

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

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### **COUNCIL MEETING**

1. Pledge of Allegiance: Mayor Sjoblom
2. Prayer: Council Member Taylor
3. Approval of Consent Agenda
  - a. Approval of 27 March 2018 City Council Meeting Minutes
4. Public Comment:
  - a. Please state your name and address
  - b. Please keep public comments to 3 minutes or less per person
  - c. Please address the entire city council
  - d. City council will not respond during the public comment period
5. **RES. 18-14:** Approval of License Renewal Between South Weber City and the USAF for Groundwater Monitoring.
6. **RES. 18-18:** Approval of Nilson Homes Rezone Application of Parcels 13-275-0005 and 13-275-0006
7. Recognition of CERT Graduates
8. Recreation Quarterly Report
9. **RES. 18-20:** Approval of Interlocal Agreement with Pleasant View for Use of GPS Equipment
10. Approval to Purchase Ambulance
11. Approval of Partial Payment on new Fire Engine
12. 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
13. 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](http://www.southwebercity.com) 4. UTAH PUBLIC NOTICE WEBSITE [www.pmn.utah.gov](http://www.pmn.utah.gov) 5. EACH MEMBER OF THE GOVERNING BODY 6. THOSE LISTED ON THE AGENDA

DATE: April 5, 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.

# SOUTH WEBER CITY CITY COUNCIL MEETING

**DATE OF MEETING:** 27 March 2018

**TIME COMMENCED:** 6:01 p.m.

**LOCATION:** South Weber City Office at 1600 East South Weber Drive, South Weber, UT

**PRESENT: MAYOR:**

Jo Sjoblom

**COUNCILMEMBERS:**

Blair Halverson

Kent Hyer

Angie Petty

Merv Taylor

Wayne Winsor

**CITY MANAGER:**

Mark McRae

**Transcriber:** Minutes transcribed by Michelle Clark

**ATTENDEES:** Taylor Walton, Ludovica Meeks, Sally Petty, Bill Petty, James Cook, Stanley R. Cook, Mark Staples, John Grubb, Raelene Miller, Roger Miller, Trevor Schenck, Brent Poll, Bruce Nilson, Kenny Carson, Nate Kendell, and Lindsey Stark.

Mayor Sjoblom called the meeting to order and welcomed those in attendance including former Mayor and Veteran Bill Petty.

**PLEDGE OF ALLEGIANCE:** Council Member Hyer

**PRAYER:** Council Member Petty

**CONFLICT OF INTEREST:** None

## **CONSENT AGENDA:**

- **Approval of 13 March 2018 City Council Meeting Minutes.**
- **Approval of February 2018 Budget to Actual Report**

**Council Member Taylor moved to approve the consent agenda as written. Council Member Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.**

**PUBLIC COMMENTS:** Mayor Sjoblom said anyone who would like to participate in public comment may come to the pulpit, state name and address, and keep comments to three minutes.

**Roger Miller, 291 6650 S.,** said the traffic on 6650 South is unbelievable. He said two weeks ago he had a soccer mom coming down the road at 45 mph. He invited anyone who is concerned about it to come down and witness with him. He is also concerned because there are two roads

coming together without signage. He said the road needs to be dedicated because there is building going on.

**Ludovica Meeks, 1811 E. 7775 S.**, said when it rains in front of her house it is like a lake. She said in the summer time, when her neighbors water, it accumulates in front of her house. She said the drain isn't doing its job. She is also concerned about the mosquitos. She received the city survey in the mail for tennis courts, etc. and she is asked if the city has money for this, then why doesn't the city have money for drainage repair.

**Trevor Schenk, 6465 S. Raymond Drive**, said regarding the mural for the soccer complex, it makes him nervous because no one on the committee is immediately affected by the soccer complex. He feels that is neglect and a lack of transparency. He feels the City Manager, Tom Smith, should have been terminated. He asked the City Engineer, Brandon Jones, about the parking for the soccer complex. He said overflow parking can't be put into that calculation. He said when the soccer complex was approved, it changed his way of life. He said his children can't ride or walk on 6650 South because there is no regulation of the traffic. He has met with the owner of the facility. He said this is a real concern for him. He feels they haven't been very good neighbors. He would like the council to take a look at how they can help him become part of the community again because they feel isolated and cut off.

**Nate Kendell, lives on 6650 South**, said coming from West Jordan, he lived on a very busy street and he didn't let his children out. He said they moved here and now he won't let his children go around the corner to play with their friends. He feels something needs to be done to address this issue.

**Kenny Carson, 850 E. 7400 S.**, asked if there is a stop sign coming out of the soccer complex. He said someone is going to get killed there.

**Brent Poll, 7605 S. 1375 E.**, said he reviewed the master plan and the goal of the city is to keep people safe. He said you have got to remember why we have a City Council and why we have a Planning Commission. He said if residents are not safe, there is something wrong.

**RESOLUTION 18-21 Vietnam Veteran's Day Proclamation:** Mayor Sjoblom explained that March 29th has been established as a day of observance, honor and remembrance of the service of all Vietnam and Vietnam era veterans, both by the State of Utah and by President Trump. It is the desire of South Weber to also honor these veterans. Mayor Sjoblom then read Resolution 18-21 to those in attendance.

**Council Member Taylor moved to approve Resolution 18-21 Vietnam Veteran's Day Proclamation. Council Member Hyer seconded the motion.** Further discussion took place. Council Member Hyer thanked Bill Petty as a Veteran for his service as well as others. **Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.**

Mayor Sjoblom stated the Youth Council will be installing flags at Memorial Park on 29 March 2018.

**ORDINANCE 18-02: Amendment to City Code 11.05.020 Types of Security:** Mayor Sjoblom stated after a developer has completed the installation of the required infrastructure in his development, the developer is required to establish some form of security. After a year, the city engineer inspects the improvements to verify the required improvements are still there and acceptable to the city. If there are problems, the developer is given time to make the repairs. If the repairs are not made, South Weber has the option to make the improvements and use the money put up as security to pay for the work. This is the last resort option. After the engineer approves the infrastructure, the city issues Final Acceptance and takes ownership of the infrastructure, i.e. roads, water line, sidewalk, etc. In the past, different types of security were used. This change to the city code establishes a cash escrow with a federally insured institution as the only type acceptable to South Weber.

**Council Member Halverson moved to approve Ordinance 18-02: Amendment to City Code 11.05.020 types of Security. Council Member Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.**

**RESOLUTION 18-16: Amendment to Consolidated Fee Schedule:** Mayor Sjoblom stated the city staff has been reviewing policies and procedures relating to the Land Development Process. To make the process more efficient, a change is being made to have the city take care of the street lights and street signs. In the past the developer installed these. Now the developer will pay a fee for the lights and signs. Before these were a part of the escrow and not a fee. Also, the cost of the chip and seal is to be done a year or more after the road is in will now be a fee, and not part of escrow. For the developer, he pays up front and his escrow is not held up by the city.

Council Member Halverson asked if there has been an issue with covering the chip and seal. Brandon Jones said rather than go through the escrow, it is better to get the money up front and get street signs, etc. ordered.

**Council Member Halverson moved to approve Resolution 18-16: Amendment to Consolidated Fee Schedule. Council Member Hyer seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, and Winsor voted yes. The motion carried.** Council Member Taylor had to step out for a phone call.

**RESOLUTION 18-18: Approval of Nilson Homes Rezone Application of Parcels 13-275-0005 and 13-275-0006:** Mayor Sjoblom stated Nilson Homes applied for a change of zoning for approximately 23.5 acres of the Cook property located at approximately 725 E 6650 S. The request is to rezone one portion from Agriculture to Residential Patio (9.846 acres) and the other portion to Residential Moderate (13.584 acres). This rezone is consistent with the General Plan and went before the Planning Commission on 8 March 2018.

Council Member Winsor said even though this is a request for rezoning. He referred to the Planning Commission Meeting minutes of 8 March 2018. He is concerned about the contamination. Council Member Hyer said the city doesn't have any information concerning levels of contamination or how it is even measured. He said there is a question mark as to what is safe or not safe. He is hesitant to approve anything until Hill Air Force Base has made their

presentation to the council. He said there are enough questions that this is worth giving some serious review. Council Member Taylor would like data from HAFB as well. Council Member Winsor said he understands this is rezone request tonight, but there are still significant concerns with any potential growth in this area. Council Member Halverson agrees. Brent Poll said if you rezone something there is entitlement to build. Mark Staples, of Nilson Homes, said they have been building in South Weber for 40 years. He appreciates this is a difficult situation, but they have had testing of all the groundwater and it is over 8 ½ ft. deep. He said the city is never going to get a definitive answer. He said there is a note on the plat for potential buyers. He said Mr. Cook knows individuals around him that have been tested. He said they have committed to Brandon Jones that they will do testing of the water. Council Member Taylor asked if a potential buyer is made aware of it. Mr. Staples said there is a disclaimer on the plat. Bruce Nilson said the floor level of the basement is 3 ft. above the water. Council Member Winsor is concerned about something coming up to homeowners down the road and who is left holding the bag. He said that is what we are trying to get to the bottom of.

**Council Member Hyer moved to table until 10 April 2108 Resolution 18-18: Approval of Nilson Homes Rezone Application of Parcel 13-275-0005 and 13-275-0006. Council Member Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.**

**RESOLUTION 18-19: Approval of Sun Ray Subdivision Rezone to Residential Moderate (R-M):** Mayor Sjoblom stated Ray Creek LLC applied for a change of zoning for approximately 7.5 acres at approximately 1900 E Canyon Drive. The request is to rezone to Residential Moderate. This rezone is consistent with the General Plan and went before the Planning Commission on March 8, 2018. A public hearing was held, and the application was reviewed. The Planning Commission recommends approval.

**Council Member Hyer moved to approve Resolution 18-19: Approval of Sun Ray Subdivision Rezone to Residential Moderate (R-M). Council Member Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.**

**RESOLUTION 18-20: Approval of Inter-Local Agreement with Pleasant View for Use of GPS Equipment:** Mayor Sjoblom stated South Weber City has a mutual relationship with other cities to help each other out as needed. Situations arise where help is needed by one city, and the other willingly assists where they can. Pleasant View in the past has needed to borrow South Weber's GPS equipment temporarily on projects. This is temporary, for short periods of time. This agreement formalizes the process. Council Member Winsor would like to review the agreement before it is approved.

**Council Member Winsor moved to table until the agreement is reviewed by the council Resolution 18-20: Approval of Inter-Local Agreement with Pleasant View for Use of GPS Equipment. Council Member Taylor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.**

**RESOLUTION 18-22: Approval of South Weber Model Railroad Club Agreement:** Mayor Sjoblom stated the South Weber Model Railroad Club maintains a 1/8 scale railroad at Canyon Meadows Park. The railroad club operates trains for public rides, in addition to club activities. The train rides are a popular event for the citizens of our community. Staff and the Parks and Recreation Committee have worked with the club to resolve issues that have arisen over the last few years. A new agreement has been prepared which resolves staff concerns and is beneficial to both parties. The new agreement is a 10-year agreement. Council Member Winsor asked if the City Attorney, Doug Ahlstrom, has reviewed the agreement. Mark McRae said he has reviewed it. Council Member Petty said the agreement doesn't address track going to individual homes. John Grubb, representing the Railroad Club, said a temporary track can be dropped down between owner and right-of-way adjacent to the track. He said there will not be a permanent track.

**Council Member Petty moved to approve Resolution 18-22: Approval of South Weber Model Railroad Club Agreement. Council Member Hyer seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.**

**Water Rate Study Presentation.**

Brandon Jones, City Engineer, presented the results of a collaborative effort between city staff, himself, and Zions Public Finance. He said water rates are the monthly utility bill. The current rates have a base fee (includes up to 6,000 gallons). Over 6,000 gallons, residents pay by usage according to tiers. He said there is a different rate structure for secondary water. He then reviewed the current culinary water utility rates. He said the State Division of Water Resources requires cities to have a Water Conservation Plan and demonstrate conservation via an Accelerated Tiered Rate Structure. He pointed out that when we are talking water rates, we are only talking about the current system and infrastructure and no development. Brandon reviewed how water utility fees are allocated. He said the city does have an Asset Management Program. He said there are concerns nationally about declining infrastructure. Brandon then played a video which discussed declining infrastructure in various cities.

Brandon reviewed the five scenarios: 1. Do nothing with water rates (results in -\$400,000 by 2025), 2. Minimal Scenario 1, 3. Minimal Scenario 2, 4. Proactive Scenario 1, and 5. Proactive Scenario 2.

Water Utility Rate Analysis

▪ Minimal Scenario 1

- Base Rate (\$38.43) for usage of less than 1,000 gallons
- Created additional tiers
- Usage rate for all tiers
- minimal increase in tier rates
- no annual increases

▪ Minimal Scenario 2

- Base Rate (\$38.43) for usage of less than 1,000 gallons
- Created additional tiers
- Usage rate for all tiers
- slightly higher tier rates than Scenario 1
- no annual increases

Water Utility Rate Analysis

▪ Proactive Scenario 1

- New Base Rate (\$39.20) for usage of less than 1,000 gallons
- Created additional tiers
- Usage rate for all tiers
- 2% annual increases to Base Rate
- 5% annual increases to tiers

▪ Proactive Scenario 2

- Base Rate (\$38.43) for usage of less than 1,000 gallons
- Created additional tiers
- Usage rate for all tiers
- significantly higher tier rates
- no annual increases

Brandon stated being proactive is always less expensive in the long run. He then reviewed the culinary water utility rates (proposed). He said the staff recommendation would be Proactive Scenario 2. He also addressed Proactive Scenario 2 for Commercial.

Culinary Water Utility Rates (Proposed)

Staff Recommendation



**Summary (Residential)**

Tier	Current	Min. 1	Min. 2	Pro. 1 '19	Pro. 1 '25	Pro. 2
0 gallons	\$38.43	\$38.43	\$38.43	\$39.20	\$43.28	\$38.43
2,000 gallons	\$38.43	\$40.43	\$41.13	\$42.20	\$47.30	\$42.43
4,000 gallons	\$38.43	\$42.83	\$43.93	\$45.40	\$51.58	\$46.83
6,000 gallons	\$38.43	\$45.73	\$46.83	\$48.80	\$56.14	\$51.83
8,000 gallons	\$41.39	\$48.83	\$49.93	\$52.40	\$60.96	\$57.83
10,000 gallons	\$45.05	\$52.67	\$53.77	\$56.90	\$67.00	\$64.83
30,000 gallons	\$98.05	\$108.27	\$109.37	\$118.90	\$150.00	\$144.83

Proactive Scenario 2 (Commercial)		If monthly use was <u>45,000</u> gallons...	
Tier	Rate		
Base	\$ 38.43	→	\$38.43 +
0 – 2,000 gallons	\$ 2.00	→	2 x \$2.00 → \$4.00 +
2,000 – 4,000 gallons	\$ 2.20	→	2 x \$2.20 → \$4.40 +
4,000 – 6,000 gallons	\$ 2.50	→	2 x \$2.50 → \$5.00 +
6,000 – 8,000 gallons	\$ 3.00	→	2 x \$3.00 → \$6.00 +
8,000 – 10,000 gallons	\$ 3.50	→	2 x \$3.50 → \$7.00 +
10,000 – 30,000 gallons	\$ 3.75	→	20 x \$3.75 → \$75.00 +
30,000 – 60,000 gallons	\$ 4.00	→	15 x \$4.00 → \$60.00 +
60,000 + gallons	\$ 4.25		
			<b>\$199.83</b>

Brandon said this will need a public hearing before it is adopted. He asked the council if they have any questions. Council Member Hyer suggested at the public hearing the residents receive information on the impact fee structure before (based on studies) and how usage affects the cost. Mark McRae said a frequently asked flyer will be put together. Council Member Winsor asked if open houses are working. He would like to know how to get the information out there so that they have educated information for the public hearing. Council Member Taylor suggested noticing the meeting in the newsletter. Council Member Hyer said open houses are not well attended. The council agreed on Proactive Scenario 2. The presentation will be posted on the city’s website. Mayor Sjoblom recommended the council put together a video. Council Member Winsor recommended holding the public hearing at a different location with more space for the residents. It was decided the public hearing will be held the first of May.

**Brent Poll - address the HAFB pollution plume threatening the South Weber Valley:** Mr. Poll said he has been doing this for 43 years. He said it was given to him by his mother. He said there is no doubt on the footprint of the pollution in this city. He said the plume is much bigger than shown on the master plan. He then read the risk assessment of operable unit #1 (OU1) concerning residents being a human receptor. He said the Cook property is located in OU1. He said the risk assessment was prepared in 1991 and then there was a record of decision in 1998. He said the executive summary defines the location of the plume. He said the South Weber map of 2014 doesn’t define that the pollution goes clear to the river. Mr. Poll said HAFB has too many assumptions. He said HAFB doesn’t know when this is going to end. He said there are millions of gallons of toxic chemicals and metals. He said water moves and if it safe today, it could be bad tomorrow. He said nobody can fix it for their property. He said congress stated it is a discretionary function if it ever is cleaned up by HAFB. He said the map the city uses wasn’t approved for land use maps. Mayor Sjoblom asked if the chemicals break down over time. Mr. Poll said some do. He said look at the damage these chemicals can do because they are imminent health risks. He said it can’t be measured but he feels in the next ten years illnesses



will be linked to this pollution. He said there is no end in sight and there is no solution. He said HAFB should have bought up all the development rights in the west end.

Council Member Hyer said there is no standard for what is and what is not acceptable. He said there are a lot of scenarios. He asked if there is a way to test the soil and groundwater. Council Member Winsor said if you go back in history, in the 80's there was flooding in this area, and contaminants moved. He has talked to people who have groundwater wells and when they refurbished the wells they saw a sheen on the upper aquifer. He said that suggests to me that it is out there, but at what degree is it harmful. Tim Grubb said once an application is given out for a development, it is considered a taking.

### **REPORTS:**

**Council Member Taylor:** He has spent time monitoring 6650 South and the average speed is 35 mph. He recommended the Davis County Sheriff's Department patrol during the soccer complex hours. Council Member Halverson questioned what the occupancy is for the soccer complex. He said there are only two restrooms in the facility. Discussion took place regarding parking issues, landscaping and items that need to be completed. Council Member Winsor suggested meeting with all parties involved.

**Council Member Hyer:** He was excused at 8:35 p.m.

**Council Member Petty:** She has received comments from citizens concerning safety at RV Parks. She said there is also a concern with setbacks and suggested being consistent with the zoning setbacks.

**Council Member Winsor:** He attended the members meeting for Weber Basin Water Conservancy District. The water rate will increase by \$1.50. The billing for peaking factor overages will be invoiced to the cities. There will be a public access website. He said the Finance Administration Committee Meeting will be cancelled on April 27<sup>th</sup>.

**Mayor Sjoblom:** She reminded the council to register for the Conference in St. George. She reported that the City Council meeting scheduled for 24 April 2018 will be cancelled to prepare for the conference.

She spoke with the council and gave Brandon Jones approval to move forward with the closure of 6650 South.

She attend a meeting last week with Brandon Jones and the Mayor and City Engineer of Layton City. They discussed the plans for South Bench Drive and they are now working toward memorializing a joint connection point for Layton City and South Weber roads to meet up. She said Old Fort Road will now be called South Bench Drive, which will consist of Phase 1 and Phase 2. She said this will make is easier to apply for grants with the county and state.

She reported applications have been received for City Manager. There will be two teams to screen the applications. The selection team to screen applications will meet on April 5th at 2:00 p.m. to narrow the group of applicants down to 6-8. Interviews will be conducted the week of April 9-13. On April 17<sup>th</sup> there will be a closed meeting to conduct final interviews. She thanked

Matt Dixon (South Ogden City Manager) and Tom Hansen (Washington Terrace City Manager) for their help in this process.

She met with Barry Burton, Randy Elliot (Davis County Commission), Davis County Public Works Director, and Mark Larsen at the proposed site for the RV Park and talked about possible monetary assistance from Davis County for development of a trail through 12 acres.

She attended a meeting with Wasatch Integrated Waste. The cover will be installed on the phase closest to South Weber City.

**Planning Commission Liaison:** Commissioner Walton stated the Planning Commission will be reviewing a Preliminary Plat for Sun Ray Subdivision.

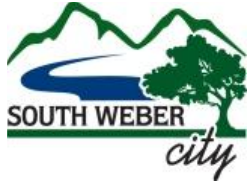
**ADJOURNED:** Council Member Winsor moved to adjourn the Council Meeting at 8:50 p.m. Council Member Petty seconded the motion. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. The motion carried.

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

**Mayor: Jo Sjoblom**

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

**Attest:** \_\_\_\_\_ **City Recorder: Mark McRae**



**Council Meeting Date:** April 10, 2018

**Name:** Mark McRae

**Agenda Item:** #5

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

**Background:** There is 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 regularly presented to the city council the findings from these monitoring stations in their report. South Weber is only one of the cities around the base affect by the contamination. On Tuesday, April 3, 2018, 5 representatives from HAFB met with Mayor Sjoblom, Councilmember Halverson, and staff to review the risk to our residents. The findings of the Department of Defense, Utah Division of Environmental Quality, and the EPA all concur that there is no risk to our citizens. The monitoring within the city shows the areas identified in the original ROD are not moving, and continue to decrease in size and level of contamination. Every 5 years HAFB renews this agreement for monitoring on city property.

**Summary:** For the benefit and protection of our citizens, South Weber continues to support the monitoring within our city by HAFB. This license renews that support for monitoring on city property.

**Committee Recommendation:** NA

**Planning Commission Recommendation:** NA

**Staff Recommendation:** Approve renewal of agreement for 4 monitoring stations.

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

**Budget Amendment:** NA

**SOUTH WEBER CITY**

**RESOLUTION 18-14**

**APPROVAL OF LICENSE BETWEEN SOUTH WEBER CITY AND HAFB FOR  
GROUNDWATER MONITORING**

**Whereas,** South Weber City acknowledges the United States Air Force's need to locate and maintain groundwater monitoring wells and conduct groundwater and soil testing in connection with groundwater monitoring projects; and

**Whereas,** the United States Air Force desires to conduct monitoring on South Weber City's property as described in the Agreement; and

**Whereas,** the City Council has reviewed the provisions of the License Agreement and agrees to the conditions therein;

**NOW THEREFORE,** be it resolved by the Council of South Weber City, in the State of Utah, as follows:

**SECTION 1: ADOPTION** “18-14 Approval of License Between South Weber City and The USAF For Groundwater Monitoring” of the South Weber Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

18-14 Approval of License Between South Weber City and The USAF For Groundwater Monitoring (*added*)

The License agreement attached to this resolution is approved for the land delineated below:

Portion of SE 1/4 Section 28 T 5N R 1W SLB&M; Parcel No. 13-021-0045  
Portion of SW 1/4 Section 27 T 5N R 1W SLB&M; Parcel No. 13-011-0070  
Roadway Location at Approx. 6980 S 475 E South Weber, NE 1/4 of Sec. 29, T5N R1W  
Roadway Location at Approx. 6950 S Canyon Meadows Dr., NW 1/4 of Sec. 28, T4N R1W

**REPEALER CLAUSE:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Blair Halverson	_____	_____	_____	_____
Kent Hyer	_____	_____	_____	_____
Angie Petty	_____	_____	_____	_____
Merv Taylor	_____	_____	_____	_____
Wayne Winsor	_____	_____	_____	_____

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Jo Sjoblom, Mayor, South Weber City

Attest

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Mark McRae, Recorder, South Weber City

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:

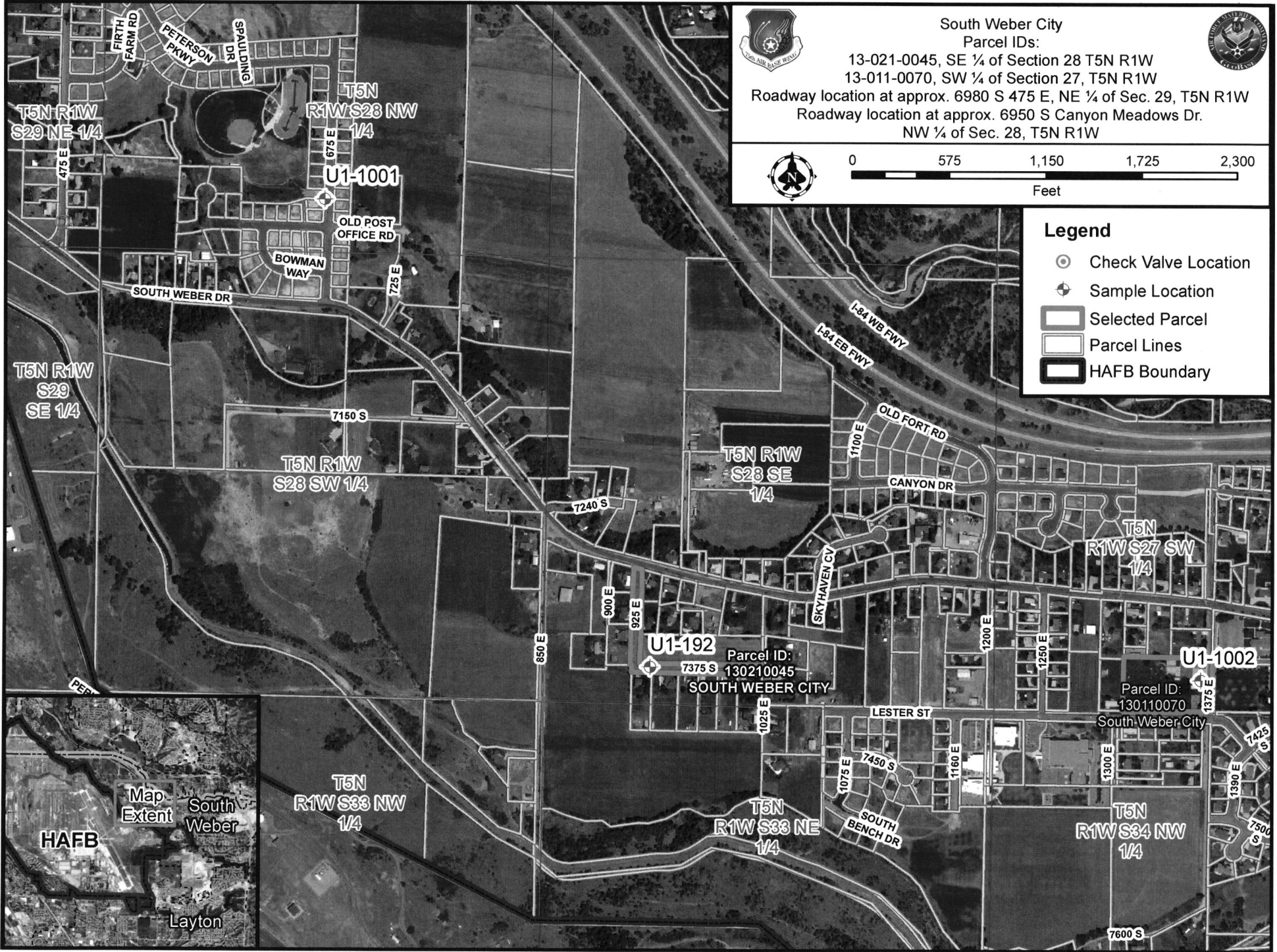
USAF Attorney: Ryan Shaw

Date: 12 Feb 18

CZOM-R: [Signature]

Date: 13 Feb 18





South Weber City

Parcel IDs:

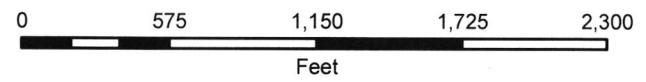
13-021-0045, SE 1/4 of Section 28 T5N R1W

13-011-0070, SW 1/4 of Section 27, T5N R1W

Roadway location at approx. 6980 S 475 E, NE 1/4 of Sec. 29, T5N R1W

Roadway location at approx. 6950 S Canyon Meadows Dr.

NW 1/4 of Sec. 28, T5N R1W



Legend

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



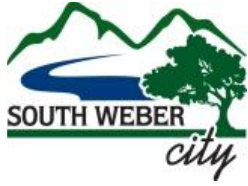
U1-192  
 Parcel ID: 130210045  
 7375 S  
 SOUTH WEBER CITY

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:** April 10, 2018

**Name:** Mark McRae

**Agenda Item:** #6

**Objective:** APPROVAL OF NILSON HOMES REZONE APPLICATION OF PARCELS 13-275-0005 AND 13-275-0006

**Background:** Nilson Homes applied for a change of zoning for approximately 23.5 acres of the Cook property located at approximately 725 E 6650 S. The request is to rezone one portion from Agriculture to Residential Patio and the other portion to Residential Moderate. This rezone is consistent with the General Plan and went before the Planning Commission on March 8, 2018. The Planning Commission recommends approval.

**Summary:** Rezone 9.846 acres of the Cook property to Residential Patio and 13.584 acres to Residential Moderate.

**Committee Recommendation:** na

**Planning Commission Recommendation:** Approve

**Staff Recommendation:** Approve

**Attachments:** Resolution 18-18  
Planning Commission minutes of March 8, 2018

**Budget Amendment:** na

**SOUTH WEBER CITY**

**RESOLUTION 18-18**

**APPROVAL OF NILSON HOMES REZONE APPLICATION OF PARCELS 13-275-0005  
AND 13-275-0006**

**Whereas,** Nilson Homes applied for a change of zoning for approximately 23.5 acres of the Cook property located at approximately 725 E 6650 S; and

**Whereas,** the Planning Commission held a public hearing on March 8, 2018; reviewed the application and recommended approval to the City Council; and

**Whereas,** the City Council has reviewed the recommendation and finds the zone change to be consistent with the General Plan;

**NOW THEREFORE,** be it ordained by the Council of South Weber City, in the State of Utah, as follows:

**SECTION 1: ADOPTION** “18-18 Approval of Re-Zone Cook” of the South Weber Municipal Resolutions is hereby *added* as follows:

ADOPTION

18-18 Approval of Re-Zone Cook (*added*)

**NOW THEREFORE, BE IT RESOLVED** by the South Weber City Council that the Cook property will be rezoned as follows:

1. approximately 9.846 Acres as defined in the legal description attached as Exhibit A will be rezoned Residential Patio (R-P) and

2. approximately 13.584 Acres as defined in the legal description attached as Exhibit B will be rezoned Residential Moderate (R-M).

**REPEALER CLAUSE:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Blair Halverson	_____	_____	_____	_____
Kent Hyer	_____	_____	_____	_____
Angie Petty	_____	_____	_____	_____
Merv Taylor	_____	_____	_____	_____
Wayne Winsor	_____	_____	_____	_____

---

Jo Sjoblom, Mayor, South Weber City

Attest

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Mark McRae, Recorder, South Weber City

# SOUTH WEBER CITY PLANNING COMMISSION MEETING WORK MEETING

**DATE OF MEETING:** 8 March 2018

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

**PRESENT: COMMISSIONERS:**

**Tim Grubb (excused)  
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:** Brent Poll and Mark Staples.

**Commissioner Johnson's concerns:** He stated the developer interested in the commercial property on Cornia Drive has dropped his application. He would like to know why. Barry stated it was the requirement for the buffer yard, which limited the developer's space. Commissioner Johnson asked if there is any way that we can ask him to come back. He asked about the canal being a buffer. Barry said the developer's whole issue was the side and not necessarily the back. Commissioner Johnson would like to know how the canal is identified in a buffer plan. Barry said he has discussed with Mayor Sjoblom the idea of dropping the buffer yard ordinance or looking at a buffer yard for each zone.

Commissioner Johnson would like to know why the City Council didn't approve the overlay zone and would like some feedback. Commissioner Osborne said the City Council doesn't answer to the Planning Commission.

## **Approval of Consent Agenda - Commissioner Walton**

- **Minutes February 8, 2018**

## **Public Hearing and Action on Rezone: Application for property located at approx. 725 E 6650 S (Parcels 13-275-0005 & 13-275-0006), approx. 23.5 acres from to Agriculture (A) to Residential Patio (R-P and Residential low moderate (R-M) by applicant Nilson Homes:**

Barry said this proposal is to rezone 9.846 acres of the Stan Cook property adjacent to the east side of Canyon Meadows PUD to the R-P zone in preparation for a patio home development. Applicants would also like to rezone an additional 13.593 acres to the RM zone. Mark Staples, of Nilson Homes, stated they made a mistake on the rezone application instead of RLM it should be RM Zone.

**Public Hearing and Action on Rezone: Application for property located at approx. 1900 E Canyon Drive (Parcel 13-012-0071), approx. 7.5 acres from Agriculture (A) to Residential moderate (RM) by applicant Ray Creek LLC:** This proposal is to rezone 7.44 acres of property at approximately 1900 east Canyon Drive. This request is consistent with the recommendations of the General Plan. The Sketch Plan Committee has already met with developers several times to discuss the issues of putting in a 17 lot residential development on the property. Plans are proceeding on what will be called the Sun Ray Subdivision. Discussion took place regarding ingress/egress.

**Public Hearing and Action on Conditional Use: Application for grading for property located at approx. 1900 E Canyon Drive (Parcel 13-012-0071), approx. 7.5 acres by applicant Wilcoxon Enterprises:** This request is for a conditional use permit to allow an excavation of over 200 cubic yards on the 17.44 acre parcel that is the subject of the rezone above.

Barry Burton, City Planner, said the developer of the proposed Sun Ray Subdivision is desirous to proceed with excavations in preparation for future development of the property. Due to the configuration of the property, there are very limited ways that it can be developed for single family homes. The extension of Canyon Drive from the east is a given as is the fact that there will be one north/south road in the middle of the property running its length.

Barry voiced his concerns with the city not receiving a grading plan. He suspects there is a desire to excavate much more than is necessary for the subdivision development. Without a grading plan, he doesn't know how much material the developer is planning on excavating and what effect the hauling of that material will have on the adjacent residential neighborhood or on the city streets.

Brandon Jones, City Engineer, said the developer has turned in a conditional use permit application but there was no excavation plan with it. He said the Planning Commission needs to take a look at whether or not they really want excavation taking place as well as look at how much is exported out. He is concerned that there isn't a lot of excess material to haul off. Commissioner Osborne doesn't have a problem with grading, but would like to see a plan.

Barry recommended tabling this request until the city receives a grading plan that indicates all final grades, the volume of material that will be removed, what the method of excavation will be and what the haul route will be.

**ADJOURNED: 6:30 p.m.**

**APPROVED:**

\_\_\_\_\_  
Chairperson: Rob Osborne Date

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

Attest: \_\_\_\_\_  
Planning Coordinator: Lisa Smith



# SOUTH WEBER CITY PLANNING COMMISSION MEETING

**DATE OF MEETING:** 8 March 2018

**TIME COMMENCED:** 6:32 p.m.

**PRESENT: COMMISSIONERS:**

Tim Grubb (excused)  
Debi Pitts  
Rob Osborne  
Wes Johnson  
Taylor Walton

**CITY PLANNER:**

Barry Burton

**CITY ENGINEER:**

Brandon Jones

**PLANNING COORDINATOR:**

Lisa Smith

**Transcriber:** Minutes transcribed by Michelle Clark

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

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**PLEDGE OF ALLEGIANCE:** Commissioner Walton

**ATTENDEES:** Brent Poll, Stan Cook, James Cook, Clay Simpson, Jeannine Bird, Dwight Probasco, Gwyn Collvixos, Jim Collvixos, Glyn Poll, Jan Keim, Gary Eisert, Teresa Eisert, Hilary Bench, Jeff Bench, Hassan Namazi, Todd Cassity, Carl & Margaret Leushen, Rob Edward, Kody Holker, Matt Petersen, and Mike Amann.

**APPROVAL OF CONSENT AGENDA: Commissioner Walton**

- **Minutes of 8 February 2018**

Commissioner Johnson moved to approve the consent agenda as amended. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

Commissioner Osborne excused Commissioner Grubb from tonight's meeting.

**DECLARATION OF CONFLICT OF INTEREST:** (None)

Commissioner Johnson moved to open the public hearing for Rezone Application for property located at approx. 725 E 6650 S (Parcels 13-275-0005 & 13-275-0006), approx.

**23.5 acres from to Agriculture (A) to Residential Patio (R-P and Residential low moderate (R-M) for applicant Nilson Homes. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.**

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

**Rezone Application for property located at approx. 725 E 6650 S (Parcels 13-275-0005 & 13-275-0006), approx. 23.5 acres from to Agriculture (A) to Residential Patio (R-P and Residential low moderate (R-M) by applicant Nilson Homes:** This proposal is to rezone 9.846 acres of the Stan Cook property adjacent to the east side of Canyon Meadows PUD to the R-P zone in preparation for a patio home development. Applicants would also like to rezone an additional 13.593 acres to the R-M zone.

The General Plan indicates there is a potential patio home area in this vicinity. The Plan doesn't show this specifically on the Cook property, but it is not intended to be specific to a property, just an indication of the general area where it should be allowed. The General Plan also recommends the rest of the area to be moderate density residential.

Commissioner Osborne asked if there was any public comment.

**Brent Poll, 7605 S. 1375 E.,** said he has evidence to back up his position concerning the Hill Air Force Base contamination. He said the west end of South Weber City has pollution and it has been that way since 1985. He was part of an investigation. His older brother found pollution that was flushed through the town to the river. He said regulations say it is polluted. He said the city has no foundation for their general plan. He said the Planning Commission has regulations. He said you need to read the record of decision. He said the pollution has traveled 2,200 feet. He said it is contaminated. He said the record of decision also has a map, which wasn't used for the city's general plan. He said his credibility is still in tack. He said there is also a risk assessment that has been approved by the Lieutenant General as well as other signatures. He said in 1985 there were 90 homes sitting in the pathway of the pollution. He said everyone within a one-mile radius of Operable Unit 1 is vulnerable. He said the pollution is still there. He said the city has moved ahead stating it is fine to live there. He feels the city is putting people at risk.

Commissioner Osborne asked Mr. Poll who the Planning Commission gets their power from. Brent Poll said you are appointed by the Mayor and City Council. Commissioner Osborne explained that until they enact a law, the Planning Commission is bound by the law in place now. Commissioner Osborne said this body is not the body to preach to about this issue. He pointed out that until he has a different law to follow, he must follow the law the city gives him. Mr. Poll said laws can be changed. Commissioner Osborne agrees, but it is not this body that changes the law.

Mr. Poll said every time the city approves a subdivision, he puts out a letter informing the new landowner of the pollution. He is obligated to tell every one of them that they are at risk or they can sue him.

**Carl Leuschner, 1879 E. Shay Lane,** asked what is going to be done about the traffic problem with adding more growth to the city.

**Commissioner Johnson moved to close the public hearing for Rezone Application for property located at approx. 725 E 6650 S (Parcels 13-275-0005 & 13-275-0006), approx. 23.5 acres from to Agriculture (A) to Residential Patio (R-P and Residential low moderate (R-M) for applicant Nilson Homes. Commissioner Taylor seconded the motion. Commissioners Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.**

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

Commissioner Walton referred to the land use map concerning the Hill Air Force Base contamination. Barry explained that the city hasn't found evidence that it is a health risk. He said there is a note on the Canyon Meadows plat that there is potential for groundwater contamination.

Commissioner Johnson feels the overlay will be beneficial to the developer. He said the patio homes will be beneficial to a lot of people. Barry said it is consistent with the general plan.

Barry discussed safety. He said this area will establish an east/west road that will provide for a trail and bike lanes, which is all part of the general plan.

**Commissioner Walton moved to approve the Rezone Application for property located at approx. 725 E 6650 S (Parcels 13-275-0005 & 13-275-0006), approx. 23.5 acres from to Agriculture (A) to Residential Patio (R-P) 9.846 acres and Residential moderate (R-M) 13.593 acres for applicant Nilson Homes. Commissioner Johnson seconded the motion. Commissioners Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.**

**Commissioner Johnson moved to open the public hearing for Rezone Application for property located at approx. 1900 E Canyon Drive (Parcel 13-012-0071), approx. 7.5 acres from Agriculture (A) to Residential moderate (RM) for applicant Ray Creek LLC. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.**

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

**Rezone Application for property located at approx. 1900 E Canyon Drive (Parcel 13-012-0071), approx. 7.5 acres from Agriculture (A) to Residential moderate (RM) by applicant Ray Creek LLC:** This proposal is to rezone 7.44 acres of property at approximately 1900 east Canyon Drive. This request is consistent with the recommendations of the General Plan. The Sketch Plan Committee has already met with developers several times to discuss the issues of putting in a 17-lot residential development on the property. Plans are proceeding on what will be called the Sun Ray Subdivision.

Commissioner Osborne asked if there was any public comment.

**Carl Leushner, 1879 E. Shay Lane,** asked how this will affect resident's taxes. Barry said we don't expect it to affect existing residents. He said the city has incorporated fees for new development in impact fees.

**Jeff Bench, 1916 Canyon Drive**, said he is concerned about big trucks coming into a residential area. He would like to know if there is an outlet onto South Weber Drive rather than Canyon Drive.

Barry said tonight is discussion concerning the rezone, but the city has seen plans for a road going north south. He said there aren't plans to come out onto South Weber Drive. Brandon said it may be possible during construction that access can be onto South Weber Drive, but the permanent road is Canyon Drive. Mr. Bench said his main concern is safety. Commissioner Osborne said the city ordinance requires two outlets for more than 30 residential homes. He said this proposal is for approximately 17 homes.

**Todd Cassidy, with Dominion Energy/Questar Pipeline**, said this subdivision will go over a high-pressured pipeline. He said this pipeline was replaced fifteen years ago. He met with Ray Creek to discuss their design. He said this 16" line is vital to them being able to deliver gas to this area and most all of Weber County. He said their main concern is the safety of the people that will be working in this area. He said their engineer will be working with Ray Creek during the construction to make sure weight limitations are met and excavation is safe. He said they are concerned about Lots 1, 11, & 12, in which there will be major restrictions for homeowners landscaping. He said we would like to be involved as permits are requested so they can meet with homeowners. He said we don't want future residents to be mad at the city or them. He said Lots 2 & 10 will be affected a little bit with their fence line. He said they are willing to work with landowners.

Barry asked Mr. Cassidy if they are requesting anything from the city as they go through the approval process. Mr. Cassidy said Ray Creek is willing to put a note on the plat. Barry asked about the weight restriction. Mr. Cassidy said generally during the construction they can plate over the top of the pipe. He reported that Ray Creek has agreed to pot hole the depth. Barry asked about the lifetime of the pipe. Mr. Cassidy anticipates up to 100 years with the coating. He said these lines are built to federal standards. He recommended the city encourage residents to call blue stakes before digging.

**Dwight Probasco, 1870 E. South Weber Drive**, asked if there is any recourse for noise or mess etc. Commissioner Johnson suggested taking pictures of his property boundary. Barry said if there is a temporary road going past your home, the city will make every effort to make sure there is road base to minimize dust. Brandon said during construction the city oversees what is going on, if there is a problem, you need to notify the city.

**Kody Holker, of Ray Creek Subdivision**, said they attempted access to South Weber Drive, but the neighbor to the east has locked the gate. He said so everything must go through Canyon Drive. He welcomes any comments and is willing to work with neighbors.

**Commissioner Taylor moved to close the public hearing for Rezone Application for property located at approx. 1900 E Canyon Drive (Parcel 13-012-0071), approx. 7.5 acres from Agriculture (A) to Residential moderate (RM) for applicant Ray Creek LLC.**

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

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

Barry said this request is consistent with the general plan. He said there is a part of this property that the developer is requesting a variance. He said that has gone before the hearing officer, but the verdict has not been given. Commissioner Johnson discussed the detention pond on the north end of the property. He suggested the City Attorney look at wording on the contract. He discussed a retention pond versus detention pond.

**Commissioner Johnson moved to approve the Rezone Application for property located at approx. 1900 E Canyon Drive (Parcel 13-012-0071), approx. 7.5 acres from Agriculture (A) to Residential moderate (RM) for applicant Ray Creek LLC. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.**

**Commissioner Walton moved to open the public hearing for Conditional Use Application for grading for property located at approx. 1900 E Canyon Drive (Parcel 13-012-0071), approx. 7.5 acres for applicant Wilcoxon Enterprises. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.**

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

**Conditional Use Application for grading for property located at approx. 1900 E Canyon Drive (Parcel 13-012-0071), approx. 7.5 acres by applicant Wilcoxon Enterprises:**

Commissioner Osborne said this request is for a conditional use permit to allow an excavation of over 200 cubic yards on the 17.44-acre parcel that is the subject of the rezone above.

Commissioner Osborne asked if there is any public comment.

**Rob Edwards, Wilcoxon Enterprises,** said there is piling of manure and other refuse. He said they want to clean up this material and get rid of some of the dead trees and process some of the material from 9:00 a.m. to 5:00 p.m. to mitigate the truck traffic going through the city. He said they want to process materials by picking up with a loader, take to screen, and separate rock and sand. He said there is a layout of the configuration. It is in a one-acre area. There will be stock piles of topsoil. He said there are various types of materials that need to be removed.

Commissioner Pitts asked where they will enter and exit the property. Mr. Edwards said Canyon Drive. He said they will be using semi-trailers to deliver the loader, sewer pipe, etc. Barry asked if any granular material will need to be delivered to the property. He asked if they will be making road base. Mr. Edwards said he doesn't know for sure until the material is tested.

Commissioner Johnson said the map shows fill area is on the city's easement for the detention pond. Mr. Edwards said he will be working with Brandon Jones. Commissioner Johnson asked about the elevation from the crest. Mr. Edwards estimated 15' to 20'.

Commissioner Pitts said the application states this is for grading for the subdivision. She asked how much grading. Mr. Edwards discussed lot grading meeting the grading standards. He said there are areas we will have to do it in anyways.

Barry asked if any granule material will be shipped off site. Mr. Edwards said no. He said we have done this in other counties if anyone needs references.

Kody Hoker said allowing us to get a start on this will allow them to minimize the nuisance. He feels they can be self-contained without having a bunch of traffic. He said the berm will help shield the mess.

Commissioner Osborne said this is a new idea to us and we don't understand it all. He said we need more written information. Barry said the city needs a grading plan. He would like a list of equipment used in this process. He said this will help the city determine whether there are noise or dust issues. Commissioner Johnson feels there should be a mitigation plan for dust during this period.

**Kansas Whitear** is concerned about the safety for his children.

**Hilary Bench, 1916 E. Canyon Drive**, appreciates the developer's concerns. She is not in favor of a gravel pit next door. She is concerned about rock crushing. She doesn't know what the plan is. She said this is changing their life immensely.

Commissioner Osborne suggested continuing this public hearing on this conditional use application.

**Commissioner Johnson moved to continue the public hearing until the next Planning Commission meeting April 12th on the Conditional Use Application for grading for property located at approx. 1900 E Canyon Drive (Parcel 13-012-0071), approx. 7.5 acres for applicant Wilcoxon Enterprises subject to the following being submitted to the city:**

- 1. Grading Plan**
- 2. Reclamation Plan**
- 3. Equipment List**
- 4. Storm Water Pollution Prevention Plan (SWPPP)**

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

**PUBLIC COMMENTS: (None)**

**PLANNING COMMISSION:**

**Commissioner Walton:** He is concerned about grading and sorting with this conditional use permit. He asked if sorting is considered a conditional use. Barry said it can be considered an ancillary part of excavation. He sees the grading and sorting as two different parts of the process. Brandon said the code doesn't specifically cover the processing; therefore, the Planning Commission will need to be clear on what the developer is doing.

**Commissioner Johnson:** He said Weber Pathways has acquired 40 acres that will connect to the trail system.

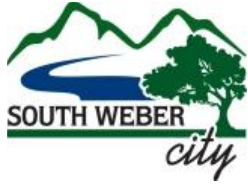
**ADJOURNED:** Commissioner Taylor moved to adjourn the Planning Commission meeting at 8:01 p.m. Commissioner Johnson seconded the motion. Commissioners Pitts, Johnson, Osborne, and Walton voted yes. The motion carried.

**APPROVED:** \_\_\_\_\_ Date  
Chairperson: Rob Osborne

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

Attest: \_\_\_\_\_  
Planning Coordinator: Lisa Smith

DRAFT



**Council Meeting Date:** April 10, 2018

**Name:** Mark McRae

**Agenda Item:** #9

**Objective:** Approval of Interlocal Agreement with Pleasant View for Use of GPS Equipment.

**Background:** South Weber City has a mutual relationship with other cities to help each other out as needed. Situations arise where help is needed by one city, and the other willingly assists where they can. Pleasant View in the past has needed to borrow South Weber's GPS equipment temporarily on projects. This is temporary, for short periods of time. This agreement formalizes the process.

**Summary:** South Weber agrees to temporarily loan our GPS equipment to Pleasant View as needed, and when the equipment is available.

**Committee Recommendation:** na

**Planning Commission Recommendation:** na

**Staff Recommendation:** Approve

**Attachments:** Resolution 18-20  
Interlocal Agreement between South Weber and Pleasant View

**Budget Amendment:** na



**SOUTH WEBER CITY**

**RESOLUTION 18-20**

**APPROVAL OF INTER-LOCAL AGREEMENT FOR GPS UNIT**

**Whereas,** South Weber City currently owns a survey-grade Global Positioning System (GPS) unit which is used only intermittently; and

**Whereas,** Pleasant View City has a need for the temporary use of a GPS unit; and

**Whereas,** Both Cities have agreed to enter an Inter-Local Cooperation Agreement;

**NOW THEREFORE,** be it resolved by the Council of South Weber City, in the State of Utah, as follows:

**SECTION 1: ADOPTION** “18-20 Approval of Inter-Local Agreement For GPS Unit” of the South Weber Municipal Resolutions is hereby *added* as follows:

ADOPTION

18-20 Approval of Inter-Local Agreement For GPS Unit (*added*)

**BE IT HEREBY RESOLVED,** by the City Council of South Weber that the inter-local agreement between South Weber City and Pleasant View City for the use of a global positioning system is approved. See attached contract for full details.

**REPEALER CLAUSE:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**AYE      NAY      ABSENT      ABSTAIN**

Blair Halverson

\_\_\_\_\_

Kent Hyer

\_\_\_\_\_

Angie Petty

\_\_\_\_\_

Merv Taylor

\_\_\_\_\_

Wayne Winsor

\_\_\_\_\_

---

Jo Sjoblom, Mayor, South Weber City

Attest

---

Mark McRae, Recorder, South Weber City

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
PLEASANT VIEW CITY AND SOUTH WEBER CITY  
FOR THE LEASE OF A GPS UNIT**

This Interlocal Agreement is made by and between Pleasant View City, a body politic and political subdivision of the State of Utah, having its principal business address as 520 W. Elberta Dr., Pleasant View, Utah (hereinafter "Pleasant View") and the South Weber City, a body politic and subdivision of the State of Utah, with its principal business address as 1600 E. South Weber Drive, South Weber, Utah (hereinafter "South Weber"), collectively referred to as "Parties."

**RECITALS**

WHEREAS, South Weber currently owns a survey-grade Global Positioning System (GPS) unit which is used only on an intermittent basis;

WHEREAS, Pleasant View has a need for the temporary use of a GPS unit; and

WHEREAS, the Parties see the benefit of interlocal cooperation.

NOW THEREFORE, Pleasant View and South Weber agree as follows:

**AGREEMENT**

**SECTION ONE  
TERM OF AGREEMENT**

This Agreement shall be for a period of thirty-six (36) months beginning upon the Effective Date of this Agreement. Either party may terminate this Agreement upon thirty (30) days written notice to the other Party.

**SECTION TWO  
PLEASANT VIEW'S RESPONSIBILITIES**

Pleasant View agrees to the following:

- 2.1 Pleasant View agrees to use the GPS unit only for the benefit of Pleasant View City.
- 2.2 Pleasant View will provide training to its employees who will be expected to use the GPS unit; with instruction provided by either an employee of South Weber City or Jones & Associates.
- 2.3 Upon request from South Weber, Pleasant View will add the GPS unit to its insurance cover.
- 2.4 The GPS unit will be stored in a secure, locked location, including during breaks and during transport.
- 2.5 Pleasant View shall take care in handling and transporting the GPS unit.

- 2.6 Pleasant View shall be responsible for damage to the GPS unit caused by mishandling or accidental damage. If damage occurs, Pleasant View shall pay the cost of the insurance deductible and/or the cost of the repairs.
- 2.7 Pleasant View shall be responsible for replacing the GPS unit should it go missing while in their custody.
- 2.8 Pleasant View shall be responsible to pick up and return the GPS unit to South Weber Public Works Shop.
- 2.9 Pleasant View shall return the GPS unit to South Weber within two (2) weeks of receiving notice by South Weber.

**SECTION THREE  
SOUTH WEBER'S RESPONSIBILITIES**

South Weber agrees to the following:

- 3.1 South Weber shall provide the GPS unit in good working condition.
- 3.2 South Weber shall be responsible for routine maintenance and/or upgrades to the GPS unit.
- 3.3 South Weber shall notify their insurance provider of this Agreement (lease) and shall promptly notify Pleasant View of the requirement for Pleasant View to insure the GPS unit.
- 3.4 South Weber shall provide two (2) weeks' notice to Pleasant View for the return of the unit.

**SECTION FOUR  
MEASUREMENT OF TIME AND PAYMENT**

- 4.1 South Weber agrees to loan the GPS unit to Pleasant View at no cost.

**SECTION FIVE  
INDEMNIFICATION**

- 5.1 Indemnification by Pleasant View.

Pleasant View shall be responsible for all damages to persons or property that occur as a result of their negligence or fault including the negligence and fault of their respective officers, agents, volunteers and employees in connection with the performance of this Agreement. Pleasant View shall indemnify and hold South Weber free and harmless from all claims that arise as a result of the negligence or fault of their respective officers, agents, volunteers, and employees.

- 5.2 Indemnification by South Weber.

South Weber shall be responsible for all damages to persons or property that occur as a result of their negligence or fault including the negligence and fault of their respective officers, agents, volunteers and

employees in connection with the performance of this Agreement. South Weber shall indemnify and hold Pleasant View free and harmless from all claims that arise as a result of the negligence or fault of their respective officers, agents, volunteers, and employees.

**SECTION SIX  
MISCELLANEOUS**

- 6.1 Amendments. This agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 6.2 Authorization. The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of their respective Party.
- 6.3 Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
- 6.4 Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
- 6.5 No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
- 6.6 No Separate Entity and No Joint Property. This Agreement does not create an interlocal entity and the Parties do not intend to acquire any joint property as a result of entering into this Agreement.
- 6.7 Resolution of Approval. Each party to this Agreement shall determine whether a resolution of approval by the legislative body of the party is necessary under Section 11-13-202.5. If not, this Agreement may be approved and executed as an executive function and the adoption of a resolution of approval is not required.
- 6.8 Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this agreement may take effect.
- 6.9 Counterparts. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Effective Date of Agreement. The effective date (Effective Date) of this Agreement shall be the last date that this Agreement is executed by either Party.

PLEASANT VIEW CITY CORPORATION

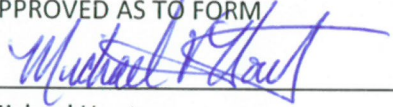
By   
Leonard Call, Mayor

Date 4-4-18

ATTEST

  
Laurie Hellstrom  
Pleasant View City Recorder

APPROVED AS TO FORM

  
Michael Houtz  
Pleasant View City Attorney



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SOUTH WEBER CITY CORPORATION

By \_\_\_\_\_  
Jo Sjoblom, Mayor

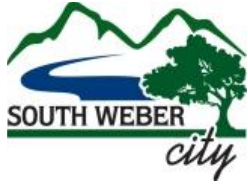
Date \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Mark McRae  
South Weber City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Doug Ahlstrom  
South Weber City Attorney



**Council Meeting Date:** April 10, 2018

**Agenda Item:** #10

**Objective:** To purchase an Ambulance for \$5,000

**Background:** North Davis is willing to sell an ambulance with gurneys and extra EMS equipment. The City has discussed moving forward with our own ambulance and we are getting an ambulance plus equipment for \$30,000 under value.

**Summary:** This is a perfect opportunity for us to obtain an ambulance at a great price and use it in the future. We have enough money in the current budget to cover this cost and would like approval to purchase this ambulance as soon as possible.

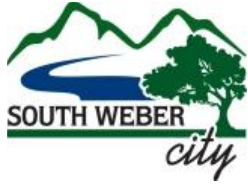
**Committee Recommendation:** N/A

**Planning Commission Recommendation:** N/A

**Staff Recommendation:**

**Attachments:**

**Budget Amendment:** N/A



**Council Meeting Date:** April 10, 2018

**Agenda Item:** #11

**Objective:** Partial Payment on new Fire Engine

**Background:** The City Council previously approved the purchase of a new Fire Engine. This new engine is scheduled for delivery after July 1, 2018. Several pieces of equipment for the truck were budgeted for and purchased in this fiscal year. Funds have been set aside in the Capital Projects fund for the payment of the new engine. We have received an invoice for the chassis portion of the engine. Rosenbauer is offering a discount of \$8,869.00 if we pay for the chassis, now rather than after July 1. \$222,233.00 is the amount requested to be paid in this fiscal year. This will require a budget amendment in June.

**Summary:** There is a significant discount being offered for making a partial payment on the new Fire Engine now with funds already set aside for this purpose. The actual amounts are \$231,102.00 (Chassis) - \$8,869.00 (discount) = \$222,233.00 (net invoice).

**Committee Recommendation:** N/A

**Planning Commission Recommendation:** N/A

**Staff Recommendation:** Approve

**Attachments:** Invoice

**Budget Amendment:** \$ 222,233.00





# Invoice

## Rosenbauer South Dakota, LLC

Page: 1

100 3rd St  
 Lyons, SD 57041 USA  
 Phone: (605) 543-5591  
 Fax: (605) 543-5074

Invoice #: **0000074470**  
 Date: 3/22/2018  
 Salesperson: GRAHAM  
 Customer: SOUTHUT

Sold To	Ship To
SOUTH WEBER CITY 1600 E. SOUTH WEBER DRIVE OGDEN, UT 84405 USA	SOUTH WEBER CITY 1600 E. SOUTH WEBER DRIVE OGDEN, UT 84405 USA

Customer P.O.	Ship Via	Date Shipped	Terms
CHASSIS-17656		3/22/2018	0%, Net 15

Qty Shipped	Item	Description	Price	Amount
1.00	17656C	COMMANDER CHASSIS PER PO# 2627	231,102.00	231,102.00
-1.00		CHASSIS PRE-PAY DISCOUNT IF PAYMENT IS RECEIVED BY APRIL 12, 2018. THANK YOU!	8,869.00	-8,869.00
1.00		VIN# 54F2CB711JWM12116	0.00	0.00
----- LAST ITEM -----				

This is an original invoice. Please pay from this invoice.  
 Thanks

Subtotal	222,233.00
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00

Balance	USD	222,233.00
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