

**RESOLUTION 24-07**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPROVING A SETTLEMENT AGREEMENT WITH THE PETTYS**

**WHEREAS**, the Petty Family requested compensation for damage to their pond and property which they believed was a result of the East Bench Transmission Line Project; and

**WHEREAS**, city officials walked the property several times to understand the full extent of the petition and received a bid from a local contractor to assess an appropriate charge for repairs; and

**WHEREAS**, the City Council reviewed the itemized list and after negotiations with the family came to an agreement on an amount to resolve the issue;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Approval:** The attached settlement agreement (**Exhibit 1**) is hereby approved.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 26<sup>th</sup> day of March 2024.

Roll call vote is as follows:

Council Member Halverson	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Petty	<input type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Dills	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Davis	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Winsor	<input type="radio"/> FOR	<input type="radio"/> AGAINST

*Excused*

*Excused*

  
**Rod Westbroek, Mayor**

  
**Attest: Lisa Smith, Recorder**



# EXHIBIT 1

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the 26TH day of March, 2024, by and between WILLIAM P. PETTY, JR. AND SALLY SMITH PETTY, CO-TRUSTEES OF THE SALLY SMITH PETTY FAMILY PROTECTION TRUST, dated March 10, 1995, (hereinafter referred to as “**Petty Family**”), and SOUTH WEBER CITY, a Utah municipal corporation (hereinafter referred to as “**City**”). The City and the Petty Family are referred to individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS:

WHEREAS, the City, through its contractor, constructed a full replacement of the water transmission line connecting the City's east bench water tank to the delivery system pipes within the City, which project involved rerouting the previous transmission line to a new location through an access road that bifurcates property owned by the United States Federal Government and the Petty Family (the “**Project**”);

WHEREAS, the City obtained the necessary easements from each property owner for the construction of the waterline with the understanding that the access road would be restored to its previous condition upon completion of the project;

WHEREAS, the City received a license agreement from the U.S. Bureau of Reclamation, administered locally by the Weber Basin Water Conservancy District (“**Weber Basin**”), for the new waterline installed within the access road, which included specific requirements regarding the pipe material and the grading of the access road upon completion of the project;

WHEREAS, during construction of the Project and before Weber Basin commenced additional drainage work in the area, several weather events occurred causing sand and debris to be carried down the road, resulting in damage to the Petty Family’s property and pond, which property is known as Parcel No. 130390076 in the records of the Davis County Recorder, and located at 7898 South 2800 East, South Weber, Utah 84405;

WHEREAS, the Petty Family asserts that the damage was a direct result of the re-grading of the road done by the City’s contractor as part of the Project, which created a drainage channel that concentrated and carried the debris to the Petty’s property;

WHEREAS, the Parties wish to settle all claims arising from the aforementioned situation amicably without resort to litigation.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The Recitals stated above are hereby incorporated into the terms of this Agreement.
2. **Settlement and Release:** The Parties agree to settle all disputes related to the damages claimed by the Petty Family that resulted from the Project. In exchange for a settlement payment, the terms of which are herein defined, the Petty Family agrees to release the City from any and all claims—past, present, and future—related to the damage to their property and pond caused by the Project.
3. **Settlement Payment:** The City shall pay to the Petty Family the sum of Nine Thousand Five Hundred Dollars (\$9,500) (“**Settlement Amount**”) as full and final settlement of all claims related to the damage to the Petty Family’s property and pond.
4. **No Admission of Liability:** This Agreement does not constitute an admission of liability on the part of any Party or Parties.
5. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
7. **Ratification:** This Agreement is subject to and contingent upon ratification by the governing bodies of the Parties involved. Specifically, the effectiveness of this Agreement is contingent upon ratification by the City Council of South Weber City. The City agrees to use its best efforts to obtain such ratification in a timely manner. This Agreement shall become effective upon the date of the required ratification and the City shall notify the Petty Family in writing upon such ratification.

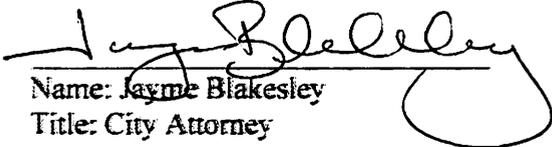
IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement as of the day and year first above written.

“CITY”

South Weber City

By:   
 Name: David Larson  
 Title: City Manager

APPROVED AS TO FORM:

  
 Name: Jayme Blakesley  
 Title: City Attorney

ATTEST:

By:   
 Name: Lisa Smith  
 Title: City Recorder

“PETTY FAMILY”

William P. Petty, Jr. and Sally Smith Petty,  
Co-Trustees of the Sally Smith Petty Family  
Protection Trust, dated March 10, 1995

By: William P. Petty, Jr.

Name: William P. Petty, Jr.

Its: Trustee

By: Sally Smith Petty

Name: Sally Smith Petty

Its: Trustee