

SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the **City Council of SOUTH WEBER CITY**, in addition to the **Planning Commission of SOUTH WEBER CITY**, will meet in a public meeting on **Tuesday, 15 August 2017** at **City Hall, 1600 E. South Weber Dr.**, commencing at **5:00 p.m.**

COUNCIL & PLANNING COMMISSION MEETING:

5:00 p.m. APPROVAL OF AGENDA
DECLARATION OF CONFLICT OF INTEREST

ULCT Training; Cameron Diehl

5:25 p.m.

1. ACTIVE AGENDA:

- a. Review with the Planning Commission and make plans for:
 - i. Old Fort Road
 - ii. Lester Drive
 - iii. Re-location of the Posse Grounds
 - iv. 6650 S.

7:45 p.m.

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

7:50 p.m.

3. 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

8:00 p.m.

4. ADJOURN

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO:

CITY OFFICE BUILDING

EACH MEMBER OF THE GOVERNING BODY

UTAH PUBLIC NOTICE WEBSITE

CITY WEBSITE www.southwebercity.com

THOSE LISTED ON THE AGENDA

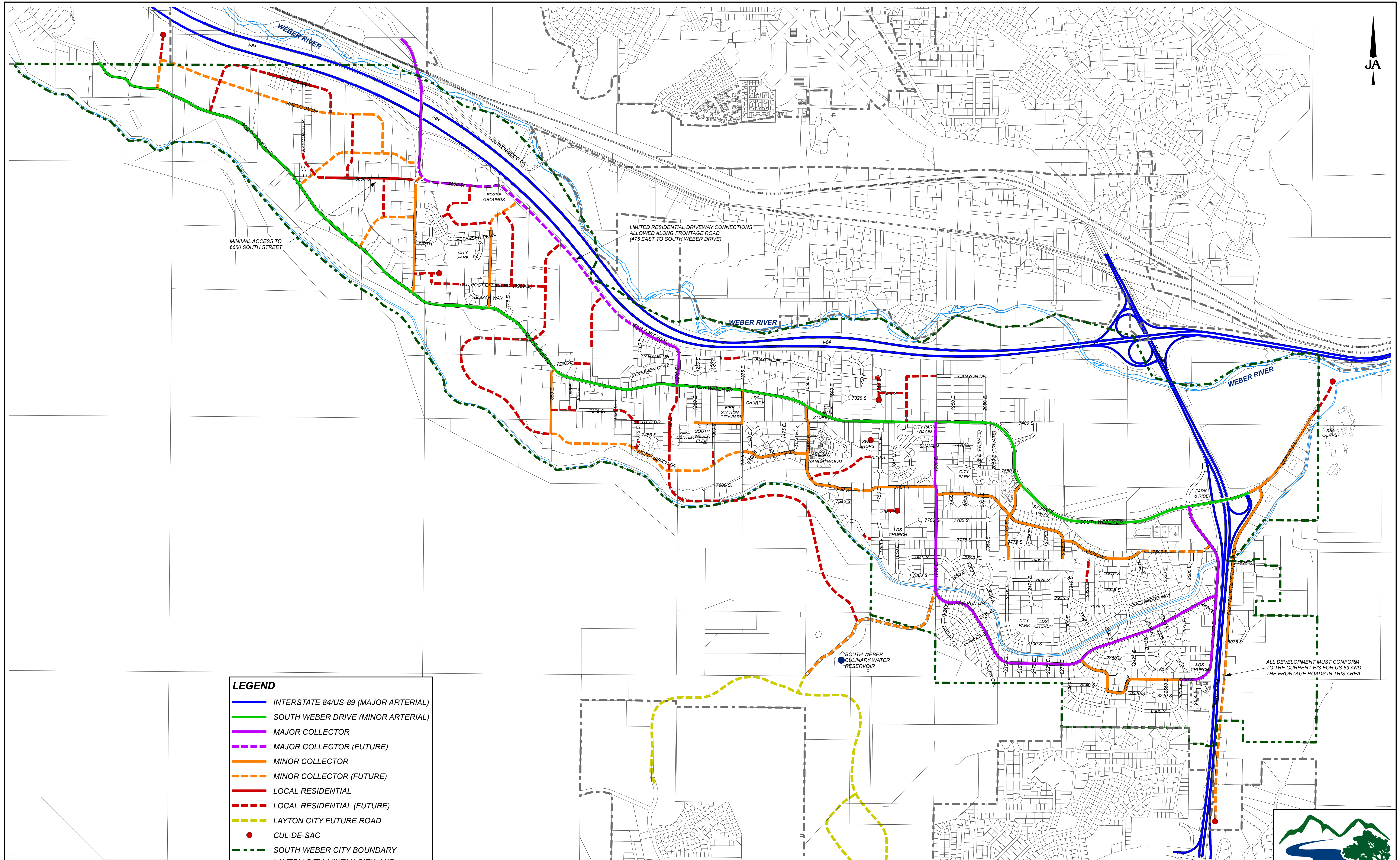
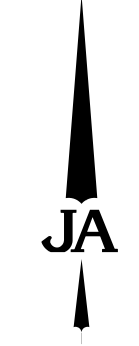
www.pmn.utah.gov

DATE: August 10, 2017

CITY RECORDER: Elyse Greiner

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY THE CITY RECORDER, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177) AT LEAST TWO DAYS PRIOR TO THE MEETING.

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



LEGEND

- INTERSTATE 84/US-89 (MAJOR ARTERIAL)
- SOUTH WEBER DRIVE (MINOR ARTERIAL)
- MAJOR COLLECTOR
- - - MAJOR COLLECTOR (FUTURE)
- MINOR COLLECTOR
- - - MINOR COLLECTOR (FUTURE)
- LOCAL RESIDENTIAL
- - - LOCAL RESIDENTIAL (FUTURE)
- - - LAYTON CITY FUTURE ROAD
- CUL-DE-SAC
- - - SOUTH WEBER CITY BOUNDARY
- - - LAYTON CITY, UINTAH CITY, AND WEBER COUNTY BOUNDARIES
- CANAL / RIVER

LIMITED RESIDENTIAL DRIVEWAY CONNECTIONS ALLOWED ALONG FRONTAGE ROAD (475 EAST TO SOUTH WEBER DRIVE)

MINIMAL ACCESS TO 6650 SOUTH STREET

ALL DEVELOPMENT MUST CONFORM TO THE CURRENT EIS FOR US-89 AND THE FRONTAGE ROADS IN THIS AREA

NOTES:

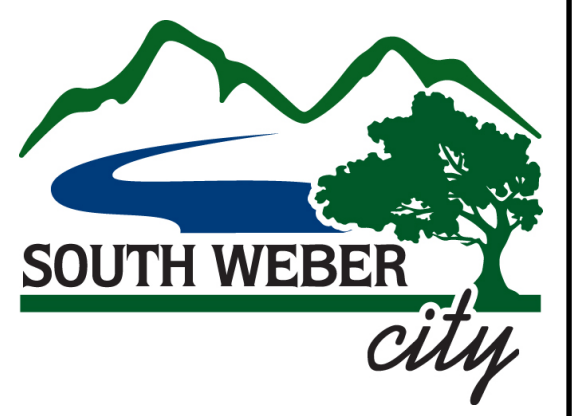
SCALE:
1 in = 850 ft
DATE:
09/23/2014

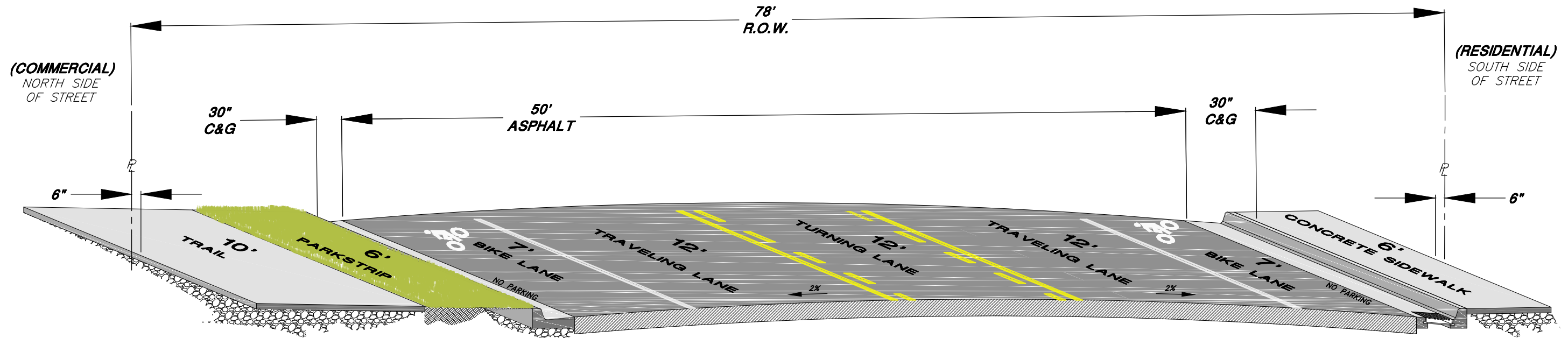
DESIGNED: BEB
DRAWN: BEB
CHECKED: BKJ



SOUTH WEBER CITY CORPORATION
GENERAL PLAN
VEHICLE TRANSPORTATION MAP

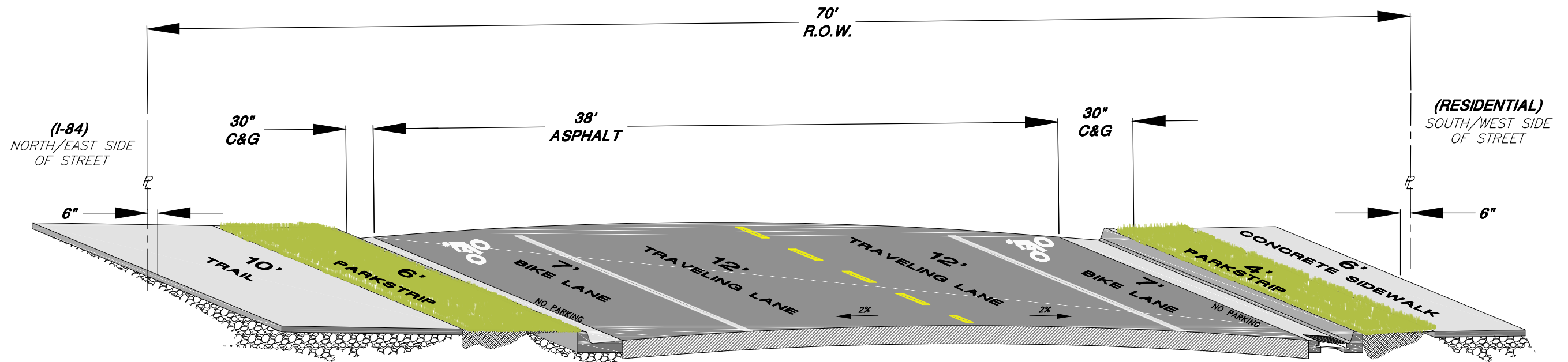
SHEET:
5
OF 1 SHEETS





OLD FORT ROAD R.O.W SECTION "A"

(475 EAST TO POWER SUBSTATION)
SCALE: 1"=6'



OLD FORT ROAD R.O.W SECTION "B"

(POWER SUBSTATION TO CONNECTION AT COTTONWOOD COVE SUBDIVISION)
SCALE: 1"=6'



LOOKING SOUTH



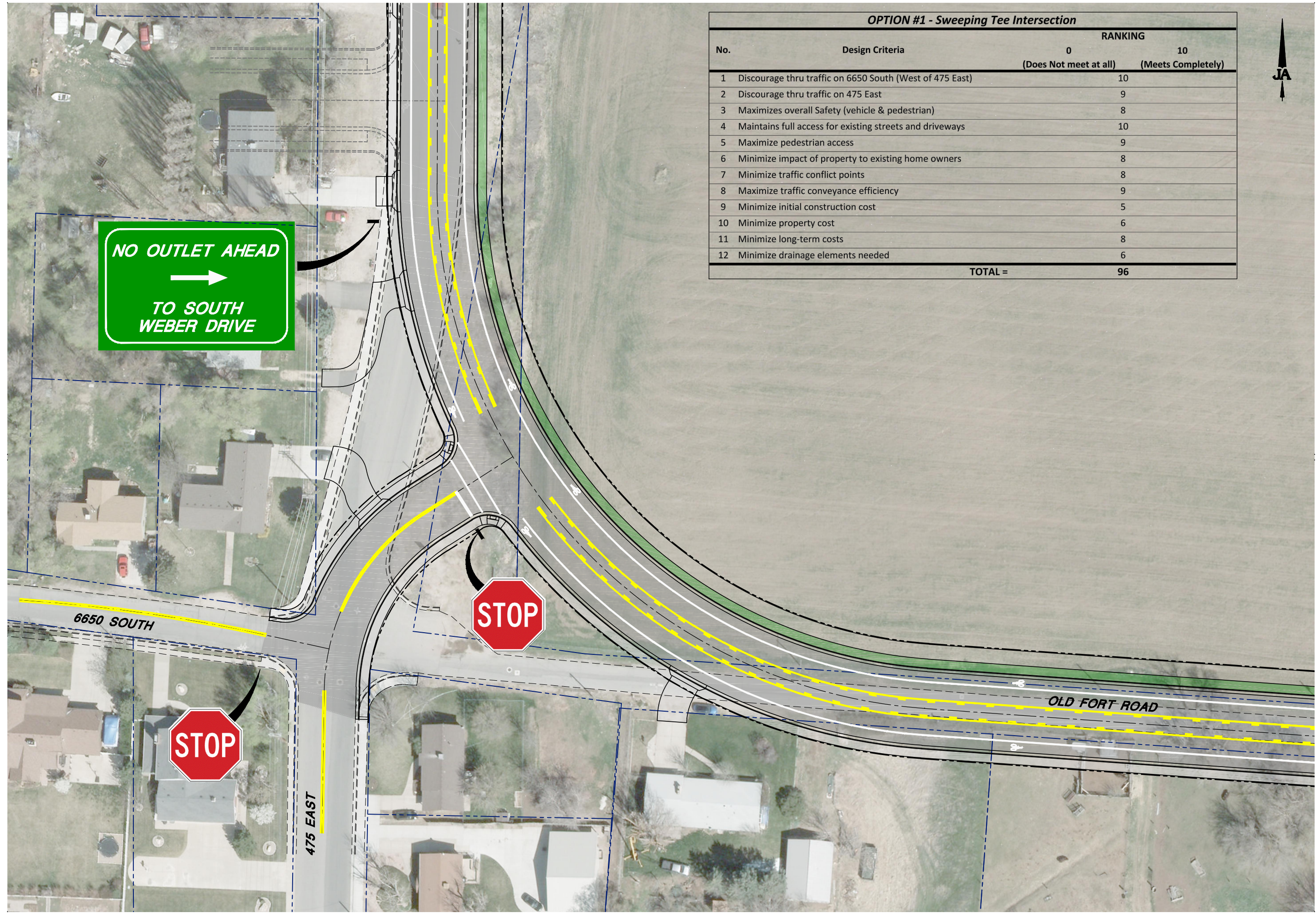
LOOKING SOUTH



LOOKING WEST



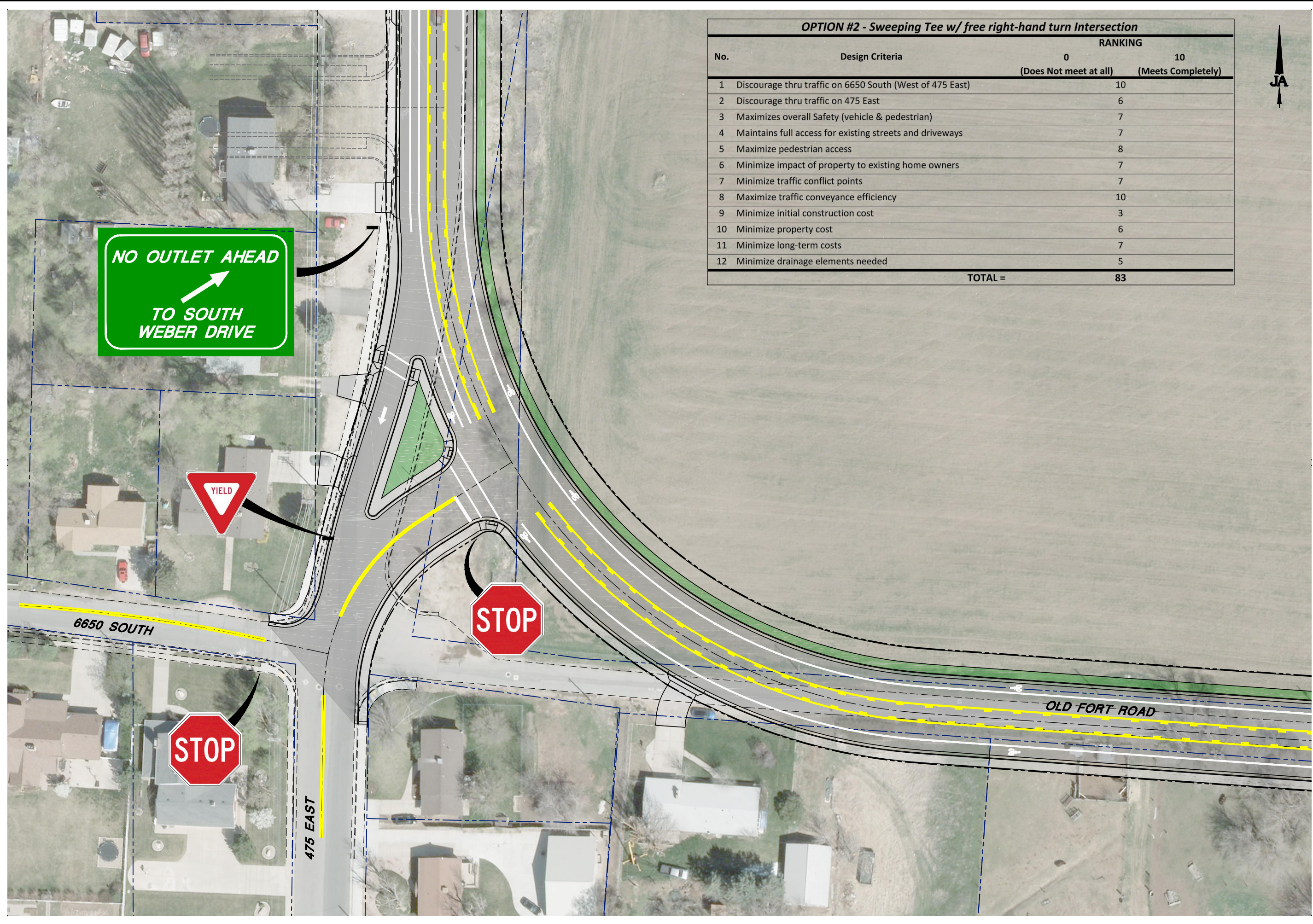
LOOKING WEST



OPTION #1 - Sweeping Tee Intersection

No.	Design Criteria	RANKING	
		0 (Does Not meet at all)	10 (Meets Completely)
1	Discourage thru traffic on 6650 South (West of 475 East)		10
2	Discourage thru traffic on 475 East		9
3	Maximizes overall Safety (vehicle & pedestrian)		8
4	Maintains full access for existing streets and driveways		10
5	Maximize pedestrian access		9
6	Minimize impact of property to existing home owners		8
7	Minimize traffic conflict points		8
8	Maximize traffic conveyance efficiency		9
9	Minimize initial construction cost		5
10	Minimize property cost		6
11	Minimize long-term costs		8
12	Minimize drainage elements needed		6
TOTAL =			96

SCALE:	BKJ DESIGNED	TIME	BKJ DRAWN	BKJ CHECKED	REV.	DATE	APPR.
24" x 36" H:1" = 30'							
11" x 17" H:1" = 60'							
SHEET:	1						
OF 1 SHEETS							

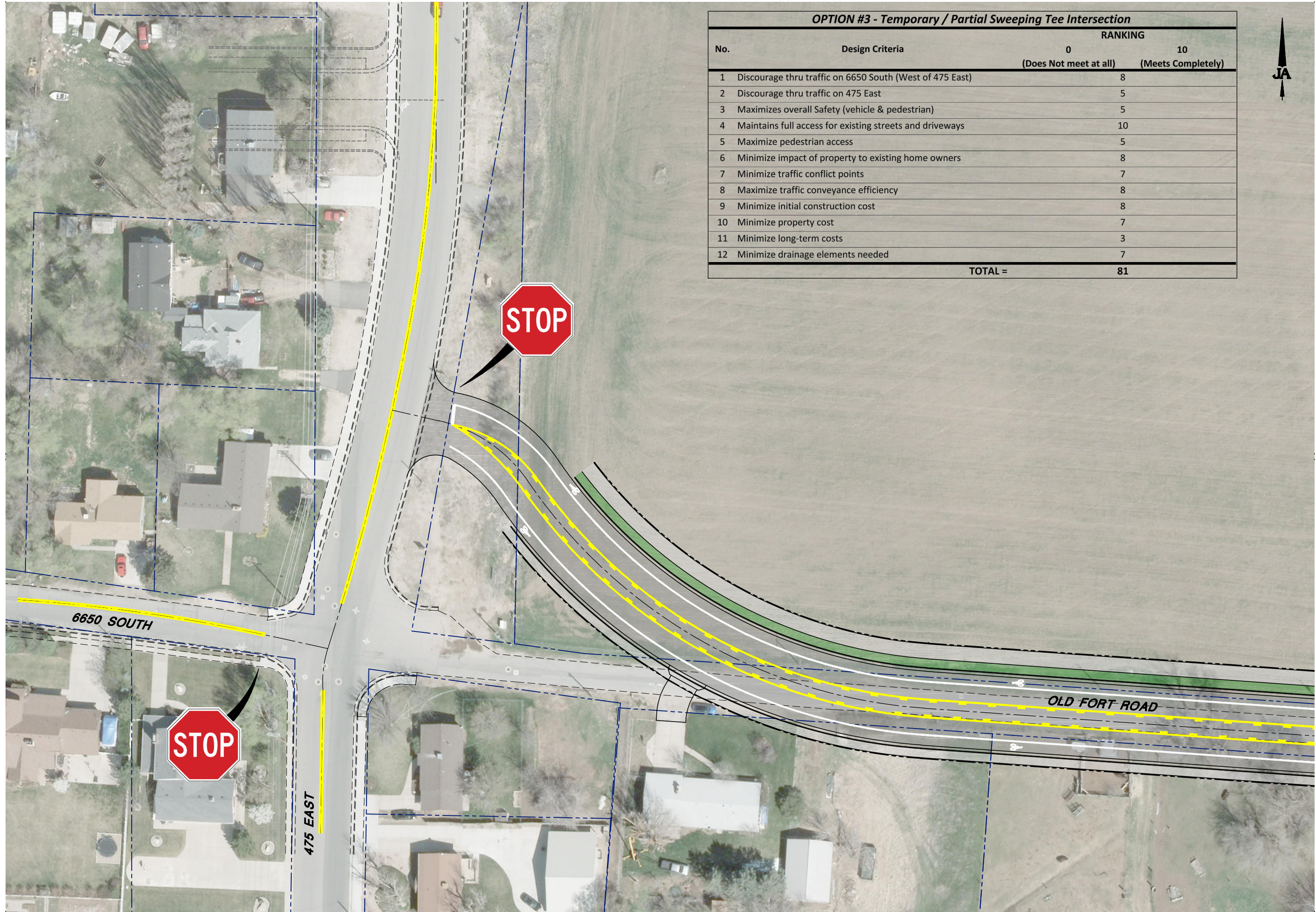


OPTION #2 - Sweeping Tee w/ free right-hand turn Intersection

No.	Design Criteria	RANKING	
		0 (Does Not meet at all)	10 (Meets Completely)
1	Discourage thru traffic on 6650 South (West of 475 East)	10	
2	Discourage thru traffic on 475 East	6	
3	Maximizes overall Safety (vehicle & pedestrian)	7	
4	Maintains full access for existing streets and driveways	7	
5	Maximize pedestrian access	8	
6	Minimize impact of property to existing home owners	7	
7	Minimize traffic conflict points	7	
8	Maximize traffic conveyance efficiency	10	
9	Minimize initial construction cost	3	
10	Minimize property cost	6	
11	Minimize long-term costs	7	
12	Minimize drainage elements needed	5	
TOTAL =		83	



SCALE:	BKJ	DESIGNED	TIME	BKJ	DRAWN	BKJ	CHECKED	REV.	DATE	APPR.
24" x 36" H:1"=30'										
11" x 17" H:1"=60'										
SHEET:	2									
OF 1 SHEETS										



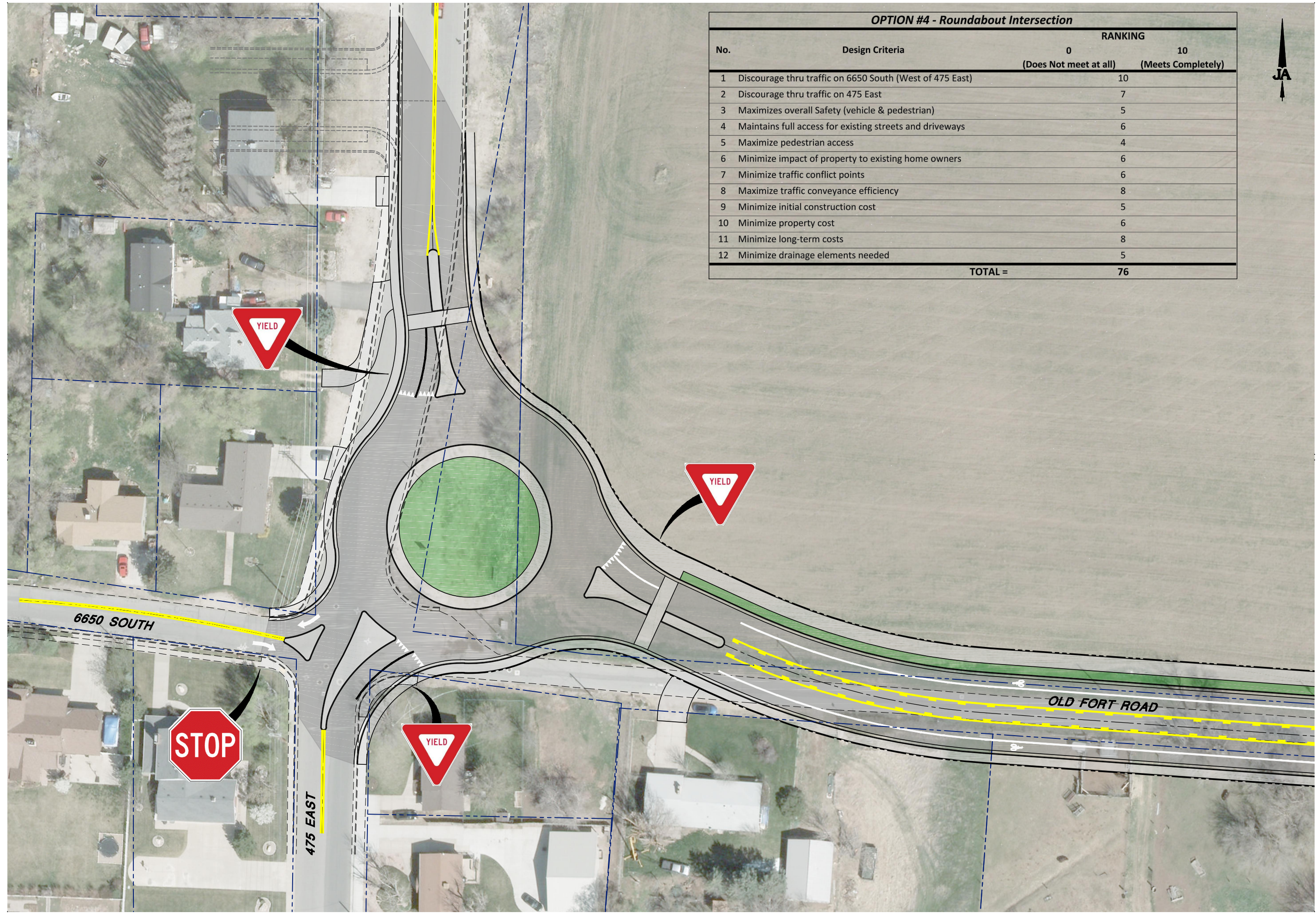
OPTION #3 - Temporary / Partial Sweeping Tee Intersection

No.	Design Criteria	RANKING	
		0 (Does Not meet at all)	10 (Meets Completely)
1	Discourage thru traffic on 6650 South (West of 475 East)	8	
2	Discourage thru traffic on 475 East	5	
3	Maximizes overall Safety (vehicle & pedestrian)	5	
4	Maintains full access for existing streets and driveways	10	
5	Maximize pedestrian access	5	
6	Minimize impact of property to existing home owners	8	
7	Minimize traffic conflict points	7	
8	Maximize traffic conveyance efficiency	8	
9	Minimize initial construction cost	8	
10	Minimize property cost	7	
11	Minimize long-term costs	3	
12	Minimize drainage elements needed	7	
TOTAL =		81	



REV.	DATE	APPR.

SCALE:	BKJ DESIGNED	TIME	BKJ DRAWN	BKJ CHECKED
24" x 36" H:1" = 30'				
11" x 17" H:1" = 60'				



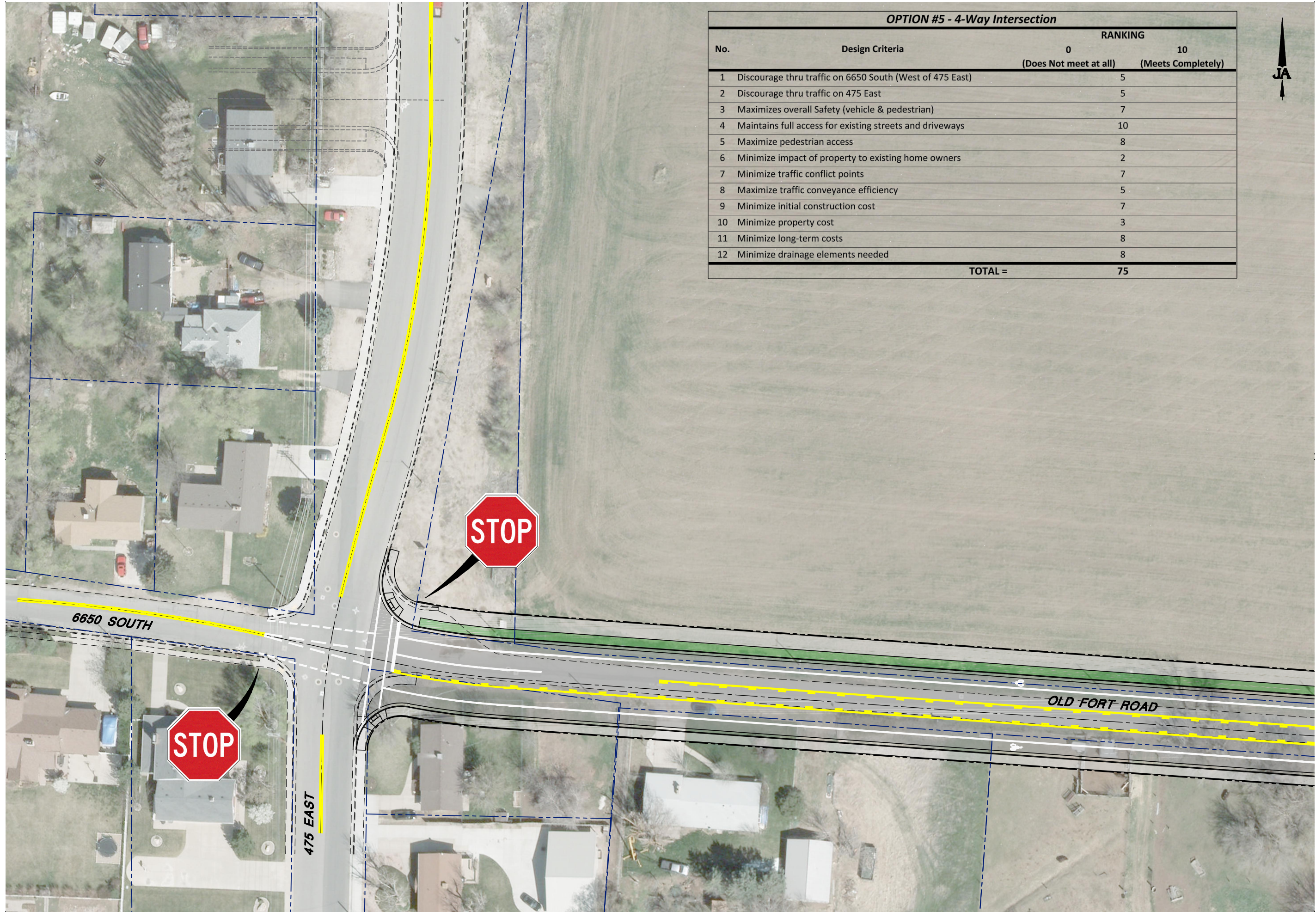
OPTION #4 - Roundabout Intersection

No.	Design Criteria	RANKING	
		0 (Does Not meet at all)	10 (Meets Completely)
1	Discourage thru traffic on 6650 South (West of 475 East)		10
2	Discourage thru traffic on 475 East		7
3	Maximizes overall Safety (vehicle & pedestrian)		5
4	Maintains full access for existing streets and driveways		6
5	Maximize pedestrian access		4
6	Minimize impact of property to existing home owners		6
7	Minimize traffic conflict points		6
8	Maximize traffic conveyance efficiency		8
9	Minimize initial construction cost		5
10	Minimize property cost		6
11	Minimize long-term costs		8
12	Minimize drainage elements needed		5
TOTAL =			76



REV.	DATE	APPR.

SCALE:	BKJ	DESIGNED	TIME	BKJ	CHECKED
24" x 36"					
H:1"=30'					
11" x 17"					
H:1"=60'					



OPTION #5 - 4-Way Intersection			
No.	Design Criteria	RANKING	
		0 (Does Not meet at all)	10 (Meets Completely)
1	Discourage thru traffic on 6650 South (West of 475 East)	5	
2	Discourage thru traffic on 475 East	5	
3	Maximizes overall Safety (vehicle & pedestrian)	7	
4	Maintains full access for existing streets and driveways	10	
5	Maximize pedestrian access	8	
6	Minimize impact of property to existing home owners	2	
7	Minimize traffic conflict points	7	
8	Maximize traffic conveyance efficiency	5	
9	Minimize initial construction cost	7	
10	Minimize property cost	3	
11	Minimize long-term costs	8	
12	Minimize drainage elements needed	8	
TOTAL =		75	

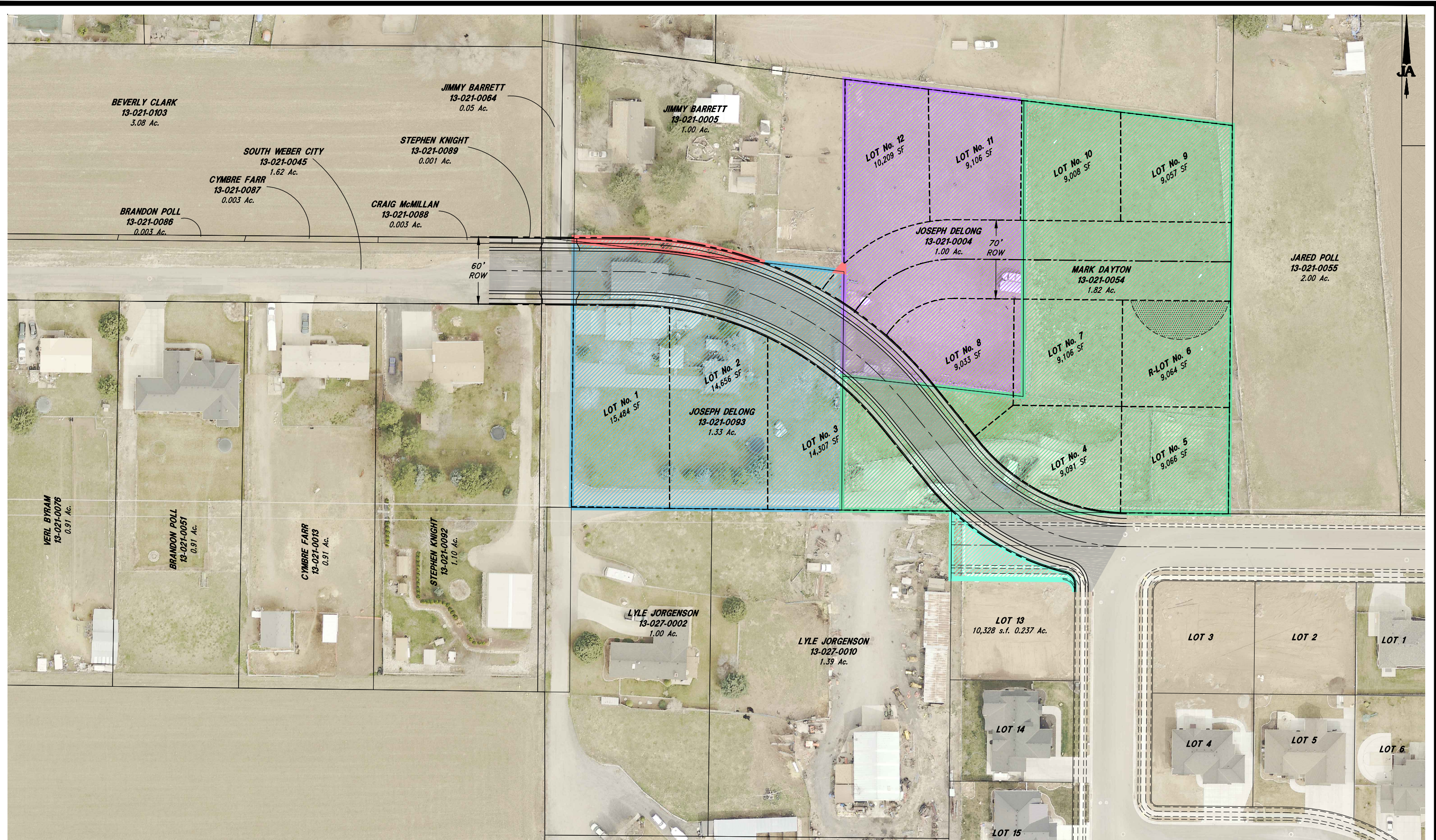
J.A. CONSULTING ENGINEERS
JONES & ASSOCIATES
 1716 East 5600 South
 South Ogden, Utah 84403
 ph - (801) 476-9767 fx - (801) 476-9768

SOUTH WEBER CITY CORPORATION
 6650 SOUTH - 475 EAST DEVELOPMENT

OPTION 5
4-WAY INTERSECTION

REV.	DATE	APPR.

SCALE:	BKJ	DESIGNED	TIME	BKJ	CHECKED
24" x 36"					
H:1" = 30'					
11" x 17"					
H:1" = 60'					



PROJECT ENGINEER			
DATE	REV.	DATE	APPR.
			FILE NAME: C:\

SCALE:
 HORZ.
 1" = 80'

DESIGNED BKJ
 DRAWN TWE
 CHECKED BKJ

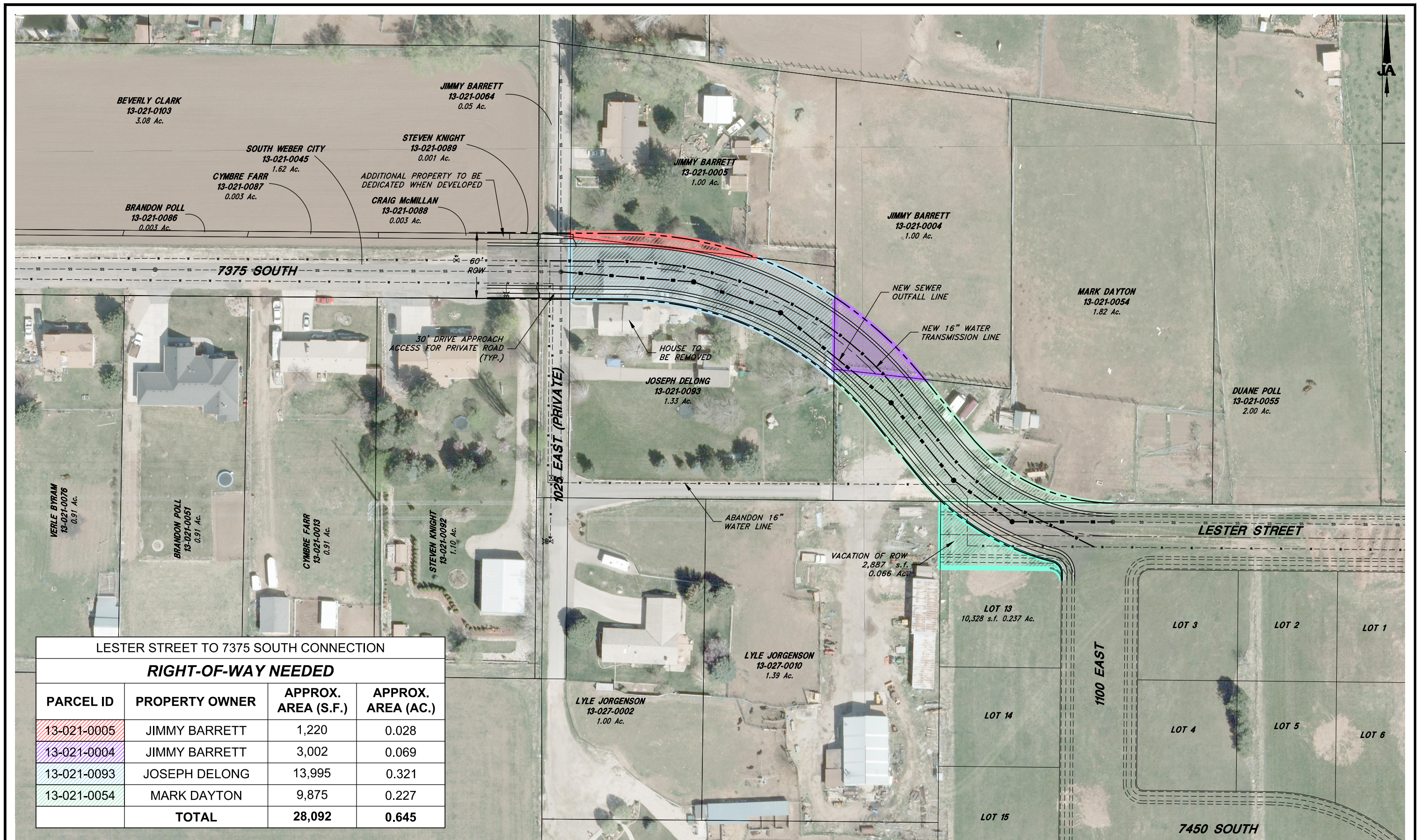
JA
JONES & ASSOCIATES

CONSULTING ENGINEERS

1716 East 5600 South
 South Ogden, Utah 84403 (801) 476-9767

SOUTH WEBER CITY CORPORATION
LESTER STREET TO 7375 SOUTH CONNECTION

DEVELOPMENT CONCEPT PLAN



LESTER STREET TO 7375 SOUTH CONNECTION

RIGHT-OF-WAY NEEDED

PARCEL ID	PROPERTY OWNER	APPROX. AREA (S.F.)	APPROX. AREA (AC.)
13-021-0005	JIMMY BARRETT	1,220	0.028
13-021-0004	JIMMY BARRETT	3,002	0.069
13-021-0093	JOSEPH DELONG	13,995	0.321
13-021-0054	MARK DAYTON	9,875	0.227
TOTAL		28,092	0.645

PROJECT ENGINEER			
DATE	REV.	DATE	APPR. FILE NAME: C:\

SCALE:
 HORZ.
 1" = 80'

DESIGNED BKJ
 DRAWN TWE
 CHECKED BKJ

JA
JONES & ASSOCIATES

CONSULTING ENGINEERS

1716 East 5600 South
 South Ogden, Utah 84403 (801) 476-9767

SOUTH WEBER CITY CORPORATION
LESTER STREET TO 7375 SOUTH CONNECTION

CONCEPT PLAN



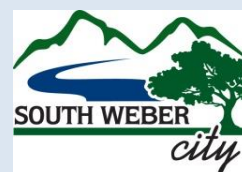
South Weber City Corporation

Posse Grounds Relocation

Budgetary Cost Estimate

Project Location: Kingston Drive

Date: July 27, 2017



Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Clear and grub vegetation	130,000	s.f.	\$0.05	\$6,500.00
2	Furnish and install arena material (6" thick)	2,025	ton	\$35.00	\$70,875.00
3	Furnish and install road base gravel (6" thick)	1,575	ton	\$20.00	\$31,500.00
4	Furnish and install 6' chain link fence	1,670	l.f.	\$28.00	\$46,760.00
5	Furnish and install wood rail fence	200	l.f.	\$40.00	\$8,000.00
6	Furnish and install top soil (4" thick)	15,000	s.f.	\$0.55	\$8,250.00
7	Furnish and install sod	15,000	s.f.	\$0.50	\$7,500.00
8	Furnish and install sprinkler system	15,000	s.f.	\$0.65	\$9,750.00
				Subtotal =	\$189,135.00
				10% (Contingency) =	\$18,913.50
				TOTAL =	\$208,048.50



CONSULTING ENGINEERS

1716 East 5600 South
South Ogden, Utah 84403 (801) 476-9767

SOUTH WEBER CITY CORPORATION
POSSIBLE POSSE GROUNDS RELOCATION

AREA 1 (KINGSTON DR.)

SHEET:
1
OF 1 SHEETS
0



CONSULTING ENGINEERS

1716 East 5600 South
 South Ogden, Utah 84403 (801) 476-9767

SOUTH WEBER CITY CORPORATION
POSSIBLE POSSE GROUNDS RELOCATION

AREA 2 (SOUTH WEBER DR.)

SHEET:

2

OF 1 SHEETS

0



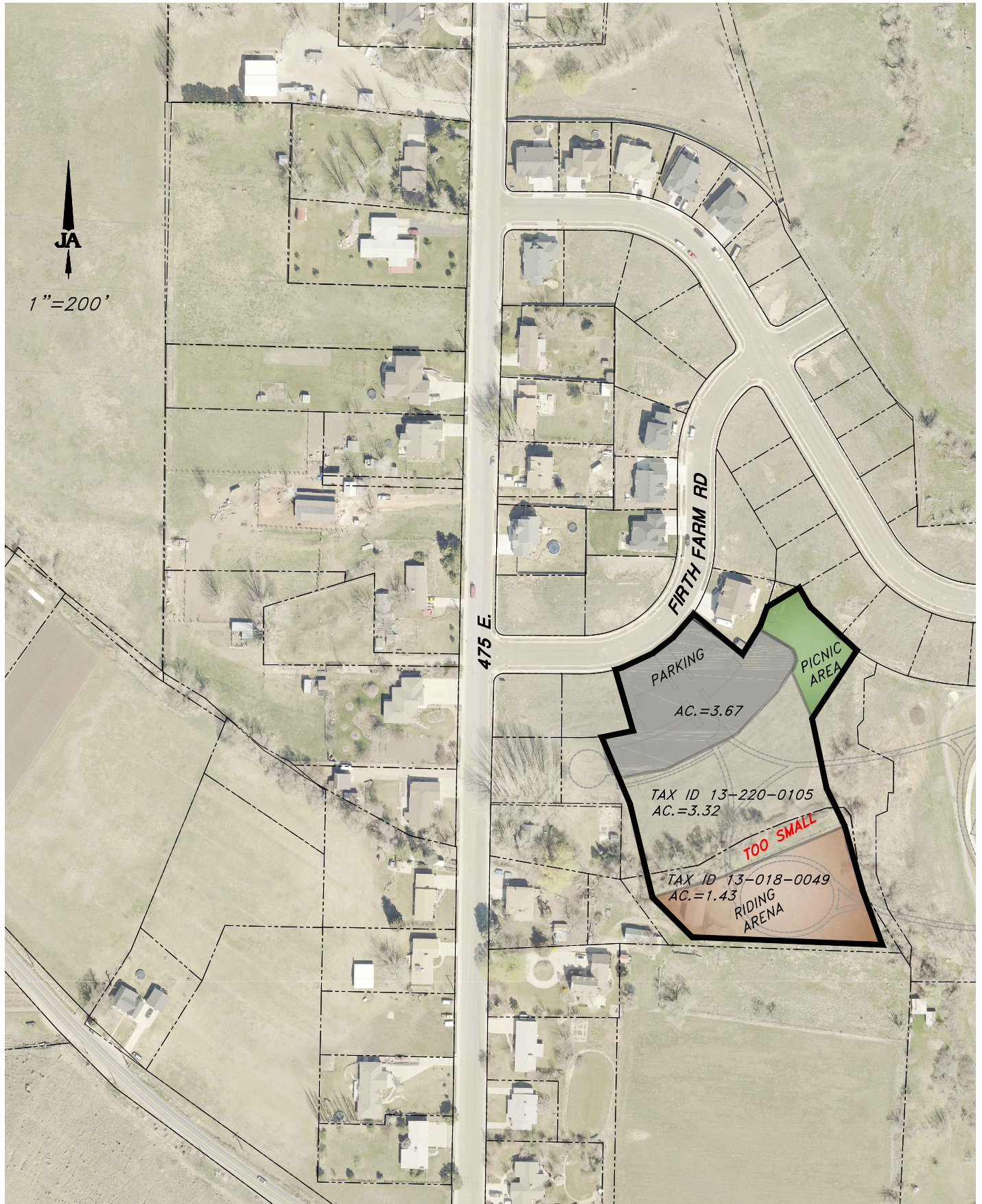
CONSULTING ENGINEERS

1716 East 5600 South
South Ogden, Utah 84403 (801) 476-9767

**SOUTH WEBER CITY CORPORATION
POSSIBLE POSSE GROUNDS RELOCATION**

AREA 3 (CANYON MEADOWS 1)

SHEET:
3
OF 1 SHEETS
0



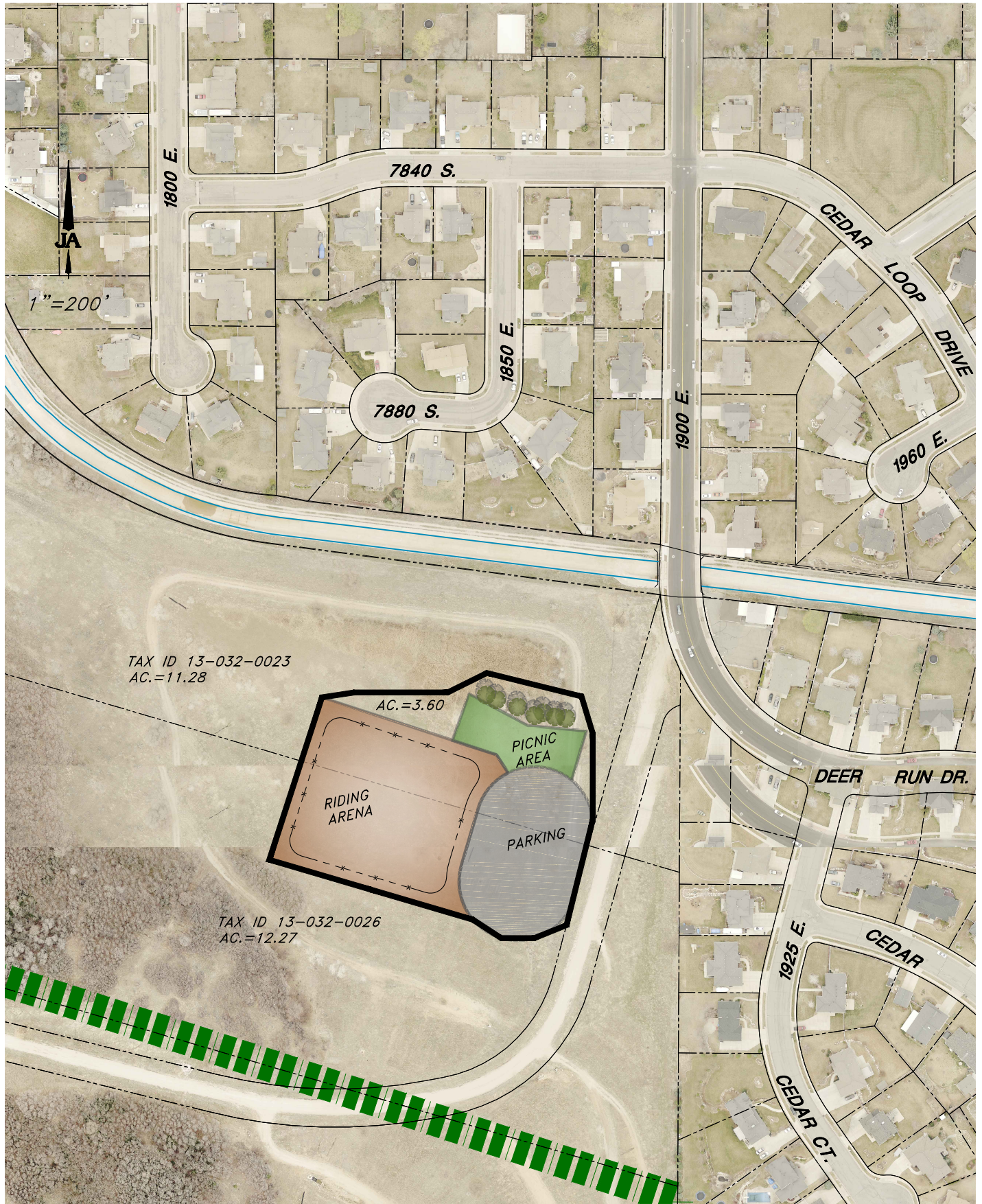
CONSULTING ENGINEERS

1716 East 5600 South
South Ogden, Utah 84403 (801) 476-9767

**SOUTH WEBER CITY CORPORATION
POSSIBLE POSSE GROUNDS RELOCATION**

AREA 4 (CANYON MEADOWS 2)

SHEET:
4
OF 1 SHEETS
0



CONSULTING ENGINEERS

1716 East 5600 South
 South Ogden, Utah 84403 (801) 476-9767

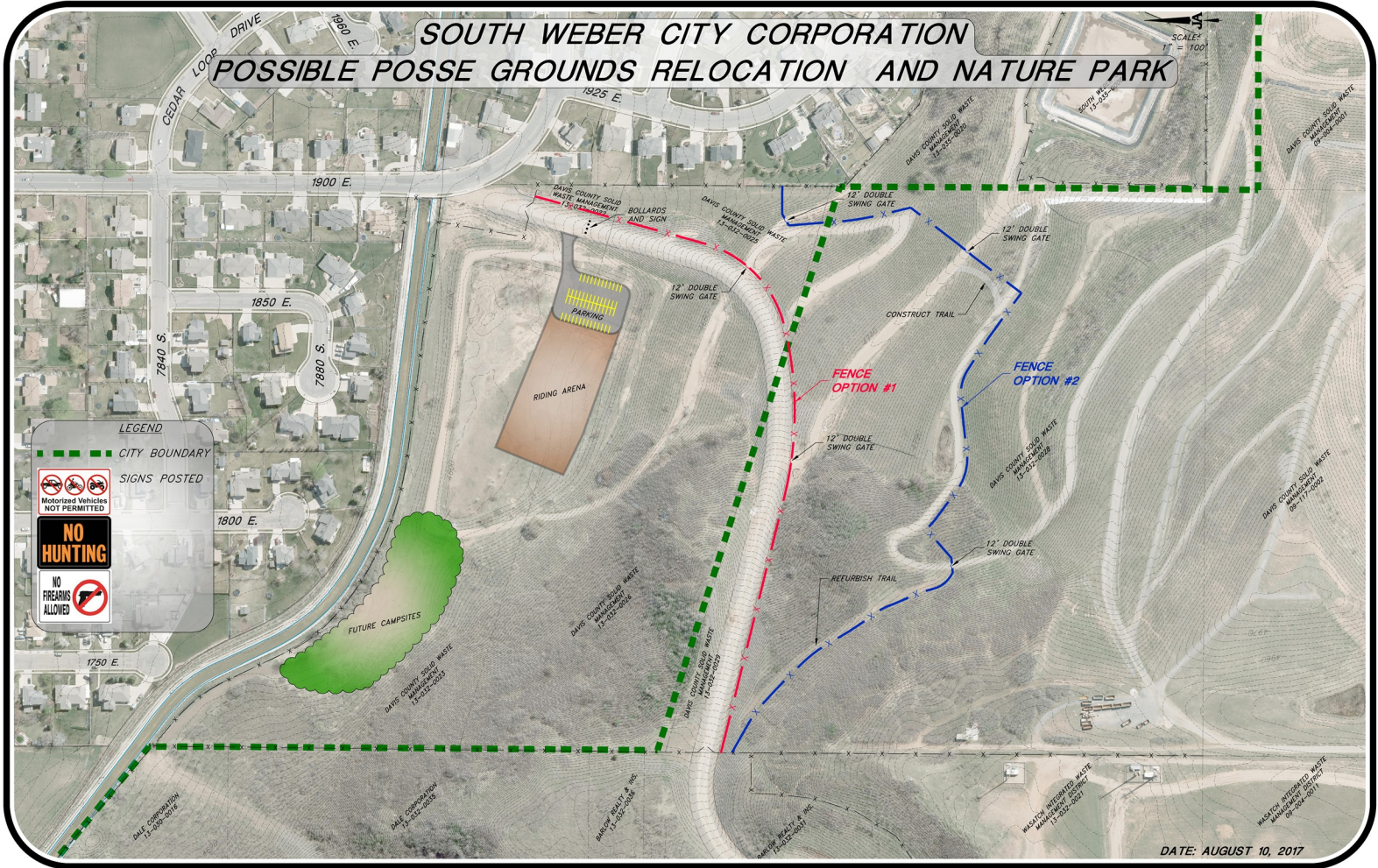
**SOUTH WEBER CITY CORPORATION
 POSSIBLE POSSE GROUNDS RELOCATION**

AREA 5 (1900 EAST)

SHEET:
5
 OF 1 SHEETS
 0

SOUTH WEBER CITY CORPORATION POSSIBLE POSSE GROUNDS RELOCATION AND NATURE PARK

SCALE:
1" = 100'



LEGEND

--- CITY BOUNDARY

SIGNS POSTED

NO HUNTING

NO FIREARMS ALLOWED

DATE: AUGUST 10, 2017

LEASE AGREEMENT

This Lease and Grant of Easement (Lease) is made and entered into this 9th day of SEPTEMBER, 2001 between Davis County Solid Waste Management and Energy Recovery Special Service District (doing business as Wasatch Energy Systems), a special service district created pursuant to Utah law (Landlord), and the City of South Weber, Utah, a Utah municipal corporation (Tenant).

RECITALS:

1. Landlord operates a non-hazardous solid waste disposal facility on certain tracts of land located in the city of Layton, Davis County, state of Utah (collectively called the Landfill Property).

2. Tenant desires to lease some of the Landfill Property for use as public recreational facilities, including a soccer field, bowery, and open space, among other possible uses. Tenant also desires to use certain water Landlord has rights to use. Landlord is willing to enter into such lease, on the condition the uses contemplated by Tenant do not interfere with the functioning of Landlord's storm water retention reservoir and the security of the active landfill area.

NOW, THEREFORE, the parties agree as follows:

1. Premises. In consideration of the rent to be paid and the covenants to be performed by Tenant, Landlord does hereby lease to Tenant, and Tenant hereby rents from Landlord, that parcel of land, generally shown on the site plan attached hereto as Exhibit A and legally described in Exhibit B attached hereto (the Premises).

2. Water Use. Tenant is also granted the right to use on the Premises water Landlord is entitled to use pursuant to its stock in the South Weber Water Improvement District, which is equivalent to up to about 33 acre feet of water. This water is available through the South Weber Water Improvement District's pressurized secondary water system. Any and all costs associated with connection and use of said water will be paid by the Tenant.

3. Physical Condition. Tenant shall take the Premises as is with respect to their physical condition without reliance upon any opinion or statement of Landlord or any agent or employee of Landlord not contained in this Lease. Landlord makes no covenant or warranty regarding the condition of the soil or subsoil or any other condition of the Premises.

4. Term. The term of this Lease is 20 years beginning on the date hereof and ending on the twentieth anniversary hereof, unless sooner terminated as provided in this Lease.

5. Renewal. If Tenant desires to renew the Lease at the end of the original lease term, it shall give Landlord notice in writing addressed to the Landlord's offices at least 180 days before the end of the Term. The parties agree that if such notice is given, they will use best efforts and cooperate in good faith to reach agreement on terms of a renewal. If Tenant gives written notice as provided herein, Landlord agrees that it will not attempt to negotiate terms of a lease for the Premises with any other person prior to the end of the original lease term.

6. Rent. Tenant shall pay, without abatement, deduction or offset, One Dollar (\$1.00) per year as annual rent, payable in advance, the first annual payment of \$1.00 being due on the date of this Lease and a like amount to be paid on each anniversary of the date hereof. It is understood that Landlord has agreed to this low rental amount because of Landlord's permitted use of Tenant's public recreational facilities, Tenant's willingness to maintain the Premises, and

Tenant's willingness to construct improvements and facilities to be consistent with Landlord's long-term plan for the use of its Landfill Property.

7. Taxes. Because both Landlord and Tenant are political subdivisions of the state of Utah, it is not anticipated that any taxes will be imposed with respect to the Premises or the improvements thereon. If such taxes are imposed, however, Tenant shall pay any real and personal property taxes, general and special assessments, privilege tax and any other charges of every description which may be levied on or assessed, during the term of this Lease, against the Premises, any improvements or personal property located on the Premises or the leasehold estate. Tenant shall furnish to Landlord at least ten days before the date when any such tax, assessment or charge would become delinquent, receipts or other appropriate evidence establishing their payment.

8. Construction and Use. Tenant shall use the Premises for the construction, operation and maintenance of certain public facilities, including a soccer field, bowery, and open space, among other uses that Tenant may determine to construct from time to time with Landlord's written permission, which shall not be unreasonably withheld. Because Tenant also contemplates public access to the Premises, Tenant, as requested by Landlord, shall also construct a fence, at a location and in a manner as approved by Landlord, on or near the border of the Premises with other Landfill Property for security and safety purposes to restrict and limit public access to parts of the Landfill Property not leased to Tenant. Tenant shall also be permitted to construct and install equipment or facilities designed to allow Tenant to use water pursuant to the rights granted hereby. Any structures for such purposes shall be built only on the Premises, but Tenant shall be allowed to lay pipes and valves, and other equipment, on other Landfill Property as will be agreed to with Landlord when construction plans are approved by Landlord. Once

construction is commenced, it shall be diligently pursued and promptly completed by Tenant. In designing and constructing the improvements, Tenant shall comply with all applicable laws including codes, ordinances, regulations and requirements for permits and approvals, and all work shall be performed in a good and workmanlike manner. Tenant shall pay the total cost and expense of the construction of all improvements and shall defend and indemnify Landlord against liability and loss of any type arising out of the work performed on the Premises by Tenant, together with reasonable attorney fees and all costs and expenses incurred by Landlord in negotiating, settling, defending, or otherwise protecting against such claims. This Lease, including Tenant's use of the Premises, shall be subject to applicable federal, state and local laws governing Landlord's landfill and energy recovery operations.

9. Construction Plans. At least 30 days before commencing construction, Tenant shall deliver to Landlord, for Landlord's approval (which approval shall not be unreasonably withheld), a set of construction plans and specifications for the improvements to be constructed by Tenant on the Premises, prepared by an architect or engineer licensed in Utah, including, but not limited to, grading and drainage plans and any soil tests that Tenant may have obtained. The parties understand that Landlord has a long-term plan for use of other portions of the Landfill Property as a system of trails and other recreational uses, some of which have been constructed. Tenant agrees to work with Landlord to develop construction plans that would allow the Premises to eventually tie in functionally and aesthetically with these uses planned for closed portions of the Landfill Property. Regarding structures, pipes, and other equipment designed to allow Tenant to use water, Tenant and Landlord shall cooperate in developing plans that will not interfere with the Landlord's operations.

10. Maintenance. Tenant shall, throughout the term, at Tenant's sole cost and expense, maintain the Premises and the improvements thereon in good condition and repair.

11. Gas Monitoring Equipment. Because methane gases may be produced in a landfill, Tenant will cause that any buildings and other enclosed structures constructed by Tenant on the Premises be properly vented to prevent any buildup of methane. Tenant will also permit Landlord to install and maintain appropriate monitors that measure the levels of gases within the buildings.

12. Landfill Buffer Zone. Tenant understands that the Premises are located in the buffer zone for Landlord's solid waste landfill. The landfill cells are located on the hill to the south of the Premises. Solid waste has been disposed of at the landfill for nearly 50 years. Also located on the top of the hill to the south of the Premises is a concrete reservoir owned and operated by the South Weber Water Improvement District (the Water District). The Landlord does not own and is not involved with the operations of the Water District. Because engineers suggested the slope leading to the Premises from the hill may be unstable during a significant earthquake, Landlord has done a significant amount of work to ensure, as best as practicable, the stability of the slopes. Landlord, however, cannot guarantee that during some catastrophic event, such as an earthquake, 100-year flood, or other act of God, the Premises will not be impacted, such as by slope movement, by flood waters, or by water from the Water District. Tenant assumes the risk of locating the planned public facilities on the Premises.

13. Ownership of Improvements. All improvements constructed on the Premises by Tenant as permitted by this Lease shall be owned by Tenant until the end of the Lease term.

14. Hazardous Substances. Tenant shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises and shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding sentence shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal maintenance of the Premises. Tenant shall indemnify and hold harmless the Landlord from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorney fees) caused by or arising out of a breach of the foregoing covenants in this paragraph. As used in this paragraph, Hazardous Substances are those substances defined as toxic or hazardous substances or wastes by any Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile or toxic solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, Environmental Law means federal, state and local laws and regulations applicable to the Premises that relate to health, safety or environmental protection.

15. Security. Landlord, for security purposes, shall have the right to maintain locked gates or other devices to restrict access by the public to its Landfill Property. Tenant shall have no rights to access other portions of the Landfill Property, except as agreed to with Landlord to install and maintain pipes and other equipment needed to use Landlord's water. Tenant shall cooperate with Landlord with regard to any devices or procedures established by Landlord to provide security. Tenant shall not install any pipes, conduits or wires under, upon, or over any roadways maintained by Landlord and shall not park vehicles on any roadways. Tenant shall not dispose of any waste material on Landlord's property, except through Landlord's employees during normal business hours and in accordance with Landlord's usual practices.

16. Use by Landlord. Tenant shall permit Landlord to utilize the Premises at no cost for the Landlord's events scheduled with Tenant according to Tenant's usual practices. Tenant shall also permit Landlord, at Landlord's sole cost and expense, to install, operate and maintain on the Premises, in a manner so as not to interfere with Tenant's operations on the Premises, surveillance cameras and any additional electronic equipment desired by Landlord for security or other purposes. Tenant shall provide Landlord with keys or other means of access as needed by Landlord to access Landfill Property through any fence or gate erected by Tenant.

17. Ownership at Termination. Unless Landlord elects otherwise, as provided in the next sentence, at the expiration of the term or sooner termination of this Lease, Tenant shall remove from the Premises all improvements and fixtures and restore the Premises to their original condition and all such property removed by Tenant shall continue to be owned by Tenant. However, Tenant may leave certain improvements and fixtures on the Premises, by providing notice and obtaining written agreement from the Landlord, at the sole discretion of the Landlord. Any such improvements and fixtures shall, without compensation to Tenant, then become Landlord's property free and clear of all claims to or against them by Tenant or any third person, and Tenant shall defend and indemnify Landlord against all liability and loss arising from such claims. Such notice, to take effect at the normal expiration of the term, shall be given at least 30 days before the expiration date. A notice, to take effect on any other termination of this Lease, shall be given concurrently with such notice of termination or within 30 days after such termination. Tenant shall comply with the notice before the expiration date, for normal termination, and within 30 days after the notice, for other termination. To the extent Tenant has a duty under this paragraph to remove improvements and fixtures, such duty includes, but is not

limited to, the duty to demolish and remove all foundations, fill all excavations, return the surface to grade, and leave the Premises safe and free from debris and hazards.

18. Public Liability Insurance. Throughout the term, at Tenant's sole cost and expense, Tenant shall keep in force, for the mutual benefit of Landlord and Tenant, comprehensive broad form general public liability insurance against claims and liability for personal injury, death or property damage arising from the use, occupancy, disuse or condition of the Premises or improvements thereon, providing protection of at least \$1,000,000 for bodily injury or death to any one person, at least \$3,000,000 for any one accident or occurrence, and at least \$300,000 for property damage. Such insurance shall be carried only in responsible insurance companies licensed to do business in Utah, and such policy shall be non assessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act or negligence of Landlord that might otherwise result in a forfeiture of the insurance, (2) the insurer waives the right of subrogation against Landlord and its agents and representatives, (3) the policy is primary and noncontributing with any insurance that may be carried by Landlord, and (4) the policy cannot be canceled or materially changed except after fifteen days notice by the insurer to Landlord. Tenant shall furnish Landlord with a copy of such policy promptly upon its receipt, with evidence of payment of the premium therefor. If Tenant fails to maintain such insurance or refuses to furnish Landlord with required proof that the insurance has been procured and is in force and paid for, Landlord shall have the right, at its election and without notice, to procure and maintain such insurance. The premiums paid by Landlord shall be treated as added rent due from Tenant with interest at 15% per annum, to be paid on the first day of the month following the date on which the premium was paid. Landlord

shall give prompt notice of the payment of such premium, stating the amount paid and the name of the insurer, and interest shall run from the date of the notice.

19. Covenant to Hold Harmless. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and damage to property arising out of any occurrence upon or at the Premises or from the occupancy or use by Tenant or the public of the Premises, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants or invitees. This hold harmless and indemnification agreement also extends to any claims or actions arising from injuries, damages, or other liability caused by a catastrophic event that causes damage to or even destruction of the Premises or Tenant's improvements thereon. If it becomes necessary for Landlord to defend any action seeking to impose any such liability, whether or not suit is filed, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in defending itself or enforcing the covenants and agreements of this Lease.

20. Default of the Tenant. In the event of any failure by the Tenant to pay any rent due hereunder within ten days after the same shall be due, or failure to perform any of the other terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than fifteen days after written notice of such default shall have been given to Tenant, or if Tenant shall abandon the Premises, then the Landlord, in addition to other rights and remedies it may have, shall have the right to declare this Lease terminated and the Lease term ended and shall have the immediate right of reentry and may remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant without notice or resort to legal process and without being deemed

guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the worth at the time of such termination of the excess, if any, of the amount of rents for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the Lease term, all of which amounts shall be immediately due and payable from Tenant to Landlord. Notwithstanding any such termination of this Lease because of Tenant's breach as referred to above, Tenant shall continue liable for the removal of the improvements and other property and restoration of the Premises, at Landlord's election.

21. Legal Expenses. In case of default by either party in the performance of this Lease, the defaulting party shall pay all costs incurred in enforcing this Lease, or any right arising out of the breach thereof, whether by suit or otherwise, including reasonable attorney fees.

22. Landlord's Lien. Tenant hereby grants to Landlord a lien upon the improvements, fixtures, equipment and other personal property of Tenant located on the Premises to secure full and faithful performance of all of the terms of this Lease.

23. Holding Over. Any holding over after the expiration of any term hereof shall be construed to be a tenancy at will at the rent rate herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable, and shall not constitute an extension of this Lease.

24. Assignment; Successors. Tenant shall not assign this Lease or sublet the Premises.

25. Waivers. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit,

privilege or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Lessee other than default in the payment of the particular rental payment so accepted, regardless of Lessor's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after termination constitute a reinstatement, extension, or renewal of the Lease or revocation of any notice or other act by Landlord.

26. Entire Agreement. This Lease contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. No subsequent amendment or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by each party.

27. Force Majeure. Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Lease for the payment of rent. The causes referred to above are strikes, lockouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of this state or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease), or other causes beyond the reasonable control of the party obligated to perform.

28. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease may be personally delivered or sent by United States

mail to the other party at the address set forth below (or at such other address as either party may hereafter designate by written notice).

To Landlord: Wasatch Energy Systems
Attn: Nathan B. Rich, Executive Director
650 E. Highway 193
Layton, UT 84041

To Tenant: City of South Weber, Utah
1600 E. South Weber Drive
South Weber, UT 84405

Any notice sent by United States registered or certified mail, return receipt requested, shall be deemed given when deposited in the United States mail, postage prepaid. Notice sent in any other manner shall be deemed given only when actually delivered at the specified address.

29. Captions. The captions of the various paragraphs of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Lease or of any part of this Lease.

30. Recording. Tenant shall not record this Lease without the written consent of Landlord. However, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Lease for the purposes of recordation. Said memorandum shall describe the parties, the Premises, the term, any special provisions, and shall incorporate this Lease by reference.

31. Partial Invalidity. If any term of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. Warranty of Authority. The individuals signing this Lease for Landlord and for Tenant each warrants, by his signature, that he has full authority to enter into this Lease in behalf of the party for whom he signs.

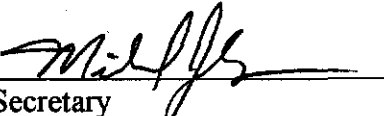
33. Time of Essence. Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

34. Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or to perform any act after the expiration or other termination of this Lease shall survive such expiration or other termination.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

LANDLORD: DAVIS COUNTY SOLID WASTE MANAGEMENT
AND ENERGY RECOVERY SPECIAL SERVICE
DISTRICT (doing business as WASATCH
ENERGY SYSTEMS)

ATTEST:


Secretary

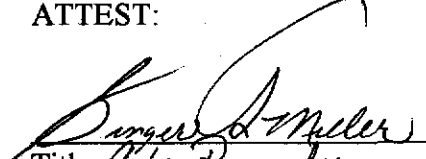
By: 
Nathan B. Rich

Title: EXECUTIVE DIRECTOR

TENANT:

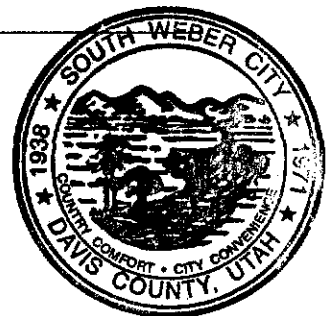
CITY OF SOUTH WEBER, UTAH

ATTEST:


Title: City Recorder

By: 
Name:

Title: MAYOR





November 1, 2001

Attn: KIM AITKEN
S.L. ORGANIZING COMMITTEE 2001
299 S MAIN ST STE 1300
SALT LAKE CITY UT 84145-0002

CERTIFICATE OF INSURANCE

This will certify that:

GREEN VALLEY RECYCLE & COMPOST
5617 WOOD LANE
MINNEAPOLIS MN 55436

Policy Number 2251435

has an active Workers Compensation and Employers Liability policy in accordance with the provisions of the Utah Workers Compensation Act for the period 5/25/2001 to 5/24/2002.

If the policy is cancelled prior to the policy expiration date of 5/24/2002 you will be notified.

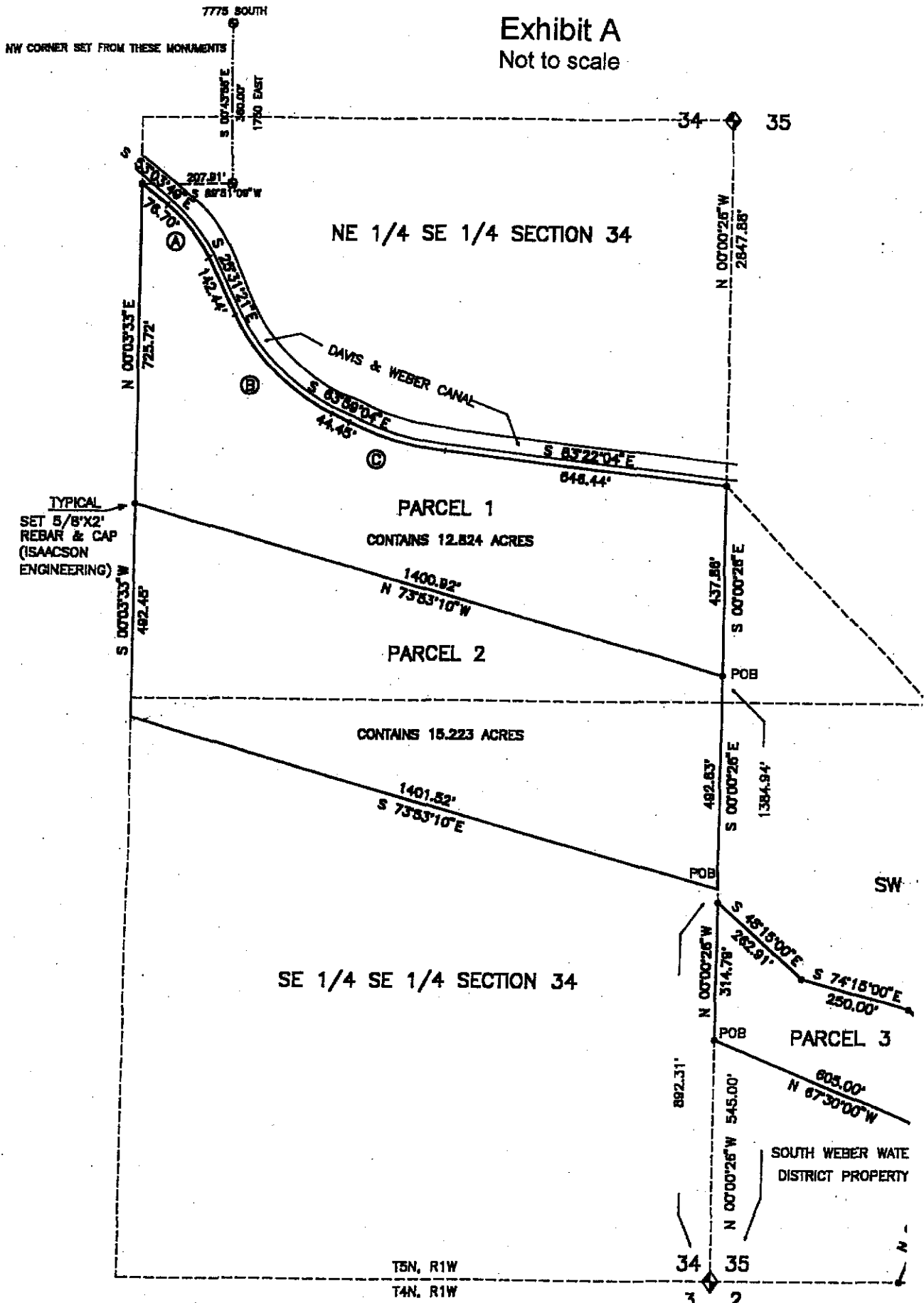
Employer's Liability:

Each Accident:	100,000
Disease - Policy Limit:	500,000
Each Employee:	100,000

Job Reference:
CONTRACT # EVIR008

This certificate does not amend, extend or alter the coverage afforded by the policy.

Exhibit A
Not to scale



Source: Survey March 28, 1995 by Jerry Isaacson, Isaacson Engineering & Surveying, Kaysville, Utah for Davis County Solid Waste Management and Energy Recovery Special Service District, Davis County, Utah

Exhibit B

DESCRIPTIONS

PARCEL 1

BEGINNING AT A POINT WHICH IS N0°00'26"W 1384.94 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N73°53'10"W 1400.92 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, THENCE N0°03'33"E 725.72 FEET ALONG SAID WEST LINE TO THE SOUTHERLY LINE OF THE DAVIS AND WEBER CANAL, THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING 7 CALLS; S53°03'49"E 76.70 FEET AND ALONG THE ARC OF A 324.21 FOOT RADIUS CURVE TO THE RIGHT 155.84 FEET (THE LONG CHORD BEARS S39°17'35"E 154.35 FEET) AND S25°31'21"E 142.44 FEET AND ALONG THE ARC OF A 478.39 FOOT CURVE TO THE LEFT 321.13 FEET (THE LONG CHORD BEARS S44°45'13"E 315.14 FEET) AND S63°59'04"E 44.45 FEET AND ALONG THE ARC OF A 683.10 FOOT RADIUS CURVE TO THE LEFT 231.09 FEET (THE LONG CHORD BEARS S73°40'34"E 229.99 FEET) AND S83°22'04"E 646.44 FEET TO SAID SECTION LINE, THENCE S0°00'26"E 437.88 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 12.824 ACRES

PARCEL 2

BEGINNING AT A POINT WHICH IS N0°00'26"W 892.31 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N0°00'26"W 492.63 FEET ALONG SAID SECTION LINE, THENCE N73°53'10"W 1400.92 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34, THENCE S0°03'33"W 492.45 FEET ALONG SAID WEST LINE, THENCE S73°53'10"E 1401.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.223 ACRES

Meeting w/ Nathan Rich Aug. 30, 2006

Mayor asked Nathan to see if WIWM will be willing to renew the lease and make it for another 20-25 years.

Nathan discussed perhaps using this area as a route to connect 1900 E. with the Fairfield loop via Layton.

Matt was going to review Leachate Discharge Volume request and get back w/ Nathan after speaking with Tim Petty.

Mayor and Council should review agreement and be sure still includes everything the City wants.

Staker Parson/DWR

Aug. 30, 2006

<u>Name</u>	<u>Org.</u>	<u>Phone</u>
Matt Dixon	SWC	479-3177
Jeff Monroe	SWC	" "
Dik Maxfield	S&P	409-2404
Edd Budge	SWC	476-4445
Pam Kramer	VDWR	476-2775
Randy Anderson	Staker + Parson	514-9891
Joe Gertge	SWC	479-0336



October 24, 2001

Mayor Henry Dickamore
1600 East South Weber Drive
South Weber, Utah 84405

Dear Mayor Dickamore,

Enclosed you will find two copies of the Lease Agreement for the proposed South Weber Park. If everything is acceptable to you, please sign and return both copies. If you have any questions, please don't hesitate to call me at 771-5661 ex. 13. I look forward to hearing from you.

Sincerely,

Wasatch Energy Systems

A handwritten signature in black ink, appearing to read "Nathan Rich".

Nathan Rich, P.E.
Executive Director

Cc: Ron Chandler

NBR:jlw

Leinger:
Everything appears
to be fine.

Ron

*Mayor
p/s sign*