



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, July 8, 2021 – 6:30 p.m.

In accordance with Utah Code Annotated 52-4-207 and Nibley City Resolution 12-04, this meeting may be conducted electronically. The anchor location for the meeting will be Nibley City Hall, 455 West 3200 South, Nibley, Utah. The public may also participate in the meeting via the Zoom meeting link provided at www.nibleycity.com. Public comment should be submitted to cheryl@nibleycity.com by 6:30 p.m. and will be read into the public record.

1. Opening Ceremonies (Mayor Dustin)
2. Call to Order and Roll Call (Chair)
3. Approval of the June 24, 2021 Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period¹ (Chair)
5. Planning Commission Report
6. **Presentation** – Nibley Wellbeing Survey
7. **Discussion & Consideration** – Resolution 21-19: Appointment of Nibley City Treasurer, Nibley City Recorder and Nibley City Chief Finance Officer; and Administration of Oath of Office for Appointed Officials
8. **Administration of Oath of Office** – Nibley City Manager, Nibley City Treasurer, Nibley City Recorder
9. **Discussion & Consideration** – Ordinance 21-11: Amending Nibley City Code: 19.24.060 Accessory Buildings in Residential Zones; Setback Standards for Accessory Buildings (Third Reading)
10. **Discussion & Consideration** – Resolution 21-20: Amending Nibley City's Consolidated Fee Schedule; Appeal and Variance Applications (First Reading)
11. **Discussion & Consideration** - Street Improvement and Dedication Agreements for 2600 South between Highway 89/91 and 1200 west. (Applicants: Wesley Nelson Farms, Tri H Farms, Catholic Diocese of Salt Lake City, & River Valley Development)
12. Council and Staff Report

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.

² Items on the Consent Agenda are considered to be routine and/or non-controversial and will be approved in one vote.



Agenda Item #6

Description	Presentation – Nibley Wellbeing Survey
Presenter	Courtney Flint, Associate Professor of Sociology at Utah State University
Recommendation	Listen to the presentation. Ask clarifying questions. Discuss.
Reviewed By	City Manager, City Recreation Director

Background:

Professor Courtney Flint, Director of the Institute for Social Science Research on Natural Resources at Utah State University, has been conducting wellbeing surveys and research in Utah for a number of years. She will give a brief summary of this years results pertaining to Nibley.

Nibley Wellbeing Survey Findings April 2021

Courtney Flint, Ph.D.

Utah State University Sociology and Extension

courtney.flint@usu.edu; 435-797-8635

Nibley City is one of 30 cities currently participating in the Utah Wellbeing Survey Project and has been involved since 2020. This project is designed to assess the wellbeing and local perspectives of city residents and to provide information to city leaders to inform their general planning process. More details can be found on the [Utah Wellbeing Project website](#).

2021-2022 Wellbeing Project Steps:

- ✓Step One: Work with city leaders to design surveys and reach out to city residents
- ✓Step Two: Survey residents to gather their wellbeing and community perspectives
- ✓Step Three: Analyze data and produce initial reports for each city to highlight findings
- Step Four: Share reports and gather city feedback
- Step Five: Create websites to share broadly with city residents and beyond
- Step Six: Work collaboratively to provide wellbeing resources to Utah communities
- Step Seven: Continue survey efforts to see how perspectives change over time

What is in this report?

This report describes findings from the 2021 Nibley survey with initial information on changes since 2020 and some comparative information with other project cities. Feedback from city leaders and planners is welcome. We will continue with analysis and reporting.

How was the survey conducted?

In January and February 2021, Nibley City advertised the survey via monthly newsletter, email/texts to residents, social media, flyers, communication to public entities, and website. All city residents age 18+ were encouraged to take the online Qualtrics survey.

How many people responded?

- **305 surveys** were recorded in this 2021 survey effort. Not all responses were complete.
- The 2020 survey had **62 responses**. The 2020 Nibley Wellbeing Survey report is available on the [Utah Wellbeing Project website](#).
- The adult population of Nibley was estimated at 3,934 based on the 2015-2019 American Community Survey. The 305 survey responses represent 7.8% of the adult population and have a conservative margin of error of 5.39%.

The Utah League of Cities and Towns is a collaborator on this project and the following people have contributed to this effort in many ways: Casey Trout, Rachel Sagers, Caitlyn Rogers, Madison Fjeldsted, Avery Sadowski and Chad Wright. Utah State University is an affirmative action/equal opportunity institution and is committed to a learning and working environment free from discrimination, including harassment. For USU's non-discrimination notice, see equity.usu.edu/non-discrimination.

Survey Respondent Characteristics

Full Time Residents of Nibley	98.0%
Part Time Residents of Nibley	2.0 %
Length of Residency – Range	0.5-54 years
Length of Residency – Average	11 years
Length of Residency – Median	9 years
Length of Residence 5 Years or Less	35.5%

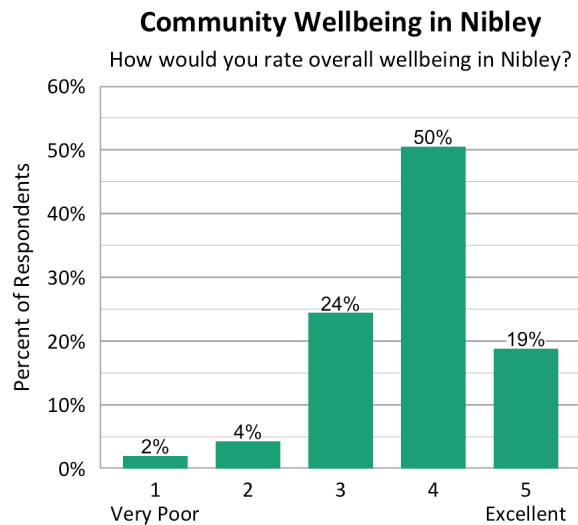
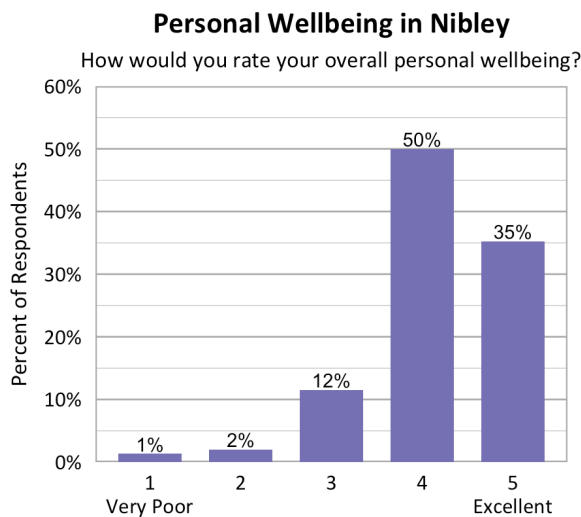
Demographic characteristics of the survey respondents are compared below with U.S. Census information from the 2015-2019 American Community Survey. As the table shows, survey respondents were not fully representative of Nibley. People who are female, have at least a 4-year college degree, are married, own their home, and have children in household were particularly overrepresented. People age 18-29 are particularly underrepresented. Not all respondents provided demographic information.

Demographic Characteristics of Survey Respondents and U.S. Census Data for Nibley

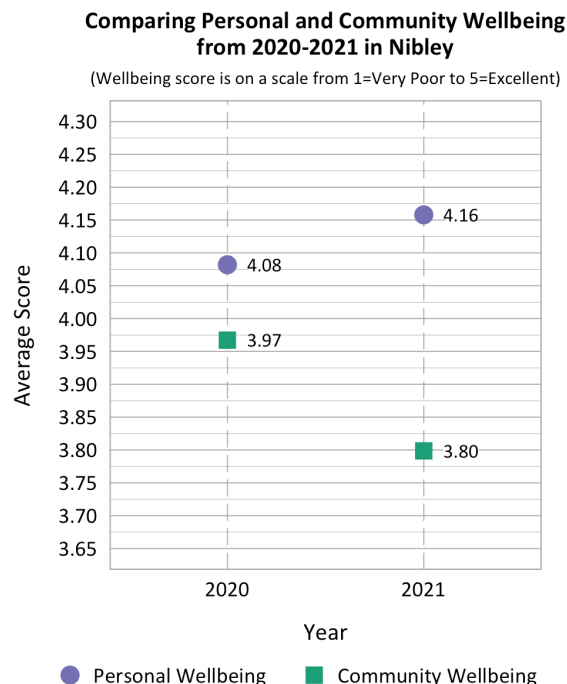
Demographic Characteristics	Nibley Online Wellbeing Surveys		American Community Survey 2015-2019 Estimates
	2020 (N=62)	2021 (N=305)	
Age 18-29	9.6%	7.6%	23.9%
Age 30-39	44.2%	35.3%	29.1%
Age 40-49	25.0%	32.8%	21.0%
Age 50-59	7.7%	14.3%	12.3%
Age 60-69	9.6%	7.1%	10.2%
Age 70 or over	3.8%	2.9%	3.6%
Adult female	84.6%	73.9%	49.7%
Adult male	15.4%	25.6%	50.3%
No college degree	32.7%	35.4%	63.5%
College degree (4-year)	67.3%	64.6%	36.5%
Median household income	NA	NA	\$91,372
Income under \$25,000	1.9%	2.6%	3.5%
Income \$25,000 to \$49,999	13.5%	10.8%	16.6%
Income \$50,000 to \$74,999	28.8%	25.9%	19.3%
Income \$75,000 to \$99,999	40.4%	28.0%	24.1%
Income \$100,000 to \$149,999	15.4%	21.6%	21.2%
Income \$150,000 or over	0%	11.2%	15.2%
Latter-day Saints	90.4%	84.6%	NA
Other religion	5.8%	6.8%	NA
No religious preference	3.8%	8.5%	NA
Hispanic/Latino	NA	3.0%	10.8%
White	98.0%	97.8%	91.3%
Nonwhite	2.0% includes Hispanic	2.2%	8.7%
Married	88.5%	91.1%	64.7%
Children under 18 in household	73.1%	74.7%	66.5%
Employed	67.3%	66.8%	75.0%
Out of work and looking for work	0%	1.7%	1.3%
Other	32.7%	31.5%	23.7%
Own Home/Owner Occupied	NA	96.2%	94.0%
Rent Home/Renter Occupied/Other	NA	3.8%	6.0%

Overall Personal Wellbeing and Wellbeing in Nibley

Survey participants were asked about their overall personal wellbeing and overall community wellbeing in Nibley. These wellbeing indicators both measured on a 5-point scale from very poor (1) to excellent (5). The average personal wellbeing score in Nibley was **4.16**, with **85%** of respondents indicating their wellbeing at a 4 or 5 on the 5-point scale. The average score for community wellbeing in Nibley was **3.80** with **69%** of respondents indicating city wellbeing at a 4 or 5 on the 5-point scale.

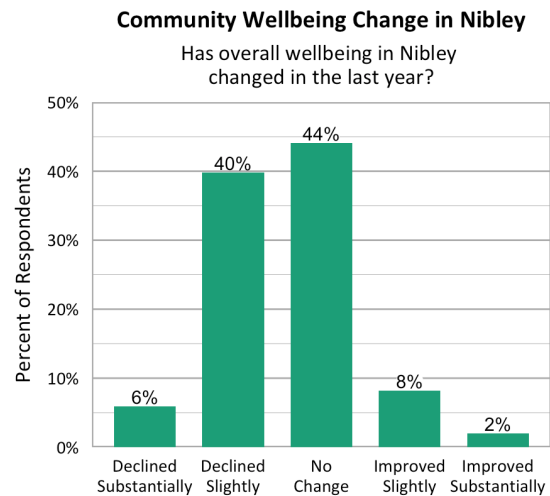
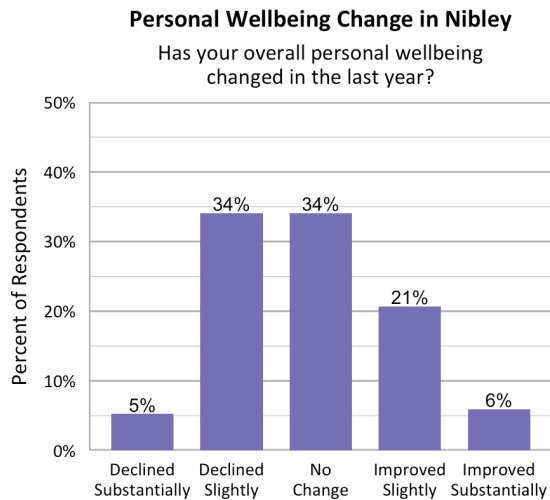


The graph below compares 2020 and 2021 survey data for personal wellbeing score and community wellbeing. The number of respondents differed between years and individuals are not tracked from year to year. Personal wellbeing increased from 4.08 to 4.16 while wellbeing in Nibley declined from 3.97 to 3.80 during this time.



Perceived Changes to Wellbeing in the Last Year

The COVID-19 pandemic dominated much of 2020. Survey respondents were asked if their overall personal wellbeing or wellbeing had changed in the last year. Survey findings show that **39%** of respondents indicated that their personal wellbeing declined in that time and **46%** of respondents indicated that wellbeing in Nibley declined as well.

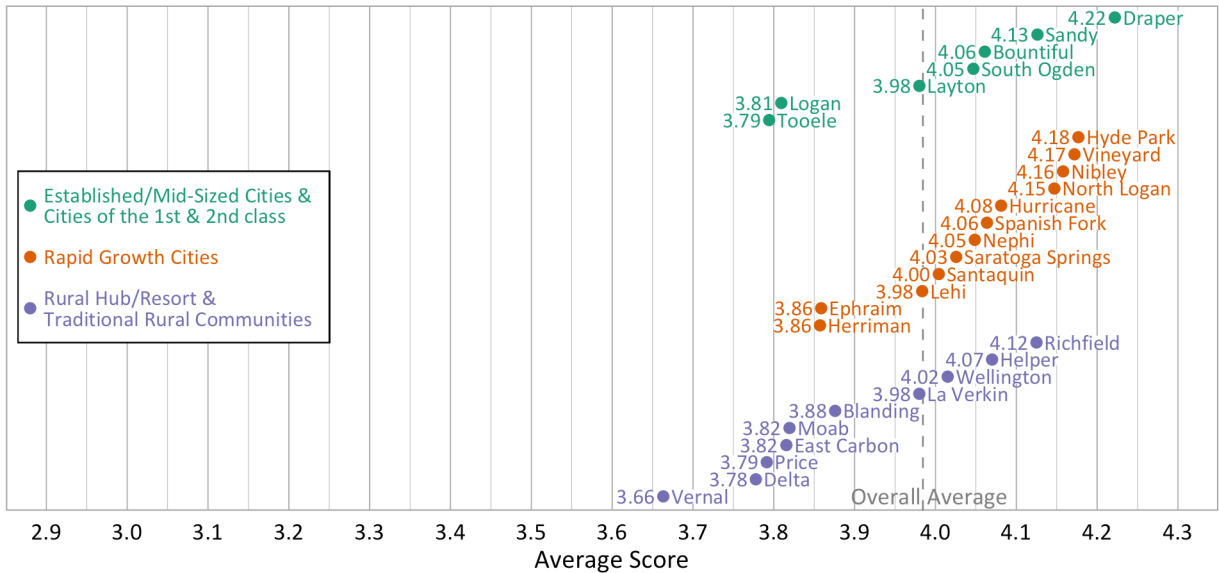


Comparing Wellbeing Across Utah Cities

The Utah League of Cities and Towns classifies Nibley as a Rapid Growth Community. Within this cluster of cities, Nibley falls above the cluster average in terms of the average overall personal wellbeing score and average community wellbeing score. Nibley is only statistically significantly different from Herriman and Ephraim in terms of overall personal wellbeing, but it is significantly higher than Lehi, Santaquin, Nephi, Ephraim, and Herriman, and significantly lower than Vineyard, and Hyde Park on overall community wellbeing.

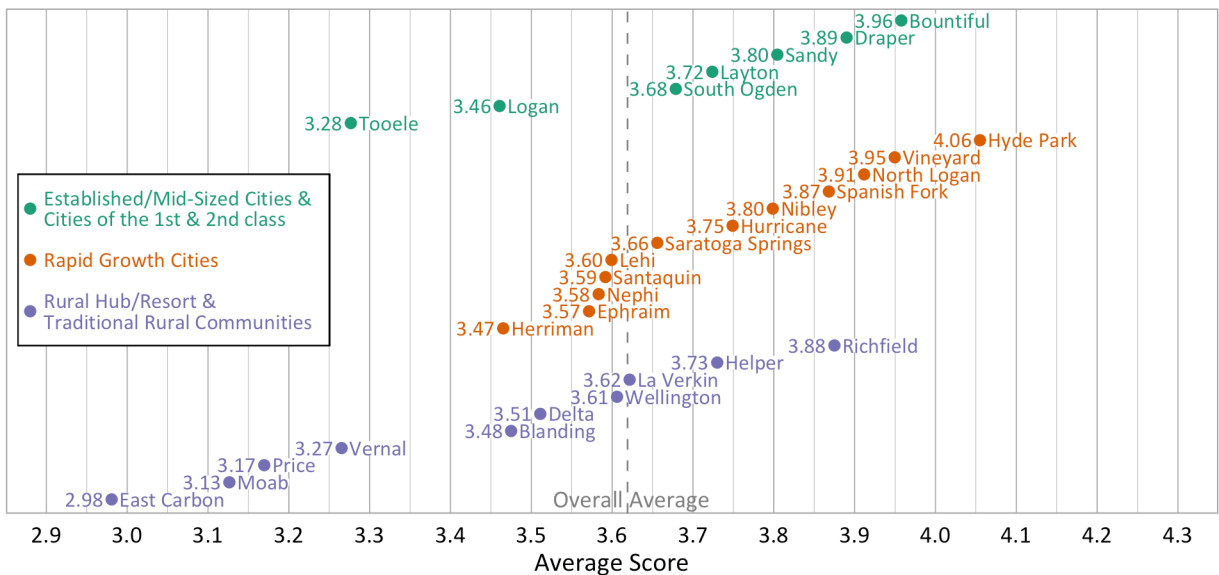
Overall Personal Wellbeing Scores from Participating Utah Cities (2021)

(On a scale from 1=Very Poor to 5=Excellent)



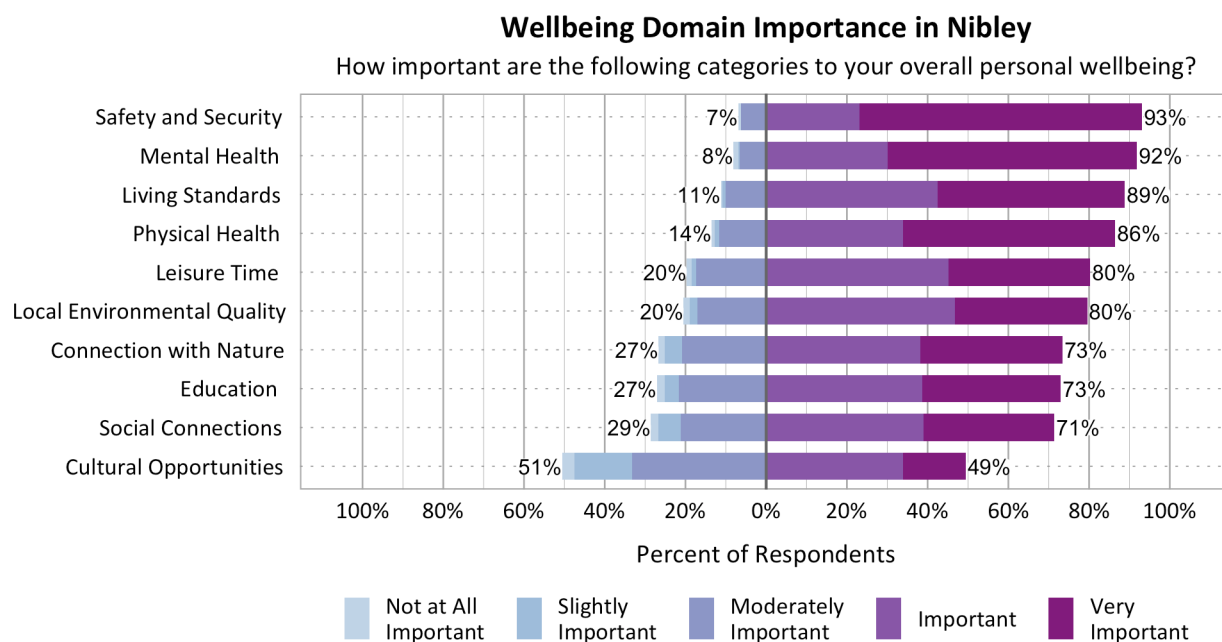
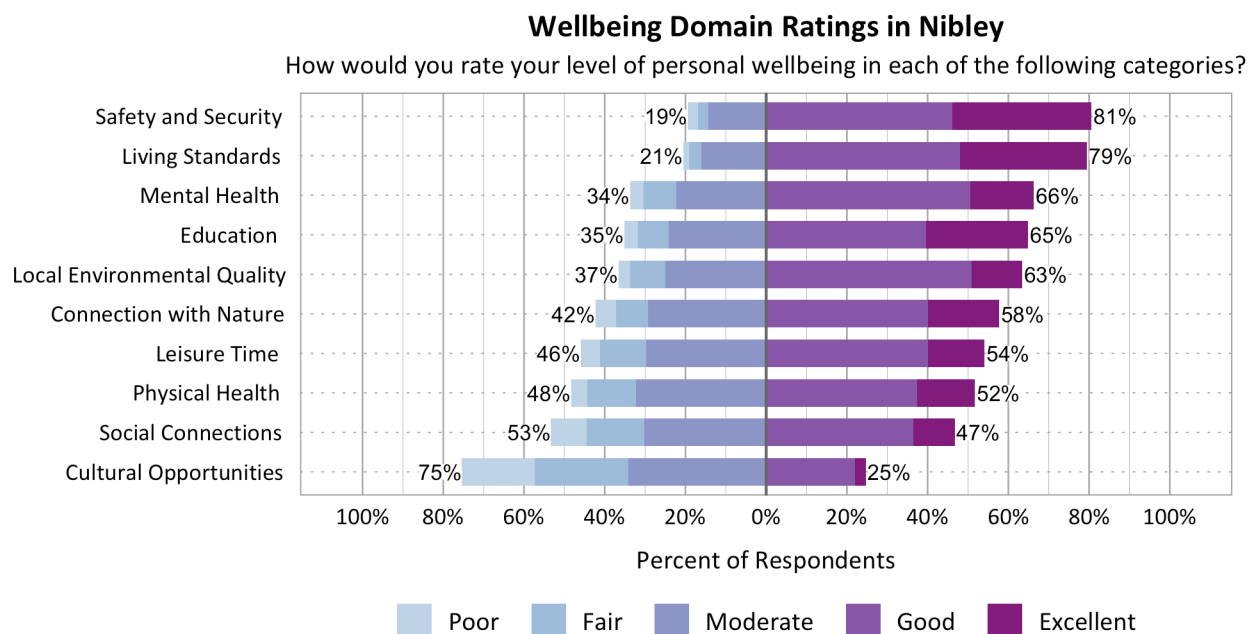
Overall Community Wellbeing Scores from Participating Utah Cities (2021)

(On a scale from 1=Very Poor to 5=Excellent)



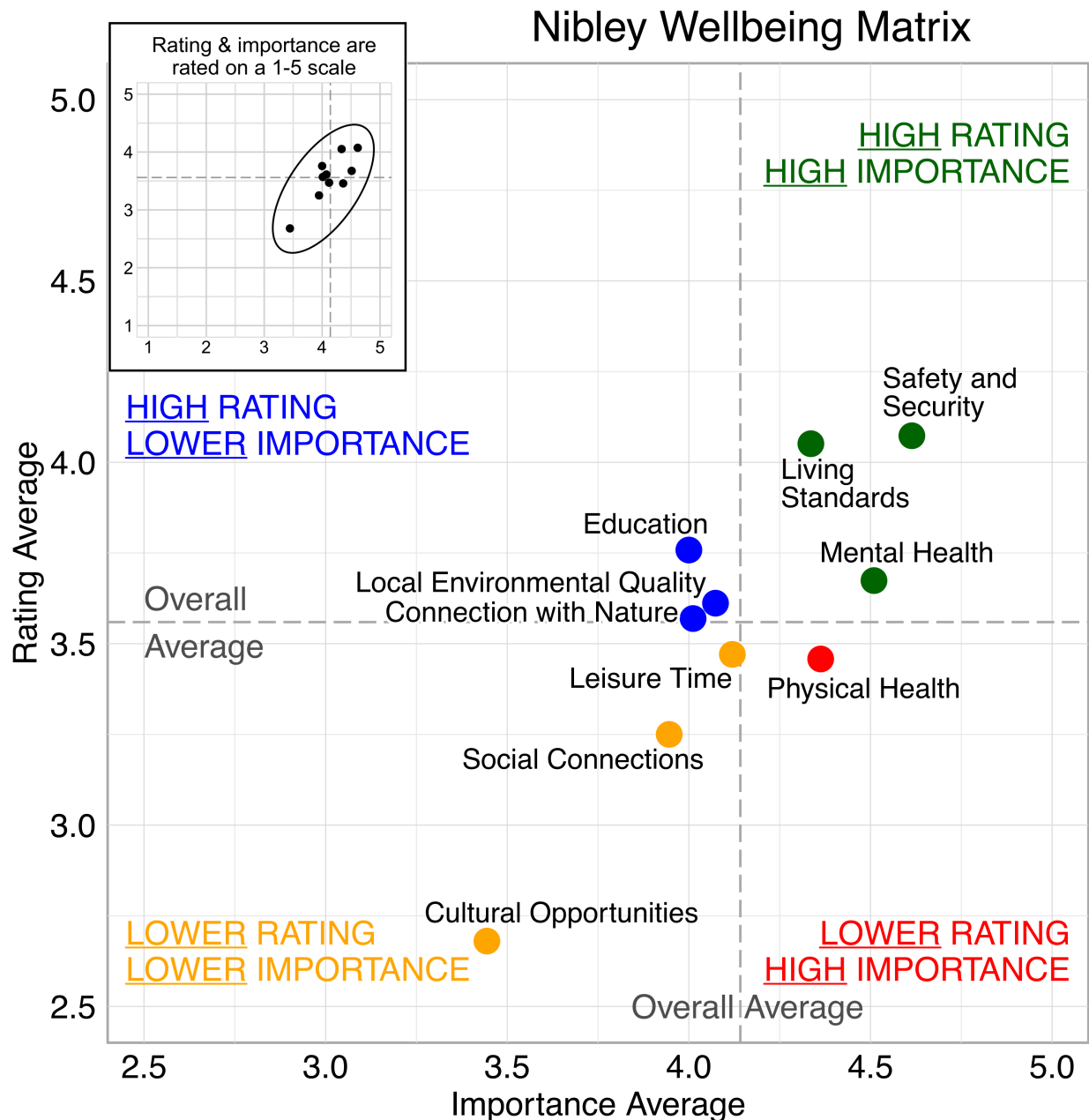
Wellbeing Domains in Nibley

According to national and international entities that track wellbeing, there are a number of common dimensions or domains of wellbeing. In this survey, respondents rated ten domains on a 5-point scale from *poor* to *excellent*, suggesting how their wellbeing was doing well in each area. They were also asked to indicate the importance of each domain to their overall personal wellbeing on a 5-point scale from *not at all important* to *very important*. The top three highest rated wellbeing domains for respondents in Nibley were **Safety and Security** and **Living Standards**. The two most important wellbeing domains were **Safety and Security** and **Mental Health**.



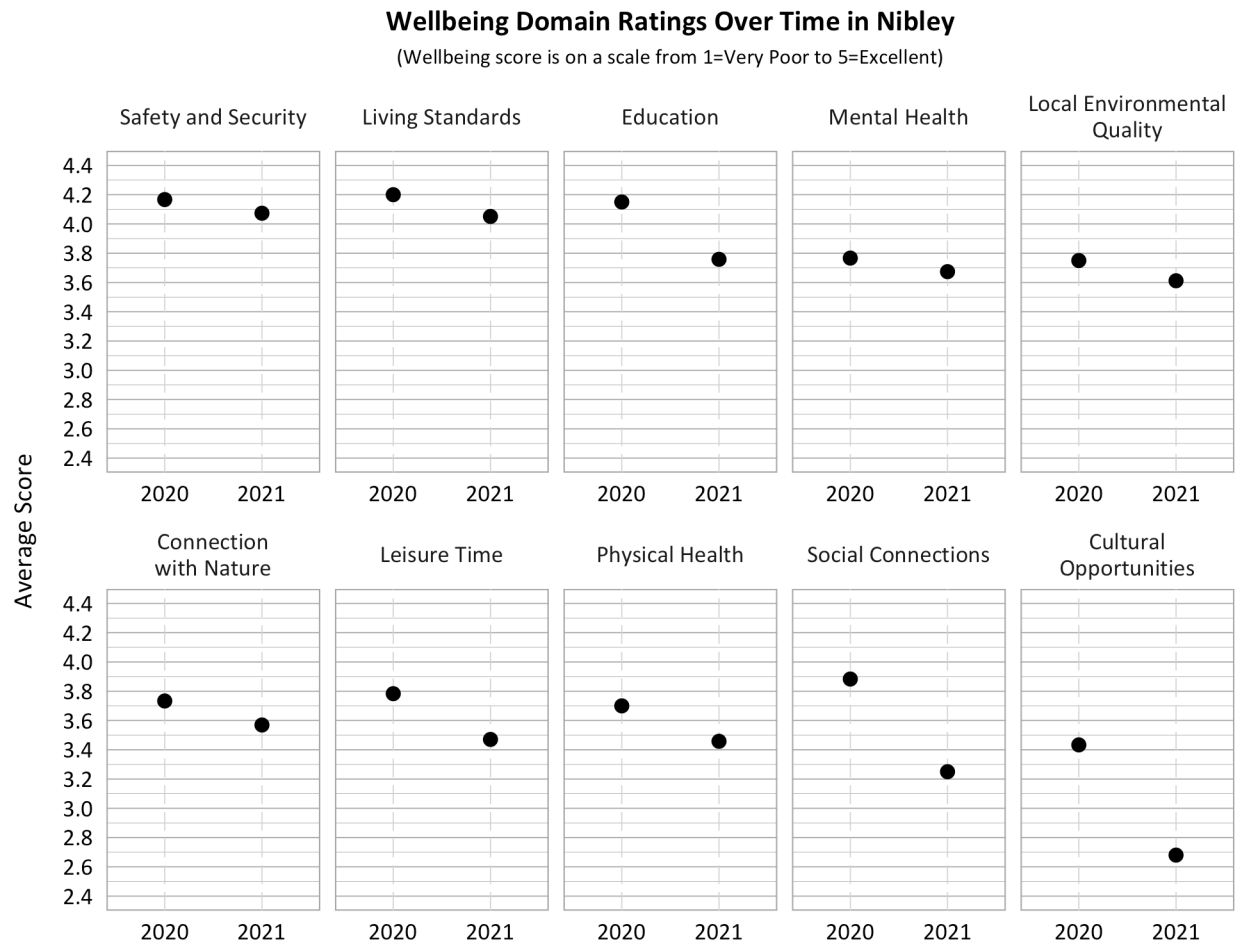
Wellbeing Matrix for Nibley

The graph below illustrates the relationship between the average rating and the average importance of wellbeing domains for survey respondents from Nibley. **Safety and Security**, **Living Standards**, and **Mental Health** were highly important and rated above average among the domains. **Physical Health** fell into the red quadrant or “Red Zone”, indicating that it was of higher-than-average importance, but rated lower than average. Please note that all domains except for cultural opportunities had an average rating above 3.0 (moderate) and the importance score for all domains was higher than 3.0 (moderately important).



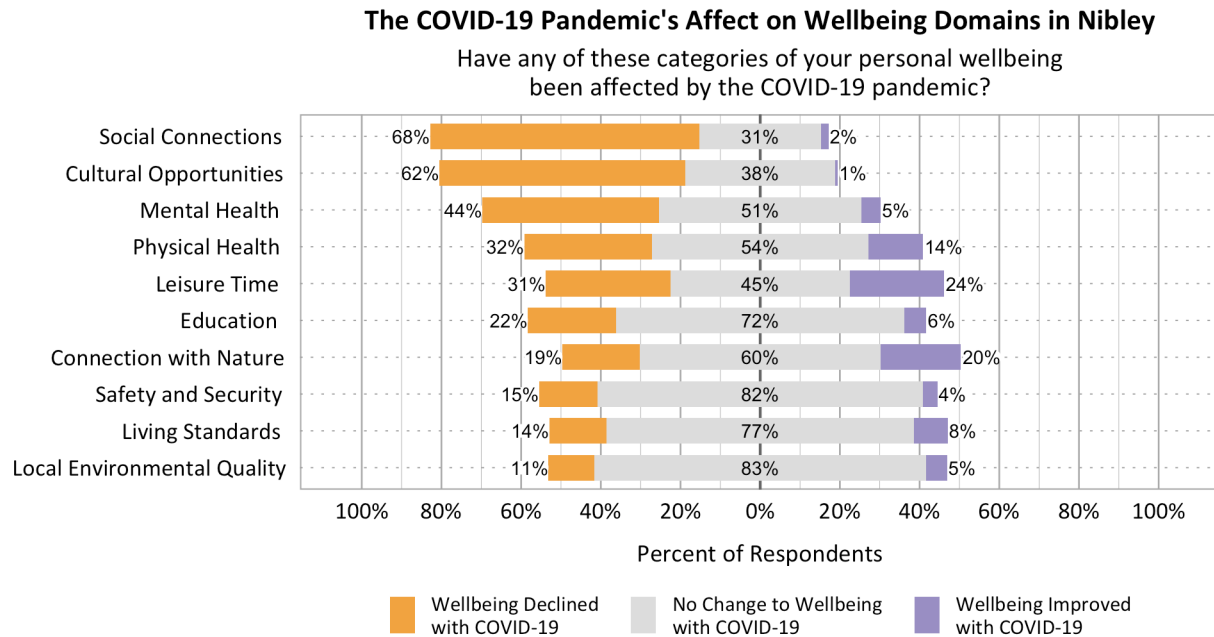
Wellbeing Domain Ratings Over Time

The graphs below show how the domains were rated in 2020 and 2021 by Nibley residents. The change in scores reflect the perceptions of change described above. Note that the number of survey participants increased greatly in 2021 and no individuals were tracked from year to year.



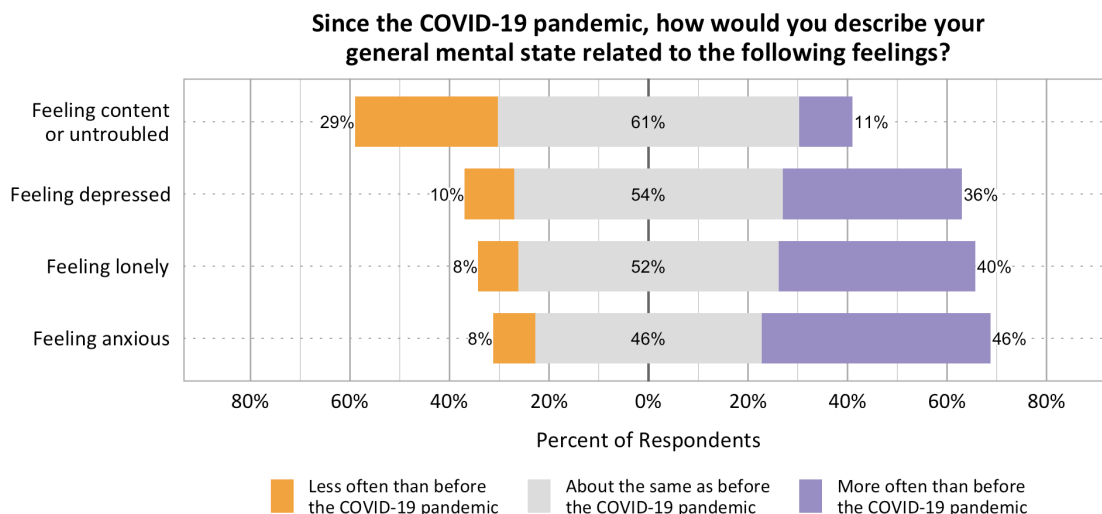
How did the COVID-19 Pandemic Impact Wellbeing Domains?

The COVID-19 pandemic's impact was most strongly felt regarding **Social Connections**, **Cultural Opportunities**, and **Mental Health**. No change was reported by most Nibley respondents for **Local Environmental Quality**, **Safety and Security**, **Living Standards**, **Education**, and **Connection with Nature**. Improvements were reported in **Leisure Time** for 24% of respondents and **Connection with Nature** for 20% of respondents.



Emotional Impacts from COVID-19

Nibley City asked about emotional issues and COVID-19. While many did not experience negative emotions or a decline in positive emotions, there were clearly people in Nibley who felt an emotional impact from the COVID-19 pandemic and its related challenges.



How are Demographic Characteristics Related to Wellbeing?

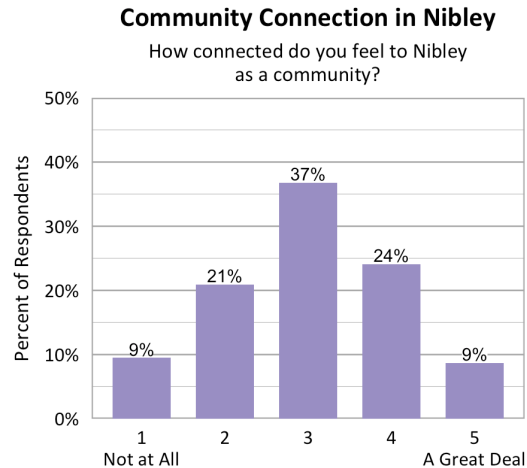
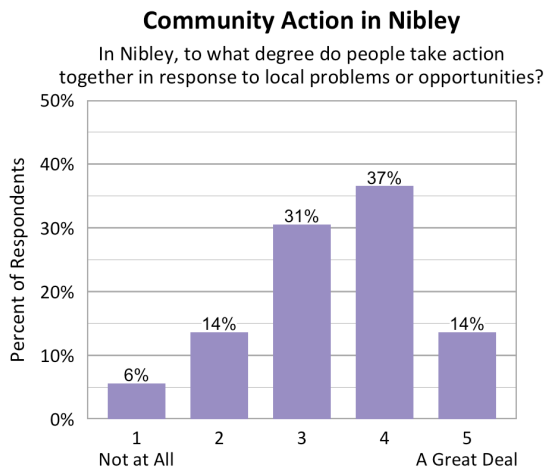
The demographic variables age, gender, college degree, religion, income, and length of residence were found to have varying relationships with wellbeing perspectives among Nibley respondents as shown in the table below based on a multivariate generalized linear model with unweighted data (significance based on $p < .05$). Religion had an influence on the rating of wellbeing, but not on the importance of wellbeing domains. The +/- sign indicates whether the demographic group was statistically significantly higher or lower than others in that category.

Relationships Between Demographic Characteristics and Wellbeing Domains in Nibley

	Demographic Variables					
Domains Rated	Age 60+	Female	College Degree	Latter-day Saint	Higher Income	Resident 5 Years or Less
	Wellbeing Ratings					
Overall Personal Wellbeing				+ vs Agnostic/Atheist/No Preference	+	
Wellbeing in Nibley			+			
Connection to Nature	+			+ vs Agnostic/Atheist/No Preference	+ Over \$100,000 > \$50,000 - \$74,999	
Cultural Opportunities		–				
Education		+	+	– vs Other Religion	+ Over \$100,000 > \$50,000 - \$74,999	
Leisure Time						
Living Standards	+ vs 40-59	+	+			
Local Environmental Quality		+	+			
Mental Health	+ vs 40-59			+ vs Agnostic/Atheist/No Preference		
Physical Health				+		
Safety and Security			+	– vs Other Religion		
Social Connections				+ vs Agnostic/Atheist/No Preference		–
	Domain Importance					
Domains Rated	Age 60+	Female	College Degree	Latter-day Saint	Higher Income	Resident 5 Years or Less
Connection to Nature					+ Over \$150,000 > \$100,000-\$149,999	
Cultural Opportunities						–
Education			+		+	
Leisure Time		–				
Living Standards					+	
Local Environmental Quality					+	
Mental Health					+	
Physical Health					+	
Safety and Security					+ Over \$150,000 > \$100,000 - \$149,999	
Social Connections						

Community Action and Connections in Nibley

Survey participants were asked about community actions and connectedness to community in Nibley. Both questions were scored on a 5-point scale from *not at all* (1) to *a great deal* (5). When asked about the degree to which people take action together in response to local problems or opportunities in Nibley, the average score was **3.39**. When asked about the degree they feel connected to their community, the average score was **3.02**.

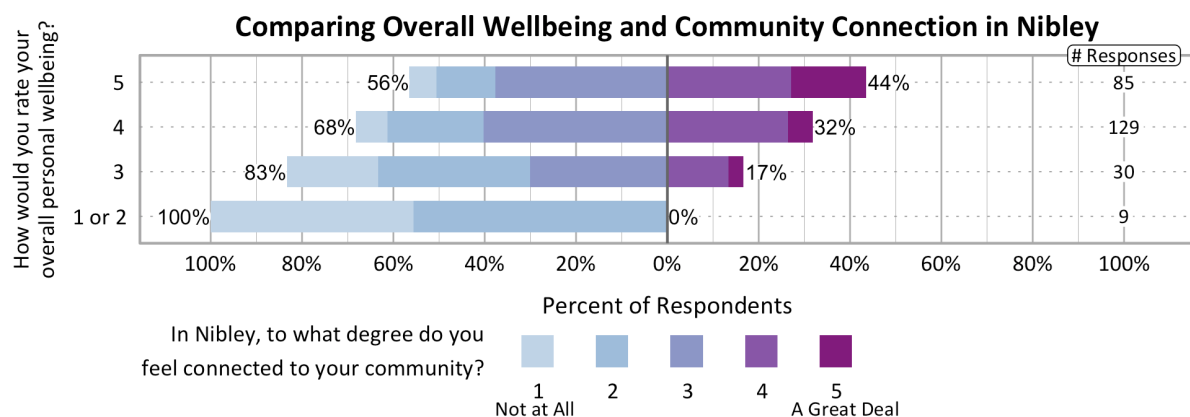


Latter-day Saints reported higher levels of community connectedness and perceptions that people in Nibley take action than those indicating they were Agnostic or Atheist or had no religious preference.

Demographic Characteristics and Community Questions

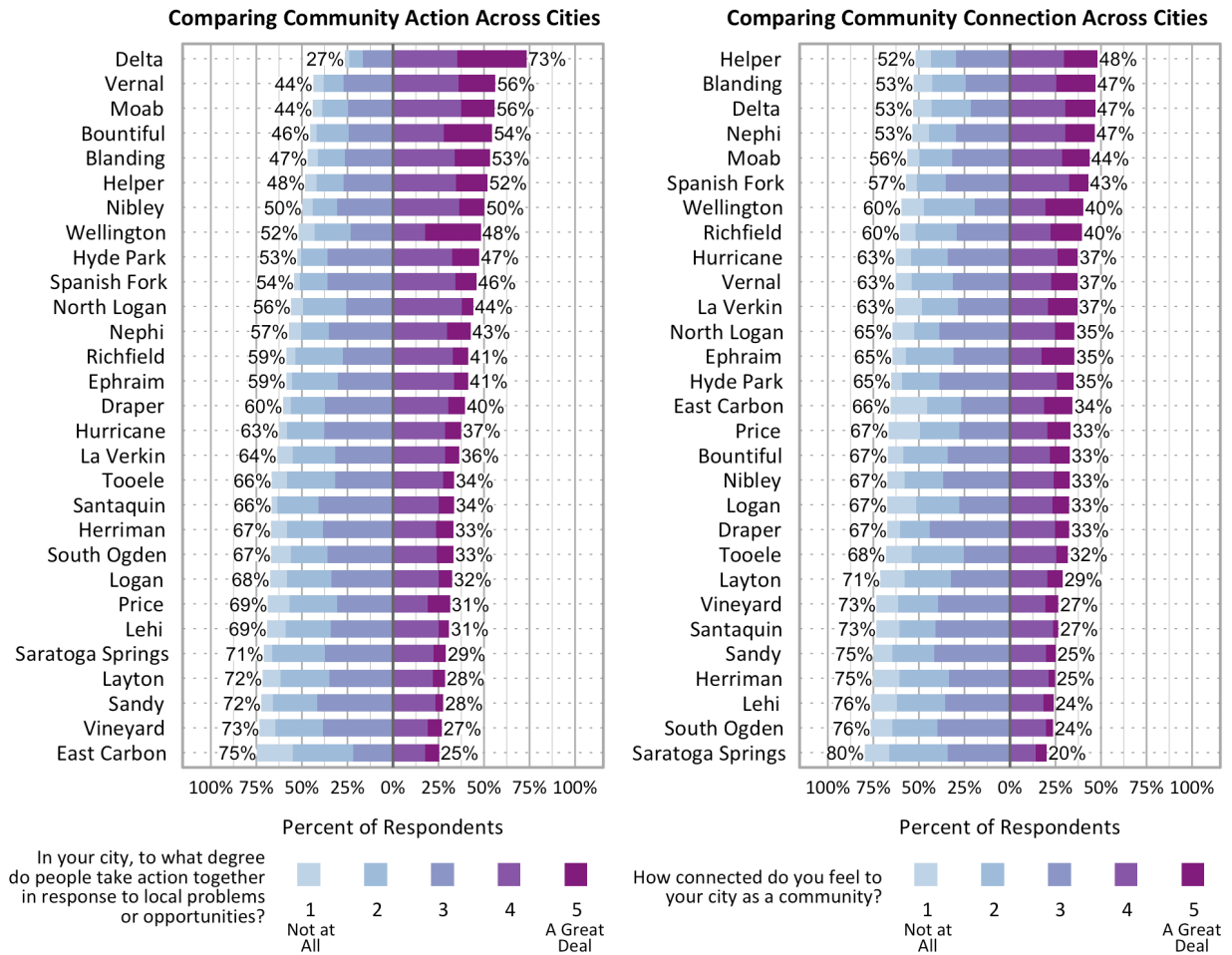
Community Questions	Age 60+	Female	College Degree	Latter-day Saint	Higher Income	Resident 5 Years or Less
Do people in Nibley take action?				+ vs Agnostic, Atheist, No Preference		
Do you feel connected to your community?				+ vs Agnostic, Atheist, No Preference		

A significant, positive relationship was found between individuals' community connectedness and overall personal wellbeing. This is based on a multivariate generalized linear model with unweighted data (significance based on $p < .05$).



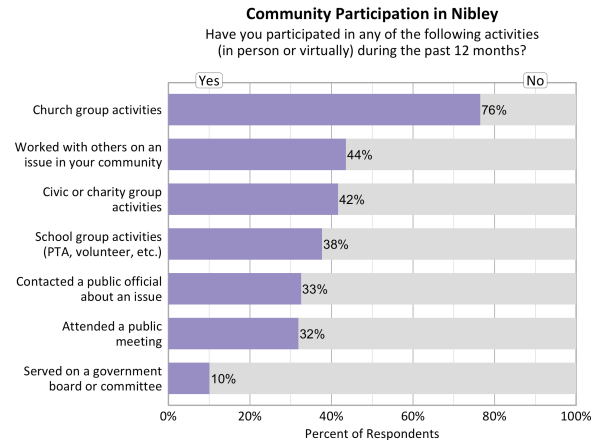
Comparing Community Action and Connection Across Cities

The graphs below show how Wellbeing Project cities compare on the degree to which people take action in response to local problems and opportunities and how connected people feel to their city as a community. Nibley is in the top 10 on perceived community action and in the mid-range on community connection based on the number of people indicating a 4 or 5 on a 5-point scale.



Participation in Community Activities

Respondents were asked to indicate whether or not they participated in seven different activities and a community activeness score was calculated by adding activities. The average community activeness score for Nibley was **2.70**. Church group activities (76%) was the most common activities for respondents.

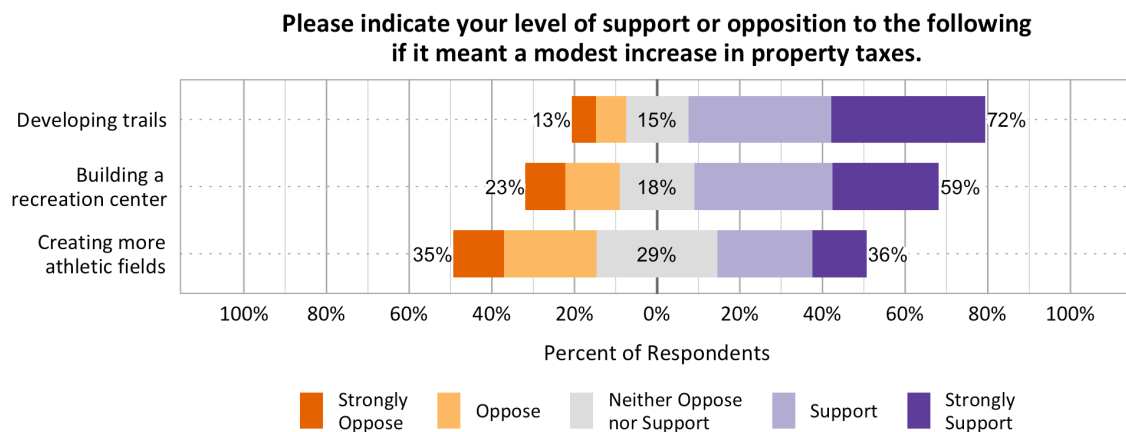
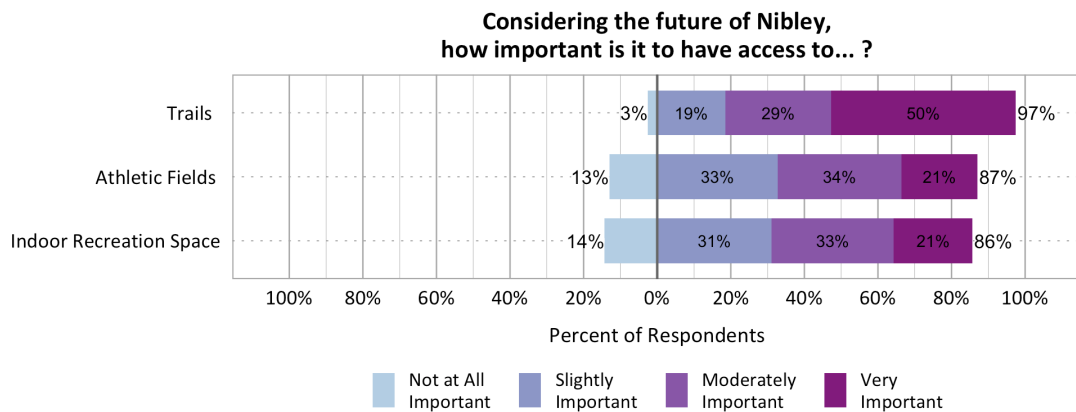


Nibley Recreation Questions

Nibley City asked about 2 additional activities

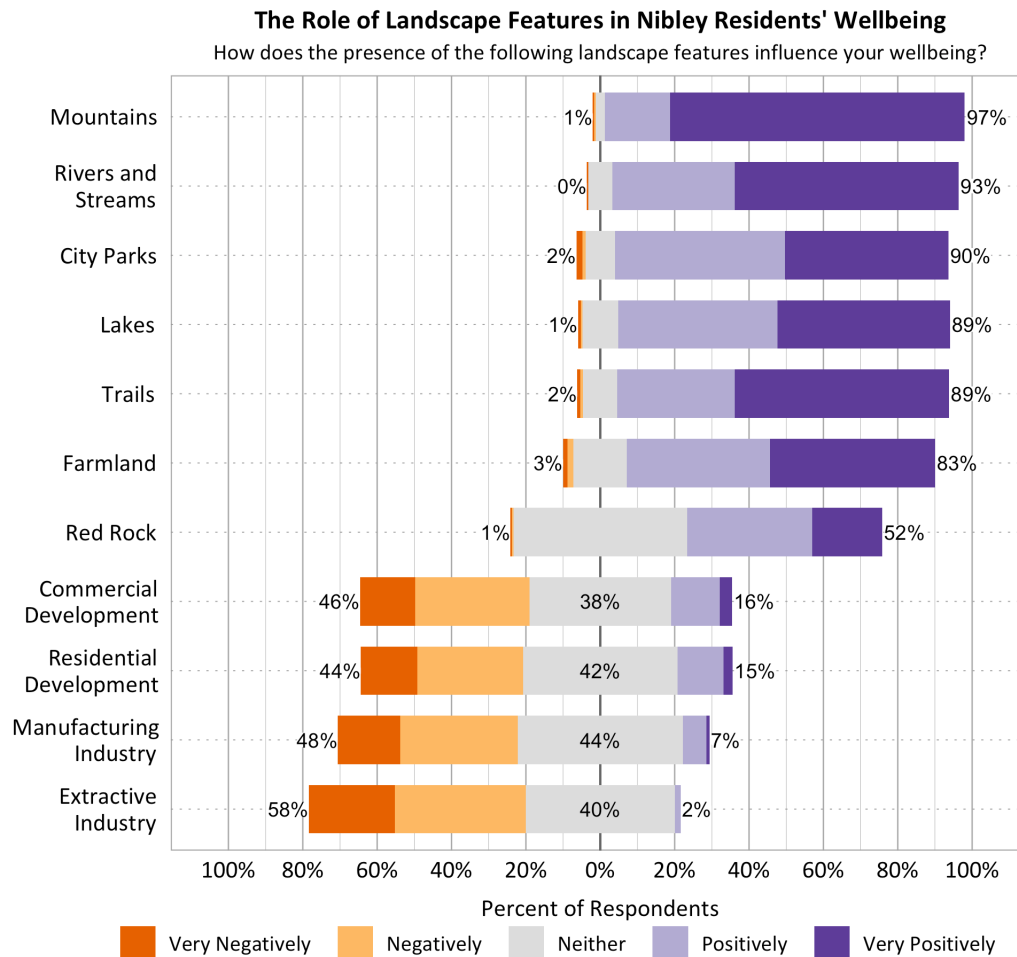
- **46.2%** participated in a **Nibley City recreation program or event**
- **81.6%** participated in **outdoor recreation**

Respondents were also asked about the importance of various recreation opportunities and support/opposition if they meant a modest increase in property taxes. Access to trails was of the highest importance and highest level of support if it meant a modest increase in property tax.



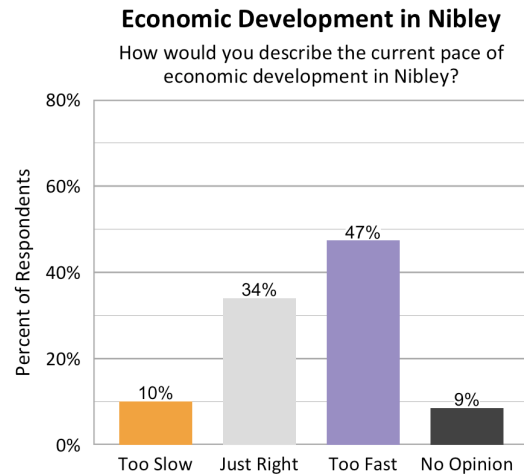
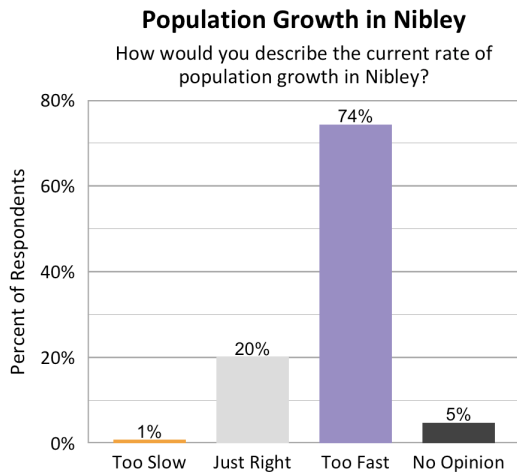
Influence of Landscape Features on Wellbeing

Survey participants were asked about the influence of landscape features on their wellbeing. Natural landscape including mountains, trails, rivers and streams, and city parks were found to have an overwhelmingly positive influence on wellbeing. In terms of development and industry in the landscape, respondents were more divided and more negative.

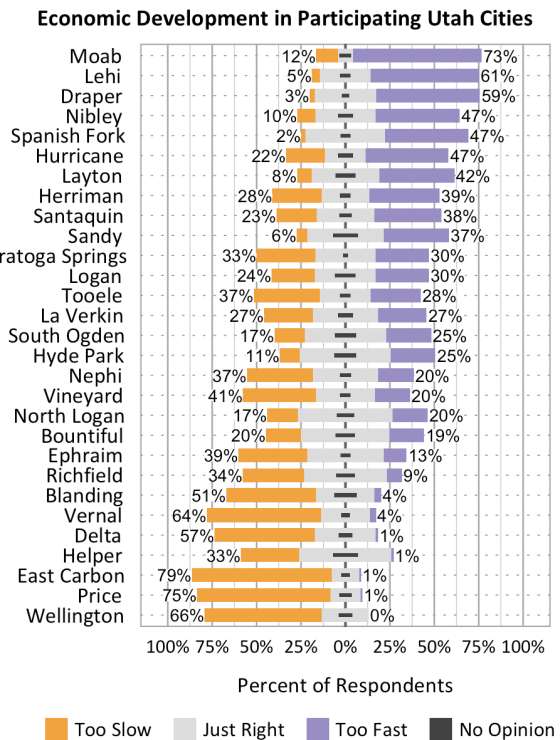
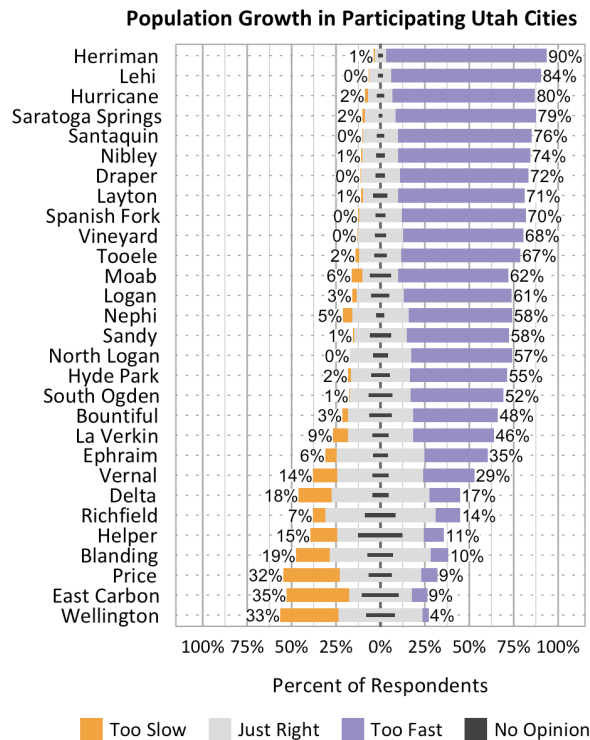


Perspectives on Population Growth and Economic Development

The majority of Nibley survey respondents indicated they felt population growth was too fast (74%), but they were more evenly distributed on the pace of economic development, with 47% indicating too fast, 34% indicating just right, and 10% indicating too slow.



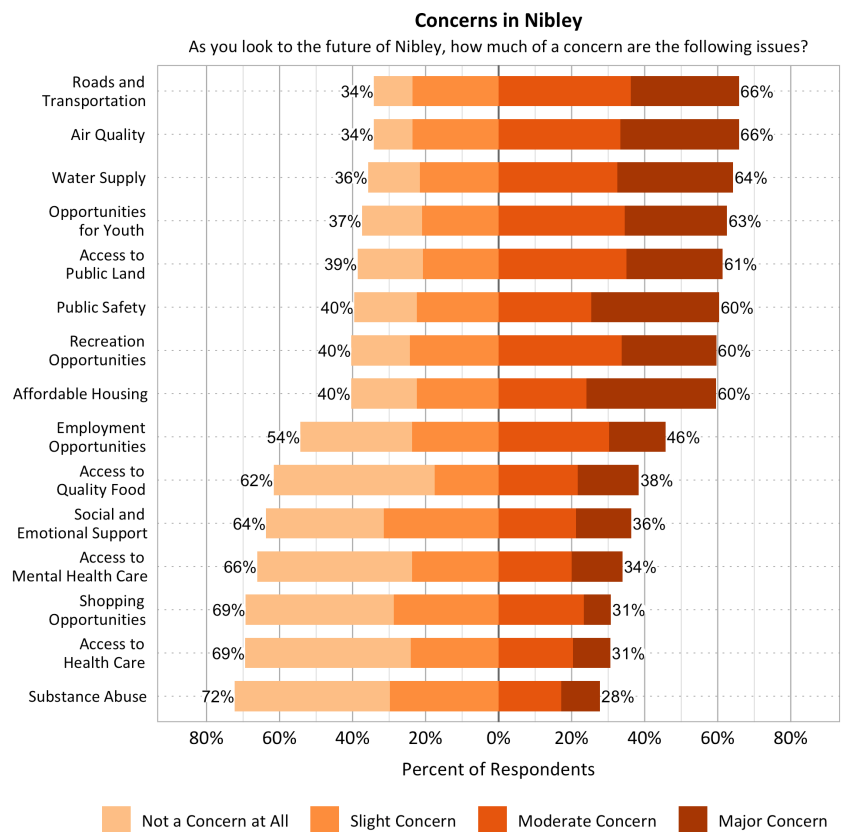
The graphs below show how Nibley compares to other participating cities in the Wellbeing Project on these perceptions of population growth and economic development.



Concerns in Nibley

Survey respondents indicated the degree to which a number of possible local issues were a concern as they look to the future of Nibley. **Roads and Transportation, Air Quality, and Water Supply** were the top three concerns with about two-thirds or more of respondents indicating these were moderate or major concerns.

Other concerns were raised by 48 respondents who filled in the “other” category. **High-density housing** and **overdevelopment** were the most common additional concerns.



Other Concerns Mentioned	Number of Mentions	Other Concerns Mentioned	Number of Mentions
High density housing	12	Overdevelopment, Losing farmland	7
Activities for youth and families	4	Outdoor and indoor recreation options	4
Traffic and speeding	4	Schools and overcrowding	3
Elected people listening, leadership	2	Loss of open space	2
"Ignorant and passive citizens", apathy	2	Political divisions	1
Logan City affecting city boundaries	1	Sewer payment	1
Infrastructure	1	Diesel water	1
Anti-racism & LGBT safety	1	Sustainability	1
Local business	1	EMT, accessibility	1

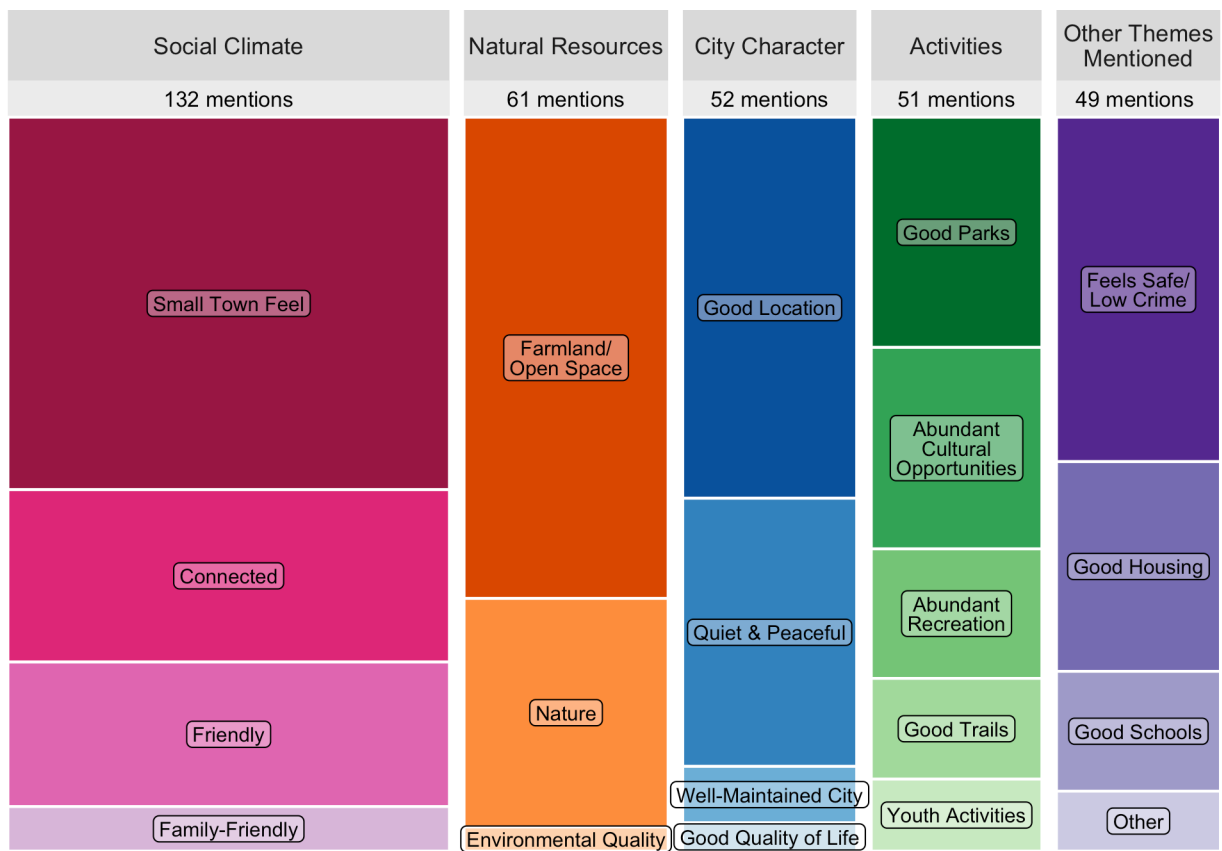
Summary of Open Comments

The survey provided opportunities for respondents to share their ideas about Nibley with one question on what they value most about their city and another for any additional comments on wellbeing. A summary of values is below. Analysis is ongoing regarding all additional comments and a summary will be added to the report later in 2021.

Key themes in response to “Please tell us what you value most about living in Nibley”

Open Comments: Community Values in Nibley

The size of the box is proportional to the number of times the theme was mentioned.



Utah Wellbeing Survey – Nibley Report 2021 – Dr. Courtney Flint USU

Open-ended comments from Nibley Survey from Jan-March 2021:

Part 1. What do you value about Nibley?

Cultural Opportunities	--- page 1
Housing	--- page 2
Location	--- page 2
Nature and Beauty	--- page 2
Peace and Quiet	--- page 4
Recreation	--- page 4
Safety	--- page 5
Social Climate	--- page 5
Other	--- page 9

Part 2. Is there anything else you'd like to tell us about wellbeing in Nibley?

Cultural Opportunities	--- page 10
Economy	--- page 10
Government	--- page 10
Growth and Development	--- page 11
Housing	--- page 13
Nature	--- page 14
Recreation	--- page 14
Social Climate	--- page 15
Transportation	--- page 15
Other	--- page 16

Part 1. What do you value about Nibley?

Cultural Opportunities

Initially it was the community and serving each other together and self-sufficient communities. The growth and attitude has shifted to more selfishness, reliance on government and not enough gratitude.

I value the smart design and balance Nibley has taken towards inevitable growth. Handling change in density while balancing conservation and community art culture and recreation.

I really like all of the community events that Nibley puts on. I also value the wide open feel.

The number of family activities.

The community activities and events.

I value the community activities. With Covid, I've really felt its loss. I love all of the sports and community events that bring the whole city together, in a variety of settings.

The activities the community does. I love the feel of a small town so close to Logan.

City programs and activities. Parks

I love that the city has contests and fun things to get involved in

I have liked the programs Nibley city has done in the past like the children's theater, the summer activities and the sports

Community events

Housing

The 50 acre farm that surrounds my house, making sure the snobby ass holes who live in the subdivisions stay away from my house. Also , the snobby subdivision people speed past my house everyday , as if in some kind of emergency, all the while chatting on their cell phones. The speed limit is 25mph.

I'd never in my life ever live in Nibley, ever ! The only reason I do, is because I love my wife, and I live in her house, that sits in her family's farm. Nibley city is the butt if my jokes when it comes to communities.... it's basically Orem on steroids , but the shlups who live here don't have as much money as they think.

Nibley sucks 🤡

The lower housing density. We left logan to get to a more rural community

The openness of single family dwellings. Access to youth sports. Parks with playgrounds that are well maintained (2020 left a lot to be desired in the maintenance of parks).

My house. The city is Ran by clowns. Fence the dang parks. Lower taxes.

The semi rural nature; low density; lots of single family homes; I enjoy the view of the hills, and the open fields and pasture land.

low density, lots of owner occupied single family homes and families with kids, not any apartments and very few townhomes

Well planned with room for affordable housing for those who cannot currently afford a stand alone home. home.

Having a place to live. I won't for much longer. It's been nice being treated with privilege by authorities due to my residency. I love my property. Wish there was more safety for marginalized people. As a queer teen, when I moved here, I wouldn't leave the house bc I felt so unsafe.

Houses not too close together. More of a spread out valley not cramped. We need space

Location

Access to resources, shopping, outdoors.

I love living not too far to commute to work and shopping in Logan, but able to leave the the crowdedness and hustle and bustle of the "big" city, to live in low density housing, where we have our space and rural feel. But a short drive into town gives us all the amenities we need. Nibley, by far, has given me the biggest community feel of anywhere I've lived. (And I've lived in a lot of places) I wish it wouldn't change.

I love the view of the Wellsvilles and Logan hills on either side, that we are all mostly able to have (unless a house blocks your view, like mine is blocked). Hiking trails surround our area, which are a short drive to the trail heads.

It is centrally located and there are tons of parks.

Close to Logan with a great view of the Wellsvilles.

Location and relative safety.

Location

Close to friends and lower crime.

Location and (for now) less crowded. Far enough away from congestion to have a country feel yet close enough to "town" to be convenient.

Nature and Beauty

Things feeling open. I need to see mountains and skylines.

Open land

Space, nice clean neighborhood good people

The open space but still close to town. Nibley doesn't need to feel like Logan (apartments, shopping) to be inviting for everyone.

Open space, "small town" feeling

i was born and raised here and have raised my family here. for many years i valued the small town feel and beautiful open farm land, the bigger size lots.. what i value most is the memories i have and for the relationships i have built with many people here that i have known my whole life.

i have talked to so many people that say it is dissapointing that nibley hasn't listened to the residents. its all about money i know growth is normal but i am very saddened to see all the development going on and cramming as many houses as they can. we already have 2 elementary schools one which is on a very busy road and now they are adding two developments which is going to bring more traffic. the traffic to heritage elementary is a nightmare. and its going to get worse! i worry about the water situation for the residents and the traffic on 3200 s. and highway. i miss seeing the beautiful open farm land with horses and cows. makes me sad to see houses getting crammed in there. i get that growth is normal but keep the lots bigger like they have done with the older homes. i really am quite upset that nibley city doesnt listen to what the residents want. very frustrating.

Availability of open space and parks

NOT TOO MANY PEOPLE SO STOP BUILDING MORE AND MORE HOMES!!!!!!
LOVE THE FARMLAND, SMALL TOWN FEEL!!!

green space

Open farm land, parks, community events.

Open space

The open space!!

The mountains I can see out my back window and that there is little pressure to "keep up" materially.

Location close to the canyon entrance and close to needed resources.

It's beautiful place

Open spaces, community activities like sports and the children's theater

Great outdoors

Open spaces

Open space and I would love more walking trails

The nice parks and open fields that make for a beautiful scenery and place to live.

Open land, accessible parks

I value the farm land that makes our community feel more like a town than a city and the closeness that I feel our community has.

The view of the mountains and simplicity of life.

Agriculture land and being able to have animals on property.

Easy access to the mountains and other connections with nature.

Green space. Fields.

The proximity of the city to Logan and also to the mountains. It is a great location and doesn't take long to get anywhere in Cache Valley.

My view of the mountains. I live in an area that the houses are spread out a bit. I love that. I've also enjoyed the hometown community feel especially during Heritage Days and the Children's Theater. I love that our community works together to provide such great opportunities. As I've watched Nibley grow so fast, I've felt that was slipping away somewhat, and it makes me sad. I value that I don't have to get on a divided Highway to go anywhere as much of the country does. I value my view is mountains and not skyscrapers. I value my neighbors know and help each other. I value I'm not afraid to go for a walk at any time of day and that my kids can play outside in a yard without a fence. I think you get the idea!

Views of the Mountains on both sides and access to trails. I like the country feel of Nibley.

I love the open fields and land. I don't like the compact housing and being right next to your neighbor. I wish they would develop larger lot sizes and nicer neighborhoods

open space, good air quality, farm land

Proximity to mountains, rural feel

Peace and Quiet

After living in California and the military for the past 20 years it's so wonderful to be where the pace of life is a little slower. Where we don't hear the police helicopters monthly looking for lost kids, where the schools actually care about the kids, and I feel safe letting my kids play outside with friends and not be so scared they might be in danger from rattlers, coyotes, or child predators. And the views!! It's beautiful here, and feels so amazing to be home.

Peaceful living

It's quiet and friendly

Peace and quiet. Walking trails. Rural environment. Friendly people.

It's quiet

It used to be the peace and quiet but we have so much residential construction we don't have that any more. I would say the size right now but it just keeps growing.

Quiet and quaint

Peace and quiet. Safety. Adequate economic opportunity.

It's quiet, peaceful & people are generally welcoming.

My space and the privacy it allows me.

Peaceful

Recreation

Parks, trails, homes owned not rentals

Bike paths and walking trails

I love how many parks we have given how many young families we have. Public areas are also kept clean.

Recreation

DOG FRIENDLY parks - Small town feel - open spaces - quiet

Safety

Great schools. Safety. Emphasis on community and recreation.

Safe location, good people, clean, community

I love that I feel safe and it's a calm area that my kids can grow up in safely with other children.

Being in a safe community where kids can play and participate in a variety of activities.

Safe good place to raise my kids. Good schools.

Safe, family friendly, and rural (which is dissipating)

Safety and recreation for new and my family.

Well taken care of residential neighborhoods with safety and beautiful views.

Safety, open space

Safety
opportunities for the youth
clean air and water

Quiet, lower crime

Social Climate

Home feeling

I like the small-town atmosphere and that there are still farms and open space around.

The small town close community.

I love the small town feel of Nibley. We love the open spaces but would love to see more trails (bike & walking trails) and a splash pad. Would love to see a few businesses come to Nibley and would LOVE to see a recreation center.

The rural feel.

the people in the community

The friendly people, safety, open spaces, parks, and recreation opportunities for my family

High quality people

Rural atmosphere. (It's gone)

It's close to my job and I love the farmers and ranchers in the community.

Community activities that bring us together, small town feeling.

The welcoming neighborhoods and family-oriented community.

Small town community.

The people I live around. The easy if access to my work. The schools

What I value most about Nibley is that it is slightly rural living with many beautiful areas that are not full of homes, apartments and businesses. I love the quaint, small feel. It's growing larger and losing much of its small town feel. The more land we can keep farming, parks, and undeveloped the better.

Small community feel.

Rural life

Small town living and rural life

Small class sizes, a good school. Close to town.

Urban feeling. Having neighbors close by for kids to play with, but not crowded. I moved to Nibley when large lots were the norm. I do not like the huge complex high density housing that is happening a lot right now.

I really enjoy the rural feeling about Nibley.

Rural atmosphere.

Community and people

The rural feel and good neighbors.

The friendliness of the people, safety, parks and walking trails, the small town feel.

Feeling connected to others

Smaller feel but close to stores & such

Great people and location in valley

Quality opportunities to spend time with family and friends.

One my family lives here and two I value the community and how we all work together.

The strong sense of community. There are so many opportunities to connect and interact with other residents.

The family and neighbor connection and the ability to have nice public outside areas for people to use.

Space to enjoy our community without feeling like people are living on top of each other. I'm also not worried about my kids riding bikes or walking to school because traffic isn't too heavy to be a concern, like in other parts of Cache Valley.

I love the rural feel. I hate all the condos and apartments that they are building. It's going to completely change Nibley and not in a good way.

Rural lots and living. Bigger lots. No more lots smaller than .5 acres.

The people and community are supportive and loving more so than any place I've ever lived.

Small down feel. Schools not being overcrowded. Great rec programs.

Community and simplicity of life.

Small town feel close to medical, shopping etc

Small community that you are able to get to know most people around you

Social connections and opportunities for community members to feel a part of something

The kind people, the unity of the community open fields and beauty of nature

Away from congestion of Logan especially during the college semester.
Closer to nature and trails.

I love the efforts of the city employees to get the community to be active together.

Rural atmosphere

I like that there are a lot of families here and that the homes generally have larger lot sizes.

Family

Safety and education opportunities for my family. Small town living

The rural feeling (where I live), while still being close enough to town (for groceries, etc.)

The small town feel

The views of the mountains, the people

Friendly, inclusive atmosphere. The great growth with parks and recreation areas.

I love the people! I love the friendships I've made over the years but interacting with the great people who call or have called Nibley home.

Rural area with affordable living

My neighbors

Close to family, easy access to Logan. More rural feel

The small town feel, good neighbors, farmland

Being in a community environment but being close to University and commercial (stores, shopping and entertainment opportunities). Open spaces.

The small town feel and the farm land that surrounds our community.

Community connections

I like the sense of community among the residents.

The small town feel. But that is going away quickly

Small town living. Safety. Access to parks without a lot of people.

I like the small town feel of Nibley

Good people, open space, trails

Feeling of community through open spaces, uncrowded housing where neighbors know and look out for each other. It is close to necessary employment and businesses but not overrun by development.

It seemed rural, but more and more it's looking like Ogden.

The people who live here and will live here.

Small town feel, not busy or overcrowded. Plenty of space to play and live.

The small net community feeling.

Community

Home

Town feel

Sense of community. Firefly Park

Rural feel, yet close to Logan for shopping and work

Its rural nature.

The sense of community here, as well as the open spaces and easy access to the mountains for recreation opportunities

The amazing people who live here!

The rural feel while still close to amenities.

How close the community is with each other and the opportunities the youth have to participate in every thing

We value the small town feel and community.

the rural atmosphere which is being jeopardized with the current residential growth not just in Nibley, but Cache Valley as a whole.

The small town feel.

County community, neighborhoods that are connected

People. Open space. Culture

Great neighbors, peaceful community

Community. Knowing neighbors and feeling connected

I enjoy the kind people and the easy access to parks and other outdoor areas.

Good people

I like being in a small town but still be close enough to town.

The quiet country feel is what brought us here. Open farm lands and little traffic. Felt like a safe community. Good for raising a family. It is not that way any longer. New houses going up everywhere way too fast, not enough planning for the extra traffic or all the extra people.

Rural open space. Safe and peaceful small community.

I value the sense of community, and how most everyone is friendly. I also value the safety.

Having good community members and safety.

We love the people - good neighbors and friends. We have a real sense of community here.

I like the small town feel but close proximity to Logan.

My Neighbors

Other

Opportunity

Low taxes.

Part 2. Is there anything else you'd like to tell us about wellbeing in Nibley?

Cultural Opportunities

Like to see adult activities

I'm grateful for schools, sewers, roads, emergency and safety coverage Nibley provides. That is all I expect from my local government. The fact they do more like Heritage Days, recreation, trails is appreciated. Logan City annexing like crazy and pushing against us from North and Hyrum from south and Millville from East and North is scary.

It would be wonderful to have access to a library. Also if you are considering making trails through nibley, research the trails throughout Walnut Creek, pleasant hill, & concord, California. They were so fun to walk and explore.

I like that there are so many fun things for kids to do here. We moved here after our kids were grown, but I still appreciate the hard work and planning that goes into Nibley Days, movies at the park, etc.

Economy

Yeah, get someone to patrol the roads!!!!

It's 25mph past my house on 2600, and no one drives that slow.

Also, I have an idea STOP WITH HOUSES , build a freakin target or restaurant on highway 89/91, next to Maluf. We don't need more snobs living in Nibley

I'd love to be able to keep money in nibley instead of hyrum or logan/providence. We need more restaurants/stores within the city. Not necessarily more homes

Economic development of more commercial, manufacturing, and industrial space with access to high speed internet is critical to the future of Nibley.

Extending services such as sewer and utilities to property that is inevitable to be developed to the south and annexing and establishing borders and plans with neighboring cities is important so we aren't bullied by developers, land owners and other municipalities.

Raising the ridiculously low wages in Cache valley would solve many problems.

No businesses in nibley.

I'd like to see some more businesses, small stores and restaurants in Nibley to help off set taxes instead of all the townhomes and apartments we are building at an alarming rate. Our small town feel is being over developed.

We need a Chick fila!!!!

Would love to see the following in Nibley:

bike/walking trails

Indoor recreational center (an indoor pool would be most preferable)

a few small businesses in Nibley

Government

Start listening to the citizens about their concerns with the direction Nibley has taken the last couple of years. Enough with the condos, town homes, and "nature" parks (which are just weeds).

The city council and mayor don't listen to the people.

With all the expansion and new tax payers why are costs continuing to rise? Getting to where considering leaving the city.

The recreation department opportunities are great for families, the mayor and council do a great job and it's a great place to live.

Keep developers out of the city government.

More concern is given to businesses and truck routes than what most council members promised about keeping Nibley rural. There isn't much I value about living in Nibley because the mayor and his council members are a "closed" group. Sure you can talk to them, but nothing changes, and residents are just "blown off".

City officials are despondant and uncaring about citizens. They only care about their ambitions and stepping on the little people and cater to developers. Developers needs and wants and whims overcome all citizens concerns.

Firefly park is stupid

No, because it wouldn't matter anyway.

Have there been shady deals with the mayor in regards to housing/zoning? Personal kickbacks? Land swap for high density housing is a big concern. Affecting student density, crime, higher taxes.

If it means another increase in property taxes then we need to leave things alone. Our taxes keep going up. Even in years when we have excess, the tax payers never see that back. Stop increasing the property tax. The cost of housing is already getting out of control.

Listen to the people :)

I feel the property taxes are going up each year too fast. In my six years here, my property taxes have gone up \$800. My home gets older but my taxes go up. My home is 17 years old. I truly hope the new home development is paying more than me. Eventually you will tax me out of my home.

Growth and Development

We are building Nibley to be a city for cars. I wish we could stop and think about building a city for people instead.

Too many subdivisions.

I did value the open space but we no longer have that. I understand building needs to and should happen but I completely disagree with the speed and amount of homes going in on such small lots.

I'm extremely saddened by the disappearing farmland and the housing being built. It's becoming too busy and overran.

I am really happy with the current trajectory of nibley. I hope to see walking trails completed.

It feels like building is happening so fast. I have seen the city take polls and questionnaires of it's citizens to build a city plan and spend a lot of money doing so. Then the plan is announced! However it's rarely been fully realized. Then a few years later we as citizens are being polled all over again to help develop a plan with no explanation as what happened to the previous plan. It appears that the city takes our input, devises a plan, changes their mind and starts all over again wasting so much money in the process. It's frustrating.

Development is happening to fast without adequate roads to carry increased traffic.

Sidewalks snow covered or rock covered and difficult to walk or run on.

Inadequate drainage at street corners making it necessary to walk through water during heavy rains or snow melt.

Please, Slow the growth in nibley!! It's just not what it used to be.

It is growing so fast the demands aren't keeping up with resources.

Let's focus on the beauty of Nibley now and not get wrapped up in the expansion of Nibley. Stop allowing/approving big housing communities to be built in EVERY direction on an already busy road! You are just pushing long time residents out of

here. We thought we'd want to stay here forever but are currently looking at other options to get away from the constant developments going in everywhere we look. We are all for development but let's start holding a higher standard and stop allowing small home, small lot subdivisions everywhere that do not stay well kept in the long run.

Stop letting visionary take all of the available land in Nibley. Let another builder have a go at it. And stop making lots smaller and smaller. Keep them at at least half an acre.

I think too much care is being given to parks when we clearly have enough (and the ones we have arent being taken care of regularly) and not enough care is given to things like quality emergency services and slow population growth. One thing we have always loved about nibley is that it's not crowded with townhomes and apartments and we don't want that to change. We also don't need more new parks. Let the open space grow naturally with single family homes and a few small businesses.

Balance the growth of the neighborhoods with the necessary parks and open space.

I feel like Nibley is a development mecca right now. I know that we don't always have control over that when a farmer wants to sell their land. However, I feel like we have sold ourselves short when we've reduced the lot sizes. Nibley doesn't have the infrastructure to keep massively developing like we have. I know you guys are trying to figure this out but it does have me worried.

Nibley is quickly losing its small-town feeling. Residential development is happening WAY too fast. Too much traffic!

stop the growth, put the residents in your best interest instead of making money.

There is way too much growth in the housing industry going on. Too many fields are falling to homes on small acreage and not enough space is kept open. The lot sizes are way too small and the schools are going to be over run with too many students.

There seems to be a lot of growth in Nibley without regard to things like water conservation and traffic management. It's a city with limited space and few commercial areas, smart city planning needs to happen.

Please stop the major growth of homes. It is ruining the small town feel and the growth will strain our schools and churches. I miss the farmland and open space that the new home growth has already taken away, not only for us but our future generations.

There is too much development, and in particular, too many high density housing developments are being built.

Keep it small! Maintain our undeveloped land or turn it into parks or open space. Don't crowd us with housing or businesses. Keep apartment buildings out of Nibley!!!!

Nibley should be kept as a small rural town. We are close enough to Logan and other large cities to get all we need. I do not like the encroachment of large residential complexes on Nibley. The walking trails and landscaping are a major factor in my enjoyment of this community.

I think more should be done to encourage residents to keep their yards tidy, keep their garbage cans off the street when it is not garbage day, help pick up litter when they see it and not park on the street if possible.

Nibley needs to implement laws to help avert the urbanization of its community. It seems all they can do is build, build, build more and more houses with little concern of the impact on the community (taking into account our schools are already overfilled, our streets are getting busier by the day, our water has already increased substantially, and more and more people are getting squeezed on continually smaller and smaller lots obstructing the views of our natural surroundings (mountains, horizons, natural settings, etc)). Not to mention the increase crime rate which will ensue. My rough calculations estimate our population growing by 30% in the next couple years, and that's a very conservative estimate. Why does Nibley want to keep growing? Keep Nibley small.

Laws that would help, is to increase the lot size minimum per house (which I thought was a half acre, but I have not seen a new house built on at least a half acre), and restricting the number of new dwellings allowed per year.

Too many houses being built and utilities are expensive compared to other towns/cities in cache country.

Wellbeing has declined because of the fast growth all around me. We have more than 900 new residences approved. Worried about infrastructure, schools, water, the increase in traffic, crime, and the overall small town feel we moved here for. Very discouraging.

Developers need to be responsible for the impact they are having on the growth they are creating.

City planning has suffered lately

Housing

Can we get a housing development that isn't done by visionary?

STOP WITH THE HOME BUILDING

It used to be the big lots. But now Mayor Dustin and his team with Cathrine Buas have taken away what makes Nibley - Nibley. And that was the half acre lots for who ever builds here. Visionary homes has also taken too much of the land in Nibley. It doesn't give much room for any other builders. So I'm sure I won't be in Nibley for much longer of my life. Especially if Visionary is the only builder I can go with.

I'm concerned about too much high density housing going in here in Nibley. This is supposed to be a more rural community. Transient residents are going to decrease the appeal of the city of Nibley

Stop approving multifamily housing. It ruins the neighborhood. All the residents hate it yet only one council member opposed the one by firefly park. Represent the people, not your best interests.

People choose to live in Nibley because they value single family home ownership, lower density (not townhomes/ condos) and a more rural feeling. We don't need more commercial aside from along 89-91 or 165. We are a bedroom community of Logan, and that's just fine!

Too many units planned. More homes and less townhomes and condos planned. One, fine but why so many. Doubling a population so quickly will lose the feel of nibley

Sad by the smaller lots that new homes are being built on, it makes it crowded and cluttered. Not happy about the townhouses being built in the new subdivisions.

The open fields are leaving because they just keep filling up every area with more and more homes on tiny lots. It is getting too cramped!!

There are not enough safe areas to walk or run. Some areas don't even have sidewalks. We need good safe walking paths on the south end of Nibley. And Everyone travels way too fast on the field road!! I feel it is more important to have safety than more parks. We have plenty of parks now let's get side walks in and a good walking path where we feel safe on the roads. Concerned about the traffic they want to put on 1200 west.(trucks etc) Many children have to cross this road to get to school. Where's the safety for children?! Are we more concerned for getting somewhere faster by putting so much through traffic on 1200 west to Hyrum?

Stop building high density housing. Growing at an unstable rate

We need open space. Encourage farmers to keep thier fields, use it for agriculture. Keep house lots reasonable size, min .25 acre. Say no to high density housing. At the rate we are growing right now, some very serious thought needs to be given to more schools!! Quality education is a priority. All the new high density housing should cover the cost of more schools and staff. My taxes shouldn't need to go up to pay for more schools. If we need more schools because we have more people moving in, their taxes should cover the cost. I am concerned that this won't be the case, because the high density housing home values are likely to be less than my half acre lot and home, which means that I will be paying more in taxes. A high property tax in regards to the education part should be levied on these high density housing homes.

Worried about more apartment developments! I hope Nibley keeps the rural feel to it!

stop increasing the density of housing, and quit pretending that we need more townhomes for moderate income housing. The townhomes cost as much as small single family homes.and you've already approved (or have on the books) too many

townhomes. Your RPUD approvals have added almost 50% to our current housing. Stop the growth for a bit. We don't want so much added density. Nibley is a small bedroom community of Logan, with not much else to offer besides single family homes. Keep it that way!

Keep the multi-family units at a level that will not destroy our rural atmosphere.

We are moving out of Nibley because they are building too many homes. The open space is why we moved here in the first place and they are letting developers build on every piece of land!! If they would put a moratorium on building we would stay, but they won't. Developers mean more to Nibley officials than happy citizens!! So we are leaving!!!

Nature

I like the fields and cows

You need to protect the Morgan Farm. It would be a huge mistake to let the historic barn fall down. You could conduct education classes there as well as use it as an events center. Having access to animals and open space is incredibly important.

Nibley has a great variety of opportunities for developing our well being emotionally and connecting to nature.

I like open spaces but if the subdivision across the street with the weird fencing is considered open space we have some big problems with either our planning and zoning or city council and mayor. That is a disgrace to consider that open space.

My biggest concern is the air quality.

Recreation

Factors like residential and commercial develop should be considered very carefully, since many residents of Nibley have chosen this area to get away from the busy, crowded feeling of city areas in Cache Valley and to find a sense of community in a smaller area. Nibley has given a good balance, and although land prices are currently causing some barriers for normal growth, it won't last forever. It might not be worth it to push forward development that, while currently profitable, might mean sacrificing some of the aspects of Nibley that make it great. Instead, it might be more worthwhile to consider developing land for public use into things like trails, parks, and recreation centers that can be used year-round.

I wish the city would follow through on ideas (like the splash pad that was promised some years ago). We were so excited when we heard about and extremely disappointed when it never happened.

The nasty pond in Clear Creek could use some attention.

Overall we love living here! PLEASE build an indoor rec Center like Provo or Bountiful. A kiddie pool, maybe outdoor too, slides, rock walls, maybe racquet ball. We NEED more things to do in the winter! I'll happily pay a membership! I've heard good things about the Preston pool. Story time for toddlers at the town hall? & thank you so much for the light at the intersection of 89/91 & 10th west!!!

I'd like better sledding hills somewhere but who knows how those could be developed. Maybe let hills exist in parks?

Please build tennis courts and skatepark in Nibley. Too much of recreation is geared towards little kids and team sports. Please broaden options

We need more mixed use spaces. Outdoor activities such as a skate park and bike park would be used far more months of the year than some of our current park features.

We need a community pool!

We need an indoor Rec facility. Something for kids to use through the cold months. If it's big enough for many sports to use or rent and has swimming I believe you could have people from every portion of the valley using it. I also think an indoor water park like Davis county has would bring people from outside of the valley to use it. Every team I have coached or associated with in competitive sports is looking for a winter facility. Sorry about my grammar.

We need trails & parks on the West side of Nibley. (Retaining oonds with grass don't count as parks.)

Need more baseball fields. All the local kids end up playing in other cities. We have numerous baseball/softball tournaments in the valley. Those could/would bring in more economic opportunities as well as preserve urban sprawl and green spaces.

Better building codes. With larger lots. Nothing smaller than .5 acres.

Make developers build parks and road ways right. Including over the train tracks. Move traffic to major roads quickly.

More trees

Many many more street lights. I dont feel safe having my wife run or jog at night.

Biking trails. Walking trails.

I really believe wellbeing in Nibley would be better if there were more parks/fields to play at for children. There are only a few in nearby vicinity to my home, and there are many children. Trails, paths, parks etc would improve wellbeing.

With the rec program: baseball minors should NOT be draft pick!! Many boys are having a less than desireable experience because of this which effects their ability to really learn to improve and gain a love of the sport. (Many moms in my area have discussed this and agree!)

I would love to see more trails. Can we make the railroad into a running/biking trail?

We need a public indoor swimming pool rec center situation somewhere in the valley- Nibley would be a fantastic location.

There isn't a decent park for children on the west side of nibley on 3200.

We used to live in Colorado and there were a lot of recreational fields and parks with artificial turf. It was great for playing on four seasons, and the advantages of less water and maintenance seemed worth the investment.

Let's get a rec center with a pool going here in nibley! One similar to Provo's or Ogden's.

Social Climate

One thing I really loved when our family moved in was how the city kept in touch with the community. Wether it was by FB or letter from the mayor, open communication! Keeping the community informed and explaining the changes, helps the community understand more what can and will happen around them. Understanding that not everyone can make it to the city hall meetings and finding others ways to communicate, will help with challenges in the community.

I love Nibley. Hopefully as it grows- this town can keep the "small town" closeness that people here love

The openness of the farming fields and small community Nibley WAS in my childhood. The sense of community it was for my children growing up with safe roads and the sense able drivers who knew each other.....that NIBLEY is gone. The roads are either a parking lot at school(s) dismal or a racetrack.

So many judgemental people

It use to be the connections made with the people. Because of all the growth, I no longer have that as a value because it doesn't have the friendly, intimate feel it use to have. Sad!!

We have only been here for a few years but have appreciated this town, the events, the open country spaces, and the people who make it what it is.

The current political climate has a negative effect on those that are in the minority. Families that fall out of the norm are not always welcomed.

Having places to go with children has been a struggle, but I also appreciate the space and sidewalks to go around town and do it safely with small kids.

Transportation

We need more sidewalks (running down all or most of 3200 S on both sides) and more street lamps. Developers should be required to put in street lamps. This would increase safety and accessibility for families to walk or bike to parks. More parks with playgrounds would also be nice as gathering places for children and families. A rec center with a pool and other workout facilities would be nice to help promote fitness and physical wellbeing.

We need more pedestrian access connecting the south west of the city, also pedestrian bike path to Logan to allow healthy rides to shopping and work.

There is a need for more controlled traffic stops as the community grows.

Main complaint - many roads are posted 25 mph, most go 40 mph. Very long stretches of road are without stop signs. 2600 S is an example. 800 W is worse. 800 W is almost 2 miles long with many intersections and no stop signs at all. Hyrum residents often use it as a 3rd highway to Logan. Last year I was walking up 800 W just north of the Morgan farm and saw a car speeding north at at least 60 MPH. A resident came off her front porch and into the street to yell at the driver she was so upset. A few stop signs here and there would help.

Other

Safety has decreased which scares me.

Great community

Love living here. Lets give others the chance to move here as well.

Our family is very grateful to be a part of Nibley city/community. Thank you so much to everyone who works so hard to help make this an amazing place to live and thrive!

I love Nibley!!

I have been so happy living in Nibley!

Thank you for working to make Nibley great!

We hate the smells from the beef plant in Hyrum.

I don't love the smell of manure in the spring but do appreciate the basic good sense and kindness of my neighbors (chasing down your dog and helping to return it to you rather than calling animal control).

It's a great place to live. Safe, nice, happy

Agenda Item #7

Description	Discussion & Consideration – Resolution 21-19: Appointment of Nibley City Treasurer, Nibley City Recorder and Nibley City Chief Finance Officer; and Administration of Oath of Office for Appointed Officials (First Reading)
Presenter	Justin Maughan, City Manager
Recommendation	Move to approve Resolution 21-19: Appointment of Nibley City Treasurer, Nibley City Recorder and Nibley City Chief Finance Officer; and Administration of Oath of Office for Appointed Officials and waive the second reading
Reviewed By	Mayor, City Manager, City Treasurer

Background:

Nibley City's Treasurer, Michelle Jensen, left employment with Nibley City on May 21, 2021. In response, the City solicited applications for a new Treasurer. The City received nine applications and conducted interviews with applicants. Amy Johnson was offered the position, subject to Council approval. Michelle has worked for the Cache County School District for the past 7 years and her formal education is in finance. She has a finance degree from USU and has various experience working with finance.

Deputy Recorder Bodily has acted as Deputy Recorder since September of 2014. In the past, the City Manager has filled the City Recorder role and has designated certain responsibilities to the Deputy Recorder. With the recent City Manager change, staff determined to have Deputy Recorder Bodily step up to the role of City Recorder. City Manager, Justin Maughan will act as the financial officer for Nibley City.

RESOLUTION 21-19

**APPOINTMENTING AMY JOHNSON AS CITY TREASURER
AND CHERYL BODILY AS CITY RECRODER FOR NIBLEY CITY, UTAH**

WHEREAS, pursuant to Utah State Code 10-3-916, the Mayor with the advice and consent of the City Council, shall appoint a City Treasurer and Recorder; and

WHEREAS, it has become necessary for Nibley City to appoint a City Treasurer and Recorder; and

WHEREAS, Nibley City wishes to appoint Amy Johnson as the City Treasurer and Cheryl Bodily as the City Recorder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NIBLEY CITY, STATE OF UTAH, AS FOLLOWS:

- Amy Johnson is hereby appointed to serve as the City Treasurer for Nibley City, Utah, effective immediately.
- Cheryl Bodily is hereby re-appointed to serve as the City Recorder for Nibley City, Utah, effective immediately.

Dated this _____ day of _____, 2021.

Shaun Dustin, Mayor

ATTEST:

Cheryl Bodily, City Recorder

Agenda Item #8

Description	Administration of Oath of Office – Nibley City Manager, Nibley City Treasurer, Nibley City Recorder
Presenter	Justin Maughan, City Manager
Recommendation	
Reviewed By	Mayor, City Manager, City Treasurer, City Recorder

Background:

In Utah, state officers are required by both the federal and state constitutions to take an oath of office. The Constitution of the United States requires members of the legislature as well as all executive and judicial officers of the states to be bound by oath.

OATH OF OFFICE

State of Utah}
County of Cache}
City of Nibley}

I, **Justin G. Maughan** , having been appointed on March 11, 2021 by the
Nibley City Council, as

Nibley City Manager

Do solemnly swear that I will support, obey and defend
The Constitution of the United States and
The Constitution of this State, and
That I will discharge the duties of my office with fidelity.

Justin G. Maughan

Subscribed and sworn before me this 11th day of March, 2021.

Cheryl Bodily, City Recorder

OATH OF OFFICE

State of Utah}
County of Cache}
City of Nibley}

I, **Amy B. Johnson** , having been appointed on July 8, 2021 by the
Nibley City Council, as

Nibley City Treasurer

Do solemnly swear that I will support, obey and defend
The Constitution of the United States and
The Constitution of this State, and
That I will discharge the duties of my office with fidelity.

Amy B. Johnson

Subscribed and sworn before me this 8th day of July, 2021.

Cheryl Bodily, City Recorder

OATH OF OFFICE

State of Utah}
County of Cache}
City of Nibley}

I, **Cheryl Bodily**, having been appointed on July 8, 2021 by the Nibley
City Council, as

Nibley City Recorder

Do solemnly swear that I will support, obey and defend
The Constitution of the United States and
The Constitution of this State, and
That I will discharge the duties of my office with fidelity.

Cheryl Bodily

Subscribed and sworn before me this 8th day of July, 2021.

Justin Maughan, City Manager

Agenda Item #9

Description	Discussion & Consideration – Resolution 21-20: Amendments to the Nibley City Consolidated Fee Schedule: Appeal and Variance Applications (First Reading)
Presenter	Justin Maughan, City Manager
Recommendation	Move to approve Resolution 21-20: Amendments to the Nibley City Fee Schedule: Appeal Fees, for first Reading
Reviewed By	Mayor, City Manager, City Planner

Background:

Staff has been trying to increase effectiveness of code enforcement and nuisance violations, and has been working on a better process. While working through those issues, it was brought to our attention that the fees being charged to appeal a nuisance violation or to apply for a variance, are disproportionate to the level of staff time, as well as the charges for the hearing officer to hear the appeal.

Staff did some research what other Cities around the valley are charging, and found it to vary from City to City.

Providence Variance: \$1000.00, Violations go through court system with a citation from the Sheriff. (This is how we used to do it).

North Logan: Works to change the code if a variance is requested, for nuisance violations they send letter to correct and issues a citation, no option to appeal.

Logan: Variance \$200, Appeal \$0.00

Smithfield: \$400+50\$ per hour after 5 hours for variances and appeals.

Currently Nibley City charges \$200.00 for a variance request and \$0.00 for an appeal.

Previous expenses to the City for variances and appeals have cost between \$600 and \$1,000 per issue.

Staff is recommending to increase the fee for both a variance request and an appeal for a nuisance violation to \$750.00.

ORDINANCE 21-11
AMENDMENTS TO NIBLEY CITY CODE 19.24.060: ACCESSORY BUILDINGS IN RESIDENTIAL
ZONES; SETBACK STANDARDS FOR ACCESSORY BUILDINGS

WHEREAS, Nibley City regulates setbacks for accessory buildings within Nibley City boundaries; and

WHEREAS, In order to mitigate impacts upon adjacent properties, additional setback standards are needed for buildings taller than 20 feet.

WHEREAS, correcting inconsistencies in City Code will provide for more effective administration of the Code.

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

1. The proposed amendments to NCC 19.24.060 be adopted.
2. All ordinances, resolutions, and policies 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 any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2021.

Shaun Dustin, Mayor

ATTEST: _____
Cheryl Bodily, Deputy City Recorder

19.24.060 Accessory Buildings in Residential Zones

1. General Requirements:
1. A permit is required for accessory buildings greater than one hundred twenty (120) square feet in industrial, commercial or neighborhood commercial zone; or two hundred (200) square feet in a residential zone. A permit may be required for accessory buildings under the size stated above if improvements of the structure require further review from Nibley City Building Inspector as stated in the adopted building code. Accessory building in excess of 15' in height must obtain a building permit.

2. All accessory buildings, regardless of size, shall comply with all the setback requirements found in NCC 19.22.010. Setbacks shall be measured from the roof footprint or outermost section of the building, including any roof overhangs, porches or other features of the building. In no case shall any portion of the building be located within 1 ft of an adjacent lot.

3. The total square footage of all accessory buildings shall not occupy more than twenty five percent (25%) of the rear yard.

4. Accessory buildings must be anchored to a concrete slab, or other methods approved by the building inspector.

5. Accessory buildings shall not be located in front of the principal building.

6. No accessory building or use shall be constructed or developed on a lot prior to construction of the principal building.
1. Size Restrictions: In order to preserve the residential character, the following shall serve as size restrictions on accessory buildings located in residential zones in Nibley City:

Lot Size	Maximum Square Footage	Maximum Building Height (Feet)
0 - 14,000 square feet	1,000	20
0.33 - 0.49 acre	1,200	20
0.5 - 0.74 acre	1,500	20
0.75 - 0.99 acre	3,000	30
1.0 - 1.99 acres	5,000	30
2.0 acres and above	No limit	30

19.22.010 Space Requirements Chart

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Below:

12. Limited to two stories.

13. Accessory buildings greater than 15 feet in height shall have a 10 feet minimum side yard, interior or rear yard setback.

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Agenda Item #10

Description	Discussion & Consideration – Ordinance 21-11: Amending Nibley City Code 19.24.060 Accessory Buildings in Residential Zones; Setback Standards for Accessory Buildings (Third Reading)
Presenter	Levi Roberts, City Planner
Recommendation	Move to approve Ordinance 21-11: Amending Nibley City Code 19.24.060 Accessory Buildings in Residential Zones; Setback Standards for Accessory Buildings
Reviewed By	Mayor, City Manager, City Planner

Background:

The existing accessory building ordinance allows for buildings up to 20 ft for lots that are less than $\frac{3}{4}$ acre and up to 30 ft high for lots which are greater than $\frac{3}{4}$ acre. Minimum setback standards for accessory buildings are 1 ft for the rear yard and 3 ft for the side yard. There was general direction from the Planning Commission, that additional setback standards for accessory buildings over 20 feet in height are appropriate. Specifically, the Planning Commission recommends that for accessory buildings greater than 20 feet in height, a minimum setback of 10 feet be established. In addition, a provision that no part of the building, including roof overhangs, may encroach within 1 foot of the property line in any location. The existing ordinance provides maximum building size and height standards, based upon both lot size and zoning designation. This amendment recommends to base maximum building size and height upon lot size, rather than the underlying zone.

Additional background:

During the second reading for this ordinance, the Council passed a motion to amend the ordinance to read that if accessory buildings are greater than 15 feet in height then they must be set back 10 feet from the rear property line. The presented draft reflects this change and adds that accessory buildings greater than 15 feet in height must also be setback on 'sideyard, interior' 10 feet.

RESOLUTION 21-20

A RESOLUTION UPDATING NIBLEY CITY'S CONSOLIDATED FEE SCHEDULE; APPEAL FEES

WHEREAS, State Law and the City Code empower the Nibley City Council to set rates and charge fees for services provided by the City;

WHEREAS, the City has historically set rates and fees for services through various resolutions from time to time as needed;

WHEREAS, the City Council finds that it is in the best interest of the City and its residents to update the consolidated schedule of all existing rates and fees and to review and update the schedule as needed;

WHEREAS, the rate charged for variance requests and appeal to nuisance violations has been found to be disproportionate with the associated costs to the City.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE NIBLEY CITY COUNCIL THAT:

1. The rate charged for variance requests and appeals to nuisance violations shall be changed to \$750.00.
2. The Consolidated Fee Schedule attached hereto as Exhibit A and the rates, fees, and charges set forth therein are hereby enacted and adopted.
3. This Resolution does not repeal, abrogate, annul, or impair in any way the existing resolutions or ordinances of the City except to modify the rates, fees, and charges reflected in the Consolidated Fee Schedule. All rates, fees, or charges not listed in the Consolidated Fee Schedule which are contained in or promulgated pursuant to any current resolution or ordinance shall remain in full force and effect, unless and until duly modified. All resolutions or ordinances which set forth rates, fees, or charges which are contained in the Consolidated Fee Schedule are hereby superseded by the Consolidated Fee Schedule.
4. This Resolution shall become effective immediately upon passage.

ADOPTED BY THE NIBLEY CITY COUNCIL THIS 10 DAY OF September, 2020.

Shaun Dustin, Mayor

ATTEST:

Cheryl Bodily, City Recorder

Utility Service Fees	
Item	Rate
Water	
Base Rate	
1" Water Service	\$ 15.50
2" Water Service	\$ 35.00
3" Water Service	\$ 65.00
4" Water Service	\$ 90.00
5" Water Service	\$ 95.00
6" Water Service	\$ 105.00
Rate per 1,000 gallons	
0-5,000 Gallons	Included in base rate
5,001 - 40,000	\$ 1.05
40,001 - 65,000	\$ 1.10
65,001 - 100,000	\$ 1.15
100,001 +	\$ 1.35
Townhouse Meters	
Water Reconnect/Disconnect Fee	\$ 50.00
Extra Territorial Rate	2 X base & usage
Water Stock/Right Contribution Waiver	\$ 2500.00 Per Acre-Foot Required
Sewer	
Residential Rate	\$ 52.00
Commercial #1 (0 - 7,000 Gal)	\$ 52.00
Commercial #2 (7,001 - 15,000 Gal)	\$ 104.00
Commercial #3 (15,001 - 25,000 Gal)	\$ 156.00
Commercial #4 (25,001 - 50,000 Gal)	\$ 208.00
Commercial #5 (50,000 Gal & Up)	Manual Calculation
Pretreatment	Pass through from Logan City
Stormwater	
Residential	\$ 7.75
Commercial	(Sq. ft. of impervious surface/3,000) x Residential Rate
Utility Billing Penalties	
Late Fee	\$ 5.00
Late Fee Penalty (Calculated from past due balance)	0.0175
Insufficient Funds Fee	\$ 30.00
Non-Payment Disconnect/Reconnect Fee	\$ 50.00
Door Hanger Fee	\$ 25.00

Business Licenses & Fees

Item	Rate
Business License Application Fee	\$ 30.00
Home Business License Annual Fee (Jan-Dec)	\$ 30.00
Commercial & Industrial Business License Initial Fee (Jan-Dec)	\$ 250.00
Commercial & Industrial Business License Renewal Fee (Jan-Dec)	\$ 150.00
Temporary Vendor/Solicitors Business License (6 Months)	\$ 30.00
Class B Retail License (Jan-Dec)	\$ 250.00
Late Fee (March 1st)	\$ 10.00
Fire Marshall Inspection	As charged by Cache County

Building Permits & Impact Fees

Impact Fees

Item	Rate
Sewer Impact Fee 1" Service	\$ 1,725.00
Sewer Impact Fee 1.5" Service	\$ 3,450.00
Sewer Impact Fee 2" Service	\$ 5,520.00
Sewer Impact Fee 3" Service	\$ 10,349.00
Sewer Impact Fee 4" Service	\$ 20,698.00
Water Impact Fee 1" Service	\$ 1,950.00
Water Impact Fee 1.5" Service	\$ 3,900.00
Water Impact Fee 2" Service	\$ 6,241.00
Water Impact Fee 3" Service	\$ 11,701.00
Water Impact Fee 4" Service	\$ 23,403.00
Park Impact Fee	\$ 4,500.00
Street Impact Fee Apartment	\$ 324.00
Street Impact Fee Condominium/Townhouse	\$ 286.00
Street Impact Fee Church	\$ 445.00
Street Impact Fee Education	\$ 618.00
Street Impact Fee food Service/Fast Food	\$ 4,363.00
Street Impact Fee Gas Station Convenient Fee	\$ 7,950.00
Street Impact Fee Hotel	\$ 436.00
Street Impact Fee Light Industrial	\$ 341.00
Street Impact Fee Office	\$ 1,107.00
Street Impact Fee Retail	\$ 2,803.00
Street Impact Fee Residential Home	\$ 467.00
Street Impact Fee Warehousing	\$ 242 per 1,000 sq. feet

Building Permit Fees

Building Permit	Based on a formula
Plan Check Fee	Based on a formula
Water Connection Fee	\$ 700.00
Stormwater Inspection Fee Residential	\$ 150 Per Year

Development Fees

Water Meter 1"	\$ 700.00
Water Meter 2"	\$ 2,200.00
Water Meter 3"	\$ 2,994.00
Water Meter 4"	\$ 3,942.00
Water Meter 2" - 4 Townhomes	\$ 550.00
Water Meter 2" - 6 Townhomes	\$ 366.00
Water Meter Lid	\$ 50.00
Water Meter Ring or Collar	\$ 50.00
Water Meter Adjustment (Raise or Lower)	\$ 75.00
Road Cut Fee	\$ 3,000 (1/2 is refundable)
Street Sign	\$ 300.00
Sewer Valve Collar	\$ 450.00
Water Valve Collar	\$ 350.00
Stormwater Development Inspection Fee	\$ 500 Per Year

Stormwater for Regional Ponds	\$3,000 Per Lot
P & Z Misc. Applications (Example: building permits, rezone, concept plans, etc.)	\$ 30.00
Annexation Petition Application	\$ 200.00
Asphalt Preservation	.25 per Sq Foot
Miscellaneous Items	
Gas Meter Upgrade Inspection	\$ 25.00
Permanent Power Upgrade Inspection	\$ 25.00

Planning and Building Department Credit Card Convenience Fee	3% of Total Invoice
Logan Wastewater Treatment Impact Fee (Set by ordinance 20-15)	\$ 2,433.00
Logan Wastewater Treatment Impact Fee Collection Fee	\$ 150.00

Dog Licenses & Permits

Item	Rate
Dog Registration January-December Spayed/Neutered	\$ 15.00
Dog Registration January-December Unaltered	\$ 25.00
Dog Registration July-December Spayed/Neutered	\$ 7.50
Dog Registration July-December Unaltered	\$ 12.50
Multi-Dog Permit Fee - Yearly Renewal	\$ 30.00
Multi-Dog License Application Fee	\$ 30.00
Lost Tag	\$ 5.00
Late Fee (After March 1st)	\$ 10.00

Cache Humane Society Impound Service Fees	Please refer to contract
Impound Boarding Dog/Cat	\$ 150.00 Per Animal
Impound Other Domestic Animal Species	\$ 250.00 Per Animal
Cat Trap Neuter Release (TNR)	\$ 79.00 Per Cat
TNR excess boarding fee	\$ 30.00 Per Day or Partial Day
Quarantine Boarding Dog/Cat	\$ 350.00 Per Animal
Court-ordered Hold and Quarantines in Excess of 10 Days	\$ 35.00 Per Day
Dog Euthanasia & Disposal	\$ 50.00 - \$70.00 Based on Weight
Cat Euthanasia & Disposal	\$ 40.00
Emergency Veterinary Services	Minimum \$95 Per Hour
Late Payment Fee	\$ 20.00
Interest Rate	18% Per Annum

Charges for Services

Planning Review Fees

Item	Proposed Rate
Preliminary Plat Filing Fee	\$ 200 + \$10 per lot
Final Plat Filing Fee	\$ 200 + \$10 per lot
Engineering Development Review	\$1500 + \$50 per lot
Public Works Inspection Fee	0.075% of Bond Summary
Minor Subdivision	\$ 200 + \$10 per lot
Minor Subdivision Deposit	\$ 500.00
Accessory Building Application	\$ 30.00
Subdivision Amendment Application	\$ 30.00
Minor-Subdivision Application	\$ 30.00
RPUD Application	\$ 500.00
Misc. Planning & Development Application	\$ 30.00

Community Center Rental

Small Gathering - Resident	\$ 50.00
Small Gathering - Non-resident	\$ 100.00
Small Gathering - Deposit	\$ 150.00
Large Gathering - Resident	\$ 150.00
Large Gathering - Non-resident	\$ 300.00
Large Gathering - Deposit	\$ 150.00
Sanitation Cleaning Fee	\$ 50.00
Audio Visual Equipment Use	\$ 25.00
Audio Visual Equipment Deposit	\$ 200.00
Business, Club, & Public Meetings	Free, With City Manager Approval
Business, Club, & Public Meetings Deposit	\$ 50.00
Building Repair/Maintenance	\$ 20/HR + Repair Cost

Variance Request

Variance Request Application	\$750
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Nuisance Violation Appeal

Nuisance violation Appeal	\$750
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Recreation

Facility Rentals

Item

Park Pavilion Rental (Heritage, Anhder, Virgil Gibbons, Elk Horn)

Park Pavilion Rental (Elk Horn with Kitchen)

Park Pavilion Rental Deposit (Elk Horn)

Single Use Athletic Field Rental (Per Field, Per Game/Practice)

Athletic Field Rental (Per Team, Per Season)

Anhder Park Field Lights (Per Day)

Field Preparation - Baseball/Softball (includes base setting, dragging, and lining the field)

Field Preparation - Athletic Field

Fitness Event Route Marking

Athletic field rental per camp/clinic/day up to 1-50 participants (may require pavilion rental)

Non-city recreation league field use per player

Tournament fee/DAY per athletic field use includes: 1 Baseball or Softball field, or 2 grass athletic fields, 1 baseball/softball field prep & pavilion rental if applicable, additional bathroom cleaning/day, and additional garbage removal @ athletic field

Tournament athletic field layout and lining (painted) on grass/per field (soccer, lacrosse, football, etc)

Tournament/Event Cleaning Deposit

Baseball portable mound placement/occurrence (dirt mound building for tournaments is NOT available)

Consessions permit/day (includes access to available onsite electrical outlets, however, a breaker reset for overloaded circuits incurs a \$25 fee per occurrence)
Event/League organizers are required to have a copy of food handlers permits onsite throughout the duration of the event

Amphitheatre rental/day (includes access to electricity)

Pickleball court rental/day (includes both courts @ Anhder Park)

Tennis court rental/day (also lined for 4 Pickleball courts @ Anhder Park portable nets NOT provided)

Use of city streets, and or park space for a fun run/walk, includes pavilion rental. Fee also applies to parades. Route layout provided by the organizer, must be approved 14 days prior to the event.

Per hour, per person of paint marking of a fun run/walk or other fitness event (painting arrows and or start & finish line, with washable paint, does NOT include directional traffic cones, road closed, detours, or other signage). Organizer pays estimate prior to event, billed the difference if actual cost more than estimate

Traffic Control set up per hour per person. Cones, baracades, road closed/detour for an event (ie fun run/walk fitness events, parades or similar) Organizer pays estimate prior to event, billed the difference if actual cost more than estimate

Ticketed event (including entrance fees and suggested donations for participation or entrance)

General Notes regarding Parks and Recreation facility rental
Tournament/Event Cleaning Deposit
Deposits are refundable if the facility/field is left clean and without damages. Deposits cover the cost of additional cleaning or minor damage beyond normal use if such damage repairs resulting from use of any facility exceeds the deposit, the City reserves any additional costs incurred.
Inclimate Weather & Refund Policy
The event/league organizer assumes the risk of cancelation due to inclement weather. Requests re-scheduling due to inclement weather it is based on facility availability and the City only if alternate dates are available. Facility fees are non-refundable unless 14 days prior to the event.
Movies:
Use of any city property to show a movie requires proof of movie licensing, at least the event organizer requires an entrance fee including a suggested donation, a ticket, audio/visual equipment and movie screen are NOT available to rent. Nibley City reserves the right to prohibit an outdoor movie if the proposed event is held within 30 days of a scheduled Nibley City outdoor movie.
Fun Runs and outdoor fitness events:
A pavilion rental is required (included in fee), if the start or finish line is in Nibley, the Cache County Sheriff or equivalent is NOT included in the fee. The organizer may be responsible for portapotties based on estimated #'s. Nibley City reserves the right to prohibit a fun run or walk within 45 days of a scheduled Nibley City outdoor fun run/walk or similar Nibley City event.
Field and street marking restrictions:
All athletic field, event space, and or street marking must be performed by Nibley City. Nibley City assumes costs for damages and or cleaning. Failure to comply may also result in a fine.
Per Player Non-city recreation league fee and fee determination:
Per Player fee available to leagues that do not require a tryout and allow anyone to play. Nibley City Recreation Director will determine if a clinic/camp, per team, or per player.
Ticketed events
All ticketed events must be pre-approved by the Nibley City Special Events Committee. Event insurance is required for these events and the event may require a permit. Nibley City does NOT provide any access control in the form of fencing, gates, cones, or barriers, (fences) already available at facility.
Cache County School District, and Thomas Edison Charter School Use
Nibley City reserves the right to waive fees and or requirements except insurance for Thomas Edison Charter School and Cache County School District schools, and a school PTA. based on shared use interlocal agreements.
Baseball
Classic T-Ball
Rookie
Minors
Majors
Pony
Late Fee
Softball
Ponytail (6-8)
Fast Pitch (10 & Under)
Fast Pitch (12 & Under)
Fast Pitch (14 & Under)
Late Fee

Super Start
T-Ball (3-4) Fee
Soccer (3-4) Fee
Late Fee
Flag Football
1st & 2nd Grade League
3rd & 4th Grade League
5th & 6th Grade League
7th & 8th Grade League
Late Fee
Soccer Spring & Fall
Kindergarten League
1st & 2nd Grade League
3rd & 4th Grade League
5th & 6th Grade League
7th & 8th Grade League
Late Fee
Reversible Soccer Jersey
Cancellation fees for all youth recreation programs
A registration refund for cancellation is available only if the cancellation request is prior to the coach meeting/jersey order. All cancellation requests are subject to the proposed 25% (of the total registration cost) fee.
Other NEW Youth sports, programs, camps, and or classes
The initial fee will be established at the discretion of the Recreation Director based on estimated costs, fees for similar programs, known and projected program interest, benefit. Program offerings that continue beyond a trial phase, will utilize actual costs to determine appropriate registration fees moving forward.
Equipment Rental
Disc Golf (Per Set)
Spikeball (Per Set)
Kubb (Per Set)
Equipment Deposit
Nibley Fit
Day Pass
Monthly Pass
Quarterly Pass
Staff has discretion to adjust pass prices for promotional events
Heritage Days
Booth Fees
Mayor's Dinner
Mayor's Dinner
Tournament Fee
Field Rental Baseball/Softball (Field Prep and lights additional)
Athletic Field Rental (Field Prep and lights additional)
League/Clinic Fee
Non City Sponsored League Team Per Season (Non Recreational Team)
League Team Per Season (Recreational Team)
Recreation Misc.

Rate	
\$	25.00
\$	50.00
\$	25.00
\$	35.00
\$	50.00
\$	20.00
\$	25.00
\$	45.00
\$	30.00
\$	50.00
\$	3.00
\$	225.00
\$	50.00
\$	300.00
\$	20.00
\$	20.00
\$	45.00
\$	45.00
\$	45.00
\$	75.00
\$	35.00
\$	75.00
\$	200.00

Totals/use/and fees	
deposits, if not refunded, are intended to be used for cleaning or repairs. If the cost of cleaning or repairs exceeds the right to charge the user for the facility.	
However, If event/league organizer does not pay the fee, Nibley City and will be at the discretion of Nibley City. If a refund has been requested in writing, Nibley City will not refund the fee.	
At least 7 days prior to the event. If the event fee applies. Nibley City reserves the right to prohibit an event from being held in the park. Nibley City outdoor movie in the park.	
Traffic safety provided by the Cache County Sheriff's Office. Nibley City is required to provide additional portable restrooms/walk or other fitness event if it is held in the park. Nibley City outdoor fitness event.	
Nibley City employees, otherwise renter will be responsible for becoming ineligible to rent facilities.	
Nibley City will sign up regardless of ability. The fee for the event is the most appropriate fee.	
Nibley City will be at least 30 days prior to the event. Nibley City does not require a business license. Nibley City does not require a permit for other than permanent structures (i.e., structures).	
Nibley City requirement, for facility use by Nibley City associated organizations including a	
\$	30.00
\$	30.00
\$	60.00
\$	65.00
\$	75.00
\$	10.00
\$	30.00
\$	35.00
\$	40.00
\$	40.00
\$	10.00

\$	30.00
\$	30.00
\$	10.00
\$	35.00
\$	35.00
\$	45.00
\$	45.00
\$	10.00
\$	30.00
\$	30.00
\$	45.00
\$	45.00
\$	45.00
\$	10.00
\$	5.00
\$	0.25
d on an evaluation of actual and and considerations of community osts compared to registration fees to	
\$	3.00
\$	3.00
\$	3.00
\$	20.00
\$	3.00
\$	15.00
\$	40.00
\$	50.00
\$10 (Up to 6 people)	
\$4 Per Person	
\$	200.00
\$	200.00
\$	50.00
\$3 Per Participant	

\$	30.00
----	-------

Solid Waste		
Item	New Rate	Old Rate
60 Gallon can	\$ 14.15	\$ 13.15
60 Gallon Extra Empty	\$ 14.15	\$ 13.15
90 Gallon Can	\$ 16.40	\$ 15.40
90 Gallon Extra Empty	\$ 16.40	\$ 15.40
New Homes (Resident Picked Up A/C)	\$ 6.00	
New Homes (Logan City Delivered A/C)	\$ 27.00	
Recycle Container	\$ 3.25	
Green Waste Container	\$ 5.25	

Bulk Waste Collection		
Vacancy Status	\$5	3 Month Minimum

Bin Size	1	2	3	4	5	6
2	58.11	\$ 115.23	\$ 173.83	\$ 228.45	\$ 286.57	\$ 343.68
3	74.71	\$ 148.42	\$ 222.13	\$ 294.84	\$ 369.55	\$ 443.26
4	99.28	\$ 197.56	\$ 297.34	\$ 393.12	\$ 492.40	\$ 590.68
6	145.82	\$ 290.64	\$ 434.46	\$ 579.28	\$ 725.10	\$ 869.92
8	194.09	387.19	580.28	\$ 772.37	\$ 966.47	\$ 1,159.56
Communication Center						
911 Communication Fee *	\$ 3.00					

Miscellaneous Nibley City Fees

Item	Rate
Copy	\$ 0.25
Fax - Residents	\$ 0.50 Per Page
Fax - Non-Residents	\$ 1.00 Per Page
Notary - Residents Only	FREE
CC Payment Over the Phone (Waive one time if they sign up for auto pay)	\$ 4.00
GRAMA Request	Actual Cost
Accounts Receivable Late Fee	\$ 5.00
Accounts Receivable Late Fee Penalty	0.015/month

Water Share

Agenda Item #11

Description	Discussion & Consideration - Street Improvement and Dedication Agreements for 2600 South between Highway 89/91 and 1200 West. (Applicants: Wesley Nelson Farms, Tri H Farms, Catholic Diocese of Salt Lake City, & River Valley Development)
Presenter	Levi Roberts, City Planner
Recommendation	Move to approve the Street Improvement and Dedication Agreements for 2600 South between Highway 89/91 and 1200 west, contingent upon final engineer review of construction drawings
Reviewed By	Mayor, City Manager, City Planner, City Engineer, City Attorney

Background:

Wesley Nelson Farms, Inc, Owner of Parcel 03-007-0019, has requested to make improvements to 2600 South between Highway 89/91 and 1200 West. This street is included in Nibley City's Transportation Master Plan, as a minor arterial roadway. Consistent with the Master Plan, the proposed street curves to the north to create a right-angle intersection at Hwy 89/91 and facilitate a future connection with 1600 West across the highway. The applicant has also obtained a conditional access permit (CAP) from UDOT to access Hwy 89/91, with a plan for a signalized intersection at that location when it is warranted. Although the applicant has expressed intentions on subdividing and developing the property, no subdivision or development outside of the improvement of this roadway is proposed at this time.

In order for the City to allow for the construction and dedication of this roadway, Staff has coordinated with the applicant to mutually draft a Street Improvement and Dedication Agreement. This agreement includes the following provisions:

1. This agreement does not constitute or grant any rezone, subdivision or other approval outside of this roadway dedication improvement from the City.
2. The improvement of this roadway does not constitute an exaction by the City. Any exactions imposed by the City by any future development may be imposed in addition to these improvements.
3. The City may impose additional exactions or other required improvements commensurate with any future approved development.
4. The Developer must facilitate agreements with affected properties, including Tri H Farms, Catholic Diocese, and River Valley Development. Agreements with these entities have also been drafted and are subject to approval by City Council as part of this item.

5. The developer must improve the street according to supplied construction drawings. These drawings are included in the meeting packet, have been reviewed by City Staff and the City Engineer is working with the applicant to address some final comments.

Specific improvements to the roadway include a 3 lane cross section with 2 drive lanes and a center turn lane, as well as several utility improvements. Improvements beyond the pavement, including trails, sidewalks, turn lanes, etc. are not proposed at this time and would be made in connection with any future development. Staff is supportive of this approach as this allows for scalability depending upon the need of specific improvements commensurate with future development.

Approval by the City Council would allow the execution of a street improvement and dedication agreement with Wesley Nelson Farms and a dedication agreement with Tri H Farms, Catholic Diocese, and River Valley Development, ultimately allowing for the construction of this roadway contingent upon the City Engineer's final approval of construction drawings.

**NIBLEY CITY
STREET IMPROVEMENT AND DEDICATION AGREEMENT**

THIS STREET IMPROVEMENT AND DEDICATION 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, Developer owns and seeks to develop a portion of its property located in Nibley City, Cache County, State of Utah, generally described as Tax Parcel No. 03-007-0019 and more particularly described as follows ("Development"):

(Property description to be added here)

and

WHEREAS, there are no pending land use or rezone requests regarding the Development, and this Agreement is not predicated on any;

Deleted:

WHEREAS, prior to applying for and obtaining preliminary plat, final plat, or other land use approvals for the remainder of the Development, the Developer desires to construct, improve, and dedicate, in accordance with City requirements, a public street to be known as 2600 South, which street, and its location, is more particularly described in Exhibit A hereto (the "Street"); and

WHEREAS, the Developer believes that the construction and dedication of the Street will be to Developer's benefit and has requested that Nibley City approve the construction and dedication of the Street;

WHEREAS, it is necessary for the interest of the public welfare that the Street be constructed and dedicated in according to the specifications set forth in the Nibley City Ordinances, Design Standards, and this Agreement, subject to the future need to modify or adjust the Street pursuant to the proposed Development; and

NOW THEREFORE, to induce Nibley City to allow for the construction and dedication of the Street, 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, and the R-PUD Ordinance. Developer hereby acknowledges that Developer, or an agent of Developer, has read the ordinances, that Developer understands the provisions of the ordinances and that Developer will fully and completely comply with the provisions and requirements therein contained as of the date of this Agreement.

2. Developer hereby acknowledges that the execution of this Agreement, on its own, does not constitute or grant any entitlement to preliminary or final plat approval, approval of an

R-PUD rezone or other rezoning, or permission to begin development except as authorized by city code or as otherwise expressly set forth herein, 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. Developer hereby acknowledges that the construction and dedication of public streets by developers and subdividers are typically requirements and exactions imposed as a condition of subdivision and development approvals, and that the construction and dedication of the Street under this Agreement is separate from approval of the proposed Development and unrelated to any approval or authorization of the Development. The Developer's construction and dedication of the Street pursuant to this Agreement shall not be considered or construed by any party as an exaction or condition of development approval of the Development.

4. Developer hereby acknowledges that the City may, if authorized by law, require or impose different and/or additional conditions and exactions in connection with a future approval or rezoning of the Development, which conditions and exactions may include changes to, modifications of, or redesign or relocation of some or all of the Street, as well as all street intersections, sidewalks, gutters, stormwater systems, utility pipes and lines, and other public infrastructure related thereto; provided, however, that nothing in this Agreement shall waive Developer's rights, including, but not limited to, the right to seek just compensation for any unconstitutional taking, regulatory taking, or other taking of Developer's property without just compensation, arising out of or related to such different and/or additional conditions and exactions imposed or required by the City in connection with a future approval or rezoning of the Development, which rights are hereby expressly reserved.

5. By proceeding with the construction and dedication of the Street pursuant to this Agreement, Developer waives only the right to claim that the initial construction and dedication of the Street pursuant to this Agreement was an unlawful exaction or taking in exchange for obtaining any future land use or zoning approval of the remaining portions of the Development. Any future challenge or dispute regarding the lawfulness of future conditions or exactions, including any claims to entitlement to just compensation for any unconstitutional taking, regulatory taking, or other taking of Developer's property without just compensation, may not be based in any way on the Developer's past construction and dedication of the Street pursuant to this Agreement and the costs incurred by Developer related thereto.

6. 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 such that Developer can dedicate the Street to the City free and clear of all encumbrances. Developer shall provide such documentation as is necessary to establish these facts prior to beginning construction of the Street.

7. Within a commercially reasonable time after final approval of the Street plans and/or Street plat or as otherwise directed by the City, Developer shall convey and dedicate to the City (or cause to be conveyed and dedicated to the City) and the City shall accept from the Developer the respective portion(s) of the Development needed for the Street by recording a final Street plat approved by the City. As a condition to approval of the Street plat and City's acceptance

of the dedication of the Street, the Developer shall prepare and provide, at its own cost and expense, construction drawings for the Street. Developer shall not begin construction or improvement of the Street until each of the above items have been prepared by Developer and approved, and accepted by the City, and the final approved Street plat has been recorded. Developer will design, construct, and install all roadway improvements for the Street required by the City at Developer's sole cost and expense. The road construction shall not be eligible for impact fee credits ↓

8. Prior the approvals described in Section 7, the Developer shall facilitate the dedication of necessary property for the Street to the City by Tri H Farms, the Catholic Diocese, River Valley Development, and Nibley City who own parcels adjacent to the Development, which dedication shall be accomplished by separate agreement between the City and the respective party. Developer's design, construction, and installation of all roadway improvements for the Street shall include those portions of the Street located on the property dedicated Tri H Farms, the Catholic Diocese, River Valley Development, and Nibley City for that purpose.

9. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable laws, ordinances and requirements as now existing and as enacted and/or amended prior to construction of the Street. 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 connection with Street prior to issuance of a notice to proceed by the Public Works Director and Developer's deposit or posting of a bond or other financial assurance, in amounts and forms acceptable to Nibley City, to warrant and guarantee the Developer's completion of construction of the Street and the durability and workmanship of the Street after completion of construction. The amount of assurance to warrant and guarantee completion shall be equal to 100% of the estimated cost of the Street, which assurance may be released upon Nibley City's inspection and acceptance of the Street upon completion of construction. The amount of assurance to warrant and guarantee the design, materials, durability, and workmanship of the Street shall be equal to 10% of the estimated cost of the Street, which assurance may be released upon Nibley City's inspection and acceptance of the Street at least one year after completion of construction. Developer shall request that Nibley City, which shall not be unreasonably delayed.

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.

Deleted: ,

Deleted: ,

Deleted: Developer shall have the sole and exclusive right to apply for and, if authorized, receive and does not hereby waive any and all impact fee credits and reimbursements Developer is entitled to from the City for the land and improvement costs

Deleted: of the Street, if any, which rights are hereby expressly reserved.

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 from the other party.

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

NIBLEY CITY

DEVELOPER

By: Justin Maughan
Its: City Manager

By:

By:

STATE OF UTAH)
 : ss
County of Cache)

On this ____ day of _____, 2019, personally appeared before me Justin Maughan, 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 _____, 2021, 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

(Plat showing width and location of the Street)

Formatted: Centered
Formatted: Font: Bold

DEDICATION AGREEMENT

This Dedication Agreement (“**Agreement**”) is executed on _____ [Date], between _____ (“**Owner**”) and Nibley City, a Utah municipality (the “**City**”), together with their respective principals, agents, officers, attorneys, and representatives (collectively, “**Parties**”).

RECITALS

- A. Owner owns certain real property described in Exhibit A, attached hereto (the “**Property**”).
- B. The City desires to obtain certain rights in and to the Property, as described below.
- C. Owner is willing to grant certain rights in and to the Property to the City, on the terms and conditions described below.

AGREEMENT

Now therefore, in order to give effect to the recitals above, and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties do agree and covenant as follows:

- 1. **Warranties.** Owner represents and warrants that Owner lawfully owns the Property described in Exhibit A and that Owner is authorized and able to convey to the City the rights described herein clear of any encumbrances that would interfere with the City’s possession and use of the Property for the purposes described below.
- 2. **Dedication of Property.** Owner agrees to grant, convey, and dedicate to the City a perpetual easement and right of way for the purpose of installing, constructing, maintaining, and operating a public street, including the right to install public utilities, lines, cables, pipes, channels, related utility facilities, and other facilities located within or under public streets pursuant to Nibley City ordinances, design standards, franchise agreements, and other documents, as described in the attached Exhibit A. Owner agrees to execute the conveyance of property attached as Exhibit A contemporaneously with this Agreement to complete this dedication.
- 3. **Recordation.** The Parties agree that the City shall record the executed conveyance of property attached as Exhibit A with the county recorder’s office, and that this Agreement in total shall not be recorded.
- 4. **Complete Agreement.** This written Agreement is the entire contract entered into between the Parties, and no Party is relying or may rely on any other representations, promises, or understandings of any kind not expressly set forth herein. This Agreement

may not be altered, amended, modified, or otherwise changed in any respect except in a writing executed by all Parties.

5. **Authority to Execute.** The person executing this Agreement on behalf of each Party hereby represents that he or she has full authority to execute the Agreement and to bind each Party to the terms of this Agreement, and that all necessary actions for him or her to enter into this Agreement have heretofore been completed.
6. **Assignment and Successors.** The Parties agree that this Agreement shall run with the land and continue and be binding on all successors-in-interest, partners, agents, officers, trustees, attorneys, insurers, assigns, representatives, heirs, executors, and administrators of each of the Parties.
7. **Attorney Fees and Costs.** 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, 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.

-SIGNATURES TO FOLLOW-

THE UNDERSIGNED HAVE READ AND HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL WITH RESPECT TO THE FOREGOING, AND HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS.

On Behalf of Owner

On Behalf of Nibley City, Utah

[Signature]

[Name]

[Title]

ATTESTED:

City Recorder

EXHIBIT A

Form of Conveyance and Property Description

When recorded return to:
Nibley City
455 West 3200 South
Nibley City, UT 84321

GRANT OF PERPETUAL EASEMENT AND DEDICATION OF RIGHT OF WAY

For value received, _____
 (“**Owner**”) hereby grants, conveys, warrants, and dedicates to Nibley City, a Utah municipality, (the “**City**”), whose address is Nibley City, 455 West 3200 South, Nibley City, UT 84321, a perpetual easement and right of way for the purpose of installing, constructing, maintaining, and operating a public street, including the right to install public utilities, lines, cables, pipes, channels, related utility facilities, and other facilities located within or under public streets pursuant to Nibley City ordinances, design standards, franchise agreements, and other documents, and other public uses, on the following described property in Cache County, Utah:

Description of Property:

A parcel of land, situate in the Northwest Quarter of Section 20, Township 11 North, Range 1 East, Salt Lake Base and Meridian, said parcel also located in Nibley City, Cache County, Utah. Being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of 2600 South Street, said point being North 89°47'28" West 439.58 feet along the section line and South 00°12'32" West 33.00 feet from the North Quarter Corner of said Section 20 and running thence:

South 00°31'14" East 3.00 feet;

thence North 89°47'28" West 427.43 feet;

thence North 00°31'29" West 3.00 feet southerly right-of-way line of 2600 South Street;

thence South 89°47'28" East 427.43 feet along said right-of-way to the Point of Beginning.

Contains: 1282 square feet or 0.029 acres.

Owner represents and warrants that Owner lawfully owns the above-described property and that Owner is authorized and able to convey to the City the rights described herein clear of any encumbrances that would interfere with the City’s possession and use of the property.

-SIGNATURE AND ACKNOWLEDGEMENT TO FOLLOW-

On Behalf of Owner

[Signature]

[Name]

[Title]

[Date]

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ (date) of _____ (month), in the year _____ (year),
before me _____ (notary name), a notary public, personally
appeared _____ (Owner), proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this document, and
acknowledged that they executed the same.

[Notary Seal]

Notary Public, State of Utah

DEDICATION AGREEMENT

This Dedication Agreement (“**Agreement**”) is executed on _____ [Date], between _____ (“**Owner**”) and Nibley City, a Utah municipality (the “**City**”), together with their respective principals, agents, officers, attorneys, and representatives (collectively, “**Parties**”).

RECITALS

- A. Owner owns certain real property described in Exhibit A, attached hereto (the “**Property**”).
- B. The City desires to obtain certain rights in and to the Property, as described below.
- C. Owner is willing to grant certain rights in and to the Property to the City, on the terms and conditions described below.

AGREEMENT

Now therefore, in order to give effect to the recitals above, and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties do agree and covenant as follows:

- 1. **Warranties.** Owner represents and warrants that Owner lawfully owns the Property described in Exhibit A and that Owner is authorized and able to convey to the City the rights described herein clear of any encumbrances that would interfere with the City’s possession and use of the Property for the purposes described below.
- 2. **Dedication of Property.** Owner agrees to grant, convey, and dedicate to the City a perpetual easement and right of way for the purpose of installing, constructing, maintaining, and operating a public street, including the right to install public utilities, lines, cables, pipes, channels, related utility facilities, and other facilities located within or under public streets pursuant to Nibley City ordinances, design standards, franchise agreements, and other documents, as described in the attached Exhibit A. Owner agrees to execute the conveyance of property attached as Exhibit A contemporaneously with this Agreement to complete this dedication.
- 3. **Recordation.** The Parties agree that the City shall record the executed conveyance of property attached as Exhibit A with the county recorder’s office, and that this Agreement in total shall not be recorded.
- 4. **Complete Agreement.** This written Agreement is the entire contract entered into between the Parties, and no Party is relying or may rely on any other representations, promises, or understandings of any kind not expressly set forth herein. This Agreement

may not be altered, amended, modified, or otherwise changed in any respect except in a writing executed by all Parties.

5. **Authority to Execute.** The person executing this Agreement on behalf of each Party hereby represents that he or she has full authority to execute the Agreement and to bind each Party to the terms of this Agreement, and that all necessary actions for him or her to enter into this Agreement have heretofore been completed.
6. **Assignment and Successors.** The Parties agree that this Agreement shall run with the land and continue and be binding on all successors-in-interest, partners, agents, officers, trustees, attorneys, insurers, assigns, representatives, heirs, executors, and administrators of each of the Parties.
7. **Attorney Fees and Costs.** 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, 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.

-SIGNATURES TO FOLLOW-

THE UNDERSIGNED HAVE READ AND HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL WITH RESPECT TO THE FOREGOING, AND HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS.

On Behalf of Owner

On Behalf of Nibley City, Utah

[Signature]

[Name]

[Title]

ATTESTED:

City Recorder

EXHIBIT A

Form of Conveyance and Property Description

When recorded return to:
Nibley City
455 West 3200 South
Nibley City, UT 84321

GRANT OF PERPETUAL EASEMENT AND DEDICATION OF RIGHT OF WAY

For value received, _____
 (“**Owner**”) hereby grants, conveys, warrants, and dedicates to Nibley City, a Utah municipality, (the “**City**”), whose address is Nibley City, 455 West 3200 South, Nibley City, UT 84321, a perpetual easement and right of way for the purpose of installing, constructing, maintaining, and operating a public street, including the right to install public utilities, lines, cables, pipes, channels, related utility facilities, and other facilities located within or under public streets pursuant to Nibley City ordinances, design standards, franchise agreements, and other documents, and other public uses, on the following described property in Cache County, Utah:

Description of Property:

A parcel of land, situate in the Northwest Quarter of Section 20, Township 11 North, Range 1 East, Salt Lake Base and Meridian, said parcel also located in Nibley City, Cache County, Utah. Being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of 1200 West Street, said point being North 89°47'28" West 42.32 feet along the section line and South 00°12'32" West 36.00 feet from the North Quarter Corner of said Section 20 and running thence:

North 89°47'28" West 397.23 feet;

North 00°31'14" West 3.00 feet to the 33' half width southerly right-of-way line of 2600 South Street;

thence South 89°47'28" East 390.12 feet along said right-of-way;

thence Southeasterly 7.95 feet along the arc of a 10.00-foot radius tangent curve to the right (center bears South 00°12'32" West and the long chord bears South 67°00'17" East 7.75 feet with a central angle of 45°34'23") to the Point of Beginning.

Contains: 1,185 square feet or 0.027 acres.

Owner represents and warrants that Owner lawfully owns the above-described property and that Owner is authorized and able to convey to the City the rights described herein clear of any encumbrances that would interfere with the City’s possession and use of the property.

-SIGNATURE AND ACKNOWLEDGEMENT TO FOLLOW-

On Behalf of Owner

[Signature]

[Name]

[Title]

[Date]

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ (date) of _____ (month), in the year _____ (year),
before me _____ (notary name), a notary public, personally
appeared _____ (Owner), proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this document, and
acknowledged that they executed the same.

[Notary Seal]

Notary Public, State of Utah

DEDICATION AGREEMENT

This Dedication Agreement (“**Agreement**”) is executed on _____ [Date], between _____ (“**Owner**”) and Nibley City, a Utah municipality (the “**City**”), together with their respective principals, agents, officers, attorneys, and representatives (collectively, “**Parties**”).

RECITALS

- A. Owner owns certain real property described in Exhibit A, attached hereto (the “**Property**”).
- B. The City desires to obtain certain rights in and to the Property, as described below.
- C. Owner is willing to grant certain rights in and to the Property to the City, on the terms and conditions described below.

AGREEMENT

Now therefore, in order to give effect to the recitals above, and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties do agree and covenant as follows:

- 1. **Warranties.** Owner represents and warrants that Owner lawfully owns the Property described in Exhibit A and that Owner is authorized and able to convey to the City the rights described herein clear of any encumbrances that would interfere with the City’s possession and use of the Property for the purposes described below.
- 2. **Dedication of Property.** Owner agrees to grant, convey, and dedicate to the City a perpetual easement and right of way for the purpose of installing, constructing, maintaining, and operating a public street, including the right to install public utilities, lines, cables, pipes, channels, related utility facilities, and other facilities located within or under public streets pursuant to Nibley City ordinances, design standards, franchise agreements, and other documents, as described in the attached Exhibit A. Owner agrees to execute the conveyance of property attached as Exhibit A contemporaneously with this Agreement to complete this dedication.
- 3. **Recordation.** The Parties agree that the City shall record the executed conveyance of property attached as Exhibit A with the county recorder’s office, and that this Agreement in total shall not be recorded.
- 4. **Complete Agreement.** This written Agreement is the entire contract entered into between the Parties, and no Party is relying or may rely on any other representations, promises, or understandings of any kind not expressly set forth herein. This Agreement

may not be altered, amended, modified, or otherwise changed in any respect except in a writing executed by all Parties.

5. **Authority to Execute.** The person executing this Agreement on behalf of each Party hereby represents that he or she has full authority to execute the Agreement and to bind each Party to the terms of this Agreement, and that all necessary actions for him or her to enter into this Agreement have heretofore been completed.
6. **Assignment and Successors.** The Parties agree that this Agreement shall run with the land and continue and be binding on all successors-in-interest, partners, agents, officers, trustees, attorneys, insurers, assigns, representatives, heirs, executors, and administrators of each of the Parties.
7. **Attorney Fees and Costs.** 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, 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.

-SIGNATURES TO FOLLOW-

THE UNDERSIGNED HAVE READ AND HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL WITH RESPECT TO THE FOREGOING, AND HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS.

On Behalf of Owner

On Behalf of Nibley City, Utah

[Signature]

[Name]

[Title]

ATTESTED:

City Recorder

EXHIBIT A
Form of Conveyance and Property Description

When recorded return to:
Nibley City
455 West 3200 South
Nibley City, UT 84321

GRANT OF PERPETUAL EASEMENT AND DEDICATION OF RIGHT OF WAY

For value received, _____
("Owner") hereby grants, conveys, warrants, and dedicates to Nibley City, a Utah municipality, (the "City"), whose address is Nibley City, 455 West 3200 South, Nibley City, UT 84321, a perpetual easement and right of way for the purpose of installing, constructing, maintaining, and operating a public street, including the right to install public utilities, lines, cables, pipes, channels, related utility facilities, and other facilities located within or under public streets pursuant to Nibley City ordinances, design standards, franchise agreements, and other documents, and other public uses, on the following described property in Cache County, Utah:

Description of Property:

A parcel of land, situate in the Northwest Quarter of Section 20, Township 11 North, Range 1 East, Salt Lake Base and Meridian, said parcel also located in Nibley City, Cache County, Utah. Being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of 2600 South Street, said point being North 89°47'28" West 1333.71 feet along the section line and South 00°12'32" West 33.00 feet from the North Quarter Corner of said Section 20 and running thence:

South 00°31'29" East 3.00 feet;

thence North 89°47'28" West 44.85 feet;

thence Westerly 62.76 feet along the arc of a 656.00-foot radius tangent curve to the right (center bears North 00°12'32" East and the long chord bears North 87°03'02" West 62.74 feet with a central angle of 05°28'54") to the southerly right-of-way line of 2600 South Street;

thence South 89°47'28" East 107.47 feet along said right-of-way to the Point of Beginning.

Contains: 260 square feet or 0.006 acres.

Owner represents and warrants that Owner lawfully owns the above-described property and that Owner is authorized and able to convey to the City the rights described herein clear of any encumbrances that would interfere with the City's possession and use of the property.

-SIGNATURE AND ACKNOWLEDGEMENT TO FOLLOW-

On Behalf of Owner

[Signature]

[Name]

[Title]

[Date]

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ (date) of _____ (month), in the year _____ (year),
before me _____ (notary name), a notary public, personally
appeared _____ (Owner), proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this document, and
acknowledged that they executed the same.

[Notary Seal]

Notary Public, State of Utah



WESLEY NELSON FARMS ROADWAY

2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH

FOR APPROVAL
NOT FOR CONSTRUCTION

DATE PRINTED
June 28, 2021

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NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

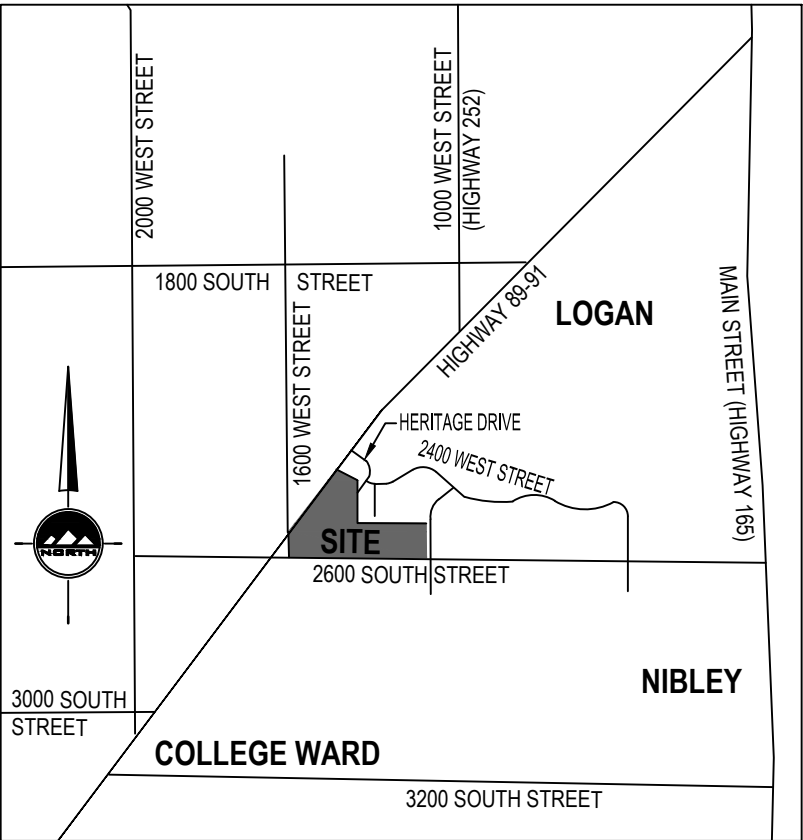
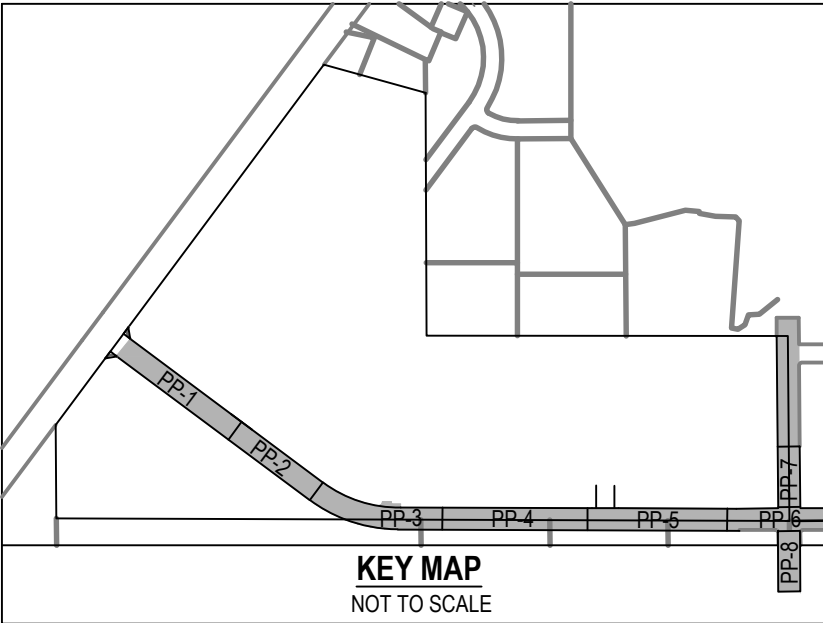
NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

KEY MAP



GENERAL NOTES

- ALL WORK SHALL CONFORM TO NIBLEY CITY STANDARDS & SPECIFICATIONS.
- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- BENCHMARK ELEVATION = SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 11 NORTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. ELEVATION = 4485.35'



LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.866.1453

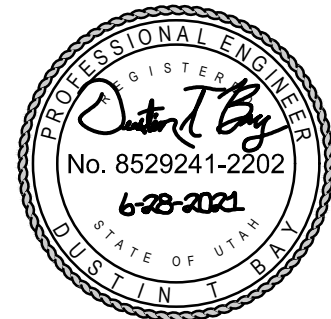
RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
Wesley Nelson Farms
2352 South Highway 89-91
Logan, Utah 84321

CONTACT:
Al Bingham, President
PHONE: 801-243-7800

WESLEY NELSON FARMS
ROADWAY PLANS
2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH



NO.	DATE	REASON	BY
1		FOR REVIEW	
2			
3			
4			
5			
6			
7			
8			

COVER

PROJECT NUMBER
9196
DRAWN BY
J.MOSS
PROJECT MANAGER
T.WILLIAMS
PRINT DATE
6/28/21
CHECKED BY
T.WILLIAMS

GENERAL NOTES

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: THE DESIGN ENGINEER, LOCAL AGENCY JURISDICTION, APWA (CURRENT EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
- CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
- NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
- EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPS PROVIDED TO THE ENGINEER, AND THEREFORE UTILITIES MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW:
 - CONTRACTOR IS REQUIRED TO LOCATE AND POTHOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION, EITHER ON-SITE OR OFF-SITE, AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THIS ABSOLUTE REQUIREMENT AND CONFLICTS ARISE DURING CONSTRUCTION THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY TO FIX THE CONFLICTS.
 - CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED WITHIN THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED AS OUTLINED IN 16.1 ABOVE.
 - IN ADDITION TO 16.1 AND 16.2 ABOVE THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY "POT-HOLING" A MINIMUM OF 300 FEET AHEAD OF PROPOSED PIPELINE CONSTRUCTION TO AVOID POTENTIAL CONFLICTS WITH DESIGNED PIPELINE ALIGNMENT AND GRADE AND EXISTING UTILITIES.
 - IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO RESOLVE THE CONFLICT.
 - IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POT-HOLE" EXISTING UTILITIES AS REQUIRED IN 16.1, 16.2 AND 16.3 ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE RECORD DRAWINGS SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
- ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.
- ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.
- CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
- A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

UTILITY NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES' ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.
- TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (CURRENT EDITION), SECTION 02200 - BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
- THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.
- ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER APWA (CURRENT EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CATCH BASINS, AND VALVES PER APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.
- CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
- SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKER MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DEWATERED CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET; EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, CONSTRUCT PER GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.
- CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

TRAFFIC CONTROL AND SAFETY NOTES

- TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- BARRICAADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
- NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
- DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE GOVERNING AGENCY FOR REVIEW AND APPROVAL.
- ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE GOVERNING AGENCY.
- TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
- ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
- THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

DEMOLITION NOTES

- EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.
- THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE DISCOVERED.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY HIMSELF AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY, OR INDIRECTLY, FROM HIS OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

GRADING AND DRAINAGE NOTES

- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.
- THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)
- THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COURSE. THE AREA SHOULD BE PROOF-ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.
- ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.
- THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
- THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
- THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.
- THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
- THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.
- ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
- THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL, IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.
- THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

ABBREVIATIONS

APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AR	ACCESSIBLE ROUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
BOS	BOTTOM OF STEP
BVC	BEGIN VERTICAL CURVE
C	CURVE
CB	CATCH BASIN
CF	CURB FACE OR CUBIC FEET
CL	CENTER LINE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
ELEC	ELECTRICAL
ELEV	ELEVATION
EOA	EDGE OF ASPHALT
EVC	END OF VERTICAL CURVE
EW	EACH WAY
EXIST	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FI	FIRE HYDRANT
FL	FLOW LINE OR FLANGE
GB	GRADE BREAK
GF	GARAGE FLOOR
GV	GATE VALVE
HANDICAP	HANDICAP
HP	HIGH POINT
IRR	IRRIGATION
LOC	RATE OF VERTICAL CURVATURE
LD	LAND DRAIN
LF	LINEAR FEET
LP	LOW POINT
MEX	MATCH EXISTING
MH	MANHOLE
MJ	MECHANICAL JOINT
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO	NUMBER
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OHP	OVERHEAD POWER
PC	POINT OF CURVATURE OR PRESSURE CLASS
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PIV	POST INDICATOR VALVE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PRO	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RD	ROAD DRAIN
ROW	RIGHT OF WAY
S	SLOPE
SAN SWR	SANITARY SEWER
SD	STORM DRAIN
SEC	SECONDARY
SS	SANITARY SEWER
STA	STATION
SW	SECONDARY WATER LINE
TBC	TOP BACK OF CURB
TOG	TOP OF GRATE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOUNDATION
TOW	TOP OF WALL
TOS	TOP OF STEP
TYP	TYPICAL
VC	VERTICAL CURVE
WV	WALL INDICATOR VALVE
W	WATER LINE

NOTE: MAY CONTAIN ABBREVIATIONS THAT ARE NOT USED IN THIS PLAN SET.

LEGEND

	SECTION CORNER		EXISTING EDGE OF ASPHALT
	EXISTING MONUMENT		PROPOSED EDGE OF ASPHALT
	PROPOSED MONUMENT		EXISTING STRIPING
	EXISTING REBAR AND CAP		PROPOSED STRIPING
	SET ENSIGN REBAR AND CAP		EXISTING FENCE
	EXISTING WATER METER		PROPOSED FENCE
	PROPOSED WATER METER		EXISTING FLOW LINE
	EXISTING WATER MANHOLE		PROPOSED FLOW LINE
	PROPOSED WATER MANHOLE		GRADE BREAK
	EXISTING WATER BOX		EXISTING STORM DRAIN LINE
	EXISTING WATER VALVE		PROPOSED STORM DRAIN LINE
	PROPOSED WATER VALVE		ROOF DRAIN LINE
	EXISTING FIRE HYDRANT		CATCHMENTS
	PROPOSED FIRE HYDRANT		HIGHWATER LINE
	PROPOSED FIRE DEPARTMENT CONNECTION		EXISTING SANITARY SEWER
	EXISTING SECONDARY WATER VALVE		PROPOSED SANITARY SEWER LINE
	PROPOSED SECONDARY WATER VALVE		PROPOSED SAN. SWR. SERVICE LINE
	EXISTING IRRIGATION BOX		EXISTING LAND DRAIN LINE
	EXISTING IRRIGATION VALVE		PROPOSED LAND DRAIN LINE
	PROPOSED IRRIGATION VALVE		PROPOSED LAND DRAIN SERVICE LINE
	EXISTING SANITARY SEWER MANHOLE		EXISTING CULINARY WATER LINE
	PROPOSED SANITARY SEWER MANHOLE		PROPOSED CULINARY WATER LINE
	EXISTING SANITARY CLEAN OUT		PROPOSED CULINARY WATER SERVICE LINE
	EXISTING STORM DRAIN CLEAN OUT BOX		EXISTING SECONDARY WATER LINE
	PROPOSED STORM DRAIN CLEAN OUT BOX		PROPOSED SEC. WATER SERVICE LINE
	EXISTING STORM DRAIN INLET BOX		EXISTING IRRIGATION LINE
	EXISTING STORM DRAIN CATCH BASIN		PROPOSED IRRIGATION LINE
	PROPOSED STORM DRAIN CATCH BASIN		EXISTING OVERHEAD POWER LINE
	EXISTING STORM DRAIN COMBO BOX		EXISTING ELECTRICAL LINE
	PROPOSED STORM DRAIN COMBO BOX		EXISTING GAS LINE
	EXISTING STORM DRAIN CLEAN OUT		EXISTING TELEPHONE LINE
	EXISTING STORM DRAIN CULVERT		ACCESSIBLE ROUTE
	PROPOSED STORM DRAIN CULVERT		SAW CUT LINE
	TEMPORARY SAG INLET PROTECTION		STRAW WATTLE
	TEMPORARY IN-LINE INLET PROTECTION		TEMPORARY BERM
	ROOF DRAIN		TEMPORARY SILT FENCE
	EXISTING ELECTRICAL MANHOLE		LIMITS OF DISTURBANCE
	EXISTING ELECTRICAL BOX		EXISTING WALL
	EXISTING TRANSFORMER		PROPOSED WALL
	EXISTING UTILITY POLE		EXISTING CONTOURS
	EXISTING LIGHT		PROPOSED CONTOURS
	PROPOSED LIGHT		BUILDABLE AREA WITHIN SETBACKS
	EXISTING GAS METER		PUBLIC DRAINAGE EASEMENT
	EXISTING GAS MANHOLE		EXISTING ASPHALT TO BE REMOVED
	EXISTING GAS VALVE		PROPOSED ASPHALT
	EXISTING TELEPHONE MANHOLE		EXISTING CURB AND GUTTER
	EXISTING TELEPHONE BOX		PROPOSED CURB AND GUTTER
	EXISTING TRAFFIC SIGNAL BOX		PROPOSED REVERSE PAN CURB AND GUTTER
	EXISTING CABLE BOX		TRANSITION TO REVERSE PAN CURB
	EXISTING BOLLARD		CONCRETE TO BE REMOVED
	PROPOSED BOLLARD		EXISTING SIGN
	EXISTING SIGN		PROPOSED CONCRETE
	PROPOSED SIGN		BUILDING TO BE REMOVED
	EXISTING SPOT ELEVATION		EXISTING BUILDING
	PROPOSED SPOT ELEVATION		PROPOSED BUILDING
	EXISTING FLOW DIRECTION		
	EXISTING TREE		
	DENSE VEGETATION		

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.



LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
Wesley Nelson Farms
2352 South Highway 89-91
Logan, Utah 84321

CONTACT:
Al Bingham, President
PHONE: 801-243-7800

WESLEY NELSON FARMS
ROADWAY PLANS
2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH



NO.	DATE	REASON	BY
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GENERAL NOTES

PROJECT NUMBER
9196

PRINT DATE
6/28/21

DRAWN BY
J.MOSS

CHECKED BY
T.WILLIAMS

PROJECT MANAGER
T.WILLIAMS

C-001

811

Know what's below.
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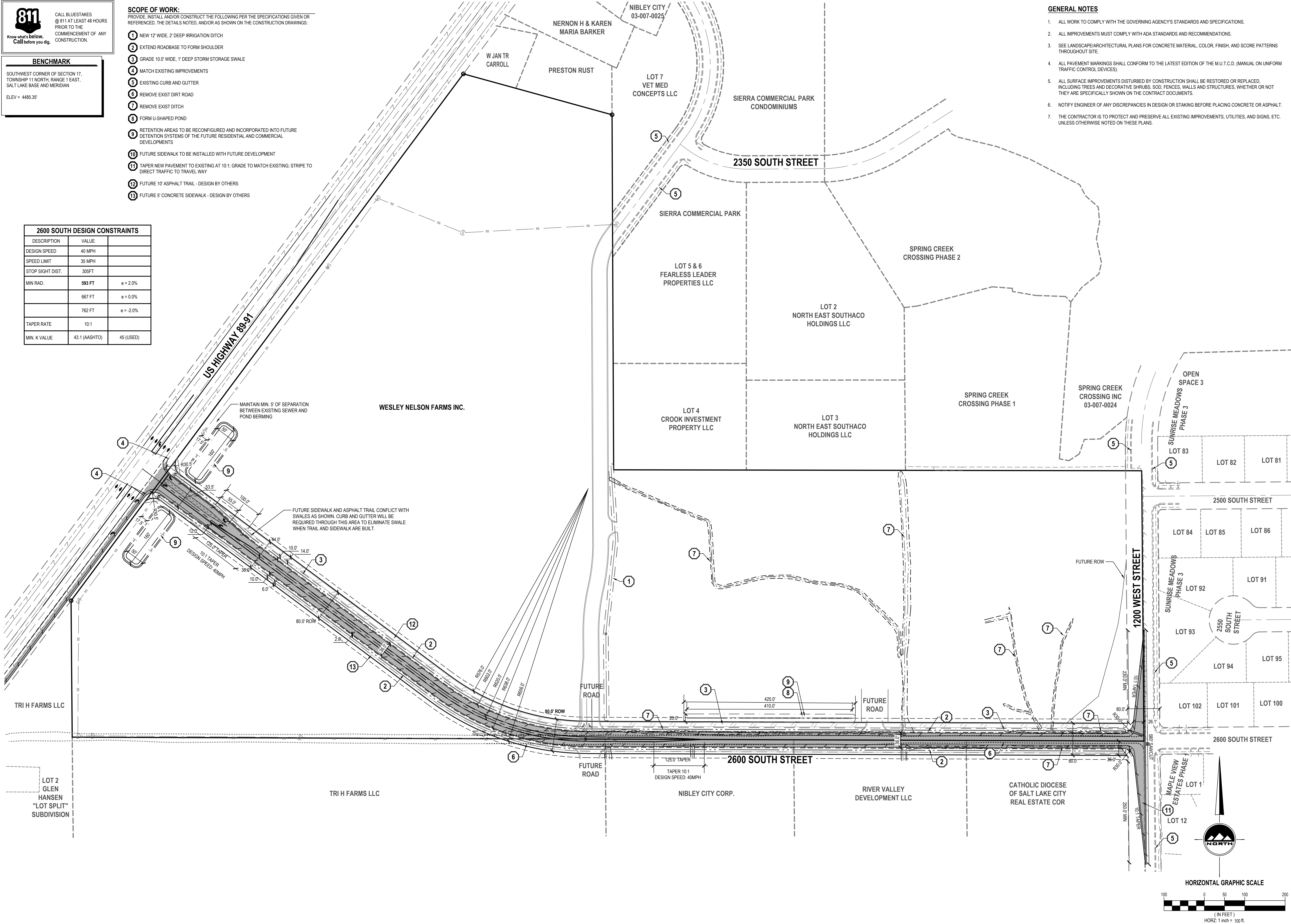
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PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

SOUTHWEST CORNER OF SECTION 17,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4486.35'

- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 NEW 12" WIDE, 2' DEEP IRRIGATION DITCH
 - 2 EXTEND ROADBASE TO FORM SHOULDER
 - 3 GRADE 10.0' WIDE, 1' DEEP STORM STORAGE SWALE
 - 4 MATCH EXISTING IMPROVEMENTS
 - 5 EXISTING CURB AND GUTTER
 - 6 REMOVE EXIST DIRT ROAD
 - 7 REMOVE EXIST DITCH
 - 8 FORM U-SHAPED POND
 - 9 RETENTION AREAS TO BE RECONFIGURED AND INCORPORATED INTO FUTURE DETENTION SYSTEMS OF THE FUTURE RESIDENTIAL AND COMMERCIAL DEVELOPMENTS
 - 10 FUTURE SIDEWALK TO BE INSTALLED WITH FUTURE DEVELOPMENT
 - 11 TAPER NEW PAVEMENT TO EXISTING AT 10:1; GRADE TO MATCH EXISTING; STRIPE TO DIRECT TRAFFIC TO TRAVEL WAY
 - 12 FUTURE 10' ASPHALT TRAIL - DESIGN BY OTHERS
 - 13 FUTURE 5' CONCRETE SIDEWALK - DESIGN BY OTHERS

2600 SOUTH DESIGN CONSTRAINTS		
DESCRIPTION	VALUE	
DESIGN SPEED	40 MPH	
SPEED LIMIT	35 MPH	
STOP SIGHT DIST.	305FT	
MIN RAD.	593 FT	e = 2.0%
	667 FT	e = 0.0%
	762 FT	e = -2.0%
TAPER RATE	10:1	
MIN. K VALUE	43.1 (AASHTO)	45 (USED)



- GENERAL NOTES**
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
 4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
 5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOIL, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
 6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
 7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

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LAYTON

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CONTACT:

Al Bingham, President
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**WESLEY NELSON FARMS
ROADWAY PLANS
2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH**

PROFESSIONAL ENGINEER

STATE OF UTAH

No. 8529241-2202

6-28-2021

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OVERALL SITE PLAN

PROJECT NUMBER
9196

PRINT DATE
6/28/21

DRAWN BY
J.MOSS

CHECKED BY
T.WILLIAMS

PROJECT MANAGER
T.WILLIAMS

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BENCHMARK

SOUTHWEST CORNER OF SECTION 17,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4486.35'

UDOT APPROVED
THIS SHEET

- NOTES
1. ALL CONSTRUCTION WITHIN THE UDOT RIGHT-OF-WAY SHALL CONFORM TO THE MOST CURRENT UDOT STANDARD (INCLUDING SUPPLEMENTAL) DRAWINGS AND SPECIFICATIONS.

2. THE CONTRACTOR IS TO OBTAIN AN ENCROACHMENT PERMIT FROM THE APPLICABLE UDOT REGION PERMIT OFFICE PRIOR TO COMMENCING WORK WITHIN UDOT RIGHT-OF-WAY. WORKING HOUR LIMITATIONS WILL BE LISTED IN THE LIMITATIONS SECTION OF THE ENCROACHMENT PERMIT.

3. UDOT RESERVES THE RIGHT, AT ITS OPTION, TO INSTALL A RAISED MEDIAN ISLAND OR RESTRICT THE ACCESS TO A RIGHT-IN OR RIGHT-OUT AT ANY TIME.

4. OWNER, DEVELOPER, AND CONTRACTOR ARE RESPONSIBLE FOR ANY DAMAGES DIRECTLY OR INDIRECTLY WITHIN THE UDOT RIGHT-OF-WAY AS A RESULT OF DEVELOPMENT ACTIVITIES.

5. OWNER, DEVELOPER, AND/OR CONTRACTOR IS REQUIRED TO HIRE AN INDEPENDENT COMPANY FOR ALL TESTING WITHIN THE UDOT RIGHT-OF-WAY.

6. ALL SIGNS INSTALLED ON THE UDOT RIGHT-OF-WAY MUST BE HIGH INTENSITY GRADE (TYPE XI SHEETING) WITH A B3 SLIP BASE. INSTALL ALL SIGNS PER UDOT SN SERIES STANDARD DRAWINGS.

7. COMPLY WITH THE REQUIREMENTS OF UTAH CODE 17-23-14 (DISTURBED CORNERS - COUNTY SURVEYOR TO BE NOTIFIED - COORDINATION WITH CERTAIN STATE AGENCIES)

8. ALL FINAL SAWCUT LINES OR ROTOMILLING MUST BE LOCATED EITHER AT DESIGNED LANE LINES OR DESIGNED CENTER OF LANE. SAWCUTS MUST BE CLEANED AND A TACK-COAT APPLIED BEFORE ASPHALT PLACEMENT. UTILITY TRENCH PATCHES REQUIRE AT LEAST A 2 INCH ROTOMILLING APPROACHING AND LEAVING THE PATCH IN ALL TRAVEL LANES IMPACTED BEFORE FINAL ASPHALT PLACEMENT TO CREATE THE "T PATCH".

9. FOR ASPHALT CONSTRUCTION WITHIN THE UDOT ROW MATCH EXISTING, OR THE ANTICIPATED EXISTING OF 10 INCHES OF UDOT- APPROVED HOT MIX ASPHALT (HMA), PG-GRADE 64-34 ASPHALT BINDER, 1/2 INCH NOMINAL MAX, 7-75-115 GYRATION PER UDOT STANDARD SPECIFICATION 02741; OVER 4 INCHES UNTREATED BASE COURSE (UTBC) PER UDOT SPECIFICATION 02721; OVER 9 INCHES GRANULAR BORROW (GB) PER UDOT SPECIFICATION 02056 (WHICHEVER IS GREATER). PROVIDE DOCUMENTATION OF COMPACTION FROM A UDOT-QUALIFIED LABORATORY.

10. CHIP SEAL TYPE II WITH EMULSION LMCRS-2 PER UDOT STANDARD SPECIFICATION 02785 (ESTIMATED APPLICATION RATE OF 0.45 GAL/SQ. YD.) IS REQUIRED FOR THIS ROADWAY ON AT LEAST ALL NEW PAVEMENT PLACED WITHIN UDOT RIGHT-OF-WAY.

11. REMOVAL OF EXISTING STRIPING ALLOWED ONLY BY WATER BLASTING OR MILLING AND PAVING ALONG LANE JOINTS OR CENTER OF LANES. (IF IMPACTING THE EXISTING THERMO-PLASTIC PAVEMENT MESSAGES, MILLING WILL BE REQUIRED ALONG WITH RELOCATIONS OF THE ACCOMPANIED SIGNS FOR SCHOOL CROSSING AND STOP AHEAD WARNINGS.

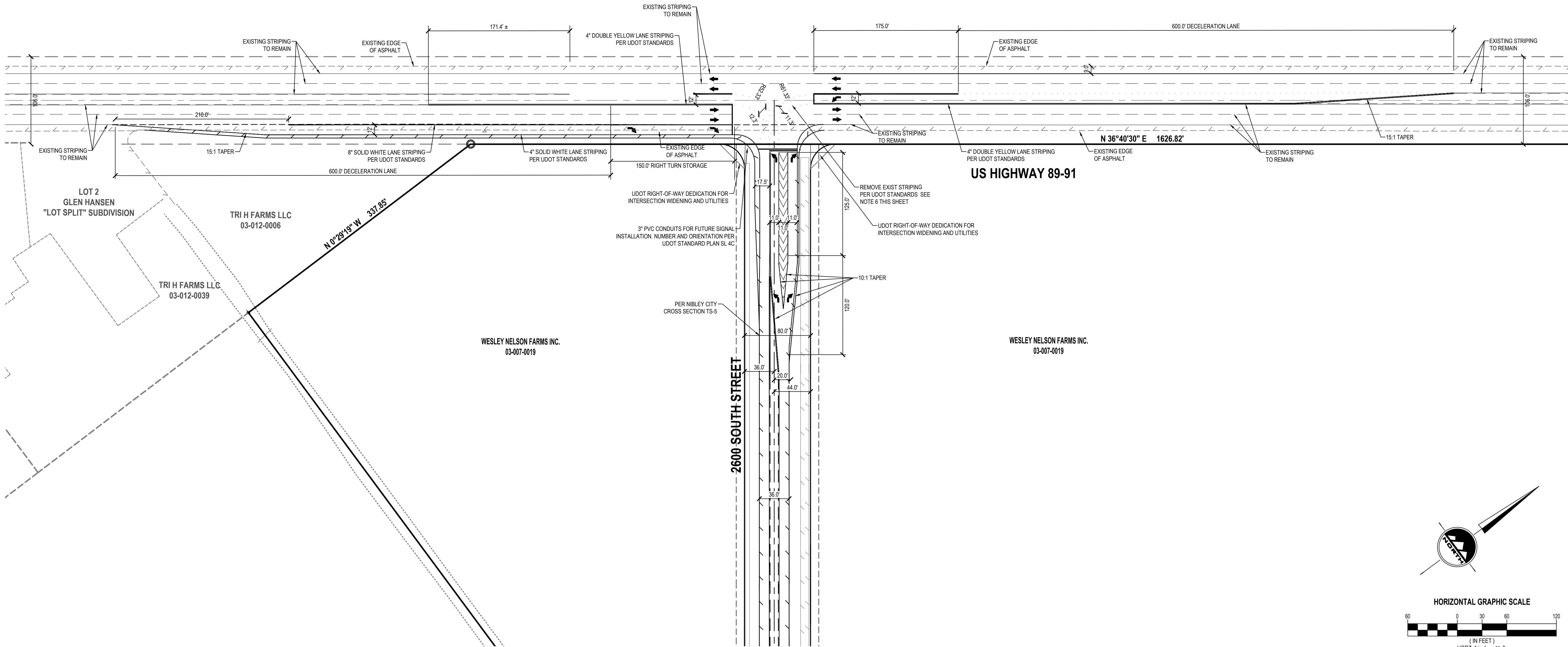
12. UTILITY TRENCH PATCHES REQUIRE AT LEAST 2 INCH ROTOMILLING APPROACHING AND LEAVING THE PATCH IN ALL TRAVEL LANES IMPACTED BEFORE FINAL ASPHALT PLACEMENT TO CREATE "T" PATCH.

13. REMOVE AND REPLACE ALL IMPACTED MAILBOXES TO MEET UDOT STANDARD DRAWING GW-5 SERIES.

14. TRENCHLESS CONSTRUCTION PER UDOT STANDARD DRAWING DD-16 AND THE 2012 SPECIAL PROVISION 02583S. ENSURE COMPLIANCE WITH ALL BORING DEPTHS, CASING SKID REQUIREMENTS, SEALING OF ENDS, FILLING OF VOIDS, AND PRACTICES WITHIN THE UDOT RIGHT-OF-WAY.

15. PEDESTRIAN RAMPS ARE TO MEET UDOT STANDARD AND SUPPLEMENTAL DRAWINGS PA SERIES. ANY NON-CONFORMING RAMPS WILL BE REPLACED AT NO COST TO THE DEPARTMENT. PERMIT INSPECTORS WILL SUBMIT THE REQUIRED FORMS FOR ALL IMPACTED RAMPS. REMOVE ALL CONCRETE SIDEWALK, CURB AND GUTTER TO THE NEAREST EXISTING JOINT.

16. CULINARY WATER, STORM DRAIN AND SANITARY SEWER WILL HAVE CONNECTED SERVICES TO THE EAST. THERE WILL BE NO CONNECTIONS WITHIN THE UDOT RIGHT-OF-WAY.



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LAYTON

919 North 400 West
Layton, UT 84041
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WESLEY NELSON FARMS

ROADWAY PLANS

2352 SOUTH HIGHWAY 89-91

NIBLEY, UTAH

PROFESSIONAL ENGINEER

Al Bingham

No. 8529241-2202

6-28-2021

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UDOT STRIPING PLAN

PROJECT NUMBER
9196

PRINT DATE
6/28/21

DRAWN BY
J.MOSS

CHECKED BY
T.WILLIAMS

PROJECT MANAGER
T.WILLIAMS

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BENCHMARK

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ELEV = 4485.35'

SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1 REMOVE EXIST DITCH
2 INSTALL FLARED END SECTION
3 BERM OVER IRRIGATION PIPE AS NEEDED THROUGH LOW AREA

STORM STORAGE NARRATIVE:

THE PROPOSED STORM STORAGE SOLUTION USES THREE RETENTION BASINS DESIGNED TO INCORPORATE THE 100-YR 48-HR STORM USING THE SCS METHOD. THE SOILS IN THIS AREA HAVE MEDIOCRE-TO POOR DRAINAGE ATTRIBUTES AND CONTRIBUTED TO HIGH CURVE NUMBERS FOR NON-IMPERVIOUS AREAS.

THE RETENTION PONDS WILL BE RECONFIGURED AND CONVERTED TO DETENTION SYSTEMS WITH THE FUTURE DEVELOPMENT OF THE SITE(S) BY THE OWNER.

THE RETENTION PONDS TO THE WEST HAVE SHALLOW DESIGNS TO REMAIN MIN 12" ABOVE GROUND WATER AND TO ALLOW FOR INCREASED FLEXIBILITY OF FUTURE RECONFIGURATION.

THERE ARE TWO SETS OF STORM STORAGE CALCULATIONS SHOWN ON THIS SHEET - AN OVERALL CALCULATION AND A CALCULATION JUST FOR THE PARTIAL UPPER EAST BASIN BETWEEN HERITAGE DR AND 1200 WEST, DELINEATED ON THIS SHEET.

Curve Number Study Summary Statistics

2600 SOUTH ROADWAY		
	Area	CN Value
Road	106,758	98
Swale	89,628	79
Total Area	196,385	
Weighted Average CN	89	
Total Area	196,385 SF	
Total Area	4.51 Acres	
Composite CN	89	

2600 SOUTH ROADWAY 80th		
i =	0.54	
d =	0.47 in	
d =	0.04 ft	
R _s =	0.47	
A =	196,385 sf	
V _{goal} =	3,648 cf	

Desc	Area	CN	S	Release Rate (cfs/ac)	Max Release (cfs)
Site	4,508	89	1.195	0	0.000

Storm Duration (min)	Precip (depth)	Runoff (in)	Runoff (ft)	Max Volume (cf)	Release (cf)	Req. Storage Volume (cf)
5	0.45	0.03	0.0026	519	-	519
10	0.68	0.12	0.0099	1,946	-	1,946
15	0.85	0.21	0.0172	3,364	-	3,364
30	1.14	0.39	0.0323	6,340	-	6,340
60	1.41	0.56	0.0463	9,467	-	9,467
120	1.61	0.73	0.0611	11,991	-	11,991
180	1.71	0.81	0.0677	13,286	-	13,286
360	2.05	1.09	0.0909	17,859	-	17,859
720	2.52	1.50	0.1248	24,500	-	24,500
1440	3.02	1.95	0.1621	31,839	-	31,839
2880	3.42	2.31	0.1927	37,847	-	37,847
Total Storage Volume Req.				37,847	cf	
Total Storage Provided				39,262	cf	

Curve Number Study Summary Statistics

2600 SOUTH PARTIAL - HERITAGE TO 1200 W		
	Area	CN Value
Road	44,238	98
Swale	38,657	79
Total Area	82,894	
Weighted Average CN	89	
Total Area	82,894 SF	
Total Area	1.90 Acres	
Composite CN	89	

Desc	Area	CN	S	Release Rate (cfs/ac)	Max Release (cfs)
Site	1,903	89	1.213	0	0.000

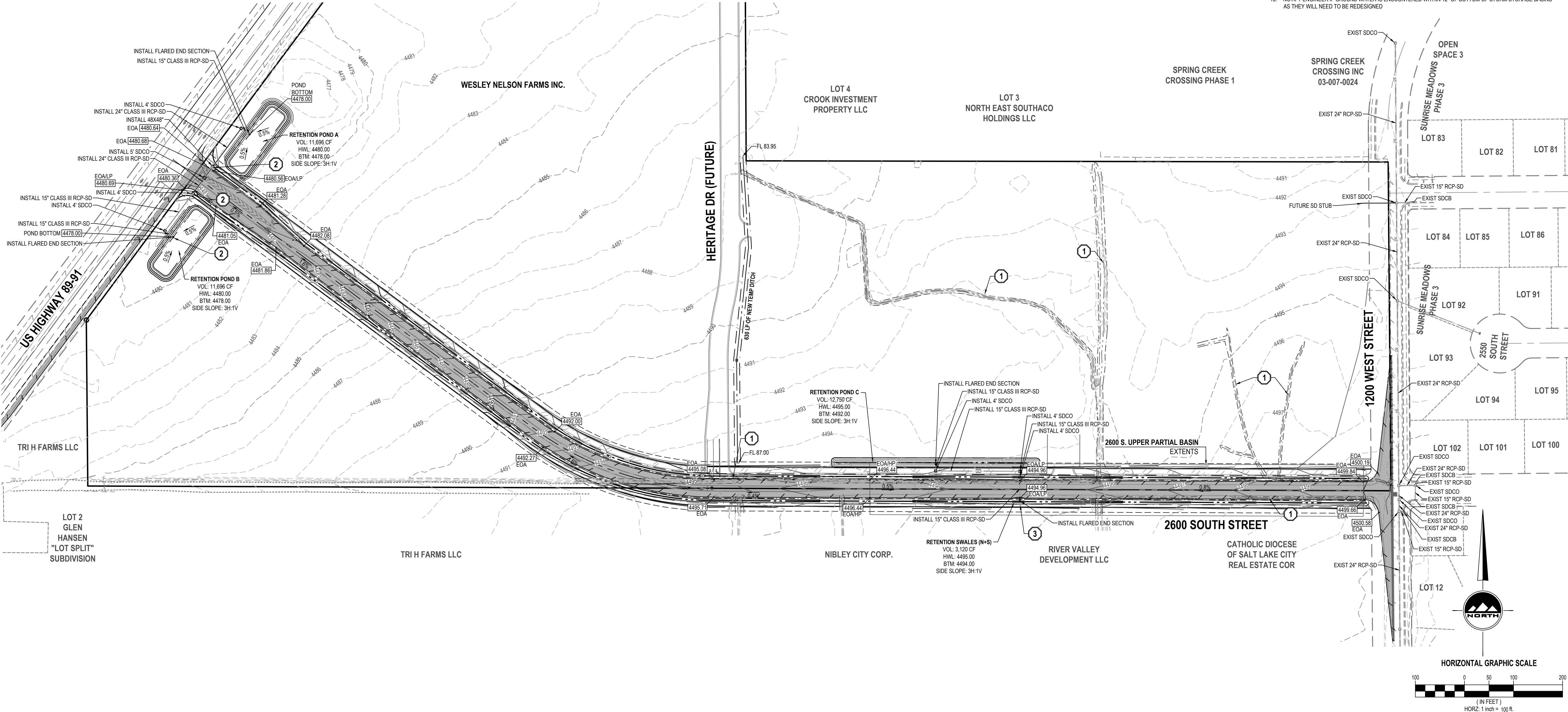
Storm Duration (min)	Precip (depth)	Runoff (in)	Runoff (ft)	Max Volume (cf)	Release (cf)	Req. Storage Volume (cf)
5	0.45	0.03	0.0025	206	-	206
10	0.68	0.12	0.0096	795	-	795
15	0.85	0.20	0.0168	1,392	-	1,392
30	1.14	0.38	0.0317	2,624	-	2,624
60	1.41	0.57	0.0475	3,941	-	3,941
120	1.61	0.72	0.0602	4,989	-	4,989
180	1.71	0.80	0.0667	5,532	-	5,532
360	2.05	1.08	0.0899	7,452	-	7,452
720	2.52	1.48	0.1236	10,242	-	10,242
1440	3.02	1.95	0.1608	13,323	-	13,323
2880	3.42	2.30	0.1913	15,859	-	15,859
Total Storage Volume Req.				15,859	cf	
Total Storage Provided				15,870	cf	

2600 SOUTH PARTIAL - HERITAGE TO 1200 W 80th Percentile Retention Volume

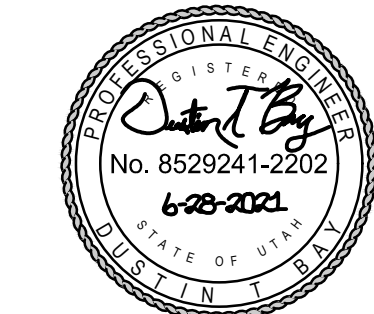
i =	0.53
d =	0.47 in
d =	0.04 ft
R _s =	0.47
A =	82,894 sf
V _{goal} =	1,510 cf

GENERAL NOTES

- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
- ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
- ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 48XX.XX ON THESE PLANS.
- LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
- SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
- ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
- ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
- THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
- NOTIFY ENGINEER IF GROUND WATER IS ENCOUNTERED WITHIN 12" OF BOTTOM OF STORM STORAGE BASINS AS THEY WILL NEED TO BE REDESIGNED



WESLEY NELSON FARMS
ROADWAY PLANS
2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH



NO.	DATE	REASON	BY
1		FOR REVIEW	
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OVERALL GRADING AND DRAINAGE PLAN

PROJECT NUMBER 9196	PRINT DATE 6/28/21
DRAWN BY J.MOSS	CHECKED BY T.WILLIAMS
PROJECT MANAGER T.WILLIAMS	

C-200

811

Know what's below.
Call before you dig.

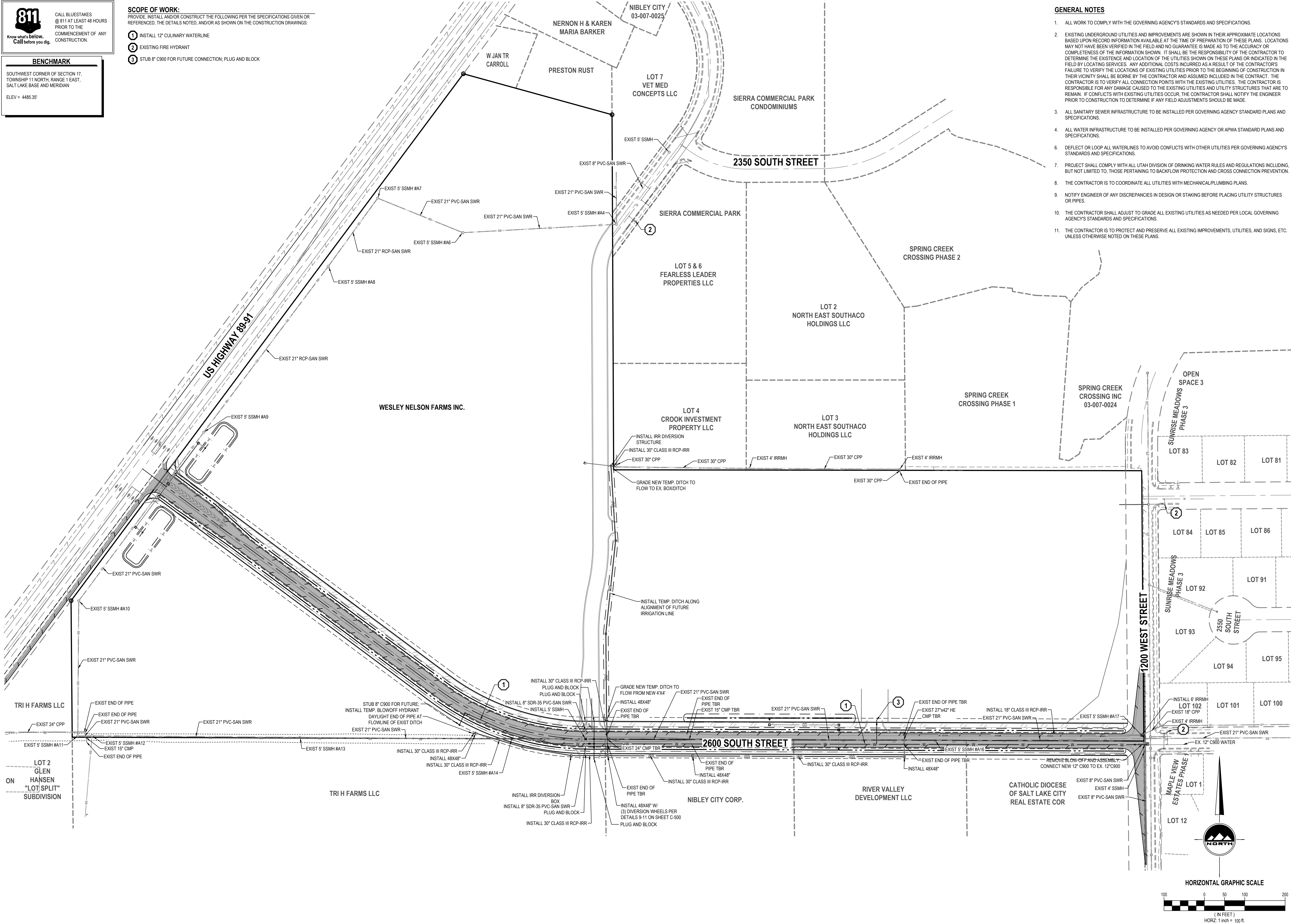
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@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

SOUTHWEST CORNER OF SECTION 17,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

ELEV = 4486.35'

- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
1. INSTALL 12" CULINARY WATERLINE
 2. EXISTING FIRE HYDRANT
 3. STUB 8" C900 FOR FUTURE CONNECTION, PLUG AND BLOCK



- GENERAL NOTES**
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
 3. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
 4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
 6. DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 7. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
 8. THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
 9. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
 10. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 11. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

EN SIGN

THE STANDARD IN ENGINEERING

LAYTON

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Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.866.1453

RICHFIELD

Phone: 435.896.2983

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FOR:
Wesley Nelson Farms
2352 South Highway 89-91
Logan, Utah 84321
CONTACT:
Al Bingham, President
PHONE: 801-243-7800

**WESLEY NELSON FARMS
ROADWAY PLANS**
2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH



NO.	DATE	REASON	BY
1		FOR REVIEW	
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OVERALL UTILITY PLAN

PROJECT NUMBER 9196	PRINT DATE 6/28/21
DRAWN BY J.MOSS	CHECKED BY T.WILLIAMS
PROJECT MANAGER T.WILLIAMS	

C-300

811

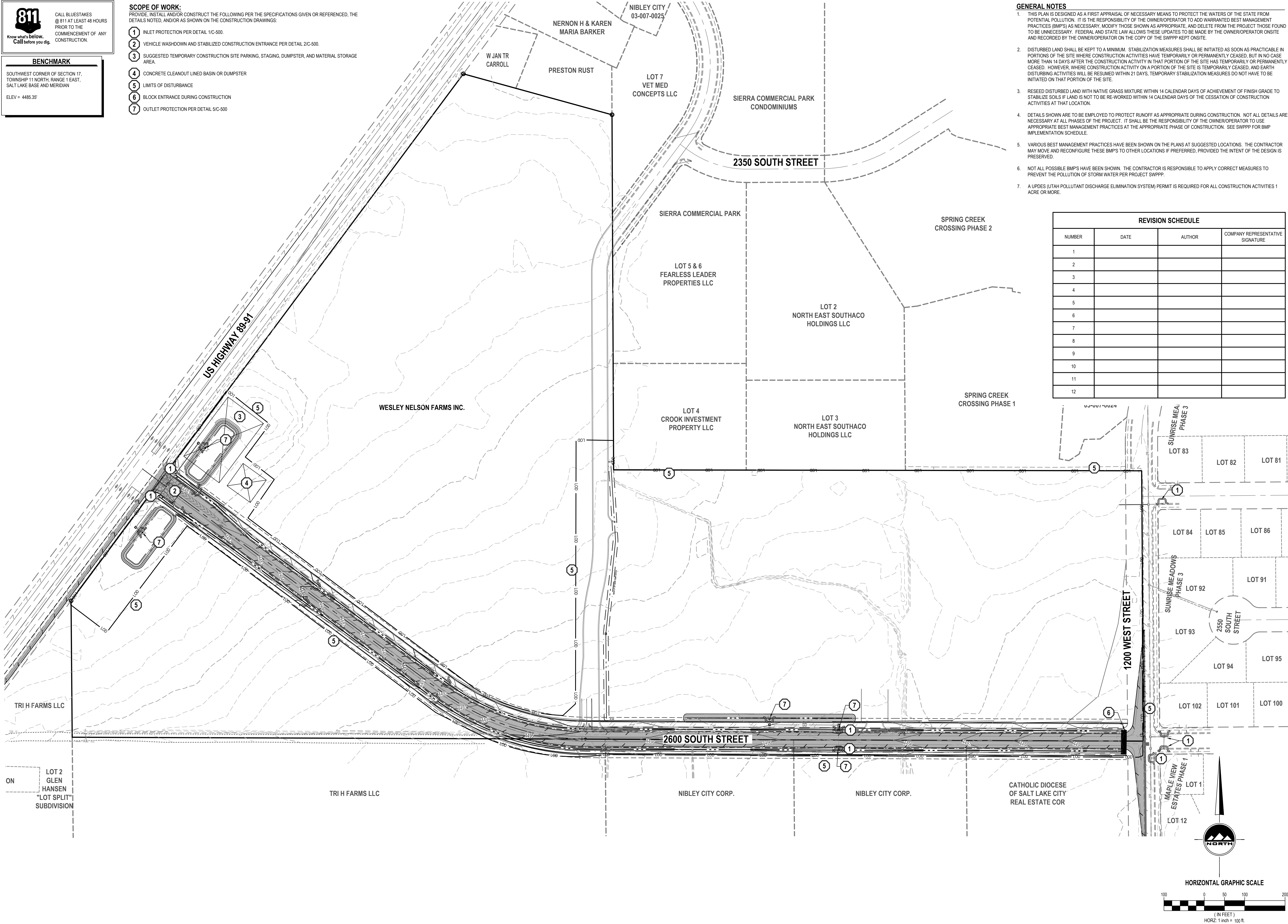
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BENCHMARK

SOUTHWEST CORNER OF SECTION 17,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4486.35'

- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 INLET PROTECTION PER DETAIL 1/C-500.
 - 2 VEHICLE WASHDOWN AND STABILIZED CONSTRUCTION ENTRANCE PER DETAIL 2/C-500.
 - 3 SUGGESTED TEMPORARY CONSTRUCTION SITE PARKING, STAGING, DUMPSTER, AND MATERIAL STORAGE AREA.
 - 4 CONCRETE CLEANOUT LINED BASIN OR DUMPSTER
 - 5 LIMITS OF DISTURBANCE
 - 6 BLOCK ENTRANCE DURING CONSTRUCTION
 - 7 OUTLET PROTECTION PER DETAIL 5/C-500



- GENERAL NOTES**
1. THIS PLAN IS DESIGNED AS A FIRST APPRAISAL OF NECESSARY MEANS TO PROTECT THE WATERS OF THE STATE FROM POTENTIAL POLLUTION. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO ADD WARRANTED BEST MANAGEMENT PRACTICES (BMPs) AS NECESSARY, MODIFY THOSE SHOWN AS APPROPRIATE, AND DELETE FROM THE PROJECT THOSE FOUND TO BE UNNECESSARY. FEDERAL AND STATE LAW ALLOWS THESE UPDATES TO BE MADE BY THE OWNER/OPERATOR ONSITE AND RECORDED BY THE OWNER/OPERATOR ON THE COPY OF THE SWPPP KEPT ONSITE.
 2. DISTURBED LAND SHALL BE KEPT TO A MINIMUM. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. HOWEVER, WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
 3. RESEED DISTURBED LAND WITH NATIVE GRASS MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FINISH GRADE TO STABILIZE SOILS IF LAND IS NOT TO BE RE-WORKED WITHIN 14 CALENDAR DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES AT THAT LOCATION.
 4. DETAILS SHOWN ARE TO BE EMPLOYED TO PROTECT RUNOFF AS APPROPRIATE DURING CONSTRUCTION. NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES AT THE APPROPRIATE PHASE OF CONSTRUCTION. SEE SWPPP FOR BMP IMPLEMENTATION SCHEDULE.
 5. VARIOUS BEST MANAGEMENT PRACTICES HAVE BEEN SHOWN ON THE PLANS AT SUGGESTED LOCATIONS. THE CONTRACTOR MAY MOVE AND RECONFIGURE THESE BMPs TO OTHER LOCATIONS IF PREFERRED, PROVIDED THE INTENT OF THE DESIGN IS PRESERVED.
 6. NOT ALL POSSIBLE BMPs HAVE BEEN SHOWN. THE CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT THE POLLUTION OF STORM WATER PER PROJECT SWPPP.
 7. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE.

REVISION SCHEDULE			
NUMBER	DATE	AUTHOR	COMPANY REPRESENTATIVE SIGNATURE
1			
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EN SIGN

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Wesley Nelson Farms
2352 South Highway 89-91
Logan, Utah 84321

CONTACT:
Al Bingham, President
PHONE: 801-243-7800

WESLEY NELSON FARMS

ROADWAY PLANS

2352 SOUTH HIGHWAY 89-91

NIBLEY, UTAH

PROFESSIONAL ENGINEER

Al Bingham

No. 8529241-2202

6-28-2021

STATE OF UTAH

SEAL

NO.	DATE	REASON FOR REVIEW	BY
1			
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OVERALL EROSION CONTROL PLAN

PROJECT NUMBER
9196

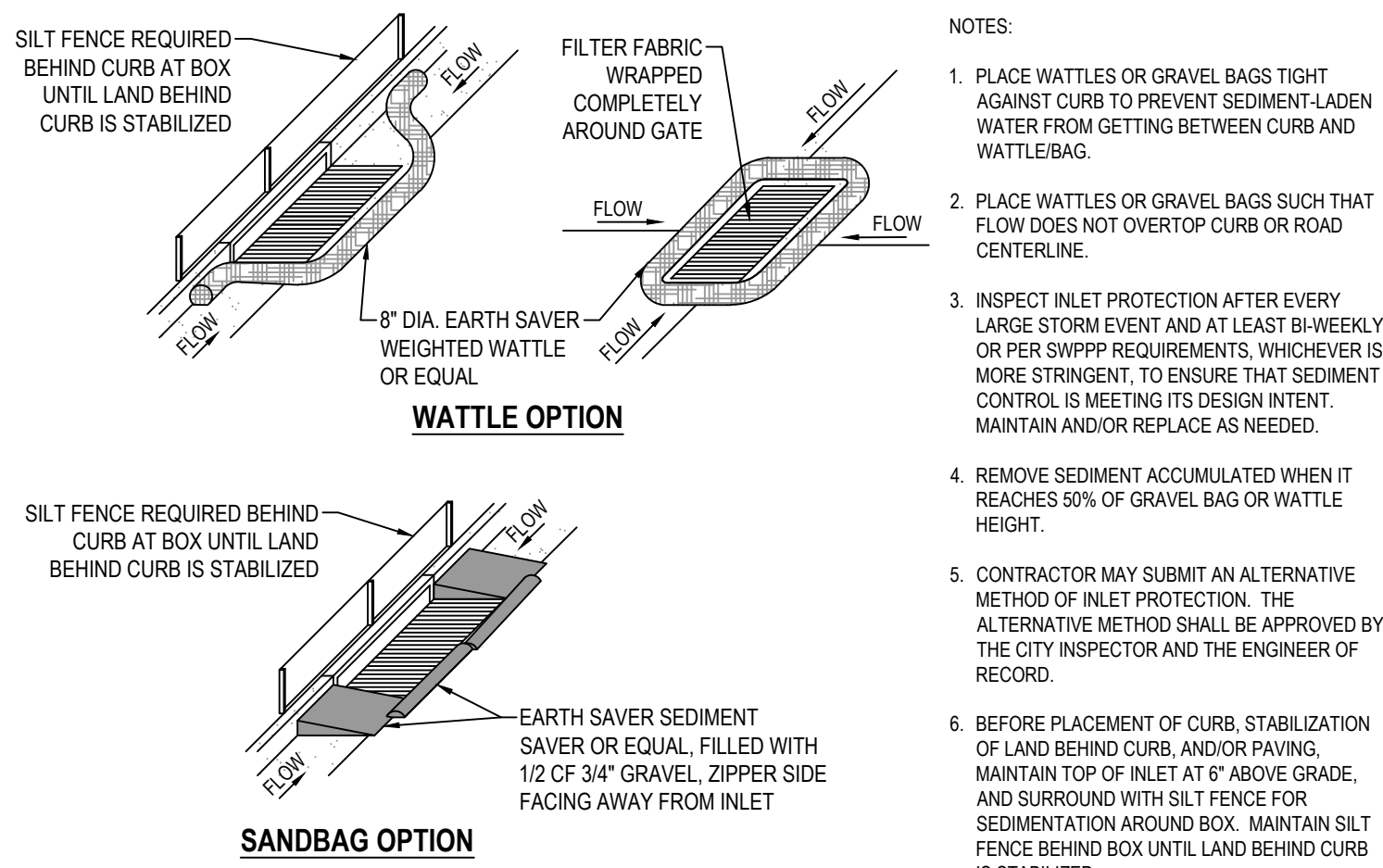
PRINT DATE
6/28/21

DRAWN BY
J.MOSS

CHECKED BY
T.WILLIAMS

PROJECT MANAGER
T.WILLIAMS

C-400

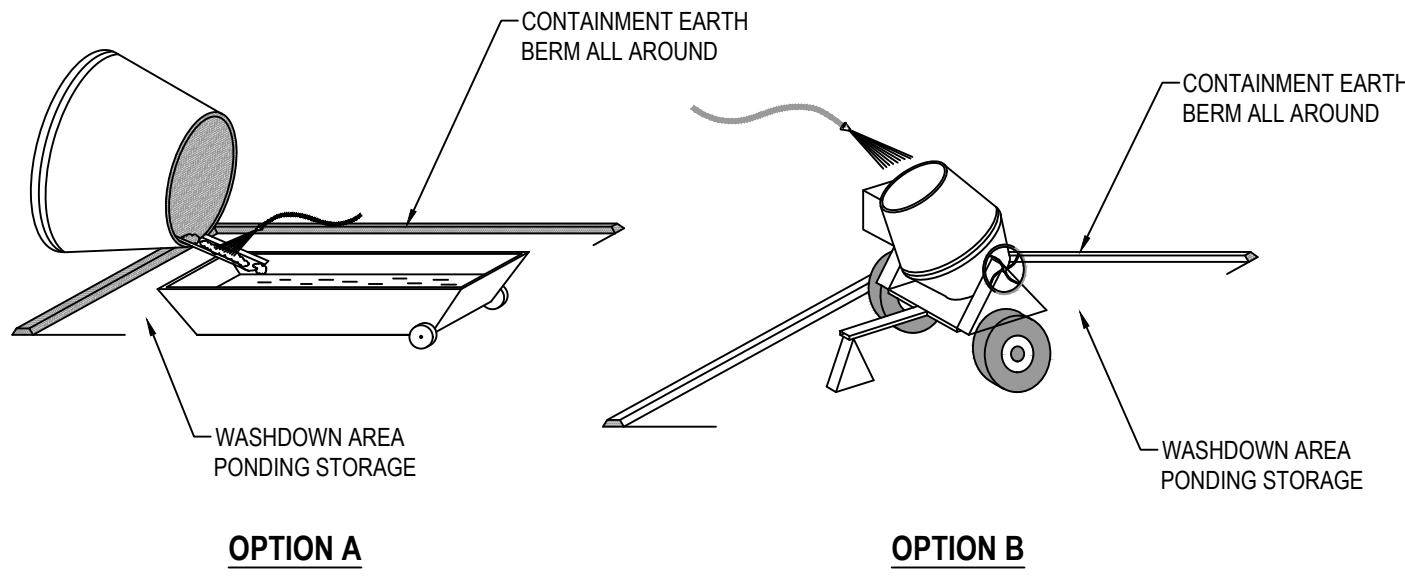


1 SAG INLET PROTECTION

SCALE: NONE

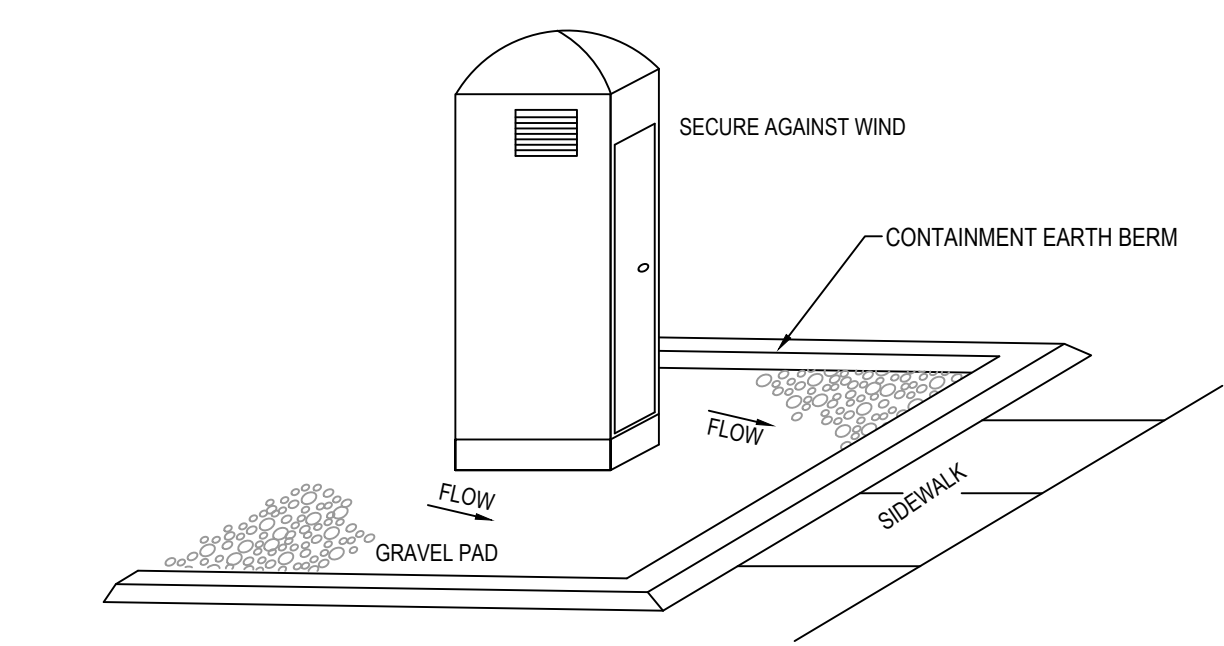
2 STABILIZED CONSTRUCTION ENTRANCE

SCALE: NONE



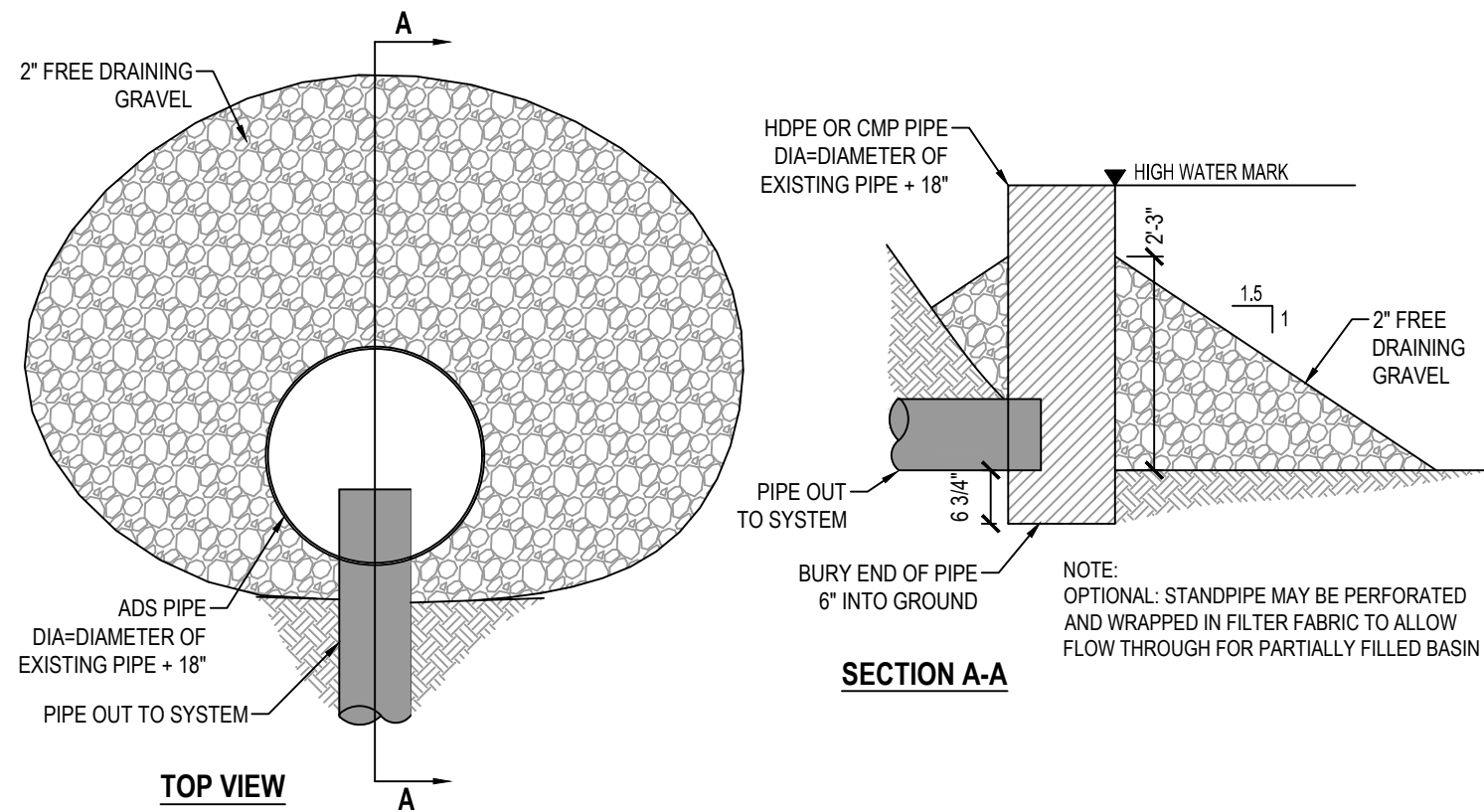
3 CONCRETE WASTE MANAGEMENT

SCALE: NONE



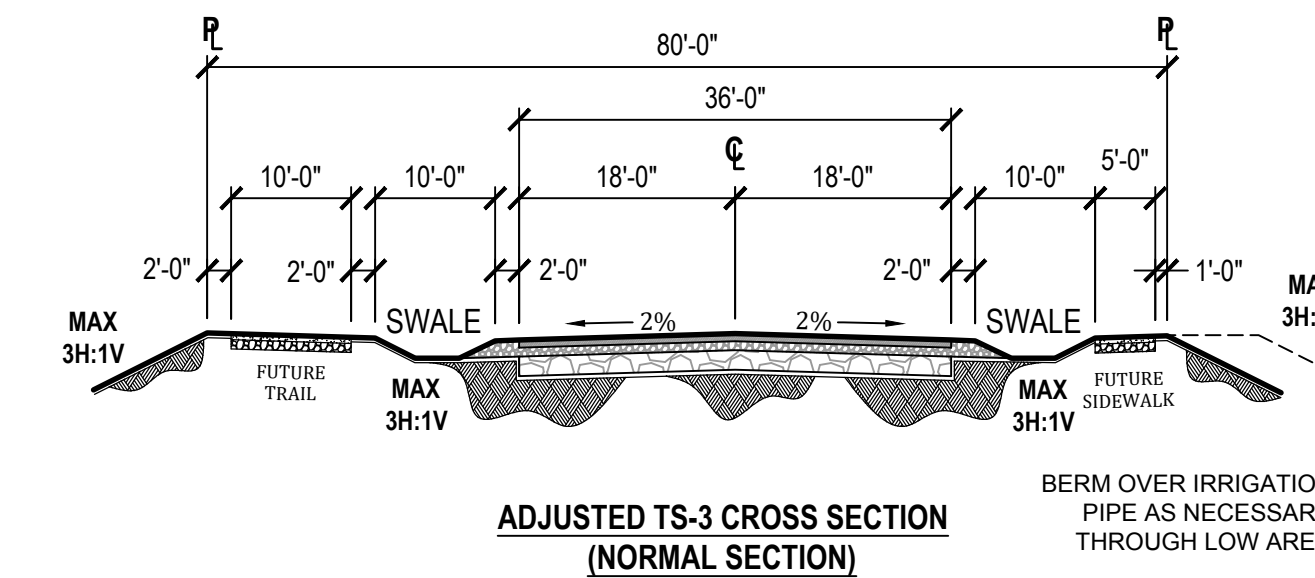
4 PORTABLE TOILET

SCALE: NONE



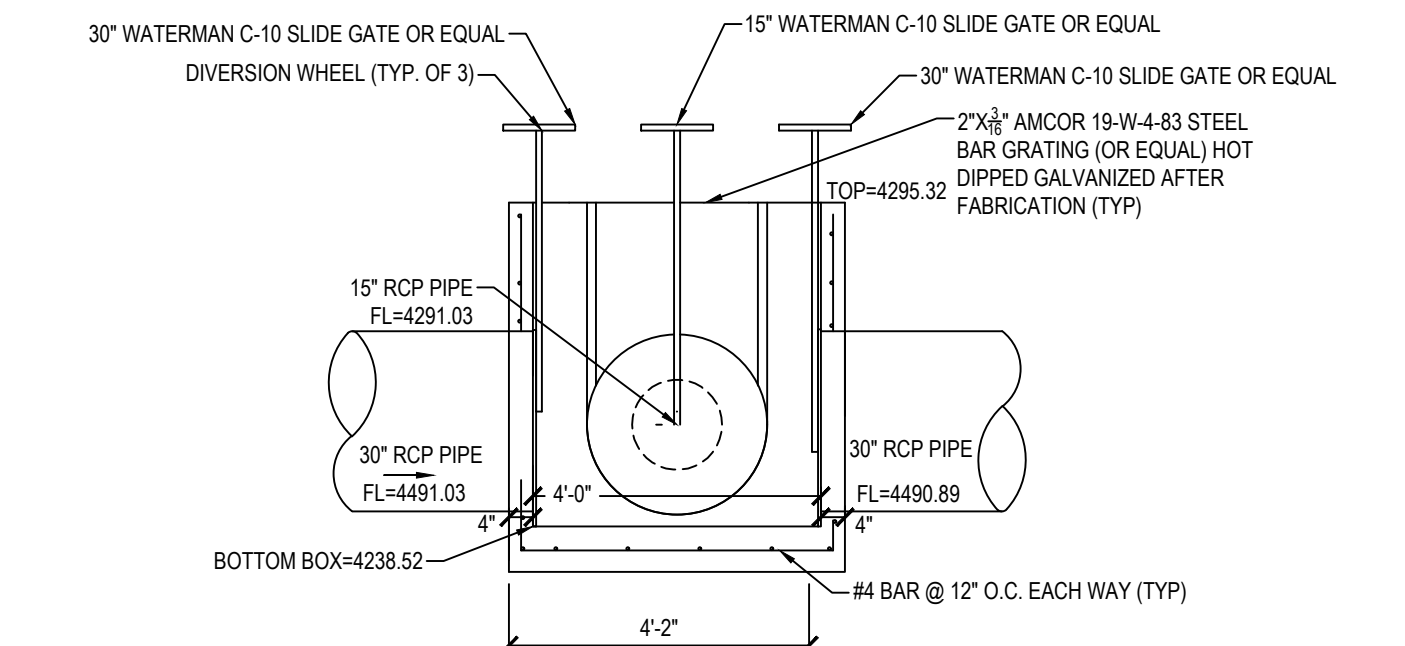
5 TEMPORARY BASIN OUTLET PROTECTION

SCALE: NONE



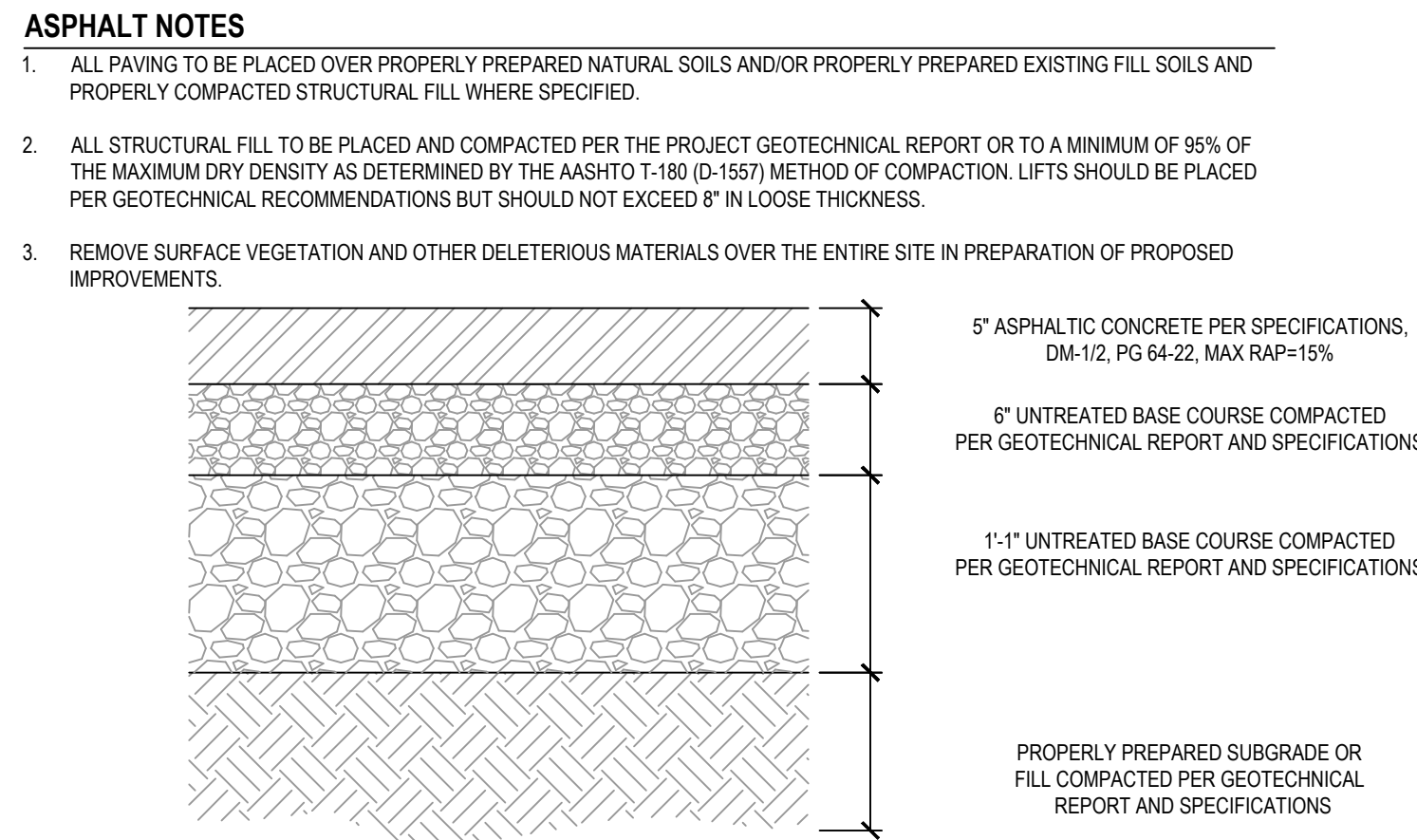
6 2600 SOUTH' 80' ROW - ADJUSTED TS-3

SCALE: NONE



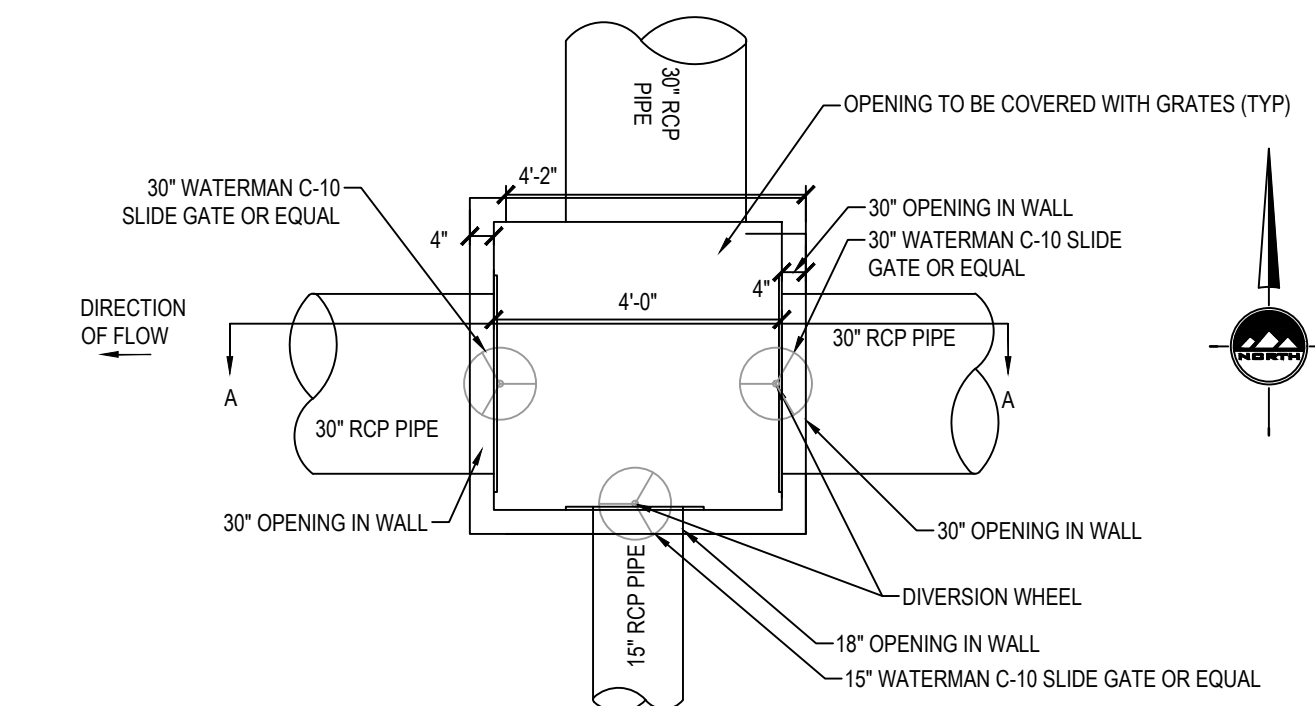
7 TS-4: ARTERIAL: 2-LANE STREET, TRAIL FACILITY, 80' ROW 1200 WEST STREET

SCALE: NONE



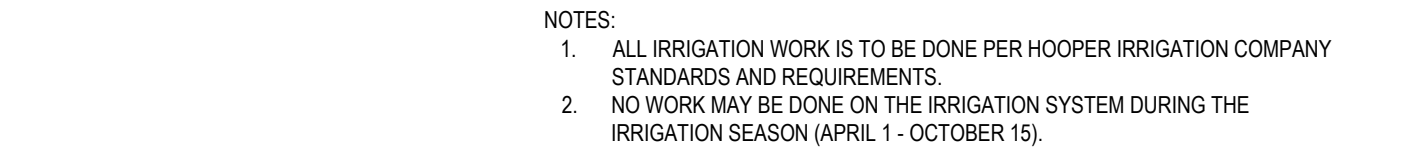
8 STANDARD ASPHALT SECTION

SCALE: NONE



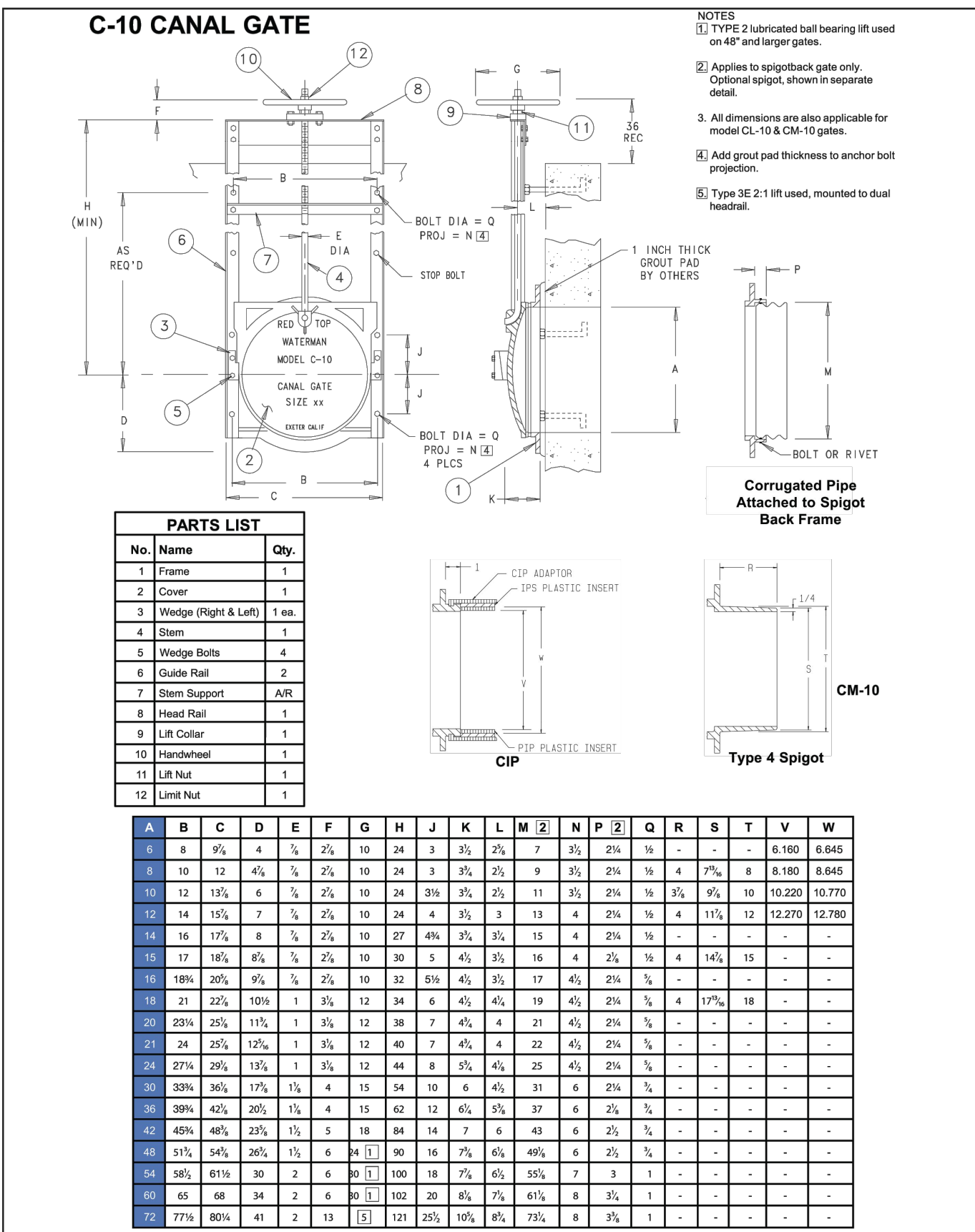
9 IRRIGATION DIVERSION STRUCTURE

SCALE: NONE



10 IRRIGATION DIVERSION DETAIL - SECTION VIEW

SCALE: NONE



11 WATERMAN® C-10 CANAL GATE CUT SHEET

SCALE: NONE

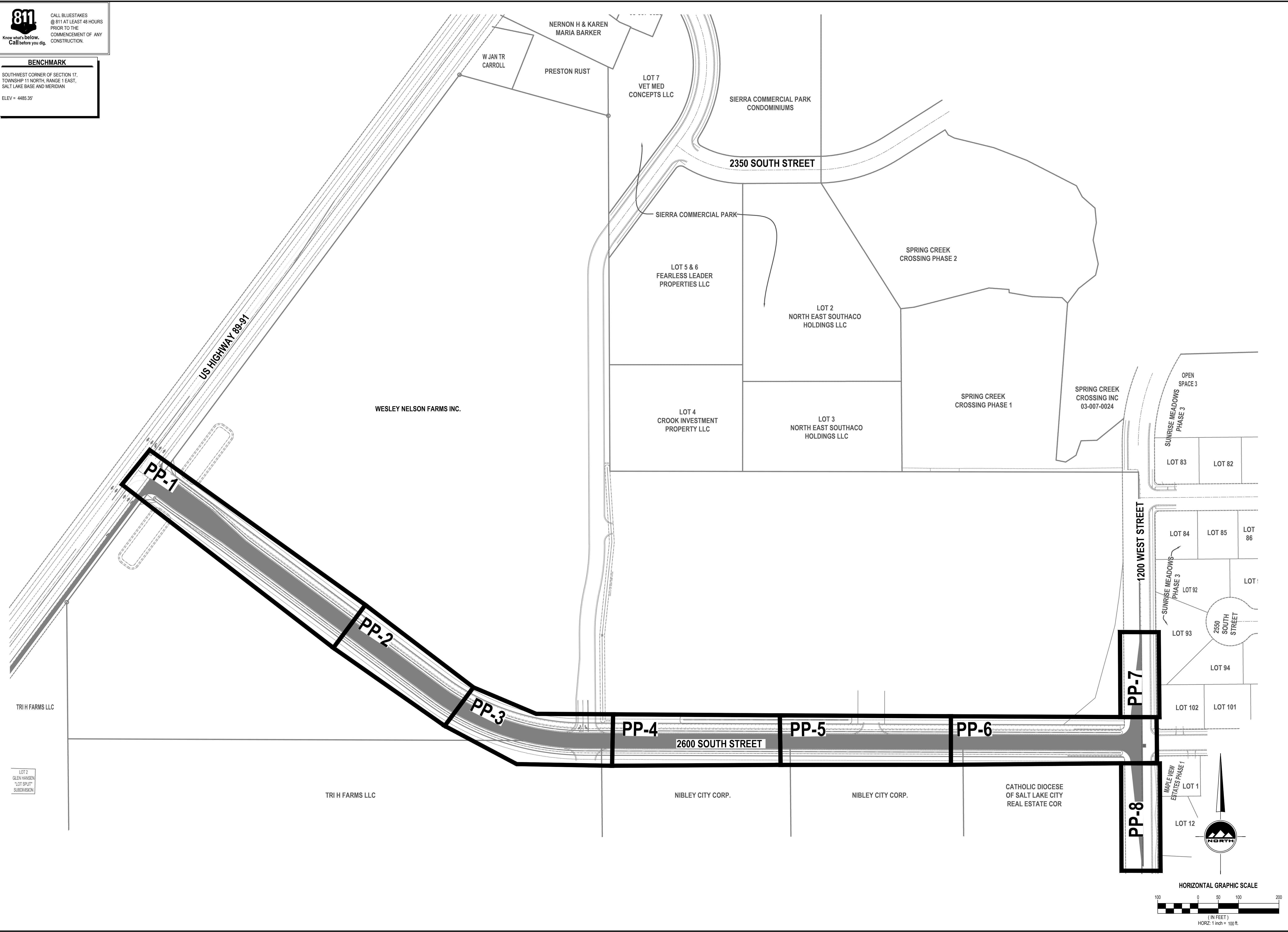
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BENCHMARK

SOUTHWEST CORNER OF SECTION 17,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4486.35'



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FOR:
Wesley Nelson Farms
2352 South Highway 89-91
Logan, Utah 84321
CONTACT:
Al Bingham, President
PHONE: 801-243-7800

WESLEY NELSON FARMS

ROADWAY PLANS

2352 SOUTH HIGHWAY 89-91

NIBLEY, UTAH

NO.	DATE	REASON	BY
1		FOR REVIEW	
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PLAN AND PROFILE

KEY MAP

PROJECT NUMBER
9196

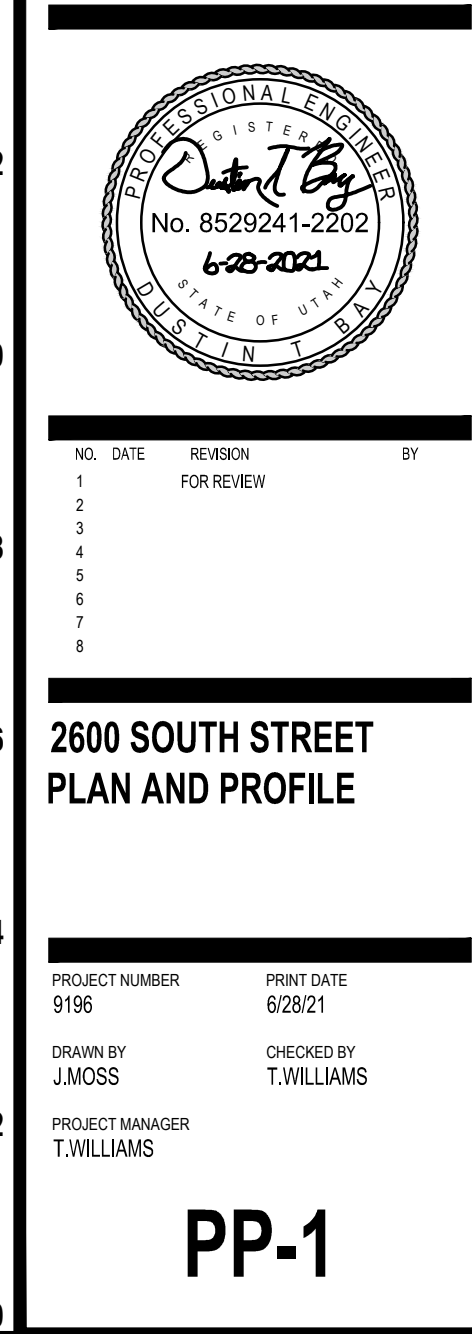
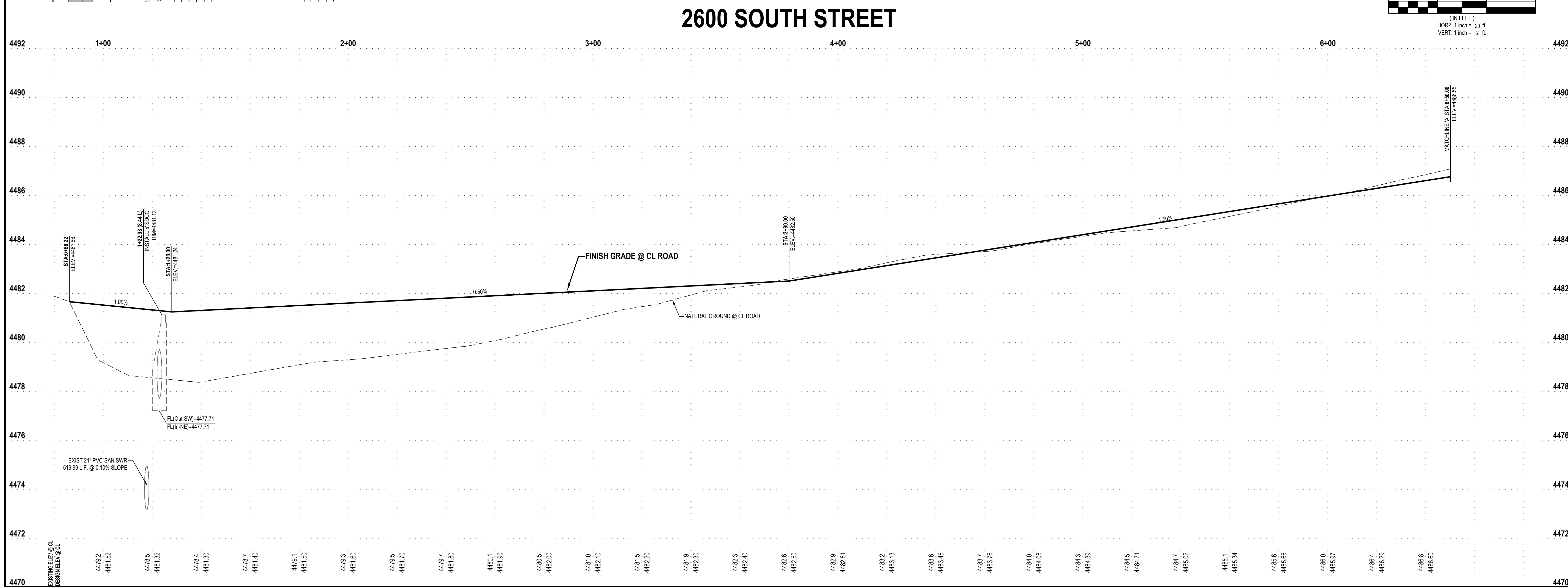
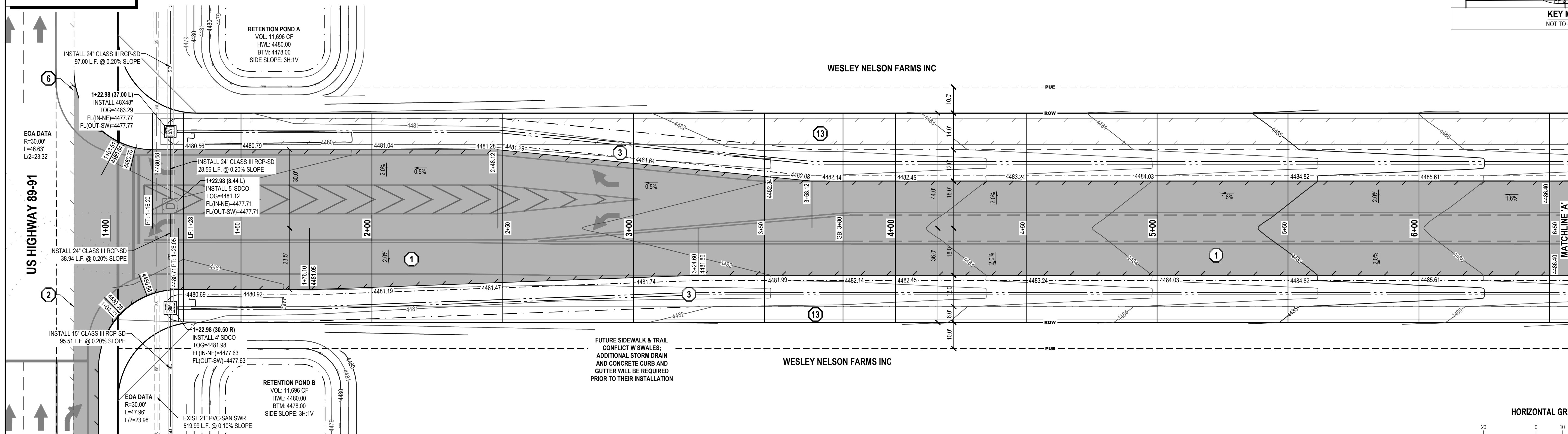
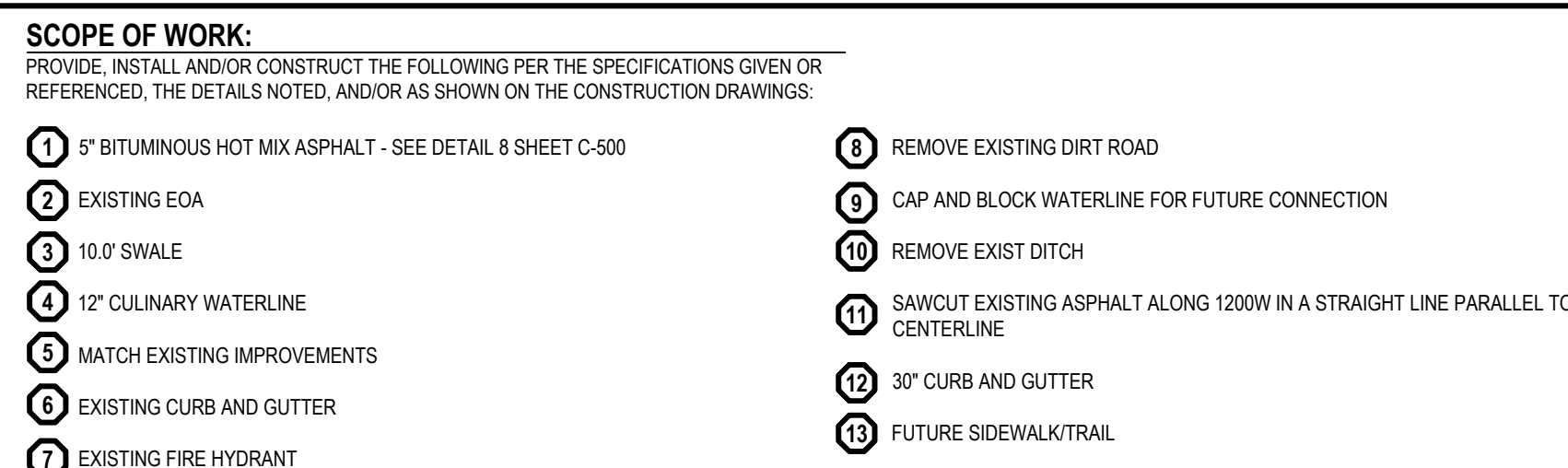
PRINT DATE
6/28/21

DRAWN BY
J.MOSS

CHECKED BY
T.WILLIAMS

PROJECT MANAGER
T.WILLIAMS

PP-0



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BENCHMARK

SOUTHWEST CORNER OF SECTION 17,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4485.35'

- SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR
REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1

5" BITUMINOUS HOT MIX ASPHALT - SEE DETAIL 8 SHEET C-500

2

EXISTING EOA

3

10.0' SWALE

4

12" CULINARY WATERLINE

5

MATCH EXISTING IMPROVEMENTS

6

EXISTING CURB AND GUTTER

7

EXISTING FIRE HYDRANT
- 8

REMOVE EXISTING DIRT ROAD

9

CAP AND BLOCK WATERLINE FOR FUTURE CONNECTION

10

REMOVE EXIST DITCH

11

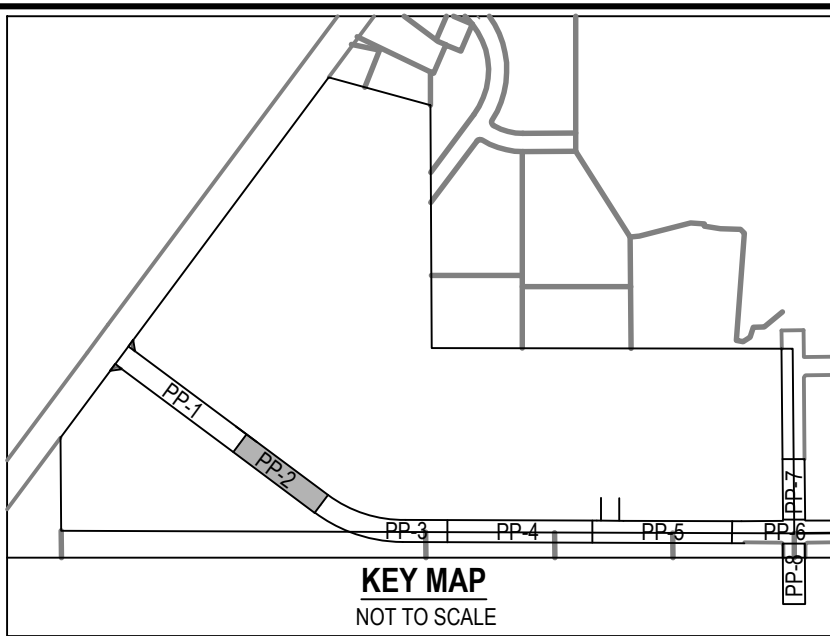
SAWCUT EXISTING ASPHALT ALONG 1200W IN A STRAIGHT LINE PARALLEL TO
CENTERLINE

12

30" CURB AND GUTTER

13

FUTURE SIDEWALK/TRAIL



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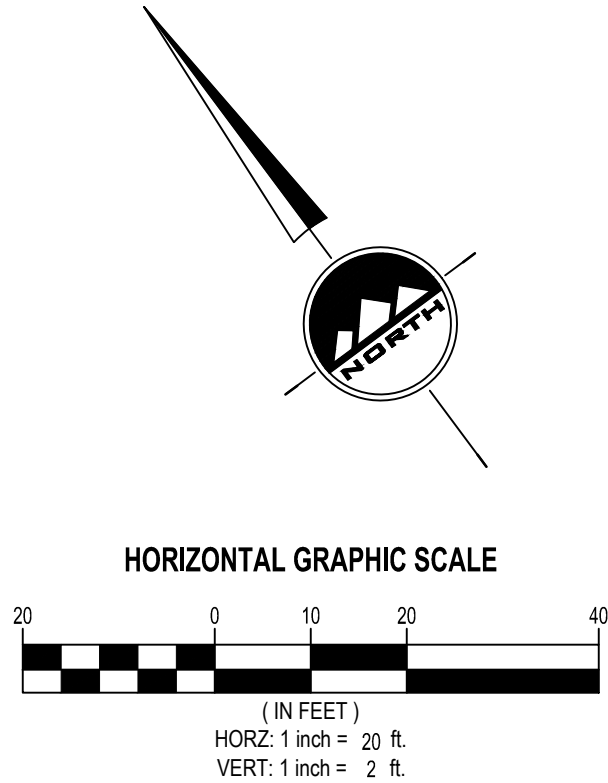
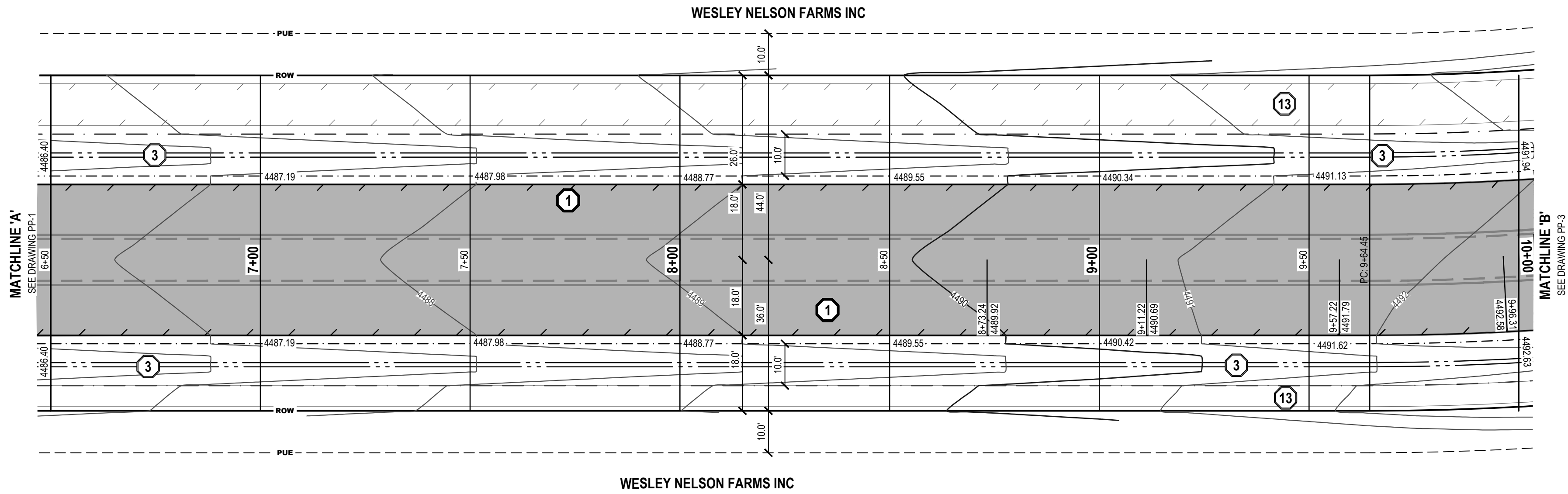
RICHFIELD

Phone: 435.896.2983

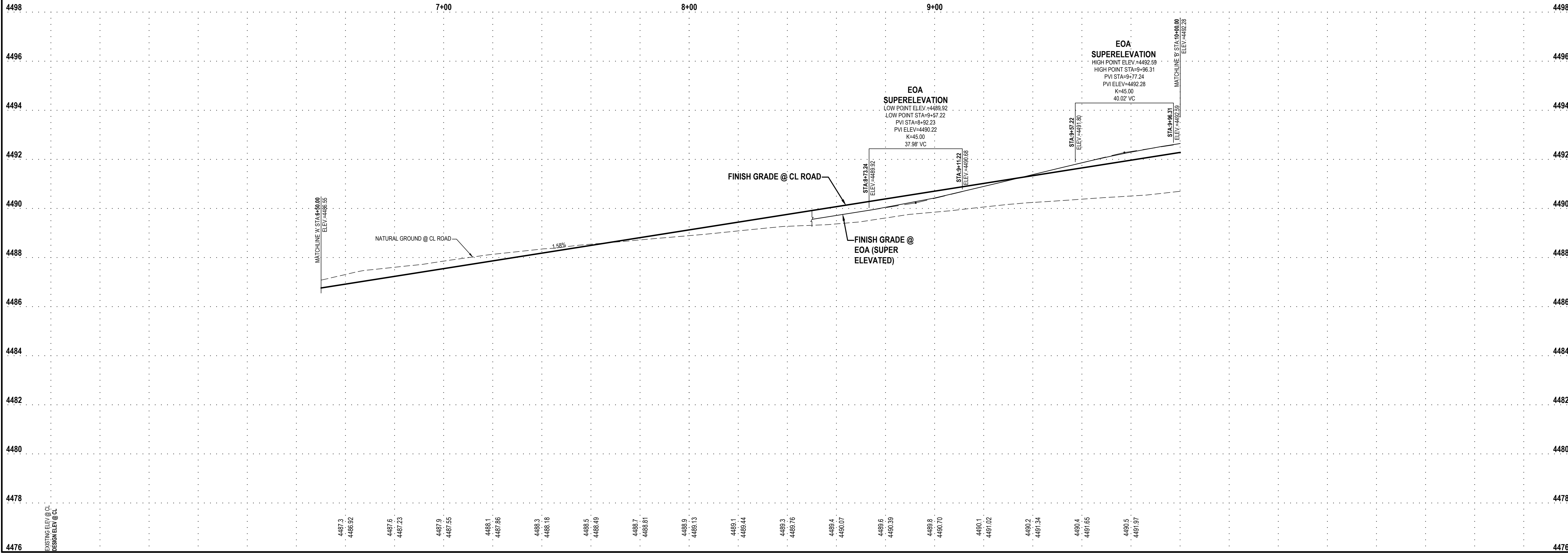
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FOR:
Wesley Nelson Farms
2352 South Highway 89-91
Logan, Utah 84321

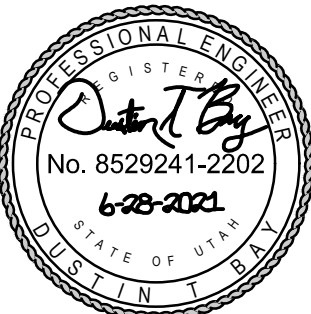
CONTACT:
Al Bingham, President
PHONE: 801-243-7800



2600 SOUTH STREET



WESLEY NELSON FARMS ROADWAY PLANS 2352 SOUTH HIGHWAY 89-91 NIBLEY, UTAH



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2600 SOUTH STREET
PLAN AND PROFILE

PROJECT NUMBER 9196	PRINT DATE 6/28/21
DRAWN BY J.MOSS	CHECKED BY T.WILLIAMS
PROJECT MANAGER T.WILLIAMS	

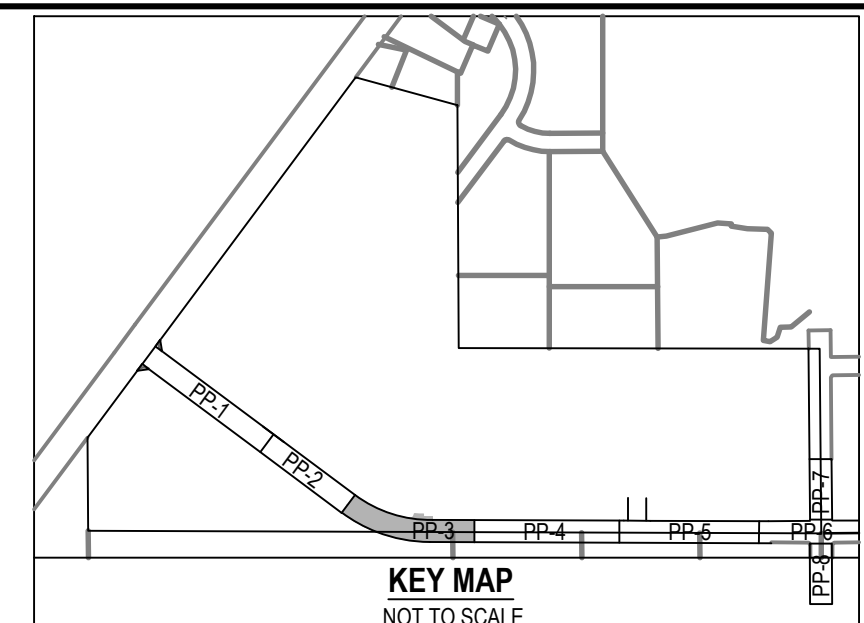
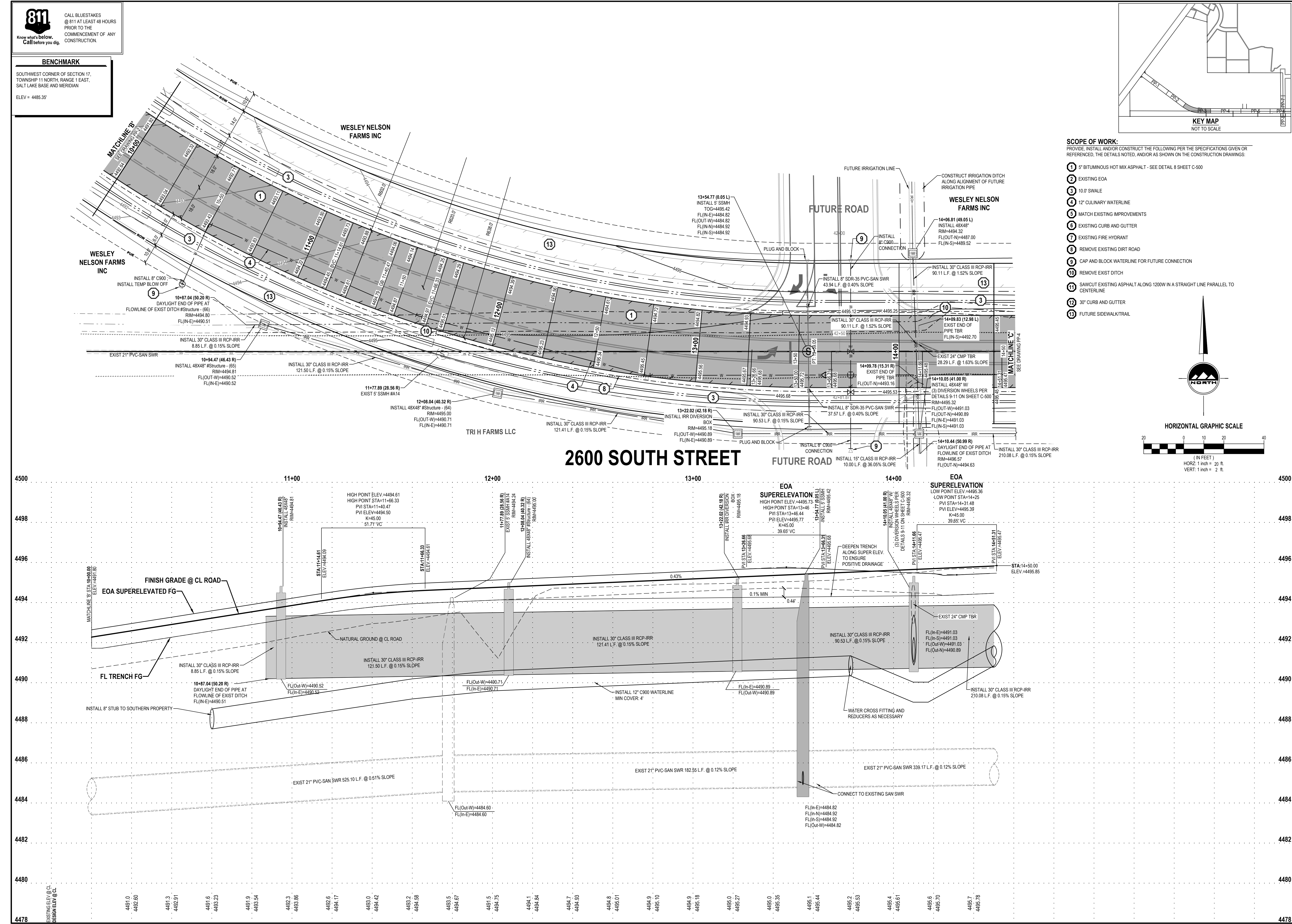
PP-2

811

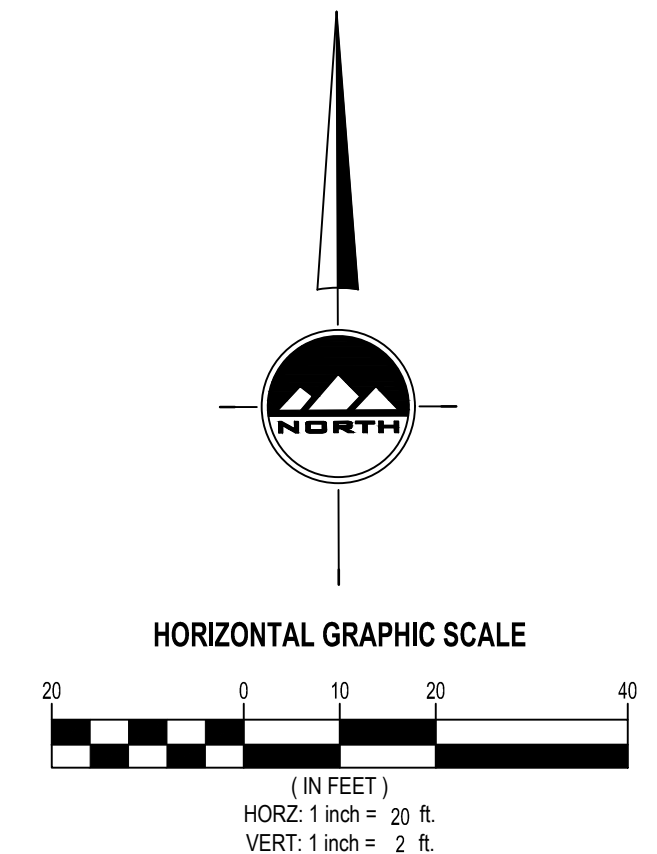
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SALT LAKE BASE AND MERIDIAN
ELEV = 4485.35'



- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 5" BITUMINOUS HOT MIX ASPHALT - SEE DETAIL 8 SHEET C-500
 - 2 EXISTING EOA
 - 3 10.0' SWALE
 - 4 12" CULINARY WATERLINE
 - 5 MATCH EXISTING IMPROVEMENTS
 - 6 EXISTING CURB AND GUTTER
 - 7 EXISTING FIRE HYDRANT
 - 8 REMOVE EXISTING DIRT ROAD
 - 9 CAP AND BLOCK WATERLINE FOR FUTURE CONNECTION
 - 10 REMOVE EXIST DITCH
 - 11 SAWCUT EXISTING ASPHALT ALONG 1200W IN A STRAIGHT LINE PARALLEL TO CENTERLINE
 - 12 30" CURB AND GUTTER
 - 13 FUTURE SIDEWALK/TRAIL



EN SIGN

THE STANDARD IN ENGINEERING

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919 North 400 West
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SALT LAKE CITY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
Wesley Nelson Farms
2352 South Highway 89-91
Logan, Utah 84321
CONTACT:
Al Bingham, President
PHONE: 801-243-7800

WESLEY NELSON FARMS

ROADWAY PLANS

2352 SOUTH HIGHWAY 89-91

NIBLEY, UTAH

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2600 SOUTH STREET

PLAN AND PROFILE

PROJECT NUMBER
9196

PRINT DATE
6/28/21

DRAWN BY
J.MOSS

CHECKED BY
T.WILLIAMS

PROJECT MANAGER
T.WILLIAMS

PP-3

811

Know what's below.
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CALL BLUESTAKES
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PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

SOUTHWEST CORNER OF SECTION 17,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4485.35'

- SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR
REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
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10.0' SWALE

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12" CULINARY WATERLINE

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MATCH EXISTING IMPROVEMENTS

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EXISTING CURB AND GUTTER

7

EXISTING FIRE HYDRANT
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REMOVE EXISTING DIRT ROAD

9

CAP AND BLOCK WATERLINE FOR FUTURE CONNECTION

10

REMOVE EXIST DITCH

11

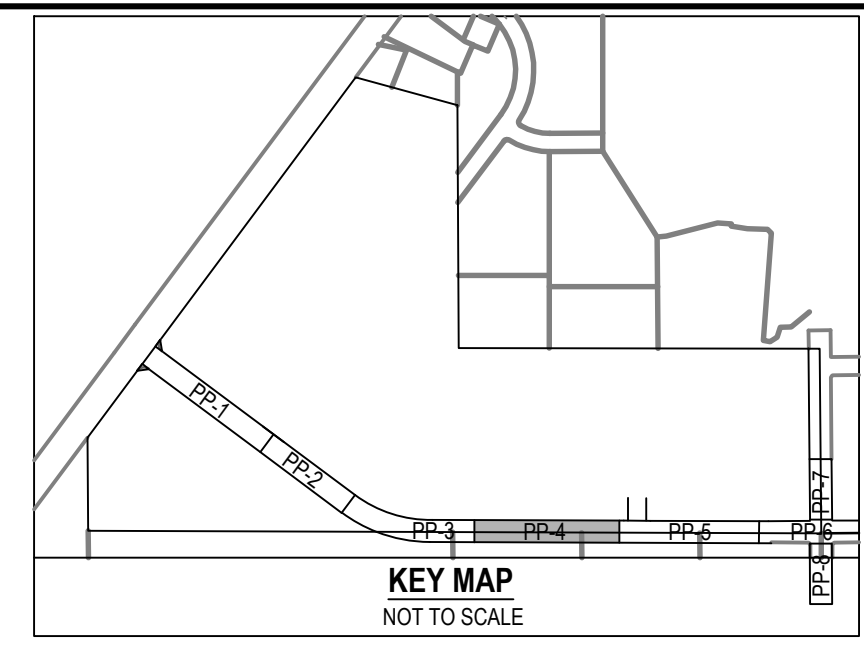
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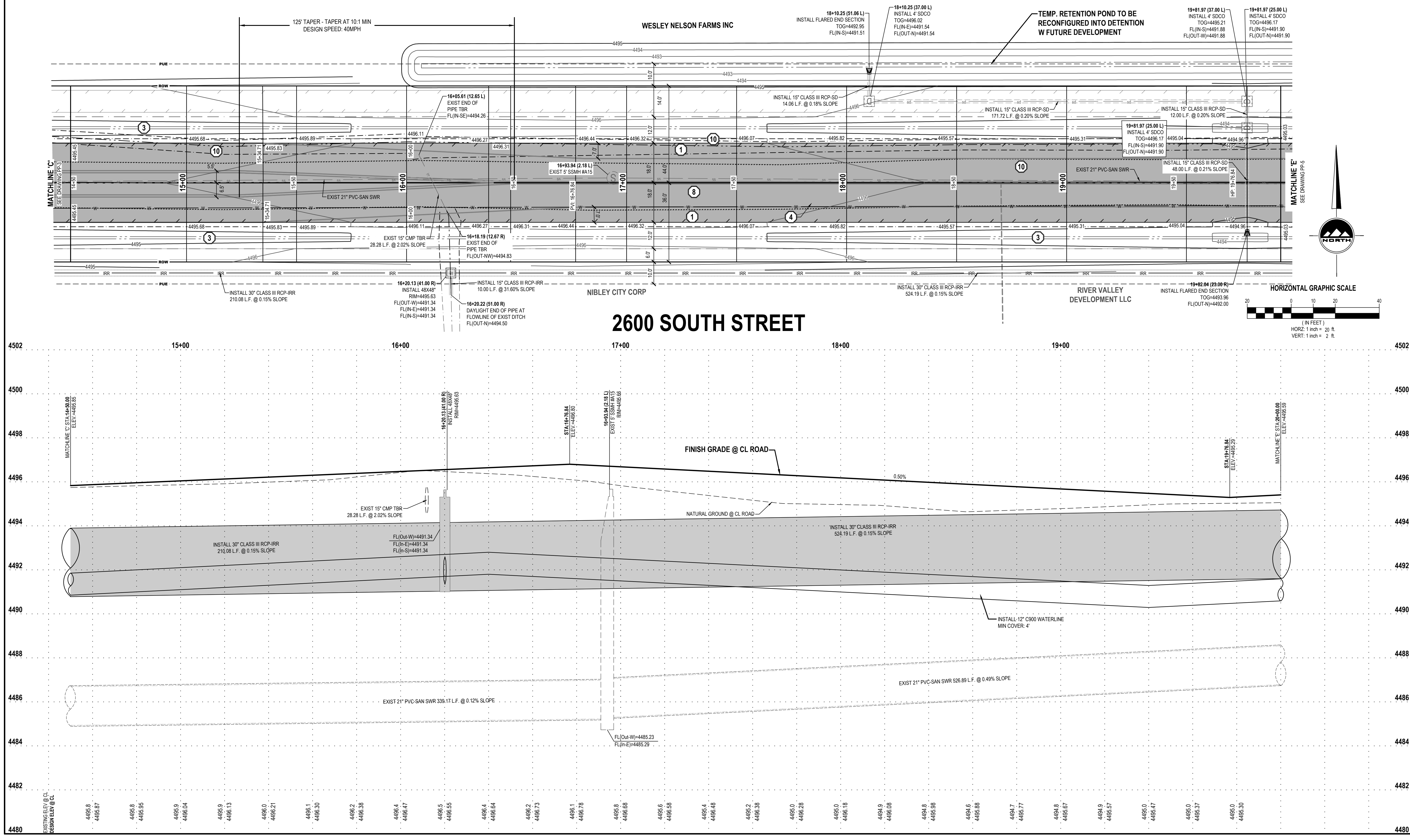
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WESLEY NELSON FARMS
ROADWAY PLANS
2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH

PROFESSIONAL ENGINEER

DAVID J. BINGHAM

NO. DATE REASON BY

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FOR REVIEW

2600 SOUTH STREET
PLAN AND PROFILE

PROJECT NUMBER
9196

PRINT DATE
6/28/21

DRAWN BY
J.MOSS

CHECKED BY
T.WILLIAMS

PROJECT MANAGER
T.WILLIAMS

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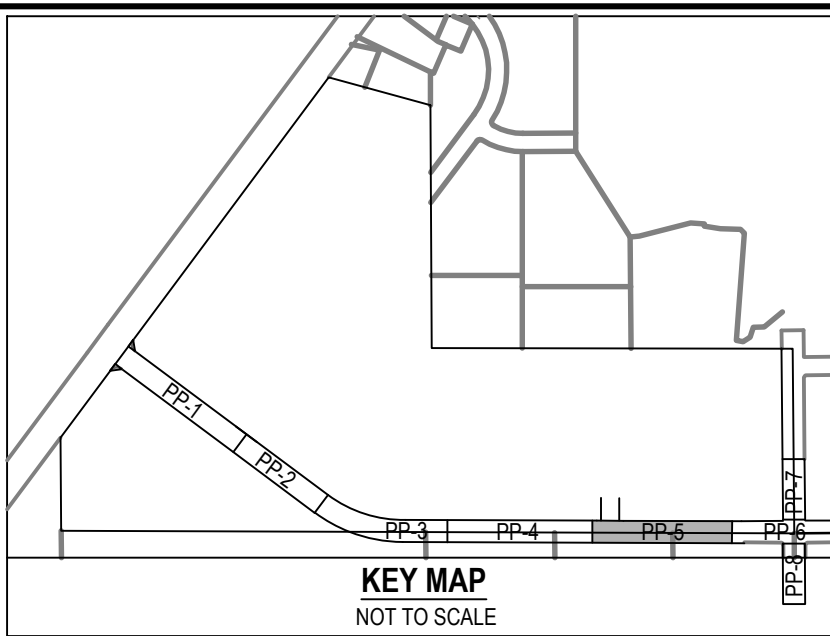
SAWCUT EXISTING ASPHALT ALONG 1200W IN A STRAIGHT LINE PARALLEL TO CENTERLINE

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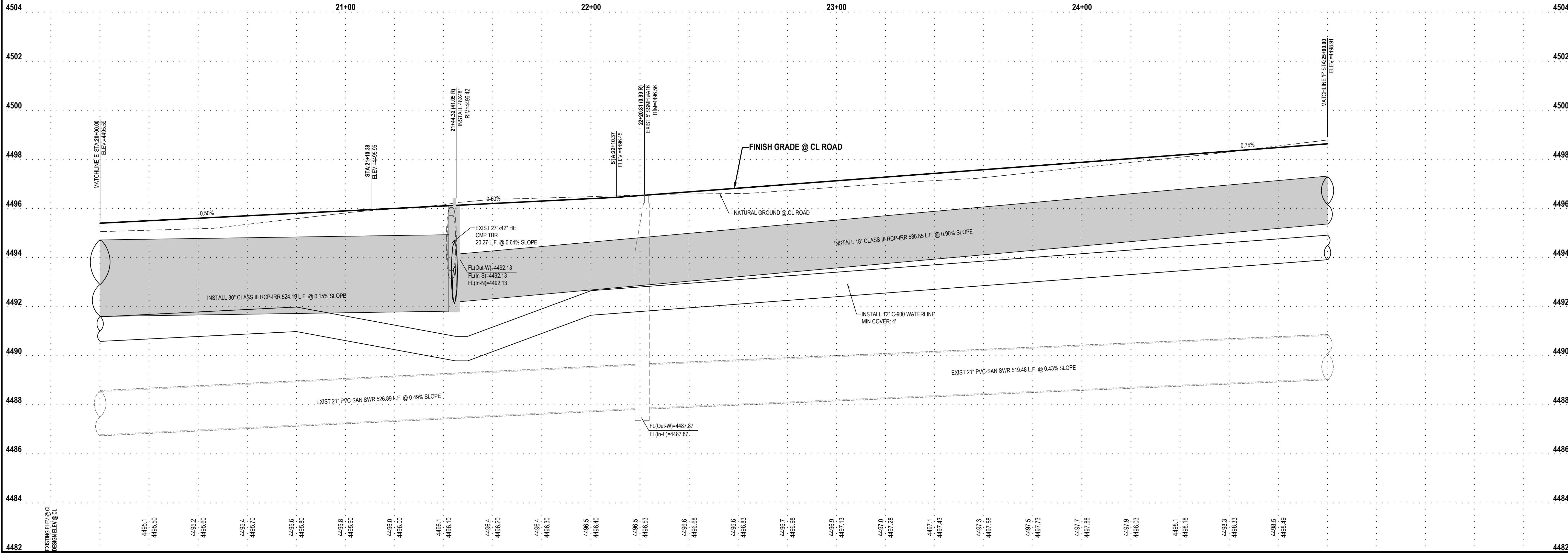
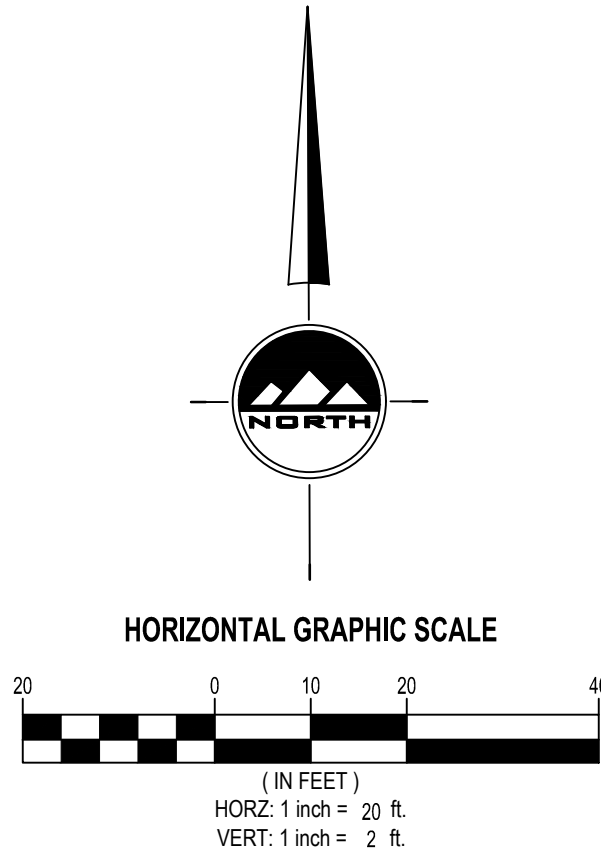
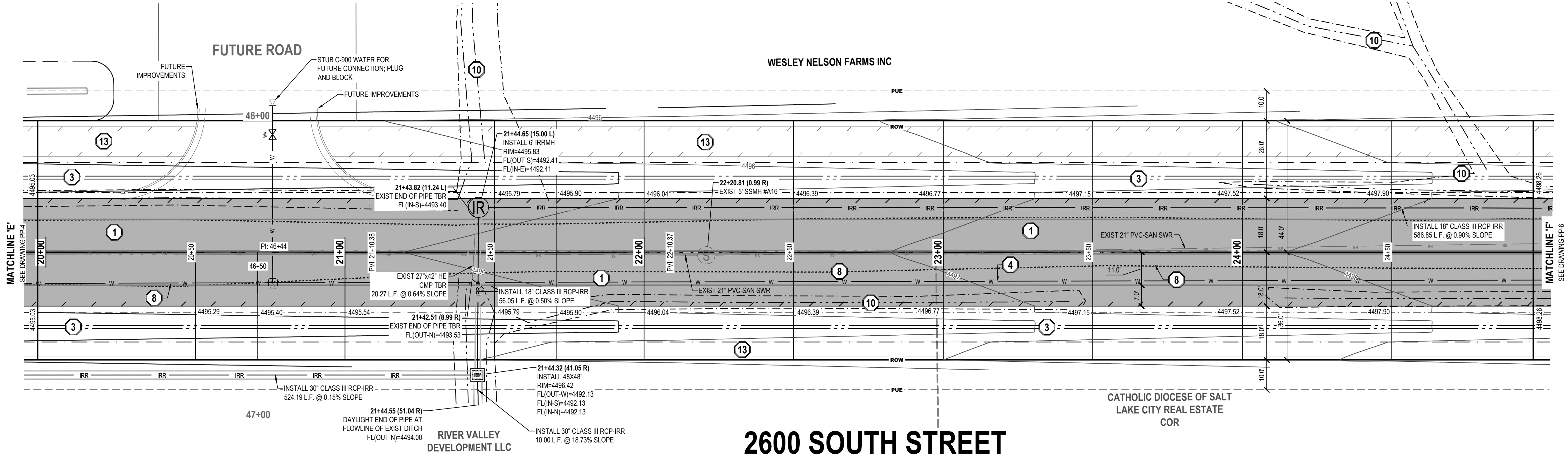
RICHFIELD

Phone: 435.896.2983

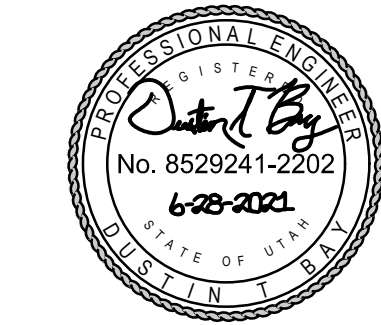
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CONTACT:
Al Bingham, President
PHONE: 801-243-7800



WESLEY NELSON FARMS
ROADWAY PLANS
2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH



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2600 SOUTH STREET
PLAN AND PROFILE

PROJECT NUMBER 9196	PRINT DATE 6/28/21
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PROJECT MANAGER T.WILLIAMS	

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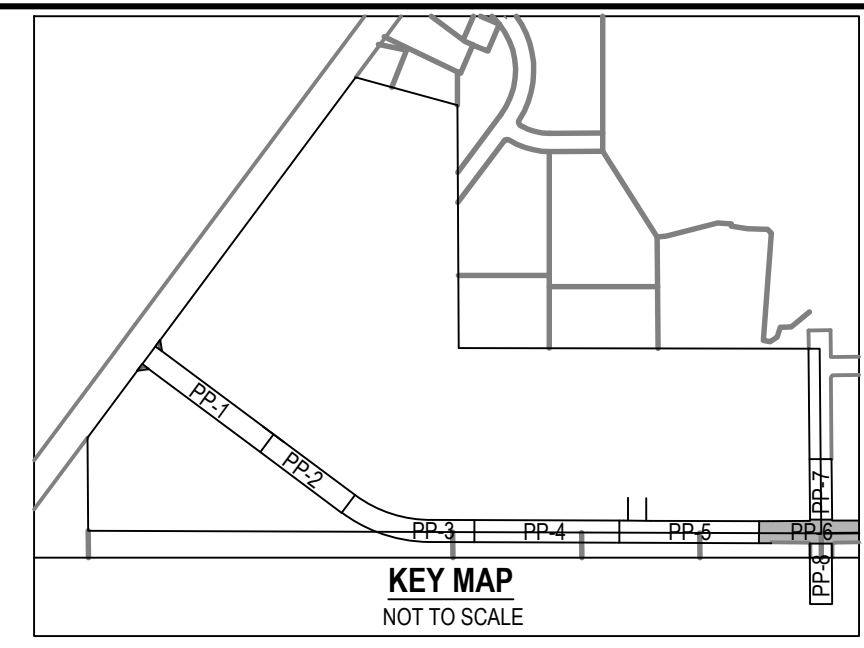
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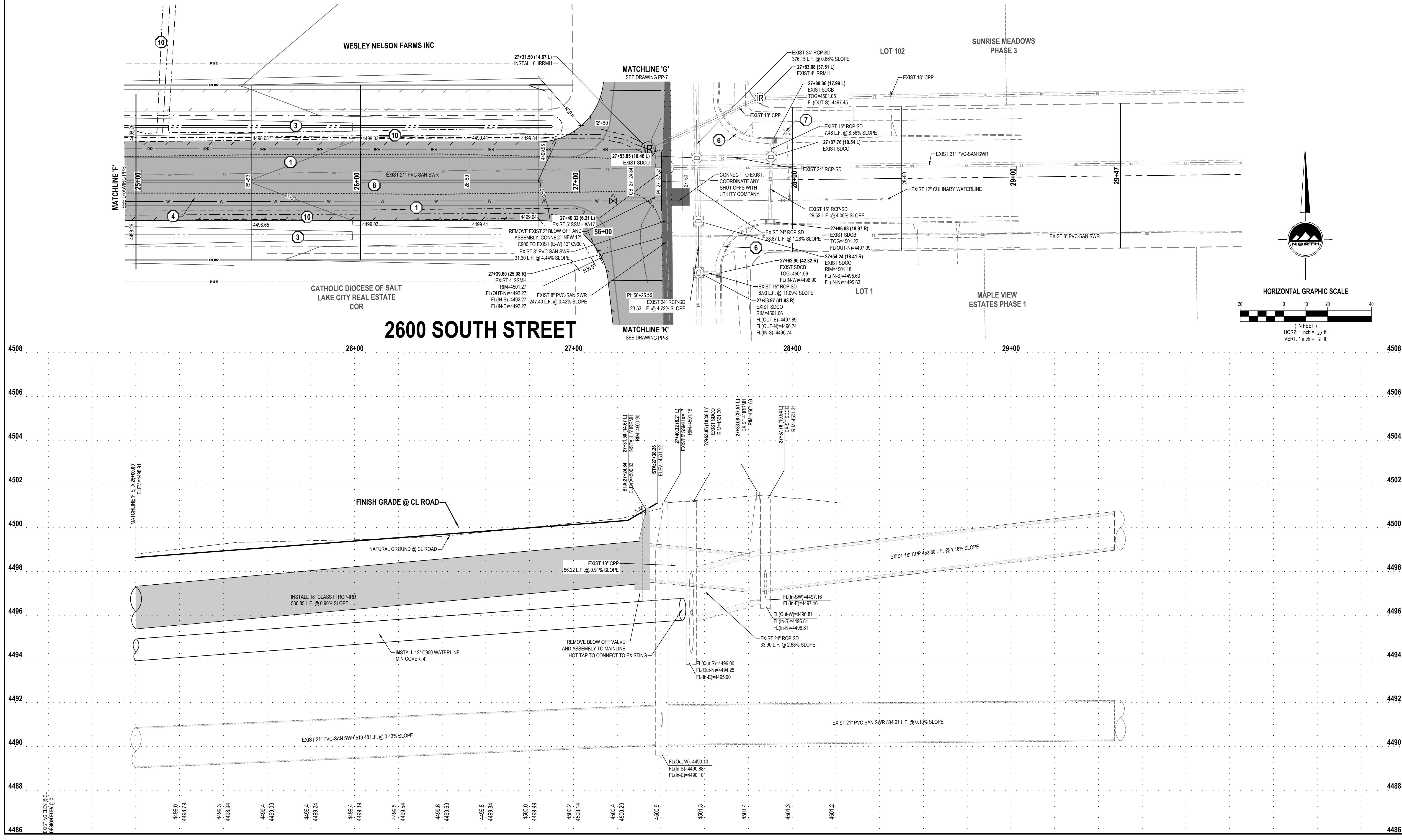
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CONTACT:
Al Bingham, President
PHONE: 801-243-7800



WESLEY NELSON FARMS

ROADWAY PLANS

2352 SOUTH HIGHWAY 89-91

NIBLEY, UTAH

PROFESSIONAL ENGINEER

Al Bingham

No. 8529241-2202

6-28-2021

STATE OF UTAH

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2600 SOUTH STREET

PLAN AND PROFILE

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PRINT DATE
6/28/21

DRAWN BY
J.MOSS

CHECKED BY
T.WILLIAMS

PROJECT MANAGER
T.WILLIAMS

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BENCHMARK

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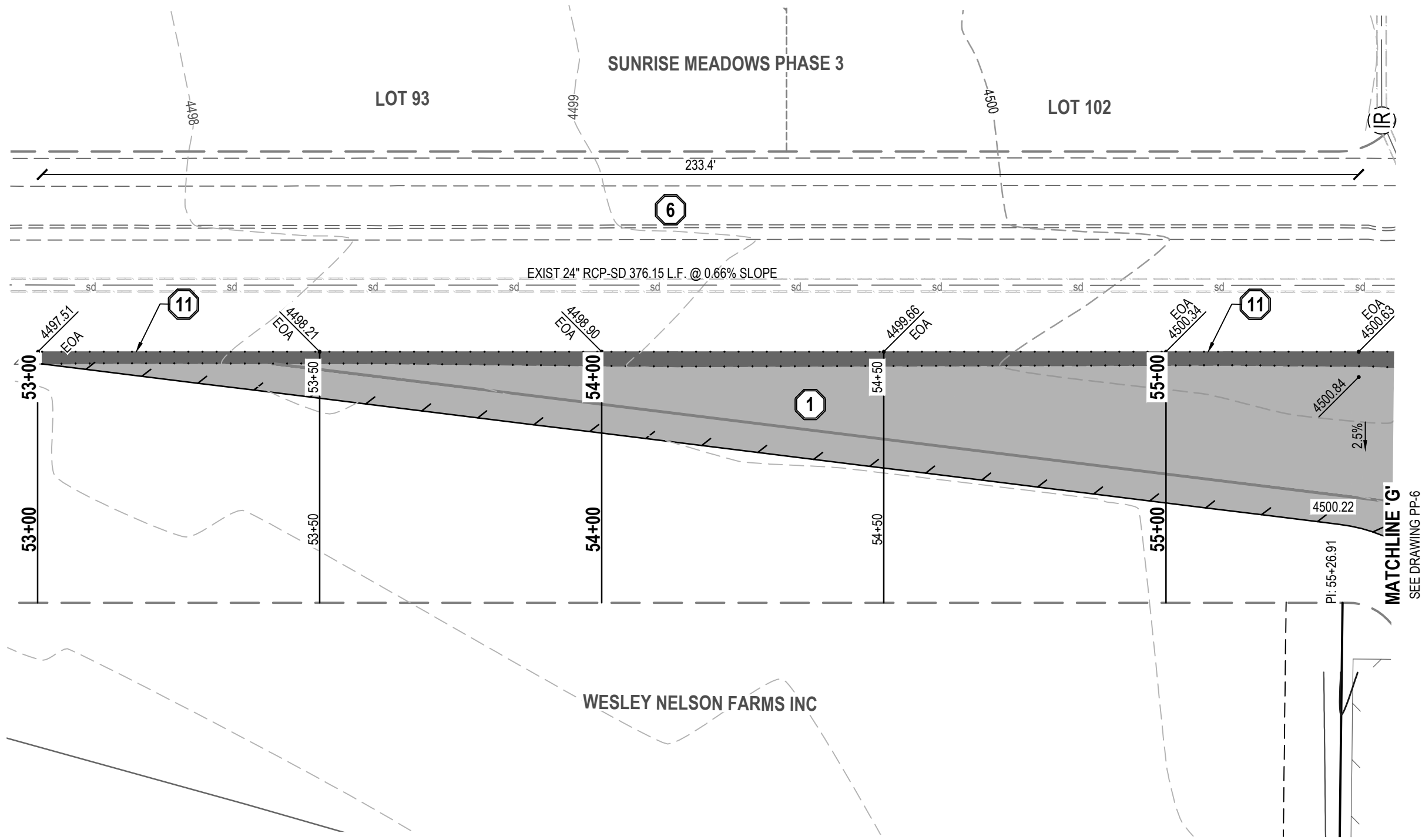
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12

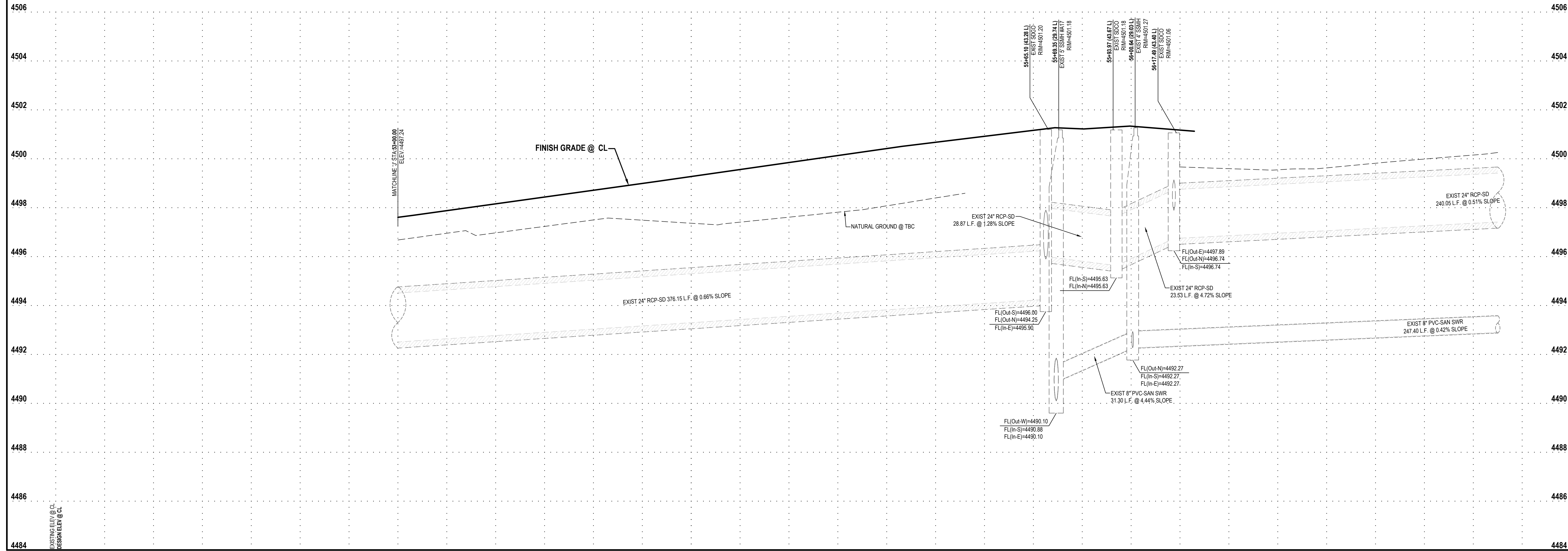
30" CURB AND GUTTER

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FUTURE SIDEWALK/TRAIL



1200 WEST STREET



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WESLEY NELSON FARMS

ROADWAY PLANS

2352 SOUTH HIGHWAY 89-91

NIBLEY, UTAH

PROFESSIONAL ENGINEER

STATE OF UTAH

6-28-2021

No. 8529241-2202

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1200 WEST STREET

PLAN AND PROFILE

PROJECT NUMBER

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PRINT DATE

6/28/21

DRAWN BY

J.MOSS

CHECKED BY

T.WILLIAMS

PROJECT MANAGER

T.WILLIAMS

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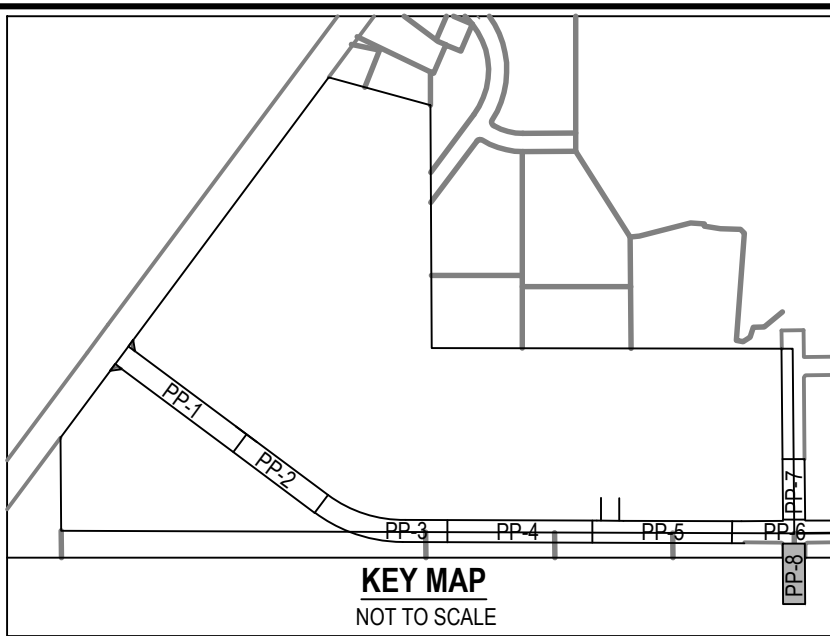
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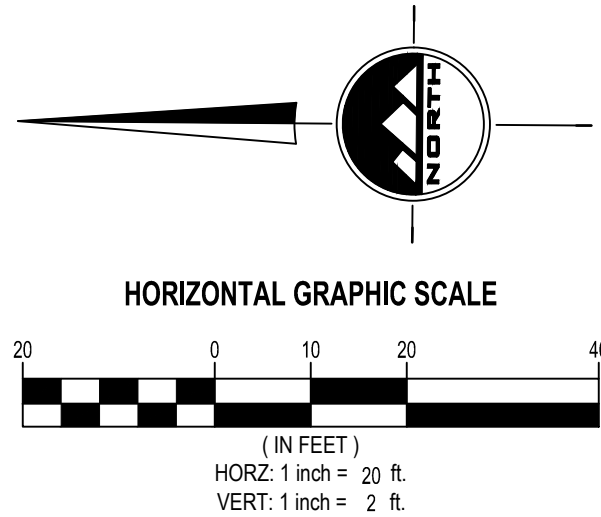
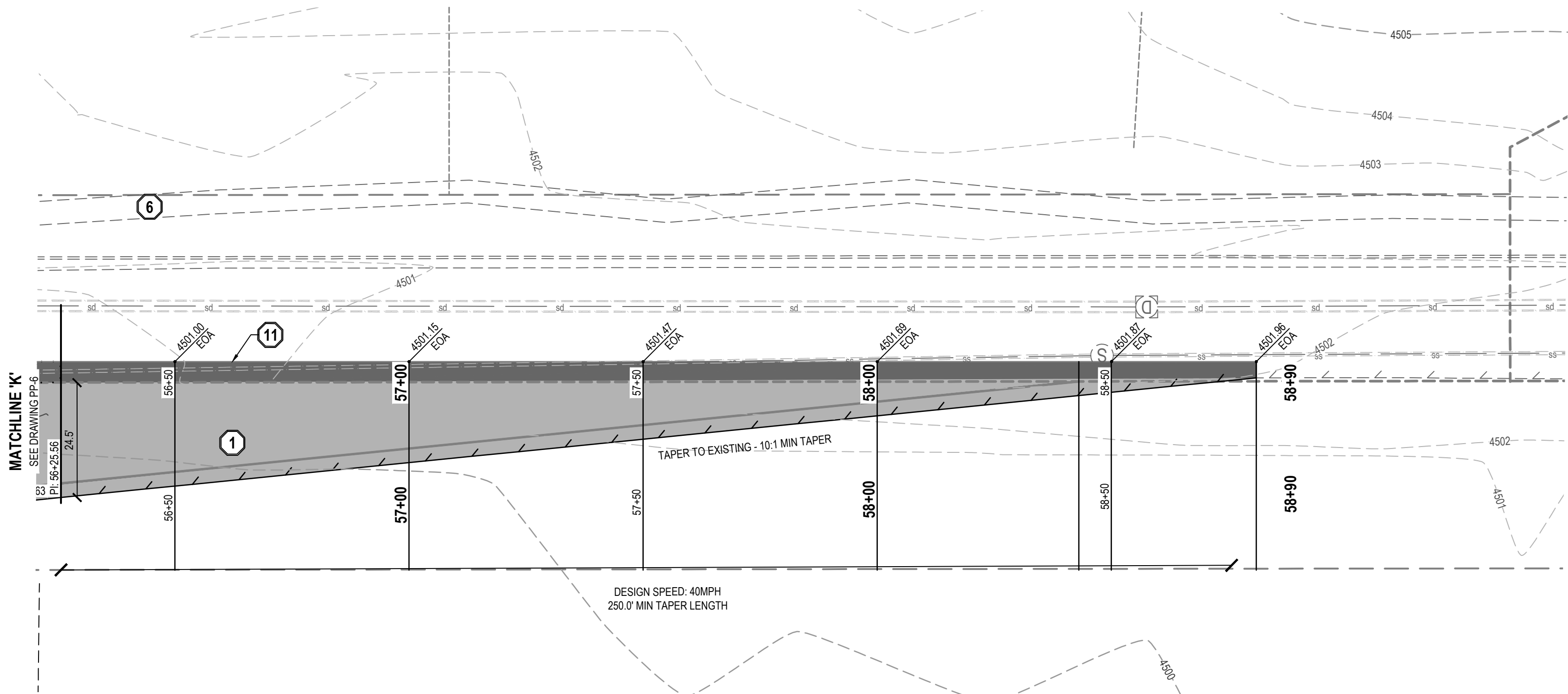
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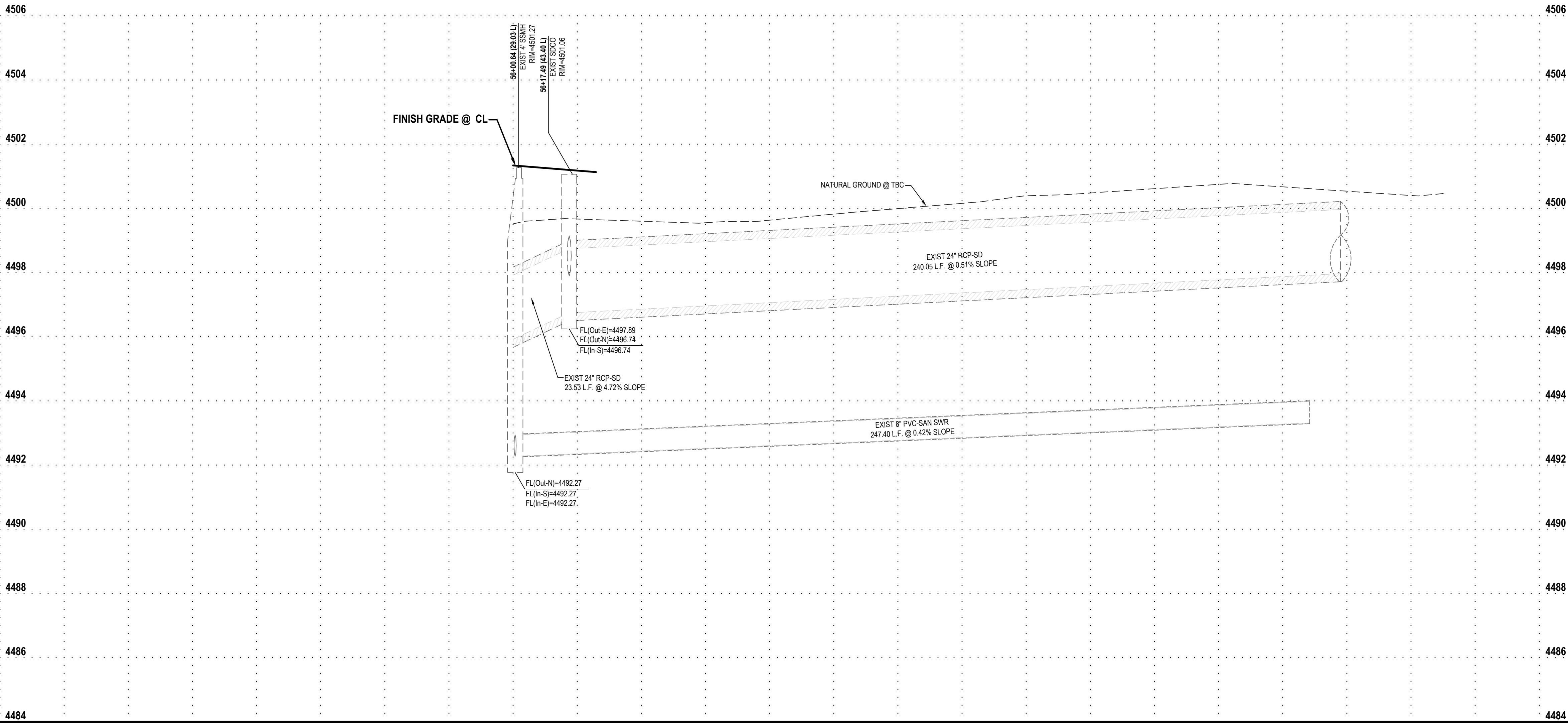
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1200 WEST STREET



EXISTING ELEV @ CL
DESIGN ELEV @ CL

WESLEY NELSON FARMS
ROADWAY PLANS
2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH



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CHECKED BY
T.WILLIAMS

PROJECT MANAGER
T.WILLIAMS

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