

## 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, 24 January 2017** at the **City Council Chambers, 1600 E. South Weber Dr.**, commencing at **6:00 p.m.**

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### WORK MEETING:

**5:00 p.m.** Discussion of agenda items, correspondence, and/or future agenda items

### COUNCIL MEETING:

**6:00 p.m.** PLEDGE OF ALLEGIANCE – Council Member Hyer  
PRAYER - Council Member Taylor  
APPROVAL OF AGENDA  
DECLARATION OF CONFLICT OF INTEREST

#### **1. CONSENT AGENDA:**

- ◆ Approval of January 10, 2017 Meeting Minutes
- ◆ Approval of January 10, 2017 Work Meeting Minutes
- ◆ Approval of January 14, 2017 Summit Meeting Minutes
- ◆ Approval of **RES 17-02** Appointment of Planning Commission Member
- ◆ Approval of Davis County Election Services approx. \$7,000

**6:05 p.m.**

#### ***Davis County Commissioners Q & A for Council and Citizens***

**7:05 p.m.**

#### **2. ACTION ITEMS:**

- a. **RES 17-03** Old Maple Farms Cost Share Agreement
- b. **RES 17-04** Final Plats Old Maple Farms Subdivision Phases 1 & 2
- c. Fire Engine down payment approx. \$200,000
- d. Motion to approve a realtor for the solicitation of City real property for parcels 13-033-0096, 13-033-0077, & 13-033-0078

**7:35 p.m.**

#### **3. DISCUSSION ITEMS:**

- a. **ORD 17-01** Adopting SWC Code Title 1, Administration

#### **4. CITY COUNCIL REPORT(S) ON DESIGNATED RESPONSIBILITIES**

**7:55 p.m.**

5. **PUBLIC COMMENT:** Please keep public comments to 3 minutes or less per person (no action to be taken)

**8:00 p.m.**

#### **6. ADJOURN**

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:

CITY OFFICE BUILDING

EACH MEMBER OF THE GOVERNING BODY

UTAH PUBLIC NOTICE WEBSITE

CITY WEBSITE [www.southwebercity.com](http://www.southwebercity.com)

THOSE LISTED ON THE AGENDA

[www.pmn.utah.gov](http://www.pmn.utah.gov)

DATE: January 19, 2017

CITY RECORDER: Elyse Greiner

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.

\*Agenda times are approximate and may be moved in order, sequence and time to meet the needs of the Council\*

# SOUTH WEBER CITY CITY COUNCIL MEETING

**DATE OF MEETING:** 10 January 2017

**TIME COMMENCED:** 6:00 p.m.

**PRESENT: MAYOR:**

Tammy Long

**COUNCILMEMBERS:**

Scott Casas  
Kent Hyer  
Merv Taylor  
Jo Sjoblom

**CITY RECORDER:**

Elyse Greiner

**CITY MANAGER:**

Tom Smith

**CITY ATTORNEY:**

Doug Ahlstrom

**Transcriber:** Minutes transcribed by Michelle Clark

**VISITORS:** Debi Pitts, Brad Pitts, Cole Fessler, Clint Byram, Donna Tolman, Dean Tolman, Brad Tolman, Roney Ketts, Baydon Ketts, LaRae Harper, Ray Judkins, Susan Judkins, Raelene Miller, Tracie Turner, Daren Gardner, Jaydrienne Tolman, Lilee Byram, Calin Byram, Tami Ketts, Brighton Allen, Mike Swallow, Leslie Waters, Trevor Schenck, and Bruce Nilson.

Mayor Long said Council Member Poore turned in her ipad, badge, and resignation last night.

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

**PLEDGE OF ALLEGIANCE:** Council Member Sjoblom

**PRAYER:** Council Member Casas

**AGENDA:** Council Member Sjoblom moved to approve the agenda as written. Council Member Hyer seconded the motion. Elyse called for the vote. Council Members Casas, Hyer, Taylor, and Sjoblom voted yes. The motion carried.

**CONFLICT OF INTEREST:** None

**CONSENT AGENDA:**

- Approval of December 13, 2016 Work Meeting Minutes
- Approval of December 13, 2016 Meeting Minutes
- Approval of December 20, 2016 Meeting Minutes

- **Approval of November 2016 Budget to Actual**
- **Approval of December 2016 Check Register**
- **RES 17-01 Appointment of Mayor Pro Tempore**

**Council Member Hyer moved to approve the consent agenda. Council Member Taylor seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, and Sjoblom voted yes. The motion carried.**

**Fire Department Oaths of Office – Chief Derek Tolman and Officers:** Elyse swore in Chief Derek Tolman. Chief Tolman then swore in Roney Ketts, Jake Judkins, Clint Byram, and Cole Fessler.

**ACTION ITEMS:**

**Council Member Sjoblom moved to open the public hearing for the sale of SWC Real Property: 3.9 acres located at approx. 2071 E. South Weber Dr. (Parcel 13-033- 0077); and .58 acres located at approx. 2068 E. South Weber Dr. (Parcel 13-033- 0078). Council Member Hyer seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, and Sjoblom voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Public Hearing on Sale of SWC Real Property: 3.9 acres located at approx. 2071 E. South Weber Dr. (Parcel 13-033- 0077); and .58 acres located at approx. 2068 E. South Weber Dr. (Parcel 13-033- 0078):** Mayor Long asked if there was any public comment. There was none.

**Council Member Sjoblom moved to close the public hearing. Council Member Taylor seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, and Sjoblom voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Council Member Casas moved to approve the sale of SWC Real Property: 3.9 acres located at approx. 2071 E. South Weber Dr. (Parcel 13-033- 0077); and .58 acres located at approx. 2068 E. South Weber Dr. (Parcel 13-033- 0078). Council Member Sjoblom seconded the motion. Elyse called for a roll call vote. Council Members Casas, Hyer, Taylor, and Sjoblom voted yes. The motion carried.** It was stated that city staff has approval to move forward with a commercial realtor to advertise the sale of these two parcels.

**DISCUSSION ITEMS:**

**Cost of Job Valuation and Compensation Study Approximately \$9,000**

Tom is requesting that the City do this study because it would assist in updating job descriptions and development, job evaluation and classification, labor market analysis, and compensation policies and procedures. He said this study will allow South Weber to remain competitive with employee hiring and retention. Tom said the study will cost approximately \$9,000. He said since 2012 the City hasn't had a plan in place for compensating employees.

Mike Swallow, of Personnel Systems & Services, approached the Council. He said having a mechanism in place and keeping your pay system current is ideal. Mayor Long asked about job evaluations. Mike explained how they conduct value surveys in which employees establish priorities on their jobs. He said this study will take approximately 90 days. He then discussed eliminating pay grades. He said every value in a job has a dollar amount assigned to it. He said the City will have everything they need to keep it thriving and managed (as long as the date is current).

### **6650 S. Open House Follow Up**

Brandon Jones, City Engineer, said an Open House with the public was held on December 7, 2016 to discuss improvement options for 6650 South. He has put together a summary of the surveys that were completed at the Open House. He said most individuals were in favor of dead ending 6650 South with a hammerhead turnaround. He said this option assumes Silver Oak Lane is installed against the west property. This option would not be able to be put in place until Silver Oak Lane is developed. Brandon is not opposed to closing off the road. He understands this item has been an issue for as long as he has been with the City. He does feel the City needs to follow the master plan. He discussed the hammerhead turnaround going into the driveway of the last home on 6650 South. He would suggest painting the turnaround. He also discussed the possibility of the hammerhead turnaround between the two houses on the south side of 6650 South. Tom said Old Maple Farms Subdivision is kind of the catalyst for the need to do something about 6650 South. Brandon said the developer will widen 6650 S. another 2' on either side to the west of the Silver Oak Lane connection. Council Member Casas discussed widening 6650 South from Silver Oak Lane to South Weber Drive. Brandon said a right of way would need to be purchased, but ultimately the master plan shows 6650 South bending into a new road. Council Member Casas is concerned about the bus stop. Brandon suggested moving the bus stop into the Old Maple Farms subdivision. Council Member Casas would like to see the road widened more than 24'. Brandon said he doesn't have a definite preference on what to do with 6650 South. He is more in favor of meeting fire code. He said, keep in mind, the City will be paying for any improvements on this road. Council Member Taylor said he has talked to some of the residents and most want the road dead ended.

### **Fire Engine Purchase for Approximately \$411,785**

Chief Tolman said he is requesting the Council consider purchasing a new engine for the Fire Department. He provided specs of a truck for sale but it has since been purchased by somebody else. Derek said if the City makes a purchase of a new truck, then they can have it for 25 years with the purchase of another new vehicle in 10 to 15 years. Chief Tolman discussed customizing the fire truck for South Weber City. He said it will take approximately one year for customization. He said the current fire truck is 22 years old. He discussed options for financing. He said engine 1 should be good for another 2 years. He said the ladder truck is not worth very much. Council Member Hyer asked Chief Tolman, as he meets with Rosenbauer, that he would request a presentation on why you are choosing various options. It was suggested adding this item to the City Council agenda for January 24<sup>th</sup>.

**Snow Removal Service Level:** Mayor Long is concerned about snow removal by the South Weber Elementary School. Pictures were presented displaying the crossing guard shoveling the snow as well as areas where the water is gathering up on the streets. Tom discussed how they are currently working with Davis School District because the snow is getting pushed back and forth. Tom said there are times when Curtis Brown has used the City's four-wheeler to help with



snow removal, but ultimately it is Davis School District's responsibility to clear the sidewalk. Mark Larsen said he is willing to do whatever he can to help.

Council Member Casas said he was concerned about Christmas Day. He said he had several complaints concerning individuals who live in cul-de-sacs. Mark explained the procedure for snow removal. Council Member Hyer said we need to give the guys a break because it was Sunday and it was a holiday and it snowed all day.

**COUNCIL ITEMS:**

**Council Member Casas:**

**Street Light:** He reported the street light on 2350 East needs to be fixed as well as the one in Kent Hyer's cul-de-sac.

**Council Member Hyer:**

**Youth City Council:** He said the Youth Council will be attending a leadership retreat in March at Utah State University. He said there are a lot of neat youth involved in the City with Youth Council.

**Council Member Sjoblom:**

**Citizens Committee Meeting:** She said they held the first Citizens Committee Meeting last week. She said they are looking at options for playground equipment for Central Park.

**Pickle ball Workshop:** She is working with Curtis Brown concerning holding pickle ball workshops at the Family Activity Center.

**Council Vacancy:** Tom discussed the process and advertising for applicants for the newly vacant council position.

**Council Member Taylor:**

**Public Works Department:** He thanked the Public Works Department for the snow removal and said they are doing a super job. He also thanked Chris Tremea for code enforcement.

**CITY MANAGER ITEMS:**

**Petersen Family Donated Property:** He said the Petersen family donated property to the City. He said there has been an interest in this property. Mark Larsen gave a brief history of the property. Brandon said the City needs to research if there were any conditions attached to the donation.

**City Summit:** He said the City Summit will be held this Saturday from 8:00 a.m. to 5:00 p.m. at the Davis County Library in Farmington.

**CITY RECORDER ITEMS:**

**EOC on December 6, 2016:** Elyse said the deadline for the 3 assignments given at the seminar is today. She had asked everyone to read the first eighteen pages of the City’s EOP, complete ICS 100, and prioritize the 14 hazards listed in the EOP. She has only received four responses from approximately sixteen who attended.

**PUBLIC COMMENTS:**

**Trevor Schenck, 6455 Raymond Drive,** said he is not opposed to the soccer complex, but he wants to make sure it is done right. He said during the process the developer said there would be two teams using this facility. He has recently talked to the developer and was told there will be two teams practicing outside and six teams inside. He asked if there is something that can be done with the traffic parking on the street.

**Raelene Miller, 291 E. 6650 S.,** asked what the decision is to be made on 6650 South. Mayor Long is not in favor of helping a developer to profit. Council Member Hyer said this item was on the agenda for discussion. She is in favor of a dead end, but not having the turn around in her yard.

**Derek Tolman, 7325 S. 1600 E.,** said concerning the hammerhead turn around on 6650 South the driveway will be need to be able to withstand 70,000 lbs.

**ADJOURNED:** Council Member Hyer moved to amend the agenda. Council Member Sjoblom seconded the motion. Elyse called for the vote. Council Members Casas, Hyer, Sjoblom, and Taylor voted yes. The motion carried.

Council Member Taylor moved to adjourn the meeting at 8:15 p.m. Council Member Sjoblom seconded. Elyse called for the vote. Council Members Casas, Hyer, Sjoblom, and Taylor voted yes. The motion carried.

**APPROVED:** \_\_\_\_\_ Date

**Mayor: Tammy Long**

\_\_\_\_\_  
**Transcriber: Michelle Clark**

**Attest:** \_\_\_\_\_  
**City Recorder: Elyse Greiner**

# SOUTH WEBER CITY COUNCIL WORK MEETING

**DATE OF MEETING:** 10 January 2017

**TIME COMMENCED:** 5:03 p.m.

**PRESENT: MAYOR:**

Tammy Long

**COUNCILMEMBERS:**

Scott Casas  
Kent Hyer (arrived 5:07 p.m.)  
Merv Taylor  
Jo Sjoblom

**CITY RECORDER:**

Elyse Greiner

**CITY MANAGER:**

Tom Smith

**Transcriber:** Minutes transcribed by Michelle Clark

**VISITORS:** Derek Tolman, Mark McRae, Jake Judkins, and Paul Laprevote.

Mayor Long reported that Council Member Poore has turned in her resignation.

## **CONSENT AGENDA:**

- **Approval of December 13, 2016 Work Meeting Minutes**
- **Approval of December 13, 2016 Meeting Minutes**
- **Approval of December 20, 2016 Meeting Minutes**
- **Approval of November 2016 Budget to Actual**
- **Approval of December 2016 Check Register**
- **RES 17-01 Appointment of Mayor Pro Tempore**

Mayor Long asked if there were any questions concerning the minutes. There were none. Mayor Long asked if there were any questions concerning the budget to actual. Council Member Casas asked about administrative (professional tech and subdivision review) to Jones & Associates. Mark McRae explained that all of those that are expensed are then billed back to the developer. Tom said the City doesn't allow the subdivision to move forward until those fees are paid. Mayor Long asked if there were any questions on the check register. There were none.

Mayor Long said Resolution 17-01 will appoint Scott Casas for one year as Mayor Pro Temp.

**Fire Department Oaths of Office – Chief Derek Tolman and Officers:** Chief Tolman said typically a city will give the oath of office to the Fire Chief and then he will give the oath of office to Jake Judkins, Roney Ketts, Clint Byram, and Cole Fessler. He said Chris Tremea is unable to attend and will receive the oath of office at a later date.

## **ACTION ITEMS:**

**Public Hearing on Sale of SWC Real Property: 3.9 acres located at approx. 2071 E. South Weber Dr. (Parcel 13-033- 0077); and .58 acres located at approx. 2068 E. South Weber Dr. (Parcel 13-033- 0078):** Tom said he will advertise the sale of this property as soon as possible. Council Member Casas said the longer distance from the appraisal will change the market value. Tom said the plan is to have a commercial broker sale the property. Council Member Hyer asked if there are any local realtors in the City.

### **DISCUSSION ITEMS:**

#### **Cost of Job Valuation and Compensation Study Approximately \$9,000**

Tom said in 2012 the City conducted a study and employed a member of Washington Terrace staff at the time. He said it was only valid for one year. He said the purpose for this is that he doesn't want to come to the Council requesting higher compensation. He would rather see there be a merit compensation. Council Member Hyer is concerned about having something like this done because what if the market shows the City's employees are being over compensated. Council Member Casas said he is not in favor of conducting such a study. He is concerned that a study will take place and then nothing will happen. Council Member Hyer said he would rather take that money and give the staff a bonus. Tom said it is a four phase study that comprises twenty five steps. The steps will include a "Job Value" survey and Position Analysis Questionnaire to be completed. The Position Analysis Questionnaire will ask a variety of questions related to job duties, responsibilities, knowledge, skills abilities, etc. This is a standard tool necessary in accumulating job facts for all job classifications. Tom said a Labor Market Analysis would also be completed in which the consultant will conduct a survey of base wages within a selected labor market. Tom said he is requesting that the City do this study because it would assist in updating job descriptions and development, job evaluation and classification, with labor market analysis, and with compensation policies and procedures. This study will allow South Weber to remain competitive with employee hiring and retention. Tom said the study will cost approximately \$9,000. Council Member Sjoblom asked if the city comparison is with other cities that are South Weber City's size. Tom said, "yes". He said it will also look at nonprofit organizations. He estimated it will take three months to get the information back on the study. Tom said he would like to have some structure for the employees. Council Member Taylor is concerned about the study coming back showing an employee is grossly underpaid. Council Member Hyer doesn't feel the City is that far off the mark. Tom feels strongly that the City needs a program that will give employees incentives to work.

#### **6650 S. Open House Follow Up**

Tom said Brandon Jones will be in attendance to discuss the follow up from the Open House that was held on December 7, 2016 to discuss improvement options for 6650 S. He has put together the options and has come up with a summary of the surveys that were completed at the Open House. Council Member Casas asked about the timing of construction for 6650 South. Tom said the timing centers on Old Maple Farms Subdivision construction. Discussion took place regarding the need for 6650 South to be widened with all the development going on in the area. Council Member Hyer said the City needs to come up with some type of solution with what we want to do with these types of roads. Mark Larsen discussed Bambroughs wanting to develop their property, which would affect 6650 South.

#### **Fire Engine Purchase for Approximately \$411,785**

Chief Tolman is requesting the Council consider purchasing a new engine for the Fire Department. Here is the final cost for the engine with the cost adjusted for paint and a few additions to make it NFPA compliant (siren and rumbler). It has 17,000 miles. The Pump has very few hours on it. -Commander chassis with 60" cab and 11" raised roof, seating for 6 - Overall length = 30' 8" - Overall height = 9' 11" - Cummins ISL9 450 HP engine with 3000 Series Transmission - FX 3/16 aluminum body - 750 - gallon water tank - Rosenbauer N 1500 GPM pump, PTO driven - Lever bank valve controls - Smart power 10 KW hydraulic generator - Whelen LED light package Cost includes delivery to South Weber. \$411,785.

Chief Tolman discussed the City's current truck and how difficult it is to find replacement parts for. He said to save the City money, it is cheaper to go with an engine verses a Quint. He said there is already \$200,000 in the vehicle replacement program with \$85,000 to go in next year. Council Member Casas suggested the Council put together some type of spending authority so that when these opportunities arise, the Fire Chief can act on them. Jake Judkins said an engine typically stays on the front line for ten years. Chief Tolman said to do a full refurbish would be virtually the same cost. Council Member Casas suggested purchasing a new 2018 fire truck, putting down a deposit, and signing a contract now. Chief Tolman said there are a lot of departments switching to Rosenbauer trucks.

**Snow Removal Service Level: no discussion on this item**

**Adjourned at 6:00 p.m.**

**APPROVED:** \_\_\_\_\_ **Date**  
**Mayor: Tammy Long**

\_\_\_\_\_  
**Transcriber: Michelle Clark**

**Attest:** \_\_\_\_\_ **City Recorder: Elyse Greiner**

# SOUTH WEBER CITY COUNCIL 2017 SUMMIT

**DATE OF MEETING:** 14 January 2017

**TIME COMMENCED:** 8:00 a.m.

**PRESENT: MAYOR:**

Tammy Long (arrived at 8:22 am)

**COUNCILMEMBERS:**

Scott Casas

Kent Hyer

Merv Taylor

Jo Sjoblom

**PLANNING COMMISSIONERS:**

Wayne Winsor

Rob Osborne

West Johnson

Debi Pitts

Taylor Walton

**CITY MANAGER:**

Tom Smith

**CITY RECORDER:**

Elyse Greiner

**CITY ATTORNEY:**

Doug Ahlstrom

**CITY TREASURER:**

Paul Laprevote

**CITY FINANCE DIRECTOR:**

Mark McRae

**CITY ATTORNEY:**

Doug Ahlstrom

**PUBLIC WORKS DIRECTOR:**

Mark Larsen

**FIRE CHIEF:**

Derek Tolman

**RECREATION DIRECTOR:**

Curtis Brown

**Transcriber:** Minutes transcribed by Michelle Clark

**VISITORS:** Keith Christensen and Aaron Snow.

Tom welcomed those in attendance and said this is an open public meeting.

**General Plan - How and why they are created? How are they implemented? Why they are important to follow? Facilitators: City Engineer, Brandon Jones & City Planner, Barry**

**Burton:** Barry Burton stated the General Plan is the document that guides land use and infrastructure development across the City. It sets forth goals and objectives and is developed in response to city leader and public concerns and desires.

Brandon said the Capital Facilities Plan (CFP) is a long-range plan of capital projects with estimated dates and costs, and proposed methods of financing. The Plan should be reviewed and updated on a regular basis. Capital facilities are the facilities needed to maintain the current Level of Service and support growth for a particular “utility”. They include: water, sewer, storm drain, irrigation, streets/transportation, and parks. Brandon said it is important to understand the Level of Service (LOS) which is a qualitative measure used to relate the quality of service provided based on specific parameters. For example: minimum pressure for all users in a water system, etc. He then discussed “Existing Deficiency” which is when the current system is not operating at the established Level of Service. He said “Growth-Related Capital Project” is a project needed only due to future growth. He explained that Capital Projects identified in a Capital Facilities (CFP) will either be “Existing Deficiency” projects, or “Growth-Related” projects or they may be needed for both.

Brandon identified what the Impact Fee Facilities Plan (IFFP) is. He stated this is a report containing a subset of capital projects identified as being needed for the anticipated growth in the next 6-10 year planning window for each capital facility. This report is required to be certified by a qualified professional. The Impact Fee Analysis (IFA) is a financial report which calculates the actual impact fee based on the capital projects identified in the IFFP for each capital facility. This report is required to be certified by a qualified professional.

Brandon said a Utility Rate Study (URS) is a study that calculates how much each user should be charged for the service from that particular utility. This calculation may take into account maintenance, personnel, equipment, and existing deficiency capital projects. He stated the Capital Improvement Plan (CIP) is a 3-5 year plan that combines the anticipated capital projects from each capital facility (e.g. water, sewer, storm drain, etc.) into the fiscal year in which those projects are anticipated to be constructed.

Barry said the general plan helps to anticipate the City needs for the future. He said it is something that is required by the State. It must address low and moderate income housing. It also has to address sexually oriented businesses. He said the general plan serves as a guide not a law. The plan considers impacts to the City from outside sources such as Hill Air Force Base, the gravel pits, and geologic hazards. He said the general plan identifies locations for parks, population, etc. He said it also identifies goals of how we get there. He said varying from the general plan does have consequences and should be weighed very carefully.

Barry said in creating a general plan you first need to assess the current situation and look at deficiencies. He said the Planning Commission will hold public open houses and public hearings to get public input on the plan. He said the City Council has the final approval of the general plan. He said generally a general plan is reviewed every five years. Brandon said a section can be revised at the City’s discretion.

Brandon said the majority of funding that is approved and spent is on infrastructure. He explained the difference between the zoning map and land use map. He said zoning identifies how the land can be used, and land use is the projection of what is anticipated that can happen.

Brandon discussed the Impact Facilities Plan which includes anticipated projects from CFP, 6-10 year planning window, and meet (but not increase) existing LOS. He said he is not



recommending the City spend money to help development, but sometimes the timing takes place because a developer is developing and the City may need to participate in cost sharing etc. Rob Osborne questioned if the City can charge impact fees in the development of a street in which a developer is trying to get access to his property. Brandon said the City policy is that the developer is responsible to pay for the street that fronts the development. He then discussed impacts fees and level of service. He said it can be difficult when there is no funding source. He said the City has a storm utility fund, sewer utility fund, but there is no other funding source to take into consideration when a development isn't required to improve a street. He discussed the City not having a traffic street utility fee. Barry discussed requiring developers to do a traffic study. Tom said the purpose of this presentation is that the general plan drives decisions for the City.

Barry discussed and reviewed Zoning Ordinance. He said there is a correlation with densities in the zones. He said the general plan identifies zoning for certain areas in the City. Barry feels the Zoning Ordinance should be reviewed and amended. He discussed conditional uses becoming more and more suspect. Brandon discussed the Subdivision Ordinance. He said this process includes review of the plat, improvement plans (infrastructure), review, approval, construction of improvements, building permits, conditional acceptance, guarantee period, and final acceptance. Brandon recommended extending the warranty period from one to two years.

**Break**

**2017 Council Policy Priorities Discussion - Three Year Strategic Capital Improvements Plan Goals:**

**1. Water, Sewer Capital Facilities Plans:** Brandon has completed the Capital Facilities Plan for Water but is still working on the Capital Facilities Plan for Sewer.

**2017-2018 Fiscal Year Capital Projects**

**Priority:**

- 1. Public Safety**
- 2. Basic Services**
- 3. Cost Efficient**
- 4. Growth Oriented**
- 5. Tim Sensitivity**

**Project:**

**Priority:**

**Estimated Cost:**

**Funding:**

Public Works Facility/Salt Shed	1	\$ 30,000.00	General Fund
Fire Engine Replacement	2	\$ 480,000.00	General Fund
Old Maple Farms Detention Basin (upsized)	3	\$ 450,000.00	Impact Fees/GF
1250 East Reconstruction	4	\$ 450,000.00	General Fund
CFP Water: Generator @ Church St Pump Station	4	\$ 98,112.00	General Fund
6650 South Solution	5	TBD	Impact Fees/GF
1900 East to Layton City	6	\$ 780,000.00	General Fund
Lester Drive	7	\$ 170,000.00	General Fund
Central Park Playground Equipment	8	\$ 150,000.00	General Fund
CFP Water: upsized (4) pipes to 8"	9	\$ 749,500.00	General Fund
Cottonwood Drive	10	\$ 225,000.00	General Fund
Overlay 475 East	10	\$ 200,000.00	General Fund

Council Member Casas discussed the need for street lights to be installed on 1250 East. Council Member Sjoblom discussed the Citizens Committee meeting in which they discussed the Central Park playground equipment. She said the committee was in favor of keeping the existing playground area and adding new equipment to it. Chief Tolman discussed the options for a new fire truck. He is working with the State Fire Marshal concerning the specific needs the fire truck would need for South Weber City. Tom said he has been working with Mayor Flinton from Uintah City concerning Cottonwood Drive and the possibility of a cost share agreement. Council Member Casas would like to look into the cost to add the trail. Brandon suggested keeping the trail separate from the Cottonwood Drive street project. The Council also discussed looking into a parking lot in the area. Council Member Osborne brought up the possibility of annexing Cottonwood Drive to Uintah. Discussion took place regarding Old Maple Farms Detention Basin being used as a possible football field. The field would need to be 130' x 350'. Council Member Casas discussed the possibility of locating a Public Works Facility on Cornia Drive. Brandon discussed looking at possible locations on the west end of the City. Commissioner Osborne is concerned about taking away possible commercial areas by going with the Cornia Drive location. Council Member Osborne feels the City needs to look into connecting 1900 East. He said there is a public safety issue, business development on top of the hill, fire protection access from Layton City, etc. Commissioner Winsor discussed ranking according to criticality, condition, consequence, and likelihood.

#### ***Council and Planning Commission***

***Facilitators: City Manager, Tom Smith & City Engineer, Brandon Jones***

#### **Lunch**

Tom discussed the vacancy for the City Council. It was decided a special meeting will be held on 7 February 2017 to appoint a new council member and resolve the 6650 South project.

**Council Member Casas moved to amend the agenda for the purpose of scheduling a special meeting on February 7, 2017. Council Member Taylor seconded the motion. Elyse called for the vote. Council Member Taylor, Hyer, Casas, and Sjoblom voted yes. The motion carried.**

**Council Member Casa moved to cancel the City Council meeting on February 14, 2017. Council Member Hyer seconded the motion. Elyse called for the vote. Council Member Taylor, Hyer, voted yes. Council Member Casas and Sjoblom voted no. Mayor Long voted yes. The motion carried 3 to 2.**

#### **Financial Status of the City –**

- **Future General Revenue Forecasts**
- **Growth Revenue Forecasts**
- **Service Level to be Provided Facilitators: Finance Director, Mark McRae & City Treasurer, Paul Laprevote**

Paul Laprevote said South Weber has grown and changed from a rural, agricultural community to a growing, upper class, bedroom community. 2013 median household income for South Weber City is \$81,982, for the State \$59,770. As a result, South Weber City faces some challenges. The burden for all services falls on the City's citizens. The citizens of our

neighboring communities do not contribute revenue to the City coffers in the form of tourism, etc. Because of the first limitation bedroom communities are faced with deciding which service they will offer and which they will not. Developers and impact fees pay for the initial increase in the City’s infrastructure. But once those additions are built and accepted by the City the additional costs of maintenance. Our upper-class status based on our high household income puts the City out of the running for most state and federal grants.

Mark McRae reviewed the City debt which is as follows:

Family Activity Center and Fire Station	\$1,204,595 will be paid off in 2027.
Water	<u>\$5,162,913</u> will be paid off in 2040.
	\$6,367,508
Anticipated impact fees to cover bond payments	
Public Safety (8,307/yr thru 2027)	\$ 91,377
Recreation (37,130/yr thru 2027)	\$ 408,430
Water (69,736/yr thru 2040)	<u>\$1, 673,664</u>
	\$2,173, 471
Debt to be covered by <u>other revenues</u>	(4,194,037)

**Capital Replacement – Infrastructure & Equipment**

One measure of the amount to be set aside for future replacement is Depreciation. Accumulated depreciation does not take into effect inflation. But it does show the minimum needed to be set aside for future replacements.

Gov Activities Accum. Deprec. (p26)	\$ 6,534,534
Cap Proj Fund Balance less 2017 projects	\$ 1,267,153
Shortfall	\$ (5,267,381)
Bus. Activities Accum. Deprec.	\$ 4,261,921
Cash Balances less 2017 projects	\$ 3,400,346
Shortfall	\$( 861,575)
Total Capital Replacement Shortfall	\$(6,128,956)

Mark discussed bonds, reducing service levels, eliminate non-essential services, economic development and raising taxes. Council Member Casas suggested increasing impact fees. Brandon said impact fees are not a discretionary number. He said impact fees are based on infrastructure needs. Mark said things are wearing out in the City and you have to plan for those types of things.

*Facilitators: Finance Director, Mark McRae & City Treasurer, Paul Laprevote:*

**Break**

**Economic Development – What Does the Future Look Like?**

- **Strengths: East End of the City and I-89**
- **Obstacles: Location, Infrastructure, Zoning**

- **Resources**
- **Public Education: Culture & Tradition**
- **Commitment**

Commissioner Osborne said he met with Mayor Long and Tom Smith concerning economic development. He said they came up with four areas: (1) areas (2) what do we want (3) code (4) influence and (5) annexation. He said they would like to focus on item #1 and item #2. Discussion took place regarding East side verses West side commercial area advantages. It was stated the east side has lack of space, Highway 84 and Highway 89, infrastructure, attractive, shapes of land, money, and population. The west end has room/space, no infrastructure, and Highway 84. Brandon discussed commercial developers who look at rooftops and what that does for commercial. Mayor Long suggested getting statistical information from Maverik concerning their numbers. She feels that actual documentation will help to draw in other developers. Types of businesses included: RV, boat, ATV, REI, Bass Pro, Dave & Busters, Indoor gun range, recreation shop, bike shop, movie theater, food store, CVS or Walgreens, cleaners, car wash, fast food, medical office space, car dealership, etc. Brandon discussed the ease of access to South Weber City. Discussion took place regarding South Weber City having some type of branding. Council Member Casas discussed a sign advertising commercial development in the City. Tom suggested creating an EDA. Council Member Hyer suggested creating a campaign to promote the east gate entrance. Commissioner Osborne said part of the opportunity to serve on the Planning Commission and City Council is to sale the City. Mayor Long feels the codes need to be in order so that the City is ready. Commissioner Osborne will reach out to his contact concerning development ideas. Council Member Hyer suggested using the City newsletter to help motivate commercial development.

#### *Council and Planning Commission Discussion*

*Facilitators: Mayor Tammy Long & Planning Commission Chair Rob Osborne*

#### **Form of Government - Legislative and Administrative Roles & Responsibilities of a Six**

**Member Council:** Doug discussed new language that he is proposing be added to the City code. Mayor Long read about the City seal. Doug said the seal needs to be added to the City code. He said there are 26 pages of amendments to Title 1 Administration. He would like the code to be simple and able to be read by average citizens. He said there are some definitions that have been moved. He said there has been some confusion with the roles and responsibilities of the legislative and administrative. He has been in the process of combining the State and City code. He discussed the section that was added to Powers of Municipal Government in South Weber City. He then read Paragraph B concerning when the Mayor is allowed to vote. Doug then read from page 12 concerning the Council's duties. Council Member Hyer said he is confused about two different places stating the employees report to the Mayor or the employees report to the City Manager. Doug said that can be changed by ordinance. Doug discussed the elected officers executing a personal bond. He said the City Council and Finance Director need to research and determine the amount of the bond. Doug then referred to the City Manager duties on page 23. Discussion took place regarding the Council requesting something from the City employees and whether or not the City Manager or Mayor is the one who issues the go ahead. Council Member Casas requested this item be put on an agenda for action. Council Member Hyer said where does Tom stop and end and where does the Mayor stop and end. Doug said the ordinance amendment does allow for the Mayor to vote on it. Council Member Sjoblom feels there are some directives that are simpler than others. Tom said sometimes there are jurisdictional items requested that

take hours and hours of time. Elyse said she is confused with the chain of command. She would like to know who the City Recorder and City Treasurer’s boss is since they are appointed by the Council. It was stated the City Manager is the City Recorder and City Treasurer’s supervisor. Doug asked who signs all the contracts. It was decided for day to day services, the City Manager will sign. He said we want everyone to succeed. He doesn’t want to clear up some of these items. He said the City has a six-member council form of government.

*Facilitator: City Attorney, Doug Ahlstrom*

Tom thanked those who were in attendance. Council Member Casas thanked Tom for this meeting. Tom thanked the City staff.

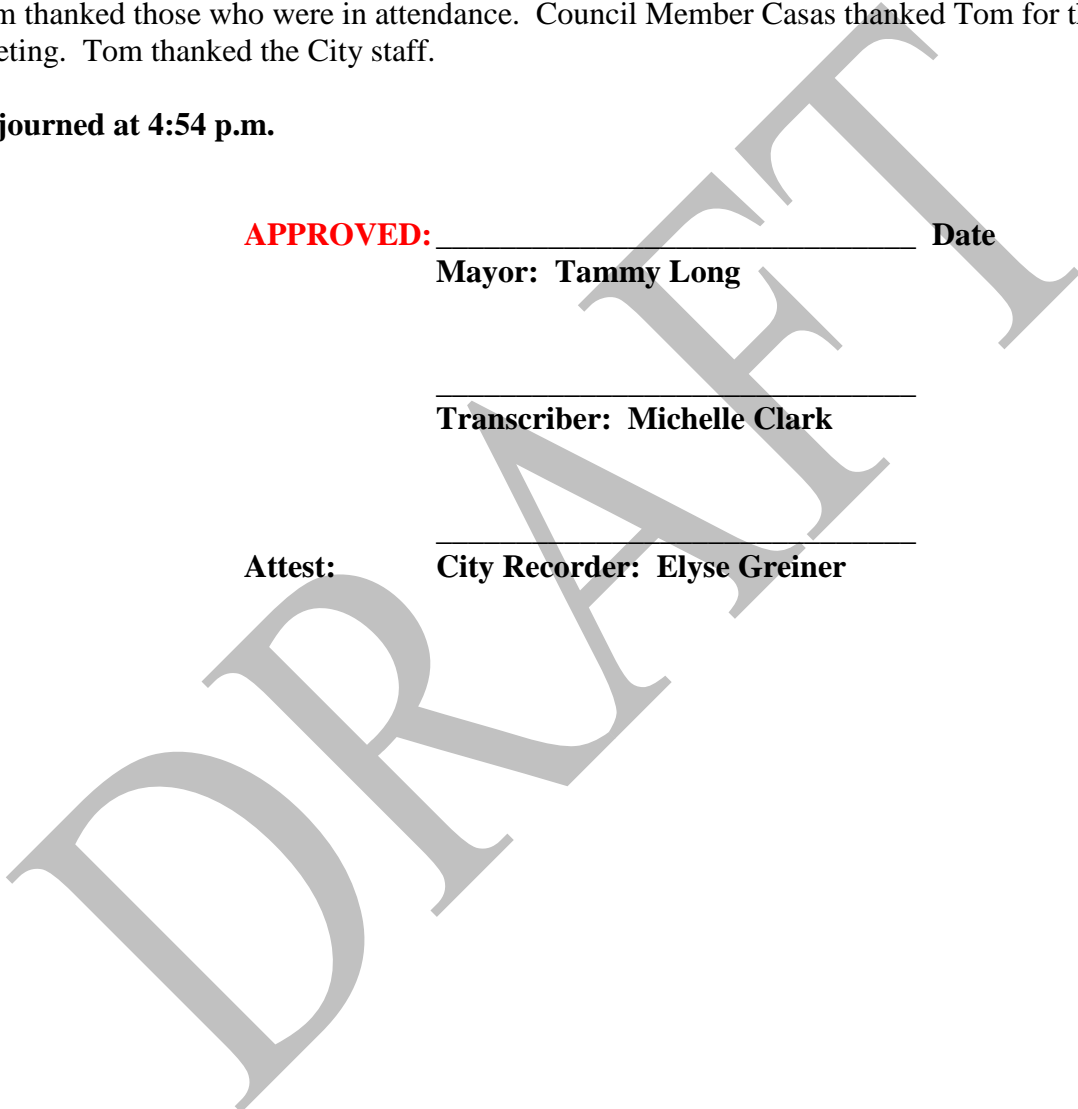
**Adjourned at 4:54 p.m.**

**APPROVED:** \_\_\_\_\_ **Date**

**Mayor: Tammy Long**

\_\_\_\_\_  
**Transcriber: Michelle Clark**

**Attest:** \_\_\_\_\_  
**City Recorder: Elyse Greiner**



# RESOLUTION 17-02

## APPOINTMENT TO SOUTH WEBER CITY PLANNING COMMISSION

**BE IT HEREBY RESOLVED**, by the City Council of South Weber City, State of Utah, as follows:

**WHEREAS**, a vacancy is being created on the Planning Commission due to the fact that Commissioner Ray Wesley Johnson's term expires in January 2017; and

**WHEREAS**, careful consideration was given by the Mayor to the re-appointment of Ray Wesley Johnson to the Planning Commission, and the Mayor now seeks the advice and consent of the City Council to make the appointment;

**NOW THEREFORE**, the following individual is hereby re-appointed to the Planning Commission effective 24 January 2017 through 31 January 2022:

**Ray Wesley Johnson**

**PASSED AND ADOPTED** by the City Council of South Weber City this **24<sup>th</sup>** day of **January 2017**.

\_\_\_\_\_  
**Tamara P. Long, Mayor**

**Attest:**

\_\_\_\_\_  
**Elyse Greiner, City Recorder**

Roll call vote is as follows:

Mr. Casas	Yes	No
Mr. Hyer	Yes	No
Mrs. Sjoblom	Yes	No
Mr. Taylor	Yes	No

# 2017 Municipal Elections

Proposals

South Weber





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Administration options

Important dates

- Deadlines for providing information to the County
- Dates of supply delivery and pickup

By mail system

- Included services
- City responsibilities

Election plan

- Equipment, Officials and Recourses (EOR) worksheet
- Standard election expenses estimate

## Introduction

The Davis County Clerk/Auditor's Office can provide administrative, technical and professional election services for the 2017 Municipal Elections. The scope of these services depends upon the administration option chosen by each city. Below you will find a brief explanation of each option.

Although this book focuses mainly on explaining costs and services for those cities that choose the By Mail System, it also contains important dates, costs, and other general information.

## Administration Options

**City Administered:** With this option the city chooses to run their election using paper ballots (neither provided nor tabulated by the county). The County would provide printed official registers as required by state statute.

**By-Mail system:** With this option the city chooses to contract with the county to administer their election, providing a by mail ballot to all active registered voters (this is an optical scan ballot that is tabulated by the county). One polling location per city will be used with this option.

## Important Dates

Below are important dates that affect each city regardless of which administration option they choose.

February 13, 2016 2017

- Notify County which administration option is chosen.
  - Complete paper voting system
  - By-Mail

May 1, 2015 2017

- Provide polling location(s) and assigned precincts – if using City Administered option
- Provide a list of races and any ballot issues

May 15, 2016 2017

- Complete paper voting system
  - Provide # of check-ins (Official Registers)
- Complete electronic systems
  - Approve election plan (planned turnout, amount of equipment, number of poll workers)

June 8, 2016 2017

- Notify county if a primary election will or will not be needed
- Provide a copy of each declaration of candidacy

**Information provided will be displayed on the State and County websites.**

## Important Dates - Supplies

**City Administered** – City Recorder will pick up Official Registers. Registers will be available on or about the following dates.

Primary Election – July 28, 2016 2017

General Election – Oct 20, 2016 2017

Addendums will be printed as needed

**By Mail** – Election Day voting machines and basic poll supplies will be delivered to the polls on Wednesday, Thursday, or Friday before the election.

Poll workers will pick up remaining poll supplies from the County on Friday or Monday before the election.

**Primary Election** – Friday, Aug. 11<sup>th</sup>, 2:00pm to 5:00pm or  
Monday, Aug. 14<sup>th</sup>, 8:00am to 12:00pm

**General Election** – Friday, Nov. 3<sup>rd</sup>, 2:00pm to 5:00pm or  
Monday, Nov. 6<sup>th</sup>, 8:00am to 12:00pm

## By Mail System – Included Services

Davis County will provide the following services to the cities/districts choosing to use a By Mail System.

- Voting equipment – machines and laptops
- Poll supplies
- Polling location management – contact, arrangements, etc.
- Poll workers:
  - Recruitment
  - Training
  - Reimbursement
- Election Day Support
- Complete By Mail ballot processing
  - Ballot and envelope setup
  - Mailing services, both outbound and inbound
  - Signature Verification
- Tabulation of election results – Includes sending electronic file to Lt. Governor's office
- Provisional ballot verification
- Canvass reports
- Election Returns Retention for 22 Months
- Publication in Newspaper of Notice of Election (just prior to Election) with Sample Ballots
- Publication in Newspaper of Election Results

## By Mail System – City Responsibilities

Each city choosing to use a By Mail system will be responsible for the following items:

- Candidate filing
- Providing to the County:
  - Offices up for election
  - Candidate names & any ballot issues
  - Poll worker approval
- Ballot proof – review and certify the accuracy of the ballot and audio recording
- Notices – as required by law and for informational purposes for Candidate Filing and any other notices not listed in “Included Services”
  - Newspapers
  - Websites
  - Voters
- Canvass – Includes sending certification to Lt. Governor’s Office
- Candidate certificates





**2017 General  
DAVIS COUNTY MUNICIPAL ELECTION EXPENSES  
Estimate**

South Weber City

**Poll Workers Compensation Rates**

20A-5-602(4)(b) Municipalities may not compensate higher than the county.	QTY	COST	TOTAL	
Poll Manager (PM)	1	\$160.00	\$160.00	
Training Course(s)	1	\$50.00	\$50.00	
Review Training	0	\$10.00		
Touch Screen Technician (TST)	1	\$160.00	\$160.00	
Training Course(s)	1	\$35.00	\$35.00	
Review Training	0	\$10.00	\$0.00	
Receiving/Poll Book Clerk	1	\$135.00	\$135.00	
Training Course(s)	1	\$35.00	\$35.00	
Review Training	0	\$10.00		
Provisional/Poll Book Clerk	1	\$135.00	\$135.00	
Training Course(s)	1	\$35.00	\$35.00	
Review Training	0	\$10.00	\$0.00	
Host	0	\$125.00	\$0.00	
Training Course(s)	0	\$25.00	\$0.00	
Mileage	30	\$0.25	\$7.50	
Alternate Poll Workers	1	\$232.50	\$15.50	Shared with 15 cities
		<b>Sub Total</b>	<b>\$768.00</b>	

**Poll Worker Recruitment and Training**

Poll Worker Recruitment and Administration	4	\$8.00	\$32.00	Per Poll Worker
Training Creation and Preparation (Includes equipment and preparation)	1	\$33.33	\$33.33	Shared with 15 cities
Poll Worker Handbook and Supplies	4	\$1.00	\$4.00	
Poll Worker Training (per person)	4	\$20.00	\$80.00	
Review Training (per person)	0	\$10.00		
		<b>Sub Total</b>	<b>\$149.33</b>	

**Equipment**

Touch Screen (TSX) Includes:	3	\$75.00	\$225.00	(150 voters per machine, minimum of 3 machines per location)
Testing Pre and Post election				
Security Seals				
Canister, Label, and (1) Roll of Paper				(1 per machine)
Printer Housing				(1 per machine)
VIBS-Visually Impaired Ballot Station (Keypad & Headphones)				(1 per polling location)
Voter Access Cards				(4 per machine)
Vote Here Signs (4 per location)	1	\$5.00	\$5.00	
WiFi Connection	1	\$40.00	\$40.00	
Laptop Computers, Programming, Pre/Post Test (includes Poll Books)	2	\$75.00	\$150.00	(If using electronic voter check in, 1 laptop per 500 voters)
		<b>Sub Total</b>	<b>\$420.00</b>	

**Consumable Supplies**

Paper Roll (for each additional)	0	\$1.00	\$0.00	(No charge for unused and returned paper rolls)
Canister Label	0	\$1.00	\$0.00	
Canisters	0	\$10.00	\$0.00	
Polling Location Supplies	1	\$35.00	\$35.00	(Forms, instructions, signs, stickers, pens, pencils, name tags, etc.)
		<b>Sub Total</b>	<b>\$35.00</b>	

**Ballot Layout and Programming**

Gems Programming/ Ballot Logic and Accuracy Testing - TSX & Optical Scan	4	\$800.00	\$16.08	Shared with 199 precincts
City/District set-up (cities/districts with new recorders/clerks)	0	\$75.00	\$0.00	
Memory Card Programming (per card)	3	\$15.00	\$45.00	
Audio Programming	1	\$50.00	\$50.00	
		<b>Sub Total</b>	<b>\$111.08</b>	

**Election Services**

Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared with 15 cities
Election Rovers (training & election day - per person)	5	\$500.00	\$178.57	Shared with 14 cities
Election Night Clerk Staff Support	1	\$1,400.00	\$93.33	Shared with 15 cities
Election Night Security	1	\$150.00	\$10.00	Shared with 15 cities
Election Night Ballot / Supply Return Teams	1	\$210.00	\$14.00	Shared with 15 polling locations
Rover Kits (each)	7	\$25.00	\$11.67	Shared with 15 cities
Rovers Training	1	\$400.00	\$26.67	Shared with 15 cities
Help Desk Set-Up	1	\$75.00	\$5.00	Shared with 15 cities
Help Desk Staff	1	\$450.00	\$30.00	Shared with 15 cities based on pre and post regular work day hrs.
Pre-Canvass Ballot Issues Audit, if needed	0	\$300.00	\$0.00	Shared with 0 cities
Canvass Preparation	0	\$150.00	\$0.00	Shared with 15 cities
		<b>Sub Total</b>	<b>\$389.24</b>	

**Delivery and Pickup (machines & supplies at polls)**

Delivery (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
Pickup (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
		<b>Sub Total</b>	<b>\$69.00</b>	

**Election Night Counting - IT Services**

TSX Counters	1	\$750.00	\$50.00	Shared with 15 cities based on # of hrs. -- election specific
		<b>Sub Total</b>	<b>\$50.00</b>	

**By-Mail and Paper Ballots**

**Materials**

By-Mail Outer Envelopes	3579	\$0.10	\$340.01	
By-Mail Inner Return Envelopes	3579	\$0.09	\$322.11	
By-Mail Ballots	3579	\$0.28	\$1,002.12	
Paper Ballots - Election Day, Early Vote, Extra for Remakes, Late Absentee	0	\$0.28	\$0.00	
Test Deck Paper Ballots	1	\$175.00	\$11.67	Shared with 15 cities
Printed Inserts for ID Requirements	1	\$80.00	\$5.33	Shared with 15 cities

**Administration**

Ballot set-up (per style)	1	\$1.00	\$1.00	
Database Setup for Ballots By IVS	1	\$500.00	\$33.33	Shared with 15 cities
Database Setup for Integravote (ballot insertion) By (IVS)	1	\$500.00	\$33.33	Shared with 15 cities
Ballot Preparation Assembly into Envelopes (each sent out)	3579	\$0.29	\$1,037.91	
Signature Verification and Tabulation Prep. (each returned)	1369	\$0.16	\$219.04	
Tabulation (each returned)	1369	\$0.15	\$205.35	

**Postage**

Freight to Salt Lake City for Non-Profit Rate Out-Bound	3579	\$0.03	\$92.15	Total freight / total Ballots = freight cost per each ballot
Postage Out-Bound	3579	\$0.11	\$393.69	Actual Postage
Postage In-Bound	1369	\$0.46	\$629.74	Actual Postage
		<b>Sub Total</b>	<b>\$4,326.78</b>	

**Post Election**

Provisional Verification (per hour)	2.08	\$25.00	\$52.00	
		<b>Sub Total</b>	<b>\$52.00</b>	

**General Administration**

Election Administration Support	1	\$45.00	\$45.00	
Clerk Staff (per-hour for any additional services)	0	\$25.00	\$0.00	
		<b>Sub Total</b>	<b>\$45.00</b>	

**Additional Special Services**

Election Notice in papers	1	\$5,123.00	\$341.53	Shared with 15 cities
Election Results in papers	1	\$4,011.52	\$267.43	Shared with 15 cities

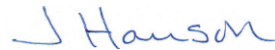
**Total Election Expense \$7,024.40**  
**District/County Portion**  
**Amount Due From City \$7,024.40**

***PUBLIC NOTICE***

***SPECIAL MEETING - DAVIS COUNTY COMMISSION***

The Davis County Commissioners will attend the South Weber City Council's work session and council meeting scheduled for ***January 24, 2017***, to receive information from citizens and to provide a question and answer forum for Davis County matters. The work session is scheduled for **5 p.m.** and the Council meeting is scheduled to begin at **6 p.m.** Both meetings will take place at the South Weber City Offices located at 1600 E South Weber Drive, South Weber, Utah 84405.

January 9, 2017



By: Janet Hanson  
Commission Office

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Davis County Commission Office, at 801-451-3200, prior to the meeting.

# RESOLUTION 17-03

## COST SHARE AGREEMENT OLD MAPLE FARMS SUBDIVISION

**WHEREAS**, the Developers represent that they own certain real property and wish to develop the Property known as Old Maple Farms Subdivision; and

**WHEREAS**, the Developers would be required by ordinance to install a regional detention basin for the subdivision; and

**WHEREAS**, the City has a desire to participate in the construction of a regional detention basin to serve as the primary detention for certain properties upstream from the regional detention basin because it is more feasible, cost effective and efficient, and creates a better value for the City than installing, maintaining and regulating several separate detention basins; and

**WHEREAS**, the City Council has reviewed the Cost Share Agreement that addresses the participation in the construction of the consolidated regional detention basin.

**NOW THEREFORE**, be it resolved that the City Council of South Weber desires to enter into the attached Cost Share Agreement with said developers and agrees to pay its percentage of the construction costs of a regional detention basin as identified in the agreement.

**ADOPTED** by the City Council of South Weber this **24<sup>th</sup> day of January, 2017.**

**APPROVED**

---

**Tamara Long, Mayor**

**Attest:**

---

**Elyse Greiner, City Recorder**

Roll call vote was as follows:

Mr. Taylor	yes	no
Mrs. Sjoblom	yes	no
Mr. Hyer	yes	no
Mr. Casas	yes	no

# COST SHARE AGREEMENT

THIS COST SHARE AGREEMENT ("Agreement") is made and entered to be effective the \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between SOUTH WEBER CITY, a Utah Municipal Corp. ("City"), and Fords, Inc., a Utah corporation ("Fords"). All parties shall hereinafter be referred to collectively as the "**Parties**" and sometimes individually as a "**Party**" or by said party's given name or individual designation as the case may be. Fords may also be referred to as "**Developer**."

## R E C I T A L S:

- A. Developer represents that it owns certain real property or is the authorized agent for certain real property located within the City (the "**Property**"), more particularly described on Exhibit "A".
- B. The Developer wishes to develop or otherwise improve the Property into a residential subdivision known as Old Maple Farms Subdivision, pursuant to the City's subdivision, zoning and land use planning ordinances and requirements.
- C. As such, the developer would be required by ordinance to install a detention basin to service the Property (the "**Regional Basin**").
- D. The City has need of additional detention capacity for its own needs in the vicinity of the Property. The City has determined it is not as cost effective to install, maintain and regulate several separate detention basins in the vicinity of the Property, and that one larger detention basin sufficient to service both the Property and the City's needs is more feasible, cost effective and efficient.
- E. Said proposed combined detention basin reduces the City's long-term operation and maintenance costs and creates a better value for the City at large.
- F. The Developer is also required by ordinance to construct utility pipelines of sufficient size to adequately serve the lots within its development of the Property.
- G. The City also has need for larger storm drain pipelines running within the Property for future development outside the Property than would be required by ordinance for the Developer to install.
- H. Therefore, the City has determined that given the storm drain pipelines that would be required of the Developer, it is not as cost effective to install, maintain and regulate several separate pipelines within the Property to meet the demand of future development outside the Property, and that upsizing the storm drain pipelines within the Property is more feasible, cost effective and efficient.

**NOW THEREFORE**, the Parties hereto intending to be legally bound and in consideration of their respective undertakings made and described herein, and for other good and valuable consideration, do agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.
2. **Project Location and Description.** The City hereby commits to participate in:
  - a. The cost of upsizing of the storm drain outfall line from 475 East to the Regional Basin, located within the Property; and
  - b. The cost of construction of a regional detention basin located within the Old Maple Farms Phase 3 Subdivision (labeled as “**Regional Basin**” in the Preliminary Plat), as depicted on Exhibit “B”.

The combination of the different aspects of construction listed above constitute the “**Project**”. The Project shall be managed by the Developer, designed by Developer’s engineer, Reeve & Associates, and constructed by a construction contractor hired and paid by Developer. The design standards and specifications for the Project shall be submitted to and approved by the City engineer. The precise location of the Regional Basin may be subject to approval by the U.S. Army Corps of Engineers and the Utah State Engineer, if applicable.

The areas within and without the Property that will be served by the Regional Basin are depicted on the Concept Plan attached hereto as Exhibit “D.” The Parties agree that no other properties may drain storm runoff into and be served by the Regional Basin.

3. **The Role of the Parties.** During construction the Developer shall act as the owner on the Project and the sole payer on the contract for the construction of the Project, subject to the Parties' payment obligations set forth herein. This Agreement does not create, nor is intended to create, a partnership, joint venture or any other business entity or relationship between the Parties, except for the express contractual and independent obligation of payment set forth herein. The Parties to this Agreement do not have the authority to bind or otherwise obligate any other Party to this Agreement individually or collectively to a third party or person in any capacity whatsoever.

4. **Consideration.** Inasmuch as the Developer would be required to construct a detention basin for development of the Property, the Parties have agreed to participate jointly in the cost of construction of the Regional Basin. The proportionate share analysis giving rise to the each Party’s financial obligations for constructing of the Regional Basin is attached hereto as Exhibit “C.” The estimated cost of constructing the Regional Basin and the related costs of outfall lines, and each Party’s associated cost is summarized in Exhibit “E”; the City’s portion owed to the Developer being **\$322,348.19**.

Additionally, the City agrees to be solely liable for the cost of upsized storm drain pipe and related structures located outside the Property within 475 East. Developer shall be responsible to supervise all construction activities associated with lying those drain pipes and related structures within Old Maple Road and Kingston Drive, with City and Developer liable for their respective portions of the cost of such construction activities as summarized in Exhibit “E”.

**5. Cost Share.** The Parties acknowledge and agree that the amounts shown on the Exhibit “E” for all items final as between the Parties, even if the actual costs paid by Developer later turn out to vary from the amounts shown on Exhibit “E”. The amounts shown on Exhibit “E” are subject to subsequent revision only as provided below.

(a) *Change Orders.* The Parties acknowledge that construction projects often require changes orders due to unanticipated circumstances. Change orders for the Project may not be based on: (i) increases in pre-established subcontractor bids, negotiated contracts or purchase orders; (ii) unanticipated changes in the schedule of performance; or (iii) replacement costs for non-performing or defaulting subcontractors. Any proposed change order for the Project must be approved by both Developer and City staff (in compliance with City’s procurement policy), and adjustments to the amount shown on Exhibit “E” shall be negotiated between the Parties at the time Developer proposes each such additive change order. The Parties specifically anticipate that if the Regional Basin cannot be located at the site shown on Exhibit “B” due to regulatory restrictions imposed by the U.S. Army Corps of Engineers or the Utah State Engineer, then a change order shall be mandatory and the Parties shall negotiate in good faith to revise the figures shown in Exhibit “E” to conform to the changed costs resulting from the site relocation of the Regional Basin.

(b) *Ray Parcel.* Exhibit “B” depicts a parcel labeled “Ray Family – 13-006-0002”, containing approximately 13,285 square feet adjacent to the Regional Basin (**the Ray Parcel**). The Parties acknowledge that a portion of the Ray Parcel is needed for the Regional Basin. Accordingly, City agrees to exercise reasonable efforts to acquire by donation the Ray parcel. Upon acquisition of the Ray Parcel, City agrees that the perpetual use of the Ray Parcel shall be for uses related to the Regional Basin and the pedestrian trail, as depicted on Exhibit “B”. City also agrees that Developer may elect to relocate a segment of the Riverdale Bench Canal from its existing location to a course traversing the Ray Parcel in the approximate location shown on Exhibit “B”.

**6. Payments by City to Developer.** The Parties agree that Developer shall be responsible to provide all initial funding to complete construction of the Project. The City shall be liable to reimburse Developer for the City’s share of Project costs as provided in Exhibit “E”, on the following terms:

- a. City shall have the option, but not the obligation, to repay all or a portion of its entire share of Project costs by the date that is one (1) year from the date of this Agreement. Any amount so paid shall bear no interest.
- b. In the event the entire balance is not paid by City as described in Section 6.a above, then City shall be liable to pay the entire remaining balance (including all accrued but unpaid interest) on the date that is two (2) years from the date of this Agreement.
- c. From and after the date that is one (1) year from the date of this Agreement, the balance owed by City shall bear interest at two percent (2.00%) per annum above the prime rate published in the Wall Street Journal, compounded monthly, and with the rate adjusted quarterly.



- d. City shall not be obligated to make any payment to Developer until City has issued the “Conditional Acceptance” (as defined in Section 8(b)), which shall not be unreasonably delayed, conditioned or denied.

Additionally, the Parties agree that the storm water impact fees that will be payable to City by Developer with respect to the Property are \$665.00/ERU, and 3,365 s.f. of hard surfacing = 1 ERU (the “**Impact Fees**”). Therefore, the Impact Fees equal the sum of \$33,915.00 (51 lots @ \$665.00) for storm water impact fees for the single-family lots within the Property, and \$54,530.00 (7.45 Ac w/ 15% landscaping = 82 ERU’s) for storm water impact fees for the multi-family housing on the Property. The Parties further agree that the Impact Fees shall be deemed paid in full by Developer effective as of the date of this Agreement, but conditioned on Developer’s completion of construction of the Project and City’s issuance of the Conditional Acceptance. Finally, the amount of the Impact Fees shall be treated as payment-in-kind as of the date of this Agreement of a portion of the amount owed by City to Developer for City’s portion of its entire share of Project costs. That in-kind payment is reflected in Exhibit “E”.

**7. Timing of Completion of Construction / Selection of Contractor.** As a condition to City’s issuance of building permits for Old Maple Farms Phases 1 and 2, Developer must complete construction of a portion of the Regional Basin having sufficient capacity to retain at least 2.3 acre feet of storm water runoff. Thereafter, Developer shall diligently pursue completion of construction of the Regional Basin and the storm drain pipe in 475 East outside the Property, with the goal that all the improvements will be substantially completed on or before December 31, 2018. At the request of City, Developer shall provide updates on the status of the construction of the improvements, including, but not limited, providing copies of any schedules or contracts related to such construction. Notwithstanding the foregoing, in no event shall City be responsible for any damages resulting from Developer’s failure to timely complete the improvements.

The Parties agree that the general contractor for the construction of the Project shall be an affiliate of Developer (the “**Contractor**”). Developer shall cause the Contractor to be licensed and bonded.

**8. Escrow.** To assure and guaranty the satisfactory and timely construction/installation of the Project improvements, Developer shall escrow with City (the “**Escrow**”) an amount equal to the final cost of all Project materials, supplies, and contractor’s fees as shown on the final revised Exhibit “E” (the “**Deposit**”). City hereby irrevocably agrees to hold and disburse the Deposit only in accordance with the express terms of this Agreement.

(a) *Partial Releases.* Owner may request that City approve partial releases from the Escrow from time-to-time upon completion by the Developer of portions of Project improvements. Each such disbursement request shall be accompanied by certifications and invoices from Developer’s contractor showing percentage of work completed and supplies installed for the Project. Partial releases of the Deposit from Escrow shall not be unreasonably withheld, delayed or conditioned.

(b) *Inspection.* The City shall have the right to inspect the Project improvements during construction. At such time as Developer deems construction of the Project to be substantially complete, City staff shall inspect the Project for completeness and substantial conformity to the civil construction plans. Upon satisfaction of that inspection, City shall issue a “**Conditional Acceptance**” of the Basin, and the one (1) year warranty period (discussed below) shall commence. When the one year warranty period expires, and if the improvements to the Project remain in acceptable condition, City will promptly issue a “**Final Acceptance**”.

(c) *Warranty Period.* For a period of one (1) year following the City’s issuance of the Conditional Acceptance, City may withhold release of up to ten percent (10%) of the Deposit. At any time during that one year warranty period, City may inspect the Project improvements to determine whether there has occurred any material failure to satisfy the standards set forth in the civil construction plans. In the event of such failure, Developer shall be required to complete the repairs needed to bring the Project improvements into substantial compliance with such standards. If the amount of the Deposit remaining in Escrow is inadequate to pay for those repairs, Developer shall be required to pay for those repairs (subject to reimbursement by City as provided in Section 6 above).

(d) *Full Release of Deposit.* Upon completion of such repairs, or the City’s earlier issuance of the Final Acceptance, all remaining funds in the Escrow shall be returned to Developer.

**9. Dedication.** Upon the City’s issuance of the Conditional Acceptance, Developer shall dedicate or cause to be dedicated to the City, the portion of the Property comprising the Regional Basin, subject to all easements, covenants, conditions and restrictions now of title. Following such dedication the Regional Basin shall serve the storm detention needs of all phases of the Old Maple Farms Subdivision approved by the City thereafter. Upon such dedication, the City shall assume all responsibility for maintenance of the Regional Basin.

**10. Hold Harmless.** The Developer on behalf of its respective agents, successors and assigns, all affiliated persons and entities, dba's, attorneys, owners, officers, agents, directors, employees and family members, both past and present, shall hold the City harmless, and shall defend and indemnify the City and its related and affiliated persons or entities, officers, agents, directors, employees, council members, successors and assigns, and attorneys from any and all complaints, claims, demands, damages, actions, judgments, causes of action or suits of whatever kind or nature, both known and unknown, and which have existed, which now exist or which may hereafter accrue between the Parties and third parties because of or arising out of the Parties' obligations hereunder generally, and with respect to the hiring of the contractor and the construction of the Project specifically, so long as said claims, demands, damages, suits, etc. do not flow from the City's intentional or gross misconduct. Notwithstanding anything to the contrary in this Agreement generally, and this Section 10 specifically, the City's governmental immunity against any such claims, if any, pursuant to law, is not waived and shall remain in full force and effect. The Developer shall obtain and maintain liability insurance in the amount of \$1,000,000.00 during the entirety of the Project and shall provide the City a copy of the certificate of said insurance. Furthermore, the Developer warrants and guarantees that its

employees and all sub-contractors employees are sufficiently covered by workers compensation insurance.

**11. Amendment.** Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the Parties, and attached hereto.

**12. Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, such declaration shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as long as the effect, consideration and material intent of this Agreement as to each Party are achieved.

**13. Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah, and any dispute arising pursuant to this Agreement shall be subject to the jurisdiction of the Second Judicial District, Farmington Department, State of Utah.

**14. 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. No waiver shall be binding unless executed in writing by the waiving Party.

**15. Captions.** The Captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

**16. Integration.** This is a fully integrated agreement. As to all matters between the Parties regarding the Regional Basin and the upsized storm drain pipe to be installed in 475 East, this Agreement contains the entire and integrated agreement of the Parties as of its date.

**17. Default.** Time is of the essence in strictly meeting the deadlines set forth within this Agreement, and failure to do so shall constitute a material breach hereof. Regardless of the type of default of this Agreement, which would include the filing of Bankruptcy, by any Party or Parties under the terms of this Agreement, the non-defaulting Party or Parties shall, in addition to any other legal remedy or remedies, be entitled to collect from the defaulting Party or Parties all costs and attorney's fees reasonably incurred in enforcing this Agreement, regardless of whether suit is instituted or whether such fees or costs are incurred in connection with any bankruptcy matter or proceeding.

**18. Knowledge.** The Parties have sought legal representation in this matter and for purposes of entering into this Agreement and have read this Agreement and understand all of its terms.

**19. No Representations or Warranties.** Except for the duties, obligations and express warranties of the Parties set forth herein, including each Party's representation and warranty that each Party has authority to sign for and bind themselves and the persons or entities for whom they sign or for whom they imply to sign, the Parties make no representations or warranties of any kind or nature whatsoever.

**20. No Warranty of Subdivision Approval.** Nothing in this Agreement expressly or impliedly guarantees or otherwise warrants the approval, final or otherwise, of the City or any of

its subdivisions of any subdivision or other land use application with respect to the Property or any portion thereof, inasmuch as said approval(s) is a legislative determination to be carried out independently by and through the different and varying bodies and commissions of the City, including, but not limited to, the City Council.

**21. Notice.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if transmitted by first class United States mail, postage prepaid, or by delivering the same by FedEx or similar courier service, or by personal delivery, to the intended addressee. Notice so mailed shall be effective three (3) business days following its deposit in the mail, and notice by personal delivery or courier service shall be effective on the day of receipt. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any party shall have the right to change its address for notice hereunder to any other location by the giving of notice to the other parties in the manner set forth above.

South Weber City  
1600 E, South Weber Drive  
South Weber, Utah 84405

Fords, Inc.  
Attn: Michael H. Ford, President  
1110 E. South Weber Dr.  
South Weber, Utah 84405

**22. Warranty.**

a. Developers warrant to City that all materials and supplies furnished under this Agreement will be new unless otherwise specified, and that all said materials and supplies will be of good quality, free from faults and defects and in conformance with the civil construction plans described above in this Agreement. All such material and supplies not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by City, the Developer shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b. Without limiting any special warranties contained herein, Developer guarantee that the Project and all portions thereof will be free from all defects in material and workmanship for a period of one (1) year following completion of the Project. As part of the guarantee, Developer agrees to commence repair or replacement of any defective material or equipment and performance of any labor necessary to correct any such defect in the Project within thirty (30) business days after receipt of notice thereof and thereafter to diligently prosecute all corrective work to completion, all at Developer's sole cost.

**23. Incorporation of Exhibits.** Each of the exhibits attached hereto are hereby incorporated herein by this reference.

**24. Indemnification.** Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto each party shall protect defend indemnify and hold harmless the other party and their officers agents and employees or any of them from and against any and all claims

actions suits liability loss costs expenses and damages of any nature whatsoever which are caused by or result from any negligent act or omission of the party's own officers agents and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim action loss or damage is brought against a party the party whose negligent action or omissions gave rise to the claim shall defend the other party at the indemnifying party's sole cost and expense and if final judgment be rendered against the other party and its officers agents and employees or jointly the parties and their respective officers agents and employees, the parties whose actions or omissions gave rise to the claim shall satisfy the same provided that in the event of concurrent negligence each party shall indemnify and hold the other parties harmless only to the extent of that party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity and not for members of the general public. The indemnification provided in this Section shall endure until the City's issuance of the Final Acceptance.

**25. Recordation and Release.** No later than 10 days after this Agreement has been executed by City and Developer, it shall be recorded in its entirety, at Developer's expense, in the Official Records of Davis County, Utah. This Agreement shall be binding on the successors and assigns of Developer. No later than 10 days after the date City issues the Final Acceptance (as defined in Section 8(b)), Developer shall prepare, and Developer and City shall execute, a form of release of this Agreement, and Developer shall cause it to be recorded at Developer's expense in the Official Records of Davis County, Utah.

EXECUTED on the dates indicated below, to be effective as of the day and year first above written.

**SOUTH WEBER CITY:**

\_\_\_\_\_  
 Tamara P. Long, Mayor

\_\_\_\_\_  
 Date

Attest: \_\_\_\_\_  
 Elyse Greiner, City Recorder

\_\_\_\_\_  
 Date

STATE OF UTAH     )  
                               : ss.  
 COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Tamara P. Long in hers capacity as Mayor of South Weber City, a municipal and political subdivision of the State of Utah.

\_\_\_\_\_  
NOTARY PUBLIC

**DEVELOPER:**

Fords, Inc.  
a Utah corporation

By: \_\_\_\_\_  
Michael H. Ford

\_\_\_\_\_ Date

STATE OF UTAH    )  
                          : ss.  
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Michael H. Ford in his capacity as President of Fords, Inc.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**



**EXHIBIT “B”**

**DEPICTION OF REGIONAL BASIN**

**EXHIBIT “C”**  
**PROPORTIONATE SHARE ANALYSIS**

**EXHIBIT “D”**

**DEPICTION OF CONCEPT PLAN**

**EXHIBIT “E”**

**COST OF CONSTRUCTING THE REGIONAL BASIN AND THE RELATED COSTS**

## **EXHIBIT "A" – THE PROPERTY**

### **OLD MAPLE FARMS BOUNDARY DESCRIPTION**

PART OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N89°28'27"W ALONG THE SECTION LINE 1715.02 FEET AND S00°42'21"W 272.52 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N00°42'21"E 1877.98 FEET; THENCE S67°48'02"E 431.09 FEET; THENCE S51°08'39"E 1135.80 FEET; THENCE S01°11'30"W 558.89 FEET; THENCE N84°19'24"E 43.40 FEET; THENCE SOUTH 85.10 FEET; THENCE EAST 150.00 FEET; THENCE S01°16'23"W 140.96 FEET; THENCE N87°54'00"W 193.06 FEET; THENCE N00°49'27"E 1.97 FEET; THENCE S89°59'59"W 102.00 FEET; THENCE S00°00'01"E 243.86 FEET; THENCE N89°21'01"W 65.37 FEET; THENCE N00°27'29"E 301.30 FEET; THENCE N89°10'31"W 143.39 FEET; THENCE N00°20'11"E 9.31 FEET; THENCE N89°15'22"W 192.01; THENCE S54°01'29"W 5.41 FEET; THENCE N85°07'19"W 480.04 FEET; THENCE S01°48'18"W 169.85 FEET; THENCE N89°42'12"W 104.28 FEET; THENCE S00°15'30"W 19.00 FEET; THENCE N89°44'30"W 109.00 FEET; THENCE S00°15'30"W 160.00 FEET; THENCE N89°44'30"W 90.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.735 ACRES



# EXHIBIT "B"

## DESIGN CRITERIA

TOTAL AREA OF DEVELOPMENT.....37.34 ACRES  
 RH PORTION (APARTMENTS).....7.45 ACRES  
 7.45 AC @ 13 UNITS/ACRE.....96.85 UNITS  
 104 APARTMENTS PROPOSED  
 RM PORTION (LOTS).....29.89 ACRES  
 29.89 AC @ 2.8 UNITS/ACRE.....83.69 LOTS  
 51 LOTS PROPOSED

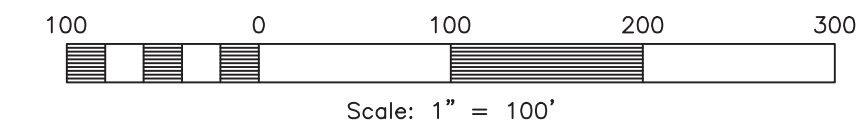
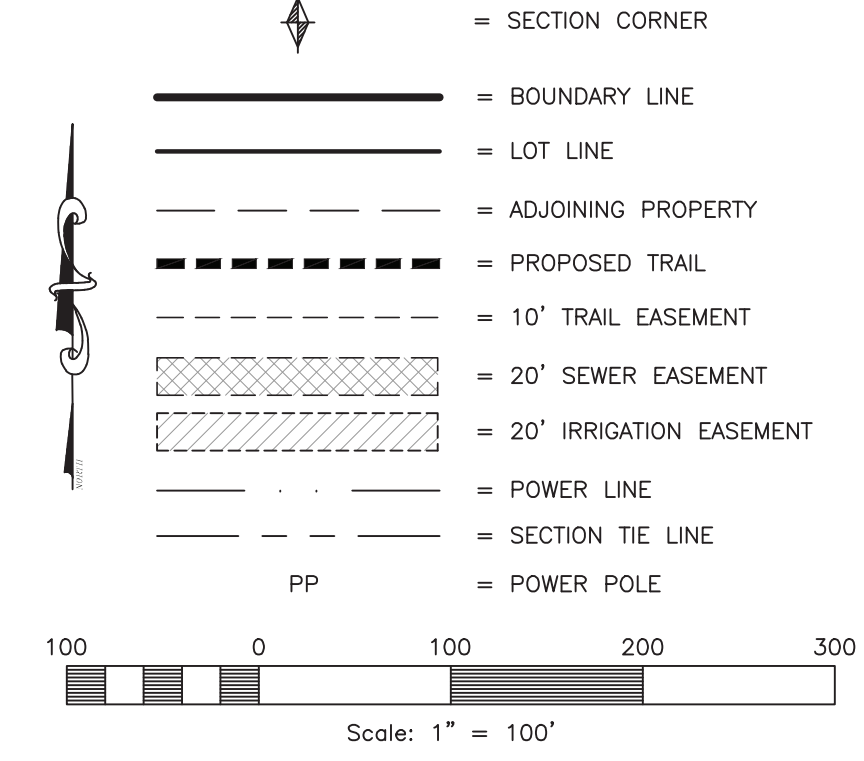
## LINE TABLE

LINE	BEARING	DISTANCE
L1	S88°53'00"E	8.07
L2	S06°46'42"W	101.53
L3	S89°44'30"E	0.48
L4	N02°14'54"W	84.93
L5	N53°03'14"E	14.18
L6	S36°56'46"E	30.00
L7	S36°56'46"E	30.00
L8	S53°03'14"W	14.18
L9	S53°03'14"W	44.18
L10	S00°42'21"W	36.18
L11	S00°42'21"W	36.18
L12	N00°49'27"E	72.34

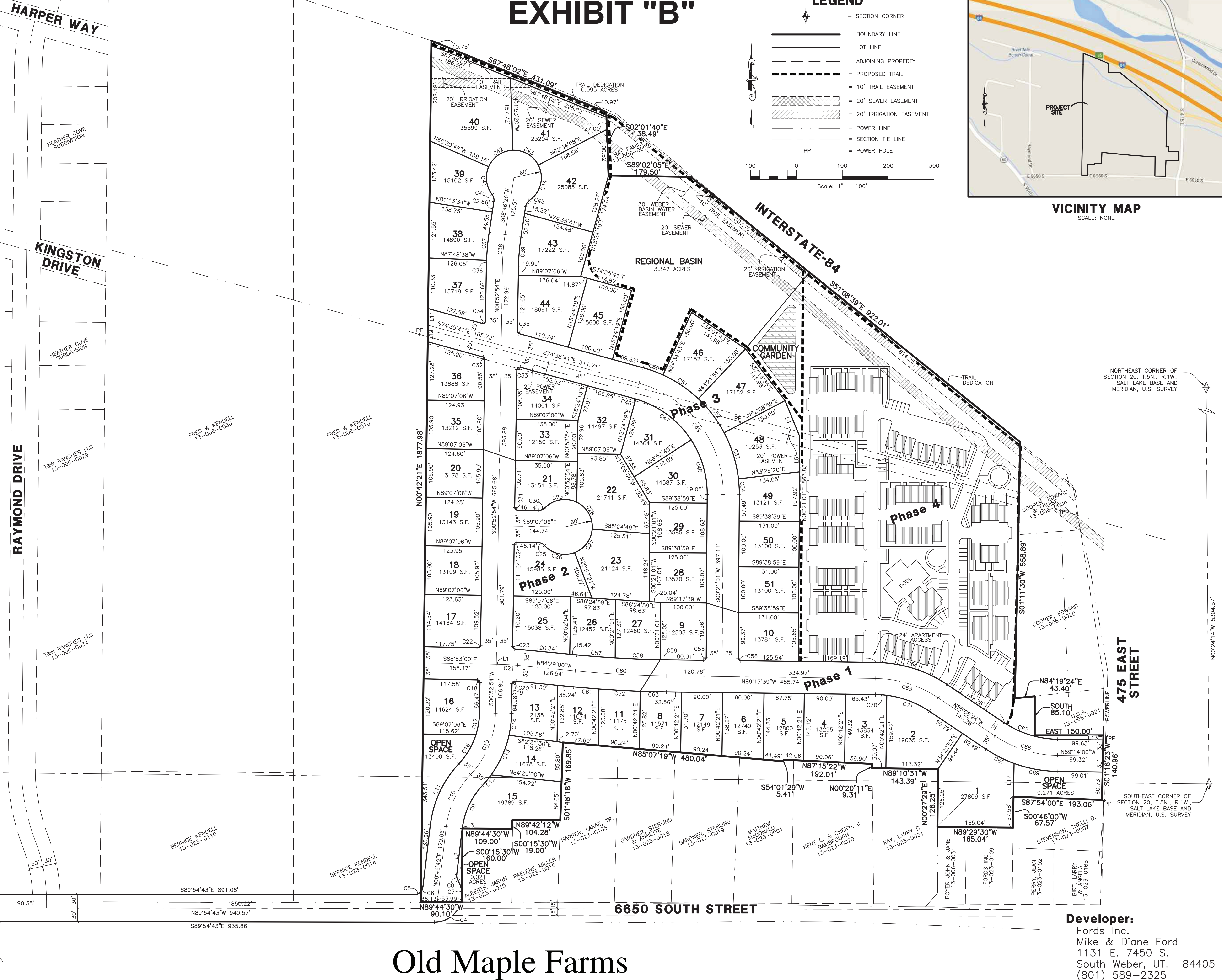
## CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	130.00'	84.03'	82.57'	43.54'	S71°34'16"W	37°02'03"
C2	100.00'	64.64'	63.52'	33.49'	S71°34'16"W	37°02'03"
C3	70.00'	45.25'	44.48'	23.44'	S71°34'16"W	37°02'03"
C4	60.00'	38.82'	37.27'	19.26'	N52°27'15"E	75°16'05"
C5	20.00'	17.56'	17.00'	9.39'	N64°55'49"E	50°18'57"
C6	20.00'	11.52'	11.36'	5.92'	N23°16'31"E	32°59'38"
C7	60.00'	48.05'	46.77'	23.40'	N08°07'15"W	45°52'56"
C8	20.00'	13.21'	12.97'	6.86'	N12°08'30"W	37°50'25"
C9	165.00'	105.10'	103.33'	54.40'	S25°01'36"W	36°29'47"
C10	200.00'	127.40'	125.25'	65.54'	S25°01'36"W	36°29'47"
C11	235.00'	149.69'	147.17'	77.48'	S25°01'36"W	36°29'47"
C12	235.00'	30.33'	30.30'	15.18'	S39°34'41"W	7°23'38"
C13	235.00'	95.68'	95.02'	48.51'	S24°13'04"W	23°19'37"
C14	235.00'	47.88'	47.79'	24.22'	S39°34'41"W	11°40'21"
C15	200.00'	147.98'	144.63'	77.56'	N22°04'42"E	42°23'36"
C16	165.00'	73.62'	73.01'	37.43'	N30°29'36"E	25°33'48"
C17	165.00'	48.44'	48.29'	24.21'	S09°17'48"W	16°49'48"
C18	5.50'	8.67'	7.76'	5.46'	S44°00'03"E	89°43'54"
C19	5.50'	9.05'	8.06'	5.93'	N48°02'01"E	94°18'14"
C20	465.00'	2.69'	2.69'	1.34'	N84°38'56"W	0°19'53"
C21	500.00'	38.40'	38.39'	19.21'	S86°41'00"E	4°24'00"
C22	5.50'	8.66'	7.74'	5.52'	N45°59'57"E	90°14'06"
C23	5.50'	8.19'	7.46'	5.07'	S41°48'03"E	85°21'54"
C24	5.50'	8.64'	7.78'	5.50'	S45°52'54"W	90°00'00"
C25	20.00'	16.26'	15.81'	8.61'	N36°53'04"E	48°34'03"
C26	60.00'	71.63'	67.45'	40.78'	N76°45'12"W	68°24'18"
C27	60.00'	67.50'	64.00'	37.83'	S36°48'55"W	64°27'28"
C28	60.00'	72.05'	67.80'	41.08'	S29°48'52"E	68°48'07"
C29	60.00'	70.88'	70.08'	43.17'	S09°02'57"W	71°28'13"
C30	20.00'	16.26'	15.81'	8.61'	S67°35'52"W	46°34'03"
C31	5.50'	8.64'	7.78'	5.50'	S44°07'06"E	90°00'00"
C32	5.50'	7.25'	6.73'	4.28'	N36°51'23"W	75°28'54"
C33	5.50'	10.03'	8.70'	7.11'	N53°08'37"E	104°31'26"
C34	5.50'	10.03'	8.70'	7.11'	N53°08'37"E	104°31'26"
C35	5.50'	9.25'	8.73'	4.28'	N36°51'23"W	75°28'54"
C36	535.00'	12.21'	12.21'	6.11'	N01°32'08"E	90°21'20"
C37	535.00'	61.48'	61.45'	30.77'	S05°28'54"W	6°35'04"
C38	500.00'	68.87'	68.82'	34.49'	S04°49'40"W	7°53'32"
C39	465.00'	64.05'	64.00'	32.88'	S04°49'40"W	7°53'32"
C40	20.00'	16.26'	15.81'	8.61'	N14°30'36"W	46°34'03"
C41	60.00'	64.35'	61.31'	35.66'	S07°04'13"E	61°26'49"
C42	60.00'	67.50'	64.00'	37.83'	S55°52'56"W	64°27'28"
C43	60.00'	67.50'	64.00'	37.83'	S39°39'36"E	64°27'28"
C44	60.00'	86.88'	79.34'	52.87'	S13°57'18"W	82°46'21"
C45	20.00'	16.26'	15.81'	8.61'	N32°03'27"E	46°34'03"
C46	215.00'	130.70'	129.30'	66.31'	N74°17'17"W	0°36'46"
C47	215.00'	130.70'	129.30'	66.31'	N74°17'17"W	0°36'46"
C48	215.00'	125.86'	124.07'	64.79'	N16°25'14"W	33°32'29"
C49	250.00'	327.01'	304.19'	191.64'	S37°07'20"E	74°56'42"
C50	285.00'	45.63'	45.58'	22.86'	S70°00'29"E	91°02'44"
C51	285.00'	93.44'	93.02'	47.14'	N56°01'43"W	18°47'08"
C52	285.00'	93.44'	93.02'	47.14'	N37°14'35"W	18°47'08"
C53	285.00'	105.90'	105.29'	53.57'	N17°12'21"W	21°17'21"
C54	285.00'	34.38'	34.36'	17.22'	N03°08'20"W	6°54'41"
C55	5.50'	8.67'	7.80'	5.53'	N45°31'41"E	90°21'20"
C56	5.50'	8.61'	7.75'	5.47'	S44°28'19"E	89°38'40"
C57	2342.55'	83.70'	83.69'	41.85'	S36°30'20"E	2°02'50"
C58	2342.55'	98.54'	98.53'	49.28'	N87°44'08"W	2°24'36"
C59	2342.55'	14.46'	14.46'	7.23'	N89°07'03"W	0°21'13"
C60	2377.55'	199.63'	199.57'	99.87'	S86°53'19"E	4°48'59"
C61	2412.55'	53.03'	53.03'	27.52'	S72°43'01"E	1°18'29"
C62	2412.55'	90.09'	90.08'	45.05'	N86°51'36"W	2°08'22"
C63	2412.55'	57.45'	57.45'	28.73'	N88°36'43"W	1°21'52"
C64	285.00'	164.92'	162.82'	84.84'	S72°43'01"E	33°09'15"
C65	285.00'	144.68'	142.85'	74.42'	S72°43'01"E	33°09'15"
C66	250.00'	144.40'	142.40'	74.27'	N72°41'12"W	33°05'36"
C67	215.00'	124.18'	122.46'	63.88'	N72°41'12"W	33°05'36"
C68	285.00'	68.34'	68.17'	34.33'	S63°00'33"E	13°44'19"
C69	285.00'	96.27'	95.82'	48.60'	N79°33'21"W	19°21'17"
C70	215.00'	24.61'	24.59'	12.32'	S86°00'55"E	6°33'28"
C71	215.00'	99.80'	98.91'	50.82'	N69°26'17"W	26°35'47"

## LEGEND



VICINITY MAP  
SCALE: NONE



SOUTHWEST CORNER OF SECTION 20, T.5N., R.1W., SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

NORTHEAST CORNER OF SECTION 20, T.5N., R.1W., SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

SOUTHEAST CORNER OF SECTION 20, T.5N., R.1W., SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

# Old Maple Farms

South Weber City, Davis County, Utah

**Reeve & Associates, Inc.**  
 4155 S. HARRISON BLVD., SUITE 310, OGDEN, UTAH 84403  
 TEL: (801) 621-3100 FAX: (801) 621-3666 WWW.REVEE-ASSOCIATES.COM  
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION	DATE

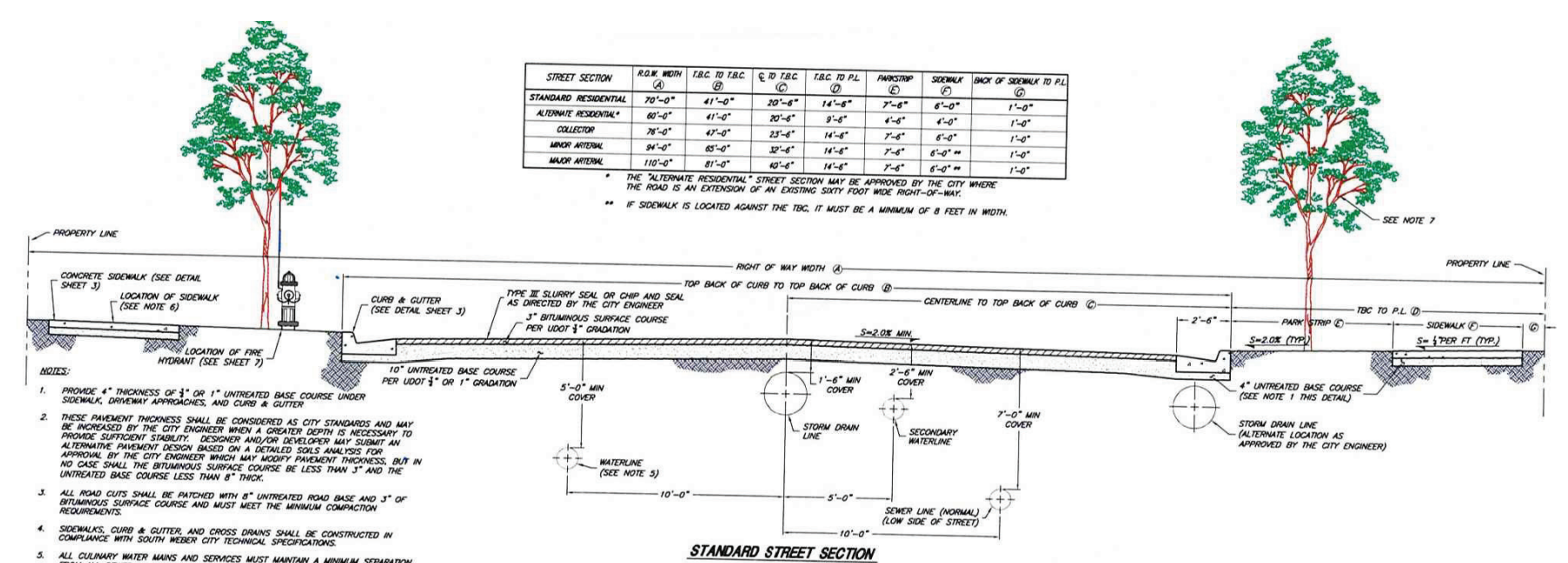
**Old Maple Farms**  
 PART OF THE SE 1/4 OF SECTION 20 AND THE NE 1/4 OF SECTION 29, T.5N., R.1W., S.L.B. & M., U.S. SURVEY  
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH

**Preliminary Plan**  
**"Not to be Recorded"**

**Project Info.**  
 Engineers: N. Reeve  
 Designer: C. Cave  
 Begin Date: JANUARY 12, 2016  
 Name: OLD MAPLE FARMS  
 Number: 6597-02

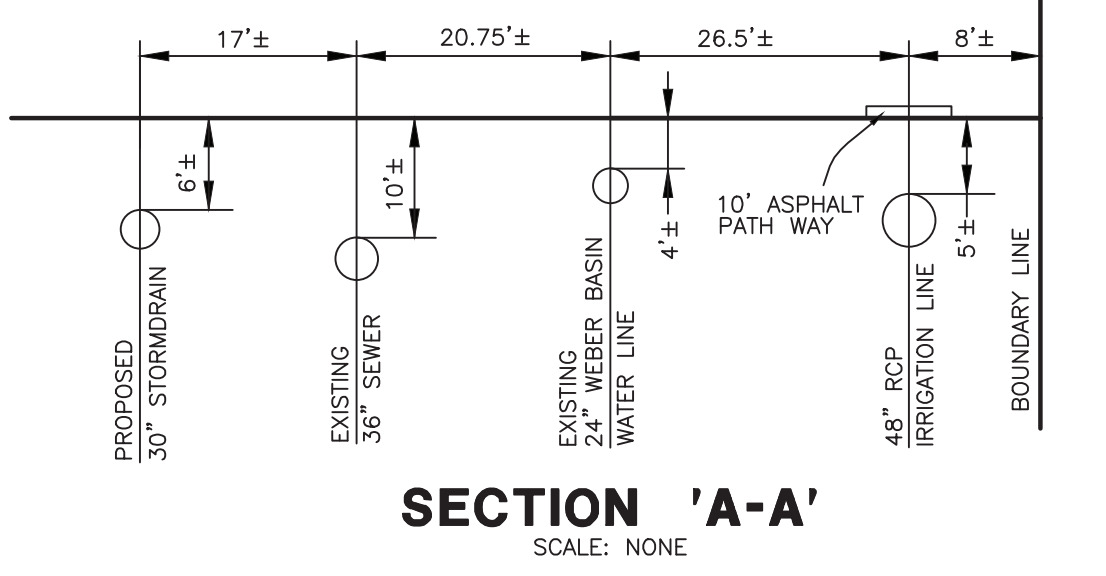
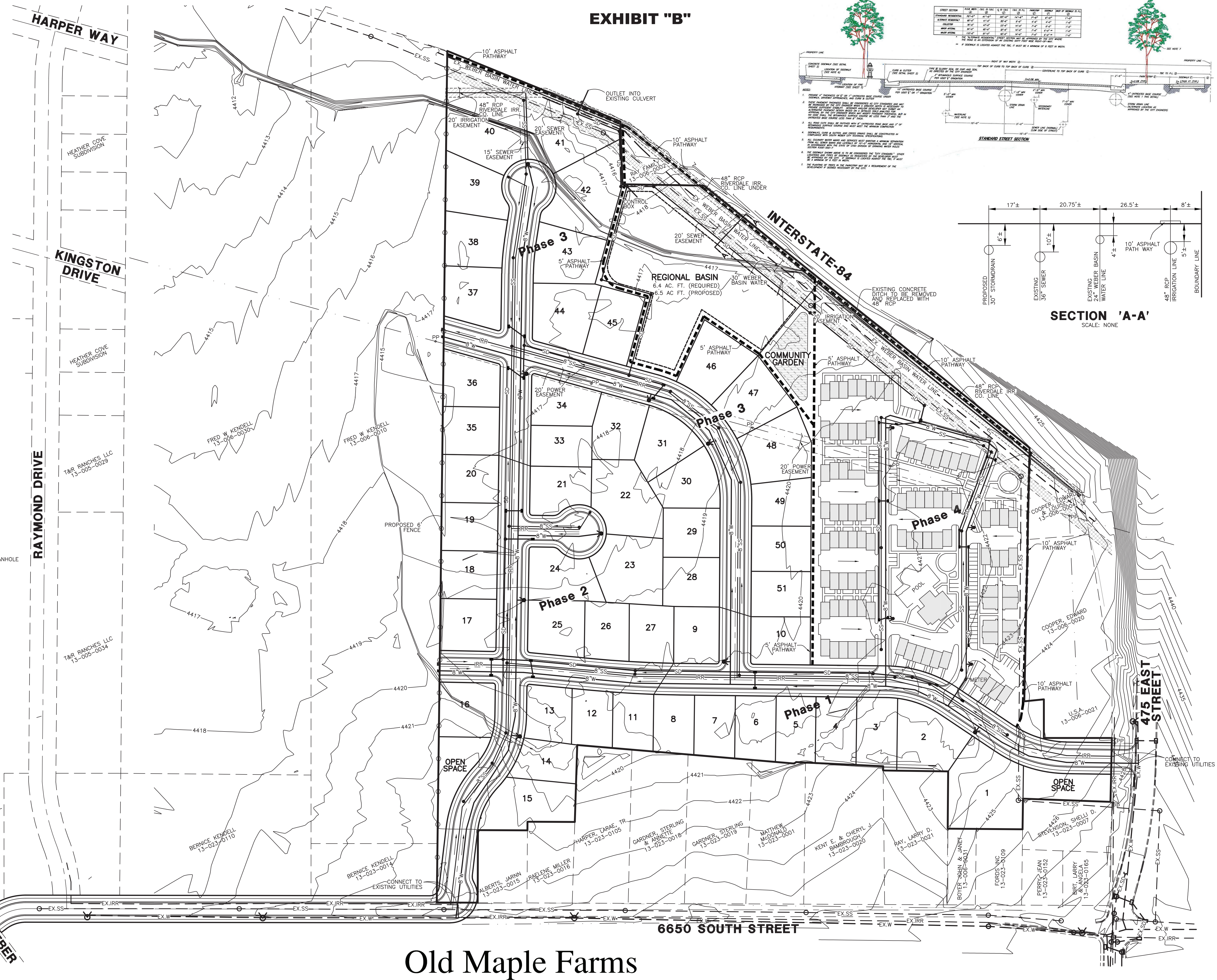
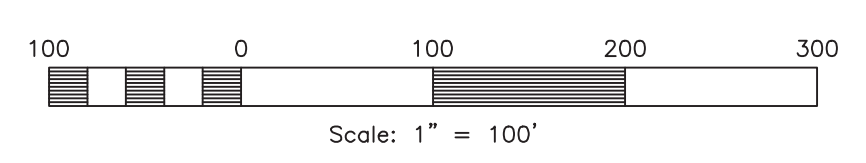


### EXHIBIT "B"



- #### NOTES:
- CONTOURS ARE SHOWN WITH ONE FOOT INTERVALS.
  - THERE WILL BE NO PROPOSED BASEMENTS ON LOTS.
  - AGRICULTURE IS THE PREFERRED USE IN THE AGRICULTURAL ZONES. AGRICULTURAL OPERATIONS AS SPECIFIED IN THE ZONING ORDINANCE FOR A PARTICULAR ZONE ARE PERMITTED AT ANY TIME INCLUDING THE OPERATION OF FARM MACHINERY AND NO ALLOWED AGRICULTURAL USE SHALL BE SUBJECT TO RESTRICTION ON THE BASIS THAT IT INTERFERES WITH ACTIVITIES OF FUTURE RESIDENTS OF THIS SUBDIVISION.

- #### LEGEND
- BOUNDARY LINE
  - LOT LINE
  - - - - ADJOINING PROPERTY
  - - - - PROPOSED TRAIL
  - - - - 10' TRAIL EASEMENT
  - SS --- PROPOSED SANITARY SEWER LINE
  - EX.SS --- EXISTING SANITARY SEWER LINE
  - IRR --- PROPOSED IRRIGATION WATER LINE
  - EX.IRR --- EXISTING IRRIGATION WATER LINE
  - W --- PROPOSED CULINARY WATER LINE
  - EX.W --- EXISTING CULINARY WATER LINE
  - SD --- PROPOSED STORM DRAIN (SIZE VARIES)
  - EX.SD --- EXISTING STORM DRAIN
  - X --- EXISTING FENCE LINE
  - PROPOSED FIRE HYDRANT
  - EXISTING FIRE HYDRANT
  - PROPOSED SANITARY SEWER MANHOLE
  - EXISTING SANITARY SEWER/ STORM DRAIN MANHOLE
  - PROPOSED STORM DRAIN MANHOLE
  - PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
  - EXISTING CATCH BASIN
  - AIR-VAC ASSEMBLY
  - PLUG W/ 2" BLOW-OFF
  - PLUG & BLOCK
  - PROPOSED STREET LIGHT
  - PP POWER POLE
  - 20' SEWER EASEMENT
  - 20' IRRIGATION EASEMENT
  - 30' WEBER BASIN WATER EASEMENT



# Old Maple Farms

South Weber City, Davis County, Utah

**Reeve & Associates, Inc.**  
 4155 S. HARRISON BLVD., SUITE 310, OGDEN, UTAH 84403  
 TEL: (801) 621-2100 FAX: (801) 621-2666 WWW.REEVE-ASSOC.COM  
**LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS**  
**TRA**  
 ARCHITECTS

REVISIONS	DESCRIPTION

**Old Maple Farms**  
 PART OF THE SE 1/4 OF SECTION 20 AND THE NE 1/4 OF SECTION 29,  
 T5N., R.1W., S.1B. & M., U.S. SURVEY  
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH

## Preliminary Utilities Plan

### "Not to be Recorded"

**Project Info.**  
 Engineers: N. Reeve  
 Designer: C. Cave  
 Begin Date: JANUARY 12, 2016  
 Name: OLD MAPLE FARMS  
 Number: 6597-02



## Exhibit "C"

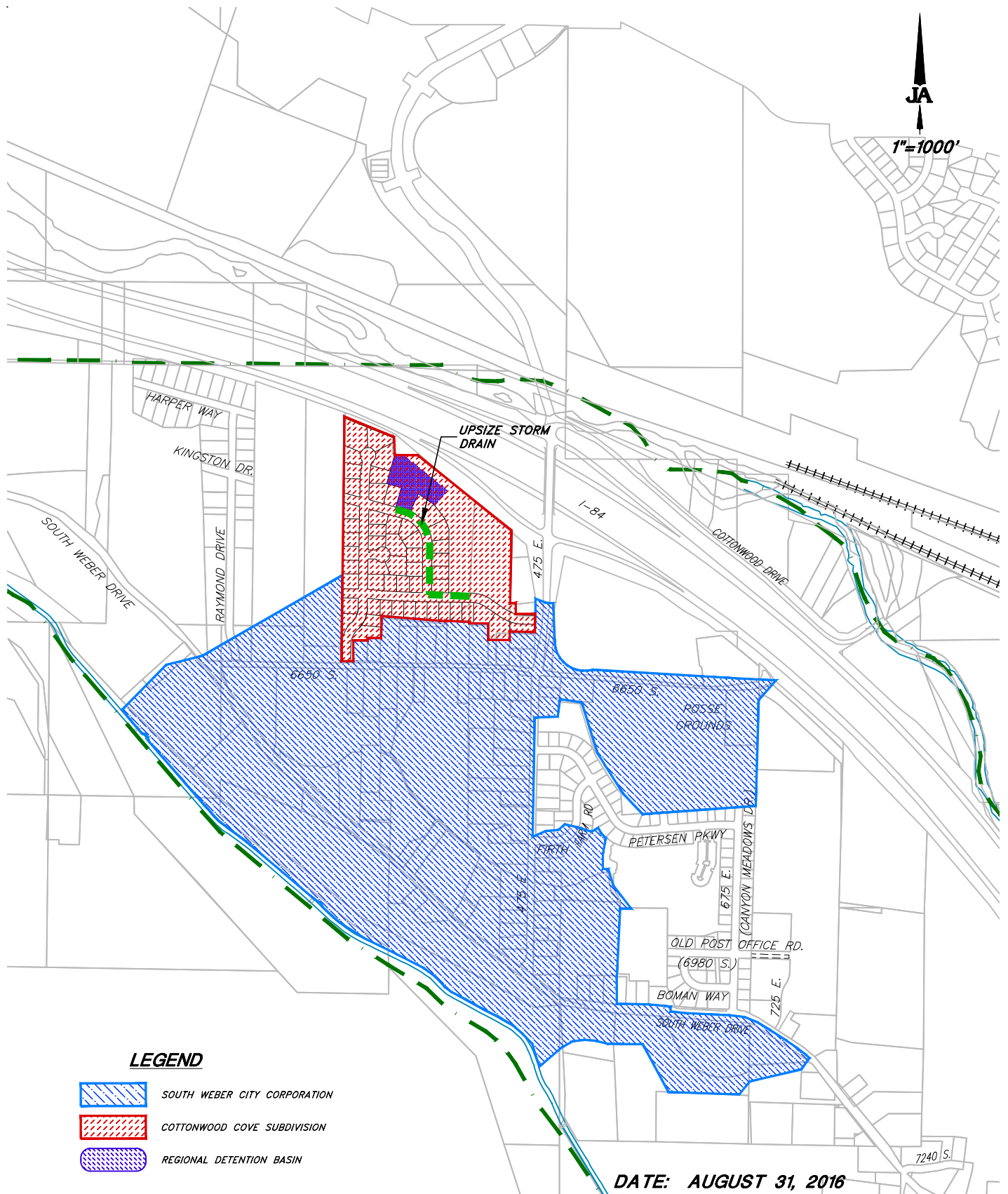
### Old Maple Farms Detention Basin - Proportionate Share Analysis

Description	Contributing Drainage Areas (Ac)	Contributing Drainage Areas (s.f.)	Volume, based on drainage areas (AF)	Volume, based on drainage areas (c.f.)	% Share of 6.40 AF Total Detained Volume
Old Maple Farms Subdivision (All Phases, including apartments)	37.34	1,626,530	1.700	74,052	<b>27%</b>
South Weber City -- (Portions of areas along South Weber Drive, 6650 South, 475 East and the Riverside Place Development - See Exhibit "D")	220.3	9,594,526	4.700	204,732	<b>73%</b>
<b>TOTALS</b>	<b>257.60</b>	<b>11,221,056</b>	<b>6.40</b>	<b>278,784</b>	<b>100%</b>








1"=1000'



**LEGEND**

-  SOUTH WEBER CITY CORPORATION
-  COTTONWOOD COVE SUBDIVISION
-  REGIONAL DETENTION BASIN

DATE: AUGUST 31, 2016



**JONES & ASSOCIATES**  
 Consulting Engineers  
 1716 East 5600 South  
 South Ogden, Utah 84403  
 476-9767 FAX 476-9768

**SOUTH WEBER CITY CORPORATION**  
**OLD MAPLE FARMS COST SHARE PROJECT**  
**EXHIBIT "D"**

## Exhibit "E"

### ~ COST SHARE ANALYSIS ~

<b>I. Detention Basin - Proportionate Share</b>					
Item	Description	Qua.	Unit	Unit Price	Total
1	6' Diameter Manhole	7	ea	\$2,800.00	\$19,600.00
2	30" RCP	250	l.f.	\$50.00	\$12,500.00
3	42" RCP	480	l.f.	\$72.00	\$34,560.00
4	42" RCP Flared end section w/ grate	1	ea	\$1,800.00	\$1,800.00
5	Excavate Detention Basin	1	l.s.	\$26,500.00	\$26,500.00
6	Fine Grade & topsoil (4" thick)	88,427	s.f.	\$0.55	\$48,634.85
7	Sprinkler System & Sod	88,427	s.f.	\$0.85	\$75,162.95
8	Outlet Control Structure	1	l.s.	\$10,000.00	\$10,000.00
<b>Subtotal =</b>					<b>\$228,757.80</b>
Responsible Party		% Share		Shared Cost	
Old Maple Farms Subdivision (All Phases, including apartments)		27%		<b>\$61,764.61</b>	
South Weber City -- (Portions of areas along South Weber Drive, 6650 South, 475 East and the Riverside Place Development - See Exhibit "D")		73%		<b>\$166,993.19</b>	
<b>II. 475 East S.D. Outfall - Upsizing to Detention Basin</b>					
Item	Description	Qua.	Unit	Unit Price	Total
9	15" to 36" RCP Upsizing	416	l.f.	\$26.00	\$10,816.00
10	18" to 36" RCP Upsizing	666	l.f.	\$24.00	\$15,984.00
11	4' to 5' Manhole/Junction Box Upsizing	8	ea	\$500.00	\$4,000.00
<b>Subtotal =</b>					<b>\$30,800.00</b>
<b>III. Land Due to Upsizing Detention Basin</b>					
Item	Description	Qua.	Unit	Unit Price	Total
12	Land Acquisition (lost lots per Valbridge independent appraisal, dated 12/19/2016)	3	Lot	\$71,000.00	\$213,000.00
<b>Subtotal =</b>					<b>\$213,000.00</b>
<b>Summary of Costs for South Weber City</b>					
I. Detention Basin - Proportionate Share					\$166,993.19
II. 475 East S.D. Outfall - Upsizing to Detention Basin					\$30,800.00
III. Land Due to Upsizing Detention Basin					\$213,000.00
<b>SUBTOTAL =</b>					<b>\$410,793.19</b>
<b>Credit for Impact Fees Assessed</b>					
Item	Description	Qua.	Unit	Unit Price	Total
13	Single-family lots, Zoned R-M	51	ERU	\$665.00	\$33,915.00
14	Multi-family (apartments), Zoned R-H (7.45 Ac w/ 15% landscaping --> 275,844 s.f. hard surfacing / 3,365 s.f. per ERU = 82 ERU's)	82	ERU	\$665.00	\$54,530.00
<b>Subtotal =</b>					<b>\$88,445.00</b>
<b>TOTAL OWED TO DEVELOPER =</b>					<b>\$322,348.19</b>

# RESOLUTION 17-04

## FINAL PLATS: OLD MAPLE FARMS SUBDIVISION PHASES I & II

**WHEREAS**, the South Weber City Planning Commission held a public hearing on the Old Maple Farms Subdivision April 14, 2016, and at public meeting(s) subsequent on, August 11, 2016 and September 8, 2016, and has reviewed the final plats for the Old Maple Farms Subdivision Phases I & II, which is located near off of 475 East and 6650 South, and have given a favorable recommendation for approval; and

**WHEREAS**, after a review of the Old Maple Farms Subdivision Phases I & II final plats and plans, City staff has determined that the conditions set by the Planning Commission have been met; and

**WHEREAS**, the South Weber City Council has reviewed the Old Maple Farms Subdivision Phases I & II final plats in a regular public South Weber City Council meeting held January 24, 2017, and has approved of the said final plats subject to the conditions as set forth in the City Engineer's final review memo dated January 19, 2017.

**BE IT THEREFORE RESOLVED** by the South Weber City Council that the final plats of the Old Maple Farms Subdivision Phases I & II are hereby approved.

**PASSED AND APPROVED** by the City Council of South Weber this **24<sup>th</sup> day of January, 2017.**

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**Tamara Long, Mayor**

ATTEST:

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**Elyse Greiner, City Recorder**

Roll call vote was as follows:

Mr. Taylor	yes	no
Mrs. Sjoblom	yes	no
Mr. Hyer	yes	no
Mr. Casas	yes	no

**MEMORANDUM**

TO: South Weber City Mayor and Council

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

CC: Tom Smith – South Weber City Manager  
Mark B. Larsen – South Weber City Public Works Director  
Elyse Greiner – South Weber City Recorder

RE: **OLD MAPLE FARMS SUBDIVISION – PHASES 1 & 2**  
**Final Review**

Date: January 19, 2017

---

Our office has completed a review of the Final Plats and Improvement Plans received on January 17, 2017 for the Old Maple Farms Subdivision Phases 1 & 2. We recommend approval subject to all of the following items being addressed prior to the scheduling of a preconstruction meeting.

**GENERAL COMMENTS**

1. Water Source. The Impact Fee Analysis (IFA) for Culinary Water is being completed by Zions Bank Public Finance. It is nearly complete and ready for adoption. Once it is adopted, the provision for collecting Weber Basin's impact fee with each building permit can be put into place. The collection of this impact fee will automatically contract the City for the additional culinary water needed for each new resident. Thus ensuring that the City always maintains sufficient water supply. Due to noticing and implementation requirements, we anticipate the impact fees being in place by late Spring 2017.  
We recommend that no building permits be issued until these impact fees are in place in order to ensure the acquisition of sufficient water source for the new homes added.
2. Wetlands. The wetlands impacting this total development are along the Riverdale Bench Canal; which does not lie within Phases 1 or 2. The detention basin is being constructed in phases such that there is enough capacity to serve these first two phases, but does not affect the wetlands or the canal. In order to serve the master planned volume, the wetlands will need to be removed and mitigated for, but this can be done in subsequent phases.
3. Geotechnical Report. A geotechnical study was performed by GSH and a report dated March 22, 2016 was submitted. We recommend that all provisions of this report be complied with.
4. Regional Detention Basin and the Riverdale Bench Canal. The plans propose to build the Regional Detention Basin in two phases. This first phase being proposed leaves the

Riverdale Bench Canal in its current location. The second phase will relocate the Canal so that the basin can be built to its full capacity. The volume provided and the functionality of this first phase is sufficient for Phases 1 and 2, as well as for additional offsite drainage.

5. Cost Share Agreement. The Final version of the Cost Share Agreement (including the associated exhibits) has been provided. Please read it. The following is a summary of the major provisions of the Agreement:
  - a. The Developer is required to, and is providing, detention for their development.
  - b. In order to consolidate the maintenance of multiple basins, the City is upsizing this detention basin and piping in order to provide a regional facility that addresses existing deficiencies and future development in the entire drainage area.
  - c. The City agrees that the cost of upsizing the detention basin and piping owed to the Developer is \$322,348.19. This includes the City's portion of property acquisition and construction costs. This cost should be paid for in two parts: 75% attributable to growth and 25% attributable to existing deficiency.
  - d. The City agrees to allow the storm drain impact fees to be paid for the entire development up front with this Agreement. These impact fees show as a credit in Exhibit E, and total \$88,445.00. Any building permit issued in this development will not have to pay the storm water impact fee, because it will already have been paid.
  - e. The Developer agrees to construct a final detention basin that holds a minimum volume of 6.4 AF as shown in the Preliminary Plan (Exhibit B), and complete the construction by December 31, 2018. However, the basin may be built in phases.
  - f. The City agrees to pay the Developer the entire amount owed within one year of the date of the Agreement (no interest assessed during this period). If the total amount owed is not paid within the first year, then interest of 2.0% above prime will be assessed for the following year. The full amount plus the interest assessed will be due at the end of two years following the date of the Agreement.
  - g. The City agrees to "exercise reasonable efforts" to acquire the Ray property by donation. If successful, this property will be used for a portion of the detention basin, utilities and the future trail.

### **PHASE 1 & 2 PLATS**

6. Addressing:
  - a. The coordinate streets on both Phase 1 and Phase 2 plats need to be shown in parenthesis so that the street name is primary and the coordinate is for reference.
  - b. Lot 101-R is missing the address (429 East).
  - c. Lot 109-R on Old Maple Road needs to be 334 East.
  - d. Lot 206-R on Old Maple Road needs to be 267 East.
  - e. Lot 207-R on Old Maple Road needs to be 270 East.
7. There is a storm drain easement across the old Poff property that is not shown on the Phase 1 plat (update Note 3). This needs to be shown and noted the same as Note 4.

### **IMPROVEMENT PLANS**

8. **Fencing.** According to Title 11.04.130 in the City Code, a 6' high fence is required along agricultural property and canals.
  - a. The purpose of the fencing along agricultural property is to *“provide a reasonable barrier so that residents of, or visitors to, the subdivision are not inadvertently exposed to the dangers of the farm or livestock.”*
  - b. The purpose of the fencing along a canal is to *“provide a reasonable barrier to humans so residents of, or visitors to, the subdivision are not inadvertently exposed to the dangers of the canal.”* The code goes on to say, *“In order for the barrier to be effective, fencing of other subdivision borders may be required by the city council.”*

There is currently no fencing called out in the plans. We recommend that 6' high fencing be provided along the west property line from 6650 South down to the canal, along the south side of the canal to the east property, along the east and north property lines back to 475 East. This would provide a continuous barrier between the subdivision and the canal and agricultural property; thus being compliant with City Code. The developer would need to coordinate with the Riverdale Bench Canal Company to locate gates in the fencing at locations where they may continue to access and maintain the canal.
9. The culinary water valves should be placed on all legs of every intersection. They are shown in the wrong locations on multiple sheets.
10. There are too many waterline loops underneath the storm drain. The waterline should be added to the profile on all P&P sheets in order to verify conflicts. Wherever possible the water should be deepened in order to avoid looping. However, it must still remain 18” vertically above the top of the sewer line.
11. The water services with meters and sewer laterals need to be shown. The sewer should be shown on the downstream side.
12. There is no sewer main in front of Lots 107 and 108. The main shown needs to either be extended to the west from the Kingston Drive intersection or to the east from phase 2.
13. It is not very clear on the plans where the outlet control structure is to be located.
14. The detail for the outlet control structure needs to be revised as follows:
  - a. The lid of the box needs to be concrete with a 4'x4' hole cut in the top, covered by a grate.
  - b. The hole in the spillwall should be 24” diameter.
  - c. The slide gate should be a 24” Waterman, with a non-rising stem and an operating nut on top. A valve box lid should be installed in the box lid, centered over the operating nut.
  - d. The slide gate should be installed on the upstream side of the spillwall.

### **FOLLOWING APPROVAL**

15. **Coordination with other affected entities.**
  - a. Plans have been submitted to the South Weber Irrigation Company, Central Weber Sewer District and the Riverdale Bench Canal Company for their review.

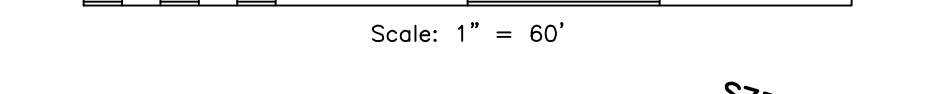
Letters from each entity approving the proposed connections, improvements, crossings, changes, etc. are needed prior to the scheduling of a preconstruction meeting.

- b. Weber Basin Water Conservancy District also has a culinary transmission line that crosses the north end of the property. The developer must obtain a license agreement to cross this line. This is needed for the storm drain crossing of the outfall line from the regional detention basin.
  - c. We received a letter from UDOT, dated October 29, 2014, granting approval for storm water discharge into the culvert under I-84 from the previous developer. This approval needs to be updated to reflect the current developer and improvements.
    - i. An Encroachment Permit from UDOT will be needed in order to make the connection to the culvert under I-84. This will require that final plans be submitted showing the details of the connection and how the flows will be restricted in order to not exceed the approved maximum flow rate.
16. The final approved plans need to be stamped and signed by a Licensed Professional Engineer. Our office will approve the official construction set to be used and referenced by all associated parties.
  17. A preconstruction meeting will need to be held with the developer's contractor, other utility provider personnel and City Staff prior to the commencement of any construction.
  18. A cash escrow account will need to be set up in a federally insured institution as a guarantee for all improvements not yet constructed (the cost estimate must be approved by the City Engineer). This will need to be done prior to the plat being recorded. This amount includes a 15% Contingency on all improvements remaining at the time it is established and a 10% Guarantee on all improvements.



**Legend**

- = SECTION CORNER
- = SET STREET MONUMENT
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BOUNDARY LINE
- = ROAD CENTERLINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = FENCE LINE
- = SECTION TIE LINE
- = BUILDABLE AREA
- = EXISTING BUILDING (TO BE REMOVED)
- = EXISTING EASEMENT (TO BE VACATED)
- = PUBLIC UTILITY EASEMENT



# OLD MAPLE FARMS PHASE 1

PART OF SE QUARTER OF SEC. 20 & N.E. QUARTER OF SEC. 29, T.5N., R.1W., S.L.B.&M., U.S. SURVEY  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
JANUARY, 2017



**VICINITY MAP**  
SCALE: NONE

**Boundary Description**

PART OF THE SOUTHEAST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

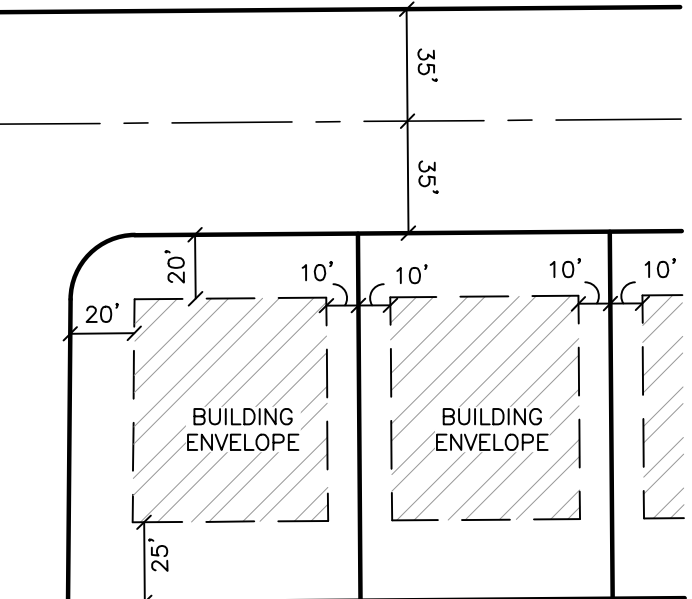
BEGINNING AT A POINT, SAID POINT BEING N00°24'04"W ALONG THE EAST LINE OF SAID SECTION 20 471.45 FEET, AND S89°35'46"W 891.87 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE S00°21'01"W 105.65 FEET; THENCE S89°17'39"E 169.19 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 164.92 FEET, A RADIUS OF 285.00 FEET, A CHORD BEARING OF S72°43'02"E, AND A CHORD LENGTH OF 162.62 FEET; THENCE S56°08'24"E 149.28 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 124.18 FEET, A RADIUS OF 215.00 FEET, A CHORD BEARING OF S72°41'12"E, AND A CHORD LENGTH OF 122.46 FEET; THENCE S89°14'00"E 99.63 FEET; THENCE S01°16'23"W 130.73 FEET; THENCE N87°54'00"W 193.06 FEET; THENCE S00°46'00"W 67.57 FEET; THENCE N89°29'30"W 165.04 FEET; THENCE N00°27'29"E 126.25 FEET; THENCE N89°10'31"W 143.39 FEET; THENCE N00°20'11"E 9.31 FEET; THENCE N87°15'22"W 192.01 FEET; THENCE S54°01'29"W 5.41 FEET; THENCE N85°07'19"W 312.20 FEET; THENCE N00°42'21"E 125.82 FEET; THENCE N32°29'44"E 81.60 FEET; THENCE N00°21'01"E 125.05 FEET; THENCE S89°17'39"E 100.00 FEET; THENCE S73°09'20"E 73.00 FEET; THENCE S89°39'57"E 131.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 241,432 SQUARE FEET OR 5.543 ACRES MORE OR LESS

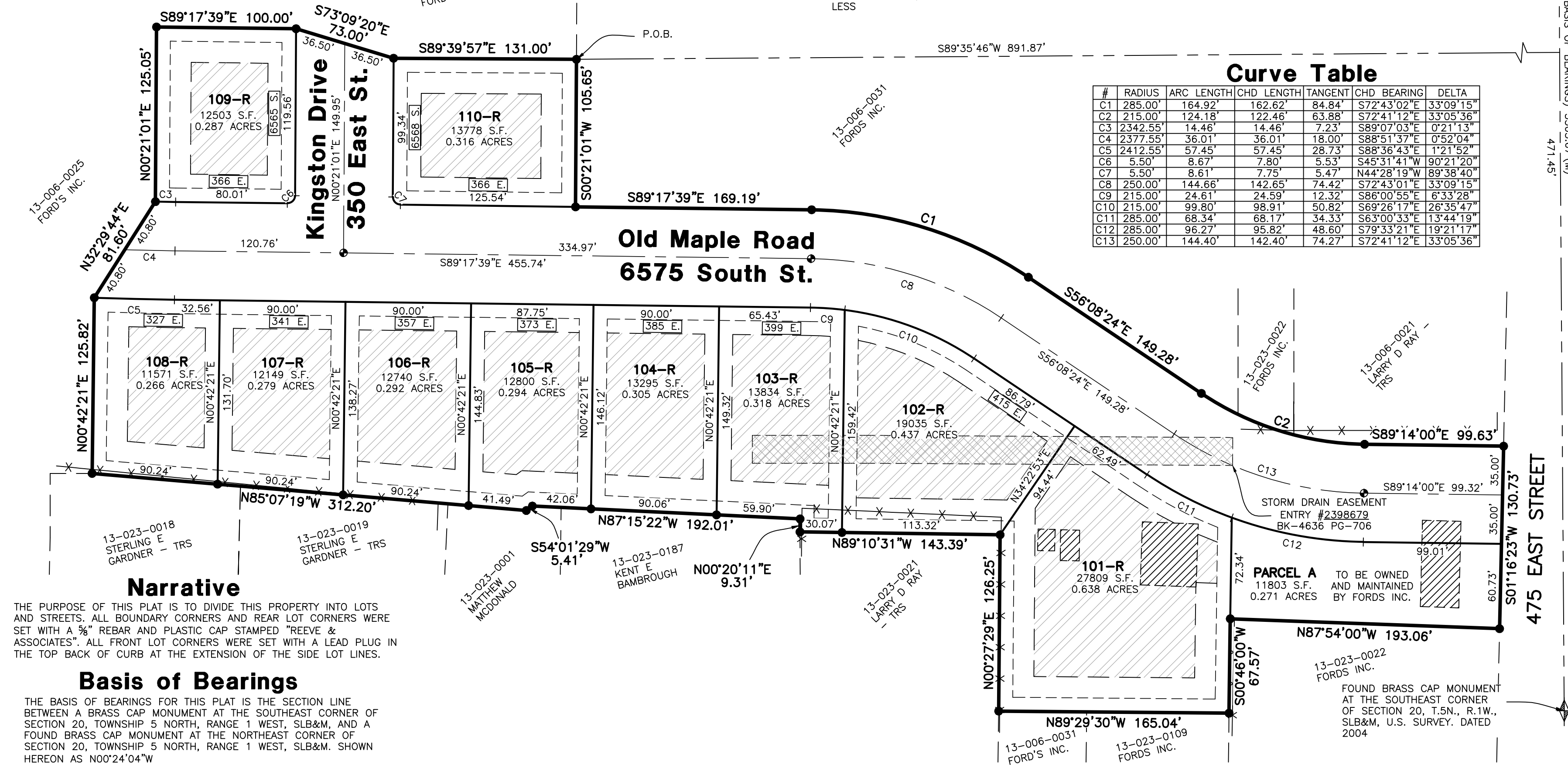
**Notes**

- 1 - ALL LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE GEOTECHNICAL REPORT PREPARED BY GSH, DATED MARCH 22, 2016.
- 2 - R = BASEMENTS ARE NOT ALLOWED, DUE TO THE PRESENCE OF HIGH GROUNDWATER AND NO LAND DRAIN SYSTEM AVAILABLE.
- 3 - THE EXISTING STORM DRAIN EASEMENT IS LOCATED IN THE ROAD RIGHT-OF-WAY AND WILL BE VACATED WITH THE RECORDING OF THIS PLAT.
- 4 - STORM DRAIN EASEMENT (ENTRY #2398679 BK- 4636 PG- 706) SHOWN HEREON, IS TO BE VACATED WITH THE RECORDATION OF THIS PLAT.

**TYPICAL SET-BACK**  
(TO SCALE)



FOUND BRASS CAP MONUMENT AT THE NORTHEAST CORNER OF SECTION 20, T.5N., R.1W., S.L.B.&M., U.S. SURVEY, DATED 2004.



**Curve Table**

#	RADIUS	ARC LENGTH	CHD. LENGTH	TANGENT	CHD BEARING	DELTA
C1	285.00	164.92	162.62	84.84	S72°43'02"E	33°09'15"
C2	215.00	124.18	122.46	63.88	S72°41'12"E	33°05'36"
C3	2342.55	14.46	14.46	7.23	S89°07'03"E	0°21'13"
C4	2377.55	36.01	36.01	18.00	S89°13'7"E	0°52'04"
C5	2412.55	57.45	57.45	28.73	S89°36'43"E	1°21'52"
C6	5.50	8.67	7.80	5.53	S45°31'41"W	90°21'20"
C7	5.50	8.61	7.75	5.47	N44°28'19"W	89°38'40"
C8	250.00	144.66	142.65	74.42	S72°43'01"E	33°09'15"
C9	215.00	24.61	24.59	12.32	S86°00'55"E	6°33'28"
C10	215.00	99.80	98.91	50.82	S69°26'17"E	26°35'47"
C11	285.00	68.34	68.17	34.33	S63°00'33"E	13°44'19"
C12	285.00	96.27	95.32	48.60	S79°33'21"E	18°21'17"
C13	250.00	144.40	142.40	74.27	S72°41'12"E	33°05'36"

**Narrative**  
THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND STREETS. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

**Basis of Bearings**  
THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN A BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M., AND A FOUND BRASS CAP MONUMENT AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M. SHOWN HEREON AS N00°24'04"W

**SOUTH WEBER CITY PLANNING COMMISSION**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE SOUTH WEBER CITY PLANNING COMMISSION.  
CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

**SOUTH WEBER CITY ENGINEER**  
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.  
SOUTH WEBER CITY ENGINEER DATE

**SOUTH WEBER CITY COUNCIL**  
PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.  
SOUTH WEBER CITY MAYOR ATTEST: \_\_\_\_\_ CITY RECORDER

**SOUTH WEBER CITY ATTORNEY**  
APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
SOUTH WEBER CITY ATTORNEY

**SURVEYOR'S CERTIFICATE**

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTIONS 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF OLD MAPLE FARMS PHASE 1 IN SOUTH WEBER, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SOUTH WEBER CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
9031945  
UTAH LICENSE NUMBER TREVOR J. HATCH  
PROFESSIONAL LAND SURVEYOR  
STATE OF UTAH

**OWNERS DEDICATION AND CERTIFICATION**

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT OLD MAPLE FARMS PHASE 1 SUBDIVISION; AND DO HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH, ALL PARTS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER; AND ALSO DEDICATE TO SOUTH WEBER CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH )ss.  
COUNTY OF \_\_\_\_\_ )  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, (AND) \_\_\_\_\_ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME \_\_\_\_\_ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.  
COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

**ACKNOWLEDGMENT**

STATE OF UTAH )ss.  
COUNTY OF \_\_\_\_\_ )  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, (AND) \_\_\_\_\_ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE \_\_\_\_\_ AND \_\_\_\_\_ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.  
COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

**Developer Info.**  
FORDS INC.  
PO BOX 171228  
SLC, UTAH  
84117

**PROJECT INFORMATION**  
Surveyor: T. HATCH  
Project Name: OLD MAPLE FARMS PHASE 1  
Designer: D. CAVE  
Number: 6597-02  
Begin Date: 5-9-2016  
Scale: 1"=60'  
Revision: 1-4-2017 D.C.  
Checked:

**DAVIS COUNTY RECORDER**  
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD  
AND RECORDED, \_\_\_\_\_ AT \_\_\_\_\_  
IN BOOK \_\_\_\_\_ OF \_\_\_\_\_  
THE OFFICIAL RECORDS, PAGE \_\_\_\_\_  
RECORDED FOR:  
DAVIS COUNTY RECORDER  
DEPUTY.





# OLD MAPLE FARMS PHASE 2

PART OF SE QUARTER OF SEC. 20 & N.E. QUARTER OF SEC. 29, T.5N., R.1W., S.L.B.&M., U.S. SURVEY  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
JANUARY, 2017

## Legend

- = BOUNDARY LINE
- = ROAD CENTERLINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- = FENCE LINE
- = BUILDABLE AREA
- = EXISTING BUILDING (TO BE REMOVED)
- = P.U.E. = PUBLIC UTILITY EASEMENT

- = SECTION CORNER
- = SET STREET MONUMENT
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"

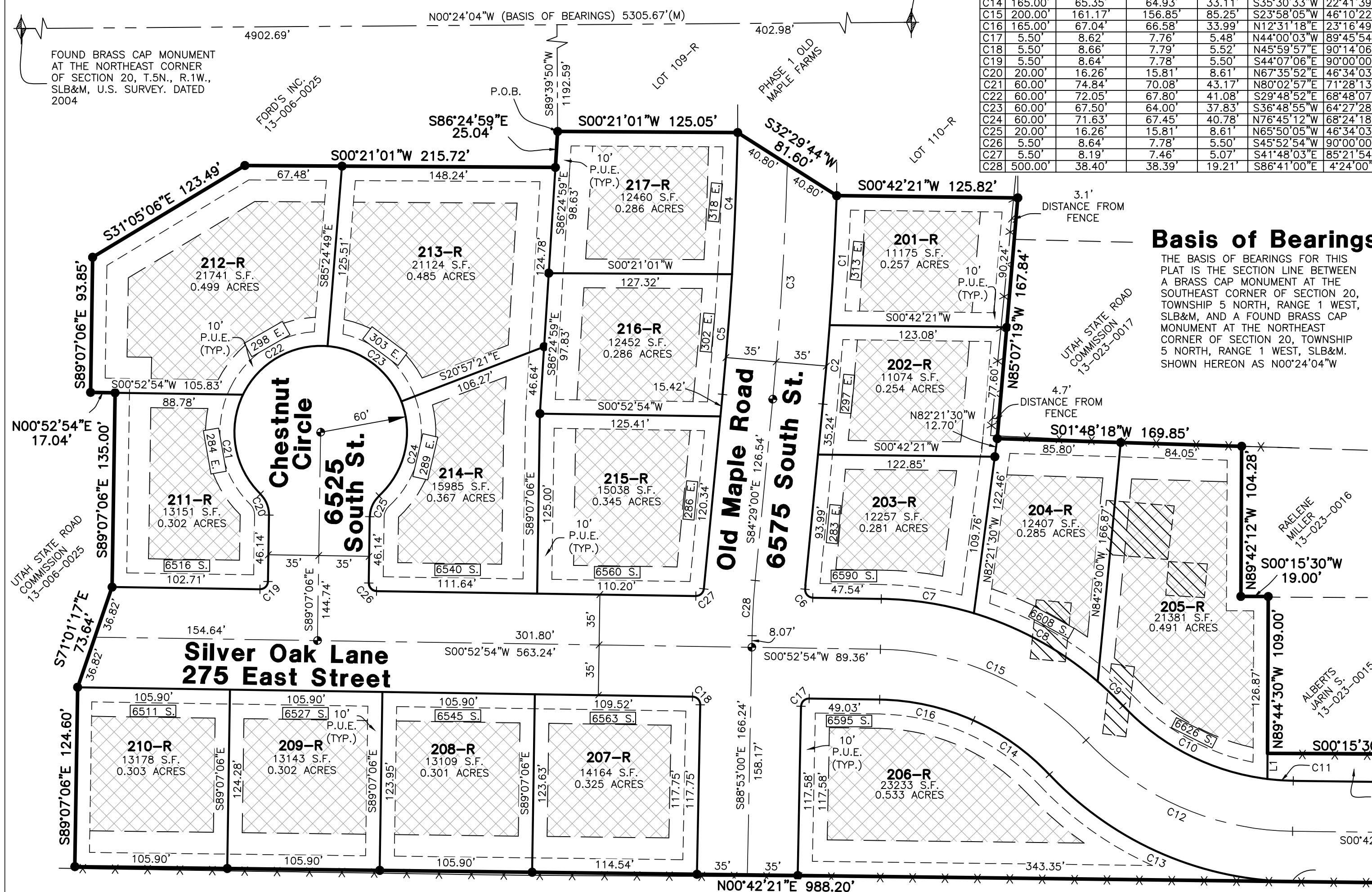
## Line Table

LINE BEARING	DISTANCE
N89°44'30"W	17.87'

## Curve Table

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	2412.55	90.09	90.08	45.05	N85°51'36"W	208°22'
C2	2412.55	55.03	55.03	27.52	N85°08'13"W	118°25'
C3	2377.55	163.62	163.59	81.84	N86°27'18"W	356°35'
C4	2342.55	98.54	98.53	49.28	N87°44'08"W	224°36'
C5	2342.55	83.70	83.69	41.85	N85°30'25"W	202°50'
C6	5.50	9.05	8.06	5.93	S48°02'01"W	94°18'14"
C7	235.00	65.33	65.12	32.88	S08°50'44"W	15°55'41"
C8	235.00	98.93	98.20	50.21	S28°52'11"W	240°17'12"
C9	235.00	24.31	24.30	12.16	N43°53'35"E	5°53'35"
C10	165.00	114.93	112.62	59.91	S26°54'06"W	39°54'33"
C11	165.00	17.97	17.86	9.00	N03°49'35"E	1°14'29"
C12	200.00	161.09	156.78	85.20	S23°48'52"W	48°09'01"
C13	235.00	189.29	184.21	100.12	S23°48'52"W	48°09'01"
C14	165.00	65.35	64.93	33.11	S35°30'33"W	22°41'39"
C15	200.00	161.17	156.85	85.23	S23°58'05"W	48°10'22"
C16	165.00	67.04	66.58	33.99	N12°31'18"E	2°31'49"
C17	5.50	8.62	7.76	5.48	N44°00'03"W	89°45'54"
C18	5.50	8.66	7.79	5.52	N45°29'57"E	90°14'06"
C19	5.50	8.64	7.78	5.50	S44°07'06"W	89°00'00"
C20	20.00	16.28	15.81	8.61	N67°35'52"E	46°34'03"
C21	60.00	74.84	70.08	43.17	N80°02'57"E	71°28'13"
C22	60.00	72.05	67.83	41.08	S29°48'52"E	68°48'07"
C23	60.00	67.50	64.00	37.83	S36°48'55"W	64°27'28"
C24	60.00	71.63	67.45	40.78	N76°45'12"W	68°24'18"
C25	20.00	16.26	15.81	8.61	N65°50'05"W	46°34'03"
C26	5.50	8.64	7.78	5.50	S45°52'44"W	89°00'00"
C27	5.50	8.19	7.46	5.07	S41°48'03"E	85°21'54"
C28	500.00	38.40	38.39	19.21	S86°41'00"E	1°24'00"

FOUND BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SECTION 20, T.5N., R.1W., S.L.B.&M., U.S. SURVEY. (DATED 2004)



## Basis of Bearings

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN A BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M., AND A FOUND BRASS CAP MONUMENT AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M. SHOWN HEREON AS NO0°24'04"W.

## Boundary Description

PART OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF LOT 109-R, OF OLD MAPLE FARMS PHASE 1, SAID POINT BEING NO0°24'04"W ALONG THE EAST SECTION LINE OF SAID SECTION 20, 402.98 FEET AND S89°39'50"W 1192.59 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE ALONG THE WESTERLY BOUNDARY LINE OF OLD MAPLE FARMS PHASE 1, THE FOLLOWING THREE (3) COURSES; (1) S00°21'01"W 125.05 FEET; (2) S32°29'44"W 81.60 FEET; (3) S00°42'21"W 125.82 FEET; THENCE N85°07'19"W 167.84 FEET TO A POINT IN AN EXISTING FENCE; THENCE S01°48'18"W ALONG SAID FENCE 169.85 FEET; THENCE N89°42'12"W 104.28 FEET; THENCE S00°15'30"W 19.00 FEET; THENCE N89°44'30"W 109.00 FEET TO A POINT IN AN EXISTING FENCE; THENCE S00°15'30"W MORE OR LESS ALONG SAID MEANDERING FENCE 988.20 FEET; THENCE S89°07'06"E 124.60 FEET; THENCE S71°01'17"E 73.64 FEET; THENCE S89°07'06"E 135.00 FEET; THENCE NO0°52'54"E 17.04 FEET; THENCE S89°07'06"E 93.85 FEET; THENCE S31°05'06"E 123.49 FEET; THENCE S00°21'01"W 215.72 FEET; THENCE S86°24'59"E 25.04 FEET TO THE POINT OF BEGINNING.  
CONTAINING 375,703 SQUARE FEET OR 8.625 ACRES MORE OR LESS.

## Narrative

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE SUBJECT PROPERTY INTO LOTS AND STREETS, AS SHOWN HEREON. THE BOUNDARY WAS DETERMINED ON THE SOUTH BY DEED. THE DEEDS FOR THE SUBJECT PARCEL AND THE PARCELS SOUTH HAVE AN OVERLAP BY RECORD. THE SOUTHERLY DEEDS WERE SHIFTED TO MATCH THE DEED LOCATION OF THE SUBJECT PARCEL, WHICH CLOSELY MATCHES OCCUPATION. THE WEST LINE IS BY DEED, WHICH MATCHES CLOSELY WITH OCCUPATION. THE EASTERLY AND NORTHERLY LINES MATCH PHASE 1.

## SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF OLD MAPLE FARMS PHASE 2 IN SOUTH WEBER, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SOUTH WEBER CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
9031945  
UTAH LICENSE NUMBER TREVOR J. HATCH  
PROFESSIONAL LAND SURVEYOR STATE OF UTAH

## OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT OLD MAPLE FARMS PHASE 2 SUBDIVISION, AND DO HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH, ALL PARTS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER; AND ALSO DEDICATE TO SOUTH WEBER CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY AND TO HEREBY DEDICATE PARCEL A TO SOUTH WEBER CITY.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

## ACKNOWLEDGMENT

STATE OF UTAH )ss.  
COUNTY OF \_\_\_\_\_ )  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ (AND) \_\_\_\_\_ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME \_\_\_\_\_ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.  
COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

## ACKNOWLEDGMENT

STATE OF UTAH )ss.  
COUNTY OF \_\_\_\_\_ )  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ (AND) \_\_\_\_\_ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE \_\_\_\_\_ AND \_\_\_\_\_ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.  
COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

## Developer Info.

FORDS INC.  
PO BOX 171228  
SLC, UTAH  
84117

NOTES:  
1. ALL LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE GEOTECHNICAL REPORT PREPARED BY GSH, DATED MARCH 22, 2016.  
2. R = BASEMENTS ARE NOT ALLOWED, DUE TO THE PRESENCE OF HIGH GROUNDWATER AND NO LAND DRAIN SYSTEM AVAILABLE.

**SOUTH WEBER CITY PLANNING COMMISSION**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE SOUTH WEBER CITY PLANNING COMMISSION.  
CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

**SOUTH WEBER CITY ENGINEER**  
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.  
SOUTH WEBER CITY ENGINEER DATE

**SOUTH WEBER CITY COUNCIL**  
PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.  
SOUTH WEBER CITY MAYOR ATTEST: \_\_\_\_\_ CITY RECORDER

**SOUTH WEBER CITY ATTORNEY**  
APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
SOUTH WEBER CITY ATTORNEY

PROJECT INFORMATION	
Surveyor:	T. HATCH
Designer:	D. CAVE
Begin Date:	6-13-2016
Project Name:	OLD MAPLE FARMS PHASE 2
Number:	6597-02
Scale:	1"=60'
Revision:	1-4-2017 D.C.
Checked:	

**DAVIS COUNTY RECORDER**  
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND RECORDED, \_\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF THE OFFICIAL RECORDS, PAGE \_\_\_\_\_  
RECORDED FOR: \_\_\_\_\_  
DAVIS COUNTY RECORDER \_\_\_\_\_ DEPUTY.





## **NFPA 2009 STANDARDS**

This unit shall comply with the NFPA standards effective January 1, 2009.

Certification of slip resistance of all stepping, standing and walking surfaces shall be supplied with delivery of the apparatus.

A plate that is highly visible to the driver while seated shall be provided which states the overall height, length, and gross vehicle weight rating.

Rosenabuer shall have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company shall designate, in writing, which is qualified to witness and certify test results.

## **CAB CUSTOM STYLE**

The cab shall be a custom, cab over engine style, with the driver and officer positions ahead of the engine and front axle. The cab shall be specifically designed and manufactured for the fire service industry.

The cab shall be designed and assembled by the apparatus manufacturer in a facility located on the manufacturer's premises.

The cab shall be of a totally enclosed full tilt design, with the interior area completely open to improve visibility and verbal communication between the occupants. The cab shall be capable of tilting 45-degrees, allowing the chassis engine to be removed, if required, without tilting the cab beyond 45-degrees.

The cab shall include a four (4)-point rubber isolated cab pivot and mounting system. The rear histic mounts shall be isolated from the chassis frame to reduce the transfer of road vibrations and frame torque into the cab, while providing superior handling characteristics. No solid mounted rear lock downs shall be acceptable.

The front cab pivot assemblies shall be 1/2" A36 steel plate with a .31" thick 2-1/2" diameter tube cross member mechanically attached to the cab and frame. There shall be two (2) greaseable rubber isolated engineered bushings to reduce the transfer of road vibrations into the cab.

The cab shall be locked down by a two (2)-point automatic spring-loaded hook mechanism that actuates after the cab has been lowered.

The cab super-structure shall be designed with high strength 6061-T6 aluminum extrusions and 3/16" 5052-H32 aluminum plate. This shall include the "A", "B", "C" and "D" extruded pillars, triple wall front end reinforced by 3/16" thick x 2"x3" extrusion tubes, 3/16" side walls and rear wall. This shall offer superior occupant protection in the event of vehicle impact.

The extrusions shall provide adequate space for routing of wiring and hoses which will provide service accessibility. Routing of harnessing which requires pulling of wires through tubes will not be allowed.

The "A" pillar shall be of a closed section, one-piece extrusion extending from the cab header to the bottom of the cab. This design shall ensure strength and superior resistance to buckling in the event of a frontal impact.

The cabs front corners shall be constructed of 5052-H32 stamped aluminum to provide a consistent material composition. The stamping process alleviates the high tendency of fractures through the fusing of dissimilar metal composition as appears with a casting process.

Cast cab components, including cab corners, "A" pillars and front fascia components shall not be acceptable due to the high tendency of fractures.

Additional cab strength shall be obtained through closed section, dual extrusions in the construction of the "D" pillars.

The front façade shall be constructed with dual wall .19" thick 5052-H32 aluminum plates which make up the front bulkhead, reinforced by .19" thick 6061-T6 aluminum extrusion (box-sections), through-out the inner and outer perimeter of the front end / façade. The reinforcing third wall / barrier is .13" thick 5052-H32 work hardened aluminum façade panels. All panels shall be welded, no adhesive.

The cab side wall of the cab shall be 3/16" thick 5052-H32 aluminum plate. The cab side plate shall wrap the corner of the cab B pillar and slam post. The cab rear wall plates shall be reinforced with a minimum of two (2) 3/16 x 3" aluminum sections; the cab side reinforcements shall be a minimum of 28" apart and span from the cab B pillar and cab C pillar.

The rear wall of the cab shall be 3/16" thick 5052-H32 aluminum plate. The rear cab plate shall wrap the corner of the cab and attach to the cab D pillar and slam post. The cab rear wall plates shall be reinforced with four horizontal and dual vertical support sections; the dual vertical support structure shall consist of 1/8" thick x 2" 6061-T6 aluminum tubes and the horizontal hat sections shall consist of 1/8" thick x 4" 5052-H32 aluminum. The dual vertical support sections shall be 40" a-part, and the cab shall contain a minimum of four (4) 4" hat section horizontal supports.

Additionally, the rear edge of the floor shall include a 3/16" 6061-T6 aluminum tube extrusion (under the floor) and a 7" 5052-H32 aluminum cab floor support section (above the floor)

The outside cab width shall measure 99" across. The interior cab shall have a width of 93".

The cab length shall measure 77.3" from the center of the front axle to the front cab skin and 60" from center of the front axle to the back of the cab, for a total cab length of 137.3".

The cab shall also feature ample driver and officer foot room, a total of 3.7 square feet for the driver and 4.45 square feet of floor space at the officer's feet.

The crew floor shall feature a complete flat floor design, including provisions for a one o'clock PTO inclusion, while still offering an uninterrupted 25 total square feet of space. The distance from the back of the tunnel to the interior wall shall be 46" measured at floor level and 52" at top of engine tunnel.

The leading edge of the cab floor from the steps shall meet NFPA 13-7.3 slip resistance requirements, by using bi-directional, knurled trim piece on both the front and rear cab doors.

The cab shall incorporate a two-step design at each door, with a first step height of approximately 22" from the ground. The leading edge of the first step shall be 5" further outboard than the second step to provide a staircase design for safer egress.

The front cab first step shall measure a minimum of 32" wide x 9-1/2" deep. The front cab intermediate step shall measure a minimum 33" wide x 8-1/2" deep.

The crew cab first step shall measure a minimum of 26-1/2" wide x 9-1/2" deep. The crew cab intermediate step shall measure a minimum 28" wide x 9-1/2" deep.

The cab shall meet or exceed cab impact test (SAE J-2420, cab rollover test (SAE J2422), and cab seating requirements (FMVSS 210, and FMVSS 208).

The cab shall include 4 doors. They shall have a front two (2) cab doors shall have a minimum clear opening of 42.5" wide by 81" high measured from the top of the lower cab step to the top of the door opening.; and the rear two (2) crew doors shall be a minimum clear door opening of 38.5" wide by 91.5" high measured from the top of the lower cab step to the top of the door opening. The length of the door will vary depending on door type.

## **CAB DOORS**

The cab shall include a total of four (4) doors, two (2) forward and two (2) rear crew doors.

The forward cab doors shall be a minimum of 45" wide, and have a cab structure opening of 42.5" wide; and the rear crew doors shall be a minimum of 41" wide, and a cab structure opening of 38.5" wide to provide enhanced entry and egress of the cab.

The two (2) forward doors shall offer a clear opening measurement of 51.5" wide and the two (2) rear crew doors shall have a clear opening measurement of 45.75" wide, measured from cab door seal to open door seal.

All cab doors shall open a minimum of 85 degrees for the safety of personnel during entrance or egression from the cab.

Each cab door shall feature:

- Superior strength and rigidity from 3/16" closed section extruded door frames
- Insulation and damping inside each door for a solid feel and minimized reverberation when closed
- A minimum of 1" rolled rubber bulb seal style gasket and an "L" foam seal around the door ensuring a weather tight fit
- Integrated, mechanical door stop
- A full length, hidden piano style 10 gauge stainless steel door hinge with a 1/4" pin, which shall be mounted inside the panel of the door prohibiting dirt and debris from becoming trapped in the hinge
- An integrated one-piece inner door assembly that includes a glass track, mounting provisions for window regulator, door handle and door panel shall be utilized. The inner door assembly shall be easily removed with nut inserts. Self-tapping screws shall not be acceptable.

### **CAB STEPS**

The cab steps shall meet NFPA 13-7.3 in size and slip resistance requirements.

The cab shall incorporate a two-step design at each door, with a first step height of approximately 22" from the ground. The leading edge of the first step shall be 5" further outboard than the second step to provide a staircase design for safer egress.

The front cab first step shall measure a minimum of 32" wide x 9-1/2" deep. The front cab intermediate step shall measure a minimum 33" wide x 8-1/2" deep.

The crew cab first step shall measure a minimum of 26-1/2" wide x 9-1/2" deep. The crew cab intermediate step shall measure a minimum 28" wide x 9-1/2" deep.

The top crew step shall incorporate an angle approximately midway from the rear wall to the crew door hinge extending out the flooring under the rear facing outer seat positions, offering foot placement for safety while seated in this position.

### **CAB STEP TRIM**

The cab steps shall include a 12 gauge 304 Grip Strut stainless steel construction on the first step, the step closest to the ground. The stainless steel finish shall be a number 7 mirror. The step shall include a frame which is integral with the construction of the cab for rigidity and strength. The Grip Strut shall allow water and other debris to flow through rather than becoming packed under the step. The middle step shall be integral with the cab in construction and shall be trimmed in 3003-H22 embossed aluminum tread plate which is 0.084" thick.

### **FULL HEIGHT DOORS**

All doors shall be full height from the roof of the cab extending down to cover and protect the entrance step areas.

### **DOOR FILL PANEL**

The door fill panel shall have the same finish as the door.

### **DOOR HANDLES**

The exterior door handles shall be constructed of die-cast steel and chrome plated for a pleasing appearance. They shall feature a vertically oriented heavy duty pull style handles which are extended out and suitable for easy grasping with a gloved hand.

The interior door handle shall be a chrome plated paddle style latch. The paddle shall be hinged towards the front of the cab and shall include a manual door lock unless otherwise specified.

Each door latch shall feature a military grade aligning dove tail guide striker assembly for precision door closure which prevents sagging throughout the life of the vehicle.

### **CAB DOOR LOCKS**

All cab doors shall include manual door locks with keys. The door lock shall include a toggle and shall be an integral part of the interior door handle which is red in color. The exterior door lock is integral with the door latch. The cab doors may be unlocked from the exterior with a key or through a thumb turn from inside the cab.

### **INTERIOR CAB DOORS**

All cab doors shall consist of a one-piece formed and stamped aluminum interior panel. The panel shall include a formed collar around the interior door latch. ABS material shall not be acceptable.

### **INTERIOR CAB DOOR FINISH**

All cab doors shall be finished with ARMA coating for durability. The finish shall be black in color.

### **INTERIOR FRONT DOOR PULL**

The interior driver and officer cab doors shall each include one (1) customized cast aluminum single piece door grab pulls designed specifically for the fire service.

The single piece door pull shall have a curved designed in an "L" formation to provide multiple points for grasping with a gloved hand. The horizontal dimension shall be a minimum of 28" and the vertical dimension shall be a minimum of 20". The door pulls shall have an ergonomic curve making them easier to grasp when entering and exiting the cab.

The door pull shall feature secure mounting in three separate locations of the pull utilizing stainless steel fasteners with nut inserts in each location. Self-taping screws or other mounting techniques shall not be allowed for interior door pulls or grab handles.

Each handle shall be constructed of A356 aluminum casting and shall feature a black powder coated finish.

### **INTERIOR GRAB HANDLE REAR DOOR**

A black powder coated cast aluminum grab handle shall be provided on the inside of each rear crew door. The handle shall extend horizontally the width of the window just above the windowsill. The handle shall assist with entry and egress from the crew area of the vehicle.

The interior driver and officer rear cab crew doors shall include one (1) customized cast aluminum single piece door grab pulls designed specifically for the fire service.

The door pulls shall have an ergonomic curve making them easier to grasp when entering and exiting the cab.

The door pull shall feature secure mounting with stainless steel fasteners with nut inserts in each location. Self-taping screws or other mounting techniques shall not be allowed for interior door pulls or grab handles.

Each handle shall be constructed of A356 aluminum casting and shall feature a black powder coated finish.

## **WINDSHIELD**

A one (1)-piece, safety glass full width windshield with more than 3,228 square inches of clear viewing area will be provided.

The windshield shall feature:

- A completely uninterrupted view from both the driver and officer positions
- The windshield will consist of three (3) layers; the outer layer, the middle safety laminate, and the inner layer. The .114" thick outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage.
- Economical replacement readily available from auto glass supplier
- Easily removable for replacement using standard automotive techniques
- A frit band will be provided along with an outer trim seal on the outside perimeter of the windshield for a finished automotive appearance.

## **WINDSHIELD WIPER SYSTEM**

A single windshield wiper system shall be incorporated in conformance with FMVSS and SAE requirements. Two (2) 22" windshield wiper arms shall be mounted below the windshield. Each arm shall include a 26" long wiper to provide optimum windshield clearing.

The windshield wiper fluid reservoir can be filled without raising the cab.

## **CAB INSULATION**

The cab shall be completely insulated from road and vehicle resonance, exterior sound and thermal intrusion.

The cab insulation system shall be comprised of three separate components each designed to assure optimal thermal and acoustic properties are achieved. Two layers of insulation material shall be utilized in conjunction with a .2" air barrier.

The cab shall utilize at a minimum 10 mils of flexible extensional visco elastic vibration damping insulation offering excellent acoustic reduction properties.

A minimum of .8" of SCbond Polyurethane Foam insulation shall be applied as an additional insulation between the cab skin and all interior ceiling surfaces. The insulation shall have a density of 10 lb/ft<sup>3</sup> +/- .5 providing better thermal properties and acoustic reduction properties.

The interior cab insulation system shall ensure that no seated position within the cab exceeds 72dB as certified by the manufacture. This decibel rating shall be measured with the apparatus traveling 45 mph with climate control settings off.

All insulation used in the construction of the cab shall be marine grade featuring longevity and resistance to degradation.

The interior of the cab including the rear wall and ceiling panels shall be insulated.

## **ENGINE TUNNEL INSULATION**

The engine tunnel shall include an insulated barrier from noise on the underside of each tunnel surface. This barrier shall be engineered for surrounding engines.

The insulation barrier shall provide an acceptable decibel level within the cab meeting or exceeding the recommendations of NFPA 1901.

The thickness of the engine tunnel insulation shall be 1" thick. The insulating material shall be open cell polyether based foam with a textured surface, specifically designed for acoustic absorption.

The engine tunnel insulation shall be precisely cut and sealed to fit each segment on the underside of the tunnel surface. The insulation shall then be affixed by a pressure sensitive adhesive.

The insulation shall meet or exceed FMVSS 302 flammability testing.

### **DAMPING INSULATION**

The entire cab, including the ceiling and walls shall include additional insulation reducing structure borne noise from vibration, impact and resonance within the cab.

### **INTERIOR TRIM MATERIAL**

The interior trim shall feature a 31 oz. marine grade vinyl which features a tensile strength of ASTM D751 of excellent, tear strength meeting the Federal standard 191-5134 of excellent and shall be oil resistant passing the CID-A-A-2950A requirement for no permeation.

The soft trim vinyl shall feature mildew resistance passing ASTM G21-90 and shall be rated to -25 degrees Fahrenheit.

The vinyl shall be flame retardant meeting California Fire Code 117, UFAC Class 1, and BIFMA Class 1 and shall have a high resistance to abrasion.

The interior of the cab including the ceiling panels shall feature this soft trim and shall be black in color.

### **REAR WALL INTERIOR MATERIAL**

The rear wall of the cab shall be covered in black 31 oz. marine grade vinyl for a more pleasing appearance.

### **CAB DASH**

The cab dash shall offer heavy duty, durable construction using resin transfer molding (RTM) technology formed composite material. The composite material shall be .28" thick for improved resistance and military type strength.

RTM is a low pressure, closed molding process which offers a dimensionally accurate and high quality surface finish composite molding, using liquid thermoset polymers reinforced with various forms of fiber reinforcements. The matrix selection of polymer and reinforcement dictates molding mechanical and surface finish performance.

The cab dash shall offer a finish of a polyurethane coating for a rugged design and finish.

The polyurethane finish shall provide a tough, flexible, impact-absorbing, chemical & abrasion-resistant, even-textured and skid-resistant surface. The polyurethane finish shall offer durability and scratch resistance even against today's advanced firefighting turnout materials with consistent, even coverage and a uniform texture. The polyurethane coating finish shall resist fading from UV light.

This construction shall allow for a clean, seamless dash area that shall reduce unnecessary joining of cab dash components. This design allows for the following features:

- Optimal heating and cooling of cab occupants, HVAC louvers shall be integrated into the gauge panel with a total of six (6) louvers; three louvers pointing at the driver and three louvers pointing at the officer.
- The cab dash instrument cluster shall be installed on a painted fire service grade RTM composite fiberglass panel. This panel shall provide for easy removal to increase serviceability and provide ease of maintenance.

- For improved safety cab switches and controls shall be ergonomically located within easy reach of the driver when in the seated position with seatbelts fastened. This design will reduce driver distraction and increase safety by putting frequently accessed driver controls within easy reach to allow the driver more time to focus on the road.
- The officer side cab dash shall have a painted fire service grade RTM composite fiberglass panel that shall house the three HVAC louvers on the officer side. This panel will also provide ergonomically located switches and controls for the officer. All controls shall be within easy reach while in the seated position with seatbelts fastened.
- Access panels on the top of the dash for both the driver and officer sides easing maintenance access to controls, components and gauge assemblies
- The driver side dash shall include gauges for primary air pressure, secondary air pressure, a Pacific Insight instrumentation gauge panel and the DEF gauge as standard
- The driver side dash shall also include two (2) lower panels to the left and right of the steering column for FMVSS switches such as the Off/Ignition and start switches and the park brake assembly
- The driver dash shall include six (6) additional switches or the HVAC controls and additional switching to the right of the Driver.

### **ENGINE TUNNEL**

The engine tunnel shall be constructed of aluminum offering superior durability in addition to thermal and acoustic resistance. Covering the engine tunnel shall be a layer of formed composite material for a contoured transition into the dash and offering a pleasing appearance.

The tunnel shall feature a polyurethane coating which shall match the dash and header in texture and color for a consistent appearance and robust finish with a thickness of approximately .28".

The engine tunnel shall feature:

- A low profile design measuring approximately 46.5" wide and 23-1/2" in height from the crew floor shall offer optimum visibility of the windshield and cab interior from any seated position.
- The engine tunnel at the driver's position shall be a tapered design, featuring 24" clear width at floor level, first taper shall start 16" from floor level and taper inward for a clear width of 25.5" and the final taper shall start at 20.5" from floor level and taper inward for a clear width of 33".
- The engine tunnel at the officer's position shall be a tapered design, featuring 22-1/2" clear width at floor level, first taper shall start 16" from floor level and taper inward for a clear width of 24" and the final taper shall start at 20.5" from floor level and taper inward for a clear width of 31-1/2".
- The design shall offer a minimum of 30" for the driver and 28-1/2" for the officer as measured from the inside door pan to the top edge of the tunnel. The dimension measured at the "H" (hip) point, with the seat in the lowest position, shall be a minimum of 28-1/2" for the driver and 27" for the officer.
- Recessed sections for ease of mounting equipment at the rear of the tunnel or for compartments and bases which can be used for installing Fire/EMS equipment and components such as flashlights and light boxes.

### **CAB HEADER**



The cab header shall offer heavy duty, durable construction using resin transfer molding (RTM) technology formed composite material. The composite material shall be .28" thick for improved resistance and military type strength.

RTM is a low pressure, closed molding process which offers a dimensionally accurate and high quality surface finish composite molding, using liquid thermoset polymers reinforced with various forms of fiber reinforcements. The matrix selection of polymer and reinforcement dictates molding mechanical and surface finish performance.

ABS polymer construction shall not be acceptable.

The cab header shall offer a finish of a polyurethane coating for a rugged design and finish.

The polyurethane finish shall provide a tough, flexible, impact-absorbing, chemical & abrasion-resistant, even-textured and skid-resistant surface. The polyurethane finish shall offer durability and scratch resistance even against today's advanced firefighting turnout materials with consistent, even coverage and a uniform texture. The polyurethane coating finish shall resist fading from UV light.

The cab header shall also be purpose built for integration of Fire/EMS components and ease of maintenance with panels above both the driver and officer positions measuring 8" wide x 15" long for mounting radios, aerial controls and switches.

### **HVAC HEATING AND COOLING SYSTEMS**

The interior cab climate control shall be comprised of a triple system that shall include a defroster, a cab and crew heater and air conditioner for a complete HVAC system. The air conditioning system shall be comprised of compressor, condenser, and a minimum of three (3) evaporators to provide consistent temperature control throughout the entire cab.

The system shall be rated as an Emergency Vehicle grade for the use in Fire and Rescue style vehicles and shall provide environmental air treatment in accordance with published SAE standards.

The HVAC system shall be tested and certified by the component manufacturer and a third party independent certified testing laboratory, including all three systems. Documentation of test results shall be provided with the bid.

The HVAC system shall be a total and complete system, and shall provide sufficient defrosting, heating and cooling to the entire cab. The HVAC system shall meet or exceed all specified items without the use of auxiliary heating and cooling systems.

### **DEFROSTING SYSTEM**

The defrosting system shall feature:

- To provide maximum defrost and heating performance, a 30,000 BTU heater-defroster unit with 780 CFM of air flow will be provided inside the cab.
- The defroster unit will be strategically located under the center forward portion of the instrument panel. For easy access, a removable cover will be installed over the defroster unit.
- Mounting under the dash with fresh air intake providing excellent defrost and demist capabilities. Systems not utilizing fresh intake shall not be acceptable.
- Six (6) vents shall be located in the top forward portion of the dash for superior defrosting properties across the entire windshield.
- The system shall be capable of clearing 90 percent or more of the windshield in fifteen (15) minutes or less after a three (3) hour cold soak at 0 degrees Fahrenheit (-17.78 degrees Celsius).

- The system shall exceed Flash Flogging standards that are set forth in the SAE Heavy Duty Cab with Sleeper specifications. Documentation from a third party testing facility shall be available upon request.
- The defroster will include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the one (1) piece windshield.

## **HEATING SYSTEM**

The heating system shall feature:

- Delivery of a minimum of 82,000 BTU/hour of heat to the entire cab.
- Heat and air circulation shall be provided to the driver and officer foot area of the cab as standard through ducting in the foot well area of both positions.
- Substantial air movement and heating provided to the driver and officer's position, with six (6) adjustable louvers, located in the dash, three (3) adjustable louvers directed at the driver and three (3) adjustable louvers directed at the officer
- Dual overhead units, with five (5) adjustable louvers shall be mounted above the rear facing seat positions on the driver and officer side of the cab
- A minimum of 880 CFM of air flow measured at the front seated positions and 1580 CFM of air flow per side in the rear seated positions for a combined total of 4040 CFM of air flow in the cab.
- The heater shall be plumbed with a shut off valve at the engine, so that the coolant bypasses the heaters.
- The heater hoses used will be silicone high heat heater hose.

## **AIR CONDITIONING**

The air conditioning system shall feature:

- A minimum of 96,000 BTU/hour of cooling capacity to the entire cab.
- One (1) evaporator shall be located under the center dash and Two (2) crew overhead evaporators located near the B-pillar on each side of the cab allowing for greater frontal visibility for the forward facing crew seating and allowing for more interior mounting of accessories.
- A gravity condensation drain system shall be utilized. These drains shall remove all condensation from the evaporator units and direct it to the exterior of the chassis cab for optimal performance. Systems utilizing pumps to remove condensation, or gravity systems with poles or other obstructions located within the cab to route drains through shall not be acceptable.
- Substantial air movement for optimum cooling shall be provided to the driver and officer positions, with six (6) adjustable louvers, located in the dash, three (3) adjustable louvers shall be directed at the driver and three (3) adjustable louvers shall be directed at the officer
- The air condition system shall be capable of cooling the cab from 110 degrees Fahrenheit (43.33 degrees Celsius) to 70 degrees Fahrenheit (21.11 degrees Celsius) at 60% humidity in less than 30 minutes with an engine

RPM of 1400; and cool the cab from 100 degrees fahrenheit to 73 degrees fahrenheit at 80% humidity, after a three (3) hour heat soak. A certification document from the testing facility shall be available upon request.

### **CAB TILT SYSTEM**

The cab shall be a full tilt style. A hydraulic cab lift system shall be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

The dual lift cylinders shall lift the cab 45 degrees from a horizontal plane facilitating easy engine maintenance. The chassis engine shall be able to be removed if required without tilting the cab beyond 45-degrees.

The center line of the chassis cab tilt shall be a minimum of 76" from the center line of the front axle, providing a 27" corridor between the cab and front tire for maximum work space and accessibility to fan, fan belt, fan drive, air compressor, power steering pump, alternator and air filter.

The tilt angle shall allow access to the engine and area under the cab without contacting any components mounted to the gravel shield.

The cylinder shall be a Trunion style for improved stability in the tilted position and shall have an integral accumulator so as to not interfere with the cab mounting system creating a smoother and quieter ride.

The cab shall include a four (4)-point rubber isolated cab pivot and mounting system. The rear histic mounts shall be isolated from the chassis frame to reduce the transfer of road vibrations and frame torque into the cab, while providing superior handling characteristics.

The front cab pivot assemblies shall be a 1/2" A36 steel plate with a .31" thick 2-1/2" diameter tube cross member mechanically attached to the cab and frame. There shall be two (2) greaseable rubber isolated engineered bushings to reduce the transfer of road vibrations into the cab.

The cab shall be locked down by a two (2)-point automatic spring-loaded hook mechanism that actuates after the cab has been lowered.

The cylinders shall include blocking valves (velocity fuses) which prevent motion when no control buttons are pushed. In the event of a hydraulic system failure, the valves shall retain the fluid in the cylinders.

A redundant mechanical stay arm shall automatically be engaged once the cab has been fully raised. Before lowering the cab, this device must be disengaged using the stay arm control located on the driver's side rear of the cab, providing the operator protection from high engine exhaust temperatures. The stay arm shall be safety yellow for high visibility so that it is easy to see whether the arm is in place or not.

All mounting points shall be bolted directly to the frame rail.

The cab lift safety system shall be interlocked with the parking brake. The cab tilt mechanism shall be active only when the parking brake is set and the battery master switch is in the on position. If the parking brake is released, the cab tilt mechanism shall be disabled.

A warning light shall illuminate in the cab instrument panel to indicate whenever the cab is not fully latched in the locked down position, and the parking brake is released.

### **CAB TILT LOCK DOWN INDICATOR**

The cab dash shall include a message located within the dual air pressure gauge which shall alert the driver when the cab is unlocked and ajar. The alert message shall cease to be displayed when the cab is in the fully lowered position and the hold down hooks are secured and locked to the cab mounts.

In addition to the alert message an audible alarm shall sound when the cab is unlocked and ajar and the parking brake is released.

## **FLUID FILLS & CHECK**

For ease of maintenance and access, the following fluid checks shall be located behind the tiltable and/or removable mesh panel:

- Engine Oil dipstick
- Engine Coolant Sight Glass
- Power Steering Fluid dipstick
- Windshield Washer Fluid

## **ENGINE**

A Cummins ISL 9.0 liter, four-cycle diesel fueled, turbo charged engine shall feature the following:

- One of the highest power to weight ratios in its class
- Heavy-duty replaceable wet liners, roller followers, by-pass oil filtration with replaceable spin on cartridge and targeted piston cooling for longer service in tough work environments
- Improved cooled EGR system
- 543 Cubic inches of displacement
- High pressure common rail fuel system producing a precise quantity of fuel at ultra high pressures
- Fully integrated, robust electronic engine controls
- Electric fuel lift pump.

# APPRAISAL REPORT

of

**SOUTH WEBER CITY LAND  
(Four Parcels of Vacant Land)**

located at

**7500± South Weber Drive, and  
700± East 6650 South  
South Weber City, Utah 84405**

prepared for

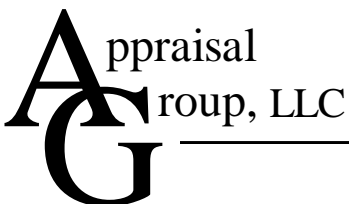
**SOUTH WEBER CITY  
Attn: Mr. Tom Smith, City Manager  
1600 East South Weber Drive  
South Weber City, Utah 84405**

valuation date

**September 20, 2016**

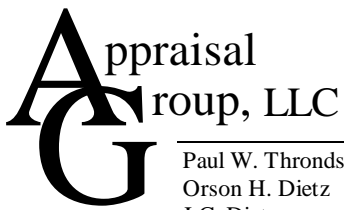
prepared by

**PAUL W. THRONSEN, MAI  
and  
J.C. DIETZ**



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www.appraisalgrp.com

October 7, 2016

**SOUTH WEBER CITY**

Attn: Mr. Tom Smith, City Manager  
1600 East South Weber Drive  
South Weber City, Utah 84405

RE: Appraisal Report – South Weber City Land – Four parcels of vacant land. The properties are located at 7500± South Weber Drive and 700± East 6650 South, South Weber City, Utah 84405. They are all owned by South Weber City Corporation.

Dear Mr. Smith:

At your request, we have performed an appraisal of the properties referenced above utilizing all applicable approaches. This is an "Appraisal Report" in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

As an Appraisal Report it is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice. As a summary format it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinions of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the following paragraph. The appraisers are not responsible for unauthorized use of this report.

South Weber City is the client, and the intended user of the appraisal. The intended use of the report is for asset management and possible sale considerations. The purpose of this appraisal is to provide opinions of the "as is" fee simple market value of the properties.

The "as is" valuation date is the date of our most recent physical inspection of the property, which was September 20, 2016.

The subject properties are vacant land. Property rights appraised include those inherent in fee simple estate. The terms *market value* and *fee simple* are defined in the body of the report.



**PAUL W. THRONSDEN, MAI**  
REAL ESTATE APPRAISER & CONSULTANT

After careful consideration and analysis of the market data summarized in the attached report, the following "as is" market value opinions for the subject properties as of September 20, 2016 have been concluded:

**South Weber City Properties:**

1. **Residential Land at 700± East 6650 South – 2.50 Acres: ..... \$200,000**
2. **Commercial Land North/East Side of South Weber Drive – 2.597 Acres  
(2 parcels): ..... \$570,000**
3. **Commercial Land South/West Side of South Weber Drive – 3.486 Acres: ..... \$760,000**

The indicated marketing period (prospective from effective date) for the properties at these values is 12 months. Exposure time (retrospective from effective date) for the properties is also concluded at 12 months.

The value opinions are subject to the general assumptions and limiting conditions contained in the report. We trust the report is completed in sufficient detail to accomplish its intended use. Please call if we can be of further assistance.

Sincerely,



Paul W. Thronsen, MAI

Utah State-Certified General Appraiser Certificate 5451070-CG00 Expires 6-30-17
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J.C. Dietz, Appraiser

Utah State-Certified General Appraiser Certificate 5791555-CG00 Expires 7-31-18
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## **NFPA 2009 STANDARDS**

This unit shall comply with the NFPA standards effective January 1, 2009.

Certification of slip resistance of all stepping, standing and walking surfaces shall be supplied with delivery of the apparatus.

A plate that is highly visible to the driver while seated shall be provided which states the overall height, length, and gross vehicle weight rating.

Rosenabuer shall have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company shall designate, in writing, which is qualified to witness and certify test results.

## **CAB CUSTOM STYLE**

The cab shall be a custom, cab over engine style, with the driver and officer positions ahead of the engine and front axle. The cab shall be specifically designed and manufactured for the fire service industry.

The cab shall be designed and assembled by the apparatus manufacturer in a facility located on the manufacturer's premises.

The cab shall be of a totally enclosed full tilt design, with the interior area completely open to improve visibility and verbal communication between the occupants. The cab shall be capable of tilting 45-degrees, allowing the chassis engine to be removed, if required, without tilting the cab beyond 45-degrees.

The cab shall include a four (4)-point rubber isolated cab pivot and mounting system. The rear histic mounts shall be isolated from the chassis frame to reduce the transfer of road vibrations and frame torque into the cab, while providing superior handling characteristics. No solid mounted rear lock downs shall be acceptable.

The front cab pivot assemblies shall be 1/2" A36 steel plate with a .31" thick 2-1/2" diameter tube cross member mechanically attached to the cab and frame. There shall be two (2) greaseable rubber isolated engineered bushings to reduce the transfer of road vibrations into the cab.

The cab shall be locked down by a two (2)-point automatic spring-loaded hook mechanism that actuates after the cab has been lowered.

The cab super-structure shall be designed with high strength 6061-T6 aluminum extrusions and 3/16" 5052-H32 aluminum plate. This shall include the "A", "B", "C" and "D" extruded pillars, triple wall front end reinforced by 3/16" thick x 2"x3" extrusion tubes, 3/16" side walls and rear wall. This shall offer superior occupant protection in the event of vehicle impact.

The extrusions shall provide adequate space for routing of wiring and hoses which will provide service accessibility. Routing of harnessing which requires pulling of wires through tubes will not be allowed.

The "A" pillar shall be of a closed section, one-piece extrusion extending from the cab header to the bottom of the cab. This design shall ensure strength and superior resistance to buckling in the event of a frontal impact.

The cabs front corners shall be constructed of 5052-H32 stamped aluminum to provide a consistent material composition. The stamping process alleviates the high tendency of fractures through the fusing of dissimilar metal composition as appears with a casting process.

Cast cab components, including cab corners, "A" pillars and front fascia components shall not be acceptable due to the high tendency of fractures.

Additional cab strength shall be obtained through closed section, dual extrusions in the construction of the "D" pillars.

The front façade shall be constructed with dual wall .19" thick 5052-H32 aluminum plates which make up the front bulkhead, reinforced by .19" thick 6061-T6 aluminum extrusion (box-sections), through-out the inner and outer perimeter of the front end / façade. The reinforcing third wall / barrier is .13" thick 5052-H32 work hardened aluminum façade panels. All panels shall be welded, no adhesive.

The cab side wall of the cab shall be 3/16" thick 5052-H32 aluminum plate. The cab side plate shall wrap the corner of the cab B pillar and slam post. The cab rear wall plates shall be reinforced with a minimum of two (2) 3/16 x 3" aluminum sections; the cab side reinforcements shall be a minimum of 28" apart and span from the cab B pillar and cab C pillar.

The rear wall of the cab shall be 3/16" thick 5052-H32 aluminum plate. The rear cab plate shall wrap the corner of the cab and attach to the cab D pillar and slam post. The cab rear wall plates shall be reinforced with four horizontal and dual vertical support sections; the dual vertical support structure shall consist of 1/8" thick x 2" 6061-T6 aluminum tubes and the horizontal hat sections shall consist of 1/8" thick x 4" 5052-H32 aluminum. The dual vertical support sections shall be 40" a-part, and the cab shall contain a minimum of four (4) 4" hat section horizontal supports.

Additionally, the rear edge of the floor shall include a 3/16" 6061-T6 aluminum tube extrusion (under the floor) and a 7" 5052-H32 aluminum cab floor support section (above the floor)

The outside cab width shall measure 99" across. The interior cab shall have a width of 93".

The cab length shall measure 77.3" from the center of the front axle to the front cab skin and 60" from center of the front axle to the back of the cab, for a total cab length of 137.3".

The cab shall also feature ample driver and officer foot room, a total of 3.7 square feet for the driver and 4.45 square feet of floor space at the officer's feet.

The crew floor shall feature a complete flat floor design, including provisions for a one o'clock PTO inclusion, while still offering an uninterrupted 25 total square feet of space. The distance from the back of the tunnel to the interior wall shall be 46" measured at floor level and 52" at top of engine tunnel.

The leading edge of the cab floor from the steps shall meet NFPA 13-7.3 slip resistance requirements, by using bi-directional, knurled trim piece on both the front and rear cab doors.

The cab shall incorporate a two-step design at each door, with a first step height of approximately 22" from the ground. The leading edge of the first step shall be 5" further outboard than the second step to provide a staircase design for safer egress.

The front cab first step shall measure a minimum of 32" wide x 9-1/2" deep. The front cab intermediate step shall measure a minimum 33" wide x 8-1/2" deep.

The crew cab first step shall measure a minimum of 26-1/2" wide x 9-1/2" deep. The crew cab intermediate step shall measure a minimum 28" wide x 9-1/2" deep.

The cab shall meet or exceed cab impact test (SAE J-2420, cab rollover test (SAE J2422), and cab seating requirements (FMVSS 210, and FMVSS 208).

The cab shall include 4 doors. They shall have a front two (2) cab doors shall have a minimum clear opening of 42.5" wide by 81" high measured from the top of the lower cab step to the top of the door opening.; and the rear two (2) crew doors shall be a minimum clear door opening of 38.5" wide by 91.5" high measured from the top of the lower cab step to the top of the door opening. The length of the door will vary depending on door type.

## **CAB DOORS**

The cab shall include a total of four (4) doors, two (2) forward and two (2) rear crew doors.

The forward cab doors shall be a minimum of 45" wide, and have a cab structure opening of 42.5" wide; and the rear crew doors shall be a minimum of 41" wide, and a cab structure opening of 38.5" wide to provide enhanced entry and egress of the cab.

The two (2) forward doors shall offer a clear opening measurement of 51.5" wide and the two (2) rear crew doors shall have a clear opening measurement of 45.75" wide, measured from cab door seal to open door seal.

All cab doors shall open a minimum of 85 degrees for the safety of personnel during entrance or egression from the cab.

Each cab door shall feature:

- Superior strength and rigidity from 3/16" closed section extruded door frames
- Insulation and damping inside each door for a solid feel and minimized reverberation when closed
- A minimum of 1" rolled rubber bulb seal style gasket and an "L" foam seal around the door ensuring a weather tight fit
- Integrated, mechanical door stop
- A full length, hidden piano style 10 gauge stainless steel door hinge with a 1/4" pin, which shall be mounted inside the panel of the door prohibiting dirt and debris from becoming trapped in the hinge
- An integrated one-piece inner door assembly that includes a glass track, mounting provisions for window regulator, door handle and door panel shall be utilized. The inner door assembly shall be easily removed with nut inserts. Self-tapping screws shall not be acceptable.

### **CAB STEPS**

The cab steps shall meet NFPA 13-7.3 in size and slip resistance requirements.

The cab shall incorporate a two-step design at each door, with a first step height of approximately 22" from the ground. The leading edge of the first step shall be 5" further outboard than the second step to provide a staircase design for safer egress.

The front cab first step shall measure a minimum of 32" wide x 9-1/2" deep. The front cab intermediate step shall measure a minimum 33" wide x 8-1/2" deep.

The crew cab first step shall measure a minimum of 26-1/2" wide x 9-1/2" deep. The crew cab intermediate step shall measure a minimum 28" wide x 9-1/2" deep.

The top crew step shall incorporate an angle approximately midway from the rear wall to the crew door hinge extending out the flooring under the rear facing outer seat positions, offering foot placement for safety while seated in this position.

### **CAB STEP TRIM**

The cab steps shall include a 12 gauge 304 Grip Strut stainless steel construction on the first step, the step closest to the ground. The stainless steel finish shall be a number 7 mirror. The step shall include a frame which is integral with the construction of the cab for rigidity and strength. The Grip Strut shall allow water and other debris to flow through rather than becoming packed under the step. The middle step shall be integral with the cab in construction and shall be trimmed in 3003-H22 embossed aluminum tread plate which is 0.084" thick.

### **FULL HEIGHT DOORS**

All doors shall be full height from the roof of the cab extending down to cover and protect the entrance step areas.

### **DOOR FILL PANEL**

The door fill panel shall have the same finish as the door.

### **DOOR HANDLES**

The exterior door handles shall be constructed of die-cast steel and chrome plated for a pleasing appearance. They shall feature a vertically oriented heavy duty pull style handles which are extended out and suitable for easy grasping with a gloved hand.

The interior door handle shall be a chrome plated paddle style latch. The paddle shall be hinged towards the front of the cab and shall include a manual door lock unless otherwise specified.

Each door latch shall feature a military grade aligning dove tail guide striker assembly for precision door closure which prevents sagging throughout the life of the vehicle.

### **CAB DOOR LOCKS**

All cab doors shall include manual door locks with keys. The door lock shall include a toggle and shall be an integral part of the interior door handle which is red in color. The exterior door lock is integral with the door latch. The cab doors may be unlocked from the exterior with a key or through a thumb turn from inside the cab.

### **INTERIOR CAB DOORS**

All cab doors shall consist of a one-piece formed and stamped aluminum interior panel. The panel shall include a formed collar around the interior door latch. ABS material shall not be acceptable.

### **INTERIOR CAB DOOR FINISH**

All cab doors shall be finished with ARMA coating for durability. The finish shall be black in color.

### **INTERIOR FRONT DOOR PULL**

The interior driver and officer cab doors shall each include one (1) customized cast aluminum single piece door grab pulls designed specifically for the fire service.

The single piece door pull shall have a curved designed in an "L" formation to provide multiple points for grasping with a gloved hand. The horizontal dimension shall be a minimum of 28" and the vertical dimension shall be a minimum of 20". The door pulls shall have an ergonomic curve making them easier to grasp when entering and exiting the cab.

The door pull shall feature secure mounting in three separate locations of the pull utilizing stainless steel fasteners with nut inserts in each location. Self-taping screws or other mounting techniques shall not be allowed for interior door pulls or grab handles.

Each handle shall be constructed of A356 aluminum casting and shall feature a black powder coated finish.

### **INTERIOR GRAB HANDLE REAR DOOR**

A black powder coated cast aluminum grab handle shall be provided on the inside of each rear crew door. The handle shall extend horizontally the width of the window just above the windowsill. The handle shall assist with entry and egress from the crew area of the vehicle.

The interior driver and officer rear cab crew doors shall include one (1) customized cast aluminum single piece door grab pulls designed specifically for the fire service.

The door pulls shall have an ergonomic curve making them easier to grasp when entering and exiting the cab.

The door pull shall feature secure mounting with stainless steel fasteners with nut inserts in each location. Self-taping screws or other mounting techniques shall not be allowed for interior door pulls or grab handles.

Each handle shall be constructed of A356 aluminum casting and shall feature a black powder coated finish.

## **WINDSHIELD**

A one (1)-piece, safety glass full width windshield with more than 3,228 square inches of clear viewing area will be provided.

The windshield shall feature:

- A completely uninterrupted view from both the driver and officer positions
- The windshield will consist of three (3) layers; the outer layer, the middle safety laminate, and the inner layer. The .114" thick outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage.
- Economical replacement readily available from auto glass supplier
- Easily removable for replacement using standard automotive techniques
- A frit band will be provided along with an outer trim seal on the outside perimeter of the windshield for a finished automotive appearance.

## **WINDSHIELD WIPER SYSTEM**

A single windshield wiper system shall be incorporated in conformance with FMVSS and SAE requirements. Two (2) 22" windshield wiper arms shall be mounted below the windshield. Each arm shall include a 26" long wiper to provide optimum windshield clearing.

The windshield wiper fluid reservoir can be filled without raising the cab.

## **CAB INSULATION**

The cab shall be completely insulated from road and vehicle resonance, exterior sound and thermal intrusion.

The cab insulation system shall be comprised of three separate components each designed to assure optimal thermal and acoustic properties are achieved. Two layers of insulation material shall be utilized in conjunction with a .2" air barrier.

The cab shall utilize at a minimum 10 mils of flexible extensional visco elastic vibration damping insulation offering excellent acoustic reduction properties.

A minimum of .8" of SCbond Polyurethane Foam insulation shall be applied as an additional insulation between the cab skin and all interior ceiling surfaces. The insulation shall have a density of 10 lb/ft<sup>3</sup> +/- .5 providing better thermal properties and acoustic reduction properties.

The interior cab insulation system shall ensure that no seated position within the cab exceeds 72dB as certified by the manufacture. This decibel rating shall be measured with the apparatus traveling 45 mph with climate control settings off.

All insulation used in the construction of the cab shall be marine grade featuring longevity and resistance to degradation.

The interior of the cab including the rear wall and ceiling panels shall be insulated.

## **ENGINE TUNNEL INSULATION**

The engine tunnel shall include an insulated barrier from noise on the underside of each tunnel surface. This barrier shall be engineered for surrounding engines.

The insulation barrier shall provide an acceptable decibel level within the cab meeting or exceeding the recommendations of NFPA 1901.

The thickness of the engine tunnel insulation shall be 1" thick. The insulating material shall be open cell polyether based foam with a textured surface, specifically designed for acoustic absorption.

The engine tunnel insulation shall be precisely cut and sealed to fit each segment on the underside of the tunnel surface. The insulation shall then be affixed by a pressure sensitive adhesive.

The insulation shall meet or exceed FMVSS 302 flammability testing.

### **DAMPING INSULATION**

The entire cab, including the ceiling and walls shall include additional insulation reducing structure borne noise from vibration, impact and resonance within the cab.

### **INTERIOR TRIM MATERIAL**

The interior trim shall feature a 31 oz. marine grade vinyl which features a tensile strength of ASTM D751 of excellent, tear strength meeting the Federal standard 191-5134 of excellent and shall be oil resistant passing the CID-A-A-2950A requirement for no permeation.

The soft trim vinyl shall feature mildew resistance passing ASTM G21-90 and shall be rated to -25 degrees Fahrenheit.

The vinyl shall be flame retardant meeting California Fire Code 117, UFAC Class 1, and BIFMA Class 1 and shall have a high resistance to abrasion.

The interior of the cab including the ceiling panels shall feature this soft trim and shall be black in color.

### **REAR WALL INTERIOR MATERIAL**

The rear wall of the cab shall be covered in black 31 oz. marine grade vinyl for a more pleasing appearance.

### **CAB DASH**

The cab dash shall offer heavy duty, durable construction using resin transfer molding (RTM) technology formed composite material. The composite material shall be .28" thick for improved resistance and military type strength.

RTM is a low pressure, closed molding process which offers a dimensionally accurate and high quality surface finish composite molding, using liquid thermoset polymers reinforced with various forms of fiber reinforcements. The matrix selection of polymer and reinforcement dictates molding mechanical and surface finish performance.

The cab dash shall offer a finish of a polyurethane coating for a rugged design and finish.

The polyurethane finish shall provide a tough, flexible, impact-absorbing, chemical & abrasion-resistant, even-textured and skid-resistant surface. The polyurethane finish shall offer durability and scratch resistance even against today's advanced firefighting turnout materials with consistent, even coverage and a uniform texture. The polyurethane coating finish shall resist fading from UV light.

This construction shall allow for a clean, seamless dash area that shall reduce unnecessary joining of cab dash components. This design allows for the following features:

- Optimal heating and cooling of cab occupants, HVAC louvers shall be integrated into the gauge panel with a total of six (6) louvers; three louvers pointing at the driver and three louvers pointing at the officer.
- The cab dash instrument cluster shall be installed on a painted fire service grade RTM composite fiberglass panel. This panel shall provide for easy removal to increase serviceability and provide ease of maintenance.

- For improved safety cab switches and controls shall be ergonomically located within easy reach of the driver when in the seated position with seatbelts fastened. This design will reduce driver distraction and increase safety by putting frequently accessed driver controls within easy reach to allow the driver more time to focus on the road.
- The officer side cab dash shall have a painted fire service grade RTM composite fiberglass panel that shall house the three HVAC louvers on the officer side. This panel will also provide ergonomically located switches and controls for the officer. All controls shall be within easy reach while in the seated position with seatbelts fastened.
- Access panels on the top of the dash for both the driver and officer sides easing maintenance access to controls, components and gauge assemblies
- The driver side dash shall include gauges for primary air pressure, secondary air pressure, a Pacific Insight instrumentation gauge panel and the DEF gauge as standard
- The driver side dash shall also include two (2) lower panels to the left and right of the steering column for FMVSS switches such as the Off/Ignition and start switches and the park brake assembly
- The driver dash shall include six (6) additional switches or the HVAC controls and additional switching to the right of the Driver.

### **ENGINE TUNNEL**

The engine tunnel shall be constructed of aluminum offering superior durability in addition to thermal and acoustic resistance. Covering the engine tunnel shall be a layer of formed composite material for a contoured transition into the dash and offering a pleasing appearance.

The tunnel shall feature a polyurethane coating which shall match the dash and header in texture and color for a consistent appearance and robust finish with a thickness of approximately .28".

The engine tunnel shall feature:

- A low profile design measuring approximately 46.5" wide and 23-1/2" in height from the crew floor shall offer optimum visibility of the windshield and cab interior from any seated position.
- The engine tunnel at the driver's position shall be a tapered design, featuring 24" clear width at floor level, first taper shall start 16" from floor level and taper inward for a clear width of 25.5" and the final taper shall start at 20.5" from floor level and taper inward for a clear width of 33".
- The engine tunnel at the officer's position shall be a tapered design, featuring 22-1/2" clear width at floor level, first taper shall start 16" from floor level and taper inward for a clear width of 24" and the final taper shall start at 20.5" from floor level and taper inward for a clear width of 31-1/2".
- The design shall offer a minimum of 30" for the driver and 28-1/2" for the officer as measured from the inside door pan to the top edge of the tunnel. The dimension measured at the "H" (hip) point, with the seat in the lowest position, shall be a minimum of 28-1/2" for the driver and 27" for the officer.
- Recessed sections for ease of mounting equipment at the rear of the tunnel or for compartments and bases which can be used for installing Fire/EMS equipment and components such as flashlights and light boxes.

### **CAB HEADER**

The cab header shall offer heavy duty, durable construction using resin transfer molding (RTM) technology formed composite material. The composite material shall be .28" thick for improved resistance and military type strength.

RTM is a low pressure, closed molding process which offers a dimensionally accurate and high quality surface finish composite molding, using liquid thermoset polymers reinforced with various forms of fiber reinforcements. The matrix selection of polymer and reinforcement dictates molding mechanical and surface finish performance.

ABS polymer construction shall not be acceptable.

The cab header shall offer a finish of a polyurethane coating for a rugged design and finish.

The polyurethane finish shall provide a tough, flexible, impact-absorbing, chemical & abrasion-resistant, even-textured and skid-resistant surface. The polyurethane finish shall offer durability and scratch resistance even against today's advanced firefighting turnout materials with consistent, even coverage and a uniform texture. The polyurethane coating finish shall resist fading from UV light.

The cab header shall also be purpose built for integration of Fire/EMS components and ease of maintenance with panels above both the driver and officer positions measuring 8" wide x 15" long for mounting radios, aerial controls and switches.

### **HVAC HEATING AND COOLING SYSTEMS**

The interior cab climate control shall be comprised of a triple system that shall include a defroster, a cab and crew heater and air conditioner for a complete HVAC system. The air conditioning system shall be comprised of compressor, condenser, and a minimum of three (3) evaporators to provide consistent temperature control throughout the entire cab.

The system shall be rated as an Emergency Vehicle grade for the use in Fire and Rescue style vehicles and shall provide environmental air treatment in accordance with published SAE standards.

The HVAC system shall be tested and certified by the component manufacturer and a third party independent certified testing laboratory, including all three systems. Documentation of test results shall be provided with the bid.

The HVAC system shall be a total and complete system, and shall provide sufficient defrosting, heating and cooling to the entire cab. The HVAC system shall meet or exceed all specified items without the use of auxiliary heating and cooling systems.

### **DEFROSTING SYSTEM**

The defrosting system shall feature:

- To provide maximum defrost and heating performance, a 30,000 BTU heater-defroster unit with 780 CFM of air flow will be provided inside the cab.
- The defroster unit will be strategically located under the center forward portion of the instrument panel. For easy access, a removable cover will be installed over the defroster unit.
- Mounting under the dash with fresh air intake providing excellent defrost and demist capabilities. Systems not utilizing fresh intake shall not be acceptable.
- Six (6) vents shall be located in the top forward portion of the dash for superior defrosting properties across the entire windshield.
- The system shall be capable of clearing 90 percent or more of the windshield in fifteen (15) minutes or less after a three (3) hour cold soak at 0 degrees Fahrenheit (-17.78 degrees Celsius).



- The system shall exceed Flash Flogging standards that are set forth in the SAE Heavy Duty Cab with Sleeper specifications. Documentation from a third party testing facility shall be available upon request.
- The defroster will include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the one (1) piece windshield.

## **HEATING SYSTEM**

The heating system shall feature:

- Delivery of a minimum of 82,000 BTU/hour of heat to the entire cab.
- Heat and air circulation shall be provided to the driver and officer foot area of the cab as standard through ducting in the foot well area of both positions.
- Substantial air movement and heating provided to the driver and officer's position, with six (6) adjustable louvers, located in the dash, three (3) adjustable louvers directed at the driver and three (3) adjustable louvers directed at the officer
- Dual overhead units, with five (5) adjustable louvers shall be mounted above the rear facing seat positions on the driver and officer side of the cab
- A minimum of 880 CFM of air flow measured at the front seated positions and 1580 CFM of air flow per side in the rear seated positions for a combined total of 4040 CFM of air flow in the cab.
- The heater shall be plumbed with a shut off valve at the engine, so that the coolant bypasses the heaters.
- The heater hoses used will be silicone high heat heater hose.

## **AIR CONDITIONING**

The air conditioning system shall feature:

- A minimum of 96,000 BTU/hour of cooling capacity to the entire cab.
- One (1) evaporator shall be located under the center dash and Two (2) crew overhead evaporators located near the B-pillar on each side of the cab allowing for greater frontal visibility for the forward facing crew seating and allowing for more interior mounting of accessories.
- A gravity condensation drain system shall be utilized. These drains shall remove all condensation from the evaporator units and direct it to the exterior of the chassis cab for optimal performance. Systems utilizing pumps to remove condensation, or gravity systems with poles or other obstructions located within the cab to route drains through shall not be acceptable.
- Substantial air movement for optimum cooling shall be provided to the driver and officer positions, with six (6) adjustable louvers, located in the dash, three (3) adjustable louvers shall be directed at the driver and three (3) adjustable louvers shall be directed at the officer
- The air condition system shall be capable of cooling the cab from 110 degrees Fahrenheit (43.33 degrees Celsius) to 70 degrees Fahrenheit (21.11 degrees Celsius) at 60% humidity in less than 30 minutes with an engine

RPM of 1400; and cool the cab from 100 degrees fahrenheit to 73 degrees fahrenheit at 80% humidity, after a three (3) hour heat soak. A certification document from the testing facility shall be available upon request.

### **CAB TILT SYSTEM**

The cab shall be a full tilt style. A hydraulic cab lift system shall be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

The dual lift cylinders shall lift the cab 45 degrees from a horizontal plane facilitating easy engine maintenance. The chassis engine shall be able to be removed if required without tilting the cab beyond 45-degrees.

The center line of the chassis cab tilt shall be a minimum of 76" from the center line of the front axle, providing a 27" corridor between the cab and front tire for maximum work space and accessibility to fan, fan belt, fan drive, air compressor, power steering pump, alternator and air filter.

The tilt angle shall allow access to the engine and area under the cab without contacting any components mounted to the gravel shield.

The cylinder shall be a Trunion style for improved stability in the tilted position and shall have an integral accumulator so as to not interfere with the cab mounting system creating a smoother and quieter ride.

The cab shall include a four (4)-point rubber isolated cab pivot and mounting system. The rear histic mounts shall be isolated from the chassis frame to reduce the transfer of road vibrations and frame torque into the cab, while providing superior handling characteristics.

The front cab pivot assemblies shall be a 1/2" A36 steel plate with a .31" thick 2-1/2" diameter tube cross member mechanically attached to the cab and frame. There shall be two (2) greaseable rubber isolated engineered bushings to reduce the transfer of road vibrations into the cab.

The cab shall be locked down by a two (2)-point automatic spring-loaded hook mechanism that actuates after the cab has been lowered.

The cylinders shall include blocking valves (velocity fuses) which prevent motion when no control buttons are pushed. In the event of a hydraulic system failure, the valves shall retain the fluid in the cylinders.

A redundant mechanical stay arm shall automatically be engaged once the cab has been fully raised. Before lowering the cab, this device must be disengaged using the stay arm control located on the driver's side rear of the cab, providing the operator protection from high engine exhaust temperatures. The stay arm shall be safety yellow for high visibility so that it is easy to see whether the arm is in place or not.

All mounting points shall be bolted directly to the frame rail.

The cab lift safety system shall be interlocked with the parking brake. The cab tilt mechanism shall be active only when the parking brake is set and the battery master switch is in the on position. If the parking brake is release, the cab tilt mechanism shall be disabled.

A warning light shall illuminate in the cab instrument panel to indicate whenever the cab is not fully latched in the locked down position, and the parking brake is released.

### **CAB TILT LOCK DOWN INDICATOR**

The cab dash shall include a message located within the dual air pressure gauge which shall alert the driver when the cab is unlocked and ajar. The alert message shall cease to be displayed when the cab is in the fully lowered position and the hold down hooks are secured and locked to the cab mounts.

In addition to the alert message an audible alarm shall sound when the cab is unlocked and ajar and the parking brake is released.

## **FLUID FILLS & CHECK**

For ease of maintenance and access, the following fluid checks shall be located behind the tiltable and/or removable mesh panel:

- Engine Oil dipstick
- Engine Coolant Sight Glass
- Power Steering Fluid dipstick
- Windshield Washer Fluid

## **ENGINE**

A Cummins ISL 9.0 liter, four-cycle diesel fueled, turbo charged engine shall feature the following:

- One of the highest power to weight ratios in its class
- Heavy-duty replaceable wet liners, roller followers, by-pass oil filtration with replaceable spin on cartridge and targeted piston cooling for longer service in tough work environments
- Improved cooled EGR system
- 543 Cubic inches of displacement
- High pressure common rail fuel system producing a precise quantity of fuel at ultra high pressures
- Fully integrated, robust electronic engine controls
- Electric fuel lift pump.

**SUBJECT PHOTOGRAPHS**



Viewing south across the subject residential land property.



Viewing west across the subject residential land property.





Viewing north across the subject residential land property.



Viewing east across the subject residential land property.



Viewing east along 6650 South Street  
(subject residential land on the right)

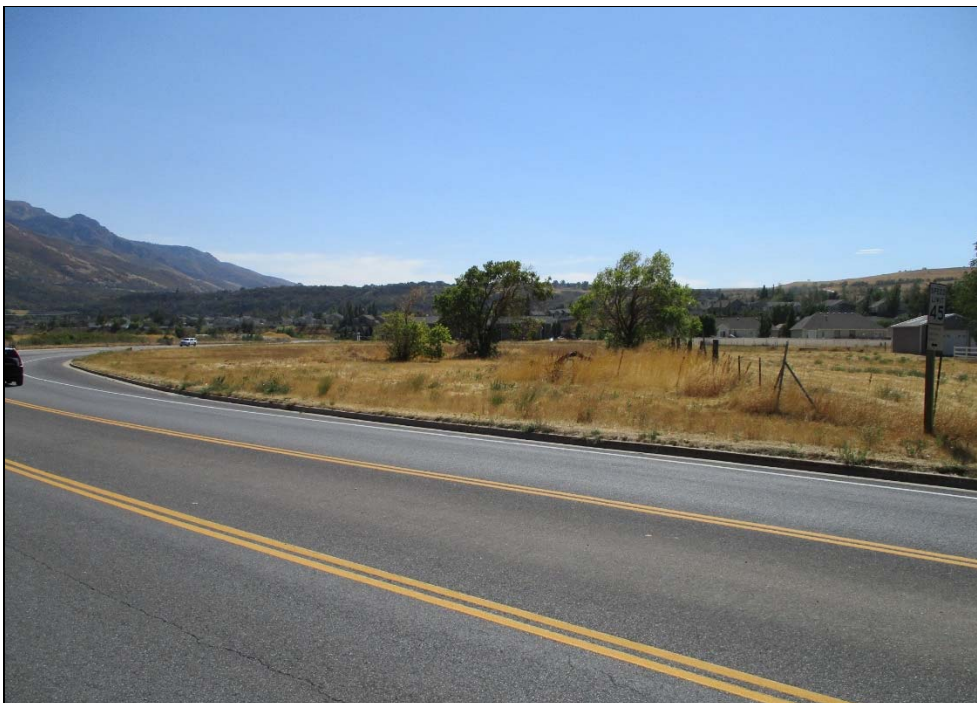


Viewing west along 6650 South Street  
(subject residential land on the left)





Viewing west across subject commercial property on south/west side of road.



Viewing south across subject commercial property on south/west side of road.



Viewing west across subject commercial land on north/east side of road.



Viewing south across subject commercial land on north/east side of road.





Viewing east along 7400 South (East Weber Drive)  
(subject property at right)



Viewing southeast across subject commercial land on north/east side of road.



Viewing north across subject commercial property on north/east side of road.

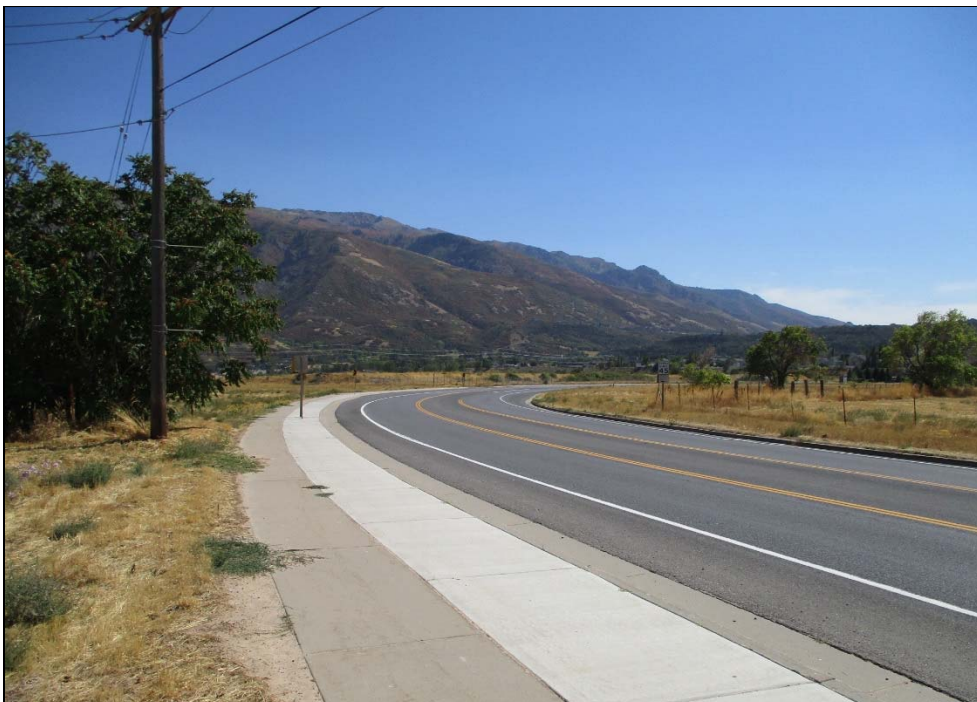


Viewing north across subject commercial property on south/west side of road.





Viewing northwest along South Weber Drive  
(subject commercial property at left)



Viewing southeast along South Weber Drive  
(subject commercial properties at right and left)

**EXECUTIVE SUMMARY**

<b>PROPERTY IDENTIFICATION:</b>	<b>South Weber City Land</b> 7500± South Weber Drive, and 700± East 6650 South South Weber City, Davis County, Utah 84405
<b>TYPE OF PROPERTY:</b>	Vacant residential and commercial land.
<b>OWNER OF RECORD:</b>	South Weber City Corporation
<b>ASSESSOR'S PARCEL NUMBERS:</b>	13-018-0018, 13-033-0077, -0078 and -0096
<b>PURPOSE OF APPRAISAL:</b>	Provide opinions of the "as is" market value of the properties.
<b>PROPERTY RIGHTS APPRAISED:</b>	Fee Simple
<b>VALUATION DATE:</b>	September 20, 2016
<b>DATE OF REPORT:</b>	October 7, 2016
<b>REGIONAL DESCRIPTION:</b>	Located in the heart of the intermountain west in an area of Utah known as the Wasatch Front, which includes Weber, Davis, Salt Lake and Utah Counties. The economy is stable with steady job and population growth over the past few years in the region.
<b>NEIGHBORHOOD DESCRIPTION:</b>	South Weber City is primarily a bedroom community located at the north end of Davis County. There are limited commercial and multi-family residential developments, with most of the land used for single-family residential development. The subject commercial land is toward the east side of the city while the residential land is toward the west side of the city. The subject properties are under the jurisdiction of South Weber City for zoning and related government powers.
<b>SITE:</b>	
• Size	Residential Land – 2.50 acres Commercial Land North/East of South Weber Drive – 2.597 acre South/West of South Weber Drive – 3.486 acres
• Zoning	A (Agricultural), C (Commercial), and C-H (Highway Commercial)
• Flood	Not located in flood hazard areas (Zone X), per FEMA Map Numbers 49011C0088E and 49011C0093E, both dated June 18, 2007.
• Liquefaction Potential:	Low

**PROPERTY IMPROVEMENTS:**

The residential land is improved for use as a public park with a horse riding arena and this site is improved with fencing, a small block building with restrooms, fire pit, lawn, and picnic area. There are no improvements on the commercial properties. No value contribution is given to the vertical improvements due to their ages/condition and according to the highest and best uses concluded.

**HIGHEST AND BEST USE:**

*Residential Land* – Single-family residential development with seven lots.

*Commercial Land* – Low density commercial development as warranted by demand.

**VALUATION SUMMARY:**

- 1. Residential Land – 2.50 Ac.: \$200,000 [\$80,000/Acre]
- 2. Comm. Land N/E Side – 2.597 Ac.: \$570,000 [\$5.00/SF]
- 3. Comm. Land S/W Side – 3.486 Ac.: \$760,000 [\$5.00/SF]

MARKETING PERIOD (Prospective) 12 months

EXPOSURE TIME (Retrospective) 12 months

**ASSUMPTIONS AND LIMITING CONDITIONS**

1. The legal description in this appraisal report was received from the client or abstracted from public records and is assumed to be correct, but the appraisers take no responsibility as to its correctness.
2. No title opinion is rendered herewith and the property is appraised as though free and clear of all liens and encumbrances, and on the basis of a marketable title, with all rights of ownership in fee simple, unless otherwise noted.
3. The improvements, if any, are assumed to be within the legally described property and built in accordance with the requirements of zoning and building ordinances in effect at the time of construction, but no representation is made in regard thereto, unless noted.
4. The appraisers shall not be required to give testimony or appear in court as an expert witness in connection with this appraisal, unless prior arrangements are made.
5. The value estimates are based on the market and monetary conditions prevailing as of the valuation date and cannot be applied to other dates in the past or future.
6. All market data and other information contained in this appraisal report has been gathered and reasonably investigated by the appraisers to the extent that it is believed to be correct, but is not guaranteed. No market data or information has been withheld which would tend to distort final estimate of value.
7. Unless otherwise stated in the report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraisers become aware of such during the appraisers' inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test such substances or conditions. The presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions may affect the value of the property. The value estimates are predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

**RESTRICTIONS UPON DISCLOSURE AND USE**

Disclosure of the contents of this appraisal report is governed by the by-laws and regulations of the Appraisal Institute.

Neither all nor any part of the contents of this report (especially any conclusions as to values, the identity of the appraisers or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

**COMPETENCY STATEMENT**

We are competent to complete this report in accordance with the Competency Provision of the Uniform Standards of Professional Appraisal Practice (USPAP).

**CERTIFICATION**

RE: Appraisal Report – South Weber City Land – Four parcels of vacant land. The properties are located at 7500± South Weber Drive and 700± East 6650 South, South Weber City, Utah 84405. They are all owned by South Weber City Corporation.

We certify that, to the best of our knowledge and belief,...

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- we have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.
- as of the date of this report, I, Paul W. Throndsen, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.
- Paul W. Throndsen is a Utah State-Certified General Appraiser, Certificate 5451070-CG00, Expires 6-30-17.
- J.C. Dietz is a Utah State-Certified General Appraiser, Certificate 5791555-CG00 Expires 7-31-18.
- we have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the persons signing this certification other than indicated.
- our state appraisal certification/registration has not been revoked, suspended, canceled, or restricted.
- we have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

October 7, 2016



Paul W. Throndsen, MAI

Utah State-Certified General Appraiser  
Certificate 5451070-CG00 Expires 6-30-17

October 7, 2016



J.C. Dietz, Appraiser

Utah State-Certified General Appraiser  
Certificate 5791555-CG00 Expires 7-31-18



# **APPRAISAL REPORT**

**PROPERTY IDENTIFICATION**

<b>Known As:</b>	<b>South Weber City Land</b>
<b>Kind:</b>	Vacant residential and commercial land.
<b>Location:</b>	7500± South Weber Drive, and 700± East 6650 South South Weber City, Davis County, Utah 84405
<b>Owner:</b>	South Weber City Corporation
<b>Assessor's Parcel Numbers:</b>	13-018-0018, 13-033-0077, -0078 and -0096
<b>Property Improvements:</b>	The residential land is improved for use as a public park with a horse riding arena and this site is improved with fencing, a small block building with restrooms, fire pit, lawn, and picnic area. There are no improvements on the commercial properties. No value contribution is given to the vertical improvements due to their ages/condition and according to the highest and best uses concluded.

**LEGAL DESCRIPTION**

The legal descriptions for the subject properties corresponds to the multiple Davis County Assessor's Parcel Numbers identified for the subject, as indicated by the owner. These parcel numbers are: 13-018-0018 (residential land), 13-033-0077, -0078 and -0096 (commercial land).

It should be noted that Parcel 13-033-0078 includes some area which has been improved with a cul-de-sac or turn-around for East Weber Drive (7400 South Street) near the point where it dead-ends. This turn-around or cul-de-sac is required to meet fire safety codes and it encompasses a half-circle area 100 feet wide by 50 feet deep or approximately 3,927 square feet. This area is deducted from the total land commercial land area north and/or east of the South Weber Drive roadway.

There are also overhead powerlines along East Weber Drive where the subject has frontage. The utility easements are typical and are not considered to be adverse. It is assumed there are no adverse easements, encroachments or conditions.

**PURPOSE AND INTENDED USE OF APPRAISAL**

The purpose of this report is to provide opinions of the "as is" market value of the subject properties. South Weber City is the client, and the intended user of the appraisal. The intended use of the report is for asset management and possible sale considerations.

### **DEFINITION OF MARKET VALUE**

“The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.”<sup>1</sup>

### **PROPERTY RIGHTS**

The subject is vacant residential and commercial land. Property rights appraised for the property include those for fee simple estate. This term is defined in the following paragraph.

*Fee Simple* – Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>2</sup>

### **VALUATION DATE**

The “as is” valuation date is the date of our most recent physical inspection of the properties, which was September 20, 2016. Subject photographs used in this report were taken on the valuation date. The date of the report is the same date as shown on the letter of transmittal.

### **SCOPE OF ASSIGNMENT**

This is an Appraisal Report in conformity with the current version of the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation, and in conformity with the appraisal requirements of the client. In preparing this appraisal, we:

- (1) Inspected the subject properties and immediate neighborhood.
- (2) Reviewed current zoning and development plans in the area.
- (3) Analyzed market trends for consideration of competitive positioning of the subject properties.
- (4) Gathered information on comparable land sales.
- (5) Used the sales comparison approach for the valuation of the properties as vacant land.

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<sup>1</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Sixth Edition, 2015, Page 141.

<sup>2</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Sixth Edition, 2015, Page 90.

The depth of discussion contained in this report is specific to the needs of the client and for the intended use. Supporting documentation is retained in our files. We are not responsible for unauthorized use of this report.

**OWNERSHIP AND PROPERTY HISTORY**

The subject properties are is in the name of South Weber City Corporation, per the records of Davis County, and they have been under the same ownership for the past several years.

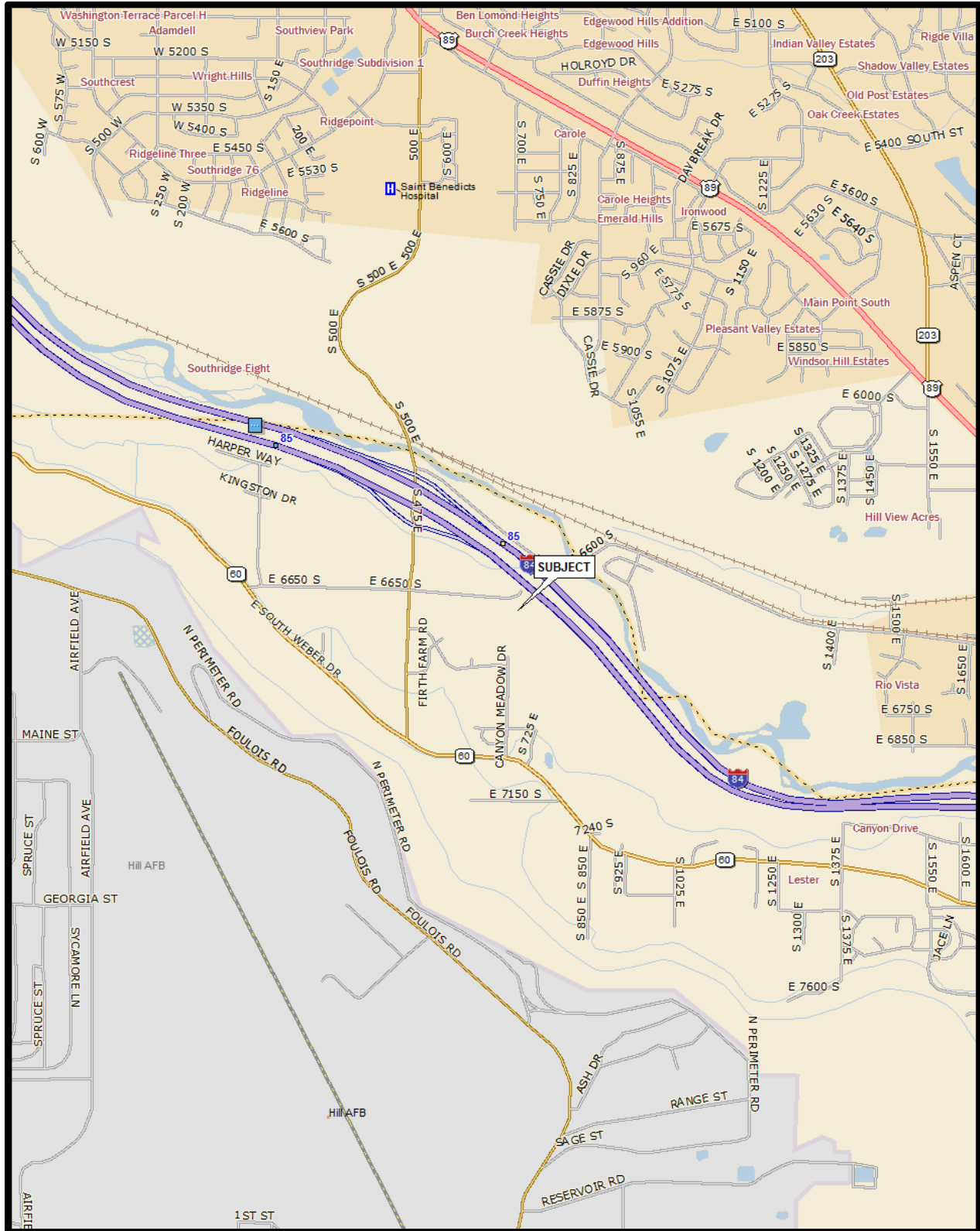
The properties have not been involved in any known sale or listing transactions over the past three-year period.

**TAX INFORMATION**

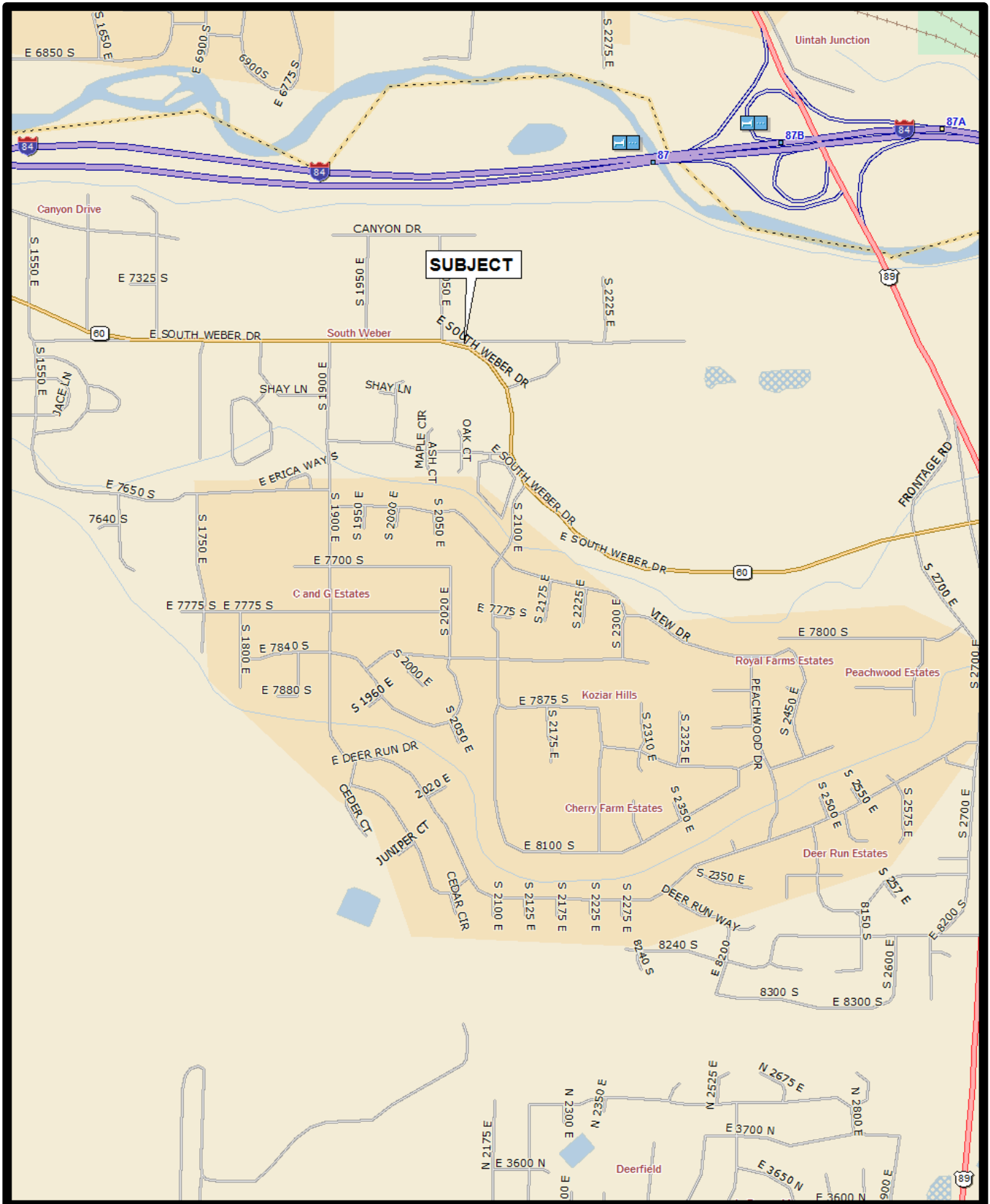
The subject parcels are under the tax jurisdiction of Davis County. However, as the city is a tax-exempt entity, there are no property taxes or assessments on the subject parcels.



**NEIGHBORHOOD MAP (Residential Land)**



**NEIGHBORHOOD MAP (Commercial Land)**



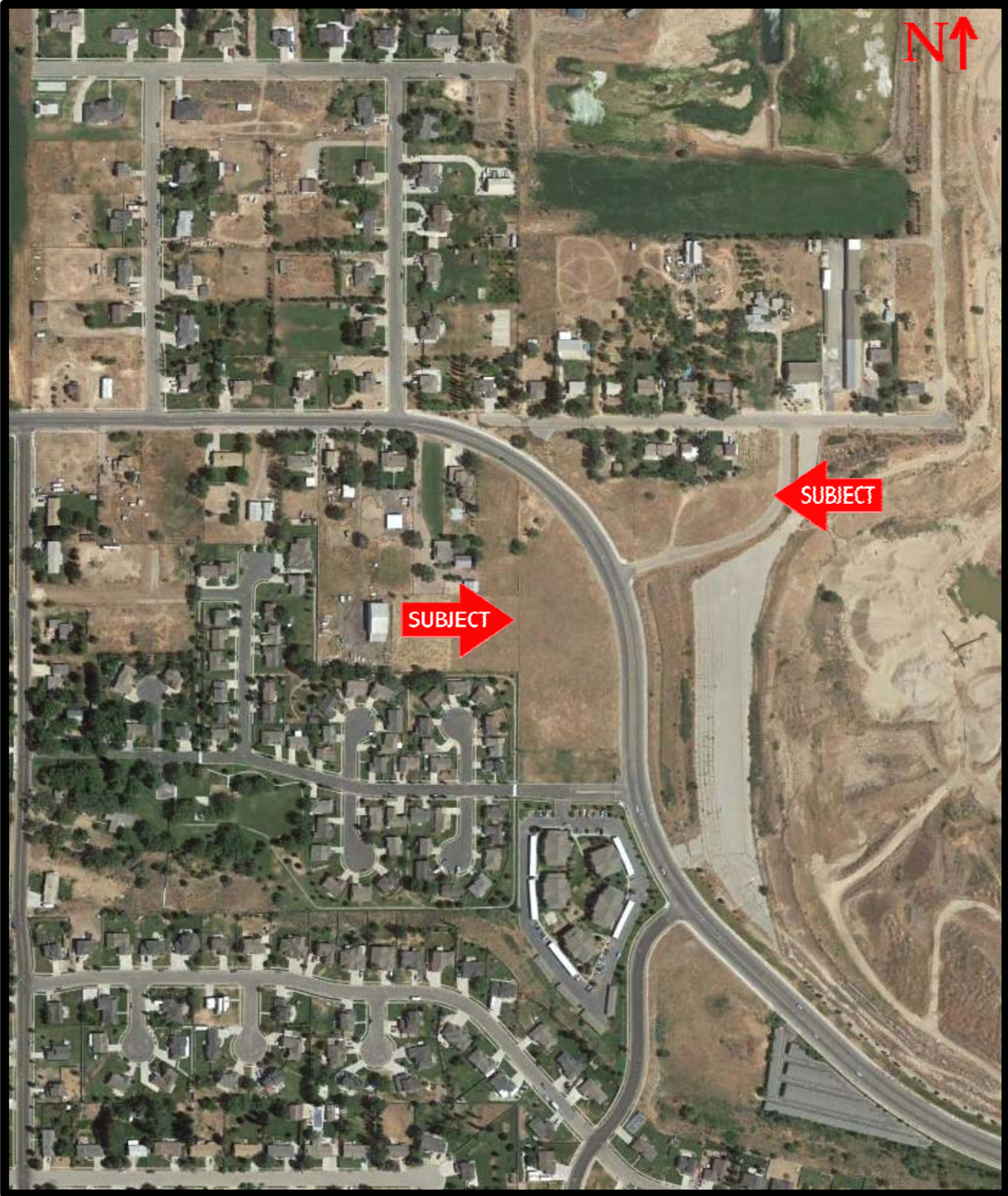


**AERIAL PHOTOGRAPH (Residential Land)**





**AERIAL PHOTOGRAPH (Commercial Land)**



**LOCATION AND NEIGHBORHOOD**

Please see the Location Map, Neighborhood Maps, and Aerial Photographs on the preceding pages.

**Jurisdiction**

The subject properties are located within the incorporated boundaries of South Weber City, Utah County, Utah, and are under the city’s jurisdiction for zoning and related governmental powers.

**Proximity**

Located in the northern part of Davis County, the subject parcels are located toward the east and west ends of the city. Surrounding communities include Layton and/or Hill Air Force Base to the south, Uintah to the north, with Roy and Sunset to the west. The Uintah-Wasatch-Cache National Forest and Weber Canyon area is located to the east.

**Neighborhood Land Use**

Based on surrounding land uses, traffic patterns and development trends, boundaries of the general neighborhood are defined as follows:

North Boundary:	Interstate 84
South Boundary:	South Weber City Limits
East Boundary:	Highway 89
West Boundary:	South Weber City Limits

The subject includes four separate parcels, three of which are contiguous and the other is located across town to the west. All of the parcels are located in South Weber City, which is a relatively small bedroom community at the northern end of Davis County. The city was incorporated in 1938, but the population did not exceed 1,000 until the early 1970’s. Currently, the population is estimated to be around 7,000± residents.

Land uses immediately adjacent to the subject residential property includes: Vacant land is adjacent to the west and south, but it is currently being developed with a new single-family residential subdivision. The current construction is an extension of the project further to the south, and it is still in the early stages of development and lots will likely not be ready for vertical construction until early next year. Vacant land is adjacent to the east with Interstate 84 to the north and further to the east. There is a Rocky Mountain Power substation across the street to the northwest with more vacant agricultural land to the northwest. Canyon Meadows Park is located further to the south of the subject and the majority of the land is developed for single-family residential use. The remaining land in the immediate area is used for agricultural crop production or grazing. There is an interchange with Interstate 84 a few blocks to the west of the subject, but this land remains undeveloped.

The subject commercial land is located along both sides of South Weber Drive towards the eastern side of the city. The majority of the land is located on the south and west side of the roadway, but there is also a portion on the north and east sides at the northeast corner of the intersection of South Weber Drive and 2100 East Street. Land uses adjacent to the commercial land include: There is a small parcel of vacant land adjacent to the south followed by some apartment buildings. Single-family residences and more vacant land is adjacent to the west. The Staker Parson Gravel Pit is to the east. Older single-family residences are adjacent to the north. There is more existing commercial development further east in the city as it has better accessibility and linkages being closer to Highway 89 with its much higher traffic counts and its proximity to the interchange with Interstate 84.

### **Development Trends**

The path of growth in Davis County has been primarily in the western parts of the county where there is more vacant land. The subject is specifically located in the northeastern part of the county, which is heavily influenced by its proximity to Hill Air Force Base to the southwest of the city, along with Weber State University and McKay-Dee Hospital which are both in Ogden to the north. These are all major employers in Davis and Weber Counties providing above-average incomes to the majority of their employees. The city has seen steady growth over the past few years since the end of “the great recession”.

South Weber City has a newly developed Maverick convenience store at the interchange of South Weber Drive and Highway 89. Another multi-tenant retail building is currently under construction across the street to the north of the Maverick Store. There are several parcels of commercial land available around the interchange.

There are two large gravel pits along each side of Highway 89 north of South Weber Drive and south of the Weber River. These pits have had a significant amount of materials removed over the years, and they have been excavated several tens of feet (from 80 to 180) below the grade of Highway 89 and the Weber River. Staker Parsons Pit is expected to continue mining operations until around 2025 or beyond, depending on the rate of removal of materials, and the reclamation is a concern for the operators as well as the city and its residents. The two parties have agreed to cooperate on another study regarding the best and most feasible solution for reclamation of the site. An earlier study completed in January 2015 indicated the cost associated with transforming the pits into a reservoir would have estimated costs between \$17 and \$47 million, and would require federal, state and local funding. In addition, there is a question regarding the functionality of the proposed lake or reservoir in drier years when some or all of the water could be drained and used downstream. The new more recently commissioned study will focus on less costly alternative uses, but it could be as long as a decade before any changes in use will occur.

Whatever is decided, will likely affect the subject commercial land, due to its relative close proximity to the Staker Parson Pit.

The city indicated there are a couple of large residential subdivisions currently in various stages of planning, build-out and development with the potential of adding hundreds of new homes within the city. The associated population boost from this development will eventually increase the demand for commercial and retail development to support the population.

Commercial development in the city is somewhat limited with a few industrial developments, self-storage projects, convenience store, small amount of retail space, and some auto repair spaces. A small portion of the land area on the west end of the city is identified as being within the Hill Air Force Base Crash Zone areas, but the subject properties are not located within these zones.

### **Accessibility**

The subject residential land parcel is located along the south side of 6650 South Street near the point where it dead-ends at the Interstate 84 right-of-way. The 6650 South roadway is a two-lane road at the subject which is asphalt paved and there is full access along the street frontage as there is no concrete curb or gutter. This is a secondary roadway will only a few houses and a power substation with low traffic. It connects to South Weber Drive about three-quarters of a mile to the west, but intersects with 475 East a few blocks to the west. 475 East Street is more of an arterial roadway connecting to South Weber Drive and extending to Interstate 84 where there in an on/off ramp.

The 475 East roadway continues further north into Weber County as Adams Avenue Parkway where it is a short toll road connecting Adams Avenue and Washington Terrace with Interstate 84. It is about 1.6 miles long and connects Highway 89 with Interstate 84 and was constructed in 2001 at the request of the public. A relatively short 0.50 mile section is one of the few toll roads in the state and it has much lower traffic counts, despite the relatively small \$1.00 toll fee. This roadway was constructed due to the long period of requests by local residents to construct a road from South Ogden to Interstate 84 which would allow them to bypass the existing roadways and traffic lights. The construction costs of \$8.9 million dollars were partially (\$2 million) covered by the state with the balance paid by a private company (Adams Avenue Turnpike, LLC). The private ownership company collects the tolls to help off-set the construction costs, and they have an agreement to collect tolls for an initial term of 50 years or until 2051. This information is presented as it will be analyzed, discussed, and considered in our highest and best conclusion for the property.

The subject commercial property is located at the northeast corner of South Weber Drive and 2100 East Street in the eastern part of the city. There are no curb cuts or access points from

South Weber Drive directly to the subject property, but there is access from 2100 East Street as well as East Weber Drive or 7400 South. South Weber Drive has a 40 mile per hour speed limit and the access is controlled by UDOT. The south side of the property has frontage along 2100 East Street, which turns to the north and connects to 7400 South or East Weber Drive. This roadway also dead-ends at the northwest corner of the subject property. A turn around or cul-de-sac has been improved on part of the subject property to allow for larger vehicles to maneuver and turn around, which is required to meet fire code safety requirements. There is no curb, gutter or sidewalk along 2100 East or East Weber Drive (7400 South) to restrict access to the subject property from these roadways.

South Weber Drive is the main arterial roadway through the city. It intersects with Highway 89 further to the east where there is an interchange and eventually turns north to become 1050 West in Riverdale, which eventually ends at Riverdale Road

Interstate 84 east-bound merges with Interstate 15 in Riverdale and eventually turns west again in Tremonton in Box Elder County. The Interstate 84 east-bound freeway proceeds up Weber Canyon from South Weber through the communities of Mountain Green, Morgan, and Henefer and eventually joins with Interstate 80 at Echo. The highest traffic counts in the city are found along Highway 89 and Interstate 84, noting the counts along Highway 89 are almost three times those of Interstate 84.

### **Public Utilities**

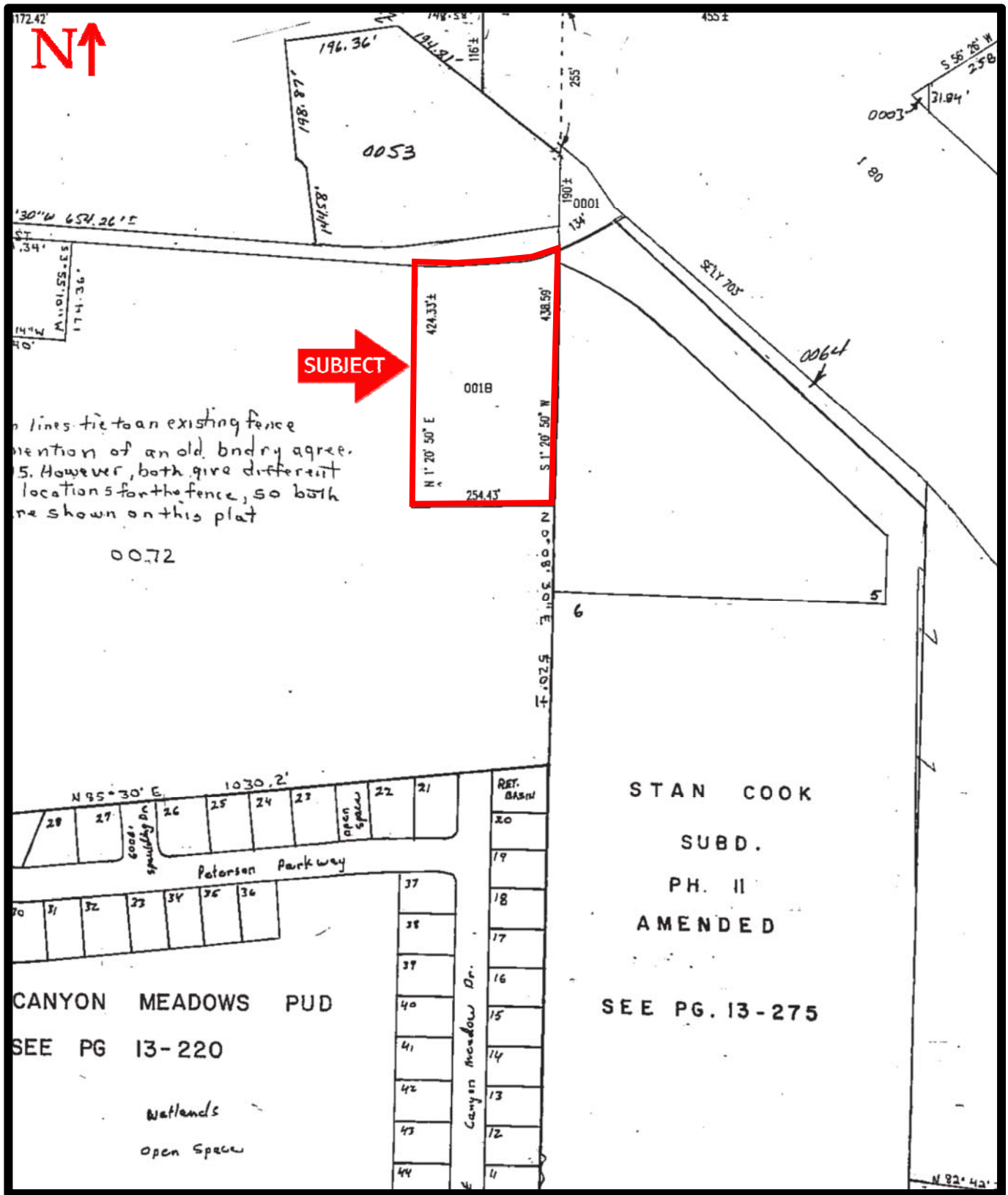
All public utilities are available in the neighborhoods surrounding the subject and along public roadways. These utilities include: municipal water and sewer, and public electrical power, natural gas and telephone service.

### **Conclusions**

The subject properties are located toward the east and west sides of South Weber City, which is a smaller bedroom community in the northern part of Davis County. The city has seen good residential growth over the past few years and more growth is expected over the next several years with a couple of large residential subdivisions. There are two large gravel pit operations on the east side of the city which create some noise and dust, and the nearby Hill Airforce Base has regular air traffic noise. No other adverse conditions are noted within the neighborhood.



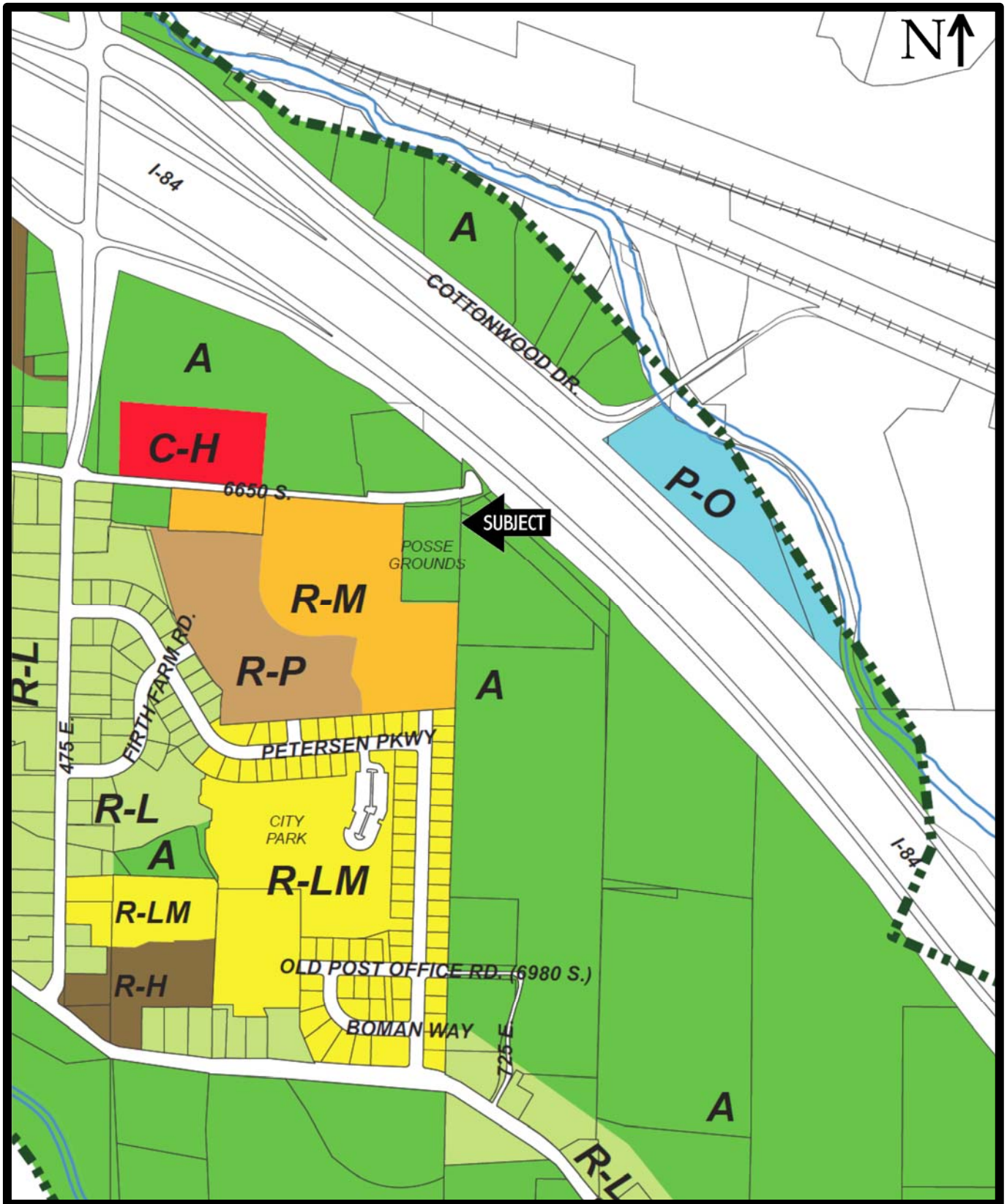
COUNTY PLAT MAP (Residential Land)



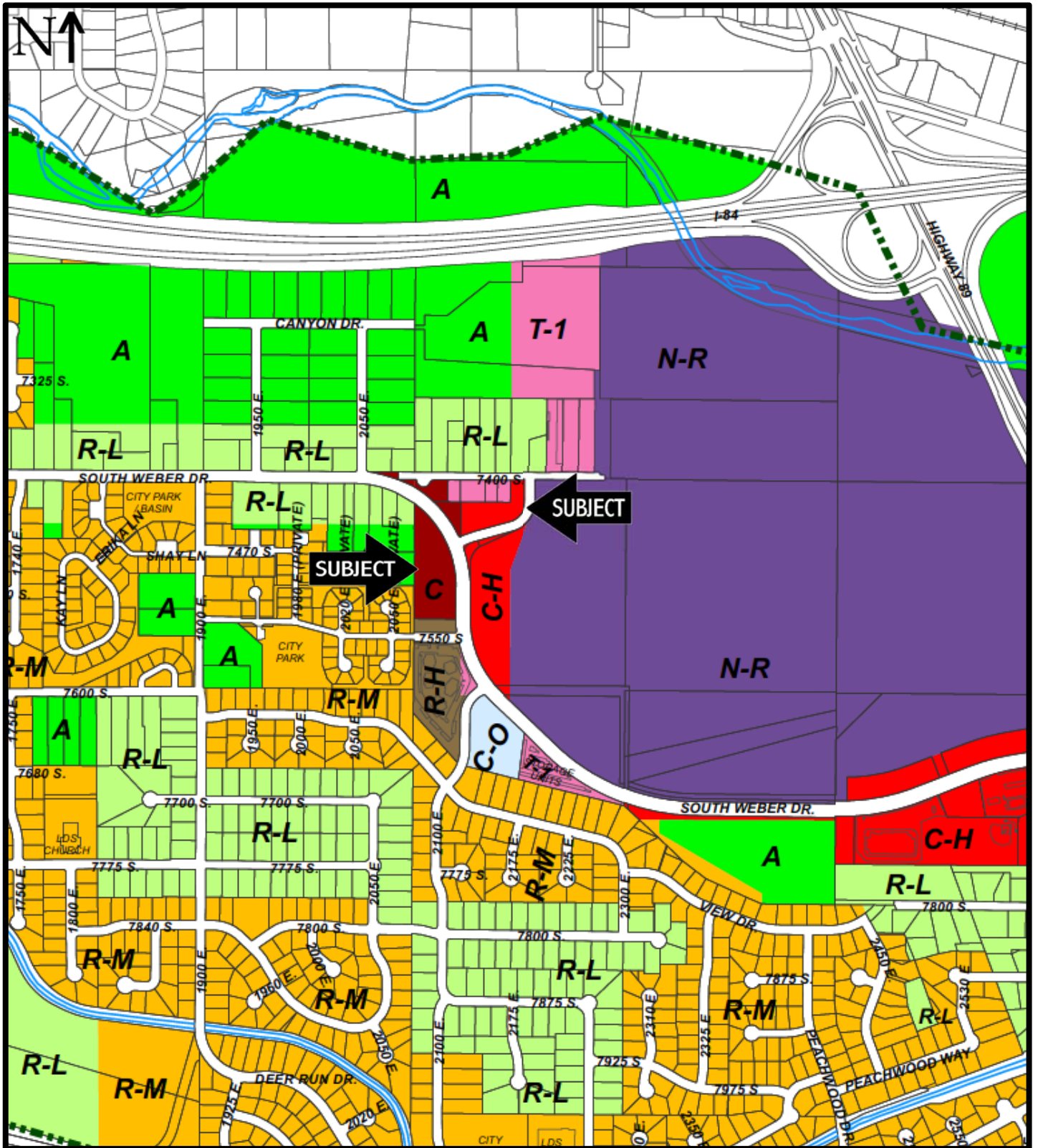




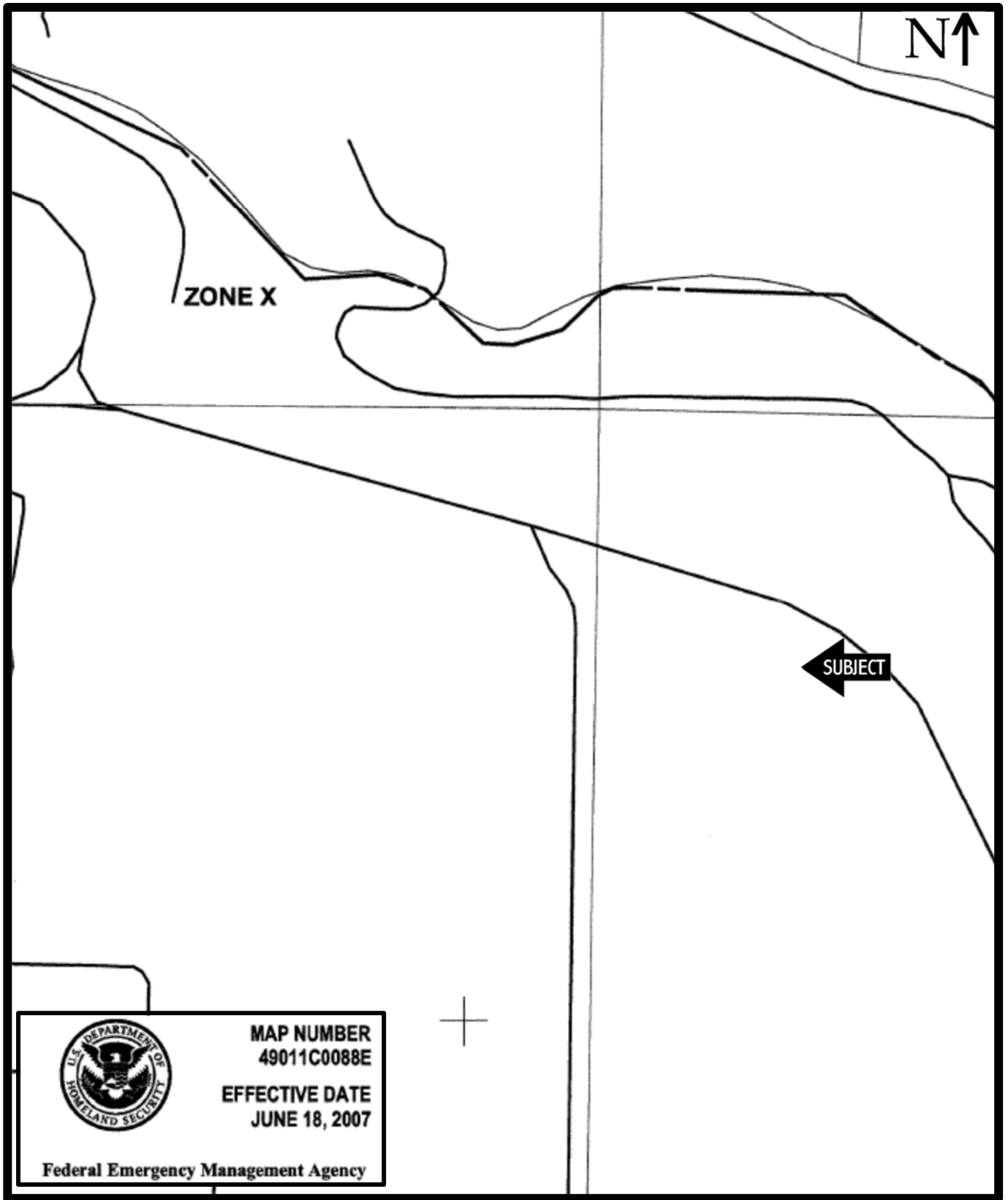
**ZONING MAP (Residential Land)**



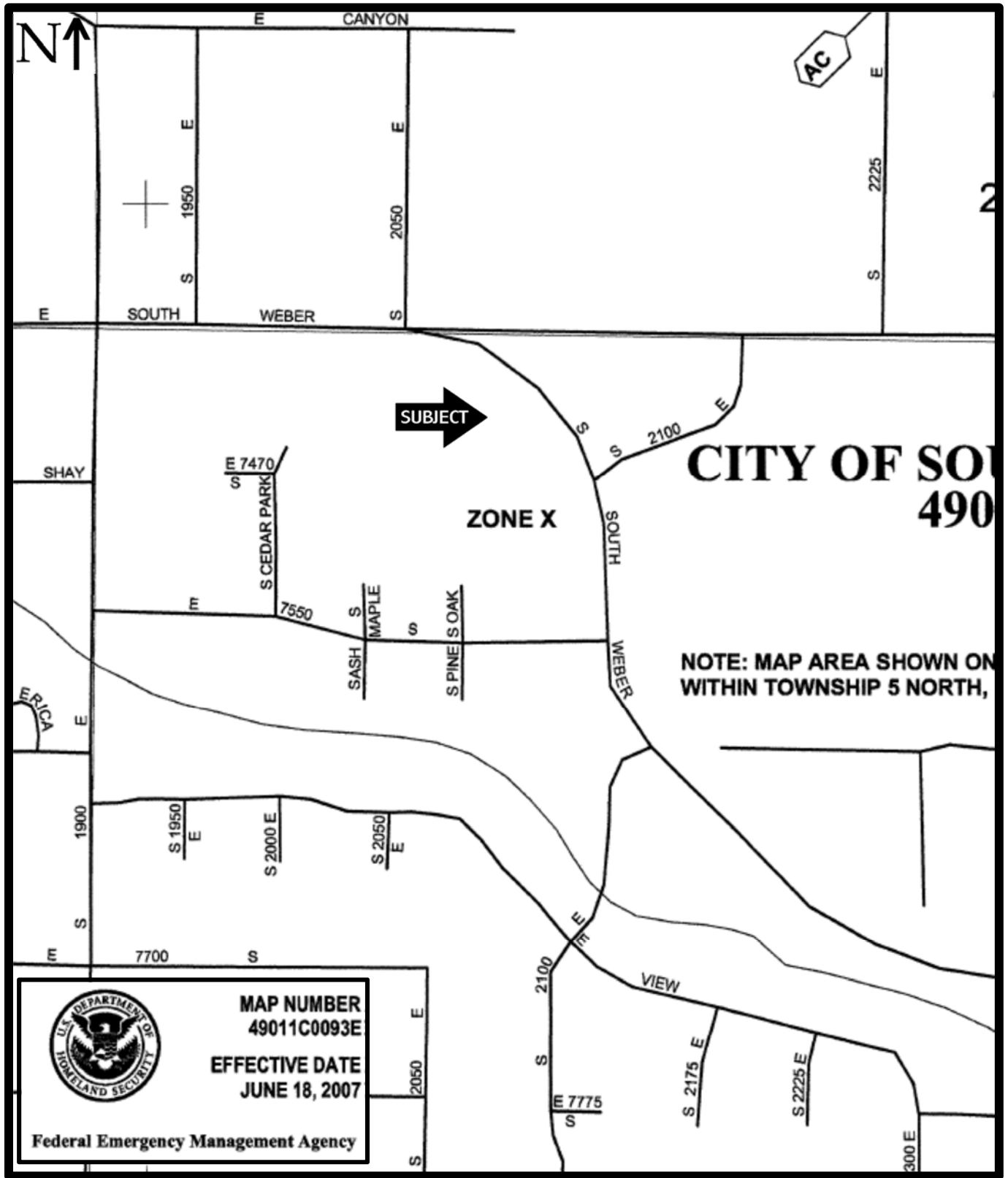
**ZONING MAP (Commercial Land)**



**FLOOD MAP (Residential Land)**

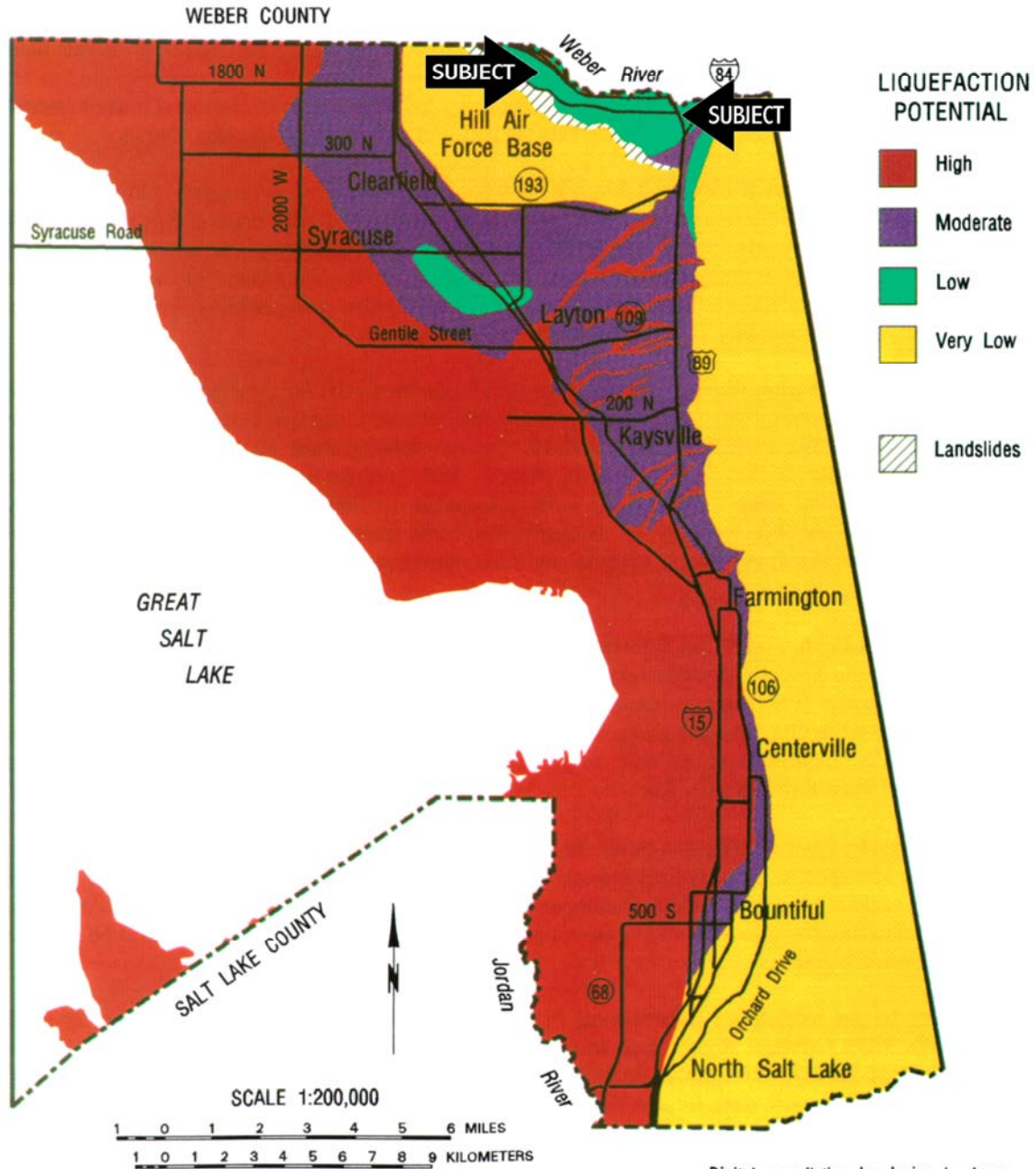


**FLOOD MAP (Commercial Land)**





**LIQUEFACTION MAP**  
**LIQUEFACTION-POTENTIAL MAP FOR**  
**A PART OF DAVIS COUNTY, UTAH**  
**UTAH GEOLOGICAL SURVEY**  
*Public Information Series 24*  
August 1994



Digital compilation by Janine L. Jarva,  
Utah Geological Survey, facilitated by  
Automated Geographic Reference Center

**SITE DESCRIPTION**

Please see the County Plat Maps, Zoning Maps, Flood Maps and Liquefaction Map on the preceding pages.

- Street Orientation: *Residential Land* – Along the south side of 6650 South Street.  
*Commercial Land* – At the northeast corner of South Weber Drive and 2100 East, and also has portions with frontage along the south side of 7400 South (East Weber Drive).
- Shape: Varied shapes among the parcels.
- Land Area: *Residential Land* – 2.50 acres  
*Commercial Land*  
North/East of South Weber Drive – 2.597 acre  
South/West of South Weber Drive – 3.486 acres
- Frontage: 255.49± feet along 6650 South Street  
450± feet on the north/east side of South Weber Drive.  
208± feet plus 115± feet along 7400 South (East Weber Drive)  
815± feet along south/west side of South Weber Drive  
645± feet along 2100 East Street
- Topography: All of the properties are mostly level.
- Soil: No soils tests were made available to the appraisers; however, soils are considered stable as evidenced by surrounding improvements in the neighborhoods.
- Drainage: Natural drainage is to the north toward the Weber River.
- Flood Plain: Not located in flood hazard areas (Zone X), per FEMA Map Numbers 49011C0088E and 49011C0093E, both dated June 18, 2007.
- Liquefaction Potential: Located in an area of low liquefaction potential. This means there is between a 5% and 10% probability that the critical ground acceleration needed to induce liquefaction will be exceeded in 100-years.
- Hazardous Waste: The subject properties are not located in identified hazardous waste sites, per EPA records. The appraisal assumes no contamination of a hazardous or toxic nature affecting the subject properties.
- Street Improvements: 6650 South, 2100 East, and 7400 South (East Weber Drive) Streets are all narrow two-lane asphalt paved roadways at the subject with no curb, gutter or sidewalks. South Weber Drive is a wider two-lane roadway at the subject with a center turning lane. The property on the west/south side of the road has concrete curb and gutters along the frontage while the property on the north/east side has concrete curb, gutters and sidewalk.



## South Weber City Land

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**Traffic Counts:** According to the Utah Department of Transportation the annual average daily traffic count (AADT) along South Weber Drive at the subject in 2014 was 3,265 vehicles per day. This is the most recent traffic count available.

**Utilities:** Municipal water, sewer, natural gas, power, and telephone are available to the subject properties and are located along existing roadways.

**Easements:** No title report was provided to the appraisers in conjunction with this assignment. At the time of inspection, we noted overhead power lines along 7400 South Street. It should also be noted that there is a cul-de-sac or turn around across a portion of the commercial property located north/east of South Weber Drive and the approximate land area affected by this roadway feature is deducted from the land area and is not included in our valuation of the property. It is assumed there are no other adverse easements, encroachments or conditions.

**Zoning:** *Residential Land - A* (Agricultural Zone) under the jurisdiction of South Weber City. This zone allows for single-family residential development with a density of 0.90 lots per acre within a subdivision or planned unit development and a minimum lot size of 12,000 square feet.

The general plan or projected land use map for the city identifies the subject as being located within an area planned for R-M (Residential Moderate Density Zone) which allows for an increased density of 2.80 units per acre within a development or subdivision and a minimum lot size of 9,000 square feet. This zoning is consistent with the surrounding areas on the south side of 6650 South Street. The area on the north side of 6650 South and east of 475 East is planned for commercial development in the same general plan.

*Commercial Land – C* (Commercial Zone) and C-H (Highway Commercial Zone) under the jurisdiction of South Weber City. These commercial zones allow for a variety of retail, office, and other uses considered to be compatible by the planning commission. There are no minimum lot sizes, lot widths, or frontage requirements and the maximum building height is 35 feet. The general plan indicates this property is also planned for commercial use, consistent with the current zoning.

Please see the applicable section of the zoning ordinance in the addenda.

### **DESCRIPTION OF IMPROVEMENTS**

There are some minimal improvements on the residential property and no vertical improvements on the commercial property. The improvements on the residential property are described briefly, but are not considered to add value to the property.

The subject residential property is known as the “Posse Grounds” and it is improved as a public park with a horse riding arena. To support the arena, there is various types of fencing, a small concrete block restroom building, picnic area, fire pit, and a gravel parking area. The small building is 12’ x 36’ with the 12’ x 12’ space on the west side open on three sides with half-walls and support columns at the corners. There are no windows, but from this covered area has a separate man-door entrance. There are two restrooms with three fixtures each, and the exterior doors have been removed.

The building has painted concrete block construction with a pitched roof covered by asphalt shingles and was built in 1983 by the Weber Basin Job Corps Center. There is an automatic sprinkling system for the lawn and picnic area with manual sprinklers to water the arena to keep the dust down.

The arena has a square shape instead of a round or oval shape and is located on the south portion of the property. The building obviously has water and sewer utilities to support the restroom facilities, but there does not appear to be any electric or natural gas utility service to the building or site. There are existing powerlines along the west boundary leading to the Rocky Mountain Power Substation across the street to the northwest.

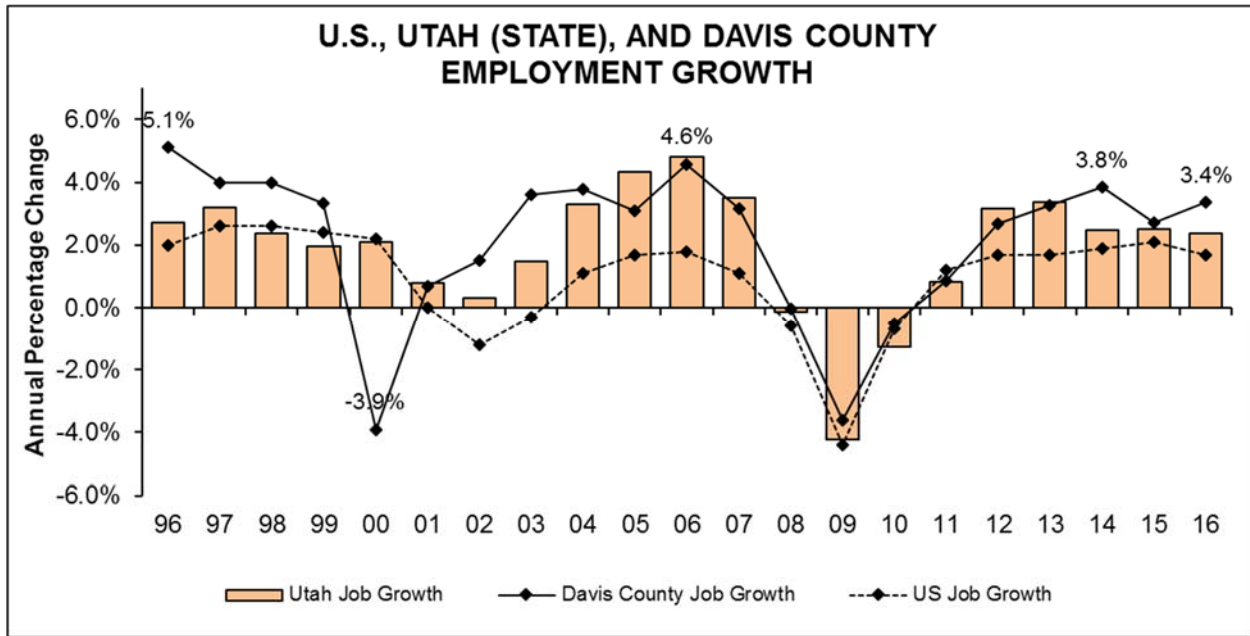
No value contribution is given to the vertical improvements due to the age/condition and potential utility supporting the highest and best use.

**MARKET OVERVIEW**

For analysis of the market positioning of the subject property, general market trends for the various segments of the commercial (retail, office, and industrial) and residential (single-family) markets are considered.

**Market Cycle**

Job growth history and trends are shown in the following chart.



SOURCE: Governor’s Office of Budget & Policy, State Short-Run Forecast Table and DWS Labor Force Data (Seasonally Adjusted – Annual Average).

The state is faring better than national trends with Utah’s unemployment rate for August 2016 at 3.7%, well below the national average of 4.9%. Utah regularly averages lower unemployment rates than the nation.

Non-farm job growth in the state is reported by the Utah Division of Workforce Services at 3.3% for August 2016, which is greater than the 3.0% estimated by the Governor’s Office. This is also much higher than the national average job growth rate reported at 1.7%. Positive job growth is expected to continue, with Davis County showing slightly higher growth rates over the past few years, compared to the state.

**Supply and Demand Factors**

Demand for new growth in both the residential and commercial real estate market segments are generally driven by population growth, income levels and somewhat by the job growth figures indicated on the previous page.

Population and income statistics for areas within one, three, and five miles from the two subject properties as well as for South Weber City and Davis County provided by “esri” are summarized in the following table.

**South Weber City Land**

<b>POPULATION GROWTH FORECAST</b>					
<b>Radius</b>	<b>2010 Census</b>	<b>2016 Estimate</b>	<b>% Change (10-16)</b>	<b>2021 Projection</b>	<b>% Change (16-21)</b>
1 Mile - Res. Land	3,714	3,992	7%	4,142	4%
3 Miles - Res. Land	41,397	43,386	5%	45,343	5%
5 Miles - Res. Land	167,237	175,482	5%	183,886	5%
1 Mile - Comm. Land	5,433	6,043	11%	6,648	10%
3 Miles - Comm. Land	31,375	33,837	8%	35,978	6%
5 Miles - Comm. Land	103,046	109,353	6%	115,739	6%
South Weber City	6,051	6,937	15%	7,739	12%
Davis County	306,479	338,863	11%	370,177	9%
<b>HOUSEHOLD GROWTH FORECAST</b>					
1 Mile - Res. Land	1,436	1,520	6%	1,569	3%
3 Miles - Res. Land	14,531	15,053	4%	15,623	4%
5 Miles - Res. Land	56,747	59,367	5%	62,100	5%
1 Mile - Comm. Land	1,519	1,695	12%	1,868	10%
3 Miles - Comm. Land	10,251	10,986	7%	11,633	6%
5 Miles - Comm. Land	35,643	37,718	6%	39,858	6%
South Weber City	1,707	1,973	16%	2,213	12%
Davis County	93,545	103,438	11%	112,994	9%

As can be seen for the chart above, population growth within a one-mile radius of the two subject properties is different and is higher around the commercial property. The highest growth rate over the past six years is within the city itself, which is greater than the overall county growth rates. It is interesting to note the population is lower within one mile of the residential land, but moving further away it is higher than the commercial land with its location further east. Strong growth rates in the county illustrate the highly desirable location of the county between Salt Lake and Ogden. The following table indicates the breakdown of household income over the same geographical areas.

<b>2016 HOUSEHOLD INCOME</b>								
<b>Household Income</b>	<b>Residential Land</b>			<b>Commercial Land</b>			<b>So. Weber City</b>	<b>Davis County</b>
	<b>1 Mile</b>	<b>3 Miles</b>	<b>5 Miles</b>	<b>1 Mile</b>	<b>3 Miles</b>	<b>5 Miles</b>		
Less than \$15,000	2.4%	6.8%	9.1%	2.2%	4.0%	7.5%	1.8%	5.4%
\$15,000 - \$24,999	6.2%	6.2%	8.0%	2.9%	4.5%	7.0%	2.7%	4.9%
\$25,000 - \$34,999	10.8%	8.2%	10.0%	6.1%	6.9%	9.0%	4.3%	6.9%
\$35,000 - \$49,999	15.3%	13.7%	14.5%	9.3%	10.4%	14.1%	9.2%	11.7%
\$50,000 - \$74,999	23.7%	21.2%	23.0%	18.9%	18.9%	21.3%	19.8%	21.4%
\$75,000 - \$99,999	17.1%	16.2%	14.8%	21.7%	17.6%	15.2%	19.2%	17.7%
\$100,000 - \$149,999	14.1%	15.8%	13.6%	23.3%	21.5%	15.3%	25.4%	19.8%
\$150,000 - \$199,999	4.9%	6.0%	4.0%	7.7%	8.2%	5.5%	8.2%	6.9%
Over \$200,000	5.4%	5.9%	3.1%	7.8%	8.0%	5.2%	9.5%	5.3%
<b>Median Household Income</b>	<b>\$63,537</b>	<b>\$65,576</b>	<b>\$56,783</b>	<b>\$ 84,886</b>	<b>\$ 80,887</b>	<b>\$62,081</b>	<b>\$ 88,888</b>	<b>\$ 74,583</b>
<b>Average Household Income</b>	<b>\$84,370</b>	<b>\$85,920</b>	<b>\$71,958</b>	<b>\$103,723</b>	<b>\$100,661</b>	<b>\$81,848</b>	<b>\$ 109,990</b>	<b>\$ 90,043</b>
<b>Per Capita Income</b>	<b>\$32,108</b>	<b>\$30,298</b>	<b>\$24,798</b>	<b>\$ 29,854</b>	<b>\$ 33,040</b>	<b>\$28,570</b>	<b>\$ 30,924</b>	<b>\$ 27,766</b>
Average Household Size	2.58	2.84	2.91	3.52	3.05	2.86	3.43	3.25

The above table indicates that household income levels in South Weber City are the highest of all the geographical areas surveyed, which is also reflected in the areas within one mile of the

subject properties. Noting that the income levels on the east side of the city near the commercial land are higher than those closest to the subject residential land. Household sizes are also the highest in the city and in the area closest to the commercial land.

**Retail Market**

Commerce Real Estate Solutions (CRES) retail market data for Davis County is summarized in the following table:

<b>DAVIS COUNTY RETAIL MARKET STUDY</b>										
		<b>2015</b>		<b>2015</b>		<b>2015 Avg. Rents</b>		<b>Vacancy History</b>		
		<b>Total SF</b>	<b>Avail. SF</b>	<b>Low</b>	<b>High</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>T Y P E</b>	Regional Mall	750,000	69,907	N/A	N/A	8.9%	15.9%	10.2%	9.7%	9.3%
	Regional Center	1,596,367	84,100	\$ 18.00	\$ 27.50	5.4%	2.1%	7.0%	3.7%	5.3%
	Community Center	3,660,809	407,826	11.36	18.84	10.7%	10.3%	12.1%	12.5%	11.1%
	Neighborhood Center	1,079,264	71,645	9.75	14.75	9.9%	9.4%	9.8%	11.5%	6.6%
	Anchorless Strip	886,477	132,546	11.35	16.63	25.2%	22.5%	19.4%	17.6%	15.0%
<b>Total by Type</b>		<b>7,972,917</b>	<b>766,024</b>	<b>\$ 11.52</b>	<b>\$ 17.97</b>	<b>11.4%</b>	<b>10.9%</b>	<b>11.5%</b>	<b>11.0%</b>	<b>9.6%</b>

SOURCE: CRES Year-End Market Review s.

The preceding tables show that the information gathered by CRES for year-end 2015 shows overall vacancy in the Davis County retail market has continued to decrease since 2013, but has remained somewhat stable over the past several years. CRES reports continued improvement in the Davis County retail market with lower vacancy rates and increased overall average lease rates for 2015. Several new projects are under construction and projected to come on-line in 2016 with new construction projects as well as re-development or renovation of existing buildings.

CRES has more recent report for mid-year 2016, but this report is very limited in regards to the data reported. The Snapshot report indicates currently vacancy in the retail market at 8.9%, which is down from the 11.5% reported for mid-year 2015. The average asking rent is reported at \$17.67 per square foot, which is up slightly from the \$17.24 per square foot reported from the previous year. Activity in the retail market has been strong for the first half of the year with several new projects completed and there was a positive absorption of 371,000 square feet.

As noted previously, unemployment within the state remains low compared to the national average and job growth continues to be positive above the national averages. Continued stable demand for retail space is expected in the near term with the present indicators of population, income and job growth.

**Office Market**

Commerce Real Estate Solutions (CRES) office market data for Davis County is summarized in the following table:

DAVIS COUNTY OFFICE MARKET STUDY									
	2015 Total SF	2015 Avail. SF*	Avg. FS Rents		Vacancy				
			Low Rate Rent/SF	High Rate Rent/SF	2011	2012	2013	2014	2015
Class A	1,312,888	250,411	\$ 19.13	\$ 22.43	14.2%	24.0%	27.2%	21.7%	19.1%
Class B	1,032,834	155,319	14.49	18.64	20.1%	18.6%	13.6%	14.3%	15.0%
Class C	453,628	51,019	13.08	16.75	19.6%	14.6%	15.1%	15.6%	11.2%
<b>Overall</b>	<b>2,799,350</b>	<b>456,749</b>	<b>\$ 15.30</b>	<b>\$ 19.36</b>	<b>18.4%</b>	<b>19.6%</b>	<b>19.4%</b>	<b>17.9%</b>	<b>16.3%</b>

Source: Commerce Real Estate Solutions Quarterly, Mid-Year, and Year-end Market Reports.

\*Sublease space not included in vacancy history.

The preceding table shows relatively stable vacancy levels over the past five years for the Davis County office market. The year-end 2015 report states that the office market has seen a lot of growth over the past few years with several projects. Noting the decline in vacancy and an increase in rental rates for all building classes.

In the more recent mid-year 2016 Snapshot report, CRES notes the office market in Davis County has continued to show strong and stable trends with lower vacancies, positive absorption, and increasing rents. Vacancy has been steadily declining since 2014 to a reported rate of 12.8%, and the report forecasts a stable to increasing market over the next year.

### Industrial Market

Industrial properties are generally divided into three categories: general purpose, special purpose, and single-purpose properties. The subject is located in the Davis County sector as classified by major brokers in the area. Commerce Real Estate Solutions (CRES), produced a year-end 2015 market report of Davis County industrial space. CRES has tracked the Davis County industrial market for many years. These results are published in various year-end surveys. Volumes and vacancy as reported in these surveys are summarized in the following table.

DAVIS COUNTY INDUSTRIAL MARKET SUMMARY									
Size Segment	2015 Total SF	2015 Avail. SF	Vacancy History						
			2010	2011	2012	2013	2014	2015	
0 - 5,000 SF	465,279	24,586	4.0%	7.7%	9.4%	3.3%	4.1%	5.3%	
5,001 - 20,000 SF	4,491,529	152,598	9.8%	7.7%	4.9%	5.0%	3.4%	3.4%	
20,001 - 50,000 SF	5,087,543	235,030	10.2%	6.1%	7.0%	5.5%	6.0%	4.6%	
50,001+ SF	16,527,917	496,834	6.3%	5.0%	3.6%	3.1%	2.5%	3.0%	
<b>Total:</b>	<b>26,572,268</b>	<b>909,048</b>	<b>7.6%</b>	<b>5.7%</b>	<b>4.6%</b>	<b>3.9%</b>	<b>3.3%</b>	<b>3.4%</b>	

SOURCE: Commerce Real Estate Solutions (CRES) Year-End Surveys

The Davis County industrial market has shown stable and steady growth over the past several years with low vacancies and slowly increasing rents. CRES reports very little new product has been added to the market, and any space that has become available is generally absorbed quickly. They note that the relatively tight supply in Davis County may push potential users into



the Weber or Salt Lake County markets, where there are more options. The 2016 mid-year Snapshot report forecasts stable vacancy and increasing absorption and rents.

**Residential Market**

The following table indicates a summary of the historical residential construction in Davis County since 2000, and clearly shows the dramatic decline starting in 2007. The ten-year average is also shown.

<b>RESIDENTIAL CONSTRUCTION SUMMARY</b>					
<b>Davis County</b>					
<b>Year</b>	<b>Single-Family Homes</b>	<b>Mobile/Manuf./ Cabin Units</b>	<b>Duplex/Twin Home Units</b>	<b>Multi-Family &amp; Condo Units</b>	<b>Total Dwelling Units</b>
2000	1,686	6	58	82	1,832
2001	2,129	2	12	428	2,571
2002	2,349	3	42	170	2,564
2003	2,608	3	42	214	2,867
2004	2,602	9	22	546	3,179
2005	2,782	4	60	314	3,160
2006	2,471	2	40	252	2,765
2007	1,449	6	48	416	1,919
2008	727	21	6	273	1,027
2009	756	1	4	300	1,061
2010	806	2	4	181	993
2011	664	9	10	671	1,354
2012	1,072	5	4	952	2,033
2013	1,333	8	16	416	1,773
2014	1,145	15	12	471	1,643
2015	1,277	17	8	391	1,693
2016*	662	5	34	143	844
<b>10-Yr. Avg:</b>	<b>1,170</b>	<b>9</b>	<b>15</b>	<b>432</b>	<b>1,626</b>

Source: University of Utah, Ivory-Boyer Construction Report and Database.

\*January through June 2016

The following table shows the relationship of South Weber City compared to Davis County since 2001 with a ten-year average in regards to the number of building permits and the value of construction.

HISTORICAL BUILDING PERMIT COMPARISON						
Year	South Weber City				Davis County	
	SFR Building Permits	Percent of County	Value	Percent of County	SFR Building Permits	Value
2001	67	3.27%	\$ 7,302,846	2.75%	2,052	\$ 265,682,343
2002	69	2.89%	7,737,012	2.33%	2,387	331,758,037
2003	42	1.49%	4,489,920	1.06%	2,814	423,124,769
2004	40	1.49%	5,318,808	1.06%	2,676	499,605,294
2005	61	2.26%	8,143,065	1.54%	2,702	527,963,390
2006	38	1.82%	8,587,967	1.93%	2,090	445,807,863
2007	10	0.76%	3,960,362	1.32%	1,315	299,754,978
2008	8	0.94%	2,812,280	1.63%	852	172,143,865
2009	22	2.59%	5,562,700	3.24%	848	171,615,997
2010	29	3.17%	7,516,248	3.80%	914	197,586,678
2011	48	6.02%	14,157,986	7.25%	797	195,386,879
2012	42	3.30%	13,024,180	4.20%	1,271	310,064,480
2013	49	4.09%	16,776,950	5.54%	1,197	303,033,475
2014	13	1.21%	4,359,214	1.64%	1,076	265,925,109
2015	17	1.51%	4,931,735	1.79%	1,127	275,193,922
2016 (mid.)	19	2.87%	5,224,800	3.08%	662	169,440,800
<b>Totals:</b>	<b>574</b>	<b>2.32%</b>	<b>\$ 119,906,073</b>	<b>2.47%</b>	<b>24,780</b>	<b>\$ 4,854,087,879</b>
<b>10-Yr. Avg.:</b>	<b>31</b>	<b>2.38%</b>	<b>\$ 8,166,608</b>	<b>2.84%</b>	<b>1,290</b>	<b>\$ 287,679,694</b>

Source: Construction Monitor with 2016 data from Ivory-Boyer Construction Database

The above chart indicates the significant decline beginning in 2007, which corresponds with the “great recession”. The data shows some fairly low numbers over the past few year, but this is largely due to the somewhat limited supply of available lots. With a couple of new large subdivision in development, the number of new permits is expected to be higher in the coming years. The ten-year average indicates South Weber City has approximately 2.38% of the new permits equating to 2.84% of the value of construction as compared to the county, indicating most homes under construction are above average in regards to the value of the permit.

**Existing Supply**

The subject properties are located in the northern part of Davis County in South Weber City where there are still several parcels of vacant land within the city which are available for future residential and commercial development.

The city reports a couple of new 100+ lot subdivisions are approved and being developed in the city, which should provide ample supply for at least a few years. The city has an attractive location between Hill Airforce Base to the southwest, and Weber State University and McKay-Dee Hospital to the north, with higher than average county income levels.

There is a somewhat limited supply of existing commercial and retail development within the city limits, as most of the shopping areas supporting the residents are to the north in South Ogden,

northwest in Riverdale, or southwest in Layton. Interstate 84 and Highway 89 provide relatively quick access to these established retail shopping areas. There are several parcels of commercial land available for development further east of the subject, closer to the interchange with these two major arterial roadways, and there is a new Maverick convenience store along with a new multi-tenant retail building under construction in this area.

### **Demand Forecast**

Continued residential and population growth is forecast and the city should be able to continue to attract residents based on the location and small-town community or almost rural feeling in an area between larger cities on the east side of the valley.

It may be several years before the city's population will support more retail development, and it is likely to occur in the area around the interchange first.

### **Strengths and Weaknesses (Subject Positioning)**

South Weber City is a smaller, mostly bedroom community in the northern part of Davis County which has seen steady growth in population over the past several years. The subject properties are located in areas towards the east and west sides of the city.

The competitive advantages and disadvantages relative to market forces in relation to the subject properties are summarized as follows:

#### Advantages

- Location in a growing area of the county, near strong employers offering above-average salaries.
- Level topography with all necessary utilities nearby.

#### Disadvantages

- Commercial land is located further from the interchange of major arterial roadways in the city with several competing properties better located.
- Irregular shape for the commercial land located north/east of South Weber Drive with potential access controlled by UDOT.
- Existing gravel pits located near the commercial land with increased dust and noise.
- Numerous parcels of vacant land in the city and immediate neighborhoods.

### **Conclusions**

In summary, the subject properties are well located in the northern part of Davis County in the growing community of South Weber City. The residents of the city generally have higher income levels than the surrounding communities. New residential developments should continue to provide a supply of lots to allow for continued population growth in the largely bedroom community. There is a relatively small amount of commercial and retail development in the city, but there are several established shopping areas located within a few miles from the city in

surrounding communities. There are two major arterials providing established linkages to and from the city, which are Interstate 84 and Highway 89. South Weber Drive is the main arterial through the city. Continued growth is expected for the area with stable market fundamentals and positive job growth forecasted over the next few years.

### **HIGHEST AND BEST USE**

Definition: "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.<sup>3</sup>

The subject includes two different types of properties which are considered separately in this analysis. First, the residential land is analyzed, followed by the commercial land. In the case of the commercial land, there are two separate properties, located on each side of the road. These are also considered separately, as they could be developed as stand-alone properties and do not necessarily rely on each other for access or utilities. Therefore, a separate highest and best use conclusion is made for each of the three properties comprised of the four parcels.

### **Residential Land**

The subject residential land is located towards the west side of the city and includes 2.50 acres on the south side of 6650 South Street.

### **Legally Permissible**

The subject is specifically zoned A (Agricultural) which allows low-density residential development with a minimum lot size of 12,000 square feet and a maximum density of 0.90 lots per acre. The minimum lots size is much lower than the density indicates, but the ordinance explains that the average density for a subdivision or development within the zone is 0.90 units per acre. The general plan indicates the subject property is in an area planned for R-M (Residential Moderate Density Zone) which allows for an increased density up to 2.80 units per acre in a development. This zoning is consistent with the property adjacent to the west, which is currently being developed with a single-family residential subdivision. It should be noted that the area across the street to the northwest is planned for commercial development in the city's general plan.

### **Physically Possible**

The subject property 2.50 acres with a rectangular shape and frontage along 6650 South Street. There are utilities available to the site along the existing roadway and the site is mostly level and readily developable. The existing improvements as an equestrian park are minor and are not

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<sup>3</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Sixth Edition, 2015, Page 109.

considered to contribute to the land value. As mentioned previously, the area across the street is planned by the city for future commercial use, but based on the established linkages and traffic counts, the site is still several years away from having any demand, based on recent population growth within the city. Also, despite there being a nearby on/off ramp to Interstate 84, the toll road effectively reduces the traffic counts at this interchange and has kept it from becoming a more established linkage between Washington Terrace and South Ogden to the north and South Weber City to the south.

### **Financially Feasible**

New residential development has continued in the city and expanded neighborhood area. South Weber City continues to be viewed as an attractive area for new residential development with its location between Hill Air Force Base, McKay-Dee Hospital and Weber State University. Higher household income levels and above average permit values for homes also make the city and area attractive for potential buyers. There are several parcels of vacant land available in the area with several years supply based on current growth rates.

### **Maximally Productive**

With forecasted population growth and continued job growth, new residential development is also forecast for the city and surrounding area. Single-family residential development with a maximum density of 2.80 units per acre, which is consistent with the city's general plan, is the most productive use of the land. This equates to a total of 7± lots for the subject property (2.80 units/acre x 2.50 acres).

Highest and best use for the subject residential land is for single-family residential development with 7± lots. The most likely buyer would be a developer or builder.

### **Commercial Land**

The subject commercial land is located towards the east side of the city and includes two separate properties. The first is a property comprised of 2.597 acres located at the northeast corner of South Weber Drive and 2100 East Street. The second commercial property is comprised of 3.486 acres on the opposite side of South Weber Drive.

### **Legally Permissible**

The subject properties are zoned C (Commercial) or C-H (Highway Commercial). These zoning classifications allow for a variety of commercial uses, but focus on providing retail and business services supporting the neighborhood. The general plan is consistent with the current zoning and no changes to the zoning are anticipated.

**Physically Possible**

The commercial properties include 2.597 acres on the north/east side of the street and 3.486 acres on the south/west side of the street. The two properties each have direct frontage and exposure to South Weber Drive, but no approved access from this roadway. Property on the north/east side of the road has access points available from 2100 East and 7400 South Streets, which are controlled by the city. All utilities are available along the existing roadways and the properties are level and readily developable. Lastly, the shapes of the two properties are both irregular with the property on the north/east side of the road with a very irregular shape and areas where development would be challenging due to the shape.

**Financially Feasible**

Commercial developments have varying degrees of density based on the type of use, which also translates into the land value. More intensive or higher density developments support higher levels of rent or produce higher levels of income as a return to the land, and equate to the highest land values. Conversely lower intensity or lower density uses translate into lower land values. The density of the supported commercial uses, especially for retail uses, require strong traffic counts, good exposure and good access. To illustrate this relationship, average annual daily traffic (AADT) counts for several of the major roadways in the neighborhood and expanded area are summarized in the following table.

<b>UDOT TRAFFIC COUNT COMPARISON</b>		
<b>Roadway Name/ID</b>	<b>2014 AADT</b>	<b>Type of Existing Development</b>
South Weber Drive	3,265	Mostly residential with some commercial at Highway 89 interchange.
475 East	2,065	Single-family residential leading to Interstate 84 interchange.
I-84 - West of Hwy 89 to 475 East	18,995	Mostly residential with some limited commercial at most interchanges.
I-84 - East of Hwy 89	19,585	Little or no development as it winds through Weber Canyon to Mountain Green and onto Morgan.
I-84 - West of 475 East to Riverdale Road	19,865	Little or no development as it winds along the Weber River through undeveloped agricultural land and residential development which becomes more dense in Riverdale.
Hwy 89 - Between I-84 and South Weber Drive	49,785	Some commercial development at interchanges or intersections with Interstate 84 and South Weber Drive.
Hwy 89 - South of South Weber Drive	45,615	Mostly residential development with limited commercial development at traffic light controlled intersections.
Hwy 89 - North of I-84 interchange	40,720	Mostly residential development through Uintah City leading to more intensive retail and commercial in South Ogden.
Riverdale Road	43,785	Heavy commercial and retail development.
Harrison Boulevard	29,870	Commercial and Retail development with Hospital and University.
Washington Blvd. - CBD	24,880	Heavy retail, office and commercial development in the CBD area of the city with some government and institutional uses.
3000 North in Layton	25,745	Some commercial and retail development at intersections with major arterial roadways and other areas with residential development.



The subject properties are located along South Weber Drive with AADT counts of only 3,265 in 2014. The above table notes that there is some existing commercial development located near the Highway 89 interchange. This area is where the new Maverick convenience store and a new multi-tenant retail building are currently under construction. Based on these reported traffic counts, the subject property is located in an area that would not support very intensive retail uses. Another factor to consider is that there are several available parcels located along South Weber Drive which are closer to the Highway 89 interchange which are currently being marketed for sale or as parcels available for development. Those properties further east have better linkages and access and would be expected to be absorbed more quickly than the subject properties, which are in a more residential area. However, the city has a desire to provide areas where commercial development can occur, but it would likely support lower intensity commercial uses, such as offices, medical/dental, auto repair and service, dry cleaner/laundry or other destination services supporting the very immediate population.

**Maximally Productive**

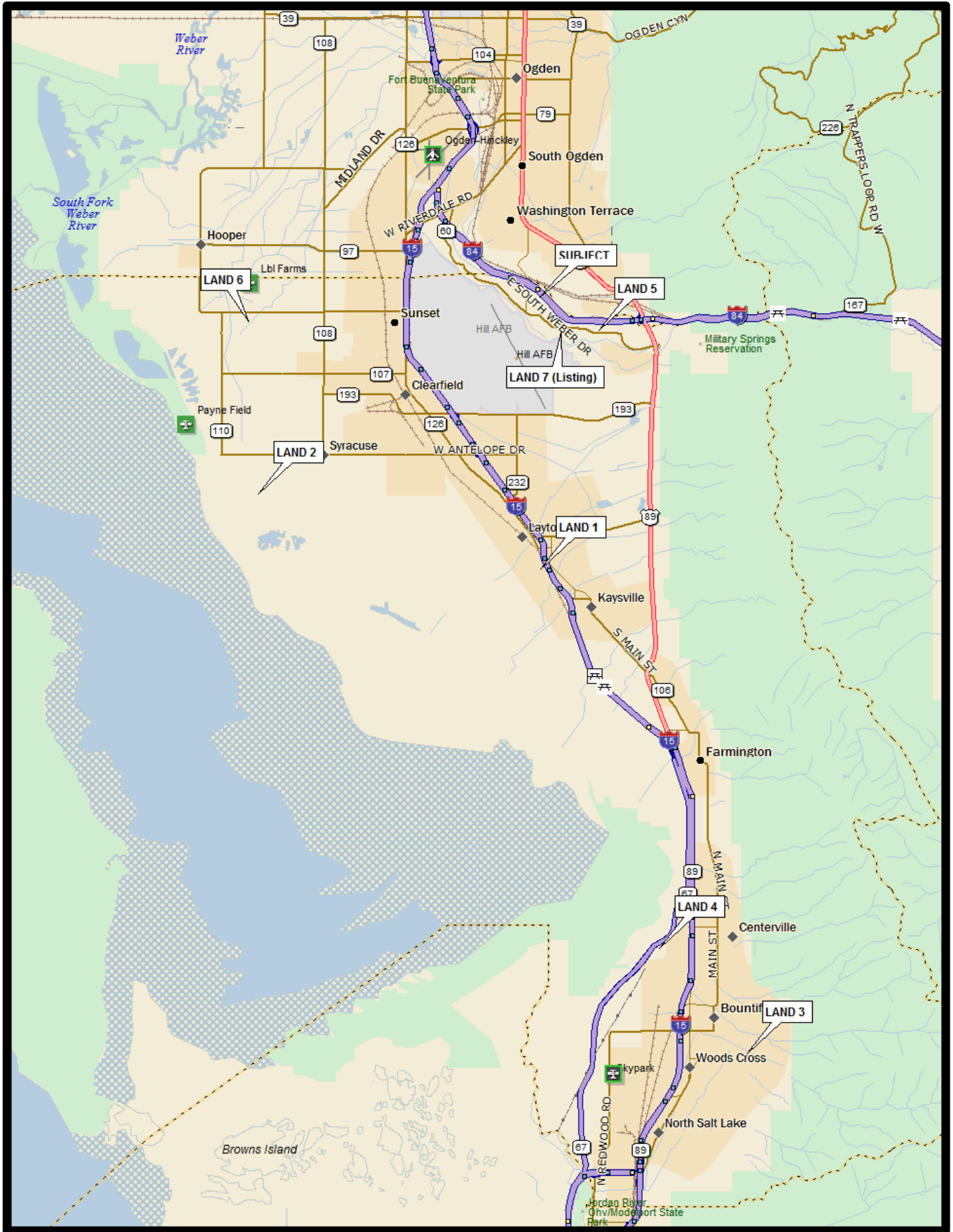
With forecasted population growth in the city and continued job growth in the county, the demand for new commercial development will continue to increase in support of the new residential development. However, based on the established linkages and traffic counts, it is likely to be several years before the subject property could support more intensive retail development. The city reported that they have received offers over the years to develop the subject with lower intensity uses, but they have declined those offers. Eventually, demand will increase with population growth, however, the likelihood of the subject being able to support more intensive uses is low due to the established linkages and the distance between the property and the Highway 89 and Interstate 84 interchanges. Also, there is ample acreage located closer to the interchanges that could support the population increases with superior linkages, access and exposure.

Lower intensity office, small-scale destination retail or a similar use would generally be supported at the subject property over the near-term with the potential for more intensive retail or commercial uses possible several years in the future.

Highest and best use for the subject commercial properties is for low density commercial development as warranted by demand. The most likely buyer would be an investor or developer, but the parcels are small enough to attract some owner/users.

**VALUATION PROBLEMS AND APPROACHES**

The overall valuation problem is to provide opinions of the market value of the subject properties. The sales comparison approach is used for valuation of the subject properties as vacant land.



For valuation, two different data sets or groups of comparables are used to make a value conclusion for two types of land. The first value conclusion is for the residential land which is located on the west side of the city. A second data set of commercial land sales are used to derive value conclusions for the two commercial properties on the east side of the city.

**LAND VALUATION**

The most reliable approach for the valuation of the subject properties is a comparison with similar parcels that have recently sold in the open market. A market data search and investigation was made concerning recent land sales having similar development potential. The most similar known sales in the marketplace are used.

**Residential Land Valuation** - The valuation of the residential land at the subject is completed using comparables that are considered to be the most similar in regards to the current use as well as the potential for some type of future residential development. The most similar comparables are summarized in the following table with detailed data sheets located in the addenda.

<b>RESIDENTIAL LAND SALES SUMMARY</b>						
<b>Sale No.</b>	<b>Sale Date</b>	<b>Location</b>	<b>Zoning Density</b>	<b>Size (acres)</b>	<b>Sales Price</b>	<b>Price/acre</b>
1	10/16	191 East Phillips Street Layton, Utah	R-S 3.46	2.31	\$ 350,000	\$ 151,515
2	9/16	3600 West 2660 South Syracuse, Utah	R-1 2.42	2.07	120,000	57,971
3	6/16	1303 South 700 East Bountiful, Utah	R-4 3.92	5.61	830,000	147,950
4	12/15	920 West Porter Lane West Bountiful, Utah	A-1 0.79	2.54	115,000	45,276
5	11/13	1742 East South Weber Drive South Weber City, Utah	R-M 1.72	6.99	285,000	40,773
6	11/13	3763 West 1800 North West Point, Utah	A-40 (R-1) 2.10	9.99	443,000	44,344
7	Current Listing	1075± East Lester Drive South Weber City, Utah	A (R-M) 2.75	1.82	310,000	170,330
<b>Subject</b>		700± East 6650 South South Weber City, Utah	A (R-M) 2.80	2.50		

The comparables sales range widely from \$40,773 to \$151,515 per acre.

Sale 7 is a current listing for a parcel in South Weber City and it indicates the upper end of the range of value which could be expected for the subject. This listing is included for information purposes and will not be adjusted with the closed sales.

Price variances between comparable sales are primarily attributed to differences in market conditions (date of sale), location, proximity to utilities, shape/topography, and zoning/density.

**Property Rights Conveyed**

All of the sales conveyed fee simple property rights and no adjustments are indicated for property rights.

**Financing Terms**

All of the sales were reported as cash or cash equivalent sales. No adjustments are needed for financing terms.

**Conditions of Sale (Motivation)**

All of the sales were reported to be arm's length transactions and no adjustments are required for conditions of sale.

**Market Conditions**

The sale dates range from November 2013 to October 2016. Sales 1 through 3 are recent enough that no adjustments for market conditions (time) are applied. Sales 5 and 6 are the oldest sales and are adjusted upward 15% for improved market conditions after a general comparison and paired analysis. Sale 4 is adjusted upward 5% for market conditions after analysis with the other sales.

**Location**

The subject property is located in the western part of the city, next to a new development under construction and at the end of a road which dead-ends at the subject. The various sales are scattered throughout Davis County with only Sale 5 located in South Weber City. Sale 1 is located in Layton to the south and is in an established residential area on the west side of the interstate. This comparable is adjusted downward 15% for location after analysis. Sale 2 is located in Syracuse further to the west and is also adjacent to existing residential development, but the area is generally considered to be inferior on the west side of the county. Therefore, this comparable is adjusted upward 5% for location. Sale 3 is located in Bountiful in the southern part of the county and it is adjusted downward 20% for location after paired analysis with Sale 1. Sale 4 is located in West Bountiful, which is also in the southern part of the county, but further to the west. This comparable is adjusted upward for location after comparisons with the other sales. Sale 5 is not adjusted for location as it is also located toward the western side of South Weber City at the end of a dead-end road. Lastly, Sale 6 is located in the west part of the county and is also adjusted upward more significantly for the inferior location.

**Utilities**

The subject property has all of the necessary utilities required for development located along the 6650 South roadway. Sales 1 through 3, and Sale 5 are considered to be similar to the subject and are not adjusted. Sales 4 and 6 require some extension of the utilities from the nearest residential development and are adjusted upward 5% after analysis.

**Shape/Topography**

This subject has level topography with a rectangular shape. Sales 1 and 2 are considered to be more or less similar and require no adjustments. Sale 3 has a somewhat irregular shape with some sloping topography and is adjusted upward 5% after analysis. Sale 4 has a long narrow rectangular shape and mostly level topography and is also adjusted upward 5% for differences. Sale 5 has an irregular "L" Shape and is also adjusted upward for its irregular shape. Lastly, Sale 6 is also adjusted upward for its irregular shape.

**Size**

Adjustment is necessary for those sales that differ significantly in size from the subject at 2.50 acres. Generally, the price per acre of land area decreases as size increases. Most of the sales are considered to be similar enough to the subject that little or no adjustments for size are required. However, Sale 6 is much larger and is adjusted upward for size after paired analysis between the sales.

**Zoning/Density**

The subject is zoned A, but is planned for R-M uses according to the general plan. This zoning will allow up to a maximum of 2.80 units per acre. Sales 2 and 6 have densities somewhat similar to what would be expected for the subject, and are not adjusted for zoning differences. Sales 1 and 3 have zoning which will allow for higher densities and these sales are adjusted downward. Sales 4 and 5 have lower densities and are both adjusted upward. Sale 5 has the same zoning and density as the subject, but based on the actual lots which were developed on the site, the overall density is lower, due to the somewhat irregular shape and a minor upward adjustment is applied for the lower density for this comparable.

**Total Adjustments**

Based on the foregoing analysis, adjustments to the comparable residential land sales are summarized in the following table:

**South Weber City Land**

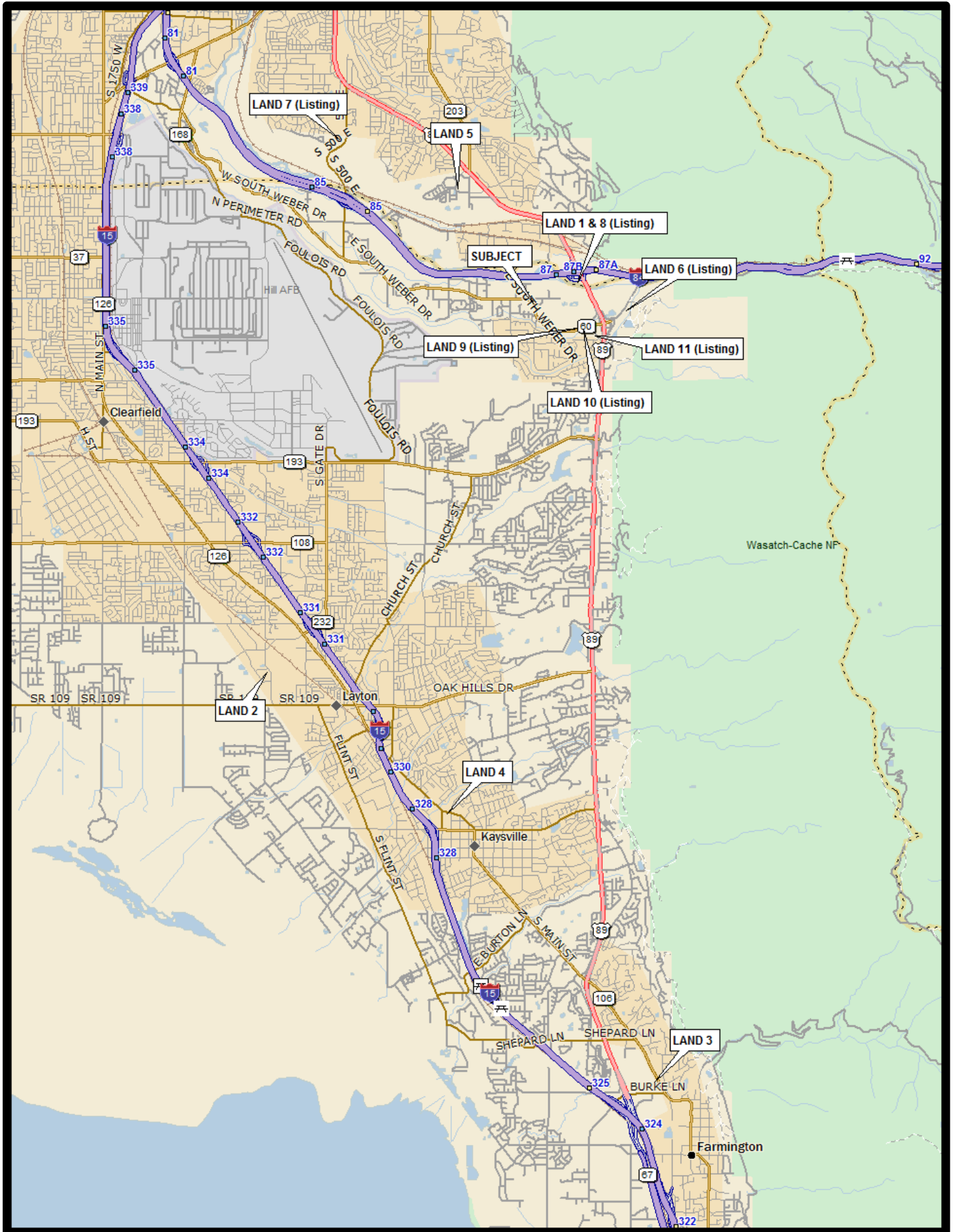
RESIDENTIAL LAND SALE ADJUSTMENTS										
Sale No.	Price/acre	Mkt. Cond.	Adjusted Price/acre	Loc.	Utiliites	Shape /Topo.	Size	Zoning/ Density	Net Adj.	Adjusted Price/acre
1	\$ 151,515	0.00%	\$ 151,515	-15%	0%	0%	0%	-10%	-25%	\$ 113,636
2	57,971	0.00%	57,971	5%	0%	0%	0%	0%	5%	60,870
3	147,950	0.00%	147,950	-20%	0%	5%	0%	-10%	-25%	110,963
4	45,276	5.00%	47,540	25%	5%	5%	0%	10%	45%	68,933
5	40,773	15.00%	46,889	0%	0%	5%	0%	5%	10%	51,578
6	44,344	15.00%	50,996	25%	5%	5%	5%	0%	40%	71,394
<b>Average:</b>										<b>\$ 79,562</b>

The adjusted comparables indicate a value range from \$51,578 to \$113,636 per acre, with an average of \$79,562 per acre. Sale 5 is the only sale located in South Weber City, but it is alone at the bottom of the range. The current listing would suggest a much higher value up to \$170,000 per acre. With the very limited data from one older sale and one current listing from South Weber City, most emphasis is placed on the other sales. Sales 1 and 3 are two sales at the upper end of the range and the remaining sales are fairly tightly grouped at the lower end of the range. With the two groups, a value near the average is considered to be reasonable. In our final analysis, a value of \$80,000 per acre is concluded for the subject residential land, and the total value is calculated as follows:

Residential Land Valuation	
2.50 acres x \$ 80,000 per acre =	\$ 200,000
(Rd.)	<b>\$ 200,000</b>

**Commercial Land Valuation** - The valuation of the subject commercial land properties uses a group of different comparables which have similar development potential. These comparables are summarized in the following table with detailed data sheets located in the addenda. Like with the residential land, there is little information available about recent or even older land sales within South Weber City. Therefore, sales are used from the expanded neighborhood and several listings of available properties nearby or within South Weber City are also included.





COMMERCIAL LAND SALES SUMMARY						
Sale No.	Sale Date	Location	Zoning	Size (acres)	Sales Price	Price/SF
1	4/16	6600 South & Highway 89 Uintah, Utah	C-1	7.66	\$ 639,875	\$ 1.92
2	2/16	415 North Sugar Street Layton, Utah	M-2	3.88	800,000	4.73
3	11/15	494 West Bourne Circle Farmington, Utah	CMU	6.92	1,660,800	5.51
4	6/14	396 North 400 West Kaysville, Utah	GC	1.59	750,000	10.83
5	12/13	6086 South Ridgeline Drive South Ogden, Utah	R-5zc (A&B)	3.93	816,750	4.77
6	Current Listing	7482 South Cornia Drive South Weber City, Utah	C-H	1.31	375,000	6.57
7	Current Listing	5700 South Adams Parkway Washington Terrace, Utah	C-2	1.52	629,024	9.50
8	Current Listing	6600 South & Highway 89 Uintah, Utah	C-1	2.17	1,136,393	12.00
9	Current Listing	2400± East South Weber Drive South Weber City, Utah	C-H	1.88	573,250	7.00
10	Current Listing	2500± East South Weber Drive South Weber City, Utah	C-H	1.13	441,829	9.00
11	Current Listing	7900± South 2700 East South Weber City, Utah	C-H	4.20	1,006,236	5.50
<b>Subject</b>		7500± South Weber Drive South Weber City, Utah	C & C-H	2.597 3.486	<b>North/East side of road South/West side of road</b>	

The comparables sales range from \$1.92 to \$10.83 per square foot. Sales 6 through 11 are current listings which range from \$6.57 and \$12.00 per square foot. Sales 6, 9, 10 and 11 are all located in South Weber City to the east of the subject and they range from \$6.57 and \$9.00 per square foot. Sale 7 is a listing for a lot in a newer commercial subdivision located in Washington Terrace near the hospital and other medical office buildings near the toll booth for the Adams Avenue Parkway. Sale 8 is a listing for a lot in a commercial new subdivision in Uintah near the Interstate 84 interchange with Highway 89. This listing has the highest asking price per square foot of all the listings, and it also is located in an area with the highest traffic counts from the two roadways combined. However, Sale 1, which is the lowest of all the sales, is a land purchase for much of the land used to create the subdivision where this listing is located. The other listings are located near the Highway 89 interchange with South Weber Drive in South Weber City and have superior access and exposure, compared to the subject properties. These listings are included for information purposes and will not be adjusted with the closed sales.

Price variances between comparable sales are primarily attributed to differences in market conditions (date of sale), location, size, shape/topography, and zoning.

**Property Rights Conveyed**

All of the sales conveyed fee simple property rights and no adjustments are indicated for property rights.

**Financing Terms**

All of the sales were reported as cash or cash equivalent sales. No adjustments are needed for financing terms.

**Conditions of Sale (Motivation)**

All of the sales were reported to be arm's length transactions and no adjustments are required for conditions of sale.

**Market Conditions**

The sale dates range from December 2013 to April 2016. Sales 1 through 4 are all recent enough that no adjustments for market conditions (time) are applied. Sale 5 is older and is adjusted upward 5% for market conditions after analysis.

**Location**

The subject properties are located along South Weber Drive in the eastern part of the city, but they lack the good exposure and access of properties further to the east near the Highway 89 interchange. Sale 1 is located near the Highway 89 and Interstate 84 interchange and is adjusted downward for location. Sales 2 and 5 are considered to be more or less similar to the subject as they are located in areas a few blocks from major arterial roadways and heavy commercial development. Therefore, these comparables are not adjusted for location. Sale 3 is located just off of an arterial roadway in the southern part of the county and this comparable is adjusted downward 5% for location after analysis. Sale 4 is located along the main arterial roadway running through Kaysville and is also adjusted downward for superior exposure and access.

**Size**

Adjustment is necessary for those sales that differ significantly in size from the subject commercial properties with 2.597 and 2.687 acres, respectively. Sales 2 and 5 are considered to be somewhat similar to the subject in regards to size after paired analysis, and no size adjustments are applied to these sales. Sales 1 and 3 are larger and are both adjusted upward 5% for size. Sale 4 is smaller and is adjusted downward 5% for size.

**Shape/Topography**

The two subject properties both have irregular shapes and level topography. Most of the comparable sales are similar in that they have irregular shapes, but Sales 2, 4, and 5 have more

irregular shapes and are adjusted upward 5%. No adjustments are required for differences in topography.

**Zoning**

The subject properties have C or C-H zoning, which allows for a variety of commercial uses. Most of the comparables have similar commercial zoning and require no adjustments. Sale 2 has industrial zoning, which allows for an even wider variety of uses, and this sale is not adjusted for zoning differences. An upward adjustment is applied to Sale 5, which was zoned for medical office or senior living center uses, which is much more restrictive than what is allowed in typical commercial zones.

**Total Adjustments**

Based on the foregoing analysis, adjustments to the comparable commercial land sales are summarized in the following table:

COMMERCIAL LAND SALES ADJUSTMENT SUMMARY									
Sale No.	Price/SF	Mkt. Cond.	Adjusted Price/SF	Location	Size	Shape /Topo.	Zoning	Net Adj.	Indicated Price/SF
1	\$ 1.92	0.00%	\$ 1.92	-10%	5%	0%	0%	-5%	\$ 1.82
2	4.73	0.00%	4.73	0%	0%	-5%	0%	-5%	4.49
3	5.51	0.00%	5.51	-5%	5%	0%	0%	0%	5.51
4	10.83	0.00%	10.83	-25%	-5%	-5%	0%	-35%	7.04
5	4.77	5.00%	5.01	0%	0%	-5%	5%	0%	5.01
<b>Average:</b>									\$ 4.78

The adjusted comparables indicate a value range from \$1.82 to \$7.04 per square foot, with an adjusted average of \$4.78 per square foot. Excluding Sales 1 and 4 at the top and bottom of the range, indicates a much tighter range between \$4.49 and \$5.51 per square foot, with an adjusted average of \$5.00 per square foot.

The two subject properties are very similar in regards to their various characteristics. The property on the north/east side of the road has a more irregular shape, but has better accessibility with frontage to three different roadways. Considering the similarities and differences coupled with the adjustments made to the comparable sales, the same value conclusion of \$5.00 per square foot is made for each of the properties. The values for the two properties are calculated in the following tables,

<b>Comm. Land - North/East Side of Road</b>			
2.597	acres x	\$5.00 /SF =	\$565,627
			<b>Rd. = \$570,000</b>

<b>Comm. Land - South/West Side of Road</b>			
3.486	acres x	\$5.00 /SF =	\$759,251
			<b>Rd. = \$760,000</b>

**Overall Property Valuation**

Therefore, it is our opinion that the “as is” fee simple market values of the subject properties, as of September 20, 2016, are:

**South Weber City Properties:**

- 1. Residential Land – 2.50 Acres: ..... \$200,000
- 2. Commercial Land North/East Side of Road – 2.597 Acres:..... \$570,000
- 3. Commercial Land South/West Side of Road – 3.486 Acres: ..... \$760,000

**Marketing Period and Exposure Time** - The estimated marketing period and exposure time for the properties at these values is concluded to be 12 months based on all of the relevant market activity we could discover during the appraisal process.

# **ADDENDA**



**Article E Agricultural Zone (A)      ZONING ORDINANCE**10.5E.1 Purpose10.5E.2 Permitted Uses10.5E.3 Conditional Uses10.5E.4 Building Lot Requirements10.5E.5 Location Of Structures10.5E.6 Maximum Structure Height10.5E.7 Off Street Parking And Loading10.5E.8 Permitted Signs**10.5E.1 Purpose**

The purpose of this zone is to promote and preserve open space and areas where families may engage in food production and keep limited numbers of animals and fowl.

*Adopted by Ord. 2000-9 on 7/11/2000*

**10.5E.2 Permitted Uses**

- A. Accessory uses and buildings.
- B. Agriculture.
- C. Animal keeping on lots at least one-half ( $\frac{1}{2}$ ) acre in area.
- D. Dwellings, one-family.
- E. Farm industry on parcels or lots five (5) acres or larger.
- F. Fruit and vegetable stands for the sale of produce grown on the premises or of agricultural products used on the premises.
- G. Home occupations, except preschools and daycare.
- H. Pets, the keeping of household pets.
- I. Group home.

*Adopted by Ord. 2000-9 on 7/11/2000*

*Amended by Ord. 15-11 on 11/25/2015*

**10.5E.3 Conditional Uses**

- 1. Churches (temporary churches held in open areas, tents or in temporary structures excluded).
- 2. Daycare centers and preschools, whether held within a residence or in a separate facility.
- 3. Development on private right of way.
- 4. Dog kennels.
- 5. Electronic communications facilities.
- 6. Excavations of over two hundred (200) cubic yards, as allowed by SWMC 10.06.020.

- 7. Planned dwelling group with a maximum of two (2) dwellings.
- 8. Planned unit developments (PUDs).
- 9. Public buildings and public utility buildings and uses.
- 10. Public parks and/or playgrounds and recreational grounds or parks not operated as a business in whole or in part and to which no admission charge is made; except golf courses may be permitted.
- 11. RV (travel trailer) recreational vehicle parks.
- 12. Schools, public or privately owned.
- 13. Service accessory uses subject to the regulations set forth in SWMC 10.07, Article B.
- 14. Small wind energy systems.
- 15. Temporary businesses only in public parks, church properties or other public properties as approved by the planning commission and not to exceed ninety (90) days in length.

*Adopted by Ord. 2000-9 on 7/11/2000  
 Amended by Ord. 2001-4 on 2/13/2001  
 Amended by Ord. 01-24 on 11/27/2001  
 Amended by Ord. 02-7 on 5/28/2002  
 Amended by Ord. 13-11 on 5/14/2013  
 Amended by Ord. 15-11 on 11/25/2015*

**10.5E.4 Building Lot Requirements**

- A. Density: There shall be no more than 0.90 building lots per acre contained within the boundaries of each phase of every subdivision or planned unit development; except when previously completed phases of the same development have sufficiently low density so that the average is still 0.90 building lots per acre or less.
- B. Lot Area: There shall be a minimum of twelve thousand (12,000) square feet in each lot.
- C. Lot Width:
  - 1. For lots less than one-half (1/2) acre, the same as SWMC 10.05D.4C.
  - 2. Lots one-half (1/2) acre to ninety nine one-hundredths (0.99) acre in area shall be at least one hundred feet (100') in width.
  - 3. Lots one acre or larger shall be at least one hundred fifty feet (150') in width.

*Adopted by Ord. 2000-9 on 7/11/2000  
 Amended by Ord. 09-08 on 8/11/2009  
 Amended by Ord. 15-05 Amends 10.5E.4A on 7/15/2015*

**10.5E.5 Location Of Structures**

All buildings and structures shall be located as provided in SWMC 10.11 and as follows:

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Structures	Front Setback	Side Setback	Rear Setback
Dwellings	60 foot right of way: 30 feet from all front lines	10 feet minimum on each side, except 20 feet minimum for side fronting on a street	30 feet
	70 foot right of way: 25 feet from all front lot lines	10 feet minimum on each side, except 20 feet minimum for side fronting on a street	30 feet
Other main buildings	60 foot right of way: 30 feet from all front lot lines	20 feet minimum for each side	30 feet
	70 foot right of way: 25 feet from all front lot lines	20 feet minimum for each side	30 feet
Detached accessory buildings and garages	30 feet from all front lot lines	Same as for dwellings, except when the structure is at least 10 feet behind the main building or 10 feet behind a line extending from the rear corners of the main building to the side lot lines parallel to the rear lot line(s); the side and rear setbacks may be reduced to 1 foot; provided, that the structure must be at least 20 feet from main buildings on adjacent lots; and on corner lots the minimum setback for a side facing a street is 20 feet and minimum rear setback adjacent to a side lot line is 10 feet	

*Adopted by Ord. 09-09 on 8/11/2009*

**10.5E.6 Maximum Structure Height**

Main buildings and structures, two and one-half (2<sup>1/2</sup>) stories, not to exceed thirty five feet (35')

*Adopted by Ord. 2000-9 on 7/11/2000*

#### **10.5E.7 Off Street Parking And Loading**

The provisions of SWMC 10.08 shall apply and shall be in full force and effect in this zone, except in the case of a bona fide temporary use.

*Adopted by Ord. 2000-9 on 7/11/2000*

#### **10.5E.8 Permitted Signs**

Class 1 signs shall be permitted. For home occupations or service accessory businesses, class 2 signs will be allowed in addition to class 1 signs. For public and institutional uses as allowed by conditional use permit, class 3 signs will be allowed in addition to class 1 signs.

*Adopted by Ord. 2000-9 on 7/11/2000*

*Amended by Ord. 2001-4 on 2/13/2001*

## Article G Commercial Zone (C)

10.5G.1 Description And General Limitation

10.5G.2 Commercial Development Over One Acre

10.5G.3 Architectural Site Plan Review

10.5G.4 Permitted Uses

10.5G.5 Conditional Uses

10.5G.6 Building Lot Requirements

10.5G.7 Location Of Structures

10.5G.8 Maximum Structure Height

10.5G.9 Off Street Parking And Loading

10.5G.10 Permitted Signs And Lighting

10.5G.11 Special Provisions And Limitations

10.5G.12 Landscaping Requirements

### 10.5G.1 Description And General Limitation

Zone C has been established for the purpose of providing space within the various neighborhoods of the city for the establishment of neighborhood shopping centers used primarily to provide the retailing of convenience goods, the furnishing of certain personal services and the weekly household or personal needs of the residents of abutting residential neighborhoods. C districts are located generally on neighborhood feeder streets or on minor traffic streets rather than on main arterial highways. Such districts are almost always small in size, its area being determined by the size of the neighborhood it is designed to serve. Characteristically, it is surrounded by residential districts.

*Adopted by Ord. 2002-4 on 3/26/2002*

### 10.5G.2 Commercial Development Over One Acre

- A. Conditional Use: Because of the possible adverse impacts of large scale commercial developments on surrounding neighborhoods, in terms of site design and layout, traffic control, as well as visual appearance, all C developments greater than one acre shall fall under the conditional use permit procedure pursuant to SWMC 10.07.
- B. Subdivided Parcels: In the event commercial parcels are subdivided and retained under single ownership or sold separately and the total sum of all the commercial properties was greater than one acre at the time of adoption of the ordinance codified herein, then each commercial development must be approved as a conditional use.

*Adopted by Ord. 1989 Code § 12-8-002 on 1/1/1989*

*Amended by Ord. 2002-4 on 3/26/2002*

### 10.5G.3 Architectural Site Plan Review

All proposed C developments shall meet the requirements of SWMC 10.12.

*Adopted by Ord. 2002-4 on 3/26/2002*

#### **10.5G.4 Permitted Uses**

- A. Accessory uses and buildings.
- B. Beauty and barber services.
- C. Business services and professional offices.
- D. Churches, synagogues and temples.
- E. Dwellings, single-family, only when in the same structure as the business or commercial use and when occupied by the owner/operator or employee employed on the premises.
- F. Eating establishments, including drive ins.
- G. Gasoline service stations.
- H. Laundry and dry cleaning services.
  - I. Retail trade, general merchandise.
- J. Mobile businesses.
- K. Other uses deemed similar and compatible by the planning commission.

*Adopted by Ord. 1989 Code § 12-8-004 on 1/1/1989*

*Amended by Ord. 16-21 on 9/13/2016*

#### **10.5G.5 Conditional Uses**

All permitted uses allowed in this article requiring more than one acre in site area.

- A. Amusement and recreation activities.
- B. Automobile repairing, painting or upholstering; automatic car wash not to exceed four (4) wash bays.
- C. Daycare center or preschool.
- D. Electronic communication facilities.
- E. Excavations of over two hundred (200) cubic yards, as allowed by SWMC 10.06.020.
- F. Public buildings and public utility buildings and uses.
- G. Reception center and/or wedding chapel.
- H. School, public and privately owned.
  - I. Small wind energy systems.
- J. Temporary buildings for uses incidental to construction work, including living quarters for a guard or night watchman, which buildings must be removed upon completion or abandonment of the construction work. If such buildings are not removed within ninety (90) days upon completion of construction and thirty (30) days after notice, the buildings will be removed by the city at the expense of the owner.
- K. Temporary businesses not to exceed ninety (90) days in length.



**L. Temporary retail uses.**

*Adopted by Ord. 1989 Code § 12-8-005 on 1/1/1989  
 Amended by Ord. 96-7 12/10/1996 on 1/10/1997  
 Amended by Ord. 1998 Code on 1/1/1998  
 Amended by Ord. 02-7 on 5/28/2002  
 Amended by Ord. 13-11 on 5/14/2013*

**10.5G.6 Building Lot Requirements**

All buildings must comply with the provisions of this section, except those exempted as provided in SWMC 10.11.

- A. Lot width: No particular requirements, as approved by the planning commission.
- B. Lot area: No particular requirements, as approved by the planning commission.

*Adopted by Ord. 1989 Code § 12-8-006 on 1/1/1989*

**10.5G.7 Location Of Structures**

<b>Structures</b>	<b>Front Setback</b>	<b>Side Setback</b>	<b>Rear Setback</b>
Main and accessory structures	10 feet	No requirement, except 10 feet minimum for sides fronting on street	No requirement, except that 20 feet shall be provided where the lot line is coterminous with any residential zone boundary
Temporary structures	10 feet	10 feet	30 feet

*Adopted by Ord. 1989 Code § 12-8-007 on 1/1/1989*

**10.5G.8 Maximum Structure Height**

Main buildings and structures, two and one-half (2<sup>1</sup>/<sub>2</sub>) stories or thirty five feet (35').  
 Temporary structures, one story.

*Adopted by Ord. 1989 Code § 12-8-008 on 1/1/1989*

**10.5G.9 Off Street Parking And Loading**

Provisions of SWMC 10.08 shall apply and shall be in full force and effect in this zone, except in the case of a bona fide temporary use.

*Adopted by Ord. 1989 Code § 12-8-009 on 1/1/1989*

**10.5G.10 Permitted Signs And Lighting**

Class 5 signs shall be permitted.

*Adopted by Ord. 2004-04 on 6/22/2004*

#### **10.5G.11 Special Provisions And Limitations**

Where accessory living quarters are provided as permitted herein, no window shall be permitted in any wall of the same which is located within eight feet (8') of a side property line.

*Adopted by Ord. 1989 Code § 12-8-011 on 1/1/1989*

#### **10.5G.12 Landscaping Requirements**

- A. General Landscaping: At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. Landscaping shall meet the requirements of SWMC 10.15. 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.
- B. Buffer Yard Landscaping: Buffer yard C landscaping shall be required between the C zone and all residential and agricultural zones and shall meet the requirements of SWMC 10.15.
- C. Park Strip Landscaping: Park strip landscaping shall meet the requirements of SWMC 10.15.

*Adopted by Ord. 2001-6 on 2/27/2001*

*Amended by Ord. 2002-4 on 3/26/2002*

## Article H Highway-Commercial Zone (C-H)

### 10.5H.1 Purpose

### 10.5H.2 Development Over One Acre

### 10.5H.3 Architectural Site Plan Review

### 10.5H.4 Permitted Uses

### 10.5H.5 Conditional Uses

### 10.5H.6 Building Lot Requirements

### 10.5H.7 Location Of Structures

### 10.5H.8 Maximum Structure Height

### 10.5H.9 Off Street Parking

### 10.5H.10 Permitted Signs And Lighting

### 10.5H.11 Special Provisions And Limitations

### 10.5H.12 Landscaping Requirements

### 10.5H.1 Purpose

To provide areas in appropriate locations adjacent to highways or major streets where activities dependent upon or catering to thoroughfare traffic and the traveling public may be established, maintained and protected. The regulations of this district are designed to encourage harmony between traffic needs and centers for retail commercial, entertainment, automotive facilities and other appropriate highway related activities.

*Adopted by Ord. 1989 Code § 12-9-001 on 1/1/1989*

### 10.5H.2 Development Over One Acre

Development over one acre must follow the conditional use permit procedure of SWMC 10.07.

*Adopted by Ord. 1989 Code § 12-9-002 on 1/1/1989*

### 10.5H.3 Architectural Site Plan Review

All proposed C-H development shall meet the requirements of SWMC 10.12.

*Adopted by Ord. 1989 Code § 12-9-003 on 1/1/1989*

### 10.5H.4 Permitted Uses

- A. Accessory uses and buildings.
- B. Dwellings, single-family, only when in the same structure as the business or commercial use and when occupied by the owner/operator or employee employed on the premises.
- C. Eating establishments, including drive-ins.
- D. Gasoline and diesel service stations.

- E. Laundry and dry cleaning services.
- F. Public buildings and public utility buildings and uses.
- G. Retail sales.
- H. Transient lodging.
- I. Mobile businesses.
- J. Uses judged by the planning commission to be similar and compatible with the purposes of this article.

*Adopted by Ord. 1989 Code § 12-9-004 on 1/1/1989*  
*Amended by Ord. 96-7 12/10/1996 on 1/10/1997*  
*Amended by Ord. 16-21 on 9/13/2016*

**10.5H.5 Conditional Uses**

All permitted uses allowed in this article requiring more than one acre in site area.

- A. Electronic communications facilities.
- B. Excavations of over two hundred (200) cubic yards, as allowed by SWMC 10.06.020.
- C. Small wind energy systems.
- D. Temporary businesses not to exceed ninety (90) days in length.

*Adopted by Ord. 1989 Code § 12-9-005 on 1/1/1989*  
*Amended by Ord. 96-7 12/10/1996 on 1/10/1997*  
*Amended by Ord. 02-7 on 5/28/2002*  
*Amended by Ord. 08-07 on 3/25/2008*  
*Amended by Ord. 13-11 on 5/14/2013*

**10.5H.6 Building Lot Requirements**

The provisions of this section pertain to all buildings, except those exempted in SWMC 10.11.

- A. Lot Width: No particular requirements, as approved by the planning commission.
- B. Lot Area: No particular requirements, as approved by the planning commission.

*Adopted by Ord. 1989 Code § 12-9-006 on 1/1/1989*

**10.5H.7 Location Of Structures**

Structures	Front Setback	Side Setback	Rear Setback
Main and accessory structures	50 feet	No requirement, except 20 feet minimum for sides fronting on street. Where any wall has no windows exposed on that	10 feet from other zones, 20 feet from

		side, then no side setback shall be required, except that 10 feet shall be provided where the lot line is coterminous with any residential boundary	residential zones
Temporary structures	30 feet	10 feet	10 feet

*Adopted by Ord. 1989 Code § 12-9-007 on 1/1/1989*

**10.5H.8 Maximum Structure Height**

Main buildings and structures, two and one-half (2<sup>1</sup>/<sub>2</sub>) stories or thirty five feet (35').  
Temporary structures, one story.

*Adopted by Ord. 1989 Code § 12-9-008 on 1/1/1989*

**10.5H.9 Off Street Parking**

The provisions of SWMC 10.08 shall apply and shall be in full force and effect in this zone, except in the case of a bona fide temporary use.

*Adopted by Ord. 1989 Code § 12-9-009 on 1/1/1989*

**10.5H.10 Permitted Signs And Lighting**

Class 5 signs shall be permitted.

*Adopted by Ord. 1989 Code § 12-9-010 on 1/1/1989*

**10.5H.11 Special Provisions And Limitations**

Where accessory living quarters are provided as permitted herein, no window shall be permitted in any wall of the same which is located within eight feet (8') of a side property line.

*Adopted by Ord. 1989 Code § 12-9-011 on 1/1/1989*

**10.5H.12 Landscaping Requirements**

- A. General Landscaping: At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. Landscaping shall meet the requirements of SWMC 10.15. 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.
- B. Bufferyard Landscaping: Bufferyard C landscaping shall be required between the C-H zone and all residential and agricultural zones and shall meet the requirements of SWMC 10.15.

**C. Park Strip Landscaping: Park strip landscaping shall meet the requirements of SWMC 10.15.**

*Adopted by Ord. 2001-6 on 2/27/2001*



## RESIDENTIAL LAND SALE 1



### **IDENTIFICATION**

Address: 191 East Phillips Street  
City/County/State: Layton, Davis County, Utah  
AP Number: 11-063-0013  
Property Rights: Fee simple

### **PARTIES**

Seller: Sumner G. Margetts & Company, Inc.  
Buyer: Not Disclosed

### **LAND DESCRIPTION**

Land Area: 2.31 acres  
Frontage: Along Phillips Street  
Shape: Nearly rectangular  
Zoning: R-S (residential)  
Topography: Near level  
Utilities: Power, water, sewer, and gas available nearby.

### **PRICE AND TERMS**

Date of Sale: October 3, 2016  
Sale Price: \$350,000  
Price per Acre: \$151,515  
Financing Terms: Cash or cash equivalent

### **VERIFICATION**

With: Knight Real Estate Advisors, Broker

## RESIDENTIAL LAND SALE 2



### **IDENTIFICATION**

Address: 3600 West 2660 South  
City/County/State: Syracuse, Davis County, Utah  
AP Number: 12-096-0117  
Property Rights: Fee simple

### **PARTIES**

Seller: K. Park  
Buyer: Not Disclosed

### **LAND DESCRIPTION**

Land Area: 2.07 acres  
Frontage: At end of 2660 South  
Shape: Rectangular  
Zoning: R-1 (residential)  
Topography: Near level  
Utilities: Power, water, sewer, and gas available nearby.

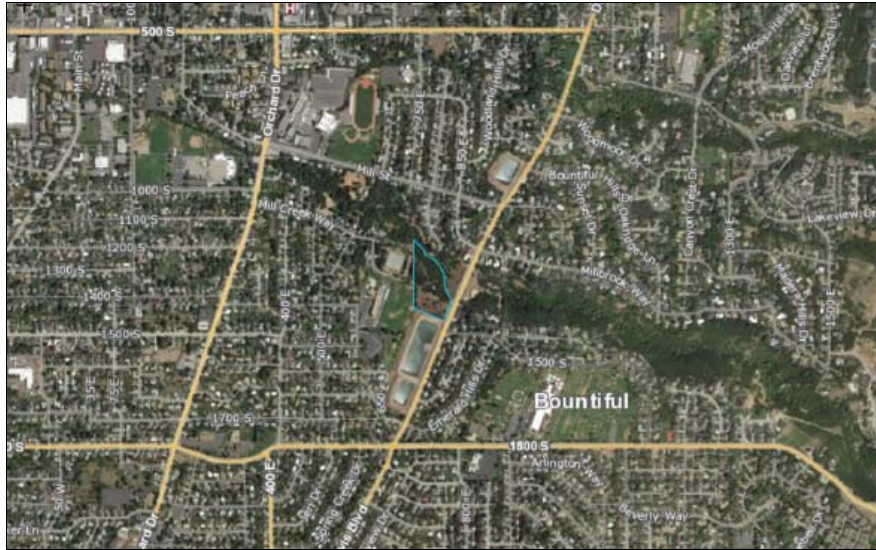
### **PRICE AND TERMS**

Date of Sale: September 15, 2016  
Sale Price: \$120,000  
Price per Acre: \$57,971  
Financing Terms: Cash or cash equivalent

### **VERIFICATION**

With: Media One Real Estate, Broker

## **RESIDENTIAL LAND SALE 3**



### **IDENTIFICATION**

Address: 1303 South 700 East  
City/County/State: Bountiful, Davis County, Utah  
AP Number: 04-071-0059  
Property Rights: Fee simple

### **PARTIES**

Seller: Eugene & Ida Evrett  
Buyer: Valley View Heights, LLC

### **LAND DESCRIPTION**

Land Area: 5.61 acres  
Frontage: Along Davis Boulevard  
Shape: Irregular  
Zoning: R-4 (residential)  
Topography: Sloping  
Utilities: Power, water, sewer, and gas available nearby.

### **PRICE AND TERMS**

Date of Sale: June 15, 2016  
Sale Price: \$830,000  
Price per Acre: \$147,950  
Financing Terms: Cash or cash equivalent

### **VERIFICATION**

With: Bonneville Development Group, Broker

## **RESIDENTIAL LAND SALE 4**



### **IDENTIFICATION**

Address: 920 West Porter Lane  
City/County/State: West Bountiful, Davis County, Utah  
AP Number: 06-011-0143  
Property Rights: Fee simple

### **PARTIES**

Seller: Martha & Jeffrey Tingey  
Buyer: Rick & Lori Ferlin

### **LAND DESCRIPTION**

Land Area: 2.54 acres  
Frontage: Along Porter Lane  
Shape: Rectangular  
Zoning: A-1 (agricultural)  
Topography: Near level  
Utilities: Power, water, sewer, and gas available nearby.

### **PRICE AND TERMS**

Date of Sale: December 28, 2015  
Sale Price: \$115,000  
Price per Acre: \$45,276  
Financing Terms: Cash or cash equivalent

### **VERIFICATION**

With: Tier One Real Estate, Broker



**RESIDENTIAL LAND SALE 5**



**IDENTIFICATION**

Address: 1742 East South Weber Drive  
City/County/State: South Weber, Davis County, Utah  
AP Number: 13-012-0070  
Property Rights: Fee simple

**PARTIES**

Seller: Tim & Judy Blackner  
Buyer: Perga Development, LLC

**LAND DESCRIPTION**

Land Area: 6.99 acres  
Frontage: At end of Canyon Drive  
Shape: Irregular  
Zoning: R-M (residential)  
Topography: Near level  
Utilities: Power, water, sewer, and gas available nearby.

**PRICE AND TERMS**

Date of Sale: November 18, 2013  
Sale Price: \$285,000  
Price per Acre: \$40,773  
Financing Terms: Cash or cash equivalent

**VERIFICATION**

With: CoStar with Broker (PPC Commercial)

**RESIDENTIAL LAND SALE 6**



**IDENTIFICATION**

Address: 3763 West 1800 North  
City/County/State: West Point, Davis County, Utah  
AP Number: 14-031-0024 and -0090  
Property Rights: Fee simple

**PARTIES**

Seller: Charles Persinger  
Buyer: Jayson Orvis

**LAND DESCRIPTION**

Land Area: 9.99 acres  
Frontage: Along Highway 17  
Shape: Irregular  
Zoning: A-40 (agricultural)  
Topography: Near level  
Utilities: Power, water, sewer, and gas available nearby.

**PRICE AND TERMS**

Date of Sale: November 7, 2013  
Sale Price: \$443,000  
Price per Acre: \$44,344  
Financing Terms: Cash or cash equivalent

**VERIFICATION**

With: CoStar with Broker (Keller Williams)

**RESIDENTIAL LAND SALE 7 (Current Listing)**



**IDENTIFICATION**

Address: 1075± East Lester Drive  
City/County/State: South Weber City, Davis County, Utah  
Property Rights: Fee Simple  
Parcel Number: 13-021-0054

**PARTIES**

Seller: Mark & Natalie Dayton  
Buyer: Available

**LAND DESCRIPTION**

Land Area: 1.82 acres  
Shape: Irregular  
Zoning: A (agriculture)  
Topography: Mostly level  
Utilities: Available nearby.

**PRICE AND TERMS**

Listing Date: July 2016  
Asking Price: \$310,000  
Price per Acre: \$170,330  
Financing Terms: Negotiable

**VERIFICATION**

With: Better Homes & Gardens, Broker



## COMMERCIAL LAND SALE 1



### **IDENTIFICATION**

Address: 6600 South & Highway 89  
City/County/State: Uintah, Weber County, Utah  
AP Number: 07-101-0158 and -0159  
Property Rights: Fee simple

### **PARTIES**

Seller: David & Camille Tesch  
Buyer: Uintah Business Park, LLC

### **LAND DESCRIPTION**

Land Area: 7.66 acres  
Frontage: Along 6600 South  
Shape: Irregular  
Zoning: C-1 (commercial)  
Topography: Somewhat level  
Utilities: Power, water, sewer, and gas available nearby.

### **PRICE AND TERMS**

Date of Sale: April 22, 2016  
Sale Price: \$639,875  
Price per Square Foot: \$1.92  
Financing Terms: Cash or cash equivalent

### **VERIFICATION**

With: CoStar with Buyer

## COMMERCIAL LAND SALE 2



### **IDENTIFICATION**

Address: 415 North Sugar Street  
City/County/State: Layton, Davis County, Utah  
AP Number: 10-216-0121 and -0122  
Property Rights: Fee simple

### **PARTIES**

Seller: Sugar Street Properties, LLC  
Buyer: Randall Properties, LLC

### **LAND DESCRIPTION**

Land Area: 3.88 acres  
Frontage: Sugar Street  
Shape: Irregular  
Zoning: M-2 (industrial)  
Topography: Mostly level  
Utilities: Power, water, sewer, and gas available.

### **PRICE AND TERMS**

Date of Sale: February 12, 2016  
Sale Price: \$800,000  
Price per Square Foot: \$4.73  
Financing Terms: Cash or cash equivalent

### **VERIFICATION**

With: John W. Hansen & Assoc., Broker

## COMMERCIAL LAND SALE 3



### **IDENTIFICATION**

Address: 494 West Bourne Circle  
City/County/State: Farmington, Davis County, Utah  
AP Number: 08-054-0092  
Property Rights: Fee simple

### **PARTIES**

Seller: Dejong & Kelly  
Buyer: WDG Park Lane, LLC

### **LAND DESCRIPTION**

Land Area: 6.92 acres  
Frontage: Along Highway 195  
Shape: Irregular  
Zoning: CMU (mixed-use)  
Topography: Mostly level  
Utilities: Power, water, sewer, and gas available.

### **PRICE AND TERMS**

Date of Sale: November 14, 2015  
Sale Price: \$1,660,800  
Price per Square Foot: \$5.51  
Financing Terms: Cash or cash equivalent

### **VERIFICATION**

With: Coldwell Banker, Broker

## COMMERCIAL LAND SALE 4



### **IDENTIFICATION**

Address: 396 North 400 West  
City/County/State: Kaysville, Davis County, Utah  
AP Number: 11-502-0008  
Property Rights: Fee simple

### **PARTIES**

Seller: Allen Rex  
Buyer: Kaysville Dental Arts Center, LLC

### **LAND DESCRIPTION**

Land Area: 1.59 acres  
Frontage: Along 400 West  
Shape: Irregular  
Zoning: GC (commercial)  
Topography: Mostly level  
Utilities: Power, water, sewer, and gas available.

### **PRICE AND TERMS**

Date of Sale: June 30, 2014  
Sale Price: \$750,000  
Price per Square Foot: \$10.83  
Financing Terms: Cash or cash equivalent

### **VERIFICATION**

With: CRES, Broker



## COMMERCIAL LAND SALE 5



### **IDENTIFICATION**

Address: 6086 South Ridgeline Drive  
City/County/State: South Ogden, Weber County, Utah  
AP Number: 07-745-0002  
Property Rights: Fee simple

### **PARTIES**

Seller: Lowe Hillside, LLC  
Buyer: Treeo S Ogden, LLC

### **LAND DESCRIPTION**

Land Area: 3.93 acres  
Frontage: Along Ridgeline Drive and Skyline Drive  
Shape: Irregular  
Zoning: R-5zc (A&B) (medical office and senior housing)  
Topography: Mostly level  
Utilities: Power, water, sewer, and gas available.

### **PRICE AND TERMS**

Date of Sale: December 2013  
Sale Price: \$816,750  
Price per Square Foot: \$4.77  
Financing Terms: Cash or cash equivalent

### **VERIFICATION**

With: Seller and CoStar with Broker

**COMMERCIAL LAND SALE 6 (Current Listing)**



**IDENTIFICATION**

Address: 7482 South Corina Drive  
City/County/State: South Weber City, Davis County, Utah  
Property Rights: Fee Simple  
Parcel Number: 13-174-0001

**PARTIES**

Seller: Patrick & John McCall  
Buyer: Available

**LAND DESCRIPTION**

Land Area: 1.31 acres  
Shape: Nearly rectangular  
Zoning: C-H (commercial)  
Topography: Somewhat level  
Utilities: All available

**PRICE AND TERMS**

Listing Date: October 2016  
Asking Price: \$375,000  
Price per Square Foot: \$6.57  
Financing Terms: Negotiable

**VERIFICATION**

With: Ridgeline Realty, Broker



**COMMERCIAL LAND SALE 7 (Current Listing)**



**IDENTIFICATION**

Address:	5700 South Adams Parkway
City/County/State:	Washington Terrace, Weber County, Utah
Property Rights:	Fee Simple
Parcel Number:	Part of 07-079-0057 (Lot 13)

**PARTIES**

Seller:	Pleasant Valley Ranch, LLC
Buyer:	Available

**LAND DESCRIPTION**

Land Area:	1.52 acres
Shape:	Nearly rectangular
Zoning:	C-2 (commercial)
Topography:	Slightly sloping
Utilities:	All available

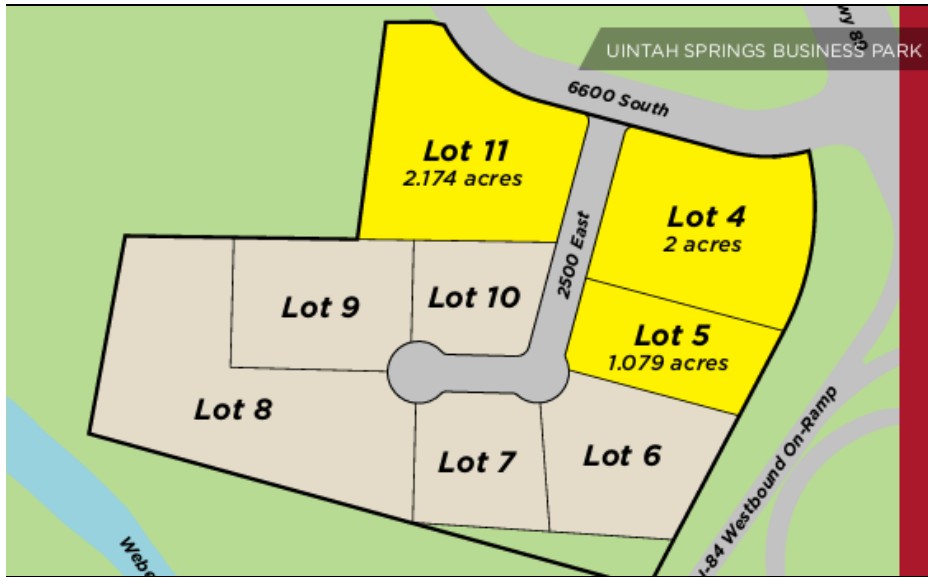
**PRICE AND TERMS**

Listing Date:	July 2015
Asking Price:	\$629,024
Price per Square Foot:	\$9.50
Financing Terms:	Negotiable

**VERIFICATION**

With:	PPC Commercial, Broker
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**COMMERCIAL LAND SALE 8 (Current Listing)**



**IDENTIFICATION**

Address: 6600 South & Highway 89  
City/County/State: Uintah, Weber County, Utah  
Property Rights: Fee Simple  
Parcel Number: Part of 07-101-0158 and -0159 (Lot 11)

**PARTIES**

Seller: Uintah Business Park, LLC  
Buyer: Available

**LAND DESCRIPTION**

Land Area: 2.174 acres  
Shape: Irregular  
Zoning: C-1 (commercial)  
Topography: Somewhat level  
Utilities: All available

**PRICE AND TERMS**

Listing Date: August 2016  
Asking Price: \$1,136,393  
Price per Square Foot: \$12.00  
Financing Terms: Negotiable

**VERIFICATION**

With: CRES, Broker

**COMMERCIAL LAND SALE 9 (Current Listing)**



**IDENTIFICATION**

Address:	2400± East South Weber Drive
City/County/State:	South Weber City, Davis County, Utah
Property Rights:	Fee Simple
Parcel Number:	13-034-0044

**PARTIES**

Seller:	Murray Family Investments
Buyer:	Available

**LAND DESCRIPTION**

Land Area:	1.88 acres
Shape:	Nearly rectangular
Zoning:	C-H (commercial)
Topography:	Somewhat level
Utilities:	All available

**PRICE AND TERMS**

Listing Date:	Not Disclosed
Asking Price:	\$573,250
Price per Square Foot:	\$7.00
Financing Terms:	Negotiable

**VERIFICATION**

With:	Murray Family Investments, Seller/Developer
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**COMMERCIAL LAND SALE 10 (Current Listing)**



**IDENTIFICATION**

Address:	2500± East South Weber Drive
City/County/State:	South Weber City, Davis County, Utah
Property Rights:	Fee Simple
Parcel Number:	13-306-0202

**PARTIES**

Seller:	Murray Family Investments
Buyer:	Available

**LAND DESCRIPTION**

Land Area:	1.127 acres
Shape:	Somewhat rectangular
Zoning:	C-H (commercial)
Topography:	Somewhat level
Utilities:	All available

**PRICE AND TERMS**

Listing Date:	Not Disclosed
Asking Price:	\$441,829
Price per Square Foot:	\$9.00
Financing Terms:	Negotiable

**VERIFICATION**

With:	Murray Family Investments, Seller/Developer
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## **COMMERCIAL LAND SALE 11 (Current Listing)**



### **IDENTIFICATION**

Address: 7900± South 2700 East  
City/County/State: South Weber City, Davis County, Utah  
Property Rights: Fee Simple  
Parcel Number: 13-034-0065

### **PARTIES**

Seller: Murray Family Investments  
Buyer: Available

### **LAND DESCRIPTION**

Land Area: 4.20 acres  
Shape: Irregular  
Zoning: C-H (commercial)  
Topography: Somewhat level  
Utilities: All available

### **PRICE AND TERMS**

Listing Date: Not Disclosed  
Asking Price: \$1,006,236  
Price per Square Foot: \$5.50  
Financing Terms: Negotiable

### **VERIFICATION**

With: Murray Family Investments, Seller/Developer

**QUALIFICATIONS OF THE APPRAISER**  
**PAUL W. THRONDSSEN, MAI**

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**Education:** Bachelors of Science (Finance Major), University of Utah, 1974.  
Masters of Business Administration, University of Utah, 1976

**Experience:** Owner of Appraisal Group, LLC (fka Appraisal Group, Inc.), Salt Lake City, Utah  
1993-present Full time appraiser/consultant. Devoting 100% of time to commercial assignments in Utah and other Western States.

1985-1993 Part owner of Appraisal Associates, Inc., Salt Lake City, Utah  
Full-time appraiser/consultant.

1981-1985 Self-employed; appraiser/consultant with Appraisal Associates, Inc., Salt Lake City, Utah. Duties included both residential and commercial assignments. Managed residential staff from 1982 to 1985 while devoting nearly 100% of appraising to commercial assignments in Utah.

1976-1981 Staff appraiser with Mulcock Appraising Company, Salt Lake City, Utah. Duties included residential assignments and construction inspections.

1975-1976 Loan Officer & Branch Manager for Lomas and Nettleton, Salt Lake City, Utah. Office manager overseeing loan production.

**Professional Courses:** Intro to Appraising Real Estate  
Capitalization Theory & Techniques  
Valuation Analysis & Report Writing  
Industrial Valuation  
Adv. Sales Comparison & Cost Approach  
Residential Appraising  
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)

Case Studies/Real Estate Valuation  
Standards of Professional Practice  
Highest & Best Use & Market Analysis  
Separating Real & Personal Property from Intangible Business Assets  
Litigation & Condemnation Appraising

**Seminars:** Cash Equivalency & Creative Financing  
Value of Leased Fee & Leasehold Estates  
Highest & Best Use  
Computer Appraisal Applications  
Reviewing Appraisals  
Subdivision Analysis  
Feasibility Analysis & Highest & Best Use  
Environmental Risk & the Appraisal Process  
Special Purpose Properties  
Appraisal of Non-Conforming Properties  
Appraising Convenience Stores

Mortgage - Equity Analysis  
Developing Hotel/Motel Prop.  
Easement Valuation  
Bank Regulations and Appraisal  
American with Disabilities Act  
Understanding Limited Appraisals  
Data Confirmation/Verification Methods  
Understanding/Testing DCF Analysis  
Scope of Work  
Appraising Distressed Commercial Real Estate

**Memberships & Affiliations:** Member Appraisal Institute (MAI #6981)  
Utah State Certified General Appraiser, No. 5451070-CG00, (expires 6-30-17)  
Associate Member of Salt Lake Board of Realtors



Appraisal Experience: Experienced in the appraisal of office buildings, shopping centers, industrial properties, apartments, hotels/motels, mini-warehouses, nursing homes, residential care facilities, commercial developments, residential subdivisions, partial interest, and raw land. Specializing in income-producing properties and project approvals. Also, specializing in Summit County (Park City) properties.

Professional: Past President of Utah Chapter of the Appraisal Institute (1994). National Board of Examiners for Experience - Term 1986-1992. Member of Regional Ethics Panel. Past Chairman of Chapter Government Affairs Committee, Admissions Committee and Education Committee. Awarded Utah Chapter "Appraiser of the Year - 2004".

Past President and Chairman of the Board of Comp-U-Share, Inc. (Market data system; group of 18 appraisal offices), and past Chairman of Quality Control Committee.

President of Utah Association of Appraisers - 1996 to 1997 and 2002 to 2003

Experience Review Committee for Utah State Board of Appraisers - 1991 to 2008

Clients: (partial list)	JPMorgan Chase	First Utah Bank	Small Business Administration
	Brighton Bank	GE Capital	Zions Securities Company
	American First Credit Union	Bank of America	Zions First National Bank
	KeyBank	Amsource	Holladay Bank & Trust
	Salt Lake City Credit Union	Woodbury Corp.	Roderick Enterprises
	Bank of Utah	Frontier Bank	Kennecott Copper Corporation
	Holiday Oil Company	Bank of American Fork	Granite School District
	S-DevCorp. (F.C. Stangl)	Barnes Bank	Utah Dept. of Transportation
	Boyer & Company	Utah First Credit Union	Bank of the West
	AEGON Realty Advisors	Jordan Credit Union	Deutsche Bank
	State of Utah	Salt Lake County	Merrill Lynch Mortgage Capital
	First National Bank of Layton	Salt Lake City RDA	Security National Financial
	Wells Fargo Bank	Property Reserve Inc.	Mountain America Credit Union
	U.S. Bank	Suburban Land Reserve	Utah Transit Authority (UTA)
	Citicorp Bank	First Colony Commercial Mtg.	Mtn. West Small Business Fin.
	L.D.S. Church	The Clawson Group	Hospital Corp of America (HCA)
	Summit County	The Burgess Co.	Heber Valley Bank
	Park City	Allstate Appraisal	Big "D" Construction
	Central Bank	University Federal Credit Un.	Bonneville Mortgage
	Washington Trust Bank	US Government	Western Capital Realty Advisors
C-III Asset Management	Farm Bureau Life	National Bank of Arizona	
Home Savings	Liberty Bank	Rocky Mountain Power	

Other local real estate brokers, developers, and attorneys

References: Available upon request.

## QUALIFICATIONS OF THE APPRAISER

# J.C. DIETZ

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### **Education:**

Bachelors of Science (Geology)  
Brigham Young University, Provo, Utah 2000

### **Appraisal Courses & Seminars:**

Uniform Standards of Professional Appraisal Practice, IREAS  
Fundamentals of Appraisal, IREAS  
Highest and Best Use I, IREAS  
Small Residential Income Property Appraisal, IREAS  
Basic Income Capitalization, Appraisal Institute  
Highest & Best Use and Market Analysis, Appraisal Institute  
Advanced Applications, Appraisal Institute  
Advanced Sales Comparison and Cost Approaches, Appraisal Institute  
Business Practices and Ethics, Appraisal Institute  
Water Rights Seminar, Appraisal Institute  
General Appraiser Report Writing and Case Studies, Appraisal Institute  
Subdivision Valuation Seminar, Appraisal Institute  
Advanced Income Capitalization, Appraisal Institute  
Online Data Verification Methods, Appraisal Institute  
Online Rates and Ratios: Making Sense of GIM's, OAR's and DCF, Appraisal Institute  
The Discounted Cash Flow Model: Concepts, Issues, and Apps., Appraisal Institute

### **Memberships & Affiliations:**

Candidate for Designation member of the Appraisal Institute  
Utah State Certified General Appraiser, No. 5791555-CG00, (expires 7/31/18).

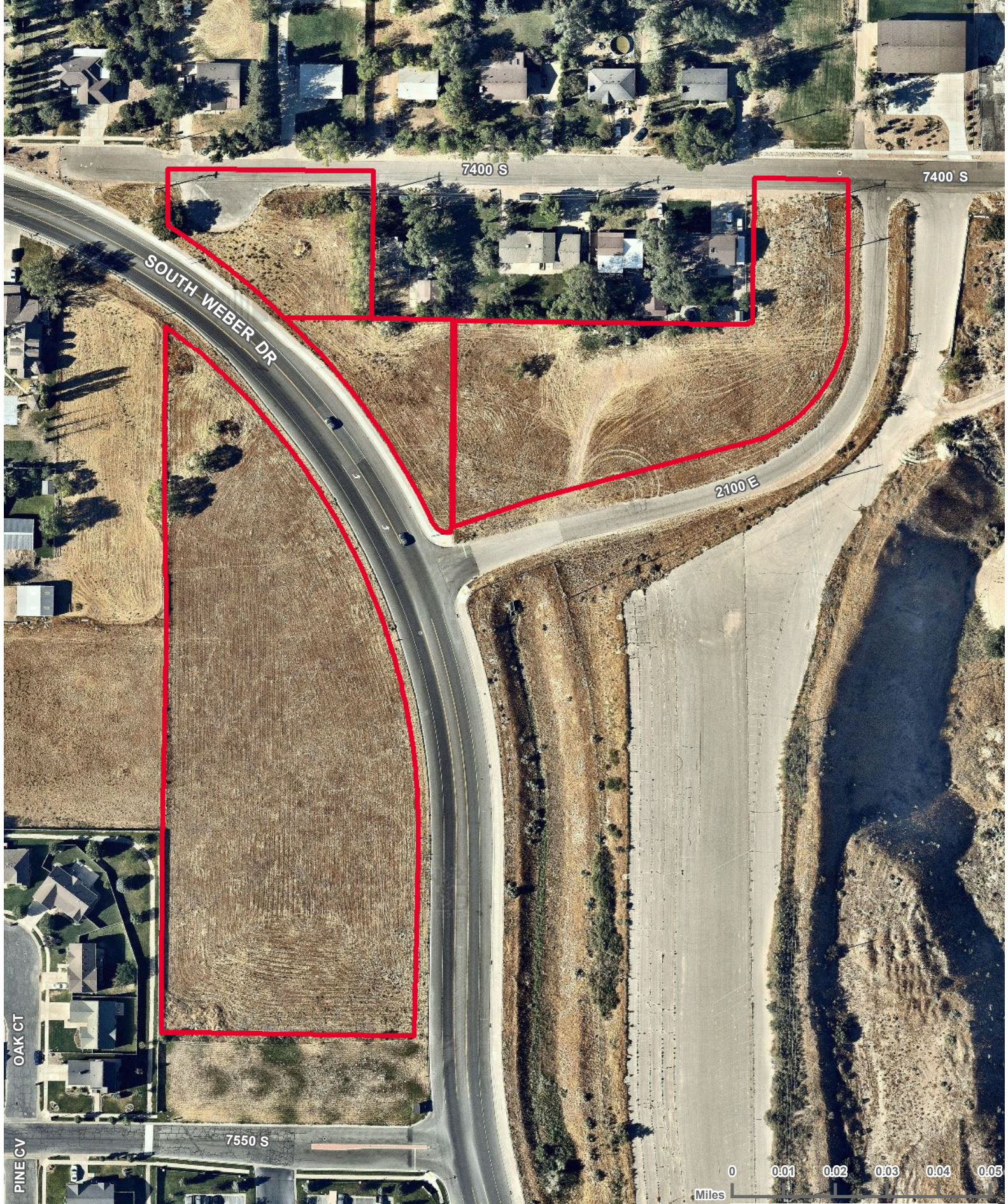
### **Experience:**

2004-Present      Commercial Real Estate Appraiser with Appraisal Group, LLC (fka Appraisal Group, Inc.) - Paul W. Throndsen, MAI, Salt Lake City, Utah

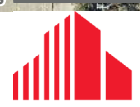
### **Appraisal Experience:**

Experienced in the appraisal of vacant land, office buildings, shopping centers, retail buildings, medical buildings, health care facilities, self-storage facilities, industrial and office/warehouse buildings, residential subdivisions, and apartments.





# South Weber Commercial Land



**CUSHMAN & WAKEFIELD**  
Commerce

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**ORDINANCE NO. 17-01**

**AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL  
ADOPTING SOUTH WEBER CITY CODE TITLE 1, ADMINISTRATION**

**WHEREAS**, Title 1 of the South Weber City Code was adopted in 1989 and last amended in 1998; and

**WHEREAS**, since 1998 there have been changes to Utah Code and it is time to update the City’s code accordingly and to make its provisions more encompassing and precise;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH WEBER CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Title Adopted.** Title 1 of the South Weber City Code is hereby re-adopted to read as attached hereto.

**Section 2. Severability Clause.** If a court holds any part or provision of this Ordinance invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

**Section 3. Effective Date.** This Ordinance shall become effective immediately upon passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH WEBER CITY,  
STATE OF UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**ATTEST:**

**SOUTH WEBER CITY**

**By:** \_\_\_\_\_  
**Elyse Greiner, City Recorder**

**By:** \_\_\_\_\_  
**Mayor Tamara P. Long**

Roll call vote is as follows:

Mr. Scott Casas	Yes	No
Mr. Kent Hyer	Yes	No
Mrs. Jo Sjoblom	Yes	No
Mr. Merv Taylor	Yes	No

**CERTIFICATE OF POSTING**

I, the duly appointed recorder for the City of South Weber, hereby certify that:

***ORDINANCE 17-01: AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL  
ADOPTING SOUTH WEBER CITY CODE TITLE 1, ADMINISTRATION***

was passed and adopted the \_\_\_\_ day of \_\_\_\_\_ 2017, and certifies that copies of the foregoing Ordinance 17-01 were posted in the following locations within the municipality this \_\_\_\_ day of \_\_\_\_\_, 2017.

1. South Weber Elementary, 1285 E. Lester Drive
2. South Weber Family Activity Center, 1181 E. Lester Drive
3. South Weber City Building, 1600 E. South Weber Drive

\_\_\_\_\_  
**Elyse Greiner, City Recorder**

# **1 Administration**

- 1.01 General City Provisions
- 1.02 Mayor and City Council
- 1.03 City Manager
- 1.04 Officers and Employees
- 1.05 Municipal Elections
- 1.06 Official City Code
- 1.07 Saving Clause
- 1.08 Definitions
- 1.09 General Penalty

## **1.01 General City Provisions**

- 1.1.010 Incorporation – Classification
- 1.1.020 City Seal

### **1.1.010 Incorporation – Classification**

The Town of South Weber was incorporated in 1938 as a political subdivision of the state of Utah and on March 16, 1971 with a population of 1,073 became a third class city. Under reclassification by the state of Utah in 2003, South Weber City, having a population of 1,000 or more but less than 10,000, became a city of the fifth class. The City may be referred to as South Weber City or the City of South Weber, and is a municipal corporation and a political subdivision of the state of Utah.

### **1.1.020 City Seal**

The corporate seal of South Weber City, established and declared to be the official seal of the City, is circular in form with the City’s logo of mountains, river, and trees in the middle of the seal, and around the edge the words, “South Weber City \* 1971 \* Davis County, Utah \* 1938 \*.”

## **1.02 Mayor and City Council**

- 1.02.010 City Government Powers Vested in a Six-Member Council
- 1.02.020 Mayor – Mayor Pro Tempore
- 1.02.030 Council
- 1.02.040 Meetings – Procedure and Conduct
- 1.02.050 Ordinances and Resolutions – Procedures

### **1.02.010 City Government Powers Vested in a Six-Member Council**

The powers of municipal government in South Weber City, which operates under a six-member council form of government, are vested in a council consisting of six members, one of which is a mayor.

### **1.02.020 Mayor – Mayor Pro Tempore**

#### **A. The Mayor:**

1. is the chief executive officer of the City to whom the City Manager shall report;
2. shall:



- a. keep the peace and enforce the laws of the City;
  - b. ensure that all applicable statutes and City ordinances and resolutions are faithfully executed and observed;
  - c. if the Mayor remits a fine or forfeiture under Subsection A.3, report the remittance to the Council at the Council's next meeting after the remittance;
  - d. perform all duties prescribed by State statute or City ordinance or resolution;
  - e. report to the Council the condition and needs of the City; and
  - f. report to the Council any release granted under Subsection A.3.d;
  - g. execute all deeds on behalf of the City; and
3. may:
- a. recommend for Council consideration any measure that the Mayor considers to be in the best interests of the City;
  - b. remit fines and forfeitures;
  - c. if necessary, call on residents of the City over the age of 21 years to assist in enforcing the laws of the state and ordinances of the City;
  - d. release a person imprisoned for a violation of a City ordinance;
  - e. with the Council's advice and consent:
    - (1) assign or appoint a member of the Council to administer one or more departments of the City; and
    - (2) appoint a person to fill a City office or a vacancy on a commission or committee of the City; and
  - f. at any reasonable time, examine and inspect the official books, papers, records, or documents of the City or any officer, employee, or agency of the City;
- B. The Mayor:
- 1. is, except as provided in Subsection B.2., a nonvoting member of the council;
  - 2. votes as a voting member of the Council:
    - a. on each matter for which there is a tie vote of the other Council members present at a Council meeting; or
    - b. when the Council is voting on:
      - (1) whether to appoint or dismiss a City Manager; or
      - (2) or an ordinance that enlarges or restricts the Mayor's powers, duties, or functions;
  - 3. is the chair of the Council and presides at all council meetings;
  - 4. exercises ceremonial functions for the City;
  - 5. may not veto an ordinance, tax levy, or appropriation passed by the Council;
  - 6. may, within budget constraints, appoint one or more administrative assistants to the Mayor.
- C. If the Mayor is absent or unable or refuses to act, the Council may elect a member of the Council as Mayor Pro Tempore to preside at a Council meeting and perform, during the Mayor's absence, disability, or refusal to act, the duties and functions of Mayor.
- D. The City Recorder shall enter in the minutes of the Council meeting the election of a Council member as Mayor Pro Tempore under Subsection C.

**1.02.030 Council**

- A. The City Council:
- 1. exercises any executive or administrative power and performs or supervises the performance of any executive or administrative duty or function that:
    - a. has not been given to the Mayor under Section 1.02.020A or,
    - b. has been given to the Mayor under Section 1.02.020A but is removed from the Mayor under Subsection A.2.a.(1);
  - 2. may:
    - a. subject to Subsections A.3. and B., adopt an ordinance:

- (1) removing from the Mayor any power, duty, or function of the Mayor under Section 1.02.020A; or
      - (2) reinstating to the Mayor any power, duty, or function previously removed under Subsection A.2.a.(1).
    - b. adopt an ordinance delegating to the Mayor any executive or administrative power, duty, or function that the Council has under Subsection A;
    - c. subject to Subsection 1.02.020B.2.b.(2):
      - a. appoint, subject to Subsections C and D, a Manager to perform executive and administrative duties or functions that the Council by ordinance delegates to the Manager, subject to Subsection A.3; and
      - b. dismiss a Manager appointed under Subsection A.2.c.(1); and
    - d. assign any or all Council members, including the Mayor, to supervise one or more administrative departments of the City; and
  - 3. may not remove from the Mayor or delegate to a Manager appointed by the Council:
    - a. any of the Mayor's legislative or judicial powers or ceremonial functions;
    - b. the Mayor's position as chair of the Council; or
    - c. any ex officio position that the Mayor holds.
- B. Adopting an ordinance under Subsection A.2.a. removing from or reinstating to the Mayor a power, duty, or function provided for in Section 1.02.020A. requires the affirmative vote of:
  - 1. the Mayor and a majority of all other Council members; or
  - 2. all Council members except the Mayor.
- C.
  - 1. As used in this Subsection C, "interim vacancy period" means the period of time that:
    - a. begins on the day on which a municipal general election described in Utah Code Ann. section 10-3-201 is held to elect a Council member; and
    - b. ends on the day on which the council member-elect begins the Council member's term.
  - 2.
    - a. The Council may not appoint a Manager during an interim vacancy period.
    - b. Notwithstanding Subsection C.2.a.:
      - (1) the Council may appoint an Interim Manager during an interim vacancy period; and
      - (2) the Interim Manager's term shall expire once a new Manager is appointed by the new administration after the interim vacancy period has ended.
    - c. Subsection C.2. does not apply if all the Council members who held office on the day of the municipal general election whose term of office was vacant for the election are re-elected to the Council for the following term.
- D. A Council that appoints a Manager in accordance with this section may not enter into an employment contract that contains an automatic renewal provision with the Manager.
- E. The Council:
  - 1. is the legislative body of the City and exercises the legislative powers and performs the legislative duties and functions of the City;
  - 2. shall pass all resolutions and ordinances, appropriate funds and adopt the annual budget, set all mill levies or taxes, review municipal administration, and perform all duties that may be required by law; and
  - 3. may:
    - a. adopt rules and regulations, not inconsistent with statute, for the efficient administration, organization, operation, conduct, and business of the City;
    - b. prescribe by resolution additional duties, powers, and responsibilities for any elected or appointed municipal official, unless prohibited by statute;
    - c. require by ordinance that any or all appointed officers reside in the City;
    - d. create any office that the council considers necessary for the government of the City;
    - e. provide for filling a vacancy in an elective or appointive office;
    - f. take any action allowed under Utah Code Ann. Section 10-8-84; and

- g. perform any function specifically provided for by statute or necessarily implied by law.

### **1.02.040 Meetings – Procedure and Conduct**

#### A. Regular Meetings:

1. The City Council shall hold regular meetings on the second and fourth Tuesday of each month at City Hall, 1600 East South Weber Drive, South Weber, Utah.
2. Regular Council meetings shall begin promptly at six o'clock p.m., provided that:
  - a. if the meeting date is a legal holiday, then the meeting shall be held at the same time and place described in Subsection A.1. on the next day which is not a legal holiday; and
  - b. the City Council may, by resolution, provide for a different time and place for holding regular meetings of the City Council.

B. Special Meetings: If at any time the business of the City requires a special meeting of the City Council, such meeting may be ordered by the Mayor or any two members of the City Council. The order shall be entered in the minutes of the City Council. The order shall provide at least three hours' notice of the special meeting and notice thereof shall be served by the City Recorder on each member who did not sign the order by delivering the notice personally or by leaving it at the Council member's usual place of abode. The personal appearance by a Council Member at any specially called meeting constitutes a waiver of the notice required in this subsection.

C. Open Meetings: Every meeting is open to the public, unless closed pursuant to Utah Code Annotated Sections 52-4-4 and 52-4-5.

#### D. Quorum:

1. The number of Council members necessary to constitute a quorum is three, excluding the Mayor.
2. No action of the City Council shall be official or of any effect except when a quorum is present. Fewer than a quorum may adjourn from time to time.

#### E. Voting:

1. How Vote Taken: A roll call vote shall be taken and recorded for all ordinances, resolutions and any action which would create a liability against the City and in any other case at the request of any member of the City Council by a "yes" or a "no" vote and shall be recorded. Every resolution or ordinance shall be in writing before the vote is taken.
2. Minimum Vote Required: The minimum number of votes required to pass any ordinance, resolution or to take any action by the City Council, unless otherwise prescribed by law, shall be a majority of the members of the Council, but shall never be less than three.
  - a. Any ordinance, resolution or motion of the Council having fewer favorable votes than three shall be deemed defeated and invalid, except a meeting may be adjourned to a specific time by a majority vote of the City Council even though such majority vote is less than three.
  - b. A majority of the members of the City Council, regardless of number, may fill any vacancy in the City Council.
3. Reconsideration: Any action taken by the City Council shall not be reconsidered or rescinded at any special meeting unless the number of members of the City Council present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

## **1.02.050 Ordinances and Resolutions – Procedures**

- A. Power Exercised by Ordinance: The City Council may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by statute or any other provision of law. An officer of the City shall not be convicted of a criminal offense where the officer relied on or enforced an ordinance the officer reasonably believed to be a valid ordinance. It shall be a defense to any action for punitive damages that the official acted in good faith in enforcing an ordinance or that the officer enforced an ordinance on advice of legal counsel.
- B. Penalty for Violation: Unless otherwise specifically authorized by statute, the City Council may provide a penalty for the violation of any City ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated Section 76-3-301 or by a term of imprisonment up to six months, or by both the fine and term of imprisonment. The City Council may prescribe a minimum penalty for the violation of any City ordinance and may impose a civil penalty for the unauthorized use of City property, including, but not limited to, the use of parks, streets and other public grounds or equipment.
- C. Form of Ordinance: Any ordinance passed by the City Council shall contain and be in substantially the following order and form:
  - 1. a number;
  - 2. a title which indicates the nature of the subject matter of the ordinance;
  - 3. a preamble which states the need or reason for the ordinance;
  - 4. an ordaining clause which states, "Be it ordained by the City of South Weber:";
  - 5. the body or subject of the ordinance;
  - 6. when applicable, a statement indicating the penalty for violation of the ordinance or a reference that the punishment is covered by an ordinance which prescribes the fines and terms of imprisonment for the violation of the City ordinance; or, the penalty may establish a classification of penalties and refer to such ordinance in which the penalty for such violation is established;
  - 7. a statement indicating the effective date of the ordinance or the date when the ordinance shall become effective after publication or posting;
  - 8. a line for the signature of the Mayor or Mayor Pro Tem to sign the ordinance; and
  - 9. a place for the City Recorder to attest the ordinance and affix the seal of the City.
- D. Requirements as to Form; Effective Date:
  - 1. Ordinances passed or enacted by the City Council shall be signed by the Mayor, or if absent, by the Mayor Pro Tempore, or by a quorum of the City Council, and shall be recorded before taking effect. No ordinance shall be void or unlawful by reason of its failure to conform to the provisions of Utah Code Annotated Subsections 10-3-704(1), (2), (3), or (4).
  - 2. Ordinances shall become effective 20 days after publication or posting or 30 days after final passage by the City Council, whichever is closer to the date of final passage, but ordinances may become effective at an earlier or later date after publication or posting if so provided in the ordinance.
- E. Publication and Posting of Ordinances:
  - 1. Before an ordinance may take effect, the City Council adopting an ordinance, except an ordinance enacted under Utah Code Annotated Sections 10-3-706 to 10-3-710, shall deposit a copy of the ordinance in the office of the City Recorder and publish a short summary of the ordinance at least once in a newspaper published within the City, or if there is no newspaper published therein in a newspaper of general circulation with the City; or post a complete copy of the ordinance in three public places within the City.
  - 2. Any ordinance, code, or book, other than the State Code, relating to building or safety standards, City functions, administration, control or regulations, may be adopted and shall

take effect without further publication or posting, if reference is made to the code or book and at least one copy has been filed for use and examination by the public in the office of the City Recorder prior to the adoption of the ordinance by the City Council. Any State law relating to building or safety standards, City functions, administration, control or regulations, may be adopted and shall take effect without further publication or posting if reference is made to the State Code. The ordinance adopting the code or book shall be published in the manner provided in Utah Code Annotated Sections 10-3-709 and 10-3-710.

F. Recording, Numbering and Certification of Passage:

1. The City Recorder shall record, in a book used exclusively for that purpose, all ordinances passed by the City Council. The City Recorder shall give each ordinance a number, if the City Council has not already so done, and shall indicate upon the face of the ordinance the date adopted. Immediately following the passage of each ordinance, or codification of ordinances, the City Recorder shall make or cause to be made a certificate stating the date of passage and of the date of publication or posting, as required. The record and memorandum, or a certified copy thereof, shall be prima facie evidence of the contents, passage, and publication or posting of the ordinance or codification.
2. The City Recorder shall keep all ordinances of a local, private or temporary nature, including franchises, grants, dedication, bond issues and tax levies, in a separate book of "special ordinances" properly indexed and organized according to date adopted. The first number of such an ordinance shall be the last two digits of the year the ordinance is adopted, followed by a dash which is followed by a number indicating the order in which such special ordinance was adopted during the year.
3. Failure to comply with this subsection shall not affect or render invalid any ordinance of the City.

G. Resolutions:

1. Purpose: Unless otherwise required by law, the City Council may exercise all administrative powers by resolution, including, but not limited to establishing water and sewer rates, establishing charges for garbage collection and fees charged for City services, establishing personnel policies and guidelines, and regulating the use and operation of the City property. Punishment, fines or forfeitures may not be imposed by resolution.
2. Form: Any resolution passed by the City Council shall be in a form and contain sections substantially similar to that prescribed for ordinances.
3. Publication; Effective Date: Resolutions may become effective without publication or posting and may take effect on passage or at a later date as the City Council may determine, but resolutions may not become effective more than three months from the date of passage.

H. Public Hearings: The City Council shall not hold a public hearing for resolutions, ordinances, applications, amendments or other agenda items unless specifically required by state law or upon a procedural motion approved by the City Council.

## **1.03 City Manager**

- 1.03.010 Office Created
- 1.03.020 Appointment
- 1.03.030 Term
- 1.03.040 Powers and Duties
- 1.03.050 Role of the City Council
- 1.03.060 Salary
- 1.03.070 Performance Review

### **1.03.010 Office Created**

There is hereby created the office of City Manager of South Weber City, Utah.

### **1.03.020 Appointment**

The appointment of a City Manager shall be by the City Council, including the Mayor. Once appointed, the Mayor shall sign the contract between the City Manager and the City on behalf of the City.

### **1.03.030 Term**

The City Manager shall serve at the pleasure of the City Council, except that the City Council may employ the Manager for a term not to exceed three years. The term of employment may be renewed at any time. Any person serving as Manager may be removed with or without cause by a majority vote of the City Council, including the Mayor.

### **1.03.040 Powers and Duties**

A. The City Manager shall:

1. be the chief administrative officer of the City to whom all employees of the City report;
2. exercise the administrative powers, authority, and duties of the City;
3. carry out the policies and programs established by the Council;
4. report to and coordinate regularly with the Mayor;
5. notify the Mayor and City Council of any emergency existing in any department;
6. attend meetings of the City Council with the right to take part in the discussion but not to vote and may recommend to the City Council for adoption measures deemed necessary or expedient;
7. hire and, when deemed necessary, suspend or remove City employees, except that the City Recorder and the City Treasurer shall be appointed or removed only by the Mayor with the advice and consent of the City Council;
8. direct and supervise the administration of all departments, offices, and agencies of the City except as otherwise provided by law;
9. act as the budget officer for the City and perform or cause to be performed all of the duties of such office as set forth in the Uniform Municipal Fiscal Procedures Act, including the preparation and submittal of the annual budget to the Council;
10. sign all contracts for the City except for deeds, subject to the attest and countersignature of the City Recorder; and



11. perform such other duties as may be required by this Code or by the City Council through ordinance, resolution, or directive.
- B. The City Manager may examine and inspect the books, records, and official papers of any office, department, agency, board of commissions of the City and make investigations and require reports from all personnel.
- C. In the Manager's temporary absence, the Finance Director, City Recorder, or City Treasurer in that order shall exercise the powers and perform the duties of the Manager.

### **1.03.050 Role of the City Council**

Except for the purpose of inquiry, the Council and its members shall deal with the City administration solely through the City Manager. Neither the Council nor any member thereof or the Mayor shall give orders to any subordinate of the City Manager, either publicly or privately.

### **1.03.060 Salary**

The salary of the City Manager shall be set from time to time by resolution of the City Council.

### **1.03.070 Performance Review**

The City Council and Mayor shall review the performance of the City Manager six months after the month the City Manager is hired. After that time, unless there is a concern, the City Manager's performance shall be evaluated annually during November or December when other employee evaluations are conducted. During the review process, the City Council and Mayor may grant a step increase according to the City's compensation scale but the City Manager shall have no legal claim to a step increase.

## **1.04 Officers and Employees**

- 1.04.010 Creating Offices – Filing Vacancies
- 1.04.020 Compensation
- 1.04.030 Officials' Bonds
- 1.04.040 Oaths
- 1.04.050 Official Neglect and Misconduct
- 1.04.060 City Recorder and City Treasurer
- 1.04.070 City Attorney – Prosecutor
- 1.04.080 Private Work Prohibited

### **1.04.010 Creating Offices – Filing Vacancies**

- A. Offices Created by Council: The City Council may create any office deemed necessary for the government of the City and provide for filling vacancies in elective and appointive offices.
- B. Mayor to Appoint and Fill Vacancies: The Mayor, with the advice and consent of the City Council, may appoint and fill vacancies in all offices provided for by law or ordinance.
- C. Continuation in Office: All appointed officers shall continue in office until their successors are appointed and qualified.

### **1.04.020 Compensation**

- A. Established: The City Council shall from time to time enact by resolution the salaries to be paid the employees of the City.
- B. Benefits: In addition to the salary paid the officers and employees of the City, they shall receive the following benefits:
  - 1. the employees' share of the social security tax;
  - 2. vacation and sick leave on such basis as the City Council may from time to time establish by resolution; and
  - 3. State retirement.
- C. Serving in Two or More Positions: Whenever any person serves in two or more positions either as officers or employees of this City, unless otherwise specifically provided in the employment agreement by ordinance or by resolution, that person shall receive the salary or compensation of the office or employment paying the greater amount.
- D. Reimbursement for Travel Expenses: In addition to all other compensation or salaries, any officer or employee of the City may receive, following the submission to the City Recorder of a claim, travel expenses and per diem established by the Utah State Department of Finance for expense actually incurred by the person for attending any meeting, conference, seminar or training session, provided attendance is approved by the City Council.

**1.04.030 Officials' Bonds**

- A. Required: The elected officers of the City before taking office shall execute a bond with good and sufficient sureties, payable to the City in such amounts as are provided in Utah Code Ann. Section 10-3-801 et seq. of the Utah Code Annotated, conditioned for the faithful performance of the duties of the respective officers and the payment of all money received by such officer according to law and the ordinances of the City. All other officers of the City may, by resolution or ordinance, be required to furnish a personal bond with good and sufficient sureties or corporate surety bond payable to the City in such penal sum as the resolution or ordinance may establish, conditioned for the faithful performance of the duties of their office and the payment of all money received by such officers according to law and the ordinances of the City, or such officers may be included within public employee blanket bonds at such amounts as may be determined by the City Council.
- B. Approval of Bonds: The bonds of the Councilmembers shall be approved by the Mayor and the bond of the Mayor shall be approved by the City Council at the first meeting of the City Council in January following a City election.
- C. Premium Paid by City: The premium charged by a corporate surety for any bond required by the City shall be paid by the City.
- D. Additional Bonds: The City Council may at any time require further and additional bonds of any or all officers elected or appointed. All bonds given by the officers, except as otherwise provided by law, shall be filed with the City Recorder, except that the bond of the City Recorder shall be filed with the City Treasurer.
- E. Bond Amounts: The following named City officials shall each give a bond in the following amounts:

Mayor and City Council	\$ 2,500.00
City Treasurer	5% of City's budgeted gross revenue for the previous year but not less than \$300,000
City Recorder	\$ 2,500.00

- F. Treasurer's Bond: The Treasurer's bond shall be superseded by any rule, regulation, or directive of the State Money Management Council when such rule, regulation or directive is binding on the City.

#### **1.04.040 Oaths**

- A. Constitutional Oath of Office: All officers, whether elected or appointed, before entering on the duties of their respective offices shall take, subscribe and file the constitutional oath of office.
- B. Filing: The oath of office required under this Section shall be administered by any judge, notary public or by the City Recorder. Elected officials shall take their oath of office at 12:00 noon on the first Monday in January following their election or as soon thereafter as is practical. Appointed officers shall take their oath at any time before entering on their duties. All oaths of office shall be filed with the City Recorder.
- C. Acts of Officials Not Voided: No official act of any City officer shall be invalid for the reason that he failed to take the oath of office.

#### **1.04.050 Official Neglect and Misconduct**

In case any City officer shall at any time wilfully omit to perform any duty, or wilfully and corruptly be guilty of oppression, malconduct, misfeasance, or malfeasance in office, the person is guilty of a class A misdemeanor, as provided in Utah Code Annotated Section 10-3-826, shall be removed from office, and is not eligible for any City office thereafter.

#### **1.04.060 City Recorder and City Treasurer**

- A. Appointment: On or before the first Monday in February following a City election, the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to each of the offices of City Recorder and City Treasurer.
- B. Ex Officio Auditor: The City Recorder is ex officio the City Auditor and shall perform the duties of that office.

#### **1.04.070 City Attorney – Prosecutor**

The City Attorney or Prosecutor may prosecute violations of City ordinances, and under State law, infractions and misdemeanors occurring within the boundaries of the City and has the same powers in respect to the violations as are exercised by a county attorney, including, but not limited to, granting immunity to witnesses. The City Attorney or Prosecutor shall represent the interests of the State or the City in the appeal of any matter prosecuted in any trial court by the City Attorney or Prosecutor.

#### **1.04.080 Private Work Prohibited**

It shall be unlawful for any employee of the City to authorize or render services or City equipment for use on any private person's property and which is a benefit to such private person, including snow removal, sewer or water line repair, or transporting garbage.

## **1.05 Municipal Elections**

- 1.05.010 Conduct
- 1.05.020 Election – Terms
- 1.05.030 Eligibility and Residency Requirements
- 1.05.040 Primary Election
- 1.05.050 Campaign Finance Disclosure Requirements

### **1.05.010 Conduct**

Elections for Mayor and Council members shall be conducted according to the municipal elections section of Utah Code Annotated Subsections 20A-9-404(1) and (2).

### **1.05.020 Election – Terms**

- A. The election and terms of office of the offices of Mayor and two Council members shall be filled in municipal elections held in 1977. The terms shall be for four years. These offices shall be filled thereafter every four years in municipal elections.
- B. The offices of the other three Council members shall be filled in a municipal election held in 1979. The terms shall be for four years. These offices shall be filled thereafter every four years in municipal elections.
- C. The offices shall be filled in at-large elections which shall be held at the time and the manner provided for electing municipal officers.
- D. Where both two-year and four-year terms are to be filled by election or appointment, the election ballot or appointment shall clearly state which persons are to be elected or appointed to the shorter term and to the longer term.
- E. Vacancies in the office of Mayor or City Council shall be filled as provided in Utah Code Annotated Section 20A-1-510.

### **1.05.030 Eligibility and Residency Requirements**

- A. Declaration of Candidacy: A person may become a candidate for any City office if:
  - 1. the person is a registered voter;
  - 2. the person has resided within the City for the 12 consecutive months immediately before the date of the election; and
  - 3. the person meets the other requirements of Utah Code Annotated Section 20A-9-203.
- B. Annexed Areas: A person living in an area annexed to the City meets the residency requirement of this subsection if that person resided within the area annexed to the City for the 12 consecutive months before the date of the election.
- C. Residency Maintained: Each elected officer of the City shall maintain residency within the boundaries of the City during the term of office.
- D. Residence Outside City: If an elected officer of the City establishes a principal place of residence as provided in Utah Code Annotated Section 20A-2-105 outside of the City during the term of office, the office is automatically vacant.
- E. Continuous Absence from City: If an elected City officer is absent from the City any time during the term of office for a continuous period of more than 60 days without the consent of the City Council, the City office is automatically vacant.

### **1.05.040 Primary Election**

- A. When Required: This section provides for the candidates for Mayor and Council members to be nominated at a primary election if required. A primary election will be held only when the number of candidates filing for an office exceeds twice the number to be elected, such as:
  - 1. when one person to be elected, such as a Mayor, three or more must file to require a primary election;
  - 2. when two Council members are to be elected, five or more must file to require a primary election; and
  - 3. when three Council members are to be elected, seven or more must file to require a primary election.
- B. Placement on Ballot: The candidates nominated at the primary election, plus candidates that were not required to run in the primary are to be placed on the November ballot.

### **1.05.050 Campaign Finance Disclosure Requirements**

- A. Whenever the following words or terms are used in this Chapter, they shall have such meanings herein ascribed to them unless the context makes such meaning repugnant thereto:

CANDIDATE: Any person who files a declaration of candidacy for an elective office of the city; or is nominated by a committee or party; or received contributions or made expenditures or consents to another person receiving contributions or making expenditures with a view to bringing about such person's nominations or election to such office; or causes on his behalf, any written material or advertisement to be printed, published, broadcast, distributed, or disseminated which indicates any intention to see such office.

CONTRIBUTION: Monetary and nonmonetary contributions such as in-kind contributions and contributions of tangible things, but shall not include personal services provided without compensation by individuals volunteering their time on behalf of a candidate.

ELECTION: Both primary and general elections.

EXPENDITURE: A purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value made for the purpose of influencing the nomination or election of any candidate.

- B. Filing of Disclosure Reports: Each candidate for elective offices shall file with the City Recorder dated, signed, and sworn financial reports, which comply with this section.
- C. Time of Filing: The reports required by this section shall be filed at least once seven days before the primary and general municipal elections and at least once 30 days after the municipal election.
- D. Contents of Statements: The statement filed seven days before the election shall include:
  - 1. a list of each contribution of more than \$50 received by the candidate, and name of the donor;
  - 2. an aggregate total of all contributions of \$50 or less received by the candidate; and
  - 3. a list of each expenditure for political purposes made during the campaign period, and the recipient of each expenditure.
- E. The statement filed 30 days after the elections shall include:
  - 1. a list of each contribution of more than \$50 received after the cutoff date for the statement filed seven days before the election, and the name of the donor; and

2. a list of all expenditures for political purposes made by the candidate after the cutoff date for the statement filed seven days before the election, and the recipient of each expenditure.
- F. Public Information: The statements required by this section shall be public documents and shall be available for public inspection and copying during all regular city business hours.
- G. Penalty for Noncompliance: Any candidate who fails to comply with this section is guilty of an infraction.
- H. Severability: If any subsection, sentence, clause or phrase of this section is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declarations shall not affect the validity of the remainder of this section.

## **1.06 Official City Code**

- 1.06.010 Title
- 1.06.020 Acceptance
- 1.06.030 Amendments
- 1.06.040 Code Alterations
- 1.06.050 Incorporation of Statutes
- 1.06.060 Civil Liability

### **1.06.010 Title**

Upon the adoption by the City Council, this City Code is hereby declared to be and shall hereafter constitute the official city code of South Weber City and shall be known and cited as the South Weber City Code. This Code is hereby published by authority of the City Council and shall be supplemented to incorporate the most recent legislation of the City. Any reference to the number of any section contained herein shall be understood to refer to the position of the same number, its appropriate chapter and title heading, and to the general penalty clause relating thereto, as well as to the section itself, when reference is made to this City Code by title in any legal documents.

### **1.06.020 Acceptance**

The City Code as hereby presented in printed form shall hereafter be received without further proof in all courts and in administrative tribunals of this State as the ordinances of the City of general and permanent effect, except the excluded ordinances enumerated in Chapter 1.07 of this Code.

### **1.06.030 Amendments**

Any ordinance amending the City Code shall set forth the title, chapter and section number of the section or sections to be amended, and this shall constitute sufficient compliance with any statutory requirement pertaining to the amendment or revision by ordinance of any part of this City Code. All such amendments or revisions by ordinance shall be immediately forwarded to the codifiers, and the ordinance material shall be prepared for insertion in its proper place in each copy of this City Code. Each replacement page shall be properly identified and inserted in each individual copy of the City Code.

### **1.06.040 Code Alterations**

It shall be deemed unlawful for any person to alter, change, replace or deface in any way any section or any page of this City Code in such a manner that the meaning of any phrase or order may be changed or omitted. Replacement pages may be inserted according to the official instructions when so authorized by the City Council. The City Recorder shall see that the replacement pages are properly inserted in the official copies



maintained in the office of the City Recorder. Any person having custody of a copy of the City Code shall make every effort to maintain the Code current as to the most recent ordinances passed. Such person shall see to the immediate insertion of new or replacement pages when such are delivered or made available to such person through the office of the City Recorder. Code books, while in actual possession of officials and other interested persons, shall be and remain the property of the City and shall be returned to the office of the City Recorder when directed so to do by order of the City Council.

#### **1.06.050 Incorporation of Statutes**

Any reference or citation to any statute shall not be interpreted or construed to include, incorporate or make the citation or statute part of this Code, unless the provisions of this Code specifically include, incorporate or make the citation or statute part of this Code by reference or incorporation, and any such reference or citation not specifically included or incorporated may be changed, amended or deleted without publication on an order of the City Council.

#### **1.06.060 Civil Liability**

No provision of this Code shall create any civil liability on the City, its officers or employees, whether or not the Code imposes mandatory or directional duties and whether or not the City, its officers or employees, perform or do not perform such duties.

#### **1.07 Saving Clause**

- 1.07.010 Repeal of General Ordinances
- 1.07.020 Court Proceedings
- 1.07.030 Severability Clause

#### **1.07.010 Repeal of General Ordinances**

- A. Repealer; Exceptions: All general ordinances of the City passed prior to the adoption of this City Code are hereby repealed, except such as are included in this City Code or are by necessary implication herein reserved from repeal, subject to the saving clauses contained in this chapter, and excluding the following ordinances which are not hereby repealed: tax levy ordinances; appropriation ordinances; ordinances relating to boundaries and annexations; franchise ordinances and other ordinances granting special rights to persons or corporations; contract ordinances and ordinances authorizing the execution of a contract or the issuance of warrants; salary ordinances; fee ordinances; ordinances establishing, naming or vacating streets, alleys or other public places; improvement ordinances; bond ordinances; ordinances relating to elections; ordinances relating to the transfer or acceptance of real estate by or from the City; and all special ordinances.
- B. Effect of Repealing Ordinances: The repeal of the ordinances provided in Subsection 1.07.010A. shall not affect any debt or fee which is accrued, any duty imposed, any penalty incurred, nor any action or proceeding commenced under or by virtue of the ordinances repealed or the term of office of any person holding office at the time these ordinances take effect; nor shall the repeal of any ordinance have the effect of reviving any ordinance heretofore repealed or superseded.

### **1.07.020 Court Proceedings**

- A. Prior Acts: No ordinance shall be construed or held to repeal a former ordinance whether such former ordinance is expressly repealed or not, as to any offense committed against such former ordinance or as to any act done, any penalty, forfeiture or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatever to affect any such offense or act so committed or so done, or any penalty, forfeiture or punishment so incurred or any right accrued or claim arising before the new ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceeding, so far as practicable. If any penalty, forfeiture or punishment may be mitigated by any provision of a new ordinance, such provision may be, by consent of the party affected, applied to any judgment announced after the new ordinance takes effect.
- B. Scope of Section: This section shall extend to all repeals, either by express words or implication, whether the repeal is in the ordinance making any new provisions upon the same subject or in any other ordinance.

### **1.07.030 Severability Clause**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this City Code or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Code, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

## **1.08 Definitions**

- 1.08.010 Construction of Words
- 1.08.020 Definitions – General
- 1.08.030 Headings

### **1.08.010 Construction of Words**

- A. Whenever any word in any section of this Code importing the plural number is used in describing or referring to any matters, parties or persons, any single matter, party or person shall be deemed to be included, although distributive words may not have been used. When any subject matter, party or person is referred to in this Code by words importing the singular number only, or a particular gender, several matters, parties or persons and the opposite gender and bodies corporate shall be deemed to be included; provided, that these rules of construction shall not be applied to any section of this Code which contains any express provision excluding such construction or where the subject matter or context may be repugnant thereto. The use of any verb in the present tense shall include the future and past tense when applicable.
- B. All words and phrases shall be constructed and understood according to the common use and understanding of the language. Technical words and phrases and such other words and phrases as may have acquired a particular meaning in law shall be construed and understood according to such particular meaning.
- C. The word "ordinance" contained in the ordinances of the City has been changed in the content of this Code to "title," "chapter," "section," and "subsection," or words of similar import for

organizational and clarification purposes only. Such changes are not meant to amend passage and effective dates of the original ordinances.

- D. Whenever any act, conduct or offense is prohibited or required and no reference is made to location, unless the context specifically indicates otherwise, the act, conduct or offense prohibited or required shall be within the boundaries of this City.
- E. Any reference made in this Code to a City officer, official, or employee by title only shall be construed as though followed by the words, "of the City of South Weber."

### **1.08.020 Definitions – General**

Whenever the following words or terms are used in this Code, they shall have such meanings herein ascribed to them unless the context makes such meaning repugnant thereto:

**ADMINISTRATIVE DECISION:** The execution of municipal laws, ordinances, rules, regulations, or public policy.

**AGENT:** A person acting on behalf of another with authority conferred, either expressly or by implication.

**BUSINESS:** Includes all activities engaged in within the City carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term business, unless otherwise specifically provided.

**CHIEF OF POLICE or CHIEF LAW ENFORCEMENT OFFICER:** The Davis County sheriff or any deputy of the Davis County sheriff's office assigned to act as chief of police or chief law enforcement officer by the Davis County sheriff.

**CITY:** The City of South Weber, Davis County, Utah.

**CITY COUNCIL:** The City Council of the City of South Weber, Utah.

**CITY RECORDER:** The individual appointed to act as the City Recorder of the City.

**CODE:** The City Code of the City of South Weber, Utah.

**COUNTY:** Davis County, Utah.

**FEE:** A sum of money charged by the City for the carrying on of a business, profession, or occupation.

**HIGHWAY or ROAD:** Includes public bridges and may be equivalent to the words "county way," "county road," "common road," and "state road."

**LEGISLATIVE DECISION:** The creation, amending or altering of municipal laws, ordinances, rules, regulations, or public policy.

**LICENSE:** The permission granted for the carrying on of a business, profession or occupation and includes any certificate, permit or license issued by the City.

**NUISANCE:** Anything offensive to the sensibilities of reasonable persons, or any act or activity creating a hazard which threatens the health and welfare of inhabitants of the City, or any activity which by its

perpetuation can reasonably be said to have a detrimental effect on the property of a person or persons within the community.

**OCCUPANT:** As applied to a building or land, shall include any person who occupies the whole or any part of such building or land whether alone or with others.

**OFFENSE:** Any act forbidden by any provision of this Code or the omission of any act required by the provisions of this Code.

**OFFICERS or OFFICIALS:** Any elected or appointed person employed by the City, unless the context clearly indicates otherwise.

**OPERATOR:** The person who is in charge of any operation, business, or profession.

**OWNER:** As applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land.

**PERSON:** Any public or private corporation, firm, partnership, association, organization, government, or any other group acting as a unit, as well as a natural person.

**PERSONAL PROPERTY:** Shall include every description of money, goods, chattels, effects, evidence of rights in action and all written instruments by which any pecuniary obligation, right, or title to property is created, acknowledged, transferred, increased, defeated, discharged, or diminished, and every right or interest therein.

**PROPERTY:** Includes both real and personal property.

**REASONABLE TIME:** In all cases where any ordinance requires that an act be done in a reasonable time or that reasonable notice be given, such reasonable time for such notice shall be deemed to mean such time as may be necessary for the expeditious performance of such duty or compliance with such notice.

**RETAILER:** Unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or things direct to the consumer.

**RIGHT OF WAY:** The privilege of the immediate use of the roadway or other property.

**STATE:** The state of Utah.

**STREET:** Includes alleys, lanes, courts, boulevards, public ways, public squares, sidewalks, gutters and culverts, crosswalks, and intersections.

**TENANT:** As applied to a building or land, shall include any person who occupies the whole or any part of such building or land, whether alone or with others.

**TIME COMPUTED:** The time within which an act is to be done as provided in any ordinance or in any resolution or order of the City, when expressed in days, shall be determined by excluding the first day and including the last day, except if the last day be a Sunday or a legal holiday, then the last day shall be the day next following such Sunday or legal holiday which is not a Sunday or legal holiday. When time is expressed in hours, Sunday and all legal holidays shall be excluded.

**WEEK:** Shall be construed to mean any seven-day period.

WHOLESALE or WHOLESALE DEALER: Unless otherwise specifically defined, relates to the sale of goods, merchandise, articles, or things to persons who purchase for the purpose of resale.

WRITTEN or IN WRITING: May include printing and any other mode of representing words and letters, but when the written signature of any person is required by law to any official or public writing or bond, it shall be in the proper handwriting of such person, or in case such person is unable to write, by such person's proper mark.

### **1.08.030 Headings**

The headings of the several sections of this Code are intended as mere catchwords to indicate the content of the title, chapter, or section and shall not be deemed or taken to be titles of such sections, nor be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any division thereof, nor unless expressly so provided, shall they be so deemed when any of such sections, including the headings, are amended or reenacted.

## **1.09 General Penalty**

- 1.09.010 Sentencing
- 1.09.020 Offenses Designated – Classified
- 1.09.030 Administrative Remedies

### **1.09.010 Sentencing**

- A. Penalty for Violation of Ordinance: Unless otherwise specifically authorized by State statute, the City Council may provide a penalty for the violation of any City ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated Section 76-3-301, or by a term of imprisonment up to six months, or by both the fine and term of imprisonment. The City Council may prescribe a minimum penalty for the violation of any City ordinance and may impose a civil penalty for the unauthorized use of City property, including, but not limited to, the use of parks, streets and other public grounds or equipment.
- B. Term of Imprisonment for Misdemeanors: A person who has been convicted of a misdemeanor may be sentenced to imprisonment as follows:
  1. in the case of a class B misdemeanor, for a term not exceeding six months;
  2. in the case of a class C misdemeanor, for a term not exceeding 90 days.
- C. Infractions:
  1. A person convicted of an infraction may not be imprisoned but may be subject to a fine, forfeiture, and disqualification, or any combination.
  2. Whenever a person is convicted of an infraction and no punishment is specified, the person may be fined as for a class C misdemeanor.
- D. Fines of Persons: A person convicted of an offense may, in addition to any term of imprisonment imposed, be sentenced to pay a fine not to exceed:
  1. \$1,000 when the conviction is of a class B misdemeanor conviction; and
  2. \$750 when the conviction is of a class C misdemeanor conviction or infraction conviction.
- E. Fines of Corporations: The sentence to pay a fine, when imposed upon a corporation, association, partnership or governmental instrumentality for an offense defined in this Code, or the ordinances of the City, or for an offense defined outside of this Code over which this City has jurisdiction, for

which no special corporate fine is specified, shall be to pay an amount fixed by the court, not exceeding:

1. \$5,000 when the conviction is for a class B misdemeanor conviction; and
2. \$1,000 when the conviction is for a class C misdemeanor conviction or for an infraction conviction.

### **1.09.020 Offenses Designated – Classified**

A. Sentencing:

1. A person adjudged guilty of an offense under this Code or the ordinances of this City shall be sentenced in accordance with the provisions of this Chapter.
2. Ordinances enacted after the effective date of this Code which involve an offense shall be classified for sentencing purposes in accordance with this Chapter, unless otherwise expressly provided.

B. Designation of Offenses: Offenses are designated as misdemeanors or infractions.

C. Misdemeanors Classified:

1. Misdemeanors are classified into two categories:
  - a. class B misdemeanors; and
  - b. class C misdemeanors.
2. An offense designated as a misdemeanor or any act prohibited or declared to be unlawful in this Code or any ordinance of this City when no other specification as to punishment or category is made, shall be a class B misdemeanor.

D. Infractions:

1. Infractions are not classified.
2. Any offense which is made an infraction in this Code or other ordinances of this City, or which is expressly designated an infraction and any offense designated by this Code or other ordinances of this City which is not designated as a misdemeanor and for which no penalty is specified is an infraction.

E. Continuing Violation: In all instances where the violation of this Code or any ordinance enacted is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues to occur.

### **1.09.030 Administrative Remedies**

A. Hearing Request: Unless otherwise specifically provided in any ordinance of the City or any code adopted by reference, a hearing before the City Council may be requested by any person:

1. who is denied or refused a permit or license by any officer, agent or employee of this City; or
2. whose permit or license is revoked, restricted, qualified or limited from that for which it was first issued.

B. Form of Request: The request for hearing must be made in writing to the Mayor, City Manager, or City Recorder and made within 30 days following the date the notice denying, refusing, revoking, restricting, qualifying, or limiting the license or permit is made.

C. Procedure:

1. Time and Place: Following receipt of a request for hearing, the City Council shall inform the person requesting a hearing of the time and place the hearing is to be held.
2. Witnesses; Evidence: At the hearing, the aggrieved party shall have the right to hear and examine any witnesses the City may produce to support its decision and to present evidence in support of the aggrieved party's contention.



3. Decision of City Council: The City Council shall, within ten days following the conclusion of the hearing, inform in writing the person who requested the hearing of the decision of the City Council.
- D. Not Additional Remedy: This section shall not be construed so as to afford any aggrieved party more than one hearing before the City Council, nor shall the hearing provided in this section apply to any criminal complaint or proceeding.

# 1 Administration

- 1.01 General City Provisions
- 1.01 Official City Code
- 1.02 Saving Clause
- 1.03 Definitions
- 1.04 General Penalty
- 1.052 Mayor and City Council
- 1.03 City Manager
- 1.064 Officers and Employees
- 1.057 Municipal Elections
- 1.08 City Manager, 1.046 Official City Code
- 1.07 Saving Clause
- 1.08 Definitions
- 1.09 General Penalty

## 1.01 General City Provisions

- 1.1.010 Incorporation – Classification
- 1.1.020 City Seal

### 1.1.010 Incorporation – Classification

The Town of South Weber was incorporated in 1938 as a political subdivision of the state of Utah and on March 16, 1971 with a population of 1,073 became a third class city. Under reclassification by the state of Utah in 2003, South Weber City, having a population of 1,000 or more but less than 10,000, became a city of the fifth class. The City may be referred to as South Weber City or the City of South Weber, and is a municipal corporation and a political subdivision of the state of Utah.

### 1.1.020 City Seal

The corporate seal of South Weber City, established and declared to be the official seal of the City, is circular in form with the City's logo of mountains, river, and trees in the middle of the seal, and around the edge the words, "South Weber City \* 1971 \* Davis County, Utah \* 1938 \*."

## 1.01 Official City Code

- 1.01.010 Title
- 1.01.020 Acceptance
- 1.01.030 Amendments
- 1.01.040 Code Alterations
- 1.01.050 Incorporation Of Statutes
- 1.01.060 Civil Liability

### 1.01.010 Title

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~~Upon the adoption by the City Council, this City Code is hereby declared to be and shall hereafter constitute the Official City Code of South Weber. This City Code of ordinances shall be known and cited as the SOUTH WEBER CITY CODE and is hereby published by authority of the City Council and shall be supplemented to incorporate the most recent legislation of the City as provided in SWMC 1.01.030. Any reference to the number of any section contained herein shall be understood to refer to the position of the same number, its appropriate chapter and title heading, and to the general penalty clause relating thereto, as well as to the section itself, when reference is made to this City Code by title in any legal documents.~~

~~Adopted by Ord. 1989 Code § 1-001 on 1/1/1989~~

~~Amended by Ord. 1998 Code on 1/1/1998~~

#### **1.01.020 Acceptance**

~~The City Code, as hereby presented in printed form, shall hereafter be received without further proof in all courts and in administrative tribunals of this State as the ordinances of the City of general and permanent effect, except the excluded ordinances enumerated in SWMC 1.02.010.~~

~~Adopted by Ord. 1998 Code on 1/1/1998~~

#### **1.01.030 Amendments**

~~Any ordinance amending the City Code shall set forth the title, chapter and section number of the section or sections to be amended, and this shall constitute sufficient compliance with any statutory requirement pertaining to the amendment or revision by ordinance of any part of this City Code. All such amendments or revisions by ordinance shall be immediately forwarded to the codifiers, and the said ordinance material shall be prepared for insertion in its proper place in each copy of this City Code. Each such replacement page shall be properly identified and shall be inserted in each individual copy of the City Code.~~

~~Adopted by Ord. 1998 Code on 1/1/1998~~

#### **1.01.040 Code Alterations**

~~It shall be deemed unlawful for any person to alter, change, replace or deface in any way any section or any page of this City Code in such a manner that the meaning of any phrase or order may be changed or omitted. Replacement pages may be inserted according to the official instructions when so authorized by the City Council. The City Recorder shall see that the replacement pages are properly inserted in the official copies maintained in the office of the City Recorder. Any person having custody of a copy of the City Code shall make every effort to maintain said Code current as to the most recent ordinances passed. Such person shall see to the immediate insertion of new or replacement pages when such are delivered or made available to such person through the office of the City Recorder. Said Code books, while in actual possession of officials and other interested persons, shall be and remain the property of the City and shall be returned to the office of the City Recorder when directed so to do by order of the City Council.~~

~~Adopted by Ord. 1998 Code on 1/1/1998~~

#### **1.01.050 Incorporation Of Statutes**

~~Any reference or citation to any statute shall not be interpreted or construed to include, incorporate or make the citation or statute part of this Code, unless the provisions of this Code specifically include, incorporate or make the citation or statute part of this Code by reference or incorporation, and any such reference or~~

~~citation not specifically included or incorporated may be changed, amended or deleted without publication on an order of the City Council.~~

~~Adopted by Ord. 1989 Code § 1-009 on 1/1/1989~~

~~**1.01.060 Civil Liability**~~

~~None of the provisions of this Code shall create any civil liability on the City, its officers or employees, whether or not the Code imposes mandatory or directional duties and whether or not the City, its officers or employees, perform or do not perform such duties.~~

~~Adopted by Ord. 1989 Code § 1-501 on 1/1/1989~~

**1.02 Saving Clause**

- ~~• **1.02.010 Repeal Of General Ordinances**~~
- ~~• **1.02.020 Public Ways And Public Utility Ordinances**~~
- ~~• **1.02.030 Court Proceedings**~~
- ~~• **1.02.040 Severability Clause**~~

**1.02.010 Repeal Of General Ordinances**

- ~~A. Repealer; Exceptions: All general ordinances of the City passed prior to the adoption of this City Code are hereby repealed, except such as are included in this City Code or are by necessary implication herein reserved from repeal (subject to the saving clauses contained in the following sections), and excluding the following ordinances which are not hereby repealed: tax levy ordinances; appropriation ordinances; ordinances relating to boundaries and annexations; franchise ordinances and other ordinances granting special rights to persons or corporations; contract ordinances and ordinances authorizing the execution of a contract or the issuance of warrants; salary ordinances; fee ordinances; ordinances establishing, naming or vacating streets, alleys or other public places; improvement ordinances; bond ordinances; ordinances relating to elections; ordinances relating to the transfer or acceptance of real estate by or from the City; and all special ordinances.~~
- ~~B. Effect Of Repealing Ordinances: The repeal of the ordinances provided in subsection A of this Section, shall not affect any debt or fee which is accrued, any duty imposed, any penalty incurred, nor any action or proceeding commenced under or by virtue of the ordinances repealed or the term of office of any person holding office at the time these ordinances take effect; nor shall the repeal of any ordinance have the effect of reviving any ordinance heretofore repealed or superseded.~~

~~Adopted by Ord. 1989 Code § 1-002 on 1/1/1989  
Amended by Ord. 1998 Code on 1/1/1998~~

**1.02.020 Public Ways And Public Utility Ordinances**

~~No ordinance relating to railroad crossings with streets and other public ways, or relating to the conduct, duties, service or rates of public utilities shall be repealed by virtue of the adoption of this City Code or by virtue of the preceding Section, excepting as the City Code may contain provisions for such matters, in which case, this City Code shall be considered as amending such ordinance or ordinances in respect to such provisions only.~~

~~Adopted by Ord. 1989 Code § 1-003 on 1/1/1989~~

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**1.02.030 Court Proceedings**

- A. ~~Prior Acts: No new ordinance shall be construed or held to repeal a former ordinance whether such former ordinance is expressly repealed or not, as to any offense committed against such former ordinance or as to any act done, any penalty, forfeiture or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatever to affect any such offense or act so committed or so done, or any penalty, forfeiture or punishment so incurred or any right accrued or claim arising before the new ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceeding, so far as practicable. If any penalty, forfeiture or punishment may be mitigated by any provision of a new ordinance, such provision may be, by consent of the party affected, applied to any judgment announced after the new ordinance takes effect.~~
- B. ~~Scope Of Section: This Section shall extend to all repeals, either by express words or implication, whether the repeal is in the ordinance making any new provisions upon the same subject or in any other ordinance.~~
- C. ~~Actions Now Pending: Nothing contained in this Chapter shall be construed as abating any action now pending under or by virtue of any general ordinance of the City herein repealed, and the provisions of all general ordinances contained in this Code shall be deemed to be continuing provisions and not a new enactment of the same provisions; nor shall this Chapter be deemed as discontinuing, abating, modifying or altering any penalty accrued or to accrue, or as affecting the liability of any person, firm or corporation, or as waiving any right of the City under any ordinance or provision thereof in force at the time of the adoption of this City Code.~~

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*Adopted by Ord. 1998 Code on 1/1/1998*

**1.02.040 Severability Clause**

~~If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this City Code or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Code, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.~~

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*Adopted by Ord. 1989 Code § 1-007 on 1/1/1989*

*Amended by Ord. 1998 Code on 1/1/1998*

**1.03 Definitions**

- ~~1.03.010 Construction Of Words~~
- ~~1.03.020 Definitions, General~~
- ~~1.03.030 Catchlines~~

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**1.03.010 Construction Of Words**

- A. ~~Whenever any word in any section of this code importing the plural number is used in describing or referring to any matters, parties or persons, any single matter, party or person shall be deemed to be included, although distributive words may not have been used. When any subject matter, party or person is referred to in this code by words importing the singular number only, or a particular gender, several matters, parties or persons and the opposite gender and bodies corporate shall be~~

~~deemed to be included; provided, that these rules of construction shall not be applied to any section of this code which contains any express provision excluding such construction or where the subject matter or context may be repugnant thereto. The use of any verb in the present tense shall include the future and past tense when applicable~~

~~B. All words and phrases shall be constructed and understood according to the common use and understanding of the language; the technical words and phrases and such other words and phrases as may have acquired a particular meaning in law shall be construed and understood according to such particular meaning.~~

~~C. The word "ordinance" contained in the ordinances of the city has been changed in the content of this code to "title", "chapter", "section" and/or "subsection" or words of like import for organizational and clarification purposes only. Such change to the city's ordinances is not meant to amend passage and effective dates of such original ordinances.~~

~~D. Whenever any act, conduct or offense is prohibited or required and no reference is made to location, unless the context specifically indicates otherwise, the act, conduct or offense prohibited or required shall be within the boundaries of this City.~~

~~E. Any reference made in this Code to a City officer, official, or employee by title only shall be construed as though followed by the words, "of the City of South Weber."~~

*Adopted by Ord. 1998 Code on 1/1/1998*

#### 1.03.020 Definitions, General

~~Whenever the following words or terms are used in this code, they shall have such meanings herein ascribed to them, unless the context makes such meaning repugnant thereto:~~

~~ADMINISTRATIVE DECISION: The execution of municipal laws, ordinances, rules, regulations or public policy. AGENT: A person acting on behalf of another with authority conferred, either expressly or by implication.~~

~~BUSINESS: Includes all activities engaged in within the city carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term business, unless otherwise specifically provided.~~

~~CHIEF OF POLICE AND CHIEF LAW ENFORCEMENT OFFICER: Davis County sheriff or any deputy of the Davis County sheriff assigned to act as chief of police or chief law enforcement officer by the Davis County sheriff.~~

~~CITY: The city of South Weber, Davis County, Utah.~~

~~CITY COUNCIL: Unless otherwise indicated, the city council of the city of South Weber, Utah.~~

~~CITY RECORDER: The individual appointed to act as the city recorder of the city.~~

~~CODE: The city code of the city of South Weber, Utah.~~

~~COUNTY: Davis County, Utah.~~

~~EMPLOYEES: Whenever reference is made in this code to a city employee by title only, this shall be construed as though followed by the words "of the city of South Weber".~~

~~FEE: A sum of money charged by the city for the carrying on of a business, profession or occupation.~~

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~~GENDER: A word importing either the masculine or feminine gender only shall extend and be applied to the other gender and to persons.~~

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~~HIGHWAY; ROAD: Includes public bridges, and may be equivalent to the words "county way", "county road", "common road", and "state road".~~

~~LEGISLATIVE DECISION: The creation, amending or altering of municipal laws, ordinances, rules, regulations or public policy.~~

~~LICENSE: The permission granted for the carrying on of a business, profession or occupation. The term "license" includes any certificate, permit or license issued by the city.~~

~~LOCATION: Whenever any act, conduct or offense is prohibited or required and no reference is made to location, unless the context specifically indicates otherwise, the act, conduct or offense prohibited or required shall be within the boundaries of this city.~~

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~~NUISANCE: Anything offensive to the sensibilities of reasonable persons, or any act or activity creating a hazard which threatens the health and welfare of inhabitants of the city, or any activity which by its perpetuation can reasonably be said to have a detrimental effect on the property of a person or persons within the community.~~

~~OCCUPANT OR TENANT: As applied to a building or land, shall include any person who occupies the whole or any part of such building or land whether alone or with others.~~

~~OFFENSE: Any act forbidden by any provision of this code or the omission of any act required by the provisions of this code.~~

~~OFFICERS OR OFFICIALS: Any elected or appointed person employed by the city, unless the context clearly indicates otherwise. Whenever reference is made in this code to a city officer or official by title only, this shall be construed as though followed by the words "of the city of South Weber".~~

~~OPERATOR: The person who is in charge of any operation, business or profession.~~

~~OWNER: As applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land.~~

~~PERSON: Any public or private corporation, firm, partnership, association, organization, government or any other group acting as a unit, as well as a natural person.~~

~~PERSONAL PROPERTY: Shall include every description of money, goods, chattels, effects, evidence of rights in action and all written instruments by which any pecuniary obligation, right or title to property is created, acknowledged, transferred, increased, defeated, discharged or diminished and every right or interest therein.~~

~~PROPERTY: Includes both real and personal property.~~

~~REASONABLE TIME: In all cases where any ordinance requires that an act be done in a reasonable time or that reasonable notice be given, such reasonable time for such notice shall be deemed to mean such time as may be necessary for the expeditious performance of such duty or compliance with such notice.~~

~~RETAILER: Unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or things direct to the consumer.~~

~~RIGHT OF WAY: The privilege of the immediate use of the roadway or other property.~~  
~~STATE: The state of Utah.~~

~~STREET: Includes alleys, lanes, courts, boulevards, public ways, public squares, public places, sidewalks, gutters and culverts, crosswalks and intersections.~~

~~TENANT OR OCCUPANT: As applied to a building or land, shall include any person who occupies the whole or any part of such building or land, whether alone or with others.~~

~~TIME COMPUTED: The time within which an act is to be done as provided in any ordinance or in any resolution or order of the city, when expressed in days, shall be determined by excluding the first day and including the last day, except if the last day be a Sunday or a legal holiday, then the last day shall be the day next following such Sunday or legal holiday which is not a Sunday or legal holiday. When time is expressed in hours, Sunday and all legal holidays shall be excluded.~~

~~WEEK: Shall be construed to mean any seven (7) day period.~~

~~WHOLESALE: The terms "wholesaler" and "wholesale dealer" as used in this code, unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or things to persons who purchase for the purpose of resale.~~

~~WRITTEN, IN WRITING: May include printing and any other mode of representing words and letters, but when the written signature of any person is required by law to any official or public writing or bond, it shall be in the proper handwriting of such person, or in case such person is unable to write, by such person's proper mark.~~

*Adopted by Ord. 1989 Code § 1-005 on 1/1/1989*  
*Amended by Ord. 1998 Code on 1/1/1998*  
*Amended by Ord. 2006-01 on 2/14/2006*

**1.03.030 Catchlines**

The catchlines of the several sections of this code are intended as mere catchwords to indicate the content of the section and shall not be deemed or taken to be titles of such sections, nor be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any division or section hereof, nor unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or reenacted.

*Adopted by Ord. 1989 Code § 1-006 on 1/1/1989*  
*Amended by Ord. 1998 Code on 1/1/1998*

**1.04 General Penalty**

- ~~• 1.04.010 Sentencing~~
- ~~• 1.04.020 Offenses Designated; Classified~~
- ~~• 1.04.030 Administrative Remedies~~

**1.04.010 Sentencing**

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- A. ~~Penalty For Violation Of Ordinance: Unless otherwise specifically authorized by statute, the City Council may provide a penalty for the violation of any City ordinance by a fine not to exceed the maximum Class B misdemeanor fine under Utah Code Annotated section 76-3-301, or by a term of imprisonment up to six (6) months, or by both the fine and term of imprisonment. The City Council may prescribe a minimum penalty for the violation of any City ordinance and may impose a civil penalty for the unauthorized use of City property, including, but not limited to, the use of parks, streets and other public grounds or equipment. Rules of civil procedure shall be substantially followed.~~
- B. ~~Term Of Imprisonment For Misdemeanors: A person who has been convicted of a misdemeanor may be sentenced to imprisonment as follows:
 
  - 1. ~~In the case of a Class B misdemeanor, for a term not exceeding six (6) months;~~
  - 2. ~~In the case of a Class C misdemeanor, for a term not exceeding ninety (90) days.~~~~
- C. ~~Infractions:
 
  - 1. ~~A person convicted of an infraction may not be imprisoned but may be subject to a fine, forfeiture, and disqualification, or any combination.~~
  - 2. ~~Whenever a person is convicted of an infraction and no punishment is specified, the person may be fined as for a Class C misdemeanor.~~~~
- D. ~~Fines Of Persons: A person convicted of an offense may, in addition to any term of imprisonment imposed, be sentenced to pay a fine not to exceed:
 
  - 1. ~~One thousand dollars (\$1,000.00) when the conviction is of a Class B misdemeanor conviction; and~~
  - 2. ~~Seven hundred fifty dollars (\$750.00) when the conviction is of a Class C misdemeanor conviction or infraction conviction.~~~~
- E. ~~Fines Of Corporations: The sentence to pay a fine, when imposed upon a corporation, association, partnership or governmental instrumentality for an offense defined in this Code, or the ordinances of the City, or for an offense defined outside of this Code over which this City has jurisdiction, for which no special corporate fine is specified, shall be to pay an amount fixed by the court, not exceeding:
 
  - 1. ~~Five thousand dollars (\$5,000.00) when the conviction is for a Class B misdemeanor conviction; and~~
  - 2. ~~One thousand dollars (\$1,000.00) when the conviction is for a Class C misdemeanor conviction or for an infraction conviction.~~~~

*Adopted by Ord. 1989 Code §§ 1-322, 1-323, 1-331, 1-332 on 1/1/1989  
Amended by Ord. 1998 Code on 1/1/1998*

**1.04.020 Offenses Designated; Classified**

- A. ~~Sentencing In Accordance With Chapter:
 
  - 1. ~~A person adjudged guilty of an offense under this Code or the ordinances of this City shall be sentenced in accordance with the provisions of this Chapter.~~
  - 2. ~~Ordinances enacted after the effective date of this Code which involve an offense should be classified for sentencing purposes in accordance with this Chapter, unless otherwise expressly provided.~~~~
- B. ~~Designation Of Offenses: Offenses are designated as misdemeanors or infractions.~~
- C. ~~Misdemeanors Classified:
 
  - 1. ~~Misdemeanors are classified into two (2) categories:
 
    - a. ~~Class B misdemeanors;~~
    - b. ~~Class C misdemeanors.~~~~~~

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~~2.—An offense designated as a misdemeanor or any act prohibited or declared to be unlawful in this Code or any ordinance of this City when no other specification as to punishment or category is made, is a Class B misdemeanor.—~~

~~D.—Infractions:~~

~~1.—Infractions are not classified.~~

~~2.—Any offense which is made an infraction in this Code or other ordinances of this City, or which is expressly designated an infraction and any offense designated by this Code or other ordinances of this City which is not designated as a misdemeanor and for which no penalty is specified is an infraction.—~~

~~E.—Continuing Violation: In all instances where the violation of this Code or any ordinance hereinafter enacted is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues to occur.~~

*Adopted by Ord. 1989 Code §§ 1-311, 1-312, 1-313 on 1/1/1989*

*Amended by Ord. 1998 Code on 1/1/1998*

**1.04.030 Administrative Remedies**

~~A.—Hearing Request: Unless otherwise specifically provided in any ordinance of the City or any code adopted by reference, a hearing before the City Council may be requested by any person:~~

- ~~1.—Who is denied or refused a permit or license by any officer, agent or employee of this City.~~
- ~~2.—Whose permit or license is revoked, restricted, qualified or limited from that for which it was first issued.—~~

~~B.—Form Of Request: The request for hearing must be made in writing to the Mayor or City Recorder and made within thirty (30) days following the date notice denying, refusing, revoking, qualifying or restricting the license or permit is mailed by the City to the applicant or license holder at his address as it appears on the application or license.—~~

~~C.—Procedure:~~

- ~~1.—Time And Place: Following receipt of a request for hearing, the City Council shall inform the person requesting a hearing of the time and place the hearing is to be held.~~
- ~~2.—Witnesses; Evidence: At the hearing, the aggrieved party shall have the right to hear and examine any witnesses the City may produce to support its decision and to present his own evidence in support of his contention.~~
- ~~3.—Decision Of City Council: The City Council shall, within ten (10) days following the conclusion of the hearing, in writing, inform the person who requested the hearing of the decision of the City Council.—~~

~~D.—Not Additional Remedy: This Section shall not be construed so as to afford any aggrieved party more than one hearing before the City Council, nor shall the hearing provided in this Section apply to any criminal complaint or proceeding.~~

*Adopted by Ord. 1989 Code §§ 1-411, 1-412, 1-413, 1-414 on 1/1/1989*

**1.052 Mayor and City Council**

- 1.02.010 City Government Powers Vested in a Six-Member Council
- 1.052.020 Mayor – Mayor Pro Tempore
- 1.02.030 Council Membership Terms
- 1.05.040 Municipal Administration
- 1.052.0450 Meetings – Procedure and Conduct

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- ~~1.052.0560~~ Ordinances ~~And Resolutions~~ Procedures

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### 1.02.010 City Government Powers Vested in a Six-Member Council

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The powers of municipal government in South Weber City, which operates under a six-member council form of government, are vested in a council consisting of six members, one of which is a mayor.

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### 1.05.010 Eligibility And Residency Requirements

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- A. ~~Declaration Of Candidacy: A person filing a declaration of candidacy for a City office shall:~~
  - 1. ~~Have been a resident of the City for at least one year immediately before the date of the election; and~~
  - 2. ~~Meet the other requirements of Utah Code Annotated section 20A-9-203.~~
- B. ~~Annexed Areas: A person living in an area annexed to the City meets the residency requirement of this subsection if that person resided within the area annexed to the City for at least one year before the date of the election.~~
- C. ~~Registered Voter: Any person elected to City office shall be a registered voter in the City.~~
- D. ~~Residency Maintained: Each elected officer of the City shall maintain residency within the boundaries of the City during his term of office.~~
- E. ~~Residence Outside City: If an elected officer of the City establishes his principal place of residence as provided in Utah Code Annotated section 20A-2-105, outside of the City during his term of office, the office is automatically vacant.~~
- F. ~~Continuous Absence From City: If an elected City officer is absent from the City any time during his term of office for a continuous period of more than sixty (60) days without the consent of the City Council, the City office is automatically vacant.~~

~~Adopted by Ord. 1989 Code § 3-301 on 1/1/1989~~

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~~Amended by Ord. 1998 Code on 1/1/1998~~

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### 1.02.020 Mayor – Mayor Pro Tempore

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#### A. The Mayor:

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- 1. is the chief executive officer of the City to whom the City Manager shall report;
- 2. shall:
  - a. keep the peace and enforce the laws of the City;
  - b. ensure that all applicable statutes and City ordinances and resolutions are faithfully executed and observed;
  - c. if the Mayor remits a fine or forfeiture under Subsection A.3, report the remittance to the Council at the Council's next meeting after the remittance;
  - d. perform all duties prescribed by State statute or City ordinance or resolution;
  - e. report to the Council the condition and needs of the City; and
  - f. report to the Council any release granted under Subsection A.3.d;
  - g. execute all deeds on behalf of the City; and
- 3. may:
  - a. recommend for Council consideration any measure that the Mayor considers to be in the best interests of the City;
  - b. remit fines and forfeitures;
  - c. if necessary, call on residents of the City over the age of 21 years to assist in enforcing the laws of the state and ordinances of the City;
  - d. release a person imprisoned for a violation of a City ordinance;

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- e. with the Council's advice and consent:
  - (1) assign or appoint a member of the Council to administer one or more departments of the City; and
  - (2) appoint a person to fill a City office or a vacancy on a commission or committee of the City; and
- f. at any reasonable time, examine and inspect the official books, papers, records, or documents of the City or any officer, employee, or agency of the City;

**B. The Mayor:**

- 1. is, except as provided in Subsection B.2., a nonvoting member of the council;
- 2. votes as a voting member of the Council;
  - a. on each matter for which there is a tie vote of the other Council members present at a Council meeting; or
  - b. when the Council is voting on:
    - (1) whether to appoint or dismiss a City Manager; or
    - (2) or an ordinance that enlarges or restricts the Mayor's powers, duties, or functions;
- 3. is the chair of the Council and presides at all council meetings;
- 4. exercises ceremonial functions for the City;
- 5. may not veto an ordinance, tax levy, or appropriation passed by the Council;
- 6. may, within budget constraints, appoint one or more administrative assistants to the Mayor.

**C. If the Mayor is absent or unable or refuses to act, the Council may elect a member of the Council as Mayor Pro Tempore to preside at a Council meeting and perform, during the Mayor's absence, disability, or refusal to act, the duties and functions of Mayor.**

**D. The City Recorder shall enter in the minutes of the Council meeting the election of a Council member as Mayor Pro Tempore under Subsection C.**

~~Administration Vested In Mayor: The administrative powers, authority and duties are vested in the Mayor.~~

~~B. Presiding Officer: Mayor Pro Tempore: The Mayor shall be the chairperson and preside at the meetings of the City Council. In the absence of the Mayor or because of his inability or refusal to act, the City Council may elect a member of the City Council to preside over the meeting as Mayor Pro Tempore, who shall have all the powers and duties of the Mayor during his absence or disability. The election of a Mayor Pro Tempore shall be entered in the minutes of the meeting.~~

~~Voting: No Vote Except In Tie: The Mayor shall not vote, except in the case of a tie vote of the City Council.~~

~~Powers And Duties: The Mayor shall:~~

- ~~Be the chief executive officer to whom all employees of the City shall report;~~
- ~~Keep the peace and enforce the laws of the City;~~
- ~~Remit fines and forfeitures and may release any person imprisoned for violation of any City ordinance;~~
- ~~Report such remittance or release to the City Council at its next regular session;~~
- ~~Perform all duties prescribed by law, resolution or ordinance;~~
- ~~Ensure that all the laws and ordinances and resolutions are faithfully executed and observed;~~
- ~~May at any reasonable time examine and inspect the books, papers, records or documents of the City or of any officer, employee or agent of the City;~~
- ~~Report to the City Council the condition of the City and recommend for City Council consideration any measures as deemed to be in the best interests of the City;~~
- ~~When necessary, call on the residents of the City over the age of twenty one (21) years to assist in enforcing the laws of the State and ordinances of the City; and~~

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~~—Appoint, with the advice and consent of the City Council, persons to fill City offices or vacancies on commissions or committees of the City.~~

~~—No Veto: The Mayor shall have no power to veto any act of the City Council, unless otherwise specifically authorized by statute.~~

~~Adopted by Ord. 1989 Code §§ 3-402, 3-403, 3-404, 3-808, 3-809 on 1/1/1989~~

~~Amended by Ord. 1998 Code on 1/1/1998~~

**1.025.0230 Council Membership; Terms**

- A. The City Council:
1. exercises any executive or administrative power and performs or supervises the performance of any executive or administrative duty or function that:
    - a. has not been given to the Mayor under Section 1.025.020A or,
    - b. has been given to the Mayor under Section 1.025.020A but is removed from the Mayor under Subsection A.2.a.(1);
  2. may:
    - a. subject to Subsections A.3. and B., adopt an ordinance:
      - ~~(+) removing from the Mayor any power, duty, or function of the Mayor under Section 1.025.020A; or~~
      - (1)
      - (2) reinstating to the Mayor any power, duty, or function previously removed under Subsection A.2.a.(1).
    - b. adopt an ordinance delegating to the Mayor any executive or administrative power, duty, or function that the Council has under Subsection A;
    - c. subject to Subsection 1.025.020B.2.b.(2):
      - a. appoint, subject to Subsections C and D, a Manager to perform executive and administrative duties or functions that the Council by ordinance delegates to the Manager, subject to Subsection A.3; and
      - b. dismiss a Manager appointed under Subsection A.2.c.(1); and
    - d. assign any or all Council members, including the Mayor, to supervise one or more administrative departments of the City; and
  3. may not remove from the Mayor or delegate to a Manager appointed by the Council:
    - a. any of the Mayor's legislative or judicial powers or ceremonial functions;
    - b. the Mayor's position as chair of the Council; or
    - c. any ex officio position that the Mayor holds.
- B. Adopting an ordinance under Subsection A.2.a. removing from or reinstating to the Mayor a power, duty, or function provided for in Section 1.025.020A, requires the affirmative vote of:
1. the Mayor and a majority of all other Council members; or
  2. all Council members except the Mayor.
- C.
1. As used in this Subsection C-, "interim vacancy period" means the period of time that:
    - a. begins on the day on which a municipal general election described in Utah Code Ann. Section 10-3-201 is held to elect a Council member; and
    - b. ends on the day on which the council member-elect begins the Council member's term.
  2. a. The Council may not appoint a Manager during an interim vacancy period.
    - b. Notwithstanding Subsection C.2.a.:
      - (1) the Council may appoint an ~~I~~interim Manager during an interim vacancy period; and
      - (2) the ~~I~~interim Manager's term shall expire once a new Manager is appointed by the new administration after the interim vacancy period has ended.

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c. Subsection C.2. does not apply if all the Council members who held office on the day of the municipal general election whose term of office was vacant for the election are re-elected to the Council for the following term.

D. A Council that appoints a Manager in accordance with this section may not enter into an employment contract that contains an automatic renewal provision with the Manager.

E. The Council:

1. is the legislative body of the City and exercises the legislative powers and performs the legislative duties and functions of the City;
2. shall pass all resolutions and ordinances, appropriate funds and adopt the annual budget, set all mill levies or taxes, review municipal administration, and perform all duties that may be required by law; and
3. may:
  - a. adopt rules and regulations, not inconsistent with statute, for the efficient administration, organization, operation, conduct, and business of the City;
  - b. prescribe by resolution additional duties, powers, and responsibilities for any elected or appointed municipal official, unless prohibited by statute;
  - c. require by ordinance that any or all appointed officers reside in the City;
  - d. create any office that the council considers necessary for the government of the City;
  - e. provide for filling a vacancy in an elective or appointive office;
  - f. take any action allowed under Utah Code Ann. Section 10-8-84; and
  - g. perform any function specifically provided for by statute or necessarily implied by law.

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~~1.05.030 Mayor As Member Of City Council~~

~~A. Administration Vested In Mayor: The administrative powers, authority and duties are vested in the Mayor.~~

~~B.A. Presiding Officer; Mayor Pro Tempore: The Mayor shall be the chairperson and preside at the meetings of the City Council. In the absence of the Mayor or because of his inability or refusal to act, the City Council may elect a member of the City Council to preside over the meeting as Mayor Pro Tempore, who shall have all the powers and duties of the Mayor during his absence or disability. The election of a Mayor Pro Tempore shall be entered in the minutes of the meeting.~~

~~C.A. Voting; No Vote Except In Tie: The Mayor shall not vote, except in the case of a tie vote of the City Council.~~

~~D.A. Powers And Duties: The Mayor shall:~~

- ~~1. Be the chief executive officer to whom all employees of the City shall report;~~
- ~~2.1. Keep the peace and enforce the laws of the City;~~
- ~~3.1. Remit fines and forfeitures and may release any person imprisoned for violation of any City ordinance;~~
- ~~4.1. Report such remittance or release to the City Council at its next regular session;~~
- ~~5.1. Perform all duties prescribed by law, resolution or ordinance;~~
- ~~6.1. Ensure that all the laws and ordinances and resolutions are faithfully executed and observed;~~
- ~~7.1. May at any reasonable time examine and inspect the books, papers, records or documents of the City or of any officer, employee or agent of the City;~~
- ~~8.1. Report to the City Council the condition of the City and recommend for City Council consideration any measures as deemed to be in the best interests of the City;~~
- ~~9.1. When necessary, call on the residents of the City over the age of twenty one (21) years to assist in enforcing the laws of the State and ordinances of the City; and~~

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~~10.1. Appoint, with the advice and consent of the City Council, persons to fill City offices or vacancies on commissions or committees of the City.~~  
~~E.A. No Veto: The Mayor shall have no power to veto any act of the City Council, unless otherwise specifically authorized by statute.~~

*Adopted by Ord. 1989 Code §§ 3-402, 3-403, 3-404, 3-808, 3-809 on 1/1/1989*

*Amended by Ord. 1998 Code on 1/1/1998*

**1.05.040 Municipal Administration**

- ~~A. Prescribe Additional Powers And Duties: The City Council may, by resolution, prescribe additional duties, powers and responsibilities for any elected or appointed official which are not prohibited by any specific statute, except that the Mayor may not serve as City Recorder and neither the Mayor nor the City Recorder may serve as City Treasurer. A Justice Court Judge may not hold any other City office or position of employment with the City.~~
- ~~B. Members Of Council May Be Appointed To Administration: The Mayor may, with the advice and consent of the majority of the City Council, assign or appoint any member or members of the City Council to administer one or more departments of the City and shall by ordinance provide the salary for the administrator or administrators~~
- ~~C. Change Of Duties: The Mayor may, with the concurrence of a majority of the City Council, change the administrative assignment of any member of the City Council who is serving in any administrative position in the City government.~~
- ~~D. General Administrative Powers: The City Council shall, from time to time, prescribe the powers and duties to be performed by the superintendents, supervisors, department directors and all of its officers and employees.~~
- ~~E. Personnel Assigned To One Or More Departments: The city council may assign any individual to one or more positions in one or more departments.~~
- ~~F. Rules And Regulations For Administration: The city council shall prescribe rules and regulations which are not inconsistent with the laws of this state, as it deems best for the efficient administration, organization, conduct and business of the city.~~
- ~~G. Appointed Officers; Residency Requirements: The city council may require by ordinance that any or all appointed officers reside in the city.~~

*Adopted by Ord. 1989 Code §§ 3-810, 3-811, 3-812, 3-813, 3-814, 3-815, 3-816 on 1/1/1989*

*Amended by Ord. 1998 Code on 1/1/1998*

**1.052.0450 Meetings Procedure And Conduct**

- A. Regular Meetings:
  - 1. The ~~eCity eCouncil~~ shall hold ~~two (2)~~ regular meetings, ~~which shall be held~~ on the second and fourth Tuesday of each month at ~~City Hall, 1600 East South Weber Drive, South Weber, Utah.~~
  - 2. ~~Regular Council~~The meetings held on the dates specified in the foregoing subsection shall begin promptly at six o'clock ~~(6:00) p.p.m.~~ provided, that:
    - ~~a. If the meeting date is a legal holiday, then the meeting shall be held at the same time and place above-described in Subsection A.1. on the next day which is not a legal holiday; and;~~
    - ~~a.~~
    - b. ~~The Ceity Ceouncil~~ may, by resolution, provide for a different time and place for holding regular meetings of the ~~Ceity Ceouncil~~.

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~~Adopted by Ord. 1989 Code §§ 3-502, 3-503, 3-504, 3-505, 3-507, 3-508, 3-509, 3-601 on 1/1/1989~~

~~Amended by Ord. 1998 Code on 1/1/1998~~

~~Amended by Ord. 01-20 on 8/14/2001~~

**1.052,0560 Ordinances and Resolutions – Procedures**

A. Power Exercised ~~b~~By Ordinance: The ~~C~~City ~~C~~council may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by statute or any other provision of law. ~~An officer of the C~~City shall not be convicted of a criminal offense where ~~the officer~~ relied on or enforced an ordinance ~~the officer~~ reasonably believed to be a valid ordinance. It shall be a defense to any action for punitive damages that the official acted in good faith in enforcing an ordinance or that ~~the officer~~ enforced an ordinance on advice of legal counsel.

B. Penalty ~~f~~For Violation: Unless otherwise specifically authorized by statute, the ~~C~~City ~~C~~council may provide a penalty for the violation of any ~~C~~City ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated ~~section~~Section 76-3-301 or by a term of imprisonment up to six ~~(6)~~ months, or by both the fine and term of imprisonment. The ~~C~~City ~~C~~council may prescribe a minimum penalty for the violation of any ~~C~~City ordinance and may impose a civil penalty for the unauthorized use of ~~C~~City property, including, but not limited to, the use of parks, streets and other public grounds or equipment. ~~Rules of civil procedure shall be substantially followed.~~

C. ~~F~~orm ~~o~~f Ordinance: Any ordinance passed by the ~~C~~City ~~C~~council shall contain and be in substantially the following order and form:

1. ~~a~~A number;
2. ~~a~~A title which indicates the nature of the subject matter of the ordinance;
3. ~~a~~A preamble which states the need or reason for the ordinance;
4. ~~a~~An ordaining clause which states, "Be ~~i~~t ~~o~~rdained by the City of South Weber:";
5. ~~t~~he body or subject of the ordinance;
6. ~~W~~hen applicable, a statement indicating the penalty for violation of the ordinance or a reference that the punishment is covered by an ordinance which prescribes the fines and terms of imprisonment for the violation of the ~~C~~City ordinance; or, the penalty may establish a classification of penalties and refer to such ordinance in which the penalty for such violation is established;
7. ~~A~~a statement indicating the effective date of the ordinance or the date when the ordinance shall become effective after publication or posting ~~as required by this section;~~
8. ~~a~~A line for the signature of the ~~M~~Mayor or ~~acting m~~Mayor ~~Pro Tem~~ to sign the ordinance; and
9. ~~a~~A place for the ~~C~~City ~~R~~ecorder to attest the ordinance and affix the seal of the ~~C~~City; and
10. ~~Where the mayor may disapprove an ordinance passed by the city council, the ordinance must show that it was passed with the mayor's approval or that if the mayor disapproved the ordinance, that it was passed over his disapproval. If the mayor neither approves nor disapproves an ordinance, the ordinance should show that it became effective without the approval or disapproval of the mayor.~~

D. Requirements ~~a~~As ~~t~~o Form; Effective Date:

1. Ordinances passed or enacted by the ~~C~~City ~~C~~council shall be signed by the ~~M~~Mayor, or if ~~he is~~ absent, by the ~~M~~Mayor ~~P~~ro ~~T~~empore, or by a quorum of the city council, or by a quorum of the City Council, and shall be recorded before taking effect. No ordinance shall be void or unlawful by reason of its failure to conform to the provisions of Utah Code Annotated ~~section~~Subsections 10-3-704(1), (2), (3), or (4)(1), (2), (3) or (4).;
2. Ordinances shall become effective ~~twenty (20)~~ days after publication or posting or ~~thirty (30)~~ days after final passage by the ~~C~~City ~~C~~council, whichever is closer to the date of final

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passage, but ordinances may become effective at an earlier or later date after publication or posting if so provided in the ordinance.-

~~3-2. Ordinances which do not have an effective date shall become effective twenty (20) days after publication or posting, or thirty (30) days after final passage by the City Council, whichever is sooner.~~

E. Publication ~~a~~ And Posting ~~o~~ Of Ordinances:

~~1. Before an ordinance may take effect, the City Council adopting an ordinance. All ordinances, except an ordinance those enacted under pursuant to Utah Code Annotated sectionSections 10-3-706 to 10-3-710, before taking effect shall be deposited a copy of the ordinance, in the office of the City Recorder and publish a short summary of the ordinance published at least once in a newspaper published within the City, or if there is no newspaper published therein, in a newspaper of general circulation with the City; or then by posting a complete copies of the ordinance, in three (3) public places within the City.~~

~~E-2. Any ordinance, code, or book, other than the State Code, relating to building or safety standards, City functions, administration, control or regulations, may be adopted and shall take effect without further publication or posting, if reference is made to the code or book and at least one three (3) copies have been filed for use and examination by the public in the office of the City Recorder prior to the adoption of the ordinance by the City Council. Any State law relating to building or safety standards, City functions, administration, control or regulations, may be adopted and shall take effect without further publication or posting if reference is made to the State Code. The ordinance adopting the code or book shall be published in the manner provided in Utah Code Annotated sectionSections 10-3-709 and 10-3-710.~~

F. Recording, Numbering ~~a~~ And Certification ~~o~~ Of Passage:

~~1. The City Recorder shall record, in a book used exclusively for that purpose, all ordinances passed by the City Council. The City Recorder shall give each ordinance a number, if the City Council has not already so done, and shall indicate upon the face of the ordinance the date adopted. Immediately following the passage of each ordinance, or codification of ordinances, the City Recorder shall make or cause to be made a certificate stating the date of passage and of the date of publication or posting, as required. The record and memorandum, or a certified copy thereof, shall be prima facie evidence of the contents, passage, and publication or posting of the ordinance or codification.~~

~~2. The City Recorder, insofar as possible, shall assign all ordinances of a general nature a number, which shall conform to the numbering system used in this Code and shall indicate upon the face of the ordinance the date adopted.~~

~~3-2. The City Recorder shall keep all ordinances of a local, private or temporary nature, including franchises, grants, dedication, bond issues and tax levies, in a separate book of "special ordinances" properly indexed and organized according to date adopted. The first number of such an ordinance shall be the last two (2) digits of the year the ordinance is adopted, followed by a dash which is followed by a number indicating the order in which such special ordinance was adopted during the year.~~

~~4-3. Failure to comply with this subsection shall not affect or render invalid any ordinance of the City.~~

G. Resolutions:

~~1. Purpose: Unless otherwise required by law, the City Council may exercise all administrative powers by resolution, including, but not limited to: a) establishing water and sewer rates, b) establishing charges for garbage collection and fees charged for City services, c) establishing personnel policies and guidelines, and d) regulating the use and operation of the City property. Punishment, fines or forfeitures may not be imposed by resolution.~~

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2. Form: Any resolution passed by the City Council shall be in a form and contain sections substantially similar to that prescribed for ordinances.

3. Publication; Effective Date: Resolutions may become effective without publication or posting and may take effect on passage or at a later date as the City Council may determine, but resolutions may not become effective more than three (3) months from the date of passage.

H. Public Hearings: The City Council shall not hold ~~any~~ public hearings for ~~an~~ resolutions, ordinances, applications, amendments or other agenda items unless specifically required by: ~~(1)~~ state law; ~~or~~ ~~(2)~~ or upon a procedural motion approved by the City Council.

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~~Amended by Ord. 1998 Code on 1/1/1998~~

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~~Amended by Ord. 16-03 on 3/22/2016~~ **1.03 City Manager**

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- 1.03.010 Office Created
- 1.03.020 Appointment
- 1.03.030 Term
- 1.03.040 Powers and Duties
- 1.03.050 Role of the City Council
- 1.03.060 Salary
- 1.03.070 Performance Review

**1.03.010 Office Created**

There is hereby created the office of City Manager of South Weber City, Utah.

**1.03.020 Appointment**

The appointment of a City Manager shall be by the City Council, including the Mayor. Once appointed, the Mayor shall sign the contract between the City Manager and the City on behalf of the City.

Commented [DA19]: 10-3-402 and 10-3-830 have been repealed.

**1.03.030 Term**

The City Manager shall serve at the pleasure of the City Council, except that the City Council may employ the Manager for a term not to exceed three years. The term of employment may be renewed at any time. Any person serving as Manager may be removed with or without cause by a majority vote of the City Council, including the Mayor.

**1.03.040 Powers and Duties**

A. The City Manager shall:

1. be the chief administrative officer of the City to whom all employees of the City report;
2. exercise the administrative powers, authority, and duties of the City;
3. carry out the policies and programs established by the Council;
4. report to and coordinate regularly with the Mayor;
5. notify the Mayor and City Council of any emergency existing in any department;
6. attend meetings of the City Council with the right to take part in the discussion but not to vote and may recommend to the City Council for adoption measures deemed necessary or expedient;
7. hire and, when deemed necessary, suspend or remove City employees, except that the City Recorder and the City Treasurer shall be appointed or removed only by the Mayor with the advice and consent of the City Council;
8. direct and supervise the administration of all departments, offices, and agencies of the City except as otherwise provided by law;
9. act as the budget officer for the City and perform or cause to be performed all of the duties of such office as set forth in the Uniform Municipal Fiscal Procedures Act, including the preparation and submittal of the annual budget to the Council;

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10. sign all contracts for the City except for deeds, subject to the attest and countersignature of the City Recorder; and

11. perform such other duties as may be required by this Code or by the City Council through ordinance, resolution, or directive.

B. The City Manager may examine and inspect the books, records, and official papers of any office, department, agency, board of commissions of the City and make investigations and require reports from all personnel.

C. In the Manager's temporary absence, the Finance Director, City Recorder, or City Treasurer in that order shall exercise the powers and perform the duties of the Manager.

### 1.03.050 Role of the City Council

Except for the purpose of inquiry, the Council and its members shall deal with the City administration solely through the City Manager. Neither the Council nor any member thereof or the Mayor shall give orders to any subordinate of the City Manager, either publicly or privately.

### 1.03.060 Salary

The salary of the City Manager shall be set from time to time by resolution of the City Council.

### 1.03.070 Performance Review

The City Council and Mayor shall review the performance of the City Manager six months after the month the City Manager is hired. After that time, unless there is a concern, the City Manager's performance shall be evaluated annually during November or December when other employee evaluations are conducted. During the review process, the City Council and Mayor may grant a step increase according to the City's compensation scale but the City Manager shall have no legal claim to a step increase.

## 1.046 Officers and Employees

- 1.046.010 Creating Offices - Filing Vacancies
- 1.046.020 Compensation
- 1.046.030 Officials' Bonds Requirements
- 1.046.040 Oaths
- 1.046.050 Official Neglect and Misconduct
- 1.046.060 City Recorder and City Treasurer
- 1.046.070 City Attorney - Prosecutor
- 1.046.080 Private Work Prohibited

### 1.06.010 Creating Offices; Filing Vacancies

- A. Offices Created by Council: The City Council may create any office deemed necessary for the government of the City and provide for filling vacancies in elective and appointive offices.
- B. Mayor to Appoint and Fill Vacancies: The Mayor, with the advice and consent of the City Council, may appoint and fill vacancies in all offices provided for by law or ordinance.
- C. Continuation in Office: All appointed officers shall continue in office until their successors are appointed and qualified.

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Amended by Ord. 1998 Code on 1/1/1998

**1.046.020 Compensation**

- A. Established: The City Council shall from time to time enact by resolution the salaries to be paid the employees of the City.
- B. Benefits: In addition to the salary paid the officers and employees of the City, they shall receive the following benefits:
  - 1. ~~The~~ employees' share of the social security tax;
  - 2. ~~V~~vacation and sick leave on such basis as the City Council may from time to time establish by resolution; ~~and~~
  - 3. State retirement.
- C. Serving ~~in~~ Two or More Positions: Whenever any person serves in two (2)-or more positions either as officers or employees of this City, unless otherwise specifically provided in the employment agreement, by ordinance or by resolution, that person shall receive the salary or compensation of the office or employment paying the greater amount.
- D. Reimbursement ~~f~~or Travel Expenses: In addition to all other compensation or salaries, any officer or employee of the City may receive, following the submission to the City Recorder of a claim, travel expenses and per diem established by the Utah State Department of Finance for expense actually incurred by the person for attending any meeting, conference, seminar or training session, provided attendance ~~is~~ shall have been approved by the City Council.

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Adopted by Ord. 1989 Code § 3-818 on 1/1/1989

**1.046.030 Officials' Bonds Requirements**

- A. Required: The elected officers of the City before taking office shall execute a bond with good and sufficient sureties, payable to the City in such amounts as are provided in Utah Code Ann. Section 10-3-801 et seq. of the Utah Code Annotated, conditioned for the faithful performance of the duties of the respective officers and the payment of all money received by such officer according to law and the ordinances of the City. All other officers of the City may, by resolution or ordinance, be required to furnish a personal bond with good and sufficient sureties or corporate surety bond payable to the City in such penal sum as the resolution or ordinance may establish, conditioned for the faithful performance of the duties of their office and the payment of all money received by such officers according to law and the ordinances of the City, or such officers may be included within public employee blanket bonds at such amounts as may be determined by the City Council.
- ~~A.~~ B. Approval of Bonds: The bonds of the Councilmembers shall be approved by the Mayor and the bond of the Mayor shall be approved by the City Council at the first meeting of the City Council in January following a City election.
- ~~B.~~ C. Premium Paid by City: The premium charged by a corporate surety for any bond required by the City shall be paid by the City.
- ~~C.~~ D. Additional Bonds: The City Council may at any time require further and additional bonds of any or all officers elected or appointed. All bonds given by the officers, except as otherwise provided by law, shall be filed with the City Recorder, except that the bond of the City Recorder shall be filed with the City Treasurer.
- ~~D.~~ E. Bond Amounts: ~~Before taking the oath of office and entering on the duties of their respective office, the following named City officials shall each give a bond with good and sufficient securities, payable to the City, conditioned for the faithful performance of the duties of their office and the payment of all monies received by such officers according to law and the ordinances of the City, in the following amounts:~~

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Mayor and City Council	\$ 2,500.00
City Treasurer	<del>5% of</del> <u>5%8 percent</u> of City's budgeted gross revenue for the previous year but not less than \$300,000
City Recorder	\$ 2,500.00

~~E.~~ Treasurer's Bond:

~~1. The City Treasurer's bond, or the bond of any person who acts as City Treasurer, may be set by resolution or ordinance in any amount, not less than that established by the State Money Management Council.~~

~~2.F.~~ The Treasurer's bond shall be superseded by any rule, regulation, or directive of the State Money Management Council when such rule, regulation or directive is binding on the City.

~~F. Blanket Bond: The bond required in this Section may be a blanket bond.~~

*Adopted by Ord. 1989 Code §§ 3-819A, 3-819B, 3-819D, 3-820, 3-821, 3-822, 3-824 on 1/1/1989  
Amended by Ord. 1998 Code on 1/1/1998*

**1.04.6.040 Oaths**

- A. Constitutional Oath ~~of~~ Office: All officers, whether elected or appointed, before entering on the duties of their respective offices shall take, subscribe and file the constitutional oath of office.
- B. Filing: The oath of office required under this Section shall be administered by any judge, notary public or by the City Recorder. Elected officials shall take their oath of office at ~~twelve o'clock~~ (12:00) noon on the first Monday in January following their election or as soon thereafter as is practical. Appointed officers shall take their oath at any time before entering on their duties. All oaths of office shall be filed with the City Recorder.
- C. Acts ~~of~~ Officials Not Voided: No official act of any City officer shall be invalid for the reason that he failed to take the oath of office.

*Adopted by Ord. 1989 Code §§ 3-826, 3-827, 3-828 on 1/1/1989  
Amended by Ord. 1998 Code on 1/1/1998*

**1.046.050 Official Neglect ~~A~~and Misconduct**

In case any City officer shall at any time wilfully omit to perform any duty, or wilfully and corruptly be guilty of oppression, malconduct, misfeasance, or malfeasance in office, the person is guilty of a ~~C~~ class A misdemeanor, as provided in Utah Code Annotated ~~section~~Section 10-3-826, shall be removed from office, and is not eligible for any City office thereafter.

*Adopted by Ord. 1989 Code § 3-825 on 1/1/1989  
Amended by Ord. 1998 Code on 1/1/1998*

**1.046.060 City Recorder ~~A~~and City Treasurer**

- A. Appointment: On or before the first Monday in February following a City election, the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to each of the offices of City Recorder and City Treasurer.
- B. Ex Officio Auditor: The City Recorder is ex officio the City Auditor and shall perform the duties of that office.

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*Adopted by Ord. 1989 Code § 3-916 on 1/1/1989  
Amended by Ord. 1998 Code on 1/1/1998*

**1.046.070 City Attorney – Prosecutor**

The City Attorney or Prosecutor may prosecute violations of City ordinances, and under State law, infractions and misdemeanors occurring within the boundaries of the City and has the same powers in respect to the violations as are exercised by a county attorney, including, but not limited to, granting immunity to witnesses. The City Attorney or Prosecutor shall represent the interests of the State or the City in the appeal of any matter prosecuted in any trial court by the City Attorney or Prosecutor.

*Adopted by Ord. 1989 Code § 3-928 on 1/1/1989  
Amended by Ord. 1998 Code on 1/1/1998*

**1.046.080 Private Work Prohibited**

It shall be unlawful for any employee of the City to authorize or render services or City equipment for use on any private person's property and which is a benefit to such private person, including snow removal, sewer or water line repair, or transporting garbage.

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E. Continuous Absence from City: If an elected City officer is absent from the City any time during the term of office for a continuous period of more than 60 days without the consent of the City Council, the City office is automatically vacant.

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*Adopted by Ord. 1989 Code § 4-001 on 1/1/1989*

**1.057.0420 Primary Election**

- A. When Required: This section provides for the candidates for ~~M~~Mayor and ~~C~~ouncil members to be nominated at a primary election if required. ~~A~~ primary election will be held only when the number of candidates filing for an office exceeds twice the number to be elected, such as:
  1. ~~w~~When one person to be elected, such as a ~~M~~Mayor, three ~~(3)~~ or more must file to require a primary election;
  2. ~~w~~When two ~~C~~(2)ouncil members are to be elected, five ~~(5)~~ or more must file to require a primary election; and
  3. ~~w~~When three ~~C~~(3)ouncil members are to be elected, seven ~~(7)~~ or more must file to require a primary election.
- B. Placement ~~o~~n Ballot: The candidates nominated at the primary election, plus candidates that were not required to run in the primary are to be placed on the November ballot.

*Adopted by Ord. 1989 Code § 4-001 on 1/1/1989*

**1.057.0530 Campaign Finance Disclosure Requirements**

A. Whenever the following words or terms are used in this Chapter, they shall have such meanings herein ascribed to them unless the context makes such meaning repugnant thereto:

A. Definitions:

CANDIDATE: Any person who files a declaration of candidacy for an elective office of the city; or is nominated by a committee or party; or received contributions or made expenditures or consents to another person receiving contributions or making expenditures with a view to bringing about such person's nominations or election to such office; or causes on his behalf, any written material or advertisement to be printed, published, broadcast, distributed, or disseminated which indicates any intention to see such office.

CONTRIBUTION: Monetary and nonmonetary contributions ~~such as~~ in-kind contributions and contributions of tangible things, but shall not include personal services provided without compensation by individuals volunteering their time on behalf of a candidate.

ELECTION: Both primary and general elections.

EXPENDITURE: A purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value made for the purpose of influencing the nomination or election of any candidate.

B. ~~Filing o~~f Disclosure Reports: Each candidate for elective offices shall file with the ~~C~~ity Recorder dated, signed, and sworn financial reports, which comply with this section,

B.

C. ~~Time o~~f Filing: The reports required by this section shall be filed at least once seven ~~(7)~~ days before the primary and general municipal elections and at least once ~~thirty (30)~~ days after the municipal election,

C.

D. ~~Contents o~~f Statements: The statement filed seven ~~(7)~~ days before the election shall include:

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- 2. ~~a~~A list of each contribution of more than ~~fifty dollars (\$50.00)~~ received by the candidate, and name of the donor;
  - 1.
- 3. ~~a~~An aggregate total of all contributions of ~~fifty dollars (\$50.00)~~ or less received by the candidate; and
  - 2.
  - a. ~~a~~A list of each expenditure for political purposes made during the campaign period, and the recipient of each expenditure.
  - 3.
- b. The statement filed ~~thirty (30)~~ days after the elections shall include:
  - E. ~~a~~A list of each contribution of more than ~~fifty dollars (\$50.00)~~ received after the cutoff date for the statement filed seven ~~(7)~~ days before the election, and the name of the donor; and
    - 1.
    - d. 2. ~~a~~A list of all expenditures for political purposes made by the candidate after the cutoff date for the statement filed seven ~~(7)~~ days before the election, and the recipient of each expenditure.
- D. Public Information: The statements required by this section shall be public documents and shall be available for public inspection and copying during all regular city business hours.
- E. Penalty ~~F~~or Noncompliance: Any candidate who fails to comply with this section is guilty of an infraction.
- G.
- F-H. Severability: If any subsection, sentence, clause or phrase of this section is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declarations shall not affect the validity of the remainder of this section.

*Adopted by Ord. 05-9 on 7/28/2005*

**1.08 City Manager**

- 1.08.010 Office Created
- 1.08.020 Appointment
- 1.08.030 Term
- 1.08.040 Powers And Duties
- 1.08.050 Role Of The City Council
- 1.08.060 Role Of The Mayor
- 1.08.070 Salary
- 1.08.080 Review

**1.08.010 Office Created**

There is hereby created the office of City Manager of South Weber City, Utah.

*Adopted by Ord. 98-25-11/10/1998 on 12/30/1998*

**1.08.020 Appointment**

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Pursuant to the authority outlined in Utah Code Annotated sections ~~10-3-402 and 10-3-830~~ the appointment of a person to the position of City Manager shall be by the governing body, including the Mayor. Once appointed, the Mayor shall sign the contract between the City Manager and the City on behalf of the City.

**Commented [DA22]:** 10-3-402 and 10-3-830 have been repealed.  
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*Adopted by Ord. 98-25-11/10/1998 on 12/30/1998*

**1.08.030 Term**

The Manager shall serve at the pleasure of the governing body, except that the governing body may employ the Manager for a term not to exceed three (3) years. The term of employment may be renewed at any time. Any person serving as Manager of the Municipality under this Section may be removed with or without cause by a majority vote of the governing body.

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*Adopted by Ord. 98-25-11/10/1998 on 12/30/1998*

**1.08.040 Powers And Duties**

The powers, duties, and obligations of the City Manager are as follows:

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- ~~The administrative powers, authority, and duties are vested in the City Manager.~~
- ~~The City Manager shall be the chief administrative officer of the City to whom all employees of the City report. He shall be responsible to the Council for the administration of all City affairs placed in his charge.~~
- ~~The City Manager shall hire and, when he deems it necessary, suspend or remove a City employee, except that the City Recorder and the City Treasurer shall be appointed or removed by the Mayor with the advice and consent of the City Council.~~

**Commented [DA23]:** Conflicts with 1.05.020A.1.  
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~~The City Manager may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.~~

**Commented [DA24]:** The power to hire and fire should not be given to subordinates.  
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- ~~The City Manager shall direct and supervise the administration of all departments, offices and agencies of the City except as otherwise provided by law.~~
- ~~Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager and neither the Council nor any member thereof or the Mayor shall give orders to any subordinates of the City Manager, either publicly or privately.~~
- ~~The City Manager shall attend meetings of the City Council with the right to take part in the discussion but not to vote and may recommend to the City Council for adoption such measures as he may deem necessary or expedient.~~
- ~~The City Manager is hereby designated the budget officer for the City and shall perform or cause to be performed all of the duties of such office as set forth in the Uniform Municipal Fiscal Procedures Act. As budget officer he shall prepare and submit the annual budget to the Council.~~
- ~~The City Manager shall notify the Mayor and City Council of any emergency existing in any department under his supervision.~~
- ~~The city manager shall perform such other duties as may be required of him by this code or by the city council through ordinance or resolution.~~
- ~~In the manager's temporary absence, the Finance Director, City Recorder, or City Treasurer shall exercise the powers and perform the duties of the manager.~~

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- The city manager shall carry out the policies and programs established by the council.
- The city manager may examine and inspect the books, records, and official papers of any office, department, agency, board of commissions of the city and make investigations and require reports from all personnel.

Adopted by Ord. 98-25-11/10/1998 on 12/30/1998  
 Amended by Ord. 16-05 on 4/19/2016

**1.08.050 Role Of The City Council**

The city council shall pass all resolutions and ordinances, appropriate funds and adopt the annual budget, set all mill levies or taxes, review municipal administration as set out herein, and perform all duties that may be required of it by law. Any executive or administrative power held previously by the city council may be delegated to the city manager pursuant to the applicable provisions of state law.

Adopted by Ord. 98-25-11/10/1998 on 12/30/1998

**1.08.060 Role Of The Mayor**

Pursuant to Utah Code Annotated sections 10-3-830(3) and 10-3-809, the mayor shall retain: a) all of his legislative and judicial powers, b) his position as chairman of the governing body, and c) all ex officio positions associated with the office of mayor. The mayor shall be the chief ceremonial officer of the city. He shall appoint, with the advice and consent of the council, department heads (statutory appointments) and any vacancies on commissions or committees of the municipality. All other executive or administrative powers held previously by the mayor may be delegated to the city manager pursuant to the applicable provision of state law.

Adopted by Ord. 98-25-11/10/1998 on 12/30/1998

**1.08.070 Salary**

The salary of the city manager shall be set from time to time by resolution of the city council.

Adopted by Ord. 98-25-11/10/1998 on 12/30/1998

**1.08.080 Review**

The city council and the mayor shall review the performance of the city manager six (6) months after the month the city manager was hired. After that time, unless there is a concern, the city manager's performance shall be evaluated annually in the month of November or December (when other employee evaluations are conducted). During this review process, the city council and mayor may grant a step increase according to the city's compensation scale. The city manager shall have no legal claim to a step increase.

Adopted by Ord. 01-25 on 12/11/2001; **1.046 Official City Code**

- 1.046.010 Title
- 1.046.020 Acceptance
- 1.046.030 Amendments
- 1.046.040 Code Alterations
- 1.046.050 Incorporation of Statutes
- 1.046.060 Civil Liability

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**1.016.010 Title**

Upon the adoption by the City Council, this City Code is hereby declared to be and shall hereafter constitute the Official City Code of South Weber City. ~~This City Code of ordinances, and shall be known and cited as the SOUTH WEBER CITY CODE~~ South Weber City Code. ~~and This Code~~ is hereby published by authority of the City Council and shall be supplemented to incorporate the most recent legislation of the City as provided in SWMC 1.01.030. Any reference to the number of any section contained herein shall be understood to refer to the position of the same number, its appropriate chapter and title heading, and to the general penalty clause relating thereto, as well as to the section itself, when reference is made to this City Code by title in any legal documents.

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~~Amended by Ord. 1998 Code on 1/1/1998~~

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**1.016.020 Acceptance**

The City Code, as hereby presented in printed form, shall hereafter be received without further proof in all courts and in administrative tribunals of this State as the ordinances of the City of general and permanent effect, except the excluded ordinances enumerated in SWMC 1.02.010 ~~Chapter 1.07, of this Code.~~

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**1.016.030 Amendments**

Any ordinance amending the City Code shall set forth the title, chapter and section number of the section or sections to be amended, and this shall constitute sufficient compliance with any statutory requirement pertaining to the amendment or revision by ordinance of any part of this City Code. All such amendments or revisions by ordinance shall be immediately forwarded to the codifiers, and the ~~said~~ ordinance material shall be prepared for insertion in its proper place in each copy of this City Code. ~~Each such replacement page shall be properly identified and shall be inserted in each individual copy of the City Code.~~

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**1.069.040 Code Alterations**

It shall be deemed unlawful for any person to alter, change, replace or deface in any way any section or any page of this City Code in such a manner that the meaning of any phrase or order may be changed or omitted. Replacement pages may be inserted according to the official instructions when so authorized by the City Council. The City Recorder shall see that the replacement pages are properly inserted in the official copies maintained in the office of the City Recorder. Any person having custody of a copy of the City Code shall make every effort to maintain ~~said~~ the Code current as to the most recent ordinances passed. Such person shall see to the immediate insertion of new or replacement pages when such are delivered or made available to such person through the office of the City Recorder. ~~Said~~ Code books, while in actual possession of



officials and other interested persons, shall be and remain the property of the City and shall be returned to the office of the City Recorder when directed so to do by order of the City Council.

Adopted by Ord. 1998 Code on 1/1/1998

### 1.01.050 Incorporation of Statutes

Any reference or citation to any statute shall not be interpreted or construed to include, incorporate or make the citation or statute part of this Code, unless the provisions of this Code specifically include, incorporate or make the citation or statute part of this Code by reference or incorporation, and any such reference or citation not specifically included or incorporated may be changed, amended or deleted without publication on an order of the City Council.

### 1.06.060 Civil Liability

No provision of this Code shall create any civil liability on the City, its officers or employees, whether or not the Code imposes mandatory or directional duties and whether or not the City, its officers or employees, perform or do not perform such duties.

Adopted by Ord. 1989 Code § 1-009 on 1/1/1989

### 1.01.060 Civil Liability

None of the provisions of this Code shall create any civil liability on the City, its officers or employees, whether or not the Code imposes mandatory or directional duties and whether or not the City, its officers or employees, perform or do not perform such duties.

### 1.07 Saving Clause

- 1.07.010 Repeal of General Ordinances
- 1.07.020 Court Proceedings
- 1.07.030 Severability Clause

### 1.07.010 Repeal of General Ordinances

A. Repealer; Exceptions: All general ordinances of the City passed prior to the adoption of this City Code are hereby repealed, except such as are included in this City Code or are by necessary implication herein reserved from repeal, subject to the saving clauses contained in this chapter, and excluding the following ordinances which are not hereby repealed: tax levy ordinances; appropriation ordinances; ordinances relating to boundaries and annexations; franchise ordinances and other ordinances granting special rights to persons or corporations; contract ordinances and ordinances authorizing the execution of a contract or the issuance of warrants; salary ordinances; fee ordinances; ordinances establishing, naming or vacating streets, alleys or other public places; improvement ordinances; bond ordinances; ordinances relating to elections; ordinances relating to the transfer or acceptance of real estate by or from the City; and all special ordinances.

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B. Effect of Repealing Ordinances: The repeal of the ordinances provided in Subsection 1.07.010A, shall not affect any debt or fee which is accrued, any duty imposed, any penalty incurred, nor any action or proceeding commenced under or by virtue of the ordinances repealed or the term of office of any person holding office at the time these ordinances take effect; nor shall the repeal of any ordinance have the effect of reviving any ordinance heretofore repealed or superseded.

### **1.07.020 Court Proceedings**

- A. Prior Acts: No ordinance shall be construed or held to repeal a former ordinance whether such former ordinance is expressly repealed or not, as to any offense committed against such former ordinance or as to any act done, any penalty, forfeiture or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatever to affect any such offense or act so committed or so done, or any penalty, forfeiture or punishment so incurred or any right accrued or claim arising before the new ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceeding, so far as practicable. If any penalty, forfeiture or punishment may be mitigated by any provision of a new ordinance, such provision may be, by consent of the party affected, applied to any judgment announced after the new ordinance takes effect.
- B. Scope of Section: This section shall extend to all repeals, either by express words or implication, whether the repeal is in the ordinance making any new provisions upon the same subject or in any other ordinance.

### **1.07.030 Severability Clause**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this City Code or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Code, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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## **1.08 Definitions**

- 1.08.010 Construction of Words
- 1.08.020 Definitions – General
- 1.08.030 Headings

### **1.08.010 Construction of Words**

- A. Whenever any word in any section of this Code importing the plural number is used in describing or referring to any matters, parties or persons, any single matter, party or person shall be deemed to be included, although distributive words may not have been used. When any subject matter, party or person is referred to in this Code by words importing the singular number only, or a particular gender, several matters, parties or persons and the opposite gender and bodies corporate shall be deemed to be included; provided, that these rules of construction shall not be applied to any section of this Code which contains any express provision excluding such construction or where the subject matter or context may be repugnant thereto. The use of any verb in the present tense shall include the future and past tense when applicable.
- B. All words and phrases shall be constructed and understood according to the common use and understanding of the language. Technical words and phrases and such other words and phrases as may have acquired a particular meaning in law shall be construed and understood according to such particular meaning.

- C. The word "ordinance" contained in the ordinances of the City has been changed in the content of this Code to "title," "chapter," "section," and "subsection," or words of similar import for organizational and clarification purposes only. Such changes are not meant to amend passage and effective dates of the original ordinances.
- D. Whenever any act, conduct or offense is prohibited or required and no reference is made to location, unless the context specifically indicates otherwise, the act, conduct or offense prohibited or required shall be within the boundaries of this City.
- E. Any reference made in this Code to a City officer, official, or employee by title only shall be construed as though followed by the words, "of the City of South Weber."

**1.08.020 Definitions – General**

Whenever the following words or terms are used in this Code, they shall have such meanings herein ascribed to them unless the context makes such meaning repugnant thereto:

ADMINISTRATIVE DECISION: The execution of municipal laws, ordinances, rules, regulations, or public policy.

AGENT: A person acting on behalf of another with authority conferred, either expressly or by implication.

BUSINESS: Includes all activities engaged in within the City carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term business, unless otherwise specifically provided.

CHIEF OF POLICE or CHIEF LAW ENFORCEMENT OFFICER: The Davis County sheriff or any deputy of the Davis County sheriff's office assigned to act as chief of police or chief law enforcement officer by the Davis County sheriff.

CITY: The City of South Weber, Davis County, Utah.

CITY COUNCIL: The City Council of the City of South Weber, Utah.

CITY RECORDER: The individual appointed to act as the City Recorder of the City.

CODE: The City Code of the City of South Weber, Utah.

COUNTY: Davis County, Utah.

FEE: A sum of money charged by the City for the carrying on of a business, profession, or occupation.

HIGHWAY or ROAD: Includes public bridges and may be equivalent to the words "county way," "county road," "common road," and "state road."

LEGISLATIVE DECISION: The creation, amending or altering of municipal laws, ordinances, rules, regulations, or public policy.

LICENSE: The permission granted for the carrying on of a business, profession or occupation and includes any certificate, permit or license issued by the City.

NUISANCE: Anything offensive to the sensibilities of reasonable persons, or any act or activity creating a

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hazard which threatens the health and welfare of inhabitants of the City, or any activity which by its perpetuation can reasonably be said to have a detrimental effect on the property of a person or persons within the community.

OCCUPANT: As applied to a building or land, shall include any person who occupies the whole or any part of such building or land whether alone or with others.

OFFENSE: Any act forbidden by any provision of this Code or the omission of any act required by the provisions of this Code.

OFFICERS or OFFICIALS: Any elected or appointed person employed by the City, unless the context clearly indicates otherwise.

OPERATOR: The person who is in charge of any operation, business, or profession.

OWNER: As applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land.

PERSON: Any public or private corporation, firm, partnership, association, organization, government, or any other group acting as a unit, as well as a natural person.

PERSONAL PROPERTY: Shall include every description of money, goods, chattels, effects, evidence of rights in action and all written instruments by which any pecuniary obligation, right, or title to property is created, acknowledged, transferred, increased, defeated, discharged, or diminished, and every right or interest therein.

PROPERTY: Includes both real and personal property.

REASONABLE TIME: In all cases where any ordinance requires that an act be done in a reasonable time or that reasonable notice be given, such reasonable time for such notice shall be deemed to mean such time as may be necessary for the expeditious performance of such duty or compliance with such notice.

RETAILER: Unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or things direct to the consumer.

RIGHT OF WAY: The privilege of the immediate use of the roadway or other property.

STATE: The state of Utah.

STREET: Includes alleys, lanes, courts, boulevards, public ways, public squares, sidewalks, gutters and culverts, crosswalks, and intersections.

TENANT: As applied to a building or land, shall include any person who occupies the whole or any part of such building or land, whether alone or with others.

TIME COMPUTED: The time within which an act is to be done as provided in any ordinance or in any resolution or order of the City, when expressed in days, shall be determined by excluding the first day and including the last day, except if the last day be a Sunday or a legal holiday, then the last day shall be the day next following such Sunday or legal holiday which is not a Sunday or legal holiday. When time is expressed in hours, Sunday and all legal holidays shall be excluded.

WEEK: Shall be construed to mean any seven-day period.

WHOLESALE or WHOLESALE DEALER: Unless otherwise specifically defined, relates to the sale of goods, merchandise, articles, or things to persons who purchase for the purpose of resale.

WRITTEN or IN WRITING: May include printing and any other mode of representing words and letters, but when the written signature of any person is required by law to any official or public writing or bond, it shall be in the proper handwriting of such person, or in case such person is unable to write, by such person's proper mark.

### **1.08.030 Headings**

The headings of the several sections of this Code are intended as mere catchwords to indicate the content of the title, chapter, or section and shall not be deemed or taken to be titles of such sections, nor be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any division thereof, nor unless expressly so provided, shall they be so deemed when any of such sections, including the headings, are amended or reenacted.

## **1.09 General Penalty**

- 1.09.010 Sentencing
- 1.09.020 Offenses Designated – Classified
- 1.09.030 Administrative Remedies

### **1.09.010 Sentencing**

A. Penalty for Violation of Ordinance: Unless otherwise specifically authorized by State statute, the City Council may provide a penalty for the violation of any City ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated Section 76-3-301, or by a term of imprisonment up to six months, or by both the fine and term of imprisonment. The City Council may prescribe a minimum penalty for the violation of any City ordinance and may impose a civil penalty for the unauthorized use of City property, including, but not limited to, the use of parks, streets and other public grounds or equipment.

B. Term of Imprisonment for Misdemeanors: A person who has been convicted of a misdemeanor may be sentenced to imprisonment as follows:

1. in the case of a class B misdemeanor, for a term not exceeding six months;
2. in the case of a class C misdemeanor, for a term not exceeding 90 days.

C. Infractions:

1. A person convicted of an infraction may not be imprisoned but may be subject to a fine, forfeiture, and disqualification, or any combination.
2. Whenever a person is convicted of an infraction and no punishment is specified, the person may be fined as for a class C misdemeanor.

D. Fines of Persons: A person convicted of an offense may, in addition to any term of imprisonment imposed, be sentenced to pay a fine not to exceed:

1. \$1,000 when the conviction is of a class B misdemeanor conviction; and
2. \$750 when the conviction is of a class C misdemeanor conviction or infraction conviction.

E. Fines of Corporations: The sentence to pay a fine, when imposed upon a corporation, association, partnership or governmental instrumentality for an offense defined in this Code, or the ordinances

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of the City, or for an offense defined outside of this Code over which this City has jurisdiction, for which no special corporate fine is specified, shall be to pay an amount fixed by the court, not exceeding:

1. \$5,000 when the conviction is for a class B misdemeanor conviction; and
2. \$1,000 when the conviction is for a class C misdemeanor conviction or for an infraction conviction.

#### 1.09.020 Offenses Designated – Classified

##### A. Sentencing:

1. A person adjudged guilty of an offense under this Code or the ordinances of this City shall be sentenced in accordance with the provisions of this Chapter.
2. Ordinances enacted after the effective date of this Code which involve an offense shall be classified for sentencing purposes in accordance with this Chapter, unless otherwise expressly provided.

##### B. Designation of Offenses: Offenses are designated as misdemeanors or infractions.

##### C. Misdemeanors Classified:

1. Misdemeanors are classified into two categories:
  - a. class B misdemeanors; and
  - b. class C misdemeanors.
2. An offense designated as a misdemeanor or any act prohibited or declared to be unlawful in this Code or any ordinance of this City when no other specification as to punishment or category is made, shall be a class B misdemeanor.

##### D. Infractions:

1. Infractions are not classified.
2. Any offense which is made an infraction in this Code or other ordinances of this City, or which is expressly designated an infraction and any offense designated by this Code or other ordinances of this City which is not designated as a misdemeanor and for which no penalty is specified is an infraction.

##### E. Continuing Violation: In all instances where the violation of this Code or any ordinance enacted is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues to occur.

#### 1.09.030 Administrative Remedies

##### A. Hearing Request: Unless otherwise specifically provided in any ordinance of the City or any code adopted by reference, a hearing before the City Council may be requested by any person:

1. who is denied or refused a permit or license by any officer, agent or employee of this City;  
or
2. whose permit or license is revoked, restricted, qualified or limited from that for which it was first issued.

##### B. Form of Request: The request for hearing must be made in writing to the Mayor, City Manager, or City Recorder and made within 30 days following the date the notice denying, refusing, revoking, restricting, qualifying, or limiting the license or permit is made.

##### C. Procedure:

1. Time and Place: Following receipt of a request for hearing, the City Council shall inform the person requesting a hearing of the time and place the hearing is to be held.
2. Witnesses; Evidence: At the hearing, the aggrieved party shall have the right to hear and examine any witnesses the City may produce to support its decision and to present evidence in support of the aggrieved party's contention.

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3. Decision of City Council: The City Council shall, within ten days following the conclusion of the hearing, inform in writing the person who requested the hearing of the decision of the City Council.

D. Not Additional Remedy: This section shall not be construed so as to afford any aggrieved party more than one hearing before the City Council, nor shall the hearing provided in this section apply to any criminal complaint or proceeding.

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