

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 **WEDNESDAY, 12 NOVEMBER 2008** 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. DISCUSS AND REVIEW AGENDA ITEMS

REGULAR COUNCIL MEETING:

6:00 p.m. PLEDGE OF ALLEGIANCE: COUNCILMEMBER POFF

PRAYER: COUNCILMEMBER PETERSON

APPROVAL OF AGENDA

DECLARATION OF CONFLICT OF INTEREST

6:05 p.m. CONSENT AGENDA (These items are considered by the City Council to be routine and will be approved by a single motion. If discussion is desired on any consent item, the item may be removed from the Consent Agenda and considered separately.)

- ◆ **APPROVAL OF 28 OCTOBER 2008 COUNCIL MEETING MINUTES**
- ◆ **APPROVAL OF 4 NOVEMBER 2008 WORK MEETING MINUTES**
- ◆ **WARRANT REGISTER**

6:10 p.m. ☆ AWARD PRESENTATION TO 1ST PLACE SOUTH WEBER GIRLS VOLLEYBALL TEAM
Coach Jenny Bergman – by Edd Bridge, Recreation Director

6:15 p.m. QUARTERLY REPORT: DAVIS COUNTY SHERIFF DEPT – *Detective Jon West*

6:20 p.m. QUARTERLY REPORT: FIRE DEPARTMENT – *Fire Chief Tom Graydon*

6:25 p.m. QUARTERLY REPORT: PUBLIC WORKS DEPT/CODE ENFORCEMENT – *Public Works Dir. Mark Larsen*

6:30 p.m. RESOLUTION 08-52: FINAL ACCEPTANCE CANYON RIDGE ESTATES SUBDIVISION

*** PUBLIC HEARING 6:35 p.m. RESOLUTION 08-53: CONDITIONAL USE 2008-5 SOUTH WEBER ELEMENTARY KINDERGARTEN-SECOND GRADE BLDG, 1285 E. LESTER STREET, DAVIS COUNTY SCHOOL DISTRICT**

6:55 p.m. RESOLUTION 08-48: POFF STORM DRAIN EASEMENT AGREEMENT

7:00 p.m. PURCHASE ORDER #1336: \$3,840.30 INTERWEST FOR SNOW PLOW BLADES

**7:05 p.m. MAYOR
CITY COUNCIL ASSIGNMENT UPDATES & OTHER INFORMATION
CITY MANAGER
STAFF
NON SCHEDULED DELEGATION**

7:30 p.m. ADJOURN

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

CITY OFFICE BUILDING
CITY WEBSITE www.southwebercity.com
UT PUBLIC NOTICE WEBSITE www.utah.gov/pmn
EACH MEMBER OF GOVERNING BODY

SOUTH WEBER FAMILY ACTIVITY CENTER
RAY'S VALLEY SERVICE
SOUTH WEBER ELEMENTARY
THOSE LISTED ON THE AGENDA

DAVIS COUNTY CLIPPER
STANDARD-EXAMINER
SALT LAKE TRIBUNE
DESERET NEWS

DATE: November 5, 2008

CITY RECORDER: Erika J. Ahlstrom

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 (479-3177) AT LEAST TWO DAYS PRIOR TO MEETING.

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

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
55	A&W DIESEL SALES AND SERVICE	25637	SNOW PLOW REPAIRS - TRUCK #8	12/23/2008	1,189.78
		25692	SNOW PLOW REPAIRS - TRUCK #2	10/29/2008	1,155.45
Total 55					2,345.23
112	AG TRUCK	37548	VEHICLE MAINTENANCE	10/24/2008	15.38
Total 112					15.38
236	ALLRED, CHRISTOPHER F	103108	ATTORNEY FEES - OCT 2008	10/31/2008	500.00
Total 236					500.00
60	AT&T	102208	APPLY TO ACCT#051 307 5992 001	10/22/2008	31.70
Total 60					31.70
870	BLUE STAKES OF UTAH	UT200800990	BLUE STAKES TRANSMISSIONS - OCT 2008	10/31/2008	88.35
Total 870					88.35
1005	BOUCHARD CONSTRUCTION COMPAN	100801	SALT (30.56 TONS)	10/30/2008	152.80
Total 1005					152.80
13228	BUCHANAN, BLAKE	102708	FLAG FOOTBALL OFFICIAL	10/27/2008	189.00
Total 13228					189.00
1190	CALIFORNIA CONTRACTORS	14941	SHOP SUPPLIES	10/24/2008	249.88
Total 1190					249.88
1260	CASELLE INC	29252	COMPUTER SUPPORT - JAN - MARCH 2009	11/03/2008	1,898.00
Total 1260					1,898.00
1378	CINTAS CORPORATION #180	180542619	MATS/TOWELS	10/29/2008	37.32
			UNIFORMS		4.47
			UNIFORMS		4.47
			UNIFORMS		13.41
		180545759	MATS/TOWELS	11/05/2008	37.32
			UNIFORMS		4.14
			UNIFORMS		4.14
			UNIFORMS		12.43
Total 1378					117.70
1380	CLARK, MICHELLE	OCT 08	C/C MINUTE TRANSCRIBER - OCT 2008	10/31/2008	354.36
Total 1380					354.36
1645	CRAYTHORNE, INC.	2008-000881	CURB, GUTTER, SIDEWALK REPAIRS	10/31/2008	3,668.85
Total 1645					3,668.85
1670	CSK AUTO INC	419700238836	VEHICLE MAINTENANCE	10/28/2008	20.94

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total 1670					20.94
2235	DURKS PLUMBING	1557030	PARK MAINTENANCE	10/16/2008	5.24
		1560232	PARK SUPPLIES	11/06/2008	1.56
Total 2235					6.80
2245	EARTHTEC TESTING AND ENGINEER	20940	475 EAST PROJECT	10/15/2008	1,099.70
Total 2245					1,099.70
2685	GARDNER ENGINEERING	3269	CANYON MEADOWS PARK SURVEY WORK	10/29/2008	2,195.00
Total 2685					2,195.00
13310	GOODRICH, MICHAEL	102708	FLAG FOOTBALL OFFICIAL	10/27/2008	98.00
Total 13310					98.00
4835	HD SUPPLY WATERWORKS	8119066	METERS (6)	10/21/2008	1,186.56
Total 4835					1,186.56
3120	HERRICK INDUSTRIAL SUPPLY	1370058-01	SHOP SUPPLIES	10/23/2008	19.37
Total 3120					19.37
13093	KING, CARSON	102708	FLAG FOOTBALL OFFICIAL	10/27/2008	231.00
Total 13093					231.00
6920	LAYTON TRIPLE STOP	83256	GASOLINE - PUBLIC WORKS	10/30/2008	90.00
		83731	GASOLINE - PUBLIC WORKS	10/31/2008	87.73
		86549	GASOLINE - FIRE DEPARTMENT	11/06/2008	45.10
Total 6920					222.83
4105	LINCOLN ENVIROMENTAL SERVICES	799	ENVIROMENTAL CLEAN-UP - OIL SPILL POSSE GROUNDS	10/22/2008	479.00
Total 4105					479.00
4125	LOWES PROX	34260	SHOP - GFCI RECEPTACLE TESTER	10/23/2008	7.67
		34332	SHOP SUPPLIES	11/05/2008	74.92
		34343	VEHICLE MAINTENANCE	10/24/2008	96.96
		345823	SHOP SUPPLIES & PLIERS	10/27/2008	54.90
Total 4125					234.45
4620	MOUNTAIN ALARM	79271	CCTV SYSTEM - FINAL CCTV BILLING	10/29/2008	2,520.87
Total 4620					2,520.87
4950	NORTH AMERICAN SALT COMPANY	70266527	SALT FOR SNOW REMOVAL (30.56 TONS)	10/30/2008	534.80
Total 4950					534.80
5010	OFFICE DEPOT	448199571-001	OFFICE SUPPLIES	10/22/2008	405.39

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total 5010					405.39
5135	OGDEN PUBLISHING CORPORATION	10/2008	PUBLIC NOTICES - OCT 2008	10/31/2008	331.20
Total 5135					331.20
5430	PITNEY BOWES INC	102408	POSTAGE FOR METER MACHINE	10/24/2008	260.00
			POSTAGE FOR METER MACHINE		340.00
			POSTAGE FOR METER MACHINE		280.00
			POSTAGE FOR METER MACHINE		120.00
Total 5430					1,000.00
5487	POST ASPHALT PAVING	2008-1324	ASPHALT REPAIRS	10/23/2008	875.00
Total 5487					875.00
5580	QUESTAR GAS COMPANY	102108-1	NATURAL GAS BILLS - 2701 E 7800 S	10/21/2008	5.30
		102108-2	NATURAL GAS BILLS - 1327 S W DRIVE	10/21/2008	19.09
Total 5580					24.39
5780	RELIABLE BUSINESS SYSTEMS	6183	TAX FORMS 2008	09/25/2008	144.22
Total 5780					144.22
5870	ROCKY MOUNTAIN POWER	103008-01	POWER BILL - SW DR PUMP STATION	10/30/2008	773.42
		103008-02	POWER BILL - CANYON RIDGE SPRINKLERS	10/30/2008	6.91
		103008-03	POWER BILL - SCHOOL CROSSING	10/30/2008	14.30
		103008-04	POWER BILL - CITY HALL	10/30/2008	223.90
		103008-05	POWER BILL - CIVIC CENTER	10/30/2008	22.98
		103008-06	POWER BILL - CHERRY FARMS SPRINKLERS	10/30/2008	17.02
		103008-07	POWER BILL - WATER STORAGE TANK	10/30/2008	6.27
		103008-08	POWER BILL - 2700 E 8200 S	10/30/2008	7.29
		103008-09	POWER BILL - CENTRAL WEST BOWERY	10/30/2008	14.71
		103008-10	POWER BILL - CHERRY FARMS RESTROOMS	10/30/2008	46.68
		103008-11	POWER BILL - 1353 E SW DRIVE	10/30/2008	19.69
		103008-12	POWER BILL - 1727 E S W DRIVE	10/30/2008	150.94
		103008-13	POWER BILL - MEMORIAL PARK SPRINKLERS	10/30/2008	96.42
		103008-14	POWER BILL - HOLDING POND 2020 E	10/30/2008	7.29
		103008-15	POWER BILL - 2000 CEDAR PARK	10/30/2008	7.58
		103008-16	POWER BILL - FIRE STATION	10/30/2008	270.51
		103008-17	POWER BILL - 7480 CORNIA	10/30/2008	551.90
		103008-18	POWER BILL - STREET LIGHTS	10/30/2008	1,487.67
		110308-1	POWER BILL - LIFT STATION & TOWER	11/03/2008	15.75
Total 5870					3,741.23
5760	RVS VALU MART	OCT 08	GASOLINE - PUBLIC WORKS	10/31/2008	496.18
			GASOLINE - WATER DEPT		496.18
Total 5760					992.36
6430	SMASH ATHLETICS	13157	FOOTBALL UNIFORMS	10/24/2008	102.12
Total 6430					102.12
6990	TWIN D INC	8170	DUMP FEE FOR DIPOSAL OF OIL WASTE & DEBRIS	10/31/2008	600.00

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total 6990					600.00
7065	UNIFIRST CORPORATION	38113	FIRE STATION - MATS 10/01/08	10/01/2008	15.25
		38669	FIRE STATION - MATS 10/08/08	10/08/2008	15.25
		39225	FIRE STATION - MATS 10/15/08	10/15/2008	15.25
		39759	FAC TOWELS & MATS - 10/22/08	10/22/2008	24.50
		39783	FIRE STATION - MATS 10/22/08	10/22/2008	15.25
		40321	FAC TOWELS & MATS - 10/29/08	10/29/2008	24.50
		40349	FIRE STATION - MATS 10/29/08	10/29/2008	15.25
		40881	CITY MATS - 11/05/08	11/05/2008	23.00
		40898	FIRE STATION - MATS 11/05/08	11/05/2008	15.25
Total 7065					163.50
7390	UTAH LTAP CENTER	622	WINTER ROAD MAINTENANCE WORKSHOP	10/21/2008	40.00
Total 7390					40.00
7650	WASATCH INTEGRATED WASTE MGM	103108	DUMP/BURN FEES - OCT 2008	10/31/2008	11,938.50
		RTN0683	RETURN CREDIT FOR SPRING CLEAN-UP 2008	06/30/2008	140.14 -
Total 7650					11,798.36
7830	WEBER BASIN WATER	102308	WATER PURCHASES - 2009	10/23/2008	137,996.32
Total 7830					137,996.32
8100	Y2 GEOTECHNICAL, P.C.	2733	GEOTECHNICAL SERVICES - CANYON MEADOWS PARK	10/24/2008	2,290.00
Total 8100					2,290.00

Total Paid: -
Total Unpaid: 178,964.66

Grand Total: 178,964.66

Dated: _____
Mayor: _____
City Recorder: _____

SOUTH WEBER CITY COUNCIL

Staff Backup Report

Item No: **Resolution 08-52**

Date of City Council Meeting: **12 November 2008**

Title: **Final Acceptance – Canyon Ridge Estates Subdivision**

Initiated By: **Zion Development, Developer**

Scheduled Time: **6:30 p.m.**

RECOMMENDATION

Approve Resolution 08-52 Final Acceptance of Canyon Ridge Estates Subdivision.

BACKGROUND

Final acceptance of subdivisions are done by resolution by the City Council. Upon final acceptance by the City Council, the City assumes full responsibility for ownership and maintenance of improvements

Canyon Ridge Estates entered into its one-year warranty period on September 11, 2007. Ben Slater of Jones and Associates has done an inspection and provided a letter from Jones and Associates recommending final acceptance.

Upon final acceptance, a letter will be prepared releasing all remaining escrow funds for this subdivision.



CONSULTING ENGINEERS

30 October 2008

South Weber City Corporation
Attn: Matthew Dixon
South Weber City Manager
1600 East South Weber Drive
South Weber, Utah 84405

RE: Canyon Ridge Subdivision - Final Acceptance

Dear Matthew:

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, Final Acceptance of this Subdivision. All remaining escrow funds can be released at this time.

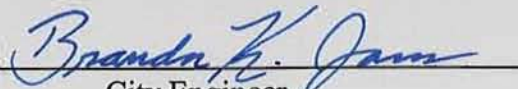
If you have any questions, or if I can be of any help, please let me know.

Sincerely,

JONES AND ASSOCIATES
Consulting Engineers
South Weber City Engineers


Benjamin A. Slater

Date of Final Acceptance 30 October 2008

Accepted by 
City Engineer

RESOLUTION 08-52

Canyon Ridge Estates - Davis County Plat 13-267 FINAL 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 Ridge Estates 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 Final Acceptance of Canyon Ridge Estates subdivision; and

WHEREAS, all remaining escrow funds for Canyon Ridge Estates including the 10% contingency warranty fund shall be released.

THEREFORE, be it hereby resolved, Canyon Ridge Estates, Davis County Plat 13-267, is hereby accepted by South Weber City.

PASSED AND ADOPTED by the City Council of South Weber City this **12th** day of **November, 2008**.

Brent V. Petersen, Mayor

Attest:

Erika J. Ahlstrom, City Recorder

SOUTH WEBER CITY COUNCIL

Staff Backup Report

COMPLETE FILE AVAILABLE FOR REVIEW AT SOUTH WEBER CITY OFFICE

Item No: **Conditional Use Permit – South Weber Elementary Kindergarten-2nd Grade Building**

Date of City Council Meeting: **November 12, 2008**

Short Title: **Conditional Use Permit**

Initiated By: **Davis County School District**

Scheduled Time:

RECOMMENDATION

Approve the conditional use permit with the condition that occupancy of the new building be granted only upon the completion of the conditions recommended by the Planning Commission along with the addition that the interlocal agreement (attached with Steve's comments) pertaining to the property transaction be finalized and that the utilities be allowed to connect to the city's utilities only upon the district's payment of all required application and impact fees.

BACKGROUND

Conditional Use Permit. Davis County School District has applied for a Conditional Use Permit to build a Kindergarten – Second Grade building. The building will be located to the South of the Family Activity Center and West of the existing Elementary School. This building will have 18 additional classrooms (phase 1) and administrative/common space (phase 2); it will operate as a stand alone two-story building. The first phase of the building has been bid and a bond election will be held next June for phase 2. The Conditional Use Permit is for both phases.

The plans presented have been reviewed by Brandon, Barry, and Mark and their concerns are enclosed with this packet. The Fire Chief, Tom Graydon, has requested and the District has agreed to construct a hammer-head turn around at the south end of the new road.

On October 30, 2008, after reviewing the plans and discussing the plans with District representatives, the Planning Commission recommended approval conditional that the items listed below be completed prior to City Council approval. The conditions include:

1. **Items listed City Engineer's letter dated 27 October 2008 with addition to item #4 - If easement is not acquired then a solution will have to be found with retention on the property.**
2. **Items listed in City Planner's letter of 22 October 2008, item #4 with agreement being presented between the Kaps and the school district to complete the improvements for the road and utilities should the Kap subdivision not be approved at this time.**

3. Address any safety issue for sidewalks, landscaping, and street lights with a review by the school district should phase 2 not be completed.
4. Consider additional parking on north side of Family Activity Center and 1300 East.
5. Occupancy will not be granted until these items are completed.

Application & Impact Fees. In the spring of 2008, both Brandon and Matt attended a meeting at the School District where the architecture of the building was discussed. After several phone calls back and forth between the School District and the City, Matt sent a letter, in September (please read attached), outlining his concerns that they had not yet applied for a conditional use permit, their project was designed over city-owned property, and concern that they are not planning to pay the required impact fees.

The School District, on several occasions, has stated they do not pay impact fees, nor have they ever had to go through the conditional use process. After researching state code (please read attached state codes) it is clear that School Districts are not exempt from paying application and impact fees, although some cities decide to waive the fees. On October 16, 2008, after receiving the conditional use permit application, Matt, Brandon, and Mark met with representatives from the School District and their engineer/design team. Again, it was stated that they are not exempt from the applicable fees and that they would need to appeal to the City Council to have the fees waived (please read attached letter to district).

Impact fees are designed to have development, public or private, pay their proportionate share of the impact their development has on the city's infrastructure. The city has established impact fees in accordance with state law and has collected and accounted for them in accordance with state law. We have asked the school district to submit their formal appeal, in writing, with supporting arguments as to why the city should not require of them what is legally ours to require as we do from all other entities. At the time of this report we have not received their written appeal.

Please review the attached letter, email correspondence and state laws pertaining to school districts constructing new buildings. Additionally, we have included a spreadsheet illustrating how other city's work with the district in building new schools.

CONCLUSION

The Planning Commission stated that this permit did not have to have the conditions completed before moving on to City Council; however, prior to final approval by the City Council these items need to be completed.

RESOLUTION 08-53
CONDITIONAL USE 2008-5
SOUTH WEBER ELEMENTARY
KINDERGARTEN-SECOND GRADE BLDG
DAVIS COUNTY SCHOOL DISTRICT

WHEREAS, the Davis County School District applied for a conditional use permit to construct a second building to be located adjacent to the existing South Weber Elementary School; and

WHEREAS, the South Weber City Planning Commission reviewed the application at a public hearing held on 30 October 2008, and recommended approval of the conditional use permit subject to the following conditions;

- 1. Items listed City Engineer's letter dated 27 October 2008 with addition to item #4 (D in this Resolution) - If easement is not acquired then a solution will have to be found with retention on the property.**
 - A. Occupancy of the building in phase I cannot be granted until all the required public improvements are installed.
 - B. As Lester Drive is constructed north of the Family Activity Center, additional parking shall be installed in this location between the building and the roadway.
 - C. The City will deed the property to the school district in exchange for shared full use of the proposed parking lot (to be constructed in phase II) for patrons of the Family Activity Center. The school district is agreeing to construct and maintain the parking lot. This shall be accomplished through an Interlocal Agreement.
 - D. A storm drain and sewer easement needs to be provided between Lester Drive and South Weber Drive or a satisfactory alternative to handle the District's storm water must be approved by the city engineer.
 - E. An easement will need to be provided for the 8" water main line going through the school's property since this will be a City owned and operated main line. The main line shall be installed in a location that coincides with some type of surface or facility so that it can be easily located by the City if needed and in a location such that will assist in reducing negative impacts to the school grounds.
 - F. An easement for future storm drainage coming from the property south of the school's property needs to be incorporated either in the school district's project or in Kap's future subdivision.
- 2. Item listed in City Planner's letter of 22 October 2008, (item #4) with agreement being presented between the Kaps and the School District to complete the improvements for the road and utilities should the Kap subdivision not be approved at this time.**
 - A. The plans show no improvements to either Lester Dr. or the new street on the west side of the new building except sidewalk. I see that the street is included in the Kap Subdivision, but what assurance do we have that the street improvements will be constructed? Without a recorded subdivision and a bond for those improvements, we can't let this school project proceed. Even if we do have a recorded plat and bond, the Kap Subdivision does not include

RESOLUTION 08-53
CONDITIONAL USE 2008-5: SOUTH WEBER ELEMENTARY
Page 2

that section of Lester Drive adjacent to the Rec. Center. Who is going to make those street improvements?

3. **Address any safety issues related to sidewalks, landscaping, and street lights with a review by the School District should phase II not be completed.**
4. **Consider additional parking on north side of Family Activity Center and 1300 East for phase II.**
5. **Occupancy will not be granted until these items are completed.**

WHEREAS, the South Weber City Council reviewed the application and the Planning Commission recommendations at a public hearing held on 12 November 2008.

BE IT THEREFORE RESOLVED by the South Weber City Council that Conditional Use Application 2008-5 for Davis County School District is hereby approved **subject to the conditions set forth by the Planning Commission in addition to the following conditions:**

1. **Occupancy of any new building shall not be granted to the School District until the City has approved and signed the Interlocal Agreement pertaining to the property exchange, not to be unreasonably withheld.**
2. **Payment of all applicable application and impact fees shall be received by the City prior to the School District being allowed to hook up to any of the City utilities.**

PASSED AND APPROVED by the City Council of South Weber this **12th day of November, 2008.**

MAYOR: Brent V. Petersen

ATTEST:

Erika J. Ahlstrom, City Recorder



Davis School District

W. Bryan Bowles, Superintendent

Fostering Educational Excellence

November 5, 2008

Mayor Brent V. Petersen
South Weber City
1600 East South Weber Drive
South Weber, Utah 84405

Re: Planning Commission Conditions for the South Weber Elementary K-2 Center

Dear Mayor Petersen,

Davis School District seeks a conditional use permit to construct a K-2 Center on the existing campus of South Weber Elementary. Our team of architects and engineers met with the Planning Commission on October 30, 2008. This letter is the Davis School District response to the conditions of the Planning Commission:

1. Obtain an easement from Lester Street to South Weber Drive to run a storm drain line.

It is believed that a right-of-way or easement already exists in this area. We currently have a Title company researching to determine the exact location of the easement in regards to the section line. Once that is defined we will negotiate with the adjacent property owners. Our preliminary negotiations with the adjacent property owners have been positive. We are optimistic that this issue will be resolved in a couple of weeks. In the unlikely event that an easement cannot be obtained, the District and Kapp Construction will construct a retention pond to handle the storm water until an easement is obtained.

2. Obtain a copy of the agreement between Kapp Construction and Davis School District for the construction of the road and utilities around the K-2 Center.

An agreement was signed between Kapp Construction and Davis School District when property for the K-2 Center was acquired (see attachment). In our conversations with Kapp Construction, they have the funding and are ready to proceed with the road and utility construction. They are currently waiting for a sub-division approval from South Weber City. If for some reason, Kapp Construction is not able to fulfill their agreement



Davis School District

W. Bryan Bowles, Superintendent

Fostering Educational Excellence

November 6, 2008

South Weber Mayor and City Council Members
South Weber City
1600 East South Weber Drive
South Weber, Utah 84405

Dear Mayor and City Council Members,

As you are aware, Davis School District is in the midst of planning and constructing an addition to South Weber Elementary which will serve the students of your community. City staff has informed the District that in order to obtain an Occupancy Permit, certain Impact Fees are to be paid. We are asking for a waiver of fees, as allowed for per your City code, for the following reasons:

1. Per our interpretation of Utah Code Section 10-9a-305 (*see enclosed*), we are exempt. We have built over seventy-five facilities in Davis County in the past ten years varying from \$500,000 to over \$40,000,000. This is the first time we have been requested to proceed this far with the insistence that we pay impact fees, which we believe are not required by State Statute.
2. In 1995, the issue of building a roadway not adjacent to a school was taken up with the Attorney Generals' Office. A copy of AG Jan Graham's response is enclosed. Though this memo deals specifically with the roadway, it is reasonable to extend the logic to other types of infrastructure, wherein the District should not be expected to pay for improvements not related to the school.
3. *Precedents:* We have had the good fortune of working with nearly all municipalities in Davis County within the past ten years. To date, we have not been required to pay for the types of impact fees South Weber City has requested. We have engaged in dialogues regarding fees and have successfully negotiated that it is in the best interest of all taxpayers to use money bonded for classrooms for just that purpose.
4. *Rational:* Once again, it is in the best interest of all residents of Davis County that bond funds be protected from uses other than what they were intended, i.e., construction of facilities to serve the educational needs of our students.

South Weber Mayor and City Council Members

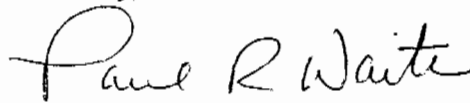
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November 6, 2008

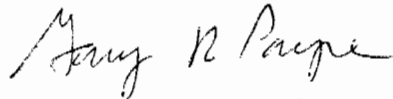
With these issues in mind, we again request the Impact Fees for Public Water System, Waste Water System and Public Safety Fire Station, be waived (*see enclosures*). We agree to payment of the Storm Drainage System Fee, as this is consistent nationwide as a Federal Mandate to protect the Nation's waterways. We will also pay the connection fees, where applicable. We understand and appreciate that City staff interprets the law differently. Each jurisdiction, statewide, handles this issue in different ways. We have been proud of our relationships with the many jurisdictions in Davis County, and hope to continue those relationships with your City leaders.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Paul R. Waite".

Dr. Paul Waite, Assistant Superintendent

A handwritten signature in cursive script that reads "Gary R. Payne".

Gary R. Payne, AIA, Administrator of Facilities

PW/GRP:cjw

Enclosure(s)

UTAH STATE LEGISLATURE Home | Site Map | Calendar | Code/Constitution | House | Senate | Search

**10-9a-305. Other entities required to conform to municipality's land use ordinances -
- Exceptions -- School districts and charter schools.**

(1) (a) Each county, municipality, school district, charter school, local district, special service district, and political subdivision of the state shall conform to any applicable land use ordinance of any municipality when installing, constructing, operating, or otherwise using any area, land, or building situated within that municipality.

(b) In addition to any other remedies provided by law, when a municipality's land use ordinance is violated or about to be violated by another political subdivision, that municipality may institute an injunction, mandamus, abatement, or other appropriate action or proceeding to prevent, enjoin, abate, or remove the improper installation, improvement, or use.

(2) (a) Notwithstanding Subsection (1), a public transit district under Title 17B, Chapter 2a, Part 8, Public Transit District Act, is not required to conform to any applicable land use ordinance of a municipality located within the boundaries of a county of the first class when constructing a:

- (i) rail fixed guideway public transit facility that extends across two or more counties; or
- (ii) structure that serves a rail fixed guideway public transit facility that extends across two or more counties, including:
 - (A) platforms;
 - (B) passenger terminals or stations;
 - (C) park and ride facilities;
 - (D) maintenance facilities;
 - (E) all related utility lines, roadways, and other facilities serving the public transit facility; or
 - (F) other auxiliary facilities.

(b) The exemption from municipal land use ordinances under this Subsection (2) does not extend to any property not necessary for the construction or operation of a rail fixed guideway public transit facility.

(c) A municipality located within the boundaries of a county of the first class may not, through an agreement under Title 11, Chapter 3, Interlocal Cooperation Act, require a public transit district under Title 17B, Chapter 2a, Part 8, Public Transit District Act, to obtain approval from the municipality prior to constructing a:

- (i) rail fixed guideway public transit facility that extends across two or more counties; or
- (ii) structure that serves a rail fixed guideway public transit facility that extends across two or more counties, including:
 - (A) platforms;
 - (B) passenger terminals or stations;
 - (C) park and ride facilities;
 - (D) maintenance facilities;
 - (E) all related utility lines, roadways, and other facilities serving the public transit facility; or
 - (F) other auxiliary facilities.

(3) (a) Except as provided in Subsection (4), a school district or charter school is subject to a municipality's land use ordinances.

(b) (i) Notwithstanding Subsection (4), a municipality may:

- (A) subject a charter school to standards within each zone pertaining to setback, height,

bulk and massing regulations, off-site parking, curb cut, traffic circulation, and construction staging; and

(B) impose regulations upon the location of a project that are necessary to avoid unreasonable risks to health or safety, as provided in Subsection (4)(f).

(ii) The standards to which a municipality may subject a charter school under Subsection (3)(b)(i) shall be objective standards only and may not be subjective.

(iii) Except as provided in Subsection (8)(d), the only basis upon which a municipality may deny or withhold approval of a charter school's land use application is the charter school's failure to comply with a standard imposed under Subsection (3)(b)(i).

(iv) Nothing in Subsection (3)(b)(iii) may be construed to relieve a charter school of an obligation to comply with a requirement of an applicable building or safety code to which it is otherwise obligated to comply.

(4) A municipality may not:

(a) impose requirements for landscaping, fencing, aesthetic considerations, construction methods or materials, additional building inspections, municipal building codes, building use for educational purposes, or the placement or use of temporary classroom facilities on school property;

(b) except as otherwise provided in this section, require a school district or charter school to participate in the cost of any roadway or sidewalk, or a study on the impact of a school on a roadway or sidewalk, that is not reasonably necessary for the safety of school children and not located on or contiguous to school property, unless the roadway or sidewalk is required to connect an otherwise isolated school site to an existing roadway;

(c) require a district or charter school to pay fees not authorized by this section;

(d) provide for inspection of school construction or assess a fee or other charges for inspection, unless the school district or charter school is unable to provide for inspection by an inspector, other than the project architect or contractor, who is qualified under criteria established by the state superintendent;

(e) require a school district or charter school to pay any impact fee for an improvement project unless the impact fee is imposed as provided in Title 11, Chapter 36, Impact Fees Act; or

(f) impose regulations upon the location of a project except as necessary to avoid unreasonable risks to health or safety.

(5) Subject to Section **53A-20-108**, a school district or charter school shall coordinate the siting of a new school with the municipality in which the school is to be located, to:

(a) avoid or mitigate existing and potential traffic hazards, including consideration of the impacts between the new school and future highways; and

(b) maximize school, student, and site safety.

(6) Notwithstanding Subsection (4)(d), a municipality may, at its discretion:

(a) provide a walk-through of school construction at no cost and at a time convenient to the district or charter school; and

(b) provide recommendations based upon the walk-through.

(7) (a) Notwithstanding Subsection (4)(d), a school district or charter school shall use:

(i) a municipal building inspector;

(ii) (A) for a school district, a school district building inspector from that school district; or

(B) for a charter school, a school district building inspector from the school district in

which the charter school is located; or

(iii) an independent, certified building inspector who is:

(A) not an employee of the contractor;

(B) approved by:

(I) a municipal building inspector; or

(II) (Aa) for a school district, a school district building inspector from that school district; or

(Bb) for a charter school, a school district building inspector from the school district in which the charter school is located; and

(C) licensed to perform the inspection that the inspector is requested to perform.

(b) The approval under Subsection (7)(a)(iii)(B) may not be unreasonably withheld.

(c) If a school district or charter school uses a school district or independent building inspector under Subsection (7)(a)(ii) or (iii), the school district or charter school shall submit to the state superintendent of public instruction and municipal building official, on a monthly basis during construction of the school building, a copy of each inspection certificate regarding the school building.

(8) (a) A charter school shall be considered a permitted use in all zoning districts within a municipality.

(b) Each land use application for any approval required for a charter school, including an application for a building permit, shall be processed on a first priority basis.

(c) Parking requirements for a charter school may not exceed the minimum parking requirements for schools or other institutional public uses throughout the municipality.

(d) If a municipality has designated zones for a sexually oriented business, or a business which sells alcohol, a charter school may be prohibited from a location which would otherwise defeat the purpose for the zone unless the charter school provides a waiver.

(e) (i) A school district or a charter school may seek a certificate authorizing permanent occupancy of a school building from:

(A) the state superintendent of public instruction, as provided in Subsection **53A-20-104(3)**, if the school district or charter school used an independent building inspector for inspection of the school building; or

(B) a municipal official with authority to issue the certificate, if the school district or charter school used a municipal building inspector for inspection of the school building.

(ii) A school district may issue its own certificate authorizing permanent occupancy of a school building if it used its own building inspector for inspection of the school building, subject to the notification requirement of Subsection **53A-20-104(3)(a)(ii)**.

(iii) A charter school may seek a certificate authorizing permanent occupancy of a school building from a school district official with authority to issue the certificate, if the charter school used a school district building inspector for inspection of the school building.

(iv) A certificate authorizing permanent occupancy issued by the state superintendent of public instruction under Subsection **53A-20-104(3)** or a school district official with authority to issue the certificate shall be considered to satisfy any municipal requirement for an inspection or a certificate of occupancy.

Amended by Chapter 290, 2008 General Session

Download Code Section [Zipped](#) WordPerfect 10_09a030500.ZIP 5,940 Bytes

[Sections in this Chapter](#)|[Chapters in this Title](#)|[All Titles](#)|[Legislative Home Page](#)

Last revised: Wednesday, October 08, 2008



Impact Fees for South Weber Phase 1 and Phase 2 11/04/08

FROM VBFA

Phase 1 and 2

Annual water useage = 1,243,080 gal/yr

Annual Waste useage = 1,118,772 gal/yr

Water

Phase 1 and 2

1,243,080 gal/year divided by 171,000 gal/year = 7.27 ERC's

\$1,366 x 7.27 =

\$ 9,930.82 WATER Impact Fee

Waste Water

Phase 1 and 2

1,118,772 gal/year/356 day/year = 3,142.62 gal/day

3,142.62 /400 = 7.8566 ERU

\$1561 x 7.8566 =

\$12,264.15 WASTE Impact Fee

FROM ARPEN:

The way I read the Impact Fee Schedule, for non-residential developments, the City will assess \$665.00 for every 3365 square feet of impervious area contributing to the storm drain. In our project we have:

Phase 1: approximately 32,000 square feet of impervious area including roof, paved playground area, and sidewalks, for a subtotal of approximately \$ 6,300.00 STORM

Phase 2: approximately 55,000 square feet of impervious area including roof, paved parking, driveway, and sidewalks, for a subtotal of approximately \$ 10,900.00.STORM

TOTAL Storm Water Impact Fee Including Phase 1 and Phase 2: \$17,200.00 STORM Impact Fee

Fire Impact Fee:

48,500 SF x \$.19/sf =

\$ 9,215.00 FIRE

Impact Fee

Impact fee totals for phase I and phase II = \$48,609.97

OFFICE USE: Date Received: 9/25/08 Application #: 2008-5 Fee: 500- Receipt #: _____

CONDITIONAL USE PERMIT APPLICATION

Business Name: South Weber Elementary
Property Owner: Davis School District Phone: 801. 402. 5241
Mailing Address: 45 E State Street PO Box 558 Fax: 801. 402. 5630
Farmington, UT 84025
Applicant/Agent (if not owner): EOA Phone: 801. 581. 7600
Mailing Address: 111 E Broadway, Suite 200 SLC, UT 84111 Fax: 801. 303. 3149

Property Address: 1285 E Lester Street South Weber, UT 84405
Street City/State/Zip
Parcel I.D. Number: 130270012 Acres or Sq. Ft. of Parcel: 99,360 s.f. Zone: A
No. Residential Units (if applicable): — Sq. Ft. Business (if applicable): 48,500 s.f.
Legal Description (may be attached on separate sheet): See attached

Proposed Use (in detail): Addition includes 18 new classrooms & associated administrative/commons space for Kindergarten, First & Second grade. Building will be stand-alone, but operate in conjunction w/ existing school

Anticipated number of customers coming to the proposed business site on a daily basis:

☐ 0-

☐ 1 - 10

☐ 11 - 20

☒ 21 +

Anticipated number of employee: 25-30 Hours of operation: 8-4

Estimated cost of total site development (including building, equipment, materials, storage): _____

Parking facilities: 28 additional stalls added to existing condition

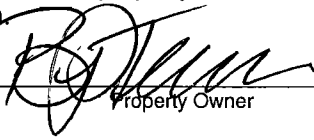
Sign description (if any): N/A

Development Schedule (if applicable): Present the proposed time table for the initiation and completion of proposed construction. Projects contemplated in phases should be so noted. _____

First phase of project is currently out to bid. This phase includes the south wing of the building and will be completed August 2009. The second phase (north wing) will be anticipated to bid November 2009 w/ completion in August 2010. Higher than construction has been brought on by the district to act as the contractor for both phases of construction.

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 conditional use application.

Signed: _____


Property Owner

Property Owner

To be completed and signed by Applicant

APPLICANT AFFIDAVIT

State of Utah)
County of _____)

I (We) _____, being duly sworn, depose and say I (we) am (are) the sole owner(s)/
Property Owner(s) or Agent
agent of the owner(s), of the property involved in this application, to wit, _____,
Property Address

South Weber, Utah, and that the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly and to the best of my ability, present the argument in behalf of the application. Also, all statements and information are in all respects true and correct, to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

Signed: _____

Applicant (Property Owner or Agent)

Applicant (Property Owner or Agent)

Subscribed and Sworn before me this _____ day of _____, 20_____.

Notary Public: _____

To be completed and signed by Property Owner if not Applicant

AGENT AUTHORIZATION

State of Utah)
County of _____)

I (We) _____, 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 _____ day of _____, 20_____.

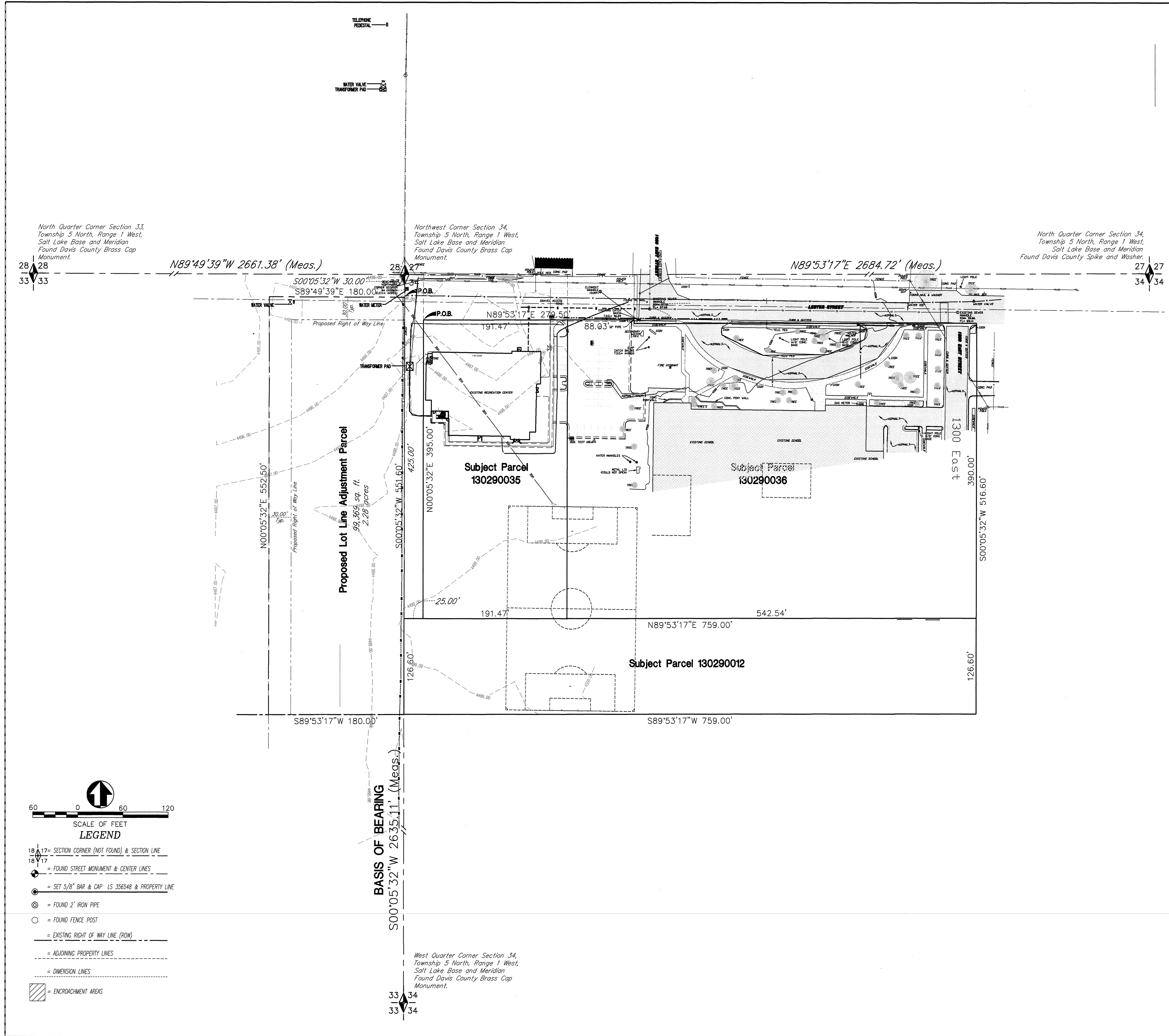
Signed: _____

Property Owner

Property Owner

Subscribed and Sworn before me this _____ day of _____, 20_____.

Notary Public: _____



SURVEYORS CERTIFICATE:
I, David E. Hawkes, certify that I am a Professional Land Surveyor holding license number 356548 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act and that a survey of the described tract of land has been completed by me in accordance with Section 17-23-17 and that I have verified all measurements and have placed monuments as shown hereon.

DAVID E. HAWKES _____ DATE _____

NARRATIVE:
Boundary Consultants were retained by Arpen Engineering, Agent for the Davis County School District to perform a Record of Survey of the subject parcels and create a proposed new parcel from the adjoining property which if purchased by the Davis County School District will be part of a Lot Line Adjustment between the "School District" and the Kap's owners of the adjacent property.

DESCRIPTIONS:
PROPOSED PARCEL:
A parcel of land lying and situate in the Northeast Quarter of Section 33, Township 5 North, Range 1 West, Salt Lake Base and Meridian. Comprising 2.28 acres of that particular parcel of land described in that certain Warranty Deed recorded as Entry 1114746, in Book 1753, at Page 69 of the Davis County Records. Basis of Bearing for subject parcel being South 00°05'32" West 2635.11 feet (measured) between the Davis County Surveyor's Brass Cap Monuments monumentizing the west line of the Northwest Quarter of said Section 34. Subject parcel being more particularly described as follows:
Commencing at the Northwest corner of said Section 34, thence South 00°05'32" West coincident with the west line of said Northwest Quarter Section 30.00 feet to the True Point of Beginning; Thence continuing coincident with said Section Line South 00°05'32" West 551.60 feet; Thence South 89°49'39" West 180.00 feet; Thence North 00°05'32" East 552.50 feet; Thence South 89°49'39" East 180.00 feet to the point of beginning.

12-06-2007

DATE

12-06-2007

DATE

1"=60'

SCALE

07004001

PROJECT NUMBER

RECORD OF SURVEY OF
PARCELS 13029-0035, -0036, -0012
LYING AND SITUATE IN THE NORTHWEST QUARTER OF SECTION 34,
TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

DESIGNED

DEF

DRAWN

DEF

CHECKED

DEF

C101

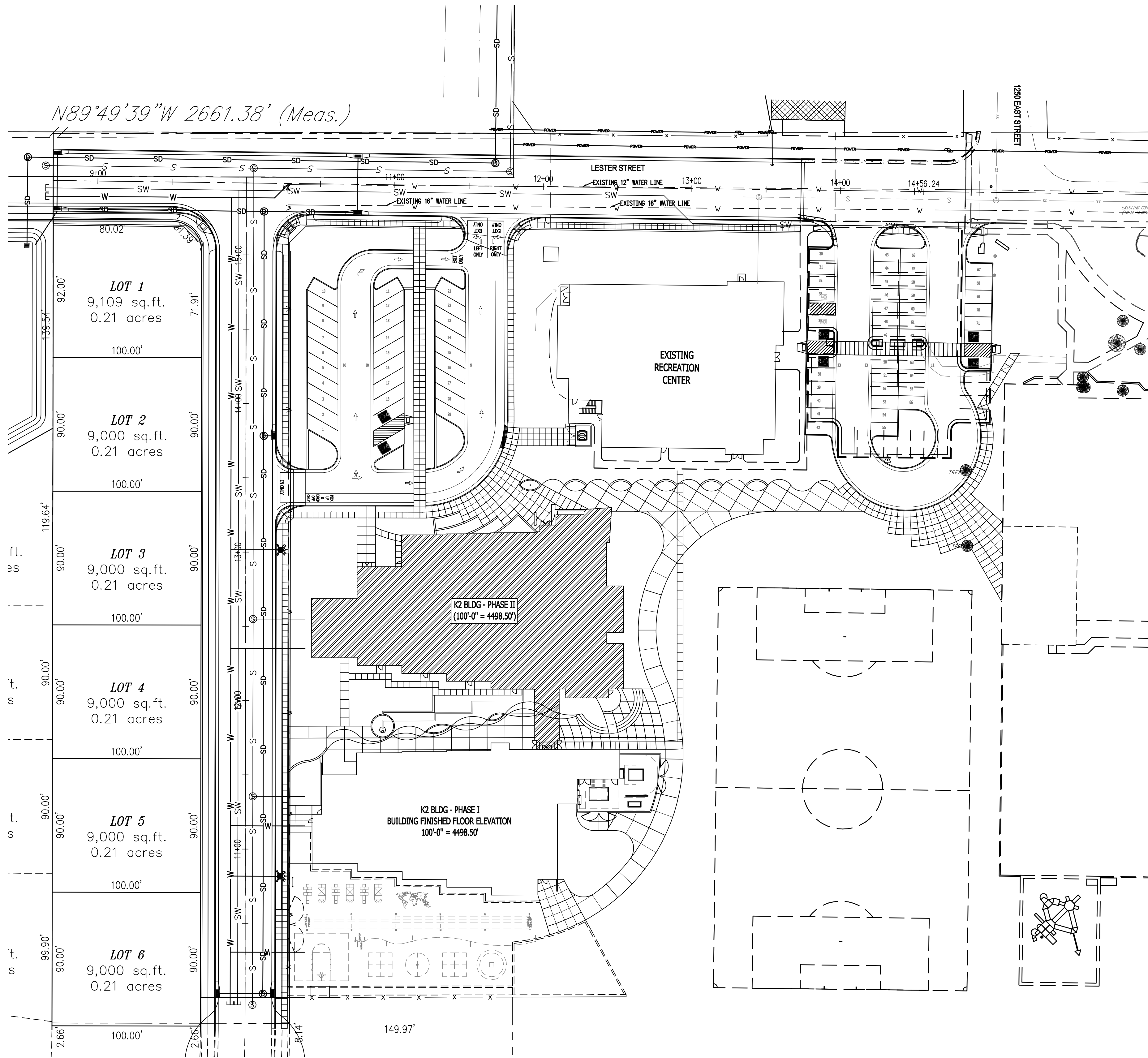
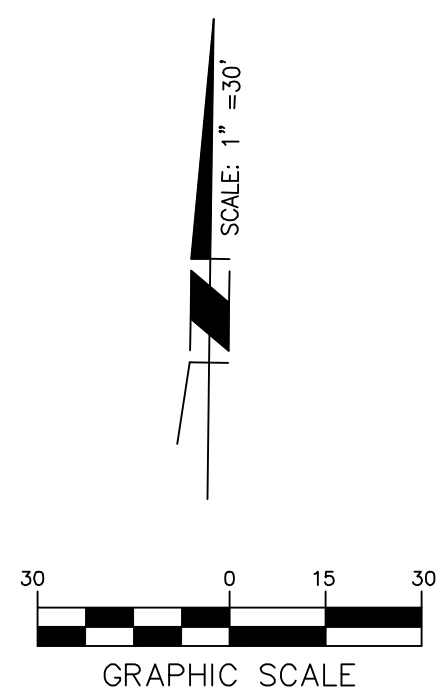
SHEET

Boundary Specialists

When Quality Matters

7950 South 860 West, Willard, Utah

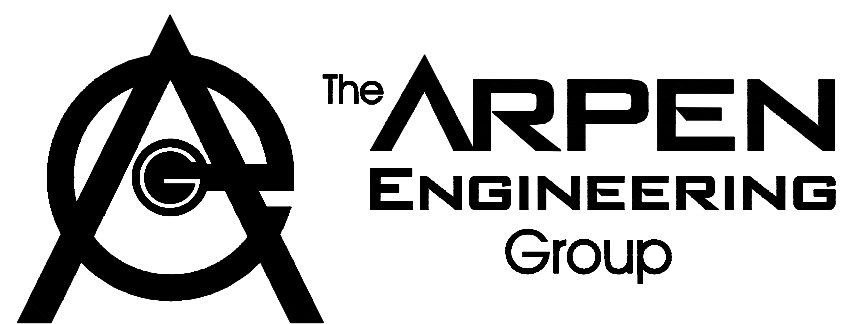
801-792-1569 435-7715 FAX



BLUE STAKES	NO.	DATE	DESCRIPTION	BY
				
Call: TOLL FREE				
1-800				
662-4111				
TWO WORKING DAYS BEFORE YOU DIG				

SANTIAGO LOAIZA R.C.E. 190593

DATE:



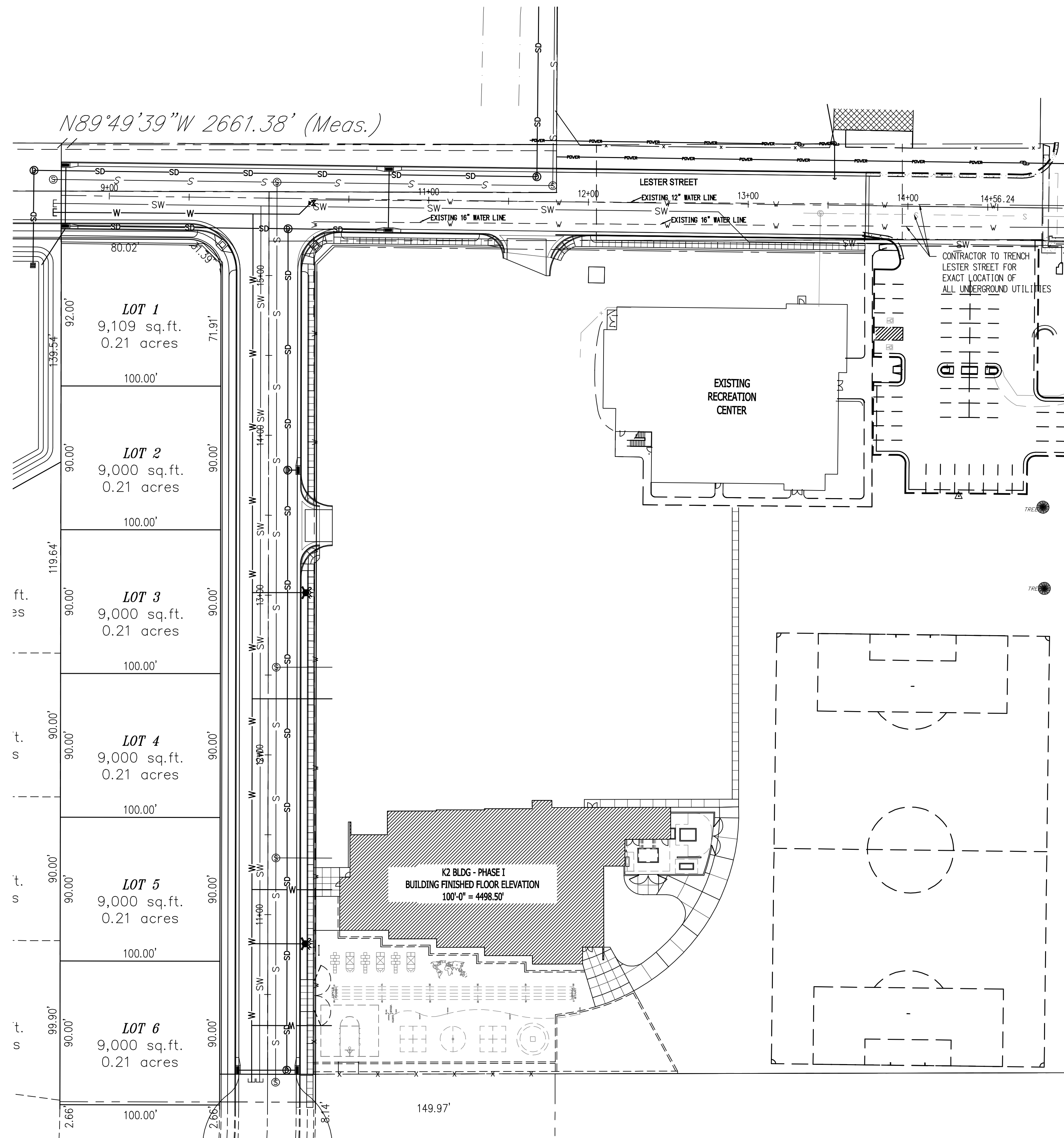
2285 South Main Street, Suite H
Salt Lake City, Utah 84115
(801) 974-0883
FAX (801) 974-0871

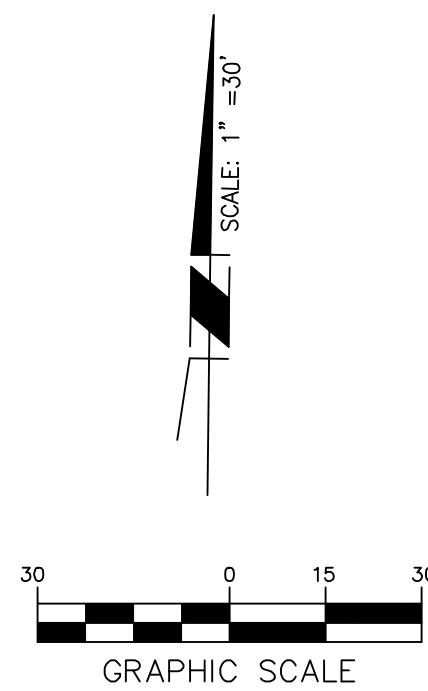
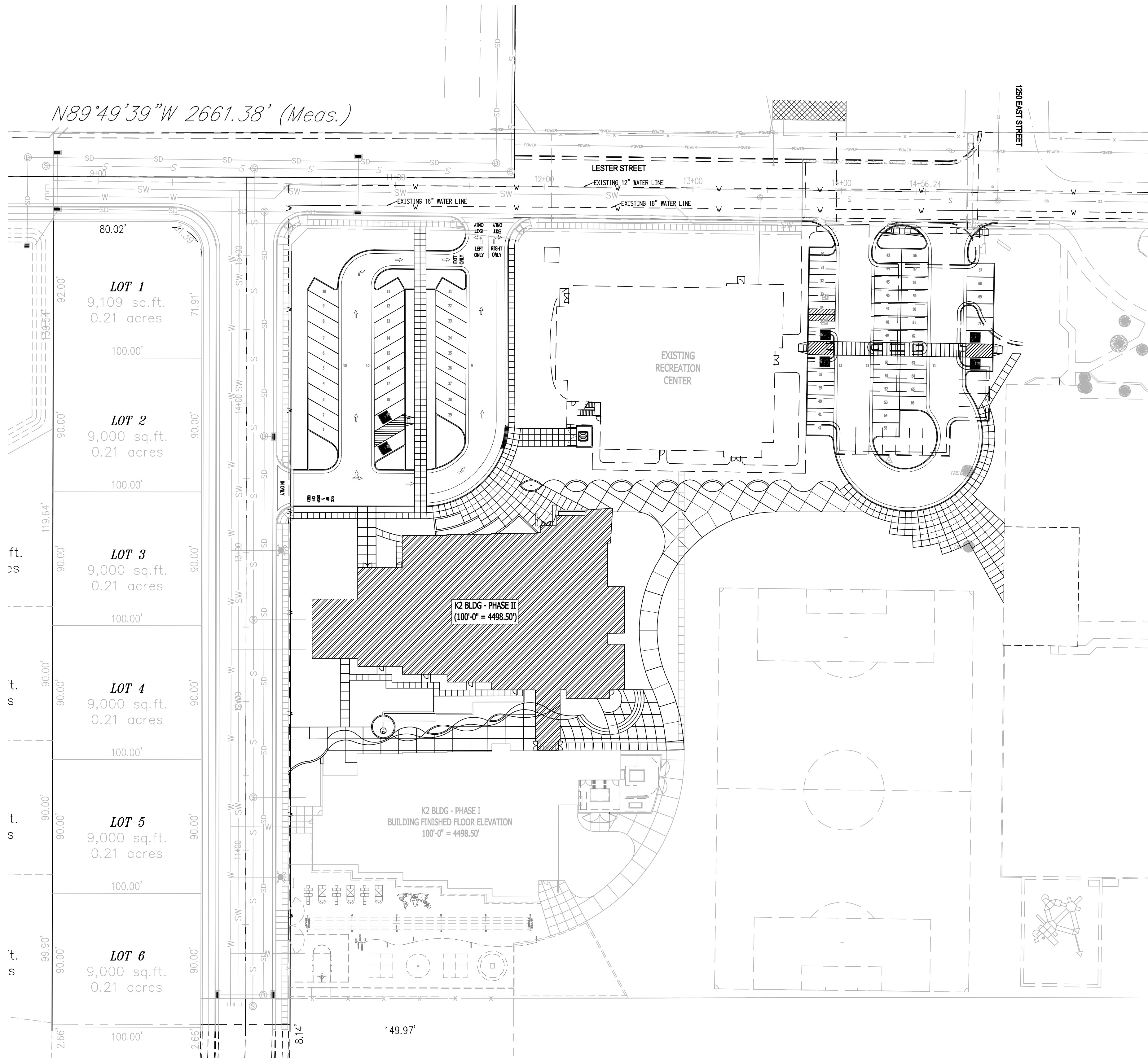
CIVIL ENGINEERING
DEVELOPMENT PLANNING
ENVIRONMENTAL STUDIES
SURVEYING
LAND CONSULTANTS

DRAWN BY:
BLB
DESIGNED BY:
BLB
CHECKED BY:
SL
DATE:
10/23/2008

IMPROVEMENT DRAWINGS
SOUTH WEBER ELEMENTARY
K2 EXPANSION-DAVIS COUNTY
OVERALL PROJECT

JOB No
0133
SHEET NO.
3 OF 3
DATE:
10/23/2008

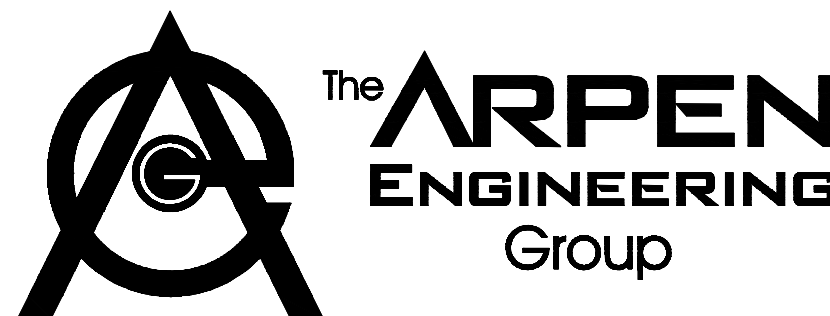




BLUE STAKES	NO.	DATE	DESCRIPTION	BY
Call: TOLL FREE				
1-800				
662-4111				
TWO WORKING DAYS BEFORE YOU DIG				

SANTIAGO LOAIZA R.C.E. 190593

DATE:



2285 South Main Street, Suite H
Salt Lake City, Utah 84115
(801) 974-0883
FAX (801) 974-0871

CIVIL ENGINEERING
DEVELOPMENT PLANNING
ENVIRONMENTAL STUDIES
SURVEYING
LAND CONSULTANTS

DRAWN BY:
BLB
DESIGNED BY:
BLB
CHECKED BY:
SL
DATE:
10/23/2008

IMPROVEMENT DRAWINGS
SOUTH WEBER ELEMENTARY
K2 EXPANSION-DAVIS COUNTY
PHASE 2


JOB No
0133
SHEET NO.
2 OF 3



CONSULTING ENGINEERS

MEMORANDUM

TO: South Weber City Planning Commission
Matthew J. Dixon – South Weber City Manager

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

CC: Barry Burton – South Weber City Planner
Mark B. Larsen – South Weber City Public Works Director
Emily Thomas – South Weber City Deputy Recorder
Santiago Loaiza, P.E. – Arpen Engineering (School District's Engineer)

RE: **SOUTH WEBER ELEMENTARY EXPANSION - PHASES 1 & 2**
Conditional Use Approval

Date: October 27, 2008

Our office has completed a review of the plans for the South Weber Elementary Expansion, Phases 1 & 2. I have read the review memos from Mark Larsen (City Public Works Director and Building Official) and Barry Burton (City Planner). I concur with everything stated in those memos.

We do not recommend approval at this time, due to the fact that the following issues have not been fully addressed.

1. As we understand, the utilities and street improvements needed for this expansion project are to be constructed with the development of Kap's property to the West (6 lots). However, at this time Kap's have not received any approval from the Planning Commission or City Council for their development. The City must have some assurance that the necessary public improvements will be installed. If the School District is not willing to accept responsibility for these improvements as a part of their project, then their project will have to wait until Kap's receive approval for their development and the required public improvements. Occupancy of the building in phase I cannot be granted until all the required public improvements are installed.
2. The City Planner is concerned about adequate parking being provided. As Lester Drive is constructed North of the Recreation Center, some additional parking could be provided in this location between the building and the roadway.

3. An Interlocal Agreement has been drafted by the School District to address the property needed from the City for their project. As long as the City agrees to the terms within this agreement, the property issue will be resolved. The City will deed the property to the School District in exchange for shared full use of the proposed parking lot (to be constructed in phase II) for patrons of the Recreation Center. The School District is agreeing to construct and maintain the parking lot.
4. A storm drain and sewer easement need to be provided between Lester Drive and South Weber Drive.
5. An easement will need to be provided for the 8" fire line going through the school's property. This will be a City owned and operated main. Therefore, an easement is required. I would recommend installing this main in a location that coincides with some type of surface structure or facility so that it can be easily found by the City if needed and the school grounds have little impact.
6. An easement for future storm drainage coming from the property South of the school's property needs to be incorporated in the School District's project or in Kap's future subdivision.



STAFF REPORT

TO: Matt Dixon & South Weber Sketch Plan Committee

FROM: Barry Burton, Planning

DATE: October 22, 2008

SUBJECT: Review of South Weber Elementary – K-2 Expansion

-
1. It appears the proposal is to build the building and very little in the way of site improvements. My biggest concern is for parking and pedestrian access. There is no parking proposed as part of Phase 1 of this project, yet there will be 25-30 additional employees plus the need for some visitor parking. To propose a project with no additional parking until a future phase is unreasonable and unacceptable. South Weber's Land Use Ordinance does not have a specific parking requirement listed for schools, but to have no parking seems to be very poor planning unless the applicant can convince the City that all employees, students and visitors will be conveyed to the school in some non-vehicular way. It appears that the applicant intends to take out parking at the Rec. Center and make that lot a drop-off site. This will create major traffic conflicts at certain times of the day and will limit the ability of patrons to get to the Rec. Center.
 2. The plans seem to show the proposed building extending onto City owned property. Has this been agreed upon with the City?
 3. Site pedestrian paths appear to be woefully inadequate. As I understand it, this satellite school can only operate in conjunction with the existing school since it does not include a cafeteria. If this is correct, then one 4' wide walk from the building to the Recreation Center, then following an existing route across the Rec. Center parking lot to the existing school is not sufficient.
 4. The plans show no improvements to either Lester Dr. or the new street on the west side of the new building except sidewalk. I see that the street is included in the Kap Subdivision, but what assurance do we have that the street improvements will be constructed? Without a recorded subdivision and a bond for those improvements, we can't let this school project proceed. Even if we do have a recorded plat and bond, the Kap Subdivision does not include that section of Lester Drive adjacent to the Rec. Center. Who is going to make those street improvements?
 5. This project is ill conceived as presented. It would work far better, however, if they reversed the proposed phases and built what they are proposing as Phase 2 first. This would at least solve the parking and internal pedestrian circulation problems.

K2 Building Phase 1

- Where will the storm water off Lester Drive go? This will need to be addressed in phase one if the road is completed past the FAC.
- Some students will be getting dropped on the west end of the building and there are six new lots on the east side of that road. I think we need more than a temporary turnaround.
- I think we need to address street lights at this time
- Water line and sewer line on new street will need to be sized by city engineer.
- Holding pond and storm drain piping need to be tied to phase one.
- If sewer and storm drain are going north I think the easements needs need to be taken care of. We would not let any other developer go on a maybe.
- Landscaping?
- Will cross walks need to be added to or moved
- Also I think it is a smoke and mirror game to have Kaps do the road. The school needs to take responsibility to get the road completed on time for there project! This way no finger pointing will go on if it is not completed when the school is ready to move in.

K2 Building Phase two

- Phase two has a lot of the same problems as phase one.
- Lighting in the parking lot needs to be addressed now or when it is constructed.
- Water and sewer need to be stubbed at this time.
- Will the cross walks need to be added to or moved?
- Landscaping?

SOUTH WEBER CITY COUNCIL

Staff Backup Report

Item No: **Resolution 08-48**

Date of City Council Meeting: **12 November 2008**

Short Title: **Poff Storm Drain Easement Agreement**

Initiated By: **Staff**

Scheduled Time: **6:55 p.m.**

RECOMMENDATION

Approve Resolution 08-48

BACKGROUND

In order to complete our storm drain plan for 475 East, staff designed the storm drain line be located in what will one day be the future road connecting 457 East with the properties behind Michael and Amy Poff. The Poff have been willing to allow the city to design and construct these storm drain improvements even though there is some uncertainty, given the current economy, as to if and when their property will be purchased for development.

For the most part this is a simple agreement. The reason it is before the council for approval is that the agreement obligates the city to purchase the easement from the Poffs on or before May 31, 2009. Since we have yet to agree on what the easement is worth the agreement allows us to move forward completing our storm drain project leaving the purchase price and payment to be determined at a later date, but no later than May 31.

Note that the city paid Boyer (property owner west of Poff) \$10 for his easement. Additionally, Roger Wynn (property owner west of Boyer) has not requested payment for use of his property even though the water will end up running onto his property. Both Boyer and Wynn were content with the understanding that by allowing the storm drain improvements across their properties it only helps insure that the future road will be constructed over the storm drain line. The difference, of course, is the fact that the easement on Poffs runs next to their home across their grass and back yard whereas Boyer and Wynn's runs in open agricultural properties – much less impact to existing use.

Upon approval, staff will be working to find a qualified professional to help determine a fair value for this easement.

RESOLUTION 08-48

STORM DRAIN EASEMENT AGREEMENT BETWEEN SOUTH WEBER CITY AND MICHAEL AND AMY POFF

WHEREAS, South Weber City has completed a storm drain master plan for the west end of the City, and

WHEREAS, the City has designed and planned for a storm drain line to be constructed over property that is planned to one day become a public street, and

WHEREAS, the future street and storm drain line runs across the property of Michael and Amy Poff, and

WHEREAS, the Poffs have agreed to allow the storm drain easement and improvements to be constructed on their property under certain conditions as set forth in the Storm Drain Easement Agreement, and

WHEREAS, the City Council has reviewed the terms and conditions of the Storm Drain Easement Agreement.

BE IT THEREFORE RESOLVED by the South Weber City Council that it is in the best interest of South Weber City to enter into the Storm Drain Easement Agreement with Michael and Amy Poff.

PASSED AND RESOLVED by the City Council of South Weber City this **12th** day of November 2008.

Brent V. Petersen, Mayor

Attest:

Erika J. Ahlstrom, City Recorder

STORM DRAIN EASEMENT AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2008, by and between SOUTH WEBER CITY, a Utah municipal corporation ("City") and MICHAEL AND AMY POFF, South Weber City property owners ("Poff"). City and Poff may be referred to collectively within this Agreement as "Parties".

RECITALS

Poff owns certain real property (the "Property") located at approximately 6591 South 475 East and as defined in Grant of Easement (Exhibit A) attached.

- A. City desires to construct certain storm drain improvements on Property.
- B. Poff agrees to convey to city an easement allowing City to construct storm drain improvements on Property but with certain conditions as set forth herein.
- C. City desires to accommodate Poff's requests and as such the Parties have agreed to the terms of this Agreement as set forth below.

THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties agree as follows:

1. Recitals. The RECITALS as set forth above are incorporated herein by this reference.

Agreement. Poff shall convey an easement to the City as attached hereto as "Exhibit A" allowing City to construct certain storm drain improvements on the Property. In exchange City shall pay Poff for the easement on or before May 31, 2009. The value of the easement shall be determined by an independent, qualified professional paid for by the city and as agreed to by both Parties. In the event that the Property is purchased for development on or before May 31, 2010 Poff agrees to reimburse the City for the cost of the independent, qualified professional's opinion and the purchase price for the easement less ten (10) dollars. In the event the Property is purchased for development prior to May 31, 2008 Poff agrees to sell easement to the City for ten (10) dollars. City agrees to cover all piping and structures on the Property with native fill and native fill shall be graded from structures and piping to existing grade. City agrees to repair and restore grass and irrigation lines that are removed or damaged as a result of the improvement project. City agrees to restore Poff's yard to a condition closely approximating its preconstruction condition. City agrees to level and clean Poff's north yard of all construction materials and equipment immediately upon completion of the improvement project. City further agrees to take all necessary precautions to not damage or otherwise cause harm to the two trees in Poff's front yard. Poff understands and agrees to allow City to remove the Poplar and Russian Olive trees located to the north and west of Poff's home as will be necessary to complete the improvement project.

2. Project. The project is scheduled to start immediately upon signing of this agreement and Grant of Easement by Poff. It is estimated the project shall be completed within sixty days from when it is commenced.
3. Indemnification. Should this Agreement or any portion thereof, be adjudicated as illegal or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, unless either party is deprived of the material benefit of their bargain. Furthermore, Boyer shall indemnify, defend and hold harmless the City from any claims, demands, damages, suits, fines, fees and costs of whatever kind or nature demanded and/or incurred by Boyer or any third-party with respect to the performance of this Agreement, the subject matter thereof, and the Project, including

any reliance or equitable damages, unless resulting solely from City's gross negligence or intentional misconduct.

4. Authorization. The Parties verify that they each are duly authorized by and through their undersigned representatives to execute and enter into this Agreement.
5. Jurisdiction. The laws of the state of Utah shall govern all disputes regarding this Agreement.
6. Default. Should either Party default in the performance of their obligations under this Agreement, or otherwise breach this Agreement, the non-breaching Party shall be entitled to recover from said breaching Party all attorneys fees and costs incurred in the defense or prosecution of this Agreement and/or the rights and obligations associated therewith.
7. Review. The Parties have sought and received legal advice and review with respect to this Agreement, or have otherwise decided not to seek such advice. As such, the Parties enter into this Agreement voluntarily and with a full understanding and knowledge of their respective rights and obligations.
8. Integrated Agreement. This Agreement is fully integrated and there are no other agreements, understandings, contracts, etc., between the Parties. Poff agrees that he is not relying, nor has the right to rely, upon any representations, agreements, understandings, etc., if any, which are not expressly stated within this Agreement.

SOUTH WEBER CITY

BY:

ITS:

MICHAEL POFF

AMY POFF

State of Utah)

)

County of Davis)

Subscribed and sworn to before me this ____ day of _____, ____.

Notary Public

Residing at:

My Commission Expires:

GRANT OF EASEMENT

WHEREAS, **Michael and Amy Poff**, hereinafter called the Grantors, owners and entitled to possession of real property situated in South Weber City, Davis County, Utah;

WHEREAS, **South Weber City Corporation**, a municipal corporation in the State of Utah, hereinafter called the Grantee, is desirous of obtaining an easement over and along a portion of said property, as more particularly hereinafter described; and

WHEREAS, the said Grantors are willing to grant and convey the same to the Grantee for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of \$10.00 to the Grantors paid by the Grantee, receipt of which is hereby acknowledged, said Grantors hereby conveys and grants to the Grantee, its successors, transferees and assigns, the easement hereinafter described to construct, reconstruct, repair, and maintain a storm drain pipeline complete with pipe, manholes, and drainage ditches in South Weber City, Utah; in, over, upon, across and through those portions of Grantor's land; a portion of Land Serial Number: 13-023-0022, and further described as follows (see Exhibit B - Parcel A):

A part of the Southeast Quarter of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

The centerline of a 20.00 foot wide easement 10.00 feet left and 10.00 feet right of the following described centerline:
Beginning at a point on the East property line of tax parcel 13-023-0022 located South 00°00'00" East 146.70 feet and North 90°00'00" West 234.00 feet and North 01°15'00" East 206.48 feet from the Southeast corner of said section 20; running thence North 89°10'22" West 143.30 feet; thence North 59°38'57" West 59.76 feet to the West property line of said tax parcel 13-023-0022 and the point of termination.

Grantors shall, subject to the Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but Grantor, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent buildings or structure upon the lands comprising the perpetual or permanent easement above described without Grantee's consent in writing first had and obtained.

Grantee by accepting this grant agrees to replace or repair, with materials of like kind and equal quality, any existing fences and grass sod damaged or destroyed in said construction, and will restore the surface as near as can be to its original condition within the easement area.

WITNESS THE HANDS of Grantors this _____ day of _____ 2008.

Michael Poff

Amy Poff

STATE OF UTAH)
 :ss
COUNTY OF DAVIS)

On the _____ day of _____ 2008, personally appeared
before me, _____, the signer of the foregoing instrument who duly acknowledged to me
that he / she executed the same.

Residing at: _____

My commission Expires _____

Notary Public

(Seal)

ACCEPTANCE:

South Weber City Corporation hereby accepts this grant of easement:

By: _____
Mayor Brent V. Petersen

Date: _____

Attest: _____
City Recorder

A PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH,
RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

LEGEND:

A PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH,
RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

THE CENTERLINE OF A 20.00 FOOT WIDE EASEMENT 10.00 FEET LEFT AND 10.00 FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING AT A POINT ON THE EAST PROPERTY LINE OF TAX PARCEL
13-006-0031 LOCATED SOUTH 00°00'00" EAST 146.70 FEET AND NORTH
90°00'00" WEST 234.00 FEET AND NORTH 01°15'00" EAST 206.48 FEET AND
NORTH 89°10'22" WEST 143.30 FEET AND NORTH 59°38'57" WEST 59.76 FEET
FROM THE SOUTHEAST CORNER OF SAID SECTION 20; RUNNING THENCE NORTH
59°38'57" WEST 261.39 FEET; THENCE NORTH 90°00'00" WEST 82.79 FEET TO
THE WEST LINE OF SAID TAX PARCEL 13-006-0031 AND THE POINT OF
TERMINATION.

PARCEL "B":

13-023-0109

13-023-0152

Shelli D. Stevenson
Illona R Stevenson
13-023-0007

Michael & Amy Poff
13-023-0022

Larry W. Birt &
Angela M. Birt
13-023-0006

Weber Basin Water
Conservancy District
13-006-0021

13-023-0020

—Southeast Corner Section 20,
T5N, R1W, S.L.B. & M. (Found
Brass Cap Monument 1941)



CONSULTING ENGINEERS

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

SOUTH WEBER CITY CORPORATION
475 EAST RECONSTRUCTION PROJECT

EXHIBIT B - PARCEL A

SHEET:

1

OF 1 SHEETS

2

SOUTH WEBER CITY COUNCIL

Staff Backup Report

Item No: **Purchase Order #1336**

Date of City Council Meeting: **12 November 2008**

Title: **\$3,840.30 Interwest for Snow Plow Blades**

Initiated By: **Public Works Director**

Scheduled Time: **7:00 p.m.**

RECOMMENDATION

Approve Purchase Order #1336.

BACKGROUND

In preparation for the upcoming snow plow season, new plow blades are needed for all the trucks. This purchase order covers the cost of two blades for each truck; the blades need to be switched out mid-season. This is standard procedure every year and is included in the budget. Three bids were received, with Interwest coming in with the lowest bid at \$3,840.30.

SOUTH WEBER CITY

(A Municipal Corporation of the State of Utah)

Miscellaneous
Purchase Order

1336

TO: (Company/Person): *Interwest*

DESCRIPTION OF ITEM(S): *Snow plow blades*

PURCHASE AUTHORIZED BY: <i>(Signature)</i>	PURCHASE MADE BY: <i>Mark</i>	Date: <i>10-29-08</i>
REMIT INVOICE TO: South Weber City Accounts Payable 1600 East South Weber Drive South Weber, Utah 84405 Phone: 1-801-479-3177 Fax: 1-801-479-0066	South Weber City is a Tax Exempt Entity - D #66926	Amount of Order: <i>3840.30</i>
	General Ledger Budget Amount: \$ <i>30,000.00</i>	Department to Charge to: <i>Snow plow</i>
	Current Balance: \$ <i>30,000.00</i>	General Ledger Account Number: <i>10-61-411.</i>

Mark Bids for the Blades

QUOTATION

Interwest Supply Company, Inc.

330 South Redwood Road
Salt Lake City, UT 84104
(801)973-9995 or (888)254-3455



Quoted to:

SOUTH WEBER CITY
ATTN: ROB
1600 EAST SOUTH WEBER DRIVE
SOUTH WEBER CITY UT 84405

Date Quoted:

OCT 20 2008

Quoted by:

BOYD PHILLIPS

Estimated Delivery Date:

OCT 31 2008

Ship via:

ISC TRUCK

F.O.B.:

MINESITE

Terms:

Net-30 Days

Customer Phone:

801 628-6393

Customer Fax:

801 479-0066

Qty	Part Number	Description	Price	Extension
SNOW PLOW BLADES				
8	1759083	31-1/2" SCHMIDT CARBIDE PLOW BLADE	185.75	1,486.00
8	83-137	31-1/2" 1084 SCHMIDT COVER BLADE	71.00	568.00
32	4F3658	5/8"X3" PLOW BOLT	0.80	25.60
32	4K0367	5/8" NUT	0.40	12.80
2	PB248	KENNELMETAL 4' CARBIDE PLOW BLADE	252.50	505.00
4	PB236	KENNELMETAL 3' CARBIDE PLOW BLADE	189.50	758.00
2	6544-1000	10' COVER BLADE 1084 5/8X6	155.75	311.50
24	4F3658	5/8"X3" PLOW BOLT	0.80	19.20
24	4K0367	5/8" NUT	0.40	9.60
1	99-2224-1	7-1/2" WESTERN PLOW BLADE 1084 5/8X6	135.80	135.80
8	4F3649	1/2"X2" PLOW BOLT	0.75	6.00
8	2J3504	1/2" NUT	0.35	2.80

Total Quote \$ 3,840.30

We are pleased to submit the above quotation for your consideration. Should you Place an order be assured it will receive our prompt attention. This Quotation is valid for 30 days. Thereafter it is subjected to change without notice.

Authorized Signature: _____

20-Oct-08

HOLLAND EQUIPMENT COMPANY



2870 WEST 2100 SOUTH
SALT LAKE CITY, UT 84119

PHONE: (801) 972-1601
FAX: (801) 972-6730
www.hollandeq.com

Estimate

Date	Estimate #
10/22/2008	347-KYLE

Name / Address
SOUTH WEBER CITY 7355 SOUTH 1375 EAST SOUTH WEBER UT 84405

Item	Description	Qty	Cost	Total
CPL136	3/4"6"X31-1/2"CARBIDE PLOW BLADE	8	217.50	1,740.00
A-34832OB58	BLADE, 3/4" X 8" X 31-1/2", 5/8" HOLES	8	69.30	554.40
583PB	5/8" X 3" PLOW BOLT 4F3658 GRADE 8	32	1.39	44.48
58NT	5/8" GR 8 NUT 4K0367	32	0.62	19.84
CPL148	3/4"X6"X48" CARBIDE PLOW BLADE	2	290.00	580.00
CPL136	3/4"6"X36"CARBIDE PLOW BLADE	4	217.50	870.00
34660	BLADE 3/4 X 6 X 60 STD PLOW BLADE (OR 2 10' BLADES)	4	103.50	414.00
583PB	5/8" X 3" PLOW BOLT 4F3658 GRADE 8	24	1.39	33.36
58NT	5/8" GR 8 NUT 4K0367	24	0.62	14.88
34690W	BLADE 3/4 x 6 x 90 (7-1/2 FT) WESTERN	1	155.25	155.25
122PB	1/2" X 2" PLOW BOLT GR. 8 #204138	8	0.69	5.52
12SNT	1/2" STOVER LOCK NUT	8	0.40	3.20
ATTN: ROB WE APPRECIATE THE OPPORTUNITY TO QUOTE SOUTH WEBER!!				
			Total	\$4,434.93

Customer Signature _____



www.agtruck.com

Truck Mounted Utility, Service & Municipal Equipment

1220 S. Legacy View St. • P.O. Box 27755 • Salt Lake City, Utah 84127 • 801-975-0400 Fax 801-975-7587

Rob

Here's your quote

u
Thumb

SNOW PLOW BLADES				
329 ²⁰	8	1759083	31-1/2" SCHMIDT CARBIDE PLOW BLADE	4 Bolt 2433 ⁶⁰
81 ²²	8	83-137	31-1/2" 1084 SCHMIDT COVER BLADE	649 ⁷⁶
190	32	4F3658	5/8"x3" PLOW BOLT	40 ⁸⁰
.65	32	4K0367	5/8" NUT	20 ⁸⁰
521 ¹⁵	2	PB248	KENNEMETAL 4' CARBIDE PLOW BLADE	1,042 ³⁰
390 ⁸⁰	4	PB236	KENNEMETAL 3' CARBIDE PLOW BLADE	1,563 ⁴⁴
280 ⁰⁰	2	6544-1000	10' COVER BLADE 1084 5/8X8 WESTERN	560 ⁰⁰
190	24	4F3658	5/8"x3" PLOW BOLT	45 ⁶⁰
.65	24	4K0367	5/8" NUT	15 ⁶⁰
	1	99-2224-1	7-1/2" WESTERN PLOW BLADE 1084 5/8X6	
.79	8	4F3649	1/2"x2" PLOW BOLT	63 ²
.33	8	2J3504	1/2" NUT	26 ⁴
* No price				
521 ¹⁵ X 2				
				6,600 ⁸⁰
				1042 ³⁰
				\$ 7,643 ¹⁶