

SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Tuesday, December 10, 2019 in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m.

COUNCIL MEETING (Agenda items may be moved in order or sequence to meet the needs of the Council.)

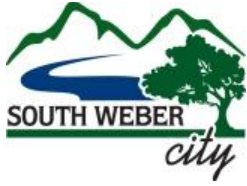
1. **Pledge of Allegiance:** Councilman Taylor
2. **Prayer:** Councilman Hyer
3. **Quarterly Report** Davis County Sheriff's Office
4. **Public Comment:** Please respectfully follow these guidelines
 - a. Individuals may speak once for 3 minutes or less
 - b. Do not make remark from the audience
 - c. State your name and address
 - d. Direct comments to the entire Council
 - e. Note City council will not respond during the public comment period
5. **Approval of Consent Agenda**
 - a. Minutes 12 November 2019
 - b. Minutes 19 November 2019
6. **Resolution 19-47:** Cost Share Agreement with Uintah City for Cottonwood Waterline
7. **Resolution 19-48:** Judge Pro-Tem Appointment
8. **Conditional Use Permit:** Riverside RV Park
9. **Approve 2020 Meeting Schedule**
10. **Review Wetland Restoration Plan**
11. **New Business**
12. **Reports:**
 - a. Mayor
 - b. Council Members
 - c. City Manager
13. **Adjourn**

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

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

DATE: 12-05-2019

CITY RECORDER: Lisa Smith



Council Meeting Date: 12-10-19

Name: Lisa

Agenda Item: Davis County Sheriff's Office Quarterly Report

Objective: Stay informed of law enforcement presence within the City

Background: Sergeant Pope is compiling statistical information to provide the Council.

Summary: DCSO Quarterly report

Committee Recommendation: na

Planning Commission Recommendation: na

Staff Recommendation: na

Attachments: na

Budget Amendment: na

**CITY COUNCIL
& PLANNING COMMISSION
Work Meeting**

DATE OF MEETING: 12 November 2019

TIME COMMENCED: 6:02 p.m.

LOCATION: HighMark Charter School, 2467 E. South Weber Dr.

PRESENT: MAYOR:

Jo Sjoblom

COUNCIL MEMBERS:

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

PLANNING COMMISSION:

**Tim Grubb
Taylor Walton
Wes Johnson
Debi Pitts
Rob Osborne**

CITY PLANNER:

Barry Burton

CITY ENGINEER:

Brandon Jones

FINANCE DIRECTOR:

Mark McRae

CITY RECORDER:

Lisa Smith

CITY MANAGER:

David Larson

CITY TREASURER:

Paul Laprevote

DEVELOPMENT COORD:

Kimberli Guill

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Terry George, Tim & Terry Childers, Tim DeLamare, Holly Banford, Corinne Johnson, Linda Stark, Brian Poll, Ivan Ray, Ryan Harris, Robin Harris, Doug Dahl, Marlene Poore, Amy Mitchell, Julie Losee, Paul Sturm, Elizabeth Rice, Traci Wiese, Marci Poll David Hoggan, DeAnn Hoggan, Haley Alberts, Jason Thompson, Nick Thompson, Brandyn Bodily, Charles Poll, Sandra Layland, Lynn Poll, Natalie Browning, Farrell Poll, Linda Marvel, and Kathy Devino.

Mayor Sjoblom called the meeting to order and welcomed those in attendance. She explained this meeting will be the same format as the previous joint City Council and

Planning Commission meeting held to discuss the amendments to the General Plan. She requested the public listen quietly, as this is the time for the City Council and Planning Commission to discuss the General Plan. She recommended taking notes, if anyone has any questions, they may speak to the City Council or Planning Commission following tonight's meeting.

PLEDGE OF ALLEGIANCE: Councilman Halverson

PRAYER: Councilwoman Petty

Discussion: General Plan Public Comments Review & Draft Revision

This work meeting was a continuation of the October 22, 2019 joint work meeting. State law requires a City Council to adopt a General Plan. South Weber City generally updates their General Plan approximately every 5 years. The current update process began in February 2019, 5 years since the previous update in 2014.

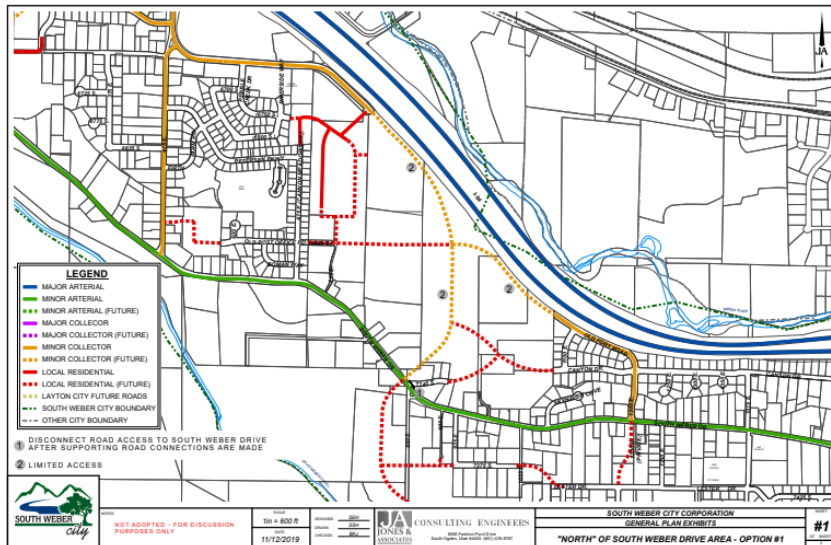
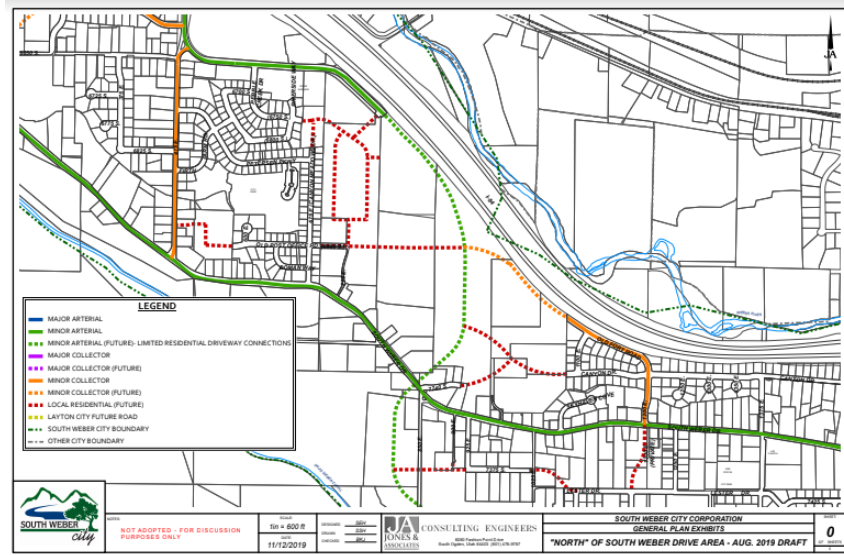
Part of any successful General Plan update is public input. The Planning Commission developed a DRAFT General Plan that was published for public comment from September 1, 2019 to October 11, 2019. The City received 489 responses to the General Plan survey published alongside the DRAFT General Plan, as well as comments and suggestions made during the two night General Plan Open House on October 2 & 3, and other one-on-one communications and conversations between Council Members or Planning Commissioners and residents/property owners in the community.

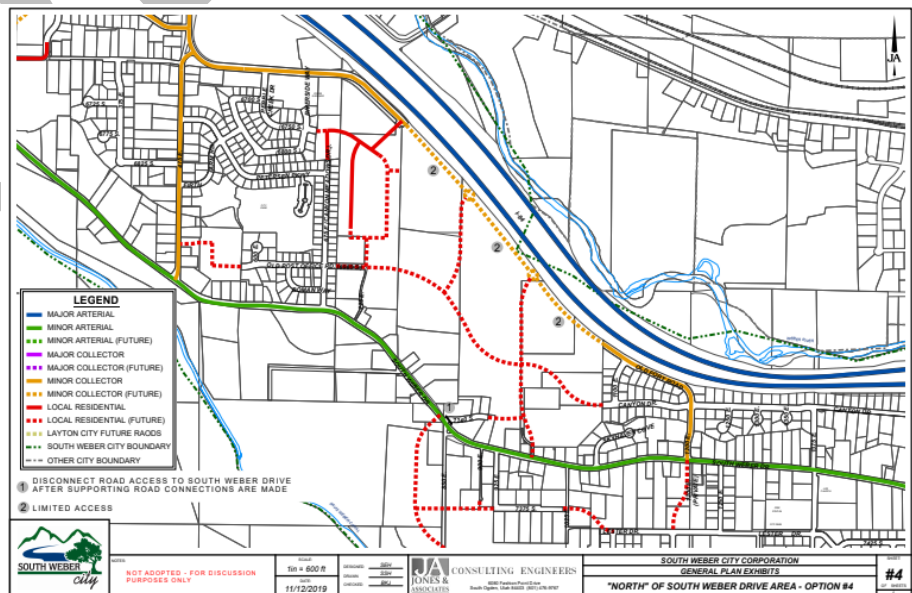
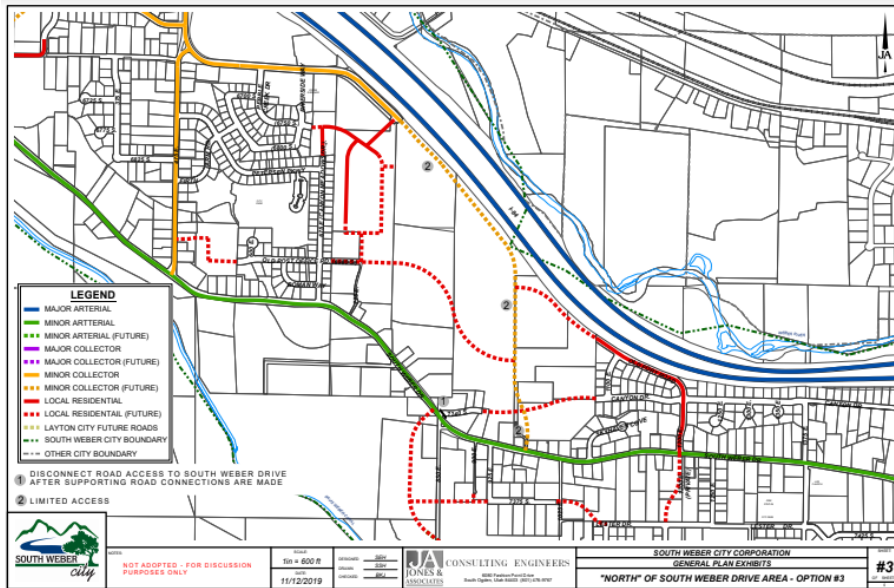
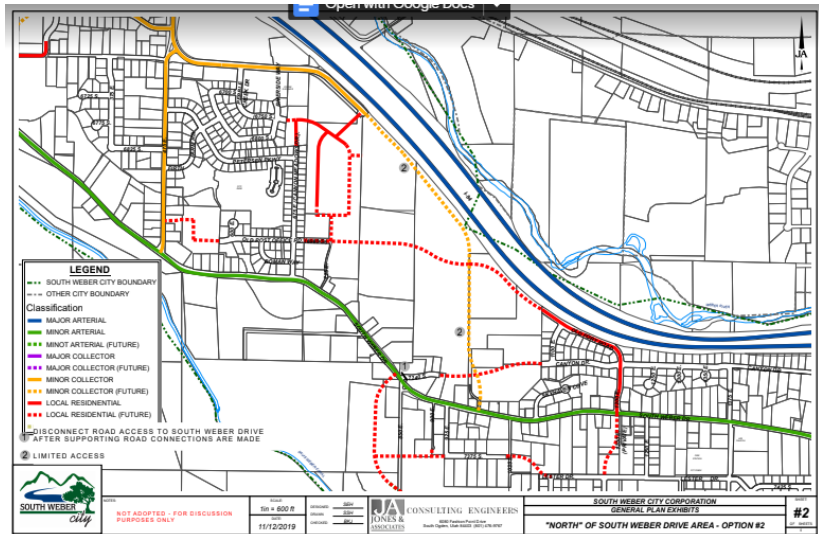
This format was a continued structured review of the public comments for each section of the DRAFT General Plan that will precede a discussion about each section and ultimately generate direction from Council & Planning Commission to staff regarding desired revisions to the DRAFT General Plan that will become DRAFT 2. Once DRAFT 2 is created, it will be published with a survey and another open public comment period--dates to be determined based on time needed to generate DRAFT 2.

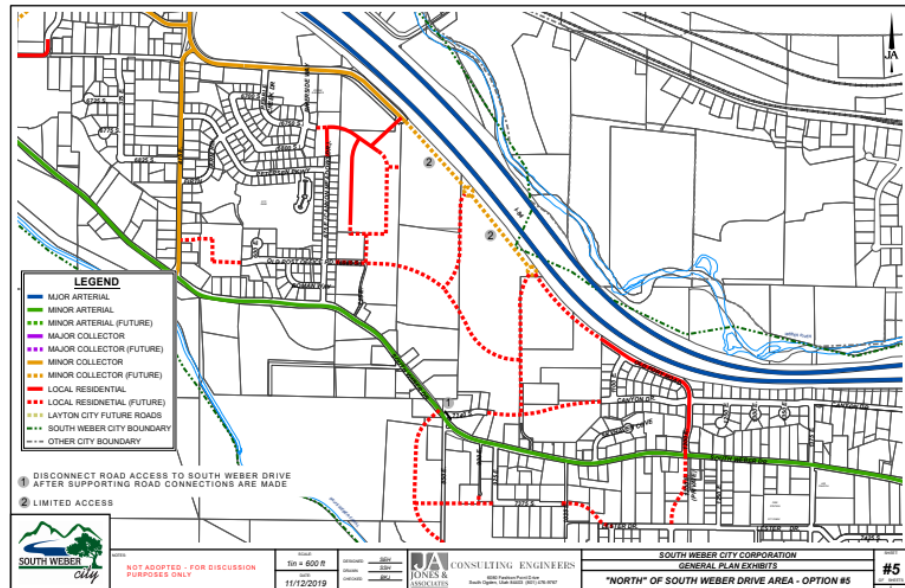
City Manager David Larson discussed the General Plan survey summary regarding transportation. There were 211 responses to this section. After reviewing the survey results the three main responses were: (1) no connection to Layton, (2) want a connection to Layton, and (3) stop South Bench Drive. David reminded Council and Commission that when he came to the City there was already some internal discussion regarding the road idea which became South Bench Drive in the DRAFT General Plan. In 2014 a connection to Layton City was discussed and two alternatives were presented which were: (1) connect to 1900 East where the current dirt road is located, or (2) follow Old Fort Road alignment from I-84 (where South Bench Drive construction is happening now) and continue to parallel I-84 to what is currently Old Fort Road then turn up 1200 East going past the elementary school and then go up the hill where there is an 8% grade. One of the concerns with 1900 East was that the road would connect through a neighborhood as well as the 14% grade of the road. In looking at alternatives, the discussion moved to Old Fort Road. On the 2014 map it showed the road traveling up the hill at an 8% grade. There was discussion at that time about having a collector road instead of a neighborhood level road coming from I-84 and then going directly to Old Fort Road. He explained this began the idea of the current South Bench Drive alignment going through undeveloped land, intersecting South Weber Drive, and then connecting at the toe of the hill with the Old Fort Road alignment going up the hill. He recounted that is how the City ended up with the South Bench

Drive alignment and it was always planned to be discussed at the 2019 General Plan update, which is happening now. He understood there are challenges and needs when it comes to transportation. From his perspective having South Bench Drive go through various parts of the City solved some problems but created other problems which have been clearly identified by the community.

David reviewed the sections of South Bench Drive beginning with the “north” of South Weber Drive area. He presented five possible configurations shown below.







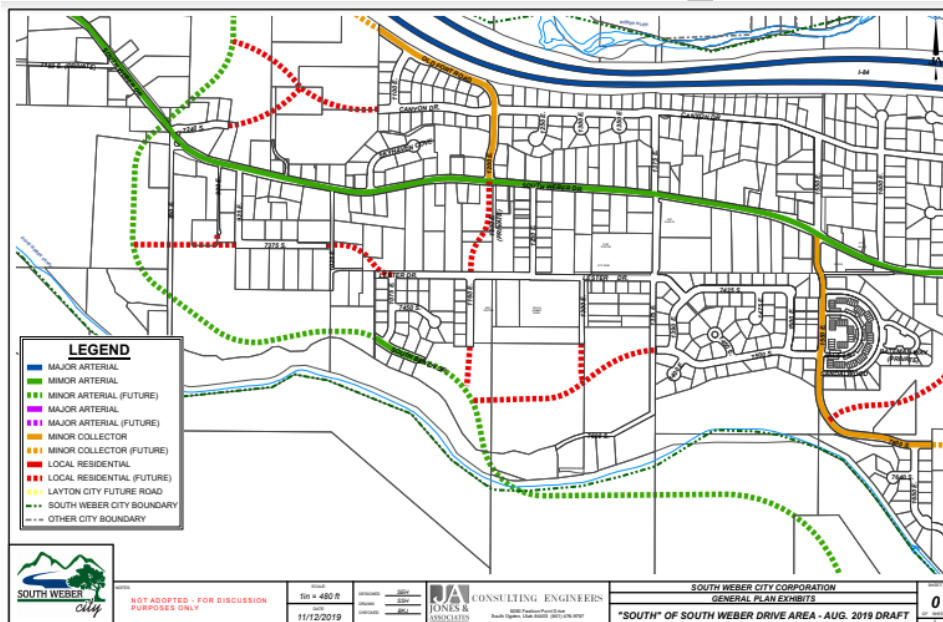
He discussed options of downgrading various streets and limiting the number of driveways that front a street. He communicated planning for a collector maintains the integrity of the neighborhood. He then focused on intersection options with South Weber Drive. He identified item #1 (located at approximately 7240 South) on the map would disconnect access to South Weber Drive after supporting road connections are made. He also presented the possibility of roundabouts on Old Fort Road.

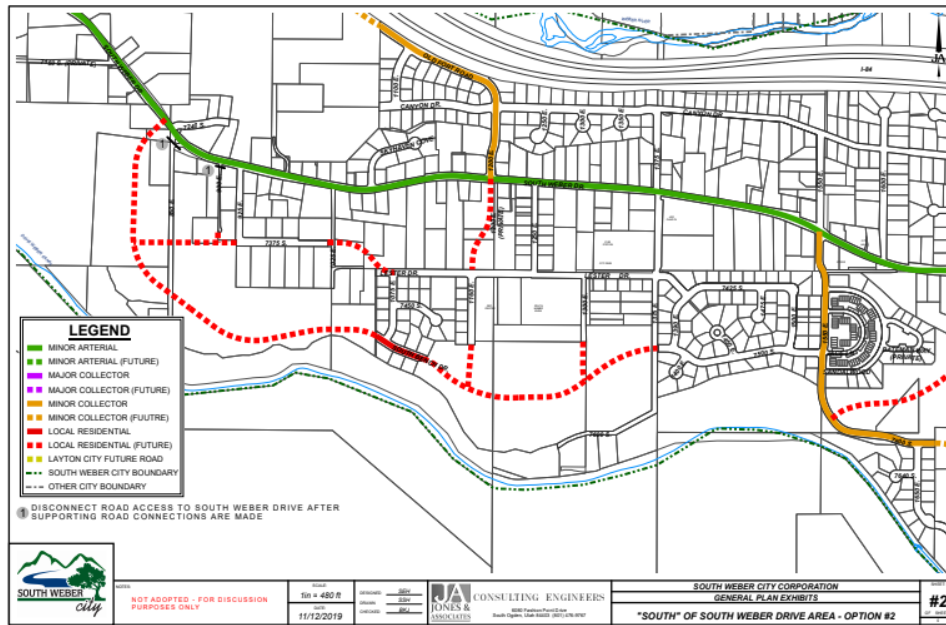
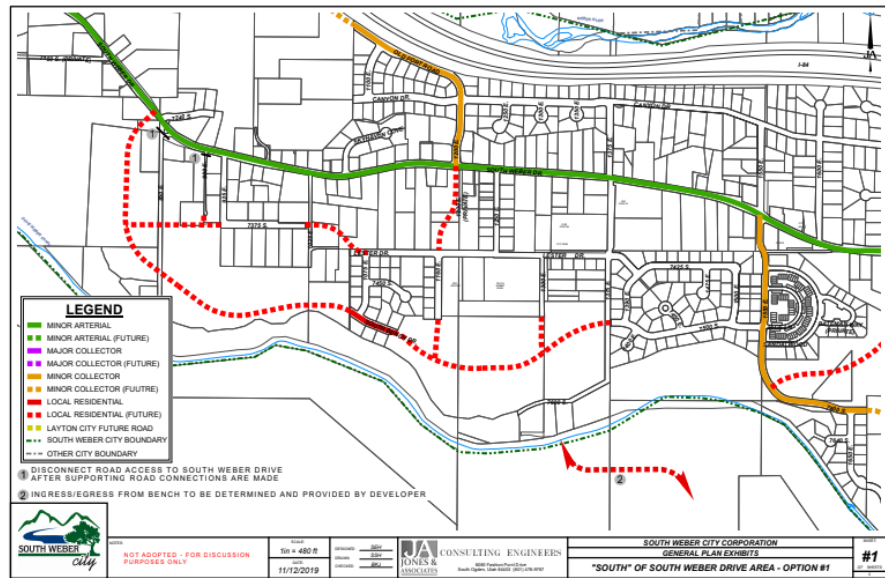
Councilman Taylor was not in favor of Old Fort Road going through the D.R. Horton Subdivision. Councilman Winsor expressed option #1 should be removed from consideration. Councilman Petty agreed. Councilman Halverson favored option #4 or option #5. Councilman Winsor agreed. Commissioner Walton voiced access should be limited on Old Fort Road. David expressed that decisions for transportation changes will tie to the Capital Facilities Plan and the Impact Fee Plan. Commissioner Osborne revealed Option #3 connects to Cottonwood Cove. Commissioner Johnson indicated the current General Plan does not allow homes to have driveways on Old Fort Road which allows for a walking trail. City Engineer Brandon Jones further explained Option #2. Councilman Winsor related the benefit of Option #3 is it will decrease traffic on 475 East, which has current driveways facing the street. David announced the purpose of South Bench Drive is to take traffic off South Weber Drive. Commissioner Osborne questioned why take traffic off South Weber Drive since it is a state road. David discussed the collector being the fastest route for individuals. He suggested planning for access from the east end of the City to the west end and vice versa. Commissioner Johnson suggested looking at an interchange from 1200 East to Interstate 84. He commented as land develops South Weber Drive will become more congested. David proposed narrowing to two options for the citizens to review for the next survey. Commissioner Pitts proposed moving the collector from option #3 to option #4 and changing the Old Fort Road to red (local road) and leaving the roundabouts. City Planner Barry Burton opined roundabouts keep speed down but don't defer individuals from using the road. Some members of the Planning Commission and City Council questioned the need for the roundabouts. Brandon advised roundabouts can be costly and impact fees may be affected. Talk turned to whether it is necessary to construct three lanes all the way down Old Fort Road. It was stated the intersections need a turning lane to help with the flow of traffic. David expressed

future developments would connect to the collector road and require a turn lane. Commissioner Grubb agreed there needs to be a turning lane. Councilwoman Petty referenced 2700 East as an example of a narrow road and believed having a turning lane in the middle would optimize safety. Brandon recalled the difficulty of driving on South Weber Drive and traffic backing up for cars to turn. By adding a turning lane many issues are eliminated. Councilman Halverson concurred there should be two options from which to choose. Commissioner Walton expressed he didn't like the connection to South Weber Drive in option #5. He announced apprehension with the number of connections to South Weber Drive. Brandon recited the connections at Sky Haven Cove, 1200 East, Canyon Meadows Parkway, and 475 East.

The City Council and Planning Commission decided the two choices would be option #2 (as is) and option #4 (with amendments). David explained the amendments would be made and provided by email for their approval prior to going out in the second survey to the public.

David then reviewed the “south” of South Weber Drive map with two proposals.



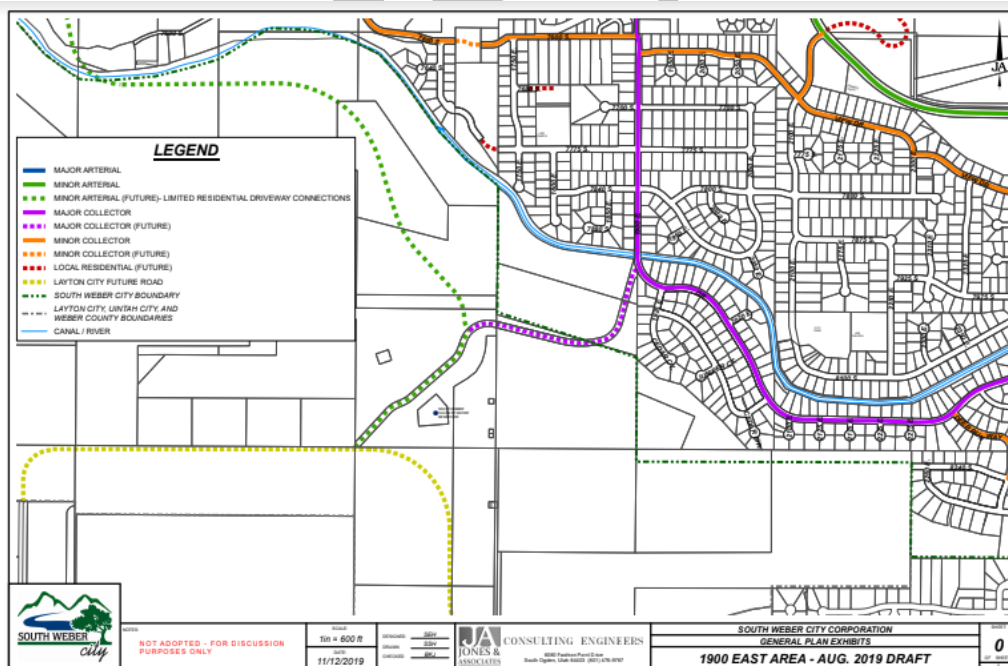


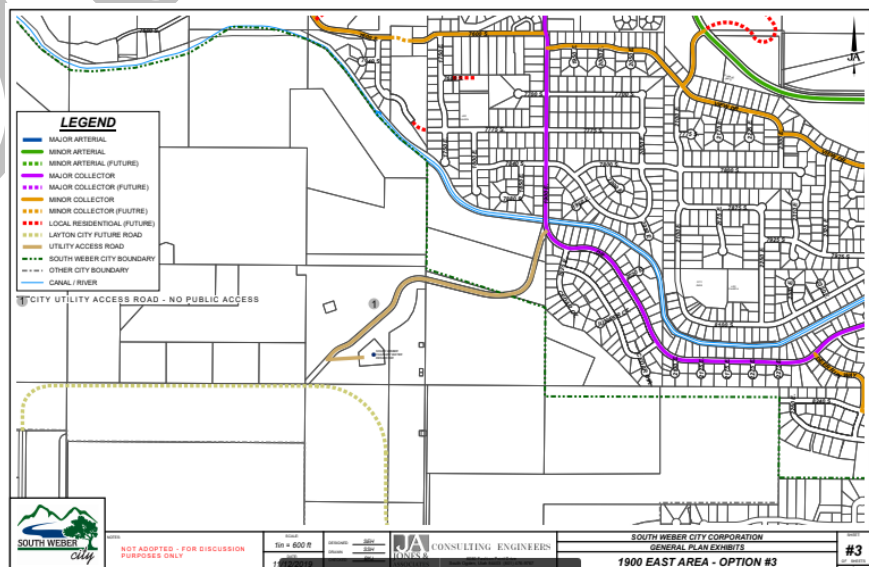
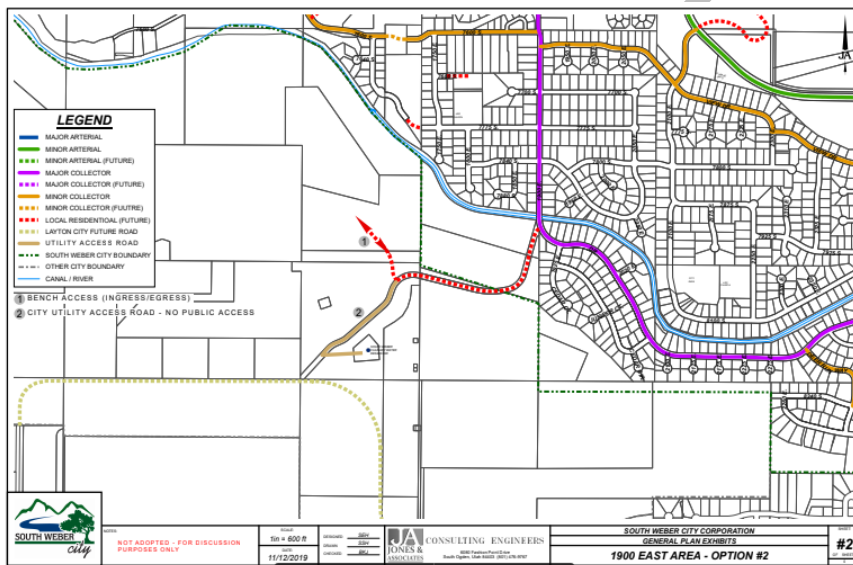
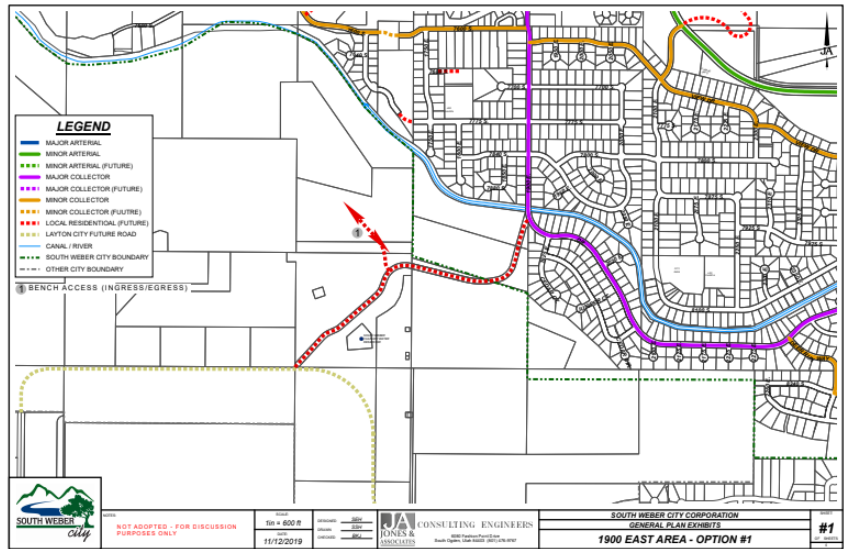
David articulated this map shows South Bench Drive connecting to Layton City. He clarified that the City made application to Wasatch Front Regional Council (WFRC) for two grants. One was for a feasibility study for the potential intersection and the second for a feasibility study for the hillside. There were two reasons the City applied. First, the process takes multiple applications before consideration. The reason it was put in the draft was to see if it were the preferred option, which it clearly was not. Secondly, if the South Bench Drive alignment were preferred, the intersection would need to be engineered to agree with the 2014 General Plan alignment. He stated the city staff didn't feel as though they were stepping out of bounds to seek potential funding. He explained they were looking for money for a road that hadn't been discussed publicly and he apologized for that, but professed they were simply trying to be ahead of the curve and get in line for future grant possibilities. He reported City did not reapply with WFRC.

David noted Option #1 identifies a connection to Layton and Option #2 does not. He explained Option #1 would be necessary for annexation. He discussed the ridgeline being a natural dividing

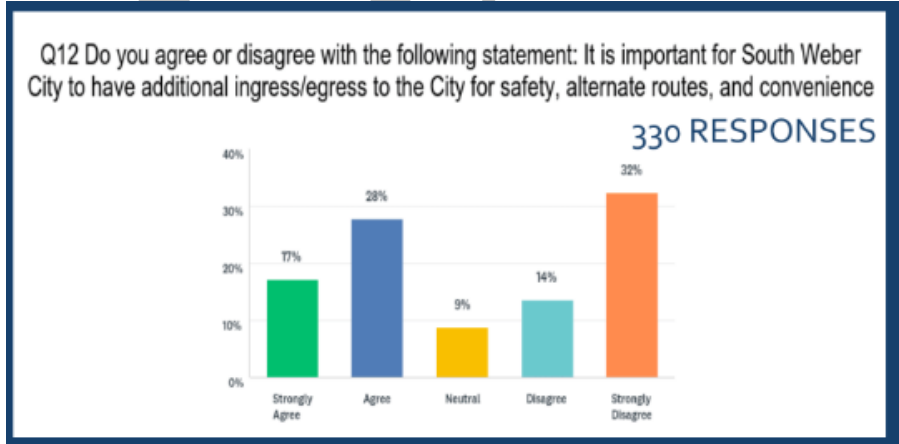
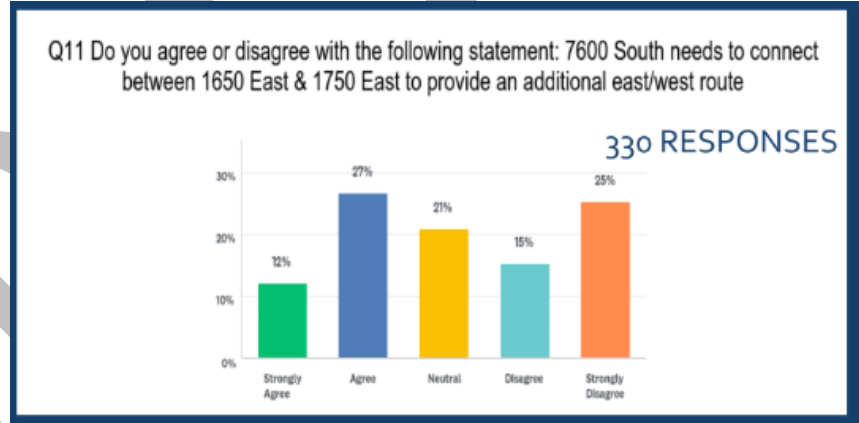
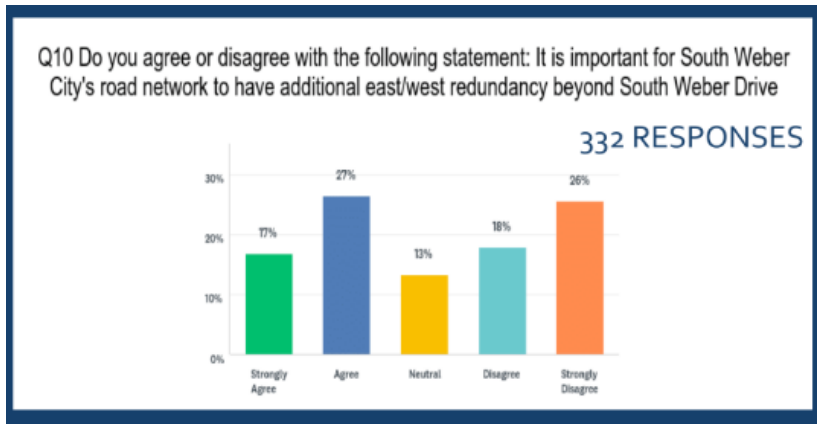
point for services and an area that can be controlled by the City. He was aware there are some property owners who may not want to annex their property into South Weber City. Commissioner Walton queried if the City must have a road to service the bench area. Brandon affirmed yes because the City would need to maintain the roads, snowplow etc. If not, all the city plows would need to travel I-89 and Hwy193 to get to this location. Commissioner Walton inquired if the City should be deciding what type of land use within the annexation before the road connection is decided. David articulated if Council determines that this property will be annexed into South Weber City, they can either plan for connection or not plan for connection, telling the future developer to figure it out. Commissioner Walton remarked he has reviewed Layton City’s General Plan and there is a proposal for an industrial park for this area in their annexation plan. Commissioner Walton reiterated he is not comfortable in land use proposals on this property and felt land use would determine the type of road or need of a road connecting to Layton City. Brandon proclaimed land use, annexation, and the road connection are all closely related, but should be discussed individually. David uttered one reason to include the road connection is because of impact fees. Commissioner Osborne canvassed why this location would be the only option and what it would look like to come through the ACUE zone farther west from 475 East. Commissioner Walton mentioned without the road connection there is no need to propose annexation or land use. David related 1900 East connects on the plan as well. Commissioner Walton wanted the annexation plan to articulate that if this property isn’t annexed into South Weber City, the City loses control over development. He advised the City would be affected by what Layton City does on that hillside. Councilman Halverson offered that developers must figure out the roads when they develop, but he didn’t foresee that happening unless the City came up with an option that prohibits development. Councilwoman Petty called for clarification that the developer is responsible for the road and noted any road would still need to be approved by the City. In conclusion, David voiced it was his understanding that the preference was option #2.

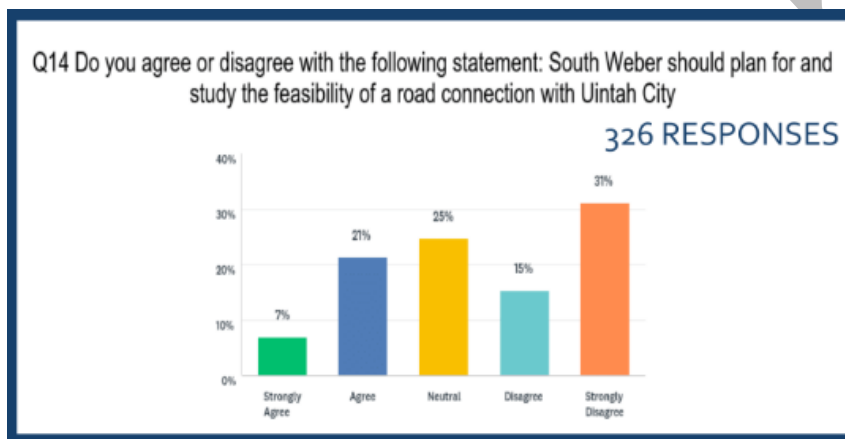
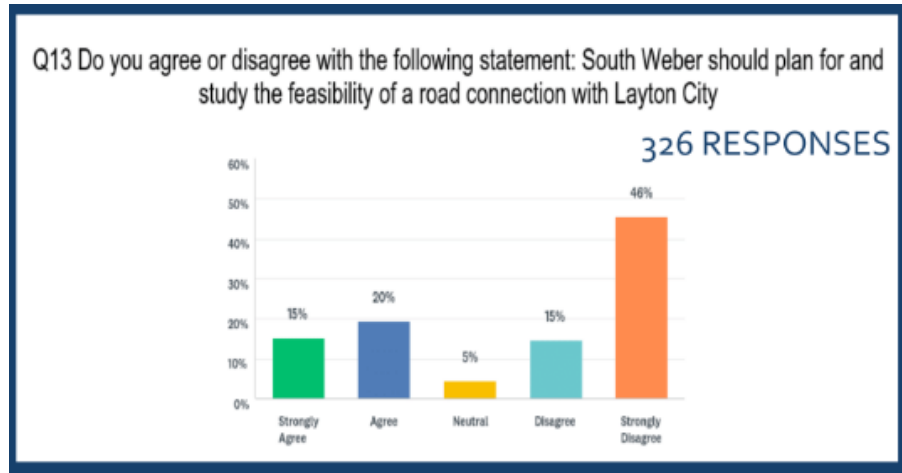
David presented 3 options for the 1900 East map.





David identified the location of the water tank and connecting dirt road. He conveyed the advantage of emergency evacuation and alleviating general congestion in the City. He reported if the City annexes the property on the bench, there would need to be a road connection for maintenance access. Commissioner Grubb suggested this road be asphalted at a developer's expense to be a service road for public works. Brandon acknowledged an option could be to limit access to public works only. Councilman Halverson relayed the property owners of 7600 South Street/1550 East Street have petitioned these connections not be high priority projects. David submitted the following transportation survey questions:





Annexation: Barry discussed annexation being entirely driven by the property owner. He stated cities have no obligation to annex property. Commissioner Walton identified a piece of property for which Layton City can't provide services. He remarked on its beauty. Brandon described the grade between the ridgeline and that property. Barry explained property can be on both cities' annexation plan allowing the owner to choose, but if the property isn't identified on either plan, the City would need to amend their annexation plan to include it. Commissioner Johnson revealed Hill Air Force Base is looking for contractors who are willing to develop property up there and if it isn't on South Weber City's annexation plan, we lose control over what is constructed. David defined the area on the map that is on the City's annexation plan but not on Layton City's plan as well as overlapping areas on both plans. Councilwoman Petty announced the road connection to Layton City is unnecessary at this point and recommended maintaining it as a service road on the General Plan. Brandon cautioned if Council removes it, the City will not plan for it in the Capital Facilities Plan and changing later would be problematic. Councilman Winsor proposed adding it down the road five years from now if it is necessary then. Brandon declared the consequence of not identifying the Layton City connection on the General Plan and the impact it could have on costs down the road. Commissioner Pitts reviewed the property at the top of 1900 East that could be used for a possible nature park and trail with a restroom and parking lot. Brandon communicated that is not City property although the City does have an agreement with Wasatch Integrated Waste and would need to discuss with them what uses they would allow.

Mayor Sjoblom called for a decision concerning the connection to Layton City. Commissioner Osborne had misgivings about those who are saying the road will never go through. He emphasized it will go through someday, and the City needs to plan for it. He didn't understand why the City doesn't go with option #2 so that services can get up there. Councilwoman Petty proclaimed the need to plan for the future but wondered about over-planning. Commissioner Osborne voiced the City must plan now so that it doesn't cost more later. Brandon reminded everyone present he is not pushing for anything but encouraged Council to stick with whatever decision they make because it is difficult to change later. Commissioner Osborne commented the decision was made in 2014 and they are sticking with it. He communicated his frustration with the direction of discussion. David reported the General Plan is planned "until build out" and not just an action plan for the next few years. He iterated Council must plan what the City will become when all the land is developed. He acknowledged that land use changes and the plan helps the City to be smart about planning and using its resources wisely. He reviewed a plan to leave it as a dirt road does not mean it will stay that way. He echoed Brandon's point that changing plans from one level of capacity and infrastructure to another is problematic. He advised the city staff is conveying consequences and not implying plans can never be changed. He conveyed the wise process is to build upon previous work and not completely discount it. He summarized the discussion is should the current plan change and if so, what are the reasons, and is that now more important than the reasons that were there is 2014.

Commissioner Osborne argued there are individuals who do want a connection, and he cautioned the City shouldn't fall prey to public clamor. Councilman Taylor deliberated why there were only 311 responses for the city survey out of a population of 7,000. Discussion took place regarding the City owning a 60 ft. right-of-way on the Wasatch Integrated Waste property. David reviewed the differing opinions concerning the connection. He stated there are legitimate reasons for and against connecting. Councilman Winsor challenged if the existing utilities are adequate or if they would need to be upsized to accommodate for whatever is developed. He further wondered if they need to be upsized, are they paid 100% by the development and the impact fees or does the citizenry of this community have to pay for the increase in the utilities. Brandon verified the current Capital Facilities Plan is business commerce on the bench which is not a high intense use. If what developed were similar there wouldn't be a need to upsize, but if there were something more intense, then there is a chance it will have an impact. If upsizing is needed to agree with the plan, it would be calculated into the impact fee which would pay for it. The challenge with impact fees is always timing with the need being on the front end and the fee collection on the back end. Councilman Winsor clarified if the density stays the same as planned in 2014, the existing utilities are adequate and there would be no added cost to the public. Brandon averred. David elaborated existing infrastructure may not currently have the capacity, but the Capital Facilities Plan addresses deficiencies. Councilman Winsor enjoined if the City must upsize utilities, then it shouldn't be annexing the property. David disclosed the City has a level of services for all residents and if there is a deficiency in the infrastructure that project is not impact fee eligible. He proclaimed you can't charge a developer for an existing deficiency. Councilman Winsor believed if the dirt road were asphalted, people would want to use that path. Commissioner Grubb encouraged a statement be included in the General Plan that there is no intent or desire at this time to connect to Layton City.

Councilman Winsor disagreed noting the City Council and Planning Commission are divided. He suggested polling the residents to discover if they are for or against a connection to Layton City. Commissioner Grubb relayed it should be a service road, one-way road, or emergency access road. Councilman Taylor uttered the City needs more than just 326 responses on the

connection road to Layton City. He recommended putting it to a vote. Councilman Winsor advocated putting option #3 on general plan DRAFT 2 and then put it on the next electoral vote. Councilman Taylor agreed. Commissioner Grubb expressed the City Council has been elected and should vote on it. Mayor Sjoblom revealed presenting a ballot would set a precedent for future decisions.

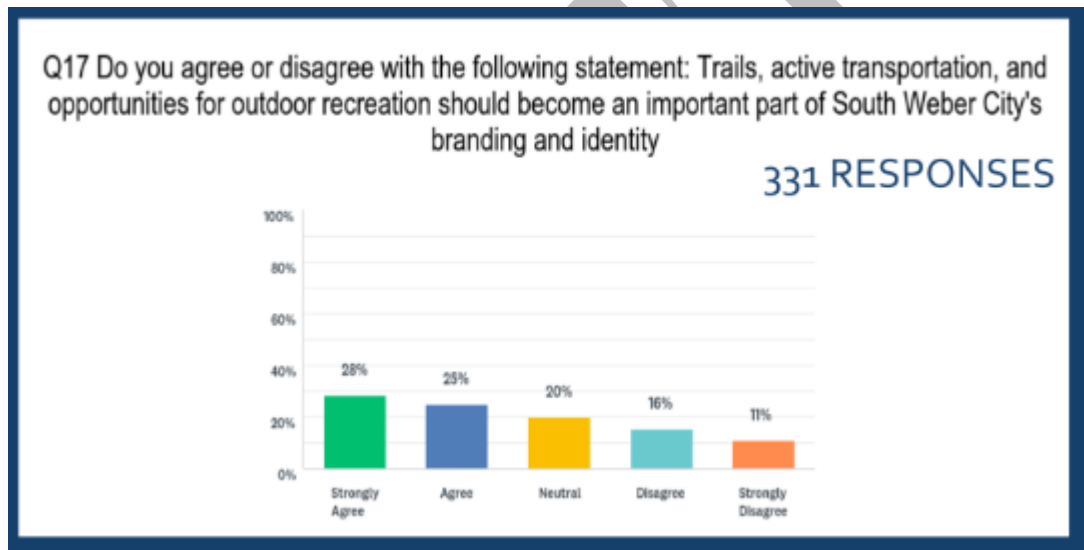
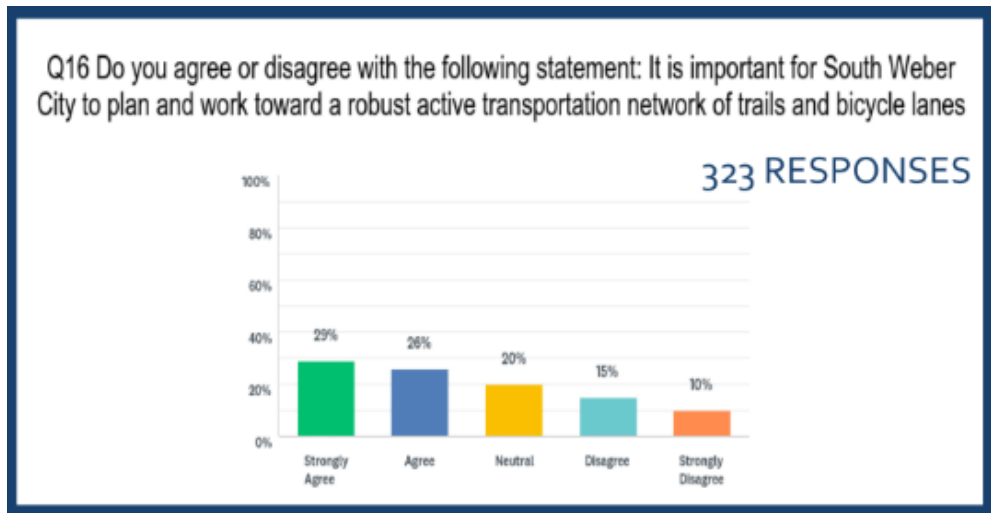
David reviewed question #13 on the survey “should South Weber City plan for and study the feasibility of a connection to Layton City” The outcome was 35% agreeing, 61% disagreeing, and 5% neutral. Councilwoman Petty wasn’t sure how the City could get more people to be involved than already have participated. Mayor Sjoblom commented there were two options being presented to the public on the north side of South Weber Drive and recommended putting two options for this issue as well. She suggested making it the first question on the survey so that if people only wanted to answer one question, it would be this question. Councilman Halverson urged making the questions easier to answer on the survey. Commissioner Osborne noted question #13 talks about a feasibility and offered the possibility that people thought this might cost the City more money. He also proposed people could have been confused with the connection relating it specifically to either South Bench Drive or 1900 East. Commissioner Walton petitioned tying a land use proponent to whatever is chosen. David related when he was hired by the City the need for the road connection to Layton City for traffic congestion and emergency situations was a topic of discussion, and it wasn’t related to annexation or service to the bench area. Mayor Sjoblom suggested placing option #1 and option #3 on the next draft survey.

5-minute recess

David indicated the overlap of annexation with South Weber City and Uintah and reported on the discussion that was held with the county identifying the boundary as the Weber River. Barry explained the isolated Geneva property isn’t identified Weber County or Davis County. Discussion took place regarding the property north of Interstate 84 along Uintah. Councilman Winsor voiced concern with it being difficult for the City to service that area. Barry mentioned the City might want control to encourage the idea of a recreation corridor. Commissioner Grubb agreed. Mayor Sjoblom contended it should remain on the annexation plan. Brandon asked specifically about the Geneva property. It was decided to leave it on the plan as well as the property along the east side of Interstate 89 as well as the south east. It was decided to remove the property on the west side of Interstate 89. It was decided to keep the area along the bluff on the plan and leave the bench area on the plan. This will also be included on the DRAFT 2 survey.

Active Transportation:

David reviewed the survey questions for Active Transportation.



David reported the survey summary suggestions were 1) the connection of trails, 2) improvement of parks, 3) questioning cost of additional trails, and 4) requests for more bicycle lanes. He reviewed locations of the Bonneville Shoreline Trail, Weber River Pathway Trail, etc. with future trailheads, existing bike lane, future bike lane, etc. He noted there hadn't been a lot of changes from the 2014 draft. Commissioner Johnson commented UDOT has said there isn't enough space for a bike lane from 475 East. He voiced the Weber/Davis Canal Company has requested removing the trail along the canal from the plan. Barry stated they already have trails elsewhere, but it is a Weber/Davis Canal board decision and doesn't mean a future board wouldn't want it. Commissioner Grubb communicated there is liability for the canal company, but there are ways to fence it etc. Discussion took place regarding if the canal were covered and safe for the community, that it would be a good use for a possible trail. Councilwoman Petty recounted Brent Poll didn't want it identified on his property either. Brandon explained if it is on the plan then the property owner is required to install the trail when it is developed. Discussion took place regarding the Bonneville Shoreline Trail and the alignment which Barry stated is all on public property. Mayor Sjoblom reviewed the meeting with UDOT concerning South Weber Drive bike lanes. She stated it is on the priority list to study. Commissioner Walton asked if there

were interest for a possible bike trail along the bluff. It was decided to create a trail that goes east from the Pea Vinery Trailhead.

David appreciated the difficulty of some of the topics and the brainstorming that took place for the General Plan. He appreciated all the time and effort to help the city staff put together a draft of which the community can be proud.

ADJOURNED: Councilman Taylor moved to adjourn the Council Meeting at 9:37 p.m. Councilman Halverson seconded the motion. Council Members Halverson, Petty, Taylor and Winsor voted aye. The motion carried.

APPROVED: _____ Date _____
Mayor: Jo Sjoblom

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith

DRAFT

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 19 November 2019

TIME COMMENCED: 6:00 p.m.

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

PRESENT: MAYOR:

Jo Sjoblom

COUNCIL MEMBERS:

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

CITY RECORDER:

Lisa Smith

CITY MANAGER:

David Larson

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Kathy Devino, Haley Alberts, Brian Poll, Terry George, Jason Thompson, Melissa Thompson, Nick Thompson, Jacob Cox, Elizabeth Rice, Corinne Johnson, Jeff Judkins, Marci Poll, Paul Sturm, Lynn Poll, Tammy Long, Sandra Layland, Lacey Westbroek, Amy Mitchell, Linda Marvel, Traci Wiese, and Quin Soderquist.

Mayor Sjoblom called the meeting to order and welcomed those in attendance as well as Troop 433.

PLEDGE OF ALLEGIANCE: Troop 433

PRAYER: Lynn Poll

CONFLICT OF INTEREST: None

PUBLIC COMMENT: Please respectfully follow these guidelines:

- a. Individuals may speak once for 3 minutes or less**
- b. State your name and address for the record**
- c. Speak to the entire City Council**
- d. Do not comment from the audience**
- e. Note City Council will not respond during the public comment period**

Tammy Long, 2178 Deer Run Drive, recommended checking with Country Fair Days concerning the location of the flagpole since they use the proposed area for booths.

Lynn Poll, 826 E. South Weber Drive, calculated \$10 donations from 160 families in the City would pay for the flagpole for Nick Thompson's Eagle Scout Project. He agreed the position is

the location for Country Fair Days booths. He voiced concerns with the RV Park along the Weber River. He expressed misgivings about the City not having control over who would frequent this camping area. He had several questions as to who pays for garbage, etc.

Elizabeth Rice, 7875 S. 2310 E., discussed the Poll family being caught in a series of unfortunate events concerning high-density housing. She is not in favor of building in the gravel pits because of the sand. She pointed out the Poll family property has rocks for a foundation. She thought the City should consider the need for commercial to help with tax revenue. She felt by adding mixed-use overlay the City could control the covenants for apartments, townhomes, condos, etc. She declared it could offer affordable housing for newlyweds or nearly deads. She conveyed the Poll family property rights have been hurt by those against South Bench Drive. She recounted a previous plan that was brought before the City with apartments, townhomes, and commercial. She said their developer tried to accommodate the City but had to walk away from the project. She asked if a meeting could be held between the City Council and the Poll family.

Sandra Layland, 7294 S. 1950 E., read a recently posted ad by Dustin Shiozaki concerning the Cobblestone Short Term Rental in South Weber City. She discussed small children seeing photo shoots going on in the home. She wanted the City and citizens to know this is an issue that can continue to happen if there isn't owner occupied requirements for short term rental properties.

Amy Mitchell, 1923 Deer Run Drive, suggested an open house of the public works service road and let people walk that property. She added the flagpole is a great idea to have at the Fire Station. She recommended advertising the need for donations in the City newsletter.

Linda Marvel, 8087 S. 2700 E., discussed the 55 and older development behind her home. She encouraged the City to investigate more of those types of developments. She declared there is a demand for it.

Corinne Johnson, 8020 S. 2500 E., petitioned for a focus group taking the second survey for the General Plan before it goes out to the entire community.

Brian Poll, 7878 S. 2310 E., read a letter from his brother Farrell Poll (see addendum #1). He focused on the Poll family property west of Highmark School. He described the great potential for moderate-income housing. He voiced if the City isn't willing to work with them, it could be a huge financial hit. He articulated housing offering amenities, covered parking, etc. He commented this could be a gateway to the City and something of which everyone could be proud and would enhance living conditions.

Terry George, 7825 S. 2000 E., averred high density anywhere in this county or state brings nothing but problems. He said it deteriorates over time. He compared owner occupied versus rentals. He specified people who are leasing do not take care of their property. He expressed his appreciation to the Planning Commission for lowering the number of units per acre.

Councilwoman Petty read a letter from Ray Peek. (See addendum #2)

CONSENT AGENDA:

- **Minutes September 24, 2019**
- **Minutes October 8, 2019**

- **Minutes October 15, 2019**
- **Minutes October 22, 2019**

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

Canvass of 2019 Election Returns and Certification of Results

Mayor Sjoblom proclaimed state election law assigns the municipal legislative body to act as the board of municipal canvassers. Canvass must take place 7 to 14 days after the election. The board must publicly declare the persons with the highest number of votes as elected and certify the vote totals for each person. The board also certifies the election report which includes the total number of votes cast, names of each candidate, each office on the ballot, the number of votes for each candidate, the number of ballots rejected and a certification statement. The election officer and the board of canvassers must review and sign the report.

The certified votes were as follows: Hayley Alberts 1094, Quin Soderquist 1019, Blair T Halverson 982, Landy Ukena 762, Tamara (Tammy) Long 329.

Mayor Sjoblom congratulated Hayley Alberts, Quin Soderquist, and Blair Halverson who will be serving on the City Council in 2020.

Councilman Winsor moved to declare Hayley Alberts, Quin Soderquist, and Blair T Halverson as the candidates who had the highest number of votes and elected to the City Council for South Weber City for the term of 2020-2024. Councilman Taylor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.

Discussion: Eagle Scout Project Proposal by Nick Thompson

Nick Thompson introduced himself and his dad Jason as well as his Troop #433. He was told the City was looking for a flagpole at the Fire Station. He proposed the installation of a 25- or 30-foot flagpole at the Fire Station to fulfill his Eagle Scout project requirement. He estimated the cost with an offered 35% discount from Colonial Flag would be \$1,600 to purchase the pole, concrete, and other supplies. He coordinated with the Fire Department and offered three options for placement. His Troop #433 discouraged fundraising so he sought funding from the City. Jason stated Fire Chief Tolman initially decided on option A and Captain Rony Ketts proposed option C. The Council reviewed the options. Mayor Sjoblom asked if the poles could withstand the wind. Councilwoman Petty considered the requirements for hanging a flag with it being raised and lowered every day unless there were a light on it. Would the Fire Department raise and lower the flag daily? Councilwoman Petty expressed misgivings about funding since this item hadn't been budgeted. Councilman Winsor recounted there might be available funds since the Fire Department's new roof was under budget. He advised blue stakes needs to be contacted before any work commences because of nearby utilities. David Larson related the Fire Department is willing to raise and lower the flag daily. Mayor Sjoblom suggested Nick contact Geneva and Parson to see if they are willing to help with the funding. Councilman Winsor suggested Nick coordinate with the Fire Department and be careful not to interfere with daily operations at the fire station.

Resolution 19-45: Amend City Council Rules of Order and Procedure

Mayor Sjoblom reviewed that Resolution 18-04 amended the Rules of Order and Procedure focusing especially on the order of the agenda items; however, other errors and clarifications need to be changed, namely:

- Planning Commission to Council timeline: Rule II-3 was changed from placing items on the agenda no less than the second Council meeting following the Planning Commission (RES 1-032) to no fewer than 12 days. Developments often have requirements given by the Commission that need to be met and time is needed for the Engineer and Planner to review and verify before passing on to the Council; however, there are occasions when the action needs to be expedited. In order to allow more flexibility to the timeline, the rule requiring 12 days has been omitted.
- Guideline: Although the rule states it is a guideline, state law requires the Council to adhere to the Rules as adopted.
- Ordinance: General Plan is not City Code and does not need to be adopted by Ordinance. The City Attorney recommended using a resolution which is the common practice.
- Reports: The Planning Commission no longer provides a liaison to report. Council representative reports within normal rounds and the City Manager report is included with the Mayor and Council on the agendas.
- Other changes include punctuation and grammatical errors especially removing unnecessary spacing between sentences.

Councilman Winsor recommended amending Rule V. item #6 to add Mayor Pro-Tem.

Councilman Winsor moved to approve Resolution 19-45: Amend City Council Rules of Order and Procedure with the addition of Mayor Pro-Tem. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.

Resolution 19-46: Adopt Moderate-Income Housing Plan

Mayor Sjoblom explained South Weber City is currently amending its General Plan. One portion of that plan is a moderate-income housing plan. This plan must be submitted to the state by December 1, 2019 so it must be adopted prior to the rest of the plan.

Mayor Sjoblom identified the three options:

(B) Facilitate the rehabilitation or expansion of infrastructure that will encourage the construction of moderate-income housing;

South Weber is currently in Phase One of a multi-year plan that will increase the sewer system capacity which will handle potential future multi-family and mixed-use developments in this area.

(L) Preserve existing moderate-income housing;

South Weber will take no action that would put the continued existence of moderate-income housing at risk. Existing housing areas will not be rezoned in such a way as to

jeopardize their status as legal permitted uses. The zoning ordinance will not be modified in any way that jeopardizes their continued existence as legal permitted uses. South Weber will make every effort to keep costs of municipal services to these 80 dwellings within reasonable bounds.

(U) Apply for or partner with an entity that applies for programs administered by a metropolitan planning organization or other transportation agency that provides technical planning assistance;

South Weber plans on utilizing Wasatch Front Regional Council grants wherever possible. We have partnered and applied for planning assistance in the past, have received great value, and intend to partner and apply again.

Councilman Halverson explained the Planning Commission discussed option L in length suggesting leaving the first sentence and deleting the remainder.

Councilman Winsor inquired how the city is calculating the numbers for Senate Bill 34. David Larson disclosed the calculations came from using the current moderate-income percentage of 24% and maintaining that percent. He said there is a need for moderate-income housing that is currently being met.

Councilman Winsor moved to approve Resolution 19-46: Adopt Moderate-Income Housing Plan. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted aye. The motion carried.

NEW BUSINESS: Councilwoman Petty suggested looking into verifying survey results by address or utility billing account, and the possibility to publish results anonymously. She directed David Larson to address live streaming for public meetings and bring back details for review. David communicated the Cottonwood waterline project status and the possibility of doing a joint project with Uintah City for cost sharing and savings for the City. He petitioned Council confirmation for city staff working with Uintah City. The Council agreed. David reported signs will be ordered soon for South Bench Drive and there has been indication a name change is desired. Options include: Old Fort Road, Riverbend Drive, River Haven Road, Old Fort Lane, Woodland Way or keep it 6650 South. It was decided the road will be named Old Fort Road.

REPORTS:

Mayor Sjoblom: She reported Central Weber Sewer District is working through the tentative budget right now. There was a 2% increase in service fees last year, but no rate increase is proposed for this year.

She compared the population increase in Weber County cities to South Weber's

- South Weber – 2.8% increase to our total population
- North Ogden – same % increase, but much larger population
- Harrisville – roughly same % increase as South Weber
- Farr West – 3% increase
- Pleasant View – 4.3% increase
- Hooper – 5.5% increase
- West Haven – 12.6% increase – by nearly 2,000 residents

David Larson and the Mayor attended the Utah Outdoor Recreation Grant meeting

- UCOR – Utah Children’s Outdoor Rec and Ed Grant – services children 6-18 years – activities
 - Cycling, trail running, hiking, canoeing, kayaking, rafting, fishing, challenge course (along trail)
- UORG – Utah Outdoor Rec Grant – eligible projects
 - Similar activities as UCOR
 - River access infrastructure
 - Bathrooms in recreational areas
- RRIG – Recreation Restoration Infrastructure Grant
 - Trail repairs or realignment – not appropriate for wilderness trails
 - Restoration of restrooms, fire rings, tables, etc...
 - Accessibility for visitors with disabilities

She reported on the Joint Land Use Study – HAFB

- HAFB received a grant for joint land use study
- The Mayor is part of the policy committee – received 3 RFP’s - chose Matrix Design Group to perform study
 - Studies relationships and impacts of HAFB on surrounding communities
- Committee will meet with Matrix Design regularly to evaluate results

Councilman Halverson: He conveyed the Planning Commission discussed the R-H Zone at their last meeting. The number of units chosen was 7 units per acre with the name changing to R-7 Zone. The Planning Commission recommended a moratorium for the next six months. He reported on road issues 1) the sidewalk by Cambridge Crossing has a gap and needs to be fixed and 2) the turn lane at 475 East and South Weber Drive needs to be painted.

Councilwoman Petty: She stated Parks and Recreation Committee met today and discussed projects that are impact fee eligible i.e. a new ball field at Cherry Farms Parks, pickle ball courts at Canyon Meadows, possible property acquisition for a trail, as well as more restroom facilities, and roughed in parking lot at Canyon Meadows Park.

ADJOURNED: Councilwoman Petty moved to adjourn the Council Meeting at 7:38 p.m. Councilman Halverson seconded the motion. Council Members Halverson, Petty, Taylor and Winsor voted yes. The motion carried.

APPROVED: _____ Date _____


Mayor: Jo Sjoblom

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith

MEMORANDUM

TO: South Weber City Mayor and Council

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

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

RE: **INTERLOCAL AGREEMENT**
Cottonwood Dr. Waterline Replacement – Cost Share with Uintah City

Date: December 5, 2019

Background

The 2016 Culinary Water Capital Facilities Plan (CFP) identifies the existing waterline in Cottonwood Drive as needing to be replaced, due to the fact that it is a 6” line, and needs to be replaced with an 8” line, as that is the minimum size for a line servicing fire hydrants. In the 2018 Capital Improvements Plan (CIP) the replacement of this line is shown to take place in the year 2026 (not a high priority project). However, recent fire flow tests have revealed that this line also struggles to provide sufficient fire flow. The City budgeted \$300,000 this year to go towards waterline replacement projects addressing fire flow deficiencies.

Project Priority Adjustment

We are recommending an adjustment to the CIP; to complete the Cottonwood Drive waterline replacement in the current fiscal year. While the project location is different than some of the other locations anticipated, the purpose of the project remains the same; to address fire flow deficiencies. We feel this project should take priority for the following reasons: 1) Cottonwood Drive is an isolated service area. It is served by a connection to Weber Basin’s transmission line by Adams Ave. As such, it only has one source of water and “floats” off of Weber Basin’s transmission line (no reservoir); 2) Cottonwood Drive is in desperate need of resurfacing but cannot be done until the waterline is replaced; and 3) Uintah City also has a waterline that runs the entire length of the area we currently service, their line is old and in need of repair, and they are interested in exploring the idea of a joint-use line (rather than each city replacing their own lines).

Interlocal Agreement

Both City Councils have met and given direction to their staff to put together a draft agreement that would address the construction, maintenance, and cost sharing of a joint-use waterline project. Attached to this memo is the first Draft of the Interlocal Agreement (including exhibits).

While the Agreement itself spells out more of the details, essentially the agreement includes the following main elements:

1. The Project is mutually beneficial:
 - a. South Weber benefits: dramatically increased fire flow, second source of flow (Weber Basin transmission line and Uintah City system), and reservoir storage (Uintah City system). This results in significant improved service to this area of the City.
 - b. Uintah benefits: increased delivery capacity from the Weber Basin transmission line to the west end of Uintah, and it removes approximately 3,300 feet of supply waterline infrastructure from their maintenance responsibilities. This results in significant improved service to this area of their City.
2. South Weber will be responsible for the project (design, bidding, award, construction management, etc.).
3. South Weber and Uintah will share all costs equally, 50/50. This includes the costs of design, construction, and construction management.
4. South Weber will own and operate the line from the Weber Basin transmission line up to the new meter vault at the east end of Cottonwood Drive before the river bridge into Uintah (same length and service area as is currently served by the existing waterline).
5. Uintah's ownership and maintenance responsibilities will begin at their new meter vault.
6. Uintah will allow for a temporary connection to their system that will serve the residents on Cottonwood Drive during construction. South Weber will continue to meter and bill these residents as usual, but when construction is complete South Weber will remit to Uintah the amount collected during this time to pay for the use of the water.
7. Both cities will continue to be responsible for their own water in accordance with their existing contracts with Weber Basin. The meter vaults being installed with the project will ensure that the amount used by each city is accurately accounted for.

Recommendation

We recommend approval of the Interlocal Agreement.

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
SOUTH WEBER CITY AND UINTAH CITY
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

This Interlocal Agreement is made by and between South Weber City, a body politic and political subdivision of the State of Utah, having its principal business address as 1600 E. South Weber Drive, South Weber, Utah (hereinafter “South Weber”) and Uintah City, a body politic and political subdivision of the State of Utah, having its principal business address as 2191 E. 6550 S., Uintah City, Utah (hereinafter “Uintah”), individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, both Parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, South Weber is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, Uintah is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, South Weber has an existing culinary waterline that runs parallel to an existing Uintah culinary waterline along Cottonwood Drive (See Exhibit A);

WHEREAS, to improve fire flow in the area as well as address aging infrastructure, South Weber is planning to replace and upsize their existing culinary waterline;

WHEREAS, to improve delivery capacity from the source as well as address aging infrastructure Uintah also desires to replace and upsize their existing culinary waterline;

WHEREAS, Parties find it mutually beneficial to combine the waterlines into one (1) single line that serves both communities (hereinafter “Project”);

WHEREAS, the Project will provide the benefits of additional fire flow for the South Weber residents on Cottonwood Drive, as well as add storage and service redundancy where none currently exists;

WHEREAS, the Project will provide the benefits of increased delivery capacity from the source to the west end of Uintah and remove approximately 3,300 feet of supply waterline infrastructure from the maintenance responsibility of Uintah;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, South Weber and Uintah do mutually agree and undertake the following responsibilities:

Section One
Scope of Agreement

Intent. The Parties intend by this Agreement to combine their respective Cottonwood Drive Culinary Waterline Replacement Projects into one (1) for the purposes of design, bidding, construction, and maintenance.

Specifically, this Agreement addresses the obligations of South Weber and Uintah in relation to designing, preparing, bidding, awarding, managing, and the future ownership and maintenance of the Project. South Weber shall be the lead agency with each Party's responsibilities defined in Sections Two through Six of this Agreement.

Section Two
South Weber's Responsibilities

South Weber agrees to:

1. Complete the Engineering and Design of the Project in coordination with the needs of both South Weber and Uintah.
2. Coordinate with Weber Basin Water Conservancy District (hereinafter "WBWCD") for Project related work.
3. Oversee and manage the administration of Project from bidding to completion, including:
 - a. Advertise Project in accordance with current State noticing laws;
 - b. Prepare Project bidding and construction documents in accordance with the Engineer's Joint Contract Documents Committee (EJCDC) documents (hereinafter "Project Manual");
 - c. Conduct a Public Bid Opening;
 - d. Coordinate with Uintah in the selection of the Project to the Contractor (hereinafter "Contractor");
 - e. Award the Project to the selected Contractor;
 - f. Collect required performance bonds, payment bonds, and insurance from Contractor;
 - i. Contractor shall add "Uintah City Corporation" as an additional insured on required insurance certificate;
 - g. Conduct a pre-construction meeting with all Parties and Contractor;
 - h. Issue the Notice to Proceed to Contractor;
 - i. Provide inspection of all Project work completed;
 - j. Process and pay all Contractor pay requests, with review by Uintah;
 - k. Issue Project Change Order(s) to Contractor, where necessary;

- i. Prior to issuing, South Weber shall notify Uintah of change order request and obtain concurrence from Uintah of the change order prior to approving.
 - l. Issue Project Certificate of Substantial Completion to Contractor; and
 - m. Issue Project Notice of Final Acceptance to Contractor.
4. Maintain and oversee Project records and provide electronic versions to Uintah City upon completion of the Project.

Section Three Uintah's Responsibilities

Uintah agrees to:

1. Coordinate with South Weber and provide necessary information for the preparation of the Project.
2. Provide a representative to attend all Project related meetings.
3. Coordinate with South Weber on the selection of Contractor.
4. Provide a temporary culinary water connection for South Weber to use during Project construction.
5. Provide written approval or denial of change order request within three (3) business days of request from South Weber, if the request can be authorized administratively. If City Council approval is required, and time is not critical, provide written approval or denial of change order request following the next regularly scheduled meeting. If City Council approval is required, and time is critical, schedule a special meeting and provide written approval or denial as soon as reasonably possible.

Section Four Ownership, Operation, Maintenance & Repair

South Weber shall have the rights and responsibilities of ownership, operation, maintenance, and repair of the Project, up to the Uintah City meter vault located on the South side of the Weber River. Uintah City will own and maintain this vault, with the exception of the meter inside of the vault that is owned and maintained by WBWCD in accordance with their existing contract with Uintah City. With respect to the meter vault at the connection to WBWCD's transmission line, South Weber will be responsible for all maintenance in accordance with their existing contract with WBWCD. (See Exhibit "A")

The Parties mutually agree to operate the Project and all other related system facilities (waterline, valves, reservoir, etc.) in a good faith manner in order to help facilitate the intended and efficient use of the Project. The Parties also agree not to intentionally alter or inhibit the intended function of the Project and any other related system facility in a way that negatively impacts the other Party. If temporary adjustments are needed, the Parties agree to work together in a cooperative manner to the benefit of each Party.

Section Five Payment

1. The Parties agree to share the actual costs for Design and Construction of the Project equally at fifty percent (50%) each. For estimated Design and Construction costs, see Exhibit "B".
2. South Weber and Uintah will establish and maintain their own budgets for expenses related to this Agreement.
3. For all costs relating to services provided by the Engineer, including subconsultants (design, bidding, construction management, inspection, testing, etc.), the Engineer will split their time equally at fifty percent (50%) each and invoice the Parties separately, in accordance with existing contracts in place with the Parties for engineering services.
4. A change order allowance of five percent (5%) of the contract price will be split 50% paid by each Party and will be approved administratively by both Parties. Any net amount above the five percent (5%) must be approved by both Parties' City Councils for authorization.
5. For the Construction of the Project, South Weber shall make payment in full to Contractor and request reimbursement from Uintah.
 - a. Parties will equally share the actual cost of the Project advertisement in the local newspaper. South Weber shall invoice Uintah for one-half (1/2) of the advertisement cost.
 - b. Within thirty (30) days of receiving invoice from Contractor, South Weber will issue payment(s) to Contractor.
 - c. Within ten (10) days after issuing payment(s) to Contractor, South Weber shall issue an invoice, along with Contractor pay request, to Uintah for one-half (1/2) of the cost of the Project work completed.
 - d. Within thirty (30) days of receipt of an invoice from South Weber, Uintah shall submit the reimbursement payment.
6. South Weber and Uintah will each continue to be responsible for full payment of their own water consumption, as metered by and invoiced through WBWCD to each Party.
7. South Weber will continue to meter and bill the residents connected to the temporary culinary water connection provided by Uintah during construction and will remit amount collected to Uintah within thirty (30) days following completion of the project.
8. South Weber shall be responsible for full costs related to the ownership, operation, maintenance, repair & replacement as outlined in Section Four of this Agreement.

Section Six
General Provisions

1. **Limitations.** Except as outlined by this Agreement or by agreement separate from this, neither Party assumes any responsibility to inspect, install, operate or otherwise maintain the other Party's culinary water utility system. Further, this Agreement does not impose on either Party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.
2. **Official Representative.** Parties respectively designate the following persons to act as their authorized representative in matters and decisions pertaining to the timely performance of this Agreement.

South Weber

David Larson

City Manager

801-479-3177

dlarson@southwebercity.com

Uintah

Darinda Wallis

City Recorder

801-479-4130

uintahcity@uintahcity.com

The authorized representative(s) shall have full power to bind South Weber and Uintah, respectively, in decisions related to the Project and that do not require approval from South Weber or Uintah elected representatives, unless otherwise required by their individual Purchasing Policy. Each may designate an authorized representative upon written notice to the other Party.

3. **Term and Renewal.** Notwithstanding anything to the contrary in this Agreement, the obligations set forth in the Agreement shall remain in effect without limitation as to time.
4. **Termination.** Once approved, this Agreement may only be terminated by joint approval of the Parties. Depending on the status and progression of the Project, the Parties must mutually agree upon division of the remaining responsibilities. If the Agreement is terminated, Uintah shall have thirty (30) days to pay any outstanding balance owed to South Weber.
5. **Effective Date.** This Agreement shall become effective upon compliance with State law governing interlocal cooperation agreements and upon ratification by the Parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.
6. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from the each Party, along with being approved as to form by the South Weber Attorney and Uintah Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
7. **Entire Agreement.** This Agreement, together with any written amendments, shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except for the resolutions of each Party herein attached and incorporated by reference.

8. **Indemnification.** Each Party agrees to indemnify, defend, and save and hold the other Party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:
 - a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying Party's actions;
 - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying Party, relating to this Agreement; and
 - c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
9. **Employee Status.** It is understood and agreed by the Parties that any and all personnel furnished by the Parties shall remain employees of the respective Parties and shall abide by the personnel policies of the respective Parties.
10. **Hired Consultant Status.** It is understood and agreed by the Parties that any consultant, including but not limited to the person, firm, or entity serving as City Engineer, Project Engineer, or Contractor, shall not represent themselves as employees of the respective Parties.
11. **Warranties.** Each Party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the Parties that would adversely affect this Agreement.
12. **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the South Weber City Recorder and the Uintah City Recorder and shall remain on file for public inspection for the duration of this Agreement.
13. **Governing Law.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
14. **Non-transferable.** The rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the Parties.
15. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement, unless the invalidation of the provision materially alters the agreement by interfering with the purpose of the agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the Parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the Parties. It is thus the intention of the Parties that each provision of

this agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the agreement is preserved.

16. Additional Interlocal Cooperation Act provisions. In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party, pursuant to Section 11-13-202.5.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each Party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the Parties.
- e. Immediately after execution of this Agreement by both Parties, each Party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The Parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

(continued on next page)

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
SOUTH WEBER CITY AND UINTAH CITY
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

DATED this ____ day of _____, 2019

SOUTH WEBER CITY:

City Manager, South Weber City

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Recorder

City Attorney

DATED this ____ day of _____, 2019

UINTAH CITY:

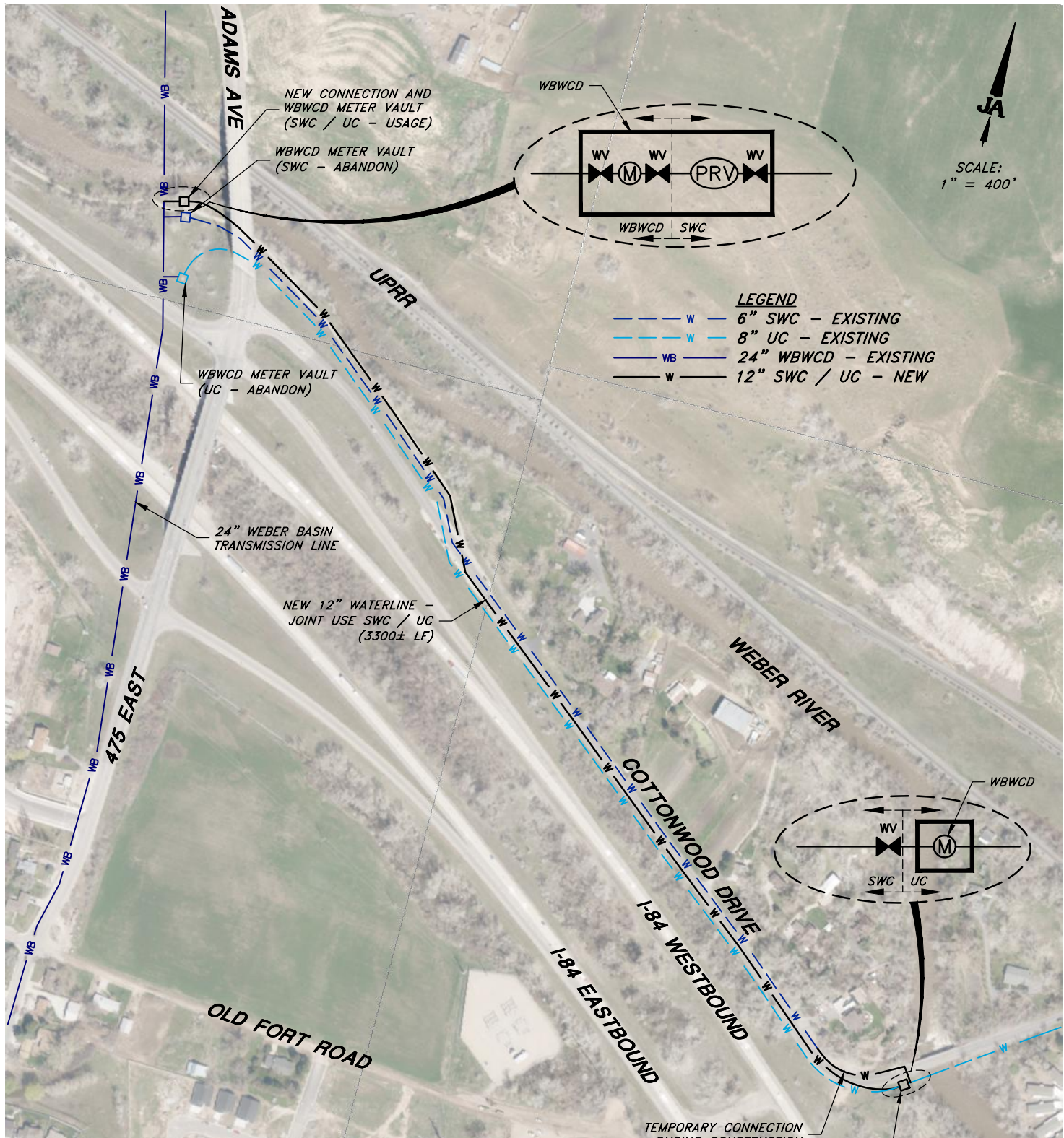
Mayor, Uintah City

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Recorder

City Attorney



JA
SCALE:
1" = 400'

- LEGEND**
- W --- 6" SWC - EXISTING
 - W --- 8" UC - EXISTING
 - WB --- 24" WBWCD - EXISTING
 - W --- 12" SWC / UC - NEW

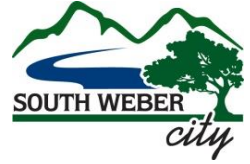
PROJECT PURPOSE:

THE PURPOSE OF THIS PROJECT IS TO PROVIDE BETTER SERVICE AND SAVE MONEY BY SHARING THE COST OF THE PROJECT. THE PROJECT WILL CONSTRUCT ONE SINGLE JOINT-USE WATERLINE WITH A NEW CONNECTION AND METER VAULT ON THE WBWCD TRANSMISSION LINE TO SERVE BOTH SOUTH WEBER AND UINTAH CITY. BOTH EXISTING LINES WILL BE ABANDONED. AN ADDITIONAL BI-DIRECTIONAL READ METER VAULT WILL BE INSTALLED AFTER THE LAST SOUTH WEBER SERVICE AND BEFORE THE FIRST UINTAH SERVICE TO BE ABLE TO MEASURE SEPARATE USAGE. THE SYSTEM WILL BE CONNECTED TO THE TRANSMISSION LINE AND A RESERVOIR, THUS PROVIDING STORAGE AND REDUNDANT SOURCES OF SERVICE.

| | | |
|--|---|---|
| <p>JONES & ASSOCIATES</p> <p>CONSULTING ENGINEERS</p> <p>6080 Fashion Point Drive South Ogden, Utah 84403 (801) 476-9767 www.jonescivil.com</p> | <p>SOUTH WEBER AND UINTAH CITY CORPORATIONS</p> <p>COTTONWOOD DRIVE WATERLINE REPLACEMENT</p> | <p>SHEET:</p> <p style="font-size: 2em; font-weight: bold;">1</p> <p>OF 1 SHEETS</p> <p style="text-align: center;">0</p> |
| | <p>EXHIBIT "A" - CONCEPT PLAN</p> | |
| | | |

Cottonwood Dr. Waterline Replacement Project

Exhibit "B" - Cost Estimate



Improvement costs associated with replacement and upsizing of existing waterline, new connection to WBWCD, new meter vaults, fire hydrants, reconnection of services, and asphalt patch.

Location:

From the WBWCD Meter Vault (approx. Adams Ave by River Trail) to the Uintah City connection prior to crossing the river

Date: December 4, 2019

| Item | Description | Qty | Unit | Unit Price | Total |
|-----------------------------------|---|--------|------|--|---------------------|
| New 12" Waterline Complete | | | | | |
| 1 | Mobilization | 1 | L.S. | \$5,000.00 | \$5,000.00 |
| 2 | Traffic Control | 1 | L.S. | \$7,000.00 | \$7,000.00 |
| 3 | Sawcut asphalt | 4,200 | l.f. | \$1.50 | \$6,300.00 |
| 4 | Remove asphalt (3"-5" thick) | 12,600 | s.f. | \$1.75 | \$22,050.00 |
| 5 | Remove and dispose of existing meter vault complete | 2 | ea. | \$5,000.00 | \$10,000.00 |
| 6 | Disconnect and patch existing connection to WBWCD | 2 | ea. | \$2,000.00 | \$4,000.00 |
| 7 | Cut, plug and abandon existing waterline | 2 | ea. | \$500.00 | \$1,000.00 |
| 8 | New 6" PVC C900 DR-18 waterline (temp) | 350 | l.f. | \$32.00 | \$11,200.00 |
| 9 | New 12" PVC C900 DR-14 waterline | 3,300 | l.f. | \$70.00 | \$231,000.00 |
| 10 | New 6" gate valve (temp) | 1 | ea. | \$1,500.00 | \$1,500.00 |
| 11 | New 12" butterfly valve | 3 | ea. | \$4,000.00 | \$12,000.00 |
| 12 | Construct new meter vault (by WBWCD transmission line) | 1 | L.S. | \$70,000.00 | \$70,000.00 |
| 13 | Construct new meter vault (prior to river crossing) | 1 | L.S. | \$50,000.00 | \$50,000.00 |
| 14 | Connect new 12" to existing 24" WBWCD transmission line | 1 | ea. | \$8,000.00 | \$8,000.00 |
| 15 | Connect new 12" to existing 8" waterline | 2 | ea. | \$3,000.00 | \$6,000.00 |
| 16 | Connect new 6" to existing 8" waterline (temp) | 1 | ea. | \$850.00 | \$850.00 |
| 17 | Connect new 6" to existing 6" waterline (temp) | 1 | ea. | \$750.00 | \$750.00 |
| 18 | Connect existing fire hydrant to new waterline | 3 | ea. | \$1,200.00 | \$3,600.00 |
| 19 | Connect existing service to new waterline | 6 | ea. | \$1,700.00 | \$10,200.00 |
| 20 | New granular imported trench backfill | 75 | ton | \$22.00 | \$1,650.00 |
| 21 | New UTBC (12" thick) | 920 | ton | \$25.00 | \$23,000.00 |
| 22 | New HMA (4" thick) | 330 | ton | \$75.00 | \$24,750.00 |
| 23 | Raise valve box to grade with concrete collar | 2 | ea. | \$400.00 | \$800.00 |
| | | | | SUBTOTAL = | \$510,650.00 |
| | | | | 10%± Contingency = | \$51,065.00 |
| | | | | 5%± Engineering & Construction Management = | \$25,532.50 |
| | | | | TOTAL = | \$587,247.50 |
| | | | | SOUTH WEBER PORTION (50%) = | \$293,623.75 |
| | | | | UINTAH PORTION (50%) = | \$293,623.75 |

* Cost Estimate does not include any costs associated SCADA. Any SCADA improvements desired by each city would be coordinated with WBWCD and paid for independently.



**SOUTH WEBER CITY
RESOLUTION NO. _____**

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
SOUTH WEBER CITY AND UINTAH CITY
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements become effective; and

WHEREAS, South Weber City and Uintah City and have negotiated an Agreement for the purposes of completing the Cottonwood Drive Waterline Replacement as one combined project;

WHEREAS, South Weber City and Uintah City find that mutual benefit and cost-effective government can be achieved through this Interlocal Agreement for services entailed herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of South Weber the attached Interlocal Agreement is entered with Uintah City for the purposes of the Cottonwood Drive Waterline Replacement Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the City Manager to execute the Interlocal Agreement for and on behalf of South Weber City.

PASSED AND APPROVED by the South Weber City Council this _____ day of _____, 2019.

City Manager, South Weber City

ATTEST: _____
City Recorder

Roll Call Vote

| | | |
|--------------------------|-----|----|
| Council Member Hyer | Yes | No |
| Council Member Winsor | Yes | No |
| Council Member Petty | Yes | No |
| Council Member Halverson | Yes | No |
| Council Member Taylor | Yes | No |

**UINTAH CITY
RESOLUTION NO. _____**

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
SOUTH WEBER CITY AND UINTAH CITY
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements become effective; and

WHEREAS, Uintah City and South Weber City and have negotiated an Agreement for the purposes of completing the Cottonwood Drive Waterline Replacement as one combined project;

WHEREAS, Uintah City and South Weber City find that mutual benefit and cost-effective government can be achieved through this Interlocal Agreement for services entailed herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Uintah the attached Interlocal Agreement is entered with South Weber City for the purposes of the Cottonwood Drive Waterline Replacement Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of Uintah City.

PASSED AND APPROVED by the North Ogden City Council this _____ day of _____, 2019.

Mayor, Uintah City

ATTEST: _____
City Recorder

Roll Call Vote

| | | |
|------------------------|-----|----|
| Mayor Cutler | Yes | No |
| Council Member Smith | Yes | No |
| Council Member Roberts | Yes | No |
| Council Member Boothe | Yes | No |
| Council Member Bell | Yes | No |

RESOLUTION 19-47
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING A COST SHARE AGREEMENT WITH UINTAH CITY

WHEREAS, both South Weber City and Uintah City plan to improve waterlines along Cottonwood Drive; and

WHEREAS, the parallel lines can be combined into a single line serving both water districts; and

WHEREAS, it is in the best interests of both cities to share in the installation and maintenance fees for this project; and

WHEREAS, the Council has carefully considered the agreement and find it beneficial to the citizens of South Weber;

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

Section 1. Approval: The cost share agreement with Uintah City attached as Exhibit 1 is hereby approved.

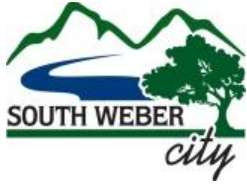
Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 10th day of December 2019.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder



Council Meeting Date: 12-10-19

Name: Lisa

Agenda Item: Resolution 19-48

Objective: Appoint temporary judges

Background: Justice Court administrator Jim Peters recently recommended that all justice courts have a resolution in place appointing temporary judges as allowed by law. Occasionally Judge Memmott may have to recuse himself from a case if he has had prior dealings with the defendant or he may choose to go on vacation, become ill, or go to training. In order to proceed without cancelling court as often as possible, we will need a substitute judge. To provide the most flexibility the resolution states any sitting Second District Justice Court Judge or any from adjacent counties may preside.

Summary: We need temporary judges in place prior to needing one.

Committee Recommendation: na

Planning Commission Recommendation: na

Staff Recommendation: na

Attachments: na

Budget Amendment: na

RESOLUTION 19-48
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
AUTHORIZING THE APPOINTMENT OF
TEMPORARY JUSTICE COURT JUDGES

WHEREAS, South Weber City operates a Justice Court certified by the state of Utah; and

WHEREAS, the South Weber Justice Court Judge may be absent from court from time to time or may have need to withdraw from a case to avoid any semblance of partiality; and

WHEREAS, UCA 78A-7-208 allows the local governing body to appoint a temporary Justice Court Judge;

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

Section 1. Appointment: Any sitting justice court judge holding office within the Second Judicial District or in an adjacent county may preside as the South Weber City Temporary Justice Court Judge in the event of absence or recusal of the permanent judge.

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 10th day of December 2019.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder