

## SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Tuesday, May 14, 2019 at the City Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m.

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### COUNCIL MEETING

1. **Approval for Councilman Hyer to Join the Meeting Electronically via Phone**
2. **Pledge of Allegiance:** Councilman Winsor
3. **Prayer:** Mayor Sjoblom
4. **Public Comment:**
  - a. Please state your name and address
  - b. Please keep public comments to 3 minutes or less per person
  - c. Please address the entire city council
  - d. City council will not respond during the public comment period
5. **Approval of Consent Agenda**
  - a. Minutes 09 April 2019
  - b. Minutes 16 April 2019
6. **Public Hearing for ORD 19-12 Regulations Pertaining to Short-Term or Vacation Rentals**
7. **ORD 19-12:** Adopt City Code 10-18 Enacting Regulations Pertaining to Short-Term or Vacation Rentals
8. **RES 19-19:** Approve Final Plat and Improvement Plans of La Pintana Subdivision
9. **RES 19-20:** Approve Interlocal Agreement for Law Enforcement Services
10. **RES 19-21:** Approve Interlocal Agreement for Fire Dispatch Services
11. **RES 19-22:** Approve Interlocal Agreement for Community Development Block Grant
12. **RES 19-23:** Approve Interlocal Cooperation Transportation Project Reimbursement Agreement
13. **Discussion:** SWC Irrigation Main Replacement in South Bench Drive, phase 1
14. **Budget Workshop** Fiscal Year 2019-2020
15. **RES 19-24:** Adopt 2019-2020 Tentative Budget
16. **Set Public Hearing:** 2019-2020 Tentative Budget hearing on June 11, 2019
17. **New Business**
18. **Reports:**
  - a. Mayor
  - b. Council Members
  - c. City Manager
19. **CLOSED EXECUTIVE SESSION – UTAH CODE 52-4-205(1)(d): THE COUNCIL MAY CONSIDER A MOTION TO ENTER INTO CLOSED SESSION FOR THE PURPOSE OF STRATEGY SESSIONS TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY**
20. **Adjourn**

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE [www.southwebercity.com](http://www.southwebercity.com) 4. UTAH PUBLIC NOTICE WEBSITE [www.pmn.utah.gov](http://www.pmn.utah.gov) 5. EACH MEMBER OF THE GOVERNING BODY 6. THOSE LISTED ON THE AGENDA

DATE: May 10<sup>th</sup>, 2019

CITY RECORDER: Lisa Smith

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.

# SOUTH WEBER CITY CITY COUNCIL MEETING

**DATE OF MEETING:** 9 April 2019

**TIME COMMENCED:** 6:00 p.m.

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

**PRESENT: MAYOR:**

Jo Sjoblom

**COUNCIL MEMBERS:**

Blair Halverson  
Kent Hyer (via electronically)  
Angie Petty  
Merv Taylor  
Wayne Winsor

**FINANCE DIRECTOR:**

Mark McRae

**CITY ENGINEER:**

Brandon Jones

**CITY RECORDER:**

Lisa Smith

**CITY MANAGER:**

David Larson

**Transcriber:** Minutes transcribed by Michelle Clark

**ATTENDEES:** Tani Lynch, Tammy Long, Victoria Christensen, Deputy Swenson, and Sergeant Boucher.

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

The Council agreed to allow Councilman Hyer to join the meeting electronically.

**PLEDGE OF ALLEGIANCE:** Councilman Halverson

**PRAYER:** Councilwoman Petty

**CONFLICT OF INTEREST:** None

**CONSENT AGENDA:**

- **Minutes of 26 March 2019**

**Councilman Taylor moved to approve the consent agenda. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. Councilman Hyer abstained as he was excused from the meeting. The motion carried.**

**PUBLIC COMMENTS:** Mayor Sjoblom said anyone who would like to participate in public comment may come to the pulpit, state name and address, and keep comments to three minutes.

**Tammy Long 2178 East Deer Run Drive:** stated she would like to comment on Ordinance 19-10. She thought the ordinance should include short term rentals including requirements for business licenses and conditional use permits. She felt the ordinance requires the residents to act as code enforcers.

**Discussion by South Weber Country Fair Days Inc Representatives**

Mayor Sjoblom stated Country Fair Days Leadership would like to come before City Council to promote this year's event and discuss the amount of financial support the City will be providing this year. Country Fair Days is requesting \$4,118, which would pay for rentals of the stage & hot dog machine (\$2,160), tables & chairs (\$1,174) and portable restrooms (\$784). Councilman Hyer stated it had been the past Council position that until the City has a larger bowery with more tables and better restroom facilities the City will assist financially with Country Fair Days. Mayor Sjoblom asked if there is anything in the current budget. Mark McRae said we are preparing the budget and it can be added depending upon when it is needed before or after 30 June 2019.

**Tani Lynch, 7336 S. 1250 E.,** said last year the volunteer Country Fair Days committee formed a non-profit organization and their notes reflect that the city committed at that time to help. They won't need the money until after 30 June 2019 so it can be placed in next year's budget.

Councilman Halverson recommended rounding off the number to \$5,000 and include it in the budget every year. The Council agreed and instructed City Staff to make that change.

**RESOLUTION 19-11 Agreement for Planning Services**

Mayor Sjoblom stated South Weber City has an agreement with Davis County that they will provide planning services to the City when we make requests for such work. For many years as a County employee, Barry Burton served South Weber City as our City Planner, fulfilling the County agreement.

Barry retired from Davis County at the beginning of the year but out of the goodness of his heart has continued to assist South Weber City as a volunteer Planner. Approval of this agreement officially establishes Barry as South Weber City's City Planner on a contract basis moving forward, thus securing his services directly.

Mayor Sjoblom explained Barry's experience and specific knowledge of South Weber City make him a wonderful City Planner. He has proven himself through years of work for the City, and his dedication to the City's ongoing success is no more evident than his recent volunteer work. Staff enjoys working with him and are excited to continue working with him.

Councilwoman Petty asked if the hourly rate of pay is consistent with that position. David Larsen said it is less than we were paying the County because there are no benefits or overhead involved.

**Councilman Taylor moved to approve RESOLUTION 19-11 Agreement for Planning Services. Councilman Hyer seconded the motion. Mayor Sjoblom called for the vote.**

**Council Members Halverson, Hyer, Petty, Taylor and Winsor voted aye. The motion carried.**

**ORDINANCE 19-10 Amending City Code 3-2-1 Types of Businesses**

Mayor Sjoblom stated the City will no longer track or send out renewal notices for Home Occupation Businesses that do not have patrons or employees.

The Passage of SB 81 in 2017 exempted certain home-based businesses from Licensure and Fees. The City has continued to process applications spending money on staff pay to track and prepare notices/licenses and postage for multiple mailings. The City cannot charge fees to recuperate those costs.

Ordinance 19-11 will amend South Weber City Code Chapter 3-2-1 pertaining to business licenses for Home Occupations. The City will no longer track or send renewals for Home-Based Businesses that do not have patrons or employees. We will however issue licenses to those businesses who request them free of charge.

David Larsen explained that short term rentals will be addressed in a separate ordinance. He reported that the committee met and discussed feedback from Planning Commission and City Council meetings. The City Staff is currently putting together an updated draft ordinance. Councilman Winsor asked if there will be an opportunity for additional public comment. David didn't feel the changes will be so dramatic that people will be caught off guard. He said the committee may want to decide the necessity of noticing the public. Mayor Sjoblom received an email today regarding short term rentals and forwarded it to David Larsen and Chris Tremea for response.

**Councilwoman Petty moved to approve ORDINANCE 19-10 Amending City Code 3-2-1 Types of Businesses. Councilman Taylor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor and Winsor voted aye. The motion carried.**

**Councilman Winsor moved to open the public hearing. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor and Winsor voted aye. The motion carried.**

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

**Public Hearing to Consider Opening and Amending the Fiscal Year (FY) 2018-2019**

**Budget:** Mayor Sjoblom explained the 2018 – 2019 Budget was adopted on June 19, 2018. During the year, additional unforeseen expenditures and changes have been reviewed and approved by the City Council. A public hearing allows public comment on these changes. Tonight's action formally amends the budget to include these alterations.

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

**Councilman Winsor moved to close the public hearing. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor and Winsor voted aye. The motion carried**

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

**RESOLUTION 19-12 Adopting Budget Amendments for the FY Ending June 30, 2019**

Mark McRae, Finance Director, reviewed the proposed changes as follows:

<u>Account</u>	<u>Project</u>	<u>Increase</u>
1041620	New City Manager relocation costs	\$ 6,000
1070312	Wetlands Study – Canyon Meadows Park	\$ 30,000
4557740	Change orders on new Fire truck	\$ 40,000
4543740	New HVAC system – City Hall Council Chambers	\$ 11,000
4560730	Sr-60 Sidewalk Project (\$403,250 in Grants)	\$ 485,000
5240000	Budget printing error	\$ 41,000
5440690	Sky Haven Cove Drainage (\$110,000 from UDOT)	\$ 122,000

**Councilman Winsor moved to approve Resolution 19-12 Adopting Budget Amendments for the FY Ending June 30, 2019. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor and Winsor voted aye. The motion carried.**

**NEW BUSINESS:** Mayor Sjoblom stated the Economic Development Committee met a couple of months ago and she feels it is time to have Shawn Beus meet with the Council. Councilman Hyer thanked the City Staff for all the grants that have come through for our City. Mayor Sjoblom thanked the City Staff as well for all their hard work.

**REPORTS:**

**Mayor Sjoblom:** The Easter Egg Hunt is next Monday at Cherry Farms Park at 5:00 p.m. Councilwoman Petty said the last few years it has started at 5:30 p.m. It was stated the City Staff will verify the starting time.

**Councilman Taylor:** The Public Safety Committee met concerning Davis County Sheriff’s Office (DCSO) providing service for our City. David Larsen said Staff is working with DCSO to review the contract and make necessary changes.

**Councilman Hyer:** He attended a budget meeting with Mark McRae.

**Councilman Halverson:** He is not able to attend the Planning Commission Meeting this Thursday. Councilman Hyer volunteered to attend.

**Councilman Winsor:** He thanked those involved with the Friday Facts on social media. David Larsen said the city is trying to enhance this medium and invited individuals to let us know if they have questions, facts or suggestions.

**Davis Larsen, City Manager:** He reported that the city staff is currently working on revamping the City Website. He said they are continuing to work with the Army Corp of Engineers concerning the wetlands situation at Canyon Meadows Park. He said each year the City

implements a safety program which allows application for a Trust Accountability Program (TAP) rebate. The City received funds this year based on City Treasurer Paul Laprevote's efforts.

**Davis County Sheriff's Department:**

Deputy Stephen Swenson introduced himself and stated he is currently working the night shift in South Weber City. Sergeant Josh Boucher introduced himself and stated he and Sergeant Chris Pope have been assigned to South Weber City. If there are any questions or concerns, they encourage contacting them through the Davis County Dispatch at 801-451-4150.

**Lisa Smith, City Recorder**, requested that to discourage continual agenda amendments, Council Members should give her notice of expected absences or requests for electronic connection by noon the Thursday prior to the meeting.

**Brandon Jones, City Engineer**, reported that South Bench Drive preconstruction meeting was held. Trees will be taken down this week. He is working with City Staff to inform the public of project status. Councilman Winsor suggested a weekly project page linked from the website.

**CLOSED EXECUTIVE SESSION—UTAH CODE 52-4-205(1) (D) DISCUSSION OF THE PURCHASE, EXCHANGE, OR LEASE OR REAL PROPERTY.**

**Councilman Winsor moved to close the public session and open a closed executive session at 6:45 p.m. Councilman Halverson seconded the motion. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted aye. The motion carried.**

**Councilman Taylor moved to open the closed executive session. Councilwoman Petty seconded the motion. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted aye. The motion carried.**

**Closed Session Commenced at 6:51 pm.**

**In Attendance: David Larsen (City Manager), Brandon Jones (City Engineer), Lisa Smith (City Recorder), Michelle Clark (Transcriber), Council Members Halverson, Hyer, Petty, Taylor, and Winsor.**

**Councilman Hyer moved to adjourn the closed session at 7:26 p.m. Councilman Halverson seconded the motion. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted aye. The motion carried.**

**City Council meeting reconvened at 7:30 p.m.**

**Councilman Winsor moved to open the public session. Councilwoman Taylor seconded the motion. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted aye. The motion carried.**

**Councilman Winsor moved to approve the agreements for South Bench Drive Phase 1 for three properties as discussed in the closed session. Councilwoman Halverson seconded the**

**motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted aye. The motion carried.**

**ADJOURNED:** Councilman Winsor moved to adjourn the Council Meeting at 7:33 p.m. Councilman Taylor seconded the motion. Council Members Halverson, Hyer, Petty, Taylor and Winsor voted yes. The motion carried.

**APPROVED:** \_\_\_\_\_ **Date** \_\_\_\_\_  
Mayor: Jo Sjoblom

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

Attest: \_\_\_\_\_  
City Recorder: Lisa Smith

DRAFT

# SOUTH WEBER CITY CITY COUNCIL MEETING

**DATE OF MEETING:** 16 April 2019

**TIME COMMENCED:** 6:00 p.m.

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

**PRESENT: MAYOR:**

Jo Sjoblom

**COUNCIL MEMBERS:**

Blair Halverson  
Kent Hyer (excused)  
Angie Petty  
Merv Taylor  
Wayne Winsor

**FINANCE DIRECTOR:**

Mark McRae

**CITY ENGINEER:**

Brandon Jones

**CITY RECORDER:**

Lisa Smith

**CITY MANAGER:**

David Larson

**Transcriber:** Minutes transcribed by Michelle Clark

**ATTENDEES:** Chris Tremea

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

**PLEDGE OF ALLEGIANCE:** Mayor Sjoblom

**PRAYER:** Councilwoman Petty

**CONFLICT OF INTEREST:** None

**CONSENT AGENDA:**

- 2019 March Check Register
- 2019 February Budget to Actual

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

**PUBLIC COMMENTS:** Mayor Sjoblom said anyone who would like to participate in public comment may come to the pulpit, state name and address, and keep comments to three minutes. There was no public comment.

**Resolution 19-15, Ordinance 19-11, and Resolution 19-16:** Brandon Jones, City Engineer, said he has created a power point to discuss three agenda items 5-7. He said the studies involved with impact fees include: Capital Facilities Plan (CFP), Impact Fee Facilities Plan (IFFP), and Impact Fee Analysis (IFA). He explained the fees must be spent or obligated within six years. The City amended the CFP projects map which created the CFP projects list. The IFFP projects include the amended CFP.

Brandon informed the Council the traffic projection is 878 PM peak hour trips. The total impact fee eligible cost is \$3,376,000. Cost per PM peak hour trip is \$3,582.42. He said a single-family home is \$1,791.21 with all other uses based off Table 2 (IFA). Brandon said State law does not allow accessing the impact fees until 90 days after approval.

**Resolution 19-15: Amend Transportation Capital Facilities Plan**

On July 10, 2018, the City adopted the 2018 Transportation Capital Facilities Plan (CFP) that was prepared by Horrocks Engineers. In this plan, 19 Projects were identified to meet current and future needs. South Bench Drive was included as 5 different projects based upon anticipated construction sequencing and the funding approach. Two of the projects included the road and portions of the intersection at South Weber Drive. Breaking the new intersection out as its own project clarifies the distinction between project portions and allows them to be funded and completed separately. The result was a 20<sup>th</sup> Project created and is the reason for amending the Transportation CFP.

Councilman Winsor pointed out with the adoption of this CFP it will help address transportation concerns for the future.

**Councilman Winsor moved to approve Resolution 19-15: Amend Transportation Capital Facilities Plan. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.**

**Ordinance 19-11: Amend City Code 11-6: Impact Fees**

The City Code delineates Impact Fees in Chapter 11-6. In reviewing this chapter for the adoption of the proposed Transportation Impact Fee, the City Staff (including the City Attorney) felt that the whole chapter needed to be re-written. The City Attorney has composed the new Code and it has been reviewed by the City Staff.

**Councilman Halverson moved to approve Ordinance 19-11: Amend City Code 11-6: Impact Fees. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.**

**Resolution 19-16: Amend the Transportation Impact Fee and Adopt the Consolidated Fee Schedule**

The Transportation Impact Fee needed to be added into the Consolidated Fee Schedule (CFS). Upon review of the CFS, the City Staff reorganized and simplified the complete Schedule for ease of use.

**Councilman Winsor moved to approve Resolution 19-16: Amend the Transportation Impact Fee and Adopt the Consolidated Fee Schedule and will be implemented 90 days from tonight. Councilman Taylor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.**

**Resolution 19-17: Award of Streetlight Supplier Contract to Stevens Sales Company (SSCO)**

Mayor Sjoblom stated on April 10, 2019 at 12:00 p.m. Streetlight Supplier proposals was closed. A total of 3 proposals were received. The evaluation committee consisted of the City Manager, Public Works Director, the City Engineer and one other individual from the engineer's office who has been assisting on the new streetlight policy implementation. The evaluation committee reviewed all the proposals received and independently scored each proposal based upon the criteria outlined in the Request for Proposals (RFP). A summary of the proposal scores was included with the recommendation memo.

Based upon the committee's review and the scoring results, they recommended that the City Council award the contract for Streetlight Supplier to STEVENS SALES COMPANY (SSCO). The contract is for a period of 3 years with the option to extend for 1 additional year. The proposal submitted by Stevens Sales Company included fixed fee pricing for the three different types of streetlights that will be provided (residential, intersection, and corridor). The pricing included options, as provided for in the RFP. The prices range from \$1,815 to \$3,652 for the complete streetlight assembly. The final options selected by the staff will dictate the final fixed fee for each type of streetlight. All proposed streetlight options comply with the City Standards, are LED and dark-sky compliant.

**Councilman Taylor moved to approve Resolution 19-17 Award of Streetlight Supplier Contract to Stevens Sales Company (SSCO). Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.**

**Resolution 19-18: Adopt Memorandum of Understanding between Utah Division of Forestry, Fire, and State Lands and South Weber Fire Department**

Mayor Sjoblom stated the State of Utah wishes to utilize the South Weber's Fire Department personnel and equipment as needed and available while offering to reciprocate services as called upon. The South Weber Fire Department has the capability to respond and suppress fires within its jurisdiction more effectively than outside resources.

Councilman Winsor asked what a red card certification means. Chris Tremea stated any firefighter fighting fires on Federal or State lands needs to be certified as a red card. The Fire Marshall explained that all employees of the South Weber Fire Department are minimally certified as a red card. Councilman Winsor verified the MOU included in the packet will be completed before acceptance.

**Councilman Winsor moved to approve Resolution 19-18: Adopt Memorandum of Understanding between Utah Division of Forestry, Fire, and State Lands and South Weber Fire Department. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.**

**Discussion: Addition of land drain system in Harvest Park, Phase 1.**

Brandon Jones, City Engineer, explained that Harvest Park, phase 1 is currently under construction. The developer is finding that the ground water is higher than they anticipated. Their original proposal did not include a land drain system. He said a land drain system will have a main line in the road with laterals to each foundation with drainage (rock, piping, etc.) around the foundation that will take the water out to the main line. This system will help prevent basement flooding. Councilman Winsor asked who inherits this infrastructure once the project is completed. Brandon replied that the City will take ownership of the main line. He felt the drain is important and based on issues in Canyon Meadows and Heather Cove, it would be wise to approve to prevent issues for future residents. The City will not pay any portion of the cost of initial installation. Brandon stated Hidden Valley Meadows and Old Maple Farms have a land drain system. Council was concerned that the storm drain utilities fees may not cover City maintenance of these system when repair or replacement is necessary. Councilman Winsor requested that the City Staff determine the appropriate fees. Brandon agreed. Mayor Sjoblom directed the City Staff to review ongoing maintenance fees.

**Councilman Winsor moved to approve the request for addition of land drain system in Harvest Park, phase 1 subject to City Staff review and recommendation. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.**

**Fiscal Year 2020 Budget Workshop**

Mayor Sjoblom stated the 2020 Budget expenditures by department have been prepared by Staff and reviewed by appropriate Council Committees. Committee changes, deletions, and additions were included in this version of the budget. Capital Facility Plans were reviewed during this budget process and prioritized projects were placed under their respective departments. Every effort has been made to prepare a conservative budget that addresses the needs of the City and maintains current service levels.

Mayor Sjoblom explained that the budget includes a 3% merit adjustment to salaries totaling \$36,000. There is no COLA in the budget. Various adjustments to departments have been made to reflect changes in employee elections for healthcare, and changes in employee work assignments. One new Public Works employee is reflected in the presented expenditures and is budgeted 25% in each of the Parks, Water, Sewer, and Storm Drain departments.

Several large construction projects have been carried over from the 2019 budget. These are projects begun before June 30, 2019 and are anticipated to be completed in the 2020 fiscal year.

The largest, non-capital increase is in the Public Safety Budget. This is the anticipated increase in law enforcement services and the possible change in provider.

The significant increase cost of garbage disposal by Wasatch Integrated Waste is shown in the Sanitation department.

The increase in the Planning and Zoning department reflects the demand for engineering reviews of new and potential subdivisions within the city. These costs are charged back to the developer, and the increase expenditure is offset by additional revenue.

Mayor Sjoblom asked if anyone had any comments or questions. Mark McRae, Finance Director, highlighted projects that might be of concern. He explained the sewer department increase is due to proposed purchase of five new sewer meters at \$6,000 per meter. He said the city must follow the State's guidelines for capacity and the meters will allow more accurate data when dealing with state regulations. He said only expenditures will be addressed tonight. He said the chairman for each committee has reviewed this budget. Mayor Sjoblom asked about the costs with the "Job Corp waterline". David Larsen, City Manager, explained it is the City's waterline that serves Job Corp. He said Job Corp has an urgent need for upgrade and so the city is partnering with them in a cost share agreement.

Councilman Halverson asked about Public Safety. David said once we know the details of the contract and who will provide service, we will have more accurate data. Mark said there are several carry-over items. He said the figure is the total for the entire project, but because the project spans two years it must be shown on this budget. Councilman Winsor suggested in the future, clarifying the South Bench Drive project by consistently referencing the phase. He asked about the Public Works building. David said this budget will only cover procurement of property and engineering services. Councilman Winsor asked about the upgrade to the Security Control Data Acquisition (SCADA) system. Brandon Jones, City Engineer, said Bryan Wageman would like to switch from the current supplier to a new supplier. Councilman Winsor would like more details concerning this budget item. The Council thanked the efforts of the City Staff.

#### **NEW BUSINESS:**

Councilwoman Petty said the city currently has a South Bench Drive. She is concerned about having two South Bench Drives. She also asked about the status for Utopia. David reported that the City Staff is coordinating with them on creating and presenting a survey.

#### **REPORTS:**

##### **Mayor Sjoblom:**

- The Easter Egg Hunt was moved to the Family Activity Center. She thanked Michael Poff and the Youth Council for their hard work. She said it went off without a hitch and families seemed to enjoy it.
- Active Trans. Committee meeting last week – WFRC congratulated South Weber City on securing a trail connection across HWY 89 and also receiving the TLC (Transportation and Land Use Connection) grant from the WFRC for planning and engineering of the Weber River trail extension to the BST and crossing of I-84 to connect to the west side of the new box culvert connection under HWY 89
- May is Bike Month – encourage biking to work, lunch, school, etc.
- 3<sup>rd</sup> Quarter Local Option Sales Tax committee meeting today to determine the criteria on which individual City's grant applications will be evaluated. This is a process South Weber

City will be following closely as our City has several projects eligible for this type of a grant.

- Meeting tomorrow CDBG (Community Development Block Grant) – The CDBG assesses the needs of Davis County in areas such as: affordable housing, economic development, job creation, senior citizen and youth programs, lead-based paint hazards, ADA requirements, public utilities, curb, gutter, sidewalks, and streets.
- Mayor Sjoblom has a desire to be part of this committee as a service to the County but also to become more familiar with the program to determine SWC's eligibility for specific grant opportunities available with this program.

**Councilman Taylor:** He thanked Michael Poff for the Easter Egg Hunt. It was well organized and had good participation. He said the Public Safety Committee met with the Davis County Sheriff's Department and waiting to hear back from them.

**Councilman Halverson:** He stated the South Weber Elementary School zone lights need repaired. David said the City is already looking into replacing them.

**Councilwoman Petty:** She thanked the Public Works Department for immediately replacing a stop sign that blew over in the wind.

**Councilman Winsor:** He stated the Municipal Utilities Committee will meet this Friday. He said the Short-Term Rental Committee has met and reviewed the City Staff's draft and made recommendations for the Planning Commission 11 May 2019 meeting. If recommended, it should come before the City Council on 14 May 2019 for a public hearing. He said the winter patchwork throughout the city combined with the wet weather has taken a toll on the roads. He hoped the Public Works Department plans to make more permanent repairs as soon as dry weather arrives. David said the City Staff encourages reports of any road problems.

**Lisa Smith, City Recorder:** She said if anyone wants to join meetings electronically, the code requires a three-day notice.

**Brandon Jones, City Engineer:** He stated Iworq visual assessment has been completed of all the City streets.

**CLOSED EXECUTIVE SESSION—UTAH CODE 52-4-205(1) (D) DISCUSSION OF THE PURCHASE, EXCHANGE, OR LEASE OR REAL PROPERTY.**

**Councilman Winsor moved to close the public session and open a closed executive session as per Utah Code 52-4-205(1) (D) discussion of purchase, exchange, or lease of real property at 7:07 p.m. Councilman Halverson seconded the motion. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.**

**Closed Session Commenced at 7:11 p.m.**

**In Attendance:** David Larsen (City Manager), Brandon Jones (City Engineer), Lisa Smith (City Recorder), Michelle Clark (Transcriber), Council Members Halverson, Hyer, Petty, Taylor, and Winsor.

Councilman Winsor moved to adjourn the closed session at 7:43 p.m. Councilman Halverson seconded the motion. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.

City Council meeting reconvened at 7:43 p.m.

Councilman Winsor moved to open the public session. Councilman Halverson seconded the motion. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.

Councilman Taylor moved to direct the City Staff to move forward with what was discussed in the closed session. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.

**ADJOURNED:** Councilman Winsor moved to adjourn the Council Meeting at 7:47 p.m. Councilman Taylor seconded the motion. Council Members Halverson, Petty, Taylor and Winsor voted yes. The motion carried.

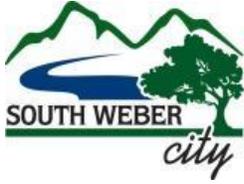
**APPROVED:** \_\_\_\_\_ Date \_\_\_\_\_

Mayor: Jo Sjoblom

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

Attest:

\_\_\_\_\_  
City Recorder: Lisa Smith



**Council Meeting Date:** May 14, 2019

**Name:** David Larson

**Agenda Item:** 6 & 7

**Objective:** Public Hearing & RES 19-12 Adoption of Short-Term Rental Ordinance

**Background:** South Weber City has been working toward the establishment of an ordinance that permits the proper operation of short-term rentals in the city while strengthening the City's values of community, family, and safety.

A proposed ordinance was drafted and presented during a public hearing at the Planning Commission on February 21, 2019. Comments were received, reviewed, and incorporated into a revised ordinance that is presented before the City Council tonight.

We will hold a public hearing prior to the Council deciding whether to adopt or amend the proposed ordinance. The proposed ordinance, along with an executive summary, was published to the community more than 10 days ago through our social media and city website.

**Summary:** Receive Public Comments & Adopt or Amend the Proposed Ordinance

**Committee Recommendation:** Adopt

**Planning Commission Recommendation:** NA

**Staff Recommendation:** NA

**Attachments:** Ord 19-12

**Budget Amendment:** NA

## ORDINANCE 19-12

### AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL ADOPTING SOUTH WEBER CITY CODE CHAPTER 10.18 ENACTING REGULATIONS PERTAINING TO SHORT-TERM OR VACATION RENTALS

**WHEREAS**, the South Weber City Council has a responsibility to preserve and protect the health, safety and welfare of its inhabitants, the family and other community values; and

**WHEREAS**, nationwide, statewide and local short-term and vacation rental applications have risen significantly; and

**WHEREAS**, the Council finds and determines that an ordinance is necessary to allow short-term or vacation rentals in the City limits under reasonable standards designed to regulate the industry to ensure the community's values and the citizen's health, safety and welfare are not compromised;

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

**Section 1. Chapter adopted.** Chapter 10.18 of the South Weber City Code is hereby adopted to read as follows:

#### **CHAPTER 10-18. SHORT-TERM OR VACATION RENTALS**

##### **10-18-1 Purposes**

The purposes of this chapter are to strengthen the City's values of community, family, and safety by permitting short-term or vacation rentals according to the standards of this chapter, to protect the integrity and characteristics of the land use districts, and to require that short-term or vacation rentals be conducted in a manner that neighbors, under normal conditions, would not be aware of their existence.

##### **10-18-2 Definitions**

As used in this chapter:

- A. **SHORT-TERM or VACATION RENTAL** means a transient lodging facility in a single-family dwelling unit, in public lodging facilities as part of a planned unit development (PUD), or in an accessory dwelling unit (ADU), occupied by a single group on a temporary basis for less than 30 consecutive days as an alternative to a hotel or motel.

- B. RESPONSIBLE PARTY means the owners and local representatives of the short-term or vacation rental property.
- C. OCCUPANTS mean the persons renting or residing in a short-term or vacation rental dwelling unit.
- D. PETS mean dogs, cats, other domesticated animals, and any other animals that the occupants of a short-term or vacation rental bring onto the premises.

**10-18-3 Conditional Use Permits Required**

- A. Permits: A conditional use permit shall be required for each unit used as a short-term or vacation rental, regardless of the zone, type, or primary use of the property.
- B. Application for Permit: The application for a conditional use permit shall be signed by the owner of the property on which the short-term or vacation rental is located and shall include:
  - 1. the owner’s daytime and evening phone contact numbers and email address;
  - 2. a designated local responsible party with phone and email contact information if the short-term or vacation rental is not owner-occupied;
  - 3. the number of off-street parking stalls available for occupants;
  - 4. a checklist showing compliance with the other requirements of this chapter; and
  - 5. the application fee established in the Consolidated Fee Schedule.
- C. Review: The Planning Commission shall review the complete application for a conditional use permit under this chapter and shall approve or deny the conditional use permit based on the criteria listed in this chapter.
- D. As a condition of receiving a conditional use permit and prior to conducting business, the applicant shall:
  - 1. register the business with the State of Utah and obtain a Utah State Sales Tax identification number;
  - 2. apply for and pay the annual City business license fee, with the license to be issued after the conditional use permit is granted; and

3. ensure that no more than one short-term or vacation rental agreement per dwelling unit is in use at any one time.

#### **10-18-4 Tax**

Each short-term or vacation rental owner shall collect and remit sales, resort, and transient room taxes to the Utah State Tax Commission.

#### **10-18-5 Noise and Occupancy**

The responsible party shall regulate the occupancy of the short-term or vacation rental and ensure that:

- A. occupants and their pets shall not create noise that by reason of time, nature, intensity or duration are out of character with noise customarily heard in the surrounding neighborhood;
- B. occupants shall not disturb the peace of surrounding residents by engaging in outside recreational activities or other similar activities between 10 p.m. and 7 a.m.;
- C. occupants and their pets shall not interfere with the privacy of surrounding residents or trespass onto surrounding properties;
- D. occupants shall not engage in disorderly or illegal conduct, including illegal consumption of drugs or alcohol; and
- E. the rental complies with Utah Administrative Code Rule R392-502, Public Lodging Facility Sanitation.

#### **10-18-6 Parking**

An off-street parking stall shall be provided for each vehicle the occupants bring to the short-term or vacation rental. There shall be no more occupant vehicles allowed at any one time than the number of bedrooms available in the short-term or vacation rental. Vehicles parked at the short-term or vacation rental shall not block clear sight distances, create a nuisance or hazard, violate any City laws or winter-restricted parking requirement, or infringe on other property rights.

#### **10-18-7 Camping**

No camp trailers, recreational vehicles, tents, yurts, or any similar non-permanent structures shall be allowed for short-term or vacation rentals under the conditional use permit, except those

located in a private area licensed by the City for camping. Camps shall comply with Utah Administrative Code Rule R392-300, Recreation Camp Sanitation.

**10-18-8 Pets**

Owners or keepers of any pets on short-term or vacation rental properties shall not allow the animals to create noise that could be considered disturbing, to run at large, or to create a mess that is not immediately cleaned up by the owner or keeper. It shall be unlawful for an owner or keeper of any pet to go upon the private property of any person without the permission of the owner or person entitled to the possession of such private property.

**10-18-9 Signage**

Information shall be displayed in the interior of the dwelling unit listing 24 hours seven days a week contact information and the regulations addressing noise, parking, pets, trespassing, illegal activity, and conduct. Exterior signage shall not be allowed.

**10-18-10 Maintenance and Standards**

Any property that contains a dwelling which is licensed as a short-term or vacation rental shall conform to the following standards:

- A. Structures shall be properly maintained and kept in good repair.
- B. Grounds and landscaped areas shall be properly maintained in order that the use in no way detracts from the general appearance of the neighborhood or causes any hazard to the occupants.
- C. Each habitable space shall meet current building codes for size, egress, and be equipped with smoke and carbon monoxide detectors.
- D. Garbage shall not be allowed to accumulate on the property and shall be removed on regularly scheduled pick up days.
- E. A fire extinguisher shall be accessible.
- F. A fire exiting route plan shall be posted.
- G. An annual inspection shall be conducted by the fire marshal to ensure compliance with fire safety provisions.

### **10-18-11 Complaints and Violations**

- A. Complaints received by the City from any person alleging any violation of this chapter shall be handled as stated in this section.
- B. Upon receiving a first complaint, the City shall call or email, and send a letter or notification to the property owner and responsible party explaining the nature of the complaint and requiring immediate correction.
- C. A second complaint will result in the City sending second letter or notification to the property owner and responsible party, explaining the complaint and warning that the conditional use permit may be in jeopardy of being revoked.
- D. A third complaint will result in written notification from the City to the property owner and responsible party requiring their attendance at a Planning Commission meeting to show cause why the conditional use permit should not be revoked. The show-cause hearing shall be held even if the owner or responsible party fails to appear.
- E. Following a show-cause hearing and short of revoking the conditional use permit, the commission may add any conditions or make any other adjustments to the permit it deems reasonably necessary.
- F. Following a show-cause hearing, the Planning Commission may revoke a conditional use permit issued under this chapter if it finds that:
  - 1. the permittee failed to comply repeatedly with any condition set forth in this chapter or the conditional use permit;
  - 2. the permittee engaged in a pattern of unlawful activity; or
  - 3. the permittee violated state law or local ordinances.
- G. Notwithstanding any other remedy in this section, violations of the City Code or State law may be prosecuted as a criminal offense in the justice court.

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

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

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 14<sup>th</sup> day of May 2019.

\_\_\_\_\_  
**MAYOR: Jo Sjoblom**

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

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Hyer	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Taylor	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

**CERTIFICATE OF POSTING**

I hereby certify that Ordinance 19-12 was passed and adopted the 14th day of May 2019 and that complete copies of the ordinance were posted in the following locations within the City this 15<sup>th</sup> day of May 2019.

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

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

**LA PINTANA SUBDIVISION FINAL PLAT  
REVIEW  
By Barry Burton 5.2.19**

**Plat:**

This simple one-lot subdivision is the remainder parcel from the Sun Rays Subdivision that has access directly onto South Weber Drive. The plat appears to be in order having made the corrections we requested.

**Access and Utilities:**

Developers have secured access and encroachment permits from UDOT allowing them to have a driveway from South Weber Drive as well as dig within the right-of-way to make utility connections.

**Recommendation:** I would recommend approval of the final plat.

**MEMORANDUM**

TO: South Weber City Mayor and Council

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



CC: David Larson – South Weber City Manager  
Lisa Smith – South Weber City Recorder

**RE: LA PINTANA SUBDIVISION**  
**Final Review**

Date: May 9, 2019

---

Our office has completed a review of the Final Plat and Improvement Plans for the La Pintana Subdivision dated, February 21, 2019. We recommend approval and offer the following comments.

**GENERAL**

1. Approval Letters.
  - a. We have received an approval letter from the South Weber Water Improvement District. No other approval is required.
  - b. We have received an Access Permit and an Encroachment Permit from UDOT. No other approval is required.

**PLAT**

2. No comments.

**IMPROVEMENT PLANS**

3. No comments.

Excerpt from PC Minutes Jan 29, 2019

**Commissioner Grubb moved to recommend to the City Council the approval of Final Plat and Improvement Plans Application for La Pintana (1 lot) at approximately 1860 E South Weber Drive (0.26 acres) by Kody Holker subject to the following:**

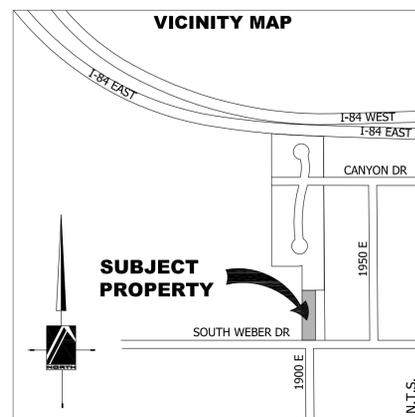
- 1. Items listed in Barry Burton, City Planners, review of 22 January 2019**
- 2. Items listed in Brandon Jones, City Engineer's, letter of 23 January 2019**
- 3. The City to receive a copy of the access permit from UDOT.**

**Commissioner Walton seconded the motion. Commissioners Grubb, Johnson, Pitts, Osborne, and Walton voted yes. The motion carried.**

# LA PINTANA SUBDIVISION

1890 EAST SOUTH WEBER DRIVE  
SOUTH WEBER, UTAH

## VICINITY MAP



## GENERAL NOTES

- 1) ALL WORK WITHIN THE SOUTH WEBER CITY RIGHT OF WAY SHALL CONFORM TO THE SOUTH WEBER CITY STANDARDS & SPECIFICATIONS.
- 2) ALL WORK PERFORMED ON SOUTH WEBER CITY OWNED UTILITIES & CONNECTIONS THERETO SHALL CONFORM TO THE SOUTH WEBER CITY STANDARDS & SPECIFICATIONS.
- 3) ALL WORK PERFORMED ON SOUTH WEBER WATER IMPROVEMENT DISTRICT OWNED UTILITIES AND CONNECTIONS THERETO SHALL CONFORM TO THE SOUTH WEBER WATER IMPROVEMENT DISTRICT STANDARDS AND SPECIFICATIONS.
- 4) CONTRACTOR SHALL OBTAIN AND REVIEW A COPY OF ALL OF THE ABOVE MENTIONED STANDARDS AND SPECIFICATIONS.
- 5) THESE PLANS CALL FOR BUT ARE NOT DESIGN DRAWINGS FOR THE RELOCATION, AND/OR REMOVAL OF EXISTING DRY UTILITIES INFRASTRUCTURE. DESIGN DRAWINGS FOR SAID RELOCATIONS AND REMOVALS SHALL BE BY OTHERS.
- 6) CALL BLUESTAKES 48 HOURS PRIOR TO DIGGING.
- 7) CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING MANHOLES AND OTHER UTILITIES BEFORE BUILDING OR STAKING ANY UTILITY LINES.
- 8) BENCHMARK IS: THE SECTION CORNER MONUMENT LOCATED AT THE INTERSECTION OF SOUTHWEBER DRIVE AND 1900 EAST KNOWN AS THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SLB&M ELEVATION = 4508.10.

## DEVELOPER ROB EDWARDS

227 Suite B 25th Str., UT 84403  
TEL: 801-558-4740

## ENGINEER / SURVEYOR PINNACLE Engineering & Land Surveying, Inc.

327 WEST GORDON AVE. #3  
LAYTON, UT 84041

Phone: (801) 773-1910  
Fax: (801) 719-6738

## UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

## NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

## TRAFFIC CONTROL & SAFETY NOTES

TRAFFIC CONTROL PLAN FOR WORK WITHIN UDOT RIGHT OF WAY MUST MEET UDOT STANDARDS & SPECIFICATIONS

1. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT STATE OF UTAH DEPARTMENT OF TRANSPORTATION MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, AND THE CURRENT SOUTH WEBER CITY STANDARD DRAWING, AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO ANY WORK.
2. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE CITY TRAFFIC ENGINEER, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
3. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
4. DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE CITY TRAFFIC ENGINEER FOR REVIEW AND APPROVAL.
5. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.
6. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

## GOVERNING AGENCIES

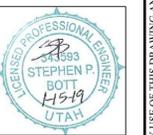
<p><b>CITY</b> SOUTH WEBER CITY 1600 EAST SOUTH WEBER DR. SOUTH WEBER, UT 84050 PHONE: 801-479-3177 FAX: 801-479-0066</p>	<p><b>TRANSPORTATION</b> SOUTH WEBER CITY ENGINEER BRANDON JONES 1716 EAST 5600 SOUTH OGDEN, UT 84403 PHONE: 801-476-9767 PHONE: 801-476-9768</p>	<p><b>FIRE INSPECTION</b> SOUTH WEBER CITY FIRE MARSHALL 1600 EAST SOUTH WEBER DR. SOUTH WEBER, UT 84050 PHONE: 801-479-3177 FAX: 801-479-0066</p>
<p><b>SEWER</b> SOUTH WEBER CITY PUBLIC WORKS 1600 EAST SOUTH WEBER DR. SOUTH WEBER, UT 84050 PHONE: 801-479-3177 FAX: 801-479-0066</p>	<p><b>STORM DRAIN</b> SOUTH WEBER CITY PUBLIC WORKS 1600 EAST SOUTH WEBER DR. SOUTH WEBER, UT 84050 PHONE: 801-479-3177 FAX: 801-479-0066</p>	<p><b>CULINARY WATER</b> SOUTH WEBER CITY PUBLIC WORKS 1600 EAST SOUTH WEBER DR. SOUTH WEBER, UT 84050 PHONE: 801-479-3177 FAX: 801-479-0066</p>
<p><b>SECONDARY WATER</b> SOUTH WEBER WATER IMPROVEMENT DIST. 7924 SOUTH 1900 EAST SOUTH WEBER, UT 84405 CONTACT PERSON PHONE: 801-475-4749</p>	<p><b>POWER</b> ROCKY MOUNTAIN POWER SALT LAKE CITY, UT ED ZIEBER 801-543-3017</p>	<p><b>NATURAL GAS</b> DOMINION ENERGY UTAH 333 SOUTH STATE STREET PO BOX 45360 SALT LAKE CITY, UT 84145 MIKE DAVIS 801-395-6806</p>
<p><b>TELEPHONE</b> QWEST CORPORATION 1425 WEST 3100 SOUTH SALT LAKE CITY, UT 84119 GARY WEAVER: 801-626-5380</p>	<p><b>IRRIGATION WATER</b> SOUTH WEBER IRRIGATION COMPANY 6525 SOUTH 475 EAST SOUTH WEBER, UT 84405 LOUISE COOPER PHONE: 801-295-8854</p>	<p><b>CABLE</b> COMCAST CABLE CORPORATION 9602 SOUTH 300 WEST SANDY, UT 84070 PHONE: 885-782-1061</p>

## DRAWING INDEX

- 1 COVER
- 2 SUBDIVISION PLAT
- 3 NOTES, DETAILS, AND ABBREVIATIONS
- 4 SITE & UTILITY PLAN

**PINNACLE**  
Engineering & Land Surveying, Inc.  
Layton • West Bountiful • Mount Pleasant • St. George  
327 West Gordon Ave. #3  
Layton, UT 84041  
Phone: (801) 773-1910  
Fax: (801) 773-1925

LA PINTANA  
COVER SHEET  
FOR: ROB EDWARDS  
1890 EAST SOUTH WEBER DRIVE  
SOUTH WEBER, UTAH  
PROJECT #17-084A

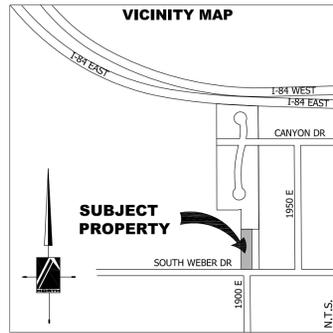


DATE	BY	REVISION

**CALL BLUESTAKES**  
1-800-662-4111  
AT LEAST 48 HOURS BEFORE DIGGING

SHEET  
1

ALL INFORMATION SHOWN HEREIN IS NOT FINAL OR APPROVED WITHOUT THE GOVERNING AGENCY'S STAMP AND SIGNATURE. ANY USE OF THIS DRAWING AND ITS CONTENT WITHOUT SAID APPROVAL IS DONE AT THE INDIVIDUAL'S OWN RISK. PINNACLE ENGINEERING & LAND SURVEYING, INC. DOES NOT ASSUME LIABILITY FOR ANY SUCH USE.



**NOTES**

- 1- PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE 10 FEET WIDE AROUND SUBDIVISION BOUNDARY AND ALONG ROAD FRONTS.
- 2- BULLDABLE AREA ENVELOPES ARE AS FOLLOWS:
  - 20 FOOT FRONT YARD SETBACK
  - 25 FOOT REAR YARD SETBACK
  - 10 FOOT SIDE YARD SETBACK
  - 20 FOOT SIDE YARD SETBACK ON CORNER LOTS
- 3- ALL LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE GEOTECHNICAL REPORT PREPARED BY CHRISTENSEN GEOTECHNICAL, DATED JUNE 27, 2017. THIS INCLUDES EXCAVATION OBSERVATIONS ON EACH LOT BY THE GEOTECHNICAL ENGINEER AFTER THE EXCAVATION IS COMPLETE BUT BEFORE THE FOUNDATIONS ARE POURED OR STRUCTURAL FILL IS PLACED

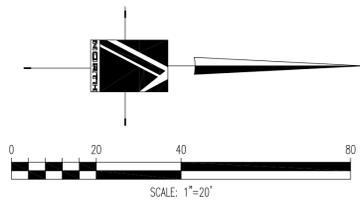
**QUESTAR GAS NOTE**

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABRIGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

LINE	BEARING	LENGTH
L1	S 00°06'39" E	33.00'

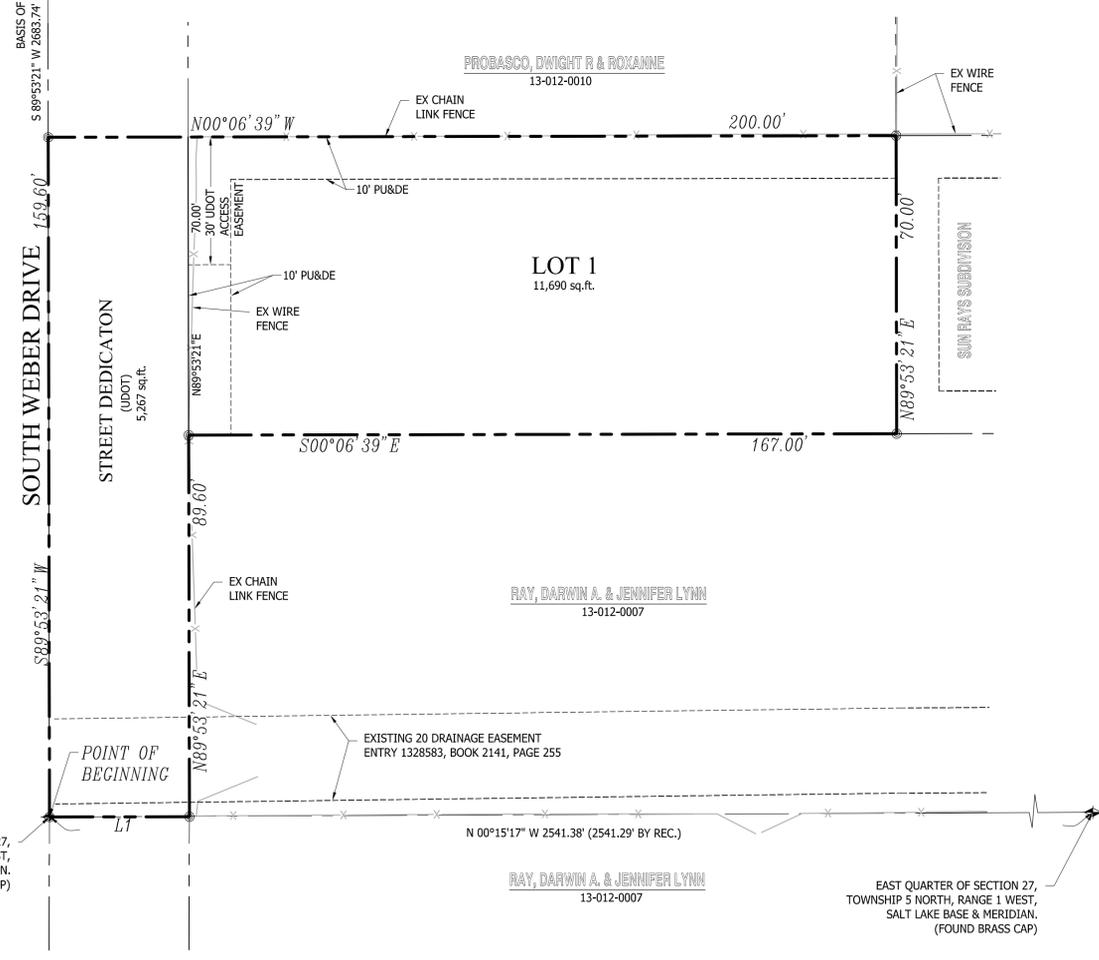
**LEGEND**

- PROPERTY LINE
- LOT LINE
- CENTER / SECTION LINE
- EASEMENT LINE
- BUILDING SETBACK LINE (NOT SHOWN)
- ADJOINING LOT LINE
- PROPOSED STREET MONUMENT
- SECTION CORNERS
- PROPOSED STREETLIGHT
- PUBLIC UTILITY & DRAINAGE EASEMENT
- SET 5/8" REBAR WITH A GRANGE PLASTIC CAP, OR NAIL & WASHER STAMPED PINNACLE ENG. & LAND SURV.



**LA PINTANA SUBDIVISION**

A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH WEBER CITY, DAVIS COUNTY, UTAH



**SURVEYOR'S CERTIFICATE**

I, STEPHEN J. FACKRELL DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 19151Z AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS LA PINTANA SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

**BOUNDARY DESCRIPTION**

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SLB&M; AND RUNNING THENCE SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 159.60; THENCE NORTH 00°06'39" WEST 200.00 FEET; THENCE NORTH 89°53'21" EAST 70.00 FEET TO THE WESTERLY LINE OF THE PROPERTY CONVEYED IN WARRANTY DEED RECORDED 11/16/2015 AS ENTRY # 2905137, BOOK 6394, PAGE 903 AT THE DAVIS COUNTY RECORDERS OFFICE; THENCE SOUTH 00°06'39" EAST ALONG SAID WESTERLY LINE 167.00 FEET TO THE NORTHERLY LINE OF THE SOUTH WEBER DRIVE RIGHT OF WAY; THENCE NORTH 89°53'21" EAST ALONG THE NORTH LINE OF SAID RIGHT OF WAY 89.60 FEET; AND THENCE SOUTH 00°06'39" EAST 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 16,957 SQ.FT. (0.39 ACRES)

DATE \_\_\_\_\_ STEPHEN J. FACKRELL  
LICENSE NO. 19151Z

**OWNER'S DEDICATION**

WE THE UNDERSIGNED OWNERS OF THE HEREOF DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS, AS SHOWN ON THIS PLAT AND NAME SAID TRACT OF LAND

**LA PINTANA SUBDIVISION**

AND HEREBY DEDICATE, GRANT AND CONVEY TO UDOT, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO SOUTH WEBER CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES, AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY SOUTH WEBER CITY, AND DO HEREBY, DEDICATE, GRANT AND CONVEY TO SOUTH WEBER IRRIGATION COMPANY A 10 FOOT WIDE IRRIGATION EASEMENT AS SHOWN HEREON DESCRIBED HEREON.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS SUBDIVISION HAS MET THE ALL THE REQUIREMENTS OF SOUTH WEBER CITY ORDINANCES.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**ACKNOWLEDGMENT**

STATE OF UTAH )  
County of Davis )  
On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, personally appeared before me, the undersigned Notary public, in and for said County of Davis in said State of Utah, the signer ( ) of the above Owner's dedication, in number \_\_\_\_\_, who duly acknowledged to me that signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC  
RESIDING IN DAVIS COUNTY

**LA PINTANA SUBDIVISION**

A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH WEBER CITY, DAVIS COUNTY, UTAH SHEET 1 OF 1

SOUTH WEBER IRRIGATION COMPANY  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY  
THE SOUTH WEBER IRRIGATION COMPANY.  
SOUTH WEBER IRRIGATION COMPANY REPRESENTATIVE

ROCKY MOUNTAIN POWER  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY A REPRESENTATIVE OF ROCKY MOUNTAIN POWER.  
ROCKY MOUNTAIN POWER REPRESENTATIVE

QUESTAR GAS COMPANY  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY A REPRESENTATIVE OF QUESTAR GAS COMPANY.  
QUESTAR GAS COMPANY REPRESENTATIVE

CITY ATTORNEY'S APPROVAL  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE SOUTH WEBER CITY ATTORNEY.

PLANNING COMMISSION APPROVAL  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE SOUTH WEBER CITY PLANNING COMMISSION.  
CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE SOUTH WEBER CITY ENGINEER.  
SOUTH WEBER CITY ENGINEER

CITY COUNCIL APPROVAL  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE SOUTH WEBER CITY COUNCIL.  
ATTEST:  
SOUTH WEBER CITY RECORDER SOUTH WEBER CITY MAYOR

DAVIS COUNTY RECORDER  
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND  
RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ IN  
BOOK \_\_\_\_\_ OF OFFICIAL RECORDS PAGE \_\_\_\_\_  
DAVIS COUNTY RECORDER  
BY: \_\_\_\_\_ DEPUTY RECORDER



LAYTON • ST. GEORGE • MT. PLEASANT • W. BOUNTIFUL  
327 West Gordon Ave., Suite #3 Phone: (801) 773-1910  
LAYTON, UT 84041 Fax: (801) 719-6738

17-0848

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GENERAL NOTES

- 1. CONTRACTOR SHALL OBTAIN A COPY OF, AND STRICTLY ADHERE TO THE CURRENT STANDARDS AND SPECIFICATIONS OF ALL APPLICABLE AGENCIES.
2. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFOREHAND.
3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
5. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENTS STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
7. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE THE FURNISHING OF ALL MATERIALS WITH THE GENERAL CONTRACTOR TO COMPLETE THE PROJECT.
8. TRAFFIC CONTROL TO CONFORM TO THE CURRENT CITY OR COUNTY TRANSPORTATION ENGINEER'S MANUAL.

GEOTECHNICAL NOTES

- 1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT PREPARED BY CHRISTENSEN GEOTECHNICAL DATED JUNE 27, 2017. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557 EXCEPT UNDER BUILDING FOUNDATION WHERE IT SHALL BE 100% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUB GRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
2. THE SOILS REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT, SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCY BETWEEN SOILS REPORT AND PLANS, ETC.
3. BASED ON THE GEOTECHNICAL REPORT, "WITHIN AREAS TO BE GRADED (BELOW PROPOSED STRUCTURES, FILL SECTIONS, CONCRETE FLATWORK, OR PAVEMENT SECTIONS), ANY EXISTING VEGETATION, DEBRIS, TOPSOIL, UNDOCUMENTED FILL, OR OTHERWISE UNSUITABLE SOILS SHOULD BE REMOVED, ANY SOFT, LOOSE, OR DISTURBED SOILS SHOULD ALSO BE REMOVED".... TOPSOIL AND UNDOCUMENTED FILL MATERIALS SHOULD BE REMOVED PRIOR TO PLACEMENT OF STRUCTURAL FILL, STRUCTURES, CONCRETE FLATWORK AND PAVEMENTS." WHERE OVER-EXCAVATION OR SOFT SOIL STABILIZATION IS REQUIRED, IT SHOULD PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.

DEMOLITION NOTES

- 1. CONTRACTOR TO LEGALLY REMOVE & DISPOSE OF ALL EXTRANEOUS UTILITIES, STRUCTURES, IMPROVEMENTS & DEBRIS ON THE SITE PRIOR TO CONSTRUCTING THE IMPROVEMENTS SHOWN ON THIS PLAN.
2. SAID DEMOLITION MAY INCLUDE, BUT IS NOT LIMITED TO UTILITY SERVICES AS WELL AS ASPHALT, CONCRETE, FENCES, TREES, SHRUBS & OTHER DELETERIOUS MATERIALS ON THE SITE.
3. SAID DEMOLITION INCLUDES UTILITY MAINS AS SHOWN ON THESE PLANS.
4. SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
5. CONTRACTOR IS TO COORDINATE ALL PERMITS, FEES & INSPECTIONS AS REQUIRED BY ANY AGENCY HAVING JURISDICTION.
6. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO SITE. THE APPROACH SHALL BE DESIGNATED BY THE GENERAL MANAGER.

UNDERGROUND INFORMATION

- 1. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS IS BASED ON INFORMATION GATHERED FROM UTILITIES AND/OR FROM ABOVE-GROUND STRUCTURES OR EVIDENCE FOUND AT THE TIME OF SURVEY. AS SUCH, THE UNDERGROUND INFORMATION IS A BEST ESTIMATE. PINNACLE DOES NOT REPRESENT OR GUARANTEE THAT THE UNDERGROUND INFORMATION PROVIDED IS CORRECT OR UP TO DATE.
2. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. CALL BLUESTAKES A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY DIGGING OR UTILITY WORK.
3. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.

UTILITY NOTES

CONTRACTOR SHALL OBTAIN A COPY OF, AND STRICTLY ADHERE TO THE CURRENT STANDARDS AND SPECIFICATIONS OF SOUTH WEBER CITY PUBLIC WORKS. CONTRACTOR IS TO OBTAIN ANY REQUIRED PERMITS AND NOTIFY THE UTILITY OWNER AND PINNACLE ENGINEERING PRIOR TO BEGINNING ANY WORK ON WET UTILITIES. CONTRACTOR IS TO COORDINATE DRY UTILITY WORK WITH THE UTILITY OWNERS.

STORM DRAIN
SEE SOUTH WEBER CITY PUBLIC WORKS. STANDARDS & SPECIFICATIONS FOR ALL DETAILS & SPECIFICATIONS GOVERNING THE CONSTRUCTION & INSPECTION OF THE STORM DRAIN & APPURTENANCES WITHIN THE PUBLIC RIGHT-OF-WAY SHOWN ON THIS PLAN. SEE THE DETAILS PROVIDED ON THIS SET OF DRAWINGS FOR ALL OTHER STORM DRAIN CONSTRUCTION. ALL STORM DRAIN SHALL BE CLASS III RCP.
LAND DRAIN
(NOT APPLICABLE)

SANITARY SEWER
SEE SOUTH WEBER CITY PUBLIC WORKS. STANDARDS & SPECIFICATIONS FOR ALL DETAILS & SPECIFICATIONS GOVERNING THE CONSTRUCTION & INSPECTION OF THE SANITARY SEWER & APPURTENANCES SHOWN ON THIS PLAN. COORDINATE SEWER FINAL DESIGN WITH SOUTH WEBER CITY ENGINEERED PLANS.

CULINARY WATER
SEE SOUTH WEBER CITY PUBLIC WORKS. STANDARDS & SPECIFICATIONS FOR ALL DETAILS & SPECIFICATIONS GOVERNING THE CONSTRUCTION & INSPECTION OF THE CULINARY WATER & APPURTENANCES SHOWN ON THIS PLAN. CULINARY WATER LINES SHALL BE 8" CL51 POLY-VIRAPPED DUCTILE IRON PIPE. ELBOW FITTINGS SHALL BE DUCTILE IRON CLASS 250.

SECONDARY WATER
SEE SOUTH WEBER WATER IMPROVEMENT DIST. STANDARDS & SPECIFICATIONS FOR ALL DETAILS & SPECIFICATIONS GOVERNING THE CONSTRUCTION & INSPECTION OF THE SECONDARY WATER & APPURTENANCES SHOWN ON THIS PLAN. SECONDARY WATER LINES SHALL BE 6" PVC DR-14 CLASS 200 PIPE. ELBOW FITTINGS SHALL BE DUCTILE IRON CLASS 250.

DRY UTILITIES
THESE PLANS SHOW THE LOCATION OF POWER, NATURAL GAS, AND COMMUNICATIONS UTILITIES, BUT ARE NOT DESIGN DRAWINGS FOR THE RELOCATION OR REMOVAL OF EXISTING DRY UTILITIES, NOR FOR ANY NEW DRY UTILITY STUBS. CONTRACTOR IS TO SUBMIT SITE PLAN TO DRY UTILITIES FOR DESIGN OF SERVICE CONNECTIONS TO BUILDING. ACTUAL CONSTRUCTION OF SAID SERVICES TO BE DONE BY RESPECTIVE UTILITY PROVIDERS.

GENERAL UTILITY NOTE:
CONTRACTOR MUST START AT THE LOW END OF ALL GRAVITY FED LINES AND WORK UP HILL. FAILURE TO COMPLY WITH THIS NOTE WILL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.
THE CONTRACTOR IS TO VERIFY DEPTHS OF UTILITIES IN THE FIELD BY POT HOLING A MINIMUM OF 300 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO POTHOLE UTILITIES THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.

ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW PIPE DURING CONSTRUCTION.
ALL THRUST BLOCKS SHALL BE POURED IN PLACE AGAINST UNDISTURBED SOIL AS PER SPECIFICATIONS, ALL VALVES, FITTINGS, AND APPURTENANCES TO BE BLOCKED.

CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL DRAWINGS.
NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.

ABOVE-GROUND IMPROVEMENTS

CONTRACTOR SHALL OBTAIN A COPY OF, AND STRICTLY ADHERE TO THE CURRENT UTAH DEPARTMENT OF TRANSPORTATION AND SOUTH WEBER CITY PUBLIC WORKS STANDARDS AND SPECIFICATIONS. CONTRACTOR IS TO OBTAIN ANY REQUIRED PERMITS AND NOTIFY THE UDOT AND SOUTH WEBER CITY PRIOR TO BEGINNING ANY WORK WITHIN THE STREET.

ALL DIMENSIONS, AND GRADES SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

ALL EXISTING MANHOLES, WATER VALVES, CLEAN OUTS, ETC., ARE TO BE RAISED OR LOWERED TO GRADE.

ALL NEW VALVES, MANHOLES, ETC. SHALL BE INSTALLED A MINIMUM OF 6" BELOW FINISH GRADE & RAISED TO GRADE AS REQUIRED WITH A MINIMUM 6" CONCRETE RING.

FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION, AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET. SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/2 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING.

CONCRETE WATERWAYS, CURB WALLS, MOW STRIPS, CURB AND GUTTER, ETC., WILL TYPICALLY BE SCORED ( 1/2 THE DEPTH) AT INTERVALS NOT TO EXCEED 10 FEET, AND HAVE FULL DEPTH EXPANSION JOINTS THAT EQUAL SPACING NOT TO EXCEED 40 FEET.

CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.

ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.

HANDICAP ACCESSIBILITY: ALL CONSTRUCTION SHALL MEET THE ADA HANDICAP ACCESSIBILITY REQUIREMENTS. FOR ANY DISCREPANCIES BETWEEN THE PLANS AND ADA REQUIREMENTS, ADA REQUIREMENTS WILL GOVERN.

STRIPING WILL BE PER THE PLANS AND/OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. STRIPING TO INCLUDE HANDICAP INSIGNIAS, SIGNS, CROSS-HATCHING, DIRECTION ARROWS, ETC. AS SHOWN OR AS DIRECTED.

NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.

ABBREVIATIONS

- Ø DIAMETER
Δ DELTA
° DEGREES
' MINUTES, FEET
" SECONDS, INCHES
AD ALGEBRAIC DIFFERENCE
ADA AMERICAN DISABILITIES ACT
ADS CORRUGATED BLACK PLASTIC PIPE
ARCH ARCHITECTURAL
B&C BAR & CAP
BL BOUNDARY LINE
BLA BOUNDARY LINE AGREEMENT
BM BENCHMARK
BND BOUNDARY
BOW BACK OF WALK
BRG BEARING
BV BUTTERFLY VALVE
BVC BEGIN VERTICAL CURVE
BVCE BEGIN VERTICAL CURVE ELEVATION
BVCS BEGIN VERTICAL CURVE STATION
C&G CURB AND GUTTER
CB CATCH BASIN
CH CHORD
CHB CHORD BEARING
CI CAST IRON
CL CENTERLINE
CMP CORRUGATED METAL PIPE
CO CLEANOUT
COMBO COMBINATION
CONC CONCRETE
CONST CONSTRUCTION
CP CONTROL POINT
CUL CULINARY
CW CULINARY WATER
CWL CULINARY WATERLINE
DEMO DEMOLITION
DI DUCTILE IRON
DIAM DIAMETER
DIST DISTANCE
DIV DIVERSION
E EAST
EASE EASEMENT
EG EXISTING GRADE
EL ELBOW
ELEC ELECTRICAL
EVC END VERTICAL CURVE
EVCE END VERTICAL CURVE ELEVATION
EVCS END VERTICAL CURVE STATION
EX EXISTING
FG FINISH GRADE
FH FIRE HYDRANT
FL FLOWLINE
FND FOUND
FND FOUNDATION
FTG FOOTING
GB GRADE BREAK
GR GRADE
GV GATE VALVE
HDPE HIGH-DENSITY POLYETHYLENE PIPE
HP HIGH POINT
HPE HIGH POINT ELEVATION
HPS HIGH POINT STATION
ID INSIDE DIAMETER
INV INVERT
IRR IRRIGATION
IRRMH IRRIGATION MANHOLE
K RADIUS OF CURVATURE
L LENGTH
LAT LATERAL SERVICE
LD LAND DRAIN
LDHM LAND DRAIN MANHOLE
LIP LIP OF GUTTER
LP LOW POINT
LPE LOW POINT ELEVATION
LPS LOW POINT STATION
MECH MECHANICAL
MH MANHOLE
MON MONUMENT
N NORTH
NE NORTHEAST
NR NON-RADIAL
NW NORTHWEST
OC ON CENTER
OD OUTSIDE DIAMETER
PL PROPERTY LINE
PROP PROPERTY
PUE PUBLIC UTILITY EASEMENT
PUEDE PUBLIC UTILITY & DRAINAGE EASEMENT
PUEDE PUBLIC UTILITY EASEMENT & DRAINAGE EASEMENT
PVC POLYVINYLCHLORIDE
R RADIUS
RCL ROADWAY CENTERLINE
RCF REINFORCED CONCRETE PIPE
S SOUTH
SD STORM DRAIN
SDCB STORM DRAIN CATCH BASIN
SDCO STORM DRAIN CLEANOUT
SDMH STORM DRAIN MANHOLE
SE SOUTHEAST
SEC SECONDARY
SEC SECTION
SLB&M SALT LAKE BASE & MERIDIAN
SPEC SPECIFICATION
SPECS SPECIFICATIONS
SPP STEEL PIPE
SS SANITARY SEWER
SSCO SANITARY SEWER CLEANOUT
SSMH SANITARY SEWER MANHOLE
STD STANDARD
STDS STANDARDS
SW SECONDARY WATER
SW SOUTHWEST
SWL SECONDARY WATERLINE
TAN TANGENT
TB THRUST BLOCK
TBC TOP BACK OF CURB
TBW TOP BACK OF WALK
TEL TELEPHONE
TCW TOP OF CURB/WALL
TOA TOP OF ASPHALT
TOC TOP OF CONCRETE
TOG TOP OF GRATE
TOW TOP OF WALL
UTIL UTILITY
V VALVE
VC VERTICAL CURVE
W WATER
W WEST
WL WATERLINE
WM WATER METER
X CROSS
X-SECT CROSS-SECTION



LA PINTANA
DETAILS, NOTES, & ABBREVIATIONS
FOR: ROB EDWARDS
1890 EAST SOUTH WEBER DRIVE
SOUTH WEBER, UTAH
PROJECT #17-084A

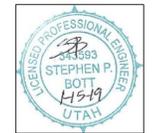


Table with columns: SURVEYED BY, DESIGNED BY, DRAWN BY, APPROVED BY, REVISION, DATE

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CALL BLUESTAKES

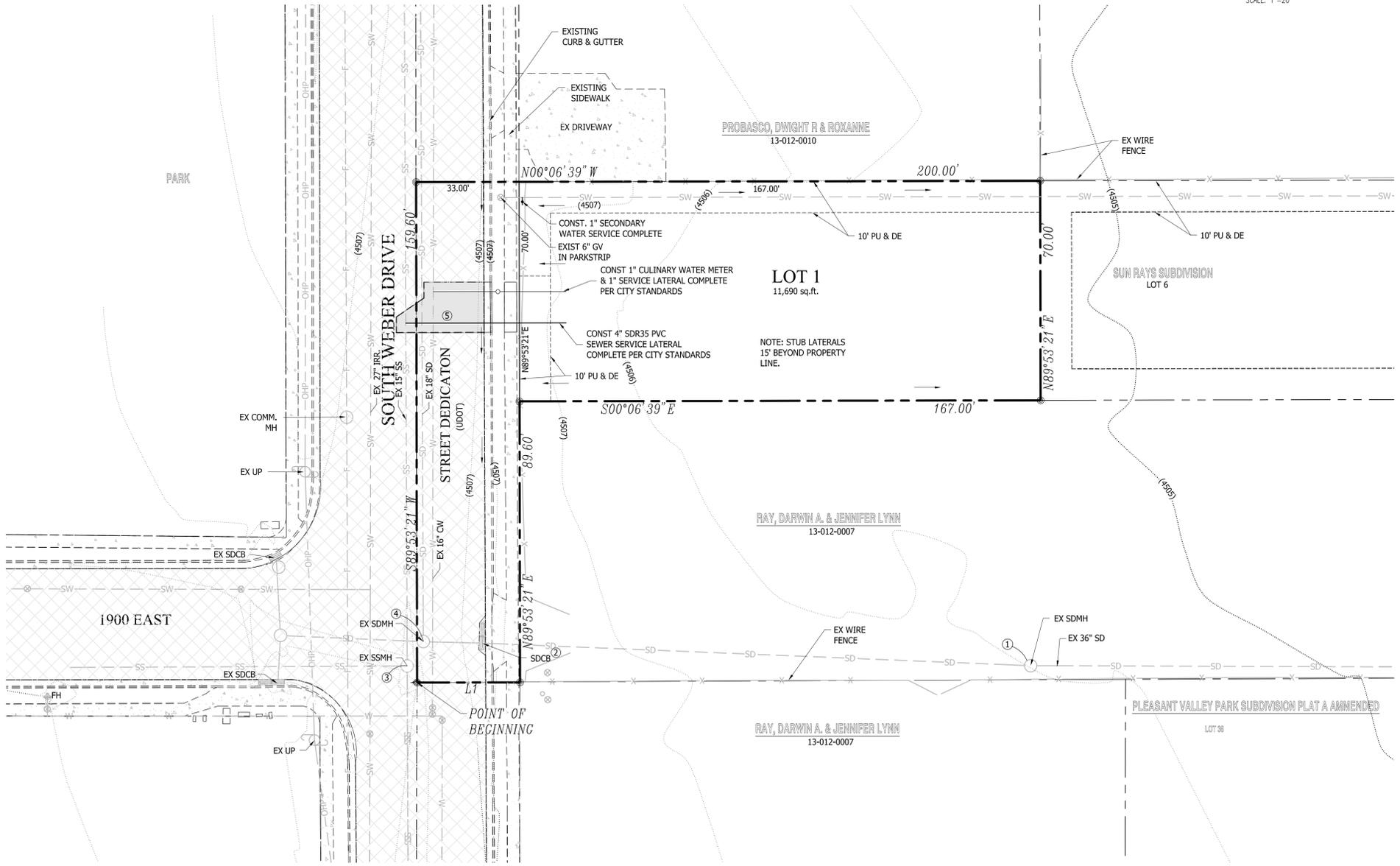
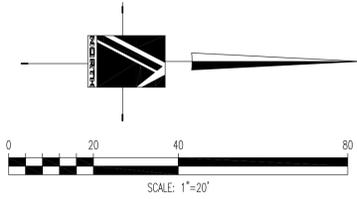


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DATA TABLE			
LOTS	1		
BUILDABLE LAND	5,587 SQ. FT.	0.13 ACRES	33%
LANDSCAPING	N/A		
TOTAL AREA	16,957 SQ. FT.	0.39 ACRES	100%
DENSITY	2.56		



**SITE & UTILITY PLAN**

**KEYED NOTES**

- EXISTING STORM DRAIN MANHOLE RIM=4505.83 FL=4498.10
- EXISTING STORM DRAIN CATCH BASIN GRATE=4506.50 FL=4496.55
- EXISTING SEWER MANHOLE RIM=4508.06 FL=4495.46
- EXISTING STORM DRAIN MANHOLE RIM=4507.93 FL(SOUTH)=4498.83 FL(WEST)=4498.53 FL(NORTH)=4497.98
- SAWCUT, REMOVE, & REPLACE EXISTING ASPHALT AS DIRECTED BY THE UTAH DEPARTMENT OF TRANSPORTATION
- SAWCUT, REMOVE, & REPLACE EXISTING CURB & GUTTER AND SIDEWALK AS REQUIRED

**PINNACLE**  
 Engineering & Land Surveying, Inc.  
 Layton • West Bountiful • Mount Pleasant • St. George  
 327 West Gordon Ave. #3 Layton, UT 84041  
 Phone: (801) 773-1910 Fax: (801) 773-1925

LA PINTANA  
 CONSTRUCTION DRAWING  
 FOR: ROB EDWARDS  
 1890 EAST SOUTH WEBER DRIVE  
 SOUTH WEBER, UTAH  
 PROJECT #17-084A



REVISION	BY	DATE

SURVEYED BY  
 DESIGNED BY  
 DRAWN BY SPB 01/15/19  
 APPROVED BY SJF

**CALL BLUESTAKES**  
 1-800-662-4111



SHEET  
**4**

**RESOLUTION 19-19**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING  
THE FINAL PLAT AND IMPROVEMENT PLANS FOR LA PINTANA  
SUBDIVISION**

**WHEREAS**, an application for subdividing 0.26 acres at approximately 1880 E South Weber Drive into 1 building lot was provided by Kody Holker; and

**WHEREAS**, both the City Planner and the City Engineer have analyzed all forms presented and found all conditions of City Code met and relayed their findings to the Planning Commission; and

**WHEREAS**, the South Weber City Planning Commission held a public hearing for the above subdivision on the 29th day of January 2019; and

**WHEREAS**, the Planning Commission reviewed all the supporting documents and gave a favorable recommendation for approval by the City Council at the same hearing; and

**WHEREAS**, the City Council verified all reviews and recommendations in a public meeting on the 14th day of May 2019;

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

**Section 1: Approval:** The final plat and improvement plans of La Pintana subdivision are 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 14<sup>th</sup> day of May 2019.

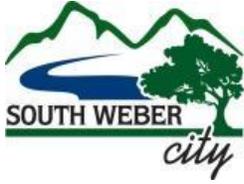
Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Hyer	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Taylor	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

---

**Jo Sjoblom, Mayor**

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**Attest:** Lisa Smith, Recorder



**Council Meeting Date:** May 14, 2019

**Name:** David Larson

**Agenda Item:** 9

**Objective:** RES 19-20 Interlocal Agreement with Davis County for Law Enforcement Services

**Background:** South Weber City contracts for law enforcement services through Davis County and the Davis County Sheriff's Office (DCSO). Our current agreement expires June 30, 2019. This contract with DCSO increases our monthly rate from \$11,247.67 (\$134,972.04 annually) to \$18,490.00 (\$221,880 annually).

To receive the best service for the best price, South Weber City reached out to surrounding agencies other than DCSO to see if they would be willing and interested in providing law enforcement services to South Weber City. In the end, we had offers from DCSO and Layton City. The Public Safety Committee reviewed both offers and originally approached Layton City, feeling like they had the preferred offer. However, DCSO responded with a decreased rate from their original offer and a lower cost than Layton City, along with plans for increased service levels. The Committee reconsidered the offers and recommends staying with DCSO.

**Summary:** Approve Interlocal Agreement for Law Enforcement Services

**Committee Recommendation:** Approval

**Planning Commission Recommendation:** NA

**Staff Recommendation:** NA

**Attachments:** RES 19-20

**Budget Amendment:** NA

## RESOLUTION 19-20

### A RESOLUTION OF THE SOUTH WEBER CITY APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

**WHEREAS**, the City Council of South Weber considers the safety of all citizens of highest priority; and

**WHEREAS**, the contract for law enforcement services will expire in June; and

**WHEREAS**, the public safety committee has explored several options for law enforcement and has recommended continuing service through Davis County Sheriff's Office; and

**WHEREAS**, the Davis County Sheriff's Office has the training and officers available to provide increased presence in South Weber City; and

**WHEREAS**, State law authorizes Interlocal Cooperation Agreements; and

**WHEREAS**, the City Council has reviewed the attached agreement and finds it to be in the best interest of its citizens;

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

**Section 1 Adoption:** Interlocal Cooperation Agreement for Law Enforcement Services is hereby adopted as attached hereto as **EXHIBIT A**.

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

**PASSED AND ADOPTED** by the South Weber City Council this 14<sup>th</sup> day of May 2019.

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

---

**Jo Sjoblom, Mayor**

---

**Attest:** Lisa Smith, Recorder

# **EXHIBIT A**

## **INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**INTERLOCAL COOPERATION AGREEMENT FOR**  
**LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement for Law Enforcement Services (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and South Weber City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

**Recitals**

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through the Davis County Sheriff’s Office (the “Sheriff’s Office”) maintains a law enforcement department, which includes the Sheriff and his deputies and all the requisite patrol cars and other equipment necessary to provide law enforcement services within Davis County;

C. WHEREAS, the City is a municipal corporation of the State of Utah and as such operates the South Weber Municipal Justice Court (“Court”);

D. WHEREAS, the City desires to contract with the County for bailiff services for the Court to meet the City's statutory obligations under Section 78A-7-103, *Utah Code Ann.*, to provide sufficient local law enforcement officers to attend the Court when required and provide security for the Court as bailiffs of the Court;

E. WHEREAS, the City does not have a police department, patrol cars, or law enforcement equipment and desires to provide its citizens with law enforcement services at a minimum of expense;

F. WHEREAS, the City desires to benefit from the County’s law enforcement services as specified in this Agreement; and

G. WHEREAS, the County desires to permit the City to benefit from the County’s law enforcement services as specified in this Agreement.

NOW, based upon the forgoing and for and in consideration of the mutual promises, obligations, and covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

a. *Services within the Scope of this Agreement.* The County, through the Sheriff’s Office, shall provide the following law enforcement services to the City under this Agreement:

- 1) The County shall provide deputies, who shall be certified law enforcement officers as in accordance with Section 53-13-103, Utah Code

Annotated, to the City to act as bailiffs of the Court during sessions of the Court at two (2) hours per session two (2) times each month.

a) The County shall provide one bailiff for each session of the Court unless circumstances necessitate otherwise, or the City specifically requests additional bailiffs for particular sessions of the Court.

b) Bailiff services shall include attendance, security, and law enforcement related services as described in Rule 3-414(5)-(8), Utah Code of Judicial Administration during sessions of the Court but do not include services as clerk of the Court or custodian or the transportation of prisoners except as described in and compensated for as provided in this Agreement.

2) Traffic enforcement and preventive patrol at ten (10) hours per day minimum (including forty (40) hours per week minimum by non-paramedic law enforcement officers), crime prevention, investigations, crime lab services, emergency services, and school education programs, among other law enforcement services not specifically excepted by this Agreement;

3) The law enforcement services provided by the County, through the Sheriff's Office, to the City under this Agreement shall be provided by sworn County peace officers, who:

a) Through this Agreement, are authorized by the City to enforce the City's ordinances, and, thus, shall, under the terms of this Agreement, enforce the City's ordinances; and

b) Are authorized by Utah law, regulations, rule, policy or otherwise and Davis County ordinance, regulation, policy or otherwise to perform law enforcement services, and, thus, shall enforce such laws, regulations, rules, policies or otherwise.

4) Provide all law enforcement equipment necessary for the County, through the Sheriff's Office, to provide the law enforcement services which are the subject of this Agreement, including, but not limited to, vehicles and other law enforcement equipment that are needed to perform the law enforcement services required under this Agreement;

5) Offenses, which could be charged as violations of either state law or the City's ordinances, shall be charged as violations of the City's ordinances and filed with the Court, assuming it is permitted by law;

6) Whether arising under state law or the City's ordinances, all offenses occurring within the City, which are classified as infractions, class C misdemeanors, or class B misdemeanors, or which may otherwise be filed in the Court, shall be filed in the Court;

7) If the offender is a juvenile, whether under state law or the City's ordinances, all offenses occurring within the City which are classified as infractions, class C misdemeanors, or class B misdemeanors, or which may otherwise be filed in the Court, shall be filed in the Court, except those areas specifically reserved for the juvenile court, such as DUI's involving juveniles;

8) Assure that County officers or employees, who are witnesses for matters involving the City under this Agreement, appear at all Court proceedings, if proper notice has been received by such County officers or employees for such proceedings;

9) The City shall notify the County of the date, time, and place of any proceeding before the Court, as well as the name of the officer or employee of the County needed in those proceedings; such notice shall be in writing and sent by mail to the Sheriff's Office or be hand-delivered to the Sheriff's Office at least ten (10) days prior to the proceeding; if the proceeding is scheduled within less than ten (10) days, the City shall make a reasonable effort to notify the County as soon as possible of the need for an appearance by the County officer or employee;

10) If an officer or employee who has received notice of a proceeding before the Court fails to appear at that proceeding and has not made a good faith and reasonable effort to notify the City, the City shall inform the County of said fact, and the County shall take all steps reasonably necessary to ensure that the failure to appear will not occur again and that appropriate action has been taken with respect to the officer or employee; and

11) If an officer or employee of the County should not be able to attend a Court proceeding after notice has been received by the City, that officer or employee shall be responsible to contact the Court not less than forty-eight (48) hours, or as soon as reasonably possible, before the time set for the proceeding.

b. *Other Law Enforcement Services.* The following are not law enforcement services that the County, through the Sheriff's Office, shall provide to the City under this Agreement:

1) Law enforcement services which are not identified under this Agreement or which are not of similar nature to those services identified under this Agreement, including, but not limited to, serving notices and warrants;

2) Law enforcement services which are in connection with the Utah Highway Patrol, including, but not limited to, accident investigations and/or paramedic service, or other services which may receive reimbursement from insurance carriers or private parties as a result of providing medical care or ambulance services; and

3) Court appearances by County law enforcement officers; however, for all Court appearances involving the City, the City shall pay to the County the witness fee required for each County representative to appear in Court (The amount of each witness fee required under this subparagraph shall be equal to the then-current amount required to be paid to a witness to appear in district court).

## 2. Compensation.

a. The City agrees to pay the County Two Hundred Twenty-One Thousand Eight Hundred Eighty Dollars (\$221,880) per year, which equals Eighteen Thousand Four Hundred Ninety Dollars (\$18,490.00) per month for the law enforcement services provided under this Agreement from July 1, 2019 through June 30, 2020. The foregoing monthly payment amounts shall be paid by City to County within thirty (30) calendar days of receiving an invoice from the County.

b. Any state liquor taxed revenues attributable to the City which are, in fact, paid to the City will be forwarded to the County and are not included as a part of the City's payment based on the requirement to pay for housing and prosecution of alcohol violations that would exceed available state liquor revenue funds attributable to the City.

c. Compensation for the bailiff services provided by the County to the City under this foregoing agreement shall be based upon the following schedule:

1) The County will provide a certified law enforcement officer at a billed rate of fifty dollars (\$50.00) per hour for up to ten (10) hours per month, twelve (12) months per year. Time will be billed based upon the services performed as bailiff or for such other security services as required or requested by the Court in addition to the regular bailiff services listed above under “services”. The period of billing time shall start one-half (1/2) hour prior to the bailiff’s required time in Court and ending one-half (1/2) hour after the termination of the Court security services. One (1) round trip from Farmington to the Court will be billed per day of bailiff services with or without prisoner transports.

2) Vehicle fee for maintenance, fuel, and usage shall be billed at the rate of one dollar (\$ 1.00) per mile for the vehicle. There shall be a maximum limit of three (3) prisoners for one officer per vehicle. More than three (3) prisoners will require multiple trips and/or multiple deputies.

3) In the event that timely notice of not less than two (2) business days canceling the need for bailiff services is not provided by the City, the City shall reimburse the County for two (2) hours of payroll costs and round-trip vehicle mileage per occurrence. Notice of cancellation shall be given to the Davis County Sheriff’s Captain over court services.

3. Narcotic Strike Force. Law enforcement services incurred with respect to operations of the Davis Metro Narcotics Strike Force are not included in this Agreement. The City, however, may negotiate and contract directly with the Board of Directors of the Davis Metro Narcotics Strike Force as a participating member of that organization.

4. Warrants.

a. Administration of the City warrants is the sole responsibility of the City. This shall include the issuance, records keeping, and recall of any City warrant.

b. The City shall provide the County with adequate, timely warrant-related information during normal working business hours.

c. The County will not be responsible for any administrative errors or omissions regarding warrants issued by the City. The County shall be required only to act in accordance with the provisions of the Warrant and shall note the dates, times, signatures, and any particular restrictions on the warrant itself.

d. The County shall not be responsible for contacting the City to verify if a warrant has or should have been recalled.

5. Term of Agreement. The term of this Agreement shall begin on July 1, 2019 and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2020 at 11:59 p.m. (the “Term”). This Agreement may be renewed at the City’s option at the current pricing for an additional two (2) years by the City providing thirty (30) days’ advance written notice to the County.

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 (30) calendar days after the nonbreaching party sends a 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 (30) calendar days, if the nature of the cure is such that it reasonably requires more than thirty (30) calendar days to cure the breach, and the breaching party commences the cure within the thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the nonbreaching 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, sixty (60) days after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

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. Reports. The County, through the Sheriff's Office, shall prepare and submit monthly reports to the City describing such matters as the number of calls for service, violations of the City's ordinances, hours spent in the performance of law enforcements services within the City, or any other information as may be requested by the City's Mayor, Manager or its City Council. These reports shall be submitted by the County to the City, through the City's Mayor, Manager or its City Council. If requested, the County, through the Sheriff, or his designee, shall attend a City Council meeting to discuss the report and the law enforcement services provided by the County to the City under this Agreement.

8. 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          Attention: City Manager          1600 E. South Weber Drive          South Weber, UT 84405</p>	<p><u>To the County:</u>          Davis County          Attn: Sheriff          P.O. Box 618          Farmington, UT 84025</p> <p>and</p> <p>Davis County          Attn: Attorney’s Office, Civil Division          P.O. Box 618          Farmington, UT 84025</p>
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9. Liabilities. To the extent permitted by applicable law, ordinance, rule, and/or regulation, all privileges and immunities from liability, which are ordinarily available to the City, shall apply to the County and its representatives while performing law enforcement services under this Agreement. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each Party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by that specific Party and the other Party shall have no liability or responsibility for the other Party’s actions, activities, or business.

10. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify, defend, and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to the acts or omissions of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the “County Reps”), agrees and promises to indemnify and hold harmless the City, as well as the City’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “City Reps”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or

otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions of the County and/or the County Reps, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions of the County or the County Reps.

11. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

12. No Separate Legal Entity. No separate legal entity is created by this Agreement. To the extent that this Agreement requires administration, other than as set forth herein, this Agreement shall be administered by the governing bodies of each of the Parties acting in concert as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition.

13. No Relief of Obligation. This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law.

14. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

15. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party’s right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

16. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

17. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

18. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

19. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

20. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

21. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to

the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

22. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

23. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

24. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

25. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

26. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

27. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

28. 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.

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

SOUTH WEBER CITY

\_\_\_\_\_  
City Manager  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
South Weber City Recorder  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
South Weber City Attorney  
Dated: \_\_\_\_\_

DAVIS COUNTY

Commissioners

\_\_\_\_\_  
Chair, Board of Davis County  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Davis County Clerk/Auditor  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Davis County Attorney's Office  
Dated: \_\_\_\_\_



Chris Tremea

Lisa Smith; Derek Tolman ▾

10:23 AM

**Dispatch contract with The Davis County Sheriffs Office.**



Dispatch contract with The Davis County Sheriffs Office.

Mrs. Mayor and Council Members

This contract is regarding dispatching services that are provided by the Davis County Sheriffs Office for the South Weber City Fire Department. These services include all medical and fire emergency and non emergency calls and is consistent with previous years.

Chris Tremea

## RESOLUTION 19-21

### A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT FOR FIRE DISPATCH SERVICES

**WHEREAS**, the safety of all citizens is a priority to the South Weber City Council; and

**WHEREAS**, South Weber Fire Department requires a dispatch network to provide information regarding emergencies and allowing the most efficient response; and

**WHEREAS**, Davis County is able and willing to provide fire dispatch service;

**WHEREAS**, State law allows interlocal agreements between agencies;

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

**Section 1 Adoption:** The Interlocal Agreement for Fire Dispatch Services is hereby adopted and is to read as attached as EXHIBIT A

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

**PASSED AND APPROVED** by the South Weber City Council this 14th day of May 2019.

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Hyer	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Taylor	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

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**Jo Sjoblom, Mayor**

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**Attest:** Lisa Smith, Recorder

**EXHIBIT A**  
**INTERLOCAL COOPERATION**  
**AGREEMENT FOR FIRE DISPATCH**

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and South Weber City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

### **Recitals**

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

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

#### 1. Services.

- 1.1. The County, through 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, 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.
- 1.2. The County, through DCSO and the Center, will utilize the UCA 800 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- 1.3. The County, through DCSO, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incident.
- 1.4. The County, through DCSO, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- 1.5. The County, through 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) Center Shift Supervisor; (b) Assistant Center Manager; (c) Center Manager; (d) Undersheriff; (e) Sheriff; (f) Human Resources Director; and finally (g) County Commissioner.

2. Equipment.

- 2.1. 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.
- 2.2. On or after July 1, 2017, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:
  - 2.2.1. 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;
  - 2.2.2. 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;
  - 2.2.3. 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 DCSO and the Center, at least twenty-four (24) 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 DCSO and the Center, and, upon receiving such notice, the County, through DCSO and the Center, will permit access to the dispatching equipment; and
  - 2.2.4. 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.

3. Compensation. For the 2019 fiscal year (July 1, 2019 through June 30, 2020), the City shall pay the County as follows for the services provided by the County to the City under this Agreement:

- 3.1. Fire Department fees are calculated by the number of calls for each city/agency utilizing a five-year average (See Table Below):

**SOUTH WEBER CITY FIRE**

<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Total</u>	<u>5 Year Avg.</u>	<u>Price Per Call</u>	<u>Total (July 2019 - June 2020)</u>
208	221	262	303	289	1283	256	\$30.59	\$7,831.04

3.2. Police Department fees are charged per officer (See Table Below):

**NO POLICE DEPARTMENT**

<b><u>Officers</u></b>	<b><u>Price Per Officer</u></b>	<b><u>Total (July 2019-June 2020)</u></b>
0	0	0

The City shall pay to the County the obligations set forth in Sections 3.1 and 3.2 of this Agreement in equal monthly payments within thirty calendar days of receipt of a monthly invoice from the County.

4. **Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the “Effective Date”).
5. **Term of Agreement.** The term of this Agreement shall begin as of July 1, 2019 and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2020 at 11:59 p.m. (the “Term”). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement. Under no circumstances shall the Term of this Agreement extend more than fifty years from July 1, 2017.
6. **Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 6.1. The mutual written agreement of the Parties;
  - 6.2. By either party:
    - 6.2.1. After any material breach of this Agreement; and
    - 6.2.2. Thirty calendar days after the nonbreaching party sends a written demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
    - 6.2.3. 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;
  - 6.3. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the non-terminating party pursuant to the notice provisions of this Agreement; or
  - 6.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

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

OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

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

<u>To the City:</u> South Weber City Attn: City Manager 1600 East South Weber Drive South Weber, UT 84405	<u>To the County:</u> Davis County Attn: Chair, Board of County Commissioners P.O. Box 618 Farmington, UT 84025
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8. Indemnification and Hold Harmless.

8.1. The City, for itself, and on behalf of its officers, officials, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

8.2. The County, for itself, and on behalf of its officers, officials, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed

officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.
12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed,

discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. **Force Majeure.** In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
17. **Assignment Restricted.** The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.
18. **Choice of Law; Jurisdiction; Venue.** This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.
19. **Severability.** If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
20. **Rights and Remedies Cumulative.** The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
21. **No Third-Party Beneficiaries.** This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement.

Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

- 22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
- 23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
- 25. 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.

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

SOUTH WEBER CITY

\_\_\_\_\_  
City Manager

Dated: \_\_\_\_\_

ATTEST:

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

Dated: \_\_\_\_\_

Approved as to Form and Compliance with Applicable Law:

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

DAVIS COUNTY

\_\_\_\_\_  
Chair, Davis County Board of Commissioners

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Davis County Clerk/Auditor

Dated: \_\_\_\_\_

Approved as to Form and Compliance with Applicable Law:

\_\_\_\_\_  
Davis County Attorney's Office, Civil Division

Dated: \_\_\_\_\_

Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

- 22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
- 23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
- 25. 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.

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

SOUTH WEBER CITY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

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

Dated: \_\_\_\_\_

Approved as to Form and Compliance with Applicable Law:

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

DAVIS COUNTY

\_\_\_\_\_  
Chair, Davis County Board of Commissioners

Dated: \_\_\_\_\_

ATTEST:

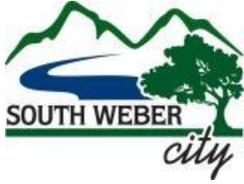
\_\_\_\_\_  
Davis County Clerk/Auditor

Dated: \_\_\_\_\_

Approved as to Form and Compliance with Applicable Law:

\_\_\_\_\_  
Davis County Attorney's Office, Civil Division

Dated: \_\_\_\_\_



**Council Meeting Date:** May 14, 2019

**Name:** David Larson

**Agenda Item:** 11

**Objective:** RES 19-22 Interlocal Agreement for Community Development Block Grant (CDBG)

**Background:** Since 2010, Davis County has qualified for and administered its own Urban County Community Development Block Grant (CDBG) program funded by the U.S. Department of Housing and Urban Development (HUD). South Weber City has not participated in this program in the past and has not been eligible to apply for grants for community development and housing activities that benefit low and moderate-income residents of the city.

This interlocal agreement enters South Weber City into the program and opens the possibility of applying for CDBG. It does not require application or guarantee receipt of any grant funding, but simply provides “a seat at the table” and makes it possible to apply if an applicable project were identified and funding needed.

**Summary:** Approve Agreement with Davis County to participate in the CDBG Program

**Committee Recommendation:** NA

**Planning Commission Recommendation:** NA

**Staff Recommendation:** NA

**Attachments:** Interlocal Agreement  
RES 19-22

**Budget Amendment:** NA

**RESOLUTION 19-22**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING  
AN INTERLOCAL AGREEMENT FOR COMMUNITY DEVELOPMENT  
BLOCK GRANT**

**WHEREAS**, Davis County administers its own Urban County Community Development Block Grant (CDBG) Program funded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, South Weber City desires to participate and attain the right to apply for grants that benefit low and moderate-income residents; and

**WHEREAS**, State law allows interlocal agreements between agencies;

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

**Section 1 Adoption:** The Interlocal Agreement for Community Development Block Grant is hereby adopted and is to read as attached as EXHIBIT A

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

**PASSED AND APPROVED** by the South Weber City Council this 14th day of May 2019.

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

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**Jo Sjoblom, Mayor**

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**Attest:** Lisa Smith, Recorder

**EXHIBIT A**

**INTERLOCAL COOPERATION  
AGREEMENT FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT**

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT  
OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR FEDERAL FISCAL YEARS 2020, 2021, AND 2022

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the “County”), and the City of South Weber, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development (“HUD”) has issued regulations governing the conduct of the Community Development Block Grants (“CDBG”) program, published in 24 Code of Federal Regulations (“CFR”), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The county has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County’s boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby agree as follows:

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.
2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:
  - A. The City may not apply for grants from appropriations under the State CDBG program for the Three-year Qualification Period.

- B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME consortium with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.
  - C. The City may receive a formula allocation under the Emergency Solutions Grants (“ESG”) program only through the County, as urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.
3. The period covered by this Agreement is federal fiscal years 2020, 2021, and 2022 (the “Three-year Qualification Period”). This Agreement commences on October 1, 2019 and will remain in effect through the later of September 30, 2022, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
  4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City’s municipal boundaries, including CDBG program activities and projects within the City’s municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City’s municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City’s municipal boundaries.
  5. The Parties agree to:
    - A. Take all actions necessary to assure compliance with the County’s certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964 and the Fair Housing Act, and to conduct and administer the grant in a manner that affirmatively furthers fair housing;
    - B. Comply with Section 109 of the Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
    - C. Comply with all other applicable laws; and
    - D. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.
  6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local government, including the City, that does not affirmatively further fair housing within its

jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.

7. The City affirms that it has adopted and is enforcing:
  - A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.
9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.
10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act
11. 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:

<u>To the City:</u>  South Weber City Attn: City Manager 1600 East Sough Weber Drive South Weber, UT 84405	<u>To the County:</u>  Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025
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12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.

14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.
15. This Agreement and its provisions may not be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
17. 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.

[This space is left blank intentionally. Signature pages follow.]

SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL  
COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2020,  
2021, AND 2022

DAVIS COUNTY, UTAH

\_\_\_\_\_  
Randy B. Elliott, Chair  
Board of Davis County Commissioners  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Curtis Koch  
Davis County Clerk/Auditor  
Dated: \_\_\_\_\_

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

\_\_\_\_\_  
Michael D. Kendall  
Davis County Deputy Civil Attorney  
Dated: \_\_\_\_\_

SIGNATURE PAGE FOR THE CITY OF SOUTH WEBER, UTAH,  
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE  
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR FEDERAL FISCAL YEARS 2020, 2021, AND 2022

CITY OF SOUTH WEBER, UTAH

\_\_\_\_\_  
David Larson  
City Manager  
Dated: \_\_\_\_\_

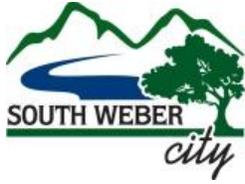
ATTEST:

\_\_\_\_\_  
Lisa Smith  
City Recorder  
Dated: \_\_\_\_\_

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

\_\_\_\_\_  
Doug Ahlstrom  
Attorney for the City of South Weber  
Dated: \_\_\_\_\_



**Council Meeting Date:** May 14, 2019

**Name:** David Larson

**Agenda Item:** 12

**Objective:** Receive funding to help with South Bench Drive, phase 1

**Background:** South Weber City applied to Davis County to receive a portion of the County's Prop 1 money to help pay for South Bench Drive Phase I. The City has been awarded \$240,000. This agreement solidifies that amount and outlines the procedures for receiving the money.

**Summary:** Agreement allows receipt of funds

**Committee Recommendation:** n/a

**Planning Commission Recommendation:** n/a

**Staff Recommendation:** Approve Agreement for Transportation Reimbursement

**Attachments:** Resolution 19-23 Transportation Reimbursement Agreement

**Budget Amendment:** n/a

**RESOLUTION 19-23**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING  
AN INTERLOCAL AGREEMENT FOR COOPERATION  
TRANSPORTATION PROJECT REIMBURSEMENT**

**WHEREAS**, South Weber City desires to begin construction of phase 1 of South Bench Drive in June of 2019; and

**WHEREAS**, City Staff applied for a grant through Davis County for transportation sales tax revenue (Prop 1) to assist in financing; and

**WHEREAS**, Davis County has chosen to partially reimburse the City for authorized costs;

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

**Section 1 Adoption:** The Interlocal Agreement for Cooperation Transportation Project Reimbursement is hereby adopted as attached as EXHIBIT A

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

**PASSED AND APPROVED** by the South Weber City Council this 14th day of May 2019.

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

---

**Jo Sjoblom, Mayor**

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**Attest:** Lisa Smith, Recorder

**EXHIBIT A**

**INTERLOCAL AGREEMENT FOR  
COOPERATION TRANSPORTATION  
PROJECT REIMBURSEMENT**

**INTERLOCAL COOPERATION TRANSPORTATION  
PROJECT REIMBURSEMENT AGREEMENT**

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and South Weber City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

**Recitals**

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement; and

B. WHEREAS, the County, on or about June 22, 2018, requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications for a limited portion of the County’s 2018 transportation sales tax revenue to be used for qualifying transportation projects; and

C. WHEREAS, the City, on or about September 14, 2018, submitted a *Davis County Prop One Funding Application* (the “Application”) to the County for the South Bench Drive transportation project (the “Project”), a copy of the Application is attached as Exhibit A to this Agreement, incorporated into this Agreement by this reference, and made a part of this Agreement; and

D. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

E. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. The City’s Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.

2. The County’s Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 70% of the total permitted or authorized costs and/or expenses of the Project as identified in the Application as well as the Request for Letters of Intent and Applications a copy of which is attached hereto as Exhibit B, incorporated herein by this reference, and made a part of

this Agreement, not to exceed \$240,000.00, only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

3. 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").

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

5. 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 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 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; and

c. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

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

<u>To the City:</u> South Weber City Attention: City Manager 1600 East South Weber Drive South Weber, UT 84405	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under

the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify, save and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party’s right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement,

which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or

unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

25. 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.

[This space is left blank intentionally. The signature page follows.]

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

SOUTH WEBER CITY

\_\_\_\_\_  
City Manager

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
South Weber City Recorder

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
South Weber City Attorney

Dated: \_\_\_\_\_

DAVIS COUNTY

\_\_\_\_\_  
Chair, Davis County Board of Commissioners

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Davis County Clerk/Auditor

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

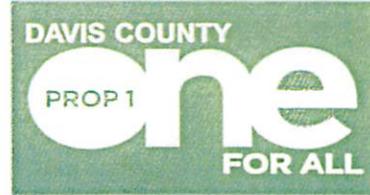
\_\_\_\_\_  
Davis County Attorney's Office, Civil Division

Dated: \_\_\_\_\_

# **EXHIBIT A**



**Davis**  
C O U N T Y



**Davis County Prop One Funding Application**

**Notes:** Signatures confirm the commitment of the Applicant to follow the Guidelines established by Davis County. The Applicant is responsible for the maintainance and upkeep of the project during implementation and after project completion.

Your signature below indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature: 	Date: <b>9-14-2018</b>
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**APPLICATION INFORMATION**

<u>Project Sponsor:</u>	South Weber City		
<u>Contact Person:</u>	Brandon Jones	<u>Title:</u>	City Engineer
<u>Address:</u>	1600 E. South Weber Drive	<u>ZIP:</u>	84405
<u>Phone:</u>	801-476-9767	<u>Mobile:</u>	801-391-9621
<u>Email:</u>	brandonj@jonescivil.com		

**PROJECT INFORMATION**

<u>Project Title:</u>	South Bench Drive Project
<u>Project Location:</u>	475 East (I-84 Interchange) to approx. 770 East
<u>Facility Length:</u>	0.55
<u>Brief Project Description:</u>	This Project consists of constructing a new major collector road that will convey traffic directly to the I-84 Interchange at Adams Ave. and 475 East. It also includes the reconfiguration of the 475 East / 6650 South intersection and connecting 3 new or future intersections.

Have any public information or community meetings been held?  Yes  No

Describe public and private support for the project.  
 (Examples: petitions, written endorsements, resolutions, etc.):  
 This Project involves the support of many public and private entities (e.g. property owners, developers, and utility companies). The City has obtained Development Agreements with two separate developers who are participating financially and by donating property. The City has also held many public hearings and hosted open houses for public input.

**Project Description**

**Project Name:** South Bench Drive Project

(A location map with aerial view must be attached)

**Project Termini- Begin:** 475 East (just south of on/off ramps at interchange)

**End:** approx. 770 East

**Functional Classification**   State / Local Roadway or Other

**Average Daily Users**  Existing  2040 Forecast

**Scope of Work** (Attach conceptual plans if available): [Projected 2040 Average Weekday Traffic Link](#)

The Scope of Work for the Project consists of designing, bidding, and constructing a new major collector road. Property acquisition is involved, but not part of the requested funds associated with this application. Coordination of the Project involves several stake holders, including private property owners, developers, Rocky Mountain Power, South Weber Irrigation, Central Weber Sewer District, and coordination of city utilities.

**Summarize any special characteristics of the project:**

(Provide Typical Section drawings and describe the typical section here.):

The Project constructs the first leg of a major collector road that connects to other major collectors in Layton City in the future. The initial striping will provide 2 travel lanes, but can be striped for 3 lanes in the future. The cross section also includes bike lanes, on-street parking, a 6' sidewalk and 10' trail. See attached cross sections.

**Describe any project work phases that are currently underway or have been completed.**

This is the first phase of construction for this road. Other adjacent roads have been completed by development in anticipation of this road.

**Describe existing right of way ownerships along the project**

(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):

The City currently owns a narrow ROW through the majority of the project. The additional ROW needed has been negotiated via Development Agreements or in exchange for construction of improvements. The City is still working on finalizing all the needed property acquisition. Property acquisition is not a part of this application request.

**Is right-of-way acquisition proposed as part of the larger project? (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)**

Yes/ No

Acquiring the property necessary for the construction of the road is being handled through Development Agreements or being donated by property owners in exchange for the construction of improvements.

**Efforts to Preserve the Corridor**  
((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

**Project Details**

Does the project accommodate Transit (Turning Radii, Bus Stop, etc.)

 Yes

The turning radii are sufficient. The road is also wide enough that a bus stop could be accommodated in the future, if needed.

(Provide details of the transit accommodations.):

Does the project accommodate Pedestrian Traffic (Cross Walks, Side Walks, Lighting, etc.)

 Yes

The Project is providing a 6' sidewalk along the entire length of the road on one side and a 10' trail along a portion of the other side of the road. Cross walks are also being provided at the intersections.

(Provide details of the pedestrian accommodations.):

Does the project accommodate Bike Traffic (with Signing, Striping, or Separate lane)

 Yes

The Project will provide dedicated bike lanes that will be delineated by striping and painted bike symbols.

(Provide details of the bike traffic accommodations.):

Does the project help implement one of the Corridors, Communities or Centers identified in the WC2040 Vision?

 Yes

The Project will construct a road that is shown on the WC2050 Vision that provides regional connectivity. The Project also provides connection to a neighborhood center and eventually to other major centers in Layton City in the future.

(Provide details as to what is being implemented.):

[Click Here to Access the WC 2050 Vision Map](#)

Project Provides Access to: (Select All that Apply)	Elementary Schools	<input type="checkbox"/> No	Transit Stations	<input type="checkbox"/> No	Work	<input type="checkbox"/> Yes
	Trails/ Parks	<input type="checkbox"/> Yes	High Schools	<input type="checkbox"/> No	Shopping	<input type="checkbox"/> Yes
	Junior High Schools	<input type="checkbox"/> No	Community Centers	<input type="checkbox"/> No	Other: __	<input type="checkbox"/> No
	<input type="text"/>					

To what extent does the project fill a gap or complete a connection?

The Project will connect 2 newly constructed roads and connect to a 3rd road in the future. It also provides much better access to the city's Posse Grounds.

Project Proximity to (Existing Distance in Miles): Enter All that Apply	Elementary Schools	<input type="text"/>	Transit Stations	<input type="text"/>	Work	<input type="text"/> 3.110
	Trails/ Parks	<input type="text"/> 0.420	High Schools	<input type="text"/>	Shopping	<input type="text"/> 3.110
	Junior High Schools	<input type="text"/>	Community Centers	<input type="text"/>	Other: __	<input type="text"/>
	<input type="text"/>					

How does the project improve access to an employment center?

The Project provides a more direct route to I-84 and Adams Ave. This allows better access to those who work in Riverdale, Washington Terrace or elsewhere via I-84.

Desired Upgrades to Traffic Control Devices Enter All that Apply	School Signs	<input type="checkbox"/> No	Bike Lane Markings	<input type="checkbox"/> Yes	Pedestrian Signals	<input type="checkbox"/> No
	Traffic Signals	<input type="checkbox"/> No	Wayfinding Signs	<input type="checkbox"/> No	Other: __	<input type="checkbox"/> Yes <i>Striping for Crosswalks</i>

Discuss what safety improvements are included in this project.

One of the main purposes of this Project is to increase safety by providing a safe place and sufficient width for pedestrians to walk, bicyclists to ride and cars to drive.

Is the Project on the RTP as a highway or transit project?

Phase III	Estimated delay reduction (Provide documentation)	<input type="text"/> NA	How many signal phasing, timing, and other improvements are included (Provide documentation)	<input type="text"/> 0	Number of Intelligent Transportation System (ITS) elements included (Provide documentation)	<input type="text"/> 0
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[Click Here to Access the WFRM RTP Interactive Map](#)

Percent of Freight Traffic	<input type="text"/> 0	<a href="#">Annual Average Daily Traffic &amp; Truck Traffic Map/ Information</a>	Number of Intersection Improvements? (Provide documentation)	<input type="text"/> 1
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Bike/ Pedestrian Facility is Identified on which

Base Bike Network	Does the project meet the needs of a broad range of users?	Advanced, Basic, and Children	Estimated reduction in vehicle miles traveled. (Provide documentation)	<input type="text"/> 0	How many access management improvements are included? (Provide documentation)	<input type="text"/> 0
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Other Project Benefits not yet listed?

This project has the potential to significantly increase the City's economic development by providing good access and visibility to a large parcel of ground adjacent to the Project.	Total number of crashes on this facility or parallel roadway during the previous three years	<input type="text"/> 0	<a href="#">Click Here for UDOT Traffic and Safety Data</a>
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**Project Implementation Information**

Project phases included in funding request:		Project Cost and Contributions:			
<input type="checkbox"/> No	Planning Activities	\$	2,184,000.00	Total Estimated Project Cost	Eligible Match
<input type="checkbox"/> No	Project Development & Environment Study	\$	550,000.00	Davis County Prop One Funding Request	
<input type="checkbox"/> No	Preliminary Engineering/ Final Design Plans	\$	1,634,000.00	Local Funds	
<input type="checkbox"/> Yes	Construction	\$	-	In-Kind Donations (Dollar Value)	
<input type="checkbox"/> Yes	Construction Engineering & Inspection	\$	-	Other Funding Contributions	

**\*\* NOTE \*\*** A minimum of 30% match is required

**Project Cost Summary**

Below, provide a summary of the estimated cost for the work being proposed. (A detailed project cost estimate must be attached to this application.)

<u>Planning Activities</u>	\$	-	(enter estimate)
<u>Project Development &amp; Environment Study</u>	\$	-	(enter estimate)
<u>Preliminary Engineering/ Final Design Plans</u>	\$	-	(enter estimate)
<u>Right of Way</u>	\$	-	(enter estimate)
<u>Construction</u>	\$	1,817,000.00	(enter estimate)
<u>Maintenance of Traffic (MOT)</u>	\$	20,500.00	(enter estimate)
<u>Mobilization</u>	\$	22,500.00	(enter estimate)
<u>Subtotal</u>	\$	1,860,000.00	
<u>Contingency (15 % of Subtotal)</u>	\$	279,000.00	
<u>Utilities</u>	\$	45,000.00	(enter estimate)
<u>Miscellaneous</u>	\$	-	(enter estimate)
<u>Total Construction Cost</u>	\$	2,184,000.00	
<u>Construction Engineering &amp; Inspection (CEI) (13% of Total)</u>	\$	283,920.00	(enter estimate)
<u>Other (Describe)</u>			(enter estimate)
<u>Total Project Cost</u>	\$	2,467,920.00	

**Project Notes**

The City match is equal to 90% of the Total Project Cost



**South Weber City Corporation**  
**South Bench Drive Construction Project**



**Budgetary Cost Estimate**

Project Location: South Bench Drive from 475 East to Cook property (approx. 800 East)

Includes: Free Right at 475 East, no sidewalk on north side of road, sewer & water connections for Stephens, storm drain & water extended to east end, and trail along Cook property

Date: July 12, 2018

Item	Description	Quantity	Unit	Unit Price	Total Amount
~ General ~					
1	Mobilization	1	l.s.	\$22,500.00	\$22,500.00
2	SWPPP	1	l.s.	\$17,000.00	\$17,000.00
3	Traffic Control	1	l.s.	\$20,500.00	\$20,500.00
<b>Subtotal (General) =</b>					<b>\$60,000.00</b>
~ Sewer ~					
4	Furnish and install new 6' manhole on existing 30" main	2	Ea.	\$7,000.00	\$14,000.00
5	Furnish and install 8" PVC SDR-35 sewer line	50	l.f.	\$42.00	\$2,100.00
6	Plug and mark end of sewer main	1	Ea.	\$250.00	\$250.00
<b>Subtotal (Sewer) =</b>					<b>\$16,350.00</b>
~ Irrigation ~					
7	Furnish and install new 8" PVC irrigation line	60	l.f.	\$35.00	\$2,100.00
8	Furnish and install new 8" gate valve	2	Ea.	\$2,200.00	\$4,400.00
9	Connect new 8" PVC to existing 15" PVC waterline	1	Ea.	\$2,500.00	\$2,500.00
<b>Subtotal (Irrigation) =</b>					<b>\$9,000.00</b>
~ Water ~					
10	Relocate existing meter	4	Ea.	\$1,200.00	\$4,800.00
11	Furnish and install new 8" DIP waterline	1,380	l.f.	\$46.00	\$63,480.00
12	Furnish and install new 8" gate valve	6	Ea.	\$2,200.00	\$13,200.00
13	Relocate existing fire hydrant	2	Ea.	\$1,500.00	\$3,000.00
14	Furnish and install new fire hydrant	5	Ea.	\$5,000.00	\$25,000.00
15	Connect new 8" DIP to existing 8" DIP waterline	4	Ea.	\$2,000.00	\$8,000.00
16	Construct 8" waterline loop	2	Ea.	\$3,000.00	\$6,000.00
17	Plug and block waterline	3	Ea.	\$500.00	\$1,500.00
<b>Subtotal (Water) =</b>					<b>\$124,980.00</b>
~ Storm Drain ~					
18	Remove and dispose of existing catch basin	4	Ea.	\$500.00	\$2,000.00
19	Remove and dispose of existing concrete pipe	50	l.f.	\$20.00	\$1,000.00
20	Furnish and install 15" RCP	460	l.f.	\$40.00	\$18,400.00
21	Furnish and install 18" RCP	75	l.f.	\$50.00	\$3,750.00
22	Furnish and install 24" RCP	1,550	l.f.	\$60.00	\$93,000.00
23	Furnish and install single catch basin	16	Ea.	\$2,500.00	\$40,000.00
24	Furnish and install 4'x4' catch basin	5	Ea.	\$3,500.00	\$17,500.00

Item	Description	Quantity	Unit	Unit Price	Total Amount
25	Furnish and install double catch basin	1	Ea.	\$3,000.00	\$3,000.00
26	Furnish and install 5' manhole	2	Ea.	\$4,000.00	\$8,000.00
27	Connect new 24" RCP to existing 24" RCP	2	Ea.	\$800.00	\$1,600.00
28	Adjust existing catch basin to new curb and gutter elevation	2	Ea.	\$1,200.00	\$2,400.00
29	Plug and abandon existing storm drain pipe	8	Ea.	\$500.00	\$4,000.00
<b>Subtotal (Storm Drain) =</b>					<b>\$194,650.00</b>
~ Roadway ~					
30	Clear and Grub for new roadway	123,450	s.f.	\$0.30	\$37,035.00
31	Remove existing tree (6" - 18")	65	Ea.	\$800.00	\$52,000.00
32	Remove existing tree (19" - 36")	13	Ea.	\$2,200.00	\$28,600.00
33	Remove existing fencing	1,450	l.f.	\$2.00	\$2,900.00
34	Remove existing 30" concrete curb and gutter	1,150	l.f.	\$5.00	\$5,750.00
35	Remove existing concrete flatwork	3,580	s.f.	\$3.00	\$10,740.00
36	Remove existing asphalt	65,000	s.f.	\$0.35	\$22,750.00
37	Pre-lower valves prior to roadway excavation and grading	11	Ea.	\$350.00	\$3,850.00
38	Pre-lower manhole prior to roadway excavation and grading	3	Ea.	\$450.00	\$1,350.00
39	Excavate, remove and dispose of unsuitable material "soft spots"	800	c.y.	\$32.00	\$25,600.00
40	Furnish and install Propex Geotex 315ST geotextile woven stabilization fabric	14,135	s.f.	\$1.50	\$21,202.50
41	Excavate, grade, place and compact material to subgrade elevation (approx. 1,150 c.y. cut, 925 c.y. fill)	1	l.s.	\$15,000.00	\$15,000.00
42	Fine Grading and preparation of subgrade	163,580	s.f.	\$0.10	\$16,358.00
43	Furnish and install imported Granular Borrow fill, depth varies (approx. 3,150 c.y.)	6,300	ton	\$18.00	\$113,400.00
44	Furnish and install 9" thick Granular Borrow in roadway (42,980 s.f.)	2,300	ton	\$18.00	\$41,400.00
45	Furnish and install 5" thick UTBC in roadway (171,000 s.f.)	5,930	ton	\$22.00	\$130,460.00
46	Furnish and install 4" thick UTBC in driveways (3,760 s.f.)	100	ton	\$22.00	\$2,200.00
47	Furnish and install 5" thick Asphalt in roadway (171,000 s.f.)	6,075	ton	\$75.00	\$455,625.00
48	Furnish and install 3" thick Asphalt in driveways (1,650 s.f.)	35	ton	\$85.00	\$2,975.00
49	Furnish and install 3" thick 1" washed rock driveway (2,150 s.f.)	40	ton	\$18.00	\$720.00
50	Furnish and install 30" concrete curb and gutter (includes 4" thick UTBC).	6,360	l.f.	\$20.00	\$127,200.00
51	Furnish and install 4" concrete flatwork (includes 4" thick UTBC).	3,000	s.f.	\$5.00	\$15,000.00
52	Furnish and install 6" concrete flatwork (includes 4" thick UTBC).	19,580	s.f.	\$7.00	\$137,060.00
53	Furnish and install City Standard ADA ramp.	8	Ea.	\$1,200.00	\$9,600.00
54	Raise manhole to grade following paving with concrete collar	6	Ea.	\$600.00	\$3,600.00
55	Raise water valve to grade following paving with concrete collar	14	Ea.	\$450.00	\$6,300.00
56	Sawcut existing asphalt	150	l.f.	\$4.00	\$600.00
57	Furnish and install 4" striping	16,000	l.f.	\$0.50	\$8,000.00
58	Furnish and install 8" striping	100	l.f.	\$1.00	\$100.00
59	Furnish and install 12" striping	56	l.f.	\$1.50	\$84.00
60	Furnish and install pavement symbol	16	Ea.	\$100.00	\$1,600.00
<b>Subtotal (Roadway) =</b>					<b>\$1,299,059.50</b>

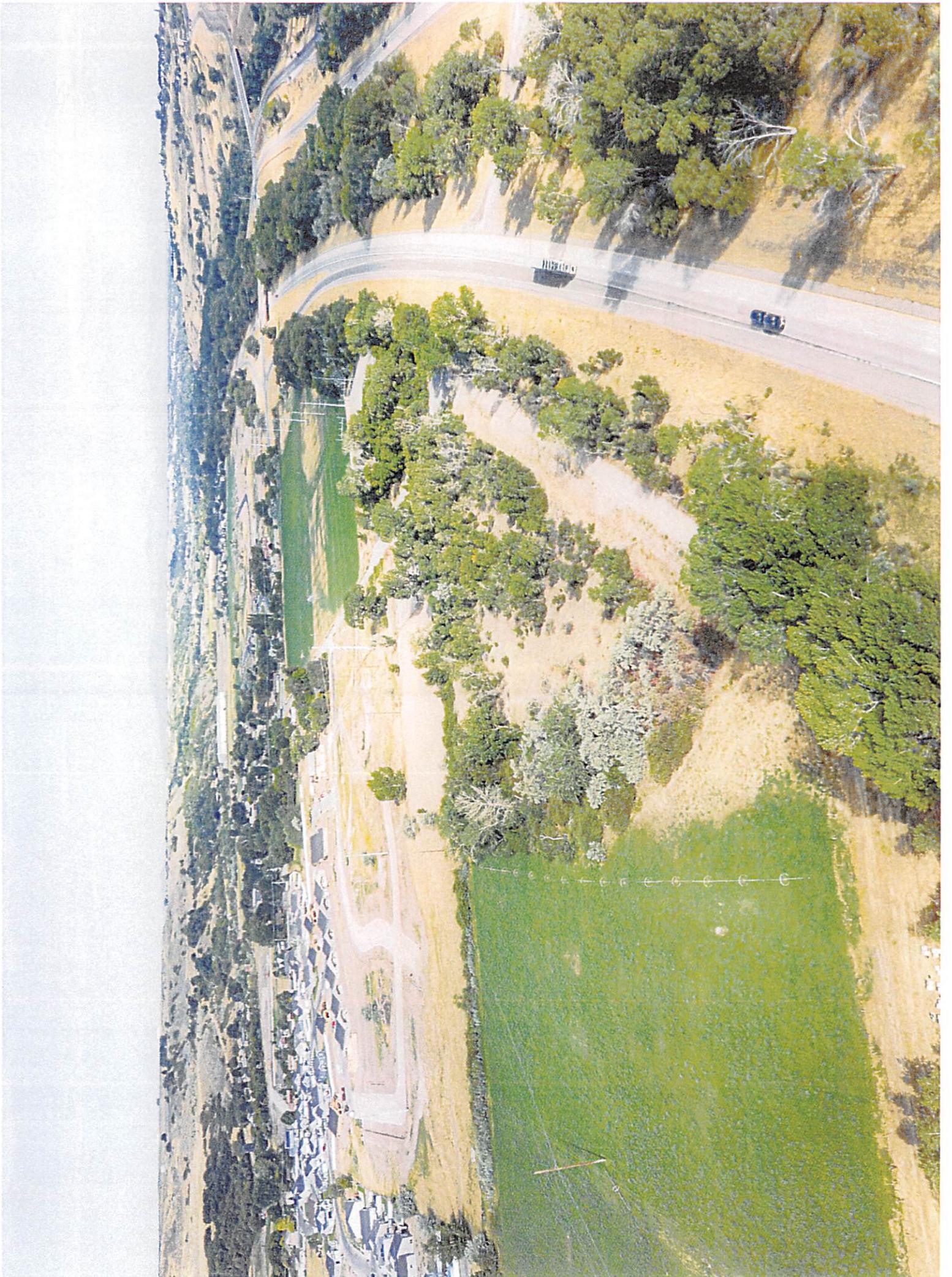
Item	Description	Quantity	Unit	Unit Price	Total Amount
~ Trail ~					
61	Clear and Grub for new trail	9,960	s.f.	\$0.50	\$4,980.00
62	Fine Grading and preparation of subgrade	9,960	s.f.	\$0.10	\$996.00
63	Furnish and install <u>8" thick</u> UTBC (9,960 s.f.)	500	ton	\$22.00	\$11,000.00
64	Furnish and install <u>3" thick</u> Asphalt (8,300 s.f.)	170	ton	\$75.00	\$12,750.00
Subtotal (Trail) =					\$29,726.00
~ Landscaping ~					
65	Furnish and install 4" thick top soil	6,500	s.f.	\$1.25	\$8,125.00
66	Furnish and install new sod	6,500	s.f.	\$0.65	\$4,225.00
67	Furnish and install private sprinkler system	6,500	s.f.	\$0.70	\$4,550.00
68	Furnish and install weed barrier fabric	15,800	s.f.	\$0.50	\$7,900.00
69	Furnish and install 3" - 6" rock cobble mulch with pea gravel in voids	4,800	s.f.	\$1.50	\$7,200.00
70	Furnish and install 1" crushed rock mulch (3" thick)	15,800	s.f.	\$1.20	\$18,960.00
71	Furnish and install plantings (flowers, bushes and trees)	4,800	s.f.	\$2.00	\$9,600.00
Subtotal (Landscaping) =					\$60,560.00
~ Miscellaneous ~					
72	Remove and dispose of existing wood fence	100	l.f.	\$5.00	\$500.00
73	Remove and dispose of existing wire fence	1,400	l.f.	\$2.00	\$2,800.00
74	Furnish and install 5-strand wire fence	1,400	l.f.	\$8.00	\$11,200.00
75	Relocate existing mailboxes	2	Ea.	\$400.00	\$800.00
76	Furnish and install street signs	5	Ea.	\$600.00	\$3,000.00
77	Conduit for power and underground power to resident homes	1	l.s.	\$25,000.00	\$25,000.00
78	Relocation of miscellaneous gas, power and communication utilities	1	l.s.	\$20,000.00	\$20,000.00
Subtotal (Miscellaneous) =					\$63,300.00
Subtotal =					\$1,857,625.50
8% Engineering & Construction Management* =					\$148,610.04
10% Contingency** =					\$185,762.55
<b>TOTAL =</b>					<b>\$2,191,998.09</b>

Note: Does not include any purchase of additional property for Right-of-Way

\* Includes topographic survey, engineering design, bidding, construction staking, inspections, project meetings, field modifications, processing of change orders and pay requests.

\*\* Includes minor items not shown in the estimate, difference between estimated and actual unit costs, potential quantity changes, potential change orders from unforeseen circumstances.



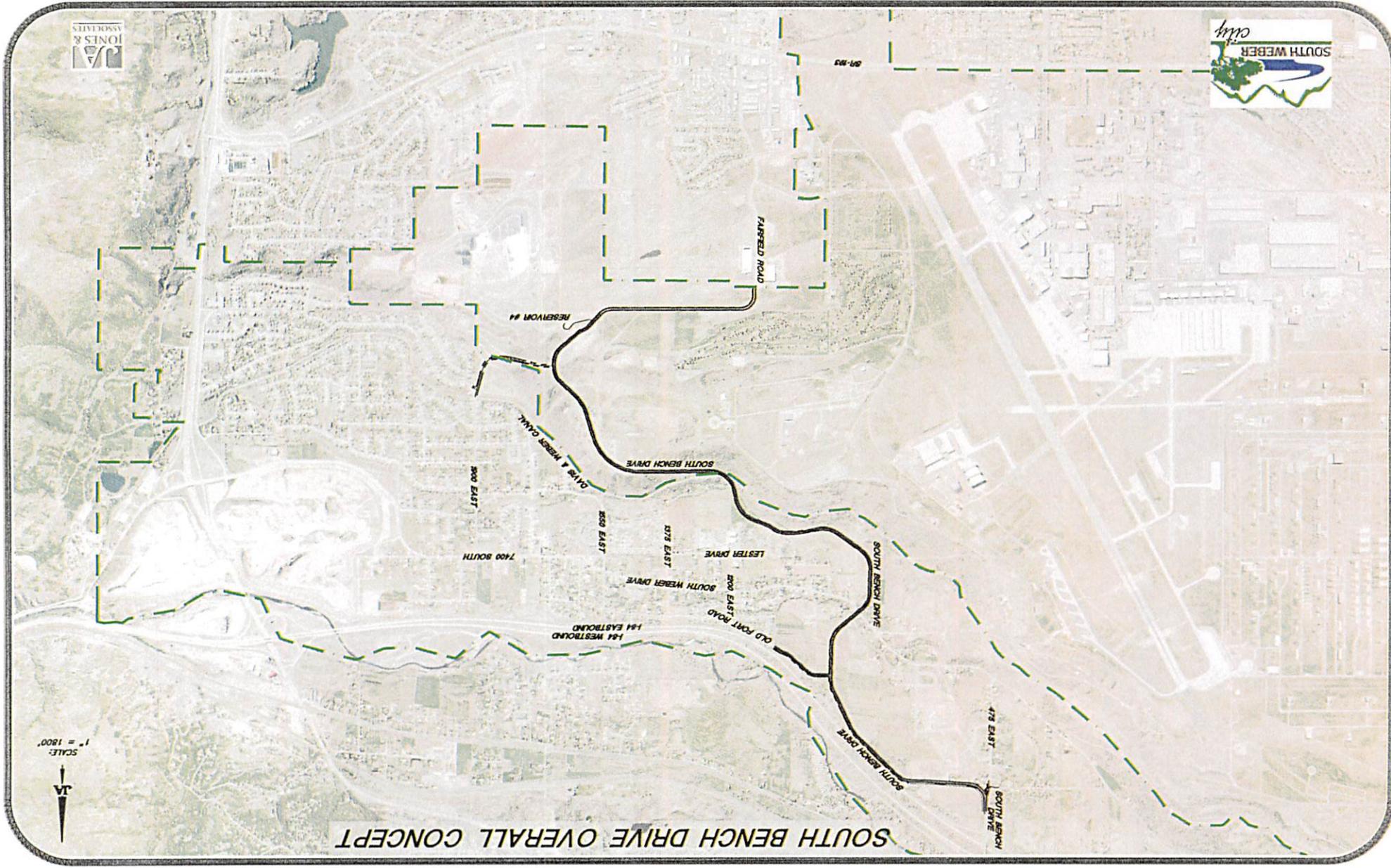


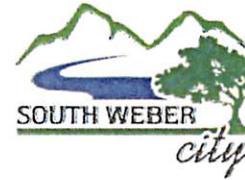




# SOUTH BENCH DRIVE OVERALL CONCEPT

SCALE: 1" = 1800'





## South Weber City Capital Facilities Plan

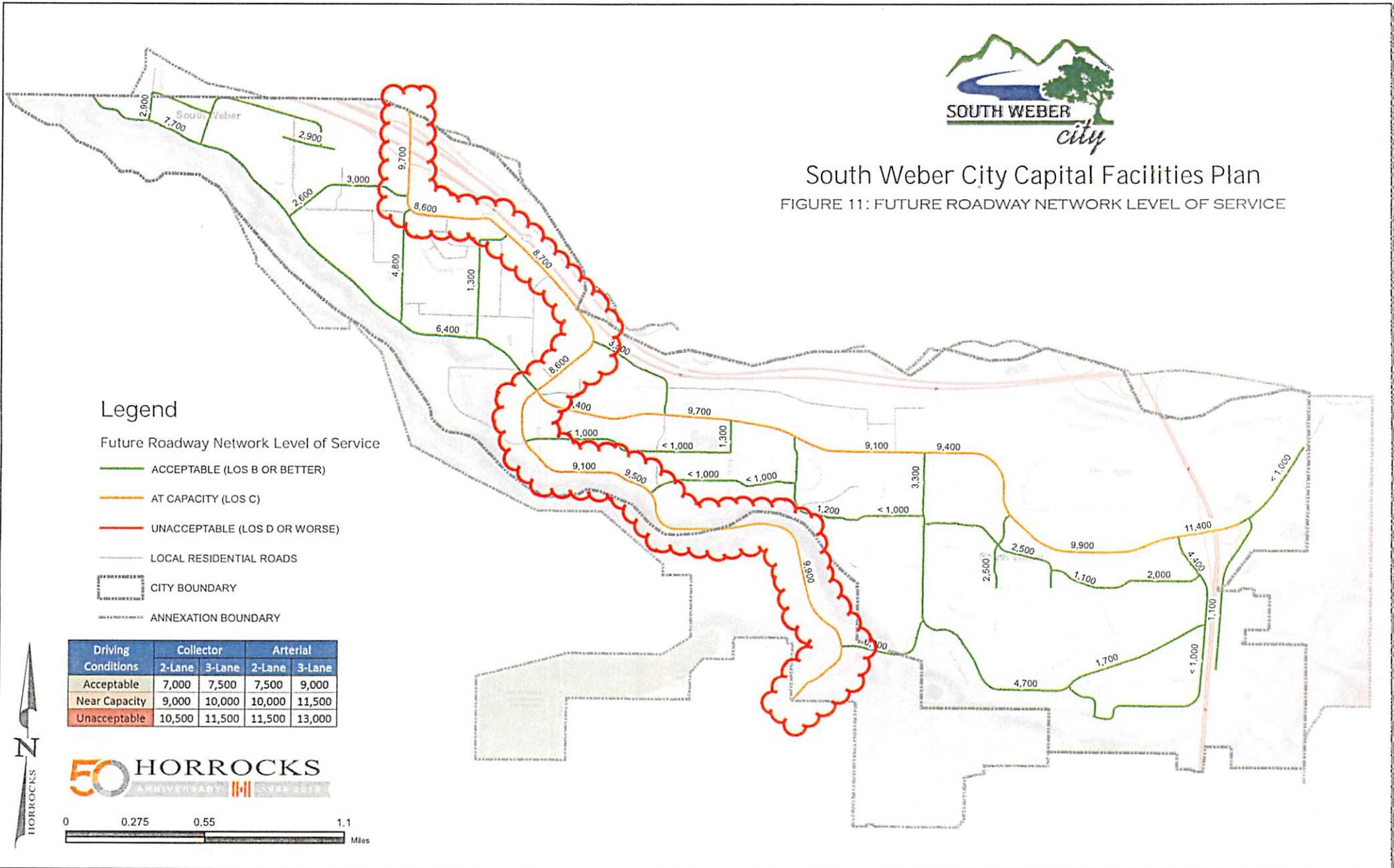
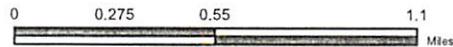
### FIGURE 11: FUTURE ROADWAY NETWORK LEVEL OF SERVICE

#### Legend

Future Roadway Network Level of Service

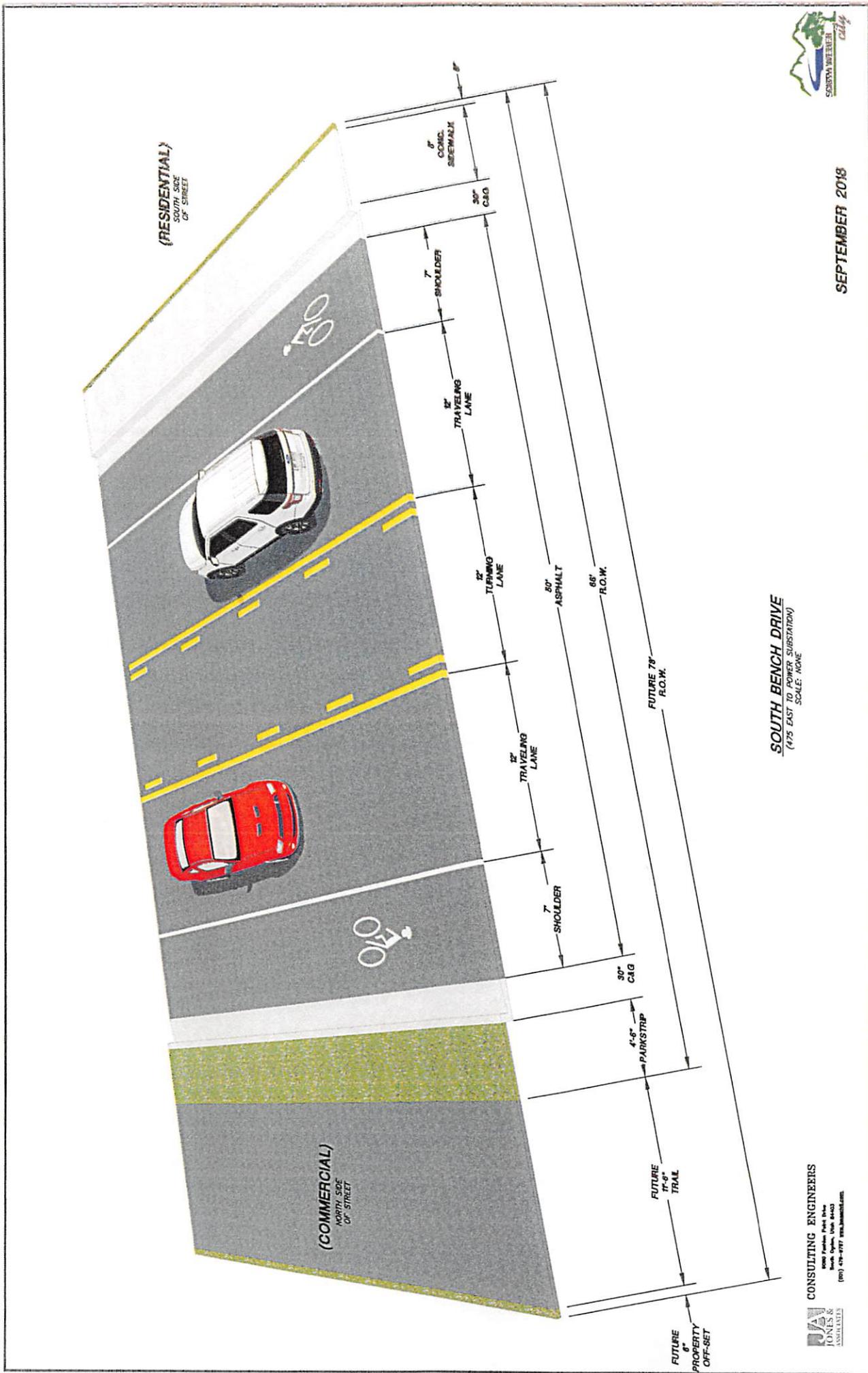
- ACCEPTABLE (LOS B OR BETTER)
- AT CAPACITY (LOS C)
- UNACCEPTABLE (LOS D OR WORSE)
- LOCAL RESIDENTIAL ROADS
- CITY BOUNDARY
- ANNEXATION BOUNDARY

Driving Conditions	Collector		Arterial	
	2-Lane	3-Lane	2-Lane	3-Lane
Acceptable	7,000	7,500	7,500	9,000
Near Capacity	9,000	10,000	10,000	11,500
Unacceptable	10,500	11,500	11,500	13,000





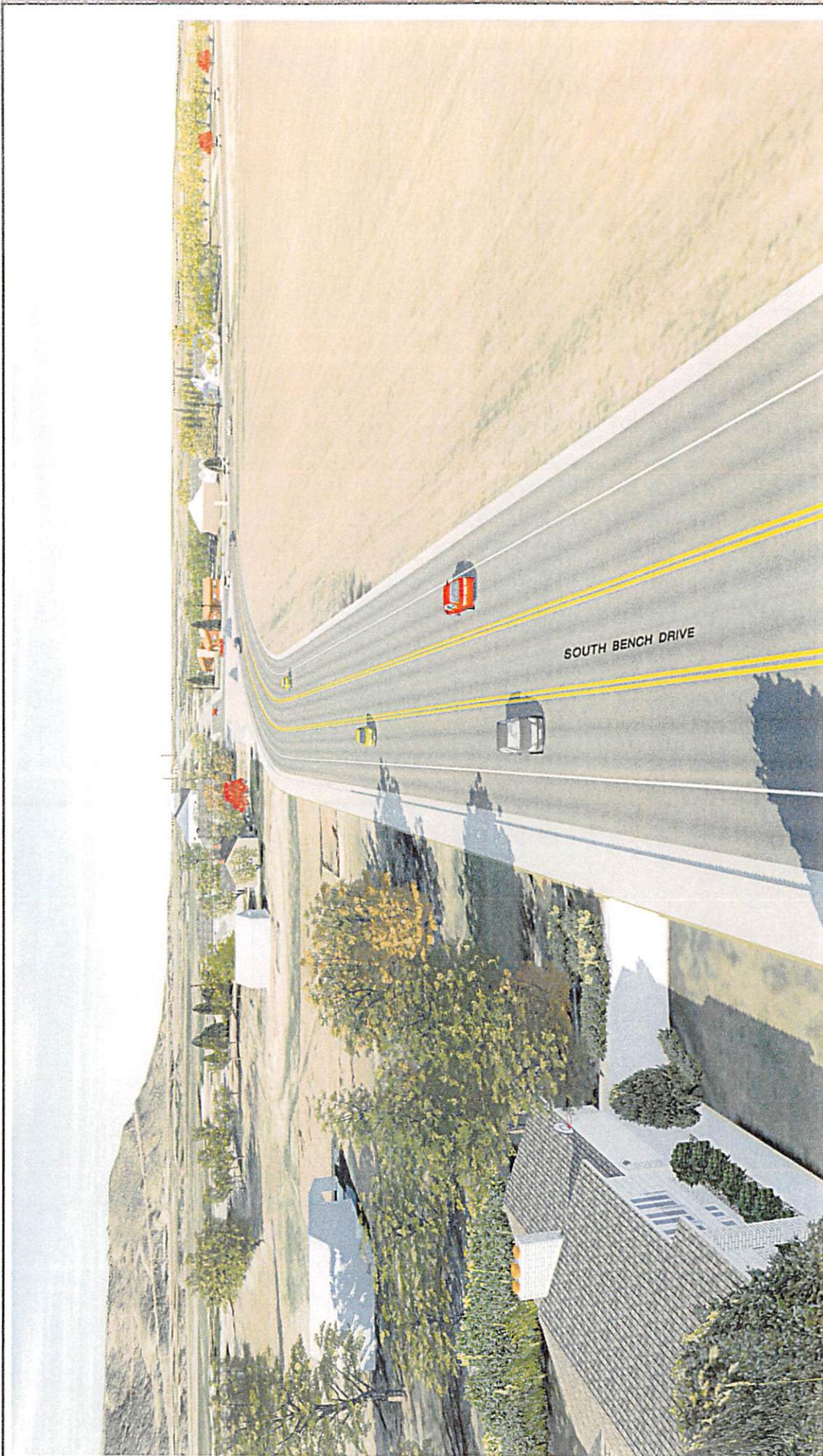
SEPTEMBER 2018



**SOUTH BENCH DRIVE**  
(475 EAST TO POWER SUBSTATION)  
SCALE: NONE

**CONSULTING ENGINEERS**  
 2000 Parkside Park Drive  
 Jones & Jones & Associates  
 (901) 478-8777 [www.jonesandjones.com](http://www.jonesandjones.com)





LOOKING WEST

SOUTH WEBER CITY CORPORATION  
SOUTH BENCH DRIVE  
SEPTEMBER 2018



**JVA**  
CONSULTING ENGINEERS  
3000 Parkview Point Drive  
South Weber, UT 84093  
(801) 478-8777 [www.jva.com](http://www.jva.com)

At your request, I am providing some additional information on the South Weber City application for Prop 1 funding towards South Bench Drive.

- This project is a regional road that has been planned for many years
- The road is on the WFRC 2040 RTP (see attached)
- The road has been functionally classified and is on UDOT's FC website (see attached)
- South Weber City has met with Layton City and received support from the Mayor (current at the time), Manager and Engineer (see attached letter and email)
- South Weber City has sought potential funding from a variety of sources:
  - DA for Riverside Place = \$162,000
  - DA for Harvest Park = \$465,000
  - Still negotiating with Stephens = \$200k - \$250k
  - The remaining funds all come from the City
- Of the original parameters listed for the Letters of Intent, this project should score very well:
  1. South Weber is an eligible city to apply for funds
  2. At the requested \$550,000 the City is proposing a 75% match (this match would be even higher if only a portion was awarded). This is well above the required 30% match and should receive "more points" for exceeding the minimum match
  3. Construction will be completed summer/fall 2019.
  4. The City will be maintaining this road, and will budget funds sufficient to do so.
  5. The specs for the project follow APWA.
  6. The road is functionally classified, and will serve as a major collector / minor arterial
  7. The project is constructing new sidewalk and the road will be striped with bike lanes, thus providing significant active transportation elements.
  8. The project is not a pavement preservation project, the funds are not purchasing any ROW, nor does it require any additional studies.
  9. The County should give preference to this project, as it will provide a significant regional connection that will directly connect Layton City and South Weber City, but will also provide connection to Weber County (Uintah City, Washington Terrace, Riverdale, and South Ogden).

Prop. 1 Applications 2018								
WFRC rank	Comm. rank	City	Project	Total Project	Amount Requested	Local match	Recommend	Notes
3	1	West Point	Emigrant Trail phase 4	520,374	364,000	156,000	364,000	Great regional project
14	2	Kaysville	BST – Kaysville wilderness park	120,000	84,000	36,000	84,000	Good BST project
8	3	NSL	Jordan River Trail Extension phase 2	197,000	75,000	47,000	75,000	Finishes trail extension on Jordan river parkway
4	4	South Weber	South bench drive road	2,184,000	550,000	1,634,000	350,000	
7	5	Clinton	Cemetery trailhead	107,143	75,000	32,143	75,000	Good project on D&RG, get restroom with this also
5	6	Layton	Kayscreek 89 underpass	1,052,693	200,000	518,450	100,000	334,243 –other money they are putting in.
6	7	Fruit Heights City	Green Road and Country lane sidewalks	334,000	93,112	240,888	93,000	Helps with hwy.89 frontage rd. work
9	8	Centerville	South frontage road bike lanes	374,358	199,700	174,659	100,000	
1	9	Syracuse	Bluff/Gentile trail	4,324,111	147,783	4,176,328	0	No trail needed, may change with legacy
10	10	Clinton	2050 North Trail project	128,571	90,000	38,571	0	Come back next year with bigger project
11	No	Woods Cross	800 W. Traffic signal	260,000	180,000	80,000	0	Just local project
15	No	Woods Cross	Mills park connector trail	154,000	100,000	54,000	0	Local park, no regional tie
13	No	Woods Cross	Redwood Road Extension	627,681	439,376	188,304	0	Economic development project, CRA
12	No	Fruit Heights City	Nichols Park Trailhead	65,345	45,742	19,604	0	Local park, other project higher priority
2	No	Farmington	1100 West road design	172,500	103,500	69,000	0	Paid for by the CRA
16	No	NSL	Foxboro wetlands boardwalk	564,075	100,000	464,075	0	Local park, no regional benefit
				Total	Total	Total	Total	
				11,185,851	2,847,213	4,919,022	1,241,000	

# **EXHIBIT B**

**MEMORANDUM**

TO: South Weber City Mayor and Council

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

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

**RE: SWIC IRRIGATION MAIN REPLACEMENT  
in SOUTH BENCH DR. PHASE 1  
Information Memo**

Date: May 8, 2019

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This memo is being written on behalf of City Staff and Public Works. Concern has been raised about the South Weber Irrigation Company's main line and services within the project limits of the South Bench Drive Phase 1 Project that is currently under construction. The heart of the concern is that the type of pipe installed is not intended to be under a road. Its intended application is more as irrigation pipe in a farmer's field. We are not aware of this pipe having any problems to date, but the concern would be that it may have problems in the future after the new road is constructed, which would require the road to be cut; thus shortening its design life and increasing the maintenance costs.

The pipe was installed in 2008, and was therefore not anticipated to be replaced anytime soon. However, the construction of the new road does give cause for concern with the SWIC. As is typically the case, the cost is the major obstacle to replacing the line now.

Here is a list of arguments that could be made relative to the situation.

From the SWIC's perspective:

- There are currently no problems with the pipe.
- If the City was not doing the Project, there would be no cause for concern.
- The City is changing the loading on the pipe by changing the use of the road from a local road to a major collector.

From the City's perspective:

- The City should not be responsible for the decision that was made by SWIC to install pipe not correctly suited to the needed use.
- The SWIC currently has pipe located in roads (6650 South and 475 East). Even though the use of the road will increase traffic and loading, the increased loading is being

accounted for in the increased pavement section. Therefore, the new road has no measureable loading impact on the existing line.

- SWIC installed the same class of pipe in existing roads and in farmer's field. It would therefore appear that SWIC (or the design engineer of the initial project) was not concerned about the different loading scenarios between an existing road and a farmer's field.
- The City has an obligation to the citizens to make fiscally responsible decisions that are in the best interest of the City. Maximizing the life of the roads is one of the primary responsibilities.

The following are a list of potential options, and the associated risks or considerations:

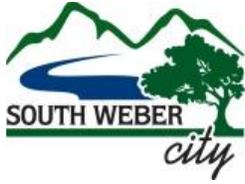
**1. Do Nothing.**

- a. Move forward with the project as is; no changes.
- b. Adopt a Moratorium on the cutting of new roads. This would still need to provide an option for emergency repairs, such as a water leak.
- c. Re-evaluate the Road Degradation Fee that is charged on all road cut permits. This is a non-refundable fee intended to compensate the City for the shortened life of the road due to the cutting of the road. The fee is based on the square footage of the cut, and is higher for new roads.

**2. Replace the line now.**

- a. 100% SWIC Cost (\$200,000 - \$250,000).
  - i. SWC could offer to be the bank for all or a portion of the cost, with some kind of reimbursement agreement.
- b. 50/50 SWIC/SWC Cost Split (\$100,000 - \$125,000 for each party). This shares the cost half and half.
- c. 70/30 SWIC/SWC Cost Split (\$175,000 SWIC / \$75,000 SWC). This correlates to SWIC responsible for 100% of the cost in 6650 South portion and the City responsible for 100% of the cost across the Cook portion.
- d. 84/16 SWIC/SWC Cost Split (\$210,000 SWIC / \$40,000 SWC). This correlates to SWIC responsible for 100% of the cost in 6650 South portion and then SWIC and SWC splitting the cost across the Cook portion 50/50.

It is difficult to evaluate the risk associated with doing nothing, but replacing the line comes with a cost that is difficult to bear. The Staff does not have a specific recommendation on this issue.



**Council Meeting Date:** May 14, 2019

**Name:** Mark McRae

**Agenda Item:** #14

**Objective:** Review 2020 Budget Revenues as a City Council

**Background:** The 2020 Budget revenues by fund have been prepared by staff and reviewed by the various council committees. Committee changes, deletions, and additions have been included in this version of the budget. Every effort has been made to prepare a conservative budget that addresses the needs of the city and maintains current service levels. Significant revenue changes will be discussed by City Manager David Larson and Finance Director Mark McRae in tonight's workshop.

**Summary:** Tonight's discussion is an opportunity for the city council to review the work done by staff and council committees on the 2020 budget.

**Committee Recommendation:** Include the presented revenues in tentative budget

**Planning Commission Recommendation:** NA

**Staff Recommendation:** Review and accept revenues in the tentative budget.

**Attachments:** 2020 Budget Revenues

**Budget Amendment:** NA

## FUND REVENUE SUMMARY

Fund	Fund Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
10	General	2,228,856	2,156,585	2,143,405	2,476,886	2,507,000	2,778,000
20	Recreation	278,379	352,188	158,211	309,395	305,000	311,000
45	Capital Projects	476,992	501,890	49,334	2,638,000	2,636,000	2,525,000
51	Water	1,089,097	1,427,991	1,436,695	2,454,576	2,592,000	2,689,000
52	Sewer	1,504,845	993,759	1,246,566	1,896,205	1,911,800	1,961,000
53	Sanitation	279,087	346,989	358,022	361,952	353,000	453,000
54	Storm Water	122,716	206,806	517,426	631,689	628,000	565,000
56	Transportation Utility	0	0	0	1,370,830	1,370,000	778,000
21	Sewer Impact	88,319	53,986	0	155,436	50,000	150,000
22	Storm Water Impact	54,607	52,763	0	42,242	56,500	40,000
23	Park Impact	35,773	20,718	0	106,079	34,000	81,000
24	Road Impact	41,935	30,643	0	33,326	31,000	40,000
26	Water Impact	88,339	57,810	0	93,271	81,400	81,000
27	Recreation Impact	34,184	21,077	0	79,342	66,000	66,000
29	Public Safety Impact	7,270	34,998	0	10,468	10,000	10,000
		6,330,399	6,258,204	5,909,661	12,659,696	12,631,700	12,528,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>GENERAL FUND REVENUES</b>							
<b>TAXES</b>							
10-31-100	Current Year Property Taxes	307,780	291,931	295,754	316,500	332,000	682,000
10-31-120	Prior Year Property Taxes	13,705	56,287	26,052	19,800	20,000	20,000
10-31-200	Fee In Lieu - Vehicle Reg	32,401	28,033	30,089	22,000	25,000	25,000
10-31-300	Sales and Use Taxes	846,961	564,082	328,549	768,000	884,000	720,000
10-31-305	Transportation - Local Option	0	75,543	13,612	0	0	0
10-31-310	Franchise/Other	344,521	401,384	410,902	396,500	350,000	400,000
Total Taxes:		1,545,369	1,417,259	1,104,959	1,522,800	1,611,000	1,847,000
<b>LICENSES AND PERMITS</b>							
10-32-100	Business Licenses and Permits	15,101	13,537	8,783	8,600	8,000	8,000
10-32-210	Building Permits	219,136	194,985	358,031	340,000	300,000	310,000
10-32-310	Excavation Permits	0	6,024	915	0	0	0
Total Licenses and Permits:		234,237	214,545	367,729	348,600	308,000	318,000
<b>INTERGOVERNMENTAL REVENUE</b>							
10-33-400	State Grants	3,500	0	0	0	0	0
10-33-550	Wildland Firefighting	0	0	39,353	0	20,000	0
10-33-560	Class "C" Road Fund Allotment	215,354	258,944	158,755	94,000	94,000	94,000
10-33-580	State Liquor Fund Allotment	4,064	4,551	4,804	5,579	4,500	5,000
Total Intergovernmental Revenue:		222,918	263,495	202,912	99,579	118,500	99,000
<b>CHARGES FOR SERVICES</b>							
10-34-100	Zoning & Subdivision Fees	20,107	24,870	16,310	15,250	10,000	15,000
10-34-105	Subdivision Review Fees	58,876	59,777	88,328	65,400	50,000	80,000
10-34-250	Bldg. Rental/Park Use (Bowery)	1,862	1,750	2,666	1,600	0	0
10-34-760	Youth City Council	0	152	0	0	0	0
10-34-560	Ambulance Service	0	0	0	100,000	100,000	100,000
Total Charges for Services:		80,845	86,549	107,304	182,250	160,000	195,000
<b>FINES AND FORFEITURES</b>							

10-35-100	Fines	121,390	85,303	90,577	85,000	90,000	85,000
	Total Fines and Forfeitures:	121,390	85,303	90,577	85,000	90,000	85,000

**MISCELLANEOUS REVENUE**

10-36-100	Interest Earnings	6,542	9,239	18,842	16,000	10,000	17,000
10-36-300	Newsletter Sponsors	150	150	0	0	0	0
10-36-400	Sale of Assets	8,388	0	0	2,457	0	0
10-36-900	Sundry Revenue	6,692	11,267	8,547	13,300	3,000	5,500
	Total Miscellaneous Revenue:	21,772	20,656	27,389	31,757	13,000	22,500

**CONTRIBUTIONS AND TRANSFERS**

10-39-100	Fire Agreement/Job Corps	0	3,580	0	3,500	3,500	3,500
10-39-110	Fire Agreement/County	2,325	1,522	927	1,400	1,000	1,000
10-39-300	Transfer for Administrative Services	0	0	136,900	162,000	162,000	167,000
10-39-800	Transfer from Impact Fees	0	63,676	104,711	40,000	40,000	40,000
10-39-900	Contribution from GF Surplus	0	0	0	0		
	Contribution from Class "C" Restricted	0	0	0	0		
	Total Contributions and Transfers:	2,325	68,779	242,537	206,900	206,500	211,500
		2,228,856	2,156,585	2,143,405	2,476,886	2,507,000	2,778,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>CAPITAL PROJECTS</b>							
<b>REVENUES</b>							
<b>45-30-300</b>	Sales Tax	0	0	0	192,000	21,000	180000
45-33-400	State Grants	0	0	0	445,250	445,250	0
45-34-440	Contributions	0	0	0	571,000	571,000	827,000
45-34-445	Contributions - Restricted	1,228	595	79	0	0	0
45-36-100	Interest Income	7,764	15,675	18,132	8,000	6,000	8,000
45-36-110	Gain on Sale of Assets	0	0	0	1,750	0	0
45-39-389	Fund Balance to be Appropriated	0	0	0	710,000	882,750	615,000
45-39-470	Transfer from General Fund	468,000	438,600	8,500	0	0	0
45-39-800	Transfer from Impact Fees	0	47,020	22,623	410,000	410,000	395,000
45-39-810	Transfer from Class "C"	0	0	0	300,000	300,000	500,000
		<u>476,992</u>	<u>501,890</u>	<u>49,334</u>	<u>2,638,000</u>	<u>2,636,000</u>	<u>2,525,000</u>

250,000 Road Impact  
145,000 Park Impact

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>RECREATION</b>							
<b>RECREATION REVENUE</b>							
20-34-720	Rental - Activity Center	20,473	5,650	9,322	9,986	8,000	10,000
20-34-750	Recreation Fees	41,430	41,639	0	0	0	0
20-34-751	Membership Fees	22,421	18,963	20,873	18,386	18,000	20,000
20-34-752	Competition Basketball	0	18,760	17,244	4,615	17,000	17,000
20-34-753	Misc. Revenue	1,922	835	2,179	2,109	0	1,000
20-34-754	Competition Baseball	0	0	580	300	0	0
20-34-755	Basketball	0	0	13,381	14,164	14,000	14,000
20-34-756	Baseball & Softball	0	0	10,363	7,600	7,500	7,500
20-34-757	Soccer	0	0	10,891	11,155	8,000	8,000
20-34-758	Flag Football	0	0	3,940	4,641	4,000	4,500
20-34-759	Volleyball	0	0	1,660	1,065	2,000	2,000
20-34-841	Gravel Pit Fees	51,401	32,887	23,417	66,874	50,000	55,000
20-36-895	Rental of Uniforms and Equip	0	1,500	0	0	1,500	1,500
Total Recreation Revenue:		136,417	120,234	113,850	140,895	130,000	140,500
20-37-100	Interest Earnings	1,963	3,411	6,185	2,500	2,000	3,000
<b>Contributions &amp; Transfers</b>							
20-39-470	Transfer from General Fund	140,000	87,400	37,500	40,000	40,000	97,500
20-39-800	Transfer from Recreation Impact Fees	0	141,143	677	66,000	66,000	66,000
	Contribution from Fund Balance				60,000	67,000	4,000
Total Contributions & Transfers:		140,000	228,543	38,177	166,000	173,000	167,500
Total Fund Revenues		278,379	352,188	158,211	309,395	305,000	311,000

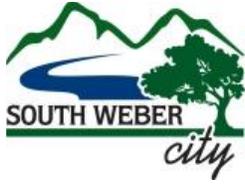
Account No.	Account Title	2015 - 16 Actual	2016 - 17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>TRANSPORTATION UTILITY</b>							
<b>MISCELLANEOUS REVENUE</b>							
56-36-100	Interest Earnings	0	0	8,770	1,500	1,000	1,000
	Total Miscellaneous Revenue:	0	0	8,770	1,500	1,000	1,000
<b>TRANSPORTATION UTILITY REVENUE</b>							
56-31-305	Transportation - Local Option	0	0	57,797	59,389	62,000	62,000
56-33-560	Class "C" Road Fund Allotment	0	0	103,463	150,000	150,000	211,500
56-34-270	Developer Pmts for Improv	0	0	0	150,000	150,000	13,500
56-37-800	Transportation Utility Fee	0	0	125,524	254,941	252,000	380,000
	Total Transportation Utility Revenue:	0	0	286,784	614,330	614,000	667,000
<b>CONTRIBUTIONS AND TRANSFERS</b>							
	Contribution From Fund Balance	0	0	0	0	0	110,000
56-39-500	Contribution From Fund Bal - Class C	0	0	0	755,000	755,000	0
	Total Contributions and Transfers	0	0	0	755,000	755,000	110,000
		0	0	295,554	1,370,830	1,370,000	778,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>WATER UTILITY FUND</b>							
<b>WATER UTILITIES REVENUE</b>							
51-37-100	Water Sales	1,040,445	1,050,259	1,068,384	1,452,036	1,580,000	1,500,000
51-37-105	Water Connection Fee	14,575	12,807	23,296	25,275	15,000	16,000
51-37-130	Penalties	16,531	48,036	44,505	39,540	46,000	39,000
	Total Water Utilities Revenue:	1,071,551	1,111,102	1,136,184	1,516,851	1,641,000	1,555,000
<b>MISCELLANEOUS</b>							
51-36-100	Interest Earnings	14,916	11,896	24,148	15,000	12,000	15,000
51-36-300	Sundry Revenues	0	2,088	3,475	2,725	0	0
51-38-920	Gain Loss Sale of Assets	(72,370)	0	0	0	20,000	0
	Total Miscellaneous	(57,455)	13,984	27,623	17,725	32,000	15,000
<b>CONTRIBUTIONS AND TRANSFERS</b>							
51-38-820	Transfer from Water Impact Fd	75,000	302,904	107,365	100,000	150,000	110,000
51-38-910	Capital Contributions	0	0	165,523	20,000	20,000	20,000
51-39-500	Contribution from Fund Balance	0	0	0	800,000	749,000	989,000
	Total Contributions and Transfers:	75,000	302,904	272,888	920,000	919,000	1,119,000
		1,089,097	1,427,991	1,436,695	2,454,576	2,592,000	2,689,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>SEWER UTILITY FUND</b>							
<b>MISCELLANEOUS REVENUE</b>							
52-36-100	Interest Earnings	8,916	19,686	32,051	14,000	13,000	25,000
	Total Miscellaneous Revenue:	8,916	19,686	32,051	14,000	13,000	25,000
<b>SEWER UTILITIES REVENUE</b>							
52-37-300	Sewer Sales	838,783	862,467	885,324	902,189	870,000	900,000
52-37-360	CWDIS 5% Retainage	6,316	4,316	10,265	12,016	7,000	10,000
	Total Sewer Utilities Revenue:	845,099	866,783	895,589	914,205	877,000	910,000
<b>CONTRIBUTIONS &amp; TRANSFERS</b>							
52-38-820	Transfer from Sewer Impact	425,000	77,291	124,967	250,000	250,000	150,000
52-38-910	Capital Contributions	230,000	30,000	193,960	18,000	18,000	18,000
52-38-920	Gain Loss Sale of Assets	(4,170)	0	0	0	0	
52-39-500	Contribution from Fund Balance	0	0	0	700,000	753,800	858,000
	Total Contributions:	650,830	107,291	318,927	968,000	1,021,800	1,026,000
		1,504,845	993,759	1,246,566	1,896,205	1,911,800	1,961,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>SANITATION UTILITY FUND</b>							
<b>MISCELLANEOUS REVENUE</b>							
53-36-100	Interest Earnings	2,274	3,903	6,513	4,000	3,000	3,000
	Total Miscellaneous Revenue:	2,274	3,903	6,513	4,000	3,000	3,000
<b>SANITATION UTILITIES REVENUE</b>							
53-37-700	Sanitation Fees	357,150	343,086	351,509	357,952	350,000	450,000
	Total Sanitation Utilities Revenue:	357,150	343,086	351,509	357,952	350,000	450,000
<b>MISCELLANEOUS</b>							
53-38-920	Gain Loss Sale of Assets	(80,337)	0	0	0	0	0
	Total Miscellaneous:	(80,337)	0	0	0	0	0
		279,087	346,989	358,022	361,952	353,000	453,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>STORM Drain</b>							
<b>MISCELLANEOUS REVENUE</b>							
54-33-400	State Grants	0	0	0	110,000	110,000	0
54-36-100	Interest Earnings	4,078	7,438	8,330	5,000	5,000	10,000
	Total Miscellaneous Revenue:	4,078	7,438	8,330	115,000	115,000	10,000
<b>STORM Drain UTILITIES REVENUE</b>							
54-37-450	Storm Drain Revenue	142,825	171,369	173,955	178,689	175,000	177,000
	Total Storm Drain Utilities Revenue:	142,825	171,369	173,955	178,689	175,000	177,000
54-38-910	Capital Contributions	0	28,000	335,141	140,000	140,000	140,000
	Total Contributions:	(24,188)	28,000	335,141	140,000	140,000	140,000
<b>CONTRIBUTIONS AND TRANSFERS</b>							
54-38-600	Transfer from Impact Fees	0	0	189,265	115,000	115,000	152,000
54-39-500	Contribution From Fund Bal	0		0	83,000	83,000	86,000
	Total Contributions and Transfers	0	0	0	198,000	198,000	238,000
		122,716	206,806	517,426	631,689	628,000	565,000



**Council Meeting Date:** May 14, 2019

**Name:** Mark McRae

**Agenda Item:** #15

**Objective:** Adoption of Tentative Budget FY2019-20

**Background:** Per state law, the City is required to prepare and file a tentative budget for the upcoming fiscal year by the first City Council Meeting in May. City Staff, along with the various council committees, have spent the last 4 months working through the Budget Process and have developed the Tentative Budget to be ready for adoption. The City Council has discussed the expenses and revenues in the Tentative Budget during Council Meetings and tonight will be formally adopting the Tentative Budget and setting a Public Hearing Date for June 11, 2019 prior to adoption of the Final Budget for Fiscal Year 2019-20.

**Summary:** Adoption of the Tentative Budget in May is in accordance with state law and an important mile marker in the preparation and adoption of the Final Budget in June.

**Committee Recommendation:** Adopt the Fiscal Year 2019-20 Tentative Budget

**Planning Commission Recommendation:** NA

**Staff Recommendation:** Adopt the Fiscal Year 2019-1920 Tentative Budget

**Attachments:** Tentative Budget

## RESOLUTION 19-24

### A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING THE 2019-2020 FISCAL YEAR TENTATIVE BUDGET

**WHEREAS**, the Finance Director has submitted a Tentative Budget for the 2019-2020 fiscal year to the city council; and

**WHEREAS**, the Tentative Budget is a public document that will be modified and amended prior to adoption of the Final Budget; and

**WHEREAS**, the City Council shall hold a public hearing on the budget at its regularly scheduled meeting on June 11, 2019;

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

**Section 1 Adoption:** The 2019-2020 Tentative Budget attached as EXHIBIT A is adopted, and a public hearing is set as referenced.

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

**PASSED AND APPROVED** by the South Weber City Council this 14th day of May 2019.

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Hyer	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Taylor	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

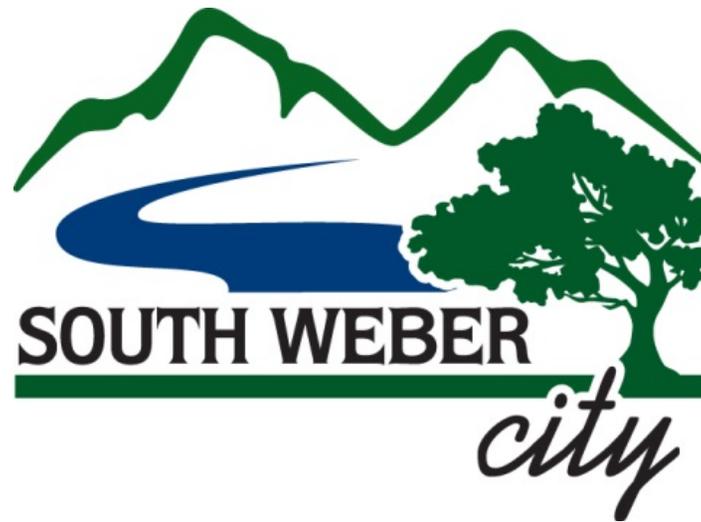
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**Jo Sjoblom, Mayor**

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**Attest:** Lisa Smith, Recorder

**EXHIBIT A**  
**2019-2020 FISCAL YEAR TENTATIVE**  
**BUDGET**



South Weber City  
2019-2020  
Tentative Budget

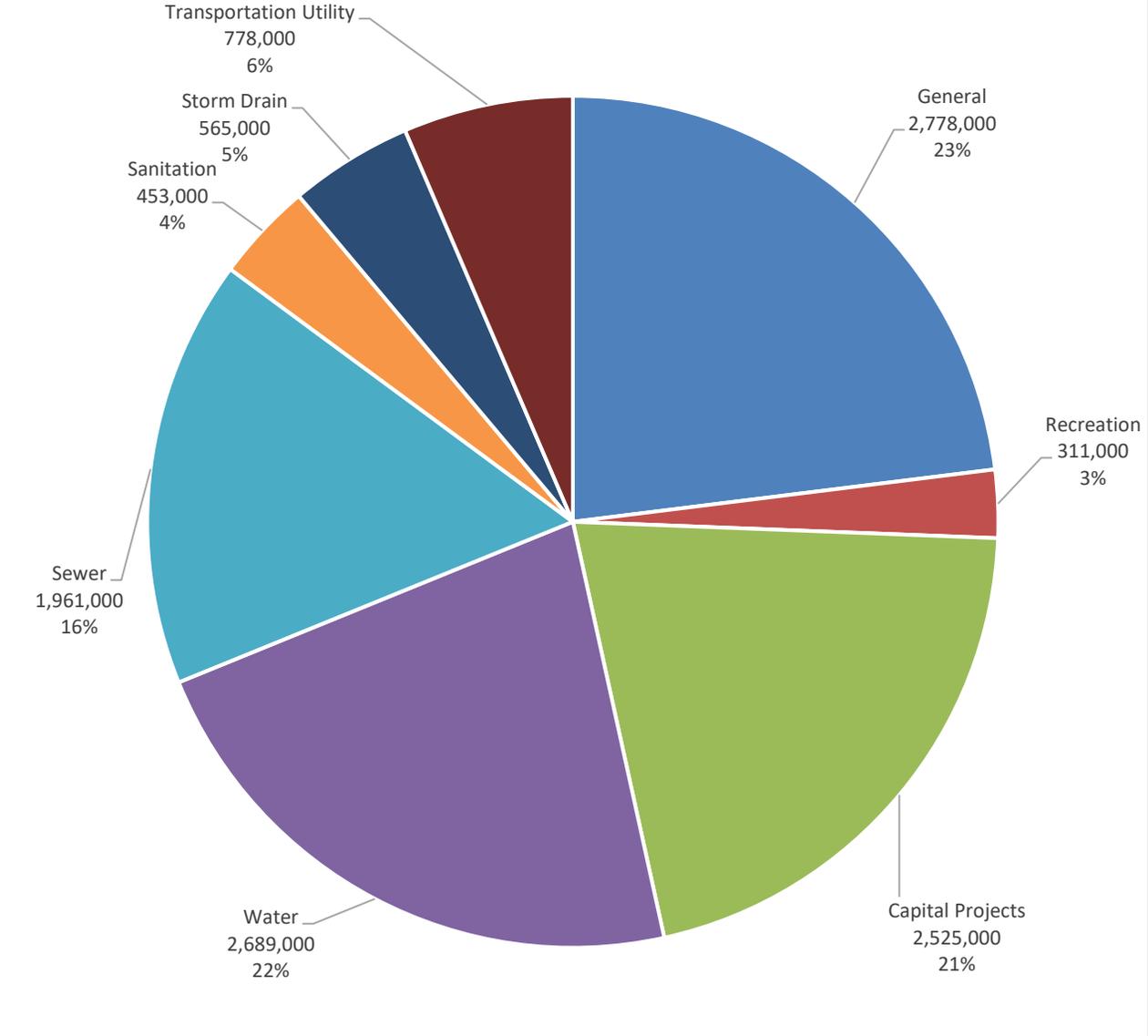
Jo Sjoblom, Mayor  
David Larson, City Manager

Adopted May 14, 2019

**FUND SUMMARY**

Fund	Fund Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
10	General	2,146,694	1,983,328	2,093,822	2,389,179	2,507,000	2,778,000
20	Recreation	251,810	250,007	270,757	279,303	305,000	311,000
45	Capital Projects	319,108	174,424	886,827	2,524,489	2,636,000	2,525,000
51	Water	1,153,019	1,107,261	1,278,539	2,143,309	2,592,000	2,689,000
52	Sewer	676,400	669,709	743,048	951,141	1,919,800	1,961,000
53	Sanitation	341,297	343,221	344,831	337,931	353,000	453,000
54	Storm Drain	151,157	172,752	193,884	644,833	643,000	565,000
56	Transportation Utility	0	0	0	809,011	1,370,000	778,000
21	Sewer Impact	440,910	93,289	124,967	200,000	250,000	250,000
22	Storm Drain Impact	0	3,912	191,346	115,000	122,000	152,000
23	Park Impact	89,288	25,989	2,996	160,000	160,000	160,000
24	Road Impact	0	42,298	24,011	250,000	250,000	250,000
26	Water Impact	240,701	307,469	57,269	150,000	150,000	170,000
27	Recreation Impact	0	149,543	69,800	79,000	66,000	66,000
29	Public Safety Impact	0	34,999	12,416	10,468	10,000	10,000
		5,810,383	5,358,200	6,294,512	11,043,664	13,333,800	13,118,000

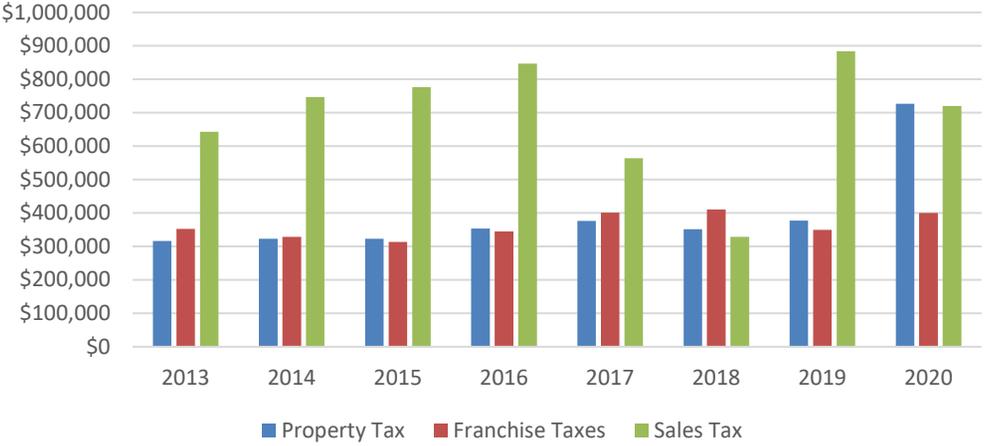
# Major Funds



Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>GENERAL FUND REVENUES</b>							
<b>TAXES</b>							
10-31-100	Current Year Property Taxes	307,780	291,931	295,754	316,500	332,000	682,000
10-31-120	Prior Year Property Taxes	13,705	56,287	26,052	19,800	20,000	20,000
10-31-200	Fee In Lieu - Vehicle Reg	32,401	28,033	30,089	22,000	25,000	25,000
10-31-300	Sales and Use Taxes	846,961	564,082	328,549	768,000	884,000	720,000
10-31-305	Transportation - Local Option	0	75,543	13,612	0	0	0
10-31-310	Franchise/Other	344,521	401,384	410,902	396,500	350,000	400,000
Total Taxes:		1,545,369	1,417,259	1,104,959	1,522,800	1,611,000	1,847,000
<b>LICENSES AND PERMITS</b>							
10-32-100	Business Licenses and Permits	15,101	13,537	8,783	8,600	8,000	8,000
10-32-210	Building Permits	219,136	194,985	358,031	340,000	300,000	310,000
10-32-310	Excavation Permits	0	6,024	915	0	0	0
Total Licenses and Permits:		234,237	214,545	367,729	348,600	308,000	318,000
<b>INTERGOVERNMENTAL REVENUE</b>							
10-33-400	State Grants	3,500	0	0	0	0	0
10-33-550	Wildland Firefighting	0	0	39,353	0	20,000	0
10-33-560	Class "C" Road Fund Allotment	215,354	258,944	158,755	94,000	94,000	94,000
10-33-580	State Liquor Fund Allotment	4,064	4,551	4,804	5,579	4,500	5,000
Total Intergovernmental Revenue:		222,918	263,495	202,912	99,579	118,500	99,000
<b>CHARGES FOR SERVICES</b>							
10-34-100	Zoning & Subdivision Fees	20,107	24,870	16,310	15,250	10,000	15,000
10-34-105	Subdivision Review Fees	58,876	59,777	88,328	65,400	50,000	80,000
10-34-250	Bldg. Rental/Park Use (Bowery)	1,862	1,750	2,666	1,600	0	0
10-34-760	Youth City Council	0	152	0	0	0	0
10-34-560	Ambulance Service	0	0	0	100,000	100,000	100,000
Total Charges for Services:		80,845	86,549	107,304	182,250	160,000	195,000
<b>FINES AND FORFEITURES</b>							
10-35-100	Fines	121,390	85,303	90,577	85,000	90,000	85,000

Total Fines and Forfeitures:		<u>121,390</u>	85,303	90,577	<u>85,000</u>	<u>90,000</u>	<u>85,000</u>
<b>MISCELLANEOUS REVENUE</b>							
10-36-100	Interest Earnings	6,542	9,239	18,842	16,000	10,000	17,000
10-36-300	Newsletter Sponsors	150	150	0	0	0	0
10-36-400	Sale of Assets	8,388	0	0	2,457	0	0
10-36-900	Sundry Revenue	6,692	11,267	8,547	13,300	3,000	5,500
	Total Miscellaneous Revenue:	<u>21,772</u>	20,656	27,389	31,757	13,000	22,500
<b>CONTRIBUTIONS AND TRANSFERS</b>							
10-39-100	Fire Agreement/Job Corps	0	3,580	0	3,500	3,500	3,500
10-39-110	Fire Agreement/County	2,325	1,522	927	1,400	1,000	1,000
10-39-300	Transfer for Administrative Services	0	0	136,900	162,000	162,000	167,000
10-39-800	Transfer from Impact Fees	0	63,676	104,711	40,000	40,000	40,000
10-39-900	Contribution from GF Surplus	0	0	0	0		
	Contribution from Class "C" Restricted	0	0	0	0		
	Total Contributions and Transfers:	<u>2,325</u>	68,779	242,537	206,900	206,500	211,500
		<u>2,228,856</u>	2,156,585	2,143,405	2,476,886	2,507,000	2,778,000

### General Fund Taxes



GENERAL FUND SUMMARY

Dept.	Department Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
10-41	Legislative	48,696	57,233	53,812	62,177	64,000	60,000
10-42	Judicial	135,750	85,611	113,943	83,352	94,000	100,000
10-43	Administrative	1,206,658	874,588	642,575	742,963	800,000	925,000
10-54	Public Safety	153,946	170,318	158,289	169,079	173,000	258,000
10-57	Fire	129,173	194,630	410,576	580,027	580,000	603,000
10-58	Zoning	71,223	79,068	305,278	327,234	294,000	328,000
10-60	Streets	184,320	164,431	239,187	224,200	249,000	264,000
10-61	Class "C" Roads	74,548	227,024	0	0	0	0
10-70	Parks	142,379	130,426	170,162	200,148	253,000	240,000
		2,146,694	1,983,328	2,093,822	2,389,179	2,507,000	2,778,000

**LEGISLATIVE**

10-41-005	Salaries - Council & Commissions <i>Mayor &amp; City Council</i> <i>(Planning Commission moved to Planning &amp; Zoning.</i>	28,000
10-41-131	Employee Benefit-Employer FICA	2,200
10-41-133	Employee Benefit - Work. Comp.	700
10-41-140	Uniforms Councilmember shirts	300
10-41-210	Books, Subscriptions, Memberships ULCT Annual Membership Davis County Chamber of Commerce Membership	4,000
10-41-230	Travel and Training <i>Charges for conferences, educational materials, &amp; employee travel</i> ULCT Fall Conference ( 6 councilmembers) ULCT St. George Conference (6 Council Members) Spring Retreat Misc.	12,600
10-41-240	Office Supplies and Expenses	200
10-41-370	Professional/Technical Service	0
10-41-494	Youth Council <i>16 members with Council Advisor</i> ULCT Legislative Day Youth Council Annual Conference Community Events	3,000
10-41-620	Miscellaneous	4,000

Donation to Sunset Jr. High  
Donation to Northridge  
City Holiday Season Event  
Other unclassified

10-41-740	Equipment Conference Room chairs	0
10-41-925	Transfer to Country Fair Days	5,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>LEGISLATIVE</b>							
10-41-005	Salaries - Council & Commissions	31,947	30,324	27,600	27,600	28,000	28,000
10-41-131	Employee Benefit-Employer FICA	2,444	2,378	2,328	2,111	2,200	2,200
10-41-133	Employee Benefit - Work. Comp.	1,017	662	694	719	700	700
10-41-140	Uniforms	0	0	0	43	300	300
10-41-210	Books, Subscriptions, Memberships	3,970	0	3,946	4,382	4,000	4,000
10-41-230	Travel and Training	3,841	3,116	6,712	12,395	12,600	12,600
10-41-240	Office Supplies and Expenses	0	1,304	103	178	200	200
10-41-370	Professional/Technical Service	0	0	0	0	0	0
10-41-494	Youth City Council	1,849	2,879	1,111	3,090	4,000	3,000
10-41-620	Miscellaneous	2,628	5,571	3,978	11,659	12,000	4,000
10-41-740	Equipment	0	0	4,247	0	0	0
10-41-925	Transfer to Country Fair Days	1,000	11,000	3,093	0	0	5,000
		48,696	57,233	53,812	62,177	64,000	60,000

**JUDICIAL**

10-42-004	Judge Salary .1 FTE	16,000
10-42-120	Full-time Employee Salaries .5 FTE	34,000
10-42-130	Employee Benefit - Retirement	11,000
10-42-131	Employee Benefit-Employer FICA	4,000
10-42-133	Employee Benefit - Work. Comp.	500
10-42-134	Employee Benefit - UI	500
10-42-135	Employee Benefit - Health Ins.	14,000
10-42-210	Books/Subscriptions/Membership Utah State Code books	600
10-42-230	Travel and Training <i>Charges for conferences, educational materials, &amp; employee travel</i> Admin. Office of Courts - Fall Admin. Office of Courts - Spring BCI Conference Judge Local training	1,500
10-42-240	Office Supplies & Expense <i>Normal office supplies, postage and copying</i>	400
10-42-243	Court Refunds	0
10-42-313	Professional/Tech. - Attorney	10,000

*Contracted Service for City Prosecutor & Public Defenders*

10-42-317	Professional/Technical-Bailiff <i>Contracted Service with County Sheriff's Office</i>	4,000
10-42-350	Software Maintenance <i>Software maintenance contracts</i>	800
10-42-550	Banking Charges <i>Bank charges and fees and credit card transaction fees</i>	1,200
10-42-610	Miscellaneous Judge cell phone allowance	1,500
10-42-980	St. Treasurer Surcharge <i>Surcharge paid to State on citations</i>	0

Account NO.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>JUDICIAL</b>							
10-42-004	Judge Salary	14,068	14,068	14,736	14,432	15,000	16,000
10-42-110	Employee Salaries	37,413	37,640	51,252	29,221	33,000	34,000
10-42-130	Employee Benefit - Retirement	10,454	10,648	11,526	8,433	10,100	11,000
10-42-131	Employee Benefit-Employer FICA	3,938	3,956	4,923	3,276	3,600	4,000
10-42-133	Employee Benefit - Work. Comp.	122	78	107	76	100	500
10-42-134	Employee Benefit - UI	700	0	700	500	500	500
10-42-135	Employee Benefit - Health Ins.	0	0	15,306	10,083	11,200	14,000
10-42-210	Books/Subscriptions/Membership	453	551	514	593	600	600
10-42-230	Travel & Training	1,615	1,191	990	1,509	2,000	1,500
10-42-240	Office Supplies & Expense	943	726	676	482	500	400
10-42-243	Court Refunds	435	75	0	0	0	0
10-42-313	Professional/Tech. - Attorney	6,722	7,230	7,200	7,000	9,600	10,000
10-42-317	Professional/Technical-Bailiff	3,675	3,650	3,325	4,782	4,000	4,000
10-42-350	Software Maintenance	293	498	523	739	800	800
10-42-550	Banking charges	976	1,108	1,975	1,191	1,500	1,200
10-42-610	Miscellaneous	5,337	132	191	1,037	1,500	1,500
10-42-980	State Treasurer Surcharge	48,606	4,059	0.00	0	0	0
		135,750	85,611	113,943	83,352	94,000	100,000

ADMINISTRATIVE

10-43-110	Full Time Employee Salaries <i>City Mgr., Finance Dir., Treasurer, Recorder, and Util Billing clerk -4 FTE</i>	331,000
10-43-120	Part-time Employee Wages <i>Deputy Recorder and Recording Secretary - 1 FTE</i>	33,000
10-43-130	Employee Benefit - Retirement	78,000
10-43-131	Employee Benefit-Employer FICA	28,000
10-43-133	Employee Benefit - Work. Comp.	3,200
10-43-134	Employee Benefit - UI	4,800
10-43-135	Employee Benefit- Health Ins	97,000
10-43-136	HRA Reimbursement - Health Ins	6,000
10-43-137	Employee Testing	0
10-43-140	Uniforms	1,000
10-43-210	Books/Subscriptions/Membership <i>Memberships in Professional Organizations and Subscriptions UCMA, ICMA, AICPA, ULCT, UGFOA, Standard Examiner, etc.</i>	3,500
10-43-220	Public Notices <i>Notices published in the Standard Examiner</i>	5,000
10-43-230	Travel & Training <i>Charges for conferences, educational materials, &amp; employee travel ULCT Spring and Fall Conferences UCMA Conference UGFOA Conference (local &amp; national)</i>	20,000

	GFOA Conference	
	UMCA	
	UAPT	
	ICMA Conference	
	Caselle Conference	
	City Manager Vehicle Allowance	
	Other trainings - 1-2 day local	
10-43-240	Office Supplies & Expense <i>Copier Supplies, Postage, and general office supplies</i>	8,000
10-43-251	Equipment - Operating Supplies and Maintenance <i>Upkeep or repair of equipment and operating supplies</i>	4,000
10-43-256	Fuel Expense	0
10-43-262	General Government Buildings <i>Maintenance of City Hall</i> Janitorial Services Fire Ext., flags, misc. Other	7,500
10-43-270	Utilities <i>Electricity, Natural Gas and Recycling expenses for City Hall</i>	4,500
10-43-280	Telephone <i>Comcast services and Cellphone Allowances</i>	18,000
10-43-308	Professional & Tech. - I.T. Executech Infobytes Other	14,000
10-43-309	Professional & Tech. - Auditor	10,000
10-43-310	Professional & Tech. - Planner (Moved to Planning & Zoning Dept.)	0
10-43-311	Professional & Tech. - Eco Dev/ Comm Fundraising (Moved to Planning & Zoning Dept.)	0

10-43-312	Professional & Tech. - Engineer (Moved to Planning & Zoning Dept.)	0
10-43-313	Professional & Tech. - Attorney	25,000
10-43-314	Ordinance Codification	3,000
10-43-316	Elections <i>Municipal Election run by County</i>	16,000
10-43-319	Professional & Tech. - Subd. Reviews (Moved to Planning & Zoning Dept.)	0
10-43-329	City Manager Fund <i>Special activities at City Manager's discretion</i>	3,000
10-43-350	Software Maintenance <i>Software maintenance contracts</i> Caselle Software Laserfische Focus & Execute ArchiveSocial Office 365/email/backup Domain Name/ Misc.	24,000
10-43-510	Insurance & Surety Bonds <i>General Liability and Property Insurance</i>	45,000
10-43-550	Banking Charges <i>Bank charges and fees and credit card transaction fees</i>	3,000
10-43-610	Miscellaneous <i>Unclassified unanticipated expenses</i>	5,000
10-43-625	Cash over and short	0
10-43-740	Equipment Purchases <i>Computer upgrades and software</i> Website Development & Software	27,000
10-43-841	Transfer to Recreation Fund	97,500

10-43-910 Transfer to Cap. Proj. Fund

0

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>ADMINISTRATIVE</b>							
10-43-110	Full Time Employee Salaries	237,543	198,221	265,759	275,982	294,000	331,000
10-43-120	Part-time Employee Wages	12,159	10,831	34,765	48,252	57,000	33,000
10-43-130	Employee Benefit - Retirement	45,782	40,314	42,652	54,696	70,100	78,000
10-43-131	Employee Benefit-Employer FICA	18,259	16,159	19,337	24,901	26,800	28,000
10-43-133	Employee Benefit - Work. Comp.	3,151	632	1,623	2,892	1,200	3,200
10-43-134	Employee Benefit - UI	3,500		4,550	4,600	4,600	4,800
10-43-135	Employee Benefit - Health Ins.	34,189	42,407	45,795	61,224	61,600	97,000
10-43-136	HRA Reimbursement - Health Ins	4,100	3,300	3,300	5,150	6,000	6,000
10-43-137	Employee Testing	0	670	238	56	400	0
10-43-140	Uniforms	0	593	685	684	1,100	1,000
10-43-210	Books/Subscriptions/Membership	3,650	2,374	2,005	3,159	3,400	3,500
10-43-220	Public Notices	4,802	8,440	4,023	3,977	5,000	5,000
10-43-230	Travel and Training	10,148	8,775	14,407	18,572	20,000	20,000
10-43-240	Office Supplies & Expense	9,582	3,142	9,297	7,689	8,000	8,000
10-43-251	Equipment - Oper. Supplies and Maint.	2,437	2,699	3,773	3,684	4,000	4,000
10-43-256	Fuel Expense	0	347	149	87	0	0
10-43-262	General Government Buildings	7,674	5,266	9,241	8,399	7,300	7,500
10-43-270	Utilities	4,402	4,479	7,651	4,415	4,500	4,500
10-43-280	Telephone	13,434	12,862	13,850	15,893	15,000	18,000
10-43-308	Professional & Tech. - I.T.	11,606	11,947	15,209	12,610	18,000	14,000
10-43-309	Professional & Tech. - Auditor	18,985	10,000	10,000	10,000	10,000	10,000
10-43-310	Professional & Tech. - Planner	8,202	8,077	0	0	0	0
10-43-311	Professional & Tech. - Eco Dev/Comm Fd	0	2,190	0	0	0	0
10-43-312	Professional & Tech. - Engineer	12,864	38,598	0	0	0	0
10-43-313	Professional & Tech. - Attorney	24,014	18,638	10,425	16,463	25,000	25,000
10-43-314	Ordinance Codification	1,500	1,580	1,200	3,500	3,000	3,000
10-43-316	Elections	5,153	0	14,311	0	0	16,000
10-43-319	Professional & Tech. - Subd. Reviews	38,957	68,183	0	0	0	0
10-43-329	City Manager Fund	756	1,987	575	2,440	3,000	3,000
10-43-350	Software Maintenance	5,358	10,256	11,360	19,746	12,000	24,000
10-43-510	Insurance & Surety Bonds	39,640	44,782	42,063	43,842	45,000	45,000
10-43-550	Banking Charges	1,726	1,890	2,812	1,876	3,000	3,000
10-43-610	Miscellaneous	3,474	1,186	672	2,175	5,000	5,000

10-43-625	Cash over and short	(15)	229	69	0	0	0
10-43-740	Equipment Purchases	11,627	17,533	4,779	12,000	12,000	27,000
10-43-841	Transfer to Recreation Fund	140,000	87,400	37,500	40,000	40,000	97,500
10-43-910	Transfer to Cap. Proj. Fund	468,000	188,600	8,500	34,000	34,000	0
		<u>1,206,658</u>	<u>874,588</u>	<u>642,575</u>	<u>742,963</u>	<u>800,000</u>	<u>925,000</u>

**PUBLIC SAFETY**

10-54-310	Sheriff's Department <i>Sheriff's office &amp; Narcotics Strike Team</i> Sheriff Contract Davis Metro Narcotics Strike Force	230,000
10-54-311	Animal Control <i>Contracted Services with Davis Animal Control</i>	21,000
10-54-320	Emergency Preparedness	2,000
10-54-321	Liquor Law (Narcotics) <i>Liquor Funds Transferred to County for Enforcement</i>	5,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>PUBLIC SAFETY</b>							
10-54-310	Sheriff's Department	136,938.54	149,961.71	140,114	141,980	145,000	230,000
10-54-311	Animal Control	12,488.46	15,364.20	18,175	19,499	21,000	21,000
10-54-320	Emergency Preparedness	455.00	441.00	0	2,000	2,000	2,000
10-54-321	Liquor Law (Narcotics)	4,063.77	4,550.72	0.00	5,600	5,000	5,000
		153,945.77	170,317.63	158,288.73	169,079	173,000	258,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>PUBLIC SAFETY IMPACT FEE FUND</b>							
<b>Revenue</b>							
29-34-200	Public Safety Impact Fees	7,056	17,920	11,088	10,468	10,000	10,000
	Total Source: 34:	7,056	17,920	11,088	10,468	10,000	10,000
<b>Revenue</b>							
29-37-100	Interest Earnings	214	356	328	500	0	0
	Total Revenue	7,270	18,276	11,416	10,968	10,000	10,000
<b>Contributions and Transfers</b>							
29-39-500	Contribution From Fund Balance	0	16,722	0	0	0	0
	Total Contributions and Transfers	0	16,722	0	0	0	0
<b>Expenditures</b>							
29-40-760	Projects	0	0	0	0	0 *	
29-80-800	Transfer to General Fund	0	34,999	12,416	10,468	10,000 *	10,000
	Total Expenditures	0	34,999	12,416	10,468	10,000	10,000
	Revenue Total	7,270	34,998	11,416	10,968	10,000	10,000
	Expenditure Total	0	34,999	12,416	10,468	10,000	10,000
	Net Total	7,270	(0)	(1,000)	500	0	0

\* Fire Station Bond Payment \$21,900

**FIRE**

10-57-120	Part-time Employee Wages Chief, 3 Captains, Emts & Firefighters - 11 FTE	370,000
10-57-131	Employee Benefit-Employer FICA	29,000
10-57-133	Employee Benefit - Work. Comp.	14,000
10-57-134	Employee Benefit - UI	5,000
10-57-137	Employee Testing	500
10-57-140	Uniforms	12,000
10-57-210	Books, Subscriptions, and Memberships <i>Memberships in Professional Organizations and Subscriptions</i>	2,500
10-57-230	Travel and Training Emt School Fire Certifications & Recertifications Fire Prevention Fire School Miscellaneous	12,000
10-57-240	Office Supplies & Expense <i>Copier Supplies, Postage, and general office supplies</i>	1,000
10-57-250	Equipment Supplies & Maint. <i>Upkeep or repair of equip. and oper. supplies, including fuel and oil (This year includes replacement of 20 Air Pack bottles)</i>	40,000
10-57-256	Fuel Expense	4,000

10-57-260	Building Supplies and Maint. <i>Upkeep of Fire Station</i>	12,000
10-57-270	Utilities <i>Electricity and Natural Gas expenses</i>	5,000
10-57-280	Telecom <i>Cable, air cards and cellphone expenses</i>	5,000
10-57-350	Software Maintenance <i>Software maintenance contracts</i> Caselle Software Image Trend (New NFIRS software & setup)	6,000
10-57-370	Professional & Tech. Services Medical Director UCAN Fees for Radios Dispatch Fees	13,000
10-57-450	Special Public Safety Supplies <i>Supplies purchased which are peculiar to the Fire department.</i> <i>Includes turnouts, hoses, EMT supplies, etc.</i>	25,000
10-57-530	Interest Expense - Bond 28% Fire, 72% Recreation - (Impact Fees when available)	7,000
10-57-550	Banking Charges	500
10-57-620	Health & Wellness Expenses Mandatory baseline testing	1,500
10-57-745	Equipment Costing Over \$500	10,000
10-57-811	Sales Tax Rev Bond - Principal 28% Fire, 72% Recreation	28,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>FIRE</b>							
10-57-120	Part-time Employee Wages	32,952.29	83,845.54	174,139	365,665	352,000	370,000
10-57-131	Employee Benefit-Employer FICA	2,520.90	6,414.48	13,322	26,885	26,900	29,000
10-57-133	Employee Benefit - Work. Comp.	1,814.61	2,487.70	5,860	11,468	12,500	14,000
10-57-134	Employee Benefit - UI	700.00	0.00	1,000	2,000	2,000	5,000
10-57-137	Employee Testing	0.00	649.90	862	260	100	500
10-57-140	Uniforms	0.00	1,580.00	7,798	9,865	10,000	12,000
10-57-210	Books, Subscriptions, and Memberships	379.00	700.00	822	2,100	2,300	2,500
10-57-230	Travel and Training	8,309.82	1,911.77	12,704	11,566	12,200	12,000
10-57-240	Office Supplies & Expense	210.17	2,668.52	1,415	823	1,000	1,000
10-57-250	Equipment Supplies & Maint.	4,070.29	11,601.12	41,559	17,517	32,400	40,000
10-57-256	Fuel Expense	0.00	2,092.01	4,534	5,047	3,100	4,000
10-57-260	Building Supplies and Maint.	0.00	5,852.92	20,573	9,862	12,000	12,000
10-57-270	Utilities	7,364.48	8,440.48	10,911	6,140	5,000	5,000
10-57-280	Telecom	3,209.92	4,770.49	5,691	7,004	6,000	5,000
10-57-350	Software Maintenance	1,253.35	1,043.59	1,008	3,489	3,800	6,000
10-57-370	Professional & Tech. Services	12,908.26	16,751.73	13,078	13,103	13,000	13,000
10-57-450	Special Public Safety Supplies	20,093.59	12,383.28	56,454	55,238	38,700	25,000
10-57-530	Interest Expense - Bond	9,097.70	9,191.06	8,542	7,110	7,200	7,000
10-57-550	Banking Charges	240.52	315.50	267	186	500	500
10-57-620	Health & Wellness Expenses	0.00	89.75	555	0	2,600	1,500
10-57-745	Equipment Costing over \$500	2,047.79	0.00	6,243	0	12,000	10,000
10-57-811	Sales Tax Rev Bond - Principal	22,000	21,840	23,240	24,700	24,700	28,000
		129,173	194,630	410,576	580,027	580,000	603,000

**Planning and Zoning**

10-58-110	Full-time Employee Salaries - 1 FTE Public Works Director and Building Inspector	82,000
10-58-120	Part-time Employee Salaries Planning Commission and Development Co-ordinator 2.9 FTE	33,000
10-58-130	Employee Benefit - Retirement	20,000
10-58-131	Employee Benefit-Employer FICA	9,000
10-58-133	Employee Benefit - Work. Comp.	3,000
10-58-134	Employee Benefit - UI	1,600
10-58-135	Employee Benefit - Health Ins.	10,000
10-58-137	Employee Testing	0
10-58-140	Uniforms <i>1 FTE Public Works Uniform and Cleaning costs</i>	900
10-58-210	Books/Subscriptions/Membership <i>Memberships in Professional Organizations and Subscriptions</i> Building Code books (updated every three years) ICC memberships - National, State & local	1,500
10-58-230	Travel and Training <i>Charges for conferences, educational materials, &amp; employee travel</i> ULCT fall conf - Planning commission Land Use Academy of Utah( LUAU) Utah Land Use Institute Iworx	5,000

10-58-250	Equipment Supplies & Maint. <i>Upkeep or repair of equip. and oper. Supplies</i>	4,000
10-58-255	Vehicle Lease <i>Department share based on FTE</i>	0
10-58-256	Fuel Expense	1,000
10-58-310	Professional & Tech. - Planner (Moved from Administrative Dept.)	12,000
10-58-311	Professional & Tech. - Eco Dev/ Comm Fundraising (Moved from Administrative Dept.)	0
10-58-312	Professional & Tech. - Engineer (Moved from Administrative Dept.)	60,000
10-58-319	Professional & Tech. - Subd. Reviews (Moved from Administrative Dept.)	80,000
10-58-350	Software Maintenance	3,000
10-58-370	Professional & Tech. Services	0
10-58-620	Miscellaneous General Plan Update	2,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>Planning and Zoning</b>							
10-58-110	Full-time Employee Salaries	44,050	46,513	81,077	101,651	112,000	82,000
10-58-120	Part-time Employee Salaries	2,034	0	3,591	15,512	4,000	33,000
10-58-130	Employee Benefit - Retirement	8,997	8,987	15,406	22,564	26,000	20,000
10-58-131	Employee Benefit-Employer FICA	3,412	2,454	6,063	8,874	9,000	9,000
10-58-133	Employee Benefit - Work. Comp.	1,397	851	1,624	2,695	2,700	3,000
10-58-134	Employee - Benefit U.I.	600	0	1,000	1,700	1,700	1,600
10-58-135	Employee Benefit - Health Ins.	3,758	6,831	12,394	16,993	33,000	10,000
10-58-137	Employee Testing	0	0	65	65	0	0
10-58-140	Uniforms	0	0	502	1,234	800	900
10-58-210	Books/Subscriptions/Membership	791	687	600	1,000	1,500	1,500
10-58-230	Travel and Training	1,168	9,048	1,213	2,161	4,700	5,000
10-58-250	Equipment Supplies & Maint.	1,165	168	5,691	6,697	6,000	4,000
10-58-255	Vehicle Lease	2,200	0	8,799	0	0	0
10-58-256	Fuel Expense	0	933	724	991	0	1,000
10-58-280	Telephone	0	0	0	1,250	0	0
10-58-310	Professional & Tech. - Planner	0.00	0.00	13,954	10,320	12,000	12,000
10-58-311	Professional & Tech. - Eco Dev/Comm Fd	0.00	0.00	0	0	0	0
10-58-312	Professional & Tech. - Engineer	0.00	0.00	59,285	65,599	27,000	60,000
10-58-319	Professional & Tech. - Subd. Reviews	0.00	0.00	89,584	65,429	50,000	80,000
10-58-350	Software Maintenance	0	1,200	2,459	2,500	3,000	3,000
10-58-370	Professional & Tech. Services	65	150	1,228	0	600	0
10-58-620	Miscellaneous	1,587	1,246	21	0	0	2,000
10-58-740	Equipment over \$500	0	0	0	0	0	0
		71,223	79,068	305,278	327,234	294,000	328,000

### STREETS

10-60-110	Full-Time Employee Salaries - .65 FTE	39,000
10-60-120	Part-Time Employee Salaries - .77 FTE	21,000
10-60-130	Employee Benefit - Retirement	10,000
10-60-131	Employee Benefit-Employer FICA	4,500
10-60-133	Employee Benefit - Work. Comp.	1,700
10-60-134	Employee Benefit - UI	800
10-60-135	Employee Benefit - Health Ins.	10,000
10-60-137	Employee Testing	0
10-60-140	Uniforms <i>1 FTE Public Works Uniform and Cleaning costs</i>	900
10-60-230	Travel and Training <i>Charges for conferences, educational materials, &amp; employee travel</i> Road School Misc.	2,000
10-60-250	Equipment Supplies & Maint. <i>Upkeep or repair of equip. and oper. Supplies</i>	17,000
10-60-255	Vehicle Lease <i>Department share based on FTE</i>	0
10-60-256	Fuel Expense	5,000
10-60-260	Buildings & Grounds - Shop	10,000

*33% of Shop building and grounds maintenance*

10-60-271	Utilities - Street Lights <i>Power &amp; Repair</i>	50,000
10-60-312	Professional & Tech. - Engineer New Development	30,000
10-60-350	Software Maintenance <i>Software maintenance contracts</i>	3,000
10-60-370	Professional & Tech. Services Other	1,000
10-60-410	Special Highway Supplies Sweeping (3 times a year) Barricades Repairs	15,000
10-60-411	Snow Removal	35,000
10-60-420	Weed Control	2,000
10-60-422	Crosswalk/Street Painting	5,000
10-60-424	Curb, Gutter and Sidewalk Restoration	0
10-60-550	Banking Charges <i>Bank charges and fees and credit card transaction fees</i>	500
10-60-745	Equipment	0

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>STREETS</b>							
10-60-110	Full-Time Employee Salaries	18,009	16,637	43,228	43,359	40,000	39,000
10-60-120	Part-Time Employee Salaries	10,506	10,458	11,356	18,573	19,000	21,000
10-60-130	Employee Benefit - Retirement	3,574	3,246	8,624	8,250	10,000	10,000
10-60-131	Employee Benefit-Employer FICA	2,149	2,050	4,076	4,590	4,400	4,500
10-60-133	Employee Benefit - Work. Comp.	1,271	726	1,351	1,639	1,700	1,700
10-60-134	Employee Benefit - UI	800	0	900	800	800	800
10-60-135	Employee Benefit - Health Ins.	910	284	6,834	8,504	13,000	10,000
10-60-137	Employee Testing	0	399	385	150	0	0
10-60-140	Uniforms	2,202	772	1,159	948	900	1,000
10-60-230	Travel and Training	0	1,049	881	953	1,800	2,000
10-60-250	Equipment Supplies & Maint.	16,713	17,689	18,535	15,217	17,000	17,000
10-60-255	Vehicle Lease	2,200	1,057	8,799	0	0	0
10-60-256	Fuel Expense	0	973	2,728	2,093	5,000	5,000
10-60-260	Buildings & Grounds - Shop	11,339	5,633	7,416	5,007	10,000	10,000
10-60-271	Utilities - Street Lights	39,785	46,598	51,430	34,742	43,000	50,000
10-60-312	Professional & Tech. - Engineer	28,881	20,499	32,235	30,303	10,000	30,000
10-60-350	Software Maintenance	2,450	451	891	1,239	3,000	3,000
10-60-370	Professional & Tech. Services	3,070	2,262	531	650	5,000	1,000
10-60-410	Special Highway Supplies	16,115	16,620	9,893	15,286	25,000	15,000
10-60-411	Snow Removal	0	0	23,012	27,662	30,000	35,000
10-60-420	Weed Control	0	1,712	11	1,000	4,000	2,500
10-60-422	Crosswalk/Street Painting	3,797	0	4,645	3,000	5,000	5,000
10-60-424	Curb & Gutter Restoration	20,309	15,000	0	0	0	0
10-60-550	Banking Charges	240	316	267	236	400	500
10-60-745	Equipment	0	0	0	0	0	0
		184,320	164,431	239,187	224,200	249,000	264,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>ROAD IMPACT FEE FUND</b>							
<b>Revenue</b>							
24-37-100	Interest Earnings	1,248	2,322	4,036	1,100	0	0
24-37-200	Road Impact Fees	40,687	28,321	60,632	71,903	40,000	40,000
	Total Revenue	41,935	30,643	64,668	73,003	40,000	40,000
<b>Contributions and Transfers</b>							
24-39-500	Contribution From Fund Balance	0	0	0	210,000	210,000	210,000
	Total Contributions and Transfers	0	0	0	210,000	210,000	210,000
<b>Expenditures</b>							
24-40-760	Projects	0	42,298	24,011	250,000	250,000	250,000
24-40-799	Facilities	0	0	0	0	0	0
	Total Expenditures	0	42,298	24,011	250,000	250,000	250,000
	Road Impact Fee Fund Revenue Total	41,935	30,643	64,668	283,003	250,000	250,000
	Road Impact Fee Fund Expenditure Total	0	42,298	24,011	250,000	250,000	250,000
	Net Road Impact Fee Fund	41,935	(11,655)	40,657	33,003	0	0
	South Bench Drive - Phase 1						

**PARKS**

10-70-110	Full-Time Employee Salaries - 1.65 FTE	55,000
10-70-120	Part-time Employee Salaries - .3 FTE	16,000
10-70-130	Employee Benefit - Retirement	14,000
10-70-131	Employee Benefit-Employer FICA	6,000
10-70-133	Employee Benefit - Work. Comp.	3,000
10-70-134	Employee Benefit - UI	2,000
10-70-135	Employee Benefit - Health Ins.	33,000
10-70-137	Employee Testing	0
10-70-140	Uniforms <i>Uniform and Cleaning costs</i>	1,600
10-70-230	Travel & Training <i>Charges for conferences, educational materials, &amp; employee travel</i> Playground Equipment Certification (URPA) Utah Recreation & Parks Assoc. Conference Sod Classes	2,500
10-70-250	Equipment Supplies & Maint. <i>Upkeep or repair of equipment and operating supplies</i>	9,000
10-70-255	Vehicle Lease <i>Department share based on FTE</i>	0
10-70-256	Fuel Expense	5,000

10-70-260	Buildings & Grounds - Shop <i>33% of Shop building and grounds improvements</i>	10,000
10-70-261	Grounds Supplies & Maintenance <i>Upkeep and repair of park grounds and structures</i>	35,000
10-70-270	Utilities <i>Electricity and Secondary Water expenses</i> Electricity Water	8,000
10-70-312	Professional & Tech. - Engineer	20,000
10-70-350	Software Maintenance <i>Software maintenance contracts</i>	600
10-70-430	Trees and Beautification	2,000
10-70-435	Safety Incentive Program	0
10-70-550	Banking Charges <i>Bank charges and fees and credit card transaction fees</i>	400
10-70-625	UTA Park and Ride <i>Dumpsters and trash removal, lights, snow removal and repairs</i>	15,700
10-70-740	Equipment Purchases Trailer	1,300
23-40-760	<b>IMPACT FEE FUND</b> Projects Canyon Meadows Park - Stub Utilities for 2nd Ball Diamond Canyon Meadows Park - Additions Canyon Meadows Park - Phase 2 construction drawings	145,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>PARKS</b>							
10-70-110	Full-Time Employee Salaries	47,467.35	38,858.76	54,270	55,989	49,000	55,000
10-70-120	Part-time Employee Salaries	8,175.34	7,966.79	6,684	3,040	14,000	16,000
10-70-130	Employee Benefit - Retirement	7,191.52	9,025.34	10,367	10,572	10,900	14,000
10-70-131	Employee Benefit-Employer FICA	4,229.94	3,517.56	4,568	4,602	5,200	6,000
10-70-133	Employee Benefit - Work. Comp.	2,641.73	1,178.35	1,683	1,551	2,000	3,000
10-70-134	Employee Benefit - UI	900.00	0.00	800	1,000	1,000	2,000
10-70-135	Employee Benefit - Health Ins.	11,702.59	6,633.24	10,786	18,411	22,000	33,000
10-70-137	Employee Testing	0.00	388.80	146	406	0	0
10-70-140	Uniforms	0	0	1,232	2,050	1,600	1,600
10-70-230	Travel & Training	500.00	0.00	560	1,052	1,800	2,500
10-70-250	Equipment Supplies & Maint.	14,449.62	7,387.70	10,324	10,891	9,000	9,000
10-70-255	Vehicle Lease	4,500.00	1,056.99	0	0	0	0
10-70-256	Fuel Expense	0.00	3,712.61	6,445	3,379	4,000	5,000
10-70-260	Buildings & Grounds - Shop	1,007.51	5,746.73	217	200	10,000	10,000
10-70-261	Grounds Supplies & Maintenance	20,522.13	14,073.29	16,978	27,126	19,000	35,000
10-70-270	Utilities	3,496.84	4,127.64	12,821	5,303	8,000	8,000
10-70-280	Telephone	0.00	0.00	0	342	0	0
10-70-312	Professional & Tech. - Engineer	0	0	13,085	14,111	34,000	20,000
10-70-350	Software Maintenance	458.35	451.10	523	639	600	600
10-70-430	Trees and Beautification	1,909.21	47.40	7,516	1,000	5,000	2,000
10-70-435	Safety Incentive Program	0.00	0.00	0	0	0	0
10-70-550	Banking Charges	240.57	315.50	267	206	400	300
10-70-625	UTA Park and Ride	12,986.66	25,938.00	10,891	17,759	15,500	15,700
10-70-740	Equipment Purchases	0.00		0.00	20,518	40,000	1,300
		142,379	130,426	170,162	200,148	253,000	240,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017 - 18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>PARK IMPACT FEE FUND</b>							
<b>Revenue</b>							
23-37-100	Interest Earnings	685	601	1,744	1,000	1,000	1,000
23-37-200	Park Impact Fees	35,088	20,117	130,707	177,740	80,000	80,000
	<b>Total Revenue</b>	<b>35,773</b>	<b>20,718</b>	<b>132,450</b>	<b>178,740</b>	<b>81,000</b>	<b>81,000</b>
<b>Contributions and Transfers</b>							
23-39-500	Contribution From Fund Balance	0		0	80,000	79,000	79,000
	<b>Total Contributions and Transfers</b>	<b>0</b>			<b>80,000</b>	<b>79,000</b>	<b>79,000</b>
<b>Expenditures</b>							
23-40-250	Equipment	0		0	0	0	0
23-40-760	Projects *	89,288	25,989	2,996	160,000	160,000	160,000
	<b>Total Expenditures</b>	<b>89,288</b>	<b>25,989</b>	<b>2,996</b>	<b>160,000</b>	<b>160,000</b>	<b>160,000</b>
	<b>Park Impact Fee Fund Revenue Total</b>	<b>35,773</b>	<b>20,718</b>	<b>132,450</b>	<b>258,740</b>	<b>160,000</b>	<b>160,000</b>
	<b>Park Impact Fee Fund Expenditure Total</b>	<b>89,288</b>	<b>25,989</b>	<b>2,996</b>	<b>160,000</b>	<b>160,000</b>	<b>160,000</b>
	<b>Net Total Park Impact Fee Fund</b>	<b>(53,515)</b>	<b>(5,271)</b>	<b>129,455</b>	<b>98,740</b>	<b>0</b>	<b>0</b>

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>CAPITAL PROJECTS</b>							
<b>REVENUES</b>							
<b>45-30-300</b>	Sales Tax	0	0	0	192,000	21,000	180,000
45-33-400	State Grants	0	0	0	445,250	445,250	0
45-34-440	Contributions	0	0	0	571,000	571,000	827,000
45-34-445	Contributions - Restricted	1,228	595	79	0	0	0
45-36-100	Interest Income	7,764	15,675	18,132	8,000	6,000	8,000
45-36-110	Gain on Sale of Assets	0	0	0	1,750	0	0
45-39-389	Fund Balance to be Appropriated	0	0	0	710,000	882,750	615,000
45-39-470	Transfer from General Fund	468,000	438,600	8,500	0	0	0
45-39-800	Transfer from Impact Fees	0	47,020	22,623	410,000	410,000	395,000
45-39-810	Transfer from Class "C"	0	0	0	300,000	300,000	500,000
		476,992	501,890	49,334	2,638,000	2,636,000	2,525,000

250,000 Road Impact  
145,000 Park Impact

### CAPITAL PROJECTS

45-57-720	Fire -Buildings		30,000
	New Roof on Fire Station	30,000	
45-60-720	Streets - Building		800,000
	Land Acquisition - New PW Facility	800,000	
45-60-730	Streets - Improvements Other Than Buildings		1,391,000
	South Bench Dr - Phase 1A	685,000	
	South Bench Dr - Phase 1B	135,000	
	South Bench Dr - Phase 1A - Developer Portion	549,000	
	South Bench Dr - Phase 1B - Developer Portion	22,000	
	Safety Sidewalks - South Weber Drive	0	
45-60-740	Streets - Purchase of Equipment		34,000
	Pick-up truck	34,000	
45-70-730	Parks - Improvements Other than Buildings		145,000
	Canyon Meadows Park - Stub Utilities for 2nd Ball Diamond	10,000	
	Canyon Meadows Park Project	120,000	
	Canyon Meadows Park - Phase 2 construction drawings	15,000	
45-70-740	Parks - Purchase of Equipment		125,000
	Mower	25,000	

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>CAPITAL PROJECTS</b>							
45-40-740	General Capital Expenditures	179	0	0	0	0	0
45-43-740	Administrative - Purchase of Equipment	15,005	0	0	10,950	11,000	0
45-57-740	Fire - Purchase of Equipment	0	0	274,094	270,009	273,000	30,000
45-60-720	Streets - Buildings	0	1,902	5,050	0	0	800,000
45-60-710	Streets - Land	0	0	0	2,129	0	0
45-60-730	Streets - Improvements Other than Bldgs.	22,020	43,245	571,469	1,656,495	1,662,000	1,391,000
45-60-740	Streets - Purchase of Equipment	141,113	13,547	0	300,000	300,000	34,000
45-70-730	Parks - Improvements Other than Buildings	133,541	81,730	36,215	189,662	190,000	145,000
45-70-740	Parks - Purchase of Equipment	7,251	34,000	0	95,245	200,000	125,000
45-90-850	Transfer to Transportation Utility Fund	0	0	0	0	0	0
	Contribution to Fund Balance				0	0	0
		319,108	174,424	886,827	2,524,489	2,636,000	2,525,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>RECREATION</b>							
<b>RECREATION REVENUE</b>							
20-34-720	Rental - Activity Center	20,473	5,650	9,322	9,986	8,000	10,000
20-34-750	Recreation Fees	41,430	41,639	0	0	0	0
20-34-751	Membership Fees	22,421	18,963	20,873	18,386	18,000	20,000
20-34-752	Competition Basketball	0	18,760	17,244	4,615	17,000	17,000
20-34-753	Misc. Revenue	1,922	835	2,179	2,109	0	1,000
20-34-754	Competition Baseball	0	0	580	300	0	0
20-34-755	Basketball	0	0	13,381	14,164	14,000	14,000
20-34-756	Baseball & Softball	0	0	10,363	7,600	7,500	7,500
20-34-757	Soccer	0	0	10,891	11,155	8,000	8,000
20-34-758	Flag Football	0	0	3,940	4,641	4,000	4,500
20-34-759	Volleyball	0	0	1,660	1,065	2,000	2,000
20-34-841	Gravel Pit Fees	51,401	32,887	23,417	66,874	50,000	55,000
20-36-895	Rental of Uniforms and Equip	0	1,500	0	0	1,500	1,500
Total Recreation Fee Revenue:		136,417	120,234	113,850	140,895	130,000	140,500
20-37-100	Interest Earnings	1,963	3,411	6,185	2,500	2,000	3,000
<b>Contributions &amp; Transfers</b>							
20-39-470	Transfer from General Fund	140,000	87,400	37,500	40,000	40,000	97,500
20-39-800	Transfer from Recreation Impact Fees	0	141,143	677	66,000	66,000	66,000
	Contribution from Fund Balance				60,000	67,000	4,000
Total Contributions & Transfers:		140,000	228,543	38,177	166,000	173,000	167,500
Total Fund Revenues		278,379	352,188	158,211	309,395	305,000	311,000

**RECREATION FUND**

**RECREATION EXPENDITURES**

20-71-110	Full-time Salaries <i>Recreation Director</i>	54,000
20-71-120	Part-time Salaries - 1.6 FTE <i>5 Employees</i>	51,000
20-71-130	Employee Benefit - Retirement	11,000
20-71-131	Employee Benefit-Employer FICA	8,000
20-71-133	Employee Benefit - Work. Comp.	2,000
20-71-134	Employee Benefit - UI	2,000
20-71-135	Employee Benefit - Health Ins.	11,000
20-71-137	Employee Testing	200
20-71-230	Travel and Training <i>Charges for conferences, educational materials, &amp; employee travel</i> Utah Rec & Parks Association Conference ULCT Conferences Other	1,500
20-71-240	Office Supplies and Expense <i>Copier Supplies, Postage, and general office supplies</i>	1,000
20-71-241	Materials & Supplies <i>Towel Service</i>	2,000
20-71-250	Equipment Supplies & Maint.	1,000

*Upkeep or repair of equipment and operating supplies*  
Weight Equipment

20-71-256	Fuel Expense	200
20-71-262	General Government Buildings <i>Upkeep of building and floor resurfacing</i>	4,000
20-71-270	Utilities <i>Electricity and Natural Gas expenses</i>	7,000
20-71-280	Telephone	4,000
20-71-331	Community Events Daddy/Daughter Halloween	1,500
20-71-350	Software Maintenance <i>Software maintenance contracts</i>	700
20-71-480	Basketball <i>Jr. Jazz program - 300 participants</i>	11,500
20-71-481	Baseball & Softball <i>T-ball, Coach Pitch, Machine Pitch, baseball &amp; softball - 250 participants</i>	7,000
20-71-482	Soccer <i>Pre-kindergarten to 4th grade; 300 participants</i>	4,500
20-71-483	Flag Football <i>1st to 9th grade, co-educational - 110 participants</i>	3,000
20-71-484	Volleyball <i>Girls 3rd to 9th grade - 70 participants</i>	2,000
20-71-485	Summer Fun <i>Citizen participation at Roy City Aquatics Center - 1200 participants</i>	2,000
20-71-486	Sr Luncheon <i>Held 6 times a year - 21 Participant per luncheon</i>	1,500

20-71-488	Competition Basketball	9,000
20-71-489	Competition Baseball	300
20-71-530	Interest Expense - Bond 28% Fire, 72% Recreation	17,000
20-71-550	Banking Charges <i>Bank charges and fees and credit card transaction fees</i>	800
20-71-610	Miscellaneous	800
20-71-625	Cash Over and Short	0
20-71-740	Equipment Replace 2 TVs	1,000
20-71-811	Sales Tax Rev Bond - Principal 28% Fire, 72% Recreation	72,000
20-71-900	Increase in Fund Balance	0
20-71-915	Transfer to Admin Svcs	16,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>RECREATION</b>							
20-71-110	Full-Time Employee Salaries	49,769	47,265	47,974	51,319	52,000	54,000
20-71-120	Part-time Employees Salaries	35,888	36,270	37,695	34,415	51,000	51,000
20-71-130	Employee Benefit - Retirement	9,026	8,968	9,098	9,616	11,000	11,000
20-71-131	Employee Benefit-Employer FICA	6,394	6,277	6,461	6,218	7,800	8,000
20-71-133	Employee Benefit - Work. Comp.	2,557	1,714	1,696	2,032	2,400	2,000
20-71-134	Employee Benefit - Unemployment Ins.	2,100	0	1,300	1,500	1,500	2,000
20-71-135	Employee Benefit - Health Ins.	7,479	8,127	8,399	9,592	9,300	11,000
20-71-137	Employee Testing	0	266	356	486	0	200
20-71-230	Travel and training	24	1,060	720	1,014	1,500	1,500
20-71-240	Office Supplies and Expense	411	490	623	628	1,000	1,000
20-71-241	Materials & Supplies	2,407	1,156	1,128	1,749	2,000	2,000
20-71-250	Equipment Supplies & Maint.	207	163	472	931	1,000	1,000
20-71-256	Fuel Expense	0	146	308	308	100	200
20-71-262	General Government Buildings	427	1,499	1,907	3,830	4,000	4,000
20-71-270	Utilities	5,031	4,337	8,416	5,588	6,000	7,000
20-71-280	Telephone	2,928	2,899	3,316	3,482	3,500	4,000
20-71-331	Community Events	1,326	1,351	1,442	1,192	1,500	1,500
20-71-340	Program Officials	13,012	14,294	0	0	0	0
20-71-350	Software Maintenance	458	451	1,008	639	600	700
20-71-480	Basketball	6,337	7,686	10,686	10,852	11,500	11,000
20-71-481	Baseball & Softball	6,206	5,210	6,225	6,318	7,000	7,000
20-71-482	Soccer	3,688	4,176	3,419	4,105	4,500	4,500
20-71-483	Flag Football	1,789	2,349	2,221	2,967	3,300	3,000
20-71-484	Volleyball	1,071	1,388	1,185	935	2,000	2,000
20-71-485	Summer Fun	1,047	339	700	2,663	2,000	2,000
20-71-486	Sr Luncheon	1,005	1,445	1,434	1,425	1,500	1,500
20-71-487	Knight's Football	5,659	3,432	0	0	0	0
20-71-488	Competition Basketball	0	0	8,192	8,921	9,000	9,000
20-71-489	Competition Baseball	0	0	197	100	300	300
20-71-491	Fly Fishing	0	0	0	0	0	1,000
20-71-530	Interest Expense	26,044	23,634	21,966	24,283	24,700	17,000
20-71-550	Banking Charges	241	316	898	749	800	800
20-71-610	Miscellaneous	1,054	944	1,106	328	800	800

20-71-625	Cash Over and Short	(4)	8	(15)	0	0	0
20-71-740	Equipment	2,230	6,186	962	521	1,000	1,000
20-71-811	Sales Tax Rev Bond - Principal	56,000	56,160	59,760	64,900	64,900	72,000
20-71-900	Increase in Fund Balance	0	0	0	0	0	0
20-71-915	Transfer to Admin Svs	0	0	19,500	15,500	15,500	16,000
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		251,810	250,007	270,757	279,303	305,000	311,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>RECREATION IMPACT FEE FUND</b>							
<b>Revenue</b>							
27-34-200	Recreation Impact Fees	33,360	19,730	73,392	60,356	65,000	65,000
	Total Source: 34:	33,360	19,730	73,392	60,356	65,000	65,000
27-37-100	Interest Earnings	824	1,347	1,581	1,813	1,000	1,000
	Total Revenue	34,184	21,077	74,973	62,169	66,000	66,000
<b>Contributions and Transfers</b>							
27-39-470	Transfer From Recreation Fund	0	0	0	0	0	0
27-39-500	Contribution From Fund Balance	0	0	0	17,173	0	0
	Total Contributions and Transfers	0	0	0	17,173	0	0
<b>Expenditures</b>							
27-40-760	Projects	0	0	69,800	0	0	0
27-80-800	Transfers	0	149,543	0	79,000	66,000	66,000
27-40-799	Facilities	0	0	0	0		
	Total Expenditures	0	149,543	69,800	79,000	66,000	66,000
	Recreation Impact Fee Fun Revenue Total	34,184	21,077	74,973	79,342	66,000	66,000
	Recreation Impact Fee Fund Expenditure Total	0	149,543	69,800	79,000	66,000	66,000
	Net Total Park Impact Fee Fund	34,184	(128,467)	5,173	342	0	0

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>WATER UTILITY FUND</b>							
<b>WATER UTILITIES REVENUE</b>							
51-37-100	Water Sales	1,040,445	1,050,259	1,068,384	1,452,036	1,580,000	1,500,000
51-37-105	Water Connection Fee	14,575	12,807	23,296	25,275	15,000	16,000
51-37-130	Penalties	16,531	48,036	44,505	39,540	46,000	39,000
	Total Water Utilities Revenue:	1,071,551	1,111,102	1,136,184	1,516,851	1,641,000	1,555,000
<b>MISCELLANEOUS</b>							
51-36-100	Interest Earnings	14,916	11,896	24,148	15,000	12,000	15,000
51-36-300	Sundry Revenues	0	2,088	3,475	2,725	0	0
51-38-920	Gain Loss Sale of Assets	(72,370)	0	0	0	20,000	0
	Total Miscellaneous	(57,455)	13,984	27,623	17,725	32,000	15,000
<b>CONTRIBUTIONS AND TRANSFERS</b>							
51-38-820	Transfer from Water Impact Fd	75,000	302,904	107,365	100,000	150,000	110,000
51-38-910	Capital Contributions	0	0	165,523	20,000	20,000	20,000
51-39-500	Contribution from Fund Balance	0	0	0	800,000	749,000	989,000
	Total Contributions and Transfers:	75,000	302,904	272,888	920,000	919,000	1,119,000
		1,089,097	1,427,991	1,436,695	2,454,576	2,592,000	2,689,000

**WATER UTILITY**

51-40-110	Full-Time Employee Salaries - 1.95 FTE	96,000
51-40-105	Part-time Employee Salaries	0
51-40-130	Employee Benefit - Retirement	23,000
51-40-131	Employee Benefit-Employer FICA	8,000
51-40-133	Employee Benefit - Work. Comp.	3,000
51-40-134	Employee Benefit - UI	1,400
51-40-135	Employee Benefit - Health Ins.	36,000
51-40-140	Uniforms <i>1 FTE Public Works Uniform and Cleaning costs</i>	900
51-40-210	Books/Subscriptions/Membership <i>Memberships in Professional Organizations and Subscriptions</i> Rural Water Users of Utah APWA AWWA	1,600  1200 50 350
51-40-230	Travel <i>Charges for conferences, educational materials, &amp; employee travel</i> Rural Water Conference Backflow Technician Certification Other local classes	1,500
51-40-240	Office Supplies & Expense <i>Copier Supplies, Postage, and general office supplies</i>	1,800

51-40-250	Equipment Supplies & Maint. <i>Upkeep or repair of equip. and oper. Supplies</i> Includes lease of mini excavator	25,000
51-40-255	Vehicle Lease	0
51-40-256	Fuel Expense	2,000
51-40-260	Buildings & Grounds <i>33% of Shop building and grounds maintenance</i>	10,000
51-40-270	Water - Power & Pumping	24,000
51-40-280	Telephone and wireless	2,000
51-40-311	Professional/Technical <i>Bond disclosure preparation and submission</i>	2,300
51-40-312	Professional/Technical-Engineering <i>Engineering Services including GIS</i>	70,000
51-40-315	Professional/Technical - Auditor	0
51-40-350	Software Maintenance <i>Software maintenance contracts</i> Master Meter IWorq Caselle Win-911 LogMeIn	7,000
51-40-370	Utility Billing Services <i>% of services associated with the billing and collection of utility accounts</i>	11,000
51-40-480	Special Water Supplies <i>Testing supplies and costs to insure water quality</i>	7,000

Chemtech-Ford  
Davis County Health

51-40-481	Water Purchases <i>Culinary water purchased from Weber Basin</i>		313,000
51-40-485	Fire Hydrant Update <i>Replace 6 per year for the next 3 years.</i>		50,000
51-40-490	Water O & M Charge <i>Water system supplies and maintenance.</i>		74,000
51-40-530	Interest Expense <i>Interest payment on Bond</i>		120,600
51-40-550	Banking Charges <i>Bank charges and fees and credit card transaction fees</i>		7,000
51-40-650	Depreciation		235,000
51-40-720	Meter Replacements <i>Replace 200 meters</i>		50,000
51-40-811	Bond - Principal <i>Principal payment on bond</i>		95,000
51-80-512	Contributions		0
51-40-730	Improvements other than Buildings		1,055,000
	West Bench Tank Rehabilitation	475,000	
	South Bench Dr - Phase 1	60,000	
	South Bench Dr - Phase 1 - Developer Portion	20,000	
	Job Corp	200,000	
	Upsize to 8" lines	300,000	
51-40-740	Equipment		250,000
	Metering and SCADA	250000	
51-40-750	Vehicles		45,000

51-40-900	Contribution to Fund Balance	0
51-40-915	Transfer to Admin Svs	61,000
	Transfer to Reserve for Replacement	0
	Each year an amount equal to 2X depreciation is restricted on the balance for future replacement of the existing water system.	

**WATER IMPACT FEE FUND**

Bond Payment

2,689,100

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>WATER</b>							
51-40-110	Full-Time Employee Salaries	140,513	125,619	88,699	94,558	83,000	96,000
51-40-105	Part-time Employee Salaries	10,566	2,627	0	0	0	0
51-40-130	Employee Benefit - Retirement	25,008	31,180	18,804	18,341	20,000	23,000
51-40-131	Employee Benefit-Employer FICA	11,070	9,574	8,201	7,095	6,300	8,000
51-40-133	Employee Benefit - Work. Comp.	4,024	2,428	2,298	2,658	2,600	3,000
51-40-134	Employee Benefit - UI	2,000	0	1,000	1,200	1,200	1,400
51-40-135	Employee Benefit - Health Ins.	20,257	14,842	20,867	24,974 *	37,000	36,000
51-40-137	Employee Testing	0	0	0	300	0	0
51-40-140	Uniforms	3,125	512	674	734	900	900
51-40-210	Books/Subscriptions/Membership	1,075	0	2,360	1,460	1,500	1,600
51-40-230	Travel	1,451	1,682	2,077	2,137	3,500	1,500
51-40-240	Office Supplies & Expense	1,892	1,219	1,789	854	1,900	1,800
51-40-250	Equipment Supplies & Maint.	8,535	10,002	8,725	10,462	25,000	25,000
51-40-255	Vehicle Lease	6,500	0	0	0	0	0
51-40-256	Fuel Expense	0	1,987	2,050	3,070	2,000	2,000
51-40-260	Buildings & Grounds	0	25	0	0	10,000	10,000
51-40-270	Water - Power & Pumping	23,661	19,875	17,289	19,494	24,000	24,000
51-40-280	Telephone and wireless	2,339	2,169	2,352	2,321	2,000	2,000
51-40-311	Professional/Technical	2,250	1,500	86,298	2,000	2,300	2,200
51-40-312	Professional/Technical-Engineering	28,725	60,436	25,015	24,777	70,000	70,000
51-40-350	Software Maintenance	8,407	5,193	4,924	5,835	7,000	7,000
51-40-370	Utility Billing Services	10,516	10,004	10,766	10,412	11,000	11,000
51-40-480	Special Water Supplies	1,614	2,541	10,449	5,021	5,000	7,000
51-40-481	Water Purchases	250,778	252,619	262,416	296,676	295,000	313,000
51-40-485	Fire Hydrant Update	40,939	34,140	51,539	0	50,000	50,000
51-40-490	Water O & M Charge	71,270	72,225	91,741	57,912	74,000	74,000
51-40-530	Interest Expense	141,947	131,756	114,531	119,827	120,600	120,600
51-40-550	Banking Charges	4,256	4,574	4,868	3,560	7,000	7,000
51-40-650	Depreciation	203,666	207,439	203,522	235,000	235,000	235,000
51-40-720	Meter Replacements	51,634	44,275	40,736	39,848	50,000	50,000
51-40-811	Bond - Principal	75,000	0	85,000	95,000	95,000	95,000

51-40-730	Improv. Other than Buildings	0	56,817	5,116	417,835	680,000	1,055,000
51-40-740	Equipment	0	0	35,531	90,750	95,000	250,000
51-40-750	Vehicles	0	0	0	20,000	45,000	45,000
51-40-900	Contribution to fund balance	0	0	0	0	0	0
51-40-915	Transfer to Admin Svs	0	0	68,900	59,200	59,200	61,000
	Transfer to Reserve for Replacement	0	0	0	470,000	470,000	0
		<u>1,153,019</u>	<u>1,107,261</u>	<u>1,278,539</u>	<u>2,143,309</u>	<u>2,592,000</u>	<u>2,689,000</u>

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017 - 18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>WATER IMPACT FEE FUND</b>							
<b>Revenue</b>							
26-37-100	Interest Earnings	3,192	3,170	2,816	1,000	1,000	1,000
26-37-200	Water Impact Fees	85,147	54,640	104,126	134,009	80,000	100,000
	Total Revenue	88,339	57,810	106,942	135,009	81,000	101,000
<b>Contributions and Transfers</b>							
26-39-500	Contribution From Fund Balance	0	0	0	69,000	69,000	69,000
<b>Expenditures</b>							
26-40-760	Projects	23,613	4,565	0	0	0	0
26-40-799	Facilities		0	0	0	0	0
26-80-800	Transfers	217,088	302,904	57,269	150,000	150,000	150,000
	Water Impact Fee Fund Revenue Total	88,339	57,810	106,942	204,009	150,000	170,000
	Water Impact Fee Fund Expenditure Total	240,701	307,469	57,269	150,000	150,000	170,000
	Net Total Water Impact Fee Fund	-152,362	-249,658	49,673	54,009	0	0

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>SEWER UTILITY FUND</b>							
<b>MISCELLANEOUS REVENUE</b>							
52-36-100	Interest Earnings	8,916	19,686	32,051	14,000	13,000	25,000
	Total Miscellaneous Revenue:	8,916	19,686	32,051	14,000	13,000	25,000
<b>SEWER UTILITIES REVENUE</b>							
52-37-300	Sewer Sales	838,783	862,467	885,324	902,189	870,000	900,000
52-37-360	CWDIS 5% Retainage	6,316	4,316	10,265	12,016	7,000	10,000
	Total Sewer Utilities Revenue:	845,099	866,783	895,589	914,205	877,000	910,000
<b>CONTRIBUTIONS &amp; TRANSFERS</b>							
52-38-820	Transfer from Sewer Impact	425,000	77,291	124,967	250,000	250,000	150,000
52-38-910	Capital Contributions	230,000	30,000	193,960	18,000	18,000	18,000
52-38-920	Gain Loss Sale of Assets	(4,170)	0	0	0	0	
52-39-500	Contribution from Fund Balance	0	0	0	700,000	761,800	858,000
	Total Contributions:	650,830	107,291	318,927	968,000	1,029,800	1,026,000
		1,504,845	993,759	1,246,566	1,896,205	1,919,800	1,961,000

## SEWER UTILITY

### EXPENDITURES

52-40-110	Full-Time Employee Salaries - .8 FTE	44,000
52-40-105	Part-time Employee Salaries	0
52-40-130	Employee Benefit - Retirement	11,000
52-40-131	Employee Benefit-Employer FICA	4,000
52-40-133	Employee Benefit - Work. Comp.	2,000
52-40-134	Employee Benefit - UI	1,000
52-40-135	Employee Benefit - Health Ins.	14,000
52-40-140	Uniforms <i>.5 FTE Public Works Uniform and Cleaning costs</i>	900
52-40-230	Travel and Training <i>Charges for conferences, educational materials, &amp; employee travel</i>	3,000
52-40-240	Office Supplies & Expense <i>Copier Supplies, Postage, and general office supplies</i>	1,000
52-40-250	Equipment Supplies & Maint. <i>Upkeep or repair of equip. and oper. supplies, including pump repair</i>	5,000
52-40-255	Vehicle Lease	0
52-40-270	Sewer - Power & Pumping	500
52-40-312	Professional/Technical-Engineering	6,000

52-40-350	Software Maintenance <i>Software maintenance contracts Caselle</i>	2,000	2,000
52-40-370	Utility Billing Services <i>% of services associated with the billing and collection of utility accounts</i>		7,000
52-40-490	Sewer O & M Charge <i>Sewer system supplies and maintenance. (includes one-time purchase of 5 meters @\$6,000/each)</i>		60,000
52-40-491	Sewer Treatment Fee <i>Central Weber Sewer Improvement District charges - 4% increase</i>		460,000
52-40-550	Banking Charges <i>Bank charges and fees and credit card transaction fees</i>		4,000
52-40-650	Depreciation		130,000
52-40-690	Projects		958,000
	Upsize Trunk line in CottonWood Cove	940,000	
	South Bench Dr - Phase 1 - Developer Portion	18,000	
52-40-915	Transfer to Admin Svcs		41,600
	Transfer to Reserve for Replacement Each year an amount equal to 2X depreciation is restricted on the balance for future replacement of the existing water system.		206,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>SEWER UTILITY</b>							
52-40-110	Full-Time Employee Salaries	84,392	71,889	46,272	44,053	48,000	44,000
52-40-105	Part-time Employee Salaries	5,769	2,233	0	0	0	0
52-40-130	Employee Benefit - Retirement	14,837	18,258	11,302	8,455	8,000	11,000
52-40-131	Employee Benefit-Employer FICA	6,653	5,518	5,069	3,548	3,000	4,000
52-40-133	Employee Benefit - Work. Comp.	2,193	1,282	1,266	1,049	1,000	2,000
52-40-134	Employee Benefit - UI	1,500	0	500	500	500	1,000
52-40-135	Employee Benefit - Health Ins.	14,392	10,774	9,903	7,796	11,500	14,000
52-40-140	Uniforms	2,202	407	233	467	900	900
52-40-230	Travel and Training	0	230	260	1,725	2,000	3,000
52-40-240	Office Supplies & Expense	1,043	1,027	1,112	754	1,000	1,000
52-40-250	Equipment Supplies & Maint.	1,347	37	4,401	3,761	5,000	5,000
52-40-255	Vehicle Lease	4,400	0	0	0	0	0
52-40-270	Sewer - Power & Pumping	400	492	476	397	500	500
52-40-312	Professional/Technical-Engin	3,020	4,337	9,630	7,334	6,000	6,000
52-40-350	Software Maintenance	1,375	1,353	1,569	2,016	2,000	2,000
52-40-370	Utility Billing Services	7,312	7,114	7,524	7,782	7,000	7,000
52-40-490	Sewer O & M Charge	20,282	20,740	21,962	3,992	25,000	60,000
52-40-491	Sewer Treatment Fees	411,366	425,387	443,321	457,748	460,000	460,000
52-40-550	Banking Charges	2,800	3,166	4,041	2,223	4,000	4,000
52-40-650	Depreciation	91,119	95,465	121,029	130,000	130,000	130,000
52-40-690	Projects	0	0	20,678	21,143	958,000	958,000
52-40-915	Transfer to Admin Svs	0	0	32,500	40,400	40,400	41,600
52-40-990	Contribution to Fund Balance	0	0	0	0	0	0
	Transfer to Reserve for Replacement	0	0	0	206,000	206,000	206,000
		676,400	669,709	743,048	951,141	1,919,800	1,961,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>SEWER IMPACT FEE FUND</b>							
<b>Revenue</b>							
21-37-100	Interest Earnings	2,348	912	2,317	1,000	0	0
21-37-200	Sewer Impact Fees	85,972	53,074	204,604	311,398	150,000	150,000
	Total Revenue	88,319.48	53,985.63	206,920.72	312,398.00	150,000	150,000
<b>Contributions and Transfers</b>							
21-39-500	Contribution From Fund Balance	0	0	0	0	100,000	100,000
	Total Contributions and Transfers	0	0	0	0	100,000	100,000
<b>Expenditures</b>							
21-40-250	Equipment	0	0	0	0	0	0
21-40-490	Sewer Impact Fee Projects	15,910	15,999	0	0	0 *	0
	Transfer to Sewer Fund				150,000	0	0
	Total Expenditures	15,910	15,999	0	150,000	0	
21-80-800	Transfers	425,000	77,291	124,967	50,000	250,000	250,000
	Sewer Impact Fee Fund Revenue Total	88,319	53,986	206,921	312,398	250,000	250,000
	Sewer Impact Fee Fund Expenditure Total	440,910	93,289	124,967	200,000	250,000	250,000
	Net Total Sewer Impact Fee Fund	(352,590)	(39,303)	81,954	112,398	0	0

\* Transfer to Sewer Department for prior year expenditures

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>SANITATION UTILITY FUND</b>							
<b>MISCELLANEOUS REVENUE</b>							
53-36-100	Interest Earnings	2,274	3,903	6,513	4,000	3,000	3,000
	Total Miscellaneous Revenue:	2,274	3,903	6,513	4,000	3,000	3,000
<b>SANITATION UTILITIES REVENUE</b>							
53-37-700	Sanitation Fees	357,150	343,086	351,509	357,952	350,000	450,000
	Total Sanitation Utilities Revenue:	357,150	343,086	351,509	357,952	350,000	450,000
<b>MISCELLANEOUS</b>							
53-38-920	Gain Loss Sale of Assets	(80,337)	0	0	0	0	0
	Total Miscellaneous:	(80,337)	0	0	0	0	0
		279,087	346,989	358,022	361,952	353,000	453,000

### SANITATION UTILITY

53-40-110	Full-Time Employee Salaries - .20 FTE	10,000
53-40-105	Part-time Employee Salaries	0
53-40-130	Employee Benefit - Retirement	3,000
53-40-131	Employee Benefit-Employer FICA	800
53-40-133	Employee Benefit - Work. Comp.	300
53-40-134	Employee Benefit - UI	200
53-40-135	Employee Benefit - Health Ins.	4,000
53-40-140	Uniforms	900
53-40-240	Office Supplies & Expense	0
53-40-250	Equipment Supplies & Maint. <i>Purchase of 200 garbage cans</i>	12,000
53-40-255	Vehicle Lease	0
53-40-350	Software Maintenance <i>Software maintenance contracts</i>	2,500
53-40-370	Utility Billing Services <i>% of services associated with the billing and collection of utility accounts</i>	5,000
53-40-492	Sanitation Fee Charges <i>Collection and disposal fees</i>	385,000
53-40-550	Banking Charges Bank charges and fees and credit card transaction fees	1,800

53-40-650	Depreciation	0
53-40-915	Transfer to Admin Svs	27,500

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>SANITATION UTILITY</b>							
53-40-110	Full-Time Employee Salaries	20,850	20,195	13,136	10,422	9,000	10,000
53-40-105	Part-time Employee Salaries	673	657	0	0	0	0
53-40-130	Employee Benefit - Retirement	3,191	5,262	2,971	2,081	3,000	3,000
53-40-131	Employee Benefit-Employer FICA	1,543	1,551	1,321	779	700	800
53-40-133	Employee Benefit - Work. Comp.	652	430	390	306	300	300
53-40-134	Employee Benefit - UI	400	0	200	200	200	200
53-40-135	Employee Benefit - Health Ins.	2,908	2,823	2,621	1,930	4,000	4,000
53-40-140	Uniforms	946	196	(7)	0	900	900
53-40-250	Equipment Supplies & Maint.	5,012	5,819	10,659	5,788	10,000	12,000
53-40-255	Vehicle Lease	1,100	0	0	0	0	0
53-40-350	Software Maintenance	1,375	1,353	1,569	2,016	2,300	2,500
53-40-370	Utility Billing Services	3,428	3,331	3,277	3,300	5,000	5,000
53-40-492	Sanitation Fee Charges	298,003	293,839	297,173	283,653	284,500	385,000
53-40-550	Banking Charges	1,216	1,566	1,723	957	1,800	1,800
53-40-915	Transfer to Admin Svs	0	6,200	9,800	26,500	26,500	27,500
	Contribution to Fund Balance	0	0	0	0	4,800	0
		341,297	343,221	344,831	337,931	353,000	453,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>STORM Drain</b>							
<b>MISCELLANEOUS REVENUE</b>							
54-33-400	State Grants	0	0	0	110,000	110,000	0
54-36-100	Interest Earnings	4,078	7,438	8,330	5,000	5,000	10,000
Total Miscellaneous Revenue:		4,078	7,438	8,330	115,000	115,000	10,000
<b>STORM Drain UTILITIES REVENUE</b>							
54-37-450	Storm Drain Revenue	142,825	171,369	173,955	178,689	175,000	177,000
Total Storm Drain Utilities Revenue:		142,825	171,369	173,955	178,689	175,000	177,000
54-38-910	Capital Contributions	0	28,000	335,141	140,000	140,000	140,000
Total Contributions:		(24,188)	28,000	335,141	140,000	140,000	140,000
<b>CONTRIBUTIONS AND TRANSFERS</b>							
54-38-600	Transfer from Impact Fees	0	0	189,265	115,000	115,000	152,000
54-39-500	Contribution From Fund Bal	0	0	0	83,000	98,000	86,000
Total Contributions and Transfers		0	0	0	198,000	213,000	238,000
		122,716	206,806	517,426	631,689	643,000	565,000

### STORM Drain

#### EXPENDITURES

54-40-110	Full-time Employee Salaries - .75 FTE	36,000
54-40-105	Part-time Employee Salaries	0
54-40-130	Employee Benefit - Retirement	9,000
54-40-131	Employee Benefit-Employer FICA	3,000
54-40-133	Employee Benefit - Work. Comp.	2,000
54-40-134	Employee Benefit - UI	500
54-40-135	Employee Benefit - Health Ins.	17,000
54-40-140	Uniforms <i>.5 FTE Public Works Uniform and Cleaning costs</i>	400
54-40-230	Travel and Training <i>Charges for conferences, educational materials, &amp; employee travel</i> State Certifications	500
54-40-240	Office Supplies & Expense	0
54-40-250	Equipment Supplies & Maint. <i>Upkeep or repair of equip. and oper. Supplies</i>	1,500
54-40-255	Vehicle Lease	0
54-40-256	Fuel Expense	400
54-40-270	Storm Drain - Power & Pumping	0

54-40-312	Professional/Technical-Engineering <i>Engineering Services including GIS</i>		11,000
54-40-315	Professional/Technical - Auditor		0
54-40-331	Promotion - Storm Drain <i>Payment to Davis County Storm Drain for education of communication</i>		1,500
54-40-350	Software Maintenance <i>Software maintenance contracts</i>		2,100
53-40-370	Utility Billing Services <i>% of services associated with the billing and collection of utility accounts</i>		2,100
54-40-493	Storm Sewer O & M <i>Cleaning of drains, ponds, and boxes</i>		30,000
54-40-550	Banking Charges <i>Bank charges and fees and credit card transaction fees</i>		1,000
54-40-650	Depreciation		130,000
54-40-690	Projects		296,000
	South Bench Dr Phase 1A	136,000	
	South Bench Dr Phase 1B	20,000	
	South Bench Dr Phase 1A - Developer Portion	17,000	
	South Bench Dr Phase 1B - Developer Portion	123,000	
53-40-915	Transfer to Admin Svs		21,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>STORM DRAIN</b>							
54-40-110	Full-Time Employee Salaries	16,416	18,033	22,864	26,796	26,000	36,000
54-40-105	Part-time Employee Salaries	600	657	0	0	0	0
54-40-130	Employee Benefit - Retirement	2,794	4,832	4,857	5,450	7,000	9,000
54-40-131	Employee Benefit-Employer FICA	1,382	1,387	2,019	1,907	2,000	3,000
54-40-133	Employee Benefit - Work. Comp.	579	385	638	738	1,000	2,000
54-40-134	Employee Benefit - UI	400	0	300	400	400	500
54-40-135	Employee Benefit - Health Ins.	2,659	2,544	7,029	8,348	10,400	17,000
54-40-140	Uniforms	473	219	247	417	400	400
54-40-230	Travel and Training	0	300	1,430	100	500	500
54-40-250	Equipment Supplies & Maintenance	886	190	135	500	1,500	1,500
54-40-255	Vehicle Lease	803	0	0	0	0	0
54-40-256	Fuel Expense	0	366	310	590	400	400
54-40-270	Storm Drain - Power & Pumping	139	0	0	0	0	0
54-40-312	Professional/Technical-Engin	8,671	20,425	13,953	9,446	11,000	11,000
54-40-331	Promotion - Storm Drain	0	1,155	1,155	1,155	1,500	1,500
54-40-350	Software Maintenance	1,565	1,582	1,569	2,016	2,100	2,100
54-40-370	Utility Billing Services	1,600	2,137	1,667	1,827	2,100	2,100
54-40-493	Storm Drain O & M	7,623	1,070	4,932	16,049	20,000	30,000
54-40-550	Banking Charges	608	965	862	525	1,200	1,000
54-40-650	Depreciation	103,959	108,000	121,724	125,000	115,000	130,000
54-40-690	Projects	0	8,508	1,994	423,068	420,000	296,000
54-40-915	Transfer to Admin Services	0	0	6,200	20,500	20,500	21,000
		151,157	172,752	193,884	644,833	643,000	565,000

Account No.	Account Title	2015 - 16 Actual	2016-17 Actual	2017 - 18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>STORM DRAIN IMPACT FEE</b>							
<b>Revenue</b>							
22-37-100	Interest Earnings	472	1,155	2,311	1,100	0	0
22-37-200	Storm Drain Impact Fees	54,134	51,607	47,215	40,016	40,000	40,000
	Total Revenue	54,607	52,763	49,526	41,116	40,000	40,000
<b>Contributions and Transfers</b>							
22-39-500	Contribution From Fund Balance	0	0	0	74,000	82,000	112,000
	Total Contributions and Transfers	0	0	0	74,000	82,000	112,000
<b>Expenditures</b>							
22-40-690	Projects	0	3,912	2,081	0	7,000	7,000
22-40-799	Facilities	0	0	0	0	0	0
22-80-800	Transfers	0	0	189,265	115,000	115,000	145,000
	Total Expenditures	0	3,912	191,346	115,000	122,000	152,000
	Storm Drain Impact Fee Fund Revenue Total	54,607	52,763	49,526	115,116	122,000	152,000
	Storm Drain Impact Fee Fund Expenditure Total	0	3,912	191,346	115,000	122,000	152,000
	Net Total Storm Drain Impact Fee Fund	54,607	48,851	(141,820)	116	0	0

\* Impact Fee Study \$7,000

Account No.	Account Title	2015 - 16 Actual	2016 - 17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>TRANSPORTATION UTILITY</b>							
<b>MISCELLANEOUS REVENUE</b>							
56-36-100	Interest Earnings	0	0	8,770	1,500	1,000	1,000
	Total Miscellaneous Revenue:	0	0	8,770	1,500	1,000	1,000
<b>TRANSPORTATION UTILITY REVENUE</b>							
56-31-305	Transportation - Local Option	0	0	57,797	59,389	62,000	62,000
56-33-560	Class "C" Road Fund Allotment	0	0	103,463	150,000	150,000	211,500
56-34-270	Developer Pmts for Improv	0	0	0	150,000	150,000	13,500
56-37-800	Transportation Utility Fee	0	0	125,524	254,941	252,000	380,000
	Total Transportation Utility Revenue:	0	0	286,784	614,330	614,000	667,000
<b>CONTRIBUTIONS AND TRANSFERS</b>							
	Contribution From Fund Balance	0	0	0	0	0	110,000
56-39-500	Contribution From Fund Bal - Class C	0	0	0	755,000	755,000	0
	Total Contributions and Transfers	0	0	0	755,000	755,000	110,000
		0	0	295,554	1,370,830	1,370,000	778,000

**Transportation Utility Fund**

56-76-312	Professional & Tech. - Engineer		18,000
56-76-424	Curb & Gutter Restoration		50,000
56-76-425	Street Maintenance		400,000
	City Projects	400,000	
	New Subdivision (paid by escrow accounts)	0	
56-76-730	Street Projects		310,000
	South Bench Dr - Phase 1 (Existing road)	270,000	
	I-84 Overcrossing Repair	40,000	

Account No.	Account Title	2015 - 16 Actual	2016 - 17 Actual	2017-18 Actual	2018 - 19 Estimate	2018 - 19 Budget	2019 - 20 Budget
<b>TRANSPORTATION UTILITY</b>							
56-76-312	Professional & Tech. - Engineer	0	0	28,948	18,080	18,000	18,000
56-76-424	Curb & Gutter Restoration	0	0	140	4,073	50,000	50,000
56-76-425	Street Maintenance	0	0	0	256,949	250,000	400,000
56-76-730	Street Projects	0	0	32,418	229,909	495,000	310,000
	Transfer Class "C" to Cap. Projects	0	0	0	300,000	300,000	0
	Increase in Fund Balance	0	0	0		257,000	0
		0	0	61,505	809,011	1,370,000	778,000