

SOUTH WEBER CITY COUNCIL AGENDA

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PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting commencing at 6:00 p.m. on Tuesday, March 9, 2021 in the Council Chambers at 1600 E. South Weber Dr., *Due to physical distancing guidelines there is limited room for the public to attend. Unless commenting please watch on YouTube at the link above. **Attendees are required to properly wear a face mask.** If you are unable or uncomfortable attending in person, you may comment live via Zoom if you register prior to 5 pm the day of the meeting at <https://forms.gle/PMJFhYFJsD3KCj899>. You may also email publiccomment@southwebercity.com for inclusion with the minutes.

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

1. Pledge of Allegiance: Councilman Winsor
2. Prayer: Councilman Soderquist
3. *Public Comment: Please respectfully follow these guidelines.
 - a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
 - b. State your name & address and direct comments to the entire Council (Council will not respond).

PRESENTATION

4. Development Concept Presentation for Poll Property

ACTION ITEMS

5. Approval of Consent Agenda
 - a. February 9, 2021 Minutes
 - b. February 16, 2021 Minutes
6. Resolution 21-13: Interlocal Agreement for Paramedic Services
7. Resolution 21-14: Automatic Aid Fire Agreement
8. Resolution 21-15: Youth City Council Logo
9. Resolution 21-16: First Amendment to the Development Agreement for Riverside RV Park in South Weber City

DISCUSSION ITEMS

10. Digital Sign Upgrade

REPORTS

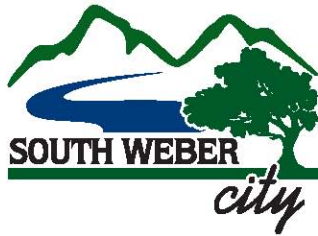
11. New Business
12. Council & Staff
13. Adjourn

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 <http://southwebercity.com/> 4. UTAH PUBLIC NOTICE WEBSITE <https://www.utah.gov/pmn/index.html> 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

DATE: 03-02-21

CITY RECORDER: Lisa Smith



Agenda Item Introduction

Council Meeting Date: 03-09-2021

Name: David Larson

Agenda Item: Development Concept for Poll Property

Background: During the City Council meeting on February 23, 2021, the Poll property was discussed as it relates to the General Plan and potential development. Collier's International, the potential developer for the property, has updated their concept and is prepared to discuss the proposal with the City Council to seek direction on the development plan and development agreement identified by the General Plan as needed for this property.

Summary: Consider Collier's updated concept plan to provide direction on development agreement

Budget Amendment: na

Procurement Officer Review: Budgeted amount \$ Bid amount \$

Committee Recommendation: na

Planning Commission Recommendation: na

Staff Recommendation: na

Attachments: Concept Sketch

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 9 February 2021 **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

FINANCE DIRECTOR: Mark McRae

CITY ATTORNEY: Jayme Blakesley

CITY ENGINEER: Brandon Jones

CITY PLANNER: Shari Phippen

CITY RECORDER: Lisa Smith

CITY MANAGER: David Larson

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Paul Sturm, Corinne Johnson, and Taylor Walton.

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

Mayor Sjoblom announced two Planning Commission members Tim Grubb and Rob Osborne have resigned. As a result, item #4 will be removed from tonight's agenda.

1.Pledge of Allegiance: Mayor Sjoblom

2.Prayer: Councilwoman Halverson

3. Public Comment: Please respectfully follow these guidelines

- Individuals may speak once for 3 minutes or less: Do not remark from the audience.
- State your name & address and direct comments to the entire council (council will not respond).

Paul Sturm, 2527 Deer Run Drive, thanked the City Council and staff for the opportunity to attend the South Weber City Council and staff retreat held on Saturday, January 21st at the Legacy Events Center. He found the presentations to be informative and appreciated the questions which were asked amongst the participants and the answers/solutions provided. He asked several questions about the city streetlights. (See CI #5 Sturm)

Corinne Johnson, 8020 S. 2500 E., announced the South Weber Facebook group set up an unofficial pole concerning the South Weber City Planning Commission. She reviewed the results. Corinne voiced she is in favor of shortening the five-year term and increasing the number of members from five to seven to allow for more voices. She acknowledged in the past there have been times when only three Planning Commission members were present; therefore, only three voted on a specific agenda item (i.e., Lofts at Deer Run). (See CI #6 Johnson)

The following individuals submitted written public comments:

Wes Johnson (CC 2021-02-09 CI #1 Johnson)

Terry George, 7825 S. 2000 E. (CC 2021-02-09 CI #2 George)

Amy Mitchell, 1923 Deer Run Dr. (CC 2021-02-09 CI #3 Mitchell)

Joe Dills, 7749 S. 2100 E., (CC 2021-02-09 CI #4 Dills)

Paul Sturm, 2527 Deer Run Drive (CC 2021-02-09 CI #5 Sturm)

Corinne Johnson, 8020 S. 2500 E. (CC 2021-02-09 CI #6 Johnson)

ACTION ITEMS:

4. Planning Commission Member Removal *(removed from agenda)*

5. Resolution 21-05: Award Streetlight Blue Stakes Contract

Mayor Sjoblom reported South Weber City currently has 61 city owned streetlights. Even though the power for these streetlights comes from Rocky Mountain Power (RMP), RMP will not mark (Blue Stake) any service line to a streetlight that they do not own. Blue Staking is where a utility company will spray paint or mark with small flags on the ground to show where their service line is located underground. This is done as a notification to anyone digging in the area to prevent damage to their line. Since the city is now maintaining their own streetlight system, they need to provide the Blue Staking for these service lines.

Mayor Sjoblom relayed South Weber City publicly solicited for proposals for Blue Staking Services. The deadline for submission was January 15, 2021. The City received three (3) proposals from the following companies:

1. APEX Locating
2. C & C Locating
3. Stake Center Locating

An evaluation committee consisting of the following people was formed: • David Larson, City Manager • Mark Larsen, Public Works Director • Bryan Wageman, Public Works • Mark Johnson, Public Works • Brandon Jones, City Engineer.

The proposals were reviewed and scored by each committee member. The scores were then compiled, and the committee met on January 21, 2021 to review the compiled proposal scores and discuss a recommendation. A summary of the scoring is below, in order of ranking. Scoring was out of 100 total possible points.

Company	Score	Rank
Stake Center Locating	94.0	1
APEX Locating	49.4	2
C & C Locating	49.0	3

Mayor Sjoblom related after scoring and discussion were complete, the committee unanimously decided to recommend award of the contract to: Stake Center Locating.

Councilman Winsor commented South Weber City has water lines, sewer lines, and storm drain lines. He asked the city staff how those lines are marked and why the streetlights cannot be done in the same manner. City Engineer Brandon Jones explained the equipment for detecting those lines is different and the city does not have the correct equipment. City Manager David Larson added it is a skill or technique for electrical lines that the current city staff does not have. Thus, the need to contract it out. Councilman Winsor asked if a cost analysis had been completed for the option of South Weber City doing this service itself. The city did not do an analysis, but David expressed the contract before the Council provides a great value. Brandon indicated per ticket cost is only \$15. He stated it is likely cheaper for Stake Center Locating to provide the service rather than the city.

Councilman Soderquist suggested looking at the cost for the city to take over doing this type of maintenance in the future. Councilman Winsor was uncomfortable with the contract having a perpetual renewal. Councilman Halverson suggested amending the contract to include a review by the Council or Municipal Utilities Committee after the initial three-year term.

Councilman Winsor moved to approve Resolution 21-05: Award Streetlight Blue Stakes Contract to Stake Center Locating with the amendment that the Municipal Utilities Committee reviews the contract in three years. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

6. Resolution 21-06: Mutual Aid Agreement with Weber Fire District

Mayor Sjoblom explained fire knows no boundaries and therefore the fire districts must be flexible in aiding the surrounding communities. A mutual aid agreement outlines the conditions and responsibilities when additional help is needed. South Weber has agreements with many agencies. An agreement with Weber Fire was entered in 2012 and last year an agreement with multiple entities including Weber Fire District was approved. As Uintah City recently contracted with Weber Fire District to provide their fire protection, it becomes more likely that South Weber and Weber Fire could be requested to assist each other so this is an update of the agreement to cover that probability.

Councilman Halverson moved to approve Resolution 21-06: Mutual Aid Agreement with Weber Fire District. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

7. Resolution 21-07: Amendments #5 & #6 to Animal Care Services Contract

Mayor Sjoblom recalled the city entered a contract for animal services with Davis County in 2016 which included annual amendments to adjust compensation. The contract was to expire after five years (Dec 31, 2020). The county has asked for an additional year to prepare a new contract as they research their options for a new facility. The county issued amendment #5 to extend the expiration to Jan 31, 2021 while they prepared a new amendment. Amendment #6 includes the rates for the upcoming year. The county discontinued wildlife services as of July 2020 so the city costs dropped from \$849.75 in 2020 to \$51.50 in 2021. Additionally, the usage rate dropped from 1.66% to 1.6407% decreasing South Weber's portion of the overall Davis County Animal Care and Control Budget; however, the budget amount went up. 2021 total will be \$20,899.59 and is paid in monthly installments. In 2020 the cost was \$20,673.57 so the overall increase is \$226.02.

Councilwoman Alberts asked why wildlife services were discontinued and inquired who individuals should contact for help. David replied Davis County Animal Control can refer citizens to a company who provides those services. Councilman Soderquist proffered the city is getting a good deal.

Councilwoman Petty moved to approve Resolution 21-07: Amendments #5 & #6 to Animal Care Services Contract. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

8. Resolution 21-08: Agreement for Municipal Election Services

Mayor Sjoblom announced every two years municipal elections are held. Davis County provides the expertise and services necessary to hold our election. Several fees have increased including programming costs, canvass preparation, web support, election administrative support, and database setup. The increased number of registered voters also increases costs about \$1.50 per voter. The estimated cost per election is \$ 8,651.35 compared to \$7,155.28 in 2019. If both a primary and general election are held, the total estimate is \$17,302.70.

Councilman Soderquist moved to approve Resolution 21-08: Agreement for Municipal Election Services. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

DISCUSSION:**9. City Code Title 10 Chapter 3 Planning Commission Sections 3 Terms of Office and 4 Organization**

Mayor Sjoblom stated considering previous conversations regarding the Planning Commission and at the direction of the City Council, staff has developed options regarding the number of members on the Planning Commission and the terms of service for Council to deliberate and consider. She explained in determining the makeup and tenure of the Planning Commission, Council should address the following questions:

1. Shall the terms of the Planning Commission be three years or five years?
2. Shall the Planning Commission consist of five members or seven members?
3. Shall alternates be included, if the Planning Commission consists of five members?

4. Shall Planning Commissioners be limited to two or three consecutive terms of service?
5. Shall the Chair and Vice-Chair of the Planning Commission be limited to two consecutive years in that position?

Accordingly, staff has prepared the following options for the Council to weigh and consider:

Option 1: five members, five-year terms of service

Option 2: five members, three-year terms of service

Option 3: seven members, five-year terms of service

Option 4: seven members, three-year terms of service

City Manager Davis Larson reviewed additional research was conducted after the packet went out and staff received information from 32 other cities on how they operate their Planning Commission. David summarized:

- Most cities operate with a seven-member Planning Commission
- Some cities felt strongly about alternates and others did not
- Bylaws are of great importance
- Regular and ongoing training is essential
- Commissioners should offer broad representation
- Most commissions were for three-year or five-year terms
- There are pros and cons to having alternates
- Most cities have term limits

David expressed the city staff recommends five Planning Commission members, no alternates, either four- or five-year term of service with a two-term limit, and one year term for chair and vice-chair.

Mayor Sjoblom recommended beginning with length of term. Councilman Winsor added he did some research himself. He enjoined training and establishing policy statements and bylaws being addressed as soon as possible. He suggested the Commission establish them and the chair present them to the City Council. He favored seven members with a three-year term, a two-term limit, four members constituting a quorum, and no alternates. Councilwoman Alberts also conducted research and relayed most similarly sized cities have a seven- member Planning Commission. She proposed amending the definition of a “quorum” from three to four members. She was uneasy about alternates and their investiture. She echoed the need for more training and better communication between the Planning Commission and the City Council. She agreed with seven members.

Mayor Sjoblom petitioned input about the term of the chairperson and vice chair. Councilman Winsor recommended it be part of the bylaws but advocated no more than a one- or two-year term. Councilwoman Petty expressed a seven-member Commission would significantly increase the length of meetings. She also recognized there may not always be enough public interest to fill seven seats. She argued for five members or six members if one is an alternate with only five voting at each meeting possibly in a rotation and three-year terms. She concurred with the need for training. Councilman Halverson conveyed five-members is the proper number for the size of South Weber City with three-year terms, and a limit to two consecutive terms. He disagreed with having alternates. Councilman Soderquist acknowledged training and bylaws as a necessity. He indicated the difficulty of appointing five new Planning Commission members for a seven-member board. He suggested starting with six this year and then seven the following year to

allow for the staggering of terms. According to his investigation, selecting individuals according to specific areas is not recommended. City Planner Shari Phippen opined it is important for the mayor to select individuals across the city and not just one specific area. Councilman Soderquist encouraged five- or seven- members with a three-year term. He urged having training and making sure individuals are following city code. He questioned what happens if Council changes to seven members and it is difficult to fill the positions. He agreed with a minimum quorum vote of four. He was remiss at having alternates. He was concerned with having all inexperienced members on the Commission and suggested having different term lengths for the members so there would be continuity. He identified six of the eleven smaller cities have four-year terms. He voiced if there are seven members, it should be only a three-year term. His preference was five members with no alternates. He conceded that rotating the chair and vice-chair is preferable.

Mayor Sjoblom summarized it appeared the majority were in favor of a three-year term, limiting Commissioners to two terms, and having no alternates. Only Councilwoman Petty recommended six members with five voting at each meeting. David voiced his concerns with a rotating vote and the possibility of developers manipulating the system by requesting to be on the agenda when they think they will have favorable votes. He also questioned if the non-voting member would actively participate. Councilwoman Alberts proposed the City Council liaison vote in place of an absent Commissioner. City Planner Shari Phippen replied it is highly recommended by the Utah Leagues of Cities and Towns (ULCT) that a Council Member not vote and clarified the Planning Commission needs to be detached from the City Council. Because the Planning Commission is a recommending body to the Council, allowing a Council Member to vote puts undue influence by the City Council on the Planning Commission's decisions. It removes the level of objectivity the Planning Commission needs to have. Councilman Halverson remarked, from his experience, the minute you speak as the liaison the Planning Commission takes that as representation from the entire Council.

City Attorney Jayme Blakesley was strongly against a Council Member voting any time. It is important for the Planning Commission to play the recommending role and the City Council to play the legislative role. David related in the past a Planning Commissioner reported at City Council meeting, but it didn't work well which is why a Council Member now attends Planning Commission and reports a summary to the Council. He suggested using the bylaws to define the roles and establish a process for improved communication.

Councilwoman Alberts declared there needs to be four for a quorum and seven members. Mayor Sjoblom disclosed choosing a Commissioner is an arduous task and she couldn't imagine interviewing for two more openings. She had concerns about seven and personally preferred five members, especially this year. She supported a three-year term.

Discussion took place regarding quorum size. Councilman Winsor discussed 2/3 majority to pass any motion. David clarified if there are five members than three is a quorum. Councilwoman Petty asked who breaks a tie if two members vote for and two vote against, but Council replied it is moot because all four votes would need to be in favor to pass. Jayme clarified the definition of quorum and recommended against requiring four votes if it is a five-member Planning Commission. Mayor Sjoblom suggested requiring four members of the Planning Commission to attend a meeting or the meeting is cancelled. David pointed out the current code is 75% attendance, or a member is removed.

Mayor Sjoblom asked if the City Council is amenable to five-members with four in attendance to meet, three-year terms, and two consecutive terms with no alternates. The City Council discussed the option of going to seven members in the future. David stated the Planning Commission can function with four or five members if not all positions are filled.

Councilwoman Petty commented there have been several meetings with no citizens in attendance. She doesn't think seven members is sustainable for South Weber City in perpetuity. Councilwoman Alberts argued that many cities have sustained seven members for decades. Councilman Halverson mentioned many don't have term limits and some Commissioners have served for decades. Councilman Winsor replied there might be a time when you can't fill the Planning Commission with seven members, but you can still move forward with five members.

Mayor Sjoblom asked Taylor Walton how many Planning Commission members generally vote. Commissioner Taylor replied it is usually majority voting yes. He can't even think of a time when it was a three to two split. Councilman Halverson confirmed there is typically only one vote against any item. Councilman Winsor stated the vote tally should be relayed to the Council as part of the report. Jayme agreed.

Mayor Sjoblom polled the Council. Councilman Soderquist suggested five members with three-year terms. Councilman Halverson favored five members, but if it changes to seven members, he recommended spreading out the appointments. He wanted to get the Commission up and running immediately. Councilman Winsor wondered if the Council should change the code now and then again later to change to seven. Council Members Halverson and Soderquist pronounced the code could be changed for seven now even if the seats are not all filled immediately. Councilman Halverson, Councilman Soderquist, and Councilwoman Petty advocated five members. Councilwoman Alberts and Councilman Winsor proposed seven members. Mayor Sjoblom entreated going with five members right now and ease into seven members if that is the outcome. City Planner Shari Phippen recapped that the consensus was five members, three-year term, with two consecutive terms, and possibly revisit the number of commissioners from five to seven in the future.

The City staff will draft bylaws to help the Planning Commission get them established. David gave an update on code amendments. He stated the goal is to bring back these changes in two weeks and have the process of selection from the Mayor completed by then. They are hopeful to have a Planning Commission available by March. Mayor Sjoblom stated there will be orientation for new members and training for the entire Planning Commission. These items will be on the agenda for 23 February 2021.

10. 2021 Legislative Review

1. SB 61 – Senator Sandall

- Prohibits cities from enacting or enforcing an ordinance that prevents conforming and non-conforming signs from upgrading to an electronic changeable sign and sets very narrow criteria for a city to adopt a curfew on an electronic sign.
- ULCT pushing for new language on curfews
- Sandall argues there are greater dimming capabilities now with technology that will allow signs to stay lit all night.
- Sandall also will not budge on size and height of signs.

- ULCT waiting for new language on the bill.
- ULCT **OPPOSES** bill.

2. **SB 144 – Billboard Restrictions Amendments – sponsored by Senator Hinkins**

- Bill that billboard (BB) industry is pushing and is possibly more invasive than SB 61.
- City cannot prevent owner of BB from building/maintaining a BB by incentivizing, compensating, or encouraging a developer to discontinue a BB owner's right to erect and maintain a BB.
- City cannot restrict land purchaser's ability to place a BB on real property.
- City cannot require a BB owner to get a permit for maintenance or replacement of a digital or static face.
- City cannot prevent a BB owner from rebuilding a damaged BB, etc.
- Property rights issue – owner should be able to change use of a BB lease if they wish to negotiate with a city.
- Ties the hands of cities when negotiating with BB companies on land use issues.
- ULCT **OPPOSES** bill.

As stated before, affordable housing is a top priority of legislators this year. Two examples:

3. **HB 98 – Representative Ray**

- Developers can opt out of inspections and plan reviews and engage their own licensed building inspector.
- Prohibits cities from requiring almost all interior and exterior design elements.
- Negotiations by body of building inspectors, attorneys, ULCT staff, and elected officials
 1. Regarding opt out plan review and inspections:
 - a. Only applies to single family, duplex, or townhouse
 - b. Building permit must be issued within 14 days of plan review
 - c. Inspection of building must take place within three days after a request or builder can hire their own
 2. Design standards (legislators argue they are too expensive)
 - a. Expand exemptions for:
 - i. FEMA
 - ii. National Flood Insurance
 - iii. Historic Buildings
 - iv. Wildland Urban Interface
 - v. Development Agreements
 - vi. Planned Unit Developments and other types of overlay zones
 - vii. Pre-1940 neighborhoods
 3. Figure cities don't need to regulate interior design
 4. Regulate exterior design where building application or material is defective

4. **HB 82 – Representative Ward**

- Accessory Dwelling Units (ADU) within existing footprint of a home in any single-family residential zone.
- Negotiating team met with Representative Ward three times in the past week.
- Counter proposals (ULCT):
 1. Cities could impose property tax lien to ensure compliance with ADUs

2. No short-term rentals – ensure full-time residents occupy ADUs
 3. Adjust impact fees for added infrastructure, 911 calls, etc.
- Make sure legislature is aware:
 1. Gap in current impact fee code
 2. ADU amenities would increase the price of homes – not helping affordable housing
 - ULCT voted to change position to neutral
 1. Representative Ward will comply with some of requests – won't budge on impact fee adjustment
 - Strong leadership support in House (this bill is #1 priority) – ULCT plans to fight in Senate.

Councilman Winsor suggested individuals write to the Senators because this bill will hurt cities. He suggested asking Kelly Miles to attend (even remotely) the 23 February 2021 City Council meeting and tell us why HB 82 would be in the city's best interest. Mayor shared ULCT is working to find the best possible outcome – understanding that certain compromises will allow us to maintain a seat at the table.

REPORTS:

11. New Business:

Council Members Petty and Halverson met with the development agreement draft committee for the Poll property next to Highmark Charter School. The developers had questions regarding the crosshatch marks on the General Plan. It needs to come back to the City Council as a discussion item to create a better process in place for those select few properties that have those crosshatch markings. David reported this will come before the City Council to clarify the designation, what it truly means, and whether residential will be allowed.

12. Council & Staff Reports:

Mayor Sjoblom: reported Wasatch Integrated Waste delivered engineered fuel to Devil's Slide at the amount of 200-250 tons per week of non-recyclable paper and plastic. It is anticipated that the final cover of the second tier of phase five landfill (closest area to South Weber City) will be applied by late summer of this year. The box culvert under US-89 has some major gas line and gravel pit concerns. They have postponed construction until 2022 to work out the issues. They are also working on moving the billboard sign that was leveled in the windstorm. Reagan Signs is amenable to the prospect of relocation which would help alleviate issues with trail placement. She thanked city staff and Council for the retreat.

Councilman Halverson: disclosed a Public Safety Committee meeting will be held at 1:30 pm on Thursday.

Councilwoman Alberts: related the Youth City Council (YCC) met and has been divided into committees. Ray Peek will be spotlighted in the March newsletter. The YCC has a logo committee and will be coming to the Council for approval of a logo. The YCC will deliver cards to Petersen Farms. Also, a funding committee is working towards obtaining proceeds for YCC projects.

Councilman Soderquist: reviewed budget items were discussed in depth at the recent retreat.

Councilwoman Petty: stated the Parks and Recreation Committee met to establish a timeline for Canyon Meadows Park. They will be accepting bids until the end of February and will award bids in March.

Councilman Winsor: advised the Code Committee continues to meet and work on applying uses in different zones. He expressed his condolences to the Peek family over the passing of Ray Peek. The City lost a tremendous man. Mayor Sjoblom noted Ray had the kindest eyes and he will be sorely missed in this community.

City Manager, David Larson: Spring Cleanup has been scheduled for 24 April 2021. The website migration of information is complete and is being reviewed for accuracy by staff.

City Planner, Shari Phippen: She met with Kim Guill concerning planning processes i.e., standardizing staff reports, and timelines of when items go to Council.

ADJOURN: Councilwoman Alberts moved to adjourn the Council Meeting at 8:25 p.m. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED: _____ Date 03-09-2021
Mayor: Jo Sjoblom

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith

From: [Wes JOHNSON](#)
To: [Public Comment](#)
Subject: Planning commission
Date: Tuesday, February 9, 2021 11:44:56 AM

Having served on the PC for a few years, suggest the following:

5-members

One term only

Chair position not longer than 2-years

Applicants must have attended a minimum of six meeting before applying

Sent from my iPad

From: [Terry George](#)
To: [Public Comment](#)
Subject: 9 Feb 2021 PC Re-structure Terry George
Date: Tuesday, February 9, 2021 2:51:58 PM

Honorable Mayor and Honorable Council Members,

Greetings,

I'm writing to share my thoughts and recommendations on how to re-Structure the Planning Commission that is being discussed at tonight's meeting. The following recommendations are in order of precedence, and I think all have merit to get us where the citizens would like to see the Planning Commission function as a body that should represent the citizens.

1. A complete overhaul of the purpose, procedures, and processes of the PC. They need to be de-politicized and given clear guidance and objectives as to their purpose (represent the Citizens and the General Plan that RECOMMEND to the City Elected). As well as clearly defined procedures and processes they will use to accomplish their purpose. Time lines in those processes and procedures need to be far enough out that you, our elected can be briefed, study the proposal and make informed educated decisions on the PC recommendations. (No more excuses for being "Hoodwinked" by having things presented last minute.) The PC should have zero authority to make "Deals" with Landowners or developers. They are advisory only.
2. Any Citizen should be allowed to apply for a PC opening. Mayor and Council may "solicit" applicants, but all citizens who have an interest should be allowed to apply for the position. After all applicants have been vetted, a committee of the Mayor, City Manager, and City Planner shall RECOMMEND/NOMINATE their choice(s) to the council for their vote of acceptance. Council shall have ample time (week minimum) to consider the recommendations, review their résumés, and if desired, talk with the nominee(s) PRIOR to their vote of acceptance/Approval. The council vote is a VOTE in support or denial of the Nominee, NOT a vote of support to the Mayor or selection committee. I know some of you disagree with this point. I would remind you our government is based on some very basic principles: You as elected are told what you can do by the people and the constitution. We have a system of Checks and balances. You were elected to represent the people, not the mayor or committee. This is your chance to ensure that the person being presented is truly a good selection to represent the desires of the citizens and to follow the general plan. This simple vote based on a check and balance foundation will help ensure the PC stays neutral and doesn't become a political body with power like we currently have in place.
3. The length of their appointment needs to be shortened to either two or three years with a maximum of one re-appointment if a majority of council vote to re-appoint. I know some of you think that is too short of a time for them to get trained, spun up and perform their duties. However, if Number "1." Above is done correctly, they won't need to be that trained and spun up. They can simply serve and represent the best interest of the citizens and the city. You will definitely get more interest from citizens, myself included, if you make it a more reasonable term.
4. The number of Commissioners needs to be increased from 5, to 7. The minimum to form a quorum should be increased to 4 or 5 members versus 3. It is harder for a strong willed person to "bully" 6 others than it is to simply "bully" 4 and it is harder to persuade 3 others for a majority than it is to persuade 2 others. Increasing the number for quorum also ensures more voices are heard so as to not simply have it be 3 people making critical decisions that may "hoodwink" you as our elected.
5. If a vote of the PC body is a split by only one vote or if a tie then the Mayor and Council shall hear the descending bodies position at the same time they hear the winning bodies proposal. Then Council shall vote accordingly to what THEY feel is best for the city.

That is the general framework and order of precedence I recommend. I thank you all for your continued service. I ask you to continue to do what is in the best interest of our community and our future.

God Bless you all.

Cheers,

TG
Terry George
7825 S. 2000 E.
South Weber Utah

From: [Amy Mitchell](#)
To: [Jo Sjoblom](#); [Wayne Winsor](#); [Hayley Alberts](#); [Angie Petty](#); [Blair Halverson](#); [Quin Soderquist](#); [Public Comment](#)
Subject: Public Comment February 9, 2021
Date: Tuesday, February 9, 2021 3:54:16 PM

Amy Mitchell
1923 Deer Run Dr.

Dear Mayor and City Council-

Thank you for the meeting 2 weeks ago! It is so nice to see our council try to do what is in the best interest of the city, even if not everyone agrees! I appreciate the discussion and all differing points of view. I think it was very unfortunate that Taylor was the one with his neck on the "chopping block" if you will. It's too bad some of that discussion couldn't have happened prior to the public meeting, but at least an honest discussion was had. I wish we had more of those kinds of things brought up for discussion items.

Can I just say how refreshing it is to have a City Planner who wants to be proactive and fulfill her role. I can't wait to see the direction of the city in the coming months! Being able to trust that staff will be working for us and not looking out for developers is amazing!

On the agenda for tonight's meeting is the discussion for changes to the planning commission. As a citizen who has been to many meetings both for the PC and CC, I ask for you to please consider making changes to the terms of our PC! If possible, I would like to see our commission grown to at least 7 members. If not enough apply to keep it full, we at least have 5, but 4 should have to be there to vote on anything! Too many times things have been voted on with only 3 members and I think that is where some of the problems could have been avoided. If all members were present, would some of these things be passed? Maybe we could have up to 7, but no less than 5.

I also hope to see the term limits changed. In the last meeting it was brought up that the reason for 5 yr terms was so that one mayor couldn't "stack" the PC. That is unavoidable, especially if you have a mayor serve 2 terms and certainly not a good reason to see such lengthy terms. I think it inhibits people from wanting to serve because 5 years is a very long time. Could we just settle on 3 year terms with only 2 terms at a time and if you want to come back, wait a 3 yr term, not just a year. I think that is how we have found ourselves with the same people seeming to be on the PC forever. Change is good! Variety is also good!

It was said during the last meeting that someone was chosen for being the best candidate. If the requirements are that you have to be willing to serve and live in the city, how is any one person more qualified than another in that regard? Are not all residents the same? I understand that some professional qualifications might be appealing over someone else, but that is not what is referred to in our city code. So if we are all residents and willing to serve, then we are all equally qualified to do so. We should be depending on our city staff to point out the details, compare development to city code and all the other things they are paid to do and those who have a desire to get involved in the PC, should be able to volunteer without feeling inferior. Maybe that would help in getting more people to apply.

We have more citizen involvement than ever before in our city. We should be taking advantage of it and filling every possible role that can be filled to continue to keep everyone

engaged! I think having citizens help on every committee would be a brilliant use of talent!

I hope to see you consider making some changes to the PC and not just because a few citizens asked for it, but because it is time. It's time to see the poor decisions from the past few years, the "nothing we can do about it now" things or "the we got hoodwinked" things, have new eyes to look them over to keep them from happening again.

Thank you for your service. Thank you for being willing to look for things to improve! Thank you for making some much needed changes!

Sincerely,
Amy Mitchell

From: mrjoeldills@aol.com
To: [Public Comment](#)
Cc: [David J. Larson](#); [Shari Phippen](#)
Subject: Public Comment - City Council Meeting Feb 9, 2021
Date: Tuesday, February 9, 2021 4:18:46 PM

Joel Dills

7749 s 2100 e

South Weber, UT 84405

To be put into public comment.

First and foremost, I want to again thank the members of the Planning Commission and the city staff, who work so hard to make our little town better. Rob Osborne, Taylor Walton, Tim Grubb, Wes Johnson and Gary Boatright – I sincerely appreciate your dedication to South Weber.

Since writing my public comments last meeting, I have had mixed feelings. I've been excited to see the many well thought out comments from fellow citizens and thrilled to hear so many new voices being added to the conversation. I've also been deeply disappointed and concerned with how quickly things became political, which for some, meant the end of any further discussion or compromise. Whatever happened to fiduciary duties? Whatever happened to putting people first? When did it become wrong to ask questions? Decisions by representatives cannot and should not be based on political loyalties or personal relationships. They should be a combination of your unbiased logic with an eye towards meeting the desires of those who put you in office. Only by being honest and recognizing any personal bias can correct decisions be made.

Our little town has seen considerable growth in the last decade. As we grow, we MUST take a look at how we have been doing city business in the past and ask the hard question, is this the way we should be doing it going forward. To ask this question is not an attack on any one person, office or tradition. Instead, it's an attack on complacency. "The way we've always done it" may have worked fine in the past, but that doesn't mean it still does. Asking the question, researching other methods and suggesting changes may make some people uncomfortable, but it should never be ignored or shut down.

Please honestly answer these questions for yourself:

Should the local resident, volunteering part time on the Planning Commission, be one of the city's experts on the General Plan - Yes. It's a 33-page document, that is not difficult to read, understand or use as a reference.

Utilizing the General Plan, should they be one of the gate keepers for any requested zone changes – Yes. Should they be part of the process ensuring the citizens input on future developments is represented and then make recommendations to the City Council – Absolutely.

Should they be the linchpin between developers, our city's code enforcement, city staff and the most current building regulations? No – (not without considerably narrowing potential volunteers to just contractors, builders and developers) or should that level of responsibility rest with the City Manager, City Engineer, City Planner and City lawyer – all of which who are paid very well for their expertise and who can be held accountable for sloppy work?

How long should these local residents serve – 3, 4 or 5 years? Does a the long 5-year commitment reduce the number of people willing to volunteer? Is 3 years really too short for them to know what they are doing? Well, with only 2 years, you can get an associate's degree with certificates becoming an LPN, Paramedic, Civil Engineer, Rad tech etc., and if the city staff is doing their jobs as expected, I can't see how having 1 or 2 new members could be such a risk, especially if they start providing them with trainings from the American Planning Association. – A suggestion I again make.

Does the 5-year term really prevent a mayor from stacking the PC? Well, considering city code states "The mayor may remove any member of the planning commission without cause as determined solely by the discretion of the mayor and as approved by a majority of the city council." – doesn't

sound like it can prevent it. If that is still a concern, you can also follow the other cities who also allow the CC to vote on removal, without the Mayor having to initiate it. What exactly do you think would encourage a Mayor to pack the PC? The PC follows the General Plan, created by the residents, approved for recommendation by the PC and approved by the City Council. Only if a Mayor was trying to go against zoning regulations approved by ALL of these groups would they try to Pack the PC, but that would still take CC approval so why not just change the code instead?

Should we have 5 members on the planning Commission or 7? Will we have enough people interested in serving? Ask yourself, would you be more willing to serve if you had to commit to 3 years or 5 years? I have complete faith in the City's ability to promote a seat on the PC, encouraging more applicants and more participation – if that's your goal.

Which number (5 or 7) would be better at being a policy advisor to the City Council – 5 residents with diverse backgrounds representing all perspectives, incomes and geographic locations or 7 residents? Which would allow a fewer members to have more influence over what parts of the city get preferential treatment?

Will the larger workloads like the General Plan and code reviews become easier with many hands? Will our PC become more proactive than reactive by being able to spread assignments across more members? Will it take forever to get through meetings with 7 opinions vs 5 – Okay, you got me on this one but I do think this could be easily mitigated by having an organized Chair who keeps the meeting on task and focuses only on items that the PC actually has oversight for.

Once you have answered all of these questions, then and only then should you look at consecutive terms.

These are all very important questions we should be asking in light of the many issues we have faced just in the last year alone. Are you, our elected officials asking yourself these same questions, or was your mind made up as soon as the questions came from this facebook group?

Maybe I'm alone in my thoughts, it wouldn't be the first time , maybe I'm just tired of seeing this kind of division in our city and country, or maybe I just need to accept the fact, that there are a few in the city government, who argue, condemn and oppose ANY suggestions from the residents – regardless of the topic. Its vendetta politics at its worse – and I'm getting tired of it.

Thank you

Joel Dills



This email has been checked for viruses by Avast antivirus software.

www.avast.com

**Comments to and Questions for South Weber City - City Council
for 09Feb21 Meeting
by Paul A. Sturm**

General Comments- Public Comment

I would like to thank the City Council and Staff for the opportunity to attend the South Weber City - City Council and Staff Retreat on Saturday 30Jan21 at the Legacy Events Center . The presentations were very informative; as well as were the questions asked, the interaction amongst participants, and the answers/solutions provided.

Agenda Item 4 - Blue Stakes - Reference: Exhibit A - Request for Proposals & Addenda - Starting on Page 14 of 62 in City Council Meeting of 09Feb21 Packet.

Background & Purpose of the Project

This paragraph has raised several general questions about current and future actions by SWC regarding SWC streetlights. These are:

- 1) Does SWC get charged by Rocky Mountain Power (RMP) for Blue Stake services for RMP-Owned streetlights when one of their streetlights has a Blue Stake call, or is this cost incorporated into the monthly RMP charge for the streetlight?
- 2) RMP has location/identification placards on its poles. Does SWC have a similar system to identify a particular streetlight and its exact location that is being serviced by Blue Stakes (Stake Center)?
- 3) Is it possible to have the SWC streetlight map (Packet Page 23 of 62) updated to identify the location of the RMP-owned streetlights? This would greatly assist the City, while in the process of identifying all current eligible RMP-owned and maintained streetlights, during the process of them being "taken over" (purchased?) by the City.
- 4) Does the City have an implementation schedule and an estimated cost for "taking over" all current eligible RMP-owned and maintained streetlights? Has this been budgeted yet? The word "eligible" would also seem to indicate that some of the RMP-owned streetlights (? of 230) cannot be taken over/purchased by SWC. Is that the case?
- 5) Since the City receives approximately 800 tickets annually for all City-owned infrastructure, will the conversion to City owned streetlights impact this number?

CC 2021-02-09 CI #6 Johnson

Results of unofficial poll from SWCU on changes to the planning commission

Shorter Term (currently 5 years)- 67

7-member planning commission with no alternates- 24

We need changes unsure what those changes should be- 6

Leave as is for now and correct the problem from the top- 4

Interested in serving on the planning committee- 3

7-member planning committee with 2 being alternates- 2

The planning committee is doing great job no changes necessary- 0

SOUTH WEBER CITY CITY COUNCIL SPECIAL MEETING

DATE OF MEETING: 16 February 2021

TIME COMMENCED: 6:01 p.m.

LOCATION: Electric Meeting through Zoom

PRESENT: MAYOR:

Jo Sjoblom

COUNCIL MEMBERS:

Hayley Alberts
Blair Halverson
Angie Petty
Quin Soderquist
Wayne Winsor

CITY RECORDER:

Lisa Smith

CITY MANAGER:

David Larson

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: none

Mayor Sjoblom called the meeting to order and welcomed those in attend. She then read the Electronic Meeting Declaration and Order.

ORDER ON PUBLIC MEETINGS OF THE SOUTH WEBER CITY COUNCIL

I, Jo Sjoblom as the Mayor of South Weber City, do hereby find and declare as follows:

1. Due to the Emergency conditions which currently exist in the State of Utah, and specifically in Davis County and South Weber City as a result of the COVID-19 Pandemic and the recent surge in COVID-19 infections across the state and in Davis County, the holding of public meetings with an anchor location as defined in the Utah Open and Public Meetings Act, presents a substantial risk to the health and safety of those who may be present at the anchor location; and
2. The risk to those who may be present at an anchor location can be substantially mitigated by holding public meetings of the City Council pursuant to electronic means that allow for public participation via virtual means; and
3. The City has the means and ability to allow virtual participation in the public meetings in accordance with the Utah Open and Public Meetings Act;

NOW THEREFORE, BASED UPON THE FOREGOING,

For thirty days from the date of this Order, meetings of the South Weber City Council shall be conducted by electronic means without an anchor location.

DATED this 12th day of February 2021.

Opposition Letter to House Bill 98 Local Government Building Regulation Amendments:

A special City Council meeting was called to discuss an opposition letter by South Weber City regarding House Bill (HB 98) – Local Government Building Regulation Amendments. HB 98 would allow a developer to “opt out” of city building inspections and to hire his or her own inspectors to sign off on the dwelling. It also prohibits cities from putting any conditions on interior or exterior design of a home or landscaping. This bill is sponsored by Representative Paul Ray.

The draft letter is as follows:

Governor Spencer J. Cox
350 N State Street, Suite 200 P.O.
Box 142220
Salt Lake City, UT 84114-2220

Dear Governor Cox,

RE: HB 98 – Local Government Building Regulations

As a united City Council, we reach out to express our concerns and objections with House Bill 98 – Local Government Building Regulations. As you know, this bill would allow developers to bypass municipality building inspections and prohibit municipal building design elements.

The bill is purportedly justified due to reports of undue delays in municipalities performing inspections. We hold that this is a misrepresentation of how the majority of Utah cities respond to the high building demand in Utah in an appropriate and responsible timeframe.

More importantly, municipalities perform this duty as a public safeguard for our residents and businesses. Building inspections confirm the safety of buildings as they are constructed under real world situations that are not anticipated in the original architectural and engineering drawings. These inspections are essential in maintaining public and personal safety for individuals, families, and businesses throughout the State and should not be lightly discarded. Our concern is one of appropriate oversight, separation of process, and one size fits all. Allowing a builder to hire and contract their own inspector is a major conflict of interest and does not provide the necessary oversight that municipal inspections provide. A builder will control the entire process if allowed to contract for construction and inspection of the same project. That is extremely problematic.

We acknowledge that discussions are ongoing regarding the final language to be included in the bill. However, we feel the foundational principles of this bill are off base and harmful to the safety of residents of the State.

We strongly encourage you to act against HB 98 as it encroaches upon a municipality’s ability to provide essential public safety measures to residents and businesses in favor of a conceived efficiency for developers. Please support our municipalities as we strive to protect our residents.

Sincerely,

City Manager David Larson reported HB 98 was addressed today during the meeting with the Utah League of Cities and Towns (ULCT) and the Legislative Policy Committee (LPC). Currently, negotiations are taking place and it is anticipated there will be amendments to the bill

which will require a substitute bill. He referenced the draft letter to Governor Spencer Cox concerning South Weber City Council's opposition to HB 98. A copy of this letter was emailed to Mayor Sjoblom and the City Council for their review this afternoon. Mayor Sjoblom asked if there were comments or questions concerning the letter.

Councilman Halverson suggested addressing it additionally to the House of Representatives and Senate separately. Mayor Sjoblom replied HB 98 hasn't come out of committee yet. Councilwoman Alberts questioned if a copy of the letter should be sent to the House Political Subdivisions Committee as well. There is concern that by sending the letter now, it may hinder negotiations. Councilwoman Alberts asked for clarification. Mayor Sjoblom replied there is a committee representing the cities that is working to negotiate and Cameron Diehl, President of the LPC, cautioned against sending these letters before this bill goes to the floor. Councilman Winsor explained it has been reported that Representative Ray is working on a substitute bill. He discussed there being some shifting in the language to the bill which won't be available until after the second substitute comes out. He clarified this draft letter may be a moot point. After the second substitute is distributed (possibly in the next three or four days), it will allow for the city to be more poignant and address specific items. He suggested being careful as to what we bring out in our statement. Mayor Sjoblom expressed Representative Ray is looking at negotiating, so there will probably be amendments to HB 98. City Manager David Larson explained as city staff put together this letter over the weekend, Representative Ray wasn't willing to negotiate; but there has been a shift and it is moving in a positive direction. David expressed a letter like this is an example of steps cities need to take to make their voice heard but questioned whether to send it now or wait and see what happens with negotiations. Councilwoman Alberts pronounced there isn't anything in this bill she likes, and she doesn't see how the bill could be amended to be good for South Weber City. Councilwoman Petty asked if the city staff would have time to redraft the letter after the substitute is presented and before HB 98 goes back to committee. Councilman Winsor explained the LPC estimated two to three days for completion. There was a concern with timing. Councilwoman Petty suggested emailing the letter to get there instantly. She disbelieved any changes to the bill would change what Representative Ray is trying to accomplish. Mayor Sjoblom asked if a motion can be passed now to allow for changes without another public meeting. David stated a motion would need to include language of authorization to send a second letter addressing any changes. David declared the ULCT is still trying to maintain a working relationship and recommended waiting to send a letter.

Councilwoman Petty argued as a City Council we tell our citizens to voice their opinions so why wouldn't the City voice its concerns? Councilman Winsor agreed in the process but again addressed the timing. Councilman Halverson identified comments from individuals can have different impact from those of a city. He conveyed the timing is critical and suggested waiting. Mayor Sjoblom advised the content of the letter should probably change and cautioned against sending a letter with outdated information which could quickly be dismissed as outdated. Councilman Winsor suggested sending this letter to the appropriate house committee and then a follow up letter to the governor, house, and senate if it passes committee. Councilwoman Alberts agreed.

Councilwoman Alberts moved to send the drafted opposition letter regarding House Bill 98 Local Government Building Regulation Amendments to the House Political Subdivisions Committee immediately with the authorization for staff to amend the letter to address any future substitutions. The letter or a revised letter should be sent to Governor Cox, the

Senate, and the House of Representatives as appropriate. Councilman Halverson seconded the motion.

Councilman Winsor clarified the intent of the motion and the timing. Councilman Halverson interpreted what was meant. Councilman Soderquist clarified to whom the letter should be sent. Councilwoman Alberts agreed with the mentioned specifications and Councilman Halverson agreed his second stood. David reviewed his understanding of the direction given.

Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

The Council agreed to sign the letter electronically.

Councilwoman Alberts brought up a press release being presented for cities opposing this bill and asked if the Council would need to bring it to an open meeting. David replied it can be signed individually, but the exact language would have to be reviewed and approved by the Council to sign as a body. He suggested Councilwoman Alberts forward the press release to each Council Member and they can choose whether to sign it.

ADJOURN: Councilwoman Petty moved to adjourn the Council Meeting at 6:39 p.m. Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED:

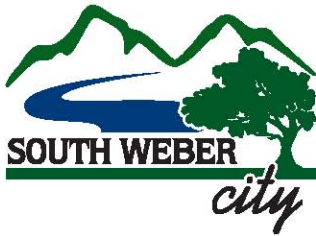
Date 03-09-2021

Mayor: Jo Sjoblom

Transcriber: Michelle Clark

Attest:

City Recorder: Lisa Smith



Agenda Item Introduction

Council Meeting Date: 03-09-2021

Name: David Larson

Agenda Item: Interlocal Agreement for Paramedic Service Transfer

Background: Davis County has been working closely with all cities and fire districts within the county to facilitate a transition of paramedic service providers from the Davis County Sheriff's Office to the various cities and districts.

Staff presented an overview of this transfer in concept during the January 31, 2021 Budget Retreat. Tonight's agenda item is to consider the proposed interlocal agreement that would commit the City to the transfer.

In summary, the agreement outlines the following:

- Davis County will cease providing paramedic service no later than December 31, 2022
- Each City or District will provide a commitment in writing by June 1, 2021 to provide paramedic services no later than December 31, 2022
- Davis County will cease collecting property tax revenue to pay for paramedic service no later than June 30, 2021
- Each City or District will provide funding to pay for paramedic services no later than August 30, 2021
- Davis County will continue to provide paramedic service until other entities are prepared to provide that service (i.e., licensing, staffing, equipping, etc.)
- Each City or District will pay the County for paramedic service at the rate of the current tax rate value in the City or District until each entity is prepared to provide that service
- A paramedic team is defined as a minimum of 2 licensed individuals
- Standard response time is acknowledged as an eight-minute response on at least 90% of calls

Summary: Consider the proposed interlocal agreement for paramedic service transfer in the county

Budget Amendment: na

Procurement Officer Review: Budgeted amount \$ Bid amount \$

Committee Recommendation: na

Planning Commission Recommendation: na

Staff Recommendation: approve agreement

Attachments: Resolution 21-13
Proposed interlocal agreement

RESOLUTION 21-13
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING
AN INTERLOCAL AGREEMENT FOR PARAMEDIC SERVICES

WHEREAS, Davis County Sheriff’s Office is transferring paramedic services to individual entities within the county; and

WHEREAS, the conversion will take integrated effort by all parties; and

WHEREAS, this agreement clarifies the changeover process outlining specific dates for transition and responsibilities of each entity;

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

Section 1. Approval: The Interlocal Agreement for Paramedic Services is hereby approved as attached as Exhibit 1.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day of March 2021.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1

**INTERLOCAL AGREEMENT FOR
PARAMEDIC SERVICES**

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2021, by and between a municipal corporation of the State of Utah, **DAVIS COUNTY**, a political subdivision of the State of Utah, (the “County”), **FARMINGTON CITY**, a municipal corporation of the State of Utah, **FRUIT HEIGHTS CITY**, a municipal corporation of the State of Utah, **KAYSVILLE CITY**, a municipal corporation of the State of Utah, **CLINTON CITY** a municipal corporation of the State of Utah, **LAYTON CITY**, a municipal corporation of the State of Utah, the **NORTH DAVIS FIRE DISTRICT**, a Utah governmental entity, the **SOUTH DAVIS METRO FIRE SERVICE AREA**, a Utah governmental entity, **SOUTH WEBER CITY**, a municipal corporation of the State of Utah, and **SYRACUSE CITY**, a municipal corporation of the State of Utah.

RECITALS

- A. The parties to this Agreement are governmental agencies each with a responsibility to provide public safety services within their jurisdictional boundaries, which services may include paramedic services.
- B. The Cities which are parties to the Agreement intend to become licensees to operate and provide paramedic services within their respective jurisdictional boundaries.
- C. Previously the County, the South Davis Metro Fire Agency and Layton City entered into an agreement to provide, within their respective boundaries and in a coordinated and effective manner, paramedic services in concert with Davis County.
- D. The cities located within the North Davis Fire District have committed and intend that paramedic services be provided through the North Davis Fire District.
- E. Davis County, has determined it will cease the provision of paramedic services and the parties, in the interest of supporting a more comprehensive, coordinated and efficient method for the provision of paramedic services, desire to coordinate the assumption of these services by the non-County parties.

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

- 1. Incorporation of Recitals. The foregoing recitals are incorporated in this Agreement as substantive terms, as though fully set forth at this point.
- 2. Definitions. For the purposes of this Agreement:
 - a. “Paramedic unit” means the vehicle, equipment, personnel, materials, and supportive and administrative services comprising and necessary for a paramedic team to provide adequate and appropriate paramedic services in accordance with the standards

established by the State. A paramedic team shall consist of a minimum of two (2) licensed individuals.

b. “Standard Response Time” means an eight-minute response time on at least 90% of calls for service, without regard to jurisdictional authority boundaries.

3. Cessation of County Services. Not later than December 31, 2022, the County will cease the provision of ALS and paramedic services. The County will not surrender the licensing authorizations it has received to provide paramedic services and which it holds as of the date of this Agreement until a new jurisdictional authority is authorized to provide the service. It is contemplated that this provision will require the County to amend its current license from time to time to permit the respective jurisdictional authorities created by this Agreement to receive licenses. The County will not by its legislative authority surrender the taxing authorization it has to levy a tax for the purpose of collecting revenue to provide paramedic services. However, by this Agreement, the County hereby agrees and commits to cease providing paramedic services by the above referenced date and to cease the collection of a tax levy in support of those services within the incorporated portions of the County as has been previously authorized by not later than June 30, 2021. Between the date of this Agreement and the date of December 31, 2022, the County agrees to continue providing paramedic services within the County boundaries and within the separate jurisdictional services areas established in this Agreement until such time as the jurisdictional authority, by separate agreement with the County, agrees to provide paramedic services. It is anticipated that the agreements between jurisdictional authorities and the County will take the forms of separate memorandums of understanding to be negotiated and committed to in writing. Each City or District which is a party to this Agreement agrees to provide a commitment, in writing, to each other party, by not later than June 1, 2021, of the specific means by which the party will provide paramedic services within their respective jurisdiction, with the specific intent that all will begin providing paramedic services by not later than December 31, 2022.

4. Jurisdictional Service Areas. For purposes of this Agreement, and to support the coordinated and efficient provision of paramedic services within the jurisdictional boundaries of each party to this Agreement, the parties hereby create jurisdictional service areas as more particularly shown on Exhibit A, attached hereto and incorporated herein by reference. It is the intention of the parties to create jurisdictional service areas which are consistent with the jurisdictional boundaries of each governmental entity, with the unincorporated areas of Davis County to be located within adjacent jurisdictional authorities’ service areas. It is further the intent of the parties that for those areas of the unincorporated County which are to be located within a jurisdictional service area that Davis County will continue to impose its customary and historic tax levy for paramedic services on properties within the unincorporated areas and to pay over to the jurisdictional authority providing paramedic services, the amount of the tax levy obtained to support the paramedic services to be provided by the jurisdictional service authority. The continued levy of the tax, the remittance of such tax to the jurisdictional authority and the continuation of the levy shall all be the subject of separate agreements between the jurisdictional service authorities and Davis County.

5. Coordinated Response Model. The parties to this Agreement affirmatively assert that the among the purposes for this Agreement, the efficient administration of paramedic services, in the interest of protecting public health, safety and welfare is paramount. In support of this objective, the parties agree that call response shall be provided by the closest available unit, after the local agency's paramedics resources are exhausted, wherever possible, without undue regard to jurisdictional authority.

6. Service Responsibility. Each Party shall be responsible to administer its own paramedic units and services. This administrative responsibility includes:

- a. Maintenance of a paramedic unit or units that are separate and distinct from customarily staffed firefighters or peace officers.
- b. The maintenance of any current licenses or co-licenses, or the application and qualification for and the obtaining and maintaining of the requisite licenses from the State of Utah and other licensing entities for its paramedic units and personnel.
- c. The employment of its paramedic personnel including the establishment and implementation of its own compensation plan and personnel policies and procedures.
- d. The training and scheduling of its paramedic personnel.
- e. The acquisition, use, and maintenance of its paramedic vehicles and equipment.
- f. The keeping of its own records and data.
- g. The support and supervisory organization, clerical staff, and policies.
- h. Obtaining and maintaining its own liability, errors and omissions, property, and other insurance coverage.
- i. Compliance with the paramedic, emergency medical, and other applicable standards established and enforced by the State or other governmental entities having that authority, including all state standards for paramedic units.
- j. All other functions necessary for the operation of its paramedic service.
- k. Each jurisdictional authority shall retain a qualified medical director as required by State standards.

7. Funding.

- a. Each Party shall be responsible to budget from its own General Fund or obtain funding from other sources for any additional funding for the paramedic units allocated to it under this agreement or for any additional paramedic units or services

which that Party determines to provide. It is anticipated that services from a jurisdictional authority to unincorporated areas of the County will be compensated through separate arrangements between the County and the servicing jurisdictional authority.

b. It is anticipated by the parties that Davis County will cease its paramedic services on or before December 31, 2022, but will also cease to collect the authorized tax levy prior to cessation of services. It is further anticipated that some or all of the non-County parties will pursue additional tax levies to fund the paramedic operations prior to the beginning of service. In order to support a funded and efficient transfer of the paramedic service, the non-County parties hereby agree to either: (i) consider and impose appropriate and necessary tax levies, or (ii) to otherwise fund the necessary services from other sources within budgets to be approved not later than August 30, 2021. Between the date of June 30, 2021 and December 31, 2022, it is anticipated that the County may continue to provide paramedic services without the support of a corresponding tax levy.

c. Each non-County party agrees to provide quarterly reimbursement to the County for services rendered in Section 7b. of this Agreement at a rate equal to each party's Proposed Tax Rate Value for the tax year that services are rendered, multiplied by the Paramedic Certified Tax Rate calculated for that same tax year.

d. The County agrees to continue the distribution of funds collected from the non-County parties in accordance with the County interlocal agreement 2004-372 through December 31, 2022.

8. Administrative Board. In accordance with *Utah Code Ann.* §11-13-207, a portion of the *Utah Interlocal Cooperation Act*, the cooperative undertaking of this Agreement shall be administered by a joint board comprised of the City Managers of each jurisdictional authority, the Chairs of the Board of Trustees of the North Davis Fire District and the South Davis Metro Fire Agency and a member of the County Commission to be designated by the County Commission by resolution. The Administrative Board shall be tasked with the obligation to adopt and administrate the implementation of rules and procedures on compensation between jurisdictional authorities for extra-jurisdictional response, for the definition of the level of service provided and for other governance issues as they may arise.

9. Davis County EMS Council. The Administrative Board will be supported and aided by the Davis County EMS Council. The Davis County EMS Council shall be tasked with the obligation to advise the Administrative Board on the level of service to be provided and other technical aspects of the paramedic services to be provided.

10. Service Levels.

a. The parties agree that all established units shall meet all state standards for paramedic services and any standards adopted by the Administrative Board.

b. Parties with a single station shall ensure a staffed (1st-due) paramedic unit remains available in addition to regular non-paramedic staffing. Exception to this

condition may apply during times of large-scale incidents or other situations that warrant modified staffing practices to ensure continued delivery of emergency medical services.

c. Borderless paramedic services shall be provided via automatic aid agreements and CAD systems employed through dispatch centers with continued emphasis placed on interfaced GPS technology.’

d. The parties agrees that the provision of paramedic services in a consistent and efficient manner and at a standard level of service is one of the underlying purposes for this Agreement, and that the level of services provided has policy implications with significant fiscal consequences for the parties. Therefore, any change in the approved level of service to be provided must be approved by a vote of two-thirds of the members of the Administrative Board present at the meetings, but in no case less than six (6) members.

11. No Separate Entity. This agreement does not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this agreement.

12. No Property. No property shall be jointly acquired, held, or distributed by and between the parties as part of this agreement.

13. Term and Termination. This agreement shall continue in effect until terminated by mutual consent of the parties, operation of law, or withdrawal as provided in this paragraph, but in no event shall the term of this agreement exceed fifty (50) years.

14. Notices. Any notices given under this agreement shall be delivered to the Parties by delivering to the County Clerk for Davis County, the City Manager for any City which is a party to this Agreement, or to the Chief of the North Davis Fire District or the South Davis Metro Fire Service Area.

15. Resolution of Disputes. The Parties each agree that in the event of a dispute they shall make a good faith effort to resolve the dispute in an amicable manner without the necessity of and before undertaking any legal action.

16. No Relief of Obligation. This agreement does not in any way relieve either party, as a public Agency, of any obligation, duty, or responsibility imposed upon it by law.

17. Indemnification and Hold Harmless. The purpose of this agreement is to provide funding for paramedic services. However, in the event of a claim, legal action, or a judgment, the Parties each agree to indemnify, defend and hold the other Parties and their officers, employees, agents, and representatives harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorney's fees, arising out of the performance of the terms of this agreement or related to the paramedic services of that Party.

18. Governmental Immunity Act of Utah. Because the Parties are each a governmental entity under the *Governmental Immunity Act of Utah*, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents. No Party waives any defense available to it under the *Utah Governmental Immunity Act*.

19. Record of Agreement. An executed copy of this agreement shall be filed with the keeper of records of each Party.

20. Government Records Access and Management Act. Each Party shall be responsible for compliance with the provisions of the *Governmental Records Access and Management Act* (GRAMA), as set forth in *Utah Code Ann.* § 63G-2-101, et. Seq. or its successor, relating to its records.

21. Other Agreements. This agreement does not abrogate or supersede any existing agreement between the parties unless specifically so provided in this agreement or except to the extent that the provisions of this agreement are in conflict with the provisions of any such existing agreement.

22. Amendments. This agreement may be amended at any time by a written instrument which has been duly approved and executed by the Parties and, if necessary under the provisions of the *Utah Interlocal Cooperation Act*, upon the adoption of resolutions of approval by the legislative bodies of each party.

23. Severability. If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

24. Third Party Beneficiaries. This agreement is intended for the sole benefit of the Parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to or upon any third party.

25. Additional Parties. Additional parties may join in this agreement only upon the unanimous written consent of all Parties and the execution of either a new agreement to replace this agreement or an appropriate amendment to this agreement signed by the Parties and the additional party or parties.

26. Authorization. The individuals signing this agreement on behalf of their Parties confirm that they are the duly authorized representatives of their respective Parties and are lawfully enabled to sign this agreement on behalf of their respective Party.

27. Review by Authorized Authority. In accordance with the provisions of §11-13-202.5(3), *Utah Code Annotated*, this agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this agreement may take effect.

28. Governmental Approval, Execution, and Resolutions. This agreement shall be conditioned upon the approval and execution of this agreement by the Parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the Parties.

29. Effective Date. This agreement shall be effective as of June 1, 2021, provided that by said date this agreement has been duly approved and executed by all Parties in the manner prescribed by applicable law and the executed copies have been filed with the keepers of records of each Party.

30. Full Agreement. This agreement constitutes the full agreement between the Parties.

31. Governing Law. This agreement shall be governed, construed, and enforced by and under the laws of Utah.

IN WITNESS WHEREOF, the Parties hereto have signed this interlocal cooperation agreement in duplicate, each of which shall be deemed an original, on the dates indicated by their respective signatures.

CLINTON CITY

ATTEST:

City Recorder

By: _____
Mitch Adams, Mayor

Approved and reviewed as to form

Attorney for Clinton City

DAVIS COUNTY

ATTEST:

County Clerk

By: _____
Lorene Miner Kamalu, Chair

Approved and reviewed as to form

Attorney for Davis County

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
H. James Talbot, Mayor

Approved and reviewed as to form

Attorney for Farmington City

FRUIT HEIGHTS CITY

ATTEST:

City Recorder

By: _____
John Pohlman, Mayor

Approved and reviewed as to form

Attorney for Fruit Heights City

KAYSVILLE CITY

ATTEST:

City Recorder

By: _____
Katie Witt, Mayor

Approved and reviewed as to form

Attorney for Kaysville City

LAYTON CITY

ATTEST:

City Recorder

By: _____
Joy Petro, Mayor

Approved and reviewed as to form

Attorney for Layton City

NORTH DAVIS FIRE DISTRICT

ATTEST:

District Clerk

By: _____
Chairman Tim Roper

Approved and reviewed as to form

Attorney for North Davis Fire District

SOUTH DAVIS METRO FIRE SERVICE AREA

ATTEST:

Secretary

By: _____
Commissioner Rick Earnshaw, Chairman

Approved and reviewed as to form

Attorney for South Davis Metro Fire Service Area

SOUTH WEBER CITY

ATTEST:

City Recorder Lisa Smith

By: _____
David Larson City Manager

Approved and reviewed as to form

City Attorney Jayme Blakesley

SYRACUSE CITY

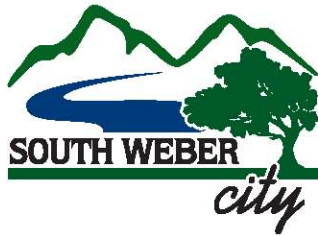
ATTEST:

City Recorder

By: _____
Michael Gailey, Mayor

Approved and reviewed as to form

Attorney for Syracuse City



Agenda Item Introduction

Council Meeting Date: 03-09-2021

Name: Derek Tolman

Agenda Item: Automatic Aid Agreement with Weber Fire District

Background: The language in the previous agreement did not clarify that this an Automatic Aid Agreement not a Mutual Aid Agreement. This new document is the Automatic Aid Agreement. It means we will continue to support each other on calls in Uintah, South Weber and along I-84. This change is due to the acquisition of Uintah by Weber Fire District.

Summary: Automatic aid agreement with Weber Fire District is in the interest of safety for all citizens.

Budget Amendment: na

Procurement Officer Review: Budgeted amount \$ Bid amount \$

Committee Recommendation: na

Planning Commission Recommendation: na

Staff Recommendation: approve agreement

Attachments: Resolution 21-14 and Automatic Aid Fire Agreement.

RESOLUTION 21-14
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING AN INTERLOCAL AUTOMATIC AID FIRE AGREEMENT
WITH WEBER FIRE DISTRICT

WHEREAS, Resolution 21-06 was passed on February 9, 2021 approving a Mutual Aid Fire Protection Agreement with Weber Fire District; and

WHEREAS, Weber Fire District forwarded their signed agreement which was approved by their board on the same night; and

WHEREAS, it was discovered that the two agreements were not the same version; and

WHEREAS, both Fire Departments agreed the Automatic Aid Agreement was the preferred version;

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

Section 1. Approval: The Interlocal Automatic Aid Fire Agreement between South Weber Fire Department and Weber Fire District is hereby approved as attached in Exhibit 1.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day of March 2021.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1
INTERLOCAL AUTOMATIC AID
FIRE AGREEMENT

INTERLOCAL AUTOMATIC AID FIRE AGREEMENT

THIS AGREEMENT made and entered into this 9 day of February, 2021 (“effective date”), pursuant to the provisions of the Interlocal Cooperation Act, by and between the **WEBER FIRE DISTRICT**, a political subdivision of the State of Utah, and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah, for the provision of automatic mutual aid for fire protection among the parties to their respective areas in the Southeast corner of Weber County protected by the Weber Fire District, and to South Weber City protected by the South Ogden Fire Department. r

WITNESSETH:

WHEREAS, both parties are desirous of entering an agreement for providing automatic mutual aid for fire protection among the parties; and

WHEREAS, such agreement is in furtherance of the purposes of Section 11-7-1, Utah Code Annotated, 1953, as amended; and

WHEREAS, each party desires to cooperate with and assist the other for structural fire protection at the receipt of such an alarm; and

WHEREAS, each party desires to assist the other on an as-needed basis should the other party have a delay or be unavailable for a given alarm or incident; and

WHEREAS, this Agreement is intended to “enhance” but not replace the existing “Mutual Aid Agreements.”

NOW, THEREFORE, it is hereby agreed:

1. That upon receipt of a report of a structure fire or other fire threatening a structure, the dispatch center responsible for dispatching the incident will dispatch the standard complement of firefighting equipment and personnel from that jurisdiction. In addition, the dispatcher will also immediately see that the next due “Automatic Aid” fire company, as provided under this Agreement, is dispatched to the same incident. Selection of the “Automatic Aid” fire company will be made by computer aided dispatch according to mutually satisfactory boundaries as approved by the respective Fire Chiefs of each party; or

2. That, in an effort to ensure a rapid response to an emergency call for service, upon receipt of a single-engine or related fire, hazmat, or other incident, where the agency having jurisdiction is unavailable or has a delayed response, and where the other agency can provide a more expedient response, that each agency agrees to respond to the scene of such incident, to mitigate any emergency and hold the scene until the fire department with jurisdiction can respond to the scene, if needed.

3. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The “Automatic Aid” fire company being requested must be currently in an “available” status.
- b. The responding company must be a “pumping” apparatus of Class A engine type or “quint” style aerial device with Class A engine specifications. Such responding company must respond with no fewer than two firefighters on board.
- c. The “Automatic Aid” fire company must respond immediately from the fire station to which they are assigned immediately upon receipt of the alarm. All such responders must ride the fire engine to the incident. None shall respond by private vehicle.
- d. Dispatch will issue the following information to the responding “Automatic Aid” fire company:
 - i. Address of incident;
 - ii. Type of fire;
 - iii. Special considerations of life safety;
 - iv. Incident command designation (if established); and
 - v. Commander’s name or unit when available and if established.
- e. All parties under this agreement will function under the Incident Command System as taught by the National Fire Academy and as practiced under Weber or Davis area local guidelines and standard operating procedures (SOP’s).
- f. In cases of Structure Fires, the responding “Automatic Aid” fire company shall report to the Incident Commander at the location to which the equipment is dispatched and shall be subject to the orders of that commander.
- g. The responding “Automatic Aid” fire company shall be released by the requesting organization when the services of the “Automatic Aid” fire company are determined to not be required or when the “Automatic Aid” fire company is needed to provide fire protection to its own jurisdiction, such need to be the sole determination of the responding organization.
- h. Assistance under this Agreement may be refused by the supervising shift officer or any of the parties if, in the supervisor’s best judgment, it is determined that the party is unable to reasonably respond.

4. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of performing this Agreement.

5. Neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement.

6. All privileges and immunities from liability which surround the activities of any firefighting force or fire department, when performing its functions within the other party's territorial limits, shall apply to the activities of that other party's firefighting department while furnishing fire protection outside its territorial limits under this Agreement.

7. The effect of the death or injury of any firefighter, who is killed or injured while responding to an incident outside the territorial limits of the firefighter department of which the firefighter is a member and while that department is functioning pursuant to this Agreement, shall be the same as if the firefighter were killed or injured while that department was functioning within its own territorial limits, and such death or injury shall be considered to be in the line of duty.

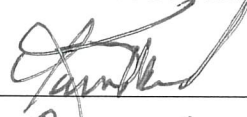
8. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

9. This Agreement shall not relieve any party of any obligation or responsibility imposed upon any of the parties by law, except that the performance of a responding party may be offered in satisfaction of any such obligation or responsibility to the extent of actual and timely performance thereof by the responding party.

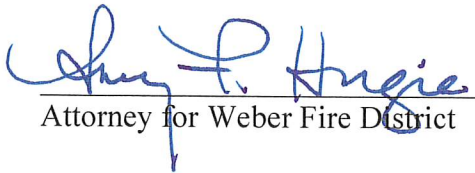
10. This Agreement shall be effective for a period of five (5) years from the effective date. Any party may terminate its obligations under this Agreement after giving thirty (30) days advance written notice of termination to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating part from the obligations created herein.

11. This Agreement shall become affective as set out above provided it has been approved as appropriate by the above mentioned parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.

WEBER FIRE DISTRICT

By: 
Title: BOARD CHAIR
Date: 2/9/21

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:


Attorney for Weber Fire District

**SOUTH WEBER CITY, a
Utah Municipal Corporation**

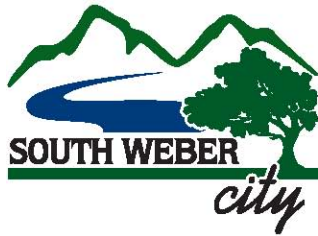
By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney



Agenda Item Introduction

Council Meeting Date: March 8th 2021

Name: Angie Petty, Hayley Alberts, and YCC

Agenda Item: Youth City Council Logo Presentation and Approval

Background: The South Weber Youth City Council have created a logo to represent themselves and the City. As such, the logo needs to be approved by the City Council as an official logo of the City for the foreseeable future.

Summary: City Council to review approve the Youth City Council logo

Budget Amendment: N/A

Procurement Officer Review: Budgeted amount \$ N/A Bid amount \$ N/A

Committee Recommendation: Approval

Planning Commission Recommendation: N/A

Staff Recommendation: N/A

Attachments: Resolution 21-15, Youth City Council Logo in color, and YCC Logo in black and white

RESOLUTION 21-15
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING THE YOUTH CITY COUNCIL LOGO

WHEREAS, South Weber City supports a Youth City Council (YCC) which is actively involved throughout the community; and

WHEREAS, the YCC charter outlining the purpose and responsibilities was adopted on October 13, 2020 by City Council; and

WHEREAS, the YCC would like to adopt a logo separate from the official city logo; and

WHEREAS, they are representatives of the city, Council must approve any emblems;

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

Section 1. Approval: The Youth City Council logo presented in both color and black and white in Exhibit 1 is hereby approved for use by the YCC.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day of March 2021.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1
YOUTH CITY COUNCIL
OFFICIAL LOGO







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
Jayme Blakesley – South Weber City Attorney
RE: RIVERSIDE RV PARK – Development Agreement, 1st Amendment Review Memo
Date: March 1, 2021

BACKGROUND

The Development Agreement for the Riverside RV Park was approved on June 9, 2020. A preconstruction meeting was held on October 26, 2020. Thus far the developer’s contractor has been focused on clearing and grubbing the site. The developer recently approached city staff and asked about potentially changing a couple of items from what was originally approved. As both of these items are addressed specifically in the recorded development agreement, these changes are required to come to the City Council for approval as amendments to the Development Agreement.

SECTION 17. Landscaping

The developer was hopeful that they might be able to find a secondary water source or option but has been unsuccessful in doing so. Therefore, all water used for landscaping will be culinary water (see Section 6 of DA). With this in mind they would like to revise their landscaping plan to be more water conscious and blend in more with the natural environment along the river. We have reviewed the original (May 15, 2020) plan and the proposed (January 26, 2021) plan. The following is a summary of the main differences:

Plan Differences:

Table with 3 columns: Area, May 15, 2020 Plan, and January 26, 2021 Plan. Rows include Entrance/Office/Det. Basin/Basketball/Pool, Between Sites and Trail (North), and East Restroom.

Center Sections of Sites	Rock & Landscape Planters and Native Seed	Rock & Landscape Planters and Kentucky Bluegrass
South Property Line (along I-84)	Native Seed	Wood Mulch and Cobble Rock
South Sites	Kentucky Bluegrass	Grey Chat (Decorative Gravel/Sand)

Supplemental Attachments:

- Original Landscape Plan – Berg Landscape Architects, dated May 15, 2020
- New Landscape Plan – Berg Landscape Architects, dated January 26, 2021
- Revisions Narrative letter from Mike Bird (Owners Representative)

SECTION 19. Approval of Setbacks (Fencing)

The developer contacted UDOT to make sure the cable fence was located and specified in a way to make sure the desired safety would be provided. UDOT met on site with the developer. UDOT informed the developer that for the cable fence to be effective it needs to be located by the shoulder. Otherwise, it is considered a hazard. Having no significant crash history in this area, UDOT stated that a barrier would not be required. They sent a letter to the City and the developer to address the cable fence and barrier along the I-84 N/A (property) line. The developer is proposing to install an 8’ solid concrete sound wall in place of the cable barrier fence and Rhinorock fence.

Supplemental Attachments:

- Proposed Sound Wall Drawing, F-4.2
- UDOT Letter, dated 2-16-2021
- Background email from McKay, dated 2-22-2021

STAFF ANALYSIS

1. Reducing outdoor water demand is beneficial to the city’s water needs.
2. Whether the change in the landscape plan increases or decreases the aesthetics of the site is subjective and not part of the staff’s analysis.
3. The cable barrier fence cannot be located in the location where it would be most effective.
4. Based on the mass of the proposed sound wall and the depth of the footings in comparison to the cable fence and Rhinorock fence, it is anticipated that the solid concrete sound wall will provide a sturdier barrier and increased safety.

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

13-018-0021

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

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

This **DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into as of this 9th day of June, 2020, by and between **F.M. WINKEL FAMILY L.L.C.**, a Utah limited liability company, having its principal business address as 3651 North 100 East #125, Provo, Utah (hereinafter referred to as “Owner”), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as “City”), of 1600 East South Weber Drive, South Weber, UT 84405. Owner and City are heretofore individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS:

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

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

AGREEMENT

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

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

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

In the event that the Disputed Property does not fall within the municipal limits of the City and construction of the Development cannot commence as contemplated and shown in this Agreement, the City expressly permits Owner, and its successors and assigns, to redesign the Development. Any such redesign shall comply with the City Code, as it existed as of the time

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

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

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

- 11.1 Owner's Contribution. Owner agrees to contribute **thirty-five thousand dollars (\$35,000)** towards engineering and construction of the Project. Payment will be due within thirty (30) days following substantial completion of the Project, as notified in writing by the City.
- 11.2 City's Responsibility. The City will be responsible for the design, bidding, and construction of the Project, and agrees to have the Project completed and in service by **November 30, 2020**, or such other time as may be agreed to by the Parties in writing.
12. Fire Flow. The required fire flow for this Development is 1,500 gallons per minute (gpm). Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow available for this Project.
13. Transportation Utility Fee. Owner agrees to pay any lawful transportation utility fee ("TUF") assessed against the Development, so long as it is assessed on the same terms and at rates approved by the City's City Council, which rates may not differ materially from those assessed to others in City.

- 13.1 ERU Calculation. The TUF is based on Equivalent Residential Units ("ERU"). The ERU is calculated using the number of trips generated by the use of the Property. For all non-residential uses, the number of trips is calculated based on the current edition of the Institute of Traffic Engineers ("ITE") Trip Generation Manual.

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

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

[ERU Calculation Table Continued Below]

Development Agreement for Riverside RV Park
in South Weber City

ERU Calculation

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

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

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

- 13.2 **Long-Term Stays and ERU Adjustment.** The Owner may adjust the number of LTS up or down. It shall be the Owner’s responsibility to report the number of STS and LTS to the City on a monthly basis. In the event that Owner fails to report the STS and LTS, the default maximum number of ERUs to be used for the TUF is sixty-nine (69) ERUs.
- 14. **Parking.** The Development is responsible to provide sufficient on-site parking as required in City Code. All on-site parking will be in designated parking areas. Parking of vehicles related to the use of the RV Park shall be contained within the Development and shall not be permitted off-site.
- 15. **Length of Stay.**
 - 15.1 **Patrons.** Developer shall not permit patrons to stay at the RV Park for more than one hundred twenty (120) consecutive days (the “**Maximum Stay Period**”). Any patron who stays for the Maximum Stay Period is required to adhere to a seven (7) day leave period before returning to stay at the RV Park (the “**Leave Period**”).
 - 15.2 **Employees.** Employees of the Owner, Development, or management company that runs the Development shall not be subject to Maximum Stay Period or Leave Period.
- 16. **Cabin Units, Park Models, and Tiny Homes.** The Development may have up to twenty-three (23) cabin units, park models, or tiny homes (as those terms are defined under the City Code in effect as of the time of this Agreement) owned by the Owner or the Development. Patrons of the cabin units, park models, or tiny homes are subjected to the Maximum Stay Period and Leave Period requirements, but the cabin units, park models, or tiny homes are not required to be relocated or moved from the Development.

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

17. **Landscaping.** All proposed landscaping shall be substantially installed prior to the granting of Occupancy and shall be in accordance with the approved Landscape Plans, dated May 15, 2020, by Berg Landscape Architects. The removal of existing trees and shrubs shall be directed by a licensed or certified arborist.
18. **Lighting.** All on-site lighting must follow quiet hours and be dark-sky compliant.
19. **Approval of Setbacks.** City hereby grants Owner and the Property the exception provided in Section 10-7F-2(B)(2) of the City Code to allow trailers, service buildings, or structures to be placed within seventy-five feet (75') but not closer than three feet (3') to the boundary line nearest to or adjoining Interstate 84. In exchange, Developer agrees to construct a barrier along the property line that borders the Interstate 84 right-of-way line. It is agreed that the fencing along the I-84 Right-of-Way line shall not be vinyl nor chain link fencing. The barrier shall consist of a cable fence in addition to an opaque masonry style fence along Interstate 84 right-of-way. A Rhinorock fence, which Developer understands is the fence used on the Sun Ray Subdivision and which is an opaque masonry coated fence, shall be acceptable.
20. **Signage.** All signs must comply with City Code. In addition, a "Sign, Animated", as defined in Section 10-9-3 of the City Code, may not be located within four hundred fifty feet (450') to the south of the northern entrance of the Development.
21. **Successors and Assigns.**
 - 21.1 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties. Owners acknowledge and agree that if the City is not paid in full in a timely fashion by Developer of all monies as stated in this Agreement, no future development will be permitted by City on the Property until full payment is made.
 - 21.2 **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any unrelated third-party individual or entity without assigning the rights and responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.
22. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, including the terms set forth in the conditional use permit issued in connection herewith, and does not otherwise cure or comply within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:
 - 22.1 All rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;

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

- 22.2 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and
- 22.3 The right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement, to the extent allowed by law, until such default is cured.
23. **Insolvency.** Insolvency, bankruptcy, or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action is unresolved for a period of one hundred eighty (180) days, shall be deemed to be a default by such Party under this Agreement.
24. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.
25. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Owner: F.M. Winkel Family, L.L.C.
3651 North 100 East #125
Provo, UT 84604

City: South Weber City
Attention: City Manager
1600 East South Weber Drive
South Weber, UT 84405

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

26. General Terms and Conditions.

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

26.2 **Captions and Construction.** This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested

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

development rights as described herein. As used in this Agreement, the words “include” and “including” shall mean “including, but not limited to” and shall not be interpreted to limit the generality of the terms preceding such word.

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

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

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

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

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

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

26.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

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

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

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

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

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

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

[Signature Pages Follow]

Development Agreement for Riverside RV Park
in South Weber City

“Owner”

F.M. WINKEL FAMILY, L.L.C.

By Mckay Winkel
Mckay Winkel

Title MANAGER

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

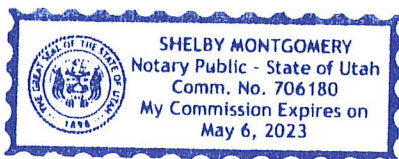
Mckay Winkel
F.M. Winkel Family, L.L.C.

State of Utah)
) ss.
County of Davis)

On this 30th day of October, 2020, personally appeared before me,
Mckay Winkel, the signer of the foregoing instrument, who duly
acknowledged that he/she is the Manager of F.M. Winkel Family, a Utah limited
liability company and signed said document in behalf of said F.M. Winkel Family, L.L.C. by

Authority of its Bylaws or Resolution of its Board of Directors, and said
Mckay Winkel acknowledged to me said Limited Liability Company
executed the same.


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

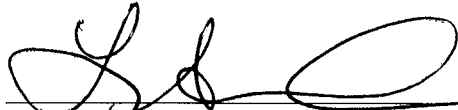


Shelby Montgomery
NOTARY PUBLIC

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

“City”
SOUTH WEBER CITY

By 
David Larson, City Manager


Attest: Lisa Smith, City Recorder

State of Utah)
) ss.
County of Davis)

Subscribed and sworn to before me on this 3rd day of November, 2020, by David
Larson.

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


NOTARY PUBLIC

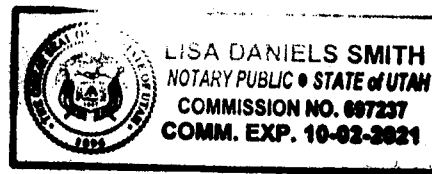


Exhibit A

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

BOUNDARY DESCRIPTION

Parcel 1

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

Contains 312,842 square feet or 7.18 acres.

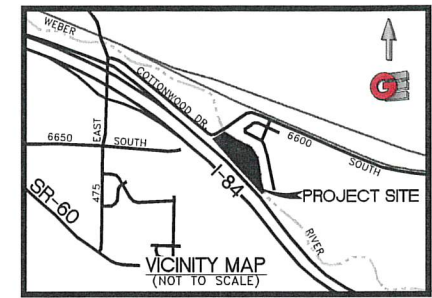
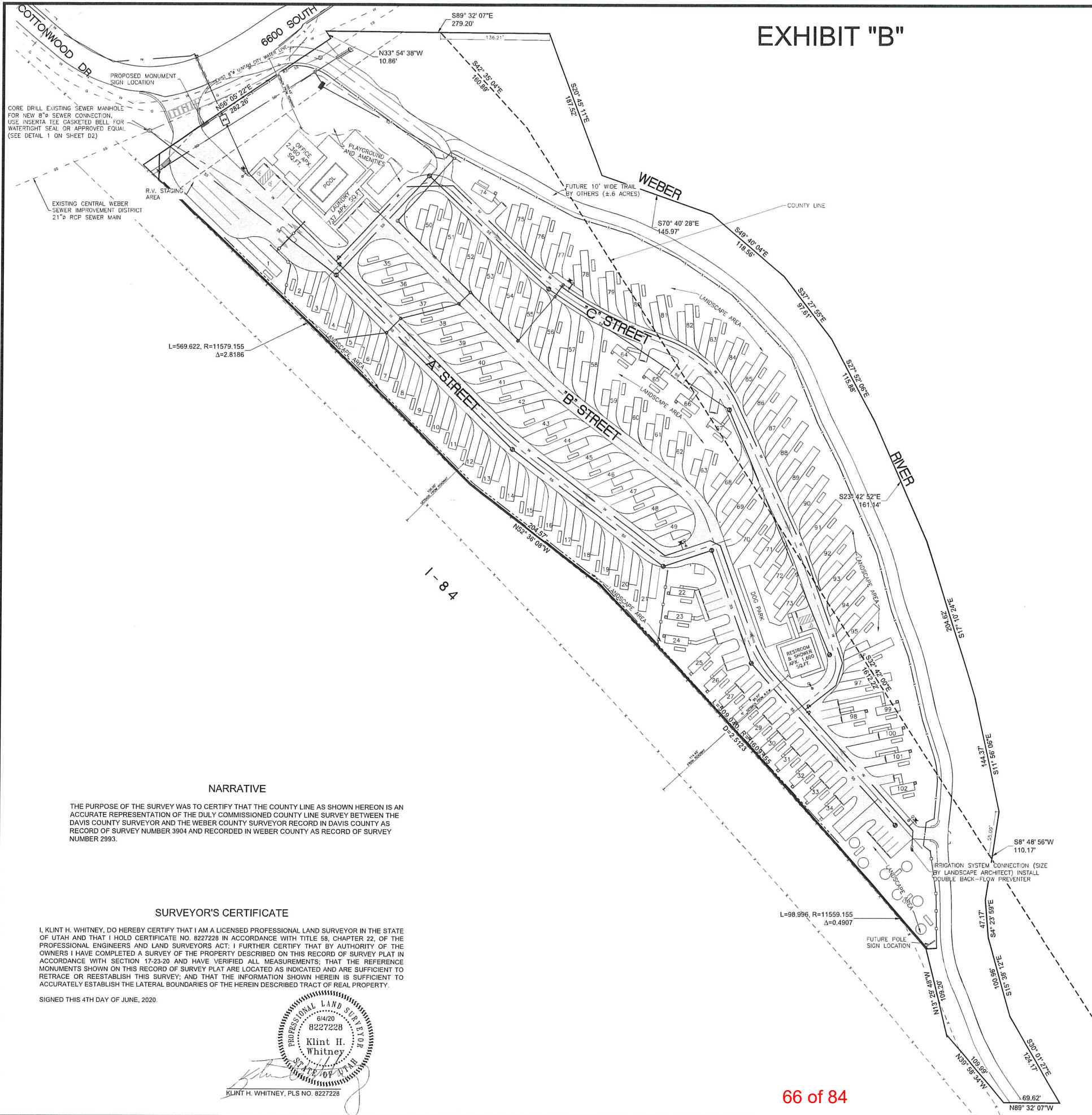
Parcel 2

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

Contains 203,641 square feet or 4.67 acres.

13-018-0021

EXHIBIT "B"

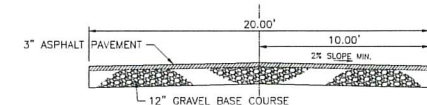


SITE TABLE

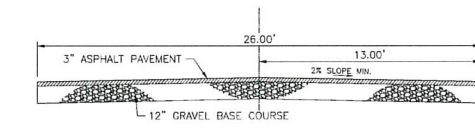
BACK IN/PULL-THRU UNITS = 79
 ALTERNATE UNITS = 23
 TOTAL NO. OF UNITS = 102

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

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



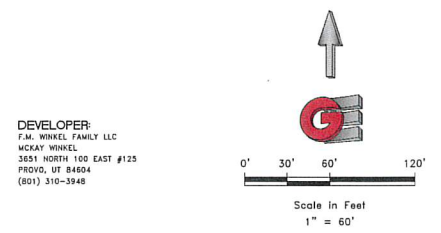
20' WIDE ROAD SECTION
NOT TO SCALE



26' WIDE ROAD SECTION
NOT TO SCALE

LEGEND
(NOTE: ALL LINES OR SYMBOLS MAY NOT APPEAR ON EACH SHEET)

---	BOUNDARY LINE
---	CENTERLINE
---	PUBLIC UTILITY AND DRAINAGE EASEMENT
---	RIDGE LINE
---	NEW DRAINAGE SWALE / DITCH
---	EXISTING 5' CONTOUR AND ELEVATION
---	EXISTING 1' CONTOUR AND ELEVATION
---	DESIGN CONTOUR AND ELEVATION
---	ASPHALT PAVING
---	CONCRETE FLATWORK
---	CULINARY WATERLINE
---	CULINARY WATER LATERAL
---	NEW FIRE HYDRANT
---	WATER METER
---	WATER VALVE
---	STORM DRAIN LINE
---	STORM DRAIN MANHOLE
---	STORM DRAIN CATCH BASIN/INLET SUMP
---	STORM DRAIN INLET BOX
---	SANITARY SEWER PIPE
---	SANITARY SEWER LATERAL
---	SANITARY SEWER MANHOLE
---	LIGHT POLE AND BASE



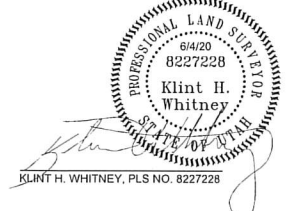
NARRATIVE

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

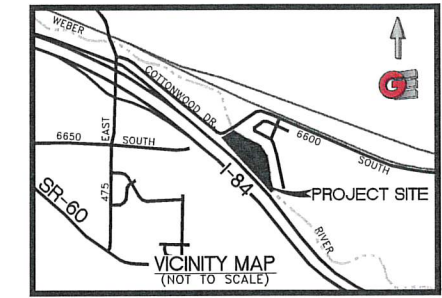
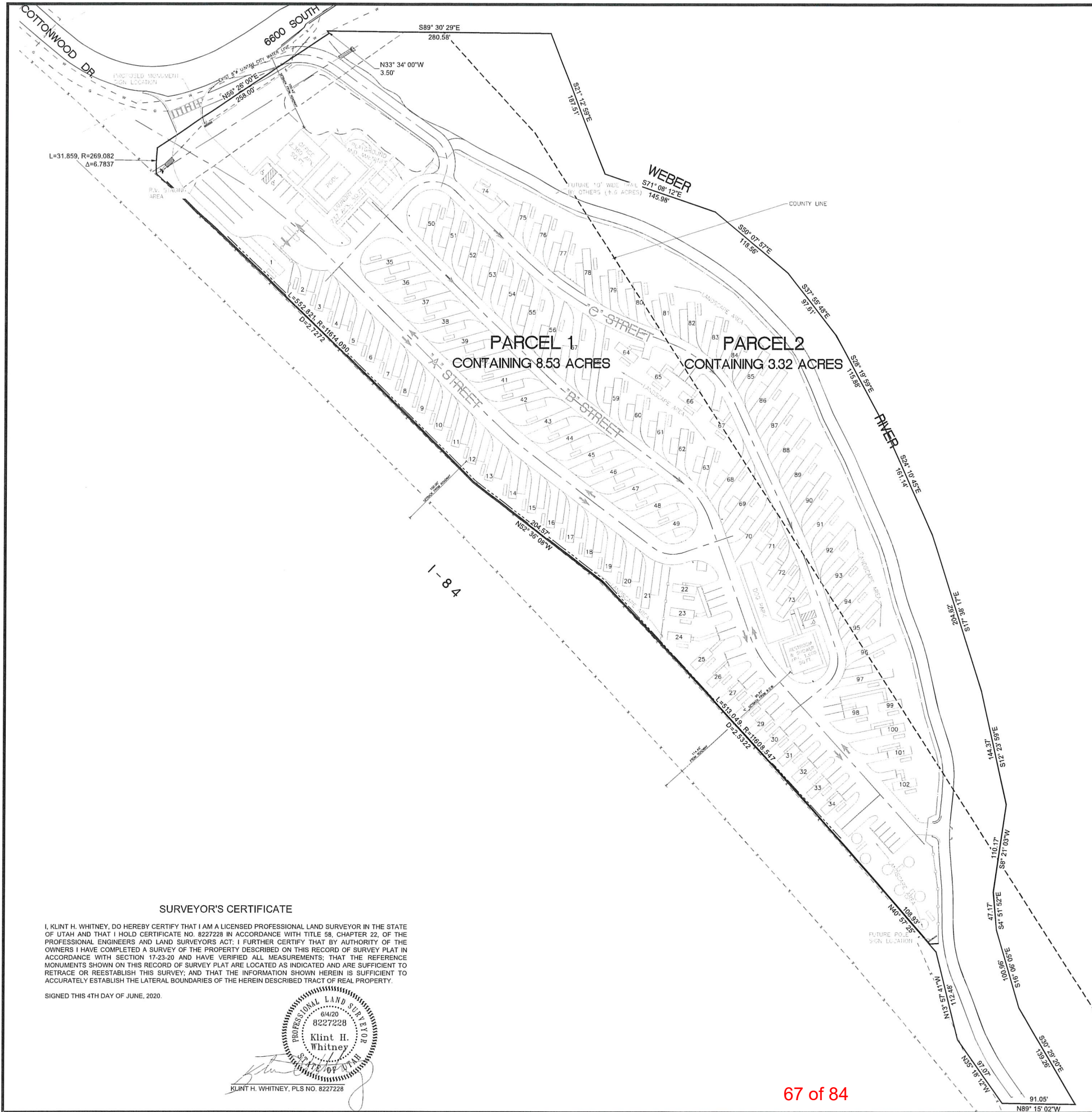
SURVEYOR'S CERTIFICATE

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

SIGNED THIS 4TH DAY OF JUNE, 2020.



SCALE: 1" = 60'	DATE: 5-18-2020	DESIGN: BBD	DRAWN: BBD	CHECKED: TMM	DWG: R.V.228 - WINKLE, MCKAY DESIGN/LVY PARK - CSD.DWG
REVISIONS	DESCRIPTION				
DATE					
OVERALL SITE PLAN RIVERSIDE R.V. PARK 855 EAST COTTONWOOD DR SOUTH WEBER, DAVIS COUNTY, UTAH					
GARDNER ENGINEERING CIVIL AND PLANNING MUNICIPAL LAND SURVEYING 5150 SOUTH 37.5 EAST OGDEN, UT OFFICE: 801-476-0202 FAX: 801-476-0666					
C2					20



SITE TABLE
 BACK IN/PULL-THRU UNITS = 79
 ALTERNATE UNITS = 23
 TOTAL NO. OF UNITS = 102
 TOTAL PARKING STALLS = 44
 (INCLUDING 4 ADA STALLS)
 1 ADDITIONAL PARKING STALL WILL BE PROVIDED AT EACH BACKIN/PULL-THRU UNIT
 LINEAR FEET OF ROADS = 3,012 FEET
 TOTAL LANDSCAPE AREA = 4.8± ACRES
 TOTAL SITE AREA = 11.62 ACRES
 DEVELOPED SITE AREA = 8.25±

SCALE	1" = 60'
DATE	5-19-2020
DESIGN	BRD
DRAWN	BRD
CHECKED	TUN
DWG.	PL 2228 - WHITNEY, MCKAY, SURVEY, UNCL EXHIBIT C.DWG

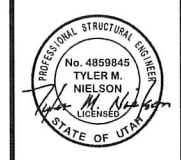


EXHIBIT C
 RIVERSIDE R.V. PARK
 855 EAST COTTONWOOD DR
 SOUTH WEBER, DAVIS COUNTY, UTAH

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

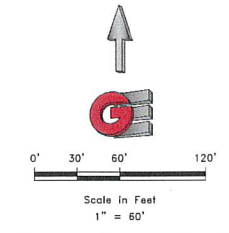
SURVEYOR'S CERTIFICATE

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SIGNED THIS 4TH DAY OF JUNE, 2020.



DEVELOPER:
 E.M. WINKEL FAMILY LLC
 MCKAY WINKEL
 3881 NORTH 100 EAST #125
 PROVO, UT 84604
 (801) 310-3948

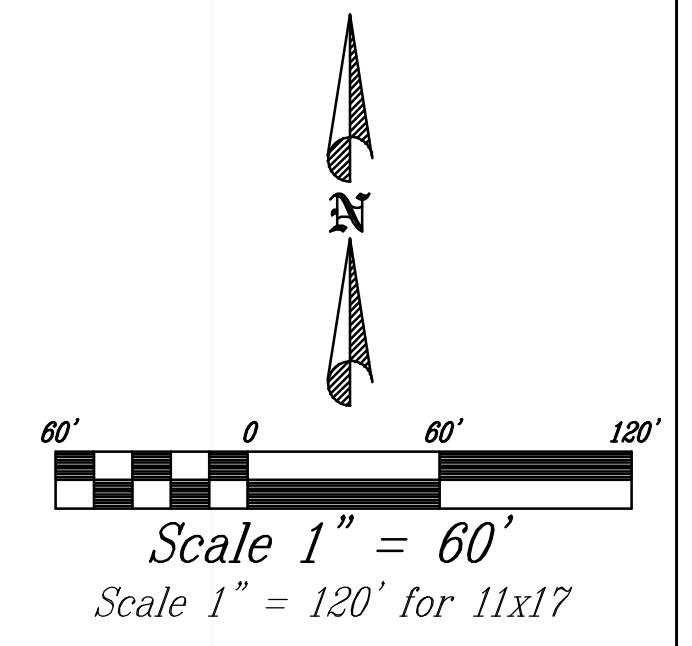




PLANT SCHEDULE

TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
	13	American Hornbeam / <i>Carpinus caroliniana</i>	B&B	2"	Cal
	26	Autumn Blaze Maple / <i>Acer freemanii</i> 'Autumn Blaze'	B&B	2"	Cal
	10	Emerald Queen Maple / <i>Acer platanoides</i> 'Emerald Queen'	B&B	2"	Cal
	14	Maidenhair Tree / <i>Ginkgo biloba</i> 'Autumn Gold'™	B&B		
	13	River Birch / <i>Betula nigra</i>	B&B	2"	Cal
	11	Shademaster Locust / <i>Gleditsia triacanthos inermis</i> 'Shademaster'™	B&B	2"	Cal
EVERGREEN TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
	13	Austrian Pine / <i>Pinus nigra</i>	B&B		8-10'
	8	Emerald Green Arborvitae / <i>Thuja occidentalis</i> 'Smaragd'	B&B		6'
SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT		
	87	Black Lace Elderberry / <i>Sambucus nigra</i> 'Black Lace'	5 gal		
	50	Blue Mist Shrub / <i>Caryopteris x clandonensis</i> 'Dark Knight'	5 gal		
	32	Creeping Mahonia / <i>Mahonia repens</i>	5 gal		
	13	Dwarf Korean Lilac / <i>Syringa meyeri</i> 'Palibin'	5 gal		
	48	Dwarf Variegated Dogwood / <i>Cornus alba</i> 'Variegata'	5 gal		
	106	Fine Line Buchthorn / <i>Rhamnus frangula</i> 'Fine Line'	5 gal		
	82	Gro-Low Fragrant Sumac / <i>Rhus aromatica</i> 'Gro-Low'	5 gal		
	62	Japanese Spirea / <i>Spiraea japonica</i> 'Anthony Waterer'	5 gal		
	47	Mugo Pine / <i>Pinus mugo</i> 'Slowmound'	5 gal		
	88	Northern Gold Forsythia / <i>Forsythia x</i> 'Northern Gold'	5 gal		
	53	Purple Leaf Sand Cherry / <i>Prunus x cistena</i>	5 gal		
	45	Red Leaf Japanese Barberry / <i>Berberis thunbergii</i> 'Atropurpurea'	5 gal		
	55	Spirea / <i>Spiraea japonica</i> 'Goldmound'	5 gal		
ANNUALS/PERENNIALS	QTY	COMMON / BOTANICAL NAME	CONT		
	167	Emerald Blue Moss Phlox / <i>Phlox subulata</i> 'Emerald Blue'	1 gal		
	151	Stella de Oro Daylily / <i>Hemerocallis x</i> 'Stella de Oro'	1 gal		
	170	Stonecrop / <i>Sedum spurium</i> 'Red Carpet'	1 gal		
	137	Variegated Goutweed / <i>Aegopodium podagraria</i> 'Variegatum'	1 gal		
GRASSES	QTY	COMMON / BOTANICAL NAME	CONT		
	173	Blue Oat Grass / <i>Helictotrichon sempervirens</i>	1 gal		
	205	Feather Reed Grass / <i>Calamagrostis x acutiflora</i> 'Karl Foerster'	1 gal		
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT		
	41,276 sf	2"-4" Calico Cobble Rock / 2"-4" Calico Cobble Rock W/Dewitt Pro-5 Weed Barrier	Mulch		
	21,254 sf	Grey Chat / 4" Grey Chat	Mulch		
	42,155 sf	Kentucky Bluegrass / <i>Poa pratensis</i>	sod		
	73,574 sf	Native Grass & Wildflower Mix / Native Grass & Wildflower Mix	Hydroseed		

EXISTING TREE NOTE:
EXISTING TREES NOT DISTURBED BY CONSTRUCTION SHALL REMAIN



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CARL N. BERG L.A.
SERIAL NO. 7162790
DATE: 15 MAY 2020

MCKAY WINKEL
SOUTH WEBER RV PARK

SITE PLAN

380 E Main St, Suite 204
Midway, UT 84049 ph. (801) 723-2000

DESIGN BY: CNB DATE: 15 MAY 2020 SHEET
DRAWN BY: CNB REV: L1

02/04/2021

City of South Weber

Attn: Brandon Jones

Re: Riverside RV Park – Landscaping Revisions

Dear Mr. Jones,

We respectfully submit revisions to the original Riverside RV Park landscaping plans for the reasons stated below.

1. We desire the park landscaping to blend in more with the natural environment on the northern (riverside) area of the project. By adding wood chips in that area, we will suppress weeds and keep the natural forest look we would like to keep.
2. Costs to create the original landscaping plan is considerably higher than planned and over budget. Changes to the drawings helps to reduce the cost.
3. We are not able to obtain a secondary water source for the site landscaping. The plan is to eliminate the amount of sod areas at the perimeter units to conserve city water, lower construction costs, and to blend the park landscaping with the native areas as stated above.

Feel free to contact me for questions. I can be reached on my cell phone (801) 318-5223.

Thank you,

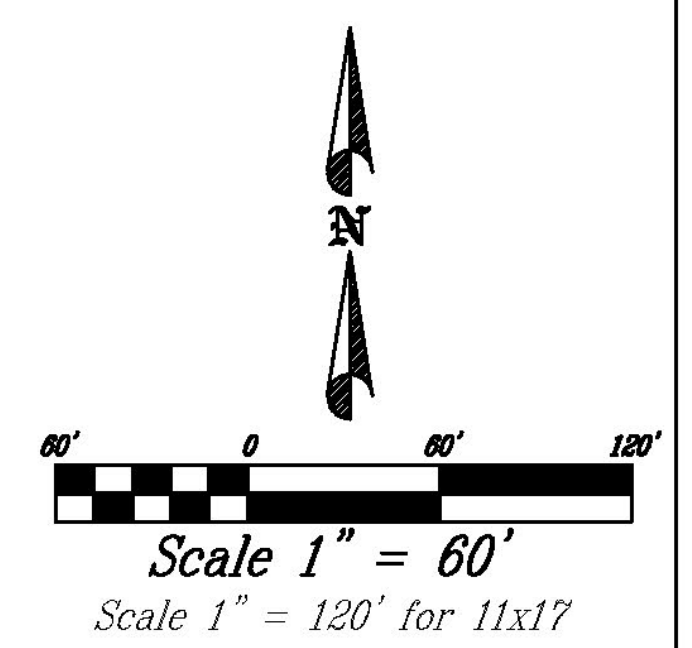
Mike Bird

Owners Representative
Riverside RV Park



PLANT SCHEDULE

TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
	15	American Hornbeam / <i>Carpinus caroliniana</i>	B&B	1.5"	Cal
	27	Autumn Blaze Maple / <i>Acer freemanii</i> 'Autumn Blaze'	B&B	1.5"	Cal
	10	Emerald Queen Maple / <i>Acer platanoides</i> 'Emerald Queen'	B&B	1.5"	Cal
	14	Maidenhair Tree / <i>Ginkgo biloba</i> 'Autumn Gold'™	B&B	1.5"	Cal
	25	River Birch / <i>Betula nigra</i>	B&B	1.5"	Cal
	9	Shademaster Locust / <i>Gleditsia triacanthos inermis</i> 'Shademaster'™	B&B	1.5"	Cal
EVERGREEN TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
	17	Austrian Pine / <i>Pinus nigra</i>	B&B		6'
	8	Emerald Green Arborvitae / <i>Thuja occidentalis</i> 'Smaragd'	B&B		4'
SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT		
	51	Black Lace Elderberry / <i>Sambucus nigra</i> 'Black Lace'	2 gal		
	23	Blue Mist Shrub / <i>Caryopteris x clandonensis</i> 'Dark Knight'	2 gal		
	15	Creeping Mahonia / <i>Mahonia repens</i>	2 gal		
	13	Dwarf Korean Lilac / <i>Syringa meyeri</i> 'Palibin'	2 gal		
	43	Dwarf Variegated Dogwood / <i>Cornus alba</i> 'Variegata'	2 gal		
	85	Fine Line Buchthorn / <i>Rhamnus frangula</i> 'Fine Line'	2 gal		
	42	Gro-Low Fragrant Sumac / <i>Rhus aromatica</i> 'Gro-Low'	2 gal		
	52	Japanese Spiraea / <i>Spiraea japonica</i> 'Anthony Waterer'	2 gal		
	44	Mugo Pine / <i>Pinus mugo</i> 'Slowmound'	2 gal		
	63	Northern Gold Forsythia / <i>Forsythia x 'Northern Gold'</i>	2 gal		
	40	Purple Leaf Sand Cherry / <i>Prunus x cistena</i>	2 gal		
	30	Red Leaf Japanese Barberry / <i>Berberis thunbergii</i> 'Atropurpurea'	2 gal		
	49	Spiraea / <i>Spiraea japonica</i> 'Goldmound'	2 gal		
ANNUALS/PERENNIALS	QTY	COMMON / BOTANICAL NAME	CONT		
	18	Emerald Blue Moss Phlox / <i>Phlox subulata</i> 'Emerald Blue'	1 gal		
	5	Stella de Oro Daylily / <i>Hemerocallis x 'Stella de Oro'</i>	1 gal		
	12	Stonecrop / <i>Sedum spurium</i> 'Red Carpet'	1 gal		
	4	Variegated Goutweed / <i>Aegopodium podagraria</i> 'Variegatum'	1 gal		
GRASSES	QTY	COMMON / BOTANICAL NAME	CONT		
	33	Blue Oat Grass / <i>Helictotrichon sempervirens</i>	1 gal		
	151	Feather Reed Grass / <i>Calamagrostis x acutiflora</i> 'Karl Foerster'	1 gal		
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT		
	50,891 sf	(Owner Supplied wood mulch) / 4" Wood Mulch WDewitt Pro-5 Weed Barrier	Mulch		
	17,000 sf	2"-4" Calico Cobble Rock / 2"-4" Calico Cobble Rock WDewitt Pro-5 Weed Barrier	Mulch		
	57,003 sf	Grey Chat / 4" Grey Chat	Mulch		
	20,344 sf	Kentucky Bluegrass / <i>Poa pratensis</i>	Hydroseed		
	30,637 sf	Kentucky Bluegrass / <i>Poa pratensis</i>	sod		



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CARL N. BERG L.A.
SERIAL NO. 7162780
DATE: 19 JAN 2021

MCKAY WINKEL
SOUTH WEBER RV PARK

SITE PLAN

380 E Main St, Suite 204
Midway, Ut 84049 ph. (801) 723-2000

DESIGN BY: CNB DATE: 26 JAN 2021 SHEET L1
DRAWN BY: CNB REV:

EDGING NOTE:
INSTALL METAL EDGING AT ANY LOCATION WHERE NATIVE GRASS MEETS OTHER MATERIALS.



PLANT SCHEDULE L02

TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL
	8	Autumn Blaze Maple / Acer freemanii 'Autumn Blaze'	B&B	1.5' Cal
	1	Emerald Queen Maple / Acer platanoides 'Emerald Queen'	B&B	1.5' Cal
	4	Maidenhair Tree / Ginkgo biloba 'Autumn Gold' TM	B&B	1.5' Cal
	9	River Birch / Betula nigra	B&B	1.5' Cal
	1	Shademaster Locust / Gleditsia triacanthos inermis 'Shademaster' TM	B&B	1.5' Cal
EVERGREEN TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL
	8	Austrian Pine / Pinus nigra	B&B	
	3	Emerald Green Arborvitae / Thuja occidentalis 'Smaragd'	B&B	
SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT	
	21	Black Lace Elderberry / Sambucus nigra 'Black Lace'	2 gal	
	15	Blue Mist Shrub / Caryopteris x clandonensis 'Dark Knight'	2 gal	
	6	Creeping Mahonia / Mahonia repens	2 gal	
	13	Dwarf Korean Lilac / Syringa meyeri 'Palibin'	2 gal	
	27	Dwarf Variegated Dogwood / Cornus alba 'Variegata'	2 gal	
	11	Fine Line Buchthorn / Rhamnus frangula 'Fine Line'	2 gal	
	18	Gro-Low Fragrant Sumac / Rhus aromatica 'Gro-Low'	2 gal	
	18	Japanese Spirea / Spiraea japonica 'Anthony Waterer'	2 gal	
	28	Mugo Pine / Pinus mugo 'Slowmound'	2 gal	
	27	Northern Gold Forsythia / Forsythia x 'Northern Gold'	2 gal	
	15	Purple Leaf Sand Cherry / Prunus x cistena	2 gal	
	18	Red Leaf Japanese Barberry / Berberis thunbergii 'Atropurpurea'	2 gal	
	23	Spiraea / Spiraea japonica 'Goldmound'	2 gal	
ANNUALS/PERENNIALS	QTY	COMMON / BOTANICAL NAME	CONT	
	6	Emerald Blue Moss Phlox / Phlox subulata 'Emerald Blue'	1 gal	
	6	Stoncrop / Sedum spurium 'Red Carpet'	1 gal	
	2	Variegated Goutweed / Aegopodium podagraria 'Variegatum'	1 gal	
GRASSES	QTY	COMMON / BOTANICAL NAME	CONT	
	18	Blue Oat Grass / Helictotrichon sempervirens	1 gal	
	85	Feather Reed Grass / Calamagrostis x acutiflora 'Karl Foerster'	1 gal	
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT	
	1,826 sf	(Owner Supplied wood mulch) 4" Wood Mulch W/Dewitt Pro-5 Weed Barrier	Mulch	
	5,118 sf	2"-4" Calico Cobble Rock / 2"-4" Calico Cobble Rock W/Dewitt Pro-5 Weed Barrier	Mulch	
	10,539 sf	Grey Chat / 4" Grey Chat	Mulch	
	20,344 sf	Kentucky Bluegrass / Poa pratensis	Hydroseed	
	7,612 sf	Kentucky Bluegrass / Poa pratensis	Sod	

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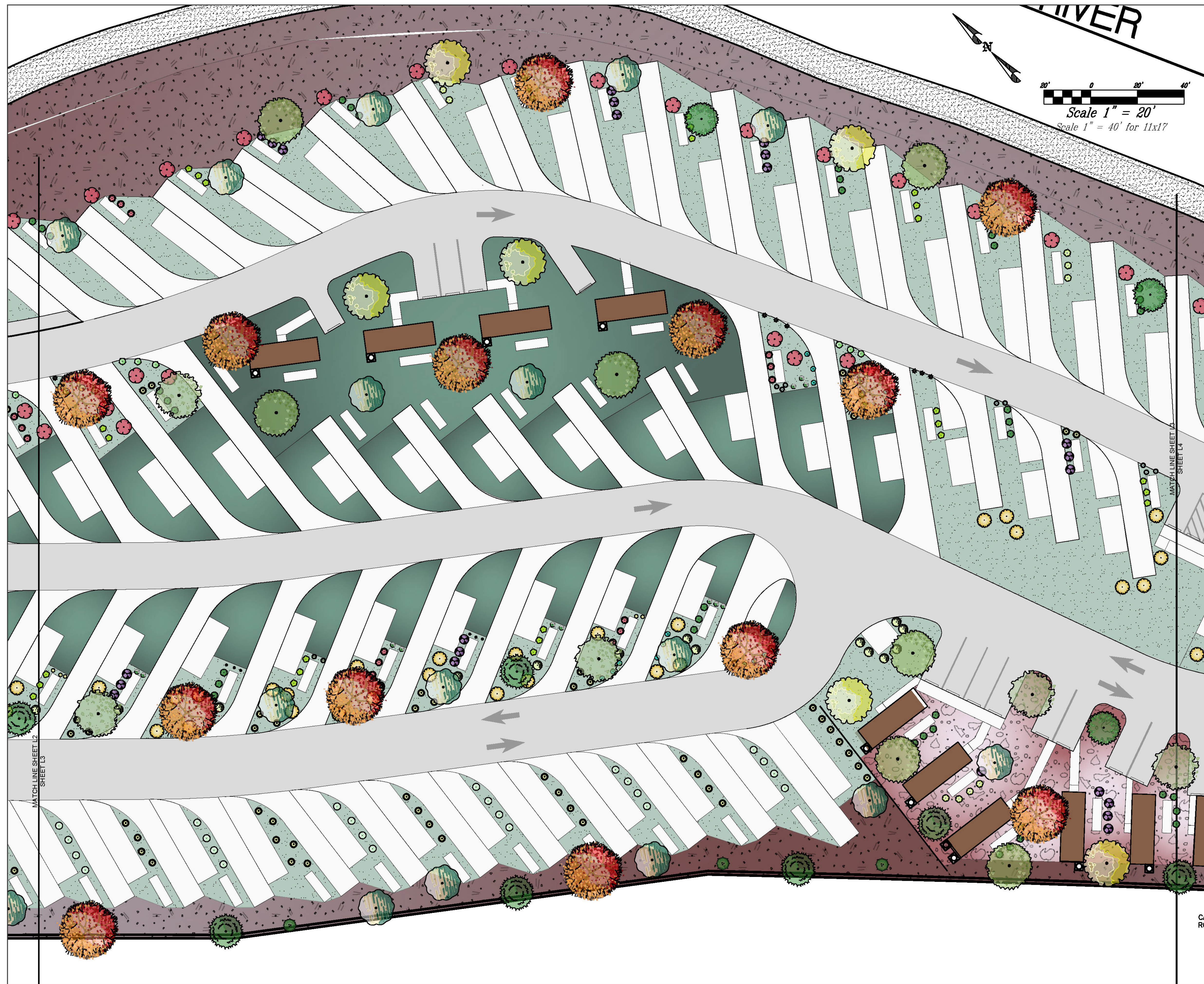
CARL N. BERG L.A.
SERIAL NO. 7162790
DATE: 19 JAN 2021

MCKAY WINKEL
SOUTH WEBER RV PARK

PLANTING PLAN

380 E Main St, Suite 204
Midway, Ut 84049 ph. (801) 723-2000

DESIGN BY: CNB DATE: 19 JAN 2021 SHEET
DRAWN BY: CNB REV: L2



Scale 1" = 20'
Scale 1" = 40' for 11x17

PLANT SCHEDULE LOG

TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL
	7	American Hornbeam / <i>Carpinus caroliniana</i>	88B	1.5' Cal
	19	Autumn Blaze Maple / <i>Acer freemanii</i> 'Autumn Blaze'	88B	1.5' Cal
	3	Emerald Queen Maple / <i>Acer platanoides</i> 'Emerald Queen'	88B	1.5' Cal
	6	Maidenhair Tree / <i>Ginkgo biloba</i> 'Autumn Gold'™	88B	1.5' Cal
	15	River Birch / <i>Betula nigra</i>	88B	1.5' Cal
	5	Shademaster Locust / <i>Gleditsia tracanthos</i> inermis 'Shademaster'™	88B	1.5' Cal
EVERGREEN TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL
	5	Austrian Pine / <i>Pinus nigra</i>	88B	
	3	Emerald Green Arborvitae / <i>Thuja occidentalis</i> 'Smaragd'	88B	
SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT	
	23	Black Lace Elderberry / <i>Sambucus nigra</i> 'Black Lace'	2 gal	
	8	Blue Mist Shrub / <i>Caryopteris x standanensis</i> 'Dark Knight'	2 gal	
	9	Creeping Mahonia / <i>Mahonia repens</i>	2 gal	
	14	Dwarf Variegated Dogwood / <i>Cornus alba</i> 'Variegata'	2 gal	
	43	Fine Line Buchthorn / <i>Rhamnus frangula</i> 'Fine Line'	2 gal	
	24	Gro-Low Fragrant Sumac / <i>Rhus aromatica</i> 'Gro-Low'	2 gal	
	10	Japanese Spirea / <i>Spiraea japonica</i> 'Anthony Waterer'	2 gal	
	9	Mugo Pine / <i>Pinus mugo</i> 'Slowmound'	2 gal	
	27	Northern Gold Forsythia / <i>Forsythia x</i> 'Northern Gold'	2 gal	
	23	Purple Leaf Sand Cherry / <i>Prunus x cistena</i>	2 gal	
	12	Red Leaf Japanese Barberry / <i>Berberis thunbergii</i> 'Atropurpurea'	2 gal	
	26	Spirea / <i>Spiraea japonica</i> 'Goldmound'	2 gal	
ANNUALS/PERENNIALS	QTY	COMMON / BOTANICAL NAME	CONT	
	12	Emerald Blue Moss Phlox / <i>Phlox subulata</i> 'Emerald Blue'	1 gal	
	5	Stella de Oro Daylily / <i>Hemerocallis x</i> 'Stella de Oro'	1 gal	
	6	Stonecrop / <i>Sedum spuriatum</i> 'Red Carpet'	1 gal	
	2	Variegated Goutweed / <i>Aegopodium podagraria</i> 'Variegatum'	1 gal	
GRASSES	QTY	COMMON / BOTANICAL NAME	CONT	
	15	Blue Cat Grass / <i>Helictotrichon sempervirens</i>	1 gal	
	51	Feather Reed Grass / <i>Calamagrostis x acutiflora</i> 'Karl Foerster'	1 gal	
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT	
	12,918 sf	(Owner Supplied wood mulch) / 4" Wood Mulch W/Dewitt Pro-5 Weed Barrier	Mulch	
	5,783 sf	2"-4" Calico Cobble Rock / 2"-4" Calico Cobble Rock W/Dewitt Pro-5 Weed Barrier	Mulch	
	31,060 sf	Grey Chalk / 4" Grey Chalk	Mulch	
	23,026 sf	Kentucky Bluegrass / <i>Poa pratensis</i>	sod	

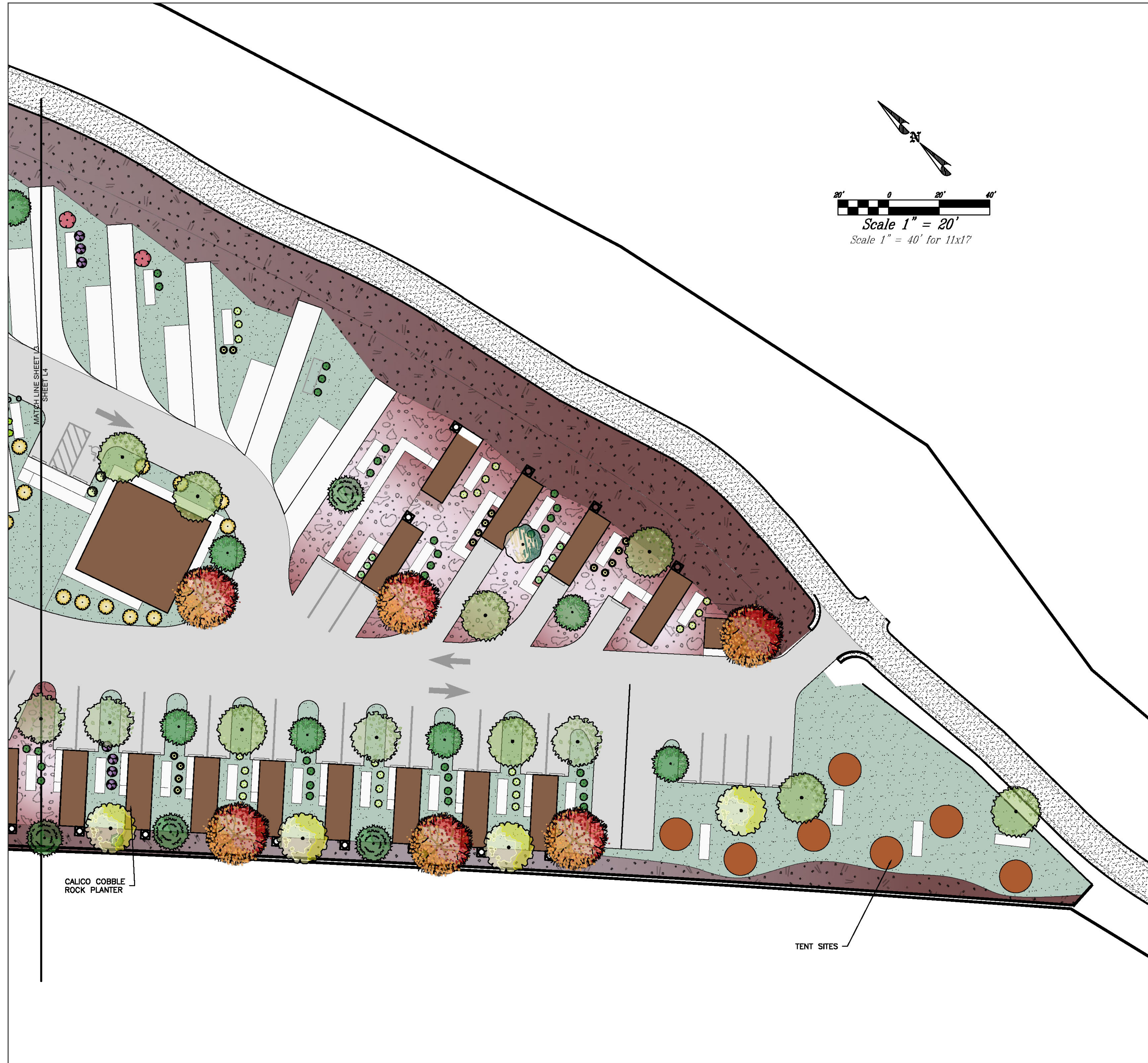
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CARL N. BERG L.A.
SERIAL NO. 7162790
DATE: 19 JAN 2021

MCKAY WINKEL
SOUTH WEBER RV PARK

PLANTING PLAN

380 E Main St, Suite 204
Midway, Ut 84049 ph. (801) 723-2000

DESIGN BY: CNB	DATE: 19 JAN 2021	SHEET
DRAWN BY: CNB	REV:	L3



PLANT SCHEDULE L04

TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
	8	American Hornbeam / <i>Carpinus caroliniana</i>	B&B	1.5"	Cal
	6	Autumn Blaze Maple / <i>Acer freemanii</i> 'Autumn Blaze'	B&B	1.5"	Cal
	6	Emerald Queen Maple / <i>Acer platanoides</i> 'Emerald Queen'	B&B	1.5"	Cal
	4	Maidenhair Tree / <i>Ginkgo biloba</i> 'Autumn Gold'™	B&B	1.5"	Cal
	1	River Birch / <i>Betula nigra</i>	B&B	1.5"	Cal
	3	Shademaster Locust / <i>Gleditsia triacanthos inermis</i> 'Shademaster'™	B&B	1.5"	Cal
EVERGREEN TREES	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
	4	Austrian Pine / <i>Pinus nigra</i>	B&B		6'
	2	Emerald Green Arborvitae / <i>Thuja occidentalis</i> 'Smaragd'	B&B		4'
SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT		
	7	Black Lace Elderberry / <i>Sambucus nigra</i> 'Black Lace'	2 gal		
	2	Dwarf Variegated Dogwood / <i>Cornus alba</i> 'Variegata'	2 gal		
	31	Fine Line Buchthorn / <i>Rhamnus frangula</i> 'Fine Line'	2 gal		
	23	Japanese Spirea / <i>Spiraea japonica</i> 'Anthony Waterer'	2 gal		
	7	Mugo Pine / <i>Pinus mugo</i> 'Slowmound'	2 gal		
	9	Northern Gold Forsythia / <i>Forsythia x 'Northern Gold'</i>	2 gal		
	2	Purple Leaf Sand Cherry / <i>Prunus x cistena</i>	2 gal		
GRASSES	QTY	COMMON / BOTANICAL NAME	CONT		
	15	Feather Reed Grass / <i>Calamagrostis x acutiflora</i> 'Karl Foerster'	1 gal		
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT		
	3,773 sf	(Owner Supplied wood mulch) / 4" Wood Mulch W/Dewitt Pro-5 Weed Barrier	Mulch		
	6,099 sf	2"-4" Calico Cobble Rock / 2"-4" Calico Cobble Rock W/Dewitt Pro-5 Weed Barrier	Mulch		
	15,403 sf	Grey Chat / 4" Grey Chat	Mulch		

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 CARL N. BERG L.A.
 SERIAL NO. 7162790
 DATE: 19 JAN 2021

CALICO COBBLE ROCK PLANTER

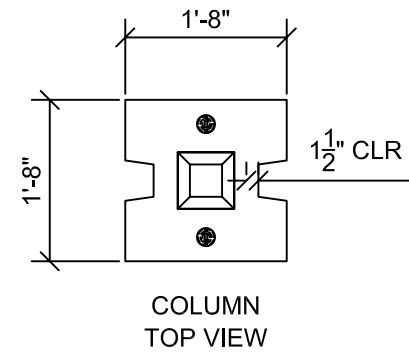
TENT SITES

MCKAY WINKEL
SOUTH WEBER RV PARK

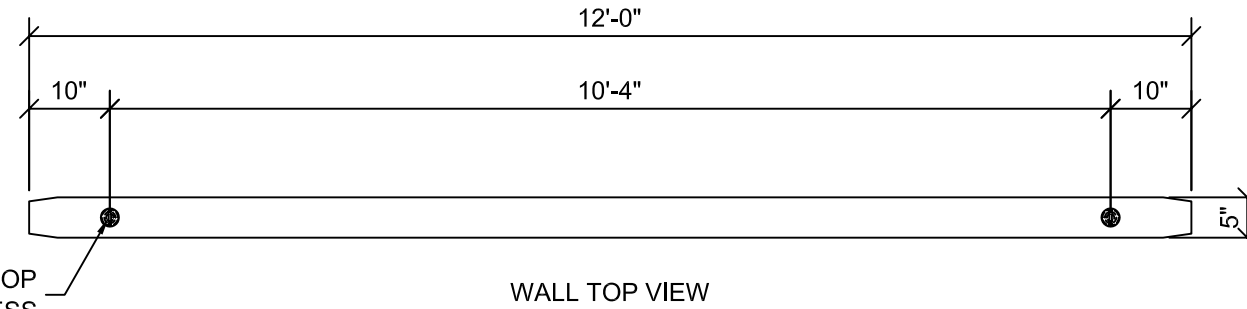
PLANTING PLAN

380 E Main St, Suite 204
Midway, Ut 84049 ph. (801) 723-2000

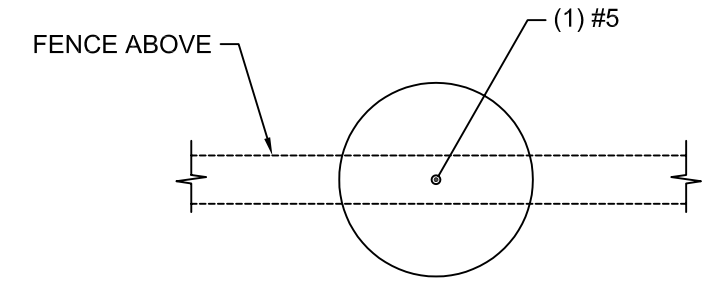
DESIGN BY: CNB	DATE: 19 JAN 2021	SHEET
DRAWN BY: CNB	REV:	L4



(2) 3/4"Øx6" B-16 COIL LOOP INSERTS W/ 1/2" RECESS



WALL TOP VIEW



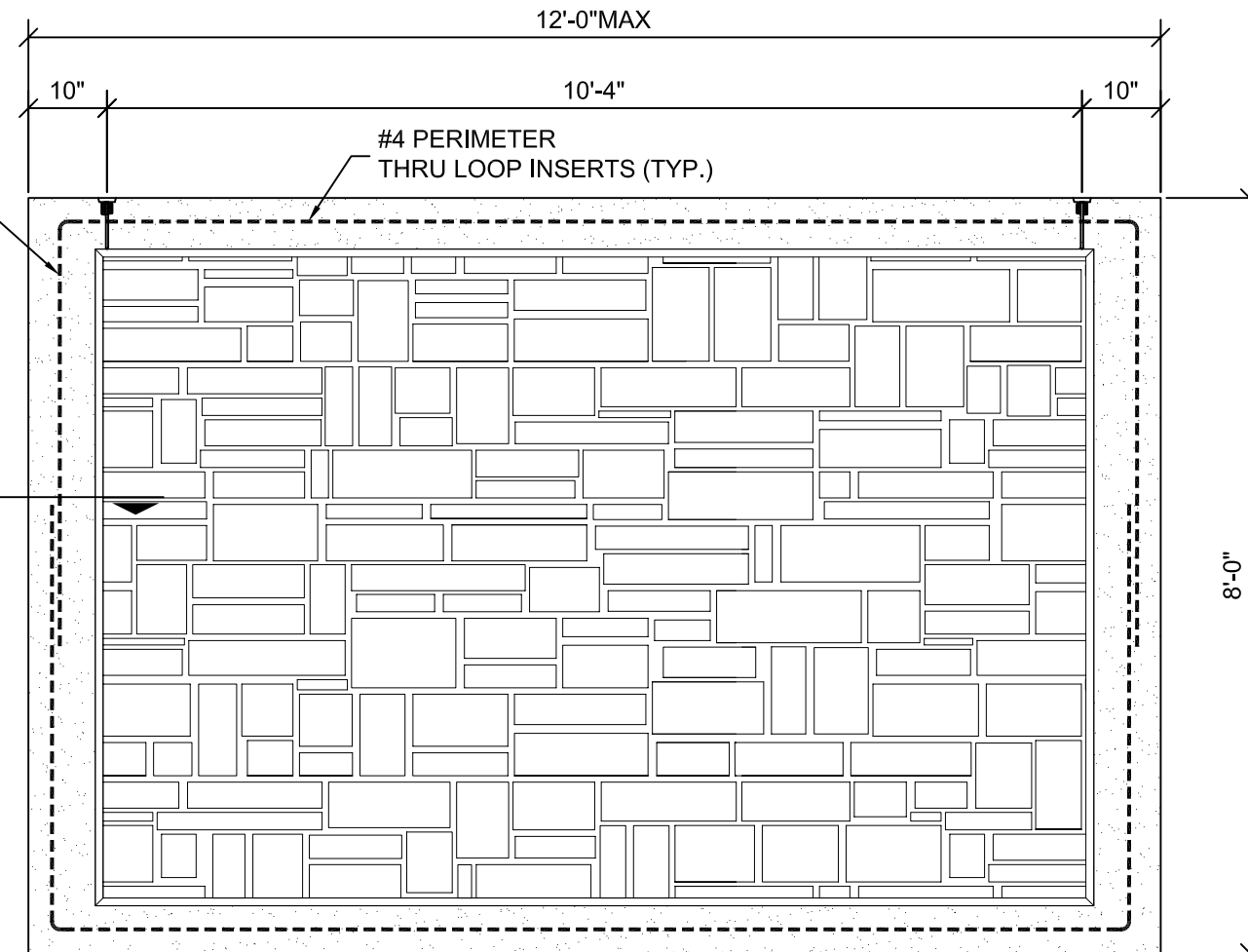
SECTION A

(2) 3/4"Øx6" B-16 COIL LOOP INSERTS W/ 1/2" RECESS

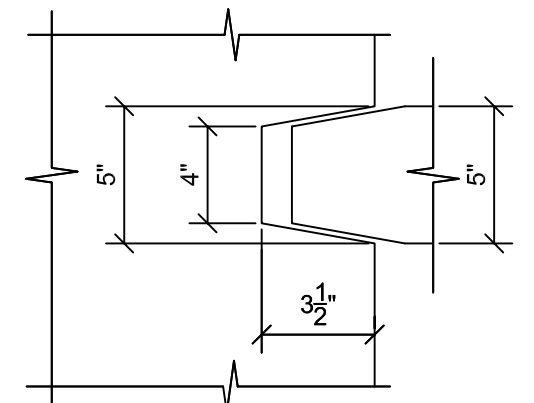
#4 REBAR @ PERIMETER CENTER OF PANEL THICKNESS 1/2" MIN. CLEAR ALL AROUND

B

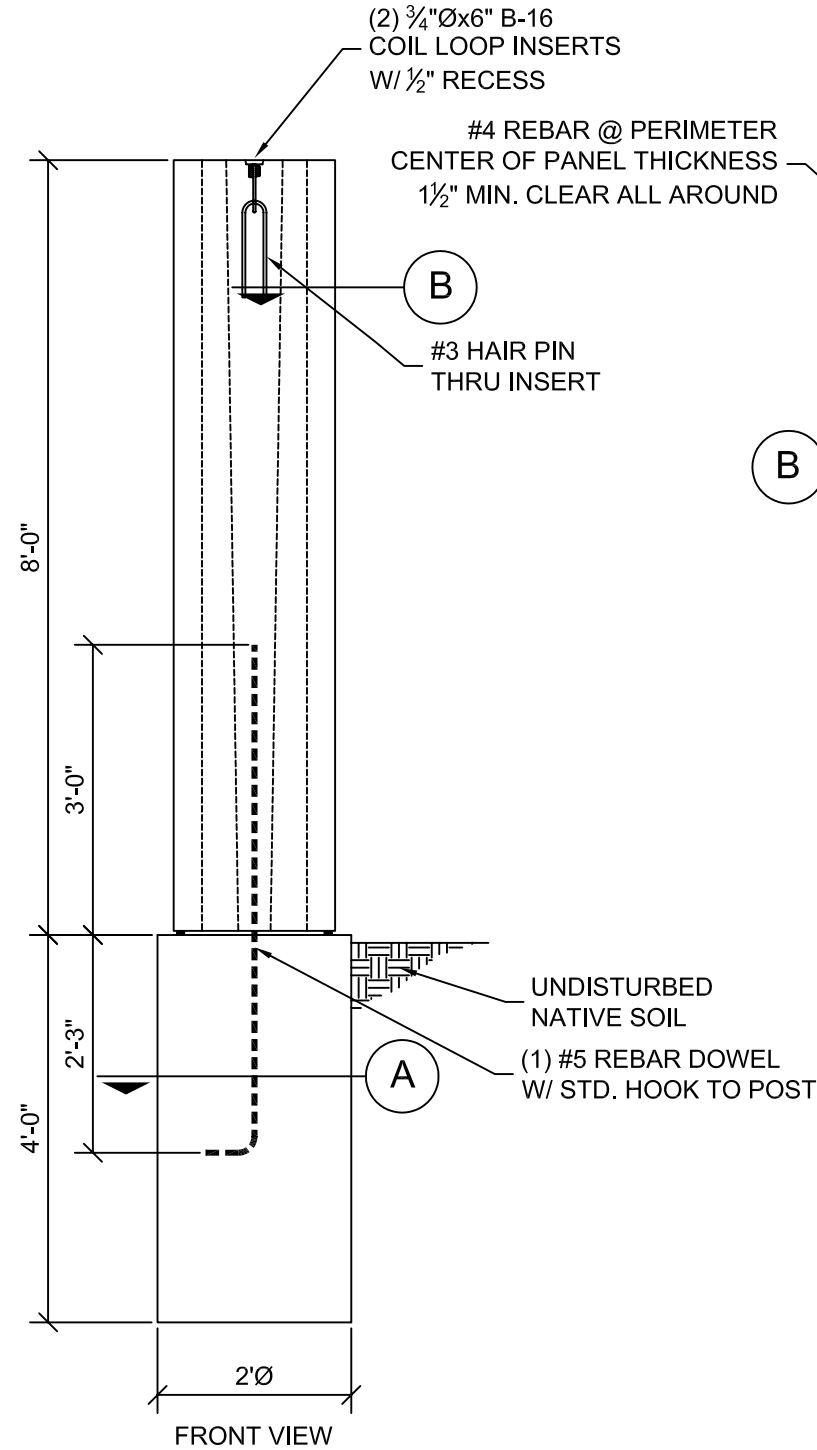
#3 HAIR PIN THRU INSERT



WALL FRONT VIEW



SECTION B



FRONT VIEW

UNDISTURBED NATIVE SOIL

(1) #5 REBAR DOWEL W/ STD. HOOK TO POST

A

NOTES:

1. POST AND PANEL CONCRETE TO BE 5000 PSI.
2. FOOTING CONCRETE TO BE 3000 PSI.
3. MINIMUM SOIL LATERAL BEARING ALLOWABLE: 150 PSF/FT. OF DEPTH BELOW GRADE
4. MINIMUM ALLOWABLE SOIL BEARING PRESSURE: 2000 PSF.
5. DIMENSIONS MAY BE REDUCED TO FIT PROJECT REQUIREMENTS.
6. GROUT BETWEEN POST AND FOOTING TO BE 2500 PSI.

TYP. 8' PANEL, PIER & POST

CONCRETE

$f_c = 5,000$ PSI	$f_{ci} = 2,500$ PSI
SLUMP: 4"-9"	FPU: N/A
FINISH: PATTERN	MIX: TBD
WEIGHT: 150 LBS. PCF.	AIR: 5%
VOLUME: TBD	SHIPPING WT: TBD



16500 SOUTH 500 WEST
BLUFFDALE, UTAH 84065
PHONE: (801) 571-5041
FAX: (801) 676-0115

SHEET TITLE:	CHECKED BY:
SOUND WALL	R.B.
DRAWN BY:	SHEET #
J.A.	F-4.2
DATE:	
3-1-10	



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

#9 RV Park

February 16, 2021

To Whom it May Concern:

This letter is to address the plan set for the Riverside RV Park in South Weber, Utah. The plans originally approved by the city on December 29th, 2020 showed a cable barrier to be placed in front of the proposed sound wall (Sheet D2/20). The placement of the cable barrier as shown in the design does not satisfy the placement requirements outlined in the Department's Standard Drawing BA 5B series. The desirable location would be a few feet off the existing shoulder of I-84, requiring UDOT to maintain this system after installation. Since the barrier itself is considered a hazard, and not having a crash history in the area to warrant barrier, it is recommended that the development does not do any work within the UDOT right-of-way for barrier or noise wall. This will help avoid unneeded maintenance and approval of the development for temporary access across the No Access (N/A) line which requires Federal Highway Association (FHWA) approval.

The Department's Standard Drawing SW 2 shows that the proposed noise wall may be placed at a distance of maximum required AASHTO clear zone or beyond without barrier, and placed at least 1 ft beyond the N/A line (property line). As the property line of the RV park is beyond the maximum clear zone of 38 ft (measured from the white shoulder line), and the area in question not having a significant crash history; the department is not requiring any barrier due to the development.

Sincerely,

A handwritten signature in blue ink that reads "David F. Alger".

David Alger
UDOT Region 1
Permit Engineer
(801) 620-1654
dalger@utah.gov

Brandon Jones

From: McKay Winkel <mckaywinkel@gmail.com> on behalf of McKay Winkel
Sent: Monday, February 22, 2021 5:16 PM
To: Brandon Jones
Subject: Re: Cable Fence at 855 E Cottonwood Dr and I84 - RV Park Development

Hey Brandon,

I should preface this with a little background. Maybe this should go to council as well.

We met onsite with UDOT a week or two ago for the cable fence. Their feedback was that placing the cable barrier that far from the freeway was not advisable and that it was in fact more of a hazard than safe. They said for the cable barrier to be effective, it needed to be up right next to the freeway if at all, but since the crash history at this site was so low, it wasn't even recommended there in the more effective location.

While UDOT recommends no barrier here, We still want to do something. We've come up with a solution that maintains safety (with a much stronger wall), simplicity (only one system), looks better, and isn't that much more expensive than what we had planned before.

We would like to do the fence/wall using the precast wall system from Olympus precast and ask that that be allowed in place of the cable fence and Rhinorock wall. Olympus says they've never seen a car go through a panel before. Cars have hit them many times, but the car never went through. They are solid precast concrete. This wall will still be an opaque masonry style wall per the DA and will still add safety to an area that UDOT recommends no barrier.

Hope that helps. Still give me a call and we can discuss what else needs to be submitted.

Thanks,

On Mon, Feb 22, 2021 at 4:17 PM David Alger <dalger@utah.gov> wrote:

Attached is the letter from UDOT regarding the proposed cable barrier along I-84 due to the development of the RV Park on the north side. Please let me know if you have any questions or concerns. Thanks.

David Alger, PE
UDOT Region One Permit Engineer
(801) 620-1654 (Office)

On Mon, Feb 22, 2021 at 1:11 PM McKay Winkel <mckaywinkel@gmail.com> wrote:

Hey David,

Don't mean to bother you, but curious if you have an updated time frame on when we should expect the letter? Thanks again.

McKay

RESOLUTION 21-16
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AMENDING
THE RIVERSIDE RV PARK DEVELOPMENT AGREEMENT

WHEREAS, a development agreement for Riverside RV Park was approved and subsequently recorded on November 5, 2020; and

WHEREAS, the developer has requested two changes to the original agreement namely, 1) a change in landscaping plans and 2) a change in fencing; and

WHEREAS, the development was unable to secure secondary water and will be cultivating landscape with culinary water; and

WHEREAS, water-wise landscaping would be in the best interest of both the developer and the city; and

WHEREAS, UDOT indicated the cable barrier originally approved by Council would be a hazard and is not therefore recommended; and

WHEREAS, the proposed eight foot solid concrete sound wall would provide safety and aesthetics mitigating the city’s initial concerns;

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

Section 1. Approval: The First Amendment to the Development Agreement for Riverside RV Park in South Weber City presented in Exhibit 1 is hereby approved.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day of March 2021.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1

**FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT
FOR RIVERSIDE RV PARK
IN SOUTH WEBER CITY**

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

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR RIVERSIDE RV PARK IN SOUTH WEBER CITY**

This FIRST AMENDMENT to the Development Agreement for the Riverside RV Park in South Weber, Utah, is made an entered into as of this ____ day of _____, 2021, by and between F.M. WINKEL FAMILY L.L.C., a Utah limited liability company, having its principal business address as 3651 North 100 East #125, Provo, Utah (hereinafter referred to as “Owner”), and SOUTH WEBER CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), of 1600 East South Weber Drive, South Weber, UT 84405. Owner and City are heretofore individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, the Parties previously entered into that certain Development Agreement for Riverside RV Park in South Weber City dated June 9, 2020 (“Development Agreement”), providing for the development of a Recreational Vehicle Park within South Weber City; and

WHEREAS, the Owner has proposed certain changes to the landscaping and fencing requirements of the Development Agreement; and

WHEREAS, the Parties have determined that it is in the best interest of the City and its residents and will promote the public welfare to amend certain provisions of the Development Agreement as it relates to landscaping and fencing;

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

Section 1. Amendment. Section 17 of the Development Agreement is hereby amended to read in its entirety as follows:

17. **Landscaping**. All proposed landscaping shall be substantially installed prior to the granting of Occupancy and shall be in accordance with the approved Landscape Plans, dated January 26, 2021, by Berg Landscape Architects. The removal of existing trees and shrubs shall be directed by a licensed or certified arborist.

Section 2. Amendment. Section 19 of the Development Agreement is hereby amended to read in its entirety as follows:

19. **Approval of Setbacks**. City hereby grants Owner and the Property the exception provided in Section 10-7F-2(B)(2) of the City Code to allow trailers, service buildings, or structures to be placed within seventy-five feet (75') but not closer than three feet (3') to the boundary line nearest to or adjoining Interstate 84. In exchange, Developer agrees to construct a barrier along the property line that borders the Interstate 84 right-of-way line. It is agreed that the fencing along the I-84 Right-of-Way line shall not be vinyl nor chain link fencing. The barrier shall consist of an 8' tall solid precast concrete sound wall substantially similar to the wall shown in Exhibit D.

Section 3. Amendment. The Development Agreement is hereby amended to add an Exhibit D, Sound Wall Drawing, attached hereto and incorporated herein by reference.

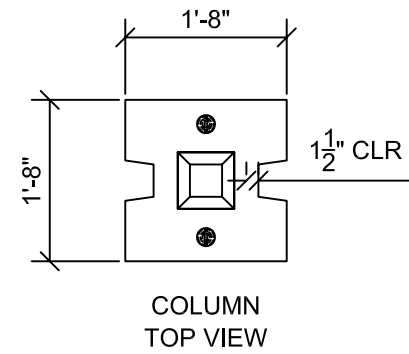
Section 4. Other Terms and Provisions Not Affected. The other terms and provisions of the Development Agreement shall remain in full force and effect without amendment.

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be duly executed on or as of the day and year first above written.

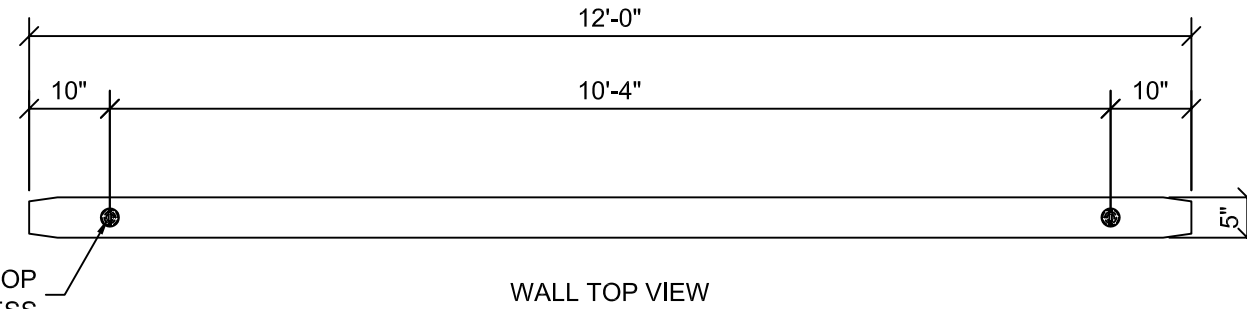
[Signature Pages Follow]

EXHIBIT D

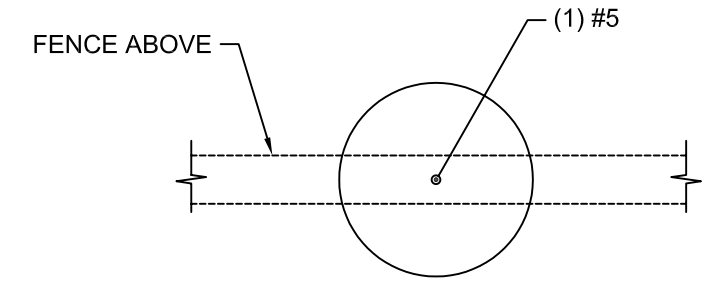
#9 RV Park



(2) 3/4"Øx6" B-16 COIL LOOP INSERTS W/ 1/2" RECESS



WALL TOP VIEW



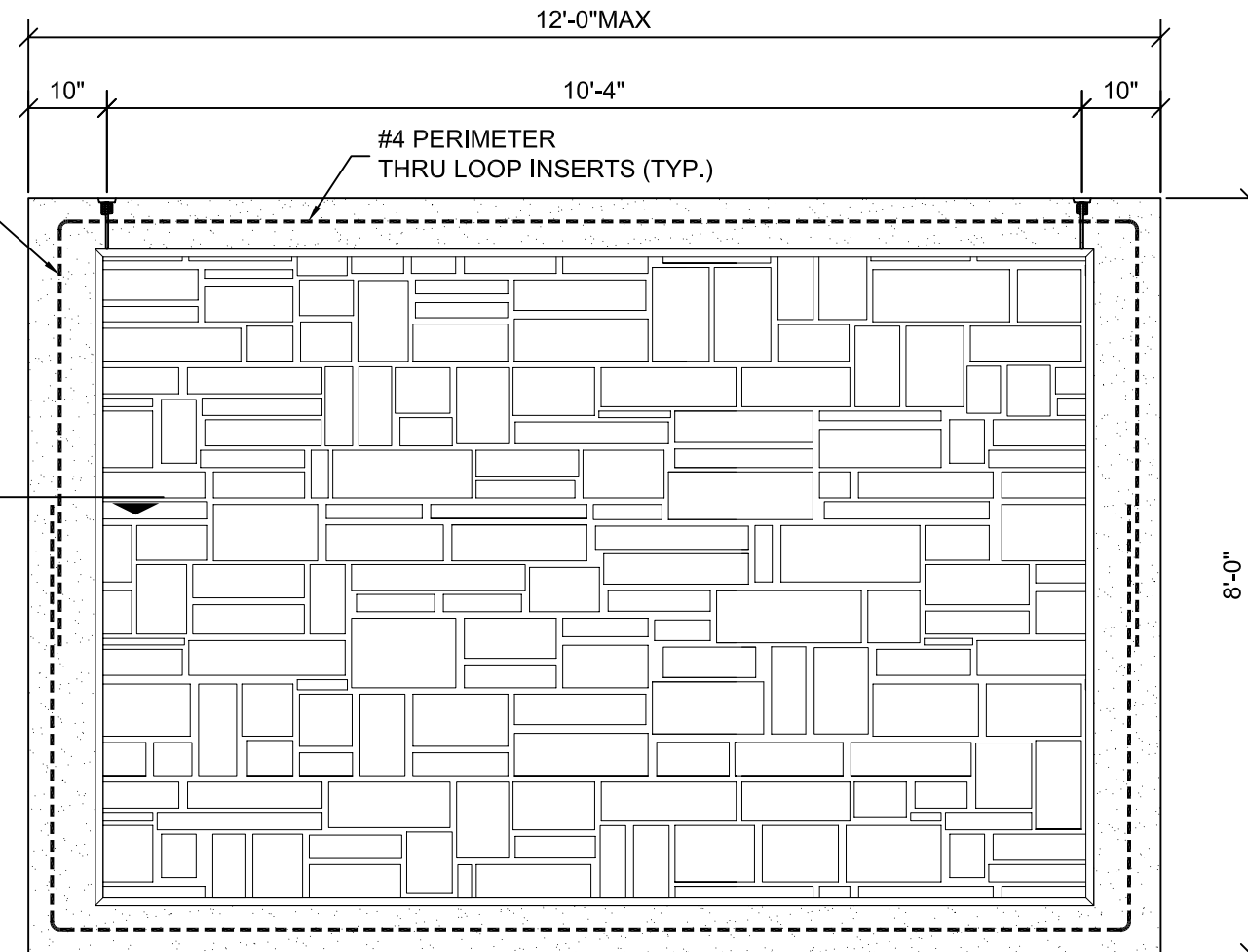
SECTION A

(2) 3/4"Øx6" B-16 COIL LOOP INSERTS W/ 1/2" RECESS

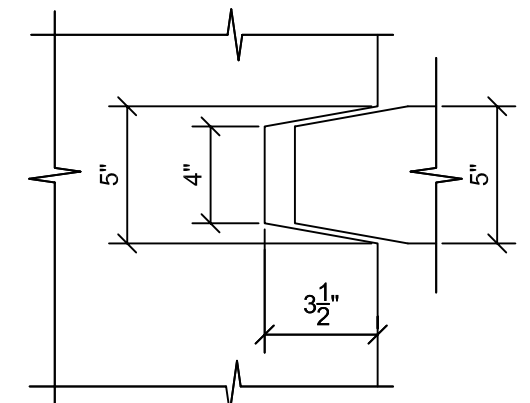
#4 REBAR @ PERIMETER CENTER OF PANEL THICKNESS 1/2" MIN. CLEAR ALL AROUND

B

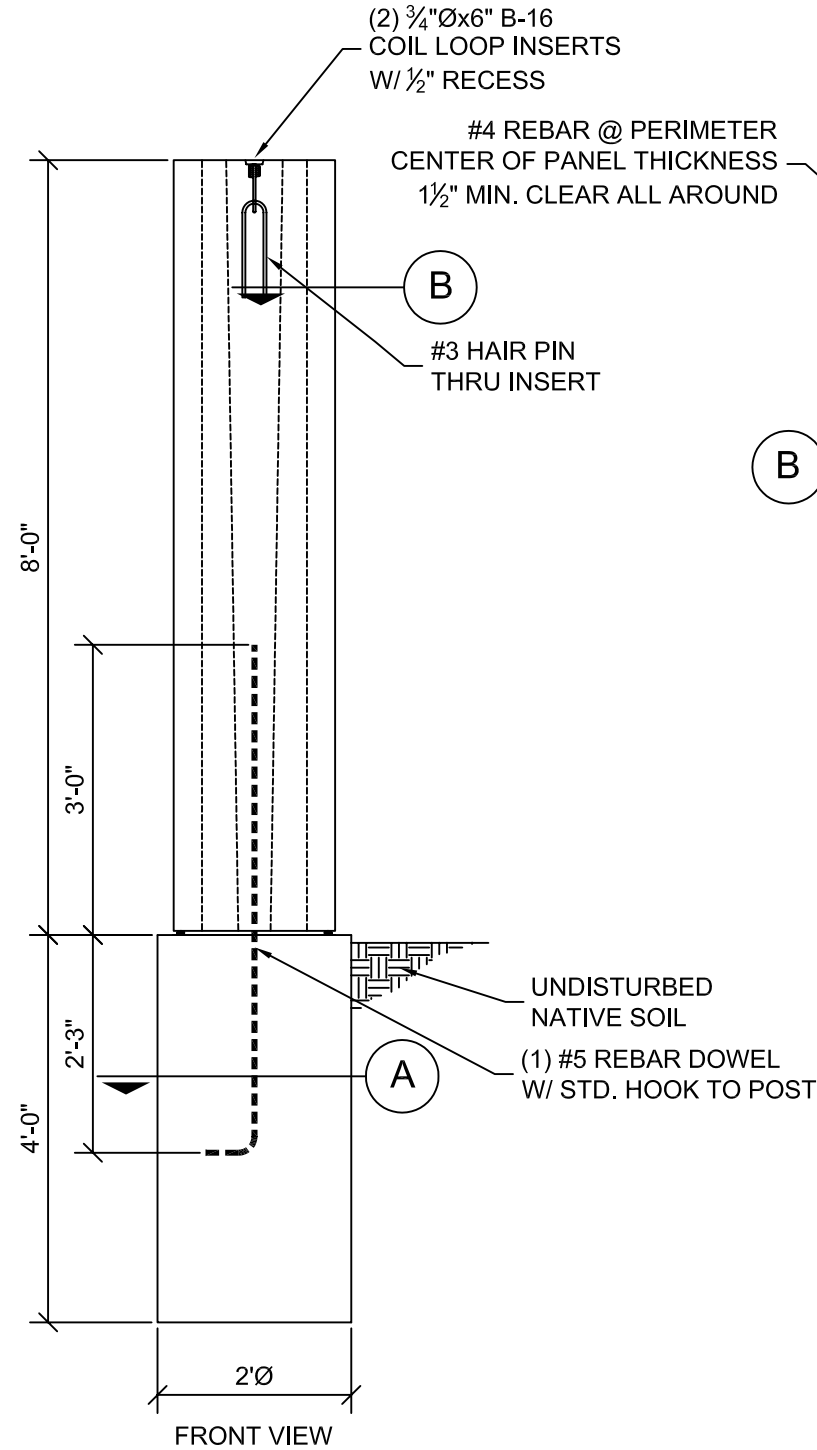
#3 HAIR PIN THRU INSERT



WALL FRONT VIEW



SECTION B



FRONT VIEW

UNDISTURBED NATIVE SOIL

(1) #5 REBAR DOWEL W/ STD. HOOK TO POST

A

NOTES:

1. POST AND PANEL CONCRETE TO BE 5000 PSI.
2. FOOTING CONCRETE TO BE 3000 PSI.
3. MINIMUM SOIL LATERAL BEARING ALLOWABLE: 150 PSF/FT. OF DEPTH BELOW GRADE
4. MINIMUM ALLOWABLE SOIL BEARING PRESSURE: 2000 PSF.
5. DIMENSIONS MAY BE REDUCED TO FIT PROJECT REQUIREMENTS.
6. GROUT BETWEEN POST AND FOOTING TO BE 2500 PSI.

TYP. 8' PANEL, PIER & POST

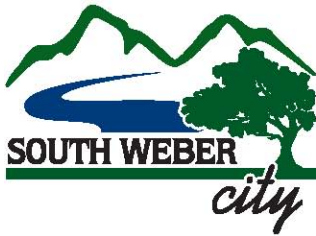
CONCRETE

$f_c = 5,000$ PSI	$f_{ci} = 2,500$ PSI
SLUMP: 4"-9"	FPU: N/A
FINISH: PATTERN	MIX: TBD
WEIGHT: 150 LBS. PCF.	AIR: 5%
VOLUME: TBD	SHIPPING WT: TBD

OWELL
PRECAST

16500 SOUTH 500 WEST
BLUFFDALE, UTAH 84065
PHONE: (801) 571-5041
FAX: (801) 676-0115

SHEET TITLE:	CHECKED BY:
SOUND WALL	R.B.
DRAWN BY:	SHEET #
J.A.	F-4.2
DATE:	
3-1-10	



Agenda Item Introduction

Council Meeting Date: 03-09-2021

Name: David Larson

Agenda Item: Digital Sign Upgrade

Background: CARES money is available and has been allocated for the upgrading of the City's digital sign in front of Maverik. The Public Safety Committee was tasked with researching and evaluating options related to improve the quality and safety of the sign through relocation, raising, or retaining its current location.

The Public Safety Committee recommends upgrading the sign in its current location and increasing the safety of the area by working with UDOT to reduce the South Weber Drive Speed Limit to 35mph and placing at least one flashing speed limit sign for traffic heading west on South Weber Drive (SW Dr).

The Committee evaluated the following ideas in its deliberation process before settling on the recommendation above:

- Location Options
 - o Current location
 - o Diagonal northeast across the intersection from current location
 - o North side of SW Dr on Staker Parson property near the berm
 - o South side of SW Dr close to the storage sheds
- Placing the Sign on a Pole
 - o All locations above were also considered for a pole sign
- Improving Safety at Current Intersection
 - o Lower SW Dr speed limit to 35 or 40 mph
 - o Convert far-right lane on SW Dr approaching 2700 E intersection into a right turn only lane
 - o Move the north bound 2700 East stop line forward
 - o Convert the far-right lane on 2700 E approaching SW Dr into a no right turn on red

- Adding flashing speed limit signs on SW Dr west bound
- Add reflective circular mirror on southeast corner of SW Dr/2700 East intersection

The committee determined that visibility of the sign is best in its current location. Other options were not permitted by UDOT or didn't fulfill the visibility purpose of the sign.

A pole sign is the most expensive option for the City and removes the donated work and character of the sign provided by members of the community.

Sight line concerns are alleviated with a lower speed limit. Flashing signs would increase awareness and hopefully compliance with speed limit laws. The stop line was moved forward by UDOT previously as far as they are willing to move it. Right turn on red and right turn only options are more drastic measures that the committee felt are not needed now but could be reevaluated as traffic increases in the area due to continued development.

Summary: Consider Digital Sign Upgrade Recommendation

Budget Amendment: na

Procurement Officer Review: Budgeted amount \$ Bid amount \$

Committee Recommendation: Upgrade in place with reduced SW Dr speed limit and flashing speed limit sign west bound

Planning Commission Recommendation: na

Staff Recommendation: na

Attachments: na