



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, July 9, 2020 – 6:30 p.m.

DUE TO SOCIAL DISTANCING REQUIREMENTS, THERE WILL BE VERY LIMITED SEATING AVAILABLE FOR THIS MEETING. THE PUBLIC IS STRONGLY ENCOURAGED TO PARTICIPATE USING THE ZOOM MEETING LINK AVAILABLE AT WWW.NIBLEYCITY.COM

1. 6:30 p.m. – JOINT MEETING WITH THE LOGAN MUNICIPAL COUNCIL

- a. Call to Order and Roll Call
- b. Approval of the Agenda
- c. Discussion of the Municipal Boundary Line Between Nibley City and Logan City
- d. Adjourn Meeting

2. 7:30 p.m. – JOINT MEETING WITH THE NIBLEY CITY PLANNING COMMISSION

- a. Call to Order and Roll Call
- b. Approval of the Agenda
- c. **Workshop** – Residential Planned Unit Development (R-PUD)
- d. Adjourn Meeting

3. 8:30 p.m. – REGULAR NIBLEY CITY COUNCIL MEETING

- 4. Opening Ceremonies (Councilmember Laursen)
- 5. Call to Order and Roll Call (Chair)
- 6. Approval of the Previous Meeting Minutes and Current Agenda (Chair)
- 7. Public Comment Period¹ (Chair)
- 8. Planning Commission Report
- 9. **Discussion & Consideration** – Firefly Estates, Phase 1 Final Plat, located at approximately 1200 W. and 2200 S. (Applicant: Return Development LLC)
- 10. **Discussion & Consideration** – Ordinance 20-07: Residential Planned Unit Development Overlay Zone and Development Agreement for Nibley Meadows, located at approximately 1000 W. and 3200 S. Proposing 301 units on 54.6 acres (Third Reading)

11. Council and Staff Reports

- 12. **Adjourn to Closed Session**–To Discuss REAL ESTATE and PENDING LITIGATION, PURSUANT to Utah Code 52-4-205

In compliance with the Americans With Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (435) 752-0431.

¹ Public input is welcomed at all City Council Meetings. 15 minutes have been allotted to receive verbal public comment. Verbal comments shall be limited to 3 minutes per person. A sign-up sheet is available at the entrance to the Council Chambers starting 15 minutes prior to each council meeting and at the rostrum for the duration of the public comment period. Commenters shall identify themselves by name and address on the comment form and verbally for inclusion in the record. Comment will be taken in the order shown on the sign-up sheet. Written comment will also be accepted and entered into the record for the meeting if received prior to the conclusion of the meeting. Comments determined by the presiding officer to be in violation of Council meeting rules shall be ruled out of order.



**Nibley City Council
Agenda Report for
June 25, 2020**

Agenda Item #1-b.

Description	Discussion of the Municipal Boundary Line Between Nibley City and Logan City
Department	City Council
Presenter	Mayor Dustin, Nibley City Mayor
Recommendation	Discuss shared issues and determine direction for future discussions
Reviewed By	Mayor, City Manager, City Planner

Background

Nibley and Logan Cities share common boundaries along Logan's southern and Nibley's northern borders. The boundary line is jagged in places, without a clear demarcation. Over the past several years, staff and elected officials from both Nibley and Logan Cities have been discussing options for straightening the common boundary. Currently, the boundary line does not follow US 89/91 and both cities have annexed property on both sides of the highway. Adjusting the shared boundary to has been discussed as a way to simplify the provision of utility services and public safety services and would clarify where the boundary is for residents and businesses along the route.

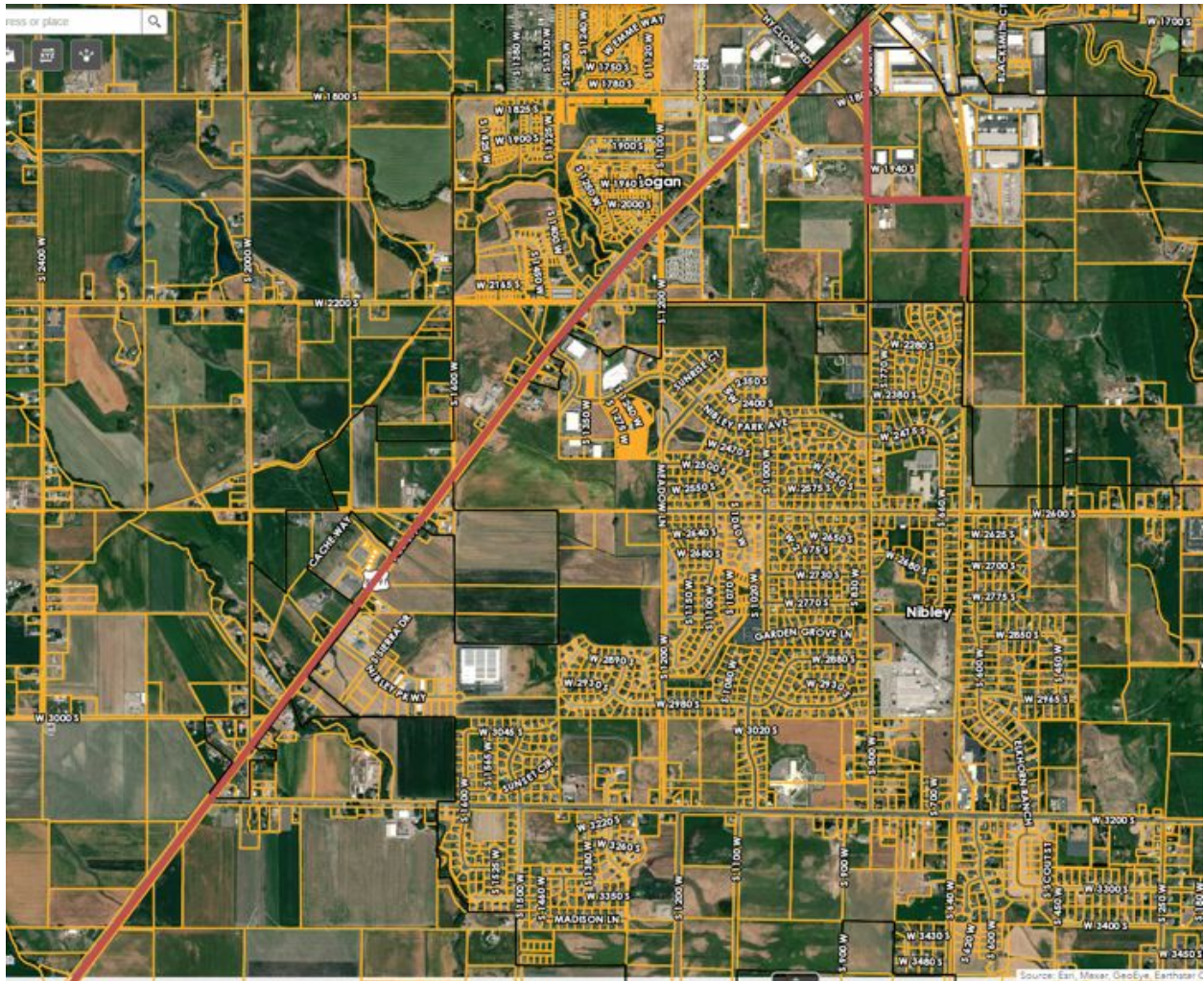
In 2016, the owners of a 55-acre agricultural parcel in Logan City, on the east side of the highway, applied to Logan City for a rezone in an attempt to develop the property. Logan City denied that request. One of the challenges related to developing that property while in Logan City was that Logan City does not have utility lines near the property. However, Nibley City utility lines are immediately adjacent to the property.

The property owner of that parcel approached both cities and requested to have the shared city boundary adjusted to move the parcel into Nibley. Both cities considered that, because discussions had been ongoing for several years about realigning their shared boundary, this would be a good opportunity to not only move the 55-acre parcel from Logan to Nibley, but to also adjust the rest of the shared boundary to align with the highway. Both cities took initial actions to adjust the boundary in 2017 and 2018. However, the cities were unable to agree on all of the issues that would be affected by the boundary adjustment and the matter was dropped. The owner of the 55-acre parcel subsequently requested disconnection from Logan City and was annexed into Nibley in 2019.

There are multiple potential concerns and discussion topics that could be addressed along the common boundary between the cities that might need to be resolved prior to reaching an agreement on a boundary adjustment. Prior to diving into those issues, the following are basic principles, background and proposals Nibley City would propose in relation to the discussions:

1. Malouf is now in a similar position to where Nelson Farms was when the previous boundary adjustment was attempted. Malouf should not be hostage to any negotiation between Nibley and Logan in relation to their pending disconnection(s).
2. Nibley would like Logan to understand the impact Nibley has felt and will feel on its infrastructure, schools and citizens in relation to the rezone and apartments north of Firefly Nature Park
3. Nibley Conservation Codes and open space and density requirements contrasted with Logan's recent land use decision north of Firefly
4. Nibley's Principles in Realignment
 - a. Realignment makes sense when it straightens out lines and captures administrative efficiencies
 - b. Landowners should not be pawns or leverage
 - c. Nibley's priorities for open space are in preserving sensitive and constrained lands (trees, wetlands, waterways, cultural resources habitat and public access are prioritized over viewsheds). Being adjacent to the highway is a factor in this consideration, but viewsheds are not preserved at the expense of the others.
 - d. Realignment must maintain value for existing landowners and uses, or provide just compensation
 - e. Realignment must be a win-win for our citizens

b. 800 W Boundary Line



Specific Discussion Topics:

1. Consider establishing a commission of two council members from each City to work out details on a boundary line adjustment and bring a proposed agreement back to the Councils by September.
2. Aesthetics
 - a. Viewshed
 - b. Dark sky protection
 - c. Design standards
3. Future Commercial and Residential Development along the corridor
 - a. open space

- b. Trails
 - c. Utilities
 - d. Appearance
 - e. access management,
 - f. other shared development standards
 - g. Setbacks
- 4. Parallel Trail
 - a. Which side(s)
 - b. Uses
 - c. Cross section
 - d. Maintenance
- 5. Signalizations
 - a. 2600 S
 - b. 3200 S Realignment
- 6. Additional Discussion

Agenda Item #2-b.

Description	Workshop – Residential Planned Unit Development (R-PUD)
Department	Planning
Presenter	Levi Roberts, City Planner
Recommendation	Discuss changes to Nibley City code 19.32: Residential Planned Unit Development
Reviewed By	City Manager, City Planner, Planning Commission

Background

The Planning Commission has discussed the Update of the R-PUD Ordinance during 2 workshop sessions. In addition to these workshops, Staff has met with individual Council members to discuss the deficiencies of the ordinance with a summary noted below. Also included below is information compiled previously in regard to this update. During the workshop sessions, the Planning Commission requested a financial analysis to support the provision of R-PUDs and potential adjustment. Staff is still working on developing this analysis. The Planning Commission also determined that it would be most productive to provide direction in conjunction with the City Council and recommended holding a joint work session with the Council. The purpose of this work session is to:

1. Clarify the goals of the R-PUD Ordinance
2. Determine what amendments are needed to support these goals

City Council- Staff interview summary

Staff has conducted interviews with individual City Council members and the Mayor. Based upon these discussions, the following ideas with regards to the R-PUD update were expressed:

- Desire to lower density and adjust unit split toward single-family homes (60/40 or 50/50 vs. the current 80/20 split).
- Add provision for more integration of unit types throughout development (less segregation of land uses)

- Only 'count' meaningful open space, not park strips and areas within right of way. Identify and prioritize the use of open space within proposed development.
- Consider adjusting minimum unit count for subdivision.
- Consider requiring more coordination/outreach with affected stakeholders (i.e. school district).
- Coordinate R-PUD with moderate-income housing needs identified in plan and annual report.
- Be cognizant of retaining flexibility within code.

R-PUD update background information

Nibley City has received three applications for the new Residential Planned Unit Development (R-PUD). There has been a desire to make some changes to the ordinance to clarify open space calculation, the application process, zoning, etc.

At the City Council meeting held on March 26, 2020, the City Council passed *Ordinance 20- 08: Residential Planned Unit Development Moratorium*. This ordinance puts a six-month hold on all new R-PUD applications.

You can review the full code here:

[Nibley City Code 19.32 Residential Planned Unit Developments](#)

Open Space and Amenities

There has been general concern and agreement on updating the definition of open space within the development. Currently, the R-PUD code allows for open space to count any public landscaping contained within setbacks and within the right-of-way. Staff has eliminated the clause within the definition that would allow for open space within the right-of-way.

Proposed Open Space Definition

Open Space: Any space in an R-PUD that does not contain any amenities, except for park amenities, as defined herein, buildings, parking lots or private yards. All Open Space must be completely landscaped with sod, trees, xeriscape, gardens or agricultural use. Natural features such as wetlands, meadows, tree stands and Constrained and Sensitive Lands may also be considered Open Space. Landscaping within building setbacks and right-of-ways shall not be counted towards the percentage of required landscaping.

Landscaping within the ROWs and setbacks shall still be required.

Open Space for the Public

One of the concerns voiced in public hearings and by some City Council and Planning Commission members is the lack of public amenities and the perceived benefit to surrounding neighborhoods. There has been a request for the City to require some amenities within the project to be given to the City.

Staff is requesting that the Planning Commission consider what these amenities would be like and how they could bring benefit to the general public. Some of these benefits could be public park amenities, trail spaces, open space next to adjacent homes, etc. The City Recreation Director is also reviewing this item and will provide a recommendation of adjustments to this provision of the code.

Density and Housing Mix

Another concern that has been expressed by the citizens, planning commissioners, and members of the city council is they would like to see a greater variety of housing types. This could reflect a change in the split of housing type, which right now allows for 80% of the units as townhomes and a minimum of 20% need to be single-family lots. Staff has provided some preliminary options below:

Single Family/Townhome	Open Space
20/80	40%
30/70	35%
40/60	30%
50/50	25%
All Single-Family	20%

*The townhome numbers would represent the max

Single Family/Townhome/Condos	Open Space
20/40/40	40%
30/30/35	35%
40/30/30	30%
50/25/25	25%

*The condos and townhomes numbers would represent the max

Min of 10% need to be .25 Acres in size
Average Lot Size 6,000 sq. ft.
Smallest Lot 4,500 sq. ft.

These tables above are loose recommendations, but more analysis is needed to determine feasibility and implications.

Agenda Item #9

Description	Discussion & Consideration – Firefly Estates, Phase 1 Final Plat, Located at approximately 1200 W and 2200 S. (Applicant: Return Development LLC)
Department	Planning
Presenter	Levi Roberts, City Planner
Recommendation	Make a motion to approve Firefly Estates, Phase 1 Final Plat, Located at approximately 1200 W and 2200 S. (Applicant: Return Development LLC)
Reviewed By	Mayor, City Manager, City Planner, Public Works Director, City Engineer

Background:

Return Development has applied for final plat approval for Firefly Estates, Phase 1. Firefly Estates is a Residential- Planned Unit Development, approved by the City Council on February 27, 2020. Phase 1 contains a total of 63 lots, including 11 single family homes, 52 town homes and 0.84 acres of open space. The developer will also dedicate 1.91 acres of park space adjacent to Firefly Park as part of Phase 1, with the park being developed in proportion to the ratio of completed homes.

The plat has the same general lot layout, roadways and open space as the preliminary plat that was approved by the City Council on February 27, 2020 and meets the space and density requirements for the R-PUD zone, in which the subdivision is located. The City Planner, City Engineer and Public Works Director have reviewed the most recently submitted plat and supporting documentation and have determined that it meets City standards and is ready for approval.

Maintenance and Ownership Plan

NCC 19.32.050 provides that a maintenance and ownership plan is needed, which describes the operations and maintenance of proposed amenities and open space. The applicant has provided a copy of the proposed Covenants, Code and Restrictions for the area. This document includes a maintenance plan, which describes that the homeowners association will maintain, repair and replace the common areas and the improvements included and describes the areas in which individual homeowners are responsible. Information about insurance and costs have also been provided within the document. Insurance is described to cover 100% of replacement costs. Estimated staffing for maintenance is estimated to be 2 persons at a cost of \$1,200 per month.

Landscaping and Open Space Plan

NCC 19.32.080 provides that landscaping with suitable plants, trees, shrubs, grasses and similar materials are required. The applicant has provided a landscape plan, which mirrors the landscape plan approved with the preliminary plat and includes a range of trees and shrubs set among grass in the common areas. The applicant proposes a small 0.84 HOA-managed park space that includes a playground with swingset. Staff has determined that the proposed playground meets the standards of NCC 19.32.050.

Planning Commission Recommendation

During the May 21, 2020 meeting, the Planning Commission recommended approval on Firefly Estates, Phase 1 Final Plat, located at approximately 1200 W and 2200 S with the conditions needed by city staff and City Engineer, including:

1. The Plat needs the following updates:
 - a. All setbacks need to be drawn on the Plat, including for the townhomes, to ensure compliance with NCC 19.32.060.
 - b. Update all TBC radius to 12'
2. The Construction drawings need the following updates:
 - a. 2260 South needs a 1 ft buffer.
 - b. Improvements on Meadow Lane need to comply with TS-3 Cross-section with the 10 ft. trail on the west side.
 - c. East Park Space should be dedicated to the City in first phase.

- d. Fencing along parcel 03-174-0001 needs to be installed
- e. Need to show and build 1/2 section TS-7 on 1200 W.
- f. Update all TBC radius to 12'. This will affect the plat as well.
- g. Bottom of ponds need to be at least 2' above ground water. Need to show ground water elevation on pond plans.
- h. Minimum pavement structural section is 3/6/12. Update needed to meet this minimum requirement.
- i. Ensure stormwater calculations account for 1 ft of free board in the volume provided.
- j. "Pit Run" reference throughout plan needs to be changed to Granular Back Fill Borrow as indicated in APWA.
- k. A 2" meter can serve up to 25 units. There are 2 options the City is considering for metering the town homes. One is to install a single 2" meter for each 25 units and individual shut off valves to each unit. A bill would be sent to the homeowners association for each 2" meter. It would be the HOA responsibility to collect and make payment. Option 2 is to run a 2" service line for each set of 25 units to a manifold system and run each unit off its own 1" meter. Update plans to reflect City's decision on metering.
- l. Sewer and water service lines to the lots on the south need to be flipped. Water 5' from property line and then sewer 10' from water. Water meters need to be in standard location, 5' behind walk.
- m. Ensure there is 10 ft spacing between water line and sewer. Label spacing width
- n. Provide directional ADA ramps at 1200 west.
- o. Need to show complete ROW width on 1200 West and 2200 South, both through and beyond development
- p. Need to show detailed designs of 1200 West and 2200 South, including widths of asphalt tie in, slopes of existing asphalt.

- q. Provide proof that outlet and existing ditch to west at NW corner provides adequate drainage for the site.
3. The Landscape Plan needs the following updates:
- a. More detail is needed about the design of the playground to ensure compliance with NCC 19.32.050.
4. The following additional information is needed prior to approval:
- a. Provide proof of infiltration/percolation test. Pond needs to drain within 72 hours.
 - b. Provide geotechnical pavement design to verify the minimum structural requirement.
 - c. Provide signed storm water pond agreement.
 - d. Ensure building requirements for the townhomes meet Nibley City standards
 - e. Approval needed from Logan City for waste collection plan prior to City Council approval. Nibley City prefers dumpsters for townhome units.
 - f. Construction Drawings must be signed by and approved by the City Engineer.

Since the Planning Commission meeting, the applicant has provided the updated information, as recommended. Staff has determined that the applicant has met all the conditions and recommend approval of the Final Plat application, with the following condition:

- This approval is contingent on the City's rejection of the referendum on this project not being successfully challenged in court. Developer accepts all risks of moving forward with the plat while litigation regarding the referendum is ongoing.

PRELIMINARY PLAT

REGISTERED PROFESSIONAL ENGINEER
NO. 368590
ADAM MACKELPRANG
3-5-2020
STATE OF UTAH



OWNER:
RETURN DEVELOPMENT
CHRISTOPHER HUFFMAN(801)557-3170
ETHAN POPPLETON (435)760-6934
4505 S. WASATCH BLVD, STE 150
HOLLADAY, UTAH 84124

ALLIANCE CONSULTING
ENGINEERS

150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancecelogan@yahoo.com

PROJECT NO. :

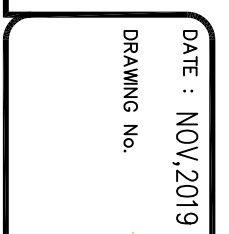
ONS/

No.	

YESTATES
 2200 SOUTH
 UTAH 84321

RELIMINARY PLAT

PRELIMINARY PLAT



LOCATED IN THE SE QUARTER OF SECTION 17,
TOWNSHIP 11 NORTH, RANGE 1 EAST, SLB&M
1050 WEST 2200 SOUTH
NIBLEY, UTAH

A vicinity map showing the project site location. The map includes the following features:

- Streets:** US Highway 40/91 (diagonal), CRUICKSHANK DR (3045 S), SUNSET CIR (3140 S), 1200 W, 1200 S, 2200 S, 3200 S, 800 W.
- Project Site:** A red-outlined rectangular area located between 1200 W and 1200 S, and between 2200 S and 3200 S.
- Landmarks:** A pink-outlined area to the west of the project site, labeled "OPEN SPACE" and "OUTLETS".
- Labels:** "PROJECT SITE" with an arrow pointing to the red-outlined area.

SHEET INDEX	
SHEET NO.	SHEET DESCRIPTION
1	INDEX SHEET
2	EXISTING SITE
3	2260 SOUTH STREET PG 1
4	2260 SOUTH STREET PG 2
5	MEADOW LANE
6	PRIVATE LANE CONSTRUCTION
7	GRADING PLAN
8	DRAINAGE PLAN PG1
9	DRAINAGE PLAN PG2

CIVIL ENGINEER
ALLIANCE CONSULTING
ENGINEERS, INC.
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
435-755-5121

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, Nibley CITY STANDARDS, STATE OF UTAH AND ANY OTHER APPLICABLE STANDARDS ISSUED BY THE CONTROLLING AGENCY.

2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE CONSTRUCTION. ANY DISCREPANCIES BETWEEN CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER.

3. CONTRACTOR SHALL REPAIR AND/OR REPLACE ANY AREAS AND/OR MATERIALS DAMAGED DURING CONSTRUCTION.

4. CONTRACTOR SHALL MAINTAIN ALL ADJACENT PROPERTY (PUBLIC & PRIVATE) FROM ALL CONSTRUCTION DEBRIS.

5. CONTRACTOR SHALL EXISTING CONDITIONS.

9. CONTINUED SHALL PROVIDE ALL NECESSARY AUTOMOBILE AND PEDESTRIAN TRAFFIC CONTROL DEVICES REQUIRED BY LOCAL, STATE, AND FEDERAL CODES AND ORDINANCE

2. CONVICTION CRIMES INVOLVE CORRECTION MONUMENTS EMPLOYED DURING CONVICTION SURVEY MONUMENTS TO BE REPLACED BY A REGISTERED, LICENSED LAND SURVEYOR.

TO EXISTING UTILITIES WILL BE REPAIRED AT CONTRACTORS EXPENSE.

NOTED.

PIPE LENGTHS MORE PIPE MAY BE REQUIRED TO COMPLETE CONSTRUCTION THAN IS DIMENSIONED IN THE PLANS.

11. IRROSI BLOCKS SHALL BE PLACED ON WATERLINES AT ALL DIRECTION CHANGES, FITTINGS, BENDS, ELBOWS, FIRE HYDRANTS AND GATES VALVES AS SHOWN IN THE PROJECT PLANS

12. CONTRACTOR IS REQUIRED TO HAVE A SET OF PLANS ON THE SITE AT ALL TIMES. ANY WORK COMPLETED WITHOUT A SET PRESENT IS DONE SO AT THE CONTRACTORS RISK.

13. CONTRACTOR IS RESPONSIBLE FOR PROVIDING WATER NECESSARY FOR DUST

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING SOURCES FOR GRANULAR

FOR PROJECT COMPLETION.

THE APPROPRIATE TRANSPORTATION AGENCY AND SHALL MEET THAT AGENCY AND THE REQUIREMENTS OF ANY RIGHT-OF-WAY PERMITS

16. THE CONTRACTOR SHALL COORDINATE ALL LIVE TAPS AND ANY OTHER WORK OR MANIPULATION OF THE EXISTING WATER SYSTEM WITH THE CITY.

17. ON SLOPING AREAS THE CONTRACTOR SHALL TAKE PRECAUTIONS TO MITIGATE ANY POSSIBLE EROSION PROBLEMS IN THE TRENCHES DUE TO STORM WATER THAT MIGHT

18. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL MEASUREES

19. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONS NECESSARY TO INSURE

THE SITE. ANY RELEASES SHALL BE CLEANED AND MITIGATED AT THE CONTRACTOR'S EXPENSE.

20. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACCESS AND RELATED TRAFFIC CONTROL WITH THE COUNTY, CITY, AND STATE ROADWAY DEPARTMENTS. THE ENGINEER SHALL REVIEW ALL TRAFFIC CONTROL PLANS.

21. ALL GATE VALVES SHALL BE LOCATED NEAR TO TEES OR CROSSES AND THEIR ASSOCIATED REDUCERS AS SHOWN ON THE PROJECT PLANS

22. CONTRACTOR SHALL PROVIDE ALL NECESSARY FITTINGS, HARDWARE, LABOR, ETC. CONSTRUCT VERTICAL AND HORIZONTAL BENDS IN PIPE AS NEEDED TO MEET THE

23. ALL AIR RELEASE VALVES SHALL BE INSTALLED AT THE CREST OF THE VERTICAL

VALVES ON FIELD RECORD DRAWINGS.

PRIOR TO BACKFILLING.

OWNERS, ENGINEER AND CONTRACTOR SHALL COORDINATE VERTICAL ELEVATIONS CHLORINATED PRIOR TO COMPLETING ANY ROADWAY CONSTRUCTION.

HORIZONTAL DISTANCES TO MATCH FOXBOROUGH PLANS. ANY DISCREPANCIES TO BE BROUGHT TO THE ATTENTION OF NIBLEY CITY.

2.7. CONTINUATION TO COORDINATE WITH CITY, PUBLIC WORKS, DIRECTION FOR A PRE-CONSTRUCTION MEETING AND TESTING.

INDEX SHEET

[illegible]

AE

150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancelogan@yahoo.com





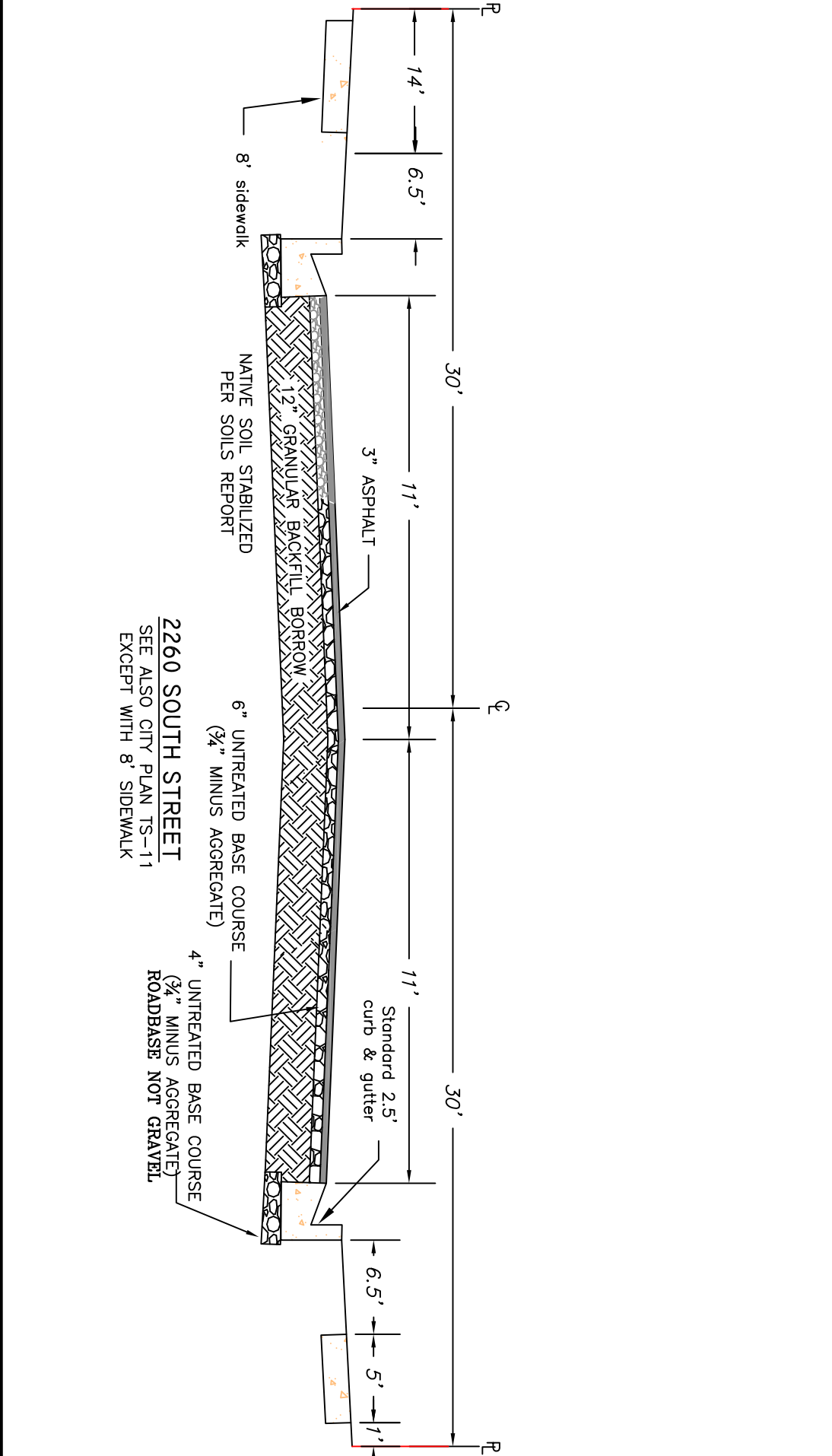
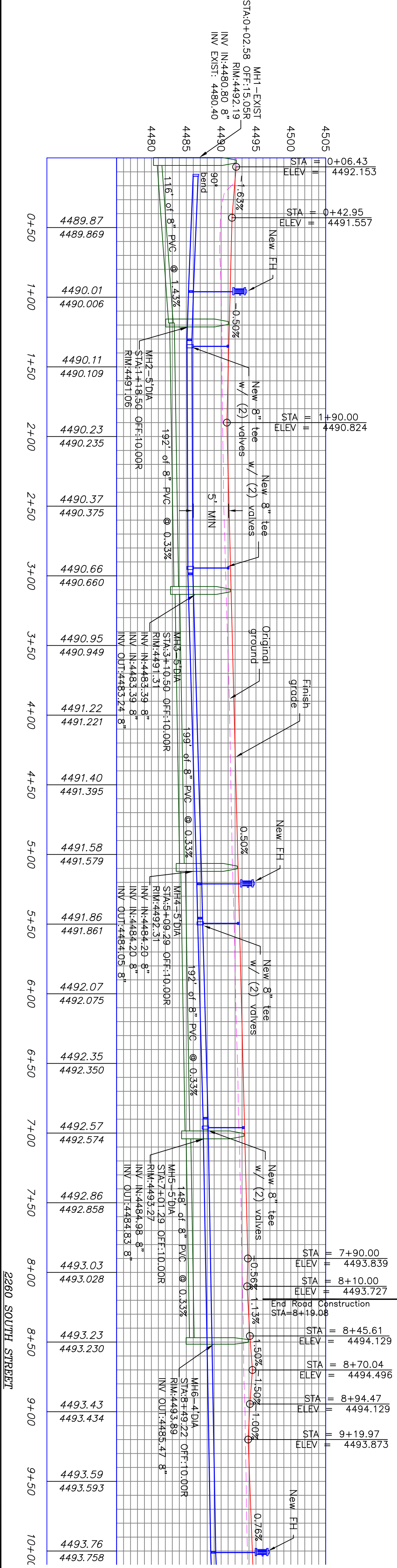
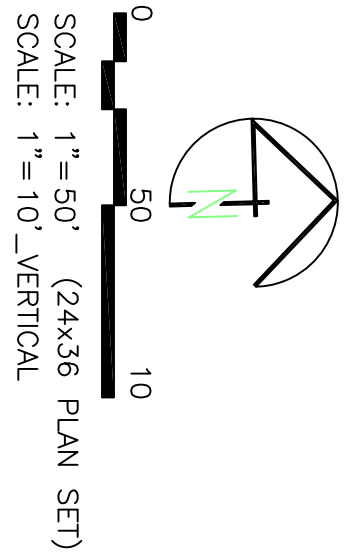
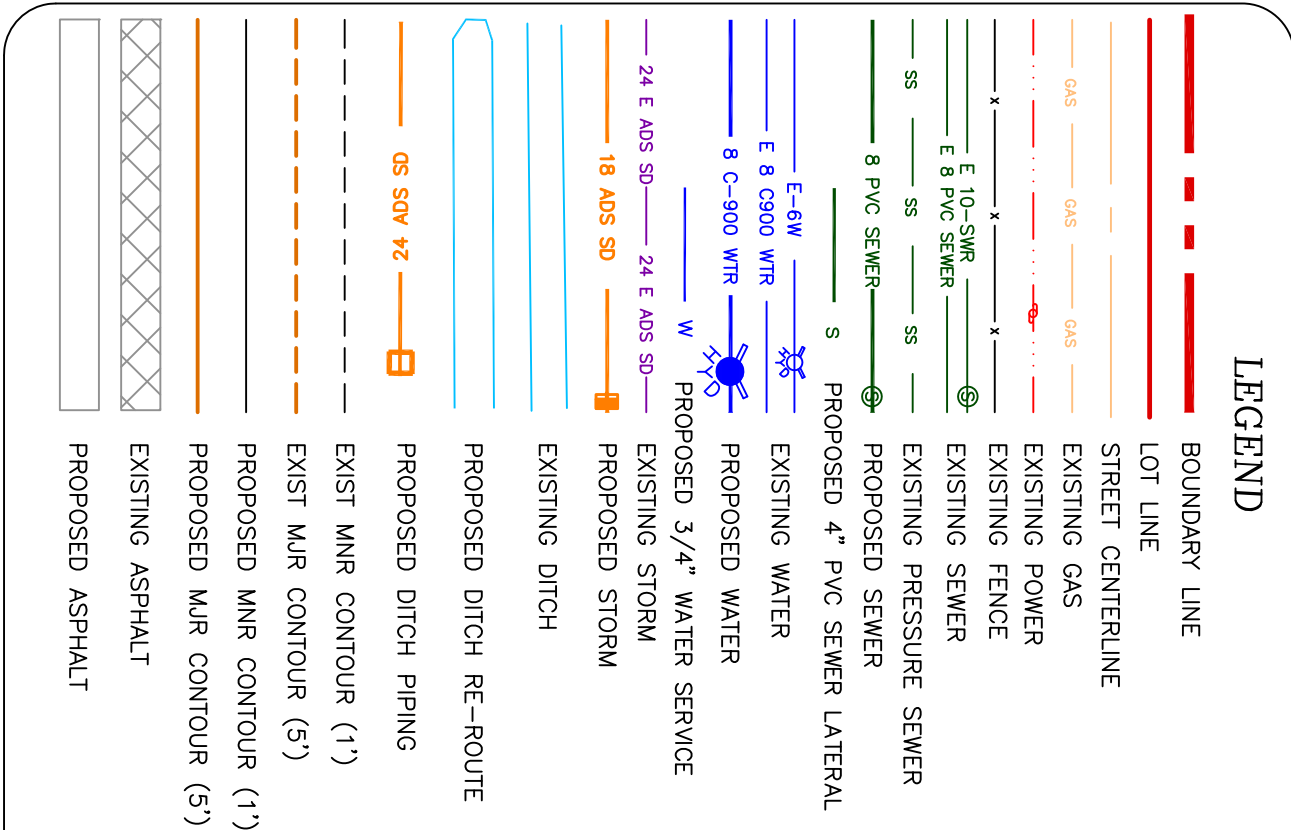
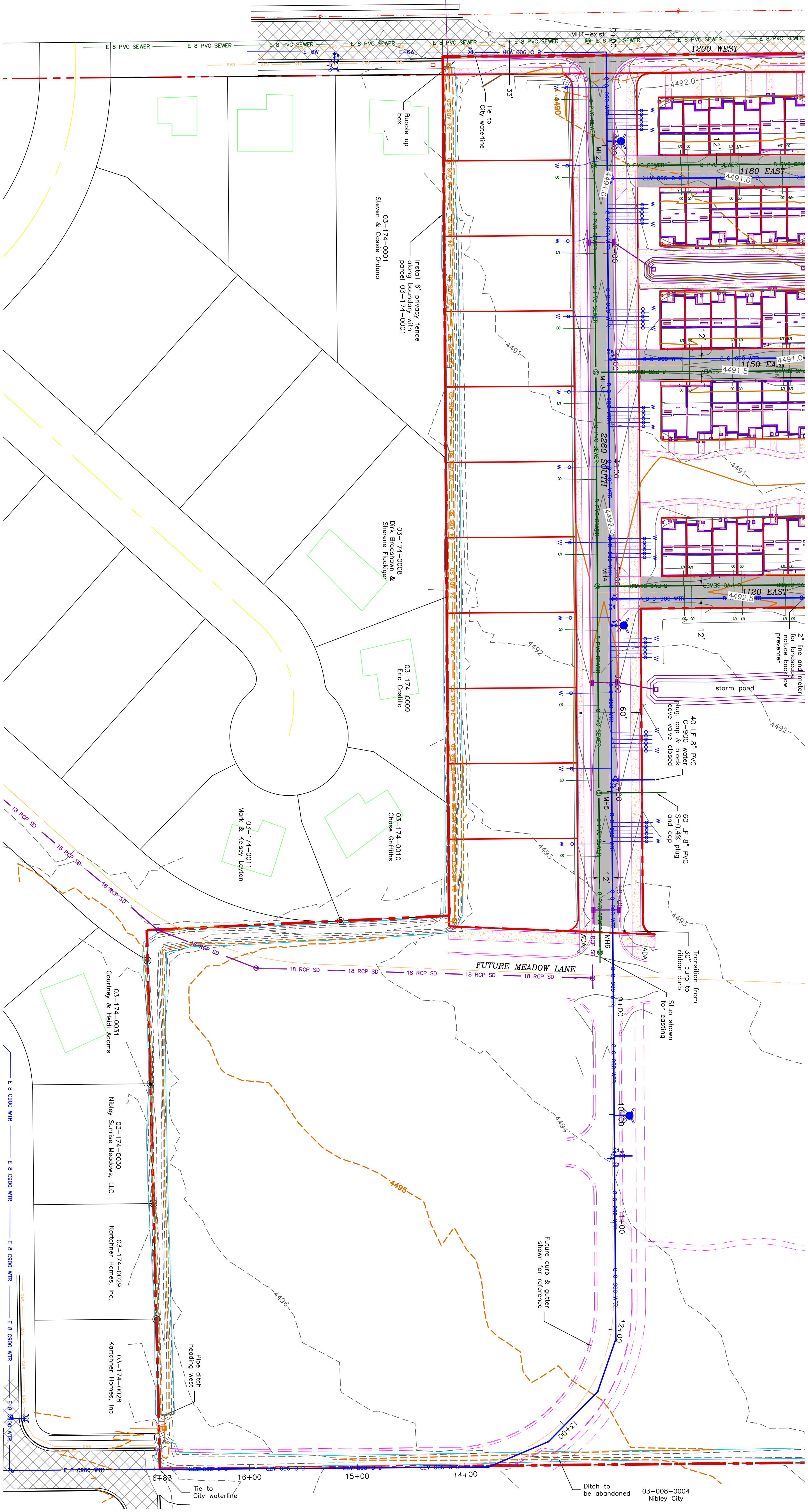
No.	REVIEWS/ SUBMISSIONS	DATE
REVIEWED :	DRAWN :	
CAD FILE :	PROJECT NO. :	

AE ALLIANCE CONSULTING
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LOGAN, UTAH 84321
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allianceclogan@yahoo.com



DATE : APRIL, 2020
DRAWING No. 2

FIREFLY ESTATES PHASE 1
2260 SOUTH STREET PGI



PROJECT TITLE

FIREFLY ESTATES PHASE 1

1150 WEST 2260 SOUTH
LOGAN, UTAH 84321

DRAWING TITLE

2260 SOUTH STREET PGI

No.	REVISIONS/ SUBMISSIONS	DATE

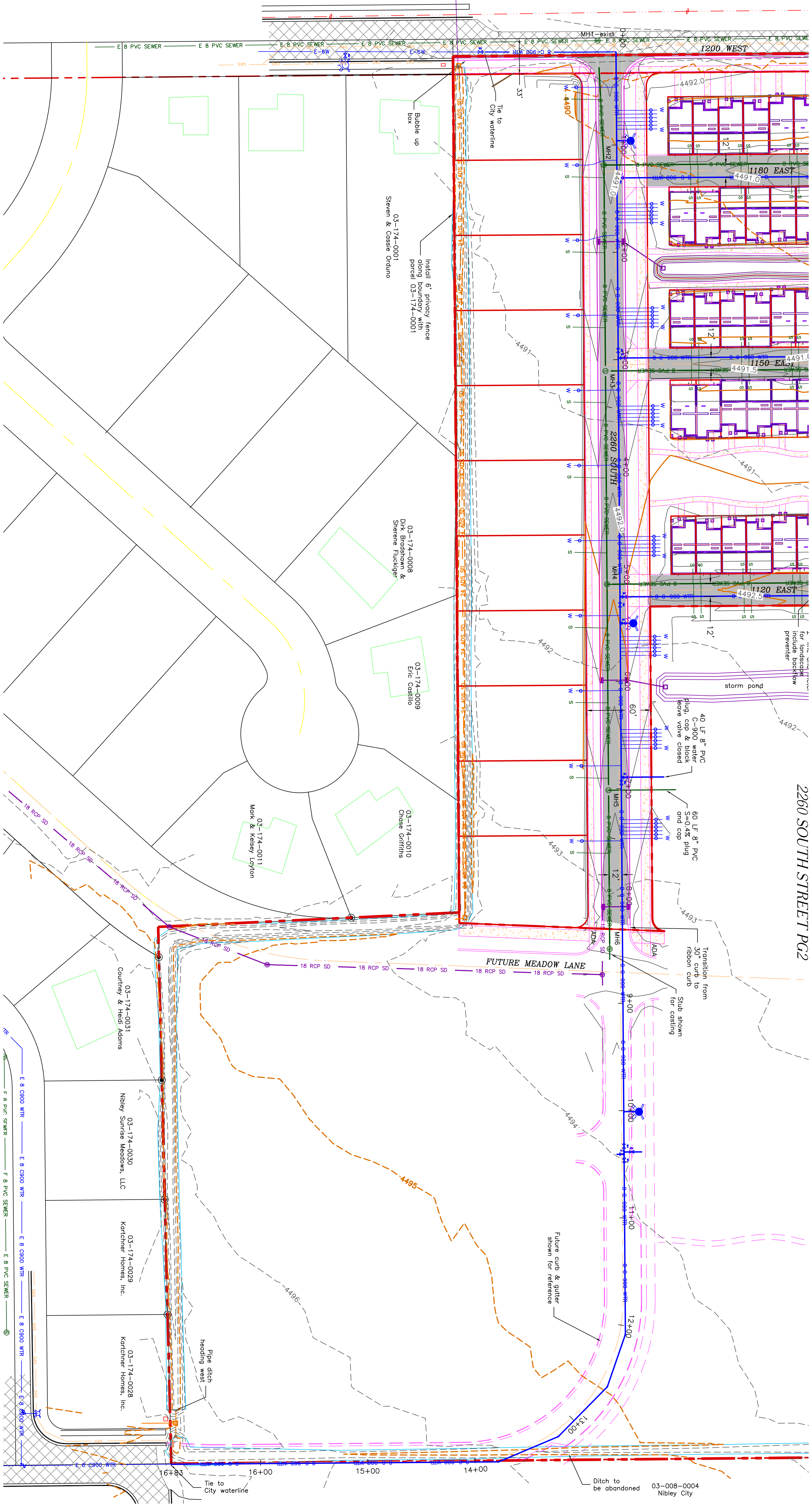
REVIEWED :	DRAWN :
CAD FILE :	PROJECT NO. :

OWNER:
RETURN DEVELOPMENT
CHRISTOPHER HUFFMAN(801)557-3170
ETHAN POPPLETON (435)760-6934
4505 S. WASATCH BLVD, STE 150
HOLLADAY, UTAH 84124

AE ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancelogan@yahoo.com

REGISTERED PROFESSIONAL ENGINEER
NO. 36864
MADE IN UTAH
DATE OF UTAH EXPIRATION
8/20-2020

2260 SOUTH STREET PG2



Profile view of 2280 South Street showing elevations, stationing, and proposed improvements. The drawing includes a vertical alignment with grades of 0.50%, 1.37%, 1.50%, 1.50%, and 1.00%. It shows a new 8-foot curb and gutter, a new 8-foot crosswalk with four bollards, and a new 8-foot curb. The existing road is shown in blue, and the proposed improvements are in red. The drawing is oriented vertically with stationing increasing from top to bottom.

Station	Elevation	Notes
8+00	4493.03	Existing ground
8+00	4493.028	Proposed curb and gutter
8+50	4493.23	Existing ground
8+50	4493.230	Proposed curb and gutter
9+00	4493.43	Existing ground
9+00	4493.434	Proposed curb and gutter
9+50	4493.59	Existing ground
9+50	4493.593	Proposed curb and gutter
10+00	4493.76	Existing ground
10+00	4493.758	Proposed curb and gutter
10+50	4494.02	Existing ground
10+50	4494.023	Proposed curb and gutter
11+00	4494.13	Existing ground
11+00	4494.128	Proposed curb and gutter
11+50	4494.36	Existing ground
11+50	4494.355	Proposed curb and gutter
12+00	4494.59	Existing ground
12+00	4494.585	Proposed curb and gutter
12+50	4494.87	Existing ground
12+50	4494.873	Proposed curb and gutter
13+00	4495.15	Existing ground
13+00	4495.153	Proposed curb and gutter
13+50	4495.75	Existing ground
13+50	4495.753	Proposed curb and gutter
14+00	4496.33	Existing ground
14+00	4496.333	Proposed curb and gutter
14+50	4496.56	Existing ground
14+50	4496.562	Proposed curb and gutter
15+00	4496.78	Existing ground
15+00	4496.785	Proposed curb and gutter
15+50	4497.15	Existing ground
15+50	4497.149	Proposed curb and gutter
16+00	4497.19	Existing ground
16+00	4497.192	Proposed curb and gutter
16+50	4497.00	Existing ground
16+50	4497.001	Proposed curb and gutter

LEGEND

	BOUNDARY LINE
	LOT LINE
	STREET CENTERLINE
	EXISTING GAS
	EXISTING POWER
	EXISTING FENCE
	EXISTING SEWER
	EXISTING PRESSURE SEWER
	PROPOSED SEWER
	PROPOSED 4" PVC SEWER LATERAL
	EXISTING WATER
	PROPOSED WATER
	PROPOSED 7/4" WATER SERVICE
	EXISTING STORM
	PROPOSED STORM
	EXISTING DITCH
	PROPOSED DITCH
	PROPOSED DITCH RE-ROUTE
	PROPOSED DITCH PRING
	EXIST NMR CONTOUR (1")
	EXIST MAR CONTOUR (5")
	PROPOSED MNR CONTOUR (1")
	PROPOSED MAR CONTOUR (5")
	EXISTING ASPHALT
	PROPOSED ASPHALT

SCALE: 1"=50' (24x36 PLAN SET)
SCALE: 1"=10' _VERTICAL

FIREFLY ESTATES PHASE 1

1150 WEST 2260 SOUTH
LOGAN, UTAH 84321

2260 SOUTH STREET PG2

[illegible]

OWNER:
RETURN DEVELOPMENT
CHRISTOPHER HUFFMAN(801)557-3170
ETHAN POPPLETON (435)760-6934
4505 S. WASATCH BLVD, STE 150
HOLLADAY, UTAH 84124

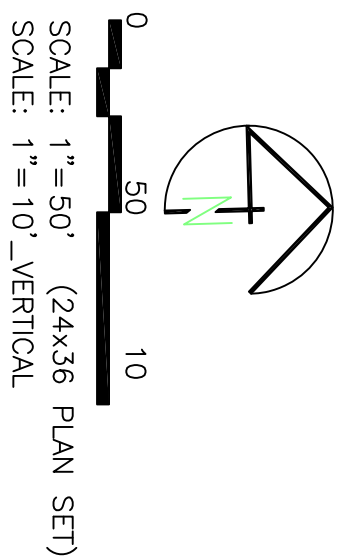
AE

ALLIANCE CONSULTING
ENGINEERS

150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancelogan@yahoo.com



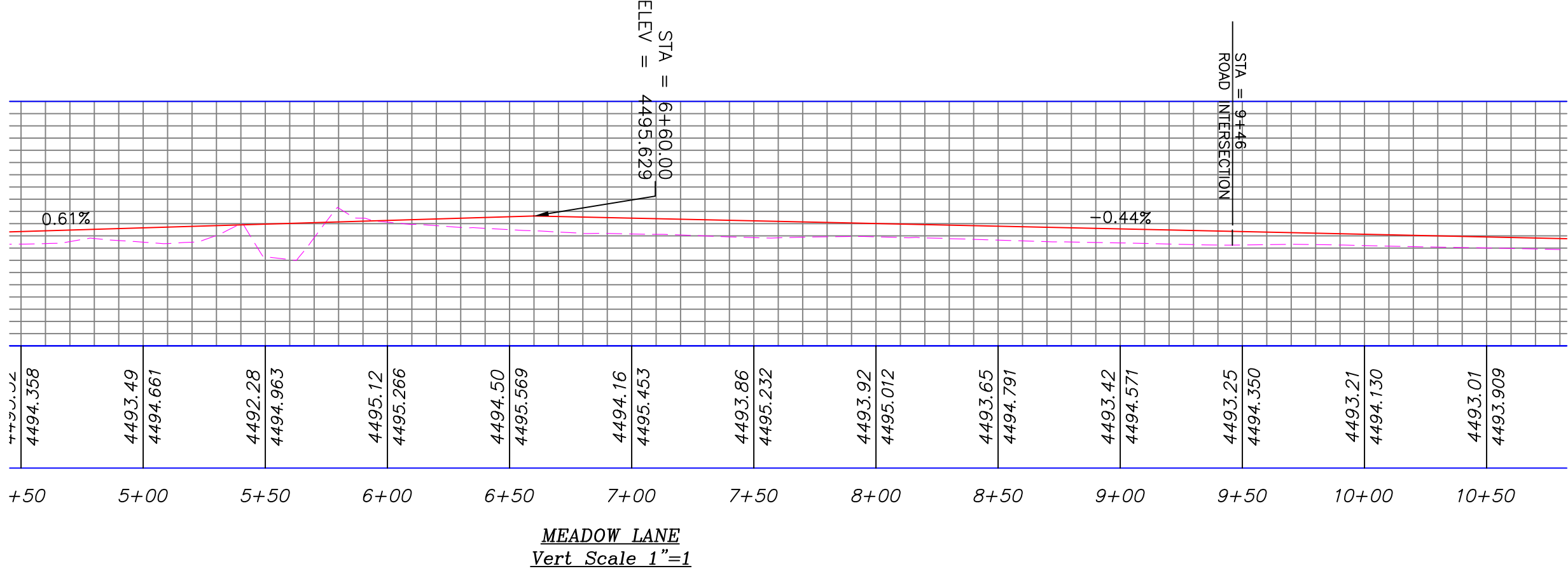
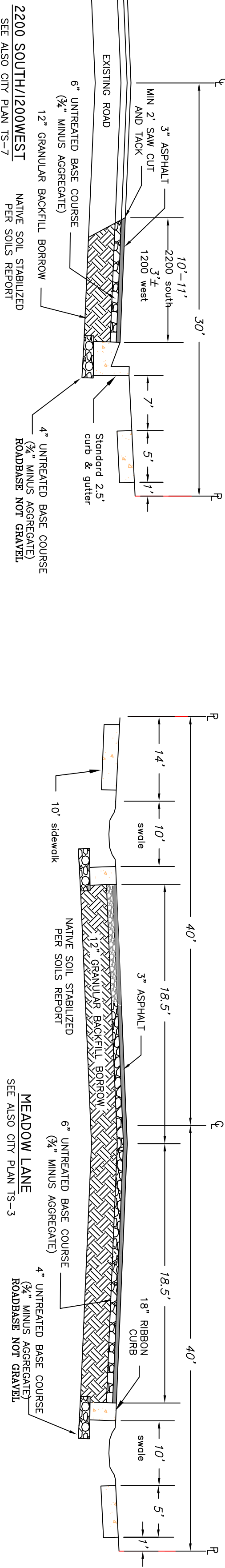
FIREFLY ESTATES PHASE I
MEADOW LANE



SCALE: 1"=50' (24x36 PLAN SET)
SCALE: 1"=10' VERTICAL

LEGEND

- BOUNDARY LINE
- LOT LINE
- STREET CENTERLINE
- EXISTING GAS
- EXISTING POWER
- EXISTING FENCE
- EXISTING PRESSURE SEWER
- EXISTING 4" PVC SEWER LATERAL
- EXISTING WATER
- EXISTING 3/4" WATER SERVICE
- EXISTING STORM
- EXISTING DITCH
- PROPOSED DITCH RE-ROUTE
- PROPOSED DITCH PIPING
- EXIST MNR CONTOUR (1')
- EXIST MNR CONTOUR (5')
- PROPOSED MNR CONTOUR (1')
- PROPOSED MNR CONTOUR (5')
- EXISTING ASPHALT
- PROPOSED ASPHALT



DATE: APRIL 2020
DRAWING NO. 5

PROJECT TITLE
FIREFLY ESTATES PHASE I
1150 WEST 2260 SOUTH
LOGAN, UTAH 84321

DRAWING TITLE
MEADOW LANE

No.	REVISIONS/ SUBMISSIONS	DATE

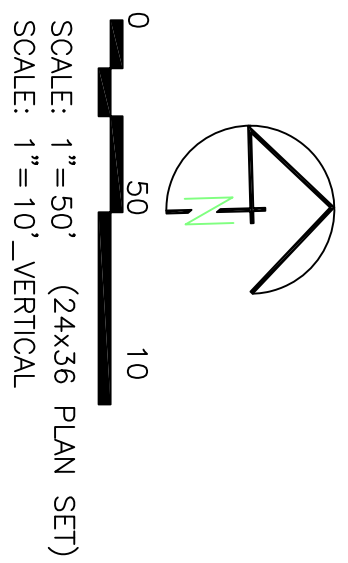
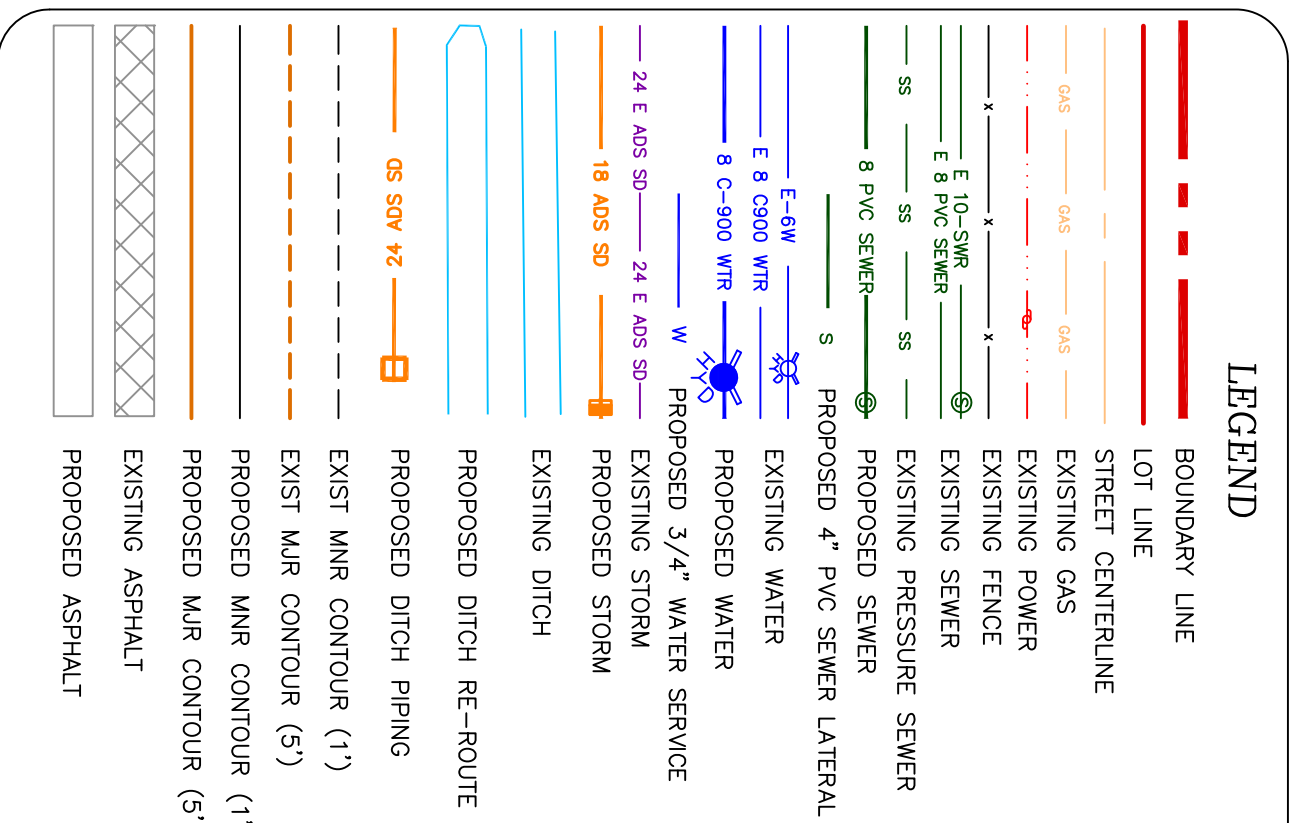
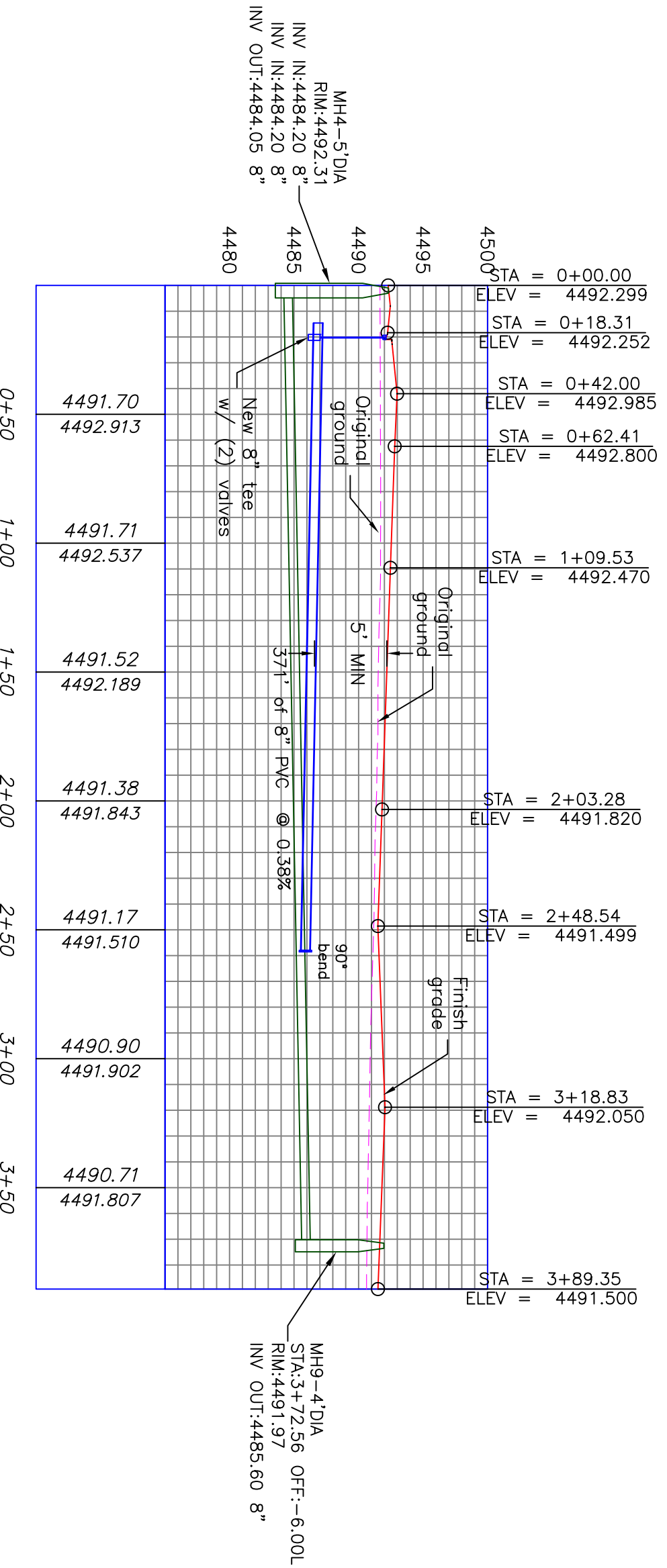
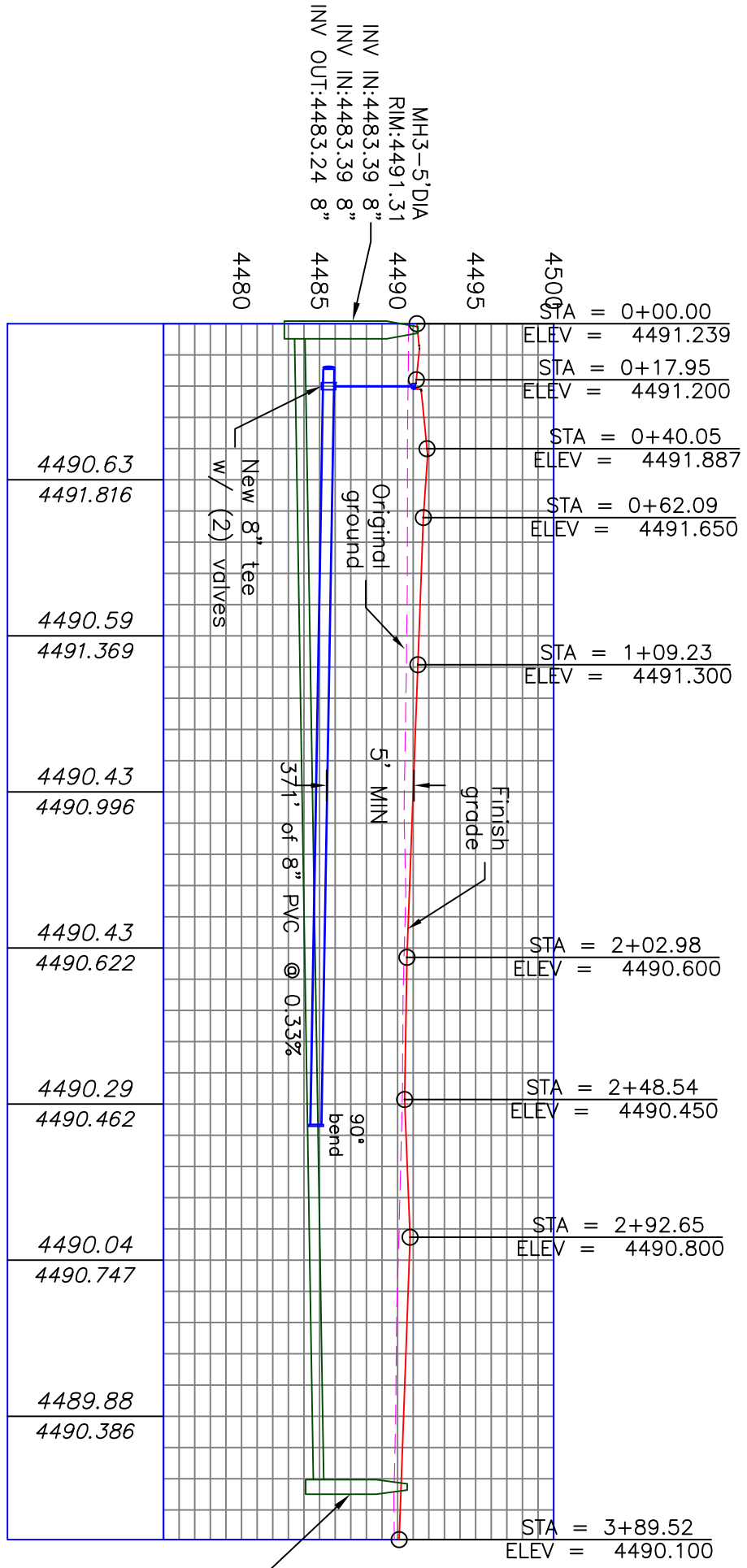
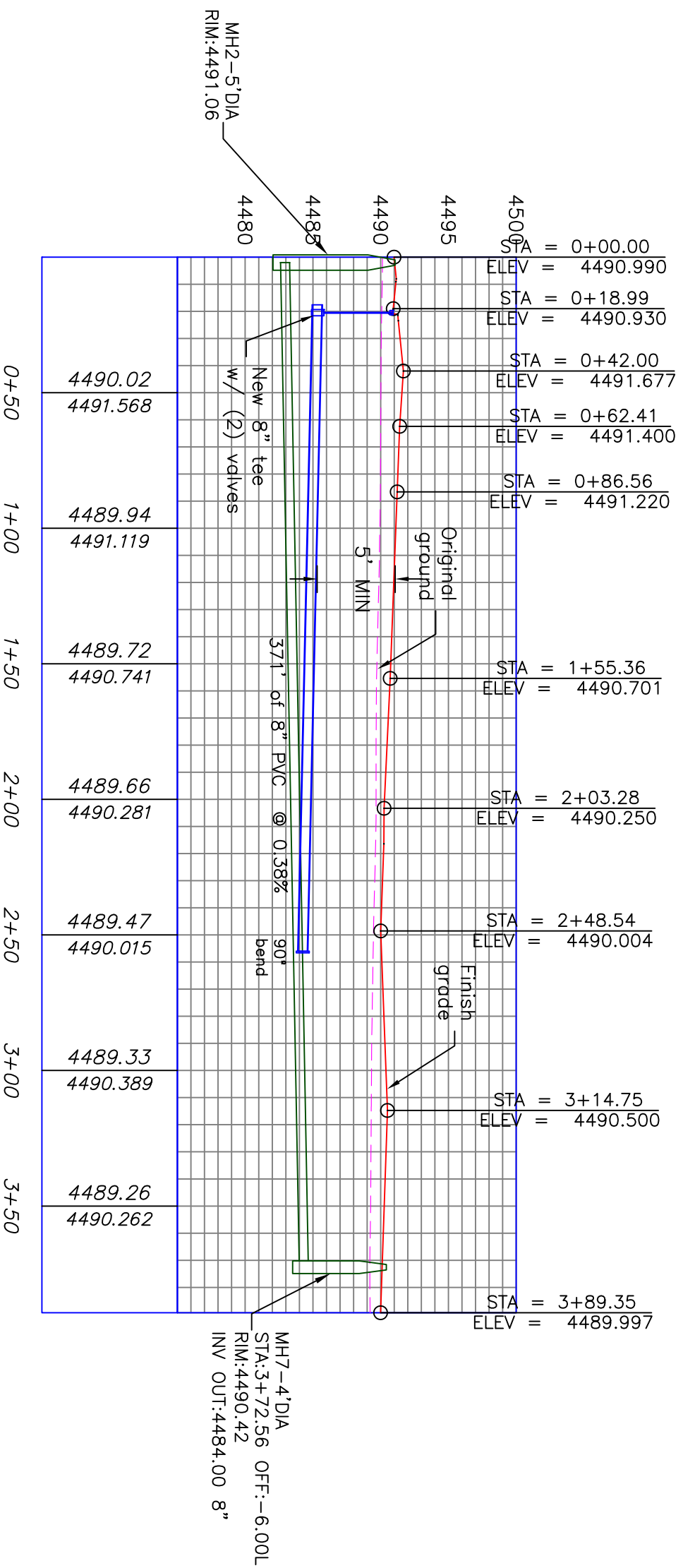
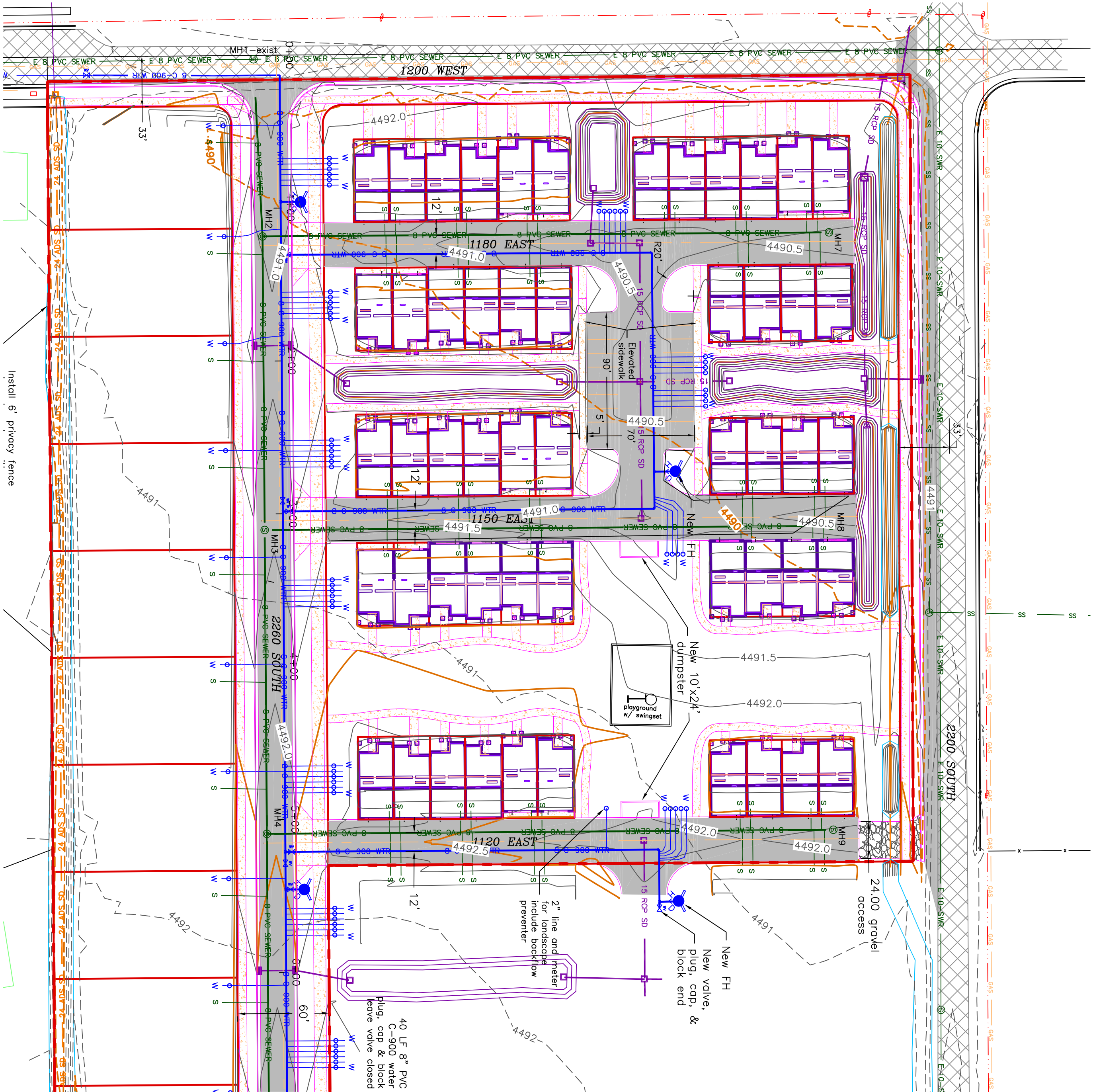
REVIEWED :	DRAWN :
CAD FILE :	PROJECT NO. :

OWNER:
RETURN DEVELOPMENT
CHRISTOPHER HUFFMAN(801)557-3170
ETHAN POPPLETON (435)760-6934
4505 S. WASATCH BLVD, STE 150
HOLLADAY, UTAH 84124

AE ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
allianceclogan@yahoo.com

REGISTERED PROFESSIONAL ENGINEER
NO. 39639
WORKING
DATE OF UTAH
3-29-2020

PRIVATE LANE CONSTRUCTION

[illegible]

OWNER:
RETURN DEVELOPMENT
CHRISTOPHER HUFFMAN(801)557-3170
ETHAN POPPLETON (435)760-6934
4505 S. WASATCH BLVD, STE 150
HOLLADAY, UTAH 84124

ACE ALLIANCE CONSULTING
ENGINEERS

150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancelogan@yahoo.com



PROJECT TITLE

FIREFLY ESTATES PHASE I

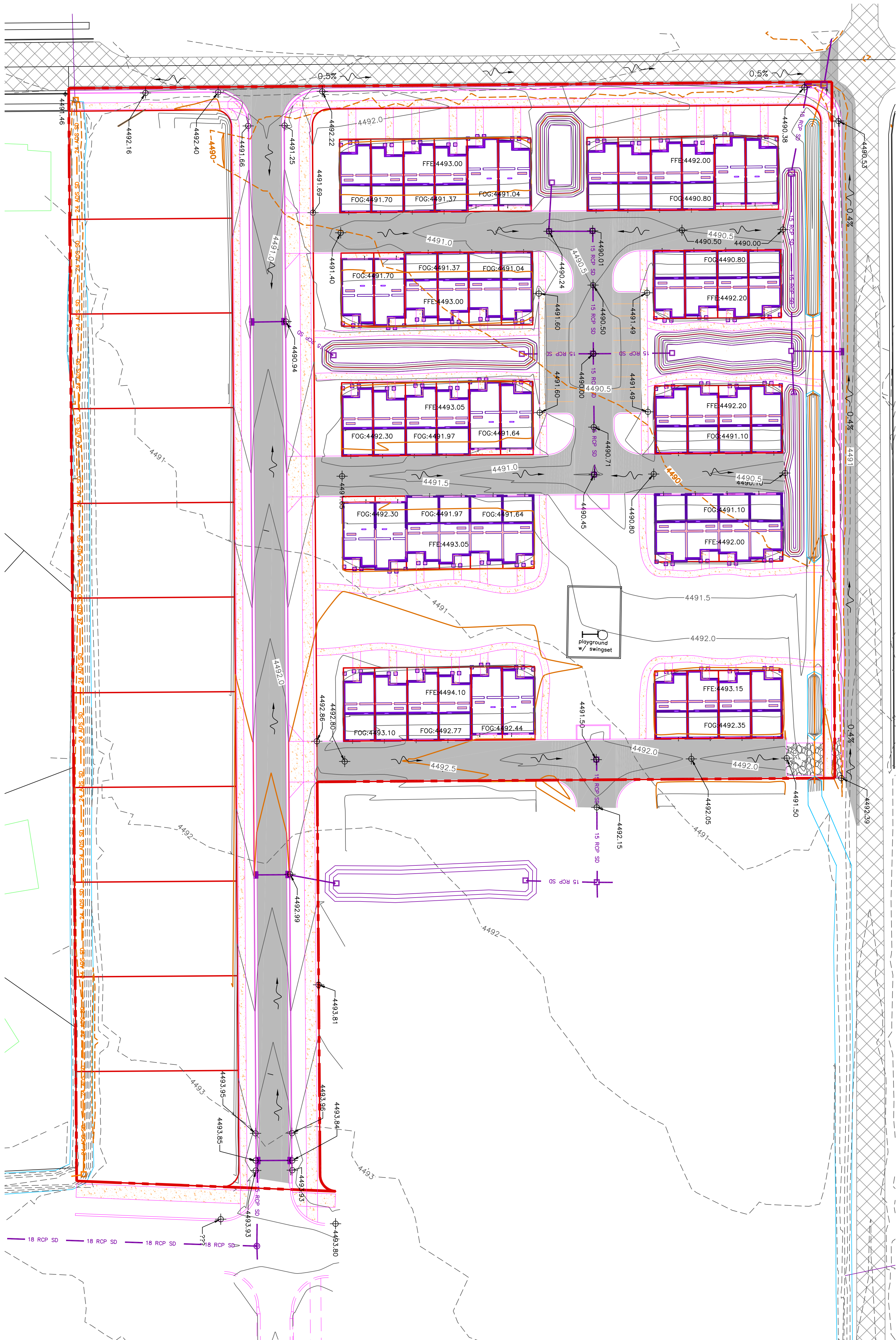
1150 WEST 2260 SOUTH
LOGAN, UTAH 84321

DRAWING TITLE

PRIVATE LANE CONSTRUCTION

DATE : APRIL, 2020
DRAWING No.

GRADING PLAN



LEGEND

- BOUNDARY LINE
- LOT LINE
- EXISTING FENCE
- EXISTING STORM
- PROPOSED STORM
- EXISTING DITCH
- PROPOSED DITCH RE-ROUTE
- EXIST MNR CONTOUR (1")
- EXIST MNR CONTOUR (5")
- PROPOSED MNR CONTOUR (1")
- PROPOSED MNR CONTOUR (5")
- EXISTING ASPHALT
- PROPOSED ASPHALT
- OS SOW 74
- 18 AOS SO
- 24 E AOS SO
- 24 E AOS SO

FIREFLY ESTATES PHASE I
1150 WEST 2260 SOUTH
LOGAN, UTAH 84321

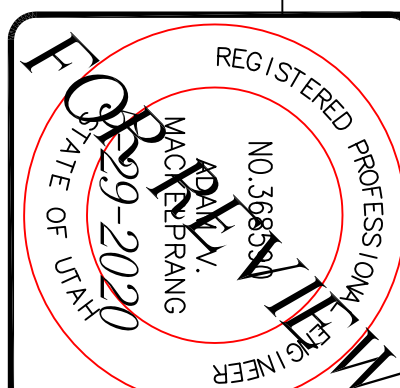
DRAWING TITLE

GRADING PLAN

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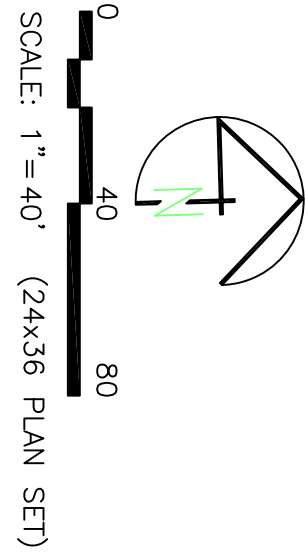
OWNER:
RETURN DEVELOPMENT
CHRISTOPHER HUFFMAN(801)557-3170
ETHAN POPPLETON (435)760-6934
4505 S. WASATCH BLVD, STE 150
HOLLADAY, UTAH 84124

ACE ALLIANCE CONSULTING
ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancecelogan@yahoo.com



FIREFLY ESTATES PHASE 1

DRAINAGE PLAN PG1

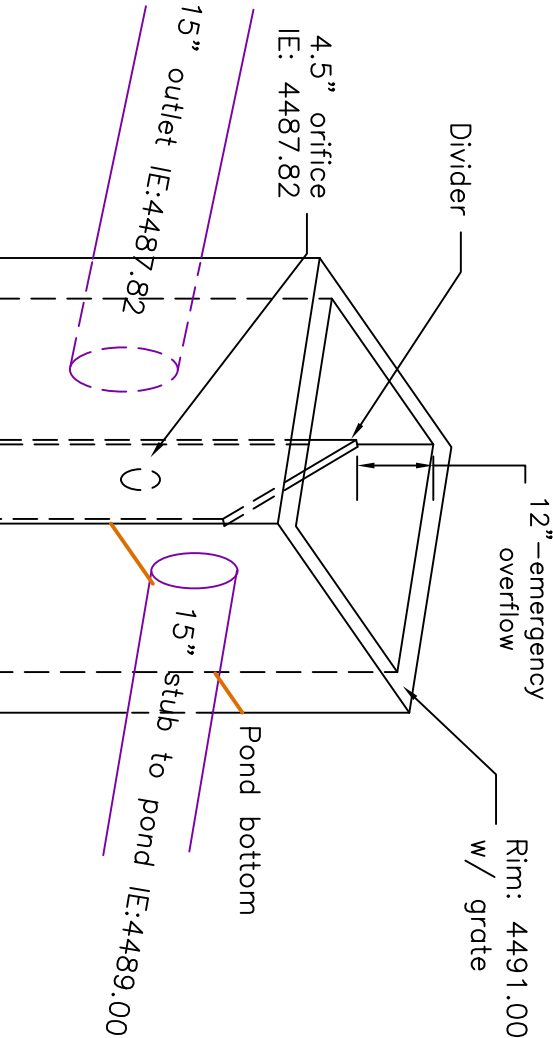


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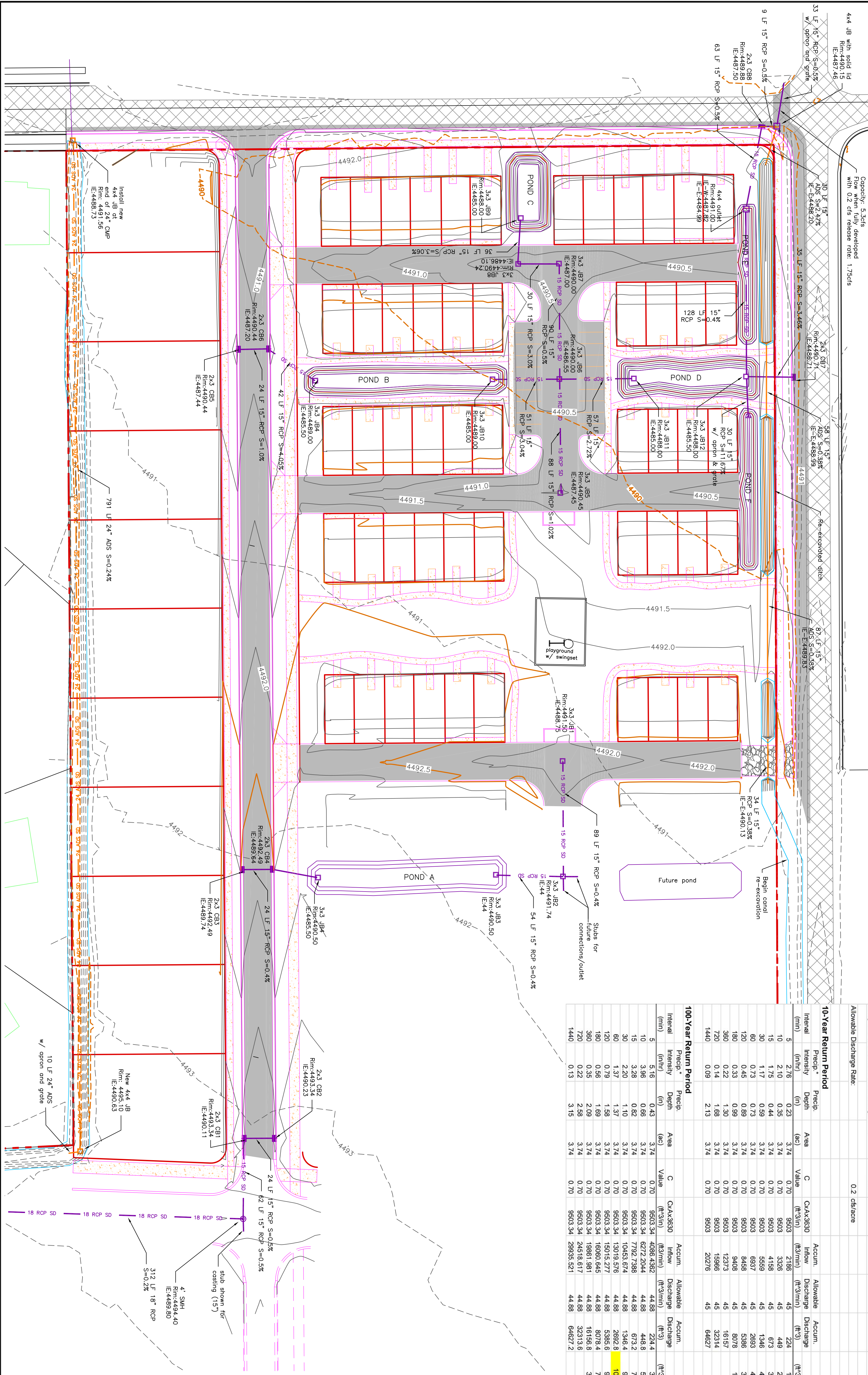
- BOUNDARY LINE
- LOT LINE
- 24" E AOS SD
- 24" E AOS SD
- 18" AOS SD
- 6" SDV 72"
- EXISTING DITCH
- PROPOSED DITCH
- PROPOSED DITCH RE-ROUTE
- EXIST MNR CONTOUR (1")
- EXIST MNR CONTOUR (5")
- PROPOSED MNR CONTOUR (1")
- PROPOSED MNR CONTOUR (5")
- EXISTING ASPHALT
- PROPOSED ASPHALT

POND CONSTRUCTION INFORMATION-ALL PONDS HAVE 1" FREEBOARD									
POND TOP ELEV.	AREA	EX. GROUND SLOPE	VOLUME						
A	4492.50	2	4492.20	3.1	2.609 CF				
B	4491.00	3	4489.40	3.1					
C	4491.00	3	4489.45	3.1					
D	4491.00	2	4489.40	3.1					
F	4491.00	2	4489.90	3.1	COMBINED-9.898CF				
VOLUME CALCULATION FOR AREA FOR POND B,C,D,E & F									
Drainage Area to Pond:		3.74 acres							
Weighted "C" value for Pond Drainage Area:		0.70							
Allowable Discharge Rate:		0.2 cfs/acre							
10-Year Return Period									
Interval (min)	Precip. Intensity (in/hr)	Precip. Depth (in)	Area (ac)	C	Cx(AxSx30) (ft ³ /min)	Accum. Inflow (ft ³ /min)	Allowable Discharge (ft ³ /min)	Accum. Discharge (ft ³)	Required Storage (ac-ft)
5	2.76	0.23	3.74	0.70	9503	2186	45	224	1961
10	2.10	0.35	3.74	0.70	9503	3326	45	449	2877
15	1.75	0.44	3.74	0.70	9503	4188	45	673	3465
30	1.17	0.59	3.74	0.70	9503	5559	45	1346	4213
60	0.73	0.73	3.74	0.70	9503	6937	45	2893	4245
120	0.45	0.89	3.74	0.70	9503	8498	45	5396	3072
180	0.33	0.99	3.74	0.70	9503	9408	45	8078	1330
360	0.22	1.30	3.74	0.70	9503	12373	45	16157	0
720	0.14	1.68	3.74	0.70	9503	15966	45	32314	0
1440	0.09	2.13	3.74	0.70	9503	20276	45	64627	0
100-Year Return Period									
Interval (min)	Precip. Intensity (in/hr)	Precip. Depth (in)	Area (ac)	C	Cx(AxSx30) (ft ³ /min)	Accum. Inflow (ft ³ /min)	Allowable Discharge (ft ³ /min)	Accum. Discharge (ft ³)	Required Storage (ac-ft)
5	5.16	0.43	3.74	0.70	9503.34	4086.4362	44.88	224.4	3662
10	3.96	0.66	3.74	0.70	9503.34	6272.2044	44.88	448.8	5623
15	3.28	0.92	3.74	0.70	9503.34	7792.7988	44.88	673.2	7120
30	2.20	1.10	3.74	0.70	9503.34	10453.674	44.88	1346.4	9107
60	1.37	1.37	3.74	0.70	9503.34	13019.576	44.88	2892.8	10327
120	0.79	1.58	3.74	0.70	9503.34	15015.277	44.88	5365.6	9630
180	0.56	1.69	3.74	0.70	9503.34	16060.545	44.88	8078.4	7962
360	0.35	2.09	3.74	0.70	9503.34	19861.981	44.88	16166.8	3705
720	0.22	2.58	3.74	0.70	9503.34	24518.617	44.88	32315.6	0
1440	0.13	3.15	3.74	0.70	9503.34	29935.921	44.88	64627.2	0

DITCH EXCAVATION DETAIL



4x4 OVERFLOW BOX



DATE : APRIL 2020
DRAWING NO. 00

PROJECT TITLE
FIREFLY ESTATES PHASE 1
1150 WEST 2260 SOUTH
LOGAN, UTAH 84321

DRAWING TITLE
DRAINAGE PLAN PG1

No.	REVISIONS/ SUBMISSIONS	DATE

REVIEWED :
CAD FILE :

DRAWN :
PROJECT NO. :

OWNER:
RETURN DEVELOPMENT
CHRISTOPHER HUFFMAN(801)557-3170
ETHAN POPPLETON (435)760-6934
4505 S. WASATCH BLVD, STE 150
HOLLADAY, UTAH 84124

ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
allianceclogan@yahoo.com

REGISTERED PROFESSIONAL ENGINEER
NO. 36858
MAJOR BRANCH
CIVIL
DATE OF LICENSE
03/29/2020

DRAINAGE PLAN PG2



SCALE: 1"=40' (24x36 PLAN SET)

LEGEND

	BOUNDARY LINE
	LOT LINE
	EXISTING STORM
	PROPOSED STORM
	EXISTING DITCH
	PROPOSED DITCH RE-ROUTE
	PROPOSED DITCH PIPING
	EXIST MNR CONTOUR (1")
	EXIST MNR CONTOUR (5")
	PROPOSED MNR CONTOUR (1")
	PROPOSED MNR CONTOUR (5")
	EXISTING ASPHALT
	PROPOSED ASPHALT

OWNER:
RETURN DEVELOPMENT
CHRISTOPHER HUFFMAN(801)557-3170
ETHAN POPPLETON (435)760-6934
4505 S. WASATCH BLVD, STE 150
HOLLADAY, UTAH 84124

ALLIANCE CONSULTING
ENGINEERS

150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancelogan@yahoo.com

No.	REVSIONS / SUBMISSIONS	DATE
REVIEWED :	DRAWN :	
CAD FILE :	PROJECT NO. :	

PROJECT TITLE

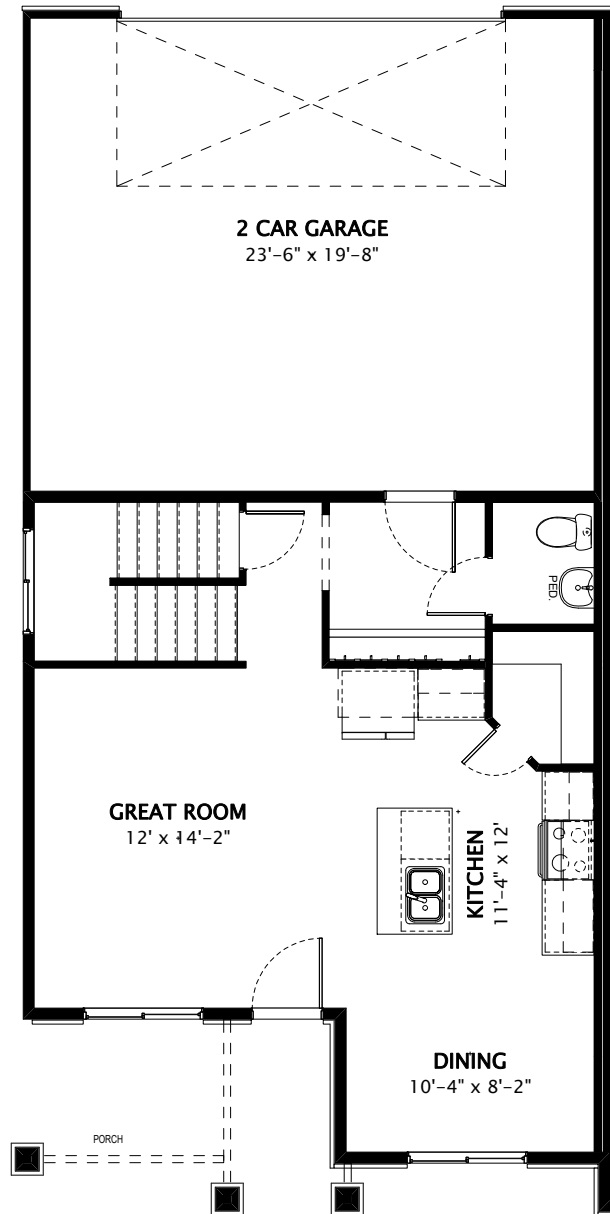
FIREFLY ESTATES PHASE I

1150 WEST 2260 SOUTH
LOGAN, UTAH 84321

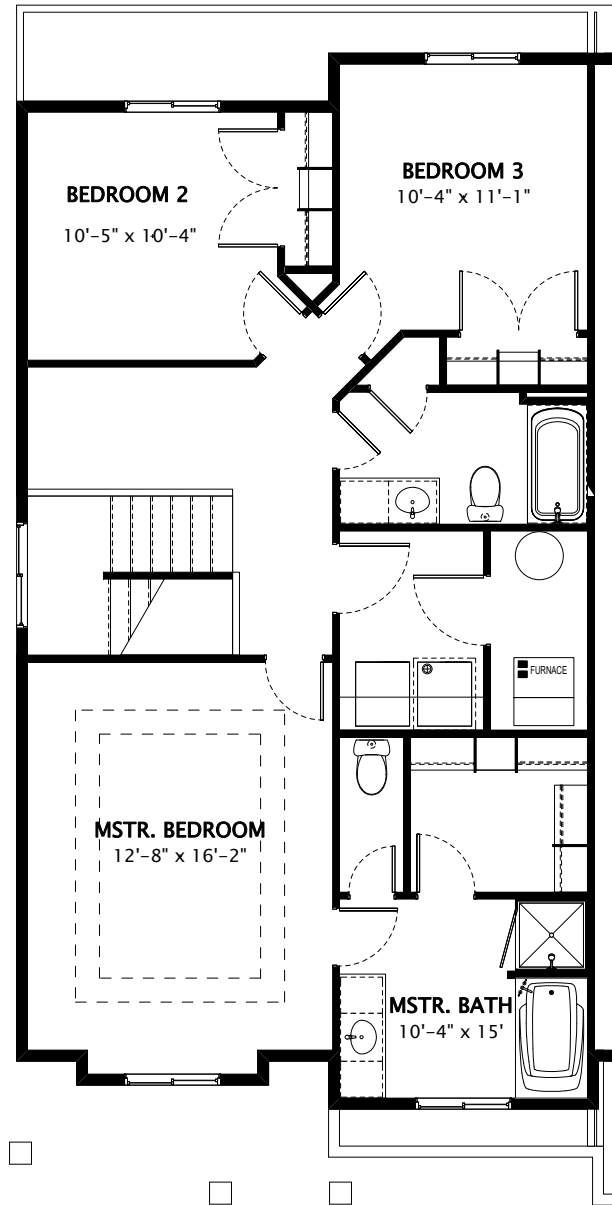
DRAWING TITLE

DRAINAGE PLAN PG2





OPTIONAL 2 BEDROOM NOT SHOWN





Part of Section 17, Township 11 North, Range 1 East of the Salt Lake Base and Meridian described as follows:

Commencing East Quarter Corner of said Section 17 monumented with a Brass Cap monument thence S 89°45'23" W 1324.79 feet; thence S00°32'49"E 33.00 feet to the POINT OF BEGINNING and running

thence S 00°32'49" E 446.90 feet;

thence Northwesterly, a distance of 175.42 feet along a non tangent curve to the left of which the radius point lies S 54°30'13" W, with a radius of 183.00 feet, having a central angle of 54°55'22" and a chord that bears N 62°57'28" W 168.78 feet;

thence S 89°34'51" W 40.23 feet;

thence North 369.65 feet;

thence N 89°45'23" E 186.30 feet to the point of beginning, containing 1.67 acres, more or less.

When recorded, mail to:

Insert Address

Affects Parcel No(s): 03-008-0001

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 10 day of JUNE, 2020, by and between NIBLEY, a Utah municipal corporation ("City"), and RETURN DEVELOPMENT LLC, a OWNER ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within its boundaries as a Municipal Separate Storm Sewer System ("MS4"), as set forth in the Nibley City Stormwater Ordinance, Title 15, Chapter 10 of the Nibley City Code, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann. §§ 19-5-101, et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder and,

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long Term Stormwater Management Plan and,

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long Term Stormwater Management Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, perform all work necessary to adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all system and appurtenances built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions at the level of service required by the Act, the Ordinance, and the Long Term Stormwater Management Plan.

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as

designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.

Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Long Term Stormwater Management Plan.

Section 5

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City may send Owner written notice of the defects or deficiencies and shall provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed on the County Tax Assessor. If the Owner has not cured such defects or deficiencies within the timeframe provided, the City may provide Owner with a final notice requiring Owner to cure the defects or deficiencies within thirty (30) days or be subject to corrective action as provided in Section 7. The City may extend any cure period(s) if the City finds good cause to do so in the City's sole discretion without waiving any of the City's rights under this Agreement.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes, or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period(s) to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved. Such repairs, changes, or modifications shall include all work and damages that result from the City's corrective action(s) described in Section 7. The Owner shall inform the City in writing that it has completed the repairs, changes, or modifications to the Stormwater Facilities required by the City and shall request the City inspect the Stormwater Facilities in order to discharge the notice(s) of deficiencies.

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, after due notice and failure to cure as provided in Sections 5 and 6, , the City may take any or all of the following corrective actions: issue a citation punishable as a misdemeanor in addition to any State or EPA fine; disconnect the facility storm drain connection; withhold or revoke other land use approvals or permits; or undertake to maintain or repair the Stormwater Facilities subject to Owner's reimbursement of the City. It is expressly understood and agreed that the City is under no obligation to maintain or

repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system or the City's maintenance or repair of the Stormwater Facilities, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments. Such costs may be imposed as a lien upon the Property.

Section 9

Successor and Assigns. This Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

Section 10

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

Section 11

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with

its obligations under this agreement relating to the Stormwater Facilities and the City's responsive corrective actions.

Section 13

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Salt Lake County Recorder's Office.

Section 14

Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

Section 15

No Waiver of Rights. The rights and obligations set forth herein may not be waived except to the extent specifically waived in writing. No delay or failure by the City to exercise any right under this Agreement or to insist upon strict compliance with the terms of this Agreement, and no partial or single exercise of any right, shall constitute a waiver of any rights or obligations set forth in this Agreement.

Section 16

Attorney Fees. Both Parties agree to pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings before the City or another administrative body, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement shall be entitled to recover its reasonable attorney fees, costs, and expenses of such proceedings.

Section 17

Exhibit B. The Long Term Stormwater Management Plan must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City _____ and amended into the Long Term Stormwater Management Plan on file with the _____ City recorder.

LONG-TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 10 day of JUNE 20 20.

PROPERTY OWNER

By: [Signature] Title: Co-owner

By: _____ Title: _____

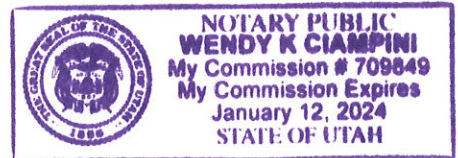
STATE OF UTAH)

:ss.

COUNTY OF Cache)

The above instrument was acknowledged before me by Ethan Popperton, this 10 day of June, 20 20.

Notary Public
Residing in: Wgan. UT
My commission expires: 1/12/2024



CITY

By: _____ Date: _____
Mayor _____

Attest: _____
City Recorder

STATE OF UTAH)

:ss.

COUNTY OF _____)

The above instrument was acknowledged before me by _____, this _____ day of _____, 20____.

Notary Public
Residing in: _____
My commission expires: _____

LTSWMP _____

LONG-TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 10TH day of JUNE 2020.

PROPERTY OWNER

PROPERTY OWNER
By: CHRISTOPHER HUFFMAN Title: Co-Owner

By: _____ Title: _____

STATE OF UTAH)

:SS.

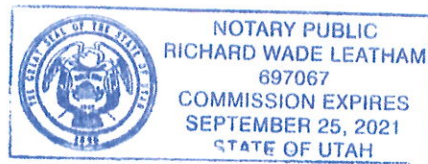
COUNTY OF)

The above instrument was acknowledged before me by Christopher Hoffman, this 10 day of June, 2020.

Richard Leatham
Notary Public

Residing in: Salt Lake

My commission expires: 09.25.2021



CITY

By: _____ Date: _____
Mayor _____

Attest: _____
City Recorder

STATE OF UTAH)

:SS.

COUNTY OF)

The above instrument was acknowledged before me by _____, this _____ day
of _____, 20_____.

Notary Public

Residing in:

My commission expires:

LTSWMP

Attachments:

Exhibit A: Legal Description

Exhibit B: Long-Term Stormwater Management Plan; Filed with _____ City
Recorder

Agenda Item #10

Description	Discussion & Consideration – Ordinance 20-07: Residential Planned Unit Development Overlay Zone and Development Agreement for Nibley Meadows, located at approximately 1000 W and 3200 S. Proposing 273 units on 54.6 acres (Third Reading)
Department	Planning
Presenter	Levi Roberts, City Planner
Recommendation	Make a motion to approve Ordinance 20-07: Residential Planned Unit Development Overlay Zone and Development Agreement for Nibley Meadows, located at approximately 1000 W and 3200 S. Proposing 273 units on 54.6 acres.
Reviewed By	Mayor, City Manager, City Planner, Public Works Director, City Engineer

Background:

Nibley City Code 19.32 established the Residential Planned Unit Development, Overlay Zone. NCC 19.32.010 states the following:

19.32.010 Purpose And Intent

1. Intent: This section provides enabling authority and standards for the review and approval of applications for Residential Planned Unit Developments (R-PUD's). The intent of this ordinance is to provide an alternative to traditional subdivision design by encouraging innovation and offering some flexibility in the design of residential developments, which may incorporate the permanent preservation of amenities, agricultural lands and other valuable natural and cultural resources, as well as providing a variety of amenities for the enjoyment and benefit of the citizens of Nibley.

2. *Purpose: An R-PUD is an overlay rezone. That is, applicants apply for the overlay to be applied, allowing them to receive the density outlined herein in exchange for public amenities, all while retaining the original zoning of the property. The Planning Commission and City Council may approve, deny or approve the R-PUD with conditions, and no applicant has any entitlement to the approval of an R-PUD.*

Unlike other developments and subdivisions, the applicant does not have a right to the density as listed in the overlay zone unless approved by the City. Therefore, the City Council should evaluate the application on two grounds.

1. Legislative: Is this a good location and design for an R-PUD?
2. Administrative: Does the Application meet the R-PUD, zoning, and subdivision requirements?

[Nibley City Code 19.32.70](#) lists the following for consideration for an R-PUD:

D. R-PUD Considerations: In approving with conditions, denying or approving an R-PUD proposal, the Planning Commission and City Council shall consider the following in addition to all other considerations required by law:

1. *Design of Buildings: The architectural design of buildings and their relationship on the site and their relationship to development beyond the boundaries of the development.*
2. *Streets and Parking: Which streets shall be public, and which shall be private, the entrances and exits to the development, and the provisions for internal and external traffic circulation and off-street parking.*
3. *Type, Size, and Location of amenities.*
4. *Landscaping and Screening: The landscaping and screening as related to the several uses within the development and as a means of its integration into its surroundings.*
5. *Signs: The size, location, design and nature of signs, if any, and the intensity and direction or area of floodlighting.*
6. *Ability to Complete Project: The demonstrated ability of the proponents of the R-PUD to financially carry out the proposed project under total or phase development proposals within the time limit established.*
7. *Criteria for Issuing Conditional Use Permit: Criteria used in NCC 19.28 of this title.*

The Planning Commission is a recommending body for an R-PUD, while the City Council is the land-use authority. The Planning Commission has made a positive recommendation of the original proposed layout with amenities that meet the requirements.

During the March 26 City Council meeting, City Council members expressed concerns with the design of the development, including the stark segregation of housing types and lack of variety of housing lot sizes. The applicant provided an updated design at the June 11 meeting, which provided more integration of townhomes and single family homes, with several townhomes and single-family homes sharing blocks and streets, and a wider range of lot sizes for single-family homes. **The Council further expressed concerns at the June 11 meeting, including that they would like to consider a lower ratio of townhomes to single family homes. The applicant updated the design further to address these comments. The following considerations reflect the updated concept plan.**

Design of Buildings

NCC 19.32.080 provides the following architectural design standards for townhomes, condominiums and patio homes:

General Design Concepts. New development shall be designed for its specific context within Nibley City. Developments shall possess a similar design theme, and the site shall be designed such that the overall development is cohesive. Building architecture, exterior materials, and colors shall coordinate.

All facades shall include architectural treatments to provide visual interest and to differentiate individual units. These design standards shall be applicable to all sides of a building, with each façade (front, rear, and side) being required to meet the terms of this Section.

Building Materials. The majority of each façade (51% or more of the wall area excluding windows and doors) shall be constructed of the following hard surface building materials: brick, stone, stucco, treated or split face decorative block (CMU), fiber cement siding, concrete, composite siding, or other durable building material as approved by the City Council. EIFS or untreated concrete block (CMU) may be allowed as an accent or secondary material only. The Planning Commission may approve metal as an exterior building material and as a primary material on a case-by-case basis if an applicant can show that the type of metal is of a high grade and provides architectural quality to a building.

Vertical Separation. Buildings in excess of one (1) story in height shall exhibit architectural detailing that establishes a vertical separation between lower and upper stories. This may be accomplished by a mid-façade cornice or trim, a change in material, style or color, a façade step-back or roof pitch with dormer windows, or other methods

Building Entrances. Building entrances shall have porches and shall be oriented toward the street or an open space area and provide connecting pedestrian access between the street, parking or open space areas.

Variation. Townhome dwellings units shall be designed with architectural wall variations spaced at intervals of thirty (30) to fifty (50) feet in linear width, depending on the size of the building. The following architectural features shall be incorporated into the design of the building:

Change in building materials;

- a. Building projections measuring at least twelve (12) inches in depth based on the scale of the proposed building;*
- b. Awnings and lighting, or another architectural variation as approved on a case-by-case basis that creates visual interest.*

Garages. Townhomes shall be designed oriented toward exterior public roads with rear loading garages accessed by a paved parking area or alleyway, except along Highway 165 and 89/91 as approved. Rear loading garages are highly encouraged for townhomes located on interior project roads with units oriented toward a road or common courtyard area. Front loading garages may be allowed for townhomes that do not have any portion of the building adjacent to a current or planned public road or street outside of the development. Multiple unit structures shall have garages incorporated into the primary structure. At least fifty percent (50%) of units shall contain a two-car garage. Detached garages are prohibited in R-PUDs

The applicant has submitted architectural renderings for the proposed townhomes that appear to meet the standards of this ordinance. The proposed building facade includes a combination of brick veneer, stucco and vinyl siding material. Approximately 72% of building materials for front façade are of hard surface, with 79% of the rear façade of hard surface. The design of the façade includes vertical separation elements, including changes in material, roof pitch and façade step back elements. Based upon the updated concept plan, building entrances are oriented toward open space for the majority of the

townhomes, with some facing toward public streets. Rear loading garages will be provided and the applicant has indicated that all units will have 2-car garages.

Zoning

As displayed in the table below, the general lot sizes, open space, parking, density, and other general zoning requirements are met for an R-PUD.

	R-PUD Requirements	Nibley Meadows
Listed on R-PUD Application Map	Parcels need to be listed on the map	Yes
Total Gross Acres	N/A	54.602
Net Developable Acres	N/A	43.7
Total Open Space Land	35%(15.29 Acres)	45.7% (19.98 Acres)
Units Per Net Developable Acre	12 Max Units	6.25 Units
Min Lot Size for Single Family Lots	4,500 sq. ft.	4,500 sq. ft.
Total Lots	Max of 524 Unit	273 Units
Single Family Town Home Mix	20%/80%	44%/56% (120 Single Family and 153 Townhomes)

Total Park Space Required	6.5 acres with 3 Playground, 2 swing sets, 2 sport courts or fields, 2 pavilions, 2 of either clubhouse, pool, or splash pad.	14.91 acres with 3 Playgrounds, 2 swing sets, 2 sport courts, 3 pavilion, 1 clubhouse 1 pool.
Parking (Townhomes)	2 spaces for each unit (306), and one guest parking for every 3 units (51)	418 garage spaces and 52 guest parking spaces

Surrounding Zoning and Land Use

Most of the surrounding land use is currently undeveloped with R-2 zoning, and most land in agricultural use. There is a residential development along 1000 W and Heritage Elementary School to the north, and a single-family home located adjacent to the northwest of the project. These homes are buffered by an arterial roadway (3200 S).

In the version recommended by the Planning Commission, there is open space adjacent to a single-family lot, and a 66-foot right-of-way. The Open Space did not appear to provide a sufficient buffer for the single-family home as required below:

19.32.040 Area and Density Regulations

C. A proposed R-PUD adjacent to existing single-family homes must place single-family homes adjacent to the established single-family homes unless otherwise buffered by an arterial roadway or 300-foot width of open space including a landscaped Buffer as defined within this chapter.

The updated concept plan appears to meet this standard. It proposes to border the development with single family homes or open space along the vast majority of the perimeter. There are proposed townhomes along a small portion of the perimeter, but they are adjacent to vacant agricultural land.

Utilities

Nibley City Public Works Director and the City Engineer have reviewed the proposed number of units and have determined that the utility lines in the area are able to support the development. The applicant will need to have a few larger lines as shown on the

R-PUD concept plan. If approved, the applicant will need to submit a more detailed utility design with preliminary plats and construction drawings. The alignment of the water and sewer line on the south side of the parcels are being realigned.

Sensitive Lands and Canal

There are no sensitive lands contained within the proposed development. There are a few canals, but most of the canals are small ditches used to water the property. There is a canal that runs along the northern boundary that is adjacent or goes through open space.

Streets and Parking

Nibley City Street Master Plan: Section of the proposed area

The applicant has turned in a proposed street layout for the development, including a network of private and public streets and has described proposed cross sections of streets. Staff has reviewed the general road layout and has found it complies with the Transportation Master Plan.

Staff had some concerns about connectivity within the development with previous versions. Namely, a connection from 900 W and 1000 W. The applicant originally proposed a couple of private roadway connections between the two roads.

The updated proposed street layout provides for better connectivity and circulation for the area. There was a concern expressed previously that the majority of the traffic would be funneled into the 1000 W 3200 S intersection, near Heritage Elementary. With the new design, much of the west bound traffic would access 3200 south via 1200 west, which is slated to have a round-about improvement in the near term that can better accommodate the traffic at that intersection.

An additional recommendation of Staff is to provide a stub road to connect to future development to the south of the project.

NCC 19.32.080 B-3-e states:

Developments shall provide a pedestrian access to the development border at intervals at a minimum of 660 feet unless expressly prohibited by conflicting with previously developed subdivisions or land use as determined by the land use authority. These access points shall be aligned with other trail systems, street right-of-way, or amenities

and shall match the layout and size of the connection. A connection shall contain a minimum of eight ft (8') sidewalk.

The development appears to meet this standard and provides several trail and sidewalk connections, with several connections to existing and future development proposed. Staff proposes an additional pedestrian connection directly to Heritage Elementary on the northeast side of the project to provide better connectivity and safety for students connecting to the school.

Traffic Study

The applicant has conducted a traffic study to help determine any other traffic needs or additional improvements to 3200 S and 1200 W, and will design any needed improvements to the preliminary plats and construction drawings. The full traffic study is under review by the City Engineer and other staff.

Open Space, Trails, and Maintenance Plan

The applicant has submitted a general open space plan which includes parks, green space, trails, and buffer areas, which has been updated from the original version. They are proposing that a total of 45.7% of the net developable area be maintained as green space, exceeding the standard of NCC 19.32.050. There was a concern that, although, the ordinance allows for park strips and other features in the public right-of-way can count toward the open space, there should be sufficient usable open space outside of this. The proposed concept plan indicates that open space, excluding sidewalks and park strips, is 39.6% of total area within the development. Therefore, the standard is met without including those features.

The plan is that the majority of the green space be owned and maintained by a homeowners association, with some trails and even park space being dedicated to Nibley City. The applicant also has sufficient park space as required by [Nibley City Code 19.32.050 Open Space Amenities](#). The applicant will need to provide an additional playground and pavilion as required by the same code listed above. The City will need to consider the overall phasing of the project to ensure that park space is phased in a proportion of the development.

The applicant has indicated that the park on 1200 W could be dedicated as a public park. There are a few things to consider if that space should be a public park:

[Nibley City Code 19.32.020 Definitions and Standards:](#)

Public Park: A publicly-owned tract of land landscaped and developed for the general public. Public Parks, as defined for R-PUD, must contain at least one amenity as defined herein. Public Parks must contain one (1) tree for every 1,000 sq. ft. and 60% of the area must be planted with sod. All landscaping must meet Nibley City Standards. Sod and tree requirement may be altered for approved, sport courts/fields, swimming pools, splash pads, covered pavilions or other approved recreation uses. Public Parks shall be placed on the border of each development so that it may easily be accessed by the community as a whole. Each public park must contain a public bathroom.

The Applicant has stated that if the City Council would like that area to be a public park, that they would be open to what improvements needed to be made on the property. As the proposed is located on 1200 West, a minor arterial road, Staff proposes additional screening from traffic, such as a berm or additional trees. Public park space must be approved by the City Council. All other amenities will be maintained by a local homeowners association.

The applicant has also included all trails as shown on Nibley's Trail Master Plan (attached). The Trail Master plan shows that the 1100 W right-of-way should be turned into trail space. The applicant has shown the trail space following along 1100 W right-of-way. Staff has recommended that the single-family homes located on the very south be connected to the rest of the development with a trail along 1100 W.

Planning Commission Review

The Planning Commission recommended that the developer make a few changes from the original application. One of the Planning Commission's main concerns was traffic flow within the development. The original application had a majority of the traffic funneled onto 3200 S and 1000 W. With that concern, the roads were laid out to get most of the proposed traffic onto 1200 W. The Planning Commission also requested that the different housing types be grouped together. This caused the single-family homes to be mostly grouped in the south of the property.

The Planning Commission also recommended pulling the townhomes along 3200 S farther back to around 40 feet to provide a further buffer from 3200 S and the Heritage Elementary School.

The Planning Commission gave a positive recommendation on the application presented with a three to one vote.

Recommended Findings

1. The applicant meets the site development standards of NCC 19.32 for R-PUD applications
2. Proposed development during Preliminary Plat and Final Plat approval shall not substantially deviate from the concept plan
3. A Traffic Impact Study has been completed for the project, indicating that traffic conditions will not increase beyond the City's standard
4. The applicant has demonstrated ability to complete the project
5. Consider an additional stub road between 1000 and 1100 West to connect to future development to the south
6. Consider adding an additional pedestrian connection to the northeast directly to Heritage Elementary

Other Considerations

1. Open space construction and phasing of the project.
2. Park Space: City ownership of the park space on 1200 W

ORDINANCE 20-07

**RESIDENTIAL PLANNED UNIT DEVELOPMENT OVERLAY ZONE
APPLICATION AND DEVELOPMENT AGREEMENT FOR THE PROPOSED NIBLEY
MEADOWS RESIDENTIAL PLANNED UNIT DEVELOPMENT**

WHEREAS, Nibley City's Moderate Income Housing Plan encourages development of greater diversity of housing types; and

WHEREAS, the City Council created the Residential Planned Unit Overlay Zone to allow a greater diversity of housing types and developments; and

WHEREAS, the City Council and Planning Commission finds the proposed Nibley Meadows Residential Planned Unit Development meets the criteria listed in Nibley City Code and is a desirable place for a Residential Planned Unit Development Overlay Zone.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The attached Residential Planned Unit Development Overlay Zone Application be approved for parcels 03-018-0017, 03-050-007, and 03-050-0001
2. The attached Development Agreement be approved
3. The Overlay Zone shall not take place until the Developer and City have signed the attached Development Agreement and said Development Agreement has been properly recorded as required by Nibley City Code.
4. All ordinances, resolutions and polices of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving and law, order, resolution or ordinance or part thereof.

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____ 2020.

Shaun Dustin, Mayor

ATTEST:

David Zook, City Recorder

PROJECT NOTES:

GENERAL PROJECT DESCRIPTION: THE DEVELOPMENT WILL A INCLUDE A MIX OF SINGLE-FAMILY AND TOWNHOME DWELLINGS. THE DEVELOPMENT WILL CONTAIN MORE THAN 35% OPEN SPACE THAT WILL INCLUDE POCKET PARKS, LINEAR PARKS, AND TRAILS. A CLUBHOUSE AND VARIOUS AMENITIES WILL ALSO BE PROVIDED.

CULINARY WATER SYSTEM: WATER MAINS WILL BE INSTALLED IN ALL PUBLICLY DEDICATED RIGHTS-OF-WAY AND MAJOR PRIVATE DRIVES. WATER MAINS WILL CONNECT TO CITY SYSTEM IN 3200 SOUTH AND TO MASTER-PLANNED 10" WATER MAIN IN 3500 SOUTH (THE SOUTHERNMOST EAST-WEST ROAD).

SEWER SYSTEM: THE NORTH THIRD OF THE PROJECT WILL DRAIN TO THE EXISTING LINE IN 3200 SOUTH. THE REMAINING SOUTH TWO THIRDS OF THE PROJECT WILL DRAIN TO THE SEWER STUB ON THE WEST OF THE PROJECT CURRENTLY BEIN INSTALLED AS PART OF THE NIBLEY FARMS SUBDIVISION.

SECONDARY WATER SYSTEM: NOT PROPOSED.

SOLID WASTE: INDIVIDUAL TRASH PICKUP IS PROPOSED FOR ALL UNITS CONTAINED WITHIN THE DEVELOPMENT.

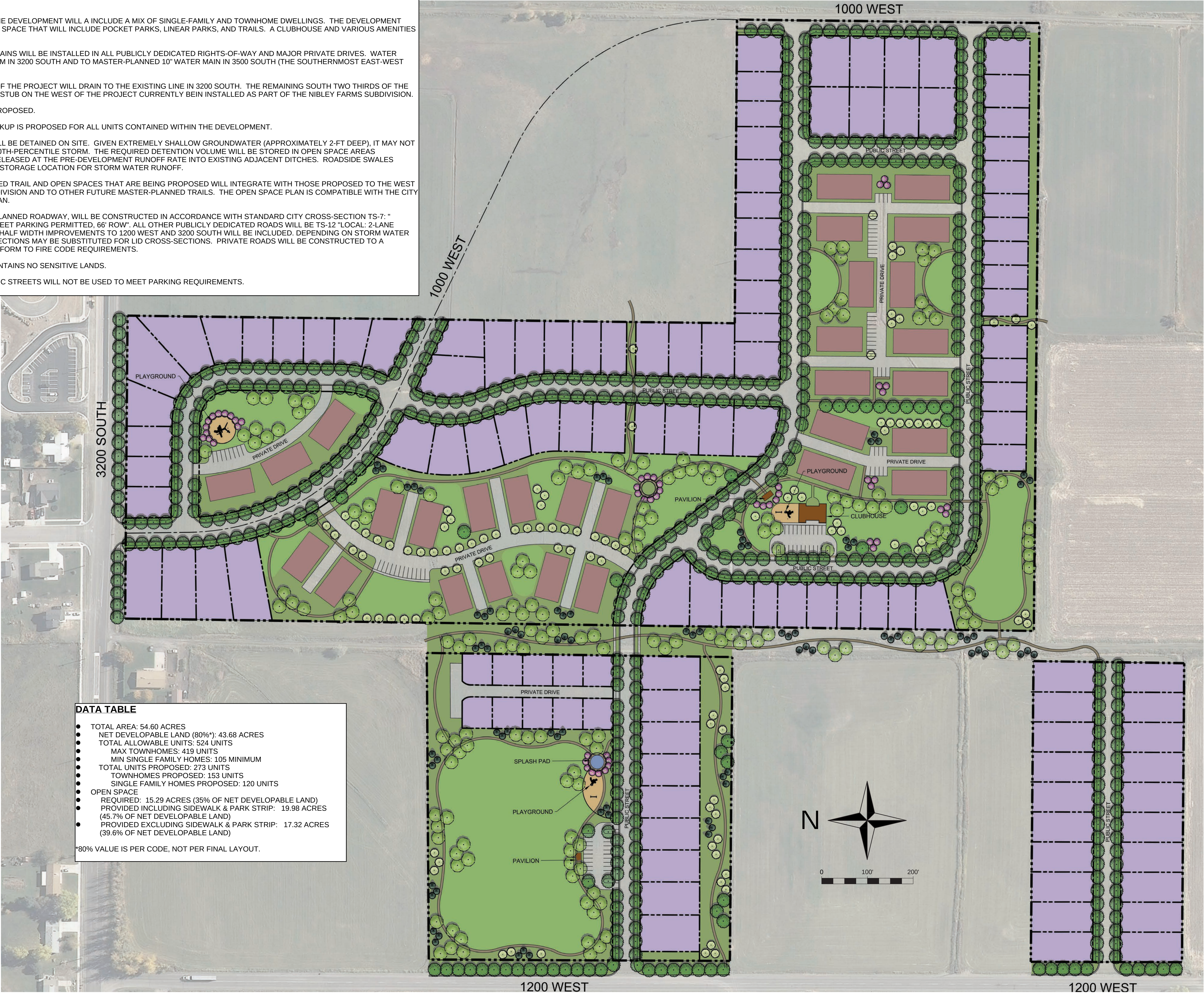
STORM WATER: THE 100-YR 24-HR WILL BE DETAINED ON SITE. GIVEN EXTREMELY SHALLOW GROUNDWATER (APPROXIMATELY 2-FT DEEP), IT MAY NOT BE FEASIBLE TO FULLY RETAIN THE 90TH-PERCENTILE STORM. THE REQUIRED DETENTION VOLUME WILL BE STORED IN OPEN SPACE AREAS THROUGHOUT THE SITE AND THEN RELEASED AT THE PRE-DEVELOPMENT RUNOFF RATE INTO EXISTING ADJACENT DITCHES. ROADSIDE SWALES COULD ALSO SERVE AS A POTENTIAL STORAGE LOCATION FOR STORM WATER RUNOFF.

PARKS & RECREATION: THE PROPOSED TRAIL AND OPEN SPACES THAT ARE BEING PROPOSED WILL INTEGRATE WITH THOSE PROPOSED TO THE WEST AS PART OF THE NIBLEY FARMS SUBDIVISION AND TO OTHER FUTURE MASTER-PLANNED TRAILS. THE OPEN SPACE PLAN IS COMPATIBLE WITH THE CITY PARKS AND OPEN SPACE MASTER PLAN.

ROADWAYS: 1000 WEST, A MASTER PLANNED ROADWAY, WILL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD CITY CROSS-SECTION TS-7: "COLLECTOR: 2-LANE STREET, ON-STREET PARKING PERMITTED, 66' ROW". ALL OTHER PUBLICLY DEDICATED ROADS WILL BE TS-12 "LOCAL: 2-LANE STREET, NO BIKE FACILITY, 60' ROW". HALF WIDTH IMPROVEMENTS TO 1200 WEST AND 3200 SOUTH WILL BE INCLUDED. DEPENDING ON STORM WATER DESIGN APPROACH, THESE CROSS-SECTIONS MAY BE SUBSTITUTED FOR LID CROSS-SECTIONS. PRIVATE ROADS WILL BE CONSTRUCTED TO A MINIMUM WIDTH OF 26' AND WILL CONFORM TO FIRE CODE REQUIREMENTS.

SENSITIVE LANDS: THE PROJECT CONTAINS NO SENSITIVE LANDS.

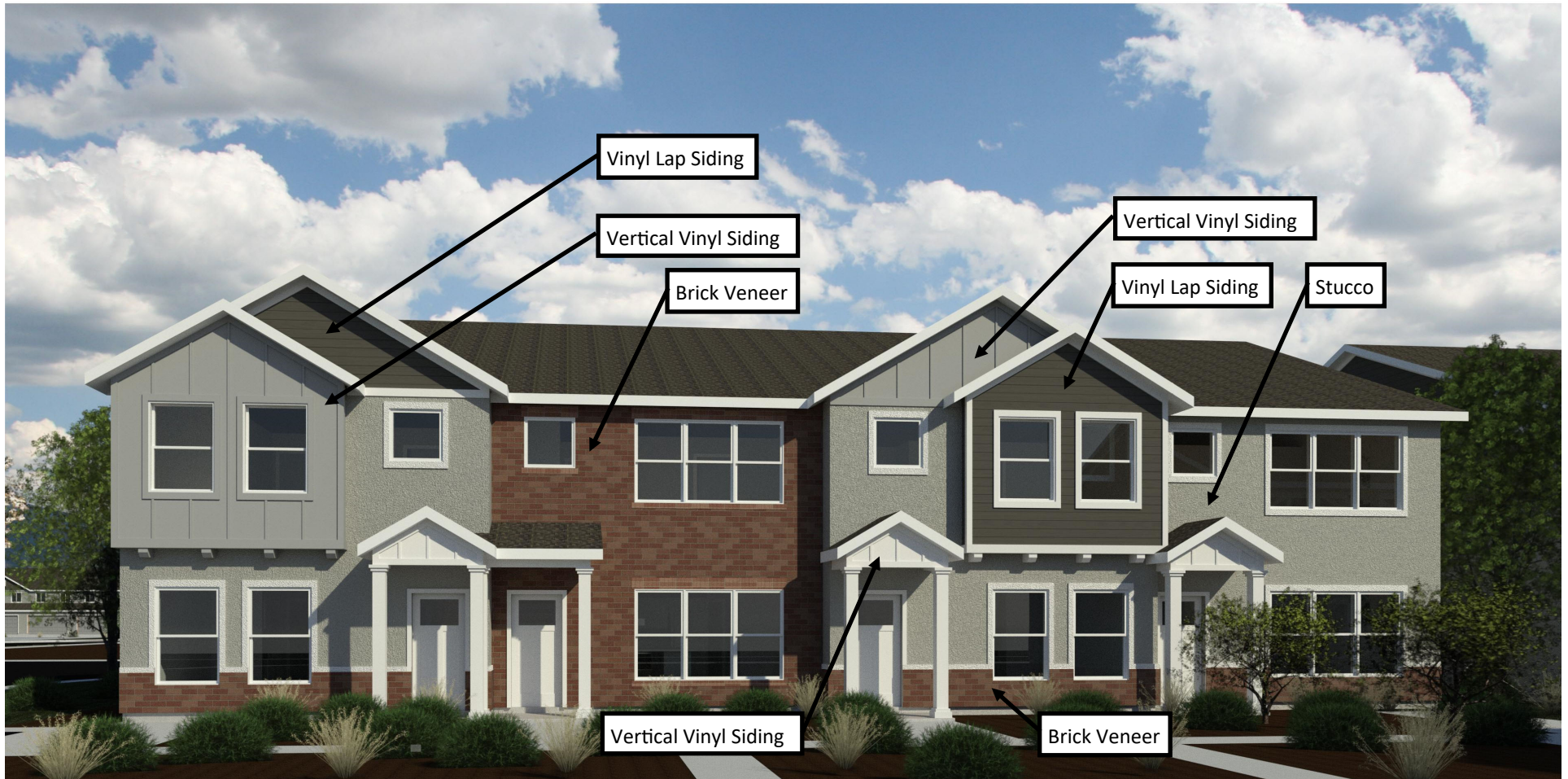
PARKING: STREET PARKING ON PUBLIC STREETS WILL NOT BE USED TO MEET PARKING REQUIREMENTS.



Nibley Meadows - Phase 1

Exterior Finish Calculation (Front Elevation)

Total Exterior Finish Area (Excluding Windows & Doors):	1,109 SF
Hard Surface Finish Area: (Stucco, Brick Veneer)	801 SF (72%)
Vinyl Siding Surface Area:	308 SF (28%)





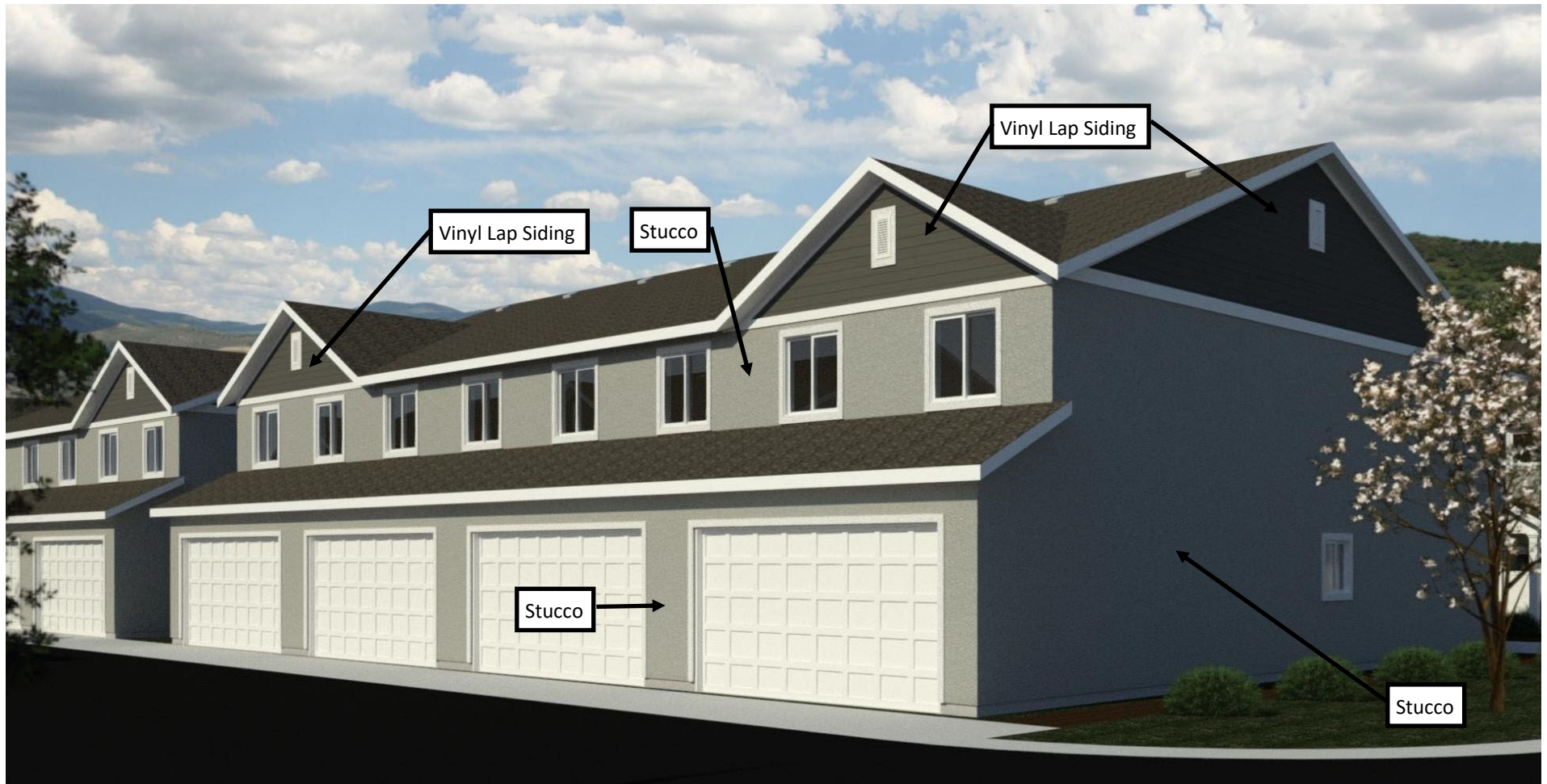
Nibley Meadows - Phase 1

Exterior Finish Calculation (Side Elevation)

Total Exterior Finish Area (Excluding Windows & Doors):	1,137SF
Hard Surface Finish Area: (Stucco)	905 SF (80%)
Vinyl Siding Surface Area:	232 SF (20%)

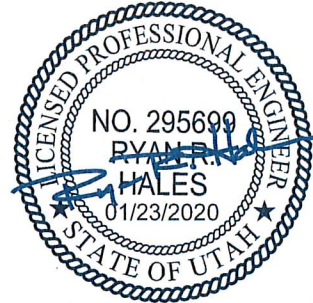
Exterior Finish Calculation (Rear Elevation)

Total Exterior Finish Area (Excluding Windows & Doors):	667 SF
Hard Surface Finish Area: (Stucco)	527 SF (79%)
Vinyl Siding Surface Area:	140 SF (21%)



MEMORANDUM

Date: January 22, 2020
To: Travis Taylor, PE, Westates Companies
From: Hales Engineering



Subject: Nibley Riggs Traffic Study

UT20-1612

This memorandum discusses the study completed for the Riggs development in Nibley. Included in this memorandum is a description of the project, an outline of the data collection process, and an analysis of the anticipated development traffic impact on the surrounding network.

After performing an existing (2020) evening peak hour analysis, it was determined that all intersections are anticipated to operate at an acceptable level of service with and without the project. Hales Engineering recommends that the existing two-way left-turn lane on the westbound approach of the 1000 West / 3200 South intersection be restriped into a separate left-turn lane for ingress to the project access. Storage length for the left-turn lane is recommended to be 100 feet. Further study of morning peak hour and future scenarios may be needed.

Project Description

The Riggs project is a residential development located in Nibley, Utah. The development is located on the south side of 3200 South, just east of 1200 west, and will consist of residential townhome and single-family units. A concept plan for the proposed development is provided in Appendix C. The proposed land use for the development has been identified as having 70 single-family homes and 270 townhomes.

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE), *Trip Generation*, 10th Edition, 2017. Trip generation for the proposed project is as follows, see Table 1:

- | | |
|----------------------------|-------|
| • Daily Trips: | 2,786 |
| • Morning Peak Hour Trips: | 187 |
| • Evening Peak Hour Trips: | 220 |

Table 1 Nibley - Riggs TIS Trip Generation								
Weekday Daily								
Land Use ¹	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Total Daily Trips
Single-Family Detached Housing (210)	54	Dwelling Units	590	50%	50%	295	295	590
Multifamily Housing (Low-Rise) (220)	270	Dwelling Units	2,002	50%	50%	1,001	1,001	2,002
Single-Family Detached Housing (210)	16	Dwelling Units	194	50%	50%	97	97	194
Project Total Daily Trips						1,393	1,393	2,786
Morning Peak Hour								
Land Use ¹	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Total a.m. Trips
Single-Family Detached Housing (210)	54	Dwelling Units	44	25%	75%	11	33	44
Multifamily Housing (Low-Rise) (220)	270	Dwelling Units	124	23%	77%	29	95	124
Single-Family Detached Housing (210)	16	Dwelling Units	18	25%	75%	5	14	19
Project Total a.m. Peak Hour Trips						45	142	187
Evening Peak Hour								
Land Use ¹	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Total p.m. Trips
Single-Family Detached Housing (210)	54	Dwelling Units	58	63%	37%	37	21	58
Multifamily Housing (Low-Rise) (220)	270	Dwelling Units	144	63%	37%	91	53	144
Single-Family Detached Housing (210)	16	Dwelling Units	18	63%	37%	11	7	18
Project Total p.m. Peak Hour Trips						139	81	220
1. Land Use Code from the Institute of Transportation Engineers (ITE) <i>Trip Generation</i> , 10th Edition, 2017.								
SOURCE: Hales Engineering, January 2020								

There are three project accesses as shown on the site plan. Two accesses tee into 1200 West, and one access meets 3200 South at the 1000 West intersection. All accesses were assumed to have shared left-turn / thru / right-turn lanes or shared left-turn / right-turn lanes leading out of the project. The access on 3200 South was modeled as having a separate westbound left-turn lane, as it would only require restriping the existing two-way left-turn lane (TWLTL) on 3200 South. The storage length for the separate left-turn lane is recommended to be 100 feet.

Data Collection

Weekday evening (4:00 to 6:00 p.m.) peak period traffic counts were performed at the following intersections:

- 1200 West (Miller Road) / 3200 South
- 1000 West / 3200 South

The counts were performed on Tuesday, January 21, 2020. The evening peak hour was determined to be between 4:30 and 5:30 p.m. The evening peak hour volumes were assumed to be higher; however, Heritage Elementary School is located across 3200 South from the project, which means that further study of the morning peak hour may be warranted. Detailed count data are included in Appendix A.

Hales Engineering made seasonal adjustments to the observed traffic volumes. Monthly traffic volume data were obtained from a nearby UDOT automatic traffic recorder (ATR) on SR-165 (ATR #622). In recent years, traffic volumes in January have been equal to approximately 79% of average traffic volumes. The observed traffic volumes were adjusted accordingly to determine average turning movement counts at the study intersections.

Figure 1 shows the existing evening peak hour volumes as well as the intersection geometry at the study intersections, and Figure 2 shows the volumes and intersection geometry with project traffic added.





Level of Service Analysis

Level of service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst.

The *Highway Capacity Manual* (HCM), 6th Edition, 2016 methodology was used in this study to remain consistent with “state-of-the-practice” professional standards. This methodology has different quantitative evaluations for signalized and unsignalized intersections. For signalized and all-way stop intersections, the LOS is provided for the overall intersection (weighted average of all approach delays). For all other unsignalized intersections, LOS is reported based on the worst approach.

Using Synchro/SimTraffic software, which follow the HCM methodology, the peak hour LOS was computed for each study intersection. Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. The detailed LOS reports are provided in Appendix B. Hales Engineering also calculated the 95th percentile queue lengths for each of the study intersections using SimTraffic. The detailed queue length reports are provided in Appendix D.

For the purposes of this study, a minimum acceptable intersection performance for each of the study intersections was set at LOS D. If levels of service E or F conditions exist, an explanation and/or mitigation measures will be presented. A LOS D threshold is consistent with “state-of-the-practice” traffic engineering principles for urbanized areas.

Hales Engineering determined that all intersections are anticipated to operate at acceptable levels of service during the evening peak hour in background conditions and with project traffic added, as shown in Table 1.

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Some queuing was observed and anticipated for the evening peak hour, most significantly on the northbound approach of the 1200 West / 3200 South intersection. During existing (2020) background conditions, the 95th percentile queue length was approximately 190 feet, and during existing (2020) plus project conditions, the 95th percentile queue length was approximately 320 feet.

Table 1: Riggs Evening Peak Hour Level of Service

LOS Analysis - Evening Peak Hour Nibley - Riggs TS		
Intersection	Level of Service (Sec/Veh)¹	
	Existing (2020) Background	Existing (2020) Plus Project
1200 West / 3200 South	C (15.5) / NB	D (25.8) / NB
1000 West & 900 West / 3200 South	A (4.9) / SB	A (6.8) / NB
3300 South / 1200 West ²	-	A (7.5) / WB
Access 3 / 1200 West ²	-	A (5.5) / WB
1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for roundabout, signalized, all-way stop controlled intersections and the worst approach for all other unsignalized intersections. 2. This intersection is a project access and was only analyzed in "plus project" scenarios. Source: Hales Engineering, January 2020		

Cross Section / Turn Pockets

In the *Nibley Transportation Master Plan (NTMP)* dated, January 2019, it proposes that 3200 South become a three-lane street (one lane per direction and a two-way left-turn lane) with a bike lane and trail facility (pg. 4). Currently, 3200 South is constructed as a three-lane road with a bike lane on the north and south of the existing pavement section. A three-lane road can handle approximately 13,000 ADT (see NTMP, Table 1, Capacity Thresholds), and with the project traffic 3200 South will increase to approximately 6,000 to 7,000 ADT, well below the thresholds and functioning at an acceptable LOS B/C.

In discussions with the City Engineer, there is a desire to add an eastbound right-turn pocket at the 1000 West / 3200 South intersection. The default standard for identifying a needed right-turn pocket is to review the UDOT requirements. In this case, UDOT's requirement is 50 vehicles per hour and the project is projected to have 53 vehicle per hour. Although this is slightly over the threshold, leaving the right-turning vehicles in the through lane will provide some minor traffic calming near the elementary school by slowing traffic.

Conclusions and Recommendations

After performing an existing (2020) evening peak hour analysis, it was determined that all intersections are anticipated to operate at an acceptable level of service with and without the project. Hales Engineering recommends that the existing two-way left-turn lane on the westbound approach of the 1000 West / 3200 South intersection be restriped into a separate left-turn lane for ingress to the project access. Storage length for the left-turn lane is recommended to be 100 feet. Further study of morning peak hour and future scenarios may be needed.

APPENDIX A

Turning Movement Counts

TrafficCounts

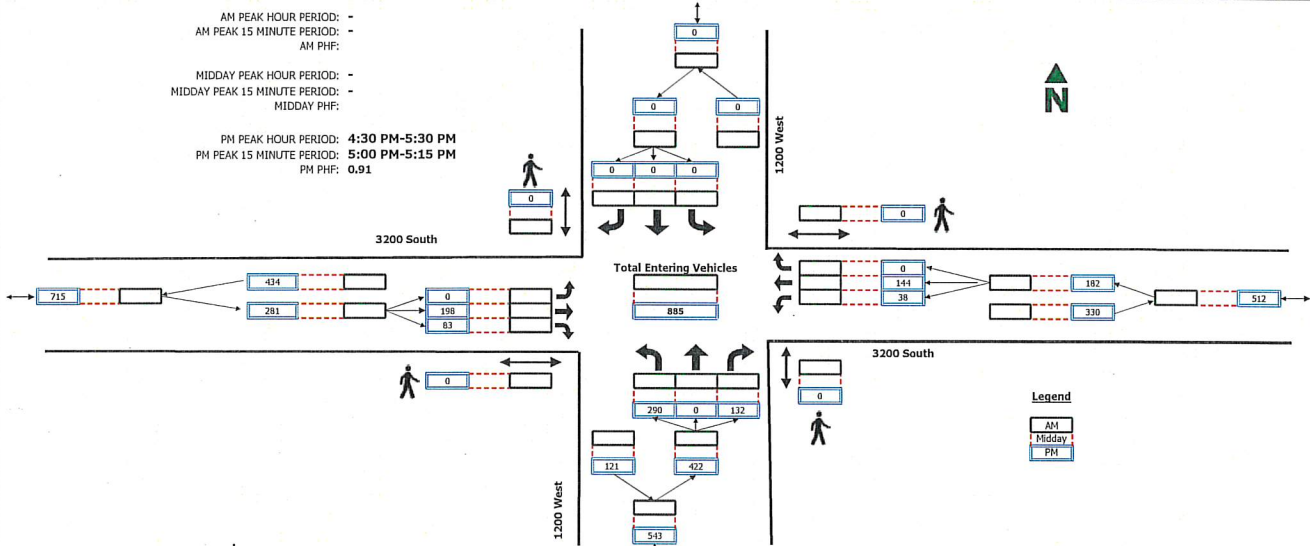
2364 North 1450 East
Lehi, UT 84043
801.636.0891

Intersection Turning Movement Summary

Intersection: 1200 West / 3200 South
North/South: 1200 West
East/West: 3200 South
Jurisdiction: Nibley
Project Title: Riggs TS
Project No: UT20-1612
Weather: Clear

Date: 1-21-20, Tue
Day of Week Adjustment: 100.0%
Month of Year Adjustment: 79.0%
Adjustment Station #: 622
Growth Rate: 0.0%
Number of Years: 0

AM PEAK HOUR PERIOD: -
AM PEAK 15 MINUTE PERIOD: -
AM PHF: -
MIDDAY PEAK HOUR PERIOD: -
MIDDAY PEAK 15 MINUTE PERIOD: -
MIDDAY PHF: -
PM PEAK HOUR PERIOD: 4:30 PM-5:30 PM
PM PEAK 15 MINUTE PERIOD: 5:00 PM-5:15 PM
PM PHF: 0.91



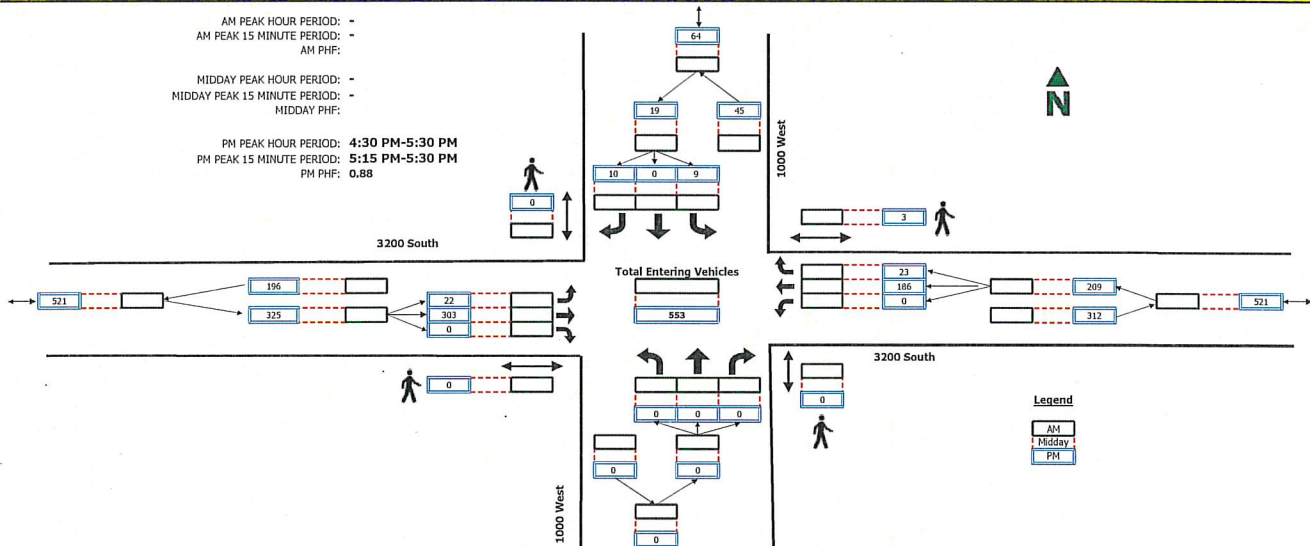
RAW COUNT SUMMARIES	1200 West Northbound				1200 West Southbound				3200 South Eastbound				3200 South Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00 - 7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 - 7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 - 7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 - 8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 - 8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 - 8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 - 8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 - 9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MIDDAY PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
9:00 - 9:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 - 9:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 - 9:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 - 10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 - 10:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 - 10:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 - 10:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 - 11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 - 11:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 - 11:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 - 11:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 - 12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 - 12:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 - 12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 - 12:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 - 13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00 - 13:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:15 - 13:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:30 - 13:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:45 - 14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00 - 14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15 - 14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30 - 14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45 - 15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00 - 15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15 - 15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30 - 15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45 - 16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00 - 16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15 - 16:30	52	0	15	0	0	0	0	0	0	49	23	0	9	47	0	0	195
16:30 - 16:45	96	0	25	0	0	0	0	0	0	48	18	0	8	34	0	0	229
16:45 - 17:00	49	0	27	0	0	0	0	0	0	58	15	0	6	34	0	0	189
17:00 - 17:15	77	0	39	0	0	0	0	0	0	46	30	0	11	39	0	0	242
17:15 - 17:30	68	0	41	0	0	0	0	0	0	46	20	0	13	37	0	0	225
17:30 - 17:45	30	0	15	0	0	0	0	0	0	39	15	0	4	41	0	0	144
17:45 - 18:00	14	0	6	0	0	0	0	0	0	44	14	0	9	30	0	0	111

Intersection Turning Movement Summary

Intersection: 1000 West / 3200 South
North/South: 1000 West
East/West: 3200 South
Jurisdiction: Nibley
Project Title: Riggs TS
Project No: UT20-1612
Weather: Clear

Date: 1-21-20, Tue
Day of Week Adjustment: 100.0%
Month of Year Adjustment: 79.0%
Adjustment Station #: 622
Growth Rate: 0.0%
Number of Years: 0

AM PEAK HOUR PERIOD: -
AM PEAK 15 MINUTE PERIOD: -
AM PHF: -
MIDDAY PEAK HOUR PERIOD: -
MIDDAY PEAK 15 MINUTE PERIOD: -
MIDDAY PHF: -
PM PEAK HOUR PERIOD: 4:30 PM-5:30 PM
PM PEAK 15 MINUTE PERIOD: 5:15 PM-5:30 PM
PM PHF: 0.88



RAW COUNT SUMMARIES	1000 West Northbound				1000 West Southbound				3200 South Eastbound				3200 South Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00 - 7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 - 7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 - 7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 - 8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 - 8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 - 8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 - 8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 - 9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MIDDAY PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
9:00 - 9:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 - 9:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 - 9:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 - 10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 - 10:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 - 10:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 - 10:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 - 11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 - 11:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 - 11:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 - 11:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 - 12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 - 12:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 - 12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 - 12:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 - 13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00 - 13:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:15 - 13:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:30 - 13:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:45 - 14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00 - 14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15 - 14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30 - 14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45 - 15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00 - 15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15 - 15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30 - 15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45 - 16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00 - 16:15	0	0	0	0	13	0	4	0	5	63	0	0	0	43	4	3	133
16:15 - 16:30	0	0	0	0	3	0	3	0	5	52	0	0	0	44	4	0	111
16:30 - 16:45	0	0	0	0	3	0	1	0	8	53	0	0	0	48	4	0	117
16:45 - 17:00	0	0	0	0	0	0	3	0	1	86	0	0	0	42	11	0	143
17:00 - 17:15	0	0	0	0	1	0	3	0	4	78	0	0	0	44	5	3	135
17:15 - 17:30	0	0	0	0	5	0	3	0	9	86	0	0	0	52	3	0	158
17:30 - 17:45	0	0	0	0	1	0	5	0	6	58	0	0	0	39	3	0	112
17:45 - 18:00	0	0	0	0	5	0	0	0	5	44	0	0	0	35	5	0	94

APPENDIX B

LOS Results

SimTraffic LOS Report

Project: Nibley Riggs TS
Analysis Period: Existing (2020) Background
Time Period: Evening Peak Hour

Project #: UT20-1612

Intersection: 1200 West & 3200 South
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	290	286	99	16.6	C
	R	132	131	99	13.2	B
	Subtotal	422	417	99	15.5	C
EB	T	198	202	102	1.5	A
	R	83	87	105	0.7	A
	Subtotal	281	289	103	1.3	A
WB	L	41	37	90	3.1	A
	T	155	156	101	0.8	A
	Subtotal	196	193	98	1.2	A
Total		899	899	100	7.9	A

Intersection: 3200 South & 1000 West
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
SB	L	9	8	86	6.8	A
	R	10	11	107	3.5	A
	Subtotal	19	19	100	4.9	A
EB	L	22	21	97	2.8	A
	T	309	314	102	0.7	A
	Subtotal	331	335	101	0.8	A
WB	T	186	182	98	0.5	A
	R	23	26	114	0.3	A
	Subtotal	209	208	100	0.5	A
Total		559	562	101	0.8	A

1: 1200 West & 3200 South Performance by movement Interval #1 5:30

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.3	0.3	0.0	0.0	0.3	0.3	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.3	0.1	0.4
Total Del/Veh (s)	1.5	0.8	3.1	0.7	13.4	10.4	6.4
Vehicles Entered	48	21	9	37	66	30	211
Vehicles Exited	49	22	9	37	67	31	215
Hourly Exit Rate	196	88	36	148	268	124	860
Input Volume	191	80	40	150	280	128	869
% of Volume	103	110	90	99	96	97	99

1: 1200 West & 3200 South Performance by movement Interval #2 5:45

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.3	0.2	0.0	0.0	0.3	0.3	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.3	0.1	0.5
Total Del/Veh (s)	1.4	0.6	3.0	0.9	16.4	12.8	7.9
Vehicles Entered	48	21	11	38	71	32	221
Vehicles Exited	46	20	11	38	70	31	216
Hourly Exit Rate	184	80	44	152	280	124	864
Input Volume	191	80	40	150	280	128	869
% of Volume	96	100	110	101	100	97	99

1: 1200 West & 3200 South Performance by movement Interval #3 6:00

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.3	0.3	0.0	0.0	0.3	0.3	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.4	0.2	0.7
Total Del/Veh (s)	1.8	0.7	3.4	0.9	19.3	15.8	9.2
Vehicles Entered	56	25	10	43	78	38	250
Vehicles Exited	57	25	10	43	77	37	249
Hourly Exit Rate	228	100	40	172	308	148	996
Input Volume	218	91	45	170	319	145	988
% of Volume	105	110	89	101	97	102	101

1: 1200 West & 3200 South Performance by movement Interval #4 6:15

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.2	0.0	0.0	0.3	0.4	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.3	0.1	0.4
Total Del/Veh (s)	1.3	0.5	2.6	0.7	14.3	11.3	7.0
Vehicles Entered	50	20	9	39	71	31	220
Vehicles Exited	50	20	8	39	73	32	222
Hourly Exit Rate	200	80	32	156	292	128	888
Input Volume	191	80	40	150	280	128	869
% of Volume	105	100	80	104	104	100	102

1: 1200 West & 3200 South Performance by movement Entire Run

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Denied Del/Veh (s)	0.3	0.3	0.0	0.0	0.3	0.3	0.2
Total Delay (hr)	0.1	0.0	0.0	0.0	1.3	0.5	2.0
Total Del/Veh (s)	1.5	0.7	3.1	0.8	16.6	13.2	7.9
Vehicles Entered	202	87	38	156	287	131	901
Vehicles Exited	202	87	37	156	286	131	899
Hourly Exit Rate	202	87	37	156	286	131	899
Input Volume	198	83	41	155	290	132	899
% of Volume	102	105	90	101	99	99	100

2: 3200 South & 1000 West Performance by movement Interval #1 5:30

Movement	EBL	EBT	WBT	WBR	SBL	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.0	0.2	0.2	0.1	4.3	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	2.7	0.7	0.5	0.2	7.8	3.7	0.8
Vehicles Entered	5	75	42	6	2	3	133
Vehicles Exited	5	76	42	6	2	3	134
Hourly Exit Rate	20	304	168	24	8	12	536
Input Volume	21	299	180	22	9	10	541
% of Volume	95	102	93	109	89	120	99

2: 3200 South & 1000 West Performance by movement Interval #2 5:45

Movement	EBL	EBT	WBT	WBR	SBL	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.0	0.0	0.2	0.2	0.2	3.7	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	3.1	0.7	0.5	0.2	6.4	3.1	0.8
Vehicles Entered	5	73	46	6	2	3	135
Vehicles Exited	5	72	46	7	2	3	135
Hourly Exit Rate	20	288	184	28	8	12	540
Input Volume	21	299	180	22	9	10	541
% of Volume	95	96	102	127	89	120	100

2: 3200 South & 1000 West Performance by movement Interval #3 6:00

Movement	EBL	EBT	WBT	WBR	SBL	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.0	0.0	0.2	0.2	0.1	5.2	0.1
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	2.6	0.7	0.6	0.3	5.3	4.4	0.9
Vehicles Entered	6	88	49	7	3	2	155
Vehicles Exited	6	88	50	7	3	2	156
Hourly Exit Rate	24	352	200	28	12	8	624
Input Volume	24	339	204	25	10	11	613
% of Volume	100	104	98	112	120	73	102

2: 3200 South & 1000 West Performance by movement Interval #4 6:15

Movement	EBL	EBT	WBT	WBR	SBL	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.0	0.0	0.2	0.2	0.1	4.2	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	2.7	0.6	0.5	0.3	5.1	3.0	0.8
Vehicles Entered	5	77	46	6	2	3	139
Vehicles Exited	5	78	45	6	1	3	138
Hourly Exit Rate	20	312	180	24	4	12	552
Input Volume	21	299	180	22	9	10	541
% of Volume	95	104	100	109	44	120	102

2: 3200 South & 1000 West Performance by movement Entire Run

Movement	EBL	EBT	WBT	WBR	SBL	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.0	0.0	0.2	0.2	0.1	4.3	0.2
Total Delay (hr)	0.0	0.1	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	2.8	0.7	0.5	0.3	6.8	3.5	0.8
Vehicles Entered	21	313	183	26	8	11	562
Vehicles Exited	21	314	182	26	8	11	562
Hourly Exit Rate	21	314	182	26	8	11	562
Input Volume	22	309	186	23	9	10	559
% of Volume	97	102	98	114	86	107	101

Total Network Performance By Interval

Interval Start	5:30	5:45	6:00	6:15	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.1
Denied Del/Veh (s)	0.3	0.3	0.3	0.3	0.3
Total Delay (hr)	0.5	0.6	0.7	0.5	2.3
Total Del/Veh (s)	7.1	8.4	9.9	7.5	8.7
Vehicles Entered	218	229	258	229	936
Vehicles Exited	223	224	256	230	934
Hourly Exit Rate	892	896	1024	920	934
Input Volume	2310	2310	2623	2310	2388
% of Volume	39	39	39	40	39

Intersection: 1: 1200 West & 3200 South, Interval #1

Movement	WB	NB
Directions Served	L	LR
Maximum Queue (ft)	30	131
Average Queue (ft)	11	87
95th Queue (ft)	34	143
Link Distance (ft)	1642	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	100	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 1: 1200 West & 3200 South, Interval #2

Movement	WB	NB
Directions Served	L	LR
Maximum Queue (ft)	32	181
Average Queue (ft)	12	102
95th Queue (ft)	38	191
Link Distance (ft)	1642	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	100	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 1: 1200 West & 3200 South, Interval #3

Movement	WB	NB
Directions Served	L	LR
Maximum Queue (ft)	37	210
Average Queue (ft)	13	125
95th Queue (ft)	42	229
Link Distance (ft)	1642	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	100	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 1: 1200 West & 3200 South, Interval #4

Movement	WB	NB
Directions Served	L	LR
Maximum Queue (ft)	31	163
Average Queue (ft)	9	93
95th Queue (ft)	31	164
Link Distance (ft)	1642	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	100	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 1: 1200 West & 3200 South, All Intervals

Movement	WB	NB
Directions Served	L	LR
Maximum Queue (ft)	41	244
Average Queue (ft)	11	102
95th Queue (ft)	36	187
Link Distance (ft)	1642	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	100	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 2: 3200 South & 1000 West, Interval #1

Movement	EB	SB	SB
Directions Served	L	L	R
Maximum Queue (ft)	20	28	28
Average Queue (ft)	3	8	11
95th Queue (ft)	19	30	35
Link Distance (ft)	649		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	100	100	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: 3200 South & 1000 West, Interval #2

Movement	EB	SB	SB
Directions Served	L	L	R
Maximum Queue (ft)	27	31	31
Average Queue (ft)	6	6	10
95th Queue (ft)	26	26	33
Link Distance (ft)	649		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	100		100
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: 3200 South & 1000 West, Interval #3

Movement	EB	SB	SB
Directions Served	L	L	R
Maximum Queue (ft)	15	31	28
Average Queue (ft)	3	9	8
95th Queue (ft)	19	33	30
Link Distance (ft)	649		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	100		100
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: 3200 South & 1000 West, Interval #4

Movement	EB	SB	SB
Directions Served	L	L	R
Maximum Queue (ft)	23	27	25
Average Queue (ft)	3	5	10
95th Queue (ft)	18	24	33
Link Distance (ft)	649		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	100		100
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: 3200 South & 1000 West, All Intervals

Movement	EB	SB	SB
Directions Served	L	L	R
Maximum Queue (ft)	31	31	31
Average Queue (ft)	4	7	10
95th Queue (ft)	21	28	33
Link Distance (ft)	649		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	100	100	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty, Interval #1: 0
Network wide Queuing Penalty, Interval #2: 0
Network wide Queuing Penalty, Interval #3: 0
Network wide Queuing Penalty, Interval #4: 0
Network wide Queuing Penalty, All Intervals: 0

SimTraffic LOS Report

Project: Nibley Riggs TS
Analysis Period: Existing (2020) Plus Project
Time Period: Evening Peak Hour

Project #: UT20-1612

Intersection: 1200 West & 3200 South
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	296	296	100	27.3	D
	T	0	0	0		
	R	142	147	103	22.7	C
	Subtotal	438	443	101	25.8	D
EB	T	246	248	101	1.9	A
	R	90	100	111	0.8	A
	Subtotal	336	348	104	1.6	A
WB	L	45	43	96	3.9	A
	T	183	185	101	1.0	A
	Subtotal	228	228	100	1.5	A
Total		1,003	1,019	102	12.1	B

Intersection: 900 West/1000 West & 3200 South
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	27	26	95	8.1	A
	T	4	5	118	8.8	A
	R	15	16	108	4.1	A
	Subtotal	46	47	102	6.8	A
SB	L	9	7	76	8.2	A
	T	7	8	110	7.9	A
	R	11	12	112	3.8	A
	Subtotal	27	27	100	6.2	A
EB	L	22	21	95	2.7	A
	T	314	318	101	1.4	A
	R	53	56	105	0.8	A
	Subtotal	389	395	102	1.4	A
WB	L	32	34	105	3.2	A
	T	189	189	100	0.6	A
	R	23	21	91	0.3	A
	Subtotal	244	244	100	0.9	A
Total		707	713	101	1.8	A

SimTraffic LOS Report

Project: Nibley Riggs TS
Analysis Period: Existing (2020) Plus Project
Time Period: Evening Peak Hour

Project #: UT20-1612

Intersection: 1200 West & 3300 South
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	432	434	101	1.4	A
	R	34	37	110	0.4	A
	Subtotal	466	471	101	1.3	A
SB	L	3	2	67	2.5	A
	T	132	140	106	0.5	A
	Subtotal	135	142	105	0.5	A
WB	L	22	25	114	8.0	A
	R	6	7	112	5.5	A
	Subtotal	28	32	114	7.5	A
Total		628	645	103	1.5	A

Intersection: 1200 West & Access 3
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	460	465	101	0.5	A
	R	3	4	133	0.0	A
	Subtotal	463	469	101	0.5	A
SB	L	8	9	109	2.5	A
	T	147	158	108	0.5	A
	Subtotal	155	167	108	0.6	A
WB	L	2	2	100	8.1	A
	R	5	6	114	4.6	A
	Subtotal	7	8	114	5.5	A
Total		625	644	103	0.6	A

1: 1200 West & 3200 South Performance by movement Interval #1 5:30

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.2	0.3	0.0	0.0	0.0	0.0	0.1
Total Delay (hr)	0.0	0.0	0.0	0.0	0.4	0.1	0.6
Total Del/Veh (s)	1.8	0.5	3.4	0.9	17.6	14.2	8.1
Vehicles Entered	60	23	11	42	72	35	243
Vehicles Exited	60	23	11	43	72	34	243
Hourly Exit Rate	240	92	44	172	288	136	972
Input Volume	235	86	43	174	283	136	957
% of Volume	102	107	102	99	102	100	102

1: 1200 West & 3200 South Performance by movement Interval #2 5:45

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.3	0.3	0.0	0.0	0.0	0.0	0.1
Total Delay (hr)	0.0	0.0	0.0	0.0	0.3	0.1	0.5
Total Del/Veh (s)	2.0	0.8	3.1	0.9	16.7	12.7	7.6
Vehicles Entered	62	24	10	43	68	35	242
Vehicles Exited	60	24	10	42	68	36	240
Hourly Exit Rate	240	96	40	168	272	144	960
Input Volume	235	86	43	174	283	136	957
% of Volume	102	112	93	97	96	106	100

1: 1200 West & 3200 South Performance by movement Interval #3 6:00

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.3	0.3	0.0	0.0	0.0		0.0	0.1
Total Delay (hr)	0.0	0.0	0.0	0.0	0.9	0.0	0.3	1.3
Total Del/Veh (s)	2.0	0.9	4.7	1.1	36.4		31.5	15.7
Vehicles Entered	68	28	12	57	83	0	39	287
Vehicles Exited	69	28	12	56	77	0	38	280
Hourly Exit Rate	276	112	48	224	308	0	152	1120
Input Volume	280	102	51	209	336	1	161	1140
% of Volume	99	110	94	107	92	0	94	98

1: 1200 West & 3200 South Performance by movement Interval #4 6:15

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.3	0.3	0.0	0.0	0.0		0.0	0.1
Total Delay (hr)	0.0	0.0	0.0	0.0	0.7	0.0	0.3	1.1
Total Del/Veh (s)	1.8	0.7	3.6	1.0	31.1		27.3	14.8
Vehicles Entered	59	24	9	43	73	0	37	245
Vehicles Exited	58	25	9	44	79	0	39	254
Hourly Exit Rate	232	100	36	176	316	0	156	1016
Input Volume	235	86	43	174	283	0	136	957
% of Volume	99	116	84	101	112		115	106

1: 1200 West & 3200 South Performance by movement Entire Run

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.3	0.3	0.0	0.0	0.0		0.0	0.1
Total Delay (hr)	0.1	0.0	0.0	0.1	2.3	0.0	0.9	3.4
Total Del/Veh (s)	1.9	0.8	3.9	1.0	27.3		22.7	12.1
Vehicles Entered	248	100	43	185	296	0	146	1018
Vehicles Exited	248	100	43	185	296	0	147	1019
Hourly Exit Rate	248	100	43	185	296	0	147	1019
Input Volume	246	90	45	183	296	0	142	1003
% of Volume	101	111	96	101	100	0	103	102

2: 900 West/1000 West & 3200 South Performance by movement Interval #1 5:30

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.0	0.0	3.6	0.2	0.3	0.1	0.1	0.1	0.1	0.1	3.6
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	2.3	1.3	0.8	2.7	0.6	0.2	7.1	7.2	3.5	7.3	8.1	3.0
Vehicles Entered	5	76	14	9	45	5	7	2	4	2	2	3
Vehicles Exited	5	75	14	9	44	5	7	2	4	2	2	2
Hourly Exit Rate	20	300	56	36	176	20	28	8	16	8	8	8
Input Volume	21	300	51	31	180	22	26	4	14	9	7	10
% of Volume	95	100	110	116	98	91	108	200	114	89	114	80

2: 900 West/1000 West & 3200 South Performance by movement Interval #1 5:30

Movement	All
Denied Delay (hr)	0.0
Denied Del/Veh (s)	0.3
Total Delay (hr)	0.1
Total Del/Veh (s)	1.7
Vehicles Entered	174
Vehicles Exited	171
Hourly Exit Rate	684
Input Volume	675
% of Volume	101

2: 900 West/1000 West & 3200 South Performance by movement Interval #2 5:45

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.0	0.0	0.0	3.5	0.2	0.4	0.1	0.1	0.1	0.1	0.3	4.8
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	2.8	1.3	0.9	3.6	0.5	0.4	8.4	13.7	3.9	10.1	8.3	4.7
Vehicles Entered	5	77	14	8	45	6	5	1	3	2	2	2
Vehicles Exited	5	78	14	8	45	6	5	1	3	2	2	2
Hourly Exit Rate	20	312	56	32	180	24	20	4	12	8	8	8
Input Volume	21	300	51	31	180	22	26	4	14	9	7	10
% of Volume	95	104	110	103	100	109	77	100	86	89	114	80

2: 900 West/1000 West & 3200 South Performance by movement Interval #2 5:45

Movement	All
Denied Delay (hr)	0.0
Denied Del/Veh (s)	0.3
Total Delay (hr)	0.1
Total Del/Veh (s)	1.7
Vehicles Entered	170
Vehicles Exited	171
Hourly Exit Rate	684
Input Volume	675
% of Volume	101

2: 900 West/1000 West & 3200 South Performance by movement Interval #3 6:00

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.0	0.0	0.0	3.6	0.3	0.2	0.2	0.1	0.1	0.1	0.1	4.3
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	3.0	1.6	0.8	3.1	0.7	0.3	8.5	6.9	4.1	10.0	9.1	4.3
Vehicles Entered	6	86	14	9	57	6	8	1	5	1	2	4
Vehicles Exited	6	86	14	9	57	6	8	1	5	1	2	4
Hourly Exit Rate	24	344	56	36	228	24	32	4	20	4	8	16
Input Volume	25	357	60	36	215	26	31	5	17	10	8	13
% of Volume	96	96	93	100	106	92	103	80	118	40	100	123

2: 900 West/1000 West & 3200 South Performance by movement Interval #3 6:00

Movement	All
Denied Delay (hr)	0.0
Denied Del/Veh (s)	0.4
Total Delay (hr)	0.1
Total Del/Veh (s)	1.9
Vehicles Entered	199
Vehicles Exited	199
Hourly Exit Rate	796
Input Volume	803
% of Volume	99

2: 900 West/1000 West & 3200 South Performance by movement Interval #4 6:15

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.0	0.0	0.0	3.8	0.3	0.2	0.1	0.2	0.1	0.2	0.3	3.7
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	2.1	1.4	0.8	3.6	0.5	0.3	7.1	9.2	3.9	6.4	6.2	3.5
Vehicles Entered	6	78	14	8	42	5	6	1	4	2	2	3
Vehicles Exited	5	78	14	8	43	5	6	1	4	2	2	3
Hourly Exit Rate	20	312	56	32	172	20	24	4	16	8	8	12
Input Volume	21	300	51	31	180	22	26	4	14	9	7	10
% of Volume	95	104	110	103	96	91	92	100	114	89	114	120

2: 900 West/1000 West & 3200 South Performance by movement Interval #4 6:15

Movement	All
Denied Delay (hr)	0.0
Denied Del/Veh (s)	0.3
Total Delay (hr)	0.1
Total Del/Veh (s)	1.8
Vehicles Entered	171
Vehicles Exited	171
Hourly Exit Rate	684
Input Volume	675
% of Volume	101

2: 900 West/1000 West & 3200 South Performance by movement Entire Run

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.0	0.0	0.0	3.6	0.3	0.3	0.1	0.1	0.1	0.1	0.2	4.1
Total Delay (hr)	0.0	0.1	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	2.7	1.4	0.8	3.2	0.6	0.3	8.1	8.8	4.1	8.2	7.9	3.8
Vehicles Entered	21	318	56	34	189	21	26	5	16	7	8	12
Vehicles Exited	21	318	56	34	189	21	26	5	16	7	8	12
Hourly Exit Rate	21	318	56	34	189	21	26	5	16	7	8	12
Input Volume	22	314	53	32	189	23	27	4	15	9	7	11
% of Volume	95	101	105	105	100	91	95	118	108	76	110	112

2: 900 West/1000 West & 3200 South Performance by movement Entire Run

Movement	All
Denied Delay (hr)	0.1
Denied Del/Veh (s)	0.3
Total Delay (hr)	0.4
Total Del/Veh (s)	1.8
Vehicles Entered	713
Vehicles Exited	713
Hourly Exit Rate	713
Input Volume	707
% of Volume	101

3: 1200 West & 3300 South Performance by movement Interval #1 5:30

Movement	WBL	WBR	NBT	NBR	SBL	SBT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.2	0.0	0.0	0.0	0.0	0.0
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	8.7	4.2	1.3	0.4	1.4	0.4	1.4
Vehicles Entered	6	2	105	10	1	33	157
Vehicles Exited	6	2	105	11	1	33	158
Hourly Exit Rate	24	8	420	44	4	132	632
Input Volume	21	6	412	32	3	126	600
% of Volume	114	133	102	138	133	105	105

3: 1200 West & 3300 South Performance by movement Interval #2 5:45

Movement	WBL	WBR	NBT	NBR	SBL	SBT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.0	0.0		0.0	0.0
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	5.9	4.4	1.2	0.4		0.4	1.2
Vehicles Entered	6	2	100	9	0	34	151
Vehicles Exited	6	2	101	9	0	34	152
Hourly Exit Rate	24	8	404	36	0	136	608
Input Volume	21	6	412	32	3	126	600
% of Volume	114	133	98	112	0	108	101

3: 1200 West & 3300 South Performance by movement Interval #3 6:00

Movement	WBL	WBR	NBT	NBR	SBL	SBT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.0	0.0		0.0	0.0
Total Delay (hr)	0.0	0.0	0.1	0.0	0.0	0.0	0.1
Total Del/Veh (s)	6.9	6.7	1.7	0.5		0.5	1.7
Vehicles Entered	8	2	123	9	0	40	182
Vehicles Exited	8	2	120	9	0	40	179
Hourly Exit Rate	32	8	480	36	0	160	716
Input Volume	25	7	491	38	3	150	714
% of Volume	128	114	98	95	0	107	100

3: 1200 West & 3300 South Performance by movement Interval #4 6:15

Movement	WBL	WBR	NBT	NBR	SBL	SBT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0	0.0	0.0
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Total Del/Veh (s)	9.7	7.8	1.3	0.4	2.9	0.4	1.4
Vehicles Entered	6	1	106	8	1	33	155
Vehicles Exited	6	1	108	8	1	33	157
Hourly Exit Rate	24	4	432	32	4	132	628
Input Volume	21	6	412	32	3	126	600
% of Volume	114	67	105	100	133	105	105

3: 1200 West & 3300 South Performance by movement Entire Run

Movement	WBL	WBR	NBT	NBR	SBL	SBT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0	0.0	0.0
Total Delay (hr)	0.1	0.0	0.2	0.0	0.0	0.0	0.3
Total Del/Veh (s)	8.0	5.5	1.4	0.4	2.5	0.5	1.5
Vehicles Entered	25	7	434	37	2	140	645
Vehicles Exited	25	7	434	37	2	140	645
Hourly Exit Rate	25	7	434	37	2	140	645
Input Volume	22	6	432	34	3	132	628
% of Volume	114	112	101	110	67	106	103

4: 1200 West & Access 3 Performance by movement Interval #1 5:30

Movement	WBL	WBR	NBT	NBR	SBL	SBT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.3	0.1	0.0	0.0	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)	4.0	3.4	0.6	0.0	2.4	0.4	0.6
Vehicles Entered	1	2	114	1	2	38	158
Vehicles Exited	1	2	114	1	2	38	158
Hourly Exit Rate	4	8	456	4	8	152	632
Input Volume	2	5	439	3	8	140	597
% of Volume	200	160	104	133	100	109	106

4: 1200 West & Access 3 Performance by movement Interval #2 5:45

Movement	WBL	WBR	NBT	NBR	SBL	SBT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)		0.1	0.3	0.4	0.0	0.0	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)		3.4	0.5	0.0	2.2	0.4	0.6
Vehicles Entered	0	2	107	1	2	38	150
Vehicles Exited	0	2	107	1	2	37	149
Hourly Exit Rate	0	8	428	4	8	148	596
Input Volume	2	5	439	3	8	140	597
% of Volume	0	160	97	133	100	106	100

4: 1200 West & Access 3 Performance by movement Interval #3 6:00

Movement	WBL	WBR	NBT	NBR	SBL	SBT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)		0.1	0.5	0.3	0.0	0.0	0.3
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)		5.0	0.6	0.0	3.4	0.5	0.7
Vehicles Entered	0	2	131	1	2	45	181
Vehicles Exited	0	1	131	1	2	45	180
Hourly Exit Rate	0	4	524	4	8	180	720
Input Volume	2	6	523	3	9	167	710
% of Volume	0	67	100	133	89	108	101

4: 1200 West & Access 3 Performance by movement Interval #4 6:15

Movement	WBL	WBR	NBT	NBR	SBL	SBT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)		0.1	0.3	0.4	0.0	0.0	0.2
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Del/Veh (s)		4.1	0.5	0.0	3.4	0.4	0.6
Vehicles Entered	0	1	113	1	2	37	154
Vehicles Exited	0	1	113	1	2	37	154
Hourly Exit Rate	0	4	452	4	8	148	616
Input Volume	2	5	439	3	8	140	597
% of Volume	0	80	103	133	100	106	103

4: 1200 West & Access 3 Performance by movement Entire Run

Movement	WBL	WBR	NBT	NBR	SBL	SBT	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.4	0.3	0.0	0.0	0.3
Total Delay (hr)	0.0	0.0	0.1	0.0	0.0	0.0	0.1
Total Del/Veh (s)	8.1	4.6	0.5	0.0	2.5	0.5	0.6
Vehicles Entered	2	6	464	4	9	158	643
Vehicles Exited	2	6	465	4	9	158	644
Hourly Exit Rate	2	6	465	4	9	158	644
Input Volume	2	5	460	3	8	147	625
% of Volume	100	114	101	133	109	108	103

Total Network Performance By Interval

Interval Start	5:30	5:45	6:00	6:15	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.1
Denied Del/Veh (s)	0.4	0.4	0.5	0.4	0.4
Total Delay (hr)	0.8	0.7	1.6	1.3	4.4
Total Del/Veh (s)	9.4	8.7	16.1	15.1	13.2
Vehicles Entered	288	278	333	278	1177
Vehicles Exited	281	281	320	292	1178
Hourly Exit Rate	1124	1124	1280	1168	1178
Input Volume	3931	3931	4674	3931	4117
% of Volume	29	29	27	30	29

Intersection: 1: 1200 West & 3200 South, Interval #1

Movement	EB	WB	NB
Directions Served	TR	L	LR
Maximum Queue (ft)	2	37	198
Average Queue (ft)	0	14	111
95th Queue (ft)	5	41	208
Link Distance (ft)	862		764
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		100	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 1: 1200 West & 3200 South, Interval #2

Movement	EB	WB	NB
Directions Served	TR	L	LR
Maximum Queue (ft)	7	29	170
Average Queue (ft)	1	12	112
95th Queue (ft)	11	39	195
Link Distance (ft)	862		764
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		100	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 1: 1200 West & 3200 South, Interval #3

Movement	EB	WB	WB	NB
Directions Served	TR	L	T	LR
Maximum Queue (ft)	2	40	8	367
Average Queue (ft)	0	19	1	195
95th Queue (ft)	4	49	18	347
Link Distance (ft)	862		888	764
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		100		
Storage Blk Time (%)			0	
Queuing Penalty (veh)			0	

Intersection: 1: 1200 West & 3200 South, Interval #4

Movement	EB	WB	NB
Directions Served	TR	L	LR
Maximum Queue (ft)	2	36	355
Average Queue (ft)	0	12	178
95th Queue (ft)	5	38	421
Link Distance (ft)	862		764
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		100	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 1: 1200 West & 3200 South, All Intervals

Movement	EB	WB	WB	NB
Directions Served	TR	L	T	LR
Maximum Queue (ft)	14	45	8	415
Average Queue (ft)	0	14	0	149
95th Queue (ft)	7	42	9	318
Link Distance (ft)	862		888	764
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		100		
Storage Blk Time (%)			0	
Queuing Penalty (veh)			0	

Intersection: 2: 900 West/1000 West & 3200 South, Interval #1

Movement	EB	WB	WB	NB	SB	SB
Directions Served	L	L	TR	LTR	LT	R
Maximum Queue (ft)	9	29	2	44	31	28
Average Queue (ft)	2	9	0	26	13	10
95th Queue (ft)	12	33	4	51	38	34
Link Distance (ft)			768	642	649	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	100	100				100
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 2: 900 West/1000 West & 3200 South, Interval #2

Movement	EB	WB	NB	SB	SB
Directions Served	L	L	LTR	LT	R
Maximum Queue (ft)	16	39	42	30	28
Average Queue (ft)	3	11	25	13	8
95th Queue (ft)	15	38	52	39	30
Link Distance (ft)			642	649	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	100	100		100	
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 2: 900 West/1000 West & 3200 South, Interval #3

Movement	EB	EB	WB	NB	SB	SB
Directions Served	L	TR	L	LTR	LT	R
Maximum Queue (ft)	21	2	29	56	31	31
Average Queue (ft)	5	0	9	32	12	12
95th Queue (ft)	20	3	33	60	36	37
Link Distance (ft)		888		642	649	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	100		100		100	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 2: 900 West/1000 West & 3200 South, Interval #4

Movement	EB	WB	NB	SB	SB
Directions Served	L	L	LTR	LT	R
Maximum Queue (ft)	16	32	48	27	25
Average Queue (ft)	3	10	30	10	9
95th Queue (ft)	16	34	52	33	31
Link Distance (ft)			642	649	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	100	100		100	
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 2: 900 West/1000 West & 3200 South, All Intervals

Movement	EB	EB	WB	WB	NB	SB	SB
Directions Served	L	TR	L	TR	LTR	LT	R
Maximum Queue (ft)	26	2	43	2	62	36	32
Average Queue (ft)	3	0	10	0	28	12	10
95th Queue (ft)	16	1	34	2	54	37	33
Link Distance (ft)	888		768		642	649	
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	100		100		100		
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 3: 1200 West & 3300 South, Interval #1

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	42	5
Average Queue (ft)	22	1
95th Queue (ft)	50	8
Link Distance (ft)	674	764
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: 1200 West & 3300 South, Interval #2

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	42	5
Average Queue (ft)	24	1
95th Queue (ft)	49	8
Link Distance (ft)	674	764
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: 1200 West & 3300 South, Interval #3

Movement	WB
Directions Served	LR
Maximum Queue (ft)	43
Average Queue (ft)	25
95th Queue (ft)	54
Link Distance (ft)	674
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 3: 1200 West & 3300 South, Interval #4

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	46	11
Average Queue (ft)	22	2
95th Queue (ft)	53	12
Link Distance (ft)	674	764
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: 1200 West & 3300 South, All Intervals

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	60	16
Average Queue (ft)	23	1
95th Queue (ft)	52	8
Link Distance (ft)	674	764
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: 1200 West & Access 3, Interval #1

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	22	10
Average Queue (ft)	8	2
95th Queue (ft)	30	14
Link Distance (ft)	502	1234
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: 1200 West & Access 3, Interval #2

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	31	12
Average Queue (ft)	7	2
95th Queue (ft)	28	15
Link Distance (ft)	502	1234
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: 1200 West & Access 3, Interval #3

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	28	18
Average Queue (ft)	6	5
95th Queue (ft)	27	23
Link Distance (ft)	502	1234
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: 1200 West & Access 3, Interval #4

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	28	18
Average Queue (ft)	7	4
95th Queue (ft)	29	19
Link Distance (ft)	502	1234
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: 1200 West & Access 3, All Intervals

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	31	28
Average Queue (ft)	7	3
95th Queue (ft)	29	18
Link Distance (ft)	502	1234
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty, Interval #1: 0
Network wide Queuing Penalty, Interval #2: 0
Network wide Queuing Penalty, Interval #3: 0
Network wide Queuing Penalty, Interval #4: 0
Network wide Queuing Penalty, All Intervals: 0

APPENDIX C

Site Plan

[illegible]

PROJECT #: 19-368
DRAWN BY: T. REES
PROJECT MANAGER: M. TAYLOR
ISSUED: 01.15.20

 $+$

CONCEPT
PLAN



APPENDIX D

95th Percentile Queue Length Reports

SimTraffic Queueing Report

Project: Nibley Riggs TS

Analysis: Existing (2020) Background

Time Period: Evening Peak Hour

95th Percentile Queue Length (feet)



Project #: UT20-1612

Intersection	NB		SB		EB		WB	
	LR	L	R	L	L	L	L	L
1200 West & 3200 South	187	--	--	--	--	--	36	--
3200 South & 1000 West	--	28	33	21	--	--	--	--

SimTraffic Queueing Report

Project: Nibley Riggs TS

Analysis: Existing (2020) Plus Project

Time Period: Evening Peak Hour

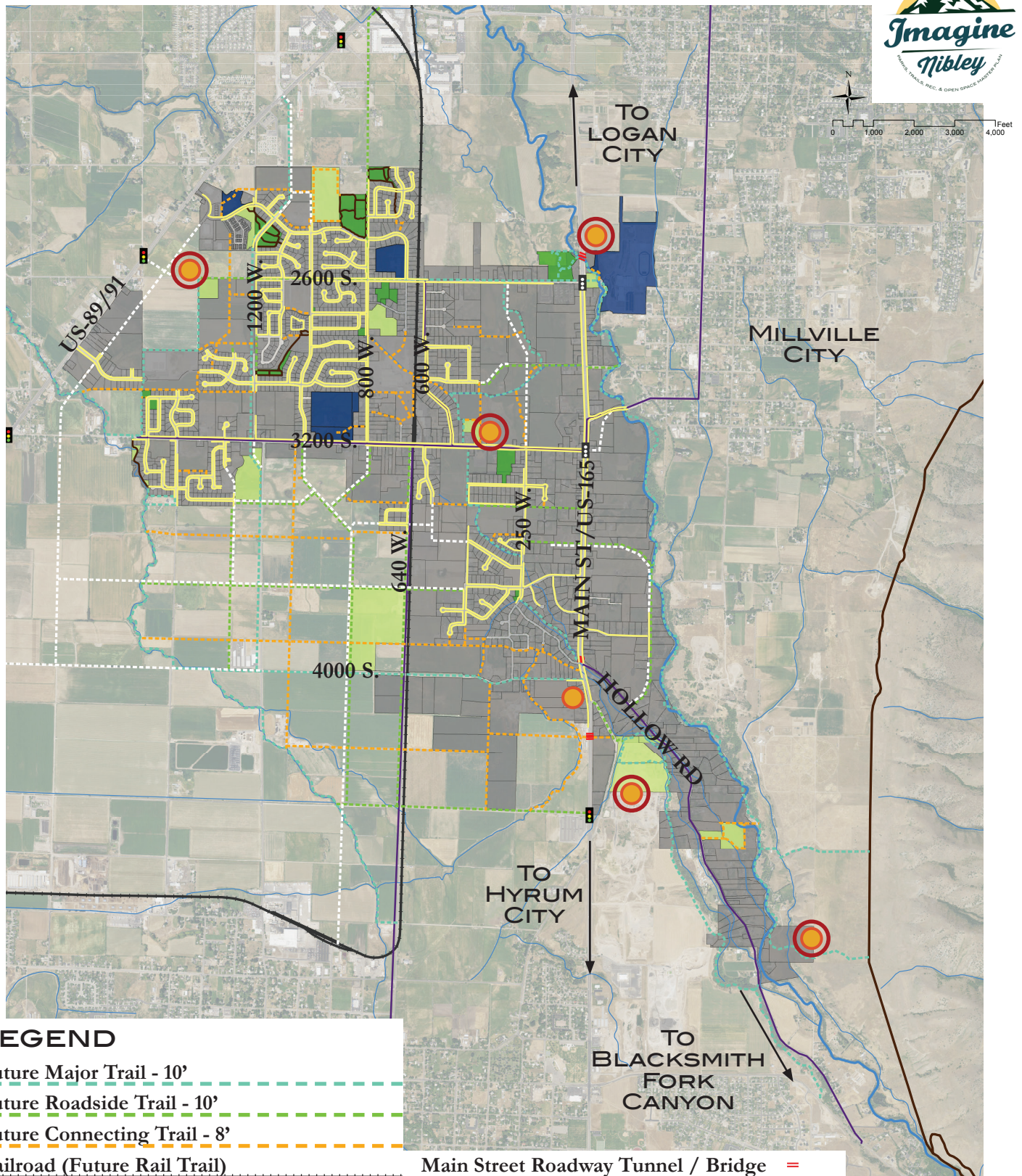
95th Percentile Queue Length (feet)



Project #: UT20-1612

Intersection	NB		SB		EB		WB			
	LR	LTR	LT	R	L	TR	L	LR	T	TR
1200 West & 3200 South	318	--	--	--	--	7	42	--	9	--
1200 West & 3300 South	--	--	8	--	--	--	--	52	--	--
1200 West & Access 3	--	--	18	--	--	--	--	29	--	--
900 West/1000 West & 3200 South	--	54	37	33	16	1	34	--	--	2

TRAILS MAP



LEGEND

Future Major Trail - 10'
Future Roadside Trail - 10'
Future Connecting Trail - 8'
Railroad (Future Rail Trail)
Future Roads
Existing Shared-Use Roadway
Existing Park Pathway
Existing Sidewalk
Future Trailhead
Existing Trailhead

Main Street Roadway Tunnel / Bridge
Bonneville Shoreline Trail
Blacksmith Fork River
Canal/Stream
Future Park
Existing Park
School



civilsolutionsgroupinc.

**NIBLEY CITY
R-PUD DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”), entered into this ____ day of _____, 20____, between _____, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, _____, hereinafter referred to as “the Development” seeks to obtain approval as a Residential Planned Unit Development (“R-PUD”) under Nibley City Code Title 19, Chapter 32 (“R-PUD Ordinance”); and

WHEREAS, the approval of an R-PUD requires the City, by legislative act, to apply the R-PUD overlay zone to the Development, which act is preconditioned on the Developer entering into and complying with the terms of this Agreement; and

WHEREAS, the Developer has prepared preliminary plans for the Development, including a preliminary site plan, proposed amenity improvements, proposed open space, total number of units to be developed, proposed phasing, maintenance plans, and other supporting documentation as required by the City and the R-PUD Ordinance, (“Preliminary Plans”) which plans are attached hereto and made part of this Agreement as Exhibit “A”; and

WHEREAS, it is necessary for the interest of the public welfare that the Development be developed and improved according to the specifications set forth in Nibley City Ordinances and Design Standards and this Agreement; and

NOW, THEREFORE, to induce Nibley City to approve the proposed R-PUD development and rezoning, the Developer does hereby unconditionally promise and agree with Nibley City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance, Nibley City Code Title 21, the R-PUD Ordinance and the Nibley City Design Standards. Developer hereby acknowledges that Developer, or an agent of Developer, has read and understands the provisions of the ordinances and standards and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. Developer hereby acknowledges that the execution of this Agreement, on its own, does not constitute final plat approval, approval of the R-PUD rezone, or permission to begin development, and that any such approvals granted by the City may be granted only upon Developer’s compliance with the terms of the Nibley City Ordinances, Design Standards, and this Agreement.

3. This Agreement, including the Preliminary Plans attached hereto, shall govern the Development. The Developer shall develop, construct, improve, and maintain the Development in a way that is substantially similar to the Preliminary Plans. In no event may the number of units in the Development exceed the number of units described in the Preliminary Plans.

4. Developer shall develop and construct all open space, landscaping, housing units, utilities, amenities, roadways, and all other improvements in accordance with the standards listed within Nibley City Design Standards, Nibley City Code Title 21, Nibley City Code Title 21 Chapter 32.

5. Developer shall develop the park and amenities in proportional phases as required in NCC 19.32.050(A).

6. Developer shall provide a preliminary maintenance plan with the Preliminary Plans for the maintenance of amenities as required by NCC 19.32.050(B).

7. This Agreement and the Preliminary Plans may be revised or amended only upon the approval of the Nibley City Council, with the recommendation of the Planning Commission.

8. Developer shall ensure that there are no holders of interests that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar devices, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish these facts prior to receiving final plat approval or approval of the R-PUD rezone.

9. Developer shall comply with all applicable federal, state, county and City requirements, regulations and laws for each aspect of this Development, including payment of fees, provision of bonds and other guarantees, and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such applicable laws, ordinances and requirements as now existing and as enacted and/or amended prior to construction. In the event of a conflict between this Agreement and any applicable federal, state, county, or city requirement, regulation, or law, the federal, state, county, or city requirement, regulation, or law shall prevail to the extent of such conflict.

10. Developer shall not engage in any construction or disturbance of soil in the development prior to issuance of the Notice to Proceed by the Public Works Director.

11. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns including all parties who acquire title to any portion of the Development; provided, however, that this Agreement cannot be otherwise assigned, transferred or conveyed by either party, without the express, written consent of the other party.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

13. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

14. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

15. Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

16. No Third Parties. This Agreement, and all Exhibits thereto, is intended for the sole benefit of the named parties thereto. No third party, except for permitted successors and assigns, shall have any right to enforce any of the terms or obligations herein.

17. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land and bind all future owners of any part of the Development.

18. Attorney Fees. Both Parties shall pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceedings.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

NIBLEY CITY

DEVELOPER

By: DAVID N. ZOOK
Its: City Manager

By:

By:

STATE OF UTAH)
 :SS
County of Cache)

On this ____ day of _____, 2019, personally appeared before me DAVID N. ZOOK, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
County of Cache)

On the ____ day of _____, 2019, personally appeared before me, _____, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Exhibit A
Preliminary Plans