

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, 20 February 2018** at the **City Council Chambers, 1600 E. South Weber Dr.**, commencing at **6:00 p.m.**

COUNCIL MEETING

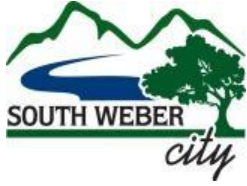
1. Pledge of Allegiance: Council Member Taylor
2. Prayer: Council Member Halverson
3. Public Comment: Please keep public comments to 3 minutes or less per person (no action to be taken)
4. Approval of Grant of License to Lisa Gidley for lease of city owned property.
5. **RES. 18-10:** Approval of Freedom Landing Phase 2.
6. **RES. 18-12:** Approval of Hidden Valley Meadows Rezone.
7. **RES. 18-11:** Approval of Hidden Valley Meadows, Phase 2
8. **RES. 18-13:** Approval of Amendment #2 Interlocal Cooperation Agreement for Animal Service.
9. **RES. 18-14:** Approval of License Between South Weber City and the USAF for Groundwater Monitoring.
10. Progress Report by Horrocks Engineering on Transportation Study.
11. Reports:
 - a. Mayor – on designated committee responsibilities
 - b. City Council – on designated committee responsibilities
 - c. City Manager – on current events and future agenda items
 - d. Planning Commission Liaison – meeting and current development update
12. 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: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE www.southwebercity.com 4. UTAH PUBLIC NOTICE WEBSITE www.pmn.utah.gov 5. EACH MEMBER OF THE GOVERNING BODY 6. THOSE LISTED ON THE AGENDA

DATE: February 15, 2018


CITY RECORDER: Mark McRae

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.



Council Meeting Date: February 20, 2018

Name: Mark McRae

Agenda Item: #4

Objective: Grant of License to Lisa Gidley for lease of city property

Background: The city owns property at Canyon Meadows Park for future expansion of the park. The property is currently not being used. In 2017 the city council approved leasing the property to Lisa Gidley for use as a horse pasture. The original lease was for 5 months. Lisa Gidley would like to move her 5 horses back onto the property. She has contacted the adjacent land owner, Tim Grubb, and made arrangements for water for the horses. With the lease the city benefits from not needed to maintain this agricultural parcel. The proposed agreement is for a period of 1 year beginning in March 2018.

Summary: Leasing this property is a benefit to both the licensee and South Weber City. At the point the City decides to develop this portion of the park, it will have been maintained and ready for city use.

Committee Recommendation: N/A

Planning Commission Recommendation: N/A

Staff Recommendation: Approve the Grant of License to Lisa Gidley

Attachments: Grant of License

Budget Amendment: N/A

GRANT OF LICENSE AND RELEASE OF LIABILITY AGREEMENT

GRANT OF LICENSE AND RELEASE OF LIABILITY ("Agreement") is made and entered into to be effective the _____ day of _____ 2018, by the City of South Weber, State of Utah (the "City"); and Lisa Gidley, ("Licensee"). 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 set forth above and as the case may be.

RECITALS

1. Licensee currently resides at 4580 South 1025 West, Riverdale, Utah, Weber County and wishes to enter into agreement to lease property that is City owned and part of the future Canyon Meadows Park Master Plan that is identified as Davis County Land Parcel Identification number of 13-018-0049. The parcel is approximately 1.43 acres of land area.
2. The City is a Utah municipal corporation which owns the Canyon Meadows Park parcel number 13-018-0049 on the East side of the 475 East street and Firth Farm Road, hereafter referred to as the "Canyon Meadows Park Parcel".
3. The Canyon Meadows Park Parcel is not an improved area with landscaping of any sod, trees, shrubs, or the like. The Canyon Meadows Park Parcel is purposefully kept in a state of natural vegetation by the City as to not incur annual landscape maintenance costs and labor.
4. Because the Canyon Meadows Park Parcel is unoccupied by inhabitants, the Licensee is desirous of utilizing the Canyon Meadows Park Parcel as set forth within this Agreement.
5. The City believes it is beneficial for the Canyon Meadows Park Parcel to be used in accordance with the terms of this agreement. The City will benefit from this use through the animals maintaining noxious weeds upon the property.

6. Licensee desires to lodge, board, or keep horses personally owned by them upon the Canyon Meadows Park Parcel in order to provide space to roam and feed upon the natural vegetation of the Canyon Meadows Park Parcel.

7. Term of this agreement is (12) twelve calendar months beginning in March 2018 and expiring February 28, 2019. Compensation shall be established at a rate of \$60.00 per month. Payment is to be paid on or before the last day of the month in monthly installments. Licensee must abide by all standards set forth in the South Weber City Code §10.11.070. The terms maybe renewed upon written request to the City Council and Mayor of South Weber. The City Manager of South Weber may terminate this agreement at any time upon 60-day advance written notice to the Licensee or immediately in the case of public emergency or public safety crisis.

NOW THEREFORE, the Parties hereto intending to be bound and in consideration of the respective undertakings made and described herein, and do agree as follows:

1. **Recitals:** The above recitals the immediately preceding introductory and identification paragraph are incorporated herein by this reference and made a part of hereof.

2. **Consideration:** City hereby grants Licensee a license to board 5 horses upon the Canyon Meadows Park Parcel subject and according to the terms of this Agreement, and as limited to the Licensee's use set forth in paragraph 6 of the Recitals (the "License").

3. **License and Use of Canyon Meadows Park Parcel:** Licensee shall access the Canyon Meadows Park Parcel property using only the existing access point off of Firth Farm Road. Licensee shall maintain the Canyon Meadows Park Parcel in a manner including, but not limited to, keeping the area free from all excessive animal waste. Licensee shall not construct or place upon the Canyon Meadows Park Parcel any permanent structures, buildings, or other man-

made items. Licensee shall keep the Canyon Meadows Park Parcel free from all garbage and other debris and shall fix and/or repair the Canyon Meadows Park Parcel property if damaged by Licensee's use of said parcel, including, but not limited to, its use by any Licensee invitees, agents, family members, guests and contractors.. Licensee shall be responsible for the supply and access of water for animals. Notwithstanding anything to the contrary set forth in this Agreement, the City shall be responsible to maintain the functional and performance aspects of the Canyon Meadows Park Parcel, unless Licensee's use and/or the use of any of Licensee's invitees, agents, family member, guests and contractors, of the Canyon Meadows Park Parcel has in any way altered, damaged, modified or impacted said parcels function.

The Licensee shall not improve, alter or modify the Canyon Meadows Park Parcel in any way, other than Licensee's fencing. The Licensee must receive written permission from the City, which the City shall be allowed to grant at its sole discretion, to improve the Canyon Meadows Park Parcel in any way, including, but not limited to, digging, excavating, construction of utility services and/or structures, planting trees, shrubs or any other vegetation, or doing anything to the Canyon Meadows Park Parcel, other than board horses consistent with the limitations of this Agreement. Licensee agrees that Licensee's use of the Canyon Meadows Park Parcel may be limited from time to time based upon the City's needs with respect to the Canyon Meadows Park Parcel. Licensee shall not use or allowed to be used the Canyon Meadows Park Parcel for any purpose or in any manner inconsistent with federal, state and local laws, ordinances and/or regulations, and/or with the property rights of others as may be determined in the City's sole discretion. Licensee shall not use the License or Canyon Meadows Park Parcel for any business purpose, whether or not consistent with the terms of the License. Licensee shall house or board only the number of horses allowed per City zoning ordinances and acreage of the

Canyon Meadows Park Parcel that are owned personally by the Licensee. Licensee shall not deposit or allowed to be deposited upon or within the Canyon Meadows Park Parcel any material considered to be hazardous under any lawful definition of the same, excluding natural waste, such as manure, from the horses.

4. **Termination and Alienation of License:** Should the Licensee fail to use the Canyon Meadows Park Parcel as per this Agreement as determined by the City Manager or the City's Public Works Director, the License, and any and all corresponding duties and obligations of the City, shall become null and void hereunder and shall be terminated and no longer of any use or effect. In addition, should the Licensee ever fail to properly house horses upon the Canyon Meadows Park Parcel per this Agreement or otherwise perform all of Licensee's obligations pursuant to this Agreement, the City may revoke the License and/or declare it terminated. All other non-License provisions of this Agreement shall survive termination of the License. Upon termination of the License and/or Licensee's abandonment of the Canyon Meadows Park Parcel, Licensee shall restore or caused to be restored, the Canyon Meadows Park Parcel to its pre-License condition and shall repair or replace as required any damage to the Canyon Meadows Park Parcel, including the functional aspects of the Canyon Meadows Park Parcel. The License is not transferable in whole or in part, and may not otherwise be assigned, pledged, encumbered or in any way alienated.

5. **Improvements:** All improvements, except for Licensee's fencing, present and future, of the Canyon Meadows Park Parcel are the sole property of the City. Owner does not retain any ownership, vested right, or entitlement to any of the improvements, or use of the Canyon Meadows Park Parcel except at the sole discretion of the City and the use thereof as per the terms of this Agreement.

6. **Indemnification**: Licensee hereby agrees to hold harmless, defend, indemnify and release the City, and all of its officers, administrators, council members, employees and attorneys from any and all claims, demands, liability, damages, judgments, suits, fees, including attorney's fees, and fines of any type or nature, both known and unknown, present and future, including any which arise after termination of the License which arise from or are in anyway related to Licensee's use of the Canyon Meadows Park Parcel and/or performance of this Agreement, including Licensee's conduct, negligence and intentional wrongdoing (collectively "Claims"); as well as those Claims suffered by the Licensee and/or Licensee's property and/or Licensee's guests and invitees and their property, which arise from, or are in any way connected with use, access, or entrance upon the Canyon Meadows Park Parcel. Licensee agrees to house, board, harbor, or shelter only animals in their sole ownership. Third party use of the Canyon Meadows Park Parcel is prohibited. Licensee's use of the Canyon Meadows Park Parcel shall forever be at Licensee's sole risk and consequence.

7. **Amendment**. Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, and signed by the Parties, unless it is permitted to be unilateral per the terms of this Agreement.

8. **Severability**. Should any portion of this Agreement for any reason be declared invalid or unenforceable by any authority with proper jurisdiction, 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 maintained and achieved.

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

10. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions. No waiver shall be binding unless executed in writing by the waiving Party.

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

12. **Default.** In the event of any default 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.

13. **Knowledge.** The undersigned have read this Agreement and understand all of its terms. Furthermore, both Parties have sought, or had the opportunity to seek and have rejected, legal representation in this matter, and agree that the language shall not be construed against the author of the document. Licensee has conducted all necessary due diligence and/or investigation in and to the Canyon Meadows Park Parcel and all matters regarding it, or has voluntarily waived all or a portion of such due diligence and/or investigation and have satisfied all concerns, if any, accordingly, and have done so, and hereby enter this Agreement, without reliance upon any representation made or implied by the City, including, but not limited to, its representatives, agents, attorneys, employees, officers and managers.

14. **No Representations or Warranties.** The License is granted, and Licensee hereby accepts said License and the property or Canyon Meadows Park Parcel subject to it, free from any and all express and implied warranties of any type or condition. Accordingly, the same are hereby expressly waived and the Licensee accepts the License and its subject property (the

Canyon Meadows Park Parcel) in an “As Is” condition. Except for the duties, obligations and warranties of the Parties expressly 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 as set forth below, the Parties make no representations or warranties of any kind or nature whatsoever.

15. **Insurance.** To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys’ fees, arising from the negligence, recklessness or willful misconduct of the Licensee or third-party users of the Licensees’ horses in the use of the City Canyon Meadows Park Parcel. Licensee shall procure and maintain the following insurance policies in these minimum amounts: Insurance of General Liability Coverage, one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage shall apply to the use of the horse(s) upon the Canyon Meadows Park Parcel or housing and/or harboring horses upon the Canyon Meadows Park Parcel under this Agreement.

EXECUTED as of the day and year set forth below.

Lisa Gidley

Lisa Gidley

Date

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018.

NOTARY PUBLIC

THE CITY OF SOUTH WEBER, A UTAH MUNICIPAL CORPORATION

BY: Jo Sjoblom
ITS: Mayor

DATE

Attest:

City Recorder

GRANT OF LICENSE AND RELEASE OF LIABILITY AGREEMENT

GRANT OF LICENSE AND RELEASE OF LIABILITY ("Agreement") is made and entered into to be effective the _____ day of _____ 201~~8~~7, by the City of South Weber, State of Utah (the "City"); and Lisa Gidley, ("Licensee"). 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 set forth above and as the case may be.

RECITALS

1. Licensee currently resides at 4580 South 1025 West, Riverdale, Utah, Weber County and wishes to enter into agreement to lease property that is City owned and part of the future Canyon Meadows Park Master Plan that is identified as Davis County Land Parcel Identification number of 13-018-0049. The parcel is approximately 1.43 acres of land area.
2. The City is a Utah municipal corporation which owns the Canyon Meadows Park parcel number 13-018-0049 on the East side of the 475 East street and Firth Farm Road, hereafter referred to as the "Canyon Meadows Park Parcel".
3. The Canyon Meadows Park Parcel is ~~fenced but not an~~ improved area with landscaping of any sod, trees, shrubs, or the like. The Canyon Meadows Park Parcel is purposefully kept in a state of natural vegetation by the City as to not incur annual landscape maintenance costs and labor.
4. Because the Canyon Meadows Park Parcel is unoccupied by inhabitants, the Licensee is desirous of utilizing the Canyon Meadows Park Parcel as set forth within this Agreement.

5. The City believes it is beneficial for the Canyon Meadows Park Parcel to be used in accordance with the terms of this agreement. The City will benefit from this use through the animals maintaining noxious weeds upon the property.

6. Licensee desires to lodge, board, or keep horses personally owned by them upon the Canyon Meadows Park Parcel in order to provide space to roam and feed upon the natural vegetation of the Canyon Meadows Park Parcel.

7. Term of this agreement is (~~125~~) ~~twelve~~~~five~~ calendar months beginning in ~~March~~~~June~~ 201~~8~~~~7~~ and expiring ~~February~~~~October~~ ~~28~~~~31~~, 201~~9~~~~7~~. Compensation shall be established at a rate of \$60.00 per month. Payment is to be paid on or before the last day of the month in monthly installments. Licensee must abide by all standards set forth in the South Weber City Code §10.11.070. The terms may be renewed upon written request to the City Council and Mayor of South Weber. The City Manager of South Weber may terminate this agreement at any time upon 60-day advance written notice to the Licensee or immediately in the case of public emergency or public safety crisis.

NOW THEREFORE, the Parties hereto intending to be bound and in consideration of the respective undertakings made and described herein, and do agree as follows:

1. **Recitals:** The above recitals the immediately preceding introductory and identification paragraph are incorporated herein by this reference and made a part of hereof. [TS1]

2. **Consideration:** City hereby grants Licensee a license to board ~~5XX~~ horses upon the Canyon Meadows Park Parcel subject and according to the terms of this Agreement, and as limited to the Licensee's use set forth in paragraph 6 of the Recitals (the "License").

3. **License and Use of Canyon Meadows Park Parcel:** Licensee shall access the Canyon Meadows Park Parcel property using only the existing access point off of Firth Farm

Road. Licensee shall maintain the Canyon Meadows Park Parcel in a manner including, but not limited to, keeping the area free from all excessive animal waste. Licensee shall not construct or place upon the Canyon Meadows Park Parcel any permanent structures, buildings, or other man-made items. Licensee shall keep the Canyon Meadows Park Parcel free from all garbage and other debris and shall fix and/or repair the Canyon Meadows Park Parcel property ~~and fencing~~ if damaged by Licensee's use of said parcel, including, but not limited to, its use by any Licensee invitees, agents, family members, guests and contractors. ~~Licensee shall be responsible for the costs associated with the maintenance of the Canyon Meadows Park Parcel fencing.~~ Licensee shall be responsible for the supply and access of water for animals. Notwithstanding anything to the contrary set forth in this Agreement, the City shall be responsible to maintain the functional and performance aspects of the Canyon Meadows Park Parcel, unless Licensee's use and/or the use of any of Licensee's invitees, agents, family member, guests and contractors, of the Canyon Meadows Park Parcel has in any way altered, damaged, modified or impacted said parcels function.

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Parcel for any purpose or in any manner inconsistent with federal, state and local laws, ordinances and/or regulations, and/or with the property rights of others as may be determined in the City's sole discretion. Licensee shall not use the License or Canyon Meadows Park Parcel for any business purpose, whether or not consistent with the terms of the License. Licensee shall house or board only the number of horses allowed per City zoning ordinances and acreage of the Canyon Meadows Park Parcel that are owned personally by the Licensee. Licensee shall not deposit or allowed to be deposited upon or within the Canyon Meadows Park Parcel any material considered to be hazardous under any lawful definition of the same, excluding natural waste, such as manure, from the horses.

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6. **Indemnification**: Licensee hereby agrees to hold harmless, defend, indemnify and release the City, and all of its officers, administrators, council members, employees and attorneys from any and all claims, demands, liability, damages, judgments, suits, fees, including attorney's fees, and fines of any type or nature, both known and unknown, present and future, including any which arise after termination of the License which arise from or are in anyway related to Licensee's use of the Canyon Meadows Park Parcel and/or performance of this Agreement, including Licensee's conduct, negligence and intentional wrongdoing (collectively "Claims"); as well as those Claims suffered by the Licensee and/or Licensee's property and/or Licensee's guests and invitees and their property, which arise from, or are in any way connected with a third party's use, access, or entrance upon the Canyon Meadows Park Parcel. Licensee agrees to house, board, harbor, or shelter only animals in their sole ownership. Third party use of the Canyon Meadows Park Parcel is prohibited. Licensee's use of the Canyon Meadows Park Parcel shall forever be at Licensee's sole risk and consequence.

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8. **Severability**. Should any portion of this Agreement for any reason be declared invalid or unenforceable by any authority with proper jurisdiction, 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 maintained and achieved.

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

10. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions. No waiver shall be binding unless executed in writing by the waiving Party.

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

12. **Default.** In the event of any default 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.

13. **Knowledge.** The undersigned have read this Agreement and understand all of its terms. Furthermore, both Parties have sought, or had the opportunity to seek and have rejected, legal representation in this matter, and agree that the language shall not be construed against the author of the document. Licensee has conducted all necessary due diligence and/or investigation in and to the Canyon Meadows Park Parcel and all matters regarding it, or has voluntarily waived all or a portion of such due diligence and/or investigation and have satisfied all concerns, if any, accordingly, and have done so, and hereby enter this Agreement, without reliance upon

any representation made or implied by the City, including, but not limited to, its representatives, agents, attorneys, employees, officers and managers.

14. **No Representations or Warranties.** The License is granted, and Licensee hereby accepts said License and the property or Canyon Meadows Park Parcel subject to it, free from any and all express and implied warranties of any type or condition. Accordingly, the same are hereby expressly waived and the Licensee accepts the License and its subject property (the Canyon Meadows Park Parcel) in an “As Is” condition. Except for the duties, obligations and warranties of the Parties expressly 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 as set forth below, the Parties make no representations or warranties of any kind or nature whatsoever.

15. **Insurance.** To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys’ fees, arising from the negligence, recklessness or willful misconduct of the Licensee or third-party users of the Licensees’ horses in the use of the City Canyon Meadows Park Parcel. Licensee shall procure and maintain the following insurance policies in these minimum amounts: Insurance of General Liability Coverage, one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage shall apply to the use of the horse(s) upon the Canyon Meadows Park Parcel or housing and/or harboring horses upon the Canyon Meadows Park Parcel under this Agreement.

EXECUTED as of the day and year set forth below.

Lisa Gidley

Lisa ~~Gidly~~Gidley

Date

SUBSCRIBED AND SWORN to before me this ____ day of _____, 201~~8~~3.

NOTARY PUBLIC

THE CITY OF SOUTH WEBER, A UTAH MUNICIPAL CORPORATION

BY: ~~Tom Smith~~Jo Sjoblom
ITS: ~~City Manager~~Mayor

DATE

Attest:

City Recorder



pasture rental

PETERSON PKWY

OLD POST

BOMAN WAY

OFFICE RD.


FIRM RD

FIRTH

S.E.

MEMORANDUM

TO: South Weber City Mayor and Council

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

CC: Mark McRae – South Weber City Manager (Acting)
Mark Larsen – South Weber City Public Works Director
Lisa Smith – South Weber City Deputy Recorder

RE: **FREEDOM LANDING TOWNHOMES PHASE 2**
Final Review

Date: February 15, 2018

Our office has completed a review of the Final Plat and Improvement Plans for the Freedom Landing Townhomes Phase 2 Subdivision received, January 12, 2018. We recommend approval, and offer the following comments.

PLAT – No comments.

IMPROVEMENT PLANS – No comments.

FOLLOWING APPROVAL

1. 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.
2. 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.
3. 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.



VICINITY MAP
SCALE: NONE

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	285.00'	164.92'	162.62'	84.84'	S72°43'01"E	33°09'15"
C2	100.00'	67.45'	66.17'	35.06'	N19°40'20"E	38°38'37"
C3	42.50'	38.21'	36.93'	20.50'	S25°15'05"E	51°30'34"
C4	100.00'	58.22'	57.40'	29.96'	N17°10'54"E	33°21'24"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N38°59'38"E	22.44'

EAST QUARTER CORNER OF SECTION 20, T.5N., R.1W., S.L.B & M., U.S. SURVEY

BOUNDARY DESCRIPTION

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

BEGINNING AT A POINT, SAID POINT BEING N00°24'04"W 136.74 FEET AND S89°35'56"W 445.79 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N56°08'24"W 149.28 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 285.00 FEET, AN ARC LENGTH OF 164.92 FEET, A DELTA ANGLE OF 33°09'15", A CHORD BEARING OF N72°43'01"W, AND A CHORD LENGTH OF 162.62 FEET; THENCE N89°17'39"W 169.19 FEET; THENCE N00°21'01"E 490.30 FEET; THENCE N22°14'54"W 84.93 FEET; THENCE N37°14'35"W 141.98 FEET; THENCE N39°53'07"E 217.19 FEET; THENCE S51°08'39"E 589.97 FEET; THENCE S01°11'30"W 558.89 FEET; THENCE S23°52'39"W 58.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 355,956 SQUARE FEET OR 8.172 ACRES MORE OR LESS

Townhome Information

TOTAL TOWNHOME UNITS.....	87
TOWNHOME UNIT (24'x51').....	1224 S.F.
TOWNHOME UNIT (21'x51').....	1071 S.F.
TOWNHOME UNIT (24'x54').....	1134 S.F.
TOWNHOME UNIT (21'x54').....	1296 S.F.
PHASE 1.....27 UNITS	
BUILDING #1 (51'x138').....	7038 S.F.
BUILDING #2 (51'x138').....	7038 S.F.
BUILDING #3 (51'x117').....	5932 S.F.
BUILDING #4 (51'x117').....	5967 S.F.
BUILDING #5 (51'x117').....	5967 S.F.
PHASE 2.....26 UNITS	
BUILDING #6 (51'x117').....	5967 S.F.
BUILDING #7 (51'x117').....	5967 S.F.
BUILDING #8 (54'x90').....	4860 S.F.
BUILDING #9 (54'x138').....	7452 S.F.
BUILDING #10 (54'x138').....	7452 S.F.
PHASE 3.....34 UNITS	
BUILDING #11 (57'x90').....	4590 S.F.
BUILDING #12 (51'x117').....	5967 S.F.
BUILDING #13 (54'x72').....	3888 S.F.
BUILDING #14 (54'x138').....	7452 S.F.
BUILDING #15 (54'x138').....	7452 S.F.
BUILDING #16 (54'x138').....	7452 S.F.
BUILDING #17 (51'x90').....	4590 S.F.

Site Information

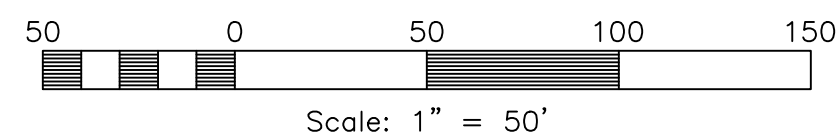
TOTAL PARCEL AREA.....	8.17 ACRES
BUILDING AREA.....	2.41 ACRES 29.5%
HARDSCAPE.....	1.13 ACRES 13.8%
LIMITED COMMON.....	0.64 ACRES 7.8%
OPENSACE/Common AREA.....	3.99 ACRES 48.9%
TOTAL PARKING STALLS.....	306
PARKING.....	15
TOWNHOME (2 GARAGE) DRIVEWAY PARKING (2 PER DRIVEWAY).....	239
TOWNHOME (1 GARAGE) DRIVEWAY PARKING (1 PER DRIVEWAY).....	52

NOTES

1. PROJECT IS NOT IN A SENSITIVE LAND AREA ACCORDING TO SOUTH WEBER CITY GENERAL PLAN MAP 2.
2. PROJECT HAS NO WETLAND DELINEATION.
3. PROJECT IS NOT A FLOOD ZONE ACCORDING TO MAP#49011C0088E, DATED JUNE 18, 2007.
4. PLAYGROUND WILL BE CONSTRUCTED IN PHASE 3.
5. EACH UNIT WILL HAVE AN INDIVIDUAL GARBAGE TO BE STORED IN THE GARAGE.
6. STREETS WILL BE PRIVATE WITH PUBLIC UTILITIES.
7. THERE WILL BE A PUBLIC UTILITY ON EACH SIDE OF THE ROAD (SEE STREET CROSS SECTION ON SHEET 2).
7. "NO ON-STREET PARKING" SIGNS WILL BE PLACED THROUGHOUT THE PROJECT.

LEGEND

	= SECTION CORNER		= ADJOINING PROPERTY
	= SECTION TIE LINE		= CENTERLINE
	= BOUNDARY LINE		= 25' SEWER EASEMENT
	= 10' ASPHALT TRAIL		= 25' IRRIGATION EASEMENT
	= 4' ASPHALT TRAIL		= 30' WEBER BASIN WATER EASEMENT
	= OPEN SPACE/Common AREA		= EXISTING BUILDING
	= LIMITED COMMON AREA		= EXISTING PAVEMENT
	= SINGLE GARAGE UNIT		= 15' YARD BUFFER
	= DOUBLE GARAGE UNIT		



SOUTH QUARTER CORNER OF SECTION 20, T.5N., R.1W., S.L.B & M., U.S. SURVEY

Freedom Landing Townhomes

South Weber City, Davis County, Utah

Revised: 10-18-17

Freedom Landing Townhomes
PART OF THE SE 1/4 OF SECTION 20 T.5N., R.1W., S.L.B & M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
Preliminary Plat
"Not to be Recorded"

Project Info.
Engineer: N. Reeve
Designer: C. Cave
Begin Date: 4-4-17
Name: FREEDOM LANDING TOWNHOMES
Number: 5061-C16

Developer:
Ovation Homes
Brad Frost
893 N. Marshall Way #A
Layton, UT 84041
(801) 564-3898

Sheet 1 of 2
2 Sheets



Community and Economic Development

Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025
Telephone: (801) 451-3279- Fax: (801) 451-3281
Barry Burton/Director

FREEDOM LANDING TOWNHOMES PHASE 2 FINAL

By Barry Burton 12.7.17

APPLICANT: Ovation Homes

REQUEST: Final approval for Phase 2 of the Freedom Place Townhomes Development.

GENERAL INFORMATION: This is a 26 unit phase that conforms to the approved Preliminary Plat and meets the requirement of a maximum of 30 units with a single access. Open space requirements have been met and the landscape plans appear to be adequate. There is no buffer yard requirement in this phase.

The improvement plans indicate the existence of the trail (Does the trail have a name?) that is the extension of the I-84 frontage trail, but indicates that it will be built by others, not the developer. I have been under the impression we expected the developer to build the trail through the project.

PLAT: The plat appears to be in order with two exceptions. There are two signature blocks for PacifiCorp that should be removed. Once again, this appears to give the right to approve (or deny) the plat to the utility company when they have no such right. We should receive approval for their easement via letter or other means than a signature on the plat.

The second issue is that there is a 25' easement shown for an existing sewer line along the east property line. That is the same area to be used for the public trail. The easement does not indicate that it is for a public trail as well, but it should. Or at least 15' of it should.

STAFF RECOMMENDATION: I recommend the Planning Commission forward this proposal to the City Council with a recommendation of approval subject to:

1. Resolution as to who is responsible for building the trail.
2. Removal of the PacifiCorp signature blocks from the plat.
3. Showing a public use easement for the trail on the plat.

These things should all be done and verified by staff prior to presenting the proposal to the City Council.

SOUTH WEBER CITY PLANNING COMMISSION MEETING WORK MEETING

DATE OF MEETING: 14 December 2017

TIME COMMENCED: 6:02 p.m.

PRESENT: COMMISSIONERS:

Tim Grubb
Debi Pitts
Rob Osborne
Wes Johnson
Taylor Walton

CITY ENGINEER:

Brandon Jones

CITY PLANNER:

Barry Burton

PLANNING COORDINATOR:

Lisa Smith

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES:

Approval of Meeting Minutes – Commissioner Pitts

- November 6, 2017
- November 9, 2017

Public Hearing on Rezone: application at approx. 2355 E South Weber Drive (parcel 13-034-0060), approx. 10.9 acres from agriculture (A) to Residential High Density (R-H) by applicant Matrix Capital Advisors, LLC: Barry said he isn't saying this rezone isn't good, but it doesn't follow the general plan and he isn't sure the Planning Commission is ready to make this type of decision. Commissioner Johnson brought up the fact that the sewer system in that area needs to be upgraded. Brandon Jones, City Engineer, said we must plan by going with the master plan. He said densities identify what the needs are and when there are areas considered to do something different, sometimes it is okay, but in this case the use is more than what was planned for. Commissioner Osborne said the master plan was updated three years ago. Brandon pointed out that the Capital Facilities Plan was just completed in September 2017. Commissioner Johnson identified the study from 2009 for commercial development.

Public Hearing on Rezone: rezone application at approx. 7482 Cornia Drive, (parcel 13-174-0001) of approx. 1.3 acres from Commercial highway (C-H) to light industrial (L-I) by applicant Shawn Durrant: Barry Burton, City Planner, said this rezone request does not meet the recommendations of the current General Plan which calls for the land to be used for Commercial Highway purposes. He said this lot lies adjacent to Sure Steel which is zoned Light

Industrial and is across Cornia Dr. from an active gravel pit. This proposal seems to make sense for this particular property. It is quite likely that a General Plan update would recommend light industrial use in this area. Commissioner Grubb discussed the decision made for Sure Steel. Commissioner Osborne is concerned about rezoning to an L-I Zone with a home next door. Commissioner Walton identified those types of businesses allowed in the L-I Zone Section 10-5L.4. Commissioner Grubb asked about a development agreement in conjunction with the rezone request. Barry read the list of conditional uses in the L-I Zone Section 5-L.5.

Final Subdivision: application for Freedom Landing phase 2 (26 lots) located at approx. 400 E Old Maple Road (parcel 13-006-0031) 11.9 acres by applicant Peter Matson:

Brandon Jones, City Engineer, said in speaking with Ovation Homes, they aren't in favor of a trail going through a Home Owner's Association (HOA). Commissioner Grubb said if they have another option that is viable, we will listen to it. Barry said as far as he understands, they haven't been able to come up with another option.

Barry Burton, City Planners, review of 7 December 2017 is as follows:

APPLICANT: Ovation Homes

REQUEST: Final approval for Phase 2 of the Freedom Place Townhomes Development.

GENERAL INFORMATION: This is a 26-unit phase that conforms to the approved Preliminary Plat and meets the requirement of a maximum of 30 units with a single access. Open space requirements have been met and the landscape plans appear to be adequate. There is no buffer yard requirement in this phase. The improvement plans indicate the existence of the trail that is the extension of the I-84 frontage trail, but indicates that it will be built by others, not the developer. I have been under the impression we expected the developer to build the trail through the project. PLAT: The plat appears to be in order with two exceptions. There are two signature blocks for PacifiCorp that should be removed. Once again, this appears to give the right to approve (or deny) the plat to the utility company when they have no such right. We should receive approval for their easement via letter or other means than a signature on the plat. The second issue is that there is a 25' easement shown for an existing sewer line along the east property line. That is the same area to be used for the public trail. The easement does not indicate that it is for a public trail as well, but it should. Or at least 15' of it should.

STAFF RECOMMENDATION: I recommend the Planning Commission forward this proposal to the City Council with a recommendation of approval subject to: 1. Resolution as to who is responsible for building the trail. 2. Removal of the PacifiCorp signature blocks from the plat. 3. Showing a public use easement for the trail on the plat. These things should all be done and verified by staff prior to presenting the proposal to the City Council.

Brandon Jones, City Engineer's, review of 8 December 2017 is as follows:

Our office has completed a review of the Final Plat and Improvement Plans for the Freedom Landing Townhomes Phase 2 dated, November 15, 2017. We recommend approval, subject to the following items being addressed prior to final approval from City Council.

PLAT

1. The street needs to be given a name. Our office will also provide the addresses for the lots.
2. A 15' public access easement is needed for the trail.
3. Our office has some minor redline comments (additional dimensions, misc. text corrections, etc.) that we will provide to the developer's engineer for revision.

IMPROVEMENT PLANS

4. A fire hydrant is required on the north end of the culinary waterline for blow-off purposes. This can be considered permanent or could be relocated in the next phase.
5. The 10' wide asphalt trail needs to be installed with this phase, as it was originally agreed to with the first proposal. A cross section of the proposed trail improvements also needs to be provided.
6. It is no longer required to provide a buffer yard. The plans may be revised accordingly.

Final Subdivision: application for Riverside Place phase 3 (28 lots) located at approx. 6650 S 475 E (parcel 130180072) 2.92 acres by applicant Tim Grubb: Commissioner Osborne doesn't see anything that should hold this back from moving forward. Brandon said the developer needs to clean up some minor items.

Barry Burton, City Planner's, review of 6 December 2017 is as follows:

APPLICANT: Miller Bates LLC

REQUEST: Final approval for Phase 3 of Riverside Place Subdivision.

GENERAL INFORMATION: This Phase 3 is lot different than the last Phase 3 we saw. This 28-lot phase is the same area we saw previously as Phases 3 and 4 plus a little more. They have resolved the issues I had before with corner lots that did not have complete streets along both frontages. Lots 301-312 and 324-328 are within the R-P zone and the rest of the lots are within the R-M zone; all of them conform to the approved preliminary plan and zoning requirements. PLAT: The plat appears to be in order with one exception. The signature block for Rocky Mountain Power should be removed. This appears to give the right to approve (or deny) the plat to the utility company when they have no such right. Even if this were okay, we would need to include all utility providers.

STAFF RECOMMENDATION: I recommend the Planning Commission forward this proposal to the City Council with a recommendation of approval.

Brandon Jones, City Engineer's, review of 8 December 2017 is as follows:

Our office has completed a review of the Final Plat and Improvement Plans for the Riverside Place Phase 3 dated, December 5, 2017. We recommend approval, subject to the following items being addressed prior to final approval from City Council.

GENERAL

1. A letter approving the proposed improvements in this phase is needed from the South Weber Irrigation Company.

PLAT

2. Our office will provide the addresses for the lots.

3. The surveyor needs to minimize the number of survey monuments in the street. Only those absolutely necessary should be installed.

4. The 15' landscape buffer along lots 324-R to 328-R can be removed and is no longer a requirement in the R-P zone.

IMPROVEMENT PLANS

5. A fire hydrant is required at the ends of all stubbed roads for blow-off purposes. This can be considered permanent or could be relocated in the next phase.

6. An Air/Vac is required on the culinary water line at the high point on Green Springs Way (approx. 14+50).

7. Our office has some minor redline comments that we will provide to the developer's engineer for revision.

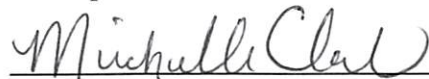
Visual Buffer (V-B Zone): Commissioner Osborne asked if the City Council made a decision at their last meeting concerning the V-B Zone. Barry Burton, City Planner, said the Council tabled this item. He said there are some language changes that need to be made to the Ordinance and a decision needs to be made concerning the alignment of Old Fort Road. Barry then reviewed Option 1 and Option 2 for the road alignment that was put together by Brandon Jones.

ADJOURNED: 6:30 p.m.

APPROVED:


Date 8 FEB 2018

Chairperson: Rob Osborne



Transcriber: Michelle Clark

Attest:


Planning Coordinator: Lisa Smith

SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 14 December 2017

TIME COMMENCED: 6:30 p.m.

PRESENT: COMMISSIONERS:

Tim Grubb
Debi Pitts
Rob Osborne
Wes Johnson
Taylor Walton

CITY PLANNER:

Barry Burton

CITY ENGINEER:

Brandon Jones

CITY MANAGER:

Tom Smith (excused)

PLANNING COORDINATOR:

Lisa Smith

Transcriber: Minutes transcribed by Michelle Clark

A PUBLIC WORK MEETING was held at 6:00 p.m. to REVIEW AGENDA ITEMS

PLEDGE OF ALLEGIANCE: Commissioner Pitts

ATTENDEES: Rod Westbroek, John McCall, Brad Brown, Elizabeth Rice, Mary Ann Callister Day, Nathan Bringhurst, Chris Clifford, Peter Matson, Shawn Durrant, Louise Cooper, and Danette Christensen.

APPROVAL OF MEETING MINUTES

- November 6, 2017
- November 9, 2017

Commissioner Pitts moved to approve the meeting minutes of 6 November 2017 and 9 November 2017 as written. Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, Pitts, and Walton voted yes. Commissioner Grubb abstained as he was excused from the meeting. The motion carried.

APPROVAL OF THE AGENDA: Commissioner Johnson moved to approve the agenda as written. Commissioner Grubb seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

DECLARATION OF CONFLICT OF INTEREST: Commissioner Grubb declared a conflict of interest with the Final Subdivision application for Riverside Place phase 3 (28 lots) located at approx. 6650 S 475 E (parcel 130180072) 2.92 acres.

Commissioner Grubb moved to open the public hearing for the rezone application at approximately 2355 E South Weber Drive (parcel 13- 034-0060), approximately 10.9 acres from agriculture (A) to Residential High Density (R-H) by applicant Matrix Capital Advisors, LLC. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

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

Public Hearing on Rezone: application at approx. 2355 E South Weber Drive (parcel 13-034-0060), approx. 10.9 acres from agriculture (A) to Residential High Density (R-H) by applicant Matrix Capital Advisors, LLC: Chris Clifford, of Matrix Capital Advisors,

Brad Brown, stated he is a commercial real estate agent and said he has been working on this property for quite a while. He said owners have pursued commercial, but the reception is limited with a parcel this size. He said there are geographical limitations to this property and limited potential for growth. He said the best scenario would be local businesses. He said the multi-family demand is there. He sees cities that use that to their advantage.

Commissioner Osborne asked if there was any public comment.

Liz Rice, 7975 S. 2310 E., said she has pursued commercial development. She said the biggest challenge is the location of stores in Layton and South Ogden. She said South Weber doesn't have the population to support a grocery store. She feels they have a rich heritage that they want to preserve with their farm.

Rod Westbroek, 7903 S. 2800 E., said he served on the Planning Commission for ten years and in that ten years there were many who fought hard for commercial property and once it is given up, there is nowhere else to get it. He said the General Plan was amended three years ago and at that time citizens were asked what they would like to see and one thing that stood out was that they don't want to see anymore high density in South Weber. He estimates South Weber has enough high density to meet the requirement.

Barry Burton, City Planner's, review of 5 December 2017 is as follows:

GENERAL INFORMATION: The rezone request does not meet the recommendations of the current General Plan which calls for the land to be used for Commercial Highway purposes. The applicant will be making the argument that the demand for commercial development in South Weber will never fully occupy all of our commercial zoned properties. This may be true; the Planning Commission and City Council will be hearing more about this in the near future. But, that doesn't mean that this piece of property isn't viable for commercial uses, nor does it mean that high density residential uses would be any more appropriate. Also, we know there are some sewer service issues in this area and allowing high density residential on this property would significantly impact the sewer system. I believe the correct thing to do here is to decide if we

want to revisit the General Plan and if upon doing so; this property is slated for high density residential, only then would such a rezone be appropriate.

STAFF RECOMMENDATION: I recommend this rezone application be given a recommendation of denial to the City Council. This proposal is contrary to the General Plan and even if it might be appropriate to make a change to the General Plan in this area, we don't know what that change might be.

Commissioner Johnson moved to close the public hearing for the rezone application at approximately 2355 E South Weber Drive (parcel 13- 034-0060), approximately 10.9 acres from agriculture (A) to Residential High Density (R-H) by applicant Matrix Capital Advisors, LLC. Commissioner Grubb seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

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

Barry read an email he received from Dan Murray. Mr. Murray's email is as follows:

As a neighboring landowner within 300 feet of the Matrix Capital rezone application, Murray Holdings was notified of their public hearing on Thursday, December 14, 2017. Unfortunately, I cannot attend Thursday's meeting, but I would like to register my support for their application. Based on the responses that I have received on both our undeveloped commercial property in the area and our first retail building, along with my retail real estate experience, I believe a multi-family use is the highest and best use for the subject parcel. It would also appear from a planning perspective that keeping multi-family along the main corridor provides a good buffer to traffic along South Weber Drive and that it will hopefully benefit from future public transportation enhancements.

Commissioner Johnson said Highway 89 and Highway 84 is a crossroad that brings business. He said currently, the city's infrastructure can't support high density in this area. He isn't sure the city should step away from commercial which would help bring a tax base to the city. Commissioner Pitts is concerned about the impact this type of development would have on the city's sewer system in this area. Commissioner Taylor the city needs the rooftops to drive commercial development. He is also concerned about the infrastructure. He feels the city isn't ready for this type of development based upon the Capital Facilities Plan. Commissioner Grubb understands it is nice to put high density on the fringe of the city; however, the city isn't looking for more high density. He feels the city needs to see what changes will come from Highway 89. He said at some point it will be important to review the General Plan, but it needs to go through the proper channel before this property is rezoned. Commissioner Osborne said he would like to see an entertainment type business. He feels there are other possibilities outside a grocery store.

Chris Clifford said he feels the city has plenty of commercial property. He said Dan Murray has only leased 40% of his commercial space. He said people move here because of the rural feel of this city. He said this area doesn't get the traffic that can support entertainment. He understands the infrastructure concerns. He feels this application may be a little bit premature and he would like to see what comes out of the Council and Planning Commission Retreat in January. He requested the Planning Commission table this rezone request.

Barry Burton said this is not the right time to make this rezone request. He said the city needs to look at the infrastructure and possibly review the General Plan. Commissioner Osborne said there is also a concern for residential in this area with the dust coming from the gravel pits.

Brandon Jones said this area was not anticipated to be high density and we would need to go back and review the sewer model. He suspects it would require an upsizing of the sewer line.

Commissioner Johnson moved to recommend to the City Council to table the rezone application at approximately 2355 E South Weber Drive (parcel 13- 034-0060), approximately 10.9 acres from agriculture (A) to Residential High Density (R-H) by applicant Matrix Capital Advisors, LLC until get an updated General Plan and because the current infrastructure does not support this development. Motion died due to lack of second.

Commissioner Grubb moved to recommend the City Council deny the rezone application at approximately 2355 E South Weber Drive (parcel 13- 034-0060), approximately 10.9 acres from agriculture (A) to Residential High Density (R-H) by applicant Matrix Capital Advisors, LLC. based that it doesn't fit the current General Plan. Commissioner Walton seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

Commissioner Walton moved to open the public hearing for rezone application at approximately 7482 Cornia Drive, (parcel 13- 174-0001) of approximately 1.3 acres from Commercial highway (C-H) to light industrial (L-I) by applicant Shawn Durrant. Commissioner Pitts seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

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

Public Hearing on Rezone: rezone application at approx. 7482 Cornia Drive, (parcel 13-174-0001) of approx. 1.3 acres from Commercial highway (C-H) to light industrial (L-I) by applicant Shawn Durrant: Shawn Durrant said he has a property located in Ogden and they are a small excavation company that is growing. He would like to build a nice office with a timber and glass entrance. He feels this development would fit in with the area.

Commissioner Osborne asked if there was any public comment.

Nate Bringhurst, employee of Sure Steel, said he is not opposed to this rezone request. He said in 2009 approached the city about their business. He said Sure Steel went through an architectural review process. He said they had to produce artist renderings. He said they also had to conduct a geotechnical report. He said the report found a slow-moving river below the property for which Sure Steel had to design and engineer a drain system.

John McCall, 2735 W. 4375 S. Roy, Utah, said he currently owns the property. He is looking for the highest and best use. He said because Sure Steel is already there, he went with the L-I Zone. He said there are five different zones in this area.

Rod Westbroek, 7903 S. 2800 E., suggested a development agreement be attached to the rezone request.

Barry Burton, City Planner's, review of 6 December 2017 is as follows:

GENERAL INFORMATION: The rezone request does not meet the recommendations of the current General Plan which calls for the land to be used for Commercial Highway purposes. However, there is a precedent for making this zone change. This lot lies adjacent to Sure Steel which is zoned L-I and is across Cornia Dr. from an active gravel pit. This proposal seems to make sense for this particular property. It is quite likely that a General Plan update would recommend light industrial use in this area.

STAFF RECOMMENDATION: I recommend this rezone application be given a recommendation of approval to the City Council. Light industrial use is not dissimilar to a commercial highway use in terms of its impact on the community and adjacent properties contain industrial uses.

Commissioner Johnson moved to close the public hearing for rezone application at approximately 7482 Cornia Drive, (parcel 13- 174-0001) of approximately 1.3 acres from Commercial highway (C-H) to light industrial (L-I) by applicant Shawn Durrant. Commissioner Walton seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

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

Commissioner Johnson asked Mr. Durrant if he plans on moving his office headquarters here. Shawn said, "yes". He said his engineer is Sure Steel's engineer. Commissioner Pitt asked if there will be working and repair work on equipment at this area. Shawn said, "yes". He said he doesn't do major engine work. He has been in Ogden for 15 years and hasn't received one complaint. He has talked to the neighbor to the north and they told him they didn't have a problem with his plan. Commissioner Pitts asked about what type of equipment is stored. Shawn said he does store small amounts of pipe, but he does like a clean yard. Commissioner Grubb said what has been presented seems like an appropriate use. He would recommend tabling this until a conditional use application is presented with the rezone request application. He said there is a possibility the City Council can deny this request. Commissioner Osborne feels this request is a good idea but should be attached to a development agreement. Barry suggested the application include a landscape plan and site plan with the façade.

Commissioner Grubb moved to table the rezone application at approximately 7482 Cornia Drive, (parcel 13- 174-0001) of approximately 1.3 acres from Commercial highway (C-H) to light industrial (L-I) by applicant Shawn Durrant until the applicant goes through the process of preparing a development agreement through a Sketch Plan Meeting before coming back to the Planning Commission. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

Final Subdivision: application for Freedom Landing phase 2 (26 lots) located at approx. 400 E Old Maple Road (parcel 13-006-0031) 11.9 acres by applicant Peter Matson: Peter Matson said phase 1 is completed. He said phase 2 almost mirrors phase 1. He asked if there is a name for the trail. Barry Burton said it would be nice to have a name. It was stated the trail is identified on the General Plan as Old Fort Trail. Peter said he understands that they will construct the trail. He said they will make sure the trail is identified in the sewer easement. He said the signature blocks will be removed. Brandon Jones said there should be two signature blocks with one being PacifiCorp and one for Central Weber Sewer District. He said the signatures on the plat will memorialize these easements. Peter identified the PacifiCorp note on the plat. Commissioner Grubb asked about the temporary turnaround. Brandon said the temporary turnaround needs an easement. Brandon said he just needs a legal description from Reeves & Associates.

Barry Burton, City Planners, review of 7 December 2017 is as follows:

APPLICANT: Ovation Homes

REQUEST: Final approval for Phase 2 of the Freedom Place Townhomes Development.

GENERAL INFORMATION: This is a 26-unit phase that conforms to the approved Preliminary Plat and meets the requirement of a maximum of 30 units with a single access. Open space requirements have been met and the landscape plans appear to be adequate. There is no buffer yard requirement in this phase. The improvement plans indicate the existence of the trail (Does the trail have a name?) that is the extension of the I-84 frontage trail, but indicates that it will be built by others, not the developer. I have been under the impression we expected the developer to build the trail through the project. **PLAT:** The plat appears to be in order with two exceptions. There are two signature blocks for PacifiCorp that should be removed. Once again, this appears to give the right to approve (or deny) the plat to the utility company when they have no such right. We should receive approval for their easement via letter or other means than a signature on the plat. The second issue is that there is a 25' easement shown for an existing sewer line along the east property line. That is the same area to be used for the public trail. The easement does not indicate that it is for a public trail as well, but it should. Or at least 15' of it should.

STAFF RECOMMENDATION: I recommend the Planning Commission forward this proposal to the City Council with a recommendation of approval subject to: 1. Resolution as to who is responsible for building the trail. 2. Removal of the PacifiCorp signature blocks from the plat. 3. Showing a public use easement for the trail on the plat. These things should all be done and verified by staff prior to presenting the proposal to the City Council.

Brandon Jones, City Engineer's, review of 8 December 2017 is a follows:

Our office has completed a review of the Final Plat and Improvement Plans for the Freedom Landing Townhomes Phase 2 dated, November 15, 2017. We recommend approval, subject to the following items being addressed prior to final approval from City Council.

PLAT

1. The street needs to be given a name. Our office will also provide the addresses for the lots.
2. A 15' public access easement is needed for the trail.
3. Our office has some minor redline comments (additional dimensions, misc. text corrections, etc.) that we will provide to the developer's engineer for revision.

IMPROVEMENT PLANS

4. A fire hydrant is required on the north end of the culinary waterline for blow-off purposes. This can be considered permanent or could be relocated in the next phase.
5. The 10' wide asphalt trail needs to be installed with this phase, as it was originally agreed to with the first proposal. A cross section of the proposed trail improvements also needs to be provided.
6. It is no longer required to provide a buffer yard. The plans may be revised accordingly.

Commissioner Grubb moved to recommend approval to the City Council for the Final Subdivision application for Freedom Landing phase 2 (26 lots) located at approx. 400 E Old Maple Road (parcel 13-006-0031) 11.9 acres by applicant Peter Matson subject to the following items:

1. Complete items on Barry Burton's review of 7 December 2017.
2. Items completed from Brandon Jones review of 8 December 2017.
3. Separate easement document for temporary turnaround
4. Include Covenant Conditions & Restriction's Document for the common areas.
5. Include the easement approval signature blocks for PacifiCorp and Central Weber Sewer on plat.

Commissioner Walton seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

Final Subdivision: application for Riverside Place phase 3 (28 lots) located at approx. 6650 S 475 E (parcel 130180072) 2.92 acres by applicant Tim Grubb: Commissioner Grubb excused himself from the Planning Commission. Tim Grubb, representing Riverside Place, said all the lots can stand alone and the turnaround easements are there. He is open to Brandon Jones and Barry Burton's recommendations in their review.

Barry Burton, City Planner's, review of 6 December 2017 is as follows:

APPLICANT: Miller Bates LLC

REQUEST: Final approval for Phase 3 of Riverside Place Subdivision.

GENERAL INFORMATION: This Phase 3 is a lot different than the last Phase 3 we saw. This 28-lot phase is the same area we saw previously as Phases 3 and 4 plus a little more. They have resolved the issues I had before with corner lots that did not have complete streets along both frontages. Lots 301-312 and 324-328 are within the R-P zone and the rest of the lots are within the R-M zone; all of them conform to the approved preliminary plan and zoning requirements. **PLAT:** The plat appears to be in order with one exception. The signature block for PacifiCorp

should be removed. This appears to give the right to approve (or deny) the plat to the utility company when they have no such right. Even if this were okay, we would need to include all utility providers.

Brandon Jones, City Engineer's, review of 8 December 2017 is as follows:

Our office has completed a review of the Final Plat and Improvement Plans for the Riverside Place Phase 3 dated, December 5, 2017. We recommend approval, subject to the following items being addressed prior to final approval from City Council.

GENERAL

1. A letter approving the proposed improvements in this phase is needed from the South Weber Irrigation Company.

PLAT

- 2. Our office will provide the addresses for the lots.
- 3. The surveyor needs to minimize the number of survey monuments in the street. Only those absolutely necessary should be installed.
- 4. The 15' landscape buffer along lots 324-R to 328-R can be removed and is no longer a requirement in the R-P zone.

IMPROVEMENT PLANS

- 5. A fire hydrant is required at the ends of all stubbed roads for blow-off purposes. This can be considered permanent or could be relocated in the next phase.
- 6. An Air/Vac is required on the culinary water line at the high point on Green Springs Way (approx. 14+50).
- 7. Our office has some minor redline comments that we will provide to the developer's engineer for revision.

Commissioner Johnson moved to recommend approval to the City Council for the Final Subdivision application for Riverside Place phase 3 (28 lots) located at approx. 6650 S 475 E (parcel 130180072) 2.92 acres by applicant Tim Grubb subject to the following items:

- 1. Complete items listed on Brandon Jones review of 8 December 2017.**

Commissioner Walton seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

PUBLIC COMMENTS: (None)

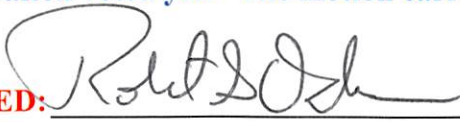
PLANNING COMMISSION:

Commissioner Walton: He asked about the rezone request process and if it is inconsistent with the General Plan having the applicant go to Sketch Plan prior to Planning Commission, if Barry and Brandon recommend.

Commissioner Johnson: He reported that the fence was reconstructed for the Angler's Access.

Commissioner Pitts: She thanked Commissioner Johnson for putting together the thirteen individuals who helped reconstruct the fence at Angler's Access.

ADJOURNED: Commissioner Grubb moved to adjourn the Planning Commission meeting at 8:20 p.m. Commissioner Walton seconded the motion. Commissioners Grubb, Pitts, Johnson, Osborne, and Walton voted yes. The motion carried.


APPROVED:  Date 8 FEB 2018
Chairperson: Rob Osborne


Transcriber: Michelle Clark

Attest: 
Planning Coordinator: Lisa Smith

MEMORANDUM

TO: South Weber City Mayor and Council

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

CC: Mark McRae – South Weber City Manager (Acting)
Mark Larsen – South Weber City Public Works Director
Lisa Smith – South Weber City Deputy Recorder

RE: **HIDDEN VALLEY MEADOWS, PHASE 2 SUBDIVISION**
Final Review

Date: February 15, 2018

Our office has completed a review of the Final Plat and Improvement Plans for the Hidden Valley Meadows, Phase 2 Subdivision received, February 2, 2018. We recommend approval, and offer the following comments.

PLAT – No comments.

IMPROVEMENT PLANS – No comments.

FOLLOWING APPROVAL

1. 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.
2. 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.
3. 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.

February 1, 2018

HIDDEN VALLEY MEADOWS COMMUNITY, LLC

REQUEST: Approval of the final Plat for Phase 2

GENERAL INFORMATION: The proposed plat is consistent with the approved Preliminary Plat with the exception that the primary access road across the Winchester property is not included. I have been in contact with the developer about this and they have indicated to me that they will be providing a revised Phase 2 with the access road included. Outside of that, I see no problems. The lots all meet the size, width and density requirements of the R-LM zone.

STAFF RECOMMENDATION: Provided developers do, in fact, give us a revised plat with the access road from 475 East included, I recommend the Planning Commission forward this request to the City Council with a recommendation of approval.



Community and Economic Development

Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025
Telephone: (801) 451-3279- Fax: (801) 451-3281
Barry Burton/Director

FREEDOM LANDING TOWNHOMES PHASE 2 FINAL

By Barry Burton 12.7.17

APPLICANT: Ovation Homes

REQUEST: Final approval for Phase 2 of the Freedom Place Townhomes Development.

GENERAL INFORMATION: This is a 26 unit phase that conforms to the approved Preliminary Plat and meets the requirement of a maximum of 30 units with a single access. Open space requirements have been met and the landscape plans appear to be adequate. There is no buffer yard requirement in this phase.

The improvement plans indicate the existence of the trail (Does the trail have a name?) that is the extension of the I-84 frontage trail, but indicates that it will be built by others, not the developer. I have been under the impression we expected the developer to build the trail through the project.

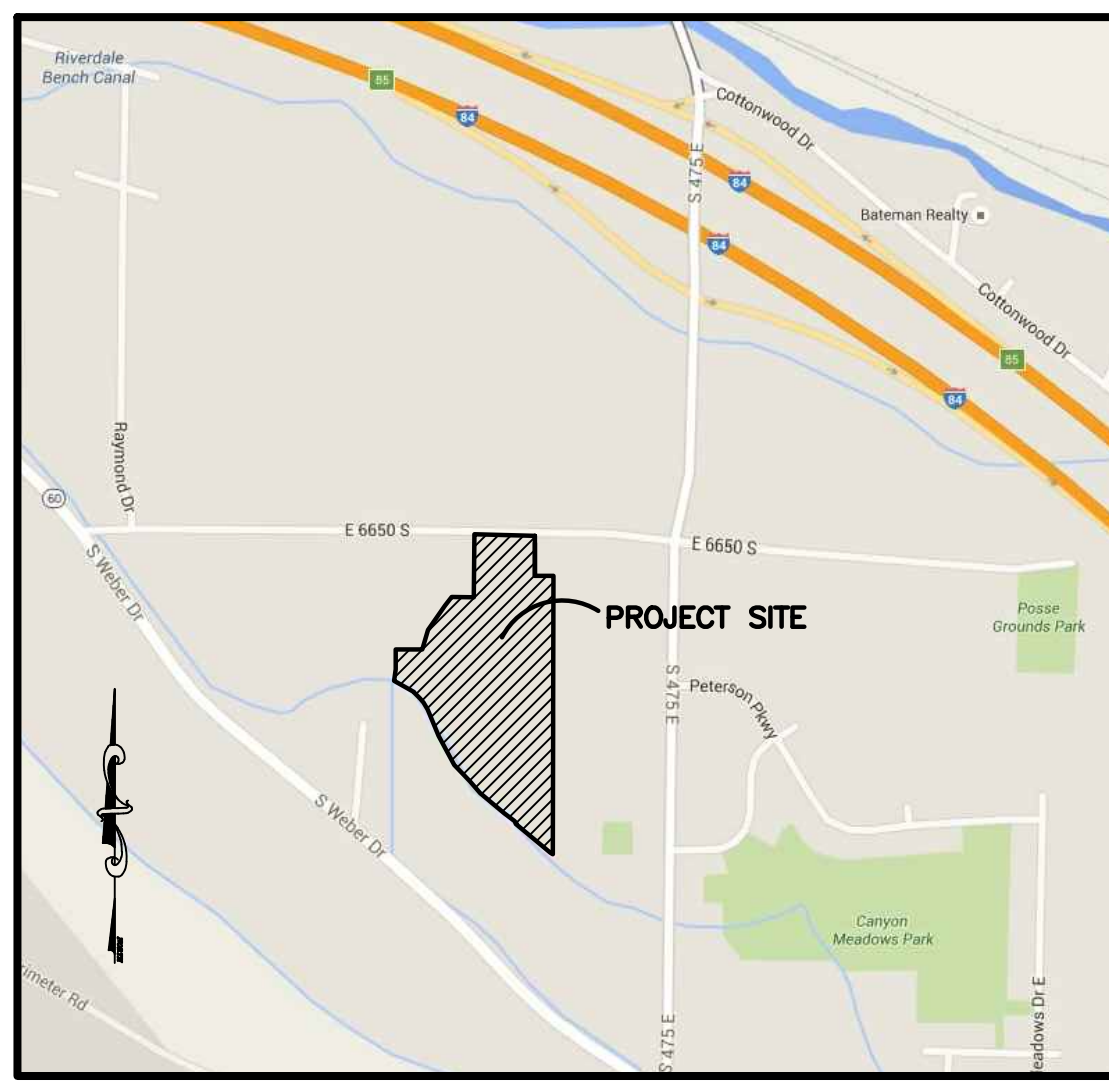
PLAT: The plat appears to be in order with two exceptions. There are two signature blocks for PacifiCorp that should be removed. Once again, this appears to give the right to approve (or deny) the plat to the utility company when they have no such right. We should receive approval for their easement via letter or other means than a signature on the plat.

The second issue is that there is a 25' easement shown for an existing sewer line along the east property line. That is the same area to be used for the public trail. The easement does not indicate that it is for a public trail as well, but it should. Or at least 15' of it should.

STAFF RECOMMENDATION: I recommend the Planning Commission forward this proposal to the City Council with a recommendation of approval subject to:

1. Resolution as to who is responsible for building the trail.
2. Removal of the PacifiCorp signature blocks from the plat.
3. Showing a public use easement for the trail on the plat.

These things should all be done and verified by staff prior to presenting the proposal to the City Council.



VICINITY MAP
SCALE: NONE

NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. FOUND BRASS CAP MONUMENT MARKED 1941

6650 SOUTH STREET

ROAD DEDICATION
6090 S.F.

N89°28'27"W (BASIS OF BEARINGS) 2642.48'

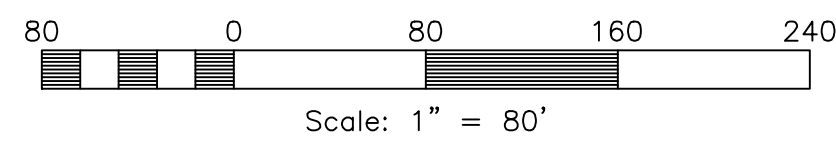
1828.77'

813.71'

NORTHEAST CORNER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. FOUND BRASS CAP MONUMENT MARKED 1941

LEGEND

- SECTION CORNER
BOUNDARY LINE
LOT LINE
ROAD CENTERLINE
ADJOINING PROPERTY
SECTION TIE LINE
EASEMENT
DRAINAGE EASEMENT
PUBLIC UTILITY EASEMENT
EXISTING BUILDING
ROAD DEDICATION



ZONE: RLM (RESIDENTIAL LOW-MODERATE DENSITY ZONE)

FRONT SETBACK: 20 FEET
SIDE SETBACK: 10 FEET MIN.
SIDE SETBACK FRONTING ON A STREET: 20 FEET
REAR SETBACK: 25 FEET

DESIGN DATA

TOTAL AREA: 13.72 ACRES
13.72 ACRES X 1.85 = 25.38 DENSITY
1.82 UNITS PER ACRE

NOTE:

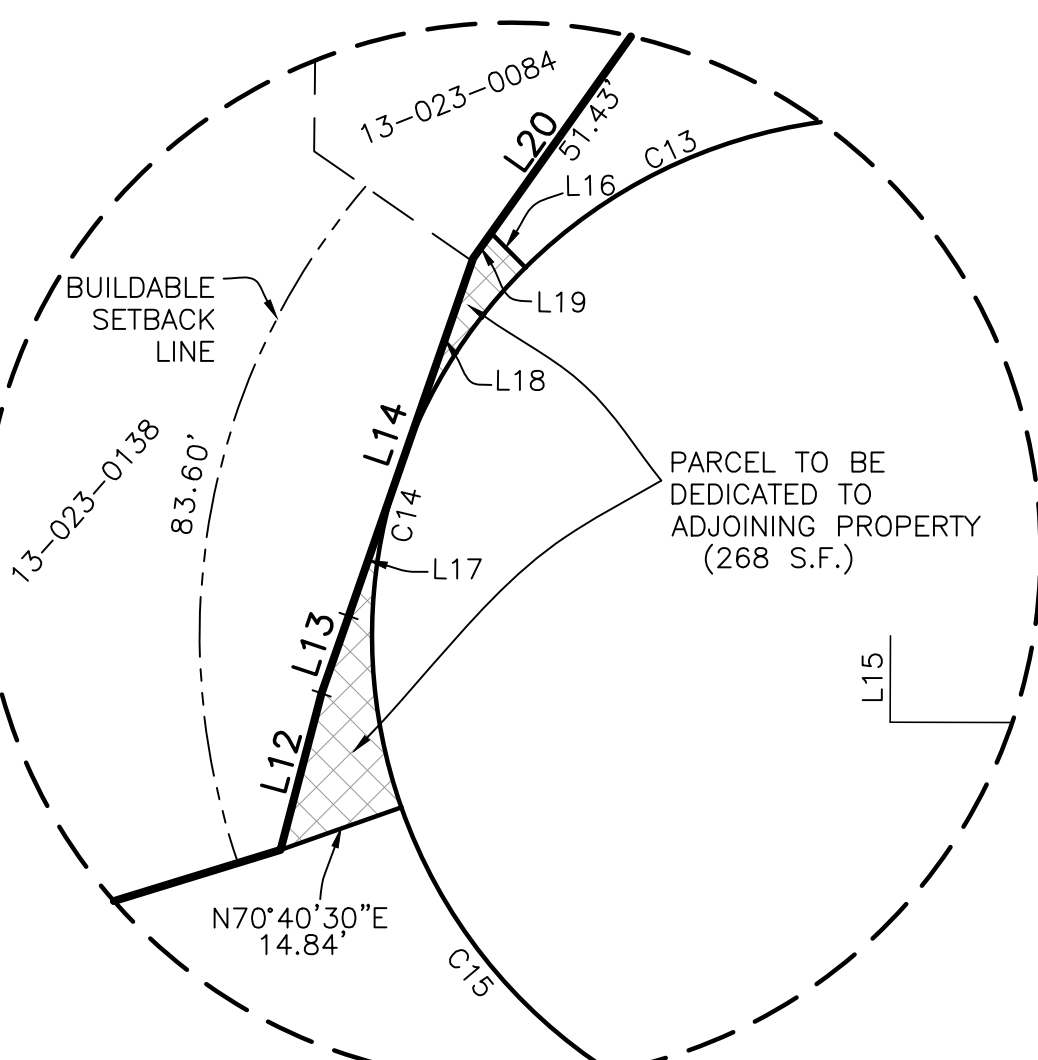
PROPERTY IS IN FEMA FLOOD ZONE X. INFORMATION FROM MAP 49011C0088E, DATED JUNE 18, 2007

BOUNDARY DESCRIPTION

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

BEGINNING AT A POINT, SAID POINT BEING N89°28'27"W 813.71 FEET AND S00°31'33"W 298.06 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 29; THENCE S00°34'31"W 144.61 FEET; THENCE S89°37'18"E 81.58 FEET; THENCE S00°08'00"W 599.61 FEET; THENCE S00°08'21"W 100.01 FEET; THENCE S00°08'00"W 216.38 FEET; THENCE S88°52'00"E 462.31 FEET; THENCE S00°55'05"W 70.00 FEET; THENCE N88°52'00"W 461.35 FEET; THENCE S00°08'00"W 244.08 FEET; THENCE N57°08'49"W 12.17 FEET; THENCE N50°17'15"W 193.92 FEET; THENCE N35°09'56"E 4.77 FEET; THENCE N46°00'41"W 12.90 FEET; THENCE N52°11'17"W 56.66 FEET; THENCE N50°19'43"W 133.30 FEET; THENCE N40°15'39"W 68.56 FEET; THENCE N44°00'58"W 97.72 FEET; THENCE N28°08'52"W 142.22 FEET; THENCE N22°47'21"W 122.35 FEET; THENCE N30°02'28"W 36.10 FEET; THENCE N40°43'12"W 25.52 FEET; THENCE N45°10'01"W 34.70 FEET; THENCE N03°12'42"E 12.43 FEET; THENCE N66°42'12"W 38.56 FEET; THENCE N71°56'56"W 47.25 FEET; THENCE N00°04'52"E 123.33 FEET; THENCE N72°54'47"E 122.62 FEET; THENCE N14°44'36"E 18.72 FEET; THENCE N19°12'23"E 9.49 FEET; THENCE N19°12'23"E 43.90 FEET; THENCE N35°23'47"E 55.01 FEET; THENCE N33°28'10"E 40.06 FEET; THENCE N37°20'53"E 28.88 FEET; THENCE N37°13'15"E 42.05 FEET; THENCE N33°34'52"E 8.33 FEET; THENCE S88°44'15"E 96.71 FEET; THENCE N00°39'45"E 272.25 FEET; THENCE S88°44'15"E 260.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 597,541 SQUARE FEET OR 13.718 ACRES



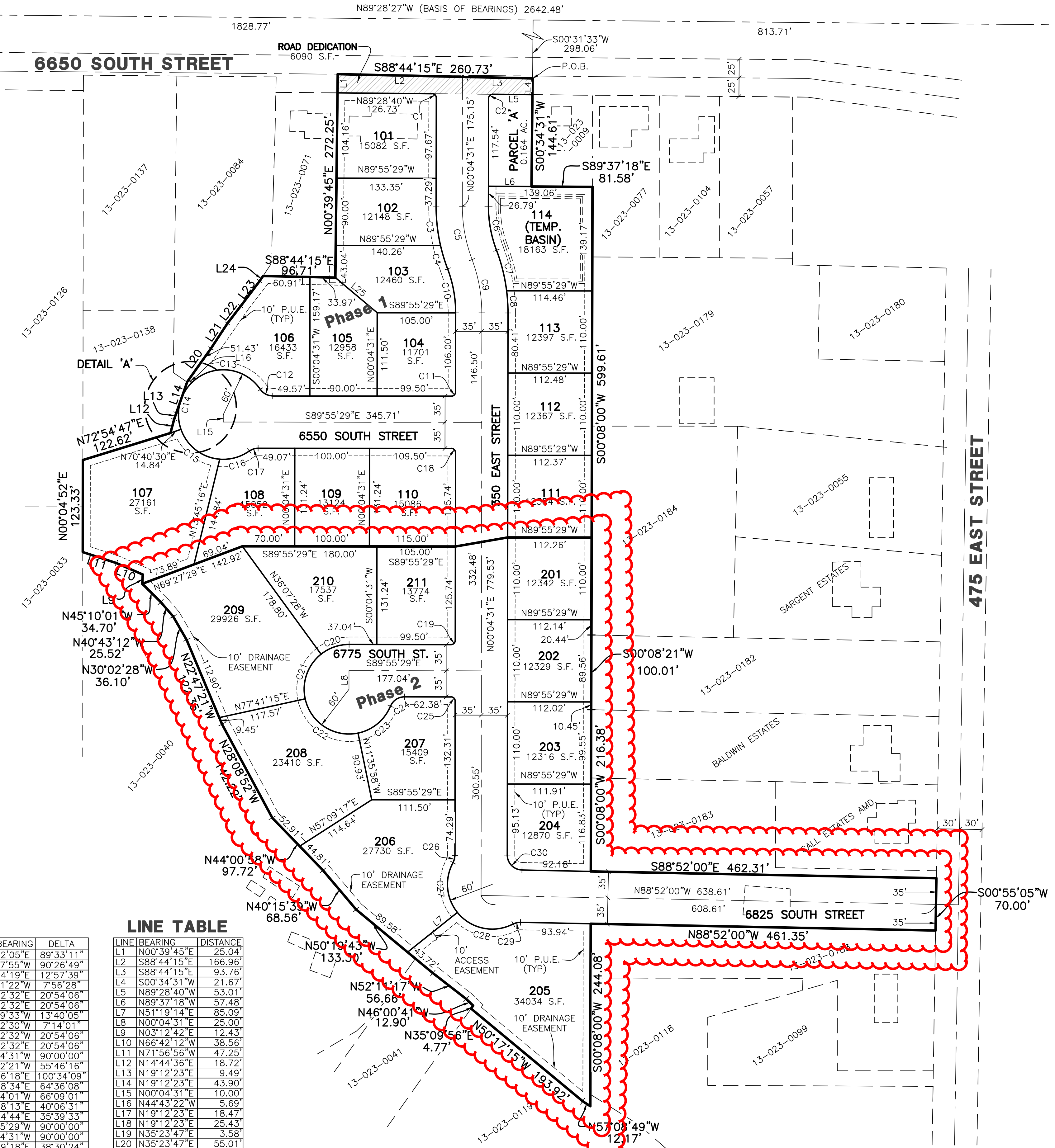
DETAIL 'A'
SCALE: NONE

CURVE TABLE

Table with columns: #, RADIUS, ARC LENGTH, CHD LENGTH, TANGENT, CHD BEARING, DELTA. Lists curve data for C1 through C30.

LINE TABLE

Table with columns: LINE, BEARING, DISTANCE. Lists line data for L1 through L29.



EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. FOUND BRASS CAP MONUMENT MARKED 1941

Hidden Valley Meadows

South Weber City, Davis County, Utah

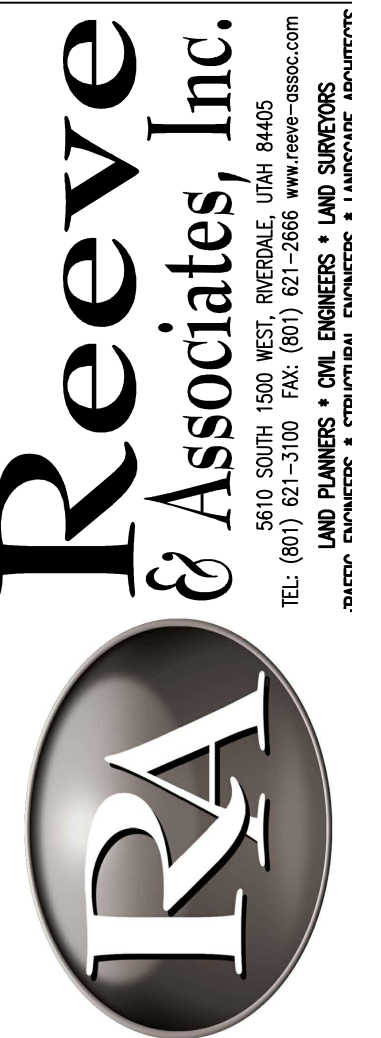


Table with columns: REVISIONS, DESCRIPTION, DATE. Shows a list of revisions.

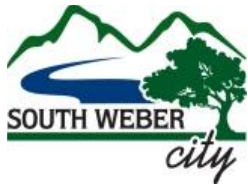
Hidden Valley Meadows
PART OF THE NE 1/4 OF SECTION 29, T-5N, R-1W, S-13B & M, U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
Preliminary Plat
'Not to be Recorded'

Project Info.
Engineer: N. Reeve
Designer: C. Cove
Begin Date: 11-16-16
Name: HIDDEN VALLEY MEADOW
Number: 1301-D19

Revised: Feb. 22, 2017

Developer:

Nilson Homes
5617 South 1475 East
Ogden, UT. 84403
(801) 392-8100



Council Meeting Date: February 20, 2018

Name: Mark McRae

Agenda Item: # 8

Objective: Approval of Amendment #2 Interlocal Cooperation Agreement for Animal Service

Background: The original agreement for animal services was signed for fiscal year 2016. In 2017 Amendment #1 was approved by the council. The 2017 agreement was a 23% increase over 2016 agreement or \$ 3,577.72. Davis County has presented to the city council this amendment #2 for fiscal year 2018. This new amendment for animal services has a 12% increase over 2017, or \$2,043.41. Exhibit A shows the three components of the agreement and the associated costs to the city.

Summary: This new amendment needs council approval to continue to have animal services provided by Davis County.

Committee Recommendation: NA

Planning Commission Recommendation: NA

Staff Recommendation: Approval of Agreement

Attachments: 2018 Amendment, 2017 exhibit A, and 2016 exhibit A

Budget Amendment: \$0.00 Budget for FY2018 is \$19,000. Estimated expense with increase \$18,200.

AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 2 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 2”) is made and entered into as of January 1, 2018, by and between Davis County, a political subdivision of the state of Utah (the “County”), and South Weber City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 2 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-324 (the “Agreement”); and
- B. The Parties, through this Amendment No. 2, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 2, the Parties do hereby agree as follows:

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

EXHIBIT A

The City’s 2018 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2018 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,680,578
	Operating:	\$340,070
	Capital Equipment:	\$40,500
	Allocations:	+ 151,671
	Total Expenditures:	\$2,212,819
Projected 2018 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$190,000
	Surgical Fees:	\$45,000
	Wildlife Fees:	\$49,672
	Donations:	+ \$11,500
	Total Revenues:	\$516,172
Projected 2018 Expenditures Less Projected 2018 Revenues:		\$2,212,819
		- \$516,172
		\$1,696,647
Combined Cities’ 50% Obligation:		\$1,696,647
		x 0.50
		\$848,324
Average of the City’s Total Billable Calls for 2016 and 2017:		203
Average of Combined Cities’ Total Billable Calls for 2016 and 2017:		10,363
The City’s 2017 Usage Rate:		203/ 10,363 1.96%
The City’s 2018 Calendar Year Obligation to the County:		\$16,627.15

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

The City’s 2018 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City’s Wildlife Calls for 2017:	57
Cost to City for Each Wildlife Call in 2017:	\$25.75
The City’s 2018 Calendar Year Obligation to County for Wildlife Calls:	\$1,467.75

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

The City’s 2018 calendar year obligation to the County for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities’ Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2018 Obligation of the Combined Cities:	\$56,200.00
The City’s 2017 Usage Rate:	1.96%
The City’s 2018 Calendar Year Obligation to the County:	\$1,101.52

8The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives on the dates indicated below.

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

RESOLUTION 17-06

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND SOUTH WEBER CITY FOR ANIMAL CONTROL SERVICES

WHEREAS, South Weber City desires to provide animal care and control services to its residents, and South Weber City Code 5-2-2 specifies that animal ownership and control will be in accordance with the Davis County animal control ordinance; and

WHEREAS, Davis County Animal Care & Control provides animal care and control services and is willing and able to provide said services to the City; and

WHEREAS, the City previously entered into an Interlocal Cooperation Agreement with Davis County for Animal Control Services for the calendar years January 1, 2016 to December 31, 2020 through Resolution 16-23; and

WHEREAS, the Agreement provides that the compensation paid by the City to the County shall be reviewed annually; and

WHEREAS, Davis County has proposed amendments to the original agreement outlining an increase in the compensation to be paid to the County for animal control services; and

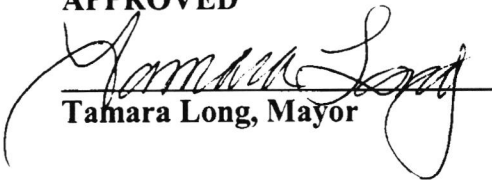
WHEREAS, the City Council has reviewed the provisions of the proposed Amendment to the original agreement;

BE IT THEREFORE RESOLVED, by the City Council of South Weber City, State of Utah, that South Weber City approves Amendment #1 to Interlocal Cooperation Agreement Between Davis County and South Weber City for Animal Control Services.

BE IT FURTHER RESOLVED, that the City shall pay compensation as specified in the Amendment to the County for said services, and the compensation amount shall be reviewed annually and adjusted by written amendment as agreed upon by the City and County. A copy of the Amendment Agreement is attached to this Resolution.

PASSED AND RESOLVED by the City Council of South Weber this 28th day of February, 2017.


APPROVED


Tamara Long, Mayor

Roll call vote was as follows:

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

Attest:


Elyse Greiner, City Recorder



AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 1 to Interlocal Cooperation Agreement for Animal Services (this "Amendment No. 1") is made and entered into as of January 1, 2017, by and between Davis County, a political subdivision of the state of Utah (the "County"), and South Weber City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein.

RECITALS

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-324 (the "Agreement"); and
- B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

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

EXHIBIT A

The City's 2017 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2017 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,630,576
	Operating:	\$316,581
	Capital Equipment:	\$42,900
	Allocations:	+ <u>105,490</u>
	Total Expenditures:	\$2,095,547
Projected 2017 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$190,000
	Surgical Fees:	\$45,000
	Wildlife Fees:	\$37,929
	Donations:	+ <u>\$11,500</u>
Total Revenues:	\$504,429	
Projected 2017 Expenditures Less Projected 2017 Revenues:		\$2,095,547 - <u>\$504,429</u> \$1,591,118
Combined Cities' 50% Obligation:		\$1,591,118 <u>x 0.50</u> \$795,559
Average of the City's Total Billable Calls for 2015 and 2016:		202
Average of Combined Cities' Total Billable Calls for 2015 and 2016:		10,604
The City's 2016 Usage Rate:		202/ <u>10,604</u> 1.9050%

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
The City's 2017 Calendar Year Obligation to the County:		\$15,155.40

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

The City's 2017 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2016:	36
Cost to City for Each Wildlife Call in 2016:	\$25.75
The City's 2017 Calendar Year Obligation to County for Wildlife Calls:	\$927.00

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

The City's 2017 calendar year obligation to the County for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2017 Obligation of the Combined Cities:	\$56,200.00
The City's 2016 Usage Rate:	1.9050%
The City's 2017 Calendar Year Obligation to the County:	\$1,070.61

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

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	SOUTH WEBER CITY
By: _____ Chair, Board of Davis County Commissioners Date: _____	By: <u>Tom Smith</u> Mayor City Manager Date: <u>3-7-17</u>
ATTEST:	ATTEST:
_____ Davis County Clerk/Auditor Date: _____	_____ City Recorder Date: <u>3/1/17</u>
APPROVED AS TO FORM AND LEGALITY:	APPROVED AS TO FORM AND LEGALITY:
_____ Davis County Attorney's Office Date: _____	_____ City Attorney Date: <u>3-1-17</u>

EXHIBIT A

The City's 2016 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2016 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,474,056
	Operating:	\$307,165
	Capital Equipment:	\$44,217
	Allocations:	+ \$69,811
	Total Expenditures:	\$1,895,237
Projected 2016 Revenues of Davis County Animal Care and Control:	Licenses	\$220,000
	Shelter Fees	\$190,000
	Surgical Fees	\$45,000
	Wildlife Fees	\$50,393
	Donations	+ \$11,500
	Total Revenues:	\$516,893
Projected 2016 Expenditures Less Projected 2016 Revenues:		\$1,895,237 - \$516,893 \$1,378,345
Combined Cities' 50% Obligation:		\$1,378,345 x 0.50 \$689,172
Average of the City's Total Billable Calls for 2014 and 2015:		195
Average of Combined Cities' Total Billable Calls for 2014 and 2015:		11,543
The City's 2015 Usage Rate:		195/ 11,543 1.69%
The City's 2016 Calendar Year Obligation to the County:		\$11,647.01

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

The City's 2016 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

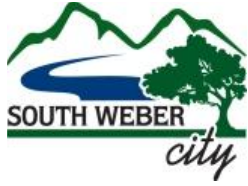
<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2015	38
Cost to City for Each Wildlife Call in 2015	\$25.75
The City's 2016 Calendar Year Obligation to County for Wildlife Calls	\$978.50

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

The City's 2016 calendar year obligation to the County
for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	1.69%
The City's 2016 Calendar Year Obligation to the County:	\$949.78

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



Council Meeting Date: February 20,2018

Name: Mark McRae

Agenda Item: # 10

Objective: RES. 18-14: Approval of License Between South Weber City and the USAF for Groundwater Monitoring

Background: There is the possibility of ground water contamination within the city boundaries due to pollutants from Hill Air Force Base. The levels and potential hazard to our citizens has been debated for several years. HAFB maintains several monitoring stations throughout the city, both on private and public property. HAFB has requested permission to place 4 additional monitoring stations on city property. HAFB has regularly presented to the city council the findings from these monitoring stations in their report.

Summary: For the benefit and protection of our citizens, South Weber has previously signed agreements like this agreement to allow ground water monitoring stations on city owned property.

Committee Recommendation: NA

Planning Commission Recommendation: NA

Staff Recommendation: Approve agreement for 4 additional monitoring stations.

Attachments: License Between South Weber City and the USAF for Groundwater Monitoring

Budget Amendment: NA

HILL AIR FORCE BASE, UTAH

LICENSE NO. USAF-AFMC-KRSM-18-1-0094

LICENSE

BETWEEN

SOUTH WEBER CITY

AND

THE UNITED STATES AIR FORCE

WHEREAS South Weber City (hereinafter Grantor) whose address is 1600 E South Weber Dr, South Weber, UT, 84405, has agreed to grant the United States Air Force (hereinafter "USAF"), a license which allows the USAF to locate and maintain groundwater monitoring wells and conduct groundwater and soil testing in connection with groundwater monitoring project, on certain real property (hereinafter "Premises") which is owned by the Grantor. The Premises are located in Davis County, Utah and particularly described as follows:

Portion of SE ¼ Section 28 T 5N R 1W SLB&M; Parcel No. 13-021-0045

Portion of SW ¼ Section 27 T 5N R 1W SLB&M; Parcel No. 13-011-0070

Roadway Location at Approx. 6980 S 475 E South Weber, NE ¼ of Sec. 29, T5N R1W

Roadway Location at Approx. 6950 S Canyon Meadows Dr., NW ¼ of Sec. 28, T5N
R1W

As delineated on map attached hereto and made a part hereof.

AND WHEREAS the Grantor and the USAF agree as follows:

AGREEMENT

1. To have access to the Premises for a term of **one (1) year beginning 1 March 2018 through 28 February 2019**. The USAF shall have four one-year options to renew this License, and provided that unless and until the USAF shall give notice of termination in accordance with provision 5 hereof, this License shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for payment of rentals. This License shall in no event extend beyond **28 February 2023**.

2. The route of ingress or egress onto the property shall only be over the approximate route as marked on the attached map (Atch 1). It is agreed that the USAF will have access daily to the property by vehicle to take water samples. The USAF agrees to carry out its operations at its own risk and expense, and the Grantor shall not be responsible or

liable for any injuries to persons or damage to property when such injuries or damage is caused by or results from the operations, acts or omissions of the USAF in the exercise of its rights and use of the Premises under this License and is not due to the negligence of the Grantor. Rental amounts include damage to crops or the property due to our ingress and egress onto the property by the designated route specified on attached map.

3. The Grantor agrees that access to the premises shall be granted to the Utah Department of Environmental Quality, or its successor, under the same conditions as access is granted to the USAF. If Grantor decides to sell any interest in the premises, Grantor shall inform the purchaser of the terms of this License before the sale is finalized. Grantor also agrees to notify by certified mail, the Hill Air Force Base Installation Support Team of the Environmental Directorate – Operations for the Air Force Civil Engineer Center (AFCEC/CZO), 7290 Weiner Street, Building 383, Hill AFB UT 84056-5003 of Grantor's intent to sell the property at least 30 days prior to any conveyance of the granted property. If Grantor fails to notify the USAF of the sale, all rentals accrued during the preceding payment period shall be forfeited.

4. The USAF shall have the right, during the existence of this License to attach fixtures, and erect structures or signs, in or upon the premises hereby granted. Said fixtures shall consist of **three (3) monitoring wells and one (1) check valve** to be placed in the approximate location as indicated on attached map. Any such fixtures, structures, or signs, so placed upon or attached to the said premises shall be and remain the property of the USAF and may be removed or otherwise disposed of by the USAF.

5. The USAF may terminate this License at any time by giving thirty (30) day notice in writing to the Grantor, and no rental shall accrue after the effective date of termination.

6. Any notice under the terms of this License shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the USAF shall be addressed to the Grantor. If given by the Grantor shall be addressed to 75 CEG/CL, 5713 Lahm Lane, Bldg 593 N, Hill AFB Utah 84056-5410.

7. The Grantor warrants that no person or selling agency has been employed or retained to solicit or secure this License upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty the USAF shall have the right to annul this License without liability or in its discretion to deduct from the license price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

9. (a) The USAF may, by written notice to the Grantor, terminate the right of the Grantor to proceed under this License if it is found, after notice and hearing, by the Secretary of the Air Force or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise), were offered or given by the Grantor, or any agent or representative of the Grantor, to any officer or employee of the USAF with a view toward securing a license or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such license; provided that the existence of fact upon which the Secretary of the Air Force or his duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

(b) In the event this License is terminated as provided in paragraph (a) hereof, the USAF shall be entitled (i) to pursue the same remedies against the Grantor as it could pursue in the event of a breach of the License by the Grantor, and (ii) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Air Force or his duly authorized representative) which shall not be less than three nor more than ten times the costs incurred by the Grantor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the USAF provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

10. Within 90 days after termination or expiration of this License, the USAF, at its cost and expense shall, subject to the availability of appropriations therefore, remove all above ground structures, signs and other appurtenances installed on the Premises, remove and cap the monitoring wells to natural ground level, and use all practicable efforts to return all affected ground surfaces of the Premises to the condition that existed immediately prior to initiation of the operations, reasonable wear and tear and damage by the elements or other circumstances over which the USAF has no control excepted.

11. The Grantor agrees that the Comptroller General of the United States or any duly authorized representatives shall, until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Grantor involving transactions related to this License.

12. This agreement may only be modified or amended by mutual agreement of the parties in writing and signed by each of the parties hereto.

13. The Grantor warrants they are the owners of the property and if it is later determined they are not the owners, will reimburse the USAF for rentals paid during the term of this License.

14. If Grantor is a corporation, partnership, trust, estate or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind Grantor.

15. The conditions of this instrument shall extend and be binding upon and shall inure to the benefit of the representatives, successors, and assigns of the Grantor.

16. The invalidity of any claims, part or provision of this agreement shall not affect the validity of the remaining portion or portions hereof.

17. This License is not subject to Title 10, U.S.C. 2662.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their name.

SOUTH WEBER CITY

JO SJOBLOM
Mayor

Date

THE UNITED STATES AIR FORCE

ROBERT E. MORIARTY, P.E.
Director, Installations Directorate

Date

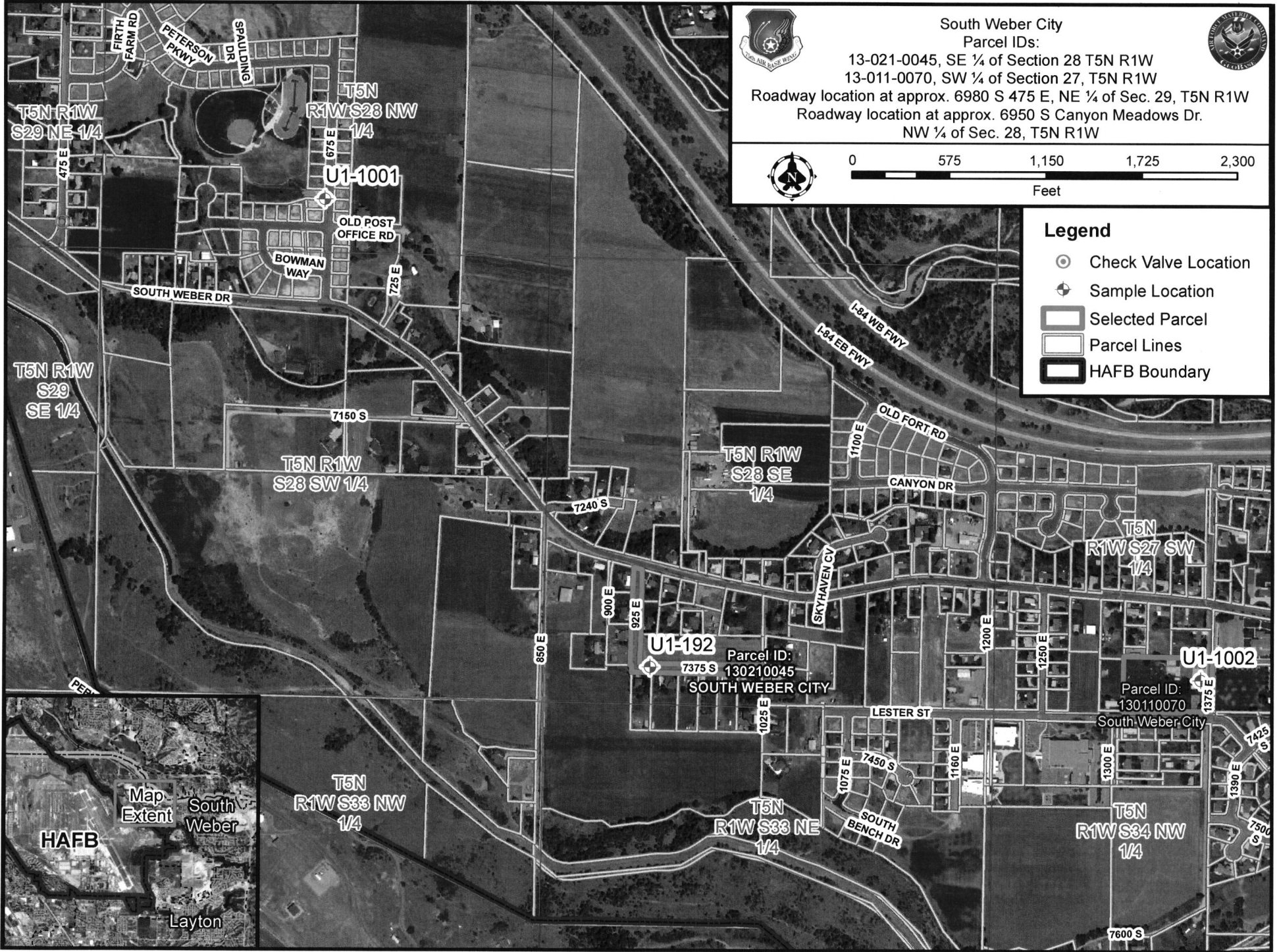
Approved As To Legal Form:

USAF Attorney: Ryan Shaw

Date: 12 Feb 18

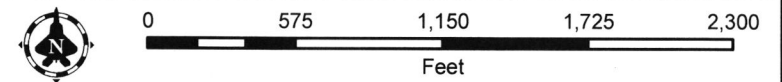
CZOM-R: [Signature]

Date: 13 Feb 18



South Weber City
Parcel IDs:

13-021-0045, SE ¼ of Section 28 T5N R1W
 13-011-0070, SW ¼ of Section 27, T5N R1W
 Roadway location at approx. 6980 S 475 E, NE ¼ of Sec. 29, T5N R1W
 Roadway location at approx. 6950 S Canyon Meadows Dr.
 NW ¼ of Sec. 28, T5N R1W



Legend

- Check Valve Location
- Sample Location
- Selected Parcel
- Parcel Lines
- HAFB Boundary



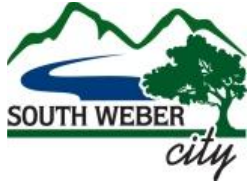
U1-192
 Parcel ID:
 130210045
 SOUTH WEBER CITY

U1-1002
 Parcel ID:
 130110070
 South Weber City

T5N
R1W S33 NW
1/4

T5N
R1W S33 NE
1/4

T5N
R1W S34 NW
1/4



Council Meeting Date: February 20, 2018

Name: Mark McRae

Agenda Item: 10

Objective: Progress Report by Horrocks Engineering on Transportation Study.

Background: Horrocks Engineering is under contract with the city to do the transportation study and traffic model. This is part of the process of developing the Transportation Utility's Capital Facilities Plan (CFP), the Impact Fee Facilities Plan (IFFP) and the Impact Fee Analysis (IFA). One of the items they want to discuss is the new Old Fort Road/ South Bench Drive alignment. This alignment was conceptually discussed at the Summit in January 2018.

Summary: Horrocks is ready to make a progress report to the city council and discuss various options before proceeding with the study. Members of the Planning Commission have been invited to attend this presentation.

Committee Recommendation: NA

Planning Commission Recommendation: NA

Staff Recommendation: NA

Attachments: NA

Budget Amendment: NA