVICES. The Purchasing Agent may establish criteria in a Request for Qualifications or Request for Proposals by which the qualifications of a design professional will be evaluated as provided by Utah Code Ann. 63G-6a-1502.5. The Purchasing Agent shall follow all requirements of Utah Code Ann. 63G-6a-1501 et seq. in securing design professional services, including appointing an evaluation committee of at least three members.

2-1-150. PETTY CASH. The City shall maintain a petty cash fund in which the total amount of cash, vouchers and receipts shall not exceed \$300. The petty cash fund shall be kept in a locked box maintained by the City Treasurer. A City employee may receive up to \$50 from the petty cash fund for any lawful and necessary expenditure to be made on behalf of the City and shall sign a petty cash voucher showing the amount received and an explanation of the intended use of the money. Within three business days after making the expenditure, the employee shall return any excess money to the petty cash fund and staple the itemized receipt for the expenditure to the petty cash voucher. Employees shall not receive any money from the petty cash fund for personal use. When money in the petty cash fund falls below \$100, the City Treasurer shall draft a check to the petty cash fund to raise the amount of currency in the fund to \$300.

2-1-160. CITY PURCHASING CARDS.

- A. City employees and officials who have been issued a City purchasing card may use such card for City purchases and are encouraged, whenever possible, to use vendors with whom the City has an existing account. The card holder must deem that using the purchasing card is in the best interest of the City and would expedite the purchase process.
- B. All purchases made with City purchasing cards shall require a receipt. The receipt shall be turned in to the City Treasurer with the purchasing card monthly statement.
- C. The City Treasurer shall review all purchasing card statements.
- D. Personal purchases of any type on a City-issued purchasing card are strictly prohibited.
- E. Each employee who has access to a City purchasing card shall sign a purchasing card use agreement.
- F. Employees using City purchasing cards shall comply with Section 2-1-190 of this code. Anyone found in violation of this section may be subject to disciplinary action up to and including termination and may be subject to prosecution under the law.

2-1-170. DISPOSAL OF SURPLUS PROPERTY.

- A. Real Property.
 - 1. The City Council may authorize by resolution the disposal, including by sale, lease, or other lawful manner, of real property for the benefit of the City as provided by Utah Code Ann. 10-8-2, as amended. A significant parcel of real property is a parcel greater than one acre or that has a reasonable value of more than \$100,000.
 - 2. The Chief Procurement Officer shall make an initial determination that real property is surplus. Surplus real property may include real property that is not needed for City infrastructure; property whose cost to maintain outweighs its value to the City; property that is part of a trade that will benefit the City, the sale

of which will realize significant financial benefits to the City; or the disposal of which is otherwise in the public interest.

3. Before the City may dispose of a significant parcel of real property, the City shall provide notice and hold a public meeting at which the City Council shall accept public comment on the proposed disposition.
4. All disposal, leases, or subleases of such real property of the City other than a significant parcel of real property, shall be made, as nearly as possible, under the same conditions and limitations as required by this chapter for the purchase of property, including notice and bidding procedures.
5. The City Council may authorize at its discretion and under such terms and conditions as it deems desirable, fair and appropriate, considering the intended use, property tax value and the interests of the City, the sale of any surplus real property, through public auction or other method designed to best serve the interests of City residents and produce a fair return; the trade or exchange or any surplus real property; or the lease or sublease of any surplus real property.

B. Personal Property.

1. Whenever personal property is no longer needed by a City department, the Department Head having control of such property shall notify the Chief Procurement Officer or designee. The Chief Procurement Officer or designee shall notify other City departments of the availability of such property. If the property is requested, the Chief Procurement Officer or designee shall supervise the transfer of such property to the department requesting the property.
2. If City personal property becomes surplus, unused, obsolete, unsuitable for public use, or otherwise no longer needed, the property shall be disposed of as follows:
 - a. City personal property that is included in the fixed asset register shall not be disposed of, or sold through public auction, until such property is declared surplus by the City Council. Once this property is declared surplus by the City Council, it may be sold to the highest bidder by the Purchasing Agent through an approved public auction service provider or through public auction.
 - b. City personal property that was not originally included in the fixed asset register may be sold to the highest bidder by the Purchasing Agent through an approved public auction service provider or by conducting a public auction. The Chief Procurement Officer shall have the right to reject any bids or offers for City personal property when in the best interest of the City.
 - c. If a surplus item remains unsold after reasonable attempts to sell it through public auction, the Chief Procurement Officer may sell the surplus item to any person for

such price as the Chief Procurement Officer deems appropriate or may dispose of the item at the Chief Procurement Officer's discretion.

- d. Personal property that is fully consumed in its use for official City business shall be disposed of in any reasonable manner approved by the Purchasing Agent.
- e. Monetary proceeds from the sale or other disposition of items pursuant to this section which were an enterprise fund asset or purchased with enterprise fund revenues shall be credited to the respective enterprise fund. All other proceeds shall be credited to the City's general fund.
- f. Where personal property is of such a size, shape, or is so unique as to be unmarketable, the requirements of this section may be waived and such property may be sold or otherwise disposed of in any reasonable manner, with the approval of the City Council.

2-1-180 ADVERTISING REQUIREMENTS. All procurement solicitations shall conform to the following advertising requirements, as applicable. Unless otherwise stated, procurement solicitations may be posted in E-Procurement websites rather than advertised in a printed medium.

- A. Invitations for Bids and Requests for Proposals shall be advertised a minimum of five days in advance of the bid due date at least once in a generally and widely available medium, which may include newspapers, business journals or posted on an E-Procurement website.
- B. Invitations for Bids for building improvement and public works projects shall be published in accordance with applicable state law.
- C. Invitations for Bids for class C road improvement projects shall be advertised in accordance with applicable state law.
- D. Notice to surplus real property shall be provided at least 14 calendar days before the opportunity for public comment by posting the property with notice of the consideration of designating it surplus and mailing notice to each owner of real property within 300 feet of the property that is the subject of the proposed disposition as shown on the last assessment rolls of the county in which the property is located.
- E. Notice for the sale of surplus personal property shall be advertised at least ten business days prior to the sale or opening of bids at least once in generally and widely available medium, or posted on a public surplus company website. The notice shall describe the property to be sold, the terms of sale and the place and time of such sale or bid opening.

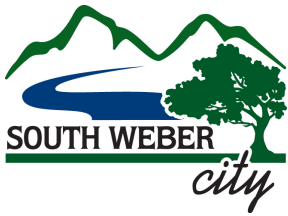
2-1-190: ETHICS.

- A. Disclosure of Pecuniary Interest. Officers or employees of the City having a direct or indirect pecuniary interest in any contract entered into by the City shall disclose such interest. All officers and employees shall comply with applicable provisions of State law

regarding ethics, including the Utah Municipal Officers' and Employees' Ethics Act, Utah Code Ann. 10-3-1301, et seq., as amended and adopted by the City.

- B. Personal Use. Purchase of supplies, services, or equipment by the City for personal use by officers or employees of the City is prohibited.
- C. Disciplinary Action. A violation of this section by officers or employees of the City may be cause for disciplinary action up to and including termination, in accordance with the disciplinary procedures set forth in the Personnel Policies and Procedures of the City.

2-1-200: VIOLATIONS. Any purchase or contract executed in violation of the provisions of this chapter or applicable state law shall be void as to the City, and any funds expended thereupon may be recovered by the City through appropriate action.



6 Budget Amd 2
**CITY COUNCIL MEETING
 STAFF REPORT**

MEETING DATE

June 27, 2023

PREPARED BY

Mark McRae
 Finance Director

ITEM TYPE

Legislative

ATTACHMENTS

Resolution 23-25: Budget
 Amendments Fiscal Year
 2023

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Resolution 23-25: FY 2023 Budget Amendment #2

PURPOSE

Amend Fiscal Year 2022-2023 City Budget.

RECOMMENDATION

Staff recommends approval

BACKGROUND

The current budget was adopted on August 23, 2022. Since the adoption of the budget, additional items have come before the council that were not included in the original budget. These amendments address these unforeseen expenditures.

The first amendment is to increase the Storm Drain depreciation to the anticipated amount for 2023.

The second is the updated security at City Hall

The third is additional wind damage repairs that were not completed in the 2022 fiscal year.

The fourth is the increase in the funding for large fire apparatus. In a prior city council meeting the council approved increasing the total funding for all apparatus from \$115,000 to \$185,000.

ANALYSIS

54-40-650 Storm Water - Depreciation	+25,000	Adjustment
54-40-900 Storm Water - Transfer to Fund Balance	-25,000	Adjustment
45-33-500 Federal Grants ARPA	+31,000	City Hall Security
45-43-730 Admin. - Improv. Other Than Buildings	+31,000	City Hall Security
45-39-900 Fund Balance to be Appropriated	+10,000	Posse Grounds
45-70-730 Parks - Improv. Other Than Buildings	+10,000	Posse Grounds
45-39-900 Fund Balance to be Appropriated	+70,000	Large Apparatus
45-70-740 Fire – Equipment	+70,000	Large Apparatus

RESOLUTION 23-25**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING BUDGET AMENDMENTS FOR THE FISCAL YEAR ENDING JUNE 30, 2023**

WHEREAS, Utah Code regulates the budgeting process for municipalities; and

WHEREAS, the city adopted its budget for fiscal year 2022-2023 on August 23, 2022; and

WHEREAS, the city desires to amend that budget with the referenced changes presented herein; and

WHEREAS, this legislative body held a public hearing on June 27, 2023 to take comment regarding the proposed amendments; and

WHEREAS, the City Council reviewed comments and discussed the presented changes in an open public meeting and is in favor of amending this budget;

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

Section 1. Amendment: The Fiscal Year 2022-2023 Budget shall be amended as follows:

54-40-650 Storm Water - Depreciation	+25,000	Adjustment
54-40-900 Storm Water - Transfer to Fund Balance	-25,000	Adjustment
45-33-500 Federal Grants ARPA	+31,000	City Hall Security
45-43-730 Admin. - Improv. Other Than Buildings	+31,000	City Hall Security
45-39-900 Fund Balance to be Appropriated	+10,000	Posse Grounds
45-70-730 Parks - Improv. Other Than Buildings	+10,000	Posse Grounds
45-39-900 Fund Balance to be Appropriated	+70,000	Large Apparatus
45-70-740 Fire – Equipment	+70,000	Large Apparatus

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

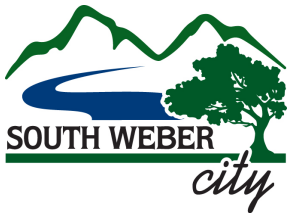
PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 27th day of June 2023.

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 REPORTMEETING DATE

June 27, 2023

PREPARED BYTrevor Cahoon
Community Services Dir.ITEM TYPE

Administrative

ATTACHMENTSAMENDMENT NO. 1 TO
INTERLOCAL COOPERATION
AGREEMENT FOR LAW
ENFORCEMENT SERVICESPRIOR DISCUSSION DATES

N/A

AGENDA ITEM

Resolution 23-26: Interlocal Cooperation Agreement with Davis County for Law Enforcement

PURPOSE**Approval of Resolution 23-26.** The purpose of this staff report is to inform the council of the proposed agreement language for the DSCO contract.RECOMMENDATION

It is recommended that the City Council review and approve the proposed agreement language for the DSCO contract until 2025.

BACKGROUND

South Weber City and the DCSO are in the process of renewing their contract. The Public Safety Committee recently convened to evaluate the current proposal regarding law enforcement services for the city. After careful consideration, they have reached a consensus and express their agreement with the terms outlined in the attached amendment.

This is an outline of the key points of Amendment No. 1 to the Interlocal Cooperation Agreement for Law Enforcement Services between Davis County and South Weber City. The amendment aims to modify certain provisions of the original agreement to reflect changes in compensation and the term of the agreement.

Key Points:

1. Compensation:

- For fiscal year 2023 (July 1, 2022, through June 30, 2023), the City agrees to pay the County \$132,669.20 per Patrol Unit per year, equivalent to \$11,055.77 per Patrol Unit per month for law enforcement services.
- At a service level of two Patrol Units, the total cost of the agreement is \$265,338.40 per year, or \$22,111.53 per month.
- Payments should be made by the City to the County within 30 calendar days of receiving an invoice.

2. Compensation for fiscal year 2024 (July 1, 2023, through June 30, 2024):

- The County budgeted costs for performing the law enforcement services outlined in the agreement at \$336,774.63.
- The City is entitled to an 11.6% discount from the budgeted costs.

- The City agrees to pay the County \$150,538.26 per Patrol Unit per year, equal to \$12,544.885 per Patrol Unit per month, after applying the discount.
 - At a service level of two Patrol Units, the total cost of the agreement is \$301,076.52 per year, or \$25,089.71 per month.
 - Payments should be made by the City to the County within 30 calendar days of receiving an invoice.
3. Compensation for fiscal year 2025 (July 1, 2024, through June 30, 2025):
- The County will prepare a budget in January 2024 to establish the costs for performing the law enforcement services.
 - The City agrees to pay the County the full budgeted costs for the law enforcement services outlined in the agreement.
 - Monthly payment obligations should be paid by the City to the County within 30 days of receiving an invoice.
4. Term of Agreement:
- The term of the agreement begins on July 1, 2022, and terminates on June 30, 2025, subject to the termination and other provisions set forth in the agreement.
5. Effective Date:
- This amendment will become effective on the date it is signed by both parties.
6. Continuation of Agreement:
- Except for the modifications outlined in this amendment, all other terms and conditions of the original agreement remain in full force and effect.
7. Execution of Amendment:
- The amendment may be executed in counterparts, with each counterpart considered an original.
 - Digital signatures, facsimile, and email signatures have the same legal force and effect as original signatures.

ANALYSIS

N/A

RESOLUTION 23-26**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING
AN INTERLOCAL COOPERATIVE AGREEMENT FOR LAW
ENFORCEMENT WITH DAVIS COUNTY SHERIFF'S OFFICE**

WHEREAS, the city's current agreement with Davis County Sheriff's Office (DCSO) expires June 30, 2023; and

WHEREAS, South Weber wishes for DCSO to continue providing law enforcement in the city; and

WHEREAS, the Public Safety Committee has been working to negotiate a fair, affordable contract keeping public safety as high priority and recommends the attached agreement with the patrol model;

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

Section 1. Adoption: The Interlocal Cooperation Agreement for Law Enforcement Services with Davis County is hereby adopted as attached in **Exhibit 1**.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 27th day of June 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

AMENDMENT #1 TO INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

This amendment is between Davis County, a body corporate and politic and legal subdivision of the State of Utah (“County”), and South Weber City, a municipal corporation, body politic, and political subdivision of the State of Utah (“City”).

WHEREAS, the parties previously entered into an *Interlocal Cooperation Agreement for Law Enforcement Services*, dated July 12, 2022 by the County, and identified in the County’s records as Contract Number 2022-398 (the “Agreement”).

WHEREAS, the parties, through this amendment, desire to amend the Agreement as set forth below.

The parties therefore agree as follows:

1. Section 3, Subsection a of the Agreement is omitted and replaced with the following:

3. Compensation.

a. The following provisions apply for fiscal year 2023 (July 1, 2022 through June 30, 2023):

1) The County agrees to perform the law enforcement services outlined in this Agreement, and the City agrees to pay the County \$132,669.20 per Patrol Unit per year, which equals \$11,055.77 per Patrol Unit per month for the law enforcement services provided under this Agreement;

2) At a service level of two Patrol Units, the cost of this Agreement totals \$265,338.40 per year, which equals a total cost of \$22,111.53 per month; and

3) The foregoing monthly payment amounts shall be paid by the City to the County within 30 calendar days of receiving an invoice from the County.

The following provisions apply for fiscal year 2024 (July 1, 2023 through June 30, 2024):

1) The County prepared a budget in January of 2023 that established the costs at \$336,774.63 for the County to perform the law enforcement services outlined in this Agreement;

2) The County agrees to provide the City with an 11.6% discount from the \$336,774.63 costs for the County to perform the law enforcement services outlined in this Agreement;

3) The County agrees to perform the law enforcement services outlined in this Agreement, and the City agrees to pay the County, after application of the 11.6% discount, \$150,538.26 per Patrol Unit per year, which equals \$12,544.885 per Patrol Unit per month for the law enforcement services provided under this Agreement;

4) At a service level of two Patrol Units, the cost of this Agreement for law enforcement services totals \$301,076.52 per year, which equals a total cost of \$25,089.71 per month; and

5) The foregoing monthly payment amounts shall be paid by the City to the County within 30 calendar days of receiving an invoice from the County.

The following provisions apply for fiscal year 2025 (July 1, 2024 through June 30, 2025):

- 1) The County agrees to prepare a budget in January of 2024 that will establish the costs for the County to perform the law enforcement services outlined in this Agreement;
- 2) The City agrees to pay the County an amount equal to the full budgeted costs for the County to perform the law enforcement services outlined in this Agreement; and
- 3) The City shall pay each of its monthly payment obligations to the County within 30 days of receiving an invoice from the County.

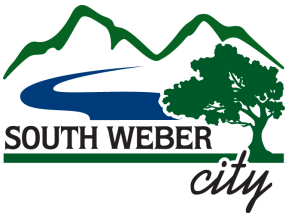
2. Section 6 of the Agreement is omitted and replaced with the following:

6. Term of Agreement. The term of this Agreement shall begin on July 1, 2023, and shall, subject to the termination and other provisions set forth herein, terminate at the conclusion of June 30, 2025 (the "Term").

- 3. The effective date of this amendment will be the date that this amendment is signed by both parties.
- 4. Except to the extent specifically modified by this amendment, the terms and conditions of the Agreement shall remain in full force and effect.
- 5. This amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

The parties hereto have caused this amendment to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By: _____ Lorene Miner Kamalu, Chairwoman Board of Davis County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Brian McKenzie Davis County Clerk Date: _____</p> <p>Reviewed as to Proper Form and Compliance with Applicable Law:</p> <p>_____ Authorized Attorney for Davis County</p>	<p>SOUTH WEBER CITY</p> <p>By: _____ Printed Name: _____ Title: _____ Date: _____</p> <p>ATTEST:</p> <p>_____ Printed Name: _____ Title: _____ Date: _____</p> <p>Reviewed as to Proper Form and Compliance with Applicable Law:</p> <p>_____ Authorized Attorney for South Weber City</p>
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CITY COUNCIL MEETING
STAFF REPORTMEETING DATE

June 27, 2023

PREPARED BYMark McRae
Finance DirectorITEM TYPE

Legislative

ATTACHMENTSConsolidated Fee
Schedule 2023-6-27
Redline

RES 23-27

Consolidated Fee
Schedule 2023-6-27PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Resolution 23-27: FY 24 Consolidated Fee Schedule

PURPOSE

The Consolidated Fee Schedule needs to be changed to reflect the three utility rate increases adopted in the 2023 – 2024 Final Budget. A deposit requirement was added to FAC room rentals.

RECOMMENDATION

Staff recommends approval.

BACKGROUND

The adopted 2023-24 Final Budget includes three rate increases. These are:

- Sewer Fees (52-37-300). An increase of 7.27% is due to a 12.53% increase in the pass-thru fee to Central Weber Sewer Improvement District.
- Sanitation Fees (53-37-700). Wasatch Integrated Waste is the service provider who receives the waste from our citizens each week. They are increasing their rates an additional 6% on July 1, 2023, which will be a net 2% increase passed through in the Sanitation fee.
- Storm Drain Fees (54-37-450). The adopted rate study for storm drain fees includes a 3% increase each year going forward.
- A deposit will now be assessed for the rental of the various rooms at the FAC.

ANALYSISNA

**CONSOLIDATED FEE SCHEDULE
of South Weber City**

(Adopted 6-27-2023)

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CHAPTER 1: ADMINISTRATIVE CHARGES

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

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

CHAPTER 2: PUBLIC SAFETY

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

CHAPTER 3: ANNEXATION

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

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

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

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

CHAPTER 4: LAND USE APPEALS AND VARIANCE APPLICATIONS

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

CHAPTER 5: BUSINESS LICENSES

- 1. Home Occupations with patrons/employees** \$50 plus annual Fire Inspection Fee** per year
- 2. Group Home** \$50 plus annual Fire Inspection Fee* per year

3. Short-Term or Vacation Rental	\$50 plus annual Fire Inspection Fee** per year
4. Internal Dwelling Unit	\$50 plus annual Fire Inspection Fee** per year
5. Commercial	\$50 plus annual Fire Inspection Fee (plus any other applicable fees)** per year
A. Alcoholic Beverage License (Retail)	
Single Event	\$250 per event
Off-Premise	\$350 per year
Full-Service Restaurant; Limited-Service Restaurant; On-Premise Banquet; Beer Only:	\$500 per year
B. Cabarets	
Class A -	\$200 per year
Class B -	\$100 per year
C. Sexually Oriented Businesses	
Businesses Other Than Outcall	\$250 per business per year
Outcall Service	\$400 per business per year
Employee Licenses	\$150 per employee per year
6. Mobile Businesses	
License	\$50 per year
Single Use Permit	\$30 per application
Recurring Operation Use Permit	\$50 per application
Special Event Permit	\$40 per event
7. Construction	\$50 plus annual Fire Inspection Fee** per year
8. Mining	\$1,377 plus annual Fire Inspection Fee** per year
9. Solicitors/Peddlers	\$50 per person valid for 1 year.
10. Vending Machine	\$40 per machine per year
11. Temporary Business	\$65 per application**
12. Fire Inspection	

A. Home Occupation/Group Home	\$20 per yearly inspection*
B. Light/Medium Commercial	\$40 per yearly inspection*
C. Large Commercial or Mining/Gravel Pit	\$70 per yearly inspection*
D. Short Term Rental/Internal Dwelling Units	\$40 per yearly inspection*
13. Amendment to Original Application/License	\$10 (Staff approval) \$25 (Planning Commission approval)
14. Additional Copy of Business License	\$5 each

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

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

LATE PAYMENT ON BUSINESS LICENSE:

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

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

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

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

CHAPTER 6: BUILDING PERMIT FEES

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

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

1. Permit Fees

A. Building Permit Fee	Based on ICC formula of Gross Area x Square Foot
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	Construction Cost x Permit Fee Multiplier
B. Plan Check Fee	30% of Building Fee or \$47 minimum, plus 100% of professional services fees**
C. State Fee	1% of Building Fee charged on all building permits
D. Elect/Mech	\$97.47 includes \$50 refundable completion bond; pay in full when submitted (Includes state fee)
E. Solar Panel, Wind Turbine, or any other alternative energy source	\$351.50 (includes \$200 refundable completion bond) plus \$47 plan check fee.
F. Fire Damage	\$47 per inspection plus plan check fee
G. Agricultural Building	Computed as a carport or garage.
H. Remodeling	\$351.50 (includes \$200 completion bond) plus \$47 plan check fee
I. Finish Basement	\$351.50 (includes \$200 completion bond). . . plus \$47 plan check fee
J. Swimming Pool	\$351.50 (includes \$200 completion bond) plus \$47 plan check fee
K. Wood Stoves	\$47 per inspection
L. Demolition	\$594 includes (\$500 completion bond) ; minimum two inspections at \$47 each
M. Roof (structure change only)	\$97.47 includes (\$50 Completion bond) plus plan check fee
N. Sign Permit (temp)	\$147.50; (includes \$50 completion bond). which is refundable when sign is taken down.
O. Parking Lots	Site Plan Review by Planning Commission. Cost of two inspections: (1) Completion (2) Compliance to PC requirements
P. Communication Tower	\$1,000

Q. After Hours Inspection	\$94 per inspection
R. Penalty Fee	i) \$50, charged after a second or subsequent "failed" inspection on the same item and/or inspection. Fee is payable prior to third or subsequent inspection being performed. ii) \$150, charged for failure to obtain a valid permit before work has commenced.
S. Owner Transfer Fee	\$25
T. Amendment to Approved Permit	\$100 for each plan check fee for single family dwellings \$47 for each plan check fee for all other types of permit
U. Credit Card Service Fee	3%
V. Flood Plain Permit Fee	\$100 plus 100% of professional services fees**

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

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

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

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

2. Completion Bonds

A. Commercial

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

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

B. Residential

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

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

Commercial 1½"	1.5	\$ 4,400	Based on water meter size
Commercial 2"	2	\$ 5,867	Based on water meter size
Commercial 3"	6.4	\$18,776	Based on water meter size
Commercial 4"	10	\$29,338	Based on water meter size

6. Transportation

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

ITE Code	ITE Land Use	Unit	Trip Rate	Pass-by Reduction	Adjusted Trip Rate	Impact Fee
522	Middle School / Junior High School	1000 Sq. Feet Gross Floor Area	1.19		0.60	\$2,131.54
530	High School	1000 Sq. Feet Gross Floor Area	0.97		0.49	\$1,737.47
534	Private School (K-8)	Students	0.60		0.30	\$1,074.73
560	Church	1000 Sq. Feet Gross Floor Area	0.55		0.28	\$985.17
565	Day Care Center	1000 Sq. Feet Gross Floor Area	12.34		6.17	\$22,103.53
590	Library	1000 Sq. Feet Gross Floor Area	7.30		3.65	\$13,075.83
610	Hospital	1000 Sq. Feet Gross Floor Area	0.93		0.47	\$1,665.82
710	General Office Building	1000 Sq. Feet Gross Floor Area	1.49		0.75	\$2,668.90
720	Medical-Dental Office Building	1000 Sq. Feet Gross Floor Area	3.57		1.79	\$6,394.62
770	Business Park	1000 Sq. Feet Gross Floor Area	1.26		0.63	\$2,256.92
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	4.49		2.25	\$8,042.53
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	6.94		3.47	\$12,430.99
820	Shopping Center / Strip Mall	1000 Sq. Feet Gross Leasable Area	3.71	34%	1.22	\$4,385.96
826	Specialty Retail Center	1000 Sq. Feet Gross Leasable Area	2.71		1.36	\$4,854.18
841	Automobile Sales	1000 Sq. Feet Gross Floor Area	5.98		2.99	\$10,711.43
848	Tire Store	1000 Sq. Feet Gross Floor Area	4.15	28%	1.49	\$5,352.13
850	Supermarket	1000 Sq. Feet Gross Floor Area	9.48	36%	3.03	\$10,867.63

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

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

7. Weber Basin Water

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

8. Central Weber Sewer *

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

*This includes a 5% administrative fee.

There is an additional \$75.00 fee if connecting directly to the Central Weber Sewer Line. The City collects sewer service charges on behalf of Central Weber Sewer District. Any increase in Central Weber Sewer District's impact fee will be passed on to the consumer, with such increase to go into effect at the time Central Weber Sewer makes the increase effective.

9. Storm Sewer

Residential - Single Family, Duplexes, Townhouses, Condos = 1.0 ERU per lot/unit

Cost per ERU				
2022	2023	/2024	2025	2026
\$ 1,256	\$ 1,261	\$ 1,266	\$ 1,271	\$ 1,276

Residential - Apartments = .75 ERUs per unit

Nonresidential – Commercial, Industrial, Institutional, etc. = 1.0 ERU per 3,365 ft² of hard surface

CHAPTER 8: CONDITIONAL USE PERMITS**1. Non-Residential Zones**

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

2. Residential Zones

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

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

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

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

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

CHAPTER 9: PLANNING & DEVELOPMENT FEES

1. Subdivisions: (Private & Public)

A. Minor Subdivision (1-10 Lots)

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

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

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

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

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

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

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

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

2. Escrow Agreement

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

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

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

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

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

Beginning September 1, 2022, all unpaid invoices will accrue an additional **monthly** delinquent fee of \$30.00. If balances remain unpaid for ninety (90) days and payment arrangements have not been made in writing, accounts will be turned over to collections incurring a 40% collections fee payable to the collection company.

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

CHAPTER 10: ZONING/ORDINANCES

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

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

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

7. Escrow/Financial Guarantee Total Square Feet X \$2.80 (*NPC)

NPC = New Pavement Cost = \$2.80/s.f.
 SSFF = Small Square Footage Compensation Factor, less than 2' X 2' = 0.045
 TSF = Total Square Footage of excavation site restoration
 L2F = Roads less than 2 years old factor = 40% = 0.4
 M2F = Roads more than 2 years old factor = 25% = 0.25

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

CHAPTER 12: COURT FEES FOR CITY ORDINANCE VIOLATIONS

Class B Misdemeanors	\$150 fine including state surcharges*
Class C Misdemeanors	\$80 fine including state surcharges*
Infractions	\$25 fine including state surcharges*
Credit Card Convenience Fee	\$3.00

*Subject to change based on state fine schedule

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

1. Membership Fees*

A. Residents

Individual Pass	\$2 day	\$20 month	\$100 – 6 Months	\$180 – Year
Family Pass	\$5 day	\$30 month	\$150 – 6 Months	\$270 – Year

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

B. Non-Residents

Individual Pass	\$3 day	\$25 month	\$125 – 6 Months	\$200 – Year
Family Pass	\$7 day	\$40 month	\$175 – 6 Months	\$300 – Year

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

C. Discounted Membership Fees

Senior Citizens (Age 65 & up)	50% discount on all membership fees.
SW Firefighters**	Free, yearly individual pass as long as firefighter remains in good standing.
SW Employees**	Free, yearly individual pass (part-time) Free, yearly family pass (full-time)
Elected Officials	Free, yearly family pass while in office.

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

D. Corporate Membership Fees (Annual Only)

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

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

A. Multi-Purpose Room

- a. Residents \$30 for first hour and \$10 for each additional hour;
~~a-~~ one hour minimum and four hours maximum rental
- b. Nonresidents \$50 for first hour and \$20 for each additional hour
one hour minimum and four hours maximum rental
- c. Deposit \$200

~~a-~~

B. Aerobics Room

- a. Residents \$20 for first hour & \$10 for each additional hour
- b. Nonresidents \$40 for first hour & \$20 for each additional hour
- c. Deposit \$50

C. Gymnasium (Half-court only)

- a. Residents \$20 per hour - during hours of operation
- b. Nonresidents \$40 per hour – during hours of operation
- b-c. Deposit \$100

D. Exempt City Sponsored Activities

E. Discounts Discounts apply to long term continuous rentals

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

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

F. Deposit Policy: A security deposit is required for all rentals. Payment is due at the time the reservation is made and the balance paid at the time the key is picked up. Deposits made via check will be cashed. The security deposit will not be refunded if the key is lost, if the facility is found to be in disrepair upon inspection, or any rules mandated by the Health Department are broken. If the key is lost a refund may be given less the cost incurred to rekey and purchase new keys for the facility. If the facility or any items therein is found to be damaged or in disrepair, a refund of the

difference may be given if the cost of repair is less than the deposit. No refund will be given in the event the Health Department mandates are not followed.

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

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

CHAPTER 14: PARK FEES

Park Bowery and Other Reservable Area Fees

1. Cherry Farms Park Bowery*	<u>Resident</u>	<u>Non-Resident</u>
Mon-Thurs	\$20	\$35
Weekend	\$35	\$55
2. Central Park-Fire Station*		
Mon-Thurs	\$20	\$35
Weekend	\$35	\$55
3. Canyon Meadows*		
Mon-Thurs	\$20	\$35
Weekend	\$35	\$55
4. Posse Picnic Area		
Mon-Thurs	\$15	\$30
Weekend	\$30	\$50
5. Posse Arena	<i>Non-Reservable</i>	
6. Volleyball Courts* (10-hour time limit)	\$35	\$40
7. Ball Diamond* (Canyon Meadows Park & Cherry Farms Park)	\$35	\$40
8. Stage*	\$50	\$60
9. Canyon Meadows Basketball Court per hour	\$10	\$10
10. Canyon Meadows Pickleball Court		
A. Rental: 2 hours/ per court (up to 4 courts)	\$10	\$10
B. Tournament: per hour (all courts)	\$100	\$100
11. Canyon Meadows Concession Stand		

- A. **Rental:** \$50 rental plus \$300 refundable deposit
- B. **Deposit Policy:** A security deposit is required for all rentals. A \$50 payment is due at the time the reservation is made and the balance paid at the time the key is picked up. Deposits made via check will be cashed. The security deposit will not be refunded if the key is lost, if the facility is found to be in disrepair upon inspection, or any rules mandated by the Health Department are broken. If the key is lost a refund may be given less the cost incurred to re-key and purchase new keys for the facility. If the facility or any items therein is found to be damaged or in disrepair, a refund of the difference may be given if the cost of repair is less than the deposit. No refund will be given in the event the Health Department mandates are not followed.
- C. **Refunds:** The Fee and security deposit may be refunded in full if the reservation is canceled three (3) weeks prior to use. A refund of 50% of the fee and 100% of the security deposit may be made if the reservation is canceled less than 3 weeks, but more than 48 hours prior to scheduled use.

Special rules apply which are listed on Rental Agreement.

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

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

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

CHAPTER 15: RECREATION FEES

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

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

A. Basketball Jr. Jazz	\$49 Registration
B. Soccer	Pre-K and up \$35 without Shirt; \$45 with Shirt
C. Softball	\$49 Registration
D. Baseball	\$49 Registration
E. Tee-Ball	\$38 Registration

- F. Coach Pitch \$38 Registration
- G. Machine Pitch \$49 Registration
- H. Volleyball \$40 Registration
- I. Flag Football \$45 Registration
- J. Miscellaneous Events As determined by the Recreation Director

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

CHAPTER 16: WATER FEES

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

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

Gallon Allotment	Residential Using Secondary Water for Outdoor Needs	Residential w/Secondary Water Available	Residential w/o Secondary Water Available	Multi-Family Residential ¹	Non-Residential
Base Rate					
0	\$38.43	\$38.43	\$38.43	\$29.20	\$38.43
Usage Charges per 1,000 gallons					
1-2,000	2.00	2.00	2.00	2.00	2.00
2,001-4,000	2.20	2.20	2.20	2.20	2.20
4,001-6,000	2.50	2.50	2.50	2.50	2.50
6,001-8,000	3.00	3.00	3.00	3.00	3.00
8,001-10,000	3.50	3.50	3.50	3.50	3.50
10,001+	4.00		3.50	4.00	
10,001-15,000		6.00			
15,001-30,000		6.30			
30,001+		6.60			
10,001-30,000					3.75
30,001-60,000					4.00
60,001+					4.25

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

Definitions

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

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

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

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

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

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

- B. Sign-Up Fee** \$25.00
- C. Re-establishment Fee** \$75.00
Reestablish service after it has been shutoff at owner’s request.
- D. After Hours Service Fee** \$50.00
- E. Late Fee if not paid by the 18th of the month** \$15.00
In the event the 18th falls on a Saturday, Sunday, or holiday, the late fee will be added if the bill is not paid by close of business on the next day of business.
- F. Shut-Off Fee for Non-Payment** \$50.00 per occurrence
After Posted Business Office Hours including weekends and holidays. Meters will not be turned back on until business hours (SWC Code 8-1-4 B).

Once a Shut-off Fee has been assessed, the fee shall be due and payable even if the water is not actually turned off.
- G. Tamper Fee** \$200.00
Turning on/tampering with a water meter or using an illegal connection at any time is a class B misdemeanor (SWC Code 8-1-6 & 8-1-7)
- H. Fire Hydrant Meter** \$25.00 Rental Fee + \$500.00 deposit;
deposit refunded upon return of meter in working condition

CHAPTER 17: SEWER FEES

1. Sanitary Sewer Fees (Wastewater)

A. Monthly User Fees:	<u>City</u>	<u>CWSD**</u>
i) Residential	\$14.33	\$19.78 <u>22.26</u>
ii) Commercial (Minimum)***	\$28.66	\$39.56 <u>44.52</u>

iii)	Church	\$29.56	\$42.16 <u>47.44</u>
iv)	School	\$113.90	\$166.11 <u>186.91</u>
v)	Job Corps	\$770.49	\$1,131.19 <u>1,272.81</u>
vi)	Non-City Residential	\$20.50	\$28.85 <u>32.46</u>
vii)	*Multi-Family Residential	\$10.89 per unit	\$15.03 <u>16.91</u>

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

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

***Commercial use is based on a water usage with a 2 ERU minimum (up to 25,000 gal.); water usage over 25,000 gal. will be billed at \$1.15/1000 gallons (City) and ~~\$1.71~~1.52/1000 gal. (CWSD)

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

CHAPTER 18: STORM DRAIN

Monthly Utility Fee	\$15.75 <u>16.22</u> single family dwelling
	\$15.75 <u>16.22</u> Multi-family per unit
	Non-residential/commercial based on ERUs

CHAPTER 19: GARBAGE COLLECTION FEES (Monthly):

1. Residential Container	\$14.85 <u>15.15</u>
Extra Container	\$ 8.84 <u>8.99</u> (Four-month minimum)
2. Commercial Container	\$59.40 <u>60.59</u> (300-gallon container)
Extra Container	\$35.24 <u>35.94</u>
3. County or Non-Resident	\$16.85 <u>17.19</u> (90-gallon container)
Extra Container	\$10.84 <u>11.03</u> (Four-month minimum)
4. Residential Container	\$65.00 (Replacement charge for each damaged, destroyed, or lost can).

*A business or resident may have two 90-gallon containers at the residential rate. Upon request of a third container, the commercial rate will then be charged in that the first two 90-gallon containers will be billed as one commercial 300-gallon container and the additional containers will be charged at

the commercial extra container rate. All home occupations are considered residential - not residential and business.

5. Putting Utilities on Hold

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

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

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

CHAPTER 20: TRANSPORTATION UTILITY FEES (Monthly)

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

CHAPTER 21: UTILITY BILLING

1. Standard Residential (minimum monthly charges)

Water	\$38.43 plus usage as stated in table in CFS Ch. 20.2
Garbage	\$14.85 <u>15.15</u> ; extra container \$8.81 <u>9.99</u>
Storm Sewer	\$15.75 <u>16.22</u>
Central Weber Sewer	\$19.78 <u>22.26</u>
Sewer	\$14.33
Transportation Utility	<u>\$15.00</u>
TOTAL	\$118.14 <u>121.39</u>

2. Putting Utilities on Hold

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

- a. The resident must be out of town for a minimum of two full months, and
- b. Resident must notify South Weber City prior to the first day of the first month for which they desire the services be placed on hold, and

- c. Resident understands that these services will only be held in one-month increments and that the city will not prorate nor split monthly fees. For example, if resident leaves midmonth the resident will be required to pay the full monthly water and garbage fees for that month. Likewise, if the resident returns mid-month the resident will be required to pay the full monthly service fees for water and garbage for the month in which they returned.

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

CHAPTER 22: COLLECTION FEES

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

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

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

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

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

CHAPTER 23: SPECIAL EVENT PERMIT FEES

1. **Application** \$ 50/\$100 non-resident
2. **Refundable Damage Deposit** \$150 (Inspection required)
Additional \$75 for each 100 people above 299
3. **Public Works**
 - A. 1-299 participants \$ 75/\$150 non-resident per hour
 - B. 300-499 participants \$100/\$200 non-resident per hour
 - C. 500 or more participants \$150/\$300 non-resident per hour
4. **Public Safety/Law** (Based on size of event)
 - A. Minimum of 2 deputies \$ 30/\$60 non-resident per hour

5. Public Safety/Fire and EMS

- | | |
|---|-------------------------------------|
| A. 1-299 participants | \$ 75/\$150 non-resident per hour |
| B. 300-499 participants | \$100/\$200 non-resident per hour |
| C. 500 or more participants
(Includes ambulance on site) | \$150/\$300 non-resident per hour |
| D. Special Hazards | \$500/\$1,000 non-resident per hour |

Note: Public property rental application and fees are not included.

RESOLUTION 23-27
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING
FY 2024 CONSOLIDATED FEE SCHEDULE

WHEREAS, with each budget year, the Consolidated Fee Schedule is reviewed and adopted;
and

WHEREAS, Central Weber Sewer Improvement District and Wasatch Integrated Waste Management District have increased their fees for sewer and sanitation. These will be collected and passed on to those service providers; and

WHEREAS, the adopted rate study for storm drain fees includes a 3% increase each year which is applied each July first; and

WHEREAS, the recreation department will now charge a deposit for room rentals to cover any damage incurred;

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

Section 1. Adoption: The 2024 Consolidated Fee Schedule is hereby adopted as attached in **Exhibit 1**.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 27th day of June 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
CONSOLIDATED FEE SCHEDULE
FY 2024

**CONSOLIDATED FEE SCHEDULE
of South Weber City
(Adopted 6-27-2023)**

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CHAPTER 1: ADMINISTRATIVE CHARGES

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

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

CHAPTER 2: PUBLIC SAFETY

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

CHAPTER 3: ANNEXATION

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

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

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

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

CHAPTER 4: LAND USE APPEALS AND VARIANCE APPLICATIONS

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

CHAPTER 5: BUSINESS LICENSES

- 1. Home Occupations with patrons/employees** \$50 plus annual Fire Inspection Fee** per year
- 2. Group Home** \$50 plus annual Fire Inspection Fee* per year

3. Short-Term or Vacation Rental	\$50 plus annual Fire Inspection Fee** per year
4. Internal Dwelling Unit	\$50 plus annual Fire Inspection Fee** per year
5. Commercial	\$50 plus annual Fire Inspection Fee (plus any other applicable fees)** per year
A. Alcoholic Beverage License (Retail)	
Single Event	\$250 per event
Off-Premise	\$350 per year
Full-Service Restaurant; Limited-Service Restaurant; On-Premise Banquet; Beer Only:	\$500 per year
B. Cabarets	
Class A -	\$200 per year
Class B -	\$100 per year
C. Sexually Oriented Businesses	
Businesses Other Than Outcall	\$250 per business per year
Outcall Service	\$400 per business per year
Employee Licenses	\$150 per employee per year
6. Mobile Businesses	
License	\$50 per year
Single Use Permit	\$30 per application
Recurring Operation Use Permit	\$50 per application
Special Event Permit	\$40 per event
7. Construction	\$50 plus annual Fire Inspection Fee** per year
8. Mining	\$1,377 plus annual Fire Inspection Fee** per year
9. Solicitors/Peddlers	\$50 per person valid for 1 year.
10. Vending Machine	\$40 per machine per year
11. Temporary Business	\$65 per application**
12. Fire Inspection	

A. Home Occupation/Group Home	\$20 per yearly inspection*
B. Light/Medium Commercial	\$40 per yearly inspection*
C. Large Commercial or Mining/Gravel Pit	\$70 per yearly inspection*
D. Short Term Rental/Internal Dwelling Units	\$40 per yearly inspection*
13. Amendment to Original Application/License	\$10 (Staff approval) \$25 (Planning Commission approval)
14. Additional Copy of Business License	\$5 each

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

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

LATE PAYMENT ON BUSINESS LICENSE:

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

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

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

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

CHAPTER 6: BUILDING PERMIT FEES

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

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

1. Permit Fees

A. Building Permit Fee	Based on ICC formula of Gross Area x Square Foot
-------------------------------	--

	Construction Cost x Permit Fee Multiplier
B. Plan Check Fee	30% of Building Fee or \$47 minimum, plus 100% of professional services fees**
C. State Fee	1% of Building Fee charged on all building permits
D. Elect/Mech	\$97.47 includes \$50 refundable completion bond; pay in full when submitted (Includes state fee)
E. Solar Panel, Wind Turbine, or any other alternative energy source	\$351.50 (includes \$200 refundable completion bond) plus \$47 plan check fee.
F. Fire Damage	\$47 per inspection plus plan check fee
G. Agricultural Building	Computed as a carport or garage.
H. Remodeling	\$351.50 (includes \$200 completion bond) plus \$47 plan check fee
I. Finish Basement	\$351.50 (includes \$200 completion bond). . . plus \$47 plan check fee
J. Swimming Pool	\$351.50 (includes \$200 completion bond) plus \$47 plan check fee
K. Wood Stoves	\$47 per inspection
L. Demolition	\$594 includes (\$500 completion bond) ; minimum two inspections at \$47 each
M. Roof (structure change only)	\$97.47 includes (\$50 Completion bond) plus plan check fee
N. Sign Permit (temp)	\$147.50; (includes \$50 completion bond). which is refundable when sign is taken down.
O. Parking Lots	Site Plan Review by Planning Commission. Cost of two inspections: (1) Completion (2) Compliance to PC requirements
P. Communication Tower	\$1,000

Q. After Hours Inspection	\$94 per inspection
R. Penalty Fee	i) \$50, charged after a second or subsequent "failed" inspection on the same item and/or inspection. Fee is payable prior to third or subsequent inspection being performed. ii) \$150, charged for failure to obtain a valid permit before work has commenced.
S. Owner Transfer Fee	\$25
T. Amendment to Approved Permit	\$100 for each plan check fee for single family dwellings \$47 for each plan check fee for all other types of permit
U. Credit Card Service Fee	3%
V. Flood Plain Permit Fee	\$100 plus 100% of professional services fees**

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

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

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

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

2. Completion Bonds

A. Commercial

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

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

B. Residential

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

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

Commercial 1½ "	1.5	\$ 4,400	Based on water meter size
Commercial 2"	2	\$ 5,867	Based on water meter size
Commercial 3"	6.4	\$18,776	Based on water meter size
Commercial 4"	10	\$29,338	Based on water meter size

6. Transportation

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

ITE Code	ITE Land Use	Unit	Trip Rate	Pass-by Reduction	Adjusted Trip Rate	Impact Fee
522	Middle School / Junior High School	1000 Sq. Feet Gross Floor Area	1.19		0.60	\$2,131.54
530	High School	1000 Sq. Feet Gross Floor Area	0.97		0.49	\$1,737.47
534	Private School (K-8)	Students	0.60		0.30	\$1,074.73
560	Church	1000 Sq. Feet Gross Floor Area	0.55		0.28	\$985.17
565	Day Care Center	1000 Sq. Feet Gross Floor Area	12.34		6.17	\$22,103.53
590	Library	1000 Sq. Feet Gross Floor Area	7.30		3.65	\$13,075.83
610	Hospital	1000 Sq. Feet Gross Floor Area	0.93		0.47	\$1,665.82
710	General Office Building	1000 Sq. Feet Gross Floor Area	1.49		0.75	\$2,668.90
720	Medical-Dental Office Building	1000 Sq. Feet Gross Floor Area	3.57		1.79	\$6,394.62
770	Business Park	1000 Sq. Feet Gross Floor Area	1.26		0.63	\$2,256.92
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	4.49		2.25	\$8,042.53
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	6.94		3.47	\$12,430.99
820	Shopping Center / Strip Mall	1000 Sq. Feet Gross Leasable Area	3.71	34%	1.22	\$4,385.96
826	Specialty Retail Center	1000 Sq. Feet Gross Leasable Area	2.71		1.36	\$4,854.18
841	Automobile Sales	1000 Sq. Feet Gross Floor Area	5.98		2.99	\$10,711.43
848	Tire Store	1000 Sq. Feet Gross Floor Area	4.15	28%	1.49	\$5,352.13
850	Supermarket	1000 Sq. Feet Gross Floor Area	9.48	36%	3.03	\$10,867.63

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

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

7. Weber Basin Water

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

8. Central Weber Sewer *

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

*This includes a 5% administrative fee.

There is an additional \$75.00 fee if connecting directly to the Central Weber Sewer Line. The City collects sewer service charges on behalf of Central Weber Sewer District. Any increase in Central Weber Sewer District’s impact fee will be passed on to the consumer, with such increase to go into effect at the time Central Weber Sewer makes the increase effective.

9. Storm Sewer

Residential - Single Family, Duplexes, Townhouses, Condos = 1.0 ERU per lot/unit

Cost per ERU				
2022	2023	/2024	2025	2026
\$ 1,256	\$ 1,261	\$ 1,266	\$ 1,271	\$ 1,276

Residential - Apartments = .75 ERUs per unit

Nonresidential – Commercial, Industrial, Institutional, etc. = 1.0 ERU per 3,365 ft² of hard surface

CHAPTER 8: CONDITIONAL USE PERMITS

1. Non-Residential Zones

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

2. Residential Zones

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

- 3. Amendment** ½ of what original fee would be if it were a new application plus 100% of professional services** (includes one site plan meeting). Additional site plans see (4) below.
- 4. Site Plan Meeting** \$200 per meeting plus 100% of professional services**

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

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

CHAPTER 9: PLANNING & DEVELOPMENT FEES

1. Subdivisions: (Private & Public)

A. Minor Subdivision (1-10 Lots)

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

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

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

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

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

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

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

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

2. Escrow Agreement

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

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

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

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

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

Beginning September 1, 2022, all unpaid invoices will accrue an additional **monthly** delinquent fee of \$30.00. If balances remain unpaid for ninety (90) days and payment arrangements have not been made in writing, accounts will be turned over to collections incurring a 40% collections fee payable to the collection company.

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

CHAPTER 10: ZONING/ORDINANCES

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

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

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

7. Escrow/Financial Guarantee Total Square Feet X \$2.80 (*NPC)

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

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

TSF = Total Square Footage of excavation site restoration

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

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

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

CHAPTER 12: COURT FEES FOR CITY ORDINANCE VIOLATIONS

Class B Misdemeanors	\$150 fine including state surcharges*
Class C Misdemeanors	\$80 fine including state surcharges*
Infractions	\$25 fine including state surcharges*
Credit Card Convenience Fee	\$3.00

*Subject to change based on state fine schedule

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

1. Membership Fees*

A. Residents

Individual Pass	\$2 day	\$20 month	\$100 – 6 Months	\$180 – Year
Family Pass	\$5 day	\$30 month	\$150 – 6 Months	\$270 – Year

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

B. Non-Residents

Individual Pass	\$3 day	\$25 month	\$125 – 6 Months	\$200 – Year
Family Pass	\$7 day	\$40 month	\$175 – 6 Months	\$300 – Year

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

C. Discounted Membership Fees

Senior Citizens (Age 65 & up) 50% discount on all membership fees.

SW Firefighters** Free, yearly individual pass as long as
firefighter remains in good standing.

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

Elected Officials Free, yearly family pass while in office.

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

D. Corporate Membership Fees (Annual Only)

Corporate Membership (Company within SW City) (List of members must be submitted)	\$800 Annual up to 10 members
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Corporate Membership (Company outside SW City) (List of members must be submitted)	\$1,000 Annual up to 10 members
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2. Rental Fees for Family Activity Center - Reservations made with Rec. Department

A. Multi-Purpose Room

- | | |
|-----------------|--|
| a. Residents | \$30 for first hour and \$10 for each additional hour;
one hour minimum and four hours maximum rental |
| b. Nonresidents | \$50 for first hour and \$20 for each additional hour
one hour minimum and four hours maximum rental |
| c. Deposit | \$200 |

B. Aerobics Room

- | | |
|-----------------|---|
| a. Residents | \$20 for first hour & \$10 for each additional hour |
| b. Nonresidents | \$40 for first hour & \$20 for each additional hour |
| c. Deposit | \$50 |

C. Gymnasium (Half-court only)

- | | |
|-----------------|---|
| a. Residents | \$20 per hour - during hours of operation |
| b. Nonresidents | \$40 per hour – during hours of operation |
| c. Deposit | \$100 |

D. Exempt City Sponsored Activities

E. Discounts Discounts apply to long term continuous rentals

After 1-year rental period in good standing, 20% on following 1-year rental

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

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

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

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

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

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

CHAPTER 14: PARK FEES

Park Bowery and Other Reservable Area Fees

	<u>Resident</u>	<u>Non-Resident</u>
1. Cherry Farms Park Bowery*		
Mon-Thurs	\$20	\$35
Weekend	\$35	\$55
2. Central Park-Fire Station*		
Mon-Thurs	\$20	\$35
Weekend	\$35	\$55
3. Canyon Meadows*		
Mon-Thurs	\$20	\$35
Weekend	\$35	\$55
4. Posse Picnic Area		
Mon-Thurs	\$15	\$30
Weekend	\$30	\$50
5. Posse Arena	<i>Non-Reservable</i>	
6. Volleyball Courts* (10-hour time limit)	\$35	\$40
7. Ball Diamond* (Canyon Meadows Park & Cherry Farms Park)	\$35	\$40
8. Stage*	\$50	\$60
9. Canyon Meadows Basketball Court per hour	\$10	\$10
10. Canyon Meadows Pickleball Court		
A. Rental: 2 hours/ per court (up to 4 courts)	\$10	\$10
B. Tournament: per hour (all courts)	\$100	\$100
11. Canyon Meadows Concession Stand		
A. Rental: \$50 rental plus \$300 refundable deposit		

- B. Deposit Policy:** A security deposit is required for all rentals. A \$50 payment is due at the time the reservation is made and the balance paid at the time the key is picked up. Deposits made via check will be cashed. The security deposit will not be refunded if the key is lost, if the facility is found to be in disrepair upon inspection, or any rules mandated by the Health Department are broken. If the key is lost a refund may be given less the cost incurred to re-key and purchase new keys for the facility. If the facility or any items therein is found to be damaged or in disrepair, a refund of the difference may be given if the cost of repair is less than the deposit. No refund will be given in the event the Health Department mandates are not followed.
- C. Refunds:** The Fee and security deposit may be refunded in full if the reservation is canceled three (3) weeks prior to use. A refund of 50% of the fee and 100% of the security deposit may be made if the reservation is canceled less than 3 weeks, but more than 48 hours prior to scheduled use.

Special rules apply which are listed on Rental Agreement.

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

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

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

CHAPTER 15: RECREATION FEES

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

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

A. Basketball Jr. Jazz	\$49 Registration
B. Soccer	Pre-K and up \$35 without Shirt; \$45 with Shirt
C. Softball	\$49 Registration
D. Baseball	\$49 Registration
E. Tee-Ball	\$38 Registration
F. Coach Pitch	\$38 Registration
G. Machine Pitch	\$49 Registration

- H. Volleyball \$40 Registration
- I. Flag Football \$45 Registration
- J. Miscellaneous Events As determined by the Recreation Director

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

CHAPTER 16: WATER FEES

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

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

Gallon Allotment	Residential Using Secondary Water for Outdoor Needs	Residential w/Secondary Water Available	Residential w/o Secondary Water Available	Multi-Family Residential ¹	Non-Residential
Base Rate					
0	\$38.43	\$38.43	\$38.43	\$29.20	\$38.43
Usage Charges per 1,000 gallons					
1-2,000	2.00	2.00	2.00	2.00	2.00
2,001-4,000	2.20	2.20	2.20	2.20	2.20
4,001-6,000	2.50	2.50	2.50	2.50	2.50
6,001-8,000	3.00	3.00	3.00	3.00	3.00
8,001-10,000	3.50	3.50	3.50	3.50	3.50
10,001+	4.00		3.50	4.00	
10,001-15,000		6.00			
15,001-30,000		6.30			
30,001+		6.60			
10,001-30,000					3.75
30,001-60,000					4.00
60,001+					4.25

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 17: SEWER FEES

1. Sanitary Sewer Fees (Wastewater)

A. Monthly User Fees:	<u>City</u>	<u>CWSD**</u>
i) Residential	\$14.33	\$22.26
ii) Commercial (Minimum)***	\$28.66	\$44.52
iii) Church	\$29.56	\$47.44
iv) School	\$113.90	\$186.91

v)	Job Corps	\$770.49	\$1,272.81
vi)	Non-City Residential	\$20.50	\$32.46
vii)	*Multi-Family Residential	\$10.89 per unit	\$16.91

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

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

***Commercial use is based on a water usage with a 2 ERU minimum (up to 25,000 gal.); water usage over 25,000 gal. will be billed at \$1.15/1000 gallons (City) and \$1.71/1000 gal. (CWSD)

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

CHAPTER 18: STORM DRAIN

Monthly Utility Fee	\$16.22 single family dwelling \$16.22 Multi-family per unit Non-residential/commercial based on ERUs
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CHAPTER 19: GARBAGE COLLECTION FEES (Monthly):

1. Residential Container	\$15.15
Extra Container	\$ 8.99 (Four-month minimum)
2. Commercial Container	\$60.59 (300-gallon container)
Extra Container	\$35.94
3. County or Non-Resident	\$17.19 (90-gallon container)
Extra Container	\$11.03 (Four-month minimum)
4. Residential Container	\$65.00 (Replacement charge for each damaged, destroyed, or lost can).

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

5. Putting Utilities on Hold

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

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

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

CHAPTER 20: TRANSPORTATION UTILITY FEES (Monthly)

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

CHAPTER 21: UTILITY BILLING

1. Standard Residential (minimum monthly charges)

Water	\$38.43 plus usage as stated in table in CFS Ch. 20.2
Garbage	\$15.15 extra container \$8.99
Storm Sewer	\$16.22
Central Weber Sewer	\$22.26
Sewer	\$14.33
Transportation Utility	<u>\$15.00</u>
TOTAL	\$121.39

2. Putting Utilities on Hold

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

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

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

CHAPTER 22: COLLECTION FEES

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

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

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

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

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

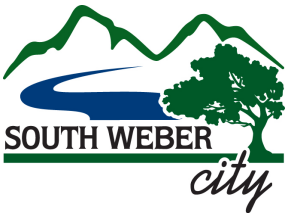
CHAPTER 23: SPECIAL EVENT PERMIT FEES

1. **Application** \$ 50/\$100 non-resident
2. **Refundable Damage Deposit** \$150 (Inspection required)
Additional \$75 for each 100 people above 299
3. **Public Works**
 - A. 1-299 participants \$ 75/\$150 non-resident per hour
 - B. 300-499 participants \$100/\$200 non-resident per hour
 - C. 500 or more participants \$150/\$300 non-resident per hour
4. **Public Safety/Law** (Based on size of event)
 - A. Minimum of 2 deputies \$ 30/\$60 non-resident per hour
5. **Public Safety/Fire and EMS**
 - A. 1-299 participants \$ 75/\$150 non-resident per hour
 - B. 300-499 participants \$100/\$200 non-resident per hour
 - C. 500 or more participants \$150/\$300 non-resident per hour
(Includes ambulance on site)

D. Special Hazards

\$500/\$1,000 non-resident per hour

Note: Public property rental application and fees are not included.



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

June 27, 2023

PREPARED BY

David Larson
City Manager

ITEM TYPE

Legislative

ATTACHMENTS

Resolution 23-28: Issuance of
Lease Revenue Bonds

PRIOR DISCUSSION DATES

June 13, 2023

AGENDA ITEM

Resolution 23-28: Issuance of Lease Revenue Bonds

PURPOSE

Establish parameters for which the City can borrow money to complete the Public Works Facility Project

RECOMMENDATION

Staff recommends approval

BACKGROUND

For years, the City has been actively pursuing building a new public works facility to provide essential services to the community. The next step in that process is to establish the outer limits of how much money the City would consider borrowing, including the highest interest rate and the longest term to be considered as well. The City's Financial Advisor and Bond Counsel have suggested the parameters of the bond be established at a principal amount no more than \$10,000,000; a term of no more than 26 years; and an interest rate not to exceed 5.50%.

As the project progresses and exact construction costs are determined, the final amount to be borrowed as well as the specific term and rate will be finalized. The goal is to be as low as possible for each of the 3 categories described above while meeting the needs of the community.

ANALYSIS

NA

RESOLUTION 23-28**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING THE ISSUANCE OF THE LOCAL BUILDING AUTHORITY OF SOUTH WEBER CITY, UTAH LEASE REVENUE BOND, SERIES 2023**

WHEREAS, the Local Building Authority of the South Weber City, Utah (the “*Issuer*”) has been duly organized as a Utah nonprofit corporation by the South Weber City, Utah (the “*City*”) solely for the purpose of (a) accomplishing the public purposes for which the City exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, and (b) financing the costs of such projects on behalf of the City in accordance with the procedures and subject to the limitations of the Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the “*Act*”) and other applicable Utah law; and

WHEREAS, the Act provides that the Issuer may issue and sell its bonds for the purpose of paying the costs of acquiring, improving or extending a project (as such term is defined in the Act), and such bonds shall be secured by a pledge and assignment of the revenues received by the Issuer under the leasing contract (as such term is defined in the Act) with respect to the project financed or refinanced with the proceeds of the sale of such bonds and may be secured by (a) a mortgage (as defined in the Act) covering all or any part of such project, (b) a pledge and assignment of the leasing contract for that project, (c) amounts held in reserve funds or (d) such other security devices with respect to the project as may be deemed most advantageous by the Issuer; and

WHEREAS, the City Council of the City (the “*Council*”) desires the Issuer to undertake the construction of a certain project pursuant to the Act consisting of the acquisition, construction and improvement of a public works facility (the “*Project*”) on certain real property located in the City the (“*Property*”); and

WHEREAS, the Issuer and the City will enter into that certain Master Lease Agreement (the “*Lease*”), the form of which is attached hereto as *Exhibit B*, pursuant to which the Issuer has agreed (a) to Acquire or to cause the Acquisition (as such terms are defined in the Lease) of the Project and (b) to lease the Property to the City, all on the terms and conditions set forth in the Lease; and

WHEREAS, the Council has heretofore reviewed and approved the plans and specifications for the Project in satisfaction of the requirements of Section 17D-2-302 of the Act; and

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Indenture, the Issuer has determined that it is in the best interest of the Issuer and the City (a) to issue its Local Building Authority of the South Weber City, Utah Lease Revenue Bonds, Series 2023 (the “*Series 2023 Bonds*”) pursuant to this Resolution and an Indenture of Trust (the “*Indenture*”), the form of which is attached hereto as *Exhibit C*, to provide funds for the purpose of (i) paying a

portion of the costs of constructing the Project as provided in the Lease and (ii) paying costs of issuance relating to the issuance, sale and delivery of the Series 2023 Bonds, (b) to lease the Leased Property (as defined in the Lease) to the City in consideration of certain Base Rentals (as defined in the Lease) and Additional Rentals (as defined in the Lease) to be paid as provided in the Lease, which will be sufficient (so long as the City extends the term of the Lease for each successive one-year renewal term) to pay the principal of, and premium, if any, and interest on, the Series 2023 Bonds and certain other costs and expenses as provided in the Lease; and

WHEREAS, the Issuer desires to secure its payment obligations under the Indenture by executing and delivering one or more Leasehold Deed of Trust, Assignment of Rents and Security Agreement (the “*Deed of Trust*”), attached hereto as *Exhibit D*, for the benefit of the holders of the Series 2023 Bonds; and

WHEREAS, in the opinion of the Council, it is in the best interest of the City and the Issuer that the Designated Officer be authorized to (i) determine whether to pursue a competitive sale, negotiated sale or private placement for the sale of the Bonds, (ii) if a competitive sale is pursued, accept or reject the bids received for the Bonds pursuant to the PARITY[®] electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds, (iii) if a negotiated sale is pursued, select an underwriter for the Bonds, (iv) if a private placement is pursued, select a purchaser for the Bonds and (v) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Certificate of Determination containing such terms and provisions;

WHEREAS, there has presented to the Council at this meeting the proposed form of each of the following agreements: (a) the Indenture; (b) the Lease, (c) the Deed of Trust, and (d) the Bond Purchase Agreement (defined below) (collectively, the “*Operative Agreements*”), in connection with the issuance of the Series 2023 Bonds and the financing of the Project; and

WHEREAS, the Issuer proposes to adopt a Bond Resolution dated as of the date of this Resolution for the Issuance of its Series 2023 Bonds (the “*Bond Resolution*”), attached hereto as *Exhibit F*.

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

Section 1. Approval of Issuance of Series 2023 Bonds. For the purposes enumerated in the preamble to this Resolution and paying the costs and expenses incidental thereto and to the issuance of the Series 2023 Bonds hereinafter described, the Council hereby approves the issuance of the Series 2023 Bonds by the Issuer pursuant to the Act and in accordance with and subject to the terms, conditions and limitations established in the Indenture and in the Bond Resolution and in accordance with and subject to the terms, conditions and limitations established in the Indenture.

Section 2. Terms of the Series 2023 Bonds.

(a) The Series 2023 Bonds shall be dated as of their date of original issuance and delivery (the “*Dated Date*”), shall mature on the dates and in the principal amounts, and shall bear interest

from the Dated Date, payable at the interest rates provided in the Certificate of Determination (as defined in the Bond Resolution). The Series 2023 Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) There is hereby delegated to the Designated Officer of the Issuer (as defined in the Bond Resolution), subject to the limitations contained in this Resolution, the power to determine and effectuate the following with respect to the Series 2023 Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the aggregate principal amount of the Series 2023 Bonds; *provided* that the aggregate principal amount of the Series 2023 Bonds shall not exceed \$10,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2023 Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than 26 years from their date or dates;

(iii) the interest rate or rates of the Series 2023 Bonds, *provided, however*, that the average interest rate to be borne by any Bond shall not exceed 5.50% per annum;

(iv) the sale of the Series 2023 Bonds to the purchaser of the bonds (the “Purchaser”) of the Series 2023 Bonds and the purchase price to be paid by the Purchaser for the Series 2023 Bonds; *provided, however*, that the discount from par of the Series 2023 Bonds shall not exceed two percent (2.00%) (expressed as a percentage of the principal amount);

(v) the Series 2023 Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Series 2023 Bonds, if any;

(vii) the use and deposit of the proceeds of the Series 2023 Bonds; and

(viii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

The Authorized Officer shall make such determinations as provided above and shall execute the Certificate of Determination containing such terms and provisions of the Series 2023 Bonds, which execution shall be conclusive evidence of the actions or determinations of the Authorized Officer as to the matters stated therein.

(c) The Series 2023 Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(d) The Series 2023 Bonds shall be in substantially the forms set forth in the Indenture, which forms are hereby incorporated herein by this reference, and the provisions for the signatures, authentication, payment, places of payment, medium of payment, transfer, exchange, registration, number and other provisions thereof, to the extent not provided herein, shall be as set forth in the

Indenture as finally executed and are hereby approved and hereby incorporated herein by this reference. The form of the Series 2023 Bonds, submitted to this meeting as part of the recitals to the Indenture be, and the same hereby is, approved, and when the same shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this Resolution in the aggregate principal amount herein provided, they shall represent the approved form of the Series 2023 Bonds of the Issuer.

(e) Upon the occurrence of an Event of Nonappropriation (as such term is defined in the Lease) or an Event of Default under the Lease or the Indenture, the trustee for the Series 2023 Bonds (the “Trustee”) shall be entitled to exercise such rights and remedies (including but not limited to the appointment of a receiver) as are provided in the Indenture or as are otherwise provided to the Issuer under the Act or other applicable law; *provided, however*, that no deficiency judgment upon foreclosure of the lien of the Indenture may be entered against the Issuer, the City, the State of Utah or any political subdivision of the State of Utah, except as otherwise expressly provided in the Indenture and as permitted by the Act.

Section 3. Limited Obligations. The Series 2023 Bonds, together with the interest and premium, if any, thereon, are not general obligations of the Issuer but are limited obligations and, except for the security provided by the Indenture, pursuant to Section 17D-2-505 of the Act, are payable solely out of Base Rentals received by the Trustee under the Lease and certain other amounts received under the Indenture. Nothing in this Resolution, the Indenture or the Series 2023 Bonds shall be construed as requiring the State of Utah or any political subdivision of the State of Utah to pay any of the Series 2023 Bonds or to pay any of the premium (if any) or interest thereon or to appropriate any money to pay the same. Pursuant to Section 17D-2-505 of the Act and the Indenture, the Series 2023 Bonds shall be secured by the Trust Estate, which is specifically pledged, mortgaged, hypothecated, assigned and otherwise secured in the Indenture, subject to Permitted Encumbrances, for the equal and ratable payment of the Series 2023 Bonds and any bonds hereafter issued on a parity with the Series 2023 Bonds under the Indenture and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Series 2023 Bonds and such additional parity bonds, except as may be otherwise expressly authorized in the Indenture. Neither the full faith and credit nor the taxing powers of the State of Utah or any political subdivision of such State is pledged to the payment of the principal of, or premium, if any, or interest on, the Series 2023 Bonds or other costs appertaining thereto. The Series 2023 Bonds and the interest and premium, if any, thereon do not now and shall never constitute an indebtedness of the Issuer, the City, the State of Utah or any political subdivision of such State within the meaning of any State constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State of Utah or any political subdivision of the State of Utah. No breach of any covenant or agreement in the Indenture or the Lease shall impose any general obligation or liability upon, nor a charge against, the City or the general credit or taxing power of the State of Utah or any of its political subdivisions. THE OBLIGATION OF THE CITY TO PAY BASE RENTALS AND OTHER AMOUNTS UNDER THE LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION OF THE CITY TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE CITY, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE SERIES 2023 BONDS NOR THE EXECUTION AND DELIVERY OF THE LEASE DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO APPROPRIATE ANY MONEY TO PAY ANY RENTALS UNDER THE LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY’S THEN CURRENT FISCAL YEAR OR OBLIGATE THE

STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE CITY TO THE EXTENT PROVIDED IN THE LEASE) TO PAY ANY RENTALS DUE TO THE ISSUER UNDER THE TERMS OF THE LEASE. NO PERSON EXECUTING THE SERIES 2023 BONDS OR THE LEASE SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE SERIES 2023 BONDS OR THE EXECUTION OF THE LEASE.

Section 4. Authorization to Execute and Deliver Operative Agreements. The forms, terms and provisions of each of the Operative Agreements are each hereby approved in substantially the forms presented at this meeting and attached hereto, with such insertions, omissions and changes as shall be approved by the Issuer as provided in the Bond Resolution and, to the extent that the City is a party to any such document, the Mayor of the City (the “*Mayor*”), the execution of such documents by the Issuer and Mayor being conclusive evidence of such approval. The appropriate officers of the Issuer are hereby authorized and directed to execute, attest and countersign, the Indenture and each of the other Operative Agreements to which the Issuer is a party and to affix or imprint the seal of the Issuer thereon. The Mayor is hereby authorized and directed to execute and the City Recorder of the City (the “*City Recorder*”) to attest and countersign the Lease and each of the other Operative Agreements to which the City is a party.

Section 5. Approval of Bond Purchase Agreement and Sale of the Bonds.

(a) The Bonds are hereby authorized to be sold to the Purchaser, on the terms and conditions set forth in the Certificate of Determination and a Bond Purchase Agreement (the “*Bond Purchase Agreement*”), a form of which is attached hereto as *Exhibit E*, and upon the basis of the representations therein set forth; *provided* that such terms shall not exceed the limitations set forth in Section 2 herein. The Bond Purchase Agreement is hereby authorized and approved. To evidence the acceptance of the Bond Purchase Agreement, the Mayor is hereby authorized to execute and deliver, in substantially the form attached hereto as *Exhibit E*, with such insertions, deletions, changes, omissions and variations as the Mayor may deem appropriate (such approval of the Mayor of any such changes shall be conclusively established by the execution of the Bond Purchase Agreement).

(b) The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in the Certificate of Determination.

(c) The Mayor is hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and the City Recorder is hereby authorized, empowered and directed to attest such execution and to countersign.

Section 6. Other Actions with Respect to the Series 2023 Bonds and the Indenture and Lease.

The officers and employees of the City shall take all action necessary in conformity with the Act to carry out the issuance of the Series 2023 Bonds and the execution and delivery of the Operative Agreements, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2023 Bonds and the execution and delivery of the Indenture. If the Mayor or the City Recorder shall be unavailable to execute, countersign or attest (as applicable), any of the Operative Agreements and/or the other documents that they are hereby authorized to execute, countersign and attest, the

same may be executed, countersigned, and attested (as applicable) by the Mayor Pro Tem or by the Deputy City Recorder, respectively.

Section 7. Filing of Resolution. The City Recorder, as Secretary of the Issuer, is hereby authorized and directed to file a certified copy of this Resolution in the records of the Issuer promptly following the adoption hereof.

Section 8. Resolution Irrepealable. After any of the Series 2023 Bonds are delivered by the Trustee to the Purchaser upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Series 2023 Bonds and interest thereon shall have been fully paid, canceled and discharged.

Section 9. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution; *provided, however,* that nothing in this Section shall be construed to amend or modify the limitations provided in Section 4 hereof.

Section 10. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 11. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

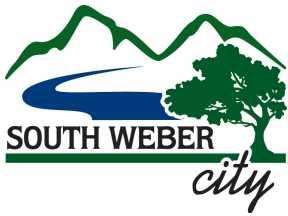
Section 12: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 27th day of June 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

June 27, 2023

PREPARED BYTrevor Cahoon
Community Services Dir.ITEM TYPE

Administrative

ATTACHMENTS

Draft Policy Section

PRIOR DISCUSSION DATES

N/A

AGENDA ITEM

Resolution 23-29: Policies and Procedures

PURPOSE

Approval of Resolution 23-29: Policies and Procedures. The purpose of this staff report is to inform the council of the proposed policy update for the employment of Minors.

RECOMMENDATION

1. It is recommended that the City Council review and approve Resolution 23-29: Policies and Procedures.

BACKGROUND

The City of South Weber acknowledges the importance of facilitating employment opportunities for minors aged 14 and above while ensuring compliance with relevant labor laws and safeguarding their well-being. To establish a comprehensive framework, the Employment of Minors Policy outlines essential guidelines, including eligibility criteria, work hour restrictions, prohibited job categories, educational obligations, and specific regulations concerning hiring, training, supervision, and monitoring. It also emphasizes the City's commitment to upholding federal labor laws and aligning practices accordingly.

- Eligibility and Restrictions: Minors aged 14 and older can be employed, subject to specific limitations.
- Work Hours: Minors aged 14-15 have restricted work hours during school and non-school periods.
- Prohibited Jobs: Certain hazardous jobs and industries are off-limits for minors aged 14-15.
- Education: Minors aged 14-15 must attend school and cannot work during school hours.
- Seasonal Parks Employment: Minors aged 14-15 cannot work as seasonal park employees.
- Motor Vehicles: Restrictions on operating motor vehicles based on age and location.
- Hiring and Training: Background checks, drug tests, and job-specific training for minors.
- Supervision and Monitoring: Minors under 16 must be supervised by adults, and compliance monitoring is in place.
- Federal Superseding: Federal child labor regulations take precedence over conflicting provisions in this policy.

RESOLUTION 23-296

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AMENDING THE POLICIES AND PROCEDURES TO INCLUDE 3.050 EMPLOYMENT OF MINORS POLICY

WHEREAS, South Weber acknowledges the importance of facilitating employment opportunities for minors aged 14 and above; and

WHEREAS, the City wishes to adhere to all state and federal regulations regarding this specific population in the work force;

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

Section 1. Amending: Section 3.050 Employment of Minors Policy as attached in **Exhibit 1** shall be added to the current Policies and Procedures manual.

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 27th day of June 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

3.050 EMPLOYMENT OF MINORS POLICY

3.050 Employment of Minors Policy:

The City of South Weber recognizes the value of providing employment opportunities for minors age 14 and older, while also ensuring compliance with applicable labor laws and protections. The purpose of this policy is to outline the requirements and restrictions for employing minors under the age of 18.

A. Eligibility and Restrictions:

1. Minors aged 14 and older may be employed by the City of South Weber, subject to the following restrictions (in accordance to Child Labor Regulation No. 3, [29 C.F.R. § 570.35](#)) :
 - b. Work hours: Minors aged 14 and 15 may work up to 3 hours per day before or after school. Outside of school hours and during school breaks, they may work up to 8 hours per day. Minors under 16 shall not work more than 18 hours per week when school is in session and 40 hours per week when school is not in session. They shall not work before 7:00 a.m. or after 7:00 p.m – except between June 1 and Labor Day.
 - c. Jobs prohibited: Minors aged 14 and 15 shall not work in certain types of hazardous jobs, such as operating power-driven machinery, working on a ladder or scaffold, or handling hazardous chemicals. They also may not work in certain industries, such as construction or manufacturing. And all other jobs prohibited by Child Labor Regulation No. 3, [29 C.F.R. §§ 570.33](#).
 - d. Education: Minors aged 14 and 15 who work are required to attend school and maintain satisfactory academic progress. Supervisors shall not require them to work during school hours.
 - e. Seasonal Parks Employment: Minors aged 14 and 15 shall not work as seasonal employees to maintain parks.
 - f. Motor Vehicles: Minors aged 14 and 15 shall not operate or work as outside helpers on motor vehicles of any kind. Minors aged 16 shall not operate motor vehicles of any kind but may work as outside helpers if the location is not a public right-of-way or highway. Minors aged 17 and older shall only operate motor vehicles in compliance with Child Labor Regulation No. 3, [29 C.F.R. §§ 570.52](#).

B. Hiring and Training:

1. Hiring: All minors aged 14 and older who apply for employment with the City of South Weber must receive parental permission for a background check and drug test.
 - a. Training: All minors aged 14 and older who are hired by the City of South Weber must receive appropriate training for their job duties, including training on safety procedures and any equipment or machinery they will be using. This training must be documented in the employee file.

C. Supervision and Monitoring:

1. Supervision: All minors under the age of 16 who are employed by the City of South Weber must be supervised by an adult employee at all times.
2. Monitoring: The City of South Weber will monitor compliance with applicable labor laws and protections for minors, including work hours, job duties, and safety requirements.

D. Penalties for Non-Compliance:

1. The City of South Weber takes compliance with applicable labor laws and protections for minors seriously. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.
2. In the event that any provisions within this policy are found to be contradictory to the regulations outlined in PART 570—CHILD LABOR REGULATIONS established by the United States Department of Labor, the federal policy shall supersede and take precedence over the conflicting provisions of this city policy. The City of South Weber City is committed to ensuring compliance with all applicable federal and state labor laws, including those related to child labor, and will align its practices accordingly to adhere to the regulations outlined by the federal government.



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

June 27, 2023

PREPARED BY

Mark McRae
Finance Director

ITEM TYPE

Legislative

ATTACHMENTS

Fraud Risk Assessment

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Fraud Risk Assessment

PURPOSE

Access the risk of fraud in South Weber city government by an analysis of city policies, procedures, and internal controls.

RECOMMENDATION

Approve

BACKGROUND

South Weber City takes its financial and fiduciary responsibilities very seriously. Policies, procedures, and internal controls have been adopted and implemented to protect city funds. The yearly Fraud Risk Assessment is one indicator of how well we are doing in this area. The Assessment has been reviewed by the City's Audit Committee. The goal of the committee is to continue to work on those areas not marked on the assessment. The Assessment categorizes our current fraud risk level as "Very Low". Tonight, the results of this year's assessment are presented to the city council.

ANALYSIS

Staff will use the assessment as a guide to improve policies and procedures which will continue to minimize fraud risk within the City.

Fraud Risk Assessment

Continued

*Total Points Earned: 375/395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?	X	5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?	X	5
h. IT and computer security?	X	5
i. Cash receipting and deposits?	X	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	X	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	X	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	X	20
7. Does the entity have or promote a fraud hotline?	X	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?	X	20

*Entity Name: South Weber

*Completed for Fiscal Year Ending: June 30, 2023 *Completion Date: May 17, 2023

*CAO Name: David Larson *CFO Name: Mark McRae

*CAO Signature: _____ *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?			X	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers?			X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".			X	
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control