

# 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, 12 OCTOBER 2010** 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 WARRANT REGISTERS  
REVIEW AND DISCUSS AGENDA ITEMS**

## **COUNCIL MEETING:**

**6:00 p.m. PLEDGE OF ALLEGIANCE: COUNCILMEMBER LUSK**

**PRAYER: COUNCILMEMBER POLL**

**APPROVAL OF AGENDA**

**DECLARATION OF CONFLICT OF INTEREST**

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

- ◆ APPROVAL OF 14 SEPTEMBER 2010 COUNCIL MEETING MINUTES
- ◆ APPROVAL OF 21 SEPTEMBER 2010 COUNCIL WORK MEETING MINUTES
- ◆ APPROVAL OF 27 SEPTEMBER 2010 SPECIAL MEETING MINUTES
- ◆ APPROVAL OF 05 OCTOBER 2010 COUNCIL WORK MEETING MINUTES
- ◆ PURCHASE ORDER #1678 LN CURTIS \$4,123 for 2 SETS TURNOUTS (Fire Dept.)

**6:05 p.m. 2010 COUNTRY FAIR DAYS REPORT – Tracy & Toni Harper, Chairs**

☆ **RECOGNITION OF CFD CHAIRS by Mayor Monroe**

**6:20 p.m. RESOLUTION 10-33: FINAL ACCEPTANCE CANYON MEADOWS PUD (Davis County Plat 13-220)**

**6:30 p.m. RESOLUTION 10-34: APPROVAL OF PARTICIPATION IN DAVIS COUNTY FIRE DEPT REGIONAL GRANT**

**6:35 p.m. RESOLUTION 10-35: SUPPORT OF LAND & WATER CONSERVATION FUND MATCHING GRANT APPLICATION FOR CEDAR LOOP PARK**

**6:40 p.m. DISCUSSION: CONCERNS REGARDING CITY'S FIRE PROTECTION REQUIREMENT – Bruce Nilson, Nilson Homes**

**6:55 p.m. SOUTH WEBER MODEL RAILROAD CLUB**

**7:15 p.m. RESOLUTION 10-36: APPOINTMENT OF CITY MANAGER  
\* Oath of Office – Administered by Emily Thomas, Deputy Recorder**

**7:25 p.m. MAYOR  
CITY COUNCIL ASSIGNMENT UPDATES & OTHER INFORMATION  
STAFF  
NON SCHEDULED DELEGATION**

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.utah.gov/pmnl](http://www.utah.gov/pmnl)  
EACH MEMBER OF GOVERNING BODY

SOUTH WEBER FAMILY ACTIVITY CENTER  
THE STORE  
SOUTH WEBER ELEMENTARY  
THOSE LISTED ON THE AGENDA

DAVIS COUNTY CLIPPER  
STANDARD-EXAMINER  
SALT LAKE TRIBUNE  
DESERET NEWS

**DATE: October 7, 2010**

**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 move in order, sequence and time to meet the needs of the Council.

## Report Criteria:

Invoice.Payment Due Date = {&lt;=} 09/25/2010

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	127	ACADEMY SPORTS	KNIGHT FOOTBALL EQUIPMENT	219318	1940	08/25/2010	786.00	08/10	0
	127	ACADEMY SPORTS	KNIGHT FOOTBALL EQUIPMENT	219410	1675	09/02/2010	340.00	08/10	0
							1,126.00	*	
45-40-740	CAPITAL PROJECTS FUND - EXPENDITURES - GENERAL CAPITAL PROJECTS								
	645	BBS Construction	INSTALL CONDUIT AND METER PEDISTALL	2231-10		08/23/2010	1,725.00	08/10	45010900
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	870	BLUE STAKES OF UTAH	BLUE STAKES TRANSMISSIONS	JT201000419		08/31/2010	133.00	08/10	0
54-40-493	STORM SEWER UTILITY FUND - EXPENDITURES - Storm Sewer O & M								
	2165	DIVISION OF WATER QUALITY	STORM WATER PERMIT	17-37		08/16/2010	500.00	08/10	0
10-60-410	GENERAL FUND - STREETS - Special Highway Supplies								
	3630	INTERSTATE BARRICADES	STOP SIGNS FOR X-ING GUARDS	84142		08/26/2010	175.00	08/10	0
51-40-483	WATER UTILITY FUND - EXPENDITURES - Emergency R & R Water								
	3829	KEITH KAP AND SONS EXCAVAT	TOPSOIL	8201		08/26/2010	150.00	08/10	0
51-40-490	WATER UTILITY FUND - EXPENDITURES - Water O & M Charge								
	4570	MONSEN ENGINEERING SUPPL\	TRIMBLE DATE SERVICE - TECH SUPPORT	450584	1918	08/18/2010	2,245.00	08/10	0
	4570	MONSEN ENGINEERING SUPPL\	MOUNT	450683		08/20/2010	257.67	08/10	0
	4570	MONSEN ENGINEERING SUPPL\	GPS SYSTEM	450372	1918	08/31/2010	22,465.00	08/10	0
							24,967.67	*	
10-61-411	GENERAL FUND - CLASS "C" ROADS - Snow Removal								
	4950	NORTH AMERICAN SALT COMP	SALT FOR SNOW REMOVAL - CREDIT FROM INV#7044373	90017495		12/11/2009	436.28	03/10	0
10-43-220	GENERAL FUND - ADMINISTRATIVE - Public Notices								
	5135	OGDEN PUBLISHING CORPORA	PUBLIC NOTICES	4526550		08/31/2010	123.26	08/10	0
51-40-483	WATER UTILITY FUND - EXPENDITURES - Emergency R & R Water								
	7590	OLDCASTLE PRECAST	Emergency water repairs	210269237		08/31/2010	1,086.86	08/10	0
10-57-280	GENERAL FUND - FIRE PROTECTION - Telephone								
	5645	QWEST	TELEPHONE BILLS - FIRE DEPT	091110		09/11/2010	1.18	08/10	0
51-40-480	WATER UTILITY FUND - EXPENDITURES - Special Water Supplies								
	6540	STAKER & PARSON COMPANIES	EMERGENCY WATER LEAK	2707318		08/30/2010	77.00	08/10	0

PD = Fully Paid Invoice PR = Partially Paid Invoice

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51-40-483	WATER UTILITY FUND - EXPENDITURES - Emergency R & R Water								
	6540	STAKER & PARSON COMPANIES	WATER LEAK -EMERGENCY	8708031		08/31/2010	176.00	08/10	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								
	6780	T J TRAILERS	CONVOLUTED LOOM	43485		08/25/2010	3.30	08/10	0
10-43-370	GENERAL FUND - ADMINISTRATIVE - Professional & Tech. Services								
	6800	TECSERV, INC.	MONTHLY COMPUTER SERVICE	10340		09/01/2010	500.00	08/10	0
10-70-261	GENERAL FUND - PARKS - Grounds Supplies & Maintenance								
	7980	WILKINSON SUPPLY	PARK SUPPLIES	74766		08/23/2010	57.62	08/10	0
Grand Total:							<u>30,365.61</u>		

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

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

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

Report Criteria:

Invoice.Payment Due Date = {<=} 09/25/2010

## Report Criteria:

Invoice.Payment Due Date = {&lt;=}10/02/2010

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								
	50	A&M OUTDOOR HOME CENTER	PARK EQUIPMENT	5851014		09/01/2010	29.40	09/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	127	ACADEMY SPORTS	KNIGHT FOOTBALL EQUIPMENT	219411	1909	09/02/2010	1,168.50	08/10	0
51-16670	WATER UTILITY FUND - WATER - WIP								
	615	BACKMAN TITLE SERVICES	PROPERTY SEARCH FOR WATER TANK	112556		08/26/2010	300.00	08/10	45070900
	615	BACKMAN TITLE SERVICES	PROPERTY SEARCH FOR WATER TANK	112566		08/26/2010	300.00	08/10	45070902
	615	BACKMAN TITLE SERVICES	PROPERTY SEARCH FOR WATER TANK	112567		08/26/2010	300.00	08/10	0
	615	BACKMAN TITLE SERVICES	PROPERTY SEARCH FOR WATER TANK	112562		08/26/2010	300.00	08/10	45070900
	615	BACKMAN TITLE SERVICES	PROPERTY SEARCH FOR WATER TANK	112565		08/26/2010	300.00	08/10	45070902
							1,500.00	*	
10-70-261	GENERAL FUND - PARKS - Grounds Supplies & Maintenance								
	760	BELL JANITORIAL SUPPLY	PARK RESTROOM SUPPLIES	410029929		09/01/2010	89.44	08/10	0
45-40-740	CAPITAL PROJECTS FUND - EXPENDITURES - GENERAL CAPITAL PROJECTS								
	1017	BOWEN CONSTRUCTION	CANYON MEADOWS PARK -	080310		08/03/2010	35,219.35	07/10	45010900
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	13750	BUSH, JACK	FOOTBALL REFEREE	092510		09/25/2010	90.00	09/10	0
	13750	BUSH, JACK	FOOTBALL REFEREE	090410		09/04/2010	120.00	09/10	0
							210.00	*	
10-54-310	GENERAL FUND - PUBLIC SAFETY - Sheriff's Department								
	1750	DAVIS COUNTY GOVERNMENT	LAW ENFORCEMENT - MAY 2010	50104		07/06/2010	9,256.47	07/10	0
	1750	DAVIS COUNTY GOVERNMENT	LAW ENFORCEMENT - JUNE 2010	50104		07/06/2010	9,256.47	07/10	0
	1750	DAVIS COUNTY GOVERNMENT	LAW ENFORCEMENT - JULY 2010	50799		09/03/2010	9,580.42	07/10	0
	1750	DAVIS COUNTY GOVERNMENT	LAW ENFORCEMENT - AUG 2010	50799		09/03/2010	9,580.42	08/10	0
							37,673.78	*	
10-54-311	GENERAL FUND - PUBLIC SAFETY - Animal Control								
	1750	DAVIS COUNTY GOVERNMENT	ANIMAL CONTROL	50104		07/06/2010	763.93	07/10	0
	1750	DAVIS COUNTY GOVERNMENT	ANIMAL CONTROL - AUG	50799		09/03/2010	763.93	08/10	0
							1,527.86	*	
10-43-370	GENERAL FUND - ADMINISTRATIVE - Professional & Tech. Services								
	10470	DIXON, MATTHEW J.	CONTRACTED SERVICES 08/01/10 - 9/10/10	2		09/10/2010	810.00	09/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	1135	DPS BUREAU OF CRIMINAL IDEN	EMPLOYEE BACKGROUND CHECKS - FOOTBALL	8502		09/08/2010	345.00	09/10	0

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51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	2643	FREEDOM MAILING SERVICES, II	UTILITY BILLING	17512		09/10/2010	210.88	09/10	0
52-40-250	SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	2643	FREEDOM MAILING SERVICES, II	UTILITY BILLING	17512		09/10/2010	210.88	09/10	0
53-40-250	SANITATION UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	2643	FREEDOM MAILING SERVICES, II	UTILITY BILLING	17512		09/10/2010	210.88	09/10	0
54-40-250	STORM SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	2643	FREEDOM MAILING SERVICES, II	UTILITY BILLING	17512		09/10/2010	210.89	09/10	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								
	4835	HD SUPPLY WATERWORKS	BELL JT CLAMP	1877287		09/02/2010	152.39	08/10	0
20-71-250	RECREATION FUND - RECREATION EXPENDITURES - Equipment Supplies & Maint.								
	401008	HIGH COUNTRY FITNESS REPAI	REPAIR FOR TREADMILL	090310		09/03/2010	85.00	09/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	13766	HILL, LANCE	FOOTBALL REFEREE	091110		09/11/2010	80.00	09/10	0
10-43-370	GENERAL FUND - ADMINISTRATIVE - Professional & Tech. Services								
	3285	INFOBYTES, INC.	STARGOV SEPT/OCT	3116		09/01/2010	394.96	09/10	0
10-42-210	GENERAL FUND - JUDICIAL - Books/Subscriptions/Membership								
	4095	LEXISNEXIS MATTHEW BENDER	UTAH CODE BOOKS	06216714		08/25/2010	278.94	08/10	0
	4095	LEXISNEXIS MATTHEW BENDER	UTAH CODE BOOKS	06216722		08/25/2010	278.94	08/10	0
							557.88	*	
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
	4125	LOWES PROX	STREET SUPPLIES	132601		09/22/2010	24.96	08/10	0
10-61-411	GENERAL FUND - CLASS "C" ROADS - Snow Removal								
	4950	NORTH AMERICAN SALT COMP	SALT FOR SNOW REMOVAL - CREDIT FROM INV#7044373	90017495		12/11/2009	436.28	03/10	0
10-22500	GENERAL FUND - HEALTH INSURANCE PAYABLE								
	50002	OPTICARE OF UTAH	VISION PREMIUMS -	1346		09/15/2010	48.69	09/10	0
10-43-251	GENERAL FUND - ADMINISTRATIVE - Equipment Maint. Agreement								
	5441	PITNEY BOWES	MACHINE RENTAL -	308277-SP10		09/13/2010	390.30	09/10	0

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10-43-280	GENERAL FUND - ADMINISTRATIVE - Telephone								
	5645 QWEST		APPLY TO 801-476-7265 884B	091010		09/10/2010	45.67	09/10	0
	5645 QWEST		APPLY TO O-801-392-3160 712	091010		09/10/2010	56.04	09/10	0
							101.71	*	
10-57-280	GENERAL FUND - FIRE PROTECTION - Telephone								
	5645 QWEST		APPLY TO 801-476-8907 389B	091010		09/10/2010	128.95	09/10	0
	5645 QWEST		TELEPHONE BILLS - FIRE DEPT	091110		09/11/2010	1.18	08/10	0
							130.13	*	
20-71-280	RECREATION FUND - RECREATION EXPENDITURES - Telephone								
	5645 QWEST		APPLY TO 801-476-4445 863B	091010		09/10/2010	161.64	09/10	0
51-40-490	WATER UTILITY FUND - EXPENDITURES - Water O & M Charge								
	5645 QWEST		APPLY TO 801-475-0574 279B	091010		09/10/2010	45.67	09/10	0
52-40-490	SEWER UTILITY FUND - EXPENDITURES - Sewer O & M Charge								
	5645 QWEST		APPLY TO 801-475-0610	091010		09/10/2010	34.25	09/10	0
45-21350	CAPITAL PROJECTS FUND - PERFORMANCE BONDS ON DEPOSIT								
	41300 R J WESTBROEK		COMPLETION BOND - SWC100419015	091410		09/14/2010	500.00	09/10	0
51-16670	WATER UTILITY FUND - WATER - WIP								
	401010 RANDY MARRIOTT CONSTRUCT		WATER TANK - ESTIMATE # 1	090310		09/03/2010	152,933.55	09/10	45070900
10-43-241	GENERAL FUND - ADMINISTRATIVE - Materials & Supplies								
	5777 RECOMMENDED BUILDING MAIN		CUSTODIAL SUPPLIES	110297		09/01/2010	56.00	09/10	0
10-43-370	GENERAL FUND - ADMINISTRATIVE - Professional & Tech. Services								
	5777 RECOMMENDED BUILDING MAIN		CUSTODIAL SERVICES	110297		09/01/2010	497.00	09/10	0
10-43-312	GENERAL FUND - ADMINISTRATIVE - Professional/Tech. - Engineer								
	5783 REEVE & ASSOCIATES, INC		STAKING PARKING/FENCING ON 2225 e	21314		07/19/2010	550.00	08/10	0
10-15800	GENERAL FUND - SUSPENSE								
	5870 ROCKY MOUNTAIN POWER		POWER BILL	09/03/		09/03/2010	2,676.04	09/10	0
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
	5760 RVS VALU MART		GASOLINE - PUBLIC WORKS	072010		09/22/2010	176.36	09/10	0
10-61-411	GENERAL FUND - CLASS "C" ROADS - Snow Removal								
	5760 RVS VALU MART		GASOLINE - SNOW PLOW	072010		09/22/2010	176.35	09/10	0

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10-43-313	GENERAL FUND - ADMINISTRATIVE - Professional/Tech. - Attorney 6456 SMITH KNOWLES PC	MONTHLY ATTORNEY FEES		108151		08/31/2010	1,300.00	08/10	0
51-40-480	WATER UTILITY FUND - EXPENDITURES - Special Water Supplies 6506 SOUTH WEBER IRRIGATION	WATER SHARES		2010		09/14/2010	1,270.00	09/10	0
45-21350	CAPITAL PROJECTS FUND - PERFORMANCE BONDS ON DEPOSIT 41800 SRC CONSTRUCTION	COMPLETION BOND RELEASE- SWC 100223007		091410		09/14/2010	500.00	09/10	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint. 6780 T J TRAILERS	CONVOLUTED LOOM		43485		08/25/2010	3.30	08/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL 13583 TAYLOR, RON	WWFL OFFICIAL - CERTIFIED		091110		09/11/2010	80.00	09/10	0
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint. 6498 THE STORE	MISC ITEMS, BATTERIES, GLOVES		1007		09/20/2010	368.04	09/10	0
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance 6498 THE STORE	FUEL		1007		09/20/2010	1,673.74	09/10	0
10-43-610	GENERAL FUND - ADMINISTRATIVE - Miscellaneous Supplies 6815 THOMAS, EMILY	REIMBURSEMENT - SOFTWARE		091510		09/15/2010	64.85	09/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL 13752 THREDGOLD, DEL	FOOTBALL REFEREE		092510		09/25/2010	120.00	09/10	0
	13752 THREDGOLD, DEL	FOOTBALL REFEREE		090410		09/04/2010	160.00	09/10	0
							280.00	*	
10-57-250	GENERAL FUND - FIRE PROTECTION - Equipment Supplies & Maint. 7102 UTAH COMMUNICATIONS AGEN	MONTHLY FIRE DEPT RADIO FEE		36910		09/20/2010	651.00	09/10	0
	7102 UTAH COMMUNICATIONS AGEN	MONTHLY PUB WORK RADIO FEE		36911		09/20/2010	139.50	09/10	0
							790.50	*	
10-22500	GENERAL FUND - HEALTH INSURANCE PAYABLE 5543 UTAH RETIREMENT SYSTEMS	PERFERRED CHOICE DENTAL -		090110		09/20/2010	508.70	09/10	0
51-40-270	WATER UTILITY FUND - EXPENDITURES - Water - Power & Pumping 13059 UTILITY COST MANAGEMENT CC	UTILITY MANAGEMENT		14056		09/10/2010	432.99	09/10	0
52-40-270	SEWER UTILITY FUND - EXPENDITURES - Sewer - Power & Pumping 13059 UTILITY COST MANAGEMENT CC	UTILITY MANAGEMENT		14056		09/10/2010	432.99	09/10	0

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20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	13760	WEBSTER, DARRELL	FOOTBALL REFEREE	092510		09/25/2010	120.00	09/10	0
	13765	WELCH, HAROLD	FOOTBALL REFEREE	091110		09/11/2010	60.00	09/10	0
							60.00	*	
10-70-261	GENERAL FUND - PARKS - Grounds Supplies & Maintenance								
	7980	WILKINSON SUPPLY	PARK SUPPLIES	74766		08/23/2010	57.62	08/10	0
Grand Total:							<u>246,696.19</u>		

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

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

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

Report Criteria:

Invoice.Payment Due Date = {<=}10/02/2010



## Report Criteria:

Invoice.Payment Due Date = {&lt;=} 10/09/2010

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45-40-740	CAPITAL PROJECTS FUND - EXPENDITURES - GENERAL CAPITAL PROJECTS								
	1017 BOWEN CONSTRUCTION		CANYON MEADOWS PARK -	083110		09/08/2010	95,000.00	08/10	45010900
20-71-262	RECREATION FUND - RECREATION EXPENDITURES - General Government Buildings								
	1663 CROFT-BECK FLOORS, INC.		REFINISHING FAC GYM FLOOR	1325	1914	09/10/2010	3,162.00	08/10	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								
	2235 DURKS PLUMBING		PARK	01696889		08/31/2010	21.48	08/10	0
	2235 DURKS PLUMBING		PARK	01699743		09/15/2010	9.66	09/10	0
	2235 DURKS PLUMBING		PARK	01698479		09/08/2010	9.44	09/10	0
							40.58	*	
	2310 EVCO HOUSE OF HOSE		HYDRAULIC HOSE	3535482		09/15/2010	43.67	09/10	0
							43.67	*	
51-16670	WATER UTILITY FUND - WATER - WIP								
	13014 HANSEN & ASSOCIATES		ENGINEERING SERVICES FOR WATER	10584		09/08/2010	7,301.00	08/10	45070900
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	4835 HD SUPPLY WATERWORKS		BLUE PAINT	1878588		09/16/2010	126.72	09/10	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								
	3120 HERRICK INDUSTRIAL SUPPLY		VESTS & EAR PLUGS	1423756-01		09/15/2010	126.03	09/10	0
51-16670	WATER UTILITY FUND - WATER - WIP								
	3452 INTERMOUNTAIN TESTING SER\		WATER TANK SAMPLE	37942		09/11/2010	408.60	09/10	0
	3452 INTERMOUNTAIN TESTING SER\		WATER TANK SAMPLE	37993		09/18/2010	308.00	09/10	0
	3452 INTERMOUNTAIN TESTING SER\		WATER TANK SAMPLE	97994		09/18/2010	469.00	09/10	0
	3452 INTERMOUNTAIN TESTING SER\		WATER TANK SAMPLE	37900		09/04/2010	53.00	09/10	45070900
							1,238.60	*	
45-40-740	CAPITAL PROJECTS FUND - EXPENDITURES - GENERAL CAPITAL PROJECTS								
	3840 KASTLE ROCK EXCAVATING INC		CANYON MEADOWS/TRAIN	1716	1915	09/08/2010	275.00	09/10	45010903
10-43-136	GENERAL FUND - ADMINISTRATIVE - HRA Reimbursement - Health Ins								
	3860 KEYES ADMINISTRATORS		EMPLOYER HRA DEPOSIT	093010		09/30/2010	500.00	09/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	4125 LOWES PROX		REC - FOOTBALL SUPPLIES	923020		09/23/2010	145.00	09/10	0
	4125 LOWES PROX		REC - FOOTBALL SUPPLIES	923621		09/01/2010	116.96	09/10	0

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
							261.96	*	
10-57-360	GENERAL FUND - FIRE PROTECTION - Education & Training								
	4800 NFPA		TRAINING SUPLIES	4972961Y	1623	09/08/2010	575.95	09/10	0
10-61-411	GENERAL FUND - CLASS "C" ROADS - Snow Removal								
	4950 NORTH AMERICAN SALT COMP		SALT FOR SNOW REMOVAL - CREDIT FROM INV#7044373	90017495		12/11/2009	436.28	03/10	0
52-40-490	SEWER UTILITY FUND - EXPENDITURES - Sewer O & M Charge								
	7590 OLDCASTLE PRECAST		VENTED SEWER KIT	21027002		09/13/2010	261.00	08/10	0
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	50003 O'REILLY AUTO PARTS		BOOSTER CABLE	3596121003		09/20/2010	35.99	09/10	0
	50003 O'REILLY AUTO PARTS		BOOSTER CABLE & CHAIN LUBE	3596-121003		09/20/2010	89.83	09/10	0
	50003 O'REILLY AUTO PARTS		BOOSTER CABLE	3596121003		09/20/2010	25.99	09/10	0
	50003 O'REILLY AUTO PARTS		INVERTER	3596119990		09/14/2010	54.99	09/10	0
							154.82	*	
10-60-410	GENERAL FUND - STREETS - Special Highway Supplies								
	5487 POST ASPHALT PAVING		ASPHALT PAVING	2010-362		09/09/2010	1,450.00	08/10	0
10-43-270	GENERAL FUND - ADMINISTRATIVE - Utilities								
	5580 QUESTAR GAS COMPANY		NATURAL GAS BILLS - CITY OFFICE	092110		09/21/2010	24.52	09/10	0
	5580 QUESTAR GAS COMPANY		NATURAL GAS BILLS - 1327 S W DRIVE	092110		09/21/2010	10.88	09/10	0
	5580 QUESTAR GAS COMPANY		NATURAL GAS BILLS - 7355 S 1375 E	092110		09/21/2010	27.01	09/10	0
	5580 QUESTAR GAS COMPANY		NATURAL GAS BILLS - CITY OFFICE	092110		09/21/2010	9.48	09/10	0
	5580 QUESTAR GAS COMPANY		NATURAL GAS BILLS - 1721 S W DRIVE	092110		09/21/2010	22.27	09/10	0
	5580 QUESTAR GAS COMPANY		NATURAL GAS BILLS - 2701 E 7800 S	092110		09/21/2010	5.30	09/10	0
	5580 QUESTAR GAS COMPANY		NATURAL GAS BILLS - 1591 E S W DRIVE	092110		09/21/2010	18.87	09/10	0
							69.29	*	
10-57-280	GENERAL FUND - FIRE PROTECTION - Telephone								
	5645 QWEST		TELEPHONE BILLS - FIRE DEPT	091110		09/11/2010	1.18	08/10	0
10-43-313	GENERAL FUND - ADMINISTRATIVE - Professional/Tech. - Attorney								
	6456 SMITH KNOWLES PC		108150	108150		08/31/2010	158.72	08/10	0
51-40-480	WATER UTILITY FUND - EXPENDITURES - Special Water Supplies								
	6540 STAKER & PARSON COMPANIES		EMERGENCY WATER LEAK	2715509		09/14/2010	198.00	09/10	0
	6540 STAKER & PARSON COMPANIES		EMERGENCY WATER LEAK	2715510		09/14/2010	187.00	09/10	0
	6540 STAKER & PARSON COMPANIES		EMERGENCY WATER LEAK	2718260		09/16/2010	165.73	09/10	0

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
							550.73	*	
51-16670	WATER UTILITY FUND - WATER - WIP								
	401009	STAPP CONSTRUCTION INC	WATER TANK - ESTIMATE #1	091310		09/13/2010	108,300.00	09/10	45070900
53-16510	SANITATION UTILITY FUND - MACHINERY AND EQUIPMENT								
	6871	TOTER INCORPORATED	GARBAGE CANS	268424	1920	09/08/2010	11,510.00	09/10	0
45-40-740	CAPITAL PROJECTS FUND - EXPENDITURES - GENERAL CAPITAL PROJECTS								
	6880	TRAIN MOUNTAIN COMPANY ST	CANYON MEADOWS PARK -	2305	1650	08/02/2010	40.00	09/10	45010903
10-43-262	GENERAL FUND - ADMINISTRATIVE - General Government Buildings								
	7065	UNIFIRST CORPORATION	FIRE STATION -	3561191164		09/22/2010	18.00	09/10	0
	7065	UNIFIRST CORPORATION	CITY MATS	3561186555		09/08/2010	20.80	09/10	0
	7065	UNIFIRST CORPORATION	FIRE STATION -	3561186566		09/08/2010	18.00	09/10	0
	7065	UNIFIRST CORPORATION	CITY MATS	3561191152		09/22/2010	20.80	09/10	0
							77.60	*	
20-71-262	RECREATION FUND - RECREATION EXPENDITURES - General Government Buildings								
	7065	UNIFIRST CORPORATION	FAC TOWELS & MATS -	3561188836		09/15/2010	33.84	09/10	0
	7065	UNIFIRST CORPORATION	FAC TOWELS & MATS -	3561191147		09/22/2010	33.84	09/10	0
	7065	UNIFIRST CORPORATION	FAC TOWELS & MATS -	3561175038		08/04/2010	33.84	08/10	0
	7065	UNIFIRST CORPORATION	FAC TOWELS & MATS -	3561186551		09/08/2010	33.84	09/10	0
	7065	UNIFIRST CORPORATION	FAC TOWELS & MATS -	3561184290		09/01/2010	33.84	09/10	0
	7065	UNIFIRST CORPORATION	FAC TOWELS & MATS -	356117969		08/18/2010	33.84	08/10	0
	7065	UNIFIRST CORPORATION	FAC TOWELS & MATS -	3561172698		07/28/2010	32.49	08/10	0
	7065	UNIFIRST CORPORATION	FAC TOWELS & MATS -	3561177350		08/11/2010	33.84	08/10	0
							269.37	*	
10-22500	GENERAL FUND - HEALTH INSURANCE PAYABLE								
	7320	UTAH LOCAL GOVERNMENTS TI	WORKERS COMP	101010		10/02/2010	1,029.74	10/10	0
10-43-135	GENERAL FUND - ADMINISTRATIVE - Employee Benefit - Health Ins.								
	7320	UTAH LOCAL GOVERNMENTS TI	ACCIDENTAL DENTAL PREMIUM	101010		10/02/2010	4.16	10/10	0
Grand Total:							<u>232,091.84</u>		

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

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

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

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GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
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Report Criteria:

Invoice.Payment Due Date = {<=} 10/09/2010

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# SOUTH WEBER CITY

(A Municipal Corporation of the State of Utah)

Miscellaneous  
Purchase Order

1678

TO: (Company/Person): LN Curtis

DESCRIPTION OF ITEM(S): 2 Sets of Extreme Turn outs

PURCHASE AUTHORIZED BY:	PURCHASE MADE BY:  Tom	Date:
		Amount of Order: \$4123.00
REMIT INVOICE TO:  South Weber City Accounts Payable 1600 East South Weber Drive South Weber, Utah 84405 Phone: 1-801-479-3177 Fax: 1-801-479-0066	South Weber City is a Tax Exempt Entity - D #66926	Department to Charge to:  FORG
	General Ledger Budget Amount: \$	General Ledger Account Number:  10-57-745
	Current Balance: \$	

TELEPHONE: 801-486-7285  
 TOLL FREE: 800-426-0509  
 FAX: 801-487-1278

# L.N.Curtis & sons

EMERGENCY EQUIPMENT & SERVICE

Since 1929

1195 South 300 West Salt Lake City Utah 84101

*Dervak Jr*

INTERMOUNTAIN DIVISION

http://www.LNCURTIS.com

## QUOTATION

<b>DATE</b> September 17, 2010	<b>TERMS</b> NET 30	<b>F.O.B.</b> DESTINATION	<b>DELIV</b> STK - 60 DAYS
--------------------------------	---------------------	---------------------------	----------------------------

**TO: City of South Weber Fire Department**  
**1600 E South Weber Drive**  
**South Weber, UT 84405**

**Attn: Tom Graydon**  
**Email: utgraydons@msn.com**

This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control of the company. L. N. CURTIS and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America. All prices quoted are subject to applicable Federal, State, County or City Taxes and Licenses.

L.N. CURTIS AND SONS

By: *Nancy Thomas*

THANK YOU FOR THE OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE QUESTIONS, NEED ADDITIONAL INFORMATION OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT BRANDON OR JOHN

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
ANY	311774	GLOBE GXTREME COAT, 32" LENGTH <ul style="list-style-type: none"> <li>• PBI MATRIX OUTER SHELL</li> <li>• CALDURA SL THERMAL LINER</li> <li>• CROSSTECH MOISTURE BARRIER</li> <li>• NYC TRIPLE TRIM</li> <li>• 2"X3.5"X7" RADIO POCKET (LEFT CHEST)</li> <li>• 1"X4" PBI MIC STRAP ABOVE RADIO POCKET</li> <li>• 4" NOMEX WRITSTERS</li> <li>• DRAGONHIDE CUFFS</li> <li>• NOMEX USA FLAG - EMBROIDERED</li> <li>• DRAG RESCUE DEVICE (NFPA REQUIRED 2007)</li> <li>• D-RING ABOVE RIGHT BASE POCKET</li> <li>• MIC STRAP ABOVE RIGHT BASE POCKET</li> </ul>	\$1,158.50	
ANY	411774	GLOBE GXTREME PANT <ul style="list-style-type: none"> <li>• PBI MATRIX OUTER SHELL</li> <li>• CALDURA SL THERMAL LINER</li> <li>• CROSSTECH MOISTURE BARRIER</li> <li>• TRIPLE TRIM AROUND CUFFS</li> <li>• DRAGONHIDE KNEE REINFORCEMENTS</li> <li>• SILIZONE PADDING ON KNEES</li> <li>• DRAGONHIDE CUFFS</li> <li>• PADDED H-BACK SUSPENDERS</li> </ul>	\$858.00	
18	LTR	3" L/Y LETTERS SEWN ON UPPER BACK OF JACKET TO READ" SOUTH WEBER FIRE DEPT.	\$2.50	\$45.00

# **SOUTH WEBER CITY COUNCIL**

## Staff Backup Report

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Date of City Council Meeting: **14 Sep (tabled); 21 Sep Work Mtg; ~~28 Sep CC Mtg~~**  
12 Oct

Title: **RES 10-33 Final Acceptance of Canyon Meadows PUD**

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### **BACKGROUND**

July 11, 2000 – Resolution 00-030 Canyon Meadows PUD Final Plat approval  
December 22, 2000 – Final Plat and Developers Agreement recorded  
April 24, 2007 – Resolution 07-13 Approving Final Development Agreement  
August 25, 2010 – Request for Final Bond Release  
September 14, 2010 – Resolution 10-33 Final Acceptance tabled

### **OTHER ATTACHMENTS**

Wetland Delineation Map 2006  
So Weber Irrigation 13 Water Shares  
Escrow Status spreadsheet  
Recorded Plat

### **CONCLUSION**

Canyon Meadows PUD is ready for final acceptance. Final the seal coat will be done by the city; city will withdraw amount approved by city engineer to complete this. Mr. Turville is in agreement with this option. Mr. Turville will get a bid estimate which will be provided prior to September 28 meeting.

Staff consulted with Steve Noel regarding the issue. A memo has been requested from Mark Larsen. Any additional information received will be sent out prior to the meeting.

## **RESOLUTION 10-33**

### **Canyon Meadows PUD - Davis County Plat 13-220 FINAL ACCEPTANCE**

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

**WHEREAS**, the Canyon Meadows PUD final plat and conditional use permit was approved on 11 July 2000; and

**WHEREAS**, on 24 April 2007, the City Council of South Weber approved a follow-up Development Agreement with Leonard K.M. Fong to clarify details related to the retention basin, secondary water system, park improvements, escrow funds, secondary water shares, wetlands, and street lights; and

**WHEREAS**, in said Agreement the City acknowledged conditional acceptance of the improvements completed on the Property as of 31 October 2006; and

**WHEREAS**, the provisions of said Agreement have been fulfilled to the best of the City's and Mr. Fong's knowledge; and

**WHEREAS**, the city staff recommends Final Acceptance of Canyon Meadows PUD subdivision;

**THEREFORE**, be it hereby resolved, the City Council of South Weber City hereby approves Final Acceptance of Canyon Meadows PUD, Davis County Plat 13-220, with the following conditions:

1. The seal coat has not been completed on the roads within the subdivision; the city will withdraw funds from the escrow account in an amount approved by the city engineer for the completion of this improvement;
2. All remaining escrow funds for Canyon Meadows PUD, with the exception of the funds necessary to complete the seal coat, shall be released to the developer upon payment in full of any fees that may be due to the city.
3. Upon final release of escrow funds, the City will assume full responsibility for ownership and maintenance of improvements.

**PASSED AND ADOPTED** by the City Council of South Weber City this **12<sup>th</sup> day of October, 2010.**

---

**Jeffery G. Monroe, Mayor**

**Attest:**

---

**Erika J. Ahlstrom, City Recorder**



1762 West 1350 South  
Ogden, UT 84401

PHONE (801) 732-0205  
FAX (801) 732-0206



# Asphalt Paving & Construction

QUALITY • SERVICE • INTEGRITY

- CUSTOM DRIVEWAYS
- STREET / SUBDIVISIONS
- PARKING LOTS
- CONCRETE WORK
- PATCHING (YEAR ROUND)
- OVERLAYS
- CRACK SEAL / SEAL COATING
- EXCAVATING / GRADING

## PROPOSAL and CONTRACT

Customer Name: Turvell, Scott  
Customer Address:

Date: 9/24/2010  
Job Name: Canyon Meadows So...  
Estimate #: 667  
Your Contact: Nick Marriott

Item	Description	Quantity	Rate	Amount
Seal coat	Power clean existing asphalt & apply two coats of asphalt emulsion sealer (196,484 SF)	196,484	0.11	21,613.24

Only items marked are included in this bid.

Tack Cost \_\_\_\_\_ Striping \_\_\_\_\_ Sterilization \_\_\_\_\_ Saw Cutting \_\_\_\_\_ Traffic Control \_\_\_\_\_ Compaction Testing \_\_\_\_\_ Surveying \_\_\_\_\_

**Total** \$21,613.24

**TERMS:** Payment due upon completion unless specified as follows: Net \_\_\_\_\_ days.  
Invoices subject to 1.5% interest per month beginning 30 days following the due date. In the event it becomes necessary for the contractor to file suit to collect any money due, hereunder or for breach thereof, the owner agrees to pay, in addition to the amount due, all costs of enforcement including reasonable attorney fees. **Lien notice: Post Asphalt Paving & Construction reserves the right to file a Preliminary Lien Notice or Mechanic Lien on property which is the subject of this contract.**

### ACCEPTANCE OF PROPOSAL

(This proposal may be withdrawn if not accepted within 30 days)

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. I understand that Post Asphalt Paving & Construction is not liable for conditions beyond their control or Acts of God which delay completion of a specified job.

Date of Acceptance \_\_\_\_\_ By \_\_\_\_\_

CUSTOMER

# Memo

**To:** Erika  
**From:** Mark  
**Date:** October 6, 2010  
**Re:** Canyon Meadows development agreement

---

1. The retention basin did not need to be constructed
2. I believe all but item C. place a valve cover on each secondary valve are complete.

It looks to me that it is time we just take it for what it is and move on.

August 25, 2010

South Weber City  
Erika J. Ahlstrom, City Recorder  
1600 East South Weber Drive  
South Weber , Utah 84405

RE: Full Bond Release and Completion of Development Agreement  
Canyon Meadows, PUD  
Escrow Account #0709100207

Erika,

Pursuant to our telephone conversation this week, please use this letter as our formal release request for the Canyon Meadows Subdivision. As I mentioned to you on the phone, I had delivered to Matt Dixon, and sent a copy by Mail to him, a formal release request months and months ago.

All we were waiting for with Matt ( Development Agreement) was the installation of the street lights, which just before he left he confirmed were in.

The improvements were accepted on October 31, 2006 and the Warranty Period was completed one year later on October 31, 2007. As is the case the only thing pending was street lights which Matt confirmed were installed pursuant to his direction.

Please take the action necessary to release the remaining bond amount.

Thank you,

  
Attorney in Fact

HAND DELIVERED

RECEIVED BY:



**RESOLUTION 07-13**  
**DEVELOPMENT AGREEMENT BETWEEN SOUTH WEBER CITY AND**  
**LEONARD K.M. FONG – CANYON MEADOWS PUD**

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

**WHEREAS**, the City Council of South Weber approved the Canyon Meadows PUD final plat and conditional use permit on 11 July 2000, and

**WHEREAS**, the project conditions and improvements have been completed in accordance with approved plans and drawings, and

**WHEREAS**, the City and Developer have agreed to enter into this final agreement to clarify details related to the retention basin, secondary water system, park improvements, escrow funds, secondary water shares, and wetlands, and

**WHEREAS**, the City Council and staff of South Weber have reviewed the agreement and have determined that it is in the best interest of the City to enter into said agreement.

**NOW THEREFORE**, be it resolved that the City Council of South Weber resolves to approve the Development Agreement (attached) between South Weber City and Leonard K.M. Fong.

**Passed and Resolved** by the City Council of South Weber City this **24<sup>th</sup>** day of April, 2007.

Approved

\_\_\_\_\_  
Joseph E. Gertge, Mayor

ATTEST:

\_\_\_\_\_  
Erika Ahlstrom, City Recorder

**DEVELOPMENT AGREEMENT  
BETWEEN SOUTH WEBER CITY AND  
LEONARD K.M. FONG**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 03 day of May, 2007 (the "Effective Date") between Leonard K.M. Fong ("Fong") and South Weber City, a Utah municipal corporation (the "City"), and is executed in connection with the following facts:

**RECITALS**

A. Fong is the owner of fee simple title in and to certain property known as the Canyon Meadows PUD located in South Weber City, Utah and is more particularly described on Exhibit A attached hereto (the "Property");

B. A final plat (the "Plat") of the Property was recorded on December 22, 2000, in Book 2928 at page 689 of the official records of the Davis County Recorder, after all required approvals from the City and others were obtained as provided in the City's subdivision ordinances;

C. The City and Fong wish to define the rights and responsibilities of the parties with respect to the development of the Property, the issuance of building permits, and funding for certain park improvements, and secondary water system.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Fong hereby agree as follows:

**AGREEMENT**

1. Retention Basin. The City and Fong acknowledge that the retention basin (the "Basin") depicted in the unnumbered lot located directly North of Lot 20, as shown on the Plat (the "Basin Lot"), will not be required for the Property if a pressurized system for secondary water is installed to serve the Property (the "System"). Accordingly, in order to provide adequate assurance to the City that either the System or the Basin will be installed to serve the Property, Fong shall deposit the sum of **\$25,000.00** (the "Deposit") with the City within ten days of the Effective Date. The City shall hold and apply the Deposit as follows:

(a) If the System is installed within 24 months of the Effective Date, or such longer period as may be approved by the City, the City shall return the Deposit, with any interest earned thereon, to Fong.

(b) If the System is not installed within 24 months of the Effective Date, or such longer period as may be approved by the City, Fong shall promptly, and in any event within six months thereafter, subject to limitations imposed by the weather, install, maintain and operate the Basin and the corresponding secondary water system. In such event, Fong shall be entitled to use the funds held on deposit with the City to pay the actual and reasonable costs of installing the

Basin as such costs are incurred, upon the presentation to the city of invoices from Fong's contractors for the completion of such work. Unless the City reasonably objects to an invoice presented by Fong, the City shall make the payment to the contractor or supplier shown on the invoice as requested by Fong promptly following the delivery of any such invoice. Any excess funds remaining from the Deposit shall be released to Fong upon completion of the work. Any additional costs shall be Fong's sole responsibility.

2. Park. The parties acknowledge that the City holds a cash bond in the amount of **\$165,000.00** (the "Bond Amount") as security for the estimated cost of improvements that Fong is obligated to provide in the area designated as "Public Open Space" on the Plat. The City and Fong agree that within ten days of the Effective Date: (i) the Bond Amount shall be released to the City, (ii) Fong shall pay an additional amount of **\$ 39,981** (the "Additional Payment"), and (iii) Fong shall assign to the City **13** shares of water in the South Weber Ditch Company. The City may use the funds from the Bond Amount and Additional Payment for whatever improvements in the Public Open Space that the City may deem advisable ("Open Space Improvements"). Fong agrees to cooperate and assist the City to complete the Open Space Improvements. Upon completion of the Open Space Improvements, Fong shall be released of all obligations with regard to the Open Space Improvements, and the City shall accept sole responsibility for the same. Additionally, Fong agrees to install **eight (8)** street lights throughout the subdivision as approved by City staff, excluding the parking lots.

3. Building Permits. Except with regard to lots which may contain wetlands (lots No. 29, 46, 47, 50, 51, 52, 53, 56 and 57) , as to which the consent of the Army Corps of Engineers may be required in order to obtain a building permit, owners of lots in the Property shall be entitled to obtain building permits for residential construction and receive occupancy permits in accordance with the City's ordinances of general applicability, and shall not be subject to any other or additional requirements in order to obtain such permits. Notwithstanding the foregoing, the building permits shall not be issued until the following shall be completed to the city's specifications as approved by the City's authorized official:

- a. Lengthen the ladders in the manholes to city specifications;
- b. Concrete spilled at base of manholes to be removed;
- c. Place a valve cover on each secondary water valve (**not required for building permits, but only for occupancy permits**);
- d. Cut a flow line into the existing sewer manhole on 475 East; and,
- e. Place a cover/top on the clean out box for storm drains.
- f. Letter from South Weber Irrigation Company verifying Fong is in good standing with their company, the receipt and sufficiency of which is acknowledged by the City.

4. Improvements Warranty. The City acknowledges acceptance of the improvements currently completed on the Property as of **31 October 2006** ("Completion Date") and confirms that the warranty period for the improvements continues from the Completion Date for a period of one (1) year.

5. Assignment. With the prior written consent of the City, which consent shall not be unreasonably withheld, Fong may assign his rights under this Agreement to a person or entity who agrees to assume the obligations of Fong hereunder. This Agreement shall be binding on any and all successors and assigns of Fong in the ownership or development of any portion of the Property, provided that no individual lot owners shall be responsible for Fong's obligations hereunder.

6. No Partnership, Joint Venture, Third Party Rights. Nothing in this Agreement may be construed to establish any partnership, joint venture, or principal/agency relationship between Fong and the City. This Agreement is not intended to create any rights in favor of any third party or third party beneficiary.

7. Entire Agreement. This Agreement, together with any schedules appended hereto as they may from time to time be amended, contains the entire understanding with respect to the subject matter hereof, among the parties and all prior discussions, negotiations and agreements, whether oral or written, concerning the subject matter of this Agreement, are deemed merged into and superseded by this Agreement.

8. Attorney's Fees. If Fong or the City shall default in the performance of any of the terms and conditions of this Agreement, the non-defaulting party or parties shall be entitled to recover all costs, charges, and expenses of enforcing this Agreement including reasonable attorneys' fees, paralegal fees, and costs, including, but not limited to, attorneys' and paralegal fees incurred in any trial, bankruptcy, or appellate proceedings.

9. Amendment/Binding Effect. No party to this Agreement may amend or modify this Agreement, except in writing executed by all of the parties hereto. This Agreement shall be binding on and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

10. Severability. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any law applicable to the terms hereof, then the remainder of this Agreement shall not be affected thereby, and in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

11. Waiver. Any term, condition, or provision of this Agreement may be waived in writing at any time by the party that is entitled to the benefits thereof.

12. Notice. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service, by U.S. mail, certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Fong: Leonard K. M. Fong  
1528 Evergreen Lane  
Salt Lake City, Utah 84106  
Attn: Scott Turville  
Tel: (801) 550-5612

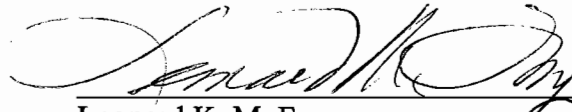
With a copy to David K. Broadbent  
Holland & Hart LLP  
60 East South Temple, Suite 2000  
Salt Lake City, Utah 84111

If to City: South Weber City  
1600 E. South Weber Drive  
South Weber City, UT 84405

With a copy to: Stephen F. Noel  
Smith Knowles  
4723 Harrison Blvd., #200  
Ogden, UT 84403

Any party to this Agreement may change its address for purposes of this Section by giving written notice to the other parties in the manner set forth in this Section.


13. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah without reference to conflict of laws principles.

  
\_\_\_\_\_  
Leonard K. M. Fong

SOUTH WEBER CITY, a Utah municipal corporation

By:   
Its: Mayor

Attest:

  
\_\_\_\_\_  
City Recorder  
Approved as to Form:

  
\_\_\_\_\_  
City Attorney 5/3/07



Hawaii  
State of ~~Utah~~ )  
City of Honolulu :SS  
County of Honolulu)

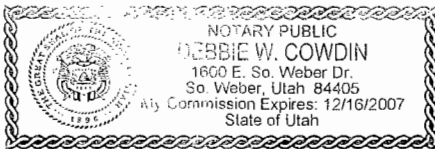
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2007, by Leonard K.M. Fong.

LS

Gayle M. Ishii  
Notary Public Notary Public, State of Hawaii

State of Utah )  
                                  :SS  
County of Davis)

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 2007, by Joseph E Gertge and Erika J Ahlstrom, as the Mayor and the City Recorder of South Weber City, a Utah municipal corporation.



Debbie W Cowdin  
Notary Public

### CONSENT OF SOUTH WEBER IRRIGATION COMPANY

South Weber Irrigation Company hereby consents to Sections 1 and 7-15 of this Agreement and agrees to be bound thereby.

South Weber Irrigation Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# ESCROW WORKSHEET

Subdivision

Canyon Meadows

To City

To City

3/21/2001    5/19/2003    3/15/2004    12/6/2006    10/17/2007    09/11/09

				1st Draw	2nd Draw	3rd Draw	4th Draw	5th Draw	Balance	% Used	% Remain
<b>Roads &amp; Grading</b>	Quantity	Unit Price	Total								
Cutting and Grading of Streets	5500	\$ 6.00	\$ 33,000.00	\$ (33,000.00)					\$ -	100%	0%
Asphalt including Crushed RB	5500	\$ 44.00	\$ 242,000.00		\$ (83,900.00)		\$ (138,100.00)	\$ (20,000.00)	\$ -	100%	0%
Chip and Seal	5500	\$ 3.00	\$ 16,500.00						\$ 16,500.00	0%	100%
Monuments	17	\$ 200.00	\$ 3,400.00						\$ 3,400.00	0%	100%
									\$ -		
<b>Subtotal</b>			\$ 294,900.00	\$ (33,000.00)	\$ (83,900.00)	\$ -	\$ (138,100.00)	\$ (20,000.00)	\$ 19,900.00	93%	7%
<b>Sidewalk</b>									\$ -		
Concrete Sidewalks w/RB	11000	\$ 8.00	\$ 88,000.00				\$ (84,461.94)	\$ (3,538.06)	\$ -	100%	0%
									\$ -		
<b>Subtotal</b>			\$ 88,000.00				\$ (84,461.94)	\$ (3,538.06)	\$ -	100%	0%
<b>Curb and Gutter</b>											
High Back Curb w/RB	11000	\$ 8.64	\$ 95,040.00	\$ -	\$ (95,040.00)				\$ -	100%	0%
				\$ -					\$ -		
<b>Subtotal</b>			\$ 95,040.00	\$ -	\$ (95,040.00)	\$ -	\$ -		\$ -	100%	0%
<b>Street Signs</b>											
Signs	10	\$ 200.00	\$ 2,000.00						\$ 2,000.00	0%	100%
Street Lights	20	\$ 1,100.00	\$ 22,000.00						\$ 22,000.00	0%	100%
									\$ -		
<b>Subtotal</b>			\$ 24,000.00	\$ -	\$ -	\$ -	\$ -		\$ 24,000.00	0%	100%
<b>Water System</b>	Quantity	Unit Price	Total								
Water Main 10"	3498	\$ 20.50	\$ 71,709.00	\$ (71,709.00)					\$ -	100%	0%
Water Main 8"	2175	\$ 16.50	\$ 35,887.50	\$ (25,887.50)	\$ (10,000.00)				\$ -	100%	0%
Valves 10"	12	\$ 1,788.12	\$ 21,457.44	\$ (21,457.44)					\$ -	100%	0%
Valves 8"	10	\$ 821.91	\$ 8,219.10	\$ (8,219.10)					\$ -	100%	0%
Services 1"	101	\$ 580.00	\$ 58,580.00		\$ (58,580.00)				\$ -	100%	0%
Hot Taps	3	\$ 1,498.79	\$ 4,496.37	\$ (4,496.37)					\$ -	100%	0%
Blow Off	1	\$ 273.22	\$ 273.22	\$ (273.22)					\$ -	100%	0%
Raise and Collar Valve Box	22	\$ 100.00	\$ 2,200.00	\$ (2,200.00)					\$ -	100%	0%
Fire Hydrants	12	\$ 1,850.00	\$ 22,200.00	\$ (22,200.00)					\$ -	100%	0%
10" Dia. CL 51 on SW Drive	3000	\$ 22.50	\$ 67,500.00	\$ (27,800.00)	\$ (37,500.00)		\$ (2,200.00)		\$ -	100%	0%
									\$ -		
<b>Subtotal</b>			\$ 292,522.63	\$ (184,242.63)	\$ (106,080.00)	\$ -	\$ (2,200.00)		\$ -	100%	0%
<b>Secondary Water</b>	Quantity	Unit Price	Total								
8" PVC	5580	\$ 11.50	\$ 64,170.00		\$ 14,233.90				\$ 78,403.90	-22%	122%
Valves 8"	10	\$ 476.86	\$ 4,768.60						\$ 4,768.60	0%	100%
Single Service Laterals	101	\$ 400.00	\$ 40,400.00				\$ (16,827.50)		\$ 23,572.50	42%	58%
Single Service Valves	101	\$ 37.50	\$ 3,787.50						\$ 3,787.50	0%	100%
Raise and Collar Valve Box	10	\$ 100.00	\$ 1,000.00						\$ 1,000.00	0%	100%
Pump Station and Basin	1	\$ 50,000.00	\$ 50,000.00						\$ 50,000.00	0%	100%
									\$ -		
<b>Subtotal</b>			\$ 164,126.10	\$ -	\$ 14,233.90	\$ -	\$ (16,827.50)		\$ 161,532.50	2%	98%
<b>Sewer Lines</b>	Quantity	Unit Price	Total								
Main 8"	4901	\$ 14.50	\$ 71,064.50	\$ (71,064.50)					\$ -	100%	0%
Manholes 60"	7	\$ 2,000.00	\$ 14,000.00	\$ (14,000.00)					\$ -	100%	0%
Manholes 48"	19	\$ 1,500.00	\$ 28,500.00	\$ (28,500.00)					\$ -	100%	0%

**eahlstrom:**  
Released to City per agreement paragraph #2 as "Additional Payment"

**eahlstrom:**  
Released to City per agreement paragraph #2 as "Additional Payment"

**eahlstrom:**  
Hold until street lights installed in accordance with #2 of agreement



Sewer Laterals 4"	101	\$ 400.00	\$ 40,400.00	\$ (31,619.90)	\$ (8,780.10)			\$ -	100%	0%	
Raise Manhole and Collar	26	\$ 100.00	\$ 2,600.00		\$ (2,600.00)			\$ -	100%	0%	
Connect to Existing	2	\$ 400.00	\$ 800.00		\$ (800.00)			\$ -	100%	0%	
Video Inspection and Cleaning	4901	\$ 1.50	\$ 7,351.50		\$ (3,951.50)		\$ (3,400.00)	\$ -	100%	0%	
<b>Subtotal</b>			\$ 164,716.00	\$ (145,184.40)	\$ (16,131.60)	\$ -	\$ (3,400.00)	\$ 0.00	100%	0%	
<b>Storm Drainage</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>								
15" Pipe	2360	\$ 18.00	\$ 42,480.00	\$ (42,480.00)				\$ -	100%	0%	
18" Pipe	430	\$ 21.00	\$ 9,030.00	\$ (9,030.00)				\$ -	100%	0%	
21" Pipe	30	\$ 26.00	\$ 780.00	\$ (780.00)				\$ -	100%	0%	
24" Pipe	60	\$ 30.00	\$ 1,800.00	\$ (1,800.00)				\$ -	100%	0%	
27" Pipe	970	\$ 45.00	\$ 43,650.00	\$ (43,650.00)				\$ -	100%	0%	
30" Pipe	590	\$ 60.00	\$ 35,400.00	\$ (35,400.00)				\$ -	100%	0%	
36" Pipe	1000	\$ 75.00	\$ 75,000.00	\$ (75,000.00)				\$ -	100%	0%	
Retention/Detention Pond	1	\$ 28,500.00	\$ 28,500.00	\$ (28,500.00)				\$ -	100%	0%	
Inlet Boxes	9	\$ 925.00	\$ 8,325.00	\$ (5,564.29)	\$ (2,760.71)			\$ -	100%	0%	
Cleanouts/Combination Box	10	\$ 1,600.00	\$ 16,000.00	\$ -	\$ (16,000.00)			\$ -	100%	0%	
Land Drain	1	\$ 62,500.00	\$ 62,500.00	\$ (34,000.00)	\$ (51,265.03)			\$ (22,765.03)	136%	-36%	
<b>Subtotal</b>			\$ 323,465.00	\$ (242,204.29)	\$ (52,760.71)	\$ (51,265.03)	\$ -	\$ (22,765.03)	107%	-7%	
<b>Parks</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>								
Sprinklers	1	\$ 125,000.00	\$ 125,000.00				(\$125,000.00)	\$ -	100%	0%	
Grass	1	\$ 40,000.00	\$ 40,000.00				(\$40,000.00)	\$ -	100%	0%	
<b>Subtotal</b>			\$ 165,000.00	\$ -	\$ -	\$ -	\$ -	\$ (165,000.00)	100%	0%	
<b>Misc</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>								
Fence/Waterways	5880	5.25	\$ 30,870.00	\$ (15,435.00)	\$ (15,435.00)			\$ -	100%	0%	
Spalding Ditch	2382	4.2	\$ 10,004.40	\$ (8,003.56)	\$ (2,000.88)			\$ (0.04)	100%	0%	
<b>Subtotal</b>			\$ 40,874.40	\$ (23,438.56)	\$ (17,435.88)	\$ -	\$ -	\$ (0.04)	100%	0%	
<b>Administrative Fee</b>											
.005 of Total Escrow	1	9634	\$ 9,634.00		\$ (9,582.34)			\$ (51.66)	\$ (0.00)	100%	0%
<b>Subtotal</b>			\$ 9,634.00		\$ (9,582.34)			\$ (51.66)	\$ (0.00)	100%	0%
<b>Dust Control</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>								
\$2,000 per Acre	44.8	2000	\$ 89,600.00		\$ (1,792.00)		(\$16,391.28)	\$ 71,416.72	20%	80%	
<b>Subtotal</b>			\$ 89,600.00	\$ -	\$ (1,792.00)	\$ -	\$ -	\$ (16,391.28)	\$ 71,416.72	20%	80%
<b>Subtotal All</b>			\$ 1,751,878.13	\$ (628,069.88)	\$ (368,488.63)	\$ (51,265.03)	\$ (244,989.44)	\$ (204,981.00)	\$ 254,084.15	85%	15%
10% Escrow Warrantee			\$ 175,187.81					\$ 175,187.81	0%	100%	
<b>Subtotal</b>			\$ 1,927,065.94								
<b>Total</b>			\$ 1,927,065.94	\$ (628,069.88)	\$ (368,488.63)	\$ (51,265.03)	\$ (244,989.44)	\$ (204,981.00)	\$ 429,271.96	78%	22%
<b>Balance</b>				<b>1st Draw</b>	<b>2nd Draw</b>	<b>3rd Draw (city)</b>	<b>4th Draw</b>	<b>5th Draw (city)</b>	<b>Balance</b>	<b>% Used</b>	<b>% Remain</b>
				\$ 1,298,996.06	\$ 930,507.43	\$ 879,242.40	\$ 634,252.96	\$ 429,271.96			

eahlstrom:  
Released to City for Park

eahlstrom:  
Released to City per  
agreement paragraph #2  
as "Additional Payment"

mdixon:  
Gingers original  
calculations for this  
release were off by \$10  
at \$358,498.63.

eahlstrom:  
Released to City for storm  
drain work

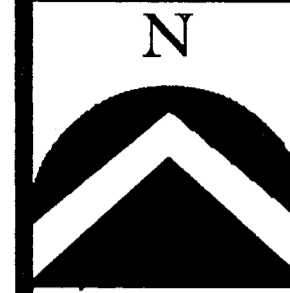
Erika:  
This was an "all with the  
exception of \$634,252.96"  
release



# CANYON MEADOWS PUD

in SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
 LOCATED IN SECTIONS 28 AND 29, TOWNSHIP 5 NORTH,  
 RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

PREFIX  
 13-220  
 PG 2 OF 3  
 LAST #  
 0109



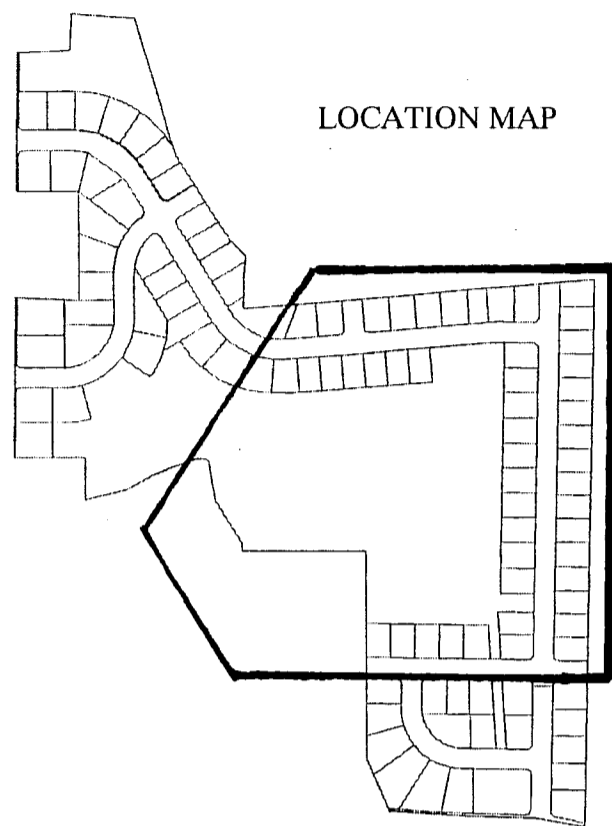
SCALE:  
 1" = 100'

DEVELOPMENT: CANYON MEADOWS PUD  
 (PG 2) 6-28, 31-53, DET BASIN, WETLANDS/ PUBLIC OPEN SP  
 (DEV) 1-101, DET POND, RET BASIN,  
 CITY: SOUTH WEBER LOTS: 4 PUBLIC OPEN SPACE, 2 WETLANDS/ PUBLIC OPEN SPACE

PT SEC. 28 & 29, T.5N, R. 1W  
 S.L.M. DAVIS COUNTY, UTAH  
 R 12-22-00

220 (2 of 3)

13

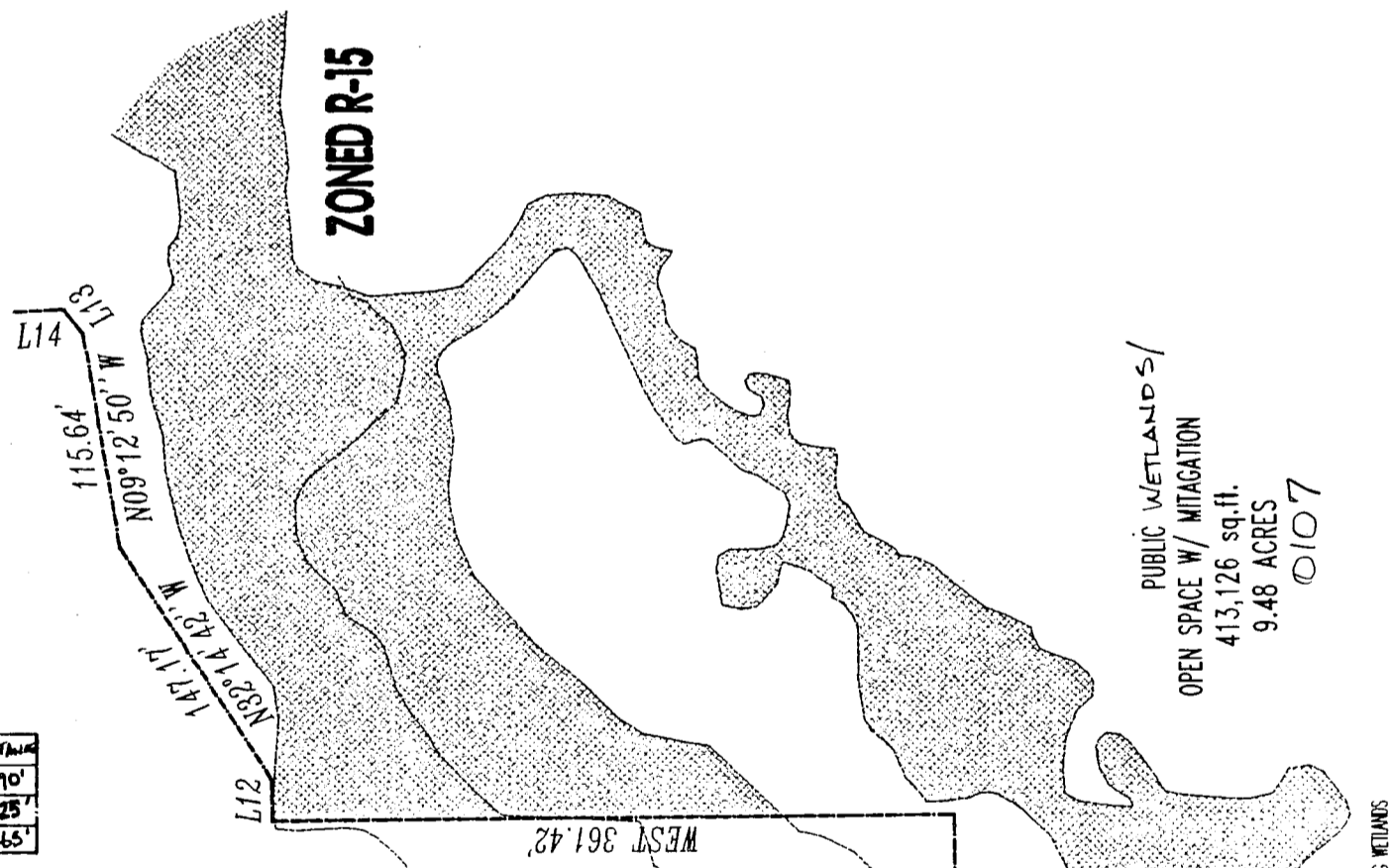


SEE PAGE 1

**RECORDERS MEMO:**

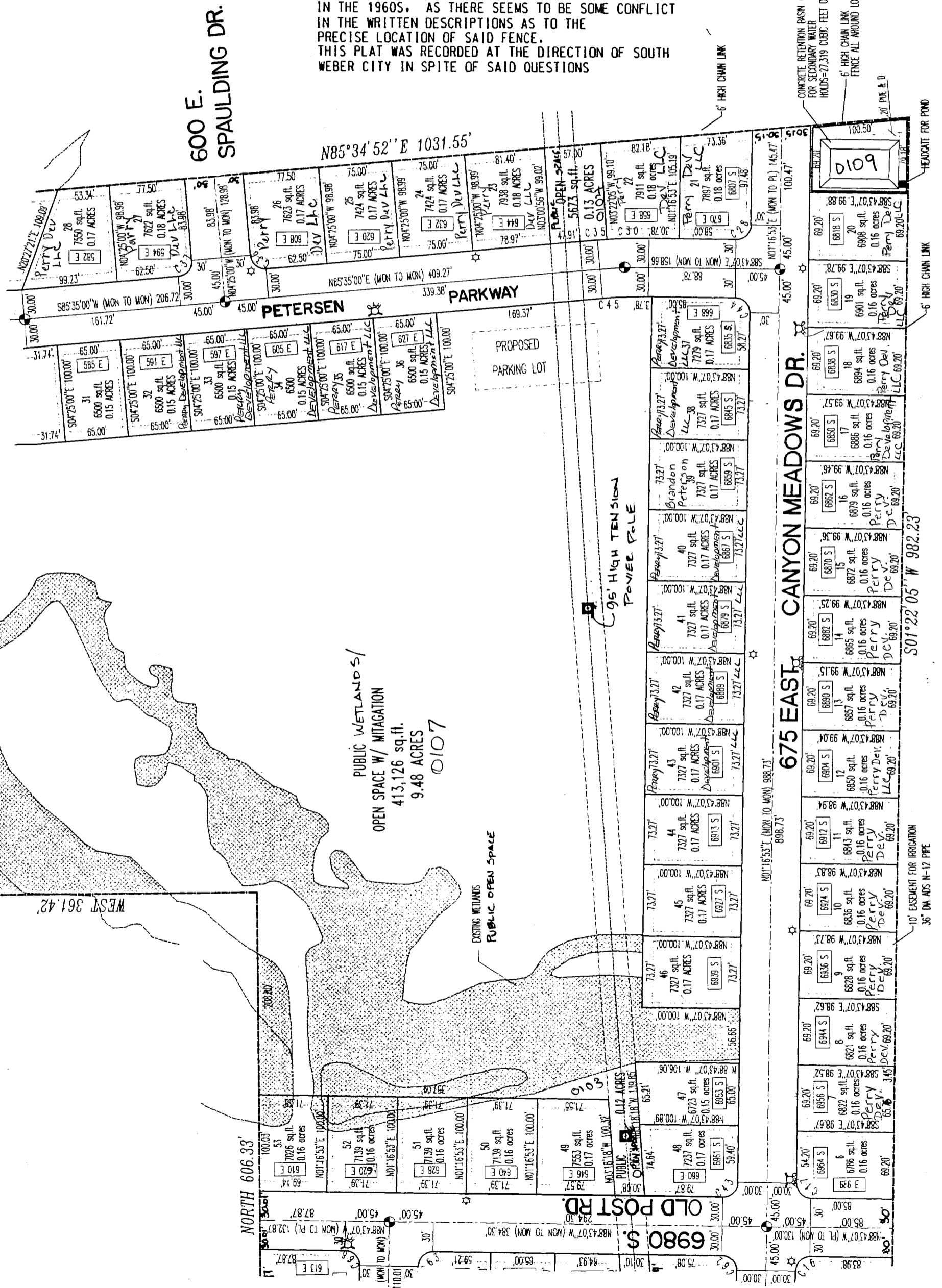
THE 6' CHAIN LINK FENCE SHOWN ALONG THE NORTHERLY LINE OF THIS PLAT MAY OR MAY NOT BE THE FENCE CALLED OUT IN BOUNDARY AGREEMENTS RECORDED IN THE 1960S, AS THERE SEEMS TO BE SOME CONFLICT IN THE WRITTEN DESCRIPTIONS AS TO THE PRECISE LOCATION OF SAID FENCE. THIS PLAT WAS RECORDED AT THE DIRECTION OF SOUTH WEBER CITY IN SPITE OF SAID QUESTIONS

LINE DATA				
NUMBER	DIRECTION	DISTANCE	AREA	REMARKS
L1	N 89°16'22" W	2.87	0.01	
L2	N 89°51'00" W	1.75	0.01	
L3	N 89°16'22" W	3.14	0.02	
L4	N 87°24'29" W	4.55	0.03	
L5	S 88°59'40" E	4.29	0.03	
L6	N 88°59'40" W	4.39	0.03	
L7	N 89°59'57" W	4.17	0.03	
L8	S 87°40'43" W	4.63	0.03	
L9	S 44°30'55" E	54.62	0.16	
L10	S 07°46'08" W	52.92	0.16	
L11	S 01°13'41" W	97.05	0.16	
L12	N 00°26'57" E	21.87	0.16	
L13	N 39°17'12" W	16.24	0.16	
L14	S 87°38'44" W	27.39	0.16	
L15	S 71°02'10" W	69.28	0.16	
L16	S 66°59'09" W	66.21	0.16	
L17	S 60°08'08" W	85.38	0.16	



ZONED R-15

PUBLIC WETLANDS/  
 OPEN SPACE W/ MITIGATION  
 413,126 sq.ft.  
 9.48 ACRES  
 0107



600 E. SPAULDING DR.

N85°34'52" E 1031.55'

PARKWAY

675 EAST CANYON MEADOWS DR.

SEE PAGE 3

**GROUND ZERO ENGINEERING**

6084 SOUTH 900 EAST #202  
 MURRAY, UTAH 84121  
 PH (801) 261-1399 FAX (801) 268-8004



# CANYON MEADOWS PUD

in SOUTH WEBER CITY, DAVIS COUNTY, UTAH

LOCATED IN SECTIONS 28 AND 29, TOWNSHIP 5 NORTH,  
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

PREFIX  
13-220  
PG 3 OF 3

LAST #  
0109

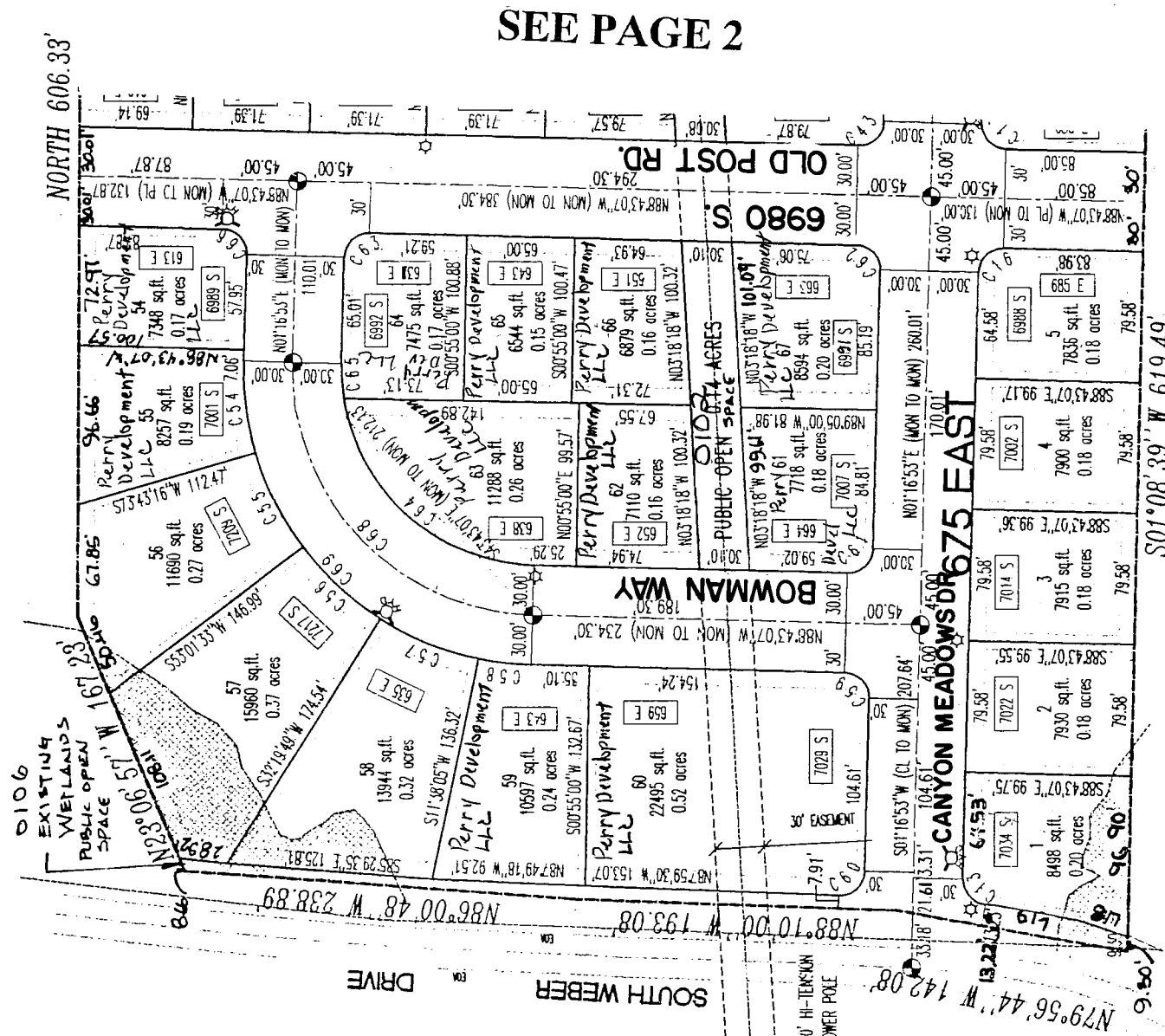
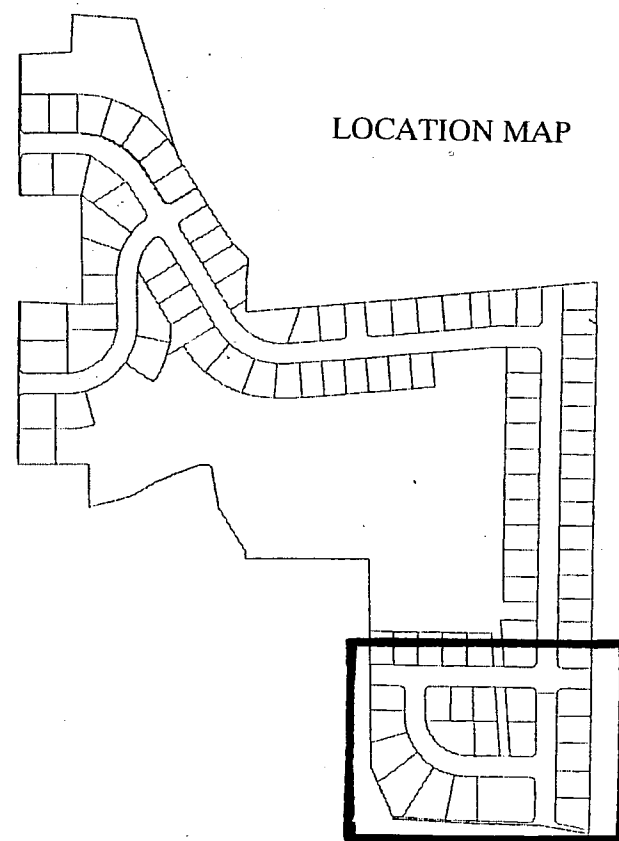
N



SCALE:  
1" = 100'

220 (3 of 3)

13



SEE PAGE 2

**LEGEND:**

- 1) = PROPOSED STREET MONUMENTS.
- 2) = PROPOSED FIRE HYDRANT.
- 3) = PROPOSED STREET LIGHTS
- 4) = PROPOSED NEW 8" SEWER LINE
- 5) = PROPOSED NEW WATER AND SECONDARY WATER LINES

**NOTES:**

- 1) 10' PUBLIC UTILITY EASEMENT ALONG ALL FRONT AND REAR LOT LINES 5' PUBLIC UTILITY EASEMENT ON EITHER SIDE LOT LINE.
- 2) SET A #4 REBAR AND CAP AT EACH PROPERTY CORNER.
- 3) BUILDING SET BACKS ARE AS FOLLOWS  
20' FRONT YARD  
10' BACK YARD MIN  
8' SIDE YARD  
CORNER LOTS  
20' FRONT YARD  
10' BACK YARD MIN  
15' SIDE YARD (NEAREST TO ROAD)  
8' SIDE YARD (OPPOSITE SIDE)
- 4) ALL CONSTRUCTION TO BE PER ASHTO STANDARDS AND AS CITY STANDARDS AND DRAWINGS SPECIFY
- 5) THE WATER TABLE FOR THIS PROJECT RANGES FROM 2 TO 8 FEET IN DEPTH THE EAST SIDE ZONED R-5 SHOULD TABLE AT 2' AND THE WEST SIDE ZONED R-15 TABLE DEPTH SHOULD BE 6'
- 6) LOTS - 1, 57 THRU 60 WILL NOT FRONT SOUTH WEBER DRIVE AND NO PERMITTED ACCESS TO BE GIVEN. ACCESS ONLY FROM BOWMAN WAY
- 7) LOT WARNING: THERE ARE KNOWN CONTAMINANTS FROM HILL AIR FORCE BASE ON THIS PROPERTY. SOURCES OF DRINKING WATER ARE NOT EFFECTED BY THIS CONTAMINANT. FOR MORE INFORMATION CALL HILL AIR FORCE BASE - INFORMATION LINE (801) 777-8790 OR 777-6916
- 8) ALL LOTS WITH ACTIVE WETLANDS WILL NOT BE BUILT ON UNLESS TOTAL AVOIDANCE AND OR MITIGATION IS ADHERED TOO AND NO DAMAGE TO EXISTING WETLANDS UNLESS WRITTEN PERMISSION FROM THE ARMY CORP OF ENGINEER.

**RECORDERS NOTE:**

LOT 1 CONTAINS POSSIBLE DIMENSION PROBLEMS  
ALONG SOUTH WEBER DRIVE. CONTACT THE PLAT ENGINEER  
WITH ANY QUESTIONS

DEVELOPMENT: CANYON MEADOWS PUD  
(PG 3) 1-5, 54-67, PUBLIC OPEN SPACE  
(DEV) 1-101, DET POND, RET BASIN,  
CITY: SOUTH WEBER LOTS: 4 PUBLIC OPEN SPACE, 2 WETLANDS/ PUBLIC OPEN SPACE

PT SEC. 28 & 29, T.5N, R. 1W  
S.L.M. DAVIS COUNTY, UTAH  
R 12-22-00

**GROUND ZERO ENGINEERING**

6084 SOUTH 900 EAST #202  
MURRAY, UTAH 84121  
PH (801) 261-1399 FAX (801) 268-8004



# RESOLUTION 00-030

## ACCEPTANCE OF FINAL PLAT- P.U.D. Planned Unit Development

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

**WHEREAS**, it is the desire of the City Council to approve the final plat of Canyon with 101 lots (Single Family dwellings), at approximately 475 East & South Weber Drive;

**WHEREAS**, on 18 November 1999, the Planning Commission approved the conditional use permit for the planned unit development **granting a density bonus of 9 lots in exchange for open space**

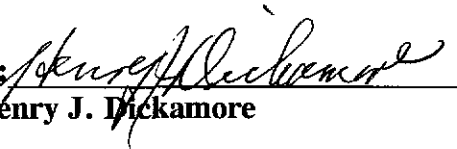
**WHEREAS**, the Planning Commission approved the final plat on 8 June 2000 subject to the following conditions:

1. Meeting all conditions set forth in the City Engineer's letter of 26 May 2000
2. Separating storm drain system and secondary water systems
3. Mitigate between lots 46 and 47 and eliminate lot 46 to gain both areas as open space
4. Meet all Davis County Recorder's plat requirements
5. Submit a park plan acceptable to the City Council


**NOW THEREFORE BE IT HEREBY RESOLVED**, by the South Weber City Council, the final plat of Canyon, as well as the conditional use permit, shall be approved subject to the following:

1. Completion of all the P/C recommendations
2. A secondary water system shall be installed and the developer shall deed ten (10) water shares to the city.
3. The park area shall be seeded and an irrigation sprinkler system shall be installed. The two parking lots shall be constructed with pavement, curb & gutter.
4. The holding pond and the irrigation reservoir shall be monitored on a regular basis by HAFB testing for contamination.
5. The developer shall install lot and field drains according to the original plans.
6. The park (property deeded to the City) shall be installed with minimum impact to vegetation (trees, etc).

**PASSED AND APPROVED** by the City Council of South Weber City this 11<sup>th</sup> day of JULY 2000.

Mayor:   
Henry J. Dickamore

Attest:

  
Ginger L. Miller, City Recorder

13-220-0001 thru 130  
0103

21

South Weber City  
100 East South Weber Dr.  
South Weber, Utah 84405

**DEVELOPER'S PLANNED UNIT DEVELOPMENT (P.U.D.) AGREEMENT WITH SOUTH WEBER CITY**

COBBLE CREEK ENT. of 2158 S. 5100 W. TAYLOR, UTAH,  
(Name of Business) (Address of Business)

County of WEBER, State of UTAH, hereinafter referred to as Developer, and South Weber City Corporation, a municipal corporation of the State of Utah located in Davis County, hereinafter referred to as the City, hereby agree as follows:

1. Preliminary. Developer has presented to the South Weber City Planning Commission and the South Weber City Council a proposed final plat for the subdivision of, and construction of improvements on, certain land in South Weber City to be known as

CANYON MEADOWS PUD, (ALL) lots 1 thru 101, Planned Unit Development (P.U.D.). As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of South Weber City.

2. Compliance with Planned Unit Development (P.U.D.) Standards. Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said Planned Unit Development (P.U.D.), and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:

- a. Rough grading and finish grading and surfacing of streets.
- b. Curbs, gutters, waterways, and driveway approaches.
- c. Street drainage and drainage structures.

E 1630608 B 2728 P 706  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2000 DEC 22 9:30 AM FEE 130.00 DEP JTA  
REC'D FOR SOUTH WEBER CITY



- d. Water lines, including laterals to each property line of lot.
- e. Fire Hydrants.
- f. Sidewalks and walkways.
- g. Traffic control signs.
- h. Street signs with numbers.
- i. Screening where required.
- j. Money for chip and seal to be paid to the City in addition to 10% guarantee.
- k. Monuments.
- l. Fencing when required.
- m. \_\_\_\_\_

Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of South Weber City and any questions as to the conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Construction Staff and their decision shall be final and conclusive.

Developer agrees as consideration for the City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed on the lot for which a building permit is sought and that

enough security is held in escrow to complete all required improvements for the Planned Unit Development (P.U.D.), including any repairs or replacement after initial installation.

3. Time for Completion and Extension of Time. All of the said off-site improvements shall be fully installed and completed within two (2) years from the date of this agreement. If not completed within two years, the Subdivider may apply to the Planning Commission and the City Council for a maximum extension of time of one year. Said extension shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

4. Landscaping - The Developer agrees to complete the landscaping of the common area green or open space within two (2) years from the time the first building permit is issued or when fifty percent (50%) of the building permits have been issued, whichever comes first. If the landscaping has not been installed, for whatever reason, to the satisfaction of the City in accordance with the provisions of this agreement, and the Developer's time period for doing the work has expired, then upon receipt of written notice from the City, escrow shall pay over to the City, the amount estimated by the Public Works Director and/or City Engineer to satisfactorily complete or repair the improvements or the actual cost of the work. In the event that the costs of said improvements are less than the amount delivered to the City, the excess deposit shall be paid to the developer or his assignee. If the costs exceed the amount of the remaining escrow funds, the developer

shall, within ten (10) days of notice thereof, pay an amount equal to the excess cost of the City. In the event the needed improvements will exceed the escrow amount, the City shall not issue any building permits in the Planned Unit Development (P.U.D.) until the cost of all improvements, include a 10% retention guarantee, is secured through a deposit into the escrow amount.

5. Security for Compliance. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the City and of the Developer's agreements herein stated, the Developer has delivered to the City Building Official an acceptable third-party escrow agreement, approved by the City Recorder by the terms of which an acceptable third party agrees to hold \$ 1,937,065.94 , (which represents the cost of all required improvements as determined by the City Engineer and Public Works Director), in escrow for the use of the City in the event of the Developer's failure or refusal to install, complete, construct, repair or replace any off-site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. The decision of the City as to whether an improvement needs to be installed, constructed, completed or replaced will be final.

Should the Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof within the time stated, or should the Developer become insolvent before completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of

reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees. If the funds in the escrow account are insufficient to complete the improvements, the City may complete the improvements and collect the difference from the Developer.

Ten percent (10%) of the total estimated cost of the improvements shall constitute a guarantee that the said off-site improvements are installed in accordance with the Planned Unit Development (P.U.D.) standards of the City as to quality and serviceability and shall be held by the City for a period of one (1) year from the time the last improvement is "initially accepted" by the City or until one (1) year after the time the last improvement needing repair or replacement is again accepted. At the end of the one year period the said 10% shall be returned to the Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of such improvements in accordance with City standards or the repair of same so as to bring them into conformity with such standards. It is agreed that should the sum so retained be insufficient to pay the cost of constructing or installing such improvements in accordance with City standards or repairing or replacing the same so as to bring them into

conformity with City standards, the Developer will pay the difference to the City on demand. The City shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

6. Applicability of Ordinance. This agreement does not supersede, but implements the South Weber City Planned Unit Development (P.U.D.) Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and the Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said Planned Unit Development (P.U.D.) ordinance or other applicable building ordinances.

7. Successors Enforcement. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 1 day of NOVEMBER, 19 2000.

COBBLE CREEK ENTERPRISES  
Developer's Business Name

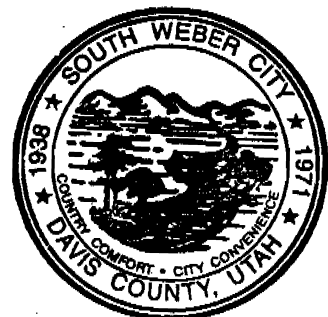
[Signature] MANAGING MEMBER  
By: Title

SOUTH WEBER CITY:

[Signature]  
By: Mayor

ATTEST:

[Signature]  
Ginger L. Miller  
City Recorder



ACKNOWLEDGMENT OF DEVELOPER IF CORPORATION

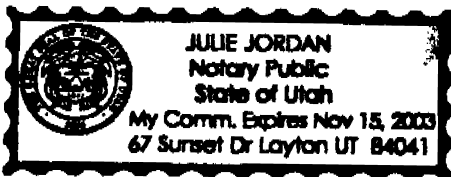
On the 1 day of NOVEMBER, ~~2000~~ 2000,  
personally appeared before me WILLIAM M. NIELSEN, who  
being by me duly sworn, did say that he/~~she~~ is the MANAGING MEMBER  
of CORPORATE ENTERPRISES, that the Developers Agreement was  
signed in behalf of said ~~corporation~~ <sup>LLC</sup> by his/her signature and said  
WILLIAM M. NIELSEN acknowledged to me that said corporation  
executed the same.

Julie Jordan  
Notary Public

Residing at: 67 Sunset Dr.  
Jayton, UT 84041

My Commission Expires:

Nov. 15, 2003



# SOUTH WEBER CITY COUNCIL

## Staff Backup Report

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Date of City Council Meeting: **28 September 2010**

Title: **RES 10-34 Approval of Participation in Davis County Fire Department Regional Grant for Station Notification Systems**

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### RECOMMENDATION

Approve participation in the Davis County Fire Department Regional Grant for Station Notification Systems project at a cost not to exceed ~~\$7,000.00~~ \$8,010

### BACKGROUND

**Excerpt from 4-27-10 City Council Meeting DAVIS COUNTY FIRE DEPARTMENT REGIONAL (FEMA) GRANT – Guido Smith, Assistant Chief, Clinton Fire Dept.:** Guido Smith, Assistant Chief, Clinton City Fire Department, approached the City Council. He stated in May 2009, the Davis County Fire Chiefs Association agreed to participate in a FEMA grant process (AFG) that if awarded would enable all fire stations and emergency dispatch centers throughout Davis County be equipped with station notifications systems meeting NFPA 1221 compliance. He stated the intent of pursuing this grant is based upon the absolute need for all fire stations and dispatch centers to be equipped with a notification system that meets a measurable standard of performance. Over the last few years, the reliability of our existing paging system has come into question due to old technology and no redundant / back-up system in place.

Mr. Smith explained that this station alerting system will not replace the existing paging system as a whole, however, will allow each dispatch center to activate all stations throughout the county regardless of the paging system working. This system will also allow each station to be activated from a mobile command post in the event dispatch centers are evacuated or placed out of service. The technology involved includes a redundant system and a monitoring feature to alert dispatching centers and fire stations of any system failures as it happens.

Health and safety of personnel is also greatly enhanced as this system incorporates circuits within each station to alert personnel over PA systems with incorporated heart saver tones, turns lights on, shuts off utilities such as stoves etc. This system may facilitate other safety features such as panic hardware and other communication features.

This project is intended to cover all 16 Fire Stations, 4 Dispatch Centers, and 1 Mobile Command Center located within Davis County.

#### **Cost:**

Total Project Budget \$437,188.

Federal Share \$349,437

Local Share \$87,437



Note: The burden of \$87,437 matching funds will be divided between each agency based on equipment and modifications needed within each facility. Obviously, each station and dispatch center requires different levels of work to bring up to standard. Estimated participation funding could be as low as \$4,500 or as high as \$10,000 per facility.

March 15, 2010, the Clinton City Fire Department was awarded the regional grant. At this time, several working groups have been implemented that will identify specific costs associated with each agency. All applicable cities and districts within Davis County have agreed to participate in this program with the exception one city that is in the evaluation process.

## **CONCLUSION**

On April 27, 2010, Chief Graydon was given approval to move forward in the grant bidding process. The bids have come back and the current cost for South Weber to participate is \$6,875.00. This amount is based on specific needs of South Weber's Station. In discussions with Matt Dixon, the proposal was to utilize the impact fees collected for public safety building to pay for the system.

An amount of \$8,000 was budgeted for this item for this fiscal year to be funded by the impact fee fund.

## Erika Ahlstrom

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**From:** THOMAS A GRAYDON [utgraydons@msn.com]  
**Sent:** Friday, October 01, 2010 8:34 PM  
**To:** Erika Ahlstrom; Jami Jones; Sara Lusk  
**Subject:** Fw: IMPORTANT Regional Grant EMW-2009-FR-00267 Development  
**Follow Up Flag:** Follow up  
**Flag Status:** Red

Erica,  
 please see the note below. We need a letter of Financial Commitment for \$8,010.00 as soon as possible for Clinton City. Recall they have been the lead agency in accomplishing all of the leg work for the grant. Please let me know what I need to do to make this happen.  
 Thanks  
 Tom

----- Original Message -----

**From:** [Guido Smith](#)  
**To:** [THOMAS A GRAYDON](#) ; [Niel Coker](#) ; [Floyd Petersen](#) ; [Craig Cottrell](#) ; [Craig Cottrell](#) ; [Roger Bodily](#) ; [Mark Becraft](#) ; [kward@laytoncity.org](#) ; [Scott Adams](#) ; [blarkin@kaysvillecity.com](#) ; [lgregory@farmington.utah.gov](#) ; [jrampton@sdmetrofire.org](#) ; [Jeff Bassett](#) ; [smaughan@laytoncity.org](#) ; [krose@co.davis.ut.us](#)  
**Sent:** Friday, October 01, 2010 1:50 PM  
**Subject:** IMPORTANT Regional Grant EMW-2009-FR-00267 Development

Attention Chiefs,

As most of you are aware the Contract Award Notification for the EMW-2009-FR-00267 Regional Grant was supposed to be announced today October 1, 2010.

At this time, our City Manager has requested we postpone this announcement until October 27, 2010.

Our city would like to evaluate this project in its entirety before financially committing to all expenses involved.

In the event our city leaders choose not to sponsor this grant opportunity, we may need to consider another agency taking the lead in completing this project.

With this said, it would appear our city wants to move forward as originally planned; however, has requested the following be completed by October 26<sup>th</sup>, 2010 for council approval.

- A letter of **Financial Commitment** from each participating agency be submitted for the following dollar amounts: *Note: These amounts represent total shares unanimously agreed upon by all participants Wednesday September 29, 2010. This data reflects cost of station(s) (w/o options) and dispatch centers to include mobile command unit (with options) divided by nine (9) agencies.*

Agency / Participant	Total Amount / 20% Share
South Weber City	\$ 8,010.00
Sunset City	\$ 8,343.40
Syracuse City	\$ 6,653.40
North Davis Fire District	\$ 9,594.80
Layton City	\$ 10,989.20
Kaysville City	\$ 6,893.20
Farmington City	\$ 8,733.40
South Davis Metro Fire Agency	\$ 20,926.80

- An **Interlocal Agreement / Contract** between Clinton City Corporation and all other agencies to be initiated.

I would strongly recommend each agency expedite whatever processes are necessary to obtain the letter of **Financial Commitment** and deliver it to Chief Petersen ASAP!

Any additional delays in moving this project forward may compromise all of our hard work and efforts!

The **Interlocal Agreement / Contract** is already in the works and should be released for circulation within the next week or two.

Any questions please let me know,

Respectfully,

Guido.

Guido Smith  
Assistant Chief  
Clinton City Fire Department  
Office (801) 614-0849  
Cell (801) 309-8220  
Fax (801) 614-0852

## **RESOLUTION 10-34**

### **APPROVAL OF PARTICIPATION IN DAVIS COUNTY FIRE DEPARTMENT REGIONAL GRANT FOR STATION NOTIFICATION SYSTEMS**

**WHEREAS**, South Weber City provides fire protection services to its residents, and

**WHEREAS**, the City affords itself of opportunities to work in conjunction with neighboring fire departments to enhance the services geared toward the health and safety of its residents, and

**WHEREAS**, the Davis County Fire Chiefs Association agreed to participate in a FEMA grant process (AFG) that if awarded would enable all fire stations and emergency dispatch centers throughout Davis County to be equipped with station notifications systems meeting NFPA 1221 compliance, and

**WHEREAS**, on 27 April, 2010, the South Weber City Council approved the City Fire Chief to move forward in working with the Davis County Fire Chiefs Association in the grant bidding process.

**BE IT THEREFORE RESOLVED** by the South Weber City Council that South Weber City shall participate in the Davis County Fire Department Regional Grant for Station Notification Systems by providing its “local share” in an amount not to exceed \$8,010.00

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, this **12th day of October, 2010.**

---

**MAYOR: Jeffery G. Monroe**

**ATTEST:**

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**Erika J. Ahlstrom, City Recorder**

**◆ PUBLIC WORKS DEPT/CODE ENFORCEMENT – Mark Larsen, Public Works**

**Director:** Mark Larsen, Public Works Director, approached the City Council and presented the quarterly Public Works Department report. He stated they planted approximately 145 trees in the city parks. Some of the cottonwood trees have been removed at the posse grounds.

Councilmember Poff stated the Pioneer Ward is interested in installing a flag pole at the posse grounds. Mayor Monroe feels that would be a great idea. Mark gave an update on Canyon Meadows Park. Eighteen pine trees have been planted including cottonless cottonwoods, river birch, maple, and ash trees. The playground has been completed. Mark then discussed the Veterans Memorial Park. They recently planted flowering crabapple trees at this park as well as Cedar Loop Park. He stated we need to decide where to put the bowery that was taken out at Central Park. Mark stated all the tree placements have been according to GSBS Architects recommendation. Trees have been planted at Cherry Farms Park. Volleyball pit will be up and running shortly. Mayor Monroe suggested Mark look at the fencing along the north side of Cherry Farms Park. The mayor was told by the Borens (adjacent property owners) that the fence poles are rusting out.

**◆ FIRE DEPT – Tom Graydon, Fire Chief:** Tom Graydon, Fire Chief, approached the City Council and presented the quarterly Fire Department report. He stated there were 49 runs for the quarter. 6 fire fighters average response. 25 medical responses, 5 hazardous situations, and 2 service calls. Manpower and training includes: 18 fire fighters. There is no change in vehicle status. Upcoming events include: Flashover Live Fire Trailer in May. Chief Graydon continues to be concerned about availability of daytime firefighters, experience levels, time commitment required, NFPA mandates, and age of equipment.

**DAVIS COUNTY FIRE DEPARTMENT REGIONAL (FEMA) GRANT – Guido Smith, Assistant Chief, Clinton Fire Dept.:** Guido Smith, Assistant Chief, Clinton City Fire Department, approached the City Council. He stated in May 2009, the Davis County Fire Chiefs Association agreed to participate in a FEMA grant process (AFG) that if awarded would enable all fire stations and emergency dispatch centers throughout Davis County be equipped with station notifications systems meeting NFPA 1221 compliance.

He stated the intent of pursuing this grant is based upon the absolute need for all fire stations and dispatch centers to be equipped with a notification system that meets a measurable standard of performance. Over the last few years, the reliability of our existing paging system has come into question due to old technology and no redundant / back-up system in place.

Mr. Smith explained that this station alerting system will not replace the existing paging system as a whole, however, will allow each dispatch center to activate all stations throughout the county regardless of the paging system working. This system will also allow each station to be activated from a mobile command post in the event dispatch centers are evacuated or placed out of service.

The technology involved includes a redundant system and a monitoring feature to alert dispatching centers and fire stations of any system failures as it happens.

Health and safety of personnel is also greatly enhanced as this system incorporates circuits within each station to alert personnel over PA systems with incorporated heart saver tones, turns lights on, shuts off utilities such as stoves etc. This system may facilitate other safety features such as panic hardware and other communication features.

This project is intended to cover all 16 Fire Stations, 4 Dispatch Centers, and 1 Mobile Command Center located within Davis County.

**Cost:**

Total Project Budget \$437,188.

Federal Share \$349,437

Local Share \$87,437

Note: The burden of \$87,437 matching funds will be divided between each agency based on equipment and modifications needed within each facility. Obviously, each station and dispatch center requires different levels of work to bring up to standard. Estimated participation funding could be as low as \$4,500 or as high as \$10,000 per facility.

March 15, 2010, the Clinton City Fire Department was awarded the regional grant.

At this time, several working groups have been implemented that will identify specific costs associated with each agency.

All applicable cities and districts within Davis County have agreed to participate in this program with the exception one city that is in the evaluation process.

Matt asked what is the worst thing that can happen if we don't participate? Mr. Smith stated currently there are problems with the current technology that is being used, which is over 40 years old. He feels the overall cost savings is phenomenal. Matt asked about operating fees. Mr. Smith stated depending on the IT system there may be a need for additional lines. The grant covers the installation and the majority of expenses; however, he can't guarantee additional fees. Mayor Monroe asked if there is any consideration concerning the size of communities. Mr. Smith stated it was felt that it was best served based on the amount of stations and the facilities. He said there are some facilities that would need a complete or partial install. He feels this should be viewed as a necessity for cities. Matt asked about making an investment when in five years the city still doesn't have a station and the possibility of standards changing. Mr. Smith stated the trend of the NFP 1221, the system has had minimal changes to it.

Fire Chief Graydon stated as we look forward to manning our station. The same things you need for a full-time department are needed for a part-time department. He feels public safety needs to be our number one priority.

Matt asked about the time frame. Mr. Smith stated May 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> is slotted for station inspections. He stated having the EOC connected to this system is critical.

**Councilmember Poff moved to recommend letting Fire Chief Graydon move forward with discussions with Mr. Smith. Councilmember Lusk seconded the motion. Councilmember Thomas, Lusk, and Poff voted yes. The motion carried.**

Davis County Fire Department Regional Grant

Station Notification Systems

EMW-2009-FR-00267

**Program Description & Need:**

May 2009, the Davis County Fire Chiefs Association agreed to participate in a FEMA grant process (AFG) that if awarded would enable all fire stations and emergency dispatch centers throughout Davis County be equipped with station notifications systems meeting NFPA 1221 compliance.

The intent of pursuing this grant is based upon the absolute need for all fire stations and dispatch centers to be equipped with a notification system that meets a measurable standard of performance. Over the last few years, the reliability of our existing paging system has come into question due to old technology and no redundant / back-up system in place.

This station alerting system will not replace the existing paging system as a whole, however, will allow each dispatch center to activate all stations a throughout the county regardless of the paging system working. This system will also allow each station to be activated from a mobile command post in the event dispatch centers are evacuated or placed out of service.

The technology involved includes a redundant system and a monitoring feature to alert dispatching centers and fire stations of any system failures as it happens.

Health and safety of personnel is also greatly enhanced as this system incorporates circuits within each station to alert personnel over PA systems with incorporated heart saver tones, turns lights on, shuts off utilities such as stoves etc. This system may facilitate other safety features such as panic hardware and other communication features.

**Scope of program:**

This project is intended to cover all 16 Fire Stations, 4 Dispatch Centers, and 1 Mobile Command Center located within Davis County.

**Cost:**

Total Project Budget	\$437,188.
Federal Share	\$349,437
Local Share	\$87,437

Note: The burden of \$87,437 matching funds will be divided between each agency based on equipment and modifications needed within each facility. Obviously, each station and dispatch center requires different levels of work to bring up to standard.

Estimated participation funding could be as low as \$4,500 or as high as \$10,000 per facility.

March 15, 2010, the Clinton City Fire Department was awarded the regional grant.

At this time, several working groups have been implemented that will identify specific costs associated with each agency.

All applicable cities and districts within Davis County have agreed to participate in this program with the exception one city that is in the evaluation process.

For further information regarding details of this grant, please contact Asst. Chief Guido Smith at 801-614-0849 or email [gsmith@clintoncity.com](mailto:gsmith@clintoncity.com)



**SOUTH WEBER CITY COUNCIL**  
Staff Backup Report

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Date of City Council Meeting: ~~28 Sep 2010~~ 12 Oct 2010

Title: **Resolution 10-35: Support of Land & Water Conservation Fund Matching Grant Application for Cedar Loop Park**

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**RECOMMENDATION**

Approve Resolution to proceed with grant application.

**BACKGROUND**

You will recall, on Sep 14 Emily approached the Council for direction for the funds available for city parks improvement. The Council directed staff to proceed with a grant to assist with a tot lot at Cedar Loop detention basin. (Emily had accidentally referenced 2020 E; was supposed to be Cedar Loop)

## **RESOLUTION 10-35**

### **SUPPORT OF LAND & WATER CONSERVATION FUND MATCHING GRANT APPLICATION CEDAR LOOP PARK**

**WHEREAS**, South Weber City desires to continue to provide park and recreation facilities for its residents, and

**WHEREAS**, the creation of a tot lot and family picnic facility in an area that is currently a grassy area will assist in meeting this desire, and

**WHEREAS**, South Weber City is seeking a matching grant for the creation of a tot lot and picnic area to be located at the Cedar Loop Detention Basin, approximately 7800 South and Cedar Loop Drive, Parcel #13-157-0016, and

**WHEREAS**, South Weber City has the resources to finance 50% of the project cost, and

**WHEREAS**, upon completion of the project, South Weber City will bear the cost of operation and maintenance of the park.

**BE IT THEREFORE RESOLVED** by the South Weber City Council that the October 15, 2010 Land & Water Conservation Fund Matching Grant Application for the Cedar Loop Park shall be submitted.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, this **12th day of October, 2010.**

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**MAYOR: Jeffery G. Monroe**

**ATTEST:**

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**Erika J. Ahlstrom, City Recorder**

**SOUTH WEBER CITY COUNCIL**  
Staff Backup Report

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Date of City Council Meeting: **14 September 2010**

Title: **Direction for City Parks Projects (Playground Equipment and Grant Application)**

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The Department of Natural Resources offers a 50/50 matching grant, generally every year; however, there has not been funding available for the last few years due to the economy. Staff has confirmed there is funding available this year; however, it will be more competitive than in years past so the more benefit it has to our community the better chance we have at receiving an award.

The City has budgeted \$80,000 for this fiscal year to use towards parks other than Canyon Meadows. This fund is much lower than it has been in years past largely due to two factors – a large decline in single family building permit impact fees and use of funds for the first phase of the Canyon Meadows Park.

Proposed projects and corresponding rough estimated costs included:

<b>Additional Parking at Cherry Farms</b>	<b>\$95,304</b>
<b>Create a Tot Lot at <del>2020 E Detention Pond</del> Cedar Loop</b>	<b>\$12,150</b>
<b>Splash Pad at Canyon Meadows Park</b>	<b>\$260,000</b>
<b>Portable Stage</b>	<b>\$1,700 - \$5,000 +</b>
<b>Walking Path at Cherry Farms</b>	<b>\$28,000</b>
<b>2<sup>nd</sup> Baseball Diamond Canyon Meadows</b>	<b>\$250,000</b>
<b>Do Nothing – Wait for Park Fund to Increase</b>	

Staff recommends applying for the matching grant and completing the Tot Lot at the 2020 Detention Pond. This would be one complete park with (roughly estimated) low cost to the City at this time. After this is complete, the City Council should prioritize park projects from the Parks Master Plan created by GSBS so things can be put in order while the fund is allowed to build through impact fees and time.



GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of State Parks and Recreation

MARY L. TULLIUS  
Division Director

## MEMORANDUM

**DATE:** July 1, 2010

**TO:** Governmental Agencies Authorized to Participate in the Land and Water Conservation Fund Grant Program

**FROM:** Susan Zarekarizi, LWCF Grants Coordinator

**SUBJECT:** Applications for Land and Water Conservation Fund (LWCF) Outdoor Recreation Matching Grants

The Division of Parks and Recreation is accepting applications for outdoor recreation projects eligible for funding through the LWCF grant program for FY 2011. Applications must be postmarked no later than October 15, 2010.

The LWCF is a Federal matching grant program established to assist in the acquisition and development of high priority public outdoor recreation lands and facilities. Eligible participants include state agencies, counties, incorporated cities and towns, and special service districts established to provide park and recreation facilities. These grants require at least a 50% match. Proposed projects should be submitted only after adequate citizen input obtained through public meetings and/or recreation needs assessments.

Examples of LWCF grant projects are as follows:

- Acquisition of real property for the development of public outdoor recreation;
- Sports and play fields;
- Playgrounds, tot lots and spray parks;
- Picnic and camping areas;
- Swimming facilities; and
- Support facilities such as restrooms.

LWCF can only be used to assist work not yet undertaken – retroactive costs will not be matched. LWCF will generally not be used for projects that may be eligible for other grant programs.

Application guidelines and forms may be found on the Division of Parks and Recreation website at [www.stateparks.utah.gov/grants](http://www.stateparks.utah.gov/grants). Additional information and application materials may also be requested by calling Susan Zarekarizi at (801) 538-7496.



# Create a Tot Lot at ~~2020 East Detention Pond~~

## Cedar Loop Detention Pond

Using the previously purchased equipment that was left over from the Canyon Meadows Park project, create a tot lot complete with a bowery, picnic table, and benches. This would create one complete park with little increase to the park's maintenance.



Item	Estimated Cost
Playground Equipment	\$0
Playground Equipment Installation (includes concrete footings)	\$3750
60 yards woodchips fall equipment	\$2500
Park Benches (3)	\$450 each
Trash Cans (complete with lid & liner)	\$350 each
Bowery (previously in Central Park)	\$0
Concrete under Bowery (includes installation & concrete walk)	\$3000
Picnic Table (Square, Plastic Coated)	\$700 each
Shipping Costs for Park Benches, Trash Cans, Picnic Tables	\$500

**Total Estimated Cost: \$12,150**

## Erika Ahlstrom

---

**From:** Bruce Nilson [bruce@nilsonhomes.com]  
**Sent:** Monday, September 27, 2010 9:01 AM  
**To:** Erika Ahlstrom  
**Subject:** sprinklers

Hi Erika. Here are the items I would like to cover with the city council

1. Nilson Homes perspective on how the fire sprinkler program came about
2. Costs and time delays related to the sprinklers and loss of business
3. Gain an understanding from the city on why this was implemented
4. Gain an understanding from the city on why the policy was changed

See Ord 07-17 and

Aug 28 2007 Minutes

I look forward to an appointment with the city council. Please let me know when that date and time will be.

Thanks Erika

**BRUCE L. NILSON**  
*President*  
*Nilson Homes*  
801.392.8100 - Office  
801.458.9996 - Cell  
bruce@nilsonhomes.com



## Erika Ahlstrom

---

**From:** Bruce Nilson [bruce@nilsonhomes.com]

**Sent:** Thursday, August 26, 2010 9:59 AM

**To:** Erika Ahlstrom

**Cc:** David Lowry; Kirt Merrill

**Subject:** fire sprinklers

Hi Erika. The purpose of going before the city council is to explain to them what has been going on with the fire sprinkler issue during this past year. I believe the council needs to understand what has happened. I will probably need 10 minutes for my presentation and then answer any questions. I will look forward to September 14<sup>th</sup>. Please confirm what time I am on the agenda.

Thank you.



**Erika Ahlstrom**

---

**From:** Emily Thomas  
**Sent:** Thursday, August 26, 2010 5:53 PM  
**To:** Erika Ahlstrom  
**Subject:** RE: Nilson Email  
**Attachments:** 6-23-10 lt to nilson homes.pdf

Hi,

Here is the background info you requested:

Nilson Homes submitted several building permits for the Silverleaf Estates subdivision and were told by Chief Graydon that due to the size and fire flow requirements, they would need a fire sprinkler system. Nilson Homes submitted fire sprinkler plans. Then the issue with Mr. Foote transpired and it was found that there was an alternative to a fire sprinkler system – using true one-hour fire walls to minimize square footage. On or around June 22, I met with Bruce Nilson, Kurt (Nilson Homes), Chief Graydon, and Mark to resolve the on-going issue and miscommunication regarding homes in this subdivision and the fire requirements. On June 23, 2010 I sent the attached letter to Nilson homes. Since this, we have been working through minor issues, but have not required fire sprinklers because they have been successful in mitigating the requirement with fire walls.

Please let me know if you have any questions or if I can be of further assistance.

Thanks,

*Emily Thomas*

Deputy City Recorder  
801-479-3177

[www.southwebercity.com](http://www.southwebercity.com)

[www.twitter.com/South\\_Weber\\_UT](http://www.twitter.com/South_Weber_UT)

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**From:** Erika Ahlstrom  
**Sent:** Thursday, August 26, 2010 10:56 AM  
**To:** Emily Thomas  
**Cc:** THOMAS A GRAYDON; Mark Larsen  
**Subject:** Nilson Email

Sorry I forgot to attach.

**Erika**

---

**From:** Bruce Nilson [mailto:bruce@nilsonhomes.com]  
**Sent:** Thursday, August 26, 2010 9:59 AM  
**To:** Erika Ahlstrom  
**Cc:** David Lowry; Kirt Merrill  
**Subject:** fire sprinklers

Hi Erika. The purpose of going before the city council is to explain to them what has been going on with the fire sprinkler issue during this past year. I believe the council needs to understand what has happened. I will probably need 10 minutes for my presentation and then answer any questions. I will look forward to September 14<sup>th</sup>. Please confirm what time I am on the agenda.

10/1/2010



Thank you.



CITY MANAGER  
 CITY RECORDER  
 TREASURER  
 JUSTICE JUDGE  
 FIRE CHIEF  
 PUBLIC WORKS/BUILDING OFFICIAL  
 RECREATION DIRECTOR

Matthew J. Dixon  
 Erika J. Ahlstrom  
 Jami L. Jones  
 Reuben J. Renstrom  
 Thomas Graydon  
 Mark B. Larsen  
 Joe Cravens



**MAYOR**  
 Jeffery G. Monroe

**CITY COUNCIL**  
 Sara Lusk  
 Michael Poff  
 Farrell Poll  
 Scott Woodbury  
 David Thomas

**OFFICE HOURS**

Mon-Thurs. 7 a.m. to 5 p.m. • Friday 7 a.m. to 11 a.m.

1600 E. South Weber Dr • South Weber, UT 84405  
 (801) 479-3177 FAX (801) 479-0066

**MEMO**

**TO:** Nilson Homes  
**FROM:** Fire Chief Tom Graydon, Building Official Mark Larsen  
**DATE:** June 23, 2010  
**RE:** Building Permits

The purpose of this memo is to provide clear direction for how each building permit should be submitted and how it is determined if a fire sprinkler system or fire separation walls are required.

**Building Permit Submittals**

- All permits shall have the total square footage listed in the area provided on the application (See image below).

Sq Ft - Main/Upper Floors: _____	Sq Ft - Garage: _____
Sq Ft - Basement: _____	<input type="checkbox"/> Unfinished <input type="checkbox"/> Finished (check one)
No. of Offstreet Parking Spaces - Covered: _____	Uncovered: _____
If Corner Lot – which side fronts street? (check one) <input type="checkbox"/> North <input type="checkbox"/> East <input type="checkbox"/> West <input type="checkbox"/> South	

- Square footage shall be calculated in accordance with City Code 9-3-2, "Section B104 Fire-Flow Calculation Area (Add) B104.4 General, Single Family Dwellings. The fire area for single-family dwellings shall be the total floor area of all floor levels within the exterior walls, used to protect storage or use areas, except as modified in section B104.4.1.

*(Add) B104.4.1 Area Separation. Garages of single-family dwellings that are separated by one-hour fire walls constructed in accordance with the international building code or the international residential code, where applicable, are allowed to be considered as separate fire areas."*

- Cold storage shall be counted in the total square footage calculation unless a fire door is installed.

**Fire Flow Chart**

The attached chart, as adopted by the City from the International Fire Code, will be used to determine if the square footage of the dwelling in comparison to the available fire flow deems fire separation or a fire sprinkler system.

## APPENDIX B

# FIRE-FLOW REQUIREMENTS FOR BUILDINGS

~~The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.~~

### SECTION B101 GENERAL

**B101.1 Scope.** The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings.

### SECTION B102 DEFINITIONS

**B102.1 Definitions.** For the purpose of this appendix, certain terms are defined as follows:

**FIRE-FLOW.** The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for fire fighting.

**FIRE-FLOW CALCULATION AREA.** The floor area, in square feet (m<sup>2</sup>), used to determine the required fire flow.

### SECTION B103 MODIFICATIONS

**B103.1 Decreases.** The fire chief is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

**B103.2 Increases.** The fire chief is authorized to increase the fire-flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall not be more than twice that required for the building under consideration.

**B103.3 Areas without water supply systems.** For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142 or the *International Wildland-Urban Interface Code*.

### SECTION B104 FIRE-FLOW CALCULATION AREA

**B104.1 General.** The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in Section B104.3.

**B104.2 Area separation.** Portions of buildings which are separated by fire walls without openings, constructed in accordance with the *International Building Code*, are allowed to be considered as separate fire-flow calculation areas.

**B104.3 Type IA and Type IB construction.** The fire-flow calculation area of buildings constructed of Type IA and Type IB construction shall be the area of the three largest successive floors.

**Exception:** Fire-flow calculation area for open parking garages shall be determined by the area of the largest floor.

### SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

**B105.1 One- and two-family dwellings.** The minimum fire-flow requirements for one- and two-family dwellings having a fire-flow calculation area which does not exceed 3,600 square feet (344.5 m<sup>2</sup>) shall be 1,000 gallons per minute (3785.4 L/min). Fire-flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,600 square feet (344.5 m<sup>2</sup>) shall not be less than that specified in Table B105.1.

**Exception:** A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.

**B105.2 Buildings other than one- and two-family dwellings.** The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

**Exception:** A reduction in required fire-flow of up to 75 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1.

### SECTION B106 REFERENCED STANDARDS

ICC	IBC	International Building Code	B104.2, Table B105.1
ICC	IWUIC	International Wildland-Urban Interface Code	B103.3
NFPA	1142	Standard on Water Supplies for Suburban and Rural Fire Fighting	B103.3

The fire flow requirements listed in the chart can be and are reduced by 25% for residential.

**TABLE B105.1  
MINIMUM REQUIRED FIRE-FLOW AND FLOW DURATION FOR BUILDINGS<sup>a</sup>**

FIRE-FLOW CALCULATION AREA (square feet)					FIRE-FLOW (gallons per minute) <sup>c</sup>	FLOW DURATION (hours)
Type IA and IB <sup>b</sup>	Type IIA and IIIA <sup>b</sup>	Type IV and V-A <sup>b</sup>	Type IIB and IIIB <sup>b</sup>	Type V-B <sup>b</sup>		
0-22,700	0-12,700	0-8,200	0-5,900	0-3,600	1,500	2
22,701-30,200	12,701-17,000	8,201-10,900	5,901-7,900	3,601-4,800	1,750	
30,201-38,700	17,001-21,800	10,901-12,900	7,901-9,800	4,801-6,200	2,000	
38,701-48,300	21,801-24,200	12,901-17,400	9,801-12,600	6,201-7,700	2,250	
48,301-59,000	24,201-33,200	17,401-21,300	12,601-15,400	7,701-9,400	2,500	
59,001-70,900	33,201-39,700	21,301-25,500	15,401-18,400	9,401-11,300	2,750	
70,901-83,700	39,701-47,100	25,501-30,100	18,401-21,800	11,301-13,400	3,000	3
83,701-97,700	47,101-54,900	30,101-35,200	21,801-25,900	13,401-15,600	3,250	
97,701-112,700	54,901-63,400	35,201-40,600	25,901-29,300	15,601-18,000	3,500	
112,701-128,700	63,401-72,400	40,601-46,400	29,301-33,500	18,001-20,600	3,750	
128,701-145,900	72,401-82,100	46,401-52,500	33,501-37,900	20,601-23,300	4,000	
145,901-164,200	82,101-92,400	52,501-59,100	37,901-42,700	23,301-26,300	4,250	
164,201-183,400	92,401-103,100	59,101-66,000	42,701-47,700	26,301-29,300	4,500	4
183,401-203,700	103,101-114,600	66,001-73,300	47,701-53,000	29,301-32,600	4,750	
203,701-225,200	114,601-126,700	73,301-81,100	53,001-58,600	32,601-36,000	5,000	
225,201-247,700	126,701-139,400	81,101-89,200	58,601-65,400	36,001-39,600	5,250	
247,701-271,200	139,401-152,600	89,201-97,700	65,401-70,600	39,601-43,400	5,500	
271,201-295,900	152,601-166,500	97,701-106,500	70,601-77,000	43,401-47,400	5,750	
295,901-Greater	166,501-Greater	106,501-115,800	77,001-83,700	47,401-51,500	6,000	
—	—	115,801-125,500	83,701-90,600	51,501-55,700	6,250	
—	—	125,501-135,500	90,601-97,900	55,701-60,200	6,500	
—	—	135,501-145,800	97,901-106,800	60,201-64,800	6,750	
—	—	145,801-156,700	106,801-113,200	64,801-69,600	7,000	
—	—	156,701-167,900	113,201-121,300	69,601-74,600	7,250	
—	—	167,901-179,400	121,301-129,600	74,601-79,800	7,500	
—	—	179,401-191,400	129,601-138,300	79,801-85,100	7,750	
—	—	191,401-Greater	138,301-Greater	85,101-Greater	8,000	

For SI: 1 square foot = 0.0929 m<sup>2</sup>, 1 gallon per minute = 3.785 L/m, 1 pound per square inch = 6.895 kPa.

- a. The minimum required fire flow shall be allowed to be reduced by 25 percent for Group R.
- b. Types of construction are based on the *International Building Code*.
- c. Measured at 20 psi.

**ORDINANCE 07-17**  
**AN ORDINANCE ADOPTING 2006 INTERNATIONAL FIRE CODE**  
**AND AMENDING TITLE 9 BUILDING REGULATIONS**  
**CHAPTER 3 FIRE CODE**

**WHEREAS**, the City of South Weber is a municipal corporation duly organized and existing under the laws of the State of Utah; and

**WHEREAS**, the South Weber Fire Department was created for the purpose of providing essential fire protection services to property and persons in the City of South Weber's established jurisdictional service area; and

**WHEREAS**, the state of Utah, on January 9, 2007 officially adopted the 2006 edition of the International Fire Code, which is now the fire code for the entire State of Utah to include cities, counties, fire districts, and the state; and

**WHEREAS**, the City desires to fully implement State Law;

**NOW THEREFORE BE IT ORDAINED** by the legislative body of South Weber City as follows:

**SECTION 1:** South Weber City shall officially recognize and adopt the 2006 edition of the International Fire Code as adopted by the Utah State Fire Prevention Board, in compliance with the laws of the State of Utah and hereby include Appendixes A, B, C, and D with the following revisions:

**Revised Sections.** The following sections of Appendix A, B, C and D are revised as follows:

**APPENDIX A: BOARD OF APPEALS**

**Section A101 General**

**(Amend) A101.1 Scope.** The board of appeals established within South Weber City for the purpose of hearing applications for modification of the requirements of the *International Fire Code* pursuant to the provisions of section 108 shall be the South Weber Board of Adjustment.

**Delete Subsections A101.2 through A101.10**

**APPENDIX B: FIRE FLOW REQUIREMENTS FOR BUILDINGS**

**Section B104 Fire-Flow Calculation Area**

**(Add) B104.4 General, Single Family Dwellings.** The fire area for single-family dwellings shall be the total floor area of all floor levels within the exterior walls, used to protect storage or use areas, except as modified in section B104.4.1.

**(Add) B104.4.1 Area Separation.** Garages of single-family dwellings that are separated by one-hour fire walls constructed in accordance with the *International Building Code* or the *International Residential Code*, where applicable, are allowed to be considered as separate fire areas.

**Section B105 Fire Flow Requirements for Buildings****B105.1 Exception**

**(Add to end of section)** The resulting fire flow shall not be less than 800 gallons per minute.

**(Add) B105.1.1** When water mains or other fixed systems, capable of supplying fire hydrants are available, fire hydrants shall be installed and spaced per Appendix C and section 508 of the *International Fire Code*.

**APPENDIX C: FIRE HYDRANT LOCATIONS AND DISTRIBUTION****Section C103 Number of Fire Hydrants**

**C103.1 Fire hydrants available (Add to end of section)** In subdivisions comprised of only single-family dwellings and type “U” buildings the number of fire hydrants need not exceed the number of lots. Hydrant locations to be determined by the Fire Chief.

**APPENDIX D: FIRE APPARATUS ACCESS ROADS****Figure D103.1 Dead End Fire Apparatus Access Road Turnaround**

**(Amend)** All typical curve radiuses shall be 36’.

**Appendices E, F, and G are adopted as guides.**

**SECTION 2:** The Code of the Revised Ordinances of South Weber City, effective 14 February 2006, as amended, are further amended as follows:

**SECTION 3:** The South Weber City Code, Title 9, Chapter 3 shall be amended as follows:

**Title 9, Chapter 3, Section 1 shall be amended to read:**

**9-3-1: ADOPTION OF INTERNATIONAL FIRE CODE:** There is hereby adopted by the City for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain Code known as the International Fire Code, published by the International Code Council, being particularly the 2006 Edition thereof and the whole thereof, three (3) copies of which have been and are now filed in the office of the City Recorder and the same is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which the Ordinance codified herein shall take effect, the provisions thereof shall be controlling within the limits of the City. The language hereinafter is in addition to the language in the published codes.

**Title 9, Chapter 3, Section 2 Establishment and Duties of Bureau of Fire Prevention shall be deleted.**

**Title 9, Chapter 3, Section 3 shall be amended to be Section 2 and shall be amended to read:**

**9-3-2: DEFINITIONS:**

- A. Jurisdiction: Whenever the word "jurisdiction" is used in the International Fire Code, it is the City.
- B. Fire Marshal: Where the party responsible for the enforcement of the International Fire Code is given the title of "Fire Marshal", add the following definition: Fire Marshal is the Fire Chief.

**Title 9, Chapter 3, Section 4 Storage of Flammable or Combustible Liquids shall be deleted.**

**Title 9, Chapter 3, Section 5 Storage of Liquefied Petroleum Gas shall be deleted.**

**Title 9, Chapter 3, Section 6 Storage of Explosives and Blasting Agents shall be deleted.**

**Title 9, Chapter 3, Section 7 Storage of Compressed Natural Gas shall be deleted.**

**Title 9, Chapter 3, Section 8 shall be amended to be Section 3 and shall be amended to read:**

**9-3-3: APPEALS:** Whenever the Fire Chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the International Fire Code do not apply or that the true intent and meaning of the International Fire Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Chief to the Board of Adjustment, called by the City Council, as per International Fire Code section 108.1.

**Title 9, Chapter 3, Section 9 New Materials, Processes or Occupancies; Permits shall be deleted.**

**Title 9, Chapter 3, Section 10 shall be amended to be Section 4 and shall be amended to read:**


**9-3-4: PENALTY:**

- A. Misdemeanor: Any person who violates any of the provisions of the International Fire Code as adopted and amended herein, or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the City or by a court of competent jurisdiction, within the required time, shall severally for each and every such violation and noncompliance, respectively, be guilty of a Class B misdemeanor and subject to penalty as provided in Section 1-4-1 of this Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

B. Enforced Removal: The application of the penalty set forth in subsection A of this Section shall not be held to prevent the enforced removal of prohibited conditions.

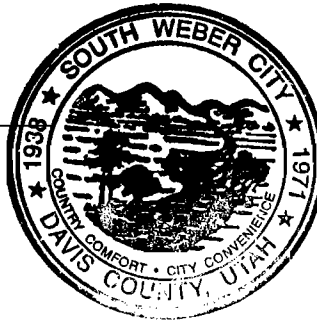
**SECTION 4:** This ordinance shall take effect upon posting.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, Utah this **28<sup>th</sup>** day of August, 2007.

  
MAYOR: Joseph E. Gertge

ATTEST:

  
Erika J. Ahlstrom, City Recorder





## APPENDIX A

*The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.*

# BOARD OF APPEALS

### SECTION A101 GENERAL

**A101.1 Scope.** A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of the *International Fire Code* pursuant to the provisions of Section 108 of the *International Fire Code*. The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the fire code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

**A101.2 Membership.** The membership of the board shall consist of five voting members having the qualifications established by this section. Members shall be nominated by the fire code official or the chief administrative officer of the jurisdiction, subject to confirmation by a majority vote of the governing body. Members shall serve without remuneration or compensation, and shall be removed from office prior to the end of their appointed terms only for cause.

**A101.2.1 Design professional.** One member shall be a practicing design professional registered in the practice of engineering or architecture in the state in which the board is established.

**A101.2.2 Fire protection engineering professional.** One member shall be a qualified engineer, technologist, technician or safety professional trained in fire protection engineering, fire science or fire technology. Qualified representatives in this category shall include fire protection contractors and certified technicians engaged in fire protection system design.

**A101.2.3 Industrial safety professional.** One member shall be a registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager or comparably qualified specialist experienced in chemical process safety or industrial safety.

**A101.2.4 General contractor.** One member shall be a contractor regularly engaged in the construction, alteration, maintenance, repair or remodeling of buildings or building services and systems regulated by the code.

**A101.2.5 General industry or business representative.** One member shall be a representative of business or industry not represented by a member from one of the other categories of board members described above.

**A101.3 Terms of office.** Members shall be appointed for terms of four years. No member shall be reappointed to serve more than two consecutive full terms.

**A101.3.1 Initial appointments.** Of the members first appointed, two shall be appointed for a term of 1 year, two for a term of 2 years, one for a term of 3 years.

**A101.3.2 Vacancies.** Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Members appointed to fill a vacancy in an unexpired term shall be eligible for reappointment to two full terms.

**A101.3.3 Removal from office.** Members shall be removed from office prior to the end of their terms only for cause. Continued absence of any member from regular meetings of the board shall, at the discretion of the applicable governing body, render any such member liable to immediate removal from office.

**A101.4 Quorum.** Three members of the board shall constitute a quorum. In varying the application of any provisions of this code or in modifying an order of the fire code official, affirmative votes of the majority present, but not less than three, shall be required.

**A101.5 Secretary of board.** The fire code official shall act as secretary of the board and shall keep a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member, the absence of a member and any failure of a member to vote.

**A101.6 Legal counsel.** The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

**A101.7 Meetings.** The board shall meet at regular intervals, to be determined by the chairman. In any event, the board shall meet within 10 days after notice of appeal has been received.

**A101.8 Conflict of interest.** Members with a material or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations, and voting on such matters.

**A101.9 Decisions.** Every decision shall be promptly filed in writing in the office of the fire code official and shall be open to public inspection. A certified copy shall be sent by mail or otherwise to the appellant, and a copy shall be kept publicly posted in the office of the fire code official for 2 weeks after filing.

**A101.10 Procedures.** The board shall be operated in accordance with the Administrative Procedures Act of the state in which it is established or shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code and applicable state law.

## APPENDIX B

# FIRE-FLOW REQUIREMENTS FOR BUILDINGS

*The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.*

### SECTION B101 GENERAL

**B101.1 Scope.** The procedure for determining fire-flow requirements for buildings or portions of buildings hereafter constructed shall be in accordance with this appendix. This appendix does not apply to structures other than buildings.

### SECTION B102 DEFINITIONS

**B102.1 Definitions.** For the purpose of this appendix, certain terms are defined as follows:

**FIRE-FLOW.** The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for fire fighting.

**FIRE-FLOW CALCULATION AREA.** The floor area, in square feet (m<sup>2</sup>), used to determine the required fire flow.

### SECTION B103 MODIFICATIONS

**B103.1 Decreases.** The fire chief is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

**B103.2 Increases.** The fire chief is authorized to increase the fire-flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall not be more than twice that required for the building under consideration.

**B103.3 Areas without water supply systems.** For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142 or the *International Wildland-Urban Interface Code*.

### SECTION B104 FIRE-FLOW CALCULATION AREA

**B104.1 General.** The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in Section B104.3.

**B104.2 Area separation.** Portions of buildings which are separated by fire walls without openings, constructed in accordance with the *International Building Code*, are allowed to be considered as separate fire-flow calculation areas.

**B104.3 Type IA and Type IB construction.** The fire-flow calculation area of buildings constructed of Type IA and Type IB construction shall be the area of the three largest successive floors.

**Exception:** Fire-flow calculation area for open parking garages shall be determined by the area of the largest floor.

### SECTION B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

**B105.1 One- and two-family dwellings.** The minimum fire-flow requirements for one- and two-family dwellings having a fire-flow calculation area which does not exceed 3,600 square feet (344.5 m<sup>2</sup>) shall be 1,000 gallons per minute (3785.4 L/min). Fire-flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,600 square feet (344.5 m<sup>2</sup>) shall not be less than that specified in Table B105.1.

**Exception:** A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.

**B105.2 Buildings other than one- and two-family dwellings.** The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

**Exception:** A reduction in required fire-flow of up to 75 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1.

### SECTION B106 REFERENCED STANDARDS

ICC	IBC	International Building Code	B104.2, Table B105.1
ICC	IWUIC	International Wildland-Urban Interface Code	B103.3
NFPA	1142	Standard on Water Supplies for Suburban and Rural Fire Fighting	B103.3

## APPENDIX C

# FIRE HYDRANT LOCATIONS AND DISTRIBUTION

*The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.*

### SECTION C101 GENERAL

**C101.1 Scope.** Fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, hereafter constructed.

### SECTION C102 LOCATION

**C102.1 Fire hydrant locations.** Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets.

### SECTION C103 NUMBER OF FIRE HYDRANTS

**C103.1 Fire hydrants available.** The minimum number of fire hydrants available to a building shall not be less than that listed in Table C105.1. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table C105.1 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted.

### SECTION C104 CONSIDERATION OF EXISTING FIRE HYDRANTS

**C104.1 Existing fire hydrants.** Existing fire hydrants on public streets are allowed to be considered as available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads.

### SECTION C105 DISTRIBUTION OF FIRE HYDRANTS

**C105.1 Hydrant spacing.** The average spacing between fire hydrants shall not exceed that listed in Table C105.1.

**Exception:** The fire chief is authorized to accept a deficiency of up to 10 percent where existing fire hydrants provide all or a portion of the required fire hydrant service.

Regardless of the average spacing, fire hydrants shall be located such that all points on streets and access roads adjacent to a building are within the distances listed in Table C105.1.

**TABLE C105.1  
NUMBER AND DISTRIBUTION OF FIRE HYDRANTS**

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS <sup>a, b, c</sup> (feet)	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT <sup>d</sup>
1,750 or less	1	500	250
2,000-2,250	2	450	225
2,500	3	450	225
3,000	3	400	225
3,500-4,000	4	350	210
4,500-5,000	5	300	180
5,500	6	300	180
6,000	6	250	150
6,500-7,000	7	250	150
7,500 or more	8 or more <sup>e</sup>	200	120

For SI: 1 foot = 304.8 mm, 1 gallon per minute = 3.785 L/m.

- a. Reduce by 100 feet for dead-end streets or roads.
- b. Where streets are provided with median dividers which can be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis up to a fire-flow requirement of 7,000 gallons per minute and 400 feet for higher fire-flow requirements.
- c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.
- d. Reduce by 50 feet for dead-end streets or roads.
- e. One hydrant for each 1,000 gallons per minute or fraction thereof.

## APPENDIX D

# FIRE APPARATUS ACCESS ROADS

*The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.*

### SECTION D101 GENERAL

**D101.1 Scope.** Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.

### SECTION D102 REQUIRED ACCESS

**D102.1 Access and loading.** Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34 050 kg).

### SECTION D103 MINIMUM SPECIFICATIONS

**D103.1 Access road width with a hydrant.** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm). See Figure D103.1.

**D103.2 Grade.** Fire apparatus access roads shall not exceed 10 percent in grade.

**Exception:** Grades steeper than 10 percent as approved by the fire chief.

**D103.3 Turning radius.** The minimum turning radius shall be determined by the fire code official.

**D103.4 Dead ends.** Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

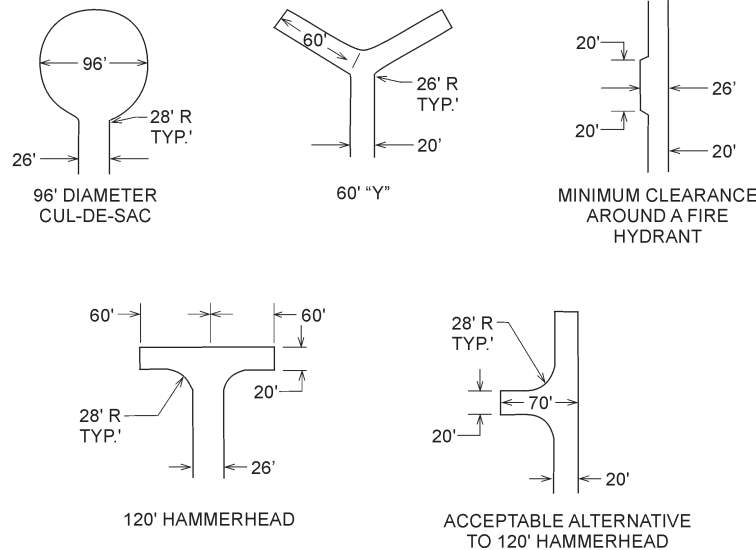
**TABLE D103.4  
REQUIREMENTS FOR DEAD-END FIRE  
APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

**D103.5 Fire apparatus access road gates.** Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum gate width shall be 20 feet (6096 mm).



For SI: 1 foot = 304.8 mm.

**FIGURE D103.1  
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND**

# SOUTH WEBER CITY COUNCIL MEETING

**DATE OF MEETING:** 28 August 2007

**TIME COMMENCED:** 6:20 p.m.

**PLEDGE OF ALLEGIANCE:** Mayor Gertge

**PRAYER:** Councilmember Poff

**PRESENT:** **MAYOR:** Joseph Gertge  
**COUNCILMEMBERS:** Scott Peterson  
Michael Poff  
Farrell Poll  
Lynn Thomas  
**CITY MANAGER:** Matt Dixon  
**CITY RECORDER:** Erika Ahlstrom

**EXCUSED:** **COUNCILMEMBER:** Jeff Monroe

**Transcriber:** Minutes transcribed by Michelle Clark

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A public work/discussion meeting was held at 5:00 p.m. to discuss and review agenda items.

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**VISITORS:** Ruth Malan, Sam Stanger, Joe Doughty, Michael Clark, Thomas Graydon, Frank Patrick, Brent Stauffer, Mary Ann Stauffer, Barbara Kap, Troop #933, Troop #533, Lloyd Ukena, Rod Westbroek, Dale Ukena, Keith Kap, Rory Ukena, Tracy Harper, Waylan Ukena, and Jan Ukena.

Mayor Gertge excused Councilmember Monroe from tonight's meeting. Mayor Gertge welcomed Scout Troop #933, #533, volunteer fire fighters, and developers.

**APPROVAL OF THE AGENDA:** Councilmember Poff moved to approve tonight's agenda as written. Councilmember Poll seconded the motion. Councilmember Peterson voted yes, Councilmember Poff voted yes, Councilmember Poll voted yes, and Councilmember Thomas voted yes. The motion carried.

**APPROVAL OF 14 AUGUST 2007 MINUTES:** Councilmember Poll moved to approve the minutes of 14 August 2007 as amended. Councilmember Thomas seconded the motion. Councilmember Peterson voted yes, Councilmember Poff voted yes, Councilmember Poll voted yes, and Councilmember Thomas voted yes. The motion carried.

**DECLARATION OF CONFLICT OF INTEREST:** None

**RESOLUTION 07-33: FINAL ACCEPTANCE OF HIGHLAND VIEW ESTATES:** Highland View Estates has finished its warranty period and the city staff has completed all final inspections of the improvements. This allows release of any escrow funds to the developer.

Councilmember Peterson moved to approve Resolution 07-33. Councilmember Thomas seconded the motion. Councilmember Peterson voted yes, Councilmember Poff voted yes, Councilmember Poll voted yes, and Councilmember Thomas voted yes. The motion carried.

Councilmember Thomas moved to open the public hearing for Ordinance 07-17. Councilmember Poll seconded the motion. Councilmember Peterson voted yes, Councilmember Poff voted yes, Councilmember Poll voted yes, and Councilmember Thomas voted yes. The motion carried.

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

**ORDINANCE 07-17: AN ORDINANCE ADOPTING 2006 INTERNATIONAL FIRE CODE AND AMENDING TITLE 9 BUILDING REGULATIONS CHAPTER 3 FIRE CODE:**

Matt Dixon, City Manager, explained that for years the city has operated under the standard of requiring 1,000 gpm of fire flow for any and all residential homes. After a close review of the city’s ordinances, the city staff realized that it has been several years since the city has updated its code. The size of homes being constructed in the city has made it difficult to keep up with the fire flow. The state has adopted the 2006 International Fire Code (IFC) and that is now considered state law. Although the main body of the code is adopted by the state, the appendices are optional and must be adopted separately in order to be fully enforceable by the city. The city staff has spent many hours in meetings discussing the city’s systems capacity and the IFC to determine what standards make the most sense for South Weber City.

Mayor Gertge asked for any public comment.

**Bruce Nilson, of Nilson Homes**, explained he is all for good fire protection; however, he is concerned about a home in Silverleaf Estates Subdivision that has been put on hold because they were told by the city of necessary fire flow requirements not being met. He said when this subdivision was approved, the fire flow was tested and approved by the city. He is concerned about the time frame for when this ordinance will be adopted and when it will be enforced. He also asked about a moratorium that was brought up in the work session.

Councilmember Poll said he brought the moratorium up in the work session. He said he isn’t sure if there was any answer to the possibility of this imposing a moratorium.

Matt explained that every city handles fire protection differently. For instance, Centerville City has a booster pump system that creates 2,000 gpm per home. He said it is difficult to compare other cities’ systems with South Weber’s since they are all different.

Fire Chief Graydon discussed the amendments to Ordinance 07-17. They read as follows:

**APPENDIX B: FIRE FLOW REQUIREMENTS FOR BUILDINGS**

**Section B104 Fire-Flow Calculation Area**

**(Add) B104.4 General, Single Family Dwellings.** The fire area for single-family dwellings shall be the total floor area of all floor levels within the exterior walls, used to protect storage or use areas, except as modified in section B104.4.1.

**(Add) B104.4.1 Area Separation.** Garages of single-family dwellings that are separated by one-hour fire walls constructed in accordance with the *International Building Code* or the *International Residential Code*, where applicable, are allowed to be considered as separate fire areas.

### **Section B105 Fire Flow Requirements for Buildings**

#### **B105.1 Exception**

**(Add to end of section)** The resulting fire flow shall not be less than 800 gallons per minute.

**(Add) B105.1.1** When water mains or other fixed systems, capable of supplying fire hydrants are available, fire hydrants shall be installed and spaced per Appendix C and section 508 of the *International Fire Code*.

### **APPENDIX C: FIRE HYDRANT LOCATIONS AND DISTRIBUTION**

#### **Section C103 Number of Fire Hydrants**

**C103.1 Fire hydrants available (Add to end of section)** In subdivisions comprised of only single-family dwellings and type "U" buildings the number of fire hydrants need not exceed the number of lots. Hydrant locations to be determined by the Fire Chief.

### **APPENDIX D: FIRE APPARATUS ACCESS ROADS**

#### **Figure D103.1 Dead End Fire Apparatus Access Road Turnaround**

**(Amend)** All typical curve radiuses shall be 36'.

Mr. Nilson discussed South Ogden City's requirements and said he isn't aware of any other city in the state that is requiring what South Weber City is now proposing. Discussion took place regarding requirements to sprinkle homes, fire walls, and the possibility of adding pumps to the city's system.

There were those in attendance who questioned the need to include basements in the house square footage and the requirement for the fire code.

**Dale Ukena, 2438 E. 8125 S.**, asked if the city is in the process of installing a water storage tank above Paul Wells property. He would like to know, as a builder, what timetable it will be to adopt this. Mayor Gertge responded to the water storage tank and said the city is still working on this project.

**Sam Stanger, 7240 S. 1375 E.**, explained his frustration with the sketch plan, planning commission, and city council approval process making changes to what is required for his development.

Fire Chief Graydon said the appendices have not changed from the city's previous code. The issue is that at some point, the city in the 1990's said the minimum flow for a subdivision is 1,000 gpm and the Fire Chief at the time was not involved with the building permit process. When Fire Chief Graydon took over, he got to looking at the size of homes being built and questioned whether or not there is enough fire flow for them.

Mr. Stanger urged the council to really understand what this might do to commercial development and the restrictions of development that is underway right now. Mr. Stanger asked how this will affect remodels. Fire Chief Graydon said it will affect a home if it puts the home size over 3,600 square feet.

**Lloyd Ukena, 7948 S. 2100 E.**, spent time researching this item on the internet. He realizes this is a safety issue. The estimate is that this requirement would increase the cost of a home

anywhere from 1% to 1.5%. He discussed vandalism and insurance fraud when it comes to putting in a sprinkling system. He is concerned about who will maintain and inspect these systems. He is concerned if this will increase the density of lots, length of dead end streets, curve radiuses, etc.

**Rod Westbroek, 2538 E. 8150 S.,** pointed out that there are a lot of issues that have been brought up tonight. He suggested looking into what other cities allow when most of them don't include basements as part of the square footage. He feels this will put an added burden on home buyers. He also suggested testing all of the fire flows to see where the city is with fire flow.

**Waylan Ukena, 7919 S. 2325 E.,** suggested looking into an impact fee for the water tank, or putting a pump system in would be better.

**Mike Clark, 1626 E. 7600 S.,** agrees that safety is number one. He discussed TJI systems as he was able to tour the manufacturer of TJI's in Oregon.

**Councilmember Poll moved to close the public hearing for Ordinance 07-17. Councilmember Poff seconded the motion. Councilmember Peterson voted yes, Councilmember Poff voted yes, Councilmember Poll voted yes, and Councilmember Thomas voted yes. The motion carried.**

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

Mayor Gertge feels the transition of this is the big issue. He feels there are issues that need to be discussed further. He suggested looking at the possibility of a full day-time fire department.

Councilmember Poll feels blind-sided as well as developers. He knows this is a big problem as the burden shifts from the developer to the home buyer and then to the city. He said the city needs to look at this long term. He understands the sense of urgency as the economy shifts.

Mayor Gertge said as elected officials we are concerned about how this may affect those in attendance.

Mike Clark said the LDS Church will do whatever it takes to eliminate installing a sprinkling system. Fire Chief Graydon said all newly constructed LDS churches are required to be sprinkled.

Matt said the city's liability would be to adopt something less than the International Fire Code.

Councilmember Poff discussed this issue with the Bountiful City Fire Chief. He asked if the city is prepared to enforce and maintain sprinkling systems.

Fire Chief Graydon said we have been from one end of this to another. He explained that a sprinkling system is part of the homeowners home just like a sewer system, etc. and they are responsible to maintain it. The fire department will need to inspect those systems annually. He said we can compare what other cities do, but they all have different systems.



Councilmember Peterson feels the council needs to look at what a life is worth. He feels the council needs to look at this long term.

Councilmember Thomas asked if the fire chief can address booster pumps. Matt said he has talked to the city's engineering firm about modeling the entire system and identifying where the system is deficient, but until we know those things, it is our position that we need to adopt this ordinance.

Lloyd Ukena discussed the use of a sliding scale and his concern with whether or not his existing home has enough fire flow.

Councilmember Poll asked how detached does a detached garage have to be? Chief Graydon discussed different scenarios and their requirements.

**Frank Patrick, 963 E. 7375 S.,** asked why the fire fighters are taught how to fight fires in basements if that isn't suppose to be included in the size of a home?

Fire Chief Graydon said we can research every city but it comes down to a decision that has to be made by this council. He suggested if a decision isn't made tonight, then a moratorium should be put in place.

Matt read from the International Fire Code Appendix B Section B104.1 which reads as follows:

“The fire flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building except as modified in Section B104.3.”

Matt said it is debatable as to what is considered floor area within exterior walls and under the roof of the building.

Fire Chief Graydon said when he raised his hand he promised to protect the citizens of this city and that is what he is trying to do.

Councilmember Peterson discussed not putting these requirements on approved development and infrastructure that is in place.

Councilmember Thomas suggested looking into a full-time fire department.

**Councilmember Peterson moved to approve Ordinance 07-17 as written with the amendment that if there are any existing signed contracts with the end user that those be excluded from this ordinance. Councilmember Poll seconded the motion. Erika Ahlstrom, City Recorder, called for the vote. Councilmember Peterson voted yes, Councilmember Poff voted yes, Councilmember Poll voted yes, and Councilmember Thomas voted yes. The motion carried.**

**Discussion on the motion took place. Councilmember Thomas suggested a follow-up on any other alternatives as well as review items brought up in tonight's meeting by the City Council. The city will accept public comments, solutions, etc. as well. It was decided this will be advertised in the city newsletter. This item will be reviewed again at the City Council meeting to be held on 9 October 2007.**

Mayor Gertge said he will make his fourteen points part of the minutes. (see attached)

**Councilmember Poff moved to open the public hearing for Ordinance 07-13. Councilmember Poll seconded the motion. Councilmember Peterson voted yes, Councilmember Poff voted yes, Councilmember Poll voted yes, and Councilmember Thomas voted yes. The motion carried.**

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

**ORDINANCE 07-13: AN ORDINANCE AMENDING TITLE 5 POLICE REGULATIONS CHAPTER 3 OFFENSES, 2A DISCHARGING FIREARMS:** Matt Dixon, City Manager, read the amendment to the ordinance. It reads as follows:

“It is unlawful and punishable as a class B misdemeanor for any person to discharge any gun, pistol, or paintball gun, or to shoot any bow and arrow, crossbow, blow gun, wrist rocket, slingshot, or similar device, designed to propel or throw missiles capable of doing bodily harm or in such a manner as to endanger persons or property within the city limits, except in self-defense, or in the case of a peace officer performing his official duty, or in case of target shooting with a bow and arrow after the erection in a proper place of a proper breastwork or barrier for the protection of other persons and their property and after approval of such barrier or breastwork by the city; provided, however, that nothing contained in this section shall be construed to prohibit the use of air soft guns or toy pistols, toy guns, toy bows and arrows, or other similar devices, which are not discharged from moving vehicles, nor shall this section prohibit the use appropriate force to euthanize injured or aged animals involved in the production of agriculture or to ward of predatory animals”.

**Keith Kap, 939 E. South Weber Drive**, not opposed to firearms being discharged but he does have cattle. Recently, he had a cow get out and had a difficult time catching it so he shot it.

**Councilmember Thomas moved to close the public hearing for Ordinance 07-13. Councilmember Poll seconded the motion. Councilmember Peterson voted yes, Councilmember Poff voted yes, Councilmember Poll voted yes, and Councilmember Thomas voted yes. The motion carried.**

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

Matt said he received legal counsel advice late today. Matt has forwarded this on to Mr. Chris Allred. He will also forward it to Davis County Sheriff’s Department. Any comments received from them will be forwarded to the council.

**Councilmember Poff moved to table Ordinance 07-13 until the council receives feedback from legal counsel and law enforcement. The council will review at the next city council meeting. Councilmember Thomas seconded the motion. Councilmember Peterson voted yes, Councilmember Poff voted yes, Councilmember Poll voted yes, and Councilmember Thomas voted yes. The motion carried.**

**Councilmember Thomas moved to move to the 6:40 p.m. agenda item. Councilmember Poff seconded the motion. Councilmember Peterson voted yes, Councilmember Poff voted yes, Councilmember Poll voted yes, and Councilmember Thomas voted yes. The motion carried.**

**AUGUST 28, 2007**  
**WORK/DISCUSSION MEETING PRIOR TO CITY COUNCIL**

The work session commenced at 5:17 p.m.

Those in attendance to the work session were: Mayor Joseph Gertge, Councilmembers Scott Peterson, Michael Poff, Farrell Poll, Lynn Thomas, City Manager Matt Dixon, Fire Chief Tom Graydon, City Recorder Erika Ahlstrom.

Visitors: Ernie Bleinberger, Ruth Malan, Sam Stanger, Bruce Nilson, Joe Doughty.

Councilmember Monroe is not in attendance this evening.

Strategy 5: Ernie provided a packet of information. He addressed the Council to update them on the work Strategy 5 is doing on the demographic analysis of South Weber.

Ernie provided an aerial view of the city, identifying the opportunity areas for development, listing 14 sites, including Crosswind, the south gateway area, the east frontage road, the west gateway, and the junction area which includes some city-owned property, and a city enter including a new city hall.. Ernie reported Parsons Brinkerhoff will have a water expert in the area the week of September 17, who will be looking at aquifer recharge and water situations. He suggested the Council look up the company website [www.pbcompany39.com](http://www.pbcompany39.com).

Ernie explained utilizing tax increment financing as an economic development tool. He explained in Utah there are three types of tax increment finance tools. RDA is urban redevelopment area; the city must show blight to establish RDA. EDA is economic development area; the driver for enacting an EDA is job creation. CDA is community development area; for a CDA the only thing you need to show is basically that it will contribute to the public good. Ernie indicated that Strategy 5 assisted North Logan with CDA for infrastructure. He said Pleasant Grove has also used CDA for a hotel and conference center. Ernie said that with the Crosswind development there may be some issues, such as wind mitigation, that a CDA may be able to fund. It could also fund additional landscaping or buffering around the gravel pits. Utah Code 17-C-4 covers the CDA.

Strategy 5 provided a CDA boundary map in the packet which was given to the Council this evening. They are suggesting looking at capturing potential new development and property taxes at the South Weber Gateway (either side). Ernie said Strategy 5 will be building conceptual building programs for conceptual building areas, to allow to make projections what a CDA could generate. Ernie added that a CDA has to be administered by an RDA board, which can be the City Council. The board is created by resolution, and Ernie said Strategy 5 can prepare that plan for you.

Ernie will be conducting a Town Hall Meeting at 6 p.m. on September 5, and he will be covering a lot of these issues at that meeting.

Councilmember Poll wanted to clarify for the media that was in attendance that Strategy 5's maps are erroneous and include some of Uintah. Matt assured those in attendance they only intend to include anything in South Weber's annexation plan. Ernie will correct any errors on the map.

Fire Code: Mayor indicated that Jeff made the request that this be postponed, but we need to address this issue. Public safety is at issue.

Tom Graydon discussed fire flow throughout the city. He said the west end of the city doesn't have lines large enough to supply fire flow. He said he typically tests flow midday; if tests were run in morning or

evening, the demand on system goes up so available water is less. The furthest house on the west end of town has a distinct issue. The bottom line is the flow differs throughout city depending upon size of lines.

Mayor Gertge said this issue is weighing public safety and developers interests. Bruce Nilson and Mike Clark discussed some of their concerns, which were further discussed later in the meeting.

Work meeting adjourned at 6:15 pm Minutes taken by Erika Ahlstrom, City Recorder.

### Points to review/include with the new fire code

1. What is the best way to transition into the new code? I think this issue was solved by allowing contracts written prior to city council will be “grandfathered” and everything else will be considered as applying to the code passed that night.
2. The “sliding scale of “gallons-per-minute” and square-feet should be part of the code and made part of the “developers” package as they get ready for sketch plan review.
3. Pressure testing will be made upon request.
4. Pressure testing will be made with the pump on the east end of the city powered on.
5. Definition what is included as square feet in the computation will be defined.
6. Are there any exceptions for concrete rooms in the basement?
7. Would a full-time fire department (2 people on duty during the day on week-days) make a difference on the scale?
8. Is there any insurance savings for having a sprinkler system?
9. What is included in annual testing of a sprinkler system and who will be conducting/paying for it?
10. Do sprinkler systems in the ceiling freeze and/or can they be designed not to freeze? I think the answer is – you need to design for cold weather and/or use anti-freeze.
11. Does having homes with sprinklers allow for higher density developments and longer streets? I think the answer is – only if the planning commission and city council agree to allow it.
12. Will there be consideration for building the new reservoir? The answer is – only when it is up and running and the “new” flows allow for it.
13. Could additional pumps be installed? Impact fee?
14. Can the code change wait until the “water model” is complete? The answer is – no, because it may not be completed for many months.
15. Provide the safety statistics mentioned in the discussion – 98% of sprinkler systems put out the fire, etc.
16. Review various factors on what fire walls are, what can penetrate a fire wall, etc. The city building inspector is the final review.
17. Explain how the water flow test is conducted and what the formula is.

## RESOLUTION 09-10

### AGREEMENT BETWEEN SOUTH WEBER CITY AND THE SOUTH WEBER RAILROAD CLUB

**WHEREAS**, South Weber City owns a 17 acre park known as the Canyon Meadows Park; and

**WHEREAS**, the South Weber Railroad Club, a nonprofit organization, approached the City requesting the City consider entering into an agreement with the Club wherein the Club may be allowed to use the Canyon Meadows Park to run their railroad system; and

**WHEREAS**, the City Council discussed the unique benefits entering into such an agreement might have for the City and the Canyon Meadows Park; and

**WHEREAS**, an agreement was drafted by the Club and presented to the City Council for review; and

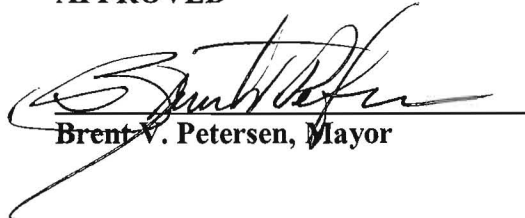
**WHEREAS**, the agreement sets forth the desires of both the Club and the City to ensure the safe and unique development of a rail system within the Canyon Meadows Park; and

**WHEREAS**, the City Council of South Weber, after reviewing the agreement agrees it is in the best interest of the City to enter into said agreement with the South Weber Railroad Club.

**BE IT THEREFORE RESOLVED** by the South Weber City Council that the City accepts the terms and conditions of the Agreement with the South Weber Railroad Club.

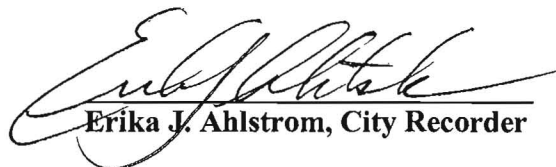
**PASSED AND RESOLVED** by the City Council of South Weber City this 24<sup>th</sup> day of March 2009.

**APPROVED**



Brent V. Petersen, Mayor

Attest:



Erika J. Ahlstrom, City Recorder

## **AGREEMENT BETWEEN SOUTH WEBER CITY AND THE SOUTH WEBER MODEL RAILROAD CLUB**

This agreement, Made and entered into this 31 day of Mar, 2009 by and between the CITY of SOUTH WEBER, a municipal corporation hereinafter called "City", and the South Weber Model Railroad Club hereinafter called "The Club."

### **Witnesseth:**

Whereas, The Club, a non-profit corporation (in application as of this agreement), proposes to render advantageous and desirable services by and through its model railroad activities.

Whereas, it is the desire of the City to aid and assist The Club in the development of this program; the same being consistent with the City's Parks Master Plan.

Whereas, the City, in review of the Canyon Meadows Park Master Plan, has approved the concept of The Club's use of the Canyon Meadows Park.

Now therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1.0 General Provisions:**

The City agrees to cooperate with the Club in providing the use of The Canyon Meadows Park (approximately 17 acres) for the operation of a phased development of The Club's facilities. The presumption upon which all sections of this agreement shall be interpreted is that the City's programs and desires shall in all cases and at all times take precedence over The Club's and that The Club shall use The Canyon Meadows Park facilities during such periods and for such purposes as prescribed herein and as the City may make available. The City also agrees to provide and pay for water and electricity for all facilities on City property and in addition agrees to maintain all landscaping on City property including properties in and around the railroad related facilities. The Club shall maintain the railroad right-of-ways to include single use railroad bridges, all miniature railroad buildings, and railroad signals and signs.

The parties to this Agreement are not agents or partners of each other and neither shall have the authority to act or speak on behalf of the other, unless expressly authorized by the Agreement.

### **1.1 Construction**

The Club shall provide the labor to build the track, to include laying the track, building bridges (non-dual-use bridges), and installation of scale buildings along the track route. Any railroad bridges combined with park walkways shall be built by the City and The Club shall lay the track on these dual use bridges. The conceptual track right of ways shall be incorporated on the City's Canyon Meadows Park Master Plan. All track right of

ways and conduits under said right of ways shall be constructed by the City. All construction by The Club or the City shall be done in accordance with the City's Canyon Meadows Park Master Plan. All changes/deviations from the Canyon Meadows Park Master Plan pertaining to the location and construction of track, whether suggested by The Club or City shall first be approved by The Club Track Committee which will review the suggested changes to verify said changes meet certain track requirements (i.e. radius', grade, etc.). Following The Club Track Committee's review and recommendations, the changes/deviations shall be submitted to the City Council for its review and approval prior to commencement of construction. Once track is constructed and deemed safe, ownership of said track shall transfer immediately from The Club to the City and shall be considered a donation from The Club to the City.

### **1.2 Operation**

Scheduled run days are formally established for the second weekend of each month during daylight hours. Scheduled runs shall only be done if the weather permits and as long as the track is in a safe, operational condition. Daylight hours for the purpose of run days shall be 8:00 am to 5:00 pm. The Club shall be allowed to provide rides outside of these hours if it chooses as long as the track is safe and weather permits. The Club shall have at least two trained members on any train hauling the general public for safety reasons and at all times shall operate the trains in accordance with The Club's adopted Operating Rules (see appendix B).

In the event of an accident involving damage to persons or property, an accident report shall be made according to The Club's Operation Rules sections 2.6 and 5.3 and Section 8.020 of the City Policies and Procedures. The City shall be notified the next business day of the accident or incident. A copy of The Club's written accident report shall be provided to the City no later than 36 hours following the accident. The City's Risk Management Committee and The Club's Board of Directors shall hold a meeting within 14 days from the date of the accident to discuss the causes of the accident, what preventative measures could have been taken, and to determine what, if any, changes need to be made to reduce the possibility of a similar accident or incident in the future.

### **1.3 Term of Agreement**

The term of this agreement shall be 99 years unless the Termination of Agreement clause below is exercised.

### **1.4 Funding**

The funding of the railroad shall be a cooperative effort between City and The Club. It is understood that both parties' abilities to fund the items contained within this agreement are contingent upon budget availability and allocations from each entities' governing board. It is the intent of The Club to ask businesses and private individuals for



donations to help fund certain parts of the railroad. These donations shall be used to offset costs for, but shall not be limited to the following items: Tunnel, long bridge to tunnel, riding cars (club owned), locomotives (club owned), and track. The following is a breakdown of the equipment and infrastructure needed and which party shall be responsible to fund them:

1.4.1 City includes but not limited to:

- a) 2 inch conduit under all track right of ways (Signaling system)
- b) All earth work needed to create the track right of way
- c) Placement of power and water along track right of way as shown on the master plan for the park.
- d) Dual use bridges (walking and railroad)
- e) City park signs

1.4.2 The Club includes but not limited to:

- a) Scale buildings (Club owned) along the railroad right of way
- b) Riding Cars (club owned) initial construction and maintenance
- c) Locomotives (club owned) initial construction and maintenance
- d) Track maintenance
- e) Railroad signs, crossing gates, warning signs along track right of way, warning signs at path crossings, Passenger riding rules (at loading areas) (All Club owned)

1.4.3 City and Club includes but not limited to: (All City Owned)

- a) Track
- b) Ties
- c) Road base (ballast)
- d) Non-Dual use bridges
- e) Tunnel

### **1.5 Funding, Funds Collection and Funds usage**

See **2.4 Financial Report** for fund reporting

1.5.1 Upon City Council approval, The Club shall be allowed to collect a small fee to ride on the trains. The fee shall be collected if the train equipment is Club owned or privately owned. Fees shall only be collected during regularly scheduled ride weekends.

1.5.2 The Club shall be allowed to collect donations at all times to include regular ride weekend(s).

1.5.3 The Club shall keep a record of Donations collected, fees collected and rider counts. This data shall be part of the Financial Report.

1.5.4 Fees collected for rides shall only be used to maintain the railroad and shall include, but not be limited to: track, bridges, club equipment to haul the public, and insurance.

1.5.5 Donations shall be used in the same manner as the fees collected (1.5.4) and as deemed appropriate by The Club for the furtherance of its mission. These expenditures include, but are not limited to: Scale buildings, Construction of Club owned riding equipment, and Club owned Locomotives.

1.5.6 The city shall fund the track to include rail, ties and ballast. This funding may be done in a phased approach and will be done based on an agreement with The Club as to which areas should be done and in what order.

**Note:** It is preferred that the City purchase track for The Club based on a “pick list” provided by The Club. When the City and The Club agree on what should be built, The Club will provide the City with a list of required items to accomplish the build. This will allow the City some latitude in how it plans out park expenses.

1.5.7 The Club shall be allowed to purchase track if donations allow. Track purchased using donation can be used on “in-phase” or “out-of-phase” track construction. “Out-of-phase” is track not being laid down in the current phase, but is part of the master plan.

## **1.6 Use of Track**

The track shall only be used by members of The Club in good standing. Visitors may use the track only during special meets or when a member in good standing is at the track. All visiting operators shall agree to and sign a release form and agree to follow the safety rules adopted by The Club and this Agreement.

## **1.7 Rider Rules and Operating Rules**

Riding Rules (Appendix A) and Operating Rules (Appendix B), here by referred to as “The Rules”, are attached to this document for reference only. The Rules may need to be

modified at times and any modifications to The Rules shall not require this document to be re-voted on or re-signed by the City or The Club. In the event of any changes to the Operating Rules, the City shall be provided a copy of the changes for comment. The City has the authority to amend rules contained in the Rider Rules so long as such amendments shall be limited to general public safety. The changes shall be presented to The Club in writing for review and inclusion in the Rider Rules. Upon acceptance by The Club a new copy of the Rider Rules shall be provided to the City. In the event of a safety concern affecting the Operation Rules, the Club Board of Directors and the City Council shall hold a meeting to resolve the concern to the satisfaction of both parties.

## **2.0 Special Provisions:**

### **2.1 General public**

No charges of any kind shall be made to the public except that The Club shall be allowed to charge a small fee to riders to help cover operating costs. Operating costs shall include but not be limited to: fuel, materials to construct passenger cars and locomotives (club owned equipment), track maintenance, and insurance costs. Annually The Club shall submit the proposed rider fee to The City for review and authorization. Participation on public rides shall be dependent upon full compliance with all safety regulations as adopted by The Club. Further, participation in all train related activities shall be without regard to race, religion, or national origin. The general public riding rules are contained in Appendix A.

### **2.2 Rides**

Members of The Club shall not be obligated in any way to run an amusement park, nor furnish rides to the general public on their personally owned equipment. However, The Club or its members may want to offer rides on the trains they operate as long as full compliance with safety rules and regulations are followed. Club members may elect not to offer rides to the general public on their personal equipment during regularly scheduled public ride days. The Club agrees to provide at least one locomotive and riding cars on regularly scheduled ride days.

### **2.3 Posting**

Appropriate signs delineating public safety regulations will be clearly posted. The general public riding rules are contained in Appendix A.

Appropriate railroad signs will be purchased and installed by The Club i.e., passenger loading, crossing signs, warning points, passenger area(s).

## **2.4 Financial Report**

The Club shall submit an annual report of revenues generated from the previous year's train rides revenues collected as donations, and expenditures pertaining to the Canyon Meadows Park Project. A copy of The Club's financial records shall be submitted to and reviewed by the City Council on or before April 1 each year. Additionally, The Club agrees to provide an annual report to the City Council of ridership numbers. The City reserves the right to inspect any and all financial records of The Club and The Club agrees to provide access to such records within 10 business days following the City's request.

## **2.5 Ownership**

The Club shall own and maintain a club locomotive and riding cars as well as scale buildings. The Club shall keep track of how much track is paid for by the City and how much is paid for by The Club. Upon termination of the 99 year agreement The Club shall be allowed to remove any track paid for solely by The Club or through donations to The Club. The City shall reserve the right to purchase any track owned by The Club. If the City purchases the track The Club will not claim ownership of said track. If the City does not want the track, the City may donate the track and structures to The Club and allow The Club 6 months to remove all track and structures. The Club reserves the right for first refusal on the track if the City deems it no longer wants the track in the park. This shall include railroad only bridges and other structures as identified by the City.

## **2.6 Connection from Private individuals**

Requests for private connections to the track shall be submitted to The Club in writing. The Club shall review the request specifically looking at safety concerns and whether or not The Club wants the connection included in the Canyon Meadows Park Master Plan. Once The Club has determined the connection is desirable and safe, The Club will present the request to the City for authorization to incorporate the connection into the Master Plan and this Agreement. All expenses incurred in the addition of a private connection shall be at the expense of the private individual desiring the connection. In order to add and use a private connection to the track, persons shall be members in good standing with The Club and shall thereby agree to adhere to all Club safety rules (appendix B). If persons with a private connection to the track refuse to join The Club or lose their membership to The Club for any reason, the private connection shall be removed at the Club's sole expense upon authorization by the City, so long as the removal is limited to sections of track installed on public property.

## **3.0 Indemnity Clause:**

3.1 The Club assumes the City shall be the sole owner of the track.

3.2 The Club shall indemnify, defend and save and hold the City harmless from any and all claims, demands, suits, fines, fees or causes of action for death or injury to persons, or damage to property resulting from or in any way connected to the track and/or The Club's use of said park facility, or anyone associated with The Club.

3.3 City shall save and hold The Club harmless from any or all claims or causes of action for death or injury to persons, or damage to property resulting from or which may arise by reason of dangerous or defective conditions of City property, except for property, if any, to be maintained by The Club under this Agreement, or by reason of a failure to maintain said park facility in a safe condition.

#### **4.0 The Club Insurance:**

4.1 It is the assumption of The Club that the City's insurance will cover the track contained within all publicly owned property.

4.2 The Club agrees to take out and maintain, at its expense, public liability insurance in an amount and with an insurance carrier that shall be satisfactory to the City. Said insurance shall be purchased in order to protect The Club against liabilities mentioned in the Indemnity Clause, and for damages on account of or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of The Club or any person acting for The Club or under The Club control or direction, and also to protect against loss from liability for damages to any property of any person caused directly or indirectly by or from acts or activities of any person acting for The Club. Such insurance shall be maintained in full force and effect during the entire term of this agreement and the City shall be a named insured on the policy.

A copy of said certificate shall be provided and kept on file in the office of the City Recorder. The Club agrees that this agreement shall terminate, at the option of the City, upon the effective date of the cancelation, termination, or suspension of any or all of the insurance policies heretofore mentioned, unless before such effective date The Club has acquired other insurance which, in the determination of the City, adequately replaces the canceled insurance.

#### **5.0 Closure of Facility:**

The City, after giving proper notice to The Club, shall reserve the right to temporarily close all park facilities, including all related Club facilities within the park for reasons of health, safety, or necessary repairs.

The Club, after giving proper notice to the City, shall reserve the right to temporarily close the track for reasons of health, safety, or necessary repairs. All efforts shall be made to provide public rides during any closures on track deemed safe by The Club. At no time shall the general public be taken onto a track deemed unsafe and/or closed.

**6.0 Termination of Agreement:**

The City or The Club may terminate the provisions of this agreement at any time upon 90 days written notice. Upon termination, The Club shall remove all Club owned equipment and fixtures from the park within 90 days following the official termination date. If the 99 year term is to be terminated and the City does not want the track, the City shall allow The Club up to 9 months to remove all track, structures and railroad only bridges.

**7.0 Arrangements for use of Facilities**

The City's City Manager and The Club's President, or designees shall meet annually for the purpose of preparing a comprehensive schedule for the use of the City's Park facilities, consistent with the provisions of this agreement. The dates for any special excursions (event) trains shall be set at this meeting for the year. The City or The Club shall reserve the right to request a special meeting or to be added to a regularly scheduled City or Club meeting for the purpose of adding, removing, or changing dates set at the annual meeting.

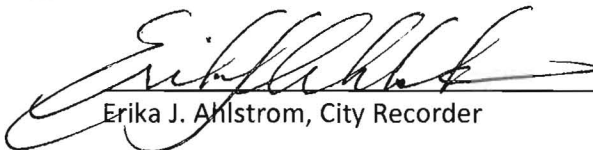
**SOUTH WEBER CITY**

By:

  
Brent V. Petersen, Mayor




ATTEST:

  
Erika J. Ahlstrom, City Recorder

**SOUTH WEBER MODEL RAILROAD CLUB**

By:

  
Its: President SWMRR

## SOUTH WEBER CITY COUNCIL WORK MEETING

**DATE OF MEETING:** January 6, 2009

**TIME COMMENCED:** 5:32 p.m.

<b>PRESENT:</b>	<b>MAYOR:</b>	<b>Brent Petersen</b>
	<b>COUNCILMEMBERS:</b>	<b>Scott Peterson</b>
		<b>Michael Poff</b>
		<b>Farrell Poll</b>
		<b>David Thomas</b>
	<b>CITY MANAGER:</b>	<b>Matt Dixon</b>
	<b>CITY RECORDER:</b>	<b>Erika Ahlstrom</b>

**EXCUSED:** COUNCILMEMBER: **Scott Woodbury**

**Visitors:** Scott Stowell, John Grubb, Mark Larsen, Eric Smith.

### **DISCUSSION: CONCEPT FOR MINIATURE RAILROAD IN CANYON MEADOWS PARK –**

*Scott Stowell and John Grubb.* The proposed South Weber Railroad Club had provided information prior to the meeting. The proposed railroad is 1.5 inch scale. Tracks are aluminum or steel, cars are between 8-10 ft. long and weigh between 200-300 lbs. The trains run on gas electric, gas hydraulic, or live steam. The Club will build their own equipment. Scott and John provided photos of tracks in Arizona and Oregon.

Scott explained the railroad is family friendly, open to all ages, and there is no other track on city-owned property in Utah. Items needed for the project are rail, ties (plastic or wood), paths that are 3-7 feet wide (depending on single or double track), access for equipment to level the land (grading to no steeper than 2%), and PVC electrical pipe. The Club will provide the labor to lay the track and maintain it. They would also like a shelter structure at the loading area.

The Railroad Club will: provide rides to public two weekends a month; hold one or two meets a year, bringing people from out of town to the city with their equipment; provide holiday and special events; maintain the track; and provide an education program for engineers and conductors. They have proposed some names from which they would like the Council to choose.

Councilmember Thomas thinks great amenity for the park. He asked what the city's responsibility will be besides the upkeep of landscaping, power and water. Scott indicated the city will need to provide funding for track and ties; the Club should be able to get donations for road base. The Club is working on getting incorporated and applying for 501(c)(3) status as a non-profit.

Scott displayed a possible track plan drawn out on a scale copy of Canyon Meadows Park. The plan includes a steaming bay, a tunnel, and loading areas by the barn at the restrooms. The tracks will have to cross the road in a couple of places (½ crack in concrete), so there would be crossing gates.

John explained the Club is looking into obtaining grant money for the barn area, to restore the barn and bring it up to conditions usable conditions. They can also use the old tractor barn and root cellar on the property, and possibly have a display of sheds with old farm equipment. Mayor Petersen stated that Annette Gardner is heading up those types of projects.

Councilmember Thomas asked Matt about the park's phasing timelines. Matt said for phases one and two the city engineer is finishing grading plan, then GSBS will do landscaping plans. He said the city hopes to grading this spring.

The Council discussed liability issues. Councilmember Thomas indicated since the city is not charging a fee for rides, there is no liability according to statute. Matt has checked with the Utah Local Governments Trust as well. John and Scott assured the Council all safety precautions will be taken.

Councilmember Peterson asked if there are other clubs in Utah, and if the track would be big enough to support a meet. Scott indicated he is not aware of any other 1.5 inch scale clubs. He said the completed track will be big enough to support 20-25 trains. Scott explained there are local people who have equipment but don't have anywhere to run it.

The Council asked for an estimate of what the railroad will cost. Scott indicated finished track runs between \$5 and \$8 a foot, depending on whether it is aluminum or steel. The is about a mile of track on the plan they are proposing.

Mayor Petersen indicated he gets the feeling the Council is supportive of the idea of the railroad. He said we will have more questions and need more information on the financial aspect. John said it should cost \$3,000 to \$5,000 to get the track down by summer, but they will get more specific information for the Council.

Matt said if the Council agrees to move forward, then GSBS can put the track on the master plan.

John and Scott were thanked for their time and excused from the meeting at 6:18 p.m.

#### **INITIAL REVIEW OF UPCOMING AGENDA ITEMS**

*Property Purchase by Davis School District:* Councilmember Peterson questioned the part of the agreement where the city would certify that the property is environmentally clean. The Council determined this should be removed from the agreement. Mayor Petersen will call Paul Waite to inform him of this.

*Conditional Acceptance: Ukena Farm Estates:* No discussion.

*Appointment to Planning Commission – Tim Grubb; Appointment to Mosquito Abatement Board – Nolan Birt:* Tim and Nolan will be contacted about the meeting.

**PURCHASE ORDER #1518: APCO FOR COMPLETION OF SCADA SYSTEM:** Matt explained that purchase orders were approved for updating of the SCADA system that controls water pumps and fills tanks, as well as monitoring the sewer lift station. He said that prior to APCO, another company (Quality Electric Systems - QES) had tried to bring us back online and but they were unsuccessful in completing the project. The city is withholding payment of an \$8,000 invoice from QES due to this fact. Matt said the city found APCO through a reference. The initial proposal of \$8,800 was based on assumptions, then when APCO came on site found more items that were needed. Mark Larsen reported that the communications in the system were unreliable.

Eric Smith, Control Engineer for APCO, stated he is supervising this project. He said the system involves three elements: Telemetry is the radio network, PLC (programmable logic controllers) which read the tank levels; and HMI (human machine interface) which is the graphics on the monitoring computing showing how full the tanks are, when pumps are off and on, etc.

Eric explained that when APCO came in, the assumed the radio network was mostly working with a few things needed to be done, and that the graphics were also mostly working. He said they spent four days trying to get the current radio system to work. Eric displayed the old radio to the Council, indicating that it is basically a "home made" radio. He said they were only successful in getting one or two or them to communicate intermittently. Eric said in summary this was "not a robust radio network", but he realizes



## SOUTH WEBER CITY COUNCIL WORK MEETING

**DATE OF MEETING:** February 3, 2009      **TIME COMMENCED:** 5:26 p.m.

<b>PRESENT:</b>	<b>MAYOR:</b>	<b>Brent Petersen</b>
	<b>COUNCILMEMBERS:</b>	<b>Scott Peterson</b>
		<b>Michael Poff</b>
		<b>Farrell Poll</b>
		<b>David Thomas</b>
		<b>Scott Woodbury</b>
	<b>CITY MANAGER:</b>	<b>Matt Dixon</b>
	<b>CITY RECORDER:</b>	<b>Erika Ahlstrom</b>

**EXCUSED:**    **COUNCILMEMBER:**

**Visitors** (public work meeting): Scott Stowell, Tom Graydon.

**A motion was made by Councilmember Woodbury at 5:36 p.m. to enter into a closed executive session in accordance with UCA 52-4-205 to discuss pending or reasonably imminent litigation. Motion seconded by Councilmember Peterson. Councilmembers Peterson, Poll, Thomas and Woodbury voted yes. The motion carried.**

Public work meeting reconvened at 6:34 p.m.

### **INITIAL REVIEW OF FEBRUARY 10 AGENDA ITEMS:**

*Review of Staker Parson Conditional Use and Development Agreement – No comments.*

*Adopting Natural Hazard Pre-Disaster Mitigation Plan:* Fire Chief Tom Graydon attended to address any questions. Tom stated if the city does not adopt this plan, we won't be eligible to apply for any grants for mitigation. There are federal programs that assist with actual mitigation of hazards, such as floods, mudslides, wildland fire, etc.

Mayor Petersen commended Tom for his receiving the Fire Dept. Officer of the Year award. Tom and the Firefighter of the Year (Alex Turner) will be recognized at an upcoming council meeting.

### **DISCUSSION: AGREEMENT FOR MINIATURE RAILROAD IN CANYON MEADOWS PARK**

Scott Stowell attended the meeting representing the South Weber Railroad Club. Mayor Petersen stated that the Council is in favor of establishing the railroad in the area they have proposed. He added, however, that no official action has been taken and we are still in the discussion phase.

It was clarified that the proposed agreement indicates the railroad will provide rides to the public; this will not be an amusement park with paid amusement rides. They will provide rides one weekend a month during the construction phase; once the track is down, they may provide rides on additional weekends, depending upon the interest that is shown.

Mr. Stowell stated they put the 99 year lease clause in the agreement because they don't want to get into a situation where they put track down and then the city decides they want to do something else with the property. This clause was deemed acceptable because the agreement allows either party to cancel the agreement with notice.

Matt wants to double check the acreage, as the agreement specifies 17 acres.

Matt discussed the agreement providing the ability to charge for operating costs. He asked if the city should have oversight of these fees to prevent them from being too high. Mayor Petersen said the market will take care of this as no one will participate if the fee is too high.

Matt asked if there is a standard for the safety regulations. Mr. Stowell said that the clubs around the U.S. have adopted both operating and riding rules. The club will “pare down” those rules to apply to this situation and Mr. Stowell will provide those as an attachment to the agreement. Signs will be posted with the rules for operators and for riders.

Councilmember Thomas asked about the club’s insurance. He is concerned the will only apply to claims against the club, but people are likely to sue the city as well. The council would like to be an additional insured on the policy. Matt said in the agreement it needs to specify what insurance the club will need to carry.

Matt said the agreement also needs to clarify that the club will purchase the signs that need to be posted. He said the agreement needs to clarify what the city will provide, stating it is hard to recommend approving an agreement with unknowns. He said, for example, the bridges will be a tremendous cost to the city. He suggesting devising a phasing plan.

Councilmember Poff discussed that construction needs to be approved by the city, and they also need to address the issue with surrounding homeowners who may want to tie in to the system. Mayor Petersen said there will be a master plan that will have to have council approval. Matt added that any alterations or deviations to the master plan would have to come through the city.

Matt said he will send the agreement to legal counsel before approval.

#### **OPTIONS FOR COMMERCIAL DESIGN STANDARDS (SOUTH WEBER DRIVE) –**

Matt said the city has discussed setting standards for commercial development. He feels the plan should be open, providing guidelines of what we want to ensure development doesn’t deviate too far from the desired architectural style. He said the “eclectic” style gives rules with no rules.

The council expressed concern about “eclectic” being so flexible there is no standard. However, they are also concerned about limiting flexibility. Matt reminded the council this is one corridor and we should set a style, then allow flexibility within that style. The pros and cons of mixed styles were discussed. The city doesn’t want a development to conflict with its surroundings. Mayor Petersen asked if we want to set standards for the development (i.e. no poles, landscaping, etc.) or actual building design.

The Mayor and Council decided they would like to devise the city’s plan similar to the Anaheim, CA, plan that was given as an example. They would like guidelines to establish conceptually what we want to accomplish in that area. The council will refer this to the Planning Commission to look at the Anaheim plan and come up with a recommendation.

**OTHER:** Mayor Petersen asked for opinions on the city paying for auxiliary programs at ULCT conferences. It was decided the city will continue to the policy and practice of paying for auxiliary programs for spouses.

Work meeting adjourned at 7: 35 p.m.

Minutes by

\_\_\_\_\_  
Erika Ahlstrom, City Recorder

**QUARTERLY REPORT: RECREATION DEPT – Joe Cravens, Recreation Director:**

Joe Cravens, Recreation Director, approached the City Council and presented the quarterly report. He stated revenues are down by 18% from 2008 and expenditures are down by 29%. He then gave a tackle football update, reporting he is in the process of purchasing uniforms with the funds that have been raised. There will be upcoming fundraisers which will include: South Weber City Garage Sale, Player Fundraiser, and dinners with Brian Johnson & Louie Sakota as speakers. Upcoming events include: Jr. Jazz Night at the Energy Solutions Arena on Saturday, March 28 (over 150 tickets sold), Soccer starts April 7, Baseball/Softball starts May 4. Joe stated new light bulb will be installed in the gymnasium. He is working on a baseball clinic with the Ogden Raptors and a South Weber City Night at a Raptors game. Attendance numbers are as follows:

<u>Year</u>	<u>Total Attendance</u>	<u>Days Open</u>	<u>Average</u>
08	3,740	71	52.6
09	3,532	70	50.45

**RESOLUTION 09-10: AGREEMENT WITH SOUTH WEBER RAILROAD CLUB FOR MINIATURE TRAIN AT CANYON MEADOWS PARK:**

Matt Dixon, City Manager, stated South Weber City owns a 17 acre park known as the Canyon Meadows Park. The South Weber Railroad Club, a nonprofit organization, approached the City requesting the City consider entering into an agreement with the Club wherein the Club may be allowed to use the Canyon Meadows Park to run their railroad system. The agreement sets forth the terms and conditions by which both the club and the City will work to ensure that a safe, entertaining, rail system gets constructed in Canyon Meadows Park. This is an exciting amenity that will make the park a unique destination for hobbyists and families alike. The agreement has been reviewed both by staff and legal counsel. The club has committed to providing rides to the public two Saturdays per month.

**Scott Stowell, 2178 N. 2070 W. Clinton, Utah,** stated if this goes through they would like to be able to get into the barn and find out what that would entail to make it useable. They would like to temporarily store a tractor/equipment in the barn. He stated the area on the north side needs to be carefully taken apart and rebuilt. The inside needs to be cleaned out. Mayor Petersen stated the barn is hoped to be used for a museum.

**Councilmember Poll moved to approve Resolution 09-10. Councilmember Poff seconded the motion. Erika called for the vote. Councilmembers Peterson, Poff, Poll, and Woodbury voted yes. The motion carried.**

**Councilmember Poff moved to open the public hearing for Resolution 09-11. Councilmember Poll seconded the motion. Councilmembers Peterson, Poff, Poll, and Woodbury voted yes. The motion carried.**

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

**RESOLUTION 09-11: CONDITIONAL USE PERMIT WEBER BASIN WATER CONSERVANCY DISTRICT TO INCREASE CAPACITY OF EXISTING AQUIFER STORAGE & RECOVERY SITE (Parcel #13-009-0035):** Matt Dixon, City Manager, stated that in February 2009, Weber Basin requested information regarding permit requirements to

## SOUTH WEBER CITY COUNCIL WORK MEETING

**DATE OF MEETING:** 04 May 2010

**TIME COMMENCED:** 6:30 p.m.

<b>PRESENT:</b>	<b>MAYOR:</b>	<b>Jeff Monroe</b>
	<b>COUNCILMEMBERS:</b>	<b>Sara Lusk</b>
		<b>Michael Poff</b>
		<b>David Thomas</b>
		<b>Scott Woodbury</b>
	<b>CITY MANAGER:</b>	<b>Matt Dixon</b>
	<b>CITY RECORDER:</b>	<b>Erika Ahlstrom</b>
	<b>DEPUTY RECORDER:</b>	<b>Emily Thomas</b>
	<b>PUBLIC WORKS DIR:</b>	<b>Mark Larsen</b>
	<b>FIRE CHIEF:</b>	<b>Tom Graydon</b>
<b>EXCUSED:</b>	<b>COUNCILMEMBER:</b>	<b>Farrell Poll</b>

**Visitors:** John Grubb, Scott Stowell, Brent Petersen.

**Update – South Weber Short Line Railroad at Canyon Meadows:** John Grubb and Scott Stowell provided an update of the status of the small scale railroad being installed at Canyon Meadows. They have chosen the name “South Weber Short Line”. Mr. Stowell reported they have built one riding car. UTA has donated two crossing arms, which the railroad club is painting and refurbishing, to be put at the entrance going into the park that will operate during run days. Chief Graydon clarified that emergency vehicles will be able to get through if needed. Mr. Stowell reported other train clubs use similar crossing arms with no problems. The arms will be strapped up when the train is not running. They operate on 12 volts. Mayor Monroe expressed concern on how the crossing arms will affect the appearance of the park. Mr. Stowell asked if the council wants to have a railroad theme for the park. Mayor Monroe asked for the council’s opinion. Councilmember Thomas said he has no problem with the crossing arms as long as they are only activated when they are running the train. Councilmember Woodbury said it is needed for safety. Councilmember Poff’s concern is they are big and bulky, but we need to have some way to stop traffic. Mayor Monroe said along with safety, we need it to look nice. Mayor Monroe directed direct staff to work with the railroad club regarding installation of the crossing arms. Brent Petersen suggested sending UTA a thank you note from the city.

In regard to theming of the park, Mr. Stowell reported the club has been offered two full sized box cars which could be placed at the park. The cost of transporting the cars was discussed; it could cost thousands of dollars but the club may be able to get it donated. Utilizing different types of cars for facilities such as bathrooms and concession stand was discussed. Councilmember Poff said at the Utah League convention Union Pacific discussed restoring cars, so may they should be approached. Mark Larsen said we need to make sure it fits in with the master plan. GSBS will be asked to look at this.

Mr. Stowell said the club is soliciting donations for cars, track, etc., but asked if the city can put budget for funds for track for the next phases. Councilmember Woodbury suggested the club provide possible Eagle Sprjects; Mr. Stowell with submit a list.

*2010-2011 Budget Review with Department Heads:* Mark Larsen, Public Works Director, presented his department tentative budget. Building inspections expenses was cut by 18%, streets cut by 8%, class c roads cut by 1%. Mark showed photos of street overlays and repairs that are needed. Parks has been cut by 2% by delaying the hiring of summer part-timers workers. Mark said adding Canyon Meadows Park adds 30% more park to the city. He said the grass needs to be established, so no sports should be played

# **RESOLUTION 10-36**

## **APPOINTMENT OF CITY MANAGER**

**WHEREAS**, the City of South Weber employs a City Manager, who serves at the pleasure of the governing body; and

**WHEREAS**, the position of City Manager has become vacant upon the resignation of Matthew J. Dixon; and

**WHEREAS**, the Mayor and City Council have carefully reviewed the qualifications of numerous applicants for the position of City Manager; and

**WHEREAS**, careful consideration has been given by the Mayor to this appointment.

**BE IT THEREFORE RESOLVED** that Rodger S. Worthen is appointed as City Manager effective October 18, 2010.

**PASSED AND RESOLVED** by the City Council of South Weber this **12<sup>th</sup> day of October 2010**.

**APPROVED**

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**Jeffery G. Monroe, Mayor**

**Attest:**

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**Erika J. Ahlstrom, City Recorder**