

SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER, Davis County, Utah will meet in a **REGULAR** public meeting **TUESDAY, 09 OCTOBER 2012** at the City Council Chambers, 1600 E South Weber Dr, South Weber, UT commencing at **6:00 p.m.**

PUBLIC WORK MEETING:

5:30 p.m. REVIEW OF AGENDA ITEMS & WARRANT REGISTER

COUNCIL MEETING:

6:00 p.m. PLEDGE OF ALLEGIANCE – Councilmember Poll

PRAYER - Councilmember Poff

APPROVAL OF AGENDA

DECLARATION OF CONFLICT OF INTEREST

CONSENT AGENDA (These items are considered by the City Council to be routine and will be approved by a single motion. There will be no separate discussion on Consent Agenda items prior to the vote, unless removed from the Consent Agenda to be considered separately.)

- ◆ **Approval of 11 Sep 2012 City Council Meeting Minutes**
- ◆ **Approval of 18 Sep 2012 City Council Work Meeting Minutes**
- ◆ **Purchase Order #2297 Academy Sports \$3,200 for Jerseys for Football**
- ◆ **Purchase Order #2232 Great Basin TP \$3,210 for Fertilizer and Weed Control**
- ◆ **RESOLUTION 12-26 Addendum to Robinson Waste Garbage Collection Contract**

6:05 p.m. COUNTRY FAIR DAYS REPORT – Matt and Sarah McFarland

6:15 p.m. YOUTH CITY COUNCIL OATH OF OFFICE – Administered by Erika Ahlstrom, City Recorder

6:20 p.m. ORDINANCE 12-06: Amendment To City's Zoning Map - Change of Zoning Parcel #13-030-0084 from Commercial (C) to Residential Moderate (RM) Zone; Kay Martinez, Property Owner/Marino Toulatos, Agent

6:25 p.m. REQUEST FOR VARIANCE: Development Standards for Easton Village Subdivision

6:30 p.m. RESOLUTION 12-27: Mutual Aid Fire Protection Agreement with Weber Fire District

6:35 p.m. RESOLUTION 12-28: Conditional Acceptance of Canyon View Ranches Subdivision

6:40 p.m. NON SCHEDULED DELEGATION / PUBLIC COMMENT Keep public comments to 3 minutes or less per person
MAYOR
CITY COUNCIL ASSIGNMENT UPDATES & COMMENTS
CITY MANAGER
STAFF

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, FAXED OR POSTED TO:

CITY OFFICE BUILDING
CITY WEBSITE www.southwebercity.com
UT PUBLIC NOTICE WEBSITE www.pmn.utah.gov

EACH MEMBER OF GOVERNING BODY
THOSE LISTED ON THE AGENDA
SOUTH WEBER ELEMENTARY
SOUTH WEBER FAMILY ACTIVITY CENTER

DAVIS COUNTY CLIPPER
STANDARD-EXAMINER
SALT LAKE TRIBUNE
DESERET NEWS

DATE: 4 October 2012

CITY RECORDER: Erika J. Ahlstrom

SUPPORTING DOCUMENTATION FOR AGENDA ITEMS ARE AVAILABLE FOR REVIEW AT www.southwebercity.com
IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY ERIKA AHLSTROM, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177)
Agenda times are approximate and may be move in order, sequence and time to meet the needs of the Council.

Report Criteria:

Invoice.Payment Due Date = {<=} 09/15/2012

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
181	AIRGAS INTERMOUNTAIN INC.	SNOWPLOW SUPPLIES		104797534		09/05/2012	368.26	08/12	0
10-43-240	GENERAL FUND - ADMINISTRATIVE - Office Supplies & Expense								
245	ALPHAGRAPHICS	CFD		112628		08/03/2012	6.40	08/12	0
51-40-480	WATER UTILITY FUND - EXPENDITURES - Special Water Supplies								
60	AT&T	APPLY TO ACCT# 030 601 6407001		082712		08/27/2012	27.18	09/12	0
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
1200	CAL RANCH STORES	HAND WINCH		2387-9		08/31/2012	59.96	08/12	0
10-43-745	GENERAL FUND - ADMINISTRATIVE - EQUIPMENT COSTING OVER \$500								
1310	CDW GOVERNMENT INC	RETURN OF LAPTOP		Q188639		09/04/2012	743.75	09/12	0
10-43-241	GENERAL FUND - ADMINISTRATIVE - Materials & Supplies								
1378	CINTAS CORPORATION LOC180	MATS/TOWELS		180348893		08/08/2012	12.00	08/12	0
52-40-140	SEWER UTILITY FUND - EXPENDITURES - Uniforms								
1378	CINTAS CORPORATION LOC180	UNIFORMS		180348893		08/08/2012	77.19	08/12	0
10-54-310	GENERAL FUND - PUBLIC SAFETY - Sheriff's Department								
1750	DAVIS COUNTY GOVERNMENT	LAW ENFORCEMENT -		59367		09/05/2012	9,915.75	08/12	0
10-54-311	GENERAL FUND - PUBLIC SAFETY - Animal Control								
1750	DAVIS COUNTY GOVERNMENT	ANIMAL CONTROL		59367		09/05/2012	1,039.71	08/12	0
10-70-740	GENERAL FUND - PARKS - Equipment Purchases								
1842	DAY POWER EQUIPMENT	MCLANE EDGER		86461		08/23/2012	419.99	08/12	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								
2235	DURKS PLUMBING	PARK SPRINKLER SUPPLIES		01841016		08/07/2012	60.30	08/12	0
10-70-261	GENERAL FUND - PARKS - Grounds Supplies & Maintenance								
2235	DURKS PLUMBING	PARK SUPPLIES		01841413		08/08/2012	32.20	08/12	0
2235	DURKS PLUMBING	RAINBIRD CABLE		01843167		08/15/2012	32.50	08/12	0
2235	DURKS PLUMBING	PARK SUPPLIES		01841066		08/07/2012	163.19	08/12	0
2235	DURKS PLUMBING	PARKS SUPPLIES		01845283		08/23/2012	17.53	08/12	0

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	2235	DURKS PLUMBING	PARK SUPPLIES	01837638		07/26/2012	52.66 298.08	08/12 *	0
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	13837	GRIFF'S GARAGE	2000 FORD F250	740		08/30/2012	194.87	08/12	0
51-40-480	WATER UTILITY FUND - EXPENDITURES - Special Water Supplies								
	3040	HANSEN ALLEN & LUCE, INC	WATER EFFICIENCY ANALYSIS	30629		08/27/2012	1,450.00	09/12	5120
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	4835	HD SUPPLY WATERWORKS	MANHOLE RISERS	5120391		08/15/2012	207.14	08/12	0
	4835	HD SUPPLY WATERWORKS	ANTENNA FOR METER RADIO	5279761		08/15/2012	202.29 409.43	08/12 *	0
51-40-490	WATER UTILITY FUND - EXPENDITURES - Water O & M Charge								
	4835	HD SUPPLY WATERWORKS	METERS AND EXPANSIONS	5350322		08/28/2012	1,291.08	08/12	0
51-40-720	WATER UTILITY FUND - EXPENDITURES - METER REPLACEMENTS								
	4835	HD SUPPLY WATERWORKS	METERS - REGISTERS	5332978	2200	08/28/2012	6,786.00	08/12	0
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
	3120	HERRICK INDUSTRIAL SUPPLY	SAW BLADE	1479024-01		08/14/2012	21.12	08/12	0
10-60-260	GENERAL FUND - STREETS - Buildings & Grounds - Shop								
	3120	HERRICK INDUSTRIAL SUPPLY	SHOP MATERIALS	1480204-01		08/29/2012	5.68	08/12	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								
	3120	HERRICK INDUSTRIAL SUPPLY	PARK SUPPLIES - STORAGE BINS	1479785-01		08/22/2012	194.67	08/12	0
10-70-435	GENERAL FUND - PARKS - Safety Incentive Program								
	3120	HERRICK INDUSTRIAL SUPPLY	SAFETY GLASSES	1479785-01		08/22/2012	92.00	08/12	0
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	3280	INDUSTRIAL TOOL BOX	MARKING PAINT FOR UTILITIES	35806		08/23/2012	197.64	08/12	0
10-43-370	GENERAL FUND - ADMINISTRATIVE - Professional & Tech. Services								
	3285	INFOBYTES, INC.	WEBSITE - MONTHLY STARGOV ENGI	3512		09/01/2012	205.37	09/12	0
10-60-410	GENERAL FUND - STREETS - Special Highway Supplies								
	3630	INTERSTATE BARRICADES	ROAD SIGNS	97024		09/06/2012	49.75	09/12	0
	3630	INTERSTATE BARRICADES	ROAD SIGNS	97025		09/06/2012	82.00	09/12	0

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
							131.75	*	
10-43-312	GENERAL FUND - ADMINISTRATIVE - Professional/Tech. - Engineer								
	3793	JONES AND ASSOCIATES	ENGINEERING SERVICES - COTTONWOOD COVE	15320		09/01/2012	925.50	08/12	0
	3793	JONES AND ASSOCIATES	ENGINEERING SERVICES - HIGH MARK CHARTER SCHOO	15320		09/01/2012	532.00	08/12	0
	3793	JONES AND ASSOCIATES	ENGINEERING SERVICES - CANYON VIEW RANCHES	15320		09/01/2012	59.00	08/12	0
	3793	JONES AND ASSOCIATES	ENGINEERING SERVICES - EASTON VILLAGE	15320		09/01/2012	4,737.00	08/12	0
	3793	JONES AND ASSOCIATES	ENGINEERING SERVICES - GARDNERS COVE SUBDIVISIO	15320		09/01/2012	685.50	08/12	0
	3793	JONES AND ASSOCIATES	BLOCK CAPTAIN MAP	15319		09/01/2012	31.00	08/12	0
							6,970.00	*	
21-40-490	SEWER IMPACT FEE FUND - EXPENDITURES - SEWER IMPACT FEE PROJECTS								
	3793	JONES AND ASSOCIATES	CAPITAL FACILITIES PLAN - SANININARY SEWER	15319		09/01/2012	5,974.50	08/12	452012
22-40-699	STORM SEWER IMPACT FEE FUND - EXPENDITURES - STORM SEWER IMPACT FEE PROJECT								
	3793	JONES AND ASSOCIATES	CAPITAL FACILITIES PLAN - STORM WATER	15319		09/01/2012	1,695.00	08/12	452012
26-40-760	WATER IMPACT FEE FUND - 26-40 - WATER IMPACT FEE PROJECTS								
	3793	JONES AND ASSOCIATES	CULINARY WATER CFP	15319		09/01/2012	599.50	08/12	452012
	3793	JONES AND ASSOCIATES	WATER LINE PROJECT - WEST END	15319		09/01/2012	2,617.00	08/12	45120902
							3,216.50	*	
45-40-740	CAPITAL PROJECTS FUND - EXPENDITURES - GENERAL CAPITAL PROJECTS								
	3793	JONES AND ASSOCIATES	CANYON MEADOWS PARK - RESTROOM	15319		09/01/2012	49.50	08/12	45010904
45-40-760	CAPITAL PROJECTS FUND - EXPENDITURES - STREET OVERLAY/RESTORE CURB-G								
	3793	JONES AND ASSOCIATES	2012 SR-60 CURB AND GUTTER PROJECT	15319		09/01/2012	580.50	08/12	60
51-40-312	WATER UTILITY FUND - EXPENDITURES - Professional/Technical-Engin								
	3793	JONES AND ASSOCIATES	CULINARY WATER EFFICIENCY MODEL	15319		09/01/2012	639.00	08/12	5120
	3793	JONES AND ASSOCIATES	CITY WELL REHABILITATION	15319		09/01/2012	109.00	08/12	5120
							748.00	*	
54-40-312	STORM SEWER UTILITY FUND - EXPENDITURES - Professional/Technical-Engin								
	3793	JONES AND ASSOCIATES	DAVIS COUNTY STORM WATER COALITION MEETING	15319		09/01/2012	117.00	08/12	0
	3793	JONES AND ASSOCIATES	STORM WATER ANNUAL REPORT	15319		09/01/2012	117.00	08/12	0
	3793	JONES AND ASSOCIATES	FERNELIUS STORM DRAIG EASEMENT	15319		09/01/2012	345.00	08/12	0
							579.00	*	
10-43-370	GENERAL FUND - ADMINISTRATIVE - Professional & Tech. Services								
	3860	KEYES ADMINISTRATORS	MONTHLY HRA ADMINISTRATION FEE	530		09/03/2012	75.00	09/12	0
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
	6920	LAYTON TRIPLE STOP	PROPANE	32864		08/02/2012	14.33	08/12	0
	6140	LES SCHWAB TIRE CENTER	TIRES FOR 1999 f250	3386	2198	08/29/2012	342.60	09/12	0

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							342.60	*	
10-42-210	GENERAL FUND - JUDICIAL - Books/Subscriptions/Membership								
	4095 LEXISNEXIS	UTAH CODE BOOKS		35279141		08/16/2012	310.01	08/12	0
	4095 LEXISNEXIS	UTAH CODE BOOKS		35279133		08/16/2012	310.01	08/12	0
							620.02	*	
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	4170 MADDOX COMPRESSOR CO INC	vehicle supplies		30317		01/17/2012	20.28	01/12	0
10-61-411	GENERAL FUND - CLASS "C" ROADS - Snow Removal								
	4170 MADDOX COMPRESSOR CO INC	Credit		30206		01/09/2012	266.92	01/12	0
	4170 MADDOX COMPRESSOR CO INC	SNOWPLOW PARTS		30207		01/09/2012	6.99	01/12	0
	4170 MADDOX COMPRESSOR CO INC	SNOWPLOW PARTS		30197		01/09/2012	16.92	01/12	0
							243.01	- *	
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								
	5063 OGDEN BLUE	PARK SUPPLIES		172152		08/22/2012	15.43	08/12	0
10-43-220	GENERAL FUND - ADMINISTRATIVE - Public Notices								
	5135 OGDEN PUBLISHING CORPORA	PUBLIC NOTICES		496749		08/04/2012	99.61	08/12	0
	5135 OGDEN PUBLISHING CORPORA	PUBLIC NOTICES		497609		08/13/2012	206.33	08/12	0
	5135 OGDEN PUBLISHING CORPORA	PUBLIC NOTICES		498583		08/26/2012	114.33	08/12	0
							420.27	*	
10-60-424	GENERAL FUND - STREETS - Curb & Gutter Restoration								
	7590 OLDCASTLE PRECAST	PARK STRIP		210297777		08/31/2012	25.00	08/12	0
10-57-250	GENERAL FUND - FIRE PROTECTION - Equipment Supplies & Maint.								
	50003 OREILLY AUTOMOTIVE, INC.	FIRE - VEHICLE SUPPLIES		3596231048		08/15/2012	9.87	08/12	0
	50003 OREILLY AUTOMOTIVE, INC.	FIRE - VEHICLE SUPPLIES		3596228934		08/03/2012	16.50	08/12	0
							26.37	*	
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	50003 OREILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE		3596-232341		08/23/2012	115.96	08/12	0
	50003 OREILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE		3596-233407		08/29/2012	3.99	08/12	0
	50003 OREILLY AUTOMOTIVE, INC.	VEHICLE SUPPLIES		3596-228757		08/02/2012	15.98	08/12	0
							135.93	*	
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	14041 OVERTON, JOHN	FOOTBALL REFEREE		090112		09/01/2012	105.00	09/12	0
	14041 OVERTON, JOHN	FOOTBALL REFEREE		090812		09/08/2012	105.00	09/12	0
							210.00	*	
10-60-421	GENERAL FUND - STREETS - Pedestrian Safety								
	6060 SAFETY SUPPLY & SIGN COMPA	TRAFFIC CONES AND STOP SIGNS FOR XING GUARDS		134205		08/08/2012	160.12	08/12	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								

14043	SLAUGHTER, AUSTIN	FOOTBALL REFEREE	090812	09/08/2012	160.00	09/12	0
51-40-480	WATER UTILITY FUND - EXPENDITURES - Special Water Supplies						
6540	STAKER & PARSON COMPANIES	DUMPING FEES & ROAD BASE	3138897	08/29/2012	286.00	08/12	0
6540	STAKER & PARSON COMPANIES	TOPSOIL & ROAD BASE	3127010	08/14/2012	102.81	07/12	0
					388.81	*	
10-57-250	GENERAL FUND - FIRE PROTECTION - Equipment Supplies & Maint.						
401026	STATE OF UTAH GASCARD	FIRE DEPT	NP35624515	09/03/2012	85.02	08/12	0
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance						
401026	STATE OF UTAH GASCARD	FUEL FOR PW	NP35624515	09/03/2012	535.36	08/12	0
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.						
401026	STATE OF UTAH GASCARD	FUEL FOR PW	NP35624515	09/03/2012	305.91	08/12	0
52-40-250	SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.						
401026	STATE OF UTAH GASCARD	FUEL FOR PW	NP35624515	09/03/2012	305.91	08/12	0
53-40-250	SANITATION UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.						
401026	STATE OF UTAH GASCARD	FUEL FOR PW	NP35624515	09/03/2012	305.91	08/12	0
54-40-250	STORM SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.						
401026	STATE OF UTAH GASCARD	FUEL FOR PW	NP35624515	09/03/2012	76.48	08/12	0
10-60-410	GENERAL FUND - STREETS - Special Highway Supplies						
6766	SWEEP N UTAH	STREET SWEEPING	4929	08/31/2012	2,612.50	08/12	0
20-34-750	RECREATION FUND - RECREATION REVENUE - RECREATION FEES						
13389	TATE, YVETTE	REFUND FOR REC SIGN UP	091012	09/10/2012	40.00	09/12	0
54-40-493	STORM SEWER UTILITY FUND - EXPENDITURES - Storm Sewer O & M						
6990	TWIN D INC	VIDEO INSPECTON OF STORM DRAIN	10419	08/20/2012	370.00	08/12	0
10-43-262	GENERAL FUND - ADMINISTRATIVE - General Government Buildings						
7065	UNIFIRST CORPORATION	FIRE STATION	3561409426	08/20/2012	20.45	08/12	0
10-57-370	GENERAL FUND - FIRE PROTECTION - Professional & Tech. Services						
7102	UTAH COMMUNICATIONS AGENI	MONTHLY FIRE DEPT RADIO FEE	43586	08/28/2012	651.00	08/12	0
10-60-410	GENERAL FUND - STREETS - Special Highway Supplies						
7102	UTAH COMMUNICATIONS AGENI	MONTHLY PUB WORK RADIO FEE -	43587	08/28/2012	139.50	08/12	0
10-22250	GENERAL FUND - WORKERS COMPENSATION						

7320	UTAH LOCAL GOVERNMENTS TI	WORKERS COMP	1444442	09/10/2012	1,170.43	08/12	0
10-43-510	GENERAL FUND - ADMINISTRATIVE - Insurance & Surety Bonds						
7320	UTAH LOCAL GOVERNMENTS TI	BOND - EMILY THOMAS	1444439	09/10/2012	50.00	08/12	0
7320	UTAH LOCAL GOVERNMENTS TI	BOND - EMILY THOMAS	1444438	09/10/2012	65.00	08/12	0
7320	UTAH LOCAL GOVERNMENTS TI	BOND - KANDACE ROESLER	1444441	09/10/2012	50.00	08/12	0
7320	UTAH LOCAL GOVERNMENTS TI	ANNUAL GENERAL LIABILITY - 2012	1444440	09/10/2012	19,997.00	08/12	0
					20,162.00	*	
10-42-980	GENERAL FUND - JUDICIAL - St. Treasurer Surcharge						
7386	UTAH STATE TREASURER	MONTHLY SURCHARGES -	AUG 2012	09/10/2012	4,971.17	08/12	0
53-40-492	SANITATION UTILITY FUND - EXPENDITURES - Sanitation Fee Charges						
7650	WASATCH INTEGRATED WASTE	DUMP/BURN FEES	13009	08/01/2012	12,673.50	08/12	0
7650	WASATCH INTEGRATED WASTE	DUMP/BURN FEES	16895	08/31/2012	75.54	08/12	0
					12,749.04	*	
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL						
13760	WEBSTER, DARRELL	FOOTBALL REFEREE	090112	09/01/2012	160.00	09/12	0
13920	WILLIAMS, CODY	FOOTBALL REFEREE	090112	09/01/2012	160.00	09/12	0
					160.00	*	
14042	WILLIAMS, KYLE	FOOTBALL REFEREE	090812	09/08/2012	160.00	09/12	0
					160.00	*	
20-34-750	RECREATION FUND - RECREATION REVENUE - RECREATION FEES						
14039	WILSON, COREY	refund for volleyball	090512	09/05/2012	35.00	09/12	0
Grand Total:					89,720.51		

Dated: _____

City Treasurer: _____

City Manager: _____

Report Criteria:

Invoice.Payment Due Date = {<=} 09/15/2012

Report Criteria:

Invoice.Payment Due Date = {<=} 09/22/2012

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
10-43-230	GENERAL FUND - ADMINISTRATIVE - Travel								
	13621 BYRAM, KIM		BUSINESS LICENSE CONF - 2012 - PER DIEM	UBLA CONF		09/21/2012	84.00	09/12	0
	13621 BYRAM, KIM		BUSINESS LICENSE CONF - 2012 - MILEAGE	UBLA CONF		09/21/2012	69.38	09/12	0
							153.38	*	
10-43-745	GENERAL FUND - ADMINISTRATIVE - EQUIPMENT COSTING OVER \$500								
	1310 CDW GOVERNMENT INC		RETURN OF LAPTOP	Q188639		09/04/2012	743.75	09/12	0
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	4170 MADDOX COMPRESSOR CO INC	vehicle supplies		30317		01/17/2012	20.28	01/12	0
10-61-411	GENERAL FUND - CLASS "C" ROADS - Snow Removal								
	4170 MADDOX COMPRESSOR CO INC	SNOWPLOW PARTS		30197		01/09/2012	16.92	01/12	0
	4170 MADDOX COMPRESSOR CO INC	Credit		30206		01/09/2012	266.92	01/12	0
	4170 MADDOX COMPRESSOR CO INC	SNOWPLOW PARTS		30207		01/09/2012	6.99	01/12	0
							243.01	- *	
10-43-230	GENERAL FUND - ADMINISTRATIVE - Travel								
	401911 YARROW HOTEL		KIM BYRAM - BUSINESS LICENSE CONF - 2012	UBLA CON		09/21/2012	261.75	09/12	0
Grand Total:							551.35	-	

Dated: _____

City Treasurer: _____

City Manager: _____

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20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
30	A COMPANY INC SLC	PORTABLE RESTROOMS - FOOTBALL	A794451			09/14/2012	101.50	08/12	0
30	A COMPANY INC SLC	CREDIT	EDIT 790464			09/21/2012	86.70	09/12	0
							188.20	*	
10-42-313	GENERAL FUND - JUDICIAL - Professional/Tech. - Attorney								
236	ALLRED, CHRISTOPHER F	ATTORNEY FEES	AUG 2012			09/07/2012	500.00	08/12	0
10-43-210	GENERAL FUND - ADMINISTRATIVE - Books/Subscriptions/Membership								
459	ASSN OF PUBLIC TREASURERS	ANNUAL MEMBERSHIP DUES	7761			09/05/2012	145.00	09/12	0
51-40-480	WATER UTILITY FUND - EXPENDITURES - Special Water Supplies								
60	AT&T	APPLY TO ACCT#051308-8076 001	091012			09/10/2012	34.65	09/12	0
10-70-261	GENERAL FUND - PARKS - Grounds Supplies & Maintenance								
800	BENNETTS GLASS & FLOORING	GLASS REPAIR FOR CHERRY FARM PARK	126451			09/13/2012	114.00	09/12	0
10-43-745	GENERAL FUND - ADMINISTRATIVE - EQUIPMENT COSTING OVER \$500								
1310	CDW GOVERNMENT INC	RETURN OF LAPTOP	Q188639			09/04/2012	743.75	09/12	0
52-40-491	SEWER UTILITY FUND - EXPENDITURES - SEWER TREATMENT FEE								
1335	CENTRAL WEBER SEWER IMPR	PRE TREATMENT 2012	3156			09/12/2012	1,941.00	09/12	0
51-40-490	WATER UTILITY FUND - EXPENDITURES - Water O & M Charge								
5645	CENTURYLINK	TELEPHONE BILLS	091012			09/10/2012	131.64	09/12	0
10-41-620	GENERAL FUND - EXECUTIVE LEGISLATIVE - MISCELLANEOUS SERVICES								
1665	CROWN TROPHY	PLAQUE FOR LUSK	18793			09/11/2012	45.00	09/12	0
10-42-317	GENERAL FUND - JUDICIAL - Professional/Technical-Bailiff								
1750	DAVIS COUNTY GOVERNMENT	BAILIFF DUTIES	59596			09/07/2012	168.90	08/12	0
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
1920	DE'S KEY SERVICE	PADLOCKS & KEYS	46535			09/12/2012	105.00	09/12	0
45-21350	CAPITAL PROJECTS FUND - PERFORMANCE BONDS ON DEPOSIT								
13841	DESTINATION HOMES	COMPLETION BOND # SWC1202007 & SWC120517027	092112			09/21/2012	1,000.00	09/12	0
13841	DESTINATION HOMES	COMPLETION BOND # SWC12057025	091212			09/12/2012	500.00	09/12	0

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
							1,500.00	*	
10-43-620	GENERAL FUND - ADMINISTRATIVE - Miscellaneous Services								
	1135	DPS BUREAU OF CRIMINAL IDEN	EMPLOYEE BACKGROUND CHECKS	12517		09/06/2012	495.00	09/12	0
10-54-320	GENERAL FUND - PUBLIC SAFETY - Emergency Preparedness								
	14016	FAST SIGNS	EMERGENCY PREP - SIGNS	596-1671		08/30/2012	37.47	09/12	0
45-21350	CAPITAL PROJECTS FUND - PERFORMANCE BONDS ON DEPOSIT								
	13995	FULL CIRCLE ECO HOMES	COMPLETION BOND #SWC120319012	091112		09/11/2012	500.00	08/12	0
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	2950	GRIFFIN FAST LUBE UTAH	VEHICLE MAINTENANCE	889412		08/08/2012	56.93	08/12	0
10-61-411	GENERAL FUND - CLASS "C" ROADS - Snow Removal								
	401906	INTERSTATE BILLING SERVICE	SNOW PLOW REPAIRS	213-266159		09/10/2012	839.76	09/12	0
20-34-750	RECREATION FUND - RECREATION REVENUE - RECREATION FEES								
	13413	JENSEN, MARTIN	REFUND OF REC SIGN-UPS	091212		09/12/2012	35.00	09/12	0
10-43-262	GENERAL FUND - ADMINISTRATIVE - General Government Buildings								
	3810	JOHNSON ELECTRIC	ELECTRICAL WIRING FOR CITY HALL	1862		08/22/2012	3,038.14	08/12	0
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
	3810	JOHNSON ELECTRIC	REPLACE TRIGGER ON RECIP SAW	F035768		08/23/2012	48.95	08/12	0
10-60-271	GENERAL FUND - STREETS - Utilities - Street Lights								
	3810	JOHNSON ELECTRIC	STREET LIGHT REPAIR WORK	1883		08/30/2012	126.91	08/12	0
	3810	JOHNSON ELECTRIC	ELECTRICAL WORK AT PARK N RIDE	1845		08/24/2012	522.73	08/12	0
							649.64	*	
51-40-480	WATER UTILITY FUND - EXPENDITURES - Special Water Supplies								
	3810	JOHNSON ELECTRIC	ELECTRICAL WORK FOR OFFICE WELL	1883		08/30/2012	180.00	08/12	0
51-40-140	WATER UTILITY FUND - EXPENDITURES - Uniforms								
	14045	KAREN'S KREATIONS	T-SHIRTS	11197		09/11/2012	507.00	09/12	0
45-40-740	CAPITAL PROJECTS FUND - EXPENDITURES - GENERAL CAPITAL PROJECTS								
	401925	KAY PARK REC CORP	BLEACHERS AT CMP	00158664		09/11/2012	4,183.60	09/12	0
10-54-321	GENERAL FUND - PUBLIC SAFETY - Liquor Law (Narcotics)								
	4060	LAYTON CITY CORPORATION	METRO STRIKE FORCE-2012-13	1782		09/06/2012	4,538.25	09/12	0

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
4170	MADDOX COMPRESSOR CO INC	vehicle supplies		30317		01/17/2012	20.28	01/12	0
10-61-411	GENERAL FUND - CLASS "C" ROADS - Snow Removal								
4170	MADDOX COMPRESSOR CO INC	SNOWPLOW PARTS		30207		01/09/2012	6.99	01/12	0
4170	MADDOX COMPRESSOR CO INC	Credit		30206		01/09/2012	266.92	01/12	0
4170	MADDOX COMPRESSOR CO INC	SNOWPLOW PARTS		30197		01/09/2012	16.92	01/12	0
							243.01	- *	
20-21365	RECREATION FUND - KNIGHTS FOOTBALL DEPOSITS								
14044	MARTINEZ, LUIS	REFUND OF FOOTBALL DEPOSIT		091712		09/17/2012	150.00	09/12	0
10-35-100	GENERAL FUND - FINES AND FORFEITURES - FINES								
14046	Miller, Christopher & Jennifer	BAIL REFUND		092112		09/21/2012	1,005.68	09/12	0
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
7590	OLDCASTLE PRECAST	WATER DEPT SUPPLIES		215005359		09/05/2012	56.20	09/12	0
10-22500	GENERAL FUND - HEALTH INSURANCE PAYABLE								
50002	OPTICARE OF UTAH	VISION PREMIUMS -		26592		09/01/2012	55.81	09/12	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								
401035	ORAM, DAVE	REPAIRS TO MOWER		10020		09/14/2012	519.12	09/12	0
10-43-251	GENERAL FUND - ADMINISTRATIVE - Equipment Maint. Agreement								
5441	PITNEY BOWES - Acct # 1908277	MACHINE RENTAL -		308277-SP12		09/13/2012	390.30	09/12	0
10-43-241	GENERAL FUND - ADMINISTRATIVE - Materials & Supplies								
3241	RICOH USA, INC	COPIER MAINTAINANCE AGREEMENT		5023724287		09/08/2012	70.34	09/12	0
53-40-492	SANITATION UTILITY FUND - EXPENDITURES - Sanitation Fee Charges								
5845	ROBINSON WASTE SERVICES IN	GARBAGE HAULING -		152075		08/31/2012	8,893.69	08/12	0
51-40-210	WATER UTILITY FUND - EXPENDITURES - Books/Subscriptions/Membership								
6030	RURAL WATER ASSN OF UTAH	MEMBERSHIP DUES		2012-2013		09/15/2012	1,050.00	09/12	0
10-43-620	GENERAL FUND - ADMINISTRATIVE - Miscellaneous Services								
6075	SAMS CLUB	OFFICE SUPPLIES		003377		08/09/2012	122.56	09/12	0
20-71-485	RECREATION FUND - RECREATION EXPENDITURES - Summer Fun								
6075	SAMS CLUB	SUMMER FUN		005177		08/07/2012	48.48	09/12	0

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
20-71-486	RECREATION FUND - RECREATION EXPENDITURES - Sr Luncheon								
6075	SAMS CLUB		SENIOR LUNCH	008967		08/09/2012	107.66	09/12	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
6075	SAMS CLUB		FOOTBALL SUPPLIES - WAGON	004128		08/15/2012	36.87	09/12	0
10-43-313	GENERAL FUND - ADMINISTRATIVE - Professional/Tech. - Attorney								
6456	SMITH KNOWLES PC		MONTHLY ATTORNEY FEES	200308		08/31/2012	1,300.00	08/12	0
6456	SMITH KNOWLES PC		REVIEW - GRAMA REQUESTS	198535		06/30/2012	340.00	08/12	0
							1,640.00	*	
25-72-517	COUNTRY FAIR DAYS FUND - COUNTRY FAIR DAYS EXPENDITURES - MISC SUPPLIES								
401081	SOUTH WEBER STORAGE		CFD- EQUIPMENT STORAGE	090412		09/04/2012	1,020.00	09/12	0
10-43-241	GENERAL FUND - ADMINISTRATIVE - Materials & Supplies								
6756	STRATUS BUILDING SOLUTIONS		TOLIET PAPER	1451-1		09/11/2012	45.28	09/12	0
10-43-370	GENERAL FUND - ADMINISTRATIVE - Professional & Tech. Services								
6756	STRATUS BUILDING SOLUTIONS		CLEANING SERVICES	1451		09/11/2012	507.00	09/12	0
10-41-620	GENERAL FUND - EXECUTIVE LEGISLATIVE - MISCELLANEOUS SERVICES								
401924	SUNSET JUNIOR HIGH SCHOOL		DONATION FOR RED RIBBON WEEK	2012		09/21/2012	200.00	09/12	0
25-72-516	COUNTRY FAIR DAYS FUND - COUNTRY FAIR DAYS EXPENDITURES - COKE WAGON & ICE								
6768	SWIRE COCA-COLA		CF DAYS - COKE WAGON SUPPLIES	4U14518481		08/03/2012	114.69	08/12	0
6768	SWIRE COCA-COLA		CF DAYS - COKE WAGON SUPPLIES	4U14518390		08/03/2012	435.69	08/12	0
							550.38	*	
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
5730	TOM RANDALL DISTRIBUTING		DIESEL FUEL FOR CITY FUEL TANK	0192643		09/13/2012	350.97	09/12	0
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
5730	TOM RANDALL DISTRIBUTING		DIESEL FUEL FOR CITY FUEL TANK	0192643		09/13/2012	350.97	09/12	0
52-40-250	SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
5730	TOM RANDALL DISTRIBUTING		DIESEL FUEL FOR CITY FUEL TANK	0192643		09/13/2012	350.97	09/12	0
54-40-250	STORM SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
5730	TOM RANDALL DISTRIBUTING		DIESEL FUEL FOR CITY FUEL TANK	0192643		09/13/2012	350.97	09/12	0
53-16510	SANITATION UTILITY FUND - MACHINERY AND EQUIPMENT								
6871	TOTER INCORPORATED		GARBAGE CANS	KB 302383		09/11/2012	12,723.00	09/12	0

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
10-43-360	GENERAL FUND - ADMINISTRATIVE - Education & Training								
	7097	UTAH BUSINESS LICENSE ASSC	SEPTEMEBR CONFERENCE - KIM BYRAM	2012		09/21/2012	155.00	09/12	0
10-22250	GENERAL FUND - WORKERS COMPENSATION								
	7320	UTAH LOCAL GOVERNMENTS TI	WORKERS COMP	1446214		09/10/2012	1,170.43	09/12	0
10-42-210	GENERAL FUND - JUDICIAL - Books/Subscriptions/Membership								
	7370	UTAH SAFETY COUNCIL	CRIMINAL AND TRAFFIC CODE BOOK	091212		09/12/2012	50.00	09/12	0
51-40-480	WATER UTILITY FUND - EXPENDITURES - Special Water Supplies								
	401011	VERIZON WIRELESS	ACCT#571944126-00002	1117585618		09/08/2012	57.18	09/12	0
20-34-750	RECREATION FUND - RECREATION REVENUE - RECREATION FEES								
	13994	YOUNGBERG, J KEVIN	REFUND FOR RECREATION	061812		09/20/2012	80.00	09/12	0
Grand Total:							51,125.51		

Dated: _____

City Treasurer: _____

City Manager: _____

Report Criteria:

Invoice.Payment Due Date = {<=} 09/29/2012

Report Criteria:

Invoice.Payment Due Date = {<=}10/06/2012

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
10-70-261	GENERAL FUND - PARKS - Grounds Supplies & Maintenance								
	50	A&M OUTDOOR HOME CENTER	SPOOLS	1763		09/12/2012	50.00	09/12	0
10-54-320	GENERAL FUND - PUBLIC SAFETY - Emergency Preparedness								
	245	ALPHAGRAPHICS	Emergency prep -	113548		09/21/2012	490.87	09/12	0
10-57-370	GENERAL FUND - FIRE PROTECTION - Professional & Tech. Services								
	1375	AT&T MOBILITY	FIRE - ENGINE ONE AIRCARD	091612		09/16/2012	60.52	09/12	0
10-43-253	GENERAL FUND - ADMINISTRATIVE - Equipment Maint. - Software								
	1310	CDW GOVERNMENT INC	SOFTWARE FOR POS & COURT	Q404958		09/10/2012	254.89	09/12	0
10-43-745	GENERAL FUND - ADMINISTRATIVE - EQUIPMENT COSTING OVER \$500								
	1310	CDW GOVERNMENT INC	CREDIT	Q450783		09/11/2012	131.25	09/12	0
	1310	CDW GOVERNMENT INC	COMPUTER STATIONS - COURT & POS	Q377936		09/07/2012	980.00	08/12	0
	1310	CDW GOVERNMENT INC	RETURN OF LAPTOP	Q188639		09/04/2012	743.75	09/12	0
							105.00	*	
51-40-240	WATER UTILITY FUND - EXPENDITURES - Office Supplies & Expense								
	1310	CDW GOVERNMENT INC	SOFTWARE FOR PW COMPUTERS	P973912		08/29/2012	509.78	09/12	0
51-40-480	WATER UTILITY FUND - EXPENDITURES - Special Water Supplies								
	1730	DAVIS & WEBER SECONDARY W	ANNUAL SECONDARY WATER FEE - BYRAM PARK	12-1114		09/24/2012	799.51	09/12	0
20-71-270	RECREATION FUND - RECREATION EXPENDITURES - Utilities								
	1840	DAVIS SCHOOL DISTRICT	FAMILY ACTIVITY UTILITY-	75750		09/18/2012	4,696.00	09/12	0
10-42-242	GENERAL FUND - JUDICIAL - Court Operating Expenditures								
	1925	DE LAGE LANDEN	COPIER MAINT AGREEMENT - SHARP	15266766		09/22/2012	21.06	09/12	0
10-43-251	GENERAL FUND - ADMINISTRATIVE - Equipment Maint. Agreement								
	1925	DE LAGE LANDEN	COPIER MAINT AGREEMENT - SHARP	15266766		09/22/2012	49.16	09/12	0
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	1925	DE LAGE LANDEN	COPIER MAINT AGREEMENT - SHARP	15266766		09/22/2012	35.12	09/12	0
52-40-250	SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	1925	DE LAGE LANDEN	COPIER MAINT AGREEMENT - SHARP	15266766		09/22/2012	35.12	09/12	0

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
45-21350	CAPITAL PROJECTS FUND - PERFORMANCE BONDS ON DEPOSIT								
	13841	DESTINATION HOMES	COMPLETION BOND # SWC1202008 & SWC120517026	092612		09/26/2012	1,000.00	09/12	0
10-54-320	GENERAL FUND - PUBLIC SAFETY - Emergency Preparedness								
	2115	DIAMOND RENTAL	EMERGENCY FAIR CHAIRS & TABLES	68056-16		09/25/2012	409.10	09/12	0
10-57-250	GENERAL FUND - FIRE PROTECTION - Equipment Supplies & Maint.								
	3154	HOME DEPOT CREDIT SERVICE	SUPPLIES FOR FIRE STATION	2274827		08/25/2012	187.88	09/12	0
	3154	HOME DEPOT CREDIT SERVICE	VEHICLE MAINT	8270052		09/08/2012	59.03	09/12	0
							246.91	*	
10-58-620	GENERAL FUND - BUILDING INSPECTION - Miscellaneous Services								
	3680	IWORQ SYSTEMS	CODE ENFORCEMENT - IWORQ	4707		09/24/2012	600.00	09/12	0
10-57-250	GENERAL FUND - FIRE PROTECTION - Equipment Supplies & Maint.								
	3960	L N CURTIS	FIRE SUPPLIES	3126125-00		09/17/2012	22.50	09/12	0
	3960	L N CURTIS	FIRE SUPPLIES	3126125-01		09/10/2012	89.28	09/12	0
	3960	L N CURTIS	ADAPTER	3126741-01		09/21/2012	42.00	09/12	0
	3960	L N CURTIS	FIRE DEPT SUPPLIES	3126741-00		09/17/2012	531.30	09/12	0
	3960	L N CURTIS	FIRE SUPPLIES	3126125-02		09/10/2012	265.00	09/12	0
							950.08	*	
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
	4010	LARSEN, MARK	REIMBURSEMENT FOR SAFETY GLASSES	091712		09/17/2012	85.00	09/12	0
	4125	LOWES PROX	OFFICE SUPPLIES	923409		08/30/2012	282.75	09/12	0
							282.75	*	
10-60-260	GENERAL FUND - STREETS - Buildings & Grounds - Shop								
	4125	LOWES PROX	SHOP SUPPLIES	092412		09/24/2012	23.24	09/12	0
	4125	LOWES PROX	SHOP SUPPLIES - HOME DEFENSE	091712		09/17/2012	31.17	09/12	0
	4125	LOWES PROX	SHOP SUPPLIES	913176		09/13/2012	51.43	09/12	0
	4125	LOWES PROX	SHOP SUPPLIES	923868		09/11/2012	41.78	09/12	0
	4125	LOWES PROX	SHOP SUPPLIES	934375		08/30/2012	77.68	09/12	0
	4125	LOWES PROX	CREDIT	918535		09/13/2012	41.78	09/12	0
	4125	LOWES PROX	SHOP SUPPLIES	923418		09/24/2012	66.42	09/12	0
							249.94	*	
10-70-261	GENERAL FUND - PARKS - Grounds Supplies & Maintenance								
	4125	LOWES PROX	CM PARK	923685		09/10/2012	83.04	09/12	0
	4125	LOWES PROX	PARK BATHROOM SUPPLIES	092012		09/20/2012	26.26	09/12	0
							109.30	*	
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	4170	MADDOX COMPRESSOR CO INC	vehicle supplies	30317		01/17/2012	20.28	01/12	0
10-61-411	GENERAL FUND - CLASS "C" ROADS - Snow Removal								

4170	MADDOX COMPRESSOR CO INC	SNOWPLOW PARTS	30197	01/09/2012	16.92	01/12	0
4170	MADDOX COMPRESSOR CO INC	Credit	30206	01/09/2012	266.92	- 01/12	0
4170	MADDOX COMPRESSOR CO INC	SNOWPLOW PARTS	30207	01/09/2012	6.99	01/12	0
					243.01	- *	
10-22500	GENERAL FUND - HEALTH INSURANCE PAYABLE						
5543	PUBLIC EMPLOYEE HEALTH PR	Dental Insurance	092512	09/25/2012	645.72	09/12	0
10-54-320	GENERAL FUND - PUBLIC SAFETY - Emergency Preparedness						
6815	THOMAS, EMILY	REIMBURSEMENT - EMERGENCY PREP SUPPLIES	092112	09/21/2012	42.82	09/12	0
10-57-360	GENERAL FUND - FIRE PROTECTION - Education & Training						
7083	U OF U PROFESSIONAL EDUCAT	PUBLIC SAFETY CERT PROGRAM - FRANK PATRICK	1330	2277 09/05/2012	499.00	09/12	0
10-43-241	GENERAL FUND - ADMINISTRATIVE - Materials & Supplies						
7085	UPPERCASE PRINTING, INK	NEWSLETTER	6320	09/24/2012	157.47	09/12	0
10-60-410	GENERAL FUND - STREETS - Special Highway Supplies						
7102	UTAH COMMUNICATIONS AGEN	MONTHLY PUB WORK RADIO FEE -	43875	09/20/2012	139.50	09/12	0
10-43-510	GENERAL FUND - ADMINISTRATIVE - Insurance & Surety Bonds						
7320	UTAH LOCAL GOVERNMENTS TI	ANNUAL AUTO PD PREMIUM - credit	1446213	09/10/2012	212.46	- 09/12	0
10-70-261	GENERAL FUND - PARKS - Grounds Supplies & Maintenance						
7950	WHITEHEAD ELECTRIC INC	ELECTRICAL SUPPLIES	1163398.001	09/20/2012	21.96	09/12	0
10-70-435	GENERAL FUND - PARKS - Safety Incentive Program						
31600	WINEGAR'S	SAFETY INCENTIVE	68505	09/06/2012	452.75	09/12	0
Grand Total:					12,564.14		

Dated: _____

City Treasurer: _____

City Manager: _____

Report Criteria:

Invoice.Payment Due Date = {<=}10/06/2012

SOUTH WEBER CITY COUNCIL MEETING

DATE OF MEETING: 11 September 2012

TIME COMMENCED: 6:05 p.m.

PLEDGE OF ALLEGIANCE: Councilmember Hilton

PRAYER: Councilmember Lusk

PRESENT: MAYOR: Jeff Monroe

COUNCILMEMBERS: Farrell Poll
Randy Hilton
Michael Poff
Sara Lusk
David Thomas

CITY MANAGER: Rodger Worthen

CITY RECORDER: Erika Ahlstrom

Transcriber: Minutes transcribed by Michelle Clark

VISITORS: Amy Gerrard, Mervyn Taylor, Sam Stokes, Ivan Ray, Jody Taylor Joseph Gertge, Gary Girres, Dug Austin, Mark Dunn, Angie Petty, Bruce Nilson, Mike Poll, Jan Ukena, Rod Westbroek, Rob Osborne, Bill Petty, Sally Petty, Paul Sturn, Rorie Stott, Layne Kap, Keith Kap, and Calvin Kap.

APPROVAL OF THE AGENDA: Councilmember Poll moved to approve the agenda as written. Councilmember Poff seconded the motion. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

DECLARATION OF CONFLICT OF INTEREST: The City Council declared no conflict of interest.

CONSENT AGENDA:

♦ Approval of 28 August 2012 City Council Meeting Minutes

Councilmember Lusk moved to approve the consent agenda as written. Councilmember Hilton seconded. Councilmembers Hilton, Lusk, Poff, and Poll voted yes. Councilmember Thomas abstained as he was not in attendance at the city council meeting. The motion carried.

Councilmember Thomas moved to open the public hearing for Ordinance 12-06. Councilmember Poll seconded the motion. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

***** PUBLIC HEARING *****

ORDINANCE 12-06: Amendment To City's Zoning Map - Change of Zoning Parcel #13-030-0084 from Commercial (C) to Residential Moderate (RM) Zone; Kay Martinez, Property Owner/Marino Toulatos, Agent: The change of zoning request is on a 1.38 acre parcel of property near the corner of Sandalwood Drive and 1550 East. This request is in compliance with the General Plan Projected Land Use map. The Planning Commission recommended approval the rezone.

Mayor Monroe asked if there was any public comment.

Ivan Ray, 7268 S. 1600 E., stated he is not in protest of this recommended zoning; however, he is an adjacent commercial property owner next to this property. He would like to know what type of buffer will be installed between his property and the residential property. Rodger stated if there is differing land uses there would need to be some type of buffer. Councilmember Poff stated it is based on zoning. For instance, agricultural property requires a fence. Mr. Ray is wondering if he would be exempt from installing a fence. Councilmember Thomas doesn't think it would be incumbent on the existing owner. Mayor Monroe stated this item is strictly for rezoning.

Councilmember Thomas moved to close the public hearing for Ordinance 12-06. Councilmember Poff seconded the motion. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

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

Councilmember Thomas moved to approve Ordinance 12-06 - Amendment To City's Zoning Map - Change of Zoning Parcel #13-030-0084 from Commercial (C) to Residential Moderate (RM) Zone; Kay Martinez, Property Owner/Marino Toulatos, Agent. Councilmember Lusk seconded the motion. Further discussion on the motion took place in which Councilmember Poll stated he hates to see the city lose any commercial property. Erika called for the vote. Councilmembers Lusk and Thomas voted yes. Councilmember Poll, Poff, and Hilton vote no. The motion died 3 to 2.

Councilmember Lusk moved to reconsider. Councilmember Poff moved to seconded. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

Councilmember Poff moved to table Ordinance 12-06 for two weeks to allow him to research some of his concerns. Councilmember Lusk seconded. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

Councilmember Thomas moved to open the public hearing for Ordinance 12-07. Councilmember Poll seconded the motion. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

***** PUBLIC HEARING *****

ORDINANCE 12-07: Amendment To City's Zoning Map – Change of Zoning Parcel #13-036-0072 from Agricultural (A) to Residential Moderate (RM) Zone; Norman Fowles Estate, Property Owner/Nilson Homes, Agent: A rezone application to change the property from Agricultural (A) to Residential Moderate (RM) was submitted concurrently with a subdivision application. Property owner is Norman Fowles Estate/Lisa Marie Ernest; agent is Nilson Homes. The Planning Commission recommended approval the rezone. This change of zoning complies with the General Plan Projected Land Use map and will allow for the zoning compliance of the subdivision.

Mayor Monroe asked if there was any public comment.

Gary Girres, 2540 E. 7800 S., stated the zoning change from agricultural to residential moderate zone will impact this area by increasing traffic. He feels 7800 South needs to be addressed prior to approving this subdivision. He is specifically concerned about the corner by Rhea Westbroek's home. He is also concerned about children walking to the High Mark Charter School. Mr. Girres has a major concern with individuals driving at high speed down the frontage road and traffic turning from 7800 South onto the frontage road.

Doug Austin, 2550 E. 7800 S., stated at the Planning Commission meeting there were a number of concerns brought up by neighbors surrounding this property. He would like to know if the council is aware of those issues. Mayor Monroe stated the council received a copy of the minutes from that meeting. Mr. Austin is concerned about the connecting road and it being a hazard in the winter time. He stated there are about five turns in a neighborhood with many children. He is also concerned about children walking to the High Mark Charter School. He stated there is poor site distance at the stop sign on the corner by Farrell Poll's home. Mr. Austin stated all the storm runoff on Daniel Lane brings mud and dirt across the street, in which the city is responsible for that. Councilmember Poll explained that he has tried to get the Public Works Director to address the stop sign and move it out 10 ft. He stated the problem with 7800 South goes way back. It is a checker board as far as who owns what. He can understand each individual concerns and knows it is a dilemma. He feels the city should look at widening the street from Daniel Way all the way to the frontage road. Councilmember Poll stated the connection of the road is in the city's master plan. He hopes that because it is not a straight away that individuals will try to avoid that connecting road by going straight on Deer Run Drive. He stated two cul-de-sacs would be nice; however, the city has to look at the flow of traffic and emergency access.

Rod Westbroek, 2538 E. 8150 S., stated he is currently serving on the Planning Commission. He has lived on 7800 South practically his whole life. He measured the road on Sunday and found that there is 20 ft. of asphalt. He feels if the street is going to connect, the city should look at what can be done to improve 7800 South. He doesn't think it would be too hard to take from Daniel Way (2600 East) on up to the frontage road and widen the street. He feels from Daniel Way (2600 East) west should be left the way it is.

Councilmember Thomas moved to close the public hearing for Ordinance 12-07. Councilmember Hilton seconded the motion. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

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

Councilmember Poff moved to approve Ordinance 12-07-Amendment To City's Zoning Map – Change of Zoning Parcel #13-036-0072 from Agricultural (A) to Residential Moderate (RM) Zone; Norman Fowles Estate, Property Owner/Nilson Homes, Agent. Councilmember Lusk seconded the motion. Erika called for the vote. Councilmembers Hilton, Poff, Poll, Lusk, and Thomas voted yes. The motion carried.

Councilmember Lusk moved to open the public hearing for Resolution 12-23. Councilmember Poll seconded the motion. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

******* PUBLIC HEARING *******

RESOLUTION 12-23: Final Plat – Gardner's Cove 10-lot Subdivision located at approximately 7862 S. 2450 East; Norman Fowles Estate, Property Owner/Nilson Homes, Developer: Gardner's Cove is a proposed 10 lot subdivision located at approximately 7862 S 2450 East. A rezone application to change the property from Agricultural (A) to Residential Moderate (RM) was also submitted (see ORD 12-07). Property owner is Norman Fowles Estate/Lisa Marie Ernest. Agent/developer is Nilson Homes.

The Planning Commission recommended approval the subdivision with conditions. Staff has reviewed the plat and plans and has found the conditions have been met (other than those reflected in the resolution). A Geotechnical Study of the entire development has been submitted and is on file for your review if desired. There are hillside easement/restricted building easements in place for all lots bordering the Davis and Weber Canal.

All conditions placed on the developer for this subdivision have been met, or are included in the Resolution.

Mayor Monroe asked if there was any public comment.

Gary Girres, 2540 E. 7800 S., stated at the Planning Commission meeting they discussed the need for more water. He would like to know if the council has heard from Weber Basin concerning whether or not there is enough water for this subdivision. He also reiterated the need for safety concerns.

Rorie Stott, representing South Weber Water Improvement District, explained that there is a certain amount of water per every acre that they cover. Because of the overuse of water early in the year, water has been decreased. He stated the secondary water line is a 4" line and it isn't sufficient. He stated the line coming down Fowles needs to tie into it. He then asked if the High Mark Charter School has looked at installing a walkway from the subdivisions. Mayor Monroe stated it isn't the city's easement to pursue. He explained that the school would need to work that out with surrounding property owners.

Mr. Austin complained about the lack of secondary water pressure. He feels the whole area needs to be addressed sooner or later. He stated when the school is running their water, his water pressure is decreased. Rorie stated those issues need to be addressed to the South Weber Water Improvement District.

Councilmember Poll moved to close the public hearing for Resolution 12-23.

Councilmember Lusk seconded the motion. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

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

Councilmember Thomas moved to approve Resolution 12-23 - Final Plat – Gardner’s Cove 10-lot Subdivision located at approximately 7862 S. 2450 East; Norman Fowles Estate, Property Owner/Nilson Homes, Developer with the condition of the developer meeting with the South Weber Water Improvement District concerning the secondary water line.

Motion died due to lack of a second:

Councilmember Poll asked if there is a cost estimate for improving Daniel Way (2600 East) and 7800 South. Rodger stated there are studies that prove wider roads create higher speed. He stated there are cheaper options, such as moving the stop sign, striping the road, etc. He does feel there are things that need to be done to the road and it will take time. Brandon Jones, City Engineer, feels the road does need to be reviewed, but those items should be addressed with the city and not with the development of this subdivision. Brandon stated the storm water created by this subdivision has been addressed; however, the storm water on Daniel Way (2600 East) and 7800 South would need to be addressed along with the improvements needed.

Bruce Nilson stated the name of the subdivision is not “Gardner’s Cove”, but should be “Gardeners Grove” Subdivision as per Mr. Fowles wishes.

Councilmember Poff asked if the city is comfortable with the retaining wall. Brandon stated the developer did not submit a design of the retaining walls; however, there is a requirement that an engineer would need to sign off on the design.

Councilmember Poll moved to approve Resolution 12-23 - Final Plat – Gardeners Grove 10-lot Subdivision located at approximately 7862 S. 2450 East; Norman Fowles Estate, Property Owner/Nilson Homes, Developer and direct the city staff to look at improving 7800 and moving the stop sign from Daniel Way (2660 East) to 7800 South. He would also like to add the condition of the developer meeting with the South Weber Water Improvement District concerning the secondary water line. Councilmember Lusk seconded the motion. Erika called for the vote. Councilmembers Hilton, Poff, Poll, Lusk, and Thomas voted yes. The motion carried.

RESOLUTION 12-24: Conditional Acceptance – High Mark Charter School/Subdivision:

Jones and Associates, Consulting Engineers for South Weber City, has conducted an inspection of the High Mark Charter School Subdivision and it has been determined that the improvements in the subdivision have been completed satisfactorily to meet minimum requirements according to city standards and specifications.

Councilmember Thomas moved to approve Resolution 12-24- Conditional Acceptance of High Mark Charter School/Subdivision. Councilmember Lusk seconded the motion. Erika called for the vote. Councilmembers Hilton, Poff, Poll, Lusk, and Thomas voted yes. The motion carried.

CITY COUNCILMEMBER APPLICANT PRESENTATIONS & INTERVIEWS:

A vacancy is being created in the office of Councilmember upon the voluntary resignation of office of Sara Lusk, effective 11 September 2012.

List of Applicants: Amy L. Gerrard, Joseph E. Gertge, Angela Petty, Sam Stokes, Mervyn Taylor, Jan Ukena, Scott E. Woodbury.

Amy Gerrard, stated South Weber has always been a tiny town with a country atmosphere. She feels we need to look to the future and look at the commercial as well. She has lived in South Weber for almost ten years. She has worked with safety concerns for South Weber Elementary School. She has worked with Roger Miller on the Car Show. She works with the D.A.R.E. committee. She is currently working with Davis County Sheriff's Department concerning the increased traffic with High Mark Charter School. Councilmember Poll asked her about the gravel pits. She stated they are not going to go away fast. She stated we need to work with them.

Joseph Gertge, 8031 S. 2250 E., stated the council should have his resume and his accomplishments in their packet. He left his term of being mayor in 2008. He feels there are things that were left undone. He has a desire for win/win situations. He has the time to research and serve on various committees. He knows many of the citizens from east to west. He would like to see some pressure put on the gravel pits.

Angie Petty, 7692 Cornia Dr., stated she is currently a homemaker. She grew up in a small farming community. She loves this community even more than the city she grew up in. She has worked with the Weber County Dairy Commission. She recently served with her husband as the chairpersons for the Coke wagon. She enjoys meeting new people. She has worked in the banking business. She feels the skills she learned while employed will help as a councilmember. Concerning the gravel pits, she knows it is an income for the city so she wouldn't be too quick to kick them out.

Sam Stokes, 7898 S. 2175 E., stated he moved to South Weber when he was fifteen years old. He has lived in his home with his wife for two years now. He would like to take an active role in serving the community. He is CERT certified. He did run for the council in the last election. He is currently working for IHC while attending Weber State University. He is willing to research and put forth the effort to do his best. He loves this community. Concerning the gravel pits, he would like to see them hold up to the promises they have made. He doesn't want them to keep digging and digging until the pit isn't useable.

Merv Taylor, 8062 S. 2300 E., stated he has lived in South Weber for 23 years. He just retired from law enforcement. He has the time to serve. He has attended many council meetings in many cities. He knows budgets. He has served on the South Weber Planning Commission as well as the Sewer Committee. He is willing to concentrate on what is good for the city as a whole. He is in favor of commercial development. He has worked with many gas stations. He feels when the economy turns around, the commercial property will develop. He is willing to serve the citizens of this community. The gravel pits are a source of revenue for the city. He feels the city needs to work with them in a positive and straight forward manner.

Jan Ukena, 7948 S. 2100 E., applauded everyone who applied for this position. She knows this is a big job and commitment. She would bring three things to this city: (1) knowledge and understanding of city ordinances, (2) no conflicts of interest, and (3) She has no agenda. She just wants to serve. She and her husband have served as chairpersons for Country Fair Days. She has served on the Planning Commission and City Council. She is currently serving on the Restoration Advisory Board. She stated her family has participated in many activities in the city through Country Fair Days, recreation, etc. She has experience with commercial development. Concerning the gravel pits, she doesn't think they will be a lake. She feels the city needs to be nice to them because they do provide revenue for us.

Rodger Worthen, City Manager, read Scott Woodbury's letter. He stated Scott could not be in attendance.

Councilmember Thomas moved to enter into a closed executive session at 7:34 p.m. as per Utah Code 53-4-204 & 52-4-25 for the purpose of discussion of character, professional competence, or physical or mental health of individual(s). Councilmember Poll seconded the motion. Councilmembers Hilton, Poff, Poll, Lusk, and Thomas voted yes. The motion carried.

Councilmember Poff moved to reconvene the public meeting at 8:23 p.m. Councilmember Poll seconded the motion. Councilmembers Hilton, Poff, Poll, Lusk, and Thomas voted yes. The motion carried.

RESOLUTION 12-25: Appointment of City Councilmember:

Mayor Monroe stated there are a lot of emotions in trying to replacement a councilmember. He thanked everyone for their time and service for those who put in for this position.

Councilmember Thomas moved to appoint Joe Gertge to fill the office of Councilmember of South Weber City for the unexpired term of office 11 September 2012 thru 6 January 2014 and accept Sara Lusk's resignation. Councilmember Poll seconded the motion. Erika called for the vote. Councilmembers Hilton, Poff, Poll, and Thomas voted yes. Councilmember Lusk voted no. The motion carried 4 to 1.

OATH OF OFFICE – Administered by Erika Ahlstrom, City Recorder: Erika administered the Oath of Office to Joe Gertge.

RECOGNITION OF SERVICE – COUNCILMEMBER SARA LUSK: Mayor Monroe thanked Sara for her service and stated she has done a lot for this community. She has passion for the Fire Department and Emergency Preparedness. He stated she is determined as she looks at the issues. He respects her for that. She will be missed. Mayor Monroe presented her with a plaque. Sara stated this was not an easy decision for her to make. She is doing what is best for her family. She will miss South Weber City. She will miss the Fire Department and thanked them for all their time and effort. She thanked the city staff for their commitment to the city. She will miss the residents.

NON-SCHEDULED DELEGATION:

Rob Osborne, 2317 E. View Drive, thanked the Council for their support of the High Mark Charter School. He hopes it is a building the city is proud of. He stated things are going very well. He would like the Council to help support them with getting an easement up the hill. He thanked Sara Lusk for her help and service.

Paul Sturm, 2527 Deer Run Drive, thanked the city for replacing the speed limit sign on Deer Run Drive. He asked about another speed limit sign on 2451 and house that is east of that going eastbound. He has met with Davis County Sheriff's Department. He recommended moving the sign going west. He had some vandalism on his property. He made a speed limit sign and it was vandalized as well as his mailbox. He is trying to abide by the law and get people to slow down.

Layne Kap, 8085 S. Juniper Court, stated he is concerned about 70 ft. right-of-way in Easton Village Subdivision. He is requesting a 60 ft. right-of-way which coincides with the surrounding subdivisions. Mayor Monroe stated the council can discuss that item at the next work meeting. Rodger read from Ordinance 11-2-3. He stated the Planning Commission is authorized to make a variance and recommend it to the City Council.

MAYOR'S ITEMS:

Utah League of Cities and Towns: Begins tomorrow.

CITY COUNCIL ITEMS:

Councilmember Poll:

Policy Committee: All resolutions were passed. There isn't really anything the city should be concerned with at this time.

Councilmember Poll thanked Sara for all her service and hard work for this city and stated the community is better because of her.

Councilmember Poff:

Council Position: He thanked everyone who put in an application. He thanked Sara for her involvement and wished her luck.

Youth Council: He stated they will be conducting Youth Council interviews.

Councilmember Hilton: He thanked those who put their names in to be on the city council. He stated it was a difficult decision. He appreciated their interest. He appreciated the opportunity to work with Sara and wished her the best.

Councilmember Gertge: He stated he is humble and overwhelmed at this opportunity. He thanked the council. He thanked Sara for her service.

Councilmember Thomas: He stated Sara has big shoes to fill. He appreciated working with Sara on the council and in their neighborhood.

CITY MANAGER ITEMS:

Rodger thanked Sara for her service and wished her the best. He welcomed Councilmember Gertge. He stated the city staff has appreciated all that Sara has done for the city.

Team Training: Rodger would like those who can not attend the training on Thursday, September 20th to be available by telephone to meet with the facilitator.

CITY RECORDER ITEMS:

Erika thanked Sara for her service. Michelle thanked Sara and her family for their sacrifice and service.

ADJOURNED: Councilmember Thomas moved to adjourn the City Council meeting at 8:52 p.m. Councilmember Poll seconded the motion. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

APPROVED: _____ Date

Mayor: Jeff Monroe

Transcriber: Michelle Clark

Attest: _____
City Recorder: Erika Ahlstrom

SEPTEMBER 11, 2012

WORK/DISCUSSION MEETING PRIOR TO CITY COUNCIL

Those in attendance to the work session were: Mayor Jeff Monroe, Councilmembers Randy Hilton, Sara Lusk, Michael Poff, Farrell Poll, Dave Thomas, City Manager Rodger Worthen, City Recorder Erika Ahlstrom.

Visitors: Ryan Hales.

Councilmember Lusk moved and Councilmember Hilton seconded motion to go into work meeting. Work meeting commenced at 5:39 p.m.

Warrant Register and Consent Agenda: Councilmember Poff asked if we are where we want to be on the expenses for Country Fair Days. Rodger said we are still getting invoices. The financial information will be provided with the Country Fair Days report on Sep 25.

Ordinance 12-06 Rezone Martinez: Mayor Monroe said this is a rezone application which doesn't indicate what they plan to develop. The applicant mentioned in the Planning Commission meeting that they are looking at three lots. Councilmember Poff said although this is a different applicant (Kay Martinez, applicant, is Ron Martinez' wife), but he asked if we got all of the issues addressed with Mr. Martinez. Erika said she doesn't know of any outstanding issues with the city. Mayor Monroe said the applicant is not Ron, and we are addressing a rezone. He said the council needs to consider if they want to keep commercial aspect adjacent to the other commercial property, or allow them to piggy back next to the PUD and have RM zone.

Ordinance 12-07 Rezone Fowles: Mayor Monroe said this complies with what is happening in that area.

Resolution 12-23 Final Plat Gardner's Cove: Mayor Monroe said the residents don't want the traffic to go through. Rodger said this ties together Mountain View Meadow and Kennywood subdivisions. It was discussed that 150 feet of the road will be 10%. Rodger said the road needs to be connected for ease of access and emergency access.

Resolution 12-24 Conditional Acceptance High Mark: All improvements in, just hold 10%. There are traffic issues.

Councilmember Applications: Select same questions for everybody.

Work meeting adjourned at 6:00 p.m. Work meeting minutes by Erika Ahlstrom

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SOUTH WEBER CITY CITY COUNCIL WORK MEETING

DATE OF MEETING: 18 September 2012

TIME COMMENCED: 5:34 p.m.

PRESENT: MAYOR:

Jeff Monroe

COUNCILMEMBERS:

Joe Gertge

Randy Hilton

Michael Poff

Farrell Poll

Dave Thomas

CITY MANAGER:

Rodger Worthen

CITY RECORDER:

Erika Ahlstrom

Visitors: Steve Jones, Brandon Jones, Lenette Snouffer, Gary Girres, Rob Osborn, Tamie Call, Bo Call, Calvin Kap, Layne Kap, Tom Graydon.

Councilmember Thomas moved and Councilmember Hilton seconded motion to go into work meeting.

WATER DISTRIBUTION SYSTEM OPTIIZATION ANALYSIS REPORT – Hansen, Allen & Luce, Inc.: Rodger stated that the city has had a static water model, which would take flowtestings, pressures and zones and give us a snapshot in time of the water system. This optimization model is a more dynamic model, a “video” of our water system which we can look to at any time. He explained the water system is made up of pipes. Valves, pressure relief, water tanks, size of tanks, hydrants, when people use the water, where we get the water from, etc. Hansen, Allen & Luce performed a study and provided the “video” which allows us to look for things we can do better and more efficiently and how we can save money in that delivery.

Steve Jones from Hansen, Allen & Luce presented the dynamic model. He explained that it is like a movie instead of a picture book, which can run through a day or several days. He displayed and ran the model, with a tracer on the well. Mr. Jones said once the model is run, you can change settings in the computer rather than in the system. The model shows the percent of water coming from the well, and where the water is going from the well. The program also allows you to look at specific property and see if there is a pressure issue.

Mr. Jones said overall the city’s system performs quite well. He said he found some ways the city could make the system more efficient. He said the water tanks hold a lot of water, and if they are full all the time it allows the water to get old without using it. Mr. Jones said it is good to let the water in the tanks fluctuate down and fill back up as it circulates the water and refreshes it. He said the city can fill the tanks when water is cheaper and use during high cost of energy periods. He said running the pumps on the off peak schedule and only use at night could cut the power bill in half. He stated the model shows we could do that, rely on the tanks during the peak periods. Rodger stated that puts money back in the water fund through the savings.

Mr. Jones said this is free software and the public works employees will be trained to use it. Mayor Monroe said the staff should bring findings to the council in six months and see how the model is working for us.

Councilmember Poll was excused at this time.

CITIZEN REQUEST: Lenette Girres Snouffer, Discuss Need for Sidewalk to High Mark Charter

School/Safety Issues: Ms. Snouffer stated her two children attend High Mark Charter School, and there are concerns with speed and the need for sidewalks. She said parents are parking on the north side of South Weber Drive. Ms. Snouffer has a petition she has been having people sign. She said she understands the UDOT owns the road. She requested that the city provide a letter of support on this safety issue, and she will keep going (toward getting sidewalks in) from there. Ms. Snouffer said that the children are worth it, and we don't want a fatality on our hands. Councilmember Thomas said he supports providing a letter, and he suggested that Ms. Snouffer contact Representative Brad Dee, who would have the most influence with UDOT.

Discussion regarding UDOT's Safe Sidewalks program was discussed. This is a 75/25 matching grant. Rodger stated that last year they only had \$160K to distribute among Region 1. Mayor Monroe addressed that if they wish to have a sidewalk from 2100 East to the Frontage Road, there may be some easement issues.

Rob Osborne said the school's position is that the board has decided they would like to get with UDOT to get a crosswalk at the school and at 2100 East. He said that crossing guards are less expensive than installing a sidewalk. He said their second choice would be to go up the hill.

Rodger will draft a letter of support. Ms. Snouffer will continue with the petition. We will also continue to try for the Region 1 grant money. Mayor thanked Ms. Snouffer for bringing this to the Council's attention.

CITIZEN REQUEST: Bo & Tamie Call, discuss Secondary Water for Canyon meadows Detention

Basin: Mr. Call stated that the Canyon Meadows detention basin is full of weeds. The Calls have been been putting horses there to keep the weeds down for the last couple years. Mr. Call said that last year it rained and kept the area green, but there is a need to have water on the property. Mr. Call said they are willing to put secondary water in if the city would approve it. He would like the City to work with them on a longer term commitment so the Calls are not asked to leave after putting in expense to put in secondary water. Mayor Monroe said we have other detention basins that we water and maintain. Rodger stated having animals on the property keeps the vegetation down, however there are some plants the horses won't eat. He feels there is a mutual benefit in that the animals keep the vegetation down and the city isn't having to go in and cut them down. He can see how having secondary water would be a benefit. Councilmember Gertge asked if there are wetland rules we have to adhere to. Mr. Call reiterated they are willing to put the secondary water there in an effort to make the area better. Mrs. Call stated it is \$2,500 to hook up to the system. Rodger said there will also be the cost of the work to put it in. Councilmember Thomas, Councilmember Poff, and Mayor Monroe all stated they are not opposed to an agreement. It was discussed that if the Calls put forth the expense of putting it in, then the city could give them ten or fifteen years of use. Councilmember Thomas proposed directing staff to draft an agreement. Mayor Monroe agreed, stating this shall come back to the council for approval.

DISCUSSION – EASTON VILLAGE SUBDIVISION ROAD RIGHT-OF-WAY: Councilmember

Thomas said this needs to go to the Planning Commission for a recommendation so he is wondering why it is on this agenda. Layne Kap said he wanted to find out if he is wasting his time going to Planning Commission. Rodger said the Planning Commission's recommendation will come to the City Council, which is the approving body.

The reason for the 70 foot right of way was discussed. Mayor Monroe said the city wanted a wider sidewalk for people to walk on. Rodger said this makes more sidewalk for the city to have to fix, intermixing cross sections doesn't make sense, and this is not going to be a walkable community.

OTHER ITEMS: Fire Flows – Fire Chief Tom Graydon arrived at this time. He reported the new waterline increased the fireflow in the area to 2,000 gallons per minute. Rodger said when the city was looking to award the project, there was reluctance because we didn't know for sure these were the best ones to do, but now we can see the projects we selected were beneficial.

Secondary Water: Mayor Monroe reported the secondary water has been turned off by Weber Basin because the users used up the allocations.

Training with Pam Gardiol: Rodger will reschedule for October.

Policy Priorities: Rodger did a deviation scoring from the information gathered in February. He said there are a lot of discrepancies in the viewpoints between staff and council regarding the city's goals. Rodger will send the information to the Council. He said once the council can pin down the policies, the staff can implement programs to follow the policies. He said the staff's goals can work up to the policies and the staff can provide reports quarterly to tell what they have done to help achieve the goals.

Next Week's Meeting: Will be cancelled due to the number of individuals who cannot attend.

The meeting adjourned at 6:53 p.m.

Minutes by _____
Erika Ahlstrom, City Recorder

SOUTH WEBER CITY

(A Municipal Corporation of the State of Utah)

Purchase Order

2297

TO: (Company/Person):

Academy Sports

DESCRIPTION OF ITEM(S):

2012 Football Jerseys

PURCHASES AUTHORIZED BY:	PURCHASES MADE BY: <i>Curtis Brown</i>	Date: <i>10-2-12</i>
		Amount of Order: <i>3200.00</i>
REMIT INVOICE TO: South Weber City Accounts Payable 1600 E. South Weber Drive South Weber, Utah 84405 Phone: 801-479-3177 Fax: 801-479-0066	SOUTH WEBER CITY Tax Exempt Entity #11939613-002-STC	Department to Charge to:
	General Ledger Budget Amount: \$	General Ledger Account Number:
	Current Balance: \$	

White - Office

Yellow - Vendor

SOUTH WEBER CITY

(A Municipal Corporation of the State of Utah)

Purchase Order

2232

TO: (Company/Person): *Great Basin TP*

DESCRIPTION OF ITEM(S): *28- 4-10 Fertilizer For all parks (1960⁰⁰)*
Weed control for all parks (1250⁰⁰)

PURCHASES AUTHORIZED BY:	PURCHASES MADE BY:	Date:
	<i>MY</i>	<i>9-27-2012</i>
REMIT INVOICE TO: South Weber City Accounts Payable 1600 E. South Weber Drive South Weber, Utah 84405 Phone: 801-479-3177 Fax: 801-479-0066	SOUTH WEBER CITY Tax Exempt Entity #11939613-002-STC	Amount of Order:
	General Ledger Budget Amount:	<i>3210⁰⁰</i>
	Current Balance:	Department to Charge to:
		<i>Parks</i>
		General Ledger Account Number:

White - Office

Yellow - Vendor

RESOLUTION 12-26

APPROVAL TO AMEND AGREEMENT WITH ROBINSON WASTE FOR GARBAGE COLLECTION SERVICES

WHEREAS South Weber City entered into a contract with Robinson Waste Services for Garbage Collection service on September 19, 2007; and

WHEREAS the term of the contract was for a period of five (5) years, with the option to extend or renew the contract for additional five (5) year periods; and

WHEREAS the City desires to continue contracting with Robinson Waste for garbage collection services for another five-year period; and

WHEREAS Paragraph 12 of the original Agreement states Robinson Waste will provide "Special Services" as specified therein; and

WHEREAS services can become suspended or disrupted in a time of crises or other public disaster and the City seeks to minimize any such potential disruptions, therefore the City may need additional special services in the event of an emergency or catastrophic incidents; and

WHEREAS Robinson Waste agrees to provide services to the City in the event of an emergency or catastrophic incident at the same rate as specified in the original Agreement.

NOW, BE IT THEREFORE RESOLVED, that by the City Council of South Weber City, State of Utah, that the contract between South Weber City and Robinson Waste Services shall be amended to renew the contract for another five-year period, with the provision that the parties shall have an option to extend or renew the Agreement for additional five (5) year periods, and to add service in the event of an emergency or catastrophic incident to the special services provided.

PASSED AND RESOLVED by the City Council of South Weber this **9th** day of **October 2012**.

APPROVED

Jeffery G. Monroe, Mayor

Attest:

Erika J. Ahlstrom, City Recorder



2719 North Fairfield Road • Layton, UT 84041
Ph: (801) 825-3800 • Fax: (801) 825-3850
www.robinsonwasteservices.com

South Weber City
Attn: Rodger Worthen
1600 E. South Weber Dr.
South Weber, UT 84405

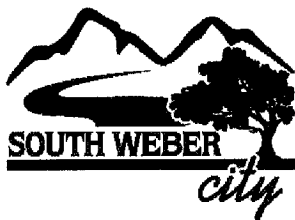
Dear Rodger,

As you know, our contract is due to expire Sept. 30, 2012. Thank you for your communication and feedback that the city is happy with our performance. We appreciate very much the opportunity to partner with the city in providing this service. Please accept my request to exercise the renewal provision of the contract. We remain committed to providing the highest level of service available and to always reflect positively on South Weber City.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Robinson', with a long, sweeping horizontal line extending to the right.

Steve Robinson
Robinson Waste Services, Inc.



1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

Date: September 19, 2012
To: Steve Robinson, Robinson Waste (via Fax 801-825-3850)
From: Rodger Worthen
Subj: Draft of Service Contract Addendum

Steve-

Thanks for your letter requesting contract renewal for Robinson Waste. I support the great service that Robinson has provided to the City in the past and see no issues with renewing our agreement. As such, please review the attached contract addendum; I would like to know if you have any concerns with the content or the addendum itself. You will notice that we have added into the addendum wording that addresses emergency or catastrophic incident service and the rates for such service.

I did mention previously that we would not have the council approve the renewal of the agreement, however, in moving forward I think it would be best if we have them give their review and approval of this contract renewal. As such, please plan for meeting the City Council on October 9th at 6pm for any questions. Hopefully, that evening we can close this issue.

Let me know if you have any questions or if you have changes to the attached contract addendum.

Thanks Steve



Rodger W.
South Weber City Manager

Garbage Collection Contract Addendum

ADDENDUM TO CONTRACT FOR GARBAGE COLLECTION BETWEEN SOUTH WEBER CITY AND ROBINSON WASTE SERVICES ENTERED INTO

WHEREAS South Weber City entered into a contract with Robinson Waste Services for Garbage Collection service on September 19, 2007; and

WHEREAS the term of the contract was for a period of five (5) years, with the option to extend or renew the contract for additional five (5) year periods; and

WHEREAS the City desires to continue contracting with Robinson Waste for garbage collection services for another five-year period; and

WHEREAS Paragraph 12 of the original Agreement states Robinson Waste will provide "Special Services" as specified therein; and

WHEREAS services can become suspended or disrupted in a time of crises or other public disaster and the City seeks to minimize any such potential disruptions, therefore the City may need additional special services in the event of an emergency or catastrophic incidents; and

WHEREAS Robinson Waste agrees to provide services to the City in the event of and emergency or catastrophic incident at the same rate as specified in the original Agreement.

NOW, THEREFORE, it is mutually agreed and understood that the contract between South Weber City and Robinson Waste Services shall be amended to renew the contract for another five-year period, with the provision that the parties shall have an option to extend or renew the Agreement for additional five (5) year periods, and to add service in the event of an emergency or catastrophic incident to the special services provided.

IN WITNESS WHEREOF, SOUTH WEBER CITY and ROBINSON WASTE SERVICES have executed this addendum on this _____ day of _____, 2012.

ROBINSON WASTE SERVICES

SOUTH WEBER CITY CORPORATION

By: _____
STEVEN C. ROBINSON
President

By: _____
JEFFERY G. MONROE
Mayor

ATTEST:

Erika J. Ahlstrom, City Recorder

GARBAGE COLLECTION CONTRACT

SOUTH WEBER CITY CORPORATION, a municipal corporation of 1600 East South Weber Drive, South Weber City, State of Utah, hereinafter referred to as the “City”, and **ROBINSON WASTE SERVICES, INC.**, a Utah corporation, with offices at 2719 North Fairfield Road, Layton, Utah, hereinafter referred to as the “Collector”, hereby agree as follows:

RECITALS

I

The City is a municipal corporation of the State of Utah and provides garbage removal services by Contract to the residents and inhabitants of the City.

II

The Collector is in the business of collecting and removing garbage and waste for appropriate disposal.

III

The City has refuse containers designed for automatic curbside pickup.

IV

The parties desire to enter into a Contract under the terms of which Collector shall remove garbage and waste for appropriate disposal.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein and other good and valuable consideration, the parties do hereby contract and agree as follows:

1. GARBAGE COLLECTION

A. Collector agrees to pick up garbage from curbside at each residential unit, including apartments, duplexes, and all other types of residential units and small commercial units, presently being served by the City, and each new residential unit when constructed on an improved street within the City limits.

B. Pickup shall be not less than once a week, on the same day of each Week, except where special circumstances exist and the City has granted advanced permission in writing to make pickups on a different day of the week.

C. Collector will include service at City facilities, hereinafter described.

D. Service shall also include Spring and Fall clean-ups and annual Christmas tree pickup as hereinafter described.

E. Collector shall provide special assistance to elderly and handicapped residents as hereinafter described.

F. Collector shall use automated equipment capable of properly picking up and handling the automated trash containers owned by the City.

2. COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL ESTABLISHMENTS

Collector may deal directly with business, commercial, industrial and institutional establishments, on the same basis as other commercial garbage collectors, and all sums collected by Collector from such entities shall be paid directly to the Collector as compensation for servicing such entities and Collector shall not be required to account to the City for such accounts.

3. EXCLUSIVE RIGHT

During the term of this Agreement, the Collector is granted an exclusive right to collect all residential solid waste covered by this Agreement and generated within

the City. Should the City determine in the future to offer recycling collection and disposal services to its residents, Collector shall have the right to negotiate to provide such services. Such agreement shall be made by written addendum to this Contract.

4. CLEAN AND WORKMANLIKE MANNER

Collector agrees that garbage pickup provided for in this Contract shall be done by Collector in a clean and workmanlike manner and with as little inconvenience as possible to the inhabitants of the City.

Any garbage spilled, dropped or scattered in any manner by the Collector or employees or agents thereof, shall be gathered or picked up immediately by the Collector and not allowed to remain in the street. If garbage is missed at any pickup stop through no fault of the occupant, then the Collector agrees to return to the pickup stop and make the collection as and when requested to do so by the City. Collector agrees that all pickup or collection under this Contract shall be done in accordance with the ordinances, rules and regulations of the City and the State of Utah to the satisfaction of the City.

The Collector shall perform the service provided for herein in such a manner as not to constitute a nuisance within the City.

5. CONTAINERS LOCATION AND CARE

A. All approved garbage containers shall be placed by the customers within 2 feet of the blacktop or in the gutter if curb and gutter is present, and at a location that is readily accessible to the Collector and its equipment, unless previous arrangements are made between the Resident and the Collector. If there are 2 or more containers, the containers must be a minimum of 4 feet apart. Access to the containers shall not be blocked and the collection vehicle must have clear access to the containers.

B. Containers shall all be automated containers mutually acceptable to the Collector and the City. Collector shall not be obligated or required to collect garbage in or from any other form, type or size container.

C. The Collector shall use care in handling such containers to insure that they are not damaged during the collection process.

D. The containers provided for herein shall be furnished by the City at no cost or expense to the Collector, except in case of damage to such containers through carelessness or negligence on the part of the Collector.

E. The Collector shall not be liable for damage caused by previous collectors.

6. TERMS

A. The initial term of this Contract shall be for a period of five (5) years commencing October 1, 2007 and ending September 30, 2012.

B. The Collector shall have an option to extend or renew this Contract for additional five (5) year periods in accordance with Section 7, Subparagraph B, provided that performance is satisfactory with the City.

C. This Contract may be terminated with the consent of both parties, or in the case one party breaches the contract, the other party may terminate the contract. In such case, the party terminating the contract shall give ninety (90) days written notice by certified mail, whereupon the contract shall terminate at the expiration of the ninety (90) days unless the default is remedied to the satisfaction of the terminating party prior to the expiration of the ninety (90) days.

7. PAYMENT

A. As consideration for the faithful performance of Collector's

obligations hereunder, the City agrees to pay Collector the sum of \$4.44 per residential unit per month. An additional \$1.50 per residential unit per month, per each additional automated container.

B. Changes in rates for extension or renewal periods will be negotiated by the Collector and the City. Such adjustment shall be made by written addendum to this Contract.

C. The rate may be adjusted annually for inflation or deflation in accordance with the Consumer Price Index (CPI) throughout the term of the contract and any extensions thereof.

D. Payment for services provided for herein shall be made by the City on or before the last day of each month for services rendered during the prior calendar month.

E. The Collector may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of, but not limited to, unusual changes in its cost of operations, such as made necessary by revised laws, ordinances or regulations, changes in location or disposal sites and/or increased fuel expenses. In the event the petition is found by the City to be reasonable under the circumstances, the rates may be appropriately adjusted.

8. CLAIMS AND INSURANCE

A. It is understood and agreed that Collector performs the services covered by this Contract as an independent contractor and not as an employee or agent of the City, and that the purposes of this Contract are to secure for the City the collection of garbage from residences within the City in a clean, orderly and workmanlike manner. Subject to the terms herein, Collector shall perform and carry out the responsibilities of this Contract in its discretion and without interference to or direction from the City.

B. The Collector shall indemnify and hold harmless, the City and its officers, agents, servants, and employees from claims, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Agreement or by or in consequence of any negligence or act or omission of the Collector of its employees, agents or subcontractors in fulfilling this contract except to the extent the claims, damages, costs or expenses result from the negligence of the City. The Collector shall also obtain and maintain in effect during the term of this Agreement vehicle liability insurance, together with a comprehensive general liability policy covering its operations pertaining to the City, both with liability limits not less than \$1,000,000 property damage and \$1,000,000 bodily injury, naming the City as an additional insured. Certificates of Insurance shall be filed with the City before work is commenced by the Collector.

C. The Collector shall carry, with an insurance company authorized to transact business in the State of Utah, a policy that fulfills all the requirements of the Workmen's Compensation Act of Utah, including all legal requirements for occupational diseases.

9. EQUIPMENT, LABOR

Collector shall furnish all of its labor, material and equipment of any kind and description necessary for the performance of the obligations of this Contract.

10. VEHICLES, DUMPING

A. All vehicles used by Collector shall be sanitary and of leak-proof construction and shall not be overloaded so as to create the likelihood of spilling or dropping garbage therefrom. All vehicles shall be in a safe operable condition and shall conform to all applicable Federal, State and local safety requirements. All garbage shall be delivered by Collector to the Davis Country Solid Waste Management Recovery

District (now known as Wasatch Energy Systems) for disposal in accordance with the ordinances, rules and regulations governing the use of the Wasatch Energy Systems Plant and/or Landfill operated by Wasatch Energy Systems. The city will pay all disposal fees charged by Wasatch Energy Systems for garbage delivered under the terms of the agreement.

B. The Collector will pick up refuse at the front of each residential unit between 6:00 a.m. and 5:00 p.m. on the day agreed upon between the Collector and the City for refuse collection.

C. The Collector shall advertise and have a listed telephone number and shall have a responsible person at the number from 8:00 a.m. to 5:00 p.m. during every collection day with the authority to make decisions relevant to operations under this contract. In addition, an employee of the firm shall answer the telephone to receive complaints and inquiries from the public related to this contract. All complaints shall be resolved in an expeditious manner within the twenty-four (24) hour period following receipt of the complaint.

11. DEFINITION OF GARBAGE

A. The term "Garbage" shall be construed to include but not be limited to any organic refuse or waste, animal or vegetable matter (except body waste), cans, bottles, rubbish, waste paper, refuse, rags, crockery, trash, Christmas trees, and household refuse or debris of any description or kind.

B. Material which may be damaging to equipment will not be picked up.

C. All garbage shall be placed in the aforescribed containers.

D. The City agrees to make its best efforts to enforce its refuse

collection ordinance, to-wit: that residents shall place all refuse in a city-owned automated refuse-collection container; that residents shall be responsible for keeping the refuse in said containers until it is picked up; and that residents shall not put out for collection such items as hot ashes, car parts, mattresses, floor covering, animal carcasses, chunks of cement, dirt, sand, rocks, sod, flammable liquid, hazardous waste, or anything that will not fit in an automated refuse collection container. Collector shall have the right to refuse to collect refuse in violation of the above regulations.

12. SPECIAL SERVICES

A. Collector will provide container service to city facilities at no additional charge to the City. A rate for facilities added after October 1, 2007 will be negotiated with the Collector.

B. Collector will provide container service for "Country Fair Days" at no additional charge to the City. Tipping fees to be paid by the City.

C. Collector will provide roll-off container service for spring/fall clean-up at no additional charge to the City. Containers to be placed at City facilities are for use by City residents only. Tipping fees to be paid by the City.

D. Collector shall provide Christmas tree pick-up at no additional charge on a date to be determined by the City and the Collector.

E. For residents certified by the City Manager as being too ill or infirm to move the 90-gallon automated refuse collection container from its storage place to the street and back to its storage space, the Collector agrees to perform such service for the resident at no extra charge to the City.


13. SUPERVISION BY CITY MANAGER

All work, including points of collection, shall be carried out in accordance


IN WITNESS WHEREOF, the City and the Collector have executed this

Contract as of the 19th day of September 2007.

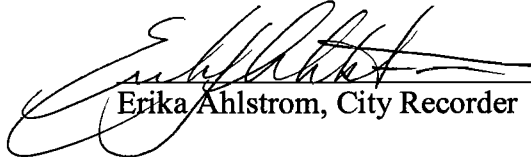
ROBINSON WASTE SERVICES, INC.

By: 
STEVEN C. ROBINSON
President

SOUTH WEBER CITY CORPORATION

By: 
JOSEPH GERTGE
Mayor

ATTEST:


Erika Ahlstrom, City Recorder

Garbage Collection Contract Addendum

ADDENDUM TO CONTRACT FOR GARBAGE COLLECTION BETWEEN SOUTH
WEBER CITY AND ROBINSON WASTE SERVICES ENTERED INTO
SEPTEMBER 25, 2007

WHEREAS South Weber City entered into a contract with Robinson Waste
Services for Garbage Collection service; and

WHEREAS the terms of the contract allow for modification of payment terms for
increased fuel expense; and

WHEREAS diesel fuel prices have increased substantially over the last several
months; and

WHEREAS Robinson Waste Services has requested a fuel surcharge effective
May 2008; and

WHEREAS the South Weber City Council has reviewed Robinson Waste's
request and deems it is in the best interest of the City to amend the agreement with
Robinson Waste to include a fuel surcharge;

NOW, THEREFORE, it is mutually agreed and understood that the contract
between South Weber City and Robinson Waste Services shall be amended to include a
fuel surcharge with the base rate established at \$3.75 per gallon and a consumption rate
of 33%. Diesel fuel prices used for this calculation shall be the monthly average retail
fuel price published by the Department of Energy.

IN WITNESS WHEREOF, SOUTH WEBER CITY and ROBINSON WASTE
SERVICES have executed this addendum on this 13th day of May 2008.

ROBINSON WASTE SERVICES

By: 

SOUTH WEBER CITY

By: 

Mayor

Attest: 

Recorder

SOUTH WEBER CITY COUNCIL

Staff Backup Report

Date of Meeting: **September 11, 2012 (Public Hearing)** ; October 9, 2012

Item: **ORD 12-06 Change of Zoning from Commercial to Residential Moderate**

RECOMMENDATION

Approve Ordinance 12-06 changing zoning of parcel #13-030-0084 from Commercial (C) to Residential Moderate (RM).

BACKGROUND

The change of zoning request is on a 1.38 acre parcel of property near the corner of Sandalwood Drive and 1550 East. This request is in compliance with the General Plan Projected Land Use map.

Although the City has limited available property for Commercial development, the property owners wish to utilize their property. Residential Moderate on this site will provide for a mix of housing types in this area. Development of this remainder parcel will be a benefit to both the community of condominiums to the south, as well as adding homes and residents near a future neighborhood commercial area.

The Planning Commission recommended approval the rezone.

CONCLUSION

The change of zoning complies with the General Plan and will allow for residential development.

.Tabled by City Council September 11.

ORDINANCE 12-06

AMENDMENT TO CITY'S ZONING MAP – CHANGE OF ZONING Parcel #13-030-0084 from Commercial (C) to Residential Moderate (RM) Zone

WHEREAS, the property owners of Parcel #13-030-0084 have made application for change of zoning of said parcel from current Commercial (C) Zone to Residential Moderate (RM); and

WHEREAS, on 23 August 2012, the Planning Commission held a public hearing to consider the application for change of zoning and recommended approval of the change of zoning; and

WHEREAS, on 11 September 2012, the City Council held a public hearing to consider the application for change of zoning; and

WHEREAS, in the opinion of the South Weber City Council, rezoning of the property described in this ordinance is consistent with the City's General Plan, and the City Council determined that it is in the best interest of the City to approve this change of zoning.

BE IT THEREFORE ORDAINED by the South Weber City Council that the Zoning Map referred to in section 10-1-5 is amended as follows:

Section I. The following portion of real property is hereby rezoned from the present **Commercial (C) to Residential Moderate (RM)**

Property Owner: Kay L. Martinez

Property Address: Approx. 1550 East and Sandalwood Drive

Parcel of Property: Davis Co. Parcel #13-030-0084

Total Number of Acres: 1.38

Legal Description: BEING A PART OF THE NE 1/4 OF SEC 34-T5N-R1W, SLM & DESC AS FOLLOWS: BEG AT A PT ON THE E LINE OF 1550 EAST STR, WH PT IS N 89°53'20" E 33.16 FT FR THE NW COR OF THE SD NE 1/4; & RUN TH N 89°53'20" E ALG THE 1/4 SEC LINE 271.43 FT, M/L; TH S 48°48'29" E 90.7 FT, M/L, TO THE NW COR OF AN OPEN SPACE AREA OF BATEMAN ESTATES PUD; TH S 25°43'41" W 117.20 FT TO THE N'LY LINE OF SANDALWOOD DRIVE, A PRIVATE RD; TH NW'LY ALG THE N'LY LINE OF SD RD & THE ARC OF A 368.0 FT RD CURVE TO THE LEFT, 110.76 FT; TH N 102.07 FT; TH W 165.57 FT TO THE E'LY LINE OF 1550 EAST STR; TH N 0°07'32" E 30.02 FT TO POB. CONT. 1.38 ACRES

Section II. New zoning maps will be prepared to reflect the change of zoning.

Section III. This ordinance shall take effect upon posting.

PASSED AND ADOPTED by the City Council of South Weber City, South Weber, Davis County, Utah, this 9th day of October, 2012.

MAYOR: Jeffery G. Monroe

ATTEST:

Erika J. Ahlstrom, City Recorder

CERTIFICATE OF POSTING

I, the duly appointed recorder for the City of South Weber, hereby certify that ***Ordinance 12-06: Amendment to City's Zoning Map – Change of Zoning*** was passed and adopted the 9th day of October 2012, and certify that copies of the foregoing Ordinance 12-06 were posted in the following locations within the municipality this ____ day of _____, 2012.

1. South Weber Elementary, 1285 E. Lester Drive
2. South Weber Family Activity Center, 1181 E. Lester Drive
3. South Weber City Building, 1600 E. South Weber Drive
4. South Weber City website www.southwebercity.com
5. Utah Public Notice Website www.pmn.utah.gov

Erika J. Ahlstrom, City Recorder

***** PUBLIC HEARING *****

ORDINANCE 12-06: Amendment To City's Zoning Map - Change of Zoning Parcel #13-030-0084 from Commercial (C) to Residential Moderate (RM) Zone; Kay Martinez, Property Owner/Marino Toulatos, Agent: The change of zoning request is on a 1.38 acre parcel of property near the corner of Sandalwood Drive and 1550 East. This request is in compliance with the General Plan Projected Land Use map. The Planning Commission recommended approval the rezone.

Mayor Monroe asked if there was any public comment.

Ivan Ray, 7268 S. 1600 E., stated he is not in protest of this recommended zoning; however, he is an adjacent commercial property owner next to this property. He would like to know what type of buffer will be installed between his property and the residential property. Rodger stated if there is differing land uses there would need to be some type of buffer. Councilmember Poff stated it is based on zoning. For instance, agricultural property requires a fence. Mr. Ray is wondering if he would be exempt from installing a fence. Councilmember Thomas doesn't think it would be incumbent on the existing owner. Mayor Monroe stated this item is strictly for rezoning.

Councilmember Thomas moved to close the public hearing for Ordinance 12-06. Councilmember Poff seconded the motion. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

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

Councilmember Thomas moved to approve Ordinance 12-06 - Amendment To City's Zoning Map - Change of Zoning Parcel #13-030-0084 from Commercial (C) to Residential Moderate (RM) Zone; Kay Martinez, Property Owner/Marino Toulatos, Agent. Councilmember Lusk seconded the motion. Further discussion on the motion took place in which Councilmember Poll stated he hates to see the city lose any commercial property. Erika called for the vote. Councilmembers Lusk and Thomas voted yes. Councilmember Poll, Poff, and Hilton vote no. The motion died 3 to 2.

Councilmember Lusk moved to reconsider. Councilmember Poff moved to seconded. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

Councilmember Poff moved to table Ordinance 12-06 for two weeks to allow him to research some of his concerns. Councilmember Lusk seconded. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

Councilmember Thomas moved to open the public hearing for Ordinance 12-07. Councilmember Poll seconded the motion. Councilmembers Hilton, Lusk, Poff, Poll, and Thomas voted yes. The motion carried.

***** PUBLIC HEARING *****

4. Recommend agreement for improvement on 1200 East along the Bouchard property.
5. Require landscape plan for berms and detention basin.
6. Verify fire hydrant location as shown on staff report 23 August 2012.

Commissioner Westbrook seconded the motion. Commissioners Grubb, Hyde, and Westbrook voted yes. The motion carried.

Commissioner Westbrook moved to open the public hearing for Rezone Application #2012-04. Commissioner Grubb seconded the motion. Commissioners Grubb, Hyde, and Westbrook voted yes. The motion carried.

***** PUBLIC HEARING *****

Rezone Application #2012-04: Parcel to Rezone: #13-030-0084, located at approx 1550 East and 7400 South. Application to rezone from current Commercial (C) zoning to Residential Moderate (RM), Property Owner Kay Martinez, Authorized Agent Marino Toulatos

Ryan Hales, representing Kay Martinez, stated the change of zoning request is on a 1.38 acre parcel of property on the corner of Sandalwood Drive and 1550 East. The current zone is Commercial and they are requesting a rezone to Residential Moderate, which is consistent with the city's master plan.

Commissioner Hyde asked if there was any public comment.

William Carroll, 7437 S. 1550 E., (see attached e-mail).

Helen Schenk, 1685 E. South Weber Drive, asked about what the proposal is for. Scott stated the rezone is for smaller lot single family homes. The maximum density would allow for three lots.

Jed Schenk, 1650 E. Bateman Way, stated the town homes have put a lot of burden on the twelve homes that are already there. He stated currently those twelve homes have to maintain the road and the four parks.

Zach Hibbert, 1573 Sandalwood Dr., stated he lives directly across the street from this proposed development. He isn't in favor of three new lots. He enjoys the current view he has of the mountains. He lives on Sandalwood Drive and is not owned by Sandalwood Cove, he asked if he will be trespassing. He isn't sure there should be more vehicles on that road.

Commissioner Grubb moved to close the public hearing for Rezone Application #2012-04. Commissioner Westbrook seconded the motion. Commissioners Grubb, Hyde, and Westbrook voted yes. The motion carried.

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

Commissioner Hyde asked about the cost for the 12 homes. Jed Schenk stated it is difficult for those twelve homes to keep up on the private road and now two or three more homes will go in and won't be paying for maintenance on that road. Mr. Schenk stated those who live in

Sandalwood Cove use that private road and don't have to pay for it. Zach Hibert stated the Planning Commission can help us by not allowing the driveways to be on the private road. Commissioner Grubb explained that property that is developed has to have public access.

Commissioner Grubb moved recommend approval of the Rezone Application #2012-04 to rezone parcel #13-030-0084 located at approximately 1550 East and 7400 South from current Commercial (C) zoning to Residential Moderate (RM). Commissioner Westbrook seconded the motion. Commissioners Grubb, Hyde, and Westbrook voted yes. The motion carried.

Commissioner Westbrook moved to open the public hearing for Rezone Application #2012-05. Commissioner Grubb seconded the motion. Commissioners Grubb, Hyde, and Westbrook voted yes. The motion carried.

******* PUBLIC HEARING *******

Rezone Application #2012-05: Parcel to Rezone: #13-036-0072, located at approx. 7862 S 2450 E. Application to rezone from current Agricultural (A) to Residential Moderate (RM). Applicant Nilson Homes: Nate Reeve, of Reeve & Associates, representing Nilson Homes, stated they are requesting a rezone approximately five acres. It does comply with the general plan.

Scott read from city staff report ----Emily will you please insert the staff report.

Commissioner Hyde asked if there was any public comment.

Doug Ostead, 2550 E. 7800 S., is concerned about public safety and the water issue. He feels this subdivision will create a public safety issue. He stated the road system is not designed as a collector road. He stated 7800 South is very narrow. The stop sign is not very well used. He feels additional traffic will create a freeway. Concerning the water issue, he stated the new High Mark Charter School is very low and has used lots of water on their fields. His water pressure has decreased because of the school. He feels there needs to be some pressure pumps in the system or larger pipes.

Keith Maw, 2600 E. 7913 S., stated he is adjacent to lot 3. He asked if the ditch on the property will be covered and will there be a fence. He is also concerned about the water pressure.

Scott stated from residential to residential there is no requirement for fencing. He stated if the ditch runs along the property lines, there is a utility easement. Nate Reeve stated the ditch is abandoned and has no source of water.

Gregg Belnap, 7841 S. 2600 E., stated he is opposed to Gardner's Cove Subdivision. He stated a lot of the people who chose to build in the area want to have a dead end road. He is very much opposed to the road going through. He feels the amount of traffic will be far more than what everyone anticipates. He suggests the developer construct a cul-de-sac. He stated there are approximately 167 homes that may choose to use this access. He stated the water pressure is low. He also feels there are safety concerns.

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 # 12-04 Fee \$ 480- Receipt # 13074131 Date Received 7/31/12

Owner of Property Kay L. Martinez

Applicant's Name Same
Mailing Address 1332 S. 4125 W. City, State, Zip Syracuse, Utah 84075
Phone 801.837.9953 Fax na Email

Agent's Name Marino Toulatos
Mailing Address 69 E 200 N City, State, Zip Kaysville, Utah 84037
Phone 801.476.3300 Fax na Email realestatebymarino@gmail.com

Request: 1.38 Acres/Sq. Feet be changed from Commercial zone to MDR ^{RM} zone
na Acres/Sq. Feet be changed from na zone to na zone

Property Address: Corner lot at 1550 E and 7400 S, aka 1600 E, Sandelwood Drive, South Weber, Utah

Parcel Number(s): 130-3000-084 Total Acres or Sq. Feet: 1.38

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

see Attachment A

What is the proposed use?

Moderate Density Residential

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

The requested zone is consistent with the General Plan - Projected Land Use Map

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

Signed:

Kay Martine
Property Owner

N/A
Property Owner

APPLICANT'S AFFIDAVIT

State of Utah)

County of _____)

I (we) Kay Martine, 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, _____

Property Address

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 30th day of July, 2012.

Signed:

Kay Martine
Property Owner or Agent

Ryan Hales
Mauro Tortor
Property Owner or Agent

Subscribed and Sworn before me this 30th day of July, 2012.

Notary Public: Louise R Worsley

AGENT AUTHORIZATION

State of Utah)

County of _____)

I (we) Kay Martine, the sole owner(s) of the real property located at _____

Property Owner(s)

_____, South Weber City, Utah do hereby appoint _____

Property Address

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 30th day of July, 2012.

Signed:

Kay Martine
Property Owner

N/A
Property Owner

Subscribed and Sworn before me this 30th day of July, 2012.

Notary Public: Louise R Worsley



LOUISE R WORSLEY
Notary Public • State of Utah
Commission # 600819
COMM. EXP. 10-01-2014



LOUISE R WORSLEY
Notary Public • State of Utah
Commission # 600819
COMM. EXP. 10-01-2014

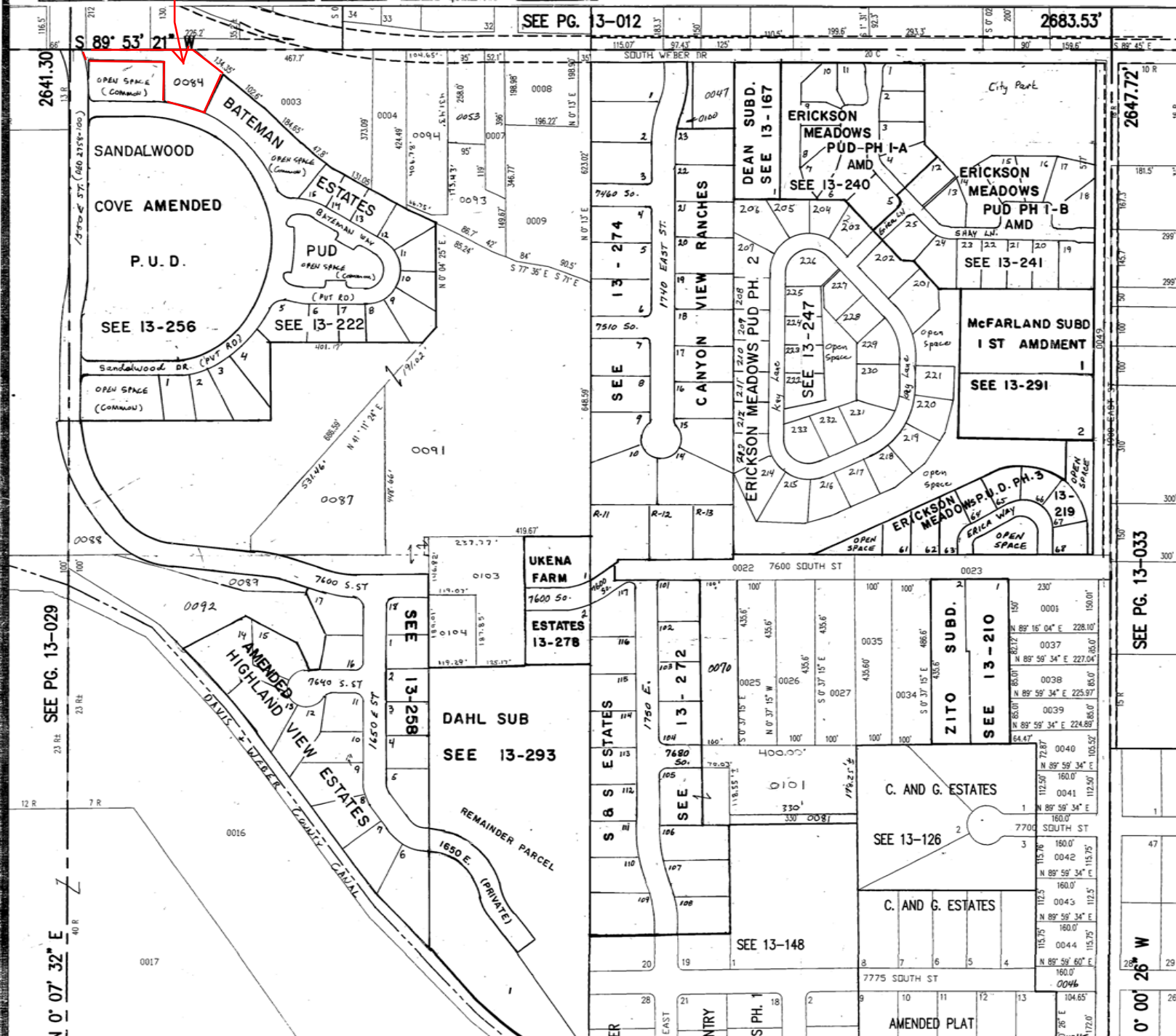
030

13

0007	James P. Hall	1.00
0008	Lester + Norma Bryan	.90
0009	South Weber City Utah Hous. Bldg. Auth.	2.169
0016	Bale Corporation	11.710
0017	Barwell LLC	18.06
0022	Town of South Weber	.73
0023	Town of South Weber	.78
0025	Randy G. + Honey B. Hilton, Trs	1.00
0026	Clary H. + Dorothy P. Markham	1.00
0027	Clary H. + Dorothy P. Markham	1.00
0033	Vincent R. Rappe	1.0
0035	Corp of Pres Bishop LDS Church	.19
0041	Arthur G. Rose	.41
0042	Shane A. Archibald	.43
0043	Matthew Taylor	.41
0044	Albert Austin Ursery	.43
0045	Aaron Van Noy	.41
0046	South Weber Municipal Corp	1.41
0047	Gregory P. Vail	.41
0049	South Weber City	1.41
0053	Gary L. + Helen C. Schenck	.504
0070	Vincent R. Rappe	1.0
0081	Corp of Pres Bishop LDS Church	.19

Subject Property

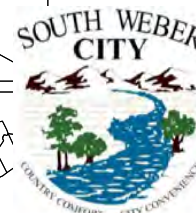
0091	Beverly A. Clark	14.138
0092	Davis + Weber Canal Co	2.095
0093	Gary L. Schenck	.885
0094	Ryan R. Mikesell	1.019
0100	Canyon View Ranches LLC	.07
0101	Burwell Llano Properties LLC	1.478
0103	Wayne Evan Stark	1.356
0104	Wayne Evan + Linda L. Glark	.516
0106	- USED -	



SCALE:
1" = 200'

SECTION 34 T 5N R 1W SALT LAKE MERIDIAN
DAVIS COUNTY, UTAH - RECORDERS OFFICE





THIS AREA MUST HAVE NEW ACCESS TO 475 EAST - NO ACCESS FROM 6650 SOUTH ALLOWED.

MAINTAIN PUBLIC ACCESS TO RIVER WHEN THIS AREA IS DEVELOPED.



LEGEND

- VERY LOW DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- LOW MODERATE DENSITY RESIDENTIAL
- MODERATE DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL - SPECIFIC LOCATIONS
- HIGH DENSITY RESIDENTIAL - GENERAL LOCATIONS
- LOCAL ORIENTED COMMERCIAL
- HIGHWAY ORIENTED COMMERCIAL - SPECIFIC LOCATIONS
- HIGHWAY ORIENTED COMMERCIAL - GENERAL LOCATIONS
- BUSINESS COMMERCE
- LIGHT INDUSTRIAL
- INSTITUTIONAL
- RECREATION - SPECIFIC LOCATIONS
- RECREATION - GENERAL LOCATIONS
- COMMERCIAL RECREATION
- OPEN LANDS
- VISUAL BUFFER
- MIXED USE OVERLAY
- HAFB RESTRICTED DEVELOPMENT
- CANAL/RIVER
- SOUTH WEBER CITY BOUNDARY
- SOUTH WEBER ANNEXATION BOUNDARY
- LAYTON CITY BOUNDARY

Subject Property

SOUTH WEBER CULINARY WATER RESERVOIR

PROJECT ENGINEER			
04/01/2011			
DATE	REV.	DATE	APPR.

SCALE:	
1" = 1800'	
DESIGNED	
DRAWN	
CHECKED	

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

SOUTH WEBER CITY CORPORATION
GENERAL PLAN
PROJECTED LAND USE MAP

SOUTH WEBER CITY COUNCIL

Staff Backup Report

Date of City Council Meeting: **October 9, 2012**

Title: **Request for Variance – Easton Village Subdivision**

The final plat for the Easton Village Subdivision was approved by the City Council by Resolution 12-20 on August 28, 2012.

The Kap brothers, developers, have requested a variance to the subdivision design standards by allowing a 60 foot right of way throughout the development, rather than the 70 foot right of way as required by the standards.

The following is City Code regarding allowing variances to the subdivision requirements:

11-2-3: VARIANCES:

"Where the subdivider can show that a provision of these general requirements and minimum standards of design would cause unnecessary hardship if strictly adhered to and where because of the topographical or other conditions peculiar to the site, in the opinion of the planning commission, the planning commission can recommend to the city council and the city council may authorize an adjustment, and adjustment thus authorized is required to be entered in writing in the minutes of the planning commission and city council and the basis upon which departure was justified set forth. (Ord. 95-7, 4-11-1995, eff. 4-12-1995)"

Also, see City Code 11-4-4 regarding right-of-way requirements.

On September 27, the Planning Commissioner considered the request and made recommendation to the City Council that the developer follow the ordinance as written.

October 4, 2012

From: Kap Brothers

To: South Weber City Council

RE: Variance for Easton Village Subdivision

Dear City Council,

We are requesting a variance on Easton Village Subdivision. We are asking that the entire subdivision be approved to a 60' right of way instead of 70'.

We feel the 70' right of way mixed with the 60' gives an imbalance to the subdivision. We also think it becomes a financial burden to the City and us. Also, it creates problems with cars & trucks parking in their driveways and blocking the sidewalk.

We appreciate your attention in this matter.

Sincerely,

Layne Kap

SOUTH WEBER PLANNING COMMISSION MEETING

DATE OF MEETING: 27 September 2012

TIME COMMENCED: 6:30 p.m.

PRESENT: **COMMISSIONERS:**

Delene Hyde (excused)
Tim Grubb
Mark Perkins
Rod Westbroek (excused)
Rorie Stott

CITY PLANNER:

Scott Hess

DEPUTY RECORDER:

Emily Thomas

TRANSCRIBER:

Michelle Clark

VISITORS: Keith Kap, Calvin Kap, Amy Little, Jon Little, Dallin Arave, Connor Gray, Ethan Hacke, Drew Tuttle, and Wayne Arave.

Commissioner Stott welcomed those in attendance including the Boy Scouts.

DECLARATION OF CONFLICT OF INTEREST: The Planning Commission did not report any conflict of interest.

Commissioner Stott excused Commissioner's Westbroek and Hyde from tonight's meeting.

APPROVAL OF THE AGENDA: Commissioner Grubb moved to approve tonight's agenda as written. Commissioner Perkins seconded the motion. Commissioners Grubb, Stott, and Perkins voted yes. The motion carried.

APPROVAL OF 24 MAY 2012 MEETING MINUTES: Commissioner Grubb moved to table the minutes of 24 May 2012 due to lack of a quorum. Commissioner Perkins seconded the motion. Commissioners Grubb, Perkins, and Stott voted yes. The motion carried.

APPROVAL OF 23 AUGUST 2012 MEETING MINUTES: Commissioner Grubb moved to table the minutes of 23 August 2012 due to lack of a quorum. Commissioner Perkins seconded the motion. Commissioners Grubb, Stott, and Perkins voted yes. The motion carried.

MAKE A RECOMMENDATION TO CITY COUNCIL REGARDING THE USE OF 60' RIGHT-OF-WAY THROUGHOUT THE EASTON VILLAGE DEVELOPMENT – REQUEST FOR RECOMMENDATION MADE BY LAYNE KAP:

Calvin Kap. 985 E. South Weber Dr., approached the Planning Commission and requested they look at the possibility of a 60' right of way for all of the streets throughout the Easton Village subdivision.

Commissioner Stott explained the city standard that was updated and modified in 2009 concerning the amendment to right of ways from 60' to 70'. The Planning Commission made the recommendation May 28, 2009 and the City Council made final approval August 11, 2009.

Commissioner Stott stated the 70' wide street standard is the preferred standard, unless the road is an extension of an existing 60' wide street. This is clearly defined in Title 10 Zoning Regulations, Chapter 5 Zoning Districts, density subsection 3:

“3. The use of seventy foot (70') wide road rights of way shall be the preferred standard, but the use of sixty foot (60') wide road rights of way may be approved by the city where the road is an extension of an existing sixty foot (60') wide right of way. (Ord. 09-08, 8-11-2009)”

Calvin Kap is concerned because the surrounding easements are 60' and yet in the middle the city is requiring a 70' right of way. He explained if an individual has a four door pickup and parks on the driveway, the truck would block the sidewalk. Scott stated that is if the home is constructed at a 25' setback. He stated there are other options with moving the garage back further. He explained that you can put the front of the home in the front of the setback. Calvin stated eventually the city will have to replace wider sidewalks. Emily stated the City Engineer isn't concerned with that since the city rarely replaces sidewalk. Calvin stated it is less maintenance to shovel a 4' sidewalk verses a 6' sidewalk. Scott stated your dealing with existing conditions and you are the first developer to start with the 70' wide street. Scott stated the city has an ordinance in place that requires a 70' wide street and the city staff is required to abide by the ordinance. Scott stated those streets that connect to 1160 E. and Lester Drive were permitted to stay 60' wide.

Commissioner Perkins stated the City Council may or may not agree with the Planning Commissions recommendation. Scott reiterated the responsibility of the city staff to follow the city ordinance. He understands the developer's concern, but there isn't a reason to go against the city ordinance. Commissioner Grubb suggested the City Council look at being consistent throughout the subdivision. Commissioner Grubb feels the Planning Commission did accommodate the majority of the streets in the subdivision. Commissioner Grubb stated the wider sidewalks and park strips allow for trees to be planted and a walkable sidewalk.

Commissioner Perkins feels if there is an economic hardship, other than the fact that the developer just doesn't like it, then maybe he would feel differently. He is in favor of the 70' wide street. Commissioner Stott stated the law doesn't allow for an economic variance. He explained when the ordinance was reviewed in 2009, individuals wanted wider sidewalks.

Commissioner Grubb moved to recommend to the City Council that they follow the ordinance as written. The City Council may want to review a set standard for an entire subdivision. Those streets that connect to 1160 E. and Lester Drive are permitted to stay 60' wide. Commissioner Perkins seconded the motion. Commissioners Grubb, Stott, and Perkins voted yes. The motion carried.

SOUTH WEBER CITY CODE

TITLE 11 SUBDIVISION REQUIREMENTS

11-4-4: STREETS, EASEMENTS AND NUMBERS:

B. Width Of Public Right Of Way Or Street: The minimum width of a proposed public right of way or street measured from lot line to lot line shall be as shown in the general plan, or if not shown on such plan, shall be:

1. Major Streets: Not less than one hundred ten feet (110').
2. Collector Or Feeder Streets: Not less than seventy six feet (76').
3. Local Streets: Local service streets shall be no less than seventy feet (70') in width except in some cases where the street is an extension of an existing narrower street or where neighborhood conditions warrant. In that case the minimum width, at the sole discretion of the city council, may be reduced to no less than sixty feet (60').
4. Exceptions: Where public right of way is desired by the city but existing conditions do not permit the minimum width, the sidewalk requirements may be adjusted to allow a road width of not less than forty one feet (41') from top of back of curb to top of back of curb. (Ord. 09-07, 8-11-2009)

1.12 GUARANTEE OF WORK: The subdivider shall warrant and guarantee the improvements as given in Title 11 “Subdivision Regulations” of the South Weber City Code.

1.13 STREETS: Streets shall conform to the following standards:

- A. Total width of the right-of-way shall be standard at 70-feet for Residential streets and 76-feet for Collector streets. Minor Arterial streets (94-feet wide) and Major Arterial streets (110-feet wide) will be required where requested by the Planning Commission.
- B. Grades of streets shall be a minimum of 0.50% and a maximum of 8.0% for Arterial streets, 10.0% for Collector streets, and 12.0% for Residential streets.
- C. Surfacing:
 - (1) All streets shall have a minimum of 3-inches of bituminous surface course.
 - (2) All surface course shall be installed over a compacted gravel base course at least 8-inches thick.

No bituminous surface course shall be installed without proper notification to the City and utility companies. The Contractor shall raise all monuments, valve boxes and manholes to grade with concrete collars as shown on the Standard Drawings.

The maximum length of blocks shall be one thousand two hundred feet (1,200') and the minimum length of blocks shall be five hundred feet (500'). Minor terminal streets (cul-de-sacs) shall have a maximum length of four hundred feet (400') from center of the street right-of-way, along the centerline of the road, to the beginning of the turn around. Each cul-de-sac shall be terminated by a turnaround of not less than one hundred twenty feet (120') in diameter. Where a street is designed to remain only temporarily as a dead-end street, an adequate temporary turnaround shall be provided as detailed in the Drawings.

1.14 SIDEWALKS: Concrete sidewalks shall be installed where required by the Planning Commission. Sidewalks shall be four to eight feet wide and shall be 4-inches thick, except at driveways where the thickness shall be increased to 6-inches. A 4-inch layer of untreated base course will be required unless otherwise designated by the City Engineer.

1.15 CURB AND GUTTER: Concrete high back curb and gutter (30-inches wide) shall be installed as the City Standard. Concrete roll curb and gutter may be installed in special cases where allowed by the Planning Commission and recommended by the City Engineer. Curb and gutter shall be located and constructed as shown on the standard drawings. A minimum 4-inch layer of untreated base course will be required under curb and gutter unless otherwise designated by the City Engineer.

1.16 CULINARY WATERLINES: Culinary waterlines shall be thickness class 51, or better,

RESOLUTION 12-20

FINAL PLAT: EASTON VILLAGE SUBDIVISION, PHASE ONE

WHEREAS, the South Weber City Planning Commission reviewed final plat for Easton Village Phase One 16-lot Subdivision located at approx. 1100 East and Lester, at a public hearing on 28 June 2012, and has recommended approval of the final plat subject to conditions; and

WHEREAS, a review by staff of the final plat and plans has determined the conditions set by the Planning Commission have been met.

BE IT THEREFORE RESOLVED by the South Weber City Council that the final plat of Easton Village Subdivision Phase One is hereby approved subject to the following conditions:

1. Plat: Verbage shall be added to the plat to inform future property owners of possible contaminants in the area.
2. Storm Drain: Prior to recording of the plat, a development agreement shall be finalized between the developer and the City for the construction of a regional detention basin located within the Easton Village Subdivision and adjacent property.
3. Ingress/Egress: Prior to recording of the plat, a development agreement shall be finalized ensuring the construction of two ingresses and egresses into and out of the subdivision in conjunction with the next phase of development.
4. Improvements Required Prior To Building Permit: Before the issuance of any building permits, improvements as indicated on improvement plans must be completed, inspected and approved by the city, and all professional fees incurred to date shall be paid in full prior to any building permits being issued.
5. Escrow: Prior to recording of the final plat, the developer will be required to enter into an escrow agreement with the City to ensure completion of all public improvements to be installed as required by subdivision approval. The escrow amount shall be equal to the City Engineer's approved estimated cost of all required public improvements plus 15% of the total cost of all required improvements for contingencies, plus an additional 10% of the total cost of all required improvements as a guarantee fee, for a total of 125% of the City Engineer's approved estimated cost of all required improvements.
6. Recording Period: The developer shall submit the plat and developers agreement to the City within 120 days from the date of approval, along with a check for recording fees [SWC Code Code 11-2-2(C)], for recording of the plat with the County Recorder's office. Plats not recorded within 120 days of final approval by the City Council shall be null and void and must be resubmitted to the City Council.
7. Electronic Data: The developer shall submit electronic copies (both dwg and pdf formats) of the plat and construction drawings prior to recording of the plat. Electronic data should be compatible with AutoCAD2008 or earlier.
8. Preconstruction: Prior to construction, the developer and construction contractor must hold a preconstruction conference with the City Engineer and City staff to review construction requirements.

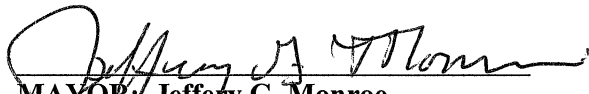
RESOLUTION 12-20

FINAL PLAT – EASTON VILLAGE SUBDIVISION, PHASE ONE

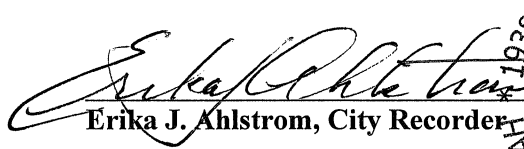
Page 2


9. Official Construction Drawings: Prior to the preconstruction meeting, two sets of mylar drawings must be submitted to the City Engineer to serve as official construction drawings.
10. Commencement of Work: No work on improvements shall be commenced until finalized construction drawings have been approved by the City, final approval of the subdivision plan has been issued by the City Council, the plat has been recorded with the county, escrow funds secured and proof provided to the City, and a Preconstruction Meeting held with the City Engineer and other applicable entities. [SWC Code 11-4-2(D)].
11. Fire Protection: The size of buildings shall be compared to the available fire flows in the area in order to establish whether or not fire sprinklers will be required, as determined by the Fire Chief.
12. Inspection and Release of Escrow Funds. The City shall inspect improvements throughout construction. The Developer shall be responsible to pay professional fees incurred for inspections. The City shall notify Escrow's agent in writing as to the installation of the improvement and the amount to be released. Escrow is entitled to release funds from this account only after receiving written notification from the City.
13. Conditional Acceptance: Notwithstanding the fact that the land on which the improvements will be located is dedicated at the time of the recording of a plat, the city shall not be responsible for the improvements, their construction, and/or maintenance until after a minimum one year guarantee period has expired and there is an official acceptance of the dedicated property and improvements by the city.
14. Professional Fees: Prior to recordation of the final plat, the developer will be required to pay all professional fees in full.

PASSED AND APPROVED by the City Council of South Weber this **28th** day of **August, 2012**.


MAYOR: Jeffery G. Monroe

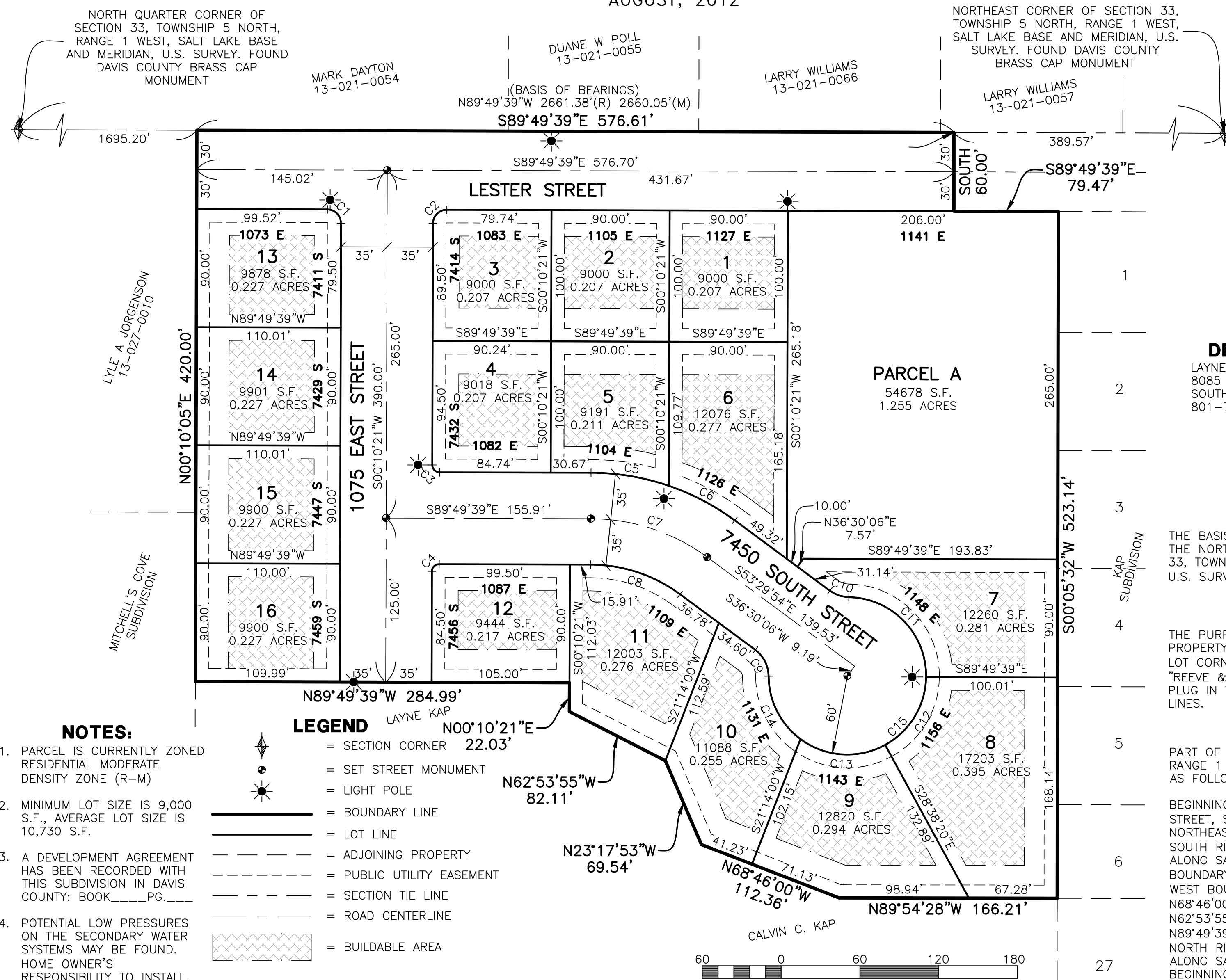
ATTEST:


Erika J. Ahlstrom, City Recorder



EASTON VILLAGE SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 33, T.5N., R.1W., S.L.B.&M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
AUGUST, 2012



NOTES:

1. PARCEL IS CURRENTLY ZONED RESIDENTIAL MODERATE DENSITY ZONE (R-M)
2. MINIMUM LOT SIZE IS 9,000 S.F., AVERAGE LOT SIZE IS 10,730 S.F.
3. A DEVELOPMENT AGREEMENT HAS BEEN RECORDED WITH THIS SUBDIVISION IN DAVIS COUNTY: BOOK _____ PG. _____
4. POTENTIAL LOW PRESSURES ON THE SECONDARY WATER SYSTEMS MAY BE FOUND. HOME OWNER'S RESPONSIBILITY TO INSTALL BOOSTER PUMP AS NECESSARY.
5. THE RECORDATION OF THIS PLAT WILL VACATE THE CURRENT TURN AROUND EASEMENT LOCATED AT THE WEST END OF LESTER STREET THAT WAS ASSOCIATED WITH KAP SUBDIVISION PHASE 1
6. ALL LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE GEOTECHNICAL REPORT PRODUCED BY EARTHTEC ENGINEERING, DATED MARCH 21, 2012, AND SUBSEQUENT ADDENDUM LETTERS, DATED JULY 23, 2012, JULY 31, AND AUGUST 7, 2012.

LEGEND

- = SECTION CORNER
- = SET STREET MONUMENT
- = LIGHT POLE
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = PUBLIC UTILITY EASEMENT
- = SECTION TIE LINE
- = ROAD CENTERLINE
- = BUILDABLE AREA

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	10.50'	16.49'	14.85'	10.50'	N44°49'39"W	90°00'00"
C2	10.50'	16.49'	14.85'	10.50'	S45°10'21"W	90°00'00"
C3	5.50'	8.64'	7.78'	5.50'	S44°49'39"E	90°00'00"
C4	5.50'	8.64'	7.78'	5.50'	S45°10'21"W	90°00'00"
C5	185.00'	60.40'	60.13'	30.47'	N80°28'29"W	18°42'20"
C6	185.00'	56.90'	56.68'	28.68'	N62°18'36"W	17°37'25"
C7	150.00'	95.11'	93.52'	49.21'	N71°39'46"W	36°19'45"
C8	115.00'	72.92'	71.70'	37.73'	N71°39'46"W	36°19'45"
C9	25.00'	23.25'	22.42'	12.54'	N26°51'05"W	53°17'38"
C10	25.00'	15.49'	15.25'	8.00'	S71°15'04"E	35°30'21"
C11	60.00'	94.16'	84.79'	59.91'	N44°02'44"W	89°55'01"
C12	60.00'	63.30'	60.41'	34.95'	N31°08'13"E	60°26'54"
C13	60.00'	68.34'	64.70'	38.41'	S86°00'36"E	65°15'27"
C14	60.00'	55.69'	53.71'	30.03'	S26°47'34"E	53°10'37"
C15	60.00'	281.49'	85.74'	61.27'	N45°23'45"E	268°48'00"

South Weber City Planning Commission

APPROVED THIS _____ DAY OF _____, 20____, BY THE SOUTH WEBER CITY PLANNING COMMISSION.

_____, CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

South Weber City Engineer

APPROVED BY THE SOUTH WEBER CITY ENGINEER THIS _____ DAY OF _____, 20____.

_____, SOUTH WEBER CITY ENGINEER

Reeve & Associates, Inc.
4150 S. HARRISON BLVD., SUITE 310, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2568 WWW.REEVE-ASSOCIATES.COM
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

South Weber City Council

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS _____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

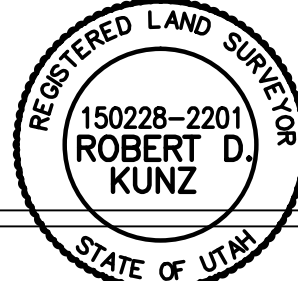
_____, ATTEST: _____
SOUTH WEBER CITY MAYOR CITY RECORDER

Surveyor's Certificate

I, ROBERT D. KUNZ, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF EASTON VILLAGE SUBDIVISION IN SOUTH WEBER CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SOUTH WEBER CITY, DAVIS COUNTY CONCERNING SURVEY REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

UTAH LICENSE NUMBER ROBERT D. KUNZ



Owners Dedication And Certification

WE, THE UNDERSIGNED, OWNERS OF THE HEREON-DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS, AS SHOWN ON THE PLAT, AND NAME SAID TRACT OF LAND EASTON VILLAGE 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 SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO SOUTH WEBER CITY PARCEL A AND 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 LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY SOUTH WEBER CITY.

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

SIGNED THIS _____ DAY OF _____, 20____.

Acknowledgment

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, (AND) _____, SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____, SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

_____, COMMISSION EXPIRES _____ NOTARY PUBLIC

Acknowledgment

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, (AND) _____, BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

_____, COMMISSION EXPIRES _____ NOTARY PUBLIC

Project Information

Surveyor: R. KUNZ
Project Name: EASTON VILLAGE SUBDIVISION
Designer: N. ANDERSON
Number: 5663-09
Scale: 1"=60'
Begin Date: 06-07-12
Revision: _____
Checked: _____

South Weber City Attorney

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE _____ DAY OF _____, 20____.

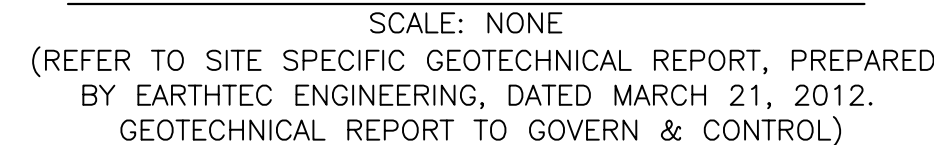
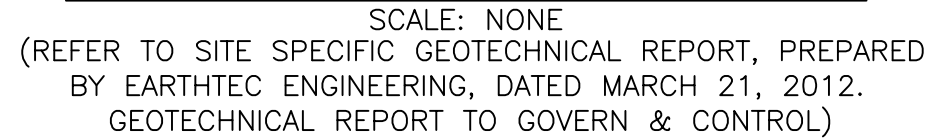
_____, SOUTH WEBER CITY ATTORNEY

Davis County Recorder

ENTRY NO. _____ FEE PAID _____
AND RECORDED, _____ AT _____
IN BOOK _____ OF _____
THE OFFICIAL RECORDS, PAGE _____

RECORDED FOR:

_____, DAVIS COUNTY RECORDER
_____, DEPUTY,



L.F.	= LINEAR FEET
NG	= NATURAL GRADE
O.C.	= ON CENTER
PC	= POINT OF CURVE
PRC	= POINT OF REVERSE CURVE
PRVC	= POINT OF REVERSE VERTICAL CURVE
PT	= POINT OF TANGENT
PP	= POWER/UTILITY POLE
P.U.E.	= PUBLIC UTILITY EASEMENT
R/C	= REBAR & CAP
RCB	= REINFORCED CONCRETE BOX
RCP	= REINFORCED CONCRETE PIPE
RIM	= RIM OF MANHOLE
R.O.W.	= RIGHT-OF-WAY
SD	= STORM DRAIN
SS	= SANITARY SEWER
SW	= SECONDARY WATER
TBC	= TOP BACK OF CURB
TOE	= TOE OF SLOPE
TOP	= TOP OF SLOPE
TOW	= TOP OF WALL
TSW	= TOP OF SIDEWALK
VPI	= VERTICAL POINT OF INTERSECT.
W	= CULINARY WATER
WM	= WATER METER
	= PROPOSED PAVEMENT
	= PROPOSED CONCRETE

1. ALL CONSTRUCTION ON THIS PROJECT SHALL CONFORM TO THE DEVELOPMENT STANDARDS OF SOUTH WEBER CITY AND THE CITY OF SOUTH WEBER DRAWINGS CONTAINED THEREIN. SOUTH WEBER CITY PUBLIC WORKS REQUIREMENTS SHALL BE MET.
2. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.
3. ELEVATIONS SHOWN AT THE CURB LINE ARE TOP OF CURB ELEVATIONS.
4. THE STREET STRUCTURAL CROSS SECTION IS PER THE CITY OF SOUTH WEBER CONTAINED WITHIN THESE PLANS.
5. WATER LINE PIPE SHALL BE DUCTILE IRON CLASS-51. WASHOUT ASSEMBLIES SHALL CONSIST OF A KUPFERLE FOUNDRY CO. 2" BLOW-OFF HYDRANT (OR CITY-APPROVED EQUIV.) PLACED IN A BOX LOCATED IN THE PARK STRIP. WATER LINES SHALL BE ADJUSTED IN DEPTH AND GATE VALVES IN LOCATION SO AS NOT TO INTERFERE WITH STORM DRAIN CROSSINGS.
6. SANITARY SEWER LATERALS SHALL BE GREEN, AND FOUNDATION DRAIN LATERALS SHALL BE WHITE TO PREVENT CONFUSION. FOUNDATION DRAIN MANHOLE LIDS SHALL BE MARKED "DRAIN" AND SHALL BE UNVENTED.
7. SECONDARY WATER LINE SHALL BE PVC C-900 CLASS 200 DR-14. ALL SECONDARY WATER VALVE LIDS SHALL BE STAMPED "IRRIGATION".
8. METALLIC LOCATOR TAPE REQUIRED (SEE SECTION 3 OF WBWCD SPECIFICATIONS).
9. REFERENCE SECTION 3 OF WBWCD SPECIFICATIONS FOR OTHER SPECIFICATIONS/ REQUIREMENTS TO BE INCLUDED ON CONTRACT DOCUMENTS.

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 4155 S. HARRISON BLVD., EXECUTIVE BLDG. #310, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR. WITHOUT THEIR WRITTEN PERMISSION, THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

REVISIONS		DESCRIPTION
DATE		
7-19-12	RH	City Comments
8-8-12	ST	City Comments

**Easton Village Subdivision
Phase-1**
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

**Street Cross-Sections/
Master Legend/Notes**



375328
J. NATE REEVE
STATE OF UTAH

Engineer: J. NATE REEVE, P.E.
 Drafter: R. HANSEN
 Begin Date: 6-4-12
 Name: EASTON VILLAGE
 SUBDIVISION
 PHASE-1
 Number: 5663-09

Sheet	9
2	Sheets

Revised 7-19-12

RESOLUTION 12-27

MUTUAL AID FIRE PROTECTION AGREEMENT WITH WEBER FIRE DISTRICT

THE CITY COUNCIL OF SOUTH WEBER CITY, in a regular meeting, lawful notice of which has been given, finds that it is reasonable, appropriate, as well as authorized by state law, that an interlocal agreement be entered into by and between South Weber City and the Weber Fire District for fire protection and fire related emergencies and that it is in the best interest of South Weber City that such agreement be made

THEREFORE, the City Council of South Weber City, Utah, hereby adopts the following resolution:

PASSED AND RESOLVED THAT:

Section 1: APPROVAL OF AGREEMENT

The Mutual Aid Fire Protection Agreement between South Weber City and the Weber Fire District is attached to this Resolution. The City Council of South Weber City is authorized to execute the agreement for and on behalf of South Weber City.

Section 2: EFFECTIVE DATE

This resolution shall become effective upon signing of the Agreement by both parties and said Agreement shall continue for a period of five (5) years.

ADOPTED by the City Council of South Weber this **9th day of October, 2012.**

APPROVED

Jeffery G. Monroe, Mayor

Attest:

Erika J. Ahlstrom, City Recorder

Erika Ahlstrom

From: THOMAS A GRAYDON <utgraydons@msn.com>
Sent: Thursday, September 13, 2012 9:00 AM
To: Rodger Worthen; Erika Ahlstrom; LtBooter96
Subject: FW: Amended: South Weber - Weber Fire Mutual Aid Agreement
Attachments: South Weber - Weber Fire Mutual Aid Agreement_2012-9-13_Proposal-v2.doc

Please review the attached Mutual Aid agreement with Weber District. We would like to formalize what we currently are doing in practice..

Thanks

Thomas A. Graydon, Chief South Weber Fire Department 801-476-8907 Station 801-391-9070 Mobile 801-475-6487 Fax

From: daustin@weberfiredistrict.utah.gov
To: utgraydons@msn.com
CC: psullivan@weberfiredistrict.utah.gov
Subject: Amended: South Weber - Weber Fire Mutual Aid Agreement
Date: Thu, 13 Sep 2012 08:21:27 -0600

Good Morning Tom,

We noticed that in #5 of the proposed Mutual Aid Agreement between the District and South Weber that it referenced a "dual dispatch" of both Davis County and Weber County Units rather than South Weber City and Weber Fire District. In the amended Agreement attached, we amended it to reflect the response of only our departments, since the agreement is only between us.

Since the "dual dispatch" will include Layton Fire, Ogden Fire, South Ogden Fire, Weber Fire, State Patrol, Davis County Sheriff, and Weber County Sheriff, we believe it would be better to separate fire, EMS, and law enforcement into separate agreements. This would keep each agreement simple and specific to the needs of the agreement. One including all agencies and the specifics of the nature of response will be more difficult to complete as well as assuring that all agree to its content, and obtaining the approval of all agencies involved. We hope that our Mutual Aid Agreement for Fire will be effective and long standing and being a separate agreement, it will not be subject to the potential effect of future changes or termination by the other agencies.

Amendment:

5. It has been mutually agreed that for calls along the I-84 corridor from the Morgan/Weber County line to the Davis/Weber County line (just west of Adams Avenue Parkway), that the receiving dispatch center will "dual dispatch" both South Weber City and Weber Fire District units. The first arriving unit will assume command and determine both the jurisdiction and need for responding units. The governmental entity(ies) having jurisdiction will respond as requested, or may discontinue response based on on-scene resources and/or input from the on-scene Incident Commander. This may also allow us to proceed in a faster pace.

Let us know if you have any recommended changes and updates on the Agreements progress.

Thank you.



David L. Austin
Fire Chief
Weber Fire District
2023 W 1300 N
Farr West, UT 84404
Office: 801-782-3580

Cell: 801-540-2384

Mutual Aid Fire Protection Agreement

AGREEMENT made this ____ day of _____, 2012, by and among South Weber and the Weber Fire District.

WHEREAS, the parties are desirous of entering into a mutual agreement for fire protection and fire related emergencies that will be beneficial to all parties; and

WHEREAS, the undersigned are entering this Agreement pursuant to the, Utah Code Annotated 11-13-1, et seq., Utah Code Annotated 11-7-1, et seq., 1953, as amended, to provide a joint mutual agreement relating to the mutual response and use of fire fighting equipment and personnel to fight structure fires and fire-service-related emergencies; however, excludes emergencies which require the use hazardous material equipment or personnel both within and outside the normal geographical jurisdictional limits of each party hereto, unless the requesting department's governing body has enacted a cost recovery ordinance.

WHEREAS, each party desires to cooperate with and assist the other in times of emergency or disaster;

NOW THEREFORE, IT IS HEREBY AGREED:

1. The area to be served by this Agreement shall be within the Weber Fire District, station 64 primary response areas, which represent unincorporated areas of Weber County, and the incorporated area of South Weber City.

2. The Fire Department of each party agrees to respond to structure fires and fire-service-related emergencies within the geographical area of a requesting party to this Agreement with equipment and manpower based upon need as determined by the requesting party's Incident Commander and as equipment and personnel are available as determined by the senior officer on duty for the responding party.

3. With the exception of the area described in paragraph 5 of this Agreement, the dispatcher shall dispatch the Fire Department from the jurisdiction where the incident is located first, and then, upon determination of need by the incident commander, a request for assistance may be made to the other participating Fire Department to assist in the incident.

4. With the exception of the area described in paragraph 5 of this Agreement, only upon determination by the requesting department that an incident is of such a nature that additional resources are needed, and then only upon the request of the incident commander of the jurisdiction where the incident occurs, will departments be dispatched to respond as provided herein. Self-dispatching of resources by participating Fire Departments of this agreement without the official request of the incident commander of the responsible jurisdiction is not acceptable.

5. It has been mutually agreed that for calls along the I-84 corridor from the Morgan/Weber County line to the Davis/Weber County line (just west of Adams Avenue Parkway), that the receiving dispatch center will "dual dispatch" both South Weber City and Weber Fire District units. The first arriving unit will assume command and determine both the jurisdiction and need for responding units. The governmental entity(ies) having jurisdiction will respond as requested, or may discontinue response based on on-scene resources and/or input from the on-scene Incident Commander.

6. Response under this Agreement shall be made only when the absence of fire personnel and/or equipment will not jeopardize the fire protection of the governmental entity furnishing assistance to another jurisdiction.

7. The dispatcher shall be requested to specify the location and directions, when necessary, where the fire department equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding organization.

8. The first arriving officer shall assume command and may retain command at the discretion the next arriving superior officer of the jurisdiction where the incident has occurred.

9. The responding organization shall report to the Incident Commander in charge at the location to which the fire equipment and personnel are dispatched and shall be subject to the orders of that officer.

10. Parties to this agreement shall adopt and practice safety procedures in the interest of fire fighter safety.

11. Parties to this agreement shall assure that radio communications are established, programmed and functional for primary operational channels as identified and mutually agreed upon for responding to incidents within the other party's jurisdictional response area.

12. Responding equipment and personnel shall be released by the Incident Commander when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

13. Each party shall indemnify, defend, and hold all other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses and liens, including without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold every other party harmless there from.

14. The effect of the death or injury of any firefighter who is killed or injured outside the territorial limits of the governmental entity where he or she is a member of the firefighting department and while that department is functioning pursuant to this Agreement shall be the same as if he or she were killed or injured while that department was functioning within its own territorial limits; and such death or injury shall be considered to be in the line of duty.

15. Each party to this Agreement shall be responsible for workman's compensation and other benefits accruing to the members of their own department and such other employee-related matters, including insurance, as would normally occur for their own department.

16. No party to this Agreement shall be reimbursed by any other party to this Agreement for any direct expenses or direct losses incurred as a result of providing fire department services within another party's jurisdiction under the terms of this Agreement, except as otherwise provided and funded through cost recovery ordinances, or funding made available to the requesting Fire Department through state or federal resources. However, a party to this Agreement, at its option, may file a claim with the United States for the amount of its direct expenses and direct losses, incurred by fire department services rendered as a result of fighting a fire or fires on property of the United States, under authority of 15 USC 2210.

17. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

18. This Agreement shall not relieve any party to this Agreement of any obligation or responsibility imposed upon a party to this Agreement by law, except that the performance of a

responding party may be offered in satisfaction of any such obligation or responsibility of the requesting party to the extent of actual and timely performance thereof by the responding party.

19. The term of this Agreement shall commence on the date of execution by the last party hereto and shall continue for a period of five (5) Years. Any party may terminate its obligations hereunder without cause by providing thirty (30) days prior written notice to all the remaining parties. Such termination shall not modify the Agreement as between the remaining parties, except only to exclude the terminating party from the obligations created herein.

20. This Agreement, as a condition precedent to its entry into effect, shall be submitted to the authorized attorney of each governmental entity for approval as to form in accordance with the provision of Section 11-13-9, Utah Code Annotated, 1953, as amended.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

ATTEST:

SOUTH WEBER CITY,
A Municipal Corporation

City Recorder

Mayor

APPROVED AS TO FORM:

Dated this ____ day of _____, 2012.

Attorney for South Weber City

ATTEST:

WEBER FIRE DISTRICT,
A Local District, Service Area

District Clerk

Chairman, Board of Trustees

APPROVED AS TO FORM:

Date this ____ day of _____, 2012.

Attorney for District

RESOLUTION 12-28

Canyon View Ranches Conditional Acceptance

BE IT HEREBY RESOLVED, by the City Council of South Weber City, State of Utah, as follows:

WHEREAS, Jones and Associates, Consulting Engineers for South Weber City, has conducted an inspection of Canyon View Ranches Subdivision and it has been 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 Conditional Acceptance of Canyon View Ranches Subdivision;

THEREFORE, be it hereby resolved, the City Council of South Weber City hereby approves Conditional Acceptance of Canyon View Ranches, Davis County Plat 13-274, with the following conditions:

1. All remaining escrow funds for Canyon View Ranches Subdivision, except the 10% contingency warranty fund, shall be released upon payment in full of any fees due to the city.
2. The 10% guarantee will be retained for a period of no less than one year.
3. The City shall not be responsible for the improvements, their construction, and/or maintenance until after the one-year guarantee period has expired and there is an official final acceptance of the dedicated property and improvements by the City.
4. To receive official Final Acceptance, the developer must request in writing that the subdivision receive Final Acceptance by the City Council after the one-year guarantee period had expired. The City Engineer shall inspect the improvements and certify that they have been properly installed and they meet adopted City standards, and shall make recommendation for final acceptance to the City Council.
5. Upon Final Acceptance by the City Council, the City will assume full responsibility for ownership and maintenance of improvements.
6. Repair and Maintenance of Improvements: The developer agrees to make all repairs to and maintain the improvements and every part thereof in good working condition, without cost to the City, until Final Acceptance is granted by the City Council.

PASSED AND ADOPTED by the City Council of South Weber City this **9th** day of **October 2012**.

Jeffery G. Monroe, Mayor

Attest:

Erika J. Ahlstrom, City Recorder



CONSULTING ENGINEERS

October 2, 2012

South Weber City Corporation
Attn: Rodger Worthen, City Manager
1600 East South Weber Drive
South Weber, Utah 84405

RE: Canyon View Ranches- Conditional Acceptance

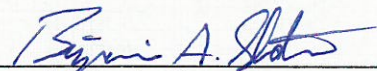
Dear Rodger:

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 can recommend, to the City Council, Conditional Acceptance of this Subdivision. Please hold escrow for the 10% guarantee.

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
City Inspector

Date of Conditional Acceptance to be determined by the City Council