

# **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, 26 NOVEMBER 2013** at the City Council Chambers, 1600 E South Weber Dr, South Weber, UT commencing at **6:00 p.m.**

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## **PUBLIC WORK MEETING:**

**5:30 p.m. REVIEW AGENDA ITEMS AND WARRANT REGISTER**

## **COUNCIL MEETING:**

**6:00 p.m. PLEDGE OF ALLEGIANCE – Councilmember Thomas**

**PRAYER - Councilmember Gertge**

**APPROVAL OF AGENDA**

**DECLARATION OF CONFLICT OF INTEREST**

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

♦ **Approval 12 November 2013 City Council Meeting Minutes**

♦ **Approval 19 November 2013 City Council Work Meeting Minutes**

**\* PUBLIC  
HEARING**

**6:05 p.m. RESOLUTION 13-19: Easton Village Subdivision Phase One Amended (16 lots), located at approx. 1075 East Lester; Developer Layne Kap**

**6:10 p.m. RESOLUTION 13-20: Amend December 11, 2012 Development Agreement between South Weber City and Calvin Kap, Keith Kap, and Layne Kap**

**\* PUBLIC  
HEARING**

**6:15 p.m. RESOLUTION 13-21: Easton Village Phase Two Final Plat (8 lots), located at approx. 1100 East 7500 South; Developer Kastlerock Excavation**

**6:25 p.m. PUBLIC COMMENT Keep public comments to 3 minutes or less per person**

**MAYOR**

**CITY COUNCIL ASSIGNMENT UPDATES & COMMENTS**

**CITY MANAGER**

**STAFF**

## **CLOSED EXECUTIVE SESSION**

**CLOSED EXECUTIVE SESSION – UTAH CODE 52-4-204 & 52-4-205:**

**THE COUNCIL WILL CONSIDER A MOTION TO ENTER INTO CLOSED SESSION FOR THE PURPOSE OF DISCUSSION OF CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF INDIVIDUAL(S)**

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](http://www.southwebercity.com)  
UT PUBLIC NOTICE WEBSITE [www.pmn.utah.gov](http://www.pmn.utah.gov)

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

DAVIS COUNTY CLIPPER  
STANDARD-EXAMINER  
SALT LAKE TRIBUNE  
DESERET NEWS

**DATE: 22 November 2013**

**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)

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

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only unpaid invoices included.

Invoice Payment Due Date = {&lt;=} 11/23/2013

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>20-71-480 Basketball</b>							
ACADEMY SPORTS		235408	BASKETBALL SUPPLIES	11/01/2013	96.50	.00	
Total 20-71-480 Basketball:					96.50	.00	
<b>10-43-241 Materials &amp; Supplies</b>							
ADVANCED BUILDING CARE LL	2555		PAPER SUPPLIES	11/07/2013	75.20	.00	
ADVANCED BUILDING CARE LL	2582		PAPER SUPPLIES	11/08/2013	41.54	.00	
Total 10-43-241 Materials & Supplies:					116.74	.00	
<b>10-42-313 Professional/Tech. - Attorney</b>							
ALLRED, CHRISTOPHER F		OCT 2013	ATTORNEY FEES	11/05/2013	500.00	.00	
Total 10-42-313 Professional/Tech. - Attorney:					500.00	.00	
<b>51-40-480 Special Water Supplies</b>							
AT&T		111013	TELEPHONE BILLS FOR PUMP HOUSE	11/10/2013	39.99	.00	
Total 51-40-480 Special Water Supplies:					39.99	.00	
<b>20-21365 KNIGHTS FOOTBALL DEPOSITS</b>							
BYERS, AUSTIN		111013	RETURN FOOTBALL EQUIP DEPOSIT	11/10/2013	150.00	.00	
Total 20-21365 KNIGHTS FOOTBALL DEPOSITS:					150.00	.00	
<b>51-40-250 Equipment Supplies &amp; Maint.</b>							
CENTURY EQUIPMENT COMPA		LP18957	SUPPLIES	11/07/2013	253.32	.00	
Total 51-40-250 Equipment Supplies & Maint.:					253.32	.00	
<b>51-40-490 Water O &amp; M Charge</b>							
CENTURYLINK		111013	TELEPHONE BILLS	11/10/2013	167.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 51-40-490 Water O & M Charge:							
					167.30	.00	
<b>10-42-317 Professional/Technical-Bailiff</b>							
	DAVIS COUNTY GOVERNMENT	64693	BAILIFF DUTIES	11/08/2013	275.00	.00	
Total 10-42-317 Professional/Technical-Bailiff:							
					275.00	.00	
<b>54-40-331 PROMOTION-STORM WATER</b>							
	DAVIS COUNTY STORM WATE	2013-2014	DAVIS COUNTY STORM WATER	11/14/2013	1,155.00	.00	
Total 54-40-331 PROMOTION-STORM WATER:							
					1,155.00	.00	
<b>45-21350 PERFORMANCE BONDS ON DEPOSIT</b>							
	ELITECRAFT HOMES	111213	COMPLETION BOND # SWC130411016	11/12/2013	500.00	.00	
Total 45-21350 PERFORMANCE BONDS ON DEPOSIT:							
					500.00	.00	
<b>10-57-370 Professional &amp; Tech. Services</b>							
	INTERMOUNTAIN DRUG TESTI	2013-10165	DRUG TESTING	11/01/2013	100.00	.00	
Total 10-57-370 Professional & Tech. Services:							
					100.00	.00	
<b>22-40-699 STORM SEWER IMPACT FEE PROJECT</b>							
	INTERMOUNTAIN TESTING SE	45967	SKYHAVEN COVE PROJECT	11/09/2013	444.80	.00	
Total 22-40-699 STORM SEWER IMPACT FEE PROJECT:							
					444.80	.00	
<b>10-60-370 Professional &amp; Tech. Services</b>							
	INTERMOUNTAIN WORKMED -	OG2611338	DRUG SCREENING	11/01/2013	45.00	.00	
Total 10-60-370 Professional & Tech. Services:							
					45.00	.00	
<b>10-43-312 Professional/Tech. - Engineer</b>							
	JONES AND ASSOCIATES	15886	FUTURE LAND USE OF GRAVEL PITS	11/01/2013	49.50	.00	
	JONES AND ASSOCIATES	15886	CITY STANDARDS UPDATE	11/01/2013	1,003.50	.00	
	JONES AND ASSOCIATES	15886	STREET MAINT 2013	11/01/2013	297.00	.00	
	JONES AND ASSOCIATES	15886	UPDOT FRONTAGE ROAD EXP.	11/01/2013	49.50	.00	
	JONES AND ASSOCIATES	15887	ENGINEERING SERVICES - SURE STEEL	11/01/2013	29.50	.00	
	JONES AND ASSOCIATES	15887	ENGINEERING SERVICES - COTTONWOOD COVE	11/01/2013	221.75	.00	
	JONES AND ASSOCIATES	15887	ENGINEERING SERVICES - SILVERLEAF	11/01/2013	354.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	JONES AND ASSOCIATES	15887	ENGINEERING SERVICES - GARDENERS GROVE	11/01/2013	59.00	.00	
	JONES AND ASSOCIATES	15887	ENGINEERING SERVICES - COTTONWOOD COVE	11/01/2013	2,379.00	.00	
	JONES AND ASSOCIATES	15887	ENGINEERING SERVICES - EASTON VILLAGE	11/01/2013	340.50	.00	
	JONES AND ASSOCIATES	15887	ENGINEERING SERVICES - CANYON VISTA	11/01/2013	390.00	.00	
	JONES AND ASSOCIATES	15887	ENGINEERING SERVICES - BRYSON MEADOWS	11/01/2013	99.00	.00	
Total 10-43-312 Professional/Tech. - Engineer:							.00
<b>21-40-490 SEWER IMPACT FEE PROJECTS</b>							
	JONES AND ASSOCIATES	15886	SEWER OUTFALL PROJECT	11/01/2013	123.75	.00	
Total 21-40-490 SEWER IMPACT FEE PROJECTS:							.00
<b>22-40-699 STORM SEWER IMPACT FEE PROJECT</b>							
	JONES AND ASSOCIATES	15886	SKYHAVEN STORM DRAIN	11/01/2013	3,128.25	.00	
Total 22-40-699 STORM SEWER IMPACT FEE PROJECT:							.00
<b>27-40-760 Projects</b>							
	JONES AND ASSOCIATES	15886	WEST END WATER LINE PH2	11/01/2013	538.50	.00	
Total 27-40-760 Projects:							.00
<b>45-40-740 GENERAL CAPITAL PROJECTS</b>							
	JONES AND ASSOCIATES	15886	CANYON MEADOWS PARK	11/01/2013	247.50	.00	
Total 45-40-740 GENERAL CAPITAL PROJECTS:							.00
<b>51-40-312 Professional/Technical-Engin</b>							
	JONES AND ASSOCIATES	15886	CITY STANDARDS UPDATE	11/01/2013	49.50	.00	
	JONES AND ASSOCIATES	15888	ENGINEERING SERVICES - GIS	11/01/2013	973.50	.00	
Total 51-40-312 Professional/Technical-Engin:							1,023.00 .00
<b>52-40-312 Professional/Technical-Engin</b>							
	JONES AND ASSOCIATES	15886	CITY STANDARDS UPDATE	11/01/2013	49.50	.00	
Total 52-40-312 Professional/Technical-Engin:							49.50 .00
<b>10-61-411 Snow Removal</b>							
	LEGACY EQUIPMENT	61693	SNOW PLOW SALT SPINNER REPAIRS	11/04/2013	247.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 10-61-411 Snow Removal:				247.50	.00	
<b>51-40-490 Water O &amp; M Charge</b>							
	MASTER METER INC	0063752	ANNUAL TECH SUPPORT & MAIN	10/30/2013	1,500.00	.00	
	Total 51-40-490 Water O & M Charge:				1,500.00	.00	
<b>10-43-262 General Government Buildings</b>							
	MOUNT OLYMPUS	132130081109	CITY HALL WATER COOLER	11/09/2013	37.66	.00	
	Total 10-43-262 General Government Buildings:				37.66	.00	
<b>51-21350 CUSTOMER DEPOSITS</b>							
	NAUGLE, ANDREA	1118	REFUND UB DEPOSIT	11/18/2013	82.13	.00	
	Total 51-21350 CUSTOMER DEPOSITS:				82.13	.00	
<b>20-71-480 Basketball</b>							
	OAK COINS INC	2776	BASKETBALL MEDALS	11/11/2013	191.25	.00	
	Total 20-71-480 Basketball:				191.25	.00	
<b>10-43-240 Office Supplies &amp; Expense</b>							
	OFFICE DEPOT	667392000001	OFFICE SUPPLIES	10/10/2013	89.36	.00	
	OFFICE DEPOT	681988948001	OFFICE SUPPLIES	11/07/2013	229.53	.00	
	Total 10-43-240 Office Supplies & Expense:				318.89	.00	
<b>51-40-240 Office Supplies &amp; Expense</b>							
	OFFICE DEPOT	CREDIT	OFFICE SUPPLIES - Credit	10/10/2013	543.47-	.00	
	OFFICE DEPOT	667392038001	OFFICE SUPPLIES	10/10/2013	15.10	.00	
	OFFICE DEPOT	667708266001	OFFICE SUPPLIES	10/11/2013	7.59	.00	
	OFFICE DEPOT	680110498001	OFFICE SUPPLIES	10/26/2013	427.49	.00	
	Total 51-40-240 Office Supplies & Expense:				93.29-	.00	
<b>10-43-220 Public Notices</b>							
	OGDEN PUBLISHING CORPOR	534388	PUBLIC NOTICES	10/14/2013	118.01	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 10-43-220 Public Notices:				118.01	.00	
<b>10-43-316 Elections</b>							
	OGDEN PUBLISHING CORPOR	534395	ELECTION NOTICES	10/15/2013	211.83	.00	
	OGDEN PUBLISHING CORPOR	533682	ELECTION NOTICES	10/27/2013	222.50	.00	
	Total 10-43-316 Elections:				434.33	.00	
<b>54-40-493 Storm Sewer O &amp; M</b>							
	OGDEN PUBLISHING CORPOR	533942	PUBLIC NOTICES	10/11/2013	640.82	.00	
	Total 54-40-493 Storm Sewer O & M:				640.82	.00	
<b>20-34-720 RENTAL - ACTIVITY CENTER</b>							
	OLADI, JUSTIN	111613	REFUND FAC RENTAL	11/16/2013	15.00	.00	
	Total 20-34-720 RENTAL - ACTIVITY CENTER:				15.00	.00	
<b>10-22500 HEALTH INSURANCE PAYABLE</b>							
	OPTICARE OF UTAH	43023	VISION PREMIUMS -	11/01/2013	74.39	.00	
	Total 10-22500 HEALTH INSURANCE PAYABLE:				74.39	.00	
<b>10-43-253 Equipment Maint. - Software</b>							
	QUALTRICS	27175	SURVEY SOFTWARE - GF	10/14/2013	1,250.00	.00	
	Total 10-43-253 Equipment Maint. - Software:				1,250.00	.00	
<b>51-40-250 Equipment Supplies &amp; Maint.</b>							
	QUALTRICS	27175	SURVEY SOFTWARE - WT	10/14/2013	625.00	.00	
	Total 51-40-250 Equipment Supplies & Maint.:				625.00	.00	
<b>52-40-250 Equipment Supplies &amp; Maint.</b>							
	QUALTRICS	27175	SURVEY SOFTWARE - SW	10/14/2013	625.00	.00	
	Total 52-40-250 Equipment Supplies & Maint.:				625.00	.00	
<b>10-43-241 Materials &amp; Supplies</b>							
	RELIABLE BUSINESS SYSTEMS	250391	TAX FORMS	10/29/2013	171.28	.00	

## SOUTH WEBER CITY CORPORATION

Payment Approval Report - by GL  
Report dates: 7/1/2013-11/30/2013Page: 6  
Nov 20, 2013 11:23AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 10-43-241 Materials & Supplies:				171.28	.00	
<b>20-71-482 Soccer</b>							
	SAMS CLUB	855	SOCCER SUPPLIES	10/08/2013	63.44	.00	
	Total 20-71-482 Soccer:				63.44	.00	
<b>20-71-486 Sr Luncheon</b>							
	SAMS CLUB	828	SENIOR LUNCH	10/11/2013	33.73	.00	
	Total 20-71-486 Sr Luncheon:				33.73	.00	
<b>20-71-610 Miscellaneous Supplies</b>							
	SAMS CLUB	923	HALLOWEEN PARTY AT FAC	10/25/2013	114.30	.00	
	SAMS CLUB	890	HALLOWEEN PARTY AT FAC	10/25/2013	81.87	.00	
	Total 20-71-610 Miscellaneous Supplies:				196.17	.00	
<b>10-43-313 Professional/Tech. - Attorney</b>							
	SMITH KNOWLES PC	307391	MONTHLY ATTORNEY FEES	10/31/2013	340.00	.00	
	SMITH KNOWLES PC	307392	MONTHLY ATTORNEY FEES	10/31/2013	1,300.00	.00	
	SMITH KNOWLES PC	307393	MONTHLY ATTORNEY FEES	10/31/2013	200.00	.00	
	Total 10-43-313 Professional/Tech. - Attorney:				1,840.00	.00	
<b>10-35-100 FINES</b>							
	SMITH, GARRETT	111313	OVERPMT ON COURT CASE	11/13/2013	10.00	.00	
	Total 10-35-100 FINES:				10.00	.00	
<b>10-72-494 Youth City Council</b>							
	TSI SPECIALTIES	OYC110813	TSHIRTS FOR YOUTH COUNCIL	11/08/2013	200.00	.00	
	Total 10-72-494 Youth City Council:				200.00	.00	
<b>10-36-900 SUNDRY REVENUES</b>							
	UNITA LAND COMPANY	110713	REFUND 1/2 SPECIAL MTG FOR PC	11/07/2013	225.00	.00	
	Total 10-36-900 SUNDRY REVENUES:				225.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
54-40-493	Storm Sewer O & M UNIVERSAL RENT ALL	151713	RENTAL EQUIPMENT	11/15/2013	407.00	.00	
Total 54-40-493 Storm Sewer O & M:							
					407.00	.00	
<b>10-43-370 Professional &amp; Tech. Services</b>							
	UTAH BUREAU OF CRIMINAL ID	201311E0146	BCI	10/25/2013	30.00	.00	
Total 10-43-370 Professional & Tech. Services:							
					30.00	.00	
<b>51-40-490 Water O &amp; M Charge</b>							
	VERIZON WIRELESS	110813	WIFI FOR GPS	11/08/2013	63.25	.00	
Total 51-40-490 Water O & M Charge:							
					63.25	.00	
<b>10-43-262 General Government Buildings</b>							
	WASATCH FIRE PROTECTION	11818	RECHARGE FIRE EXTINGUISHERS	11/15/2013	490.00	.00	
Total 10-43-262 General Government Buildings:							
					490.00	.00	
<b>10-42-242 Court Operating Expenditures</b>							
	WENDT, THADDEAU W	111313	ATTNY FEES	11/13/2013	150.24	.00	
Total 10-42-242 Court Operating Expenditures:							
					150.24	.00	
<b>20-21365 KNIGHTS FOOTBALL DEPOSITS</b>							
	WILCOX, HEIDI	111013	RETURN FOOTBALL EQUIP DEPOSIT	11/10/2013	150.00	.00	
Total 20-21365 KNIGHTS FOOTBALL DEPOSITS:							
					150.00	.00	
Grand Totals:					24,323.20	.00	

Dated: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

City Manager: \_\_\_\_\_



# SOUTH WEBER CITY COUNCIL MEETING

**DATE OF MEETING:** 12 November 2013

**TIME COMMENCED:** 6:00 p.m.

**PLEDGE OF ALLEGIANCE:** Councilmember Poll

**PRAYER:** Councilmember Hilton

**PRESENT: MAYOR:**

Jeff Monroe

**COUNCILMEMBERS:**

Joseph Gertge  
Randy Hilton  
Michael Poff  
Farrell Poll  
David Thomas

**CITY MANAGER:**

Rodger Worthen

**CITY RECORDER:**

Erika Ahlstrom

**Transcriber:** Minutes transcribed by Michelle Clark

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*A PUBLIC WORK MEETING was held at  
5:30 p.m. to REVIEW AGENDA ITEMS & WARRANT REGISTER*

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**VISITORS:** Troop #233, Scott Casas, Marlene Poore, Tammy Long, Jeff Judkins, Jayon Reeve, Matthew Stepley, Cooper Poll, Doug Clay, Casey Gray, Perry & Amy McCorkle, Calvin & Barbara Kap, Jared Johnson, Keith Kap, Cathie Soutas, Mark Dayton, Layne Kap, Lyle Jorgensen, and Chris Poll.

Mayor Monroe welcomed those in attendance including Troop #233.

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

**CONSENT AGENDA:**

♦ Approval of 22 October 2013 City Council Meeting Minutes

Councilmember Poff moved to approve the consent agenda. Councilmember Thomas seconded the motion. Councilmembers Gertge, Hilton, Poff, Poll, and Thomas voted yes. The motion carried.

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

**CANVASS – 2013 MUNICIPAL GENERAL ELECTION:** The City Council reviewed the 2013 canvass.

**Councilmember Thomas moved to approve the 2013 canvass for the Municipal General Election to declare Tammy P. Long as the candidate who sought election to the office of Mayor, and Marlene Poore, and Scott R. Casas as the candidates who sought election to the office of City Council within the board's jurisdiction, who had the highest number of votes, and who are thereby elected for Mayor and Councilmember seats respectively for the term 2014-2018. Erika called for the vote. Councilmember Gertge seconded the motion. Councilmembers Gertge, Hilton, Poff, Poll, and Thomas voted yes. The motion carried.**

**Councilmember Thomas moved to open the public hearing for Ordinance 13-17. Councilmember Poll seconded the motion. Councilmembers Gertge, Hilton, Poff, Poll, and Thomas voted yes. The motion carried.**

**\* \* \* \* \* PUBLIC HEARING \* \* \* \* \***

**ORDINANCE 13-17: An Ordinance Amending Title 10 Zoning Regulations Chapter 9 Sign and Lighting Regulations** Rodger Worthen, City Manager, stated this ordinance addresses the outdated regulations (i.e. political signs and location) and adds regulations for billboards. The city currently has six signs located within the city limits. There is also a minor change concerning political signs that will benefit the operations of campaigning.

Rodger stated the Planning Commission held a public hearing for this ordinance on September 26. Representatives from YESCO and Reagan Signs attended this hearing and expressed some concerns about the impact the draft ordinance had on their current signs that are located in South Weber, mainly portions of the proposed ordinance would have brought the existing signs out of compliance. Subsequently, staff met with these representatives to address their concerns and have made the necessary changes in the ordinance. The sign companies have been provided with a copy of the proposed ordinance and they are in agreement with what is presented. The Planning Commission recommended approval of Ordinance 13-17 on October 24.

Councilmember Thomas asked about the changes to digital billboards. Rodger explained digital signs are monitored around the clock including the brightness etc. Councilmember Thomas asked about the time frame of midnight and 6 am. for the digital face being frozen on one message. He asked if there is a reason for this. Rodger responded these hours are sent in the event the sign is near a residential area it would be less intrusive.

Jared Johnson, of YESCO, said he worked with the city staff and Planning Commission concerning the amendments to the ordinance. He explained the definition of a curfew. He said that would apply to a sign within a certain distance from a residential area. He said there are no signs within that distance at this time, but the ordinance does allow for signs to be moved as property develops. He said at night the light for a digital sign will illuminate less light verses the spotlights on a non-digital sign.

Concerning the Highway 89 corridor, the City Council discussed billboards being permitted in any non-residential zoning district along the Highway 89 corridor, within 200' of the Highway centerline, measured to the billboard pole. The Council was in agreement that the 200' should be amended to 300', as was recommended by the Planning Commission.

**Councilmember Thomas moved to close the public hearing for Ordinance 13-17.**

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

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Councilmember Thomas moved to approve Ordinance 13-17 including the amendment from 200 ft to 300 ft. regarding Highway 89. Councilmember Hilton seconded the motion. Erika called for the vote. Councilmembers Gertge, Hilton, Poff, Poll, and Thomas voted yes. The motion carried.**

**EASTON VILLAGE FENCING REQUIREMENT – Layne Kap**

Layne Kap, representing Easton Village Subdivision, approached the City Council. He said when they went through Phase 1 he was told they wouldn't be required to fence the north side of Lester Street. Layne claims that Brandon Jones, City Engineer, told him he doesn't think it needs to be fenced considering there is a reasonable barrier. Mr. Kap referenced Section 11-4-13 which is as follows:

**11-4-13: FENCING:**

A. Bordering Agricultural Land: Where land used for agricultural purposes lies adjacent to a subdivision, a six foot (6') high fence is required between the subdivision and the agricultural land. The purpose of the fence is to provide a reasonable barrier so that residents of, or visitors to, the subdivision are not inadvertently exposed to the dangers of the farm or livestock. Fencing required under this provision is not for the purpose of keeping livestock out of the subdivision. Responsibility for keeping livestock contained on the agricultural property remains the responsibility of the owner of that livestock. After receiving a recommendation from the planning commission, the city council may require any type of fence that provides a reasonable barrier to humans. Required fences shall be installed entirely within the subdivision property unless a property line fence is agreed to by the owner of the adjoining agricultural property by written agreement signed by all property owners involved. Such agreement shall be provided to the city prior to final plat approval by the city council.

Rodger said the city engineer doesn't have the authority to negotiate to change the ordinance. Rodger received a phone call from Mr. Dayton today concerning debris that is blowing from the construction site; he said a fence would prevent this from occurring. Councilmember Poff isn't sure if this is the right forum to discuss this item or if it goes to an appeals authority. Mayor Monroe said the city council is not the appeal authority and there would be a standard that Mr. Kap would have to go through for an appeal. Councilmember Thomas said the ordinance does state, "the city council may require any type of fence that provides a reasonable barrier to humans". He isn't sure Lester Drive will keep individuals from the agricultural properties. Mr. Kap discussed children who walk through the field to get home from school because it is safer to use the field verses South Weber Drive. Mr. Kap said Phase 1 didn't require a fence. Mr. Kap said at some point in the future that property will be developed and that 6 ft. chain link fence would come down. Councilmember Poff said he understands there is a certain amount of expectations and it does help individuals safeguard their agricultural property. He doesn't know of any development that the city hasn't required a 6 ft. fence between agricultural property. Mr.

Kap said he understands that but after sitting in a meeting with the City Engineer and city staff, and then they go through the process and now they are told they need a fence. Councilmember Thomas said the city engineer can give advice but he can't decide for us. Councilmember Gertge said the city council has to enforce the ordinance as read. Councilmember Hilton said as he looks at this, there are reasons why a fence would need to be installed on the west and north end of this property. Councilmember Poff asked if we don't require a fence, are we creating a situation for agricultural property owners to appeal?

**Councilmember Thomas moved to deny the request to not install a fence. Councilmember Poff seconded the motion. Councilmembers Gertge, Hilton, Poff, Poll, and Thomas voted yes. The motion carried.**

**Chris Poll, 1077 E. South Weber Drive**, discussed the sewer line and said their ground is about three feet below the road. He said the city needs to help protect the landowners surrounding the development. He feels this developer should already have street lights, etc. in place before building any homes.

**Mark Dayton, 7325 S. 1550 E.**, also has land adjoining this property. He quoted from the 12 August 2012 City Council minutes in which Mayor Monroe stated he will have to follow ordinance regarding the fence. He said if Mr. Kap wasn't aware of it then why is his own company pulling back the dirt for a fence?

**Lyle Jorgensen, 7420 S. 1025 E.**, said his property borders this subdivision. He asked why there is no fence installed where the road ends? Mr. Kap said he was waiting for this meeting.

Mr. Kap said the road was raised for the storm drain and not the sewer because property owners around them weren't cooperating with them. He met with Rodger concerning the fence on Lester. He discussed the installation of concrete barriers. Councilmember Gertge discussed putting temporary reflectors at the end of the road.

Marlene Poore, would like clarification on the appeal authority. Rodger said as per city ordinance, the appeal authority will be a land use authority attorney, who will be appointed by the mayor.

Lyle Jorgensen discussed a fire lane. He said there is no way a fire truck can get up on that road. Rodger said the fence will block off Lester Street.

#### **MAYOR'S ITEMS:**

**Veteran's Day:** Mayor Monroe said yesterday was Veteran's Day and he appreciates the Youth Council putting the flags up.

#### **CITY COUNCIL ITEMS:**

**Councilmember Poff:**

**Youth Council:** They recently held a food drive at South Weber Elementary School and High Mark Charter School. They also installed the flags for Veteran's Day. He said there are

about 15 flags that might need some repair. He suggested putting in the newsletter if anyone would like to donate a flag. Mayor Monroe suggested taking an inventory and possibly put flag replacement in the budget. Councilmember Poff suggested having scout troops sign up to put up and take down the flags. Councilmember Gertge asked if Councilmember Poff would let the Youth Council know how much we appreciate them. Councilmember Poff also suggested installing a flagpole at every city park.

**CITY MANAGER ITEMS:**

**Newly Elected Officers:** He suggested the newly elected officers schedule a time to meet with the city staff for training.

**ADJOURNED:** Councilmember Poff moved to recess the City Council meeting at 6:49 p.m. for five minutes and then enter into a closed executive session for the purpose of discussion of character, professional, competence, or physical or mental health of individual(s). Councilmember Gertge seconded the motion. Councilmembers Gertge, Hilton, Poff, Poll, and Thomas voted yes. The motion carried.

**APPROVED:** \_\_\_\_\_ Date

Mayor: Jeff Monroe

Transcriber: Michelle Clark

Attest: \_\_\_\_\_  
City Recorder: Erika Ahlstrom

NOVEMBER 12, 2013

## WORK/DISCUSSION MEETING PRIOR TO CITY COUNCIL

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

Visitors: Scott Casas, Jared Johnson, Marlene Poore, Tammy Long, Scout Troop #233.

Councilmember Poll moved to enter into a work session. Councilmember Gertge seconded. Work meeting commenced at 5:35 p.m.

*Consent Agenda and Warrant Register:* Councilmember Hilton questions the fire expenditures for pants, coats, fire equipment, asking how frequent these purchases are made. Rodger responded that the department rotates the equipment out, purchasing two or three new sets every year. The “turnouts” need to be inspected and they have a recommended lifetime expectancy. The developer of Cottonwood Cove will reimburse the city for the street signs.

*Ordinance 13-17 Amending Sign & Lighting Regulations:* Rodger said the Utah League of Cities and Towns has been looking at electronic billboards over the last few years, and South Weber does not currently have a billboard ordinance. The council had been provided with a letter to Orem from the ACLU regarding political signs and freedom of speech.

*Easton Village Fencing Requirement:* Rodger said Layne Kap is coming in to dispute the need for him to put in a fence along the north boundary of Easton Village, as Mr. Kap believes the road is a sufficient barrier. The City Code requires a fence between developments and agricultural land. It was discussed that the end of Lester Drive needs to be taken care of.

Councilmember Gertge moved to go into the regular session. Councilmember Hilton seconded.

Work meeting adjourned at 5:54 p.m. Work meeting minutes by Erika Ahlstrom.

**SOUTH WEBER CITY  
CITY COUNCIL WORK MEETING**

**DATE OF MEETING:** 19 November 2013

**TIME COMMENCED:** 5:35 p.m.

**PRESENT:** MAYOR:

Jeff Monroe

COUNCILMEMBERS:

Joe Gertge

Randy Hilton

Michael Poff

Farrell Poll

Dave Thomas

CITY MANAGER:

Rodger Worthen

CITY RECORDER:

Erika Ahlstrom

Visitors: Scott Casas, Marlene Poore, Bob Bergman, Tammy Long,

Councilmember Poll moved to convene the work meeting. Councilmember Gertge seconded. Work meeting commenced at 5:35 p.m.

**SIDEWALK SNOW REMOVAL:** ( Rodger explained that in response to the City Council's concern over snow removal for the sidewalk leading to the Charter School, staff has provided a draft to insert the exception to 7-1-2. He said the sidewalk was installed on South Weber Drive near the Charter School to address safety concerns. He said the sidewalk is adjacent to unique pieces of property that are in agricultural use and where it would be difficult for the owner to maintain that amount of sidewalk. Rodger stated there are other communities that take responsibility of snow removal on these types of properties, such as West Point, Nibley, Saratoga Springs. No ordinances were found that cover this, however. Rodger said the city needs to look at an ordinance and a means of doing it. )

Mayor Monroe said the city and UDOT put in sidewalks adjacent to the Charter School, and now the question is who is going to take care of snow removal. Bob Bergman said he has received letters to the effect that he is responsible for the sidewalk in front of the storage units, and he assumed that would be the case. Rodger said the school has indicated they are not interested in participating in the snow removal that is not in front of their property. Councilmember Gertge asked if the best option is to hire someone to do the rest. Rodger said he contacted UDOT, and they don't do it. He said he also called the Utah Local Governments Trust regarding regarding posting a sign "use at your own risk", and they said this would not help with liability. Councilmember Poll said in hindsight when the school came in for approval they should have addressed this as a safety issue. The City should have told them we don't have the infrastructure coming into the school. Councilmember Poll said his mother owns some of the land that leads to the school, and he feels for anybody who has property that a sidewalk doesn't benefit them as a landowner, such as Jeff Clifford. Councilmember Poll said the City benefits maintaining it as if it were a trail, and the School benefits and they should have to commit resources to this effort. He said he doesn't think it is fair, since no one was asked for permission to put sidewalk in, although the City was glad to get the funds from the state for the sidewalk. He said the sidewalk benefits the residents the most. Councilmember Poll said it is wrong for the school to give a deaf ear because they have the biggest interest in having clear sidewalks. Councilmember Gertge said it is safer regardless, he has talked to other cities that have similar issues, and it is what it is and we need to take care of it; it is of value to the City for safety of citizens.

Councilmember Gertge asked if the crossing flags that have been put at the corner of South Weber Drive and the Frontage Road causes a liability issue.

Councilmember Hilton said it looks like we are going to be stuck with cleaning the sidewalks. He suggested contacting the school's contractor to do the job, as long as they're there. Rodger said that is an option. He said buying new equipment and having staff do it is not a good idea. Councilmember Gertge commented that wind is an issue. Bob Bergman said before the school went in, the city said (the property owner) needs to be responsible to clean it. He said he is willing to do what is expected of both sides of him.

Councilmember Poll said the school needs to inform the parents and students the danger of using the sidewalk. Councilmember Thomas proposed inviting the school representatives to the next City Council meeting to discuss the issue.

**CITY MISSION, VISION AND VALUES:** Councilmember Gertge suggested we postpone this issue for the new council to discuss. He said the mission, vision and values should continue to be flexible.

**OTHER ITEMS:** A date was set for the January retreat; January 30. This will be an all-day meeting.

Councilmember Gertge asked if the council can revisit the minutes of April 16 and May 21. These minutes elude to him wanting to raise taxes, and he wants to clarify what he said. Erika will listen to the recordings and these will be reopened for reapproval. Councilmember Gertge said it would behoove the council to read the minutes a little closer.

Councilmember Pol left the meeting at this time. (5:56)

Councilmember Hilton said he received information at the RAB meeting about the base's air sampling program. He reported that in Operable Unit 1 there were 17 homes contacted for sampling; 14 homes agreed to the sampling – 12 had no detection and two had a small detection below the line they deem problems with. In Operable Unit 2, ten homes were contacted, 8 were sampled and had no detection. Councilmember Hilton said he also asked about maps and boundary lines. The base representative said that those maps are like gridlines on a topographical map, and there is no fine line where it stops. There is lesser concentration at the edge of the lines. Councilmember Thomas said what is provided by the base is the best data we have. He said he had their expert chart over time, each well, how it was measured, what the detection was, through time, and it looks as if the plumes are shrinking. Councilmember Thomas said he thinks this data is what we should use when we make decisions. Councilmember Hilton stated that Brent Poll says the base isn't doing enough and thinks (the Operable Units) are growing. Councilmember Thomas said if what they are doing (to solve the problem) wasn't doing anything the data would be static. Councilmember Poff clarified that Mr. Poll is saying the base isn't doing enough. He said regarding the air sampling, nobody wants to have their air sampled because it hinders the home value. Mayor Monroe said that when Dr. Carter comes in and presents information he should use updated information because he is using 1994 information. Councilmember Thomas said the problem is they (Mr. Poll and Mr. Carter) haven't done any testing on their own; the only one doing testing is the Base. He said that having the maps with the actual data is important to have, and to get updates from the base because they sample the wells on a schedule, so the maps we have today can be updated with the new data. He said we will have an ongoing document to refer to when developments come up so we can make good decisions based on actual data. Councilmember Hilton said the plumes are in the ground water, so when you build a house you are above it.



**Councilmember Gertge moved to adjourn to a closed executive session at 6:07 p.m. as per Utah Code 53-4-204 & 52-4-25 for the purpose of discussion of character, professional competence, or physical or mental health of individual(s). Councilmember Hilton seconded the motion. Councilmembers Poll, Poff, Gertge, Hilton and Thomas voted yes. The motion carried.**

Minutes by \_\_\_\_\_  
Erika Ahlstrom, City Recorder

# **SOUTH WEBER CITY COUNCIL**

## **Staff Backup Report**

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Date of City Council Meeting: **26 November 2013** (Public Hearing)

Title: **Resolution 13-19 Final Plat Easton Village Phase 1 Amended**

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### **RECOMMENDATION**

Approve Resolution 13-19 Amending Easton Village Subdivision Phase 1 with the condition that a Boundary Line Agreement is recorded. If this is not done, the amended subdivision plat should not be recorded and the original plat must remain as it is presently recorded.

### **BACKGROUND**

The Easton Village Subdivision plat that is currently recorded matches the property lines according to County records. However, it does not match the existing fence along Jorgenson's and Mitchell's property. The fence has encroached onto Kap's property approximately 9 feet. Both the Jorgensons and the Mitchells have been using this 9 feet for a very long time. Since recording the plat for Phase 1, Layne has decided to honor the fence as the property line and essentially "give" Jorgensons and Mitchells the 9 feet that they have been using. In order to accomplish this, an Amended Plat is needed (and has been provided) as well as a Boundary Line Agreement. A Boundary Line Agreement would essentially state that all property owners located on both sides of the fence are agreeing that the fence delineates the property line. The western boundary line of the proposed Easton Village Subdivision Phase 2 plat corresponds with the proposed amended boundary line of the amended plat (both corresponding with the existing fence).

A Boundary Line Agreement is needed in order to honor the fence line as the property line for the following two reasons:

1. The existing fence is not located on the property line.
2. The Easton Village recorded plat now has recorded lots on the 9 feet in question.

If we tried to record the amended plat and the phase 2 plat as they are currently proposed WITHOUT the Boundary Line Agreement it would leave a 9 foot strip of no-man's land. In the event that all parties will not sign the Boundary Line Agreement, then the recorded plat must remain as it is and the new fence needs to be installed on the recorded property line. If this is done, then Easton Village Subdivision Phase 2 needs to be redrawn to match the recorded property line.

If the amended plat is not recorded, then an additional 9' of Lester Street needs to be constructed at the west end and a new fence installed on the recorded property line.

# **RESOLUTION 13-19**

## **FINAL PLAT: EASTON VILLAGE SUBDIVISION PHASE ONE AMENDED**

**WHEREAS**, the South Weber City Planning Commission reviewed the amended final plat for Easton Village Phase One 16-lot at a public hearing on 26 September 2013, and has recommended approval of the amended final plat; and

**WHEREAS**, the South Weber City Council reviewed the amended final plat for said subdivision at a public hearing on 26 November 2013.

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

1. A Boundary Line Agreement needs to be signed by all property owners adjacent ot the west line of this subdivision.

**PASSED AND APPROVED** by the City Council of South Weber this **12<sup>th</sup> day of November, 2013.**

\_\_\_\_\_  
**MAYOR: Jeffery G. Monroe**

ATTEST:

\_\_\_\_\_  
**Erika J. Ahlstrom, City Recorder**




CONSULTING ENGINEERS

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**MEMORANDUM**

TO: South Weber City Mayor and Council

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  
Erika Ahlstrom – South Weber City Recorder

RE: **EASTON VILLAGE SUBDIVISION FIRST AMENDMENT  
Final Review**

Date: November 21, 2013

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Our office has completed a review of the final plat for the Easton Village Subdivision First Amendment. We recommend approval subject to the following items be addressed prior to recordation of the plat.

1. A Boundary Line Agreement needs to be signed by all property owners adjacent to the west line of this subdivision.

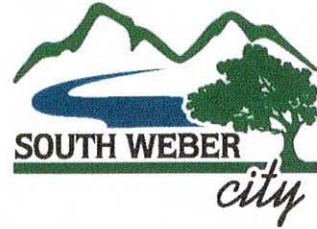
*If this is not done, then this amended subdivision plat should not be recorded and the original plat must remain as it is presently recorded. And, if this amended plat is not recorded, then an additional 9' (approximately) of Lester Street needs to be constructed at the west end and a new fence installed on the recorded property line.*

**For Office Use Only**

Fees received by: Front Date of submittal: 9-9-13  
Amount Paid: \$ 30 Receipt #: 131765916

Initial Review, all of the required supporting materials have been provided: ES

PC/CC Meeting Date: 9-26-13



**Final Plan Application**

Project/Subdivision Name: Easton Village Phase I \* Amended \*  
Approx. Location: 1075 E. Lester St.  
Parcel Number(s): \_\_\_\_\_ Total Acres: \_\_\_\_\_  
Current Zone: \_\_\_\_\_  
Surrounding Land Uses: \_\_\_\_\_  
Number of Lots: 816 # Lots Per Acre: \_\_\_\_\_  
Phase: 1 of 3 PUD: Yes / No

**Contact Information**

**Developer or Agent**

Name: Layne Kap  
Company Name: Kasthe Rock  
Address: 8085 So. Junction Ct  
City/State/Zip: So. Weber UT 84405  
Phone: 801-725-5510 Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Best Way/Preferred Method of Contact:**

☒ Email ☒ Phone ☐ Fax ☐ Mail

**Developer's Engineer**

Name: Reinert Assoc  
Company: \_\_\_\_\_  
License #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Best Way/Preferred Method of Contact:**

☒ Email ☐ Phone ☐ Fax ☐ Mail

**Surveyor**

☒ Check here if same as Engineer

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
License #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Property Owner(s)**

☒ Check here if same as Developer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## Final Plan Requirements

- ☐ Complete all conditions/requirements set by the Planning Commission at Preliminary Approval
- ☐ Finalized Draft of Covenants, Conditions, and Restrictions (if applicable)
- ☐ Finalized Storm Drain Calculations
- ☐ Any applicable agreements finalized, signed, and proof of recording with county provided (agreements with South Weber City must be finalized and remain unsigned)
- ☐ Finalized set of certified, stamped construction drawings and specifications as prepared by a licensed civil engineer\*\*

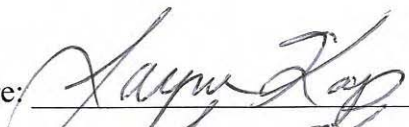
\*\*One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (the north area to point up or to the left):


- ☐ Format of Final Plat for Recording Required by the County

\*All plans must be prepared and stamped by a licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.

## Applicant Certification

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that The City of South Weber may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as any fees associated with any City Consultant (i.e. engineer, attorney). The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's Signature:  Date: 9-9-13

Property Owner's Signature:  Date: 9-9-13

## Emily Thomas

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**From:** Layne <layne@kastlerockexcavation.com>  
**Sent:** Tuesday, September 10, 2013 12:52 PM  
**To:** Emily Thomas  
**Subject:** Re: Missing Info Needed Easton Village Phase 1 Amended Plat

**Importance:** High

To South Weber City  
RE: Easton Village Phase 1 Amended Plat

We would like to amend Easton Village #1. On the west property line there is a property line dispute and do not want it to affect the property owners of our subdivision as they build their homes. We are considering giving property to the adjacent property owner, but need time to decide on this problem. We don't want to drag all owners through this, as we are selling lots quickly.

Thank you for your time,

Layne Kap

On Sep 10, 2013, at 10:28 AM, Emily Thomas wrote:

Hi,

I received what I need for phase 2 of Easton Village, but am missing the information for the amended plat.

Please complete the attached application and provide a response to this email detailing what it is that is being amended/reason for amending. I did receive the plat and fee for the amendment ☺

I need this info ASAP.

Thanks,

*Emily Thomas*

Deputy Recorder  
South Weber City

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<Final Plan Application 2012.pdf>







# **SOUTH WEBER PLANNING COMMISSION MEETING**

**DATE OF MEETING:** 26 September 2013

**TIME COMMENCED:** 6:31 p.m.

**PRESENT:** **COMMISSIONERS:**

Delene Hyde  
Tim Grubb  
Rob Osborne  
Rod Westbrook  
Rorie Stott

**CITY PLANNER:**  
**CITY ENGINEER:**  
**DEPUTY RECORDER:**

Barry Burton  
Brandon Jones  
Emily Thomas

**TRANSCRIBER:**

Michelle Clark

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A WORK MEETING WAS HELD PRIOR TO THE REGULAR PLANNING COMMISSION MEETING AT 6:00 P.M. TO DISCUSS AGENDA ITEMS, CORRESPONDENCE, AND/OR FUTURE AGENDA ITEMS

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**VISITORS:** Layne Kap, Judith Poll, Marino Totalos, Lilian DeLong, Lyle Jorgensen, Owen & Marie Cash, Louise Cash, Donna Poll, Lisa Carter, Nate Sechret, Kirk Redford, Kris Springer, and Kirsten Knowles.

**DECLARATION OF CONFLICT OF INTEREST:** There was no conflict of interest declared by the Planning Commission.

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

**APPROVAL OF 27 JULY 2013 MEETING MINUTES:** Commissioner Osborne moved to approve the minutes of 27 July 2013. Commissioner Grubb seconded the motion. Commissioners Hyde, Grubb, Osborne, and Stott voted yes. Commissioner Westbrook abstained. The motion carried.

**APPROVAL OF 22 AUGUST 2013 MEETING MINUTES:** Commissioner Stott moved to approve the minutes of 22 August 2013. Commissioner Grubb seconded the motion. Commissioner Grubb, Osborne, and Stott voted yes. Commissioners Hyde and Westbrook abstained. The motion carried.

Commissioner Westbrook moved to open the public hearing to amend the subdivision application for Easton Village, Phase 1, (16 lots) located at approximately 1160 East Lester Drive, Developer, Layne Kap. Commissioner Grubb seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbrook voted yes. The motion carried.

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Amend Subdivision Application: Easton Village Amendment to Phase One (16 lots), located at approximately 1160 East Lester Drive, Developer: Layne Kap: Layne Kap, 8085 S. Junier Ct,** explained that with the property line disagreement on the west end of this property, they decided it would be easier to amend the plat. This will shorten up the lots. Three out of four lots are sold, and the property owners have been made aware of the fence line. They will move the line back and install a chain link fence next week.

Commissioner Hyde asked for public comment.

**Lyle Jorgensen, 7420 S. 1025 E.,** said his property is west of this subdivision. He asked if anyone on the Planning Commission has seen the road which is 3 ft. higher. He said the road is the “laughing stock” of the city. Lyle said he wants a privacy fence and not a chain link fence. Commissioner Grubb said a 6 ft. chain link is required by the city code. Commissioner Hyde explained the chain link fence is required to separate residential from agricultural property. Mr. Jorgensen said he is against the fire lane. Commissioner Hyde said that will be the next agenda item.

**Jared Poll, 1150 E. South Weber Drive,** said obviously it is difficult to have development in your backyard. He understands Layne has a right to develop his property. Layne Kap explained that originally he was not required to install a fence along the north side because he isn’t installing homes along that side. Jared read from the ordinance and stated the purpose of the fence. Emily said she couldn’t find anything in the minutes that states the developer isn’t required to install a fence along there. Commissioner Grubb said the City Council is the policing body and he suggested Mr. Poll contact them.

Brandon Jones, City Engineer, said the Planning Commission needs to make sure there is a signed boundary line agreement. If the ownership of the lots has changed title, then any owners within that plat would need to sign the plat and boundary line agreement. Layne discussed putting the boundary of the subdivision and the 8 ft. strip with phase 2. Barry said there needs to be a quit claim deed or boundary line agreement for the 8 ft. strip of property.

**Commissioner Grubb moved to close the public hearing to amend the subdivision application for Easton Village to Phase One (16 lots), located at approximately 1160 East Lester Drive, Developer, Layne Kap. Commissioner Stott seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbrook voted yes. The motion carried.**

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

Commissioner Grubb asked how many lots have been sold in this phase. Layne said there are four owners. He said three of those are sold to outside parties. Commissioner Hyde asked why the street hasn’t been completed. Layne said we just haven’t got to it. Commissioner Grubb said it has to be completed before final occupancy.

The Planning Commission discussed Brandon Jones letter of 19 September 2013. Brandon said according to what is recorded at the county, the property line is where the fence is located. He

said either the road is built to the fence line or removed back to this property. It was stated that the developer did stop at the fence line.

**Commissioner Grubb moved to approve the amended subdivision application for Easton Village amendment to Phase One (16 lots), located at approximately 1160 East Lester Drive for Developer, Layne Kap with the following conditions:**

- 1. Prior to recording of amendment, the developer must include a boundary line agreement with adjacent owner to the west; or a quit claim deed to clear up any gaps along the west line.**
- 2. Address all items on Brandon Jones, City Engineer's, letter of 19 September 2013 to not include item #5 which is no longer an issue.**

**Commissioner Westbroek seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbroek voted yes. The motion carried.**

**Recommendation to City Council to Amend December 11, 2012 Development Agreement between South Weber City and Calvin Kap, Keith Kap, and Layne Kap:**

Commissioner Hyde said the ordinance was amended after the agreement was approved. Barry said the recommendation is to amend the agreement to coincide with the ordinance. Brandon Jones, City Engineer, said he supports the agreement matching the current city code and allows up to the 30 lots. He said the agreement allows for phase 1 before two means of ingress/egress. Layne explained that when the development agreement was made the city code didn't require a number of lots for the other road. He said they agreed they wouldn't do another phase until we had two ways out. Since then the city code has been changed to put a number of 30 units for two ways out.

**Commissioner Grubb moved to approve the amendment to 11 December 2012 development agreement between South Weber City and Calvin Kap, Keith Kap, and Layne Kap and to recommend the developer follow the City code allowing up to 30 units. Commissioner Stott seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbroek voted yes. The motion carried.**

**Commissioner Grubb moved to open the public hearing for the preliminary and final application for Easton Village Phase Two Preliminary & Final Plat (8 lots) located at approximately 1160 East Lester Drive, Developer, Kastlerock Excavation. Commissioner Stott seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbroek voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Preliminary and Final Subdivision Applications: Easton Village Phase Two Preliminary & Final Plat (8 lots), located at approximately 1160 East Lester Drive, Developer: Kastlerock Excavation:** Layne Kap said they are looking at doing another phase on their project. He is requesting to do eight more lots.

**Joe DeLong, 7382 S. 1025 E.,** he said the city engineer's recommendation is that the road goes through our living room. He said in 2012 this project was discussed and now it is 2013 and he is

# **SOUTH WEBER CITY COUNCIL**

## **Staff Backup Report**

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Item No:       **Resolution 13-20 Easton Village Amend Development Agreement**

Date of Meeting:   **26 November 2013**

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### **Background**

Upon approval of the Easton Village Phase One development, the developer entered into an agreement with the City for the development. In addition to entering into a cost share for the regional detention basin, the agreement also permitted them to move forward with the subdivision prior to meeting the requirement for a second ingress/egress (see Recital J of agreement and Item 3).

At the time of this agreement, City Ordinance required a second ingress/egress for this development. This exception was allowed because there were/are extenuating circumstances out of the control of the developer that would have halted development altogether. The developer, in exchange for this allowance, was required to install a temporary fire access along 1025 east and a fire crash gate. This has not been completed and there is a three to four foot drop off between the adjoining property and equipment is parked along the road making it impossible to get through.

Since the time of the agreement, the City Ordinance has been amended to allow developments up to 30 units (including existing parcels/developments). Phase one has 16 lots, and proposed phase two, 8 lots, and existing parcels, so the development is under the allotted 30 units (per the new ordinance). This now makes the current development agreement stricter than current ordinance.

### **Conclusion**

The amended agreement would allow the development to proceed with up to 30 lots (per ordinance) without a second access.

# **RESOLUTION 13-20**

## **DEVELOPMENT AGREEMENT AMENDED EASTON VILLAGE SUBDIVISION**

**WHEREAS**, on the 28<sup>th</sup> of August 2012, the City Council approved to enter into a Development Agreement with the Developers of Easton Village Subdivision and agreed to pay its percentage of the construction costs of a regional detention basin as identified in the agreement; and

**WHEREAS**, the original Development Agreement stated that the Developer will not be allowed additional development of the Property without the construction of a second ingress/egress route; and

**WHEREAS**, the Developer desires to develop Easton Village Phase 2 at this time, which will add an additional 8 lots to the Easton Village Subdivision, in which 16 lots were developed in Phase 1; and

**WHEREAS**, the City Code requirements have since changed, allowing a total of 30 lots to be developed without a second access; and

**WHEREAS**, the City Council has reviewed an amended Development Agreement that addresses the requirement of the construction of the second ingress/egress routes, which will allow the Developers to proceed with this second phase of development without the second ingress/egress route.

**NOW THEREFORE**, be it resolved that the City Council of South Weber resolves to enter into the attached Amended Development Agreement with said developers.

**ADOPTED** by the City Council of South Weber this **26<sup>th</sup> day of November, 2013.**

**APPROVED**

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**Jeffery G. Monroe, Mayor**

**Attest:**

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**Erika J. Ahlstrom, City Recorder**

## **DEVELOPMENT AGREEMENT (AMENDED)**

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered to be effective the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between SOUTH WEBER CITY, a Utah Municipal Corp. ("City"); and LAYNE KAP, CALVIN KAP, KEITH KAP ("Developers"). All parties shall hereinafter be referred to collectively as the "Parties" and sometimes individually as a "Party" or by said party's given name or individual designation as the case may be.

### R E C I T A L S:

- A. The Developers represent that they own certain real property or authorized agent for certain real property located within the City. (The "Property" as referenced in "Exhibit A");
- B. The Developers wish to develop or otherwise improve the Property pursuant to the City's subdivision, zoning and land use planning ordinances and requirements, specifically development of Easton Village Subdivision;
- C. As such, the Developers would be required by ordinance to install a detention basin for each property or subdivision as the case may be;
- D. The City also has a desire to participate in the construction of a regional detention basin to serve as the primary detention for certain properties owned by the city upstream from the regional detention basin;
- E. Therefore, the City has determined that given the proximity of the respective properties of the Developers, it is not as cost effective to install, maintain and regulate several, separate detention basins and that one larger detention basin sufficient to service the Property is more feasible, cost effective and efficient;
- F. Said proposed combined detention basin reduces the City's long-term operation and maintenance costs and creates a better value for the city at large;
- G. The proposed Easton Village Subdivision itself requires at least two (2) ingress and egress routes independently to and from the subdivision in order to be approved and meet City ordinances, however;
- H. The current proposed subdivision, although proposing two roads in and out of the subdivision, effectively only contains one ingress and egress point, because the road (Lester Street) upon which the two roads internal to the subdivision empty, dead-ends or terminates just west of the proposed subdivision;
- I. The property or other rights necessary to achieve the required ingress and egress routes as established above has not yet been secured and the Developers desire to proceed with the approval process of the subdivision phase one and phase two.
- J. The Developer will not be allowed any additional development of the Property without the construction of a second ingress/egress route, conclusive with construction of phase ~~of phase three or up to 30 total units in the development (from the intersection of Lester Street and 1160 East).~~ two.
- K. Said ingress/egress road shall be connected to a viable public road that effectively allows ingress and egress to and from the subdivision in opposite directions and shall be

constructed by the Developers to meet all current city standards at the time of development.

L. Installation of fencing with reflective signs per MUTCD standards on the West-end terminus of Lester Drive.

L. An emergency access shall be established on the private access easement owned by developers from 1025 East to west end of proposed Lester Street for use in the event of emergency until such time as a second ingress/egress route is established with construction of phase two.

**NOW THEREFORE**, the Parties hereto intending to be legally bound and in consideration of their respective undertakings made and described herein, and for other good and valuable consideration, do agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part thereof.

2. **Detention Basin Project.** The City desires to participate in the expansion of an existing regional detention basin located within the Easton Village Subdivision and adjacent to the Kap Subdivision located at approximately 1160 East Lester, South Weber City, Utah (the "Project"). The Project includes construction/expansion of the regional detention basin. The Project does not include any pipe up-sizing through the Property.

The Project results from the Developer's need to detain storm water runoff in connection with their development and the City's desire to consolidate detention basins and to mitigate against the increasing number of smaller detention basins throughout the City. The Project shall be managed and constructed by the Developers as designed by the Developers' Engineer and as approved by the City Engineer. The analysis giving rise to the specifications of the Parties' contributions is attached hereto as Exhibit "B." The Concept Plan for the Project and areas to be served by the Detention Basin is attached hereto as Exhibit "C." The estimated cost share analysis is attached hereto as Exhibit "D."

A. **Consideration.** The Parties have agreed to participate jointly in the cost of construction of and land value for the Project, which will service all associated properties and alleviate the potential need for separate detention basins.

The Parties agree to participate on a percentage basis as follows:

South Weber City	55%
Developers: Layne Kap, Calvin Kap, Keith Kap	45%

The Project (including construction of the detention basin and the value of the property upon which the detention basin is located), is estimated to cost \$164,192.30 (\$58,000.00 for Construction and \$106,192.30 for Property), as shown in "Exhibit D." A "Detention Basin Cost Share Agreement" previously entered into by the City and Developers on this same property required the City to pay \$36,367.77 for property upon which the detention



basin was located. The detention basin referenced in this previous agreement is being replaced by the detention basin referenced in this agreement. The City is therefore receiving a credit of \$36,367.77 toward the property value portion of their obligation. Thus, the City's obligation in this agreement is \$53,367.77 and the Developer's obligation in this agreement is \$73,886.54. The Construction portion in this agreement is an estimate and could ultimately cost more or less, thereby decreasing or increasing each Party's ultimate contribution as the case may be. The respective shares are indicative of the amount of storm water each participating property, once developed, is likely to contribute to the regional basin, regardless of the actual amount of such storm water contribution ultimately. The City shall deposit with the Developers one quarter (1/4) of said respective estimated share of the total cost of construction within thirty (30) days of recordation of this agreement. The Developers will be responsible to hire any and all contractors and subcontractors and shall pay for the Project subject to the City's contributions and reimbursement obligations set forth herein. Once the Project is considered, by the Parties, to be substantially complete, the City shall pay one quarter of the the remaining portion every year of their respective share of the final construction cost to the Developers until the total cost of the detention basin construction is repaid to the Developers. The total or final construction cost shall include the entire gross amount of the contract, which shall include material and labor costs.

**B. The Role of the Parties.** The Developers shall act as the Owner on the Project and the sole payer on the contract for the construction of the Project, subject to the Parties' payment obligations set forth herein. This Agreement does not create, nor is intended to create, a partnership, joint venture or any other business entity or relationship between the Parties, except for the express contractual and independent obligation of payment set forth herein. The Parties to this Agreement do not have the authority to bind or otherwise obligate any other Party to this Agreement individually or collectively to a third party or person in any capacity whatsoever.

**C. Escrow:** The Developers shall escrow funds for the Project prior to recordation of the Easton Village Subdivision Phase 1 Plat.

**3. Ingress/Egress Road and Emergency Access:** The Developers are required to install at least two (2) ingress and egress routes for the subdivision with the next phase of development of the Property (phase three or 30 total units from the intersection of Lester Street and 1160 East). ~~A temporary emergency access shall be established on the developers private access easement from 1025 East to proposed west end "stub" of Lester Street for use in the event of emergency until such time as a second ingress/egress route is established.~~

~~**A.—Consideration and Developer Obligation.**~~ The Developers shall construct a second ingress/egress in the next phase of development (phase three or 30



total units from the intersection of Lester Street and 1160 East) of the property. Said ingress/egress road shall be connected to a viable public road and shall be constructed by the Developers to meet all current City standards at the time of development. By way of example and not limitation, an extension of Lester street west to a point allowing it to connect with another City road allowing independent access to and from the subdivision in addition to the current access, shall be constructed by the Developers, and shall meet all current City standards at the time of development and construction. This obligation may require the Developer(s) to acquire additional properties or other necessary rights to use said properties in order to meet these obligations. Said acquisitions shall be the sole obligation of Developer(s) and shall be achieved at their sole cost and expense, unless otherwise agreed to by the City at City's sole and ultimate discretion and in compliance with all applicable ordinances and other similar requirements. Further approval of the subdivision beyond Phase I and Phase II (totaling no more than 30 units from the intersection of Lester Street and 1160 East)/or development and construction of the same may be denied or withheld by the City without evidence of said property and other rights having first been acquired. ~~The Developer's private easement access from 1025 East to Lester Street shall be utilized as an emergency access route until a second ingress/egress route is established. Asphalt to the width of 20 feet shall be installed on the emergency access easement, which shall be installed and maintained by the developer. A crash gate or gate with a knox box shall be installed at the point where the emergency access road meets Lester Street which shall comply with International Fire Code. The gate shall be installed and maintained by the Developer~~

~~B.A.~~ **The Role of the Parties.** The Developers shall act as the Owner on the Project and the sole payor on the contract for the construction of the development and the road. This Agreement does not create, nor is intended to create, a partnership, joint venture or any other business entity or relationship between the Parties, except for the express contractual and independent obligation of payment set forth herein. The Parties to this Agreement do not have the authority to bind or otherwise obligate any other Party to this Agreement individually or collectively to a third party or person in any capacity whatsoever.

~~C.B.~~ **Escrow:** The Developers shall escrow funds for the road prior to recordation of the next phase of development of the Property.

4. **Hold Harmless.** The Developers on behalf of their respective heirs, agents, successors and assigns, all affiliated persons and entities, dba's, attorneys, owners, officers, agents, directors, employees and family members, both past and present, shall hold the City harmless, and shall defend and indemnify the City and its related and affiliated persons or entities, officers, agents, directors, employees, council members, successors and assigns, and attorneys from any and all complaints, claims, demands, damages, actions, judgments, causes of

action or suits of whatever kind or nature, both known and unknown, and which have existed, which now exist or which may hereafter accrue between the Parties and third parties because of or arising out of the Parties' obligations hereunder generally, and with respect to the hiring of the contractor and the construction of the Project specifically, so long as said claims, demands, damages, suits, etc. do not flow from the City's intentional or gross misconduct. Notwithstanding anything to the contrary in this Agreement generally, and this Section 5 specifically, the City's governmental immunity against any such claims, if any, pursuant to law, is not waived and shall remain in full force and effect. The Developers shall obtain and maintain liability insurance in the amount of \$1,000,000.00 during the entirety of the Project and shall provide the City a copy of the certificate of said insurance. Furthermore, the Developers warrant and guarantee that its employees and all sub-contractors employees are sufficiently covered by workers compensation insurance.

5. **Amendment.** Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the Parties, and attached hereto.

6. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, such declaration shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as long as the effect, consideration and material intent of this Agreement as to each Party are achieved.

7. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah, and any dispute arising pursuant to this Agreement shall be subject to the jurisdiction of the Second Judicial District, Farmington Department, State of Utah.

8. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions. No waiver shall be binding unless executed in writing by the waiving Party.

9. **Captions.** The Captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

10. **Integration.** This is a fully integrated agreement. As to all matters between the Parties, this Agreement contains the entire and integrated agreement of the Parties as of its date.

11. **Default.** Time is of the essence in strictly meeting the deadlines set forth within this Agreement, and failure to do so shall constitute a material breach hereof. Regardless of the type of default of this Settlement Agreement, which would include the filing of bankruptcy, by any Party or Parties under the terms of this Agreement, the non-defaulting Party or Parties shall, in addition to any other legal remedy or remedies, be entitled to collect from the defaulting Party or Parties all costs and attorney's fees reasonably incurred in enforcing this Agreement, regardless of whether suit is instituted or whether such fees or costs are incurred in connection with any bankruptcy matter or proceeding.

12. **Knowledge.** The Parties have sought legal representation in this matter and for purposes of entering into this Agreement and have read this Agreement and understand all of its terms.

13. **Covenant to Run with the Land.** This Agreement shall be recorded against the Developers Property so that it shall touch and concern any and all such Property or portions thereof and obligate any subsequent owners, successors, heirs, and grantees of the Property, or any portion thereof, including owners of finished or approved building lots, to its terms, rights and obligations. Upon full, timely and complete payment of a Party's payment obligation, and upon the request of each Party, the Agreement shall be released from said Party's property by way of a Release of Agreement, or some such equivalent document, releasing the Agreement from title to said Party's property.

14. **No Representations or Warranties.** Except for the duties, obligations and express warranties of the Parties set forth herein, including each Party's representation and warranty that each Party has authority to sign for and bind themselves and the persons or entities for whom they sign or for whom they imply to sign, the Parties make no representations or warranties of any kind or nature whatsoever.

15. **No Warranty of Subdivision Approval.** Nothing in this Agreement expressly or impliedly guarantees or otherwise warrants the approval, final or otherwise, of the City or any of its subdivisions of any subdivision or other land use application with respect to the Property or any portion thereof, inasmuch as said approval(s) is a legislative determination to be carried out independently by and through the different and varying bodies and commissions of the City, including, but not limited to, the City Council.

16. **The Parties.** South Weber City, 1600 East, South Weber Drive, South Weber, Utah 84405; Layne Kap, 244 West South Weber Drive, South Weber, Utah 84405; Calvin Kap, 985 East South Weber Drive, South Weber, Utah 84405; Keith Kap, 939 East South Weber Drive, South Weber, Utah 84405.

17. **Warranty and Escrow.**

- A. Developers warrant to City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all said materials and equipment will be of good quality, free from faults and defects and in conformance with all industry standards, plans, specifications and laws. All such material and equipment not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by City, the Developers shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. Without limiting any special warranties contained herein, Developers guarantee that the Project and all portions thereof will be free from all defects in material and workmanship for a period of one (1) year following completion of the Project. As part of the guarantee, Developers agree to

commence repair or replacement of any defective material or equipment and performance of any labor necessary to correct any such defect in the Project within fifteen (15) business days after receipt of notice thereof and thereafter to diligently prosecute all corrective work to completion, all at Developers' sole cost and expense.

- C. City shall retain the equivalent of 10% of the Developers' share of the cost of the Project in an escrow to be kept and maintained for one year commencing upon the date of final completion of the Project in order to insure compliance with the one year warranty set forth herein and the condition of the Project after the one year period. The money held in escrow shall be returned to Developers upon request for final inspection and after final acceptance by the City Council after one year from substantial completion of the Project. Notwithstanding anything to the contrary, the money held in escrow may not be used by Developers during the one year period in order to perform warranty work as required under the warranty provisions set forth herein.

EXECUTED as of the day and year first above written.

**SOUTH WEBER CITY:**

\_\_\_\_\_  
**Jeffery G. Monroe, Mayor**

**Attest:** \_\_\_\_\_  
**Erika J. Ahlstrom, City Recorder**

**DEVELOPERS**

\_\_\_\_\_  
**Layne Kap**

In the State of Utah, County of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, Layne Kap personally appeared before me, and affixed his signature hereto.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**Keith Kap**

In the State of Utah, County of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, Keith Kap personally appeared before me, and affixed his signature hereto.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**Calvin Kap**

In the State of Utah, County of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_,  
2012, Calvin Kap personally appeared before me, and affixed his signature hereto.

\_\_\_\_\_  
Notary Public

DRAFT AMENDMENT 10-24-13

said either the road is built to the fence line or removed back to this property. It was stated that the developer did stop at the fence line.

**Commissioner Grubb moved to approve the amended subdivision application for Easton Village amendment to Phase One (16 lots), located at approximately 1160 East Lester Drive for Developer, Layne Kap with the following conditions:**

- 1. Prior to recording of amendment, the developer must include a boundary line agreement with adjacent owner to the west; or a quit claim deed to clear up any gaps along the west line.**
- 2. Address all items on Brandon Jones, City Engineer's, letter of 19 September 2013 to not include item #5 which is no longer an issue.**

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

**Recommendation to City Council to Amend December 11, 2012 Development Agreement between South Weber City and Calvin Kap, Keith Kap, and Layne Kap:**

Commissioner Hyde said the ordinance was amended after the agreement was approved. Barry said the recommendation is to amend the agreement to coincide with the ordinance. Brandon Jones, City Engineer, said he supports the agreement matching the current city code and allows up to the 30 lots. He said the agreement allows for phase 1 before two means of ingress/egress. Layne explained that when the development agreement was made the city code didn't require a number of lots for the other road. He said they agreed they wouldn't do another phase until we had two ways out. Since then the city code has been changed to put a number of 30 units for two ways out.

**Commissioner Grubb moved to approve the amendment to 11 December 2012 development agreement between South Weber City and Calvin Kap, Keith Kap, and Layne Kap and to recommend the developer follow the City code allowing up to 30 units. Commissioner Stott seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbrook voted yes. The motion carried.**

**Commissioner Grubb moved to open the public hearing for the preliminary and final application for Easton Village Phase Two Preliminary & Final Plat (8 lots) located at approximately 1160 East Lester Drive, Developer, Kastlerock Excavation. Commissioner Stott seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbrook voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Preliminary and Final Subdivision Applications: Easton Village Phase Two Preliminary & Final Plat (8 lots), located at approximately 1160 East Lester Drive, Developer: Kastlerock Excavation:** Layne Kap said they are looking at doing another phase on their project. He is requesting to do eight more lots.

**Joe DeLong, 7382 S. 1025 E.,** he said the city engineer's recommendation is that the road goes through our living room. He said in 2012 this project was discussed and now it is 2013 and he is

## **SOUTH WEBER CITY COUNCIL**

### **Staff Backup Report**

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Item No: **Resolution 13-21 Easton Village Phase Two Final Plat**

Date of Meeting: **26 November 2013** (Public Hearing)

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#### **Background**

This is the second phase of the Easton Village development. The Planning Commission granted preliminary approval of the entire development on June 28, 2012. The proposed phase two contains eight additional lots. The Planning Commission recommended approval of the second phase of the subdivision at a public hearing held on September 26, 2013.

This phase of the development is contingent upon approval of the amendment to the current development agreement. If that is not approved, then this phase must wait until a second ingress/egress can be obtained (per the existing un-amended agreement). A Boundary Line Agreement (see information from amended phase 1) must also be recorded.

#### **Attachments:**

- City Engineer Memo, November 21, 2013
- Application
- Proposed Plat and Improvement Plans
- Approved Preliminary Plat
- Planning Commission Minutes September 26, 2013

# **RESOLUTION 13-21**

## **FINAL PLAT: EASTON VILLAGE SUBDIVISION, PHASE TWO**

**WHEREAS**, the South Weber City Planning Commission reviewed final plat for Easton Village Phase Two 8-lot Subdivision located at approx. 1100 East and 7500 South, at a public hearing on 26 September 2013, and has recommended approval of the final plat subject to conditions; and

**WHEREAS**, a review by staff of the final plat and plans has determined the conditions set by the Planning Commission have been met (with the exception of condition #1 below); and

**WHEREAS**, the South Weber City Council reviewed the final plat for said subdivision at a public hearing on 26 November 2013.


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

1. Boundary Line Agreement: A Boundary Line Agreement needs to be signed by all property owners adjacent to the west line of this subdivision and recorded prior to this plat being recorded.
2. Secondary Water: Improvement plans need to be submitted to the appropriate secondary water provider and a letter provided to the City indicating the secondary water company's approval of the proposed improvements.
3. Public Road Right-of-Way: The City Council approved the installation of a 60 foot right-of-way on 1075 East. South Bench Drive is the standard 70 foot right-of-way.
4. Ingress/Egress: Prior to recording of the plat, an amended development agreement shall be finalized, removing the previous requirement of the agreement for the construction of two ingresses and egresses into and out of the subdivision in conjunction with the next phase of development. The agreement allows for the standard City Code to govern; that a maximum of 30 lots will be allowed without a second means of ingress/egress.
5. Improvements Required Prior To Building Permit: Before the issuance of any building permits, improvements as indicated on improvement plans must be completed, inspected and approved by the city, and all professional fees incurred to date shall be paid in full prior to any building permits being issued.
6. Escrow: Prior to recording of the final plat, the developer will be required to enter into an escrow agreement with the City to ensure completion of all public improvements to be installed as required by subdivision approval. The escrow amount shall be equal to the City Engineer's approved estimated cost of all required public improvements plus 15% of the total cost of all required improvements for contingencies, plus an additional 10% of the total cost of all required improvements as a guarantee fee, for a total of 125% of the City Engineer's approved estimated cost of all required improvements.
7. Recording Period: The developer shall submit the plat and developers agreement to the City within 120 days from the date of approval, along with a check for recording fees [SWC Code Code 11-2-2(C)], for recording of the plat with the County Recorder's office. Plats not recorded within 120 days of final approval by the City Council shall be null and void and must be resubmitted to the City Council.



**M E M O R A N D U M**

TO: South Weber City Mayor and Council

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  
Erika Ahlstrom – South Weber City Recorder

RE: **EASTON VILLAGE SUBDIVISION PHASE 2**  
**Final Review**

Date: November 21, 2013

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Our office has completed a review of the final plat and improvement plans for the Easton Village Subdivision Phase 2.

The current Development Agreement associated with the Easton Village Preliminary Plat does not allow for a second phase to be approved without a second means of ingress and egress being provided. However, an amended Development Agreement is being proposed with this phase that would allow the current City Code to govern the maximum number of lots without two means of ingress/egress. The maximum allowed by City Code is 30 lots. This phase is proposing 8 additional lots which would take the total allowed to the 30 lot maximum.

We recommend approval subject to the amended Development Agreement being approved and the following items be addressed prior to recordation of the plat.

**PLAT**

1. A Boundary Line Agreement needs to be signed by all property owners adjacent to the west line of this subdivision.


*If this is not done, the plat will need to be redrawn in order to match the current west property line.*

**IMPROVEMENT PLANS**

2. The notes on Sheet 2 reference Weber Basin Water Conservancy District standards for secondary water service. It is our understanding that the secondary water will be provided by the South Weber Water Improvement District. Whichever provider is serving the subdivision, needs to have the plans submitted to them and a letter needs to be provided to the City indicating their approval of the proposed improvements.

**M E M O R A N D U M**

TO: South Weber City Mayor and Council

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  
Erika Ahlstrom – South Weber City Recorder

RE: **EASTON VILLAGE SUBDIVISION PHASE 2**  
**Final Review**

Date: November 21, 2013

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Our office has completed a review of the final plat and improvement plans for the Easton Village Subdivision Phase 2.

The current Development Agreement associated with the Easton Village Preliminary Plat does not allow for a second phase to be approved without a second means of ingress and egress being provided. However, an amended Development Agreement is being proposed with this phase that would allow the current City Code to govern the maximum number of lots without two means of ingress/egress. The maximum allowed by City Code is 30 lots. This phase is proposing 8 additional lots which would take the total allowed to the 30 lot maximum.

We recommend approval subject to the amended Development Agreement being approved and the following items be addressed prior to recordation of the plat.

**PLAT**

1. A Boundary Line Agreement needs to be signed by all property owners adjacent to the west line of this subdivision.

*If this is not done, the plat will need to be redrawn in order to match the current west property line.*

**IMPROVEMENT PLANS**

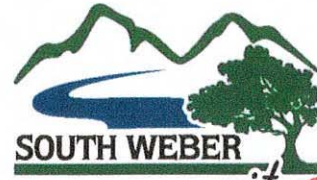
2. The notes on Sheet 2 reference Weber Basin Water Conservancy District standards for secondary water service. It is our understanding that the secondary water will be provided by the South Weber Water Improvement District. Whichever provider is serving the subdivision, needs to have the plans submitted to them and a letter needs to be provided to the City indicating their approval of the proposed improvements.

**For Office Use Only**

Fees received by: Front Office Date of submittal: 9-9-13  
Amount Paid: \$1000 Receipt #: 130765916

Initial Review, all of the required supporting materials have been provided: CS

PC/CC Meeting Date: 9-26-13



**Final Plan Application**

Project/Subdivision Name: EASTON VILLAGE # 2  
Approx. Location: \_\_\_\_\_  
Parcel Number(s): \_\_\_\_\_ Total Acres: \_\_\_\_\_  
Current Zone: \_\_\_\_\_  
Surrounding Land Uses: \_\_\_\_\_  
Number of Lots: 8 # Lots Per Acre: \_\_\_\_\_  
Phase: \_\_\_\_\_ of \_\_\_\_\_ PUD: Yes / No

**Contact Information**

**Developer or Agent**

Name: KASTLEROCK EXCAVATION  
Company Name: \_\_\_\_\_  
Address: 8085 S. JUNIPER CRT.  
City/State/Zip: S. Weber UT  
Phone: 801 479 6233 Fax: 801 479 5376  
Email: Layne@kastlerockexcavation.com

**Best Way/Preferred Method of Contact:**

☒ Email ☒ Phone \_\_\_\_\_ Fax \_\_\_\_\_ ☒ Mail

**Developer's Engineer**

Name: Reeve & Assoc  
Company: \_\_\_\_\_  
License #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Best Way/Preferred Method of Contact:**

\_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Mail

**Surveyor**

☒ Check here if same as Engineer

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
License #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Property Owner(s)**

☐ Check here if same as Developer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

SUBDIVISION: Easton Village Phase 2

PROPERTY PARCEL NUMBER(S): \_\_\_\_\_

**APPLICANT'S AFFIDAVIT**

State of Utah )  
County of \_\_\_\_\_ ) §

I/We Layne Kap, the sole owner(s)/authorized agent of the owner(s) of the property involved in this application, located at 1075 E. Latta St, swear the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly, to the best of my/our ability, present the argument in behalf of the application requested herewith, and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief.

Dated this 9 day of Sept, 2013.

Signed: \_\_\_\_\_

Layne Kap  
Property Owner or Agent

\_\_\_\_\_  
Property Owner or Agent

Subscribed and sworn to before me on this 9 day of Sept, 2013.



Erika J. Ahlstrom  
Notary Public

**AGENT AUTHORIZATION**

State of Utah )  
County of \_\_\_\_\_ ) §

I/We \_\_\_\_\_, the sole owner(s) of the real property located at \_\_\_\_\_, South Weber, Utah, hereby appoint \_\_\_\_\_ as my/our agent with regard to this application affecting the above described real property, and authorize said agent to appear on my/our behalf before any city commission, board or council considering this application.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_

\_\_\_\_\_  
Property Owner or Agent

\_\_\_\_\_  
Property Owner or Agent

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Notary Public



## Final Plan Requirements

- ☐ Complete all conditions/requirements set by the Planning Commission at Preliminary Approval
- ☐ Finalized Draft of Covenants, Conditions, and Restrictions (if applicable)
- ☐ Finalized Storm Drain Calculations
- ☐ Any applicable agreements finalized, signed, and proof of recording with county provided (agreements with South Weber City must be finalized and remain unsigned)
- ☐ Finalized set of certified, stamped construction drawings and specifications as prepared by a licensed civil engineer\*\*

\*\*One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (the north area to point up or to the left):

- ☐ Format of Final Plat for Recording Required by the County

\*All plans must be prepared and stamped by a licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.

## Applicant Certification

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that The City of South Weber may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as any fees associated with any City Consultant (i.e. engineer, attorney). The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Property Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_







said either the road is built to the fence line or removed back to this property. It was stated that the developer did stop at the fence line.

**Commissioner Grubb moved to approve the amended subdivision application for Easton Village amendment to Phase One (16 lots), located at approximately 1160 East Lester Drive for Developer, Layne Kap with the following conditions:**

- 1. Prior to recording of amendment, the developer must include a boundary line agreement with adjacent owner to the west; or a quit claim deed to clear up any gaps along the west line.**
- 2. Address all items on Brandon Jones, City Engineer's, letter of 19 September 2013 to not include item #5 which is no longer an issue.**

**Commissioner Westbroek seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbroek voted yes. The motion carried.**

**Recommendation to City Council to Amend December 11, 2012 Development Agreement between South Weber City and Calvin Kap, Keith Kap, and Layne Kap:**

Commissioner Hyde said the ordinance was amended after the agreement was approved. Barry said the recommendation is to amend the agreement to coincide with the ordinance. Brandon Jones, City Engineer, said he supports the agreement matching the current city code and allows up to the 30 lots. He said the agreement allows for phase 1 before two means of ingress/egress. Layne explained that when the development agreement was made the city code didn't require a number of lots for the other road. He said they agreed they wouldn't do another phase until we had two ways out. Since then the city code has been changed to put a number of 30 units for two ways out.

**Commissioner Grubb moved to approve the amendment to 11 December 2012 development agreement between South Weber City and Calvin Kap, Keith Kap, and Layne Kap and to recommend the developer follow the City code allowing up to 30 units. Commissioner Stott seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbroek voted yes. The motion carried.**

**Commissioner Grubb moved to open the public hearing for the preliminary and final application for Easton Village Phase Two Preliminary & Final Plat (8 lots) located at approximately 1160 East Lester Drive, Developer, Kastlerock Excavation. Commissioner Stott seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbroek voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Preliminary and Final Subdivision Applications: Easton Village Phase Two Preliminary & Final Plat (8 lots), located at approximately 1160 East Lester Drive, Developer: Kastlerock Excavation:** Layne Kap said they are looking at doing another phase on their project. He is requesting to do eight more lots.

**Joe DeLong, 7382 S. 1025 E.,** he said the city engineer's recommendation is that the road goes through our living room. He said in 2012 this project was discussed and now it is 2013 and he is



sitting with a home that has not been sold. He has not received an offer. He asked at what point in time is someone going to come to us because the subdivision will need another way out.

Commissioner Grubb said the city is not a developer and right now there is no requirement for a second access. He said there isn't a solution because the other property owners don't want to sale. Commissioner Grubb suggested Mr. DeLong discuss with adjoining property owners whether or not they will sale their property.

**Commissioner Grubb moved to close the pubic hearing for preliminary and final subdivision applications for Easton Village, Phase Two Preliminary & Final Plat (8 lots) located at approximately 1160 East Lester Drive for Developer, Kastlerock Excavation. Commissioner Westbrook seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbrook voted yes. The motion carried.**

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

Barry Burton, City Planner, said the boundary line agreement applies to this phase as well as phase one. He said the same 8 ft. strip needs to be taken care of in an agreement with a different owner (the Mitchells). Barry stated there is an issue with the owner's dedication on the plat which needs to be revised. The right of way width for phase 2 is not clear as being 60 ft. or 70 ft. Barry said there will be a collector road and questioned whether or not that should be a 70 ft right of way. Commissioner Grubb said the current ordinance is 70 ft. and feels it should be 70 ft. for the entire subdivision. Commissioner Hyde said the Planning Commission has to go by the 70 ft. right of way because it is city code.

Barry discussed 7575 South and suggested naming this street. Brandon discussed the monuments. The Planning Commission discussed the turn around at the east end. Brandon said it is important to provide a grading plan for lots 22, 23, & 24. Layne said because of the property line, they don't get to the toe of the hill. Brandon said a grading plan will show the contours and what would be proposed for the future. Commissioner Hyde said the fencing ordinance requires any property against agricultural property will require a minimum of a 6 ft. chain link fence.

**Commissioner Grubb moved to recommend approval of the preliminary and final subdivision applications for Easton Village, Phase Two Preliminary & Final Plat (8 lots) located at approximately 1160 East Lester Drive for Developer, Kastlerock Excavation subject to the following:**

- 1. Address all items on City staff letter.**
- 2. Address all items on Brandon Jones, City Engineer's, letter of 19 September 2013 with the addition of the boundary line agreement on the west or quit claim deed.**
- 3. Recommend all the streets in Phase 2 to be 70 ft. private right of way.**
- 4. City Council to make recommendation concerning the name for 7575 South with the developer making suggestions.**

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

Layne Kap thanked the Planning Commission for their time.

**Commissioner Grubb moved to open the public hearing for Preliminary and Final Subdivision Application for Serenity Estates Preliminary & Final Plat (1 lot) located at approximately 1550 East 7400 South for Developer, Kay Martinez. Commissioner Stott seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbrook voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Preliminary and Final Subdivision Applications: Serenity Estates Preliminary & Final Plat (1 lot), located at approximately 1550 East 7400 South, Developer: Kay Martinez:** Barry said the name on the plat states Martinez and needs to be changed to Serenity Estates. On the plat there is a piece of ground that is labeled a public road, it is the remnants of the old South Weber Drive. It is his understanding that this road needs to be vacated. He feels to clarify this a separate motion needs to be made to recommend to City Council to vacate this road. Barry said the access to 1550 East is not clear. He said there is a note that there is no access to Sandalwood Drive. He asked how can you prevent an access to Sandalwood Drive.

**Ron Martinez, 69 E 200 N, Kaysville,** said the telephone poles straddle both properties. He doesn't see the cabinet being a problem either. He said it is not in line with the access. Barry said if the cabinet is a century link than that would be expensive to move. Commissioner Grubb suggested making it a requirement that the cabinet isn't in the way of the access. He discussed the access to Sandalwood Drive and stated there is a sign stating it is a private road. Commissioner Osborne suggested installing a berm along the property line to discourage access. Commissioner Westbrook said if it states on the plat there is no access then whoever purchases the property should understand that.

**Kirsten Knowles, 1582 East Sandalwood Drive,** discussed how silly this random lot is. She asked why Mr. Martinez can't ask for access to the existing road.

**Kirk Redford, 1035 Bateman Way,** said as an HOA member of Bateman Estates, they will not allow for parking and access. He recommended not approving this lot because of the access.

Barry read the note stating "ingress/egress to Sandalwood Drive from Martinez Subdivision not allowed." Brandon suggested amending the note on the plat adding no vehicular or pedestrian access.

**Commissioner Westbrook moved to close the public hearing for Preliminary and Final Subdivision Applications: Serenity Estates Preliminary & Final Plat (1 lot), located at approximately 1550 East 7400 South, Developer, Kay Martinez. Commissioner Osborne seconded the motion. Commissioners Grubb, Hyde, Osborne, Stott, and Westbrook voted yes. The motion carried.**

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

Emily stated the application fee has not been paid. Mr. Martinez would prefer the Planning Commission table this item verses denying.

**Planning Commission Work Meeting  
September 26, 2013**

**Time:** Work meeting began at 6:06 p.m.

**Attendance:** Commissioners Hyde, Grubb, Stott, Westbroek, and Osborne, Deputy Recorder Emily Thomas, City Planner Barry Burton, City Engineer Brandon Jones

**Visitors:**

***Public Hearing to Amend Subdivision Application: Easton Village Amendment to Phase One (16 lots), located at approximately 1160 East Lester Drive, Developer: Layne Kap***

Barry provided an overview of the amendment. The developer is proposing to amend the west boundary line of the development due to conflicts with the property owner to the west. The fence line and deed line do not match. If the proposed amendment is completed it will create a gap. This could cause the County to pick up the excess property on a tax sale. Barry recommends requiring the developer to enter into a boundary line agreement. This way there will not be a gap created.

***Recommendation to City Council to Amend December 11, 2012 Development Agreement between South Weber City and Calvin Kap, Keith Kap, and Layne Kap***

Barry explained that this agreement requires them to extend Lester through for phase two. Brandon clarified that this does not require an extension of Lester specifically, but rather requires a second means of access before moving on with phase two. Commissioner Hyde asked if this would mean they couldn't have a phase three. Barry clarified that this would mean a second access would have to be done as part of phase three. In keeping with current ordinance, phase two as proposed would be all that they could do – if the agreement is amended. If the agreement is not amended, then phase two cannot move forward.

Commissioner Westbroek inquired how a connection will be made if Lyle Jorgensen is refusing to allow them to connect. He added that he has heard there is a potential connection through the Williams' property. Brandon stated that this is not a viable connection and has been denied by UDOT. It is simply too close to the other intersections that connect onto South Weber Drive.

Commissioner Hyde asked why the agreement should be amended. Brandon stated that the current code allows them to count the number of units from the last point there are two accesses. With the proposed phase two they meet the current ordinance. The development agreement is stricter than current ordinance. We aren't giving them special treatment, just requiring them to follow current ordinance like other developers. The original agreement was put into place to ensure a second access was done at some point because the ordinance at the time was vague in regards to when the second access is required.

***Public Hearing for Preliminary and Final Subdivision Applications: Easton Village Phase Two Preliminary & Final Plat (8 lots), located at approximately 1160 East Lester Drive, Developer: Kastlerock Excavation***

Commissioner Hyde asked if there were any issues with phase two, if it reaches the point where we can make a recommendation. Brandon suggested naming 7575 south rather than identifying it by coordinates. This is a large street that impacts future developments and could create some issues down the road.

***Public Hearing for Preliminary and Final Subdivision Applications: Serenity Estates Preliminary & Final Plat (1 lot), located at approximately 1550 East 7400 South, Developer: Kay Martinez***

Commissioner Stott stated that this development is being proposed this way because the PUD/HOA does not want them. Barry added that both HOAs are ticked at him.

Barry stated that the proposed development doesn't have adequate lot width unless old South Weber Drive being considered a public street. Without it the lot is only 30 feet in width. Commissioner Stott stated that it was always the intent to vacate this section of road. Barry added that ten years ago, this was brought up with the City Council and they chose to not act on it at that time. Commissioner Stott added that since then; however, the access to the road has been cut off with the installation of curb and gutter. The road is not plowed or maintained by the City. Commissioner Hyde agreed that it should be vacated. Brandon stated that it is still considered to be a public street and is dedicated as such. If it is not a street, it complicates the proposed development.

Barry stated that there are some possible issues with utilities blocking their proposed access from 1550 east. It appears that there is a large box and a telephone pole directly on the proposed access. Commissioner Grubb inquired whether or not this meets the requirements of a private right of way.

The work meeting adjourned at 6:31 p.m. Work meeting minutes transcribed by Deputy Recorder, Emily Thomas.

**RESOLUTION 13-21**

**FINAL PLAT – EASTON VILLAGE SUBDIVISION, PHASE TWO**

**Page 2**

8. Electronic Data: The developer shall submit electronic copies (both dwg and pdf formats) of the plat and construction drawings prior to recording of the plat.
9. Preconstruction: Prior to construction, the developer and construction contractor must hold a preconstruction conference with the City Engineer and City staff to review construction requirements.
10. Official Construction Drawings: Prior to the preconstruction meeting, two sets of mylar drawings must be submitted to the City Engineer to serve as official construction drawings.
11. Commencement of Work: No work on improvements shall be commenced until finalized construction drawings have been approved by the city, final approval of the subdivision plan has been issued by the city council, escrow funds secured and proof provided to the city, and a preconstruction meeting held with the city engineer and other applicable entities. [SWC Code 11-4-2(D)].
12. Fire Protection: The size of buildings shall be compared to the available fire flows in the area in order to establish whether or not fire sprinklers will be required, as determined by the Fire Chief.
13. Inspection and Release of Escrow Funds. The City shall inspect improvements throughout construction. The Developer shall be responsible to pay professional fees incurred for inspections. The City shall notify Escrow's agent in writing as to the installation of the improvement and the amount to be released. Escrow is entitled to release funds from this account only after receiving written notification from the City.
14. As Built Drawings: Reproducible as built drawings will be required prior to the final release of any contingency escrow funds. As built drawings are also required prior to Conditional Acceptance [SWC Code Code 11-4-2(K4)]. These must be supplied by the developer's engineer in electronic format (both dwg and pdf formats).
15. Conditional Acceptance: Notwithstanding the fact that the land on which the improvements will be located is dedicated at the time of the recording of a plat, the city shall not be responsible for the improvements, their construction, and/or maintenance until after a minimum one year guarantee period has expired and there is an official acceptance of the dedicated property and improvements by the city.
16. Professional Fees: Prior to recordation of the final plat, the developer will be required to pay all professional fees in full.

**PASSED AND APPROVED** by the City Council of South Weber this **26<sup>th</sup> day of November, 2013.**

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**MAYOR: Jeffery G. Monroe**

ATTEST:

\_\_\_\_\_  
**Erika J. Ahlstrom, City Recorder**