

SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Tuesday, June 25, 2019 in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m.

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

1. **Consider Councilman Hyer joining the meeting electronically via phone**
2. **Pledge of Allegiance:** Councilman Taylor
3. **Prayer:** Mayor Sjoblom
4. **Public Comment:**
 - a. Please state your name and address
 - b. Please keep public comments to 3 minutes or less per person
 - c. Please address the entire city council
 - d. City council will not respond during the public comment period
5. **Consider lawnmower purchase for Parks Department**
6. **RESOLUTION 19-30** Development Agreement for the Lofts at Deer Run in South Weber City at approximately 7870 S 2700 E by Sunset Development
7. **RESOLUTION 19-31** Legal Services Agreement with Ahlstrom Legal Consulting PLLC
8. **Discussion:** Review of broadband survey results
9. **New Business**
10. **Reports:**
 - a. Mayor
 - b. Council Members
 - c. City Manager
11. **CLOSED EXECUTIVE SESSION (UTAH CODE 52-4-205(1)) THE COUNCIL MAY CONSIDER A MOTION TO ENTER INTO CLOSED SESSION FOR APPROVED PURPOSES**
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.

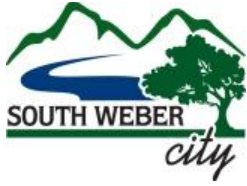
THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE www.southwebercity.com 4. UTAH PUBLIC NOTICE WEBSITE www.pmn.utah.gov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

6-20-2019

DATE:

Lisa Smith

CITY RECORDER: Lisa Smith



Council Meeting Date: 06-25-19

Name: Mark Larsen / Zach McFarland

Agenda Item: 5

Objective: Purchase a lawn mower with a larger mower deck to cut down on mowing time.

Background: We have added more than 5 acres of parks just this year which brings the total area we mow each week to approximately 50 acres. The mowers we have are getting too small to get all the parks mowed each week. In the future I would like to consider a lease on a large deck mower. Currently, this mower fits our need best since it can be used as a trim mower and a field mower. We budgeted \$40,000 for the purchase this budget year and have found this mower on state contract for \$32,759.22.

Summary: We Would like to purchase an Exmark mower with a 96" deck. The cost for this mower on the state contract will be \$32,759.22.

Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: Purchase this mower and start planning to get a large mower in the budget for 2021.

Attachments: lawnmower picture and quoted price

Budget Amendment: PO# 2666



2018 LAZER Z[®] DIESEL





RMT
EQUIPMENT

4225 South 500 West
Murray, UT 84123
(801) 261-2100 • Toll Free (800) 733-7114
Fax: (801) 262-9740
www.rmtequipment.com

Please Remit To:
RMT Equipment
PO Box 57246
Salt Lake City, UT 84157

Ship To: IN STORE PICKUP

Invoice To: SOUTH WEBER CITY
1600 EAST SOUTH WEBER DRIVE
SOUTH WEBER UT 84405

Branch		
01 - SALT LAKE CITY		
Date	Time	Page
06/10/2019	13:22:56 (O)	1
Account No	Phone No	Est No 00
SOUTH031	8014793177	Q01859
Ship Via	Purchase Order	
Tax ID No	DUE ON RECEIPT	
AUSTIN PETERBORG		Salesperson 106 / 106

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/10/2019 Amount

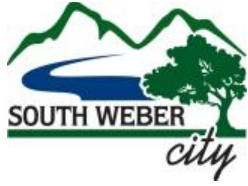
FMV Lease Monthly Payment: \$541.83
60 Month Term, 400 Hours Per Year

Stock #: 015645 Serial #: 404791089 32759.22
New EX LZS88CDYM96R
New EXMARK LZS88CDYM96R DIESEL 37HP W/96" ULTRA CUT DECK
2 Year Warranty

Authorization: _____ Subtotal: 32759.22
Quote Total: 32759.22

PO #2666

All claims for shortage, damage, etc., must be made in 30 days from date of delivery. Seller retains ownership of merchandise until payment is received. Parts or assemblies will not be received for credit, if returned without our permission, but will be held for disposition of the sender for 30 days. All returns are subject to a 15% restocking fee - All electrical parts and special order items are non-returnable. Buyer agrees to pay all reasonable collection costs, including attorney fees. A service charge of 1.5% per month will be assessed on all past due invoices. Any equipment left over 60 days from repair completion will be sold.



Council Meeting Date: June 25, 2019

Name: Kimberli Guill

Agenda Item: 6- The Lofts at Deer Run Development Agreement

Objective: Development Agreement Approval

Background: The Lofts at Deer Run (Originally known as Deer Run Mixed Use) is a New Mixed-Use Development located on the South Side of the Canal off the Frontage Road in South Weber City by Developer Deer Run Investments. This Development offers a maximum of 74 Residential Units as well as Approximately 28,000 Sq. Ft of Service Type Commercial Space with Shared Parking.

Summary: The Developers feel that to be comfortable enough to continue this process they need an approved Development Agreement to protect both their interests and The City's. The Developers have agreed to build both residential and commercial at the same time, although they may phase the development so half the residential and half the commercial is done in unison. Most of the Infrastructure will be done at the very beginning of the process

Committee Recommendation: NA

Planning Commission Recommendation: Commission recommends approval with the amendments discussed in the meeting. Those amendments have already been made and you have the most updated version of the document before you now.

Staff Recommendation: Approval based on the PC meeting discussion with the addition of the changes discussed.

Attachments: RES 19-30

Budget Amendment: NA

RESOLUTION 19-30

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL TO APPROVE DEVELOPMENT AGREEMENT FOR THE LOFTS AT DEER RUN IN SOUTH WEBER CITY

WHEREAS, Developer Deer Run Investments, LLC and Owner Deer Run Plaza LLC are in process of developing the property known as the Lofts at Deer Run in South Weber City at approximately 7870 S 2700 E; and

WHEREAS, the Developer and the City in full cooperation have agreed to certain conditions; and

WHEREAS, the agreement specifies the obligations of both the Developer and the City;

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

Section 1. Approval: The Lofts at Deer Run in South Weber City Development Agreement is 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 25th day of June 2019.

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Hyer	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Taylor	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1
DEVELOPMENT AGREEMENT
FOR THE LOFTS AT DEER RUN
IN SOUTH WEBER CITY

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

**DEVELOPMENT AGREEMENT
FOR THE LOFTS AT DEER RUN
IN SOUTH WEBER CITY**

This **DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into as of this _____ day of _____, 2019, by and between **DEER RUN INVESTMENTS, LLC** of 784 Parkway Drive, North Salt Lake, UT 84054 (hereinafter referred to as “Developer”), and **DEER RUN PLAZA LLC** of 10883 South Martingale Lane, South Jordan, UT 84095 (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. Developer, Owner, and City are heretofore referred to as the “Parties.”

RECITALS:

- A. Owner acknowledge that Developer is their authorized agent to represent their interest in development of their fee simple title property, approximately 3.22 acres, as more particularly described in **Exhibit A** attached hereto (the “Property”). A Concept Plan of the site is attached hereto as **Exhibit B**.
- B. Developer proposes a mixed-use development which includes residential and commercial buildings and associated streets, shared parking, and other required improvements collectively known as the “The Lofts at Deer Run” (the “Development”), on the Property.
- C. The purpose of this Agreement is to establish the approved criteria required for the development of the Development prior to approval through the City’s required subdivision process.
- D. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Subdivision and, in the exercise of its legislative 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.

AGREEMENT

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 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 Developer'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 ordinance as a legislative act and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.
3. **Subdivision Approval.** This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The Developer shall comply with all applicable time frames as specified in City Code. Approval will be based on substantial compliance with Exhibit A.
4. **Geotechnical.** The Development is located within the area identified in the General Plan as Sensitive Lands. As such, the Developer must comply with all provision of City Code, Title 10 Zoning Regulations, Chapter 14 Sensitive Lands Development Regulations.
5. **Sewer Capacity.** The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the Building Permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity.
6. **Density.** The Development will be limited to not more than seventy-four (74) new residential units. There shall be a minimum of 27,000 square feet of commercial space.
7. **Parking.** In order to accommodate the parking needs of both the residential and commercial users within the Development, there shall be at least one hundred and sixty-four (164) parking spaces. Of these spaces, there shall be one (1) space dedicated solely for each residential unit with the remaining spaces being shared by both commercial and residential occupants. In order to ensure parking requirements are followed, Developer agrees that future residents and commercial tenants/operators are made aware in writing of the dedicated and shared parking requirement. Signage and pavement marking must be provided designating a specific parking stall to each residential unit. Signage is not required for any remaining parking spaces.
8. **Hours of Operation.** Commercial buildings shall limit the hours of operation of all businesses within the Development to the hours between 5:00 am to 6:00 pm.
9. **Detention Basin.** A detention basin is required in order to control the flow of storm water leaving the site. The basin is the sole responsibility of the Development and will be privately owned and maintained. However, the sizing, design, location and construction of the basin

must comply with City Code and City Standards.

10. Successors and Assigns.

10.1 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.

10.2 Assignment. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the 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.

11. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, 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:

11.1 all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;

11.2 to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

11.3 the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

12. **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.

13. **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:

Developer: Deer Run Investments, LLC
784 Parkway Drive
PO BOX 540395
North Salt Lake, UT 84054

City: South Weber City

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

Owner: Deer Run Plaza LLC
10883 South Martingale Lane
South Jordan, UT 84095

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

14. General Terms and Conditions.

- 15.1 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.
- 15.2 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 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.
- 15.3 Term of Agreement. The term of this Agreement shall be for a period of ten (10) years following the date of its adoption.
- 15.4 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.
- 15.5 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
- 15.6 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.

- 15.7 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.
- 15.8 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.
- 15.9 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.
- 15.10 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.
- 15.11 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.
- 15.12 Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
- 15.13 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.

“Developer”
DEER RUN INVESTMENTS, LLC

By _____ Title _____

Witness the hand of said grantors, this ____ day of _____, A.D. 2019.

Deer Run Investments, LLC

State of Utah)
) ss.
County of Davis)

On this ____ day of _____, A.D. 2019, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged that he/she is the _____ of Glenburn Investments, a Limited Liability Company and signed said document in behalf of said Glenburn Investments, LLC by Authority of its Bylaws or Resolution of its Board of Directors, and said _____ acknowledged to me said Limited Liability Company executed the same.

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

NOTARY PUBLIC
Commission Expires:

“Owner”
DEER RUN PLAZA LLC

By _____ Title _____

On this ___ day of _____, A.D. 2019, personally appeared before me,
_____, the signer of the foregoing instrument, who duly
acknowledged that he/she is the _____ of Deer Run Plaza, a Limited
Liability Company and signed said document in behalf of said Deer Run Plaza LLC by
Authority of its Bylaws or Resolution of its Board of Directors, and said
_____ acknowledged to me said Limited Liability Company
executed the same.

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

NOTARY PUBLIC
Commission Expires:

“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 ___ day of _____ 2019, by David Larson.

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

NOTARY PUBLIC
Commission Expires:

EXHIBIT "A"
THE LOFTS AT DEER RUN
BOUNDARY DESCRIPTION

13-041-0062

BEG ON THE W LINE OF A HWY, 125 FT PERP'LY DISTANT W'LY FR THE CENTER LINE THEREOF, AT A PT 692.5 FT E & S 4°12' W 479.28 FT & N 85°48' W 142 FT, M/L, FR THE NW COR OF THE SW 1/4 OF SEC 36-T5N-R1W, SLM; RUN TH S 4° W 243.47 FT, M/L, ALG W LINE SD HWY TO DEER RUN ESTATES UNIT NO 5; TH N 87°57'40" W 289.07 FT TO THE E'LY LINE OF THE DAVIS & WEBER CO CANAL COMPANY R/W; TH NE'LY ALG THE E'LY & S'LY LINE OF SD CANAL R/W TO A PT S 83°46' W 136.27 FT, M/L, & S 67°01' W 74.64 FT ALG SD R/W FR THE W LINE OF SD HWY; TH S 4°12' W 133.40 FT; TH S 85°48' E 66.0 FT TO THE POB. CONT. 1.581 ACRES.

13-041-0115

A TRACT OF LAND IN FEE SIT IN THE NW 1/4 SW 1/4 OF SEC 36-T5N-R1W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE NW COR OF SD TRACT, WH PT IS E 434.00 FT FR THE W 1/4 COR OF SD SEC 36; & RUN TH E 45.36 FT; TH SE'LY 169.29 FT ALG THE ARC OF A 626.80 FT RAD CURVE TO THE RIGHT (NOTE: CHORD BEARS S 21°03'13" E 168.80 FT); TH S 83°21'47" W 47.65 FT; TH S 66°36'47" W 63.92 FT; TH N 71.41 FT; TH E 6.00 FT; TH N 52.00 FT; TH W 6.00 FT; TH N 65.00 FT TO THE POB. CONT 0.31 ACRES

13-041-0068

BEG AT A PT 707.37 FT E & S 4°12' W 283.3 FT & S 83°46' W 152.07 FT FR NW COR OF SW 1/4 OF SEC 36-T5N-R1W, SLM; TH S 83°46' W ALG CANAL R/W 9.20 FT; TH S 67°01' W 74.64 FT; TH S 4°12' W 133.4 FT; TH S 85°48' E 76.00 FT, M/L, TO W'LY R/W LINE OF FRONTAGE RD; TH N 4°00' E 170.08 FT, M/L, TO POB. CONT. 0.388 ACRES

13-041-0118

A TRACT OF LAND IN FEE SIT IN THE NW 1/4 SW 1/4 OF SEC 36-T5N-R1W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE N'LY BNDRY LINE OF SD TRACT AT A PT 200.00 FT PERP'LY DIST W'LY FR THE CENTERLINE OF SD PROJECT, WH PT IS E 707.37 FT & S 4°12' W 283.30 FT & S 83°46'00" W 127.07 FT FR THE NW COR OF THE SW 1/4 OF SD SEC 36 SD PT BEING THE S'LY R/W LINE OF THE WEBER COUNTY CANAL COMPANY; & RUN TH S 4°00'00" W 413.55 FT; TH N 87°57'40" W 7.19 FT; TH S 12°25'38" E 106.71 FT; TH N 4°00' E 520.30 FT; TH S 83°46'00" W 23.37 FT TO THE POB. CONT 0.26 ACRES

13-140-0010

ALL OF LOT 2, DEER RUN ESTATES UNIT NO 5. EXCEPT THEREFR THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF EXIST STATE HWY 89 KNOWN AS PROJECT NO 0089, BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN LOT 2, DEER RUN ESTATES UNIT NO 5, A SUB IN THE SW 1/4 OF SEC 36-T5N-R1W, SLM; THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE SE COR OF SD LOT 2, AT A PT 20.751 M (68.08 FT) PERP'LY DISTANT N'LY FR THE CENTER LINE OF DEER RUN DRIVE (7950 SOUTH STR) OF SD PROJECT, AT ENGINEER STATION 0+003.570; & RUN TH N 12°25'38" W 19.039 M (62.46 FT) ALG THE E'LY BNDRY LINE OF SD LOT 2; TH S 3°59'37" W 20.019 M (65.68 FT) TO THE S'LY BNDRY LINE OF SD LOT 2; TH E'LY 5.662 M (18.58 FT) ALG THE ARC OF A 96.978 M (318.17 FT) RAD CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS N 75°54'58" E FOR A DIST OF 5.662 M (18.58 FT)) TO THE POB. CONT 0.51 ACRES

- EXHIBIT B -

1 2 3 4 5



6707 SANDY PARKWAY
 SUITE 100
 PHOENIX, AZ 85028
 PHONE: 801-542-8090
 FAX: 801-542-8093

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 HEREIN ARE THE PROPERTY OF ENTELEN,
 INC. AND ARE NOT TO BE REPRODUCED,
 COPIED, OR TRANSMITTED IN ANY MANNER
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 AUTHORIZATION FROM ENTELEN - 2022

No.	Revisions	Date

Consultant

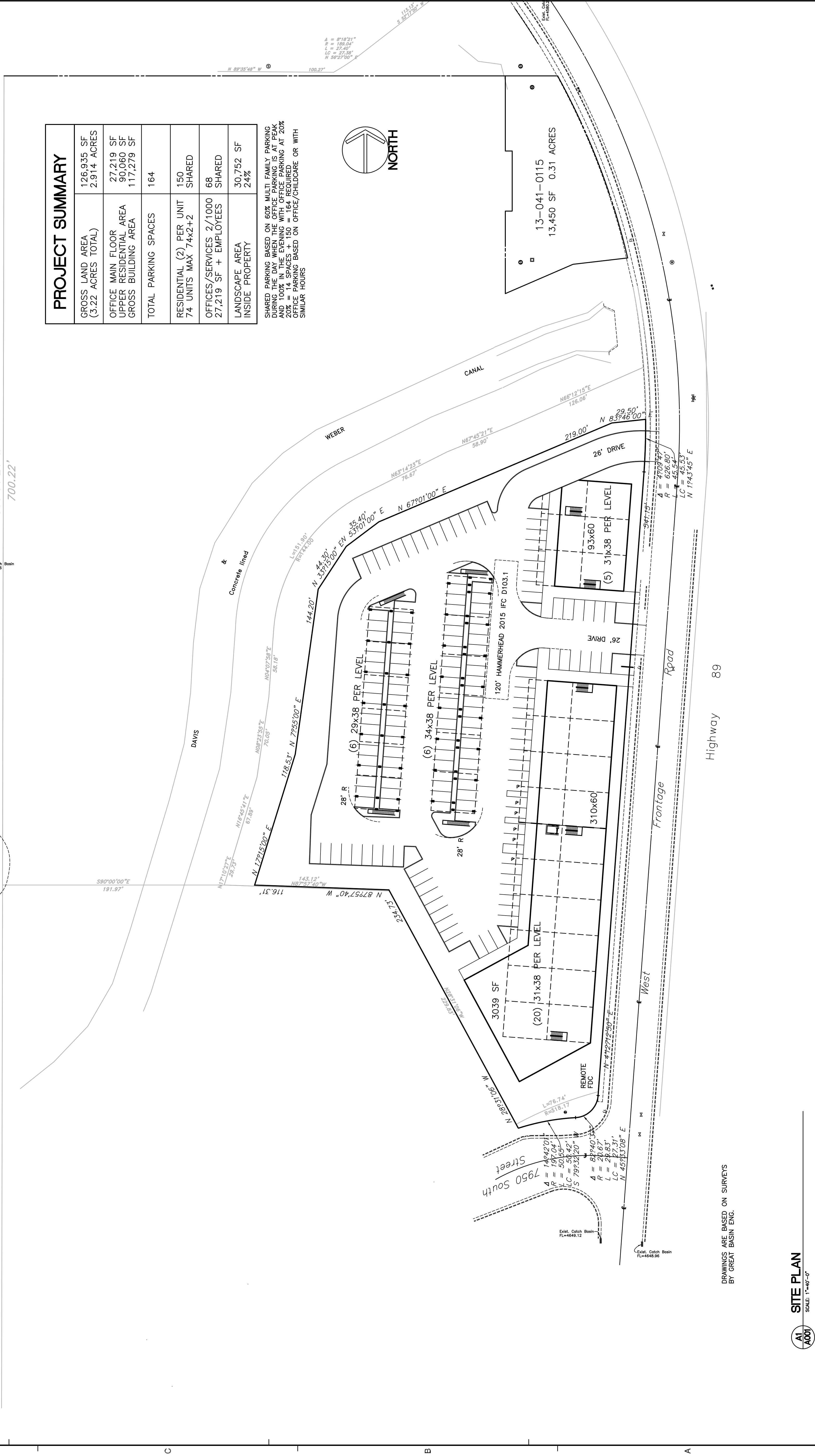
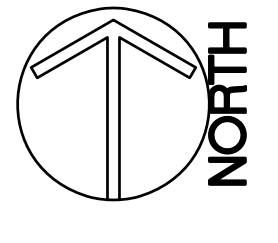
SITE PLAN
 THE LOFTS AT DEER RUN
 SOUTH WEBER, UTAH
 7870 S. 2700 EAST

File No. SoWeber-A001-E924
 Drawn by:
 Reviewed by:
 Date Issued: MAY 24, 2019
 Seal

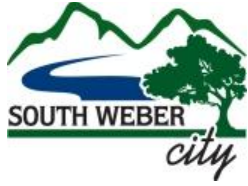
Sheet No. **A001**

PROJECT SUMMARY	
GROSS LAND AREA (3.22 ACRES TOTAL)	126,935 SF 2,914 ACRES
OFFICE MAIN FLOOR UPPER RESIDENTIAL AREA GROSS BUILDING AREA	27,219 SF 90,060 SF 117,279 SF
TOTAL PARKING SPACES	164
RESIDENTIAL (2) PER UNIT 74 UNITS MAX 74x2+2	150 SHARED
OFFICES/SERVICES 2/1000 27,219 SF + EMPLOYEES	68 SHARED
LANDSCAPE AREA INSIDE PROPERTY	30,752 SF 24%

SHARED PARKING BASED ON 60% MULTI FAMILY PARKING DURING THE DAY WHEN THE OFFICE PARKING IS AT PEAK AND 100% EVENING WITH OFFICE PARKING AT 20% AND 100% SPACES. VENDOR PARKING BASED ON OFFICE PARKING BASED ON OFFICE/CHILDCARE OR WITH SIMILAR HOURS



DRAWINGS ARE BASED ON SURVEYS BY GREAT BASIN ENG.



Council Meeting Date: June 25, 2019

Name: David Larson

Agenda Item: 7

Objective: RES 19-31 Approve Agreement for City Attorney Legal Services

Background: Doug Ahlstrom has been serving as the City Attorney since December 2015. Doug's experience and knowledge of South Weber City have been valuable to the City. His original contract term expired, and tonight's item is to enter into a new agreement with Doug to remain our City Attorney.

Summary: Approve agreement for Doug Ahlstrom's continued service as City Attorney

Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: Approve agreement

Attachments: RES 19-31 with attached Agreement

Budget Amendment: none

RESOLUTION 19-31

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES

WHEREAS, the City of South Weber frequently requires legal counsel; and

WHEREAS, South Weber City entered a three-year contract with Douglas J. Ahlstrom P.C. in March of 2016 which has now expired; and

WHEREAS, both parties desire to continue the established business relationship; and

WHEREAS, an agreement which clarifies terms and conditions of legal services and related fees has been provided; and

WHEREAS, the City Council has reviewed the agreement and accepts the terms;

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

Section 1. Approval: The contract and fee agreement for legal services provided by Ahlstrom Legal Consulting PLLC 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 25th day of June 2019.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1

CONTRACT AND FEE AGREEMENT FOR
CITY ATTORNEY SERVICES

**CONTRACT AND FEE AGREEMENT
FOR CITY ATTORNEY SERVICES**

SOUTH WEBER CITY, 1600 East South Weber Drive, South Weber, Utah 84405, a municipal corporation of the State of Utah (hereafter referred to as “City”) and **AHLSTROM LEGAL CONSULTING PLLC**, a private professional limited liability corporation, 2542 N 1450 E, Lehi, Utah 84043 (hereafter referred to as “Attorney”), do hereby enter into this Contract and Fee Agreement for City Attorney Services. The Undersigned Parties are referred to collectively herein as the “Parties.”

The City and Attorney mutually agree as follows:

1. Statutory Position of City Attorney (Civil); Reports to City Manager. Attorney shall be treated as the statutory City Attorney for all City Attorney Services as defined in paragraph 9 below. Attorney has no responsibilities for conducting or supervising criminal prosecution. Attorney shall report to the City Manager and shall be available to the Mayor and City Council.
2. Hourly Compensation Rate. Compensation for City Attorney Services shall be at the rate of One Hundred Fifty Dollars (\$150.00) per hour.
3. Travel Time. There shall be no compensation to the Attorney for travel time unless specifically approved under special circumstances in advance, in writing, by the City Manager.
4. Minimum Monthly Compensation. Attorney shall be compensated at least Six Hundred Dollars (\$600.00) per month for City Attorney Services, even if Attorney does not work for four or more hours. Unless calls and personal communication from City officials are substantially more than normal during a given month, it is anticipated that all calls and personal communication from City officials shall be handled as part of this minimum four hours.
5. Attendance at City Meetings. Attorney shall attend City Council meetings, Planning Commission meetings, and other meetings, only as assigned by the City Manager. Attorney shall assign a substitute attorney to attend if unable to attend an assigned meeting and shall notify the City Manager that he is not able to attend and provide the name of the assigned substitute attorney.
6. Commencement and Duration of Contract. This Contract shall become effective immediately upon signature of the Parties, shall be retroactive to March 16, 2019 when the previous City Attorney Services Contract expired, and shall continue until and including March 31, 2021.
7. Extension of Contract; Amendment and Entirety. The Parties may negotiate an extension to this Contract before its expiration. Such an extension, or any other amendment, modification, or clarification to this Contract, to be effective, shall be made

be approved by Resolution of the City Council. Except as may later be amended, the complete terms and conditions of this Contract are contained herein.

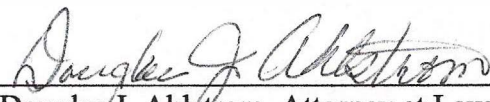
8. Termination Clause. This Contract may be unilaterally terminated in writing by either Party by letter sent U.S. mail at least thirty (30) days in advance of the termination date. Reasonable effort should be taken by the Party initiating termination to protect unnecessary hardship to the other Party.
9. Duties and Scope of City Attorney Services. The Attorney shall provide City Attorney Services defined as, "All of the duties and responsibilities of a City Attorney, as identified in state statute and in city ordinances and contracts, and all other City business and issues pertaining to civil law, land use law, and other legal matters other than criminal prosecution."
10. Choice of Law; Rules of Construction, Conflict, and Severability. This Contract shall be governed by the laws of the State of Utah and applicable City ordinances. This Contract shall be construed as follows:
 - a. Standard rules of construction, as well as the context of this Contract, shall be used to determine the meaning of the provisions herein.
 - b. The headings used in this Contract are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Contract.
 - c. If any portion of this Contract directly conflicts with policies or procedures of the City, every effort shall be made to construe the terms of this Contract to control over such questions in conflict.
 - d. If any provision, paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Contract. It is the intention of the Parties that each provision of this Contract shall be deemed independent of all other provisions herein.

AGREED TO BY THE PARTIES this 25th day of June 2019.

SOUTH WEBER CITY:

AHLSTROM LEGAL CONSULTING PLLC

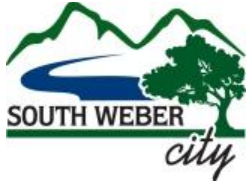
David J. Larson, City Manager



Douglas J. Ahlstrom, Attorney at Law

ATTEST:

City Recorder



Council Meeting Date: June 25, 2019

Name: David Larson

Agenda Item: 8

Objective: Discuss Broadband Survey Results

Background: The City recently conducted a survey among residents regarding broadband internet service in the city. Tonight we will discuss the results of the survey and whether the City Council would like to take any next steps in pursuing fiber as a potential future infrastructure in the city.

Summary: Discuss Broadband Survey Results

Committee Recommendation: n/a

Planning Commission Recommendation: n/a

Staff Recommendation: n/a

Attachments: Survey Results as of 6.20.19

Budget Amendment: none



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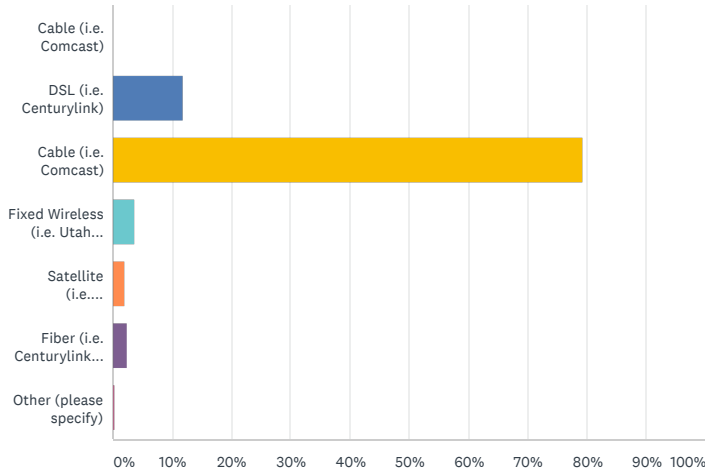
South Weber - Broadband Survey

Q1



What type of internet service do you currently have?

Answered: 236 Skipped: 0



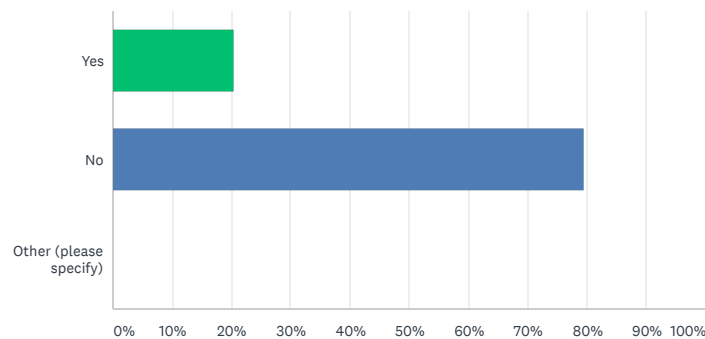
ANSWER CHOICES	RESPONSES
Cable (i.e. Comcast)	0.00% 0
DSL (i.e. Centurylink)	11.86% 28
Cable (i.e. Comcast)	79.24% 187
Fixed Wireless (i.e. Utah Broadband, Rise Broadband, Vivint Wireless, TXOX)	3.81% 9
Satellite (i.e. HughesNet)	2.12% 5
Fiber (i.e. Centurylink Fiber)	2.54% 6
Other (please specify)	0.42% 1
TOTAL	236

Q2



Do you have telephone service that is non-cellular?

Answered: 235 Skipped: 1



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ANSWER CHOICES

RESPONSES

Yes	20.43%	48
No	79.57%	187
Other (please specify)	0.00%	0
TOTAL		235

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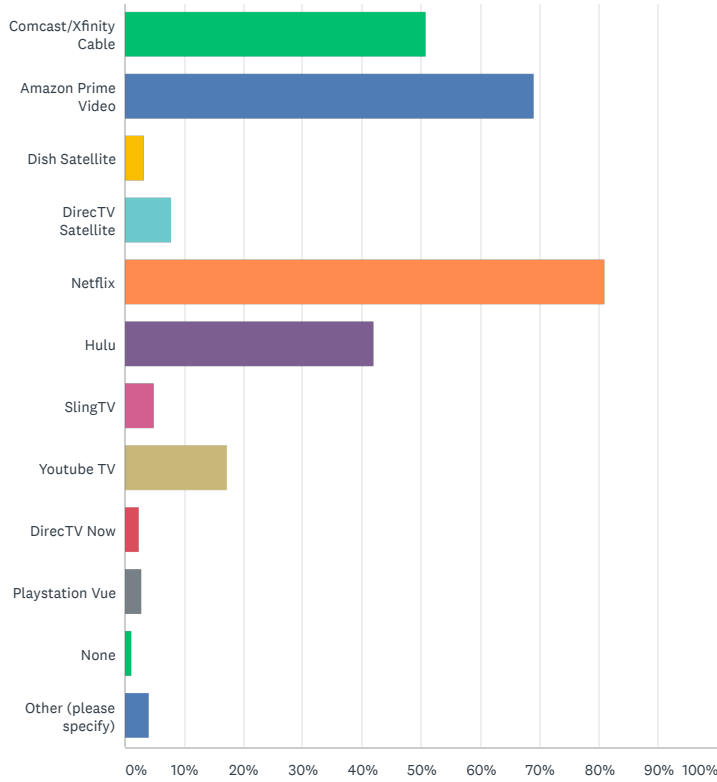


Q3



Which of the following Video Services do you currently have?

Answered: 236 Skipped: 0



ANSWER CHOICES

RESPONSES

Comcast/Xfinity Cable	50.85%	120
Amazon Prime Video	69.07%	163
Dish Satellite	3.39%	8
DirecTV Satellite	8.05%	19
Netflix	80.93%	191
Hulu	41.95%	99
SlingTV	5.08%	12
Youtube TV	17.37%	41
DirecTV Now	2.54%	6
Playstation Vue	2.97%	7
None	1.27%	3
Other (please specify)	4.24%	10

Total Respondents: 236

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Q4

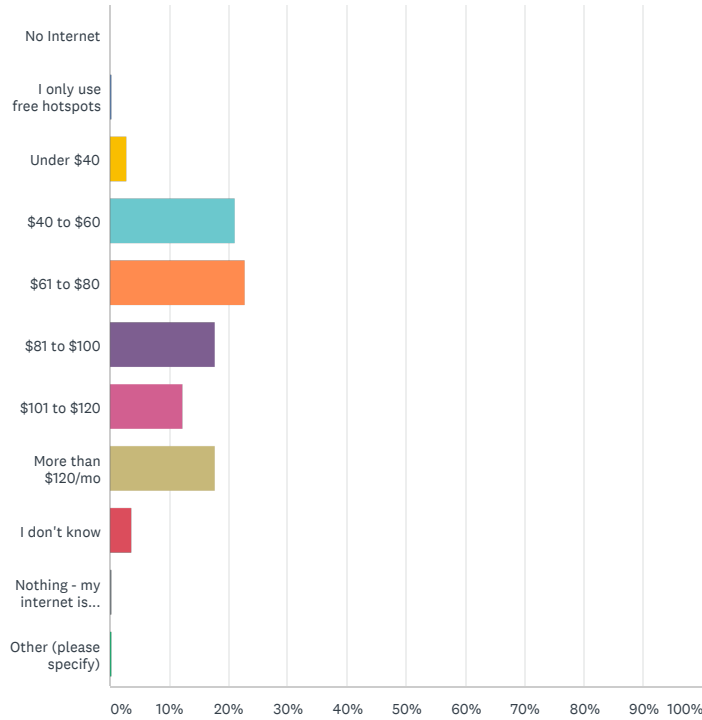


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Currently, how much do you pay for internet service each month? (monthly)

Answered: 236 Skipped: 0



ANSWER CHOICES	RESPONSES
No Internet	0.00% 0
I only use free hotspots	0.42% 1
Under \$40	2.97% 7
\$40 to \$60	21.19% 50
\$61 to \$80	22.88% 54
\$81 to \$100	17.80% 42
\$101 to \$120	12.29% 29
More than \$120/mo	17.80% 42
I don't know	3.81% 9
Nothing - my internet is included as part of a package (i.e. HOA fees, rent)	0.42% 1
Other (please specify)	0.42% 1
TOTAL	236

Q5



What is the download speed of your internet connection

Answered: 233 Skipped: 3

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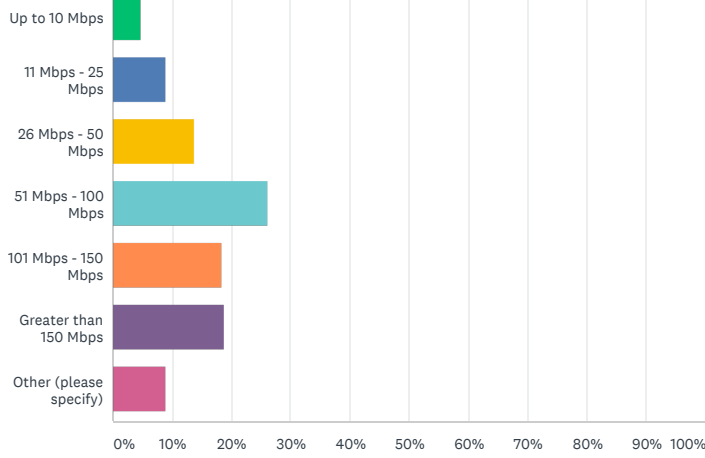
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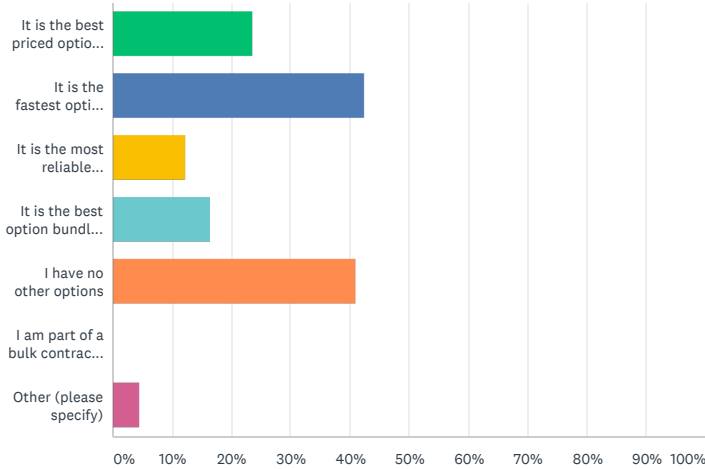
ANSWER CHOICES	RESPONSES
Up to 10 Mbps	4.72% 11
11 Mbps - 25 Mbps	9.01% 21
26 Mbps - 50 Mbps	13.73% 32
51 Mbps - 100 Mbps	26.18% 61
101 Mbps - 150 Mbps	18.45% 43
Greater than 150 Mbps	18.88% 44
Other (please specify)	9.01% 21
TOTAL	233

Q6



Why did you select the Internet service that you currently have? (select all that apply)

Answered: 236 Skipped: 0



ANSWER CHOICES	RESPONSES
It is the best priced option available	23.73% 56
It is the fastest option available	42.37% 100
It is the most reliable service available	12.29% 29

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236 responses

Total Respondents: 236



ANSWER CHOICES

ANSWER CHOICES	RESPONSES	
It is the best option bundled with other services (i.e. phone, TV)	16.53%	39
I have no other options	41.10%	97
I am part of a bulk contract and am required to have it (through HOA or rent)	0.00%	0
Other (please specify)	4.66%	11

Total Respondents: 236

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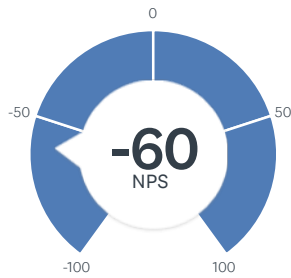


Q7



How likely is it that you would recommend your current Internet service to a friend or colleague?

Answered: 236 Skipped: 0



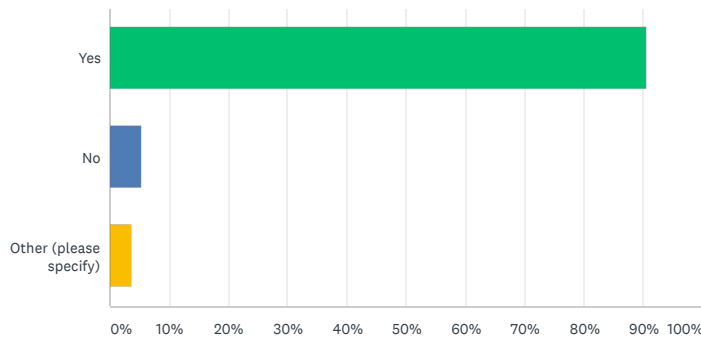
DETRACTORS (0-6)	PASSIVES (7-8)	PROMOTERS (9-10)	NET PROMOTER® SCORE
69%	21%	10%	-60
164	49	23	

Q8



Are you supportive of the city actively pursuing additional broadband options for our community?

Answered: 236 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	90.68%	214
No	5.51%	13
Other (please specify)	3.81%	9
TOTAL		236

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Q9

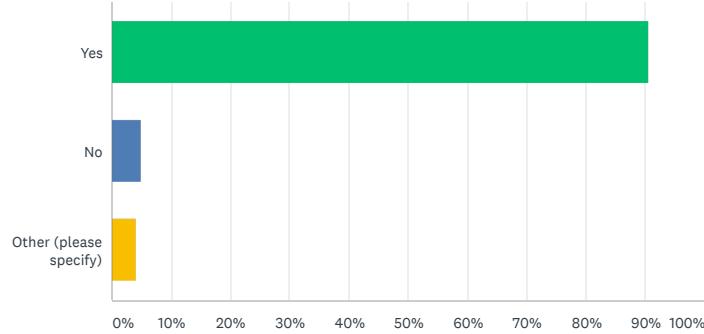


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Are you supportive of the city building a fiber-to-the-home network if it can be paid for only by those that voluntarily sign up for services (no taxes or fees for non-subscribers)?

Answered: 236 Skipped: 0



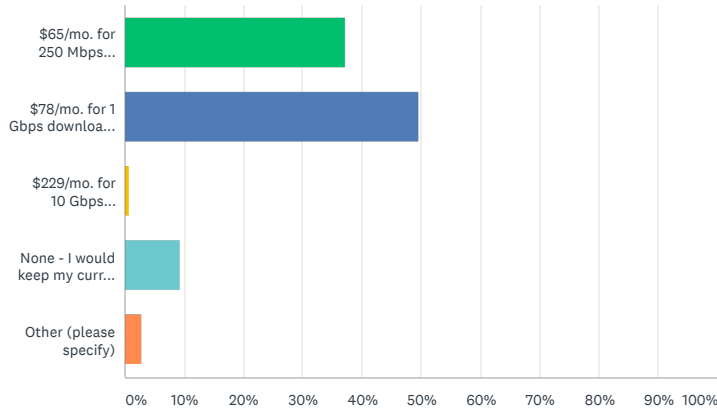
ANSWER CHOICES	RESPONSES	
Yes	90.68%	214
No	5.08%	12
Other (please specify)	4.24%	10
TOTAL		236

Q10



If you were offered the following options from a fiber broadband provider, what would you sign up for?

Answered: 236 Skipped: 0



ANSWER CHOICES	RESPONSES	
\$65/mo. for 250 Mbps download / 250 Mbps upload	37.29%	88
\$78/mo. for 1 Gbps download / 1 Gbps upload	49.58%	117
\$229/mo. for 10 Gbps download / 10 Gbps upload	0.85%	2
None - I would keep my current service	9.32%	22
Other (please specify)	2.97%	7

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TOTAL 236

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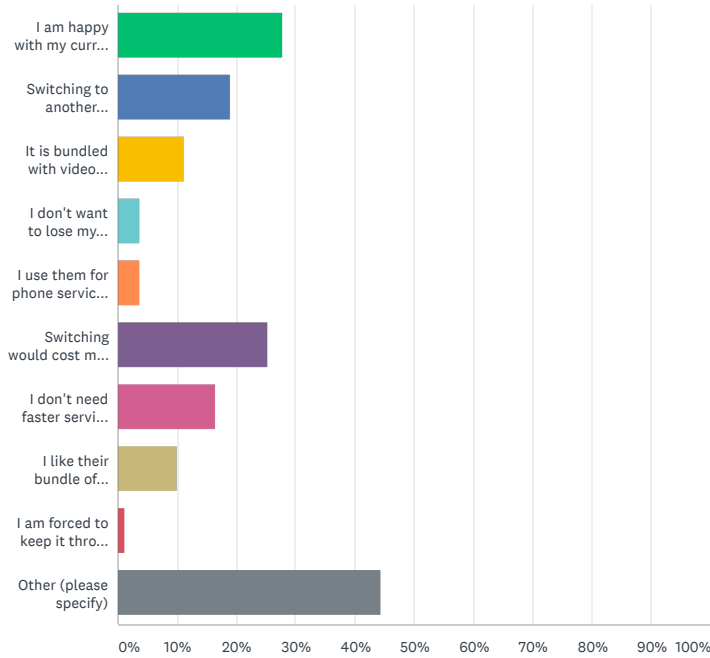


Q11



If you answered "None - I would keep my current service" to the previous question, why would you keep your current Internet service? (optional, select all that apply)

Answered: 79 Skipped: 157



ANSWER CHOICES	RESPONSES
I am happy with my current service	27.85% 22
Switching to another provider is a hassle	18.99% 15
It is bundled with video service has channels I can't get from other providers	11.39% 9
I don't want to lose my email address	3.80% 3
I use them for phone service and don't want to lose my phone number	3.80% 3
Switching would cost me more money	25.32% 20
I don't need faster service than what I currently have	16.46% 13
I like their bundle of services and don't want to have to buy services from multiple providers	10.13% 8
I am forced to keep it through an HOA or rental agreement	1.27% 1
Other (please specify)	44.30% 35
Total Respondents: 79	

Q12



What is your street address? (optional)

Answered: 123 Skipped: 113

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Q13



What is your name? (optional)

Answered: 96 Skipped: 140

Q14



What is your email address? (optional)

Answered: 109 Skipped: 127

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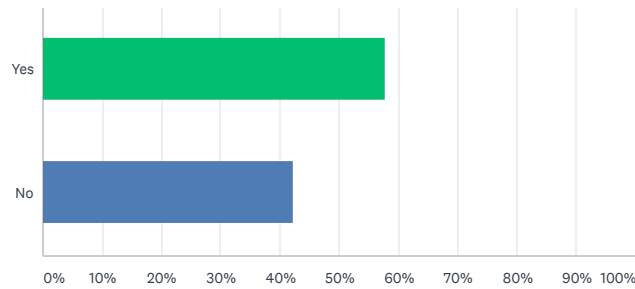


Q15



Would you like to receive email updates on any news related to the city pursuing additional broadband options?

Answered: 204 Skipped: 32



ANSWER CHOICES

RESPONSES

Yes	57.84%	118
No	42.16%	86
TOTAL		204

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