



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 March 10, 2020 in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m.

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

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

PRESENTATIONS

4. Development at approximately 475 E 6650 S (17 acres) by Carter Randall

ACTION ITEMS

5. Approval of Consent Agenda
 - a. Minutes February 8, 2020
 - b. Minutes February 11, 2020
 - c. Minutes February 18, 2020
6. Resolution 2020-04: Interlocal Agreement with Uintah for Cottonwood Waterline
7. Resolution 2020-07: Final Plat for South Weber Drive Commercial 1st Amendment
8. Resolution 2020-10: Amendment #4 to Interlocal Cooperation Agreement for Animal Services

DISCUSSION ITEMS

9. Plans Review Services Provider Pool
10. 2020 Legislative Review

REPORTS

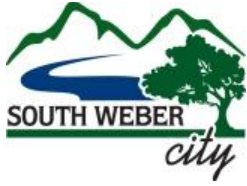
11. New Business
12. Council & Staff
13. Adjourn

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: 03-05-2020

CITY RECORDER: Lisa Smith



Council Meeting Date: March 10, 2020

Name: David Larson

Agenda Item: 4

Objective: Development Concept Presentation for Property near I-84 & Old Fort Road

Background: The City has been approached with a concept for a potential mixed-use development on the property north of Old Fort Road near the I-84 Interchange. Knowing this property is being actively discussed as part of the ongoing general plan update, the developer would like to present the concept to the City Council.

Summary: Receive development concept presentation by Carter Randall with PPC Commercial Real Estate Brokerage

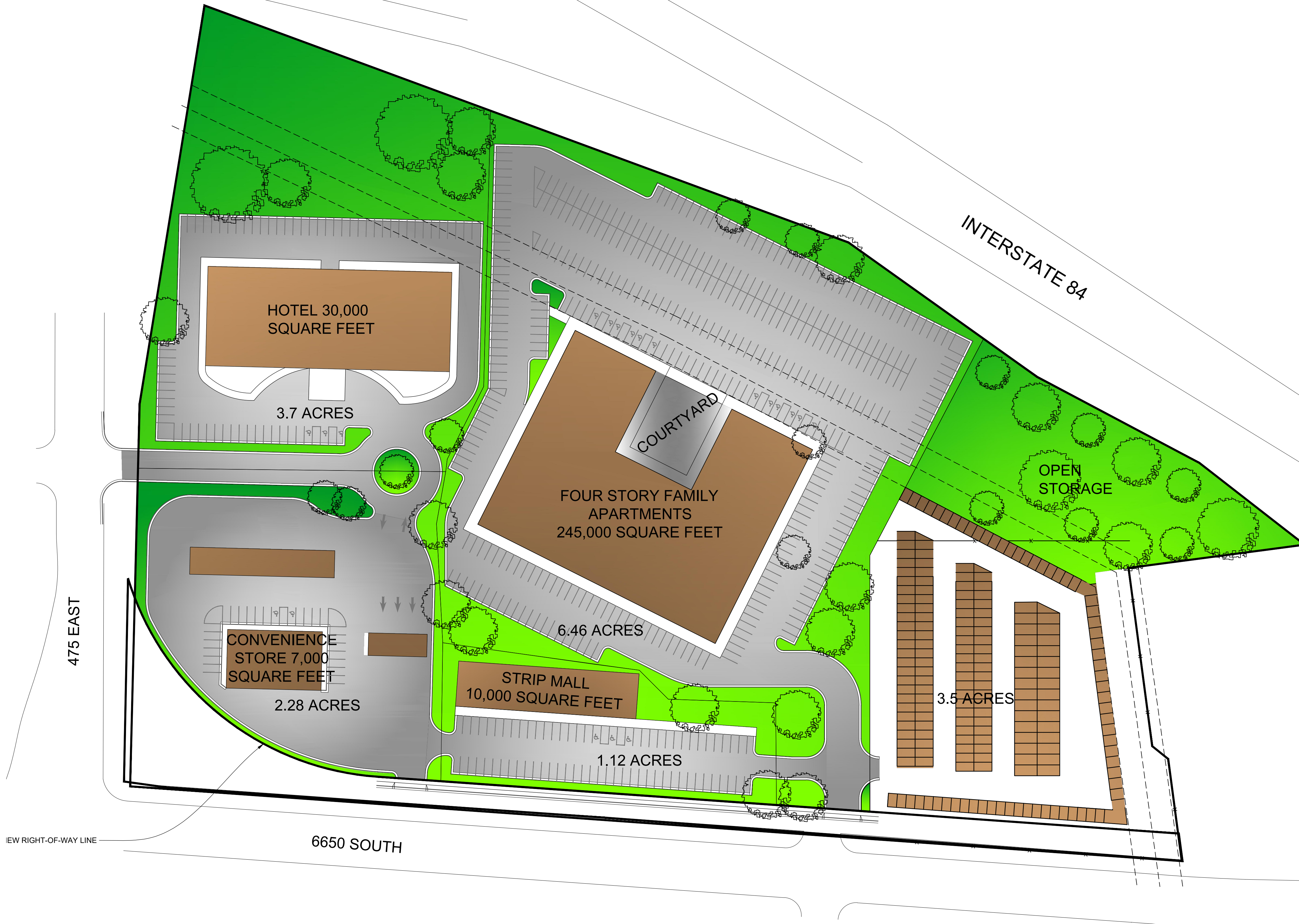
Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: n/a

Attachments: Concept Plan, Aerial Overlay

Budget Amendment: n/a

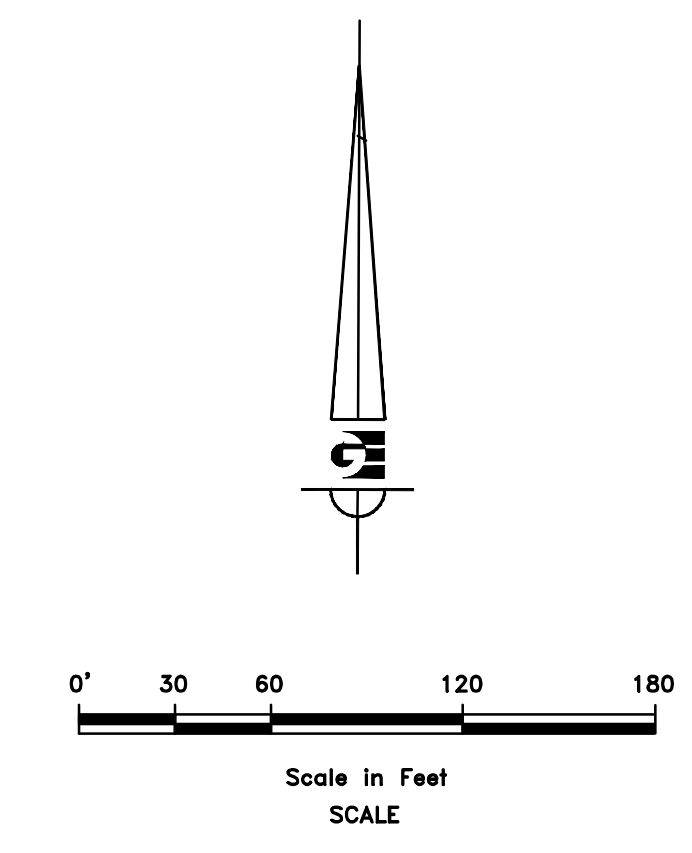


INTERSTATE 84

475 EAST

6650 SOUTH

LEW RIGHT-OF-WAY LINE



- LEGEND**
- ◆ WEBER COUNTY MONUMENT AS NOTED
 - SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
 - SUBDIVISION BOUNDARY
 - LOT LINE
 - - - ADJACENT PARCEL
 - - - SECTION LINE
 - - - EASEMENT
 - - - EXISTING FENCE LINE

PARKING TABLE

BASED OFF OF SOUTH WEBER CITY CODE FOUND IN CHAPTER 8: 10-8-5

BUILDING	CODE REQUIREMENT	WILL NEED ABOUT
STRIP MALL	3.5 SPACES PER 1,000 SQ FT	72 STALLS
GAS STATION	3.5 SPACES PER 1,000 SQ FT	25 STALLS
HOTEL (100 ROOMS)	1 SPACE FOR EACH 1.5 ROOMS	67 STALLS
APARTMENTS (200 UNITS)	2 SPACES PER DWELLING UNIT	400 STALLS
MINIMUM TOTAL		564 STALLS
TOTAL AS SHOWN		564 TOTAL STALLS

REVISIONS	DATE	DESCRIPTION

SCALE: 1" = 60'
 DATE: 4/16/15
 DESIGN: _____
 DRAWN: JTN
 CHECKED: KHV
 DWG: 2015-PPC-COMMERCIAL-991 - STEPHENS SOUTH WEBER SOUTH WEBER MARKED USE CONCEPT.DWG

CONCEPT PLAN FOR STEPHENS SOUTH WEBER
 6650 SOUTH 475 EAST
 A PART OF SECTIONS 20, 21, 28, AND 29
 TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B. AND M.

GARDNER ENGINEERING
 CIVIL - LAND PLANNING
 MUNICIPAL - LAND SURVEYING
 5150 SOUTH 375 EAST OGDEN, UT
 OFFICE: 801.476.0202 FAX: 801.476.0066

Untitled Map
Write a description for your map.

Legend
Posse Grounds Park



HOTEL 30,000 SQUARE FEET
3.7 ACRES

COURTYARD
FOUR STORY FAMILY APARTMENTS
245,000 SQUARE FEET
6.46 ACRES

CONVENIENCE STORE 7,000 SQUARE FEET
2.28 ACRES

STRIP MALL
10,000 SQUARE FEET
1.12 ACRES

3.5 ACRES

S 475 E

E 6650 S

84

INTERSTATE 84

Cottonwood Dr



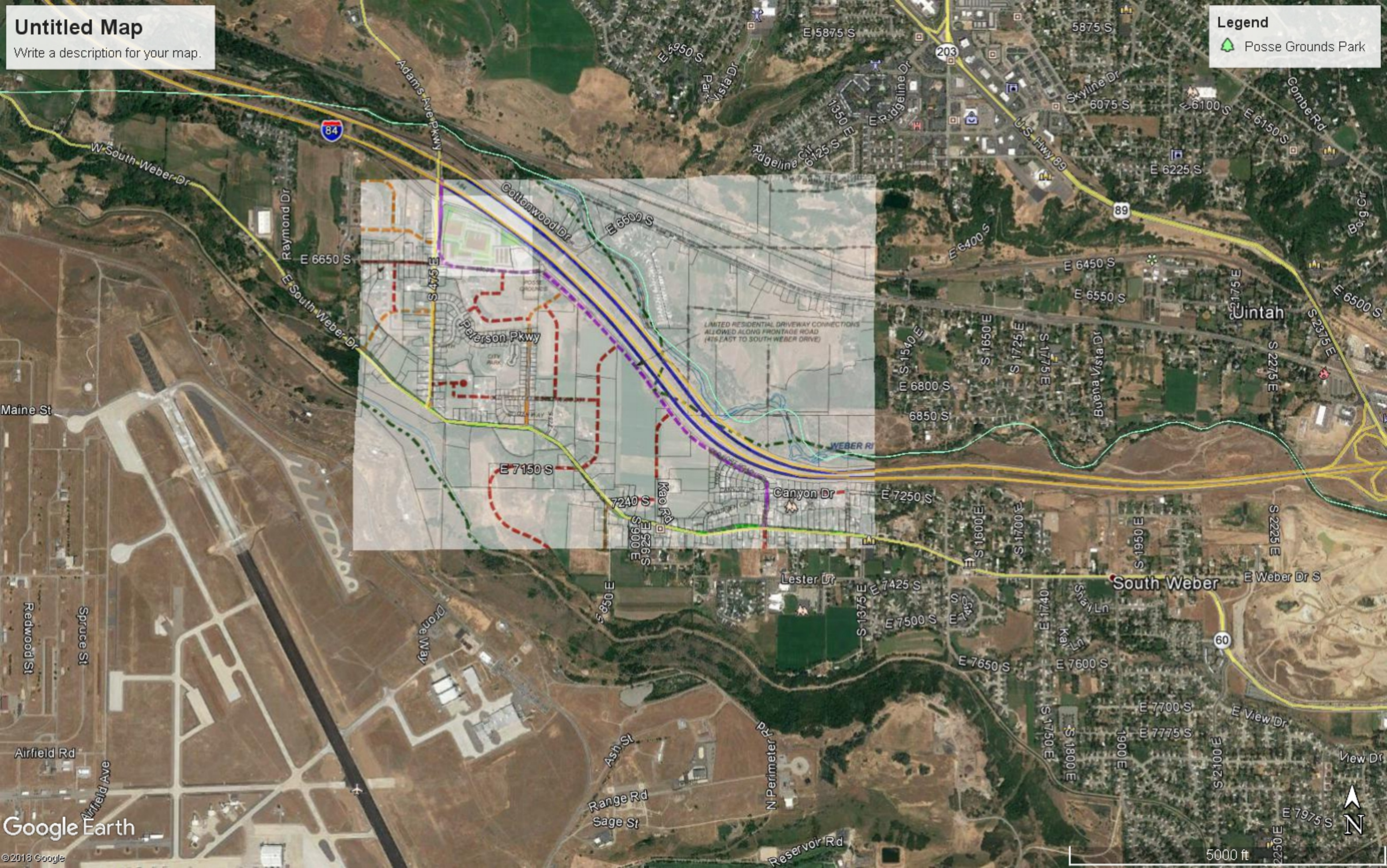
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Write a description for your map.

Legend
Posse Grounds Park



Untitled Map
Write a description for your map.

Legend
Posse Grounds Park



**CITY COUNCIL
& PLANNING COMMISSION
Retreat**

DATE OF MEETING: 8 February 2020

TIME COMMENCED: 9:07 a.m.

LOCATION: Davis County Library Meeting Room at 61 S Main Street, Farmington UT

PRESENT: MAYOR: Jo Sjoblom

COUNCIL MEMBERS: Hayley Alberts
Blair Halverson
Angie Petty
Quin Soderquist
Wayne Winsor

PLANNING COMMISSION: Gary Boatright Jr.
Tim Grubb
Wes Johnson
Rob Osborne
Taylor Walton

CITY PLANNER: Barry Burton

CITY ENGINEER: Brandon Jones

CITY RECORDER: Lisa Smith

DEVELOPMENT COOR: Kimberli Guill

CITY MANAGER: David Larson

CODE ENFORCER: Chris Tremea

CITY ATTORNEY: Doug Ahlstrom

FIRE CHIEF: Derek Tolman

PUBLIC WORKS DIR: Mark Larsen

RECREATION DIR: Curtis Brown

CITY TREASURER: Paul Laprevote

FINANCE DIRECTOR: Mark McRae

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES:

Mayor Sjoblom called the meeting to order and welcomed those in attendance including new Council Member Quin Soderquist, Planning Commission Gary Boatright Jr., and City Attorney Doug Ahlstrom & his wife.

Quin Soderquist related a tale vehicle issues and rescue by Mark Larsen. He thanked Mark for his service to him, and the city of South Weber.

Oath of Office: Planning Commissioner Gary Boatright Jr.

Lisa Smith, City Recorder, administered the oath of office to Gary Boatright Jr.

Presentations**a. Open Public Meetings: Doug Ahlstrom**

City Attorney, Doug Ahlstrom explained the presiding officer of each public body is responsible to ensure that all members of the public body are provided with annual training on the Open and Public Meetings Act. Every meeting is open to the public unless closed under Sections 52-4-204, 52-4-205, and 52-4-206. A **“Meeting”** is defined as the convening of a public body, with a quorum present, whether in person or by means of electronic communications, for the purpose of discussing, receiving comments from the public concerning, or acting upon a matter over which the public body has jurisdiction or advisory power. Meeting includes a workshop or executive session of a public body, but does not mean a chance or social meeting.

A **“Public Body”** means any administrative, advisory, executive, or legislative body of the state or its political subdivisions that: 1. is created by the Utah Constitution, a statute, rule, ordinance, or resolution; 2. consists of two or more persons; 3. expends, disburses or is supported in whole or part by tax revenue; and 4. is vested with the authority to make decisions regarding the public’s business.

“Quorum” means a simple majority (greater than half) of the membership of a public body, unless otherwise defined by applicable law. The Mayor and two councilmembers are not a quorum because the Mayor is not a voting member. Discussion took place regarding committee meetings requirements. Doug proposed the committee chairs decide whether to invite the public.

Notice Requirements include:

Annual public notice of the date, time, and place of regularly scheduled board meetings.

At least 24 hour public notice of the agenda, date, time and place of each of its meetings.

The 24 hour public notice is satisfied by: 1. posting a notice at the principal office; 2. online at the Utah Public Notice Website (§ 63F-1-701); and 3. Provide notice to at least one newspaper of general circulation or to a local media correspondent. South Weber City uses the Standard Examiner for public notices.

Agenda Requirements: A public notice that is required to include an agenda must be specific enough to notify the public as to the topics to be considered at a meeting. Except for emergency meetings, a public body may not raise and consider a topic that is not listed under a properly noticed agenda. However, a topic not included on an agenda that is raised by the public during an open meeting may be discussed but no final action may be taken at that meeting.

Minutes & Recordings of Open Meetings: Except for site visits and field tours in which no vote or action is taken, written minutes and recordings must be kept of all open meetings. The minutes and recordings are public records, but minutes are the official record of action taken. Anyone in attendance can make their own recording unless it interferes with the conduct of the meeting.

Written minutes and recordings must include: a. the date, time and place of the meeting; b. the names of members present and absent; c. the substance of all matters proposed, discussed, or decided; d. a record, by individual member, of votes taken; e. the name of each person who is not a member who provided testimony; f. the substance of any testimony or comments by the public; and g. any other information any member requests to be entered.

Written minutes and recordings of an open and public meeting are public records as follows: a. Written minutes that have been prepared in a form awaiting only formal approval by the public body are a public record. b. Written minutes shall be made available to the public within a reasonable time after the end of the meeting. c. Written minutes made available to the public before they have been adopted by the public body shall be marked “awaiting formal approval” or “unapproved” or some similar notice that they have not been formally approved. d. Public bodies are required to establish and implement procedures for the public body’s approval of the written minutes of each meeting. e. Written minutes are the official record of action taken at the meeting. f. A recording of an open meeting shall be available to the public for listening within three business days after the end of the meeting. g. Written minutes or recordings of an open meeting have a retention schedule and need to be stored in/converted to a format that will allow long-term preservation.

Closing a Meeting:

Closed meetings are never required, but may be held provided: a. a quorum is present; b. two-thirds of the members in a properly noticed open meeting vote to close the meeting; c. the only matters discussed in the closed meeting are those permitted in Section 52-4-205; and d. no ordinance, resolution, rule regulation, contract or appointment is approved in the closed meeting.

The following must be publicly announced and entered on the minutes of the open meeting: – the reason or reasons for holding a closed meeting; – the location where the closed meeting will be held; and – the vote by name, of each member of the public body, either for or against the motion to hold a closed meeting.

The purposes for closing a meeting are limited to:

- Discussion of the character, professional competence, or physical or mental health of an individual (excepting a person submitted for consideration to fill a midterm vacancy or temporary absence of an elected office);
- Strategy sessions discussing:
 - Pending or reasonably imminent litigation;
 - Collective bargaining;
 - The purchase, exchange, or lease of real property if discussion would disclose property value or prevent the best possible transaction for the public body;
 - The sale of real property if;

- Discussion would disclose property value or prevent the best possible transaction for the public body;
- Previous notice that such property will be offered for sale has already been given; and
- The terms of the sale are publicly disclosed before sale approval;
- Deployment of security personnel, devices, or systems; and
- Investigative proceedings regarding allegations of criminal misconduct.

Record of Closed Meetings: Except where a sworn statement is required, an audio recording of the closed meeting is required, and detailed written minutes may be kept. Recordings must be a complete and unedited from commencement through adjournment of the closed meeting.

The recording and any minutes of a closed meeting must contain: 1. the date, time, and place of the meeting; 2. the names of members present and absent; and 3. the names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of closing the meeting.

Record of Closed Meetings Sworn Statement: Instead of a recording, a sworn statement is required from the person presiding at a meeting if a public body closes a meeting exclusively for the purpose of: – discussing character, professional competence, or physical or mental health of an individual; or – discussing the deployment of security personnel, devices, or systems

Emergency Meetings: When, due to unforeseen circumstances, it is necessary for a public body to hold an emergency meeting to discuss matters of an emergency or urgent nature, the notice requirements may be disregarded and the best notice practicable given (to include time, place, and topics to be considered). Before such a meeting is held an attempt must be made to notify all of its members and a majority must vote in favor of holding such a meeting.

Electronic Meetings: A public body may not hold an electronic meeting (convened or conducted by means of a conference using electronic communications) unless it has adopted a resolution, rule, or ordinance governing the use of electronic meetings. Commerce R151-1-2 provides: 1. Such meetings are permitted but may be limited based on budget, public policy, or logistical considerations, 2. A director or designee may establish such meetings on his or her own initiative or acting upon a timely request (at least 3 business days prior) from a board member, 3. A quorum of a public body is not required to be present at a single anchor location (the physical location from which an electronic meeting originates), 4. Any number of separate connections are permitted unless limited based upon available equipment, etc.

A public body convening or conducting an electronic meeting must: 1. give public notice under Section 52-4-202; – post written notice at the anchor location(s); 2. provide at least 24-hour notice to the public body, including how members will be connected, so members may participate (the ability to communicate with all of the members of a public body) in and be counted as present for all purposes; 3. establish one or more anchor locations, at least one of which must be in the normal meeting location, and provide space and facilities so that interested persons and the public can attend, monitor, and; and 4. provide space and facilities at the anchor location so interested persons and the public can attend, monitor and participate.

Disruptive behavior at a meeting: A public body may remove any person who willfully disrupts a meeting to the extent that orderly conduct is seriously compromised. Such a removal does not constitute closing the meeting.

Voiding a Public Meeting: Final action in a meeting held in violation of the requirements for open, emergency, and electronic meetings is voidable in court. Lawsuits to void issuance of bonds, notes or other debt evidences must be filed within 30 days after the date of the action. All other suits to void action must be filed within 90 days.

Criminal Penalty for Improperly Maintaining Records: Intentionally mutilating, destroying, or otherwise damaging or disposing of the record-copy of a record knowing it is in violation of the laws governing retention of the record is a class B misdemeanor, and the employee involved may be suspended or discharged from employment.

Enforcement of Open and Public Meetings Act: The attorney general and county attorneys are responsible for enforcement of the Open and Public Meetings Act. The attorney general is required on a least a yearly basis to provide notice to all public bodies of any material changes to the Open and Public Meetings Act. A person denied any right under the Act may bring suit to compel compliance with or enjoin violations or determine the applicability of the Act, and may be awarded attorney fees and court costs if successful.

Action Challenging Closed Meeting: In a lawsuit brought to challenge the legality of a closed meeting a court is required to review the recording or written minutes of the closed meeting in camera, and decide the legality of the closed meeting. If the court determines that the public body did not violate the Act regarding closed meetings, it must dismiss the case without disclosing or revealing the information from the recording or minutes of the closed meeting. If the court determines the public body did violate the Act regarding closed meetings, it must publicly disclose or reveal from the recording or minutes all information about the portion of the meeting that was illegally closed.

Criminal Penalty for Closed Meeting Violation: A knowing or intentional violation or aiding or advising in the violation of the closed meeting provisions of the Open and Public Meetings Act is a class B misdemeanor.

Reasonable Accommodations: Although not addressed in the Open & Public Meetings Act, the Americans with Disabilities Act 42 U.S.C. 12101 et seq., provides persons with a disability the right to request a reasonable accommodation. Be sensitive in dealing with reasonable accommodation requests – this may require such things as providing TTY service for a person who is deaf or hard of hearing when conducting an electronic meeting when proper notice of the reasonable accommodation request has been given in order to allow him/her to “participate.”

Mr. Ahlstrom encouraged review City Code 1-2-4: B. Special Meetings.

b. Conditional Use Permits: Doug Ahlstrom

Doug recounted an example of conditional use permit regarding Riverton City and Reeves Riverton Ranch, LLC. Reeves owned approximately 7.6 acres of land (the “property”) adjacent to the Jordan River Parkway along the west bank of the Jordan River in Riverton City (the

“City”). The western border of the property abuts several existing single-family residences. The property was zoned A-5, Agricultural. The A-5 Zone allowed for agricultural uses and other related and compatible uses. The minimum lot size in the zoning district was 5 acres so the lot could not be further subdivided for residential development. On May 9, 2016, after failed attempts to petition the Riverton City Council to rezone the property to allow a residential subdivision, Reeves submitted a conditional use permit application to construct a privately-owned park consisting of two sports fields, a sand volleyball pit, and a tot-lot playground. The use category “Parks and open space, public” was a conditionally permitted use in the A-5 Zone. The Planning Commission imposed 13 conditions. Reeves argued that several of the conditions were “illegal, punitive, facially insupportable, [and] factually and legally unsupportable.” Reeves further asserted that the imposition of the conditions was “tantamount to a denial of the CUP.”

A conditional use is “a land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.” UTAH CODE § 10-9a-103(5).

Consequently, in addition to ensuring that the proposed conditional use complies with all general, relevant, non-discretionary requirements in the local code that any other permitted use must comply with in the same zoning district, a municipality must review and permit conditional uses in accordance with the following:

- (1) A land use ordinance may include conditional uses and provisions for conditional uses that require compliance with standards set forth in an applicable ordinance.
- (2) (a) A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
(b) If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied.

UTAH CODE § 10-9a-507. In accordance with state law, a municipality must adopt applicable standards for conditional uses. These standards guide and limit the municipality’s discretion in imposing specific conditions in addition to generally applicable code requirements.

SOUTH WEBER MUNICIPAL CODE 10-7-3: BASIS FOR ISSUANCE: The planning commission or city council shall not approve a conditional use permit unless evidence is presented by means of a site plan, if applicable, to establish:

A. Compliance with Regulations and Conditions: That the proposed use will comply with regulations and conditions specified in this title for such use; and

B. Conformance to General Plan: That the proposed use will conform to the intent of the general plan; and

C. Use Not Detrimental: That such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and welfare of persons or injurious to property and improvements in the community, and will be compatible with and complementary to the existing surroundings uses, buildings and structures.

D. Standards for Approval: No approval shall be granted unless the planning commission is satisfied that the applicant will meet all the conditions as set forth in this chapter and as stated below:

1. The proposed use shall not generate enough traffic to be detrimental to the immediate neighborhood.
2. The proposed development shall not overload the carrying capacity for which local streets were designed.
3. Internal traffic circulation shall not adversely affect adjacent residential properties.
4. Parking facilities location shall not adversely affect adjacent residential properties.
5. Parking facilities shall be effectively screened from adjacent residential properties.
6. The relationship of structures and parking shall be complementary to the aesthetics of the general area.
7. The proposed sign(s) shall not adversely affect the development itself or the overall aesthetics of the general area.
8. The proposed landscaping shall be sufficient to enhance the aesthetic acceptability of the development.
9. The project shall be landscaped and maintained with a sprinkler system.

Doug recommended combining the city code standards into the same section.

10-7-10: SPECIAL REQUIREMENTS AND CONDITIONS: The planning commission may establish conditions to meet the concerns of safety for persons and property, health and sanitation, environment, general plan proposals and neighborhood needs, performance and administration. More specifically the planning commission may require conditions relating to:

A. Safety for Persons and Property:

1. Building elevations and grading plans which will prevent or minimize floodwater damage where property may be subject to flooding.
2. The relocation, covering or fencing of irrigation ditches, drainage channels and other potential attractive nuisances existing on or adjacent to the property.
3. Increased setback distances from lot lines where the planning commission determines it to be necessary to ensure the public safety and to ensure compatibility with the intended characteristics of the district as outlined in this title.
4. Appropriate design, construction and location of structures, buildings and facilities in relation to property and limitations on the use due to special site conditions.
5. Limitations and control of the number, location, color, size, height, lighting and landscaping of outdoor advertising signs and structures in relation to the creation of traffic hazards and appearance and harmony with adjacent development.
6. The location, arrangement and dimension of truck loading and unloading facilities.
7. Construction of curbs, gutters, drainage culverts, sidewalks, streets, fire hydrants and street lighting.

B. Health and Sanitation:

1. A guarantee of sufficient water to serve the intended land use and a water delivery system meeting standards adopted by the city.
2. A wastewater disposal system and a solid waste disposal system meeting standards adopted by the city council.

3. Construction of water mains, sewer mains and drainage facilities serving the proposed uses, in sizes necessary to protect existing utility users in the district and to provide for an orderly development of land in the city.
4. Other requirements ensuring the health, safety and welfare of residents within the city.

C. Environmental Concerns:

1. Limitations on the use in sensitive areas due to soil capabilities, wildlife and plant life.
2. Processes for the control, elimination or prevention of land, water or air pollution; the prevention of soil erosion; and the control of objectionable odors and noise.
3. The planting of ground cover or other surfacing to prevent dust and erosion.
4. Restructuring of the land and planting of the same as directed by the planning commission when the conditional use involves cutting and/or filling the land where such land would be adversely affected if not restructured.

D. General Plan Intent; Characteristics of Vicinity:

1. The removal of structures, debris or plant materials incompatible with the intended characteristics of the district as outlined in this title.
2. The screening of yards or other areas as protection from obnoxious land uses and activities.
3. Landscaping to ensure compatibility with the intended characteristics of the district as outlined in this title.
4. Limitations or controls on the location, height and materials of walls, fences, hedges and screen plantings to ensure harmony with adjacent development or to conceal storage areas, utility installations or other unsightly development.
5. The relocation of proposed or existing structures as necessary to provide for future streets on the master street plan, adequate sight distances for general safety, groundwater control or similar problems.
6. Provision or construction of recreational facilities necessary to satisfy needs of the conditional use.
7. Population density and intensity of land use limitations where land capability and/or vicinity relationships make it appropriate to do so to protect health, safety and welfare.
8. Other improvements which serve the property in question and which may compensate in part or in whole for the possible adverse impacts to the district from the proposed conditional use.

E. Performance Bond: A bond or other valuable assurance in favor of the city may be required in an amount calculated by the developer's engineer and approved by the city engineer as necessary to assure compliance with all conditions. (Ord. 10-03, 3-23-2010)

City Review: When the municipality receives a conditional use permit application, it must first ensure the proposal complies with relevant and generally applicable code requirements. The city must then review the local code's standards applicable to conditional uses and determine whether, in light of the standards, the proposed use will produce any "detrimental impacts" on the municipality generally, or on the surrounding uses and property owners specifically. If the decision makers are unable to identify any reasonably anticipated detrimental effects, additional conditions are unnecessary, and should not be imposed. If detrimental impacts are identified, the municipality possesses discretion to impose reasonable conditions specifically to mitigate the anticipated impacts and achieve compliance with applicable standards. The conditions must be related to the purposes and goals of the applicable standards, and must address the impacts in a reasonable manner. Finally, the conditions must be supported by substantial evidence in the record.

SUMMARY:

- Identify Reasonably Anticipated Detrimental Impacts (RADI), such as:
Noise, Lighting, Traffic, Parking, Aesthetics, Pollutants, Public Utility Infrastructure
- Develop Substantial Evidence in the record of the RADI and need for conditions
- Add Reasonable Conditions to mitigate RADI, tied to Applicable Standards
- Yard Screening in the form of _____, based on City Standard 10-7-10.D.2.
- Noise Restrictions of _____, based on City Standard 10-7-10.

Doug stated the City Council and Planning Commission have the right to bring up detrimental impacts; however, there is still the need for evidential proof. David discussed bringing up a concern does not provide the substantial evidence (i.e. when someone says this development will bring additional noise, additional traffic, or additional crime). That is not evidence. Doug clarified if someone states there would be too much traffic, the city would need evidence to back that declaration such as a traffic study. David conveyed how hard it is to anticipate everything that can happen in the city code. Doug proposed including the specific city code to a conditional use permit condition in the motion. i.e. Noise restrictions of _____, based on City Standard 10-7-10. He expressed this type of information lets the State ombudsman know that this city is paying attention and they know their standard and detrimental impact, and they have substantial evidence to back it up.

There was question whether a conditional use permit could be amended or changed. Doug replied once a conditional use permit is approved, you can't go back and amend it, unless the use of the land changes. Mark Larsen charged you can amend a conditional use permit. Chris Tremea read from state ombudsman website concerning conditional use permits. He stated a conditional use permit can be amended or changed by the local government when needed to reflect changes in the use or to address problems that have been identified. The same general rules and processes apply to amendments. Any conditional use conditions must be reasonable and aimed at mitigating detrimental impacts.

Mark described the RV Park going in next to the city property line and asked if the city must apply its standards to the individuals in the next city. Doug remarked if you find a detrimental impact that is going to affect the abutting property owner then you do. Brandon asked if a developer recognizes there is going to be noise and suggests installing an 8 ft. fence. He asked would that go on the conditional use permit. Doug stated not if the developer is proposing it, but they do have to comply with the city standard.

Councilman Boatright solicited whether conditional use permits must be by unanimous vote. He conveyed each member must use his/her best judgment because everyone has different opinions and it is okay to voice those opinions. He reminded them if a motion is made with a list of conditions, and you don't agree with a certain condition, then the motion can be amended. He also reiterated how important it is to document everything.

BREAK

Development Process & Roles: David Larson: David acknowledged the growing pains of the city and the development process now includes commercial development. He recognized the development process needs to evolve and be refined around new lessons learned. He mentioned

there are capacity issues when it comes to the city staff workloads. He pointed out there is limited staff, limited time, and limited resources. He then reviewed the development process in general.

City Council:

General Plan: The development process really begins with the adoption of the General Plan. This document provides the general firework for all development. Though there are many that have input along the way, the final approval and adoption lies squarely with the City Council.

Rezoning: The next area of control the City Council has over development lies in rezoning. Though rezones are normally started by application from the property owner and the Planning Commission renders an opinion, the power to rezone is solely by the Council. By approving a rezone, the Council is indicating it is willing to accept any type of development allowed by that zone.

City Planner, Barry Burton, explained the city has the most control with the development process at the general plan stage. He pointed out the city doesn't have to rezone a property.

Staff:

The city staff that generally deals with development proposal are the following: City Manager, City Planner, City Engineer, Public Works Director and Fire Marshal or Fire Chief. These staff members are charged with understanding the various codes, standards and service capabilities of the City as they affect proposed development.

These individuals provide a broad brush first assessment of a development proposal. They are part of the Concept Plan Committee, the Sketch Plan Committee along with a member of the Planning Commission and City Council. These individuals provide council and advises all through the development process. Nothing they say or do is binding upon the City.

Commissioner Johnson challenged why a planning commission member no longer attends the Sketch Plan Meeting. When reviewing the development process, David and Mayor Sjoblom made the decision to eliminate the Commission from that stage.

Deliberation took place regarding the typical procedure for an application and changing the time frame to allow city staff more time to review and allowing more time for a developer to complete requirements prior to going before the Planning Commission. David expressed from initial submission it should be at least 15 business days and then 5 to 10 days on subsequent reviews, and then when items are completed it can move forward to the Planning Commission. David identified there should be a systematic process outlined that will allow everyone to function in the appropriate capacity. Brandon suggested the city code include the time frame.

Planning Commission:

The Planning Commission's role in development is to be a bridge between what takes place at the staff level and the City Council. They are not expected to have in-depth knowledge of development codes but should be familiar with them. They are to review and make recommendations concerning the details of a development, particularly those that are not specified in code. They are to provide a check that staff has been thorough in their review.

The Planning Commission has authority to approve proposals that do not require legislative authority, unless otherwise specified in code.

City Council requested receiving a copy of the Planning Commission packet. Councilman Winsor investigated who is responsible from city staff to make sure city code is being followed. David pointed out he is ultimately responsible, but there needs to be a second set of eyes. It was recommended the City Attorney needs to be more involved with making sure city code is followed. Commissioner Osborne remarked he doesn't want to see a Preliminary Plat Approval and Final Approval on the same meeting agenda.

It was voiced the city needs to review the permitted uses in zones to make sure they are detailed enough. David emphasized the importance of the process beginning with the general plan. Brandon recommended reviewing and revising sensitive zones so there are no commercial and R-7 zones in those areas. Councilman Soderquist elucidated rezoning with no plan versus rezoning with a plan and inquired if there should be a different process for each. Councilman Halverson suggested rezoned property, if it is not used for the original concept, should revert to the original zone. Commissioner Grubb proposed attaching a development agreement that is fixed with the property, and if the developer chooses to do something different, then a new development agreement would be required.

In summary, David suggested giving each body enough time to adequately review plans. He recommended creating a standard operating procedure that follows city code. It was decided when there is a specific planned project, tie the rezone to property, but if there isn't a plan for the rezone, then permitted uses should be thoroughly reviewed.

Further debate took place regarding the decision to omit a member of the Planning Commission from the Sketch Plan Committee. David remarked there are pros and cons either way. A report update on projects will be sent to the Planning Commission and City Council in some format so they can follow the progress.

2019 Year in Review:

City Manager, David Larson, reported in 2019 there were 32 City Council Meetings, 3 Open Houses, and 17 Planning Commission Meetings. The City Council was involved with the following:

- Street Maintenance Projects
- Lofts at Deer Run
- Broadband Survey
- Westside Reservoir Tank Rehabilitation
- New Bridge Across Canal
- Property Tax Increase
- Mountain Green Mutual Aid Agreement
- Removed Commercial Overlay Zone
- Adopt Wildland-Urban Interface Code
- General Plan Update
- Appointment of Judge Memmott
- Riverside RV Park
- Adopt Moderate Income Housing Plan
- Short Term Rental Ordinance
- Wetlands Restoration Plan
- Cottonwood Drive Waterline

Finance Director, Mark McRae reported for the Administration and Finance Department the following: The budget was approved with a major tax increase. A new VoIP phone system (voice over internet protocol) was installed. The city migrated to online invoice approval. Mark explained the Administration and Finance Department was reorganized with Lisa Smith, as City Recorder, Kim Guill, as full-time Development Coordinator, Shaelee King changed to part-time and had a baby girl, and Friday Whaley was hired as a part-time employee to replace Shelbie Cook. The Utility billing statistics included: 98 total new accounts, 222 account final billed, and 311 new customer signups. Mark McRae relayed he is very happy with the administrative staff and noted they work hard and are competent.

City Treasurer, Paul Laprevote reported on accounts payable, human resources and risk management: In 2019, Positive Pay banking service was instituted. Positive Pay is an automated fraud detection tool that matches the account number, check number and dollar amount of each check presented for payment against a list of checks uploaded by the City.

Human Resources: In 2019, 13 new employees were hired with 15 employees resigned. The turnover rate was approximately 24% with a higher turnover rate of 40% in Recreation due to hiring of high school and college age students. The Fire Department reported a turnover of 40% because of the part-time/second job employees. The average non-education state and local government turnover rate is around 20%.

Risk Management: Paul reported Workers Compensation “Experience Modifier” recently increased to 1.53 from 0.77. Our Workers Compensation salaries and operations are audited every year, either by desk audit or more formal process by Local Governments Trust’s audit vendor. Our Unemployment is with the Utah Department of Workforce Services “Reimbursable Employer” program (as against the more common insurance premium program). Savings are significant: from \$2,000 to \$4,000 per year to around \$30 to \$40 per month; however, risk is higher.

Lisa Smith, City Recorder, reported on City Court and recorder functions: She reported the city received a \$1,500 grant from the Board of Justice Court Judges. There were 852 citations filed. The city purchased a new color printer/scanner. She pointed out Kim Guill is the back-up court clerk. The new Justice Court Judge is Jude Memmott. In 2019, the city’s municipal elections reported 50.9% voter turnout. Visitors attending city council meeting included: Beth Holbrook (UTA Trustee), Randy Elliott (Davis County Commissioner Chair), Lorene Kamalu (Davis County Commission Vice Chair), and members of the Davis County Sheriff’s Department.

Kim Guill, Development Coordinator, reported on Building and Development and Business Licensing: She announced there were 235 permits issued with 73 of those being single family dwellings. She reported the valuation of single-family dwellings at \$26,387,773 and \$11,738,141 for multi-family. In 2019, the city approved Harvest Park 1 & 2 Subdivision, Freedom Landing 3 Subdivision, and La Pintana Subdivision totaling 70 new building lots. The city stopped tracking home occupations without patrons or employees on site. There were 128 business license renewals by mail. The city hired 1 new permanent crossing guard, 1 new substitute crossing guard, installed two new crossing lights on South Weber Drive, and one new crossing light on 1250 East and Lester Drive.

Chris Tremea, Code Enforcer, reported on Code Enforcement: He announced in 2019, there were 201 Incidents, 128 nuisance complaints with 91 solved using simple contact resolution. There were 24 nuisance violation citations which were all remedied out of court (weeds, roadway hazards, nuisance vehicles, etc.) He reported there were 32 incidents involving short term rentals and 16 noise complaints with 9 at one location. There were 313 parking violation notices left on vehicles that were parked illegally and forwarded to Davis County Sheriff’s Office. When on-duty deputies see the bright orange notice they cite the owner.

Chris received training and certifications for the following: Certified Utah State Code Enforcement Officer, Utah State Code Enforcement Coalition Trainer, CPR Instructor, and Concealed Firearms Instructor.

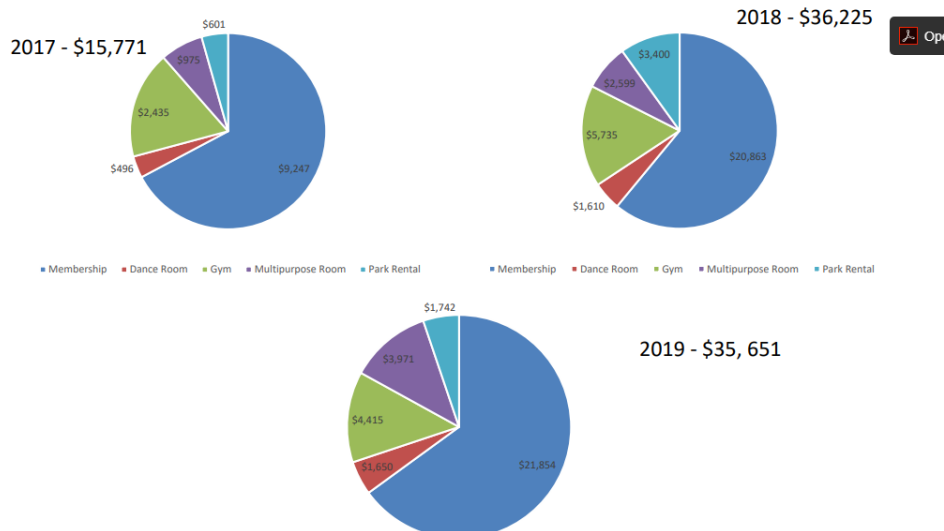
Chris addressed the current incidents:

- STR Hearing this month
- 9 properties with nuisance vehicles on property, which all expire for allowed time for completion on April 1st.
- Hazardous Building documentation on the former Grocery Store across from City Hall.
- Park and Ride Enforcement – Goals are to team up with UDOT to properly sign and mark the lot to enforce more efficiently. Currently, all semi vehicles are required to have a bi-weekly parking permit obtained from City Hall.
- Soccer Training Facility monitoring – weekly monitoring is being completed for a proper investigation into recent complaints.
- Gravel pit weekly contacts for weed, sidewalk obstruction, street sweeping and discussion of any complaints. (Chris reported upon contact the gravel pit is out to clean the streets within 24 hours.)

Curtis Brown, Recreation Director, reported the on recreation and activities:

Recreation Program – 2017 \$38,486 Number of Players – 993
Recreation Program – 2018 \$40,719 Number of Players – 1080
Recreation Program – 2019 \$38,671 Number of Players – 1021

Park & FAC Rental



Curtis reported 2019 activities included: Bees Games, Swim Party at Roy Aquatic Center, Breakfast with Santa, Moms and Sons Halloween, and Senior Luncheons.

Recreation Revenue, Players per sport yearly breakdown

1-1-2017 to 12-31-2017			1-1-2018 to 12-31-2018		1-1-2019 to 12-31-2019	
SW Recreation Programs	Recreation revenue	Total number of players	Recreation revenue	Total number of players	Recreation revenue	Total number of players
Baseball	\$2640	60	\$2587	63	\$2078	48
Boys Basketball	\$6381	155	\$7393	166	\$8188	192
Co-ed Basketball	\$4434	101	\$4323	101	\$3430	77
Girls Basketball	\$2240	32	\$2275	36	\$1853	34
Flag Football	\$3900	100	\$3780	95	\$3850	95
Machine Pitch	\$726	25	\$975	25	\$891	29
Softball	\$1540	32	\$1566	36	\$1301	34
Coach Pitch/T-Ball	\$3975	118	\$4995	155	\$3505	111
Soccer	10,880	318	11,795	375	12,405	368
Volleyball	\$1770	52	\$1030	28	\$1170	33
Total Participate		993		1080		1021
Total Participate		993		1080		1021
FAC Membership	\$9247		\$20,863		\$21,854	
FAC rentals	\$3906		\$9944		\$10,036	
Dance Room	\$496		\$1610		\$1650	
Gym	\$2435		\$5735		\$4415	
Multipurpose room	\$975		\$2599		\$3971	
Park rental	\$601		\$3400		\$1742	

Curtis commented he is currently renting Canyon Meadows Park for competitive baseball practice and leagues. AYSO leases Central Park. The gym rents out for club volleyball, indoor soccer, lacrosse, and wrestling. The Family Activity Center weight equipment is 16 years old and he would like to look into a rental program.

Brandon Jones, City Engineer reported Jones & Associates has been involved with the General Plan Update (Staff Collaboration, Meetings, Mapping, etc.), New Public Works Facility (Property Evaluations), Street light Policy Implementation (Provider Selected (SSCO) (Installer and Maintenance (TBD), City Code Revisions, Project Review Meetings / Staff Meeting, and Certificate of Occupancy – Site Inspections. Brandon explained the city adopted a Transportation Impact Fee (CFP, IFFP, and IFA). The city applied for Safety Sidewalks Grant Application for 1900 East to 2050 East. This has not been awarded yet.

He reported on the completion of South Weber Drive (SR-60) Sidewalk Projects (475 East Connection & 1200 East to Skyhaven Cove). In 2019 Street Maintenance Projects included Mill & Overlay, Chip & Seal, and Concrete Replacement. Updates on South Bench Drive / Old Fort Road include: Bid, Award, Construction – Added Secondary Waterline Replacement – Streetlights – Overhead power to underground – Completion of project in spring 2020

Brandon related eventually all streetlights will be converted over to the new streetlight style. The new lights are LED and are controlled remotely by the city staff. There were several UDOT projects with the I-84 rehabilitation, 475 East/Adams Ave overpass mill and overlay, SR-60 mill and overlay, and US-89 expansion from Farmington to I-84.

Water projects included: Westside Reservoir Rehabilitation Projects, New Bridge over the D&W Canal, Easements, Rehab of interior (grout void under floor and install liner on floor and walls), Rehab of exterior (chimney drain on uphill side, piping consolidation, air gap structure, removal of old tank, new hatch opening). East Bench Reservoir Waterline Replacement, Coordination with Job Corps (draft Agreement), Environmental started, Cottonwood Drive Waterline Replacement, Water Model and Design, Coordination w/ Weber Basin and Uintah City, and Inter local Agreement. Brandon remarked the Division of Drinking Water (Minimum Sizing Rule) includes the following: Coordination with DDW, Customer and System Meters, and SCADA Upgrades. He described the Storm Drain Capital Facilities Plan includes mapping of all storm drain infrastructure and setting up the Storm Water Computer Model as well as making sure the city is compliant with the Clean Water Act.

Brandon reported the Canyon Meadows Park wetlands have been delineated and a Wetland Restoration Plan has been approved. They are ready to bid and start construction. The city is currently working on Parks Projects CIP with the Parks & Trails Committee and View Drive Trail Concept Plan and Property Evaluations.

DEVELOPMENTS

• Old Maple Farms – 1, 2, & 3 • Riverside Place – 1, 2, & 3 • Hidden Valley Meadows – 1, 2, & 3 • Freedom Landing – 1, 2, & 3 • Harvest Park – 1 and 2 • Ray Creek Estates • Sun Rays • La Pintana • The Lofts at Deer Run • Country Lane Assisted Living • Riverside RV Park • Gundersen property • Alpha Coffee • Ray's Village • The Knoll's at Valley View.

Derek Tolman, Fire Chief reported: In 2019, South Weber Fire Department had the highest call volume in department history. He announced calls doubled in volume since 2013. 2019 marked the first year of 100% compliance with national response time limits (under 4 minutes). He proclaimed people are being saved that would have been too far gone in years past. The Fire Department now has two handed staffing, 24-hour shifts, 24/7/365 coverage, A-EMT license, and hired 10 paramedics. They have worked with Morgan County, two alarms in Riverdale City, I-84, mutual aid for residential structure fire in Kaysville, three alarms in Layton City including the Snoqualmie Fire, rescue of kayakers on the Great Salt Lake, Bountiful Gun Range Fire, and many more calls that can't be discussed. Derek stated as of November the department billed \$121,000 in ambulance service. He pointed out the Fire Department received a letter from the State stating the department is 98% compliant with State records.

Mark Larsen, Public Works Director, presented pictures of the Public Works Department 2019 new equipment. He stated the city added a new bridge over the canal to get to the west end water tank. The inside rehab work for the tank is completed and is now back online. He remarked they are collecting data to help with sizing for the sewer. There were several concrete repairs completed throughout the city. Mark introduced his staff by displaying their photos. Karl is currently getting certified in playground equipment safety. Jason Tubbs is the Residential Building Inspector. Zach McFarland is a Utility Services Worker in the parks. Mark Johnson is a Utility Services Worker in sewer, water, and storm drain. Bryan Wageman is the lead on the

water system. Jody Nielsen is a Utility Services Worker and helps in water and parks. Karl Willson is a Utility Services Worker and lead in parks.

2020 Strategic Plan

David Larson, City Manager, explained the City's Strategic Plan is a bridge document that translates the City's vision into action plans and tasks through establishing areas of strategic emphasis (strategic directives) and identifying goals within each area.

During the 2019 Annual Planning Retreat, the City Council, Planning Commission, and staff discussed the City's vision of being a well-planned, family-friendly community that provides a high quality of life through efficient, sustainable municipal service delivery and access to recreation opportunities. The group then proceeded to identify a list of potential projects that could accomplish that vision and prioritized which projects to pursue in 2019.

Last year's work generated a list of projects (action plans) that connected to the larger city vision. The goal of this year's discussion was to build off last year's work in establishing the strategic directives, then identifying the goals and action plan for each goal. In other words, begin to form a more detailed Strategic Plan.

City Staff drafted a Strategic Plan as a starting point for discussion. It identifies 5 strategic directives: (1) Public Safety, (2) Infrastructure & Municipal Services, (3) Fiscal Sustainability & Planning, (4) Community Engagement, and (5) Employees. Goals and action plans were identified within each directive, a member of staff who will be responsible for the goal and a target date to accomplish the goal.

Talk proceeded on a high-level planning activity to establish both long and short-term goals and action plans, which staff and Council Committees can then use to identify specific tasks for the year that will focus on and execute those goals, rather than to begin working on any specific goal or action plan during the retreat.

1. PUBLIC SAFETY

1.1 Provide Effective Emergency Services Response

1.1.1 Complete Financial Analysis of Three-handed Staffing, (Need, Equipment, Personnel, Etc.)

1.1.2 Research Options for Paramedic Service

1.2 Protect People & Property through Effective Law & Code Enforcement

1.2.1 Ensure DCSO Contracted Level of Service is being Received

1.2.2 Maintain an Active & Effective Code Enforcement Program

1.3 Maintain City Equipment to Required Standards

1.3.1 Establish Fleet Management and Replacement Program for all Departments

1.3.2 Research Funding Options for Fleet Management and Replacement Program

1.4 Be Prepared for a Major Emergency

1.4.1 Review & Update the Emergency Operations Plan

1.4.2 Provide Annual Training & Practice Emergency Options Plan

1.4.3 NIMS Certification

1.5 Mitigate Potential Hazards

1.5.1 Establish on Street Parking Restriction Standards (red curb areas)

1.5.2 Education, Preparation & Mitigation through Community Wildland Protection Program (CWWP)

1.5.3 Review & Update Hazards Mitigation Plan

It was suggested to move 1.3 to 2

2. INFRASTRUCTURE & MUNICIPAL SERVICES

2.1 Maintain a Quality, Compliant, High Functioning Culinary Water System

2.1.1 Maintain State Compliance (i.e. regular testing, equipment, records, reporting)

2.1.2 Test Fire Hydrants

2.1.3 Budget for and Complete Infrastructure Projects According to the CIP

2.1.4 Update our SCADA System

2.2 Maintain a Quality, Compliant, High-Functioning Sewer System

2.2.1 Maintain and Implement Sewer Management Plan

2.2.2 Budget for and Complete Infrastructure Projects According to the CIP

2.3 Maintain a Quality, Compliant, High-Functioning Storm Drain System

2.3.1 Update Development Standards to Meet New State Regulations

2.3.2 Budget for and Complete Infrastructure Project According to the CIP

2.4 Maintain a Quality Streets System

2.4.1 Complete 5 Year Street Maintenance

2.4.2 Budget for and Complete Infrastructure Projects According to the 5 yr. Street Maintenance

2.4.3 Repair Potholes as they are reported

2.4.4 Improve Pothole Reporting System (Staff & Citizens)

2.5 Maintain a Quality Parks & Trails System

2.5.1 Effectively Maintain Current Parks Space

2.5.2 Complete Priority Parks Projects

2.5.3 Complete Initial Design of Weber Parkway Trail Extension (TLC Grant Project)

2.5.4 Identify & Apply for Parks & Trails Grants

2.6 Maintain a Quality Recreation Program

2.6.1 Coordinate Maintenance of Recreation Fields and Facilities with Parks Department

2.6.2 Increase Community Awareness of Recreation Programs & Events

2.7 Maintain a Quality Justice Court

2.8 Transition all Streetlights to City-owned

2.8.1 Install City-owned Streetlights in Recent Developments

2.8.2 Complete a Replacement Plan for all Current Rocky Mountain Power-owned Lights

2.9 Determine the City's Future with Fiber

2.9.1 Research Fiber Service Model Options

Changes recommended: move 2.8 under 2.4 and add compliant to other 2 sections

3. FISCAL SUSTAINABILITY & PLANNING

3.1 Adopt a Balanced Budget Annually

3.1.1 Complete Tasks Identified on the Proposed Budget Calendar

3.2 Review & Update the General Plan (every 5 years) (as needed)

3.2.1 Complete General Plan Update

3.2.2 Define Mixed-Use Overlay

3.3 Review & Update All Capital Facilities Plans (every 5 years)

3.3.1 Establish an Order and Schedule for CFP Updates as soon as General Plan is adopted

3.3.2 Complete Storm Drain CFP/IFFP/IFA Update

3.4 Maintain the Family-friendly Culture of the Community through the Development Review Process

3.4.1 Review & Update Zoning Codes

3.4.2 Update City Codes Regarding Development Process

3.4.3 Establish a Development Review

3.5 Maintain a Sustainable Tax Structure

3.5.1 Establish an Ongoing Property Tax Rate Philosophy

3.6 Maintain a Sustainable Utility Fee Structure

3.6.1 Review Utility Rates

3.6.2 Annual Report on TUF Money Collected & Projects Completed

3.7 Maintain a Sustainable Infrastructure Replacement Program

3.7.1 Create a Reserve Funding Plan

3.8 Identify Northern City Boundary Line

Changes recommended: Add 3.5.2 Economic Development & Recreational Activities
Add 3.4.4 Environmental Review

4. COMMUNITY ENGAGEMENT

4.1 Provide Excellent Customer Service, e.g. Timely Response to Citizens Questions/Concerns

4.1.1 Respond to Citizen Calls/Emails within 48 Hours

4.2 Share Information of Day to Day Operations of the City through All Available Methods

4.2.1 Establish Standard Communication Processes for all Departments

4.2.2 Establish a Livestream of City Council Meetings

4.3 Provide Easy Access to City Information on a Quality Website

4.3.1 Complete Website Upgrade & Redesign **4.4 Improve the Marketing of City Events (CFD, Easter Egg Hunt, Daddy/Daughter, Santa, Swim, Halloween Bash, Senior Luncheons, and Fire Prevention)**

4.4.1 Include Event Information in New Resident Packet

4.4.2 Evaluate Full Event Calendar on City Website

4.5 Increase Followers on all Communication Platforms (Constant Contact, Facebook, Twitter, and You Tube)

4.5.1 Improve Quality and Quantity of Communication

Changes recommended: Copy 4.5.1 to 4.4.3 and 4.4 Train (Community Events not just City events)

5. EMPLOYEES

5.1 Hire Quality Employees

5.1.1 Establish Succession & Advertising Plan

5.2 Retain High-Performing Employees

5.2.1 Encourage a Quality Culture & Work Environment

5.2.2 Provide Competitive Wages & Benefits

5.2.3 Provide Ongoing Training Opportunities

5.2.4 Encourage Employees to Participate in their Applicable State Association, Including Annual Conference Attendance

5.3 House Employees in Facilities that Enhance High-Performance

5.3.1 Establish a Facilities Replacement Plan

5.3.2 Establish a Facilities Maintenance Plan

5.3.3 Obtain Property for New Public Works Facility

5.4 Update Policies & Procedures Manual

Change recommended: add Legislative Advocacy.

Commissioner Walton suggested the possibility of the city having a land use analysis or Economic Impact Study completed by Wasatch Regional Front Council (WFRC). Commissioner Grubb petitioned information concerning how much commercial property the city needs financially. David was directed to pursue Economic Impact Study through Wasatch Regional Front Council. Commissioner Boatright discussed the need to make sure the commercial development is right for South Weber City. Mark McRae suggested pursuing economic development in conjunction with Davis/Weber Counties. An action item under Economic Development could be to tie into Regional Economic organization.

ADJOURNED: Councilwoman Petty moved to adjourn the meeting at 2:56 p.m. Councilwoman Alberts seconded the motion. Council Members Alberts, Halverson, Petty, Soderquist and Winsor voted aye. The motion carried.

APPROVED: _____ Date Mar 10, 2020

Mayor: Jo Sjoblom

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 11 February 2020

TIME COMMENCED: 6:01 p.m.

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

PRESENT: MAYOR:

Jo Sjoblom

COUNCIL MEMBERS:

Hayley Alberts
Blair Halverson
Angie Petty
Quin Soderquist
Wayne Winsor

CITY RECORDER:

Lisa Smith

CITY ENGINEER:

Brandon Jones

FINANCE DIRECTOR:

Mark McRae

CITY MANAGER:

David Larson

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Paul Sturm, Kathy DeVino, Stacey Eddings, Jeff Judkins, Jan Keim, Lynda Burns, Michael Grant, Lacey Westbroek, Lynn Poll, Darin Sjoblom, Donna Russell, Jarom Allred, Clark Allred, Debbie Cowdin, Dave Cowdin, Scott Phillips, Terry George, Joanne Terrando, McKay Winkel, Amy Mitchell, Paul Clark, Sandra Layland, Kelly Keyes, and Mike Poll.

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

PLEDGE OF ALLEGIANCE: Councilman Halverson

PRAYER: Mayor Sjoblom

CONFLICT OF INTEREST: None

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

Terry George, 7825 S 2000 E., referred to his email that was recently sent to the City Council for public record. He believed the vast majority of city wants to keep this city small with single family homes. He proposed any road connecting to Layton City either be permanently killed by the City Council or put on the next election ballot. He would like to see the city boundaries resolved between Uintah and South Weber. He was in favor of stopping the RV Park development. He supported the tax increase, however; he didn't want taxpayer money spent on new parks or new amenities. He averred the city has plenty of parks which need to be improved. He asked for a root cause analysis as to how the Lofts, RV Park, and boundary issues came to be. He would then ask the Council to let the people know the results of the findings. He understood the City Attorney advised the Council not to read letters and emails in the public meetings, but he was unable to find reference by listening to the retreat audio. (See Citizen Input #1 George)

Julie Losee, 2541 E 8200 S, sent comments read by Lacey Westbrook. She portrayed that children are peeing in public parks because there are no restrooms. She urged restrooms become top priority. She opposed Cottonwood water line replacement and wondered about the boundary issue.

Michael Grant, 2622 Dee Run Drive, discussed his frustration with trying to keep his comments to three minutes when there are meetings that have lengthy agendas. (i.e. Planning Commission 13 February 2020 has 16 major items). He mentioned several concerns with the upcoming development on the frontage road. He recommended the City Council charge the Planning Commission to allow three minutes for each agenda item.

Paul Sturm, 2527 Deer Run Drive, asked what the results from the meeting with Weber and Davis County Commissioners were regarding the boundary issue. He presented a copy of the Planning Commission agenda for 13 February 2020 along with an amended agenda. He considered the agenda to be too large for adequate public comments. (See Citizen Input #2 Sturm)

Corinne Johnson, 8020 S 2500 E, sent a letter with Paul Sturm to read. She presented her concerns with how money should be spent for parks. She proclaimed the master plans for Central Park and Canyon Meadows Park are impractical and irresponsible dreams and money should be spent to upgrade existing parks. She conveyed the parks have no restrooms and outdated playground equipment. She suggested turning the civic center building into restrooms. She recommended any park without a restroom have a portable restroom during recreation. (See Citizen Input #3 Johnson)

Stacy Eddings, 2645 E. 7800 S., disfavored development across the street from her home and didn't think she was notified in a legal amount of time. She echoed three minutes for public comment is not enough time. She voiced there are too many items put on the agenda for this development. She was apprehensive about traffic pollution, light pollution, and safety at the bus stop. She recommended the widening of 2700 East. She petitioned the property is too small for everything the developer is proposing.

Scott Phillips, 497 Peterson Parkway, revealed he listened to the retreat audio and many good things happened in the city in the last 12 months. He said parks are a big reason why he moved to South Weber City. He chose his house location expecting Canyon Meadows park expansion

would take place. He favored the recommended park priorities. He wanted more amenities including a new baseball diamond.

Jan Keim, 2385 Deer Run Drive, expressed those on the Council are honest and honorable people. She agreed with Mr. Phillips regarding the parks. She stated pickleball is a great activity for all ages and all abilities. She advised donations may be available to help build the courts. She would like to see pickleball tournaments which would bring in funds. She appreciated the service of the Council and Mayor and declared many citizens are aware of their efforts and are grateful.

Lynn Poll, 826 E. South Weber Drive, explained the danger of pathways around parks. He lamented many problems in the city are due to excessive authority given to the Planning Commission. He communicated displeasure with the unknowns for the RV Park. He wondered who will clean up after those using a trail along the river. He vocalized the issue of parking for trail access. He thanked the Council and Mayor as well as the citizen who spend time researching the issues.

Nolan Birt, 6925 S. 475 E., voiced he is against the RV Park. He cautioned against any agreement for the waterline with Uintah until the boundary lines are defined. His impact fees for his home went to Central Park. He announced the city is doing a poor job of maintaining the current parks, and recommended quality of parks be the emphasis.

Debbie Cowden, 7815 S. 2000 E., supported an addition to the parks with pickleball courts. She and her husband have sent emails to the city. She believed if people were introduced to the sport, they would use the courts.

Donna Russell, 1918 Cedar Loop Drive, had worked for parks and recreation in Clearfield City. She had seen programs change people's lives by enhancing the quality of life. She listened to the audio of the last meeting and uttered Councilwoman Petty had done a lot of research and had listened to the citizens. She expressed Clearfield City introduced pickleball courts and it is a wonderful way to build participation in a city. She hated to see the division in the city. She would love to see pickleball courts. She enjoined having older responsible adults in the parks in the evening would be a positive. She related restrooms are important, but programs build memories and communities. She explained Parks and Recreation youth programs don't make money for a city, but pickleball tournaments can bring in money.

Dave Cowdin, 7815 S. 2000 E., agreed with Donna regarding the parks. He contended pickleball is a program for youth and mature alike. He voiced there is strong interest for pickleball in this city. He relayed the City can't create or support a golf course, but pickleball can serve the citizens looking for activity.

Amy Mitchell, 1923 Deer Run Drive, uttered money used this year should be to restore the wetlands in Canyon Meadows Park. She referenced the online survey for recreation prioritized trails and playground equipment. She canvassed why the train club needs to take up so much space in the park. She recalled some unhappy experiences with the train club. She noted there is no full-size basketball court and pickleball is readily available including at the Rec Center. She suggested putting the train tracks around the pickleball courts. She requested Resolution 2020-04 be tabled until the boundary lines have been decided. She listened to the audio of the city retreat and was shocked by the condescending attitude expressed about the citizens of this community.

Jolyn Judkins, 7473 S. 1160 E., sent information expressed by Amy Mitchell. She voiced concern about the parks' priorities. She identified some of the retention basins considered parks have stickers and can't be used. She referenced rundown restrooms and unkept fields. She recommended fixing and updating structures before building anything new. She announced she and her children were accosted by those who run the train and lamented denying children rides if they don't have a \$1 donation. She conveyed the city should not take anyone's property for a trail against their will. She opposed the connection to Layton City, and warned there will be extreme ramifications if it is built. (See Citizen Input #4 Mitchell)

Kelly Keyes, 7483 S. 1390 E., desired pickleball courts for several reasons that have already been stated. He remarked the courts can self-sustain through tournaments. He had coached at Canyon Meadows Park and recalled the restrooms were a maintenance nightmare with vandalism problems. He reiterated pickleball is for everyone and will be a great thing for the city.

Mike Poll, 1076 E Skyhaven Cove, stated he is a big fan of bathrooms and a big fan of pickleball, but he doesn't want to spend time with his friends in the restroom. He would highly suggest expanding the city's recreation options to include pickleball. He also acknowledged most restrooms can't be opened all the time, but pickleball courts can.

Sandra Layland, 7294 S. 1950 E., admonished the Council and community need to come together and suggested creating a citizens' committee who could help with getting donations for some of these items. The issue isn't really pickleball, but a funding limitation issue. She suggested making sure the lawns are accessible.

Kathy Devino, 2480 E. 8300 S., opined the citizens aren't being heard. She was concerned with the RV Park having only one ingress/egress.

CONSENT AGENDA:

a. 2020-01-21 Minutes

b. 2020-01-28 Minutes

Mayor Sjoblom amended the 21 January 2020 minutes and wanted her comments to read: *Although the City is able to determine the height of a building, we must consider that reducing the height (from 4 stories to 3) will likely result in a lower quality interior and exterior building.* Councilman Soderquist suggested a minor change to the minutes as well.

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

Resolution 2020-03: Development Agreement with Riverside RV Park Estates (Tabled at the request of the developer)

Conditional Use Permit 2020-01, Site and Improvement Plans: Riverside RV Park Estates (Tabled at the request of the developer)

Resolution 2020-04: Cost Share Agreement with Uintah City for Cottonwood Drive Waterline: Mayor Sjoblom asked if there are any comments. Councilwoman Petty questioned

why the city is contemplating this agreement with the boundary issue. City Manager, David Larson conveyed this has been something the city has been working on to get resolved and is a continuation. The packet explained the various considerations. He reported the Davis and Weber County Commissioners met with South Weber City and Uintah. All six commissioners agreed changing the county boundary from a moving target (the Weber River) to a fixed line would be preferable. They directed their staff to research options. They did state, as an idea, the north side of I-84 could be a possibility. David explained the commissioners told South Weber City and Uintah City officials that they will need to work out their own boundary as city boundaries do not depend upon the county lines. He advocated the need for the waterline regardless of which city takes ownership. If the waterline remains South Weber City's, it is a great deal for the city. If it becomes Uintah City's, it is probably still a good deal. Uintah would have to be willing to take that area and would be unlikely to accept it in poor condition. Either way there is potential that the city would be involved in some degree to make sure it is in working order. He commented there are people willing to participate financially in this project that may or may not do so later.

Councilman Winsor explained the waterline wasn't a priority until a developer came along and was willing to participate as well as another city. He didn't understand why the city should invest into something just to be handed over to another city. He pointed out city staff has reported there is enough fire flow if the regulator were changed.

Councilwoman Petty agreed with Councilman Winsor and didn't think money should be spent at this time. David identified city's working together to figure out boundaries is generally quicker than the counties negotiation. Councilman Halverson expressed this item should be tabled. He emphasized if there is anyone on Cottonwood Drive who wants to stay in South Weber City, the city should work towards that end. He opined it is a good agreement and related it may have to be re-negotiated.

David discussed Weber Basin's involvement with the project. He pointed out City Engineer, Brandon Jones, met with Weber Basin to clarify some aspects of the project and requested their participation. They agreed to move the meter vault, currently located by the transmission line, up to the road and take complete ownership responsibility of approximately 1,400 feet of the line. They also agreed to contribute \$50,000 toward the Project.

Councilwoman Alberts queried the reason behind the city having full ownership. David explained joint ownership between cities is difficult. Councilman Winsor agreed with Councilman Halverson concerning those citizens who live on Cottonwood Drive and working with anyone who wants to remain in South Weber City.

Brandon Jones, City Engineer's, memo of 6 February 2020 is as follows:

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. In a

memo to the City Council, dated December 5, 2019, we recommended adjusting the priority of the Cottonwood Drive Waterline Replacement; and do the project now, as a joint-use project with Uintah City. The reasons for making this priority adjustment included, 1) significantly increased water system service to the area (fire flow, redundancy, and storage), and 2) cost savings to both cities (construction of the project and on-going maintenance and replacement). A draft of an Interlocal Agreement with Uintah City was presented along with the memo. The Council had some concerns about a few different elements of the Project and the Agreement, and the item was tabled.

Update: Since that meeting, the City Staff from both South Weber and Uintah, along with feedback from both Mayors and some Councilmembers, have prepared an updated draft of the Interlocal Agreement. We have also met with Weber Basin to clarify some aspects of the Project and request their participation. They have agreed to move the meter vault, currently located by the transmission line, up to the road and take complete ownership responsibility of approximately 1,400 feet of the line. They have also agreed to contribute \$50,000 towards the Project.

Interlocal Agreement (Updated): A redlined copy of the updated Interlocal Agreement with Uintah City is attached to this memo, along with an updated version of Exhibit A. These show the changes from the original version presented to the Council back in December. While the Agreement itself spells out the details, the following is a summary of the changes:

1. The Project will build the entire length of waterline (approx. 3,450 feet). Following construction, Weber Basin will take responsibility for approx. 1,400 feet of the waterline, leaving approx. 2,050 feet as the responsibility of both cities.
2. The Scope of the Agreement was updated to more clearly define the purpose of the Project and the ongoing responsibilities of both cities for Ownership, Operation, Maintenance, Repair, and Replacement.
3. South Weber will bid the Project, but the selection of the Contractor must be mutually agreed upon before the contract can be awarded.
4. Section 4, which addresses the ongoing responsibilities of the cities after construction, was completely rewritten to address Ownership, Operation, Maintenance, Repair and Replacement as individual items. This was done to identify the responsibility of each city as it relates to each item of the ongoing care of the Project elements.
5. A Responsibility Table was added to Exhibit A that outlines the entity or entities responsible for specifically identified elements of the Project. The entities included are South Weber, Uintah City and Weber Basin.
6. The ongoing responsibility for Maintenance, Repair and Replacement of the joint-use portion of the line will be shared 50/50 by both cities.
7. After bids are received and the Project cost is known, both cities must agree on the price before awarding the contract for the Project.
8. Any contribution to the Project from Weber Basin will be shared equally by the cities.
9. Other minor adjustments to format and organization of the Agreement were made.

Considerations:

- We cannot complete the design or bid out the Project until the Interlocal Agreement is approved by both cities.

- It is our experience that the best bid prices are likely to be given early in the calendar year. Delay in bidding of the project may result in higher bid prices.
- There have been recent discussions about the county boundary potentially being moved in this area. However, no matter what comes of a potential boundary change, the Project is still be needed to serve the Cottonwood Drive area.
- There is value in completing the Project now, even though there are some unknowns relating to the boundary. Doing the Project now could facilitate a less complicated boundary discussion in the future.
- Weber Basin has committed to owning additional line and contributing \$50,000 towards the Project. This offer may or may not remain for a future project.

Councilman Winsor moved to table Resolution 2020-04: Cost Share Agreement with Uintah City for Cottonwood Drive Waterline until clarification of the city boundary line. Councilwoman Petty seconded. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilman Halverson moved to open the public hearing to amend the Fiscal Year 2019-2020 Budget. Councilman Soderquist seconded. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

******* PUBLIC HEARING *******

Public Hearing: Open and Amend the Fiscal Year 2019- 2020 Budget

Mayor Sjoblom explained the current city budget for 2019-2020 was adopted on August 20, 2019. During the fiscal year unanticipated changes and expenses have occurred. This year’s budget needed to be opened and amended to reflect those changes. To amend an adopted budget, a public hearing is required to afford citizens an opportunity to address the proposed changes which include the following:

General Fund Revenues			
10-36-100	Interest Earnings	+	\$40,000
General Fund Expenditures			
10-57-120	Fire - Part time Wages	+	\$40,000
Recreation Revenues			
20-34-760	Wrestling	+	\$ 2,000
Recreation Expenditures			
20-71-492	Wrestling	+	\$ 2,000
Water Revenues			
51-39-900	Fund Balance to be Appropriated	+	\$75,000
Water Expenditures			
51-40-730	Improvements other than Buildings	+	\$75,000

Finance Director, Mark McRae, specified the proposed changes to the budget. He referenced information he received from the Fire Department concerning the need for more paramedics because of increased calls. He explained the city has instigated a wrestling program with the junior high and high school. Since it is a new program it needed delineation within the budget. He then discussed the rehab of the water tank on the west end.

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

Councilman Winsor moved to close the public hearing to amend the Fiscal Year 2019-2020 Budget. Councilman Halverson seconded. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

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

Resolution 2020-05: Amend FY 2020 Budget

Councilman Winsor moved to approve Resolution 2020-05: Amend FY 2020 Budget. Councilman Soderquist seconded. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Priority Parks Projects

Mayor Sjoblom explained on January 28 City Council discussed a recommendation by the Parks, Trails, & Beautification Committee that considered a list of potential parks projects and identified 5 as priority projects that would become the next parks improvements the City would undertake. This item was to officially decide on which projects will receive the City’s attention at this time.

Project	Budgetary Cost Estimate	Impact Fee Eligible	Committee Priority	Notes
Cherry Farms				
• New ball field	\$190,000	✓	✓	
• Replace Playground Equipment and Surface	\$300,000	✓		
• Freshen up restrooms (paint, lights, drinking fountain)	\$8,000			
Canyon Meadows				
• Small ball field	\$350,000	✓		
• Fencing around park area	\$140,000	✓		
• Parking lot (west)	\$400,000	✓	✓	Gravel \$50K
• Install pickleball courts (4 courts w/ lights)	\$150,000	✓	✓	
• Add covers & shade to dugouts	\$35,000	✓		
• Add topsoil to outfield, improve grass (0.5"/yr – 8 yrs)	\$112,000			
• Wetlands – complete Restoration Plan	\$75,000		✓	
Cedar Cove				
• Replace asphalt walking path with concrete	\$32,000			
• Add disc golf	\$20,000	✓		
Posse Grounds				
• Replace fencing (next to grass, road, parking)	\$15,000			
• Regrade parking lot	\$18,000			
• Add signage for trail route access	\$1,500			
Central				
• Replace bowery (20' x 40')	\$60,000			
• New restroom (14' x 22')	\$100,000	✓		
Cedar Loop				
• New playground	\$110,000	✓		
• New bowery (20' x 40')	\$60,000	✓		

Trails

Project	Budgetary Cost Estimate	Impact Fee Eligible	Committee Priority	Notes
Petersen Trailhead				
• Potential for Sale				
Pea Vinery Trailhead				
• Install fencing (separate from landfill)	\$85,000	✓		
• Install nature trail & road base parking lot	\$90,000	✓		
• Add signage for trail route access	\$1,500			
Canyon Drive Trailhead				
• Feasibility study for pedestrian overpass / underpass	\$40,000	✓		
View Drive Trail				
• Property/Easement acquisition	\$10,000	✓	✓	
• Trail Construction	\$350,000	✓		

TOTAL Priority Projects \$475,000
 Impact Fee Eligible \$400,000
 Impact Fees Budgeted FY2020 \$145,000
 Available Park Impact Fees as of 1.23.2020 \$562,000

Councilwoman Petty explained she was asked to serve as the chairperson for the Parks and Recreation Committee two years ago. The committee consisted of Councilman Soderquist, Commissioner Johnson, former Commissioner Pitts, Curtis Brown (Recreation Director), Mark Larsen (Public Works Director), Brandon Jones (City Engineer), Mayor Sjoblom and David Larson (City Manager).

Councilwoman Petty described the various parks throughout the city. She indicated there is soccer at two parks and baseball at one park. She explained the cost to install and maintain splash pads was not reasonable financially nor fiscally responsible to use culinary water. She pointed out the committee reviewed information from the park survey, and it wasn't just about restrooms or pickleball. She stated there are grants that can be obtained to improve the restrooms and that is why they weren't identified as a priority. She noted at one time restrooms were proposed for Veteran's Memorial, but the Council denied them. Councilwoman Petty explained the added difficulty in maintaining unfinished parks for the Public Works Department.

Councilman Soderquist explained he reviewed the city survey. He said we have the funding to take care of restrooms and pickleball. He mentioned pickleball wasn't a high priority online but when asked which amenity was important for the household, it ranked #1. Councilman Halverson voiced the completion of Canyon Meadows Park has been discussed for the last six years, and it wasn't just about pickleball courts. He explained the need to finish the ball diamond so that competition leagues can help pay for its upkeep. He pointed out Canyon Meadows Park is not a done design. He received countless emails on requests for pickleball courts. He reminded everyone the restrooms will get done.

Councilwoman Alberts asked if tournaments could take place with four pickleball courts. Mayor Sjoblom stated you can do local tournaments, but regional tournaments require eight courts. Councilwoman Petty announced the Parks and Recreation Committee will meet later this week to discuss what takes place from the direction given. They will look at Requests for Proposals (RFP) then. David reminded Council there can be budget amendments to allow the city to work on projects in the current fiscal year if they can be completed by June 30, 2020. Councilwoman Alberts stated committee meetings are in depth and there is a lot of time and effort that goes into each item. She commended the Parks and Recreation Committee for their hard work.

Councilman Winsor thanked the committee for their efforts to bring forward a priority list. He identified two issues. First, maintenance of existing facilities. Second, priority spending for new impact fee eligible amenities. He was remiss with the changes to the landscape master plan for Canyon Meadows Park. He questioned how some of these improvements will affect existing neighbors. He clarified the restroom was previously denied for Veterans Park because it is a retention pond. He worried about installing pickleball courts and then wind complaints creating additional needs. Councilwoman Petty conveyed eight pickleball courts is not fiscally responsible right now. Councilman Halverson indicated the parking lot will not be \$400,000 as first estimated but graveled at \$50,000. Brandon Jones related all these projects will be bid out and brought before the council before the money is spent. Mayor Sjoblom reviewed the last major improvement to parks was three years ago with installation of a new playground at Central Park and Keith Christensen was a large part of that completion. As far as trails go, the Mayor expressed she has been working diligently on developing them. Councilman Soderquist verified including the restrooms to Central Park is manageable. David explained a plan will need to be discussed with the committee for implementation of whichever projects are approved.

Councilman Halverson thought it would be easy to add to the priority list because there is a certain amount of funds that will be expiring. David reviewed the funds that will expire as follows:

Expires July 2020 - \$26,534
 Expires July 2021 - \$19,991
 Expires July 2022 - \$132,450
 Expires July 2023 - \$217,930

Councilwoman Petty moved to approve the priority parks list as follows:

<u>Project:</u>	<u>Cost Estimate:</u>
Cherry Farms New Ball Field	\$190,000
Canyon Meadows Farm (West) Parking Lot	\$ 50,000
Canyon Meadows Park Install (4) Pickleball Courts w/lights	\$150,000
Canyon Meadows Park Complete Wetland Restoration Plan	\$ 75,000
View Drive Trail Property Easement Acquisition	\$ 10,000
Total Priority Projects	\$475,000

Councilman Halverson seconded. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, and Soderquist voted aye. Councilman Winsor voted nay. The motion carried 4 to 1.

Snow & Ice Removal Policy

Councilman Halverson petitioned the need for a motion regarding the snow and ice removal policy. David replied there is some discretion on application of policies, and it is appropriate for the Council to adopt it. Historically the council has adopted this policy. Councilman Soderquist requested any major change to the policy be brought to the Council.

Councilman Halverson moved that the Snow & Ice Removal Policy be managed by city staff and they amend as needed and advise the Council of the changes. Councilwoman Petty seconded. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

DISCUSSION:

2020 Legislative Review:

Mayor Sjoblom discussed the 2020 Legislative Review. She pointed out House Bill 273 regarding Property Rights Ombudsman (PRO). The Office is in the Department of Commerce and provides free mediation/arbitration for property owners and land use regulators. The bill allows a land use applicant, in a dispute, to recover compensatory damages, in addition to reasonable attorney fees if a city disregards an advisory opinion by the PRO, and a court subsequently agrees with the PRO opinion. It waives governmental immunity in those decisions against a government entity.

NEW BUSINESS:

Mayor Sjoblom relayed she contacted City Attorney, Doug Ahlstrom, following the recently held city retreat to discuss reading citizen's emails during public comments. He recommended not proceeding that way because it can create confusion for listening residents who come in late and

assume the Council Member is stating his/her own opinion. He recommended individuals submit a letter or email or ask another citizen to read it.

Councilwoman Petty noted it will save time. She recognized it can be uncomfortable for the person reading if the content is negative towards the city. Mayor Sjoblom identified when she reads someone else's comments, that are not her own, a citizen can take it to the public and deceitfully misconstrue it. Councilman Winsor suggested having a member of city staff read emails during public comment. Councilman Soderquist forwarded if someone really wants something read, and can't be in attendance, they can request another citizen read it. Councilwoman Petty disagreed with having a staff member read them. Mayor Sjoblom clarified only emails requested to be part of public record will be submitted as part of the record.

REPORTS:

Mayor Sjoblom: She attended Weber Pathway's meetings. They have rebranded their organization and are now called the "Trails Foundation of Northern Utah." They are also meeting Meagan Townsend from the WFRM to work on the planning of the trail through South Weber. Mayor Sjoblom and David Larson met a week ago with Meagan and Eric Manning (the Executive Director of Pathways that will be taking Mark Benigni's place) and unanimously chose to award the project to Horrock's Engineering. They far outshined the other applicants, and it is a bonus that they are the ones working on the box culvert under US-89, so they already know a lot about the project.

Concerning Wasatch Integrated Waste (WIWMD), Mayor Sjoblom reported the transfer station was completed in October 2019. The Materials Recovery Facility is estimated to be completed and operational in mid-April. It will operate one shift per day for a period of 6 to 9 months to until running smoothly as they hire and train staff. They process approximately 40,000 tons per year. During a full operation of 2 shifts per day, they should process approximately 120,000 tons per year. They recommended not to discontinue home recycle service for the first year.

Councilwoman Alberts: She reported the Mixed-Use Committee met today.

Councilman Soderquist: He related during tonight's public comments several citizens brought up their concerns with public comment being limited to 3 minutes, especially with the upcoming large Planning Commission agenda. David explained agenda was amended with the intent to make comment easier for the public. He pointed out the goal was never to make it three minutes to state everything. Councilman Halverson explained by segregating the comments by subjects, individuals would need to stick to the specific topic and be unable to address concerns across all projects. David clarified public hearing is different from public comment. He explained the Planning Commission will be reviewing the Preliminary Plat for South Weber Transition Development for the first time on Thursday and it may or may not be recommended for approval. He conveyed there is city staff review prior to coming before Planning Commission. He assured everyone the city is not trying to push this development through quickly. It is important for the public to see the entire concept and how it interconnects and relates to the general plan. He explained this preliminary plat is the developer's idea as to how it fits with the city's general plan.

Councilwoman Petty: She offered she will be out of town next meeting. She wanted to be clear she doesn't want to tie the restrooms to Central Park but will discuss it with the Parks & Recreation Committee.

ADJOURNED: Councilman Halverson moved to adjourn the Council Meeting at 8:37 p.m. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED: _____ **Date** Mar 10, 2020
Mayor: Jo Sjoblom

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lia Smith

DRAFT

CITY COUNCIL & PLANNING COMMISSION Work Meeting

DATE OF MEETING: 18 February 2020

TIME COMMENCED: 6:03 p.m.

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

PRESENT: MAYOR:

Jo Sjoblom

COUNCIL MEMBERS:

Blair Halverson
Quin Soderquist
Angie Petty (excused)
Hayley Alberts
Wayne Winsor

PLANNING COMMISSION:

Tim Grubb
Taylor Walton
Wes Johnson
Gary Boatright
Rob Osborne

CITY PLANNER:

Barry Burton

FINANCE DIRECTOR:

Mark McRae

CITY RECORDER:

Lisa Smith

CITY MANAGER:

David Larson

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Kathy DeVino, Linda Marvel, Lynn Poll, Elizabeth Rice, Paul Sturm, Sandra Layland, Michael Grant, Ken Carson, and Tammy Long.

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

Mayor Sjoblom excused Councilwoman Petty from tonight's meeting.

PLEDGE OF ALLEGIANCE: Councilwoman Alberts**PRAYER: Councilman Halverson****DISCUSSION ITEMS:**

Recognize Debi Pitts Service as Planning Commissioner: Mayor Sjoblom related Debi has served on the South Weber City Planning Commission since 2015. She thanked her for all her time and service to the city. She received a plaque, chocolates and gift card.

General Plan Public Comments Review & Draft Revision:

City Manager, David Larson, asked for any suggestions, questions, or comments on the general plan narrative.

Councilwoman Alberts addressed page 6 (Population) and asked the purpose of this information. Barry replied it gives an idea of what types of services will be needed in the future. He clarified it is an estimate from the U.S. Census Bureau. It is used to calculate capacities for water and sewer. Councilwoman Alberts reviewed the acreage information she gathered. She planned to forward her finding to Barry who would compare the information. Councilwoman Alberts asked about easements with Hill Air Force Base and if they need to be included for non-residential builds. Barry explained some of the easements have a sunset on them meaning they will expire; however, the noise easements don't. Councilwoman Alberts addressed the contamination easements. Barry stated the contamination easements also expire. David stated staff will re-check those easements. Councilman Winsor noted the acreage disparity from 2014 at 331 acres to 488.92 acres for 2020. Barry will verify those numbers. Councilwoman Alberts wondered why item #1 is 0. Barry indicated this is acreage that can be developed, not total acreage. David will work with Brandon to review the numbers.

Councilman Soderquist questioned page 20 (Recreation) concerning the total acres of developed parks. It was discovered the updated version distributed to Council at the previous joint meeting did not get updated into the full narrative. Barry stated the National Standards were removed. The Parks & Recreation Committee recommended concentrating on existing parks and not developing new parks. Councilman Soderquist pointed out Map #3 identifies three future parks. He commented on the Moderate-Income Housing Section, line 596 and asked where to find the plan. David stated the Moderate-Income Housing Plan will be made available on the city website.

Commissioner Johnson noticed a formatting error on line 331. Councilman Halverson commented line 487 needed a reference map. Commissioner Walton wanted line 482 changed to define OU as Operable Unit. Commissioner Walton requested lines 627 and 694 changed from "Multi-unit" to "Residential". Councilman Soderquist asked about 6650 South Street/475 East section and if there are plans for traffic going west. Commissioner Grubb identified the traffic going west will be using Old Maple Road. Barry suggested adding language for clarification. Commissioner Grubb commented eventually 6650 South will open again. Commissioner Walton discussed the Pea Vinery and Petersen Parkway Trailheads and suggested including them in the narrative.

Councilman Soderquist referenced line 766 concerning 1900 East Street and queried who is responsible for finding solutions. Barry stated that would be the City Engineer, Brandon Jones. Councilwoman Alberts identified a section of the road that needs a sidewalk. Commissioner Grubb suggested reporting on any accidents that have occurred on 1900 E. David will research as whether it is a problem and investigate ways to reduce the risk.

Commissioner Walton petitioned defining of the clouded area on the map for patio homes. David explained it identifies the city will entertain the possibility patio homes in that area without specifying an exact location. Commissioner Johnson suggested acknowledging no residents will front Old Fort Road. Barry will add that information to the narrative. Councilman Winsor addressed the Hill Air Force Base (HAFB) easements previously discussed. Shawn Byram contacted him and told him the HAFB easements will expire 2023 & 2024.

Commissioner Osborne expressed misgivings with the R-7 Zones on the map and the language of the zone. Commissioner Grubb communicated the corner of 475 East should be R-7 since it is currently is zoned as such. Everyone agreed that would be appropriate. Commissioner Grubb suggested being more transparent with the zone names and would like to see the Patio-Home Zone renamed.

Barry Burton received an email from a resident, who could not be in attendance tonight and petitioned whether it should be read. It was stated there wasn't any public comment scheduled for the meeting, but it could be brought forward at the next regular meeting.

Mayor Sjoblom asked Commissioner Osborne what zone he would recommend for the property behind the Maverik since he was uncomfortable with the R-7. Commissioner Osborne suggested leaving it in the C-H Zone. Commissioner Grubb reported work on the R-7 Zone should become priority.

David commented the mixed-use committee met prior to this meeting and they are working diligently on mixed-use. Barry charged the text identifies only two properties for mixed-use and vocalized labeling them east and west. Commissioner Walton advocated identifying the park and ride lot as mixed-use.

Commissioner Johnson discussed the hazards for sensitive lands. David suggested identifying the risks on the city website as it is not truly part of the general plan. The Lofts property on the projected land use map was changed to R-7 Zone.

Commissioner Boatright volunteered to edit Section 4 and Section 5 limited the technical language and creating a more user-friendly edition.

David was directed to create a timeline including an open house, public comment period and final approval. He will also craft survey questions for a beta test group. The next joint meeting will be 24 March 2020. The Planning Commission will discuss R-7 Zone on 12 March 2020 agenda.

ADJOURNED: Councilman Soderquist moved to adjourn the Council Meeting at 7:47 p.m. Councilwoman Alberts seconded the motion. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED: _____ Date Mar 10, 2020

Mayor: Jo Sjoblom

Transcriber: Michelle Clark


Attest:

City Recorder: Lisa Smith

DRAFT

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: March 5, 2020

Background

The City budgeted \$300,000 this year to go towards waterline replacement projects addressing fire flow deficiencies. The 2016 Culinary Water Capital Facilities Plan (CFP) identifies the existing waterline in Cottonwood Drive as needing to be replaced. The reason for the replacement was to upsize the existing 6” line to the minimum 8” size. In the 2018 Capital Improvements Plan (CIP) the replacement of this line is shown to take place in the year 2026. However, recent information and analysis would suggest that there are important reasons to consider re-prioritizing this project.

DDW Administrative Rules

The following are a list of Division of Drinking Water (DDW) Administrative Rules that this line does not meet:

1. **R309-550-5(4) Minimum Water Main Size.** *“Minimum water main size, serving a fire hydrant lateral, shall be 8 inches in diameter unless a hydraulic analysis indicates that required flow and pressures can be maintained by 6-inch lines.”* Recent fire flow tests and a hydraulic analysis (computer model) have revealed that this line cannot provide the required flow and pressures. Therefore, it must be a minimum of 8-inch.
2. **R309-550-5(5)(a) Fire Protection.** *“The design of the distribution system shall be consistent with the fire flow requirements as determined by the local fire code official.”* The Fire Marshal for South Weber has determined that 1,500 gpm is the fire flow for this area. The existing line provides a fire flow between 700 – 750 gpm.
3. **R309-550-5(7) Dead Ends.** *“To provide increased reliability of service and reduce head loss, dead ends shall be minimized by making appropriate tie-ins whenever practical.”* This is a dead-end line. When Weber Basin has to shut down their line, this line is out of service, which means that not only is there no water service, but there is no fire protection.

4. **R309-510-8(3) Fire Flow Storage.** *“Unless otherwise approved by the local fire code official, the fire flow and fire flow duration shall not be less than 1,000 gallons per minute for 60 minutes.”* This line is connected to Weber Basin’s transmission line. The only storage provided is whatever is in that line. The required storage cannot be guaranteed as the purpose of the transmission line is to deliver water, not provide storage.
5. **R309-510-8(4) Emergency Storage.** *“The amount of emergency storage shall be based upon an assessment of risk and the desired degree of system dependability.”* Given the isolated nature of this line, emergency storage would help to reduce risk and increase system dependability.

Project Purpose/Objectives/Benefits

In a memo to the City Council, dated December 5, 2019, we recommended adjusting the priority of the Cottonwood Drive Waterline Replacement and do the project in this fiscal year as a joint-use project with Uintah City. The reasons for making this priority adjustment include:

1. The upsized line will meet the minimum line size requirement.
2. Significantly increased fire flow from Uintah City and Weber Basin. According to the water model, the fire flow will exceed 3,000 gpm. This may be reduced slightly based on Weber Basin’s operational limits.
3. Elimination of a dead-end system. The joint-use line will be connected to Uintah City’s water system and Weber Basin’s transmission line. This also provides redundancy in the event of a shut-down on either side and allows the residents to remain in service and fire protection to remain in place.
4. Fire flow storage is being provided by Uintah City’s water system.
5. Emergency storage is being provided by Uintah City’s water system.
6. Cost savings to both cities (construction of the project and on-going maintenance and replacement).
7. Weber Basin has agreed to participate in the Project. They have agreed to move the meter vault up to the road and take complete ownership responsibility of approximately 1,400 feet of the line. They have also agreed to contribute \$50,000 towards the Project

Interlocal Agreement (Updated)

A redlined copy of the updated Interlocal Agreement with Uintah City is attached to this memo, along with an updated version of Exhibit A. These show the changes from the original version presented to the Council back in December. While the Agreement itself spells out the details, the following is a summary of the changes:

1. The Project will build the entire length of waterline (approx. 3,450 feet). Following construction, Weber Basin will take responsibility for approx. 1,400 feet of the waterline, leaving approx. 2,050 feet as the responsibility of both cities.
2. The Scope of the Agreement was updated to more clearly define the purpose of the Project and the ongoing responsibilities of both cities for Ownership, Operation, Maintenance, Repair, and Replacement.
3. South Weber will bid the Project, but the selection of the Contractor must be mutually agreed upon before the contract can be awarded.

4. Section 4, which addresses the ongoing responsibilities of the cities after construction, was completely rewritten to address Ownership, Operation, Maintenance, Repair and Replacement as individual items. This was done to identify the responsibility of each city as it relates to each item of the ongoing care of the Project elements.
5. A Responsibility Table was added to Exhibit A that outlines the entity or entities responsible for specifically identified elements of the Project. The entities included are South Weber, Uintah City and Weber Basin.
6. The ongoing responsibility for Maintenance, Repair and Replacement of the joint-use portion of the line will be shared 50/50 by both cities.
7. After bids are received and the Project cost is known, both cities must agree on the price before awarding the contract for the Project.
8. Any contribution to the Project from Weber Basin will be shared equally by the cities.
9. Other minor adjustments to format and organization of the Agreement were made.

Recommendation

Based on the dramatically improved water service to the area, cost savings due to the collaboration of both cities on the Project and on-going maintenance, and participation from Weber Basin, we recommend approval of the Interlocal Agreement with Uintah City and proceeding forward with the design and bidding of the Project.

**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~~1,400 feet of supply waterline infrastructure from the maintenance responsibility of South Weber and 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 culinary water service needs along Cottonwood Drive in South Weber and the west end of Uintah City by abandoning their existing culinary waterlines and constructing one new waterline, meter vaults, control valves and all other associated appurtenances, 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, operation, maintenance, repair and replacement 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. Mutually agree 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. ~~Mutually agree~~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 and Replacement**

Ownership and Liability: South Weber shall have one hundred percent (100%) ownership and liability of all physical facilities associated with the Project except as otherwise shown in Exhibit "A".

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Operation: South Weber shall be one hundred percent (100%) responsible for operation of all facilities associated with the Project as shown in Exhibit "A".

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1. 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.

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Maintenance: For the purposes of this Agreement, Maintenance shall be defined as any work required to keep the facilities associated with the Project in good working order. South Weber will be responsible to complete any maintenance work required, and shall notify Uintah as soon as practically possible. South Weber and Uintah will equally share the cost for maintenance at fifty percent (50%) each, except as otherwise indicated in Exhibit "A". The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

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Repair: For the purposes of this Agreement, Repair shall be defined as any work required to keep the facilities associated with the Project in good working order. South Weber will be responsible to complete any repair work required, and shall notify Uintah as soon as practically possible. South Weber and Uintah will equally share the cost for repairs at fifty percent (50%) each, except as otherwise indicated in Exhibit "A". The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

Replacement: For the purposes of this Agreement, Replacement shall be defined as any work associated with the removal and/or replacement of any portion of the waterline, facility or appurtenance associated with the Project as shown in Exhibit "A". The Parties must mutually agree to the required replacement. After approval, South Weber will be responsible to complete the work agreed to. South Weber and Uintah will equally share the cost for the Replacement at fifty percent (50%) each. The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

WBWCD Contracts: Parties agree that the responsibilities for Ownership, Operation, Maintenance, Repair and Replacement as outlined in the respective Parties existing contracts with WBWCD shall remain in force, except as otherwise indicated in this Agreement and/or as shown in Exhibit "A", 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")

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~~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". Parties shall mutually agree on the contract amount prior to awarding the contract.
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.~~
- 5.4. 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 fifty percent (50%)~~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.b. Within thirty (30) days of receipt of an invoice from South Weber, Uintah shall submit the reimbursement payment.
- ~~5. A change order allowance of five percent (5%) of the contract price will be split fifty percent (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.~~
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.

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~~7.8.~~ Any contribution by WBWCD towards the Project shall be divided equally by the Parties.

~~8.9.~~ South Weber and Uintah shall be responsible for ~~full~~ costs related to the ~~e~~Ownership, ~~e~~Operation, ~~m~~Maintenance, ~~r~~Repair &and ~~r~~Replacement as outlined in Section Four of this Agreement.

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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 _____, 202019

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 _____, 202019

UINTAH CITY:

Mayor, Uintah City

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Recorder

City Attorney

**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 _____, 202019.

City Manager, South Weber City

ATTEST: _____
City Recorder

Roll Call Vote

Council Member	Yes	No
Hyer Soderquist		
Council Member Winsor	Yes	No
Council Member Petty	Yes	No
Council Member Halverson	Yes	No
Council Member Taylor Alberts	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 _____, 202019.

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 2020-04
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN
SOUTH WEBER CITY AND UINTAH CITY FOR THE 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 Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The attached Interlocal Agreement (Exhibit 1) 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.

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 March 2020.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1

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

**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 1,400 feet of supply waterline infrastructure from the maintenance responsibility of South Weber and 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 culinary water service needs along Cottonwood Drive in South Weber and the west end of Uintah City by abandoning their existing culinary waterlines and constructing one new waterline, meter vaults, control valves and all other associated appurtenances.

Specifically, this Agreement addresses the obligations of South Weber and Uintah in relation to designing, preparing, bidding, awarding, managing, and the future ownership, operation, maintenance, repair and replacement 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. Mutually agree with Uintah in the selection of the Project 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. Mutually agree with South Weber on the selection of Project 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 and Replacement

Ownership and Liability: South Weber shall have one hundred percent (100%) ownership and liability of all physical facilities associated with the Project except as otherwise shown in Exhibit "A".

Operation: South Weber shall be one hundred percent (100%) responsible for operation of all facilities associated with the Project as shown in Exhibit "A".

1. 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.

Maintenance: For the purposes of this Agreement, Maintenance shall be defined as any work required to keep the facilities associated with the Project in good working order. South Weber will be responsible to complete any maintenance work required, and shall notify Uintah as soon as practically possible. South Weber and Uintah will equally share the cost for maintenance at fifty percent (50%) each, except as otherwise indicated in Exhibit "A". The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

Repair: For the purposes of this Agreement, Repair shall be defined as any work required to keep the facilities associated with the Project in good working order. South Weber will be responsible to complete any repair work required, and shall notify Uintah as soon as practically possible. South Weber and Uintah will equally share the cost for repairs at fifty percent (50%) each, except as otherwise indicated in Exhibit "A". The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

Replacement: For the purposes of this Agreement, Replacement shall be defined as any work associated with the removal and/or replacement of any portion of the waterline, facility or appurtenance associated with the Project as shown in Exhibit "A". The Parties must mutually agree to the required replacement. After approval, South Weber will be responsible to complete the work agreed to. South Weber and Uintah will equally share the cost for the Replacement at fifty percent (50%) each. The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

WBWCD Contracts: Parties agree that the responsibilities for Ownership, Operation, Maintenance, Repair and Replacement as outlined in the respective Parties existing contracts with WBWCD shall remain in force, except as otherwise indicated in this Agreement and/or as shown in Exhibit "A".

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". Parties shall mutually agree on the contract amount prior to awarding the contract.
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. 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 fifty percent (50%) of the advertisement cost.
 - b. Within thirty (30) days of receipt of an invoice from South Weber, Uintah shall submit the reimbursement payment.
5. A change order allowance of five percent (5%) of the contract price will be split fifty percent (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.
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. Any contribution by WBWCD towards the Project shall be divided equally by the Parties.
9. South Weber and Uintah shall be responsible for costs related to the Ownership, Operation, Maintenance, Repair and 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 _____, 2020

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 _____, 2020

UINTAH CITY:

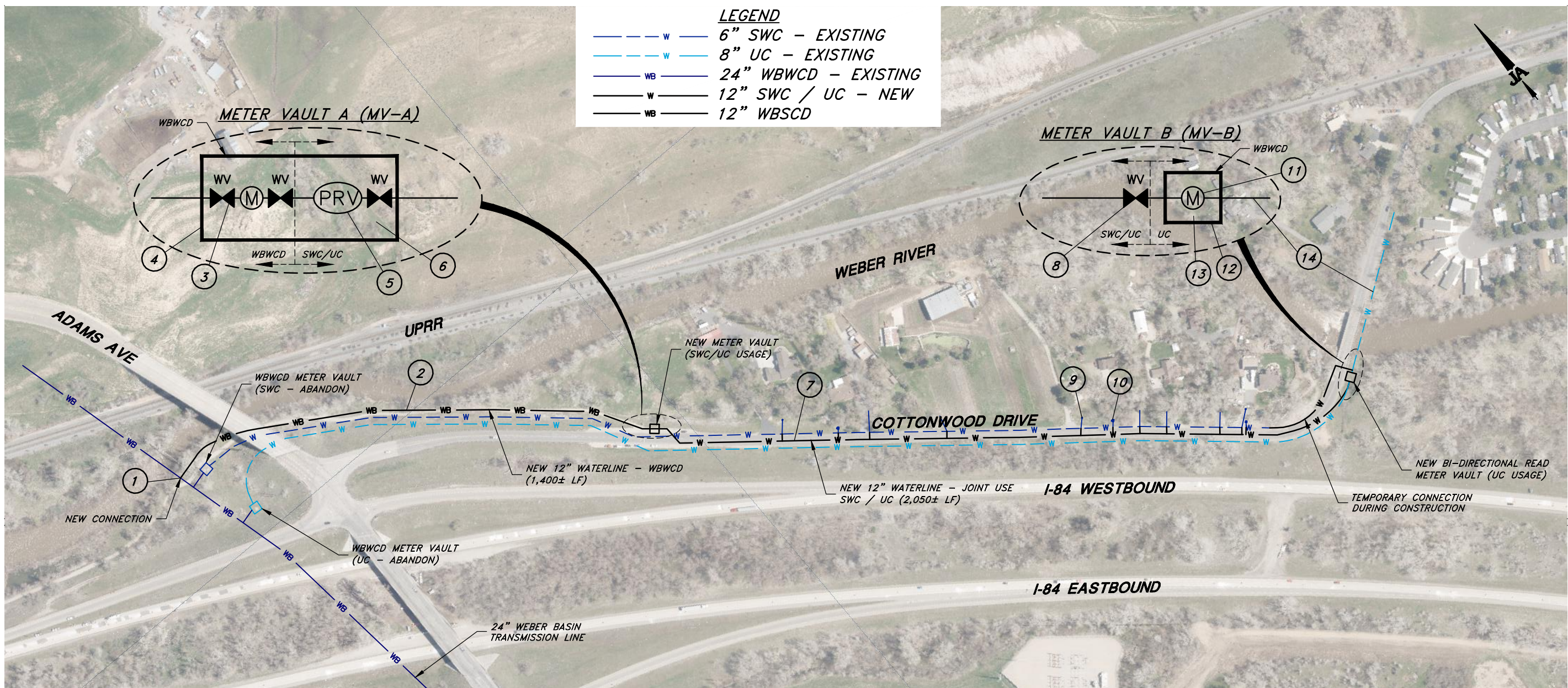
Mayor, Uintah City

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Recorder

City Attorney



LEGEND

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

PROJECT PURPOSE:
 THE PURPOSE OF THIS PROJECT IS TO PROVIDE BETTER SERVICE AND COST SAVINGS TO BOTH SOUTH WEBER AND UTAH; BOTH FOR CONSTRUCTION OF THE PROJECT AND ONGOING OWNERSHIP, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT. THE PROJECT WILL EXTEND WBWCD SERVICE LINE FROM THEIR TRANSMISSION LINE TO THE NEW LOCATION OF MV-A. THE PROJECT WILL ALSO CONSTRUCT ONE SINGLE JOINT-USE LINE TO SERVE BOTH SOUTH WEBER AND UTAH. BOTH EXISTING LINES WILL BE ABANDONED. AN ADDITIONAL BI-DIRECTIONAL READ METER VAULT (MV-B) WILL BE INSTALLED AFTER THE LAST SOUTH WEBER SERVICE TO BE ABLE TO MEASURE BOTH CITY'S TOTAL WATER CONSUMPTION. THE JOINT-USE LINE WILL BE CONNECTED TO UTAH'S WATER SYSTEM AND WILL THUS PROVIDE STORAGE AND REDUNDANCY TO ALL SERVICES AND FIRE HYDRANTS CONNECTED TO THE LINE.

ENTITY RESPONSIBILITY						
NO.	ITEM	OWNERSHIP	OPERATION	MAINTENANCE	REPAIR	REPLACEMENT
1	12" CONNECTION TO 24" WBWCD	WBWCD	WBWCD	WBWCD	WBWCD	WBWCD
2	12" LINE, FROM 24" WBWCD TO MV-A	WBWCD	WBWCD	WBWCD	WBWCD	WBWCD
3	VALVES ON 12" LINE, FROM 24" WBWCD TO MV-A	WBWCD	WBWCD	WBWCD	WBWCD	WBWCD
4	MV-A: VAULT, ISOLATION VALVES, METER, SCADA EQUIPMENT	WBWCD	WBWCD	WBWCD	WBWCD	WBWCD
5	MV-A: PRV / CONTROL VALVE, ISOLATION VALVE	SWC	SWC / UC	SWC / UC	SWC / UC	SWC / UC
6	MV-A: SOUTH WEBER SCADA (FLOW MONITORING)	SWC	SWC	SWC	SWC	SWC
7	12" LINE, FROM MV-A TO MV-B	SWC	SWC	SWC / UC	SWC / UC	SWC / UC
8	VALVES ON 12" LINE, FROM MV-A TO MV-B	SWC	SWC	SWC / UC	SWC / UC	SWC / UC
9	SERVICES ON 12" LINE, FROM MV-A TO MV-B	SWC	SWC	SWC	SWC	SWC
10	FIRE HYDRANTS ON 12" LINE, FROM MV-A TO MV-B	SWC	SWC	SWC	SWC	SWC
11	MV-B: ISOLATION VALVES, METER, SCADA EQUIPMENT	WBWCD	WBWCD	WBWCD	WBWCD	WBWCD
12	MV-B: VAULT	UC	UC	UC	UC	UC
13	MV-B: SOUTH WEBER SCADA (FLOW MONITORING)	SWC	SWC	SWC	SWC	SWC
14	8" LINE, FROM MV-B TO UTAH CITY	UC	UC	UC	UC	UC

* RESPONSIBILITY SPLIT EQUALLY WITH ENTITIES LISTED

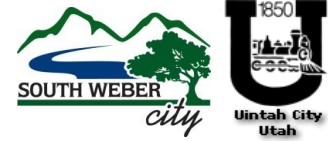
SCALE:	24" x 36" H:1"=30'	11" x 17" H:1"=60'
DESIGNED	TIME	CHECKED
BKJ	BKJ	BKJ
DATE	DATE	DATE
REV.	DATE	APPR.
SHEET: 1		
OF 1 SHEETS		

Cottonwood Dr. Waterline Replacement Project

Exhibit "B" - Budgetary 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 WBWCD trans.
line to the Uintah City
connection prior to
crossing the river



Date: February 26, 2020

Item	Description	Qty	Unit	Unit Price	Total
New 12" Waterline Complete					
1	Mobilization	1	L.S.	\$15,000.00	\$15,000.00
2	Traffic Control	1	L.S.	\$8,000.00	\$8,000.00
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.	\$2,500.00	\$5,000.00
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.	\$38.00	\$13,300.00
9	New 12" PVC C900 DR-14 waterline	3,450	l.f.	\$76.00	\$262,200.00
10	New 6" gate valve (temp)	1	ea.	\$1,500.00	\$1,500.00
11	New 12" gate 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	100	ton	\$22.00	\$2,200.00
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 =	\$556,500.00
				10%± Contingency =	\$55,650.00
				5%± Engineering & Construction Management =	\$27,825.00
				TOTAL =	\$639,975.00
				SOUTH WEBER PORTION (50%) =	\$319,987.50
				UINTAH PORTION (50%) =	\$319,987.50

* 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 _____, 2020.

City Manager, South Weber City

ATTEST: _____
City Recorder

Roll Call Vote

Council Member Soderquist	Yes	No
Council Member Winsor	Yes	No
Council Member Petty	Yes	No
Council Member Halverson	Yes	No
Council Member Alberts	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 _____, 2020.

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

MEMORANDUM

TO: South Weber City Mayor and Council

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

CC: David J. Larson – South Weber City Manager

RE: **SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION,
1st AMENDMENT
Final Review**

Date: February 26, 2020

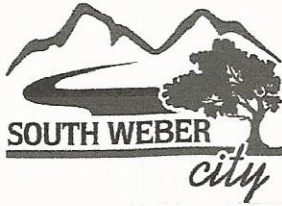
Our office has completed a review of the final plat, received on February 26, 2020. We have no comments, and therefore recommend approval.

Information

The plat is being amended so that the owner (Dan Murray) can sell Lot 2 to the individual that is planning to build on it. The Site Plan for Alpha Coffee was approved back in the spring of 2019. Therefore, the plat amendment is the only remaining approval needed. The Site Plan and other documents are only included for reference.

The lot line for Lot 1 is being adjusted and Lot 2 is being created. The remaining portion of the plat is designated as a remainder parcel and cannot be built on.

The necessary utilities for Lot 2 were approved with the Site Plan for Alpha Coffee and/or installed with Phase 1. The associated easements are already in place.



1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

Approved by PC _____
Approved by CC _____

OFFICE USE ONLY

	1-10 lots	11 + lots	Amt Pd	Date	Rcpt #	Mtg date
Concept	\$ 200.00	\$ 400.00				
Sketch	\$ 400.00	\$ 700.00				
2nd Sketch	\$ 300.00	\$ 350.00				
Prelim	\$ 600.00	\$ 900.00				
Final	\$ 700.00	\$ 1,100.00				

Prelim.
Final

SUBDIVISION/LAND USE PROCESS APPLICATION

Project/Subdivision Name: South Weber Drive Commercial Subdivision 1st
 Approx. Location: (Existing Subdivision 1st Amendment) Amendment
 Parcel Number(s): 13-034-0044 Total Acres: 4.23
 Current Zone: CH If Rezoning, to what zone: _____ Bordering Zones: _____
 Surrounding Land Uses: Staker Parsons Pit, Maverik, Highmark Charter
 Number of Lots: 3 # of Lots Per Acre: _____ PUD: Yes No

Developer or Agent

Name: Dan L Murray
 Company: Murray Family Holdings
 Address: 1907 No. 400 W.
 City/State/Zip: Centerville, UT 84014
 Phone: (801) 910-7102
 Email: _____

Developer's Engineer

Name: Scott Argyle
 Company: Entellus
 Address: 1470 S. 600 W
 City/State/Zip: Woods Cross, UT 84010
 Phone: (801) 298-2236
 Email: sargyle@entellus.com
 State License #: 189586

Property Owner, if not Developer

Name: _____
 Company: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

Surveyor, if not Engineer

Name: Jeremiah Cunningham
 Company: Entellus
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: jcunningham@entellus.com

Development Signs:

Please note that a building permit is required for all temporary subdivision signs. Signs cannot obstruct clear and free vision and must comply with all City Codes. Failure to comply will result in sign removal.

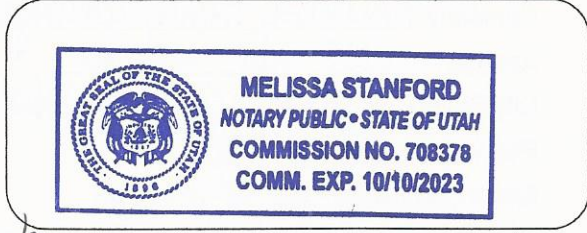
Applicant Certification

I swear the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly, to the best of my/our ability, present the argument in behalf of the application requested herewith, and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application and to appear on my/our behalf before any city commission, board or council considering this application. Should any of the information or representations submitted be incorrect or untrue, I understand that The City of South Weber may rescind any approval or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code (SWMC 11) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as **any fees associated with any City Consultant (i.e. engineer, attorney)**. The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's Signature: *Dan Murray* Date: 12/16/19

State of Utah, County of Davis
Subscribed and sworn to before me on this 16th day of December, 2019
By DAN MURRAY

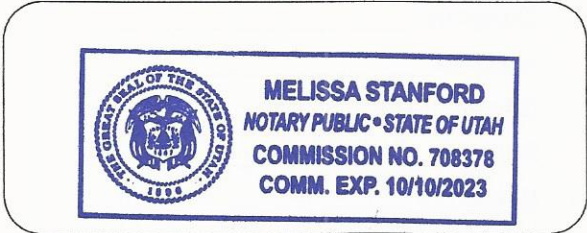
Notary *Melissa Stanford*



Property Owner's Signature: *Dan Murray* Seal Date: 12/16/19

State of Utah, County of Davis
Subscribed and sworn to before me on this 16th day of December, 2019
By DAN MURRAY

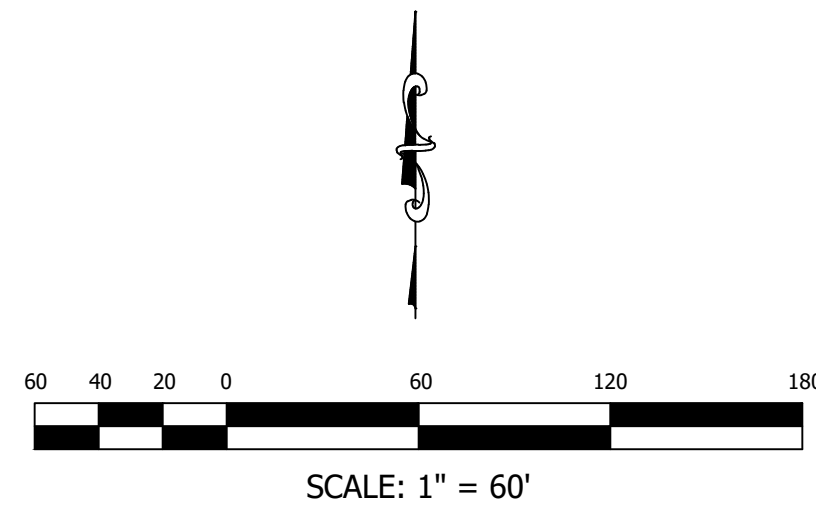
Notary *Melissa Stanford*



Seal

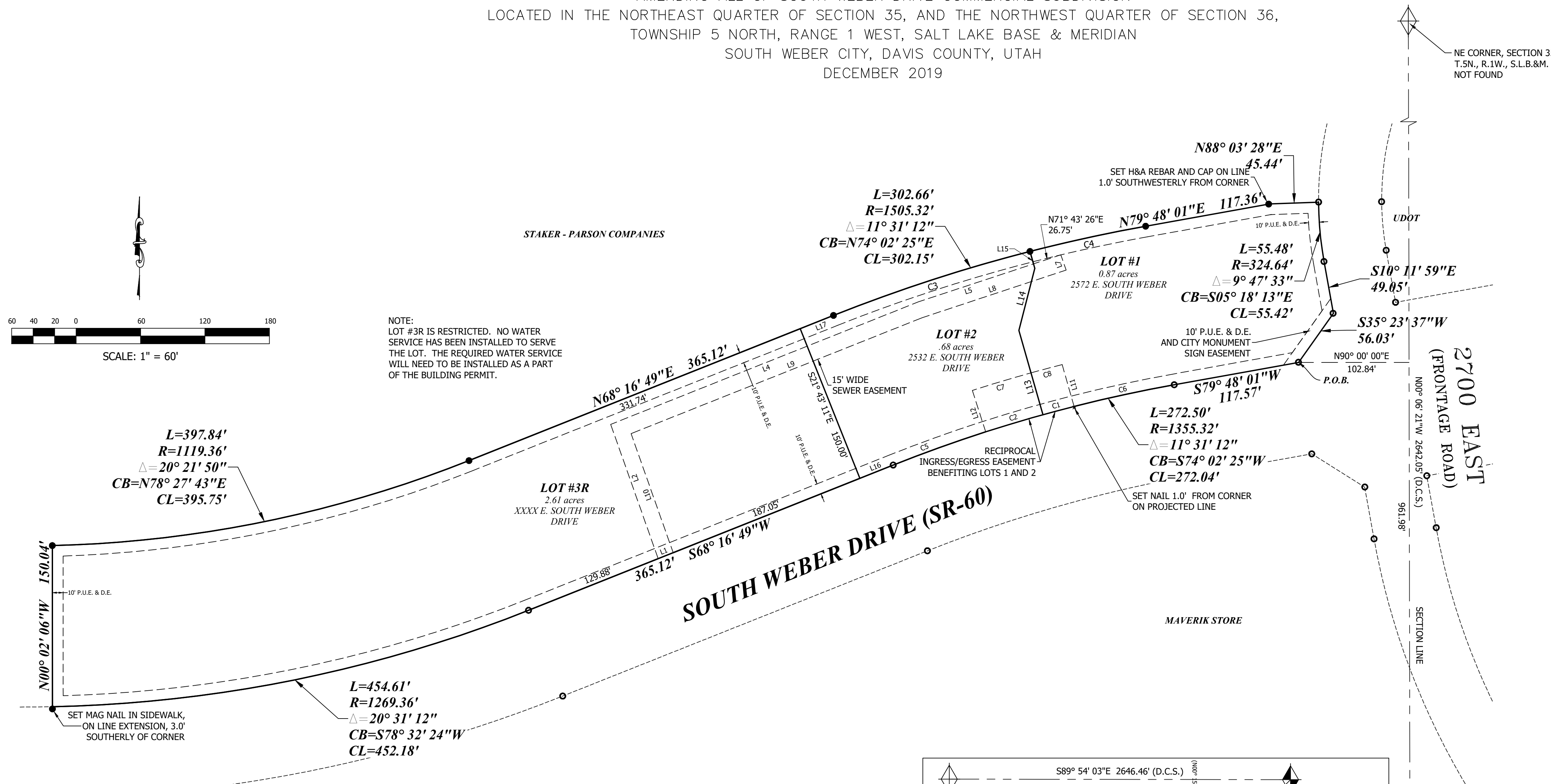
SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION 1st AMENDMENT

AMENDING ALL OF SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, AND THE NORTHWEST QUARTER OF SECTION 36,
 TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH
 DECEMBER 2019



NOTE:
 LOT #3R IS RESTRICTED. NO WATER SERVICE HAS BEEN INSTALLED TO SERVE THE LOT. THE REQUIRED WATER SERVICE WILL NEED TO BE INSTALLED AS A PART OF THE BUILDING PERMIT.

STAKER - PARSON COMPANIES



SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 9182497 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION 1st AMENDMENT AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

UTAH SURVEYOR NO. 9182497

BOUNDARY DESCRIPTION

BEGINNING AT A RIGHT-OF-WAY MONUMENT WHICH IS ON THE NORTH LINE OF SOUTH WEBER DRIVE, SAID POINT BEING NORTH 00°06'21" WEST 961.98 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" WEST 102.84 FEET FROM THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 79°48'01" WEST 117.57 FEET ALONG SAID NORTH LINE TO A 1355.32-FOOT RADIUS CURVE TO THE LEFT;
 THENCE WESTERLY 272.50 FEET ALONG SAID CURVE AND NORTH LINE THROUGH A CENTRAL ANGLE OF 11°31'12" (CHORD BEARS SOUTH 74°02'25" WEST 272.04 FEET);
 THENCE SOUTH 68°16'49" WEST 365.12 FEET ALONG SAID NORTH LINE TO A RIGHT-OF-WAY MONUMENT AND A 1269.36-FOOT RADIUS CURVE TO THE RIGHT;
 THENCE WESTERLY 454.61 FEET ALONG SAID CURVE AND NORTH LINE THROUGH A CENTRAL ANGLE OF 20°31'12", CHORD BEARS SOUTH 78°32'24" WEST 452.18 FEET;
 THENCE NORTH 00°02'06" WEST 150.04 FEET TO A NON-TANGENT 1119.36-FOOT RADIUS CURVE TO THE LEFT AND A POINT PARALLEL TO AND 150.00 FEET DISTANCE FROM SAID NORTH LINE OF SOUTH WEBER DRIVE;
 THENCE EASTERLY 397.84 FEET ALONG SAID CURVE AND PARALLEL LINE THROUGH A CENTRAL ANGLE OF 20°21'50", CHORD BEARS NORTH 78°27'43" EAST 395.75 FEET;
 THENCE NORTH 68°16'49" EAST 365.12 FEET ALONG SAID PARALLEL LINE TO A 1505.32-FOOT RADIUS CURVE TO THE RIGHT;
 THENCE EASTERLY 302.66 FEET ALONG SAID CURVE AND PARALLEL LINE THROUGH A CENTRAL ANGLE OF 11°31'12" (CHORD BEARS NORTH 74°02'25" EAST 302.15 FEET);
 THENCE NORTH 79°48'01" EAST 117.36 FEET ALONG SAID PARALLEL LINE;
 THENCE NORTH 88°03'28" EAST 45.44 FEET TO A RIGHT-OF-WAY MONUMENT AND THE WEST LINE OF A FRONTAGE ROAD AND A NON-TANGENT 324.64-FOOT RADIUS CURVE TO THE LEFT;
 THENCE SOUTHERLY 55.48 FEET ALONG SAID CURVE AND WEST LINE THROUGH A CENTRAL ANGLE OF 09°47'33", CHORD BEARS SOUTH 05°18'13" EAST 55.42 FEET;
 THENCE SOUTH 10°11'59" EAST 49.05 FEET ALONG SAID WEST LINE;
 THENCE SOUTH 35°23'37" WEST 56.03 FEET TO THE POINT OF BEGINNING.
 CONTAINS 4.24 ACRES.

OWNER'S DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE HEREON-DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS, AS SHOWN ON THIS PLAT, AND NAME SAID TRACT OF LAND SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION 1st AMENDMENT AND HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS AND PARCELS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO SOUTH WEBER CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES, AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY SOUTH WEBER CITY.

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 20__

DAN L. MURRAY, MANAGER
 MURRAY FAMILY HOLDINGS, L.L.C.

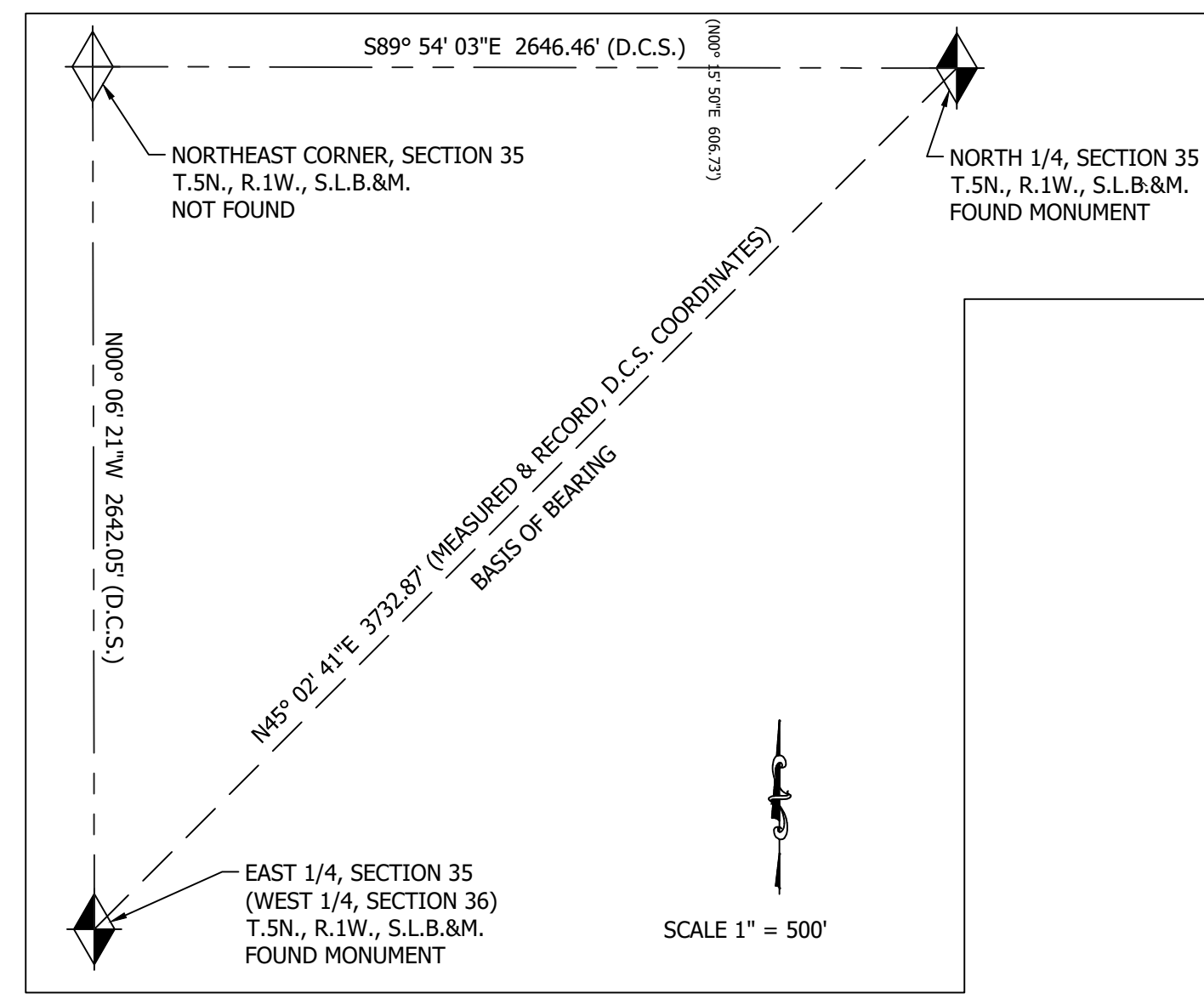
L.L.C ACKNOWLEDGMENT

ON THE ____ DAY OF _____, 20__ THERE PERSONALLY APPEARED BEFORE ME, DAN L. MURRAY, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE MANAGER OF MURRAY FAMILY HOLDINGS, L.L.C. AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: _____
 RESIDENCE: _____
 MY COMMISSION EXPIRES: _____

LINE	BEARING	LENGTH
L1	S 68°16'49" W	15.01'
L2	N 19°27'40" W	132.60'
L4	N 68°16'49" E	308.16'
L5	N 71°43'26" E	139.62'
L7	S 19°15'32" E	15.00'
L8	S 71°41'15" W	140.88'
L9	S 68°16'49" W	291.84'
L10	S 19°27'40" E	117.59'
L11	S 15°52'55" E	40.52'
L12	N 17°51'02" W	40.50'
L13	N 15°52'55" W	81.58'
L14	N 14°19'37" E	59.62'
L15	N 15°52'55" W	16.42'
L16	N 68°12'37" E	33.37'
L17	N 68°13'29" E	33.37'

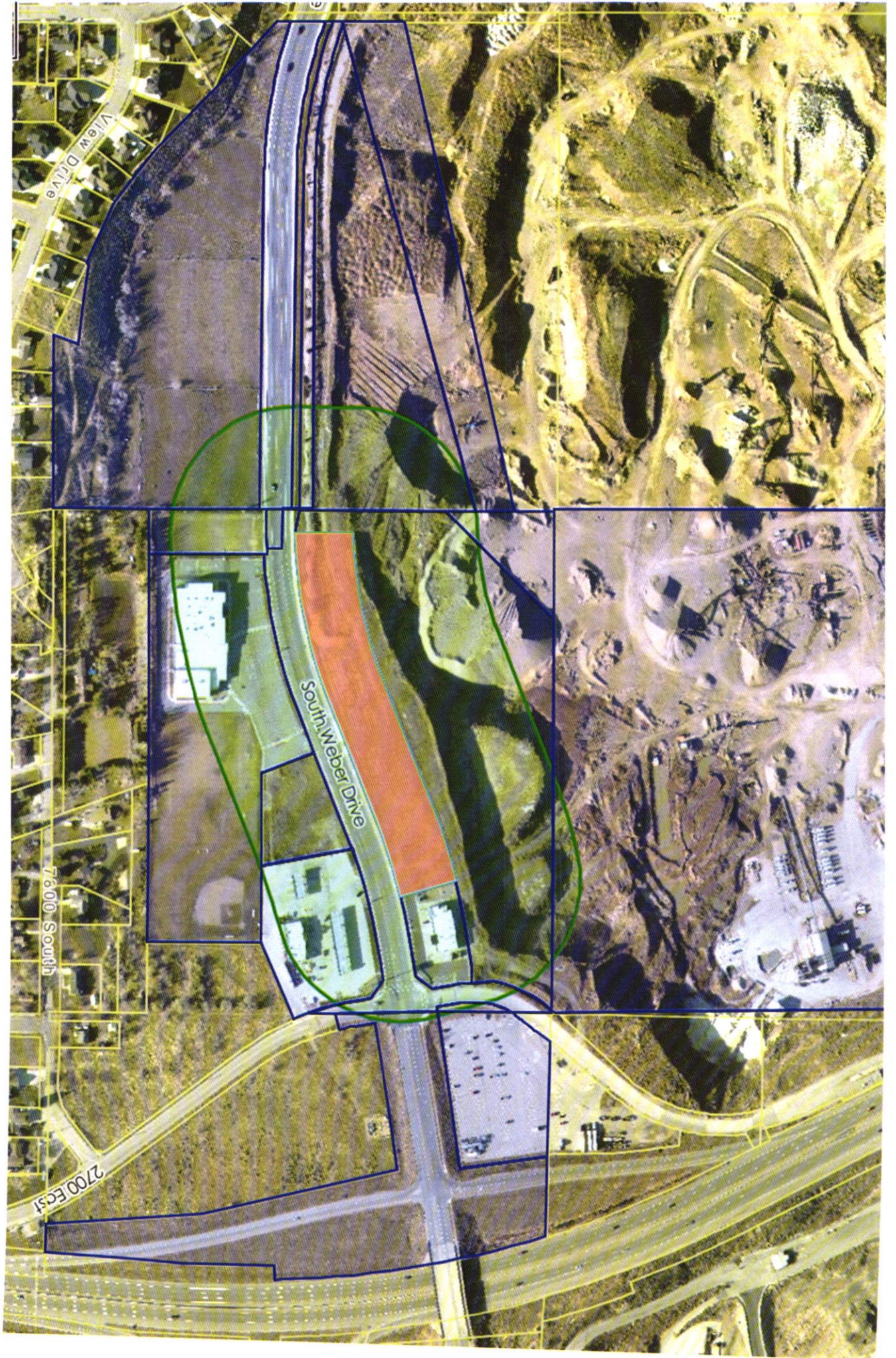
CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C1	30.01'	1,355.32'	001°16'06"	S 75°08'06" W	30.00'
C2	55.62'	1,355.32'	002°21'04"	S 73°19'30" W	55.61'
C3	192.43'	1,505.32'	007°19'28"	S 71°56'33" W	192.30'
C4	110.23'	1,505.32'	004°11'44"	S 77°42'09" W	110.20'
C5	91.53'	1,355.32'	003°52'10"	S 70°12'53" W	91.51'
C6	95.35'	1,355.32'	004°01'52"	S 77°47'05" W	95.33'
C7	57.00'	1,406.39'	002°19'20"	S 73°19'26" W	57.00'
C8	30.01'	1,406.39'	001°13'22"	S 75°05'47" W	30.01'



LEGEND

- PROPERTY LINE _____
- ADJACENT PROPERTY _____
- ROAD CENTERLINE _____
- TIE TO MONUMENT _____
- SECTION LINE _____
- PUBLIC UTILITY EASEMENT (P.U.E.) _____
- RECORD CALLS ()
- SET 5/8" REBAR WITH H&A CAP, LS# 166385, AT CORNER (UNLESS OTHERWISE NOTED) ●
- FOUND UDOT R.O.W. MARKER (UNLESS OTHERWISE NOTED) ○

<p>181 North 200 West, Suite #4 Bountiful, Utah 84010 Phone 801-298-2236 Fax 801-298-5983</p> <p>PROJECT 1074004 12/8/2019</p>	CITY COUNCIL'S APPROVAL PRESENTED TO THE CITY COUNCIL OF SOUTH WEBER CITY, UTAH, ON THIS ____ DAY OF _____, 20__ CITY RECORDER ATTEST: _____ MAYOR: _____	CITY ENGINEER'S APPROVAL APPROVED BY THE SOUTH WEBER CITY ENGINEER ON THIS ____ DAY OF _____, 20__ SOUTH WEBER ENGINEER _____	PLANNING COMMISSION APPROVAL RECOMMENDED FOR APPROVAL ON THIS ____ DAY OF _____, 20__ BY THE PLANNING COMMISSION OF SOUTH WEBER CITY. CHAIRPERSON _____	CITY ATTORNEY'S APPROVAL APPROVED ON THIS ____ DAY OF _____, 20__ BY THE SOUTH WEBER CITY ATTORNEY. ATTORNEY _____	DAVIS COUNTY RECORDER ENTRY NO. _____ FEE PAID _____ FILED FOR RECORD AND RECORDED THIS ____ DAY OF _____, 20__ AT _____ IN BOOK _____ OF _____ COUNTY RECORDER: _____ DEPUTY _____
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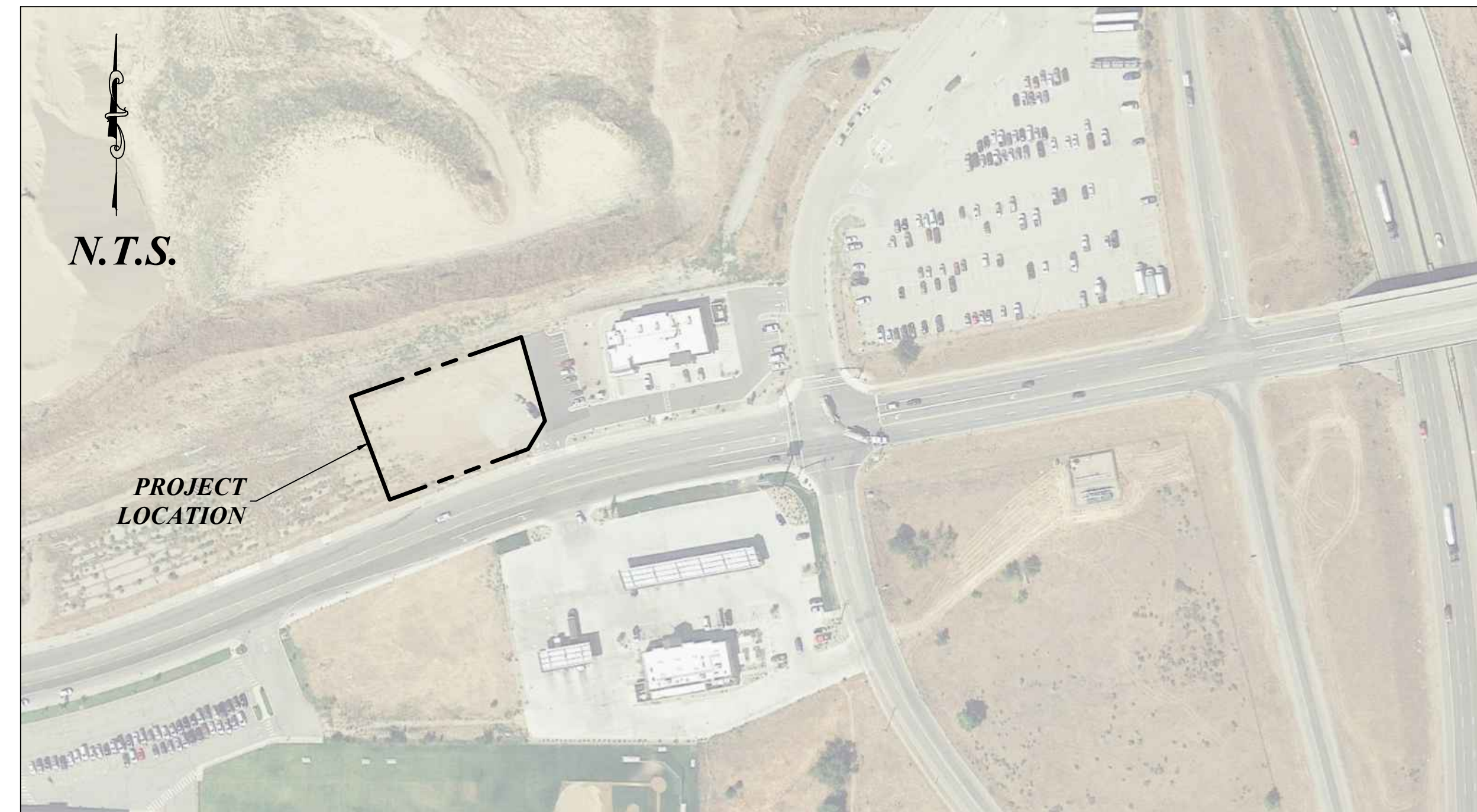


#	PARCEL ID	OWNER	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY, ST, ZIP
1	13-292-0001	HIGHMARK CHARTER SCHOOL	2467 EAST SOUTH WEBER DR		SOUTH WEBER, UT, 84405
2	13-034-0047	JACK B PARSON COMPANIES INC	2350 SOUTH 1900 WEST STE 100		OGDEN, UT, 84401-3481
3	13-306-0201	MAVERIK INC	185 SOUTH STATE ST STE 800		SALT LAKE CITY, UT, 84111-1549
4	13-306-0202	MURRAY FAMILY HOLDINGS LLC	1907 NORTH 400 WEST		CENTERVILLE, UT, 84014
5	13-312-0001	MURRAY FAMILY HOLDINGS LLC	ATTN: DAN L MURRAY 7872 SOUTH 2310 EAST	1907 NORTH 400 WEST	CENTERVILLE, UT, 84014
6	13-034-0068	POLL, JANE M - TRUSTEE	1600 EAST SOUTH WEBER DRIVE		SOUTH WEBER, UT, 84405
7	13-034-0038	SOUTH WEBER CITY	C/O ACCOUNTS PAYABLE	2350 SOUTH 1900 WEST STE 100	OGDEN, UT, 84401
8	13-034-0066	STAKER & PARSON COMPANIES A CORPORATION	REGION ONE HEADQUARTERS	166 WEST SOUTHWELL STREET	OGDEN, UT, 84404
9	13-034-0034	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
10	13-034-0049	UTAH DEPARTMENT OF TRANSPORTATION			

SOUTH WEBER COFFEE SHOP

2500 E SOUTH WEBER DRIVE
 PARCELS LOCATED IN THE NW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH

VICINITY MAP



DRAWING INDEX

C000	COVER
C100	NOTES AND LEGEND
C200	TOPOGRAPHIC PLAN
C400	SITE PLAN
C500	GRADING PLAN
C600	UTILITY PLAN
C900	SITE DETAILS
EC100	EROSION CONTROL PLAN
TOTAL SHEETS	8

GENERAL NOTES

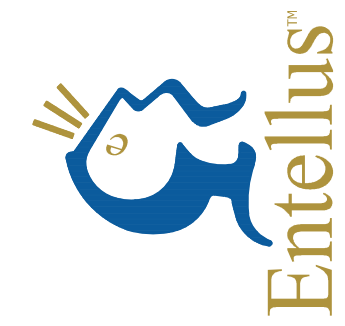
- 1) ALL WORK WITHIN A PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.
- 2) ALL UTILITY WORK SHALL CONFORM TO THE UTILITY OWNER'S STANDARDS & SPECIFICATIONS.
- 3) THESE PLANS DO NOT INCLUDE DESIGN OF DRY UTILITIES. THESE PLANS MAY CALL FOR RELOCATION, AND/OR REMOVAL AND/OR CONSTRUCTION OF DRY UTILITIES, BUT ARE NOT OFFICIAL DRAWINGS FOR SUCH. DESIGN AND COORDINATION OF DRY UTILITIES IS BY OTHERS.
- 4) THE CONTRACTOR SHALL COORDINATE AND OBTAIN ANY PERMITS REQUIRED FOR THE WORK SHOWN HEREON.
- 5) THE LOCATION AND ELEVATIONS OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS IS A BEST ESTIMATE BASED ON UTILITY COMPANY RECORDS, BLUESTAKES, AND FIELD MEASUREMENTS OF READILY OBSERVABLE ABOVE-GROUND FEATURES. AS SUCH, THIS INFORMATION MAY NOT BE COMPLETE, UP-TO-DATE, OR ACCURATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO STOP WORK AND NOTIFY THE ENGINEER IF CONFLICTING INFORMATION IS FOUND IN THE FIELD.
- 6) THE CONTRACTOR IS TO FIELD VERIFY THE LOCATION AND ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES PRIOR TO STAKING AND CONSTRUCTION.
- 7) CALL BLUESTAKES AT LEAST 48 HOURS PRIOR TO DIGGING. DO NOT PROCEED UNTIL BLUESTAKES ARE MARKED.
- 8) IT SHALL BE THE CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITY TO MEET ALL APPLICABLE HEALTH AND SAFETY REGULATIONS, AND SHALL ASSUME SOLE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT, SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK, AND THE PUBLIC IS PROTECTED.

1-800-662-4111
 UTAH TOLL FREE, OR
801-208-2100
 SALT LAKE
 IT'S THE LAW TO CALL

PRELIMINARY
NOT FOR CONSTRUCTION

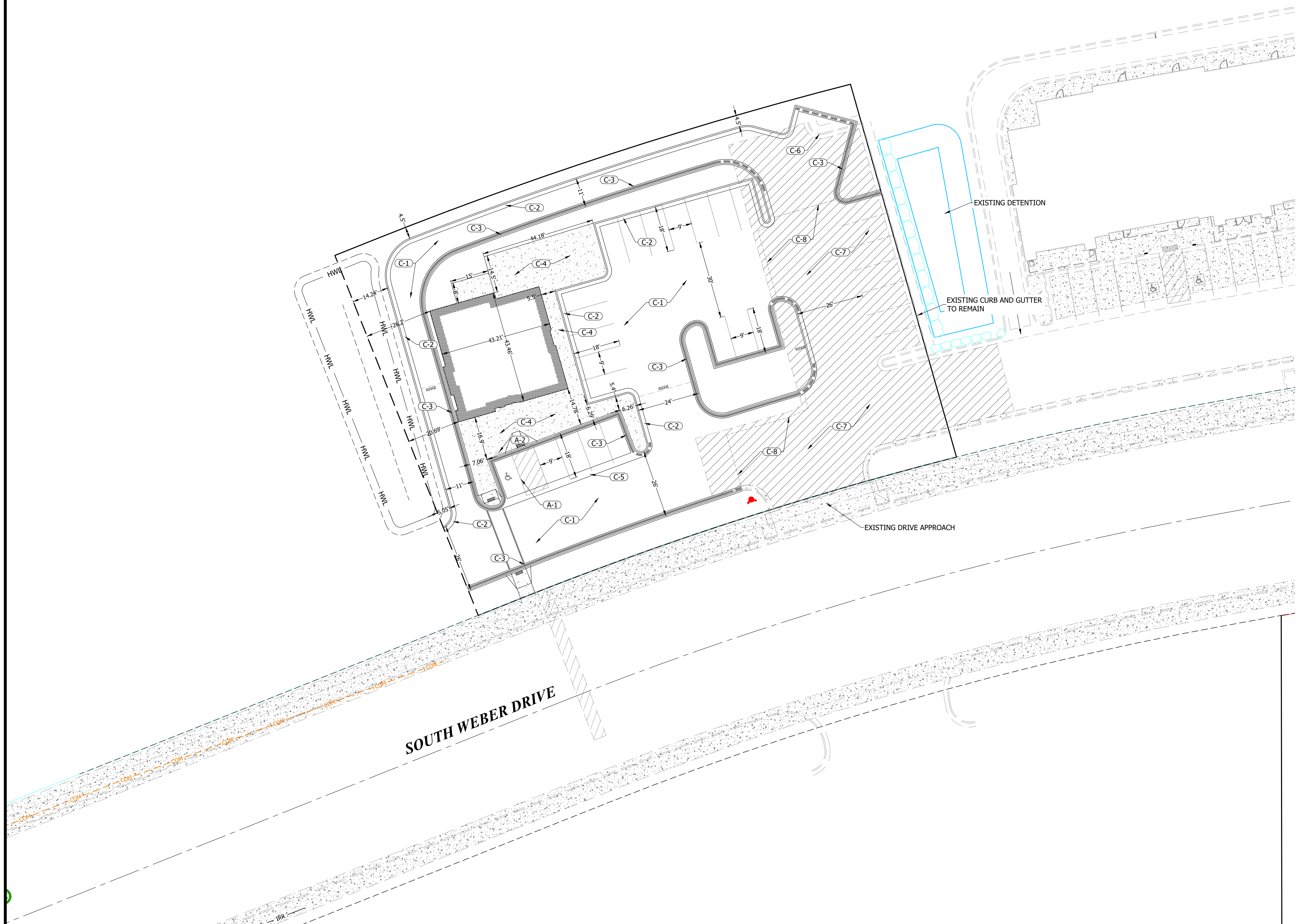
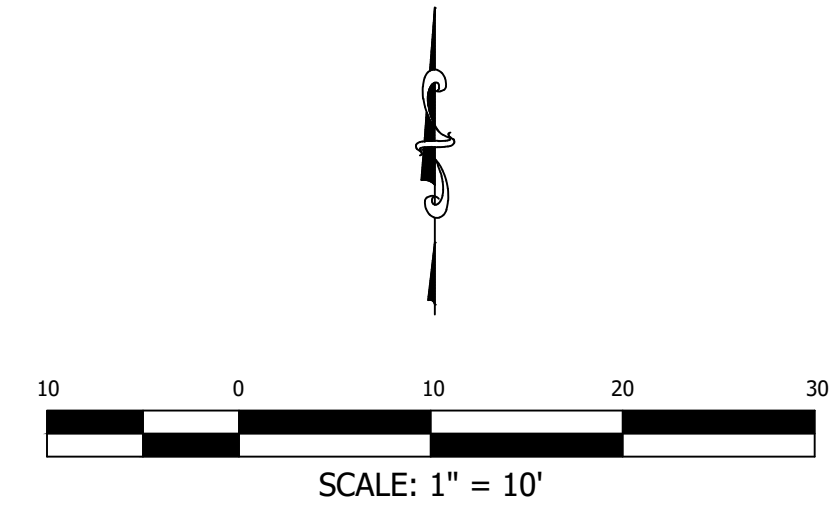
COVER	REV:	BY	DATE
	1	INIT	DATE
DRAWN: DJH	3/5/19		
APPROVED: STA	3/5/19		
PROJECT: 1074004			
DWG: PROD 1074004.dwg			

1470 SOUTH 600 WEST
 WOODS CROSS, Utah 84010
 Phone 801-298-2236



**PRELIMINARY
NOT FOR
CONSTRUCTION**

SOUTH WEBER COFFEE SHOP
2500 E SOUTH WEBER DRIVE
PARCELS LOCATED IN THE NW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH



SYMBOL LEGEND

- (C-1) ASPHALT & BASE
PER DETAIL SHEET C900
- (C-2) 24" CONCRETE HIGH-BACK CATCH CURB & GUTTER
PER DETAIL SHEET C900
- (C-3) 24" CONCRETE HIGH-BACK RELEASE CURB & GUTTER
PER DETAIL SHEET C900
- (C-4) CONCRETE SIDEWALK
PER DETAIL SHEET C900
- (C-5) 36" WATERWAY
PER DETAIL SHEET C900
- (C-6) DUMPSTER PAD AND APRON
PER DETAIL SHEET C900
- (C-7) EXISTING ASPHALT TO REMAIN
- (C-8) SAWCUT EXISTING ASPHALT TO CLEAN EDGE
PER SOUTH WEBER CITY STANDARDS
- (A-1) ADA SIDEWALK RAMP AND PARKING AREA
PER DETAIL SHEET C900
- (A-2) ADA VAN ACCESSIBLE PARKING SIGN
PER DETAIL SHEET C900
- (A-3) ADA ACCESSIBLE PARKING SIGN
PER DETAIL SHEET C900

ALL ITEMS WITHIN THE PUBLIC RIGHT-OF-WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.

ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:
MINIMUM WIDTH OF 48", MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESS ROUTE TURNAROUNDS:
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

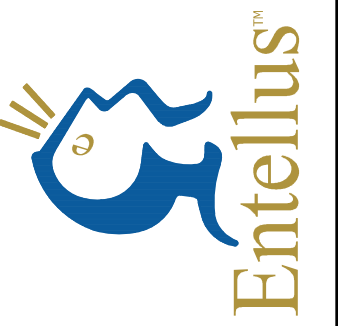
LEVEL LANDING / EXTERIOR DOOR LANDING:
MINIMUM SIZE OF 60"x60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESSIBLE EGRESS TO PUBLIC WAY:
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ADA ACCESS RAMP:
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).

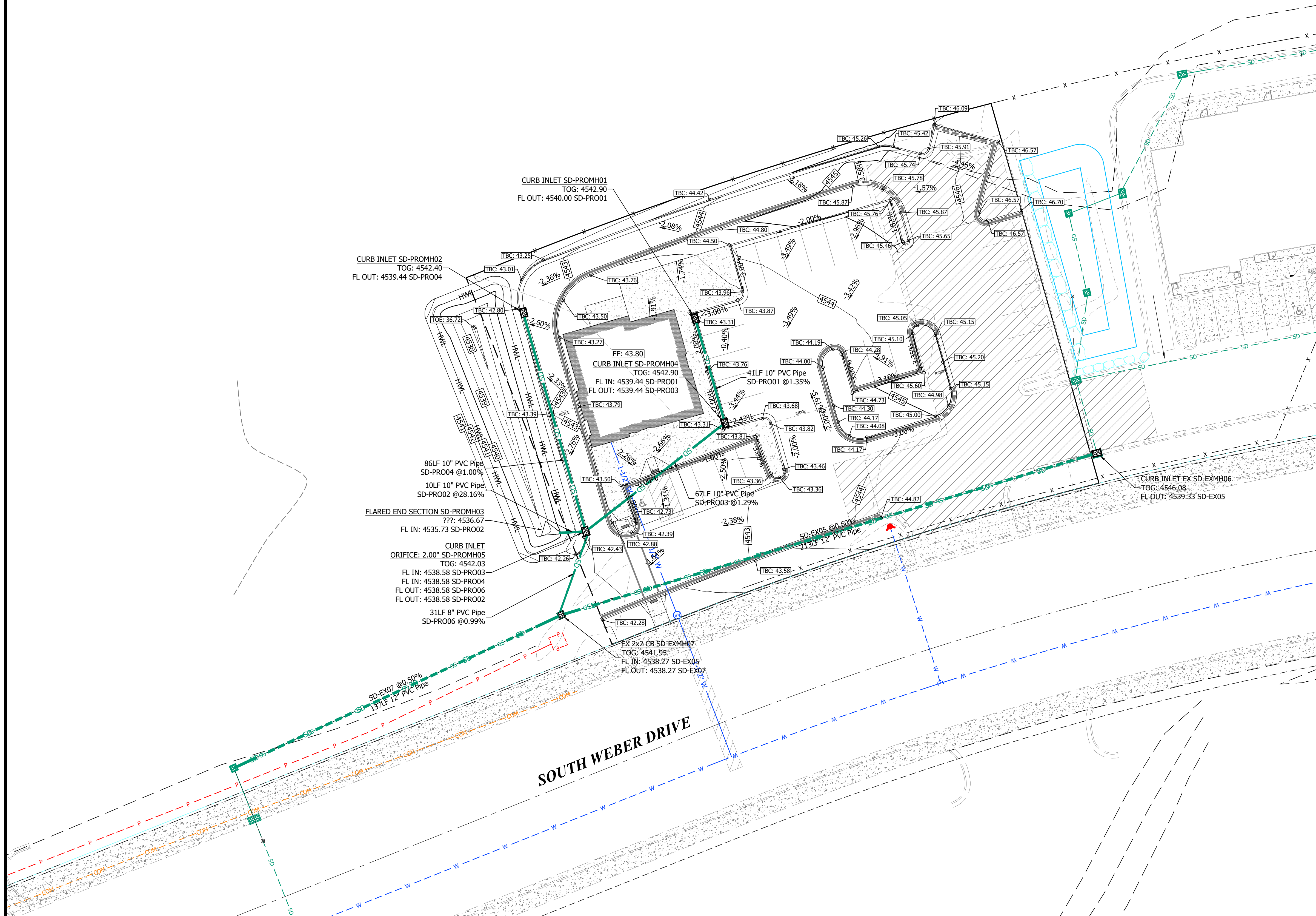
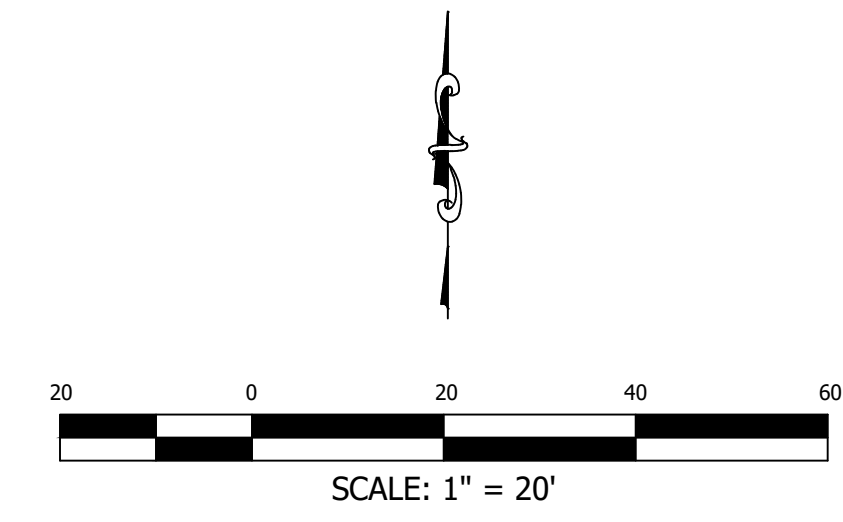
DRAWN: 3/5/19
DH
APPROVED: 3/5/19
STA
PROJECT: [PROJECT #]
PROD 1074004.dwg

C400
SITE PLAN



PRELIMINARY
NOT FOR
CONSTRUCTION

SOUTH WEBER COFFEE SHOP
2500 E SOUTH WEBER DRIVE
PARCELS LOCATED IN THE NW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH



DRAINAGE CALCULATIONS

5-Feb-19

Area Analysis

Area	sq.ft.	Acres	C
Building	21,716	0.50	0.85
Improvements	1,856	0.04	0.90
Landscapes	6,848	0.16	0.15
Total	30,420	0.70	0.70

100 Year Detention Calculations

NOAA Precipitation Frequency Data Server
Latitude: 41.1277° Longitude: -111.9120°

Time (min.)	I (in./hr)	Runoff (ft ³)	Allowable Runoff (ft ³)	Storage (ft ³)
5	7.520	1,096	21	1,075
10	5.730	1,670	42	1,628
15	4.740	2,072	63	2,009
30	3.190	2,789	126	2,663
60	1.970	3,444	251	3,193
120	1.150	4,021	503	3,519
180	0.791	4,149	754	3,395
360	0.441	4,626	1,508	3,118
720	0.275	5,770	3,017	2,753
1440	0.160	6,714	6,034	680
Required Detention				3,519
Estimated Designed Detention				3,797

Orifice Sizing

Highwater Elevation	4,541.00 ft
Orifice Elevation	4,538.27 ft
Flow	0.07 cfs
C _d	0.62 square-edge
Orifice Size	1.25 in.

ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

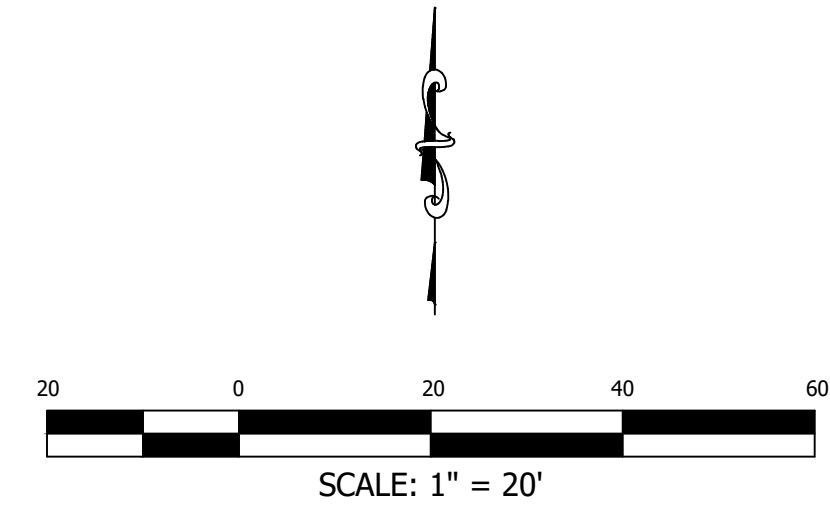
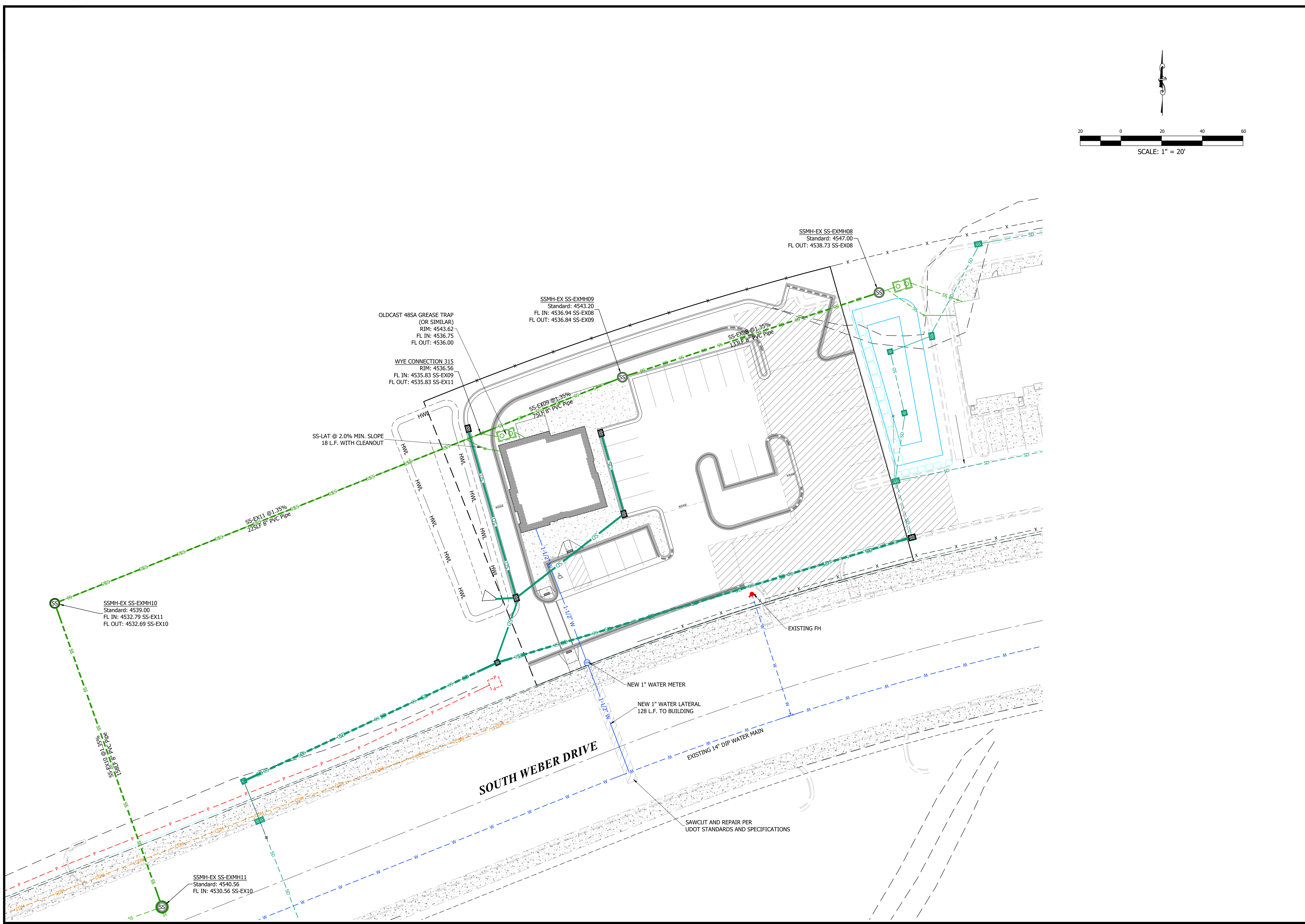
ACCESS ROUTE TURNAROUNDS:
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:
MINIMUM SIZE OF 60"x60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESSIBLE EGRESS TO PUBLIC WAY:
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ADA ACCESS RAMPS:
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).

DRAWN:
APPROVED:
STA
PROJECT: [PROJECT #]
PROD 1074004.dwg
C500
GRADING PLAN



1470 SOUTH 600 WEST
WOODS CROSS, UT 84010
Phone 801.298.2236
www.Entellus.com

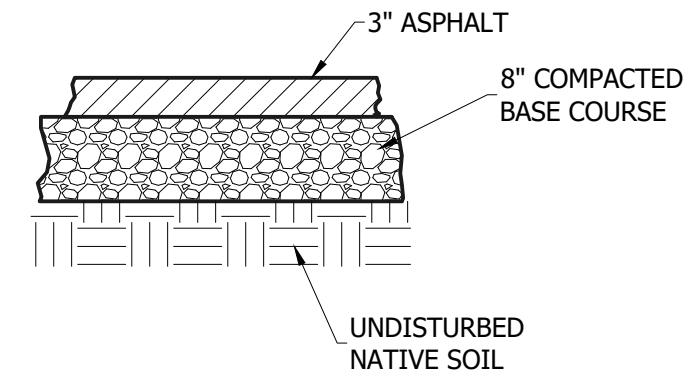


PRELIMINARY
NOT FOR
CONSTRUCTION

SOUTH WEBER COFFEE SHOP
2500 E SOUTH WEBER DRIVE
PARCELS LOCATED IN THE NW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

DRAWN: [BY]	[DATE]
APPROVED: [STA]	[DATE]
PROJECT: [PROJECT #]	
PROD 1074004.dwg	
C600	
UTILITY PLAN	

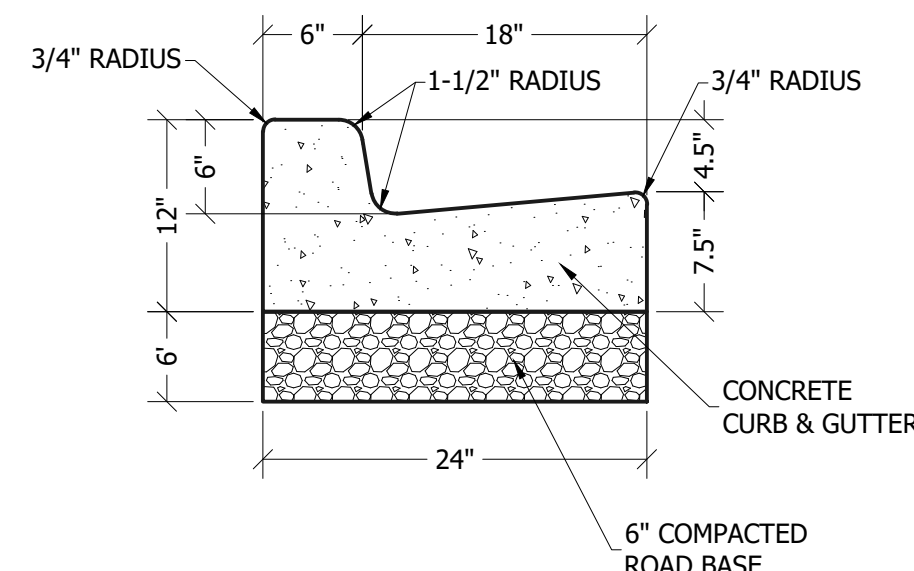
- NOTES
- ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
 - PLACE MATERIAL PER APWA SECTION 32 05 10.



PRIVATE ASPHALT SECTION

C1
C400 TYPICAL
N.T.S.

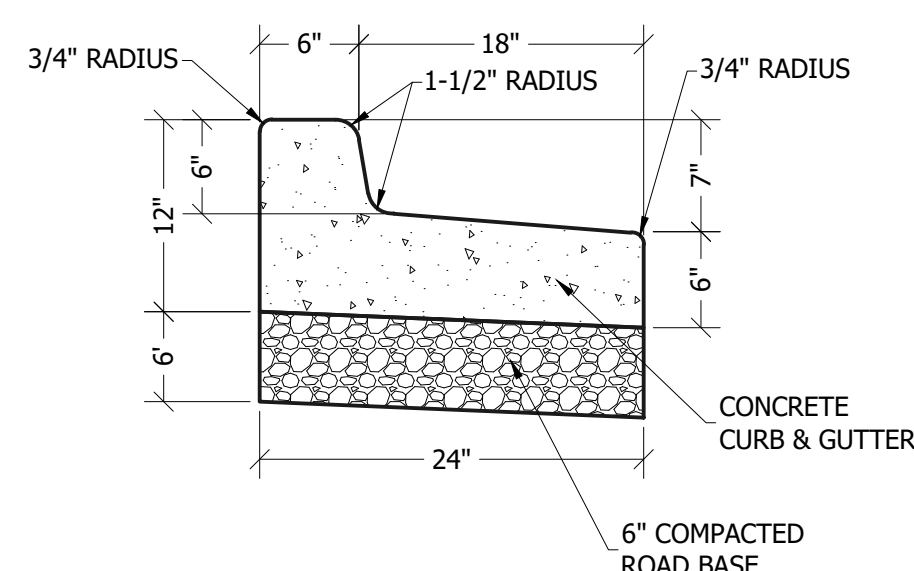
- NOTES
- ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
 - CONCRETE IS TO BE 4,000 PSI TEST.
 - CONTROL JOINTS AT 10' INTERVALS.
 - BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.



PRIVATE 24" CATCH CURB & GUTTER

C2
C400 TYPICAL
N.T.S.

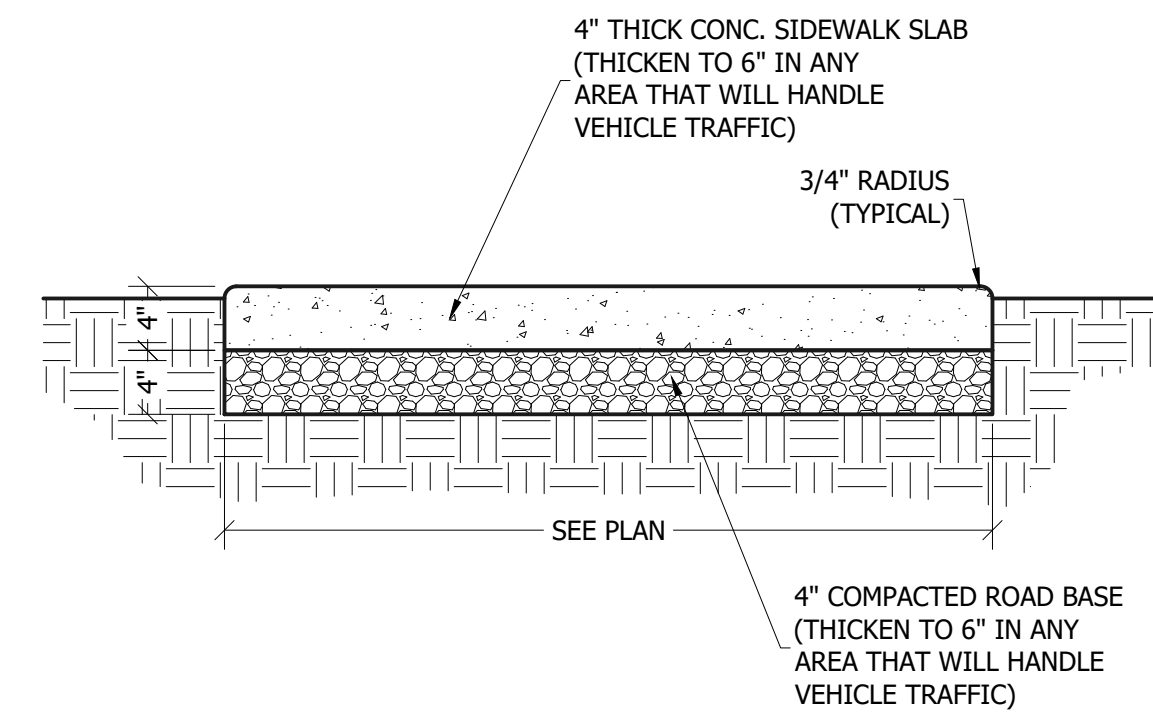
- NOTES
- ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
 - CONCRETE IS TO BE 4,000 PSI TEST.
 - CONTROL JOINTS AT 10' INTERVALS.
 - BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.



PRIVATE 24" RELEASE CURB & GUTTER

C3
C400 TYPICAL
N.T.S.

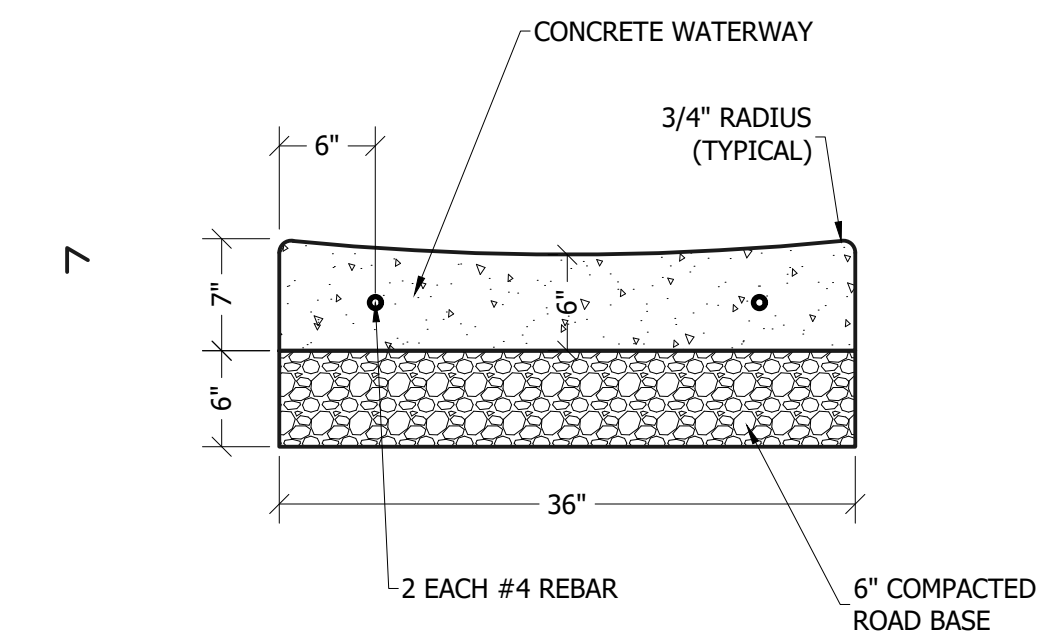
- NOTES
- ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
 - CONCRETE IS TO BE 4,000 PSI TEST.
 - CONTROL JOINTS AT 10' INTERVALS.
 - BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.



PRIVATE CONCRETE SIDEWALK

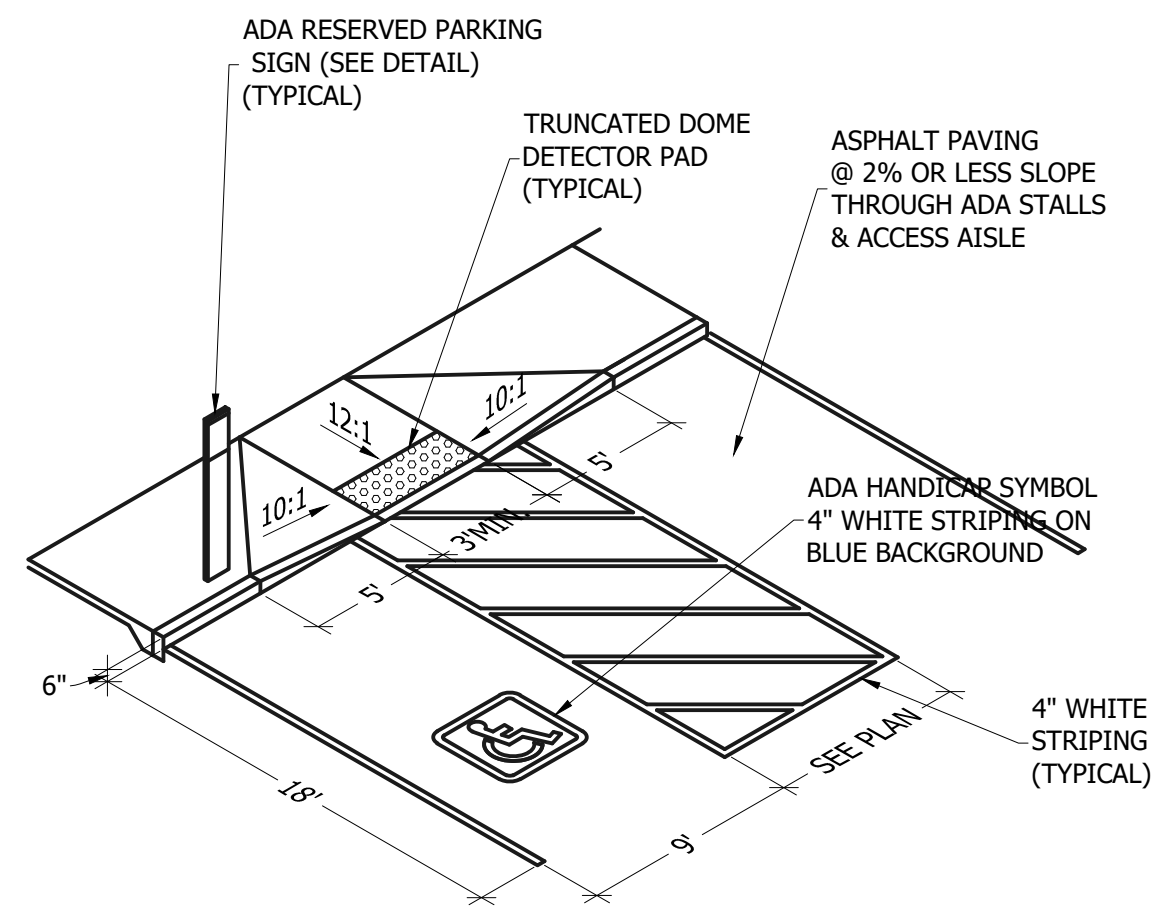
C4
C400 TYPICAL
N.T.S.

- NOTES
- ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
 - CONCRETE IS TO BE 4,000 PSI TEST.
 - CONTROL JOINTS AT 10' INTERVALS.
 - BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.
 - STEEL REINFORCEMENT IS TO BE DEFORMED GRADE 60 STEEL, GALVANIZED OR EPOXY COATED.



PRIVATE 36" CONCRETE WATERWAY

C-5
C400 TYPICAL
N.T.S.



ADA ACCESSIBLE PARKING & RAMPS

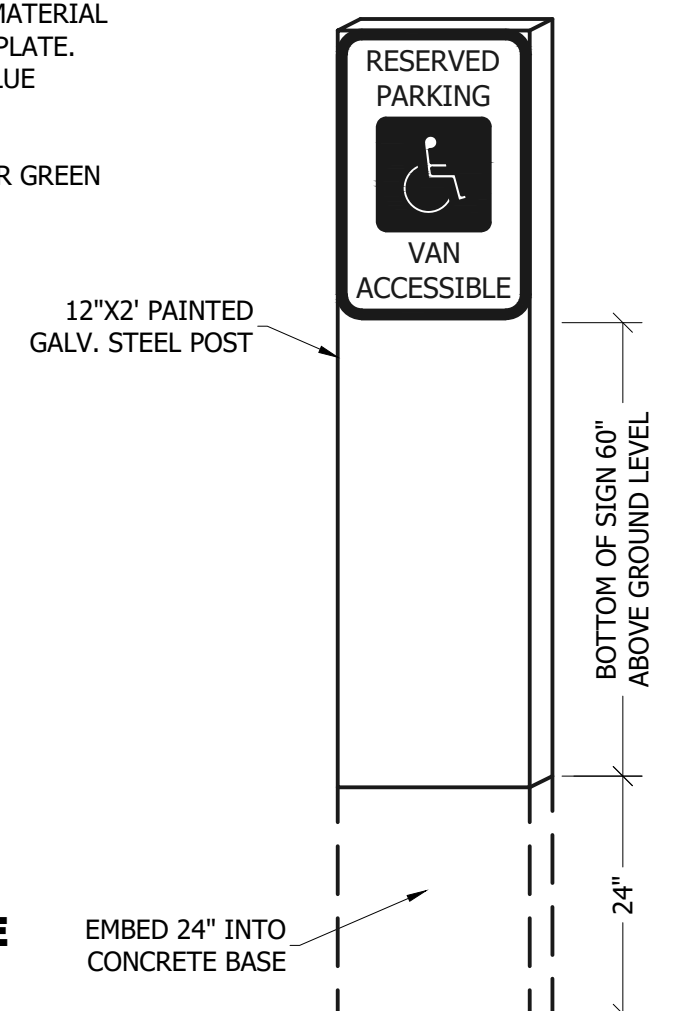
C5
C400 TYPICAL
N.T.S.

- NOTES
- SIGN IS TO BE REFLECTIVE MATERIAL ON AN ALUMINUM BACKING PLATE.
 - WHITE ADA SYMBOL ON A BLUE SQUARE.
 - WHITE BACKGROUND.
 - LETTERING IS TO BE BLUE OR GREEN.



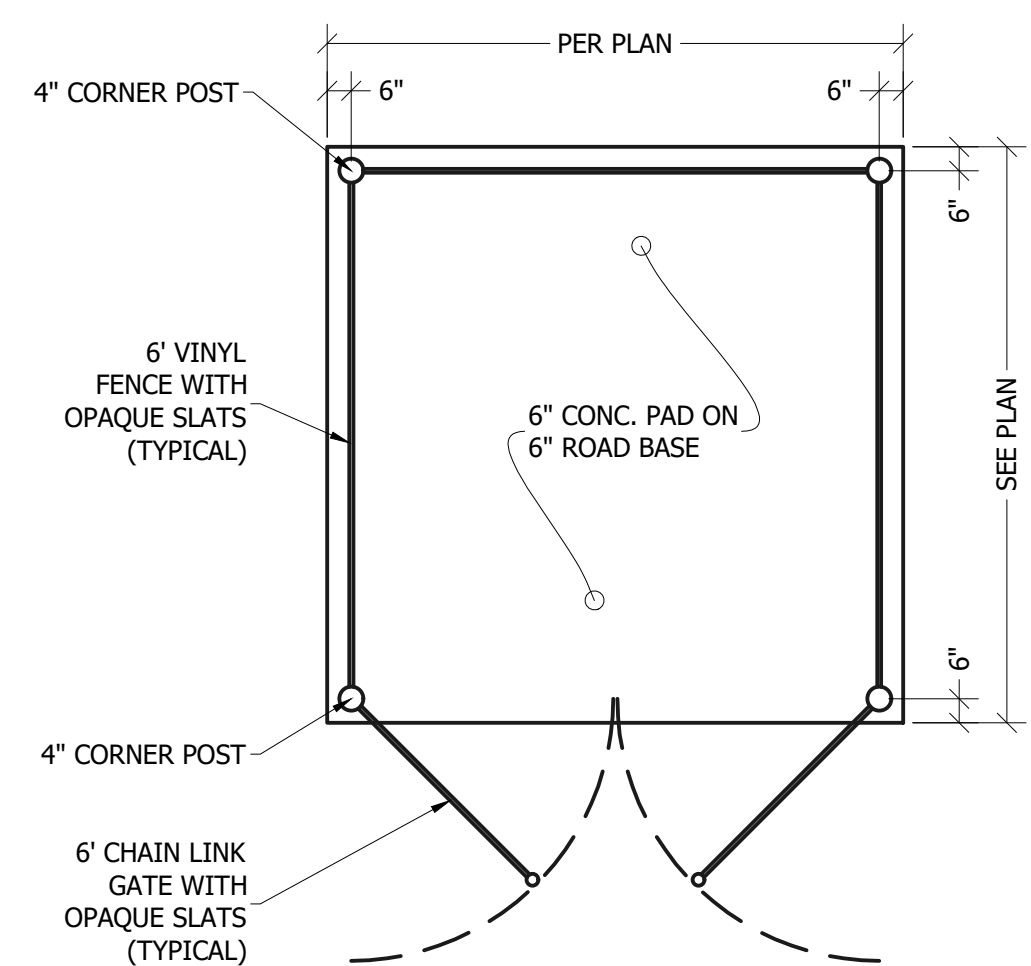
ADA RESERVED PARKING VAN-ACCESSIBLE SIGN

C6
C400 TYPICAL
N.T.S.



POLE-MOUNTED SIGN

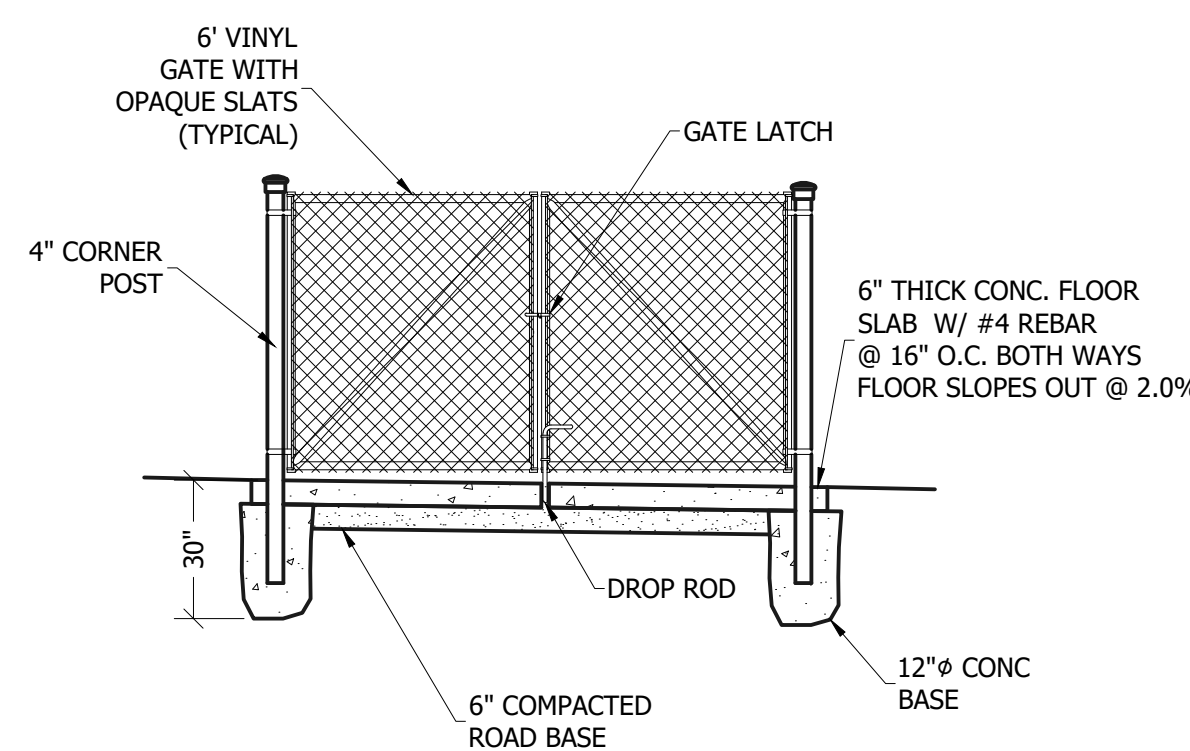
ADA POLE-MOUNTED VAN-ACCESSIBLE PARKING SIGN



PLAN VIEW

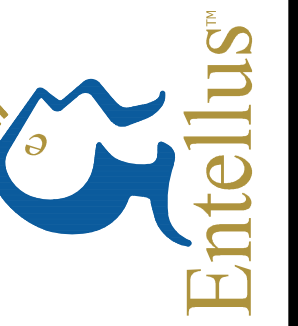
A1 DUMPSTER ENCLOSURE

C400 TYPICAL
N.T.S.



SECTION VIEW

1470 SOUTH 600 WEST
WOODS CROSS, UT 84010
Phone 801.298.2236
www.Entellus.com



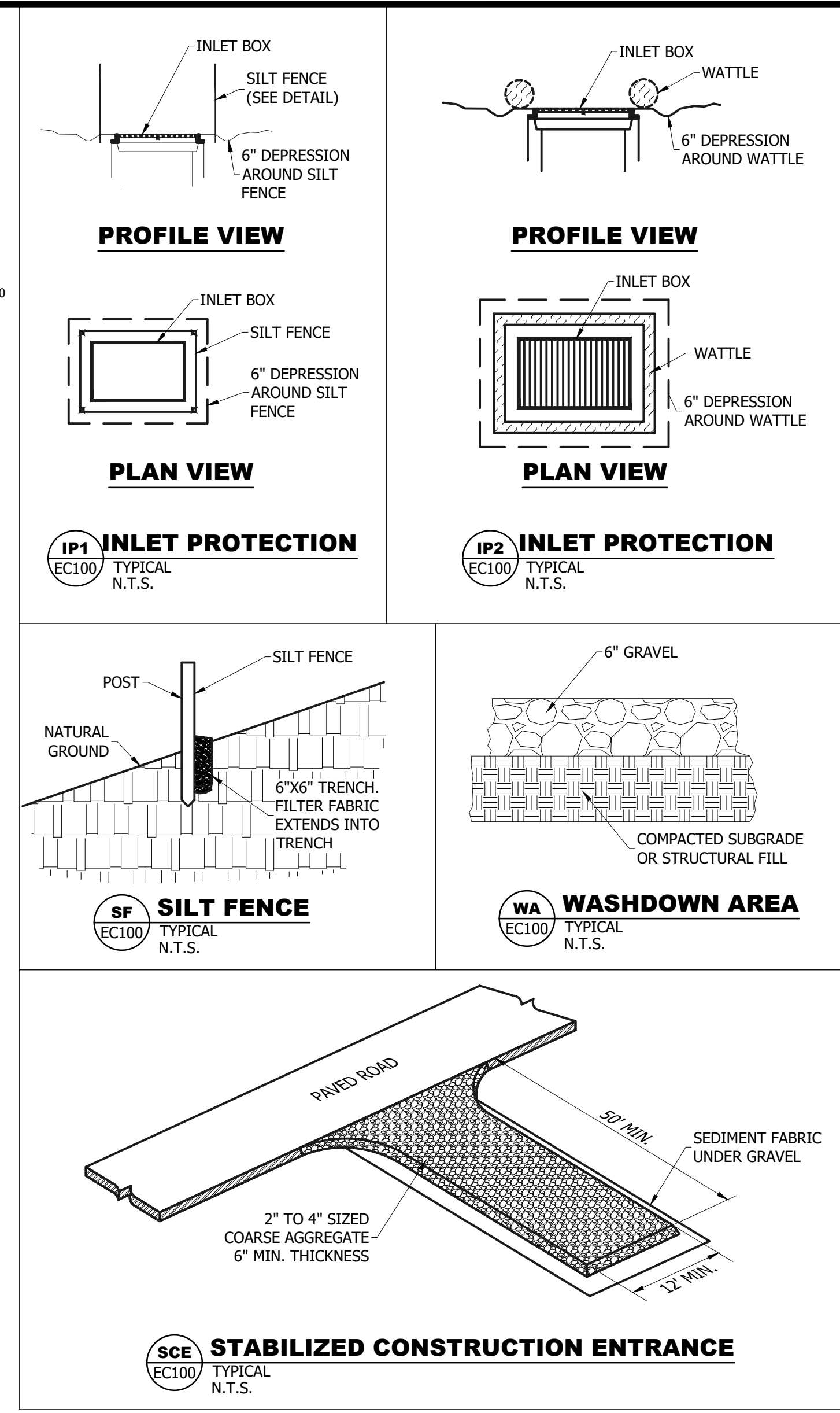
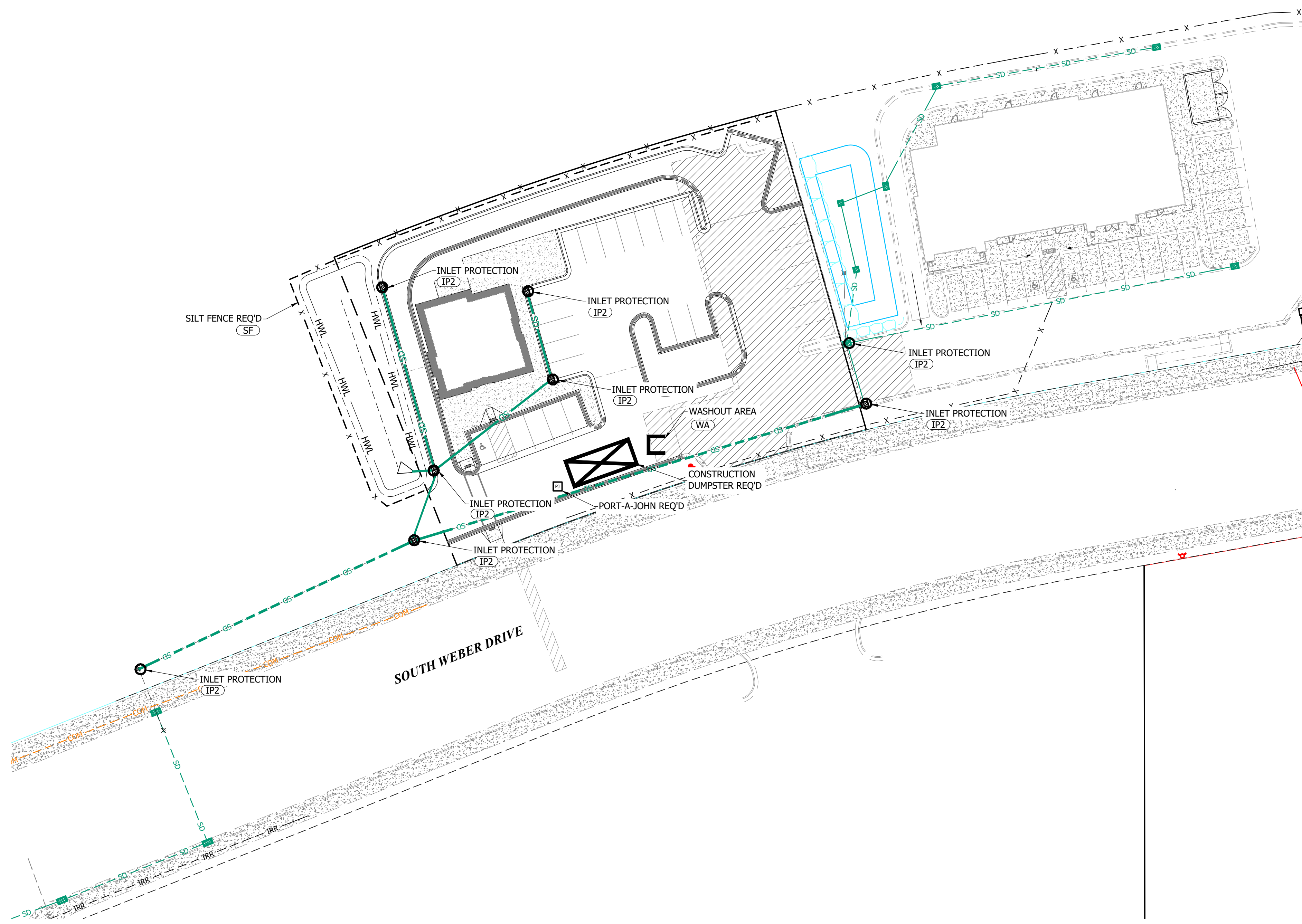
PRELIMINARY
NOT FOR
CONSTRUCTION

SOUTH WEBER COFFEE SHOP

2500 E SOUTH WEBER DRIVE
PARCELS LOCATED IN THE NW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

DRAWN:
APPROVED:
STA
PROJECT: [PROJECT #]
PROD 1074004.dwg

C900
SITE DETAILS



CONSTRUCTION NOTES:

CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL, STATE, AND FEDERAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.

CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.

CONTRACTOR TO INSPECT SITE TO ENSURE THE SWPPP IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL.

CONTRACTOR TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROLS AND HOUSEKEEPING MEASURES.

ALL SOLID WASTE SHALL BE STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER SHALL MEET ALL STATE AND LOCAL WASTE MANAGEMENT REGULATIONS.

ALL HAZARDOUS WASTE SHALL BE DISPOSED OF IN THE MANNER AS SPECIFIED BY THE MANUFACTURER AND STATE AND LOCAL REGULATIONS.

A WASHOUT AREA SHALL BE CONSTRUCTED FOR THE TEMPORARY COLLECTION OF EXCESS CONCRETE AND NON-STORM WATER DISCHARGES FROM VEHICLE WASHING. THE CONCRETE WILL BE TAKEN TO THE CITY LANDFILL WITHIN 1 WEEK OF PLACING IN THE WASHOUT AREA.

A STABILIZED CONSTRUCTION ENTRANCE WILL BE CONSTRUCTED TO REDUCE VEHICLE TRACKING OF SEDIMENTS ONTO PUBLIC RIGHT OF WAYS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEPED DAILY TO REMOVE EXCESS DIRT.

INSPECTION SHALL BE MADE MONTHLY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. ALL NON-STORM WATER FLOWS SHALL BE DIRECTED TOWARD THE WASHOUT AREA OR SEDIMENT BASIN. THE SWPPP WILL BE REVISED AS SITE CONDITIONS AND PROJECT WARRANTS.

CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND SWEEPING PUBLIC STREETS ON A DAILY BASIS, OR MORE IF NECESSARY.

CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADEQUATE DUST CONTROL THROUGHOUT THE COURSE OF THE PROJECT.

181 North 200 West, Suite #4
Bountiful, Utah 84010
Phone 801-298-2236

**PRELIMINARY
NOT FOR
CONSTRUCTION**

SOUTH WEBER COFFEE SHOP

1868 NORTH AND 1075 WEST
LOCATED IN THE NORTHEAST 1/4 OF SECTION 11, T.3N., R.1W., S.L.R.&M.
FARMINGTON CITY, DAVIS COUNTY, UTAH

DRAWN:	DJH	3/5/19
APPROVED:	STA	3/5/19
PROJECT:	1034013	
PROD 1074004.dwg		

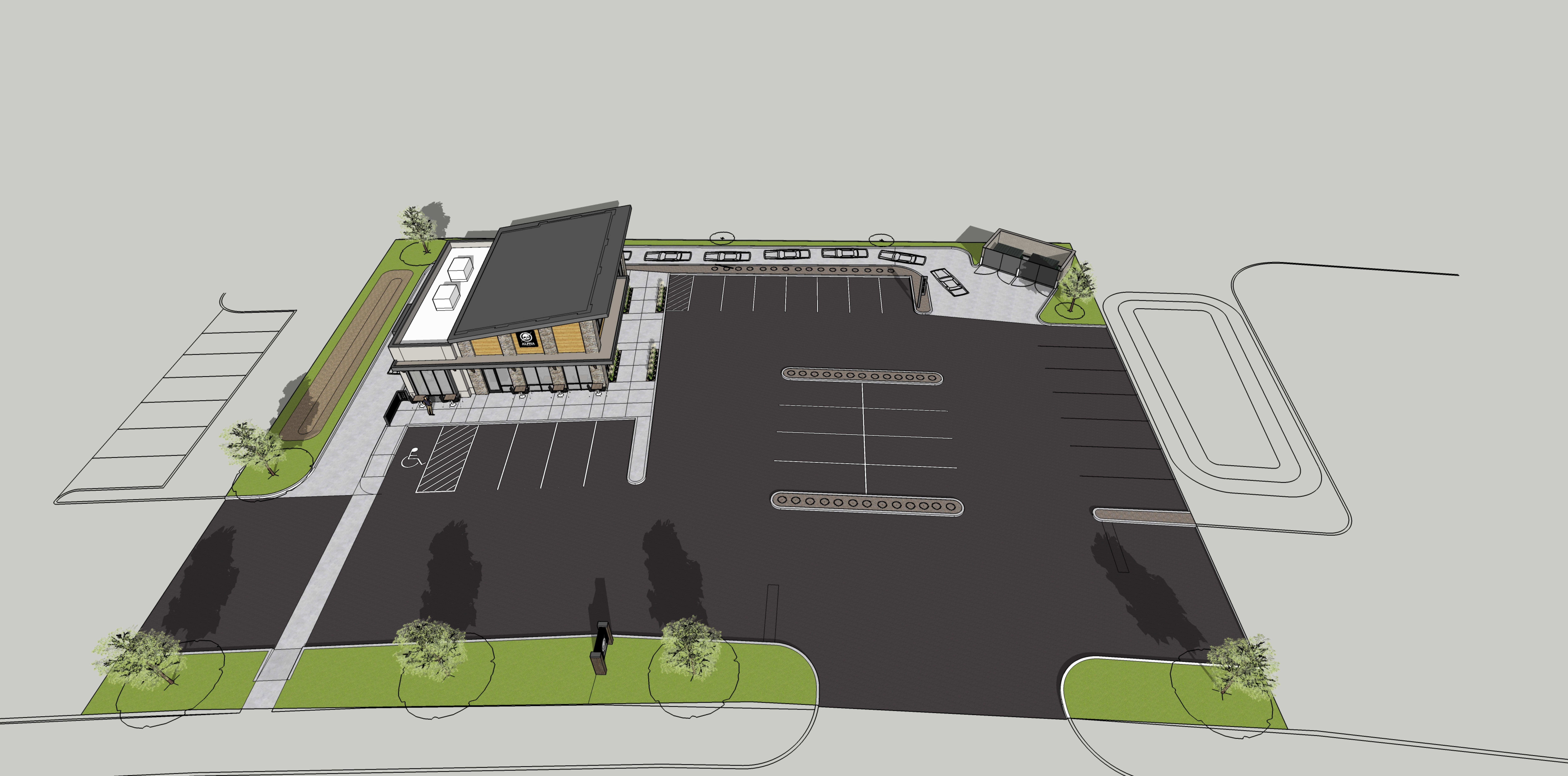
EC100
EROSION CONTROL
PLAN





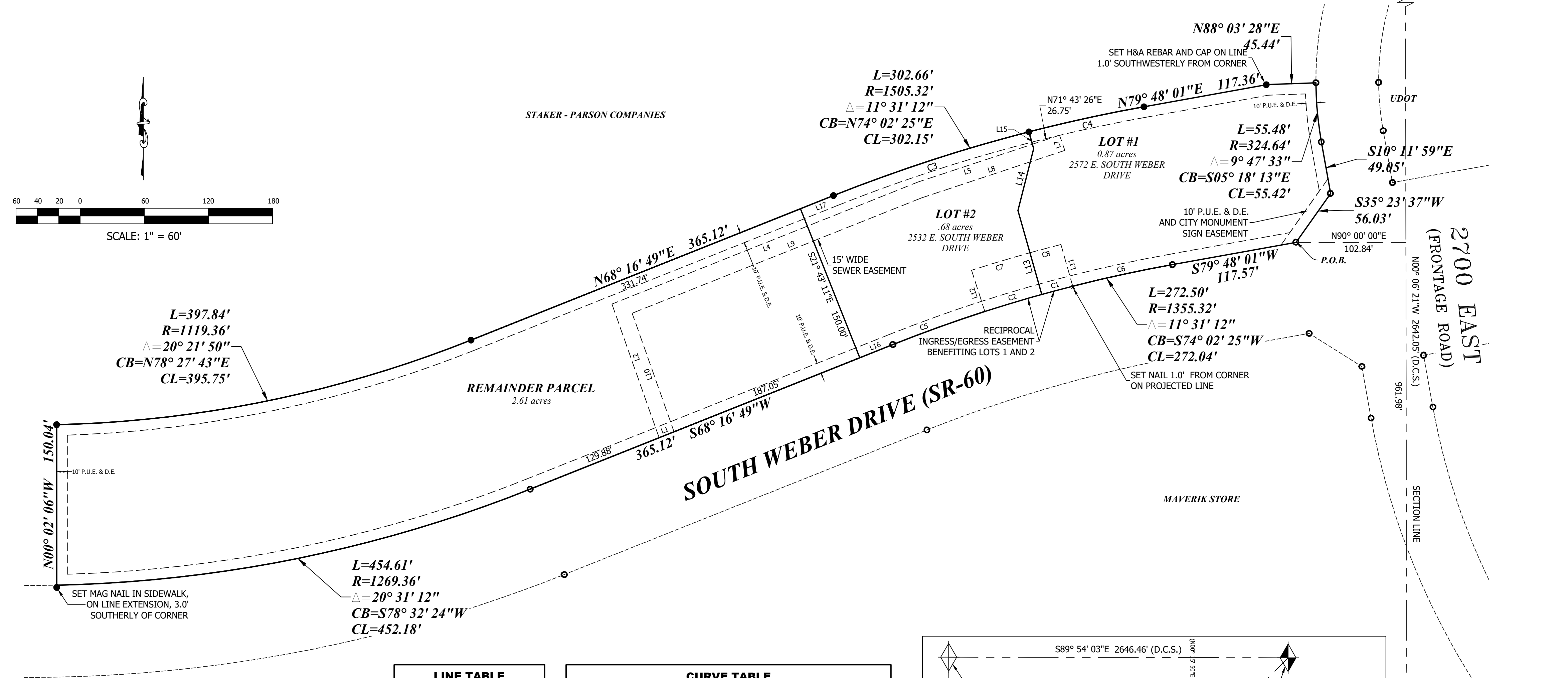
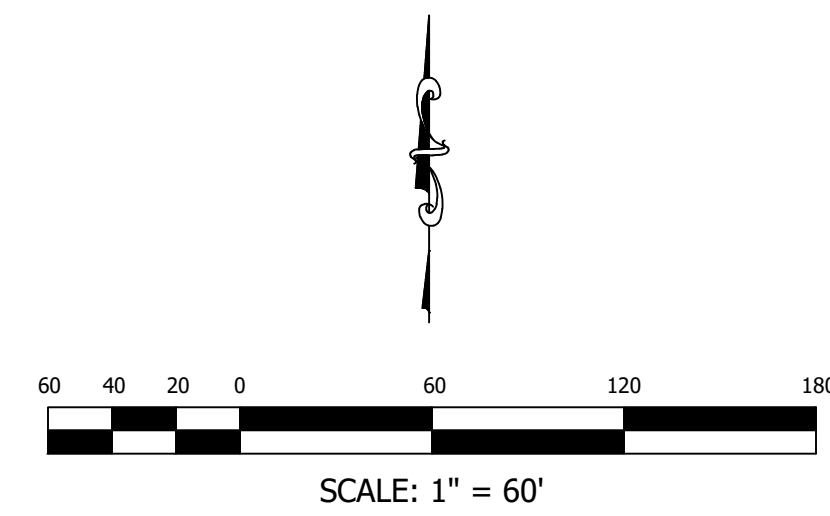






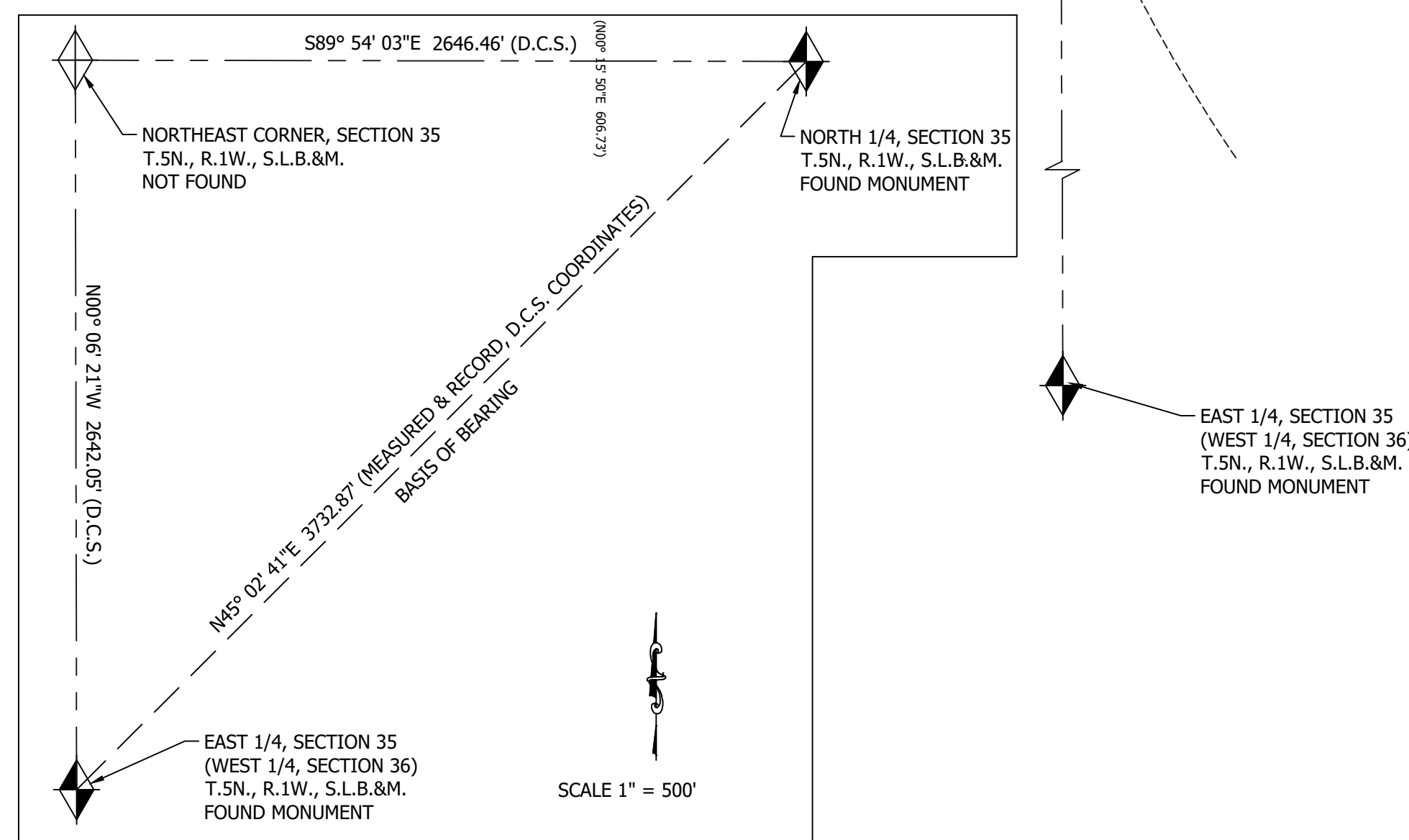
SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION 1st AMENDMENT

AMENDING ALL OF SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, AND THE NORTHWEST QUARTER OF SECTION 36,
 TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH
 FEBRUARY 2020



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 68°16'49" W	15.01'
L2	N 19°27'40" W	132.60'
L4	N 68°16'49" E	308.16'
L5	N 71°43'26" E	139.62'
L7	S 19°15'32" E	15.00'
L8	S 71°41'15" W	140.88'
L9	S 68°16'49" W	291.84'
L10	S 19°27'40" E	117.59'
L11	S 15°52'55" E	40.52'
L12	N 17°51'02" W	40.50'
L13	N 15°52'55" W	81.58'
L14	N 14°19'37" E	59.62'
L15	N 15°52'55" W	16.42'
L16	N 68°12'37" E	33.37'
L17	N 68°13'29" E	33.37'

CURVE TABLE						
CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH	CH BEARING
C1	30.01'	1,355.32'	001°16'06"	S 75°08'06" W	30.00'	
C2	55.62'	1,355.32'	002°21'04"	S 73°19'30" W	55.61'	
C3	192.43'	1,505.32'	007°19'28"	S 71°56'33" W	192.30'	
C4	110.23'	1,505.32'	004°11'44"	S 77°42'09" W	110.20'	
C5	91.53'	1,355.32'	003°52'10"	S 70°12'53" W	91.51'	
C6	95.35'	1,355.32'	004°01'52"	S 77°47'05" W	95.33'	
C7	57.00'	1,406.39'	002°19'20"	S 73°19'26" W	57.00'	
C8	30.01'	1,406.39'	001°13'22"	S 75°05'47" W	30.01'	



- LEGEND**
- PROPERTY LINE —————
 - ADJACENT PROPERTY - - - - -
 - ROAD CENTERLINE ————
 - TIE TO MONUMENT ————
 - SECTION LINE ————
 - PUBLIC UTILITY EASEMENT (P.U.E.) - - - - -
 - RECORD CALLS ()
 - SET 5/8" REBAR WITH H&A CAP, LS# 166385, AT CORNER (UNLESS OTHERWISE NOTED) ●
 - FOUND UDOT R.O.W. MARKER (UNLESS OTHERWISE NOTED) ○

SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 9182497 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERewith AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION 1st AMENDMENT AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

UTAH SURVEYOR NO. 9182497

BOUNDARY DESCRIPTION

BEGINNING AT A RIGHT-OF-WAY MONUMENT WHICH IS ON THE NORTH LINE OF SOUTH WEBER DRIVE, SAID POINT BEING NORTH 00°06'21" WEST 961.98 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" WEST 102.84 FEET FROM THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 79°48'01" WEST 117.57 FEET ALONG SAID NORTH LINE TO A 1355.32-FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY 272.50 FEET ALONG SAID CURVE AND NORTH LINE THROUGH A CENTRAL ANGLE OF 11°31'12" (CHORD BEARS SOUTH 74°02'25" WEST 272.04 FEET); THENCE SOUTH 68°16'49" WEST 365.12 FEET ALONG SAID NORTH LINE TO A RIGHT-OF-WAY MONUMENT AND A 1269.36-FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY 454.61 FEET ALONG SAID CURVE AND NORTH LINE THROUGH A CENTRAL ANGLE OF 20°31'12", CHORD BEARS SOUTH 78°32'24" WEST 452.18 FEET; THENCE NORTH 00°02'06" WEST 150.04 FEET TO A NON-TANGENT 1119.36-FOOT RADIUS CURVE TO THE LEFT AND A POINT PARALLEL TO AND 150.00 FEET DISTANCE FROM SAID NORTH LINE OF SOUTH WEBER DRIVE; THENCE EASTERLY 397.84 FEET ALONG SAID CURVE AND PARALLEL LINE THROUGH A CENTRAL ANGLE OF 20°21'50" (CHORD BEARS NORTH 78°27'43" EAST 395.75 FEET); THENCE NORTH 68°16'49" EAST 365.12 FEET ALONG SAID PARALLEL LINE TO A 1505.32-FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 302.66 FEET ALONG SAID CURVE AND PARALLEL LINE THROUGH A CENTRAL ANGLE OF 11°31'12" (CHORD BEARS NORTH 74°02'25" EAST 302.15 FEET); THENCE NORTH 79°48'01" EAST 117.36 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 88°03'28" EAST 45.44 FEET TO A RIGHT-OF-WAY MONUMENT AND THE WEST LINE OF A FRONTAGE ROAD AND A NON-TANGENT 324.64-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 55.48 FEET ALONG SAID CURVE AND WEST LINE THROUGH A CENTRAL ANGLE OF 09°47'33", CHORD BEARS SOUTH 05°18'13" EAST 55.42 FEET; THENCE SOUTH 10°11'59" EAST 49.05 FEET ALONG SAID WEST LINE; THENCE SOUTH 35°23'37" WEST 56.03 FEET TO THE POINT OF BEGINNING. CONTAINS 4.24 ACRES.

OWNER'S DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE HEREON-DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS, AS SHOWN ON THIS PLAT, AND NAME SAID TRACT OF LAND SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION 1st AMENDMENT AND HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS AND PARCELS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO SOUTH WEBER CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES, AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY SOUTH WEBER CITY.

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 20__.

DAN L. MURRAY, MANAGER
MURRAY FAMILY HOLDINGS, L.L.C.

L.L.C ACKNOWLEDGMENT

ON THE ____ DAY OF _____, 20__, THERE PERSONALLY APPEARED BEFORE ME, DAN L. MURRAY, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE MANAGER OF MURRAY FAMILY HOLDINGS, L.L.C. AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: _____
 RESIDENCE: _____
 MY COMMISSION EXPIRES: _____

181 North 200 West, Suite #4
 Bountiful, Utah 84010
 Phone 801-298-2236
 Fax 801-298-5983

PROJECT 1074004 2/26/2020

CITY COUNCIL'S APPROVAL

PRESENTED TO THE CITY COUNCIL OF SOUTH WEBER CITY, UTAH, ON THIS ____ DAY OF _____, 20__.

CITY RECORDER ATTEST: _____
 MAYOR: _____

CITY ENGINEER'S APPROVAL

APPROVED BY THE SOUTH WEBER CITY ENGINEER ON THIS ____ DAY OF _____, 20__.

 SOUTH WEBER ENGINEER

PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL ON THIS ____ DAY OF _____, 20__ BY THE PLANNING COMMISSION OF SOUTH WEBER CITY.

 CHAIRPERSON

CITY ATTORNEY'S APPROVAL

APPROVED ON THIS ____ DAY OF _____, 20__, BY THE SOUTH WEBER CITY ATTORNEY.

 ATTORNEY

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND RECORDED THIS ____ DAY OF _____, 20__.
 AT _____ IN BOOK _____ OF _____
 COUNTY RECORDER: _____
 BY: _____ DEPUTY

RESOLUTION 2020-07

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING THE FINAL PLAT FOR SOUTH WEBER DRIVE
COMMERCIAL SUBDIVISION 1ST AMENDMENT**

WHEREAS, an application for subdividing 0.6 acres at approximately 2562 E South Weber Drive from 2 building lots into 3 building lots was submitted by Dan Murray; and

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

WHEREAS, The South Weber City Planning Commission held a public hearing for the amended subdivision on the 13th of February 2020; and

WHEREAS, the Planning Commission reviewed all the supporting documents in an open public meeting on the 13th of February 2020 and recommended approval to the City Council at the same hearing; and

WHEREAS, the City Council verified all reviews and recommendations in a public meeting on the 25th of February 2020 and after thorough consideration approved the plat and plans as presented;

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

Section 1. Approval: Final Plat and Improvement plans for South Weber Drive Commercial 1st Amendment Subdivision at 2562 E South Weber Drive are hereby approved.

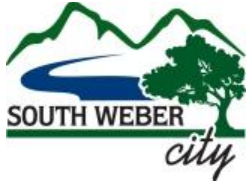
Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 10th day of March 2020.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder



Council Meeting Date: 03-10-2020

Name: Lisa Smith

Agenda Item: 8

Objective: Amend Animal Care of Davis County agreement

Background: South Weber City has an interlocal agreement with Animal Care of Davis County to provide animal services. An agreement for animal services was signed July 12, 2016 and expires December 31, 2020. The fees are reviewed annually, and amendments are forwarded to each participating city. Amendment #4 is coming forward now for approval. The city's annual obligation will change as shown below.

	2019	2020
Service Calls	\$17,111.74	\$18,890.64
Nuisance animals	\$ 1,261.75	\$ 849.75
Capital Projects	\$ 1,007.44	\$ 933.18
Total	\$19,380.93	\$20,673.57

The negotiations for a new contract will be underway this year. A need for substantial capital facilities improvements is expected.

Summary: The city's animal control contract rate will increase by \$1,292.64. The monthly bill will be \$1,722.80, an increase of \$107.72.

Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: n/a

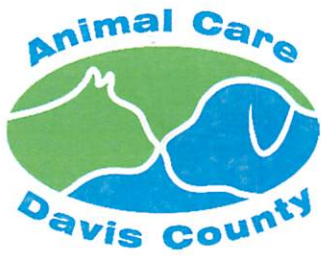
Attachments:

Annual Animal Care highlights, summary, and goals

Amendment #4

Resolution 2020-10: Amendment #4 to Interlocal Cooperation Agreement for Animal Services

Budget Amendment: yes



Animal Care of Davis County

1422 East 600 North – Fruit Heights, Utah 84037

Telephone: (801) 444-2200 – TDD: (801) 451-3228 – Fax: (801) 444-2212

Date: February 5, 2020

To: Dave Larson, City Manager City of South Weber

From: Rhett Nicks, Director Animal Care of Davis County

RE: 2019 Animal Care and Control Contracts

Mr. Larson,

Enclosed you will find your city's statistics for 2019, two (2) contracts for 2020, and a self-addressed envelope. If you would like to have an original signed contract returned to your office please see to it that both contracts are signed by your designated party and returned to the shelter. Contracts will be presented to the Davis County Commission during the last regularly scheduled Commission meeting in May 2020. Contracts received after this date will be presented to the Commission at the convenience of the Director.

This past year saw a 12.98% increase in owner surrenders and a 16.77% increase in strays as well as a 2.09% increase in wildlife interaction (6.3% increase in wildlife calls). In addition the field moved to a 7 day a week operation and expanded its operational hours to 07:00 to 20:00 weekdays and 08:30 to 17:00 weekends. For the 5 busiest months, the shelter averaged approximately 20% of its staff out on medical leave or administrative leave. This generated the need to refocus field staff on priority calls. Because of this, there were significant decreases in our ability to provide extra patrols, license follow ups, and middle home quarantine checks. The department intended to refocus on priority calls and seek other means for compliance with licenses and quarantine checks over a 2 year period. The shortage of staff due to illness/injury has accelerated our plans.

2019 Highlights:

- Investigation of a severe injury to a child by two dogs
 - No charges, but this case made national media and consumed a significant amount of the departments' resources for almost 3 months
- Confiscation and subsequent guilty plea for 18 cattle repeatedly at large in a high traffic area
 - This took approximately 3 months and cost between \$6000 and \$9000
- Investigated 50 abandon swine for malnourishment, repeated at large, and causing a vehicular accident (subsequent compliance and the swine removed from the county)
- Bites over all dropped by 5.84%, however bite follow ups and increased investigation to determine if an animal was dangerous, increased by 12.04%
- Two investigations ending in the abatement of 2 dogs due to wellness/cruelty issues
- Answered 2,312 wildlife calls at 1110 address, 48% of calls from addresses with 3 service calls or more, 3 locations with 50+ service calls for wildlife
- Participated in 23 community events from parades to adoption days



Animal Care of Davis County

1422 East 600 North – Fruit Heights, Utah 84037
Telephone: (801) 444-2200 – TDD: (801) 451-3228 – Fax: (801) 444-2212

Animal Care of Davis County's goals for 2020 are,

- Continued improvements in efficiencies with a focus on length of stay
- Increasing the general health of the animal population
- Continue increasing the participation of the community by expanding volunteer and foster programs
- Hold a Davis County specific adoption event
- Continue collaboration and planning efforts with the shelter stake holders and cities to build the shelters awareness and role in the community.

As you are aware this year is the final amendment on our five year contract that sunsets on December 31st, 2020. I look forward to working with the cities as we renegotiate a new contract addressing the shelter's needs, growth and necessary improvements. As Davis County moves into the next decade we are committed to providing professional animal care with unsurpassed service to those whom we serve. We will continue working with our advisory board and look forward to meeting and working with all of the cities throughout the year.

If you have any questions please do not hesitate to contact me.

A handwritten signature in black ink that reads "Rhett Nicks".

Rhett Nicks
Director, Animal Care of Davis County
rnicks@co.davis.ut.us
801-444-2204



Animal Care of Davis County

1422 East 600 North - Fruit Heights, Utah 84037
 Telephone: (801) 444-2200 - TDD: (801) 451-3228 - Fax: (801) 444-2212

Activity Report for SOUTH WEBER

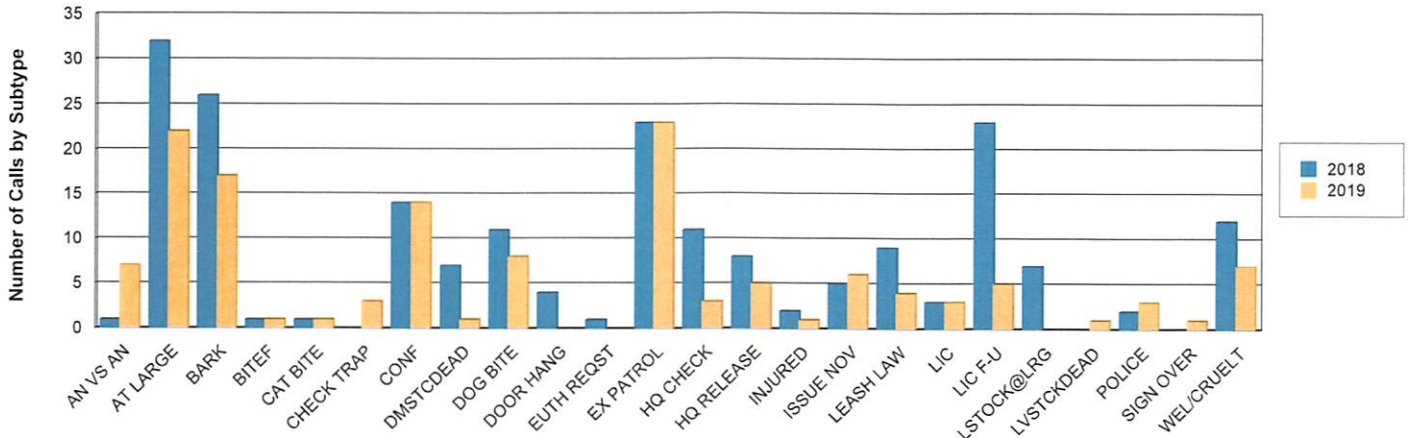
From January 01 to December 31, 2018 compared to 2019

	2018	2019
AN VS AN	1	7
AT LARGE	32	22
BARK	26	17
BITEF	1	1
CAT BITE	1	1
CHECK TRAP	0	3
CONF	14	14
DMSTCDEAD	7	1
DOG BITE	11	8
DOOR HANG	4	0
EUTH REQST	1	0
EX PATROL	23	23
HQ CHECK	11	3
HQ RELEASE	8	5
INJURED	2	1
ISSUE NOV	5	6
LEASH LAW	9	4
LIC	3	3
LIC F-U	23	5
LSTOCK@LRG	7	0
LVSTCKDEAD	0	1
POLICE	2	3
SIGN OVER	0	1
WEL/CRUELTY	12	7
Total	203	136

	2019	Total
CITATION	1	1
Total	1	1

Activity Subtype

Year to Year Comparison





Animal Care of Davis County

1422 East 600 North - Fruit Heights, Utah 84037
Telephone: (801) 444-2200 - TDD: (801) 451-3228 - Fax: (801) 444-2212

WILDLIFE LOG FOR SOUTH WEBER

From 01/01/2019 to 12/31/2019

Total	33
BIRD	1
FOX	1
RACCOON	28
SKUNK	2
SNAKE	1

RESOLUTION 2020-10

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AMENDMENT NO. 4 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

WHEREAS, South Weber City desires to provide animal care and control services to its residents and South Weber City Code 5-02-020 specifies that animal control will be in accordance with Davis County Animal Control Ordinance; and

WHEREAS, South Weber City entered an interlocal cooperation agreement with Animal Care of Davis County July 12, 2016 which is reviewed annually for fee adjustment; and

WHEREAS, Final Amendment #4 is hereby presented with an annual increase of \$1,292.64 for review by Council;

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

Section 1. Approval: The attached Amendment No. 4 to Interlocal Agreement for Animal Services City (Exhibit 1) is entered with Animal Care of Davis County. City Manager David Larson is hereby directed to execute the agreement for and on behalf of South Weber City.

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 March 2020.

Roll call vote is as follows:

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1

AMENDMENT NO. 4 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

AMENDMENT NO. 4 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 4 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 4”) is made and entered into as of January 1, 2020, by and between Davis County, a political subdivision of the state of Utah (the “County”), and South Weber City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 4 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-324 (the “Agreement”); and
- B. The Parties, through this Amendment No. 4, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 4, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City’s 2020 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2020 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,207,222.48
	Operating:	\$314,449.00
	Capital Equipment:	\$139,794.00
	Allocations:	+ \$134,055.24
	Total Expenditures:	\$2,795,520.72
Projected 2020 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000.00
	Shelter Fees:	\$180,500.00
	Surgical Fees:	\$48,000.00
	Wildlife Fees:	\$59,173.50
	Donations:	+ \$12,500.00
	Total Revenues:	\$520,173.50
Projected 2020 Expenditures Less Projected 2020 Revenues:		\$2,795,520.72 - \$520,173.50 \$2,275,347.22
Combined Cities’ 50% Obligation:		\$2,275,347.22 x 50% 1,137,673.61
Average of the City’s Total Billable Calls for 2018 and 2019:		169.50
Average of Combined Cities’ Total Billable Calls for 2018 and 2019:		10,208.00
The City’s 2019 Usage Rate:		169.50 / 10,208.00 1.66%
The City’s 2020 Calendar Year Obligation to the County:		\$18,890.64

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2020 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

Title/Category	Frequency/Amount
The City's Wildlife Calls for 2019:	33
Cost to City for Each Wildlife Call in 2019:	\$25.75
The City's 2020 Calendar Year Obligation to County for Wildlife Calls:	\$849.75

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2020 calendar year obligation to the County for the capital projects fund regarding the Shelter:

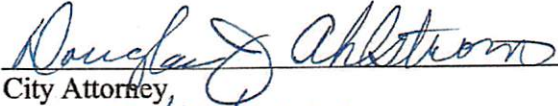
Title/Category	Amount
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2020 Obligation of the Combined Cities:	\$56,200.00
The City's 2019 Usage Rate:	1.66%
The City's 2020 Calendar Year Obligation to the County:	\$933.18

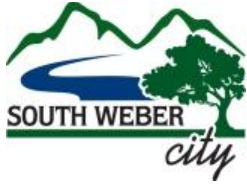
The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 4, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	SOUTH WEBER CITY
By: _____ Chair, Board of Davis County Commissioners	By: _____ Mayor
Date: _____	Date: _____
ATTEST: _____	ATTEST: _____
Davis County Clerk/Auditor Date: _____	City Recorder Date: _____
Reviewed and Approved as to Proper Form and Compliance with Applicable Law: _____	Reviewed and Approved as to Proper Form and Compliance with Applicable Law: _____
Davis County Attorney's Office Date: _____	 City Attorney, Date: <u>2/13/2020</u>
	City Manager Date: _____



Council Meeting Date: March 10, 2020

Name: David Larson

Agenda Item: 9

Objective: Discuss Creation of Plans Review Services Provider Pool

Background: The City has need to hire a third-party development plans reviewer. Staff has completed a Request for Qualifications, received and evaluated the responses and would like to suggest creating a Provider Pool instead of selecting one company to work with exclusively. A provider pool would allow the City to have a standing contract with multiple companies that provide the same service and select which provider to use based on the needs of the city at the time the service is desired, in the case of plans review that could include things like cost and turn-around time.

Having a pool also means the City could add or remove companies from the pool in the future. Any addition would need to come before the Council for a services agreement. If the Council agrees with the concept of a provider pool, contracts for each company would come forward as an action item for approval.

Two companies responded to the Plans Review RFQ - Shums Coda and West Coast Code Consultants (WC3). Upon evaluation, both are quality companies and could provide the services needed at the desired level. The City could select one company to work with; however, entering into an agreement with both companies would provide flexibility based on the specific project plans and the workload of the company at the time of submission. All costs associated with the third-party plans review are paid for by the developer as a pass through.

Summary: Discuss Creation of Plans Review Services Provider Pool

Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: n/a

Attachments: n/a

Budget Amendment: n/a