

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, 27 OCTOBER 2009** at the City Council Chambers, 1600 E South Weber Dr, South Weber, UT commencing at **6:00 p.m.**

5:00 p.m. DISCUSSION: DEVELOPMENT AGREEMENT WITH GENEVA GRAVEL PIT

COUNCIL MEETING:

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

PRAYER: COUNCILMEMBER THOMAS

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. 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 29 SEPTEMBER 2009 COUNCIL WORK MEETING MINUTES
- ◆ APPROVAL OF 13 OCTOBER 2009 COUNCIL MEETING MINUTES
- ◆ WARRANT REGISTER

6:10 p.m. YOUTH CITY COUNCIL 2009-2010

- OATH OF OFFICE – Administered By Erika Ahlstrom, City Recorder
- QUARTERLY REPORT

6:20 p.m. QUARTERLY REPORTS:

- ◆ DAVIS COUNTY SHERIFF'S DEPT – *Detective Jon West*
- ◆ FIRE DEPT – *Tom Graydon, Fire Chief*
- ◆ PUBLIC WORKS DEPT/CODE ENFORCEMENT – *Mark Larsen, Public Works Director*
- ◆ RECREATION DEPT – *Joe Cravens, Recreation Director*

6:40 p.m. REPORT BY STAKER PARSONS GRAVEL PIT

7:00 p.m. PURCHASE ORDER #1595: \$2,712.23 IRON GATE GRILL FOR 2009 CITY DINNER

7:05 p.m. 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, FAXED 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: October 23, 2009

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 (801-479-3177) 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.

RECORDING REQUESTED
BY AND RETURN TO:

Marty Banks
Stoel Rives LLP
201 South Main, #1100
Salt Lake City, UT 84111

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into by and among **Geneva Rock Products, Inc.** ("Developer") and **South Weber City**, a municipal corporation of the State of Utah, by and through its City Council and Mayor (the "City"). This Development Agreement shall be effective as of the last date executed below.

RECITALS^[A1]

A. Developer is the owner of approximately 125 acres of land and appurtenant real property rights located in South Weber City, Utah (the "Property"). The Property consists of a northern parcel ("Northern Parcel") and the southern parcel ("Southern Parcel"). The general configuration of the Property and the individual Parcels are shown at Exhibit A, and the legal descriptions are shown at Exhibit B.

B. A sand and gravel aggregate pit has been operated on the Property since approximately 1930. Prior to 1979, the Property was zoned under the Gravel Excavation (G-1) zone. In 1979 the City's zoning ordinance was amended, and the Property became zoned under the Natural Resource (N-R) zone.

C. Developer has operated the South Weber Pit since 1991.

D. Developer has conducted its aggregate operations on both the Northern and Southern Parcels (the "South Weber Pit").

E. Developer's operations at the South Weber Pit consist of (1) the extraction of aggregate ("Extraction"), (2) the screening, crushing and blending of on-site extracted aggregate ("Processing of On-Site Aggregate"), and (3) the screening, crushing, blending and/or recycling of hauled-in aggregate, asphalt or concrete ("Processing of Hauled-In Material")(collectively, the "Operations").

F. Developer operates the South Weber Pit under various governmental regulations and permits. More specifically, Developer has committed to abide by specific orders and plans with respect to its Operations, *i.e.*, the Utah Division of Air Quality's ("UDAQ") Approval Order, attached as Exhibit C (or subsequently approved Approval Orders), a Fugitive Dust Control Plan ("FDCP"), attached as Exhibit D, and the previously submitted **Reclamation Plan**^[A2].

G. This Development Agreement is intended to incorporate the Developer's Approval Order (and subsequently approved Approval Orders), FDCP and Reclamation Plan, which provide detailed requirements and obligations regarding the Operations, dust control, reclamation and other relevant matters.

H. The parties desire to enter into this Development Agreement to clarify and govern certain aspects of the ongoing Operations at the South Weber Pit.

I. Developer

1. The startup of the operations at the South Weber Pit preceded both the formation of South Weber City and the creation of its zoning ordinances. As a result, Developer retains a grandfathered right to continue its Operations at the South Weber Pit.

2. Developer desires to continue its Operations on the Southern Parcel for up to 40 more years and on the Northern Parcel for approximately one more year.

3. Approximately one year after the effective date of this Development Agreement, Developer is willing to cease its Operations at the Northern Parcel and to convey the Northern Parcel to the City.

J. The City

1. The City has developed and approved a ~~Comprehensive Plan~~ *General Plan*.

2. The City has encouraged Developer to employ innovative land planning concepts within the Property in order to preserve sensitive lands, create adequate landscape buffers and implement dust mitigation to the existing and future Operations, and create an aesthetically pleasing entry-way corridor into the City in furtherance of the goals of the ~~Comprehensive Plan~~ *General Plan*.

3. The City is willing to allow Developer to continue its Operations as it has in the past without threat of future zoning restrictions or other impediments or interruptions. In return the City desires that Developer discontinue its Operations at the Northern Parcel after approximately one more year, and then transfer ownership of the Northern Parcel to the City.

K. The City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, et seq., the City ordinances and the ~~Comprehensive Plan~~ *General Plan*, ~~has~~ *have* made certain determinations with respect to the Property, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement after all necessary public hearings.

AGREEMENT

NOW THEREFORE, in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

A. ACKNOWLEDGEMENT OF RECITALS

1. The recitals set forth above are true and correct expressions of the acts and/or the intent of the parties hereto.

B. PURPOSE

1. The general purpose of this Development Agreement is as follows:

- a. Define and describe the historical and current uses of the Property;
- b. Confirm the agreed future uses of the Property;
- c. Confirm the agreed continued Operations at the Southern Parcel.
- d. Establish the duration of the continued Operations at the Northern Parcel, and the subsequent terms and conditions of the transfer of the Northern Parcel from Developer to the City.

C. THE PROJECT

1. Description of the Project. The Property_[A3] covered by this Development Agreement consists of approximately 125 acres of land located east of SR 89 in South Weber City, located in Davis County. Developer's Operations on the Property have included Extraction, Processing of On-Site Aggregate and Processing of Hauled-In Material. Developer intends to continue its ongoing Operations of the South Weber Pit in the same manner its has historically operated.

2. Extent of the Property. The configuration of the Property is shown on Exhibit A, and a legal description is set forth in Exhibit B. Unless expressly set forth herein, this Development Agreement shall not affect any land other than the Property.

3. Approval of Continued Use. This Development Agreement shall approve the continued use and configuration of the South Weber Pit subject to compliance with all of the terms, conditions and requirements of this Development Agreement, including the Approval Order (or subsequently approved Approval Orders), the FDCP and the Reclamation Plan, which are incorporated herein by this reference and shall be binding upon all parties hereto. Specifically, quantities of aggregate extracted and materials processed will not exceed the limits established by UDAQ.

4. Duration of Operations. Developer plans to continue its Operations at the Southern Parcel for up to 40 more years. There is no prior phasing [A4]down required for the Operations of the Southern Parcel.

Developer plans to continue its Operations at the Northern Parcel for approximately one year after the effective date of this Development Agreement, and plans to then transfer ownership of the Northern Parcel to the City.

5. Subsequent Transfer of Northern Parcel from Developer to the City. Approximately one year after the effective date of this Development Agreement, Developer will transfer all interests, rights and control of the Northern Parcel to the City. Notwithstanding such transfer, Developer will, if not already completed, complete all reclamation required under the Reclamation Plan. Upon transfer of the Northern Parcel, Developer shall automatically be released from all obligations and liabilities under this Development Agreement, and the City agrees to look solely to such transferee for compliance with the obligations set forth in this Development Agreement and any other applicable laws or regulations after the transfer.

6. Approval Order. The South Weber Pit is subject to multiple governmental regulations, including the Federal regulations of the Clean Air Act, and under the Administrative Rules of the Utah Division of Air Quality. These conditions and limitations are specified through an approval Order issued by UDAQ. These conditions and limits determine maximum annual production, opacity, and dust control measures.

7. Fugitive Dust Control Regulations. As required by the Approval Order, Developer has prepared a FDCP that has been submitted to and approved by UDAQ, attached as Exhibit D. The control measures consist primarily of sweeping, flushing and wet suppression systems, which may include, depending on needs and circumstances, sprinklers, spray bars and water trucks, or any combination thereof. For the purposes of this Development Agreement, operating in accordance with the conditions of the FDCP constitutes compliance with the City's Fugitive Dust Control Ordinances.

8. Gravel Pit Reclamation. Developer and the City recognize the anticipated need for reclamation at the South Weber Pit. Therefore, Developer has previously prepared and submitted a Reclamation Plan. Developer shall comply with all provisions of the Reclamation Plan. Reclamation shall be performed to include grading, stabilization, erosion control, seeding, and dust control measures as defined in the Reclamation Plan. Indeed, some areas of the South Weber Pit have already begun to be reclaimed.

D. **HISTORICAL USE**

1. Grandfathered Historical Uses. The historical Operations at the South Weber Pit predate the enactment of the South Weber City zoning ordinances. Developer's Operations are, therefore, considered "grandfathered," thereby allowing the Operations to continue, independent of any zoning changes, while operating within the applicable requirements set forth in various state and federal regulations.

E. VESTED RIGHTS

1. Vested Rights for Developer and the South Weber Pit. Subject to compliance with the other terms and provisions of this Development Agreement, Developer shall have the vested rights to continue its Operations at the South Weber Pit for the periods specified in paragraph C above.

2. No Subsequent Action Limiting Uses or Rights. No future modifications of the City's Ordinances, including its zoning provisions, or adoption of any ordinance, code, regulation, or other action that purports to limit Developer's current Operations or vested rights shall apply to the Property; nor shall any such modification or adoption modify the rights held by Developer.^[A5]

3. Election to Use According to Subsequently Adopted Zoning Ordinances: Notwithstanding anything herein to the contrary, Developer may, at any time during the term of this Development Agreement, elect to site on the Property land uses allowed by the zoning ordinance existing at the time of execution of this Development Agreement or the zoning ordinance as amended during this Development Agreement.

F. PROCESSES

1. Approval of Additional Development and Final Construction Documents. In conjunction with any building or other development permit not otherwise approved pursuant to this Development Agreement, the Developer shall submit all applicable applications, construction drawings and other necessary information in accordance with the requirements of the land use regulations of the City, and such approvals shall not be unreasonably withheld.

2. Conflict. The City has reviewed the City's ordinances and ~~Comprehensive Plan~~ *General Plan* and has determined that the Developer has substantially complied with the provisions thereof and hereby finds that this Development Agreement is consistent with the purpose and intent of the relevant provisions of the City's ordinances and ~~Comprehensive Plan~~ *General Plan*. The parties further agree that the omission of a limitation or restriction herein shall not relieve the Developer of the necessity of complying with all applicable City ordinances not in conflict with the provisions of this Development Agreement, along with all applicable state and federal laws.

G. SUCCESSORS AND ASSIGNS

1. Binding Effect. This Development Agreement shall be binding on the successors and assigns of Developer in the ownership or operation of the South Weber Pit. Notwithstanding the foregoing, a purchaser of the Property or any portion thereof shall be responsible for performance of Developer's obligations hereunder.

2. Transfer of the Property. Developer, as well as Developer's successors and assigns, shall be entitled to transfer any portion of the Property, subject to the terms of this Development Agreement.

3. Release of Developer. In the event of a transfer of all or a portion of the Property, the Developer shall obtain an assumption by the transferee of the Developer's obligations under this Development Agreement, and, in such event, the transferee shall be fully substituted as the Developer under this Development Agreement as to the portion(s) so transferred, and the Developer executing this Development Agreement shall be released from any further obligation with respect to this Development Agreement as to the portion(s) so transferred.

H. GENERAL TERMS AND CONDITIONS

1. Agreement to Run with the Land. This Development Agreement shall be recorded against the Property as described in Exhibit B. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property. As used herein, Developer shall include the parties signing this Development Agreement and identified as "Developer," and all successor owners of any part of the Property.

2. Construction of Agreement. This Development Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest; while providing reasonable assurances of continued grandfathered uses and vested development rights under this Development Agreement.

3. Incorporation of Exhibits. All recitals and exhibits to this Development Agreement are incorporated by reference into this Development Agreement.

4. Duration. The term of this Development Agreement shall commence on, and the effective date of this Development Agreement shall be, the effective date of this Development Agreement. The term of this Development Agreement shall be the duration of Operations at any part of the South Weber Pit.

5. Entire Agreement. This Development Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Development Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Development Agreement.

6. Notices. Any notice, confirmation or other communication hereunder (each, a "notice") shall be given in writing by certified mail, postage prepaid, or personally or by nationally-recognized overnight courier, or by facsimile to the following facsimile numbers provided the transmitting facsimile machine shall automatically prepare a confirmation of successful facsimile transmission or to such other addresses, such other facsimile numbers, or the attention of such other person as either party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, one (1) business day following deposit with a reputable overnight courier

that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above. The following addresses and or contact information shall be used:

To the City:

City Manager
1600 East South Weber Drive
South Weber, Utah 84405
Facsimile: (801) 479-0066

With a copy to:

~~Jody K Burnett
Williams & Hunt
257 E. 200 S., Suite 500
P. O. Box 45678
Salt Lake City, Utah 84145-5678
Facsimile: (801) 364-4500
Stephen Noel
Smith Knowles
4723 Harrison Blvd. #200
Ogden, Utah 84403~~

To Developer:

GENEVA ROCK PRODUCTS, INC.
Attn: Carl C. Clyde
1565 West 400 North
Orem, Utah 84057
Phone: (801) 765-7800

With a copy to:

Martin K. Banks
Stoel Rives
201 South Main Street
Suite 1100
Salt Lake City, Utah 84111

7. Applicable Law. This Development Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

8. Enforcement ^[A6] and Remedies for Breach. If Developer or the City determines that the other party is in breach of this Development Agreement, the non-breaching party may bring an action to (1) enforce compliance with this Development Agreement, (2) recover any damages to which the non-breaching party may be entitled for breach of this

Agreement, or (3) enjoin the breach by temporary or permanent injunction, or for other equitable relief. In the event any party brings an action with respect to this Development Agreement against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

9. Execution of Agreement. This Development Agreement may be executed in multiple counterparts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

10. Savings Clause. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Development Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

11. Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

12. Recordation of Agreement. This Agreement may be recorded by either party with the Davis County Recorder.

I. FINDINGS

1. The City Council, acting in its legislative capacity, has made the determinations with respect to this Development Agreement, as set forth in this Article I, including all findings of fact and conclusions of law as are necessary.

2. Following a lawfully advertised public hearing, this Development Agreement received a recommendation for approval by action of the Planning Commission taken on _____, 2009. The City Council held a lawfully advertised public hearing on _____, 2009, and during that public meeting, approved this Development Agreement under the process and procedures set forth in the City's ordinances and ~~Comprehensive Plan~~ *General Plan*. The terms and conditions of approval are incorporated fully into this Development Agreement. In making such approval, the City Council made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation adopted with any modifications, as reflected in the minutes of the above-referenced public meetings, and as reflected by the other enumerated findings herein.

3. This Development Agreement provides substantial, tangible benefits to the general public of South Weber City.

4. Developer has committed to comply with all applicable requirements of the City ordinances, and all applicable criteria and standards described in this Development Agreement.

5. There exist adequate provisions for mitigation of all fiscal and service impacts on the general public.

6. It is not anticipated that there will be any construction management impacts that are unacceptable to the City.

7. The operation of the South Weber Pit reasonably assures that life and property within the City are protected from any material adverse impact of its operation.

8. Developer shall take appropriate measures as identified in this Development Agreement and the applicable City ordinances to prevent harm to neighboring properties and lands from Operations, including nuisances.

9. Resolution of Historical Nonconforming Use and Vested Rights Claims. The City Council acting pursuant to its authority under Utah Code Ann. § 10-9-101, et. seq., as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that, consistent with Paragraphs D and E above, this Development Agreement resolves any historical nonconforming uses or vested rights claims associated with the use of the Property.

IN WITNESS WHEREOF, this Development Agreement has been executed by South Weber City, acting by and through the City Council and its Mayor, pursuant to Resolution # _____, authorizing such execution, and by duly authorized representatives of Developer.

SOUTH WEBER CITY

By _____

Its _____

GENEVA ROCK PRODUCTS, INC.

By _____

Its _____

EXHIBIT A

PROPERTY AND PARCEL CONFIGURATIONS

EXHIBIT B

LEGAL DESCRIPTIONS

EXHIBIT C

UTAH DIVISION OF AIR QUALITY APPROVAL ORDER

ABSTRACT

Geneva Rock Products' sand and gravel operation at the South Weber pit is located in Davis County. Davis County is a maintenance area of the NAAQS for ozone. NSPS, Subpart OOO (Standards of Performance for Nonmetallic Mineral Processing Plants) apply to this source. Title V of the 1990 Clean Air Act applies to this source. Geneva Rock Products (South Weber pit) is a Title V Area Source. There will be no change in potential emissions. The potential to emit total emissions, in tons per year, will remain as follows: PM₁₀ = 8.67, NO_x = 19.91, SO₂ = 1.80, CO = 7.75, VOC = 1.80 and HAPs = 0.37.

SOURCE SPECIFIC DESIGNATIONS

Nonattainment or Maintenance Areas Impacted: Davis County O3 Maintenance Area

Applicable Programs:

NSPS (Part 60), Subpart A: General Provisions applies to South Weber Pit NSPS (Part 60), Subpart OOO: Nonmetallic Mineral Processing Plnts applies to Associated Conveyors Belt, Feeders, Stackers NSPS (Part 60), Subpart OOO: Nonmetallic Mineral Processing Plnts applies to One (1) 45" Fine Head Cone Crusher NSPS (Part 60), Subpart OOO: Nonmetallic Mineral Processing Plnts applies to One (1) 5' x 16' Triple Deck Screen NSPS (Part 60), Subpart OOO: Nonmetallic Mineral Processing Plnts applies to One (1) Crusher/Screen Combination Unit NSPS (Part 60), Subpart OOO: Nonmetallic Mineral Processing Plnts applies to One (1) Grizzly NSPS (Part 60), Subpart OOO: Nonmetallic Mineral Processing Plnts applies to One (1) Portac Jaw Crusher NSPS (Part 60), Subpart OOO: Nonmetallic Mineral Processing Plnts applies to One (1) Texas Crusher System Nonattainment or Maintenance Area, Subpart Davis County O3 Maintenance Area applies to South Weber Pit

Emissions Summary:

The emissions listed below are an estimate of the total potential emissions from the source. Some rounding of emissions is possible. All values given are in tons per year.

Estimated Criteria Pollutant Potential Emissions Carbon Monoxide 7.75 tons/yr Nitrogen Oxides 19.91 tons/yr Particulate Matter -PM₁₀ 8.67 tons/yr Sulfur Dioxide 1.80 tons/yr Volatile Organic Compounds 1.80 tons/yr Estimated Hazardous Air Pollutant Potential Emissions Total hazardous air pollutants 0.37 tons/yr

Permitted Location:

Geneva Rock Products, Inc.
Geneva Rock Products:
South Weber Pit 1565 West 400 North Mouth of Weber Canyon on Highway 89
P.O. Box 538 South Weber, UT Orem, UT 84057

UTM coordinates: 423,700 m Easting, 4,553,800 m Northing

SIC code: 1429 (Stone, Crushed & Broken, NEC)

Section I: GENERAL PROVISIONS

- I.1 All definitions, terms, abbreviations, and references used in this AO conform to those used in the UAC R307 and 40 CFR. Unless noted otherwise, references cited in these AO conditions refer to those rules. [R307-101]
- I.2 The limits set forth in this AO shall not be exceeded without prior approval. [R307-401]
- I.3 Modifications to the equipment or processes approved by this AO that could affect the emissions covered by this AO must be reviewed and approved. [R307-401-1]
- I.4 All records referenced in this AO or in other applicable rules, which are required to be kept by the owner/operator, shall be made available to the Executive Secretary or Executive Secretary's representative upon request, and the records shall include the two-year period prior to the date of the request. Unless otherwise specified in this AO or in other applicable state and federal rules, records shall be kept for a minimum of two (2) years. [R307-401]
- I.5 At all times, including periods of startup, shutdown, and malfunction, owners and operators shall, to the extent practicable, maintain and operate any equipment approved under this AO, including associated air pollution control equipment, in a manner consistent with good air pollution control practice for minimizing emissions. Determination of whether acceptable operating and maintenance procedures are being used will be based on information available to the Executive Secretary which may include, but is not limited to, monitoring results, opacity observations, review of operating and maintenance procedures, and inspection of the source. All maintenance performed on equipment authorized by this AO shall be recorded. [R307-401-4]
- I.6 The owner/operator shall comply with R307-150 Series. Inventories, Testing and Monitoring. [R307-150]
- I.7 The owner/operator shall comply with UAC R307-107. General Requirements: Unavoidable Breakdowns. [R307-107]

Section II: SPECIAL PROVISIONS

II.A The approved installations shall consist of the following equipment:

- II.A.1 **South Weber Pit**
- II.A.2 **One (1) Crushing Plant** includes: One (1) Crusher/Screen Combination Unit, One (1) Texas Crusher System, One (1) 45" Fine Head Cone Crusher, One (1) Crushing Plant Diesel Generator, Various Diesel Storage Tanks (10,000 gallons), One (1) Portac Jaw Crusher
- II.A.3 **One (1) 45" Fine Head Cone Crusher**
- II.A.4 **One (1) Crusher/Screen Combination Unit** 54" Cone Crusher 6' x 16' Triple Deck Screen
- II.A.5 **One (1) Crusher/Screen Combination Unit** El Jay 54" Cone Crusher 6' x 16' Screen Decks
- II.A.6 **One (1) Portac Jaw Crusher**
- II.A.7 **One (1) Texas Crusher System** Crusher Type: Vertical Shaft Impactor
- II.A.8 **One (1) Crusher/Screen Combination Unit** REMCO VSI Crusher 6' x 20' Screen Plant
- II.A.9 **One (1) Crushing Plant Diesel Generator**
- II.A.10 **Various Diesel Storage Tanks (10,000 gallons)** listed for informational purposes only
- II.A.11 **One (1) Wash Plant** includes: One (1) 5' x 16' Triple Deck Screen, Various Diesel Storage Tank (2 x 500 gallons each), One (1) Grizzly, One (1) Wash Plant Diesel Generator
- II.A.12 **One (1) 5' x 16' Triple Deck Screen**
- II.A.13 **One (1) Grizzly**
- II.A.14 **One (1) Wash Plant Diesel Generator**
- II.A.15 **Various Diesel Storage Tank (2 x 500 gallons each)** listed for informational purposes only
- II.A.16 **Associated Conveyors Belt, Feeders, Stackers**

II.B Requirements and Limitations

II.B.1 The South Weber Pit shall be subject to the following

- II.B.1.a The owner/operator shall not exceed the following production and/or operational limits:
- A. 800,000 tons aggregate produced per rolling 12-month period
 - B. 3,500 hours of operation per rolling 12-month period. [R307-401]
- II.B.1.a.1 To determine compliance with a rolling 12-month total the owner/operator shall calculate a new 12-month total by the twentieth day of each month using data from the previous 12 months. Records of production shall be kept for all periods when the plant is in operation. Production shall be determined by examination of haul truck records. The records of production shall be kept on a daily basis when the plant is in operation. Hours of operation shall be determined by supervisor monitoring and maintenance of an operation log. [R307-401]
- II.B.1.b Unless otherwise specified in this AO, the owner/operator shall not allow visible emissions from any source on site to exceed 20 percent opacity. [R307-305]
- II.B.1.b.1 Unless otherwise specified in this AO, opacity observations of emissions from stationary sources shall be conducted according to 40 CFR 60, Appendix A, Method 9. [R307-305]

II.B.2 All Haul Roads and Fugitive Dust Sources on site shall be subject to the following

- II.B.2.a Geneva Rock Products shall abide by a fugitive dust control plan acceptable to the Executive Secretary for control of all dust sources associated with the South Weber Pit. The owner/operator shall abide by the most current fugitive dust control plan approved by the Executive Secretary. [R307-309]
- II.B.2.b The owner/operator shall not allow visible emissions from haul roads and fugitive dust sources to exceed 20 percent opacity on site. [R307-309]
- II.B.2.b.1 Visible emission determinations for fugitive dust emissions from haul-road traffic and mobile equipment in operational areas shall use procedures similar to Method 9. The normal requirement for observations to be made at 15-second intervals over a six-minute period, however, shall not apply. Visible emissions shall be measured at the densest point of the plume but at a point not less than 1/2 vehicle length behind the vehicle and not less than 1/2 the height of the vehicle. [R307-309]
- II.B.2.c The haul roads limitations shall be:
- A. 0.04 miles in length

B. Speed limit shall be 15 mph. [R307-401]

II.B.2.d The owner/operator shall water spray and/or chemically treat all unpaved haul roads and other unpaved operational areas that are used by mobile equipment to control fugitive dust. Treatment shall be of sufficient frequency and quantity to maintain the surface material in a damp/moist condition unless the temperature is below freezing. The opacity shall not exceed the limits listed in this AO at all times the areas are in use. If chemical treatment is to be used, the plan must be approved by the Executive Secretary. [R307-401]

II.B.2.d.1 Records of treatment shall be kept for all periods when the plant is in operation. The records shall include the following items:

A. Date

B. Number of treatments made, dilution ratio, and quantity

C. Rainfall received, if any, and approximate amount

D. Time of day treatments were made. [R307-401]

II.B.2.e Control of disturbed or stripped areas is required at all times (24 hours per day every day) for the duration of the project/operation until the area is reclaimed. Records of treatment and/or reclamation shall be kept for all periods when the plant is in operation. [R307-401]

II.B.2.f The storage piles shall be watered to minimize generation of fugitive dusts as dry conditions warrant or as determined necessary by the Executive Secretary. Records of water and/or chemical treatment shall be kept for all periods when the plant is in operation. [R307-401]

II.B.2.g The owner/operator shall abide by all applicable requirements of R307-309 for Fugitive Emission and Fugitive Dust sources. [R307-309]

II.B.3 **All Engines on site shall be subject to the following**

II.B.3.a The owner/operator shall not allow visible emissions from any stationary diesel engine on site to exceed 20 percent opacity. [R307-305]

II.B.3.b The sulfur content of any fuel oil or diesel burned by the owner/operator on site shall not exceed 0.5 percent by weight. [R307-401]

II.B.3.b.1 The sulfur content of any fuel oil or diesel fuel shall be determined by ASTM Methods D429489 or approved equivalent. Certification of fuels shall be either by the owner/operator's own testing or by test reports from the fuel oil or diesel fuel marketer. [R307-203]

II.B.4 All Crushers on site shall be subject to the following

- II.B.4.a The owner/operator shall not allow visible emissions from any crusher on site to exceed 10 percent opacity. [R307-401]
- II.B.4.b The owner/operator shall install water sprays on all crushers on site to control fugitive emissions. Sprays shall operate whenever dry conditions warrant or as determined necessary by the Executive Secretary. [R307-401]

II.B.5 All Screens on site shall be subject to the following

- II.B.5.a The owner/operator shall not allow visible emissions from any screen on site to exceed 10 percent opacity. [40 CFR 60 Subpart OOO]
- II.B.5.b The owner/operator shall install water sprays on all screens on site to control fugitive emissions. Sprays shall operate whenever dry conditions warrant or as determined necessary by the Executive Secretary. [R307-401]

II.B.6 All Conveyors on site shall be subject to the following

- II.B.6.a The owner/operator shall not allow visible emissions from any conveyor transfer point on site to exceed 10 percent opacity. [40 CFR 60 Subpart OOO]
- II.B.6.b The owner/operator shall not allow visible emissions from any conveyor drop point on site to exceed 20 percent opacity. [R307-309]
- II.B.6.c The owner/operator shall install water sprays on all conveyor transfer point on site to control fugitive emissions. Sprays shall operate whenever dry conditions warrant or as determined necessary by the Executive Secretary. [R307-401]

II.B.7 All Crushers, Screens, and Conveyors on site shall be subject to the following

- II.B.7.a Initial visible observations of opacity shall be conducted for all crushers, screens, and conveyor transfer points. Observations shall meet the opacity limitations listed in this AO. [40 CFR 60 Subpart OOO]
- II.B.7.a.1 Initial observations of opacity shall be conducted in accordance with 40 CFR 60, Appendix A, Method 9. Initial visible emission observations shall consist of 30 observations of six minutes each in accordance with 40 CFR 60.11(b). The duration of observations may be reduced to comply with 40 CFR 60.675(c)(3) or 40 CFR 60.675(c)(4). A certified observer must be used for these observations. [40 CFR 60 Subpart OOO]
- II.B.7.b The owner/operator shall abide by all applicable provisions of 40 CFR 60, NSPS Subpart A (General Provisions), 40 CFR 60.1 to 60.18 and Subpart OOO (Standards of Performance for Nonmetallic Mineral Processing Plants), 40 CFR 60.670 to 60.676 for all crushers, screens,

and conveyors on site. [40 CFR 60 Subpart OOO]

Section III: APPLICABLE FEDERAL REQUIREMENTS

In addition to the requirements of this AO, all applicable provisions of the following federal programs have been found to apply to this installation. This AO in no way releases the owner or operator from any liability for compliance with all other applicable federal, state, and local regulations including UAC R307.

NSPS (Part 60), A: General Provisions NSPS (Part 60), OOO: Nonmetallic Mineral Processing Plants

ACRONYMS

The following lists commonly used acronyms and their associated translations as they apply to this

document:

40 CFR	Title 40 of the Code of Federal Regulations
AO	Approval Order
ATT	Attainment Area
BACT	Best Available Control Technology
CAA	Clean Air Act
CAAA	Clean Air Act Amendments
CDS	Classification Data System (used by EPA to classify sources by size/type)
CEM	Continuous emissions monitor
CEMS	Continuous emissions monitoring system
CFR	Code of Federal Regulations
CO	Carbon monoxide
COM	Continuous opacity monitor
DAQ	Division of Air Quality (typically interchangeable with UDAQ)
DAQE	This is a document tracking code for internal UDAQ use
EPA	Environmental Protection Agency
HAP or HAPs	Hazardous air pollutant(s)
ITA	Intent to Approve
MACT	Maximum Achievable Control Technology
NAA	Nonattainment Area
NAAQS	National Ambient Air Quality Standards
NESHAP	National Emission Standards for Hazardous Air Pollutants
NOI	Notice of Intent
NO _x	Oxides of nitrogen
NSPS	New Source Performance Standard
NSR	New Source Review
PM ₁₀	Particulate matter less than 10 microns in size
PM _{2.5}	Particulate matter less than 2.5 microns in size
PSD	Prevention of Significant Deterioration
R307	Rules Series 307
R307-401	Rules Series 307 -Section 401
SO ₂	Sulfur dioxide
Title IV	Title IV of the Clean Air Act
Title V	Title V of the Clean Air Act
UAC	Utah Administrative Code
UDAQ	Utah Division of Air Quality (typically interchangeable with DAQ)
VOC	Volatile organic compounds

EXHIBIT D

FUGITIVE DUST CONTROL PLAN

FUGITIVE DUST CONTROL PLAN

INTRODUCTION

This Fugitive Dust Control Plan (FDCP) describes the procedures implemented by Geneva Rock Products (GRP) to minimize emission from aggregate processing operations. Implementation of an effective FDCP is a condition of the Approval Orders (AO's) issued by the Utah Division of Air Quality (UDAQ). This FDCP replaces and supersedes corresponding requirements in the AO.

FUGITIVE DUST CONTROL MEASURES

The liberal application of water is the primary fugitive dust control measure. Aggregate materials are wetted to maintain an average 4.0% moisture content during all transfer and processing operations. Personnel visually monitor the operations and implement control measures whenever fugitive dust becomes excessive. Personnel apply liberal quantities of water to sources of fugitive dust whenever a visible plume persistently rises more than four feet (4') above the point of generation. GRP believes this approach will effectively control emissions of particulate matter (PM10) and preclude generation of excessive opacity.

The specific control measures utilized by GRP are as follows:

1. Loader Transfers (R307-309-4 (l)(e) Material loading and dumping)

Description: Front-end loaders are used to transfer materials to and from excavations, storage piles, feed hoppers, and trucks.

Control Measures: Loaders will minimize drop distance as small as practical. Whenever water is added at any point in the process all of the downstream processes benefit. Water spray or other dust suppression technology shall be installed and operated whenever a visible dust plume persistently rises more than four feet (4') above the point of generation.

Records: Date, time and location of water added.

2. Screening and Crushing (R307-309-4 (l)(c) Material processing)

Description: Raw materials are processed through a variety of screens and crushers to produce aggregate of the desired size and type.

Control Measures: Whenever water is added at any point in the process all of the downstream processes benefit. Water spray or other dust suppression technology shall be installed and operated whenever a visible dust plume persistently rises more than four feet (4') above the point of generation.

Records: Total aggregate production per month and per rolling 12-months.

3. Conveyor Transfers (R307-309-4 (1)(b) Material handling and transfer)

Description: Conveyors are used to transfer materials to and from feed hoppers, screens, crushers, storage piles, and delivery trucks. (Note: Conveyors are an effective technique to minimize dust from material handling operations.)

Control Measures: Whenever water is added at any point in the process all of the downstream processes benefit. Water spray or other dust suppression technology shall be installed and operated whenever a visible dust plume persistently rises more than four feet (4') above the point of generation.

Records: Date, time and location of water added.

4. Storage Piles (R307-309-4 (1)(a) Material Storage)

Description: Storage piles are needed to segregate materials of different size and grade.

Control Measures: Whenever water or a chemical dust suppressant is added at any point in the process all of the downstream processes benefit. Water spray or other dust suppression technology shall be installed and operated whenever a visible dust plumes persistently are present at more than four feet (4') above the point of generation.

Records: Date, time and location of water added.

5. Disturbed Areas (R307-309-4 (1)(j) Exposed surfaces)

Description: A portion of the site will be disturbed ground, including quarries, roads, storage piles, and process areas.

- A. Exposed/Disturbed areas shall be treated with water as the first level of dust control. Water will be applied to the affected areas in sufficient quantities and frequencies to ensure that fugitive dust emissions are controlled to or below permitted levels. Additionally, whenever possible the areas will be left undisturbed to maintain the dust suppressing crust.
- B. The crusting ideally reduces fugitive dust emissions to below permitted limits
- C. Water will be applied periodically until sufficient crusting occurs to control fugitive dust emissions at or below permitted limits.
- D. If water application does not produce sufficient crusting to control fugitive dust emissions to or below permitted levels, chemical treatments will be applied in lieu of water to produce the desired controls. This may be conducted in conjunction with traffic control and/or traffic elimination measures.

Records: Date, time and location of water added.

- i. Date;
- ii. Chemical treatment made, dilution ratio, and quantity;
- iii. Number of water applications and quantity; and
- iv. Approximate amount of rainfall, if any.

6. Undisturbed Areas (R307-309-4 (1)(j) Exposed surfaces)

Description: A portion of the site will be undisturbed ground, including open areas, unused roads, unused storage piles, and unused process areas.

- A. Exposed/Undisturbed areas shall be treated with water as the first level of dust control. Water will be applied to the affected areas in sufficient quantities and frequencies to ensure that fugitive dust emissions are controlled to or below permitted levels. Additionally, whenever possible the areas will be left undisturbed to maintain the dust suppressing crust.
- B. The crusting ideally reduces fugitive dust emissions to below permitted limits
- C. Water will be applied periodically until sufficient crusting occurs to control fugitive dust emissions at or below permitted limits.

- D. If water application does not produce sufficient crusting to control fugitive dust emissions to or below permitted levels, chemical treatments will be applied in lieu of water to produce the desired controls. This may be conducted in conjunction with traffic control and/or traffic elimination measures.

Records: Date, time and location of water added.

- v. Date;
- vi. Chemical treatment made, dilution ratio, and quantity;
- vii. Number of water applications and quantity; and
- viii. Approximate amount of rainfall, if any.

7. Unpaved Roads (R307-309-4 (1)(d) Road ways and yard areas)

Description: Haul trucks and front-end loaders travel on unpaved roads and work areas.

Control Measures: All unpaved roads and other unpaved operational areas that are used by mobile equipments shall be water sprayed and/or chemically treated to control fugitive dust. Control is required at all times (24 hours per day) for the duration of operations. Water application shall be completed whenever a visible dust plume persistently rises more than four feet (4') above the point of generation.

Records: Records of water and chemical treatment shall be kept for all periods when the facility is in operation. The records shall include the following:

- A. Date;
- B. Chemical treatment made, dilution ratio, and quantity;
- C. Number of water applications and quantity; and
- D. Approximate amount of rainfall, if any.

Additional dust control measures are utilized by GRP on Unpaved Roads, including:

- A. Distances traveled on unpaved roads are minimized when practical;
- B. Speed on unpaved roads is limited to 15 miles per hour;
- C. Roads are graded, compacted, and chemically treated when needed;
- D. Conveyors are substituted for trucks and loaders when practical; and
- E. Roads are paved when practical.

10. Paved Roads (R307-309-4(1)(d) Road ways and yard areas)

Description: Dust may become air borne when disturbed by tires and by air currents from moving vehicles. (Note: Paving is an effective technique to minimize dust emissions from travel surfaces.)

Control Measures: All paved roads shall be swept and/or watered to control fugitive dust. Control is required at all times (24 hours per day) for the duration of operations. Sweeping or watering shall be completed whenever a visible dust plume persistently rises more than four feet (4') above the point of generation.

Additional dust control measures are utilized by GRP on Paved Roads, including:

- A. Speed on paved roads is limited to 30 miles per hour.
- B. Loaded trucks are covered in accordance with the Utah Tarp Law.
- C. Spills of dust forming debris are cleaned-up promptly.
- D. Records: Date, time, and location of sweeping and water added.

11. Exposed Areas

- A. Exposed areas shall be treated with water as the first level of dust control. Water will be applied the affected with enough water to ensure that crusting occurs. Additionally, whenever possible the areas will be left undisturbed.
- B. The crusting ideally reduces fugitive dust emissions to below permitted limits.
- C. If water application crusting does not achieve required fugitive dust emissions reductions, chemical treatments will be applied in conjunction with traffic control and or traffic elimination.
- D. Other additional measures may be employed in conjunction with the above listed

methods to maintain compliance with applicable fugitive dust emissions limits.

12. Storage piles

13. All records specified in this FDCP shall be made available to the Executive Secretary upon request and shall include a period of two years ending with the date of the request.

Report Criteria:

Invoice.Payment Due Date = {<=} 11/07/2009

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
55	A&W DIESEL SALES AND SERVICE	29024	STREETS VEHICLE MAINTENANCE	09/30/2009	684.71
Total 55					684.71
127	ACADEMY SPORTS	215497	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	975.00
		215499	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	9,000.00
		215500	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	3,209.00
		215501	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	400.00
		215502	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	271.00
		215503	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	375.00
		215504	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	682.00
		215505	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	299.00
		215506	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	240.00
		215507	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	3,585.00
		215508	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	120.00
		215509	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	1,246.40
		215510	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	84.00
		215511	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	140.00
		215512	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	1,008.00
		215513	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	332.80
		215514	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	2,467.00
		215515	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	75.00
		215516	KNIGHT FOOTBALL EQUIPMENT	09/15/2009	1,461.50
		215695	KNIGHT FOOTBALL EQUIPMENT	09/25/2009	42.00
		215696	KNIGHT FOOTBALL EQUIPMENT	09/25/2009	70.65
		215779	KNIGHT FOOTBALL EQUIPMENT	09/28/2009	62.00
Total 127					26,145.35
145	ADVANCED PAVING CONSTRUCTION	1158	CANYON MEADOWS PARK PHASE 1 - ESTIMATE #3 FINAL	09/22/2009	87,272.00
			CANYON MEADOWS PARK PHASE 1 - ESTIMATE #3 FINAL		3,940.05
			CANYON MEADOWS PARK PHASE 1 - ESTIMATE #3 FINAL		655.00
			CANYON MEADOWS PARK PHASE 1 - ESTIMATE #3 FINAL		1,137.40
			CANYON MEADOWS PARK PHASE 1 - ESTIMATE #3 FINAL		18.15
Total 145					93,022.60
181	AIRGAS INTERMOUNTAIN INC.	104066625	TANK REFILLS FOR SHOP	10/05/2009	98.41
Total 181					98.41
245	ALPHAGRAPHICS	92095	OFFICE PAPER SUPPLIES	09/03/2009	1.10
Total 245					1.10
13600	ANN K SKINNER & SHEILA R BELKA	101509	OVERPAYMENT - CASE #09-0864	10/15/2009	10.00
Total 13600					10.00
13494	BECRAFT, MCKENZI MARIE	101709	SOCCER REFEREE	10/17/2009	21.00
Total 13494					21.00
760	BELL JANITORIAL SUPPLY	410004810	CIVIC CENTER SUPPLIES	09/29/2009	60.88

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total 760					60.88
870	BLUE STAKES OF UTAH	200900720	BLUE STAKES TRANSMISSIONS - SEPT 2009	09/30/2009	105.07
Total 870					105.07
930	BOLT AND NUT	65822	CANYON MEADOWS PROJECT - BOLTS FOR R&R	10/08/2009	530.75
		65858	PARK MAINTENANCE	08/04/2009	1.60
Total 930					532.35
13353	BROWNING, BAYLEE	101409	RECREATION OFFICIAL RECREATION OFFICIAL	10/14/2009	28.00 28.00
Total 13353					56.00
41270	BURBIDGE CONCRETE PUMPING LLC	100809	CONDITIONAL USE PERMIT APPLICATION REIMBURSMEN	10/08/2009	500.00
Total 41270					500.00
1200	CAL RANCH STORES	9136889	PARK SUPPLIES	09/28/2009	16.58
Total 1200					16.58
1240	CARQUEST AUTO PARTS	9226-118346	VEHICLE MAINTENANCE	10/08/2009	55.84
Total 1240					55.84
13003	CHRISTENSEN, RHONDA	10/22/09	ELECTIONS JUDGE	10/22/2009	150.00
Total 13003					150.00
13180	CLARK, LINDA	10/22/09	REIMBURSE CIVIC CENTER DEPOSIT	10/22/2009	230.00
Total 13180					230.00
1380	CLARK, MICHELLE	10/22/09	Elections Judge	10/22/2009	150.00
		SEPT 09	C/C MINUTE TRANSCRIBER - SEPT 2009	09/30/2009	354.36
Total 1380					504.36
13605	COSGRIFF, MAGGIE	101709	VOLLEYBALL OFFICIAL	10/17/2009	112.00
Total 13605					112.00
13528	CRAVENS, JOE	102009	RECREATION REFUND	10/20/2009	23.61
Total 13528					23.61
1665	CROWN TROPHY	12747	SOCCER TROPHIES	09/30/2009	185.90
Total 1665					185.90
13215	CUMMINS, CHASE	101209	RECREATION OFFICIAL	10/12/2009	49.00
Total 13215					49.00
1750	DAVIS COUNTY GOVERNMENT	46970	LAW ENFORCEMENT - JULY 2009 - INCREASE	10/07/2009	269.61

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
			LAW ENFORCEMENT - AUGUST 2009 - INCREASE		269.61
			LAW ENFORCEMENT - SEPTEMBER 2009		9,256.47
			ANIMAL CONTROL - SEPTEMBER 2009		702.38
	Total 1750				10,498.07
13596	DAYTON, STEPHANI	082609	RECREATION SIGNUP REFUND	10/22/2009	35.00
	Total 13596				35.00
7755	DENNIS WATERS CONSTRUCTION	101509	COMPLETION BOND RELEASE - BP#SWC090602025	10/15/2009	500.00
	Total 7755				500.00
10470	DIXON, MATTHEW J.	091109	EMI AIRFARE & EARTHQUAKE CLASS	09/29/2009	629.20
		092909	EMI AIRFARE & EARTHQUAKE CLASS	09/29/2009	20.00
	Total 10470				649.20
2235	DURKS PLUMBING	1631100	PARK MAINTENANCE	10/08/2009	20.06
		1632174	PARK MAINTENANCE	10/14/2009	10.50
	Total 2235				30.56
430	DYNAQUEST TECHNOLOGIES	20044446	MONTHLY COMPUTER SERVICE - NOVEMBER 2009	09/30/2009	718.00
	Total 430				718.00
40210	ELITE CRAFT HOMES	102009	COMPLETION BOND RELEASE - BP#SWC090407009	10/20/2009	500.00
			COMPLETION BOND RELEASE - BP#SWC090407008		500.00
			COMPLETION BOND RELEASE - BP#SWC090407007		500.00
			COMPLETION BOND RELEASE - BP#SWC090407006		500.00
			COMPLETION BOND RELEASE - BP#SWC090407010		500.00
	Total 40210				2,500.00
13575	EVANS, TARREN	072109	RECREATION OFFICIAL	10/22/2009	77.00
	Total 13575				77.00
2643	FREEDOM MAILING SERVICES, INC	15976	UTILITY BILLING	10/10/2009	139.20
			UTILITY BILLING		139.20
			UTILITY BILLING		139.20
			UTILITY BILLING		139.20
	Total 2643				556.80
13597	GALBRAITH, TIFFANY	081109	RECREATION SIGNUP REFUND	10/22/2009	35.00
	Total 13597				35.00
13171	GARDNER, AMANDA	101709	FAC - VOLLEYBALL REFEREE	10/17/2009	182.00
	Total 13171				182.00
13590	GASKILL, STEVEN	110309	ELECTIONS JUDGE	10/22/2009	185.00

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total 13590					185.00
2850	GRANITE CONSTRUCTION COMPANY	102009	2009 STREET MAINTENANCE PROJECT - ESTIMATE #3	10/20/2009	124,961.73
			2009 STREET MAINTENANCE PROJECT - ESTIMATE #3 - C		1,814.00
			2009 STREET MAINTENANCE PROJECT - ESTIMATE #3 - C		2,101.70
			2009 STREET MAINTENANCE PROJECT - ESTIMATE #3 - C		380.68
Total 2850					129,258.11
2960	GSBS ARCHITECTS	27107	GENERAL WORK - CANYON MEADOWS	09/30/2009	1,480.00
Total 2960					1,480.00
50001	HARTFORD LIFE	4571264-3	LIFE INSURANCE PREMIUMS - NOV 2009	10/22/2009	191.21
Total 50001					191.21
13602	HOMER, KASSIDEE	101409	VOLLEYBALL OFFICIAL	10/14/2009	84.00
Total 13602					84.00
13609	HOUSER, STACIE	092509	RECREATION SIGN UP REFUND	10/22/2009	30.00
Total 13609					30.00
13598	HUNT, CHELESE	082609	RECREATION SIGNUP REFUND	08/26/2009	35.00
Total 13598					35.00
3230	IIMC	10/22/09	MEMBERSHIP DUES	10/22/2009	125.00
Total 3230					125.00
3241	IKON OFFICE SOLUTIONS	5012608931	COPIER MAINTAINANCE AGREEMENT	10/06/2009	174.87
Total 3241					174.87
3320	INTEGRA TELECOM	5941173	CITY OFFICE PHONE LINES	10/03/2009	462.77
Total 3320					462.77
3810	JOHNSON ELECTRIC	8867	STREET LIGHT REPAIR WORK	09/25/2009	616.57
Total 3810					616.57
3793	JONES AND ASSOCIATES	13861	CANYON MEADOWS PARK PROJECT	10/01/2009	2,876.50
			2009 STREET MAINTENANCE PROJECTS		637.50
			UPDATING CITY PUBLIC WORKS STANDARDS		37.50
			HIDDEN OAKS STORM WATER DETENTION BASIN		719.50
			PREP OF CITY ADDRESS MAP		998.00
			PREP OF DRINKING WATER SOURCE PLAN		1,462.50
			DAVIS COUNTY STORM WATER COALITION MEETING		85.50
			UPDATING CITY STREET MAP		25.50
			RESERVOIR #4 PROJECT DESIGN		8,040.00
			PREP OF FIRE DEPARTMENT MAP		2,298.50
			PREP OF ANNUAL STORM WATER REPORT		568.50
			UPDATING CITY WATER MAP		357.00
			PUBLIC NOTICE MAP		51.00

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
		13862	KAP SUBDIVISION	10/01/2009	216.00
			DAN SHUPE SUBDIVISION		37.50
			SILVERLEAF ESTATES # 2		127.50
			SILVERLEAF ESTATES # 3		127.50
			SURE STEEL DEVELOPMENT		150.00
	Total 3793				18,816.00
13591	JONES, RACHELLE	110309	ELECTIONS JUDGE	10/22/2009	175.00
	Total 13591				175.00
13592	JONES, REX	101709	RECREATION REIMBURSEMENT	10/17/2009	24.77
	Total 13592				24.77
13093	KING, CARSON	101309	FLAG FOOTBALL OFFICIAL	10/13/2009	116.00
	Total 13093				116.00
13300	KIRBY, KALEE LYNN	101709	RECREATION OFFICIAL RECREATION OFFICIAL	10/17/2009	105.00 105.00
	Total 13300				210.00
41260	KLAWIKOWSKI, BRIAN OR SARA	101509	COMPLETION BOND RELEASE - SWC081104061	10/15/2009	200.00
	Total 41260				200.00
6140	LES SCHWAB TIRE CENTER	134927	VEHICLE MAINTENANCE	10/08/2009	537.29
	Total 6140				537.29
13608	LOVATO, JENA	072109	CFD - 3 ON 3 TOURNAMENT RECREATION OFFICIAL	07/21/2009	49.00 63.00
	Total 13608				112.00
13065	MCCAULEY, LISA	10/22/09	Elections Judge	10/22/2009	210.00
	Total 13065				210.00
4800	NFPA	4696686Y	ELECTRICAL CODE BOOK 2009	09/29/2009	200.70
	Total 4800				200.70
13113	NICHOLSON, STEPHANIE	10/22/09	Elections Judge	10/22/2009	175.00
	Total 13113				175.00
13593	NIELSON, KAMI	082609	RECREATION SIGNUP REFUND	10/22/2009	35.00
	Total 13593				35.00
40200	NILSON HOMES	100909	EXCAVATION BOND REFUND - EX#2005-18	10/09/2009	13,600.00
	Total 40200				13,600.00
13599	NILSSON, AMY	082409	RECREATION SIGNUP REFUND	10/22/2009	35.00

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total 13599					35.00
5010	OFFICE DEPOT	491250895001	OFFICE SUPPLIES	10/06/2009	121.49
Total 5010					121.49
5135	OGDEN PUBLISHING CORPORATION	093009-1	PUBLIC NOTICES - SEPT 2009	09/30/2009	450.78
		093009-2	PUBLIC NOTICES - SEPT 2009	09/30/2009	372.53
Total 5135					823.31
50002	OPTICARE OF UTAH	69484	VISION PREMIUMS - OCTOBER 2009	10/13/2009	73.96
Total 50002					73.96
5451	POFF, MICHAEL	100809	SENIOR LUNCHEON	10/08/2009	126.57
Total 5451					126.57
13488	POLL, ANGELA	101409	RECREATION OFFICIAL RECREATION OFFICIAL	10/14/2009	49.00 49.00
Total 13488					98.00
13274	POLL, RICHARD WILLIAM	101409	RECREATION OFFICIAL	10/14/2009	98.00
Total 13274					98.00
5540	PRAXAIR	34523032	FIRE DEPT-MEDICAL OXYGEN	10/07/2009	93.10
Total 5540					93.10
5560	QUALTRICS	2620	CITY SURVEY SOFTWARE FAC SURVEY SOFTWARE	10/14/2009	1,500.00 500.00
Total 5560					2,000.00
13603	QUINTANA, RAQUEL	101309	RECREATION OFFICIAL RECREATION OFFICIAL	10/13/2009	56.00 56.00
Total 13603					112.00
5645	QWEST	100109-4	APPLY TO O-801-392-3160 612M	10/01/2009	54.00
		101009-1	APPLY TO 801-475-0610 694B	10/10/2009	35.21
		101009-2	APPLY TO 801-475-0574 279B	10/10/2009	47.33
Total 5645					136.54
5777	RECOMMENDED BUILDING MAINT LLC	108997	CUSTODIAL SERVICES - OCTOBER 2009 CUSTODIAL SUPPLIES - OCTOBER 2009	10/01/2009	497.00 45.59
Total 5777					542.59
5772	RED WING - OGDEN	146395	UNIFORMS - ROBERT STEELE BOOTS	09/11/2009	125.00
Total 5772					125.00
5780	RELIABLE BUSINESS SYSTEMS	9375	TAX FORMS 2009	10/12/2009	177.80

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
	Total 5780				177.80
13604	REYNOLDS, LARISSA	101709	VOLLEYBALL OFFICIAL	10/17/2009	70.00
	Total 13604				70.00
5845	ROBINSON WASTE SERVICES INC	101120	GARBAGE HAULING - SEPTEMBER 2009	09/30/2009	8,274.54
	Total 5845				8,274.54
5870	ROCKY MOUNTAIN POWER	100209-1	POWER BILL - CHERRY FARMS SPRINKLERS	10/02/2009	17.29
		100209-2	POWER BILL - WATER STORAGE TANK	10/02/2009	7.81
		100209-3	POWER BILL - CENTRAL WEST BOWERY	10/02/2009	9.43
		100209-4	POWER BILL - 1353 E SW DRIVE	10/02/2009	11.94
		100209-5	POWER BILL - HOLDING POND 2020 E	10/02/2009	7.26
		100209-6	POWER BILL - PUMP STATION CORNIA DR	10/02/2009	473.51
		100509-1	POWER BILL - LIFT STATION & TOWER	10/05/2009	19.63
	Total 5870				546.87
6030	RURAL WATER ASSN OF UTAH	111209	LEADERSHIP TRAINING - MARK LARSEN	10/22/2009	100.00
	Total 6030				100.00
13594	SANDERS, LORI	082609	RECREATION SIGNUP REFUND	10/22/2009	35.00
	Total 13594				35.00
6456	SMITH KNOWLES PC	093009-1	1375 EAST INTERSECTION	09/30/2009	112.50
		093009-2	LEGAL RESEARCH FOR HARRIS UTILITY BILLING DISPUTI	09/30/2009	337.50
	Total 6456				450.00
13610	SMITH, MICHELLE	082609	RECREATION SIGN UP REFUND	10/22/2009	35.00
	Total 13610				35.00
6540	STAKER PAVING AND CONSTRUCTION	2536100	CANYON MEADOWS ROCK FOR RAILROAD	09/29/2009	539.88
	Total 6540				539.88
13606	TANNER, ALLORA R	101909	VOLLEYBALL OFFICIAL	10/19/2009	126.00
	Total 13606				126.00
13595	TAYLOR, JASON	082609	RECREATION SIGNUP REFUND	10/22/2009	35.00
	Total 13595				35.00
7065	UNIFIRST CORPORATION	1075327	FAC TOWELS & MATS - 10/13/09	10/13/2009	26.50
		1077647	FAC TOWELS & MATS - 10/20/09	10/20/2009	33.50
		1077650	CITY MATS - 10/20/09	10/20/2009	23.00
		1077667	FIRE STATION MATS - 10/20/09	10/20/2009	18.50
	Total 7065				101.50
7125	UTAH DIV OF CORP/COMMERCIAL	090109	MUNICIPAL BUILDING AUTHORITY	09/01/2009	10.00

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt
Total 7125					10.00
13601	UTAH LAND USE INSTITUTE	101909	LAND USE TRAINING 2009	10/19/2009	294.00
Total 13601					294.00
13607	WESTBROEK, DUANE	102009	CIVIC CENTER DEPOSIT REFUND	10/20/2009	200.00
Total 13607					200.00

Total Paid: -
Total Unpaid: 320,781.83
Grand Total: 320,781.83

Dated: _____
Mayor: _____
City Recorder: _____

Report Criteria:
Invoice.Payment Due Date = {<=} 11/07/2009

SOUTH WEBER CITY COUNCIL

Staff Backup Report

Date of City Council Meeting: **October 27, 2009**

Title: **PO # 1595 \$2,712.23 Iron Gate Grill for 2009 City Dinner**

RECOMMENDATION

Approve purchase order for catering by Iron Gate Grill for the Christmas Dinner for staff and city officials at the Family Activity Center

BACKGROUND

Staff checked into holding the event at the Timbermine Restaurant in Ogden. The cost at the Timbermine would be around \$4,300 and available dates were limited. After presenting this information to the Council it was decided to have the party catered and at the Family Activity Center.

Staff got prices from three caterers:

- Famous Dave's was around \$3,500 with no linens or tableware.
- Sandy's Fine Foods was \$2,300 with tableware but limited to one main selection for the whole group.
- Iron Gate Grill was \$2,700 with tableware, service and cleanup. They also provide additional options for menu items.

CONCLUSION

A dinner at the Family Activity Center catered by Iron Gate Grill has been determined to be the best option with regard to cost and menu. Iron Gate Grill comes highly recommended by Councilmember Farrell Poll.

SOUTH WEBER CITY

(A Municipal Corporation of the State of Utah)

Miscellaneous
Purchase Order

1595

TO: (Company/Person):

Iron Gate Grill

DESCRIPTION OF ITEM(S):

2009 Christmas Dinner

PURCHASE AUTHORIZED BY:	PURCHASE MADE BY:	Date:
	<i>Cynthia Benson</i>	<i>10/14/09</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:
	General Ledger Budget Amount:	<i>\$ 2,712.83.</i>
	Current Balance:	Department to Charge to:
	<i>\$ 1,542.48.</i>	<i>General Admin</i>
		General Ledger Account Number:
		<i>10-43-610.</i>



Contract

Client/Organization South Weber	Event Date 12/4/2009 (Fri)	Booking Tel (801) 827-8071	Booking Fax	Event # E08055
Address		Booking Contact Ferrell Poll	Site Contact cynthia benson	Guests

MINIMUM GUARANTEED ATTENDANCE MUST BE RECEIVED WITHIN **72 HOURS** OF EVENT. IF ATENDANCE FALLS BELOW THE GUARANTEED NUMBER THE CLIENT WILL BE CHARGED FOR THE GUARANTEED NUMBER. GUARANTEED NUMBER MUST BE RECEIVED BY DATE/TIME INDICATED.

SITE LOCATION

Site Name	Site Address	Site Category
south weber city	1181 e lester Dr., South Weber	

Directions

EVENT TIMES

Date	Description	Delivery	Start	End	Serving	Bar	Guest Cnt
12/4/2009 (Fri)			5:30 pm	8:00 pm	7:00 pm		(Pln)

FOOD & SERVICE ITEMS

Food/Service Items	Qty	Price	Total
China, Rolled Silverware, gobblets, salt and pepper.			
Tossed Green Salad with Assorted Dressing			
Italian Pasta Salad			
Broccoli Salad			
Au Gratin Potatoes			
Teriyaki Chicken			
Tenderlion Beef Medallions			
Rolls and butter			
Peach Punch and Water			
Triple Chocolate Cake			
Cheese Cake with Raspberry Topping, and chocolate on plate			
dinner	150	14.99	2,248.50
delivery	1	50.00	50.00

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total	Paid	
Subtotal	\$2,298.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,298.50	\$0.00	
Gratuity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Service Charge	\$413.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$413.73		
Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total	\$2,712.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,712.23		\$2,712.23

Subtotal	\$2,298.50	Paid	\$0.00	Pay Method	Card Number
Tax	\$0.00	Balance	\$2,712.23	Card Type	
Service Charge	\$413.73			Card Holder	Expires
Total Value	\$2,712.23			Signature	

eflover Food: The customer is entitled to all meals which are billed for, but not consumed. The customer is NOT entitled to the 5% amount of food that the caterer prepares over the customer's guaranteed number. Said meals will be made available to the customer at the conclusion of the event. Caterer does NOT provide "togo" containers. Upon acceptance of the meals, the customer assumes the responsibility for transportation and proper storage. The customer agrees that upon acceptance of said meals at the conclusion of the event, the Iron Gate Grill is released from all claims, damages, causes of action or liabilities which may arise in result of the consumption of said meals. A \$200.00 cancellation fee will be incurred for any cancellation within 7 days of event. A \$100.00 fee will be incurred for any additional setup on the day of the event. I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign.

Client: _____

Date: _____

Sales Rep: _____

Date: _____