



7904 S. 1530 W. | West Jordan, UT 84088 | 801-542-0504 | sales@mopallc.com

South Weber Fire Department

US Digital Designs Fire Station Alerting

*** Pricing is for Fire Station equipment only ***

*Dispatch Costs will be Determined after Agreement
with Layton City Fire Department and Dispatch*

Attention:
Fire Chief Derek Tolman
Captain Cole Fessler

Quote Date:

~Version 3~

December 1, 2021

~ Quote valid for 90 days ~

Presented by: Michael Bain

**Due to Manufacturer shortages, specific brands and/or models might not be available and will be replaced with comparable equipment.*

Public Safety & Two-Way Radios | Structured Cabling | Business and Public Safety IT
Cellular & Public Safety Repeaters | Telecomm | Audio/Video | Security Cameras

FIRE STATION CORE BASIC SYSTEM

USDD STATION SYSTEM								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	EA	USDD	1	G2 VOICE ALERT - Single Station License. One-Time/Perpetual <i>(unless further USDD modification is needed)</i>	VA	\$1,030.00	\$927.00	\$927.00
SC1	KIT	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available	ATX	\$21,750.00	\$19,575.00	\$19,575.00
SC3	KIT	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$54.00	\$48.60	\$48.60
UPS	EA	MOPA	1	Cyberpower OR1500LCSRTXLTU UPS	OR1500	\$725.00	\$650.00	\$650.00
SS3-7	EACH	USDD	1	USDD Project Management and Design System Services	ST-SU	\$2,744.63	\$2,195.63	\$2,195.63

STANDARD STATION EQUIPMENT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP500	EACH	AMP	1	2-Channel 500W 70 Volt Amplifier. External, Standard	CH500W70V	\$1,899.99	\$1,449.99	\$1,449.99
ANT	KIT	MOPA	1	VHF Base Antenna, LMR400 Cabling, Polyphaser, and Wall Mount Kit	MISC	\$649.00	\$649.00	\$649.00
RADIO	KIT	RADIO	1	VHF Mobile Two-Way Radio with Power Supply	MISC	\$449.00	\$399.95	\$399.95
NET	KIT	CP	1	3-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem), 12V power supply, Cellular and WiFi antennas, North America - NASPO Pricing <i>**Customer required to set up unlimited data account with cell carrier (example: Verizon charges \$49/month for unlimited service on public safety state contract)</i>	MAA3- 0900120B-NA	\$1,303.52	\$982.39	\$982.39
L1	EACH	MOPA	1	USDD G2 ATX Fire Station Install with Programming with Base Install Price.	LABOR	\$5,900.00	\$4,869.18	\$4,869.18
L1	EACH	MOPA	1	Labor to install Antenna, Cabling, Amp and Radio.	LABOR		\$1,000.00	\$1,000.00
L1	EACH	MOPA	0	Roof Penetration for Antenna <i>*Rubber membrane Will Require a Local Roofer to apply Roof Jack (additional)</i>	LABOR		\$0.00	\$0.00

FIRE STATION EQUIPMENT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
AP15	EACH	AP	2	Surface Mount Paging Horn • Back Outside Bay • Front Apron	AP15	\$170.00	\$146.85	\$293.70
AT35	EACH	ATLAS	2	VOLUME CONTROL – Atlas Sound 35-Watt Volume Control with Wall Plate in – • Upstairs • Downstairs	AT35	\$53.99	\$46.90	\$93.80
SP15	EACH	USDD	1	LED Speaker or Speaker and Can Light in Dorm Room/Office • Office [105]	SPK-LED- FM	\$325.00	\$292.50	\$292.50
SP21	EACH	MOPA	6	Strobe Light / Red LED Main Floor • 2 - Exercise Room [116] • Bathrooms [109, 110] Second Floor • Bathrooms [[208, 210]	550	\$550.00	\$375.50	\$2,253.00
DRBL1	EACH	MOPA	1	DOOR BELL CONTACT SWITCH • One Included with Installation	PART	\$385.00	\$55.00	\$0.00
L2	EACH	MOPA	1	Cabling, Installation, Labor, and Programming	LABOR			\$2,623.00

FIRE STATION SYSTEM TOTAL

CORE BASIC SYSTEM

USDD STATION SYSTEM	\$23,396.23
STANDARD STATION EQUIPMENT	\$9,350.51
SHIPPING	\$650.00
SUB TOTAL	\$33,396.74

STATION EQUIPMENT

STATION #	\$5,555.30
SHIPPING	\$215.00
SUB TOTAL	\$5,770.30

Fire Station System Total \$39,167.04

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G2 Fire Station Alerting System

OPTIONAL Station Equipment

OPTIONAL STATION EQUIPMENT

List is not all inclusive, additional items and services are available. Pricing is for Equipment only. Labor will be added separately.

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP2	EACH	USDD	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$725.00	\$652.00	\$0.00
SP3a	EACH	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$975.00	\$877.50	\$0.00
SP4	EACH	USDD	0	G2 I/O Remote Module w/ 8 in & 8 out	IOR	\$1,275.00	\$1,099.67	\$0.00
SP7	EACH	USDD	0	G2 Message Remote 2 Module (2017 Version 2)	MR2	\$1,275.00	\$1,147.50	\$0.00
SP9a	EACH	USDD	0	G2 Message Sign (Digital LED) MINI GammaSign, 12" active screen width, turnout timing only	MS-G-M	\$915.00	\$823.50	\$0.00
SP9b	EACH	USDD	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$1,050.00	\$945.00	\$0.00
SP9c	EACH	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$1,575.00	\$1,417.50	\$0.00
SP9d	EACH	USDD	0	MS-G Adapter Plate, SINGLE, VESA 100 joins (1) MS-GS (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$38.00	\$34.20	\$0.00
SP9e	EACH	USDD	0	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MSG-S(or-E) to any standard mount with VESA 100-hole patterns (mount not included)	MS-AP-D	\$49.00	\$44.10	\$0.00
SP9f	EACH	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T- Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$73.00	\$65.70	\$0.00
SP11	EACH	USDD	0	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$287.00	\$258.30	\$0.00
SP12a	EACH	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$2,025.00	\$1,822.50	\$0.00
SP12d	EACH	USDD	0	RR2 Surface Mount Back Box for SURFACE MOUNT (hard-wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$175.00	\$157.50	\$0.00
SP15	EACH	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED- FM	\$325.00	\$292.50	\$0.00
SP16	EACH	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED- SM	\$325.00	\$292.50	\$0.00
SP17a	EACH	USDD	0	G2 SPEAKER – OmniStrobe Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High- Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OMS	\$815.00	\$733.50	\$0.00
SP17b	EACH	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket/ BEAM FLANGE CLIP for mounting directly onto an exposed (1/8-14") I-Beam	SPK- OAS- BFC	\$13.00	\$11.70	\$0.00
SP17c	EACH	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket/DROP CEILING BRACKET- For mounting directly to T-Bar in Suspended Ceiling	SPK- OAS- DCB	\$48.00	\$43.20	\$0.00
SP17d	EACH	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket/ SURFACE MOUNT for mounting directly to hard ceiling	SPK- OAS- SMB	\$42.00	\$37.80	\$0.00
SP19	EACH	USDD	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W- SM	\$310.00	\$279.00	\$0.00
SP20	EACH	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$53.00	\$47.70	\$0.00

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP180	EACH	JBL	0	JBL 80 Watt 70 Volt Amplifier, External, Standard	CSMA- 180	\$899.00	\$749.00	\$0.00
SP280	EACH	JBL	0	JBL 80 Watt 2 Channel 70 Volt Amplifier, External, Standard	CSMA- 280	\$1,249.00	\$999.00	\$0.00
SP500	EACH	CROWN	0	2-Channel 500W 70 Volt Amplifier. External, Standard	CDi1000	\$1,899.99	\$1,449.99	\$0.00
SPRS4	EACH	PMSPKR	0	SPEAKER - STANDARD, Pendant Mount, 70v	RS4	\$199.00	\$169.00	\$0.00
SPSM4	EACH	SMSPKR	0	SPEAKER - STANDARD, Surface Mount, 70v	SM4	\$204.00	\$159.00	\$0.00
SPEZ8	EACH	STSPKR	0	SPEAKER - STANDARD, FLUSH Mount, 70v	EZ8	\$199.00	\$149.00	\$0.00
JFCSS	EACH	ICSPKR	0	IN-CEILING SPEAKER - STANDARD, 8" Dual Cone, 70v 25w	JF-CSS8008	\$54.99	\$45.69	\$0.00
ATS8	EACH	TB	0	Tile Bridge for In-Ceiling Speakers	ATS818R	\$25.50	\$18.50	\$0.00
GAS	EACH	MOPA	0	Gas Solenoid Valve with Reset Switch for Stove or Grill. Includes Reset Switch.	GAS	\$1,350.50	\$1,350.50	\$0.00
SP21	EACH	MOPA	0	Strobe Light / Red LED	550	\$530.00	\$365.50	\$0.00
STOVE	EACH	MOPA	0	50 Amp Two Pole Contactor Relay Switch, and Reset Switch for Stove.	TPE	\$1,250.50	\$1,250.50	\$0.00
ANT	KIT	MOPA	0	VHF Base Antenna, LMR400 Cabling, Polyphaser, and Wall Mount Kit	MISC	\$649.00	\$649.00	\$0.00
RADIO	KIT	VHF	0	800MHz VHF Two-Way Radio with Power Supply	MISC	\$449.00	\$399.95	\$0.00

CUSTOM LIGHTING								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
C1	EACH	MOPA	0	LED CAN LIGHT with installation (For stations with Drop Ceiling)	MISC	\$349.00	\$225.00	\$0.00
DIMMER	EACH	LUT	0	LIGHTING CONTROL DIMMER and RELAY	MISC	\$449.00	\$399.95	\$0.00

**Due to Manufacturer Shortages, specific brands and/or models might not be available and will be replaced with comparable equipment.*

COSTS FOR STATION CONFIGURATION AND START-UP, PROJECT MANAGEMENT, STATION ENGINEERING, AND DESIGN ARE BASED ON THE CORE BASIC SYSTEM ONLY. THESE COSTS WILL INCREASE IF CUSTOMER DETERMINES THAT ADDITIONAL COMPONENTS ARE NEED TO BE ADDED TO THE STATION DESIGNS, AND CANNOT BE QUOTED UNTIL SUCH STATION DESIGNS ARE DONE.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or MOPA and USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current MOPA and USDD Warranty Statement and Service Agreement. MOPA and USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. MOPA and USDD Cannot warrant nor support any system not using MOPA and USDD-approved UPS Battery Backup. MOPA and USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, MOPA and USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support include Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by MOPA and USDD. MOPA and USDD Cannot warrant nor support any system not using MOPA and USDD-approved UPS Battery Backup. MOPA and USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, MOPA and USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by MOPA and USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, MOPA and USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - MOPA and USDD can source, qualify, train, and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced, and supported by MOPA and USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included, or budgeted for in this proposal.
- 09 - MOPA and USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to MOPA and USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring, and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - MOPA and USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. MOPA and USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than MOPA and USDD shall render this limited warranty null, void and of no further effect

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

*Backup/disaster-recovery dispatch systems have been requested and included in this proposal.

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

13-018-0021

E 3312289 B 7632 P 206-219
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/05/2020 09:39 AM
FEE \$0.00 Pgs: 14
DEP RT REC'D FOR SOUTH WEBER CITY

**DEVELOPMENT AGREEMENT
FOR RIVERSIDE RV PARK
IN SOUTH WEBER CITY**

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as of this 9th day of June, 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.

*Development Agreement for Riverside RV Park
in South Weber City*

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. **Incorporation of Recitals and Exhibits.** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.
2. **City Laws and Purpose.** 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. **Approval.** 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

*Development Agreement for Riverside RV Park
in South Weber City*

- 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. **Flood Plain.** 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. **Culinary for Outdoor Use.** 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. **Stream Alteration Permit.** A Stream Alteration Permit from the State is required for any qualifying activity along the Weber River.
 8. **Trail.** 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. **Water and Sewer Responsibility.** 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. **Storm Drain.** 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. **Cottonwood Drive Waterline Project.** 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.

*Development Agreement for Riverside RV Park
in South Weber City*

- 11.1 Owner's Contribution. 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 City's Responsibility. 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. Fire Flow. 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. Transportation Utility Fee. 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.
- 13.1 ERU Calculation. 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]

Development Agreement for Riverside RV Park
in South Weber City

ERU Calculation

Short-Term Stay

Long-Term Stay

ERU

Trip Rate = 0.27

Trip Rate = 0.59

Trip Rate = 0.87

$$(\#STS \times 0.27) / 0.87 \rightarrow \#STS \times 0.31 = STS:ERUs$$

+

$$(\#LTS \times 0.59) / 0.87 \rightarrow \#LTS \times 0.68 = LTS:ERUs$$

=

Total ERU's

(round to nearest whole #)

Example: Total Sites = 102, #STS = 60, #LTS = 42

$$60 \times 0.31 + 42 \times 0.68 = 47 \text{ ERUs}$$

- 13.2 Long-Term Stays and ERU Adjustment. The Owner may adjust the number of LTS up or down. It shall be the Owner's responsibility to report the number of STS and LTS to the City on a monthly basis. 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. Parking. 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 Patrons. 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 Employees. Employees of the Owner, Development, or management company that runs the Development shall not be subject to Maximum Stay Period or Leave Period.
16. Cabin Units, Park Models, and Tiny Homes. The Development may have up to twenty-three (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.

*Development Agreement for Riverside RV Park
in South Weber City*

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. **Approval of Setbacks.** 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. **Signage.** 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 **Binding Effect.** 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 **Assignment.** 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;

*Development Agreement for Riverside RV Park
in South Weber City*

- 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. **Insolvency.** 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. **Court Costs and Attorneys' Fees.** 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. **Notices.** 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 **Amendments.** 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 **Captions and Construction.** 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 Agreement for Riverside RV Park
in South Weber City*

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 Term of Agreement. The term of this Agreement shall run and be concurrent with the term of the conditional use permit (CUP) #2020-01.

26.4 Agreement to Run with the Land. 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 Legal Representation. 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 Non-Liability of City Officials. 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 Entire Agreement. 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 No Third-Party Rights. 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 Force Majeure. 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 writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

*Development Agreement for Riverside RV Park
in South Weber City*

26.10 Waiver. 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 Severability. 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 Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

26.13 Exhibits. 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 
McKay Winkel

Title MANAGER

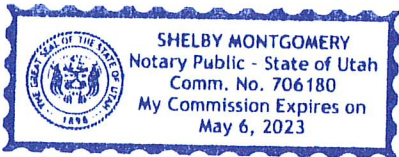
Witness the hand of said grantors, this 30 day of October, 2020.



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

State of Utah)
) ss.
County of Davis)

On this 30th day of October, 2020, personally appeared before me,
McKay Winkel, the signer of the foregoing instrument, who duly
acknowledged that he/she is the Manager of F.M. Winkel Family, a Utah limited
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
McKay Winkel 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 3rd day of November, 2020, by David
Larson.

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


NOTARY PUBLIC

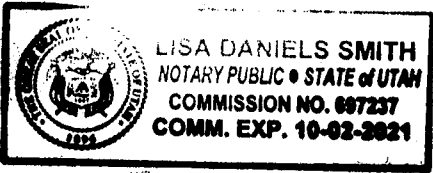


Exhibit A

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

BOUNDARY DESCRIPTIONParcel 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 (North 52°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.

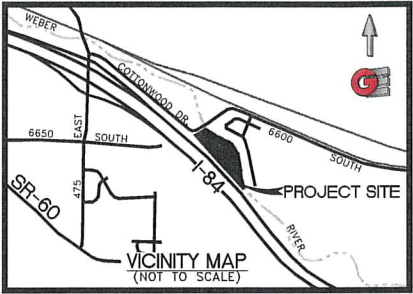
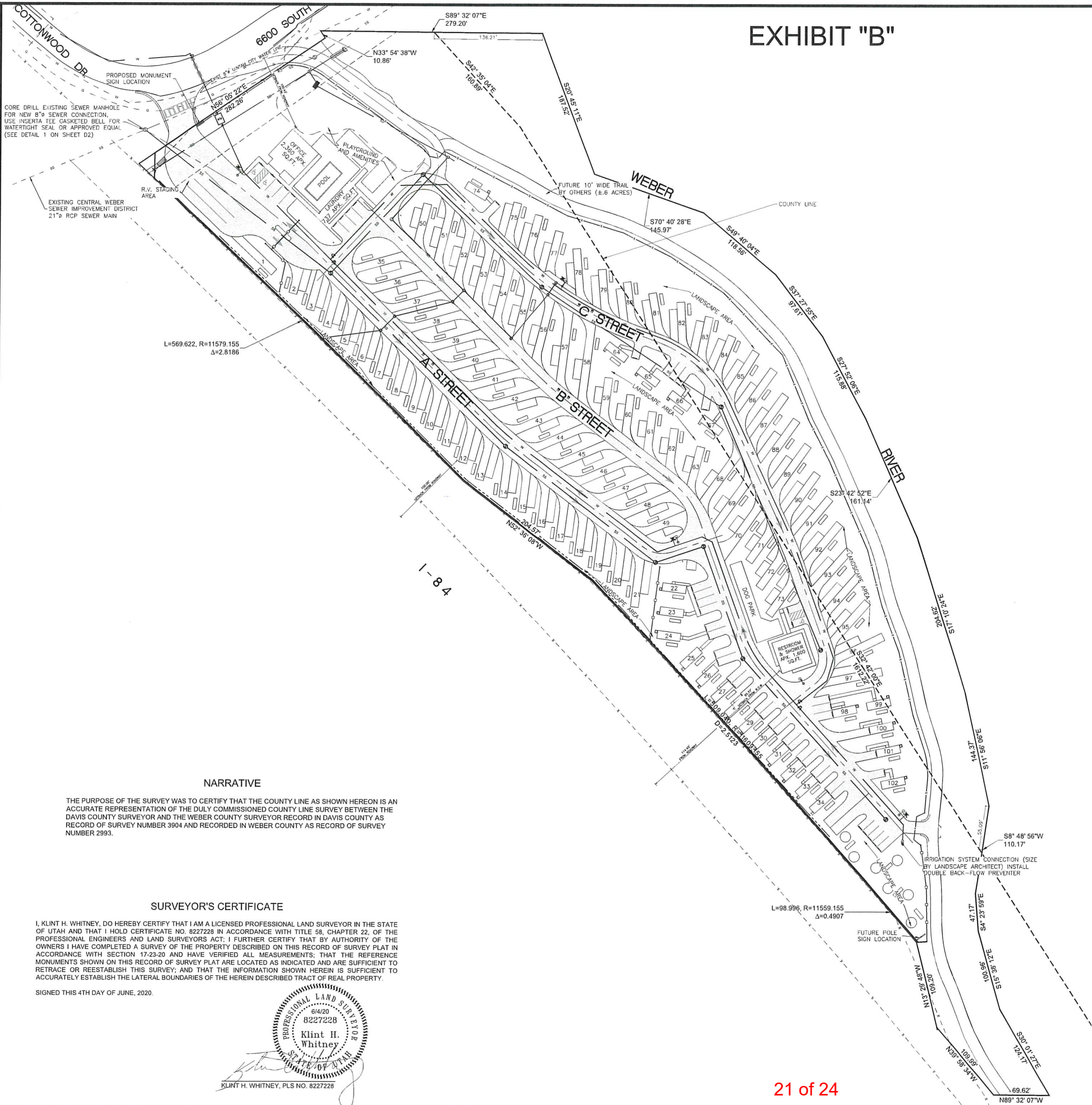
Contains 312,842 square feet or 7.18 acres.

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 1-80; 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.

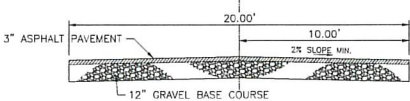
EXHIBIT "B"



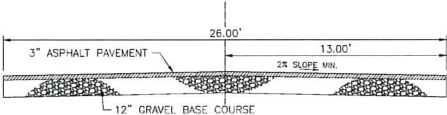
SITE TABLE
BACK IN/PULL-THRU UNITS = 79
ALTERNATE UNITS = 23
TOTAL NO. OF UNITS = 102

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±

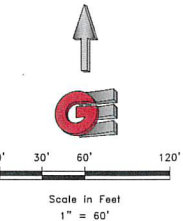


20' WIDE ROAD SECTION
NOT TO SCALE



26' WIDE ROAD SECTION
NOT TO SCALE

- LEGEND**
(NOTE: 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



DEVELOPER:
P.M. WINKEL FAMILY LLC
MCKAY WINKEL
3551 NORTH 100 EAST #125
PROVO, UT 84604
(801) 310-3948

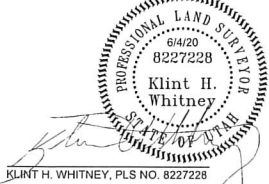
NARRATIVE

THE PURPOSE OF THE SURVEY WAS TO CERTIFY THAT THE COUNTY LINE AS SHOWN HEREON IS AN ACCURATE REPRESENTATION OF THE DULY COMMISSIONED COUNTY LINE SURVEY BETWEEN THE DAVIS COUNTY SURVEYOR AND THE WEBER COUNTY SURVEYOR RECORD IN DAVIS COUNTY AS RECORD OF SURVEY NUMBER 3904 AND RECORDED IN WEBER COUNTY AS RECORD OF SURVEY NUMBER 2993.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-23-20 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS 4TH DAY OF JUNE, 2020.



OVERALL SITE PLAN

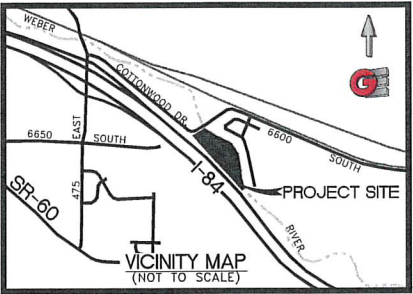
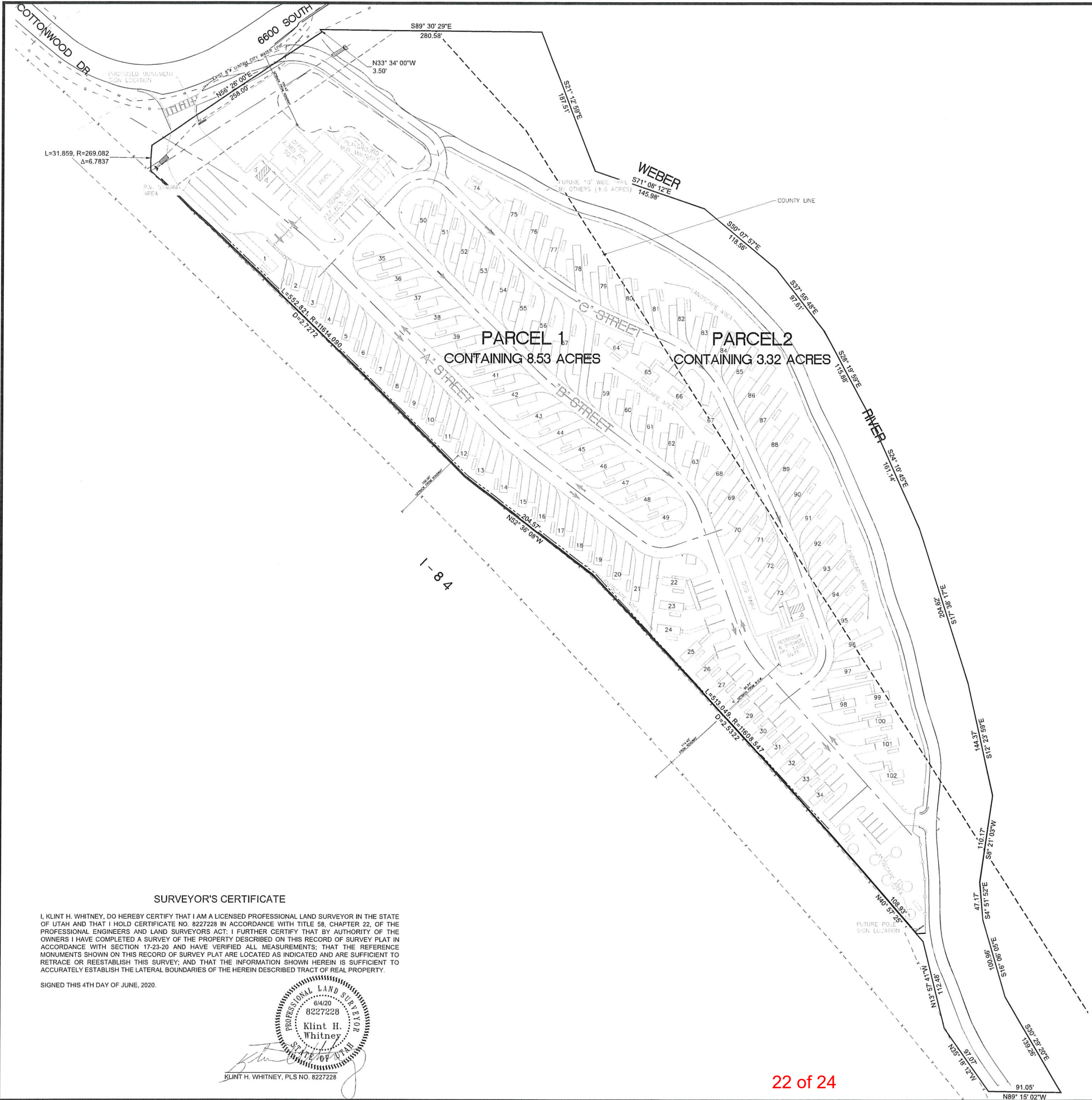
RIVERSIDE R.V. PARK

855 EAST COTTONWOOD DR

SOUTH WEBER, DAVIS COUNTY, UTAH



C2



SITE TABLE

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

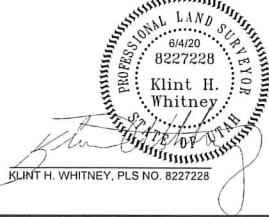
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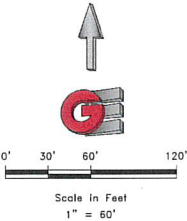
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SIGNED THIS 4TH DAY OF JUNE, 2020.



DEVELOPER:
C.M. WINKEL FAMILY LLC
WICKAY WINKEL
3551 NORTH 100 EAST #125
PRESTON, UT 84064
(801) 310-3948



REVISIONS	DATE	DESCRIPTION

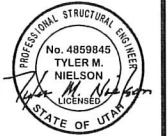


EXHIBIT C
RIVERSIDE R.V. PARK
855 EAST COTTONWOOD DR
SOUTH WEBER, DAVIS COUNTY, UTAH



C2
20

RESOLUTION 21-51**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING
BUDGET AMENDMENT #1 FOR THE 2021-2022 FISCAL YEAR**

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

WHEREAS, the city adopted its budget for fiscal year 2021-2022 on August 24, 2021; and

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

WHEREAS, this legislative body held a public hearing on December 7, 2021 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 2021-2022 Budget shall be amended as follows:

Capital Projects Revenues

45-34-445	Contributions – Restricted (Donations)	+	\$ 68,000
45-39-900	Fund Balance to be Appropriated (Both Canyon Meadows)	-	\$453,000
45-39-900	Fund Balance to be Appropriated (Fire Alerts)	+	\$ 40,000

Capital Projects Expenditures

45-70-730	Park – Improv. Other Than Buildings (Canyon Meadows West)	+	\$521,000
45-70-730	Park – Improv. Other Than Buildings (Cherry Farms)	-	\$160,000
45-57-740	Fire – Equipment (Fire Alerts)	+	\$ 40,000

General Fund Revenues

10-39-900	Fund Balance to be Appropriated	+	\$ 19,000
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General Fund Expenditures

10-58-740	Comm. SVS. – Equipment	+	\$ 6,000
10-43-740	Admin – Equipment	+	\$ 3,000
10-43-610	Admin – Miscellaneous	+	\$ 2,000

RES 21- 51 Budget Amd #1

10-41-740	Legis. – Equipment	+	\$ 8,000
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Recreation Fund Revenues

20-39-900	Fund Balance to be Appropriated	+	\$ 3,000
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Recreation Fund Expenditures

20-71-740	Recreation - Equipment	+	\$ 3,000
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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 7th day of December 2021.

Roll call vote is as follows:

Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder