

CITY COUNCIL AGENDA

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

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting commencing at 6:00 p.m. on Tuesday, June 25, 2024, in the Council Chambers at 1600 E. South Weber Dr.

OPEN (Agenda items may be moved to meet the needs of the Council.)

1. Pledge of Allegiance: Councilman Dills
2. Prayer: Councilman Davis
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. Consent Agenda
 - a. June 11, 2024, Work Meeting Minutes
 - b. June 11, 2024, Minutes
5. Resolution 24-16: Proposed Certified Property Tax Rate
6. Resolution 24-17: Consolidated Fee Schedule (CFS) Amendments
7. Resolution 24-18: Emergency Dispatch with Davis County Sheriff
8. Resolution 24-19: Emergency Dispatch with Layton City
9. Resolution 24-20: Firefighter Retirement Contribution
10. Ordinance 2024-08: Enacting Compensation Increase for Specific City Officers
11. Statement of Willingness to Lease City Property
12. Public Works' Facility Project Cost

DISCUSSION ITEMS

13. Unified Fleet Management Option

BOARD MEETINGS

14. Suspend Council Meeting and Convene Local Building Authority Board Meeting

REPORTS

15. New Business
16. Council & Staff
17. 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; Mayor, Council, and others on the agenda; City Website southwebercity.com/; and Utah Public Notice website www.utah.gov/pmn/index.html.

DATE: 06-16-2024

CITY RECORDER: Lisa Smith

SOUTH WEBER CITY CITY COUNCIL WORK MEETING

DATE OF MEETING: 11 June 2024

TIME COMMENCED: 5:06 p.m.

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

PRESENT: MAYOR: Rod Westbroek

COUNCIL MEMBERS: Jeremy Davis (excused)
Joel Dills
Blair Halverson
Angie Petty (excused)
Wayne Winsor

CITY MANAGER: David Larson

COMMUNITY RELATIONS: Shaelee King

CITY RECORDER: Lisa Smith

COMMUNITY DEV MGR: Lance Evans

CITY ENGINEER: Brandon Jones

CITY ATTORNEY: Jayme Blakesley

Minutes: Lisa Smith

ATTENDEES: Seth Hobby, Bryan Prince, Robbie Thompson, and Chris Cave

1. South Weber Gateway requested by Tri Pointe

Wasatch Bridge Primary Investments and Tri Pointe Homes are proposing changes to the South Weber Gateway Development Agreement and a modified site plan. They are proposing the following:

- 57 townhome units, reduced from 61.
- Retaining wall along the south side of property reduced from +20' to approx. 8' at max height.
- 2.6 acres of commercial, same sq footage as the approved plan, with a different dimension and more frontage along South Weber Dr.
- Proposed revisions to DA:
 - Clarify current property owner: WASATCH BRIDGE PRIMARY INVESTMENTS, LLC.
 - **Exhibit A-** Clarify boundaries of residential and commercial properties.
 - **Exhibit B-** Clarify phasing plan based on new subdivision design.
 - **Section 2.a-** Unit garages to be a minimum of 20'x20' to accommodate two cars. All townhome driveways to be a minimum of 25'.

- **Section 2.c-** Clarify that once the building permits for the retail building(s) have been issued there shall be no restriction on the townhome certificates of occupancy for the respective phase.

Mayor Westbrook turned the meeting over to builder Brian Prince to present the requests. Chris Cave reviewed the changes to the site plan. Babcock Design was hired to provide some conceptual ideas for the commercial area. Mr. Prince showed those two-dimensional drawings for the commercial portion. Councilman Dills questioned the single-story commercial footprint and Mr. Prince responded that it is just a possibility. Mr. Prince clarified that the project would have a phasing plan. City Engineer Brandon Jones verified the zones would have to be redrawn to allow the commercial and residential to be moved north away from the hill. Councilman Halverson addressed the buffer between commercial and residential. Mr. Cave indicated there would be 35 feet total between residential and the commercial including landscape and a wall. He proposed natural rock for the retaining wall, but Mr. Jones replied that the sensitive land use requirements would only allow three feet for that type of structure. The 50-foot setback from the street will have the commercial parking near the street with the buildings behind. Mr. Prince requested clearer language in the agreement regarding Certifications of Occupancy (COO). The Council indicated adamantly that no COO for residential will be allowed until a commercial building permit has been issued. Councilman Dills verified the trail is still planned. He wondered about snow removal, but since it will be a private road dropped the point. Councilman Winsor stated firmly that he will not approve the development without clearly delineated phases tying commercial to the residential. He clarified if they sell the commercial to another developer and it is not developed, the residential will not be occupiable. Councilman Halverson iterated the architectural design will need to be approved. The Council agreed this is a gateway to the community and it needs to look welcoming and not like barracks. Mr. Davis related the development agreement states commercial and residential constructed concurrently. The Council agreed with the wording.

City Attorney Jayme Blakesley arrived at 5:45 pm.

ADJOURN: Councilman Halverson moved to adjourn the City Council Meeting at 5:55 p.m. Councilman Winsor seconded the motion. Mayor Westbrook called for a vote. Council Members Dills, Halverson, and Winsor voted aye. The motion carried.

APPROVED: _____ **Date** 06-25-2024
Mayor: Rod Westbrook

Attest: _____
City Recorder: Lisa Smith

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 11 June 2024

TIME COMMENCED: 6:03 p.m.

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

PRESENT: MAYOR:

Rod Westbroek

COUNCIL MEMBERS:

Jeremy Davis (excused)
Joel Dills
Blair Halverson
Angie Petty (excused)
Wayne Winsor

CITY MANAGER:

David Larson

COMMUNITY RELATIONS:

Shaelee King

CITY RECORDER:

Lisa Smith

COMMUNITY DEV MGR:

Lance Evans

CITY ATTORNEY:

Jayne Blakesley

FIRE CHIEF:

Derek Tolman

FIRE MARSHALL:

Cole Fessler

Minutes: Lisa Smith

ATTENDEES: Chris Cave, Mitch Vance, Paul Sturm, and Michael Grant

Mayor Westbroek welcomed attendees and called the meeting to order.

1. Pledge of Allegiance: Councilman Davis

2. Prayer: Mayor Westbroek

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 make comments to the entire Council (They will not respond).

Paul Sturm, South Weber, expressed concern that there were not enough details provided for the Gateway project addressed in the work meeting. He also disapproved of the parks' truck needing plow, sander, and dump bed.

Mitch Vance, Bountiful, addressed the proposed flex code. He suggested 25% glass is typical for this type of project. He also shared a requirement for 3.5 parking stalls per 1,000 square feet is too dense. He suggested the developer provide parking plans related to the specific business and explain their reasoning to the Planning Commission.

ACTION ITEMS

4. Consent Agenda

- a. Minutes May 28, 2024
- b. May Check Register
- c. April Budget to Actual

Councilman Dills questioned the AT&T entries on the check register and Mr. Larson explained they are divided by departments.

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

Councilman Winsor moved to open the Public Hearing on FY 2024 Budget Amendments. Councilman Dills seconded the motion. Mayor Westbroek called for a vote. Council Members Dills, Halverson, and Winsor voted aye. The motion carried.

----- PUBLIC HEARING -----

5. Public Hearing on FY 2024 Budget Amendments

No comments were made.

Councilman Halverson moved to close the Public Hearing on FY 2024 Budget Amendments. Councilman Winsor seconded the motion. Mayor Westbroek called for a vote. Council Members Dills, Halverson, and Winsor voted aye. The motion carried.

----- PUBLIC HEARING CLOSED -----

6. Resolution 24-15: Fiscal Year 2024 Budget Amendments

Councilman Dills asked about a couple of items. Mr. Larson explained if the project was not completed by June 30, 2023, it was moved to FY 2024 budget year. Most of the changes are simply bookkeeping to clean up line items to the appropriate general ledger accounts. The only additional expenses were for unanticipated costs such as the shop heater and totaled around \$35,000.

Councilman Winsor moved to approve Resolution 24-15: Fiscal Year 2024 Budget Amendments. Councilman Halverson seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Dills, Halverson, and Winsor voted aye. The motion carried.

Item 10 was moved forward on the agenda due to the fire department representatives time constraints.

7. Ordinance 2024-07: Adopting Title 10 Chapter 5 Article R. Flex Zone (FL) and Amending Title 10 Chapter 1 Section 10A Land Use Matrix

Councilman Dills as code committee chair shared his hesitation with the proposed zone. He recommended it return to the committee and Planning Commission for further work.

Councilman Winsor moved to table Ordinance 2024-07: Adopting Title 10 Chapter 5 Article R. Flex Zone (FL) and Amending Title 10 Chapter 1 Section 10A Land Use Matrix until the code committee and Planning Commission have reviewed the code and are ready to bring it forward to the Council. Councilman Halverson seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Dills, Halverson, and Winsor voted aye. The motion carried.

8. Public Works Facility Project Cost

Councilman Halverson reviewed the bid process. A meeting was held for expense clarification and the public utilities committee is reviewing alternatives to keep costs reasonable such as a different landscaping plan. Councilman Halverson expressed the final numbers will be available soon.

Councilman Halverson moved to continue Public Works Facility Project Cost until the public utilities committee brings back the final bid. Councilman Dills seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Dills, Halverson, and Winsor voted aye. The motion carried.

9. Amended Lease Purchase for Park Vehicle

Mr. Larson explained the amended price adds necessary equipment to make the vehicle more utilized.

Councilman Winsor moved to approve Amended Lease Purchase for Park Vehicle. Councilman Halverson seconded the motion. Mayor Westbrook called for a vote. Council Members Dills, Halverson, and Winsor voted aye. The motion carried.

DISCUSSION ITEMS

10. Fiscal Year 2025 Budget

Due to fire department time constraints this item was moved forward after item 6 Resolution 24-15: Fiscal Year 2024 Budget Amendments.

David Larson led the discussion as the Council went through each item individually.

- Property tax: 5 options were presented. Councilman Winsor clarified the 5% used for the tentative budget was an estimate, but property values did not increase as expected. Councilman Dills stated budget cuts can be made which will not lower the service level. Councilman Winsor proposed 11.9% and maintaining the rate every few years. Mayor Westbrook favored holding the rate every year and suggested 3.3%. Councilman Halverson recommended 5%. Council members were hesitant to make a decision without

Councilwoman Petty and Councilman Davis. Mr. Larson proposed various versions of the budget could be prepared. The Council chose to wait for the full council to be present.

- Sidewalk repair: It was unanimous to re-budget the remaining amount.
- Tier 2 Additional .7%: Councilman Winsor explained the state law limits the city's contribution to the retirement system to 10%. This year the amount required to maintain the retirement fund surpassed that amount by .7%, which will necessitate employees to increase their contributions. The Council decided not to offer any additional compensation to the employees.
- Civic Review Online Permitting Software: Mr. Larson explained the challenges that have been discovered since a staffing change took place. He requested Lance Evans search for solutions. Mr. Evans shared that this software would make the entire process more cohesive and alleviate problems for both the citizens and the staff. The Council agreed to the purchase.
- Fire Department Side by Side: Council Members agreed on delaying the purchase but decided to wait for input from the two absent members.
- ARPA: Council indicated any remaining balance should be obligated to the 7375 S Project.

REPORTS

11. New Business

Farmer's Market: Councilman Dills became aware of a company that arranges farmer's markets throughout the state with no cost to city. They provide marketing, vendors, etc. The city would only need to designate a space. The Council would entertain the prospect. Mr. Larson will follow up with contact information provided by Councilman Dills.

Day of Service: Councilman Dills suggested the Events' Committee plan some options, so the city is more prepared this year. Mayor Westbroek added he received an email requesting information.

12. Council & Staff

Shalee King: announced the next concert in the park will be held June 27th. She also revealed the July 25th concert will include a South Weber Kid Entrepreneur event. The booth rentals are \$25, and applications are on the website at the bottom of the home page. Finally, she reminded citizens that the senior lunch is this Friday.

Councilman Winsor: thanked city staff on behalf of the residents.

Councilman Dills: requested data from the speed monitor and urged it be moved. Mr. Larson shared that the trailer in question does not compile data and added that staff is drafting a placement schedule which will be reviewed by the Public Safety committee.

Councilman Halverson: had nothing further to relate.

Mayor Westbroek: stated Wasatch Integrated Waste Management Board passed a recycling program resolution which mandates cities to recycle with an opt out program. Cities will determine their regulations and deliver blue cans to every household for a minimum of 30 days

before they can decline. New residents will also be automatically enrolled. The Municipal Utility committee was tasked with drafting a policy. Mr. Larson declared he is working on a request for proposals for recycling services.

The sewer district will implement a truth in taxation process and estimate an average increase of \$7 annually per resident.

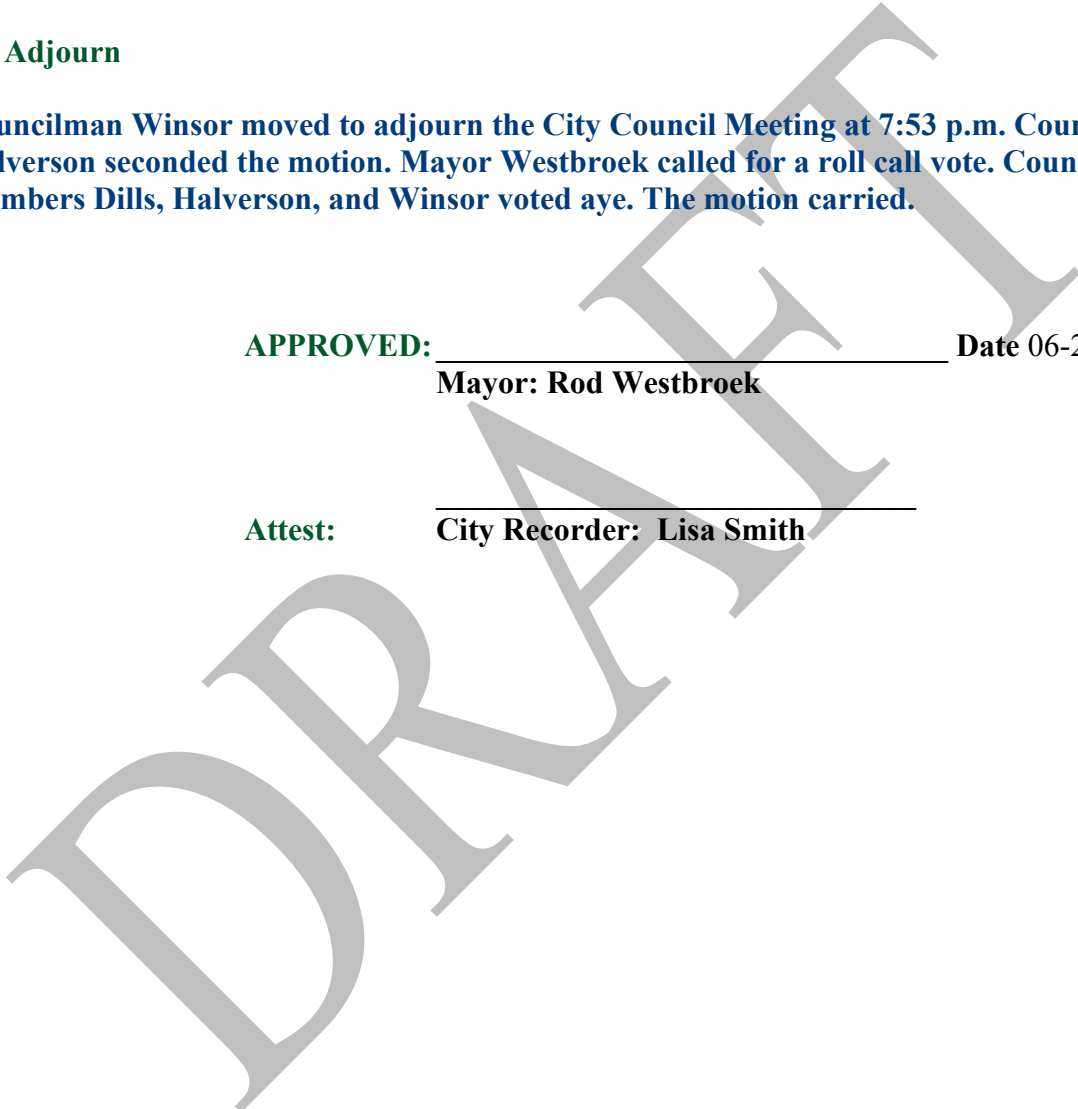
City Manager David Larson: communicated city phones will be migrating tomorrow. He also acknowledged Deputy Recorder Raelyn Boman’s help with her first Council Meeting.

13. Adjourn

Councilman Winsor moved to adjourn the City Council Meeting at 7:53 p.m. Councilman Halverson seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Dills, Halverson, and Winsor voted aye. The motion carried.

APPROVED: _____ **Date** 06-25-2024
Mayor: Rod Westbroek

Attest: _____
City Recorder: Lisa Smith



MEETING DATE

June 25, 2024

AGENDA ITEM

Resolution 24-16: Certified Property Tax Rate

PURPOSE

Adopt a certified tax rate for Fiscal Year 2025

PREPARED BY

Maryn Nelson
Administrative Services
Director

RECOMMENDATION

Staff recommends a proposed rate and holding a Truth-in-taxation hearing in August to adopt the Final rate.

ITEM TYPE

Legislative

BACKGROUND

Each year the county looks at all properties in our city and determines the assessed value. They work with the State to determine the certified tax rate for the city. Tonight, the City Council needs to decide what rate they would like to adopt in the August Truth-in-taxation hearing.

ATTACHMENTS

Consolidated Fee
Schedule Redline

ANALYSIS

PRIOR DISCUSSION DATES

| Option | Rate | Projected Revenue Amount | Percent Difference from Proposed Certified Tax Rate | Revenue Difference from Proposed Certified Tax Rate | Notes |
|--------|----------|--------------------------|---|---|--|
| 1 | 0.001522 | \$1,275,025 | 18.0% | \$196,866 | Same as year 2021 - Year added paramedic service |
| 2 | 0.001441 | \$1,207,169 | 11.9% | \$129,010 | Same as year 2019 - Year of 100% increase |
| 3 | 0.001355 | \$1,135,125 | 5.0% | \$56,966 | Current Tentative Budget |
| 4 | 0.001330 | \$1,114,181 | 3.3% | \$36,022 | Hold the Rate from last year, 2023 |
| 5 | 0.001287 | \$1,078,159 | 0.0% | \$0 | Proposed Certified Tax Rate |

RESOLUTION 24-16

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
PROPOSING A CERTIFIED TAX RATE FOR TAX YEAR 2024**

WHEREAS, South Weber City is a municipal corporation existing under the laws of the state of Utah within Davis County and governed by a City Council; and

WHEREAS, the Davis County Auditor has calculated the proposed property tax rate to be 0.001287; and

WHEREAS, after considering multiple possibilities and the needs of the city in the upcoming year; the Council has decided to propose a tax rate of 0.00 _____;

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

Section 1. Proposal: The property tax rate of 0.00 _____ for tax year 2024 is hereby proposed. A Truth in Taxation hearing will be held August 13, 2024, at 6:00 pm after which the Council will deliberate and adopt the final property tax rate on August 27, 2024.

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 25th day of June 2024.

| | | |
|-------------------------------|-----|---------|
| Roll call vote is as follows: | | |
| Council Member Halverson | FOR | AGAINST |
| Council Member Petty | FOR | AGAINST |
| Council Member Dills | FOR | AGAINST |
| Council Member Davis | FOR | AGAINST |
| Council Member Winsor | FOR | AGAINST |

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

MEETING DATE

June 25, 2024

PREPARED BY

Maryn Nelson
Administrative Services
Director

ITEM TYPE

Legislative

ATTACHMENTS

Consolidated Fee
Schedule Redline

PRIOR DISCUSSION DATES

AGENDA ITEM

Resolution 24-17: Consolidated Fee Schedule (CFS) Amendments

PURPOSE

The Consolidated Fee Schedule needs to be changed to reflect the three utility rate increases adopted in the 2024 – 2025 Final Budget. Chapter 4, Chapter 8, Chapter 9 and Chapter 10 also have changes to account for staff time and Central Weber Sewer Improvement District increase of impact fee

RECOMMENDATION

Staff recommends approval.

BACKGROUND

The FY 25 budget includes utility rate increases. These are:

- Sanitation Fees (53-37-700): Robinson Waste Services is increasing their rates by 6% so the city is passing the fee to residents
- Storm Drain Fees (54-37-450): the adopted rate study for storm drain fees includes a 3% each year going forward increase.
- Sewer Fees (52-37-300): Central Weber Sewer Improvement District is increasing their rates by 2% so the city is passing the fee to residents on CWSD portion of sewer fee.
- Central Weber Sewer increasing impact fees to \$3,537, so the city is passing that through plus a 5% administrative fee.
- Chapter 4 Appeals increasing to \$500 Variances increasing to \$500
- Chapter 8 changed to have one non-residential zone conditional use permit fee and update the cost to \$800
- Chapter 9 removing minor subdivision fees since this does not exist in city code
- Chapter 10
 - Application for Change in Zoning and/or Ordinances increase to \$600
 - Fee for Amending Zoning Map increase to \$500
 - Zoning Re-submission by same owner of property removed – no discount given for something that was denied previously

The majority of the development changes are to account for increases in staff time costs.

ANALYSIS

NA

CONSOLIDATED FEE SCHEDULE of South Weber City

(Adopted 6-27-2023. Amended 10-10-2023)

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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 |

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

C. Remodeling Additions

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

Valuations below \$10,000 \$50

D. Miscellaneous Building Permits

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

CHAPTER 7: IMPACT FEES

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

1. Parks and Trails

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

2. Public Safety Fire Station

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

3. Recreational Building

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

4. Water

(Fees based on Water Meter Size)

| | Ratio | 1/1/2023 | 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 |

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

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

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

7. Weber Basin Water

| | Ratio | Fee |
|----------------|-------|--------------|
| Residential 1" | 1 | \$ 10,082.25 |

| | | |
|-----------------|-----|--------------|
| Commercial 1½ " | 1.5 | \$ 15,123.38 |
| Commercial 2" | 2 | \$ 20,164.50 |
| Commercial 3" | 6.4 | \$ 64,526.40 |
| Commercial 4" | 10 | \$100,822.50 |

8. Central Weber Sewer *

| 7/1/2019 | 7/1/2020 | 7/1/2021 | 7/1/2022 | 7/1/2023 | 7/1/2024 |
|----------|----------|----------|----------|----------|----------------|
| \$ 2,515 | \$ 2,587 | \$ 2,649 | \$ 2,706 | 2,762 | <u>\$3,714</u> |

*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** \$800 plus 100% of professional services** (includes one site plan meeting where applicable) Additional site plans see (4) below
- 4.**
- A. Escrow Contingency** 15% of estimated approved total cost of required improvements, plus 100% of professional services
- B. Escrow Guarantee** 10% of estimated approved total cost of required improvements, plus 100% of professional services
- ~~**A. Concept Plan Review** \$200 (includes 1.5 hours of professional services)
(not required)~~
- ~~**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 \$~~5~~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 ————— \$200 (includes engineering and other (not required) ————— 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 — 1/2 of original fee, plus 100% of prior to recording of original submission — professional services**~~

AB. 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 | \$ 63 00 |
| 2. Fee for Amending Zoning Map upon approval of Rezone | \$ 50 480 |
| 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 |

| | |
|----------------------|--------------|
| Individual Pass Plus | \$200 – Year |
| Family Pass Plus | \$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; 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

| | | |
|---|-----------------------|---------------------|
| 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;

| | |
|---|---|
| <p>2. Commercial Container Extra Container</p> | <p>\$60.9159 (300-gallon container) \$36.065-94</p> |
| <p>3. County or Non-Resident Extra Container</p> | <p>\$17.5149 (90-gallon container) \$11.1503 (Four-month minimum)</p> |
| <p>4. Residential Container</p> | <p>\$65.00 (Replacement charge for each damaged, destroyed, or lost can).</p> |

*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.

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.

RESOLUTION 24-17**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
AMENDING THE CONSOLIDATED FEE SCHEDULE (CFS)**

WHEREAS, the city adopts a consolidated fee schedule to cover all rates and fees that may be charged in the course of operating; and

WHEREAS, some of the fees collected are pass through funds collected on behalf of other entities. When these entities change their rates, the schedule must be modified to reflect these updates. Both Robinson Waste and Central Weber Sewer Improvement District are altering their fees; and

WHEREAS, the storm drain fees were adopted previously with a 3% annual increase; and

WHEREAS, Development fees have been reviewed and found to be inadequate to support the cost of services provided,

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

Section 1. Amendment: The Consolidated Fee Schedule Chapter is hereby amended as attached hereto 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 25th day of June 2024.

Roll call vote is as follows:

| | | |
|--------------------------|-----|---------|
| Council Member Halverson | FOR | AGAINST |
| Council Member Petty | FOR | AGAINST |
| Council Member Dills | FOR | AGAINST |
| Council Member Davis | FOR | AGAINST |
| Council Member Winsor | FOR | AGAINST |

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1
CONSOLIDATED FEE SCHEDULE

**CONSOLIDATED FEE SCHEDULE
of South Weber City**

(Amended 06-25-2024 RES 24-17)

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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 |

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

C. Remodeling Additions

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

Valuations below \$10,000 \$50

D. Miscellaneous Building Permits

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

CHAPTER 7: IMPACT FEES

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

1. Parks and Trails

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

2. Public Safety Fire Station

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

3. Recreational Building

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

4. Water

(Fees based on Water Meter Size)

| | Ratio | 1/1/2023 | 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 130 | 1000 Sq. Feet Gross Floor Area | 0.85 | | 0.43 | \$1,522.53 |
| 140 | General Manufacturing | 1000 Sq. Feet Gross Floor Area | 0.73 | | 0.37 | \$1,307.58 |
| 151 | Mini-Warehouse | 1000 Sq. Feet Gross Floor Area | 0.26 | | 0.13 | \$465.71 |
| 152 | Warehouse / Distribution Center | 1000 Sq. Feet Gross Floor Area | 0.12 | | 0.06 | \$214.95 |
| 210 | Single-Family Detached Housing | Dwelling Unit | 1.00 | | 0.50 | \$1,791.21 |
| 220 | Multi-Family / Apartment (Greater than 4 units) | Dwelling Unit | 0.62 | | 0.31 | \$1,110.55 |
| 230 | Multi-Family / Condo. Townhouse | Dwelling Unit | 0.52 | | 0.26 | \$931.43 |
| 240 | Mobile Home / RV Park | Occupied Dwelling Unit | 0.59 | | 0.30 | \$1,056.81 |
| 254 | Assisted Living Center | Bed | 0.22 | | 0.11 | \$394.07 |
| 310 | Hotel | Room | 0.60 | | 0.30 | \$1,074.73 |
| 444 | Movie Theater < 10 Screens | 1000 Sq. Feet Gross Floor Area | 3.80 | | 1.90 | \$6,806.60 |
| 445 | Movie Theater ≥ 10 Screens | 1000 Sq. Feet Gross Floor Area | 4.91 | | 2.46 | \$8,794.84 |

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

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

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

7. Weber Basin Water

| | Ratio | Fee |
|----------------|-------|--------------|
| Residential 1" | 1 | \$ 10,082.25 |

| | | |
|-----------------|-----|--------------|
| Commercial 1½ “ | 1.5 | \$ 15,123.38 |
| Commercial 2” | 2 | \$ 20,164.50 |
| Commercial 3” | 6.4 | \$ 64,526.40 |
| Commercial 4” | 10 | \$100,822.50 |

8. Central Weber Sewer *

| 7/1/2019 | 7/1/2020 | 7/1/2021 | 7/1/2022 | 7/1/2023 | 7/1/2024 |
|----------|----------|----------|----------|----------|----------|
| \$ 2,515 | \$ 2,587 | \$ 2,649 | \$ 2,706 | 2,762 | \$3,714 |

*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** \$800 plus 100% of professional services** (includes one site plan meeting where applicable) Additional site plans see (4) below
 - A. Escrow Contingency** 15% of estimated approved total cost of required improvements, plus 100% of professional services
 - B. Escrow Guarantee** 10% of estimated approved total cost of required improvements, plus 100% of professional services

- 2. Residential Zones** \$500 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. 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 | \$600 |
| 2. Fee for Amending Zoning Map upon approval of Rezone | \$500 |

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 | \$150 – Year |
| Family Pass | \$5 day | \$30 month | \$150 – 6 Months | \$240 – Year |
| Individual Pass Plus | | \$180 – Year | | |
| Family Pass Plus | | \$270 - Year | | |

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

B. Non-Residents

| | | | | |
|----------------------|---------|--------------|------------------|--------------|
| Individual Pass | \$3 day | \$25 month | \$125 – 6 Months | \$170 – Year |
| Family Pass | \$7 day | \$40 month | \$175 – 6 Months | \$270 – Year |
| Individual Pass Plus | | \$200 – Year | | |
| Family Pass Plus | | \$300 - Year | | |

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

C. Discounted Membership Fees

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

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

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

Elected Officials Free, yearly family pass while in office.

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

D. Corporate Membership Fees (Annual Only)

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

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

2. Rental Fees for Family Activity Center - Reservations made with Rec. Department**A. Multi-Purpose Room**

- a. Residents \$30 for first hour and \$10 for each additional hour;
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

| 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 | \$22.71 |
| ii) Commercial (Minimum)*** | \$28.66 | \$45.41 |
| iii) Church | \$29.56 | \$48.39 |
| iv) School | \$113.90 | \$190.65 |
| v) Job Corps | \$770.49 | \$1,298.27 |
| vi) Non-City Residential | \$20.50 | \$33.11 |
| vii) *Multi-Family Residential | \$10.89 per unit | \$17.25 |

* 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 \$16.71 single family dwelling
 \$16.71 Multi-family per unit
 Non-residential/commercial based on ERUs

CHAPTER 19: GARBAGE COLLECTION FEES (Monthly):

- | | |
|----------------------------------|--|
| 1. Residential Container | \$15.47 |
| Extra Container | \$ 9.11(Four-month minimum) |
| 2. Commercial Container | \$60.91 (300-gallon container) |
| Extra Container | \$36.06 |
| 3. County or Non-Resident | \$17.51 (90-gallon container) |
| Extra Container | \$11.15 (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.

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:

- The resident must be out of town for a minimum of two full months, and
- 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
- 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:

- Discontinue water service until payment has been paid with cash, cashier's check, or money order.
- Required to pay shut-off fee.
- Required to pay all fees associated with returned check or EFT.
- 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

- Application** \$ 50/\$100 non-resident
- 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.

MEETING DATE

June 25, 2024

PREPARED BY

Derek Tolman

Fire Chief

ITEM TYPE

Administrative

ATTACHMENTS

RES 24-18
Davis County Sheriff
Dispatch Agreement

RES 24-19
Layton City Dispatch
Agreement

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Resolution 24-18: Emergency Dispatch with Davis County Sheriff

Resolution 24-19: Emergency Dispatch with Layton City

PURPOSE

To approve the Layton City Dispatch agreement and begin dispatching from Layton City Dispatch on August 1, 2024. To approve the Davis County Dispatch contract which continues our current service until August 1

RECOMMENDATION

Staff recommends approval of the Davis County and Layton City dispatch agreements

BACKGROUND

We are looking to move to Layton Dispatch on August 1st. Due to the 30 days' notice we need to give to give Davis Dispatch we need to approve their contract for 1 month. Both parties are aware of our plans, and we will be giving official notice after the contract is approved.

The only Davis County city we border is Layton. When we receive mutual/automatic aid from Davis County it comes from Layton 99.9% of the time. This will help eliminate delays and provide for easier communication. It is also important to state that this move is inevitable. It has already been decided to move to two dispatch centers county wide. Those dispatch centers are Layton and Bountiful. We see no reason to delay the inevitable.

ANALYSIS

The cost is roughly the same, albeit Layton City Dispatch is slightly cheaper, with Davis County Dispatch being \$13,612.80 and Layton City Dispatch being \$13,057.

RESOLUTION 24-18**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING AN INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCH SERVICES WITH DAVIS COUNTY**

WHEREAS, South Weber Fire Department receives vital information regarding emergencies through a dispatch network; and

WHEREAS, Davis County is implementing major changes to their dispatch services which instigated an investigation into the city's future options; and

WHEREAS, the city is entering a contract with Layton City, however, to allow a 30-day termination notice with Davis County that contract will not be effective until August 1, 2024; and

WHEREAS, Davis County is willing to continue providing this service until the contract is properly terminated;

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

Section 1. Approval: The Interlocal Cooperation Agreement for Dispatch Services with Davis County attached as **Exhibit 1** is hereby approved.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 25th day of June 2024.

Roll call vote is as follows:

| | | |
|--------------------------|-----|---------|
| Council Member Halverson | FOR | AGAINST |
| Council Member Petty | FOR | AGAINST |
| Council Member Dills | FOR | AGAINST |
| Council Member Davis | FOR | AGAINST |
| Council Member Winsor | FOR | AGAINST |

Rod Westbrook, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1

DAVIS COUNTY DISPATCH AGREEMENT

INTERLOCAL COOPERATION AGREEMENT
(DISPATCH SERVICES)

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

Recitals

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

The parties therefore agree as follows:

1. Services.

- A. The County, through the DCSO and the Center, shall provide dispatch services and emergency dispatch services to the City for police, fire, and EMS services twenty-four hours per day, seven days per week, and three hundred and sixty-five days per year. These services shall include dispatching appropriate response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing accurate incident reports. These services will be dispatched over the radio, 2-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system.
- B. The County, through the DCSO and the Center, will utilize the UCA 800 MHz and 700 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- C. The County, through the DCSO, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incidents.
- D. The County, through the DCSO, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- E. The County, through the DCSO and the Davis County Human Resources Department, shall have and maintain the sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Center. If the City has any personnel concerns regarding the Center, the City shall address such personnel concerns through the following chain of command: (a) the Center shift supervisor; (b) the Center manager; (c) the Center Director; (d) the Chief Deputy assigned to assist the Center; (e) the Sheriff; (f) the County Human Resources Director; and finally (g) the County Commission.

2. Equipment.

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

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

This section shall survive the termination of this agreement.

3. Compensation. For the 2024 fiscal year (July 1, 2024 through June 30, 2025), the City shall pay the County as follows for the services provided by the County to the City under this agreement:
 - A. The City fire fees are calculated by the number of calls for each city/agency utilizing a five-year average (See Table Below):
 - B. **The City fire fees will be invoiced monthly by the County for the 2024 fiscal year.**

SOUTH WEBER CITY FIRE

| <u>2019</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>Total</u> | <u>5 Year Average</u> | <u>Price Per Call</u> | <u>Total (July 2024 – June 2025)</u> | <u>Monthly Fee</u> |
|-------------|-------------|-------------|-------------|-------------|--------------|-----------------------|-----------------------|--------------------------------------|--------------------|
| 297 | 373 | 458 | 401 | 390 | 1919 | 384 | \$35.45 | \$13,612.80 | \$1,134.40 |

4. Effective Date of this Agreement. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the “Effective Date”).
5. Term of Agreement. The term of this agreement shall begin as of July 1, 2024 and shall, subject to the termination and other provisions set forth herein, terminate at the conclusion of June 30, 2025 (the “Term”). The parties may, by written amendment to this agreement, extend the Term of this agreement; however, this agreement may not extend more than fifty years from the commencement of the Term.
6. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:

- A. The mutual written agreement of the parties;
- B. By either party:
 - 1) After any material breach of this agreement; and
 - 2) Thirty calendar days after the non-breaching party sends a written demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 3) After the written notice to terminate this agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this agreement;
- C. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the non-terminating party pursuant to the notice provisions of this agreement; or
- D. As otherwise set forth in this agreement or as permitted by law, ordinance, regulation, rule or similar authority.

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

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

| | |
|---|--|
| <p><u>To the City:</u> South Weber City Attn: Dave Larson, City Manager 1600 East South Weber Drive South Weber, Utah 84405</p> | <p><u>To the County:</u> Davis County Attn: DCSO Administrative Chief Deputy P.O. Box 618 Farmington, UT 84025</p> |
|---|--|

- 8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Governmental Immunity Act of Utah, which is codified at Sections 63G-7-101 through 63G-7-904, Utah Code Annotated. Nothing herein is intended to waive or modify any rights, defenses or provisions of the parties provided in the Governmental Immunity Act of Utah. Officials, employees, and/or volunteers who perform services arising from, in connection with, or relating to this agreement shall be deemed officials, employees, and/or volunteers of the party directing their services for purposes of this agreement and the Utah Governmental Immunity Act, even if the services are performed outside of the territorial limits of such party. Each party shall be responsible for and shall defend the actions and/or omissions of its own officials, employees, and/or volunteers, which arise from, are in connection with, or relate relating to this agreement, whether negligent or otherwise. The section shall survive the termination of this agreement
- 9. No Separate Legal Entity. No separate legal entity is created by this agreement.

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

B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

18. Counterparts. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

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

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

RESOLUTION 24-19

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

WHEREAS, Davis County is moving to two dispatch services county wide, Bountiful and Layton; and

WHEREAS, South Weber City borders Layton City and they provide the majority of mutual aid; and

Whereas, Layton will be able to begin providing service August 1, 2024 which allows adequate time to terminate the Davis County agreement which begins July 1, 2024;

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

Section 1. Approval: The Dispatch Services Provision Agreement with Layton attached as **Exhibit 1** is hereby approved.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 25th day of June 2024.

| | | |
|-------------------------------|-----|---------|
| Roll call vote is as follows: | | |
| Council Member Halverson | FOR | AGAINST |
| Council Member Petty | FOR | AGAINST |
| Council Member Dills | FOR | AGAINST |
| Council Member Davis | FOR | AGAINST |
| Council Member Winsor | FOR | AGAINST |

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1
DISPATCH SERVICES PROVISION
AGREEMENT WITH LAYTON CITY

DISPATCH SERVICES PROVISION AGREEMENT

This Dispatch Services Provision Agreement (this "Agreement") is made by and between South Weber City ("South Weber") and Layton City ("Layton"), both political subdivisions of the state of Utah (collectively, referred to herein as the "Parties").

RECITALS

- A. WHEREAS, Layton operates a Public Service Answering Point ("PSAP"), to handle the dispatching of police and fire;
- B. WHEREAS, South Weber desires to receive dispatching services from Layton for its Fire Department.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

1. Term. It is anticipated that no later than December 31, 2026, the Parties will enter an interlocal agreement for the purpose of forming a new interlocal agency that will be responsible for operating a PSAP serving both Parties and other interested Parties. Accordingly, unless agreed to in writing by the Parties, this Agreement shall terminate upon the earlier of:
 - a. The effective date of an interlocal agreement that forms an interlocal agency responsible for providing the services that are the subject of this Agreement; or
 - b. December 31, 2026
2. Intent of the Parties Regarding Proposed Interlocal Agency. Recognizing that the interlocal agreement described above will need to be negotiated and agreed to between the Parties at a future date, it is the intent of the Parties that the provisions of that interlocal agreement will closely follow the provisions of this Agreement with regard to the organization, function, and funding of the new interlocal agency, except as specifically stated herein and recognizing the potential of other Parties entering into an interlocal agreement. Where appropriate, description of terms that have been discussed regarding the future interlocal agency and agreement are included here to demonstrate the intent of the Parties.
3. Provision of Dispatch Services. Beginning August 1, 2024, all dispatch services for both Parties are to be provided from the Layton City Dispatch Center located in the Layton City Police Department (Layton PSAP). As of August 1, 2024, Layton will be providing dispatch services to Layton, Clearfield, South Weber, and the North Davis Fire District.

4. Advisory Board. During the term of this Agreement, an advisory board ("Board") shall provide input into the management of the Layton PSAP. The Board shall have six members: the Layton Police Chief, the Clearfield Police Chief, the Layton Fire Chief, and the North Davis Fire District Chief or designee of any chief. The other two members shall be the Layton City Manager and the Clearfield City Manager. The Chair of the Board shall be the Layton City Manager. The Board shall meet at least quarterly beginning in January of 2024, and more frequently as circumstances may warrant. However, it is recognized that the day-to-day operations of the Layton Dispatch Center will continue to be under the direction of the Layton Dispatch Manager. The board will receive input from the Layton Dispatch Manager which may include regular attendance of the above defined board meetings.

5. PSAP Responsibilities. Layton will provide the following services to South Weber:
 - a. providing 911 call processing for all calls received at Layton dispatch
 - b. dispatching fire and EMS units to the calls according to Layton policies and procedures
 - c. fulfilling requests from field units including requests for mutual or automatic aid, notification to utility operators, air ambulance, and board-up companies
 - d. providing dispatch records to include 9-1-1 and non-emergency phone calls and radio transmissions from fire talk groups
 - e. providing additional records as defined by Utah records retention guidelines
 - f. providing dispatch services using Layton's infrastructure for automatically or manual paging units and for notifying the public.

6. Cost of Dispatch Services. The dispatch service fees are based on the following two factors:
 - a. The base fee is derived from population percentages as articulated in subsection "i" below.
 - i. Base fee (10%) of overall budget distributed between Layton, Clearfield, the North Davis Fire District, and South Weber based upon population, where the populations of Clearfield, West Point, South Weber, and Sunset are pro-rated at 25% for fire service.
 - b. a usage fee derived from a 3-year call volume average.

7. Cost of Dispatch Service Fees. The dispatch service fees are based on the overall operations costs of the Layton PSAP, minus the E911 tax revenue, plus an additional 10% administrative overhead fee. As such, the Parties agree that that the numbers and analytical outcomes set forth in the following table are accurate and correct.

**Table 1
2024-25 Cost of Annual Contract**

| | |
|--|-----------|
| Layton FY 24-25 Communications Division Budget | 2,840,263 |
| Less Estimated 911 revenue | -898,600 |
| Net Budget from General Funds | 1,942,263 |
| | |
| 10% Base Fee of Net Budget Amount | 194,226 |
| Layton Base Fee (Population Share * 10% Base Fee) | 130,423 |
| Clearfield Base Fee (Population Share * 10% Base Fee) | 40,337 |
| North Davis Fire District Base Fee (Population Share * 10% Base Fee) | 20,260 |
| South Weber Base Fee (Population Share * 10% Base Fee) | 3,207 |
| | |
| Net Budget from General Funds after Base Fee | 1,748,037 |
| Cost per call (3 Year Average) | 27.29 |
| Layton Usage Fee (Calls * Cost per call) | 1,127,776 |
| Clearfield Usage Fee (Calls * Cost per call) | 496,601 |
| North Davis Fire District Usage Fee (Calls * Cost per call) | 113,809 |
| South Weber Base Fee (Calls * Cost per call) | 9,850 |
| | |
| Total Layton | 1,258,199 |
| Total Clearfield | 536,938 |
| Total NDFD | 134,069 |
| Total South Weber | 13,057 |

Note: Population totals for Clearfield, West Point, South Weber, and Sunset are pro-rated at 75% for Law Enforcement dispatching, and 25% for Fire dispatching.

8. Early Termination. Either party may terminate this agreement prior to the end of the term described in Section 1 by providing written notice to the other Party of the intent to terminate. The notice must specify the date on which the terminating Party intends for the termination to occur, but that date must be at least 12-months after the date the notice is received by the non-terminating party.

9. Invoicing Dispatch Services. Layton will prepare an itemized budget proposal for dispatch services on or before April 15th of every year. This allows South Weber to review the dispatch service proposal with the South Weber budget committee and elected officials. Dispatch service invoicing will be prepared on or before July 1st of every year.

10. Potential Expansion. This Agreement does not preclude either party from participating in discussions relating to the potential future physical dispatch consolidation of multiple

jurisdictions within, or adjacent to, Davis County. Both parties anticipate that mutual consent to any expansion of the future interlocal agency agreement will also be part of the future agreement governing that entity.

11. Unforeseen Conditions and Acts of God. This Agreement is subject to force majeure, including without limitation, accidents, acts of God, fire, explosion, vandalism, storm, weather conditions, labor-strikes, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the Parties. The Parties hereto shall not be held responsible for reasonable delays caused by such events but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance.
12. Remedies on Default. In addition to all other rights available according to law, if either Party defaults by failing to substantially perform any material provision, condition of the Agreement (including without limitation the failure to make a monetary payment when due), the other Party may elect to terminate this Agreement if the default is not cured within fourteen (14) days after providing written notice to the defaulting Party. The notice shall describe in sufficient detail the nature of the default.
13. Relationship of the Parties. The provisions of this Agreement are not intended to create, nor shall they be deemed or construed to create any joint venture, partnership, or other relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the Parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee, or representative of the other Party, unless otherwise stated in this Agreement.
14. Indemnification: Each Party agrees to indemnify and hold the other Party harmless for any claim, injury, or damage arising out of or connected with the actions or omissions of the Party in connection with any activity contemplated by this Agreement.
15. Notices. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed below or to such other address as one Party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

Layton Police
Attn: Communications Manager
429 N Wasatch Dr.
Layton, UT 84041

South Weber Fire
Attn: Fire Chief
7365 S 1375 E
South Weber, UT 84405

16. Entire Agreement. This Agreement contains the entire Agreement of the Parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representative successors, and assigns.

17. Waiver. No waiver by either Party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a Party upon another's default shall prevent that Party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.
18. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
19. Amendment. This Agreement may be modified or amended only if made in writing and signed by both Parties.
20. Applicable Law. This Agreement shall be governed by the laws of the State of Utah.
21. Assignment. No Party may assign or transfer this Agreement without the prior written consent of the other Party.
22. Dispute Resolution. The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties. If the matter is not resolved by negotiations, the Parties may resolve the dispute first using mediation. Any controversies or disputes arising out of or relating to this Agreement, may be submitted to mediation in accordance with any statutory rules in the State of Utah, if any. If mediation does not successfully resolve the dispute, the Parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
23. Venue. The Parties agree that the venue for any lawsuit brought in a court of law or equity in relation to this Agreement shall be the Second Judicial District Court located in Davis County, State of Utah.
24. Costs and Expenses of Enforcement. If either Party fails to carry out its obligations hereunder, the Party in default shall pay all costs and expenses incurred by the other Party in enforcing its rights or in obtaining redress for the breach. In the event such redress involves filing a suit or a judicial appeal the prevailing Party shall be entitled to attorneys' fees.
25. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date first set forth above.

SOUTH WEBER CITY

LAYTON CITY

By: _____
David Larson, City Manager

By: _____
Joy Petro, Mayor

Date: _____

Date: _____

Attest:

Attest:

Lisa Smith, City Recorder

Kimberly Read, City Recorder

Approved to Legal Form:

Approved to Legal Form:

Jayme Blakesly, City Attorney

Clint Drake, City Attorney

MEETING DATE

June 25, 2024

PREPARED BY

David Larson
City Manager

ITEM TYPE

Administrative

ATTACHMENTS

RES 24-20
URS Election Form

PRIOR DISCUSSION DATES

July 26, 2022

AGENDA ITEM

Resolution 24-20: Firefighter Retirement Contribution

PURPOSE

Determine rate of participation in Firefighter segment of the Utah Retirement System (URS)

RECOMMENDATION

NA

BACKGROUND

The URS Board requires the City Council to specifically declare the rate of participation in the firefighters segment of the URS. In July 2022, the Council established a participation rate of 2%, per RES 22-40. As of July 1, 2024, URS firefighter rates are increasing to 4.73%.

ANALYSIS

The City Council has a choice to determine whether it will pick up the additional amount of 2.73% or require firefighter employees to pick it up on their own.

RESOLUTION 24-20

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL TO AND PAY A PORTION OF MEMBER CONTRIBUTIONS FOR FIREFIGHTERS

WHEREAS, in 2022 South Weber hired a full-time fire chief and therefore enrolled in the Firefighters’ Retirement System by Utah Retirement Systems (URS) with a maximum compensation of 2%; and

WHEREAS, member contribution rates are increasing July 1, 2024, to 4.73%; and

WHEREAS, Council has deliberated on whether to pick up the additional 2.73% or have fire employees pay the difference;

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

Section 1. Contribution: The city of South Weber will pay required employee contributions for all city employees who are members of the Public Safety and Firefighter Tier II Contributory Retirement System the amount of %.

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 25th day June of 2024.

| | | |
|-------------------------------|-----|---------|
| Roll call vote is as follows: | | |
| Council Member Halverson | FOR | AGAINST |
| Council Member Petty | FOR | AGAINST |
| Council Member Dills | FOR | AGAINST |
| Council Member Davis | FOR | AGAINST |
| Council Member Winsor | FOR | AGAINST |

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

MEETING DATE

June 25, 2024

PREPARED BY

Lisa Smith

City Recorder

ITEM TYPE

Legislative

ATTACHMENTS

ORD 2024-08

PRIOR DISCUSSION DATES

[May 14, 2024](#)

[May 28, 2024](#)

AGENDA ITEM

Ordinance 2024-08: Enacting Compensation Increase for Specific City Officers

PURPOSE

Pass ordinance increasing pay for certain city officers.

RECOMMENDATION

Staff recommends approval.

BACKGROUND

Utah state legislature passed a law requiring public hearing and ordinances for any pay raise for specific officers of the city. The tentative budget adopted May 14, 2024 included increases for some of these positions. A public hearing was held May 28, 2024 and no comments were received. It is now time to approve the ordinance.

ANALYSIS

n/a

ORDINANCE 2024-08

AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL ENACTING COMPENSATION INCREASES FOR SPECIFIC CITY OFFICERS

WHEREAS, Utah law 10-3-818 requiring municipalities to hold a public hearing before increasing compensation for executive municipal offers was satisfied on May 28, 2024; and

WHEREAS, a combination of cost of living and merit increases were budgeted for fiscal year 2025 and approved in the tentative budget by the Council;

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

Section 1. Enactment: The following officers will have an increase in salary in the percentage shown.

| POSITION | INCREASE |
|----------------------------|-----------------|
| City Manager | 2% |
| Public Works Director | 2% |
| Public Works Asst Director | 4% |
| Recreation Director | 5% |
| Fire Chief | 5% |

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

Section 3. Effective Date. This ordinance will take effect July 1, 2024.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 25th day of June 2024.

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 Dills | FOR | AGAINST |
| Council Member Davis | FOR | AGAINST |
| Council Member Winsor | FOR | AGAINST |

CERTIFICATE OF POSTING

I hereby certify that Ordinance 2024-08 was passed and adopted on the 25th day of June 2024 and that complete copies of the ordinance were posted in the following locations within the City this 26th day of June 2024.

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

MEETING DATE

June 25, 2024

PREPARED BY

David Larson
City Manager

ITEM TYPE

Administrative

ATTACHMENTS

None

PRIOR DISCUSSION DATES

None

AGENDA ITEM

Statement of Willingness to Lease City Property

PURPOSE

To declare the City’s willingness to lease city property at approximately 2100 East “The S Curve Property” for horse pasture

RECOMMENDATION

NA

BACKGROUND

The City was approached by a private individual about the possibility of the City leasing The S Curve Property to them specifically for use as a horse pasture. In closed session, the Council considered the request and determined that they were indeed willing to lease the property for that use.

The Council has also determined that anytime someone approaches the City with interest in either purchasing or leasing City-owned property that the following steps should be taken to ensure a fair and open process: (1) closed session discussion on willingness to purchase/lease, (2) if willing, open session item to declare surplus property for sale or statement of willingness to lease, (3) a period of time to accept offers, and (4) a purchase or lease contract as an action item before the Council in an open session.

ANALYSIS

The Council will have the opportunity to state publicly the City’s willingness to lease, any specific conditions the Council would like to impose on anyone who may be interested in leasing, and set the deadline for receiving lease offers.

MEETING DATE

June 25, 2024

PREPARED BY

David Larson
City Manager

ITEM TYPE

Administrative

ATTACHMENTS

None

PRIOR DISCUSSION DATES

March 12, 2024

AGENDA ITEM

Public Works Facility Project Cost

PURPOSE

Authorize the amount for VDC to move forward with the additional building costs of the project

RECOMMENDATION

NA

BACKGROUND

The Municipal Utilities Committee has met each of the last two Tuesdays to review bids for the building portion of the Public Works Facility Project. VDC has worked to reduce the cost of the building and provide a detailed cost breakdown. That breakdown of the total project cost for the buildings, including the separate site work (previously authorized for \$1,125,825), will be provided to the Council prior to the meeting.

ANALYSIS

NA

MEETING DATE

June 25, 2024

PREPARED BY

David Larson

City Manager

ITEM TYPE

Administrative

ATTACHMENTS

None

PRIOR DISCUSSION DATES

None

AGENDA ITEM

Unified Fleet Management Option

PURPOSE

Staff to present a potential option for fleet management

RECOMMENDATION

NA

BACKGROUND

City staff members met with representatives from Unified Fleet in May to learn more about their approach to municipal fleet leasing and management. Staff would like to present what was learned to the Council for their consideration.

ANALYSIS

More details will be shared during the meeting, but a brief overview of the plan is that Unified Fleet provides a low cost lease on vehicles for 3 years with a balloon payment to pay off the vehicle at the end of 5 years. The plan includes selling the vehicle in year 3 to pay off the remaining loan balance while the value of the vehicle remains high. Due to the state contract purchase price of vehicles and the high residual value at year 3, cities are finding that they are cost ahead through this pre-scheduled rotation of vehicles.