

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, 21th August 2018** at the **City Council Chambers, 1600 E. South Weber Dr.**, commencing at **6:00 p.m.**

COUNCIL MEETING

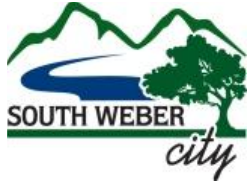
1. Pledge of Allegiance: Council Member Taylor
2. Prayer: Council Member Halverson
3. Approval of Consent Agenda
 - a.
4. Public Comment:
 - a. Please state your name and address
 - b. Please keep public comments to 3 minutes or less per person
 - c. Please address the entire city council
 - d. City council will not respond during the public comment period
5. Discussion regarding updated Air Installations Compatible Use Zones Study with Hill Air Force Base
6. **ORD. 18-05:** Amendment to City Code regarding Pre-school/Day Care Conditional Use (Sections 10.07.040 and 10.71.3)
7. **RES. 18-45:** Approval of Cooperative Agreement between UDOT and South Weber – SR60; Drainage Improvements at MP 4.75
8. 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 4. UTAH PUBLIC NOTICE WEBSITE www.pmn.utah.gov 5. EACH MEMBER OF THE GOVERNING BODY 6. THOSE LISTED ON THE AGENDA

DATE: August 16, 2018


CITY RECORDER: Mark McRae

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



Council Meeting Date: August 21, 2018

Name: David Larson

Agenda Item: #5

Objective: Discussion with HAFB Regarding Recently Completed Air Installations Compatible Use Zones Study

Background: The Air Force recently completed an updated Air Installations Compatible Use Zones (AICUZ) Study. The Study contains a summary of the affected area around the base and outlines the location of runway Clear Zones, aircraft Accident Potential Zones, noise contours, and recommendations for development compatible with military flight operations.

Adjustments made to the noise contours specifically may have a direct impact on development within South Weber City. HAFB representatives are here to discuss the study methodology and results, and answer any questions the Mayor/Council may have.

Summary: Discuss the updated AICUZ

Committee Recommendation: na

Planning Commission Recommendation: na

Staff Recommendation: na

Attachments: Updated AICUZ Map

Budget Amendment: na

Recommended Land Use Compatibility

Generalized Land Use Category ³	Noise Zone (dB DNL)						CZ	APZ I	APZ II
	<65	65-69	70-74	75-79	80-84	85+			
Residential	Yes	No ¹	No ¹	No	No	No	No	No	No
Commercial	Yes	Yes	Yes ²	Yes ²	No	No	No	Yes ²	Yes ²
Industrial	Yes	Yes	Yes	Yes	Yes ²	No	No	Yes ²	Yes ²
Public/Quasi-Public	Yes	Yes ²	Yes ²	Yes ²	No	No	No	No	Yes ²
Recreation	Yes	Yes ²	Yes ²	No	No	No	No	Yes ²	Yes ²
Open/Agriculture/ Low Density	Yes	Yes ²	Yes ²	Yes ²	Yes ²	Yes ²	No	Yes ²	Yes ²
Undesignated	Yes	No	No	No	No	No	No	No	No

Source: Adapted from AFI 32-7063

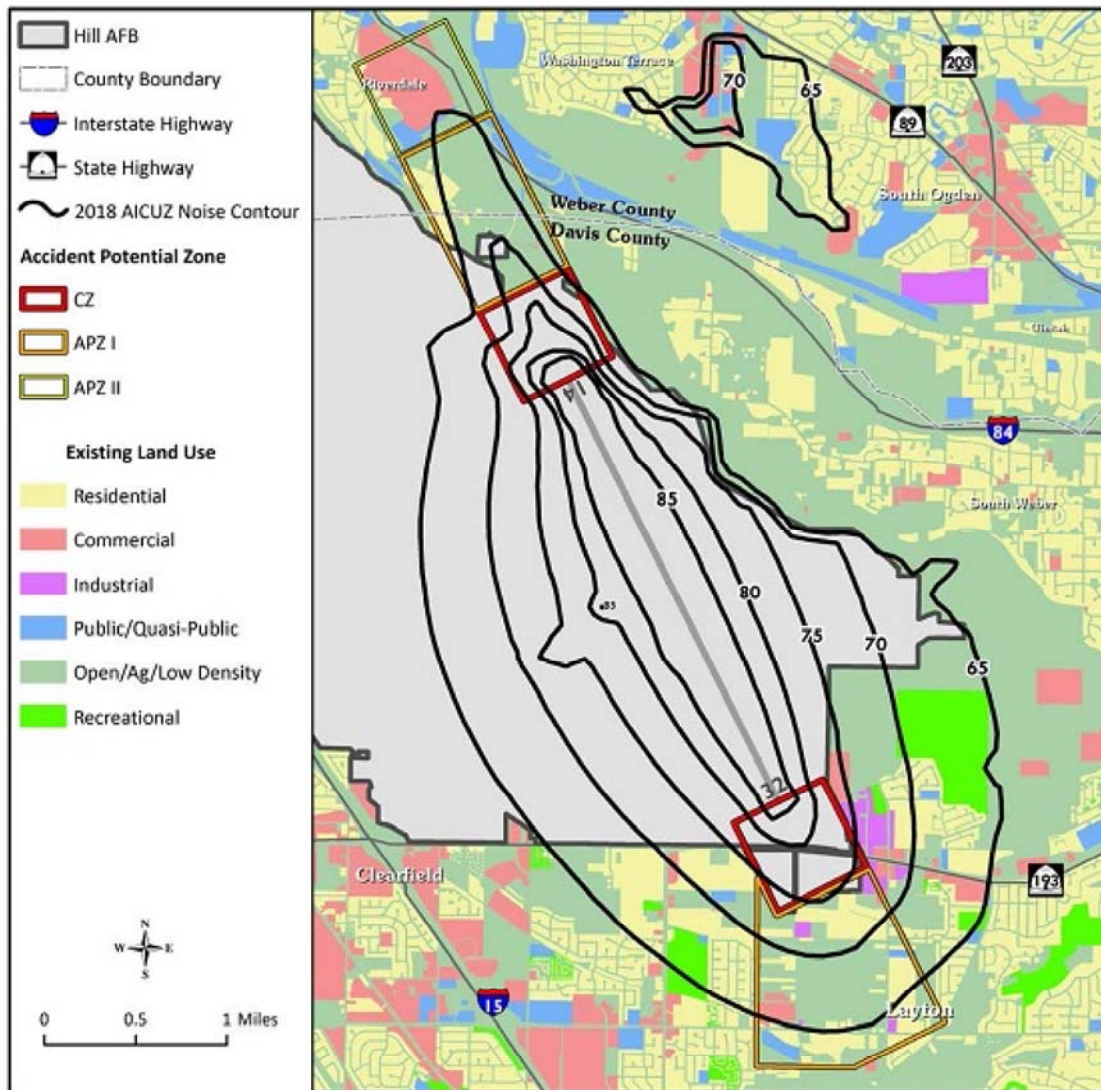
¹ Incompatible with exceptions

² Compatible with restrictions

³ Refer to AICUZ Study Appendix A for details

Key: Compatible ■ Incompatible ■

More detailed information can be found in the 2018 Hill AICUZ Study.





Community and Economic Development

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

August 2, 2018

PROPOSED PRE-SCHOOL/DAY CARE CONDITIONAL USE AMENDMENT

10.07.040 Residential Zones

- A. Application Procedures: Application for a conditional use permit shall be made by the property owner or certified agent thereof to the planning commission. Any person seeking a conditional use permit shall first submit a complete application to the planning commission and pay the associated fees as stated in the current adopted fee schedule. An application shall be deemed complete when all documents required by the current applicable application form and checklist, including the fee, have been submitted to the city.
- B. Public Notification: The applicant shall provide a list of the names and addresses of all property owners within three hundred feet (300') of the property on which the conditional use is to be located. Written notice shall be given to those on the list.

C. Approval:

1. City Staff: The designated City staff person shall have authority to approve, approve with conditions or deny a conditional use application for preschools and/or daycare centers in residential dwellings. No public hearing will be required; however, notification to property owners within three hundred feet (300') shall be given and fourteen (14) day comment period allowed prior to a decision being rendered. No approval shall be granted unless the zoning administrator is satisfied that the applicant will meet all the conditions as set forth in this chapter. Upon approval, a permit shall be issued which states the permitted conditional use and any special conditions that apply thereto.

2. Planning Commission: The planning commission shall approve as presented, approve with conditions, deny the conditional use or table the issue to a future date and time. No approval shall be granted unless the planning commission is satisfied that the applicant will meet all the conditions as set forth in this chapter. Upon approval, a permit shall be issued which states the permitted conditional use and any special conditions that apply thereto.

- D. Application Expiration: The application shall expire six (6) months from the date of initial application. Upon expiration, the applicant shall be required to reapply and pay all associated fees. The applicant may request a six (6) month extension due to extenuating circumstances out of the control of the applicant.

10.7A.3 Conditions Required

Add the following:

- K. The applicant shall provide a floor plan and site plan indicating what areas of the home and/or lot are to be used for the business.



Davis
COUNTY

Community and Economic Development

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

Telephone: (801) 451-3279- Fax: (801) 451-3281

Barry Burton/Director

L. The applicant must comply with all State of Utah requirements for day care/preschools.

SOUTH WEBER CITY

ORDINANCE 18-06

AMENDMENT TO PRE-SCHOOL/DAY CARE CONDITIONAL USE

Whereas, the Planning Commission proposes that pre-schools and day cares should continue to be conditional use in residential zones; and

Whereas, the full body of the Planning Commission can be intimidating to residents applying for these permits; and

Whereas, the state of Utah does a superior job of licensing these centers with strict regard to child safety; and

Whereas, City Staff believes these uses should be handled administratively; and

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

SECTION 1: AMENDMENT “10.07.040 Residential Zones” of the South Weber Municipal Code is hereby *amended* as follows:

A M E N D M E N T

10-07-040 Residential Zones

C. Approval:

1. City Staff: The designated City Staff shall have authority to approve, approve with conditions or deny a conditional use application for preschools and/or daycare centers in residential dwellings. No public hearing will be required; however, notification to property owners within three hundred feet (300') shall be given and fourteen (14) day comment period allowed prior to a decision being rendered. No approval shall be granted unless the zoning administrator is satisfied that the applicant will

meet all the conditions as set forth in this chapter. Upon approval, a permit shall be issued which states the permitted conditional use and any special conditions that apply thereto.

SECTION 2: ADOPTION “10.7A.3 Conditions Required, Items K and L” of the South Weber Municipal Code is hereby *adopted* as follows:

ADOPTION

10.7A.3 Conditions Required

K. A Floor plan and a site plan showing the areas within the home and yard to be used for the business are to be provided. (This can be a simple single-line drawing.)

L. The business must comply with all state of Utah requirements for daycares and preschools.

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

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 DRAINAGE AGREEMENT
South Weber Drive at Skyhaven Cove

Date: August 16, 2018

BACKGROUND

The City turned in a Safety Sidewalks application to UDOT earlier this spring for funding to build a sidewalk along the south side of South Weber Drive in front of the three homes west of 1200 East. UDOT responded and asked about the cost of extending the sidewalk further west to connect with the existing sidewalk in front of the homes on the south side of South Weber Drive at Skyhaven Cove. The cost estimate was revised and re-submitted to UDOT. However, the work had to expand to include new curb & gutter, pavement widening, and storm drain piping in order to make the larger project work. Unfortunately, the cost for this larger project was more than the available funding from UDOT for Safety Sidewalks.

It was suggested that the City investigate if all or some of the work could be done as part of the mill and overlay project that UDOT was doing on South Weber Drive in the summer of 2019. The City has been working with UDOT since to see what could be done. The mill and overlay project on South Weber Drive is a maintenance project and the funding only allows for 1% of the project cost to be spent on improvements. This dollar figure does not come close to covering the cost for the sidewalk, curb & gutter and storm drain needed to do the complete project. As a result, the scope of work was reduced. UDOT agrees that there is value in doing at least the storm drain portion of the project prior to the road being overlaid. Therefore, the following terms are being proposed.

UDOT agrees to:

- Reimburse the City for “actual costs up to/not to exceed \$110,000” to do the storm drain work.

South Weber City agrees to:

- Officially accept the collected storm water into the City's storm drain system. (Note: the majority of the storm water being collected is already draining into the City's system. The additional amount is negligible.)
- Design, bid, and construct the project prior to April 2019.
- Be responsible for any costs above the \$110,000. (The current cost estimate including contingency and engineering is \$120,000.)

RECOMMENDATION

We would recommend that the City approve the proposed agreement. This would mean that the design would be completed and the project bid out as soon as possible. The results of the bidding would be brought to the City Council for award of the contract. Construction would commence as soon as possible. The project is small in scope. It is anticipated that 30 days to complete the work is sufficient.

SOUTH WEBER CITY

1. APPROVAL OF COOPERATIVE AGREEMENT BETWEEN UDOT AND SOUTH WEBER –SR60; DRAINAGE IMPROVEMENTS AT MP 4.75

Whereas, in the interest of public safety, it is the desire of the parties hereto to maintain the road and storm drainage on SR60 – South Weber Drive;

Whereas, the road surface's is scheduled for maintenance by UDOT in 2019;

Whereas, both parties desire to eliminate the ponding on SR60 at Skyhaven Cove;

Whereas, it is in the best interest of both parties to resolve the drainage problem prior to UDOT's road 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** "18-45 Approval of Cooperative Agreement between UDOT and South Weber – SR60; Drainage improvements at MP 4.75 of the South Weber Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

Resolution 18-45 Approval of Cooperative Agreement between UDOT and South Weber – SR60; Drainage improvements at MP 4.75 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: SR60; Drainage improvements at MP 4.75 as attached.

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

	AYE	NAY	ABSENT	ABSTAIN
Blair Halverson	_____	_____	_____	_____
Kent Hyer	_____	_____	_____	_____
Angie Petty	_____	_____	_____	_____
Merv Taylor	_____	_____	_____	_____
Wayne Winsor	_____	_____	_____	_____

Jo Sjoblom, Mayor, South Weber City

Attest

Mark McRae, Recorder, South Weber City



**State of Utah
Department of Transportation**

<p>Cooperative Agreement Local Agency Performing Work for UDOT</p>	<p>Project Description: SR60; Drainage Improvements at MP 4.75 Local Agency: South Weber City</p>	<p>Estimated value of scope of work \$110,000.00</p>
<p>Pin:17010 Job/ Project:S-0060(11)5</p>		<p>Date Executed</p>

THIS AGREEMENT, made and entered into on the 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**.”

UDOT requested that the Work be included in the Local Agency's Project. Subject to the attached provisions, **Local Agency** will include the following items into its Project. Unless the parties agree to a lump sum, upon signing this Agreement, **UDOT** agrees that the costs shown are estimates and that it will be responsible for paying the actual costs associated with these items, based on unit bid prices, and actual quantities placed. If a lump sum payment is specified, **UDOT** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

The main purpose of this project is to eliminate the ponding at the west end of the existing curb and gutter on SR-60 at Skyhaven Cove (see EXHIBIT B plan sheet.) The Local Agency will install storm drain connections on SR-60 to connect into the Local Agency's storm drain system. In consideration of the Local Agency being willing to take all of the flow from SR-60 un-detained, UDOT will pay to have the piping installed. UDOT will pay actual costs up to/not to exceed \$110,000.00 (See EXHIBIT A estimate). This will improve safety and prolong the life of the pavement.

Costs to include:

<p>LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT (Fill in only if actual cost approach is not used.)</p>	<p>\$110,000.00</p>
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Project Completion Date: prior to April 2019

Billing must be submitted within 3 months of work completion date.

If the actual costs exceed the agreed maximum total cost, **Local Agency** will immediately notify **UDOT** and **UDOT** can determine whether to reduce the scope of Work or continue with the Work at the increased cost. Once final **UDOT** signoff has occurred, the **Local Agency** will submit the receipts of payments for the Work to the **UDOT** Region office. **UDOT** will process the payment of the committed amount or the direct costs of approved activities, whichever is less, within 45 days and send a check to the **Local Agency**.

Total Estimated Reimbursement to the Local Agency is \$110,000.00

Provisions

Local Agency will include the UDOT's Work provided UDOT pays the actual costs incurred for the Work. Local Agency's contractor will

perform the Work described in this Agreement in accordance with UDOT's plans and specifications. Local Agency will notify UDOT two weeks in advance prior to starting the Work so UDOT may inspect the Work. UDOT has the right to inspect the Work but may choose not to

exercise this right. Regardless of any inspection by UDOT, Local Agency is still required to construct the Work in accordance with the plans and specifications. UDOT, through its inspection of the Work, will provide Local Agency with information addressing any problems or concerns UDOT may have with acceptance of said Work. Upon completion of the Work, the Local Agency will contact UDOT for a final review and inspection. UDOT reserves the right to withhold payment unless the Work is completed to UDOT standards and specifications. The Local Agency has the right to correct any deficiencies in a timely manner and resubmit the Work for inspection and approval.

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 by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

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. Written notice of intent to terminate is required and shall specify the reasons for termination. If a party fails to cure the breach, the other party may terminate this Agreement.

- c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

III. Maintenance:

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

IV. Payment and Reimbursement to Local Agency:

UDOT shall be responsible for all actual costs associated with the Work described in this Agreement up to the maximum total cost or lump sum. The Local Agency must submit the billing within 3 months of the Work completion date.

V. Change in Scope and Schedule:

If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. In the event there are changes in the scope of the Work, extra work, or changes in the planned Work covered by this Agreement, a modification to this Agreement must be approved in writing by the parties prior to the start of work on the changes or additions.

VI. Environmental Compliance

The Local Agency will assure compliance of the Project with all applicable state and federal environmental statutes, regulations, rules, and permitting requirements.

VII. 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.

This Agreement may be executed in counterparts by the parties.

VIII. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 2, 2015.

[South Weber City]				Utah Department of Transportation			
By		Date		By		Date	
David Larson, City Manager South Weber City				[Daryl Ballantyne, 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			

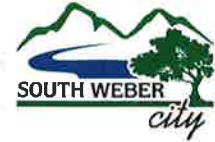


South Weber City Corporation

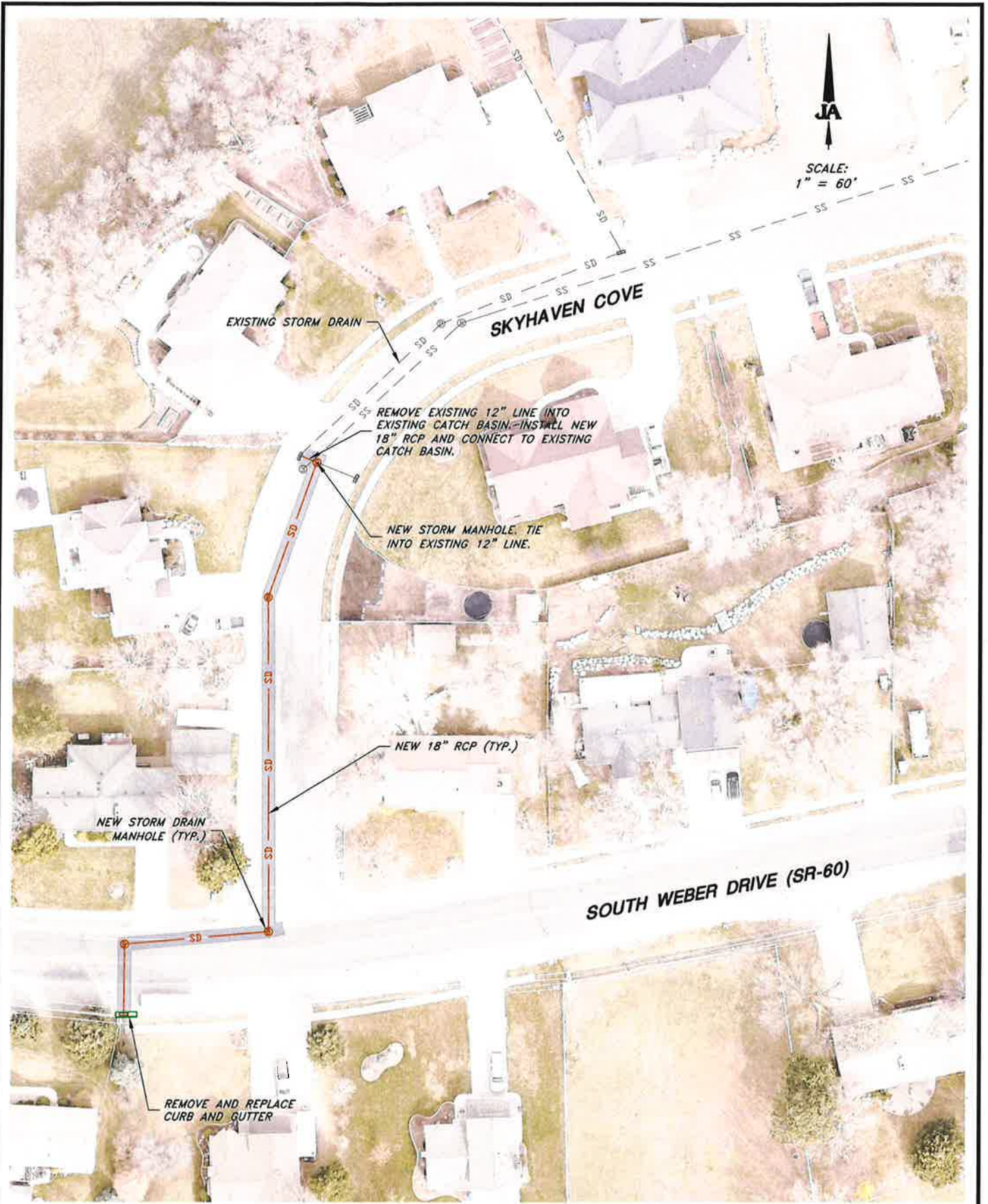
SR-60 Drainage at Skyhaven Cove

Budgetary Estimate

Date: August 3, 2018



Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	L.S.	\$12,000.00	\$12,000.00
2	Traffic Control	1	L.S.	\$7,000.00	\$7,000.00
3	Remove curb & gutter	20	l.f.	\$15.00	\$300.00
4	Remove asphalt (4" depth) - City ROW	1,360	s.f.	\$2.00	\$2,720.00
5	Remove asphalt (6"-8" depth) - UDOT ROW	700	s.f.	\$4.00	\$2,800.00
6	Sawcut asphalt (4"-8" depth)	750	l.f.	\$4.50	\$3,375.00
7	Landscape repair	1	L.S.	\$800.00	\$800.00
8	New 18" RCP - City ROW	215	l.f.	\$80.00	\$17,200.00
9	New 18" RCP - UDOT ROW	125	l.f.	\$100.00	\$12,500.00
10	New UDOT Standard single inlet box	1	ea.	\$3,500.00	\$3,500.00
11	New UDOT Standard manhole	2	ea.	\$6,500.00	\$13,000.00
12	New City Standard manhole	2	ea.	\$4,000.00	\$8,000.00
13	New UTBC under concrete (4" thick).	2	ton	\$200.00	\$400.00
14	New UDOT Standard Type B1 Curb & Gutter	20	l.f.	\$60.00	\$1,200.00
15	City Standard UTBC (12" thick) - 1,360 s.f.	110	ton	\$30.00	\$3,300.00
16	City Standard HMA (4" thick) - 1,360 s.f.	38	ton	\$100.00	\$3,800.00
17	UDOT Standard Flowable Fill in trench	75	c.y.	\$150.00	\$11,250.00
18	UDOT Standard HMA (8" thick) - 700 s.f.	40	ton	\$140.00	\$5,600.00
				SUBTOTAL =	\$108,745.00
				10% Contingency & Engineering =	\$10,874.50
				TOTAL =	\$119,619.50



SCALE:
1" = 60'

JA
JONES & ASSOCIATES
 CONSULTING ENGINEERS
 6080 Fashion Point Drive South Ogden, Utah 84403
 (801) 476-9767 www.jonescivil.com

SOUTH WEBER CITY CORPORATION
SR-60 DRAINAGE AT SKYHAVEN COVE
CONCEPT PLAN

SHEET:
1
 OF 1 SHEETS
 0