

SOUTH WEBER CITY LBA/COUNCIL AGENDA

Watch live, or at your convenience.

<https://www.youtube.com/c/southwebercityut>

PUBLIC NOTICE is hereby given that the Local Building Authority of South Weber City will hold a board meeting commencing at 6:00 p.m. on Tuesday, July 25, 2023, in the Council Chambers at 1600 E. South Weber Dr. which will be followed immediately by a City Council meeting.

LOCAL BUILDING AUTHORITY BOARD MEETING

1. June 13 Minutes
- 2. Public Hearing on Bonds to Be Issued**
3. Adjourn and Convene City Council Meeting

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

1. Pledge of Allegiance: Mayor Westbrook
2. Prayer: Councilman Dills
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 & city and direct comments to the entire Council (They will not respond).

PRESENTATIONS

4. New Employees Introduction
5. Public Works Facility Project Overview

ACTION ITEMS

6. June 27 Minutes
7. Resolution 23-33: Crosswinds Final Plat and Development Agreement
8. Resolution 23-34: Emergency Medical Services Physician Medical Director

DISCUSSION ITEMS

9. Highway 89 Closure Event Review

REPORTS

10. New Business
11. Council & Staff
12. 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 City Recorder for the municipality of South Weber City hereby certifies that a copy of the foregoing notice was mailed/emailed/posted to: City Office building, Family Activity Center, City Website <http://southwebercity.com/>, Utah Public Notice website <https://www.utah.gov/pmn/index.html>, Mayor and Council, and others on the agenda.

DATE: 07-18-2023

CITY RECORDER: Lisa Smith

SOUTH WEBER CITY LOCAL BUILDING AUTHORITY BOARD MEETING

DATE OF MEETING: 13 June 2023

TIME COMMENCED: 6:15 p.m.

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

PRESENT: PRESIDENT: Rod Westbroek

VICE PRESIDENT: Blair Halverson

BOARD MEMBERS: Hayley Alberts
Joel Dills
Angie Petty
Quin Soderquist

CITY MANAGER: David Larson

FINANCE DIRECTOR: Mark McRae

COMMUNITY SERVICES DIR: Trevor Cahoon

COMMUNITY SERVICES ASST: Shaelee King

CITY ATTORNEY: Jayme Blakesley

CITY ENGINEER: Brandon Jones

CITY RECORDER: Lisa Smith

Minutes: Michelle Clark

ATTENDEES: Paul Sturm, Julie Losee, Lincoln Dygert, Debbie Dygert, Mark Anderson, Jeff Clouse, Henry DeVarona, Jeremy Davis, Stacey Eddings, and Brandon Johnson.

- 1. Resolution LBA 23-01: Creation of the Local Building Authority of South Weber City, Utah along with Articles of Incorporation and Bylaws:** City Manager David Larson announced the city’s financial advisor and bond counsel were in attendance to answer any questions the City Council may have regarding the steps the city needs to take to prepare for bonding for the construction of the Public Works Facility. He noted the City Council is the Board of Directors and is able to act as the Local Building Authority (LBA).

Brandon Johnson explained the LBA is a mechanism the legislature put in place for cities to allow the Local Building Authority to issue bonds. The city itself enters into a leasing agreement with the LBA. City Council members function as the Board Members. The LBA is created as a

non-profit organization and will take action to authorize issuance of bonds. The City Council will also approve the bonds. This resolution does not obligate the city but can also be used for future projects.

Mark Anderson of Zions Bank explained the LBA enters into a lease agreement with the city which will also be presented for approval by the City Council. He noted the building itself will be collateral for the loan. It does not encumber other bonding avenues such as the city’s sales tax, water, or sewer etc.

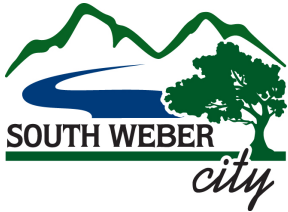
Board Member Petty moved to approve LBA Resolution 23-01: Creation of the Local Building Authority of South Weber City, Utah along with Articles of Incorporation and Bylaws. Board Member Soderquist seconded the motion. President Westbrook called for a roll call vote. President Westbrook, Vice President Halverson, and Board Members Alberts, Dills, Petty, and Soderquist voted aye. The motion carried.

Board Member Halverson moved to adjourn the meeting at 6:24 p.m. Board Member Alberts seconded the motion. President Westbrook called for a roll call vote. President Westbrook, Vice President Halverson, and Board Members Alberts, Dills, Petty, and Soderquist voted aye. The motion carried.

APPROVED: _____ **Date 07-25-2023**
Mayor: Rod Westbrook

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith



LBA Hearing
LOCAL BUILDING AUTHORITY
of SOUTH WEBER CITY
STAFF REPORT

MEETING DATE

July 25, 2023

PREPARED BY

David Larson

City Manager

ITEM TYPE

Administrative

ATTACHMENTS

None

PRIOR DISCUSSION DATES

[June 13, 2023](#)

[June 27, 2023](#)

AGENDA ITEM

Public Hearing Regarding Proposed Bond Issuance for New Public Works Facility

PURPOSE

Listen to resident comments regarding the proposed issuance of bonds

RECOMMENDATION

NA

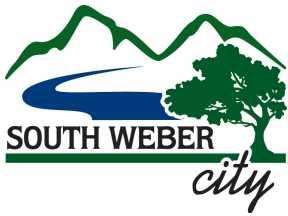
BACKGROUND

During the June 27 Local Building Authority (LBA) Board Meeting, the Board passed a resolution authorizing the issuance of bonds up to \$10,000,000, with a maximum interest rate of 5.5% and a term of no greater than 26 years. State law requires that prior to issuance, a public hearing must be held and noticed at least 14 days prior to being held.

Notice was published on July 6, providing more time than required, that a public hearing would be held on July 25 to give the public a chance to comment regarding the proposed bond issuance before any additional steps may be taken.

ANALYSIS

NA



4 Employees
CITY COUNCIL MEETING
STAFF REPORT

MEETING DATE

July 25, 2023

PREPARED BY

Lisa Smith

Recorder

ITEM TYPE

Presentation

ATTACHMENTS

None

PRIOR DISCUSSION DATES

None

AGENDA ITEM

New Employee Introductions

PURPOSE

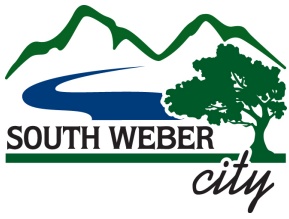
Welcome two new administration employees

BACKGROUND

Our previous office assistant took another job, and it was determined to split her 30 hour per week part-time position into two distinct positions, with an accounts payable clerk at 20 hours and assistant court clerk at 10 hours. We couldn't be more thrilled with Tia and Raelyn, our two new hires.

Tia Jensen started June 26, is the accounts payable clerk, and works 9 am to 2 pm
Mon-Thurs

Raelyn Boman started June 29, is the assistant court clerk, and works 1:30 pm to 5 pm
Tues-Thurs



5 PW Project
CITY COUNCIL MEETING
STAFF REPORT

MEETING DATE

July 25, 2023

PREPARED BY

David Larson

City Manager

ITEM TYPE

Administrative

ATTACHMENTS

None

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Public Works Facility Project Overview

PURPOSE

Update the community on the status of the new public works facility project

RECOMMENDATION

NA

BACKGROUND

Staff and the Municipal Utilities Committee will provide a project overview and status report.

ANALYSIS

NA

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 27 June 2023

TIME COMMENCED: 6:06 p.m.

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

PRESENT: MAYOR:

Rod Westbroek

COUNCIL MEMBERS:

Hayley Alberts
Joel Dills
Blair Halverson
Angie Petty
Quin Soderquist

CITY MANAGER:

David Larson

FINANCE DIRECTOR:

Mark McRae

COMMUNITY SERVICES DIR:

Trevor Cahoon

CITY ATTORNEY:

Jayne Blakesley

CITY RECORDER:

Lisa Smith

Minutes: Michelle Clark

ATTENDEES: Paul Sturm, Jeremy Davis, Michael Grant, James Durrant, Sheriff Kelly Sparks, Mark Anderson, and Brandon Johnson.

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

1. Pledge of Allegiance: Councilman Soderquist

2. Prayer: Councilwoman Alberts

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 & city and direct comments to the entire Council (They will not respond).

Paul Sturm of South Weber City was concerned with proposed amendments to the city's procurement policy.

James Durrant of South Weber City shared the history of park maintenance issue in the Cedar Cove Subdivision.

Because of individual time commitments, Mayor Westbrook moved agenda items 9, 10, and 7 to the top, but they are reflected below in the order originally scheduled.

ACTION ITEMS:

4. Ordinance 2023-08: City Code Title 2 Chapter 1 Procurement:

City Manager David Larson reported the Procurement Policy was last adopted in 2020. South Weber is changing the city code to reference state code requirements which removed the need to publish procurement notices in a newspaper. Councilman Soderquist further explained the admin/finance committee reviewed the policy and recommended removing the requirement for City Council’s second approval on certain purchases that are itemized in the city budget and approved through the adoption of the city budget.

Councilwoman Petty voiced concerns with removing the second approval. City Manager David Larson clarified it is only for the purchasing of items between \$10,000 to \$25,000. Councilwoman Alberts was not concerned with the amount but favored the transparency of bids being discussed. Councilman Soderquist suggested identifying how many times in the last year this situation occurred. It was acknowledged that it is infrequent, and Council opted to leave the policy as is in this regard.

Councilman Soderquist moved to approve Ordinance 2023-08: City Code Title 2 Chapter 1 Procurement with the amendment to remove the proposed additions in Section 2-1-050 paragraph C and Section 2-1-060 Table regarding Council approval. Councilwoman Petty seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

Councilwoman Alberts moved to open the public hearing for FY 2023 Budget Amendment #2. Councilwoman Petty seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

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

5. Public Hearing on FY 2023 Budget Amendment #2:

The current budget was adopted on August 23, 2022. Since the adoption of the budget, additional items have come before the council that were not included in the original budget. These include increasing the storm drain depreciation to the anticipated amount for 2023, updating security at City Hall, additional wind damage repairs that were not completed in the 2022 fiscal year and increasing the funding for large fire apparatus.

54-40-650 Storm Water - Depreciation	+25,000	Adjustment
54-40-900 Storm Water - Transfer to Fund Balance	-25,000	Adjustment
45-33-500 Federal Grants ARPA	+31,000	City Hall Security
45-43-730 Admin. - Improv. Other Than Buildings	+31,000	City Hall Security
45-39-900 Fund Balance to be Appropriated	+10,000	Posse Grounds
45-70-730 Parks - Improv. Other Than Buildings	+10,000	Posse Grounds
45-39-900 Fund Balance to be Appropriated	+70,000	Large Apparatus
45-70-740 Fire – Equipment	+70,000	Large Apparatus

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

Councilwoman Alberts moved to close the public hearing for FY 2023 Budget Amendment #2. Councilwoman Petty seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

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

6. Resolution 23-25: FY 2023 Budget Amendment #2

Councilwoman Alberts moved to approve FY 2023 Budget Amendment #2. Councilman Halverson seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

7. Resolution 23-26: Interlocal Cooperation Agreement with Davis County for Law Enforcement:

South Weber City and the Davis County Sheriff's Office are in the process of renewing their contract. The Public Safety Committee evaluated the current proposal and express their agreement with the terms outlined in the attached amendment. The amendment aims to modify certain provisions of the original agreement to reflect changes in compensation and the term of the agreement.

Councilman Soderquist asked why 2025 has no amount included. City Manager David Larson replied DCSO calculates the cost to the city each year and will include an annual addendum that will change the dollar figure. Councilman Dills queried how the metrics are being monitored in the contract. Sheriff Sparks replied each day all officers are required to complete an activity sheet with their location and number of hours. The DCSO also reports quarterly to the City Council. DCSO also provides City Manager David Larson with a monthly report and meets with him regularly. The City Council thanked Sheriff Sparks and DCSO.

Councilman Dills moved to approve Resolution 23-26: Interlocal Cooperation Agreement with Davis County for Law Enforcement. Councilman Halverson seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

8. Resolution 23-27: FY 24 Consolidated Fee Schedule

The adopted 2023-24 Final Budget includes three rate increases. These are:

- Sewer Fees (52-37-300). An increase of 7.27% is due to a 12.53% increase in the pass-thru fee to Central Weber Sewer Improvement District.
- Sanitation Fees (53-37-700). Wasatch Integrated Waste is increasing their rates an additional 6% on July 1, 2023, which will be a net 2% increase passed through in the Sanitation fee.
- Storm Drain Fees (54-37-450). The adopted rate study for storm drain fees includes a 3% increase each year going forward.

A deposit will now be assessed for the rental of the various rooms at the FAC.

Councilwoman Alberts moved to approve Resolution 23-27: FY 24 Consolidated Fee Schedule. Councilman Halverson seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

9. Resolution 23-28: Issuance and Sale of Lease Revenue Bonds, Series 2023

Mark Anderson of Zions Bank explained the parameters resolution which puts a maximum amount, term, interest rate, and discount at which bonds can be sold. It also authorizes the posting of a notice of intent, schedules a public hearing, delegates authority to City Manager to approve the final terms and conditions of the bonds, and delegates authority to the City Manager to determine sale methodology. He discussed the advantages and disadvantages of competitive sales, negotiated sales, and direct purchase and reviewed questions relating to the city’s debt service goals.

Councilwoman Petty moved to approve Resolution 23-28: Issuance and Sale of Lease Revenue Bonds, Series 2023. Councilwoman Alberts seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

10. Suspend Council Meeting and Convene Local Building Authority Board Meeting

Councilwoman Alberts moved to suspend City Council meeting at 6:52 p.m. and convene Local Building Authority Board Meeting. Councilman Halverson seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

******* LBA Meeting *******

1. LBA Resolution 23-02: Issuance and Sale of Lease Revenue Bonds, Series 2023

Board Member Petty moved to approve Resolution 23-02: Issuance and Sale of Lease Revenue Bonds, Series 2023. Board Member Alberts seconded the motion. President Westbrook called for a roll call vote. President Westbrook and Board Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

Board Member Alberts moved to adjourn the Local Building Authority Board Meeting at 6:54 p.m. and reconvene the City Council meeting. Board Member Soderquist seconded the motion. President Westbrook called for a roll call vote. President Westbrook and Board Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

******* LBA Meeting closed *******

11. Resolution 23-29: Policies and Procedures

The City of South Weber acknowledged the importance of facilitating employment opportunities for minors aged 14 and above while ensuring compliance with relevant labor laws and safeguarding their well-being. To establish a comprehensive framework, the Employment of Minors Policy outlines essential guidelines and emphasizes the city's commitment to upholding federal labor laws and aligning practices accordingly.

- Federal Superseding: Federal child labor regulations take precedence over conflicting provisions in this policy

Councilman Halverson moved to approve Resolution 23-29: Policies and Procedures. Councilman Soderquist seconded the motion. Mayor Westbrook called for a roll call

vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

12. Fraud Risk Assessment

South Weber City takes its financial and fiduciary responsibilities very seriously. Policies, procedures, and internal controls have been adopted and implemented to protect city funds. The yearly Fraud Risk Assessment is one indicator of how well we are doing in this area. The Assessment has been reviewed by the City's Audit Committee. The goal of the committee is to continue to work on those areas not marked on the assessment. The Assessment categorizes our current fraud risk level as "Very Low".

Councilwoman Alberts moved to approve the Fraud Risk Assessment. Councilwoman Petty seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

REPORTS:

13. New Business

Development Agreement on Cedar Cove: Councilman Halverson requested city staff review the original agreement between South Weber City and the Cedar Cove Homeowner's Association, specifically park maintenance.

Lessons learned when Highway 89 was recently shut down: Councilman Soderquist requested an open discussion with the Council, city staff, and fire department.

Signs for Highway 89: Councilwoman Petty requested signs to enforce noise ordinance and disallow break checks. Mr. Larson will follow up.

14. Council & Staff

Councilman Dills: announced the pickle ball tournament was a success. Mr. Larson thanked Jo Sjoblom for all her hard work soliciting participants. Councilman Dills explained the committee is looking for ways to encourage more activities at the FAC and increasing memberships.

Councilwoman Alberts: reported the Code Committee discussed the possibility of amending city code to eliminate the amount of turf. It was stated the state will pay up to \$3 per square foot of the total lot size. The City Council did not favor making this change. Councilwoman Alberts announced the committee is still working on the external accessory dwelling units.

Councilman Soderquist: conveyed the gravel pit sensors are continually being monitored and with the recent fires in Canada there were three days of high levels.

Councilwoman Petty: requested a committee meeting to discuss the new Public Works Facility. Mr. Larson will put together an upcoming meeting. Discussion took place regarding whether the city should use BidSync and whether the bids should be phased. This item will be placed on the next City Council agenda.

Councilwoman Alberts moved to go into a Closed Session held pursuant to the provision of UCA section 52-4-205 (1)(d) Discuss the Sale of Real Property at 7:50 p.m. Councilman Halverson seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Alberts, Dills, Halverson, Petty, and Soderquist voted aye. The motion carried.

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

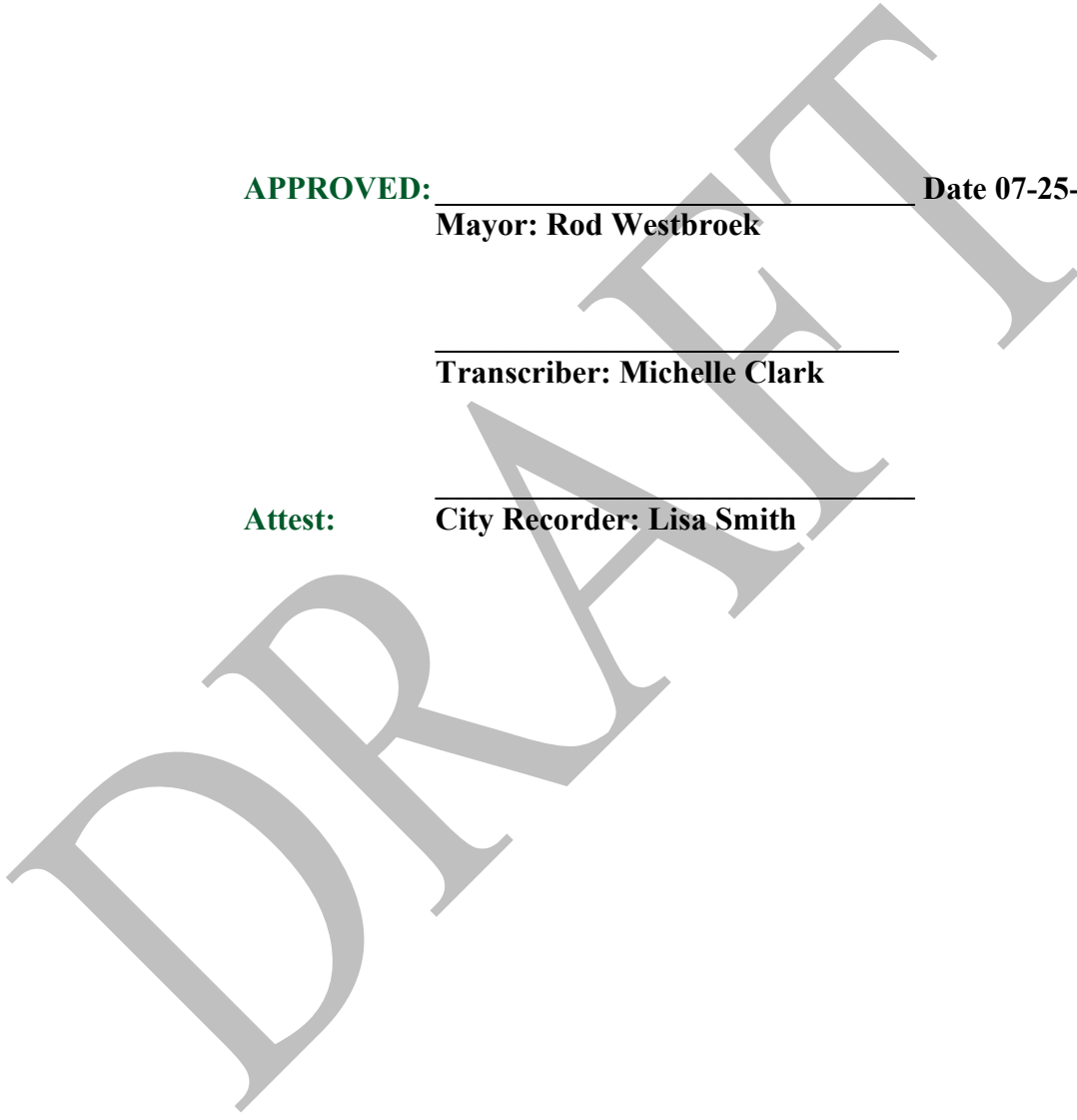
15. Discuss the Sale of Real Property

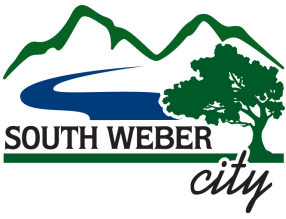
APPROVED: _____ Date 07-25-2023

Mayor: Rod Westbroek

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith





MEETING DATE

July 25, 2023

PREPARED BY

Trevor Cahoon
Community Services Dir.

ITEM TYPE

Administrative

ATTACHMENTS

Final Plat

PRIOR DISCUSSION DATES

N/A

AGENDA ITEM

Final Plat (2 Lot Commercial Subdivision), & Architectural Review for Crosswind Subdivision Parcels 13-039-0082 & 13-039-0083 approximately 5.57 acres located at approximately 7750 S 2700 E by applicant: Geneva Blanchard of John W Hansen & Associates

PURPOSE

Administrative Action: Final Subdivision Plat and Administrative Development Agreement

RECOMMENDATION

Planning Commission recommends approval of the Final Subdivision Plat for Crosswinds Subdivision at the June 8, 2023 meeting.

BACKGROUND

Project Information	
Project Name	Crosswind Subdivision (Wasatch Dermatology)
Site Location	7750 S 2700 E
Tax ID Number	130390082, 130390083
Applicant	Geneva Blanchard (John W. Hansen & Assoc.)
Owner	Red Desert Real Estate, LLC
Proposed Actions	Preliminary Plat (2 Lot Commercial Subdivision), Conditional Use & Architectural Site Plan Review for Crosswind
Current Zoning	CH
General Plan Land Use Classification	CH
Gross Site	5.57 Acres (Subdivision)

ANALYSIS

- **Final Plat.** After the preliminary plan approval, the next step in the process is recommending approval or denial of the Final Plat to the City Council. The Planning Commission as the Land Use Authority has made approvals of the preliminary plans after which the City Staff verifies the improvement plans are finalized to construction ready drawings. The Plat is the only item that needs City Council approval as this is a decision about how to subdivide the property. Final Plat Items to Consider:
 - *Legal Description:* This has been supplied.
 - *Subdivision Name:* The Subdivision name appears on the plat and is consistent with the application that has been submitted.
 - *Lot Sizes and Orientation:* All lot sizes are indicated.

- *Addresses and Street Names*: This has been completed.
- *Parcel Numbers or Lot Numbers of Surrounding Properties*: When recording the plat it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat has that necessary information.
- *Right-of-Way (ROW)*: The private ROW has been indicated on the drawings for dedication to the City and the widths comply with the City Standards. This plat
- *Utility Easements*: The General Utility Easement required indicated on the plat. The petroleum easements are not indicated on the Plat that we have.
- *Signature Boxes*: All signature boxes are supplied.
- **Development Agreement**: The City's future capital facilities plan for this area includes the expansion of 2700 E. The Developer has indicated the areas that the City needs to acquire for this area. An administrative development agreement for the purchase of the property will need to be approved by the City Council. Staff has included a draft document for the development agreement. A summary of the agreement is as follows:

Conditions:

- *The Property must be developed in accordance with this Agreement, LUDMA, the Land Use Ordinance, and other relevant Federal, State, and City laws upon submission of a complete Site Plan Application to South Weber City.*
- *ROW Purchase Price:*
 - *The City will purchase the ROW Acquisition Property from Developer Lot 1 for \$60,466.20 (Purchase Price Lot 1) and from Developer Lot 2 for \$140,407.60 (Purchase Price Lot 2).*
- *Payment by the City:*
 - *Payment to Developer Lot 1 will be made within 30 days of receiving the Fee-in-Lieu for Sidewalk improvements on Lot 1.*
 - *Payment to Developer Lot 2 will be made within 30 days of the issuance of a building permit.*
- *Dedication of ROW:*
 - *Developer Lot 1 and Developer Lot 2 agree to dedicate the ROW Acquisition Property in addition to the standard ROW Dedication using the Development plat.*
- *Fee-in-Lieu for Sidewalk:*
 - *Developer Lot 1 and Developer Lot 2 are not required to install the sidewalk during subdivision improvements but must provide payment in lieu of actual construction.*
 - *Developer Lot 1's payment of \$21,919.00 is required within 30 days of the recordation of the Development plat.*
 - *Developer Lot 2's payment of \$24,495.00 is required prior to the issuance of a Certificate of Occupancy.*

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

- **Preliminary Plan Acceptance.** Planning Commission reviewed that the Preliminary Application is complete and any conditions of approval are satisfied.
- **Site Plan:** The commercial use required the submission of a site plan to the Planning Commission for approval. Site plan in general complies with necessary code. An area that will need further conversation is the total required parking. For a Medical Office our code requires 1 space for every 200 gross square feet. The developer has reduced the building footprint which reduces the parking spaces required. Developer has supplied 137 parking spaces which is sufficient for the use.

- **Conditional Use Permit:** Conditional use is needed as the project is over an acre.
- **Improvement Plans:** Developer has submitted preliminary improvement plans to be included in the submission. Final improvement plans are reviewed and approved by the City Engineer.
- **Architectural Review:** The project required an architectural review, this was completed in the February Planning Commission Meeting.
- **Landscape Plan:** A landscape plan was submitted. The full plan was accepted by the Planning Commission prior to recommending Final Plat approval from the City Council. Developer has supplied a landscape plan that satisfies the Landscape code. There are areas that are being acquired by the City for future ROW which will remain natural vegetation.

STAFF REVIEW SUMMARY

City Staff has done a review of and have reviewed the following items:

Planning Review:

PL-1: **ZONING Satisfied**

The current zoning for this project is Commercial-Highway (C-H). The use is allowed within that zone as a permitted use. However it is over an acre so they will need to be processed through the conditional use application process.

PL-2: **PROJECT SIZE Satisfied**

The Project's approximately 2.65 acres. This is smaller than the original site because the property has to dedicate land for the future ROW.

PL-3: **LOT AREA Satisfied**

There are no minimum lot area requirements.

PL-4: **LOT WIDTH Satisfied**

No minimum with required.

PL-5: **SETBACKS Satisfied**

Setback needs to be 50' from the front and 20' from the side that is fronting 2700 E. The site plan provided shows this to not be an issue.

PL-6: **ACCESS Satisfied**

A traffic study has been completed for the area with the intended use already identified. The future impacts of the road are already addressed in the forthcoming capital facilities plan for transportation. The two access points that will be within the project match existing entrances and exits.

PL-7: **ROADS Satisfied**

Developer will not be adding roads to the project area. They will be creating a cross access agreement with the property to the north to allow traffic to flow between the properties.

The 2700 E Improvements, including the roundabout, will not be taking place with this development. These improvements will occur over time.

PL-8: LANDSCAPING Satisfied

At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. For use of exceptional design and materials, as determined by the Planning Commission, the landscaping may be reduced to ten percent (10%) of the total site.

Buffer Yard is not necessary as the site does not abut residential.

PL-9: ARCHITECTURAL REVIEW Complete

Developer has submitted renderings of the buildings.

PL-10: FENCING Satisfied

Installation of fencing is not required for this development.

PL-11: SITE PLAN Satisfied

Parking: The plan has been updated and the total number of parking spaces are sufficient.

PL-12: LAND ACQUISITION

The City's future capital facilities plan for this area includes the expansion of 2700 E. The Developer has indicated the areas that the City needs to acquire for this area. An administrative development agreement for the purchase of the property will need to be approved by the City Council. It does not need Planning Commission recommendation. South Weber City the draft agreement is attached.

Engineering Review:

1. Based on the recent study by WCG (transportation engineering consulting firm hired by the city to update the Transportation Master Plan), it is recommended that 2700 East be widened between South Weber Drive and 7800 South to provide for the projected future traffic. WCG also recommended that a roundabout be constructed at the intersection of 7800 South and 2700 East to better facilitate higher traffic volumes and access needs for the businesses along this corridor. A portion of this additional property (greater than 70' width) must be purchased from the developer to compensate them for the loss of their property over and above their direct impact. An appraisal was conducted by The Cook Group and a value of \$8.95/sf was established. Upon review the City may only require a developer to give a proportional amount of ROW in its dedication thus resulting in the need for the City to compensate for any remaining portion that is needed for ROW expansion.

Originally we required the developer to dedicate 11 feet for ROW and we would pay for the additional 14 feet to secure the full ROW. Upon review with the developer and the City Attorney the requirement for 11 feet was not proportional for the developer as the ROW was calculated from the existing curb and sidewalk on the west side of the road. Therefore the City can only exact half of the ROW expansion as both sides of the road are responsible for ROW dedication. The City has recalculated the amount needed for dedication based on this information and formulated the new amount for the acquisition. This calculates to be about \$200,000 in total. The city will use transportation impact fees to make this payment. These fees have been collected specifically for uses of this type. This dollar figure should be added to the Development Agreement.

2. There is currently no sidewalk along the frontage of this development. Due to the need for the road to be widened in the future, we would recommend that the sidewalk not be installed at this time, but rather have the developer pay the cost of the sidewalk to the city in lieu of installing it now. The city will use this money to build the sidewalk as part of the future widening project. The calculation of which are in the attachments for the development agreement. The requirement for this payment has been added to the Development Agreement.
3. Due to the absence of secondary water service to this property, we recommend that culinary water be allowed for outdoor landscaping needs. The City Standard backflow prevention system will be required to make the connection.
4. A cross-access easement needs to be provided across Lot 2 in favor of Lot 1. This would not be the primary access for Lot 1 but is needed to allow traffic from Lot 1 to access and travel southbound on 2700 East, since the left-hand movement at the shared access may be restricted in the future. This should be added to the plat.

RESOLUTION 23-33

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING THE FINAL PLAT AND DEVELOPMENT AGREEMENT FOR CROSSWINDS SUBDIVISION

WHEREAS, an application for subdividing 5.57 acres at approximately 7750 S 2700 E into 2 commercial building lots was submitted by Genneva Blanchard; and

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

WHEREAS, the South Weber City Planning Commission held a public hearing for the entire subdivision on the 8th of June, 2023; and

WHEREAS, the Planning Commission reviewed all the supporting documents in an open public meeting on the above date and gave a favorable recommendation for approval by the City Council at the same hearing; and

WHEREAS, the City Council verified all reviews and recommendations in a public meeting on the 25th of July, 2023 and after thorough consideration approved the plat and plans as presented;

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

Section 1. Approval: Development Agreement as shown in **Exhibit 1** and Final Plat included as **Exhibit 2** for Crosswinds Subdivision located at approximately 7750 S 2700 E are hereby approved.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 25th day of July 2023.

Roll call vote is as follows:

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

**EXHIBIT 1
CROSSWINDS
DEVELOPMENT AGREEMENT**

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

**DEVELOPMENT AGREEMENT
 for the
 -- CROSSWIND DEVELOPMENT --**

On this ____ day of _____, 2023 (“Effective Date”), South Weber City, a Utah municipal corporation (“**City**”), South Weber Development Partners, LLC, a Utah Limited Liability Company (“**Developer Lot 1**”), and Red Desert Real Estate LLC, a Utah limited liability company (“**Developer Lot 2**”) enter into this Development Agreement (“**Agreement**”) and agree as set forth below. City and Developer shall hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

- A. The City, acting pursuant to its authority under the Utah Land Use Development and Management Act (“LUDMA”), Utah Code Annotated §§ 10-9a-101, et seq., as amended, and the Municipal Code for South Weber City (“City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed development of certain property (further described below as **Exhibit A**), in exercise of its legislative discretion and administrative authority, and has elected to enter into this Agreement.
- B. Certain real property located at approximately 7750 South 2700 East, in South Weber City, Davis County, Utah, and legally described in **Exhibit A** (the “Property”), a copy of which is attached hereto and incorporated herein by reference. is proposed to be developed as a 2-lot subdivision, entitled “Crosswind Subdivision” (the “**Development**”).
- C. Property currently includes two parcels: Parcel ID 13-039-0082 currently owned by Developer Lot 1, and Parcel ID 13-039-0083 currently owned by Developer Lot 2.
- D. Developer Lot 2 has submitted a Site Plan for approval by the City Council on Lot 2 of the Development, which Site Plan is consistent with City Code, and shall be attached to this Agreement as **Exhibit B** (“Site Plan”) and incorporated herein upon approval. Developer Lot 1 has yet to formally submit any site plan for approval by the City Council on Lot 1.
- E. A portion of the Property (herein referred to as “**ROW Acquisition Property**”) as shown in **Exhibit C**, a copy of which is attached hereto and incorporated herein by reference, which the City has identified as necessary for the purpose of constructing and maintaining future public infrastructure and rights-of-way (“**ROW**”) pursuant to its transportation master plan. These ROW requirements go beyond the dedication mandated by the City's standard ROW (herein referred to as “**ROW Dedication**”). Therefore, the City intends to acquire the ROW Acquisition Property for the sole purpose of constructing and maintaining future public infrastructure and ROW.
- F. The City will authorize recordation of this Agreement by resolution within 30 days of approval.

AGREEMENT:

1. Recitals; Definitions. The foregoing recitals are incorporated into and made a part of the terms of this Agreement. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

Conditions. The Property shall be developed in accordance with the provisions of this Agreement, LUDMA, the Land Use Ordinance, and all other applicable provisions of Federal, State, and City law in effect upon submittal of a complete Site Plan Application to South Weber City.

2. ROW Purchase Price. The City agrees to purchase the ROW Acquisition Property for the following amounts: Developer Lot 1 for the sum of \$60,466.20 (“Purchase Price Lot 1”), and Developer Lot 2 for the sum of \$140,407.60 () (“Purchase Price Lot 2”), the calculation of which is shown in **Exhibit D**.
3. Payment by the City. Payment to Developer Lot 1 will be made within 30 days of the the receipt of Fee-in-Lieu for Sidewalk improvements on Lot 1 (see Section 5 of Agreement). Payment to Developer Lot 2 will be made within 30 days of the issuance of a building permit.
4. Dedication of ROW. Developer Lot 1 and Developer Lot 2 agree to dedicate the ROW Acquisition Property in addition to the ROW Dedication by means of the Development plat.

Fee-in-Lieu for Sidewalk. The City Standard ROW requires the installation of sidewalk to be completed along the frontage of the Property. Due to uncertain timing of future ROW improvements, Developer Lot 1 and Developer Lot 2 will not be required to install the sidewalk at the time of subdivision improvements but shall be required to provide payment in lieu of actual construction. The calculation of which is shown in **Exhibit D**. Payment from Developer Lot 1, for the sum \$21,919.00, shall be required within 30 days of the recordation of the Development plat. Payment from Developer Lot 2, for the sum of \$24,495.00, shall be required prior to the issuance of a Certificate of Occupancy.

5. Term. This Agreement shall be in effect as of the effective date listed above and shall continue in full force and effect unless and until this Agreement is terminated by mutual consent of the parties.
6. General Provisions.
 - a. Notices. Any notice to be given by any party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier, or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address. Notices are effective on the date of delivery (or refusal to accept delivery), if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the earlier of the date of actual delivery as shown by the addressee's receipt or the expiration of three (3) days following the date of mailing.

If to Developer Lot 1:

If to Developer Lot 2:
Red Desert Real Estate LLC

Development Agreement – Crosswind Development

South Weber Development Partners Attn: Julie Anne Maughan
LLC 26 N. 3175 E.
Attn: Paul Buster Delmonte Layton, UT 84040
6472 Willow Creek Rd.
Mountain Green, UT 84050

If to City:
South Weber City
Attn: David Larson, City Manager
1600 E South Weber Drive
South Weber City, UT 84405

- b. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.
- c. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- d. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.
- e. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the parties.
- f. Assignment. Neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Developer Lot 1 or Developer Lot 2 to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the City, which shall not be unreasonably withheld. Such assignments shall be subject to review by the City which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The City shall review and approve, approve with conditions or deny all proposed assignments by Developer Lot 1 or Developer Lot 2 to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer. The City hereby consents to the assignment by Developer Lot 1 or Developer Lot 2 of any or all its rights under this Agreement to its Lender, provided that notice of the assignment is given to the City of such assignment promptly after the transfer is accomplished. The rights of the City under this Agreement shall not be assigned.

Development Agreement – Crosswind Development

- g. Agreement to Run with the Land; Priority. This Agreement shall be recorded in the office of the Davis County Recorder against each Property and is intended to and shall be deemed to run with the land and shall be binding on all successors and assigns of Owner in the ownership or development of any portion of the Project, senior to any debt security instruments encumbering the Property. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Property only if the Agreement is transferred or assigned in accordance with the provisions of paragraph (7)(f) above.
- h. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Davis County Recorder's Office.
- i. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property is not defeated by such severance.
- j. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Davis County, Utah, and the Parties hereby waive any right to object to such venue.
- k. Remedies. Without limiting any other provision of this Agreement, if any party to this Agreement breaches any provision of this Agreement, the non-breaching party shall be entitled to all remedies available at both law and in equity.
- l. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- m. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.
- n. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.
- o. No Business Entity Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Development Agreement – Crosswind Development

DEVELOPER LOT 1:
SOUTH WEBER DEVELOPMENT
PARTNERS LLC
a Utah limited liability company

By: _____

Date: _____

CITY:
SOUTH WEBER CITY, UTAH

By: _____
David Larson, City Manager

Date: _____

DEVELOPER LOT 2:
RED DESERT REAL ESTATE, LLC
a Utah limited liability company

By: _____

Date: _____

CITY RECORDER:
LISA SMITH

By: _____

Date: _____

CITY ATTORNEY:
JAYME BLAKESLY, ESQ.

By: _____

Date: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the day of , 2023, personally appeared before me DAVID LARSON who being by me duly sworn did say that he is the City Manager of SOUTH WEBER CITY, and that the foregoing instrument was signed in behalf of said City by authority of a resolution of its Council; and they acknowledged to me that said City executed the same.

Notary Public

My Commission Expires:

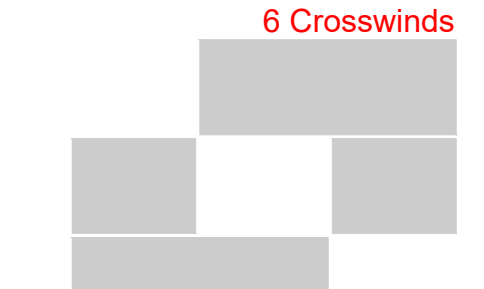
Residing at:

EXHIBIT “A”
Legal Description of Entire Development

A part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey.

Beginning at a point on the east right of way line of 2700 East Street which is 545.51 feet South 89°57'59" East along the south Quarter section line from the West Quarter corner of said Section 36; running thence four (4) courses along said east right of way line as follows: Northerly along the arc of a 685.52 foot radius curve to the left a distance of 143.26 feet (Central Angle equals 11°58'25" and Long Chord bears North 32°05'09" West 143.00 feet), North 38°04'22" West 523.02 feet, Northerly along the arc of a 626.80 foot radius curve to the right a distance of 304.83 feet (Central Angle equals 27°51'52" and Long Chord bears North 24°08'26" West 301.83 feet), and North 10°12'30" West 49.21 feet to the intersection of said east right of way line and the south right or way line of South Weber Drive; thence North 79°47'30" East 391.22 feet along said south right of way line to the west right of way line of Highway 89 Access Ramp "C"; thence two (2) courses along said west right of way line as follows: South 14°22'12" East 530.51 feet, South 5°22'12" East 414.02 feet to said south Quarter Section line of said Quarter Section; thence North 89°57'59" West 24.79 feet along said Section line to the point of beginning.

Contains: 5.568 acres



Salt Lake City
52 Exchange Place
Salt Lake City, UT 84111
801.531.1144

Boise
800 W Main Street, Suite 940
Boise, ID 83702
208.424.7675
babcockdesign.com

Consultant

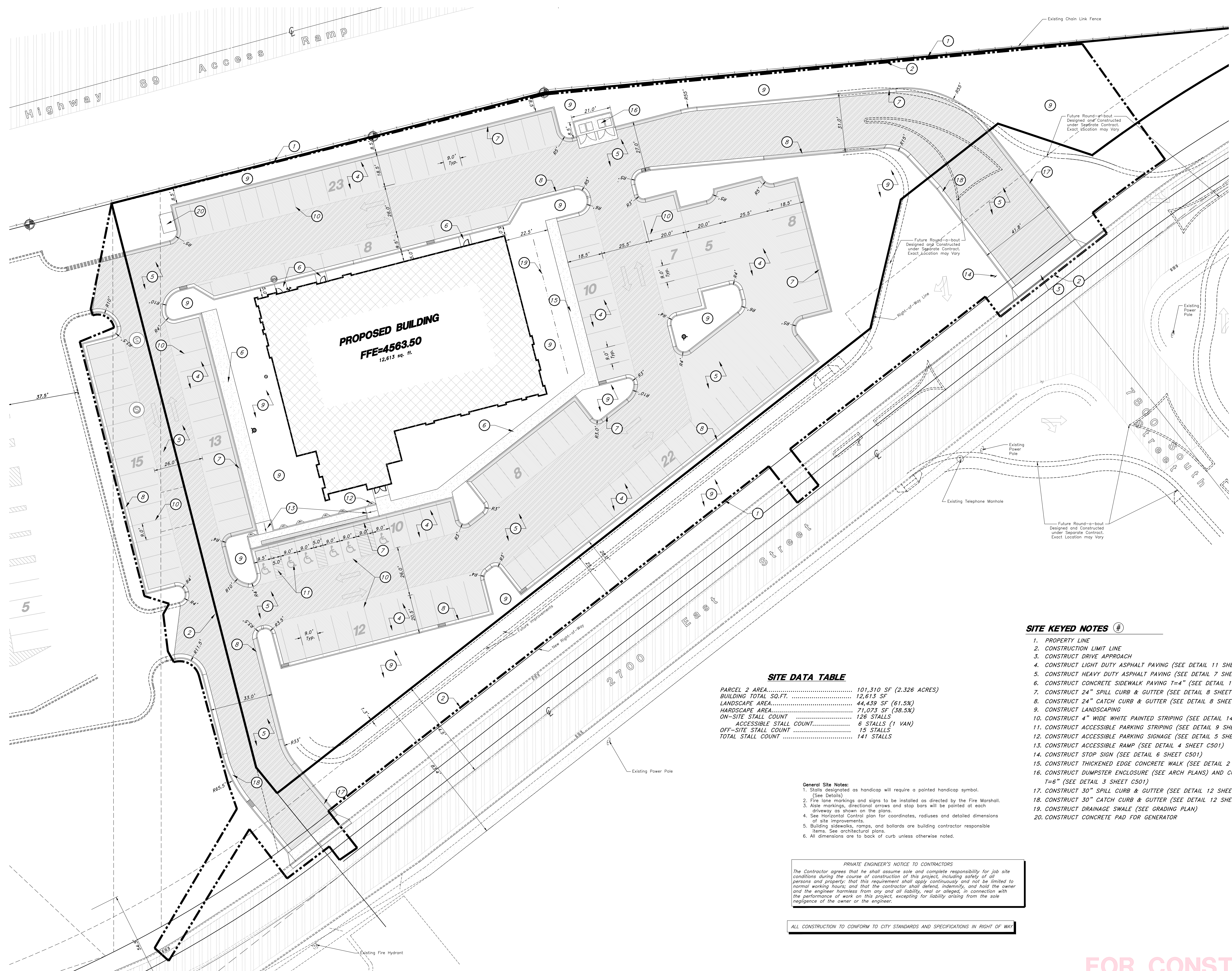
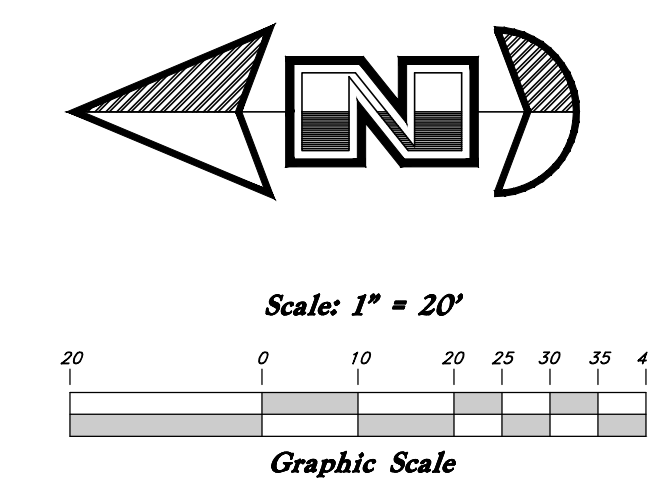


client name

**SOUTH WEBER
DERMATOLOGY**

project address

EXHIBIT B - SITE PLAN



Legend

- (Note: All items may not appear on drawing)
- San Sewer Manhole
 - Water Manhole
 - Storm Drain Manhole
 - Electrical Manhole
 - Catch Basins
 - Exist. Fire Hydrant
 - Fire Hydrant
 - Exist. Water Valve
 - Water Valve
 - Sanitary Sewer
 - Sanitary Water
 - Gas Line
 - Proprietary Line
 - Storm Drain
 - Telephone Line
 - Secondary Waterline
 - Power Line
 - Fire Line
 - Land Drain
 - Power Pole w/guy
 - Light Pole
 - Fence
 - Flowline of ditch
 - Overhead Power Line
 - Corrugated Metal Pipe
 - Concrete Pipe
 - Reinforced Concrete Pipe
 - Ductile Iron
 - Polypropylene Chloride
 - Top of Asphalt
 - Edge of Asphalt
 - Centerline
 - Flowline
 - Finish Floor
 - Top of Curb
 - Top of Wall
 - Top of Wall
 - Top of Concrete
 - Natural Ground
 - Finish Contour
 - Exist. Contour
 - Finish Grade
 - Exist. Grade
 - Ridge Line
 - Direction of Flow
 - Existing Asphalt
- New Asphalt
Heavy Duty Asphalt
Concrete
Open Face Curb & Gutter

SITE KEYED NOTES

1. PROPERTY LINE
2. CONSTRUCTION LIMIT LINE
3. CONSTRUCT DRIVE APPROACH
4. CONSTRUCT LIGHT DUTY ASPHALT PAVING (SEE DETAIL 11 SHEET C501)
5. CONSTRUCT HEAVY DUTY ASPHALT PAVING (SEE DETAIL 7 SHEET C501)
6. CONSTRUCT CONCRETE SIDEWALK PAVING T=4" (SEE DETAIL 1 SHEET C501)
7. CONSTRUCT 24" SPILL CURB & GUTTER (SEE DETAIL 8 SHEET C501)
8. CONSTRUCT 24" CATCH CURB & GUTTER (SEE DETAIL 8 SHEET C501)
9. CONSTRUCT LANDSCAPING
10. CONSTRUCT 4" WIDE WHITE PAINTED STRIPING (SEE DETAIL 14 SHEET C501)
11. CONSTRUCT ACCESSIBLE PARKING STRIPING (SEE DETAIL 9 SHEET C501)
12. CONSTRUCT ACCESSIBLE PARKING SIGNAGE (SEE DETAIL 5 SHEET C501)
13. CONSTRUCT ACCESSIBLE RAMP (SEE DETAIL 4 SHEET C501)
14. CONSTRUCT STOP SIGN (SEE DETAIL 6 SHEET C501)
15. CONSTRUCT THICKENED EDGE CONCRETE WALK (SEE DETAIL 2 SHEET C501)
16. CONSTRUCT DUMPSTER ENCLOSURE (SEE ARCH PLANS) AND CONCRETE PAD T=6" (SEE DETAIL 3 SHEET C501)
17. CONSTRUCT 30" SPILL CURB & GUTTER (SEE DETAIL 12 SHEET C501)
18. CONSTRUCT 30" CATCH CURB & GUTTER (SEE DETAIL 12 SHEET C501)
19. CONSTRUCT DRAINAGE SWALE (SEE GRADING PLAN)
20. CONSTRUCT CONCRETE PAD FOR GENERATOR

SITE DATA TABLE

PARCEL 2 AREA.....	101,310 SF (2.326 ACRES)
BUILDING TOTAL SQ.FT.....	12,613 SF
LANDSCAPE AREA.....	44,439 SF (61.5%)
HARDSCAPE AREA.....	71,073 SF (38.5%)
ON-SITE STALL COUNT.....	126 STALLS
ACCESSIBLE STALL COUNT.....	6 STALLS (1 VAN)
OFF-SITE STALL COUNT.....	15 STALLS
TOTAL STALL COUNT.....	141 STALLS

- General Site Notes:
1. Stalls designated as handicap will require a painted handicap symbol. (See Details)
 2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
 3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
 4. See Horizontal Control plan for coordinates, radiuses and detailed dimensions of site improvements.
 5. Building sidewalks, ramps, and bollards are building contractor responsible items. See architectural plans.
 6. All dimensions are to back of curb unless otherwise noted.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY

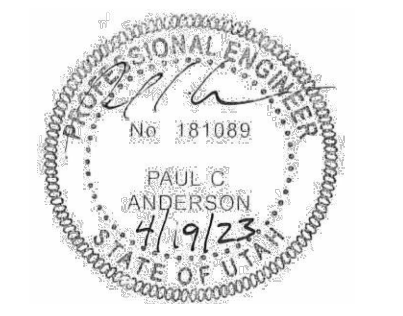
Revisions

Num.	Description	Date

Project Number: 23096
Original Issue: 04-19-23
Project Status: CONSTRUCTION DRAWINGS
- TENTATIVE FINAL



Stamp



Sheet Title

Site Plan

Sheet Number

C101








FOR CONSTRUCTION

EXHIBIT C

ROW ACQUISITION PROPERTY AND SIDEWALK

SOUTH WEBER DRIVE
(SR-60)

LEGEND:

	ROW ACQUISITION PROPERTY (TOTAL) = 17,220 SF
	LOT 1 = 4,835 SF
	LOT 2 = 12,385 SF
	70' ROW DEDICATION (NON-COMPENSATED PORTION) = 5,615 SF
	LOT 1 = 1,909 SF
	LOT 2 = 3,706 SF
	70' ROW DEDICATION (COMPENSATED PORTION) = 5,224 SF
	LOT 1 = 1,921 SF
	LOT 2 = 3,303 SF
	SIDEWALK = 4,036 SF
	LOT 1 = 1,906 SF
	LOT 2 = 2,130 SF
	EXISTING ROW
	70' DEDICATION (TOTAL 10,839 SF)
	84' ACQUISITION AND DEDICATION

JA

SCALE:
1" = 100'

LOT 1
(PROPOSED)

LOT 2
(PROPOSED)

2700 EAST

59'
EX. ROW

70'
DEDICATION

84'
ROW
ACQUISITION

66'
DEDICATION

7800 SOUTH

Exhibit D

Right-of-Way Acquisition and Sidewalk Fee in Lieu Calculation

Right-of-Way Acquisition Calculation

ROW Acquisition Property <i>(Above and beyond the 70' dedication - See Exhibit C)</i>		17,220 sf
70' ROW Dedication (Compensated Portion)*		5,224 sf
Acquisition Cost <i>(Based upon Cook Group Appraisal, February 15, 2023)</i>	\$	8.95 sf

Lot 1

ROW Acquisition Property		4,835 sf
70' ROW Dedication (Compensated Portion)		1,921 sf
	Total \$	60,466.20

Lot 2

ROW Acquisition Property		12,385 sf
70' ROW Dedication (Compensated Portion)		3,303 sf
	Total \$	140,407.60

Total Right-of-Way Acquisition \$ 200,873.80

Sidewalk Fee in Lieu of Construction Calculation

Sidewalk Area <i>(See Exhibit C)</i>		4,036 sf
New Sidewalk Installation Costs <i>(Based upon bids received for the 2023 South Weber City Street Maintenance Project)</i>	\$	11.50 sf

Lot 1

Sidewalk Area		1,906 sf
	Total \$	21,919.00

Lot 2

Sidewalk Area		2,130 sf
	Total \$	24,495.00

Total Sidewalk Fee in Lieu \$ 46,414.00

* All additional ROW is being exacted from east side of 2700 East (holding the west ROW line where it is currently located). This is being done to avoid having to remove and relocate the existing improvements on the west side of the road. Therefore, the city agrees to compensate the Developers for half of the additional property needed to get to a 70' ROW (See Exhibit C).

EXHIBIT 2 CROSSWINDS PLAT

:

Crosswind Subdivision

A part of the Southwest Quarter of the Northwest Quarter of Section 36,
Township 5 North, Range 1 West, SLB&M, U. S. Survey
South Weber City, Davis County, Utah
January 2023

NARRATIVE:

This Survey and Subdivision plat was done at the request of the current Owners of the Parcels, for the purpose of adjusting the common Line and dedicating additional right of way along 2700 East Street.

Brass Cap Monuments were found at the West Quarter Corner and Center Corner of Section 36, T5N, R1W, SLB&M, U.S. Survey, A line bearing South 89°57'59" East between these monuments was used as the basis of bearings.

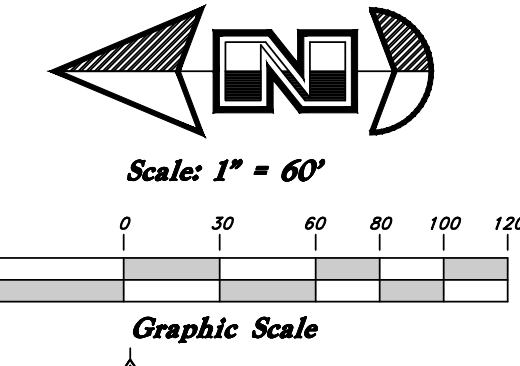
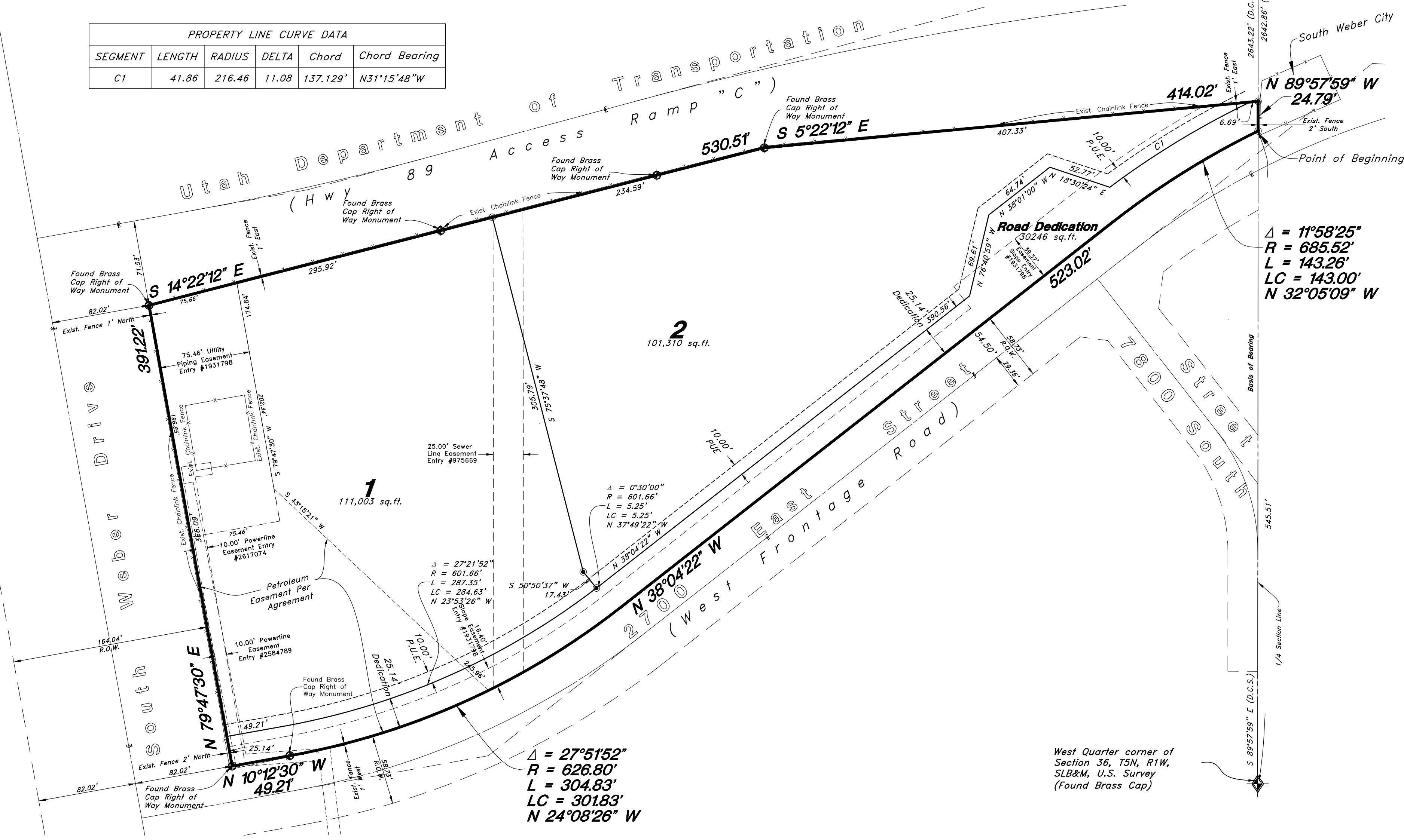
The following documents recorded at the Davis County Recorders Office were relied upon for the preparation of this survey: Special Warranty Deed in Book 2808, Page 514, Entry Number 1661091; Right of Way Contract in Book P, Page 365, Entry Number 72762; Right of Way in Book 41, Page 576, Entry Number 125269; Agreement and Grant of Easement in Book 1502, Page 323, Entry Number 975583.

Utah Department of Transportation Right of Way plans for project number NH-0089(30)346, sheets 6-7, were relied upon for the preparation of this survey. A conversion from meters to feet of 1M=3.2808' was used.

Property corners were monumented as depicted.

The recommendations in the following Geotechnical Engineering Report by AGECE are included in the requirements of grading and site preparation. The report is titled "GEOTECHNICAL INVESTIGATION RETAIL DEVELOPMENT" Job No.: 1050930 Address: 2600 EAST AND SOUTH WEBER DRIVE, SOUTH WEBER, UTAH Dated: OCTOBER 27, 2005

PROPERTY LINE CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	Chord	Chord Bearing
C1	41.86	216.46	11.08	137.129'	N31°15'48"W



SURVEYOR'S CERTIFICATE

I, Andy Hubbard a Professional Land Surveyor licensed in the State of Utah, do hereby certify that this plat of Crosswind Subdivision in South Weber City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office and a survey made on the ground.

Signed this _____ day of _____, 2023.

6242920
License No.

05/13/2023
No. 6242920
ANDY HUBBARD
Andy Hubbard
STATE OF UTAH

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey.

Beginning at a point on the east right of way line of 2700 East Street which is 545.51 feet South 89°57'59" East along the south Quarter section line from the West Quarter corner of said Section 36; running thence four (4) courses along said east right of way line as follows: Northerly along the arc of a 685.52 foot radius curve to the left a distance of 143.26 feet (Central Angle equals 11°58'25" and Long Chord bears North 32°05'09" West 143.00 feet), North 38°04'22" West 523.02 feet, Northerly along the arc of a 626.80 foot radius curve to the right a distance of 304.83 feet (Central Angle equals 27°51'52" and Long Chord bears North 24°08'26" West 301.83 feet), and North 10°12'30" West 49.21 feet to the intersection of said east right of way line and the south right of way line of South Weber Drive; thence North 79°47'30" East 391.22 feet along said south right of way line to the west right of way line of Highway 89 Access Ramp "C"; thence two (2) courses along said west right of way line as follows: South 14°22'12" East 530.51 feet, South 5°22'12" East 414.02 feet to said south Quarter Section line of said Quarter Section; thence North 89°57'59" West 24.79 feet along said Section line to the point of beginning.

Contains: 5.568 acres

OWNER'S DEDICATION

I, the undersigned managing member of BDL Assets, owner of the hereon described tract of land, hereby set apart and subdivide the same into lots as shown on this plat, and name said tract Crosswind Subdivision.

Signed this _____ day of _____, 2023.

SOUTH WEBER DEVELOPMENT PARTNERS LLC RED DESERT REAL ESTATES LLC

XXX - Managing Member XXX - Managing Member

ACKNOWLEDGMENTS

State of Utah } ss
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2023 by _____.

Residing At: _____ A Notary Public Commission in Utah
Commission Number: _____
Commission Expires: _____
Print Name _____

State of Utah } ss
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2023 by _____.

Residing At: _____ A Notary Public Commission in Utah
Commission Number: _____
Commission Expires: _____
Print Name _____

LEGEND

- ▲ Set Nail & Washer
- Set Rebar & Cap w/ Fencepost
- Hub & Tack
- ⊕ Monument to be Set
- ◆ Section Corner
- D.C.S. Davis County Survey

Vicinity Map
not to scale

GREAT BASIN ENGINEERING

5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

SOUTH WEBER CITY PLANNING COMMISSION APPROVAL

Reviewed by the South Weber City Planning and Zoning Commission on the _____ day of _____, 2023.

Chairperson

SOUTH WEBER CITY ENGINEER'S APPROVAL

Approved by the South Weber City Engineer on this _____ day of _____, 2023.

Signature

SOUTH WEBER CITY ATTORNEY'S APPROVAL

Approved by the South Weber City Attorney on this _____ day of _____, 2023.

Signature

SOUTH WEBER CITY COUNCIL APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of South Weber City, Utah this _____ day of _____, 2023.

Attest _____
Title _____ Mayor

DAVIS COUNTY RECORDER

ENTRY NO. _____ FILED FOR RECORD AND RECORDED _____ AT _____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____ RECORDED FOR _____

DAVIS COUNTY RECORDER

BY: _____ DEPUTY



8 EMS Director
CITY COUNCIL MEETING
STAFF REPORT

MEETING DATE

July 25, 2023

PREPARED BY

David Larson

City Manager

ITEM TYPE

Legislative

ATTACHMENTS

Medical Director Contract

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Medical Services Contract

PURPOSE

Extend the contract with Dr. Summer Grace as our Medical Director

RECOMMENDATION

Staff recommends approval

BACKGROUND

Our current contract with Medical Director Dr. Summer Grace expired in March and needs to be renewed. The contract amount remains the same at \$8,000 per year, paid quarterly with a term until February 28, 2026.

ANALYSIS

NA

RESOLUTION 23-34

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
AWARDING EMERGENCY MEDICAL SERVICES PHYSICIAN
MEDICAL DIRECTOR CONTRACT**

WHEREAS, the paramedics require oversight by a medical director who provides services such as review of protocols, equipment purchase advice, and training; and

WHEREAS, South Weber Fire Department wish to continue with the current provider Summer Grace, LLC; and

WHEREAS, a new three-year agreement has been approved by all involved parties;

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

Section 1. Award: The emergency medical services physician medical director contract is hereby awarded to Summer Grace, LLC 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 th day of 2023.

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

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1
EMS PHYSICIAN MEDICAL DIRECTOR
CONTRACT

Emergency Medical Services Physician Medical Director Contract

Agreement for Physician Medical Director for City of South Weber, Utah Emergency Medical Services Program This agreement, made and entered into on this the 1st day of March, 2023, by and between the City of South Weber Utah, hereinafter referred to as "CITY" and Summer Grace LLC., hereinafter referred to as "Contractor".

WHEREAS, the State of Utah, requires "each licensed emergency medical service shall have a physician medical director"; and,

WHEREAS, CITY proposes to engage the Contractor to provide oversight and counsel in delivery of the emergency medical services (EMS) provided by South Weber City Fire Department personnel in basic and advanced life support situations and this agreement sets forth the responsibilities of CITY and Contractor in this service and the position of Medical Director. Position requirements will be re-evaluated annually.

NOW, THEREFORE, in consideration of the foregoing terms and conditions set forth, the parties agree as follows:

Section 1. CITY agrees to appoint the Contractor as Physician Medical Director of the South Weber City Fire Department in accordance with State of Utah Department of Health Regulations R426-15-401.

Section 2. The appointment of the Contractor shall be March 1, 2023 until February 28, 2026.

Section 3. CITY agrees to pay Contractor for services provided as Medical Director, and as an independent contractor with CITY, the sum of \$8000 per year Payable Quarterly during the term of this agreement, as set forth above. Pay rate may be renegotiated annually.

Section 4. The Contractor, as Medical Director for South Weber City Fire Department, agrees to provide services to CITY as follows:

- A. Review existing EMS protocols annually and develop and recommend new EMS protocols appropriate to the South Weber City Fire Department in accord with state law. Protocols are expected to meet current standards for service delivery and patient care, as well as any that might be implemented during the term of this Agreement, for the citizens of South Weber City, Utah and those for whom emergency medical services are provided.
- B. Oversee quality of services provided and prepare reports and studies as necessary to accomplish required EMS in accord with state law.
- C. Provide input to the Fire Department concerning purchases of equipment, supplies and vehicles.
- D. Oversee ongoing continuing education program of City Emergency Medical Technicians (A-EMTS and paramedics) and make recommendations regarding the same to the Medical Coordinator.
- E. Provide counsel and training for EMS personnel as appropriate to meet new responsibilities of the South Weber City Fire Department as may from time to time be required, and as agreed to by the Medical Coordinator.
- F. Meet quarterly, or as necessary, with EMS personnel to review protocols and present topical issues and current best practices.
- G. Review records of service calls of EMS personnel to determine compliance with protocols, performance standards and regulations; recommend counseling and additional remedial training as necessary; and, recommend to the Medical Coordinator disciplinary action for failure to comply with protocols, performance standards and regulations as directed.
- H. Oversee the Ambulance/Paramedic service and review care of patients during transport.

Section 5. Either party may terminate this agreement upon providing the other party with ninety (90) days advance written notice.

IN WITNESS, WHEREOF, the parties hereto have executed the foregoing agreement as indicated above.

For South Weber

For Summer Grace LLC

City Manager David Larson

Medical Director Summer Grace

MEETING DATE

July 25, 2023

PREPARED BY

David Larson
City Manager

ITEM TYPE

Administrative

ATTACHMENTS

None

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

US89 Closure Event Review

PURPOSE

Discuss lessons learned from the closure of US89 during the police standoff on May 17, 2023

RECOMMENDATION

NA

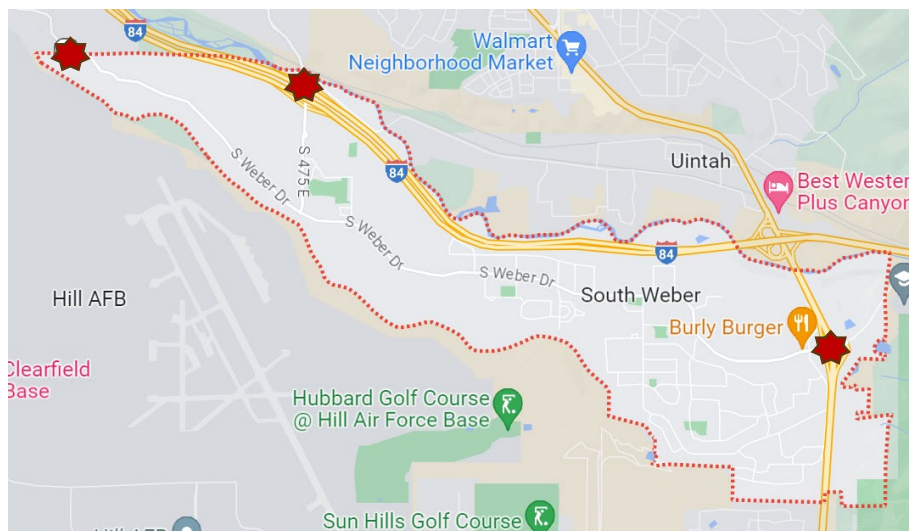
BACKGROUND

The following information is intended to provide some additional details of the May 17 incident, some facts about the South Weber City transportation network, and a starting point for the Council’s discussion.

May 17 Event Timeline:

- 4:00am – Davis County Sheriff’s Office (DCSO) dispatched to the scene
- 9:15am – US89 closed both directions at SR193 and South Weber Drive
- 10:45am – After discussions Fire Chief Derek Tolman and Lt. Jason Boydston, City Manager David Larson requested DCSO to move the southbound closure to I-84
- 2:00pm – US89 re-opened

South Weber City has four daily use roads that provide ingress/egress from the City – US89 NB and SB, 475 East NB, and South Weber Drive WB. Getting onto US89 is one chokepoint so there are effectively three locations to enter/exit the City (see figure below).



South Weber Drive is the only full-length east/west connection across the City and if/when certain points are closed all east/west travel in the City is effectively cut off.

Redirecting southbound traffic off US89 and onto South Weber Drive created a need for many vehicles to travel through South Weber attempting to navigate southbound again. Many people unknowingly thought 2700 East would act as a frontage road all the way to Layton and the result was many vehicles driving through the City neighborhoods.

Vehicles that remained on South Weber Drive were met with major congestion as Connex and Rocky Mountain Power were completing two separate construction projects along the side of the road that required flaggers and traffic was being stopped, increasing the congestion.

Approximately 1.5 hours into the road closure, David and Derek were discussing the resulting traffic problems and determined that a better solution would be to not let US89 southbound traffic even get to South Weber Drive but reroute at I84 westbound. That route would be much faster for drivers anyway. The call was made to DCSO requesting the change, which was made immediately.

ANALYSIS

NA