RESOLUTION 23-07

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN SOUTH WEBER CITY AND SOUTH WEBER, LLC FOR THE DEVELOPMENT OF A COMMERCIAL DEVELOPMENT KNOWN AS GENERAL RV CENTER

WHEREAS, South Weber, LLC ("Developer") has submitted an application and received approval from South Weber City ("City") of the Preliminary/Final Plat for Weber Properties Subdivision located at approximately 475 East 6650 South in South Weber, Utah ("Site"); and

WHEREAS, Developer has entered into negotiations to purchase an additional 5.41 acres of real property commonly known as Parcel No. 13-358-0002 ("Additional Site") from the City; and

WHEREAS, Developer intends to develop the Site and the Additional Site into a commercial development known as the General RV Center ("Project"); and

WHEREAS, the City and Developer have worked together in good faith to conceptualize the Project, resolving issues related to roadways, building siting, infrastructure, pedestrian connections, and community needs at and around the Site; and

WHEREAS, the City and Developer acknowledge and agree that development of the Project will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Site, creating automotive and pedestrian connectivity, expanding economic development within the City, creating job growth and vocational training opportunities within the City, and increasing property tax, sales tax, and other revenues to the City; and

WHEREAS, the City and Developer acknowledge that except for the availability of certain incentives from the City, the Project would not be feasible, and Developer would not be willing to purchase the Site and proceed with development of the Project; and

WHEREAS, the City and Developer have cooperated in the preparation of a Development Agreement setting forth their mutual commitments for developing the Site, which commitments include creation of a Community Redevelopment Area, construction and reimbursement for all costs associated with the design, construction, and installation of public improvements on the Site, deferral and eventual waiver of impact fees, generation of sale tax revenue, and exemption from future real estate taxes; and

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

Section 1. Approval: The Development Agreement is hereby approved as included in Exhibit 1.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 28th day of February, 2023.

Roll call vote is as follows: Council Member Halverson (FOR)AGAINST Council Member Petty FOR AGAINST Council Member Soderquist (FOR) AGAINST FOR AGAINST Council Member Alberts Fi WEBER FOR AGAINST Council Member Dills OFFICIAL Attest: Lisa Smith, Recorder Rod Westbroek, Mayor SEAL ? LINDOD

DEVELOPMENT AGREEMENT

Dated the 28th day of February, 2023

By and Between

South Weber City

and

South Weber, LLC

DEVELOPMENT AGREEMENT FOR

475 E 6650 S, SOUTH WEBER, UT

This Development Agreement (hereinafter "Agreement") is entered into on February 28, 2023, by and between South Weber, LLC, ("Developer") and South Weber City (hereinafter "City") (individually "Party" and collectively the "Parties") for the purpose of achieving various aims and objectives related to the development of approximately 17.97 acres of real property located at the address of 475 E 6650 S, South Weber, Utah, and more particularly described on Exhibit 1 attached hereto and incorporated herein by reference (the "Site"). Attached hereto as Exhibit 2 and incorporated by this reference is a site plan that depicts the proposed development of the Site.

RECITALS

- A. Whereas Developer has entered into an agreement for purchase of the Site.
- B. Whereas Developer has entered into negotiations to purchase an additional 5.41 acres of real property commonly known as Parcel No. 13-358-0002 (the "Additional Site") from the City.
- C. Whereas Developer desires to develop and otherwise improve the Site and Additional Site as a commercial development known as General RV Center (the "**Project**").
- D. Whereas the Parties have worked together in good faith to conceptualize the Project resolving issues related to roadways, building siting, infrastructure, pedestrian, and community needs at and around the Site.
- E. Whereas development of the Site, pursuant to this Agreement, is acknowledged by the Parties to be consistent with Utah's Land Use Development and Management Act and the City's applicable Commercial-Highway (C-H) zone designation, and shall benefit the City, Developer, and the public.
- F. Whereas the Parties acknowledge that development of the Project pursuant to this Agreement will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Site, creating automotive and pedestrian connectivity, expanding economic development within the City, creating job growth and vocational training opportunities, increasing property tax, sales tax, and other revenues to the City.
- G. The Parties acknowledge that except for the availability of certain incentives from the City, the Project would not be feasible, and Developer would not be willing to purchase the Site and proceed with development of the Project.
- H. Whereas development of the Site pursuant to this Agreement will also result in significant benefits to Developer by providing assurances to Developer that it will have the ability to develop the Site in accordance with this Agreement.
- I. Whereas the Parties enter into this Agreement to memorialize and set forth the arrangements that each of the Parties agree are necessary to develop the Project in an efficient and effective manner.

- J. Whereas the City can only be bound by action of the City Council.
- K. Whereas the Parties have cooperated in the preparation of this Agreement.
- L. Whereas the Parties desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Site and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

NOW, THEREFORE, each of the Parties for and in consideration of mutual promises and other good and valuable consideration, does covenant and agree as set forth herein.

ARTICLE 1 - DEFINITIONS

The following capitalized terms have the meanings and content set forth in this Article 1, wherever used in this Agreement.

1.1 <u>City</u>

The term "City" means South Weber City, a political subdivision of the State of Utah.

1.2 Development Plans

The term "**Development Plans**" are the plans provided to the City by the Developer as required by City code for site plan review and subdivision and which have been realized to a design development level of design and depict the development of the Project on the Site and any Public Improvements to be installed in conjunction with the Project. Attached hereto as **Exhibit 3** are copies of the Development Plans.

1.3 <u>Developer</u>

The term "**Developer**" means South Weber, LLC, or any special purpose LLC that is managed by General RV Center or its affiliates.

1.4 <u>Private Improvements</u>

The term "**Private Improvements**" means the improvements contemplated under this Agreement to be constructed or installed by the Developer on the Site, as more particularly described in **Exhibit 2** and **3** including all buildings/structures, together with all parking, internal drive lanes, internal sewer, internal water, internal storm sewer, internal curbs and gutters, internal sidewalks and landscaping on the Site, as required by City codes, rules and regulations; all of which are intended to be privately owned and maintained, exclusively benefit the Site, and which are specifically identified in the submitted civil drawings.

1.5 <u>Public Improvements</u>

The term "**Public Improvements**" means the improvements contemplated under this Agreement to be constructed or installed by the Developer off the Site or for the benefit of the public at large, as more particularly described in **Exhibits 2** and **3** including irrigation piping, a new sidewalk/walking path, a new landscaped park strip and a new CMU firewall as required by City codes, rules and regulations or by other jurisdictions with authority.

ARTICLE 2 – OBLIGATIONS

The Developer hereby agrees as follows regarding the construction, installation, and operation of Private and Public Improvements:

2.1 <u>Developer</u>

The Developer agrees, at its expense, to undertake the construction and installation of both Private and Public Improvements. The Developer shall construct and install all the Public and Private Improvements without expense to the City. The Developer shall prepare the Site for construction or installation of the Public and Private Improvements and construct and install said Public and Private Improvements in such a manner that the development shall meet applicable zoning, building, parking, landscaping, sign and other ordinances and regulations except for those modifications set forth in **Exhibit 4, or otherwise approved on the Site Plan**.

ARTICLE 3 - CONSTRUCTION REQUIREMENTS, ETC.

3.1 <u>Issuance of Permits</u>

The Developer shall have the sole responsibility for obtaining all necessary permits and approvals to construct and install the Public and Private Improvements and shall make application for such permits and approvals directly to the City's Building Department, other appropriate agencies, departments, or jurisdictions with authority, as required.

3.2 <u>Times for Construction</u>

The Developer agrees to use its reasonable business judgment to determine when to commence the development of the Site. Construction commencement depends on numerous factors outside of the control of Developer. As such, the Project's Site Plan review documentation and attendant approvals shall expire two (2) years after their issuance. Developer can request two (2) twelve (12) month extensions if done in writing to the Zoning Administrator at least 30 days prior to the end of the initial two (2) year period or first extension.

3.3 Access to Site

The Public and Private Improvements shall be subject to inspection by representatives of the City. The Developer shall permit access to the Site by the City for purposes of inspection, and, to the extent necessary, to carry out the purposes of this and other sections or provisions of this Agreement. Inspections shall be made during reasonable business hours and shall be made in accordance with standard Project safety guidelines.

ARTICLE 4 - MISCELLANEOUS PROVISIONS

4.1 <u>Development Incentives</u>

The City shall provide certain incentives for the development of the Project as follows:

a. Within twelve (12) months of the date of this Agreement, the City, at its sole cost and expense, shall take all steps reasonably necessary to create a Community Reinvestment Area ("**CRA**") incorporating the Site. Upon creation of the CRA and conditioned on the decisions made by the various taxing entities within the CRA, the Parties shall enter into

a Tax Increment Financing Agreement in substantially the form of **Exhibit 5** attached hereto, which shall grant to Developer a property tax exemption for a period of ten (10) years of the tax exemptions duly authorized by the various taxing entities within the CRA.

- b. City shall reimburse Developer for all costs associated with the design, construction and installation of the Public Improvements in an amount not to exceed \$155,000.00 (the "**Reimbursement Amount**"), which includes costs not to exceed \$50,000.00 for a new sidewalk/walking path, \$45,000.00 for a new landscaped park strip and \$60,000.00 in fencing upgrades for approximately 1,430 linear feet of six-foot (6') wrought iron fence along the southern boundary of the Property. In the event the City agrees to waive any Public Improvement requirements, the Reimbursement Amount shall be reduced proportionally. Upon receipt of final site plan and subdivision approval, the Parties shall execute and deliver a Reimbursement Agreement in substantially the form of **Exhibit 6** attached hereto.
- c. Upon issuance of a building permit for the Project, the City shall defer payment of any impact fees owed in relation to the Site in the estimated amount of \$413,182.00 for a period of five (5) years from the date on the building permit ("Five-year Period"). In the event the Project generates at least Sixty Million Dollars (\$60,000,000.00) in taxable revenue during the Five-year Period, the City shall permanently waive any impact fees owed in relation to the Site. The Parties shall cooperate and execute any further documents reasonably necessary to effectuate this waiver.

4.2 <u>Additional Site</u>

In the event the Developer and the City enter into a final agreement for purchase of the Additional Site, the City and Developer shall cooperate in good faith to negotiate the terms of developing the Additional Site.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

- 5.1 The Developer agrees to not discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any improvements erected or to be erected thereon, or any part thereof.
- 5.2 The Parties recognize that the Public and Private Improvements represented in the Design Development Plans represent Developer's best attempt to estimate project economics, infrastructure design, market dynamics, project sequencing, and site layout to achieve the City's goals and objectives. Both parties acknowledge that these development assumptions are subject to change due to additional information such as further architectural and systems design, civil engineering, and other conditions which are unknown at this moment. Minor changes to the Development Plans by the Developer may be approved, as authorized by the City Code.
- 5.3 A notice or communication under this Agreement, by a Party to the other Party, shall be considered delivered, if given in writing by personal service, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such Party as follows:

In the case of a notice or communication to the City:

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

With a copy to:

Jayme Blakesley Hayes Godfrey Bell, PC 2118 East 3900 South, Suite 300 Holladay, Utah 84124

In the case of a notice or communication to the Developer:

General RV Center Attn: John Balice 25000 Assembly Park Dr Wixom, MI 48393

With a copy to:

Kirton McConkie Attn: Jessica Rancie 50 East South Temple, Suite 400 Salt Lake City, UT 84111

Or, addressed in such other way in respect to a Party as that Party may, from time to time, designate in writing dispatched as provided in this Section.

5.4 <u>Attachments/Recitals</u>

All exhibits referred to in this Agreement as being attached, or to be attached, are incorporated herein and made a part hereof as if set forth in full and are binding upon the Parties to this Agreement.

5.5 <u>Headings</u>

Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

5.6 Successors and Assigns of Developer

This Agreement shall be binding upon the Developer and its successors and assigns. Where the term "Developer" is used in this Agreement, it shall mean and include the successors and assigns of the Developer.

5.7 Agreement to Run with the Land

The Parties agree that this fully executed Agreement is to run with the land of the Site and that this fully executed Agreement shall be recorded on the property of the Site with the Davis County Record's Office.

5.8 <u>Mutual Drafting</u>

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.

5.9 <u>No Waiver</u>

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

5.10 <u>Severability</u>

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.

5.11 <u>Attorney's Fees</u>

In the event of a default hereunder, the defaulting Party agrees to pay all costs incurred by the other Party in enforcing this Agreement, including reasonable attorney's fees, whether by inhouse counsel or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

5.12 <u>Governing Law</u>

This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

5.13 Entire Agreement and Amendments

This Agreement and all attachments 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

5.14 Counterparts

This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

5.15 <u>Time</u>

Time is of the essence of this Agreement and its attachments.

5.17 <u>Authority</u>

The Parties to this Agreement each warrant that they have the necessary authority to execute this Agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf and the Developer has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

SOUTH WEBER, LLC

Name: Its: Date

Date

SOUTH WEBER CITY

David Larson City Manager

Attest:

City Recorder / Lisa Smith

Approved as to form:

City Attorney Jayme Blakesley

- Exhibit 1: Legal Description of Site
- Exhibit 2: Site Plan
- Exhibit 3: Development Design Plans
- Exhibit 4: Code Modification Table
- Exhibit 5: Tax Increment Financing Agreement
- Exhibit 6: Reimbursement Agreement

EXHIBIT 1

[Legal Description]

A PART OF THE NORTHWEST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 29, THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29. BEING LOCATED NORTH 89°07'40" WEST 108.08 FEET (BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 WHICH BEARS NORTH 89°07'40" WEST NAD 83 STATE PLANE GRID BEARING) FROM THE NORTHEAST QUARTER OF SAID SECTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 475 EAST: RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°29'39" EAST 31.52 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 10°30'37" EAST 550.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 84; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 69°00'40" EAST 764.48 FEET; (2) SOUTH 54°14'40" EAST 249.65 FEET; (3) SOUTH 61°40'56" EAST 199.87 FEET; (4) SOUTH 52°09'21" EAST 151.07 FEET; THENCE SOUTH 82°57'31" WEST 196.36 FEET; THENCE SOUTH 07°07'49" EAST 198.86 FEET; THENCE SOUTH 50°41'10" EAST 22.70 FEET; THENCE SOUTH 07°02'29" EAST 114.17 FEET TO THE RIGHT-OF-WAY LINE OF OLD FORT ROAD; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) NORTH 85°35'49" WEST 889.13 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT 466.96 FEET, HAVING A RADIUS OF 311.00 FEET, A CENTRAL ANGLE OF 86°01'41", ANDWHICH CHORD BEARS NORTH 42°34'59" WEST 424.31 FEET; (3) NORTH 02°29'39" EAST 3.15 FEET TO THE POINT OF BEGINNING.

EXHIBIT 2

[Site Plan]

CONSTRUCTION DOCUMENTS SOUTH WEBER CITY, DAVIS COUNTY, UTAH

TRAFFIC CONTROL & SAFETY NOTES

1. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT STATE OF UTAH DEPARTMENT OF TRANSPORTATION MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, AND THE CURRENT CITY STANDARD DRAWING, AND SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO ANY WORK.

2. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE CITY TRAFFIC ENGINEER, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.

3. 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.

4. 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 CITY TRAFFIC ENGINEER FOR REVIEW AND APPROVAL

5. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER

6. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.

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 CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES THAT HE 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, 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.

SANITARY SEWER GENERAL NOTES

- 1. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS.
- 2. ALL GRAVITY SANITARY SEWER LINES SHALL BE SDR-35 PVC MATERIAL. SEWER LINE CONSTRUCTION AND MATERIALS SHALL CONFORM TO ASTM STANDARDS AND SPECIFICATIONS.
- 3. DISTANCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT.
- 4. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS, GROUT AND STEEL SHIMS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS. ALL FRAMES SHALL BE ADJUSTED TO FINAL GRADE.
- 5. ALL SANITARY SEWER MAIN TESTING SHALL BE IN ACCORDANCE WITH THE CITY STANDARDS AND SPECIFICATIONS. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE PUBLIC WORKS SANITARY SEWER DEPARTMENT HEAD PRIOR TO FINAL ACCEPTANCE.
- 6. COMPACTION TESTING OF ALL TRENCHES WITH THE PROJECT SITE MUST BE ATTAINED AND RESULTS SUBMITTED TO THE CITY ENGINEER PRIOR TO FINAL ACCEPTANCE.
- 7. CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING STRUCTURES AND IMPROVEMENTS DURING INSTALLATION OF SANITARY SEWER LINE.
- 8. WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER/ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.
- 9. CAMERA TESTING AND PRESSURE TESTING PER CITY STANDARD.



RV GENERAL

GENERAL NOTES

1. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION OF SITE IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH BY THE CITY ENGINEER, PLANNING, CODES AND SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY.

2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND OR ELEVATION 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 UPON 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 THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE DESIGNATED PUBLIC WORKS INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY. OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS.

4. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE CITY AND ALL UTILITY COMPANIES INVOLVED WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH A MINIMUM DISRUPTION OF SERVICE.

5. THE CONTRACTOR SHALL HAVE ONE (1) COPY OF APPROVED PLANS, AND ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON SITE AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.

7. IF DURING THE CONSTRUCTION PROCESS CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES, WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.

8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED AND RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT DRAWINGS ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE, AND AVAILABLE TO THE CITY INSPECTOR AT ALL TIMES.

11. THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS. IN GENERAL, STORM SEWER AND SANITARY SEWER SHOULD BE CONSTRUCTED PRIOR TO INSTALLATION OF WATER LINES AND DRY UTILITIES.

12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL UTILITY RELOCATIONS CONSISTENT WITH THE CONTRACTORS SCHEDULE FOR THIS PROJECT. WHETHER SHOWN OR NOT SHOWN AS IT RELATES TO THE CONSTRUCTION ACTIVITIES CONTEMPLATED IN THESE PLANS

SWPPP GENERAL NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY THE CITY AND STATE

2. ALL STRUCTURAL EROSION MEASURES SHALL BE INSTALLED AS SHOWN ON THE SWPP PLAN. PRIOR TO ANY OTHER GROUND-DISTURBING ACTIVITY. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR, UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.

STORM SEWER GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING: A)OBTAIN ALL REQUIRED PERMITS FROM THE CITY OR REGULATORY AGENCIES, INCLUDING PERMITS TO WORK IN THE RIGHT-OF-WAY. B)RESTORATION OF EXISTING IMPROVEMENTS INCLUDING BUT NOT LIMITED TO FENCES, SOD, LANDSCAPING, PAVEMENT, SPRINKLER, SYSTEM.

C)VERIFICATION AND PROTECTION OF ALL EXISTING IMPROVEMENTS WITHIN THE LIMITS OF CONSTRUCTION. D)PROVIDING AS-BUILT DRAWINGS TO THE CITY AND THE ENGINEER. E) ALL PERMITTING, DEVELOPMENT, LOCATION, CONNECTION AND INSPECTION AND SCHEDULING FOR SUCH.

2. ALL STORM SEWER CONNECTIONS SHALL BE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS

3. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS, GROUT, AND STEEL SHIMS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS AND PLANS. ALL FRAMES SHALL BE ADJUSTED TO FINAL GRADE PRIOR TO PLACEMENT OF ASPHALT PAVING.

4. COMPACTION OF ALL TRENCHES WITHIN THE PROJECT SITE MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE ENGINEER AND THE CITY PRIOR TO FINAL ACCEPTANCE.

5. ALL STORM DRAIN PIPES IN THE CITY RIGHT-OF-WAY SHALL BE RCP CL III.

6. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING LIDS. ALL STORM SEWER LIDS SHALL BE LABELED "STORM DRAIN".

7. WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER/ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.

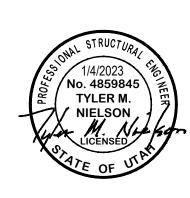
GENERAL GRADING NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST APWA STANDARDS AND SPECIFICATION FOR PUBLIC WORKS AND THE CITY STANDARDS. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATIONS AND ENTRIES. FINISHED GRADE AT FOUNDATION FOR WOOD FRAMED STRUCTURES SHALL BE 8 INCHES BELOW TOP OF FOUNDATION AND DRAINAGE SHALL BE A MINIMUM OF 5% WITHIN 10 FEET FROM THE BUILDING.
- 2. MAXIMUM SLOPES SHALL BE 3:1 FOR CUT AND FILL UNLESS OTHERWISE NOTED.
- 3. COMPACTION REQUIREMENTS AND TESTING SHALL BE PERFORMED TO MEET THE CITY STANDARDS
- 4. NO FILL SHALL BE PLACED UNTIL VEGETATION HAS BEEN REMOVED AND SUB-GRADE PREPARED PER THE SOILS REPORT
- 6. CONTRACTOR SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN BY INSTALLING BMP'S PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES. CONTACT THE CITY INSPECTOR FOR INSPECTION.
- 7. ALL RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ALL SUBSEQUENT REPORTS, ADDENDUM ETC. SHALL BE CONSIDERED A PART OF THIS GRADING PLAN AND SHALL BE COMPLIED WITH.
- 8. THE CONTRACTOR SHALL CONTACT BLUE STAKES FOR LOCATION MARKING PRIOR TO COMMENCING EXCAVATION ACTIVITIES.

- 12. PRIOR TO TAKING WATER FROM A CITY FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE WATER UTILITY TO OBTAIN A WATER METER.

CULINARY WATER GENERAL NOTES

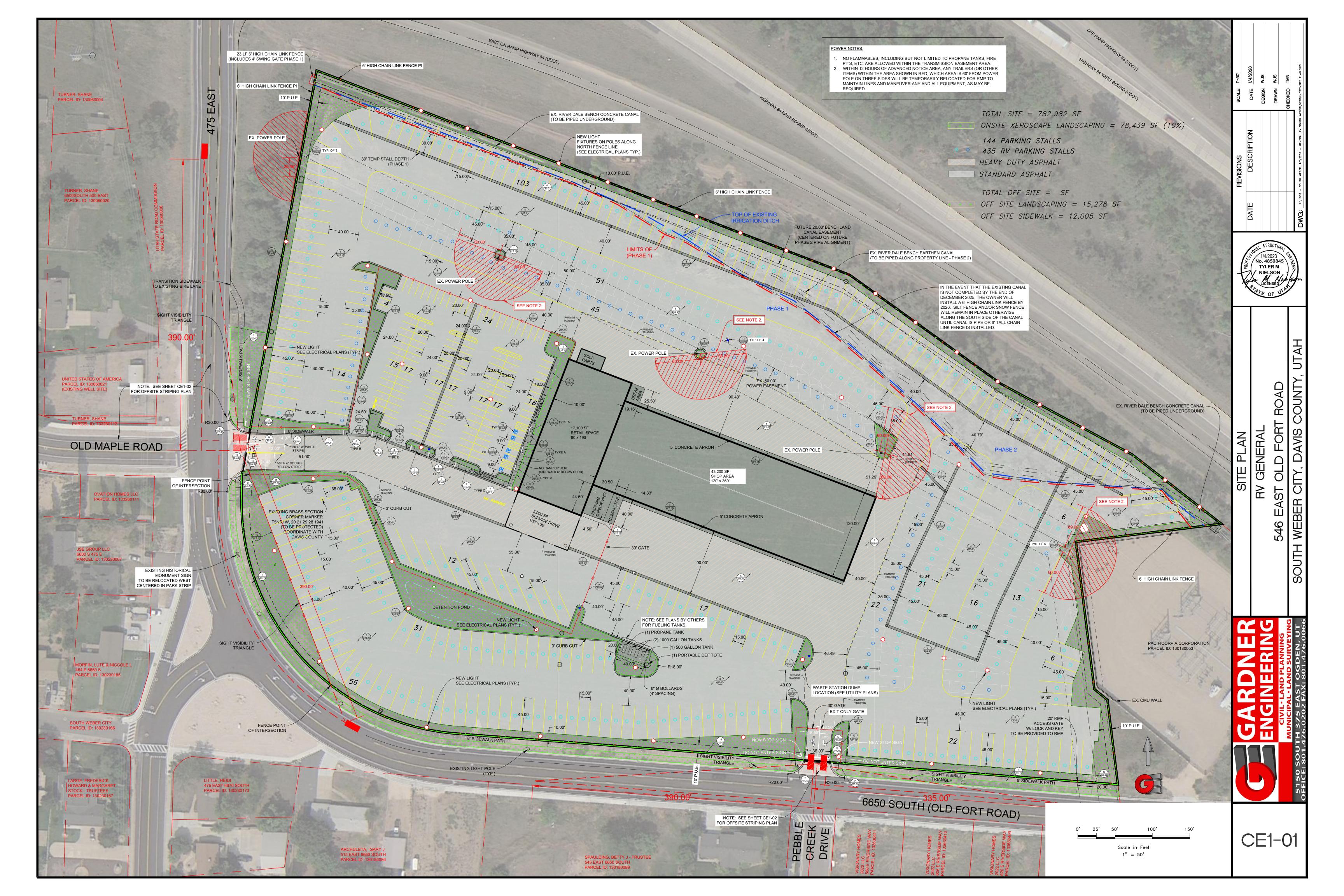
- 1. ALL INSTALLATION AND MATERIALS SHALL CONFORM TO WATER UTILITY STANDARDS, SPECIFICATIONS AND PLANS.
- 2. THRUST BLOCKING IS REQUIRED AT ALL BENDS AND FITTINGS. TIE RODS SHALL BE USED AT ALL BENDS AND FITTINGS WHERE THRUST BLOCKS DO NOT BEAR AGAINST UNDISTURBED SOIL.
- 3. ALL WATERLINES AT SEWER CROSSINGS SHALL BE LOCATED ABOVE AND HAVE AN 18-INCH VERTICAL SEPARATION FROM THE SEWER PIPE. IF THIS IS NOT PROVIDED. THE WATERLINE SHALL BE INSTALLED WITH 20 L.F. OF CONCRETE CASING CENTERED OVER THE SEWER PIPE.
- 4. DISINFECTION TESTS SHALL BE PERFORMED BY THE WATER UTILITY WITH COOPERATION FROM THE CONTRACTOR IN PERFORMING ANY NECESSARY EXCAVATION AND SUBSEQUENT BACKFILLING AT NO COST TO THE CITY.
- 5. CHLORINATION OF COMPLETED WATER LINE. THE NEW WATER LINES SHALL BE DISINFECTED BY CHLORINATION. THE CONTRACTOR WILL BI RESPONSIBLE FOR ALL RELATED COSTS AND FEES RELATED TO THE CHLORINATION OF THE COMPLETED WATER LINE. THIS TEST SHALL BE PERFORMED PRIOR TO CONNECTION OF THE NEW WATER LINES TO THE EXISTING WATER SYSTEM. THE CONTRACTOR SHALL NOTIFY THE WATER UTILITY AT LEAST 24 HOURS BEFORE THE CHLORINATION IS DESIRED.
- 6. A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET SHALL BE MAINTAINED FROM SANITARY SEWER MAINS.
- 7. UNLESS OTHERWISE SPECIFIED, ALL WATERLINES SHALL BE AWWA C900 PVC CLASS 150, PER ASTM D2241.
- 8. CONTRACTOR SHALL LOCATE VALVES PRIOR TO CONNECTION WITH EXISTING SYSTEM, BUT SHALL NOT OPERATE ANY VALVE WITHOUT PERMISSION FROM THE WATER UTILITY.
- 9. ALL WATER MAINS, VALVES, FIRE HYDRANTS, SERVICES AND APPURTENANCES SHALL BE INSTALLED, TESTED, AND APPROVED PRIOR TO PAVING.
- 10. THERE SHALL BE A WATER SUPPLY TO THE DEVELOPMENT BEFORE ANY WOOD CONSTRUCTION STARTS.
- 11. THE WATER UTILITY REQUIRES THE USE OF CORROSION RESISTANT MATERIALS FOR ALL CULINARY WATER IMPROVEMENTS. SPECIFICALLY, ROMAC BLUE BOLTS OR STAINLESS STEEL BOLTS MUST BE USED ON ALL FITTINGS, FURTHER, ALL METAL FITTINGS SHALL BE POLY WRAPPED.

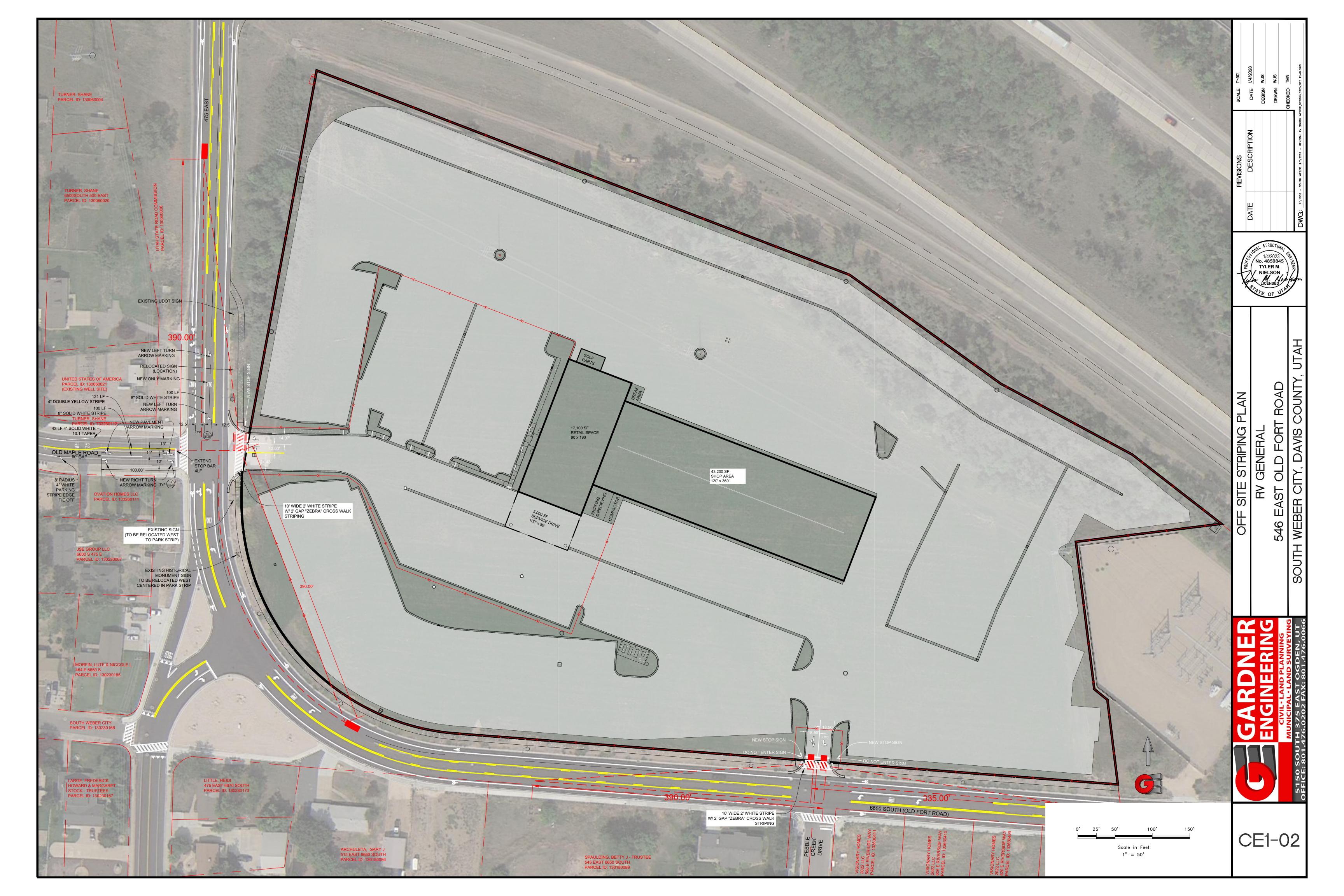


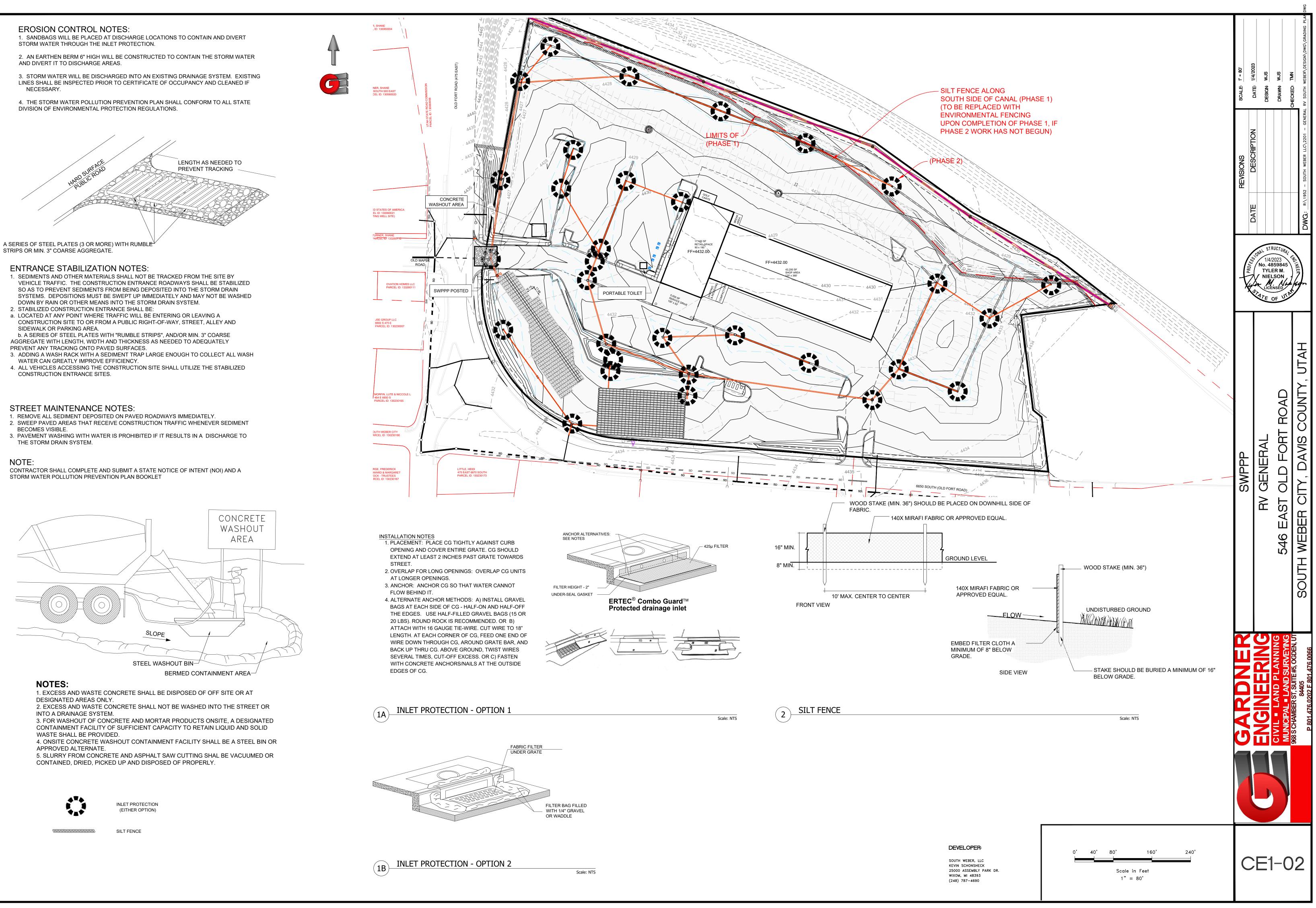
- 5. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS
- 9. CITY MAY REQUIRE A PRE-CONSTRUCTION MEETING BEFORE A PERMIT IS ISSUED.
- 10. STREETS ADJACENT TO THE PROJECT SHALL BE CLEAN AT ALL TIMES
- 11. CONTRACTOR IS RESPONSIBLE FOR ARRANGING FOR ALL REQUIRED INSPECTIONS.

ALL IMPROVEMENTS TO CONFORM TO CURRENT CITY STANDARDS AND SPECIFICATIONS CULINARY WATER IMPROVEMENTS TO CONFORM TO THE WATER UTILITY'S STANDARDS AND SPECIFICATIONS SECONDARY WATER IMPROVEMENTS TO CONFORM TO THE SECONDARY WATER UTILITY'S STANDARDS AND SPECIFICATIONS

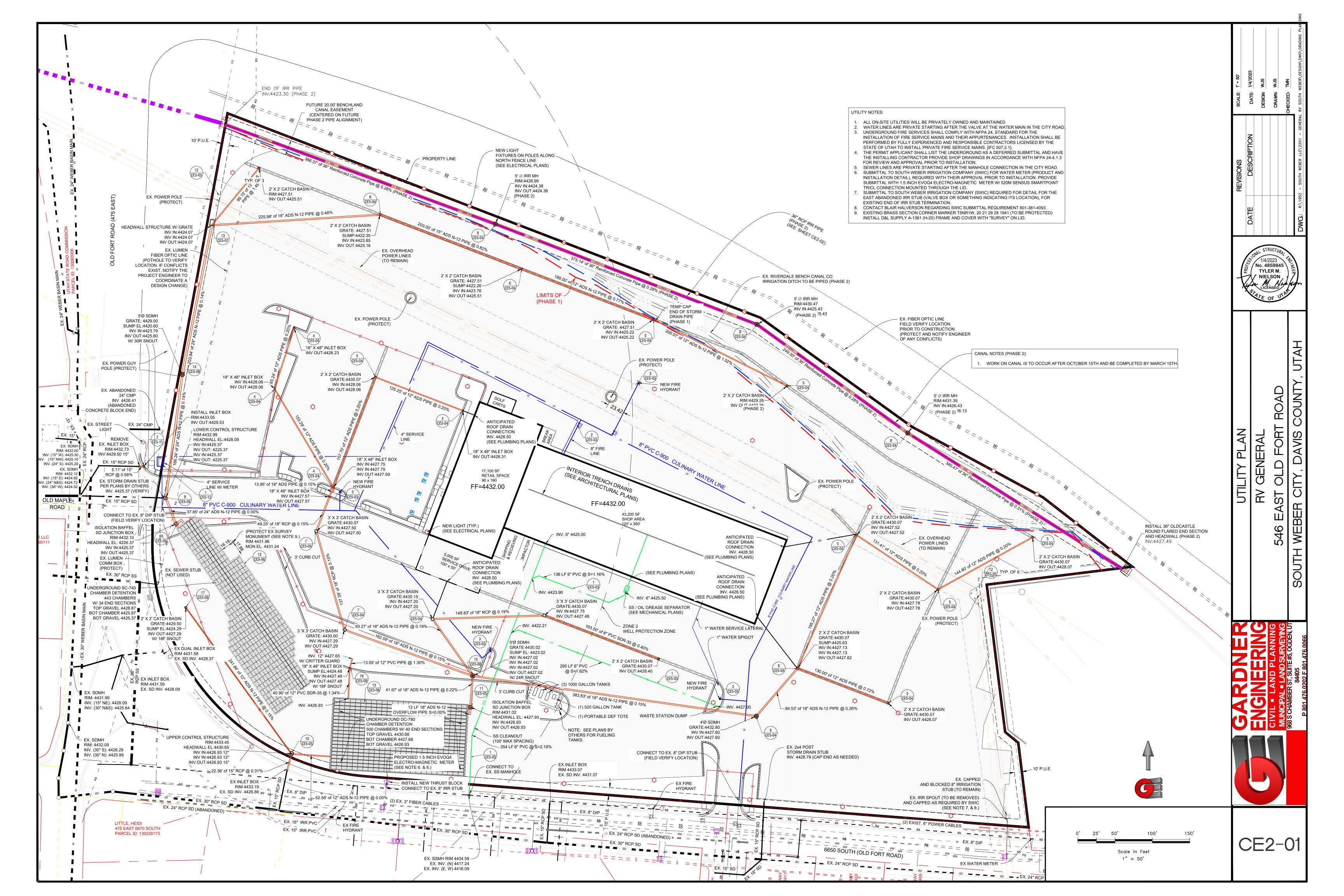


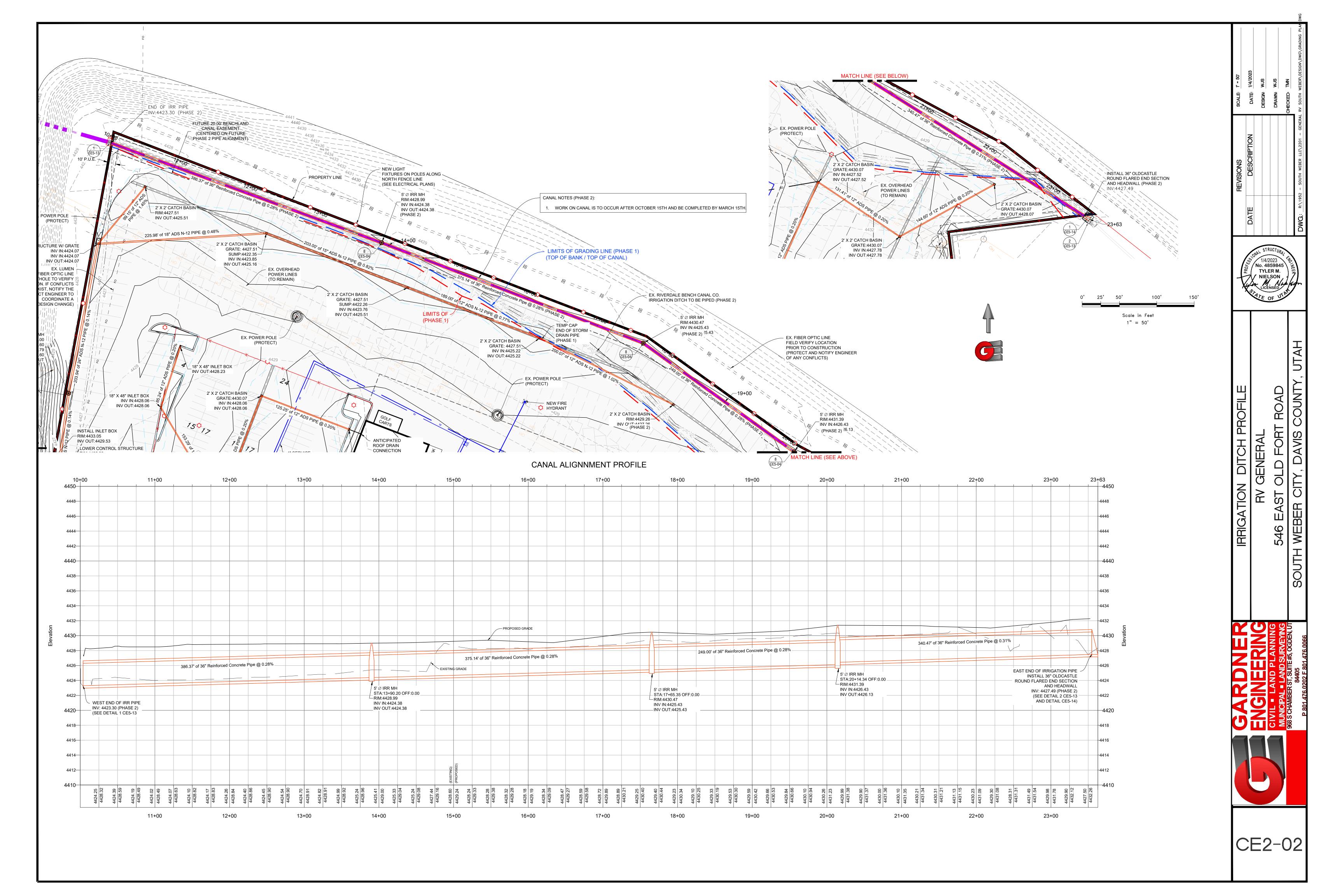


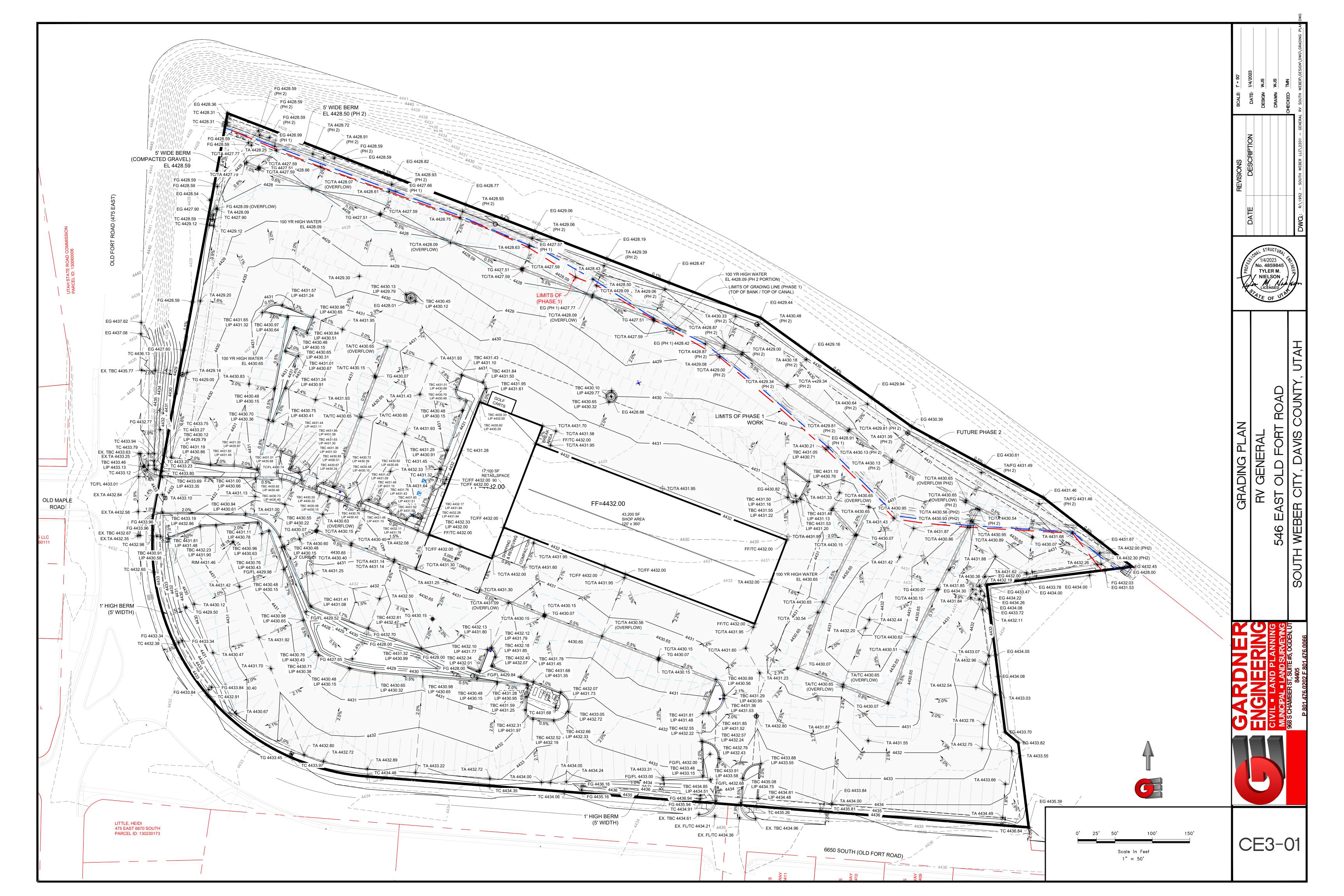


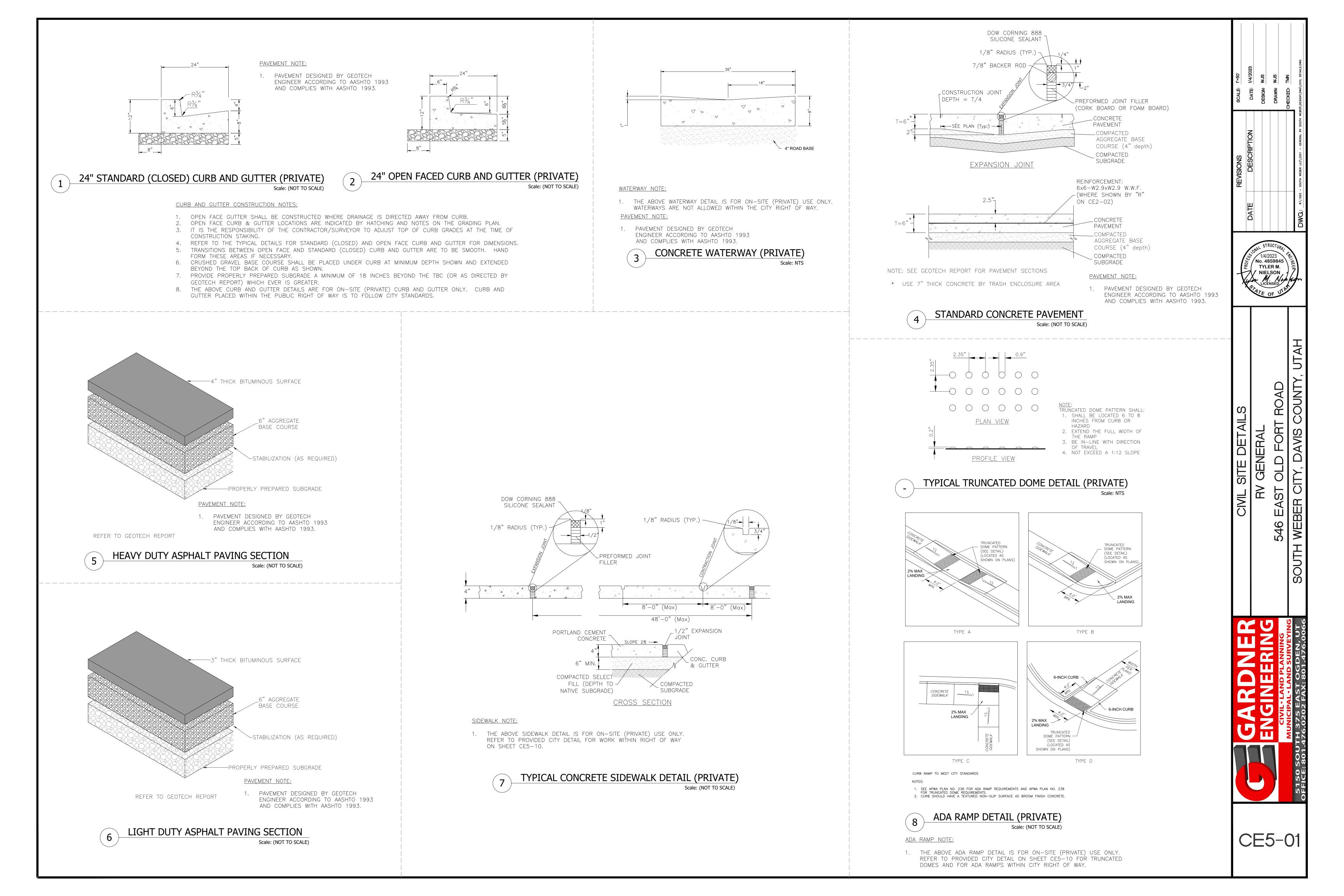


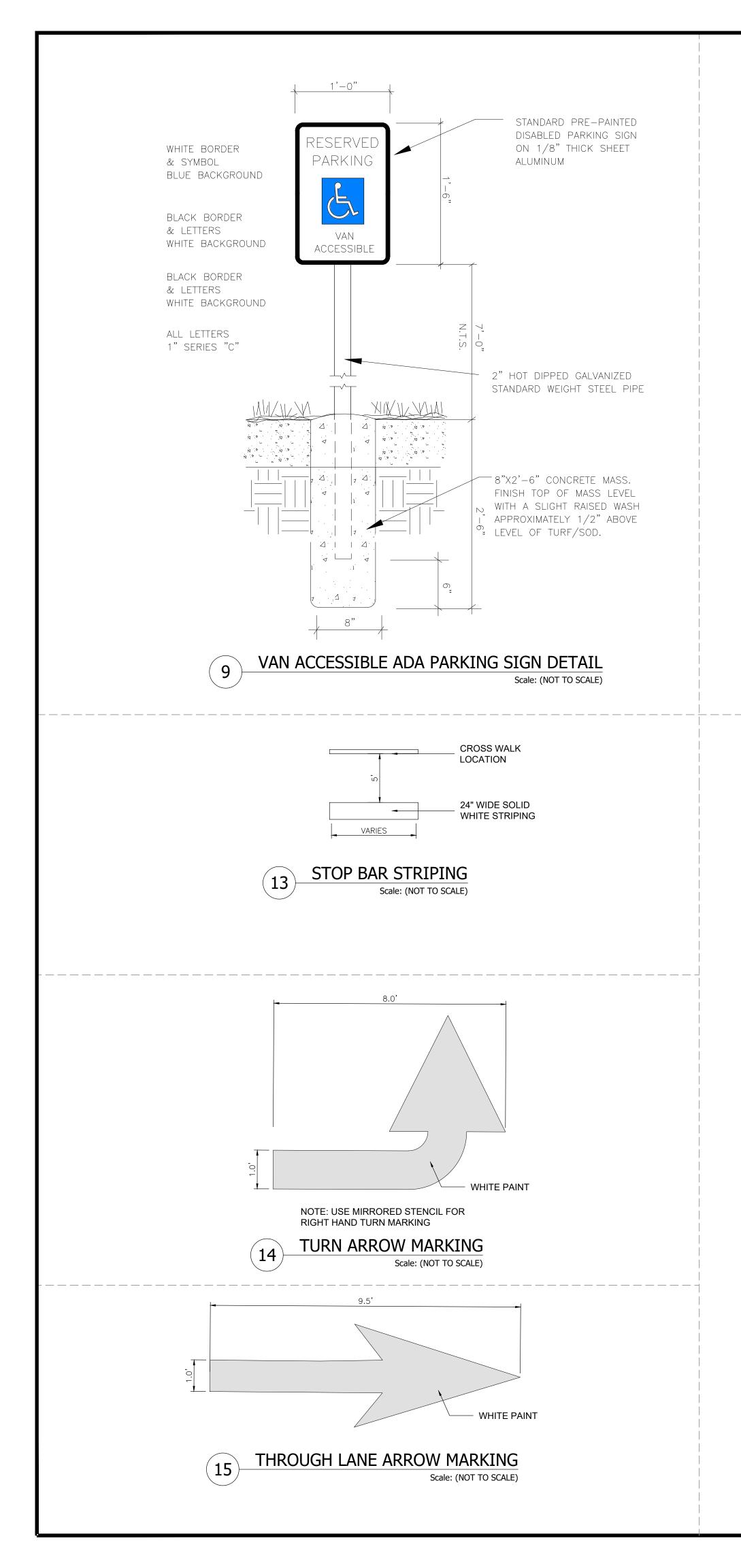


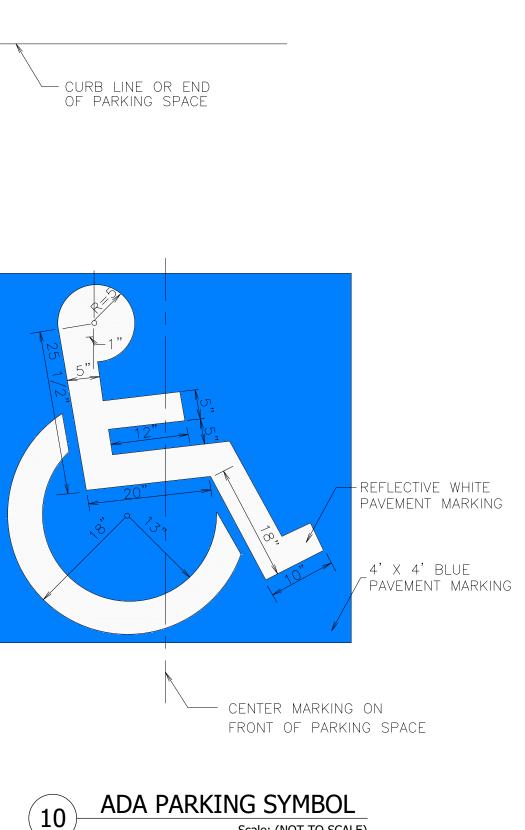












STRIPING VARIES



CHAIN LINK FENCE NOTES:

1. GENERAL

Scale: (NOT TO SCALE)

A. ADDITIONAL CHAIN LINK FENCE REQUIREMENTS ARE SPECIFIED IN APWA SECTION 32 31 13. 2. PRODUCTS

A. TENSION WIRE: ZINC COATED, GALVANIZED, NO. 7 GAGE SPRING COIL STEEL. B. POSTS: SCHEDULE 40 HOT DIPPED ZINC COATED STEEL

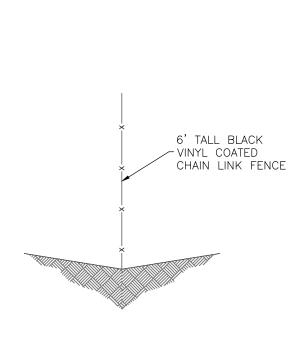
PIPE, ASTM A120. C. CONCRETE: CLASS 4000, APWA SECTION 03 30 04.

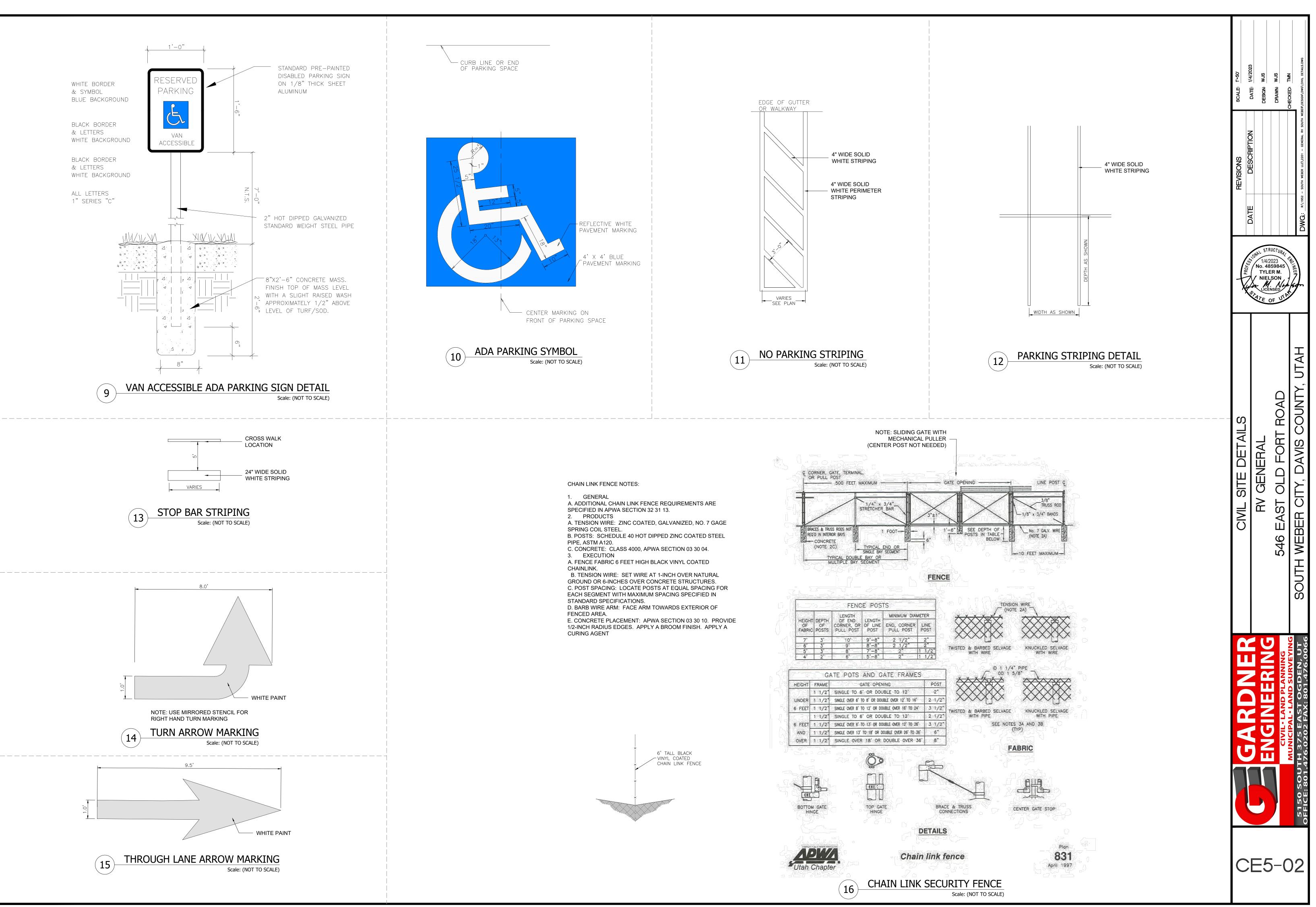
3. EXECUTION A. FENCE FABRIC 6 FEET HIGH BLACK VINYL COATED

CHAINLINK. B. TENSION WIRE: SET WIRE AT 1-INCH OVER NATURAL GROUND OR 6-INCHES OVER CONCRETE STRUCTURES. C. POST SPACING: LOCATE POSTS AT EQUAL SPACING FOR EACH SEGMENT WITH MAXIMUM SPACING SPECIFIED IN STANDARD SPECIFICATIONS.

D. BARB WIRE ARM: FACE ARM TOWARDS EXTERIOR OF FENCED AREA.

E. CONCRETE PLACEMENT: APWA SECTION 03 30 10. PROVIDE 1/2-INCH RADIUS EDGES. APPLY A BROOM FINISH. APPLY A CURING AGENT





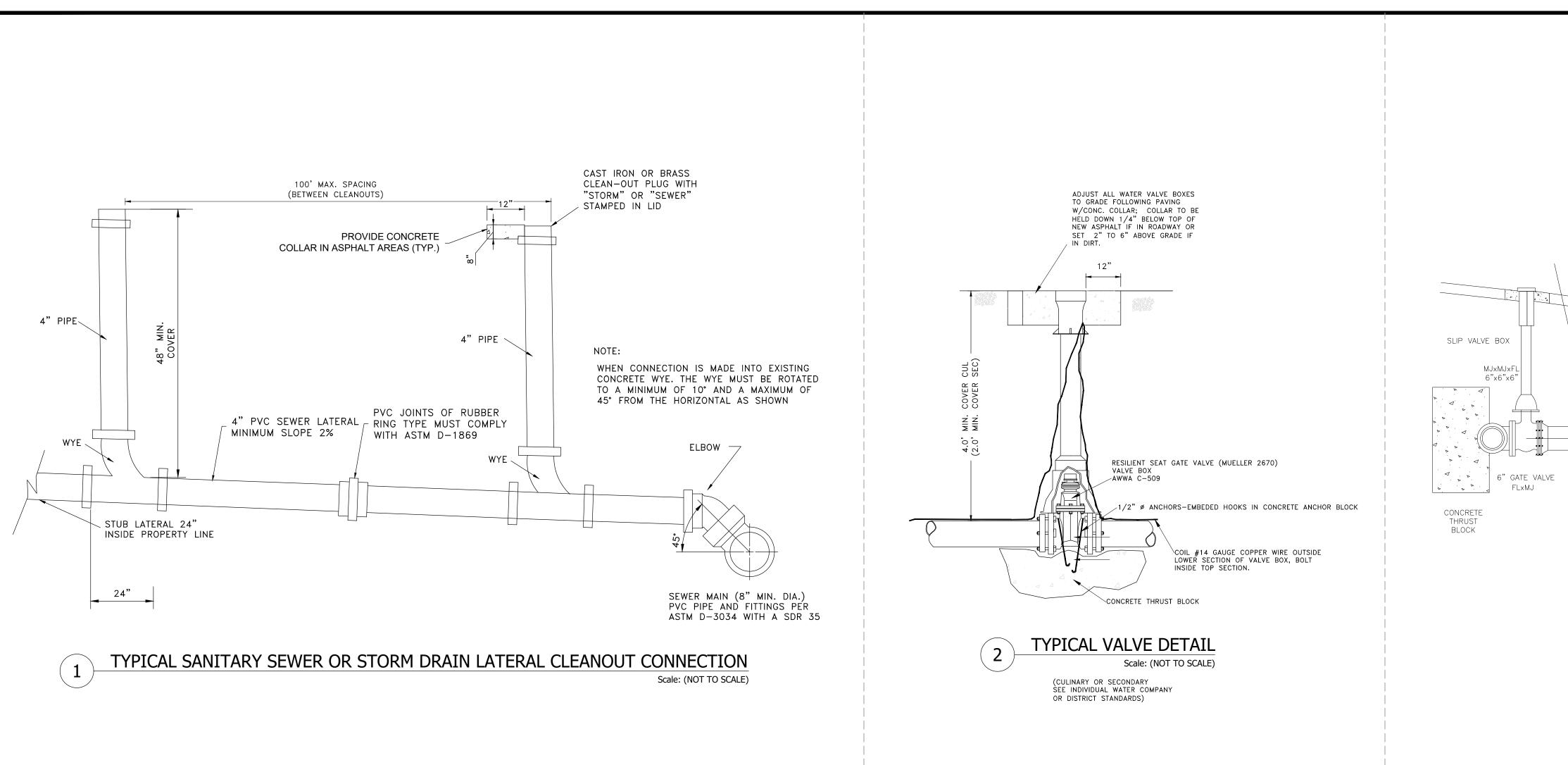


TABLE OF BEARING AREAS IN SQ. FT FOR CONCRETE THRUST BLOCKING

								opoccw/	
SIZE	BENDS				TEES*	GATE	DEAD	CROSSW/ 1BRANCH	CROSSW/ 2 BRAN.
	90°	45°	22 ½°	11 ¼°		VALVES	ENDS	PLUGGED	PLUGGED
3	1.0	0.0	0.3	0	0.7	0.5	0.7	0.7	0.7
4	1.8	1.0	0.5	0	1.3	0.5	1.3	1.3	1.3
6	4.0	2.2	1.1	0	2.8	0.7	2.8	2.8	2.8
8	7.1	3.8	2.0	1.0	5.0	2.4	5.0	5.0	5.0
10	11.1	6.0	3.0	1.5	7.8	4.5	7.8	7.8	7.8
12	16.0	8.6	4.4	2.2	11.3	7.3	11.3	11.3	11.3
14	21.7	11.8	6.0	3.0	15.4	11.0	15.4	15.4	15.4
15	25.0	13.5	7.0	3.5	17.6	SPECIAL DESIGN	176	17.6	17.6
16	28.4	15.3	8.0	4.0	20.0		20.0	20.0	20.0
18	36.0	19.4	10.0	5.0	25.4		25.4	25.4	25.4
20	44.2	24.0	12.2	6.1	31.4		31.4	31.4	31.4
21	49.0	26.5	13.5	6.8	34.6		34.6	34.6	34.6
22	54.0	29.0	14.8	7.4	38.0		38.0	38.0	38.0
24	64.0	34.5	17.7	8.8	45.0		45.0	45.0	45.0
30	100.0	54.0	27.6	13.8	71.0		71.0	71.0	71.0
36	144.0	78.0	40.0	20.0	102.0		102.0	102.0	102.0

*SIZE IS BRANCH SIZE. FOR 100 P.S.I. INTERNAL STATIC PRESSURE AND 1000 LBS.PER 0.5 X 7.1=3.56 ~ 4 SQ. FT. (~OR 2FT. LONG BY 2FT. HIGH.) SQ. FT. SOIL BEARING CAPACITY.

ALL VALVES, TEES, CROSSES AND BENDS GREATER THAN 22.5" SHALL ALSO BE FITTED WITH MECHANICAL RESTRAINTS, SUCH AS MEGA LUGS OR APPROVED EQUAL.

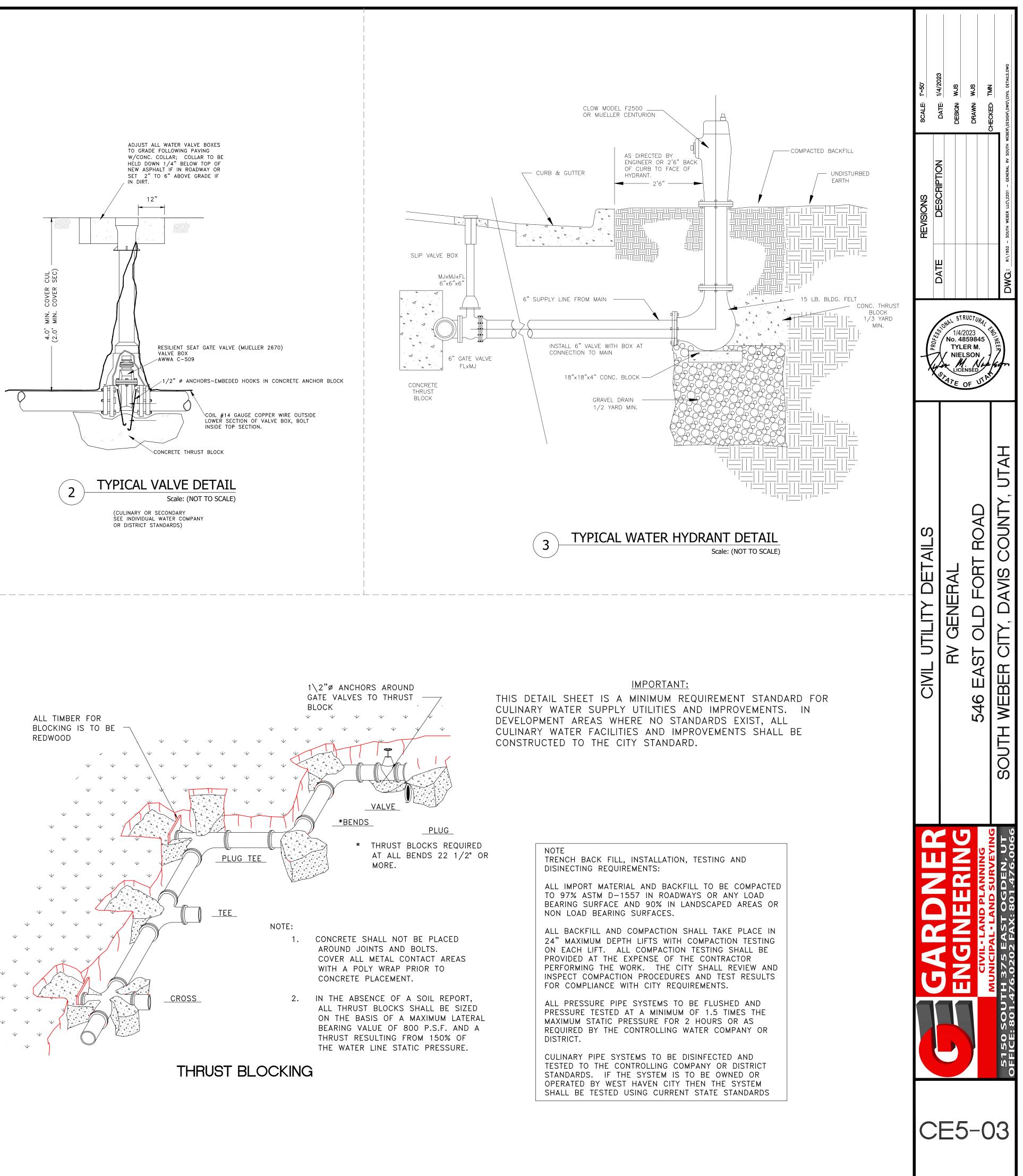
AREAS GIVEN IN TABLE ARE BASED UPON AN INTERNAL STATIC PRESSURE OF 100 P.S.I AND A SOIL BEARING CAPACITY OF 1000 LBS PER SQ. FT. BEARING AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F".

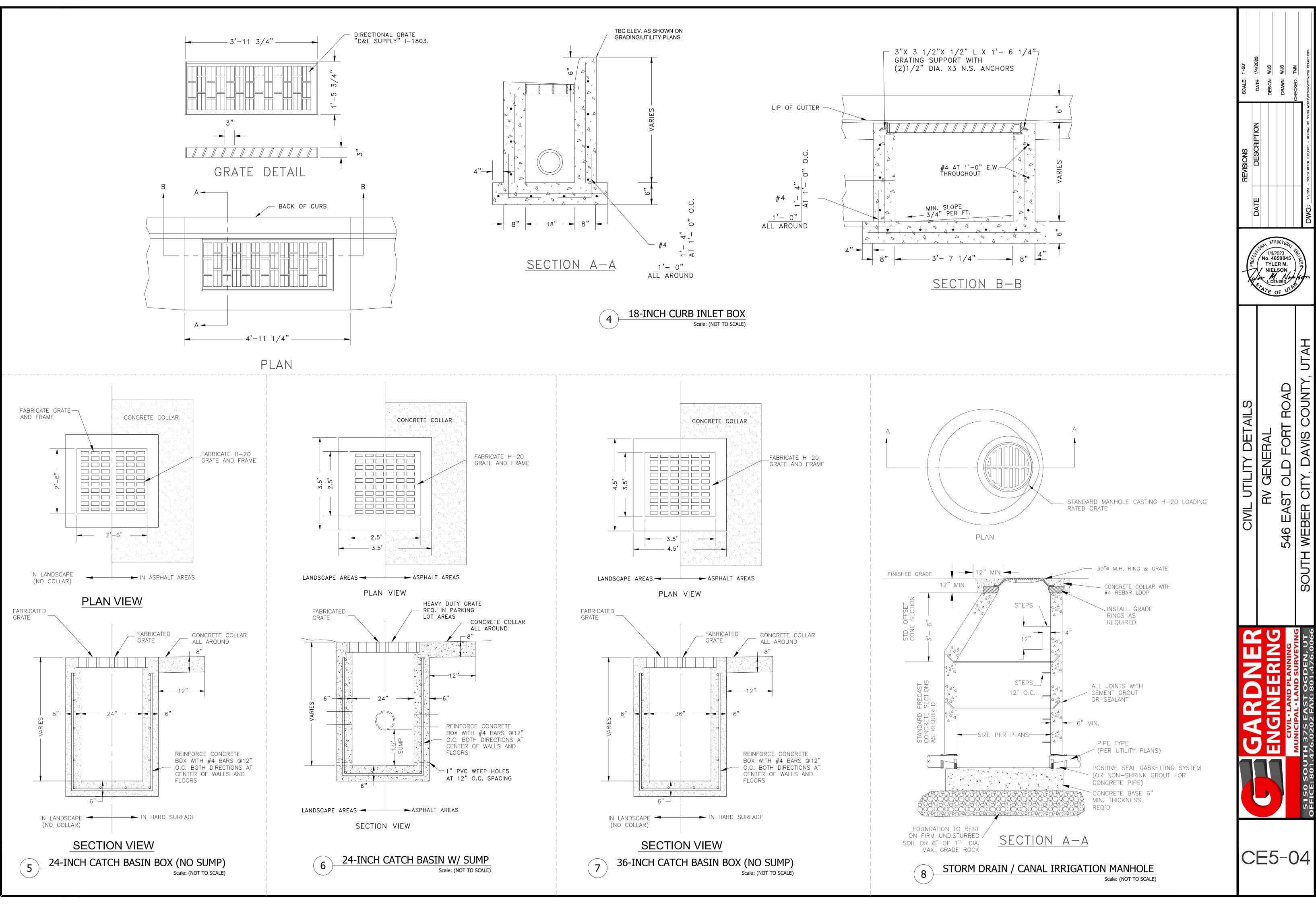
ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS/SQ. IN. F =ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF LBS.

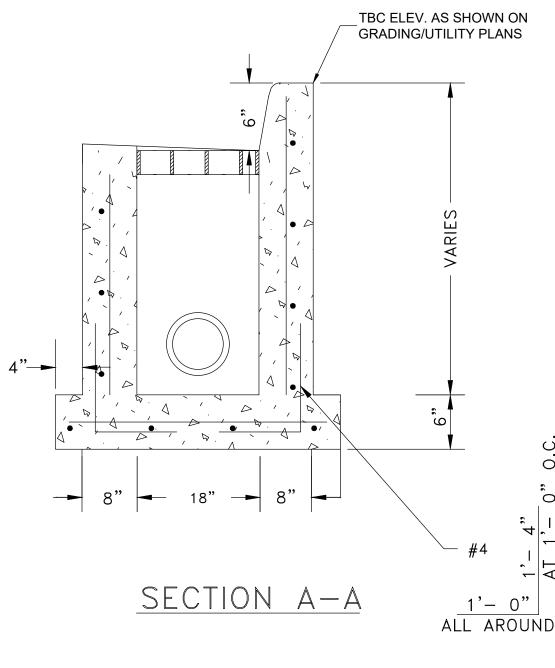
EXAMPLE: TO FIND BEARING AREA FOR 8"-90° BEND WITH A STATIC INTERNAL PRESSURE OF 1500 P.S.I AND WITH A SOIL BEARING CAPACITY OF 3000 LBS. PER SQ. FT. F=1.5 / 3=0.5 TABULATED VALUE = 7.1 SQ. FT.

THRUST BLOCKING DETAIL

APPLIES TO ALL PRESSURE PIPE







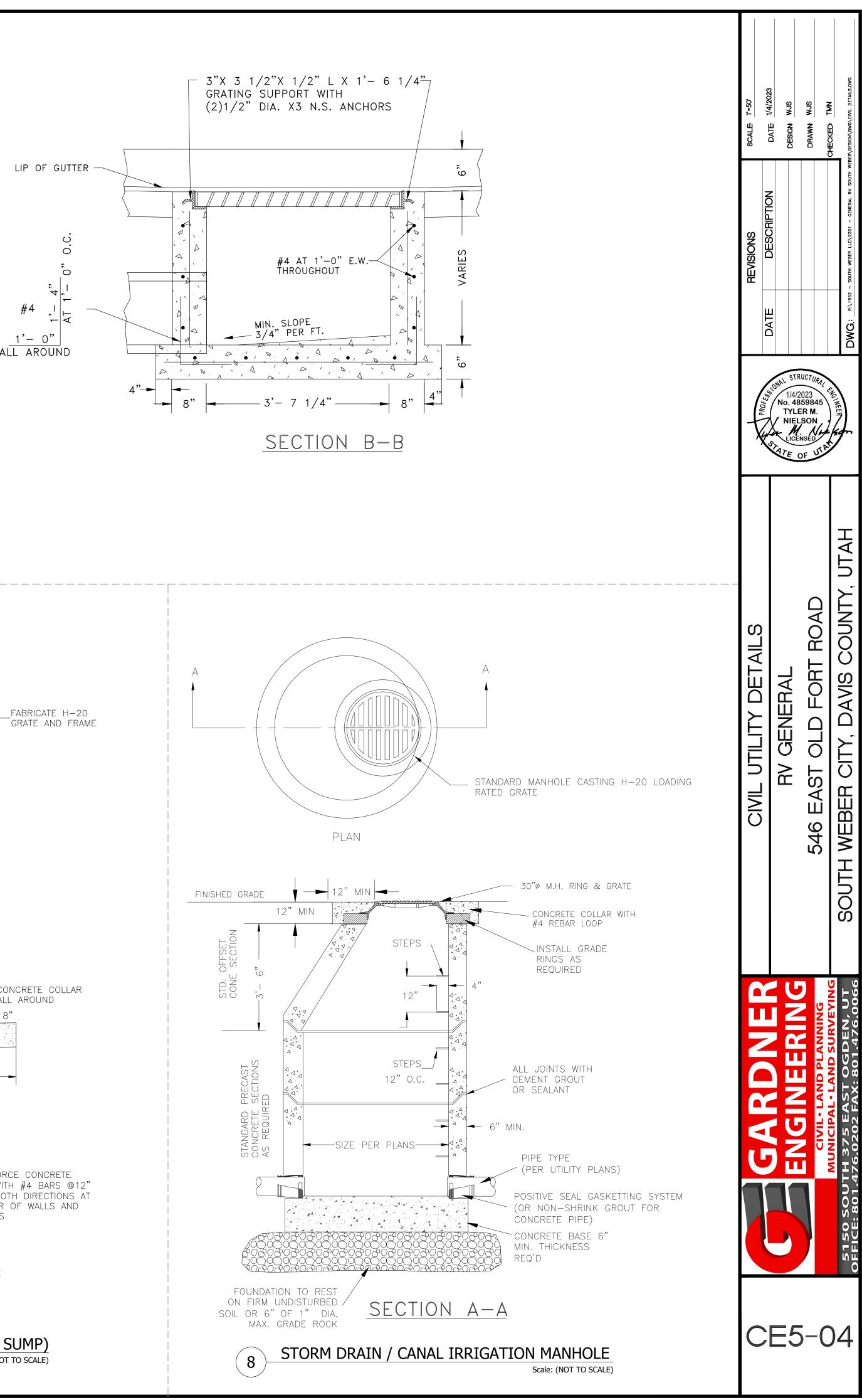




EXHIBIT 3

[Development Design Plans]

CONSTRUCTION DOCUMENTS SOUTH WEBER CITY, DAVIS COUNTY, UTAH

TRAFFIC CONTROL & SAFETY NOTES

1. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT STATE OF UTAH DEPARTMENT OF TRANSPORTATION MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, AND THE CURRENT CITY STANDARD DRAWING, AND SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO ANY WORK.

2. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE CITY TRAFFIC ENGINEER, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.

3. 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.

4. 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 CITY TRAFFIC ENGINEER FOR REVIEW AND APPROVAL

5. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER

6. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.

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 CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES THAT HE 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, 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.

SANITARY SEWER GENERAL NOTES

- 1. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS.
- 2. ALL GRAVITY SANITARY SEWER LINES SHALL BE SDR-35 PVC MATERIAL. SEWER LINE CONSTRUCTION AND MATERIALS SHALL CONFORM TO ASTM STANDARDS AND SPECIFICATIONS.
- 3. DISTANCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT.
- 4. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS, GROUT AND STEEL SHIMS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS. ALL FRAMES SHALL BE ADJUSTED TO FINAL GRADE.
- 5. ALL SANITARY SEWER MAIN TESTING SHALL BE IN ACCORDANCE WITH THE CITY STANDARDS AND SPECIFICATIONS. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE PUBLIC WORKS SANITARY SEWER DEPARTMENT HEAD PRIOR TO FINAL ACCEPTANCE.
- 6. COMPACTION TESTING OF ALL TRENCHES WITH THE PROJECT SITE MUST BE ATTAINED AND RESULTS SUBMITTED TO THE CITY ENGINEER PRIOR TO FINAL ACCEPTANCE.
- 7. CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING STRUCTURES AND IMPROVEMENTS DURING INSTALLATION OF SANITARY SEWER LINE.
- 8. WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER/ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.
- 9. CAMERA TESTING AND PRESSURE TESTING PER CITY STANDARD.



GENERAL RV

GENERAL NOTES

1. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION OF SITE IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH BY THE CITY ENGINEER, PLANNING, CODES AND SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY.

2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND OR ELEVATION 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 UPON 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 THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE DESIGNATED PUBLIC WORKS INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY. OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS.

4. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE CITY AND ALL UTILITY COMPANIES INVOLVED WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH A MINIMUM DISRUPTION OF SERVICE.

5. THE CONTRACTOR SHALL HAVE ONE (1) COPY OF APPROVED PLANS, AND ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON SITE AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.

7. IF DURING THE CONSTRUCTION PROCESS CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES, WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.

8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED AND RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT DRAWINGS ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE, AND AVAILABLE TO THE CITY INSPECTOR AT ALL TIMES.

11. THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS. IN GENERAL, STORM SEWER AND SANITARY SEWER SHOULD BE CONSTRUCTED PRIOR TO INSTALLATION OF WATER LINES AND DRY UTILITIES.

12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL UTILITY RELOCATIONS CONSISTENT WITH THE CONTRACTORS SCHEDULE FOR THIS PROJECT, WHETHER SHOWN OR NOT SHOWN AS IT RELATES TO THE CONSTRUCTION ACTIVITIES CONTEMPLATED IN THESE PLANS.

SWPPP GENERAL NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY THE CITY AND STATE

2. ALL STRUCTURAL EROSION MEASURES SHALL BE INSTALLED AS SHOWN ON THE SWPP PLAN, PRIOR TO ANY OTHER GROUND-DISTURBING ACTIVITY. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR, UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.

STORM SEWER GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING: A)OBTAIN ALL REQUIRED PERMITS FROM THE CITY OR REGULATORY AGENCIES, INCLUDING PERMITS TO WORK IN THE RIGHT-OF-WAY. B)RESTORATION OF EXISTING IMPROVEMENTS INCLUDING BUT NOT LIMITED TO FENCES, SOD, LANDSCAPING, PAVEMENT, SPRINKLER, SYSTEM.

C)VERIFICATION AND PROTECTION OF ALL EXISTING IMPROVEMENTS WITHIN THE LIMITS OF CONSTRUCTION. D)PROVIDING AS-BUILT DRAWINGS TO THE CITY AND THE ENGINEER. E) ALL PERMITTING, DEVELOPMENT, LOCATION, CONNECTION AND INSPECTION AND SCHEDULING FOR SUCH.

2. ALL STORM SEWER CONNECTIONS SHALL BE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS

3. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS, GROUT, AND STEEL SHIMS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS AND PLANS. ALL FRAMES SHALL BE ADJUSTED TO FINAL GRADE PRIOR TO PLACEMENT OF ASPHALT PAVING.

4. COMPACTION OF ALL TRENCHES WITHIN THE PROJECT SITE MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE ENGINEER AND THE CITY PRIOR TO FINAL ACCEPTANCE.

5. ALL STORM DRAIN PIPES IN THE CITY RIGHT-OF-WAY SHALL BE RCP CL III.

6. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING LIDS. ALL STORM SEWER LIDS SHALL BE LABELED "STORM DRAIN".

7. WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER/ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.

GENERAL GRADING NOTES

- 5% WITHIN 10 FEET FROM THE BUILDING.

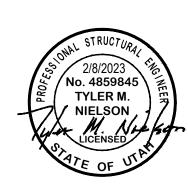
- 4. NO FILL SHALL BE PLACED UNTIL VEGETATION HAS BEEN REMOVED AND SUB-GRADE PREPARED PER THE SOILS REPORT
- 6. CONTRACTOR SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN BY INSTALLING BMP'S PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES. CONTACT THE CITY INSPECTOR FOR INSPECTION.
- 7. ALL RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ALL SUBSEQUENT REPORTS, ADDENDUM ETC. SHALL BE CONSIDERED A PART OF THIS GRADING PLAN AND SHALL BE COMPLIED WITH.

- 11. CONTRACTOR IS RESPONSIBLE FOR ARRANGING FOR ALL REQUIRED INSPECTIONS.
- OBTAIN A WATER METER.

CULINARY WATER GENERAL NOTES

1. ALL INSTALLATION AND MATERIALS SHALL CONFORM TO WATER UTILITY STANDARDS, SPECIFICATIONS AND PLANS.

- 2. THRUST BLOCKING IS REQUIRED AT ALL BENDS AND FITTINGS. TIE RODS SHALL BE USED AT ALL BENDS AND FITTINGS WHERE THRUST BLOCKS DO NOT BEAR AGAINST UNDISTURBED SOIL.
- 3. ALL WATERLINES AT SEWER CROSSINGS SHALL BE LOCATED ABOVE AND HAVE AN 18-INCH VERTICAL SEPARATION FROM THE SEWER PIPE. IF THIS IS NOT PROVIDED, THE WATERLINE SHALL BE INSTALLED WITH 20 L.F. OF CONCRETE CASING CENTERED OVER THE SEWER PIPE.
- 4. DISINFECTION TESTS SHALL BE PERFORMED BY THE WATER UTILITY WITH COOPERATION FROM THE CONTRACTOR IN PERFORMING ANY NECESSARY EXCAVATION AND SUBSEQUENT BACKFILLING AT NO COST TO THE CITY.
- 5. CHLORINATION OF COMPLETED WATER LINE. THE NEW WATER LINES SHALL BE DISINFECTED BY CHLORINATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL RELATED COSTS AND FEES RELATED TO THE CHLORINATION OF THE COMPLETED WATER LINE. THIS TEST SHALL BE PERFORMED PRIOR TO CONNECTION OF THE NEW WATER LINES TO THE EXISTING WATER SYSTEM. THE CONTRACTOR SHALL NOTIFY THE WATER UTILITY AT LEAST 24 HOURS BEFORE THE CHLORINATION IS DESIRED.
- 6. A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET SHALL BE MAINTAINED FROM SANITARY SEWER MAINS.
- 7. UNLESS OTHERWISE SPECIFIED, ALL WATERLINES SHALL BE AWWA C900 PVC CLASS 150, PER ASTM D2241.
- 8. CONTRACTOR SHALL LOCATE VALVES PRIOR TO CONNECTION WITH EXISTING SYSTEM, BUT SHALL NOT OPERATE ANY VALVE WITHOUT PERMISSION FROM THE WATER UTILITY.
- 9. ALL WATER MAINS, VALVES, FIRE HYDRANTS, SERVICES AND APPURTENANCES SHALL BE INSTALLED, TESTED, AND APPROVED PRIOR TO PAVING.
- 10. THERE SHALL BE A WATER SUPPLY TO THE DEVELOPMENT BEFORE ANY WOOD CONSTRUCTION STARTS.
- 11. THE WATER UTILITY REQUIRES THE USE OF CORROSION RESISTANT MATERIALS FOR ALL CULINARY WATER IMPROVEMENTS. SPECIFICALLY, ROMAC BLUE BOLTS OR STAINLESS STEEL BOLTS MUST BE USED ON ALL FITTINGS. FURTHER, ALL METAL FITTINGS SHALL BE POLY WRAPPED.



1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST APWA STANDARDS AND SPECIFICATION FOR PUBLIC WORKS AND THE CITY STANDARDS. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATIONS AND ENTRIES. FINISHED GRADE AT FOUNDATION FOR WOOD FRAMED STRUCTURES SHALL BE 8 INCHES BELOW TOP OF FOUNDATION AND DRAINAGE SHALL BE A MINIMUM OF

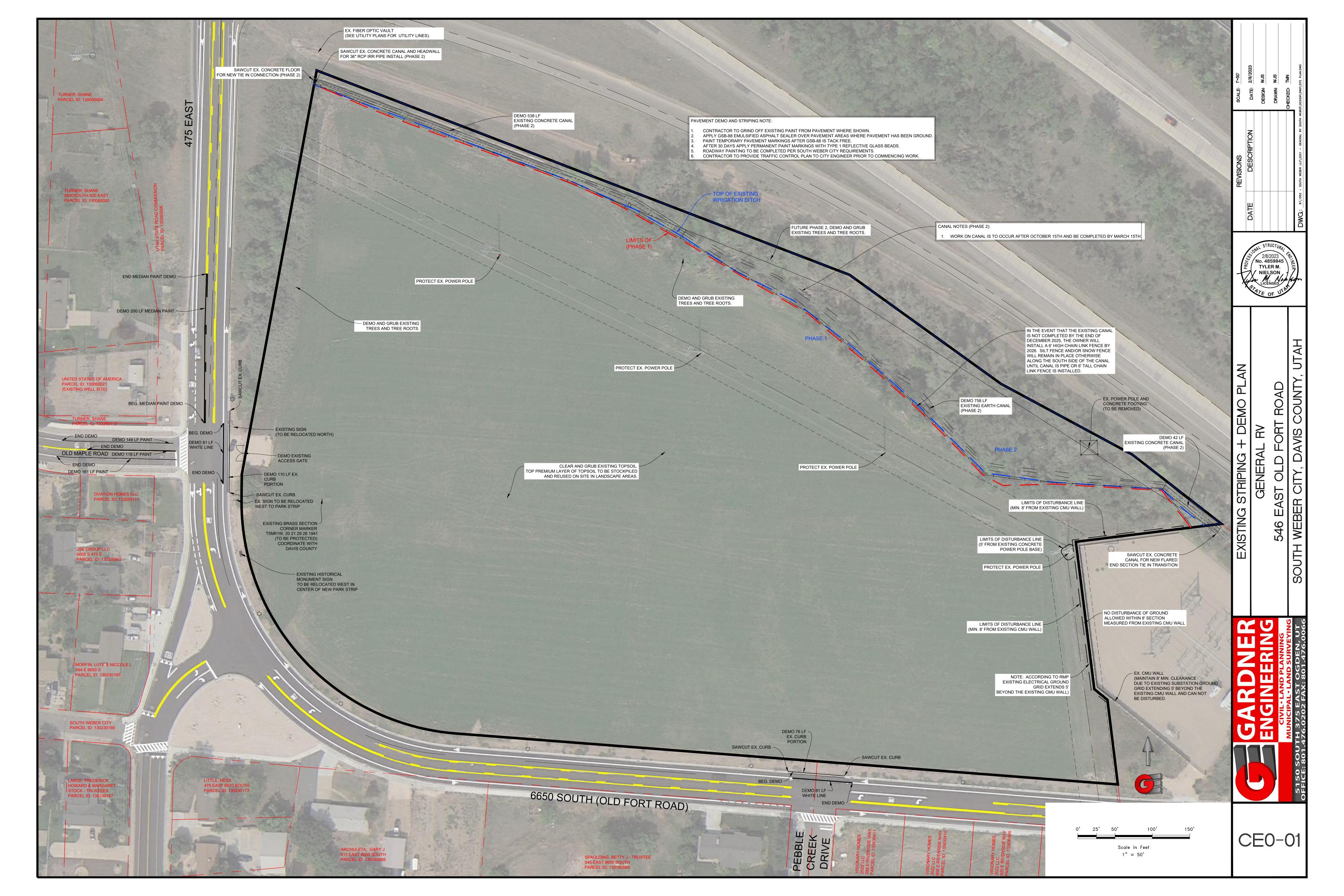
2. MAXIMUM SLOPES SHALL BE 3:1 FOR CUT AND FILL UNLESS OTHERWISE NOTED.

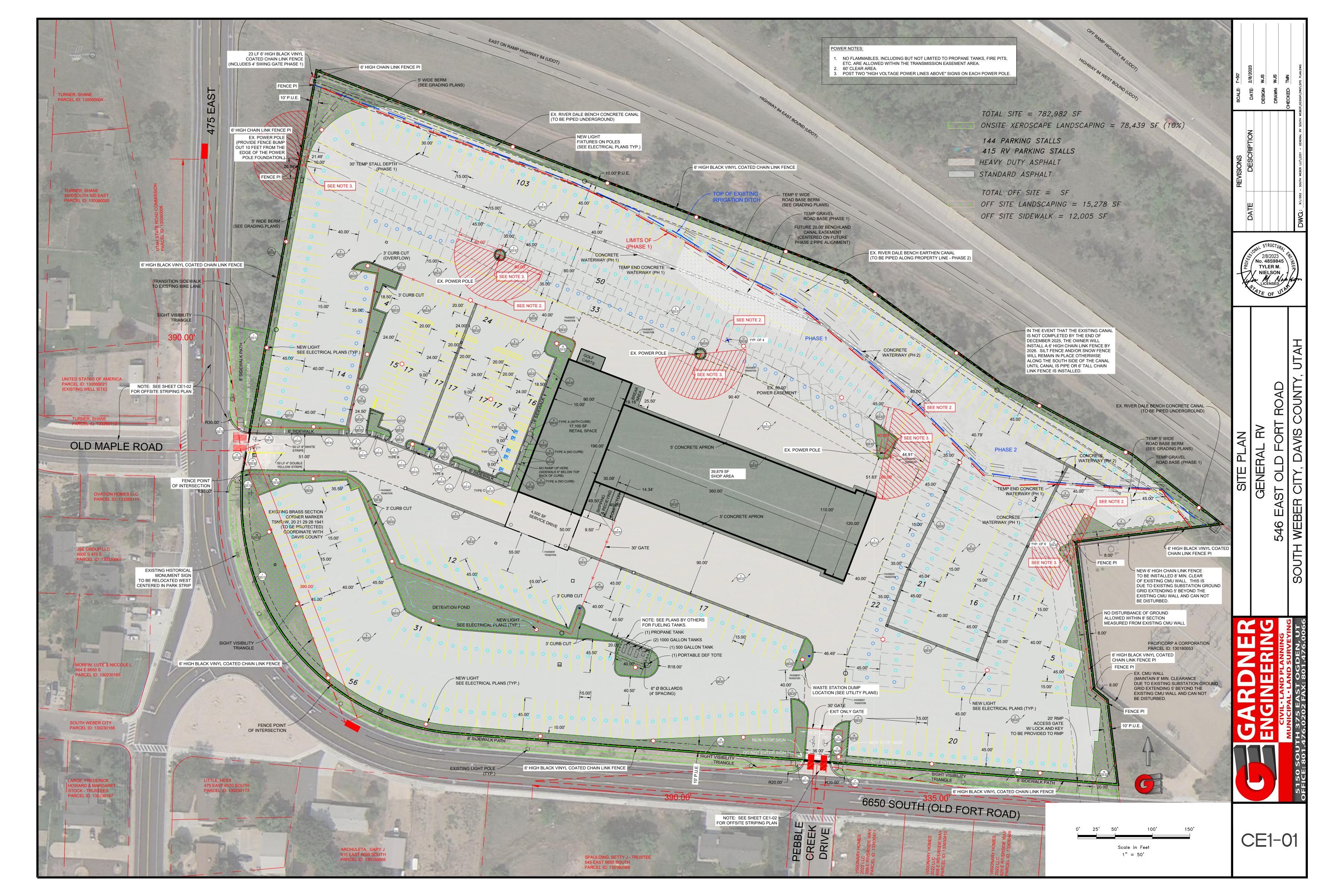
3. COMPACTION REQUIREMENTS AND TESTING SHALL BE PERFORMED TO MEET THE CITY STANDARDS

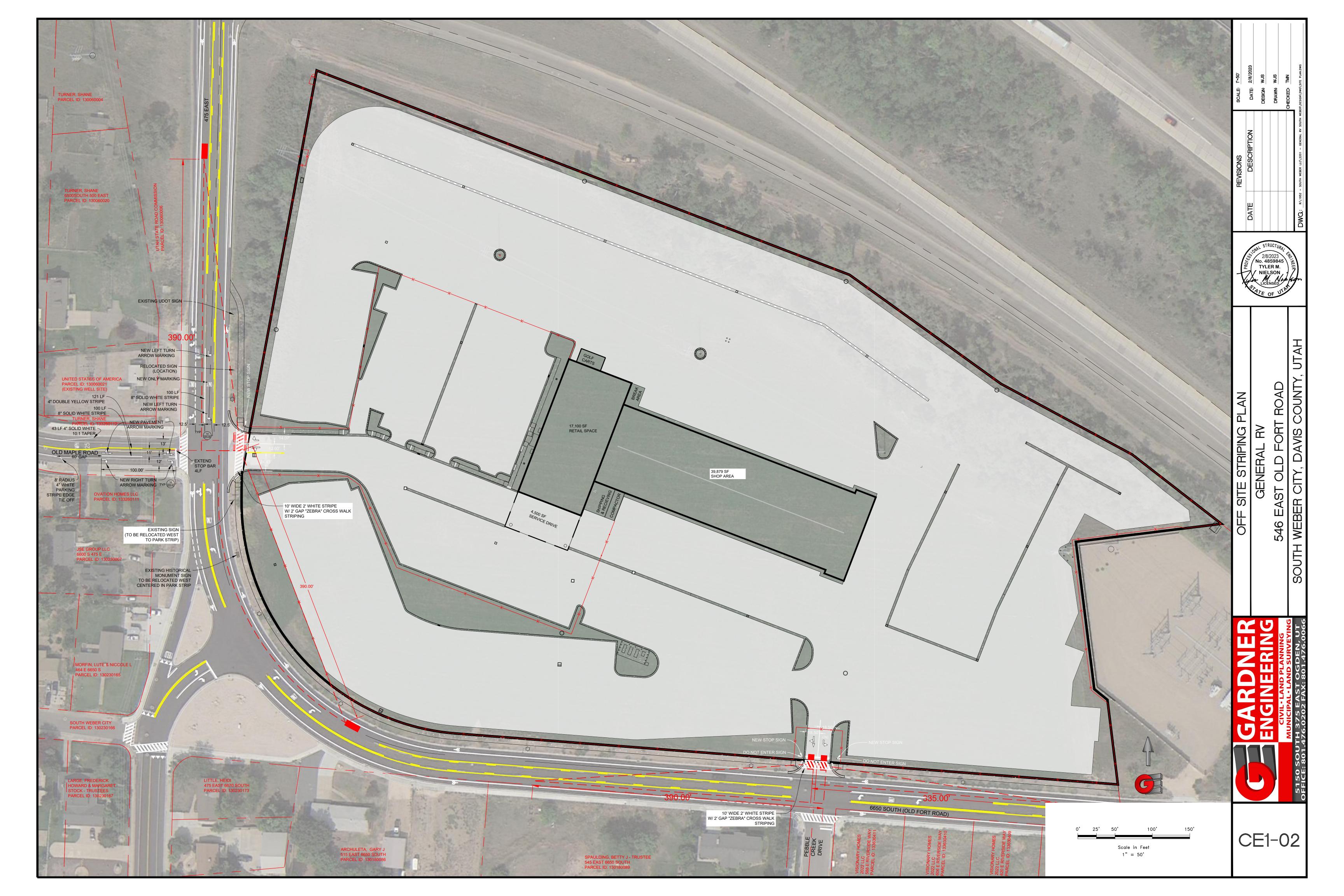
- 5. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS
- 8. THE CONTRACTOR SHALL CONTACT BLUE STAKES FOR LOCATION MARKING PRIOR TO COMMENCING EXCAVATION ACTIVITIES.
- 9. CITY MAY REQUIRE A PRE-CONSTRUCTION MEETING BEFORE A PERMIT IS ISSUED.
- 10. STREETS ADJACENT TO THE PROJECT SHALL BE CLEAN AT ALL TIMES

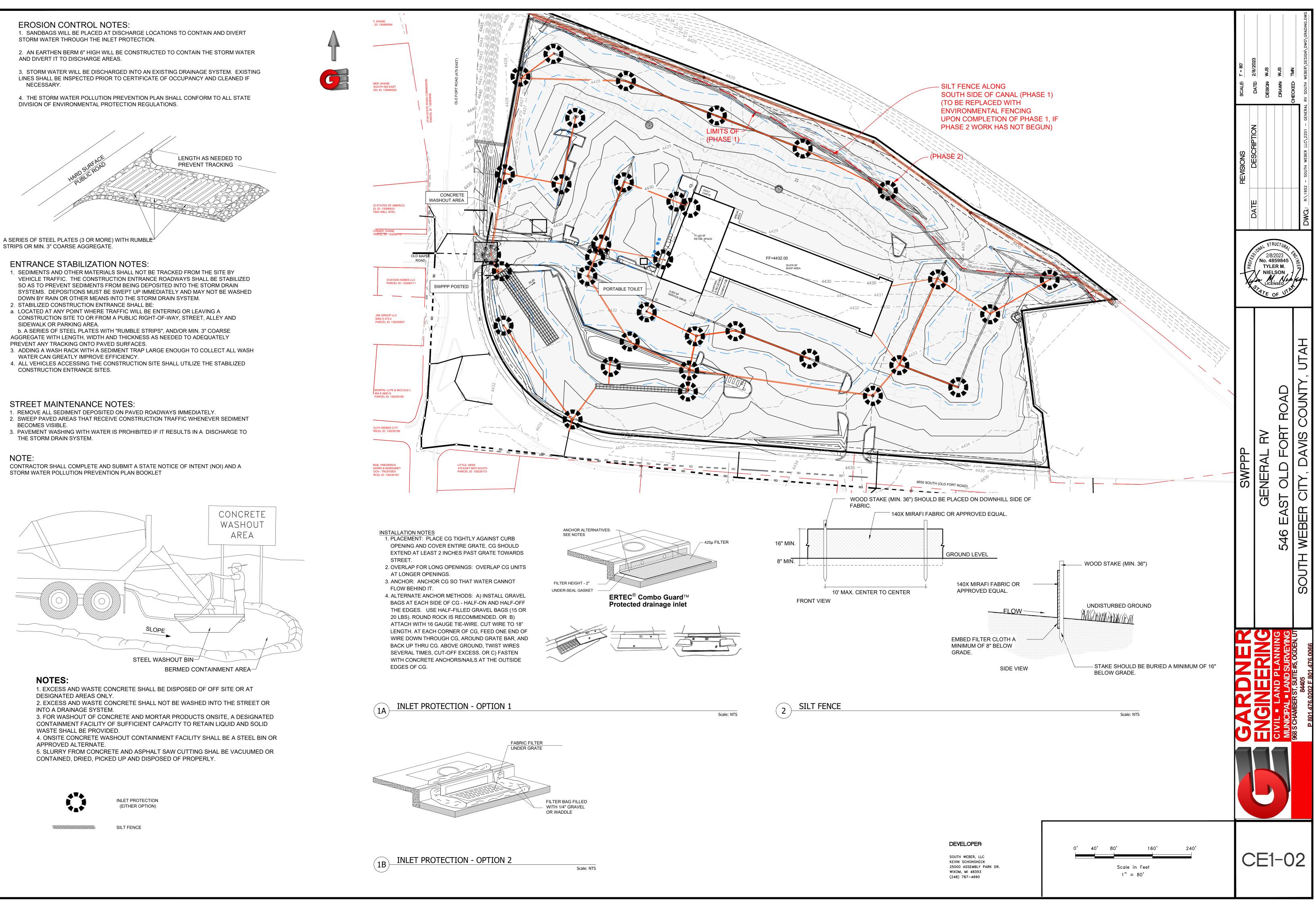
12. PRIOR TO TAKING WATER FROM A CITY FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE WATER UTILITY TO

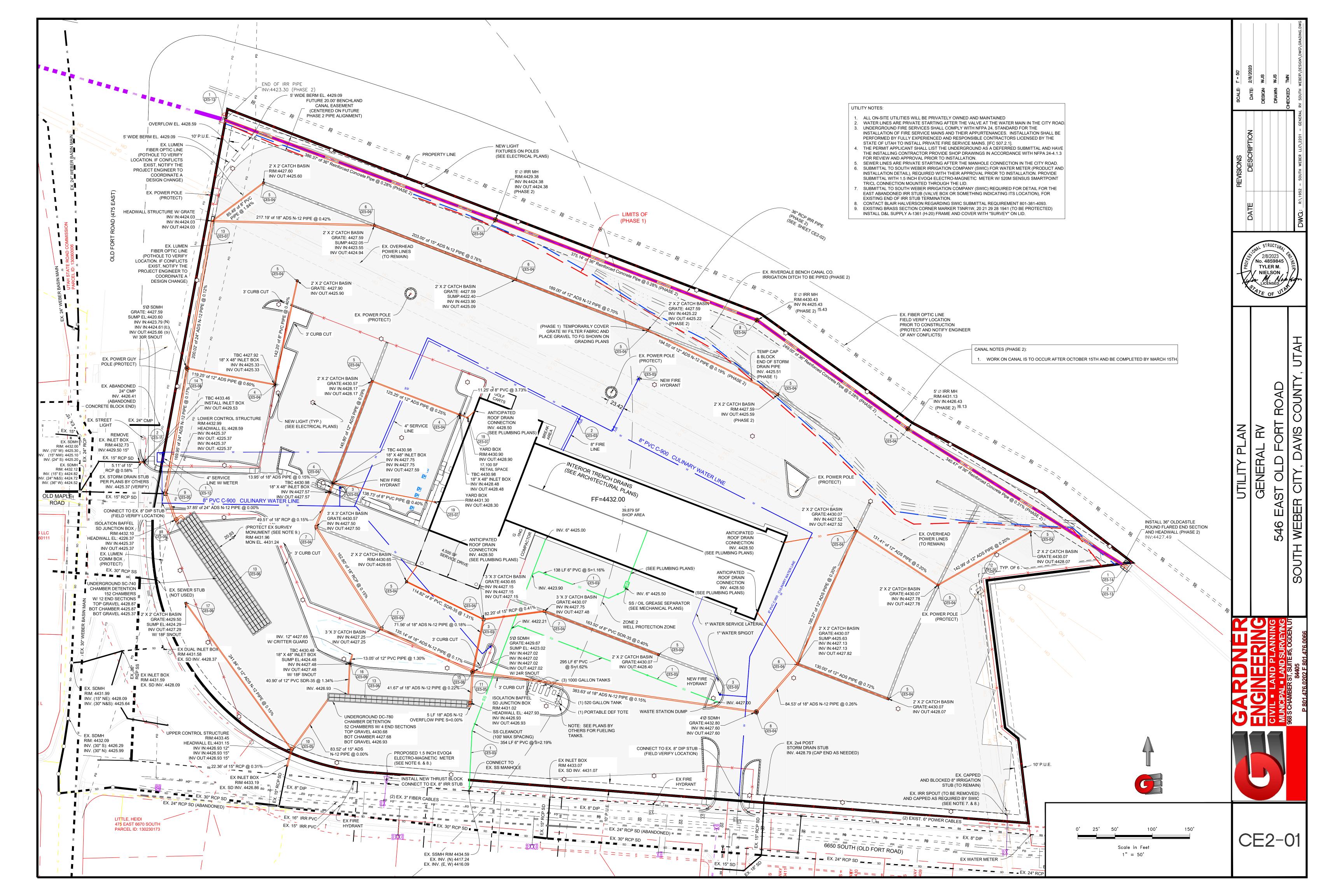
ALL IMPROVEMENTS TO CONFORM TO CURRENT CITY STANDARDS AND SPECIFICATIONS CULINARY WATER IMPROVEMENTS TO CONFORM TO THE WATER UTILITY'S STANDARDS AND SPECIFICATIONS SECONDARY WATER IMPROVEMENTS TO CONFORM TO THE SECONDARY WATER UTILITY'S STANDARDS AND SPECIFICATIONS

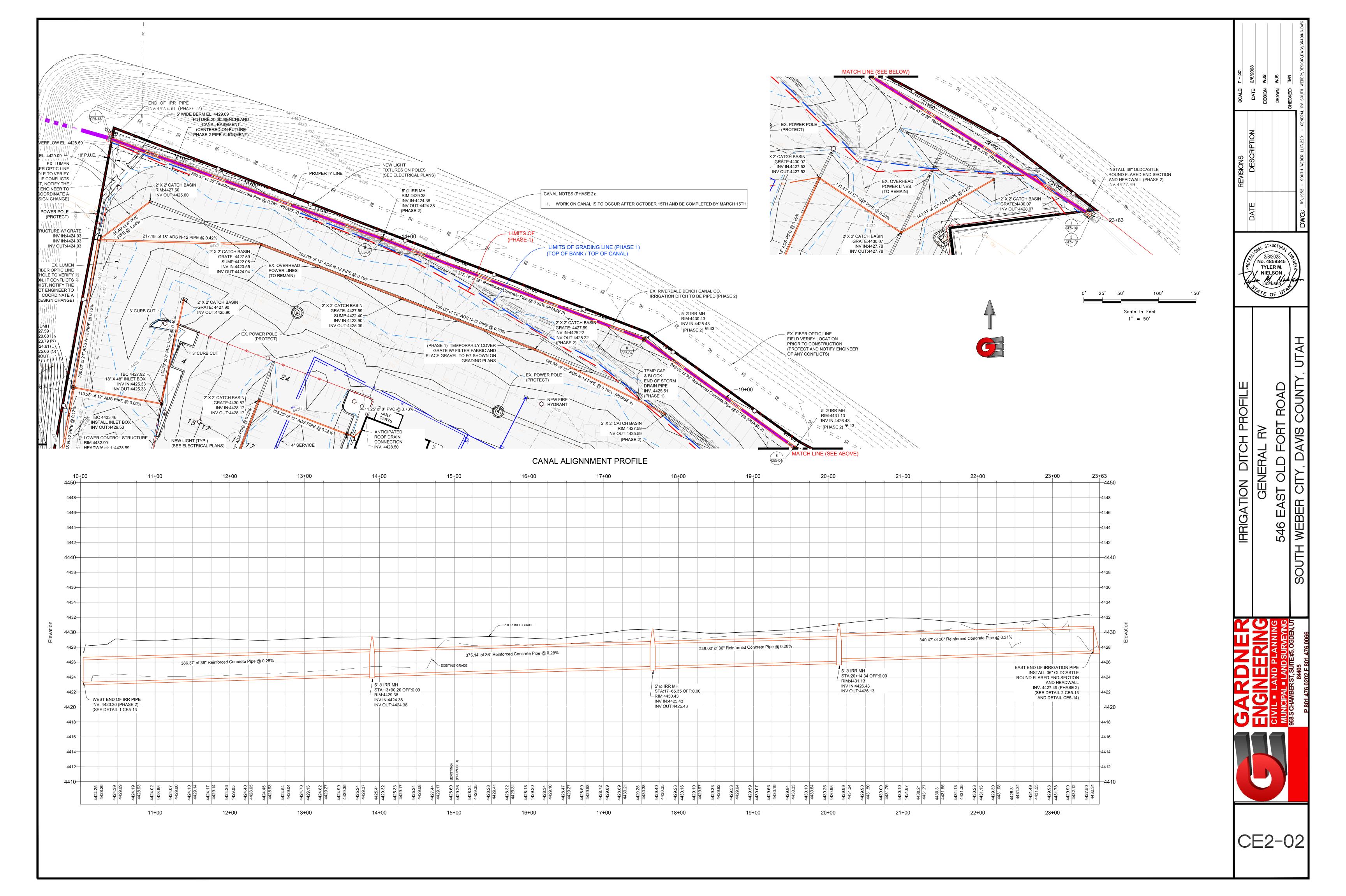


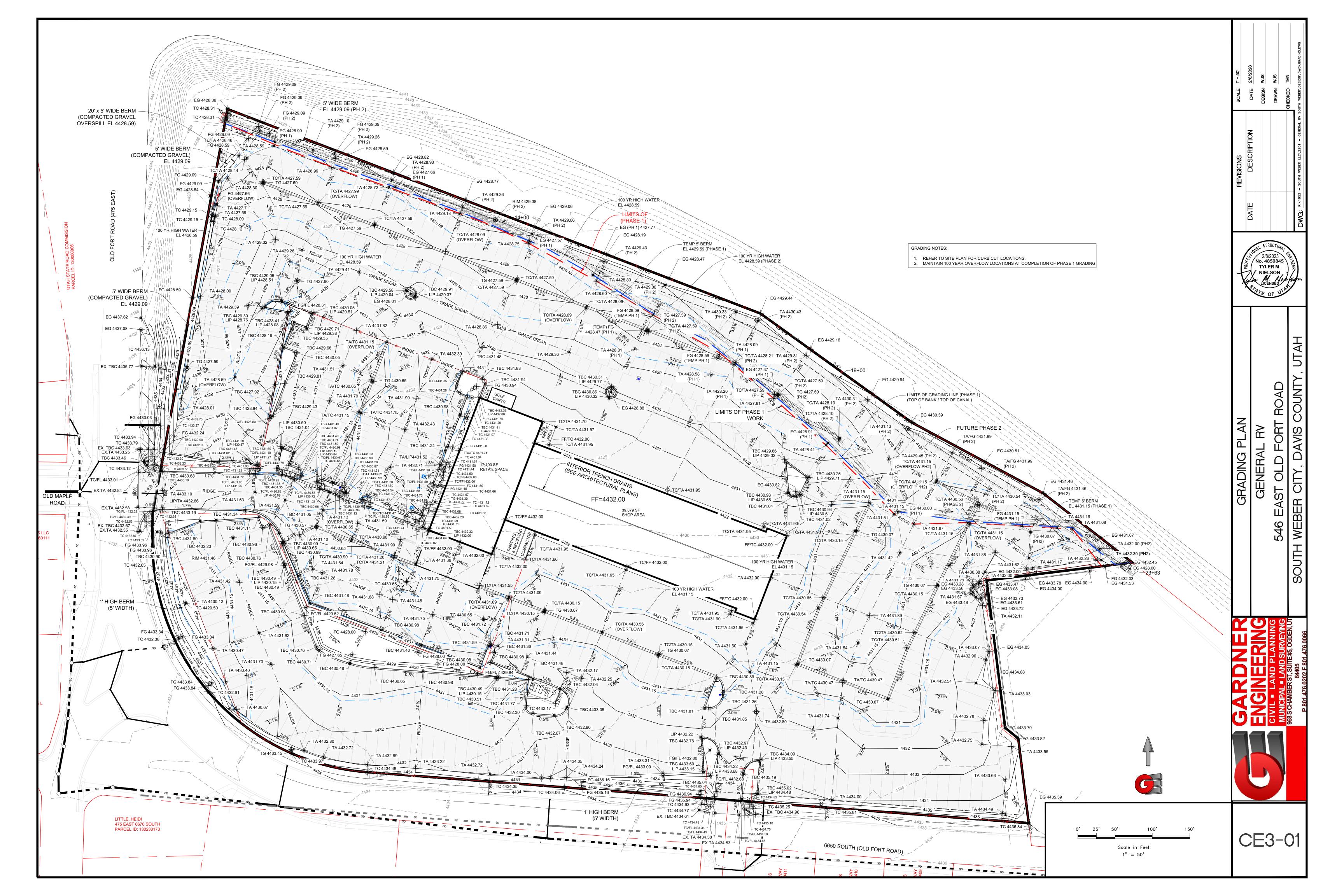


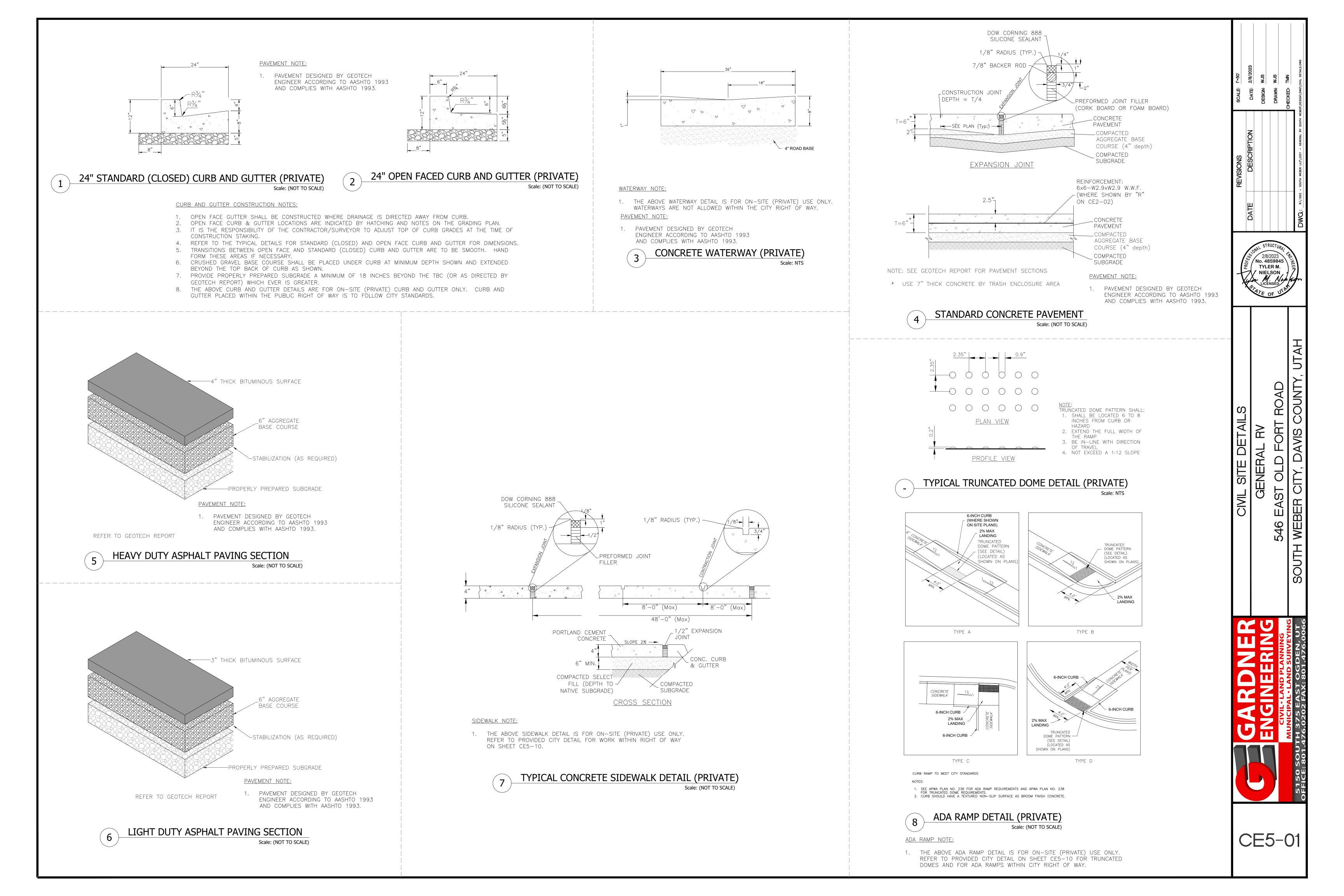


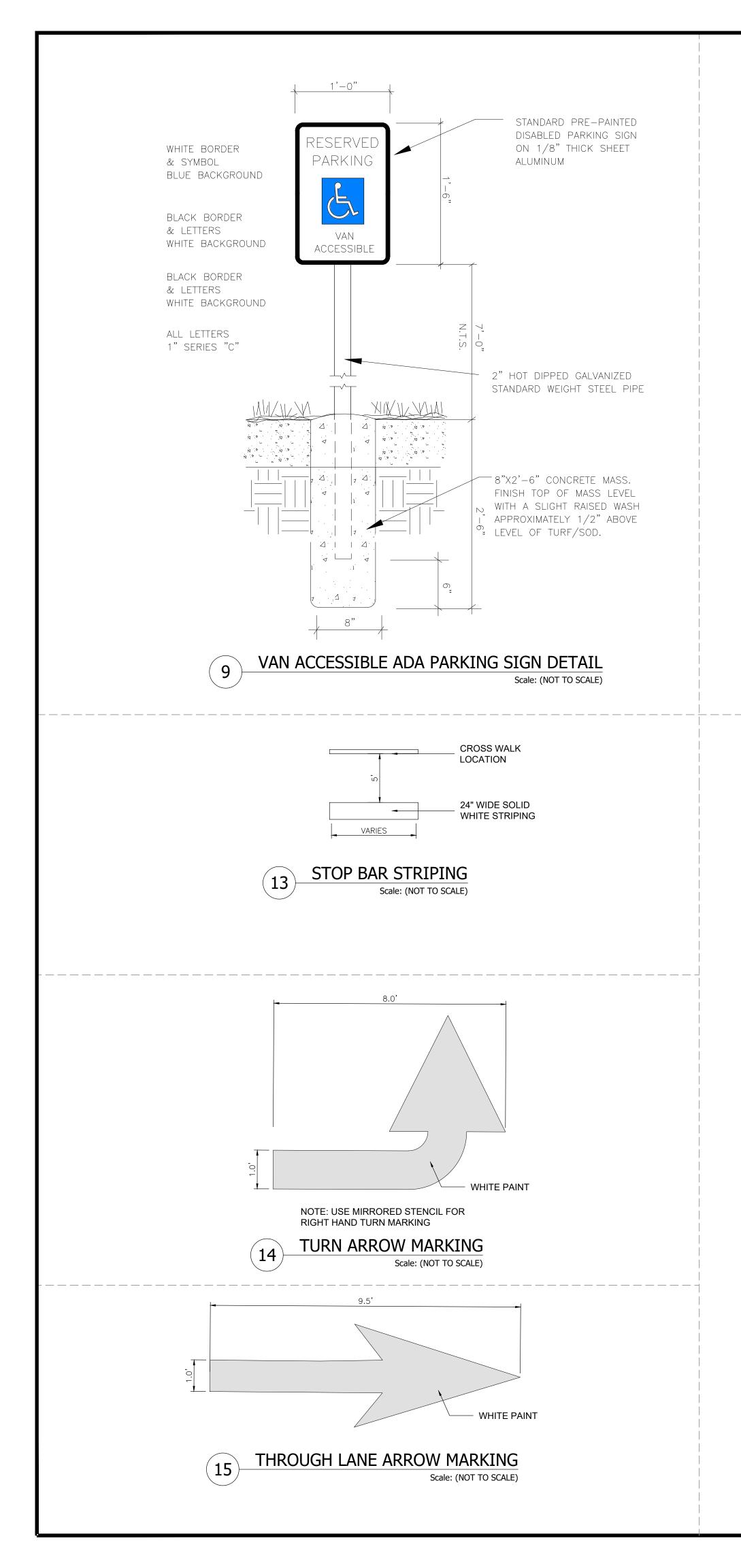


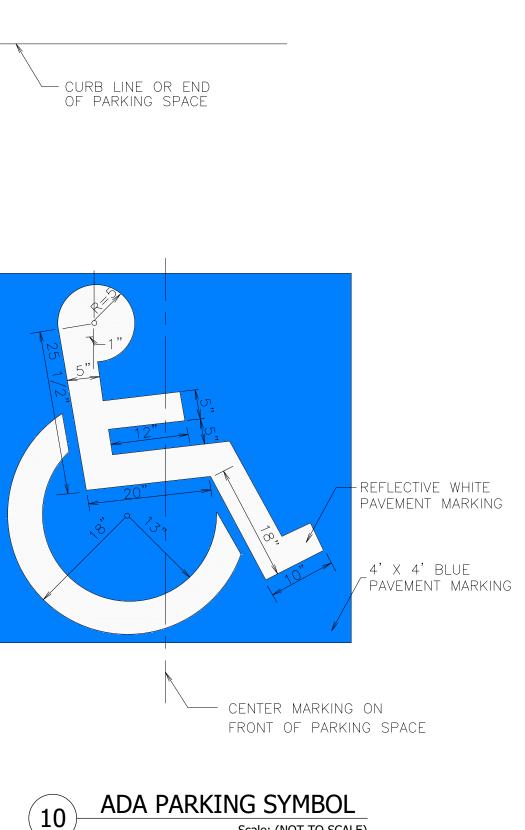












STRIPING VARIES



CHAIN LINK FENCE NOTES:

1. GENERAL

Scale: (NOT TO SCALE)

A. ADDITIONAL CHAIN LINK FENCE REQUIREMENTS ARE SPECIFIED IN APWA SECTION 32 31 13. 2. PRODUCTS

A. TENSION WIRE: ZINC COATED, GALVANIZED, NO. 7 GAGE SPRING COIL STEEL. B. POSTS: SCHEDULE 40 HOT DIPPED ZINC COATED STEEL

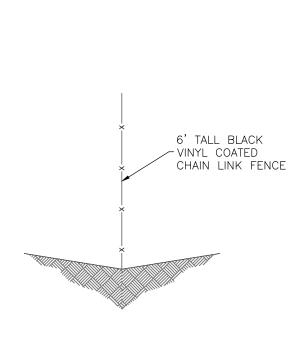
PIPE, ASTM A120. C. CONCRETE: CLASS 4000, APWA SECTION 03 30 04.

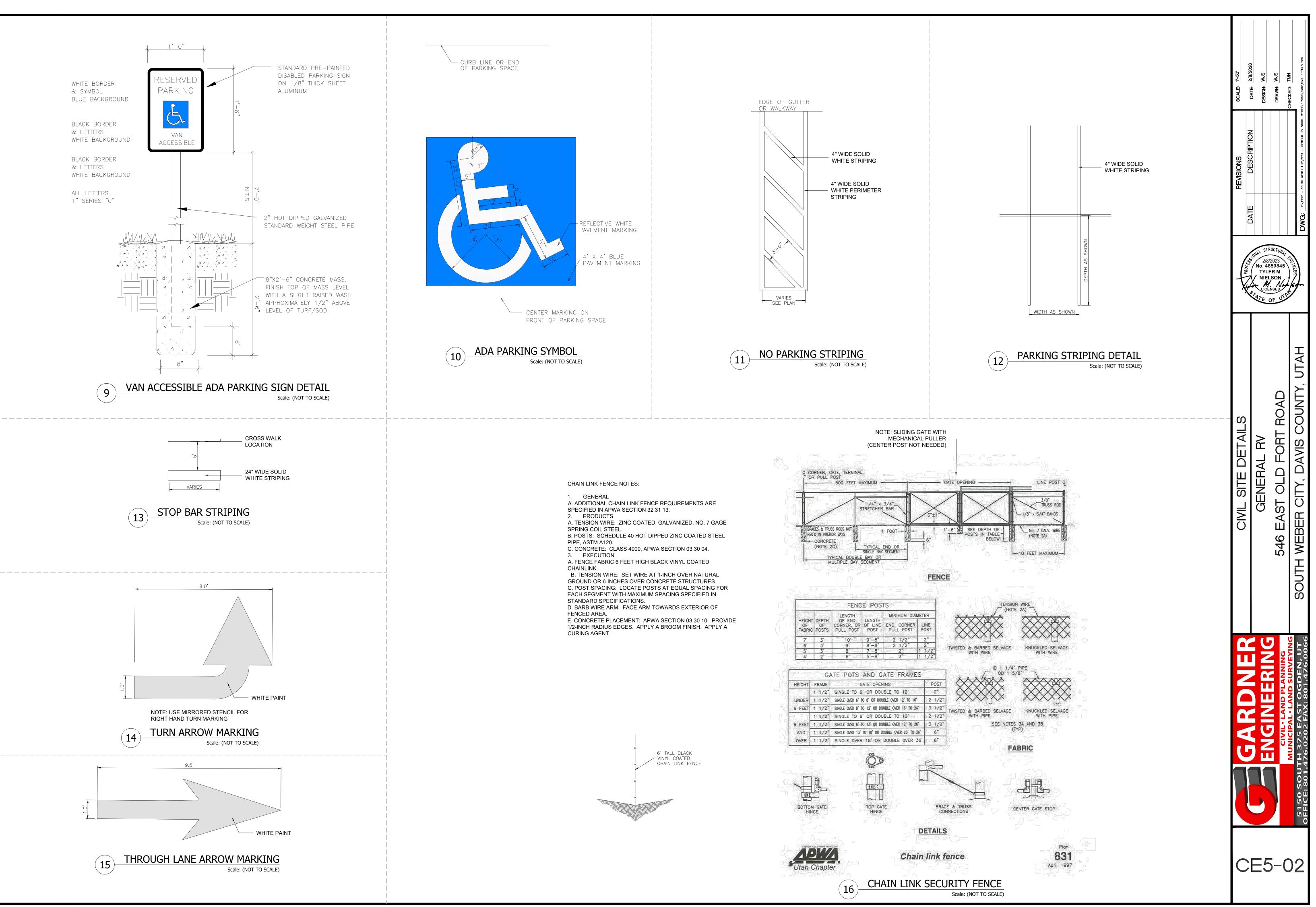
3. EXECUTION A. FENCE FABRIC 6 FEET HIGH BLACK VINYL COATED

CHAINLINK. B. TENSION WIRE: SET WIRE AT 1-INCH OVER NATURAL GROUND OR 6-INCHES OVER CONCRETE STRUCTURES. C. POST SPACING: LOCATE POSTS AT EQUAL SPACING FOR EACH SEGMENT WITH MAXIMUM SPACING SPECIFIED IN STANDARD SPECIFICATIONS.

D. BARB WIRE ARM: FACE ARM TOWARDS EXTERIOR OF FENCED AREA.

E. CONCRETE PLACEMENT: APWA SECTION 03 30 10. PROVIDE 1/2-INCH RADIUS EDGES. APPLY A BROOM FINISH. APPLY A CURING AGENT





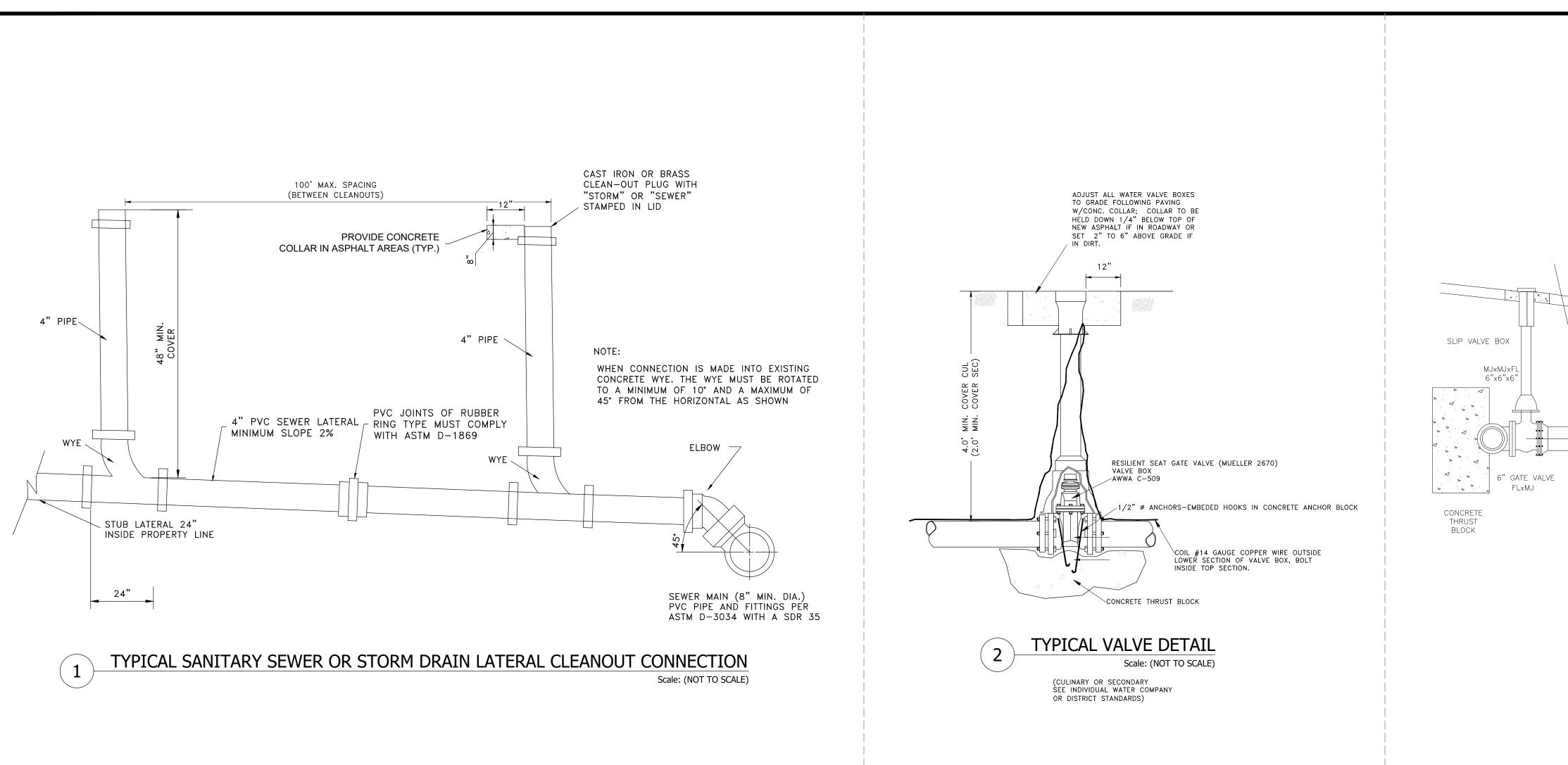


TABLE OF BEARING AREAS IN SQ. FT FOR CONCRETE THRUST BLOCKING

SIZE	BENDS				TEES*	GATE	DEAD	CROSSW/ 1BRANCH	CROSSW/ 2 BRAN.
	90°	45°	22 ½°	11 ¼°	ILL3.	VALVES	ENDS	PLUGGED	PLUGGED
3	1.0	0.0	0.3	0	0.7	0.5	0.7	0.7	0.7
4	1.8	1.0	0.5	0	1.3	0.5	1.3	1.3	1.3
6	4.0	2.2	1.1	0	2.8	0.7	2.8	2.8	2.8
8	7.1	3.8	2.0	1.0	5.0	2.4	5.0	5.0	5.0
10	11.1	6.0	3.0	1.5	7.8	4.5	7.8	7.8	7.8
12	16.0	8.6	4.4	2.2	11.3	7.3	11.3	11.3	11.3
14	21.7	11.8	6.0	3.0	15.4	11.0	15.4	15.4	15.4
15	25.0	13.5	7.0	3.5	17.6	SPECIAL DESIGN	176	17.6	17.6
16	28.4	15.3	8.0	4.0	20.0		20.0	20.0	20.0
18	36.0	19.4	10.0	5.0	25.4		25.4	25.4	25.4
20	44.2	24.0	12.2	6.1	31.4		31.4	31.4	31.4
21	49.0	26.5	13.5	6.8	34.6		34.6	34.6	34.6
22	54.0	29.0	14.8	7.4	38.0		38.0	38.0	38.0
24	64.0	34.5	17.7	8.8	45.0		45.0	45.0	45.0
30	100.0	54.0	27.6	13.8	71.0		71.0	71.0	71.0
36	144.0	78.0	40.0	20.0	102.0		102.0	102.0	102.0

*SIZE IS BRANCH SIZE. FOR 100 P.S.I. INTERNAL STATIC PRESSURE AND 1000 LBS.PER 0.5 X 7.1=3.56 ~ 4 SQ. FT. (~OR 2FT. LONG BY 2FT. HIGH.) SQ. FT. SOIL BEARING CAPACITY.

ALL VALVES, TEES, CROSSES AND BENDS GREATER THAN 22.5" SHALL ALSO BE FITTED WITH MECHANICAL RESTRAINTS, SUCH AS MEGA LUGS OR APPROVED EQUAL.

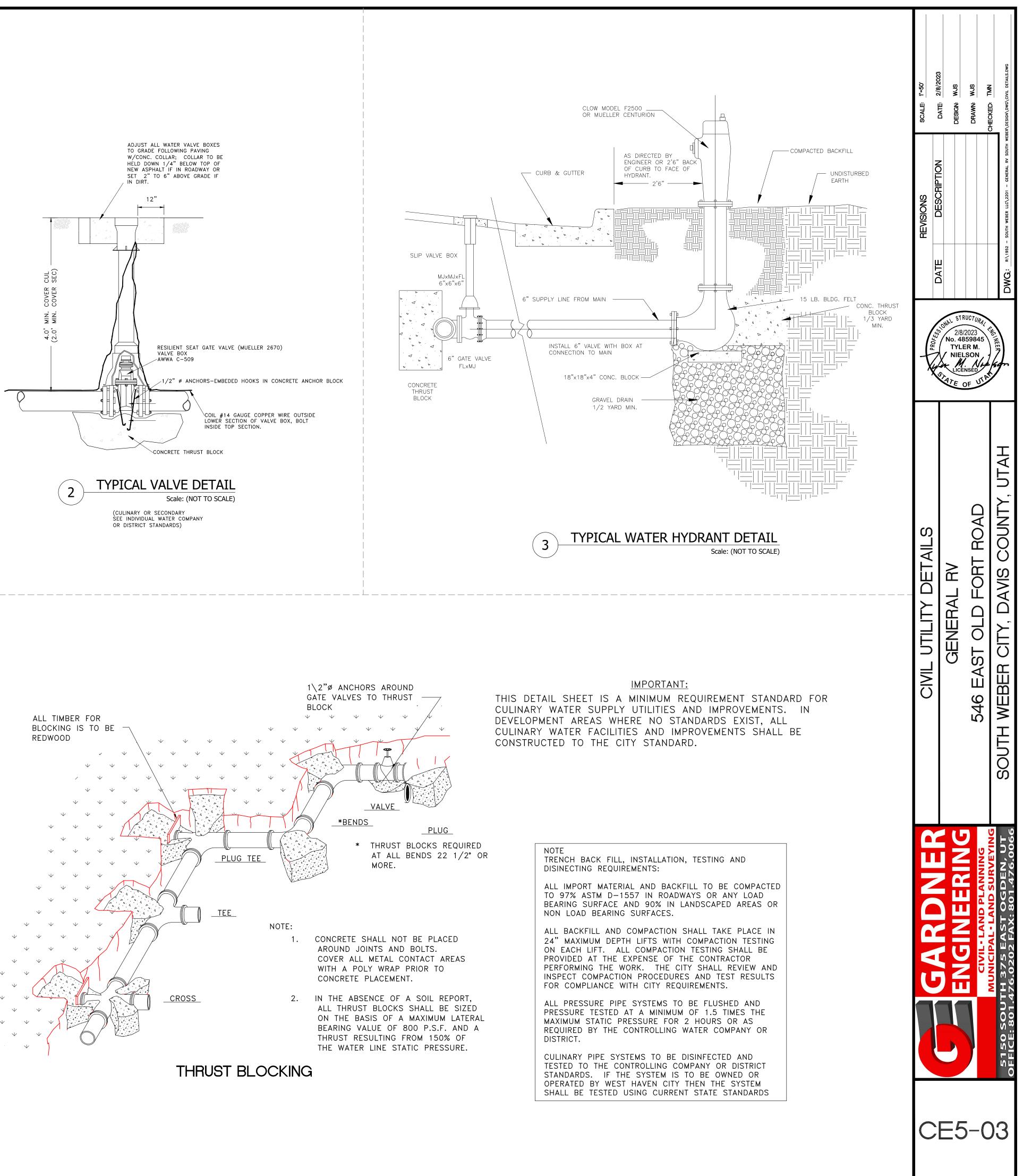
AREAS GIVEN IN TABLE ARE BASED UPON AN INTERNAL STATIC PRESSURE OF 100 P.S.I AND A SOIL BEARING CAPACITY OF 1000 LBS PER SQ. FT. BEARING AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F".

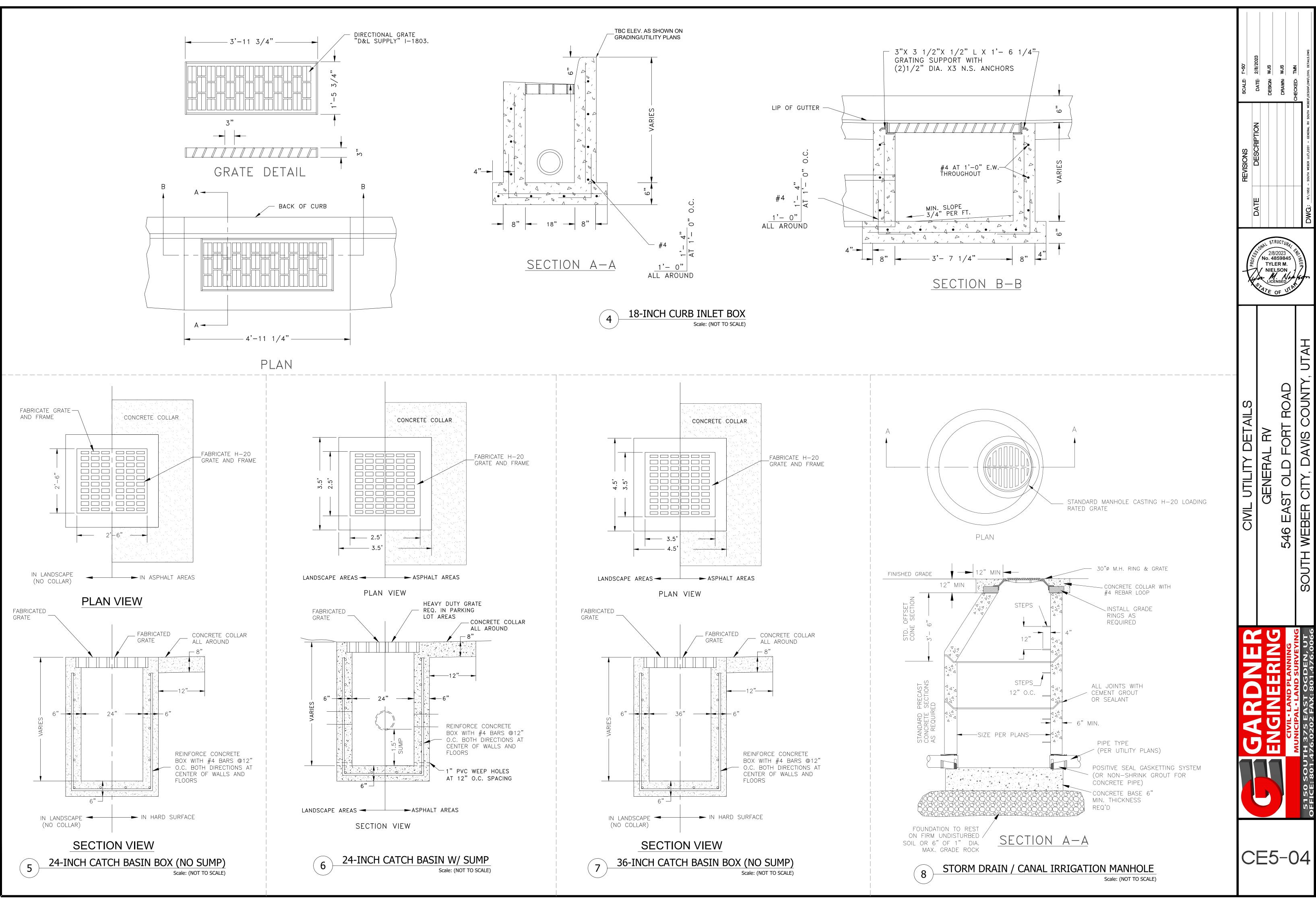
ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS/SQ. IN. F =ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF LBS.

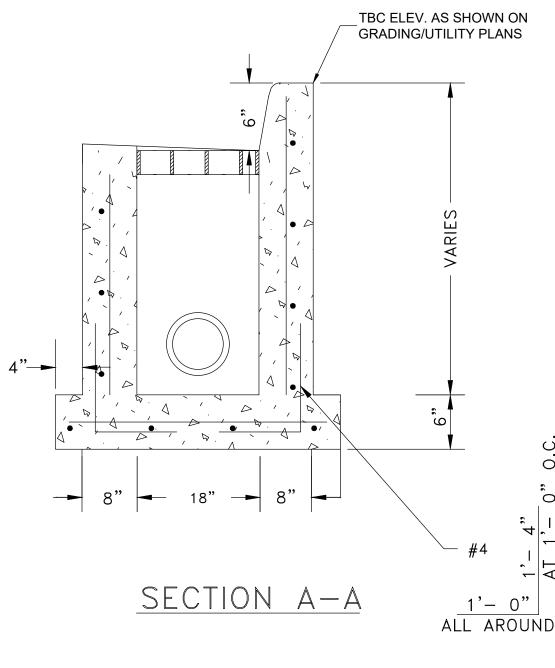
EXAMPLE: TO FIND BEARING AREA FOR 8"-90° BEND WITH A STATIC INTERNAL PRESSURE OF 1500 P.S.I AND WITH A SOIL BEARING CAPACITY OF 3000 LBS. PER SQ. FT. F=1.5 / 3=0.5 TABULATED VALUE = 7.1 SQ. FT.

THRUST BLOCKING DETAIL

APPLIES TO ALL PRESSURE PIPE







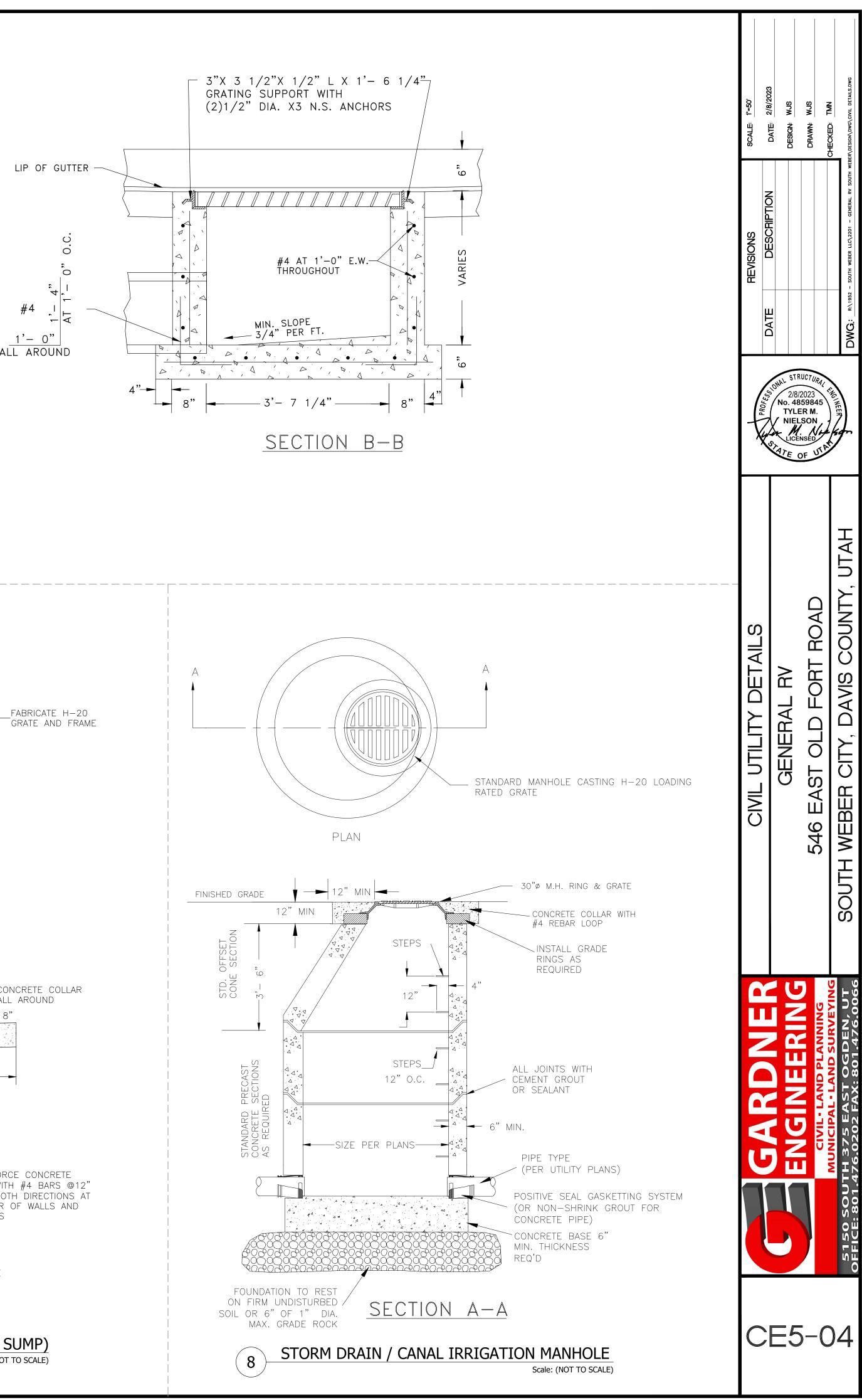




EXHIBIT 4

[Code Modification Table]

City waives requirement for a CMU Wall pursuant to Section 11-4-13 and Section 11-2-3

<u>EXHIBIT 5</u>

[Tax Increment Financing Agreement]

<u>EXHIBIT 6</u>

[Reimbursement Agreement]