

SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Davis County, Utah, will meet in a regular public work meeting on TUESDAY, 19 JULY 2016 located at 1600 E. South Weber Dr., South Weber, UT. Meeting time will commence at 5:30 p.m.

PUBLIC WORK MEETING:

5:30 p.m.

1. Utah Local Governments Trust Accountability Program Presentation by Jason Watterson

5:35 p.m.

2. **APPROVALS:**
 - a. Scope of Work Proposal from Jones & Associates for the Westside Water Reservoir Project
 - b. UDOT Pedestrian Safe Sidewalk Grant Cooperative Agreement

6:00 p.m.

3. **DISCUSSION:**
 - a. 2016 Property Tax Increase
 - b. Class "C" Road Fund
 - c. Surplus of Central Park Playground Equipment
 - d. Brent Poll Agenda Request Concerning HAFB Pollution
 - e. Dust Control at the Staker/Parsons Gravel Pit
 - f. City Tree Planting
 - g. Residential Parkway Tree Planting Policy
 - h. Christmas Lighting

7:45 p.m.

4. **CITY COUNCIL REPORT(S) ON DESIGNATED RESPONSIBILITIES**

7:50 p.m.

5. **ADJOURN**

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, FAXED OR POSTED TO:

CITY OFFICE BUILDING
CITY WEBSITE www.southwebercity.com

EACH MEMBER OF THE GOVERNING BODY
THOSE LISTED ON THE AGENDA

UTAH PUBLIC NOTICE WEBSITE www.pmn.utah.gov

DATE: July 14, 2016

CITY RECORDER: Elyse Greiner

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY SOUTH WEBER CITY, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177)

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

**AGREEMENT FOR CONSULTING SERVICES FOR
SOUTH WEBER CITY
Westside Reservoir Project**

Last updated: July 12, 2016

This Agreement for Consulting Services for South Weber City (“City”) Westside Reservoir Project (“Project”) is entered into between City and Jones and Associates [Consultant], a Utah corporation (“Consultant”) with its Utah offices in Weber County.

AGREEMENT PURPOSE

As part of the City’s Capital Improvements Plan, City is undertaking Westside Reservoir Study to determine if the existing infrastructure is to be remediated or replaced. City distributed a Statement of Work to and requested proposals from, qualified consulting firms. Consultant submitted a Proposal. City and Consultant then negotiated a Scope of Work and Fee Estimate. The Scope of Work and Fee Estimate are attached to this Agreement as Exhibits “A”, and are incorporated herein as a part of this Agreement. City has selected Consultant to provide such services in an experienced, professional, competent and cooperative manner, as an independent contractor of City in accordance with the attached Scope of Work and Fee Estimate (Exhibit “A”) and the terms contained in this Agreement.

AGREEMENT TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. **PROJECT DESCRIPTION.** The Project shall be known as the Westside Reservoir Study 2016 (“Project.”)
2. **SERVICES OF CONSULTANT.** Consultant shall cooperatively provide its services to City as an independent contractor in a timely, efficient, competent and professional manner, consistent with this Agreement and the attached exhibits.
3. **RESPONSIBLE STAFF MEMBERS.** The individual staff members of Consultant’s staff named in the Scope of Work and Fee Estimate shall be committed to the Project for its duration and shall perform the services described in the attached exhibits. Consultant shall provide verification with each request for payment that this condition is being met by submitting to City the names of staff members, their respective hours worked and a brief description of the work performed by each staff member. Any responsible staff member of Consultant who is unwilling or unable to serve shall be replaced by an individual who is equally qualified and shall be subject to City’s

reasonable approval. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement in whole or in part, at the option of City.

4. SCHEDULE OF PAYMENTS. Consultant shall receive payment based on the hourly rates and expenses as described in the Consultant's schedule of fees and expenses as described at Exhibit B. The total payment to Consultant for services shall not exceed forty-nine thousand eight hundred twenty dollars (\$49,820.) Payment for services shall be made within thirty (30) days of receipt of a billing in proper form. Any payment owed which is not made within thirty (30) days shall earn interest at a rate of 8% per annum.

5. PERIOD OF SERVICE - DELAYS. Consultant shall commence work upon the signing of this Agreement and shall complete its services in a timely and diligent manner in accordance with the provisions in Exhibits A. Consultant shall notify the City in writing within ten (10) days of an act of God or other unforeseeable event beyond the control of Consultant that might result in a delay in performance. Upon approval by City, an extension of time to complete the services equal to the number of days of the delay may be allowed. Such additional time shall be the only remedy. No extension of time will be allowed should the Consultant fail to timely notify City of such delays. Time is of the essence.

6. CITY RESPONSIBILITIES. City will cooperate with Consultant. City will provide Consultant with such information relating to the Project as is available to City and reasonably requested by Consultant. City will examine documents submitted by Consultant, and if requested, will render decisions relative thereto in a timely manner to avoid unreasonable delay in the progress of the Project. City will provide access to facilities as reasonably required by Consultant.

7. OWNERSHIP OF DOCUMENTS. All documents prepared in the performance of this Agreement are the property of City, including, but not limited to, draft or final documents of any nature, plans, specifications, drawings, memoranda, tracings, estimates, field notes, reports, investigations, design analyses and studies. Consultant may retain and utilize copies of all such documents. Consultant shall sign and affix his professional seal to all reports, plans, specifications, and Consulting data prepared in the performance of this Agreement.

8. COMPLETENESS AND ACCURACY. Consultant represents and agrees that the description of services in Exhibits A are adequate and include a reasonably detailed description of all professional services necessary and incidental to timely, successful, professional and workmanlike completion of the Project.

Consultant agrees to perform services in a reasonably careful, competent and professional manner, consistent with its represented experience and expertise. Consultant agrees to cooperate and communicate with City as necessary regarding the Project. Consultant agrees that upon becoming aware of any error, fault, defect or deficiency in any work or work product relating to the Project, prompt written notice will be given to City. Without waiver of any other remedy available to City, any error, fault, defect or deficiency of Consultant, or any employee, subcontractor or supplier of

Consultant, shall be promptly corrected at Consultant's expense. Consultant shall be responsible for the completeness and accuracy of any electronic or written documents and any other tangible work product prepared by Consultant or prepared by any employee, subcontractor or supplier of Consultant as part of the Project. This does not preclude Consultant from seeking reimbursement from any employee, subcontractor or supplier of Consultant. Consultant agrees to cooperatively provide professionally acceptable finished products to City.

9. RIGHT OF TERMINATION. City reserves the right, at its discretion, to terminate this Agreement, or abandon any portion of the Project. In the event City terminates this Agreement or abandons any portion of the Project, City shall notify Consultant in writing. Immediately after receiving such notice, Consultant shall discontinue or alter their respective services under this Agreement as may be specified by City. Upon such termination or abandonment, Consultant shall deliver to City all documents, including drawings, technical specifications and estimates, whether entirely or partially completed, together with all materials supplied by City, as may be directed by City. Consultant shall document its services to the date of termination or abandonment and submit a summary to City. Consultant shall be entitled to compensation for services performed up to the date of such termination or abandonment in accordance with this Agreement.

10. INDEMNIFICATION AND INSURANCE. To the extent City is not otherwise defended under an insurance policy, and upon written demand, Consultant agrees to defend City, its officers and employees from and against any losses, claims (whether or not they are meritorious) demands, actions, damages, costs, charges and causes of action of every kind or character, including attorneys' fees, arising out of or in any way resulting from, or claimed by third parties to arise out of or result from, any negligent act, error, omission or other fault on the part of Consultant, or its employees, subcontractors, or suppliers. The intent of this defense provision is that Consultant shall defend City against liability to the maximum extent permitted by law. In the event of a finding of liability, responsibility, or fault of Consultant, its employees, subcontractors or suppliers, Consultant agrees to indemnify City to the extent of the proportionate share of negligence or other fault of Consultant, its employees, subcontractors and suppliers, even if Consultant would otherwise be protected from liability by worker's compensation immunity. Consultant, at its own cost and expense, shall secure and maintain those policies of insurance described on Exhibit B attached.

Concurrent herewith, Consultant shall provide to City certificates of insurance verifying that such coverage exists. The certificates of insurance shall also verify that City, its officers and employees are endorsed on the coverage required as additional insureds for claims arising out of Consultant's activities relating to the Project, and that such coverage for City and its officers and employees is primary to any other policies. Each certificate of insurance shall also confirm that the required liability coverages are all written on an occurrence basis, and not a claims made basis, with the sole exception of any required professional liability coverage which may be written on a claims made basis. Consultant warrants that the any claims made professional liability coverage shall remain in place and effect for at least four (4) years following completion of the Project. Each certificate of insurance shall provide for thirty (30) days written notice to City prior to cancellation or

modification of the policies. Language such as "the insurer will endeavor to provide written notice of cancellation or modification of the policies" will not be acceptable.

Consultant will be responsible to see that any subcontractors of Consultant promptly comply with these defense and insurance requirements, including the requirements to list City and its officers, Trustees and employees as additional insureds.

11. WAIVER OF CLAIMS. Prior to acceptance of final payment, Consultant shall submit to City in writing any claim against City of which Consultant is aware, or of which Consultant should be aware in the exercise of reasonable diligence. The acceptance of final payment will constitute a waiver of any claim other than those claims so made in writing and submitted to City. The tendering of final payment by City will not constitute waiver of any claim which City might have against Consultant.

12. INSPECTION OF CONSULTANT'S RECORDS. Consultant shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Consultant and billed to City. Such records shall be available to City during normal business hours for a period of one-year following the date of final payment under this Agreement.

13. ADDITIONAL SERVICES. Consultant shall notify City in writing within ten (10) days of discovery of any change in services which Consultant believes should result in any additional payment under this Agreement. Consultant shall notify City in writing within ten (10) days of discovery of any significant change in the Project as may be recommended by Consultant. An increase in the hourly rates or other increases shall be provided only through prior written authorization by City. The fees and non-salary expenses for any additional services shall be based on the hourly rates and expenses described in Exhibit A.

14. SUCCESSORS AND ASSIGNS. The services to be provided by Consultant under this Agreement shall not be subcontracted or assigned without the prior written consent of City. Any subcontract must be by written agreement, approved as to form by City. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. NOTICES. Any notice required by this Agreement shall be deemed given when mailed or delivered to:

South Weber City
Attn: City Manager
1600 East South Weber Drive
South Weber, Utah 84405

Jones and Associates
Attn: Brandon Jones
1716 East 5600 South
South Ogden, Utah 84403

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

16. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced under and governed by the laws of the State of Utah, and jurisdiction for any action based on this Agreement shall be with District Court of Davis County, State of Utah.

17. ATTORNEYS' FEES AND COSTS. In the event of legal action, arbitration, or other proceeding brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

18. SPECIAL PROVISIONS. Consultant shall comply with all applicable federal, state and local laws, regulations and ordinances, and shall not discriminate against any person on the basis of age, gender, race, color, national origin or religion in the performance of this Agreement. Any terms mandated by statute or regulation as being applicable to City as a governmental entity, including any terms mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

19. PARTIAL INVALIDITY. If any portion of this Agreement is determined to be invalid, any remaining portions shall nevertheless remain valid and enforceable.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the

21. NO THIRD PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

22. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent that they have been duly authorized to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ____ day of _____, 2016.

CITY:

CONSULTANT:

SOUTH WEBER CITY

JONES AND ASSOCIATES

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

INSURANCE AND BOND REQUIREMENTS FOR CONSULTANTS

Last updated: May 2, 2016

A. MINIMUM LIMITS OF INSURANCE:

Consultant and all of Consultant's contractors and all subcontractors of Consultant's contractors shall maintain limits no less than:

1. GENERAL LIABILITY

- i. Combined Single Limit Per Occurrence:
 1. \$1,000,000
- ii. Bodily Injury (including completed operations and products liability):
 1. \$1,000,000 Each Occurrence.
 2. \$1,000,000 Annual Aggregate.
- iii. Property Damage:
 1. \$500,000 Each Occurrence.
 2. \$1,000,000 Annual Aggregate.
- iv. General Aggregate, Broad Form Commercial General Liability, (ISO 1993 or better):
 1. \$2,000,000
- v. Products - Comp/OP Aggregate:
 1. \$2,000,000,
- vi. Limits to apply to this project individually.

2. AUTOMOBILE LIABILITY:

- i. \$1,000,000 Per Occurrence
- ii. "Any Auto" coverage required.

3. WORKERS' COMPENSATION and EMPLOYERS LIABILITY:

- i. Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah.
- ii. Employers Liability Limits:
 1. \$1,000,000 Per Occurrence

4. PROFESSIONAL LIABILITY:

- i. \$1,000,000 Per Claim
- ii. \$1,000,000 Annual Aggregate.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention must be declared to and approved by the City in writing. At the option of the City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects the City, its trustees, officers, and employees; or the Consultant may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses. The City does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$25,000, whichever is less. The City does not ordinarily approve self-insured retentions in an amount exceeding 1.0% of the required minimum limits described above or \$10,000, whichever is less.

C. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, and employees are to be covered as additional insureds as respects: liability arising out of any activities conducted on City lands or interests in lands. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, and employees.
2. The insurance coverage of Consultant's contractors and subcontractors, shall be a primary insurance as respects to City, its officers, and employees. Any insurance or self-insurance maintained by City, its officers, and employees shall be in excess of the insurance described here, and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, and employees.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the authorized representative of the City.

E. ADDITIONAL INSURED ENDORSEMENT

An endorsement listing City, its officers, and employees as additional insureds for liability coverage for claims arising out of use of City lands or interest in lands. Such coverage for City and it officers and employees shall be primary to any other coverage for City.

F. VERIFICATION OF COVERAGE

Consultant and all of Consultant's contractors and all subcontractors of Consultant's contractors shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time City may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the “**UDOT**,” and the South Weber, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**CITY**.”

WITNESSETH:

WHEREAS, in the interest of public safety, it is the desire of the parties hereto to construct and thereafter maintain a pedestrian safety project on **SR-60** at the location(s) described as follows: 1550 E to 1720 E and,

WHEREAS, funds for the construction of pedestrian safety projects have been made available by an appropriation from the Utah State Legislature for distribution by the **UDOT**; and

WHEREAS, it is the intent of the Utah State Legislature that participation in the pedestrian safety project be on a 75% State, 25% Local match basis; and

WHEREAS, the **UDOT** has determined by formal finding that payment for said work on public right-of-way is not in violation of the laws of the State or any legal contract with the **CITY**.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where under said work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **CITY** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this agreement.
2. In accordance with Utah Code Annotated 1953, as amended effective May 11, 2010, 72-6-116, Regulation of Utilities – Relocation of Utilities, the **CITY** is

“SOUTH WEBER”
SAFE SIDEWALK CONSTRUCTION
PROJECT No. S-R199(215)
PHASE: 14H
PIN#: 15000 CID: 72483

required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the State highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **CITY** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Please contact Leona Dalley, Region One Utilities and Railroads Coordinator at 801-620-1635 for assistance in preparing the Reimbursement Agreement.

3. All construction work performed by the **CITY** or its contractor shall conform to **UDOT** standards. **CITY** construction may conform to local standards if they are equal to or greater than the **UDOT** standards.
4. All construction performed under this agreement shall be barrier free to wheelchairs at crosswalks and intersections according to State and Local standards.
5. The **CITY** shall submit plans for the work covered by this agreement to Keith Bladen, **UDOT** Region One Permits Officer for review and approval. Upon approval of the plans, and before commencing any construction within the highway right-of-way, the **CITY** or its contractor shall obtain a Highway Right-of-Way Encroachment Permit from Jay Genereux, Region One Encroachment and Permits Officer, 801-620-1639.
6. The **CITY** will participate with a minimum of 25% of said project. **CITY**'s participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.
7. The total estimated cost of the pedestrian safety project including **CITY** participation is as follows:

UDOT Funds (Allocated Amount)	\$26,829.88
CITY Match (25% minimum of Total)	\$8,943.29
TOTAL PROJECT	\$35,773.17

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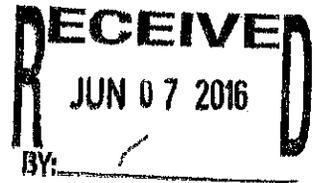
8. Upon approval of the pedestrian safety project plans and satisfactory evidence that the project is ready to proceed, the **UDOT** will deliver to the **CITY** a lump sum amount of \$20,122.41 75% of the **UDOT** funds for the construction of the facilities covered by this cooperative agreement. Upon completion of construction and final inspection and approval by **UDOT**, the remaining 25% of **UDOT** funds \$6,707.47 will be delivered to the **CITY** bringing the total **UDOT** funds to \$26,829.88. This amount is the maximum sum of **UDOT** contribution. **If the project should overrun the estimated project amount contained herein, the CITY match shall be revised to cover the additional amount.**
9. The **CITY** will furnish to the **UDOT** a statement upon completion of the project for which the grant was made certifying the amount of State funds expended, verification of **CITY** participation amounts and certification that the project was completed in accordance with the standards and specifications adopted for the project by this cooperative agreement.
10. **UDOT** shall have the right to audit all cost records and accounts of the **CITY** pertaining to this project. Should the audit disclose that the **CITY** expenditures for the project are less than the grant; all unexpended funds shall be refunded promptly to the **UDOT**. For purpose of audit, the **CITY** is required to keep and maintain its records of work covered herein for a minimum of three (3) years after completion of the project.
11. If for any reason, the **CITY** has not commenced construction of said project within a two (2) year time period from **UDOT** Commission approval of the safety project, the **CITY** will relinquish the grant allocation or refund the funds already paid to the **CITY** for the project upon request from the **UDOT** and this agreement shall be terminated. Upon commencement of the construction, the **CITY** agrees to complete the construction in an expeditious manner and in a reasonable timeframe. Should **UDOT** determine that the work is not proceeding in an expeditious manner and upon thirty (30) days written notice, it may withdraw said grant and require the **CITY** to refund any portion of the grant funds not expended for approved items at the time of withdrawal, and terminate the agreement.
12. Upon completion of the work covered by this cooperative agreement, the **CITY** shall, either directly or by ordinance, cause any sidewalks covered by this cooperative agreement to be maintained, renewed and/or repaired to perpetuate a secure and non-hazardous pedestrian facility. Said maintenance is to include snow removal.

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PROJECT No. S-R199(215)
PHASE: 14H
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13. UDOT and the CITY are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend suits, costs, attorney’s fees and actions arising from any and all damages, claims, actions or omissions or the acts of omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of the Agreement.
14. If the CITY modifies its project and the modification affects the work, the CITY will notify UDOT. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification to this Agreement, such modification must be approved in writing by the parties prior to the start of work on said changes or additions.
15. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.
16. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in the Agreement, or by law, will not release either party from any obligations arising under this Agreement.
17. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.
18. Each party represents that it has the authority to enter into this Agreement.



South Weber City



City Council Agenda Application

1600 East South Weber Drive • South Weber, Utah 84405 • Phone: (801) 479-3177 • Fax: (801) 479-0066

City Council meetings are held the second and fourth Tuesdays of each month beginning at 6:00 p.m. This application must be submitted by 5:00 p.m. eight (8) days prior to the meeting.

NAME: Brent Poff

ADDRESS: 7605 S. 1375 E.
South Weber, UT 84405

PHONE: H (801) 479-3786 C. (801) 389-8481

E-MAIL: brent_poff@hotmail.com

Date of City Council Meeting you request to be placed on: June or July preferred

PURPOSE/REASON TO BE ON CITY COUNCIL AGENDA:

Our South Weber Coalition has been studying (with the assistance of our technical Advisor, Dr. John Carter) the pollution from Hill AFB which has (it will continue for decades) ~~is~~ ^{threatened} our valley. The Base regularly 'updates' (over)

for almost a quarter century

WHAT IS YOUR RECOMMENDATION?

City records clearly show a general absence of staff/officials expertise on this subject, but land-use decisions especially should hinge on this subject.

CITY DEPARTMENT INPUT: open-mindedness here is a virtual

SIGNATURE: DATE: 6/6/16

necessity

This application allows you to be placed on the City Council agenda for items of **discussion** only, no official action will be taken.

the Council with its views of this threat. Our views (with essentially the same data) is substantially different than that offered by the Base.

Our City officials & (more importantly) the citizens of this City deserve to have a public record of the differences and issue.

Suggest this be in a work meeting during ~~the~~ June or July. No more than 15 minutes will be needed (without projections for any time for possible questions from others in attendance) to provide our reasoning & cite the justification for it.