

CITY COUNCIL AGENDA

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<https://www.youtube.com/c/southwebercityut>

PUBLIC NOTICE is hereby given that the City Council of **SOUTH WEBER CITY, Utah, will meet in a regular public meeting commencing at 6:00 p.m. on Tuesday, January 27, 2026, in the Council Chambers at 1600 E. South Weber Dr.**

OPEN (Agenda items may be moved to meet the needs of the Council.)

1. Pledge of Allegiance: Councilwoman Petty
2. Prayer: Councilman Davis
3. Public Comment: Please respectfully follow these guidelines.
 - a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
 - b. State your name & city and direct comments to the entire Council (They will not respond).

PRESENTATIONS

4. DCSO Quarterly Report

ACTION ITEMS

5. Resolution 26-02: Amending Consolidated Fee Schedule (CFS) Chapters 10 Zoning/Ordinances and 11 Excavation Fees
6. Resolution 26-03: Public Defender Appointment
- 7. Budget Amendment Public Hearing**
8. Resolution 26-04: Fiscal Year 2026 Budget Amendment #2

DISCUSSION ITEMS

11. Legislative Review
12. General Plan Update Timeline
13. Riverdale Senior Center Partnership Opportunity

REPORTS

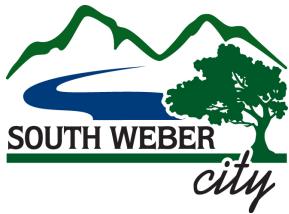
14. New Business
15. Council & Staff
16. Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

The undersigned City Recorder for the municipality of South Weber City hereby certifies that a copy of the foregoing notice was mailed/mailed/posted to: City Office building; Mayor, Council, and others on the agenda; City Website southwebercity.com/; and Utah Public Notice website www.utah.gov/pmn/index.html.

DATE: 01-20-2026

CITY RECORDER: Lisa Smith



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

January 27, 2026

PREPARED BY

Lisa Smith
Recorder

ITEM TYPE

Presentation

ATTACHMENTS

NA

PRIOR DISCUSSION DATES

NA

AGENDA ITEM

Davis County Sheriff's Office Quarterly Report

RECOMMENDATION

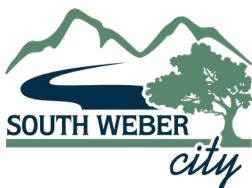
NA

BACKGROUND

DCSO last reported on September 18, 2025. City Council has requested quarterly reports to review staffing and violation statistics and share significant events which have occurred.

ANALYSIS

NA



CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE

January 27, 2026

PREPARED BY

Brett Baltazar
Finance Director

ITEM TYPE

Legislative

ATTACHMENTS

RES 26-02

CFS FY 2026- Amended

PRIOR DISCUSSION DATES

AGENDA ITEM

Resolution 26-02: Amending Consolidated Fee Schedule (CFS) Chapters 10 Zoning/Ordinances and 11 Excavation Fees

PURPOSE

Amend 2026 Consolidated Fee Schedule- *Ch 10: Zoning/Ordinances & Ch 11: Excavation Fees*

RECOMMENDATION

Staff recommends approval of the amended fee schedule changes as outlined in Ch 10 and Ch 11.

BACKGROUND

The Consolidated Fee Schedule is reviewed periodically throughout the year.

It was noted by Jones & Assoc. that the City's fees in *Ch 10.2 Fee for Amending Zoning Maps* (\$500) is calculated in the amount that Jones & Assoc. in their general development charges; therefore, this can be removed from the City's fee schedule.

Also noted in *Ch 11.1 Base Permit Fee* (\$200) and *Ch 11.2 Additional Inspection Fee* (\$100) are insufficient based on the coordination, review, and research required above on-site inspections. Current rates were based on time solely on-site completing inspections.

ANALYSIS

The analysis completed by Jones & Assoc. and staff recommend the following:

1. Removal of the \$500 fee related to amending zoning maps upon approval of a rezone because this is already covered in the development fees charged by Jones & Assoc.
2. Update the Base Permit Fee from \$200 to \$500 because this better aligns with true costs (average cost \$100 @ 5 hours = \$500)
3. Update the Additional Inspection Fee from \$100 to \$250 each because this

CHAPTER 10: ZONING / ORDINANCES

| | |
|--------------------------------------------------------|-------|
| 1. Application for Change in Zoning and/or Ordinances | \$600 |
| 2. Fee for Amending Zoning Map upon approval of Rezone | \$500 |

better aligns with true costs. (average cost \$100 @ 2.5 hours = \$250)

CHAPTER 11: EXCAVATION FEES (SWC Code 7-3-6)

| | |
|-----------------------------------------|------------------|
| 1. Base Permit Fee (Two Inspections) | \$200 \$500 |
| 2. Additional Inspection Fee | \$100 \$250 each |

RESOLUTION 26-02

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AMENDING CONSOLIDATED FEE SCHEDULE CHAPTER 10 AND CHAPTER 11

WHEREAS, a recent change to excavation processes brought a review of the fees involved and it was clear the application fee was not including the cost of the engineering inspections; and

WHEREAS, while reviewing those fees the engineer also discovered that the charge to amend the zoning map was included in the application fee; and

WHEREAS, the city aims to charge appropriate fees to cover the costs involved in providing those services to the applicant;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Amendment: The Consolidated Fee Schedule shall be amended as follows:

Chapter 10: Zoning/Ordinances

| | |
|----------------------------------------------------|-------|
| Application for Change in Zoning and/or Ordinances | \$600 |
|----------------------------------------------------|-------|

Chapter 11: Excavation Fees (SWC Code 7-3-6)

| | |
|-----------------------------------|-------|
| Base Permit Fee (Two Inspections) | \$500 |
| Additional Inspection Fee | \$250 |

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

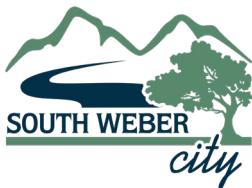
PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 27th day of January 2026.

Roll call vote is as follows:

| | | |
|--------------------------|-----|---------|
| Council Member Halverson | FOR | AGAINST |
| Council Member Petty | FOR | AGAINST |
| Council Member Dills | FOR | AGAINST |
| Council Member Davis | FOR | AGAINST |
| Council Member Winsor | FOR | AGAINST |

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder



CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE

January 27, 2026

PREPARED BY

Lisa Smith

Court Supervisor

ITEM TYPE

Administrative

ATTACHMENTS

RES 26-03

PRIOR DISCUSSION DATES

None

AGENDA ITEM

Resolution 26-03: Public Defender Appointment

PURPOSE

Each court must have a public defense attorney available for indigent patrons.

RECOMMENDATION

Appoint Murphy & Murphy Law, LLC

BACKGROUND

Anders Christensen served as the public defender since 2019 and has recently moved to another law office. Staff checked with other courts for recommendations and after reaching out to several attorneys, Mr. Dan Murphy responded that his firm would like to join our team. Mr. Blakesley drafted a contract outlining all the details for the working relationship and it has been reviewed by city staff and Mr. Murphy.

ANALYSIS

There should be little change for the city as the fee negotiated will remain the same.

RESOLUTION 26-03

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPOINTING A PUBLIC DEFENDER FOR THE COURT

WHEREAS, Anders Christensen has served as South Weber's public defender for six years but has recently changed firms and is no longer available; and

WHEREAS, Murphy & Murphy Law serves as public defenders for multiple courts and is willing and able to add South Weber to their schedule; and

WHEREAS, Murphy & Murphy Law, LLC is well respected and employs capable attorneys licensed to practice in the state of Utah and operates in Davis County;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Appointment: Murphy & Murphy Law, LLC is hereby appointed to serve South Weber Justice Court as the public defender as outlined in the contract attached as **Exhibit 1**.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 27th day of January 2026.

| Roll call vote is as follows: | | |
|-------------------------------|-----|---------|
| Council Member Halverson | FOR | AGAINST |
| Council Member Petty | FOR | AGAINST |
| Council Member Dills | FOR | AGAINST |
| Council Member Davis | FOR | AGAINST |
| Council Member Winsor | FOR | AGAINST |

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder

PUBLIC DEFENDER AGREEMENT

This **PUBLIC DEFENDER AGREEMENT** (“Agreement”) is executed between **SOUTH WEBER CITY**, a body corporate of the State of Utah (“City”), and **MURPHY & MURPHY LAW, LLC** (“Defender”), on January 27, 2026.

RECITALS

WHEREAS, the City seeks to hire a public defender to represent indigent defendants; and

WHEREAS, Defender is a firm with qualified, trained, and competent attorneys, licensed to practice law in the State of Utah and willing to enter this Agreement with the City to perform the necessary legal services for indigent defendants.

AGREEMENT

NOW THEREFORE, for valuable consideration, including the mutual covenants, agreements, and representations herein, the receipt of which is acknowledged by the parties, the City and Defender agree as follows:

SECTION 1: CONSIDERATION

1.1. Services. Defender shall perform for the City services as legal counsel for indigent defendants per Section 2 (“Services”).

1.2. Compensation. In exchange for the Services, the City shall pay Defender as follows:

- a. **Basic Case.** \$175.00 per case assigned during the term of this Agreement until disposition, at which point representation shall be withdrawn.
- b. **Trials.** \$350.00 total per case which results in a trial.

1.3. City Expenses. The City shall pay—either directly or through reimbursement—reasonable litigation-related expenses, including witness fees and discovery-related costs.

SECTION 2: SERVICES

2.1. Defender’s Duties. Defender shall perform the duties required under Utah law concerning the representation of any indigent criminal defendants assigned to Defender by South Weber Justice Court during the term of this Agreement.

2.2. Competence; Professionalism. Defender shall devote the necessary time and resources to perform the Services in a competent manner and do so in accordance with

the Utah Rules of Professional Conduct, any applicable standards adopted by the Utah Indigent Defense Commission, and laws governing the practice of public defense in Utah.

2.3. Recordkeeping. Defender shall maintain adequate and proper records for the representation of each assigned defendant and provide invoices to the court monthly.

2.4. Accessibility. Defender shall communicate with and be available to indigent clients as is reasonably necessary. This includes reasonable efforts to visit or call incarcerated, hospitalized, or otherwise confined clients.

2.5. Workload. Defender shall not incur a workload that could compromise the quality of the Services, Defender's representation, the client's interests, or any professional obligations.

2.6. Obligations; Associates; Assignment. If Defender enters any public defender contract or other work obligation beyond this Agreement, Defender shall ensure that such does not interfere with Defender meeting their obligations under this Agreement. Defender shall actively supervise and monitor the performance of any associate attorneys or legal assistants to ensure compliance with the terms of this Agreement and applicable law. Defender may not assign Defender's interests or obligations in this Agreement without the prior written consent of the City.

2.7. Transfer of Ongoing Cases at Termination. Upon the termination of this Agreement per Section 7, Defender agrees, for no additional compensation, to cooperate with the City in transferring all ongoing cases to an incoming public defender and to continue representation in the ongoing cases until such transfer is complete.

SECTION 3: OFFICE LOCATION; LEGAL COMPLIANCE

3.1. Office. Defender shall maintain an office in Davis County to perform the Services and shall notify clients of the location and contact information of the office within a reasonable time following their assignment.

3.2. Legal Compliance. Defender shall abide by all federal, state, and local laws during the term of this Agreement.

SECTION 4: CONFLICTS OF INTEREST

4.1. Withdrawal. Defender shall arrange with the assigning court for withdrawal from cases where a legal conflict of interest—as described in [U.C.J.A. Rule 13-1.07](#)—exists.

4.2. Disclosure. Defender shall promptly disclose to the Client, in writing, any actual conflict of interest or any circumstance that Defender reasonably believes may constitute a conflict of interest under applicable law, court rule, or the Utah Rules of Professional Conduct. Such disclosure shall be made as soon as the conflict becomes known and shall include sufficient information to permit the Client to evaluate the nature

and materiality of the conflict and to determine whether remedial action, including withdrawal or substitution of counsel, is required.

4.3. Disqualification – Costs of Substitute Counsel. If Defender is disqualified from representing an indigent defendant due to Defender's actions or circumstance that Defender was or should have been aware of, Defender shall arrange for substitute Counsel with the same compensation as outlined in this Agreement.

SECTION 5: TERM OF AGREEMENT

5.1. Term. The term of this Agreement (“Term”) is January 27, 2026, to December 31, 2028.

5.2. Renewal. Following the Term’s expiration, this Agreement shall automatically renew for successive one-year terms beginning January 1 of each year, unless either party provides the other written notice of nonrenewal prior to the applicable renewal date.

SECTION 6: TERMINATION

6.1. For Cause. Either party may terminate this Agreement for cause by providing seven calendar days written notice. The Agreement shall terminate at the end of the seven-day period. Cause to terminate includes failure to comply with the terms of this Agreement.

6.2. For Convenience. Either party may terminate this Agreement without cause by giving the other party 90 calendar days written notice. The Agreement shall terminate at the end of the 90-day period.

6.3. Discipline. If disciplinary action is taken against Defender, City may terminate this Agreement immediately without notice.

6.4. Transition. Following termination of this Agreement, Defender shall cooperate with the City to transition cases and materials to a successor public defender per Section 2.8.

SECTION 7: MISCELLANEOUS

7.1. Independent Contractor. Defender is an independent contractor of the City. Associate attorneys and legal assistants described in Section 2.7 and any other agent, employee, or associate of Defender shall not be deemed an agent, employee, or other associate of the City.

7.2. Notice. Any notice required by this Agreement shall be given in writing addressed to the following:

FOR THE CITY:
Court Administrator
1600 E South Weber Drive

FOR DEFENDER:
Murphy & Murphy Law
PO Box 15

South Weber, UT 84405

Kaysville, UT 84037

7.3. Enforcement Costs. If either party defaults on this Agreement, the defaulting party shall pay all costs and expenses—including reasonable attorney fees—incurred by the non-defaulting party from seeking remedy for breach or enforcement of the Agreement.

7.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Utah.

7.5. Incorporation. The above Recitals are incorporated in this Agreement.

7.6. Indemnification. Defender shall hold harmless the City and its officers, employees, independent contractors, and other agents from any claims, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorney fees) arising out of or related to this Agreement, including Defender's performance of or Defender's associates' involvement in the Services.

7.7. Merger. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, understandings, and agreements, regardless of format.

IN WITNESS WHEREOF, the parties execute this Agreement on the date first written above:

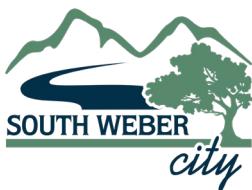
South Weber Justice Court

Court Administrator David Larson

Attest, City Recorder Lisa Smith

Murphy & Murphy Law, LLC

Title



CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE

2/27/2026

PREPARED BY

Brett Baltazar

Finance Director

ITEM TYPE

Legislative

ATTACHMENTS

Resolution 26-04: Budget
Amendment #2

PRIOR DISCUSSION DATES

AGENDA ITEM

Resolution 26-04: FY 2026 Budget Amendment #2

PURPOSE

Amend Fiscal Year 2026 Budget- Fire Fleet

RECOMMENDATION

Staff recommends approval

BACKGROUND

GASB (*Govt. Accounting Standards Board*) Statement No. 34 requires direct expenses to be reported in their appropriate department.

Currently, the Capital Projects Fund (45) reports the expenditure of the Fire Department fleet, it then transfers funds to the Fleet Management Fund (60). This does not comply with GASB.

Under GASB 34 Statement, the Fire Department (10-57) is the most appropriate department to report this expenditure.

ANALYSIS

The budget amendment recommendation aligns the City with GASB standards.

Current Reporting:

1. Transfer **FROM** Capital Projects (45) **TO** Fleet Management Fund (60).

| | | |
|-----------------|-----------|-------------|
| Capital Expense | 45-57-860 | \$244,000 |
| Fleet Mgmt Rev | 60-34-982 | (\$244,000) |

Recommended Reporting:

1. Transfer **FROM** Capital Projects (45) **TO** General Fund (10)
2. Transfer **FROM** Fire Dept (10-57) **TO** Fleet Management Fund (60)

| | | |
|--------------------|-----------|-------------|
| Capital Expense | 45-57-860 | \$244,000 |
| General Revenue | 10-39-091 | (\$244,000) |
| Fire Dept. Expense | 10-57-255 | \$244,000 |
| Fleet Mgmt Rev | 60-34-982 | (\$244,000) |

RESOLUTION 26-04

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING BUDGET AMENDMENTS FOR THE FISCAL YEAR ENDING JUNE 30, 2026

WHEREAS, Utah Code regulates the budgeting process for municipalities; and

WHEREAS, the city adopted its budget for fiscal year 2025-2026 on June 24, 2025; and

WHEREAS, upon the auditor's recommendation and to align with government accounting standards, some funds need to be reflected more transparently; and

WHEREAS, this legislative body held a public hearing on January 27, 2026 to receive comment regarding the proposed amendments; and

WHEREAS, the City Council reviewed comments and discussed the presented changes in an open public meeting and is in favor of amending this budget;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Amendment: The Fiscal Year 2025-2026 Budget shall be amended as follows:

| GL Acct # | Description | Amount | Project |
|------------------|--------------------|---------------|-------------------------|
| 45-57-860 | Capital Projects | \$244,000 | Capital Project Expense |
| 10-39-091 | General Fund | (\$244,000) | General Fund Revenue |
| 10-57-255 | Fire Dept Fleet | \$244,000 | Fire Dept. Expense |
| 60-34-982 | Fleet Fund | (244,000) | Fleet Fund Revenue |

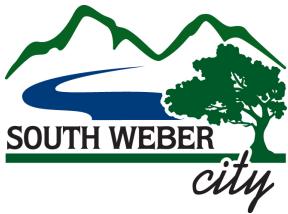
Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 27th day of January 2026.

| Roll call vote is as follows: | | |
|-------------------------------|-----|---------|
| Council Member Halverson | FOR | AGAINST |
| Council Member Petty | FOR | AGAINST |
| Council Member Dills | FOR | AGAINST |
| Council Member Davis | FOR | AGAINST |
| Council Member Winsor | FOR | AGAINST |

Rod Westbroek, Mayor

Attest: Lisa Smith, Recorder



MEETING DATE

January 27, 2026

PREPARED BY

Lance Evans, AICP
Community Development
Manager

ITEM TYPE

Legislative discussion

AGENDA ITEM

Discussion of General Plan update process and community priorities.

BACKGROUND

South Weber City's General Plan serves as the primary policy document guiding land use, transportation, housing, infrastructure, economic development, and community character. State law requires periodic review and updates to ensure the plan remains current, legally compliant, and reflective of community values and growth trends.

The 2026 update provides an opportunity to:

- Address changes in state planning requirements
- Respond to growth pressures in South Weber
- Re-evaluate long-term land use and infrastructure assumptions
- Clarify policy direction for redevelopment, housing, and commercial areas

As the city begins the update to the 2020 South Weber City General Plan, staff would like to get the City Council direction on priorities, scope, and policy considerations before initiating the formal General Plan update process. A specific subsection is included for discussion of the potential creation of a City Center Plan.

TIMING

The General Plan update process can be completed in 6-12 months depending on the level of detail and number of community meetings in the process.

DISCUSSION

The following is a list of General Plan topics and key issues to use as a guide for the discussion and direction to staff for the development of the General Plan Scope of Work and public involvement plan.

1. Community Vision and Growth Management

- Confirmation or refinement of the community's long-term vision
- Desired pace, scale, and form of growth
- Preservation of South Weber's small-town character
- Compatibility between existing neighborhoods and new development

2. Land Use and Zoning Policy

- Evaluation of the current Land Use Map
- Residential density ranges and transitions
- Commercial and mixed-use locations and intensities
- Industrial and employment land considerations
- Opportunities for redevelopment versus greenfield development

3. Housing

- Housing affordability and availability
- Variety of housing types (single-family, townhomes, multi-family, accessory dwelling units)
- Demographic trends and housing needs (seniors, workforce housing, young families)
- Alignment with state housing element requirements

4. Transportation and Mobility

- Roadway capacity and long-term transportation planning
- Pedestrian and bicycle connectivity
- Traffic impacts of future development
- Coordination with regional transportation plans

5. Infrastructure and Public Facilities

- Water, sewer, and stormwater capacity
- Parks, trails, and open space planning
- Public safety facilities and services
- Capital facilities planning and funding priorities

6. Economic Development

- Local commercial vitality and tax base diversification
- Support for neighborhood-serving commercial uses
- Long-term employment opportunities within the city
- Balance between revenue generation and community impacts

7. Environmental and Natural Resource Considerations

- Hillside development and sensitive lands
- Floodplain and drainage considerations
- Open space preservation and trail corridors
- Sustainability and resource conservation policies

8. Implementation and Regulatory Alignment

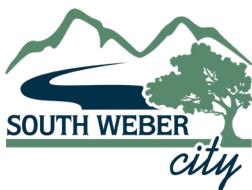
- Consistency between the General Plan and zoning ordinances
- Phasing and timing of development
- Use of overlays, design standards, or special districts
- Monitoring and periodic review mechanisms

9. Future City Center Plans

As part of the General Plan update, the City Council may wish to consider designate a City Center for the City. A city center policy would provide more detailed policy direction for a defined geographic area that is expected to experience change, redevelopment, or increased activity.

A more detailed chapter or Small Area Plan could:

- Establish a clear vision for a focal point of civic, commercial, and community activity
- Address building scale, land use mix, and design expectations
- Improve walkability and connectivity
- Support long-term economic development goals



CITY COUNCIL MEETING

STAFF REPORT

MEETING DATE

January 27, 2026

PREPARED BY

David Larson

City Manager

ITEM TYPE

Legislative

ATTACHMENTS

None

PRIOR DISCUSSION DATES

None

AGENDA ITEM

Riverdale Senior Center Partnership Opportunity

PURPOSE

Discuss an opportunity presented to South Weber City to partner with Riverdale City in offering residents of South Weber the residential rate for membership at the Riverdale Senior Center

RECOMMENDATION

Decide whether to begin discussions about a partnership and interlocal agreement with Riverdale City or not

BACKGROUND

Riverdale City sent a letter to Mayor Westbroek at the beginning of January that presented an opportunity to South Weber City to have South Weber residents able to use the Riverdale Senior Center at the resident rate. Manager David Larson discussed the letter with Riverdale City's Community Services Director Rich Taylor and an offer was made to visit the facility and learn about the services offered there. On January 15, 2026, Mayor Westbroek and Manager Larson toured the facility.

The opportunity before the City Council is for South Weber City to pay the difference between the resident and non-resident rate to allow for South Weber residents to then only pay the resident rate.

There are approximately 800 members at the center, with 600 of those being members who live outside of Riverdale. Due to the regional nature of the facility, Riverdale City has approached all cities with significant numbers of members with this same opportunity. There are currently 18 South Weber residents who are members.

ANALYSIS

Membership at the senior center is for individuals 55 years old or older. Memberships have previously been free, but starting in January 2026, a membership fee has been introduced which is \$30 annually for residents of Riverdale and \$60 annually for non-residents. Monthly memberships are also available for \$5 (residents) or \$10 (non-residents).

Members can participate in all kinds of classes and programs offered at the center for free and purchase lunch Monday through Friday for \$4 per day.

At the current membership number, the cost to South Weber City would be \$540 annually. That amount would change along with the actual number of memberships.

Currently, South Weber offers a senior lunch every other month at the Family Activity Center for \$5 per attendee. Attendance is approximately 20-25 people per lunch. This is the only senior-specific community offering the City has. Although South Weber residents already can become members at the Riverdale center, partnering would allow South Weber City to then provide additional senior activities and programs, along with many more meals.