



WEST HAVEN CITY COUNCIL AGENDA

WEDNESDAY, JULY 19, 2023 6:00 PM
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

NOTICE IS HEREBY GIVEN THAT ON **July 19, 2023** THE COUNCIL OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: **5:00 PM: COUNCIL WORKSHOP** **6:00 PM: REGULAR WEDNESDAY CITY COUNCIL MEETING**. JOIN US DIGITALLY FOR THE WORK SESSION AND COUNCIL MEETING AT [HTTPS://US06WEB.ZOOM.US/J/81581435918](https://us06web.zoom.us/j/81581435918). WATCH LIVE AT [HTTPS://WWW.YOUTUBE.COM/CHANNEL/UCeeQNQBTFZJWtGOPHMCNCBA](https://www.youtube.com/channel/UCeeQNQBTFZJWtGOPHMCNCBA).

5:00 Council Workshop – In City Council Chambers

NO ACTION CAN OR WILL BE TAKEN ON ANY CITY COUNCIL MEETING AGENDA ITEMS DISCUSSED DURING PRE-COUNCIL WORKSHOP - DISCUSSION OF SUCH ITEMS IS FOR CLARIFICATION OF AGENDA ITEMS.

MEETING TO ORDER: MAYOR VANDERWOOD

REPORTS AND DISCUSSION AS FOLLOWS:

1. DISCUSSION-COUNCIL UPDATES
2. DISCUSSION-PERSONNEL POLICY

6:00 PM REGULAR CITY COUNCIL MEETING

1. MEETING CALLED TO ORDER-MAYOR VANDERWOOD
2. OPENING CEREMONIES
 - A. PLEDGE OF ALLEGIANCE-COUNCILMEMBER SWAPP
 - B. PRAYER/MOMENT OF SILENCE-COUNCILMEMBER MORSE
3. PUBLIC PRESENTATION: Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a question about any issue that **IS NOT ON THE AGENDA** No action can or will be taken on any issue(s) presented.
4. UPCOMING EVENTS
Senior Lunch Bunch-July 26, 2023-11:30 AM
Fall Rodeo-September 15-16, 2023
Evening of Art-September 23, 2023-3:00 PM
5. COUNCIL UPDATES

AGENDA ACTION ITEMS

6. ACTION ON CONSENT AGENDA
 - A. CITY COUNCIL MINUTES-MEETING HELD-JULY 5, 2023
 - B. SPECIAL CITY COUNCIL MINUTES-MEETING HELD-JULY 11, 2023
 - C. ROCKY MOUNTAIN POWER-\$66,257.00-INV.#8228528
 - D. TURF EQUIPMENT & IRRIGATION-\$67,730.00-INV.#76075-1002
7. PRESENTATION-FREMONT HIGH SCHOOL FFA-JUNIOR LIVESTOCK PROGRAM-FFA ADVISOR CASSIE JOINER
8. ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)

- A. FINAL SUBDIVISION PLAT APPROVAL-COMMERCIAL SUBDIVISION-APPROX. 3100 W 4000 S
(PARCEL 08-029-0087)-CW LAND CO.
 - B. FINAL SUBDIVISION PLAT APPROVAL-COMMERCIAL SUBDIVISION-APPROX. 3275 W 4000 S
(PARCELS 08-034-0075, 08-034-0073, 08-034-0003)-CW LAND CO
- 9. ACTION ON RESOLUTION 31-2023-CONTRACT BETWEEN WEST HAVEN CITY AND WALL CONSULTANT GROUP FOR RIGHT OF WAY ACQUISITION SERVICES
 - 10. NOTICE-INCREASED PROPERTY TAX FOR CENTRAL WEBER SEWER DISTRICT
 - 11. EXECUTIVE SESSION-THE COUNCIL WILL ENTER INTO A CLOSED MEETING FOR THE PURPOSE OF A STRATEGY SESSION TO DISCUSSION THE CHARACTER AND PROFESSIONAL COMPETENCE OF AN INDIVIDUAL; TO BE HELD IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE 52-4-205
 - 12. DISCUSSION AND POSSIBLE ACTION-INTERIM CITY MANAGER
 - 13. ADJOURNMENT

Emily Green

Emily Green, City Recorder

In compliance with the Americans with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 731-4519 or by email: emilyg@westhavencity.com at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed city recorder, does hereby certify that the above notice and agenda has been posted in the West Haven City Recorder's office; at the West Haven City Complex on the Notice Board and at westhavencity.com; emailed to the Standard-Examiner with a request that it be posted in their Wednesday night meeting section, mailed and emailed to the West Haven City Mayor and each West Haven City Council Member who has email capacity and to the city attorney



WEST HAVEN CITY COUNCIL MEETING MINUTES

July 05, 2023 6:00 PM
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

5:00 Council Workshop – In City Council Chambers

NO ACTION CAN OR WILL BE TAKEN ON ANY CITY COUNCIL MEETING AGENDA ITEMS DISCUSSED DURING
PRE-COUNCIL WORKSHOP - DISCUSSION OF SUCH ITEMS IS FOR CLARIFICATION OF AGENDA ITEMS.

MEETING TO ORDER: MAYOR VANDERWOOD

REPORTS AND DISCUSSION AS FOLLOWS:

1. DISCUSSION-COUNCIL UPDATES

Councilmember Dixon met with Dick Watkins for the Historical Committee and they plan on writing an article for the newsletter in August where they introduce the committee and ask for pictures or histories from residents.

Mayor Vanderwood said he would announce it in the senior lunch as well.

Councilmember Dixon asked if a speed limit sign could be added to the trail for motorized scooters.

Matthew Jensen said he would look into this.

Councilmember Saunders expressed concern over the weeds on some of the properties on 4000 S.

Councilmember Swapp asked when the pond at Green Farm is starting.

Matthew Jensen said we have given the go ahead for excavation.

Councilmember Morse asked for the dates where the open space areas were supposed to be completed.

Matthew Jensen said he could get that sent out to everyone.

Mayor Vanderwood expressed some concern over maintaining weeds near fencing in Prevedel Park and what to do about safety concerns near the river where the bank drops off.

Councilmember Dixon suggested checking the trail for trees after the windstorm as well.

2. DISCUSSION-PERSONNEL POLICY

City Council went over the Personnel Policy.

6:00 PM REGULAR CITY COUNCIL MEETING

1. MEETING CALLED TO ORDER-MAYOR VANDERWOOD

*The Council met at their regularly scheduled meeting held in the council Chambers.
Mayor Vanderwood brought the meeting to order at 6:01 pm. and welcomed those in attendance.*

2. OPENING CEREMONIES

A. PLEDGE OF ALLEGIANCE-COUNCILMEMBER DIXON

B. PRAYER/MOMENT OF SILENCE-COUNCILMEMBER CALL

3. PUBLIC PRESENTATION: Resident(s) attending this meeting will be allotted 2 minutes to express a concern or ask a question about any issue that **IS NOT ON THE AGENDA** No action can or will be taken on any issue(s) presented.

No one came up at this time.

4. UPCOMING EVENTS

Senior Lunch Bunch-July 26, 2023-11:30 AM

5. COUNCIL UPDATES

Matthew Jensen gave an update on the booths for the General Plan and Parks during West Haven Days.

Mayor Vanderwood showed the public our new sign in the council chambers.

AGENDA ACTION ITEMS

6. ACTION ON CONSENT AGENDA

A. CITY COUNCIL MINUTES-MEETING HELD-JUNE 21, 2023

B. STAKER PARSON-\$216,879.69-INV.#213851-1

C. WEBER COUNTY SHERIFF-\$408,902.00-INV#46431

D. STOTZ EQUIPMENT-\$68,102.33-INV#28307302

E. **ADVANCED PAVING-\$93,300.00-INV#06012023**

Councilmember Call made two corrections on the June 21, 2023 minutes they are as follows; on work session item 2 it should say no lights instead of lights being set to a timer and to fix the motion on item 7E from approve to table.

Mayor Vanderwood asked for the sentence to be fixed on item 7C where Shari is going over the changes.

Ryan Saunders made a motion to approve items A-D. **Nina Morse** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp

NAYS:

RECUSE:

Kim Dixon made a motion to approve item E. **Nina Morse** seconded the motion.

AYES: Councilmember Call, Councilmember Morse, Councilmember Dixon, Councilmember Swapp

NAYS:

RECUSE: Councilmember Saunders

7. ACTION ON PLANNING COMMISSION MEETING RECOMMENDATION(S)

A. ACTION ON ORDINANCE 13-2023-AMENDING THE STANDARDS FOR MIXED USE/MEDIUM/LOW DENSITY RESIDENTIAL, COMMERCIAL ZONE

Councilmember Morse expressed concern over plaza being included in the items under open space.

Councilmember Call expressed concern over the size of the open space items.

Mayor Vanderwood asked about the acreage, and if it reflected a true acre.

Shari Phippen suggested adding net project acreage under density and add a definition for net project acreage.

Councilmember Swapp asked how much open space they have to have when choosing the two items.

Shari Phippen suggested adding to item 157.310 C5 regardless of the manner in which the open space is developed a minimum of 20% of the gross project size shall be dedicated to open space if this option is selected. She said she would also add a definition for net project size.

Councilmember Swapp suggested changing the ordinance to say if residential is used then it couldn't be greater than 80%.

Shari Phippen said she could add to section 157.310 A a sentence that says no more than one element may occupy more than 80% of the net project size.

Shari Phippen went over the changes they are as follows; section 157.310 A adding no more than one element may occupy more than 80% of the net project size, in section 157.310 B. added the definition to net project size, in section 157.310 C3 adding a sentence that says regardless of the manner in which the project is developed a minimum of 20% of the gross project size shall be dedicated to open space if this option is selected, section 157.311 1-4 adding per acre of net project size.

Carrie Call made a motion to adopt with the additions that have been discussed and incorporated into the document. **Ryan Saunders** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp

NAYS:

RECUSE:

8. **DISCUSSION-RECREATION PROGRAM-NON RESIDENTS**

Matthew Jensen presented the statistics for the last 3 full seasons. He said that our non resident fees are currently lower than other cities.

Councilmember Swapp said he is not in favor of raising the non resident fee.

Mayor Vanderwood agreed.

Councilmember Saunders said that because other cities allow us to use their facilities that should be factored in.

Councilmember Morse said it would be helpful to know what the cost of each participant is to the city.

9. **BID AWARD-RIGHT OF WAY ACQUISITION SERVICES**

Edward Mignone said this is to allow a firm to do right of way property acquisitions

Carrie Call made a motion to award to Wall Consultant Group. **Nina Morse** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp

NAYS:

RECUSE:

10. **DISCUSSION AND POSSIBLE ACTION-FLOCK CAMERA LOCATIONS**

Matthew Jensen went over the suggested locations for 5 additional cameras.

Councilmember Morse asked of the 5 cameras that we already have if the Weber County Sheriff has found success with them.

Lt. Jeffries said that he hasn't seen the latest update but they are doing what the department needs.

Ryan Swapp made a motion to approve the suggested locations of 5 new flock cameras. **Kim Dixon** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

11. **PRESENTATION-PURCHASING AUDIT-MATTHEW JENSEN**

Matthew Jensen went over the purchasing audit for the quarter.

12. **DISCUSSION AND POSSIBLE ACTION-FALL RODEO**

Councilmember Morse asked how much we pay for the rodeo and how much we receive in ticket sales and sponsors.

Matthew Jensen said we subsidize about \$2000.

Councilmember Dixon said she likes the idea of doing the Fall Rodeo again.

Councilmember Morse agreed with Dixon and suggested more advertising for the event.

Councilmember Saunders said he did not want to cancel the event.

Kim Dixon made a motion to approve the Fall Rodeo to take place on September 15th and 16th. **Nina Morse** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

13. **EXECUTIVE SESSION-THE COUNCIL WILL ENTER INTO A CLOSED MEETING FOR THE PURPOSE OF A STRATEGY SESSION TO DISCUSS PENDING OR REASONABLY IMMINENT LITIGATION AND THE CHARACTER AND PROFESSIONAL COMPETENCE OF AN INDIVIDUAL; TO BE HELD IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE 52-4-205**

Nina Morse made a motion Enter into Executive Session. **Carrie Call** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

Mayor Vanderwood said the executive session was used to discuss pending or reasonably imminent litigation and the character and professional competence of an individual.

Ryan Swapp made a motion Leave Executive Session. **Ryan Saunders** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

14. **ADJOURNMENT**

Nina Morse made a motion to adjourn at 9:40 PM. **Carrie Call** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

Emily Green

City Recorder

Date Approve:

DRAFT



**WEST HAVEN CITY
COUNCIL MEETING MINUTES**

July 11, 2023 3:00 PM
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

1. **MEETING CALLED TO ORDER-MAYOR VANDERWOOD**

2. **OPENING CEREMONIES**

A. **PLEDGE OF ALLEGIANCE-COUNCILMEMBER SAUNDERS**

B. **PRAYER/MOMENT OF SILENCE-COUNCILMEMBER SWAPP**

***** AGENDA ACTION ITEMS *****

3. **EXECUTIVE SESSION-THE COUNCIL WILL ENTER INTO A CLOSED MEETING FOR THE PURPOSE OF A STRATEGY SESSION TO DISCUSS THE CHARACTER AND PROFESSIONAL COMPETENCE OF AN INDIVIDUAL; TO BE HELD IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE 52-4-205**

Nina Morse made a motion Enter into Executive Session. **Ryan Swapp** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

Mayor Vanderwood said the executive session was used to discuss the character and professional competence of an individual.

Nina Morse made a motion Leave Executive Session. **Carrie Call** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

4. **DISCUSSION AND POSSIBLE ACTION REGARDING THE CURRENT CITY MANAGER AND ALL ASPECTS OF THE PRESENT AND FUTURE CITY MANAGER CONTRACT**

Mayor Vanderwood said he would like to review the process for the previous meeting on July 5, 2023. He said that during the executive session the City Council had a discussion regarding the current city manager's contract and how to proceed moving forward since the contract expires on August 30, 2023. He said the City Council could not come to a consensus on how to proceed as announced on record by the City Attorney on July 5, 2023, after the City Council came out of the executive session and resumed our public meeting. There was no decision made on the personnel matter, that was one of the topics on the executive session. He said for the purpose of clarity he would like to ask each City Council member if that is an accurate description of what happened.

Councilmember Dixon confirmed it was accurate.

Councilmember Swapp confirmed it was accurate.

Councilmember Morse confirmed it was accurate.

Councilmember Call confirmed it was accurate.

Councilmember Saunders confirmed it was accurate.

Mayor Vanderwood said also during the July 5, 2023, meeting following our discussion the Mayor asked how many are in favor of and how many are not in favor of the renewal of the city manager contract for clarity. He requested from each Councilmember to state whether an official vote was taken during the executive session.

Councilmember Saunders said no.

Councilmember Call said no.

Councilmember Morse said no.

Councilmember Swapp said no.

Councilmember Dixon said no.

Ryan Swapp made a motion to not renew the City Manager's contract. **Nina Morse** seconded the motion.

AYES: Mayor Vanderwood, Councilmember Morse, Councilmember Swapp
NAYS: Councilmember Call, Councilmember Saunders, Councilmember Dixon
RECUSE:

Nina Morse made a motion to place the City Manager on paid administrative leave until August 30, 2023, and direct the City Attorney to effectuate all details of that paid administrative leave. **Ryan Swapp** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

Nina Morse made a motion to direct the City Recorder to advertise the City Manager position working with the City Attorney and the Mayor to finalize the job description and posting. **Ryan Swapp** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

Mayor Vanderwood asked where the City Council would like the City Recorder to post the advertisements.

City Council agreed to add it to our website, jobs.utah.gov, the Standard Examiner, the ICMA posting board, and Indeed.

Nina Morse made a motion to approve a salary range of \$105,000-\$145,000 minus benefits in the job posting. **Kim Dixon** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

Nina Morse made a motion to move to place Emily Green in the interim, interim City Manager position until they could find a longer term interim replacement. **Ryan Swapp** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

5.

ADJOURNMENT

Nina Morse made a motion to adjourn at 4:21 PM. **Ryan Swapp** seconded the motion.

AYES: Councilmember Call, Councilmember Saunders, Councilmember Morse, Councilmember Dixon, Councilmember Swapp
NAYS:
RECUSE:

Emily Green

City Recorder

Date Approve:

DRAFT

CITY COUNCIL

Meeting Date: July 19, 2023
Agenda Item: Discussion and Action on Final Plat for a commercial subdivision located at 3050 W 4000 S

Requested by: Aliko Murphy
Staff Review: .



EXECUTIVE SUMMARY

The applicant is presenting a 2-lot commercial property final subdivision plat located at approximately 3050 W 4000 S. They are taking the south part of Parcel# 08-029-0087 to create this 2-lot subdivision with a remainder parcel that will be developed accordingly with the commercial requirements since this parcel is zoned as C-3.

REVIEW & ANALYSIS

Since this is a lot split with no site improvements at this time, it was presented for preliminary approval and final plat recommendation to the Planning Commission. The applicant has not presented a site plan at this time but will be required to do so and follow the process prior to any site development. Preliminary approval was granted at the July 12, 2023 Planning Commission meeting and final plat approval was recommended to the Council.

POSSIBLE COUNCIL ACTION

Staff finds that the final plat is compliant with City standards and accordingly, it is Staff's position that the Council grant approval.

Exhibit A

SUBDIVISION APPLICATION



Subdivision Name Salt Point Commercial

Location 3500 W 4000 S

Parcel# 080290087

Phase 1 No. of Lots 2 Zone C3

Applicant name CW Land Co

Agent Name McKenna Christensen

Signed: McKenna Christensen Date: 6-28-2023
(Owner/Petitioner)

I authorize McKenna Christensen to act as my representative in all matters relating to this application.

Owner
(Owner)

(Agent as Authorized by Owner)

State of Utah)

§

County of Davis

On this 28th day of June, in the year 2023, before me, Chase Freebairn

a notary public, personally appeared Colin H. Wright,
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and

acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Chase Freebairn



N/A	Received	N/A	Received	Letters of acknowledgment/approval/conditions from
	<u>PRELIMINARY</u>			<u>FINAL</u>
☐	Affidavit of Understanding and Acceptance of Fees	☐	☐	Secondary Water Company
		☐	☐	Culinary Water Company
		☐	☐	Fire District
		☐	☐	All other items required by City Planner

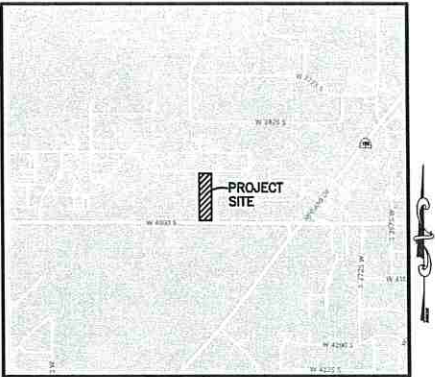
ALL APPLICABLE ITEMS MUST BE RECEIVED BEFORE BEING ADDED TO THE AGENDA.

SALT POINT DRIVE ACCESS

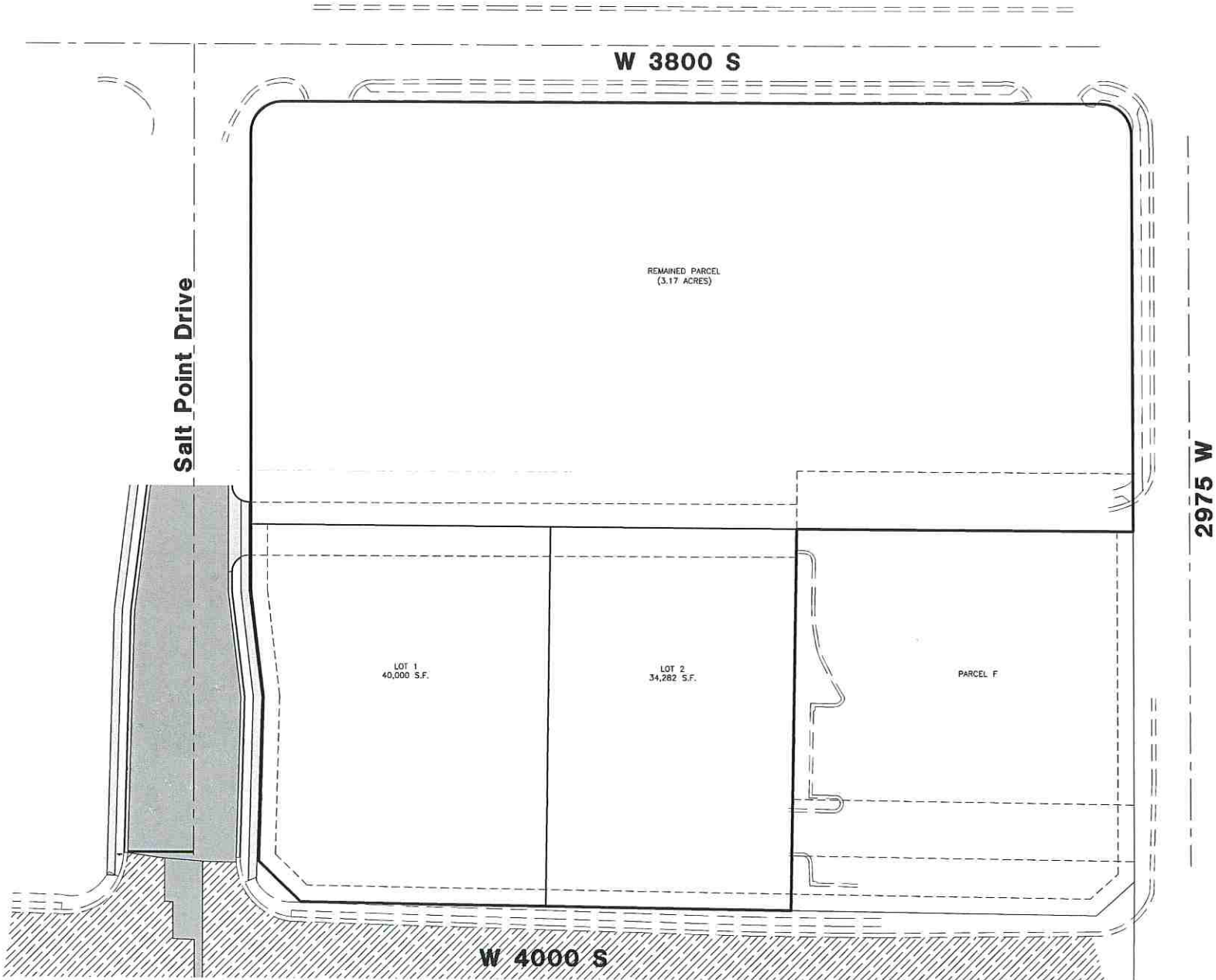
3050 W 4000 S

Improvement Plans

WEST HAVEN, WEBER COUNTY, UTAH
JUNE, 2023



Vicinity Map
NOT TO SCALE



- Sheet Index**
- Sheet 1 - Cover/Index Sheet
 - Sheet 2 - Notes/Legend/Street Cross-Section
 - Sheet 3 - Site Plan
 - Sheet 4 - Grading/Utility



Engineer's Notice To Contractors:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Developer Contact:
Chase Freebairn
CW Land
610 N 800 W
Centerville, Utah, 84014
PH: (801) 386-6708

Project Contact:
Nate Reeve
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH: (801) 621-3100



REVISIONS	DESCRIPTION
DATE	

Salt Point Drive Access
3050 W 4000 S
WEST HAVEN CITY, WEBER COUNTY, UTAH

Cover/Index Sheet



Project Info.
Engineer: J. NATE REEVE, P.E.
Drafted: Z. DECARIA
Begin Date: JUNE 2023
Name: SALT POINT DRIVE ACCESS
Number: 7562-15

General Notes:

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRENGTHEN RECOMMENDATIONS FOR ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
- TRAFFIC CONTROL, STRIPING & SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- 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 ADJUTS 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.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
- ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY. CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
- ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
- CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDED FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL VERIFY THE SITE OF THE WORK PRIOR TO BIDDING. HE SHALL BE RESPONSIBLE FOR PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK. AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES OR AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HIS NOT RELIED UPON BY THE OWNER-- OR ENGINEER--FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
- 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 HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
- CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND 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 THE ENGINEER.
- 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 TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; 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 AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT 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 AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING 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 HIGHEST QUALITY ARE TO BE USED.
- CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO THE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
- CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES, OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.

Utility Notes:

- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS), 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 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.
- CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK, THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
- 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 HIS EXPENSE.
- ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
- CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
- CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
- CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX.
- SILT AND DEBRIS IS 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 WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED 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.
- MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
- CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
- UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
- ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
- 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.
- THRUST BLOCKS & RESTRAINED JOINTS WITH MEGA-LUG ADAPTERS REQUIRED ON ALL BENDS AND FITTINGS USING BLUE BOLTS. PROTECT ALL BOLTS FROM BEING ENCASED IN CONCRETE. INSTALL PER MANUFACTURER RECOMMENDATIONS.

Notice to Contractor:

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

THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. 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 ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

NOTE:

1. SAWCUT EXISTING ASPHALT INSIDE FROM OUTER EDGE FOR TACK SEAL OF NEW ASPHALT
2. CONTRACTOR TO VERIFY 2% MIN. AND 5% MAX SLOPE FROM EDGE OF ASPHALT TO LIP OF GUTTER

Survey Control Note:

THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MODEL STANDARDS FOR ANY SURVEYING OR CONSTRUCTION LAYOUT TO BE COMPLETED USING REEVE & ASSOCIATES, INC. SURVEY DATA OR CONSTRUCTION IMPROVEMENT PLANS. PRIOR TO PROCEEDING WITH CONSTRUCTION STAKING, THE SURVEYOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON AN ALTA SURVEY. IMPROVEMENT PLAN, OR ANY ELECTRONIC DATA PROVIDED, THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN FIVE (5) EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY REEVE & ASSOCIATES, INC. AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION STAKING.

Erosion Control General Notes:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SHEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

EXPOSED SLOPES:

ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
A) SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
B) TRACKING STRAW PERPENDICULAR TO SLOPES
C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Legend

	= PROPOSED SECONDARY WATER LATERAL		= PROPOSED WATER METER	ROW	= RIGHT-OF-WAY
	= PROPOSED LAND DRAIN LATERAL		= EXISTING WATER METER	SD	= STORM DRAIN
	= PROPOSED WATER LATERAL		= PROPOSED REDUCER	SL	= STREET LIGHT
	= PROPOSED SEWER LATERAL		= EXISTING REDUCER	SS	= SANITARY SEWER
	= PROPOSED CULINARY WATER LINE		= PROPOSED CATCH BASIN	TBC	= TOP BACK OF CURB
	= EXISTING CULINARY WATER LINE		= EXISTING CATCH BASIN	TOA	= TOP OF ASPHALT
	= PROPOSED SECONDARY WATER LINE		= PLUG W/ 2" BLOW-OFF	TOC	= TOP OF CONCRETE
	= EXISTING SECONDARY WATER LINE		= STREET LIGHT	TOFF	= TOP OF FINISHED FLOOR
	= PROPOSED SANITARY SEWER LINE		= SIGN	TOS	= TOP OF STAIRS
	= EXISTING SANITARY SEWER LINE		= POWER POLE	TOF	= TOP OF WALL
	= PROPOSED STORM DRAIN LINE		= BASEMENT FLOOR ELEVATION	TSW	= TOP OF SIDEWALK
	= EXISTING STORM DRAIN LINE		= BUILDING	UGP	= UNDERGROUND POWER
	= PROPOSED LAND DRAIN LINE		= BUILDING	W	= CULINARY WATER
	= EXISTING LAND DRAIN LINE		= BUILDING	WM	= WATER METER
	= PROPOSED IRRIGATION LINE		= BUILDING		= EXISTING ASPHALT PAVEMENT
	= EXISTING IRRIGATION LINE		= BUILDING		= PROPOSED ASPHALT PAVEMENT
	= EXISTING FENCE LINE		= BUILDING		= PROPOSED CONCRETE
	= PROPOSED FENCE LINE		= BUILDING		= PROPOSED GRAVEL
	= DRAINAGE SWALE		= BUILDING		= EXISTING CONTOUR GRADE
	= OVERHEAD POWER LINE		= BUILDING		= PROPOSED CONTOUR GRADE
	= PROPOSED FIRE HYDRANT		= BUILDING		= PROPOSED RETAINING WALL
	= EXISTING FIRE HYDRANT		= BUILDING		
	= PROPOSED MANHOLE				
	= EXISTING MANHOLE				
	= PROPOSED SEWER CLEAN-OUT				
	= EXISTING GATE VALVE				
	= PLUG & BLOCK				
	= AIR VAC ASSEMBLY				
	= DUAL SECONDARY METER				



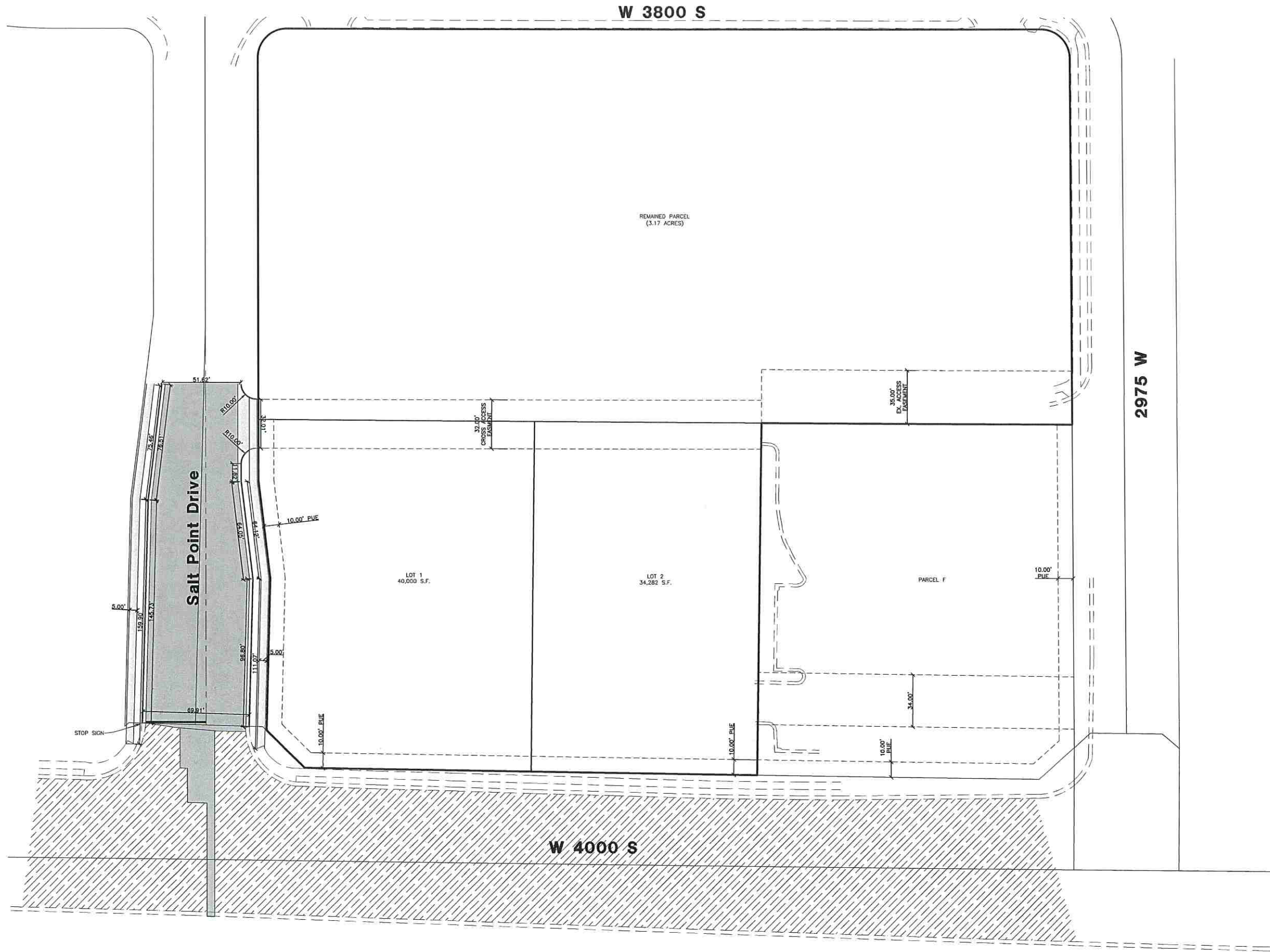
REVISIONS	DESCRIPTION	DATE

Salt Point Drive Access
3050 W 4000 S
WEST HAVEN CITY, WEBER COUNTY, UTAH

**Notes/Legend/
Street Cross-Section**



Project Info.
Engineer: J. NATE REEVE, P.E.
Drafter: Z. DECARIA
Begin Date: JUNE 2023
Name: SALT POINT DRIVE ACCESS
Number: 7562-15



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REVISIONS	DATE	DESCRIPTION

Salt Point Drive Access
3050 W 4000 S
WEST HAVEN CITY, WEBER COUNTY, UTAH

Site Plan

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafted: Z. DECARIA
Begin Date: JUNE 2023
Name: SALT POINT DRIVE ACCESS
Number: 7562-15

3

4 Total Sheets



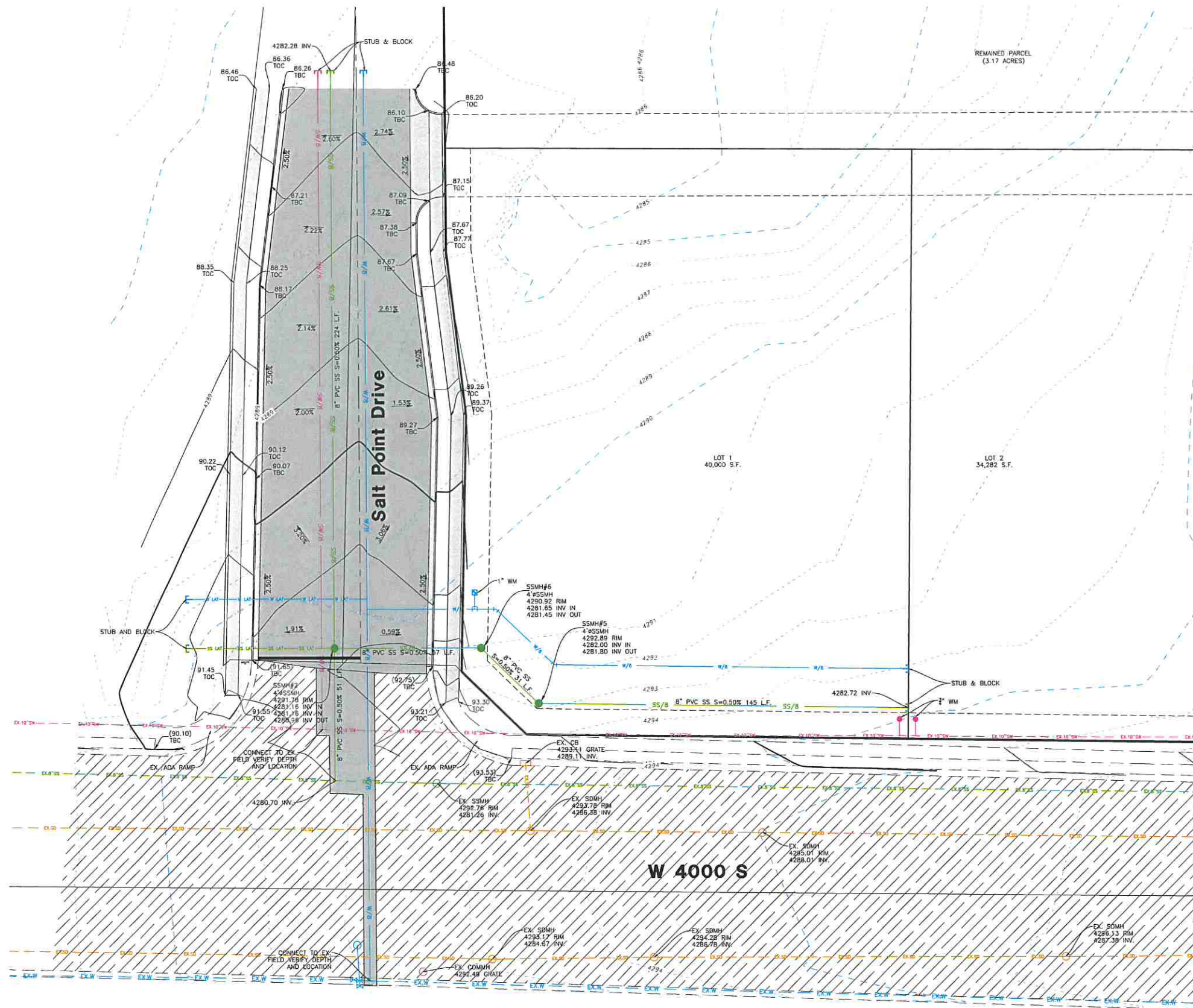
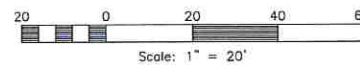
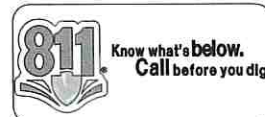
REVISIONS	DESCRIPTION
DATE	

Salt Point Drive Access
3050 W 4000 S
 WEST HAVEN CITY, WEBER COUNTY, UTAH
Grading/Utility



Project Info.
 Engineer: J. NATE REEVE, P.E.
 Drafter: Z. DECARIA
 Begin Date: JUNE 2023
 Name: SALT POINT DRIVE ACCESS
 Number: 7562-15

4
 Total Sheets



CITY COUNCIL

Meeting Date: July 19, 2023
Agenda Item: Discussion and Action on a Final Plat for a commercial subdivision located at approximately 3275 W 4000 S



Requested by: Aliko Murphy
Staff Review: .

EXECUTIVE SUMMARY

Currently, there are multiple parcels encompassing the project, and the applicant is replatting the property to consolidate those parcels into a single tax-id. The property is zoned C-3 and the request now is to combine three parcels into one to make it easier to sell off. Preliminary approval was granted at the July 12, 2023 Planning Commission meeting and final plat approval was recommended to the Council.

REVIEW & ANALYSIS

They have provided their updated legal description and updated plat. As a commercial plat, there are no minimum lot sizes or setbacks which need to be outlined. There are no public infrastructure facilities or designs which need to be reviewed by City staff. This is a plat which will consolidate multiple parcels into one.

POSSIBLE COUNCIL ACTION

Staff finds that the final plat is compliant with City standards and accordingly, it is Staff's position that the Council grant approval.

Exhibit A

SUBDIVISION APPLICATION



Subdivision Name Salt Point Subdivision Parcel A

Location 3275 W 4000 S

Parcel# 080340075, 080340073, 080340003

Phase 1 No. of Lots 1 Zone C3

Applicant name CW Land Co

Agent Name McKenna Christensen

Signed: McKenna Christensen Date: 6-28-2023
(Owner/Petitioner)

I authorize McKenna Christensen to act as my representative in all matters relating to this application.

[Signature]
(Owner)

(Agent as Authorized by Owner)

State of Utah)

§

County of Davis

On this 28th day of June, in the year 2023, before me, Chase Freebairn

a notary public, personally appeared Colin H. Wright, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and

acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

[Signature]



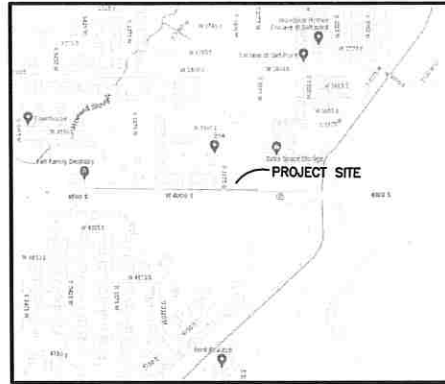
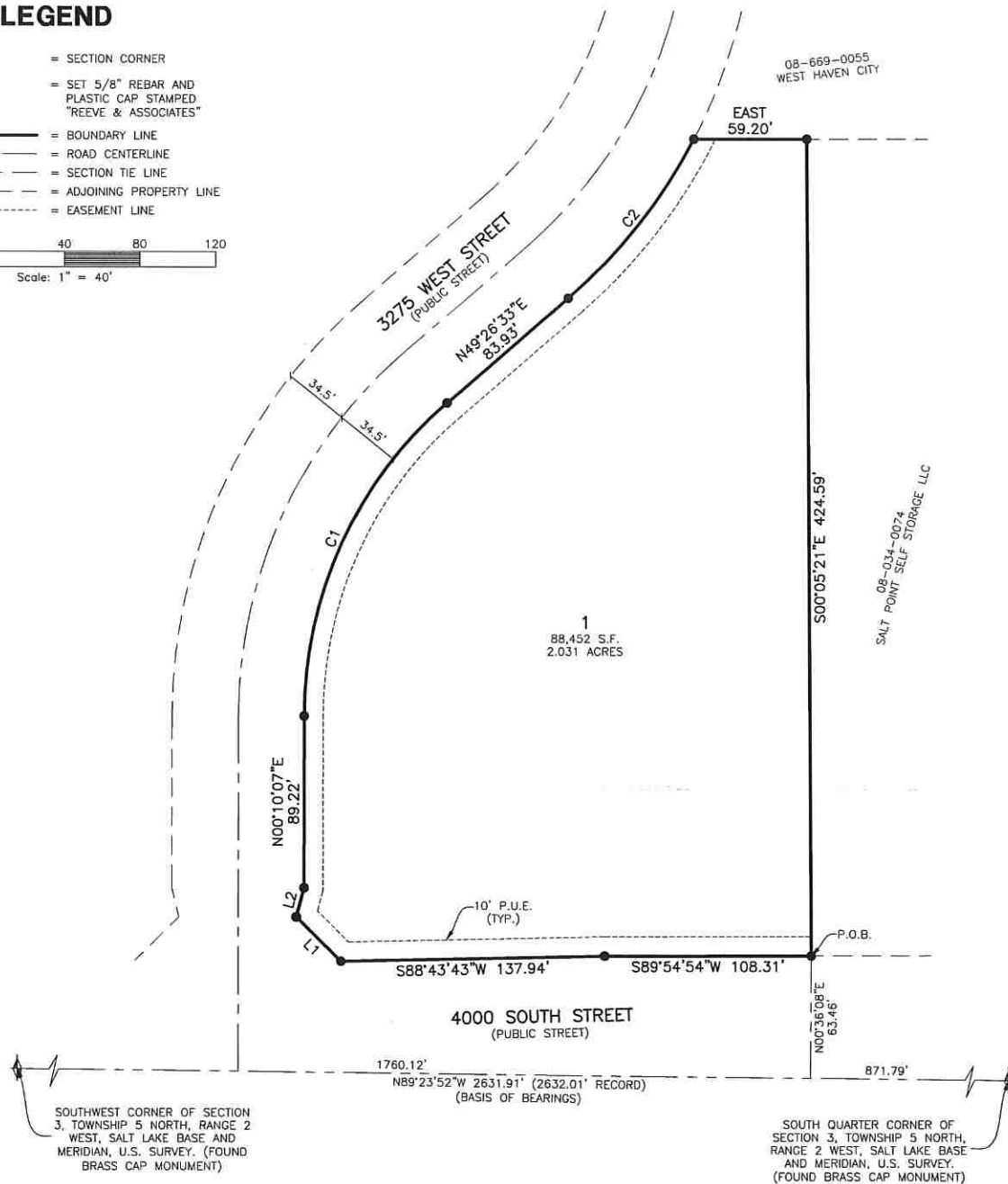
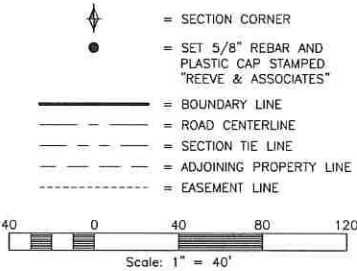
N/A	Received	N/A	Received	Letters of acknowledgment/approval/conditions from
				PRELIMINARY
☐				Affidavit of Understanding and Acceptance of Fees
		☐	☐	Secondary Water Company
		☐	☐	Culinary Water Company
		☐	☐	Fire District
		☐	☐	All other items required by City Planner
				FINAL

ALL APPLICABLE ITEMS MUST BE RECEIVED BEFORE BEING ADDED TO THE AGENDA.

SALT POINT SUBDIVISION PARCEL A

PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF WEST HAVEN, WEBER COUNTY, UTAH
JUNE, 2023

LEGEND



VICINITY MAP
SCALE: NONE

NARRATIVE

THE BOUNDARY WAS DETERMINED BY DEED AND EXISTING ROADS FROM EXISTING MONUMENTS AS SHOWN. ALL BOUNDARY CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE FOUND SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS NORTH 89°23'52" WEST.

BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 4000 SOUTH STREET, SAID POINT BEING NORTH 89°23'52" WEST 871.79 FEET AND NORTH 00°36'08" EAST 63.46 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3 (SAID SOUTH QUARTER CORNER BEING SOUTH 89°23'52" EAST 2631.91 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3); THENCE SOUTH 89°54'54" WEST 108.31 FEET; THENCE SOUTH 88°43'43" WEST 137.94 FEET; THENCE NORTH 45°39'43" WEST 32.83 FEET; THENCE NORTH 15°05'28" EAST 15.70 FEET; THENCE NORTH 00°10'07" EAST 89.22 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 215.50 FEET, AN ARC LENGTH OF 185.33 FEET, A DELTA ANGLE OF 49°16'26", A CHORD BEARING OF NORTH 24°48'20" EAST, AND A CHORD LENGTH OF 179.67 FEET; THENCE NORTH 49°26'33" EAST 83.93 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 284.50 FEET, AN ARC LENGTH OF 106.75 FEET, A DELTA ANGLE OF 21°29'52", A CHORD BEARING OF NORTH 38°41'37" EAST, AND A CHORD LENGTH OF 106.12 FEET; THENCE NORTH 90°00'00" EAST 59.20 FEET; THENCE SOUTH 00°05'21" EAST 424.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 88,452 SQUARE FEET OR 2.031 ACRES.

SURVEYOR'S CERTIFICATE

I, JASON T. FELT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD A LICENSE IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF SALT POINT SUBDIVISION PARCEL A IN WEST HAVEN, WEBER COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE WEBER COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF WEST HAVEN CITY, UTAH, CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

9239283

UTAH LICENSE NUMBER



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN HEREON AND NAME SAID TRACT, SALT POINT SUBDIVISION PARCEL A, AND GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 20____.

CW DEVELOPMENT GROUP LLC

NAME/TITLE

DATE

ACKNOWLEDGMENT

STATE OF UTAH) ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____, BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID LLC, AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID LLC FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES

NOTARY PUBLIC

LINE TABLE

LINE	BEARING	DISTANCE
L1	N45°39'43"W	32.83'
L2	N15°05'28"E	15.70'

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	215.50'	185.33'	179.67'	98.83'	N24°48'20"E	49°16'26"
C2	284.50'	106.75'	106.12'	54.01'	N38°41'37"E	21°29'52"



Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RICHVILLE, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

PROJECT INFO.

Surveyor: J. FELT
Designer: N. ANDERSON
Begin Date: 6-12-2023
Name: SALT POINT SUBDIVISION
Parcel A
Number: 7562-14
Revision: _____
Scale: 1"=40'
Checked: _____

WEST HAVEN CITY ENGINEER

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEST HAVEN CITY ENGINEER

THIS _____ DAY OF _____, 20____.

WEST HAVEN CITY ENGINEER

WEST HAVEN CITY PLANNING COMMISSION

APPROVED BY THE WEST HAVEN CITY PLANNING COMMISSION

THIS _____ DAY OF _____, 20____.

WEST HAVEN CITY CHAIRMAN

WEST HAVEN CITY ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED AND ACCEPTED BY WEST HAVEN CITY

THIS _____ DAY OF _____, 20____.

ATTEST

TITLE

WEST HAVEN CITY ATTORNEY

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEST HAVEN CITY ATTORNEY

THIS _____ DAY OF _____, 20____.

WEST HAVEN CITY ATTORNEY

WEBER COUNTY RECORDER

Entry No. _____ Fee Paid _____
Recorded, _____ Filed For Record And _____ At _____
In Book _____ Of The _____
Official Records, Page _____
Recorded For: _____

Weber County Recorder

Deputy.

RESOLUTION OF WEST HAVEN CITY ACCEPTING THE PROPOSAL OF WALL CONSULTANT GROUP; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND WALL CONSULTANT GROUP FOR PROPERTY ACQUISITION SERVICES; AUTHORIZING THE CITY MAYOR TO SIGN THIS RESOLUTION AND THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

WHEREAS, the City Council of West Haven City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution including, but not limited to entering into agreements regarding protecting the health, safety, and welfare of the public; and,

WHEREAS, the City has a desire to engage in property acquisitions involving certain City street expansions; and

WHEREAS, the City has put forth an RFP to get proposals that involve providing professional property acquisition services for West Haven City; and

WHEREAS, the City has received proposals in response to the RFP; and

WHEREAS, the City accepted the proposal of Wall Consultant Group to be able to provide this service; and

WHEREAS, the City Council feels that the best way to accomplish the goals outlined in the proposal is to enter into a service agreement with Wall Consultant Group; and

WHEREAS the City Council desires to now enter into an agreement with Wall Consultant Group according to their cost proposal; and,

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED by the City of West Haven as follows:

SECTION II. :

1. That the cost proposal of Wall Consultant Group, a copy of which is attached as Attachment A to this Resolution, was already adopted by the City Council.

2. That the City Manager is authorized to enter into a Professional Services Agreement (“Agreement”) between Wall Consultant Group and the City based on the cost proposal. The Professional Services Agreement is also attached as Attachment A to this Resolution.
3. That the City Manager is authorized to sign any and all documents necessary to affect this Agreement, including signing the Agreement itself.
4. That the Mayor is authorized to sign this Resolution adopting the Agreement.
5. The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of West Haven City.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the 19th day of July 2023.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WEST HAVEN CITY, STATE OF UTAH, on this 19th day of July 2023.

WEST HAVEN CITY

Mayor Rob Vanderwood

ATTEST:

City Recorder

VOTING:

____ YES ____ NO Mayor Rob Vanderwood
____ YES ____ NO Councilmember Carrie Call
____ YES ____ NO Councilmember Kim Dixon
____ YES ____ NO Councilmember Nina Morse
____ YES ____ NO Councilmember Ryan Saunders
____ YES ____ NO Councilmember Ryan Swapp

ATTACHMENT A

**COST PROPOSAL AND PROFESSIONEL SERVICES AGREEMENT OF WALL
CONSULTANT GROUP**

DRAFT

WCG PROFESSIONAL SERVICES AGREEMENT

ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 **CONSULTANT, et al.** CONSULTANT and its shareholders, directors, officers, agents, representatives, employees, consultants or any of them.
- 1.2 **CLIENT** A person or agency who engages the professional advice or services of another.
- 1.3 **Representatives** CONSULTANT and CLIENT shall each designate in writing a person authorized to act their representative. Said persons shall serve as sole intermediaries between CONSULTANT and CLIENT and shall be authorized to bind their respective principles.
- 1.4 **Professional Qualifications** WCEC CONSULTANT's Corporation, a Utah Company, dba – WCG is duly authorized and licensed to practice CONSULTANTing in the State of Utah. The CONSULTANT represents that it has the necessary expertise, experience, and is properly qualified and licensed for this work.
- 1.5 **Performance Standard** CONSULTANT's services hereunder shall be rendered consistent with and judged solely by the skill and care ordinarily exercised by members of the same profession performing like services in the State of Utah at the same time. CONSULTANT disclaims any and all warranties, express or implied, regarding the quality of its services or the instruments thereof, including but not limited to warranties of fitness, merchantability, or compliance with federal, state, or local laws, rules, regulations, ordinances, or design or building codes or standards.
- 1.6 **CONSULTANT as Independent Contractor** The CONSULTANT will furnish services as an independent contractor and not as an employee of the CLIENT. The CONSULTANT is not entitled to any medical coverage, life insurance, or participation in any benefits afforded to the CLIENT's regular employees. As an independent contractor, the CONSULTANT will be responsible for its own overhead costs and expenses (such as taxes, office space, employee benefits, etc.).
- 1.7 **CONSULTANT not to Engage in Conflicting Activities** During the time of this Agreement, the CONSULTANT will not enter into any activity, employment, or business arrangement which conflicts with CLIENT's interests or CONSULTANT's obligations under this Agreement. In view of the sensitive nature of CONSULTANT's status, the CLIENT shall have the option of terminating this Agreement at any time if, in its sole judgment, a conflict of interest exists or is imminent. The CONSULTANT will advise the CLIENT of its position with respect to any activity, employment, or business arrangement contemplated by the CONSULTANT, which may be relevant to this Paragraph.
- 1.8 **Proprietary Information** The CONSULTANT will treat as proprietary any information belonging to the CLIENT or any third parties disclosed to the CONSULTANT in course of CONSULTANT's services.
- 1.9 **Assignments** Neither party shall assign its rights or delegate its duties under this agreement without the prior, express, written consent of the other. CONSULTANT may subcontract services which would be subcontracted in the normal course of business without such consent.
- 1.10 **Supplied Information** CONSULTANT, et al. are entitled to rely on any and all information supplied by, through or on behalf of CLIENT and, absent an express agreement to do so, have no legal or contractual duty to verify the accuracy of such information. CLIENT waives any and all Claims against CONSULTANT, et al. arising out of actual or alleged deficiencies in any such information and agrees to hold harmless, indemnify and defend CONSULTANT, et al. therefrom; excepting those arising out of the indemnitee's sole negligence.
- 1.11 **Ownership of Documents** All plans, specifications, reports, notes, data, logs, diaries, and other documents, regardless of medium or content, prepared by or on behalf of CONSULTANT, et al. are instruments of their respective professional services and shall remain their property. Upon payment to CONSULTANT of all sums due hereunder, CLIENT is granted a non-exclusive, unassignable license to use said instrument on and for this project. Such instruments are intended for use solely by CLIENT as an integrated set on this project. Dissemination, modification or use on other projects of any and all such instruments without CONSULTANT's prior express written consent shall be at CLIENT's sole risk. CLIENT waives and agrees to hold harmless, indemnify and defend CONSULTANT, et al. from and against any and all Claims against CONSULTANT, et al. arising out of any such nonpermissive dissemination, modification or use; excepting those arising out of the indemnitee's sole negligence.
- 1.12 **Termination** Either party may terminate this Agreement upon 15 days notice by registered or certified mail, return receipt requested, addressed to the other party. The 15 days shall be measured from the date the notice is posted. If this Agreement is terminated by either party, the CLIENT shall only be liable for payment and consulting fees incurred as a result of work actually performed prior to the effective date of the termination and any work required to organize and deliver to the CLIENT any material developed during the course of the work.
- 1.13 **Amendments** This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. This Agreement constitutes the entire and integrated agreement between the parties and supersedes all prior or contemporaneous negotiations, representations and/or agreements, whether written or oral.

ARTICLE 2- COMPENSATION

- 2.1 **Progress Payments** CLIENT will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Invoices shall reflect billing for work performed by CONSULTANT during the month invoiced. Payment on an invoice is due upon receipt of the invoice. In the Event of a dispute regarding an invoice, CLIENT shall notify the CONSULTANT of the objection with fifteen (15) days from the date of the invoice, give reasons for the objection, and shall pay all undisputed amounts as per this Article. CONSULTANT may assess a carry charge of 1.5 percent per month on progress payments not made within thirty (30) days of the date of invoice, which charge CLIENT warrants will be paid on demand. Payment thereafter shall first be applied to accrued interest and then to the unpaid

principal. The additional charge shall not apply to any disputed amount resolved in favor of the CLIENT. CONSULTANT may, in its sole discretion and without notice, suspend its services hereunder should CLIENT not pay in full any amount invoiced within thirty (30) days of the date of invoice. CONSULTANT further reserves the right to withhold from CLIENT any instruments of CONSULTANT's services pending payment on CLIENT's account.

- 2.2 **Reimbursable Expenses** See attached Scope of Work and Fee Services Exhibits.

ARTICLE 3- SPECIAL TERMS AND CONDITIONS

- 3.1 **Access** CLIENT warrants timely access for CONSULTANT, et al. to all property reasonably necessary to the performance of their services.
- 3.2 **Problem Notification** CLIENT will provide prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the services being performed under this agreement. The purpose of the notice is to allow the CONSULTANT an opportunity to correct the problem consistent with its desire to provide quality CONSULTANTing services.

ARTICLE 4 – CLAIMS AND DISPUTES

- 4.1 **Claims (or Claim)** Shall be defined as any and all claims, actions, causes of action, rights, demands, liabilities, damages, costs, expenses, and/or fees (incl. expert and attorneys) of any nature whatsoever actually or allegedly, directly or indirectly arising out of or related to the project, whether or not accrued, known, suspected, discovered, discoverable, and/or latent.
- 4.2 **Dispute Resolution** Any dispute related to this agreement, either parties' performance hereunder, and/or CONSULTANT, et al.'s services shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or other formal adjudicative procedures.
- 4.3 **Limitation of Liability** In recognition and equitable allocation of the relative risks and benefits of the project, CLIENT limits, to the fullest extent permitted by law, the total aggregate liability of CONSULTANT, et al. to CLIENT and all contractors, subcontractors and suppliers on all Claims arising out of, on or related to the project, to the CONSULTANT's contract value or \$50,000, whichever is less. Prior to the initiation of CONSULTANT's services hereunder, this limit may be increased up to CONSULTANT's then effective insurance limit upon mutual agreement and CLIENT's payment of an additional fee of 0.5% of the amount of any increase in coverage. To the fullest extent permitted by law, CLIENT waives and agrees to hold harmless, indemnify and defend CONSULTANT, et al. from and against any and all Claims against CONSULTANT, et al. in excess of the limit established hereby; excepting those arising out of the indemnitee's sole negligence. CONSULTANT, et al. are not liable to CLIENT for consequential or incidental damages for any Claim.
- 4.4 **Jurisdiction; Venue** This agreement shall be interpreted and enforced according to the laws of the State of Utah. Venue of any litigation arising out of or related to this agreement, or the services hereunder provided shall be exclusively in Salt Lake County, State of Utah.
- 4.5 **Force Majeure** Any default in the performance of this agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: act of God, government, or public enemy; strike; embargo; fire, flood, epidemic, unusually severe weather and/or other extraordinary natural event or disaster; and/or quarantine.
- 4.6 **Attorneys Fees** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party as a result thereof, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.
- 4.7 **Severability Waiver** In the event any provision of this agreement is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver of a breach of any provision is not a waiver of a subsequent breach of the same or any other provision.
- 4.8 **Third Party Rights** No third-party beneficiary rights are created by this agreement, nor does this agreement create any cause of action in favor of any third party against either party hereto.
- 4.9 **Limitation Periods** Statutory periods of limitation for CLIENT Claims against CONSULTANT, et al., shall begin to run no later than the date of substantial completion, the date of occupancy of the project or the portion of the project as to which the Claim is made, or the date of abandonment of the project, whichever date is earliest.
- 4.10 **Mediation** In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (AAA) currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in Writing with the other party to this agreement and with the AAA. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Authority from Client for Notice to Proceed

Date:
Printed Name:
Title:

APPRAISALS

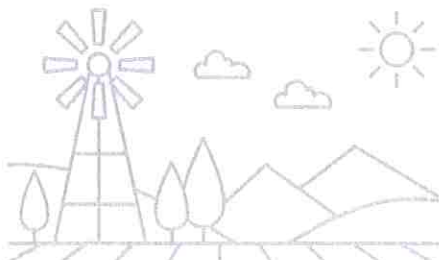
- 1 Appraisals will be completed in compliance with the Uniform Standards of Professional Appraisal practice (USPAP), the Uniform Act, C.F.R. 24.103, the Utah Relocation Assistance Act, Utah Code Section 57-12, Utah State Code Title 78B-6-522, the Code of Professional Ethics, and the Utah Department of Transportation (UDOT) FHW approved Right-of-Way Appraisal Manual.
- 2 For all appraisal report assignments, the landowner will be provided an opportunity to accompany the inspection of the subject property per current requirements.
- 3 Appraisal Reports will be completed and sent 3 weeks from the date of receipt of the instruments and the notice to proceed (NTP). An electronic copy of each appraisal report will be provided, hard copies upon request.
- 4 Each appraisal will be reviewed by an independent appraisal reviewer. The review will conform to required guidelines for appraisals and the reviewer will identify each appraisal report as recommended (as the basis for the establishment of the amount believed to be just compensation), accepted (meets all requirements, but not selected as recommended or approved), or not accepted as per 49 CFR Part 24.104.

ACQUISITIONS

- 1 Acquisitions will be completed in compliance with applicable Federal and State regulations, including the Uniform Standards of Professional Appraisal Practices (USPAP), Federal Uniform Relocation Act, Utah State Code Section 57-12, Code of Federal Regulations 49 CFR Part 24 and 23 CFR Part 710.
- 2 A live acquisition & appraisal tracking spreadsheet will be created and shared with the Agency.
- 3 An Administrative Compensation Estimate (ACE) will be performed for uncomplicated valuations under \$10,000 (with Agency approval) in accordance with 49 CFR Part 24.102(c).
- 4 Offer packages will be prepared per state & federal regulations, which include the Offer Letter, Offer to Purchase, Statement of Just Compensation, Contract, Deed/s, Easement/s, ROW maps, Ownership Record (if provided), Appraisal/ACE and the Ombudsman's Brochure.
- 5 Upon the Agency's approval of Just Compensation, negotiations commence.
- 6 A strong rapport will be established with landowners & every opportunity will be taken to reach a satisfactory outcome.
- 7 The ROW team will work with landowners & the Agency to maintain residential/commercial accesses.
- 8 Contract language modifications & administrative settlement approvals will be sent to the Agency for approvals.
- 9 An agent's log will be maintained throughout the entire acquisition process per state regulations, for all owner communications, offer milestones, contract language modifications and administrative settlement approvals.

10	Completed acquisition files will be compiled and submitted to the Agency for final execution. Includes additional closing documents.
11	When closings occur at the Title Company, the ROW team will forward all applicable documents and original deeds/easements for closing.
12	Weekly ROW updates will be sent to the Agency.
13	In the event that negotiations fail and a condemnation action must be pursued, a 4-Options Letter will be sent to the landowner. They will be advised that we will continue to try to reach a settlement through either negotiations, mediation, or the eminent domain process.
14	Assist the Utah Property Rights Ombudsman's by providing extensive documentation of all conversations and offers and will remain available if additional information or assistance is needed.
15	Completed condemnation files will be compiled and submitted to the Agency.
16	Monthly invoices will be sent to the Agency upon completed acquisition or condemnation files (voiding of parcels after offer has been presented applies).

ASSUMPTIONS: No total acquisitions or relocations.



TASK

COST PER PARCEL

ROW Acquisitions

\$2,500

TOTAL \$35,000 (14 parcels)

ADDITIONAL SERVICES (as needed)

COST PER PARCEL

Appraisals without severance damages

\$3,000

Appraisals with severance damages

\$4,000

Review Appraisals

\$900

Administrative Compensation Estimates (ACE)

\$800

Title / Closing Services

\$1,000 per transaction - amount is based on purchase price.
Does not include loan fees, lender fees or rollback tax fees.



APPRAISALS

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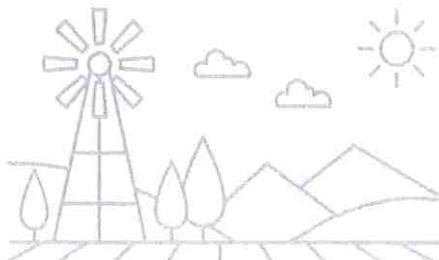
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ASSUMPTIONS: No total acquisitions or relocations.



TASK	COST PER PARCEL
ROW Acquisitions	\$2,500

TOTAL \$55,000 (22 parcels)

ADDITIONAL SERVICES (as needed)	COST PER PARCEL
Appraisals without severance damages	\$3,000
Appraisals with severance damages	\$4,000
Review Appraisals	\$900
Administrative Compensation Estimates (ACE)	\$800
Title / Closing Services	\$1,000 per transaction - amount is based on purchase price. Does not include loan fees, lender fees or rollback tax fees.



APPRAISALS

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ASSUMPTIONS: No total acquisitions or relocations.



TASK

COST PER PARCEL

ROW Acquisitions

\$2,500

TOTAL \$32,500 (13 parcels)

ADDITIONAL SERVICES (as needed)

COST PER PARCEL

Appraisals without severance damages

\$3,000

Appraisals with severance damages

\$4,000

Review Appraisals

\$900

Administrative Compensation Estimates (ACE)

\$800

Title / Closing Services

\$1,000 per transaction - amount is based on purchase price.
Does not include loan fees, lender fees or rollback tax fees.



Memo

To: Board of Trustees
From: Kevin Hall & Camille Cook
Date: June 21, 2023
Subject: Legislative Reporting Criteria

On June 12, 2023, the Central Weber Sewer Improvement District (District) Board of Trustees declared an intent to increase property tax above the certified rate. During this discussion, a request was made of Trustees to report to their legislative bodies. This report is intended to comply with a recent addition to Utah Code (17B-1-1003). To be compliant, this report should be heard before July 31, 2023. The notice attached to this memo contains the required elements of this report.

In addition, some of you requested that we include supporting information that was shared with you during the meeting. This may be helpful in making your reports.

Supporting Information

The District treats wastewater from 16 municipal entities, which collectively produced 30 million gallons per day (30 MGD) in 2023. There are 4 comparable District's along the Wasatch Front with a similar scope of responsibility. A recent comparison of the District to these peers is shown in Table 1. The District seeks to convey and treat wastewater from member entities in a cost efficient manner. The District has lower than average operating expenses when compared to these peer facilities.

The District went through the truth in taxation process in 2021, but due to increased property valuations, the District has not increased the property tax rate since 2012 and has sought to continue to operate efficiently but must respond to increasing operating expenses due to inflation in the cost of essential operating inputs such as chlorine which has increased 184% since June of 2021 and natural gas, which has increased 13.74% over the past year.

Table 1. Comparison to other Facilities

Facility	Miles of Collection Pipe	Average Flow, MGD	Number of FTEs	Employees per MG	Total Operating Expenses	\$ Per MG
Central Weber Sewer Improvement District	57	30.7	34	1.1	\$17,476,000	\$569,251
Average	36.7	27.4	54	2.0	\$21,878,797	\$896,422

NOTICE OF PROPOSED TAX INCREASE

Central Weber Sewer Improvement District

The Central Weber Sewer Improvement District is proposing to consider increasing its property tax revenue.

The Central Weber Sewer Improvement District tax on a \$477,000 residence would increase from \$126.19 to \$142.19, which is \$16.00 per year.

The Central Weber Sewer Improvement District tax on a \$477,000 business would increase from \$229.44 to \$258.53, which is \$29.09 per year.

If the proposed budget is approved, Central Weber Sewer Improvement District would increase its property tax budgeted revenue by 12.87% or \$1,355,000 above last year's property tax budgeted revenue excluding eligible new growth.

All concerned citizens or legislative entity representatives are invited to a public hearing on the tax increase.

PUBLIC HEARING

Date/Time: 08/14/2023 at 6:00 p.m.

Location: Admin Building, District Offices
2618 West Pioneer Road
Marriott-Slaterville, UT.

To obtain more information regarding the tax increase, citizens may contact Central Weber Sewer Improvement District at 801-731-3011 or visit www.centralweber.com.