

SOUTH WEBER CITY COUNCIL AGENDA

Watch live or at your convenience https://www.youtube.com/c/southwebercityut

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Tuesday, June 9, 2020 in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m. *Due to social distancing guidelines, there is limited room for the public to attend. Unless commenting, please watch on YouTube at the link above. Attendees are encouraged to wear a face mask. If you are unable or uncomfortable attending in person, you may also comment live via Zoom if you register prior to 5pm the day of the meeting at <u>https://forms.gle/PMJFhYFJsD3KCi899</u>. You may also email <u>publiccomment@southwebercity.com</u> for inclusion with the minutes.

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

- 1. Pledge of Allegiance: Councilman Halverson
- 2. Prayer: Councilman Soderquist
- 3. *Public Comment: Please respectfully follow these guidelines
 - a. Individuals may speak once for 3 minutes or less
 - b. Do not make remark from the audience
 - c. State your name and address
 - d. Direct comments to the entire Council
 - e. Note City council will not respond during the public comment period

ACTION ITEMS

- 4. Approval of Consent Agenda
 - a. Minutes 05-12-2020
 - b. Minutes 05-19-2020
 - c. Minutes 05-26-2020
- 5. *Public Hearing: Open and Amend the FY 2019-2020 Budget
- 6. *Public Hearing: Fiscal Year 2020-2021 Tentative Budget
- 7. Resolution 2020-23: Budget Amendments for the Fiscal Year Ending June 30, 2020
- 8. Resolution 2020-03: Development Agreement for Riverside RV Resort
- 9. Final Site and Improvement Plans: Riverside RV Resort
- 10. Conditional Use Permit 2020-01: Riverside RV Resort
- 11. Resolution 2020-24: 2020 Streetlight Installation Project
- 12. Fraud Risk Assessment
- 13. Resolution 2020-25: Legal Services Contract

DISCUSSION ITEMS

14. Northern City Boundary

REPORTS

- 15. New Business
- 16. Council & Staff

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

exchange, or lease of real property.

17. Adjourn

City Council Meeting Agenda for June 9, 2020 cont.

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

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE <u>www.southwebercity.com</u> 4. UTAH PUBLIC NOTICE WEBSITE <u>www.pmn.utah.gov</u> 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

DATE: 06-05-2020

CITY RECORDER: Lisa Smith

Lisa Smith

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 12 May 2020 TIME COMMENCED: 6:01 p.m.

LOCATION: Electronic Meeting through Zoom

PRESENT: MAYOR:

COUNCIL MEMBERS:

Jo Sjoblom

Hayley Alberts Blair Halverson Angie Petty Quin Soderquist Wayne Winsor

CITY RECORDER:

CITY MANAGER:

Lisa Smith Mark McRae

FINANCE DIRECTOR:

David Larson

CITY CODE ENFORCER:

Chris Tremea

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES:

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

- 1. PLEDGE OF ALLEGIANCE: Councilman Soderquist
- 2. PRAYER: Mayor Sjoblom
- **3.** Corona Virus Update: Davis County is conducting a study requiring random household testing, in which members of each household are given 2 tests: a blood test to check for antibodies as well as a PCR test (swab inserted into nostril). This study will help more accurately define how many active cases, exposed individuals, and asymptomatic cases might have been missed. There will be approximately 8,000 households tested in 2 communities in Davis County. Also, Brian Hatch, the DC Health Director, does not anticipate a change from an orange to yellow risk level by Friday, but possibly by the end of the month. David Larson divulged numbers are looking good as a whole in Davis County and South Weber City. Data will continue to be gathered and analyzed. Mayor Sjoblom announced there are no active cases in South Weber City at this time.

4. **PUBLIC COMMENT:** (All public comments were submitted by email to <u>publiccomment@southwebercity.com</u> and are included with these minutes.)

a. Comments must be received prior to the meeting start time.

b. Subject line should include meeting date, item # (or general comment), first and last name.

i. Comments without first and last name will not be included in the public record.

ACTION ITEMS

5. Approval of Consent Agenda

- Minutes of 14 April 2020
- Minutes of 28 April 2020

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

6. Resolution 2020-15: Adoption of 2020-2021 Tentative Budget and set a public hearing for 9 June 2020: Mayor Sjoblom explained 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 committees, have spent the last 4 months working through the budget process and have developed the Tentative Budget for adoption. The City Council had discussed the expenses and revenues in the Tentative Budget during previous Council Meetings. This meeting is to formally adopt the Tentative Budget and set a Public Hearing Date for June 9, 2020 prior to adoption of the Final Budget for Fiscal Year 2020-21.

Councilwoman Petty examined Capital Project - page 11 of the Tentative Budget concerning the \$35,000 budgeted for the power lift gurney for the Fire Department. She reviewed this item was recently discussed with Chief Tolman for possible purchase this year, but it was decided to budget it for next year. At that time, Chief Tolman did say there is a possibility of purchasing a power lift gurney with fewer options, which would cost approximately \$17,000 or \$18,000 less. Councilman Halverson reported the Public Safety Committee had not yet met to discuss the options and that is why Mark McRae included the full \$35,000 in the budget. David met with Chief Tolman and the Fire Department is willing to look at ways to reduce cost in their department.

Councilwoman Alberts wanted an update on the plan for streetlights in existing neighborhoods. David reported the Utilities Committee discussed that item, but the City staff is gathering data to present options; however, nothing had been decided.

David expressed he was looking into possibilities concerning the public hearing format. He was also working on a timeline for the City Council to meet at City Hall.

Mark McRae reported there are several cities waiting to receive updated information regarding the budget process from the State of Utah with the current health situation.

Councilwoman Alberts moved to approve Resolution 2020-15: Adoption of 2020-2021 Tentative Budget. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilman Winsor moved to set a public hearing for 9 June 2020. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

REPORTS

Mayor Sjoblom: reported Uintah City approached South Weber City about our shared boundary since the owners of their business park property want to continue building and the southern portion is within South Weber City. David Larson, Barry Burton, and the Mayor met with representatives from Uintah to discuss the boundary and jointly determined that a working group comprised of representatives from both cities would meet and provide a recommendation to their respective cities. Blair Halverson from South Weber City Council and Rob Osborne from the Planning Commission were appointed. Mayor Sjoblom and Barry Burton will also attend those meetings.

Mayor Sjoblom announced Wasatch Integrated Waste should have their sorting station (to sort out green waste, plastics, paper, etc.) up and running by August. They will begin at about 50% capacity in order to train and work out kinks in the system and will run at full capacity next year.

Councilman Halverson: recounted the Public Safety Committee will meet on Wednesday and is currently working on a CERT Program. He thanked Derek Tolman and Brandyn Bodily for their efforts with this project.

Councilwoman Alberts: revealed there will be a Town Hall Meeting held on 7 July 2020 with more information coming soon. There will be a Council corner added to the City newsletter.

Councilwoman Petty: announced the Parks and Recreation Committee recently met to discuss the COVID-19, Dog Park, trails, etc. There will be a new code coming for rules in City parks. Cherry Farms Park will be under construction this fall. The City Council made the decision to open the City's parks and she received many messages from moms throughout the City voicing their appreciation.

City Manager David Larson: announced Brandon Jones, City Engineer, will only be attending Council meetings with agenda items pertaining to engineering.

ADJOURNED: Councilwoman Alberts moved to adjourn the Council Meeting at 6:31 p.m. and go into a closed session as per UTAH CODE 52-4-205(1) (C) to discuss pending or reasonably imminent litigation. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried. Councilman Winsor moved to go into an open session at 8:03 p.m. Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilman Winsor moved to adjourn the City Council Meeting at 8:04 p.m. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED:		_ Date June 9, 2020
	Mayor: Jo Sjoblom	
	Transcriber: Michelle Clark	
Attest:	City Recorder: Lisa Smith	_

CC 2020-05-12 CI #1 Sturm

From:	Paul
To:	Public Comment
Subject:	12May20 - Action Items 5. b. , 6., and General Comments - Paul Sturm
Date:	Tuesday, May 12, 2020 12:20:43 PM

Comments on 0-CC-2020-05-12 Packet content.

Under Action Items

5. Approval of Consent Agenda

a. Minutes April 14, 2020 - OK

b. Minutes April 28, 2020 - Public Comments are missing from these minutes.

Public Comments were included in the minutes from the April 14, 2020 meeting.

6. Resolution 2020-15: Adoption of 2020-2021 Tentative Budget and set a public hearing for June 9, 2020

Page 28 of the 0-CC-2020-05-12 Packet shows that the topic of "Adoption of Tentative Budget FY2020 -21" is Agenda Item 9, where it is listed in the Agenda (Page 1) Action Items as Item 6.

General Comment: The use of hyperlinks is to be commended. It was used in the "Contents" page of the "South Weber City 2020-2021 Tentative Budget". It provides an ease of access to each budget section.

Page 5 of the "South Weber City 2020-2021 Tentative Budget", under Capital:, the last sentence of paragraph 5, states "Other parties will pay \$435,000 of that cost". Who are these "Other parties"?

Page 6 of the "South Weber City 2020-2021 Tentative Budget", under "Fees", paragraph 2, second sentence, "Robinson Waste Services raised their rates by \$0.25 per can on January 1, 2020." Is this rate increase per can, per collection? If so, it could be stated as "Robinson Waste Services raised their rates by \$0.25 per can, per collection date, starting January 1, 2020."

Thank you,

Paul Sturm 2527 Deer Run Drive 801-920-1428

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 19 May 2020 **TIME COMMENCED:** 6:02 p.m.

LOCATION: Electronic Meeting through Zoom

PRESENT: MAYOR:

COUNCIL MEMBERS:

Jo Sjoblom

Hayley Alberts Blair Halverson Angie Petty Quin Soderquist Wayne Winsor

CITY RECORDER:

Lisa Smith

FINANCE DIRECTOR:

Mark McRae

CITY MANAGER:

David Larson

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Donnika Bigelow

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

1. PLEDGE OF ALLEGIANCE: Mayor Sjoblom

- 2. PRAYER: Councilwoman Petty
- 3. CORONA VIRUS UPDATE: Mayor Sjoblom reported Governor Gary Herbert issued an Executive order last week moving much of Utah (including Davis County) to Low Health Risk Status (or yellow) effective May 16 May 29. The color coded phased guidelines have been updated to include detail considerations for faith groups returning to in-person religious services, provide guidance on arts and entertainment, institute protocols for continuing driver's education, and clarify requirements for K-12 school operations in the 2020-2021 school year. Also included in the yellow phase are competitive sports with specific guidelines, no more than 50 persons may gather in a group, water parks may open with strict regulations. There will be a briefing streamed live by Gov. Herbert and Dr. Angela Dunn tomorrow at 1:30 pm (www.facebook.com/GovGaryHerbert)

Hero Project (U of U) will include subjects from 8,000 households from two areas in south Davis Co and one area in North Davis Co. Study officials will knock on doors of every home in specific areas and if members are willing, leave information with testing location.

Mayor Katie Witt of Kaysville and event organizers have planned an outdoor concert at Barnes Park for May 30th. The event organizer didn't qualify for a permit in Kaysville but will hold the event anyway. He expressed rules would not be enforced for attendees. Kaysville City staff, Chief of Police, and City Council are doing everything in their power to prevent the concert (according to County sources). The county can't prevent mass gathering – only punish violations that have taken place.

4. **PUBLIC COMMENT:** (All public comments were submitted by email to <u>publiccomment@southwebercity.com</u> and are included with these minutes.)

a. Comments must be received prior to the meeting start time,

b. Subject line should include meeting date, item # (or general comment), first and last name.

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ACTION ITEMS

5. APPROVAL OF CONSENT AGENDA

- Check Register April
- Budget to Actual March

Councilwoman Alberts questioned a check for landscape repairs to Jerry Archuleta on April 22, 2020. David replied the landscaping required for the Archuleta family and Spaulding family were budgeted as part of South Bench Drive phase 1. The change allowed the residents to pick their landscaper. Councilwoman Alberts asked about the leasing of the ice machine for the Fire Department. She was not in attendance at the meeting where this item was discussed. David explained the Council was presented with comparison research conducted by the Fire Chief and Council decided to maintain the lease.

Councilman Winsor queried the budget to actual concerning the water utility fund showing \$40 million water sales and asked if that was a typo. Mark McRae stated he would check. Councilman Winsor also asked why the parks and capital projects are over budget. Mark reported money will be taken out of capital projects at the end of the year with a budget amendment.

Councilman Winsor moved to table this item until corrected and revised. Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

6. Resolution 2020-16: Water Service Agreement with the U.S. Department of Labor (East Bench Transmission Line Project):

Brandon K. Jones, P.E. and Dana Q. Shuler, P.E., City Engineer's memo of 7 May 2020 is as follows:

WEBER BASIN JOB CORPS

The Weber Basin Job Corps owns and operates its own public water system, regulated by the State Division of Drinking Water. Due to failing water samples, the Job Corps entered into a

Corrective Action Plan with the State of Utah which required the Job Corps to bring their water system into compliance by December 30, 2020. While the water rights and billing for the Job Corps are processed by Weber Basin Water Conservancy District, the water provided to the campus is delivered from the City's water system.

EAST BENCH WATER TRANSMISSION LINE PROJECT

South Weber's 2016 Culinary Water Capital Facility Plan identifies the East Bench Water Transmission Line Project as one of the top five projects. The current water line from the East Bench Reservoir runs down the hill, through the Job Corps campus, through building basements, and out to Cornia Drive. Maintenance on this line, especially through the campus, can be very difficult. Also, the risk of a cross connection is higher due to the two water systems being geographically intermingled. The City desires to replace this water transmission line to a more accessible, more hydraulically efficient location. We've determined that the best route is along the access road to the reservoir, off of Lincoln Lane. While this is a longer route, it is removed from the campus and ties into the system at a more efficient location.

PROPOSAL

In the past, the Job Corps has made requests asking that the City take over their water system, but the City has declined those requests. In Fall 2019, a representative of the Weber Basin Job Corps proposed that the City and Job Corps perform a joint project – combining the Job Corps water system replacement project with the City's East Bench Transmission Line Replacement Project. The City would include the Job Corps project as part of the East Bench Water Transmission Line Project, and the Job Corps would reimburse the City for all expenses. As an incentive, the Job Corps proposed to pay for the professional services (design and construction management) of the City's project, estimated to be approximately \$125,000 and a 15% administrative fee (\$38,000) to cover the time and effort for the City to administer the joint project. This represents a total of \$163,000. The following table is provided to graphically demonstrate the proposal arrangement.

	Job Corps	City	<u>Total</u>
Service Fee	\$252,000	\$163,000	\$415,000
Connection Fee	\$1,400,000	\$550,000	
Total	\$1,815,000	\$550,000	\$2,365,000

Job Corps pays for City pays for

The Job Corps' water system would remain its own public water system.

AGREEMENT

The Department of Labor (DOL) is the federal agency that funds capital projects for the Job Corps. After several months of negotiations, the DOL ultimately decided that a service agreement was their simplest type of agreement for the situation. Attached is the agreement. Generally, it outlines the tasks that the City will perform, with the DOL paying for all the Job Corps-related costs. As can be seen in the table above, the costs are broken out into what the

Agreement terms as the Service Fee (\$415,000) and the Connection Fee (\$1,400,000). These numbers where generated based on our cost estimates (see attached) and cover the cost of the Job Corps Project and a portion of the City Project. The estimates are conservative and included a healthy number of contingencies in the estimated Job Corps project. We feel comfortable that there is very low risk that the Job Corps project will exceed our estimated cost. However, there is also a clause that requires the Job Corps to pay for overages, thus protecting the City against actual costs exceeding the estimated costs.

PAYMENTS

The agreement is structured such that the DOL will pay/deposit with the City upon execution of the agreement:

- 1. 100% of the Service Fee \$415,000, and
- 2. 50% of the Connection Fee $700,000 \rightarrow$ Totaling 1,115,000

Upon completion of the project, the DOL will pay the remaining portion of their costs (up to the remaining portion of the Connection Fee). The DOL is responsible to paying the balance of the project within 15 days of invoicing. Any monies deposited by the DOL but unspent by the project will be refunded to the DOL.

RECOMMENDATION

If the Council agrees with this recommendation, please pass a motion to enter into the agreement with the Department of Labor.

Councilman Winsor announced the Utilities Committee reviewed and recommended approval of this agreement.

Councilman Winsor moved to approve Resolution 2020-16: Water Service Agreement with the U.S. Department of Labor (East Bench Transmission Line Project). Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Donnika Bigelow, from Job Corps, communicated in 2016 Weber Basin Job Corps began having issues with their public water system. Because of failing water samples, they recognized the need for a water replacement project. Since then it had been decided to combine Job Corps Water System Replacement Project with the City's East Bench Transmission Line Replacement Project. She thanked the City for being a good neighbor. She specifically thanked David Larson, Brandon Jones, Dana Shuler, and the Water Department for this partnership in getting their water where it should be. Mayor Sjoblom thanked Donnika and all the help Job Corps has given the City over the years.

7. Resolution 2020-17: Mutual Aid Agreement with Morgan Fire Department:

Mayor Sjoblom communicated South Weber City Fire Department is often called to assist in Morgan County. Chief Tolman met with the new Fire Chief and discussed terms for a mutual aid agreement. This agreement is similar to the Mountain Green agreement and will provide the department aid at no cost or liability.

Councilman Soderquist voiced there were concerns in the past and wondered if those issues had been resolved. David related there was a period of time when the fire department in Morgan County was utilizing South Weber City extensively. Since then there was a change in leadership which decreased the number of calls requesting help. This agreement is similar to mutual aid agreements with other cities.

Councilwoman Alberts challenged what happens if calls increase again. Councilman Winsor verified there is a termination clause included. Councilwoman Petty was concerned that South Weber City Fire Department would utilize our resources for Morgan County which would strain the budget. David met with Chief Tolman and was reminded South Weber City was the one in need of mutual aid not long ago. He also expressed that fire services cross borders. Councilwoman Petty worried that this agreement would take away service for our City for extended periods of time as Morgan is 20 minutes away. Councilman Soderquist asked if Morgan has an agreement with other cities or counties. David didn't know how many agreements they have in place, but it is standard to have many agreements. He recalled South Ogden and Weber County have been helping Morgan County. Councilman Soderquist noted South Weber City is the first line of support. Councilman Halverson conveyed departments assist without written agreements. This agreement covers liability and agreed the 30-day clause is essential. Councilman Winsor indicated Chief Tolman assured the Council this agreement gives more balance. He mentioned the agreement outlines that our department must assess if they are in a position to help when requested. He addressed clerical errors that need to be fixed. David articulated Chief Tolman revealed to him that South Weber City goes to Morgan probably once a month. Mayor Sjoblom clarified Chief Tolman has stated many times his first priority is South Weber City.

Councilwoman Petty moved to approve Resolution 2020-17: Mutual Aid Agreement with Morgan County Fire Department with the grammatical corrections on paragraphs 4 & 7. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

8. Resolution 2020-18: Interlocal Cooperation Agreement with Davis County for Dispatch Services: South Weber City entered an agreement for dispatch services which expires on June 30, 2020. On April 28, 2020, the City Council directed staff to seek a renewal for this service. This agreement is for one year for \$8,633.74. The price per call increased from \$30.59 to \$31.51 and the average calls for a five-year span in South Weber City went from 256 to 274 for a total increase of \$802.70.

Councilman Soderquist moved to approve Resolution 2020-18: Interlocal Cooperation Agreement with Davis County for Dispatch Services. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

REPORTS

New Business: Councilwoman Alberts announced a Northridge High School graduation parade is scheduled for May 26th at 3:00 pm. Graduates will meet at the church at 1814 E. 7775 S.

wearing cap and gown and decorate their vehicles. The Sherriff's Department and Fire Department will lead the parade.

Mayor Sjoblom: reported she and David met with Horrocks Engineering to look over the initial analysis and preliminary alignments for the Weber River Trail through South Weber City. Preferred alignments were calculated based primarily on slope, land ownership, and sensitive waters with other factors also being considered i.e. cultural/archeological sites, existing utilities, and planning and zoning.

The County received \$545,932 in CDBG-CV funds as part of the CARES Act to support COVID-19 related activities. Mayor Sjoblom is on the committee that determines how to use those funds. She announced they would go to the Bountiful Community Food Pantry for rental, utilities, and transportation assistance; and to Davis Behavioral Health (DBH) for in-home mental health services and vehicles to support these services. DBH moved from in-patient to inhome services due to COVID-19. For comparison, pre-COVID visits were at 30-40/month and now sit at 1100/month.

Councilwoman Alberts: met with the Country Fair Days Committee to discuss the upcoming celebration and restrictions that will be necessary. They proposed different solutions and will be deciding if and how they are possible. She thanked them for their hard work and dedication. Councilman Winsor proclaimed this community needs to have some sort of event. Councilwoman Petty agreed.

Councilman Winsor: attended the mosquito abatement meeting and reported mosquito abatement is in the process of aerial application via drones. Mosquitos are coming out early and strong due to dry climate and warm temperatures. They are seeking to hire a licensed UAV pilot.

City Manager, David Larson: related the improvements to the development process is working well as the City Staff is working with a number of developers.

Finance Director, Mark McRae: acknowledged there was an error on the water billing which reflected on the budget to actual. The bill should have been \$20. He pointed out the error occurred the end of March and was corrected in April. He promised to make necessary adjustments.

ADJOURNED: Councilman Halverson moved to adjourn the Council Meeting at 6:45 p.m. and go into a closed session held pursuant to the provision of UCA Section 52-4-205 (1) (a) for the sole purpose of discussion of the character, professional competence, or physical or mental health of an individual. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilwoman Petty moved to go into an open session at 7:34 p.m. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilman Winsor moved to adjourn the City Council Meeting at 7:35 p.m. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED:		Date June 9, 2020
	Mayor: Jo Sjoblom	
	Transcriber: Michelle Clark	
Attest:	City Recorder: Lisa Smith	
	•	

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 26 May 2020 TIME COMMENCED: 6:02 p.m.

LOCATION: Electronic Meeting through Zoom

PRESENT: MAYOR:

COUNCIL MEMBERS:

Jo Sjoblom

Hayley Alberts Blair Halverson Angie Petty Quin Soderquist Wayne Winsor

CITY RECORDER:

Lisa Smith

NANCE DIRECTOR:

Mark McRae David Larson

CITY MANAGER:

CITY ENGINEER:

Brandon Jones

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES:

Mayor Sjoblom called the meeting to order and welcomed those in attendance. She pointed out she is wearing a Northridge High School t-shirt in honor of the Class of 2020 graduation.

- 1. Pledge of Allegiance: Councilman Winsor
- 2. Prayer: Councilman Halverson
- 3. Corona Virus Update:

Mayor Sjoblom reported there wasn't a Davis County health meeting because of the holiday. South Weber City appeared to have one new documented/active case for a total of two cases for our City. The Davis Co Health Director said they monitor cases and percent increase watching for increases two weeks in a row. Lagoon is now open with restrictions. Masks are required and there is disinfectant at rides' entrances and exits. The concert to be held at Barnes Park in Kaysville has been moved to a private property in Grantsville. David relayed the Parks and Recreation Committee met concerning several requests to use the fields. City staff is working to get the restrooms ready to be opened. Almost all sports are open at this point with specific guidelines and restrictions.

4. Public Comment: (All public comments were submitted by email to <u>publiccomment@southwebercity.com</u> and are included with the minutes)

a. Comments must be received prior to the meeting start time.

b. Subject line should include meeting date, item # (or general comment), first and last name.

i. Comments without first and last name will not be included in the public record.

Mayor Sjoblom reported the City Council will now be taking public comment over Zoom. An individual must sign up before 5:00 p.m. on the day of the meeting.

ACTION ITEMS

5. Approval of consent agenda

- Check Register April
- Budget to Actual March

Mark McRae pointed out the Water Department error was corrected.

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

6. Resolution 2020-19: On-Call Property Appraisers Provider Pool

a. Award Contract to The Cook Group

b. Award Contract to Lang Appraisal Service

c. Award Contract to Western States Valuation

South Weber City publicly solicited for proposals for On-Call Property Appraisers. The deadline for submission was May 18, 2020. The City received four (4) proposals from the following companies:

- 1. Landmark Research Group
- 2. Lang Appraisal Service
- 3. The Cook Group
- 4. Western States Valuation

EVALUATION An evaluation committee consisting of the following people was formed:

- David Larson, City Manager
- Lisa Smith, City Recorder
- Brandon Jones, City Engineer
- Dana Shuler, Project Engineer

The proposals were reviewed and scored by each committee member independently. The scores were then compiled, and the committee met on May 20, 2020 to review scores and discuss a recommendation. A summary of the scoring is below, in order of ranking.

Company	Score	Rank
Western States Valuation	342	1
Lang Appraisal Service	330	2
The Cook Group	327	3
Landmark Research Group	247	4

BUDGET

There is no specific budget for this pool. As the need arises for a specific project, the appraisal services will be budgeted for within that specific project.

AWARD RECOMMENDATION

After scoring and discussion were complete, the committee decided to recommend inclusion of the top three (3) proposers into the pool. If the Council agrees with this recommendation, please pass a motion awarding inclusion into the pool of the following three (3) proposers: Western States Valuation, Lang Appraisal Service, and The Cook Group.

David reported any addition to this list would need to submit a proposal, be evaluated, and approved by City Council. Removal would take place by City staff if the work product were unsatisfactory.

Councilman Halverson moved to approve Resolution 2020-19: On-Call Property Appraisers Provider Pool. Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

7. Resolution 2020-20: On-Call Property Acquisition Services Provider Pool

- a. Award Contract to Bonneville Acquisitions
- **b. Award Contract to Horrocks Engineers**
- c. Award Contract to LaMar A. Mabey & Associates, Inc.
- d. Award Contract to Meridian Engineering, Inc.

South Weber City publicly solicited for proposals for On-Call Property Acquisition Services. The deadline for submission was May 18, 2020. The City received four (4) proposals from the following companies:

- 1. Bonneville Acquisitions
- 2. Horrocks Engineers
- 3. LaMar A. Mabey & Associates
- 4. Meridian Engineering

EVALUATION

An evaluation committee consisting of the following people was created:

- David Larson, City Manager
- Lisa Smith, City Recorder
- Brandon Jones, City Engineer
- Dana Shuler, Project Engineer

The proposals were reviewed and scored by each committee member independently. The scores were then compiled, and the committee met on May 20, 2020 to review the scores and discuss a recommendation. A summary of the scoring is below, in order of ranking.

Company	Score	Rank
Bonneville Acquisitions	309	1
Horrocks Engineers	295	2
LaMar A. Mabey & Associates, Inc.	289	3
Meridian Engineering, Inc.	270	4

BUDGET

There is no specific budget for this pool. As the need arises for a specific project, the acquisition services will be budgeted for within that specific project.

AWARD RECOMMENDATION

After scoring and discussion were complete, the committee decided to recommend inclusion of all four (4) proposers into the pool. If the Council agrees with this recommendation, please pass a motion awarding inclusion into the pool of all four (4) proposers: Bonneville Acquisitions, Horrocks Engineers, LaMar A. Mabey & Associates, and Meridian Engineering

Councilman Soderquist moved to approve Resolution 2020-20: On-Call Property Acquisition Services Provider Pool. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

8. Resolution 2020-21: Award 2020 Canyon Meadows Wetlands Restoration Project

On May 19, 2020 at 3:00 pm., bids were opened for the 2020 Canyon Meadows Restoration Project. Six bids were received. Engineer Brandon Jones checked the bids and found a few minor errors. However, those errors did not change the ranking of the bids.

The project entails removing fill materials from what the US Army Corps of Engineers has determined to be wetlands around the outer edges of the park. The project will also prepare the native soil and plant a wetland seed mixture. Temporary fencing will be used to help protect the restoration area until the plant growth is established. All bids have been reviewed and Brandon recommended that the Council award the project to **Allied Underground Technology** with their bid of **\$55,924.60**. This recommendation is based upon contractor's experience in doing similar work and their good references.

If the Council agrees with this recommendation, please pass a motion accepting the bid and awarding the project contract to Allied Underground Technology with their respective bid. Jones & Associates will provide the Notice of Award and Contract Agreement for the City and

Contractors to sign. In addition to these documents, the contractor is also responsible to submit Performance and Payment Bonds, and Insurance Certificates within 10 days following Notice of Award.

When these documents have been received, a Preconstruction Conference will be scheduled to discuss the construction details with the contractor prior to beginning the work and a Notice to Proceed will be issued.

Councilman Halverson requested someone explain why the City is paying for this restoration work rather than individuals or companies responsible for the fill. David explained there have been many conversations with those who have been involved, but ultimately it is the City's responsibility as it is City property.

Councilwoman Petty moved to approve Resolution 2020-21: Award 2020 Canyon Meadows Wetlands Restoration Project to Allied Underground Technology with their bid of \$55,924.60. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

9. Resolution 2020-22: Extend Audit Contract with Keddington & Christensen CPAs

Mayor Sjoblom communicated that in 2016 the City went out to bid for new auditors. The City Council chose Keddington & Christensen, CPAs to be the City auditors for 2016 thru 2019. They have done a fine job as our auditors. Keddington & Christensen specialize in governmental auditing and have experience throughout the state both as auditors and as finance directors. This experience has been a valuable asset to the City. Each year the City is required to have the City's financial statements audited by an independent firm which is chosen and hired by the City Council. These auditors work with the City staff but report directly to the City Council. Our current auditors have agreed to a one-year extension of the current contract at the same price of 10,000. After the 2020 audit, the finance committee will make a recommendation to the City Council on a new audit contract for 2021 - 2025.

Councilwoman Alberts asked why the contract is only for one year. Mark McRae, Finance Director, replied most contracts are for five years; however, if the City were to go out to bid with a new auditor, the price would go up. Keddington & Christensen agreed to extend the contract for one more year because they were under the impression that it was a five-year contract back in 2016.

Councilman Soderquist moved to approve Resolution 2020-22: Extend Audit Contract with Keddington & Christensen CPAs. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried

REPORTS

New Business: Councilwoman Alberts discussed the property east of Maverik where the weeds were recently removed. There is a concern of nuisance due to dust. David voiced the City is working with the property owner concerning dust control.

Councilwoman Alberts asked when the park restrooms will be open. David answered this week.

Councilwoman Alberts inquired when the City Council will be meeting again at City Hall. David elaborated there is a limit to the 6 ft. social distance requirement, and only approximately 10-15 individuals would fit at City Hall. If there are more in attendance, the City Council would have to turn people away. Having a meeting at another venue limits live streaming because of audio issues. He recommended individuals pre-register for public comment for Zoom. Mayor Sjoblom acknowledged the need to get back to normal but wasn't sure that desire trumps proper social distancing. Councilman Halverson wondered if we are getting closer to live streaming. David declared the City is still waiting on all the quotes for a new sound system. Mark McRae estimated the final quote coming the following day. Councilman Halverson would like to see moving back to normal done in stages. Councilman Winsor was anxious to get back into the City Hall. He suggested bringing the public in one at a time. Councilwoman Alberts advised the public is missing speaking with the City Council. Councilman Soderquist agreed with the step approach. Councilwoman Petty would like to get back into the Council chambers. Mayor Sjoblom pronounced the first step is to make sure we have the proper audio. David didn't feel the audio was necessarily the issue, but the social distancing and the number of citizens that would fit. Discussion took place to possibly allow 15 individuals to pre-register for public comment. Mayor Sjoblom suggested the City Council meet at City Hall for 9 June 2020 without public. David will continue to look at options for public comment.

Mayor Sjoblom: The Uintah/South Weber Boundary Evaluation Committee, consisting of Blair Halverson, Barry Burton, Rob Osborne, and Mayor Sjoblom along with Uintah representatives met the past week to determine the best alignment for boundaries between Uintah and South Weber. It was determined that the boundary should cross I-84 at the east end of the northernmost Geneva Gravel Pit, follow along the north side of I-84 (next to the freeway) west until it reaches the east end of the McKay Winkel property, and follow the current river alignment until approximately Adams Ave where it follows a section line westward to the rear lot line of the last house on the north side of the west end of Harper Way. At that point, it would follow the south right-of-way line of I-84 to the Riverdale City boundary. This alignment will be drawn up by Barry Burton in conjunction with the surveyors of Davis and Weber Counties. It will then be brought to both City Councils for evaluation and eventual approval.

Northridge High School Graduation Parade was held. It was great to see the Fire Department and Davis County Sheriff's Department involved. She congratulated the graduating seniors.

Councilman Halverson: The Public Safety Committee meeting will be held Wednesday.

Councilman Soderquist: The Finance Admin Committee met to discuss salary ranges, which will be coming in a few weeks.

David Larson, City Manager: The server upgrade took place and within days the old one crashed. He thanked the City Council and Mark McRae for making the decision to upgrade the server. The latest draft for General Plan will be opened for public comment in June and then the Planning Commission will review those public comments and amend the General Plan. An Open House will be held at the FAC June 24th & 25th.

ADJOURNED: Councilwoman Petty moved to adjourn the Council Meeting at 7:01 p.m. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED		Date	06-09-2020
	Mayor: Jo Sjoblom		
	Transcriber: Michelle Clark		
	Transcriber, witchene Clark		
Attest:	City Recorder: Lisa Smith	_	
7			

CC 2020-05-26 CI #1 Eddings

From:	jeff eddings
То:	Public Comment
Subject:	Land clearing on lot just east of frontage road and Maverik.
Date:	Tuesday, May 26, 2020 12:35:35 PM

City Council,

Jeffery Eddings, 2645 East 7800 South

It is my understanding that the lot that is situated just east of the frontage road (east of Maverik) and just west of Highway 89 was scraped clean of its vegetation to provide a more visual appearance for the land owner and to facilitate the bringing in of fill dirt.

This action raises a couple concerns for me:

1. Now that the land has been cleared of its vegetation and fill dirt will be piled up what is going to be done for dust control? With the daily morning winds that blow the homeowners directly west of this lot will be impacted by the blowing dust and debris. Although not a problem currently because it has been wet lately, when the temperatures rise and things start to dry out it will for sure become a problem. If necessary, is the city prepared to enforce the city code that deals with nuisances created from blowing dust and debris against the land owner?

2. I am concerned about all the truck traffic in and out of that lot. Seems to me they will enter directly across from the Maverik's entrance and exit. This section of road and intersection is already horrible enough to navigate. Is the city concerned about the implications of this?

Thank you for your time and consideration.

Jeffery and Stacey Eddings 2645 E. 7800 S. South Weber, Utah 84405 1-801-510-7791

CC 2020-05-26 CI #2 Mitchell

From:	Amy J Mitchell
To:	Public Comment
Subject:	Council Meeting May 26, 2020
Date:	Tuesday, May 26, 2020 5:32:13 PM

Amy Mitchell 1923 Deer Run Drive

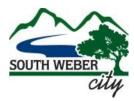
Dear Mayor and City Council Members-

Thank you for the time each of you spend doing these meetings. I am so glad to be able to watch them, however, I do feel like we are ready to move forward into meeting at the city office building. While we are in "Yellow" we are allowed to meet in groups of 50 and I feel like we can hold meetings with groups of that size normally. I also hope and pray that the number will increase and I feel like we can lead the way to show other cities that it is safe to do so. The "at-home" edition of meetings is fun, but I think it is so much better in person.

I do ask you, our city representatives, that you start pushing the health department and the governors office for the allowed number in groups be increased. For more things to be opened and for us to progress to green quicker. With the information on Covid-19 from the CDC to constantly be changing, I feel that it is in error to keep things so restricted. They recently released a report that the virus does not live on surfaces for as long as they once thought. If that is the case, I ask that all park bathrooms be opened!! There is a need for them to be opened! I recommend that there be a sign placed on the door for people to please just wash their hands or to use their own hand sanitizer.

I was so grateful to see the support of the Council in regards to South Weber Days. I hope that we can push the health department to give the permits in time to get this amazing event planned! I am not sure how involved the health department needs to be, but I think our city can find the answer to still make it happen! We so need this and we need to ask the health department to stick to advising and not enforcing. While we are a part of Davis County, we certainly haven't seen the numbers here in South Weber that they have in Layton and we should be able to move forward. Where there is a will, there is a way. Let's plan as if we will stay moving toward green and not plan as if we are already moving back to orange or red!

Thank you for your time and all you do! Amy Mitchell



Council Meeting Date: June 9, 2020

Name: Mark McRae

Agenda Item: 5

Objective: Public Hearing to Consider Opening and Amending 2019-2020 Budget.

Background: The current city budget for 2019-2020 was adopted on August 20, 2019. During the fiscal year unanticipated changes and expenses have occurred. This year's budget needs to be opened and amended to reflect those changes. To amend an adopted budget, a public hearing is required to afford citizen's an opportunity to address the proposed changes.

General Fund Revenues 10-32-290 Plan Checks and Other Fees \$80,000 + 10-34-270 **Developer Pmts. For Improvements** + \$95,000 General Fund Expenditures Admin – Salaries 10-43-110 \$25,000 _ 10-58-110 Planning – Salaries \$25,000 + 10-58-312 Planning – Engineering \$30,000 + 10-58-328 Planning – Inspections \$50,000 + 10-60-416 Streets – Street Lights \$70,000 + Parks – Salaries \$10,000 10-70-110 + 10-70-312 Parks – Engineering \$10,000 + 10-70-270 Parks -Utilities \$ 5,000 +

Summary: Amendments to the 2019- 2020 budget are being adopted as part of the budget.

Committee Recommendation: na

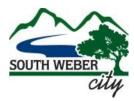
Planning Commission Recommendation: na

Staff Recommendation: Approve Amendments

Attachments: Resolution 2020-23 Amendment Spreadsheet with Comments

Budget Amendment: Yes

<u>FUND</u>	Description	Account #	<u>Amount</u>	<u>Comments</u>
GENERAL				
Revenue		40.00.000	00.000	Web at the file states of t
	Plan Checks and Other Fees	10-32-290		High volume of development
	Developer Pmt. for Improvements	10-34-270	95,000	Street Lights and Mailboxes
	Total Increase in Revenues		\$175,000	-
Expendi	tures			
	<u>Administration</u>			
	Salaries	10-43-110	(25,000)	Change in Development Coordinator position
	Planning & Zoning			
	Salaries	10-58-110	25,000	Change in Development Coordinator position
	Engineering	10-58-312	30,000	High volume of development and General Plan
	Inspections	10-58-328	50,000	Use of 3rd party inspector and high volume
	<u>Streets</u>			
	Street Lights	10-60-416	70,000	Street Lights paid for by developers
	Parks			
	Salaries	10-70-110	10,000	Promotions and certifications
	Engineering	10-70-312	10,000	Wetlands restoration and Parks projects
	Utilities	10-70-270		One-time payment on detention basin
	Total Increase in Expenditures		\$175,000	



Council Meeting Date: June 9, 2020

Name: Mark McRae

Agenda Item: 6

Objective: Public Hearing on 2020-2021 Tentative Budget

Background: Staff and the city council have worked together over the past several months to put together a balanced budget for all funds which is fiscally responsible and meets the needs of the city for the fiscal year ending June 20, 2021. All cities in Utah are required to adopt a city tentative budget outlining expected revenues and expenditures for the next fiscal year. The city council adopted its tentative budget for 2020-2021 on May 12, 2020. A public hearing was set for June 9, 2020 for public comment on the Tentative Budget.

The following changes are proposed to the Tentative Budget:

<u>General Fund - Revenues – Property Tax</u> An increase of \$34,000 due to new growth figures from Davis County.

<u>General Fund - Revenues – Contribution from Fund Balance</u> An increase of \$51,000. <u>General Fund – Administration – Professional & Tech. - Attorney</u> An increase of \$75,000 for property rights attorney.

<u>General Fund-Fire-Salaries</u> An increase of \$10,000 due to an employee salary adjustment recommended by the Finance Committee and recalculation of 2020 budget amendment for captains and holidays.

<u>Capital Projects – Revenues – Contribution from Fund Balance</u> An increase of \$930,000. <u>Capital Projects – Revenues – Developer Pmts. for Improv.</u> An increase of \$110,000 for developer share of streetlight installation.

<u>Capital Projects – Admin. – Improv. Other than Bldgs.</u> An increase of \$30,000 for audio/video upgrade of city council chambers.

<u>Capital Projects – Streets - Land</u> An increase of \$800,000 to purchase property for new public works shop. This is being re-budgeted from fiscal year 2020.

<u>Capital Projects – Streets – Improv. Other than Bldgs.</u> An increase of \$210,00 for streetlight installation.

<u>Sewer Fund – Salaries</u> An increase of \$6,000 due to an employee salary adjustment recommended by the Finance Committee.

<u>Storm Drain Fund – Salaries</u> An increase of \$6,000 due to an employee salary adjustment recommended by the Finance Committee.

<u>Water Fund – Projects</u> An increase of \$565,000 in the Job Corp portion of the East Bench Transmission Lines as per signed agreement. An increase of \$50,000 in the city portion of the East Bench Transmission Line for property easements.

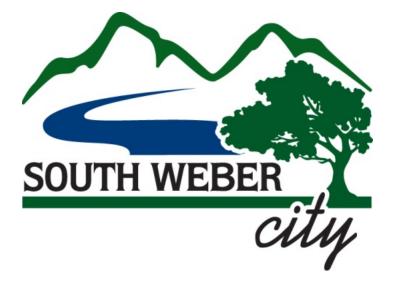
Summary: The South Weber City will take public comment during a public hearing on the 2021 Fiscal Year Tentative Budget.

Committee Recommendation: na

Staff Recommendation: na

Attachments: na

Budget Amendment: na



South Weber City 2020 – 2021 Tentative Budget

Jo Sjoblom, Mayor David Larson, City Manager Mark McRae, Finance Director

Adopted May 12, 2020

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BUDGET MESSAGE

May 12, 2020

To the South Weber City Mayor, City Council, and Citizens:

It is my pleasure to present the Fiscal Year (FY) 2020-2021 budget. A public hearing will be held on June 9, 2020 on the Tentative Budget. The final FY 2020-2021 budget will be adopted on June 23. As one of the most important policy documents the City adopts, the budget is published to provide the South Weber City Council, Citizens, the State of Utah, the South Weber City Administration, Business Groups, and any other interested parties or individuals with detailed information regarding the financial condition and plans of the City from July 1, 2020 to June 30, 2021. The city's Budget Officer is tasked with presenting an accurate and complete budget to the City Council for formal approval in an open and public meeting.

The budget is the City's financial plan for the 2020-2021 fiscal year. It is a representation of the financial guidance necessary for the thoughtful and considerate implementation of the goals and plans of the Mayor and City Council. The budget is constructed with a conservative forecast of underestimating revenues and overestimating expenses. All revenues and expenditures are scrutinized and monitored throughout the year by the administrative staff using systematic, aggressive internal financial controls. Safeguards have been implemented to monitor, authorize, and analyze expenditures. These procedures and controls provide staff with the ability to adjust for the impact of unanticipated changes to the economy without causing dramatic variations in service levels.

Budget Summary

As we prepare this budget, there is a lot of uncertainty with the State of Utah and Davis County brought about by COVID 19. Davis County is the smallest county in land area in the state, but the third most populous. Davis county has 11.11% of Utah's population. In 2019 the unemployment rate was 2.0%. However, this unemployment rate has tripled since March 2020. Although a healthy recovery is anticipated once pandemic related restrictions are relaxed, the length of this recovery is unknown at this time. These county statistics and the following table are taken from the Davis County Annual Report – 2018 Assessor's Office.

Total Value–South Weber	2017 Values	2018 Values	% Change
Overall Total	684,518,759	755,748,263	10.41%
Avg. Single Family	304,798	327,466	7.44%
Avg. Condo/Attached PUD	166,518	184,173	10.60%
Total Assessed Commercial	13,528,440	18,011,715	33.14%

Throughout the last few years, City staff and elected officials have worked alongside with citizens, non-profit organizations, and enterprise groups to take a comprehensive look at the overall health of South Weber City; specifically, in terms of economic growth, infrastructural and facility repair, and improved fiscal management. Collectively, South Weber City officials continue to create long range plans which will, over time, promote an improved environment of health, safety, and wellness for its residents and guests.

Modifications in the budget this fiscal year support the goals the City has set in support of these plans. *In FY* 2020 - 2021, total budgeted General Fund Revenue equals \$2,888,000, an increase of 2.5% due in part to subdivision review fees and an increase in the Class "C" Road fund allotment. Due to the COVID19 pandemic, we have budgeted a 10% decrease in Sales Tax. The major summary of fund expenditures, including contributions and transfers, are: \$2,888,000 General Fund, \$6,328,000 combined enterprise funds (Water, Sewer, Sanitation, and Storm Drain, \$962,000 Capital Projects, \$736,000 Transportation Utility and \$308,000 Recreation fund.

The City Administration is continually looking for improved methods of operation and procedure in its approach to budgeting in order to efficiently control the expenditure of city funds. Fund balance allocations and reserves will be made as necessary to maintain a fiscally sound budget and financial policies.

Budget Priorities and Services

The FY 2020-2021 budget is prepared to meet the priorities of South Weber City. In January of 2018, 2019, and 2020, the City Council held several meetings to discuss the economic, infrastructural, and financial future of the City. In those meetings, several priorities were identified and converted into goals to be achieved in the FY 2020 – 2021 budget. South Weber City is committed to providing ongoing services to its residents through its utility enterprise funds, parks and recreation facilities and programs, and contracts with the Davis County Sheriff's Office for Law Enforcement, Dispatch, and Animal Services.

South Weber City maintains its own Culinary Water System (supplied with water from a City well and from the Weber Basin Water Conservancy District), Sanitary Sewer Collection System (with treatment provided by the Central Weber Sewer Improvement District), Storm Drain System (supported by membership in the Davis County Storm Water Coalition), Street Repair System (supported by Class C Road Funds, and by private contractors chosen by competitive bidding who complete major streets projects), Fire Department and Emergency Management services (enhanced by Mutual Aid Agreements with other jurisdictions), Justice Court (provides adjudication services and sense of community identity), and support of the traditional and longtime community celebration of Country Fair Days (which identifies the values and culture of the South Weber City residents).

To reduce costs, South Weber City also contracts for the following services: information technology services; inter-local agreements with Davis County for law enforcement, dispatch, animal control, elections; and Wasatch Integrated Waste Management District and Robinson Waste for solid waste (garbage removal) services in conjunction with City-owned garbage cans and City billing services.

South Weber City also provides other municipal services, such as notary public services, water leak detection, recreation, and parks.

Population Growth and Commercial Development

South Weber City continues to experience persistent population growth. Construction in South Weber City within the last 3 years has noticeably increased. Investments have and continue to be made to the City's infrastructural systems to provide for additional new office buildings, retail space, and residential housing. New residential dwellings continue to be constructed and the arrival of new commercial business is surfacing. In the coming years, the City will begin to see property taxes coming in from the new residential housing growth.

The City's General Plan and the current zoning map envisions and provides for additional residential development; however, the City needs additional commercial development zones that appeal to profitable business groups. Economic development continues to be a main priority and an essential need for the City's viability as it has potential to alleviate the service cost pressures of streets, police, fire, and parks through sales tax revenue. At present, South Weber City cannot sustain the same level of service it currently has under the existing financial business model. Currently, the City has only one consistent source of revenue - property tax.

Budget Guidelines and Principles

The Mayor and City Council have directed staff to prepare all budgets and funds under the following guidelines and principles:

- <u>City Council</u> Execute the policies and directions of the Mayor and City Council.
- <u>Fiscal Responsibility</u> Enterprise funds should be self-sustaining and "one-time" revenues are to be used for "one-time" expenses; on-going revenue sources should be used to pay for on-going expenses. Evaluate the health of the City's revenue sources on a regular basis. The General Fund should be supported by diverse revenue sources (property, franchise, and sales taxes) that do not cause instability.
- <u>Asset Management</u> Develop capital facility plans for utilities, facilities, and other capital infrastructure that are supported by strategic financial plans. Capital facilities plans should be developed with impact fee facilities plans, and impact fee analysis every six years.
- <u>Compensation</u> Establish and follow a market-driven compensation plan that will entice and retain high-quality employees.
- <u>Reserves</u> Manage General Fund reserves in conformity with state law and establish enterprise fund reserves to sustain emergencies and infrastructure replacement.
- <u>Planning</u> Plan with the big picture in mind. Seek feedback and input from the community.

Financial Highlights

<u>General</u>-

- The assets of South Weber City exceeded its liabilities at the end of the 2019 fiscal year by \$31,708,814 (net position). Of this amount, \$7,243,578 (unrestricted position) is available to meet ongoing obligations of citizens and creditors. Net position increased by \$1,810,584 from the prior year.
- The City's Governmental activities reported a combined ending fund balance of \$14,974,682. Of the combined total fund balance, \$1,965,924 is available for spending at the discretion of the City (unrestricted and undesignated fund balance).

- The unassigned fund balance of the general fund at June 30, 2019, totaled \$568,950 and is 24% of the general fund total revenue for the year.
- Total principal balance of debt for South Weber City decreased approximately \$200,555 due to principal payments on bonds.
- Several developments were completed during the year, and the related infrastructure was contributed to the City. Capital assets were added in the water, sewer and storm drain funds, as well as the general fixed assets of the City.

Expenditures-

Personnel:

South Weber City has experienced several significant challenges concerning its workforce. Many of these challenges are attributed to the large amount of growth that has taken place and the recent surges that have occurred in the labor market. The labor market has improved significantly over the last several years making the City's competition to be against both the private and public sectors.

In addition, employment in the public-sector labor market has been dominated by neighboring area communities, both large and small. The attrition of these economic and market transformations has impeded the City's ability to be productive and cost effective.

As a result, the Mayor and Council have recognized that the ultimate benefit to South Weber City residents is the incalculable cost savings of retaining high quality employees. In an effort to address these concerns, several goals and objectives were identified:

- 1. Create a competitive compensation plan;
- 2. Establish control groups whereby data can be obtained (benchmarks)¹;
- 3. Collect the necessary market data from the benchmarks; and
- 4. Remain fiscally responsible, yet have the ability to attract, retain, and motivate high performing employees.

On May 16th, 2017, the City Council adopted a compensation plan that would take the average of the selected benchmarked cities and adjust the [City's] position ranges (min/mid/max) -15% below the average of the selected benchmarked cities. Below the average means that South Weber City would pay -15% below the average wage that an area, similar, and next step community would pay for any given position; allowing South Weber City to stay competitive, retain employees, yet not be subject to the higher compensated salaries of area, similar, and next step communities.

The City Council also adopted, in its policy, that range adjustments are to be conducted every two years to prevent the City from having to address this matter in the years to come. Compensation is contingent on performance and the availability of funds. A significant portion of the City's workforce is non-benefited (seasonal and part-time/volunteer staff, including continuous aid from the U.S. Department of Labor Weber Basin Job Corps).

Operations:

Public Safety is a major component of the General Fund. Over the prior years, the Emergency Medical Service level of South Weber has been significantly raised to the benefit of our citizens. Medical response time has decreased from an average of 10 minutes, to only 4 minutes. Staffing has changed from 11 volunteers to 35 part-time professionals, most of whom work full-time at other EMS agencies. This reduced response time and increased level of training is critical when seconds count in a medical emergency. Our EMS service level was also increased in 2018 with the addition of our own ambulance service. This needed increase in EMS service level has not come without a cost. Funding has been accomplished by a major property tax increase in 2019.

Capital:

A significant component of the Mayor and Council's "Priorities and Fundamental Focus" is the maintenance of the City's infrastructure, particularly the roads. The funding of Capital Projects is a fundamental financial tool that appropriates funds to maintain the assets of the City. As noted in the Operations section above, this funding has diminished significantly as resources have shifted to maintain the operational service levels of the city.

In June of 2017, the Mayor and Council adopted a Transportation Utility Fee (T.U.F.) for the preservation, maintenance, and operations of the South Weber City owned public roads. In doing this, restricted funds for roads has been implemented without a property tax increase.

South Bench Drive Phase 1 was started in 2019 and was completed in the 2020 budget. The original street name has been changed to Old Fort Road. Future Impact Fees will eventually reimburse the Capital Projects fund for the Class "C" portion of the project

The rehabilitation of the Westside Water tank has been studied for the last three years. Various options including total replacement, or major rehab have been carefully studied. The rehabilitation of the tank was started in 2018 and completed the 2020 budget year.

The 2020-21 budget's largest capital expenditure is a joint project between the Water department and the U.S. Department of Labor on the East Bench Transmission Line Project. This joint project is financially beneficial to South Weber City as well as to the Job Corps facility to the east of the city. The Cost is \$ 1,800,000 of which \$1,200,000 is being paid by the federal government. A second joint project is the Cottonwood Drive water line upgrade. This project involves several parties for a cost of \$ 700,000. Other parties will pay \$435,000 of that cost, resulting in a cost savings to both South Weber City and Uintah City.

Revenue Highlights – Taxes and Fees

Taxes

The Davis County Auditor's 2019 Certified Tax Rate for South Weber City is .001441, an increase of approximately 99% from the previous year. This 2019 rate was adopted by the city council on August 20, 2019. The Certified Tax Rate is based on the previous years assessed valuations across the entire city and the amount of property tax received. The Certified Tax Rate will go up or down as needed to arrive at the same amount of tax dollars the City received the prior year. The only way the City can get more property taxes than allowed by the Certified Tax Rate is to hold a Truth in Taxation hearing and make a case for a tax increase to the public. The Davis County Auditors 2019 certified tax rate revenue for South Weber City is \$700,997.

For 2020-2021, the city is not proposing a property tax increase and will adopt the Davis County Auditor's proposed Certified Tax Rate.

Fees:

Central Weber Sewer Improvement District (CWSID) approved a 2% rate increase for sewer treatment in a public hearing held in December 2019. Unlike prior years, the city will not increase the sewer rates, but absorb the increase within the current rate structure.

Wasatch Integrated Waste Management provides the disposal of our garbage which is collected weekly by Robinson Waste Services. Robinson Waste Services raised their rates by \$0.25 per can on January 1, 2020. With the economic turndown and COVD19 affecting our community and citizens, the city council will not pass this increase on.

The culinary water rates were restructured and increased in 2018 to meet the infrastructure needs of the water system through 2025. The breakdown of these infrastructure expenditures is found in the Culinary Water Capital Facilities Plan. A public hearing on the new rates was held on May 15, 2018 and the new rates were adopted on May 22, 2018.

The Impact Fees for culinary water, sewer, parks and recreation have been adopted. The public safety, and storm water impact fees are in the process for completion and will be adopted this fiscal year.

Recognizing the current condition of the City's roads and the need for continual maintenance and preservation, on June 20, 2017, the Mayor and City Council adopted a Transportation Utility Fee. The adopted fee structure is tiered commencing at \$5.00 the first fiscal year; \$10.00 the second fiscal year; and increased to \$15.00 July1, 2019. The estimated total annual revenue from the fund for the first year is \$126,000, the second year \$252,000, and \$378,000 each year thereafter. A review of the fund and the associated fee will take place in the year 2022.

The Transportation Utility Fee funds are restricted monies to be used for the sole purpose of the preservation, maintenance, and operations of South Weber City owned public roads. Funds originating from the Transportation Utility Fee shall be expended in accordance with the priorities indicated in the South Weber City Streets Capital Facilities Plan, the current remaining service life of roads, and/or as directed by the South Weber City Council.

In the General Fund and Capital Projects Fund, sales tax receipts are anticipated to be \$856,000. This decrease is in anticipation of the economic impact of COVID19 restrictions and recovery.

Building fee revenue has increased in the past three years but is intentionally understated in the General Fund.

The Consolidated Fee Schedule is continually updated to meet the costs of current operations.

Summary

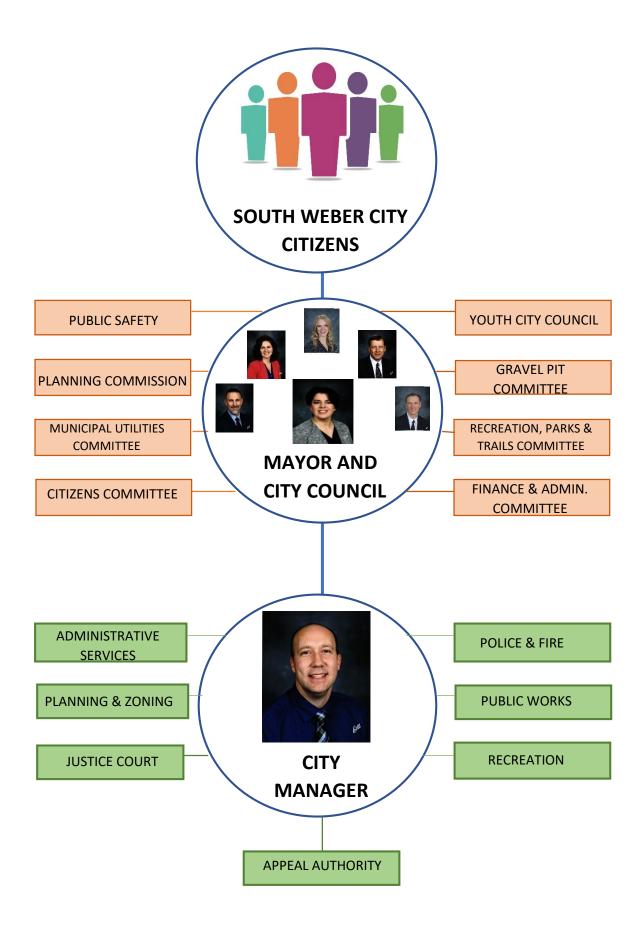
The attached budget is a balanced budget. South Weber City encourages, and is hopeful to have, public involvement in the budget process as it is a great opportunity for residents, business owners, and other stakeholders to participate in the City's governmental operations. Like years past, the City will hold an open and public meeting where the tentative budget is presented and adopted (May 12, 2020). City Administration

has afforded 4 weeks from that date for consideration of public comment, suggestions, and review. A public hearing on the South Weber City Fiscal Year 20120 - 2021 Tentative Budget will be held on June 9, 2020 and adoption of the final budget by the City Council in an open and public meeting will be held on June 23, 2020.

As a result of thorough, firm, and responsible financial practices and due to the efforts of the City's dedicated staff in many long-range planning efforts, I believe South Weber City is poised for a very prosperous future.

Respectfully Submitted, David Larson City Manager South Weber City

Assisted by Mark McRae Finance Director South Weber City



BUDGET HIGHLIGHTS FY 2020-2021

Governmental Type Funds Revenues

- <u>Property Tax (10-31-100)</u>. Last year the city council approved a major tax rate increase. This year the city council has voted to not hold a Truth-in-Taxation hearing and let the county automatically decrease the tax rate to compensate for any total property value increases. The budgeted increase is due to new growth only. It is important in these unusual times to do what we can to help our citizens with the pain and stress they may be feeling, especially in the financial area where possible. Although we have had increases from our major providers in Sewer and Sanitation, we are proposing for this year to NOT increase the Sewer and Sanitation rates.
- <u>Sales and Use Tax (10-31-300)</u>. The city anticipates a downturn in the economy due to COVID19. This account will be affected more than any other revenue account. The city budgets 80% of anticipated sales tax in this account and 20% in account 45-31-300 for Capital Projects.
- <u>Class "C" Road Fund Allotment (10-33-560).</u> The allotment totals over \$300,000 per year. Only a portion is budgeted to applied to General fund Street department expenses such as snow plowing.
- <u>Subdivision Review Fee (10-34-105)</u>. Developer payments for third party reviews and inspections are recorded here. Account 10-58-319 is the corresponding expense account.
- <u>Developer Pmts for Improvements (10-34-270</u>). Payments by developers for streetlights, street signs, and mailboxes are included in this account.
- <u>Transfer from Impact Fees (10-39-800</u>). Public Safety Impact fees are transferred to the General Fund to be applied to the bond payments on the fire station.
- <u>Fund Balance</u>. By State law, a maximum of 25% of the General Fund's total revenues for a year can be kept in the fund balance. This fund balance is for operating cash until property tax in received around November and for emergencies. The current balance is \$569,000.
- <u>Transfer from Impact Fees (45-39-800).</u> \$390,000 from Park Impact fees is budgeted to be transferred to Capital Projects for planned park improvements. \$327,00 in new Road Impact Fees will be transferred to the Capital Projects Fund as reimbursement on South Bench Drive Phase 1.
- <u>Transfer from Recreation Impact Fees (20-39-800</u>]. Recreation Impact fees are transferred each year to the Recreation Fund to be applied to the principal and interest on the Family Activity Center's Bond.
- Recreation revenues and expenses for various programs may be affected by the COVD19 related restrictions, if the restrictions continue into the 2021 fiscal year.
- <u>Developer Pmts for Improv (56-34-270)</u>. Developers pay the city to have a seal coat applied to the asphalt streets in their development a year after the development is completed. The work is included as part of the Projects of the Transportation Utility fund.

Expenditures

- <u>Salaries and Benefits.</u> A time analysis was done of employee hours to see where they were actually spending their time. The allocation of employee hours to the various departments was changed to reflect their actual workload. Some departments' salary and benefits were increased, and some decreased accordingly. The 2021 budget includes an average 3% merit increase. A maximum of \$37,224 will be allocated according to personnel evaluations.
- <u>Legislative Miscellaneous (10-41-620</u>). Donations to South Weber Elementary and Highmark were added this year in the amount of \$200 each.
- Judicial Travel and Training (10-42-230). Previously the travel and training costs for the judge were split between three cities. Beginning this year, the entire cost will rotate among the three cities. South Weber will be the first to budget the full amount, and the other two cities will budget for 2022 and 2023.
- <u>Administrative Elections (10-43-316)</u>. Elections are held every two years. This is a non-election year, but this account will be a budget item again in 2022.
- <u>Administrative Transfer to Recreation Fund (10-43-841).</u> The Recreation fund sponsors many activities that are free to the public. A transfer is made year to cover the non-self-supported programs as needed. The transfer is in this department.
- <u>Administrative Transfer to Cap. Proj. Fund (10-43-910).</u> This expenditure was replaced by the 80/20 split of Sales Tax revenue.
- <u>Fire Equipment Supplies and Maintenance (10-57-250)</u>. Last year's budget included a significant increase for the purchase of 20 airpack bottles. None are budgeted in this year. The new fire truck has reduced maintenance costs.
- <u>Planning and Zoning Salaries (10-58-110 and 10-58-120)</u>. This account reflects the larges change due to the reallocation of salaries for the Public Works Director, the Building Inspector, and the Development Coordinator.
- <u>Planning and Zoning GIS/Mapping (10-58-325)</u>. This account is new to this department, as well as sever other departments. The expense was previously included in the Engineering account (10-58-312).
- <u>Streets Equip. Supplies & Maint. (10-60-250).</u> Maintenance costs have decreased as older equipment and vehicles have been replaced in the last couple of years.
- <u>Streets Mailboxes and Street Signs (10-60-415)</u>. New account has been created as city policy has changed. Mailboxes and street signs are no longer installed by the developers but are purchased and installed by the city. Developers pay the city to do this and the revenue is recorder in account 10-34-270.
- <u>Streets Streetlights (10-60-426)</u>. The new streetlight policy was adopted to reduce costs and provide uniformity to the city lights. Like the previous new account, developers pay for this expense.
- <u>Parks Salaries (10-70-110)</u>. The Parks department budget shows the addition of one full-time employee. This is the only addition to the workforce in the 2021 budget. As the city has added new parks, and/or new retentions basins that are maintained as parks, the need for additional personnel has become necessary to keep the same level of service to the citizens. The requested increase in park maintenance is also reflected in the other expense accounts.

• Capital Projects (Fund 45).

 Fire - Power Lift Gurney 	\$ 35,000
 Streets - Tractor and Attachments 	\$ 75,000
 Streets – Public Works Building Design 	\$ 50,000
 Parks - Cherry Farms Ballfield 	\$190,000
 Parks - Canyon Meadows Gravel Parking Lot 	\$ 50,000
 Parks - Canyon Meadows Pickleball Court 	\$150,000
<u>TUF – Street Projects (56-76-730).</u>	
 City Projects 	\$550,000
 New Subdivision chip seal (paid by develop 	ers) \$118,000

City Project list:

- Cottonwood Drive (Adams Avenue to River Bridge)
- 8150 S (2570 E to 2700 E)
- Sunrise Ridge
- Bowman Old Farm Estates
- Crack Fill approximately 1/5 of City

Business Type Funds

Revenues

- <u>Water Developer Payments for Improvements (51-34-270).</u> Water projects totaling \$2,500,000 are planned for in this budget. These are joint projects with other agencies such as Job Corps and Weber Basin contributing over 65% of the funding.
- <u>Sewer Sales (52-37-300).</u> Beginning on January 1, 2020, the Sewer department received a 3.42% increase in charges from the Central Weber Sewer Improvement District for treatment of sewage. This increase has been around 2% the last couple of years and is expected to be about the same in 2021. This increase hits the city midyear. Although the fund cannot continue to yearly absorb these increases, a pass-thru increase of 2.5 percent is <u>NOT</u> proposed.
- <u>Sewer Impact Fees and Sewer fund Balance (52-38-910 and 58-39-500)</u>. The upsizing of the trunk line in Cottonwood Cove is budgeted at \$950,000. Impact Fees and fund balance will be used to fund the project. Impact Fees collected in future years will reimburse the fund balance portion of the expenditure.
- <u>Sanitation Fees (53-37-700)</u>. Robinson Waste is the service provider who picks up the garbage containers from our citizens each week. After almost 10 years, they increased the per can charge by \$0.25 on January 1, 2020. Because of savings in other areas, a pass thru increase of \$0.25 per can is <u>NOT</u> proposed for this fiscal year.
- <u>Storm Sewer Revenue (54-37-450).</u> The CFP, IFFP, and IFA studies are currently underway. A rate study for storm drain charges will follow. A significant increase in these charges is anticipated to be proposed to the council as soon as the study is completed.

Expenditures

- <u>Salaries (xx-40-110)</u>. Salaries in the Enterprise funds also reflect the allocation changes from the employee hour time analysis.
- <u>Water Purchases (51-40-491)</u>. The charges from Weber Basin increase each year as new homes are built and added to the system resulting in more water being used.
- <u>Water Meter Replacement (51-40-495).</u> Each year the Water department normally replaces 200 meters on a ten-year rotation. This year the department will replace 400.
- Water Improvements other than Buildings (51-40-730).
 - •East Bench Transmission Line\$1,800,000
 - Cottonwood Drive upgrade \$ 700,000
 Water Equipment (51-40-740). New metering and SCADA system is re-budgeted from 2020 fiscal
 - year.
- Water Vehicles (51-40-750).
 - Replace 2013 Pickup and utility bed
 \$ 45,000
- <u>Sewer Engineering (52-40-312)</u>. Following the completion of the City's General Plan, a new CFP, IFFP, IFA, and possible rate study will be needed.

\$ 200,000

- <u>Sewer Treatment Fees 52-40-491</u>). Central Weber Sewer Improvement District raised their yearly charges 3.42% effective January 1, 2020.
- <u>Sewer Projects (52-40-390).</u>
 O Upsize trunk line in Cottonwood Cove \$ 950,000
- <u>Sanitation Equipment Supplies and Maint. (53-40-250).</u> Increased yearly purchased of new garbage cans from 200 to 300.
- <u>Sanitation Fee Charges (53-40-492)</u>. Reflects Robinson Waste collection charge increase of \$0.25 per can which was effective January 1, 2020.
- <u>Storm Drain GIS/Mapping (54-40-325)</u>. Most of the GIS work done next year will be on the Storm Drain infrastructure.

FUND REVENUE SUMMARY FY 2020-2021

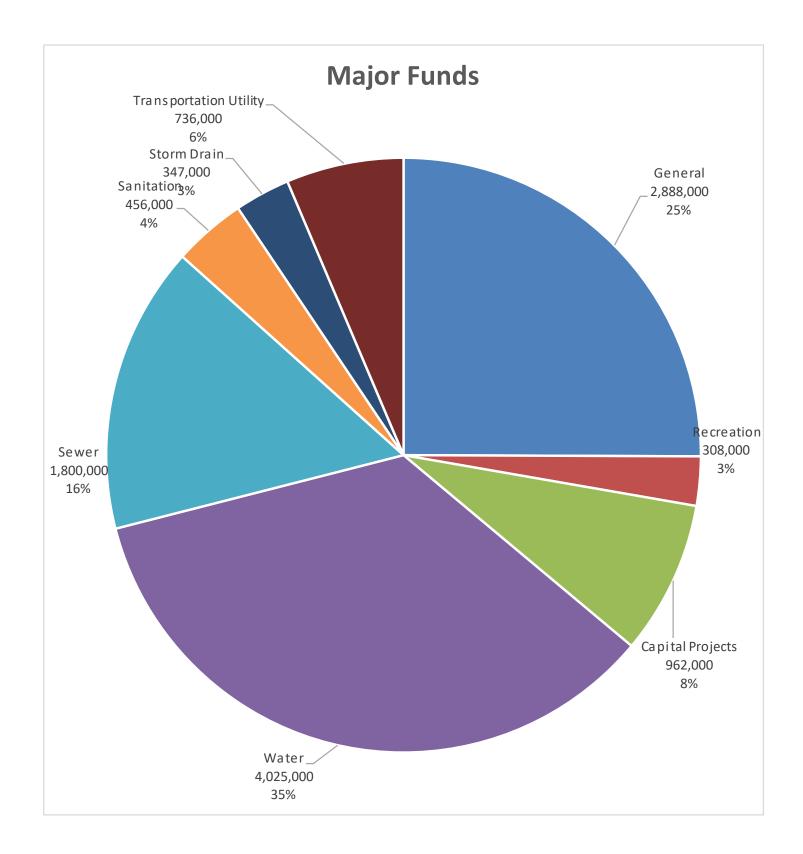
FUND REVENUE SUMMARY

Fund	Fund Title	2017-18	2018 - 19	2019 - 20	2019 - 20	2020 - 21
 		Actual	Actual	Estimate	Budget	Budget
10	General	2,246,868	2,146,760	3,088,955	2,818,000	2,888,000
20	Recreation	158,211	261,535	343,666	313,000	308,000
45	Capital Projects	650,334	734,378	3,118,394	2,996,000	962,000
51	Water	1,436,695	1,693,424	1,993,021	2,764,000	4,025,000
52	Sewer	1,246,566	1,059,523	1,219,886	1,961,000	1,800,000
53	Sanitation	358,022	368,441	471,904	453,000	456,000
54	Storm Drain	517,426	189,852	788,629	565,000	347,000
56	Transportation Utility	0	192,091	513,176	778,000	736,000
21	Sewer Impact	283,298	308,637	401,290	250,000	960,000
22	Storm Water Impact	49,526	31,441	76,168	152,000	40,000
23	Park Impact	132,450	217,930	316,079	160,000	390,000
24	Road Impact	64,668	76,931	509,098	250,000	327,000
26	Water Impact	106,942	128,538	212,055	170,000	190,000
27	Recreation Impact	74,973	77,292	91,692	66,000	71,000
29	Public Safety Impact	30,692	13,448	28,342	10,000	12,000
		7,356,672	7,500,221	13,172,357	13,706,000	13,512,000

FV 2020-2021

FUND SUMMARY

Fund	Fund Title	2017-18	2018 - 19	2019 - 20	2019 - 20	2020 - 21
		Actual	Actual	Estimate	Budget	Budget
10	General	2,098,822	2,650,603	2,723,087	2,818,000	2,888,000
20	Recreation	270,757	265,194	203,946	313,000	308,000
45	Capital Projects	886,827	1,156,365	2,932,701	2,996,000	962,000
51	Water	1,364,769	1,416,364	2,253,358	2,764,000	4,025,000
52	Sewer	743,122	860,612	876,335	1,961,000	1,800,000
53	Sanitation	344,831	359,734	406,216	453,000	456,000
54	Storm Drain	571,863	456,226	639,708	565,000	347,000
56	Transportation Utility	64,993	352,659	571,805	778,000	736,000
21	Sewer Impact	0	55,410	159,000	250,000	960,000
22	Storm Drain Impact	189,265	0	76,000	152,000	40,000
23	Park Impact	2,996	0	160,000	160,000	390,000
24	Road Impact	24,011	0	500,000	250,000	327,000
26	Water Impact	107,338	71,579	150,000	170,000	190,000
27	Recreation Impact	69,800	94,465	92,000	66,000	71,000
29	Public Safety Impact	30,692	12,636	14,000	10,000	12,000
		6,770,086	7,751,847	11,758,156	13,706,000	13,512,000



GENERAL FUND REVENUES FY 2020-2021

Account No.	Account Title	2017-18 Actual	2018-19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
GENERAL FU	ND REVENUES	Actual	Actual	LStillate	Buuget	Buuget
TAXES						
10-31-100	Current Year Property Taxes	295,754	321,861	651,240	701,000	720,000
10-31-120	Prior Year Property Taxes	26,052	20,866	11,661	20,000	10,000
10-31-200	Fee In Lieu - Vehicle Reg	30,089	32,779	30,384	25,000	30,000
10-31-300	Sales and Use Taxes	328,549	641,287	752,736	701,000	685,000
10-31-305	Transportation - Local Option	13,612	0	0	0	0
10-31-310	Franchise/Other	410,902	386,795	396,059	400,000	400,000
Total Ta	•	1,104,959	1,403,587	1,842,080	1,847,000	1,845,000
		, - ,	,,	,- ,	,- ,	,,
LICENSES AND) PERMITS					
10-32-100	Business Licenses and Permits	8,783	8,949	8,649	8,000	8,000
10-32-210	Building Permits	358,031	353,882	350,082	310,000	330,000
10-32-310	Excavation Permits	915	2,219	94	0	0
Total Lic	enses and Permits:	367,729	0	358,825	318,000	338,000
	NMENTAL REVENUE					
10-33-400	State Grants	0	0	1,500	0	0
10-33-550	Wildland Firefighting	39,353	0	0	0	0
10-33-560	Class "C" Road Fund Allotment	262,218	283,851	301,303	94,000	150,000
10-33-580	State Liquor Fund Allotment	4,804	5,579	5,500	5,000	6,000
Total Int	ergovernmental Revenue:	306,374	289,430	308,303	99,000	156,000
CHARGES FOR	R SERVICES					
10-34-100	Zoning & Subdivision Fees	16,310	17,679	7,759	15,000	5,000
10-34-105	Subdivision Review Fee	88,328	66,443	54,762	80,000	80,000
10-34-250	Bldg. Rental/Park Use (Bowery)	2,666	1,640	1,607	0	0
45-34-270	Developer Pmts for Improvements	_,0	0	27,000	0	30,000
10-32-290	Plan Check and Other Fees	0	26,218	80,727	0	55,000
10-34-760	Youth City Council	0	0	0	0	0
10-34-560	Ambulance Service	0	0	57,202	100,000	70,000
Total Ch	arges for Services:	107,304	111,979	224,173	195,000	240,000
			·	-		
FINES AND FC	DRFEITURES					
10-35-100	Fines	90,577	90,779	86,058	85,000	85,000

Total Fi	nes and Forfeitures:	90,577	90,779	86,058	85,000	85,000
MISCELLANE	OUS REVENUE					
10-36-100	Interest Earnings	18,842	50,497	38,004	57,000	35,000
10-36-300	Newsletter Sponsors	0	0	0	0	0
10-36-400	Sale of Assets	0	2,457	0	0	0
10-36-900	Sundry Revenues	8,547	21,913	6,011	5,500	5,500
Total M	iscellaneous Revenue:	27,389	74,867	44,015	62,500	40,500
CONTRIBUTIO	ONS AND TRANSFERS					
10-39-100	Fire Agreement/Job Corps	0	0	17,000	3,500	3,500
10-39-110	Fire Agreement/County	927	1,481	1,400	1,000	1,000
10-39-300	Transfer for Administrative Services	136,900	162,000	167,100	167,000	167,000
10-39-800	Transfer from Impact Fees	104,711	12,636	40,000	40,000	12,000
10-39-900	Fund Balance to be Appropriated	0	0	0		0
Total Contributions and Transfers:		242,537	176,117	225,500	211,500	183,500
		2,246,868	2,146,760	3,088,955	2,818,000	2,888,000

GENERAL FUND DEPARTMENT SUMMARY FY 2020-2021

GENERAL FUND SUMMARY

Dept.	Department Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
10-41	Legislative	53,812	52,408	53,991	60,000	60,000
10-42	Judicial	113,943	85,681	87,882	100,000	102,000
10-43	Administrative	642,575	1,005,133	827,586	925,000	889,000
10-54	Public Safety	158,289	165,820	253,867	258,000	260,000
10-57	Fire	415,576	564,994	631,235	643,000	602,000
10-58	Zoning	305,459	321,941	376,500	328,000	380,000
10-60	Streets	239,006	235,396	233,580	264,000	296,000
10-61	Class "C" Roads	0	0	0	0	0
10-70	Parks	170,162	219,230	258,446	240,000	299,000
		2,098,822	2,650,603	2,723,087	2,818,000	2,888,000

LEGISLATIVE DEPARTMENT FY 2020-2021

The mission of the Legislative Services Department is to enact ordinances and resolutions, approve an annual budget and make other financial policy decisions, direct and supervise the City Manager, ensure that services are provided in a cost-effective manner, provide nominal compensation, as well as training and education, for elected officials and Planning Commission members, and provide policy direction for the benefit of the City, its residents, and businesses. To accomplish these important objectives, it is acknowledged that ongoing preparation and planning is realized, relationship development with neighboring public officials is attained, and that private enterprise groups are encouraged to participate in the future growth of the City.

Furthermore, the Mayor and City Council are committed to providing for a Youth City Council in order to provide leadership training and service opportunities for the youth who reside in the City, as well as a Planning Commission (to provide for recommendations and decisions regarding all land use ordinances and applications).

LEGISLATIVE

10-41-005	Salaries - Council & Commissions Mayor & City Council		28,000
	(Planning Commission moved to Planning & Zoning.		
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	3,500 500	4,000
10-41-230	Travel and Training <i>Charges for conferences, educational materials, & employee travel</i> ULCT Fall Conference (6 councilmembers) ULCT St. George Conference (6 Council Members) Spring Retreat Misc.	2,400 6,000 2,000 2,000	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 Donation to Sunset Jr. High Donation to Northridge South Weber Elementary Highmark City Holiday Season Event Other unclassified	200 200 200 200 3,000 200	4,000
10-41-740	Equipment		0
10-41-925	Country Fair Days Donation		5,000

Account No.	Account Title	2017-18 Actual	2018-19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
LEGISLATIVE						
10-41-005	Salaries - Council & Commissions	27,600	26,400	25,378	28,000	28,000
10-41-131	Employee Benefit-Employer FICA	2,328	2,020	1,794	2,200	2,200
10-41-133	Employee Benefit - Work. Comp.	694	657	547	700	700
10-41-140	Uniforms	0	43	0	300	300
10-41-210	Books, Subscriptions, Memberships	3,946	4,157	3,848	4,000	4,000
10-41-230	Travel & Training	6,712	7,206	10,900	12,600	12,600
10-41-240	Office Supplies and Expenses	103	178	149	200	200
10-41-494	Youth City Council	1,111	2,788	2,855	3,000	3,000
10-41-620	Miscellaneous	3,978	8,961	3,394	4,000	4,000
10-41-740	Equipment	4,247	0	0	0	0
10-41-925	Country Fair Days Donation	3,093	0	5,000	5,000	5,000
		53,812	52,408	53,865	60,000	60,000

JUDICIAL DEPARTMENT FY 2020-2021

The South Weber Justice Court was established in 1971 when the city was incorporated. Its mission is to improve the quality of life for the residents and non-residents who frequent the city. The Court has jurisdiction to adjudicate infractions and misdemeanors (Class B & C) when the violation occurred within city boundaries. Several law enforcement agencies issue citations into the South Weber Justice Court including Utah Highway Patrol, Davis County Sheriff's Office and the Division of Wildlife Resources. Small claims cases which either occurred in the city or where the defendant resides in the city may also be heard if the suit is \$11,000 or under. The South Weber Justice Court is dedicated to serving the public with respect and professionalism. The Judge is assisted in his duties by one full time clerk and one assistant clerk. The latest re-certification took effect in 2020 and will continue for a four-year term. The Administrative Office of the Courts oversees Utah judicial matters and has found this court to be in full compliance with all standards, regulations and guidelines. The court is a Class III Justice Court based on the volume of citations processed.



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JUDICIAL

10-42-004	Judge Salary .1 FTE	15,000
10-42-120	Full-time Employee Salaries .5 FTE	36,000
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	300
10-42-135	Employee Benefit - Health Ins.	13,000
10-42-210	Books/Subscriptions/Membership Utah State Code books	600
10-42-230	Travel and Training <i>Charges for conferences, educational materials, & employee travel</i> Admin. Office of Courts - Fall Admin. Office of Courts - Spring BCI Conference Judge Local training	3,100 1,400 400 700 400 200
10-42-240	Office Supplies & Expense Normal office supplies, postage and copying	600
10-42-243	Court Refunds	0
10-42-280	Telephone	500
10-42-313	Professional/Tech Attorney Contracted Service for City Prosecutor & Public Defenders	10,000
10-42-317	Professional/Technical-Bailiff Contracted Service with County Sheriff's Office	4,700
10-42-350	Software Maintenance Software maintenance contracts	800
10-42-550	Banking Charges Bank charges and fees and credit card transaction fees	600
10-42-610	Miscellaneous	1,300

Account N0.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
			//etual	Lotinute	Dudget	
JUDICIAL						
10-42-004	Judge Salary	14,736	13,735	10,680	16,000	15,000
10-42-110	Employee Salaries	51,252	30,216	33,659	34,000	36,000
10-42-130	Employee Benefit - Retirement	11,526	8,446	7,713	11,000	11,000
10-42-131	Employee Benefit-Employer FICA	4,923	3,327	2,950	4,000	4,000
10-42-133	Employee Benefit - Work. Comp.	107	82	160	500	500
10-42-134	Employee Benefit - UI	700	0	500	500	300
10-42-135	Employee Benefit - Health Ins.	15,306	11,067	11,693	14,000	13,000
10-42-210	Books/Subscriptions/Membership	514	493	644	600	600
10-42-230	Travel & Training	990	142	1,982	1,500	3,100
10-42-240	Office Supplies & Expense	676	560	578	400	600
10-42-243	Court Refunds	0	0	0	0	0
10-42-280	Telephone	0	898	540	0	500
10-42-313	Professional/Tech Attorney	7,200	8,319	9,694	10,000	10,000
10-42-317	Professional/Technical-Bailiff	3,325	3,482	4,586	4,000	4,700
10-42-350	Software Maintenance	523	641	764	800	800
10-42-550	Banking charges	1,975	1,677	506	1,200	600
10-42-610	Miscellaneous	191	77	1,233	1,500	1,300
10-42-980	State Treasurer Surcharge	0	2,519	0	0	0
		113,943	85,681	87,882	100,000	102,000

ADMINISTRATIVE DEPARTMENT FY 2020-2021

The Administrative Department's mission is to serve as the focal point of the day-to-day operations and administrations of the City while implementing and enacting the policies of the Mayor and Council, carrying out directives of the City Manager through staff and contract relationships, and providing quality services to its residents and the businesses in South Weber City.



ADMINISTRATIVE

10-43-110	Full Time Employee Salaries City Mgr., Finance Dir., Treasurer and Recorder -3.5 FTE		313,000
10-43-120	Part-time Employee Wages Front Office, Code Enforcement, Recording Sec 2.5 FTE		87,000
10-43-130	Employee Benefit - Retirement		81,000
10-43-131	Employee Benefit-Employer FICA		31,000
10-43-133	Employee Benefit - Work. Comp.		4,000
10-43-134	Employee Benefit - UI		2,900
10-43-135	Employee Benefit- Health Ins		64,800
10-43-136	HRA Reimbursement - Health Ins		6,000
10-43-137	Employee Testing		0
10-43-140	Uniforms Once a year all employees receive an article of clothing with city logo		1,000
10-43-210	Books/Subscriptions/Membership Memberships in Professional Organizations and Subscriptions UCMA, ICMA, AICPA, ULCT, UGFOA, Standard Examiner, etc.		3,500
10-43-220	Public Notices Notices published in the Standard Examiner		5,000
10-43-230	Travel & Training <i>Charges for conferences, educational materials, & employee travel</i> ULCT Spring and Fall Conferences UCMA Conference UGFOA Conference (local & national) GFOA Conference UMCA UAPT ICMA Conference Caselle Conference City Manager Vehicle Allowance Other trainings - 1-2 day local	2,000 1,000 2,400 1,500 1,000 700 3,000 1,700 5,000 1,700	20,000
10-43-240	Office Supplies & Expense Copier Supplies, Postage, and general office supplies		8,000

10-43-250	Equipment - Operating Supplies and Maintenance Upkeep or repair of equipment and operating supplies		5,500
10-43-256	Fuel Expense		300
10-43-262	General Government Buildings <i>Maintenance of City Hall</i> Janitorial Services Fire Ext., flags, misc. Other	3,000 2,000 2,500	7,500
10-43-270	Utilities Electricity, Natural Gas and Recycling expenses for City Hall		6,000
10-43-280	Telephone Comcast services and Cellphone Allowances		18,000
10-43-308	Professional & Tech I.T. Executech Infobytes Other	9,000 4,000 1,000	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 Municipal Election run by County		0
10-43-319	Professional & Tech Subd. Reviews (Moved to Planning & Zoning Dept.)		0
10-43-329	City Manager Fund Special activities at City Manager's discretion		3,000
10-43-350	Software Maintenance Software maintenance contracts Caselle Software Laserfische Focus & Execute ArchiveSocial	3,000 2,000 3,000 2,000	24,000

	Office 365/email/backup Domain Name/ Misc.	13,000 1,000	
10-43-510	Insurance & Surety Bonds General Liability and Property Insurance		45,000
10-43-550	Banking Charges Bank charges and fees and credit card transaction fees		1,500
10-43-610	Miscellaneous Unclassified unanticipated expenses		2,000
10-43-625	Cash over and short		0
10-43-740	Equipment Purchases Computer upgrades and software Website Development & Software	2,000 25,000	27,000
10-43-841	Transfer to Recreation Fund		70,000
10-43-910	Transfer to Cap. Proj. Fund No longer used. Replaced with 20% allocation of sales tax directly to Capital Projects Fund		0

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
	· ·	Actual	Actual	Littinate	Dudget	Duuget
ADMINISTRAT	IVE					
10-43-110	Full Time Employee Salaries	265,759	276,652	288,030	331,000	313,000
10-43-120	Part-time Employee Wages	34,765	36,551	47,384	33,000	87,000
10-43-130	Employee Benefit - Retirement	42,652	49,506	55,374	78,000	81,000
10-43-131	Employee Benefit-Employer FICA	19,337	23,374	23,552	28,000	31,000
10-43-133	Employee Benefit - Work. Comp.	1,623	2,535	2,842	3,200	4,000
10-43-134	Employee Benefit - Ul	4,550	0	4,600	4,800	2,900
10-43-135	Employee Benefit - Health Ins.	45,795	67,864	76,956	97,000	64,800
10-43-136	HRA Reimbursement - Health Ins	3,300	3,300	4,150	6,000	6,000
10-43-137	Employee Testing	238	94	197	0	0
10-43-140	Uniforms	685	591	460	1,000	1,000
10-43-210	Books/Subscriptions/Membership	2,005	5,550	3,332	3,500	3,500
10-43-220	Public Notices	4,023	3,658	4,672	5,000	5,000
10-43-230	Travel and Training	14,407	9,637	19,496	20,000	20,000
10-43-240	Office Supplies & Expense	, 9,297	6,707	7,447	8,000	8,000
10-43-250	Equipment - Oper. Supplies and Maint.	3,773	2,876	, 5,334	4,000	5,500
10-43-256	Fuel Expense	, 149	, 87	189	, 0	300
10-43-262	General Government Buildings	9,241	9,012	6,472	7,500	7,500
10-43-270	Utilities	7,651	4,252	5,582	4,500	6,000
10-43-280	Telephone	13,850	10,055	17,195	18,000	18,000
10-43-308	Professional & Tech I.T.	15,209	11,299	13,214	14,000	14,000
10-43-309	Professional & Tech Auditor	10,000	10,000	10,000	10,000	10,000
10-43-310	Professional & Tech Planner	0	0	0	0	0
10-43-311	Professional & Tech Eco Develop.	0	0	0	0	0
10-43-312	Professional & Tech Engineer	0	149	0	0	0
10-43-313	Professional & Tech Attorney	10,425	16,238	22,688	25,000	25,000
10-43-314	Ordinance Codification	1,200	4,940	3,978	3,000	3,000
10-43-316	Elections	14,311	0	7,155	16,000	0
10-43-319	Prof./Tech Subd. Reviews	0	0	0	0	0
10-43-329	City Manager Fund	575	1,985	2,709	3,000	3,000
10-43-350	Software Maintenance	11,360	16,702	23,222	24,000	24,000
10-43-510	Insurance & Surety Bonds	42,063	41,331	44,993	45,000	45,000
10-43-550	Banking Charges	2,812	920	1,129	3,000	1,500
10-43-610	Miscellaneous	672	842	1,086	5,000	2,000
10-43-625	Cash over and short	69	3,661	(0)	0	2,000
10-43-740	Equipment	4,779	7,433	26,646	27,000	27,000
10-43-841	Transfer to Recreation Fund	37,500	0	97,500	97,500	70,000
10-43-910	Transfer to Cap. Proj. Fund	8,500	377,334	0	0	0
		642,575	1,005,133	827,586	925,000	889,000

PUBLIC SAFETY DEPARTMENT FY 2020-2021

South Weber City is contracted, through an interlocal agreement with Davis County Sheriff's Office (DCSO) for Law & Alcohol Enforcement, Paramedic, Animal Control, and other related public safety services. The DCSO also provides the City with emergency planning and management services. South Weber City and DCSO are continually seeking new methods of ingenuity and resourcefulness to maintain a level of service that will ensure a gratifying quality of life, safety, & security of our community.

PUBLIC SAFETY

10-54-310	Sheriff's Department Sheriff's office & Narcotics Strike Team Sheriff Contract Davis Metro Narcotics Strike Force	230,000
10-54-311	Animal Control Contracted Services with Davis Animal Control	22,000
10-54-320	Emergency Preparedness	2,000
10-54-321	Liquor Law (Narcotics) Liquor Funds Transferred to County for Enforcement	6,000

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
PUBLIC SAFET	Y					
10-54-310	Sheriff's Department	140,114	140,714	228,192	230,000	230,000
10-54-311	Animal Control	18,175	19,289	20,075	21,000	22,000
10-54-320	Emergency Preparedness	0	238	0	2,000	2,000
10-54-321	Liquor Law (Narcotics)	0	5,579	5,600	5,000	6,000
		158,289	165,820	253,867	258,000	260,000

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
PUBLIC SAFET Revenue	Y IMPACT FEE FUND					
29-37-200	Public Safety Impact Fees	11,088	12,636	14,198	10,000	12,000
Devee	Total Source: 34:	11,088	12,636	14,198	10,000	12,000
Revenue 29-39-500	Contribution From Fund Balance	19,276	0	0	0	0
29-37-100	Interest Earnings	328	811	144	0	0
	Total Revenue	30,692	13,448	14,342	10,000	12,000
Contributions	and Transfers					
29-80-800	Transfer to General Fund	30,692	12,636	14,000	10,000 *	12,000
	Total Contributions and Transfers	30,692	12,636	14,000	10,000	12,000
	Revenue Total	30,692	13,448	28,342	10,000	12,000
	Expenditure Total	30,692	12,636	14,000	10,000	12,000
	Net Total	(0)	812	14,342	0	0

* Fire Station Bond Payment \$12,000

FIRE DEPARTMENT FY 2020-2021

The Mission of the South Weber City Fire Department is to protect lives, preserve property and stabilize incidents involving fire, medical emergencies and other dangerous conditions. The South Weber City Fire Department is dedicated to sustaining the health, safety, and wellness of the residents of South Weber City.

The Fire Departments Core Values are:

- To **Prepare** effectively for Fire and Emergency Medical Response (EMS).
- To **<u>Engage</u>** in bettering the community we serve.
- To <u>Affect</u> the lives of those we serve in a positive manner.
- To **<u>Respond</u>** professionally always.
- To <u>Live</u> and uphold the oath of which we are sworn.

The South Weber City Fire Department is a full-time department operated by a part-time staff with a geographic response area of the City, that includes Highway 89, Interstate 84, and the Weber Basin Job Corps. The South Weber City Fire Department is committed to the assistance of neighboring cities, counties, and Hill Air Force Base through mutual aid agreements.



F	I	R	F
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10-57-120	Part-time Employee Wages Chief, 3 Captains, Emts & Firefighters - 11 FTE		395,000
10-57-131	Employee Benefit-Employer FICA		31,000
10-57-133	Employee Benefit - Work. Comp.		16,000
10-57-134	Employee Benefit - UI		3,000
10-57-137	Employee Testing		1,000
10-57-140	Uniforms		8,500
10-57-210	Books, Subscriptions, and Memberships Memberships in Professional Organizations and Subscriptions		1,000
10-57-230	Travel and Training Emt School Fire Certifications & Recertifications Fire Prevention Outside Fire Training Miscellaneous	0 1,500 1,000 5,000 1,000	8,500
10-57-240	Office Supplies & Expense Copier Supplies, Postage, and general office supplies		2,000
10-57-250	Equipment Supplies & Maint. Upkeep or repair of equip. and oper. supplies, including fuel and oil		12,000
10-57-256	Fuel Expense		4,000
10-57-260	Building Supplies and Maint. Upkeep of Fire Station		12,000
10-57-270	Utilities Electricity and Natural Gas expenses		5,000
10-57-280	Telecom Cable, air cards and cellphone expenses		5,000
10-57-350	Software Maintenance Software maintenance contracts Caselle Software Image Trend (New NFIRS software & setup) ISPYFire Crewsense	800 4,900 500 1,800	8,000

10-57-370	Professional & Tech. Services		18,000
	Medical Director	8,000	
	Dispatch Fees	0 10,000	
10-57-450	Special Public Safety Supplies Supplies purchased which are peculiar to the Fire department. Includes turnouts, hoses, EMT supplies, etc.		25,000
10-57-530	Interest Expense - Bond 28% Fire, 72% Recreation - (Impact Fees when available)		7,000
10-57-550	Banking Charges		500
10-57-622	Health & Wellness Expenses Peer Support		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	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
			Actual		Dudget	Dudget
FIRE						
10-57-120	Part-time Employee Salaries	174,139	356,881	401,319	410,000	395,000
10-57-131	Employee Benefit-Employer FICA	13,322	26,702	31,347	29,000	31,000
10-57-133	Employee Benefit - Work. Comp.	5,860	12,437	13,225	14,000	16,000
10-57-134	Employee Benefit - Ul	1,000	0	5,000	5,000	3,000
10-57-137	Employee Testing	862	336	474	500	1,000
10-57-140	Uniforms	7,798	3,493	11,792	12,000	8,500
10-57-210	Books/Subscriptions/Membership	822	572	950	2,500	1,000
10-57-230	Travel and Training	12,704	10,217	8,244	12,000	8,500
10-57-240	Office Supplies & Expense	1,415	523	1,811	1,000	2,000
10-57-250	Equipment Supplies & Maint.	41,559	18,673	29,683	40,000	12,000
10-57-256	Fuel Expense	4,534	4,733	3,591	4,000	4,000
10-57-260	Building Supplies and Maint.	20,573	8,997	11,441	12,000	12,000
10-57-270	Utilities	10,911	8,066	5,611	5,000	5,000
10-57-280	Telephone	5,691	7,018	6,051	5,000	5,000
10-57-350	Software Maintenance	1,008	641	5,449	6,000	8,000
10-57-370	Professional & Tech. Services	13,078	19,141	17,122	13,000	18,000
10-57-450	Special Public Safety Supplies	56,454	53,608	23,224	25,000	25,000
10-57-530	Interest Expense - Bond	8,542	7,870	6,670	7,000	7,000
10-57-550	Banking Charges	267	317	229	500	500
10-57-622	Health & Wellness Expenses	555	131	0	1,500	1,500
10-57-745	Equipment Costing over \$500	11,243	0	20,000	10,000	10,000
10-57-811	Sales Tax Rev Bond - Principal	23,240	24,640	28,000	28,000	28,000
		415,576	564,994	631,235	643,000	602,000

PLANNING AND ZONING FY 2020-2021

South Weber City Planning and Zoning services provide for the short and long-range planning of South Weber City. Zoning services are comprised of both full-time and contracted personnel. The South Weber City Building Official is charged with assisting citizens and business groups with compliance to the City's code, standards, ordinances, and permitting process for the regulation of building construction; and working with developers and contractors through the development process for the successful achievement of their project goals. South Weber City has contracted with Barry Burton for planning services and Jones & Associates Consulting Engineers for engineering services.



Planning and Zoning

10-58-110	Full-time Employee Salaries - 2.15 FTE Public Works Director, Building Inspector and Devel. Coordinator	122,000
10-58-120	Part-time Employee Salaries 5 Planning Commission Members	4,000
10-58-130	Employee Benefit - Retirement	30,000
10-58-131	Employee Benefit-Employer FICA	10,000
10-58-133	Employee Benefit - Work. Comp.	3,000
10-58-134	Employee Benefit - UI	1,100
10-58-135	Employee Benefit - Health Ins.	23,000
10-58-137	Employee Testing	0
10-58-140	Uniforms 1.15 FTE Public Works Uniform and Cleaning costs	1,200
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	500
10-58-230	Travel and Training <i>Charges for conferences, educational materials, & employee travel</i> ULCT fall conf - Planning commission Land Use Academy of Utah(LUAU) Utah Land Use Institute UCICC (2) Iworq	6,000 1,000 800 2,000 2,000 200
10-58-250	Equipment Supplies & Maint. Upkeep or repair of equip. and oper. Supplies	4,000
10-58-255	Vehicle Lease Department share based on FTE	0
10-58-256	Fuel Expense	1,000
10-58-280	Telephone	1,700

10-58-310	Professional & Tech Planner (Moved from Administrative Dept.)	12,500
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. Review (Moved from Administrative Dept.)	80,000
10-58-325	GIS/ Mapping	15,000
10-58-350	Software Maintenance	3,000
10-58-370	Professional & Tech.	0
10-58-620	Miscellaneous General Plan Update	2,000

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
Planning and 2	Zoning					
10-58-110	Full-time Employee Salaries	81,077	98,465	98,534	82,000	122,000
10-58-120	Part-time Employee Salaries	3,591	14,567	47,874	33,000	4,000
10-58-130	Employee Benefit - Retirement	15,406	19,608	24,832	20,000	30,000
10-58-131	Employee Benefit-Employer FICA	6,063	8,308	11,502	9,000	10,000
10-58-133	Employee Benefit - Work. Comp.	1,624	2,031	13,127	3,000	3,000
10-58-134	Employee Benefit - U.I.	1,000	0	1,800	1,600	1,100
10-58-135	Employee Benefit - Health Ins.	12,394	15,147	9,641	10,000	23,000
10-58-137	Employee Testing	65	228	180	0	0
10-58-140	Uniforms	502	1,522	1,151	900	1,200
10-58-210	Books/Subscriptions/Membership	600	40	475	1,500	500
10-58-230	Travel & Training	1,213	1,325	4,294	5,000	6,000
10-58-250	Equipment Supplies & Maint.	5,691	6,730	4,145	4,000	4,000
10-58-255	Vehicle Lease	8,799	0	0	0	0
10-58-256	Fuel Expense	724	1,173	900	1,000	1,000
10-58-280	Telephone	0	1,085	1,530	0	1,700
10-58-310	Professional & Tech Planner	13,954	11,560	13,700	12,000	12,500
10-58-312	Professional & Tech Engineer	59,285	66,589	82,648	60,000	60,000
10-58-319	Professional & Tech Subd. Reviews	89,584	69,359	55,309	80,000	80,000
10-58-325	GIS/ Mapping	0	0	0	0	15,000
10-58-350	Software Maintenance	2,459	3,259	2,880	3,000	3,000
10-58-370	Professional & Tech. Services	1,228	946	0	0	0
10-58-620	Miscellaneous	202	0	1,977	2,000	2,000
		305,459	321,941	376,500	328,000	380,000

STREETS FY 2020-2021

The South Weber City Streets Department finances the maintenance of the City's streets, public rights of way, and safeguards the streets to be free from hazards. The Streets Department is accountable for maintaining the specific street and roadway certification levels of City employees to ensure that contemporary best practices are implemented and observed for the delivery of safe transportation. The Streets Department provides motorists travelling in South Weber City with safe roadways by means of snow removal and hazard free rights-of-way. In the 2018 – 2019 budget, the Transportation Utility Fund (TUF) was created for maintaining street infrastructure. Many of the previous costs associated with the Street Department and Class "C" budgets are now in the Transportation Utility Fund (TUF).



STREETS

10-60-110	Full-Time Employee Salaries75 FTE	48,000
10-60-120	Part-Time Employee Salaries77 FTE	20,000
10-60-130	Employee Benefit - Retirement	12,000
10-60-131	Employee Benefit-Employer FICA	5,200
10-60-133	Employee Benefit - Work. Comp.	2,000
10-60-134	Employee Benefit - UI	600
10-60-135	Employee Benefit - Health Ins.	8,000
10-60-137	Employee Testing	500
10-60-140	Uniforms .75 FTE Public Works Uniform and Cleaning costs	800
10-60-230	Travel and Training Charges for conferences, educational materials, & employee travel Road School Misc.	2,000 1,500 500
10-60-250	Equipment Supplies & Maint. Upkeep or repair of equip. and oper. Supplies	6,000
10-60-255	Vehicle Lease Department share based on FTE	0
10-60-256	Fuel Expense	5,000
10-60-260	Buildings & Grounds - Shop 33% of Shop building and grounds maintenance	5,000
10-60-271	Utilities - Street Lights Power & Repair	60,000
10-60-312	Professional & Tech Engineer New Development	20,000 20,000
10-60-325	GIS/ Mapping	10,000

10-60-350	Software Maintenance Software maintenance contracts	3,000
10-60-370	Professional & Tech. Services Other	900 900
10-60-410	Special Highway Supplies Sweeping (3 times a year) Barricades Repairs	15,000
10-60-411	Snow Removal	35,000
10-60-415	Mailboxes and Street Signs Developer paid mailboxes and signs	10,000
10-60-416	Streetlights New streetlights - both city and developer paid	20,000
10-60-420	Weed Control	1,500
10-60-422	Crosswalk/Street Painting	5,000
10-60-424	Curb, Gutter and Sidewalk Restoration	0
10-60-550	Banking Charges Bank charges and fees and credit card transaction fees	500
10-60-745	Equipment	0

Account No.	Account Title	2017-18	2018 - 19	2019 - 20	2019 - 20	2020 - 21
		Actual	Actual	Estimate	Budget	Budget
STREETS						
10-60-110	Full-Time Employee Salaries	43,228	41,640	44,957	39,000	48,000
10-60-120	Part-Time Employee Salaries	11,356	16,082	13,164	21,000	20,000
10-60-130	Employee Benefit - Retirement	8,624	7,854	8,645	10,000	12,000
10-60-131	Employee Benefit-Employer FICA	4,076	4,255	4,340	4,500	5,200
10-60-133	Employee Benefit - Work. Comp.	1,351	1,426	1,335	1,700	2,000
10-60-134	Employee Benefit - Ul	900	0	800	800	600
10-60-135	Employee Benefit - Health Ins.	6,834	7,805	7,937	10,000	8,000
10-60-137	Employee Testing	385	225	233	0	500
10-60-140	Uniforms	1,159	928	1,102	1,000	800
10-60-230	Travel & Training	881	598	1,900	2,000	2,000
10-60-250	Equipment Supplies & Maint.	18,535	12,270	5,131	17,000	6,000
10-60-255	Vehicle Lease	8,799	0	0	0	0
10-60-256	Fuel Expense	2,728	2,346	4,568	5,000	5,000
10-60-260	Buildings & Grounds - Shop	7,416	3,376	1,975	10,000	5,000
10-60-271	Utilities - Street Lights	51,430	36,066	48,594	50,000	60,000
10-60-312	Professional & Tech Engineer	32,235	35,405	27,510	30,000	20,000
10-60-325	GIS/ Mapping	0	0	9,000	0	10,000
10-60-350	Software Maintenance	891	641	2,364	3,000	3,000
10-60-370	Professional & Tech. Services	531	150	800	1,000	900
10-60-410	Special Highway Supplies	9,893	27,113	13,295	15,000	15,000
10-60-411	Snow Removal Supplies	23,012	36,677	29,564	35,000	35,000
10-60-415	Mailboxes and Street Signs	0	0	0	0	10,000
10-60-416	Street Lights	0	0	0	0	20,000
10-60-420	Weed Control	11	341	1,338	2,500	1,500
10-60-422	Crosswalk/Street Painting	4,645	0	4,700	5,000	5,000
10-60-424	Curb & Gutter Restoration	0	0	0	0	0
10-60-550	Banking Charges	86	198	329	500	500
		239,006	235,396	233,580	264,000	296,000

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
ROAD IMPACT	FEE FUND					
Revenue 24-37-100	Interest Earnings	4,036	7,066	8,851	0	0
24-37-200	Road Impact Fees	60,632	69,865	250,247	40,000	250,000
	-	,	,	,	,	·
	Total Revenue	64,668	76,931	259,098	40,000	250,000
Contributions						
24-39-500	Contribution From Fund Balance	0	0	250,000	210,000	77,000
	Total Contributions and Transfers	0	0	250,000	210,000	77,000
Expenditures						
24-40-760	Transfers	24,011	0	500,000	250,000 *	327,000
	- Total Expenditures	24,011	0	500,000	250,000	327,000
	Road Impact Fee Fund Revenue Total	64,668	76,931	509,098	250,000	327,000
	Road Impact Fee Fund Expenditure Tota_	24,011	0	500,000	250,000	327,000
	Net Road Impact Fee Fund	40,657	76,931	9,098	0_	0

* Transfer to Reimburse Old Fort Road project Class 'C'

PARKS DEPARTMENT FY 2020-2021

The South Weber City Parks Fund sustains the operations and maintenance of approximately 50 acres of parks throughout the City. The Parks Department is commissioned to beautifying park land by providing the citizens with quality parks, trails, and green open spaces. It is the goal of the Parks Department to enhance each park facility with amenities that are complimentary to the enjoyment of the community; and to enhance the personal, societal, recreational, and economical benefits that affect citizens and visitors in their pursuit of peaceful, enjoyable leisure. South Weber City continues to invest into safe trails, park play equipment, and improved recreational fields that will provide enriched recreational activities for people of all ages and abilities.

PARKS

10-70-110	Full-Time Employee Salaries - 2.65 FTE	1	100,000
10-70-120	Part-time Employee Salaries3 FTE		14,000
10-70-130	Employee Benefit - Retirement		21,000
10-70-131	Employee Benefit-Employer FICA		9,000
10-70-133	Employee Benefit - Work. Comp.		4,000
10-70-134	Employee Benefit - UI		1,000
10-70-135	Employee Benefit - Health Ins.		31,000
10-70-137	Employee Testing		400
10-70-140	Uniforms Uniform and Cleaning costs		2,700
10-70-230	Travel & Training Charges for conferences, educational materials, & employee travel		4,000
	Playground Equipment Certification (URPA) Utah Recreation & Parks Assoc. Conference (2)	500 3,000	
	Sod Classes	500	
10-70-250	Equipment Supplies & Maint. Upkeep or repair of equipment and operating supplies		15,000
10-70-255	Vehicle Lease Department share based on FTE		0

10-70-256	Fuel Expense		5,000
10-70-260	Buildings & Grounds - Shop 33% of Shop building and grounds improvements		5,000
10-70-261	Grounds Supplies & Maintenance Upkeep and repair of park grounds and structures		39,000
10-70-270	Utilities <i>Electricity and Secondary Water expenses</i> Electricity Water	5,500 2,500	8,000
10-70-280	Telephone		1,600
10-70-312	Professional & Tech Engineer		20,000
10-70-350	Software Maintenance Software maintenance contracts		1,000
10-70-430	Beautification and Trails		0
10-70-435	Safety Incentive Program		0
10-70-550	Banking Charges Bank charges and fees and credit card transaction fees		300
10-70-626	UTA Park and Ride Dumpsters and trash removal, lights, snow removal and repairs		15,000
10-70-740	Equipment Purchases Trailer	2,000	2,000
23-40-760	IMPACT FEE FUND Projects Cherry Farms Ballfield Canyon Meadows Gravel Parking Lot Canyon Meadows Pickleball Court	190,000 50,000 150,000	390,000

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
PARKS						
10-70-110	Full-Time Employee Salaries	54,270	53,177	83,172	55,000	100,000
10-70-120	Part-time Employee Salaries	6,684	3,040	16,000	16,000	14,000
10-70-130	Employee Benefit - Retirement	10,367	9,521	14,918	14,000	21,000
10-70-131	Employee Benefit-Employer FICA	4,568	4,089	6,196	6,000	9,000
10-70-133	Employee Benefit - Work. Comp.	1,683	1,380	1,886	3,000	4,000
10-70-134	Employee Benefit - UI	800	0	2,000	2,000	1,000
10-70-135	Employee Benefit - Health Ins.	10,786	17,201	17,559	33,000	31,000
10-70-137	Employee Testing	146	501	200	0	400
10-70-140	Uniforms	1,232	2,240	2,713	1,600	2,700
10-70-230	Travel & Training	560	52	1,728	2,500	4,000
10-70-250	Equipment Supplies & Maint.	10,324	11,978	14,663	9,000	15,000
10-70-255	Vehicle Lease	0	0	0	0	0
10-70-256	Fuel Expense	6,445	3,991	3,831	5,000	5,000
10-70-260	Buildings & Grounds - Shop	217	194	0	10,000	5,000
10-70-261	Grounds Supplies & Maintenance	16,978	34,148	39,240	35,000	39,000
10-70-270	Utilities	12,821	5,534	9,170	8,000	8,000
10-70-280	Telephone	0	308	1,534	0	1,600
10-70-312	Professional & Tech Engineer	13,085	19,835	24,891	20,000	20,000
10-70-350	Software Maintenance	523	641	734	600	1,000
10-70-430	Beautification and Trails	7,516	0	3,500	2,000	0
10-70-550	Banking Charges	267	198	259	300	300
10-70-626	UTA Park and Ride	10,891	17,639	14,251	15,700	15,000
10-70-740	Equipment	0	33,564	0	1,300	2,000
		170,162	219,230	258,446	240,000	299,000

Account No.	Account Title	2017 - 18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
PARK IMPACT	FEE FUND					
Revenue						
23-37-100	Interest Earnings	1,744	7,561	12,071	1,000	1,000
23-37-200	Park Impact Fees	130,707	210,368	225,008	80,000	225,000
	- Total Revenue	132,450	217,930	237,079	81,000	226,000
Contributions	and Transfers					
23-39-500	Contribution From Fund Balance	0	0	79,000	79,000	164,000
	Total Contributions and Transfers	0	0	79,000	79,000	164,000
Expenditures 23-40-760	Transfers	2,996	0	160,000	160,000	390,000
	Total Expenditures	2,996	0	160,000	160,000	390,000
	Park Impact Fee Fund Revenue Total	132,450	217,930	316,079	160,000	390,000
	Park Impact Fee Fund Expenditure Total	2,996	0	160,000	160,000	390,000
	Net Total Park Impact Fee Fund	129,455	217,930	156,079	0	0

CAPITAL PROJECTS FUND FY 2020-2021

The Capital Projects Fund was created as a mechanism to provide for the purchase or construction of capital assets valued at \$10,000.00 or more where the asset life is more than 3 years, and the item is capitalized or depreciated. The most common types of capital projects are infrastructural: parks, streets, facilities, heavy equipment, and/or the purchase of land. Capital projects are financed by public funds, bonds, grants, loans, existing cash reserves, and impact fees as determined and directed by the South Weber City Council.

Account No.	Account Title	2017-18 Actual	2018-19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
CAPITAL PROJ	ECTS					
REVENUES						
45-31-300	Sales Tax	600,000	330,000	200,000	200000	171000
45-33-400	State Grants	0	0	360,000	0	0
45-34-270	Developer Pmts for Improvements	0	0	257,500	827,000	0
45-34-440	Contributions	0	0	0	241,600	0
45-34-445	Contributions - Restricted	1,079	0	0	0	0
45-36-100	Interest Income	18,132	25,154	12,894	8,000	10,000
45-36-110	Gain on Sale of Assets	0	1,890	0	0	0
45-39-389	Fund Balance to be Appropriated	0	0	1,000,000	824,400	64,000
45-39-470	Transfer from General Fund	8,500	0	0	0	0
45-39-800	Transfer from Impact Fees	22,623	0	500,000	395,000 *	717,000
45-39-810	Transfer from Class "C"	0	377,334	788,000	500,000	0
		650,334	734,378	3,118,394	2,996,000	962,000
* Park Impact	\$390,000					
* Road Impac	t \$327,000					
	CAPITAL PROJE	стѕ				
45-43-740	Fire - Purchase of Equipment					120,000
	Power Lift Gurney				35,000	
	Restrict additional for vehicle rep	lacement			85,000	
45-60-740	Streets - Purchase of Equipment					125,000
	Tractor and Attachments - Replace	ment			75,000	
	Survey & Master site layout - Publ		ор		50,000	
45-70-730	Parks - Improvements Other than Bu	uildings				390,000
	Cherry Farms Ballfield	-			190,000	-
	Canyon Meadows Gravel Parking I	_ot			50,000	
	Canyon Meadows Pickleball Court	:			150,000	

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget		
CAPITAL PROJECTS								
45-43-740	Admin Purchase of Equipment	0	10,950	0	0	0		
45-57-720	Fire - Buildings	0	0	22,825	30,000	0		
45-57-740	Fire - Purchase of Equipment	274,094	270,009	85,000	85,000	120,000		
45-60-720	Streets - Buildings	5,050	5,150	800,000	800,000	0		
45-60-730	Streets - Improv. Other than Bldgs.	571,469	501,868	1,677,758	1,702,000	0		
45-60-740	Streets - Purchase of Equipment	0	261,372	0	34,000	125,000		
45-70-730	Parks - Improv. Other than Bldgs.	36,215	11,772	223,887	220,000	390,000		
45-70-740	Parks - Purchase of Equipment	0	95,245	123,231	125,000	0		
	Contribution to Fund Balance			0	0	327,000		
		886,827	1,156,365	2,932,701	2,996,000	962,000		

RECREATION FUND FY 2020-2021

The mission of the Recreation Department is to enrich the lives of the residents of South Weber City by promoting, developing, and maintaining recreational activities that afford children and adults with opportunities for growth, health, happiness, and personal development. The Recreation Department offers welcoming facilities, exercise equipment, and a variety of indoor and outdoor athletic programs for all ages. The South Weber City Recreation Department values citizen involvement and continues to establish a strong sense of community through the development of the social, cultural, and physical well-being of the City's residents and their visitors.

The Recreation Department maintains 8 athletic fields that are used for Soccer, Flag Football, Lacrosse, T-Ball, and Softball, and 6 Baseball Diamonds. The Family Activity Center offers an indoor track, weight room, full size basketball court, and auxiliary programs of Yoga, Jump Rope, Tumbling, Karate, Hula Dancing, and Zumba classes to meet the interests and desires of the citizens of the community and their visitors. These programs offer a wide range of activities for all ages.



Account No.	Account Title	2017-18 Actual	2018-19 Actual	2019 - 20 Estimate	2019 - 20 Budget	10 Budget
RECREATION						
RECREATION	REVENUE					
20-34-720	Rental - Activity Center	9,322	9,905	9,362	10,000	9,000
20-34-750	Recreation Fees	0	0	0	0	0
20-34-751	Membership Fees	20,873	21,249	17,271	20,000	19,000
20-34-752	Competition Basketball	17,244	16,685	17,715	17,000	17,000
20-34-753	Misc. Revenue	2,179	4,026	2,060	1,000	1,000
20-34-754	Competition Baseball	580	300	505	0	500
20-34-755	Basketball	13,381	14,250	13,471	14,000	13,000
20-34-756	Baseball & Softball	10,363	8,024	7,500	7,500	7,500
20-34-757	Soccer	10,891	11,990	8,490	8,000	8,000
20-34-758	Flag Football	3,940	5,001	3,450	4,500	3,500
20-34-759	Volleyball	1,660	1,065	1,330	2,000	1,500
20-34-760	Wrestling	0	0	2,010	2,000	2,000
20-34-841	Gravel Pit Fees	23,417	66,246	61,000	55,000	60,000
20-36-895	Rental of Uniforms and Equip	0	0	0	1,500	0
Total Re	creation Fee Revenue:	113,850	158,741	144,164	142,500	142,000
20-37-100	Interest Earnings	6,185	8,330	8,002	3,000	6,000
Contributions	& Transfers					
20-39-470	Transfer from General Fund	37,500	0	97,500	97,500	70,000
20-39-800	Transfer from Recreation Impact Fees	677	94,465	94,000	66,000	90,000
	Contribution from Fund Balance			0	4,000	0
	Total Contributions & Transfers:	38,177	94,465	191,500	167,500	160,000
	Total Fund Revenues	158,211	261,535	343,666	313,000	308,000

RECREATION FUND

RECREATION EXPENDITURES

20-71-110	Full-time Salaries Recreation Director	56,000
20-71-120	Part-time Salaries - 1.6 FTE 5 Employees	43,000
20-71-130	Employee Benefit - Retirement	12,000
20-71-131	Employee Benefit-Employer FICA	7,500
20-71-133	Employee Benefit - Work. Comp.	2,000
20-71-134	Employee Benefit - UI	1,000

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, & employee travel</i> Utah Rec & Parks Association Conference ULCT Conferences Other	1,000 300 200	1,500
20-71-240	Office Supplies and Expense Copier Supplies, Postage, and general office supplies		1,000
20-71-241	Materials & Supplies Towel Service		2,000
20-71-250	Equipment Supplies & Maint. <i>Upkeep or repair of equipment and operating supplies</i> Weight Equipment		1,000
20-71-256	Fuel Expense		200
20-71-262	General Government Buildings Upkeep of building and floor resurfacing		2,000
20-71-270	Utilities Electricity and Natural Gas expenses		6,000
20-71-280	Telephone		4,000
20-71-331	Community Events Daddy/Daughter Halloween		3,500
20-71-350	Software Maintenance Software maintenance contracts		800
20-71-480	Basketball Jr. Jazz program - 300 participants		11,000
20-71-481	Baseball & Softball T-ball, Coach Pitch, Machine Pitch, baseball & softball - 250 participants		7,000
20-71-482	Soccer Pre-kindergarten to 4th grade; 300 participants		4,000
20-71-483	Flag Football 1st to 9th grade, co-educational - 110 participants		2,500
20-71-484	Volleyball Girls 3rd to 9th grade - 70 participants		1,500

20-71-485	Summer Fun Citizen participation at Roy City Aquatics Center - 1200 participants	2,000
20-71-486	Sr Luncheon Held 6 times a year - 21 Participant per luncheon	1,500
20-71-488	Competition Basketball	9,000
20-71-489	Competition Baseball	300
20-71-491	Fly Fishing	1,000
20-71-492	Wrestling	2,000
20-71-530	Interest Expense - Bond 28% Fire, 72% Recreation	17,000
20-71-550	Banking Charges Bank charges and fees and credit card transaction fees	800
20-71-610	Miscellaneous	700
20-71-625	Cash Over and Short	0
20-71-740	Equipment Rental of Exercise Equipment	5,000
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	2017-18	2018 - 19	2019 - 20 Fatimata	2019 - 20	2020 - 21
	·	Actual	Actual	Estimate	Budget	Budget
RECREATION						
20-71-110	Full-Time Employee Salaries	47,974	50,837	54,109	54,000	56,000
20-71-120	Part-time Employees Salaries	37,695	33,601	41,175	51,000	43,000
20-71-130	Employee Benefit - Retirement	9,098	9,273	9,924	11,000	12,000
20-71-131	Employee Benefit-Employer FICA	6,461	6,497	7,487	8,000	7,500
20-71-133	Employee Benefit - Work. Comp.	1,696	2,232	1,762	2,000	2,000
20-71-134	Employee Benefit - Unemployment Ins.	1,300	_,	2,000	2,000	1,000
20-71-135	Employee Benefit - Health Ins.	8,399	8,594	9,156	11,000	11,000
20-71-137	Employee Testing	356	410	324	200	200
20-71-230	Travel & training	720	1,183	1,450	1,500	1,500
20-71-240	Office Supplies and Expense	623	751	877	1,000	1,000
20-71-241	Materials & Supplies	1,128	1,583	1,547	2,000	2,000
20-71-250	Equipment Supplies & Maint.	472	1,459	820	1,000	1,000
20-71-256	Fuel Expense	308	295	116	200	200
20-71-262	General Government Buildings	1,907	330	731	4,000	2,000
20-71-270	Utilities	8,416	4,002	6,794	7,000	6,000
20-71-280	Telephone	3,316	3,571	2,797	4,000	4,000
20-71-331	Community Events	1,442	1,106	938	4,000 1,500	4,000 3,500
20-71-340	Program Officials	1,442 0	1,100	0	1,500	0
20-71-340	Software Maintenance	1,008	641	764	700	800
20-71-480	Basketball	10,686	10,804	, 11, 180	11,000	11,000
20-71-480	Baseball & Softball	6,225	6,781	6,269	7,000	7,000
20-71-481	Soccer	0,223 3,419	5,035	1,723	4,500	4,000
20-71-482	Flag Football	2,221	2,817	1,723	3,000	4,000 2,500
20-71-483	Volleyball	2,221 1,185	935	949	2,000	2,500 1,500
20-71-484	Summer Fun	700	1,792	1,988	2,000	2,000
20-71-485	Sr Luncheon	1,434	1,792	1,988 1,484	2,000 1,500	2,000 1,500
			1,280	1,484	1,500	1,500
20-71-487 20-71-488	Knight's Football Competition Basketball	0 8 102	7,883			-
20-71-488	-	8,192 197	7,885 167	8,559 0	9,000 300	9,000 300
20-71-489	Competition Baseball	197	0			
	Fly Fishing			0	1,000	1,000
20-71-492	Wrestling	0	0	2,000	2,000	2,000
20-71-530	Interest Expense	21,966	20,236	16,304	17,000	17,000
20-71-550	Banking Charges	898	1,236	733	800	800
20-71-610	Miscellaneous	1,106	503	586	800	700
20-71-625	Cash Over and Short	(15)	0	0	0	0
20-71-740	Equipment	962	501	0	1,000	5,000
20-71-811	Bond Principal	59,760	63,360	0	72,000	72,000
20-71-915	Transfer to Admin Svs	19,500	15,500	8,000	16,000	16,000
		270,757	265,194	203,946	313,000	308,000

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget		
RECREATION IMPACT FEE FUND Revenue								
27-34-200	Recreation Impact Fees	73,392	76,442	90,882	65,000	70,000		
	Total Source: 34:	73,392	76,442	90,882	65,000	70,000		
27-37-100	Interest Earnings	1,581	850	810	1,000	1,000		
	Total Revenue	74,973	77,292	91,692	66,000	71,000		
Contributions	and Transfers							
27-39-500	Contribution From Fund Balance	0	0	0	0	0		
	Total Contributions and Transfers	0	0	0	0	0		
Expenditures 27-80-800	Transfers	69,800	94,465	92,000	66,000	71,000		
	– Total Expenditures	69,800	94,465	92,000	66,000	71,000		
	Recreation Impact Fee Fun Revenue Tot_	74,973	77,292	91,692	66,000	71,000		
	Recreation Impact Fee Fund Expenditure	69,800	94,465	92,000	66,000	71,000		
	Net Total Park Impact Fee Fund	5,173	-17,173	(308)	0	0		

TRANSPORTATION UTILITY FUND FY 2020-2021

In 1937, The Utah State Legislature established a funding program called the Class "B" (counties) & "C" (municipalities) as a means of assisting counties and municipalities for the improvement of roads and streets throughout the state. These Funds differ from ordinary local revenues inasmuch as they are subject to administrative direction by the State in accordance with legislative provision. The Utah Department of Transportation (UDOT) B & C Regulations Document designates the regulations which are acceptable to the Utah Department of Transportation (UDOT) in the administration of funds for counties, cities, and towns provided for by the Utah Legislature.

In 2016, the State Legislature passed House Bill 362 that provided an increase to the Class "B" & "C" funds called the Proposition 1 Local Option Sales [Gas] Tax. This additional funding authorized counties to enact a 0.25% general sales tax from the sales of fuel. Roads and streets that are eligible for Class "B" and "C", including Proposition 1 funding, must be under the jurisdiction and control of a county or municipality. In order to qualify for Class "B" & "C", including Proposition 1 road money, maintenance eligible roads and streets must be maintained to a minimum standard or higher.

Recognizing the current condition of the City's roads and the need for continual maintenance and preservation, on June 20, 2017, the Mayor and City Council adopted a Transportation Utility Fee. The City Council also created this Transportation Utility Fund. The Transportation Utility Fee funds are restricted monies to be used for the sole purpose of the preservation, maintenance, and operations of South Weber City owned public roads. Funds originating from the Transportation Utility Fee shall be expended in accordance with the priorities indicated in the South Weber City Streets Capital Facilities Plan, the current remaining service life of roads, and/or as directed by the South Weber City Council.

Account No.	Account Title	2017-18 Actual	2018-19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
TRANSPORT	ATION UTILITY					
MISCELLANE	OUS REVENUE					
56-36-100	Interest Earnings	8,770	3,289	4,686	1,000	3,000
Total M	liscellaneous Revenue:	8,770	3,289	4,686	1,000	3,000
TRANSPORT	ATION UTILITY REVENUE					
56-31-305	Transportation - Local Option	57,797	75,784	101,858	62,000	85,000
56-33-560	Class "C" Road Fund Allotment	0	0	(0)	211,500	80,000
56-34-270	Developer Pmts for Improv	0	0	13,500	13,500	118,000
56-37-800	Transportation Utility Fee	125,524	258,091	400,919	380,000	400,000
Total Tr	ransportation Utility Revenue:	183,321	333,875	516,277	667,000	683,000
CONTRIBUTI	ONS AND TRANSFERS					
	Contribution From Fund Balance	0	0	0	110,000	50,000
56-39-500	Contribution From Fund Bal - Class C	0	0	0	0	0
	Total Contributions and Transfers	0	0	0	110,000	50,000
		192,091	337,164	520,963	778,000	736,000

Transportation Utility Fund

56-76-312	Professional & Tech Engineer	18,000
56-76-424	Curb & Gutter Restoration	50,000
56-76-425	Street Maintenance	0
56-76-730	Street Projects City Projects New Subdivision chip seal (paid by developers)	668,000 550,000 118,000

WATER UTILITY FUND FY 2020-2021

The South Weber City Water Utility Fund is comprised of three fundamental areas of service: 1) Supply: administer water samples for safe consumption, manage reserves, and facility storage; 2) Distribution: maintains the appropriate quality, quantity, and pressure of the water system, including pipes and valves; and 3) Utility: meter reading, billing, and leak detection. The planning and engineering personnel oversee the long-range planning, design, and construction management of the water system improvements and extensions.

The City currently maintains 43.5 miles of pipe, 2,100 existing residential connections (ERC's), 4 water reservoirs, over 700 water valves, over 350 fire hydrants and conducts an average of 30 water samples per month to ensure the quality of safe drinking water. South Weber City progressively and continuously researches and implements the most efficient and effective methods for constructing and maintaining the City's culinary water system to meet the requirements of the Utah Clean Water Act (UCWA) and the Federal Safe Drinking Water Act (FSDWA).

Secondary water is provided by four third party agencies based on the geographical location of a residence or commercial development. Secondary water is not provided by the City and is not considered a part of South Weber City's water infrastructure.



Account No.	Account Title	2017-18 Actual	2018-19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
WATER UTILI	TY FUND					
WATER UTILI						
51-37-100	Water Sales	1,068,384	1,434,772	1,415,450	1,500,000	1,400,000
51-37-105	Water Connection Fee	23,296	24,910	38,345	16,000	20,000
51-37-130	Penalties	44,505	40,940	41,085	39,000	40,000
Total Wa	ter Utilities Revenue:	1,136,184	1,500,622	1,494,880	1,555,000	1,460,000
MISCELLANEC	DUS					
51-34-270	Developer Payments for Improvements	0	0	310,000	0	1,635,000
51-36-100	Interest Earnings	24,148	50,055	55,591	15,000	17,000
51-36-300	Sundry Revenues	3,475	3,050	2,550	0	0
51-38-920	Gain Loss Sale of Assets	0	24,000	0	0	0
Total Mis	scellaneous	27,623	77,105	368,141	15,000	1,652,000
CONTRIBUTIC	ONS AND TRANSFERS					
51-38-820	Transfer from Water Impact Fd	107,365	71,579	110,000	110,000	75,000
51-38-910	Capital Contributions	165,523	44,119	20,000	20,000	0
51-39-500	Contribution from Fund Balance	0	0	0	1,064,000	838,000
Total Contributions and Transfers:		272,888	115,698	130,000	1,194,000	913,000
		1,436,695	1,693,424	1,993,021	2,764,000	4,025,000

WATER UTILITY

51-40-110	Full-Time Employee Salaries - 2.0 FTE	1	.07,000
51-40-120	Part-time Employee Salaries		0
51-40-130	Employee Benefit - Retirement		25,000
51-40-131	Employee Benefit-Employer FICA		9,000
51-40-133	Employee Benefit - Work. Comp.		4,000
51-40-134	Employee Benefit - UI		900
51-40-135	Employee Benefit - Health Ins.		31,000
51-40-140	Uniforms 2.0FTE Public Works Uniform and Cleaning costs		2,000
51-40-210	Books/Subscriptions/Membership <i>Memberships in Professional Organizations and Subscriptions</i> Rural Water Users of Utah APWA AWWA Cross-Control Certification	2200 50 350 400	3,000
51-40-230	Travel Charges for conferences, educational materials, & employee travel Rural Water Conference Backflow Technician Certification Other local classes		1,500
51-40-240	Office Supplies & Expense Copier Supplies, Postage, and general office supplies		1,600
51-40-250	Equipment Supplies & Maint. Upkeep or repair of equip. and oper. Supplies		10,000
51-40-255	Vehicle Lease		0
51-40-256	Fuel Expense		5,000
51-40-260	Buildings & Grounds 33% of Shop building and grounds maintenance		5,000

51-40-270	Water - Power & Pumping	14,000
51-40-280	Telephone and wireless	2,000
51-40-311	Professional/Technical Bond disclosure preparation and submission	2,000
51-40-312	Professional/Technical-Engineering Engineering Services including GIS	10,000
51-40-315	Professional/Technical - Auditor	0
51-40-325	GIS/ Mapping	5,000
51-40-350	Software Maintenance Software maintenance contracts Master Meter IWorq Caselle Win-911 LogMeIn	8,000
51-40-370	Utility Billing Services % of services associated with the billing and collection of utility accounts	14,000
51-40-480	Special Water Supplies <i>Testing supplies and costs to insure water quality</i> Chemtech-Ford Davis County Health	3,000
51-40-481	Water Purchases Culinary water purchased from Weber Basin	350,000
51-40-485	Fire Hydrant Update Replace 6 per year for the next 3 years.	50,000
51-40-490	Water O & M Charge Water system supplies and maintenance.	1,000
51-40-530	Interest Expense Interest payment on Bond	121,000
51-40-550	Banking Charges Bank charges and fees and credit card transaction fees	4,000
51-40-650	Depreciation	235,000
51-40-720	Meter Replacements Replace 400 meters	100,000

51-40-811	Bond - Principal Principal payment on bond		95,000
51-80-512	Contributions		0
51-40-730	Improvements other than Buildings East Bench Transmission Line Cottonwood Drive upgrade	1,800,000 700,000	2,500,000
51-40-740	Equipment Metering and SCADA	200000	200,000
51-40-750	Vehicles		45,000
51-40-900	Contribution to Fund Balance		0
51-40-915	Transfer to Admin Svs		61,000

WATER IMPACT FEE FUND

Bond Payment	75,000
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Account +N27+	4 Account Title	2016-17	2017-18	2018 - 19	2019 - 20	2019 - 20	2020 - 21
		Actual	Actual	Actual	Estimate	Budget	Budget
WATER							
51-40-110	Full-Time Employee Salaries	125,619	88,699	85,241	101,739	96,000	107,000
51-40-120	Part-time Employee Salaries	2,627	0	0	0	0	0
51-40-130	Employee Benefit - Retirement	31,180	18,804	17,859	19,478	23,000	25,000
51-40-131	Employee Benefit-Employer FICA	9,574	8,201	6,686	7,784	8,000	9,000
51-40-133	Employee Benefit - Work. Comp.	2,428	2,298	2,527	2,768	3,000	4,000
51-40-134	Employee Benefit - Ul	0	1,000	0	1,400	1,400	900
51-40-135	Employee Benefit - Health Ins.	14,842	20,867	23,915	23,704 *	36,000	31,000
51-40-137	Employee Testing	36	0	291	0	0	0
51-40-140	Uniforms	512	674	1,084	1,394	900	2,000
51-40-210	Books/Subscriptions/Membership	0	2,360	1,760	1,600	1,600	3,000
51-40-230	Travel & Training	1,682	2,077	3,146	1,400	1,500	1,500
51-40-240	Office Supplies & Expense	1,219	1,789	958	1,493	1,800	1,600
51-40-250	Equipment Supplies & Maint.	10,002	8,725	11,501	7,550	25,000	10,000
51-40-256	Fuel Expense	1,987	2,050	2,892	4,703	2,000	5,000
51-40-260	Buildings & Grounds	25	0	0	1,130	10,000	5,000
51-40-270	Utilities	19,875	17,289	11,404	14,082	24,000	14,000
51-40-280	Telephone	2,169	2,352	2,060	2,132	2,000	2,000
51-40-312	Professional/Technical-Engineering	60,436	25,015	19,069	6,904	70,000	10,000
51-40-318	Professional/Technical	1,500	86,298	576	2,200	2,200	2,000
51-40-325	GIS/ Mapping	0	0	0	3,000	0	5,000
51-40-350	Software Maintenance	5,193	4,924	16,593	7,561	7,000	8,000
51-40-370	Utility Billing Services	10,004	10,766	11,490	13,364	11,000	14,000
51-40-480	Special Water Supplies	2,541	10,449	4,520	2,409	7,000	3,000
51-40-481	Water Purchases	252,619	262,416	277,632	315,682	313,000	350,000
51-40-485	Fire Hydrant Update	34,140	51,539	0	50,000	50,000	50,000
51-40-490	O & M Charge	72,225	91,741	51,963	95,544	74,000	1,000
51-40-495	Meter Replacements	44,275	40,736	39,848	39,886	50,000	100,000
51-40-530	Interest Expense	139,323	110,875	105,222	119,239	120,600	121,000
51-40-550	Banking Charges	4,574	4,868	5,075	2,381	7,000	4,000
51-40-650	Depreciation	207,439	203,522	217,883	235,000	235,000	235,000
51-40-811	Bond - Principal	75,000	85,000	95,000	95,000	95,000	95,000
51-40-730	Improv. Other than Buildings	56,817	39,910	246,420	937,276	1,130,000	2,500,000
51-40-740	Equipment	0	90,623	94,750	74,558	250,000	200,000
51-40-750	Capital Outlay - Vehicles	22,250	0	0	0	45,000	45,000
51-40-915	Transfer to Admin Svs	0	68,900	59,000	61,000	61,000	61,000
	Transfer to Reserve for Replacement						
		1,212,114	1,364,769	1,416,364	2,253,358	2,764,000	4,025,000

Account No.	Account Title	2017 - 18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
WATER IMPAC	T FEE FUND					
Revenue						
26-37-100	Interest Earnings	2,816	1,934	2,960	1,000	1,000
26-37-200	Water Impact Fees	104,126	126,604	140,095	100,000	120,000
	Total Revenue	106,942	128,538	143,055	101,000	121,000
		,	,	,	,	,
Contributions	and Transfers					
26-39-500	Contribution From Fund Balance	0	0	69,000	69,000	69,000
Expenditures						
26-40-760	Projects	0	0	0	0	0
26-80-800	Transfers	107,338	71,579	150,000	170,000	75,000
	Contribution to Fund Balance	0	0	0	0	115,000
	Water Impact Fee Fund Revenue Total	106,942	128,538	212,055	170,000	190,000
	Weter Inspect Face Fund Funder diture Tatal	107 220	74 570	150.000	170.000	100.000
	Water Impact Fee Fund Expenditure Total	107,338	71,579	150,000	170,000	190,000
	Net Total Water Impact Fee Fund	-396	56,959	62,055	0	0

Bond Payment

SEWER UTILITY FUND FY 2020-2021

The South Weber City Sewer Utility fund supports the maintenance, operations, and infrastructural needs of the sewer system. The planning and engineering personnel oversee the long-range planning, design, and construction management of the sewer system improvements and extensions. South Weber City is contracted with the Central Weber Sewer Improvement District for the treatment of wastewater.

South Weber City maintains 2,100 sewer laterals, 630 manholes, 30 miles of sewer main lines. The City is progressively and continuously researching and implementing the most efficient and effective methods for constructing and maintaining the City's sanitary sewer system in accordance with the Utah Sewer Management Program (USMP).



Account No.	Account Title	2017-18 Actual	2018-19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
SEWER UTILIT	Y FUND					
MISCELLANEC	DUS REVENUE					
52-36-100	Interest Earnings	32,051	57,231	64,100	25,000	50,000
Total Mis	scellaneous Revenue:	32,051	57,231	64,100	25,000	50,000
SEWER UTILIT	IES REVENUE					
52-37-300	Sewer Sales	885,324	909,221	941,051	900,000	940,000
52-37-360	CWDIS 5% Retainage	10,265	11,782	16,736	10,000	10,000
Total Sewer Utilities Revenue:		895,589	921,002	957,786	910,000	950,000
CONTRIBUTIC	DNS & TRANSFERS					
52-38-820	Transfer from Sewer Impact	124,967	55,410	180,000	150,000	237,500
52-38-910	Capital Contributions	193,960	25,880	18,000	18,000	0
52-39-500	Contribution from Fund Balance	0	0	0	858,000	562,500
Total Cor	ntributions:	318,927	81,290	198,000	1,026,000	800,000
		1,246,566	1,059,523	1,219,886	1,961,000	1,800,000

SEWER UTILITY

EXPENDITURES

52-40-110	Full-Time Employee Salaries85 FTE		56,000
52-40-120	Part-time Employee Salaries		0
52-40-130	Employee Benefit - Retirement		14,000
52-40-131	Employee Benefit-Employer FICA		5,000
52-40-133	Employee Benefit - Work. Comp.		2,000
52-40-134	Employee Benefit - UI		1,000
52-40-135	Employee Benefit - Health Ins.		15,000
52-40-140	Uniforms .85 FTE Public Works Uniform and Cleaning costs		900
52-40-230	Travel and Training Charges for conferences, educational materials, & employee travel		4,000
52-40-240	Office Supplies & Expense Copier Supplies, Postage, and general office supplies		1,000
52-40-250	Equipment Supplies & Maint. Upkeep or repair of equip. and oper. supplies, including pump repair		5,000
52-40-255	Vehicle Lease		0
52-40-270	Sewer - Power & Pumping		600
52-40-312	Professional/Technical-Engineering Engineering DWQ Exception CFP/IFFP/ISP	6,000.0 10,000. 0 20,000.	41,000
	SSMP Update	0 5,000.0	
52-40-325	GIS/ Mapping		1,000
52-40-350	Software Maintenance Software maintenance contracts Caselle	4,000	4,000

52-40-370	Utility Billing Services % of services associated with the billing and collection of utility accounts		9,000
52-40-490	Sewer O & M Charge Sewer system supplies and maintenance.		35,000
52-40-491	Sewer Treatment Fee Central Weber Sewer Improvement District charges - 4% increase		480,000
52-40-550	Banking Charges Bank charges and fees and credit card transaction fees		3,500
52-40-650	Depreciation		130,000
52-40-690	Projects Upsize trunk line in Cottonwood Cove	950,000	950,000
52-40-915	Transfer to Admin Svcs		42,000

Account No.	Account Title	2017-18	2018 - 19	2019 - 20	2019 - 20	2020 - 21
		Actual	Actual	Estimate	Budget	Budget
SEWER UTILIT	γ					
52-40-110	Full-Time Employee Salaries	46,272	41,205	47,491	44,000	56,000
52-40-120	Part-time Employee Salaries	0	0	0	0	0
52-40-130	Employee Benefit - Retirement	11,302	8,857	8,183	11,000	14,000
52-40-131	Employee Benefit-Employer FICA	5,069	3,224	4,910	4,000	5,000
52-40-133	Employee Benefit - Work. Comp.	1,266	1,018	1,016	2,000	2,000
52-40-134	Employee Benefit - UI	500	0	1,000	1,000	1,000
52-40-135	Employee Benefit - Health Ins.	9,903	6,508	5,194	14,000	15,000
52-40-140	Uniforms	233	357	776	900	900
52-40-230	Travel & Training	260	2,488	2,275	3,000	4,000
52-40-240	Office Supplies & Expense	1,112	819	993	1,000	1,000
52-40-250	Equipment Supplies & Maint.	4,401	2,790	4,266	5,000	5,000
52-40-270	Sewer - Power & Pumping	476	317	502	500	600
52-40-312	Professional/Technical-Engin	9,630	6,987	2,985	6,000	41,000
52-40-325	GIS/ Mapping	0	0	1,000	0	1,000
52-40-350	Software Maintenance	1,569	1,924	3,561	2,000	4,000
52-40-370	Utility Billing Services	7,524	8,023	8,945	7,000	9,000
52-40-490	O & M Charge	21,962	16,620	14,366	60,000	35,000
52-40-491	Sewer Treatment Fees	443,321	453,185	469,184	460,000	480,000
52-40-550	Banking Charges	4,041	3,035	2,088	4,000	3,500
52-40-650	Depreciation	121,029	129,395	130,000	130,000	130,000
52-40-690	Projects	20,752	133,358	126,000	958,000	950,000
52-40-915	Transfer to Admin Svs	32,500	40,500	41,600	41,600	42,000
52-40-990	Transfer to Fund Balance Transfer to Reserve for Replacement	0	0	0	0 206,000	0
		743,122	860,612	876,335	1,961,000	1,800,000

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
SEWER IMPAC Revenue	T FEE FUND					
21-37-100	Interest Earnings	2,317	7,125	7,181	0	0
21-37-200	Sewer Impact Fees	280,981	301,512	394,109	150,000	400,000
	Total Revenue	283,298.40	308,637.15	401,290.06	150,000	400,000
Contributions	and Transfers					
21-39-500	Contribution From Fund Balance	0	0	0	100,000	560,000
	Total Contributions and Transfers	0	0	0	100,000	560,000
Expenditures						
21-40-490	Sewer Impact Fee Projects	0	0	1,000	0	0
21-40-760	Transfer to Sewer Fund	0	55,410	158,000	250,000 *	960,000
	Total Expenditures	0	55,410	159,000	250,000	960,000
	Sewer Impact Fee Fund Revenue Total	283,298	308,637	401,290	250,000	960,000
	Sewer Impact Fee Fund Expenditure Tot	0	55,410	159,000	250,000	960,000
	Net Total Sewer Impact Fee Fund	283,298	253,227	242,290	0	0

* Transfer to Sewer Department for prior year expenditures Upgrade Cottonwood Cove

SANITATION UTILITY FUND FY 2020-2021

The Sanitation Utility fund was created to aid in improving and confirming the service delivery of solid waste sanitation. The City is progressively and continuously researching and implementing the most efficient and effective methods for constructing and maintaining the City's solid waste sanitation system; to include: (1) the prevention and spread of disease; (2) the deterrence of nuisances and damage to property; and (3) the minimizing of environmental pollution. South Weber City is contracted through Robinson Waste Services, Inc. for its solid waste sanitation removal service. However, the City's personnel manage and maintain the supply and distribution of all solid waste receptacles in the City.

Account No.	Account Title	2017-18 Actual	2018-19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget		
SANITATION	SANITATION UTILITY FUND							
MISCELLANEC	DUS REVENUE							
53-36-100	Interest Earnings	6,513	9,079	10,400	3,000	6,000		
Total Mis	scellaneous Revenue:	6,513	9,079	10,400	3,000	6,000		
SANITATION	UTILITIES REVENUE							
53-37-700	Sanitation Fees	351,509	359,362	461,505	450,000	450,000		
Total Sar	nitation Utilities Revenue:	351,509	359,362	461,505	450,000	450,000		
MISCELLANEC	DUS							
53-38-920	Gain Loss Sale of Assets	0	0	0	0	0		
Total Mis	scellaneous:	0	0	0	0	0		
		358,022	368,441	471,904	453,000	456,000		

SANITATION UTILITY

53-40-110	Full-Time Employee Salaries10 FTE	4,000
53-40-120	Part-time Employee Salaries	0
53-40-130	Employee Benefit - Retirement	1,000
53-40-131	Employee Benefit-Employer FICA	300
53-40-133	Employee Benefit - Work. Comp.	100
53-40-134	Employee Benefit - UI	100
53-40-135	Employee Benefit - Health Ins.	3,000
53-40-140	Uniforms	100
53-40-240	Office Supplies & Expense	0
53-40-250	Equipment Supplies & Maint. Purchase of 300 garbage cans	16,000
53-40-255	Vehicle Lease	0
53-40-350	Software Maintenance Software maintenance contracts	2,400
53-40-370	Utility Billing Services % of services associated with the billing and collection of utility accounts	4,500
53-40-492	Sanitation Fee Charges Collection and disposal fees	396,000
53-40-550	Banking Charges Bank charges and fees and credit card transaction fees	1,000
53-40-650	Depreciation	0
53-40-915	Transfer to Admin Svs	27,500

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
SANITATION U	JTILITY					
53-40-110	Full-Time Employee Salaries	13,136	9,373	11,632	10,000	4,000
53-40-120	Part-time Employee Salaries	0	0	0	0	0
53-40-130	Employee Benefit - Retirement	2,971	2,040	2,291	3,000	1,000
53-40-131	Employee Benefit-Employer FICA	1,321	751	885	800	300
53-40-133	Employee Benefit - Work. Comp.	390	290	292	300	100
53-40-134	Employee Benefit - Ul	200	0	200	200	100
53-40-135	Employee Benefit - Health Ins.	2,621	2,247	2,390	4,000	3,000
53-40-140	Uniforms	(7)	0	800	900	100
53-40-250	Equipment Supplies & Maint.	10,659	12,247	11,929	12,000	16,000
53-40-350	Software Maintenance	1,569	1,924	2,091	2,500	2,400
53-40-370	Utility Billing Services	3,277	3,544	3,958	5,000	4,500
53-40-492	Sanitation Fee Charges	297,173	299,500	341,400	385,000	396,000
53-40-550	Banking Charges	1,723	1,318	849	1,800	1,000
53-40-915	Transfer to Admin Services	9,800	26,500	27,500	27,500	27,500
53-40-900	Contribution to Fund Balance	0	0	0	0	0
		344,831	359,734	406,216	453,000	456,000

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STORM DRAIN UTILITY FUND FY 2020-2021

The Storm Water Utility fund certifies that the discharge of storm water pollutants is eliminated. The City is progressively and continuously researching and implementing the most efficient and effective methods for constructing and maintaining the City's storm water system in accordance with Utah Pollutant Discharge Elimination System (UPDES), National Pollutant Discharge Elimination System (NPDES), and the execution of the City's Municipal Storm Water System (MS4) permit.

The planning and engineering personnel oversee the long-range planning, design, and construction management of the storm water system improvements and extensions. South Weber City maintains 10 detention basins, 621 manhole basins, and 530 storm drain grates. Many of the City's detention basins have a joint use where they are also utilized for recreation and athletic programs.

The Public Works Department's mission is to aid in improving the quality of life for the residents of South Weber by working proactively as a team. This is also accomplished as we research and implement the most efficient and effective methods for constructing and maintaining the city's storm sewer system.



Account No.	Account Title	2017-18 Actual	2018-19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
STORM DRAIN	N					
MISCELLANEC	DUS REVENUE					
54-33-400	State Grants	0	0	0	0	0
54-36-100	Interest Earnings	8,330	11,010	10,198	10,000	10,000
Total Mis	scellaneous Revenue:	8,330	11,010	10,198	10,000	10,000
STORM Drain	UTILITIES REVENUE					
54-37-450	Storm Sewer Revenue	173,955	178,843	186,431	177,000	273,000
Total Sto	orm Drain Utilities Revenue:	173,955	178,843	186,431	177,000	273,000
54-34-270	Developer Pmts for Improvements		0	246,000	140,000	0
54-38-910	Capital Contributions	335,141	0	0	0	0
Total Co	ntributions:	335,141	0	246,000	140,000	0
CONTRIBUTIC	ONS AND TRANSFERS					
54-38-600	Transfer from Impact Fees	0	0	76,000	152,000	40,000
54-39-500	Contribution From Fund Bal	0	0	270,000	86,000	24,000
	Total Contributions and Transfers	0	0	346,000	238,000	64,000
		517,426	189,852	788,629	565,000	347,000

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STORM DRAIN

EXPENDITURES 54-40-110	Full-time Employee Salaries5 FTE	21,000
54-40-120	Part-time Employee Salaries	0
54-40-130	Employee Benefit - Retirement	5,000
54-40-131	Employee Benefit-Employer FICA	2,000
54-40-133	Employee Benefit - Work. Comp.	1,000
54-40-134	Employee Benefit - UI	200
54-40-135	Employee Benefit - Health Ins.	13,000
54-40-140	Uniforms .5 FTE Public Works Uniform and Cleaning costs	500
54-40-230	Travel and Training Charges for conferences, educational materials, & employee travel State Certifications Training on new regulations	2,000 500 1,500
54-40-250	Equipment Supplies & Maint. Upkeep or repair of equip. and oper. Supplies	1,200
54-40-255	Vehicle Lease	0
54-40-256	Fuel Expense	400
54-40-270	Storm Drain - Power & Pumping	200
54-40-312	Professional/Technical-Engineering Engineering Services	8,000
54-40-315	Professional/Technical - Auditor	0
54-40-325	GIS/ Mapping	15,000
54-40-331	Promotion - Storm Drain Payment to Davis County Storm Drain for education of communication	1,200
54-40-350	Software Maintenance Software maintenance contracts	2,300

54-40-370	Utility Billing Services % of services associated with the billing and collection of utility accounts		2,000
54-40-493	Storm Sewer O & M Cleaning of drains, ponds, and boxes		30,000
54-40-550	Banking Charges Bank charges and fees and credit card transaction fees		1,000
54-40-650	Depreciation		150,000
54-40-690	Projects CFP/IFFP/IFA Rate Study	50,000 20,000	70,000
54-40-915	Transfer to Admin Svs		21,000

Account No.	Account Title	2017-18 Actual	2018 - 19 Actual	2019 - 20 Estimate	2019 - 20 Budget	2020 - 21 Budget
STORM DRAIN						
54-40-110	Full-Time Employee Salaries	22,864	25,567	30,078	36,000	21,000
54-40-120	Part-time Employee Salaries	, 0	0	, 0	0	0
54-40-130	Employee Benefit - Retirement	4,857	5,068	5,859	9,000	5,000
54-40-131	Employee Benefit-Employer FICA	2,019	1,881	2,614	3,000	2,000
54-40-133	Employee Benefit - Work. Comp.	638	669	738	2,000	1,000
54-40-134	Employee Benefit - UI	300	0	500	500	200
54-40-135	Employee Benefit - Health Ins.	7,029	7,790	8,138	17,000	13,000
54-40-140	Uniforms	247	357	556	400	500
54-40-230	Travel and Training	1,430	42	450	500	2,000
54-40-250	Equipment Supplies & Maintenance	135	100	1,000	1,500	1,200
54-40-256	Fuel Expense	310	613	400	400	400
54-40-270	Utilities	0	0	150	0	200
54-40-312	Professional/Technical-Enginr	13,953	8,296	5,943	11,000	8,000
54-40-325	GIS/ Mapping	0	0	15,000	0	15,000
54-40-331	Promotions	1,155	1,155	1,155	1,500	1,200
54-40-350	Software Maintenance	1,569	1,924	2,191	2,100	2,300
54-40-370	Utility Billing Services	1,667	1,755	1,972	2,100	2,000
54-40-493	Storm Drain O & M	4,932	15,214	27,462	30,000	30,000
54-40-550	Banking Charges	862	665	504	1,000	1,000
54-40-650	Depreciation	121,724	142,728	145,000	130,000	150,000
54-40-690	Projects	379,973	221,902	369,000	296,000	70,000
54-40-915	Transfer to Admin Services	6,200	20,500	21,000	21,000	21,000
		571,863	456,226	639,708	565,000	347,000

APPENDIX A CULINARY WATER CAPITAL FACILITIES PLAN

WATER CAPITAL IMPROVEMENT PROJECTS (CIP) PLAN

FY 2018 - 2025 ---- Proactive Scenario ---

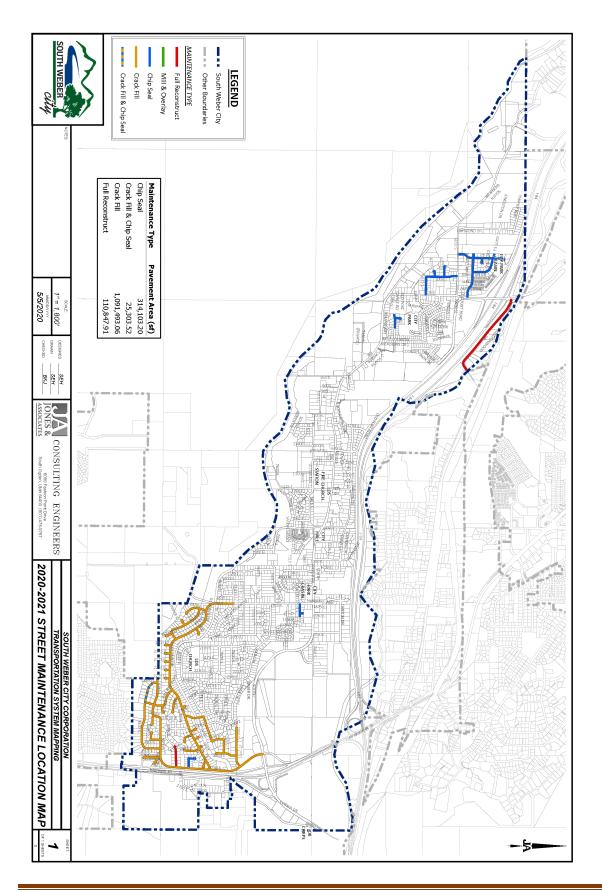


roject				Construction	Evi	aluation Crit	eria		
No.	Project Description		Project Cost *	Year (FY)	Description of Need	Criticality	Condition	DDW Compliance/ LOS	ΤΟΤΑΙ
1	Westside Reservoir Rehabilitation	\$	598,825	2019	Rehabiliate reservoir to stop leak and correct defficiences; currently under Order by DDW	5	5	5	15
2	Upsize to 8" pipe: 1375 East, south of Lester; 7600 South, west of 1375 East; 1800 East, south of 7775 South; 1750 East, south of 7775 South; Jensen Circle; replace lead joint pipe on Canyon Dr. between 1375 E and 1300 E	\$	749,500	2020	Correct fire flow deficiencies; meet DDW minimum pipe size	4	5	5	14
3	Relocate transmission line to East Bench Reservoir #3	\$	220,000	2021	Replace deteriorated feed/fill line with new line in more accessible location	5	4	3	12
4	Connect Lincoln Lane and 2750 East; upsize to 8° 8075 South, 2575 East, and 2350 East (south of Deer Run Dr.); upsize US 89 crossing at 8075 South to 12°; abandon existing 4° PSV and replace with new 8° PRV and Time on Paechwood Dr.	\$	570,313	2022	Correct fire flow deficiencies; meet DDW minimum pipe size	4	3	3	10
5	Construct new supply line from Westside reservoir(s) to South Weber Dr. at 475 E. for secondary feed to zone 1, including PRV; connect 925 East to S. Weber Drive	\$	524,625	2023	Add redundant feed into Zone 1; correct fire flow deficiencies	4	3	3	10
6	Automate Weber Basin well feed to Reservoirs #1 and #2 to match supply to system demand	\$	76,250	2024	Operate feed to Westside Reservoir more efficiently (reduce waste)	2	4	3	9
7	Construct Connection #4 to WBWCD's transmission line with pump station to pump to Zone 4	\$	820,000	2025	Add redundant feed into Zone 4 and Reservoir #4	4	3	2	9
	End of Culinary Water Rate Study Analysis								
8	Upsize Cottonwood Dr. to 8" line	\$	431,750	2026	Meet DDW minimum pipe size	3	2	4	9
10a	Upsize to 8 th : 7875 South; 7925 South; Peachwood Dr. between 7925 South and Peachwood Way; 8100 South between Peachwood Drive and 2300 East; 2175 East; 7875 South between 2100 and 2175 East; 2100 East between 7800 South and City Park	\$	532,625	2027	Meet DDW minimum pipe size	3	2	3	8
10b	Phase 2	\$	532,625	2028					
11	Rehabilitate Well #1; add new generator; modify controls	\$	298,750	2029	Rehabiliate well (City's water right) to correct failures and increase production	2	4	2	8
12	Upsize South Weber Drive (6650 South to end) to 10" line	\$	482,625	2030	Correct fire flow deficiencies at west end of system	2	2	4	8
9a	Replace Westside Reservoir	\$	513,900	2031	Replace Westside Reservoir	3	3	3	9
9b	Phase 2	\$	513,900	2032					
9:	Phase 3	s	513.900	2033					



S& CONSULTING ENGINEERS

1 of 2



RESOLUTION 2020-23

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING BUDGET AMENDMENTS FOR THE FISCAL YEAR ENDING JUNE 30, 2020

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

Whereas, the City adopted its budget for fiscal year 2019-2020 on August 20, 2019; and

Whereas, unanticipated expenses have occurred, the City desires to amend that budget with the referenced changes presented herein; and

Whereas, this legislative body held a public hearing on June 9, 2020 to take comment regarding the proposed amendments; and

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

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

Section 1. Amendment: The Fiscal Year 2019-2020 Budget shall be amended as follows:

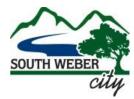
General Fund Revenues					
10-32-290	Plan Checks and Other Fees	+	\$80,000		
10-34-270	Developer Pmts. For Improvements	+	\$95,000		
General Fund	Expenditures				
10-43-110	Admin – Salaries	-	\$25,000		
10-58-110	Planning – Salaries	+	\$25,000		
10-58-312	Planning – Engineering	+	\$30,000		
10-58-328	Planning – Inspections	+	\$50,000		
10-60-416	Streets – Street Lights	+	\$70,000		
10-70-110	Parks – Salaries	+	\$10,000		
10-70-312	Parks – Engineering	+	\$10,000		
10-70-270	Parks -Utilities	+	\$ 5,000		

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 9th day

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

of June 2020.



Council Meeting Date: June 9, 2020

Name: David Larson

Agenda: Riverside RV Park

Objective: Riverside RV Park: Development Agreement, Conditional Use Permit, Site & Improvement Plans

Background: City Council originally reviewed the Riverside RV Park plans and Conditional Use Permit (CUP) on December 10, 2019. After discussion, the Council continued the item to January 28, 2020 and established a working committee to research, review, and recommend amendments to the CUP to the full Council.

The working committee presented their work for Council's consideration on January 28, 2020. They brought forward an amended CUP along with a proposed development agreement. Considering public comment, developer comment, and Council discussion, the Council continued the items and requested the working committee continue to work on some items that they did not feel were ready for consideration. Some outstanding items the Council was hopeful to address in the meantime include but are not limited to city/county boundary, ingress/egress, fire protection & water system setup.

The committee has since met multiple times to discuss these and other issues relating to the development proposal. The final plans now include two points of ingress/egress, compliance with applicable fire codes, privately-owned water lines, and fencing along I-84 that will include a cable barrier and opaque masonry. The development agreement addresses the boundary line situation with approval on the undisputed acreage and contingent approval on the disputed acres based on a satisfactory resolution.

Summary: Consider Riverside RV Park CUP, Development Agreement, and Site Plans

Committee Recommendation: n/a

Planning Commission Recommendation: approval

Staff Recommendation: n/a

Attachments: conditional use application, staff review memos, PC minutes, construction documents and site plan, development agreement, conditional use permit

Budget Amendment: n/a



MEMORANDUM

TO: South Weber City Mayor and Council

- FROM: Brandon K. Jones, P.E. South Weber City Engineer () pondm H. Jung
- CC: David Larson South Weber City Manager Mark Larsen – South Weber City Public Works Director
- RE: RIVERSIDE RV PARK Conditional Use Permit, Development Agreement and Final Plans Approval – Final Review Memo

Date: June 4, 2020

This memo addresses the proposed development of the Riverside RV Park. There are three elements needing approval for this development to proceed: 1) Conditional Use Permit (CUP) for use of the ground as a Recreational Vehicle Park (larger than 1 acre), 2) Development Agreement (DA), and 3) Final Construction Plans.

CONDITIONAL USE PERMIT

1. No comments.

DEVELOPMENT AGREEMENT

The purpose of the Development Agreement is address in more detail elements that need additional clarity, direction or approval. The following are items dealing with some of the engineering and design elements. These are mentioned mainly for informational purposes.

- Boundary Resolution. The overall property is 11.85 acres. There is a portion of the development adjacent to the river (about 3.32 acres) where the city's jurisdictional authority is in question. The DA would require that this area receive a determination that it lies within South Weber City before the ground could be developed and used as an RV Park (e.g. no construction of any park sites). Exhibit C shows where the County line is located in relationship to the proposed improvements.
- 3. <u>Flood Plain</u>. A Flood Plain Permit will be required for development in the flood plain. The 3 permanent structures will require an Elevation Certificate showing that they are at or above the Base Flood Elevation (BFE).
- 4. <u>Culinary water for Outdoor Use</u>. There are no pressure irrigation service providers near this development. Therefore, the use of culinary water for outdoor use would be authorized. The development would pay for all water used based on their metered usage.

- 5. <u>Trail</u>. A 15' wide easement will be dedicated by the developer to the Trails Foundation of Northern Utah (TFNU), and a 10' trail built by TFNU prior to occupancy.
- 6. <u>Water, Sewer and Storm Drain Responsibility</u>. All interior water main lines, fire hydrants and services will be private past the water meter servicing the development. All sewer mains and laterals will be private and connect to the Central Weber Sewer main. All elements of the storm drain system are private and connect to the UDOT storm drain line that discharges into the river.
- 7. <u>Cottonwood Drive Waterline Project</u>. The developer agrees to contribute \$35,000 towards South Weber City's portion of the project. The City agrees to complete the project by November 30, 2020.
- 8. <u>Fire Flow</u>. The required fire flow is 1,500 gpm and must be provided prior to any structures being built.
- 9. <u>Transportation Utility Fee</u>. The TUF will be charged based on a monthly report provided by the RV Park showing evidence of how many long-term stays vs. short-term stays occurred. The fee may be adjusted monthly accordingly. If no report is provided, the maximum fee will be charged.
- 10. <u>Setback Exception</u>. In exchange for the City allowing sites within the 75' setback, the developer will install a cable barrier fence and an opaque masonry fence along I-84. The cable barrier fence is intended to protect the occupants of the park against errant vehicles/trucks potentially running off the freeway. The masonry fence is intended to be an attractive element of the development as well as protect against park occupants (especially children) climbing the fence and getting into the freeway property.

FINAL PLANS

- 11. Two means of ingress/egress are being provided.
- 12. All other elements shown on the plans (dated May 19, 2020) meet the City Standards.

RECOMMENDATION

We recommend approval of the CUP, Development Agreement and Final Plans, as currently proposed.

RESOLUTION 2020-03

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR RIVERSIDE RV RESORT PARK

WHEREAS, FM Winkle Family LLC desires to develop the land at 852 East Cottonwood Drive into a recreational vehicle park; and

WHEREAS, the agreement was presented to the Planning Commission in May of 2019 and recommended to the Council; and

WHEREAS, the Council expressed concerns and tabled the agreement until resolved; and

WHEREAS, a committee was formed to work with the developer to create a park that is pleasing to the developer, citizens, neighbors, and the City; and

WHEREAS, the Developer and the City negotiated certain conditions regarding development which are specified within the attached development agreement; and

WHEREAS, Council has reviewed the amended agreement and agrees with the conditions placed therein;

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

Section 1. Approval: The Development Agreement for Riverside RV Resort Park is hereby approved as attached in Exhibit 1.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day

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

Jo Sjoblom, Mayor

of June 2020.

EXHIBIT 1 DEVELOPMENT AGREEMENT FOR RIVERSIDE RV PARK

When recorded return to: South Weber City 1600 East South Weber Drive South Weber, UT 84405

DEVELOPMENT AGREEMENT FOR RIVERSIDE RV PARK IN SOUTH WEBER CITY

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as of this ______day of ______, 2020, by and between **F.M. WINKEL FAMILY L.L.C.**, a Utah limited liability company, having its principal business address as 3651 North 100 East #125, Provo, Utah (hereinafter referred to as "Owner"), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as "City"), of 1600 East South Weber Drive, South Weber, UT 84405. Owner and City are heretofore individually referred to as "Party" or collectively referred to as "Parties".

RECITALS:

- A. Owner is the owner of fee simple title property of approximately 11.85 acres; more particularly described in **Exhibit A** attached hereto (the "Property").
- B. In 2019, Owner proposed the development of a Recreational Vehicle Park, including campsites, park-owned rental units and facilities, and other related amenities, "Riverside RV Park" (the "Development"), on the Property. A Site Plan of the Development is attached hereto as **Exhibit B**.
- C. City's Planning Commission granted final approval of the conditional use permit for the Development on or about May 23, 2019. In November 2019 the City's City Council claimed it too needed to approve the Development and cited to a provision of City Code not referenced at the hearing before the Planning Commission. To continue its good working relationship with the City and to avoid a dispute, Owner has agreed to enter into this Agreement.
- D. The purpose of this Agreement is to confirm the approved criteria required to mitigate the anticipated impacts associated with the administrative conditional use permit for the Development in connection with the City's required approval process.
- E. City, acting pursuant to its authority under Utah Code Ann. § 10-9a-101, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Development and, in the exercise of its administrative discretion, has elected to approve this Development Agreement for the purpose of specifying the obligations of the respective parties with respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Incorporation of Recitals and Exhibits</u>. The foregoing Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.
- 2. <u>City Laws and Purpose</u>. City determines that the provisions of this Agreement relating to establishment of Owner's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City resolution as administrative act to implement the approval of a conditional use permit for the development of the Property.
- 3. <u>Approval</u>. This Agreement does not remove the Owner from their obligation to adhere to the City's established approval process. The Owner shall comply with all applicable time frames, as specified in the City Code. The Parties' respective obligations, as set forth herein, are subject to and conditioned upon City's final approval of a conditional use permit and site plan acceptable to both Parties.
- 4. **Boundary Resolution**. The Property is made up of two parcels, Parcels 1 and 2, as more particularly depicted on the attached **Exhibit C**. Parcel 1 is located on the northwest side of the Development and comprises an area of approximately 8.53 acres, which is indisputably in the City. Parcel 2 is located towards the southeastern side of the Development, adjacent to the south side of Weber River and comprises an area of approximately 3.32 acres ("Disputed Property"). The original incorporation documents show all parcels of the Property as being fully within Davis County and South Weber City. *See* Plat of South Weber Township, approved August 26, 1938 and recorded in the Davis County Recorder's Office. However, the Disputed Property has been subjected to taxation from Weber County, Uintah City, and related service districts since approximately 2002. Owner will undertake to resolve the jurisdictional dispute with Uintah City and City agrees to recognize its responsibility to resolve the boundary issue as it relates to Uintah City. The City agrees to act promptly with its response to any resolution efforts on the part of the Owner and/or Uintah City.

Upon execution of this Agreement, Owner is permitted to immediately begin to obtain the necessary building permits from City to commence construction and improvements upon (i) the underground infrastructure and roads for the entire Property, and (ii) Parcel 1. However, unless and until the boundary issue is resolved between Uintah City and City, Owner shall delay construction and improvements of any RV sites, cabin units, park models, or tiny homes upon the Disputed Property.

In the event that the Disputed Property does not fall within the municipal limits of the City and construction of the Development cannot commence as contemplated and shown in this Agreement, the City expressly permits Owner, and its successors and assigns, to redesign the Development. Any such redesign shall comply with the City Code, as it existed as of the time of Owner's vested rights, in all respects, less and excepting for any and all exceptions to the City Code granted in this Agreement.

- 5. <u>Flood Plain</u>. A FEMA Elevation Certificate will be required prior to occupancy of any permanent structure in order to remove the structure from the FEMA flood zone.
- 6. <u>Culinary for Outdoor Use</u>. There are no irrigation companies that currently serve the subject property or can feasibly do so. Therefore, City is allowing culinary water to be used for outdoor purposes. The use of the water will be charged in accordance with the City's adopted water rates. All irrigation connections must be constructed in accordance with City and State drinking water requirements. If the Owner acquires another source of water for irrigation purposes at a future date, the Owner shall disconnect irrigation connections in accordance with City and State drinking water requirements.
- 7. <u>Stream Alteration Permit</u>. A Stream Alteration Permit from the State is required for any qualifying activity along the Weber River.
- 8. <u>Trail</u>. Prior to occupancy, a 15' wide easement shall be dedicated to Trails Foundation of Northern Utah and recorded with the Davis County Recorder's Office, and a 10' minimum trail must be graded, constructed and completed in accordance with Trails Foundation of Northern Utah standards (the "Trail"). As contemplated by this Agreement, the Trail shall proceed from the frontage of the Development on Cottonwood Drive/6600 South and along the north property line adjacent to the Weber River.
- 9. <u>Water and Sewer Responsibility</u>. The Owner is responsible for the construction of all utility infrastructure associated with the Development on the Property. All water system infrastructure related to the Development past the meter will be privately owned and maintained by the Owner. All sewer system infrastructure related to the Development upstream from the connection to the Central Weber Sewer District transmission line will be privately owned and maintained by the Owner. The City will not be responsible for any of the water or sewer system associated with the Development, with the sole exception of the water meter itself.
- 10. <u>Storm Drain</u>. The storm drain system will be privately owned and maintained by the Owner and is connected to UDOT's drainage system that ultimately drains into the Weber River. The Owner must comply with all requirements of UDOT and the State relating to this drainage, including storm water pollution prevention and the Clean Water Act.
- 11. <u>Cottonwood Drive Waterline Project</u>. Currently, an existing 6" waterline serves the residents on Cottonwood Drive with culinary water. The City identified the need to replace and upsize the waterline in Cottonwood Drive in the Culinary Water Capital Facilities Plan (CFP), dated June 2016. As additional studies have been conducted in this area, it has been discovered that Uintah City also has the need to replace their waterline in Cottonwood Drive. South Weber City and Uintah City have approved an Interlocal Agreement to construct a joint-use waterline to serve Cottonwood Drive and Uintah City (the "Project"). Although the Project is not being constructed for the sole benefit of the Development, the Development will benefit from the Project. Therefore, the Developer agrees to contribute to the Project.

- 11.1 <u>Owner's Contribution.</u> Owner agrees to contribute thirty-five thousand dollars (\$35,000) towards engineering and construction of the Project. Payment will be due within thirty (30) days following substantial completion of the Project, as notified in writing by the City.
- 11.2 <u>City's Responsibility</u>. The City will be responsible for the design, bidding, and construction of the Project, and agrees to have the Project completed and in service by **November 30, 2020**, or such other time as may be agreed to by the Parties in writing.
- 12. <u>Fire Flow</u>. The required fire flow for this Development is 1,500 gallons per minute (gpm). Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow available for this Project.
- 13. <u>**Transportation Utility Fee.</u>** Owner agrees to pay any lawful transportation utility fee ("TUF") assessed against the Development, so long as it is assessed on the same terms and at rates approved by the City's City Council, which rates may not differ materially from those assessed to others in City.</u>
 - 13.1 <u>ERU Calculation</u>. The TUF is based on Equivalent Residential Units ("ERU"). The ERU is calculated using the number of trips generated by the use of the Property. For all non-residential uses, the number of trips is calculated based on the current edition of the Institute of Traffic Engineers ("ITE") Trip Generation Manual.

The fee for this Development will be calculated based on the number of sites used for long-term stays ("LTS") versus short-term stays ("STS"). For purposes of this Agreement only, an LTS shall be considered a site where a guest has stayed thirty (30) consecutive days or more, and an STS is a site where a guest has stayed twenty-nine (29) consecutive days or less, including any vacant spaces. The determination of LTS versus STS shall be determined based on actual occupancy of the Development on the fifth (5th) day of each month.

The total ERU's will be calculated by utilizing equations that use the trip rates found in the 10th Edition of the ITE Manual. These rates should be updated to the current edition of the ITE Manual, as necessary. The TUF will be charged according to the City's current adopted fee schedule.

[ERU Calculation Table Continued Below]

ERU Calculation						
Short-Term Stay	Long-Term Stay	ERU				
Trip Rate = 0.27	Trip Rate $= 0.59$	Trip Rate $= 0.87$				
$(\#STS*0.27)/0.87 \rightarrow \#STS*0.31 = STS:ERUs$ + $(\#LTS*0.59)/0.87 \rightarrow \#LTS*0.68 = LTS:ERUs$ = Total ERU's (round to nearest whole #)						
<i>Example:</i> Total Sites = 102, #STS = 60, #LTS = 42						

 $\underline{60}$ *0.31 + $\underline{42}$ *0.68 = $\underline{47}$ ERUs

- 13.2 Long-Term Stays and ERU Adjustment. The Owner, in its sole and absolute discretion, may adjust the number of LTS up or down at any time. It shall be the Owner's responsibility to report the number of STS and LTS to the City for the preceding measured month by sending a snapshot report showing how many sites were occupied on the 5th day of the month by LTS vs STS. In the event that Owner fails to report the STS and LTS, the default maximum number of ERUs to be used for the TUF is sixty-nine (69) ERUs.
- 14. <u>**Parking**</u>. The Development is responsible to provide sufficient on-site parking as required in City Code. All on-site parking will be in designated parking areas. Parking of vehicles related to the use of the RV Park shall be contained within the Development and shall not be permitted off-site.

15. Length of Stay.

- 15.1 <u>Patrons</u>. Developer shall not permit patrons to stay at the RV Park for more than one hundred twenty (120) consecutive days (the "**Maximum Stay Period**"). Any patron who stays for the Maximum Stay Period is required to adhere to a seven (7) day leave period before returning to stay at the RV Park (the "**Leave Period**").
- 15.2 <u>Employees</u>. Employees of the Owner, Development, or management company that runs the Development shall not be subject to Maximum Stay Period or Leave Period.
- 16. <u>Cabin Units, Park Models, and Tiny Homes.</u> The Development may have up to twentythree (23) cabin units, park models, or tiny homes (as those terms are defined under the City Code in effect as of the time of this Agreement) owned by the Owner or the Development. Patrons of the cabin units, park models, or tiny homes are subjected to the Maximum Stay

Period and Leave Period requirements, but the cabin units, park models, or tiny homes are not required to be relocated or moved from the Development.

- 17. **Landscaping**. All proposed landscaping shall be substantially installed prior to the granting of Occupancy and shall be in accordance with the approved Landscape Plans, dated May 15, 2020, by Berg Landscape Architects. The removal of existing trees and shrubs shall be directed by a licensed or certified arborist.
- 18. Lighting. All on-site lighting must follow quiet hours and be dark-sky compliant.
- 19. <u>Approval of Setbacks.</u> City hereby grants Owner and the Property the exception provided in Section 10-7F-2(B)(2) of the City Code to allow trailers, service buildings, or structures to be placed within seventy-five feet (75') but not closer than three feet (3') to the boundary line nearest to or adjoining Interstate 84. In exchange, Developer agrees to construct a barrier along the property line that borders the Interstate 84 right-of-way line. It is agreed that the fencing along the I-84 Right-of-Way line shall not be vinyl nor chain link fencing. The barrier shall consist of a cable fence in addition to an opaque masonry style fence along Interstate 84 right-of-way. A Rhinorock fence, which Developer understands is the fence used on the Sun Ray Subdivision and which is an opaque masonry coated fence, shall be acceptable.
- 20. <u>Signage</u>. All signs must comply with City Code. In addition, a "Sign, Animated", as defined in Section 10-9-3 of the City Code, may not be located within four hundred fifty feet (450') to the south of the northern entrance of the Development.

21. Successors and Assigns.

- 21.1 <u>Binding Effect</u>. This Agreement shall be binding upon the successors and assigns of the Parties. Owners acknowledge and agree that if the City is not paid in full in a timely fashion by Developer of all monies as stated in this Agreement, no future development will be permitted by City on the Property until full payment is made.
- 21.2 <u>Assignment</u>. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any unrelated third-party individual or entity without assigning the rights and responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.
- 22. Default. In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, including the terms set forth in the conditional use permit issued in connection herewith, and does not otherwise cure or comply within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:

- 22.1 All rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;
- 22.2 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and
- 22.3 The right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement, to the extent allowed by law, until such default is cured.
- 23. <u>Insolvency</u>. Insolvency, bankruptcy, or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action is unresolved for a period of one hundred eighty (180) days, shall be deemed to be a default by such Party under this Agreement.
- 24. <u>Court Costs and Attorneys' Fees</u>. In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.
- 25. <u>Notices</u>. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Owner:	F.M. Winkel Family, L.L.C. 3651 North 100 East #125 Provo, UT 84604
City:	South Weber City Attention: City Manager 1600 East South Weber Drive South Weber, UT 84405

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this section.

26. General Terms and Conditions.

26.1 <u>Amendments</u>. Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.

26.2 <u>Captions and Construction</u>. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the

others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as described herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

26.3 <u>Term of Agreement</u>. The term of this Agreement shall be for a period of ten (10) years following the date of its adoption.

26.4 <u>Agreement to Run with the Land</u>. This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

26.5 <u>Legal Representation</u>. Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement

26.6 <u>Non-Liability of City Officials</u>. No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

26.7 <u>Entire Agreement</u>. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

26.8 <u>No Third-Party Rights</u>. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

26.9 <u>Force Majeure</u>. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in

Development Agreement for Riverside RV Park in South Weber City

writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

26.10 <u>Waiver</u>. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

26.11 <u>Severability</u>. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

26.12 <u>Governing Law</u>. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

26.13 <u>Exhibits</u>. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

[Signature Pages Follow]

Development Agreement for Riverside RV Park in South Weber City

"Owner" **F.M. WINKEL FAMILY, L.L.C.**

By _____

Witness the hand of said grantors, this _____ day of _____, 2020.

F.M. Winkel Family, L.L.C.

- State of Utah)
 -) ss.
- County of Davis)

On this _____ day of ______, 2020, personally appeared before me,

, the signer of the foregoing instrument, who duly

acknowledged that he/she is the ______ of <u>F.M. Winkel Family, a Utah limited</u>

liability company and signed said document in behalf of said F.M. Winkel Family, L.L.C. by

Authority of its Bylaws or Resolution of its Board of Directors, and said

_____acknowledged to me said Limited Liability Company

executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC

Development Agreement for Riverside RV Park in South Weber City

"City" **SOUTH WEBER CITY**

By _____ David Larson, City Manager

Attest: Lisa Smith, City Recorder

State of Utah)) ss. County of Davis)

Subscribed and sworn to before me on this _____ day of _____, 2020, by David

Larson.

WITNESS my hand and official seal the day and year in this certificate first above written,

NOTARY PUBLIC

Exhibit A

Property located at 855 E. Cottonwood Dr, South Weber, UT 84405, and more particularly described as:

BOUNDARY DESCRIPTION

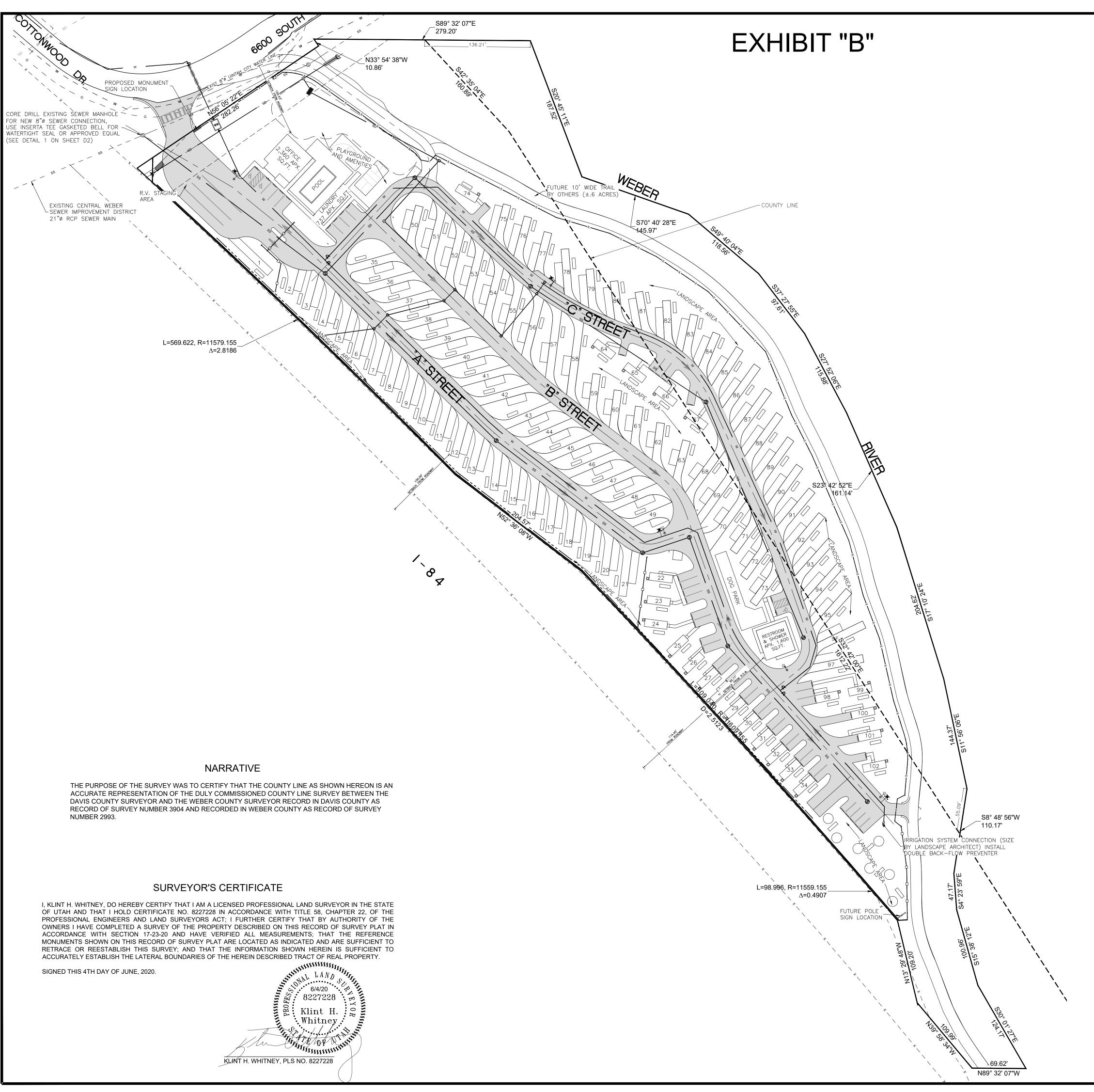
Parcel 1

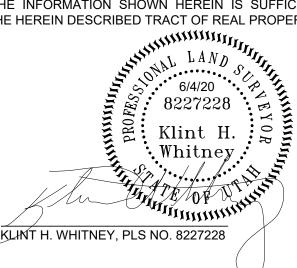
Beginning at the Northwest Corner of the Northeast Quarter of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian and running thence South 21°13'04" East 1138.34 feet (Southeasterly 1178 feet more or less per deed) to the Northeasterly line of US Highway 1-80 at a point 150 feet radially distance Northeasterly from the center line of West boundary lane; thence Northwesterly 513.06 feet (509 feet more or less per deed) along the arc of an 11,609.16 foot radius curve to the left to a point opposite engineers Station 172+00, (Note: tangent to said 11,609.16 radius curve at its point of beginning bears approximately North 41°09' West) (Delta is 2°31'56" and Long Chord bears North 42°29'30" West 513.02 feet); thence North 52°36'28" West 204.57 feet (North52°36' West per deed) to a point 120 feet radially distant Northeasterly from center line of said West boundary lane opposite engineers station 170+00; thence Northwesterly 552.83 feet (555 feet more or less per deed) along the arc of an 11,579.16 foot radius curve to the left, (Note: tangent to said 11,579.16 foot radius curve at its point of beginning bears North 44°40' West) (Delta is 2°44'08" and Long Chord bears North 46°02'34" West 552.77 feet); thence North 0°29'48" East 31.84 feet (North per deed) to a point 50 feet perpendicular distant Southeasterly from center line of a grade separation for 6600 South Street; thence North 56°26'00" East 258.00 feet, more or less, parallel with said centerline to a point opposite grade separation engineers station 37+28; thence North 33°34'00" West 3.50 feet (2.39 feet per deed) to the North line of the Northwest Quarter of said Section 28; thence South 89°30'12" East 281.70 feet (East 287.99 feet per deed) to the point of beginning.

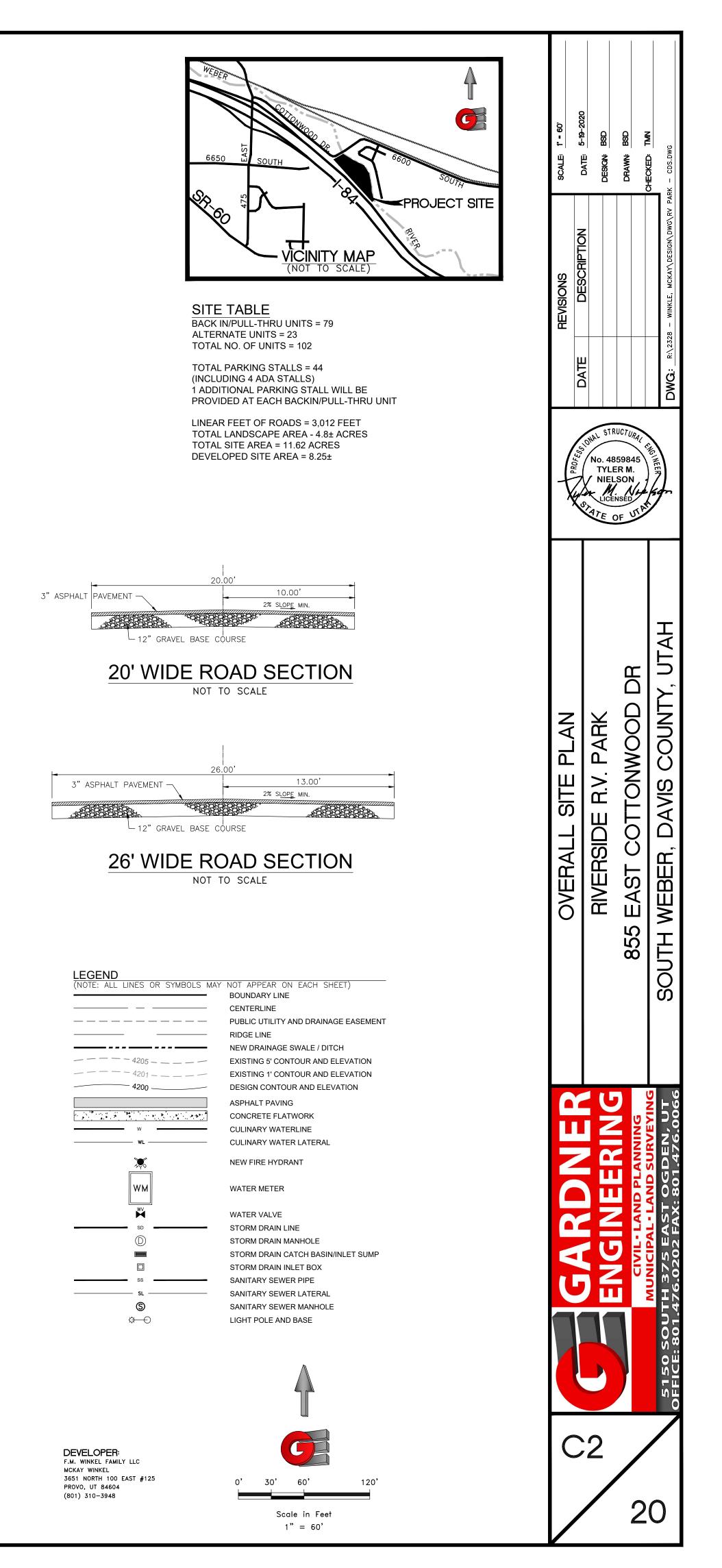
Contains 312,842 square feet or 7.18 acres.

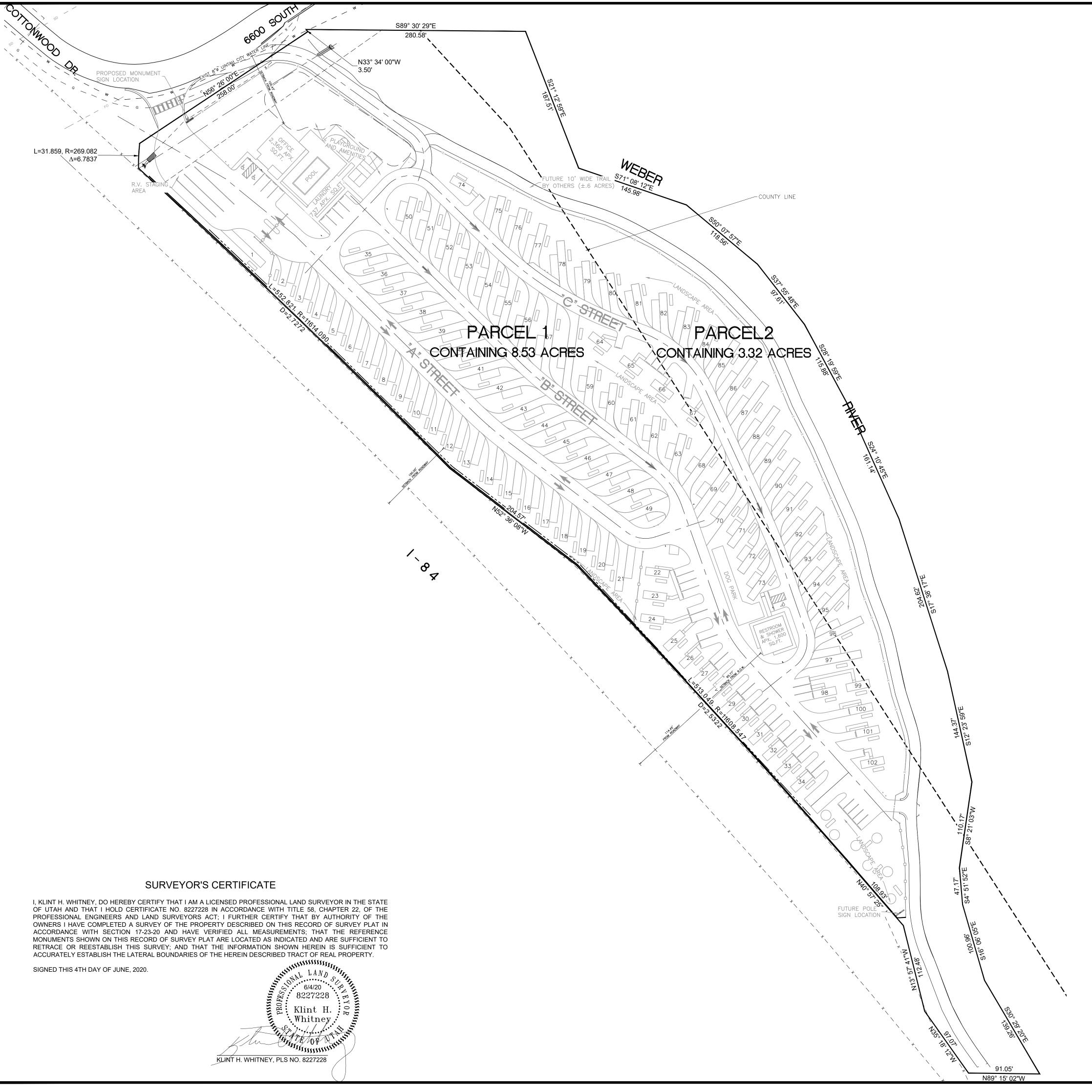
Parcel 2

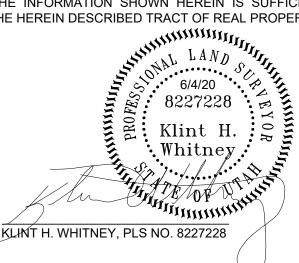
Beginning at a point on the center line of the Weber River, said point being South 21°13'04" East 187.52 feet from the North Quarter Corner of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian and following a course Southeasterly along the center line of said river South 71°08'21" East 145.97 feet; thence South 50°07'57" East 118.56 feet; thence South 37°55'48" East 97.61 feet; thence South 28°19'59" East 115.88 feet; thence South 24°10'45" East 161.14 feet; thence South 17°38'17" East 204.62 feet; thence South 12°23'59" East 144.37 feet; thence South 8°21'03" West 110.17 feet; thence South 4°51'52" East 47.17 feet; thence South 16°06'05" East 100.96 feet; thence South 30°29'20" East 139.26 feet (124.17 feet per deed) to the South line of said Northwest Quarter of the Northeast Quarter; thence North 89°15'02" West along said Section line 91.05 feet (West 86.73 feet per deed) to the Northeast line of US Highway I-80; thence along said Northeast line North 35°18'12" West 97.07 feet (95.96 feet per deed); thence North 13°57'41" West 112.48 feet; thence Northwesterly along a 11,609.16 foot radius curve to the left 108.93 feet (99 feet more or less per deed) (Delta is 0°32'15" and Long Chord bears North 40°57'25" West 108.93 feet) to a point South 21°13'04" East 1138.34 feet from the North Quarter of said Section 28; thence North 21°13'04" West 950.82 feet to the point of beginning. Contains 203,641 square feet or 4.67 acres.

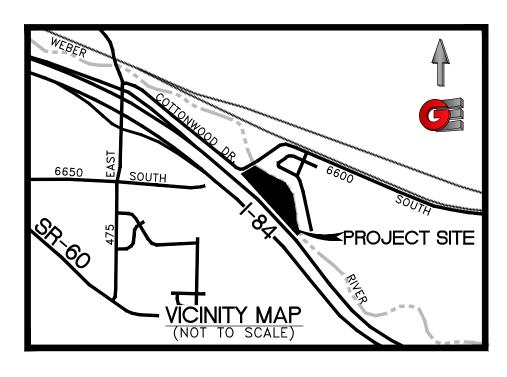








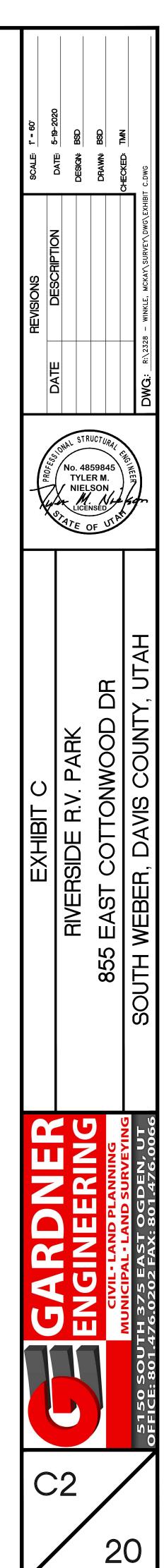




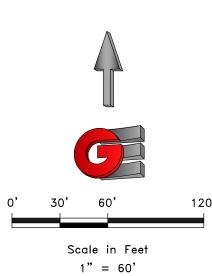
SITE TABLE BACK IN/PULL-THRU UNITS = 79 ALTERNATE UNITS = 23 TOTAL NO. OF UNITS = 102

TOTAL PARKING STALLS = 44 (INCLUDING 4 ADA STALLS) 1 ADDITIONAL PARKING STALL WILL BE PROVIDED AT EACH BACKIN/PULL-THRU UNIT

LINEAR FEET OF ROADS = 3,012 FEET TOTAL LANDSCAPE AREA - 4.8± ACRES TOTAL SITE AREA = 11.62 ACRES DEVELOPED SITE AREA = 8.25±



DEVELOPER: F.M. WINKEL FAMILY LLC MCKAY WINKEL 3651 NORTH 100 EAST #125 PROVO, UT 84604 (801) 310-3948



RIVERSIDE R.V. PARK CONSTRUCTION DOCUMENTS

TRAFFIC CONTROL & SAFETY NOTES

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 CITY STANDARD DRAWING, AND SHALL BE APPROVED BY THE CITY 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.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.

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 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.

SANITARY SEWER GENERAL NOTES

- 1. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN CONFORMANCE WITH CENTRAL WEBER SEWER IMPROVEMENT DISTRICT (CWSID) STANDARDS AND SPECIFICATIONS.
- 2. ALL GRAVITY SANITARY SEWER LINES SHALL BE SDR-35 PVC MATERIAL. SEWER LINE CONSTRUCTION AND MATERIALS SHALL CONFORM TO ASTM STANDARDS AND SPECIFICATIONS.
- 3. DISTANCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT.
- 4. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS, GROUT AND STEEL SHIMS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS. ALL FRAMES SHALL BE ADJUSTED TO FINAL GRADE.
- 5. COMPACTION TESTING OF ALL TRENCHES WITH THE PROJECT SITE MUST BE ATTAINED AND RESULTS SUBMITTED TO THE OWNER/ENGINEER PRIOR TO FINAL ACCEPTANCE.
- 6. CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING STRUCTURES AND IMPROVEMENTS DURING INSTALLATION OF SANITARY SEWER LINE.
- 7. WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER/ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.
- 8. CAMERA TESTING AND PRESSURE TESTING PER CWSID STANDARD.
- 9. ALL MANHOLE FRAME AND COVERS TO BE WATERTIGHT

SWPPP GENERAL NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY THE CITY AND STATE.

2. ALL STRUCTURAL EROSION MEASURES SHALL BE INSTALLED AS SHOWN ON THE SWPP PLAN, PRIOR TO ANY OTHER GROUND-DISTURBING ACTIVITY. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR, UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.



SOUTH WEBER, DAVIS COUNTY, UTAH

GENERAL NOTES

- 1. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION OF SITE IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH BY THE CITY ENGINEER, PLANNING, CODES AND SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY.
- 2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND OR ELEVATION 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 UPON 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 THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE DESIGNATED PUBLIC WORKS INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY, OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS.
- 4. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE CITY AND ALL UTILITY COMPANIES INVOLVED WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH A MINIMUM DISRUPTION OF SERVICE.
- 5. THE CONTRACTOR SHALL HAVE ONE (1) COPY OF APPROVED PLANS, AND ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON SITE AT ALL TIMES.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
- 7. IF DURING THE CONSTRUCTION PROCESS CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES, WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
- 8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED AND RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT DRAWINGS ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE, AND AVAILABLE TO THE CITY INSPECTOR AT ALL TIMES.
- 11. THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS. IN GENERAL, STORM SEWER AND SANITARY SEWER SHOULD BE CONSTRUCTED PRIOR TO INSTALLATION OF WATER LINES AND DRY UTILITIES.
- 12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL UTILITY RELOCATIONS CONSISTENT WITH THE CONTRACTORS SCHEDULE FOR THIS PROJECT, WHETHER SHOWN OR NOT SHOWN AS IT RELATES TO THE CONSTRUCTION ACTIVITIES CONTEMPLATED IN THESE PLANS.

STORM SEWER GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING: A)OBTAIN ALL REQUIRED PERMITS FROM THE CITY OR REGULATORY AGENCIES, INCLUDING PERMITS TO WORK IN THE RIGHT-OF-WAY. B)RESTORATION OF EXISTING IMPROVEMENTS INCLUDING BUT NOT LIMITED TO FENCES, SOD, LANDSCAPING, PAVEMENT, SPRINKLER SYSTEM
- C) VERIFICATION AND PROTECTION OF ALL EXISTING IMPROVEMENTS WITHIN THE LIMITS OF CONSTRUCTION. D)PROVIDING AS-BUILT DRAWINGS TO THE CITY AND THE ENGINEER.
- E) ALL PERMITTING, DEVELOPMENT, LOCATION, CONNECTION AND INSPECTION AND SCHEDULING FOR SUCH.
- 2. ALL STORM SEWER CONNECTIONS SHALL BE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS.
- 3. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS, GROUT, AND STEEL SHIMS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS AND PLANS. ALL FRAMES SHALL BE ADJUSTED TO FINAL GRADE PRIOR TO PLACEMENT OF ASPHALT PAVING.
- 4. COMPACTION OF ALL TRENCHES WITHIN THE PROJECT SITE MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE ENGINEER AND THE CITY PRIOR TO FINAL ACCEPTANCE.
- 5. ALL STORM DRAIN PIPES IN THE CITY RIGHT-OF-WAY SHALL BE RCP CL III.
- 6. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING LIDS. STORM SEWER MANHOLE LIDS SHALL BE LABELED "STORM DRAIN".
- 7. WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER/ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.

DEVELOPMENT NOTES

- 1. A FEMA Elevation Certificate will be required prior to occupancy of any permanent structure in order to remove the structure from the FEMA flood zone.
- 2. Whereas there are no irrigation companies that show the subject property in their service boundaries, and extending service to the property is not feasible, South Weber City is allowing culinary water to be used for outdoor purposes. The use of the water will be charged in accordance with the City's adopted water rates. All irrigation connections must be constructed in accordance with City and State drinking water requirements. If the Owner is able to find another source of water for irrigation purposes at a later date, the Owner will need to work with the City to disconnect irrigation connections in accordance with City and State drinking water requirements.
- 3. A Stream Alteration Permit from the State is required for any qualifying activity along the Weber River.
- 4. Escrow will be required for all improvements, plus a 15% contingency and a 10% guarantee on all improvements. The escrow must be set up before construction can begin. No portion of the escrow will be released until the easement for the said utility has been recorded.
- 5. A trail easement dedicated to Weber Pathways will be required. The width of the easement, cross section and material of the trail must match other existing trail sections.
- 6. The sanitary sewer will be privately owned and maintained by the Owner.
- 7. The City will be responsible for the water meter and vault, all 8" water mains, and fire hydrants. The Owner will be responsible for all services (drinking water and irrigation) starting at the corp stop.
- 8. The storm drain system will be privately owned and maintained by the Owner and is connected to UDOT's drainage system that ultimately drains into the Weber River. The Owner must comply with all requirements of UDOT and the State relating to this drainage, including storm water pollution prevention and the Clean Water

9. All on-site parking will be in designated parking areas. Parking on roadways is not be permitted.

- 5% WITHIN 10 FEET FROM THE BUILDING.

- OBTAIN A WATER METER.

- PERMISSION FROM SOUTH WEBER CITY.
- PAVING.
- POLY WRAPPED.

GENERAL GRADING NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST APWA STANDARDS AND SPECIFICATION FOR PUBLIC WORKS AND THE CITY STANDARDS. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATIONS AND ENTRIES. FINISHED GRADE AT FOUNDATION FOR WOOD FRAMED STRUCTURES SHALL BE 8 INCHES BELOW TOP OF FOUNDATION AND DRAINAGE SHALL BE A MINIMUM OF

2. MAXIMUM SLOPES SHALL BE 3:1 FOR CUT AND FILL UNLESS OTHERWISE NOTED.

3. COMPACTION REQUIREMENTS AND TESTING SHALL BE PERFORMED TO MEET THE CITY STANDARDS.

4. NO FILL SHALL BE PLACED UNTIL VEGETATION HAS BEEN REMOVED AND SUB-GRADE PREPARED PER THE SOILS REPORT

5. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.

6. CONTRACTOR SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN BY INSTALLING BMP'S PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES. CONTACT THE CITY INSPECTOR FOR INSPECTION.

7. ALL RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ALL SUBSEQUENT REPORTS. ADDENDUM ETC. SHALL BE CONSIDERED A PART OF THIS GRADING PLAN AND SHALL BE COMPLIED WITH.

8. THE CONTRACTOR SHALL CONTACT BLUE STAKES FOR LOCATION MARKING PRIOR TO COMMENCING EXCAVATION ACTIVITIES.

9. CITY MAY REQUIRE A PRE-CONSTRUCTION MEETING BEFORE A PERMIT IS ISSUED.

10. STREETS ADJACENT TO THE PROJECT SHALL BE CLEAN AT ALL TIMES.

11. CONTRACTOR IS RESPONSIBLE FOR ARRANGING FOR ALL REQUIRED INSPECTIONS.

12. PRIOR TO TAKING WATER FROM A CITY FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE WATER UTILITY TO

CULINARY WATER GENERAL NOTES

1. ALL INSTALLATION AND MATERIALS SHALL CONFORM TO SOUTH WEBER CITY STANDARDS, SPECIFICATIONS AND PLANS

2. THRUST BLOCKING IS REQUIRED AT ALL BENDS AND FITTINGS. TIE RODS SHALL BE USED AT ALL BENDS AND FITTINGS WHERE THRUST BLOCKS DO NOT BEAR AGAINST UNDISTURBED SOIL

3. ALL WATERLINES AT SEWER CROSSINGS SHALL BE LOCATED ABOVE AND HAVE AN 18-INCH VERTICAL SEPARATION FROM THE SEWER PIP IF THIS IS NOT PROVIDED, THE WATERLINE SHALL BE INSTALLED WITH 20 L.F. OF CONCRETE CASING CENTERED OVER THE SEWER PIPE.

4. DISINFECTION TESTS SHALL BE PERFORMED BY SOUTH WEBER CITY WITH COOPERATION FROM THE CONTRACTOR IN PERFORMING ANY NECESSARY EXCAVATION AND SUBSEQUENT BACKFILLING AT NO COST TO THE CITY.

5. CHLORINATION OF COMPLETED WATER LINE. THE NEW WATER LINES SHALL BE DISINFECTED BY CHLORINATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL RELATED COSTS AND FEES RELATED TO THE CHLORINATION OF THE COMPLETED WATER LINE. THIS TEST SHALL BE PERFORMED PRIOR TO CONNECTION OF THE NEW WATER LINES TO THE EXISTING WATER SYSTEM. THE CONTRACTOR SHALL NOTIFY SOUTH WEBER CITY AT LEAST 24 HOURS BEFORE THE CHLORINATION IS DESIRED.

6. A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET SHALL BE MAINTAINED FROM SANITARY SEWER MAINS

7. UNLESS OTHERWISE SPECIFIED, ALL WATERLINES SHALL BE AWWA C900 PVC CLASS 150, PER ASTM D2241.

8. CONTRACTOR SHALL LOCATE VALVES PRIOR TO CONNECTION WITH EXISTING SYSTEM, BUT SHALL NOT OPERATE ANY VALVE WITHOUT

9. ALL WATER MAINS, VALVES, FIRE HYDRANTS, SERVICES AND APPURTENANCES SHALL BE INSTALLED, TESTED, AND APPROVED PRIOR TO

10. THERE SHALL BE A WATER SUPPLY TO THE DEVELOPMENT BEFORE ANY WOOD CONSTRUCTION STARTS.

11. SOUTH WEBER CITY REQUIRES THE USE OF CORROSION RESISTANT MATERIALS FOR ALL CULINARY WATER IMPROVEMENTS. SPECIFICALLY, ROMAC BLUE BOLTS OR STAINLESS STEEL BOLTS MUST BE USED ON ALL FITTINGS. FURTHER, ALL METAL FITTINGS SHALL BE

SHEET INDEX
COVER SHEET
C1 - EXISTING SITE CONDITIONS
C2 – OVERALL SITE PLAN
C3 – ENLARGED SITE PLAN
C4 – ENLARGED SITE PLAN
C5 – OVERALL SITE GRADING PLAN
C6 — ENLARGED GRADING PLAN
C7 — ENLARGED GRADING PLAN
PP1 – A STREET – PLAN AND PROFILE
PP2 – A STREET – PLAN AND PROFILE
PP3 – B STREET – PLAN AND PROFILE
PP4 – B STREET – PLAN AND PROFILE
PP5 – C STREET – PLAN AND PROFILE
PP6 – C STREET – PLAN AND PROFILE
PP7 – STORM DRAIN – PLAN AND PROFILE
D1 – TYPICAL SITE DETAILS
D2 – TYPICAL SITE DETAILS
D3 – TYPICAL UTILITY DETAILS
D4 – DETENTION POND AND DETAILS
SWP – STORM WATER POLLUTION PREVENTION PLAN

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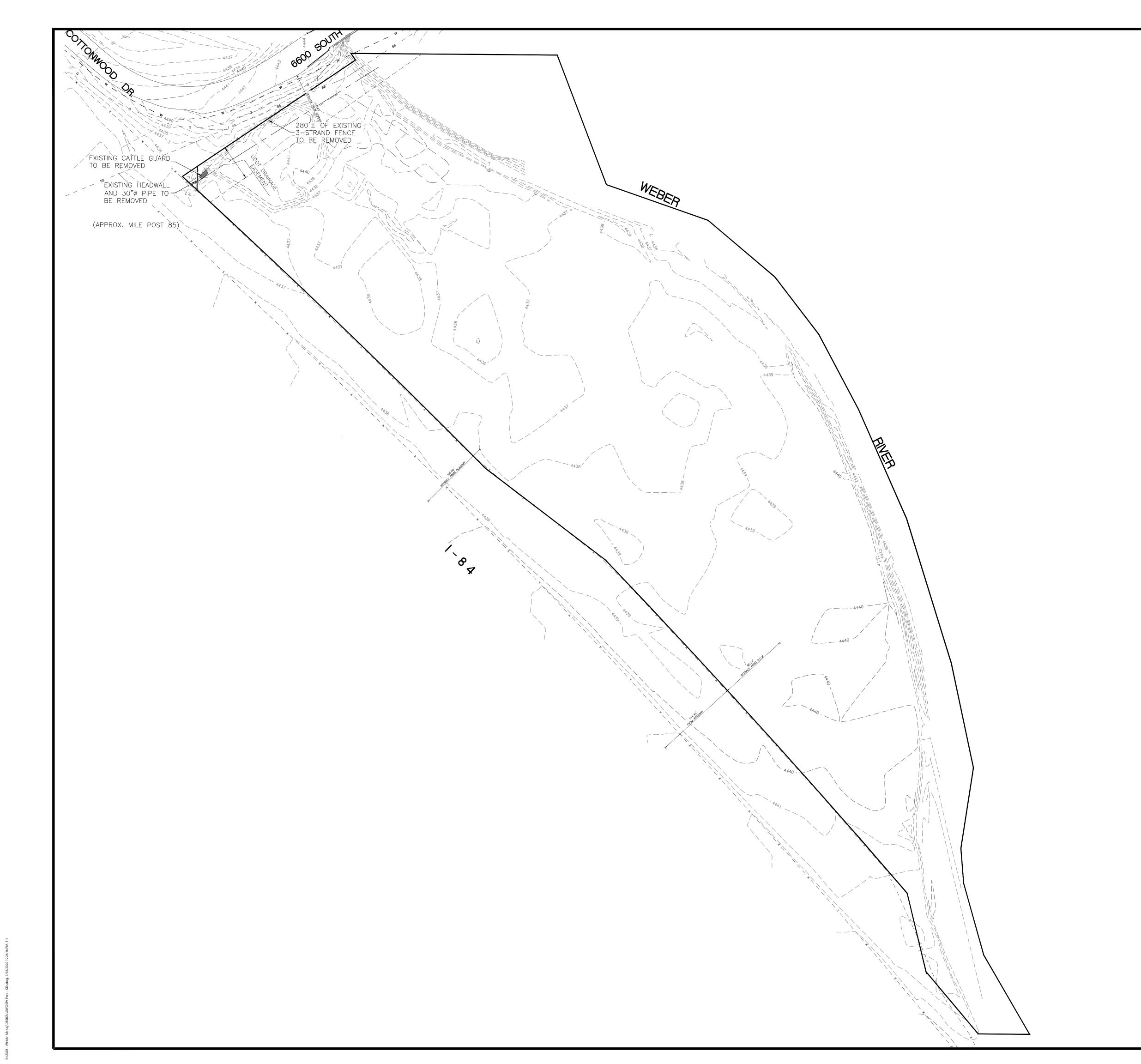
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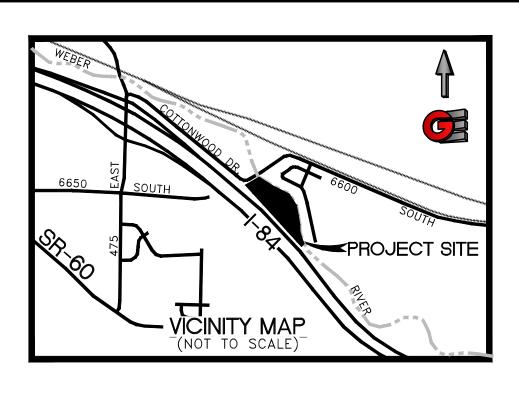
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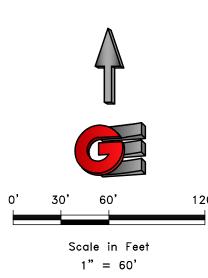
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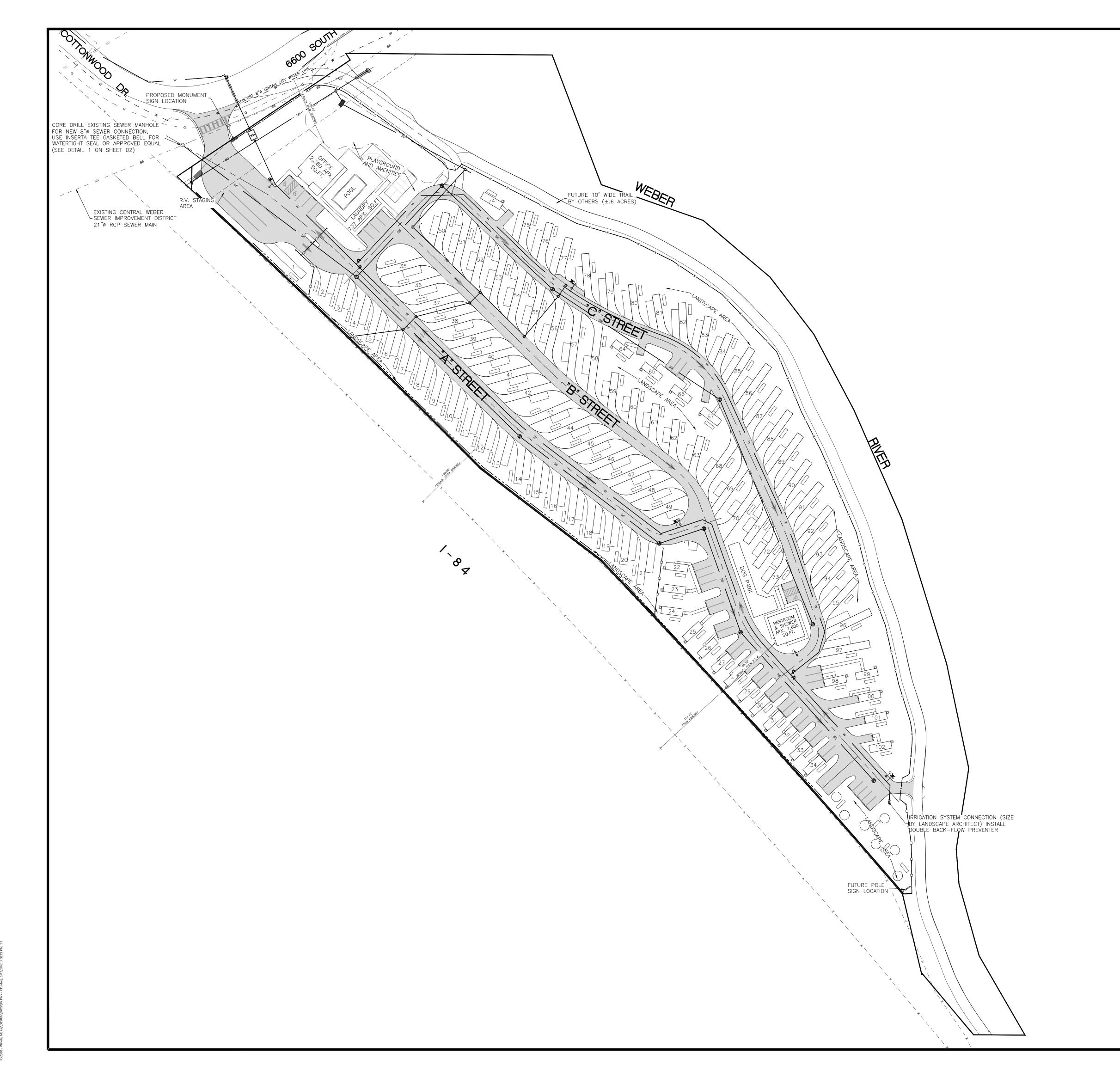


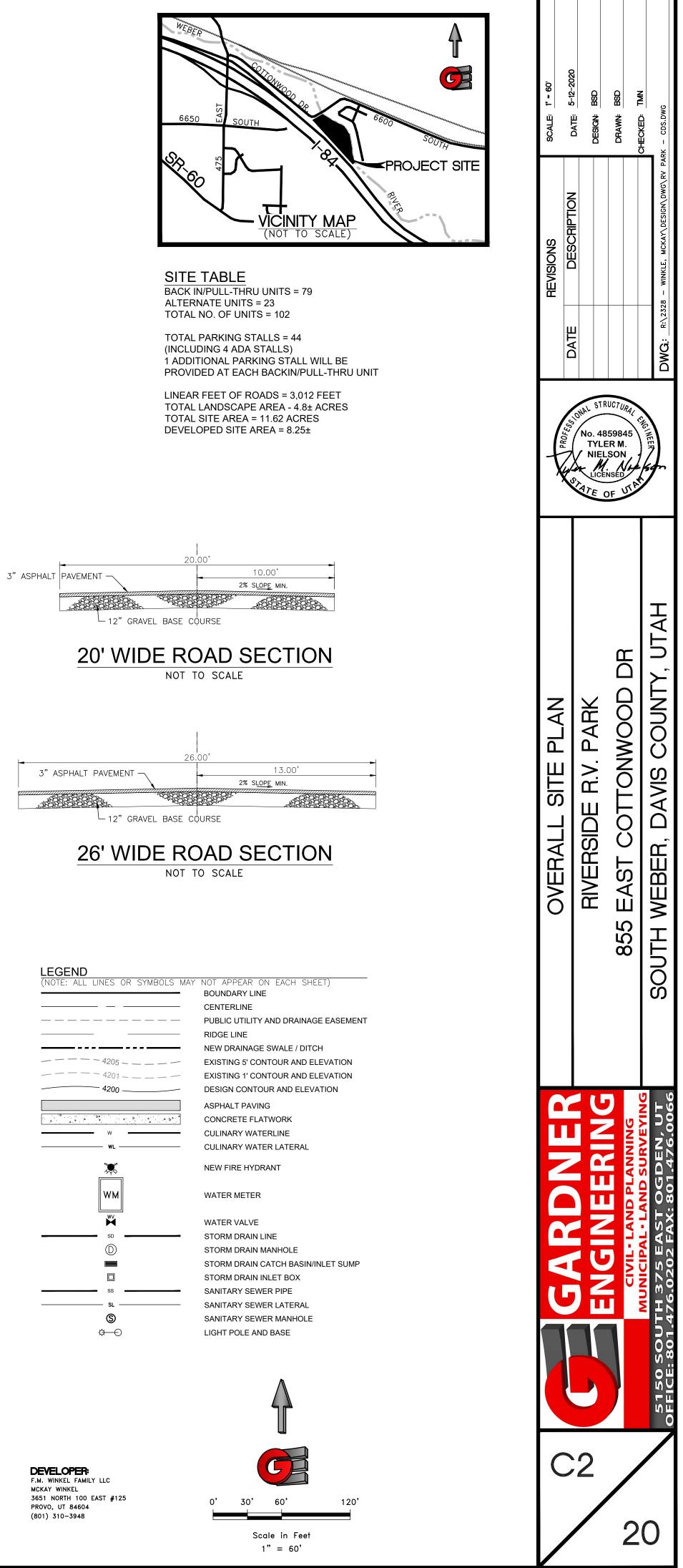


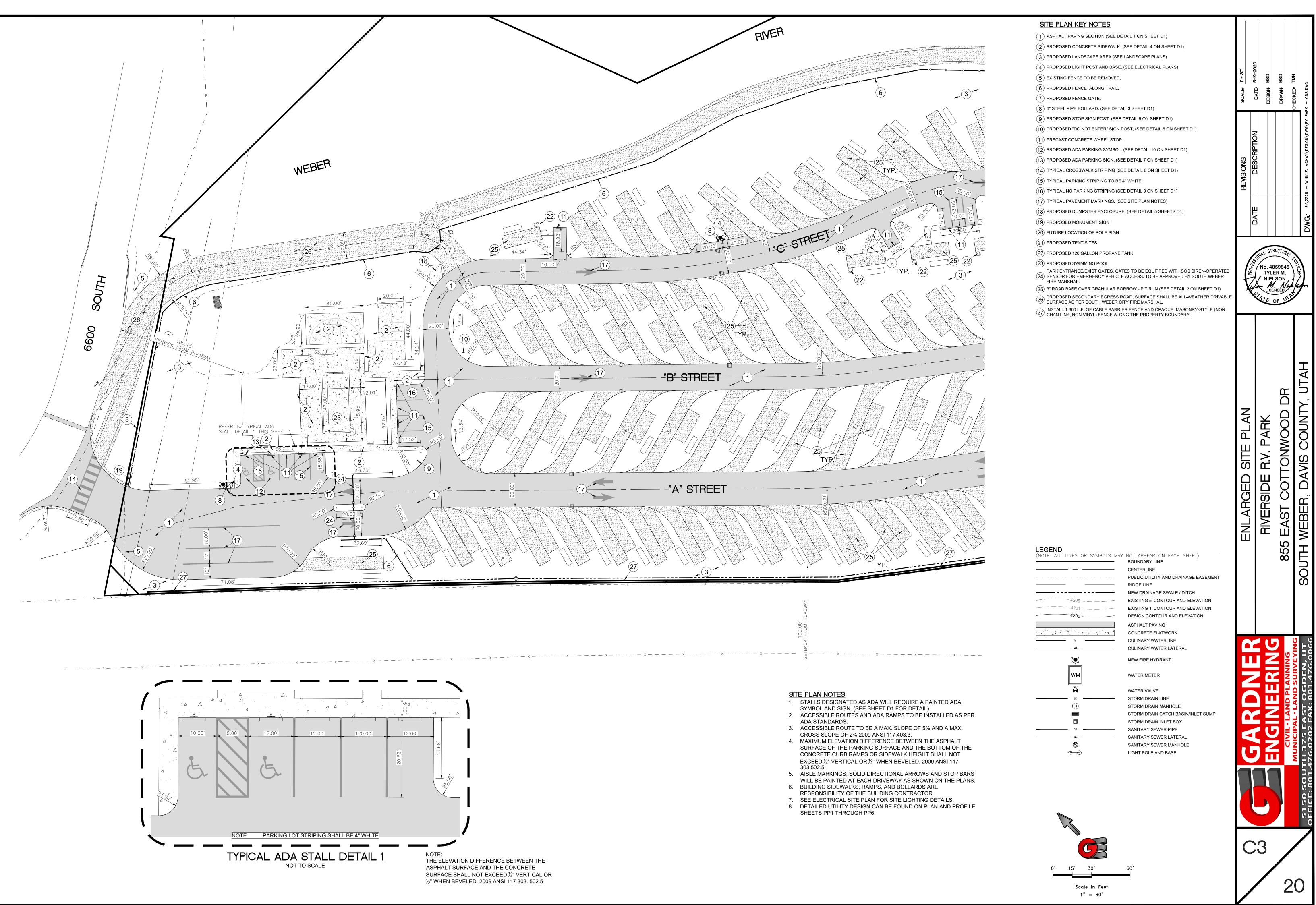


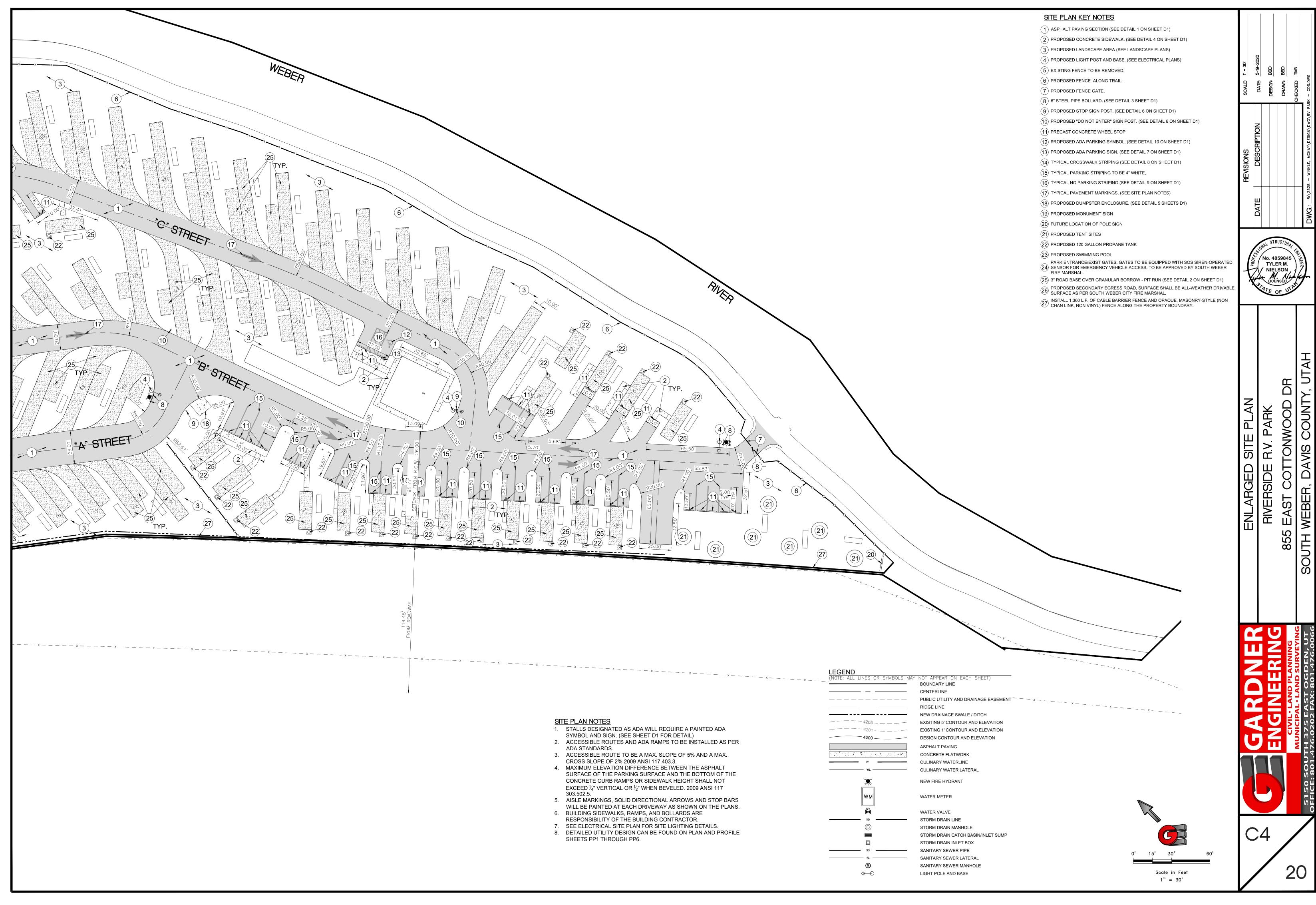
DEVELOPER: F.M. WINKEL FAMILY LLC MCKAY WINKEL 3651 NORTH 100 EAST #125 PROVO, UT 84604 (801) 310-3948













GENERAL GRADING NOTES:

Refer to proposed road plan and profiles on sheets PP1 - PP6.

All work shall be in accordance with South Weber Public Works Standard. 3. Cut slopes shall be no steeper than 2 horizontal to 1 vertical.

4. Fill slopes shall be no steeper than 2 horizontal to 1 vertical.

5. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by the geotechnical engineer.

6. Areas to receive fill shall be properly prepared and approved by the City inspector and geotechnical Engineer prior to

placing fill.

7. Fills shall be benched into competent material as per specifications and geotechnical report. 8. All trench backfill shall be tested and certified by the site geotechnical engineer per the grading code.

9. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.

10. The final compaction report and certification from the geotechnical engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.

11. Dust shall be controlled by watering.

12. The location and protection of all utilities is the responsibility of the permittee.

Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading project. (See SWPPP plans - sheet CSW101)

14. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the city engineer.

15. The site shall be cleared and grubbed of a all vegetation and deleterious matter prior to grading.

16. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.

Aggregate base shall be compacted per the geotechnical report prepared for the project.

18. Elevations shown on this plan are finish grades. Rough grades are the subgrades of the improvements shown hereon. 19. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions. 20. Accessible route to be a max. slope of 5% and a max. cross slope of 2% 2009 ANSI 117.403.3.

21. Maximum elevation difference between the asphalt surface of the parking surface and the bottom of the concrete curb ramps or sidewalk height shall not exceed $\frac{1}{4}$ " vertical or $\frac{1}{2}$ " when beveled. 2009 ANSI 117 303.502.5.

_____ RIDGE LINE _____ NEW DRAINAGE SWALE / DITCH ____4201 _ _ _ _ _ 4200 — — SI S ф

DEVELOPER: F.M. WINKEL FAMILY LLC MCKAY WINKEL 3651 NORTH 100 EAST #125 PROVO, UT 84604 (801) 310-3948

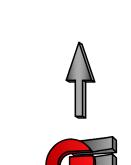
NOTE: ALL LINES OR SYMBOLS MAY NOT APPEAR ON EACH SHEET) BOUNDARY LINE CENTERLINE ----- PUBLIC UTILITY AND DRAINAGE EASEMENT _____ EXISTING 5' CONTOUR AND ELEVATION EXISTING 1' CONTOUR AND ELEVATION

DESIGN CONTOUR AND ELEVATION ASPHALT PAVING CONCRETE FLATWORK CULINARY WATERLINE CULINARY WATER LATERAL

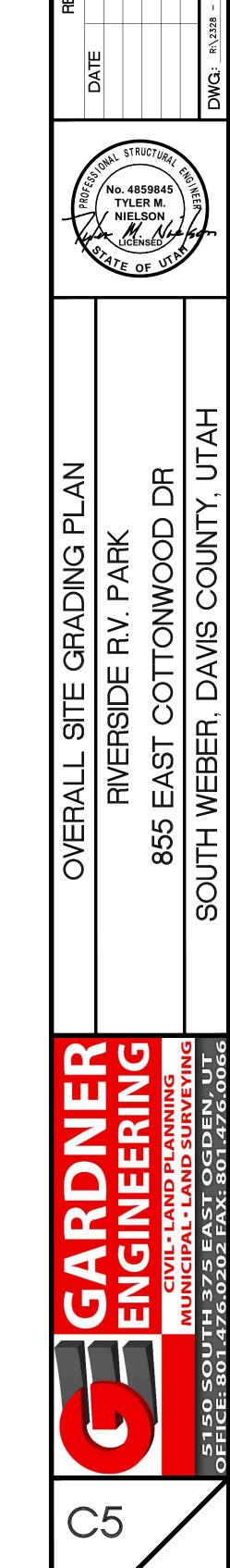
NEW FIRE HYDRANT

WATER METER

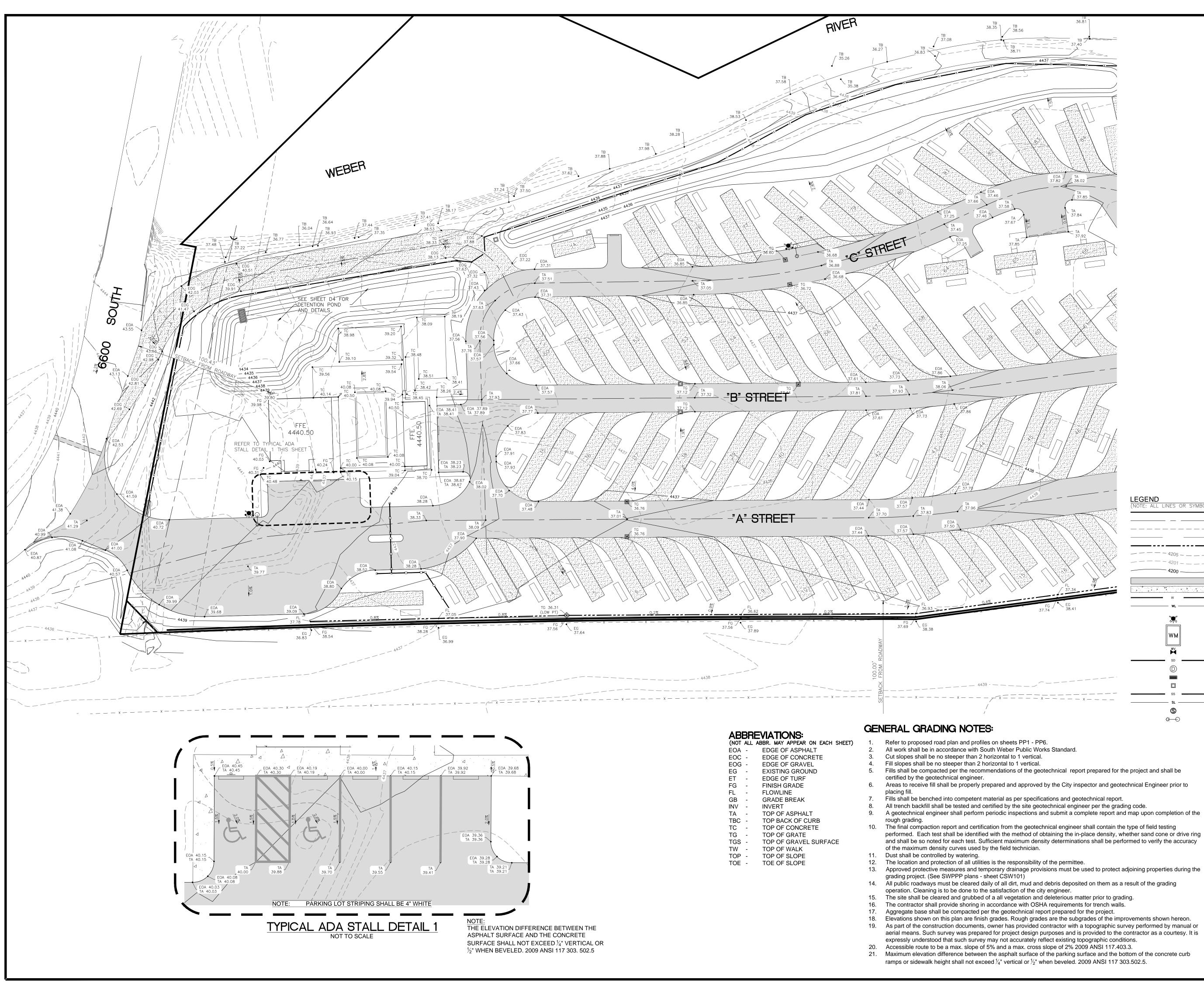
WATER VALVE STORM DRAIN LINE STORM DRAIN MANHOLE STORM DRAIN CATCH BASIN/INLET SUMP STORM DRAIN INLET BOX SANITARY SEWER PIPE SANITARY SEWER LATERAL SANITARY SEWER MANHOLE LIGHT POLE AND BASE



Scale in Feet 1" = 60'



20



LEGEND	
(NOTE: ALL LINES OR SYMBOLS MAY	NOT APPEAR ON EACH SHEET)
	BOUNDARY LINE
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	RIDGE LINE
	NEW DRAINAGE SWALE / DITCH
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4201	EXISTING 1' CONTOUR AND ELEVA
4200	DESIGN CONTOUR AND ELEVATION
	ASPHALT PAVING
рана (р. 1997) 1997 — Алариана (р. 1997) 19	CONCRETE FLATWORK
	CULINARY WATERLINE
WL	CULINARY WATER LATERAL
×	NEW FIRE HYDRANT
₩М	WATER METER
×	WATER VALVE

PUBLIC UTILITY AND DRAINAGE EASEMENT

EXISTING 5' CONTOUR AND ELEVATION

EXISTING 1' CONTOUR AND ELEVATION

STORM DRAIN CATCH BASIN/INLET SUMP

DESIGN CONTOUR AND ELEVATION

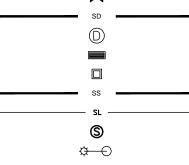
WATER VALVE STORM DRAIN LINE STORM DRAIN MANHOLE

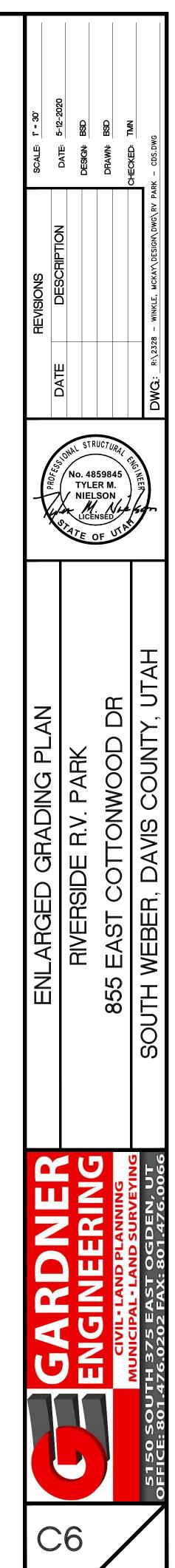
STORM DRAIN INLET BOX

SANITARY SEWER LATERAL SANITARY SEWER MANHOLE

SANITARY SEWER PIPE

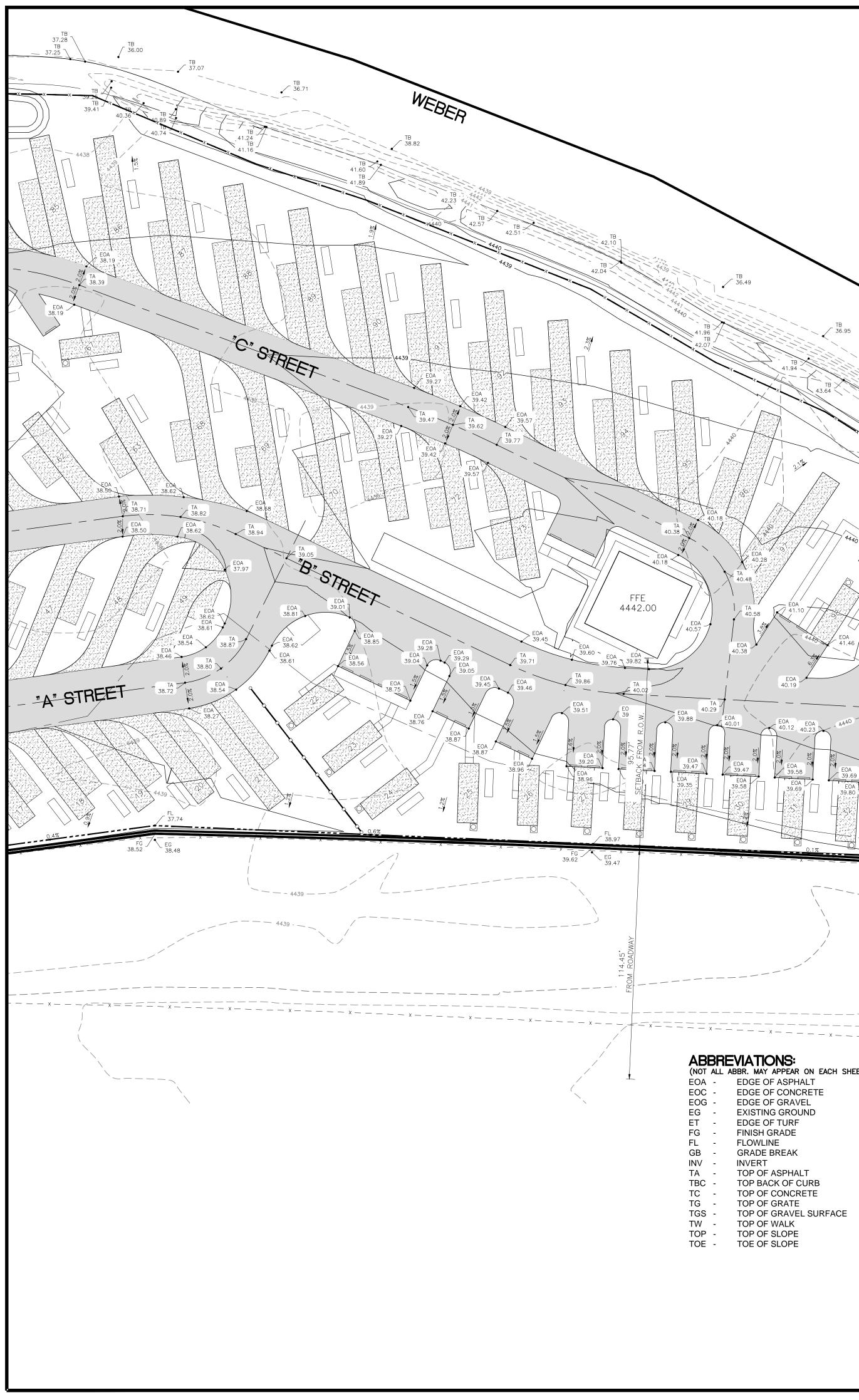
LIGHT POLE AND BASE





Scale in Feet 1" = 30'

20



-GENERAL GRADING NOTES:-

11. Dust shall be controlled by watering.

40.27

Refer to proposed road plan and profiles on sheets PP1 - PP6.

∖_ EG 40.88

- All work shall be in accordance with South Weber Public Works Standard.
- Cut slopes shall be no steeper than 2 horizontal to 1 vertical.
- Fill slopes shall be no steeper than 2 horizontal to 1 vertical.

of the maximum density curves used by the field technician.

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- certified by the geotechnical engineer.

PIVER

- 6. Areas to receive fill shall be properly prepared and approved by the City inspector and geotechnical Engineer prior to
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and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy

10. The final compaction report and certification from the geotechnical engineer shall contain the type of field testing

INV -INVERT

FLOWLINE

- TA -TOP OF ASPHALT TBC TOP BACK OF CURB
- TOP OF CONCRETE TC -
- TG -TOP OF GRATE
- TGS -TOP OF GRAVEL SURFACE TW -TOP OF WALK

EDGE OF ASPHALT

EDGE OF CONCRETE

EDGE OF GRAVEL

EXISTING GROUND

EDGE OF TURF

FINISH GRADE

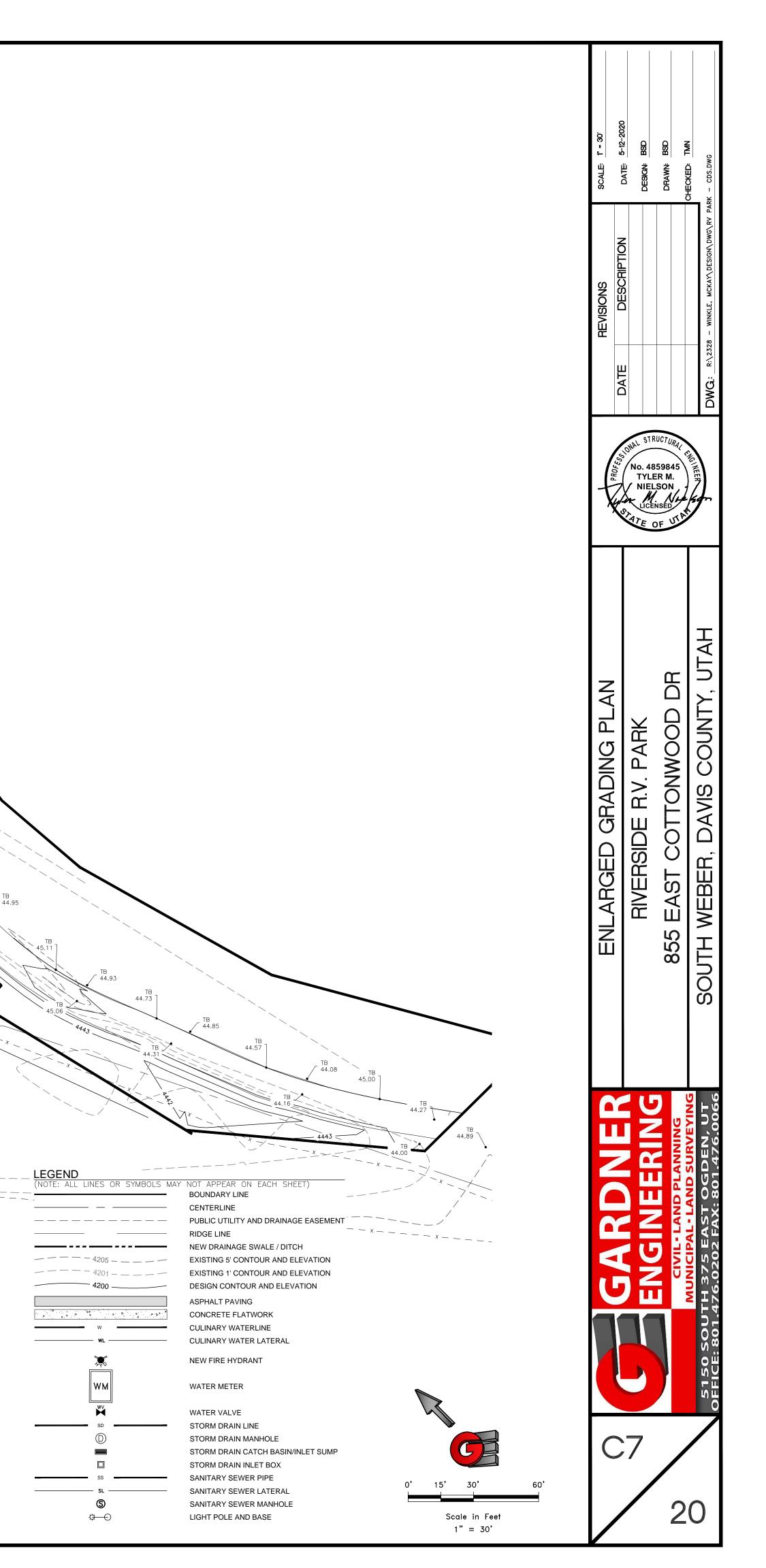
GRADE BREAK

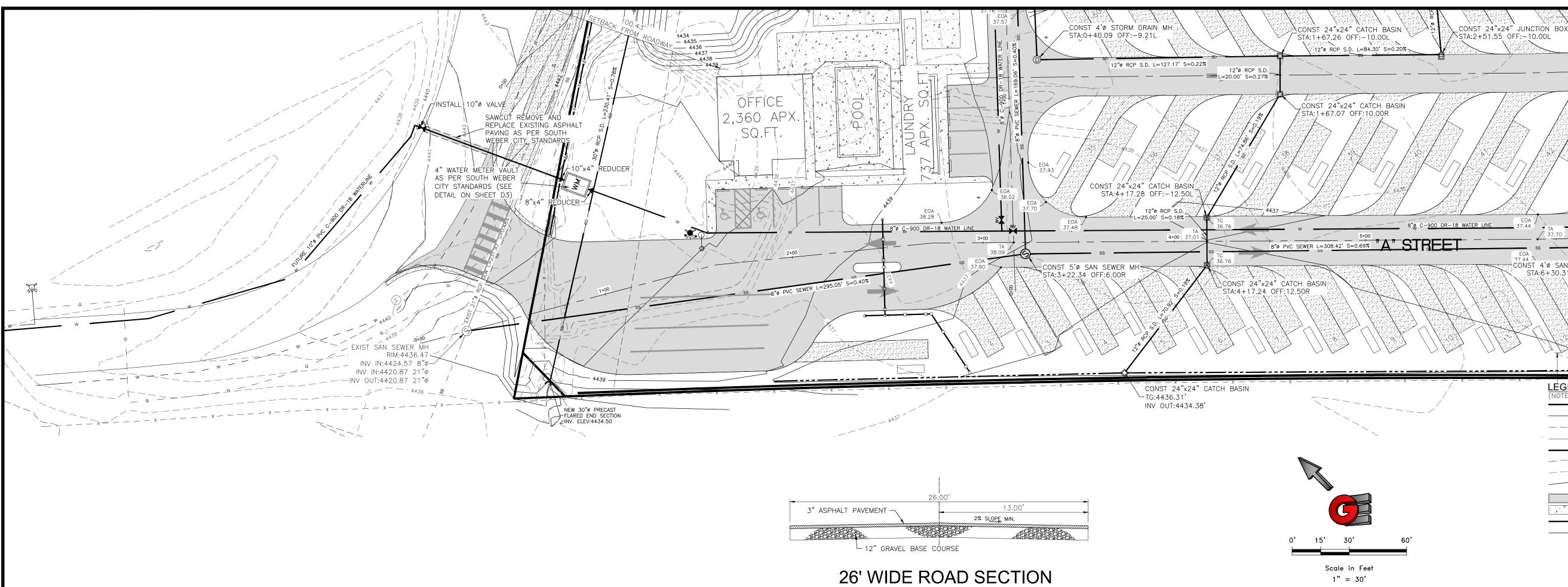
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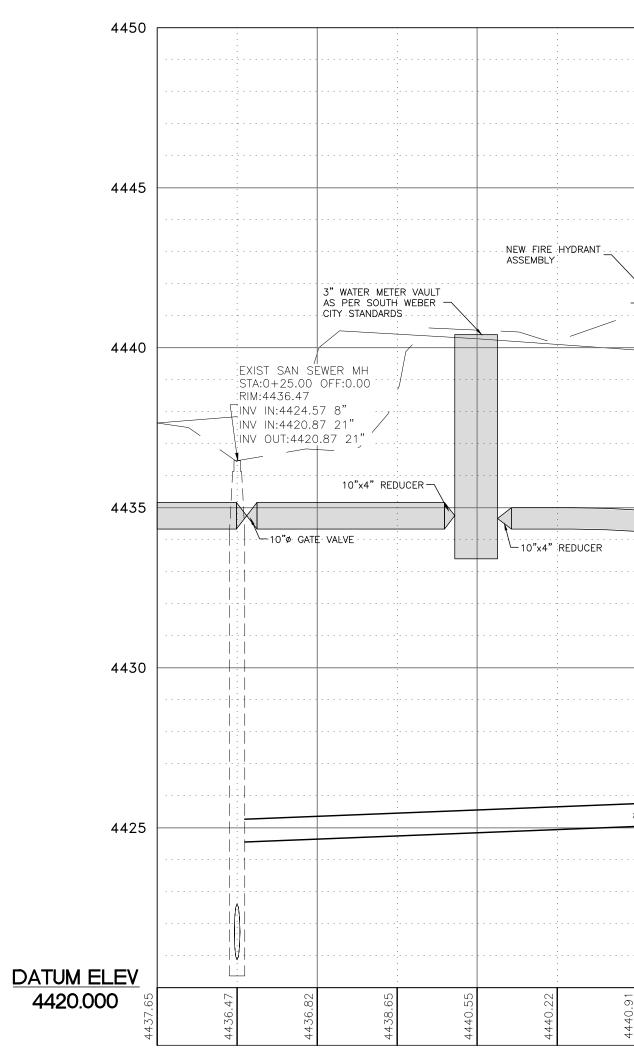
- TOP TOP OF SLOPE
- TOE TOE OF SLOPE
- grading project. (See SWPPP plans sheet CSW101) 14. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading
- operation. Cleaning is to be done to the satisfaction of the city engineer.

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- 20. Accessible route to be a max. slope of 5% and a max. cross slope of 2% 2009 ANSI 117.403.3. 21. Maximum elevation difference between the asphalt surface of the parking surface and the bottom of the concrete curb ramps or sidewalk height shall not exceed $\frac{1}{4}$ " vertical or $\frac{1}{2}$ " when beveled. 2009 ANSI 117 303.502.5.







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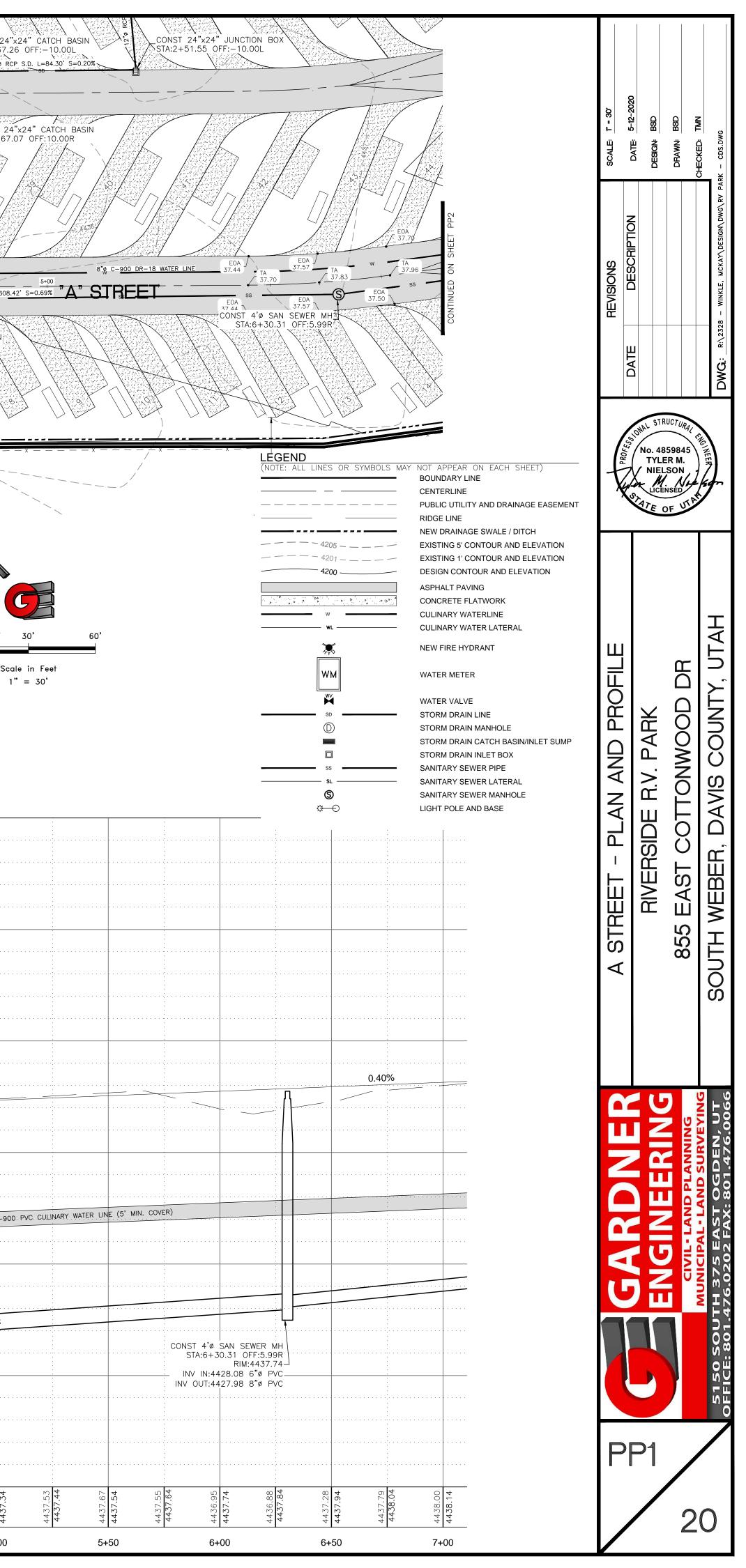
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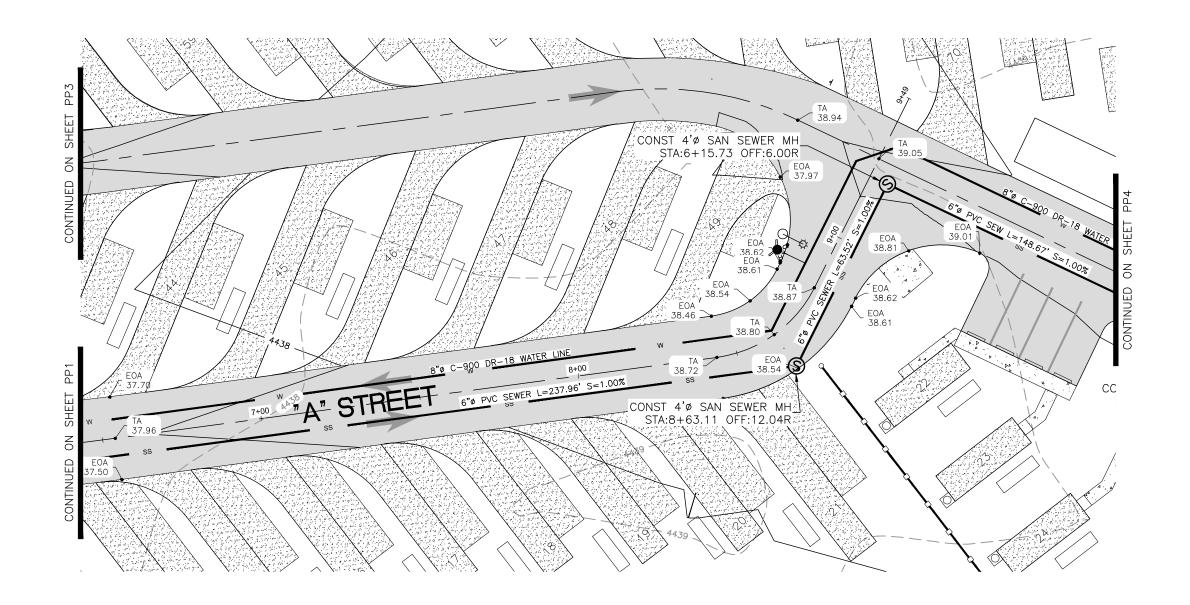
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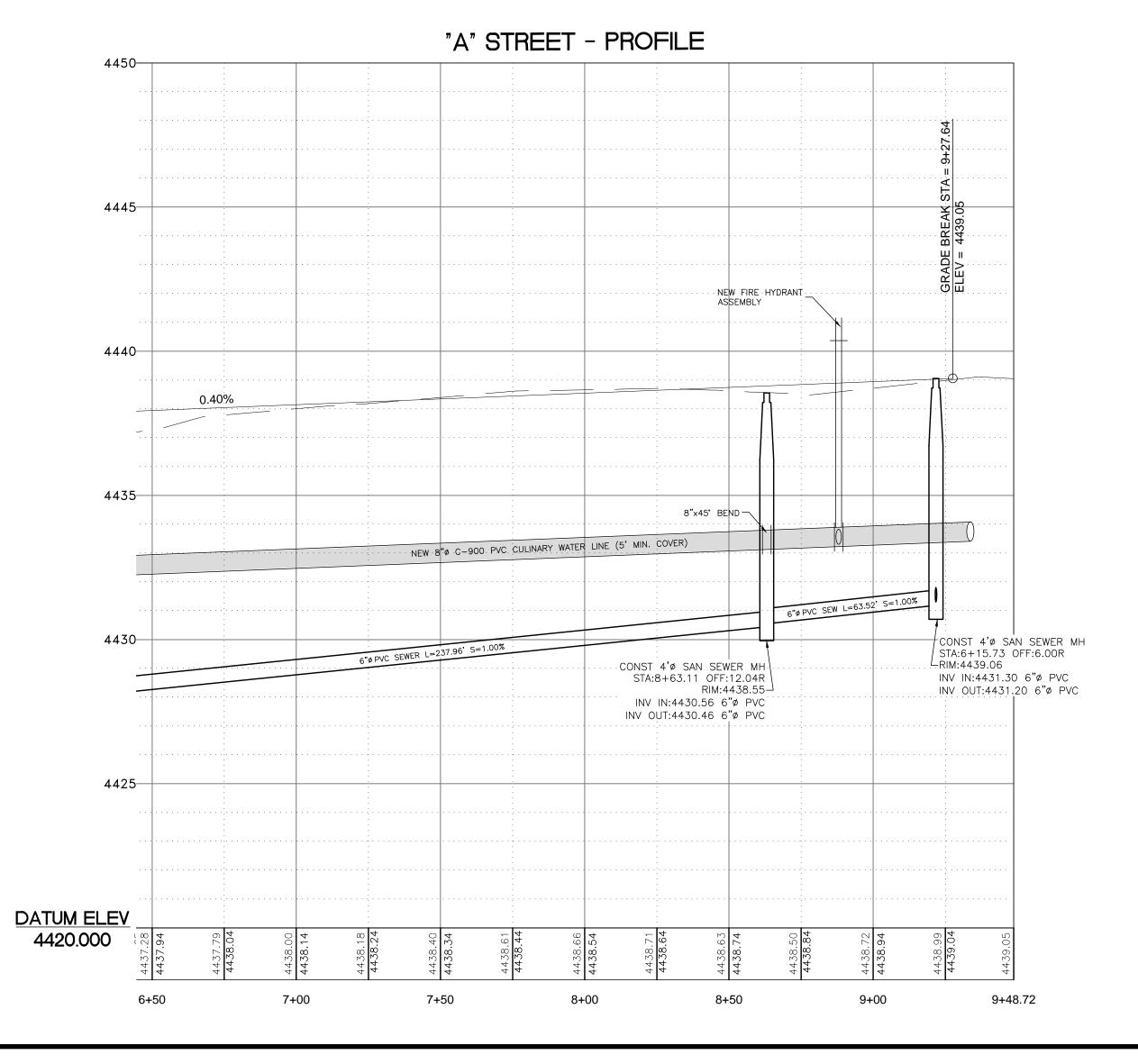
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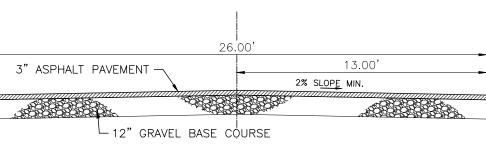
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26' WIDE ROAD SECTION

NOT TO SCALE

15' 30' Scale in Feet

1" = 30'

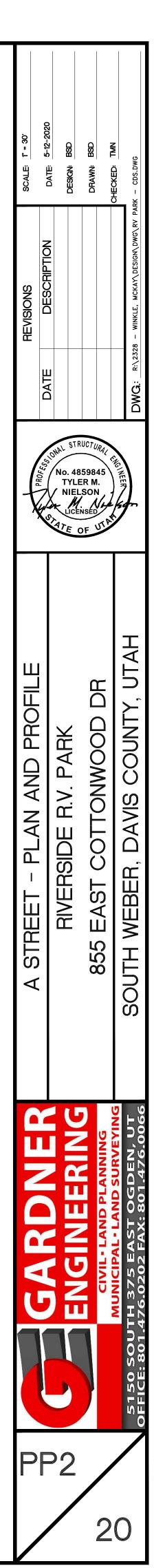
CENTERLINE ____ - 4205 - _ _ _ _ _ _ _ _ 4201 _ _ _ _ _ _ W/M

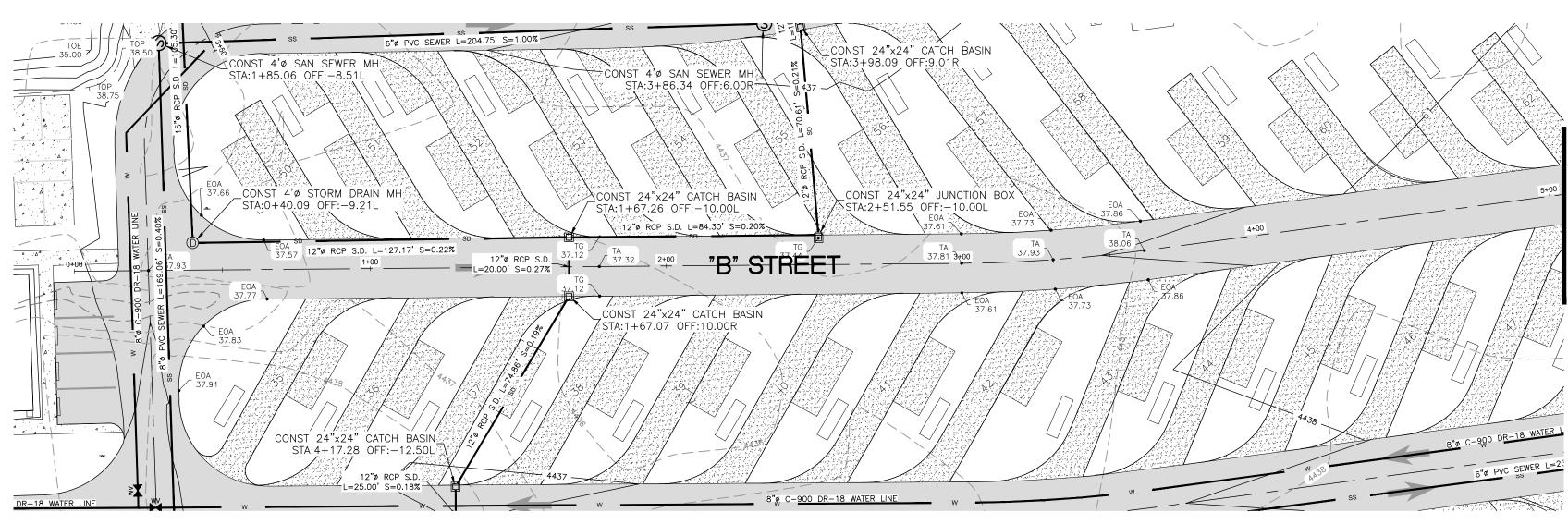
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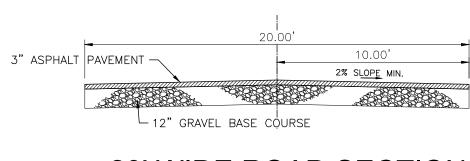
LEGEND (NOTE: ALL LINES OR SYMBOLS MAY NOT APPEAR ON EACH SHEET) BOUNDARY LINE PUBLIC UTILITY AND DRAINAGE EASEMENT RIDGE LINE NEW DRAINAGE SWALE / DITCH EXISTING 5' CONTOUR AND ELEVATION EXISTING 1' CONTOUR AND ELEVATION DESIGN CONTOUR AND ELEVATION ASPHALT PAVING CONCRETE FLATWORK CULINARY WATERLINE CULINARY WATER LATERAL NEW FIRE HYDRANT

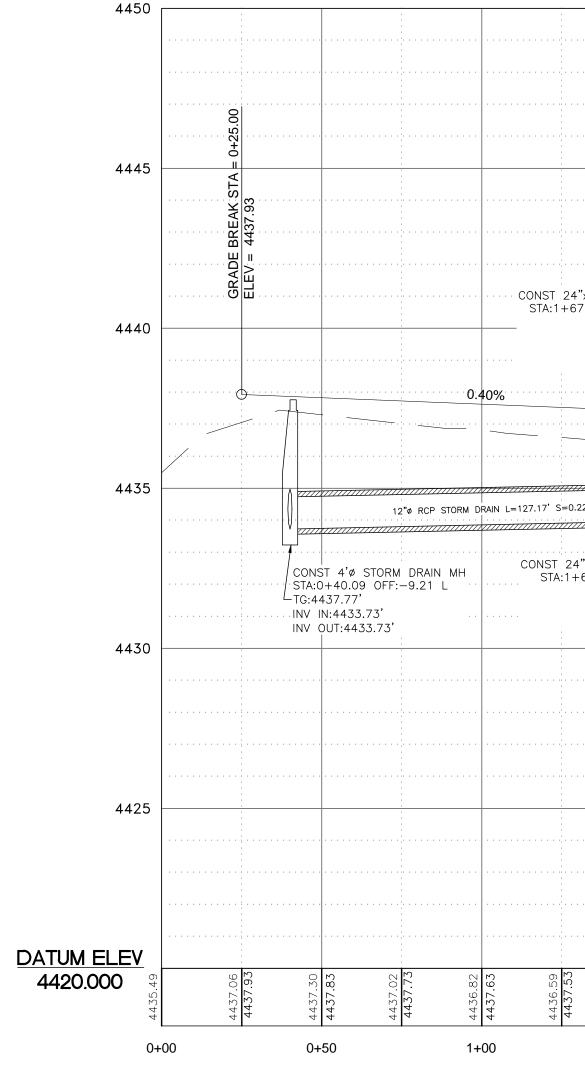
WATER METER

WATER VALVE STORM DRAIN LINE STORM DRAIN MANHOLE STORM DRAIN CATCH BASIN/INLET SUMP STORM DRAIN INLET BOX SANITARY SEWER PIPE SANITARY SEWER LATERAL SANITARY SEWER MANHOLE LIGHT POLE AND BASE

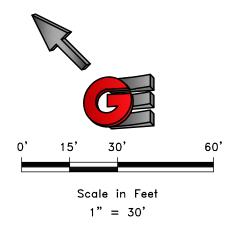




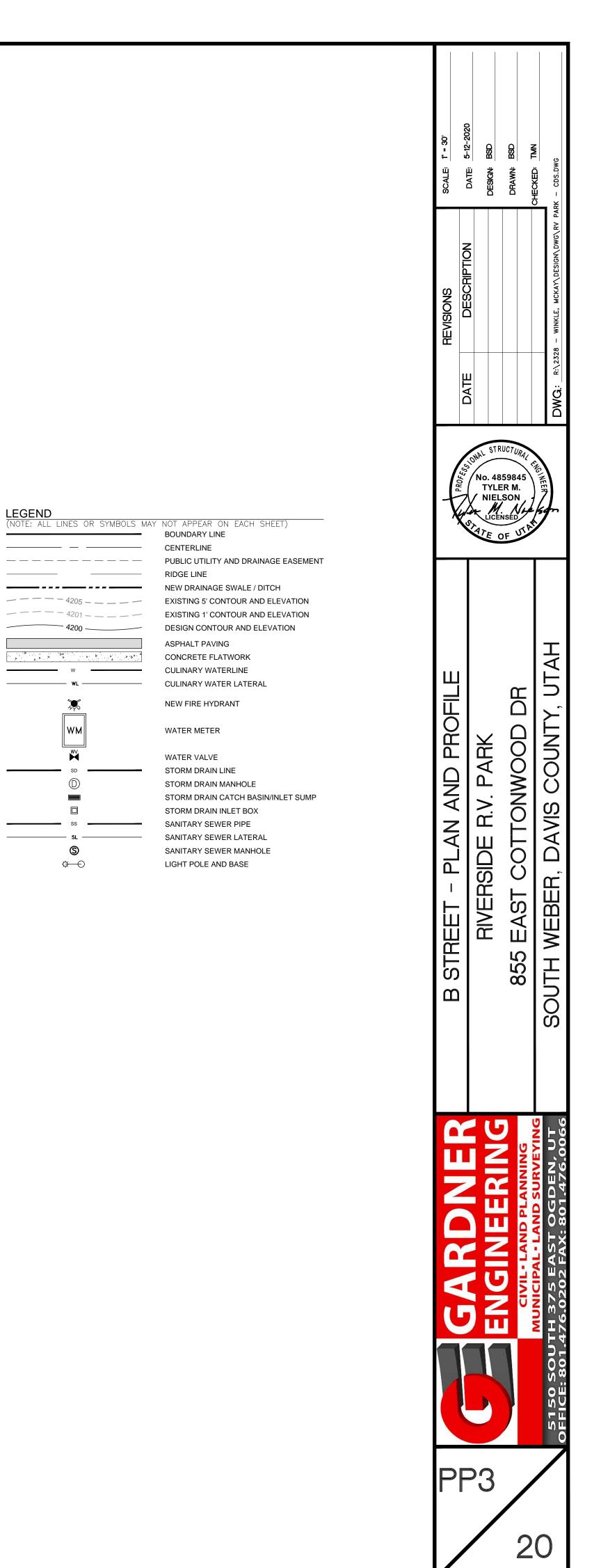


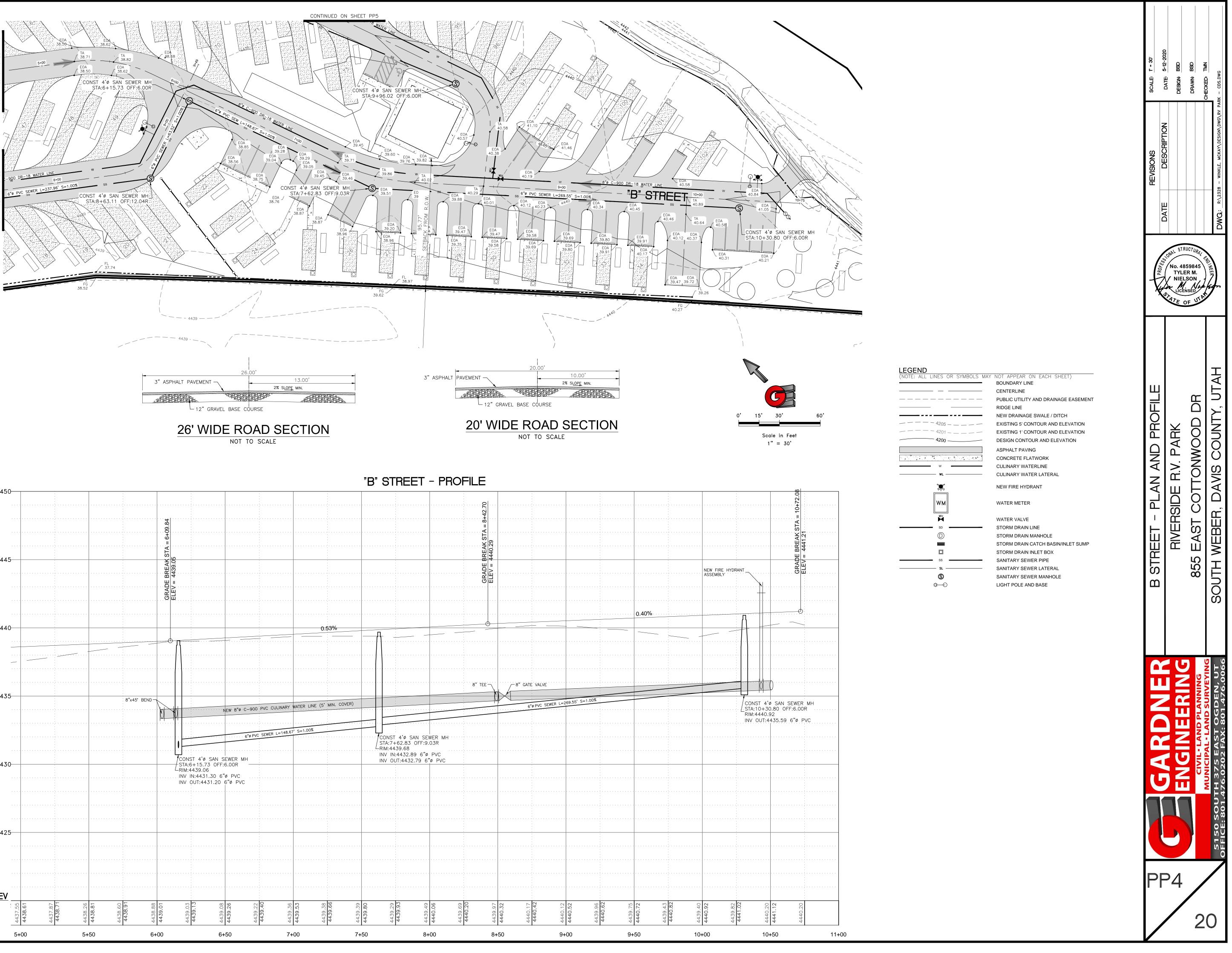


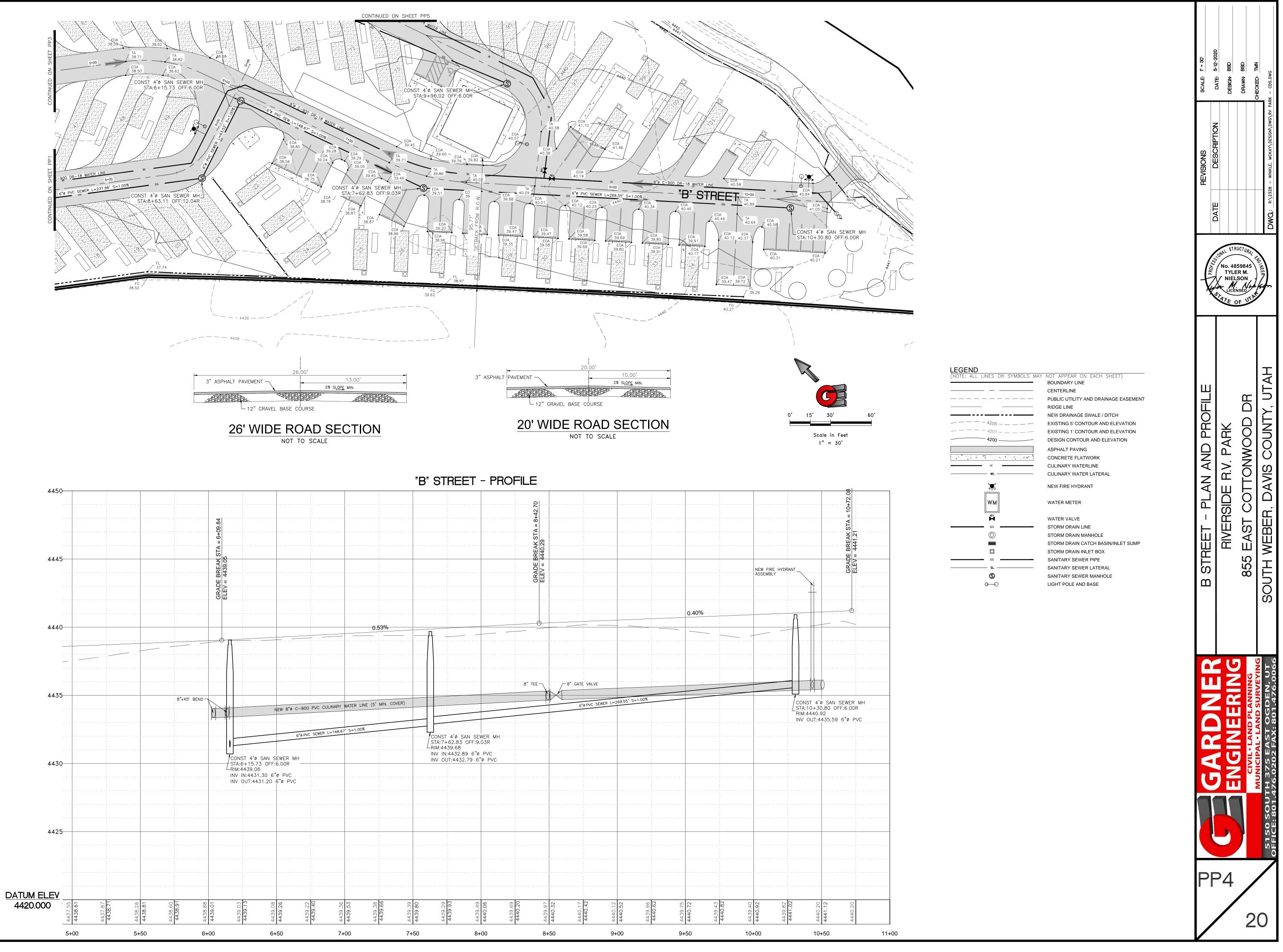
20' WIDE ROAD SECTION

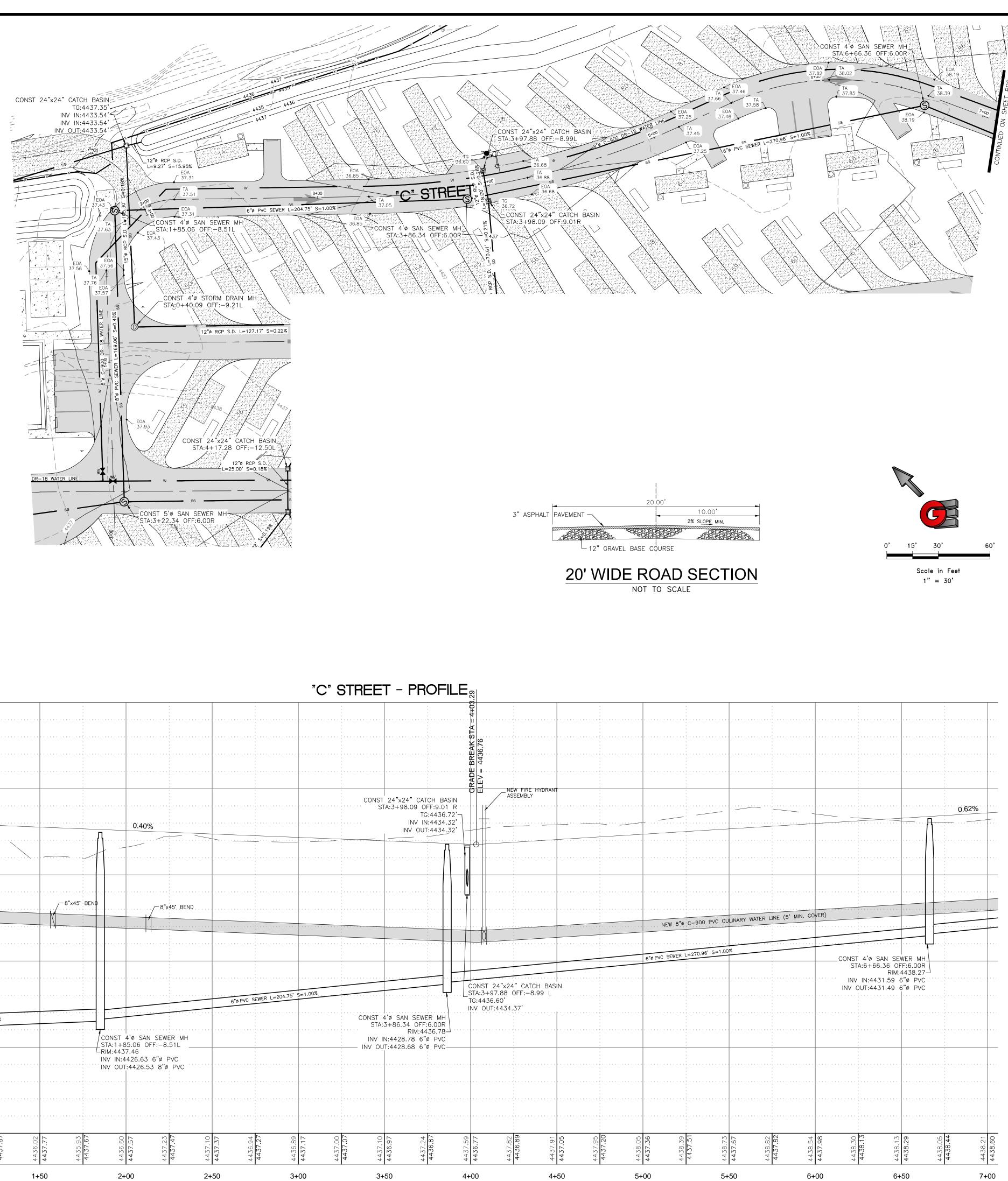


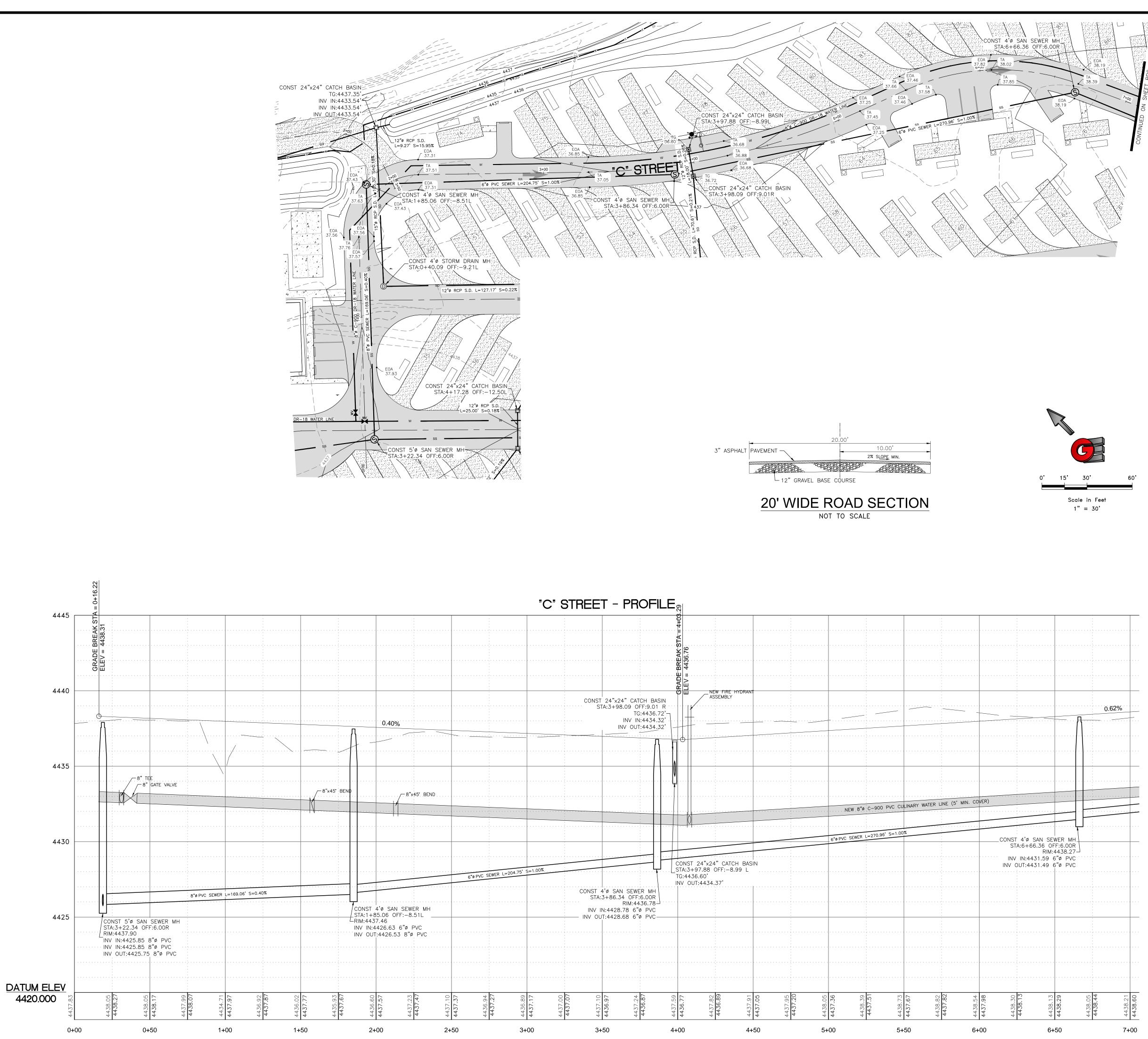
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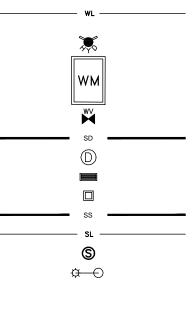






LEGEND

4201 _ _ _ _ _



TE: ALL LINES OR SYMBOLS MAY NOT APPEAR ON EACH SHEET) BOUNDARY LINE

> CENTERLINE PUBLIC UTILITY AND DRAINAGE EASEMENT RIDGE LINE NEW DRAINAGE SWALE / DITCH

EXISTING 5' CONTOUR AND ELEVATION EXISTING 1' CONTOUR AND ELEVATION DESIGN CONTOUR AND ELEVATION ASPHALT PAVING

CONCRETE FLATWORK CULINARY WATERLINE CULINARY WATER LATERAL NEW FIRE HYDRANT

WATER METER

WATER VALVE

STORM DRAIN LINE STORM DRAIN MANHOLE STORM DRAIN CATCH BASIN/INLET SUMP STORM DRAIN INLET BOX SANITARY SEWER PIPE SANITARY SEWER LATERAL SANITARY SEWER MANHOLE LIGHT POLE AND BASE

UTAH N AND PROFIL Î \square OUNT PARK \cap OMNO. Ū <u>В.</u>< VIS 855 EAST COTT SOUTH WEBER, DAV C STREET - PLAN RIVERSIDE I

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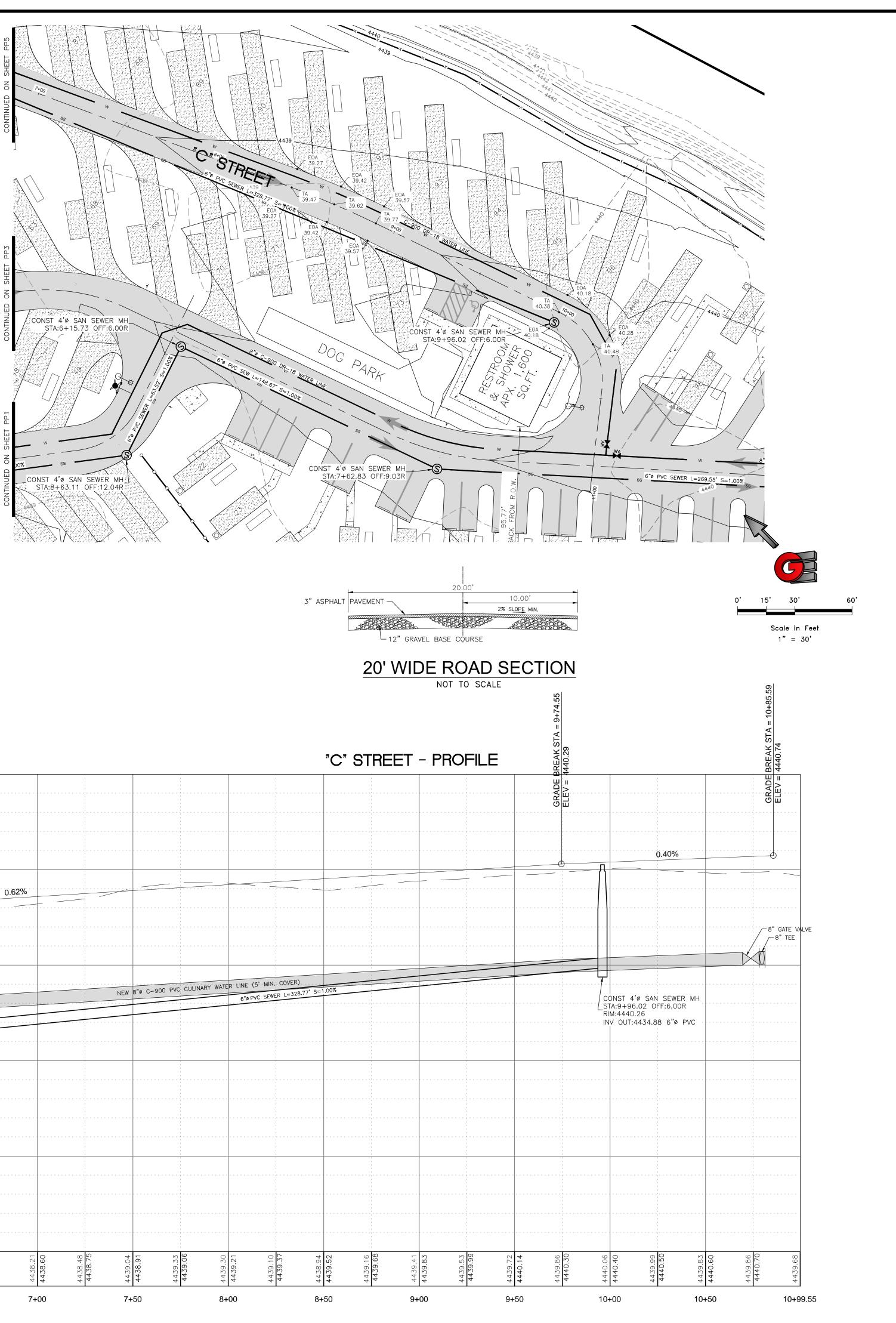
DESCRIPTION

DATE

STRUC

No. 4859845 TYLER M. NIELSON





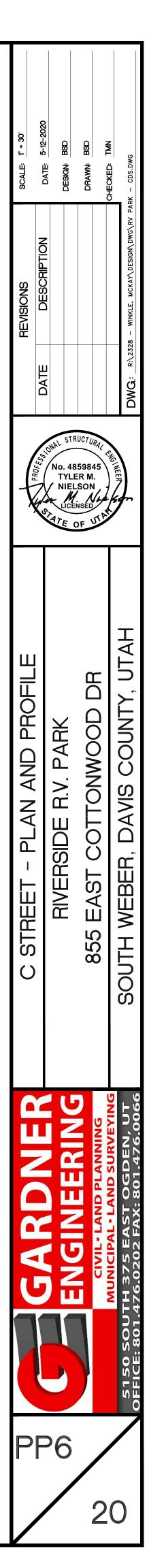


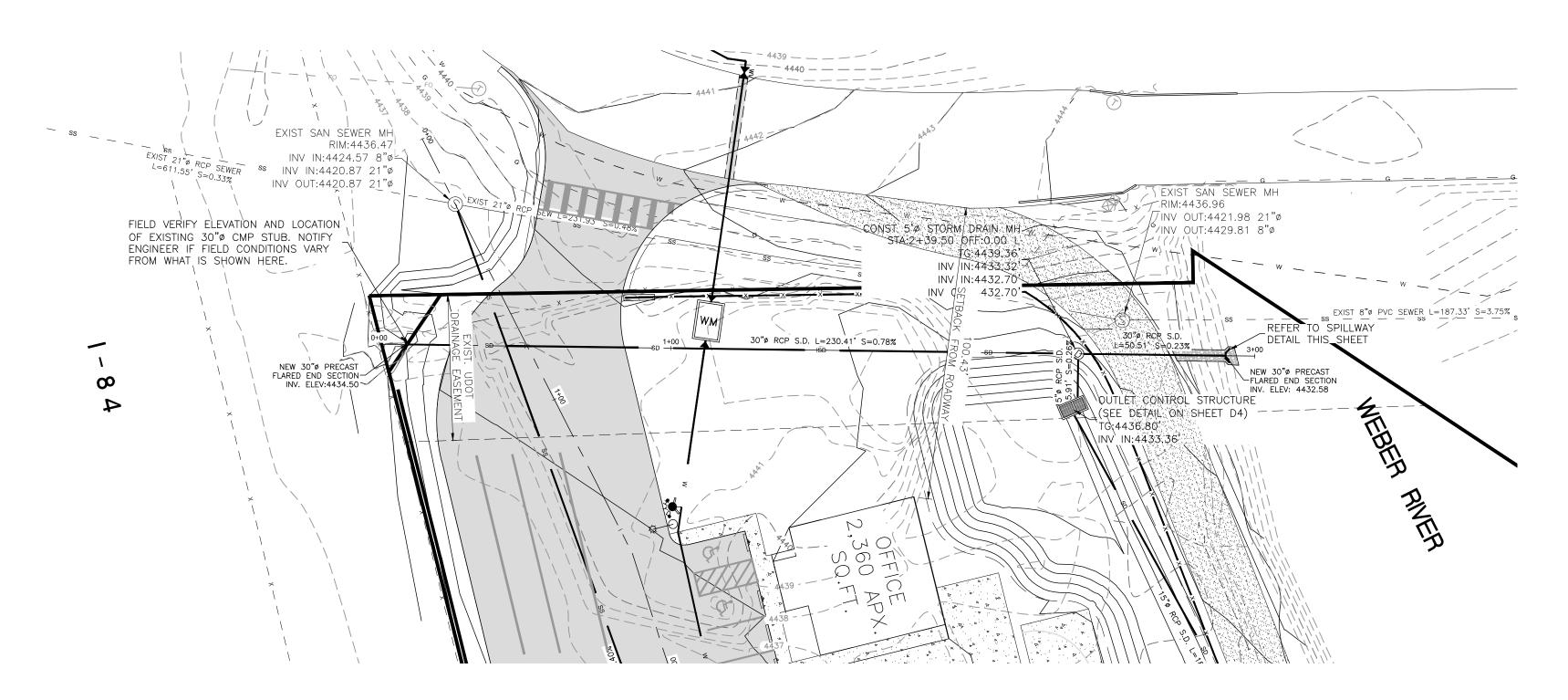
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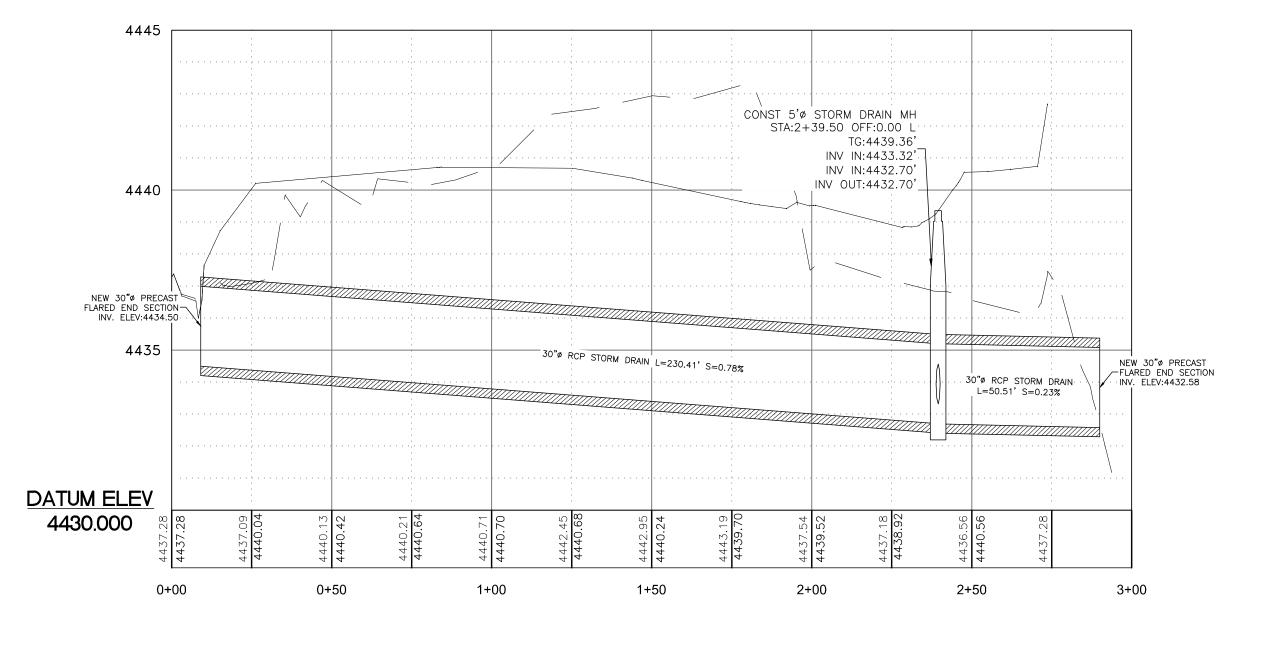
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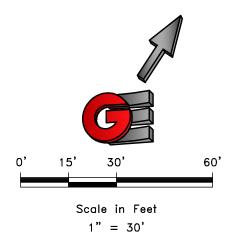
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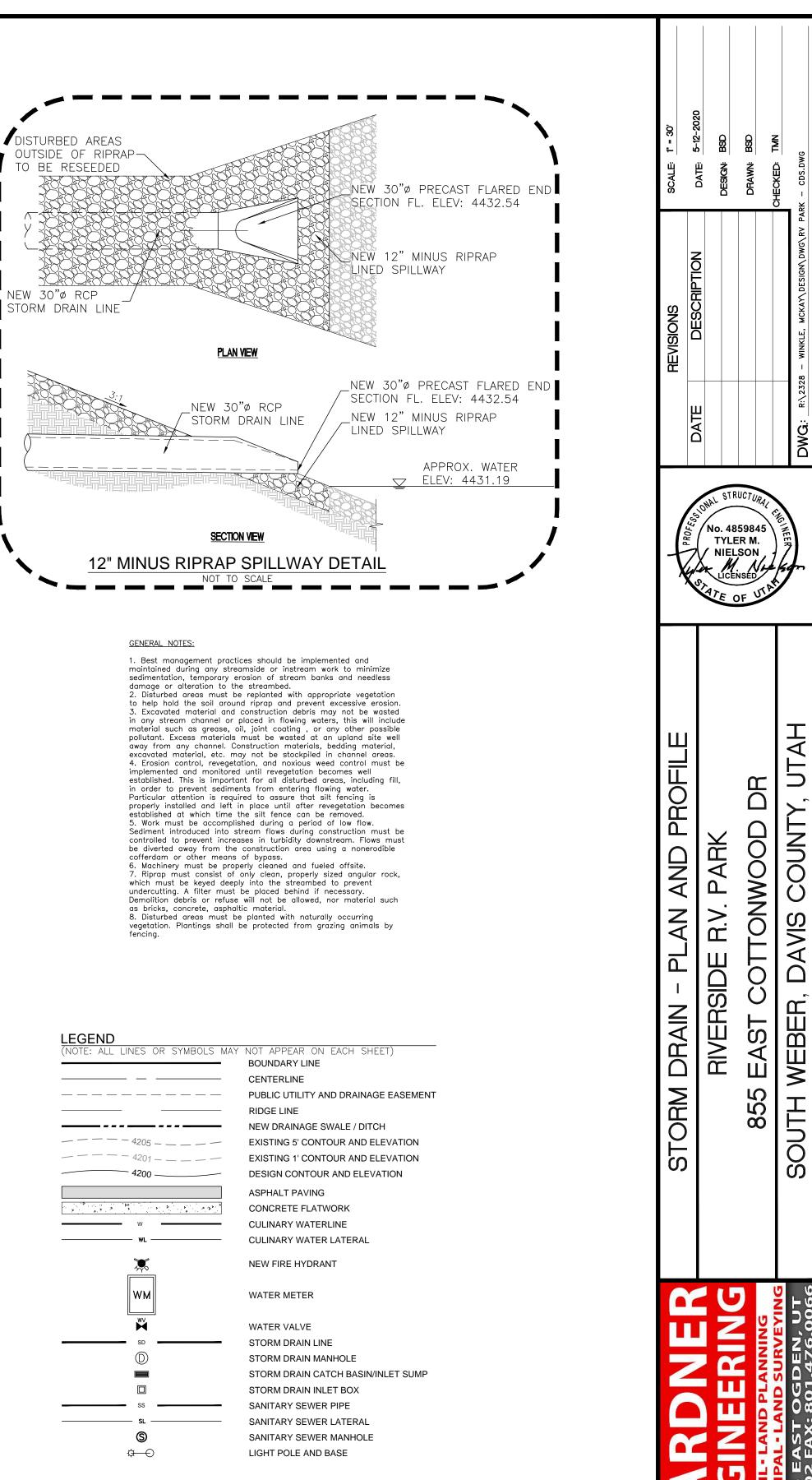
> WATER VALVE STORM DRAIN LINE STORM DRAIN MANHOLE STORM DRAIN CATCH BASIN/INLET SUMP STORM DRAIN INLET BOX SANITARY SEWER PIPE SANITARY SEWER LATERAL SANITARY SEWER MANHOLE LIGHT POLE AND BASE





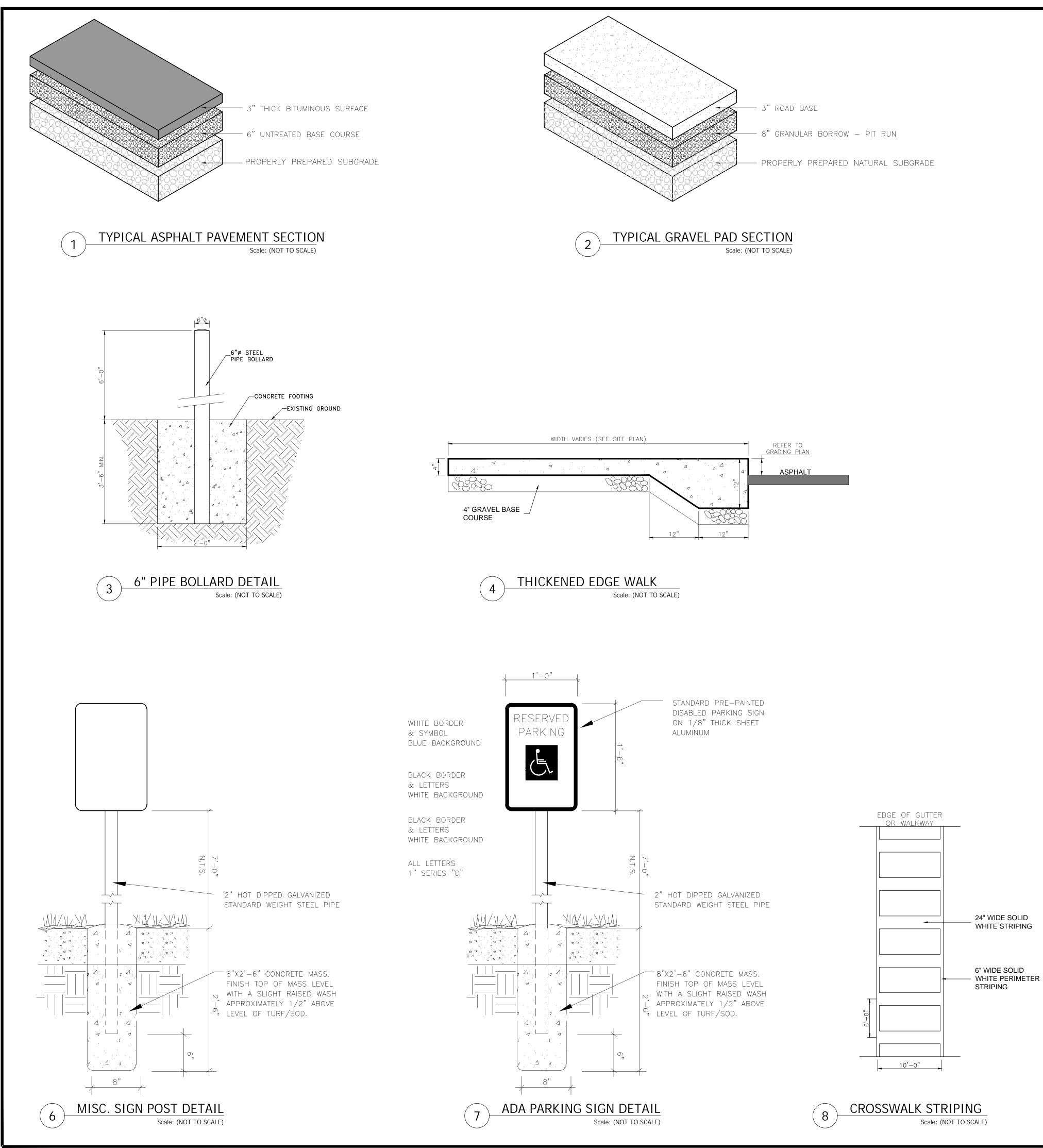


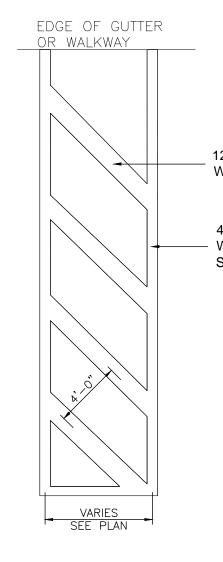






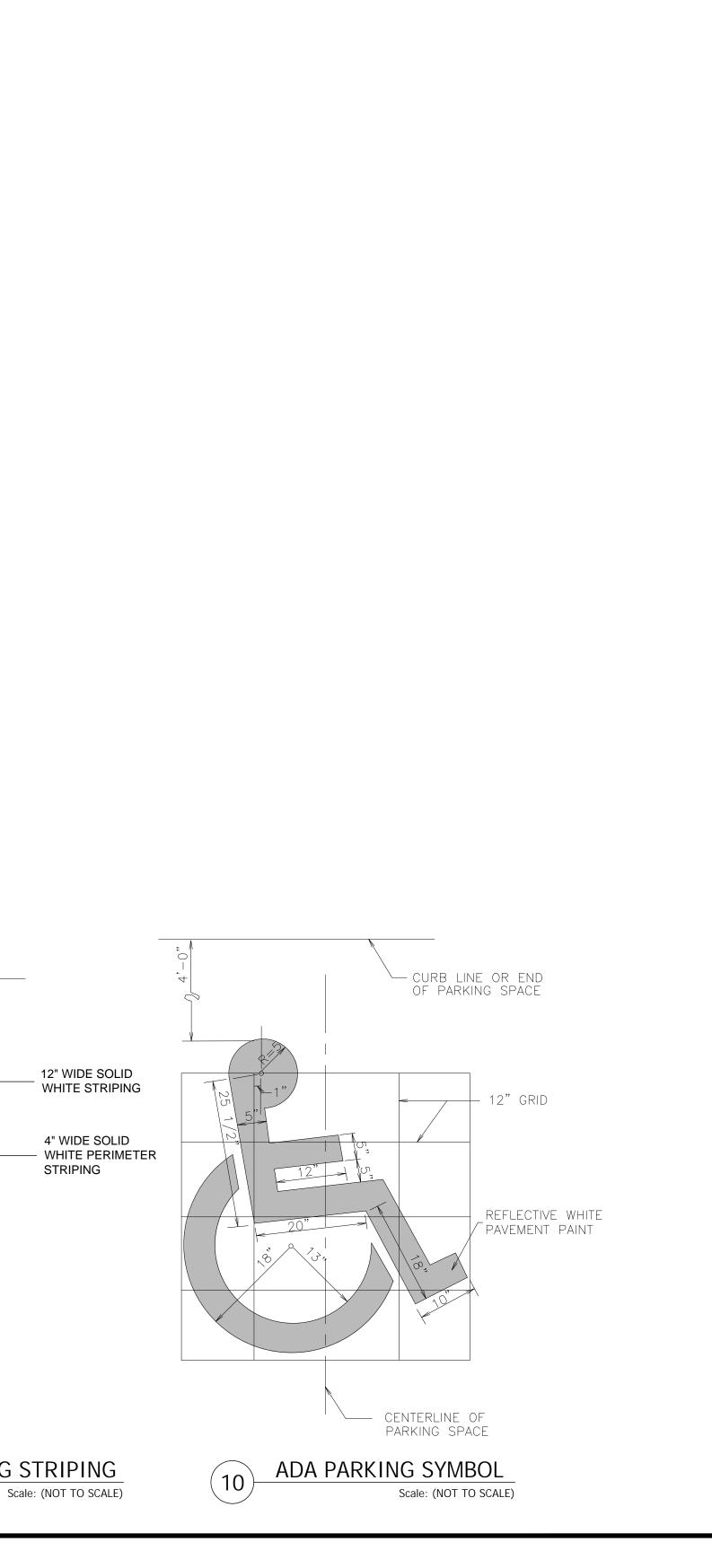
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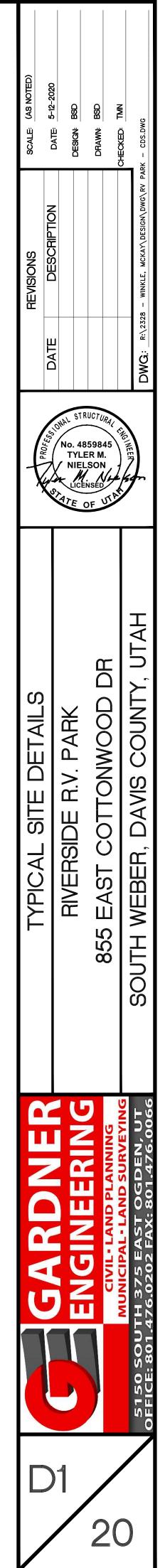




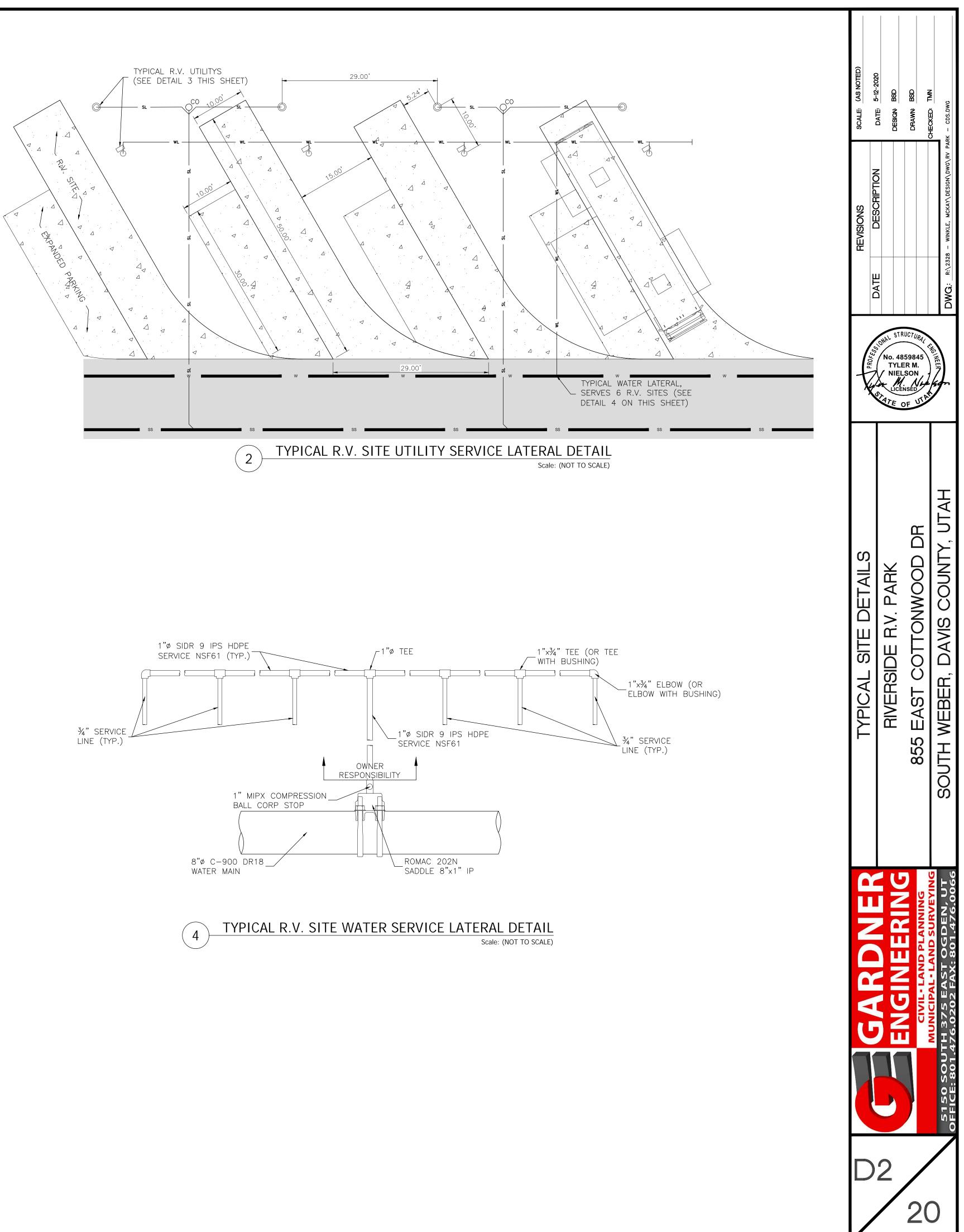




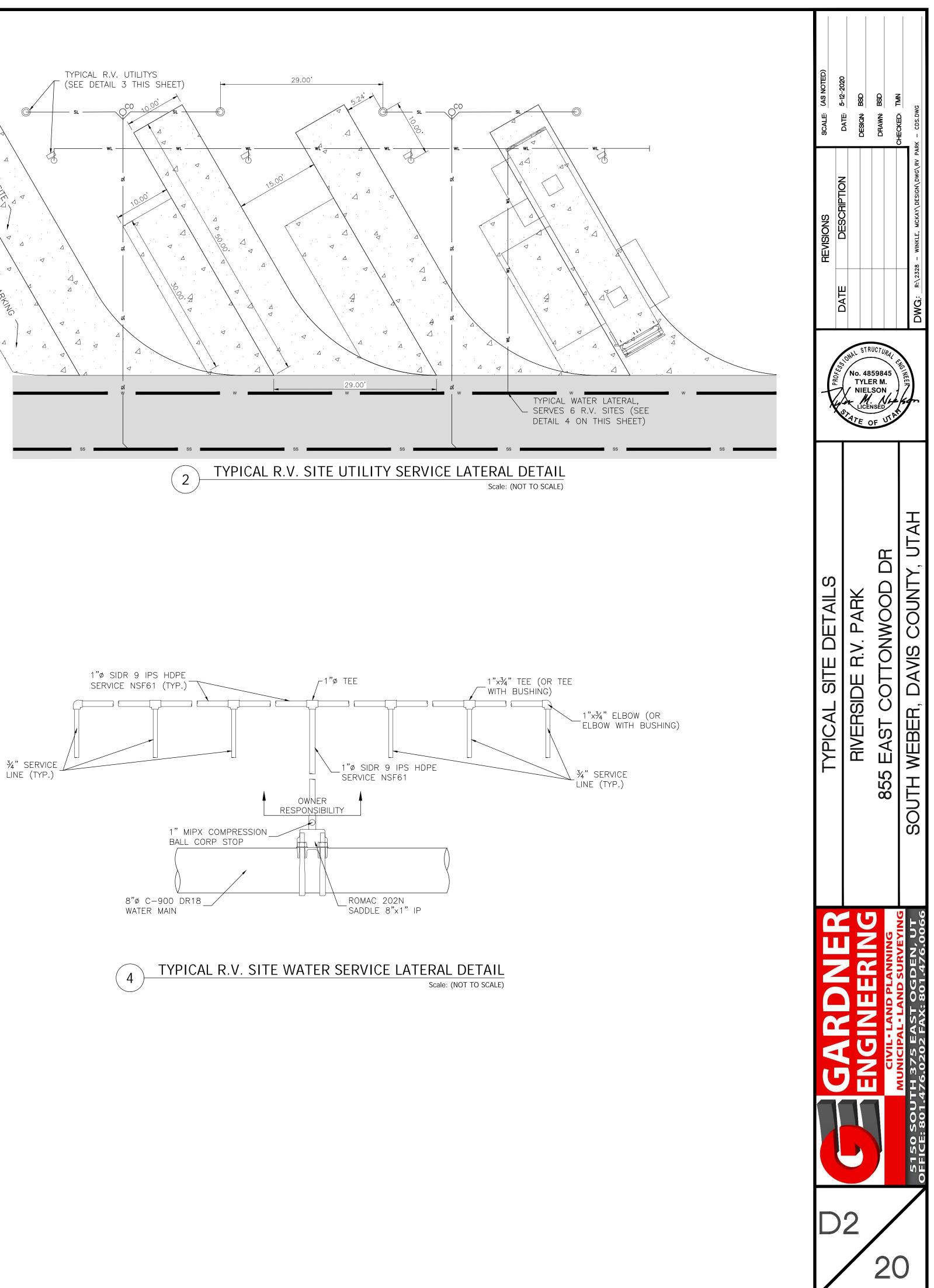


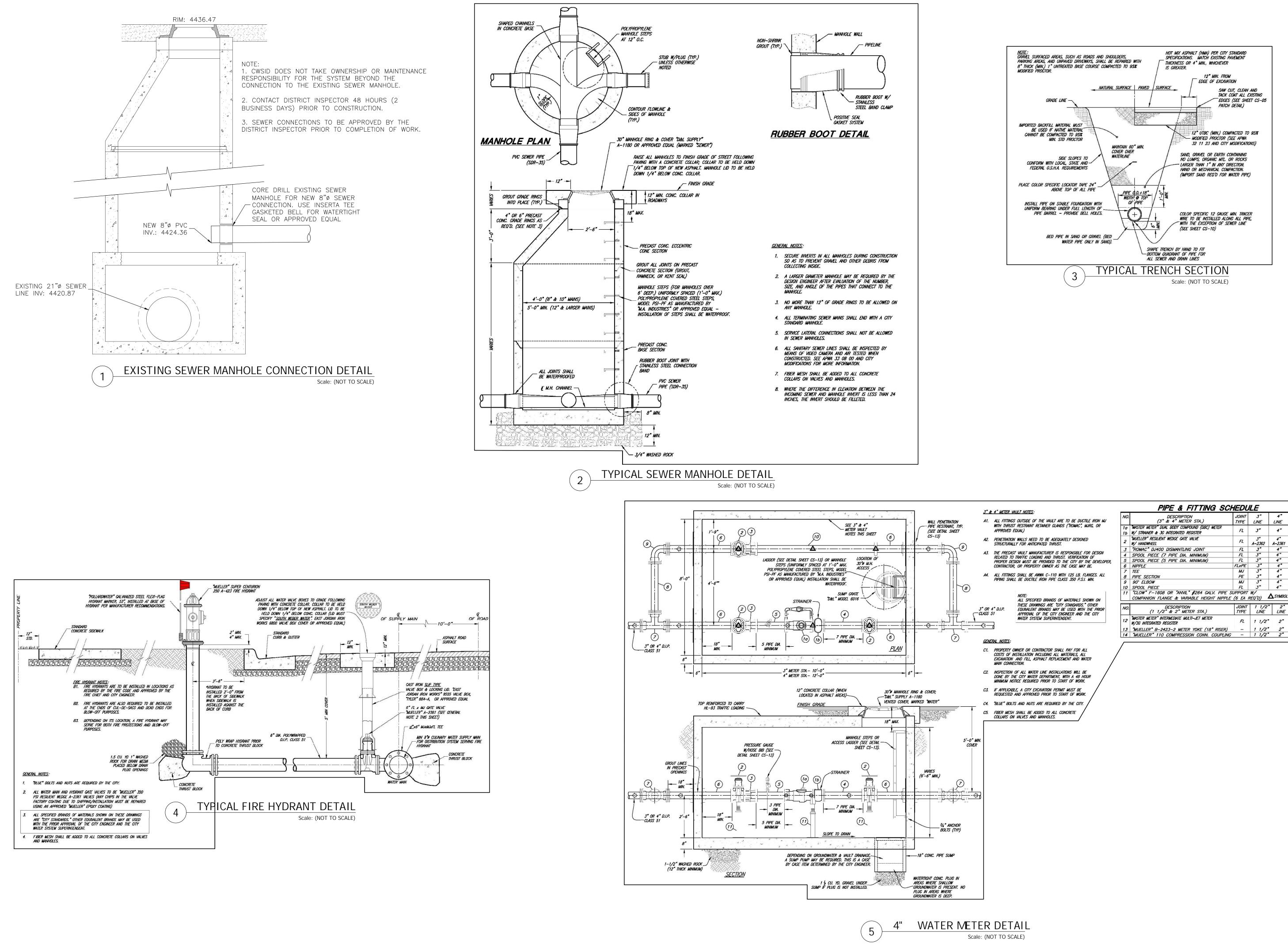


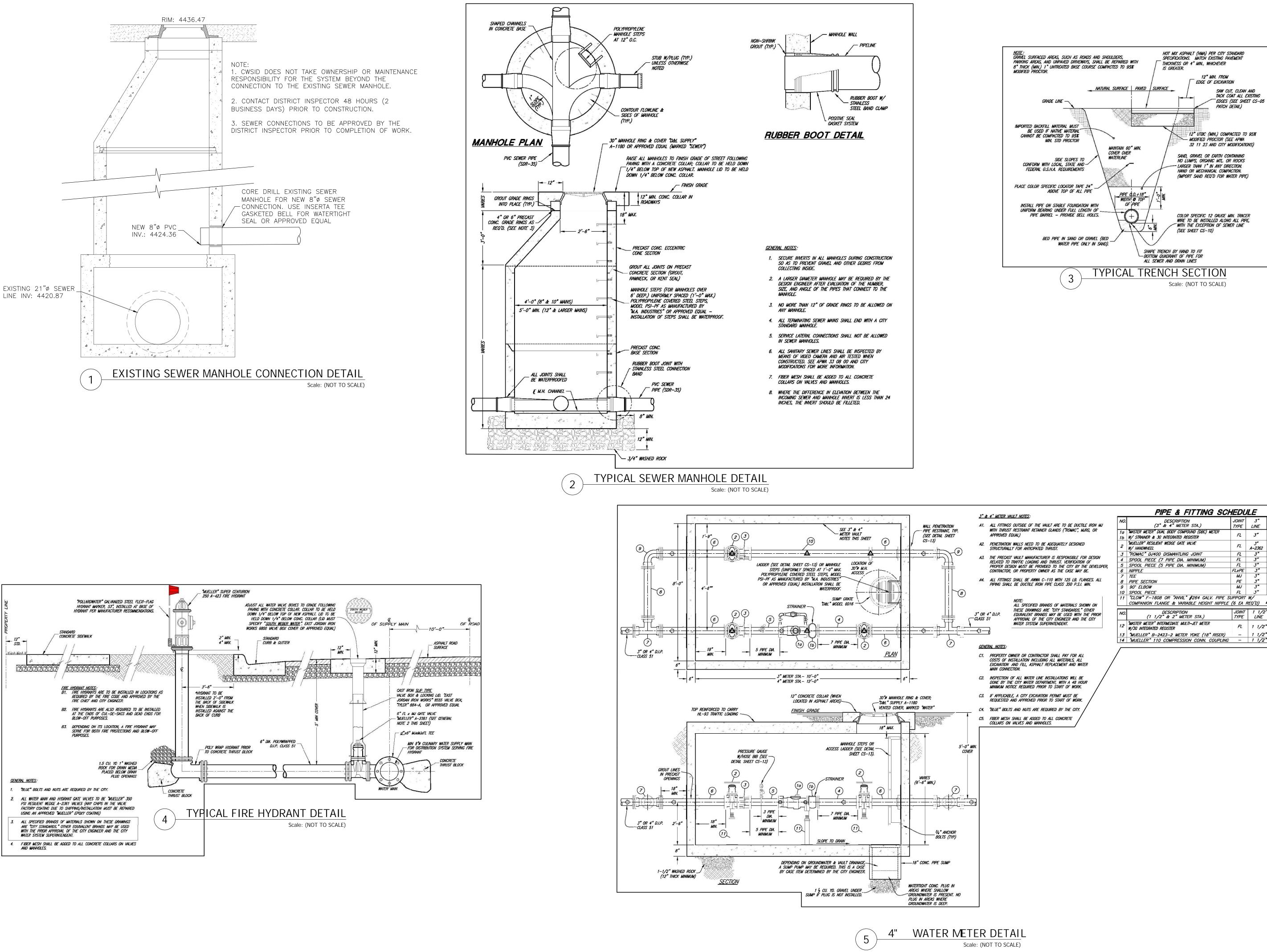
OPW 4"Ø DUCTILE IRON DUMP STATION SELF CLOSING LID WITH FOOT PEDAL — (OR APPROVED EQUAL) 10.00' (MIN.) $\langle \rangle$ POWER PEDESTAL (SEE ELEC. PLANS)[—] TYPICAL R.V. SITE UTILITY DETAIL 3 Scale: (NOT TO SCALE)



PROFLO ¾" GALV. FROST PROOF YARD HYDRANT (OR APPROVED EQUAL)

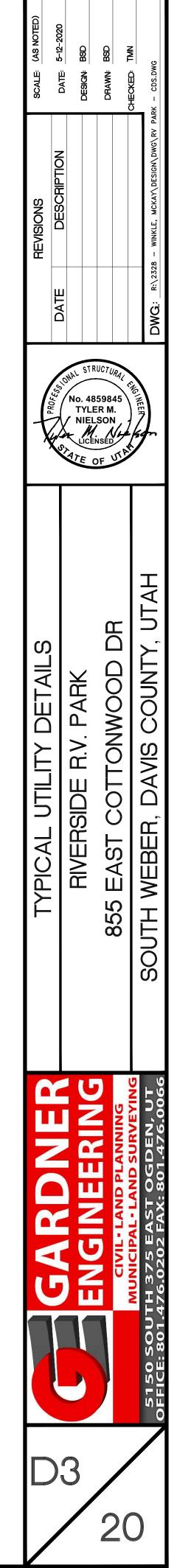


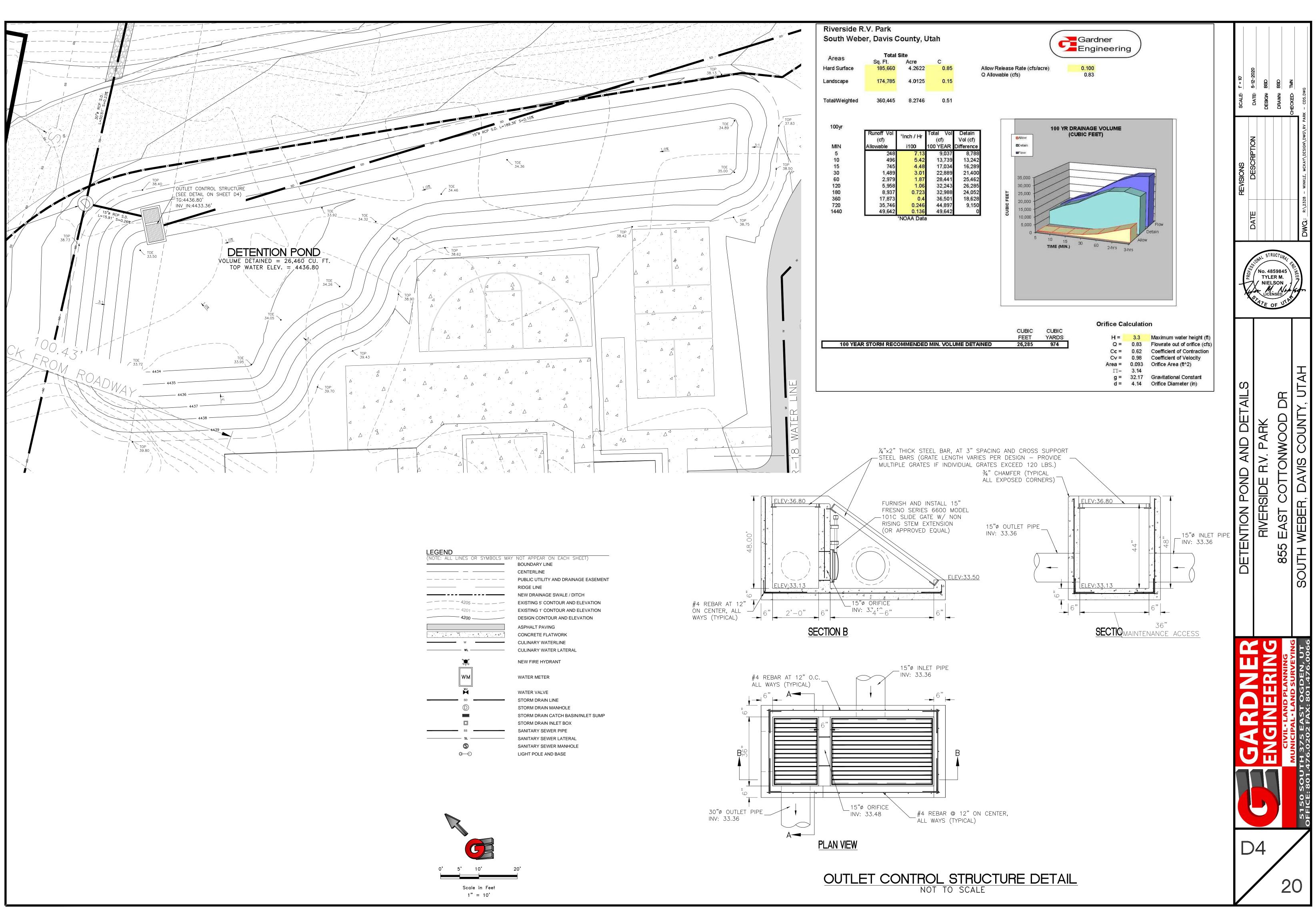


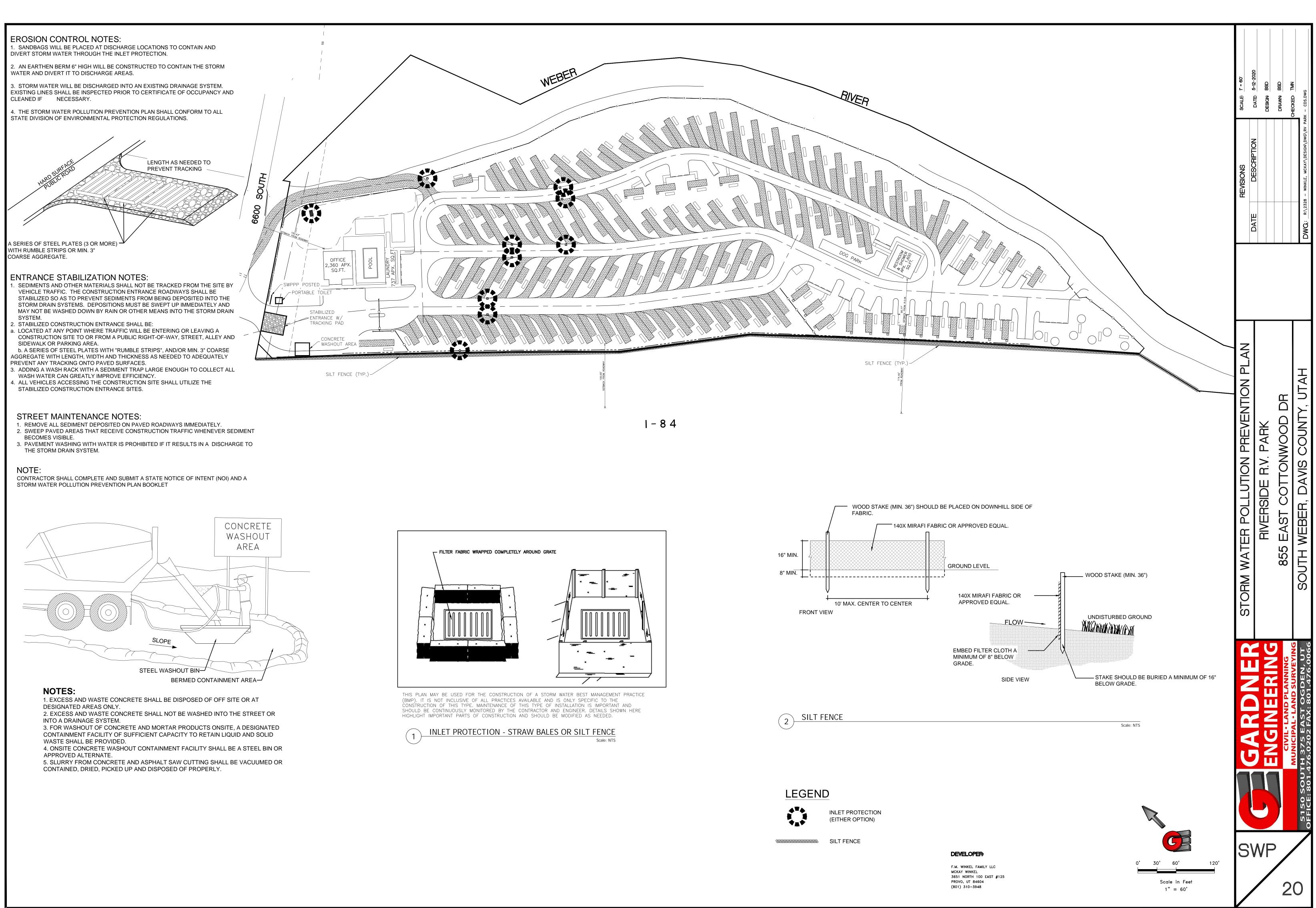


SR 1	AULT NOTES:	
TING	S OUTSIDE OF THE	

	PIPE & FITTING SCH	IEDU	ILE 🛛	
NO.	DESCRIPTION (3" & 4" METER STA.)	JOINT TYPE	3" LINE	4" LINE
1a 1b	"MASTER METER" DUAL BODY COMPOUND (DBC) METER W/ STRAINER & 3G INTEGRATED REGISTER	FL	3"	4"
2	"MUELLER" RESILIENT WEDGE GATE VALVE W/ HANDWHEEL	FL	3" A-2362	4" A-2361
3	"ROMAC" DJ400 DISMANTLING JOINT	FL	3"	4"
4	SPOOL PIECE (7 PIPE DIA. MINIMUM)	FL	3"	4″
5	SPOOL PIECE (5 PIPE DIA. MINIMUM)	FL	3"	4"
6	NIPPLE	FLxPE	3*	4"
7	TEE	MJ	3"	4"
8	PIPE SECTION	PE	3"	4"
9	90° ELBOW	MJ	3"	4"
10	SPOOL PIECE	FL	3"	4"
11	"CLOW" F-1608 OR "ANVIL" #264 GALV. PIPE SU COMPANION FLANGE & VARIABLE HEIGHT NIPPLE			∆ SYMBOL
NO.	DESCRIPTION	JOINT	1 1/2	" 2"
.0.	(1 1/2" & 2" METER STA.)	TYPE	LINE	LINE
12	"MASTER METER" INTERMEDIATE MULTI-JET METER W/3G INTEGRATED REGISTER	FL	1 1/2	2"
13	"MUELLER" B-2423-2 METER YOKE (18" RISER)	1 =	1 1/2"	2"
	"HUELLED" 110 00100000000 00100 00000		1 1 /01	0.0









COMMON / BOTANICAL NAME	CONT	CAL	SIZE	
American Hornbeam / Carpinus caroliniana	B&B	2"Cal		
Autumn Blaze Maple / Acer freemanii `Autumn Blaze`	B&B	2" Cal		
Emerald Queen Maple / Acer platanoides `Emerald Queen`	B&B	2" Cal		
Maidenhair Tree / Ginkgo biloba `Autumn Gold` TM	B&B			
River Birch / Betula nigra	B&B	2" Cal		
Shademaster Locust / Gleditsia triacanthos inermis `Shademaster` TM	B&B	2" Cal		
COMMON / BOTANICAL NAME	CONT	CAL	SIZE	
Austrian Pine / Pinus nigra	B&B		8-10`	
Emerald Green Arborvitae / Thuja occidentalis `Smaragd`	B&B		6`	
COMMON / BOTANICAL NAME	CONT			
Black Lace Elderberry / Sambucus nigra `Black Lace`	5 gal			
Blue Mist Shrub / Caryopteris x clandonensis `Dark Knight`	5 gal			
Creeping Mahonia / Mahonia repens	5 gal			
Dwarf Korean Lilac / Syringa meyeri `Palibin`	5 gal			
Dwarf Variegated Dogwood / Cornus alba `Variegata`	5 gal			
Fine Line Buchthorn / Rhamnus frangula `Fine Line`	5 gal			
Gro-Low Fragrant Sumac / Rhus aromatica `Gro-Low`	5 gal			
Japanese Spirea / Spiraea japonica `Anthony Waterer`	5 gal			
Mugo Pine / Pinus mugo `Slowmound`	5 gal			
Northern Gold Forsythia / Forsythia x `Northern Gold`	5 gal			
Purple Leaf Sand Cherry / Prunus x cistena	5 gal			
Red Leaf Japanese Barberry / Berberis thunbergii `Atropurpurea`	5 gal			
Spirea / Spiraea japonica `Goldmound`	5 gal			
COMMON / BOTANICAL NAME Emerald Blue Moss Phlox / Phlox subulata `Emerald Blue`	CONT			
Stella de Oro Daylily / Hemerocallis x `Stella de Oro`	1 gal 1 gal			
Stonecrop / Sedum spurium `Red Carpet`	1 gal			A
Variegated Goutweed / Aegopodium podagraria `Variegatum`	1 gal			
COMMON / BOTANICAL NAME	CONT			N
Blue Oat Grass / Helictotrichon sempervirens	1 gal			
Feather Reed Grass / Calamagrostis x acutiflora `Karl Foerster`	1 gal			
COMMON / BOTANICAL NAME	CONT	60'		0 60' 120'
2"-4" Calico Cobble Rock / 2"-4" Calico Cobble Rock W/Dewitt Pro-5 Weed Barrier	Mulch			ale 1" = 60' 1" = 120' for 11x17
Grey Chat / 4" Grey Chat	Mulch			
Kentucky Bluegrass / Poa pratensis	sod		FO INT UN	IS DOCUMENT IS RELEASED R REVIEW ONLY. IT IS NOT FENDED FOR CONSTRUCTION ILESS SIGNED AND SEALED.
Native Grass & Wildflower Mix / Native Grass & Wildflower Mix	Hydroseed		SEI	RL N. BERG L.A. RIAL NO. <u>7162790</u> TE: <u>15 MAY 2020</u>
				MCKAY WINKEL
				TH WEBER RV PARK
				SITE PLAN
BED BY CONSTRUCTION SHALL REMAIN				hera
				LANDSCAPE ARCHITECTS 0 E Main St, Suite 204
			Aidway, U	Jt 84049 ph. (801) 723-2000
			WN BY: CN	

RIVERSIDE RV PARK REVIEW

By Barry Burton 6.5.20

- APPROVED TO FORWARD TO CITY COUNCIL-

PL 1. APPLICANT: FM Winkel Family LLC

PL 2. REQUEST: Conditional Use approval for an RV Park next to the Weber River east of the bridge into Uintah.

PL 3. GENERAL INFORMATION: The Park will consist of 102 RV sites and 4 tent sites. Twentythree of the RV sites will be Alternate Units (also called Park Units or tiny homes) that will be owned by the RV Park and rented. Seventy-nine will be back-in or pull-through spaces. This is well within the 174 spaces allowed by the ordinance on an 11.85-acre parcel. There will be three permanent buildings: an office building, a laundry building and a restroom/shower building. Amenities include a swimming pool and a pickleball court. They are also allowing the installation of a public trail along the river to be constructed by others.

PL 4. ORDINANCE COMPLIANCE: The provisions of Section 10-7, Conditional Uses, apply to this proposal. Sections 10-7-3 and 10-7-5 are general provisions applying to all conditional uses in non-residential zones. There are both subjective and objective provisions in these code sections. The objective requirements have been met. In my opinion, the subjective requirements have also been fulfilled.

Section 10-7F contains requirements specific to RV parks. There are several conditions listed in Section 10.7F.1 of the Zoning Ordinance that I believe have all been met. I also believe the requirements of Section 10.7F.2 have been fulfilled with one exception. Section 10.7F.2 states that:

Setbacks:

1. No trailer or service building or structure shall be placed or permitted within one hundred feet (100') of the road or street upon which the lot or area fronts, or within seventy-five feet (75') of any other boundary line.

2. The Planning Commission or City Council can approve setbacks of less dimensions than required if in its review of the site plan of the proposed RV park it finds evidence of special landscape buffering that in its determination effectively: a) visually screens the park from adjoining land uses; b) mitigates adverse impact on and from the park; and c) provides for an attractive park-like setting. In no cases shall the setback distance be less than three feet (3'). All of the RV sites adjacent to I-84 are less than 75' from the boundary of the property, but all are at least 100' from the shoulder of the freeway. For safety purposes, the developer is proposing a cable fence barrier along this property line. I believe the distance from these RV and tent sites to the nearest freeway lane as well as the proposed barrier fence, introduced landscaping and natural landscaping justify the granting of this reduction in setback.

PL 5. FLOODPLAIN: Much of this property, including the sites of the three permanent buildings, lies within the floodplain. According to FEMA Flood Insurance Rate Maps (FIRMs), the proposed finish floor elevations of these structures is at or above the Base Flood Elevation (BFE) as required. Developers will need to apply for a Floodplain Development Permit and, upon completion of the floors, provide an Elevation Certificate for each structure verifying it is at or above the BFE. The floodplain development permit requires that they show no rise in BFE as a result of the development. It would be issued by me as the Floodplain Administrator for the City. Elevation Certificates are provided by a licensed surveyor.

PL 6. OTHER: The developers are willing to grant an easement along the river for the purpose of a public trail. The trail, however, will be built by the Trails Foundation of Northern Utah (formerly Weber Pathways) later. Therefore, the Foundation will need an easement for public use along the trail alignment. We propose that those easements be surveyed after construction in order to have a more accurate description of the locations and that the easements be provided prior to occupancy. This is specified in a provision of the proposed development agreement.

Sewer, water and storm drain lines within the site will be privately owned and maintained. This is outlined in a provision of the proposed development agreement.

The one unresolved issue I see at this point is regarding the legal jurisdiction over the 3.32 acres of the site that may or may not be in Uintah City/Weber County. The developer is being tasked with resolving this issue by the development agreement. Mr. Winkel is requesting the entire site plan be approved subject to the resolution of this issue. If he is subsequently successful in proving this property is in South Weber, no further action by the City would be required. If the Council agrees with this approach, I recommend they be allowed to proceed with installation of all utilities and roadways for the entire development, but not be allowed to construct any RV pads on the 3.32 acres. In this way, the City only approved the land use for the portion of the site unquestionably within its jurisdiction. They would only be installing private pipelines and private roads on the disputed property which any landowner can do without jurisdictional approval.

PL 7. STAFF RECOMMENDATION: I recommend the City Council approve this proposed conditional use with the following conditions:

a. No RV sites be constructed on the disputed 3.32 acres until proof has been provided that the property is in South Weber.

- b. A Floodplain Development Permit be obtained for the 3 permanent structures.
- c. At the appropriate time, Elevation Certificates for the 3 structures will be provided.
- d. Approval of the accompanying development agreement.



APPLICATION PROCESS: Please submit all requested items and answer all questions as completely as possible, omissions may delay processing. If there are any questions, contact the City Office at (801) 479-3177.

Application with fee (See current City Fee Schedule)

Site plan, if applicable

Copy of the recorded plat showing subject property (clearly marked) and all properties within 300 feet (front, back and sides). This information is available at the Davis County Recorder's Office.

One set of labels with names and mailing addresses of all property owners within 300 feet of the outer boundary of subject property. Including "Or current resident" is recommended. Names are available at Davis County Assessor's Office. Allow 2 days for processing. The Assessor can also provide the labels for an additional fee.

A list of the above names and addresses.

A copy of the fire inspection showing approval. Contact the Fire Marshal to schedule an appointment, 801-540-7094.

APPLICANT'S AFFIDAVIT

State of Utah County of ______

I, <u>MCKAY</u> Win tel (<u>MANAger of FMWnbeltan</u>), whe sole owner or Authorized Agent of the Owner of the property involved in this application, swear the statements and answers contained herein, in the attached plans, and other exhibits, and that the statements and information above referred to are in all respects true and correct to the best of my knowledge and belief.

I do also hereby give permission to South Weber City to place a city "public notice" sign on the property contained in this application for public notification of the conditional use application and to enter the property to conduct any inspections related to this application.

		////	
Date <u>5/7/19</u>	Owner or Agent	's Signature	kef_
Subscribed and sworn to b Notary Public	efore me on <u>517/19</u> The ball		REN F. HARBOLD DTARY PUBLIC-STATE OF UTAH DMMISSION# 686327 DMM. EXP. 12-02-2019
If someone v	vill be acting on behalf c	of the owner, fill out the i	nformation below.
State of Utah County of)	UTHORIZATION	
	t aid agent to appear on m	, the sole ow as n y behalf before any city co	ner(s) of the real property in this ny agent with regard to this mmission, board or council
Date	Owner's Signature	·	
Subscribed and sworn to b	efore me on		
Notary Public			
SOUTH WEBER CÜU	1600 E. South Weber Drive South Weber, UT 84405	www.southwebercity.com	801-479-3177 FAX 801-479-0066

0021 & 07-109-0017 by FM Winkel Family LLC. Commissioner Walton seconded the motion. Commissioners Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

Public Hearing and Action on Final Approval for Riverside RV Park Conditional Use: At approx. 852 E Cottonwood Ln. (11.85 acres) parcel 13-018-0021 & 07-109-0017 by FM Winkel Family LLC:

Commissioner Pitts asked if there was any public comment.

Brett Park, 6465 Combe Road, Uintah: Mr. Park said he is representing the Uintah City Planning Commission. He stated as a neighboring community, having over 80 Uintah households and hundreds of residents living within 300 feet of the proposed Riverside RV Park, as well as multiple other Uintah households bordering the South Weber River, located at or within the following locations: Cottonwood Estates 975 East 6600 South in Uintah, the elected officials of the City of Uintah are not in favor of a Final Approval for Riverside RV Park Conditional Use at this time. Mr. Park stated a postponement of the permit was delivered to South Weber City requesting an official sit-down meeting to further discuss the following concerns:

Nuisance

- Noise (all hours of the day and night ATV's, parties, dogs, kids, fighting, generators etc.)
- Smell (sewer systems and other smells not currently in the area)
- Smoke (from open fires, bbq grills, and automobile exhaust)
- Dust (excessive occupants in the area)

Privacy

- Transient non-residents (crime and invasion of privacy/safety non vetted occupants entering community)
- Encroachment (occupants entering private party, such as anglers, rafters, teenagers, criminals, etc.)
- Video surveillance (assuming surveillance is installed, resident's person and property would be monitored)

Environmental

- Fire risk (from cigarettes and campfires)
- Trash (litter blowing around from the canyon winds)
- Natural habitat (the river, landscape, and wildlife)
- Dust (from excessive vehicles and trailers)
- Dumping (hazardous waste and unknowns being exposed into the river)
- Road maintenance (additional road maintenance and damages beyond what Uintah City calculates as "normal use")

Brent Poll, 7605 S. 1375 E., and representative of the South Weber Coalition, said he would like the letter he sent to the city to be attached to the minutes (See Attached). He wants the city to consider the ground contamination in the city. He said the city is responsible to protect the health and welfare of the citizens and future citizens of this city. He said you are putting people at risk. He said this is indisputable. He said there is no excuse. He suggested the Planning

Commission read the information and reports. He said people are going to be a potential responsible party.

Gordon Cutler, Mayor of Uintah, said Uintah City has delivered two letters to the city. He said we are concerned about how the RV Park will affect citizens of Uintah. He said there is a lot of activity going on along the Weber River. He said we are not against any type of economic development. He would like the Planning Commission to consider how this will impact Uintah. He said we are worried about traffic on Cottonwood Drive. He said they are also concerned about open pit fires. He said city officials are more than welcome to meet with South Weber City officials. He thanked the Planning Commission for their service.

Jeff Stuart, Weber Pathways Representative, said over the twenty years we have been in existence we are actively involved in building trails. He said one of our master plan projects include the trail from Cottonwood Drive in South Weber City to Riverdale City. He said they have been working for fifteen years to acquire land and right of ways to continue the trail to Highway 89 and Uintah Springs Business Park. He said we don't have strong feelings whether or not the RV Park should be approved but would like the plan to include the trail. He said Mayor Sjoblom has been very active and serves on the committee for Weber Pathways.

Barry Burton, City Planner, memo of 16 May 2019 is as follows:

GENERAL INFORMATION: The Park will consist of 100 sites, 23 of which will be Park Units (tiny homes) that will be rental units with 77 back-in or pull-through spaces. This is well within the number of spaces allowed by the ordinance on an 11.62-acre parcel. There will also be an office building and a restroom/shower building that will be permanent structures. Amenities include a swimming pool and a pickle ball court and, of course, the river trail that will be built by others.

ORDINANCE COMPLIANCE: There are several conditions listed in Section 10.7F.1 of the Zoning Ordinance that I believe have all been met. The only site requirement of 10.7F.2 that has not been met is the requirement for a 100' setback for any sites to a road. The sites are considerably less than 100' from the freeway, but there is a provision in the code that allows the Planning Commission to approve something less. In this case, I don't think the freeway will be impacted in any way and there is a large approx. 70' space from the freeway right-of-way fence to the actual closest travel lane. I believe the Planning Commission has reasonable justification to approve a less than 100' setback on the I-84 side.

OTHER: The main waterline within the site will need to be City owned and maintained and will therefore require an easement be granted to the City for that purpose. Other utilities within the site will be private. The developers are willing to grant an easement along the river for the purpose of a public trail. The trail, however, be built by Weber Pathways at a later date. Therefore, Weber Pathways will need an easement for public use along the trail alignment. We propose that those easements be surveyed after construction in order to have a more accurate description of the locations and that the easements be provided prior to occupancy.

STAFF RECOMMENDATION: I recommend the Planning Commission approve this conditional use/site plan with the reduced setback along the freeway frontage.

Commissioner Walton moved to close the public hearing for Final Approval for Riverside RV Park Conditional Use: At approx. 852 E Cottonwood Ln. (11.85 acres) parcel 13-018-0021 & 07-109-0017 by FM Winkel Family LLC. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, Pitts, and Walton voted aye. The motion carried. Commissioner Johnson said his mother has lived in the Uintah trailer park over the last 30 years. He understands this is an uncontrolled area. He said there have been paint ball wars, transients, dust, etc. He doesn't see any of this happening with an RV Park. He said it will be a controlled area. He said the brush will be removed to remove fire hazard. He said the RV Park will be monitoring trash and liter. He said dead trees will be removed. He said dumping of hazardous waste has been happening for years, but once again this will be controlled. He has been on the Weber Pathways Committee and said there is a great emphasis to continue that trail. He feels there will be an improvement with the quality of the environment. He has seen RV Parks that have been very well managed. He said there will be full hook ups and power. He doesn't think open fires will be allowed in the park. He feels there will be a vast improvement on this property verses what it currently is. He hasn't seen any flooding in the mobile home park.

Commissioner Walton feels the interface between the two cities will be safeguarded. He asked when the city received the two letters. It was stated the city received the letters yesterday.

Tyler Nielsen, of Gardener Engineer, and representing the Winkel family, said the developer sees this project as they will own and maintain it as a family. He said they are quite experienced at running this. He said the owner will look at preserving as many existing trees as he can. He said there has been dumping over the years and they are working to clean it up. He said they have been meeting with South Weber City for six months now. He said during those meetings, Uintah City has been discussed. He said this will be a paved project and there will be no open fires. He sees this project as an effort to clean up the area. He said there will be 24 hour on-site management.

Commissioner Grubb asked about quiet hours. Tyler said he will talk to the owner and get those hours to the city. Commissioner Grubb said the rules should be posted. Tyler said there are no fire pits allowed. Commissioner Grubb said garbage is a big concern. Tyler said there will be at least two dumpsters with one in the middle and one towards the exit. He said there are 6' to 8' tall lights and they will comply with the city ordinance. Barry said it needs to be dark sky compliant. Commissioner Grubb said the patrons need to comply with the dark sky.

Ruben Menna, developer, said there are quiet time rules. He said there is one common area for a fire pit, but there will not be a fire pit on every site. He said grills are only in the common area. Tyler said all the dead trees will be removed. Commissioner Johnson suggested contacting Wildlife Resource to identify which ones need to be removed. Ruben said they have hired two individuals to decide on the trees. He said the quiet hours are 10:00 p.m. to 7:00 a.m.

Commissioner Grubb said the Weber Pathway Trail is part of South Weber City's master plan. He stated the plan requires a 10' path. Jeff Stuart said they need a minimum of 10' and would like 12' to 14'. Commissioner Grubb said the pathway needs to be put in along the frontage. He said the developer should be required to install the pathway with road base. It was stated the pathway is along the north side of the RV Park.

Blair Halverson asked if the developer is going to install the trail. Tyler said it was his understanding that they will provide the easement and Weber Pathways will install the pathway and road base. It was stated that Weber Pathways will be required to maintain the trail. Commissioner Johnson said the path needs to be wide enough for a truck. **Jon Arends, Planning Commission member for Uintah**, said we are not trying to intervene with your decisions, but we are asking for a risk assessment. He asked what will be done with the increased traffic on 6600 South. He asked if Uintah officials can sit down with South Weber officials.

Commissioner Walton said the Planning Commission has discussed several of these items in meetings and he feels they have done their due diligence.

Barry discussed the size of the trail. He feels it is appropriate to have a 15' easement of the trail. Commissioner Grubb wants to make sure the pathway is installed before occupancy. He said the portion that fronts 6600 South needs to be included and completed as part of this on both sides of the entrance.

Commissioner Pitts said the two permanent structures will need elevation certificates. Barry said there has been some discussion, because of the amount of concrete that has been dumped on the property, the developer would like to crush that concrete for the trail. John said they have discussed that. Barry said if you decided to crush it on site, then the developer will need another conditional use permit approval to do that.

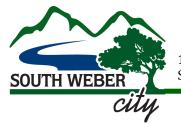
Commissioner Grubb moved to recommend to the City Council the Final Approval for Riverside RV Park Conditional Use: At approx. 852 E Cottonwood Ln. (11.85 acres) parcel 13-018-0021 & 07-109-0017 by FM Winkel Family LLC subject to the following:

- 1. City Engineer, Brandon Jones, letter of 16 May 2019.
- 2. City Planner, Barry Burtons, letter of 16 May 2019.
- 3. 24 hour on site management.
- 4. Removal of dead trees and shrubs as approved by Wildlife Resource hired Arborist Consultant.
- 5. No open fires in individual camp sites.
- 6. Quiet hours 10:00 p.m. to 7:00 a.m.
- 7. Lighting is to follow quiet hour rule and protect dark sky.
- 8. A 15' easement for a 10' path minimum be provided to Weber Pathways prior to occupancy and improved for use prior to occupancy thru this property and along the frontage of 6600 South and Cottonwood Drive.
- 9. RV Park rules must be posted on-site and given to all patrons.
- 10. Developer provide the elevation certificates for two permanent structures.
- **11. Provide easement as installed for the culinary water line.**

Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

Commissioner Johnson would like to be invited to any meetings between South Weber City and Uintah City.

Action on Final Approval for Harvest Park Phase 2 (6 Lots): At approx. 725 E South Bench Drive (2.07 acres) parcel 13-018-0085 by Bruce Nilson, Harvest Park Community LLC: Commissioner Grubb asked Mark Staples, of Nilson Homes, if he has seen the two letters



1600 E. South Weber Drive South Weber, UT 84405 w

Conditional Use Permit #2020-01

Applicant: Riverside RV Park

Proposed Use: RV Park

Address: 855 E Cottonwood Drive, South Weber UT 84405

Zone: Commercial Recreation

Along with compliance to all applicable State and City Code, the Conditional Use Permit has been approved with the following conditions:

- 1. 24-hour on-site management shall be provided.
- 2. Quiet hours shall be from 10:00 p.m. to 7:00 a.m.
- 3. RV Park rules must be posted on-site and given to all patrons. (See attached)
- 4. Management must enforce park rules. Any changes to the park rules shall be provided to the City within 1 week.

Note: City Staff shall have the right to inspect and enforce conditions. Any non-compliance will be subject to a code compliance action and possible revocation of this permit, after notice and a hearing. Any requests for change must be made in writing and approved by the City Council.

The Conditional Use Permit is approved on this 9th day of June 2020.

Applicant, McKay Winkle:
Planning Commission: Rob Osborne, Chair
Fire Department: Derek Tolman, Chief _ Duff _ Ula
City Council: Jolene Sjoblom, Mayor
Attest: Lisa Smith, City Recorder

Riverside RV Park Rules and Regulations

(signed by all extended stay guests, posted at park for overnighters. Summary rules given to overnighters)

1.1 OCCUPANTS

<<Guest (Financially Responsible)>> <<Other Occupant(s)>> <<Space>>

1.2 CHILDREN

All children under age 14 must have adult supervision at all times. Children are required to be accompanied by a responsible adult in or around the pool area, comfort stations, playgrounds, pet area and clubhouse.

For their safety, do not allow children around other RVs and vehicles.

1.3 BEHAVIOR

All illegal, abusive, disorderly, violent or harassing conduct by a resident or their guests, including but not limited to abusive and or/ foul language, sexual explicit comments towards other residents or any representative of company, subcontractors or 3rd party affiliates is prohibited.

Guests are expected to treat other patrons and park staff with courtesy. Any behavior deemed inappropriate or a nuisance will result in immediate ejection from the park. The possession, sale or use of any illegal drug or drug paraphernalia within the premises or on any other part of park is prohibited and will result in immediate ejection from the park.

1.4 FIRES AND FIREWORKS

No fires are allowed at individual spaces or at any other location in the park except for the public fire pit by the office. Fireworks are NOT permitted anywhere in the park at anytime during the year.

1.5 PARKING

Parking rules are strictly enforced. Towing fees are set by state law. Any violation of these parking rules will result in towing of vehicles at vehicle owner's expense. All registered vehicles must have a parking permit issued by the office. One free parking permit is allowed per site for parking at your site. One additional permit, if available, may be purchased per site for a monthly fee determined by assigned parking space size/location.

Parking permits must be visibly displayed in windshield. If parking permit is lost, a replacement may be obtained for a \$10 fee. Vehicles are not permitted to be parked on undesignated grassy area as to avoid damage to sprinklers and grass. No parking except in designated areas and with valid parking permit. Parking in empty RV sites is by permit only. Violators will be towed at vehicle owner's expense.

Overflow parking is designated for vehicles only. Storage units, boats, and trailers are not permitted in the campground. If you receive a notice and units are not removed, the unit will be towed at owner's expense or booted.

Park entrances and common areas are not be obstructed at any time.

Please refer to the bottom of this notice for information on off-site storage options.

1.6 BOOTED UNIT / VECHILE

The boot may be used as an alternative for a delinquent account at least one week overdue and for any vehicle in violation of parking rules or for vehicles not authorized to be in the park.

Once boot is placed on any unit or vehicle there will be a \$50 fee for removal on top of any unpaid balance.

Please keep in mind this is only an alternative that may be used. Towing will still be utilized and will be at vehicle owner's expense.

1.7 CLEAN AND TIDY SPACE

All residents are responsible to keep their site clean and uncluttered. RVs older than 15 years require managerial approval. Nothing should be stored around or under the RV/cabin, this includes but is not limited to coolers, storage bins, lumber, tires, clothes lines, potted plants, tool boxes, etc. Rugs that may damage grass are prohibited.

No trash bags are to be left outside and must be disposed of in trash containers located in the park. Unless expressly permitted by Park Manager in writing, Resident shall not display any signs, pennants, placards, advertisements, notices, pictures, ornaments, stickers, handbills, or other displays so as to be visible on the outside of the Recreational Vehicle or any other part of the Facility.

Residents are responsible for the disposal and clean up of their pets in all areas of the park. This includes the pet walk area, common areas and residents designated RV space.

Violations not cured after notice is given will result in fines of \$50 dollars charged to your account. Persistent violations will result in rent increase of \$50 per month (which will not be reduced even after violations are cured) and/or termination of your stay in the park.

1.8 SPEED LIMIT

A speed limit of 10 MPH is strictly enforced in the park. Please slow down and take caution when driving through the park.

1.9 QUIET HOURS

Quiet hours are from 10 PM to 7 AM. Any non-compliance by patron or anyone associated with your RV/site (including visitors and pets) may result in termination of your stay in the park. No unreasonable disturbances are allowed within the park due to loud voice, music, stereos, speakers, televisions, computers, phones or any other device. All noise-emitting devices are to be turned off when leaving the premises. Exterior lights shall also follow the Quiet Hours to protect dark sky

1.10 WINTERIZING

Heat Tape is required on external hoses from late September - April. This will protect water lines from freezing. Heat Tape must run from the faucet along the entire length of your hose. When using electric heaters, ensure they do not exceed half the amperage allowed by your RV's electrical system. If you choose to skirt your RV, only official RV skirting is allowed. No foam board, plywood, tarps, or other unsightly materials are allowed. Riverside RV Park will not be responsible for any damage to patrons RV as a result of freezing.

1.11 MAIL

Mail will NOT be accepted in the office, this includes packages as well.

1.12 VISITORS

Visitors must follow all campground rules. If issues arise, the registered guest is responsible for their behavior and may be fined and/or have their stay in the park terminated.

Visitors not registered and paid for may not stay overnight. Visitors of guest must pay \$10.00 per visitor per night for any visitor over age 6. Unpaid/unregistered guests in your site will be charged to your account and/or they will be asked to vacate the premises as trespassers.

Visitors' vehicles are subject to the parking policy, and violators will be towed at vehicle owner's expense. Without prior written consent of the park manger, no more than eight (8) guests or visitors are to be present at any time within the premises of the park.

1.13 SOLICITING

Patrons are not to conduct any business in or from the premises. Solicitation of any other tenants or park staff is not permitted. Soliciting is not permitted in the park.

1.14 CABINS

Smoking and pets are prohibited in all cabins. All cabin guests are to follow all campground rules.

If any rules are violated, including no smoking/no pet policies, your stay may be terminated and your deposit may be forfeited. In addition, you may be charged for all damages caused to the cabin.

1.15 CLUBHOUSE / OFFICE

This is a common area for guests. Please be courteous to one another.

Recreational equipment such as basketball, Pickleball, or other equipment can be checked out at the office but must be returned to the office after use. Failure to return equipment will result in a fine and future use will be prohibited. Business center use is available on a first come first serve basis. Do not disturb those around you with music, phone calls, etc. This is a public space and as such no inappropriate content shall be viewed. No Smoking permitted in any office or restroom building.

1.16 RESTROOMS

Restrooms are for registered guests only. Please do not share your restroom codes with anyone outside of registered guests on your site. Please accompany your children while using the restroom facilities. Restrooms facilities, including toilets and sinks are for their ordinary purpose only and are not to be used to dispose of trash, rags, garbage or other items that are likely to clog them. Facilities are not to be used to clean dishes, clothing, or any other objects.

Please be considerate of other guests. Park reserves the right to impose a time limit for use of the restroom facilities. No smoking permitted in restrooms

1.17 PETS

Residents are responsible for their animals at all times while in the park. This includes the disposal and clean up in all areas of the park including around their RV space. Leashes shall not exceed 6 feet in length and pets are required to be on leash at all times and are not to be left unattended. Pets, except for service animals) are not permitted in the office, park area, swimming pool, or comfort stations.

1.18 POOL

- Swim at your own risk. There is no life guard on duty
- Pool is reserved for registered guest only

- Shower before entering pool
- No glass in pool area
- No pets allowed
- No running or rough play
- Only those wearing actual swimwear are allowed to enter the water in the pool
- Any child under the age of 2 or not potty trained is required to wear a swim diaper. These can be purchased in the office
- No children under 14 permitted in the pool area without an adult
- No Food/No Alcohol/No Smoking
- Pool hours 10:30 AM -8:30 PM

1.19 PLAYGROUND

- Children should not be left unattended
- No pets allowed
- Smoking is prohibited
- No rough play
- Hours 9AM to Dusk

1.20 MISCELLANEOUS

Sewer connections must be sealed and no leaks from sewer or water connections are allowed. If this needs attention from our park staff please contact the office.

ATVs may not be ridden in the park.

Laundry facilities are in the comfort station. No clotheslines, drying racks, or hanging of clothes outside is allowed.

Servicing or washing of RVs or vehicles in the park is not permitted

Residents will act reasonably to conserve water and energy.

1.21 ACKNOWLEDGEMENT

All registered guests at least 18 years old are required to sign Campground Rules. By registering and/or signing below, I certify that I agree to abide by all of the Campground Rules contained herein and understand that my violation of these rules may result in fines, penalties, termination of my stay, or appropriate legal action.

X______ Signed <<Guest (Financially Responsible)>>

X_____

Signed <<Other Occupant(s)>>



MEMORANDUM

TO: South Weber City Mayor and City Council

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

Sponton H. Jone

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

RE: 2020 STREETLIGHT INSTALLATION PROJECT

Date: May 29, 2020

Yesterday, on May 28, 2020 at 2:00 pm., bids were opened for the 2020 STREETLIGHT INSTALLATION PROJECT. Five bids were received. The results of the bidding are shown on the enclosed Bid Tabulation. We have checked the bids and found a few minor errors. However, these errors did not change the ranking of the bids.

The project entails installation of new city-purchased streetlights in subdivisions where developers have previously paid for them. There will be 18 residential and 21 intersection style streetlights installed. We have reviewed all bids and recommend that the Council award the project to **BIG BEAR ELECTRIC** with their bid of **\$183,980.00**. This recommendation is based upon the contractor's experience in doing similar work, as well as a favorable recommendation from our streetlight supplier, Carson Fillin (SSCO). Carson has been involved in several other projects with Big Bear Electric and highly recommends them.

If the Council agrees with this recommendation, please pass a motion accepting the bid and awarding the project contract to BIG BEAR ELECTRIC with their respective bid. We will provide the Notice of Award and Contract Agreement for the City and Contractors to sign. In addition to these documents, the contractor is also responsible to submit Performance and Payment Bonds, and Insurance Certificates within 10 days following Notice of Award.

When these documents have been received, we will schedule a Preconstruction Conference. At this conference we will issue a Notice to Proceed and discuss the construction details with the contractor prior to beginning the work. The date for Substantial Completion is October 31, 2020.

BID TABULATION

South Weber City 2020 Streetlight Installation Project

Bid Opening: May 28, 2020 @ 2:00 pm, Virtual

				ENGINEER'S	5 ESTIN	MATE	Big	Big Bear Electric Inc. Hunt Electric		B. Jackson Construction & Engineering Inc.			Sorensen, Craig F. Construction Inc.			Royalty Services Group Inc.				
Item	Description	Qty Unit	U	Jnit Price		Total	Unit P	Price	Total	ıl	Unit Price	Total	Unit Price	Total	Unit I	rice	Total	Unit Price		Total
1 M	obilization	1 LS	\$	10,000.00	\$1	10,000.00	\$ 5,5	500.00	\$ 5,50	00.00	\$ 2,968.00	\$ 2,968.00	\$ 6,000.00	\$ 6,000.00	\$7,	30.00	\$ 7,630.00	\$ 30,626.00	\$	30,626.00
2 Tra	affic control	1 LS	\$	7,000.00	\$	7,000.00	\$ 6,8	850.00	\$ 6,85	50.00	\$ 14,057.00	\$ 14,057.00	\$ 10,400.00	\$ 10,400.00	\$ 1,	25.00	\$ 1,825.00	\$ 2,800.00	\$	2,800.00
3 Ne	ew 1 $\frac{1}{2}$ " Sch. 40 PVC electrical conduit and cable	3,400 lf	\$	10.00	\$ 3	34,000.00	\$	26.00	\$ 88,40	00.00	\$ 18.75	\$ 63,750.00	\$ 26.00	\$ 88,400.00	\$	26.50	\$ 90,100.00	\$ 60.28	\$	204,952.00
4 Ne	ew electrical junction box	67 ea	\$	750.00	\$ 5	50,250.00	\$ 4	450.00	\$ 30,15	50.00	\$ 319.00	\$ 21,373.00	\$ 850.00	\$ 56,950.00	\$	50.00	\$ 50,250.00	\$ 441.78	\$	29,599.26
5 Ne	ew electrical splice box	1 ea	\$	750.00	\$	750.00	\$ 4	450.00	\$ 45	50.00	\$ 940.00	\$ 940.00	\$ 850.00	\$ 850.00	\$	05.00	\$ 705.00	\$ 684.32	\$	684.32
6 Ins	stall City-furnished Residential streetlight (LP-1) complete	18 ea	\$	2,000.00	\$ 3	36,000.00	\$ 9	950.00	\$ 17,10	00.00	\$ 1,523.00	\$ 27,414.00	\$ 1,700.00	\$ 30,600.00	\$ 2,2	00.00	\$ 39,600.00	\$ 1,656.66	\$	29,819.88
7 In:	stall City-furnished Intersection streetlight (LP-2) complete	21 ea	\$	2,500.00	\$ 5	52,500.00	\$ 9	950.00	\$ 19,95	50.00	\$ 1,847.00	\$ 38,787.00	\$ 2,000.00	\$ 42,000.00	\$ 2,4	75.00	\$ 51,975.00	\$ 2,310.56	\$	48,521.76
8 Re	emove and dispose of existing concrete flatwork	1,200 sf	\$	4.00	\$	4,800.00	\$	5.00	\$ 6,00	00.00	\$ 9.23	\$ 11,076.00	\$ 4.00	\$ 4,800.00	\$	5.00	\$ 6,000.00	\$ 5.60	\$	6,720.00
9 Ne	ew 6" concrete flatwork (drive approaches & sidewalk)	400 sf	\$	5.00	\$	2,000.00	\$	8.25	\$ 3,30	00.00	\$ 19.97	\$ 7,988.00	\$ 13.00	\$ 5,200.00	\$	15.00	\$ 6,000.00	\$ 12.60	\$	5,040.00
10 Ne	ew 4" concrete flatwork (driveways)	800 sf	\$	7.00	\$	5,600.00	\$	7.85	\$ 6,28	80.00	\$ 17.74	\$ 14,192.00	\$ 11.00	\$ 8,800.00	\$	14.00	\$ 11,200.00	\$ 8.82	\$	7,056.00
		TOTAL (Items 1-10)	\$		20	02,900.00	\$	·	183,98	80.00	\$	202,545.00	\$	254,000.00	\$		265,285.00	\$		365,819.22

Project Engineer ______

Date 5/28/2020

RESOLUTION 2020-24

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING STREETLIGHTS INSTALLATION CONTRACT

WHEREAS, South Weber City passed ordinance 19-03 on February 12, 2019 changing to City owned and maintained streetlights henceforth with the goal of eventually replacing existing lights; and

WHEREAS, the styles of lights were chosen and a request for proposals was advertised; and

WHEREAS, on April 16, 2019 Steven Sales Company was awarded the contract to provide the streetlights; and

WHEREAS, purchase of 18 residential and 21 intersection lights was authorized on February 25, 2020 and shipment has been received by the City; and

WHEREAS, the lights need to be installed, therefore bids were advertised per state requirements and were opened by City Engineer, Jones and Associates on May 28, 2020; and

WHEREAS, Engineer Brandon Jones has made a careful evaluation of the five bids received and has recommended acceptance of the bid from Big Bear Electric in the amount of \$183,980.00;

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

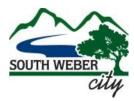
Section 1. Award: The Streetlight Installation Contract is hereby awarded to Big Bear Electric in the amount of \$183,980.00.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day of June 2020.

Roll call vote is as follows:							
FOR	AGAINST						
FOR	AGAINST						
FOR	AGAINST						
FOR	AGAINST						
FOR	AGAINST						
	FOR FOR FOR FOR						

Jo Sjoblom, Mayor



Council Meeting Date: June 9, 2020

Name: Mark McRae

Agenda Item: 12

Objective: Fraud Risk Assessment

Background: The State Auditor has issued a new requirement that each local government entity will need to complete an annual Fraud Risk Assessment (Assessment) before the end of each fiscal year starting with the current fiscal year. The governing board of each entity may assign a board member, staff member, volunteer, or paid professional to complete the Assessment on their behalf. However, the Chief Administrative Officer and Chief Financial Officer must certify the Assessment. The completed and certified Assessment must be presented to the governing board prior to the end of the fiscal year. Tonight's discussion is for the council to assign an individual to complete this assessment.

Summary: The city council will make the assignment to complete the State's Fraud Risk Assignment.

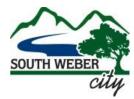
Committee Recommendation: na

Planning Commission Recommendation: na

Staff Recommendation: Assessment to be completed by the Finance Director.

Attachments: na

Budget Amendment: na



Council Meeting Date: June 9, 2020

Name: David Larson

Agenda: Legal Services Contract

Objective: Engage a Law Firm to Assist in Land Use Matters

Background: South Weber City is need of legal advice from a firm with land use expertise. Staff has reached out to firms with known experience in these matters and received offers from 3 different firms: Snow Christensen & Martineau, Parsons Behle & Latimer, and Jones Waldo.

After a review of each firms experience and qualifications, discussions with the individual attorneys who would be working with the City, and an evaluation of the hourly rates of each firm, staff recommends engaging the services of Snow Christensen & Martineau.

Although all 3 firms have knowledge and experience that would benefit South Weber City, Snow Christensen & Martineau will provide a 3-person team of experienced attorneys at the lowest hourly rate of the 3 firms.

Summary: Consider Engaging the Legal Services of Snow Christensen & Martineau

Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: Engage with Snow Christensen & Martineau

Attachments: Engagement Letter

Budget Amendment: n/a

RESOLUTION 2020-25

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES

WHEREAS, South Weber City adopted Ordinance 19-12 enacting regulations pertaining to short-term or vacation rentals on May 14, 2019; and

WHEREAS, enforcement of the code has proven troublesome with threats of litigation; and

WHEREAS, the Council expressed a desire to consult with an attorney specializing in land use and directed the City Manager to search for a qualified candidate; and

WHEREAS, City Manager David Larson rigorously searched and is recommending Snow Christensen & Martineau for consideration; and

WHEREAS, an engagement letter which clarifies terms and condition along with related fees has been provided; and

WHEREAS, Council has reviewed the engagement letter and accepts the terms;

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

Section 1. Approval: The contract and fee agreement for legal services provided by Snow Christensen & Martineau is hereby approved as attached in Exhibit 1.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day of June 2020.

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

Jo Sjoblom, Mayor

RES 2020-25 Legal Service

EXHIBIT 1 ENGAGEMENT LETTER SNOW CHRISTENSEN & MARTINEAU



Dani N. Cepernich LAWYER Direct: 801.322.9264 Cell: 707.761.0209 dnc@scmlaw.com

May 21, 2020

Via Email to: dlarson@southwebercity.com

David J. Larson City Manager, South Weber City 1600 East South Weber Drive South Weber City, UT 84405

RE: Engagement Letter

Dear David,

Thank you for considering Snow Christensen Martineau and particularly our Land Use Practice Group to assist you with some of the land use issues and challenges currently facing the City, including the short-term rental and CUP issues we discussed briefly during our recent zoom conference. The purpose of this letter is to describe and confirm the basis on which we will provide legal services.

Client. Our client in these matters will be South Weber City (the "City" or "You" herein).

Scope of Engagement. We anticipate being initially engaged to represent the City in connection with the short-term rental and CUP disputes mentioned above, and that you and I have discussed in more detail. This will involve consultation and advice, and, as requested by you and the City Council, representation of the City in potential litigation arising from those issues. We will also be available to the City to consult on various land use, planning and zoning matters as they may arise from time to time at your request.

We have agreed that our engagement is limited to performance of services related to representing the City in the consultation and specific litigation as the City may request from time to time. To the extent you wish to engage our services in the future in other matters outside this stated scope of engagement, a separate writing would be required so that we and you will clearly understand the scope of services we are expected to perform on your behalf. Unless other arrangements are made, any additional engagement will be subject to the terms of this engagement letter. Because we are not acting as your usual City Attorney, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter.

Michael R. Carlston Samuel Alba Shawn E. Draney Rodney R. Parker Richard A. Van Wagoner Andrew M. Morse Robert C. Keller Camille N. Johnson Elizabeth L. Willey E. Scott Awerkamp Korey D. Rasmussen David L. Pinkston Ruth A. Shapiro Brian P. Miller Keith A. Call Heather S. White Robert W. Thompson Scott H. Martin Bradley R. Blackham D. Jason Hawkins Richard A. Vazquez P. Matthew Cox Steven W Beckstrom Scott Young Nathan A. Crane Scott C. Powers Christopher W. Droubay Nathan R. Skeen Dani N. Cepernich Adam M. Pace Jeremy S. Stuart Nathanael J. Mitchell Jonathan G. Miller Matthew B. Purcell Erik R. Hamblin Scott A. Elder Andrew L. Roth Bryson R. Brown Amanda B. Mendenhall Erika M. Larsen Kendra M. Brown

OF COUNSEL

A. Dennis Norton John E. Gates Max D. Wheeler Michael T. Lowe David W. Slaughter Daniel D. Hill Dennis V. Dahle Maralyn M. English Robert B. Cummings May 21, 2020 Page 2

Fees. The principal basis for the fees we will charge for our representation will be the amount of time spent on the matter by the lawyers you met on our zoom conference, multiplied by their individual hourly billing rates. Although staffing decisions sometimes change, we presently plan to staff your case with the following professionals:

Name	Hourly Rate
Robert C. Keller	\$280
Dani N. Cepernich	\$250
Nathan M. Mitchell	\$235

Our billing rates are determined by the novelty and difficulty of the questions involved; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved; and the results obtained. They are subject to change from time to time after notice to and consultation with you. You agree to compensate us at these rates for services we render on your behalf.

Expenses. We will include on our statements separate charges for performing services, such as photocopying, messenger and delivery service, computerized research, travel, and long-distance telephone and fax charges, and search and filing fees. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. You also agree to pay the charges for copying documents for retention in our files. On occasion, and after consultation with you, it may be necessary to for us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in litigation. Their fees and expenses generally will not be paid by us, but will be billed directly to you. You agree to pay those expenses within 30 days of receipt.

Estimates. At this juncture the fees and costs relating to our representation are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete the matters described above. Any estimate of fees and costs that we may discuss will be our best estimate of such fees and costs. It is also expressly understood that the Client's obligation to pay the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Payment of Statements. Our billing statements are due and payable upon receipt because there is generally a time lag between the rendering of our services and the submission of our statement. We ask for and expect payment of our statements on a current basis, as delayed payment adds to our overall costs of doing business. All past due amounts bear interest at the rate of 16% per annum if more than 60 days past due, retroactive to the date of invoice. If any statement remains unpaid for more than 90 days, we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

Client Responsibilities. You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed with

May 21, 2020 Page 3

complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, e-mail address, or other relevant changes. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you.

Electronic File Storage and Communication. The Firm uses cloud-based services for document and file storage and email for communication. You and the Client consent to our use of cloud-based services and storage of our documents and files and email for communications, including confidential communications.

Advice about Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action or litigation and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of their best professional judgment only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Termination of Engagement. The Client may at any time terminate our services and representation upon written notice to us. Such termination shall not, however, relieve the Client of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Client through the date of termination.

We also reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation of the Client in this matter will terminate upon our sending you our final statement for services rendered. At your request, your papers and property will be returned to you. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the

May 21, 2020 Page 4

right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement without further notice to you.

Entire Agreement. This agreement contains the entire agreement of the parties with respect to its subject matter and no modification or waiver of any provision hereof shall be valid unless it be in writing and signed by both parties. The agreement shall be construed in accordance with the laws of the State of Utah.

As we discussed briefly, the attorney-client relationship works best when there is a mutual understanding about the nature and scope of representation, fees and payment terms. Please review this letter carefully and get back to us with any questions or concerns. Because we want you to feel this agreement was made at arm's length, we advise and recommend that you have your City Attorney or other independent legal counsel to review and advise you on the terms of this agreement. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin our representation as described above.

Our goal has always been and will continue to be to provide outstanding legal services in the most cost-efficient manner possible. If at any time you wish to discuss either our billing policies and procedures generally or a specific billing statement, we encourage you to contact us.

Sincerely,

SNOW CHRISTENSEN & MARTINEAU

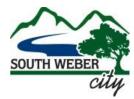
Dani N. Cepernich

cc: Robert C. Keller Nathan M. Mitchell

AGREED TO AND ACCEPTED:

South Weber City

By: _____ David J. Larson City Manager



Council Meeting Date: June 9, 2020

Name: David Larson

Agenda: Northern City Boundary

Objective: Review & Discuss City Boundary Working Group Progress

Background: Uintah City recently approached South Weber City about discussing the two cities' common boundary. Mayor Sjoblom, City Manager David Larson, and City Planner Barry Burton met with representatives from Uintah City on May 5 and determined that a joint working group with 4 representatives from each city would get together and develop a joint resolution between both cities that would clarify the boundary and could go before both City Councils for consideration.

South Weber City's representatives on the working group are Mayor Sjoblom, Barry Burton, Councilmember Blair Halverson, and Planning Commission Chair Rob Osborne. They met with Uintah City representatives as a working group on May 21 to begin discussions. Mayor Sjoblom reported on those discussions during the May 26 City Council Meeting.

Tonight's discussion item is a chance for the entire City Council to provide input to the members of the working group as they continue to represent the City in discussions with Uintah City as they prepare a joint resolution to come before the Council at a future date.

Summary: Review & Discuss City Boundary Working Group Progress

Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: n/a

Attachments: n/a

Budget Amendment: n/a