

# SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER, Davis County, Utah will meet in a REGULAR public meeting **TUESDAY, 26 OCTOBER 2010** at the City Council Chambers, 1600 E South Weber Dr, South Weber, UT commencing at **6:00 p.m.**

## **PUBLIC WORK MEETING:**

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

## **COUNCIL MEETING:**

**6:00 p.m. PLEDGE OF ALLEGIANCE: MAYOR MONROE**

**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 12 OCTOBER 2010 COUNCIL MEETING MINUTES
- ◆ APPROVAL OF 19 OCTOBER 2010 COUNCIL WORK MEETING MINUTES

**6:05 p.m. YOUTH CITY COUNCIL 2010-2011**

- OATH OF OFFICE – Administered By Erika Ahlstrom, City Recorder
- YOUTH COUNCIL REPORT – Angela Poll, Youth City Council Mayor

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

**6:25 p.m. QUARTERLY REPORT: FIRE DEPT – Tom Graydon, Fire Chief**

**6:35 p.m. QUARTERLY REPORT: PUBLIC WORKS DEPT/CODE ENFORCEMENT – Mark Larsen, Public Works Director**

**6:45 p.m. RECREATION PROGRAMS REPORT – Curtis Brown, Recreation Coordinator**

**6:55 p.m. RESOLUTION 10-37: EASEMENT PURCHASE AGREEMENT BETWEEN 193 ASSOCIATES LLC AND SOUTH WEBER CITY FOR UTILITY LINES**

**7:00 p.m. RESOLUTION 10-38: JOINT EASEMENT FOR WEBER BASIN WATER AND SOUTH WEBER CITY WITH 193 ASSOCIATES FOR UTILITY LINES (AFFECTING PARCEL TAX ID #09-119-0011)**

**7:05 p.m. RESOLUTION 10-39: AGREEMENT WITH ADVANCED PROCESS CONTROL & OPTIMIZATION (APCO) FOR SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION FOR WATER SYSTEMS) SERVICES FOR CULINARY WATER RESERVOIR #4**

**7:10 p.m. RESOLUTION 10-40: ENCROACHMENT AGREEMENT BETWEEN PIONEER PIPE LINE COMPANY AND SOUTH WEBER CITY FOR IMPROVEMENTS ON CORNIA DRIVE**

**7:20 p.m. MAYOR  
CITY COUNCIL ASSIGNMENT UPDATES & OTHER INFORMATION  
CITY MANAGER  
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/pmn](http://www.utah.gov/pmn)  
EACH MEMBER OF GOVERNING BODY

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

DAVIS COUNTY CLIPPER  
STANDARD-EXAMINER  
SALT LAKE TRIBUNE  
DESERET NEWS

**DATE: October 21, 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;=}10/16/2010

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
10-70-261	GENERAL FUND - PARKS - Grounds Supplies & Maintenance								
	50	A&M OUTDOOR HOME CENTER	PARK EQUIPMENT	5851177		09/20/2010	15.48	09/10	0
	50	A&M OUTDOOR HOME CENTER	PARK EQUIPMENT	737		09/29/2010	22.69	09/10	0
							38.17	*	
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	55	A&W DIESEL SALES AND SERVICE	VEHICLE REPAIRS	32211		09/22/2010	453.94	09/10	0
10-43-280	GENERAL FUND - ADMINISTRATIVE - Telephone								
	60	AT&T	APPLY TO ACCT# 030 601 6407 001	092710		10/16/2010	39.38	09/10	0
10-57-280	GENERAL FUND - FIRE PROTECTION - Telephone								
	1375	AT&T MOBILITY	FIRE - ENGINE ONE AIRCARD	091610		09/16/2010	63.19	09/10	0
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	625	BARBER BROS FORD	DIAGNOSTIC ON f250	539585		09/14/2010	85.60	09/10	0
20-34-750	RECREATION FUND - RECREATION REVENUE - RECREATION FEES								
	13643	BENCH, JEFF OR HILARY	REFUND FOR SOCCER	101110		10/11/2010	35.00	10/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	13784	BODEN, JESSOP	KNIGHTS FOOTBALL REFEREE	100910		10/09/2010	120.00	10/10	0
10-43-620	GENERAL FUND - ADMINISTRATIVE - Miscellaneous Services								
	1	CASH	CITY MGR DINNER	101610		10/16/2010	54.93	09/10	0
10-57-240	GENERAL FUND - FIRE PROTECTION - Office Supplies & Expense								
	1	CASH	MODEM FOR FIRE STATION	101610		10/16/2010	87.00	09/10	0
20-71-240	RECREATION FUND - RECREATION EXPENDITURES - OFFICE SUPPLIES AND EXPENSE								
	1	CASH	INK FOR FAC	101610		10/16/2010	56.70	09/10	0
10-42-230	GENERAL FUND - JUDICIAL - Travel								
	13177	COWDIN, DEBBIE	HOTEL REIMBURSEMENT	090910		09/09/2010	140.00	08/10	0
	13177	COWDIN, DEBBIE	PER DIEM - COURT CONFERENCE	090910		09/09/2010	397.50	10/10	0
							537.50	*	
10-42-317	GENERAL FUND - JUDICIAL - Professional/Technical-Bailiff								
	1750	DAVIS COUNTY GOVERNMENT	BALIFF DUTIES	51089		10/01/2010	197.05	09/10	0

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
10-58-370	GENERAL FUND - BUILDING INSPECTION - Professional & Tech. Services								
	2155	DIVISION OF OCCUPATIONAL LI	QTRLY SURCHARGE - BLDG PERMITS	100610		10/06/2010	765.51	09/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	13783	ENGLEDOW, MARK	KNIGHTS FOOTBALL REFEREE	100910		10/09/2010	120.00	10/10	0
10-43-262	GENERAL FUND - ADMINISTRATIVE - General Government Buildings								
	2640	FOWERS HEATING AND AIR CO	AIR CONDITIONING REPAIRS FOR CITY OFFICE	092810		09/28/2010	375.00	09/10	0
	2640	FOWERS HEATING AND AIR CO	AIR CONDITIONING REPAIRS FOR CITY OFFICE	092410		09/24/2010	169.00	09/10	0
							544.00	*	
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	2643	FREEDOM MAILING SERVICES, II	UTILITY BILLING	17613		10/04/2010	208.60	09/10	0
52-40-250	SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	2643	FREEDOM MAILING SERVICES, II	UTILITY BILLING	17613		10/04/2010	208.60	09/10	0
53-40-250	SANITATION UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	2643	FREEDOM MAILING SERVICES, II	UTILITY BILLING	17613		10/04/2010	208.60	09/10	0
54-40-250	STORM SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	2643	FREEDOM MAILING SERVICES, II	UTILITY BILLING	17613		10/04/2010	208.60	09/10	0
10-32-210	GENERAL FUND - LICENSES AND PERMITS - BUILDING PERMITS								
	13242	GARNER, BRETT & DEBRA	withdrew mechanical permit	101210		10/12/2010	47.47	10/10	0
45-21350	CAPITAL PROJECTS FUND - PERFORMANCE BONDS ON DEPOSIT								
	13242	GARNER, BRETT & DEBRA	COMPLETION BOND - SWC#080908047	100610		10/06/2010	500.00	10/10	0
10-57-250	GENERAL FUND - FIRE PROTECTION - Equipment Supplies & Maint.								
	10180	GRAYDON, THOMAS	chECK DRUMS FOR GLUCOSE STRIPS	1628	1628	09/28/2010	54.99	09/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	13566	HANCOCK, JEFFREY C.	KNIGHT'S FOOTBALL REFEREE	100210		10/02/2010	120.00	10/10	0
10-57-370	GENERAL FUND - FIRE PROTECTION - Professional & Tech. Services								
	3154	HOME DEPOT CREDIT SERVICE!	TRAINING ROOM SUPPLIES	092810		09/28/2010	135.97	09/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	13781	HUNTER, KIM	KNIGHTS FOOTBALL REFEREE	100210		10/02/2010	80.00	10/10	0
10-43-241	GENERAL FUND - ADMINISTRATIVE - Materials & Supplies								

3241	IKON OFFICE SOLUTIONS	COPIER MAINTAINANCE AGREEMENT	5015173172	10/02/2010	80.06	09/10	0
10-43-280	GENERAL FUND - ADMINISTRATIVE - Telephone						
3320	INTEGRA TELECOM	CITY OFFICE PHONE LINES	100310	10/03/2010	487.00	09/10	0
51-16670	WATER UTILITY FUND - WATER - WIP						
3452	INTERMOUNTAIN TESTING SER\	WATER TANK SAMPLE	38046	09/25/2010	373.00	09/10	0
10-70-261	GENERAL FUND - PARKS - Grounds Supplies & Maintenance						
3765	JERRYS PLUMBING SPECIALTIE:	PLUMBING SUPPLIES	246818	10/05/2010	21.11	10/10	0
3765	JERRYS PLUMBING SPECIALTIE:	PLUMBING SUPPLIES	246596	09/27/2010	22.53	09/10	0
					43.64	*	
45-40-740	CAPITAL PROJECTS FUND - EXPENDITURES - GENERAL CAPITAL PROJECTS						
3810	JOHNSON ELECTRIC	WIRING FOR PUMP AT CMP	9949	09/23/2010	470.01	09/10	45010900
3810	JOHNSON ELECTRIC	EQUIPMENT INSTALLATION FOR CMP	9883	08/31/2010	8,280.00	09/10	45010900
					8,750.01	*	
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL						
13570	KILBURN, JAMES R.	WWFL GAME OFFICIAL - CERTIFIED	100910	10/09/2010	120.00	10/10	0
20-71-483	RECREATION FUND - RECREATION EXPENDITURES - Flag Football						
13093	KING, CARSON	FLAG FOOTBALL OFFICIAL	101210	10/12/2010	98.00	10/10	0
20-71-482	RECREATION FUND - RECREATION EXPENDITURES - Soccer						
13778	KUNZ, KRISTI	REFUND FOR SOCCER	092810	09/28/2010	35.00	09/10	0
10-57-250	GENERAL FUND - FIRE PROTECTION - Equipment Supplies & Maint.						
3960	L N CURTIS	ROSCO SMOKE FLUID	3404475-00	09/20/2010	163.20	09/10	0
10-57-360	GENERAL FUND - FIRE PROTECTION - Education & Training						
3960	L N CURTIS	ROSCO SMOKE FLUID	3104775-01	10/05/2010	163.20	09/10	0
10-54-320	GENERAL FUND - PUBLIC SAFETY - Emergency Preparedness						
4010	LARSEN, MARK	EMI - FLIGHT FOR 11-14-2010	100510	10/05/2010	400.10	10/10	0
4010	LARSEN, MARK	PER DIEM FOR EMI - 11-14-2010	100510	10/05/2010	69.00	10/10	0
4010	LARSEN, MARK	PER DIEM FOR EMI - 10-31-10	100510	10/05/2010	69.00	10/10	0
4010	LARSEN, MARK	EMI FLIGHT FOR 10-31-10	100510	10/05/2010	396.30	10/10	0
					934.40	*	
10-57-250	GENERAL FUND - FIRE PROTECTION - Equipment Supplies & Maint.						
6920	LAYTON TRIPLE STOP	GASOLINE - FIRE DEPARTMENT	093010	09/30/2010	141.70	09/10	0
20-34-750	RECREATION FUND - RECREATION REVENUE - RECREATION FEES						
13578	MILLER, BILL OR LILLIAN	REFUND FOR SOCCER	100410	10/04/2010	70.00	10/10	0

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51-40-483	WATER UTILITY FUND - EXPENDITURES - Emergency R & R Water 4675	MOUNTAIN STATES SUPPLY INC	IRON YOKE & CHECK VALVE	BD818819		09/22/2010	395.82	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
10-43-220	GENERAL FUND - ADMINISTRATIVE - Public Notices 5135	OGDEN PUBLISHING CORPORA	PUBLIC NOTICES	427882		09/13/2010	171.10	09/10	0
45-21350	CAPITAL PROJECTS FUND - PERFORMANCE BONDS ON DEPOSIT 40300	PERRY HOMES	COMPLETION BOND RELEASE - SWC091008045	101210		10/12/2010	500.00	10/10	0
51-40-490	WATER UTILITY FUND - EXPENDITURES - Water O & M Charge 5370	PIONEER RESEARCH CORPORA	EN SOLV	219800		09/01/2010	1,107.00	09/10	0
10-43-241	GENERAL FUND - ADMINISTRATIVE - Materials & Supplies 5439	PITNEY BOWES PURCHASE PO	POSTAL MACHINE POSTAGE -	082710		08/27/2010	1,000.00	09/10	0
10-41-360	GENERAL FUND - EXECUTIVE LEGISLATIVE - Education & Training 13780	POLL, SHERRY	REIMBURSEMENT FOR ULCT GIFT	100410		10/04/2010	39.98	10/10	0
10-57-280	GENERAL FUND - FIRE PROTECTION - Telephone 5645	QWEST	TELEPHONE BILLS - FIRE DEPT	091110		09/11/2010	1.18	08/10	0
51-16670	WATER UTILITY FUND - WATER - WIP 401010	RANDY MARRIOTT CONSTRUCT	WATER TANK - CHANGE ORDER #1	CO#1		09/14/2010	10,408.65	09/10	45070901
10-43-241	GENERAL FUND - ADMINISTRATIVE - Materials & Supplies 5780	RELIABLE BUSINESS SYSTEMS	TAX FORMS	9608		09/16/2010	190.07	09/10	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint. 5880	ROCKY MOUNTAIN TURF	EQUIPMENT REPAIR	S28466		09/10/2010	294.64	09/10	0
20-71-482	RECREATION FUND - RECREATION EXPENDITURES - Soccer 6090	SAV ON	RECREATION SUPPLIES	41403		09/24/2010	26.79	09/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL 6090	SAV ON	FOOTBALL SUPPLIES	40993		09/08/2010	72.35	09/10	0
20-71-483	RECREATION FUND - RECREATION EXPENDITURES - Flag Football 13521	STEVENS, BLAKE	FLAG FOOTBALL OFFICIAL	101210		10/12/2010	14.00	10/10	0

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20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	13758	TAYLOR, CHRIS	KNIGHTS FOOTBALL REFEREE	100210		10/02/2010	120.00	10/10	0
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	6498	THE STORE	FUEL	1011		10/09/2010	715.65	10/10	0
	6498	THE STORE	OTHER CHARGES -	1011		10/09/2010	131.55	10/10	0
							847.20	*	
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4344		09/27/2010	452.13	09/10	0
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4293		09/28/2010	38.72	09/10	0
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4315		09/30/2010	5.22	10/10	0
							496.07	*	
52-40-250	SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4315		09/30/2010	5.22	10/10	0
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4344		09/27/2010	452.13	09/10	0
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4293		09/28/2010	38.72	09/10	0
							496.07	*	
53-40-250	SANITATION UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4344		09/27/2010	452.13	09/10	0
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4315		09/30/2010	5.22	10/10	0
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4293		09/28/2010	38.72	09/10	0
							496.07	*	
54-40-250	STORM SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4315		09/30/2010	5.22	10/10	0
	7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4293		09/28/2010	38.70	09/10	0
							43.92	*	
10-43-210	GENERAL FUND - ADMINISTRATIVE - Books/Subscriptions/Membership								
	7290	UTAH LEAGUE OF CITIES	2010-2011 MEMBERSHIP DUES	2011		10/08/2010	2,304.45	09/10	0
53-40-492	SANITATION UTILITY FUND - EXPENDITURES - Sanitation Fee Charges								
	7650	WASATCH INTEGRATED WASTE	DUMP/BURN FEES	093010		10/16/2010	12,337.50	09/10	0
45-21350	CAPITAL PROJECTS FUND - PERFORMANCE BONDS ON DEPOSIT								
	13779	WATERS, CHRIS	COMPLETION BOND - SWC#100528020	100410		10/04/2010	500.00	10/10	0
Grand Total:							<u>47,856.59</u>		

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

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

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

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Report Criteria:

Invoice.Payment Due Date = {<=}10/16/2010

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## Report Criteria:

Invoice.Payment Due Date = {&lt;=} 10/23/2010

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	55	A&W DIESEL SALES AND SERVICE	VEHICLE REPAIRS	32232		09/27/2010	344.82	09/10	0
10-42-313	GENERAL FUND - JUDICIAL - Professional/Tech. - Attorney								
	236	ALLRED, CHRISTOPHER F	ATTORNEY FEES	100410		10/04/2010	500.00	09/10	0
10-43-262	GENERAL FUND - ADMINISTRATIVE - General Government Buildings								
	760	BELL JANITORIAL SUPPLY	PAPER TOWELS/2-PLY TISSUE	410031571		09/22/2010	64.05	09/10	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								
	760	BELL JANITORIAL SUPPLY	Soap dispenser	410032625		10/05/2010	60.06	10/10	0
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	870	BLUE STAKES OF UTAH	BLUE STAKES TRANSMISSIONS	JT201000717		09/30/2010	127.50	09/10	0
10-43-230	GENERAL FUND - ADMINISTRATIVE - Travel								
	13785	CHRISTENSEN, JAYSEN	TRVEL FOR CITY MGR INTERVIEW	092810		09/28/2010	526.00	10/10	0
10-43-241	GENERAL FUND - ADMINISTRATIVE - Materials & Supplies								
	1378	CINTAS CORPORATION #180	MATS/TOWELS	180827626		09/15/2010	24.00	09/10	0
	1378	CINTAS CORPORATION #180	MATS/TOWELS	180830391		09/22/2010	24.00	09/10	0
	1378	CINTAS CORPORATION #180	MATS/TOWELS	180824836		09/08/2010	24.00	09/10	0
	1378	CINTAS CORPORATION #180	MATS/TOWELS	180822076		09/01/2010	24.00	09/10	0
	1378	CINTAS CORPORATION #180	MATS/TOWELS	180833166		09/29/2010	24.00	09/10	0
							120.00	*	
52-40-140	SEWER UTILITY FUND - EXPENDITURES - Uniforms								
	1378	CINTAS CORPORATION #180	UNIFORMS	180827626		09/15/2010	25.92	09/10	0
	1378	CINTAS CORPORATION #180	UNIFORMS	180824836		09/08/2010	24.24	09/10	0
	1378	CINTAS CORPORATION #180	UNIFORMS	180833166		09/29/2010	27.52	09/10	0
	1378	CINTAS CORPORATION #180	UNIFORMS	180830391		09/22/2010	24.24	09/10	0
	1378	CINTAS CORPORATION #180	UNIFORMS	180822076		09/01/2010	25.88	09/10	0
							127.80	*	
20-71-240	RECREATION FUND - RECREATION EXPENDITURES - OFFICE SUPPLIES AND EXPENSE								
	1379	CINTAS FIRST AID & SAFETY	FIRST AIDE STATIONS - FAC	0199258021		09/30/2010	44.56	09/10	0
10-54-310	GENERAL FUND - PUBLIC SAFETY - Sheriff's Department								
	1750	DAVIS COUNTY GOVERNMENT	LAW ENFORCEMENT -	51156		10/05/2010	9,580.42	09/10	0



GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
10-54-311	GENERAL FUND - PUBLIC SAFETY - Animal Control								
	1750	DAVIS COUNTY GOVERNMENT	ANIMAL CONTROL	51156		10/05/2010	763.93	09/10	0
10-54-320	GENERAL FUND - PUBLIC SAFETY - Emergency Preparedness								
	13587	FOOD SERVICES CONTRACTOR	EMI TRAINING - FOOD FOR MARK LARSEN 11-14-10	103110		10/16/2010	97.70	10/10	0
	13587	FOOD SERVICES CONTRACTOR	EMI TRAINING - FOOD FOR MARK LARSEN 10-31-10	103110		10/16/2010	97.70	10/10	0
							195.40	*	
10-60-251	GENERAL FUND - STREETS - Vehicle Supplies & Maintenance								
	2950	GRIFFEN FAST LUBE	VEHICLE MAINTENANCE	495527		09/30/2010	61.11	09/10	0
	2950	GRIFFEN FAST LUBE	VEHICLE MAINTENANCE	495187		09/21/2010	37.38	09/10	0
							98.49	*	
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.								
	4835	HD SUPPLY WATERWORKS	PHILMAC UTC - STOCK	1999292		09/24/2010	102.69	09/10	0
	3280	INDUSTRIAL TOOL BOX	TOOL SET AND CAUTION TAPE	33960		10/19/2010	145.89	10/10	0
							145.89	*	
51-40-490	WATER UTILITY FUND - EXPENDITURES - Water O & M Charge								
	3680	IWORQ SYSTEMS	CODE ENFORCEMENT - IWORQ	3489		09/27/2010	600.00	09/10	0
10-54-320	GENERAL FUND - PUBLIC SAFETY - Emergency Preparedness								
	4010	LARSEN, MARK	EMI - FLIGHT FOR 11-14-2010	100510		10/05/2010	400.10	10/10	0
	4010	LARSEN, MARK	PER DIEM FOR EMI - 11-14-2010	100510		10/05/2010	69.00	10/10	0
							469.10	*	
20-36-897	RECREATION FUND - 20-36 - KNIGHT'S FOOTBALL REGISTRATION								
	13786	LEMONS, KELLY	FOOTBALL REFUND	102310		10/23/2010	100.00	10/10	0
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
	6140	LES SCHWAB TIRE CENTER	TIRES	143468		10/04/2010	635.96	10/10	0
45-21350	CAPITAL PROJECTS FUND - PERFORMANCE BONDS ON DEPOSIT								
	13787	MARVEL, LINDA	COMPLETION BOND #SWC100629027	101910		10/19/2010	200.00	10/10	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 -	000001952		10/01/2010	48.69	10/10	0
10-60-250	GENERAL FUND - STREETS - Equipment Supplies & Maint.								
	50003	O'REILLY AUTO PARTS	STARTER FLUID	3596-118924		09/07/2010	5.58	09/10	0
10-70-250	GENERAL FUND - PARKS - Equipment Supplies & Maint.								

50003	O'REILLY AUTO PARTS	MISC	3596121318	09/22/2010	2.29	09/10	0
10-43-280	GENERAL FUND - ADMINISTRATIVE - Telephone						
5645	QWEST	TELEPHONE BILLS	101010	10/10/2010	471.26	10/10	0
10-57-280	GENERAL FUND - FIRE PROTECTION - Telephone						
5645	QWEST	TELEPHONE BILLS - FIRE DEPT	091110	09/11/2010	1.18	08/10	0
53-40-492	SANITATION UTILITY FUND - EXPENDITURES - Sanitation Fee Charges						
5845	ROBINSON WASTE SERVICES IN	GARBAGE HAULING -	117276	09/30/2010	8,489.58	09/10	0
10-60-271	GENERAL FUND - STREETS - Utilities - Street Lights						
5870	ROCKY MOUNTAIN POWER	POWER BILL	100410	10/04/2010	4,589.53	09/10	0
10-42-240	GENERAL FUND - JUDICIAL - Office Supplies & Expense						
13665	STAPLES ADVANTAGE	OFFICE SUPPLIES -	104708195	1864 09/28/2010	203.76	09/10	0
10-43-240	GENERAL FUND - ADMINISTRATIVE - Office Supplies & Expense						
13665	STAPLES ADVANTAGE	ink	104760361	09/30/2010	36.73	09/10	0
51-16670	WATER UTILITY FUND - WATER - WIP						
401009	STAPP CONSTRUCTION INC	WATER TANK - ESTIMATE #2	101410	10/14/2010	148,200.00	10/10	45070900
10-43-370	GENERAL FUND - ADMINISTRATIVE - Professional & Tech. Services						
6800	TECSERV, INC.	MONTHLY COMPUTER SERVICE	10371	10/01/2010	500.00	10/10	0
51-40-250	WATER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.						
7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4344	09/27/2010	452.13	09/10	0
52-40-250	SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.						
7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4344	09/27/2010	452.13	09/10	0
53-40-250	SANITATION UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.						
7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4344	09/27/2010	452.13	09/10	0
54-40-250	STORM SEWER UTILITY FUND - EXPENDITURES - Equipment Supplies & Maint.						
7085	UPPERCASE PRINTING, INK	UTILITY FORMS & ENVELOPES	4344	09/27/2010	452.13	09/10	0
10-22500	GENERAL FUND - HEALTH INSURANCE PAYABLE						
7320	UTAH LOCAL GOVERNMENTS TI	WORKERS COMP	101110	10/11/2010	1,029.74	10/10	0
10-43-135	GENERAL FUND - ADMINISTRATIVE - Employee Benefit - Health Ins.						
7320	UTAH LOCAL GOVERNMENTS TI	ACCIDENTAL DENTAL PREMIUM	101110	10/11/2010	4.16	10/10	0

GL Acct No	Vendor	Vendor Name	Description	Invoice No	PO No	Inv Date	Amount	Period	GL Activity No
51-40-490	WATER UTILITY FUND - EXPENDITURES - Water O & M Charge								
	401011	VERIZON WIRELESS	ACCT#571944126-00001	0912875223		10/08/2010	70.07	10/10	0
20-71-487	RECREATION FUND - RECREATION EXPENDITURES - KNIGHT'S FOOTBALL								
	13765	WELCH, HAROLD	KNIGHT FOOTBALL REFEREE	91110		10/20/2010	20.00	10/10	0
Grand Total:							<u>179,851.48</u>		

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

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

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

Report Criteria:

Invoice.Payment Due Date = {<=} 10/23/2010

**Davis County Sheriff's Report**  
**3<sup>rd</sup> Quarter 2010**

<b>Incidents</b>	
3 <sup>rd</sup> Qtr 2010	169
3 <sup>rd</sup> Qtr 2009	127
<b>Traffic Citations</b>	
3 <sup>rd</sup> Qtr 2010	237
3 <sup>rd</sup> Qtr 2009	303

# **SOUTH WEBER CITY COUNCIL**

## **Staff Backup Report**

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Date of City Council Meeting: **26 October 2010**

Title: **Easement Purchase Agreement with 193 Associates, LLC and South Weber City for Utility Lines**

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### **RECOMMENDATION**

Resolution 10-37

Authorize City Manager to execute the Easement Purchase Agreement between South Weber City and 193 Associates.

### **BACKGROUND**

As part of the new culinary water reservoir project the City will need to construct a new pump house north of State Road 193 in Layton. 193 Associates, LLC, owns land north of the proposed pump house site. In order to deliver water from the pump house location the City must acquire a utility easement for installation of a new transmission pipeline to the new reservoir. The \$55,000 purchase price is part of the project costs and consists of the permanent easement (\$50,000) and a temporary construction easement (\$5,000). The City attorney has reviewed the attached agreement form and submitted for consideration.

### **CONCLUSION**

The utility easement is a necessary component for the successful filling operations of the new culinary water reservoir.

## **RESOLUTION 10-37**

### **EASEMENT PURCHASE AGREEMENT BETWEEN 193 ASSOCIATES LLC AND SOUTH WEBER CITY FOR UTILITY LINES**

**WHEREAS**, South Weber City is constructing a culinary water supply tank which requires a pump station to be connected to a Weber Basin Conservancy District transmission line; and

**WHEREAS**, the City desires to obtain an easement over and across property owned by 193 Associates LLC for the purpose of installing and maintaining utility lines; and

**WHEREAS**, the City Council and the City Engineer have determined the acquisition of said utility easement improves the City's culinary water system; and

**WHEREAS**, 193 Associates LLC agrees to convey an easement to the City per the terms of an Easement Purchase Agreement for the purchase price of \$55,000.

**WHEREAS**, the City Council has reviewed said Agreement (attached hereto) and agrees to the conditions therein.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of South Weber to enter into an Agreement and purchase a utility easement from 193 Associates, LLC.

**PASSED AND ADOPTED** by the City Council of South Weber this **26<sup>th</sup> day of October, 2010.**

**APPROVED**

---

**Jeffery G. Monroe, Mayor**

**Attest:**

---

**Erika J. Ahlstrom, City Recorder**

# **SOUTH WEBER CITY COUNCIL**

## **Staff Backup Report**

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Date of City Council Meeting: **26 October 2010**

Title: **Joint Easement for Weber Basin Water Conservancy District/South Weber City with 193 Associates, LLC.**

---

### **RECOMMENDATION**

Resolution 10-38

Authorize City Mayor to enter Joint Easement Agreement for Weber Basin Water and South Weber City with 193 Associates, LLC.

### **BACKGROUND**

South Weber City and Weber Basin Water Conservancy District desire to consolidate an existing Weber Basin secondary water pipe line and a proposed City culinary water line into one proposed utility easement. Currently the existing WBWCD secondary water line (in various areas) is outside of the proposed utility easement. This new joint agreement not only consolidates the two pipelines into one easement it provides the future maintenance and operation of the City's culinary water transmission line within the 193 Associates, LLC property. The City attorney has reviewed and submitted the proposed document.

### **CONCLUSION**

The Joint Easement Agreement is necessary for the future operations and maintenance of the City's pump house transmission pipeline to reservoir #4.

## **RESOLUTION 10-38**

### **JOINT EASEMENT FOR WEBER BASIN WATER AND SOUTH WEBER CITY WITH 193 ASSOCIATES LLC FOR UTILITY LINES (Affecting Parcel #09-119-0011)**

**WHEREAS**, South Weber City is constructing a culinary water supply tank which requires a pump station to be connected to a Weber Basin Water Conservancy District transmission line; and

**WHEREAS**, 193 Associates LLC agrees to convey an easement for said utilities to the City per the terms of an Easement Purchase Agreement; and

**WHEREAS**, the existing Weber Basin Water Conservancy District secondary water line is outside of the proposed utility easement; and

**WHEREAS**, South Weber City and Weber Basin Water Conservancy District desire to consolidate an existing Weber Basin secondary water pipe line and a proposed city culinary water line into one proposed utility easement, and thereby agree to co-exist and utilize this easement jointly;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of South Weber to accept a joint easement to be shared with Weber Basin Water Conservancy District and utilize said easement in accordance with a Joint Easement as conveyed by 193 Associates LLC.

**PASSED AND ADOPTED** by the City Council of South Weber this **26<sup>th</sup>** day of **October, 2010**.

**APPROVED**

---

**Jeffery G. Monroe, Mayor**

**Attest:**

---

**Erika J. Ahlstrom, City Recorder**



**Joint Easement for Weber Basin Water and South Weber City  
Affecting Tax ID: 09-119-0011**

193 ASSOCIATES LLC, GRANTOR, hereby conveys and warrants against all claiming by, through or under it to WEBER BASIN WATER CONSERVANCY DISTRICT and SOUTH WEBER CITY, GRANTEES, subject to county and/or city taxes, bonds and/or special assessments, and all rights of way, easements, leases and reservations now of record, any prescriptive easements and any matter that might be disclosed by a survey which complies with the “Minimum Standards for Property Boundary Surveys for ALTA/ACM Land Title Surveys, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described joint, perpetual, easement (“Joint Easement”) in Davis County, Utah to be used to construct, repair, replace, operate and maintain a secondary water pipeline for WEBER BASIN WATER and a culinary water supply pipeline for SOUTH WEBER CITY. Said grant shall also be subject to the reservations set forth in the last paragraph of this first page beginning with the words “Grantor, its successors and assigns shall have the right to fully enjoy and use the premises . . .”

This easement (“Permanent Easement”) is a part of the Southeast quarter of Section 3, Township 4 North, Range 1 West, of the Salt Lake Base and Meridian, U.S. Survey and is described as follows (see “Exhibit – 193 Parcel A”):

Beginning at a point on the grantors west property line being located South 89°13'57” East (South 89°13'30” East by record) 983.42 feet along said South line and North 00°09'01” East 10.00 feet from the Southwest corner of said Southeast quarter; running thence along said grantors property line North 00°09'01” East 20.00 feet; thence South 89°13'57” East 307.31 feet; thence North 00°11'33” East 1292.65 feet; thence South 89°30'22” East 20.00 feet; thence South 00°11'33” West 1312.75 feet; thence North 89°13'57” West 327.30 feet to the point of beginning. Containing 32,399 sq.ft. / 0.7438 acres.

Together with an adjacent temporary construction easement (“Temporary Easement”), said Temporary Easement to last only for a period of 365 days from the date of Grantor’s signature below, at which time it shall be deemed automatically extinguished, also a part of the Southeast quarter of Section 3, Township 4 North, Range 1 West, of the Salt Lake Base and Meridian, U.S. Survey and is described as follows (see “Exhibit – 193 Parcel B”):

Beginning at a point on the grantors West property line being located South 89°13'57" East (South 89°13'30" East by record) 983.42 feet along the South line of said Southeast quarter and North 00°09'01" East 30.00 feet from the Southwest corner of said Southeast quarter; running thence along said grantors West property line North 00°09'01" East 20.00 feet; thence South 89°13'57" East 287.33 feet; thence North 00°11'33" East 1272.55 feet to the grantors North property line; thence along said North property line South 89°30'22" East 20.00 feet; thence South 00°11'33" West 1292.65 feet; thence North 89°13'57" West 307.31 feet to the point of beginning. Containing 31,600 sq.ft. / 0.7254 acres.

GRANTOR, its successors and assigns, shall have the right to fully enjoy and use the premises burdened by said Joint Easement, including for ingress to and egress from the balance of property owned by Grantor, its successors and assigns which is adjacent to the Joint Easement, but Grantor, its successors and assigns, shall not erect any permanent buildings or structures or other structures or improvements which impose an unreasonable burden upon Grantees' rights herein or Grantees' access to the easements granted herein, upon lands comprising the Permanent Easement, without the Grantees' consent in writing. For clarity, a fence may be constructed on the Permanent Easement by Grantor or its successors and assigns, following the expiration of the Temporary Easement, recognizing that in connection with the maintenance and repair of the pipeline, portions of the fence, or any other structures and/or improvements made with Grantee's written consent, may from time to time need to be taken down, with the cost of thereof, including any reconstruction, to be borne by Grantor. In the event the Grantee no longer has a need for the Joint Easement, said easement shall be vacated by the Grantee and shall be returned to the Grantor.

Both WEBER BASIN WATER and SOUTH WEBER CITY agree to co-exist and utilize this easement jointly. Both parties agree to work with each other and will not install a new utility or impact the joint easement in any way without first receiving permission from the other party in writing, not unreasonably withheld. If any work needs to be performed in the easement by either party, the party performing the work will notify the other party of its intent in order to ensure that party's utility will be unaffected by the work proposed.

Both WEBER BASIN WATER and SOUTH WEBER CITY agree to indemnify, defend and hold harmless each other from any and all claims, demands, lawsuits, fees, fines, and damages flowing from, arising from and in any way connected with the other party's use of the easement. Each party agrees to restore all easement property and improvements therein upon any performance of maintenance, repair or installation of any structures or utilities within or upon the easement property.

Both WEBER BASIN WATER and SOUTH WEBER CITY jointly and severally agree to indemnify, defend and hold harmless Grantor, its successors and assigns from any and all claims, demands, lawsuits, fees, fines or damages flowing from, arising from or in any way connected with their use and/or maintenance of the Joint Easement.

Witness the hands of said Grantor, this \_\_\_\_ Day of \_\_\_\_\_, 2010

GRANTOR  
193 ASSOCIATES, LLC

---

NAME TITLE

Witness the hands of said Grantee, this \_\_\_\_ Day of \_\_\_\_\_, 2010

GRANTEE  
WEBER BASIN WATER CONSERVANCY DISTRICT

---

TAGE I. FLINT, GENERAL MANAGER/ CEO

Witness the hands of said Grantee, this \_\_\_\_ Day of \_\_\_\_\_, 2010

GRANTEE  
SOUTH WEBER CITY

---

JEFFERY G. MONROE, MAYOR

ACKNOWLEDGEMENT

STATE OF UTAH            )  
  ss.  
COUNTY OF DAVIS        )

On this \_\_\_\_ Day of \_\_\_\_\_, 2010 personally appeared before me an authorized representative of 193 ASSOCIATES, LLC, who duly acknowledged to me that he executed the same on behalf of said 193 ASSOCIATES, LLC.

---

Notary Public in and for the State of Utah

My Commission Expires:\_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF UTAH            )  
  ss.  
COUNTY OF DAVIS        )

On this \_\_\_\_\_ Day of \_\_\_\_\_, 2010 personally appeared before me an authorized representative of WEBER BASIN WATER CONSERVANCY DISTRICT, who duly acknowledged to me that he executed the same on behalf of said WEBER BASIN WATER CONSERVANCY DISTRICT.

\_\_\_\_\_  
Notary Public in and for the State of Utah

My Commission Expires:\_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF UTAH            )  
  ss.  
COUNTY OF DAVIS        )

On this \_\_\_\_\_ Day of \_\_\_\_\_, 2010 personally appeared before me an authorized representative of SOUTH WEBER CITY, who duly acknowledged to me that he executed the same on behalf of said SOUTH WEBER CITY.

\_\_\_\_\_  
Notary Public in and for the State of Utah

My Commission Expires:\_\_\_\_\_

Service Mortgage Corp.  
09-119-0017

193 Associates, Inc.  
09-119-0011

193 Associates, Inc.  
09-119-0013

Weber Basin WCD  
09-119-0006

Weber Basin WCD  
09-119-0012

LDS CHURCH  
09-119-0017

EDWARD GREEN  
09-119-0017

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	10.00'	N0°09'01"E
L2	20.00'	N0°09'01"E
L3	307.31'	S89°13'57"E
L4	1292.65'	N0°11'33"E
L5	20.00'	S89°30'22"E
L6	1312.75'	S0°11'33"W
L7	327.30'	N89°13'57"W

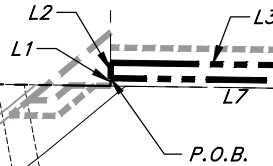
SCALE:  
1" = 250'



SW CORNER OF THE SE QUARTER  
SECTION 3, T4N, R1W, SLB&M

(S 89°13'30" E BY RECORD)  
S 89°13'57" E

983.42'



P.O.B.

**LEGEND**

	SUBJECT PARCEL DESCRIPTION
	PROPOSED PERMANENT EASEMENT
	PROPOSED CONSTRUCTION EASEMENT

CHURCH STREET

SR-193

**193 Parcel A  
09-119-0011**

**Supply Line - Permanent Easement Description**

A part of the Southeast quarter of Section 3, Township 4 North, Range 1 West, of the Salt Lake Base and Meridian.

Beginning at a point on the grantors west property line being located South 89°13'57" East (South 89°13'30" East by record) 983.42 feet along said South line and North 00°09'01" East 10.00 feet from the Southwest corner of said Southeast quarter; running thence along said grantors property line North 00°09'01" East 20.00 feet; thence South 89°13'57" East 307.31 feet; thence North 00°11'33" East 1292.65 feet; thence South 89°30'22" East 20.00 feet; thence South 00°11'33" West 1312.75 feet; thence North 89°13'57" West 327.30 feet to the point of beginning.

Containing 32,399 sq.ft. / 0.7438 acres.



CONSULTING ENGINEERS

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

**SOUTH WEBER CITY CORPORATION**  
**RESERVOIR #4, WATERLINE AND PUMP STATION PROJECT**

**EXHIBIT - 193 PARCEL A**

SHEET:

1

OF 1 SHEETS

0

Service Mortgage Corp.  
09-119-0017

193 Associates, Inc.  
09-119-0011

193 Associates, Inc.  
09-119-0013

Weber Basin WCD  
09-119-0006

Weber Basin WCD  
09-119-0012

LDS CHURCH  
09-119-0017

EDWARD GREEN  
09-119-0017

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	30.00'	N0°09'01"E
L2	20.00'	N0°09'01"E
L3	287.33'	S89°13'57"E
L4	1272.55'	N0°11'33"E
L5	20.00'	S89°30'22"E
L6	1292.65'	S0°11'33"W
L7	307.31'	N89°13'57"W

SCALE:  
1" = 250'



SW CORNER OF THE SE QUARTER  
SECTION 3, T4N, R1W, SLB&M  
(S 89°13'30" E BY RECORD)  
S 89°13'57" E  
983.42'

P.O.B.

LEGEND	
	SUBJECT PARCEL DESCRIPTION
	PROPOSED PERMANENT EASEMENT
	PROPOSED CONSTRUCTION EASEMENT

CHURCH STREET

SR-193

**193 Parcel B**  
**09-119-0011**  
**Supply Line - Temporary Construction Easement Description**

A part of the Southeast quarter of Section 3, Township 4 North, Range 1 West, of the Salt Lake Base and Meridian.

Beginning at a point on the grantors West property line being located South 89°13'57" East (South 89°13'30" East by record) 983.42 feet along the South line of said Southeast quarter and North 00°09'01" East 30.00 feet from the Southwest corner of said Southeast quarter; running thence along said grantors West property line North 00°09'01" East 20.00 feet; thence South 89°13'57" East 287.33 feet; thence North 00°11'33" East 1272.55 feet to the grantors North property line; thence along said North property line South 89°30'22" East 20.00 feet; thence South 00°11'33" West 1292.65 feet; thence North 89°13'57" West 307.31 feet to the point of beginning.

Containing 31,600 sq.ft. / 0.7254 acres.



CONSULTING ENGINEERS

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

**SOUTH WEBER CITY CORPORATION**  
**RESERVOIR #4, WATERLINE AND PUMP STATION PROJECT**

**EXHIBIT - 193 PARCEL B**

SHEET:

1

OF 1 SHEETS

0

**SOUTH WEBER CITY COUNCIL**  
Staff Backup Report

---

Date of City Council Meeting: **26 Oct 2010**

Title: **RES 10-39 Agreement with APCO for SCADA Services for Reservoir #4**

---

**RECOMMENDATION**

Approve Resolution 10-39 and enter into Agreement with APCO for SCADA for new reservoir.

**BACKGROUND**

APCO is a single source which provides the SCADA system that electronically monitors our culinary wells, pumps and sewer lift station. The system automatically turns on the pumps when the reservoirs become low and also notify staff via an alarm when problems are detected.

Reservoir #4 needs to be integrated into the system. A fluoride measurement and monitoring system also needs to be added to the new pump station. The engineer's original estimate for this component was \$28,000. However, due to project scope changes (i.e. fluoride equipment, Weber Basin involvement, etc.), the actual cost is \$64,900, the majority of which is equipment. This is proprietary equipment so it was not able to be competitively bid out.

**CONCLUSION**

The new reservoir needs to be integrated into the city's SCADA system, to include mandated fluoridation. The cost is significantly higher than expected because the fluoridation issue was overlooked when the estimates for the project were originally outlined.

# **RESOLUTION 10-39**

## **AGREEMENT WITH APCO FOR SCADA SERVICES FOR WATER RESERVOIR #4**

**WHEREAS**, South Weber City is constructing a new culinary water supply tank, known as Reservoir #4; and

**WHEREAS**, the City utilizes a SCADA (Supervisory Control and Data Acquisition) system that electronically monitors its culinary wells, pumps and sewer lift station; and

**WHEREAS**, the new water supply tank and supplementary pump station need to be integrated into the City's existing SCADA system, to include a fluoride measurement and monitoring system;

**WHEREAS**, APCO (Advanced Process Control and Optimization) currently provides proprietary SCADA equipment and services to the City, and has submitted a proposed Service Agreement and installation bid for the new facilities;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of South Weber to enter into a Service Agreement (attached hereto) for SCADA system services for reservoir #4 and the pump station.

**PASSED AND ADOPTED** by the City Council of South Weber this **26<sup>th</sup>** day of **October, 2010**.

**APPROVED**

---

**Jeffery G. Monroe, Mayor**

**Attest:**

---

**Erika J. Ahlstrom, City Recorder**



## SERVICE AGREEMENT

This Service Agreement entered into this 11<sup>th</sup> day of October, 2010, by and between ADAVANCED PROCESS CONTROL & OPTIMIZATION, INC., a Utah corporation (hereinafter "APCO") and SOUTH WEBER CITY, a Utah municipal corporation (hereinafter "City"). Both parties may be referred to herein as "Party" or collectively as "Parties" as the case may be.

### RECITALS

- A. APCO is a company which has extensive experience and expertise with supervisory control and data acquisition for water systems (hereinafter "SCADA").
- B. City is in the process of installing an additional culinary water reservoir or tank (hereinafter "Tank 4") which will increase the City's water storage capacity and allow it to better serve the needs of its citizens. Tank 4 will sit above the South Weber City to its south. There will be a pump station ("Pump Station") tied to a Weber Basin Water Conservancy District ("Weber Basin") transmission line and a corresponding pump line will be constructed to fill the Tank 4.
- C. The City has request that APCO submit a proposal to provide the SCADA system and services for both the Pump Station and Tank 4, provide the fluoride measurement systems, other project instruments, as well as provide all services necessary to integrate the two new sites into both the South Weber human-machine interface ("HMI") and the Weber Basin HMI as presented in Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and good and valuable consideration exchanged therefore, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are incorporated into this Service Agreement and made a part hereof by this reference.

2. **Scope of Service.** APCO shall provide the SCADA system and services for both the Pump Station and Tank 4, as well as to provide the fluoride measurement systems and other project instruments. APCO shall provide all services necessary to integrate the two new sites into both the South Weber human-machine interface (“HMI”) and the Weber Basin HMI. As such, APCO shall provide the SCADA integration and instrumentation for the new reservoir (Tank 4) and booster station as provided in Exhibit A.
3. **Warranty.** APCO shall guarantee the success of the project and work and material it provides and performs as per this Service Agreement. Accordingly, APCO warrants the project and all work and material it provides and/or performs under this Service Agreement for a period of one (1) year from the date of APCO’s final, full and complete performance of its obligations under this Service Agreement. The storage and provision of water to the City’s citizens is of high importance. All warranty items shall be fixed, repaired and/or replaced within three (3) days of notice of the item or problem from City to APCO, unless agreed otherwise in writing.
4. **Completion.** APCO shall substantially complete all of its obligations under this Service Agreement no later than May 1, 2011. Failure to substantially complete the work under this Service Agreement by May 1, 2011 shall entitle City to liquidated damages of \$200.00 per day, or actual damages, if reasonably determinable, as elected by City.
5. **Contract Price.** City shall pay APCO the total fixed sum of \$64,900.00 for APCO’s performance of its obligations under this Service Agreement, including, but not limited to, the provision of all work and material provided per this Service Agreement and/or which is necessary for APCO to perform its obligation under this Service Agreement. Request for payment may be submitted once every thirty (30) days until the work is substantially

completed, and the City shall have thirty (30) days to make payment thereafter. Once the work is substantially complete, the City will issue the final payment. The date of this final payment will commence the one (1) year warranty period. The Contract Price shall not be modified absent the express written permission of all Parties to this Service Agreement, which permission may or may not be granted at each party's sole election and discretion.

6. **Default.** Should either Party to this Service Agreement not perform its obligation hereunder, or otherwise breach said Service Agreement, the non-breaching Party shall be entitled to recover all of its attorneys fees and costs associated with and/or arising from its enforcement of this Service Agreement, and/or which were incurred as a result of the defaulting or breaching Party.
7. **Amendment.** Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the parties, and attached hereto.
8. **Effective Date.** The Agreement shall become effective upon execution.
9. **Successors.** This Agreement shall be binding upon, and inure to the benefit of, the legal representatives, successors and assigns of the parties hereto.
10. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
11. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah and jurisdiction and venue regarding any dispute associated with this Service Agreement shall be vested in Davis County, Utah.

12. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.
13. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
14. **Captions.** The Captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
15. **Integration.** This Agreement contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducement, or understandings between the parties and not contained herein shall be of any force or effect.
16. **Warranty of Authority.** The persons affixing their signatures hereto and on behalf of the respective Parties, hereby warrant that they have the authority to sign on behalf of said Party or entity, thereby binding said Party or entity to the terms, obligations and rights of this Service Agreement.

**SOUTH WEBER CITY**

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

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

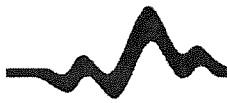
Its: \_\_\_\_\_

**APCO**

Dated: 10/11/10

By: Dale Smith

Its: President



August 10, 2010

South Weber City  
Mark Larsen

APCO Inc. is pleased to present this proposal and project scope for the supervisory control and data acquisition (SCADA) for the Tank 4 project. This estimate has been prepared based on visits to South Weber City and conversations with their representatives.

### **Executive Summary**

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South Weber City has approved the installation of a new water reservoir, Tank 4, which will increase their storage capacity and allow them to better service the needs of their citizens. The new tank will sit above the city to the south and have a corresponding booster station tied to one of the Weber Basin Water Conservancy District (WBWCD) main lines.

APCO will provide the SCADA system for both the booster station and Tank 4. In addition we will supply the fluoride measurement system and many other project instruments. Finally, APCO will integrate the two new sites into both the South Weber human-machine interface (HMI) and the WBWCD HMI.

#### **Tank 4 and Booster Station**

Equipment -	\$41,900
Labor -	\$23,000
Total -	\$64,900

### **Project Scope**

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The project to provide the SCADA integration and instrumentation for the new reservoir and booster station consist of the following:

- Provide the following instruments:
  - Two (2) pressure transmitters
  - One (1) 10" magnetic flow meter
  - One (1) submersible level transmitter
  - One (1) Hach Fluoride Analyzer
  - One (1) 1" inline flow meter
  - One (1) industrial thermostat
  - One (1) industrial low-temperature switch



- Three (3) analog signal splitters
- Five (5) security switches
- Design and fabricate three SCADA cabinets: two for the booster station, one for the reservoir
- Procure and program three SCADA PLCs
  - WAGO PLC – South Weber, Booster Station
  - Allen Bradley PLC – WBWCD, Booster Station
  - WAGO PLC – South Weber, Tank 4
- Program the new booster site in both South Weber's and WBWCD's HMIs
- Program two touch screen interfaces: one for the booster station, one for Tank 4
- Configure the fluoride analyzer
- Program the fluoride control loops
- Procure and configure the telemetry hardware for the SCADA extension, this includes:
  - MDS entraNET and 9710 radios
  - Antennas
  - Polyphasors
  - Coax cable
- Purchase and configure remote-access software for the city's HMI
- Troubleshoot and program the city's Win911
- Program flow totalizer screens for the city's existing SCADA system
- Documentation and training of South Weber employees on the new sites

APCO **will not** be responsible for the following:

- Mounting of any APCO-supplied instruments
- Field wiring of any APCO-supplied instruments
- Termination of instrument wiring in the SCADA cabinets
- Mounting of new SCADA cabinets
- Mounting of telemetry hardware (antennas, coax, etc.)
- Procurement or installation of SCADA outer enclosure at the tank site
- Procurement of the fluoride saturator and metering pump



## **Conclusion**

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APCO has extensive experience with SCADA for water systems; we bring control expertise to each project that is unmatched in our marketplace. In addition, we treat each of our customers as though we will be working together for years to come. As a result, you will get our best product every time we work on your system. Because of this approach to business we have developed a very loyal client base. We encourage you to contact our previous clients.

We guarantee the success of this project and warranty our work for one year. We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Matt Jensen  
APCO Inc. Control Engineer  
Cell (801) 550-0778

Dale Smith  
APCO Inc. Senior Control Engineer/President  
(801) 550-6101 [dale.smith@apco-inc.com](mailto:dale.smith@apco-inc.com)

**SOUTH WEBER CITY COUNCIL**  
Staff Backup Report

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Date of City Council Meeting: **26 Oct 2010**

Title: **RES 10-40 Encroachment Agreement with Pioneer Pipe Line**

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**RECOMMENDATION**

Enter into Agreement with Pioneer Pipe Line to allow improvements to be installed along Cornia Drive.

**BACKGROUND**

In July 2009, Sure Steel entered into a development agreement with the City to construct a warehouse/office facility at 7620 S Cornia Drive. Per city requirements, the plans include curb, gutter and sidewalk improvements. It was discovered the planned improvements encroach upon a Pioneer Pipeline (Conoco) petroleum line easement. In February 2010, Pioneer Pipeline proposed entering into an encroachment agreement which would allow the improvements yet require the city to accept financial responsibility for any repairs to said improvements in the event the Pipeline company needs to work on their line.

On August 3, 2010 the City Council determined it would not enter into the encroachment agreement and directed staff to allow Sure Steel to install the improvements. The Council requested Councilmember Thomas draft a letter (dated Aug 18) to send to Pioneer Pipeline explaining the city's position. A response letter from the pipeline company was received on August 27.

The City Council discussed this issue on Oct 19 and determined it will reconsider entering into the agreement.

**CONCLUSION**

Conoco (Pioneer Pipeline) has an easement where improvements to a commercial development are required and desired by the city. The easement agreement entered into in 1992 clearly prohibits improvements within the easement. Pioneer Pipeline is willing to enter into an encroachment agreement to allow the improvements. The agreement specifies that Pioneer Pipeline shall have no obligation to repair, restore or replace any improvements damaged by their use of the right of way easement.



# **RESOLUTION 10-40**

## **ENCROACHMENT AGREEMENT BETWEEN PIONEER PIPE LINE COMPANY AND SOUTH WEBER CITY FOR CORNIA DRIVE IMPROVEMENTS**

**WHEREAS**, South Weber City entered into a development agreement with Sure Steel to construct a warehouse/office facility at 7620 S Cornia Drive; and

**WHEREAS**, included with the Sure Steel development is the requirement by South Weber City the installation of curb, gutter and sidewalk improvements within the City's existing Right-of-way; and

**WHEREAS**, Pioneer Pipeline owns a right-of-way easement along Cornia Drive which prohibits the construction of any obstruction, engineering works, or structure within 15 feet of the their pipeline; and

**WHEREAS**, Pioneer Pipeline is willing to enter into an Encroachment Agreement to permit the construction of utility lines, curb, gutter and sidewalk within the right-of-way; and

**WHEREAS**, said Agreement specifies that the City shall accept financial responsibility for any repairs to said improvements in the event the pipeline company needs to work on their line;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of South Weber to enter into an Encroachment Agreement, attached hereto, with Pioneer Pipeline in order to provide for the construction of improvements along Cornia Drive.

**PASSED AND ADOPTED** by the City Council of South Weber this **26<sup>th</sup>** day of **October, 2010**.

**APPROVED**

---

**Jeffery G. Monroe, Mayor**

**Attest:**

---

**Erika J. Ahlstrom, City Recorder**



2. Permittee has been advised, and is fully aware, that Permitter now has, and shall continue to have, the right to utilize the land within the Right of Way and Permitter is hereby granted the right to use additional workspace outside of said Right-of-Way for pipeline purposes; that in so doing, Permitter may, at any time and from time to time, and without liability to Permittee, enter upon said land, place and transport machinery and equipment thereon, excavate trenches or ditches thereon, and perform other pipeline operations and related activities thereon, any of which may damage or destroy the Encroachment. Permittee agrees that Permitter shall have no obligation to repair, restore or replace the Encroachment or to compensate Permittee for any damage to or destruction of the Encroachment arising out of any such Permitter activity. Permittee also agrees that Permitter shall not be responsible or liable for, and Permittee hereby releases Permitter from, any lost business or consequential damages resulting from Permitter's above described activities, howsoever caused.

3. Permittee shall give Permitter at least ten (10) days written notice before commencing any construction, maintenance or replacement of the Encroachment on the Right-of-Way, or movement of equipment across the Right-of-Way, in order that Permitter shall have an opportunity to have an inspector or representative present during the time such activities are carried out and so that Permitter's pipeline(s) can be staked to minimize the possibility of damage. Notice is to be given to the following individual at the listed address and phone number:

ConocoPhillips Company  
Real Property Administration  
PO Box 7500,  
Bartlesville, OK 74005-7500  
Fax: 918-661-7332

With a copy to: ConocoPhillips Company  
Attn: Brandon Treese  
3960 E. 56<sup>th</sup> Avenue  
Commerce City, CO 80022  
Phone: 303-376-4371

4. Any future encroachments on, or disturbances of, Permitter's Right-of-Way are forbidden unless permitted by a separate fully executed Encroachment Agreement. Permittee will not excavate, nor permit others to excavate, on Permitter's Right-of-Way for subgrade preparations or for any other purposes, except as allowed by this Agreement. Permittee, at its sole cost and expense, shall at all times maintain the Encroachment in a condition which will not interfere with or endanger Permitter's pipeline(s) or the operation of such pipeline(s) located within Permitter's Right-of-Way.

5. Nothing in this Agreement shall be construed as a grant of any of Permitter's rights in the Right-of-Way instrument specified above and this Agreement shall in no way limit or impair said rights.

6. If it becomes necessary in Permitter's sole judgment, to lower or relocate Permitter's pipeline(s) as a result of any encroachment by Permittee within the Right-of-Way, other than the Encroachment, such lowering or relocating of the pipeline(s) shall be undertaken by Permitter at the sole cost and expense of Permittee, including (without limitation) the cost of acquiring any additional right-of-way. Any relocation of the pipeline(s), as well as the relocation route, shall be at the sole discretion of Permitter.

7. Permitter shall have the right to adequately mark its pipeline(s) with permanent line markers and ground placards to promote public safety and the future safe operation of said pipeline(s), and to meet applicable governmental regulations.

8. Permittee represents and warrants that it is in compliance with and shall continue to comply with all of the terms and conditions set forth in the "Pioneer Pipe Line Company Encroachment Guidelines" attached hereto as Exhibit "B".

9. PERMITTEE SHALL PROTECT RELEASE, INDEMNIFY, DEFEND AND HOLD PERMITTOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, FINES, PENALTIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH), AND LIABILITIES, OF EVERY KIND , (COLLECTIVELY REFERRED TO HEREAFTER AS "CLAIMS"), INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL DAMAGES, POLLUTION OR CONTAMINATION), AND INJURY TO OR DEATH OF ANY PERSONS, IN ANY WAY ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE EXERCISE OF ANY OF THE RIGHTS IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, PRESENCE, MAINTENANCE, USE, REPAIR OR REMOVAL OF THE PERMITTED ENCROACHMENT, OR ANY BREACH OF THIS AGREEMENT BY PERMITTEE OR BY ANYONE ACTING ON BEHALF OF PERMITTEE, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION ANY CLAIMS CAUSED BY OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE INDEMNIFIED PARTIES' SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) AND STRICT LIABILITY, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARE CAUSED BY THE INDEMNIFIED PARTIES' WILLFUL MISCONDUCT.

10. This Agreement shall be a covenant running with the property rights under which Permittee is conducting its activities on Permittor's Right-of-Way.

11. Permittee may not assign its rights hereunder without prior written notice to Permittor of such assignment; nevertheless, the provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**PERMITTOR**

PIONEER PIPE LINE COMPANY

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PERMITTEE**

SOUTH WEBER CITY, UTAH

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Acknowledgements on following page)



## EXHIBIT "B"

### **PIONEER PIPE LINE COMPANY ENCROACHMENT GUIDELINES**

- 1.1. Company (Permitter) operates and maintains its pipelines in compliance with current U.S. Department of Transportation (DOT) regulations and industry and Company standards for safe operations. Should Encroaching Party (Permittee) propose plans to alter the area through which Permitter's pipeline(s) pass, causing such pipeline(s) not to meet these requirements, modifications to the pipelines or plans shall be made. **The cost of all such modifications shall be borne by the Permittee.**
- 1.2. Permittee requesting Permitter to restrict the Right-of-Way (ROW) width will have a metes and bounds survey of the line completed across his land by a registered land surveyor at the Permittee's expense. The Permittee will provide proof of ownership of the property (i.e., warranty deed).
- 1.3. No buildings, engineering works, patios, in-ground swimming pools, septic systems, or other permanent structures shall be permitted within 25 feet of any pipeline located within Permitter's ROW. No temporary structures, storage containers, construction equipment or vehicle parking will be permitted within 25 feet of any pipeline located within Permitter's ROW. without Permitter's prior written approval. No manned structures, temporary or permanent will be approved. Retaining walls are not permitted. This includes all water retention devices. Large debris such as old cars, trailers, scrap metal, etc., will not be permitted on the ROW. The ROW shall be kept clear for maintenance.
- 1.4. All private dwellings, industrial buildings, or places of public assembly shall comply with a building setback of 50 feet from the pipeline(s), and this setback requirement will be included as a deed restriction on any parcel carved out of the above referenced lands that abut the ROW. For a single line easement, this would be a strip of land 100 feet wide, centered on the pipeline. A greenbelt area will be established around the pipelines within a new proposed development whenever possible, with no lot lines or fences across the ROW or centered on the pipeline(s).
- 1.5. No fences will be allowed on the ROW without Permitter's prior written approval. Fences shall be easily removable and not obstruct the view of the ROW for inspection purposes. No masonry, brick, or stone fences will be allowed. Fences that are perpendicular to the pipeline(s) shall include a gate or other form of access across the width of the ROW. Fence posts shall not be placed within 4 feet of the pipeline(s). Fences that are parallel to the pipeline(s) shall be located at least 10 feet from the nearest pipeline(s), or 25 feet if located on both sides of the line.
- 1.6. No utility poles shall be allowed to cross the ROW if they interfere with future maintenance. Utility poles, guy wires, or anchors shall not be placed within 8 feet of the pipeline(s). Utility poles running parallel to the pipeline(s) shall be located at least 25 feet from the nearest pipeline(s). All overhead cables shall maintain a minimum height of 20 feet above grade.
- 1.7. Trees or deep-rooted plants are not permitted on the ROW. Existing Trees and vegetation may be removed or side trimmed by Permitter if in their sole discretion, such trees and vegetation threaten the integrity or interfere with their ability to maintain and monitor the pipelines.

- 1.8.** For new roads running parallel to Permittor's pipeline(s), there shall be at least 25 feet from the edge of the road to the nearest pipeline. All roads passing over Permittor's pipeline(s) shall cross at an angle as close to 90 degrees as possible. Depth of cover shall be at least 48 inches in the barrow ditches and 48 inches under road surfaces from top of pipe to top of surface. Final grade and depth of pipeline shall be surveyed in sensitive areas and results provided to Permittor and Permittee involved with the construction/modification. In addition, it may be necessary to lower and recondition, replace, relocate, or protect the pipeline(s) at the point of crossing to insure that they are not subjected to excessive stress from movement of traffic. Any such modification to the pipeline(s) shall be made at Permittee's expense.
- 1.9.** Construction of parking lots over the pipeline(s) shall not be permitted without Permittor's prior written approval in an Encroachment Agreement releasing Permittor from any and all future damages to the parking lot due to pipeline maintenance and repair. Depth of cover shall be at least 48 inches from top of pipe to top of finished surface. Concrete parking lots shall have jointed sections at no more than 20-foot intervals for ease of repair.
- 1.10.** Any utilities that parallel Permittor's pipeline(s) shall maintain a minimum separation distance of 25 feet from the utility's outside wall to the outside wall of Permittor's pipeline(s). All utilities which cross Permittor pipeline(s) shall pass underneath existing pipeline(s) by a minimum of 18 inches and the crossing shall be as close to 90 degrees as possible and adequately marked on both sides of such pipeline(s). The markers shall be maintained by Permittee in the future. Any future relocation of the utility line due to Permittor's pipeline maintenance shall be done at the Permittee's expense. Any exceptions to these requirements shall not be allowed without Permittor's prior written approval.
- 1.11.** Telephone cables, TV cables, secondary electrical lines (240vac or less), and non-steel gas lines shall be in a minimum Schedule 40 steel or PVC casing. Primary (high voltage) underground electrical lines shall be in a minimum Schedule 40 PVC casing and have a minimum clearance of 24 inches underneath Permittor's pipeline(s). Trenched or open cut crossings shall also be covered with a red concrete slab a minimum of 4 inches thick and 24 inches wide for a distance of 10 feet on both sides of the pipeline(s). Any bored or directionally drilled high voltage line shall have a metallic tape tracer installed inside the casing.
- 1.12.** If any of Permittee's lines that cross or run parallel to Permittor's pipeline(s) are installed and constructed of a material requiring cathodic protection, an interference survey shall be made by Permittor and Permittor shall determine what necessary steps shall be taken to prevent the damage of either line. The survey shall be done at Permittor's expense. Any measures required to address interference issues as a result of the installation of the Permittee's lines shall be done at Permittee's expense.
- 1.13.** Grade or elevation changes may not be made without Permittor's prior written approval. Changes in grade for the purpose of water retention shall not be approved.
- 1.14.** Permittee shall maintain a minimum of 48 inches of soil cover over Permittor's pipeline(s) across the entire width of the Encroachment where it crosses the ROW. If sufficient cover does not currently exist, then the line shall be lowered or additional cover provided for placement over the ROW at Permittee's sole cost and expense. Cover over the lines may not exceed 6 feet without Permittor's prior written approval. The method of achieving the required depth of cover shall be at Permittor's sole discretion.
- 1.15.** The Permittee shall provide the Permittor with plans for all work that may affect the ROW for approval prior to construction, including an accurate plat and a profile along the pipeline centerline showing existing and proposed finished grades. Upon receipt of these drawings,

Permitter shall prepare a cost estimate of any necessary modifications to its pipeline(s). Permitter requires that 100% of the cash equivalent of Permitter cost estimate be given to the Permitter prior to beginning modifications. Permittee shall be charged actual costs for design/construction as incurred by the Permitter and an overhead charge to cover procurement, accounting, and legal services. Any part of the cost estimate not spent shall be returned to the Permittee or the Permittee shall be invoiced for amounts exceeding the cost estimates. Any pipeline modifications shall be done by Permitter or one of the Permitter's contractors.

- 1.16. The Permitter retains the right to adequately mark the Permitter's pipelines with permanent line markers to insure public safety and the future safe operation of the lines. DOT Regulations state that any person who willfully and knowingly defaces, damages, removes, or destroys any pipeline sign or right-of-way marker shall be subject to a fine, imprisonment, or both. **The Permittee is required by State law to contact the local One-Call Center at least 48 hours prior to any excavation taking place near the pipeline(s).** The Permitter reserves the right to have an inspector or representative on the job to oversee all construction within the ROW.
- 1.17. The Permittee shall allow no material or equipment to be used in the construction of the Encroachment that would hinder or impair Permitter's ability to safely maintain and operate Permitter's pipeline(s). Temporary construction roads or crossings over Permitter's pipelines must be approved in advance in writing by Permitter. Permittee shall provide additional cover and/or stabilization to specifications determined by Permitter prior to commencement of traffic across pipelines.
- 1.18. Permittee shall not allow the Encroachment to create an erosion problem along the ROW, and should such an erosion problem arise then Permittee, at Permittee's sole cost and expense, shall immediately correct the problem.
- 1.19. These types of projects/modifications may include over excavating to achieve the final grade. **If the project includes over excavating to achieve the final grade, pipeline protective measures shall be discussed and agreed to in advance by the Permitter and the Permittee.**



When Received Please Return To:  
CONOCO INC.  
Real Property Administration  
P. O. Box 1267  
Ponca City, OK 74603

Res 91-019

52-25  
NW-36 > 57-16  
**RIGHT OF WAY AGREEMENT**

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FIFTY AND NO/100 Dollars (\$ \*\*250.00\*\*), in hand paid, the receipt of which is hereby acknowledged SOUTH WEBER CITY, UTAH, hereinafter referred to as Grantor (whether one or more), does hereby grant unto PIONEER PIPE LINE COMPANY, a Delaware corporation having offices in Houston, Texas, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, change size of, replace, remove and relay or abandon in place a pipeline or pipelines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations and, if necessary, to construct, maintain, operate, remove, upgrade and replace communication and control facilities upon, over, through and under the following described land situated in DAVIS County, State of UTAH, to wit:

13-009-0034  
13-008-0011-4  
008+0010

Pipeline is to transverse the North Half of Section 36 and the South Half of Section 25, Township 5 North, Range 1 West, as per attached plat. Easement shall extend 25 feet toward center of Cornia Road Right of Way from pipeline and 20 feet from pipeline away from center of Cornia Road Right of Way. Total easement width is 45 feet.

together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid, hereby releasing and waiving for the purpose of this grant all rights under and by virtue of the dower, homestead and homestead exemption laws, if any, of said state.

Grantor shall have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said Grantee; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein granted. Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee. Grantor agrees not to build, create or construct any obstruction, engineering works, or other structure within fifteen (15) feet of said pipeline or lines nor permit same to be done by others. Grantor agrees to notify Grantee when working within fifty (50) feet of pipeline.

Any pipeline or lines constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such line may be placed above any stream, ravine, ditch, or other watercourse.

Should more than one line be laid under this grant at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line as laid after the first line.

It is agreed that any payment hereunder may be made direct to said Grantors or any one of them.

This Right of Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one or more pipelines or an undivided interest therein and/or communication lines, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said SOUTH WEBER CITY, UTAH has caused this instrument to be executed this 28th day of November, 1991 by its MAYOR OF SOUTH WEBER CITY, UTAH.

ATTEST  
*[Signature]*  
Secretary  
[Municipal/Corporate Seal]



SOUTH WEBER CITY, UTAH  
By *[Signature]*  
Mayor, South Weber City, Utah

RECEIVED  
FEB 7 1992

E# 958007 BK 1469 PG 567  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1992 FEB 7 3:50 PM FEE 8.00 DEP COP  
REC'D FOR CONOCO

9422

STATE OF UTAH )  
 ) SS:  
COUNTY OF DAVIS )

Page 567-1A

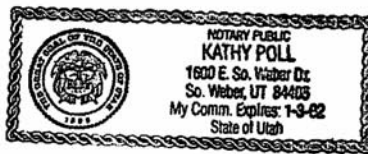
On the 26th day of November, 19 91, personally appeared before me REX BOUCHARD, by me duly sworn did say that he is the MAYOR, and he further acknowledged to me that said instrument was signed by him in behalf of said SOUTH WEBER CITY, UTAH by authority of a resolution of said SOUTH WEBER CITY, UTAH duly passed on 26 NOV 91.

*Kathy Poll*

Notary Public in and for  
City of SOUTH WEBER  
County of DAVIS  
State of UTAH

My Commission Expires:

January 3, 1992



STATE OF UTAH )  
 ) SS:  
COUNTY OF DAVIS )

On this 26th day of November, 19 91, before me Kathy Poll, personally appeared Ginger L Miller, known to me to be the City Recorder of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

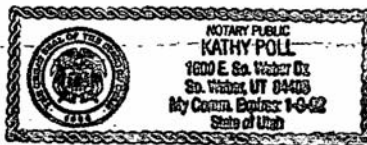
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Kathy Poll*

Notary Public

My Commission Expires:

January 3, 1992



Tract \_\_\_\_\_  
Rods 85.76  
Check 27751  
Charge afe #81-0638, 4110-2-638-2-420-\$250





**OFFICE HOURS**

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

CITY RECORDER	Erika J. Ahlstrom
TREASURER	Jami L. Jones
JUSTICE COURT JUDGE	Reuben J. Renstrom
FIRE CHIEF	Thomas A. Graydon
PUBLIC WORKS/BUILDING OFFICIAL	Mark B. Larsen
RECREATION COORDINATORS	Curtis Brown/Larry Birt



**MAYOR**  
Jeffery G. Monroe

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

1600 E. South Weber Dr \* South Weber, UT 84405  
(801) 479-3177 FAX (801) 479-0066  
[www.southwebercity.com](http://www.southwebercity.com)

August 18, 2010

Pioneer Pipeline Company  
245 West 1100 North  
North Salt Lake, UT 84054

Re: Right-of-Way Agreement, dated November 26, 1991 between South Weber City  
(Grantor) and Pioneer Pipeline Company (Grantee)

Dear Sirs:

As you know, Sure Steel, Inc. is constructing a manufacturing facility on Cornia Drive in South Weber City, Utah. As a part of such construction, the South Weber City Code requires the installation of curb, gutter, and sidewalk. Parts of this required infrastructure improvement would be placed upon the easement that you hold under that certain Right-of-Way Agreement, dated November 26, 1991. With this letter, South Weber City hereby gives NOTICE of its intent to commence work within the easement; namely, the installation of curb, gutter and sidewalk.

The City is in receipt of your proposal to allow this installation upon the condition that if Pioneer Pipeline Company needs to replace or maintain its pipeline, the City will be responsible to restore the curb, gutter and sidewalk to its previous condition. The South Weber City Council has considered your proposal. In that the Pioneer Pipeline Company's pipeline crosses the City's right-of-way in multiple locations within the Incorporated Municipality, which locations are not subject to this easement, and the City, in the spirit of cooperation, has chosen not to assess a franchise fee for its use, the South Weber City Council does not feel it would be fair to the citizens of South Weber City to agree to your proposal to pay the costs of any restoration.

It is the City's hope that there will be no reason for Pioneer Pipeline Company to disturb the curb, gutter and sidewalk in the future. However, if such an event occurs, we will have to cross that bridge at that time. The City is certain that an amicable resolution will present itself.

Sincerely,

Jeffery G. Monroe, Mayor  
South Weber City

cc: South Weber City Council  
Sure Steel, Inc.



August 27, 2010

South Weber City  
Attn: Mr. Jeffery G. Monroe, Mayor  
1600 E. South Weber Drive  
South Weber, UT 84405

Dear Mr. Monroe:

I am in receipt of your August 18, 2010 letter giving notice of intent to commence work within the easement granted to Pioneer Pipe Line Company (PPL) in 1991. Please be advised that this work is NOT approved by PPL and if work commences inside the boundaries of the easement, you will leave PPL no alternative but to enforce its existing rights by any and all means necessary.

The Right-of-Way Agreement dated and effective the 26<sup>th</sup> day of November, 1991, explicitly states that South Weber City agrees not to build, create or construct any obstruction, engineering works, or other structure within fifteen (15) feet of PPL's pipeline nor permit the same to be done by others. Your commencement of construction of a curb, gutter and sidewalk within fifteen (15) feet of PPL's pipeline would constitute an intentional and willful violation and breach of the Right-of-Way Agreement by South Weber City.

In reference to your comment that South Weber City Council has not chosen to assess a franchise fee for PPL pipelines that cross the city's right-of-way at multiple locations, please note that PPL has all the necessary rights, whether explicit or implied, to cross any and all of the city rights-of-way either via a 1952 Order before the Honorable Town Board of the Town of South Weber or through various private right-of-way agreements. Furthermore, PPL is not interested in renegotiating any of those agreements or releasing any rights granted to PPL within those agreements.

PPL is an interstate transmission pipeline which operates and complies with Federal DOT regulation. It is a virtual certainty that PPL will have to access the pipeline at some point in the future to maintain, inspect, alter, repair, operate, protect, change size of, replace, remove and/or relay the pipe, and PPL can not agree to a short sighted approach of crossing that bridge when it occurs. For this reason PPL has been diligently working with both Great Basin Engineering and Jones & Associates Engineers for a year now to attempt to amicably resolve this matter through written agreements that all parties can agree to, but that still maintains PPL's existing rights.

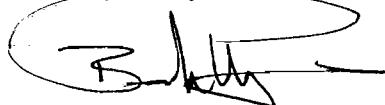
This proposed project negatively impacts PPL in many ways. PPL and the aforementioned engineers have come to a resolution of this matter, agreeable to PPL, whereby PPL allows those encroachments that cross the pipeline at a 90-degree angle, but PPL cannot approve the longitudinal encroachment that would be over the pipeline for hundreds, if not thousands, of feet when all is said and done. Additionally, PPL is asking that any approved improvement that is placed within the easement, be the responsibility of the same entity that installs the improvement, i.e. the City. All of this is contained in the proposed Encroachment Agreement and Encroachment Guidelines presented in an email by PPL to Jones & Associates in February of this year. For the City to completely reject the proposed agreement and attempt to unilaterally proceed with constructing encroachments within PPL's easement in breach of PPL's rights under the existing Right-of-Way Agreement is completely unreasonable and a knowing violation of the Agreement.

File: PRW \_\_\_\_\_

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I would be happy to meet with you (in person or via phone) to go over this further if the City would like to discuss terms of an Encroachment Agreement to be executed and recorded prior to any work starting within PPL's easement. Otherwise, please accept this letter as PPL's rejection of any and all work proposed within PPL's easement until a written Encroachment Agreement is fully executed between the City and PPL.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Brandon W. Treese', is enclosed within a hand-drawn oval. The signature is stylized and somewhat cursive.

*BRANDON W. TREESE*

PTRRC Agent

Encl. Encroachment Agreement

cc: (1) R. Sinclair, ConocoPhillips General Counsel, Houston, TX (via email only)  
(2) D. Miller, Division Pipeline Manager, Billings, MT (via email only)  
(2) Arnulfo Alcala, Area Supervisor, North Salt Lake, UT (via email only)