

## 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, 14<sup>th</sup> August 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: Council Member Winsor
2. Prayer: Mayor Sjoblom
3. Approval of Consent Agenda
  - a. Approval of July 2018 Check Register Report
  - b. Approval of 10 July 2018 City Council Meeting Minutes
  - c. Approval of 17 July 2018 City Council Meeting Minutes
  - d.
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. **ORD. 18-04:** Amendment to City Code (11.04.130) Fencing
6. **ORD. 18-05:** Amendment to City Code Requiring Buffer Yards (Sections 10.5C.11, 10.5G.12, 10.5K.11, 10.5L.6, 10.5M.6, 10.5N.12, 10.5O.6, 10.07.050, 10.15.050, and 10.15.070)
7. **RES. 18-37:** Approval of Rezone of Parcel 13-020-0040 to Residential Low Density (R-L)
8. **RES. 18-41:** Approval of Final Acceptance – Royal Farm Estates Phase 4
9. **RES. 18-42:** Approval of Rezone of Parcel 130180021/071090017 to Commercial Recreation
10. **RES. 18-43:** Approval of Final Plat and Improvement Plans of Sun Rays Subdivision
11. **RES. 18-44:** Approval of Cooperative Agreement between UDOT and South Weber – I-84 Project
12. Approval of Bid for HVAC Upgrade at City Hall
13. Approval of Bid for Cardiac Monitor/ Defibrillator
14. 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
  - e. 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: August 9, 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.

## Report Criteria:

Report type: GL detail

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/05/18	38636	49er Communications	06/25/18	Wildland Radio (2)	1057745	4,621.00	49er Communications
Total 38636:						4,621.00	
07/05/18	38637	Ahlstrom, Douglas J.	06/01/18	Legal Services - June 2018	1043313	600.00	Ahlstrom, Douglas J.
Total 38637:						600.00	
07/05/18	38638	AICPA	07/01/18	Membership Renewal	1043210	714.00	AICPA
Total 38638:						714.00	
07/12/18	38673	ALLRED, CHRISTOPHER F	06/30/18	Prosecution Services - June 2018	1042313	600.00	ALLRED, CHRISTOPHER F
Total 38673:						600.00	
07/05/18	38639	Allstar Fire Equipment Inc.	06/22/18	Wildland Brush Pants (22)	1057450	5,610.00	Allstar Fire Equipment Inc.
07/05/18	38639	Allstar Fire Equipment Inc.	06/22/18	Wildland Brush Shirts (22)	1057450	4,973.40	Allstar Fire Equipment Inc.
Total 38639:						10,583.40	
07/19/18	38692	AT&T MOBILITY	06/03/18	Cellular Service - June 2018	1057280	167.80	AT&T MOBILITY
07/19/18	38692	AT&T MOBILITY	06/03/18	Cellular Service - June 2018	1058250	13.24	AT&T MOBILITY
07/19/18	38692	AT&T MOBILITY	06/03/18	Cellular Service - June 2018	1060250	36.48	AT&T MOBILITY
07/19/18	38692	AT&T MOBILITY	06/03/18	Cellular Service - June 2018	1070250	13.24	AT&T MOBILITY
07/19/18	38692	AT&T MOBILITY	06/03/18	Cellular Service - June 2018	5140490	58.84	AT&T MOBILITY
07/19/18	38692	AT&T MOBILITY	06/03/18	Cellular Service - June 2018	5240491	13.24	AT&T MOBILITY
07/19/18	38692	AT&T MOBILITY	06/03/18	Cellular Service - June 2018	5440493	13.24	AT&T MOBILITY
Total 38692:						316.08	
07/01/18	20180700	BANK OF AMERICA	07/01/18	Merchant Svs Fees	1042550	86.66	BANK OF AMERICA
07/01/18	20180700	BANK OF AMERICA	07/01/18	Merchant Svs Fees	1043550	129.99	BANK OF AMERICA
07/01/18	20180700	BANK OF AMERICA	07/01/18	Merchant Svs Fees	5140550	303.32	BANK OF AMERICA
07/01/18	20180700	BANK OF AMERICA	07/01/18	Merchant Svs Fees	5240550	216.66	BANK OF AMERICA
07/01/18	20180700	BANK OF AMERICA	07/01/18	Merchant Svs Fees	5340550	86.66	BANK OF AMERICA
07/01/18	20180700	BANK OF AMERICA	07/01/18	Merchant Svs Fees	5440550	43.33	BANK OF AMERICA

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 20180700:						866.62	
07/26/18	38712	Barlow, Mike	07/20/18	Refund of Completion Bond - SWC140916044	1021340	200.00	Barlow, Mike
Total 38712:						200.00	
07/05/18	38640	BELL JANITORIAL SUPPLY	06/29/18	Floor Cleaning Supplies	1057260	68.98	BELL JANITORIAL SUPPLY
Total 38640:						68.98	
07/12/18	38674	Birt, Hudson	06/26/18	Referee - T Ball	2071481	20.00	Birt, Hudson
Total 38674:						20.00	
07/05/18	38641	Blair, Rachel	06/29/18	Refund for 2 Park Rentals	2034720	30.00	Blair, Rachel
Total 38641:						30.00	
07/05/18	38642	BLOMQUIST HALE CONSULTING INC.	07/01/18	EAP Service - July 2018	1043135	185.00	BLOMQUIST HALE CONSULTING INC.
Total 38642:						185.00	
07/05/18	38643	BLUE STAKES OF UTAH	06/30/18	Blue Stakes-June 2018	5140250	118.11	BLUE STAKES OF UTAH
Total 38643:						118.11	
07/19/18	38693	CAL RANCH STORES	07/03/18	Weed Spray	1070261	115.93	CAL RANCH STORES
Total 38693:						115.93	
07/01/18	20180701	CASELLE INC	07/01/18	Software Support/Maint.	1042350	44.70	CASELLE INC
07/01/18	20180701	CASELLE INC	07/01/18	Software Support/Maint.	1043350	134.10	CASELLE INC
07/01/18	20180701	CASELLE INC	07/01/18	Software Support/Maint.	1057350	44.70	CASELLE INC
07/01/18	20180701	CASELLE INC	07/01/18	Software Support/Maint.	1060350	44.70	CASELLE INC
07/01/18	20180701	CASELLE INC	07/01/18	Software Support/Maint.	1070350	44.70	CASELLE INC
07/01/18	20180701	CASELLE INC	07/01/18	Software Support/Maint.	2071350	44.70	CASELLE INC
07/01/18	20180701	CASELLE INC	07/01/18	Software Support/Maint.	5140350	134.10	CASELLE INC
07/01/18	20180701	CASELLE INC	07/01/18	Software Support/Maint.	5240350	134.10	CASELLE INC
07/01/18	20180701	CASELLE INC	07/01/18	Software Support/Maint.	5340350	134.10	CASELLE INC

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07/01/18	20180701	CASELLE INC	07/01/18	Software Support/Maint.	5440350	134.10	CASELLE INC
Total 20180701:						894.00	
07/05/18	38644	CENTRAL WEBER SEWER IMPR DIST.	06/01/18	Second Quarter Impact Fees 2018	5221365	60,658.00	CENTRAL WEBER SEWER IMPR DIST.
Total 38644:						60,658.00	
07/26/18	38713	CENTURYLINK	06/30/18	SCADA Data Line - June 2018	5140490	107.33	CENTURYLINK
Total 38713:						107.33	
07/05/18	38645	CINTAS CORPORATION	06/28/18	First Aid Station - FAC	2071241	9.30	CINTAS CORPORATION
Total 38645:						9.30	
07/19/18	38694	CINTAS CORPORATION LOC 180	06/27/18	MATS/TOWELS - 06/27/2018	1043262	12.85	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	06/27/18	PW Uniforms - 06/27/2018	5240140	5.56	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	06/27/18	PW Uniforms - 06/27/2018	5140140	11.12	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	06/27/18	PW Uniforms - 06/27/2018	5440140	5.56	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	06/27/18	PW Uniforms - 06/27/2018	1060140	11.12	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	06/27/18	PW Uniforms - 06/27/2018	1070140	22.24	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	06/27/18	PW Uniforms - 06/27/2018	1058140	11.13	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	07/04/18	MATS/TOWELS - 07/04/2018	1043262	12.85	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	07/04/18	PW Uniforms - 07/04/2018	5240140	5.56	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	07/04/18	PW Uniforms - 07/04/2018	5140140	11.12	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	07/04/18	PW Uniforms - 07/04/2018	5440140	5.56	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	07/04/18	PW Uniforms - 07/04/2018	1060140	11.12	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	07/04/18	PW Uniforms - 07/04/2018	1070140	22.24	CINTAS CORPORATION LOC 180
07/19/18	38694	CINTAS CORPORATION LOC 180	07/04/18	PW Uniforms - 07/04/2018	1058140	11.13	CINTAS CORPORATION LOC 180
Total 38694:						159.16	
07/26/18	38714	CINTAS CORPORATION LOC 180	07/11/18	MATS/TOWELS - 07/11/2018	1043262	16.89	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/11/18	PW Uniforms - 07/11/2018	5240140	5.56	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/11/18	PW Uniforms - 07/11/2018	5140140	11.12	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/11/18	PW Uniforms - 07/11/2018	5440140	5.56	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/11/18	PW Uniforms - 07/11/2018	1060140	11.12	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/11/18	PW Uniforms - 07/11/2018	1070140	22.24	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/11/18	PW Uniforms - 07/11/2018	1058140	11.13	CINTAS CORPORATION LOC 180

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07/26/18	38714	CINTAS CORPORATION LOC 180	07/18/18	MATS/TOWELS - 07/18/2018	1043262	18.24	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/18/18	PW Uniforms - 07/18/2018	5240140	5.56	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/18/18	PW Uniforms - 07/18/2018	5140140	11.12	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/18/18	PW Uniforms - 07/18/2018	5440140	5.56	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/18/18	PW Uniforms - 07/18/2018	1060140	11.12	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/18/18	PW Uniforms - 07/18/2018	1070140	22.24	CINTAS CORPORATION LOC 180
07/26/18	38714	CINTAS CORPORATION LOC 180	07/18/18	PW Uniforms - 07/18/2018	1058140	11.13	CINTAS CORPORATION LOC 180
Total 38714:						168.59	
07/05/18	38646	CLAUDE NIX CONSTRUCTION	06/25/18	Video Inspection on Sewer Line	5240490	1,095.00	CLAUDE NIX CONSTRUCTION
Total 38646:						1,095.00	
07/19/18	38695	CLAUDE NIX CONSTRUCTION	06/19/18	Sewer Backup 1200 E	5240490	15,674.09	CLAUDE NIX CONSTRUCTION
07/19/18	38695	CLAUDE NIX CONSTRUCTION	06/29/18	Fire Hydrant Replacement	5140485	11,198.55	CLAUDE NIX CONSTRUCTION
Total 38695:						26,872.64	
07/12/18	38675	COLONIAL FLAG SPECIALTY CO INC	06/20/18	Flag Rotation - City Hall - June 2018	1043262	40.00	COLONIAL FLAG SPECIALTY CO INC
Total 38675:						40.00	
07/26/18	38715	COLONIAL FLAG SPECIALTY CO INC	07/16/18	Flag Rotation - Memorial Park July 2018	1070250	127.20	COLONIAL FLAG SPECIALTY CO INC
Total 38715:						127.20	
07/01/18	20180702	COMCAST #8495440580141797	07/01/18	Monthly Charges - City Hall	1043280	431.88	COMCAST #8495440580141797
07/01/18	20180702	COMCAST #8495440580141797	07/01/18	Monthly Charges - Fire Station	1057280	308.68	COMCAST #8495440580141797
07/01/18	20180702	COMCAST #8495440580141797	07/01/18	Monthly Charges -Water	5140280	105.86	COMCAST #8495440580141797
07/01/18	20180702	COMCAST #8495440580141797	07/01/18	Monthly Charges - Recreation	2071280	295.63	COMCAST #8495440580141797
Total 20180702:						1,142.05	
07/19/18	38696	CORE & MAIN LP	06/28/18	Fire Hydrant Replacement	5140485	2,649.86	CORE & MAIN LP
Total 38696:						2,649.86	
07/26/18	38716	CORE & MAIN LP	07/16/18	Water Parts	5140490	212.80	CORE & MAIN LP
07/26/18	38716	CORE & MAIN LP	07/16/18	Water meters (225)	5140490	39,847.50	CORE & MAIN LP

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/26/18	38716	CORE & MAIN LP	07/16/18	Water meters (6) and adapters (12)	5140490	2,192.64	CORE & MAIN LP
07/26/18	38716	CORE & MAIN LP	07/18/18	Meter parts	5140490	2,796.60	CORE & MAIN LP
Total 38716:						45,049.54	
07/19/18	38697	CSA Enterprises	07/18/18	Refund of Completion Bond SWC180509094	1021340	500.00	CSA Enterprises
Total 38697:						500.00	
07/12/18	38676	DAVIS COUNTY GOVERNMENT	06/29/18	Bailiff Services - June 2018	1042317	450.00	DAVIS COUNTY GOVERNMENT
Total 38676:						450.00	
07/19/18	38698	DAVIS COUNTY HEALTH DEPARTMENT	06/30/18	Water Tests - January to June 2018	5140490	576.00	DAVIS COUNTY HEALTH DEPARTMENT
Total 38698:						576.00	
07/01/18	20180703	DAVIS COUNTY RECORDER	07/01/18	Recording Fees	1058319	35.00	DAVIS COUNTY RECORDER
Total 20180703:						35.00	
07/24/18	10803230	DE LAGE LANDEN	07/21/18	COPIER MAINT AGREEMENT - SHARP	1042240	21.47	DE LAGE LANDEN
07/24/18	10803230	DE LAGE LANDEN	07/21/18	COPIER MAINT AGREEMENT - SHARP	1043240	50.10	DE LAGE LANDEN
07/24/18	10803230	DE LAGE LANDEN	07/21/18	COPIER MAINT AGREEMENT - SHARP	5140240	35.78	DE LAGE LANDEN
07/24/18	10803230	DE LAGE LANDEN	07/21/18	COPIER MAINT AGREEMENT - SHARP	5240240	35.78	DE LAGE LANDEN
Total 108032301:						143.13	
07/05/18	38647	DE'S KEY SERVICE	06/27/18	Locks for Parks	1070261	47.09	DE'S KEY SERVICE
Total 38647:						47.09	
07/05/18	38648	DOODLES FOR DECORATING	06/30/18	Signs to Advertise Open Registration	2071483	42.00	DOODLES FOR DECORATING
Total 38648:						42.00	
07/12/18	38677	DR. SUMMER GRACE DO	06/30/18	Medical Director June 2018 - Aug. 2018 Correcti	1057370	500.00	DR. SUMMER GRACE DO
Total 38677:						500.00	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/26/18	38717	ELITECRAFT HOMES	07/23/18	Refund of Completion Bond - SWC180212023	1021340	200.00	ELITECRAFT HOMES
Total 38717:						200.00	
07/05/18	38649	ENERGY SAVERS	07/03/18	Refund of Completion Bond - SWC180605107	1021340	200.00	ENERGY SAVERS
Total 38649:						200.00	
07/19/18	38699	ENERGY SAVERS	07/18/18	Refund of Completion Bond SWC180605106	1021340	200.00	ENERGY SAVERS
07/19/18	38699	ENERGY SAVERS	07/19/18	Refund of Completion Bond - SWC180611114	1021340	200.00	ENERGY SAVERS
07/19/18	38699	ENERGY SAVERS	07/19/18	Refund of Completion Bond - SWC180621119	1021340	200.00	ENERGY SAVERS
Total 38699:						600.00	
07/26/18	38718	ENERGY SAVERS	07/20/18	Refund of Completion Bond - SWC180606109	1021340	200.00	ENERGY SAVERS
07/26/18	38718	ENERGY SAVERS	07/20/18	Refund of Completion Bond -SWC180606111	1021340	200.00	ENERGY SAVERS
Total 38718:						400.00	
07/19/18	38700	EXECUTECH	06/29/18	Firewall Renewal - 3 Years	1043350	485.00	EXECUTECH
07/19/18	38700	EXECUTECH	06/29/18	Firewall Renewal - 3 Years	1057350	485.00	EXECUTECH
07/19/18	38700	EXECUTECH	06/29/18	Firewall Renewal - 3 Years	2071350	485.00	EXECUTECH
07/19/18	38700	EXECUTECH	06/29/18	Firewall Renewal - 3 Years	5140350	485.00	EXECUTECH
07/19/18	38700	EXECUTECH	06/30/18	Antivirus, Backup, Email - June 2018	1043308	2,599.75	EXECUTECH
Total 38700:						4,539.75	
07/12/18	38678	FREEDOM MAILING SERVICES INC.	06/30/18	Utility Billing - June 2018	5140370	477.24	FREEDOM MAILING SERVICES INC.
07/12/18	38678	FREEDOM MAILING SERVICES INC.	06/30/18	Utility Billing - June 2018	5240370	331.99	FREEDOM MAILING SERVICES INC.
07/12/18	38678	FREEDOM MAILING SERVICES INC.	06/30/18	Utility Billing - June 2018	5340370	155.62	FREEDOM MAILING SERVICES INC.
07/12/18	38678	FREEDOM MAILING SERVICES INC.	06/30/18	Utility Billing - June 2018	5440370	72.63	FREEDOM MAILING SERVICES INC.
Total 38678:						1,037.48	
07/05/18	38650	GFOA	07/01/18	GFOA Membership Renewal	1043210	170.00	GFOA
Total 38650:						170.00	
07/19/18	38701	Henry Schein, Inc.	07/02/18	Medical Supplies	1057450	1,184.66	Henry Schein, Inc.
07/19/18	38701	Henry Schein, Inc.	07/09/18	Medical Supplies	1057450	1,025.78	Henry Schein, Inc.

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38701:						2,210.44	
07/12/18	38679	Holker, Kody	07/09/18	First Escrow Release for Ray Creek Estates	1034100	34,676.20	Holker, Kody
Total 38679:						34,676.20	
07/19/18	38702	INDUSTRIAL TOOL BOX	07/03/18	Safety Vests & Paint	5140490	138.83	INDUSTRIAL TOOL BOX
Total 38702:						138.83	
07/05/18	38651	JBF Heating & Air Inc.	06/26/18	Replacement of AC Unit	1057260	2,850.00	JBF Heating & Air Inc.
Total 38651:						2,850.00	
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Potential Revisions to City Code	1058312	183.75	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	General Budget Discussion & Information	1058312	57.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	General Information related to Potential Develo	1058312	57.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	General Engineering Assistance	1058312	367.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Project Review Meetings	1058312	370.50	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	City Standards Update	1058312	95.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	GRAMA Requests	1058312	85.50	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Valley Flats	1058312	88.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Canyon Meadows	1058312	93.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Hidden Valley Meadows	1058312	44.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Lester Drive to 7375 S Connection	4560730	111.75	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	1250 E Street Reconstruction - Const. Mgmt.	4560730	85.50	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Transportation Utility Fee	5676312	399.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	2017 CFP - Transportation	1060312	342.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	6650 S Street Closure	4560730	2,043.75	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	South Bench Drive - General Planning	4560730	114.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	South Bench Drive - ROW Acquisition	4560730	342.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	South Bench Drive - Final Design	4560730	2,125.50	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	2018 Street Maintenance Projects	1060312	850.50	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	2018 Safety Sidewalk Application	1060312	228.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	General Storm Water Compliance	5440312	96.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Valley Flats Subdivision	1058319	28.50	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Riverside Place Subdivision - Phases 1 & 2	1058319	554.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Riverside Place Subdivision - Phase 3	1058319	140.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Old Maple Farms Subdivision - Phases 1 & 2	1058319	264.00	JONES AND ASSOCIATES



Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Old Maple Farms Subdivision - Phase 3	1058319	1,376.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Hidden Valley Meadows - Phase 1	1058319	114.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Hidden Valley Meadows - Phase 2	1058319	1,086.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Hidden Valley Meadows - Phase 3	1058319	228.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Freedom Landing Townhomes - Phase 2	1058319	603.25	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Country Lane Assisted Living	1058319	1,365.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Ray Creek Estates	1058319	414.50	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Cook Property	1058319	1,546.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Sun Ray Subdivision	1058319	745.50	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	Ford 1 Lot Subdivision	1058319	285.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	La Pintana	1058319	114.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	GIS - Utility Maps - General	5140312	804.50	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	GIS - General Plan Maps	1058312	494.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	GIS - Address Map	1058312	1,425.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	GIS - Base Map	1058312	1,748.00	JONES AND ASSOCIATES
07/05/18	38652	JONES AND ASSOCIATES	06/30/18	GIS - Subdivision Map	1058312	152.00	JONES AND ASSOCIATES
Total 38652:						21,666.00	
07/12/18	38680	Jones, Joseph	06/26/18	Referee - T Ball	2071481	30.00	Jones, Joseph
Total 38680:						30.00	
07/05/18	38653	Kirk Mobile Repair Inc	06/25/18	AC for Ambulance	1057250	802.35	Kirk Mobile Repair Inc
Total 38653:						802.35	
07/19/18	38703	L N CURTIS	07/11/18	Boots (2)	1057450	410.00	L N CURTIS
Total 38703:						410.00	
07/26/18	38719	Larson, David	07/25/18	Reimbursement for moving expenses per contra	1043240	5,685.50	Larson, David
Total 38719:						5,685.50	
07/26/18	38720	LES OLSEN COMPANY	07/17/18	Quarterly Copier Maintenance	1043251	213.93	LES OLSEN COMPANY
Total 38720:						213.93	
07/05/18	38654	LES SCHWAB TIRE CENTER	07/02/18	New Tire on Trailer	1070250	157.99	LES SCHWAB TIRE CENTER

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38654:						157.99	
07/19/18	38704	LES SCHWAB TIRE CENTER	07/12/18	Trailer Tires	1070250	345.01	LES SCHWAB TIRE CENTER
Total 38704:						345.01	
07/26/18	38721	Lindsay Douglas Construction	07/20/18	Refund of Completion Bond SWC170925133	1021340	500.00	Lindsay Douglas Construction
07/26/18	38721	Lindsay Douglas Construction	07/20/18	Refund of Completion Bond - SWC170927137	1021340	500.00	Lindsay Douglas Construction
07/26/18	38721	Lindsay Douglas Construction	07/20/18	Refund of Completion Bond - SWC171017148	1021340	500.00	Lindsay Douglas Construction
07/26/18	38721	Lindsay Douglas Construction	07/20/18	Refund of Completion Bond - SWC171017151	1021340	500.00	Lindsay Douglas Construction
Total 38721:						2,000.00	
07/26/18	38722	Lync Construction	07/23/18	Overpayment for SWC180430086	1032210	1,389.62	Lync Construction
Total 38722:						1,389.62	
07/05/18	38655	Mel Fowers Heating and Cooling Inc	07/02/18	City Hall AC Repair	1043262	101.00	Mel Fowers Heating and Cooling Inc
Total 38655:						101.00	
07/12/18	38681	Mitchell, Dustin	06/28/18	Referee - T Ball	2071481	7.50	Mitchell, Dustin
Total 38681:						7.50	
07/26/18	10803230	MOUNT OLYMPUS	07/14/18	Water Cooler at City Hall	1043262	30.81	MOUNT OLYMPUS
Total 108032302:						30.81	
07/12/18	38682	NILSON HOMES	07/09/18	Refund of Completion Bond - SWC171121169	1021340	500.00	NILSON HOMES
07/12/18	38682	NILSON HOMES	07/09/18	Refund of Completion Bond - SWC180102001	1021340	500.00	NILSON HOMES
Total 38682:						1,000.00	
07/26/18	38723	NILSON HOMES	07/23/18	Refund of Completion Bond - SWC171218181	1021340	500.00	NILSON HOMES
Total 38723:						500.00	
07/12/18	38683	OFFICE DEPOT	06/28/18	Toner - Paul	1043240	171.60	OFFICE DEPOT

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/12/18	38683	OFFICE DEPOT	07/03/18	Chairmat	1043240	51.07	OFFICE DEPOT
Total 38683:						222.67	
07/05/18	38656	PEHP LTD PAYMENTS	06/28/18	LTD Premium - 06/11/2018 - 06/24/2018	1043135	132.56	PEHP LTD PAYMENTS
Total 38656:						132.56	
07/12/18	38684	PEHP LTD PAYMENTS	06/30/18	LTD Premium-06/25/18 - 07/08/18	1043135	132.13	PEHP LTD PAYMENTS
Total 38684:						132.13	
07/12/18	38685	Poll, Emma	06/26/18	Referee - T Ball	2071481	32.00	Poll, Emma
Total 38685:						32.00	
07/19/18	38705	POST ASPHALT & CONSTRUCTION	07/05/18	Sewer Backup 1200 E	5240490	2,966.25	POST ASPHALT & CONSTRUCTION
Total 38705:						2,966.25	
07/05/18	38657	PRAXAIR	06/19/18	Oxygen	1057450	196.90	PRAXAIR
07/05/18	38657	PRAXAIR	06/21/18	Oxygen	1057450	13.29	PRAXAIR
Total 38657:						210.19	
07/05/18	38658	PROFESSIONAL SALES & SERVICE	06/05/18	Ambulance - Inverter	1057745	1,397.43	PROFESSIONAL SALES & SERVICE
07/05/18	38658	PROFESSIONAL SALES & SERVICE	06/21/18	Ambulance - Inverter Installation	1057240	270.00	PROFESSIONAL SALES & SERVICE
Total 38658:						1,667.43	
07/19/18	38706	PROFESSIONAL SALES & SERVICE	06/14/18	Inverter/Battery Charger	1057450	1,397.43	PROFESSIONAL SALES & SERVICE
Total 38706:						1,397.43	
07/05/18	38659	PROTECT YOUTH SPORTS	06/01/18	Drug Test (7)	1057137	125.65	PROTECT YOUTH SPORTS
07/05/18	38659	PROTECT YOUTH SPORTS	06/01/18	Drug Test (1)	2071137	17.95	PROTECT YOUTH SPORTS
Total 38659:						143.60	
07/26/18	38724	Pure Water Partners	07/11/18	Ice Machine Lease - July 2018	1057260	300.90	Pure Water Partners

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38724:						300.90	
07/01/18	20180704	QUESTAR GAS COMPANY	07/01/18	Gas - Rec Shed, 1327 E	2071270	11.84	QUESTAR GAS COMPANY
07/01/18	20180704	QUESTAR GAS COMPANY	07/01/18	Gas - Pump Str., 1591 E.	5140270	12.61	QUESTAR GAS COMPANY
07/01/18	20180704	QUESTAR GAS COMPANY	07/01/18	Gas - City Hall. 1600 E.	1043270	13.73	QUESTAR GAS COMPANY
07/01/18	20180704	QUESTAR GAS COMPANY	07/01/18	Gas - Shop, 1721 E.	1060271	51.10	QUESTAR GAS COMPANY
07/01/18	20180704	QUESTAR GAS COMPANY	07/01/18	Gas - Pump, 2701 E.	5140270	7.90	QUESTAR GAS COMPANY
07/01/18	20180704	QUESTAR GAS COMPANY	07/01/18	Gas - Fire Station, 7355 S	1057270	33.46	QUESTAR GAS COMPANY
Total 20180704:						130.64	
07/26/18	38725	RED WING - OGDEN	07/03/18	Steel Toe Boots for Zach	1070140	230.00	RED WING - OGDEN
Total 38725:						230.00	
07/26/18	38726	Reisbeck, Rhett and Rebecca	07/20/18	Refund of Completion Bond SWC170530073	1021340	500.00	Reisbeck, Rhett and Rebecca
Total 38726:						500.00	
07/19/18	38707	Revco Leasing Company	07/10/18	Plotter Lease - July 2018	1058250	260.37	Revco Leasing Company
Total 38707:						260.37	
07/12/18	38686	ROBINSON WASTE SERVICES INC	06/30/18	Garbage Collection - June 2018	5340492	10,095.24	ROBINSON WASTE SERVICES INC
07/12/18	38686	ROBINSON WASTE SERVICES INC	07/01/18	Garbage Collection - Park & Ride July 2018	1070625	43.16	ROBINSON WASTE SERVICES INC
Total 38686:						10,138.40	
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #36 Street Light	1060271	23.70	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #39 Street Light	1060271	8.50	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #40 Street Light	1060271	22.25	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #1 VM Shop	1060271	123.93	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #2 City Hall	1043270	264.19	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #3 School Crossing	1060271	10.86	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #4 School Crossing	1060271	10.86	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #5 Cherry Farms Sprnklr	1070270	14.58	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #6 Cedar Loop Park	1070270	11.36	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #7 Sewer Lift Station	5240270	34.91	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #8 Cherry Farms Park	1070270	61.82	ROCKY MOUNTAIN POWER

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #10 Hwy 89 Pump	5140270	118.57	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #11 Lookk Park	1070270	11.36	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #12 Civic Center	1043270	23.26	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #13 Rec Shed	2071270	12.23	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #14 Street Lights	1060271	13.66	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #15 Street Lights	1060271	1,551.61	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #16 Street Lights	1060271	201.07	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #17 Street Lights	1060271	28.93	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #18 Street Lights	1060271	66.76	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #19 Street Lights	1060271	331.33	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #20 Street Lights	1060271	137.53	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #21 East End Wtr Tank	5140270	12.23	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #22 2020 E Hldng Pond	1070270	11.49	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #24 Cedar Cove Park	1070270	15.22	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - # 31 City Well	5140270	863.96	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #26 Fire Station	1057270	273.31	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #27 Bowery	1070270	18.66	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #28 Cedar Cove Park	1070270	57.72	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - #29 Byram Park	1070270	37.02	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - Easton Pond	1070270	229.87	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - Layton Pumpstation	5140270	491.01	ROCKY MOUNTAIN POWER
07/01/18	20180705	ROCKY MOUNTAIN POWER	07/01/18	Power - Old Fort Sprnklr	1070270	11.23	ROCKY MOUNTAIN POWER
Total 20180705:						5,104.99	
07/26/18	38727	Soles, Robert	07/20/18	Cash Bail Refund for Case #181400027	1021350	720.00	Soles, Robert
Total 38727:						720.00	
07/05/18	38660	STAKER PARSON MATERIALS AND CONS	06/21/18	Water Leak - Sandalwood Dr.	5140490	116.74	STAKER PARSON MATERIALS AND CONSTRUCT
07/05/18	38660	STAKER PARSON MATERIALS AND CONS	06/21/18	Sand for Playground	1070261	25.33	STAKER PARSON MATERIALS AND CONSTRUCT
Total 38660:						142.07	
07/12/18	38687	STANDARD EXAMINER	06/30/18	Public Notices - June 2018	1043220	694.25	STANDARD EXAMINER
07/12/18	38687	STANDARD EXAMINER	06/30/18	June Public Notices	1043220	257.00	STANDARD EXAMINER
Total 38687:						951.25	
07/05/18	38661	STATE OF UTAH-D.O.P.L.	06/01/18	Second Quarter State Surcharge Fees	1058370	681.12	STATE OF UTAH-D.O.P.L.

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 38661:						681.12	
07/26/18	38728	SUNSTATE EQUIPMENT COMPANY	07/11/18	Drain for Canyon Meadows Park	1070250	489.80	SUNSTATE EQUIPMENT COMPANY
Total 38728:						489.80	
07/05/18	38662	T J TRAILERS	06/11/18	Trailer Light Connection Repair	1070250	124.70	T J TRAILERS
Total 38662:						124.70	
07/05/18	38663	TWIN D INC	06/18/18	Contractor Service Lateral Video Inspection	5240490	400.00	TWIN D INC
Total 38663:						400.00	
07/05/18	38664	UNIFIRST CORPORATION	06/29/18	Towels for FAC	2071241	29.70	UNIFIRST CORPORATION
Total 38664:						29.70	
07/19/18	38708	UNIFIRST CORPORATION	07/13/18	Towels for FAC	2071241	62.68	UNIFIRST CORPORATION
Total 38708:						62.68	
07/12/18	38688	UPPERCASE PRINTING INK	06/29/18	Newsletter - June 2018	5140370	87.55	UPPERCASE PRINTING INK
07/12/18	38688	UPPERCASE PRINTING INK	06/29/18	Newsletter - June 2018	5240370	62.26	UPPERCASE PRINTING INK
07/12/18	38688	UPPERCASE PRINTING INK	06/29/18	Newsletter - June 2018	5340370	19.46	UPPERCASE PRINTING INK
07/12/18	38688	UPPERCASE PRINTING INK	06/29/18	Newsletter - June 2018	5440370	13.61	UPPERCASE PRINTING INK
07/12/18	38688	UPPERCASE PRINTING INK	06/29/18	Country Fair Flyers	1043240	132.83	UPPERCASE PRINTING INK
Total 38688:						315.71	
07/09/18	20180105	US BANK	V 01/01/18	Water Bond Payment	5112900	96,929.30	US BANK
Total 20180105:						96,929.30	
07/01/18	20180706	US BANK			2071530	9,141.66	US BANK
07/01/18	20180706	US BANK	07/01/18	Bond Payment	1057530	3,555.09	US BANK
Total 20180706:						12,696.75	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/19/18	38709	UTAH BUSINESS LICENSE ASSOC.	07/01/18	Membership Dues	1043210	50.00	UTAH BUSINESS LICENSE ASSOC.
	Total 38709:					50.00	
07/06/18	10803229	UTAH DEPT WORKFORCE SERVICES	06/30/18	6/30/18 unempl charge	1022410	2,099.04	UTAH DEPT WORKFORCE SERVICES
	Total 108032299:					2,099.04	
07/19/18	38710	UTAH MUNICIPAL CLERKS ASSN.	07/01/18	Membership dues 2018-2019	1043210	150.00	UTAH MUNICIPAL CLERKS ASSN.
	Total 38710:					150.00	
07/05/18	38665	UTAH STATE TREASURER	06/01/18	Court Surcharge Remittance - June 2018	1035100	4,834.95	UTAH STATE TREASURER
	Total 38665:					4,834.95	
07/05/18	38666	UTAH VALLEY UNIVERSITY	06/27/18	Recertification - Fessler, Ketts, Rothlisberger	1057230	15.00	UTAH VALLEY UNIVERSITY
	Total 38666:					15.00	
07/05/18	38667	VANGUARD CLEANING SYSTEMS OF U	07/01/18	Janitorial service - July 2018	1043262	245.00	VANGUARD CLEANING SYSTEMS OF U
	Total 38667:					245.00	
07/26/18	38729	VERIZON WIRELESS	06/30/18	Public Works Air Card - June 2018	5140280	60.21	VERIZON WIRELESS
	Total 38729:					60.21	
07/05/18	38668	Vivint Solar	06/28/18	Refund of Completion Bond SWC180424081	1021340	200.00	Vivint Solar
	Total 38668:					200.00	
07/12/18	38689	WASATCH INTEGRATED WASTE MGMT	06/01/18	Garbage Disposal - June 2018	5340492	14,721.20	WASATCH INTEGRATED WASTE MGMT
	Total 38689:					14,721.20	
07/05/18	38669	WEBER BASIN WATER	06/01/18	Second Quarter Impact Fees, 26 Permits	5121357	113,438.00	WEBER BASIN WATER
	Total 38669:					113,438.00	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
07/05/18	38670	Wiese, Traci	07/03/18	Refund of Completion Bond SWC171101157	1021340	500.00	Wiese, Traci
Total 38670:						500.00	
07/19/18	38711	WILKINSON SUPPLY	07/09/18	Mower Repair	1070250	215.60	WILKINSON SUPPLY
07/19/18	38711	WILKINSON SUPPLY	07/09/18	Mower Repair	1070250	138.36	WILKINSON SUPPLY
Total 38711:						353.96	
07/26/18	38730	WORKFORCE QA	06/30/18	Drug Test (6)	1057137	228.00	WORKFORCE QA
07/26/18	38730	WORKFORCE QA	06/30/18	Drug Test (1)	1070137	50.00	WORKFORCE QA
Total 38730:						278.00	
07/01/18	20180707	XPRESS BILL PAY	07/01/18	Online Payment Charges	5140370	292.19	XPRESS BILL PAY
07/01/18	20180707	XPRESS BILL PAY	07/01/18	Online Payment Charges	5240370	203.26	XPRESS BILL PAY
07/01/18	20180707	XPRESS BILL PAY	07/01/18	Online Payment Charges	5340370	95.28	XPRESS BILL PAY
07/01/18	20180707	XPRESS BILL PAY	07/01/18	Online Payment Charges	5440370	44.46	XPRESS BILL PAY
Total 20180707:						635.19	
07/12/18	38690	Zick, Kaleb	06/26/18	Referee - Coach Pitch	2071481	20.00	Zick, Kaleb
Total 38690:						20.00	
07/01/18	20180708	ZIONS BANK-SVS&TRANSACTION FEE	07/01/18	Banking Fees	1042550	19.35	ZIONS BANK-SVS&TRANSACTION FEE
07/01/18	20180708	ZIONS BANK-SVS&TRANSACTION FEE	07/01/18	Banking Fees	1043550	19.35	ZIONS BANK-SVS&TRANSACTION FEE
07/01/18	20180708	ZIONS BANK-SVS&TRANSACTION FEE	07/01/18	Banking Fees	1057550	19.35	ZIONS BANK-SVS&TRANSACTION FEE
07/01/18	20180708	ZIONS BANK-SVS&TRANSACTION FEE	07/01/18	Banking Fees	1060550	19.35	ZIONS BANK-SVS&TRANSACTION FEE
07/01/18	20180708	ZIONS BANK-SVS&TRANSACTION FEE	07/01/18	Banking Fees	1070550	19.35	ZIONS BANK-SVS&TRANSACTION FEE
07/01/18	20180708	ZIONS BANK-SVS&TRANSACTION FEE	07/01/18	Banking Fees	2071550	19.35	ZIONS BANK-SVS&TRANSACTION FEE
07/01/18	20180708	ZIONS BANK-SVS&TRANSACTION FEE	07/01/18	Banking Fees	5140550	135.45	ZIONS BANK-SVS&TRANSACTION FEE
07/01/18	20180708	ZIONS BANK-SVS&TRANSACTION FEE	07/01/18	Banking Fees	5240550	77.40	ZIONS BANK-SVS&TRANSACTION FEE
07/01/18	20180708	ZIONS BANK-SVS&TRANSACTION FEE	07/01/18	Banking Fees	5340550	38.70	ZIONS BANK-SVS&TRANSACTION FEE
07/01/18	20180708	ZIONS BANK-SVS&TRANSACTION FEE	07/01/18	Banking Fees	5440550	19.35	ZIONS BANK-SVS&TRANSACTION FEE
Total 20180708:						387.00	
Grand Totals:						516,767.61	



Approval Date: \_\_\_\_\_

Mayor \_\_\_\_\_

City Recorder: \_\_\_\_\_

# SOUTH WEBER CITY CITY COUNCIL MEETING

**DATE OF MEETING:** 10 July 2018

**TIME COMMENCED:** 6:00 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 (excused)  
Angie Petty  
Merv Taylor  
Wayne Winsor

**CITY PLANNER:**

Barry Burton

**CITY ENGINEER:**

Brandon Jones

**FINANCE DIRECTOR:**

Mark McRae

**CITY MANAGER:**

Dave Larson

**Transcriber:** Minutes transcribed by Michelle Clark

**ATTENDEES:** Chris Tremea, Kevin Croshaw, Shawn Shuler, George Benford, Dak Maxfield, Jake Groundlifere, Kenny Carson, James & Vari Durrant, Lance Stephen, John Grubb, James Callaghan, Brent Poll, Shawn Byram, Darrell Byram, Kregg & Isabella Smith.

Mayor Sjoblom called the meeting to order and welcomed those in attendance and excused Council Member Hyer from tonight's meeting.

**PLEDGE OF ALLEGIANCE:** Mayor Sjoblom

**PRAYER:** Council Member Taylor

**CONFLICT OF INTEREST:** None

**APPROVAL OF CONSENT AGENDA:**

- Approval of 12 June 2018 City Council Meeting Minutes.
- Approval of 19 June 2018 City Council Meeting Minutes.
- Approval of May 2018 Budget to Actual Report

Council Member Halverson moved to approve the consent agenda as amended with the deletion of the approval of the 19 June 2018 City Council Meeting Minutes. Council

**Member Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted yes. Council Member Winsor abstained from the approval of 12 June 2018. 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.

**Brent Poll, 7605 S. 1375 E.**, representing Poll Enterprises LLC, stated he is in attendance concerning Resolution 18-38 (Adoption of Transportation Capital Facilities Plan). He said the Poll family does not want their property on the city's annexation plan. Also, as a member of the South Weber Landfill Coalition, Mr. Poll voiced his concerns with the Hill Air Force Base contamination.

**Kenny Carson, 7459 S 850 E.**, is concerned about Ordinance 18-04 on tonight's agenda. He also discussed the city's recent survey concerning the railroad at Canyon Meadows Park. He is not in favor of the city funding that project. Council Member Halverson said for clarification the city is not putting any money towards the South Weber Model Railroad Club.

**James Durrant, 7478 S. 1980 E.**, said he lives in the Cedar Cove PUD. He is concerned about the increased level of dust from the gravel pit. He said he attended the dust mitigation meeting about six or eight months ago. He said the commitment was made by Staker Parsons to sweep the street roads in the PUD, and it still hasn't been done. He said a private fence in Cedar Cove PUD has been taken down by the developer who has damaged and ruined the fence on 7470 South 1980 East. He would ask that the city not release any bond until the developer meets with the HOA Board and Chris Tremea of the city. Chris Tremea did say he has tried to contact the developer and has discussed this item with Mark Larsen. He assured Mr. Durrant that nothing will be released until it is taken care of. Mr. Durrant said if the developer paid for a speed bump and fixed the fence, he thinks the residents may be okay with that, as some of them been using the open road. It was stated a meeting will be set up with the developer and the Cedar Cove HOA Board.

**Staker Parson Quarterly Report:** Dak Maxfield, of Staker Parson, discussed areas in the city that have been identified by him and Chris Tremea to be swept. He said they started north of the city and have scheduled to sweep Cedar Cove PUD this Thursday. He said the sweeping will take place once a month. He reported that the west gate has been locked as per a neighbor's request. He will make sure it is unlocked for the city parade. He said in June they installed mag-sulfide on the hauling roads and will do it again in the fall. He said the main thing about dust suppression is they have automated their sprinkling system. He said they have finalized the plant upgrades. They have cut the number of loaders operating in half. He said the upgrade was 5.5 million. He said this also helped cut down the noise level significantly. He said they will be applying for a demolition permit for the old scale house. He said the berm along South Weber Drive has two dead plants. They will replace those. They have initiated a lot of reclamation and grading work on the west end. They will come to the city with plans concerning the west boundary. The grading is expected to be completed the end of this year. He then reviewed the funding donated to South Weber Elementary \$3,200, snow removal along both sides of South Weber Drive along the berm and High Mark Charter School, city fireworks \$7,500, also contribute 7 cents a ton \$60,000 to city.

Mayor Sjoblom asked about a berm or ditch to be built along the west end. Dak will look into that. He also discussed a possible berm on west end in which he will bring plans to the city for approval. Council Member Halverson asked about watering. Dak said they have been watering the roads and using the mag-sulfide (twice a year). Council Member Taylor asked about the timetable for the west end berm. Dak said he will get with Mark Larsen in the next three or four weeks.

**Public Works Quarterly Report - Mark Larsen:** Mark Larsen, Public Works Director, presented the quarterly report. He discussed the wing plow that will be purchased this year. He said this vehicle will double the amount they can remove. He said a snow plow sander will go on the truck, as this truck will have a hooklift. He reported that 6650 South Road has been closed. The road signs have been installed. He said the first home has started in Old Maple Farms. He said Freedom Landing has 12 units. He reported on Ray Creek gravel pit. He said building permits from January to July have increased. They have completed 600 inspections this year. Mayor Sjoblom thanked Mark for his presentation.

**Recreation Quarterly Report - Curtis Brown:** Curtis Brown, Recreation Director, presented the quarterly report. Included in the report is the following information:

**Family Activity Center Revenue**

July – September 2017	<b>\$4,518</b>	October – December 2017	<b>\$9,236</b>
January – March 2018	<b>\$9,937</b>	April – June 2018	<b>\$8,727</b>

He said there are three consistent renters with jump rope, karate, and dance. He discussed the complaints from the city survey concerning those who have memberships that can't use the facility when the competition teams are playing. He asked the council whether or not they feel he should not rent the facility for such teams so that the gym is available. Curtis stated there are two competitive baseball leagues renting the Canyon Meadows ball diamond. The League provided their own insurance. There are two competitive teams renting Canyon Meadows ball diamond for practices. AYSO is renting Central Park for league games. The End of School Swim Party was held 5 June 2018 at the Roy Aquatic Center with over 650 attending. The Recreation Department has hired two new employees. One to cover a young man going on a mission at the end of the summer, and one leaving for college. The Council thanked Curtis for his presentation.

**RESOLUTION 18-38: Adoption of Transportation Capital Facilities Plan (CFP):**

Mayor Sjoblom stated Horrocks Engineering was hired to conduct the Transportation Capital Facilities Plan (CFP).

Kevin Croshaw, of Horrocks Engineering, said they have been working with Brandon Jones, City Engineer, concerning this plan. He reviewed the existing roadway network. He discussed the Travel Demand Model Calibration (traffic counts, split traffic analysis zone, and update land use data). Kevin discussed the level of service. He stated the majority of city streets have an acceptable level of service of grade B or better. He then identified areas that are near capacity and unacceptable. He discussed future roadways including South Bench Drive alignment.

Kevin reviewed the cost estimates for CFP projects:

Project Summary (All Projects)					
Project	Location	Total Price	Cost of Others (UDOT, WFR, etc.)	Cost to Developers	South Weber City Cost
1	South Bench Drive: South Boundary to Top of Bench	\$6,410,000	\$5,900,000	\$470,000	\$50,000
2	South Bench Drive: Top of Bench to Toe of Bench	\$2,350,000	\$2,170,000	\$180,000	\$20,000
3	South Bench Drive: Toe of Bench to South Weber Drive	\$3,540,000	\$0	\$3,210,000	\$340,000
4	South Bench Drive: South Weber Drive to Cook Property	\$3,670,000	\$0	\$3,330,000	\$350,000
5	South Bench Drive: Cook Property to 475 East (includes realignment of 475 East)	\$1,940,000	\$0	\$0	\$1,940,000
6	Harper Way: End of Existing to South Weber Drive	\$1,540,000	\$0	\$1,540,000	\$0
7	New Roads: Kingston Drive & Harper Way	\$1,250,000	\$0	\$1,250,000	\$0
8	New Local Collector: South Weber Drive to Harper Way	\$1,580,000	\$0	\$1,580,000	\$0
9	Canyon Meadow Drive: End of Existing to South Bench Drive	\$910,000	\$0	\$910,000	\$0
10	Old Fort Rd: End of Existing to South Bench Drive	\$550,000	\$0	\$550,000	\$0
11	Lester Drive/7375 South: End of Existing to South Bench Drive	\$2,310,000	\$0	\$560,000	\$1,760,000
12	7500 South: South Bench Drive to 1375 East	\$1,390,000	\$0	\$1,390,000	\$0
13	Roadway Connections: 7600 South & 1650 East	\$230,000	\$0	\$230,000	\$0
14	1900 East Extension: Deer Run Drive to South Bench Drive	\$1,220,000	\$0	\$0	\$1,220,000
15	7800 South Connection: End of Existing to 2450 East	\$1,040,000	\$0	\$0	\$1,040,000
16	Old Maple Road: End of Existing to South Weber Drive	\$1,860,000	\$0	\$560,000	\$1,310,000
17	New Traffic Signal: 7800 South & South Weber Drive	\$260,000	\$260,000	\$0	\$0
18	New Traffic Signal: 1900 East & South Weber Drive	\$260,000	\$260,000	\$0	\$0
19	New Traffic Signal: South Bench Drive & South Weber Drive	\$260,000	\$260,000	\$0	\$0
<b>Total</b>		<b>\$32,570,000</b>	<b>\$8,850,000</b>	<b>\$15,760,000</b>	<b>\$8,030,000</b>

Kevin discussed the impact fee facilities plan breakdown. He said the next step is a 10-year Impact Fee Facilities Plan (IFFP) Analysis, prepare IFFP document and provide to Zions Public Finance, assist Zions Public Finance to complete Impact Fee Analysis (IFA), and adopt IFFP & IFA documents. Brandon Jones stated a lot of these projects are development driven. Kevin discussed the 15% contingency estimate on projects cost. Council Member Winsor said typically the contingency percent should be a lot higher. He said the cost estimate is accurate for today, but not for six years.

**Council Member Taylor moved to approve Resolution 18-38: Adoption of Transportation Capital Facilities Plan CFP). Council Member Petty seconded the motion.** Further discussion took place. Council Member Winsor said this is based upon a level of service grade C. He wanted everyone to understand that. **Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted yes. The motion carried.**

**South Weber Model Railroad Club Presentation:**

Mayor Sjoblom stated in response to a request from the South Weber Model Railroad Club (SWMRRC) dated April 20, 2018, the Parks Committee met with John Grubb, President of the SWMRRC, on May 22. The SWMRRC is requesting to complete a section of “out of phase” track by constructing a 160 foot diameter loop on the west side of Canyon Meadows Park by building onto an existing spur.

Mayor Sjoblom stated during the Parks Committee meeting with the SWMRRC, it was discussed that all maintenance of the interior of the loop and outside of the loop to 5 feet from the track would be completed by the SWMRRC.

Mayor Sjoblom stated it was also discussed that in exchange for permission to complete this out of phase section of track, the SWMRRC would have to construct a covered passenger loading platform (small 2- bench bowery) and lay concrete between the sidewalk and track 40-60 feet to the west to provide a safer walking area for passenger loading/unloading. This would have to be constructed prior to the track extension and be submitted through the proper building process.

She stated the Parks Committee is now bringing this forward to the full Council for consideration. Council Member Petty said when this was discussed with the Train Club, it was her understanding the proposal was for a 75 feet diameter loop. She would recommend approval as long as the club maintains the track and a perimeter of 5 feet. Council Member Halverson said the city is not paying anything for the extension of track or maintenance. Council Member Winsor said it is important to understand that the track is on city property and he questioned

**John Grubb, 6966 S. 475 E.,** stated the South Weber Model Railroad Club was organized on 18 February 2009, at the request of Mayor Brent Petersen, and the South Weber City Council. A group of less than ten individuals registered with the State of Utah “as the South Weber Model Railroad Club”, a nonprofit corporation. On 30 June 2014 the club became a 501(c) (3) charitable organization with the IRS, (retroactive 2009).

Mr. Grubb stated the City Council approved a budget of \$36,000 for the construction of the first loop of 3,600 feet of track. Club members assembled all the track panels, fabricated the bridges; hand laid and ballasted the track. Since that date the Club has added an additional 1400 feet of track, and investment of over \$9,500 in rail, ties, and ballast. Additional donations of over \$23,000 have allowed the Club to purchase an engine house for train storage, tools, one small Club engine (\$5,000 value) and 11 public passenger cars. He said no financial assistance has been received from the City since their initial investment.

The Club was advised in 2009 that this park would have a railroad theme. The first concept drawings for the entire 18 acre park included 2 miles of track. The Club was asked to provide the designers with photos of typical railroad stations for the park restrooms. This type of public railroad park exists all over the United States within both City and County properties, all supported by donations.

Mr. Grubb stated we are extremely grateful to the City of South Weber for this opportunity to provide a railroad experience to the citizens of South Weber and surrounding communities. Our average monthly ridership is in excess of 900 riders. The Club has provided an annual Halloween Fright Train for the past 4 years, providing over 1,900 rides and treats at the event. The Club has provided train rides for special community groups, birthday parties, and free rides for special fund raising events.

Mr. Grubb explained that this is a family event for the young and old. The Club provided a recent experiences for the Northern Utah Autism Program, children and family members were able to ride the train together, a wonderful experience for all participants. Boy Scouts have worked on merit badge projects, from track maintenance, to building and installing track sections. The Club believes this is a destination within the City of South Weber for everyone on the Wasatch Front to enjoy.

John said there are several cities all over that have these types of trains. He has corporations who have and who wish to donate funds to this train.

**David Larson, City Manager's memo of 10 July 2018 is as follows:**

**Background:** In response to a request from the South Weber Model Railroad Club (SWMRRC) dated April 20, 2018, the Parks Committee met with John Grubb, President of the SWMRRC, on May 22. The SWMRRC is requesting to complete a section of “out of phase” track by constructing a 160 foot diameter loop on the west side of Canyon Meadows Park by building onto an existing spur.

During the Parks Committee meeting with the SWMRRC, it was discussed that all maintenance of the interior of the loop and outside of the loop to 5 feet from the track would be completed by the SWMRRC.

It was also discussed that in exchange for permission to complete this out of phase section of track, the SWMRRC would have to construct a covered passenger loading platform (small 2-bench bowery) and lay concrete between the sidewalk and track 40-60 feet to the west to provide a safer walking area for passenger loading/unloading. This would have to be constructed prior to the track extension and be submitted through the proper building process.

The Parks Committee is now bringing this forward to the full Council for consideration.

**Council Member Halverson moved to approve the “out of phase” track as described in David Larson’s memo of 10 July 2018 contingent upon the loading platform being completed before installation of the track on the loop. The track itself will be a total diameter of 160 feet. Council Member Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, and Winsor voted yes. Council Member Taylor voted no. The motion carried 3 to 1.**

#### **ORDINANCE 18-04: Amendment to City Code (11.04.130) Fencing**

Mayor Sjoblom stated this ordinance amendment is being proposed because the current ordinance requires new subdivisions to erect a fence between it and any agriculturally used property. This has presented some difficulty in determining what exactly constitutes an agricultural use. The type of fence to require has also come into question on several occasions. The proposal establishes chain link as a base that can be negotiated to something better with the Planning Commission. Also, requiring a 6’ tall masonry fence along the I-84 Right-of-way has become somewhat of a standard, but there is no such requirement in the code. This amendment will codify that requirement.

Council Member Winsor is concerned about leaving it up to the Planning Commission to negotiate the type of fencing. Barry Burton, City Planner, explained the reasoning behind that and said there are several different types of fencing, but the minimum requirement is chain link. He said vinyl fencing isn’t conducive with livestock. Council Member Winsor asked who is responsible the developer or the agricultural owner? Council Member Halverson said it is the agricultural owner’s responsibility to install fencing to protect his livestock. It was stated the ordinance reads “*after receiving a recommendation from the Planning Commission, the City Council may require any type of fence that provides a reasonable barrier to humans*”.

**Council Member Winsor moved to table Ordinance 18-04: Amendment to City Code (11.04.130) Fencing and go back to the Planning Commission to further discuss item A and D. Council Member Taylor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted yes. The motion carried.**

**ORDINANCE 18-05: Amendment to City Code Requiring Buffer Yards (Sections 10.5C.11, 10.5G.12, 10.5K.11, 10.5L.6, 10.5M.6, 10.5N.12, 10.5O.6, 10.07.050, 10.15.050, and 10.15.070):** Mayor Sjoblom said this ordinance was introduced by a former City Manager who had served in that capacity for a city in the eastern US. This ordinance was originally drafted based on the environment/ecology of that part of the Country. This resulted in use of terms such as “over story” or “understory” that really don’t apply well in the west.

Barry Burton’s memo of 6 July 2018 states that buffer yards are essentially ineffective in accomplishing their purpose. Their purpose is to provide a buffer between differing land use types or different densities of residential use. Fences are one way allowed to reduce the required width of buffer yards. In every case where buffer yards have been employed, a fence has been incorporated. The fence is always on the property line which puts all of the plantings on the new land use side of the fence where it is largely unseen by those that we are trying to provide a buffer for. The fence is largely all they see. Also, there is a significant issue with enforcement of some buffer yards. Where these are required within residential developments, they are in the back yards of the homes between the new development and lower density residential areas. It is impractical to install buffer yards prior to the home construction.

Council Member Petty disagrees with removing the buffer zones. She feels it is a protection to our residents. She suggested modifying the buffer yards verses removing it. Mayor Sjoblom is concerned about buffering from commercial zones. Barry said the commercial zones have a landscape requirement. Discussion took place regarding keeping buffer zones for commercial zones but removing it from residential zones. It was suggested Barry make the necessary amendments and the council will review the ordinance again. The council discussed requiring a masonry fence.

**Council Member Taylor moved to table Ordinance 18-05: Amendment to City Code Requiring Buffer Yards (Sections 10.5C.11, 10.5G.12, 10.5K.11, 10.5L.6, 10.5M.6, 10.5N.12, 10.5O.6, 10.07.050, 10.15.050, and 10.15.070). Council Member Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted yes. The motion carried.**

**RESOLUTION 18-36: Approval of Final Plat for Ford I Lot Subdivision**

Mayor Sjoblom stated on June 14, 2018 the Planning Commission held a public hearing regarding Ford I Lot Subdivision. The Planning Commission recommends approval of the final plat subject to minor alterations noted in the City Engineer's memo of 7 June 2018.

**Mike Ford, 1110 S. South Weber Drive,** appealed to the council to waive the \$21,000 to have the escrow for sidewalk curb and gutter because 6650 South is now a private lane. Mayor Sjoblom said 6650 South should eventually have sidewalk, curb, and gutter. Council Member Winsor asked if there is a compelling reason to install sidewalk, curb, and gutter. Brandon said that street is closed but it won’t be closed forever and there is a safety concern. Mr. Ford doesn’t feel it is fair the way 6650 South is now. Council Member Winsor asked if there is another way to hold the property owner accountable. He said there are other property owners in the city who have escrowed for sidewalk, curb, and gutter and there still isn’t the improvements, so if the city has collected in the past, they should continue the precedence that has been set.



Mr. Ford said if the fee in lieu of improvements can't be waived then he will have to seek counsel. He said if the council doesn't waive the fee, then he would like to see this tabled.

Barry discussed the option of a lien agreement that would cover the cost of sidewalk, curb, and gutter. Council Member Petty feels the council needs to be consistent. Brandon Jones said this is a requirement for city code. Mark Larsen said 6650 South will need to be widened and made safe in the future.

**Council Member Petty moved approve Resolution 18-36: Approval of Final Plat for Ford I Lot Subdivision. Council Member Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, and Winsor voted yes. Council Member Taylor voted no. The motion carried 3 to 1.**

**RESOLUTION 18-37: Approval of Rezone of Parcel 13-020-0040 from Agricultural (A) to Residential low Density (R-L):** Mayor Sjoblom read Barry Burton's memo of 6 July 2018.

**Barry Burton, City Planners, memo of 6 July 2018 is as follows:**

**GENERAL INFORMATION:** This proposal raises several concerns about rezoning at this time. One is that it lies in the path of the proposed South Bench Drive as it makes its way up the hill to the south. Right now we don't know exactly how much this will affect the property. Also, the General Plan calls for this area to remain in the A zone. I spoke with the owner/applicant and he has no development plans at this time.

Perhaps the most compelling fact is the entire parcel sits on top of Operable Unit 1 of the HAFB Super Fund Site. In 1998 the Air Force purchased an easement to conduct remediation activities on all but 1.1 acres of the 13.48 acres. This easement does not expire until September 29, 2023.

**STAFF RECOMMENDATION:** Given that there are no immediate development plans, the existing Air Force easement and the other concerns; I see no reason to rezone this property at this time. I recommend the Planning Commission forward this to the Council with a recommendation of denial.

**Council Member Winsor moved to deny Resolution 18-37: Approval of Rezone of Parcel 13-020-0040 to Residential Low Density (R-L). Council Member Halverson seconded. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted yes. The motion carried.**

**RESOLUTION 18-39: Approval of Cook Property Developer Agreement:**

Mayor Sjoblom stated Nilson Homes is in the process of developing the property known as the Cook Property at approximately 675 E Old Post Office Road. The future road to be known as South Bench Drive will proceed through this land. The Developer and the City have agreed to certain conditions in full cooperation. The agreement specifies the obligations of both the developer and the City.

Council Member Winsor questioned paragraph #9 concerning the ingress-egress requirement. He suggested amending the wording to "substantial completion".

**Council Member Winsor moved to approve Resolution 18-39: Approval of Cook Property Developer Agreement with the amendment to change paragraph #9 “substantial complete” and not “commenced”. Council Member Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted yes. The motion carried.**

### **REPORTS:**

**Council Member Halverson:** He said the council will be receiving an ordinance for allowing duplexes in the city where major collector roads intersect. He said it has been brought up that there needs to be more public documentation concerning the Hill Air Force Base contamination.

**Council Member Petty:** She reported the Parks & Recreation Committee met to discuss the results from the survey. Trails and splash pad was the most requested items. They discussed the possibility of a trail at the end of 1900 East naming it the Deer Run Trailhead.

**Council Member Winsor:** He said the Utilities Committee should be meeting next week, but he isn't sure what is on the agenda. He requested information on how the city will be moving forward with Police services next year.

### **Mayor Sjoblom:**

- Digital Sign
  - Digital portion installed this week
  - Wood and metal construction goes on top – South Weber City, Settled 1851
  - Contract states up to 30% Maverik time on sign
- South Bench Dr.
  - Brandon, Dave, Mark Larsen and I met with County Planner, Jeff Oyler, to discuss best way to submit application to County for Prop 1 grant to help pay city's portion of this road – thanks to Brandon for setting this up
- US 89 Bridge to accommodate trail
  - Barry Burton, Mark Benigni (Weber Pathways) and I met with Senator Adams to solicit aid in pushing to have the Weber River Bridge replaced, lengthened and raised to accommodate the trail that goes from the Weber River pathway to the Bonneville Shoreline trail in Layton
  - I am in the process of submitting to present the request to the Utah Transportation Commission in August in Smithfield.
  - Also met with UDOT, Jeff Oyler and Barry Burton to look at the I-84 bridge and determine what UDOT would require to improve a trail underneath that bridge
    - Davis County is very interested in providing funds to help improve this trail and connection
  - Met with Mayor Bob Stevenson yesterday for advice on how to address the Utah Transportation Commission, what to ask for and also obtain a letter of endorsement from Layton City for Davis Co. application and request for county prop 1 funds to help build phase 1 of South Bench Dr. – he is very supportive and will provide that endorsement letter

- South Weber City will host Davis Council of Governors mtg next month
  - Derek will cater the dinner
  - SWFD will be showcased
  - I will also solicit support from the mayors of Davis County for the replacement of the US 89 bridge over the Weber River to help strengthen my argument when I present to the Utah Transportation Commission

**City Manager, Dave Larson:** He reported on the status of the Toyota Camry that was declared surplus. Since then the city staff has looked into using that vehicle for code enforcement. He reported that a resident has requested a stop sign on View Drive. The city staff will be looking into that.

**ADJOURNED:** Council Member Halverson moved adjourn the Council Meeting at 8:45 p.m. Council Member Taylor seconded the motion. Council Members Halverson, Petty, Taylor, and Winsor voted yes. The motion carried.

**APPROVED:** \_\_\_\_\_ **Date**  
Mayor: Jo Sjoblom

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

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

# SOUTH WEBER CITY CITY COUNCIL MEETING

**DATE OF MEETING:** 17 July 2018

**TIME COMMENCED:** 6:00 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 (excused @ 7:24 p.m.)  
Angie Petty  
Merv Taylor  
Wayne Winsor

**FINANCE DIRECTOR:**

Mark McRae

**CITY MANAGER:**

Dave Larson

**Transcriber:** Minutes transcribed by Michelle Clark

**ATTENDEES:** Michael Dixon, Jennifer Dixon, Greg McClume, Kelley McClume, Derek Tolman, Chris Tremea, Curtis Brown, Todd Banner, Raylene Wood, David Evans, Taron Gagnon, Susan Banner, Kelly Gagnon, Blake Coombs, Ty Howard, Lisa Howard, Jeramy Hunt Loveless, and Debbie Peterson.

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

**PLEDGE OF ALLEGIANCE:** Council Member Hyer

**PRAYER:** Council Member Petty

**CONFLICT OF INTEREST:** None

**APPROVAL OF CONSENT AGENDA:**

- Approval of June 2018 Check Register Report
- Approval of 19 June 2018 City Council Meeting Minutes.

Council Member Halverson moved to approve the consent agenda as written. Council Member Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Petty, Taylor, and Winsor voted yes. Council Member Winsor abstained from the approval of 19 June 2018 minutes as he was excused from the meeting. 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.

**Greg McClume, 7985 S. 2020 E.,** said he has lived in South Weber City for the last 15 years. He is concerned about the increased amount of traffic in the cul-de-sac where he lives and Deer Run Drive. He said the location of a dog park should not be in a cul-de-sac. He has observed dog use earlier than the set schedule and later than time. He is concerned about how this would affect the sale of his home. He feels the posse grounds is a better location for a dog park. He submitted a thumb drive identifying the use of the dog park.

**Mike Dixon, 7989 S. 2020 E.,** said when he purchased his home in the cul-de-sac it was to be in a quiet neighborhood. They have used the retention pond for activities, scouts, tag, Frisbee, etc. He said earlier this spring this retention pond was turned into a dog park. He said the biggest problem is the increase in traffic. He said because of the city's decision to turn this into a dog park, it is a busy noisy and hazardous place to come home to. He said a large percentage of the users are not South Weber residents.

**Kelly Gagnon, 2028 Deer Run Drive,** said they have lived in the area for ten years. She has two young children and is concerned about the traffic and safety for her children. She has talked to individuals from Roy, Syracuse, etc. She said they are using the park as early as 6:30 a.m. She has had individuals walking through her property.

**Blake Coombs, 2048 Deer Run Drive,** said he wakes up to barking dogs. He said people are walking along his backyard. He is concerned about safety, privacy, and people coming outside of South Weber. He said dogs bark at him when he is in his backyard. He said the posse grounds would be a better location for this type of use. He said most of the dog owners are responsible but there are a few that break the rules. He asked what the city's reliability is if someone is hurt.

**Todd Banner, 7998 S. 2020 E.,** said he is concerned about safety with the constant flow of traffic. He said the cul-de-sac is not capable of handling all the traffic. He said it is difficult for him to back in a trailer. He said the majority of those using the park are not from South Weber. He questioned who is keeping up on the vaccinations. His dog was attacked in the park. He suggested moving the park to Canyon Meadows Park or the posse grounds.

**Kelly McClume, 7985 S. 2020 E.,** is concerned because the residents knew nothing of the change of the retention pond to a dog park. She said it is like living next to a very popular business. She presented posts from individuals regarding this dog park.

**Susan Banner, 7998 S. 2020 E.,** said she has talked to people at the park. She has nothing against them. She is worried about the long term effects on this dog park. She said the noise is disturbing. Her property value going down is a big issue for her. Her dog has been a victim from this dog park. She discussed the uses of this area prior to it being a dog park. She too is concerned about the lack of privacy. She said it isn't fair for them to have to put in a privacy fence. She isn't sure it is fair to put this type of facility in a cul-de-sac when the original use was for a retention pond. She requested the city find another location.

**Debbie Peterson, 2027 E. Deer Run Drive**, said from the stop sign down Deer Run Drive people drive very fast. She said with the addition of the dog park there is more traffic and they are driving too fast.

**Jennifer Dixon, 7989 S. 2020 E.**, said she did a lot of research concerning establishing a dog park in your community. She has rules and regulations from different cities. She said all of them say similar things about location. She discussed getting the neighborhoods opinion on a dog park. She said from the information she has gathered cities need to discuss location, etc. with residents before a dog park is constructed. She has researched cities in Utah and said there wasn't any dog park that shares a fence with a resident. She asked the council to consider moving the dog park in a location that they would be comfortable living next too.

**Taron Gagen, 2028 Deer Run Drive**, voiced his opposition of this particular dog park. He said his wife sent an email to the Mayor regarding the safety of his children. He said his children love dogs and they have been talking to individuals not from South Weber. He said the concerns of his children were not addressed in the email.

**Ralene Wood, 2135 E. View Dr.**, said perhaps this isn't the best location for the dog park. She has enjoyed bringing her dog to this dog park. She said shame on the city if they didn't coordinate with these people. She said it would be difficult for her to deal with the noise, etc. She tries to be as polite as she can be when she comes to the park and has seen others do the same. She said this is a beautiful area and it is nice to know that her tax payer money is going to a good use.

**Shantel, 1988 E. 7800 S.**, said she has been to the dog park. She said with people coming from other communities to use this dark park shows the need is great. She sympathizes and understands this may not be the best location for the dog park. She would suggest finding a different location in South Weber. She has enjoyed getting to know new people in the community at this dog park.

**Terry Berrman, 2277 Deer Run Drive**, apologized that she has used the park before hours because she didn't see the sign. She wants a dog park because South Weber City doesn't allow dogs in the city parks. She would like to see it moved somewhere else and she would be willing to put in sweat equity for a new park. She said it is nice to have a secure area for her dog to run.

**Davis County Sheriff's Department Quarterly Report:** Detective David Evans reviewed the Davis County Incident Report (SEE ATTACHED). The total number of incidents is 100. Council Member Winsor requested the officer take note on the speeding on Deer Run Drive. He is concerned and asked to have a patrol car at this location. He has just been assigned to South Weber and his plan is to be in an unmarked vehicle in the city at least once a week. Council Member Hyer suggested patrolling more than just the major collectors.

**Fire Department Quarterly Report -Derek Tolman:** Fire Chief Tolman presented the Fire Department quarterly report. He stated as of 1 July 2018 the department has been staffed around the clock. The response time has gone down to three minutes. The ambulance will be ready for service starting 1 August 2018. He said on 6 July 2018 the crews responded to the Lost Creek Fire in Morgan County. He said 29 June 2018 the brush truck and fire truck were called out. He said they responded 11 times to neighboring communities in the last quarter. He said Engine 1 is

expected for delivery within the first two weeks of August. He said code enforcement has been working on getting the park and ride cleaned up. Chris Tremea is working with the Mayor and getting new plans for Stake Parson gravel pit and organized street clean ups. They are helping to rewrite and implement new city codes. Also working on several projects to clean up properties with many more to go. Chris reported there has been patrolling more during firework celebrations. Chief Tolman said the Fire Department will be patrolling on July 24<sup>th</sup>.

### **Discussion on Happy Hound Dog Park**

Mayor Sjoblom thanked those in attendance who have commented concerning this dog park. She apologized for jumping the gun and not thinking about the repercussions from this park. She suggested the council consider (1) keeping current location (2) discontinue use in South Weber or (3) provide another location.

Council Member Taylor apologized to individuals in attendance. He has seen the traffic problem. He would suggest locking the park up tonight and look for another location. He would consider relocating.

Council Member Halverson takes some responsibility because he serves on the Parks & Recreation Committee. He said this was to be a test run for a dog park. He said the city had no idea the use that it has received. He said on the city survey there were individuals who requested a dog park. He is concerned because it is difficult to find a different location that doesn't have neighbors.

Council Member Hyer thanked individuals for coming tonight. He understands it is nice to have a location where you can take a leash off of a dog. He sympathizes with children safety and the traffic issues. He does understand people who want a safe place for their dog. He prefers to see dogs on leashes. He feels bad for the Banners whose dog was attacked. He is concerned about safety for the children. He likes the idea of having a dog park and feels there is a huge need for it. He would suggest moving it to the posse grounds. He said it would need to be fenced. He suggested taking donations.

Mayor Sjoblom feels this dog park does should be moved to a different location. She said there is a need and desire for a dog park in South Weber City. She understands those who have been using this particular park have tried to be clean. She would caution putting a lock on it tonight but think about the possibility of allowing time for a move.

Council Member Petty thanked those in attendance who have come and voiced their opinion. She also apologized for this being so popular because she is the chair for the Parks & Recreation Committee. She understands the concerns with the traffic and strangers visiting this location. She knows there is a demand for a dog park, and would suggest moving the location.

Council Member Winsor also apologized for any inconvenience this has caused for the surrounding residents. He would suggest finding a different location. He feels it should be closed tonight or tomorrow and recommended the city expedite looking at another location.

Mayor Sjoblom suggested the committee brainstorm ideas and bring them back to the Council in two weeks. Council Member Petty suggested closing it down. Council Member Hyer suggested closing it down immediately with the concerns the council has heard tonight.

Mayor Sjoblom would suggest getting the word out to let people know the park will be closed. Council Member Hyer suggested posting that it will be closed August 1, 2018.

The Council was in favor to close the dog park as of tomorrow and directed the city staff to do so.

**Council Member Hyer was excused at 7:24 p.m.**

**Finance Quarterly Report - Mark McRae:** Mark McRae, Finance Director, presented the Finance Department quarterly report. He stated the city staff has been putting the 2018-2019 budget together. He thanked all those involved with this project. He appreciates the opportunity he had to serve as the interim City Manager. He said another project has been the water rates. The city is currently working towards going paperless. He said they have seen a lot of use on the field use of mobile devices. They are currently looking at closing out the end of the year.

Mark reviewed the Preliminary EOY Statistics.

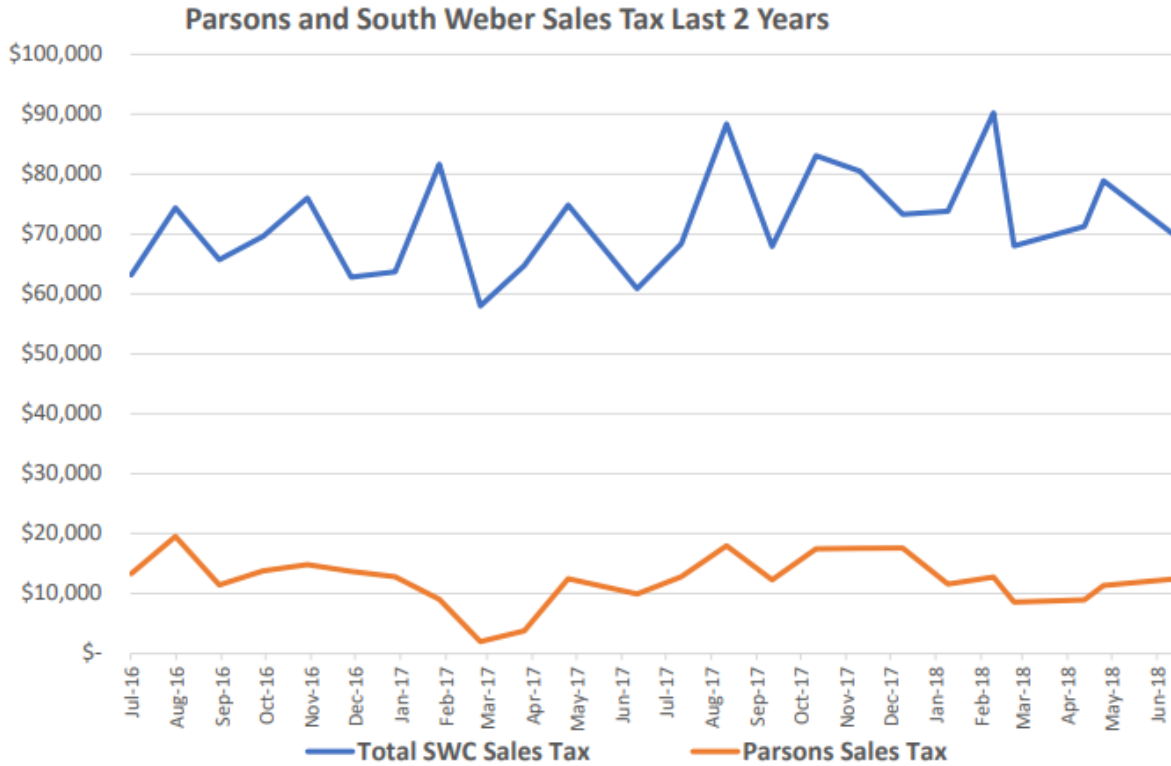
<u>Revenue</u>	<u>YTD</u>	<u>Budget</u>	<u>2016</u>
Property Tax	\$292,895	92%	\$291,931
Sales Tax	\$906,983	116%	\$564,082
Franchise Tax	\$400,070	103%	\$401,384
Class "C"	\$270,888	113%	\$258,944
Building Permits	\$359,619	180%	\$194,985
Fines	\$ 85,246	100%	\$ 85,403

<u>Revenue</u>	<u>YTD</u>	<u>Budget</u>	<u>2016</u>
Water	\$1,065,063	101%	\$1,050,259
Sewer	\$ 879,009	101%	\$ 862,467
Sanitation	\$ 349,688	103%	\$ 343,086
Storm Drain	\$ 173,984	97%	\$ 171,369
Transportation Utility	\$ 125,519	100%	\$ 0

Mark said the current quarter projects include: Audit, CAFR, Electronic Document Conversion, and Online Purchase Orders and Invoice Authorization.

Paul Laprevote, City Treasurer, reviewed the Parsons and South Weber sales tax for the last two years.





Sales Tax Month/Year	Total SWC Sales Tax	Parsons Sales Tax	percent
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<b>FY 2016-2017:</b>	<b>815,572</b>	<b>136,561</b>	<b>16.7%</b>
<b>FY 2017-2018:</b>	<b>913,776</b>	<b>161,343</b>	<b>17.7%</b>

Sales Tax Month/Year	Total SWC Sales Tax	Parsons Sales Tax	Percent
FY 2016-2017	\$815,572	\$136,561	16.7%
FY 2017-2018	\$913,776	\$161,343	17.7%

Mark discussed the royalty funds which have been earmarked by previous council to go towards recreation. He said Parsons also makes a donation for the fireworks for Country Fair Days.

**Approve Purchase of International Hook Lift Truck with Dump Bed, Sander, and Plow**

Mayor Sjoblom stated the dump truck being replaced this year was purchased in 2004. The new truck is a 4-wheel drive International hook-lift. This truck will allow for more universal use than the previous truck. The dump bed will be used in the summer, then unloaded and the sander put on in the winter. The truck is also able to load containers to be deposited and picked up around the city for such use as neighborhood cleanups, wood chip distribution, etc. New with this truck will be the use of a wing plow. This plow arrangement allows the operator to plow twice as much area with each pass. The goal is to keep staff as lean as possible. The wing plow provides this type of efficiency. The truck, plows, and beds will be purchased through State contract MA606. Cost \$241,097.68. Budgeted amount \$300,000. Council Member Petty discussed

purchase verses leasing and the cost difference. Mark McRae has worked with Mark Larsen to come up with a ten year rotation schedule on the equipment. He said the Finance Committee recommended purchase. He understands there have been discussions in the past concerning leasing. Mayor Sjoblom likes the versatility of this type of vehicle for the city.

**Council Member Taylor moved to approve the purchase of the International Hook Lift Truck with Dump Bed, Sander, and Plow for \$241,097.68. Council Member Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted yes. The motion carried.**

**Approve Purchase of F-550 Truck w/ Municipal Package**

Mayor Sjoblom stated Mark Larsen put in the budget an F-550 with a municipal package on it. This is to replace one of the Dodge Rams that are on a two-year lease. The end of the lease comes up in February 2019. He called the truck company and asked if they had a truck like this which they built for the Road Shows. They told him yes and if he wanted it, it is first come first serve. To buy this truck as it is built it will save us about 15,000.00. This purchase is on the State contract (State of Utah Government Discount (LHM) AV2350).

The Cost is \$95,244.50. Budget is \$100,000.

Mayor Sjoblom stated this truck will mainly be used in the parks and at times will be used to help on excavation. It will have a snow plow, removable sander and a dump bed.

**Council Member Petty moved to approve the purchase of F-550 Truck w/ Municipal Package for \$95,244.50. Council Member Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted yes. The motion carried.**

**RESOLUTION 18-40: Approve Final Plat - Hidden Valley Meadows Phase 3**

Mayor Sjoblom stated Brandon Jones, City Engineer's office has completed a review of the final plat, received today, July 11, 2018, for the Hidden Valley Meadows Phase 3 Subdivision and is recommending approval.

Mark Staples, representing Nilson Homes, discussed the benefit of keeping the trees along I-84. He said they are happy to build a retention basin. He said as a quality of life, he would suggest looking at ways to preserve some of those trees for the possibility of a dog park location. Council Member Petty would like to see the trees preserved, but she can't justify increasing the density.

**Council Member Taylor moved to approve Resolution 18-40 approval of final plat of Hidden Valley Meadows Phase 3. Council Member Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Taylor, and Winsor voted yes. The motion carried.**

**REPORTS:**

**Council Member Taylor:** He stated he does care about other communities but doesn't feel this city needs to provide a dog park for them.

**Council Member Halverson:** He reported from the Planning Commission meeting that the RV Park was recommended for approval to the City Council. He said a day care was approved. He discussed the zoning change for a duplex being tabled so that the public in those locations have the opportunity to speak. He said Commissioner Johnson requested a meeting with City Council concerning brainstorming ideas for trails. He said Commissioner Osborne requested the council look at the trail from Peachwood to the charter school.

**Council Member Winsor:** He said the Municipal Utilities Committee will meet 3 August 2108 at 9:00 a.m. He attended the Davis County Mosquito Abatement Meeting and said West Nile has been detected in one of their traps. He said requests can be made to spray your area. He said the audit came back fairly clean. They spent \$20,000 on a drone that helps spread chemicals. He reported that Brandon Jones sent out an email saving the city \$17,346 from Weber Basin Water.

**Mayor Sjoblom:** She would like to know if the council is going to be in the Country Fair Days parade. She thinks it is a good thing. She would like to reserve a spot and discuss how that is going to happen. It was stated the council will be together as a group. Council Member Halverson suggested putting together a trailer with some bales of hay.

She met with Dak Maxfield and residents concerning design plans for the gravel pit.

**City Manager, Dave Larson:** He said Country Fair Days registration has been happening.

**ADJOURNED:** Council Member Winsor moved adjourn the Council Meeting at 8:11 p.m. Council Member Halverson seconded the motion. Council Members Halverson, Petty, Taylor, and Winsor voted yes. The motion carried.

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

**Mayor: Jo Sjoblom**

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

**Attest:**

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



**Davis**  
COUNTY

# *Community and Economic Development*

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

July 6, 2018

## **MEMO TO SOUTH WEBER CITY COUNCIL**

**By Barry Burton**

### **Amendment to City Code 11.04.130 Fencing**

**REASONING:** This ordinance amendment is being proposed because the current ordinance requires new subdivisions to erect a fence between it and any agriculturally used property. This has presented some difficulty in determining what exactly constitutes an agricultural use. Is it agriculture if there are a few chickens on the property or a goat? Is it agriculture if there is a garden where vegetables are grown? Is there a size requirement for the property to be legitimate agriculture use?

It has become apparent that we need a more definitive way to determine where such fencing is required. This will help staff know where to require such fencing and help developers know what to expect.

The type of fence to require has also come into question on several occasions. The proposal establishes chain link as a base that can be negotiated to something better with the Planning Commission.

Also, requiring a 6' tall masonry fence along the I-84 Right-of-way has become somewhat of a standard, but there is no such requirement in the code. This amendment will codify that requirement.

### **11.04.130 Fencing**

- A. ~~Bordering Agricultural Land: Where land used for agricultural purposes lies adjacent to a subdivision, a six foot (6') high fence is required between the subdivision and the agricultural land.~~ Where land zoned A, Agricultural, lies adjacent to a subdivision, a six foot (6') high fence is required between the subdivision and the Agricultural zoned land. The fence shall be chain link unless otherwise specified by the Planning Commission. The purpose of the fence is to provide a reasonable barrier so that residents of, or visitors to, the subdivision are not inadvertently exposed to the dangers of the farm or livestock. Fencing required under this provision is not for the purpose of keeping livestock out of the subdivision. Responsibility for keeping livestock contained on the agricultural property remains the responsibility of the owner of that livestock. After receiving a recommendation from the planning commission, the city council may require any type of fence that provides a reasonable barrier to humans. Required fences shall be installed entirely within the subdivision property unless a property line fence is agreed to by the owner of the adjoining agricultural property by written agreement signed by all property owners involved. Such agreement shall be provided to the city prior to final plat approval by the city council.



# *Community and Economic Development*

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Barry Burton/Director

- B. Bordering Canals: Where a subdivision borders a canal or canal right of way, a six foot (6') high fence is required between the subdivision and the canal. After receiving a recommendation from the planning commission, the city council may require any type of fence that provides a reasonable barrier to humans so residents of, or visitors to, the subdivision are not inadvertently exposed to the dangers of the canal. In order for the barrier to be effective, fencing of other subdivision borders may be required by the city council.
- C. Where building lots for any land use are adjacent to Interstate 84 a six foot (6') masonry fence shall be constructed along the common property line with I-84. This is for safety from wildfire and to provide some protection from auto accidents.

The Planning Commission shall have the authority to waive or vary these requirements where it, in their opinion, will not compromise safety and does not accomplish the intent of the fence.

Fences shall be constructed so that individual property owners are responsible for maintaining only their portion of the fence; with posts located at all property corners. Required fencing shall be considered part of the subdivision improvements and subject to bonding requirements. The city council has final approval on fence requirements

**SOUTH WEBER CITY**

**ORDINANCE 18-04**

**AMENDMENT TO CITY CODE (11.04.130) FENCING**

**Whereas**, the term "agricultural use" in fencing code created confusion and made application difficult and inconsistent; and

**Whereas**, City Staff determined fencing should be required according to zone and not land use; and

**Whereas**, masonry fencing proved of great worth in limiting last year's wildfire and the risk of wildfire continues to exist within the City; and

**Whereas**, the City Council continues to be concerned for the safety of all citizens, land and structures;

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

**SECTION 1: AMENDMENT** "11.04.130 Fencing" of the South Weber Municipal Code is hereby *amended* as follows:

AMENDMENT

11.04.130 Fencing

A. Bordering Agricultural Land: Where land zoned A, Agricultural, lies adjacent to a subdivision, a six foot (6') high fence is required between the subdivision and the Agricultural zoned land. The fence shall be chain link unless otherwise agreed to by the owner/developer and the City Council.

C Where building lots for any land use are adjacent to Interstate 84, a six- foot (6') masonry fence shall be constructed along the common property line with I-84. This is for safety from wildfire and to provide some protection from auto accidents.

D The City Council with the advice of the Planning Commission shall have the authority to waive or vary these requirements where, in their opinion, it will not compromise safety and does not accomplish the intent of the fence.

**SEVERABILITY CLAUSE:** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part there of other than the part so declared to be unconstitutional or invalid.

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

Attest

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

Leading Authority

\_\_\_\_\_  
Jo Sjoblom, Mayor South Weber City

\_\_\_\_\_  
Date

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING In accordance with Utah Code Annotated §592-122-184 as amended, I hereby certify that the foregoing Ordinance was duly passed and published or posted at:

- 1) South Weber Elementary, 1285 E Lester Drive
- 2) South Weber City Building, 1600 E South Weber Drive
- 3) South Weber Family Activity Center, 1181 E Lester Drive

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

**SOUTH WEBER CITY**

**ORDINANCE 18-04**

**AMENDMENT TO CITY CODE (11.04.130) FENCING**

**Whereas**, the term "agricultural use" in fencing code created confusion and made application difficult and inconsistent; and

**Whereas**, City Staff determined fencing should be required according to zone and not land use; and

**Whereas**, masonry fencing proved of great worth in limiting last year's wildfire and the risk of wildfire continues to exist within the City; and

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AMENDMENT

11.04.130 Fencing

A. Bordering Agricultural Land: Where land ~~used for agricultural purposes~~ zoned A, Agricultural, lies adjacent to a subdivision, a six foot (6') high fence is required ~~required~~ between the subdivision and the ~~agricultural~~ Agricultural zoned land. The fence shall be chain link unless otherwise agreed to by the owner/developer and the City Council.

C Where building lots for any land use are adjacent to Interstate 84, a six- foot (6') masonry fence shall be constructed along the common property line with I-84. This is for safety from wildfire and to provide some protection from auto accidents.



D The City Council with the advice of the Planning Commission shall have the authority to waive or vary these requirements where, in their opinion, it will not compromise safety and does not accomplish the intent of the fence.

**SEVERABILITY CLAUSE:** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part there of other than the part so declared to be unconstitutional or invalid.

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

Attest

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

Leading Authority

\_\_\_\_\_  
Jo Sjoblom, Mayor South Weber City

\_\_\_\_\_  
Date

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

**Public Hearing on Amending Code Ordinance: 11.04.130 Fencing:** Barry Burton, City Planner, discussed the difficulty with determining fencing codes for agricultural land. He said this amendment helps to clarify. He said this ordinance doesn't specify type of fencing. He said if that is too difficult to administer, he would suggest going back to chain link fence, but when it was chain link fence before, there was other type of fencing requested. He also discussed the amendment to fencing requirements along Highway 84. He stated the Planning Commission does have the authority to waive the fencing requirement if necessary.

Commissioner Pitts asked if there was any public comment.

**Val Byram, 7595 S. 1375 E.,** said he is zoned agriculture. He said when Dan Bridenstine installed the vinyl fencing in Byram Estates Subdivision, it was installed 6" off the property. He said vinyl fence and animals don't mix. He said it should be chain link between livestock and residential.

**Michael Poff, 939 South Weber Drive,** said the original ordinance allowed for property owners to discuss the type of fencing, and if they can't come to an agreement, then it would go to chain link.

**Commissioner Grubb moved to close the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

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

Barry discussed the purpose for the fencing is to keep people away from livestock. Barry referred to the ordinance 11.04.130. The suggested amendments are as follows:

### **11.04.130 Fencing**

A. ~~Bordering Agricultural Land: Where land used for agricultural purposes lies adjacent to a subdivision, a six foot (6') high fence is required between the subdivision and the agricultural land.~~ Where land zoned A, Agricultural, lies adjacent to a subdivision, a six foot (6') high fence is required between the subdivision and the Agricultural zoned land. The purpose of the fence is to provide a reasonable barrier so that residents of, or visitors to, the subdivision are not inadvertently exposed to the dangers of the farm or livestock. Fencing required under this provision is not for the purpose of keeping livestock out of the subdivision. Responsibility for keeping livestock contained on the agricultural property remains the responsibility of the owner of that livestock. After receiving a recommendation from the planning commission, the city council may require any type of fence that provides a reasonable barrier to humans. Required fences shall be installed entirely within the subdivision property unless a property line fence is agreed to by the owner of the adjoining agricultural property by written agreement signed by all property owners involved. Such agreement shall be provided to the city prior to final plat approval by the city council.

B. Bordering Canals: Where a subdivision borders a canal or canal right of way, a six foot (6') high fence is required between the subdivision and the canal. After receiving a recommendation from the planning commission, the city council may require any type of fence that provides a reasonable barrier to humans so residents of, or visitors to, the subdivision are not inadvertently

exposed to the dangers of the canal. In order for the barrier to be effective, fencing of other subdivision borders may be required by the city council.

C. Where building lots for any land use are adjacent to Interstate 84 a six-foot (6') masonry fence shall be constructed along the common property line with I-84. This is for safety from wildfire and to provide some protection from auto accidents.

D. The Planning Commission shall have the authority to waive or vary these requirements where it, in their opinion, will not compromise safety and does not accomplish the intent of the fence.

Fences shall be constructed so that individual property owners are responsible for maintaining only their portion of the fence; with posts located at all property corners. Required fencing shall be considered part of the subdivision improvements and subject to bonding requirements. The city council has final approval on fence requirements.

Brandon suggested stating if the type of fence isn't specifically addressed then it will be chain link fence.

**Michael Poff, 939 South Weber Drive**, said if a developer comes in and presents a plan and removes an existing fence then who is responsible. Barry said a developer needs an agreement with the property owner to remove the fence.

**Commissioner Grubb moved to recommend approval of Amending Code Ordinance: 11.04.130 Fencing amended to include in item A "6' chain link fence unless otherwise specified by the Planning Commission." Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**Commissioner Grubb moved to open the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**



**Davis**  
COUNTY

# *Community and Economic Development*

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Telephone: (801) 451-3279- Fax: (801) 451-3281  
Barry Burton/Director

July 6, 2018

## **MEMO TO SOUTH WEBER CITY COUNCIL**

**By Barry Burton**

### **Amendment to City Code Removing Buffer Yard Requirements**

**REASONING:** The buffer yard requirements of the ordinance have been problematic from the very beginning. This ordinance was introduced by former City Manager, Ron Chandler, who had served in that capacity for a city in the eastern US. This ordinance was originally drafted based on the environment/ecology of that part of the Country. This resulted in use of terms such as “overstory” or “understory” that really don’t apply well in the west. Also the numbers of plants required are a tremendous overkill for the arid west.

The result is that some potential businesses have been driven away because they either could not or it was too burdensome to meet the buffer yard requirements.

In addition, we have found that buffer yards are essentially ineffective in accomplishing their purpose. Their purpose is to provide a buffer between differing land use types or different densities of residential use. Fences are one way allowed to reduce the required width of buffer yards. In every case where buffer yards have been employed, a fence has been incorporated. The fence is always on the property line which puts all of the plantings on the new land use side of the fence where it is largely unseen by those that we are trying to provide a buffer for. The fence is largely all they see.

Also, there is a significant issue with enforcement of some buffer yards. Where these are required within residential developments, they are in the back yards of the homes between the new development and lower density residential areas. It is impractical to install buffer yards prior to the home construction.

That means that:

1. The developer that made the commitment to put in the buffer yard has often sold the lot to someone else before the buffer can be installed.
2. That someone else may not have had the buffer yard requirement disclosed to them.
3. Buffer yard widths are not consistent with setback requirements. That is the required setback may be less than the minimum buffer yard width. Home builders are not familiar with



**Davis**  
COUNTY

## *Community and Economic Development*

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Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025

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Barry Burton/Director

buffer yards and when planning their home locations, rely only on the setback requirement of the zone. This has created some significant conflicts and threats of lawsuits against the City.

To sum it all up, buffer yards don't work well in our climate and are not water wise. They are largely ineffective in accomplishing their purpose and are very difficult to enforce. Replacing buffer yards with fencing accomplishes the purpose and eliminates the other problems.

**SOUTH WEBER CITY**

**ORDINANCE 18-05**

**AMENDMENT TO CITY CODE REQUIRING BUFFER YARDS**

**Whereas**, landscaping is usually the final step in building and requirements for the development are not always conveyed to subsequent builders; and

**Whereas**, the purpose of buffer yards is to provide screening between land use zones which can be provided through fencing; and

**Whereas**, some of the buffer yard requirements were not appropriate for the harsh winter climate of South Weber;

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

**SECTION 1: AMENDMENT** “Title 10” of the South Weber Municipal Code is hereby *amended* as follows:

Amendment

**10.5C.11 Landscaping Requirements**

- A. General Landscaping: At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. Landscaping shall meet the requirements of SWMC 10.15. For use of exceptional design and materials, as determined by the planning commission, the landscaping may be reduced to ten percent (10%) of the total site.
- B. ~~Buffer Yard Landscaping: Buffer yard A landscaping~~ Fencing: A six foot (6') tall solid screening fence shall be required between the R-H zone and all lower density residential zones. ~~and shall meet the requirements of SWMC 10.15.~~

### **10.5G.12 Landscaping Requirements**

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- B. Buffer Yard Landscaping: A buffer yard ~~C-landscaping~~ shall be required between the C zone and all residential ~~and agricultural~~ zones and shall meet the requirements of SWMC 10.15.
- C. Park Strip Landscaping: Park strip landscaping shall meet the requirements of SWMC 10.15.

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- B. Buffer Yard Landscaping: A buffer yard ~~C-landscaping~~ ~~Fencing~~ shall be required between the C-R zone and all residential zones, except where there



are legal restrictions on the residential zoned property that prevent the construction of residences.

- C. Park Strip Landscaping: Park strip landscaping shall meet the requirements of SWMC 10.15.

### **10.5N.12 Landscaping Requirements**

- A. General Landscaping: At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. Drought resistant plants are encouraged. Landscaping shall meet the requirements of SWM 10.15. For use of exceptional design and materials, as determined by the planning commission, the landscaping may be reduced to ten percent (10%) of the total site.
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- C. Street Trees: Street trees shall be required and meet the requirements of SWMC 10.150.060D, "Park Strip Trees".

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### **10.15.070 Buffer Yard Landscaping**

- A. Intent: The intent of these requirements is to increase the compatibility of adjacent land uses and foster compatibility among different land uses by minimizing the harmful effects of noise, dust and other debris, motor vehicle

headlight glare or other artificial light intrusions, and other objectionable activities or impacts conducted or created by an adjoining or nearby use.

- B. Requirements: The following illustrations graphically indicate the specifications of each a buffer yard. ~~Buffer yard requirements are stated in terms of the width of the buffer yard and the number of plant units required per one hundred (100) linear feet of buffer yard. The requirements of a buffer yard may be satisfied by any of the options thereof illustrated. The type and quantity of plant materials required by each buffer yard, and each buffer yard option, are specified in this section. Only those plant materials capable of fulfilling the intended function shall satisfy the requirements of this chapter.~~

~~The options within any buffer yard are designed to be equivalent in terms of their effectiveness in eliminating the impact of adjoining uses. Cost equivalence between options was attempted where possible. Generally, the plant materials which are identified as acceptable are determined by the type(s) of soil present on the site. All of the following illustrations are drawn to scale and depict the buffer yard according to the average projected diameter of plant materials at five (5) years of planting.~~

- C. Illustrations: ~~Each illustration depicts the total buffer yard located between two (2) uses.~~
- D. Walls, Fences or Berms: ~~Whenever a wall, fence, or berm is required within a buffer yard, these are shown as "structure required" in the following illustrations, wherein their respective specifications are also shown. All required structures shall be the responsibility of the higher intensity use, in order to provide maximum sound absorption.~~
- E. Plant Material Substitutions: ~~The following plant material substitutions shall satisfy the requirements of this section:~~
- ~~1. In buffer yards B, C, D, and E, evergreen canopy or evergreen understory trees may be substituted for deciduous canopy forest trees without limitation.~~
  - ~~2. In buffer yard A, evergreen canopy or evergreen understory trees may be substituted as follows:~~
    - ~~a. In the case of deciduous canopy forest trees, up to a maximum of fifty percent (50%) of the total number of the deciduous canopy trees otherwise required.~~
    - ~~b. In the case of deciduous understory, without limitation.~~

~~3. In all buffer yards, evergreen or conifer shrubs may be substituted for deciduous shrubs without limitation.~~

~~F. Equivalent Structures: The following structures are equivalent and may be used interchangeably, so long as both structures are specified in the buffer yard illustrations in this section. (Buffer yard illustrations are to typify the structure and are not intended to be required designs.)~~

Structure	Equivalent Structure
<del>F1</del>	<del>B1</del>
<del>F2</del>	<del>B2</del>
<del>F3</del>	<del>B3</del>
<del>F3</del>	<del>BW1</del>

~~G. Solar Access: If the development on the adjoining use is existing, planned, or deed restricted for solar access, understory trees may be substituted for canopy trees where canopy trees would destroy solar access.~~

C. Satisfaction of Requirements: Any existing plant material which otherwise satisfies the requirements of this section may be counted toward satisfying all such requirements.

D. Placement: The exact placement of required plants and structures shall be the decision of each user except that ~~the following requirements shall be satisfied~~: evergreens (or conifers) shall be planted in clusters rather than singly in order to maximize their chances of survival.

~~1. Berms with masonry walls (BW1) required of buffer yards D and E options are intended to buffer more significant nuisances from adjacent uses and additionally, to break up and absorb noise, which is achieved by the varied heights of plant materials between the masonry wall and the noise source.~~

~~a. When berms with walls are required, the masonry wall shall be closer than the berm to the higher intensity use.~~

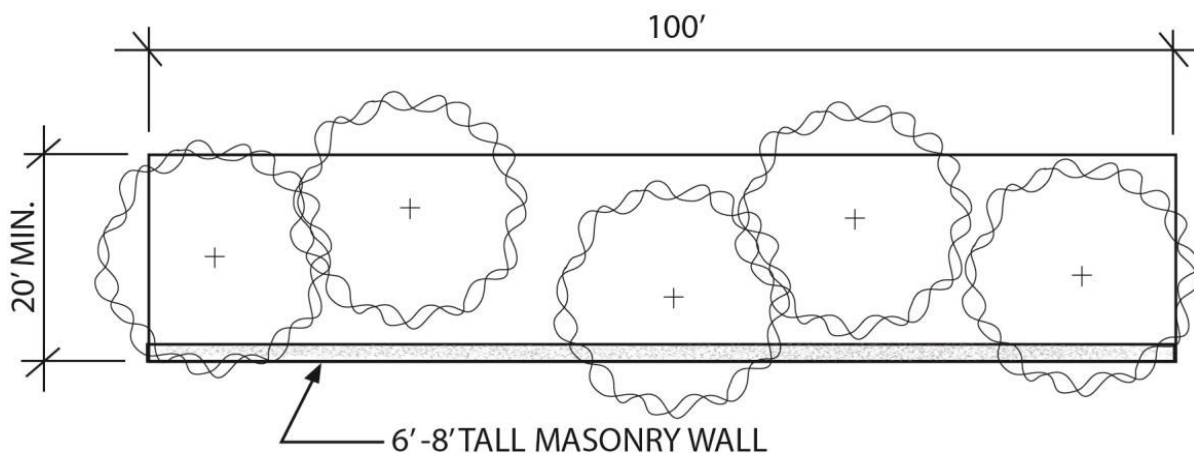
~~b. Within a buffer yard, a planting area at least five feet (5') wide containing fifteen percent (15%) of the total plant requirements shall be located between the masonry wall and the higher~~

~~intensity class use. These plants shall be chosen to provide species and sizes to reduce noise in conjunction with the wall.~~

~~H. Sprinkler System; Ground Cover Required: All buffer yard areas shall include an underground sprinkler system and be seeded with lawn unless ground cover is already established.~~

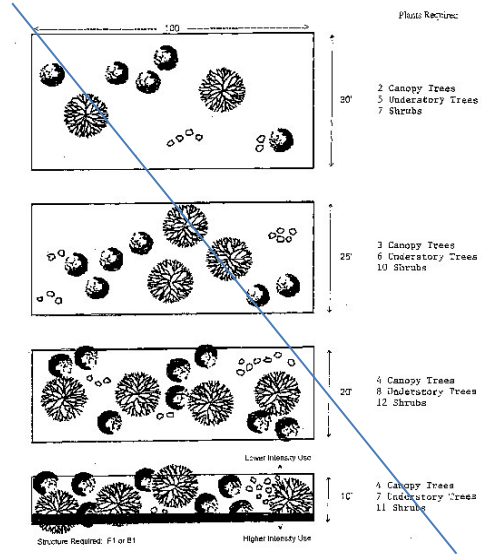
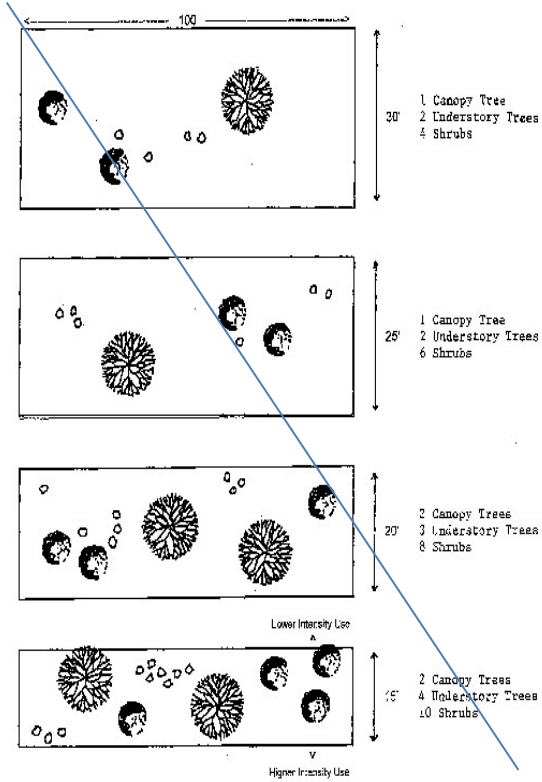
E. Any provision contained in this chapter may, with just cause, be waived by the City Council with the advice of the Planning Commission.

#### BUFFERYARD A

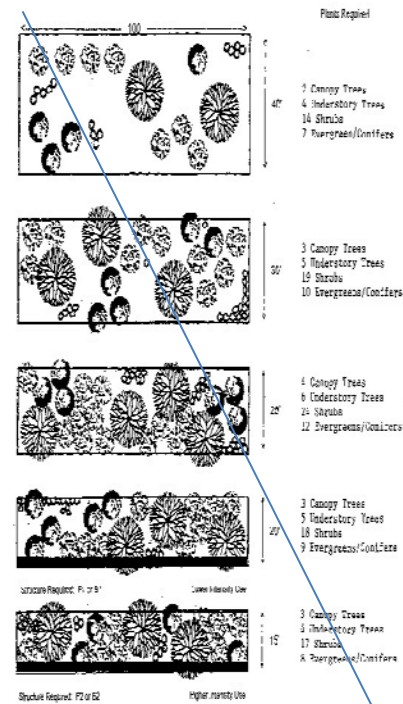


- MASONRY WALL SHALL BE AT OR NEAR PROPERTY LINE.
- THERE SHALL BE ONE TREE WITH MATURE HEIGHT OF AT LEAST 25' FOR EVERY 20' OF LENGTH OF BUFFER YARD OR FRACTION THEREOF.
- GROUND PLANE SHALL BE LANDSCAPED WITH SHRUBS, GROUND COVERS, FLOWERS OR DECORATIVE MULCH.

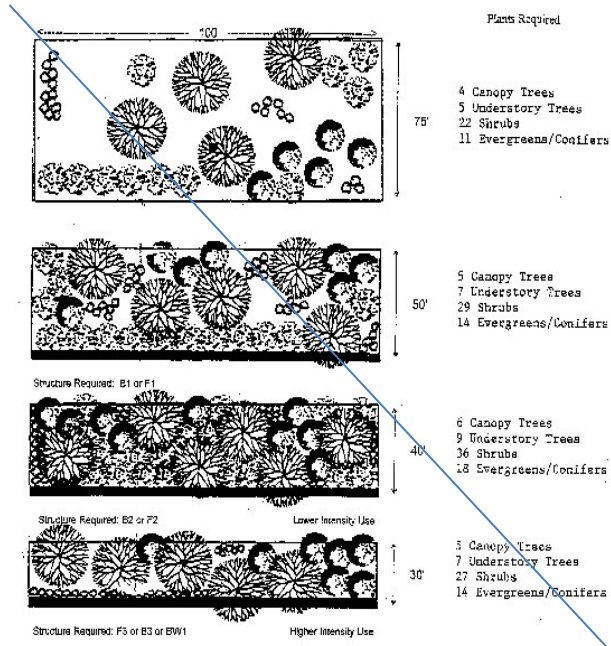
## BUFFERYARD B



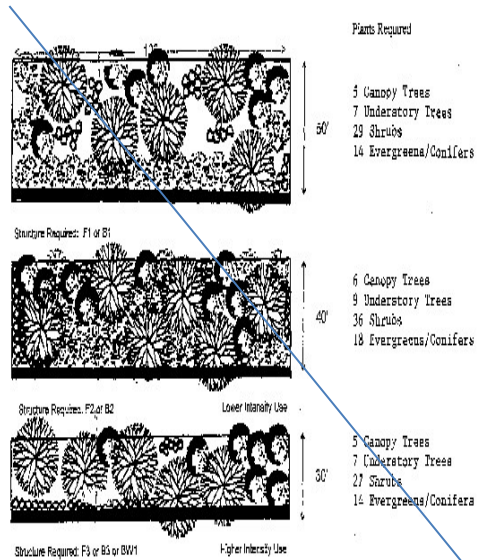
## BUFFERYARD C



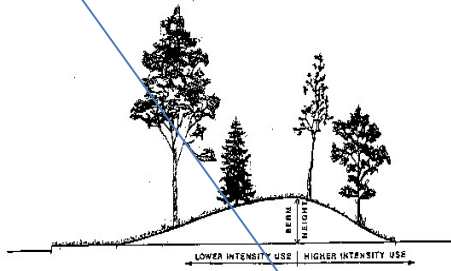
## BUFFERYARD D



## BUFFERYARD E



BERMS

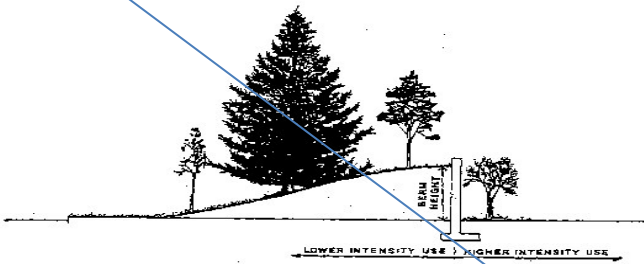


SYMBOL	HEIGHT	MATERIAL
B1	4'	EARTH
B2	5'	EARTH
B3	6'	EARTH

~~BUFFERYARD STRUCTURES~~

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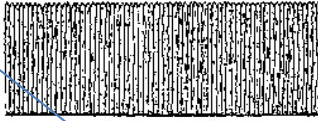
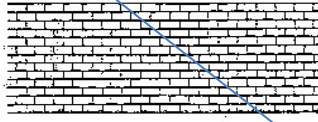
BERM WALLS



SYMBOL	HEIGHT
BW1	4' BERM with 6' MASONRY WALL

# ~~BUFFERYARD STRUCTURES~~

## FENCES

SYMBOL	HEIGHT	MATERIAL
F1	6'	 Wood Stockade or Vinyl Stockade
F2	6'	 Masonry Wall (Poured Concrete, Cement Block, Brick, etc.)
F3	8'	

**SEVERABILITY CLAUSE:** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part there of other than the part so declared to be unconstitutional or invalid.

**AYE      NAY      ABSENT      ABSTAIN**

Blair Halverson

Kent Hyer

Angie Petty

Merv Taylor

Wayne Winsor

Leading Authority

---

Jo Sjoblom, Mayor, South Weber City

Date

Attest



---

Mark McRae, City Recorder, South Weber City

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING In accordance with Utah Code Annotated §592-122-184 as amended, I hereby certify that the foregoing Ordinance was duly passed and published or posted at:

- 1) South Weber Elementary, 1285 E Lester Drive
- 2) South Weber City Building, 1600 E South Weber Drive
- 3) South Weber Family Activity Center, 1181 E Lester Drive

---

Attest, Mark McRae, City Recorder, South Weber City

**SOUTH WEBER CITY**

**ORDINANCE 18-05**

**AMENDMENT TO CITY CODE REQUIRING BUFFER YARDS**

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<del>F1</del>	<del>B1</del>
<del>F2</del>	<del>B2</del>
<del>F3</del>	<del>B3</del>
<del>F3</del>	<del>BW1</del>

~~G. Solar Access: If the development on the adjoining use is existing, planned, or deed restricted for solar access, understory trees may be substituted for canopy trees where canopy trees would destroy solar access.~~

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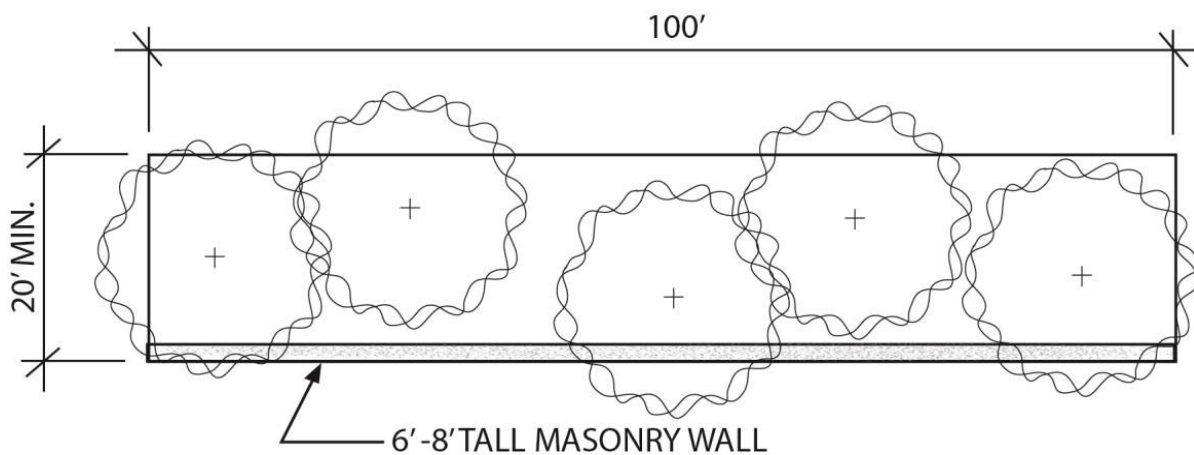
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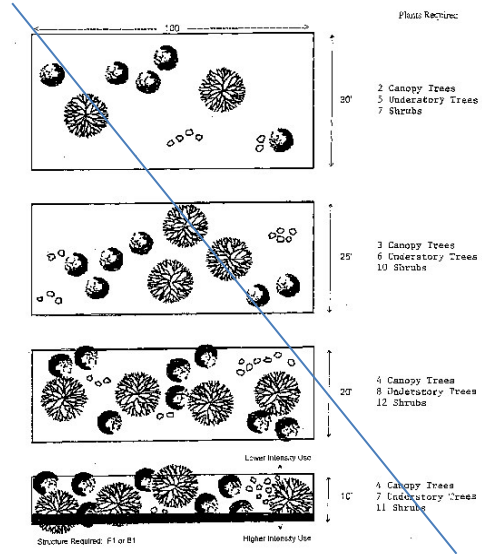
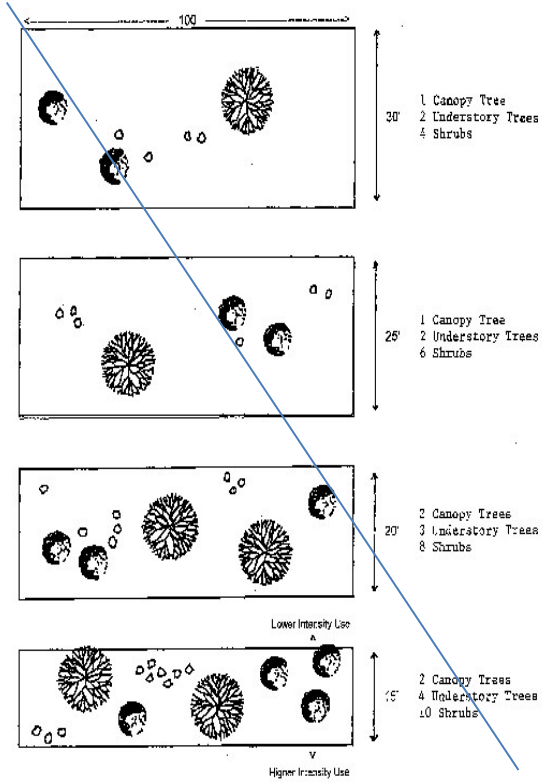
#### BUFFERYARD A



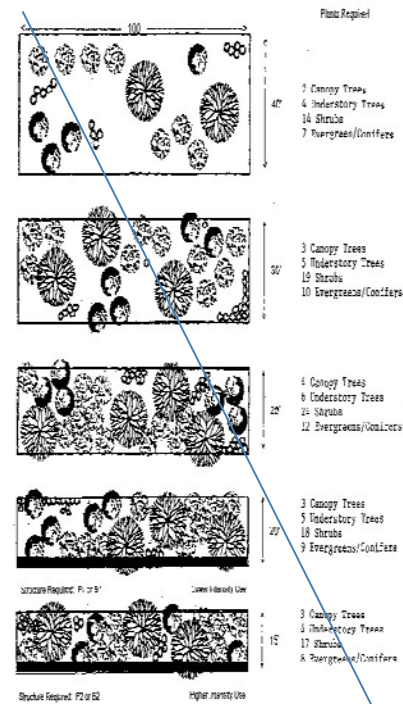
- MASONRY WALL SHALL BE AT OR NEAR PROPERTY LINE.
- THERE SHALL BE ONE TREE WITH MATURE HEIGHT OF AT LEAST 25' FOR EVERY 20' OF LENGTH OF BUFFER YARD OR FRACTION THEREOF.
- GROUND PLANE SHALL BE LANDSCAPED WITH SHRUBS, GROUND COVERS, FLOWERS OR DECORATIVE MULCH.



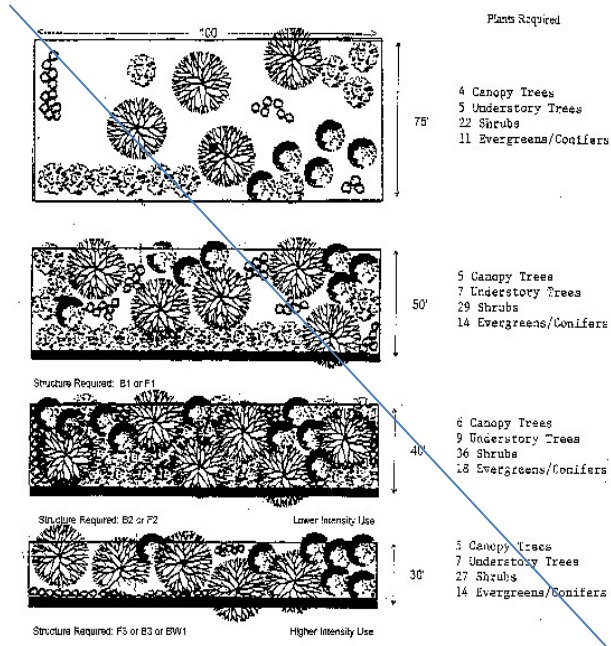
## BUFFERYARD B



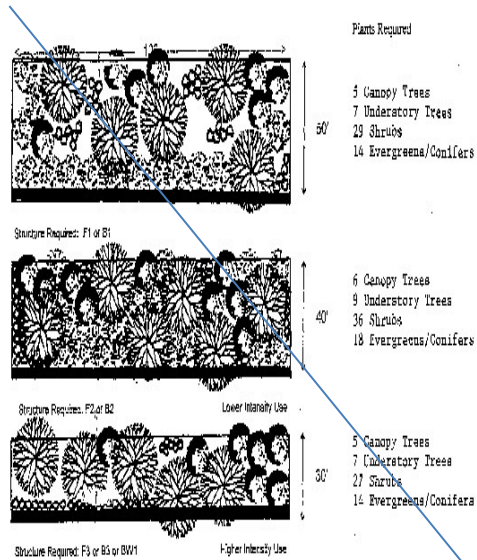
## BUFFERYARD C



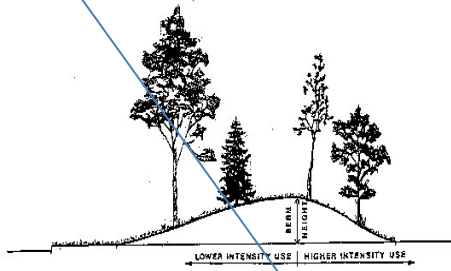
## BUFFERYARD D



## BUFFERYARD E



BERMS

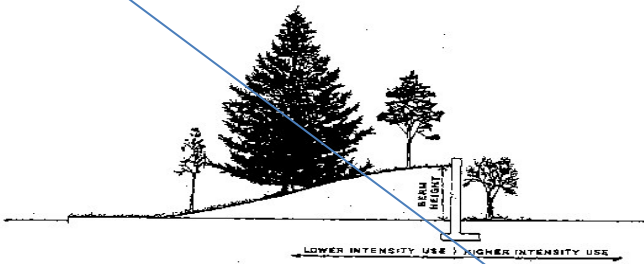


SYMBOL	HEIGHT	MATERIAL
B1	4'	EARTH
B2	5'	EARTH
B3	6'	EARTH

~~BUFFERYARD STRUCTURES~~

~~BUFFERYARD STRUCTURES~~

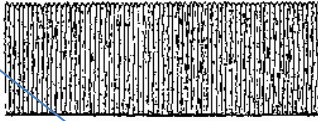
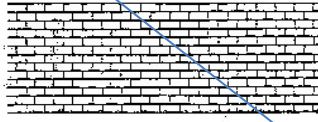
BERM WALLS



SYMBOL	HEIGHT
BW1	4' BERM with 6' MASONRY WALL

# ~~BUFFERYARD STRUCTURES~~

## FENCES

SYMBOL	HEIGHT	MATERIAL
F1	6'	 Wood Stockade or Vinyl Stockade
F2	6'	 Masonry Wall (Poured Concrete, Cement Block, Brick, etc.)
F3	8'	

**SEVERABILITY CLAUSE:** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part there of other than the part so declared to be unconstitutional or invalid.

**AYE      NAY      ABSENT      ABSTAIN**

Blair Halverson

Kent Hyer

Angie Petty

Merv Taylor

Wayne Winsor

Leading Authority

---

Jo Sjoblom, Mayor, South Weber City

Date

Attest

---

Mark McRae, City Recorder, South Weber City

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING In accordance with Utah Code Annotated §592-122-184 as amended, I hereby certify that the foregoing Ordinance was duly passed and published or posted at:

- 1) South Weber Elementary, 1285 E Lester Drive
- 2) South Weber City Building, 1600 E South Weber Drive
- 3) South Weber Family Activity Center, 1181 E Lester Drive

---

Attest, Mark McRae, City Recorder, South Weber City

**Public Hearing on Amending Zoning Codes removing Buffer Yards: Changes will affect Sections 10.5.C.11, 10.5G.12, 10.5L.6, 10.5K.11, 10.5L.6, 10.5M.6, 10.5N.12, 10.5O.6, 10.5P.10, 10.07.050, 10.15.050, 10.15.070:** Barry Burton, City Planner, described city buffer yard requirements. He said it has been extremely difficult to enforce buffer yards in the fashion it is written. He suggested replacing the buffer yard with a 6' solid screening fence.

Commissioner Pitts asked if there was any public comment.

**Michael Poff, 939 South Weber Drive,** asked if the Planning Commission can discuss the soccer complex and why the buffer requirement has been removed. He said it is nice to have some type of buffer.

**Mike Bastian, 7721 S. 7150 E.,** said he has been on the end where he has bought property from a developer, but it is tough when you inherit such requirements. He feels like a fence will provide an adequate barrier.

**Commissioner Grubb moved to close the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

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

Barry addressed the soccer complex and stated why the amendments. He said there is still a buffer yard requirement between the outdoor soccer fields and the adjacent resident. He said it seems like a fence makes things easier for everyone involved and still accomplish the purpose.

**Commissioner Grubb moved to recommend approval of Amending Zoning Codes removing Buffer Yards: Changes will affect Sections 10.5.C.11, 10.5G.12, 10.5L.6, 10.5K.11, 10.5L.6, 10.5M.6, 10.5N.12, 10.5O.6, 10.5P.10, 10.07.050, 10.15.050 and 10.15.070. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**Commissioner Grubb moved to open the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**



# Community and Economic Development

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

July 6, 2018

## MEMO TO SOUTH WEBER CITY COUNCIL

**By Barry Burton**

The review of the proposed rezone for MS Financial below in italics is what was presented to the Planning Commission in June. I believe the reasons I give for recommending denial of the rezone are essentially what the Planning Commission gave as reason for their recommendations of denial to the City Council.

### ***REZONE PARCEL 13-020-0040***

***REQUEST:*** Approval of rezone from A to R-L

***GENERAL INFORMATION:*** This proposal raises several concerns about rezoning at this time. One is that it lies in the path of the proposed South Bench Drive as it makes its way up the hill to the south. Right now we don't know exactly how much this will affect the property. Also, the General Plan calls for this area to remain in the A zone. I spoke with the owner/applicant and he has no development plans at this time.

*Perhaps the most compelling fact is the entire parcel sits on top of Operable Unit 1 of the HAFB Super Fund Site. In 1998 the Air Force purchased an easement to conduct remediation activities on all but 1.1 acres of the 13.48 acres. This easement does not expire until September 29, 2023.*

***STAFF RECOMMENDATION:*** Given that there are no immediate development plans, the existing Air Force easement and the other concerns; I see no reason to rezone this property at this time. I recommend the Planning Commission forward this to the Council with a recommendation of denial.

**SOUTH WEBER CITY**

**RESOLUTION 18-37**

**APPROVAL OF REZONE OF PARCEL 13-020-0040 TO RESIDENTIAL LOW DENSITY  
(R-L)**

**Whereas**, M S Financial LLC applied to rezone property (13-020-0040) at approximately 850 E South Weber Drive; and

**Whereas**, a public hearing was held before the body of the Planning Commission on June 14, 2018; and

**Whereas**, the Planning Commission, after careful review, recommends denial of this request; and

**Whereas**, the City Council has weighed all factors and information available;

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

**SECTION 1: ADOPTION** “18-37 Approval of Rezone” of the South Weber Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

18-37 Approval of Rezone of Parcel 13-020-0040 To Residential Low Density (R-L)  
*(added)*

**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the South Weber City Council to approve rezoning of parcel 13-020-0040 from Agriculture to Residential Low Density.



**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

---

Mark McRae, Recorder, South Weber City

**Public Hearing and Action on Rezone RZ18-04: Application for property located at approx. 850 E South Weber Drive (Parcel 13-020-0040) of approx. 13.48 acres from Agriculture (A) to Residential Low Density (R-L) by applicant MS Financial LLC:**

Commissioner Pitts asked if there was any public comment.

**Darrell Byram, 899 E. South Weber Drive**, feels developers should have to pay for roads. He said so much of agricultural ground is being developed. He said there are some residents who rely on agricultural ground for a living.

**Cymbre Rowser, 985 E. 7375 S.**, said she has been in this city for 56 years. She has breathing problems from the contamination. She said the city turned this rezone down three years ago and it shouldn't be here now. She stated when Mr. Poll was talking about this, there are people who have died from this.

**Shawn Byram, 154 Harper Way**, said in 2016 the master plan was amended, and this property is agricultural. He said it is also on the city's sensitive land use map. He would like to know how the contamination is decreasing. He understands HAFB is mitigating the contamination by letting nature take its course. He would suggest denying or tabling until questions are answered.

**Michael Poff, 939 E. South Weber Drive**, asked about the contamination easement. He said the government does provide for the purchase of easements to maintain agricultural property. He would suggest this might be something to investigate.

**Mike Szymanski, 625 W 5300 S SLC**, said there is approximately 3.5 acres in southwest corner that is an easement with HAFB and he would like to research that more.

**Val Byram, 7590 S. 1375 E.**, said he owns pasture above this rezone request. He said HAFB has fenced off a spring so that their livestock doesn't drink it.

**Darrell Alvey, 853 E. South Weber Drive**, said his property is next to this property. He said this request has come up before and denied because of the HAFB easement and contamination. He discussed the access to this property and the fact that there isn't one.

**Mike Szymanski, 625 W 5300 S SLC**, said this is simply a change in zoning at this time. He is happy to postpone to research some of these issues.

**Darrell Byram, 899 E. South Weber Drive**, said once a zone is changed it will never go back.

**Commissioner Grubb moved to close the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

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

Commissioner Grubb appreciates people coming and expressing their concern. He said a landowner has a right to request a change to their property within the laws and ordinances of the city. He said this is a rezone request. The city has a master plan that we like to follow, and this

property is zoned agricultural and he doesn't see a need to change the master plan at this time. He isn't hearing a reason or intent for request for rezone from the landowner.

Mr. Szymanski said the agricultural zone doesn't allow for enough lots. He does know that to the east and north of this property the property was rezoned. Commissioner Grubb said that request followed the master plan.

Barry Burton said HAFB owns the easement on all but 1.1 acres. Mr. Szymanski said the property is under restriction, but not a restriction for any change in zoning or development. Barry said the general plan recommends it stay agricultural. He said there is no official alignment of South Bench Drive. He doesn't see any reason to rezone currently. Commissioner Johnson feels the agricultural land is important and would like to see this property preserved through a conservation easement. He said 850 East is a private road so access is difficult. He feels the city needs a map of all the restrictive easements in the city.

**Commissioner Grubb moved to recommend to City Council denial of RZ18-04: Application for property located at approx. 850 E South Weber Drive (Parcel 13-020-0040) of approx. 13.48 acres from Agriculture (A) to Residential Low Density (R-L) by applicant MS Financial LLC. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

#### **Report by Barry Burton regarding city locations with both Arterial and Collector Roads:**

Barry Burton, City Planner, said at the last Planning Commission meeting we discussed allowing duplexes at intersections of arterial and collector roads. He said we did discuss the location of 1900 East and South Weber Drive as a possible location for a duplex. He then identified locations where major collectors and minor arterials intersect. Commissioner Johnson stated there are residents who don't want to see more duplexes in the city. Commissioner Pitts said the city does currently have duplexes. Commissioner Pitts and Grubb suggested Barry draft an ordinance.

#### **PUBLIC COMMENTS:**

**Michael Poff, 939 E. South Weber Drive**, discussed the natural conservation services. He said the government sets up grants to maintain agricultural property. He said it is under the USDA government web address. He also asked about South Bench Drive. He read from the minutes of 23 September 2014 concerning the plan for transportation in the city. He is also concerned about the need for a second access out of South Weber Elementary. He suggested a mitigation plan for the general plan the next time it is reviewed. This will allow for more options for funding.

**Kody Holker, 1900 Canyon Drive**, received a notice that his conditional use permit has been suspended. He would like guidance as he looks at the permit that was granted there isn't anything on there with which they are not compliant. Commissioner Grubb said the city has a dust ordinance. He said he is moving a lot of dirt and he is keeping his dust down. He has seen a lot of video footage of dust not being controlled with water at the site in question. He said it is expected of Geneva and Parson. He said there is more dust coming off this project versus them. Kody asked what he needs to do to get the conditional use permit reinstated. Commissioner Grubb suggested Mark Larsen work with Kody Holker.

**Commissioner Grubb recommend operation and conditional use permit be reinstated with the approval of Mark Larsen on the dust control. Commissioner Johnson seconded the motion. Commissioners Grubb, Pitts, and Johnson voted yes. The motion carried.**



# *Community and Economic Development*

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

## **REZONE PARCEL 13-020-0040**

**REQUEST:** Approval of rezone from A to R-L

**GENERAL INFORMATION:** This proposal raises several concerns about rezoning at this time. One is that it lies in the path of the proposed South Bench Drive as it makes its way up the hill to the south. Right now we don't know exactly how much this will affect the property. Also, the General Plan calls for this area to remain in the A zone. I spoke with the owner/applicant and he has no development plans at this time.

Perhaps the most compelling fact is the entire parcel sits on top of Operable Unit 1 of the HAFB Super Fund Site. In 1998 the Air Force purchased an easement to conduct remediation activities on all but 1.1 acres of the 13.48 acres. This easement does not expire until September 29, 2023.

**STAFF RECOMMENDATION:** Given that there are no immediate development plans, the existing Air Force easement and the other concerns; I see no reason to rezone this property at this time. I recommend the Planning Commission forward this to the Council with a recommendation of denial.

# APPLICATION FOR CHANGE OF ZONING

South Weber City  
1600 East South Weber Drive  
South Weber, Utah 84405  
Phone: (801) 479-3177 Fax: (801) 479-0066

OFFICE USE: Application # \_\_\_\_\_ Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date Received \_\_\_\_\_

Owner of Property MS FINANCIAL LLC

Applicant's Name MS FINANCIAL LLC  
Mailing Address 625 W 5300 S City, State, Zip SLC UT 84123  
Phone 808.875.8284 Fax \_\_\_\_\_ Email mike@msinvestments.com

Agent's Name \_\_\_\_\_  
Mailing Address N/A City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Request: 13.48 Acres/Sq. Feet be changed from A zone to R-L zone  
\_\_\_\_\_ Acres/Sq. Feet be changed from \_\_\_\_\_ zone to \_\_\_\_\_ zone

Property Address: Westside of 850 E. (a little south of) So. Weber Drive (~7350 S.)

Parcel Number(s): 13-020-0040 Total Acres or Sq. Feet: 13.48

Legal Description: (If description is longer than space provided, please submit complete legal description on an addendum sheet.)

See attached addendum

What is the proposed use?

Future low density residential (R-L) subdivision

In what way does the proposal recognize the City's General Plan?

It will allow low-density residential growth similar to other current R-L zoning across the street to the East & to North of the subject parcel.

**Public Notice Authorization:** I (we) do hereby give permission to South Weber City to place a city Apublic notice@ sign on the property contained in this application for the purpose of notification of the change of zoning application.

Signed: Mike Szyg MANAGER  
Property Owner  
MS FINANCIAL LLC  
Property Owner

**APPLICANT'S AFFIDAVIT**

State of Utah  
County of Salt Lake

I (we) Michael Szymanski, being duly sworn, depose and say I (we) am (are) the sole owner(s)/agent of the owner(s), of the property involved in this application, to-wit, 850 E. ~ 7350 S. So. Weber ~13.48 acres at UTAH and that the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly and to the best of my ability, present the argument in behalf of the application. Also, all statements and information are in all respects true and correct, to the best of my knowledge and belief.

Dated this 14th day of May, 2019.

Signed: Mike Szyg  
Property Owner or Agent  
Property Owner or Agent

Subscribed and Sworn before me this 14th day of May, 2019.

Notary Public: [Signature]



**AGENT AUTHORIZATION**

State of Utah )  
County of \_\_\_\_\_ )

I (we) \_\_\_\_\_, the sole owner(s) of the real property located at \_\_\_\_\_, South Weber City, Utah do hereby appoint \_\_\_\_\_ as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and to appear on my (our) behalf before any city boards considering this application.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_  
Property Owner  
Property Owner

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_

July 13, 2018

South Weber City Corporation  
Attn: David Larson  
1600 East South Weber Drive  
South Weber, Utah 84405

**RE: Royal Farm Estates Phase 4 - Final Acceptance**

Dear David:

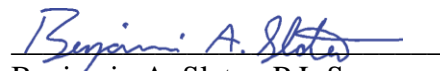
I have completed an inspection of the improvements in the above mentioned subdivision and found them to be completed satisfactorily and to meet minimum requirements of South Weber City standards in accordance with engineering and/or subdivision plans submitted and previously approved. We now recommend granting Final Acceptance of this subdivision.

Escrow needs to be released to the City in the amount of \$6,180.00 for chip and seal. All remaining escrow funds can be released at this time. Please see the attached Escrow Release.

If you have any questions, or if I can be of any help, please let me know.

Sincerely,

JONES AND ASSOCIATES  
Consulting Engineers  
South Weber City Engineers



Benjamin A. Slater, P.L.S.  
City Inspector

Date of Final Acceptance to be determined by the City Council

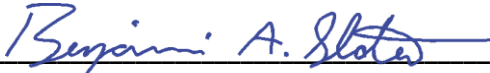
Accepted by



Brandon K. Jones, P.E.  
City Engineer



# ESCROW RELEASE SUMMARY

Owner: South Weber City Project: Royal Farm Estates Phase 4 Developer: Estimate #: 1	Address:  Date: July 13, 2018															
Gross Earnings Including Materials          Total Earnings  Less Previous Payment    Net Payment This Estimate	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">PREVIOUS</th> <th style="width: 33%;">THIS MONTH</th> <th style="width: 33%;">TO DATE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$21,465.00</td> <td style="text-align: center;"><b>\$21,465.00</b></td> </tr> <tr> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$21,465.00</td> <td style="text-align: center;">\$21,465.00</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: center;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2"></td> <td style="text-align: center;"><b>\$21,465.00</b></td> </tr> </tbody> </table>	PREVIOUS	THIS MONTH	TO DATE	\$0.00	\$21,465.00	<b>\$21,465.00</b>	\$0.00	\$21,465.00	\$21,465.00			<b>\$0.00</b>			<b>\$21,465.00</b>
	PREVIOUS	THIS MONTH	TO DATE													
	\$0.00	\$21,465.00	<b>\$21,465.00</b>													
	\$0.00	\$21,465.00	\$21,465.00													
		<b>\$0.00</b>														
		<b>\$21,465.00</b>														
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>TIME ELAPSED</b></td> <td style="text-align: right;"><b>PERCENT RELEASED</b></td> <td style="text-align: right;"><b>100%</b></td> </tr> </table>	<b>TIME ELAPSED</b>	<b>PERCENT RELEASED</b>	<b>100%</b>													
<b>TIME ELAPSED</b>	<b>PERCENT RELEASED</b>	<b>100%</b>														
Total Escrow Amount	\$21,465.00															
Construction Initiation Date																
Improvement Completion Deadline																
City Engineer Approval																
 City Inspector - Jones and Associates	7-13-18 Date															

*Jones & Associates Consulting Engineers*

**ESCROW RELEASE SUMMARY**

<b>Owner: South Weber City</b>	<b>Estimate #: 1</b>
<b>Project: Royal Farm Estates Phase 4</b>	<b>Date: July 13, 2018</b>
<b>Developer:</b>	

ITEM NO.	LINE ITEM DESCRIPTION	QUANTITY	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
<b>CULINARY WATER SYSTEM</b>							
1	Connect to Existing 8" Pipe	0 ea	\$900.00	ea	ea		
2	8" DI CL-51 Pipe & Fittings	0 lf	\$38.00	lf	lf		
3	1" Service Lateral & Setter & Meter Box	0 ea	\$1,000.00	ea	ea		
4	6" Fire Hydrant w/ Acc. Valve	0 ea	\$3,850.00	ea	ea		
5	Pressure Test & Chlorinate	0 ls	\$550.00	ls	ls		
6	Valve Collars	0 ea	\$375.00	ea	ea		
<b>SECONDARY WATER SYSTEM</b>							
7	Connect to Exist 6" Pipe	0 ea	\$900.00	ea	ea		
8	6" C900 PVC Pipe & Fittings	0 lf	\$14.88	lf	lf		
9	Single Service Lateral	0 ea	\$900.00	ea	ea		
10	Double Service Laterals	0 ea	\$1,000.00	ea	ea		
11	Pressure Test	0 ls	\$350.00	ls	ls		
<b>SANITARY SEWER SYSTEM</b>							
28	Raise Manhole to Correct Grade	0 ea	\$350.00	ea	ea		
29	Manhole Collars	0 ea	\$450.00	ea	ea		
<b>STORM DRAIN SYSTEM</b>							
38	15" R.C.P. Pipe	0 lf	\$21.00	lf	lf		
39	Inlet Box	0 ea	\$1,350.00	ea	ea		
40	Connect to Exist SD Pipe	0 ea	\$1,000.00	ea	ea		
41	Combo Box	0 ea	\$3,500.00	ea	ea		
42	Adjust Inlet Box to Correct Grade	0 ea	\$550.00	ea	ea		
43	Raise Manhole to Correct Grade	0 ea	\$350.00	ea	ea		
44	Camera and Clean	0 lf	\$2.00	lf	lf		
45	Manhole Collars	0 ea	\$450.00	ea	ea		
<b>STREET IMPROVEMENTS</b>							
46	Rough Grade, Grub & Cut Road to Grade	0 ls	\$5,800.00	ls	ls		
47	30" Curb and Gutter w/ Base	0 ft	\$14.50	ft	ft		
48	4x4 Sidewalk	0 ft	\$14.00	ft	ft		
49	8" Roadbase	0 sy	\$7.50	sy	sy		
50	3" Asphalt w/ Fine Grade	0 sy	\$11.86	sy	sy		
51	Sawcut Existing Asphalt	0 ft	\$2.00	ft	ft		
52	Chip & Seal - Budget Number	2,060 sy	\$3.00	2,060 sy	2,060 sy	\$6,180.00	\$6,180.00
<b>MISCELLANEOUS</b>							
59	Street Lights	0 ea	\$2,500.00	ea	ea		
60	Survey Street Monuments	0 ea	\$650.00	ea	ea		
64	<b>(SWPPP)</b>						
65	Construction Entrance (Tracking Pad)	0 ls	\$800.00	ls	ls		
66	Silt Fence	0 lf	\$2.50	lf	lf		
67	Inlet Box Protection (Gravel Waddles)	0 ea	\$100.00	ea	ea		
68	Concrete Washout	0 ls	\$400.00	ls	ls		
<b>GUARANTEE OF IMPROVEMENTS</b>							
71	15% CONTINGENCY	1 LS	\$927.00	1.00 LS	1.00 LS	\$927.00	\$927.00
72	10% GUARANTEE	1 LS	\$14,358.00	1 LS	1 LS	\$14,358.00	\$14,358.00
<b>TOTALS</b>						<b>\$21,465.00</b>	<b>\$21,465.00</b>
<i>AMOUNT OF REQUEST</i>						<b>\$21,465.00</b>	<b>\$21,465.00</b>

ITEM NO.	LINE ITEM DESCRIPTION	QUANTITY	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
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*Jones & Associates Consulting Engineers*

**SOUTH WEBER CITY**

**RESOLUTION 18-41**

**APPROVAL OF FINAL ACCEPTANCE – ROYAL FARM ESTATES PHASE 4**

**Whereas**, Jones and Associates, Consulting Engineers for South Weber City, has conducted a full inspection of Royal Farm Estates Phase 4 and has determined that the improvements in the subdivision have been completed satisfactorily to meet minimum requirements according to city standards and specifications; and

**Whereas**, Jones and Associates recommends Final Acceptance of Royal Farm Estates Phase 4;

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

**SECTION 1: ADOPTION** “18-41 Approval of Final Acceptance of Royal Farm Estates Phase 4” of the South Weber Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

18-41 Approval of Final Acceptance of Royal Farm Estates Phase 4 (*added*)

South Weber City approves Final Acceptance of Royal Farm Estates Phase 4 with the following conditions:

1. Escrow needs to be released to the City in the amount of \$6180.00 for chip and seal.
2. All remaining escrow funds can be released at this time.

**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



# *Community and Economic Development*

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

July 5, 2018

## **F.M. WINKEL FAMILY LLC/BOULDER RANCH REZONE**

**REQUEST:** rezone 11.86 acres from P-O (Professional Office) to C-R (Commercial Recreation)

**GENERAL INFORMATION:** The proposed use of the property located at approximately 900 East Cottonwood Rd., formerly known as the Frisbee property, is an RV Park. This is the latest and proposed use of the land in a long string of proposals going back many years. It is, in my opinion, the most viable use ever proposed. That is mainly due to the fact that the property is almost entirely within a flood plain making it very difficult and expensive to locate permanent buildings on the property. This proposal will require some small buildings to support the primary use, but this is feasible on a small scale.

The General Plan anticipates Commercial Highway with a possible Mixed Use overlay. Though the C-R Zone isn't the same as the C-H Zone, the C-R Zone is commercial and an RV Park is certainly a highway oriented use. An RV Park of this size would be a conditional use in the C-R Zone requiring Planning Commission and City Council approval.

**STAFF RECOMMENDATION:** I recommend approval of the rezone request.

**Commissioner Johnson moved to open the public hearing. Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, and Walton voted yes. The motion carried.**

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

**Public Hearing and Action on Rezone: Application for property located at approximately 900 Cottonwood Rd (130180021/071090017) of approximately 11.86 acres from Professional Office (P-O) to Commercial Recreation(C-R) by Boulder Ranch:**

The proposed use of the property located at approximately 900 East Cottonwood Rd., formerly known as the Frisbee property, is an RV Park. This is the latest and proposed use of the land in a long string of proposals going back many years. Due to the fact that the property is almost entirely within a flood plain, makes it very difficult and expensive to locate permanent buildings on the property. This proposal will require some small buildings to support the primary use, but this is feasible on a small scale.

The General Plan anticipates Commercial Highway with a possible Mixed Use overlay. Though the C-R Zone isn't the same as the C-H Zone, the C-R Zone is commercial and an RV Park is certainly a highway oriented use. An RV Park of this size would be a conditional use in the C-R Zone requiring Planning Commission and City Council approval.

Commissioner Osborne asked if there was any public comment.

**Terry Langford, 975 E. 660 S #126 Cottonwood Estates**, feels it is going to take away the sound barrier from the freeway. It will allow people to cross the river and go up into the trailer court. He feels the campground will make a mess of things.

**Joe Prantil, 800 E. Cottonwood Drive**, said he moved into this area because it is a beautiful, pristine, safe area. He feels there needs to be something compatible with the neighbor, but he is worried about a campground. He is also opposed to high density for this area. He said Cottonwood Road is not good. He said the water pressure is not good in this area. He said there is no secondary water in this location. He is also concerned about the sewer system in this area. He brought up the fact that there is only one egress out of the property.

**Marg Bambrough, 750 Cottonwood Drive**, is concerned about culinary water. She is concerned about the campers burning campfires that could damage their homes. She brought up the trail plans for that area.

**McKay Winkel, applicant**, discussed the fire protection and said it is important to them. He understands it is a beautiful site, and he has met with Weber Pathway concerning preserving the trail. He said the site is in a flood plain and an RV Park will work well here. He said according to the City Engineer water is available. He said they will enforce any trespassing rules. He said they will be looking to preserve as much of the vegetation as they can.

**Commissioner Johnson moved to close the public hearing. Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, and Walton voted yes. The motion carried.**

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

Barry understands it is difficult to see property change. He said the property owner does have property rights. He said there have been numerous proposals on this property but all have failed. One of the reason is because of the flood plain issue. He said this proposal, in his opinion, is the most feasible thing for this property and is a good use for the property. It does comply with the general plan. He said the living quarters can be moved at a fairly quick response time in case there is a flood or fire. He would recommend approval. He feels it is the least impactful proposal for this property.

Commissioner Johnson said his mother has lived in the trailer park. He said there have been paint ballers on this property as well as fires. He said this is not a campground but RV Park. He said the trail has been planned for years by Weber Pathway and it will be a nice walking trail from Cottonwood Drive. He feels this use is the best use for this property. He said the amount of traffic is not going to be much of an issue compared to the residents of Uintah using that road.

Commissioner Walton referend 10.5.10.1 concerning the definition of the Commercial Recreation Zone. He said the property is currently in the commercial zone. He feels this rezone matches the area the best.

Commissioner Osborne doesn't feel the kind of folks that come to an RV Park are bad folks, but good people. Commissioner Johnson said all the years his mother lived in this trailer park, no one came out of the river and invaded their private space.

Barry Burton said there is a planned retail commercial on the other side of the freeway and he feels the use on this property will help with the retail commercial for the other side.

**Commissioner Johnson moved to recommend approval to the City Council the Rezone Application for property located at approximately 900 Cottonwood Rd (130180021/071090017) of approximately 11.86 acres from Professional Office (P-O) to Commercial Recreation(C-R) by Boulder Ranch. Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, and Walton voted yes. The motion carried.**

**Commissioner Johnson moved to open the public hearing. Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, and Walton voted yes. The motion carried.**

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

**Public Hearing and Action on Conditional Use Permit CU 18-07: Application for daycare/preschool, Miss Kim's Education Station Preschool, at 7561 S 2050 E by Kimberlee Jensen:** Kimberlee stated she will have one session three days a week. She said most of the children live in her neighborhood. She has a background in education. She will have anywhere from eight to fifteen students. She has ten students who have shown interest. She said right now she is the only employer.

Commissioner Osborne asked if there was any public comments. There was none.



**SOUTH WEBER CITY**

**RESOLUTION 18-42**

**APPROVAL OF REZONE OF PARCEL 130180021/071090017 TO COMMERCIAL  
RECREATION**

**Whereas**, Boulder Ranch applied to rezone property 130180021/071090017 at approximately 900 Cottonwood Rd; and

**Whereas**, a public hearing was held before the body of Planning Commission on July 12, 2018; and

**Whereas**, the Planning Commission, after careful review, recommends approval of this request; and

**Whereas**, the City Council had weighed all factors and information available;

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

**SECTION 1: ADOPTION** “18-42 Approval of Rezone” of the South Weber Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

18-42 Approval of Rezone of Parcel 130180021/071090017 to Commercial Recreation (*added*)

**NOW THEREFORE**, by the South Weber City Council to approve rezoning of the parcel 130180021/071090017 from Professional Office to Commercial Recreation.

**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

---

Mark McRae, Recorder, South Weber City

**MEMORANDUM**

TO: South Weber City Mayor and Council

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

CC: David Larson – South Weber City Manager  
Mark Larsen – South Weber City Public Works Director

RE: **SUN RAYS SUBDIVISION**  
**Final Review**

Date: August 9, 2018

---

Our office has completed a review of the Final Plat and Improvement Plans for the Sun Rays Subdivision received, July 12<sup>th</sup> and August 3<sup>rd</sup> 2018. We recommend approval, subject to the following comments and items being addressed prior to the plat being recorded.

**GENERAL**

1. **Grading and Soils.** As a result of the Conditional Use Permit, much grading and production of materials has occurred. All of the soils must meet City Standard gradation specifications if they are to be used. If, during construction, there is any concern related to a geotechnical matter, the geotechnical engineer who provided the study for the project may need to render an opinion or recommendation. This would be at the developer's expense.

**PLAT**

2. Some of the addresses are incorrect from the ones given. These need to be corrected. Also, the coordinates of the streets need to be included on the plat in parenthesis as follows: Harold's Way (1875 East), Canyon Drive (7250 South).
3. The Power, Gas, Sewer, Storm Drain and Irrigation easements all need more bearings and/or distances labeled in order to be able to locate these easements in reference to the proposed lot lines or ROW's.
4. There needs to be a 10' PUE shown along the rear or side of lots 10, 11R, 14, and 15 (west property line).
5. There is an Ingress/Egress & Sign Easement described and shown on the plat. However, the owner of this easement is not shown/indicated. The owner needs to be listed in the Owner's Dedication.
  - a. The owner of Lot 16 will have no physical access to the ground covered by the Ingress/Egress & Sign Easement as a result of the fence along the easement line.

Therefore, a note needs to be added to the plat indicating that the owner of the said easement is responsible for the maintenance of the property.

**IMPROVEMENT PLANS**

- No comments.

**SOUTH WEBER CITY**

**RESOLUTION 18-43**

**APPROVAL OF FINAL PLAT AND IMPROVEMENT PLANS OF SUN RAYS  
SUBDIVISION**

**Whereas**, a public hearing was held on July 12, 2018 regarding application for subdivision of Sun Rays located at approx. 1900 E Canyon Drive of 6.64 acres by applicant Rob Edwards; and

**Whereas**, the Planning Commission met on July 12, 2018 and decided to recommend approval to the City Council with the compliance of conditions in the City Planners review dated 7-12-18 and City Engineers review dated 8-9-18; and

**Whereas**, the City Council has reviewed all supporting documents and after careful consideration

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

**SECTION 1: ADOPTION** “18-43 Approval of Final Plat of Sun Rays Subdivision” of the South Weber Municipal Resolutions is hereby *added* as follows:

**ADOPTION**

18-43 Approval of Final Plat of Sun Rays Subdivision (*added*)

Final Subdivision plat, Sun Rays is approved with condition of compliance with City Planners review dated 7-12-18 and City Engineers review dated 8-9-18 attached to this resolution.

**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

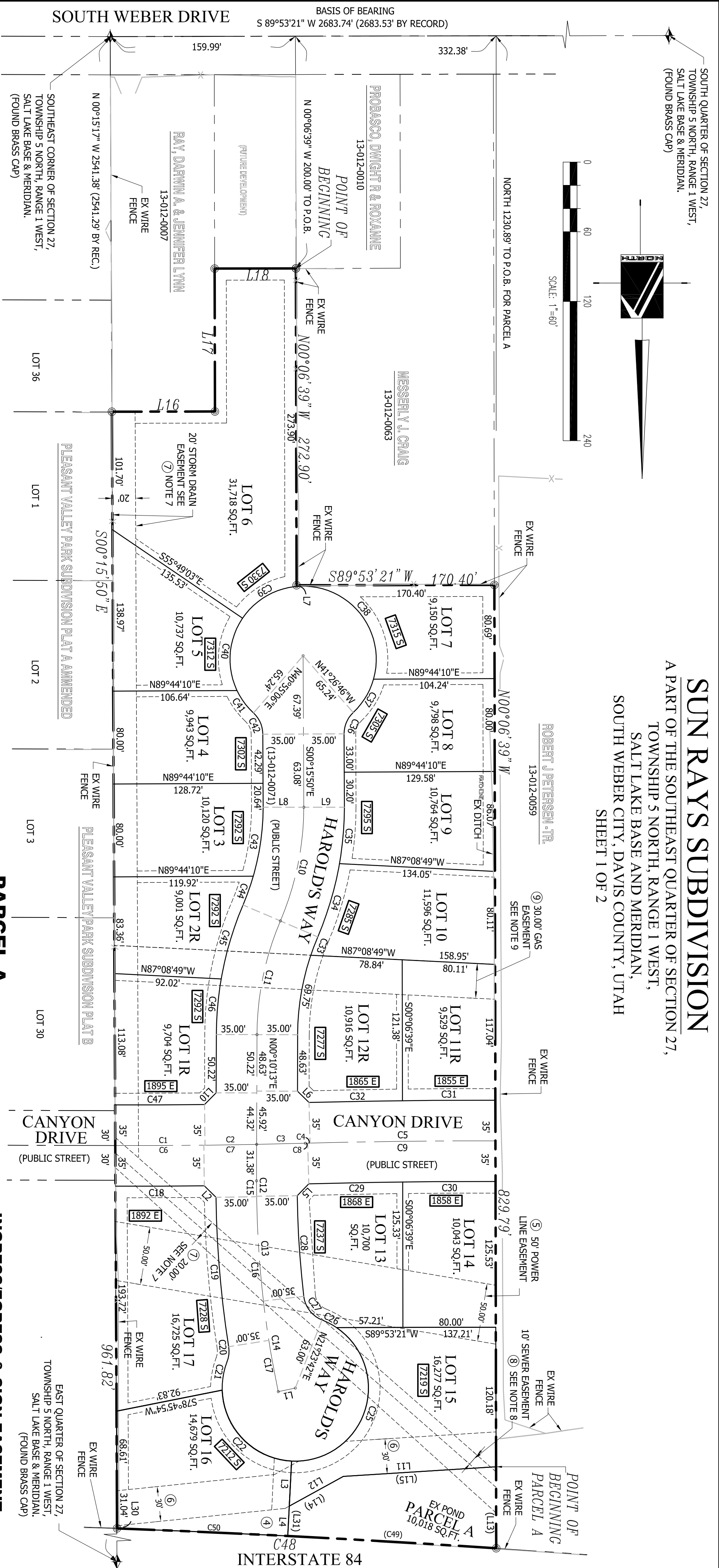
Attest

---

Mark McRae, Recorder, South Weber City

# SUN RAYS SUBDIVISION

A PART OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
SHEET 1 OF 2



### NOTES

- 1- PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE 10 FEET WIDE AROUND SUBDIVISION BOUNDARY AND ALONG ROAD FRONTAGES AND 5 FEET WIDE ON SIDE LOT LINES FOR A TOTAL OF 10 FEET WHERE SHOWN ON THIS PLAN.
- 2- BUILDABLE AREA ENVELOPES ARE AS FOLLOWS:  
20 FOOT FRONT YARD SETBACK  
25 FOOT REAR YARD SETBACK  
10 FOOT SIDE YARD SETBACK  
20 FOOT SIDE YARD SETBACK ON CORNER LOTS
- 3- ALL LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE ELECTRICAL REPORT PREPARED BY CHRISTENSEN GEOTECHNICAL, DATED JUNE 27, 2017. THIS INCLUDES EXCAVATION OBSERVATIONS ON EACH LOT BY THE GEOTECHNICAL ENGINEER AFTER THE EXCAVATION IS COMPLETE BUT BEFORE THE FOUNDATIONS ARE POURED OR STRUCTURAL FILL IS PLACED
- 4- INGRESS/EGRESS & SIGN EASEMENT
- 5- EX-OVERHEAD POWER LINE EASEMENT

### NOTES

- 6- THE PREVIOUS SOUTH WEBER IRRIGATION COMPANY EASEMENT IS TO BE REPLACED WITH THE EASEMENT SHOWN HEREON.
- 7- THE EXISTING 20' DRAINAGE & DRAINAGE BASIN EASEMENT RECORDED AT PAGE 255 TO BE REPLACED WITH A 20' AT PAGE 255 TO BE REPLACED WITH A 20' DRAINAGE EASEMENT AS SHOWN HEREON, WHILE THE DRAINAGE BASIN EASEMENT AS DESCRIBED IN SAID ENTRY, BOOK, AND PAGE IS TO WAIVER.
- 8- THE LOCATION OF THE EXISTING 10 FOOT WIDE SANITARY SEWER EASEMENT RECORDED AT ENTRY 1222981, BOOK 2940, AT PAGE 8113 IS HEREBY CLARIFIED TO BE CENTERED ON THE EXISTING PIPE LINE AS SHOWN HEREON.
- 9- THE LOCATION OF THE EXISTING 30 FOOT WIDE DOMINION ENERGY PIPE LINE RECORDED AT ENTRY 1222981, BOOK 2940, AT PAGE 8113 IS HEREBY CLARIFIED TO BE CENTERED ON THE EXISTING PIPE LINE AS SHOWN HEREON.

### PARCEL A

BEGINNING AT A POINT LOCATED SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 322.38 FEET AND NORTH 1230.89 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°06'39" WEST 200.00 FEET TO THE SOUTHERLY LINE OF THE INTERSTATE RIGHT-OF-WAY FOR 184 FEET; THENCE SOUTH 89°53'21" WEST ALONG THE ARC OF A 11599.16 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 69°52'29" (CHORD BEARS SOUTH 88°37'51" EAST 179.888 FEET); THENCE SOUTH 89°53'21" WEST 222.22 FEET; THENCE SOUTH 89°53'21" WEST 151.109 FEET; AND THENCE SOUTH 07°06'39" WEST 30.06 FEET TO THE POINT OF BEGINNING. CONTAINING: 10,040 SQ. FT. (0.23 ACRES)

### INGRESS/EGRESS & SIGN EASEMENT

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, SUN RAYS SUBDIVISION, A PLAT TO BE RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, AND RUNNING THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 14, 20 FEET; ALONG THE ARC OF A 11599.16 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 69°52'29" (CHORD BEARS SOUTH 88°29'25" EAST 170.16 FEET); TO THE SOUTHERLY LINE OF THE UTAH DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY FOR 184 FEET; THENCE SOUTH 89°53'21" WEST 131.90 FEET; THENCE SOUTH 02°55'25" WEST 44.62 FEET TO THE NORTH LINE OF HAROLD'S WAY; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID STREET 15.14 FEET ALONG THE ARC OF A 63.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°46'27" (CHORD BEARS NORTH 80°11'22" WEST 15.109 FEET) TO THE WEST LINE OF SAID LOT; AND THENCE NORTH 02°55'25" EAST 64.60 FEET TO THE POINT OF BEGINNING. CONTAINING: 2,552 SQ. FT.

### BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 159.99 FEET AND NORTH 200.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°06'39" WEST 200.00 FEET TO THE SOUTHERLY LINE OF THE INTERSTATE RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE 327.06 FEET ALONG THE ARC OF A 11599.16 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 61°37'16" (CHORD BEARS SOUTH 88°59'44" EAST 327.05 FEET) TO THE WESTERLY LINE OF HAROLD'S WAY; THENCE SOUTH 89°53'21" WEST 151.109 FEET TO THE WESTERLY LINE AND THE WESTERLY LINE OF PLEASANT VALLEY PARK PLAT A, AMENDED TO THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN ENTRY 2085132, BOOK 6394, AT PAGE 803 RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE NOVEMBER 15, 2015, THENCE SOUTH 89°53'21" WEST ALONG THE NORTH LINE OF SAID PARCEL 88.74 FEET; THENCE SOUTH 89°53'21" WEST 70.00 FEET TO THE POINT OF BEGINNING. CONTAINING: 30,106 SQ. FT. (6.91 ACRES)

### OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HERON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS, AS SHOWN ON THIS PLAN AND MAP SAID TRACT OF LAND

**SUN RAYS SUBDIVISION**

AND HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAID STREETS BEING HAROLD'S WAY, CANYON DRIVE, AND INTERSTATE 84, AND HEREBY CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES, AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE DETERMINED BY THE CITY ENGINEER AND DO HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH THE SAID EASEMENTS AND DEDICATED GRANT AND CONVEY TO SOUTH WEBER CITY PARCEL, N, AS SHOWN HEREON DESCRIBED HEREON.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS SUBDIVISION HAS MET THE ALL THE REQUIREMENTS OF SOUTH WEBER CITY ORDINANCES.

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

### ACKNOWLEDGMENT

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, personally appeared before me, the undersigned Notary Public, in and for said County of Davis, State of Utah, the signer ( ) of the above Owners' dedication, in number \_\_\_\_\_, who duly acknowledged to me that signed freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC  
RESIDING IN DAVIS COUNTY

**SUN RAYS SUBDIVISION**  
A PART OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
SHEET 1 OF 2

**DAVIS COUNTY RECORDER**  
ENTRY NO. \_\_\_\_\_ FILED FOR RECORD AND  
RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AT \_\_\_\_\_ IN  
BOOK \_\_\_\_\_ OF OFFICIAL RECORDS PAGE \_\_\_\_\_

BY: \_\_\_\_\_ DAVIS COUNTY RECORDER  
DEPUTY RECORDER

ANY COMMISSION EXPIRES: \_\_\_\_\_

### QUESTAR GAS NOTE

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS FOR THE PROPOSED DEVELOPMENT. QUESTAR DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED IN THIS NOTE. QUESTAR'S OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS. QUESTAR'S OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

### QUESTAR GAS NOTE

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS FOR THE PROPOSED DEVELOPMENT. QUESTAR DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED IN THIS NOTE. QUESTAR'S OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS. QUESTAR'S OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

### LEGEND

- PROPERTY LINE
- LOT LINE
- GENERAL SECTION LINE
- EASEMENT LINE
- BUILDING STRAPBACK LINE (NOT SHOWN)
- ADJOINING LOT LINE
- PROPOSED STREET MONUMENT
- SECTION CORNERS
- REPROPOSED STREETLIGHT
- PUBLIC UTILITY & DRAINAGE EASEMENT
- PAVEMENT
- SET SET REBAR WITH A CHANGE (NOT SHOWN)
- STRIPPED PAVEMENT STRIP & CURB STRIP

### CITY ATTORNEY'S APPROVAL

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

### PLANNING COMMISSION APPROVAL

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

### CITY ENGINEER'S APPROVAL

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

### CITY COUNCIL APPROVAL

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

### DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FILED FOR RECORD AND  
RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AT \_\_\_\_\_ IN  
BOOK \_\_\_\_\_ OF OFFICIAL RECORDS PAGE \_\_\_\_\_

### NOTARY PUBLIC

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, personally appeared before me, the undersigned Notary Public, in and for said County of Davis, State of Utah, the signer ( ) of the above Owners' dedication, in number \_\_\_\_\_, who duly acknowledged to me that signed freely and voluntarily and for the uses and purposes therein mentioned.

### ACKNOWLEDGMENT

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, personally appeared before me, the undersigned Notary Public, in and for said County of Davis, State of Utah, the signer ( ) of the above Owners' dedication, in number \_\_\_\_\_, who duly acknowledged to me that signed freely and voluntarily and for the uses and purposes therein mentioned.

### DAVIS COUNTY RECORDER

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BOOK \_\_\_\_\_ OF OFFICIAL RECORDS PAGE \_\_\_\_\_

BY: \_\_\_\_\_ DAVIS COUNTY RECORDER  
DEPUTY RECORDER

ANY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC  
RESIDING IN DAVIS COUNTY

**SUN RAYS SUBDIVISION**  
A PART OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
SHEET 1 OF 2

ENTRY NO. \_\_\_\_\_ FILED FOR RECORD AND  
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BY: \_\_\_\_\_ DAVIS COUNTY RECORDER  
DEPUTY RECORDER

ANY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC  
RESIDING IN DAVIS COUNTY

**SUN RAYS SUBDIVISION**  
A PART OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
SHEET 1 OF 2

ENTRY NO. \_\_\_\_\_ FILED FOR RECORD AND  
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BOOK \_\_\_\_\_ OF OFFICIAL RECORDS PAGE \_\_\_\_\_

BY: \_\_\_\_\_ DAVIS COUNTY RECORDER  
DEPUTY RECORDER

ANY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC  
RESIDING IN DAVIS COUNTY

17-888

Engineering & Land Surveying Inc.  
LAVTON • ST. GEORGE • MT. PLEASANT • W. BOUNDARY  
327 West Gordon Ave., Suite #3  
LAVTON, UT 84041  
Phone: (801) 774-9100  
Fax: (801) 706-6738

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LAVTON • ST. GEORGE • MT. PLEASANT • W. BOUNDARY  
327 West Gordon Ave., Suite #3  
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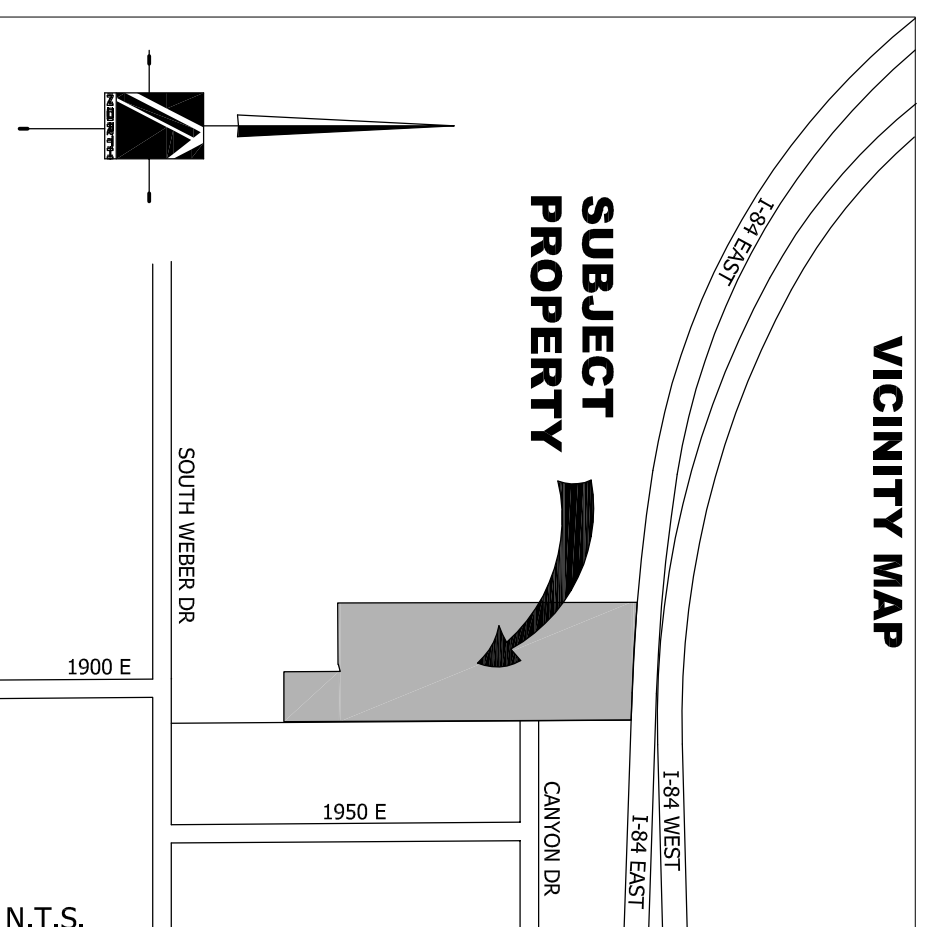
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# SUN RAYS SUBDIVISION

A PART OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
SHEET 2 OF 2



CURVE LENGTH	RADIUS	DELTA	CHORD	CH. BEARING
C1	77.28	5361.70	0°49'33"	77.28 S 89°44'52°6" W
C2	44.50	5361.70	0°28'32"	44.50 S 89°06'24" W
C3	41.96	5361.70	0°26'54"	41.96 S 88°38'41" W
C4	4.10	5361.70	0°02'38"	4.10 N 88°26'33" E
C5	159.64	5361.70	1°42'21"	159.64 N 89°19'02" E
C6	76.29	5361.70	0°48'55"	76.29 S 89°45'46" W
C7	45.49	5361.70	0°29'10"	45.49 S 89°06'43" W
C8	2.00	5361.70	0°01'17"	2.00 N 89°25'52" E
C9	161.74	5361.70	1°43'42"	161.73 N 89°18'22" E
C10	100.65	251.53	22°55'39"	99.98 S 113°80'07" W
C11	100.65	251.53	22°55'39"	99.98 N 113°80'07" E
C12	13.27	865.00	0°52'45"	13.27 N 00°18'09" W
C13	79.11	865.00	5°14'24"	79.08 N 09°19'26" W
C14	79.11	865.00	5°14'24"	79.08 N 09°19'26" W
C15	13.75	865.00	0°54'38"	13.75 N 00°17'06" W
C16	124.23	865.00	8°13'44"	124.13 N 04°51'17" W
C17	44.91	865.00	2°58'29"	44.91 N 10°27'24" W
C18	76.52	5396.70	0°48'45"	76.52 S 89°45'41" W
C19	129.26	900.00	8°13'44"	129.15 N 04°51'17" W
C20	13.13	25.00	30°05'04"	12.98 S 06°04'23" W
C21	25.00	63.00	22°44'26"	24.84 N 09°44'41" E
C22	93.96	63.00	88°27'03"	85.49 N 44°21'04" W
C25	163.47	63.00	148°39'58"	121.32 S 148°35'56" W
C26	14.14	63.00	125°144"	14.11 S 62°10'26" E
C27	27.01	25.00	61°54'03"	25.71 N 37°39'16" W
C28	86.83	830.00	5°59'43"	86.81 N 03°42'32" W
C29	80.83	5326.70	0°52'11"	80.83 N 88°52'36" E
C30	80.00	5326.70	0°51'38"	80.00 N 89°44'31" E
C31	80.00	5396.70	0°50'58"	80.00 N 89°44'38" E
C32	80.51	5396.70	0°51'17"	80.51 N 88°53'30" E
C33	16.90	216.53	4°28'15"	16.89 N 20°51'44" E
C34	65.94	286.53	13°11'09"	65.79 S 16°30'17" W
C35	48.85	286.53	9°46'08"	48.79 S 05°01'38" W
C36	20.51	25.00	47°00'51"	19.94 N 23°14'35" E
C37	34.09	63.00	31°00'05"	33.67 S 31°14'58" W
C38	121.96	63.00	110°55'08"	103.79 S 39°42'38" E
C39	55.69	63.00	50°38'51"	53.89 N 59°30'23" E
C40	65.41	63.00	59°29'23"	62.51 N 04°26'16" E
C41	24.16	63.00	21°58'15"	24.01 N 36°17'33" W
C42	20.51	25.00	47°00'51"	19.94 S 23°46'15" E
C43	60.20	210.53	15°59'46"	60.01 S 08°10'08" W
C44	26.32	216.53	6°51'51"	26.30 S 19°36'36" W
C45	66.58	286.53	13°18'53"	66.44 N 16°26'25" E
C46	48.07	286.53	9°26'46"	48.01 N 04°58'36" W
C47	77.04	5326.70	0°49'43"	77.04 S 89°45'32" W
C48	372.06	11559.16	1°37'16"	372.05 S 86°59'44" E
C49	179.86	11559.16	0°53'29"	179.86 S 86°53'51" E
C50	147.20	11559.16	0°43'47"	147.20 S 87°26'29" E

LINE	BEARING	LENGTH
L1	S 78°03'22" W	15.00
L2	N 48°33'36" W	14.11
L3	N 02°53'25" E	38.83
L4	N 02°53'25" E	23.76
L5	S 44°00'44" W	14.30
L6	S 46°42'33" E	13.92
L7	S 00°06'39" E	1.00
L8	N 89°57'41" E	35.00
L9	S 89°56'46" W	14.25
L10	N 44°43'50" E	131.83
L11	N 86°24'43" E	53.11
L12	N 61°09'50" E	70.16
L13	N 00°06'39" W	53.11
L14	S 61°09'50" W	131.83
L15	S 86°24'43" W	88.74
L16	S 89°53'21" W	123.10
L17	S 00°06'39" E	70.00
L18	S 89°53'21" W	159.60
L20	S 64°07'02" W	445.32
L21	N 89°53'21" E	70.00
L22	S 00°06'39" E	167.00
L23	S 89°53'21" W	167.00
L24	N 00°06'39" W	159.60
L25	S 89°53'21" W	33.00
L26	N 00°06'39" W	159.60
L27	N 89°53'21" E	159.60
L28	S 00°06'39" E	33.00
L29	N 89°07'02" E	145.52
L30	S 00°15'50" E	2.24
L31	S 02°55'25" W	25.76

## SURVEYOR'S CERTIFICATE

I, STEPHEN J. FRAGRELL, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 191517 AS ISSUED BY THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREFTER TO BE KNOWN AS **SUN RAYS SUBDIVISION** AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I HAVE BEEN FULLY ADVISED OF THE REQUIREMENTS OF THE UTAH SURVEYING ACT AND THE RULES AND REGULATIONS OF THE PROFESSIONAL SURVEYORS BOARD.

DATE: \_\_\_\_\_ STEPHEN J. FRAGRELL  
LICENSE NO. 191517

## STORM DRAIN EASEMENT DESCRIPTION

A 20 FOOT WIDE STORM DRAIN EASEMENT, BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, SUN RAYS SUBDIVISION, A PLAT TO BE RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, SAID POINT BEING LOCATED SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 1.49 FEET AND NORTH 33.10 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 89°53'21" WEST 20.00 FEET, THENCE SOUTH 89°53'21" WEST 155.00 FEET, THENCE SOUTH 89°53'21" WEST 155.00 FEET, THENCE SOUTH 00°15'50" WEST 35.36 FEET, THENCE SOUTH 47°48'03" EAST 44.72 FEET, AND THENCE SOUTH 00°15'50" EAST 65.14 FEET TO THE POINT OF BEGINNING.

## GAS LINE EASEMENT DESCRIPTION

A 30 FOOT WIDE GAS LINE EASEMENT, BEGINNING AT THE SOUTHWEST CORNER OF LOT 118, SUN RAYS SUBDIVISION, A PLAT TO BE RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, SAID POINT BEING LOCATED SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 331.55 FEET AND NORTH 799.78 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°06'39" WEST 30.04 FEET, THENCE SOUTH 89°53'21" WEST 155.00 FEET, THENCE SOUTH 47°48'03" EAST 44.72 FEET, AND THENCE NORTH 87°08'49" WEST 328.95 FEET TO THE POINT OF BEGINNING.

## POWER LINE ESEMENT DESCRIPTION

A 50 FOOT WIDE EASEMENT FOR OVERHEAD POWER LINES, BEGINNING AT A POINT LOCATED SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 332.08 FEET AND NORTH 1076.14 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 00°15'50" EAST 50.74 FEET, AND THENCE NORTH 80°29'27" WEST 331.95 FEET TO THE POINT OF BEGINNING.

## SEWER LINE ESEMENT DESCRIPTION

A 10 FOOT WIDE SANITARY SEWER EASEMENT, BEGINNING AT A POINT LOCATED SOUTH 89°53'21" WEST 332.39 FEET ALONG QUARTER SECTION LINE AND NORTH 1283.89 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°06'39" WEST 13.33 FEET, THENCE SOUTH 48°42'48" EAST 436.49 FEET, THENCE SOUTH 00°15'50" EAST 13.36 FEET, AND THENCE NORTH 48°42'48" WEST 436.54 FEET TO THE POINT OF BEGINNING.

## SUN RAYS SUBDIVISION

A PART OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
SHEET 2 OF 2

### DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND  
RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_ AT \_\_\_\_\_ IN \_\_\_\_\_  
BOOK \_\_\_\_\_ OF OFFICIAL RECORDS PAGE \_\_\_\_\_

BY: \_\_\_\_\_ DEPUTY RECORDER  
DAVIS COUNTY RECORDER



West Bountiful : Mount Pleasant : Salt Lake City : St. George

July 12, 2018

Brandon Jones  
South Weber City Engineer

RE: Responses to Plan Review dated July 5, 2018

Brandon,

Thank you for your review of the proposed development. Please see below.

Plat

2. We'll add the addresses when you have them.
3. We have modified the plat to include Parcel A. Rob Edwards clarified Lot 16 as well. I had mis-understood his intentions for Lot 16.
4. Parcel B has been labeled as a remainder and the description has been pulled off the plat.
5. The South Weber Drive Street Dedication legal description has been removed from the plat.
6. Note 10 has replaced note 6, but the description of the South Weber Irrigation easement has been left on the plat as a means of retracement.
7. Descriptions for the Power, Gas, Sewer, Storm Drain, and Irrigation easements have been placed on the plat as the means of retracement.
8. The rear yard PUE has been terminated at the storm drain easement on Lots 3, 4, 5, and 6.
9. The signature block for South Weber Water Improvement District has been replaced with a signature block for South Weber Irrigation Company.
10. "not shown" has been added to the legend with regards to the setback lines
11. The blanks have been enlarged a little.

Improvement Plans

12. The intersection has been elevated to reduce the cross-slope.
13. We have noted ductile iron water line pipe poly wrapped in the general notes on sheet 3.
14. We have corrected the water meter size to be 1 inch.
15. We have revised the notes to require 5 feet of cover on the water line.
16. We have noted a 6' chain link fence and a masonry fence as indicated.
17. We moved the street light to Lots 8 and 9.

Please let us know if you have further questions.

Sincerely,

Stephen P. Bott  
Pinnacle Engineering & Land Surveying.

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

**Public Hearing and Action on Final Subdivision: Application for Sun Rays (17 lot) at approximately 1900 E Canyon Drive of 6.64 acres by applicant Rob Edwards.**

Commissioner Osborne asked if there was any public comment.

**Stan Cook, 6966 S. 725 E.**, asked about the address on the agenda because it states 1900 West. It was stated that is a typo and should be 1900 East.

**Barry Burton's memo of 5 July 2018 is as follows:**

**PLAT:** There are a couple of problems with the plat that should be corrected. There is a reference to a Parcel B which is not actually within the subdivision, so the reference should be eliminated. There is also a reference to a Parcel A which is part of an existing storm water detention basin. This parcel has also been left out of the subdivision, but should be included. The Owner's Dedication should then be altered to dedicate this Parcel A to the City.

There is a reference on the plat to South Weber Drive Street Dedication, but none of this subdivision extends into South Weber Drive, so the reference should be removed. This issue will be addressed as part of the La Pintana one lot subdivision that is the parcel referenced as Parcel B.

**IMPROVEMENT DRAWINGS:** Preliminary approval for this subdivision was subject to my and Brandon's review letters. My letter indicated that a minimum of 6' chain link fencing needs to be installed on the east and west sides as well as along the Messerly property. Also there was a fence recommended along the top of the bank of the detention basin and a 6' masonry fence should be installed along the freeway frontage of Lot 16. There is only one reference to new fencing on the drawings and that is a new fence of unspecified type or height at the top of the bank of the detention basin and along the freeway.

**STAFF RECOMMENDATION:** I recommend the Planning Commission recommend to the City Council approval of the final plat subject to; the plat being amended as described and subject to adding the appropriate fencing requirements to the Construction Drawings before it goes on the City Council agenda.

**Brandon Jones, City Engineer's memo of 5 July 2018 is as follows:**

Our office has completed a review of the Final Plat and Improvement Plans for the Sun Rays Subdivision received, July 3, 2018. We recommend approval, subject to the following comments and items being addressed prior to final approval from the City Council.

**GENERAL**

1. Grading and Soils. As a result of the Conditional Use Permit, much grading and production of materials has occurred. All of the soils must meet City Standard gradation specifications if they are to be used. If, during construction, there is any concern related to a geotechnical matter, the geotechnical engineer who provided the study for the project

may need to render an opinion or recommendation. This would be at the developer's expense

**PLAT**

2. Addresses for the lots will be provided by our office.
3. Parcel A needs to be included in the subdivision boundary and dedicated to the City in the Owner's Dedication. It does not need a separate legal description, but all of the bearings and distances need to be labeled.
4. Parcel B should be labeled as a "remainder parcel" and the legal description removed from the plat, since it does not lie within the subdivision boundary.
5. The South Weber Drive Street Dedication legal description should be removed from the plat, since it does not lie within the subdivision boundary.
6. The South Weber Irrigation Easement legal description is not needed. Since it lies within the subdivision boundary, it just needs bearings and distances labeled and Note 10 should replace Note 6.
7. The Power, Gas, Sewer, Storm Drain and Irrigation easements all need more bearings and/or distances labeled in order to be able to locate them in reference lot lines or ROW's.
8. Lots 3, 4, 5, and 6 should terminate the rear yard PUE at the storm drain easement line.
9. The signature block for the South Weber Water Improvement District should be replaced with a signature block for the South Weber Irrigation Company for acceptance of the new easement shown.
10. For clarification, the Legend and Note 2 should indicate that the setbacks are "not shown."
11. The "blanks" in the Acknowledgement need to be large enough in order for the notary to be able to write in them.

**IMPROVEMENT PLANS**

12. The four-way intersection needs to have the grade adjusted so that it is not sloping through the intersection. We are aware of the design constraints, but feel that more adjustments can be made.
13. The culinary waterline DIP is to be poly-wrapped.
14. The water meter size must be 1" (not 3/4") – see Note 13 on Sheets 4, 5, 8, 9, and 10.
15. The culinary water needs to have a minimum of 5' cover (not 4').
16. We would recommend a minimum 6' chain link fence be installed on the east, south and west sides of the subdivision; and a 6' masonry fence be installed along the north side. The plans should indicate this.
17. We would recommend moving the street light that is shown between lots 2 and 3, to between lots 8 and 9.

**Commissioner Johnson moved to close the public hearing. Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, and Walton voted yes. The motion carried.**

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

Kody Holker, applicant, said the name of the subdivision is Sun Rays not Sun Ray.

**Commissioner Walton moved to recommend approval to City Council for Final Subdivision: Application for Sun Ray (17 lot) at approximately 1900 W Canyon Drive of 6.64 acres by applicant Rob Edwards subject to the following:**

1. Items listed in Barry Burton, City Planner's, memo of 5 July 2018.
2. Items listed in Brandon Jones, City Engineer's, memo of 5 July 2018.

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

Commissioner Johnson moved to open the public hearing. Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, and Walton voted yes. The motion carried.

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

**Public Hearing and action on Amending Title 10 Code Ordinance allowing two-family dwellings at major intersections. Changes will affect sections 10.01.100 Definitions, 10.5A.3 Conditional Uses, 10.5B.3 Conditional Uses, 10.5D.3 Conditional Uses, and 10.07 Conditional Uses presented by Barry Burton:**

Barry Burton, City Planner, stated the city received a proposal to look at areas in the city that will allow for two-family dwellings at major intersections. He said there are four locations in the city where this could possibly work. He said it is proposed that the following amendments be made to Title 10 of the South Weber Code:

**10.01.100 Definitions**

*Add the following definition:*

MAJOR INTERSECTION: An intersection of a minor arterial street and a major collector street or the intersection of two major collector streets. The classification of streets shall be as specified in the currently adopted South Weber City General Plan.

**10.5A.3 Conditional Uses**

*Add the following land use to the list of Conditional Uses:*

14. Two-Family Dwelling on a corner lot of a Major Intersection.

**10.5B.3 Conditional Uses**

*Add the following land use to the list of Conditional Uses:*

14. Two-Family Dwelling on a corner lot of a Major Intersection.

**10.5D.3 Conditional Uses**

*Add the following land use to the list of Conditional Uses:*

16. Two-Family Dwelling on a corner lot of a Major Intersection.

**10.07 Conditional Uses**

*Add the following to Chapter 7 Conditional Uses:*

*Add to the index:*

Article L Two-Family Dwellings at a Major Intersection


*Add Article L*

**Article L Two-Family Dwellings at a Major Intersection**

10.7L.1 Purpose

**MEMORANDUM**

TO: South Weber City Mayor and Council

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

CC: David J. Larson – South Weber City Manager  
Mark Larsen – South Weber City Public Works Director

**RE: UDOT MAINTENANCE AGREEMENT  
Road Surface on I-84 Bridge**

Date: August 3, 2018

---

**BACKGROUND**

The City has been receiving complaints about the condition of the road surface on the bridge over I-84 at 475 East / Adams Ave. for several years. In the spring of 2017 the City approached UDOT to try and help facilitate getting the deteriorating road surface addressed. It was at this point in time that the City became aware, for the first time, that they were responsible for the maintenance of the road surface down to the membrane; UDOT being responsible only for the bridge structure itself. This is because the road is a local road, not a State road. The statute for this can be found in the *Utah Administrative Code R918-6-6(2)*.

Once this responsibility was known, the City requested a cost proposal from a contractor to fill the potholes, and mill and overlay the worst areas. Prior to performing the work, the contractor requested the required permit from UDOT. After inspection, UDOT responded to the City indicating that the entire surface of the road, down to the membrane, would have to be removed and replaced. The City did not have the funds, nor plans to do this work. So, the work was suspended until something could be worked out. Early in the spring of this year, the City was able to confirm with the UDOT Structures division that the bridge structure was on their list of structures needing repair. They indicated that they would allow a mill and overlay, rather than full replacement due to the short timeline before they would be doing repair work. As a result of this direction, the City bid out (as part of their 2018 Street Maintenance Projects) the mill and overlay for the road over the I-84 bridge, which resulted in a low bid of \$38,700.50 to do the work.

**REQUEST**

After hearing that the City was planning on milling and overlaying the road over the bridge, UDOT contacted the City and proposed that the City give the money that they would have spent on the mill and overlay to them and they would accept the responsibility to complete the repair and resurface the road. This would not remove the City's obligation for continued

maintenance responsibilities of the road surface, but it would complete a brand new road for the city to maintain thereafter.

**RECOMMENDATION**

We would recommend that the City participate in the proposed agreement. This would mean that the City would agree to give the \$38,700.50, they were planning to spend, to UDOT in exchange for UDOT completing the resurfacing of the road surface as a part of their bridge repair project. Participating in this agreement at the terms stated, will save the City significant dollars spent on maintenance in the future. It is our understanding that UDOT is planning to do this project in the next 2-3 years, but that should be confirmed in the language of the proposed agreement.

## SOUTH WEBER CITY

### 1. APPROVAL OF COOPERATIVE AGREEMENT BETWEEN UDOT AND SOUTH WEBER – I-84 PROJECT

**Whereas**, in the interest of public safety, it is the desire of the parties hereto to maintain the road and overpass on I-84; SR-26 to US-89;

**Whereas**, the road surface's current condition needs repair;

**Whereas**, South Weber City has allocated funds in its 2018-2019 budget for the mill and overlay of the road;

**Whereas**, the Utah Department of Transportation also plans to make repairs to the overpass;

**Whereas**, it is in the best interest of both parties to consolidation their projects into one project;

**Whereas**, the agreement specifies the obligations of both UDOT and the City;

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

2. **SECTION 1: ADOPTION** "18-44 Approval of Cooperative Agreement between UDOT and South Weber – I-84 Project" of the South Weber Municipal Resolutions is hereby *added* as follows:

#### ADOPTION

Resolution 18-44 Approval of Cooperative Agreement between UDOT and South Weber – I-84 Project (*added*)

**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the Council of South Weber City approves the Cooperative Agreement UDOT Performing Work for Local Agency – Project: I-84;SR-26 to US-89 as attached.

**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

---

Mark McRae, Recorder, South Weber City





**State of Utah  
Department of Transportation**

<b>Cooperative Agreement UDOT Performing Work for Local Agency</b>	Project Description: I-84; SR-26 to US-89  Local Agency: South Weber City	Estimated value of scope of work  [\$38,700.50}
PIN:14199  Job/Project: F-I84-6(137)82-		Date Executed  [

**THIS AGREEMENT**, made and entered into executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and South Weber City], a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency.**”

**Local Agency** has requested that the Work be included in **UDOT’s** Project. Subject to the attached provisions, **UDOT** will include the following items into the above referenced Project. Upon signing this Agreement, **Local Agency** agrees that the costs shown are estimates and that the **Local Agency** will be responsible for paying the actual costs associated with these items included in the Project. If a lump sum payment is specified, **Local Agency** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

[Local Agency had a project bid out that will now be included in the UDOT PIN 14199 Project. Work to include 1” mill and 1 1/2” HMA overlay. See Exhibit A (items 1 through7) and Exhibit B.

<b>LUMP SUM PAYMENT:</b> TOTAL AMOUNT TO BE PAID BY LOCAL AGENCY (Fill in only if actual cost approach is not used.)	\$38,700.50
---	-------------

Project Completion Date: June/July 2019

The total estimated cost or lump sum is due within 30 days of receiving the invoice from **UDOT**. The **Local Agency** shall submit payment of said amounts with **UDOT’s** Comptroller’s Office located at UDOT/COMPTRROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

Total Estimated Reimbursement to UDOT is \$38,700.50

## Provisions

UDOT will include the Local Agency's requested Work provided that the Local Agency pays the actual costs UDOT incurs or a lump sum. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding the Work and the Work will not be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Work installed by UDOT's Contractor. The Local Agency engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. UDOT will require its Contractor will perform the described Work in accordance with the plans and specifications approved by the parties. The Local Agency, through its inspection of said Work, will provide UDOT's Resident Engineer with information covering any problems or concerns with acceptance of the Work upon completion of construction.

Access for maintenance and servicing of the Local Agency property located within state right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain a permit and abide by the conditions of the permit in accordance with Utah Administrative Code R930-7 and R930-6.

### I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be

construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

To the extent it may be lawfully do so, the Local Agency releases UDOT from any responsibility or liability that may result from the Local Agency's operation or maintenance activities.

UDOT's periodic plan and specification review or construction inspection arising out of the performance of the Project does not relieve the Local Agency of its duty concerning the performance of the Work or to ensure compliance with acceptable standards.

### II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing;
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination. If the party does not remedy the breach within the reasonable time period, the other party may terminate the Agreement. If Local Agency terminates the Agreement, the Local Agency shall be responsible for all the costs UDOT incurs for the Work prior to the termination; or
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

### III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah State Code Section 72-3-109 and applicable rules.

### IV. Payment and Reimbursement to UDOT:

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the work scope being

modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

**V. Change in Scope and Schedule:**

If the Local Agency’s project scope or schedule changes from the original Agreement, the Local Agency shall notify the UDOT Project Manager before any changes are made. Any costs incurred by UDOT, as a result of the scope or schedule changes, will be the responsibility of the Local Agency.

Any modification to this Agreement must be approved in writing by the parties is required prior to the start of work on any changes or additions.

**VI. Miscellaneous:**

Each party agrees to undertake and perform all further acts that are reasonably necessary to

carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

The parties may execute this Agreement in counterparts.

**VII. Content Review:**

Language content was reviewed and approved by the Utah AG’s office on February 11, 2015.

[South Weber City]				Utah Department of Transportation			
By		Date		By		Date	
David Larson, City Manager South Weber City				Daryl Ballentyne, UDOT Project Manager]			
By		Date		By		Date	
Title/Signature of additional official if required				Kris Peterson, UDOT Region One Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			

# EXHIBIT A

## BID TABULATION

South Weber City 2018 Street Maintenance Projects

Bid Opening: 6/13/18, 4:00 pm, Jones & Associates

\*Shown as Lowest Bidder for Each Section

### SECTION A - Mill, Overlay, & Street Reconstruct

Item	Qty	Unit	Description	ENGINEER'S ESTIMATE		Staker & Parson Companies		Geneva Rock Products		Post Asphalt	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>I-84 Overpass</b>											
1		1 LS	Mobilization	\$ 2,000.00	\$ 2,000.00	\$ 575.00	\$ 575.00	\$ 2,930.00	\$ 2,930.00	\$ 1,300.00	\$ 1,300.00
2		1 LS	Traffic Control	\$ 3,000.00	\$ 3,000.00	\$ 750.00	\$ 750.00	\$ 2,300.00	\$ 2,300.00	\$ 750.00	\$ 750.00
3		35,300 sf	1" Mill	\$ 0.30	\$ 10,590.00	\$ 0.17	\$ 6,001.00	\$ 0.14	\$ 4,942.00	\$ 0.25	\$ 8,825.00
4		25 ton	Asphalt leveling course & pothole patching - Bridge Deck Overlay Spec	\$ 85.00	\$ 2,125.00	\$ 105.00	\$ 2,625.00	\$ 110.00	\$ 2,750.00	\$ 95.50	\$ 2,387.50
5		365 ton	1 1/2" HMA overlay (35,300 sf) - Bridge Deck Overlay Spec	\$ 75.00	\$ 27,375.00	\$ 70.00	\$ 25,550.00	\$ 65.15	\$ 23,779.75	\$ 81.24	\$ 29,652.60
6		3,270 lf	4" Striping	\$ 1.00	\$ 3,270.00	\$ 0.85	\$ 2,779.50	\$ 1.15	\$ 3,760.50	\$ 0.60	\$ 1,962.00
7		4 ea	Pavement Symbols	\$ 150.00	\$ 600.00	\$ 105.00	\$ 420.00	\$ 120.00	\$ 480.00	\$ 55.00	\$ 220.00
			<b>I-84 Overpass Subtotal</b>		<b>\$48,960.00</b>		<b>\$38,700.50</b>		<b>\$40,942.25</b>		<b>\$45,097.10</b>
<b>Daniel Drive</b>											
8		1 LS	Mobilization	\$ 4,000.00	\$ 4,000.00	\$ 3,350.00	\$ 3,350.00	\$ 7,100.00	\$ 7,100.00	\$ 5,500.00	\$ 5,500.00
9		1 LS	Traffic Control	\$ 10,000.00	\$ 10,000.00	\$ 2,650.00	\$ 2,650.00	\$ 6,100.00	\$ 6,100.00	\$ 2,500.00	\$ 2,500.00
10		36,000 sf	Remove existing asphalt (3" thick)	\$ 0.35	\$ 12,600.00	\$ 0.24	\$ 8,640.00	\$ 0.20	\$ 7,200.00	\$ 0.35	\$ 12,600.00
11		625 lf	Remove existing curb & gutter	\$ 10.00	\$ 6,250.00	\$ 3.60	\$ 2,250.00	\$ 7.00	\$ 4,375.00	\$ 8.25	\$ 5,156.25
12		1,650 sf	Remove existing concrete flatwork	\$ 3.00	\$ 4,950.00	\$ 1.30	\$ 2,145.00	\$ 3.00	\$ 4,950.00	\$ 1.00	\$ 1,650.00
13		3 ea	Pre-lower manhole	\$ 400.00	\$ 1,200.00	\$ 415.00	\$ 1,245.00	\$ 460.00	\$ 1,380.00	\$ 180.00	\$ 540.00
14		9 ea	Pre-lower valve	\$ 300.00	\$ 2,700.00	\$ 245.00	\$ 2,205.00	\$ 273.00	\$ 2,457.00	\$ 180.00	\$ 1,620.00
15		625 lf	New 30" curb & gutter	\$ 22.00	\$ 13,750.00	\$ 22.90	\$ 14,312.50	\$ 25.60	\$ 16,000.00	\$ 21.00	\$ 13,125.00
16		688 sf	New 4" thick concrete flatwork	\$ 4.00	\$ 2,752.00	\$ 4.90	\$ 3,371.20	\$ 5.50	\$ 3,784.00	\$ 5.50	\$ 3,784.00
17		800 sf	New 6" thick concrete flatwork	\$ 6.00	\$ 4,800.00	\$ 6.10	\$ 4,880.00	\$ 6.80	\$ 5,440.00	\$ 6.75	\$ 5,400.00
18		2 ea	New ADA ramp	\$ 2,000.00	\$ 4,000.00	\$ 1,765.00	\$ 3,530.00	\$ 1,970.00	\$ 3,940.00	\$ 1,485.00	\$ 2,970.00
19		3,600 sf	"Soft Spot" repair	\$ 4.00	\$ 14,400.00	\$ 3.25	\$ 11,700.00	\$ 3.50	\$ 12,600.00	\$ 2.50	\$ 9,000.00
20		1 LS	Rough grading (approx. 76 cy Cut, 38 cy Fill)	\$ 3,500.00	\$ 3,500.00	\$ 2,250.00	\$ 2,250.00	\$ 1,880.00	\$ 1,880.00	\$ 1,700.00	\$ 1,700.00
21		38 cy	Remove and dispose of excess material	\$ 30.00	\$ 1,140.00	\$ 70.00	\$ 2,660.00	\$ 21.00	\$ 798.00	\$ 28.00	\$ 1,064.00
22		180 ton	New roadbase under concrete work and supplemental for grading	\$ 16.00	\$ 2,880.00	\$ 55.00	\$ 9,900.00	\$ 56.00	\$ 10,080.00	\$ 27.00	\$ 4,860.00
23		36,000 sf	Fine grading	\$ 0.20	\$ 7,200.00	\$ 0.10	\$ 3,600.00	\$ 0.07	\$ 2,520.00	\$ 0.15	\$ 5,400.00
24		1,000 ton	New 4" thick HMA - General Paving Spec	\$ 70.00	\$ 70,000.00	\$ 65.00	\$ 65,000.00	\$ 59.40	\$ 59,400.00	\$ 79.50	\$ 79,500.00
25		3 ea	Raise Manhole to grade with concrete collar	\$ 400.00	\$ 1,200.00	\$ 485.00	\$ 1,455.00	\$ 540.00	\$ 1,620.00	\$ 325.00	\$ 975.00
26		9 ea	Raise Valve to grade with concrete collar	\$ 300.00	\$ 2,700.00	\$ 330.00	\$ 2,970.00	\$ 370.00	\$ 3,330.00	\$ 300.00	\$ 2,700.00
			<b>Subtotal Daniel Drive</b>		<b>\$170,022.00</b>		<b>\$148,113.70</b>		<b>\$154,954.00</b>		<b>\$160,044.25</b>
<b>Concrete Utility Collars (Various Locations City-Wide)</b>											
27		12 ea	Remove and replace Manhole concrete collar	\$ 600.00	\$ 7,200.00	\$ 435.00	\$ 5,220.00	\$ 485.00	\$ 5,820.00	\$ 700.00	\$ 8,400.00
28		5 ea	Remove and replace Valve concrete collar	\$ 500.00	\$ 2,500.00	\$ 350.00	\$ 1,750.00	\$ 390.00	\$ 1,950.00	\$ 550.00	\$ 2,750.00
			<b>TOTAL SECTION A (Item 1-28)</b>		<b>\$228,682.00</b>		<b>\$193,784.20</b>		<b>\$203,666.25</b>		<b>\$216,291.35</b>

EXHIBIT A

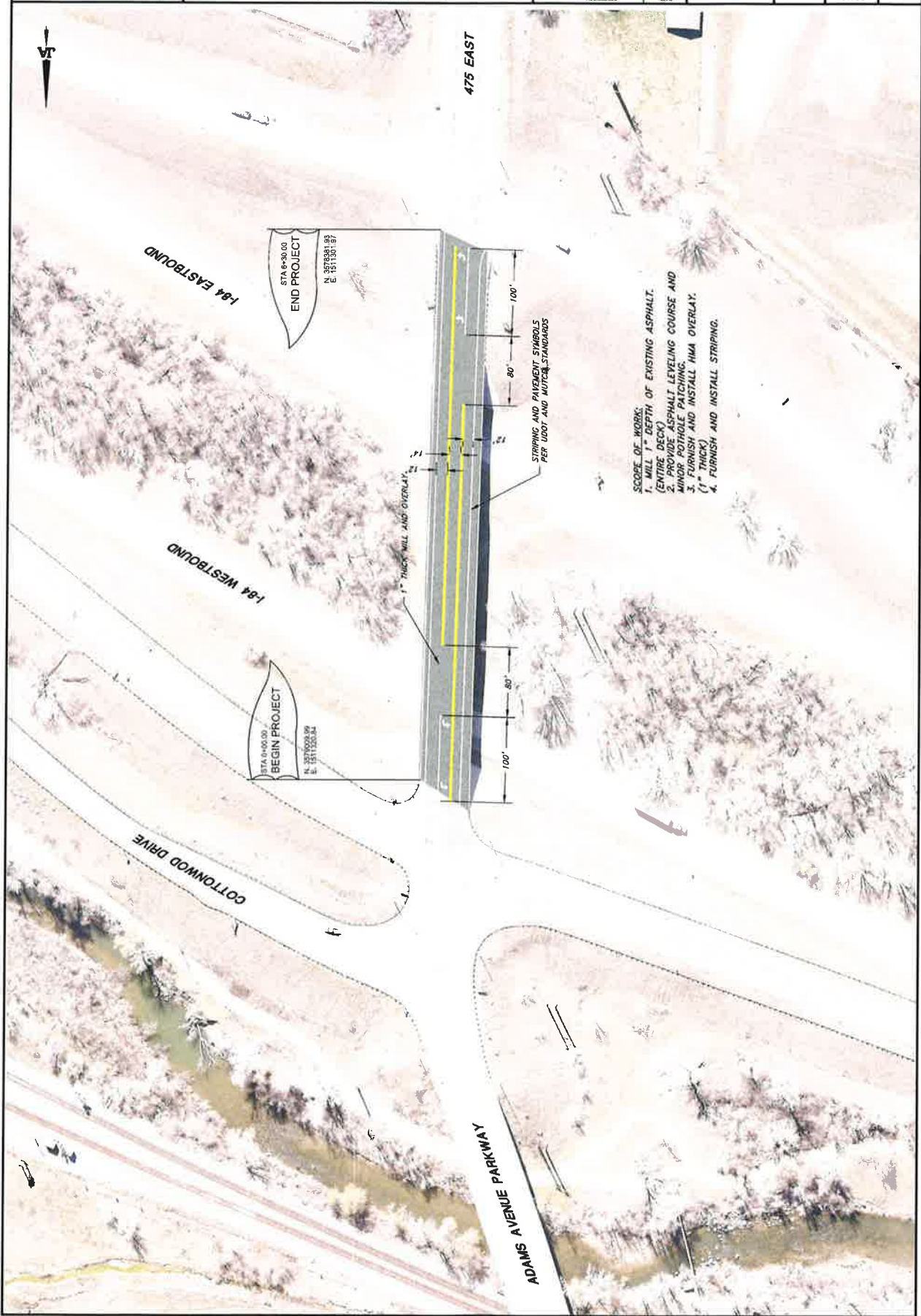
EXHIBIT B

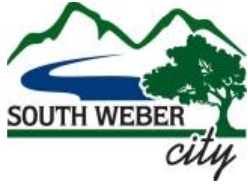
CONSULTING ENGINEERS  
**JONES & ASSOCIATES**  
 South Eastern Plant Drive  
 South Opeka, Utah 84403  
 PH - (801) 478-9787 F - (801) 478-9788

**SOUTH WEBER CITY CORPORATION**  
 2018 STREET MAINTENANCE PROJECT  
**I-84 OVERPASS MILL AND OVERLAY**

DATE	DESCRIPTION

SCALE: BAS 24'x36' 1"=50'  
 BAS 11'x17' 1"=100'  
 SHEET: 3 OF 1 SHEETS





**Council Meeting Date:** August 14, 2018

**Name:** Mark McRae

**Agenda Item:** 12

**Objective:** Upgrade HVAC in the City Council Chambers of City Hall

**Background:** Earlier this summer city staff were asked to investigate the inadequate air conditioning of the council chambers. Several vendors were contacted and submitted proposals to the city. All four proposals recommended a different solution to the problem. The proposals were also reviewed by Councilmember Halverson. A decision was made as to the preferred solution and a Request for Proposal (RFP) was prepared for the installation of 2 ductless heat pump systems. This RFP was sent to the original vendors as well as a list of additional vendors from the phone book. Only one bid was received back.

**Summary:** Staff recommends approval of the proposal from Mechanical Design and Service in the amount of \$10,950.00 for the installation of new HVAC equipment for the City Council Chambers.

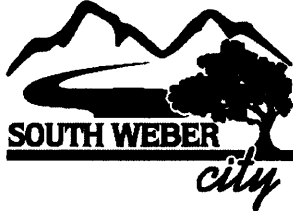
**Committee Recommendation:** NA

**Planning Commission Recommendation:** NA

**Staff Recommendation:** Approval

**Attachments:** RFP  
Proposal from vendor

**Budget Amendment:** The 2019 budget may need to be amended at a later date to cover this unbudgeted expenditure.



1600 E. South Weber Drive  
South Weber, UT 84405

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

801-479-3177  
FAX 801-479-0066

## South Weber City Is Requesting Proposals to Install HVAC

**SCOPE:** Install 2 ductless heat pump systems in the city council chambers. These 2 ductless heat pump systems will be 1.5 ton each. Bid must include all the equipment and labor (electrical, paint and wall repair, piping and startup).

**RECEIPT OF BIDS:** Sealed bids will be received at South Weber City offices located at 1600 East South Weber Drive, South Weber, UT 84405 until 2:00 p.m. Thursday, July 26, 2017, For installation of HVAC units in South Weber City Hall.

**COMPLETION OF THE WORK:** All work covered by the contract documents shall be completed on or before 14 days following the Notice to Proceed.

**OPENING OF BIDS:** The bids will be publicly opened at 10:00 a.m. on Friday, July 27, 2017 at the above-mentioned office: South Weber City, 1600 East South Weber Drive, South Weber, UT 84405.

**AWARD OF PROJECT:** All contractors submitting a proposal may be required to provide experience and references for at least 3 projects of similar scope and size completed within the last 10 years. The project will be awarded based on experience, subcontractors used on the project, references and cost.

**OWNER'S RIGHTS RESERVED:** The Owner reserves the right to reject any or all quotes, to waive any informality in a quote, and to make awards in the interest of the Owner.

**WAITING PERIOD BEFORE AWARD:** A waiting period of 30 calendar days from the date of bid opening may be required prior to award. Bidders shall assume full responsibility for the bid price and shall guarantee the bid price during this period. Bidders shall make certain that the time period is stated in the bid and that it does not restrict the proposal guarantee.

**PROJECT ADMINISTRATION:** All questions relative to this project prior to the opening of bids shall be directed to Mark Larsen, South Weber City's Public Works Director, at mlarsen@southwebercity.com. It shall be understood that no specification interpretations will be made by telephone, nor will any "or equal" products be considered for approval prior to the award of contract.

**OWNER'S RIGHTS RESERVED:** The Owner reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the Owner.

**SPECIFICATIONS: Preliminary Meeting:** Once the bid has been awarded, the Contractor(s) must meet with the City's representatives before beginning any work. At this time, City representatives and the Contractors representatives will discuss and set a work schedule.

**CONTRACTOR DAMAGES:** Contractor(s) shall provide to the City proof of the company's liability insurances as well as a copy of their current state & business licenses.

**SAFETY & CLEAN-UP:** Throughout construction the Contractor shall keep the construction area safe and clean. All construction material must be removed daily. All dump fees are to be paid by the Contractor.

**END OF REQUEST FOR BIDS**

HVAC bid opening 2:00 pm 7/27/2018

<b>Name of contractor</b>	<b>Contact information</b>	<b>Bid amount</b>
<i>Mechanical Design</i>	<i>801-593-6769 Draft</i>	<i>10,950<sup>00</sup></i>





Mechanical Design & Service

July 26, 2018

**South Weber**

1600 East South Weber Drive  
South Weber, Utah 84405

Attention: Mark Larsen

Reference: HVAC Proposal

Dear Mark:

Thank you for the opportunity to provide a proposal for the HVAC work, adding (2) ductless air conditioning units to the South Weber City Council Chambers.

This letter will serve as our proposal and is based on the bid documents and a site survey.

Specifically, this proposal includes the following:

- (2 ea.) Daikin, 1.5 ton ductless air conditioning systems, including:
  - a. (2 ea.) Outdoor condensing units
  - b. (2 ea.) Indoor fan coils
  - c. (2 ea.) Condensate pumps
  - d. (2 ea.) Remote controllers
  - e. Refrigeration piping
  - f. Condensate drains (routed to a proper receptacle within the building)
  - g. Mounting
  - h. Necessary electrical work
  - i. Necessary wall openings
  - j. Equipment Start Up
  - k. (1) Year standard warranty

Excluded in this proposal:

- Any item not listed above

**Our quote for the work described above is \$10,950.00.**

Clarifications:

- Equipment lead time is (2) weeks.
- This proposal is valid for (30) days.
- Terms are net 30.

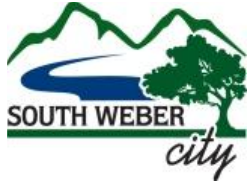
If you need additional information, I can be reached at 8901-593-6769.

Respectfully,

**Mechanical Design & Service**



Brett Porter



**Council Meeting Date: 08-14-2018**

**Name: Chief Tolman**

**Agenda Item: Fire department cardiac monitor**

**Objective: Finalize recommendations for cardiac monitor/ defibrillator.**

**Background: As an Advanced EMS provider with the state of Utah, Davis County we are submitting our proposal and recommendations on the monitor/ defibrillator that best meets the needs of the services we provide to the community and is budget conscious.**

**Summary: We have carefully reviewed the options available and within reasonable cost and have decided the:**

**Zoll - X Series<sup>®</sup> Manual Monitor/Defibrillator - 6 0 1 - 2 2 3 1 0 1 1 - 0 1  
(\$32,416.20)**

**Meets our needs the best, its capabilities, warranty and service plan with ensure longevity and performance for many years.**

**Committee Recommendation:**

**Planning Commission Recommendation:**

**Staff Recommendation:**

**Attachments:**

**Budget Amendment:**



**Physio-Control, Inc**  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
 Sales Order fax 800.732.0956  
 Service Plan fax 800.772.3340

To South Weber City Fire  
 Attn: Chris Tremea  
 1600 Weber Drive  
 South Weber, UT 84405  
 (801) 540-7094  
[ctremea@southwebercity.com](mailto:ctremea@southwebercity.com)

Quote Number 00134109  
 Revision # 1  
 Created Date 7/19/2018  
 Sales Consultant Pam Gord

[pam.gord@stryker.com](mailto:pam.gord@stryker.com)

FOB Redmond, WA  
 Terms All quotes subject to credit approval and the following terms and conditions

NET Terms NET 30

Expiration Date 9/17/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001953	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit (RC Cable) 41577-000280. HARD PADDLES, BATTERIES, CARRY CASE NOT INCLUDED.	1.00	29,130.00	-4,952.10	24,177.90	24,177.90
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	3.00	479.00	-81.43	397.57	1,192.71
11577-000004	Station Battery Charger - For the LP15	1.00	1,900.00	-323.00	1,577.00	1,577.00
11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	1.00	301.00	-51.17	249.83	249.83
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	1.00	301.00	-51.17	249.83	249.83
11160-000013	NIBP Cuff-Reusable, Child	1.00	25.00	-4.50	20.50	20.50
11160-000015	NIBP Cuff-Reusable, Adult	1.00	31.00	-5.58	25.42	25.42
11160-000019	NIBP Cuff-Reusable, Adult X Large	1.00	49.00	-8.33	40.67	40.67
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1.00	327.00	-55.59	271.41	271.41
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	59.00	-10.62	48.38	48.38
21996-000112	Titan III – Duo WiFi & Cellular Gateway, No Sim, (AT&T, Verizon, Intl GSM. May be purchased with Verizon data plan to be provided by Physio Control.)	1.00	1,615.00	-320.20	1,294.80	1,294.80

Subtotal USD 29,148.45  
 Estimated Tax USD 2,623.35

Estimated Shipping & Handling

USD 185.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 31,956.80
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**Pricing Summary Totals**

List Price Total	USD 35,175.00
Total Contract Discounts Amount	USD -55.00
Total Discount	USD -5,971.55
Trade In Discounts	USD 0.00
Tax + S&H	USD 2,808.35

**GRAND TOTAL FOR THIS QUOTE**  
USD 31,956.80

Please provide a company issued Purchase Order that includes Billing and Shipping Address.

PO must reference payment terms of Net 30 days.

- OR -

**Required information if no Purchase Order is provided**

<p><b>Billing Address</b>    <input type="checkbox"/> same as address on quote</p> <p>Account Name _____</p> <p>Address _____</p> <p>City _____</p> <p>State _____      Zip Code _____</p> <p><b>Accounts Payable Contact Information</b></p> <p>Accounts Payable Contact _____</p> <p>Accounts Payable Email _____</p> <p><b>Authorized Customer Signature</b></p> <p>Name _____</p> <p>Title _____</p>	<p><b>Shipping Address</b>    <input type="checkbox"/> same as Billing Address</p> <p>Account Name _____</p> <p>Address _____</p> <p>City _____</p> <p>State _____      Zip Code _____</p> <p>Accounts Payable Phone Number _____</p> <p><b>Customer is Tax Exempt?</b>    <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Signature _____</p> <p>Date _____</p>
--	--

**Optional information:**

Special Ship to Address \_\_\_\_\_

Comments \_\_\_\_\_

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

To update any customer information, please complete form at [www.physio-control.com/account/](http://www.physio-control.com/account/)

Reference Number PG/170206

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Flex Financial, a division of Stryker Sales Corporation  
1901 Romence Road Parkway  
Portage, MI 49002  
t: 1-888-308-3146 f: 877-204-1332  
www.stryker.com



Date: July 19, 2018

RE: Reference no: 2210056010

South Weber City  
1600 Weber Drive  
South Weber, Utah 84405

Thank you for choosing Flex Financial, a division of Stryker Sales Corporation, for your equipment financing needs. Enclosed please find the financing documents necessary to enter into the financing arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for release of the financed equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

**Short Form Lease Agreement  
Exhibit A - Detail of Equipment  
Insurance Authorization and Verification  
State and Local Government Rider**

**\*\*Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider.**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

<b>Federal tax ID number:</b>	_____	<b>AP address:</b>	_____
<b>Purchase order number:</b>	_____	<b>Contact name:</b>	_____
<b>Phone number:</b>	_____	<b>Email address:</b>	_____

**Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)**

Your personal documentation specialist is Rylee Koole and can be reached at (269) 389-3177 or by email [rylee.koole@stryker.com](mailto:rylee.koole@stryker.com) for any questions regarding these documents.

The financing proposal evidenced by these documents is valid through the last business day of **July, 2018**

Sincerely,

**Flex Financial, a division of Stryker Sales Corporation**

**Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.**

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## Short Form Lease Agreement No. 2210056010

Owner ("we" or "us") :  
 Flex Financial, a division of Stryker Sales Corporation  
 1901 Romence Road Parkway  
 Portage, MI 49002

Customer name and address ("You" and "Your"): South Weber City 1600 Weber Drive South Weber, Utah 84405	<b>Equipment location:</b> 1600 Weber Drive, South Weber, Utah 84405 <b>Supplier:</b> Physio-Control, Inc., 11811 Willows Rd NE, PO Box 97006, Redmond, WA 98073-9706 <b>Equipment description:</b> (see attached Exhibit A which is a part of this Agreement.)
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### Payment information

# of lease payments	Payment frequency	Lease payment	Terms of Agreement in months: 25			
3	Annual	\$9,777.82 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)	Equipment purchase option: \$1 Buyout Option			
			Equipment purchase option shall be FMV unless another option is stated above.			
			Security deposit	First period payment	Other	Total payment enclosed
			\$0.00	+ \$0.00	+ \$ 0.00	= \$ 0.00

**1. Lease:** You ("Customer") agree to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. **Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

**2. Title and laws:** Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

**3. Equipment use, maintenance and warranties: Any assignee (as defined below) is leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent. **STRYKER SALES CORPORATION (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION, ITS DIVISION) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.**

**4. Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights **will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales Corporation".

**5. Risk of loss, insurance and reimbursement:** Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

**6. Taxes:** You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

**7. Default remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant

## Short Form Lease Agreement No. 2210056010

maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Term, all as reasonably determined by us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 18% per year from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

**8. End of term:** You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.

**9. Miscellaneous:** You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, and (ii) that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

**I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER**

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print name:	
Title:	



**Exhibit A to Short Form Lease Agreement Number 2210056010  
Description of equipment**

**Customer name:** South Weber City

**Delivery address:** 1600 Weber Drive, South Weber, Utah 84405

**Part I - Equipment/Service Coverage (if applicable)**

<b>Model number</b>	<b>Equipment description</b>	<b>Quantity</b>
9999-999-999	Physio LIFEPAK 15 Equipment Proposal #00134109	1

**Freight:** **Financed**

<b>Customer signature</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

<b>Accepted by Flex Financial, a division of Stryker Sales Corp.</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

# Insurance Authorization and Verification



Date: July 19, 2018

Short Form Lease Agreement Number 2210056010

To: South Weber City ("Customer")  
1600 Weber Drive  
South Weber, Utah 84405

From: Flex Financial, a division of Stryker Sales Corporation ("Creditor")  
1901 Romence Road Parkway  
Portage, MI 49002

**TO THE CUSTOMER:** In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer\* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY** Insurance (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$29,148.45** with deductibles **no more than \$10,000.00**.

\*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:	
Agent name:	
Address:	
Phone/fax:	
Email address:	

<b>South Weber City</b>	
Signature:	Date:
Print name:	
Title:	

\*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Rylee Koole at (269) 389-3177.

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332. This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

<b>Agent signature</b>	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$29,148.45

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Lease Agreement Number 2210056010

See Exhibit A to Short Form Lease Agreement Number 2210056010

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

## State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Lease Agreement Number 2210056010** (the "Agreement") between **Flex Financial**, a division of Stryker Sales Corporation ("**Owner**") and South Weber City ("**Customer**") to be executed simultaneously herewith and to which this Rider is attached. **Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date:
Print name:	
Title:	



**TO: South Weber Fire**

7365 S 1375 E  
South Weber, UT 84405

Attn: **Jake Judkins**

email: [jake\\_judkins@yahoo.com](mailto:jake_judkins@yahoo.com)

Tel: 801-388-5423

**ZOLL Medical Corporation**

Worldwide HeadQuarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**QUOTATION 280124 V:1**

DATE: July 12, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p><b>X Series® Manual Monitor/Defibrillator \$14,995</b> with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• <b>One (1)-year EMS warranty</b></p> <p><b>Advanced Options:</b> <b>Real CPR Help Expansion Pack \$995</b> CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p><b>ZOLL Noninvasive Pacing Technology: \$2,550</b></p>	1	\$40,020.00	\$32,416.20	\$32,416.20 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Nate Laird  
Territory Manager



**ZOLL Medical Corporation**

Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**TO: South Weber Fire**

**QUOTATION 280124 V:1**

**DATE:** July 12, 2018

**TERMS:** Net 30 Days

**FOB:** Shipping Point

**FREIGHT:** Prepay and Add

7365 S 1375 E  
 South Weber, UT 84405

Attn: **Jake Judkins**

email: [jake\\_judkins@yahoo.com](mailto:jake_judkins@yahoo.com)

Tel: 801-388-5423

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>Masimo Pulse Oximetry</b>  <b>SP02 &amp; SpCO \$4,540</b> • Signal Extraction Technology (SET) • Rainbow SET ( for SpCO & SpMet)  <b>NIBP Welch Allyn includes: \$3495</b> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff  <b>End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995</b> <b>Oridion Microstream Technology:</b> Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG: \$8,450</b> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	1	\$245.00	\$198.45	\$198.45 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	1	\$845.00	\$684.45	\$684.45 *

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Nate Laird  
 Territory Manager

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email: [jake\\_judkins@yahoo.com](mailto:jake_judkins@yahoo.com)  
Tel: 801-388-5423

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
4	8000-0580-01	Six hour rechargeable Smart battery	1	\$495.00	\$400.95	\$400.95	*
5	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries.	1	\$945.00	\$765.45	\$765.45	*
*Reflects Discount Pricing.							
						<b>TOTAL</b>	<b>\$34,465.50</b>

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## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. **THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

### 18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.



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**QUOTATION 280127 V:1**

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01-66	<p><b>Refurbished X Series ® Manual Monitor/Defibrillator</b> with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• <b>Six (6)-month EMS warranty</b></p> <p><b>Advanced Options:</b> <b>Real CPR Help Expansion Pack</b> CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p><b>ZOLL Noninvasive Pacing Technology:</b></p>	1	\$32,016.00	\$23,500.00	\$23,500.00

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>Masimo Pulse Oximetry</b>  <b>SP02 &amp; SpCO</b> <ul style="list-style-type: none"> <li>Signal Extraction Technology (SET)</li> <li>Rainbow SET ( for SpCO &amp; SpMet)</li> </ul> <b>NIBP Welch Allyn includes:</b> <ul style="list-style-type: none"> <li>Smartcuff 10 foot Dual Lumen hose</li> <li>SureBP Reusable Adult Medium Cuff</li> </ul> <b>End Tidal Carbon Dioxide monitoring (ETCO2)</b> <b>Oridion Microstream Technology:</b> Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG:</b> <ul style="list-style-type: none"> <li>12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set</li> </ul>				
2	8000-0341	<b>SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)</b>	1	\$245.00	\$198.45	\$198.45 *
3	8000-000371	<b>SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)</b>	1	\$845.00	\$684.45	\$684.45 *

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Tel: 801-388-5423

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
4	8000-0580-01	Six hour rechargeable Smart battery	1	\$495.00	\$400.95	\$400.95 *
5	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries.	1	\$945.00	\$765.45	\$765.45 *
<p>Acceptance of an order for Refurbished Equipment is contingent upon product availability at time of order. Orders are filled on a first come, first serve basis.</p> <p>*Reflects Discount Pricing.</p>						
<b>TOTAL</b>						<b>\$25,549.30</b>

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6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. **THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

### **18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.**

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.