SOUTH WEBER CITY COUNCIL AGENDA

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PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Tuesday, July 21, 2020 in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m. *Due to physical distancing guidelines, there is limited room for the public to attend. Unless commenting, please watch on YouTube at the link above. **Attendees are encouraged to wear a face mask**. If you are unable or uncomfortable attending in person, you may also comment live via Zoom if you register prior to 5 pm the day of the meeting at https://forms.gle/PMJFhYFJsD3KCi899. You may also email publiccomment@southwebercity.com for inclusion with the minutes.

OPEN (Agenda items may be moved in order or sequence to meet the needs of the Council.)

1. Pledge of Allegiance: Councilman Soderquist
2. Prayer: Councilman Halverson
3. Corona Update
4. *Public Comment: Please respectfully follow these guidelines
   a. Individuals may speak once for 3 minutes or less
   b. Do not make remark from the audience
   c. State your name and address
   d. Direct comments to the entire Council
   e. Note City council will not respond during the public comment period

ACTION ITEMS

5. Approval of Consent Agenda
   a. Minutes June 9, 2020
   b. Minutes June 23, 2020
   c. Minutes June 30, 2020
6. Ordinance 2020-02: City's Zoning Map
7. Resolution 2020-29: Final Plat for South Weber Transition Subdivision
8. Final Site and Improvement Plans: Morty's Carwash
9. Conditional Use Permit 2020-02: Morty's Carwash
10. **Public Hearing: Budget 2020-2021 Amendment**
11. Resolution 2020-30: Budget 2020-2021 Amendment
12. Fire Department Gurney Purchase
13. Council Chambers Audio-Visual Upgrade Purchase
14. Ordinance 2020-03: City Code Title 4 Public Health and Safety
15. Resolution 2020-31: Legal Service Contract

DISCUSSION ITEMS

16. Paramedic Staffing

REPORTS

17. New Business
18. Council & Staff
19. Adjourn

In compliance with the Americans With Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive,

South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE www.southwebercity.com 4. UTAH PUBLIC NOTICE WEBSITE www.pmn.utah.gov 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

DATE: 07-16-2020 **CITY RECORDER: Lisa Smith** Lisa Smith

SOUTH WEBER CITY
CITY COUNCIL MEETING

DATE OF MEETING: **9 June 2020** **TIME COMMENCED:** **6:00 p.m.**

LOCATION: **South Weber City Office at 1600 East South Weber Drive, South Weber, UT**

PRESENT: **MAYOR:** **Jo Sjoblom**

COUNCIL MEMBERS: **Hayley Alberts**
Blair Halverson
Angie Petty
Quin Soderquist
Wayne Winsor

CITY RECORDER: **Lisa Smith**

CITY ENGINEER: **Brandon Jones**

CITY MANAGER: **David Larson**

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Edward Mueller, Nathan Harmston, James Durrant, Paul Sturm, Corinne Johnson, Joe Prantil, and Amy Mitchell.

Mayor Sjoblom called the meeting to order and welcomed those in attendance. She announced public is seated 6 ft. apart and there are clear dividers in between the City Council.

COVID UPDATE: Davis County has reported a 56.6% increase in cases with 83 cases total. 2.6% positive results of tests administered (goal is below 3%). South Weber City currently has 2 active cases.

1. PLEDGE OF ALLEGIANCE: **Councilman Halverson**

2. PRAYER: **Councilman Soderquist**

3. PUBLIC COMMENT: Please respectfully follow these guidelines:

a. Individuals may speak once for 3 minutes or less
b. Do not make remark from the audience
c. State your name and address
d. Direct comments to the entire council
e. Note city council will not respond during the public comment period

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James Durrant, 7478 S. 1980 E., explained he is the manager for the Cedar Cove Subdivision Homes Owner's Association (HOA). He identified on a map the Cedar Cove Park which the HOA has been maintaining over the years. Recently he discovered South Weber City owns a portion of this park. He explained four of the sprinkler zones are controlled by the HOA's sprinkler box. He contacted Mark Larsen, public works director, to further discuss broken sprinkler heads. Mark Larsen told him the sprinklers need to be maintained by the HOA. Mr. Durrant suggested the city could share the existing sprinkler box or attach their own timer to the box. He requested the city maintain their sprinklers located in the Cedar Cove Park boundaries. David Larson, city manager, had previously spoken to Mark about the situation. He understood the city is to maintain sprinklers on the city property. It was decided David will work with Mr. Durrant to find a solution.

Joe Prantil, 800 East Cottonwood Rod, opposed the RV Park on Cottonwood Drive. He understood the city is moving forward, but he feared the city is afraid of litigation. He encouraged the city to develop some strong expectations and sanctions for not complying.

Nate Harmston, 838 E. 6600 S., expressed the proposed RV Park will have a major impact on his life. He met with some of the city council members individually. He felt it was a bad idea for South Weber City. He echoed the need for severe ramifications for the developer.

Michael Poff, 154 E. Harper Way, addressed the RV Park development agreement. He verified the owner can adjust the number of short term and long term stays at any time. He wondered how that will affect the TUF funds. He believed residency was an issue and questioned how that would be addressed. He said the secondary access was confusing to him. It didn't look like the turnaround was wide enough. He was concerned about the fence. He reviewed the city ordinance for water use. He recommended another public hearing be held whenever an agenda item has been tabled.

Paul Sturm, 2527 Deer Run Drive, articulated South Weber City has tried to keep citizens informed and participating in city government considering the difficulty with the social distancing requirements surrounding the COVID Pandemic; however, he had issues with the planning commission meeting held on 3 June 2020 concerning Morty's Car Wash. Mr. Sturm submitted his written comments following city instructions regarding on-line meeting public comments. During the meeting he learned that the planning commission members had not received his written comments prior to the meeting and couldn't comment regarding the specifics he had addressed. Following the meeting, he was asked by the planning commission to send his comments directly to them because the city was not getting the information to them. He remarked there appears to be a disconnect in providing public comments to the city council and planning commission. He stated there were several agenda items that weren't shown as titles in the packet. He identified pages in the packet and corrections he felt should be made. He also identified questions he had concerning agenda items 9, 10, 11 of the planning commission meeting held on 23 May 2019 regarding the proposed RV Park at 852 E. Cottonwood Lane. (see citizen input #3 Sturm)

Corinne Johnson, 8020 S. 2500 E., was grateful to address everyone in person. She asked to continue the ability of the citizens to meet in person in public meetings.

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Julie Losee, 2541 E. 8200 S., (read by Amy Mitchell) discussed her frustration with not being able to meet for city business in person. (see citizen input #5 Losee)

Amy Mitchell, 1923 Deer Run Drive, thanked the City Council for allowing public comment in person. She felt that public comments had been lost over time in meetings. She addressed her concerns with Morty's Car Wash. She thought the car wash needed to be scaled back. She felt the packet was confusing. She wanted to know how the city will address the parking at Maverik with the car wash. She stated the entrance to the car wash should stand alone. She suggested reviewing the transitional use zone prior to approving anything on the Stephens property. She remarked the chain link fence between car wash and school was an oversight.

Mayor Sjoblom encouraged those with questions to contact the city council to receive answers.

ACTION ITEMS:

4. APPROVAL OF CONSENT AGENDA:

- **Minutes of 12 May 2020**
- **Minutes of 19 May 2020**
- **Minutes of 26 May 2020**

Councilman Halverson moved to approve the consent agenda as written. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilman Winsor moved to open the public hearing to amend the FY 2019-2020 Budget. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

**********PUBLIC HEARING**********

5. Public Hearing: Open and Amend the FY 2019-2020 Budget

Mayor Sjoblom reported the current city budget for 2019-2020 was adopted on August 20, 2019. During the fiscal year unanticipated changes and expenses have occurred. This year's budget needs to be opened and amended to reflect those changes. To amend an adopted budget, a public hearing is required to afford citizens an opportunity to address the proposed changes.

Mark McRae, Finance Director, explained the necessary changes to the 2019-2020 budget. They were as follows:

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General Fund Revenues			
10-32-290	Plan Checks and Other Fees	+	$80,000
10-34-270	Developer Pmts. For Improvements	+	$95,000
General Fund Expenditures			
10-43-110	Admin – Salaries	-	$25,000
10-58-110	Planning – Salaries	+	$25,000
10-58-312	Planning – Engineering	+	$30,000
10-58-328	Planning – Inspections	+	$50,000
10-60-416	Streets – Street Lights	+	$70,000
10-70-110	Parks – Salaries	+	$10,000
10-70-312	Parks – Engineering	+	$10,000
10-70-270	Parks -Utilities	+	$ 5,000

FUND	Description	Account #	Amount	Comments
GENERAL FUND				
Revenues				
	Plan Checks and Other Fees	10-32-290	80,000	High volume of development
	Developer Pmt. for Improvements	10-34-270	95,000	Street Lights and Mailboxes
	Total Increase in Revenues		$175,000	
Expenditures				
	Administration			
	Salaries	10-43-110	(25,000)	Change in Development Coordinator position
	Planning & Zoning			
	Salaries	10-58-110	25,000	Change in Development Coordinator position
	Engineering	10-58-312	30,000	High volume of development and General Plan
	Inspections	10-58-328	50,000	Use of 3rd party inspector and high volume
	Streets			
	Street Lights	10-60-416	70,000	Street Lights paid for by developers
	Parks			
	Salaries	10-70-110	10,000	Promotions and certifications
	Engineering	10-70-312	10,000	Wetlands restoration and Parks projects
	Utilities	10-70-270	5,000	One-time payment on detention basin
	Total Increase in Expenditures		$175,000	

He discussed the amendment to the resolution in the packet to include the garbage can cost of $16,000. There have been a lot of individuals moving into new homes which require cans. There will be a restriction on second cans until the supply arrives. In order to place the order, the money must be appropriated into this budget.

Mayor Sjoblom asked if there was any public comment. There was none.

Councilman Winsor moved to close the public hearing to open and amend the FY 2019-2020 Budget. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the

vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

********** **PUBLIC HEARING CLOSED** **********

Councilman Winsor moved to open the public hearing for Fiscal Year 2020-2021 Tentative Budget. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

********** **PUBLIC HEARING** **********

6. Public Hearing: Fiscal Year 2020-2021 Tentative Budget: Mayor Sjoblom explained the city staff and the city council have worked together over the past several months to put together a balanced budget for all funds which is both fiscally responsible and meets the needs of the city for the fiscal year ending June 30, 2021. All cities in Utah are required to adopt a tentative budget outlining expected revenues and expenditures for the next fiscal year. The city council adopted its tentative budget for 2020-2021 on May 12, 2020. A public hearing was set for June 9, 2020 for public comment on the tentative budget.

Mark McRae, Finance Director, reported the following changes being proposed to the tentative budget:

General Fund - Revenues – Property Tax An increase of $34,000 due to new growth figures from Davis County.
General Fund - Revenues – Contribution from Fund Balance An increase of $51,000.
General Fund – Administration – Professional & Tech. - Attorney An increase of $75,000 for a property rights attorney.
General Fund-Fire-Salaries An increase of $10,000 due to an employee salary adjustment recommended by the finance committee and recalculation of 2020 budget amendment for captains and holidays.
Capital Projects – Revenues – Contribution from Fund Balance An increase of $930,000.
Capital Projects – Revenues – Developer Pmts. for Improv. An increase of $110,000 for developer share of streetlight installation.
Capital Projects – Admin. – Improv. Other than Bldgs. An increase of $30,000 for audio/video upgrade of city council chambers.
Capital Projects – Streets - Land An increase of $800,000 to purchase property for a new public works' shop. This was being re-budgeted from fiscal year 2020.
Capital Projects – Streets – Improv. Other than Bldgs. An increase of $210,000 for streetlight installation.
Sewer Fund – Salaries An increase of $6,000 due to an employee salary adjustment recommended by the finance committee.
Storm Drain Fund – Salaries An increase of $6,000 due to an employee salary adjustment recommended by the finance committee.
Water Fund – Projects An increase of $565,000 in the Job Corp portion of the east bench transmission lines as per signed agreement. An increase of $50,000 in the city portion of the east bench transmission line for property easements.

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Councilman Soderquist asked about the $800,000 budgeted in capital projects for a new public works' shop. Mark explained it will be left until after July 1, 2020 and moved to next year's budget.

Mayor Sjoblom asked if there was any public comment.

Corinne Johnson, 8020 S. 2500 E., addressed the South Weber fire department budget. She was concerned about the high amount of money being spent in this department. She opined the city is overspending in this area. She discussed 35% of South Weber City tax revenue being spent in this department. She presented figures she had collected which compared various cities to South Weber City and the amount of money budgeted, tax revenue received, and money spent on their fire departments. She asked the public safety committee to look into the number of calls outside this city. (see citizen input #4 Johnson)

Michael Poff, 154 E. Harper Way, pointed out his cable bill taxes go to Riverdale City. He requested South Weber City review this issue this year. He asked how much of the general fund goes to streets and roads. He suggested prioritizing. He also suggested reviewing the TUF again. He cautioned being careful with salary surveys.

Councilwoman Petty moved to close the public hearing for Fiscal Year 2020-2021 Tentative Budget. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

********** **PUBLIC HEARING CLOSED** **********

7. Resolution 2020-23: Budget Amendments for the Fiscal Year Ending June 30, 2020:

Councilman Winsor moved to approve Resolution 2020-23: Budget Amendments for the Fiscal Year Ending June 30, 2020. Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

8. Resolution 2020-03: Development Agreement for Riverside RV Resort:
Mayor Sjoblom explained the city council originally reviewed the Riverside RV Park plans and conditional use permit (CUP) on December 10, 2019. After discussion, the council continued the item to January 28, 2020 and established a working committee to research, review, and recommend amendments to the CUP to the full council.

The working committee presented their work for council's consideration on January 28, 2020. They brought forward an amended CUP along with a proposed development agreement. Considering public comment, developer comment, and council discussion, the council continued the items and requested the working committee continue to work on some items that they did not feel were ready for consideration. Some outstanding items the council was hopeful to address in the meantime included but were not limited to city/county boundary, ingress/egress, fire protection & water system setup.

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The committee has since met multiple times to discuss these and other issues relating to the development proposal. The final plans now include two points of ingress/egress, compliance with applicable fire codes, privately-owned water lines, and fencing along I-84 that will include a cable barrier and opaque masonry fence. The development agreement addresses the boundary line situation with approval on the undisputed acreage and contingent approval on the disputed acres based on a satisfactory resolution.

Councilman Halverson referenced a public comment inquiring how the fence and cable barrier requirement along the property line that borders Interstate 84 right-of-way line is justified in regard to setbacks. He remarked the setback is an exception on Interstate 84, which the developer had approved from UDOT and the fire department. He explained UDOT didn't put any restrictions, but the city added the fence and cable barrier requirement. The setbacks are being met on every other boundary except Interstate 84 property line. Brandon explained the city code requires 15% landscaping and the developer is providing 40%. The developer's landscape plan includes a lot of park-like landscaping. Councilwoman Petty had discussed the cable barrier fence with the fire department and was assured it is very strong and will protect visitors in the RV Park. Councilman Soderquist questioned exhibit C concerning the boundary area. Brandon pointed out the label was on page 141 of the packet. Councilwoman Petty explained the second egress is simply to get people out quickly, not necessarily RVs. The turnaround accommodates the fire truck. David Larson revealed in the case of a major evacuation, the main entrance and secondary access would be used. In case something was blocking the main entrance, then the secondary access would be used.

Councilman Winsor referenced a public comment concerning the transportation utility fee (TUF). He indicated even if the developer had every site as a short-term stay, there would still be a TUF collected. Councilman Winsor questioned item #15 in the development agreement concerning the length of stay which states, *15.1 Patrons. Developer shall not permit patrons to stay at the RV Park for more than one hundred twenty (120) consecutive days (the "Maximum Stay Period"). Any patron who stays for the Maximum Stay Period is required to adhere to a seven (7) day leave period before returning to stay at the RV Park (the "Leave Period").* Councilman Winsor asked what happens after 10 years. He recommended including the length of stay in the conditional use permit (CUP) as well. Councilman Halverson expressed none of the construction elements should have any expiration. Brandon Jones, city engineer, agreed. McKay Winkel, developer, understood the agreement was indefinite. He agreed with 120 days being on the CUP. He assumed the TUF would be forever.

Wade Budge, McKay Winkel's attorney, agreed with what McKay stated. Mr. Budge proposed changing the expiration date to be coterminous with the CUP. He explained if the CUP terminated, then the development agreement is terminated. He recommended making sure the development agreement went along with the CUP.

David clarified the development agreement is dependent on the CUP, but not the other way around. Mr. Budge stated they are linked together. He suggested amending the Development Agreement Paragraph 26.3 to read: *"The term of this Agreement shall run and be concurrent with the term of the conditional use permit (CUP) #2020-01."*

Councilwoman Alberts asked about the boundary resolution concerning the 3.32 acres ("Disputed Property"). She pointed out the development agreement states unless and until the

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boundary issue is resolved between Uintah City and South Weber, the owner shall delay construction and improvements of any RV sites, cabin units, park models, or tiny homes upon the disputed property. Mr. Winkel stated they would probably have to move the green space into the 3.32-acre area. David explained the city code still applies.

Councilwoman Alberts asked Mr. Winkel to expand on development agreement item #7 Stream Alteration Permit. Mr. Winkel stated that was required for engineering and he applied for and received it.

Councilwoman Alberts queried how information will be given to the city on the TUF length of stay. Mr. Winkel commented their software will keep track of that information. David explained the utility fee is calculated based upon the actual length of stay. Councilwoman Petty specified if the owner fails to report the short-term stays (STS) and long-term stays (LTS), it does default to LTS. Councilman Halverson explained the city encourages as many STS as possible and still receives the transient tax. Mr. Winkel commented they make more money on the STS.

Discussion took place regarding page 4 of the development agreement item 13.1 paragraph 2 concerning long term occupancy and short-term occupancy.

> ***13.1 ERU Calculation Paragraph 2*** *- The fee for this Development will be calculated based on the number of sites used for long-term stays ("LTS") versus short-term stays ("STS"). For purposes of this Agreement only, an LTS shall be considered a site where a guest has stayed thirty (30) consecutive days or more, and an STS is a site where a guest has stayed twenty-nine (29) consecutive days or less, including any vacant spaces. The determination of LTS versus STS shall be determined based on actual occupancy of the Development on the fifth (5th) day of each month.*

Councilwoman Alberts requested an explanation on 13.2 Long-term Stays and ERU Adjustment.

> ***13.2 Long-Term Stays and ERU Adjustment****. The Owner, in its sole and absolute discretion, may adjust the number of LTS up or down at any time. It shall be the Owner's responsibility to report the number of STS and LTS to the City for the preceding measured month by sending a snapshot report showing how many sites were occupied on the 5th day of the month by LTS vs STS. In the event that Owner fails to report the STS and LTS, the default maximum number of ERUs to be used for the TUF is sixty-nine (69) ERUs.*

Mr. Winkel explained the TUF will change and it will be available through the reports. For example, if an occupant comes in and stays 15 days through the reporting period, the RV Park would pay the short-term TUF, and if the occupant stayed another 20 days, the next month the RV Park would report the occupant as long-term. David remarked as soon as someone moves from being at the RV Park from 29 days to a long-term stay, the report will capture that information. He commented this is more of a report conversation and the software needed to gather this type of information for those reports. Councilman Soderquist understood what was meant but wanted to make sure what was written captures what was meant. Discussion took place regarding the monthly report and what date the report should be submitted. David expressed the report should identify over the last 30 days how many times an occupant went over 30 days.

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Councilwoman Alberts questioned ***13.2 Long-Term Stays and ERU Adjustment****. The Owner, in its sole and absolute discretion, may adjust the number of LTS up or down at any time.* McKay explained the TUF will change based on the reports. David acknowledged this came about because at one time there was no discretion. Councilman Winsor suggested amending the sentence to read as follows: ***13.2 Long-Term Stays and ERU Adjustment****. The Owner, ~~in its sole and absolute discretion~~, may adjust the number of LTS up or down at any time.* Wade Budget, attorney for Mr. Winkel, agreed with the amendment.

Councilwoman Alberts addressed item #17 in the development agreement concerning landscaping and was concerned about the buffer along Interstate 84. She suggested adding that landscape needs continual upkeep to be maintained. Wade stated they will comply with the city ordinance in that regard. Councilwoman Petty voiced the developer will be subject to code enforcement. Councilman Soderquist suggested letting everyone know the boundary had been discussed at length with Uintah City.

Councilwoman Alberts asked if there was an easement for the access road. Mr. Winkel commented there will be a breakaway style gate with a sign for emergency access. David proclaimed that is noted in the plans. Councilwoman Alberts questioned item #26.4 Agreement to Run with the Land concerning if the property were sold would the agreement go with the property. David reported any new owner would be required to abide by the same development agreement.

Brandon Jones, City Engineer's, review of 4 June 2020 is as follows:
This memo addresses the proposed development of the Riverside RV Park. There are three elements needing approval for this development to proceed: 1) Conditional Use Permit (CUP) for use of the ground as a Recreational Vehicle Park (larger than 1 acre), 2) Development Agreement (DA), and 3) Final Construction Plans.

CONDITIONAL USE PERMIT

1. No comments.

DEVELOPMENT AGREEMENT The purpose of the Development Agreement is address in more detail elements that need additional clarity, direction or approval. The following are items dealing with some of the engineering and design elements. These are mentioned mainly for informational purposes.

2. Boundary Resolution. The overall property is 11.85 acres. There is a portion of the development adjacent to the river (about 3.32 acres) where the city's jurisdictional authority is in question. The DA would require that this area receive a determination that it lies within South Weber City before the ground could be developed and used as an RV Park (e.g. no construction of any park sites). Exhibit C shows where the County line is located in relationship to the proposed improvements.
3. Flood Plain. A Flood Plain Permit will be required for development in the flood plain. The 3 permanent structures will require an Elevation Certificate showing that they are at or above the Base Flood Elevation (BFE).
4. Culinary water for Outdoor Use. There are no pressure irrigation service providers near this development. Therefore, the use of culinary water for outdoor use would be authorized. The development would pay for all water used based on their metered usage.

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5. Trail. A 15' wide easement will be dedicated by the developer to the Trails Foundation of Northern Utah (TFNU), and a 10' trail built by TFNU prior to occupancy.
6. Water, Sewer and Storm Drain Responsibility. All interior water main lines, fire hydrants and services will be private past the water meter servicing the development. All sewer mains and laterals will be private and connect to the Central Weber Sewer main. All elements of the storm drain system are private and connect to the UDOT storm drain line that discharges into the river.
7. Cottonwood Drive Waterline Project. The developer agrees to contribute $35,000 towards South Weber City's portion of the project. The City agrees to complete the project by November 30, 2020.
8. Fire Flow. The required fire flow is 1,500 gpm and must be provided prior to any structures being built.
9. Transportation Utility Fee. The TUF will be charged based on a monthly report provided by the RV Park showing evidence of how many long-term stays vs. short-term stays occurred. The fee may be adjusted monthly accordingly. If no report is provided, the maximum fee will be charged.
10. Setback Exception. In exchange for the City allowing sites within the 75' setback, the developer will install a cable barrier fence and an opaque masonry fence along I-84. The cable barrier fence is intended to protect the occupants of the park against errant vehicles/trucks potentially running off the freeway. The masonry fence is intended to be an attractive element of the development as well as protect against park occupants (especially children) climbing the fence and getting into the freeway property.

FINAL PLANS

11. Two means of ingress/egress are being provided.
12. All other elements shown on the plans (dated May 19, 2020) meet the City Standards.

RECOMMENDATION

We recommend approval of the CUP, Development Agreement and Final Plans, as currently proposed.

Barry Burton, City Planner's, review of 5 June 2020 is as follows:

PL 1. APPLICANT: FM Winkel Family LLC

PL 2. REQUEST: Conditional Use approval for an RV Park next to the Weber River east of the bridge into Uintah.

PL 3. GENERAL INFORMATION: The Park will consist of 102 RV sites and 4 tent sites. Twenty-three of the RV sites will be Alternate Units (also called Park Units or tiny homes) that will be owned by the RV Park and rented. Seventy-nine will be back-in or pull-through spaces. This is well within the 174 spaces allowed by the ordinance on an 11.85-acre parcel. There will be three permanent buildings: an office building, a laundry building and a restroom/shower building. Amenities include a swimming pool and a pickle ball court. They are also allowing the installation of a public trail along the river to be constructed by others.

PL 4. ORDINANCE COMPLIANCE: The provisions of Section 10-7, Conditional Uses, apply to this proposal. Sections 10-7-3 and 10-7-5 are general provisions applying to all conditional

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uses in non-residential zones. There are both subjective and objective provisions in these code sections. The objective requirements have been met. In my opinion, the subjective requirements have also been fulfilled.

Section 10-7F contains requirements specific to RV parks. There are several conditions listed in Section 10.7F.1 of the Zoning Ordinance that I believe have all been met. I also believe the requirements of Section 10.7F.2 have been fulfilled with one exception. Section 10.7F.2 states that:

> ***Setbacks:***
> *1. No trailer or service building or structure shall be placed or permitted within one hundred feet (100') of the road or street upon which the lot or area fronts, or within seventy-five feet (75') of any other boundary line.*
> *2. The Planning Commission or City Council can approve setbacks of less dimensions than required if in its review of the site plan of the proposed RV park it finds evidence of special landscape buffering that in its determination effectively: a) visually screens the park from adjoining land uses; b) mitigates adverse impact on and from the park; and c) provides for an attractive park-like setting. In no cases shall the setback distance be less than three feet (3').*

All of the RV sites adjacent to I-84 are less than 75' from the boundary of the property, but all are at least 100' from the shoulder of the freeway. For safety purposes, the developer is proposing a cable fence barrier along this property line. I believe the distance from these RV and tent sites to the nearest freeway lane as well as the proposed barrier fence, introduced landscaping and natural landscaping justify the granting of this reduction in setback.

PL 5. FLOODPLAIN: Much of this property, including the sites of the three permanent buildings, lies within the floodplain. According to FEMA Flood Insurance Rate Maps (FIRMs), the proposed finish floor elevations of these structures is at or above the Base Flood Elevation (BFE) as required. Developers will need to apply for a Floodplain Development Permit and, upon completion of the floors, provide an Elevation Certificate for each structure verifying it is at or above the BFE. The floodplain development permit requires that they show no rise in BFE as a result of the development. It would be issued by me as the Floodplain Administrator for the City. Elevation Certificates are provided by a licensed surveyor.

PL 6. OTHER: The developers are willing to grant an easement along the river for the purpose of a public trail. The trail, however, will be built by the Trails Foundation of Northern Utah (formerly Weber Pathways) later. Therefore, the Foundation will need an easement for public use along the trail alignment. We propose that those easements be surveyed after construction in order to have a more accurate description of the locations and that the easements be provided prior to occupancy. This is specified in a provision of the proposed development agreement.

Sewer, water and storm drain lines within the site will be privately owned and maintained. This is outlined in a provision of the proposed development agreement.

The one unresolved issue I see at this point is regarding the legal jurisdiction over the 3.32 acres of the site that may or may not be in Uintah City/Weber County. The developer is being tasked with resolving this issue by the development agreement. Mr. Winkel is requesting the entire site

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plan be approved subject to the resolution of this issue. If he is subsequently successful in proving this property is in South Weber, no further action by the City would be required. If the Council agrees with this approach, I recommend they be allowed to proceed with installation of all utilities and roadways for the entire development, but not be allowed to construct any RV pads on the 3.32 acres. In this way, the City only approved the land use for the portion of the site unquestionably within its jurisdiction. They would only be installing private pipelines and private roads on the disputed property which any landowner can do without jurisdictional approval.

PL 7. STAFF RECOMMENDATION: I recommend the City Council approve this proposed conditional use with the following conditions:

a. No RV sites be constructed on the disputed 3.32 acres until proof has been provided that the property is in South Weber.
b. A Floodplain Development Permit be obtained for the 3 permanent structures.
c. At the appropriate time, Elevation Certificates for the 3 structures will be provided.
d. Approval of the accompanying development agreement.

Councilwoman Petty moved to approve Resolution 2020-03: Development Agreement for Riverside RV Resort with the following amendments:

1. **Amend *13.2 Long-Term Stays and ERU Adjustment. The Owner, ~~in its sole and absolute discretion,~~ may adjust the number of LTS up or down ~~at any time~~.* And indicate it will be a monthly report for STS versus LTS.**
2. **Amend Paragraph 26.3 to read: *"The term of this Agreement shall run and be concurrent with the term of the conditional use permit (CUP) #2020-01."***

Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council members Halverson, Petty, Soderquist, and Winsor voted aye. Councilwoman Alberts voted nay. The motion carried 4 to 1.

9. Final Site and Improvement Plans: Riverside RV Resort:
Councilwoman Alberts asked if parking stalls are within code. It was stated they are within code. The cable fence will be installed on the boundary line and inside that will be the masonry fence.

Councilman Soderquist moved to approve the Final Site and Improvement Plans: Riverside RV Resort. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

10. Conditional Use Permit 2020-01: Riverside RV Resort:
Conditional Use Permit #2020-01
Applicant: Riverside RV Park
Proposed Use: RV Park
Address: 855 E Cottonwood Drive, South Weber UT 84405
Zone: Commercial Recreation

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Along with compliance to all applicable state and city codes, the conditional use permit has been approved with the following conditions:

1. 24-hour on-site management shall be provided.
2. Quiet hours shall be from 10:00 p.m. to 7:00 a.m.
3. RV Park rules must be posted on-site and given to all patrons.
4. Management must enforce park rules. Any changes to the park rules shall be provided to the City within 1 week.
5. Patrons shall stay for no more than one hundred twenty (120) consecutive day and must abide by a seven (7) day leave period before returning to stay at the RV Park.

David explained if the CUP is out of compliance with code, it will go through the proper process. Councilman Winsor wondered how the public would be assured of compliance to the conditions. David explained the city has a code enforcement officer. Mr. Winkel stated it will be a very well-run RV Park.

Councilman Winsor moved to approve Conditional Use Permit 2020-01: Riverside RV Resort. Councilman Soderquist seconded the motion. Mayor Sjoblom asked if there was any comment. Councilwoman Alberts commented this was a tough spot to be in. She was not on the council for these changes and choices but is now. She commented there are not likely any who have studied this development more than she had. She walked the property. She observed some of the concerns that she and many others have firsthand. She personally met and spoke with those who live closest to it. She listened to every past meeting concerning the changes and votes that took place leading to this point. She spent probably 15 hours doing a deep study of city code and finding things that still needed to be addressed. In fact, many of the changes made were due to those findings.

She appreciated some of the concession made by McKay, but still felt like it is less of an RV park and more of a mobile home park on wheels. She believed McKay has every intention of making this a beautiful park, but she worried if it ever got sold the new owner wouldn't have the same enthusiasm for a nice place and all the allowances.

She lamented many additions in the city make big promises but under deliver. Once everything is said and done, it is the citizens who must pay the price for any nuisance that the city did not address at the time catering instead to a developer or owner. She indicated the city has a habit of mandating the code be followed completely when it is in favor of the developer, and yet making concessions when it is in favor of the city. She expressed the owner changing long-term and short-term stays at will is not okay. There needs to be notice before changes are made, and she wanted a limited number of changes a year. There was nothing in the agreement about up keeping existing landscaping. The code requires a landscape buffer but says nothing about ensuring that landscape is continually maintained. This agreement ends in 10 years – then what? Why would we only want to make sure this RV Park does its due diligence for 10 years when it is expected to be within the city inevitably? Additionally, while the agreement expires, the RV Park wants to be grandfathered into the code. One of those needs to change. She also opposed the agreement moving with ownership. This agreement is with McKay based in good faith that are representative of McKay's diligence in this project. The city is not guaranteed the same philosophy with a new owner. Additionally, once again there are no teeth in this CUP. She refused to put the citizens through another CUP that cannot be enforced. For example, the RV

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Park rules say it will be given to each patron and the rules will be enforced, but what happens if they are not? What recourse does the city have?

Mayor Sjoblom called for the vote. Council Members Halverson, Petty, Soderquist, and Winsor voted aye. Councilwoman Alberts voted nay. The motion carried 4 to 1.

11. Resolution 2020-24: 2020 Streetlight Installation Project:

Mayor Sjoblom explained on May 28, 2020 at 2:00 pm., bids were opened for the 2020 Street light installation project. Five bids were received. The results of the bidding are shown on the enclosed bid tabulation. A few minor errors were found; however, these errors did not change the ranking of the bids.

The project entails installation of new city-purchased streetlights in subdivisions where developers have previously paid for them. There will be 18 residential and 21 intersection style streetlights installed. City engineer Brandon Jones recommended that the council award the project to **BIG BEAR ELECTRIC** with their bid of **$183,980.00**. This recommendation is based upon the contractor's experience in doing similar work, as well as a favorable recommendation from our streetlight supplier Carson Fillin (SSCO). Carson has been involved in several other projects with Big Bear Electric and highly recommends them.

ENGINEER'S ESTIMATE		Big Bear Electric Inc.		Hunt Electric		B. Jackson Construction & Engineering Inc.		Sorensen, Craig F. Construction Inc.		Royalty Services Group Inc.	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
$ 10,000.00	$ 10,000.00	$ 5,500.00	$ 5,500.00	$ 2,968.00	$ 2,968.00	$ 6,000.00	$ 6,000.00	$ 7,630.00	$ 7,630.00	$ 30,626.00	$ 30,626.00
$ 7,000.00	$ 7,000.00	$ 6,850.00	$ 6,850.00	$ 14,057.00	$ 14,057.00	$ 10,400.00	$ 10,400.00	$ 1,825.00	$ 1,825.00	$ 2,800.00	$ 2,800.00
$ 10.00	$ 34,000.00	$ 26.00	$ 88,400.00	$ 18.75	$ 63,750.00	$ 26.00	$ 88,400.00	$ 26.50	$ 90,100.00	$ 60.28	$ 204,952.00
$ 750.00	$ 50,250.00	$ 450.00	$ 30,150.00	$ 319.00	$ 21,373.00	$ 850.00	$ 56,950.00	$ 750.00	$ 50,250.00	$ 441.78	$ 29,599.26
$ 750.00	$ 750.00	$ 450.00	$ 450.00	$ 940.00	$ 940.00	$ 850.00	$ 850.00	$ 705.00	$ 705.00	$ 684.32	$ 684.32
$ 2,000.00	$ 36,000.00	$ 950.00	$ 17,100.00	$ 1,523.00	$ 27,414.00	$ 1,700.00	$ 30,600.00	$ 2,200.00	$ 39,600.00	$ 1,656.66	$ 29,819.88
$ 2,500.00	$ 52,500.00	$ 950.00	$ 19,950.00	$ 1,847.00	$ 38,787.00	$ 2,000.00	$ 42,000.00	$ 2,475.00	$ 51,975.00	$ 2,310.56	$ 48,521.76
$ 4.00	$ 4,800.00	$ 5.00	$ 6,000.00	$ 9.23	$ 11,076.00	$ 4.00	$ 4,800.00	$ 5.00	$ 6,000.00	$ 5.60	$ 6,720.00
$ 5.00	$ 2,000.00	$ 8.25	$ 3,300.00	$ 19.97	$ 7,988.00	$ 13.00	$ 5,200.00	$ 15.00	$ 6,000.00	$ 12.60	$ 5,040.00
$ 7.00	$ 5,600.00	$ 7.85	$ 6,280.00	$ 17.74	$ 14,192.00	$ 11.00	$ 8,800.00	$ 14.00	$ 11,200.00	$ 8.82	$ 7,056.00
	$ 202,900.00		$ 183,980.00		$ 202,545.00		$ 254,000.00		$ 265,285.00		$ 365,819.22

Councilman Halverson moved to approve Resolution 2020-24: 2020 Streetlight Installation Project to accept the bid and award the project contract to Big Bear Electric for $183,980.00. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilwoman Alberts thanked the municipal committee and city staff for all their work on this project.

12. Fraud Risk Assessment:

Mayor Sjoblom reported the state auditor has issued a new requirement that each local government entity will need to complete an annual fraud risk assessment the end of each fiscal year starting with the current fiscal year. The governing board of each entity may assign a board member, staff member, volunteer, or paid professional to complete the assessment on their behalf. The chief administrative officer and chief financial officer must certify the assessment. The completed and certified assessment must be presented to the governing board prior to the

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end of the fiscal year. The purpose of this agenda item was for the Council to assign an individual to complete this assessment.

Councilwoman Petty moved to appoint Mark McRae, finance director, to complete the Fraud Risk Assessment by the end of the fiscal year. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

13. Resolution 2020-25: Legal Services Contract:
Mayor Sjoblom expressed South Weber City needs legal advice from a firm with land use expertise. The city staff reached out to firms with known experience in these matters and received offers from three different firms: Snow Christensen & Martineau, Parsons Behle & Latimer, and Jones Waldo. After a review of each firm's experience and qualifications, discussions with the individual attorneys who would be working with the city, and an evaluation of the hourly rates of each firm; the city staff recommended engaging the services of Snow Christensen & Martineau. Although all three firms have knowledge and experience that would benefit South Weber City, Snow Christensen & Martineau will provide a three-person team of experienced attorneys at the lowest hourly rate of the three firms.

Councilwoman Alberts asked what the rates were. David reported Parsons Behle & Latimer is $280/hr. and Jones and Waldo is $350/hr.

Councilman Halverson moved to approve Resolution 2020-25 for Snow, Christensen, & Martineau: Legal Services Contract. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

DISCUSSION ITEMS:

14. Northern City Boundary
Mayor Sjoblom reported Uintah City recently approached South Weber City about discussing the two cities' common boundary. Mayor Sjoblom, City Manager David Larson, and City Planner Barry Burton met with representatives from Uintah City on May 5 and determined that a joint working group with four representatives from each city would get together and develop a joint resolution between both cities that would clarify the boundary and could go before both city councils for consideration.

South Weber City's representatives on the working group are Mayor Sjoblom, Barry Burton, Councilmember Blair Halverson, and Planning Commission Chair Rob Osborne. They met with Uintah City representatives as a working group on May 21 to begin discussions. Mayor Sjoblom reported on those discussions during the May 26 City Council Meeting.

> *It has been determined that the boundary should cross I-84 at the east end of the northernmost Geneva Gravel Pit, follow along the north side of I-84 (next to the freeway) west until it reaches the east end of the McKay Winkel property, and follow the current river alignment until approximately Adams Ave where it follows a section line westward to the rear lot line of the last house on the north side of the west end of Harper*

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Way. At that point, it would follow the south right-of-way line of I-84 to the Riverdale City boundary.

This discussion item was a chance for the entire city council to provide input to the members of the working group as they continue to represent the city in discussions with Uintah City to prepare a joint resolution to come before the council at a future date. Councilman Halverson asked about the Layne Kap property next to Riverdale City. David understood there are issues with that parcel, but the city needs to approach Riverdale. Councilwoman Petty identified the proposed new city/county boundary on the map. David discussed city boundaries are generally based on city services and so this has been the driving force behind this discussion. Councilwoman Petty asked if Uintah City could provide services to the RV Park. Councilman Halverson did ask that question to the Uintah mayor. David pointed out that is a question the mayor from Uintah would need to answer. He stated as we move forward the working committee will continue to meet together. A metes and bounds description will be put together. Ultimately, a joint resolution declaring the boundary will come before each council for approval. Councilwoman Alberts asked about the possibility of shared funds with Uintah concerning maintenance of Cottonwood Drive. She suggested it as a compromise for South Weber City taking over the service of the RV Park. Councilman Soderquist recommended looking at the location of the Weber River. He asked if South Weber City and Uintah City agree but the counties don't agree. David expressed the city boundary doesn't need to follow the county boundary.

REPORTS:

15. New Business: Councilman Winsor recommended the city put together a task force to discuss possible location for a new city office building. Councilman Halverson agreed. It was decided the admin/finance committee would take on this task.

Mayor Sjoblom expressed the need for the Red Hawk HOA to maintain the corner piece of property along 8200 South.

Councilwoman Alberts suggested public/safety committee look into Corinne Johnson's concerns with the fire department.

Councilman Soderquist asked if Maverik had been consulted about the entrance for Morty's Car Wash. Brandon stated Maverik signed an easement. It was decided David will work with Mark Larsen and the Cedar Cove HOA concerning the sprinkling system concerns at Cedar Cove Park. Councilman Soderquist commented Mark told him he wants to make sure the system is up to city code.

16. Council & Staff:

Mayor's Items:

1. Facts from the Wasatch Front Regional Council Committee Meeting: In the past 3 months:

    a. Fuel tax: - 13%

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b. E-commerce: +40%
c. Telecommuting: +40%
d. Transit use: -70%
e. Bicycle and Open Space use: +100%
f. Freeway volumes: -40%
g. Travel time by auto: -15%
h. Air Emissions: -38%

2. Rapid growth predicted for the Wasatch front will likely not decrease due to COVID but could possibly be accelerated due to economy of Utah.

Councilman Halverson: reported on the planning commission meeting on 3 June 2020. The conditional use permit and final plat were approved for Morty's Car Wash. There was public comment concerning this item.

Councilwoman Alberts: explained the public relations committee met to discuss an upgrade for the audio sound system for city hall. They are looking at options for possible two-way communication. On 7 July 2020 there will be a town hall meeting. She appreciated the service from the municipal utilities committee. She reported the country fair days committee decided to go forward with modified celebration.

Councilman Soderquist: revealed the admin committee met twice to discuss salaries. He met with the gravel pit committee. They have done many things to mitigate dust. They have delayed the start time to accommodate high winds.

Councilwoman Petty: reported the parks and recreation committee met with the train club. They will do a train ride in June with restrictions. The wetland restoration project must be completed by 1 July 2020. David explained any known entities that have participated in putting fill there are being contacted.

Councilman Winsor: explained the town hall meeting on 7 July 2020 will be a panel discussion concerning fiber. They have asked a few members of the community to sit on the panel to discuss options for the city. This will be an informative discussion. The utilities committee is continuing to discuss option for the streetlight improvement project. They will report on the public works building soon. The mosquito abatement committee will meet this Thursday. There are no active cases of West Nile virus in Utah.

City Manager, David Larson: reported on June 24th & June 25th there will be a general plan open house. The city council meeting will be cancelled on June 23rd and moved to June 30th.

City Recorder, Lisa Smith: announced the town hall meeting will need to be noticed.

CLOSED SESSION: Councilwoman Petty moved to adjourn the council meeting at 9:07 p.m. and go into a closed session held pursuant to the provision of UCA Section 52-4-205(1)(d) to discuss the purchase, exchange, or lease of real property. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

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RECONVENE: Councilman Winsor moved to reconvene the council meeting at 10:01 p.m. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

ADJOURN: Councilman Winsor moved to adjourn the council meeting at 10:02 p.m. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED:_____ **Date** 07-21-2020
Mayor: Jo Sjoblom

_____
Transcriber: Michelle Clark

_____
Attest: **City Recorder: Lisa Smith**

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CC 2020-06-09 CI #1 McCracken

29 May, 2020

Dear Mayor,

I am writing to you to express a couple of ideas/suggestions I have for our town. As you know, I always have an opinion about everything. That said, I will give you my opinions about two items I think are important.

The first is of immediate concern. I know you are in process of doing next year's budget. With the pandemic, I know the sales tax income will be much lower and I expect other incomes will also be impacted. It could possibly even lower home assessment values for property tax evaluation. Therefore, I propose that the city council make a one year tax adjustment to raise our property tax rate to cover the loss of expected income. At the same time, I would ask that the "nice-to-have" items (trails, parks, and other non-essential budget items) be reduced to a bare minimum to allow the budget to remain within an acceptable level. I think it would also be acceptable to begin to build a "rainy day" fund even as we are being deluged. These are not easy tasks but I believe are needed to maintain our community in the nice manner we currently have.

The second item is of a less immediate nature. I don't believe the 30 year plan for South Weber growth is of such a priority that it needs to be decided at this time. I recommend putting the effort on hold until after the pandemic when we all can review and discuss it in an open forum and not be limited to a virtual review. As you know, I have thoughts on the future growth of this community even though I will not be here in 30 years. Some areas of issue I have no ideas/input to so will not address. There are two issues I definitely think are important.

First is the plan to have a river walk the entire length of the Weber River through South Weber. It is of vital importance to preserve this environment while we have the chance. I would propose a 50 foot easement back from each river bank. This would allow trails, fishing, and riverine environment that would enhance the community. If we lost that it would never be able to be regained.

The second concern is the gravel pits. Basically, the value of the land/property has already been extracted. What is left is in reality a liability. It should not have anywhere near the value of surrounding real estate but instead should be required to undergo a reclamation effort by the current business and not left as an eyesore for the city. The hole on the east of Highway 89, south of the Weber river, could possibly be used as a giant recreation area, to include such things as ball fields, bike or skateboard parks and such if some reclamation occurred. The only other realistic value would be for a salvage yard or land fill, which I don't think the city would want.

The hole on the west side of Highway 89 is another problem. The idea of high density housing is really a nonstarter. Any break in the river would immediately put the entire internal

community in immediate danger. In addition, placing housing there would require the ongoing cost of maintaining pumping stations to get the sewage into the system with a perpetual burden of raising sewer rates for the whole community. Any pumping failure would involve the city in lawsuits to repair/replace ruined items caused by sewer backups. This would also be true of any storm drainage system. Just the cost of maintaining these systems would be an unfair constant drain on the utility resources. This said, any commercial endeavors would have to be limited to the drainage fields required to provide septic lines for each business so as not to have to tie into the sewer system, and a separate private pumping system for runoff water..

I believe a reasonable solution would be to work with a utility system to have the entire pit turned into a renewable energy source. This could include both solar and wind farms. South Weber may even be able to get a deal wherein it receives a royalty from the energy production. The viable options for this pit are few.

The other pit, the one north of the river, is not in South Weber but will probably be a constant reminder/monument of how not to use our environment.

This letter is intended to provide some ideas and input into our city's needs and future. It is intended to replace the normal input that would be given in open council meetings if they were available. Inasmuch as the only meeting format at this time is on-line, I am submitting them to you, and if appropriate ask they be read into the city council meeting minutes.

Respectfully,

Ned McCracken
2252 Deer Run Drive
South Weber, Utah

CC 2020-06-09 CI #2 Gagnon

From: TYRON GAGNON
To: Public Comment
Subject: Landfill growth.
Date: Monday, June 8, 2020 7:36:07 PM

Landfill managers are now adding another layer above the the man made earth berm located above Cedar Bench drive. The windstorms that occurred this past week blew large amounts of trash into south Weber along with a pretty consistent smell of garbage. Video can be provided upon request.

Questions:
Can the City formally request the landfill be cleared by South Weber City before expanding upward along the earth berm?

What can the city do to prevent landfill debris or smell from entering the city?

Can the city provide a status of the complaints logged in the General Plan being built I.e number of complaints the city has received, trends by month.

Can the city inquire and provide to its residents Landfill planning documents for awareness?

Please let me know if you have any comments or questions.

Tyron “Ty” Gagnon
(801) 389-6747

CC 2020-06-09 CI #3 Sturm

Presentation to the South Weber City - City Council - 09Jun20

Comments and Questions on the Meeting Packet Content

by Paul A. Sturm

1) I realize that, with the issues surrounding the COVID19 pandemic, the City has attempted to keep citizens informed and able to participate in SWC government, and I applaud these efforts. But, I would like to bring an issue to the City Council that occurred surrounding the Planning Commission (Try #2) meeting on 3Jun20 concerning the car wash. After following the instructions provided by the City for participating in the on-line Zoom meeting, and after having provided Public Comments to the City's Public Comment website, I made my presentation. My presentation was based on the fact that I had submitted my written comments hours earlier, that my verbal comments were summary, and that the Planning Commission would have seen my 3-page series of inputs (background information followed by comments/questions). Few, if any, of the Planning Commission received my documentation, and as such, had no idea regarding the specifics I addressed during my Zoom presentation. After the meeting I talked with some of the Planning Commissioners and they relayed they were confused. When I told them that I had sent a document to Public Comments, I was informed that they did not receive the document, and in fact received nothing for that meeting and had to get it for themselves. I was asked that, in the future, if I would send my input directly to them because the City was not getting them the needed information. There appears to be a disconnect in providing Commissioners/Council members with the public information all of the time. Is there a way to have a backup plan?

2) Comment: Regarding this meeting's agenda - There were several Agenda Items listed on the agenda page that were not shown as titles in the remainder of the packet. In some cases it was difficult to determine where the transition between Agenda Items was occurring. In five (5) out of the 14 Agenda Items the Agenda Item number was not shown with the associated packet documentation.

3) Agenda Item 6 - Comments on 2020-2021 Tentative Budget Package. (Please note: These are being provided, not be critical, but to enhance the City's product.)
a) General Comment - Typically in official documents when a blank page occurs, the statement "This Page Intentionally Left Blank" is put on that page so that the reader knows that there really was no information on that page.

b) Page 35 (Packet Page 66): First paragraph - "South Weber City is contracted." It should read "South Weber City contracts for public safety services through..." We do not perform the actual services.

c) Page 45 (Packet Page 76): First paragraph - The South Weber City Streets Department does not finance the City's maintenance, the South Weber City Streets Department **Fund** does.

d) Pages: Page 73 (Packet Page 104), Page 79 (Packet page 110), and Page 83 (Packet Page 114) need to have the word Fund capitalized to be consistent with the other fund-area discussions in this package.

4) Questions on Agenda Items 9, 10, 11 regarding approvals for the RV Park. Since these Agenda Item numbers are not shown in the packet, I will address my comments/concerns by using the packet page number for reference.

a) Packet page 150: The drawing shows a 2360 sf office, and as per other areas of the documentation (on-site staff not limited to length-of-stay restrictions), this office structure could be assumed to be the residence of that on-site staff member. If that is the case, should not this building constructed in accordance with SWC residential building code, not just as an office?

b) Packet pages 168-171: Reference: South Weber City Planning Commission Meeting 23 May 2019 minutes. Have all of these concerns been addressed? Especially those shown on Packet Page 171 as follows:

Commissioner Grubb moved to recommend to the City Council the Final Approval for Riverside RV Park Conditional Use: At approx. 852 E Cottonwood Ln. (11.85 acres) parcel 13-018-0021 & 07-109-0017 by FM Winkel Family LLC subject to the following:
1. City Engineer, Brandon Jones, letter of 16 May 2019.
2. City Planner, Barry Burtons, letter of 16 May 2019.
3. 24 hour on site management.
4. Removal of dead trees and shrubs as approved by Wildlife Resource hired Arborist Consultant.
5. No open fires in individual camp sites.
6. Quiet hours 10:00 p.m. to 7:00 a.m.
7. Lighting is to follow quiet hour rule and protect dark sky.
8. A 15' easement for a 10' path minimum be provided to Weber Pathways prior to occupancy and improved for use prior to occupancy thru this property and along the frontage of 6600 South and Cottonwood Drive.
9. RV Park rules must be posted on-site and given to all patrons.
10. Developer provide the elevation certificates for two permanent structures.
11. Provide easement as installed for the culinary water line.

5) Agenda Item 13 - Legal Services Contract (Packet Page 181): Since three firms responded, why was a comparison table for rates, experience, etc. not shown as has been done for nearly every other competitive proposal received by the City?

CC 2020-0609 CI #4 Johnson

Corinne Johnson

8020 S 2500 E

overall Budget is 603,000

I would like to address the Fire Budget for the 2020-2021 Fiscal Year. As I have watched city council meetings over the last year it has become apparent that we spend a lot of money on our Fire Department. I do not oppose investing in our fire department but on several occasions "cheaper" options have been presented that are disregarded, or a lot of time is spent justifying extravagant purchases. This concerns me. It seems like when it comes to the Fire Department South Weber City has money to burn.

We should be spending the appropriate amount of money based on the size of our city and the amount of revenue we collect. I did some research on these numbers and was alarmed to find that we spend a very disproportionate amount of our City's Tax Revenue on the Fire Department. The chart below lays out what I found. We are already over-spending on our fire department and we need to be realistic on how much money we can truly afford to spend on our Fire Department.

City	Fire Department 2020	Tax Revenue 2020	% Spent on Fire
South Weber	$643,000	$1.8	35%
Riverdale	$1.7	$7.4	22%
South Ogden	$2	$9	22%
Syracuse Fire	$2	$9	22%
Roy City	$4	$18	22%
Brigham City Fire	$1.4	$8	17%
Farmington Fire	$1.3	$9	14%
Price	$512,00	$5	10%
Layton	$5	$30	7%

I'd like to focus for a minute on Price. Price is a small town lie ours but with double our population. This is the description of their fire department "The Price City Fire Department is a full service fire department which provides structure and wildland fire suppression, emergency medical services, vehicle extrication and crash rescue, confined space rescue, high angle rescue, hazardous materials response and airport firefighting and rescue, fire and arson investigation as well as business fire prevention inspections. We are a National Fire Protection Association (NFPA) combination department which employs a combination of 25 full time and paid on call personnel."

They manage to do all this on a budget 100,000 less than ours. They also have 5 times the tax revenue we do and they still manage to keep their fire department expenses low with just 10% of their revenues spent on the fire department.

Let me remind you we spend 35% of our revenues on fire. I do recognize our budget is dropping by 41,000 for 2021 but that is still way too much of our revenue. To get us to 25% (which is still higher than the average) our budget would need to be around $450,000.

I am grateful as a South Weber Citizen that we have a full-service fire department and I understand it costs money but there is a huge imbalance here.

South Weber Citizens are asking for additional resources to be spend on our parks and rec programs, trails, street lights, crucial capital facilities infrastructure projects etc. It would be a disservice to South Weber Citizens if you as a City Council do not take a closer look at the Fire Department- their employment structure, equipment purchases, and question the need of expanded EMS services.

I have also heard on numerous occasions that our Fire Department spends the majority of it's time and resources answering calls OUTSIDE our community. Is that what the citizens of South Weber are paying for? I am asking the Public Safety Committee to immediately launch an inquiry into the use of South Weber Tax Payer Dollars in regards to the number of calls, the number of employees and the use of equipment outside our city.

I am very proud of our South Weber City Fire Department and the sterling reputation they have amongst fire departments and the work Chief Tolman has done to earn that reputation. We must make sure, however, that South Weber Citizens do not disproportionately pay too much for services we don't need or are used to serve other communities more than they serve our own.

CC 2020-06-09 CI #5 Losee

Julie Losee

2541 E. 8200 S.

Why are we making all of these major, community impacting, decisions when we can't even meet in person, in a public session, with the ability to comment and share our concerns, likes, dislikes, ask questions and even be heard by others in the community, as well as the council, like we used to?

YouTube videos and emailed comments are not cutting it.

Schools, work, sports, marriages, funerals, our very lives, have all had to be put on hold while the state and the world deals with everything that is currently going on, but our cities business and the need to approve development plans and rezone requests for developers seems to be moving full steam ahead. This frustrates me to no end, especially the more I think on it.

Why are we letting developers plans move forward, when our lives are on hold and our voices can not truly be heard?

The lack of and the limited amount of public opinion and insight might actually be a disservice in the consideration of what is best for the South Weber Community as a whole, especially on items where once approval is given the city will be hard pressed to "take it back"

Please think on this for a moment tonight and before making any decisions that we as a community will "just have to live with"

Thank you for listening, stay safe and I hope we can all get back to LIVING soon!

Julie

SOUTH WEBER CITY
CITY COUNCIL MEETING

DATE OF MEETING: **16 June 2020** **TIME COMMENCED:** **6:00 p.m.**

LOCATION: **South Weber City Office at 1600 East South Weber Drive, South Weber, UT**

PRESENT: **MAYOR:** **Jo Sjoblom**

COUNCIL MEMBERS: **Hayley Alberts**
Blair Halverson
Angie Petty
Quin Soderquist (excused at 7:01 p.m.)
Wayne Winsor

CITY RECORDER: **Lisa Smith**

FINANCE DIRECTOR: **Mark McRae**

CITY MANAGER: **David Larson**

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Paul Sturm, Amy Mitchell, Corinne Johnson, TG George, and Edward Mueller.

Mayor Sjoblom called the meeting to order and welcomed those in attendance.

1. PLEDGE OF ALLEGIANCE: **Councilwoman Alberts**

2. PRAYER: **Councilwoman Petty**

3. COVID UPDATE:

1. Davis Co Health hired 20 more employees to keep up with increased demand on time.
2. 65.7% of cases in Davis County are from known contacts
    a. Good statistic – travel cases are down
    b. Workplace exposure is increasing - becoming a bigger concern
3. Currently no active cases in South Weber City
4. Unemployment rate in Davis County dropping – 8.9%
5. 73% hospital utilization
    a. Down a bit from last week
    b. Don't want to get to 90%
6. Antibody testing done by Red Cross indicates only 2% of public has immunity
    a. Herd immunity – 80%
7. Increase of high-risk cases in Davis County

Quin – Davis County Health still working on statistics to show % of cases or deaths with underlying conditions – hopefully, next week

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4. PUBLIC COMMENT: Please respectfully follow these guidelines:

a. Individuals may speak once for 3 minutes or less
b. Do not make remark from the audience
c. State your name and address
d. Direct comments to the entire Council
e. Note City Council will not respond during the public comment period

Amy Mitchell, 1923 Deer Run Drive, professed she had heard accusations of false information being put out into the community. She announced anything she has researched is 100% accurate. She did not want a connection to Layton City. She was concerned about getting everyone to complete the city survey. She worried about the budget and spending money to upgrade the sewer. She inquired why the city needs a new public works building. She was remiss about code enforcement for the RV Park. She identified the quiet hours for the RV Park are from 10:00 p.m. to 7:00 a.m. and requested the car wash have the same quiet hours.

Corinne Johnson, 8020 S. 2500 E., acknowledged she sent an email to the city council with her comments. Following up on her comments from last week, she queried how many calls the fire department received and from where. She was unhappy about how much money is being spent on the fire department. She reported she belongs to an organization who is trying to inform the public and those comments reflect greatly on the leadership of the community. She reiterated the information they disseminate is accurate.

Councilman Winsor thanked Corinne for her comments concerning the fire department. The safety committee will be meeting to discuss some of her concerns. He cited 450-460 calls for the fire department. Of those calls 25 were outside of South Weber jurisdiction. Meanwhile, 17 calls responded to help South Weber City from other agencies (all were fire but three). The city charges for ambulance services and it all comes back to the city. He reported South Weber City fire department has mutual aid agreements with other entities. Morgan City has now improved their fire department. He reminded those in attendance, at one time, South Weber City needed outside help. He discussed Price City. Price City has twice the population of South Weber City and their resources are different. They have a few administrators, but the majority of their fire department are volunteers, which is what South Weber City was up until 2017. South Weber City has part-time fire fighters 24/7. He then discussed Corinne's concerns with the budget. He explained the main cost in the fire department budget is wages. The normal rotation is to have an average of two people at the building 24/7. He commented they are still looking at the data and still need more time to answer all her questions. Mayor Sjoblom stated there is an email from Derek Tolman to Corinne Johnson concerning a GRAMA request.

<u>ACTION ITEMS:</u>

5. APPROVAL OF CONSENT AGENDA:

- **May Check Register**
- **April Budget to Actual**

Councilman Soderquist moved to approve the consent agenda as written. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

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6. Resolution 2020-26: Certified Tax Rate

Mayor Sjoblom reported each year Davis County looks at all properties in the city and determines their assessed value. They work with the state to determine the certified tax rate for the city. The rate is determined by taking the dollar amount levied last year divided by the current assessed value and then adding an additional amount for new growth. The city must adopt this certified tax rate to allow the county to collect property taxes in the city's behalf and distribute them to city once collected. Last year's rate was .001441 and is .001403 for 2020. This rate should generate $754,000 in property taxes. This will be an increase of about $53,000 coming solely from new growth.

Councilman Winsor discussed the tax rate going up 100% last year which was difficult for many people to understand. He pointed out the certified tax rate decrease. He suggested looking at the rates every year to make sure South Weber has what they need. Mayor Sjoblom remarked she had one resident ask her to raise taxes because of COVID.

Councilwoman Petty moved to approve Resolution 2020-26 to adopt the certified tax rate of .001403 for the 2020 assessment of property taxes in South Weber City. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

7. Resolution 2020-27: Fiscal Year 2021 Final Budget with Consolidated Fee Schedule

Mayor Sjoblom acknowledged all cities in Utah are required to adopt a city budget outlining expected revenues and expenditures for the next fiscal year. Staff and the city council have worked together over the past several months to put together a balanced budget for all funds which is fiscally responsible and meets the needs of the city for the fiscal year ending June 30, 2021. A public hearing was held on June 9, 2020 for public comment on the tentative budget. Included as part of the budget is the comprehensive fee schedule which will also become effective July 1, 2020.

Mark McRae, finance director, explained he had worked on the budget for the last several months. It was developed by city staff and various committee members. The city council and mayor have discussed everything in the budget. There has been a lot of discussion and the city has tried to hold expenses down. Everything was looked at very carefully, including every invoice. There are state policies and procedures in place which the city follows. He identified changes made to the consolidated fee schedule.

Mayor Sjoblom attended all of the committee meetings and vouched for the attention given to budget items. Mark thanked the city staff, city council, and mayor for their help. Mayor Sjoblom thanked the Mark McRae and David Larson for their help.

The following changes have been made since the adoption of the tentative budget:

General Fund - Revenues – Property Tax
An increase of $34,000 due to new growth figures from Davis County.
General Fund - Revenues – Contribution from Fund Balance
An increase of $51,000
General Fund – Administration – Professional & Tech. - Attorney
An increase of $75,000 for property rights attorney

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General Fund-Fire-Salaries
An increase of $10,000 due to an employee salary adjustment recommended by the Finance Committee and recalculation of 2020 budget amendment for captains and holidays.
Capital Projects – Revenues – Contribution from Fund Balance
An increase of $935,000.
Capital Projects – Revenues – Developer Pmts. for Improv.
An increase of $110,000 for developer share of streetlight installation.
Capital Projects – Admin. – Improv. Other than Bldgs.
An increase of $35,000 for audio/video upgrade of city council chambers.
Capital Projects – Streets - Land
An increase of $800,000 to purchase property for new public works' shop. This is being re-budgeted from fiscal year 2020.
Capital Projects – Streets – Improv. Other than Bldgs.
An increase of $210,000 for streetlight installation.
Sewer Fund – Salaries
An increase of $6,000 due to an employee salary adjustment recommended by the finance committee.
Storm Drain Fund – Salaries
An increase of $6,000 due to an employee salary adjustment recommended by the finance committee.
Water Fund – Projects
An increase of $565,000 in the Job Corp portion of the east bench transmission lines as per signed agreement. An increase of $50,000 in the city portion of the east bench transmission line for property easements.

Councilman Winsor reviewed a question brought to him concerning the fire chief salary. He communicated the analysis used to come up with those numbers. It is based on the hourly rate without any benefits.

Councilwoman Alberts communicated the city will not be raising taxes this year, but it is something that needs to be reviewed so that we can keep up and not have another large increase. The city is not going to pass on to residents a garbage or sewer fee increase this year. Mark stated the city will absorb the increase from the sewer district. The fees from Robinson Waste did go up, but they decided the city will absorb that cost increase as well. He discussed the maximum the city can save in the general fund is 25%. If it is over 25%, funds can be transferred to the capital project funds. He stated this is watched very closely. If sales taxes are affected by COVID, next year that may need to be adjusted.

Councilwoman Alberts questioned the sewer capacity. David Larson, city manager, explained the capital facilities plan identifies future projects and gives direction on what needs to be upgraded. The impact fee plan identifies which projects are eligible for impact fees. Money was set aside for a sewer trunk line upsize because the capital facilities plan identified the need to maintain the system as the city grows. The actual flows show there is additional capacity that was not modeled. The city held off on doing the Cottonwood Cove trunk line for a couple of years so that data could be gathered. Councilman Winsor stated the trunk line is not being increased for the Lofts or any other projects. The model is conservative. There is ample capacity in the sewer system to meet the general plan. Metering has taken place and data has been

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collected. David reported the sewer fund is stand alone, and the water fund is stand alone. The $900,000 budgeted will stay in the sewer fund.

Councilwoman Alberts inquired about $327,000 moved to the capital projects fund. She asked for detailed information concerning South Bench Drive expenditures.

Councilwoman Alberts asked about recreational impact fees. Mark explained when the family activity center was built it was bonded. The impact fee included future growth. The cost for both buildings were eligible for impact fees.

Councilwoman Alberts advised the fire department's $35,000 for the gurney needs to be addressed. She would like to put that item on hold until residents' questions are addressed.

Councilman Winsor conveyed the need for a public works' shop. He explained the difficulty with the existing location and storage of salt, rock, gas, etc. The committee looked at 30 possible locations and used specific criteria for rating them. They narrowed it down to 10 locations. Councilman Halverson conveyed the city can sell the current facility. This purchase was budgeted last year and moved to this year. Councilman Winsor commented there are no immediate plans or need for a new city hall. Councilwoman Alberts stated a new public works' facility will help to store vehicles etc. Councilman Winsor indicated the project would be accomplished in phases. Deliberation took place regarding the public safety committee reviewing the fire department gurney purchase. Mayor Sjoblom wanted the public to be aware the city is taking the possible affects from COVID seriously.

Councilman Winsor moved to approve Resolution 2020-27 Fiscal Year 2021 Final Budget with Consolidated Fee Schedule with an amendment to ask city staff to freeze any expenditure of a $35,000 gurney purchase until the public safety committee has reviewed it and brought it back to the city council for consideration. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

Councilman Winsor thanked the city staff and public for their help. The city council agreed. Mayor Sjoblom described the city not having the ramifications other cities have had with issues such as COVID etc. She stated South Weber City is in good shape.

Mayor Sjoblom excused Councilman Soderquist from the meeting at 7:01 p.m.

REPORTS:

8. New Business: Councilman Winsor discussed the city council receiving department reports, but the public not getting that type of information. He suggested posting monthly reports on the city website, email update, etc. He charged the public relations committee to look at possibilities. David disclosed a staff meeting was held today in which they discussed reporting this type of information to the community.

Open House for General Plan: David reported there will be proper physical distancing. They will encourage masks but not require them.

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9. Council & Staff:

Mayor's Sjoblom: recounted that last Thursday David Larson, Blair Halverson, Wayne Winsor, and she met with new land use attorneys Snow Christensen and Martineau. They felt really good about them. They are excited to delve into the material and find answers and solutions for South Weber City with regard to our short-term rental predicament. The city is looking at a request for proposals for full time counsel.

Coronavirus Aid, Relief, and Economic Security Act (CARES) - $222,593 is the first tranche (or portion of the grant) allocated to South Weber City for COVID related expenses:

1. Maximum amount is not guaranteed
2. Must spend the funds by 30 November 2020
3. Only reimbursed for necessary COVID expenditures
4. Davis County is asking if cities would be willing to pool funds to reach out to more businesses in Davis County and use funds more fully and efficiently
5. South Weber City currently has recorded $3500 used for COVID related expenses – not guaranteed to be funded.

Mayor Sjoblom asked the city council if they have an opinion on whether or not South Weber City should give funds to Davis County for businesses. Councilman Halverson expressed the cost for the city livestreaming should come out of these funds. He suggested making sure the fire department has essential items they need before returning any funds to Davis County. Mayor Sjoblom suggested the safety committee discuss this item further. It was decided David will reach out to Curtis Koch of Davis County to get more information on the request.

Councilman Halverson: reported the planning commission met on 11 June 2020 and listened to a presentation for the Stephens' property. The developer was directed to bring something different back to the table. The planning commission will continue to meet over Zoom depending on Governor Herbert's order. The planning commission will begin reviewing city ordinance and zoning in July. Councilman Halverson and Councilwoman Petty suggested the planning commission draft a noise ordinance.

Councilman Winsor: attended the mosquito abatement meeting. Mosquitos are currently out and about. A resident reached out to him concerning streetlights broken on the freeway on and off ramps. He thanked the public for feedback and involvement.

City Manager David Larson: gave an update on the wetland restoration project. There will be large piles of dirt on the west side but they won't remain there forever. He also reported the finance department and public works department found an option to get garbage cans before the end of the fiscal year.

ADJOURN: Councilwoman Petty moved to adjourn the council meeting at 7:37 p.m. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED:_____ **Date** 07-21-2020
Mayor: Jo Sjoblom

_____
Transcriber: Michelle Clark

_____
Attest: **City Recorder: Lisa Smith**

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CC 2020-06-16 CI #1 Mitchell

Amy Mitchell

1923Deer Run Drive

Dear Mayor and City Council-

It seems to me like we beat around this bush time and time again, of the "us against you" mentality. I have heard some of the accusations of false information being put out there in the community. I want to state out loud and in my public comment, that anything that I have researched and been privileged to come across is 100% accurate. Nothing I have seen on the SWPCA blog, Facebook page or in discussions has ever been inflated, but has been factually based with information found from the city website, meetings, published studies and the like. I understand how some of the things posted online might seem like personal attacks, but I also feel personally attacked. My very home and the well being of my family and neighborhood is being threatened. I have said multiple times that we do not want a connection to Layton in any form! It was blatantly clear in the last GP that the majority of the citizens did not want it, but it still managed to be put on again. So if the citizens voices have been heard, and yet it is still there, then yes, this is a personal attack on every person who said no the first time. Getting everyone to fill out the survey should be the goal for all of us! Then, we will deal with the results together. I ask that in this climate of global hostility that we work to find a way forward together, all of us working for the greater good of our city! We need to squash the "us against them" mentality and it is all of us... working together to make this city what we can imagine together!

I would like to turn my comments over to the budget. After looking at the budget, I am shocked at how much money the city spends on so many things that just seem outrageous! Why do we need to spend money to upgrade a sewer in one of the newer parts of town? Can we please reign in the spending for a city this size? We are on a limited budget and we need to find ways to cut spending, not find money to cover more things. Can you share with the public why some of this money needs to be spent? I do not understand why the city needs to purchase more land for a public works building. Can't we creatively use the land we already own and put a new building on in?? And the money allocated for the city website? Hasn't that been under construction for quite some time? I just don't get it!

Going to last weeks meeting,. I was shocked when the code enforcement was brought up for the RV park. It seems like we are unable to enforce the code violations for an AirBNB that is in one house, but we somehow think we can do it on an RV park with 120 spaces? I would like to know how that might work? And my other concern is the RV park has "quiet hours" of 10-7, so can we ensure that the car wash has the same? It should only be allowed to run during the same hours to respect the citizens that live close by!

Thank you for your time and efforts. Let's find a way to work together to make OUR South Weber what we all want!

SOUTH WEBER CITY
CITY COUNCIL MEETING

DATE OF MEETING: **30 June 2020** **TIME COMMENCED:** **6:02 p.m.**

LOCATION: **South Weber City Office at 1600 East South Weber Drive, South Weber, UT**

PRESENT: **MAYOR:** **Jo Sjoblom**

COUNCIL MEMBERS: **Hayley Alberts**
Blair Halverson
Angie Petty
Quin Soderquist
Wayne Winsor

CITY RECORDER: **Lisa Smith**

FINANCE DIRECTOR: **Mark McRae**

CITY ENGINEER: **Brandon Jones**

CITY MANAGER: **David Larson**

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Paul Sturm, Darrell Byram, and Ryker Alvey.

Mayor Sjoblom called the meeting to order and welcomed those in attendance.

1. PLEDGE OF ALLEGIANCE: **Councilman Soderquist**

2. PRAYER: **Councilman Halverson**

3. CORONA VIRUS UPDATE: Mayor Sjoblom reported the COVID -19 infection rate continues to rise. Hospitalization was at 65% and still stable. Hospitals are currently doing aggressive therapies (primarily steroid treatments) that have reduced the number of intensive care unit (ICU) patients on ventilators (ventilators described by some as a death sentence). Davis County estimated identifying one positive case out of every three tested. Health & Economic Recovery Outreach (HERO) Project determined that 1% of the population has antibodies (based on sampling of more than 6,500 households in Summit, Salt Lake, Davis, and Utah Counties). Face coverings are now required in all state facilities including state college campuses and liquor stores through July 10 by executive order of Governor Herbert. Face masks are also required by public health order in Salt Lake and Summit counties. Davis County is not ready to make masks mandatory and pleads with cities to really push masks, distance, and handwashing and set an example to avoid sending the economy and risk levels backwards. David specified South Weber City is doing a really good job as far as numbers with only three active cases.

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4. PUBLIC COMMENT: Please respectfully follow these guidelines:

a. Individuals may speak once for 3 minutes or less
b. Do not make remark from the audience
c. State your name and address
d. Direct comments to the entire Council
e. Note City Council will not respond during the public comment period

There was no public comment.

ACTION ITEMS:

5. Resolution 2020-28: 2020 Street Maintenance Project:
Mayor Sjoblom explained on June 23, 2020 at 2:00 pm bids were opened for the 2020 Street Maintenance Projects. Five bids were received.

The project contains 4 sections.

Section A (reconstruction). This section includes reconstructing the east portion of 8150 South and spot repairs in the Sun Rays and Bowman Old Farm Estates Subdivisions. The money for these spot repairs was taken out of the escrow accounts set up for these developments. The reconstruction work on Cottonwood Drive will be bid next spring following completion of the waterline project.

Section B (chip & seal). This section includes several developments and a section on 1900 East that was not done previously.

Section C (concrete work). This section includes various locations where mainly sidewalk and a few ADA ramps will be replaced. Based on the bids received, the quantity of work will need to be reduced in order to stay under budget.

Section D (crack fill). This section includes various streets where crack fill will be installed.

The locations and treatment types for these streets were recommended by the staff based upon their condition, treatment type needed, prior treatments, and location of future capital projects. A high priority was placed on crack fill this year. The staff's goal is to get this done on all streets throughout the city over the next several years (depending on prices and funding), while balancing the needs of other areas with different treatment needs. In evaluating the bids received, there was not a clear recommendation. The following options were presented to council. Brandon expressed a higher level of confidence with Option #2, but the city council must decide. Option #2 is approximately $20,000 more than Option #3.

Option #1 – Award Bid to Overall Low Bidder (All Sections)
This option would award the bid to Post Construction Company for a total of **$371,980.64.**

- Pros: Only having the administration costs for one contractor (paperwork, meetings, pay requests, etc.). Elimination of the need to coordinate work and schedules between different contractors. Contractor that has great references with a proven history of quality work.
- Cons: Higher cost than Options #2 and #3.

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Option #2 – Award Bid to Overall Low Bidder, but award Section B directly to subcontractor (hybrid of Option #1) This option would award the bid to Post Construction Company for Sections A, C, and D. Since Post's subcontractor for Section B is Staker Parson, and Staker Parson is the low bidder on Section B, award Section B directly to Staker Parson. This results in an approximate savings of $15,000 for a total bid of **$356,777.06.**

- Pros: Same benefits as Option #1, but with a lower cost. Both contractor's proven history of quality work.
- Cons: Slightly more time and cost to administer two contracts. Higher cost than Option #3.

Option #3 – Award Bid to Low Bidder for each Section This option would award Section A to Advanced Paving, Section B to Staker Parson, Section C to Consolidated Paving and Section D to Post Construction for a total of **$336,491.38**.

- Pros: Lowest cost option. History of quality work with Staker Parson and Post Construction.
- Cons: More time and cost to administer four contracts. Need for coordination of work and schedules between contractors. Unknown work history with Advanced Paving (under new management since the last project completed in the city) and Consolidated Paving (did the concrete work for the city last year but used a subcontractor, where this year they are proposing to do the work themselves). Contractors' references report both good and poor.

Conversation took place regarding Option #3. Brandon Jones, city engineer, explained Option #3 will require some overlap; however, the four contractors won't necessarily be on top of each other because of the type of work they will be doing. He reported the city is getting a better deal because of the quantity of work. Concerns were addressed concerning 8150 South and the compaction for the street because of the "sugar sand" in the dirt. Council wondered if this work would have to be repeated and why the issue wasn't noticed during construction by the developer. Brandon explained the city standards are higher now and inspections are better than they were back when this subdivision was developed. Mayor Sjoblom asked about the chip and seal process given the recent complaints surrounding the Interstate 89 chip and seal project. Brandon specified the city uses a different product which is specifically designed to minimize problems. Councilman Alberts was contacted by a resident concerning a sinking sidewalk on Canyon Drive. The city was aware of the issue and the sidewalk repair project includes this resident's concern.

Councilman Winsor moved to approve Resolution 2020-28: 2020 Street Maintenance Project Option #3 and award the bid to:

• SECTION A (reconstruction) to Advanced Paving and Construction for $107,463.00, completed by September 30th

• SECTION B (chip & seal) to Staker Parson Materials & Construction for $104,087.06, completed by August 31st

• SECTION C (concrete work) to Consolidated Paving & Concrete for $63,741.32, completed by September 30th

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• SECTION D (crack fill) to Post Construction Company for $61,200.00, started after October 1st and completed by November 30th

Total of $336,491.38

Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

6. Fraud Assessment Report:
Mayor Sjoblom explained the state auditor issued a new requirement that each local government entity needs to complete an annual fraud risk assessment before the end of each fiscal year starting with the current fiscal year. On June 16, the city council assigned the finance director to complete the assessment. The results of that assessment were presented to the city council. The audit committee will be meeting over the next few months to review the assessment and work with staff to improve those areas lacking as identified by the assessment. Many of the areas referenced have procedures and practices already implemented to prevent fraud but these practices are not documented in a written policy.

Mark McRae, finance director, stated the government has templates for these policies and the city needs to get them into written policy. He will be meeting with the finance committee to begin working to solve this issue.

Councilman Soderquist moved to approve the fraud assessment report. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

DISCUSSION ITEMS

7. Ordinance 2020-02: City Code Title 4 Public Health and Safety:
Lisa Smith, city recorder, explained the state legislature passed House Bill 202 which limited the council's authority regarding certain code violations. Violations pertaining to an individual's pet (defined as cat/dog) or an individual's use of residence cannot be greater than an infraction. Municipalities may also not issue more than one citation within a 14-day time period. To be in line with state code, the city code needed to be amended. State law also does not allow code officers to issue citations so the appropriate wording would be "notices". Chris Tremea, representing code enforcement and Lisa Smith, representing the court reviewed the city codes that would fall under the state's new guidelines. They found 4-2-3 nuisances on property, 4-2-7 weed ordinance, and 4-3-2 abandoned vehicle (if at a residence) would be tied to use of an individual's residence and should be reclassified as infractions.

They also discovered the fine amounts were inconsistent. The state fine schedule recommends:

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LOCAL ORDINANCES	Recommended/Maximum	
• Class B	$350/1000	*Mandatory Appearance
• Class C	$180/750	
• Infractions	$110/750	

City staff recommended assigning fees by code title rather than classification as follows:

- Title 3: business and license regulations $200
- Title 4: public health and safety $250
- Title 5: police regulations $250
- Title 6: motor vehicles and traffic $50
- Title 7: public ways and property $100
- Title 8: water, sewer, storm water and drainage $350
- Title 9: building regulations $300
- Title 10: zoning regulations $150

Lisa suggested as the code is reviewed in the upcoming year, looking at the fine amounts. It would also be a good time to look at the requirements of reporting to BCI and requiring a court appearance. An exchange took place regarding the code enforcer issuing a minimum of (2) warnings before an issue goes to the prosecutor at which time, the prosecutor decides whether or not to issue a citation. Lisa described the typical court process for code violations and the likelihood that even if cited, most would be dismissed. Some questioned if this is too lenient.

8. CARES Act Funding:

Mayor Sjoblom stated the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by congress on March 27th, 2020. The state of Utah is distributing $62,370,768 of their CARES allotment to cities and counties based on population. This will be done in three distributions of one-third each as money becomes available. South Weber received the first tranche of $222,593. The total may be as high as $667,780 based on a population of 7,612, however, the other two distributions are not guaranteed.

The Act established eligible expense guidelines and left the final decision on how the money will be used up to the local jurisdictions. The funds are to cover corona virus related expenditures incurred from March 1, 2020 through November 30, 2020. Any unused funds must be returned to the state of Utah.

Staff reviewed these guidelines as well as additional information distributed by Davis County and the Utah League of Cities and Towns. Possible uses of the CARES funds by South Weber City include miscellaneous items like personal protection equipment, sanitizing supplies, work from home equipment and costs, unemployment costs, etc. Touchless fixtures such as faucets, toilets, soap, and towel dispensers may be installed in all city buildings as an eligible expense. Other areas are live streaming equipment and services; utility customer grants for those severely affected by COVID19; public safety- first responder payroll costs; and participation with Davis County in their grant program to assist business impacted by state restrictions during this time period.

Davis County described their program. “We believe a unified approach to the Small Business Grant program with all 15 cities and the County will reduce confusion, be well received by the

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business community and be the most efficient approach to disbursing these funds to businesses. As discussed in council of governments (COG), if every city is willing to participate with 50% of their first tranche funding, we will have $10 million to push out to our small business community. The key to success will be getting the program information out to the business community by July 6 (estimated application opening date). To do this, it would be helpful to have everything ready for a press release and our marketing material by Friday, June 26th. As County staff, we expect to present the final recommendations for the program to our policy committee on Tuesday, June 23. After our conversation at COG and with commitments from all cities, we are proposing increasing the grant awards to: sole proprietors $3k, 1-9 employees $10k, and 10-49 employees $20k. With this distribution formula, we would be able to award approximately 900 grants to Davis County businesses during the first round of funding."

Staff presented the following eligible expenditures with estimated costs:

audio/ video upgrade	$ 35,000
touchless fixtures	$ 20,000
miscellaneous	$ 15,000
fire salaries and benefits (up to 8 months)	$290,000
utility assistance grants (100 customers {5%} x 3 months x $100)	$ 30,000
participation in Davis County small business grant program	$?

Questions the council may wish to consider when discussing the use of these funds.

- How can these funds most effectively benefit South Weber residents?
- What areas of the city and community are experiencing the greatest need?
- What is the best use of the CARES Act funds?

Councilwoman Petty was not in favor of giving the county 50% because of the size of South Weber City's budget and expenses. David Larson, city manager, reported the $290,000 estimate for fire salaries is an eligible expense. He discussed every call has to be treated as a possible COVID case. Mark advised the city has estimated eligible expenses covered by the first two tranches, but the third tranche could be eligible to go to the county. David reported one item suggested would be to use this money to purchase a gurney for the fire department. Mark clarified the CARES Act money is budgeted and anything extra stays in the general fund.

Councilman Winsor suggested the following priorities:

1. audio/video upgrade,
2. utility assistance grants
3. touchless fixtures
4. miscellaneous
5. fire salaries and benefits

Councilman Halverson verified Davis County is still providing the grant program for small businesses regardless of the city's contribution. The city council agreed with Councilman Winsor and directed staff to make the purchases.

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REPORTS

9. New Business: Council meeting will not be held on July 14, 2020 due to the town hall meeting on July 7, 2020.

Mayor Sjoblom requested revisiting the family activity center (FAC) contract with Davis school district.

10. Council & Staff:

Councilman Halverson: The public safety committee met on Wednesday and received a report from Chief Tolman. He addressed public comment from a citizen concerning the fire department budget. He identified the difficulty with comparing South Weber City to other cities fire departments. He requested a paramedic discussion on the next agenda. David is working to put together a community leader to head up a Community Emergency Response Team (CERT) team.

Councilwoman Alberts: She met with the country fair days committee and the schedule will be coming forward. It is scheduled August 1st- August 8th. Mayor Sjoblom discussed the parade with Tani Lynch who told her the parade may be for first responders only. Councilman Winsor suggested spreading out the length of the parade to help with physical distancing.

Councilman Soderquist: He met with Staker Parson and will be bringing information forward.

Councilman Winsor: The town hall meeting will be July 7, 2020 at 7:00 p.m. at the city office.

Mayor Sjoblom: She and David Larson met with a resident on View Drive to discuss the possibility of easement acquisition for a future trail that will extend from View Drive down to the charter school and Maverik. This resident was willing to entertain the idea and will be involved in further discussions with the city.

Mayor Sjoblom toured the materials recovery facility at the landfill. This is a state-of-the-art facility where they sort cardboard, paper, plastic, metal, aluminum, and green waste. They are still working out kinks as they run at half their capacity. They encourage patrons to continue with residential recycle bins until operating at full capacity next year.

Mayor Sjoblom reported the open houses on the general plan last week went well. Lots of good questions were asked. She suggested turning the feedback from the city survey and open houses over to the planning commission to deliberate and bring recommendation to the city council.

On July 6, 2020 Councilman Winsor and Councilwoman Alberts will be attending a meeting with the city attorney and the neighbors surrounding Cobblestone Manor.

City Manager, David Larson: He reported a four-man crew from South Weber City fire department responded to the Saratoga Springs fire. He specified there is no additional cost to our city. The survey results for the general plan will be put together in a packet for the planning commission to review on July 9, 2020. The planning commission will then give their recommendation to the city council. A public hearing will be held at the city council level. Councilwoman Petty requested the planning commission expedite their recommendations as she

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was under the understanding that a deadline was previously set. David replied the deadline is the end of August. He indicated the first line of the city survey asked for a name and address which will not be published.

City Recorder, Lisa Smith: She reported there are fifty-three (53) hard copies of the survey to be entered. The Utah Supreme Court posted new orders identifying the courts are still in red. She expected to continue with Webex hearings.

CLOSED SESSION: Councilman Winsor moved to adjourn the council meeting at 7:48 p.m. and go into a closed session held pursuant to the provision of UCA section 52-4-205(1)(c) and (d). discussion of pending or reasonably imminent litigation and discussion of the purchase, exchange, or lease of real property. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

RECONVENE: Councilman Winsor moved to reconvene the council meeting at 9:01 p.m. Councilman Soderquist seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

ADJOURN: Councilman Winsor moved to adjourn the council meeting at 9:03 p.m. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED:_____ **Date** 07-21-2020
Mayor: Jo Sjoblom

_____
Transcriber: Michelle Clark

_____
Attest: **City Recorder: Lisa Smith**

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JONES & ASSOCIATES CONSULTING ENGINEERS

M E M O R A N D U M

TO: South Weber City Mayor and Council

FROM: Brandon K. Jones, P.E.
South Weber City Engineer

CC: David Larson – South Weber City Manager

RE: MORTY'S CAR WASH
Engineering Review (Final)

Date: July 15, 2020

Our office has completed a review of the following plans and studies:

- Final Site and Improvement Plans for Morty's Car Wash from Reeve & Associates, dated July 9, 2020
- Geotechnical Report from CMT Engineering, dated March 24, 2020
- Trip Generation Study from Reeve & Associates, dated January 27, 2020
- Traffic Impact Study (TIS) from Reeve & Associates, dated March 23, 2020
- Photometric Study from Nichols Naylor, dated January 22, 2020
- Sound Study from Supreme West, dated March 1, 2020

STUDIES / EVALUATIONS

- Geotechnical Study. No unresolved detrimental impacts were identified. Construction must comply with the recommendations of the study.
- Traffic Impact Study. The results of the TIS indicate no change in the Level of Service (LOS): "LOS of the existing accesses and roadways are projected to remain the same postconstruction." (see *Results* in the Executive Summary of the TIS)
    - We recognize and acknowledge that there are likely to be internal potential conflicts with vehicles navigating the site by the shared access with Maverik. However, this will be the case with any use proposed on the property in question. This is common with commercial applications where vehicles approach the access from many different directions. We feel that consolidating this access is a safer condition than constructing a separate access. A separate access would be too close to the existing Maverik access and is more likely to create confusion for drivers on the road mixed with thru traffic. In order to address the concerns about internal conflicts at this access, the developer is proposing additional striping and stop signs to provide more clear direction.
- Photometric (Light) Study. No significant detrimental impacts to the surrounding residential properties were identified.

- Sound Study. No significant detrimental impacts to the surrounding residential properties were identified.
    - Note: Due to the restrictions of the petroleum easements some of the vacuums were moved northwest to the other side of the parking lot. Since the new location for the vacuums increases the distance to residential homes, this change should not increase any detrimental impacts from sound.
- Sewer. Based on the 265,000 gal/month usage amount provided by Scott Mortensen, we have calculated 25 ERU's for sewer. The existing sewer system has capacity sufficient to carry these projected flows.
- Parking. If a high intensity use is assumed, Section 10-8-5 of the City Code would require 14 stalls for the car wash, based on its footprint. 14 standard stalls and 7 larger stalls (for the vacuums) are being provided. Therefore, sufficient parking is being provided.

RECOMMENDATION

We recommend approval subject to the following items being addressed prior to holding a preconstruction meeting or the commencement of any work being performed on the site.

GENERAL

E1. Zone Change. Final approval of changing the zone from C-H to C.
    a. Note: The legal description for the zone change has been updated to match the boundary of Lot 1 (rather than the previous description) as recommended by the Planning Commission.

E2. Subdivision Plat. The car wash is proposed to be located on Lot 1 of the South Weber Transition Subdivision. The subdivision needs to be approved prior to approval of this site plan.

E3. Conditional Use Permit (CUP). The recommended conditions from the Planning Commission need to be accepted, amended, or different conditions approved.

E4. Petroleum Lines Approval Letters. We have received an approval letter from Phillips 66 (Pioneer Pipeline). We have not yet received an approval letter from Holly Energy. However, we have spoken with a representative from Holly Energy and he indicated that the developer had already made the changes that had been requested up to that point. Although it is still possible that there could be some final comments, he indicated that it was not likely. Getting the approval letter is the last step, and it is "sitting in the queue" with all the other applications.

IMPROVEMENT PLANS

E5. The Landscape Plan shows using culinary water. Secondary water is being provided by the SWWID. The correct connection and service location needs to be shown. If connection into the road needs to be made, the City Standard patching requirements must be followed.

SOUTH WEBER city
1600 E. South Weber Drive
South Weber, UT 84405
www.southwebercity.com
801-479-3177
FAX 801-479-0066

FOR OFFICE USE ONLY

Fee paid $ _____ **Receipt** _____ **Date** _____

Recommended by Planning Commission on: _____

Approved by City Council on: _____

ZONE CHANGE APPLICATION

Approx. Location: South of 2577 E. South Weber Dr. (on 2700 E.)

Parcel Number(s): 13-034-0065, Lot 1 Total Acres: 4.20

Request: 1.20 (Lot 1) Acres changed from C-H Zone to C Zone

_____ Acres changed from _____ Zone to _____ Zone

Legal Description: (attach if too large) _____

Proposed Use: The use of the 1.20 acres being rezoned will be a car wash for the area with automatic + self-serve bays

How does this use support the City's General Plan? The use fully supports the city's plans as an accessory use to support the gas station located adjacent and supports the community survey (residents) supporting and desiring a car wash nearby.

Applicant

Name: Scott Mortensen
Company: Morty's Car Wash, LLC
Address: 3468 Spring Circle
City/State/Zip: Mt. Green, UT 84050
Phone: 801-850-2360
Email: scottM3management@gmail.com

Property Owner, if not Applicant

Name: Dan Murray
Company: Murray Family Investments, LLC
Address: 1907 N. 400 W.
City/State/Zip: Centerville, UT 84014
Phone: 801-910-7102
Email: dan.murray@murrayfamilyinvestments.com

Public Notice Authorization: I do hereby give permission to South Weber City to place a public notice sign on the property contained herein for the purpose of citizen notification of this proposed change in zoning.
Affidavit: I also, being duly sworn, depose and state that I am the owner or agent of the owner of the property cited and that the statements and answers contained herein, along with any attachments are true and correct to the best of my knowledge and belief.

Applicant's Signature: _____ Date: 1/22/2020

State of Utah, County of Davis

Subscribed and sworn to before me on this 22 day of January, 2020

Printed Name Brady Purser

Notary Signature _____

BRADY PURSER
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 10/17/2021
Commission # 697777

Seal

Agent Authorization (To be filled out by owner, if allowing an agent to act on his/her behalf.)

As the owner of the real property referenced in this document, I do hereby appoint _____ as my agent to represent me regarding this application and to appear on my behalf before any city boards considering this application.

Property Owner's Signature: _____ Date: _____

State of Utah, County of Davis

Subscribed and sworn to before me on this _____ day of _____, 201__

Printed Name _____.

Notary Signature _____

Seal

Public Notice Authorization: I do hereby give permission to South Weber City to place a public notice sign on the property contained herein for the purpose of citizen notification of this proposed change in zoning.
Affidavit: I also, being duly sworn, depose and state that I am the owner or agent of the owner of the property cited and that the statements and answers contained herein, along with any attachments are true and correct to the best of my knowledge and belief.

Applicant's Signature: _____ Date: _____

State of Utah, County of Davis

Subscribed and sworn to before me on this _____ day of _____, 201__

Printed Name _____

Notary Signature_____

Seal

Agent Authorization (To be filled out by owner, if allowing an agent to act on his/her behalf.)

As the owner of the real property referenced in this document, I do hereby appoint Scott Mortensen as my agent to represent me regarding this application and to appear on my behalf before any city boards considering this application.

Property Owner's Signature: [signature] Date: Jan 28, 2020

State of Utah, County of Davis

Subscribed and sworn to before me on this 28 day of Jan, 2020

Printed Name Michelle Rhodes

Notary Signature [signature]

MICHELLE RHODES
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 690261
COMM. EXP. 08/20/2020

Seal

20. The parkstrip along 2700 E. is not currently landscaped. The Landscape Plans should include landscaping the parkstrip.

21. The percent of landscaping provided needs to be shown for each lot and be compliant with the landscaping requirements in the City Code.

Commissioner Grubb moved to recommend approval to the City Council the Preliminary Subdivision Plat: South Weber Transition Subdivision (3 Lots) approx. 4.2 acres zoned CH located at approx. 7700 S 2700 E on Parcel (13-034-0065) for Applicant Dan Murray with the conditions that the development agreement between the city & Staker/Parsons is clarified (title exception #22) of the title report and clarify the reservation of restrictions of th

NOTE: This is an excerpt from planning commission minutes of February 13, 2020. The full minutes are available at http://southwebercity.com/file/2017/01/3a-PC-13-February-2020-Minutes.pdf

C rne, W

9. Rezone: South Weber Transitional Subdivision Lot 1 (approx. 1.2 acres) from CH to C for Car Wash. Applicant Scott Mortensen: Scott Mortensen approached the Planning Commission. He has analysis regarding the use the water and the reclamation of the water. He stated each bay has a pump in which some of the water is reclaim for side blasting and carriage wash. It meets the EPA requirements. This carwash uses high pressure and uses less water than washing your car at home. It also uses suds that are biodegradable. The solids are filtered out as water is used. He discussed the aesthetics and wants to make sure the building is welcoming. He is open to discussing it. He wants the lighting to be safe and welcoming but not overbearing. Regarding ingress/egress, they have tried to locate the carwash as close to the easement as possible. The self-serve bays provide 60 ft. of egress. It allows for a 35 ft. trailer. The only single directional is into the automatic bays. The entrance from the Maverik sections was widened. He stated their goal is to provide a local service to residents. He pointed out the recent public survey identified a carwash ranked #3 for public service. He has worked with and been a part of other carwashes developments.

Commissioner Osborne discussed the Planning Commission will probably put a sunset clause (if after a certain amount of time, this is not developed, the property reverts back to the original zone). Mr. Mortensen addressed the lighting and explained they will do what is necessary to abide by city code. He has a location for a monument sign, but it will not be as big as the Maverik sign. He stated the vacuums and dryers will create sound, but they will comply with restrictions set by the city. The hours are 24/7. The vacuums can be shut down if they want to.

Barry discussed this being a conditional use as per city code 10-5G-5. Commissioner Grubb suggested the rezone being tied to the site conditional use approval. Brandon suggested tying it to the applicant and the use. Barry would be more comfortable with a development agreement.

Commissioner Walton addressed citizen's concerns with the city being in the middle of updating the general plan. Barry explained Lot 1 is currently zoned C-H, which is more intense than the C-Zone. Commissioner Walton voiced this decision being difficult for him to make because of the city is currently in the process of amending the general plan. Barry pointed out if we are going to apply that logic, then we should have applied a moratorium on the whole city, and it has

already been over a year on the general plan. Commissioner Boatright stated there is a current general plan in place. He doesn't feel it is right to tell any developer they can't develop their property because of the general plan is being amended. He agrees with this rezone request. Commissioner Grubb acknowledged the city doesn't have a moratorium on development right now. Commissioner Walton feels a carwash is a great use for this property. Commissioner Osborne doesn't feel the rezone request for this property is similar to the Ray property rezone requests because the Ray property request was from commercial to residential.

Commissioner Johnson moved to Rezone: South Weber Transition Subdivision Lot 1 (approx. 1.2 acres) from CH to C for Car Wash for Applicant Scott Mortensen subject to approval of a conditional use permit for a car wash. Commissioner Grubb seconded the motion. Commissioners Boatright, Grubb, Osborne, Walton, and Johnson voted aye. The motion carried.

Commissioner Walton moved to amend the agenda to discuss item #12 - Preliminary Site & Improvement Plans, and Conditional Use Permit: South Weber Transition Subdivision Lot 1 for Applicant Scott Mortensen. Commissioner Boatwright seconded the motion. Commissioners Boatright, Grubb, Osborne, Walton, and Johnson voted aye. The motion carried.

12. Preliminary Site & Improvement Plans, and Conditional Use Permit: South Weber Transitional Subdivision Lot 1. Applicant Scott Mortensen: Barry asked if Mr. Murray is going to grant an easement across Lot 2 for egress. Mr. Murray said he is. Commissioner Grubb stated they will need an easement from Maverik on Lot 2, unless they construct egress/ingress onto 2700 East.

Scott discussed the location of the vacuums and described the parking lighting being on the west and east side. Commissioner Osborne suggested lighting entrance and exits to make sure it is secure for Davis County Sheriff's Department. Commissioner Walton recommended lighting south side as well. Brandon suggested the developer provide a lighting plan. Barry suggested a lighting plan with a photometric analysis.

Scott explained the water recycling process. Brandon addressed the sewer capacity and stated the 2017 Sewer Capital Facilities Plan (CFP) identifies limited sewer capacity for development in the area towards the east end of South Weber Drive. Projects to address this limited capacity are shown in the CFP. Since the adoption of the CFP, we have done additional analysis, computer modeling and metering of actual flows. Based on the metering, we have been able to determine that the actual flows are less than half of what was modeled and used in the CFP, according to State regulatory flows. We have calculated the total number of Equivalent Residential Units (ERU's) for this development to be 40 ERU's. Given the current demand in the area, we have determined that there is excess sewer capacity to accommodate this proposed development at this point in time. Future development will continue to be evaluated on a case by case basis.

Commissioner Johnson asked about pollutants coming out of the carwash. Scott explained they are the same chemicals used in other carwashes. They are approved by the EPA. Once a month the dirt traps are cleaned out. The car wash will use approximately 260 gallons per month.

ORDINANCE 2020-02

AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL AMENDING THE CITY'S ZONING MAP CHANGING SOUTH WEBER TRANSITION LOT 1 FROM HIGHWAY- COMMERCIAL (CH) TO COMMERCIAL (C)

WHEREAS, Scott Mortensen of Morty's Car Wash applied to change a portion of South Weber Transition Subdivision (1.296 acres) at approximately 7700 S 2700 E from Highway-Commercial (CH) to Commercial (C); and

WHEREAS, the planning commission held a public hearing to consider the application on February 13, 2020 and recommended approval subject to an approved conditional use permit for the proposed car wash; and

WHEREAS, the city council discussed the possibility of the change in zoning with the applicant Scott Mortensen and property owner Dan Murray on February 25, 2020 and proposed some suggestions for changes to the site plan; and

WHEREAS, Council also stated they would prefer to see all requests for this development come forward to be considered simultaneously; and

WHEREAS, South Weber Transition Subdivision final plat along with site and improvement plans and conditional use for Morty's Car Wash have all been reviewed by the planning commission on June 3, 2020 and forwarded with recommendation of approval; and

WHEREAS, city planner Barry Burton and city engineer Brandon Jones have reviewed all related documents and also recommend approval; and

WHEREAS, Council has determined the zoning change is consistent with the city's general plan and in the best interest of the city;

NOW, THEREFORE, BE IT ORDAINED by the city council of South Weber City, state of Utah:

Section 1. Amendment: The Zoning map referenced in Section 10-5-1 of the South Weber City Code is amended as follows:

> 1.296 acres of real property (lot 1 of South Weber Transition Subdivision) is hereby zoned Commercial with the legal description attached as Exhibit 1. New zoning maps shall be prepared to reflect the change.

Section 2. Reversion: This parcel will revert back to the original zone of Highway-Commercial (CH) on January 1, 2022 if the proposed car wash by owner Scott Mortensen is not at that time fully operational.

Section 3. General Repealer. Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. The city council of South Weber City, state of Utah, has determined that the public health, safety, and welfare requires that this ordinance take effect immediately. Therefore, this ordinance shall become effective immediately upon passage and publication as required by law.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 21st day of July 2020.

_____
MAYOR: Jo Sjoblom

_____
ATTEST: City Recorder, Lisa Smith

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

CERTIFICATE OF POSTING

I hereby certify that Ordinance 2020-02 was passed and adopted the 21st day of July 2020 and that complete copies of the ordinance were posted in the following locations within the city this 22nd day of July 2020.

1. South Weber Family Activity Center, 1181 E. Lester Drive
2. South Weber City Building, 1600 E. South Weber Drive

_____
Lisa Smith, City Recorder

EXHIBIT 1
SOUTH WEBER
TRANSITION SUBDIVISION
LOT 1 LEGAL DESCRIPTION

Transition Subdivision Lot 1

Zone Change – CH to C

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF 2700 EAST, SAID POINT BEING N00°06'21"W 484.59 FEET AND N89°53'39"E 110.52 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE S51°56'09"W 38.22 FEET; THENCE S41°31'16"W 120.61 FEET; THENCE N89°53'07"W 186.48 FEET; THENCE N00°06'21"W 181.62 FEET; THENCE N66°05'54"E 219.38 FEET TO THE WESTERLY RIGHT OF WAY OF 2700 EAST; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 685.53 FEET, AN ARC LENGTH OF 170.07 FEET, A DELTA ANGLE OF 14°12'51", A CHORD BEARING OF S30°57'26"E, AND A CHORD LENGTH OF 169.63 FEET; AND (2) S38°03'51"E 14.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 56,443 SQUARE FEET OR 1.296 ACRES MORE OR LESS.

SOUTH WEBER TRANSITION SUBDIVISION
FINAL PLAT REVIEW
By Barry Burton 6.4.20

-APPROVED TO FORWARD TO CITY COUNCIL-

PL 1: The proposal has been altered from 3 lots to one lot with a remainder parcel. Lot 1, intended for a car wash, has been slightly enlarged to accommodate all the necessary vehicular circulation and access improvements. This is not a problem.

PL 2: Curb, gutter and sidewalk are existing on 2700 East. Utility connections will be part of the conditional use/site plan for the car wash.

PL 3: I recommend the City Council approve this subdivision plat.

JONES & ASSOCIATES CONSULTING ENGINEERS

M E M O R A N D U M

TO: South Weber City Mayor and Council

FROM: Brandon K. Jones, P.E.
South Weber City Engineer

CC: David Larson – South Weber City Manager

RE: SOUTH WEBER TRANSITION SUBDIVISION PLAT
Engineering Review (Final)

Date: July 15, 2020

Our office has completed a review of the Final Plat for the South Weber Transition Subdivision, dated June 8, 2020. The plat has received multiple reviews, and subsequent revisions have been made throughout the development review process. These revisions have been necessary for the plat to be ready for approval. Based on our review, we believe the plat meets the City Code. The plat includes existing easements, as well as new sewer and storm drain easements. Phillips 66 (Pioneer Pipeline), Holly Energy, and Rocky Mountain Power have signature lines on the plat that, when signed, will confirm and approve their existing easements. The cross access easement granted by Maverik is shown for reference, but will be recorded separately (as it is outside the subdivision boundary).

Recommendation
We recommend approval of the proposed plat.

Morty's Car Wash. She brought up the inconsistency in the documents in which it stated there are three self-serve bays and three automatic bays, yet the drawings show four self-serve bays and three automatic bays. She is concerned about access by Maverik since it is near the dump station. She feels the car wash should have its own entrance and exit and should be a standalone business. She requested clarification on the type of fencing between the school and carwash. She hopes the sign is not big and bright. She also read Corinne Johnson's comments, 8020 S. 2500 E., who is concerned about east end of building that has no drawings and would like to know more about the landscaping.

Paul Sturm, 2527 Deer Run Drive, sent an email concerning the carwash. He questioned the easements from the pipeline company and storm drain. He would like to know if Brandon Jones, City Engineer, concerns have been addressed. He is concerned about increased traffic on 2700 East. He asked if an assessment of Reeves & Associates analysis has taken place. He is concerned about light & noise from the car wash. He would like to know how South Weber City is going to enforce the lighting. He asked who paid for the sound study. He is concerned about the hours of operation. He would like to know when the final letter from South Weber Water District be signed as well as the agreements with the pipeline companies. He is concerned about the distance for a vehicle to exit the premise.

NOTE: This is an excerpt from planning commission minutes for June 3, 2020. The full draft minutes are available in the July packet at http://southwebercity.com/file/2017/01/0-PC2020-07-09-Packet.pdf

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voted aye. The motion carried.

Final Subdivision Plat: South Weber Transition Subdivision (1 Lot & Remainder Parcel) approx. 4.2 acres zoned CH located at approx. 7700 S 2700 E on Parcel (13-034-0065). Applicant Dan Murray: Commissioner Osborne asked if the Planning Commission has any comments concerning this agenda item. Commissioner Grubb pointed out this is a one lot development but there is still a remainder parcel. He asked if there are any improvements that need to be required or escrowed, because there is an opportunity right now and that parcel may never be developed. Brandon Jones, City Engineer, suggested waiting. Barry Burton, City Planner, agreed to leave it be until a plan is submitted for that parcel.

Brandon pointed out the original legal description does not match the lot. The legal description for the rezone request should be used so that they match. Scott Mortensen stated he doesn't have a problem with that.

Blair Halverson suggested updating the plans. Barry explained the site plan, landscape plan, grading plan, etc. shows the correct boundary and matches the lot line as it has been expanded out. Commissioner Grubb read the legal description and it matched. Barry explained the rezone request description matched the lot line. Dan Murray stated he wants it to match and will make those adjustments.

Commissioner Walton asked if it is okay to approve a subdivision plat when the City Council has not approved the rezone request yet. Barry remarked the subdividing of the land is not dependent on rezoning in any way.

Barry Burton, City Planner's, memo of 13 May 2020 is as follows:

PL 1: The proposal has been altered from 3 lots to one lot with a remainder parcel. Lot 1, intended for a car wash, has been slightly enlarged to accommodate all the necessary vehicular circulation and access improvements.

PL 2: Curb, gutter and sidewalk are existing on 2700 East. Utility connections will be part of the conditional use/site plan for the car wash.

PL 3: I advise the Planning Commission forward this final plat to the City Council with a recommendation of approval.

Brandon Jones, City Engineer's, read his review of 22 May 2020 is as follows:

Our office has completed a review of the Final Plat for the South Weber Transition Subdivision, dated May 20, 2020. We recommend approval subject to the following being addressed prior to final approval from the City Council.

PLAT

E1. It is our understanding that there are two petroleum line easements: one for Phillips 66 (Pioneer Pipeline) and one for Holly Energy (formerly Plains All American Pipeline, formerly Rocky Mountain Pipeline).

a. The final plat needs to be submitted to both companies for their review. An approval letter from both companies is needed to verify that the easements have been shown correctly.

b. A signature line is needed in the Easement Approval block for both companies.

E2. The new storm drain easement needs additional information to clearly describe its location (e.g. dimensions along boundary, hatching, dimension of width, etc.)

Scott Mortensen reported the pipeline companies will be signing the final plat this Friday.

Commissioner Grubb moved to recommend approval to the City Council for the Final Subdivision Plat: South Weber Transition Subdivision (1 Lot & Remainder Parcel) approx. 4.2 acres zoned CH located at approx. 7700 S 2700 E on Parcel (13-034-0065) for applicant, Dan Murray subject to the following:

1. **Barry Burton's review of 13 May 2020.**
2. **Brandon Jones review of 22 May 2020.**
3. **Previous request from C-H to C- Zone be changed to match lot 1 description.**

Commissioner Boatright seconded the motion. Commissioners Boatright, Grubb, Osborne, Walton, and Johnson voted aye. The motion carried.

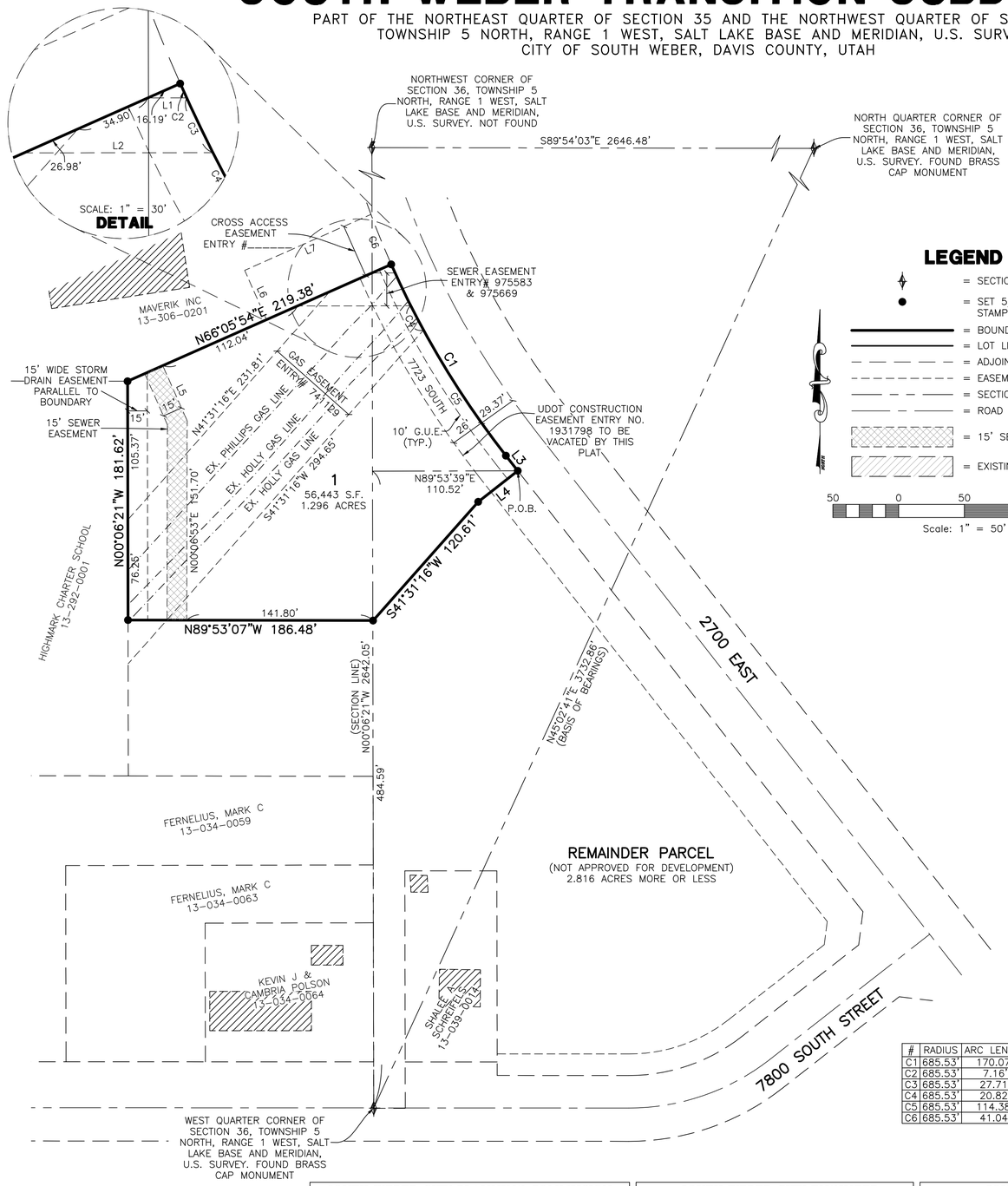
Final Site & Improvement Plans: South Weber Transition Subdivision Lot 1 (Morty's Car Wash). Applicant Scott Mortensen: Commissioner Osborne asked if the Planning Commission has any questions concerning this agenda item. Barry addressed the mistake on the

Reeve & Associates, Inc. - Solutions You Can Build On

SHEET 1 OF 1

SOUTH WEBER TRANSITION SUBDIVISION

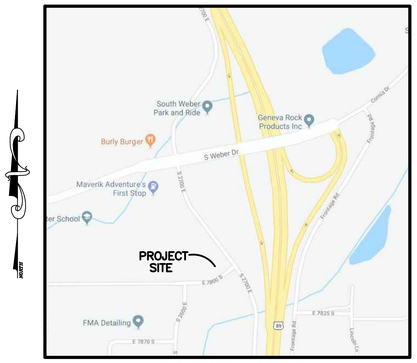
PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH



LEGEND

- = SECTION CORNER
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- = ROAD CENTERLINE
- = 15' SEWER EASEMENT
- = EXISTING STRUCTURE

50 0 50 100 150
Scale: 1" = 50'



VICINITY MAP

SCALE: NONE

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND STREETS. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A ⅝" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE MEASURED LINE BETWEEN THE WEST QUARTER CORNER OF SECTION 36 AND THE NORTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS N45°02'41"E

BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF 2700 EAST, SAID POINT BEING N00°06'21"W 484.59 FEET AND N89°53'39"E 110.52 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE S51°56'09"W 38.22 FEET; THENCE S41°31'16"W 120.61 FEET; THENCE N89°53'07"W 186.48 FEET; THENCE N00°06'21"W 181.62 FEET; THENCE N66°05'54"E 219.38 FEET TO THE WESTERLY RIGHT OF WAY OF 2700 EAST; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 685.53 FEET, AN ARC LENGTH OF 170.07 FEET, A DELTA ANGLE OF 14°12'51", A CHORD BEARING OF S30°57'26"E, AND A CHORD LENGTH OF 169.63 FEET; AND (2) S38°03'51"E 14.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 56,443 SQUARE FEET OR 1.296 ACRES MORE OR LESS.

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	685.53'	170.07'	169.63'	85.47'	S30°57'26"E	14°12'51"
C2	685.53'	7.16'	7.16'	3.58'	S24°08'58"E	0°35'55"
C3	685.53'	27.71'	27.71'	13.86'	S25°36'24"E	2°18'57"
C4	685.53'	20.82'	20.82'	10.41'	S27°38'04"E	1°44'23"
C5	685.53'	114.38'	114.25'	57.32'	S33°17'03"E	9°33'36"
C6	685.53'	41.04'	41.03'	20.52'	S22°08'06"E	3°25'48"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°55'34"W	17.73'
L2	S89°55'34"W	86.28'
L3	S38°03'51"E	14.66'
L4	S51°56'09"W	38.22'
L5	N23°54'06"W	45.80'
L6	N23°54'06"W	41.01'
L7	N66°05'54"E	105.04'

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND 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 SOUTH WEBER TRANSITION SUBDIVISION IN SOUTH WEBER CITY, DAVIS 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 DAVIS 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 SOUTH WEBER CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS ____ DAY OF _____, 20__.

PROFESSIONAL LAND SURVEYOR 9031945 TREVOR J. HATCH STATE OF UTAH

9031945
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 AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT SOUTH WEBER TRANSITION SUBDIVISION, AND DO HEREBY DEDICATE TO SOUTH WEBER CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR GENERAL UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF GENERAL UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY; AND ALSO DEDICATE, OR CONFIRM AS EXISTING, THE EASEMENTS FOR THE RESPECTIVE UTILITY COMPANIES AS SHOWN HEREON, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN ANY EASEMENT DESCRIBED HEREON.

SIGNED THIS _____ DAY OF _____, 20___.

FOR: MURRAY FAMILY INVESTMENTS LLC

_____
DANNY LEE MURRAY

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.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

EASEMENT VACATION APPROVAL

THIS PLAT IS HEREBY APPROVED BY:

UTAH DEPARTMENT OF TRANSPORTATION DATE

EASEMENT APPROVAL

THIS PLAT IS HEREBY APPROVED BY:

HOLLY ENERGY DATE

PIONEER PIPELINE DATE

PACIFICORP DATE

SOUTH WEBER CITY PLANNING COMMISSION

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON THIS THE ____ DAY OF _____, 20__.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

SOUTH WEBER CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SOUTH WEBER CITY ENGINEER DATE

SOUTH WEBER CITY COUNCIL

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE ____ DAY OF _____, 20__, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SOUTH WEBER CITY MAYOR ATTEST: _____ CITY RECORDER

SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE ____ DAY OF _____, 20__.

SOUTH WEBER CITY ATTORNEY

PROJECT INFORMATION

Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 1-21-2020
Project Name: SOUTH WEBER TRANSITION SUBD.
Number: 6195-06
Scale: 1"=50'
Revision: 5-7-2020 N.A.
Checked:

Reeve & Associates, Inc.
5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DAVIS COUNTY RECORDER

ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____

RECORDED FOR:

DAVIS COUNTY RECORDER
_____ DEPUTY.

Reeve & Associates, Inc. - Solutions You Can Build On

When Recorded, Mail To:
Maverik, Inc.
Attn.: Real Estate Department
185 S. State Street, Suite 1300
Salt Lake City, Utah 84111

Tax Parcel No. 13-306-0201 and 13-034-0065

(Space above for Recorder's use only)

ACCESS EASEMENT AGREEMENT AND USE RESTRICTION

THIS ACCESS EASEMENT AGREEMENT AND USE RESTRICTION (this "**Agreement**") is entered into to be effective this 16th day of March, 2020, by and between MAVERIK, INC., a Utah corporation ("**Grantor**"), and Murray Family Investments, LLC, a Utah Limited Liability Company ("**Grantee**"). Grantor and Grantee are sometimes referred to individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. Grantor owns certain real property located in Davis County, Utah (the "**Grantor's Property**"). The Grantor's Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee owns certain real property located adjacent to the Grantor's Property (the "**Grantee's Property**"). The Grantee's Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Grantee desires to obtain a non-exclusive access easement (the "**Easement**") on, over, and across a portion of the Grantor's Property (the "**Easement Area**"). The Easement Area is identified more particularly described on Exhibit C and depicted on the Illustration of Exhibit C, both attached hereto and incorporated herein by this reference.

D. Grantor is willing to convey the Easement to Grantee, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys, without warranty, to Grantee, for the benefit of the Grantee's Property only, a non-exclusive easement on, over, and across the Easement Area for the sole purpose of vehicular and pedestrian ingress and egress to and from the Grantee's Property.

2. Use Restriction. Grantee agrees and acknowledges that the Grantee's Property shall be subject to those certain use restrictions set forth on Exhibit D attached hereto and by this reference made a part hereof.

3. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee's Agents will enter upon the Easement Area at their sole risk and hazard. Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area, Grantor's Property and the entry upon the Easement Area and Grantor's Property by Grantee and Grantee's Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right to require the relocation of the Easement Area at any time at Grantor's cost and expense, so long as the relocation provides Grantee with similar access to the Grantee's Property.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition, and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

6. Maintenance. Grantor shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee or Grantee's Agents' acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee.

Notwithstanding the foregoing, should Grantor incur any cost or expenses in connection with the maintenance, repair, or upkeep of the Easement Area, Grantor shall be entitled to reimbursement from Grantee for fifty percent (50%) of the costs and expenses incurred. Grantee's failure to reimburse Grantor within thirty (30) days of delivery by Grantor to Grantee

of an invoice for Grantee's share of the costs and expenses incurred by Grantor shall result in Grantee being in default hereunder and Grantor being entitled to exercise the remedies set forth herein.

7. Indemnification. Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Grantor, indemnify, defend and hold harmless Grantor from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorneys' fees actually incurred from any cause other than Grantor's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Agreement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Agreement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

8. Insurance. Grantee will ensure that prior to entering onto the Easement Area, Grantee and all of Grantee's Agents and other such parties who assist with the maintenance or use of the Easement Area are covered under the terms of Grantee's insurance policies as set forth below, or that each obtain similar policies which, at a minimum, provides Grantor the same protections.

8.1 Liability Insurance Coverage and Limits. Prior to commencing use of the Easement Area, Grantee and Grantee's Agents will obtain and maintain a policy of commercial general liability insurance insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars ($2,000,000.00). Grantor will be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

8.2 Automobile Insurance. Grantee must agree to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars ($1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

9. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, or (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor: Maverik, Inc.
Attn: Real Estate Department
185 S. State Street, Suite 800
Salt Lake City, UT 84111

With a copy to: Maverik, Inc.
Attn: Legal Department
185 S. State Street, Suite 800
Salt Lake City, UT 84111

If to Grantee: Murray Family Investments, LLC
Attn: Dan L Murray
1451 North June Drive
Farmington, Utah 84025

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

10. Default by Grantee. If: (i) Grantee has defaulted on its obligations stated herein; (ii) Grantor has provided Grantee written notice of Grantee's default; and (iii) thirty (30) days have expired since Grantee received written notice from Grantor regarding Grantee's default and Grantee has failed to cure its default within the thirty (30) day period, Grantor, at its sole and exclusive option, may: (a) pursue any remedy available at law or in equity; (b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; (d) pursue an action for damages for loss; and/or (e) terminate this Agreement and the Easement.

11. Miscellaneous.

11.1. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

11.2. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing Party. For purposes of this Section 10.2, the term "prevailing party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant.

11.3. No Third Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. There is no intent by either Party to create or establish third-party beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a Party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.

11.4. No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

11.5. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

GRANTOR: MAVERIK, INC., a Utah corporation

By: _____
Name (Print): Chuck Maggelet
Its: President

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 7 day of April, 2020, personally appeared before me Chuck Maggelet, known or satisfactorily proved to me to be the President of Maverik, Inc., a Utah corporation, who acknowledged to me that he signed the foregoing instrument as President for said entity.

JOSI HILL
Notary Public State of Utah
My Commission Expires on:
November 10, 2021
Comm. Number: 697824

_____
Notary Public

[further signatures and acknowledgements to follow]

GRANTEE: MURRAY FAMILY INVESTMENTS, LLC

By: Dan L Murray
Name (Print):Dan L Murray
Its: Manager

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On this 16 day of March, 2020, personally appeared before me Danny Murray, known or satisfactorily proved to me to be the Manager of Murray Family Investments, LLC, a Utah Limited Liability Company, who acknowledged to me that he signed the foregoing instrument as Manager for said entity.

Michelle Rhodes
Notary Public

MICHELLE RHODES
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 690261
COMM. EXP. 08/20/2020

EXHIBIT A

(Legal Description of the Grantor's Property)

That certain real property located in Davis County, Utah, specifically described as follows:

Lot 201, Highmark Subdivision 1st Amendment, according to the official plat thereof on file and of record in the Davis County Recorder's Office recorded April 23, 2015, as Entry No. 2862284, in Book 6252, at Page 512 of Official Records.

APN: 13-306-0201

Reeve & Associates, Inc.

3-13-2020

EXHIBIT B

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N00°06'21"W 252.43 FEET AND N89°53'28"W 186.22 FEET AND N00°06'21"W 118.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N00°06'21"W 181.62 FEET; THENCE N66°05'54"E 219.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 685.53 FEET, AN ARC LENGTH OF 170.07 FEET, A DELTA ANGLE OF 14°12'51", A CHORD BEARING OF S30°57'26"E, AND A CHORD LENGTH OF 169.63 FEET; AND (2) S38°03'51"E 14.66 FEET; THENCE S51°56'09"W 38.22 FEET; THENCE S41°31'16"W 120.61 FEET; THENCE N89°53'07"W 186.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 56,443 SQUARE FEET OR 1.296 ACRES MORE OR LESS.

Reeve & Associates, Inc.

3-13-2020

EXHIBIT C

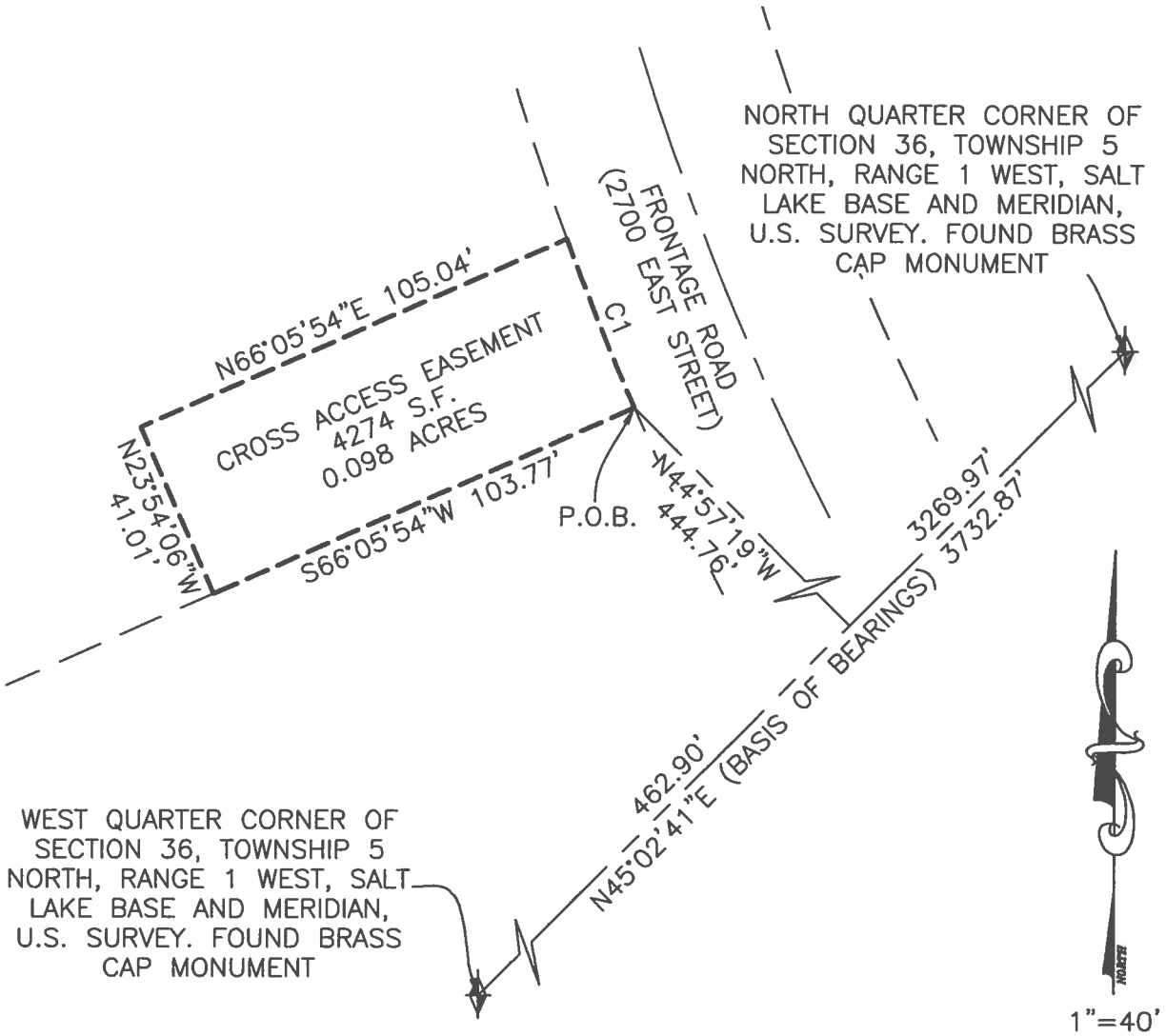
PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD (2700 EAST STREET), SAID POINT BEING N45°02'41"E 462.90 FEET AND N44°57'19"W 444.76 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36 (SAID WEST QUARTER CORNER BEING S45°02'41"W 3732.87 FEET FROM THE NORTH QUARTER CORNER OF SECTION 36); THENCE S66°05'54"W 103.77 FEET; THENCE N23°54'06"W 41.01 FEET; THENCE N66°05'54"E 105.04 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD (2700 EAST STREET); THENCE ALONG SAID WESTERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 685.53 FEET, AN ARC LENGTH OF 41.04 FEET, A DELTA ANGLE OF 03°25'48", A CHORD BEARING OF S22°08'06"E, AND A CHORD LENGTH OF 41.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 4274 SQUARE FEET OR 0.098 ACRES MORE OR LESS.

Illustration of Exhibit C

TO ACCOMPANY CROSS ACCESS EASEMENT LEGAL DESCRIPTION
SOUTH WEBER, UTAH



#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	685.53'	41.04'	41.03'	20.52'	S22°08'06"E	3°25'48"

Reeve & Associates, Inc.
5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

Project Info.

Designer: N. ANDERSON
Date: 3-13-2020
Name: CROSS ACCESS
Number: 6195-06
Scale: 1"=40'

EXHIBIT D

(Use Restriction)

Commencing on the date of recordation of this Agreement with the Office of the Davis County Recorder, and for a period of fifty (50) years thereafter, neither the Grantee's Property nor any portion thereof shall be used for any of the following purposes:

Operating a fuel sales facility, convenience store, or other business engaging in the sale of gasoline, coffee, or groceries. In addition, and not by way of example, the following convenience stores operating under the listed trade names, are prohibited upon the Grantee's Property, or any portion thereof, for the time period specified herein: Tesoro, Chevron, Arco, Flying J, Circle K, Amoco, Phillips, Sinclair, 7-11, Exxon, Texaco, and Top Stop.

Operating a shop or store that sells smoking or vaping products or equipment, including but not limited to hemp, marijuana, and/or cannabidiol oil products or equipment

Operating a shop or store that sells alcohol and/or liquor products or equipment.

Operating a restaurant or any other business engaged in the retail sale of food and/or beverages, ready for consumption, either on or off the Grantee's Property. In addition, and not by way of example, the following restaurants and prepared food businesses, operating under the listed trade names, are prohibited upon the Grantee's Property, or any portion thereof, for the time period specified herein: Subway, Blimpies, Quiznos, McDonald's, Burger King, Wendy's Old Fashioned Hamburgers, Pizza Hut, Taco Bell, Taco Time, La Salsa, Arby's, Carl's Jr., Dairy Queen, or Kentucky Fried Chicken.

RESOLUTION 2020-29

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING THE FINAL PLAT AND IMPROVEMENT PLANS FOR SOUTH WEBER TRANSITION SUBDIVISION

WHEREAS, an application for subdividing 4.1 acres at approximately 7700 S 2700 E into one lot with a remainder parcel was submitted by Murray Family Investments; and

WHEREAS, both the city planner and the city engineer have analyzed all forms presented and found all conditions of city code met and relayed their findings to the planning commission; and

WHEREAS, the planning commission reviewed all the supporting documents of south weber transition subdivision in an open public meeting on the 3rd of June 2020 and gave a favorable recommendation for approval by the city council at the same meeting; and

WHEREAS, the city council verified all reviews and recommendations in a public meeting on the 21st of July 2020 and after thorough consideration approved the plat and plans as presented;

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

Section 1. Approval: Final plat and improvement plans for the South Weber Transitional Subdivision at approximately 7800 S 2700 E are hereby approved.

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 21st day of July 2020.

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

MORTY'S CAR WASH
FINAL CONDITIONAL USE/SITE PLAN REVIEW
By Barry Burton 6.4.20

-APPROVED TO FORWARD TO CITY COUNCIL-

PL 1: The proposal is to establish a car wash with 3 automatic bays and 4 self-serve bays on Lot 1 of the South Weber Transition Subdivision. The Planning Commission previously recommended approval of a rezone on the property from C-H to C and granted preliminary conditional use/architectural site plan approval.

PL 2: Curb, gutter and sidewalk are existing on 2700 East. A water connection in 2700 East will be required. Sewer and storm drain are already stubbed into the site.

PL 3: Standards for approval are found in Section 10-7-3 D of the South Weber City Code. They are as follows:

1. The proposed use shall not generate enough traffic to be detrimental to the immediate neighborhood.

The Traffic Impact Study performed by Reeve and Associates indicates there will be no change in the level of service on 2700 E. nor at the intersection of South Weber Drive and 2700 E.

2. The proposed development shall not overload the carrying capacity for which local streets were designed.

Se the comment above.

3. Internal traffic circulation shall not adversely affect adjacent residential properties.

There are no adjacent residential properties.

4. Parking facilities location shall not adversely affect adjacent residential properties.

There are no adjacent residential properties.

5. Parking facilities shall be effectively screened from adjacent residential properties.

There are no adjacent residential properties.

6. The relationship of structures and parking shall be complementary to the aesthetics of the general area.

This structure and its parking will be complimentary to Maverik adjacent to the north and should have no ill effect on any other adjacent property.

7. The proposed sign(s) shall not adversely affect the development itself or the overall aesthetics of the general area.

The proposed sign is a pole sign 16' in height and 48 square feet in area. That area is for one side, but according to our ordinance, we only count one side of a two-sided sign. Both height and area are well within Class 5 sign allowances. The sign is placed so that it will be blocked from view from nearby homes by the building. The sign will be similar in character to other signs in the area.

8. The proposed landscaping shall be sufficient to enhance the aesthetic acceptability of the development.

The landscape plan will provide for an aesthetically pleasing yard with an interesting design, a variety of appropriate plantings and good use of different rock mulches.

9. The project shall be landscaped and maintained with a sprinkler system.

An irrigation plan has been submitted that provides for appropriate plant watering throughout the site. With the exception of the grass park strip, the site will all be drip irrigated for a water-wise design.

PL 4: I recommend this proposal be approved by the City Council with the stipulations as proposed by the Planning Commission.

May 4, 2020

Kimberli Guill, Development Coordinator
South Weber Fire
1600 East South Weber Drive
South Weber City, UT 84405
Phone: (801) 479-3177 Ext. 2205
Email: kguill@southwebercity.com

South Weber – FINAL FIRE REVIEW
Client Permit No.: N/A
WC³ Job No.: 220-757-002

Final Review

Re: Plan Review: South Weber Transition Sub Car Wash - Site
Address: Lot #1, South Weber City, UT

Ms. Guill:

West Coast Code Consultants, Inc. (WC^3) has completed the final review of the following documents for the project referenced above on behalf of South Weber Fire:

1. Civil Plans: Dated 03/01/2020, by Reeve & Associates, Inc.
2. Fire Flow Information: Dated 01/14/2020, by
3. Access Easement Agreement: Dated 04/07/2020, by Maverik, Inc.
4. Plat Plan: Dated 04/09/2020, by Reeve & Associates, Inc.

The 2018 IBC, IFC, IMC, 2017 NEC, and applicable NFPA standards, were used as the basis of our review. **Please note that we have completed our review of the above documents and have no further comments.**

Please note that West Coast Code Consultants', Inc. (WC^3) plan review is limited only to the provisions regulated and enforced by the State of Utah. Please be aware that additional comments in relation to this application may be generated by other divisions/departments within the jurisdiction.

Please call if you have any questions or if we can be of further assistance.

Sincerely,

West Coast Code Consultants, Inc. (WC³)

Fire Plan Review By:

Nate May, EIT, CFM, Fire & Life Safety Plans Examiner

cc: South Weber Fire Staff

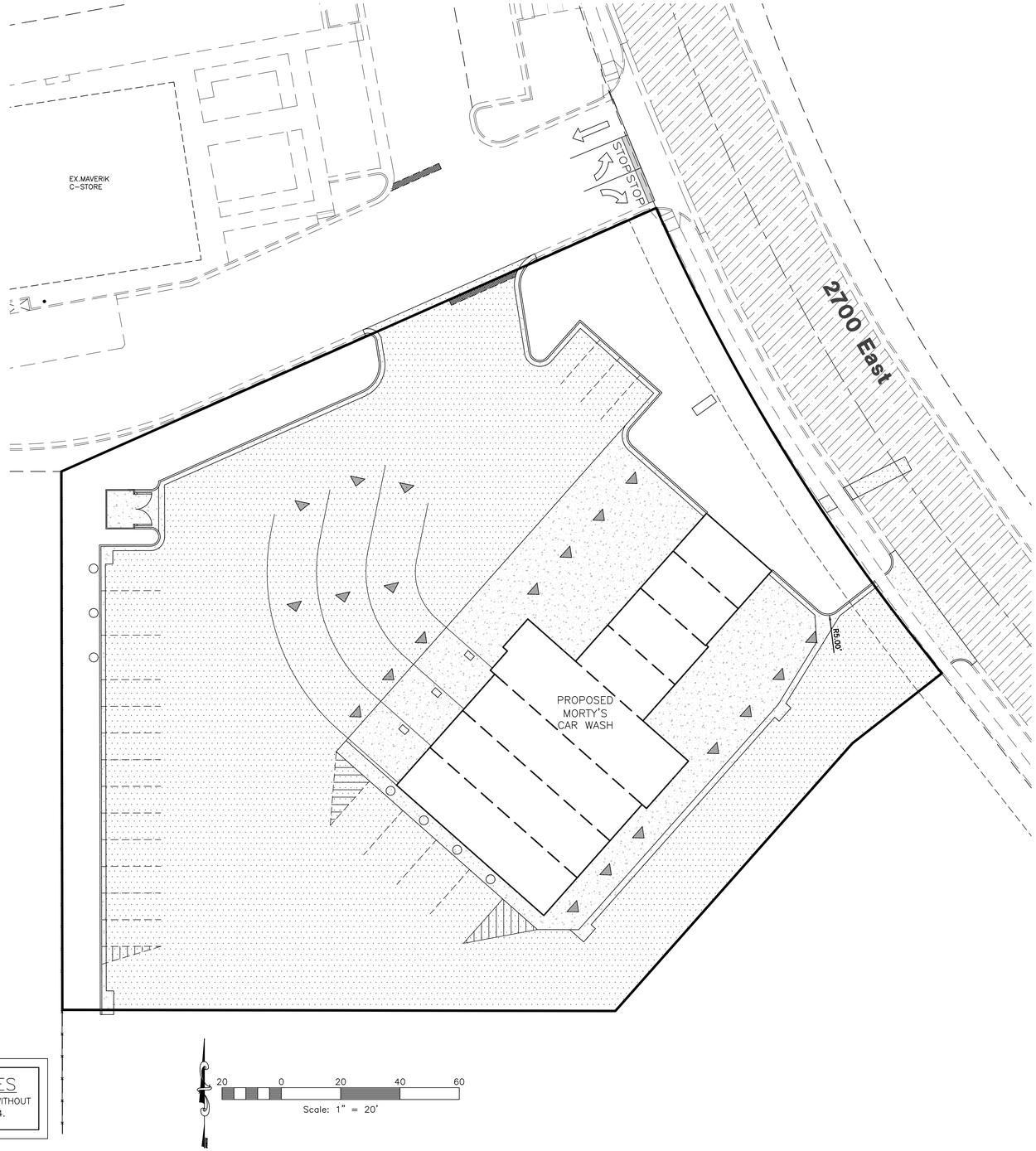
Reeve & Associates, Inc. - Solutions You Can Build On

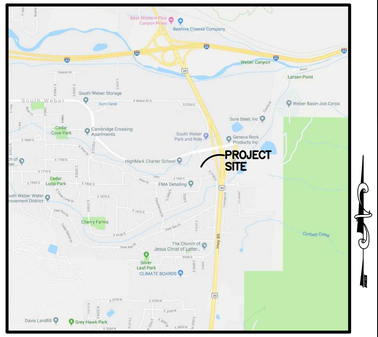
Project Narrative/Notes/Revisions

1. 03/13/20 JM – COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
2. 04/14/20 JM – ADJUSTED THE MONUMENT SIGN.
3. 05/19/20 JM – REVISED PER CITY COMMENTS.
4. 06/08/20 JM – REVISED PER GAS COMMENTS.

Morty's Car Wash
Frontage Road
Improvement Plans

SOUTH WEBER CITY, DAVIS COUNTY, UTAH
MARCH 2020





Vicinity Map
NOT TO SCALE

SITE DATA

PARKING:	14 STALLS PROVIDED 9 STALLS W/VACUUMS
PARCEL AREA:	56,440 S.F. (1.30 ACRES)
BUILDING AREA:	6,831 S.F.
ASPHALT AREA:	40,312 S.F (0.93 ACRES)
LANDSCAPE AREA: LS RATIO:	9,297 S.F. (0.21 ACRES) 16.5%

Sheet Index

Sheet 1 - Cover/Index Sheet
Sheet 2 - Notes/Legend
Sheet 3 - Existing/Demolition Plan
Sheet 4 - Proposed Site Plan
Sheet 5 - Grading/Utility Plan
Sheet 6 - Civil Details
Sheet 7 - Storm Water Pollution Prevention Plan Exhibit
Sheet 8 - Storm Water Pollution Prevention Plan Details
Sheet 9 - Landscape Plan
Sheet 10 - Irrigation Plan
Sheet 11 - Irrigation Details

WARNING: HIGH PRESSURE PIPELINES
NO EXCAVATION OR CONSTRUCTION IN THIS AREA WITH ONE-CALL AND WITHOUT CONTACTING PHILLIPS 66 PIPELINE LLC(P66PL) AT (303) 376-4384.

811 Know what's below. Call before you dig.

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:
Scott Mortensen
801-850-2360
scottm3management@gmail.com

Project Contact:
Project Manager: Nate Reeve
Project Engineer: Ken Hunter

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
801.621.3100 FAX 801.621.2666
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION
03/13/20	JM COMPLETED
04/14/20	JM MONUMENT SIGN
05/18/20	JM CITY COMMENTS

Morty's Car Wash
Frontage Road
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Cover/Index Sheet

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
07/09/2020
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE
Drafter: J. MEYERS
Begin Date: MARCH 2020
Name: MORTY'S CAR WASH SOUTH WEBER
Number: 7307-01

Sheet 1 of 11 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On

General Notes:

1. 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.
2. CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. 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.
3. TRAFFIC CONTROL, STRIPING &' SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
5. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
6. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
7. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
8. 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.
9. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
10. 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.
11. 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.
12. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
13. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
14. CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
16. 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 BONDABLE 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.
17. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY 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 ON 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 HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
19. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
29. 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.
30. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

Utility Notes:

1. 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.
2. 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.
3. 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.
4. 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.
5. ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
6. CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
7. CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
8. CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX
9. 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.
10. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
11. 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.
12. 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.
13. MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
14. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
15. ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
16. UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
17. ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE.
18. 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.
19. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
20. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
21. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

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 SWEEPING 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	PP	= POWER/UTILITY POLE
	= PROPOSED LAND DRAIN LATERAL		= EXISTING WATER METER	P.U.E.	= PUBLIC UTILITY EASEMENT
	= PROPOSED WATER LATERAL		= PROPOSED CATCH BASIN	RCP	= REINFORCED CONCRETE PIPE
	= PROPOSED SEWER LATERAL		= EXISTING CATCH BASIN	RIM	= RIM OF MANHOLE
	= PROPOSED CULINARY WATER LINE		= DRAINAGE SWALE	R.O.W.	= RIGHT-OF-WAY
	= EXISTING CULINARY WATER LINE		= PLUG W/ 2" BLOW-OFF	SD	= STORM DRAIN
	= PROPOSED SECONDARY WATER LINE		= PLUG & BLOCK	SS	= SANITARY SEWER
	= EXISTING SECONDARY WATER LINE		= STREET LIGHT	TBC	= TOP BACK OF CURB
	= PROPOSED SANITARY SEWER LINE		= SIGN	TOA	= TOP OF ASPHALT
	= EXISTING SANITARY SEWER LINE	BLDG	= BUILDING	TOC	= TOP OF CONCRETE
	= PROPOSED STORM DRAIN LINE	C&G	= CURB & GUTTER	TOFF	= TOP OF FINISHED FLOOR
	= EXISTING STORM DRAIN LINE	CB	= CATCH BASIN	TOI	= TOP OF PUMP ISLAND
	= PROPOSED LAND DRAIN LINE	C.F.	= CUBIC FEET	TSW	= TOP OF SIDEWALK
	= EXISTING LAND DRAIN LINE	C.F.S.	= CUBIC FEET PER SECOND	W	= CULINARY WATER
	= PROPOSED IRRIGATION LINE	FC	= FENCE CORNER	WM	= WATER METER
	= EXISTING IRRIGATION LINE	FF	= FINISH FLOOR		= EXISTING ASPHALT PAVEMENT
	= FENCE LINE	FFE	= FINISH FLOOR ELEVATION		= PROPOSED ASPHALT PAVEMENT
	= PROPOSED FIRE HYDRANT	FG	= FINISHED GRADE		= PROPOSED CONCRETE
	= EXISTING FIRE HYDRANT	FH	= FIRE HYDRANT		= PROPOSED GRAVEL
	= PROPOSED MANHOLE	FL	= FLOW LINE	4800	= EXISTING CONTOUR GRADE
	= EXISTING MANHOLE	GB	= GRADE BREAK	*4800*	= PROPOSED CONTOUR GRADE
	= PROPOSED SEWER CLEAN-OUT	INV	= INVERT		
	= PROPOSED GATE VALVE	L.F.	= LINEAR FEET		
	= EXISTING GATE VALVE	NG	= NATURAL GRADE		

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LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION
03/13/20	JM COMPLETED
04/14/20	JM MONUMENT SIGN
05/18/20	JM CITY COMMENTS

Morty's Car Wash
Frontage Road
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Notes/Legend/ Street Cross-Section

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
07/09/2020
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE
Drafter: J. MEYERS
Begin Date: MARCH 2020
Name: MORTY'S CAR WASH SOUTH WEBER
Number: 7307-01

Sheet 2 of 11 Sheets

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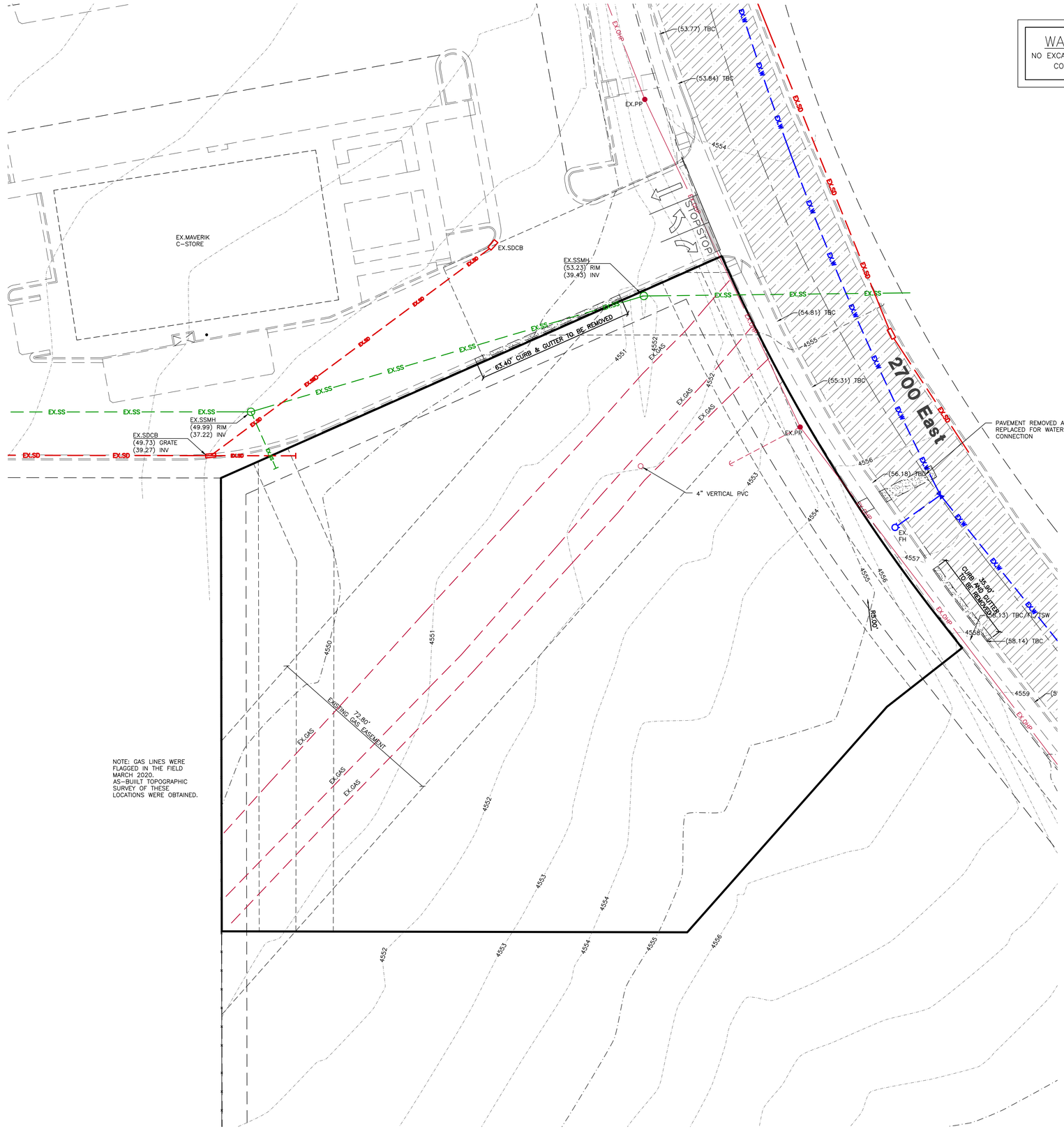

NOTE: GAS LINES WERE FLAGGED IN THE FIELD MARCH 2020. AS-BUILT TOPOGRAPHIC SURVEY OF THESE LOCATIONS WERE OBTAINED.

20 0 20 40 60

Scale: 1" = 20'

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REVISIONS

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Morty's Car Wash Frontage Road

SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Cover/Index Sheet

REGISTERED PROFESSIONAL ENGINEER
373328
J. NATE REEVE
07/09/2020
STATE OF UTAH

Project Info.

Engineer: J. NATE REEVE

Drafter: J. MEYERS

Begin Date: MARCH 2020

Name: MORTY'S CAR WASH SOUTH WEBER

Number: 7307-01

Sheet	11
3	Sheets

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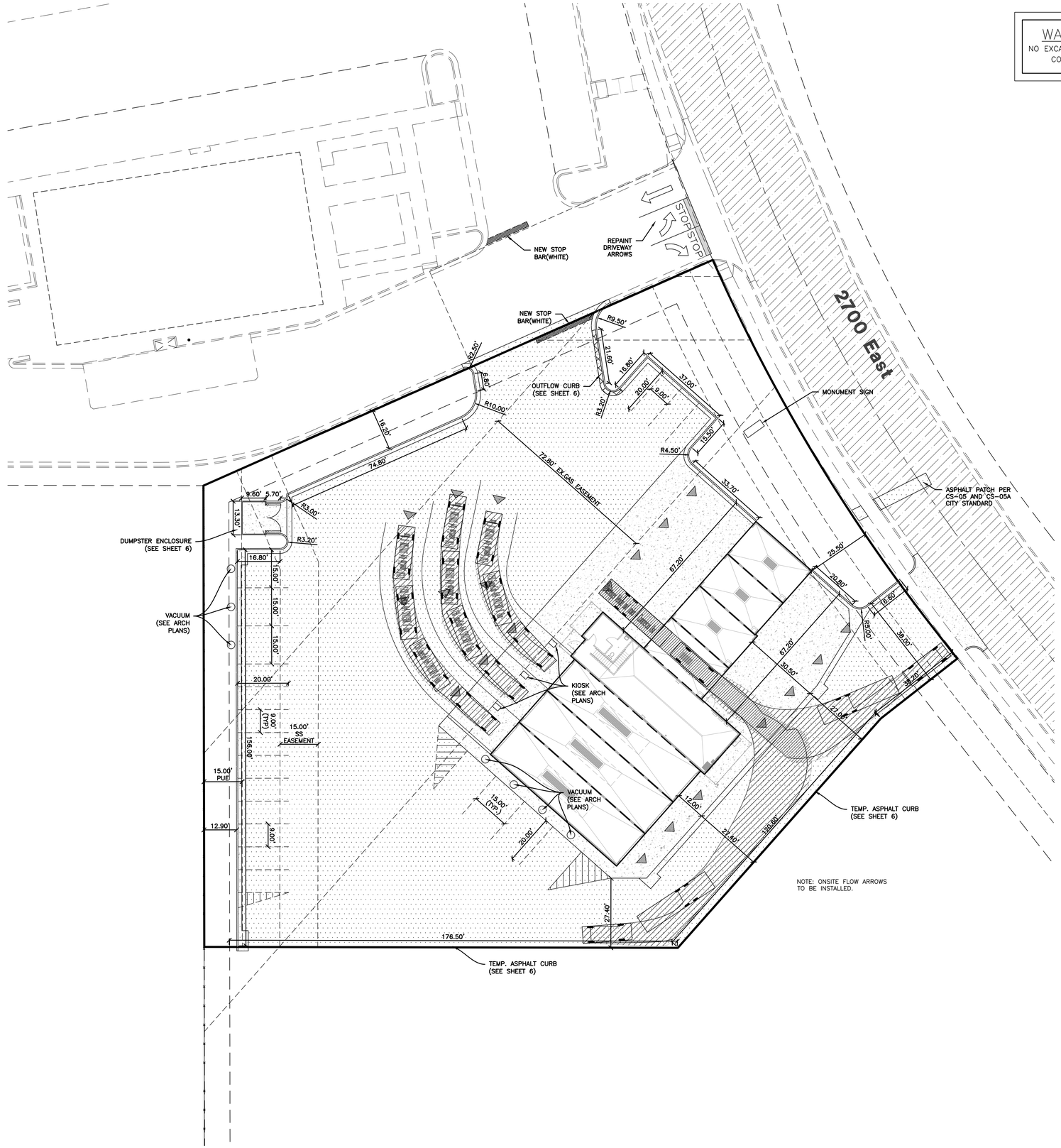

NOTE: ONSITE FLOW ARROWS TO BE INSTALLED.

20 0 20 40 60

Scale: 1" = 20'

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Morty's Car Wash Frontage Road

SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Proposed Site Plan

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
07/09/2020
STATE OF UTAH

Project Info.

Engineer: J. NATE REEVE

Drafter: J. MEYERS

Begin Date: MARCH 2020

Name: MORTY'S CAR WASH SOUTH WEBER

Number: 7307-01

Sheet 4 of 11 Sheets

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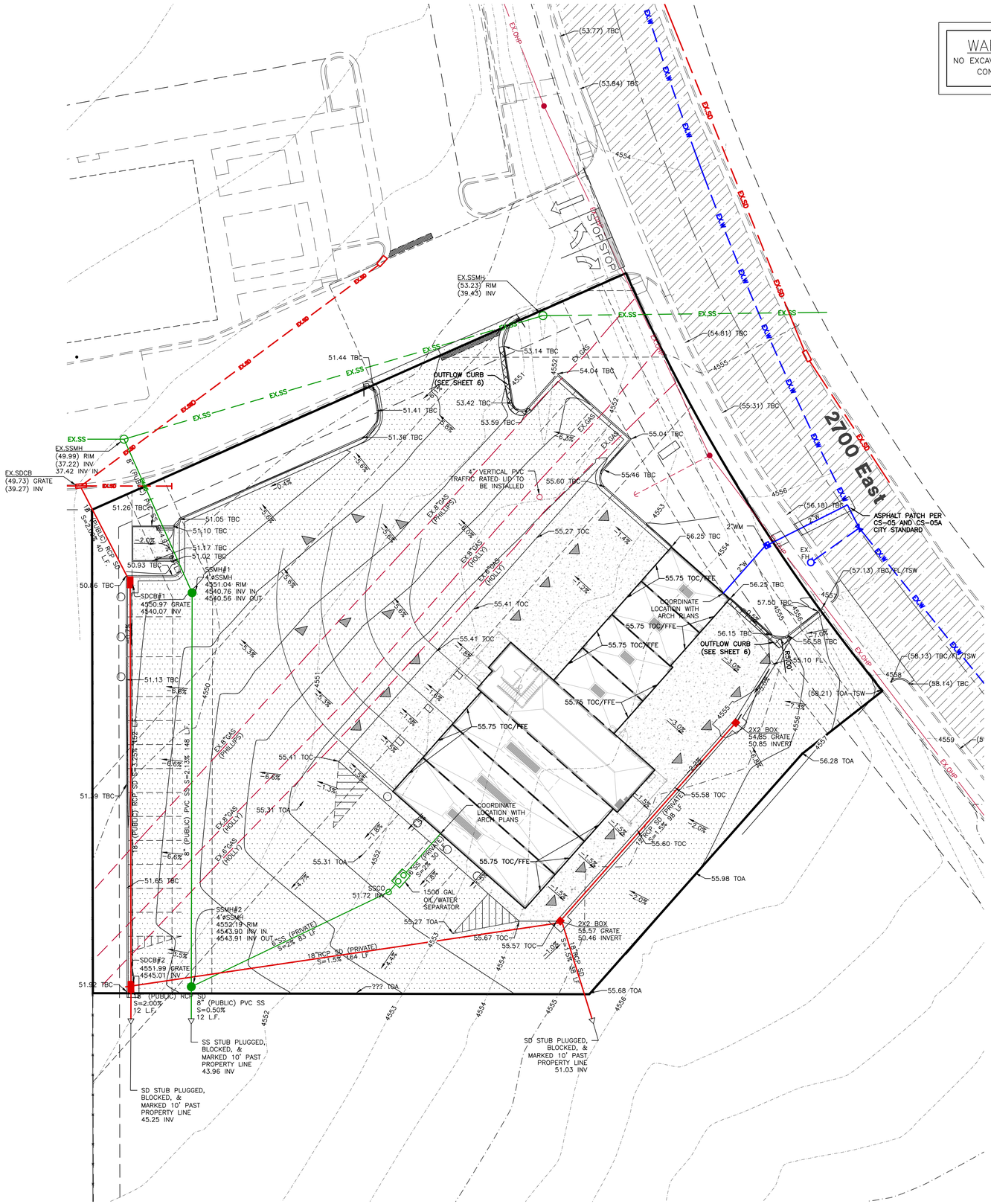

NOTE: PROJECT TO COMPLY WITH CMT GEOTECHNICAL REPORT

20 0 20 40 60

Scale: 1" = 20'

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Morty's Car Wash Frontage Road

SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Grading/Utility Plan

REGISTERED PROFESSIONAL ENGINEER 375328 J. NATE REEVE 07/09/2020 STATE OF UTAH

Project Info.

Engineer: J. NATE REEVE

Drafter: J. MEYERS

Begin Date: MARCH 2020

Name: MORTY'S CAR WASH SOUTH WEBER

Number: 7307-01

Sheet 5 of 11 Sheets

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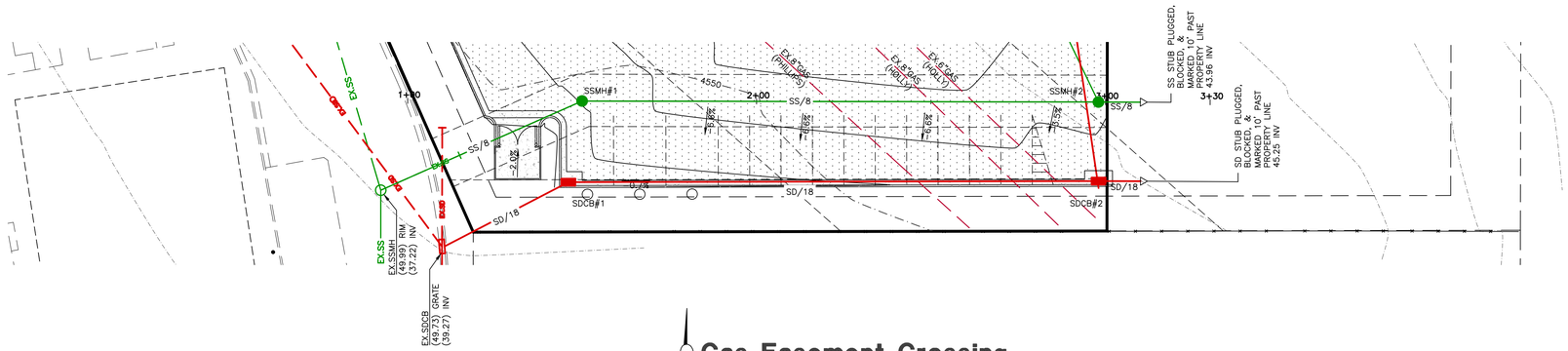


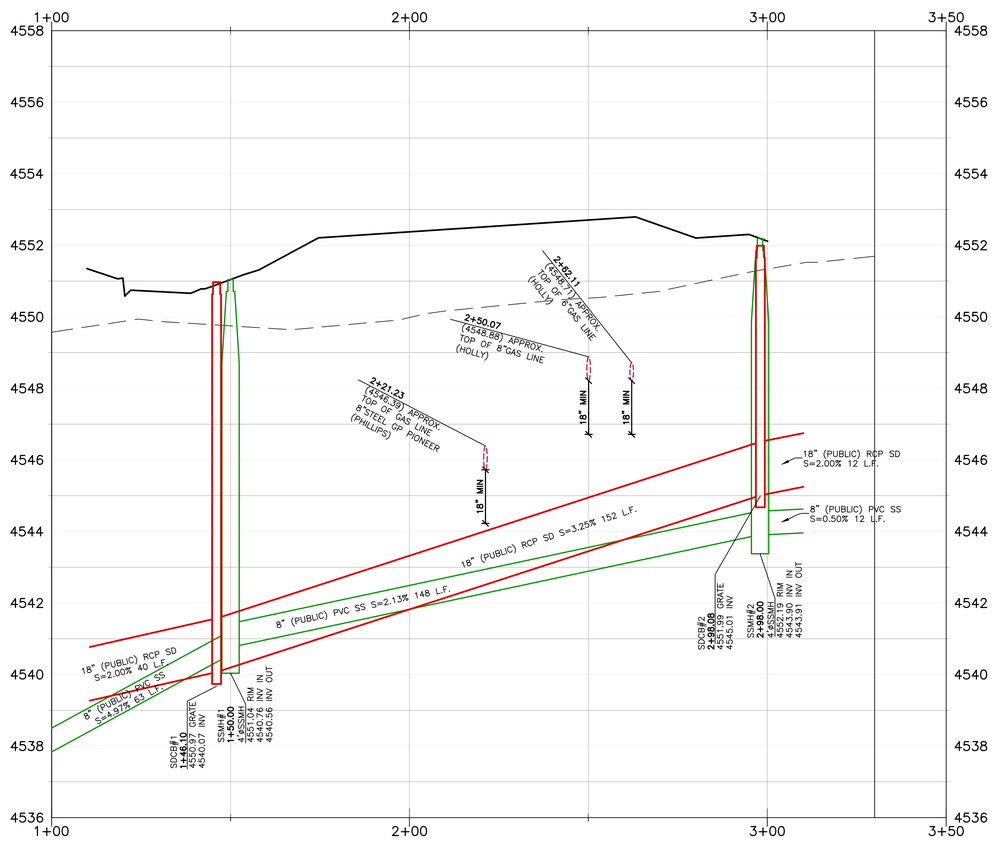
Gas Easement Crossing

20 0 20 40 60

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'

Notes:

1. For planning purposes please notify Phillips 66 Pipeline LLC ("Permittor"), for line marking, depth probing, and prior to start of any construction activities in the pipeline right-of-way. The following guidelines apply to Permittee and any contractors, agents and or representatives it uses for construction activities conducted in Permittor's right-of-way and/or affecting Permittor's pipelines:
2. The Permittee is required by State law to contact the local One-Call Center at least 48 hours prior to any excavation taking place near the pipeline(s).
3. Permittee shall conduct their activities in compliance with Permittor's Design Guidelines as well as any applicable encroachment agreement in place with Permittee and or the terms of the Construction Guidelines contained herein.
4. The continued integrity of Permittor's pipelines and the safety of all individuals in the area of proposed work near Permittor's Facilities are of the utmost importance. Therefore, Permittee shall meet with Permittor representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. Permittor's on-site representative shall require discontinuation of any work that, in their opinion, endangers the operation or safety of personnel, pipelines, or facilities.
5. The use of probing rods for pipeline locating shall be performed by Permittor representatives only to ensure no damage to the pipeline coating. If additional work besides probing is necessary to locate the pipeline, this shall be done at the Permittee's expense under Permittor supervision.
6. Notification shall be given to Permittor at least 72 hours before start of construction. A schedule of activities for the duration of the project shall be made available at that time to facilitate the scheduling of Permittor's work site representative. Any Permittee schedule changes shall be provided to Permittor immediately.
7. Permittee shall not commence work within twenty-five (25) feet of a Permittor pipeline or aboveground appurtenance without a Permittor representative being on site (unless otherwise agreed to by Permittor). The Permittor reserves the right to have an inspector or representative on the job to oversee all construction within this distance. Depending on size and scope of the work, a Permittor inspector may be an additional cost to the Permittee.
8. Heavy-wheeled equipment over 10,000 lbs or tracked equipment over 60,000 lbs working on or near pipeline (e.g. dump trucks, backhoe, trackhoe, crane, bulldozer, logging truck, etc) shall not be allowed to operate directly over Permittor pipelines or in Permittor ROW unless written approval is obtained from Permittor. Heavy-wheeled equipment shall only be allowed to cross Permittor pipelines at locations designated by Permittor. The Permittee shall comply with all precautionary measures required by Permittor to protect its pipelines. When inclement weather exists, provision shall be made to compensate for soil displacement due to subsidence of tires.
9. Prior to each excavation, an authorized Permittor representative shall evaluate the proposed excavation to determine if a risk assessment is required. Maps, drawings, and/or records shall be readily available during the assessment and excavations.
10. During Installation of underground pipelines or facilities with drilling or boring technology, an authorized Permittor representative shall have the right to evaluate and approve the drilling plan. For crossings, excavate an observation hole parallel to and approximately 5 ft on one or both sides of Permittor's pipeline(s) extending at least 1 ft below the pipeline or bore, whichever is shallowest. The observation hole(s) are to be monitored during both the pilot bore and back reaming.
11. Excavation or grading that might result in erosion or that could render the ROW inaccessible shall not be permitted unless the Permittee agrees to restore the area to its original condition and provide protection to Permittor's facility.
12. Permittee will remove cutting teeth from excavation equipment bucket when within 10 feet of Permittor's pipeline(s). Mechanical excavation will cease, and only hand excavation shall be permitted, within 18 inches of a crude oil or product pipeline and within 24 inches of a line containing Highly Volatile Liquids (HVL). Excavation will not be allowed to continue until the Permittor's pipeline, valves, and/or fittings top and sides are visible to the spotter. However, proceed with extreme caution when within three (3) feet of the pipe.
13. Permittee shall maintain a minimum of 48 inches of soil cover over Permittor's pipeline(s) across the entire width of the Encroachment. If sufficient cover does not currently exist, then at Permittee's sole cost and expense, the line shall be lowered or additional cover provided for placement over the ROW. Cover over the lines may not exceed 6 feet without Permittor's prior written approval. The method of achieving the required depth of cover shall be at Permittor's sole discretion. Projects/modifications may include over excavating to achieve the final grade. If the project includes over excavating to achieve the final grade, pipeline protective measures shall be discussed and agreed to in advance by the Permittor and the Permittee.
14. Temporary support of any exposed Permittor pipeline by Permittee may be necessary if required by Permittor on-site representative to complete construction of crossing. Depending on the size and the amount of exposed Permittor pipeline, additional pipeline support may be necessary to protect the pipeline from stresses that may be caused by the settling of the soil and pipeline after excavation. Consult a Permittor representative prior to the commencement of excavation for further details as to what may be required.
15. No "Non-Explosive" seismic testing or construction equipment with steady state vibrator, intermittent vibrator, or thumper sources shall be conducted within 150 feet of Permittor's pipeline without Permittor written approval. A vibration analysis will need to be conducted to ensure no potential damage to the pipeline. Work shall only resume with written approval from the Permittor.
16. No blasting shall be allowed within 1320 feet of Permittor's facilities without Permittor written approval. Notification of blasting shall be given to Permittor including a complete blasting plan. A pre-blast meeting shall be conducted by the organization responsible for blasting. Permittor shall have a signed and executed blasting indemnification agreement before authorized permission to blast can be given. A written emergency plan shall be provided by the organization responsible for blasting.



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Morty's Car Wash Frontage Road

SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Grading/Utility Plan

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
07/09/2020
STATE OF UTAH

Project Info.

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Sheet 5.1 of 11 Sheets

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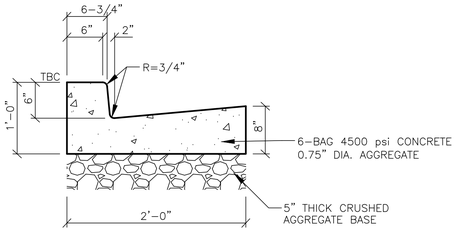
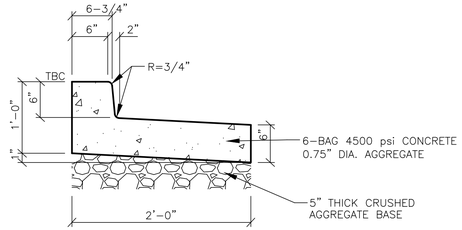


(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT; CMT NO. 14164 DATED MARCH 24, 2020)

On-Site 'L' Type Curb & Gutter

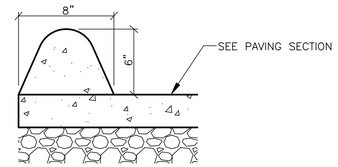
SCALE: NONE



(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT; CMT NO. 14164 DATED MARCH 24, 2020)

On-Site Outfall 'L' Curb & Gutter

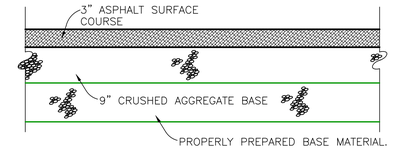
SCALE: NONE



(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT; CMT NO. 14164 DATED MARCH 24, 2020)

Temp. Asphalt Curb

SCALE: NONE



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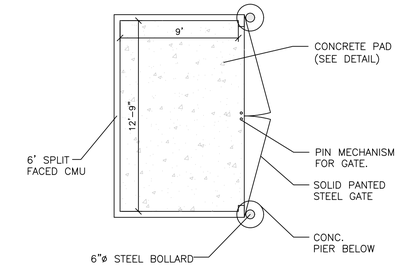
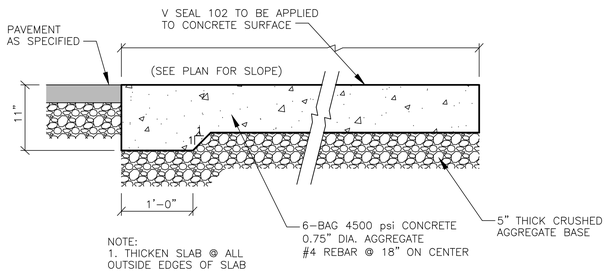
Typical On-Site Asphalt Paving

SCALE: NONE



Trash Enclosure Details



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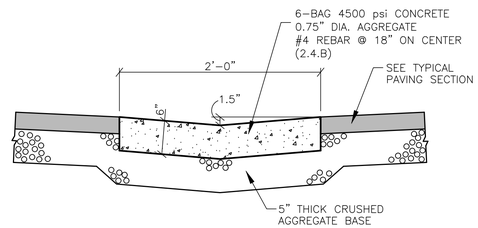
Concrete Pavement Around Building

SCALE: NONE



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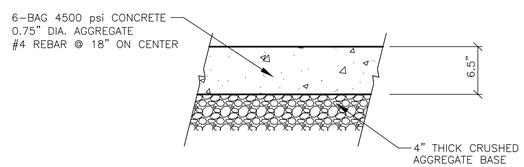
2' Concrete Waterway

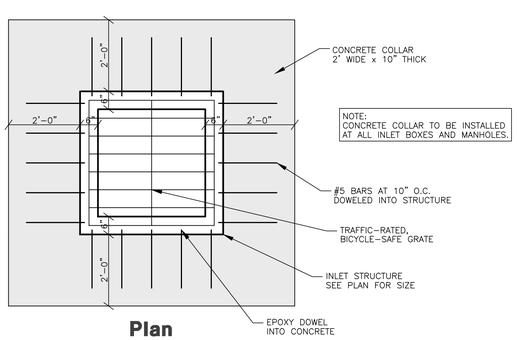
SCALE: NONE



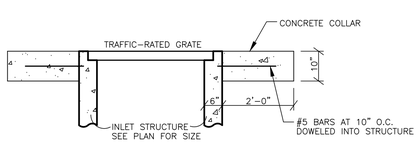
(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT; CMT NO. 14164 DATED MARCH 24, 2020)

Trash Enclosure Concrete Pad

SCALE: NONE



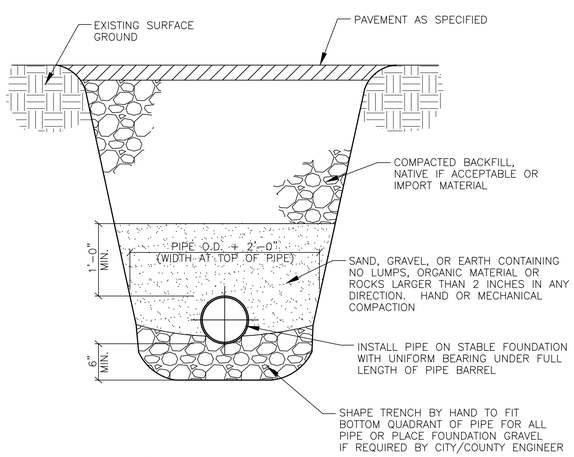
Plan



Section

Concrete Collar Detail

SCALE: NONE



(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT; CMT NO. 14164 DATED MARCH 24, 2020)

Typical On-Site Pipe Bed Section

SCALE: NONE

811 Know what's below. Call before you dig.

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REVISIONS

DATE	DESCRIPTION
03/13/20 JM	COMPLETED
04/14/20 JM	MONUMENT SIGN
05/18/20 JM	CITY COMMENTS

Morty's Car Wash Frontage Road

SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Civil Details

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
07/09/2020
STATE OF UTAH

Project Info.

Engineer: J. NATE REEVE
Drafter: J. MEYERS
Begin Date: MARCH 2020
Name: MORTY'S CAR WASH SOUTH WEBER
Number: 7307-01

Sheet 6 of 11 Sheets

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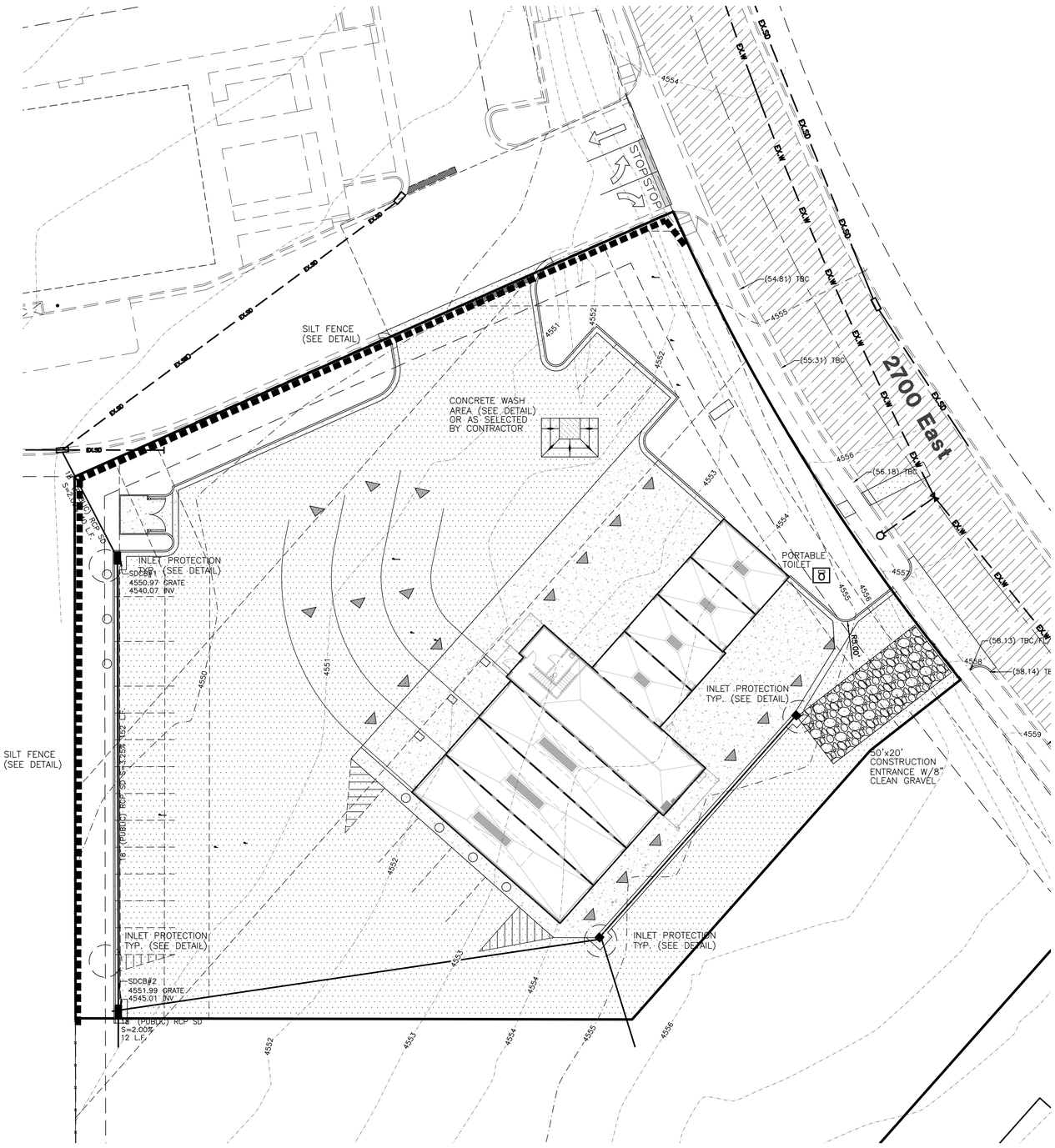
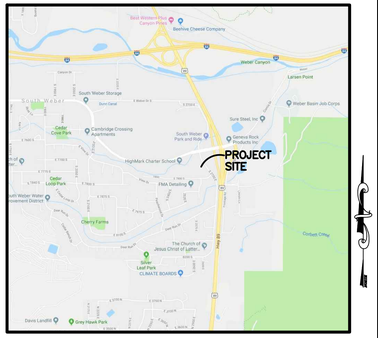
Morty's Car Wash
Frontage Road
Storm Water Pollution Prevention Plan Exhibit

SOUTH WEBER CITY, DAVIS COUNTY, UTAH
MARCH 2020



ALL VEHICLES EXITING SITE TO PROCEED THROUGH CONSTRUCTION ENTRANCE TO REDUCE AMOUNTS OF SEDIMENT TRACKED ONTO ROADWAYS.

STREETS TO BE SWEPT WITHIN 1000 FEET OF CONSTRUCTION ENTRANCE DAILY IF NECESSARY



Vicinity Map
NOT TO SCALE

0 0 0 0 0
Scale: 1" = 0'

Construction Activity Schedule

- PROJECT LOCATION.....SOUTH WEBER CITY, DAVIS COUNTY, UTAH
- PROJECT BEGINNING DATE.....APRIL 2020
- BMP'S DEPLOYMENT DATE.....APRIL 2020
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....TBD
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

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Frontage Road
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

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Sheet 7 of 11 Sheets

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Notes:

1. Describe all BMP's to protect storm water inlets:
   All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).

2. Describe BMP's to eliminate/reduce contamination of storm water from:
   a. Equipment / building / concrete wash areas:
      To be performed in designated areas only and surrounded with silt fence barriers.
   b. Soil contaminated by soil amendments:
      If any contaminates are found or generated, contact environmental engineer and contacts listed.
   c. Areas of contaminated soil:
      If any contaminates are found or generated, contact environmental engineer and contacts listed.
   d. Fueling area:
      To be performed in designated areas only and surrounded with silt fence.
   e. Vehicle maintenance areas:
      To be performed in designated areas only and surrounded with silt fence.
   f. Vehicle parking areas:
      To be performed in designated areas only and surrounded with silt fence.
   g. Equipment storage areas:
      To be performed in designated areas only and surrounded with silt fence.
   h. Materials storage areas:
      To be performed in designated areas only and surrounded with silt fence.
   i. Waste containment areas:
      To be performed in designated areas only and surrounded with silt fence.
   j. Service areas:
      To be performed in designated areas only and surrounded with silt fence.

3. BMP's for wind erosion:
   Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion

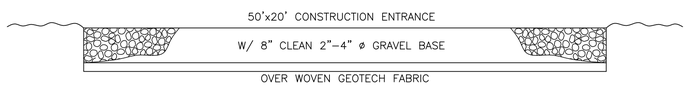
4. Construction Vehicles and Equipment:
   a. Maintenance
      – Maintain all construction equipment to prevent oil or other fluid leaks.
      – Keep vehicles and equipment clean, prevent excessive build–up of oil and grease.
      – Regularly inspect on–site vehicles and equipment for leaks, and repair immediately.
      – Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on–site.
      – Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.
   b. Fueling
      – If fueling must occur on–site, use designated areas away from drainage.
      – Locate on–site fuel storage tanks within a bermed area designed to hold the tank volume.
      – Cover retention area with an impervious material and install in in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.
      – Use drip pans for any oil or fluid changes.
   c. Washing
      – Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
      – If washing must occur on–site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.
      – Use phosphate–free, biodegradable soaps.
      – Do not permit steam cleaning on–site.

5. Spill Prevention and Control
   a. Minor Spills:
      Minor spills are those which are likely to be controlled by on–site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
      – Contain the spread of the spill.
      – If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).
      – If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up and properly dispose of contaminated soil.
      – If the spill occurs during rain, cover the impacted area to avoid runoff.
      – Record all steps taken to report and contain spill.
   b. Major Spills:
      On–site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424–8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.

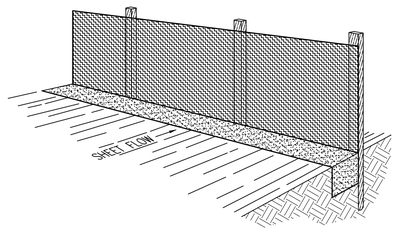
6. Post Roadway / Utility Construction
   a. Maintain good housekeeping practices.
   b. Enclose or cover building material storage areas.
   c. Properly store materials such as paints and solvents.
   d. Store dry and wet materials under cover, away from drainage areas.
   e. Avoid mixing excess amounts of fresh concrete or cement on–site.
   f. Perform washout of concrete trucks offsite or in designated areas only.
   g. Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
   h. Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.
   i. All public streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily, if necessary.
   j. Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.

7. Erosion Control Plan Notes
   a. The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
   b. A stand–by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.
   c. Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.
   d. Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. this should be confirmed by survey or other means acceptable to the engineer of record.
   e. All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
   f. Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.
   g. All loose soil and debris, which may create a potential hazard to offsite property, shall be removed from the site as directed by the engineer of record of the governing agency.
   h. The placement of additional devices to reduce erosion damage within the site is left to the discretion of the engineer of record.
   i. Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
   j. Erosion control devices will be modified as need as the project progresses and plans of these changes submitted for approval by the engineer of record and the governing agency.

8. Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
   a. Part III.D.4 of general permit UTR300000 identifies the minimum inspection requirements.
   b. Part II.D.4.C identifies the minimum inspection report requirements.
   c. Failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.

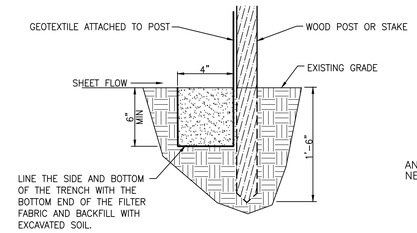


Cross Section 50' x 20' Construction Entrance



Perspective View

Figure 2



Section

INSTALLATION
The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Table 1 shows generally–recommended maximum slope lengths (slope spacing between fences) at various site grades for most silt fence applications.

TABLE 1:
Recommended Maximum Slope Lengths for Silt Fence
(Richardson & Middlebrooks, 1991)

Slope Steepness (%)	Max. Slope Length m (ft)
<2%	30.5m (100ft)
2–5%	22.9m (75ft)
5–10%	15.2m (50ft)
10–20%	7.6m (25ft)
>20%	4.5m (15ft)

PREFABRICATED SILT FENCE ROLLS
*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
*Unroll the silt fence, positioning the post against the downstream wall of the trench.
*Adjacent rolls of silt fence should be joined be nesting the end post of one fence into the other. Before nesting the end posts, rotate each post until the geotextile is wrapped completely around the post, then abut the end posts to create a tight seal as shown in Figure 1.
*Drive posts into the ground until the required fence height and/or anchorage depth is obtained.
*Bury the loose geotextile at the bottom of the fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

FIELD ASSEMBLY:
*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
*Drive wooden posts, or steel posts with fastening projections, against the downstream wall of the trench. Maximum post spacing should be 2.4–3.0m (8–10ft). Post spacing should generally be less than three (3) times the height of the fence.
*If a steel or plastic mesh is required to reinforce the geotextile, it shall have a minimum mesh opening of 15.2cm (6").
*Fasten the mesh to the upslope side of the posts using heavy duty wire staples, tie wires or hog strings. Extend the mesh into the bottom of the trench.
*The geotextile shall then be stapled or wired to the posts. An extra 20–50cm (8–20") of geotextile shall extend into the trench.

INSPECTION
*Inspect the silt fence daily during periods of rainfall, immediately after significant rainfall event and weekly during periods of no rainfall. Make any repairs immediately.
*When sediment deposits behind the silt fence are one–third of the fence height, remove and properly dispose of the silt accumulations. Avoid damage to the fabric during cleanout.

REMOVAL
*Silt fence should not be removed until construction ceases and the upslope area has been properly stabilized and/or revegetated.

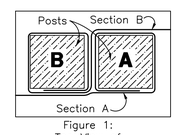
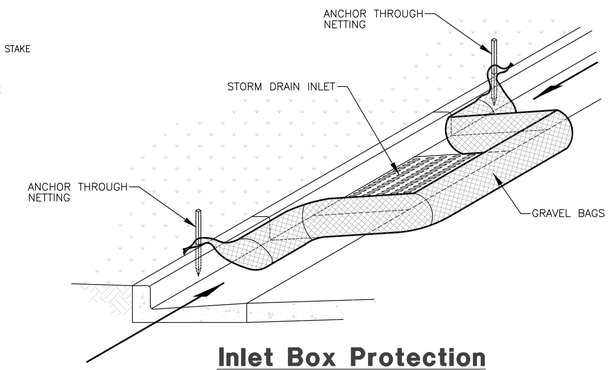


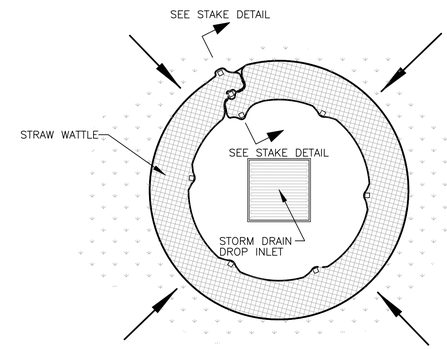
Figure 1:
Top View of
Roll–to–Roll Connection

Silt Fence Detail

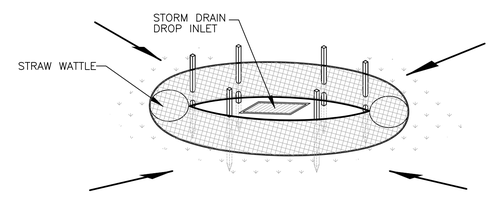
SCALE: NONE



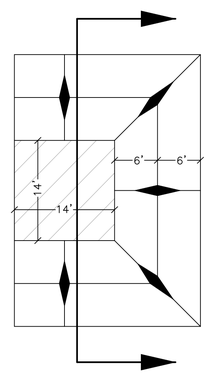
Inlet Box Protection

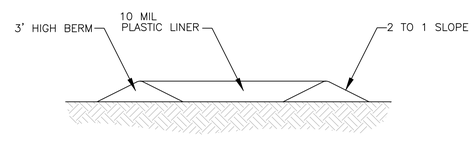


Plan View



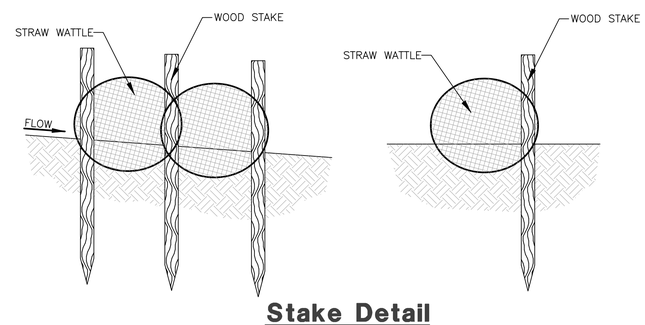
Drop Inlet Protection





Concrete Washout Area w/ 10 mil Plastic Liner

SCALE: NONE



Stake Detail

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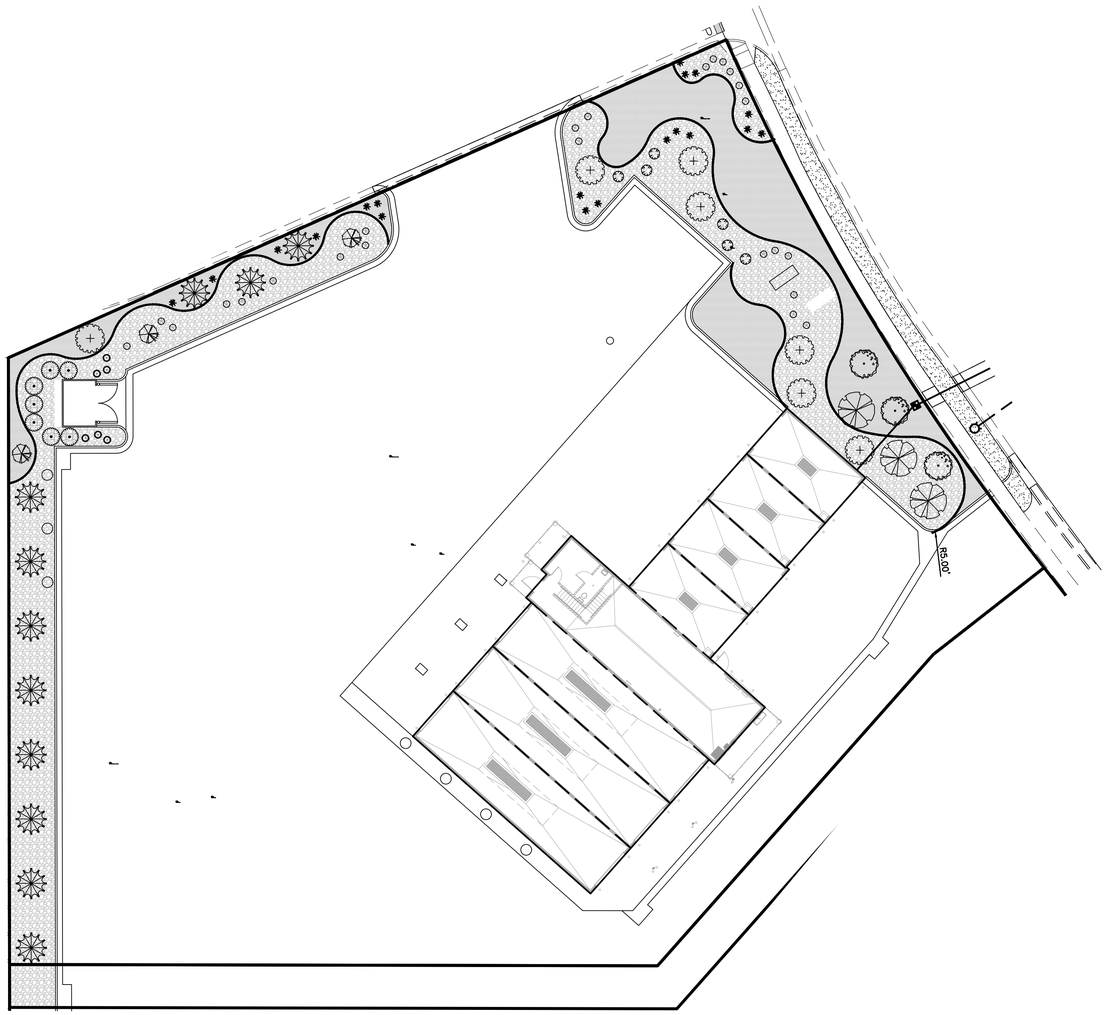


Plant Table

TREES

Quant	Symbol	Scientific Name	Common Name	Size
11		Forsythia 'Northern Sun'	Northern Sun Forsythia	6' Ht
3		Ginkgo biloba 'Goldspire'	Goldspire Ginkgo	2" cal.
3		Malus 'Red Barron'	Red Barron Crabapple	2" cal.
7		Thuja occidentalis 'Holmstrup'	Holmstrup Arborvitae	10 gal.

SHRUBS

Quant	Symbol	Scientific Name	Common Name	Size
7		Buddleia davidii 'Royal Red'	Royal Red Butterfly Bush	5 gal.
3		Prunus x cistena 'UCONNPC001'	Darkstar Purple Sand Cherry	5 gal.
6		Spiraea bumalda 'Gold Mound'	Gold Mound Spirea	5 gal.

PERENNIALS

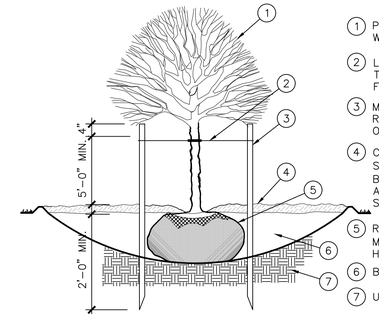
Quant	Symbol	Scientific Name	Common Name	Size
6		Achillea millefolium 'Paprika'	Paprika Yarrow	1 gal.
19		Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 gal.
24		Lavandula angustifolia 'Munstead'	Munstead Lavender	1 gal.

OTHER

Symbol	Description
	Rock Mulch– 2"–4" Diameter, 3" Depth– Tan Color to match stone on building. Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery.
	Rock Mulch– 1"–2" Diameter, 3" Depth– Dark Gray Color to match siding Place over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery.
	Turf Grass– Sod Kentucky Bluegrass Mix – 3 Species Minimum from a reputable supplier.
	Concrete Curbing– 6"x6"

PLANTING NOTES

1. This planting plan is diagrammatic and plant locations are approximate.
2. Field survey, stake, and string the layout and locations of site construction features for approval before actual construction. The layout shall conform to the exact location and grades of the intended work to be done.
3. Coordinate all aspects of the planting plans with the irrigation system and call the attention of the owners representative to any conflict in placement of plants in relation to sprinkler heads, lines and valves at the time the landscape installation phase takes place.
4. Finish grade of soil in lawn areas shall be 2" below pads, walks, paving, headers and curbs to accommodate sod. Grades in areas when seeded shall be 1" lower than adjacent edge.
5. Native topsoil shall be stockpiled and stored on site whenever possible for use in landscape areas.
6. All sod areas shall receive a minimum 4" depth of native topsoil and shrub beds shall receive a minimum of 8" of native topsoil.
7. Imported topsoil, when required, shall come from a reputable source, have a loam consistency and be free of weeds and debris.
8. Face each shrub to give the most pleasing look as seen from a line perpendicular to the wall or walk to/from which it is viewed.
9. Edging or Curbing shall be installed as shown on the plan to separate grass from shrub beds.
10. Shrub beds shall drain properly to prevent standing water from occurring. Call improperly draining planters or planting beds to the attention of the owners representative before planting. Provide positive drainage away from all structures and walls. Slope landscape areas 2% minimum.
11. Place mulch in all shrub beds and perennial areas. See schedule for depth and type. Do not crowd out small perennial plants with excessive mulch.

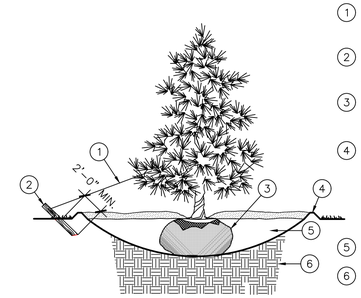


1. PRUNE ALL DEAD AND INJURED WOOD. DO NOT CUT LEADER.
2. LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS.
3. METAL T–POSTS, 2 PER TREE. REMOVE POSTS & TIES AFTER ONE YEAR.
4. CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH. BRUSH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR.
5. REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"–3" HIGHER THAN GRADE.
6. BACKFILL WITH NATIVE SOIL
7. UNDISTURBED SOIL

NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

DECIDUOUS TREE PLANTING

NTS

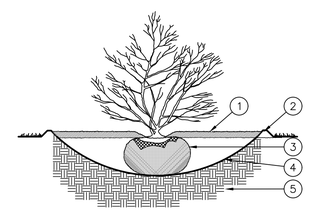


1. LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS
2. 4' x 2" x 2" STAKE AND GUY WIRE (ONE EA. TREE) REMOVE STAKES AFTER ONE YEAR
3. REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"–3" HIGHER THAN GRADE
4. CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH – BRUSH MULCH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR
5. BACKFILL WITH NATIVE SOIL
6. UNDISTURBED SOIL

NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

CONIFEROUS TREE PLANTING

NTS



1. 3" OF BARK/ROCK MULCH. BRUSH AWAY FROM STEM
2. 3" EARTH BERM SAUCER. REMOVE AFTER ONE YEAR
3. REMOVE BURLAP/PACKAGING MAT. PLANT SHRUBS 2"–3" HIGHER THAN GRADE.
4. BACKFILL WITH NATIVE SOIL
5. UNDISTURBED SOIL

NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

SHRUB PLANTING

NTS

SITE DATA

PARKING:	14 STALLS PROVIDED 9 STALLS W/VACUUMS
PARCEL AREA:	56,440 S.F. (1.30 ACRES)
BUILDING AREA:	6,831 S.F.
ASPHALT AREA:	40,312 S.F (0.93 ACRES)
LANDSCAPE AREA: LS RATIO:	9,297 S.F. (0.21 ACRES) 16.5%

20 0 20 40 60

Scale: 1" = 20'

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
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REVISIONS

DATE	DESCRIPTION
3–20–2020	Moved Trees(Gas Lines)
5–19–2020	City Comments

South Weber Business Park & Townhomes

SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Car Wash Landscape Plan

LICENSED LANDSCAPE ARCHITECT
Nathan Peterson 8441608
NATHAN C. PETERSON
07/09/2020
STATE OF UTAH

Project Info.

Landscape Architect: Nathan Peterson

Drafter: N. Peterson

Begin Date: FEBRUARY 2019

Name: PARCEL # 13–034–0065

Number: 7307–01

Sheet 9 of 11 Sheets

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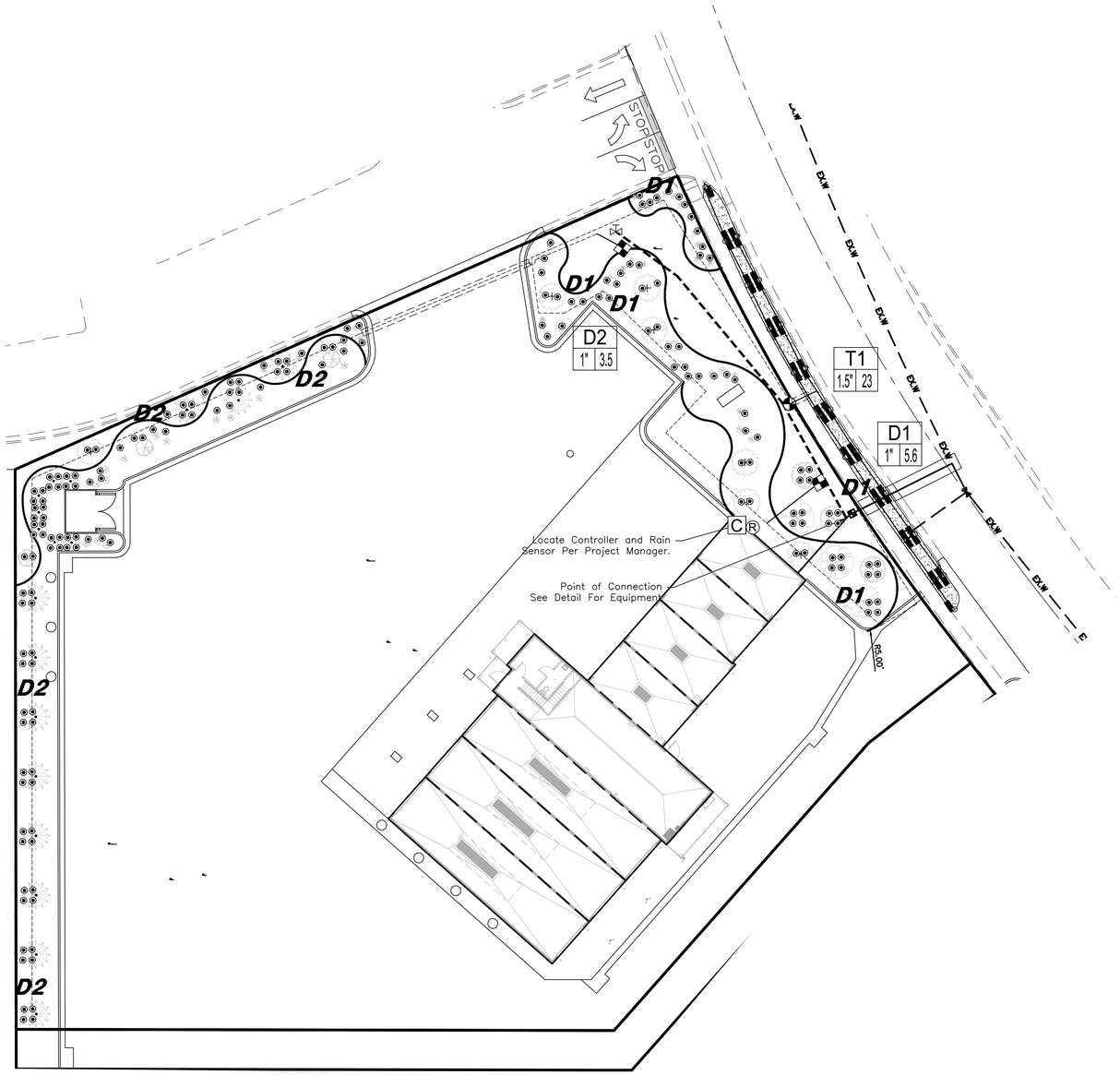


IRRIGATION SCHEDULE

RADIUS SPRAY	SYMBOL QU. HALF FULL	PSI	MANUFACT.	CATALOG #	DESCRIPTION HEAD; NOZZLE
4'X15'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 15RCS/LCS
4'X30'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 15SST

EQUIP.	SYMBOL	MANUFACT.	CATALOG #	DESCRIPTION
		FORD	BC11-444SWM-NL	STOP AND WASTE
		WILKINS STRONGBOX	975XL2 SBBC-30AL	BACKFLOW PREVENTION ASSEMBLY ALUMINUM BACKFLOW ENCLOSURE
	QCC	RAINBIRD	MODEL 44LRC	1" QUICK COUPLING VALVE
		FORD	B111-333-NL 3/4"	MANUAL DRAIN VALVE ASSEMBLY
	C	RAINBIRD	ESP LXME	120 VAC-INDOOR/OUTDOOR CONTROLLER
	R	RAINBIRD	WR2-RC	WIRELESS RAIN SENSOR
		RAINBIRD	XCZ-100-PRB-COM	DRIP REMOTE CONTROL VALVE
		RAINBIRD	PEB SERIES	REMOTE CONTROL VALVE

PIPE	SYMBOL	CATALOG #	DESCRIPTION
	SCH. 40	PVC MAIN LINE	1.5" PRESSURIZED IRRIGATION MAIN LINE
	SCH. 40	PVC LATERAL LINE	IRRIGATION LINE; SIZE AS FOLLOWS: 3/4" (0-8 gpm), 1" (8-12 gpm), 1 1/4" (12-22 gpm), 1 1/2" (22-30 gpm), 2" (30-50 gpm)
	SCH. 40	PVC SLEEVE	2 X DIA. - USE UNDER PAVEMENT

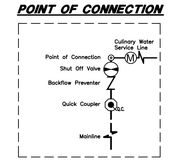
DRIP	SYMBOL	MANUFACT.	CATALOG #	DESCRIPTION
		RAINBIRD	XB-T-20-PC	XERIBUG DRIP EMITTERS, 2 GAL/HOUR 1 EMITTER PER 1 GALLON PLANT 2 EMITTERS PER 5 GALLON PLANT 4 EMITTERS PER TREE (OUTSIDE TURF AREAS)
		PVC/POLY	DRIP LATERAL LINE	1/2"-3/4" LATERAL SUPPLY LINE

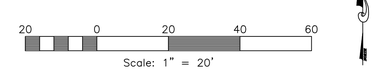
LABELS

C-1 — VALVE NO
1.5" 21 — GALLONS PER MINUTE
VALVE SIZE

D1 DRIP IRRIGATION ZONE

POINT OF CONNECTION





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NATHAN C. PETERSON
Lic. 6341608
07/09/2020
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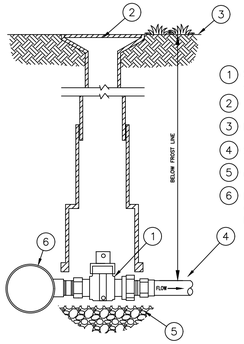
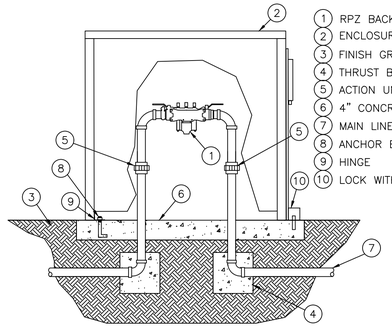


1. STOP & WASTE VALVE – SEE IRR. SCHEDULE
2. ADJUSTABLE CURB BOX
3. FINISH GRADE
4. SCH. 40 PVC MAIN LINE
5. GRAVEL SUMP 18"X18"X18"
6. IRRIGAITON SERVICE LINE – CONNECT AS PER CITY REQUIREMENTS

STOP & WASTE ASSEMBLY

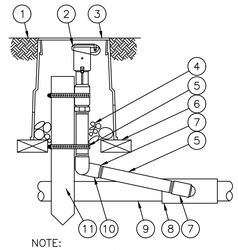
N.T.S.



1. RPZ BACKFLOW PREVENTER
2. ENCLOSURE
3. FINISH GRADE
4. THRUST BLOCK
5. ACTION UNION
6. 4" CONCRETE PAD
7. MAIN LINE
8. ANCHOR BOLTS "L" STYLE
9. HINGE
10. LOCK WITH COVER

BACKFLOW PREVENTER

N.T.S.

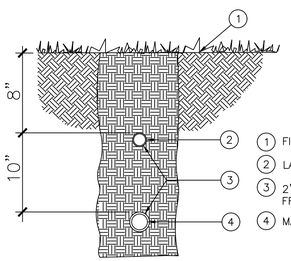


1. FINISH GRADE/TOP OF MULCH
2. QUICK–COUPLING VALVE
3. VALVE BOX WITH COVER
4. 3–INCH MINIMUM DEPTH OF 3/4–INCH WASHED GRAVEL
5. PVC SCH 80 NIPPLE
6. BRICK (1 OF 2)
7. PVC SCH 40 STREET ELL
8. PVC SCH 40 TEE OR ELL
9. PVC MAINLINE PIPE
10. PVC SCH 40 ELL
11. 2"x2" REDWOOD STAKE WITH STAINLESS STEEL GEAR CLAMPS OR EQUIVALENT SUPPORT SYSTEM

NOTE:
FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLING VALVE INLET SIZE.

QUICK COUPLING VALVE

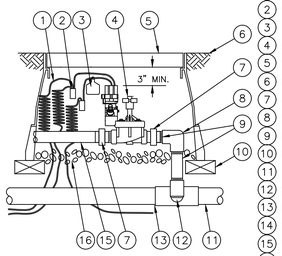
N.T.S.



1. FINISH GRADE
2. LATERAL LINE
3. 2" MIN. SAND OR ROCK FREE SOIL AROUND PIPE
4. MAIN LINE

TRENCH SECTION

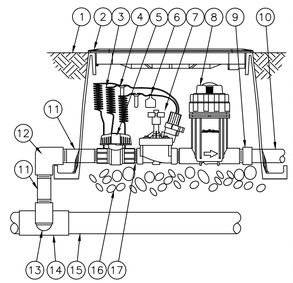
N.T.S.



1. 30–INCH LINEAR LENGTH OF WIRE, COILED
2. WATERPROOF CONNECTION
3. ID TAG
4. REMOTE CONTROL VALVE:
5. VALVE BOX WITH COVER:
6. FINISH GRADE/TOP OF MULCH
7. ACTION UNION
8. PVC SCH 40 ELL
9. PVC SCH 80 NIPPLE
10. BRICK (1 OF 4)
11. PVC MAINLINE PIPE
12. SCH 80 NIPPLE AND SCH 40 ELL
13. PVC SCH 40 TEE OR ELL
14. PVC SCH 80 COUPLER SLIPxSLIP
15. PVC LATERAL PIPE
16. 3.0–INCH MINIMUM DEPTH OF 3/4–INCH WASHED GRAVEL

REMOTE CONTROL VALVE

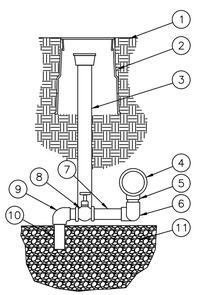
N.T.S.



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER:
3. 30–INCH LINEAR LENGTH OF WIRE, COILED
4. WATERPROOF CONNECTION:
5. 1–INCH BALL VALVE
6. ID TAG
7. REMOTE CONTROL VALVE
8. PRESSURE REGULATING FILTER
9. PVC SCH 40 FEMALE ADAPTOR
10. LATERAL PIPE
11. PVC SCH 80 NIPPLE
12. PVC SCH 40 ELL
13. PVC SCH 80 NIPPLE AND PVC SCH 40 ELL
14. PVC SCH 40 TEE OR ELL
15. MAINLINE PIPE
16. 3 INCH MIN. DEPTH OF ¾" WASHED GRAVEL
17. PVC SCH 80 NIPPLE, CLOSE

REMOTE CONTROL DRIP VALVE

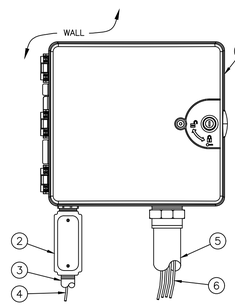
N.T.S.



1. FINISH GRADE/TOP OF MULCH
2. IRRIGATION VALVE BOX WITH BOLT LID
3. HEIGHT AS REQUIRED
4. PVC MAINLINE
5. SERVICE TEE
6. (2) 3/4" 90 ELL (2) 3/4" CLOSE PVC NIPPLE
7. 3/4"X12" PVC SCH 80 NIPPLE
8. 3/4" DRAIN VALVE–SEE SCHEDULE
8. 3/4"X12" PVC SCH 80 NIPPLE
9. 3/4" PVC SCH 40 ELL
10. 3/4" X 6" PVC SCH 80 TOE NIIPPLE
11. 3/4–INCH WASHED GRAVEL SUMP 5 CUBIC FEET MIN.

MANUAL DRAIN VALVE

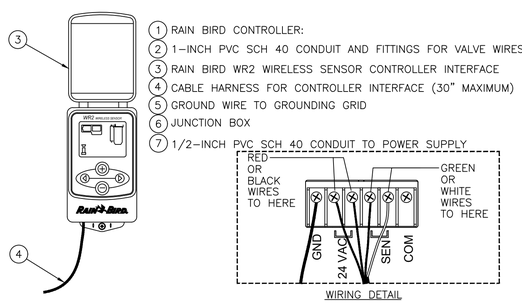
N.T.S.



1. IRRIGATION CONTROLLER IN CABINET WITH WALL MOUNT
2. JUNCTION BOX
3. 1–INCH CONDUIT AND FITTINGS TO POWER SUPPLY
4. POWER SUPPLY WIRE
5. 2–INCH CONDUIT AND FITTINGS FOR STATION WIRES
6. WIRES TO REMOTE CONTROL VALVES

IRRIGATION CONTROLLER

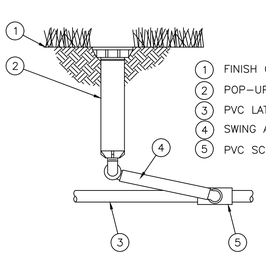
N.T.S.



1. RAIN BIRD CONTROLLER:
2. 1–INCH PVC SCH 40 CONDUIT AND FITTINGS FOR VALVE WIRES
3. RAIN BIRD WR2 WIRELESS SENSOR CONTROLLER INTERFACE
4. CABLE HARNESS FOR CONTROLLER INTERFACE (30" MAXIMUM)
5. GROUND WIRE TO GROUNDING GRID
6. JUNCTION BOX
7. 1/2–INCH PVC SCH 40 CONDUIT TO POWER SUPPLY

WIRELESS RAIN SENSOR

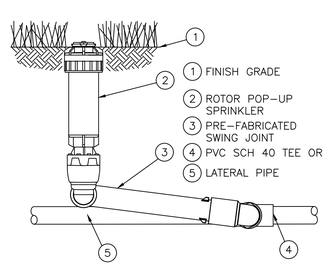
N.T.S.



1. FINISH GRADE/TOP OF MULCH
2. POP–UP SPRAY SPRINKLER:
3. PVC LATERAL PIPE
4. SWING ASSEMBLY:
5. PVC SCH 40 TEE OR ELL

POP–UP SPRAY HEAD

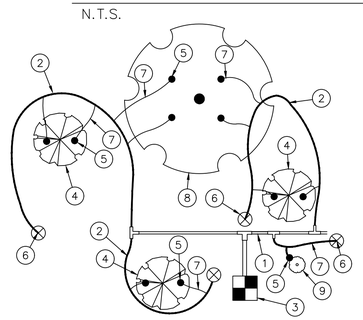
N.T.S.



1. FINISH GRADE
2. ROTOR POP–UP SPRINKLER
3. PRE–FABRICATED SWING JOINT
4. PVC SCH 40 TEE OR ELL
5. LATERAL PIPE

ROTOR POP–UP HEAD

N.T.S.



1. SCH. 40 PVC LATERAL
2. 1/2" SOLID DRIP TUBING OR EQUIV. LENGTH NOT TO EXCEED 250'
3. DRIP VALVE ASSEMBLY. SEE DETAIL
4. TYPICAL SHRUB
5. DRIP EMITTER ASSEMBLY (SEE DETAIL THIS SHEET)
6. AUTOMATIC FLUSH VALVE. SEE DETAIL THIS SHEET
7. 1/4" VINYL DISTRIBUTION TUBING (MAX. LENGTH IS 4')
8. TYPICAL TREE
9. TYPICAL PERENNIAL

NOTE:
*WHENEVER POSSIBLE PLACE EMITTER UPHILL FROM SHRUB.

DRIP ZONE LAYOUT

N.T.S.

IRRIGATION NOTES

1. This irrigation plan is diagrammatic and equipment locations are approximate. Equipment and piping may be shown outside landscape areas for graphic purposes only.
2. Place sleeves where piping crosses under paved areas prior to being paved. Sleeves shall be twice the diameter of the largest irrigation line to be sleeved.
3. The intention of the Contracting Officer's rep and consultant is to have constructed, under the construction contract, a complete project ready for use. The general contractor and his sub–contractors should view these documents accordingly. Any apparent question, incomplete area, areas of discrepancy or contradiction in these documents should be brought to the attention of the Contracting Officer's rep prior to bidding. By submitting a bid on this project, the bidder certifies that he has fully informed himself of the requirements of the construction drawings, as they relate to his work, and has read and understands the notes and specifications. Also, that any questions, incomplete areas, discrepancies or contradictions have been brought to the attention of the Contracting Officer's rep and that they have been resolved.
4. Willful installation of this work when it is obvious there exists job/site conditions or discrepancies on the plans that are detrimental to the project and that should be brought to the attention of the Contracting Officer's rep will be back–charged to the installer. The installer assumes full responsibility to correct the work at his own expense if he fails to give the required notification for resolution.
5. Existing landscape outside the limits of disturbance shall be protected and repaired, if damaged, at no additional cost to the owner.
6. Refer to irrigation schedule and details for more information.
7. Hand trenching only shall occur within the drip line of existing trees. Machine trenching is strictly prohibited.
8. Consult with General Contractor, in conjunction with the design team, before cutting through tree roots 2" or larger.
9. Spray, rotor and rotary heads are intended to provide head to head coverage with minimal over–spray onto non–irrigated areas.
10. Quantities provided are for convenience only. The contractor is required to verify quantities and adjust bid and construction accordingly. If major discrepancies exist, notify Contracting Officer's rep immediately.
11. Water pressure shall be verified on site by landscape contractor.
12. See Irrigation schedule for lateral line sizing, typical for all irrigated areas.

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South Weber Business Park & Townhomes
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Car Wash Irrigation Details

LICENSED LANDSCAPE ARCHITECT
NATHAN C. PETERSON
6481603
07/09/2020
STATE OF UTAH

Project Info.
Landscape Architect: Nathan Peterson
Drafter: N. Peterson
Begin Date: FEBRUARY 2019
Name: PARCEL # 13–034–0065
Number: 7307–01

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APPLICATION PROCESS: Please submit all requested items and answer all questions as completely as possible, omissions may delay processing. If there are any questions, contact the City Office at (801) 479-3177.

☐ Application with fee (See current City Fee Schedule)

☐ Site plan, if applicable

☐ Copy of the recorded plat showing subject property (clearly marked) and all properties within 300 feet (front, back and sides). This information is available at the Davis County Recorder's Office.

☐ One set of labels with names and mailing addresses of all property owners within 300 feet of the outer boundary of subject property. Including "Or current resident" is recommended. Names are available at Davis County Assessor's Office. Allow 2 days for processing. The Assessor can also provide the labels for an additional fee.

☐ A list of the above names and addresses.

☐ A copy of the fire inspection showing approval. Contact the Fire Marshal to schedule an appointment, 801-540-7094.

Conditional Use Application CU____

Property Owner: DAN L MURRAY **Phone:** 801-910-7102

Full Mailing Address: 1907 N. 400 W., CENTERVILLE, UT 84014

Property Address: South of 2577 E. South WEBER DR. (south of the MAVERIK) **Email:** dan.murray@murrayfamilyinvestments.com

Proposed Use: CAR WASH (Lot 1) **Parcel Number(s):** 13-034-0065

Total Acres: 1.2 (total of 4.2) **Current Zone:** C-H **If Rezoning, to what zone:** C

Bordering Zones: C-H **Surrounding Land Uses:** MAVERIK gas station, undeveloped, school

Business Name (if applicable): Morty's CAR WASH, LLC

Anticipated # of Employees: 2 **Anticipated # of Customers (Daily):** 200

Available Parking Spaces: 27 **Hours of Operation** 24-7 (self serve + Auto.)

 # Residential Units (if applicable): NA **#of Dogs (Kennels Only):** NA

Hours of Operation: 24-7 - All hours of the day

APPLICANT'S AFFIDAVIT

State of Utah)
County of Weber)

I, Scott Mortensen (future owner), the sole owner or Authorized Agent of the Owner of the property involved in this application, swear the statements and answers contained herein, in the attached plans, and other exhibits, and that the statements and information above referred to are in all respects true and correct to the best of my knowledge and belief.

I do also hereby give permission to South Weber City to place a city "public notice" sign on the property contained in this application for public notification of the conditional use application and to enter the property to conduct any inspections related to this application.

Date 1/22/2020 Owner or Agent's Signature _____

Subscribed and sworn to before me on 1/22/2020

Notary Public _____

BRADY PURSER
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 10/17/2021
Commission # 697777

If someone will be acting on behalf of the owner, fill out the information below.

AGENT AUTHORIZATION

State of Utah)
County of _____)

I, _____, the sole owner(s) of the real property in this application, hereby appoint _____ as my agent with regard to this application and authorize said agent to appear on my behalf before any city commission, board or council considering this application.

Date _____ Owner's Signature _____

Subscribed and sworn to before me on _____

Notary Public _____

Public Notice Authorization: I do hereby give permission to South Weber City to place a public notice sign on the property contained herein for the purpose of citizen notification of this proposed change in zoning.
Affidavit: I also, being duly sworn, depose and state that I am the owner or agent of the owner of the property cited and that the statements and answers contained herein, along with any attachments are true and correct to the best of my knowledge and belief.

Applicant's Signature: _____ Date: _____

State of Utah, County of Davis

Subscribed and sworn to before me on this _____ day of _____, 201__

Printed Name _____

Notary Signature_____

Seal

Agent Authorization (To be filled out by owner, if allowing an agent to act on his/her behalf.)

As the owner of the real property referenced in this document, I do hereby appoint Scott Mortensen as my agent to represent me regarding this application and to appear on my behalf before any city boards considering this application.

Property Owner's Signature: [signature] Date: Jan 28, 2020

State of Utah, County of Davis

Subscribed and sworn to before me on this 28 day of Jan, 2020

Printed Name Michelle Rhodes

Notary Signature [signature]

MICHELLE RHODES
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 690261
COMM. EXP. 08/20/2020

Seal

E8. The Landscape Plan indicates 13.7% landscaping. The City Code (10-7-5B) requires 15%. However, if the Planning Commission determines that "exceptional design and materials" have been used, then the requirement can be reduced to 10%, and the proposed plan would comply.

Commissioner Grubb moved to recommend approval to the City Council for the Final Site & Improvement Plans: South Weber Transition Subdivision Lot 1 (Morty's Car Wash) for applicant, Scott Mortensen subject to the following:

1. **Barry Burton's review of 22 May 2020. Amending to three automatic bays and four self-serve bays.**
2. **Brandon Jones review of 22 May 2020.**
3. **Developer reach 15% landscaping as required by code.**

NOTE: This is an excerpt from planning commission minutes for June 3, 2020. The full draft minutes are available in the July packet at http://southwebercity.com/file/2017/01/0-PC2020-07-09-Packet.pdf

C
V

Conditional Use Permit: South Weber Transition Subdivision Lot 1 (Morty's Car Wash). Applicant Scott Mortensen: This conditional use permit application is for car wash located south of 2577 East South Weber Dr. The anticipated number of employees is two with the anticipation of 200 customer daily. There are 27 available parking spaces. The hours of operation include open 24 hours a day, 7 days week.

Commissioner Osborne is concerned about the hours of operation. He was under the understanding that it would be closed at night. Commissioner Boatright agreed and pointed out several newly installed carwashes are not open during the night. He thinks the residents have concerns about that as well. Commissioner Johnson suggested setting a time of 6:00 a.m. to 10:00 p.m. at night. Scott explained there are individuals who have different schedules and might want to wash their cars at 5:00 a.m. He pointed out they have security cameras. Commissioner Osborne asked how many people are really washing their vehicles in the middle of the night. Scott estimated 5%. He suggested going with allowing the carwash to be open 5:00 a.m. to 11:00 p.m. Commissioner Walton discussed a sound study was completed and there is considerable distance to the nearest resident. Commissioner Grubb asked if this can be reviewed in six months based on sound or complaints. Commissioner Boatright does not see the need to keep it open 24/7. Scott would like to have the same rights or abilities that Maverik has of being open 24/7. Commissioner Osborne suggested being open 6:00 a.m. to 10:30 p.m. and in six months from opening the hours of operation be reviewed. Scott suggested the hours of operation from 5:00 a.m. to 11:00 p.m. Commissioner Grubb pointed out the self-serve bays will be open 24/7. Commissioner Osborne is okay with operating hours from 5:00 a.m. to 11:00 p.m. for the automatic bays with a review in six months. Commissioner Boatright is concerned about how this will affect the residents and the noise will be a concern. Commissioner Osborne suggested the self-serve and automatic bays operating hours from 5:00 a.m. to 11:00 p.m. and six months from open date there will be a review. Discussion took place regarding the lighting. Commissioner Osborne is okay with the lighting and is not in favor of having any dark areas. It was stated the location of the sign is optimal. Commissioner Walton is concerned about the LED

lighting. Commissioner Walton asked if there will be any type of car show sponsored. Commissioner Osborne does not think that applies here.

Commissioner Grubb moved to recommend approval to the City Council of the Conditional Use Permit: South Weber Transition Subdivision Lot 1 (Morty's Car Wash) for applicant, Scott Mortensen subject to the following:

1. **Barry Burton's review of 22 May 2020 amendment of number of bays.**
2. **Brandon Jones review of 22 May 2020.**
3. **Hours of operation of automatic bays and vacuums to be closed from 11:00 p.m. to 5:00 a.m.**
4. **Six month review of CUP hours of operation from date of opening.**
5. **Self-serve bays to be open 24/7.**

Commissioner Johnson seconded the motion. Commissioners Grubb, Osborne, Walton, and Johnson voted aye. Commissioner Boatright voted no. The motion carried 4 to 1.

PLANNING COMMISSION COMMENTS:

Commissioner Boatright: He thanked the City staff for all they are doing during this COVID pandemic to keep everyone safe.

Commissioner Walton: He asked about the general plan update. There was an email on 22 May 2020 from David Larson, City Manager explaining the dates. He suggested reviewing City ordinances that need to be updated. Barry agrees. Commissioner Osborne suggested each Planning Commission member look at ordinances that they want Barry to update and submit them to him for review.

Commissioner Osborne: He reported the Uintah/South Weber Boundary Evaluation Committee, consisting of Blair Halverson, Barry Burton, Mayor Sjoblom, and himself met this last week to determine the best alignment for boundaries between Uintah and South Weber. It has been determined that the boundary should cross I-84 at the east end of the northernmost Geneva Gravel Pit, follow along the north side of I-84 (next to the freeway) west until it reaches the east end of the McKay Winkel property, and follow the current river alignment until approximately Adams Ave where it follows a section line westward to the rear lot line of the last house on the north side of the west end of Harper Way. At that point, it would follow the south right-of-way line of I-84 to the Riverdale City boundary.

City Planner, Barry Burton: He discussed if the cities agreed on a boundary line then the counties would agree with that. Weber County will have their surveyor put together a description. He discussed the county line going to Adams Avenue Bridge, but there are properties in Heather Cove Subdivision that are in both counties. He will be meeting with the Weber County Surveyor to amend those properties and annex into Davis County.

ADJOURNED: Commissioner Johnson moved to adjourn the Planning Commission meeting at 8:46 p.m. Commissioner Grubb seconded the motion. Commissioners Boatright, Grubb, Osborne, Walton, and Johnson voted aye. The motion carried.

Architectural Asphalt Shingles
Color: GAF Timberline Charcoal

Anodized Aluminum trim and Window Frames
Color: Dark Bronze Anodized

Wood Look Porcelain Tile
Color: Dal Tile Forest Park Summer Tree FP95

Synthetic Stone Veneer
Color: Boral Cultured Stone Hewn Stone Span

Cementitious Lap Siding
Color: James Hardie Smooth Lap Siding Iron Gray

EIFS Smooth Finish
Color: Senergy Storm Grey

PROPOSED MATERIALS

Nichols Naylor

Option 4

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Designed Exclusively for: **MORTY'S CAR WASH** Date: **04/10/20**

Address: Phone: **435-232-6490**

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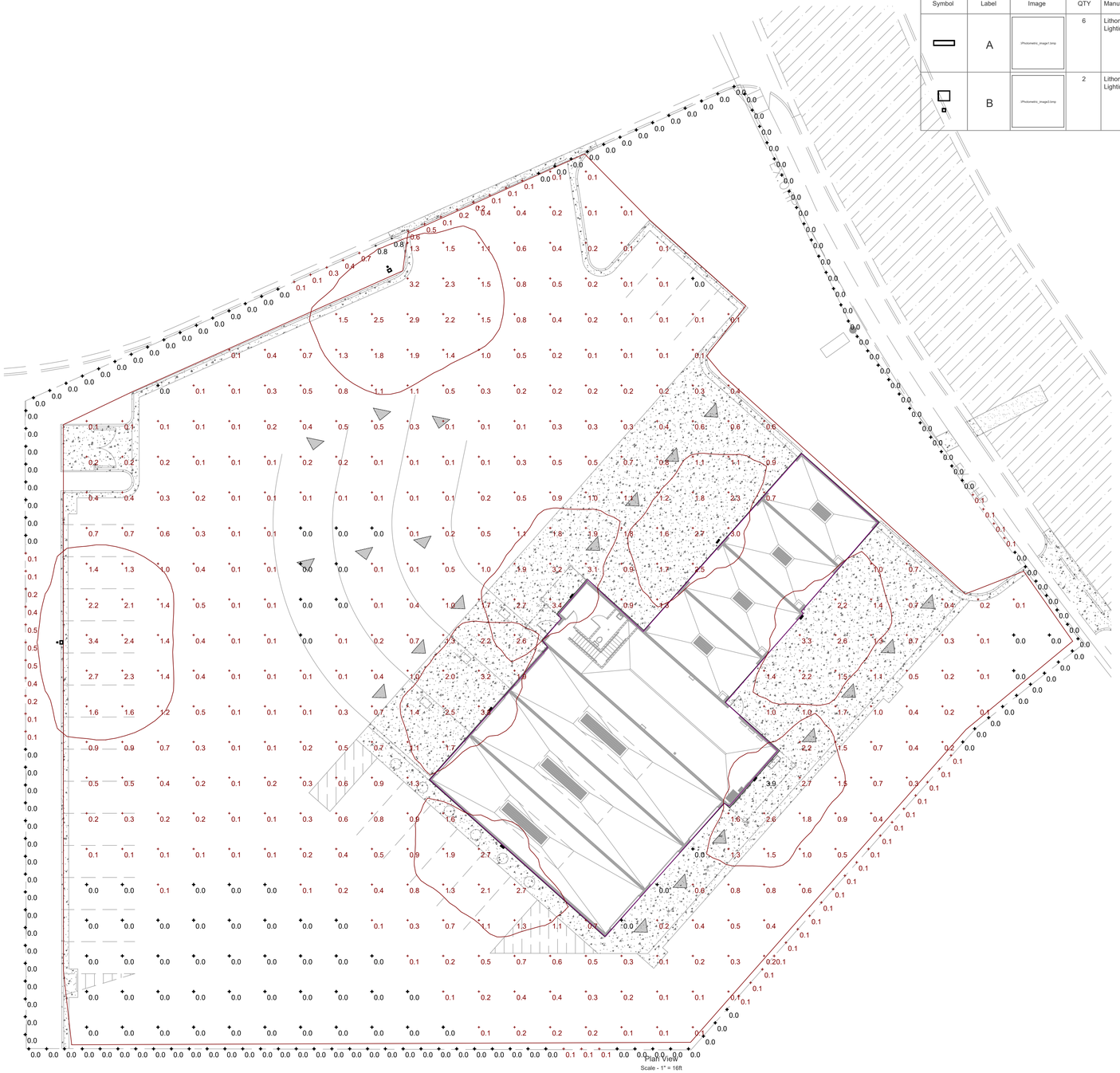
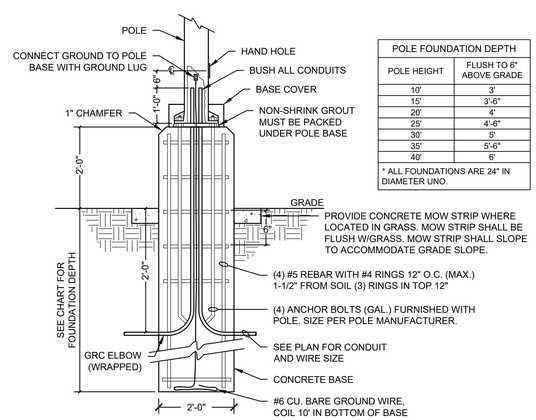


Schedule

Symbol	Label	Image	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage	Efficiency	Distribution	Polar Plot	Notes
	A	[Photometric_image1.bmp]	6	Lithonia Lighting	DSXW1 LED 10C 1000 40K T3M MVOLT	DSXW1 LED WITH (1) 10 LED LIGHT ENGINES, TYPE T3M OPTIC, 4000K, @ 1000mA.	LED	1	DSXW1_LED_10C_1000_40K_T3M_MVOLT.ies	3873	1	1	38.8	100%	TYPE IV, MEDIUM, BUG RATING: B1 - U0 - G1	[Photometric_image2.bmp]	
	B	[Photometric_image3.bmp]	2	Lithonia Lighting	DSX1 LED P1 40K T4M MVOLT HS	DSX1 LED P1 40K T4M MVOLT with houseside shield	LED	1	DSX1_LED_P1_40K_T4M_MVOLT_HS.ies	5290	1	1	54	100%	TYPE III, SHORT, BUG RATING: B1 - U0 - G2	[Photometric_image4.bmp]	

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	0.7 fc	3.9 fc	0.0 fc	N/A	N/A
Property Line	+	0.1 fc	0.8 fc	0.0 fc	N/A	N/A



POLE FOUNDATION DEPTH

POLE HEIGHT	FLUSH TO 6" ABOVE GRADE
10'	3'
15'	3'-6"
20'	4'
25'	4'-6"
30'	5'
35'	5'-6"
40'	6'

* ALL FOUNDATIONS ARE 24" IN DIAMETER UNO.

2 / ES100 LIGHT POLE BASE DETAIL

NO SCALE

1 / ES100 OVERALL SITE PLAN

SCALE: 1/16" = 1'-0"

20-01

REVISIONS

SHEET TITLE

PHOTOMETRIC PLAN

PROJECT/OWNER

SOUTH WEBER CAR WASH

7800 SOUTH AND 2700 EAST APPX.
SOUTH WEBER CITY

SCOTT MORTENSEN

ARCHITECT

NICHOLS • NAYLOR
ARCHITECTS
1155 EAST WILMINGTON AVENUE SUITE 250
SALT LAKE CITY, UTAH 84106 (801) 487-3330

DATE

22 JANUARY 2020

SHEET NUMBER

ES.1

D-Series Size 1
LED Wall Luminaire

Catalog Number	
Notes	
Type	

Type in fail title, or choose over the page to use all information summary.

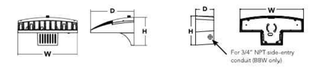
d^n series

Specifications
Luminaire

Width: 13-3/4" (34.9 cm)
Weight: 12 lbs (5.4 kg)
Depth: 10" (25.4 cm)
Height: 6-3/8" (16.2 cm)

Back Box (BBW, ELCW)

Width: 13-3/4" (34.9 cm)
BBW Weight: 5 lbs (2.7 kg)
Depth: 4" (10.2 cm)
ELCW Weight: 10 lbs (4.5 kg)
Height: 6-3/8" (16.2 cm)



Introduction
The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information
EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

DSXW1 LED						
Series	**LEDs**	**Drive Current**	**Color temperature**	**Distribution**	**Voltage**	**Mounting**
DSXW1 LED	10C 10 LEDs (one engine) 20C 20 LEDs (two engines)[7]	350 350 mA 530 530 mA 700 700 mA 1000 1000 mA (1 A)[1]	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted	T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	MVOLT[2] 120[3] 208[3] 240[3] 277[3] 347[3,4] 480[3,4]	**Shipped included** (blank) Surface mounting bracket BBW Surface-mounted back box (for conduit entry)[11]

Control Options

Shipped installed

PE	Photoelectric cell, button type[5]
DMG	0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)
PIR	180° motion/ambient light sensor, <15' mtg ht[5,7]
PIRH	180° motion/ambient light sensor, 15-30' mtg ht[5,7]
PIR1FC3V	Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc;[5,7,9]
PIRH1FC3V	Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc;[5,7,9]
ELCW	Emergency battery backup (includes external component enclosure), CA Title 20 Noncompliant[3,10]

Other Options

Shipped installed

SF	Single fuse (120, 277 or 347V)[3,10]
DF	Double fuse (208, 240 or 480V)[3,10]
HS	House-side shield[11]
SPD	Separate surge protection[12]

Shipped separately[7]

BSW	Bird-deterrent spikes
VG	Vandal guard
DDL	Diffused drop lens

Finish (Required)

DDBXD	Dark bronze	DSSXD	Sandstone	DWHGXD	Textured white
DBLXD	Black	DDBTXD	Textured dark bronze	DSSTXD	Textured sandstone
DNAXD	Natural aluminum	DBLBXD	Textured black		
DWHXD	White	DNATXD	Textured natural aluminum		

Accessories
Ordered and shipped separately.

DSXWHS U	House-side shield (one per light engine)
DSXWBSW U	Bird-deterrent spikes
DSXWVG U	Vandal guard accessory

NOTES
1 20C 1000 is not available with PIR, PIRH, PIR1FC3V or PIRH1FC3V.
2 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3 Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
4 Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
5 Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
6 Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
7 Reference Motion Sensor table on page 3.
8 Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com.
9 Not available with SPD.
10 Not available with ELCW.
11 Also available as a separate accessory; see Accessories information.
12 Not available with ELCW.

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20-01

REVISIONS

SHEET TITLE
PHOTOMETRIC PLAN

PROJECT/OWNER
SOUTH WEBER CAR WASH
7800 SOUTH AND 2700 EAST APPX.
SOUTH WEBER CITY
SCOTT MORTENSEN

ARCHITECT

NICHOLS • NAYLOR
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1155 EAST WILMINGTON AVENUE SUITE 250
SALT LAKE CITY, UTAH 84106 (801) 487-3330

DATE
22 JANUARY 2020

SHEET NUMBER
ES.2

March 1, 2020

Project: South Weber Business Park and Morty's Car Wash

Subject: Decibel and Audible Readings – City Request

Per the request of South Weber City Planning Commission and City Council, Supreme Car Wash Specialists and Distributors have completed a decibel/sound analysis. The analysis below shows the decibel levels per manufacturer specifications (first set of tables) and actual readings of nearly identical car wash (second set of tables) in order to communicate decibel levels of equipment, specifically car wash air dryers and vacuums.

3 Motor Vac – Large Dome															
Sealed Attachment	Distance from Vac in Feet														
	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Sound Level (dB)	85.9	79.9	76.3	73.8	71.9	70.3	69.0	67.8	66.8	65.9	65.1	64.3	63.6	63.0	62.4

*All calculations based on data obtained from testing on standard 9200, 9210, 9213 vac models with metal domes to *assume worst case scenario*

***Calculations assume an open field construction on a reflective surface (i.e. concrete). Nearby reflective surfaces such as walls may affect actual sound levels*

***Data is to be used as an approximation only. Actual sound levels may vary based on environmental and site-related conditions

Premier Dryers – Decibel Readings/Levels						
Distance from Bay in Feet	10	20	30	40	50	60
30 hp Exit Door Closed	76	72	70	66	66	64
30 hp Exit Door Open	89	87	82	78	78	75
60 hp Exit Door Open	95	89	84	79	78	76

*Decibel levels may drop 4-5 DBA's or more with full cover surrounds or silencer cones

**Readings may vary, reading were concluded with Premier plastic housings

These decibel readings fall within permitted parameters. As stated in the fine print above, these levels are at worse case scenarios, open field, and hard surfaces. Additional items to consider that would consistently (and in some cases, dramatically) decrease decibel levels include, but are not limited to:

- Decibel readings of air dryers above are calculated based on dryers in open air, the dryers planned for Morty's Car Wash are designed to be located within the walls of the car wash bays. Sound will be dissipated through absorption and dampening off of interior equipment, materials and surfaces walls
- Ambient noise of proximate roads, highways, vehicles and trucks, gas stations, and other sources greatly dissipates or mask noise from vacuums and air dryers.
- Current and future structures, landscaping, and other sound barriers located in all directions.
    - The current undeveloped land to the South of the proposed Morty's Car Wash has varied terrain, many trees, shrubs, grasses, and other soft material (even soil) that helps to dissipate and absorb sound as it travels.

- As we have reviewed potential future plans to the south of the proposed Morty's Car Wash we have identified key features such as landscaping, fencing, commercial/industrial or residential buildings, and other soft materials that would all help to dissipate and deflect sound travel.

Additionally, a decibel study at car wash with nearly identical air dryer and vacuum systems was done and actual decibel outputs were at the following levels:

It should be notes that the ambient noise at this location, from road, vehicle and background noise was weighted at 60.9 and was much higher at given times depending on passing vehicle noise.

3 Motor Vac – Large Dome							
Sealed Attachment	Distance from Vac in Feet						
	10	20	30	40	50	60	70
Sound Level (dB)	80	77	69	68	64	57	Beyond this point it was the same as ambient level

Actual Dryer Readings in Local Wash – Decibel Readings/Levels						
Distance from Bay in Feet	10	20	30	40	50	60
5-10 hp Exit Door Closed	78	71	70	64	63	62
5-10 hp Exit Door Open	88	85	82	81	80	74

The car wash readings from above location are approximately the same distance from an adjacent Maverik, other businesses, and across the street from a Pre-school. Other similar car washes that are as close to similar situations, in addition to homes and have been accepted by all parties.

Additional common sounds and their associated decibel levels include:

- Busy street traffic – 70 dB
- Rustling leaves – 10 dB
- Military jet takeoff – 140 dB
- Large Orchestra – 98 dB

Should you have additional questions or need further assistance please do not hesitate to reach out to us directly.

Sincerely,

Jon White

Jon White – Site Plan Specialist and Evaluation

Supreme West Car Wash Specialists and Distributors

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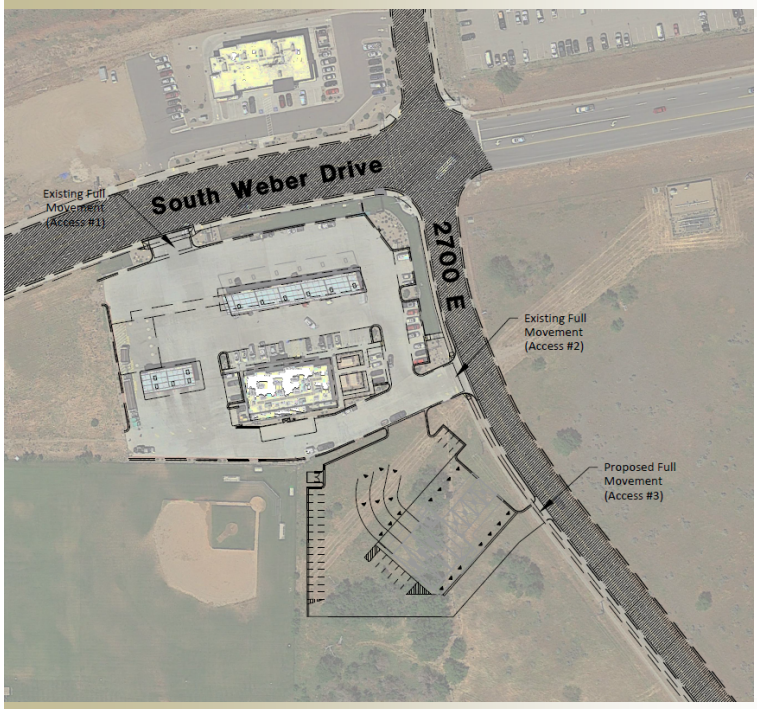
Traffic Impact Study

Morty's Carwash
South Weber Business Park - South Weber, UT



Submitted to:

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South Weber City, Utah 84405
(801) 476-9767

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
03/23/2020
STATE OF UTAH

Prepared by:
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, UT 84405
801.621.3100
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March 23, 2020
Revisions:

Job No.: 7307-01

Executive Summary

The following Traffic Impact Study was completed at the request of South Weber City for the proposed Morty's Carwash located near the intersection of Weber Drive and 2700 E. Trip generation and distribution was completed for the site and utilized for the analysis to calculate the impact on surrounding roadways.

Construction of the site will include one new access onto 2700 E and will utilize two existing shared accesses to the Maverik site. The majority of trips for the carwash are anticipated to be concurrent trips with the existing Maverik site.

Results:
The principal results of the study are:

- LOS of the existing accesses and roadways are projected to remain the same post-construction.

Recommendations:
The following are recommended based on the analyses of this study:

- Improvements for the roadways should be limited to the new access to be constructed for the car wash site as needed for site circulation.

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South Weber Business Park Carwash

South Weber City, Utah

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Solutions you can build on™

South Weber Business Park Carwash

South Weber City, Utah

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1.0 Introduction

1.1 Proposed Development

At the request of South Weber City, Reeve & Associates has performed a traffic impact analysis involving the proposed commercial development located on the west side of S 2700 E south of South Weber Drive, in South Weber, Utah. Figure #1 contains a vicinity map showing the area of the proposed development. Figure #2 provides the site layout and access locations exhibit. The following are key attributes of the proposed development:

a) Carwash with three (3) automated bays and four (4) detail days
b) Vacuum station with six (6) stalls
c) Cross access connection to neighboring Maverik to the north with two (2) full movement access
d) One (1) full access movement from the site to 2700 E

1.2 Purpose of Study

The traffic study area was determined by analyzing the roadways to be influenced by the development, as well as the proposed access roads and driveways. Manual traffic counts were performed for three days and the highest volumes were found during the AM and PM peak hours. Traffic counts were also obtained for the peak mid-day period and are provided for reference. Existing and proposed traffic conditions have been included for the impacted intersections and accesses.

The study intersection closest to the proposed development where the greatest impact is expected was chosen for review and includes:

a) South Weber Drive & S 2700 E

This report describes the traffic contribution to the existing roadway. The objective of this study was to: assess the existing traffic flow and distribution, forecast additional traffic generated from the development, and determine the project Level of Service (LOS) to the existing roadway, accesses and surrounding area.

Figure #1-Vicinity Map
South Weber Drive & 2700 E

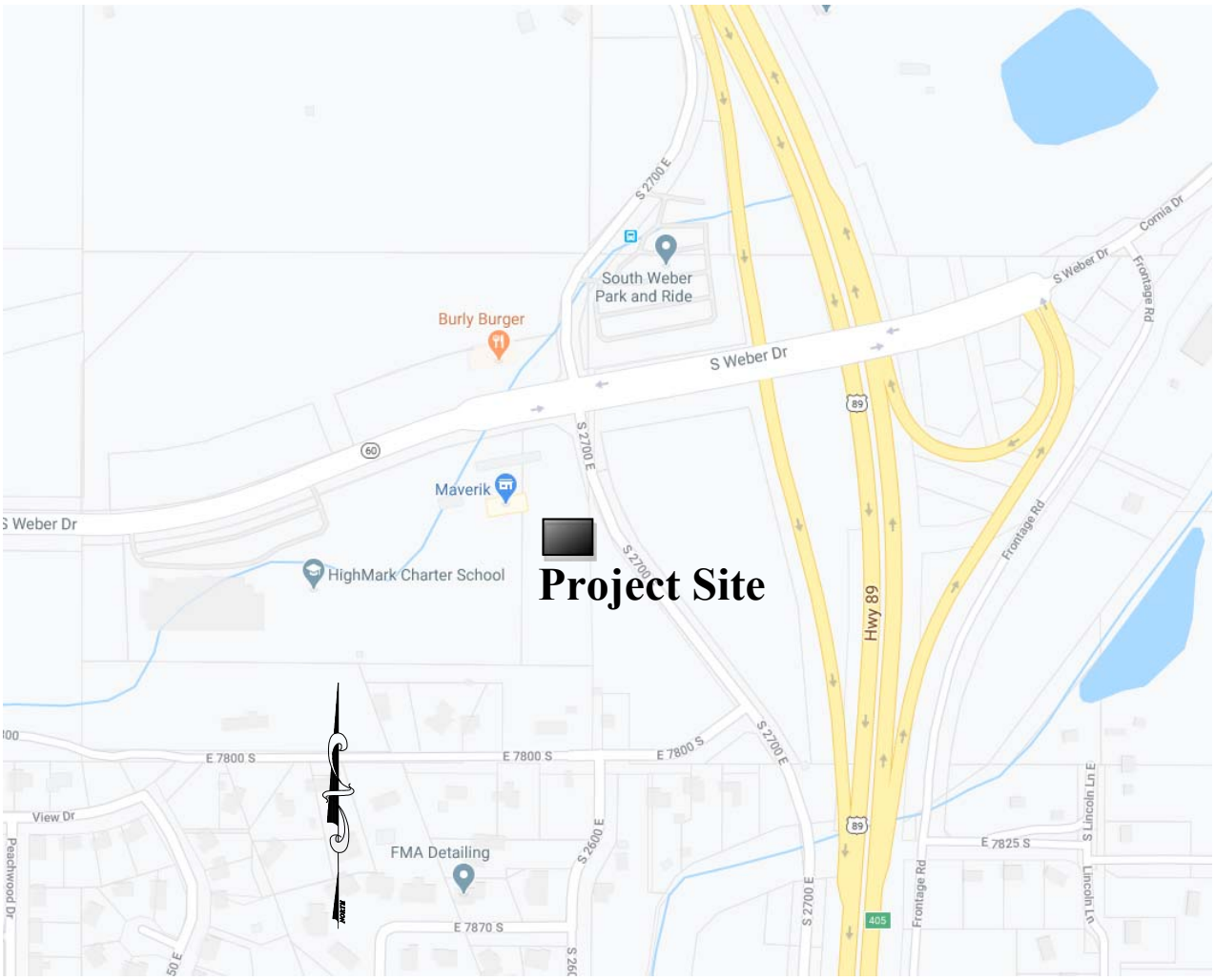
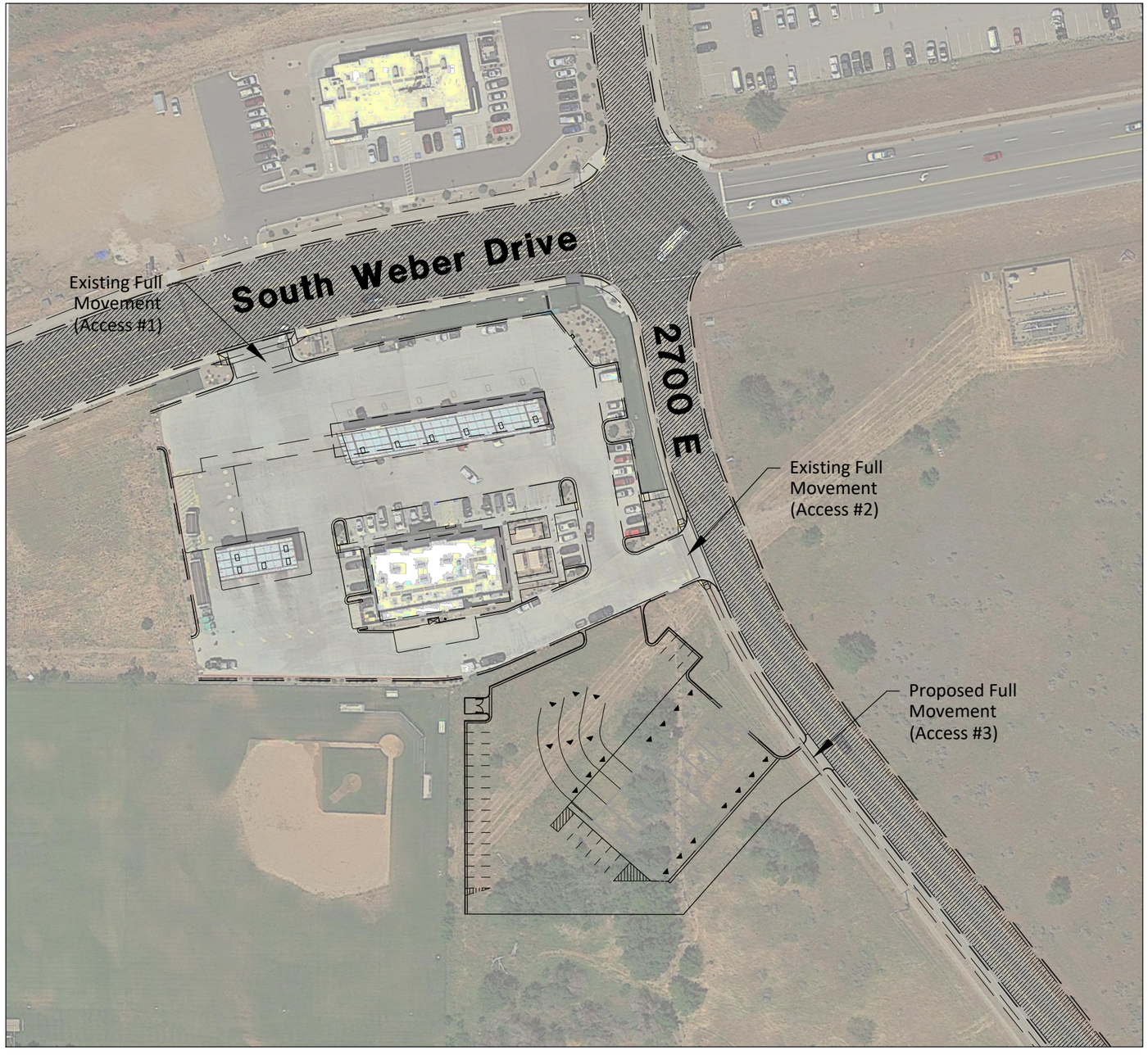


FIGURE #2
Site Layout



2.0 Analysis Method

2.1 Level of Service Analysis

For this traffic impact study, the LOS was determined by calculating the average delay time per vehicle in seconds using McTrans HCS7. Each LOS is associated with a designated range of delay times in seconds per vehicle.

The following table, Table 1, is used to determine the LOS for a signalized intersection based on the delay in seconds per vehicle.

Table 1 - Signalized Intersections Level of Service

LOS	*Intersection Delay per Vehicle (sec/veh)*
A	**≤ 10**
B	**> 10 - 20**
C	**> 20 - 35**
D	**> 35 - 55**
E	**> 55 - 80**
F	**> 80**

Source: Highway Capacity Manual (HCM 6th), Transportation Research Board National Research Council Washington D.C. 2000.

The following table, Table 2, is used to determine the LOS for an unsignalized intersection based on the delay in seconds per vehicle.

Table 2 - Unsignalized Intersections Level of Service

LOS	*Intersection Delay per Vehicle (sec/veh)*
A	**≤ 10**
B	**> 10 - 15**
C	**> 15 - 25**
D	**> 25 - 35**
E	**> 35 - 50**
F	**> 50**

Source: Highway Capacity Manual (HCM 6th), Transportation Research Board National Research Council Washington D.C. 2000.

According to the Highway Capacity Manual, most facilities are designed for a service flow rate at LOS D or better to ensure acceptable operating conditions to users.

3.0 Existing Conditions

3.1 Existing Corridor Characteristics

Table 3 – Corridor Characteristics

Name	*Classification*	*Speed Limit*	*Lanes*
South Weber Drive	*Major Collector*	*45*	5
2700 S	*Minor Local*	*35*	3

3.2 Existing Traffic Volumes

Manual traffic counts were obtained by Reeve & Associates during the peak hours. Counts were taken for a period of 3 days, and the largest values for any turning movement utilized for the study. The peak hour for traffic on the roadways is the PM peak hour. Peak traffic generation for the proposed development is also the PM peak hour. Calculations for the AM and PM peak hours are included in this analysis. The existing traffic volumes assisted in determining the existing LOS and studying future impact. (See Figure #3)

3.3 Study Area Level of Service

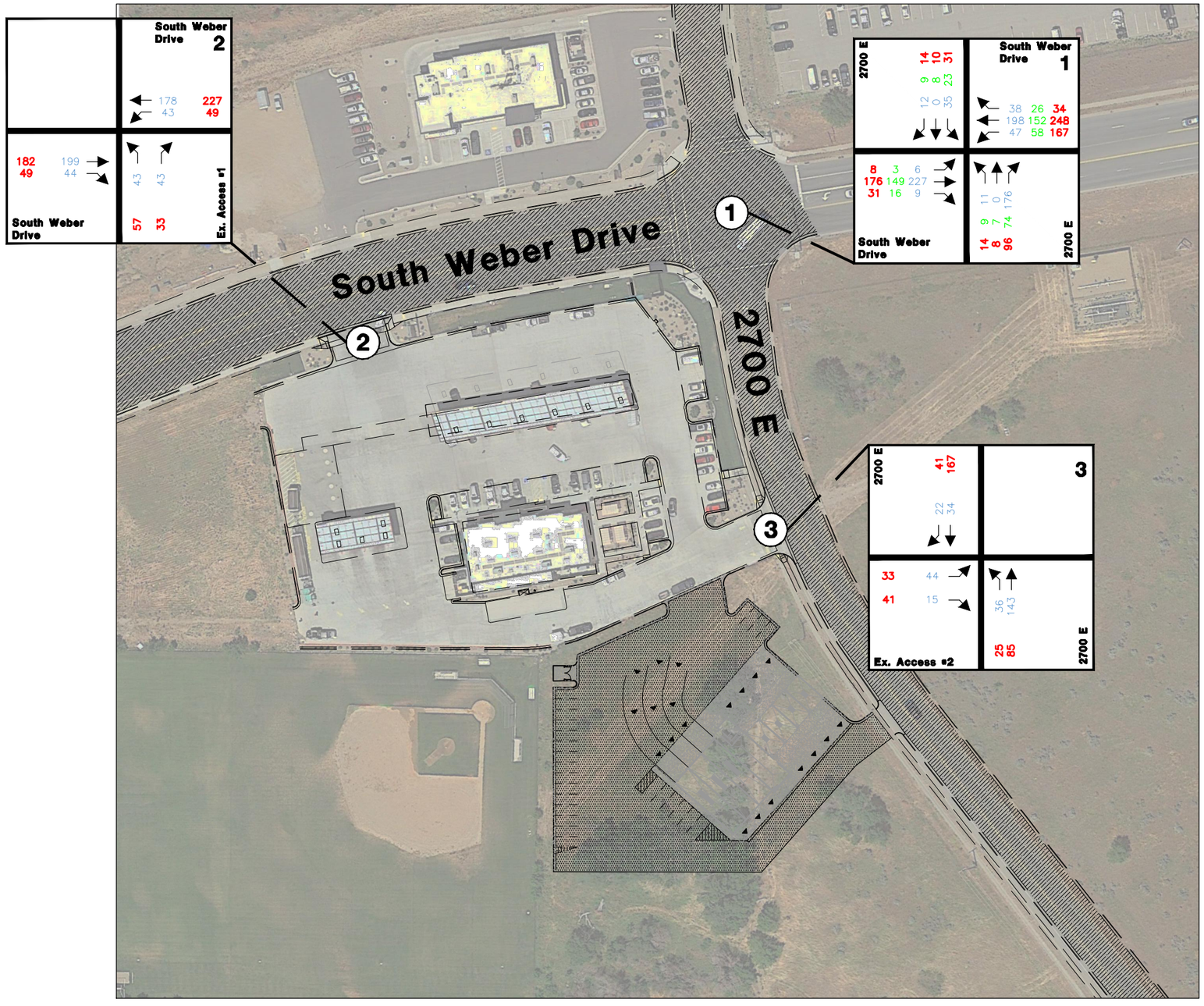
Given the existing conditions of the studied intersection the existing operating LOS was determined using McTrans HCS7. The results are shown below in Table 4. The South Weber Drive and 2700 E intersection is currently operating at a LOS C in the AM and LOS B in the PM.

Table 4 – Existing Level of Service for Study Area

Peak Hour	*Studied Intersection*	*Delay (sec/veh)*	*LOS*
AM	***South Weber Drive & 2700 E***	21.6	C
	South Weber Drive & Ex. Access 1	11.2	B
	2700 E & Existing Access 2	10.1	B
	2700 E & Proposed Access 3	-	-
PM	***South Weber Drive & 2700 E***	15.7	B
	South Weber Drive & Ex. Access 1	12.2	B
	2700 E & Existing Access 2	10.2	B
	2700 E & Proposed Access 3	-	-

FIGURE #3
Existing Peak Hour Traffic Volume

Legend: - AM Peak
- Midday Peak
- PM Peak



4.0 Projected Traffic

4.1 Trip Generation

The number of new trips generated for the proposed development were determined using trip generation figures obtained from ITE Trip Generation Manual 10th Edition. For additional information on the trips generated by the existing Maverik site, refer to the UDOT and city approved Traffic Impact Study previously completed for development in the area. Car washes typically serve to capture trips from existing passerby trips, and not as a primary trip generator. An estimated 8% will be new trips with the remainder captured from passerby traffic. A breakdown is provided in the appendix.

Table 5 – Development Trip Generation

Land Use	*Trip Generation*	*% Entering*	*% Exiting*	*Trips Entering*	*Trips Existing*
Passerby Trips: Self Service Car Wash 947	29 AM 29 PM	50%	50%	14 AM 14 PM	15 AM 15 PM
Passerby Trips: Automated Car Wash 948	105 AM 113 PM	50%	50%	53 AM 57 PM	52 AM 56 PM
New Trips: Self Service Car Wash 947	3 AM 3 PM	50%	50%	1 AM 1 PM	2 AM 2 PM
New Trips: Automated Car Wash 948	9 AM 11 PM	50%	50%	5 AM 6 PM	4 AM 5 PM

4.2 Trip Distribution

Trip distributions pattern is based on the existing traffic volumes, site access, and access to the regional transportation system. New and passerby traffic trips were assigned as a proportion of the overall directional traffic at the intersection. These trip distribution assumptions were used to assign the peak hour generated traffic at the study intersections to create trip assignments for the proposed development. For trip assignment for the development for the passerby and existing trips see Figure #4.

4.3 Total Projected Traffic

The Total Projected Traffic Volumes (Figure #5) shows the total traffic for the new proposed development. Projected total traffic conditions include existing traffic volumes plus the new trip generation and assignments described above.

4.4 Queuing Analysis

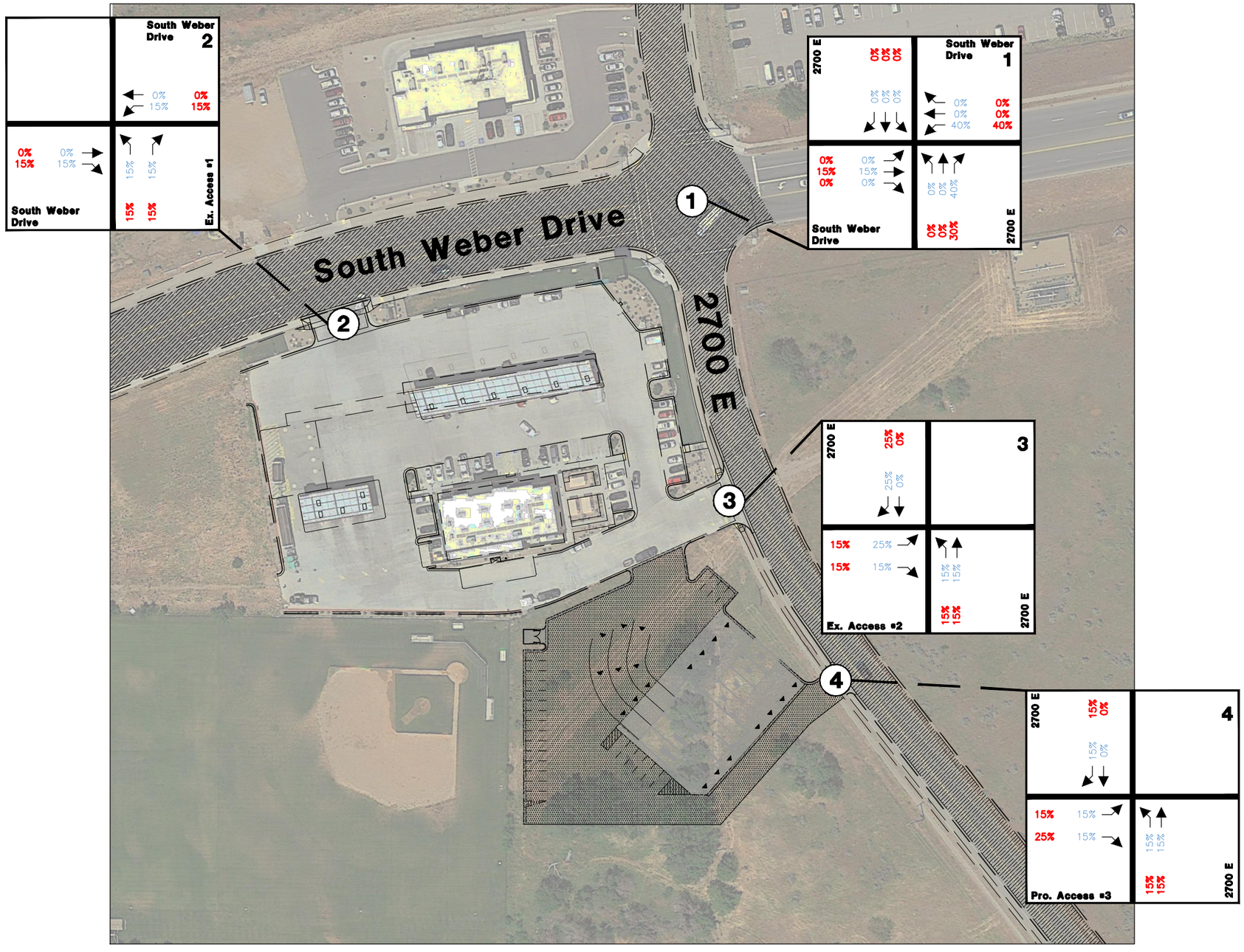
Queue lengths were calculated to the 95th percentile queue lengths for each access. For each of the access movements the queue length was reported to be less than the length of a single vehicle, and so queue lengths for the accesses will be negligible. Table 6 below provides queue lengths for the intersection. Additional information for queue length can be found in the Appendix with the study result output sheets.

Table 6 – Queuing by Movement

South Weber Dr/2700E Intersection	***EB***			***WB***			***NB***			***SB***		
Proposed AM	L 10	T 115	R 4	L 17	T 50	R 49	L 13	T 269	R -	L 42	T 14	R -
Proposed PM	L 13	T 67	R 11	L 41	T 44	R 43	L 19	T 159	R -	L 40	T 32	R -

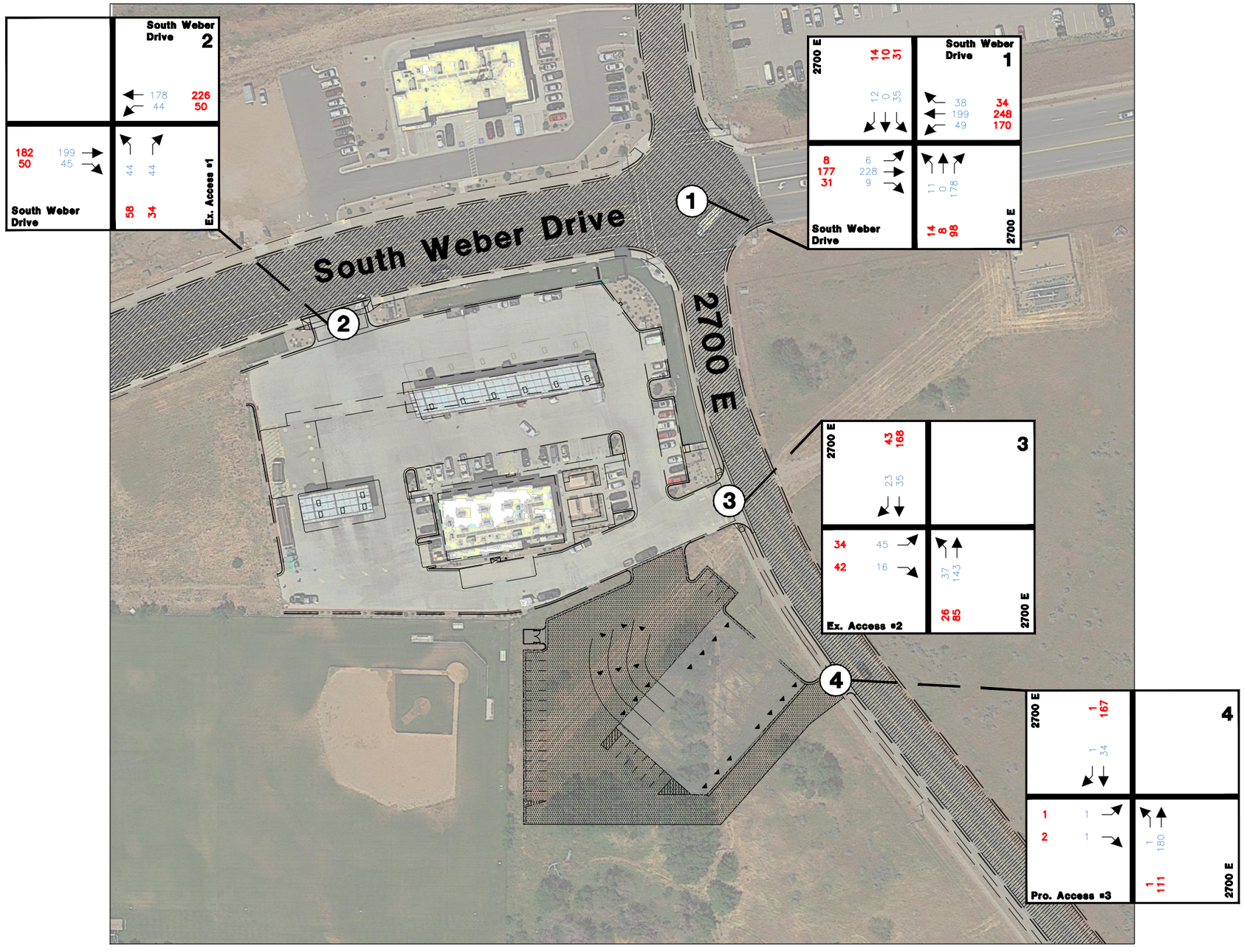
FIGURE #4
Assumed Vehicle Trip Distribution

Legend: - AM Peak
- PM Peak



Legend: - AM Peak
- PM Peak

FIGURE #5
Total Projected Peak Traffic Hour Volumes



5.0 Conclusions & Recommendations

5.1 Results and Conclusion

Based on current conditions, combined with the projected traffic flows from the proposed development, we have prepared the traffic impact analysis results. The results of the study are shown in Table 7.

Table 7 – Existing and Proposed Level of Service for Study Area

Peak Hour	*Studied Intersection*	*Existing*		*Proposed*	
		Delay	*LOS*	*Delay*	*LOS*
AM Peak	*South Weber Dr/2700 E*	21.6	C	22.6	C
	Ex. Access 1	11.2	B	11.3	B
	Ex. Access 2	10.1	B	10.1	B
	Pro. Access 3	-	-	9.1	A
PM Peak	*South Weber Dr/2700 E*	15.7	B	15.8	B
	Ex. Access 1	12.2	B	12.2	B
	Ex. Access 2	10.2	B	10.3	B
	Pro. Access 3	-	-	9.1	A

Source: Delay times and LOS determined using McTrans HCS7.

Our principal findings from our traffic impact analysis have determined the following results. During the AM peak hours, the South Weber Drive and 2700 East intersection currently is operating at a LOS C and with the completion of the project, the intersection continues to operate at a LOS C. The existing accesses will continue to operate at a LOS B. The proposed access will operate at LOS A.

5.1 Recommendations

Therefore, it is our professional opinion that completion of this project will not significantly alter the existing traffic patterns and should be permitted per the traffic data contained within this report. Apart from the proposed site access onto 2700 East to enable site circulation, no additional recommendations are made with this study.

Appendix

Self Service Car Wash

TRIP GENERATION

3/23/20 KHH # 7307-01

Land Use: Self Service Car Wash
Code: 947

A.M. Peak Hour Trip Generation

Number of Wash Bays = 4

Total Number of Trips per Hour= 8 per position
ITE Trip Generation 10th Edition, Volume 3

Total Trips Generated = 32

Trip Directional Distribution: 50% entering, 50% exiting

Entering= **16**
Exiting= **16**

P.M. Peak Hour Trip Generation

Number of Wash Bays = 4

Total Number of Trips per Hour= 8 per position
ITE Trip Generation 10th Edition, Volume 3

Total Trips Generated = 32

Trip Directional Distribution: 50% entering, 50% exiting

Entering= **16**
Exiting= **16**

Automated Car Wash

TRIP GENERATION

3/23/20 KHH # 7307-01

Land Use: Automated Car Wash
Code: 948

A.M. Peak Hour Trip Generation

Number of Wash Bays = 3

Total Number of Trips per Hour= 38 per position
adapted from ITE Trip Generation 10th Edition, Volume 3

Total Trips Generated = 114

Trip Directional Distribution: 50% entering, 50% exiting

Entering= **57**
Exiting= **57**

P.M. Peak Hour Trip Generation

Number of Wash Bays = 3

Total Number of Trips per Hour= 41 per position
adapted from ITE Trip Generation 10th Edition, Volume 3

Total Trips Generated = 124

Trip Directional Distribution: 50% entering, 50% exiting

Entering= **62**
Exiting= **62**

Bluff View Commons
Southeast Portion Combined
Washington City, Utah
Trip Generation

3/23/20 KHH # 7307-01

Total Car Wash Trips

A.M. Peak Hour Trip Generation

Total Trips Generated =	146
Entering=	73
Exiting=	73

P.M. Peak Hour Trip Generation

Total Trips Generated =	156
Entering=	78
Exiting=	78

Car Wash Passerby Trips

A.M. Peak Hour Trip Generation

Total Trips Generated =	134
Entering=	67
Exiting=	67

P.M. Peak Hour Trip Generation

Total Trips Generated =	142
Entering=	71
Exiting=	71

New Carwash Trips

A.M. Peak Hour Trip Generation

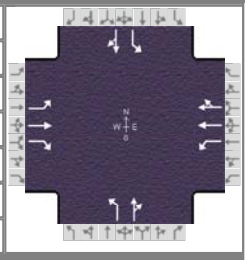
Total Trips Generated =	12
Entering=	6
Exiting=	6

P.M. Peak Hour Trip Generation

Total Trips Generated =	14
Entering=	7
Exiting=	7

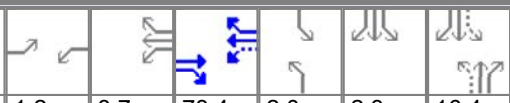
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	Reeve & Associates, LLC.			Duration, h	0.25
Analyst	Reeve & Associates, LLC.	Analysis Date	3/19/2020	Area Type	Other
Jurisdiction	South Weber, Utah	Time Period	Existing AM Peak	PHF	0.92
Urban Street	Weber Drive	Analysis Year	2020	Analysis Period	1> 7:00
Intersection	Weber Drive & 2700 E	File Name	Intersection Existing AM.xus		
Project Description	Existing AM Peak				

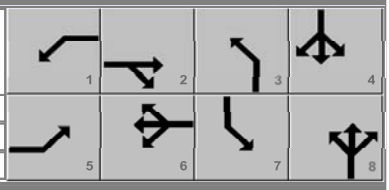


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	6	227	9	47	198	38	11	0	176	35	0	12

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	1.2	3.7	78.4	2.0	2.3	16.4
Yellow	4.0	0.0	4.0	4.0	0.0	4.0
Red	0.0	0.0	0.0	0.0	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	5.2	82.4	8.9	86.1	6.0	20.4	8.3	22.7
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (MAH), s	3.0	0.0	3.0	0.0	3.1	3.4	3.0	3.4
Queue Clearance Time (g_s), s	2.4		3.0		2.7	16.0	4.1	2.8
Green Extension Time (g_e), s	0.0	0.0	0.1	0.0	0.0	0.5	0.0	0.5
Phase Call Probability	0.20		0.82		0.33	1.00	0.72	1.00
Max Out Probability	0.00		0.00		0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	7	247	10	51	130	127	12	191		38	13	
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1900	1610	1810	1900	1795	1810	1610		1810	1610	
Queue Service Time (g_s), s	0.4	6.2	0.3	1.0	2.8	2.9	0.7	14.0		2.1	0.8	
Cycle Queue Clearance Time (g_c), s	0.4	6.2	0.3	1.0	2.8	2.9	0.7	14.0		2.1	0.8	
Green Ratio (g/C)	0.01	0.65	0.65	0.71	0.68	0.68	0.15	0.14		0.18	0.16	
Capacity (c), veh/h	18	1241	1052	826	1300	1228	279	220		150	252	
Volume-to-Capacity Ratio (X)	0.369	0.199	0.009	0.062	0.100	0.103	0.043	0.869		0.254	0.052	
Back of Queue (Q), ft/ln (95 th percentile)	9.7	108	3.7	14.6	46.2	45.3	13.7	244.3		42.4	14.6	
Back of Queue (Q), veh/ln (95 th percentile)	0.4	4.3	0.1	0.6	1.8	1.8	0.5	9.8		1.7	0.6	
Queue Storage Ratio (RQ) (95 th percentile)	0.05	0.00	0.00	0.07	0.00	0.00	0.07	0.00		0.42	0.00	
Uniform Delay (d_1), s/veh	59.0	8.3	7.3	5.5	6.4	6.4	43.3	50.7		42.5	43.1	
Incremental Delay (d_2), s/veh	4.7	0.4	0.0	0.0	0.2	0.2	0.0	4.1		0.3	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	63.7	8.7	7.3	5.5	6.6	6.6	43.3	54.8		42.9	43.1	
Level of Service (LOS)	E	A	A	A	A	A	D	D		D	D	
Approach Delay, s/veh / LOS	10.0	A		6.4	A		54.1	D		42.9	D	
Intersection Delay, s/veh / LOS	21.6						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.88	B	1.87	B	2.14	B	2.31	B
Bicycle LOS Score / LOS	0.92	A	0.74	A	0.82	A	0.57	A

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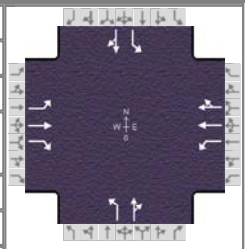
HCS7 Signalized Intersection Results Summary

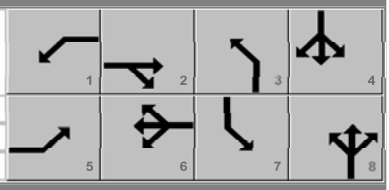
General Information				Intersection Information	
Agency	Reeve & Associates, LLC.			Duration, h	0.25
Analyst	Reeve & Associates, LLC.	Analysis Date	3/19/2020	Area Type	Other
Jurisdiction	South Weber, Utah	Time Period	Proposed AM Peak	PHF	0.92
Urban Street	Weber Drive	Analysis Year	2020	Analysis Period	1> 7:00
Intersection	Weber Drive & 2700 E	File Name	Intersection Proposed AM.xus		
Project Description	Proposed AM Peak				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	6	228	9	49	199	38	11	0	199	35	0	12

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	0.0	0.0	0.0	0.0	0.0	0.0
Red	0.0	0.0	0.0	0.0	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	5.2	80.4	9.0	84.2	6.0	22.3	8.3	24.6
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0		0	0	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0		0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Green Ratio (*g/C*)	0.01	0.64	0.64	0.69	0.67	0.67	0.17	0.15		0.19	0.17	
Capacity (*c*), veh/h	18	1210	1025	805	1270	1200	301	245		150	277	
Volume-to-Capacity Ratio (*X*)	0.369	0.205	0.010	0.066	0.103	0.106	0.040	0.881		0.254	0.047	
Back of Queue (*Q*), ft/ln (95 th percentile)	9.7	115.1	4	16.5	49.7	48.7	13.4	269.1		41.5	14.3	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.4	4.6	0.2	0.7	2.0	1.9	0.5	10.8		1.7	0.6	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.05	0.00	0.00	0.08	0.00	0.00	0.07	0.00		0.41	0.00	
Uniform Delay (d_1), s/veh	59.0	9.1	8.0	6.1	7.1	7.1	41.7	49.8		41.2	41.5	
Incremental Delay (d_2), s/veh	4.7	0.4	0.0	0.0	0.2	0.2	0.0	4.1		0.3	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (*d*), s/veh	63.7	9.5	8.0	6.1	7.2	7.3	41.7	53.9		41.5	41.5	
Level of Service (LOS)	E	A	A	A	A	A	D	D		D	D	
Approach Delay, s/veh / LOS	10.8	B		7.1	A		53.2	D		41.5	D	
Intersection Delay, s/veh / LOS	22.6						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.88	B	1.87	B	2.14	B	2.31	B
Bicycle LOS Score / LOS	0.92	A	0.74	A	0.86	A	0.57	A

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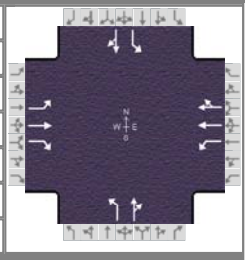
HCS7 Signalized Intersection Results Summary

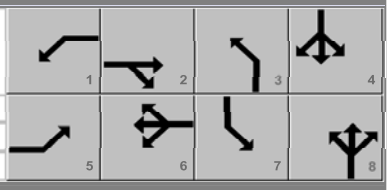
General Information				Intersection Information	
Agency	Reeve & Associates, LLC.			Duration, h	0.25
Analyst	Reeve & Associates, LLC.	Analysis Date	3/19/2020	Area Type	Other
Jurisdiction	South Weber, Utah	Time Period	Existing PM Peak	PHF	0.92
Urban Street	Weber Drive	Analysis Year	2020	Analysis Period	1> 7:00
Intersection	Weber Drive & 2700 E	File Name	Intersection Existing PM.xus		
Project Description	Existing PM Peak				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	8	176	31	167	248	34	14	8	96	31	10	12

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	5.5	87.6	10.0	92.1	6.4	14.4	8.0	16.1
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0		0	0	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0		0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Green Ratio (*g/C*)	0.01	0.70	0.70	0.76	0.73	0.73	0.11	0.09		0.12	0.10	
Capacity (*c*), veh/h	23	1323	1121	952	1394	1335	196	141		145	174	
Volume-to-Capacity Ratio (*X*)	0.382	0.145	0.030	0.191	0.111	0.113	0.077	0.801		0.232	0.138	
Back of Queue (*Q*), ft/ln (95 th percentile)	12.6	66.7	10.8	39.7	43.3	42.5	18.6	156.5		40.3	29.1	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.5	2.7	0.4	1.6	1.7	1.7	0.7	6.3		1.6	1.2	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.06	0.00	0.00	0.20	0.00	0.00	0.09	0.00		0.40	0.00	
Uniform Delay (d_1), s/veh	58.8	6.1	5.6	3.9	4.6	4.6	48.3	53.8		47.6	49.2	
Incremental Delay (d_2), s/veh	3.9	0.2	0.0	0.0	0.2	0.2	0.1	4.0		0.3	0.1	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (*d*), s/veh	62.6	6.4	5.7	4.0	4.8	4.8	48.4	57.7		47.9	49.4	
Level of Service (LOS)	E	A	A	A	A	A	D	E		D	D	
Approach Delay, s/veh / LOS	8.4	A		4.5	A		56.6	E		48.5	D	
Intersection Delay, s/veh / LOS	15.7						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.87	B	1.86	B	2.15	B	2.31	B
Bicycle LOS Score / LOS	0.87	A	0.89	A	0.70	A	0.58	A

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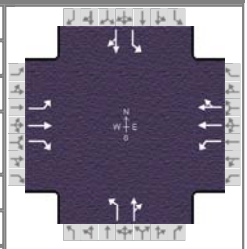
HCS7 Signalized Intersection Results Summary

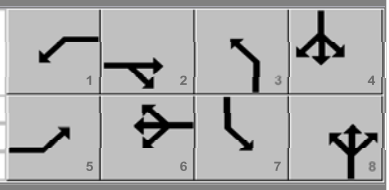
General Information				Intersection Information	
Agency	Reeve & Associates, LLC.			Duration, h	0.25
Analyst	Reeve & Associates, LLC.	Analysis Date	3/19/2020	Area Type	Other
Jurisdiction	South Weber, Utah	Time Period	Proposed PM Peak	PHF	0.92
Urban Street	Weber Drive	Analysis Year	2020	Analysis Period	1> 7:00
Intersection	Weber Drive & 2700 E	File Name	Intersection Proposed PM.xus		
Project Description	Proposed PM Peak				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	8	177	31	170	248	34	14	8	98	31	10	14

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	0.0	0.0	0.0	0.0	0.0	0.0	
Yellow	0.0	0.0	0.0	0.0	0.0	0.0	
Red	0.0	0.0	0.0	0.0	0.0	0.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	5.5	87.4	10.0	91.9	6.4	14.6	8.0	16.2
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Queue Clearance Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Extension Time (g_e), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase Call Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	0	0	0	0	0	0	0	0		0	0	
Adjusted Saturation Flow Rate (*s*), veh/h/ln	0	0	0	0	0	0	0	0		0	0	
Queue Service Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Cycle Queue Clearance Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Green Ratio (*g/C*)	0.01	0.69	0.69	0.76	0.73	0.73	0.11	0.09		0.12	0.10	
Capacity (*c*), veh/h	23	1320	1119	949	1391	1333	196	143		145	175	
Volume-to-Capacity Ratio (*X*)	0.382	0.146	0.030	0.195	0.111	0.114	0.077	0.803		0.232	0.149	
Back of Queue (*Q*), ft/ln (95 th percentile)	12.6	67.3	10.9	40.9	43.7	42.8	18.5	159.3		40.2	31.8	
Back of Queue (*Q*), veh/ln (95 th percentile)	0.5	2.7	0.4	1.6	1.7	1.7	0.7	6.4		1.6	1.3	
Queue Storage Ratio (*RQ*) (95 th percentile)	0.06	0.00	0.00	0.20	0.00	0.00	0.09	0.00		0.40	0.00	
Uniform Delay (d_1), s/veh	58.8	6.2	5.7	4.0	4.7	4.7	48.2	53.7		47.4	49.1	
Incremental Delay (d_2), s/veh	3.9	0.2	0.0	0.0	0.2	0.2	0.1	3.9		0.3	0.1	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (*d*), s/veh	62.6	6.4	5.8	4.0	4.8	4.9	48.2	57.6		47.7	49.3	
Level of Service (LOS)	E	A	A	A	A	A	D	E		D	D	
Approach Delay, s/veh / LOS	8.4	A		4.5	A		56.5	E		48.4	D	
Intersection Delay, s/veh / LOS	15.8						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.87	B	1.86	B	2.15	B	2.31	B
Bicycle LOS Score / LOS	0.87	A	0.89	A	0.70	A	0.59	A

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HCS7 Two-Way Stop-Control Report

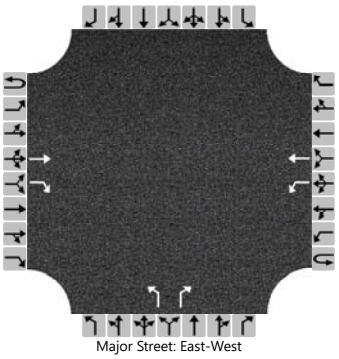
General Information

Analyst	Reeve & Associates, LLC.
Agency/Co.	Reeve & Associates, LLC.
Date Performed	3/19/2020
Analysis Year	2020
Time Analyzed	Existing AM Peak
Intersection Orientation	East-West
Project Description	Morty's Car Wash

Site Information

Intersection	Weber Drive & Access #1
Jurisdiction	South Weber, Utah
East/West Street	Weber Drive
North/South Street	Ex. Access #1
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			199	44		43	178			43		43				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized	No								No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						47				47		47				
Capacity, c (veh/h)						1294				507		821				
v/c Ratio						0.04				0.09		0.06				
95% Queue Length, Q_{95} (veh)						0.1				0.3		0.2				
Control Delay (s/veh)						7.9				12.8		9.6				
Level of Service (LOS)						A				B		A				
Approach Delay (s/veh)					1.5				11.2							
Approach LOS									B							

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HCS7 Two-Way Stop-Control Report

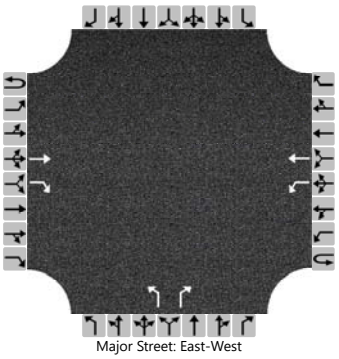
General Information

Analyst	Reeve & Associates, LLC.
Agency/Co.	Reeve & Associates, LLC.
Date Performed	3/23/2020
Analysis Year	2020
Time Analyzed	Proposed AM Peak
Intersection Orientation	East-West
Project Description	Morty's Car Wash

Site Information

Intersection	Weber Drive & Access #1
Jurisdiction	South Weber, Utah
East/West Street	Weber Drive
North/South Street	Ex. Access #1
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			199	45		44	178			44		44				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized			No							No						
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						48				48		48				
Capacity, c (veh/h)						1293				505		821				
v/c Ratio						0.04				0.09		0.06				
95% Queue Length, Q_{95} (veh)						0.1				0.3		0.2				
Control Delay (s/veh)						7.9				12.9		9.7				
Level of Service (LOS)						A				B		A				
Approach Delay (s/veh)					1.6				11.3							
Approach LOS									B							

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HCS7 Two-Way Stop-Control Report

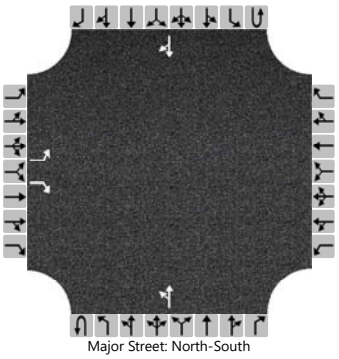
General Information

Analyst	Reeve & Associates, LLC.
Agency/Co.	Reeve & Associates, LLC.
Date Performed	3/19/2020
Analysis Year	2020
Time Analyzed	Existing AM Peak
Intersection Orientation	North-South
Project Description	Morty's Car Wash

Site Information

Intersection	2700 E & Access #2
Jurisdiction	South Weber, Utah
East/West Street	Ex. Access #2
North/South Street	2700 E
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration		L		R						LT						TR
Volume (veh/h)		44		15						36	143				34	22
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		48		16						39						
Capacity, c (veh/h)		686		1017						1536						
v/c Ratio		0.07		0.02						0.03						
95% Queue Length, Q_{95} (veh)		0.2		0.0						0.1						
Control Delay (s/veh)		10.6		8.6						7.4						
Level of Service (LOS)		B		A						A						
Approach Delay (s/veh)	10.1								1.7							
Approach LOS	B								B							

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HCS7 Two-Way Stop-Control Report

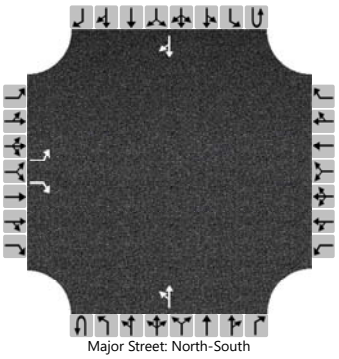
General Information

Analyst	Reeve & Associates, LLC.
Agency/Co.	Reeve & Associates, LLC.
Date Performed	3/23/2020
Analysis Year	2020
Time Analyzed	Proposed AM Peak
Intersection Orientation	North-South
Project Description	Morty's Car Wash

Site Information

Intersection	2700 E & Access #2
Jurisdiction	South Weber, Utah
East/West Street	Ex. Access #2
North/South Street	2700 E
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration		L		R						LT						TR
Volume (veh/h)		45		16						37	143				35	23
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		49		17						40						
Capacity, c (veh/h)		682		1015						1533						
v/c Ratio		0.07		0.02						0.03						
95% Queue Length, Q_{95} (veh)		0.2		0.1						0.1						
Control Delay (s/veh)		10.7		8.6						7.4						
Level of Service (LOS)		B		A						A						
Approach Delay (s/veh)	10.1								1.7							
Approach LOS	B															

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HCS7 Two-Way Stop-Control Report

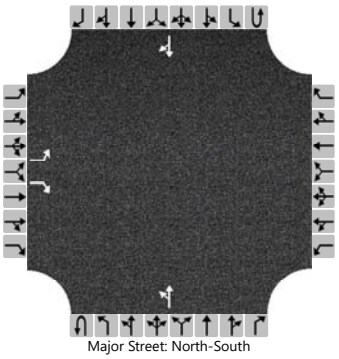
General Information

Analyst	Reeve & Associates, LLC.
Agency/Co.	Reeve & Associates, LLC.
Date Performed	3/23/2020
Analysis Year	2020
Time Analyzed	Proposed AM Peak
Intersection Orientation	North-South
Project Description	Morty's Car Wash

Site Information

Intersection	2700 E & Access #3
Jurisdiction	South Weber, Utah
East/West Street	Proposed Access #3
North/South Street	2700 E
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration		L		R						LT						TR
Volume (veh/h)		1		1						1	180				34	1
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		1		1						1						
Capacity, c (veh/h)		750		1032						1566						
v/c Ratio		0.00		0.00						0.00						
95% Queue Length, Q_{95} (veh)		0.0		0.0						0.0						
Control Delay (s/veh)		9.8		8.5						7.3						
Level of Service (LOS)		A		A						A						
Approach Delay (s/veh)	9.1								0.0							
Approach LOS	A															

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HCS7 Two-Way Stop-Control Report

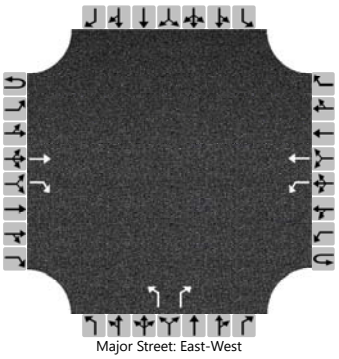
General Information

Analyst	Reeve & Associates, LLC.
Agency/Co.	Reeve & Associates, LLC.
Date Performed	3/19/2020
Analysis Year	2020
Time Analyzed	Existing PM Peak
Intersection Orientation	East-West
Project Description	Morty's Car Wash

Site Information

Intersection	Weber Drive & Access #1
Jurisdiction	South Weber, Utah
East/West Street	Weber Drive
North/South Street	Ex. Access #1
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			182	49		49	227			57		33				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized	No								No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						53				62		36				
Capacity, c (veh/h)						1309				474		841				
v/c Ratio						0.04				0.13		0.04				
95% Queue Length, Q_{95} (veh)						0.1				0.4		0.1				
Control Delay (s/veh)						7.9				13.7		9.5				
Level of Service (LOS)						A				B		A				
Approach Delay (s/veh)					1.4				12.2							
Approach LOS									B							

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HCS7 Two-Way Stop-Control Report

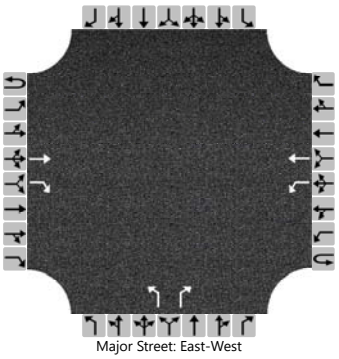
General Information

Analyst	Reeve & Associates, LLC.
Agency/Co.	Reeve & Associates, LLC.
Date Performed	3/23/2020
Analysis Year	2020
Time Analyzed	Proposed PM Peak
Intersection Orientation	East-West
Project Description	Morty's Car Wash

Site Information

Intersection	Weber Drive & Access #1
Jurisdiction	South Weber, Utah
East/West Street	Weber Drive
North/South Street	Ex. Access #1
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			182	50		50	226			58		34				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized	No								No							
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						54				63		37				
Capacity, c (veh/h)						1307				472		841				
v/c Ratio						0.04				0.13		0.04				
95% Queue Length, Q_{95} (veh)						0.1				0.5		0.1				
Control Delay (s/veh)						7.9				13.8		9.5				
Level of Service (LOS)						A				B		A				
Approach Delay (s/veh)					1.4				12.2							
Approach LOS									B							

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HCS7 Two-Way Stop-Control Report

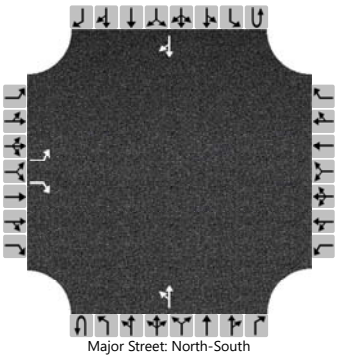
General Information

Analyst	Reeve & Associates, LLC.
Agency/Co.	Reeve & Associates, LLC.
Date Performed	3/19/2020
Analysis Year	2020
Time Analyzed	Existing PM Peak
Intersection Orientation	North-South
Project Description	Morty's Car Wash

Site Information

Intersection	2700 E & Access #2
Jurisdiction	South Weber, Utah
East/West Street	Ex. Access #2
North/South Street	2700 E
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration		L		R						LT						TR
Volume (veh/h)		33		41						25	85				167	41
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		36		45						27						
Capacity, c (veh/h)		631		834						1336						
v/c Ratio		0.06		0.05						0.02						
95% Queue Length, Q_{95} (veh)		0.2		0.2						0.1						
Control Delay (s/veh)		11.0		9.6						7.7						
Level of Service (LOS)		B		A						A						
Approach Delay (s/veh)	10.2								1.9							
Approach LOS	B															

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HCS7 Two-Way Stop-Control Report

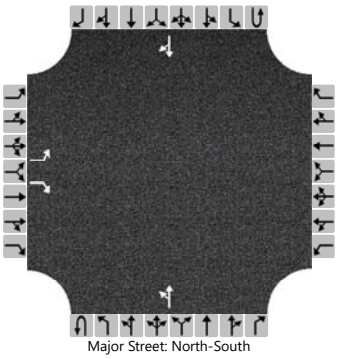
General Information

Analyst	Reeve & Associates, LLC.
Agency/Co.	Reeve & Associates, LLC.
Date Performed	3/23/2020
Analysis Year	2020
Time Analyzed	Proposed PM Peak
Intersection Orientation	North-South
Project Description	Morty's Car Wash

Site Information

Intersection	2700 E & Access #2
Jurisdiction	South Weber, Utah
East/West Street	Ex. Access #2
North/South Street	2700 E
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration		L		R						LT						TR
Volume (veh/h)		34		42						26	85				168	43
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		37		46						28						
Capacity, c (veh/h)		627		832						1333						
v/c Ratio		0.06		0.05						0.02						
95% Queue Length, Q_{95} (veh)		0.2		0.2						0.1						
Control Delay (s/veh)		11.1		9.6						7.8						
Level of Service (LOS)		B		A						A						
Approach Delay (s/veh)	10.3								2.0							
Approach LOS	B															

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HCS7 Two-Way Stop-Control Report

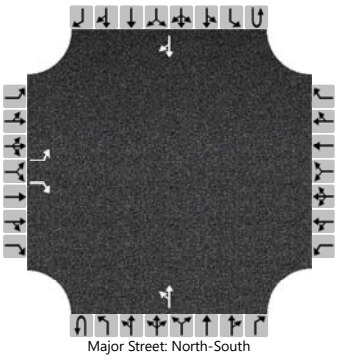
General Information

Analyst	Reeve & Associates, LLC.
Agency/Co.	Reeve & Associates, LLC.
Date Performed	3/23/2020
Analysis Year	2020
Time Analyzed	Proposed PM Peak
Intersection Orientation	North-South
Project Description	Morty's Car Wash

Site Information

Intersection	2700 E & Access #3
Jurisdiction	South Weber, Utah
East/West Street	Proposed Access #3
North/South Street	2700 E
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration		L		R						LT						TR
Volume (veh/h)		1		1						1	180				34	1
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		1		1						1						
Capacity, c (veh/h)		750		1032						1566						
v/c Ratio		0.00		0.00						0.00						
95% Queue Length, Q_{95} (veh)		0.0		0.0						0.0						
Control Delay (s/veh)		9.8		8.5						7.3						
Level of Service (LOS)		A		A						A						
Approach Delay (s/veh)	9.1								0.0							
Approach LOS	A															

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CMT ENGINEERING LABORATORIES

ENGINEERING • GEOTECHNICAL • ENVIRONMENTAL (ESA I & II) • MATERIALS TESTING • SPECIAL INSPECTIONS • ORGANIC CHEMISTRY • PAVEMENT DESIGN • GEOLOGY

GEOTECHNICAL ENGINEERING STUDY

South Weber Business Park and Townhomes

Near 2700 East 7800 South
South Weber, Utah
CMT PROJECT NO. 14164

FOR:
Mr. Mike Ford
2049 South 1230 West
Syracuse, Utah 84015

March 24, 2020

March 24, 2020

Mr. Mike Ford
2049 South 1230 West
Syracuse, Utah 84015

Subject: Geotechnical Engineering Study
South Weber Business Park and Townhomes
Near 2700 East 7800 South
South Weber, Utah
CMT Project No. 14164

Mr. Ford:

Submitted herewith is the report of our geotechnical engineering study for the subject site. This report contains the results of our findings and an engineering interpretation of the results with respect to the available project characteristics. It also contains recommendations to aid in the design and construction of the earth related phases of this project.

On February 18, 2020, a CMT Engineering Laboratories (CMT) engineer was on-site and supervised the excavation of 6 test pits extending to a depth of about 5.5 to 10.5 feet below the existing ground surface. Soil samples were obtained during the field operations and subsequently transported to our laboratory for further testing and observation.

Conventional spread and/or continuous footings may be utilized to support the proposed structures, provided the recommendations in this report are followed. A detailed discussion of design and construction criteria is presented in this report.

We appreciate the opportunity to work with you at this stage of the project. CMT offers a full range of Geotechnical Engineering, Geological, Material Testing, Special Inspection services, and Phase I and II Environmental Site Assessments. With 9 offices throughout Utah, Idaho and Arizona, our staff is capable of efficiently serving your project needs. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 870-6730.

Sincerely,
CMT Engineering Laboratories

LICENSED PROFESSIONAL ENGINEER
276476
BRYAN N. ROBERTS
3/23/2020
STATE OF UTAH

Bryan N. Roberts, P.E., M.ASCE
Senior Geotechnical Engineer

Reviewed by:

Andrew M. Harris, P.E.
Geotechnical Division Manager

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APPENDIX
Figure 1: Site Plan
Figures 2 -7: Test Pit Logs
Figure 8: Key to Symbols

1.0 INTRODUCTION

1.1 General

CMT Engineering Laboratories (CMT) was retained to conduct a geotechnical subsurface study for South Weber Business Park and Townhomes. It is located on the west side of 2700 East Street at about 7800 South in South Weber, Utah, as shown in the **Vicinity Map** below.

VICINITY MAP

1.2 Objectives, Scope and Authorization

The objectives and scope of our study were planned in discussions between Mr. Mike Ford and Mr. Andrew Harris of CMT Engineering Laboratories (CMT). In general, the objectives of this study were to define and evaluate the subsurface soil and groundwater conditions at the site, and provide appropriate foundation, earthwork, pavement and seismic recommendations to be utilized in the design and construction of the proposed development.

In accomplishing these objectives, our scope of work has included performing field exploration, which consisted of the excavating/logging/sampling of 6 test pits, performing laboratory testing on representative samples, and conducting an office program, which consisted of correlating available data, performing engineering analyses, and preparing this summary report. This scope of work was authorized by returning a signed copy of our proposal dated January 27, 2020.

1.3 Description of Proposed Construction

We understand that development of a mixed use commercial and townhome subdivision is planned for the parcel. The structures are anticipated to be 1 to 3 levels above grade, constructed using conventional wood/light metal framing, reinforced masonry and/or steel post and beam construction techniques and founded on spread footings with slab on grade floors established at or near existing grades. Projected maximum loading is on the order of about 1 to 3 kip per lineal foot wall loads and up to 50 kip column loads. If the loading conditions are different than we have projected, please notify us so that any appropriate modifications to our conclusions and recommendations contained herein can be made.

We anticipate that pavements will include asphalt paved parking areas, internal drive lanes, and residential street as well as rigid concrete aprons and driveways. Traffic is projected to consist of a light volume of automobiles and pickup trucks, one or two weekly medium-weight delivery trucks and a weekly garbage truck.

Site development will require some earthwork in the form of minor cutting and filling. A site grading plan was not available at the time of this report, but we project that maximum cuts and fills may be on the order of 1 to 3 feet. If deeper cuts or fills are planned, CMT should be notified to provide additional recommendations, if needed.

1.4 Executive Summary

The results of our study show that the proposed structures may be supported upon conventional spread and continuous wall foundations placed on suitable natural granular soils or granular structural fill extending to suitable natural soil utilizing a bearing pressure of 2,500 pounds per square foot.

The most significant geotechnical aspects of the site are:

1. The surface vegetation, topsoil, and surficial non-engineered fill encountered at some of the test pit locations ranged up to 1.5 feet thick. The thickness and lateral extend of topsoil and potential fills must

be anticipated to vary across site. All vegetation, topsoil, and non-engineered must be completely removed below structures.

2. Refusal was encountered with a rubber tire mounted backhoe at test pits TP-1, TP-3, TP-4, TP-5, and TP-6 at depths of 9.0, 8.5, 7.5, 8.0, and 5.5 feet below surrounding grades respectively. This refusal was encountered within relatively dense gravels containing cobbles and some boulders up to about 1.5 feet in diameter. It is anticipated that these soils may be readily excavated with larger equipment.
3. Groundwater was not encountered within the depths penetrated, about 5.5 to 10.5 feet, and is not anticipated to affect currently planned construction.

CMT must verify that all deleterious materials, disturbed soil, non-engineered fill, or unsuitable soils have been removed and/or properly prepared and that suitable soils have been encountered prior to placing site grading fills, footings, slabs, and pavements.

In the following sections, detailed discussions pertaining to the site and subsurface descriptions, geologic/seismic setting, earthwork, foundations, lateral resistance, lateral pressure, floor slabs, and pavements are provided.

2.0 FIELD EXPLORATION

2.1 General

In order to define and evaluate the subsurface soil and groundwater conditions at the site, 6 test pits were excavated with a backhoe at the site to depths of approximately 5.5 to 10.5 feet below the existing ground surface. Locations of the test pits are shown on **Figure 1, Site Plan**, included in the Appendix. Excavation refusal was encountered within the majority of the test pits, utilizing a rubber-tire mounted backhoe, at depths between about 5.5 and 9.0 within relatively dense gravel soils containing cobbles and small boulder up to 1.5 feet in diameter. The field exploration was performed under the supervision of an experienced member of our geotechnical staff.

Samples of the subsurface soils encountered within the test pits, were collected by obtaining disturbed "grab" samples. The samples were placed in sealed plastic bags prior to transport to the laboratory.

The subsurface soils encountered in the test pits were logged and described in general accordance with ASTM[1] D-2488. Soil samples were collected as described above, and were classified in the field based upon visual and textural examination. These field classifications were supplemented by subsequent examination and testing of select samples in our laboratory. Graphical representations of the subsurface conditions encountered are presented on each individual Test Pit Log, **Figures 2 through 7**, included in the Appendix. A Key to Symbols defining the terms and symbols used on the logs, is provided as **Figure 8** in the Appendix.

[1]American Society for Testing and Materials

When backfilling the test pits, no effort was made to compact the backfill and no compaction testing was performed. Thus, the backfill must be considered as non-engineered fill and settlement of the backfill in the test pits over time should be anticipated.

3.0 LABORATORY TESTING

3.1 General

Selected samples of the subsurface soils were subjected to various laboratory tests to assess pertinent engineering properties, as follows:

1. Moisture Content, ASTM D-2216, Percent moisture representative of field conditions
2. Atterberg Limits, ASTM D-4318, Plasticity and workability
3. Gradation Analysis, ASTM D-1140/C-117, Grain Size Analysis

3.2 Lab Summary

Laboratory test results are presented on the test pit logs (**Figures 2 through 7**) and in the following Lab Summary Table:

LAB SUMMARY TABLE

TEST PIT	DEPTH (feet)	SOIL CLASS	SAMPLE TYPE	MOISTURE CONTENT(%)	DRY DENSITY (pcf)	GRADATION			ATTERBERG LIMITS		
						GRAV.	SAND	FINES	LL	PL	PI
TP-1	3	SM	Bag	11.4				32.4			NP
TP-2	5	SM	Bag	7.0		33	50	17.4			
TP-3	4	GM	Bag	5.5		55	28	16.8			NP
TP-5	3	GP-GM	Bag	5.0		66	23	10.6			
TP-6	2	GP-GM	Bag	5.2		70	29	11			

4.0 GEOLOGIC & SEISMIC CONDITIONS

4.1 Geologic Setting

The subject site is located in the northeast portion of Davis County in north-central Utah. The site sits at an elevation of between approximately 4,550 and 4,585 feet above sea level. The site is located in a valley bound by the Wasatch Mountains on the east and Antelope Island (Great Salt Lake) and the Promontory Mountains to the west. The Valley is a deep, sediment-filled basin that is part of the Basin and Range Physiographic Province. The valley was formed by extensional tectonic processes during the Tertiary and Quaternary geologic time periods. The Valley is located within the Intermountain Seismic Belt, a zone of ongoing tectonism and seismic

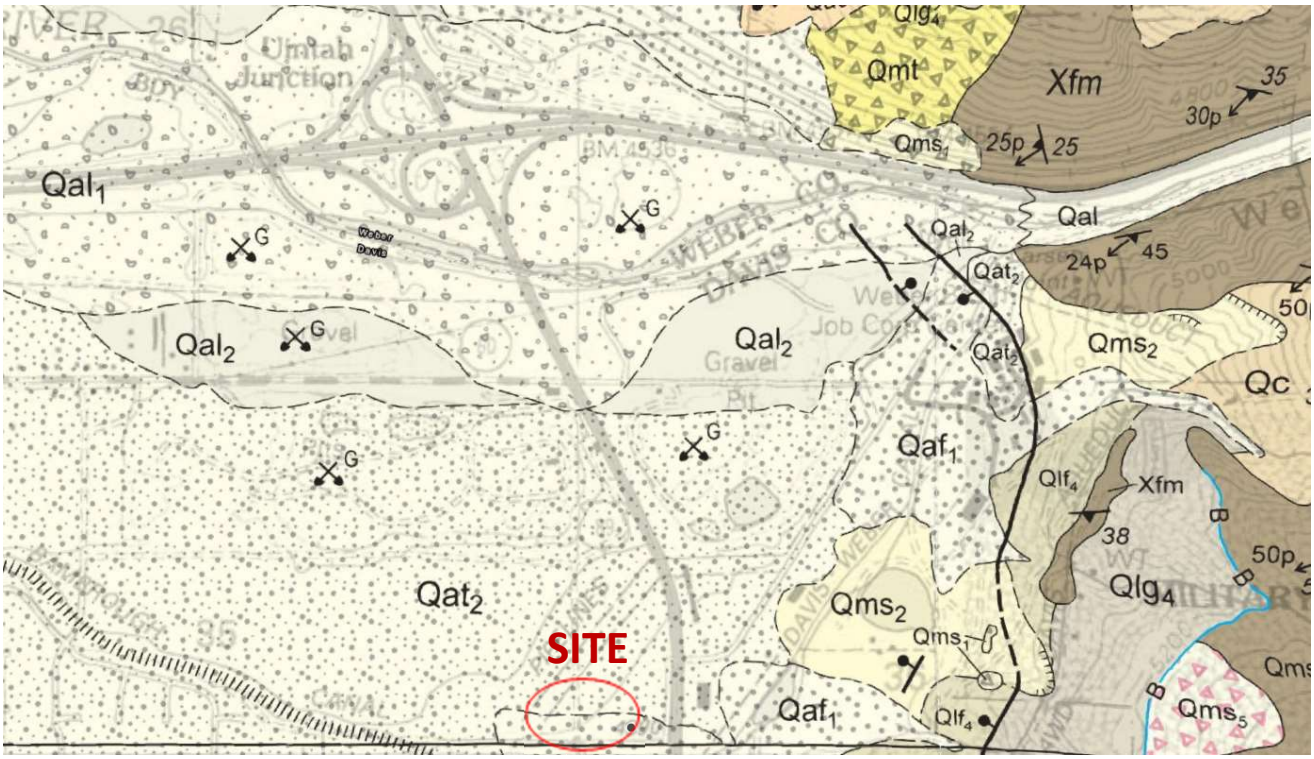
activity extending from southwestern Montana to southwestern Utah. The active (evidence of movement in the past 10,000 years) Wasatch Fault Zone is part of the Intermountain Seismic Belt and extends from southeastern Idaho to central Utah along the western base of the Wasatch Mountain Range.

Much of northwestern Utah, including the valley in which the subject site is located, was also previously covered by the Pleistocene age Lake Bonneville. The Great Salt Lake, located along the western margin of the valley and beyond, is a remnant of this ancient fresh water lake. Lake Bonneville reached a high-stand elevation of between approximately 5,160 and 5,200 feet above sea level at between 18,500 and 17,400 years ago. Approximately 17,400 years ago, the lake breached its basin in southeastern Idaho and dropped relatively fast, by almost 300 feet, as water drained into the Snake River. Following this catastrophic release, the lake level continued to drop slowly over time, primarily driven by drier climatic conditions, until reaching the current level of the Great Salt Lake. Shoreline terraces formed at the high-stand elevation of the lake and several subsequent lower lake levels are visible in places on the mountain slopes surrounding the valley. Much of the sediment within the Valley was deposited as lacustrine sediments during both the transgressive (rise) and regressive (fall) phases of Lake Bonneville and in older, pre-Bonneville lakes that previously occupied the basin.

The site is also located less than 1 mile west of the mouth of Weber Canyon, a major westward-draining canyon in the Wasatch Range cut by the Weber River. Thick deltaic deposits deposited at the mouth of the canyon during the time of Lake Bonneville have been down-cut by the Weber River during Holocene time forming a relatively narrow and low relief river valley extending westward from the mouth of the canyon and bounded on the north and south by slopes cut into the deltaic and older lacustrine deposits. The subject site is located within this narrow river valley.

The geology of the USGS Ogden, Utah 7.5 Minute Quadrangle, that includes the location of the subject site, has been mapped by Yonkee and Lowe[2]. The surficial geology at the location of the subject site and adjacent properties is mapped as "Older Alluvial Terrace Deposits" (Map Unit Qat2) dated to be Holocene. No fill has been mapped at the location of the site on the geologic map. Unit Qat2 is described on the referenced map as "Cast-supported, pebble to cobble gravel and minor gravelly sand in terraces and benches about 9 to 15 meters (30-50 ft) above the modern Weber River. Terraces were deposited as rivers became graded to base levels below the Gilbert shoreline. Gravel is moderately to well sorted, medium to thick bedded, contains subangular to rounded clasts, and displays pebble imbrication and local channels. Clasts consist mostly of Paleozoic to Mesozoic sedimentary and Precambrian basement rock. Where exposed, this unit is less than 6 meters (20 ft) thick." Refer to the **Geologic Map**, shown below.

[2] Yonkee, A., and Lowe, M., 2004, Geologic Map of the Ogden 7.5' Quadrangle, Weber and Davis Counties, Utah; Utah Geological Survey Map 200, Scale 1:24,000.



GEOLOGIC MAP

4.2 Faulting

No active surface fault traces are shown on the referenced geologic map crossing, adjacent to, or projecting toward the subject site. The nearest mapped active fault is the Weber Segment of the Wasatch Fault Zone approximately 0.3 miles to the east.

4.3 Seismicity

4.3.1 Site Class

Utah has adopted the International Building Code (IBC) 2018, which determines the seismic hazard for a site based upon 2014 mapping of bedrock accelerations prepared by the United States Geologic Survey (USGS) and the soil site class. The USGS values are presented on maps incorporated into the IBC code and are also available based on latitude and longitude coordinates (grid points). For site class definitions, IBC 2018 Section 1613.2.2 refers to Chapter 20, Site Classification Procedure for Seismic Design, of ASCE[3] 7-16. Given the subsurface soils encountered at the site, which only extended to a depth of about 10.5 feet, it is our opinion the site best fits Site Class D – Stiff Soil Profile (without data, or default) which we recommend for seismic structural design.

[3]American Society of Civil Engineers

4.3.2 Seismic Design Category

The 2014 USGS mapping utilized by the IBC provides values of peak ground, short period and long period accelerations for the Site Class B/C boundary and the Maximum Considered Earthquake (MCE). This Site Class B boundary represents average bedrock values for the Western United States and must be corrected for local soil conditions. The Seismic Design Categories in the International Residential Code (IRC 2018 Table R301.2.2.1.1) are based upon the Site Class as addressed in the previous section. For Site Class D at site grid coordinates of 41.125889 degrees north latitude and 111.910479 degrees west longitude, $\mathbf{S_{DS}}$ is 0.844 and the **Seismic Design Category** is D_2.

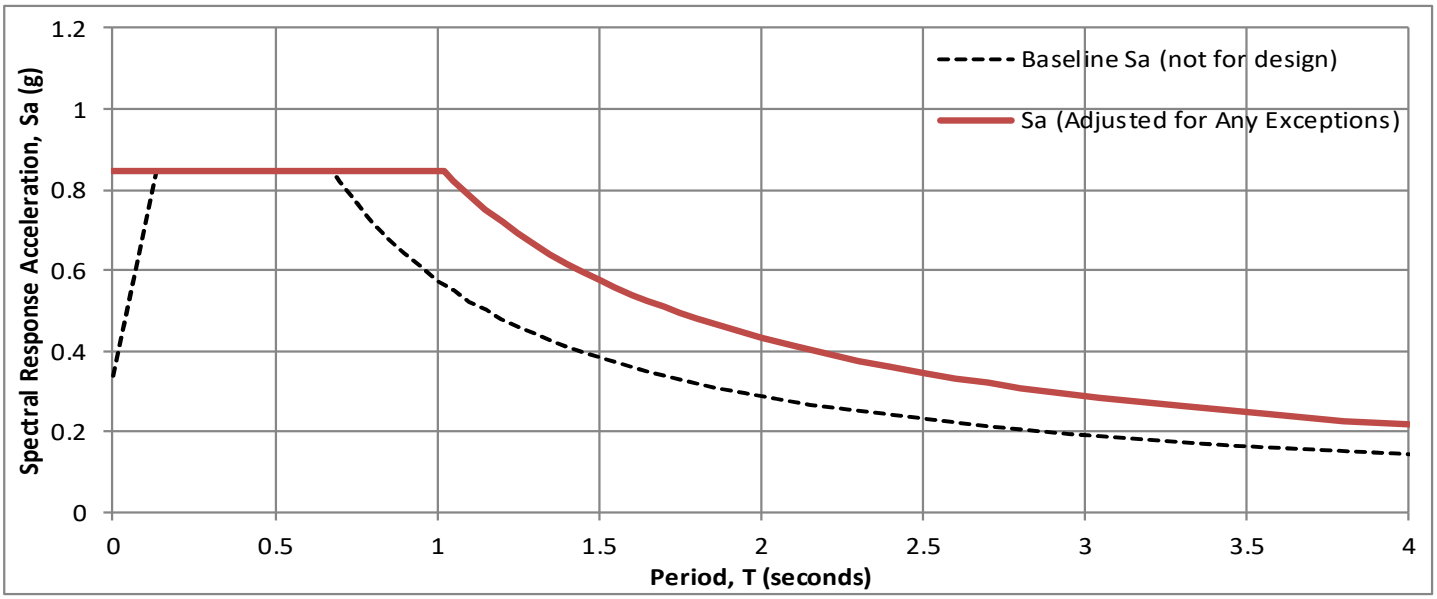
4.3.3 Ground Motions

Similarly, based on the 2014 USGS mapping utilized by the IBC , the following table summarizes the peak ground, short period and long period accelerations for the MCE event, and incorporates appropriate soil correction factors and any possible exceptions for a Site Class D soil profile at site grid coordinates of 41.125889 degrees north latitude and 111.910479 degrees west longitude (also see response spectrum below):

SPECTRAL ACCELERATION VALUE, T	SITE CLASS B/C BOUNDARY [mapped values] (g)	SITE COEFFICIENT	SITE CLASS D* [adjusted for site class effects] (g)	MULTI-PLIER	DESIGN VALUES (g)
Peak Ground Acceleration	PGA = **0.582**	F_{pga} = 1.100	PGA_M = 0.640	1.000	PGA_M = 0.640
0.2 Seconds (Long Period Acceleration)	S_S = **1.266**	F_a = 1.000	S_{MS} = 1.266	0.667	S_{DS} = 0.844
	(exceptions, if any)	F_a = (N/A)	S_{MS} = (N/A)	0.667	S_{DS} = (N/A)
1.0 Second (Long Period Acceleration)	S_1 = **0.472**	F_v = N/A	S_{M1} = N/A	0.667	S_{D1} = N/A
	(exceptions, if any)	F_v = (1.828)	S_{M1} = (0.863)	0.667	S_{D1} = (0.575)

NOTES: *** Site Class D With Data**

1. T_L = 8 seconds
2. Site Class: **D**
3. Have data to verify? **yes**
4. **ASCE 7-16 requires Site Specific Ground Motion Hazard Analysis (S1 ≥ 0.2), OR Can Use Exception 2**



4.3.3 Liquefaction

The site is located within an area designated by the Utah Geologic Survey (Davis County) [4]as having "Low" liquefaction potential. Liquefaction is defined as the condition when saturated, loose, sandy soils lose their support capabilities because of excessive pore water pressure which develops during a seismic event. Clayey soils, even if saturated, will generally not liquefy during a major seismic event.

A special liquefaction study was not performed for this site. We encountered unsaturated, medium dense to dense sand and gravel soils within the depths we explored. In our opinion, the soils we encountered support the mapped low liquefaction potential designation.

[4] Utah Geological Survey, "Liquefaction-Potential Map for a Part of Davis County, Utah," Utah Geological Survey Public Information Series 24, August 1994. https://ugspub.nr.utah.gov/publications/public_information/pi-24.pdf

4.4 Other Geologic Hazards

No younger or historic landslide deposits or features, including lateral spread deposits, are mapped on or adjacent to the site. The site is not located within a known or mapped potential debris flow, or rock fall hazard area. The Weber River channel is currently nearly ½ mile north of the site on the south side of Interstate Highway 84 (I-84). A Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM)[5] that includes the location of the subject site shows the site to be located in a "Zone X" flood hazard potential area. The Zone X area is defined on the map as "Area of minimal flood hazards."

5.0 SITE CONDITIONS

5.1 Surface Conditions

At the time the test pits were excavated the site was vacant and undeveloped. The site slopes gently to the northwest with a total relief across the property of about 34 feet. Vegetation across the surface consists of various grasses, small brush, some mature trees and varying weeds. Based upon aerial photos readily available online dating back to 1993, the site has stayed relatively the same since that time. The site is bordered along the north by a fuel station and convenience store, the east by 2700 East Street (constructed sometime between 1997 and 2003), the south by Poll Lane (7800 South), and the west by single family residential property (see **Vicinity Map** in **Section 1.1** above).

5.2 Subsurface Soil And Groundwater

The subsurface soil conditions encountered within the test pits completed at the site were relatively similar across the site. A surficial layer of topsoil and occasional non-engineered fills was present at some of the test pits extending to a maximum depth of about 1.5 feet. Below the topsoil and fill, natural soils were encountered and comprised of sands and gravel with some cobbles and occasional to some boulders up to about 1.5 feet in diameter extending to the full depth penetrated, about 10.5 feet.

The natural sand and gravel soils were visually medium dense to dense, slightly moist, brown in color, and will exhibit moderate high strength and low compressibility characteristics under the planned loading.

For a more detailed description of the subsurface soil conditions, please refer to Figures 2 through 7, Test Pit Logs. The lines designating the interface between soil types on the bore hole logs generally represent approximate boundaries. In-situ, the transition between soil types may be gradual.

Groundwater was not encountered within the depths penetrated, about 5.5 to 10.5 feet below existing site grades, and is not anticipated to affect construction.

[5] https://msc.fema.gov/portal/search?AddressQuery=south%20weber%20utah#searchresultsanchor

5.3 Site Subsurface Variations

Based on the results of the subsurface explorations and our experience, variations in the continuity and nature of subsurface conditions should be anticipated. Due to the heterogeneous characteristics of natural soils, care should be taken in interpolating or extrapolating subsurface conditions between or beyond the exploratory locations.

Also, when logging and sampling of the test pits was completed, the test pits were backfilled with the excavated soils but minimal to no effort was made to compact these soils. Thus, the backfill must be considered as non-engineered and settlement of the backfill in the test pits over time should be anticipated.

6.0 SITE PREPARATION AND GRADING

6.1 General

It is anticipated that initial site preparation will consist of the removal of any surface vegetation, topsoil, and any other deleterious materials from beneath an area extending out at least 3 feet beyond new structures and 2 feet beyond pavements. Trees and their associated root bulbs will require deeper removal depths.

All non-engineered fill must be removed below the buildings but may remain below pavement areas if; free of debris and deleterious materials, nor more than 3 feet thick, subsequent site grading fills are not more than 3 feet thick, and if properly prepared.

Proper preparation of existing fills below pavements will consist of the scarification of the upper 12 inches followed by moisture preparation and re-compaction to the requirements of structural fill. Where existing surface fill soils are less than 12 inches in total thickness then preparation shall consist of the total thickness of surface fill present.

Subsequent to stripping and prior to the placement of floor slabs, foundations, structural site grading fills, exterior flatwork, and pavements, the exposed subgrade must be proofrolled by passing moderate-weight rubber tire-mounted construction equipment over the surface at least twice. If excessively soft or otherwise unsuitable soils are encountered beneath footings, they must be completely removed. If removal depth required is greater than 2 feet below footings, CMT must be notified to provide further recommendations. In pavement, floor slab, and outside flatwork areas, unsuitable natural soils should be removed to a maximum depth of 2 feet and replaced with compacted granular structural fill. Fills must be handled as described above.

The site should be examined by a CMT geotechnical engineer to assess that suitable natural soils have been exposed and any deleterious materials, loose and/or disturbed soils have been removed, prior to placing site grading fills, footings, slabs, and pavements.

6.2 Temporary Excavations

The onsite soils encountered are primarily granular in nature. Temporary construction excavations for granular (cohesionless) soils, above the water table and not exceeding 4 feet, should be no steeper than one-half horizontal to one vertical (0.5H:1V). For excavations up to 8 feet, in granular soils and above the water table, the slopes should be no steeper than one horizontal to one vertical (1H:1V). Excavations encountering saturated cohesionless soils will be very difficult and will require very flat sideslopes and/or shoring, bracing and dewatering as these soils will tend to flow into the excavation. Excavations deeper than about8 feet are not anticipated at the site.

All excavations must be inspected periodically by qualified personnel. If any signs of instability or excessive sloughing are noted, immediate remedial action must be initiated. All excavations should be made following OSHA safety guidelines.

6.3 Fill Material

Structural fill is defined as all fill which will ultimately be subjected to structural loadings, such as imposed by footings, floor slabs, pavements, etc. Structural fill will be required as backfill over foundations and utilities, as site grading fill, and possibly as replacement fill below footings. All structural fill must be free of sod, rubbish, topsoil, frozen soil, and other deleterious materials.

Following are our recommendations for the various fill types we anticipate will be used at this site:

Fill Material Type	Description/Recommended Specification
Structural Fill/Replacement Fill	Placed below structures, flatwork and pavement. Well-graded sand/gravel mixture, with maximum particle size of 4 inches, a minimum 70% passing 3/4-inch sieve, a maximum 20% passing the No. 200 sieve, and a maximum Plasticity Index of 10.
General Site Grading Fill	Placed over larger areas to raise the site grade. Sandy to gravelly soil, with a maximum particle size of 6 inches, a minimum 70% passing 3/4-inch sieve, and a maximum 30% passing No. 200 sieve.
Non-Structural Fill	Placed below non-structural areas, such as landscaping. On-site soils or imported soils, with a maximum particle size of 8 inches, including silt/clay soils not containing excessive amounts of degradable/organic material (see discussion below).
Stabilization Fill	Placed to stabilize soft areas prior to placing structural fill and/or site grading fill. Coarse angular gravels and cobbles 1 inch to 8 inches in size. May also use 1.5- to 2.0-inch gravel placed on stabilization fabric, such as Mirafi RS280i or equivalent (see **Section 6.6**).

On-site sand and gravel soils, clean of debris and deleterious materials and processed to meet the above criteria may be used as structural site grading fill, if properly compacted, as well as for non-structural fill. All fill material should be approved by a CMT geotechnical engineer prior to placement.

6.4 Fill Placement and Compaction

The various types of compaction equipment available have their limitations as to the maximum lift thickness that can be compacted. For example, hand operated equipment is limited to lifts of about 4 inches and most "trench compactors" have a maximum, consistent compaction depth of about 6 inches. Large rollers, depending on soil and moisture conditions, can achieve compaction at 8 to 12 inches. The full thickness of each lift should be compacted to at least the following percentages of the maximum dry density as determined by ASTM D-1557 (or AASHTO[6] T-180) in accordance with the following recommendations:

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Beneath an area extending at least 3 feet beyond the perimeter of structures, and below flatwork and pavement (applies to structural fill and site grading fill)	0 to 5 5 to 8	95 98
Site grading fill outside area defined above	0 to 5 5 to 8	92 95
Utility trenches within structural areas	--	96
Roadbase and subbase	-	96
Non-structural fill	0 to 5 5 to 8	90 92

For best compaction results, we recommend that the moisture content for structural fill/backfill be within 2% of optimum. Field density tests should be performed on each lift as necessary to verify that proper compaction is being achieved.

6.5 Utility Trenches

For the bedding zone around the utility, we recommend utilizing sand bedding fill material that meets current APWA[7] requirements.

All utility trench backfill material below structurally loaded facilities (flatwork, floor slabs, roads, etc.) shall be placed at the same density requirements established for structural fill. If the surface of the backfill becomes disturbed during the course of construction, the backfill shall be proofrolled and/or properly compacted prior to the construction of any exterior flatwork over a backfilled trench. Proofrolling shall be performed by passing moderately loaded rubber tire-mounted construction equipment uniformly over the surface at least twice. If excessively loose or soft areas are encountered during proofrolling, they shall be removed to a maximum depth of 2 feet below design finish grade and replaced with structural fill.

Most utility companies and City-County governments are now requiring that Type A-1a or A-1b (AASHTO Designation – basically granular soils with limited fines) soils be used as backfill over utilities. These organizations are also requiring that in public roadways the backfill over major utilities be compacted over the

[6] American Association of State Highway and Transportation Officials
[7] American Public Works Association

full depth of fill to at least 96 percent of the maximum dry density as determined by the AASHTO T-180 (ASTM D-1557) method of compaction. We recommend that as the major utilities continue onto the site that these compaction specifications are followed.

In private utility areas, natural soils may be re-utilized as trench backfill over the bedding layer provided that they are properly moisture prepared and compacted to the minimum requirements stated in section **6.4 Fill Placement and Compaction**.

6.6 Stabilization

To stabilize soft soil conditions, if encountered, coarse angular gravel and cobble mixtures (stabilizing fill) may be utilize and shall be end-dumped, spread to a maximum loose lift thickness of 15 inches, and compacted by dropping a backhoe bucket onto the surface continuously at least twice. As an alternative, the stabilizing fill may be compacted by passing moderately heavy construction equipment or large self-propelled compaction equipment at least twice. Subsequent fill material placed over the coarse gravels and cobbles shall be adequately compacted so that the "fines" are "worked into" the voids in the underlying coarser gravels and cobbles. Utilization of a filter fabric, such as RS280i or equivalent, over soft subgrade may also be advantageous.

7.0 FOUNDATION RECOMMENDATIONS

The following recommendations have been developed on the basis of the previously described project characteristics, including the maximum loads discussed in **Section 1.3**, the subsurface conditions observed in the field and the laboratory test data, and standard geotechnical engineering practice.

7.1 Foundation Recommendations

Based on our geotechnical engineering analyses, the proposed structure may be supported upon conventional spread and/or continuous wall foundations established upon suitable natural soils or granular structural fill extending to suitable natural soils. Footings may be designed using a net bearing pressure of 2,500 psf.

The term "net bearing pressure" refers to the pressure imposed by the portion of the structure located above lowest adjacent final grade, thus the weight of the footing and backfill to lowest adjacent final grade need not be considered. The allowable bearing pressure may be increased by 1/3 for temporary loads such as wind and seismic forces.

We also recommend the following:

1. Exterior footings subject to frost should be placed at least 30 inches below final grade.
2. Interior footings not subject to frost should be placed at least 16 inches below grade.
3. Continuous footing widths should be maintained at a minimum of 18 inches.
4. Spot footings should be a minimum of 24 inches wide.

7.2 Installation

Under no circumstances shall the footings be established upon non-engineered fills, loose or disturbed soils, topsoil, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water. If unsuitable soils are encountered, they must be completely removed and replaced with compacted structural fill.

All structural fill should meet the requirements for such, and should be placed and compacted in accordance with **Section 6** above. The width of structural replacement fill below footings should be equal to the width of the footing plus 1 foot for each foot of fill thickness. For instance, if the footing width is 2 feet and the structural fill depth beneath the footing is 2 feet, the fill replacement width should be 4 feet, centered beneath the footing.

7.3 Estimated Settlement

Foundations designed and constructed in accordance with our recommendations could experience some settlement, but we anticipate that total settlements of footings founded as recommended above will not exceed 1 inch, we project that approximately 50% of the total settlement will initially take place during construction.

7.4 Lateral Resistance

Lateral loads imposed upon foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footings and the supporting soils. In determining frictional resistance, a coefficient of 0.40 should be utilized for natural granular soils and for granular structural fills. Passive resistance provided by properly placed and compacted granular structural fill above the water table may be considered equivalent to a fluid with a density of 250 pounds per cubic foot.

A combination of passive earth resistance and friction may be utilized provided that the friction component of the total is divided by 1.5.

8.0 LATERAL EARTH PRESSURES

The structures are anticipated to be constructed slab on grade. However, for shallow retaining walls or utility boxes up to 4 feet tall the following lateral pressure discussion is provided. Parameters, as presented within this section, are for backfills which will consist of drained granular soil placed and compacted in accordance with the recommendations presented herein.

The lateral pressures imposed upon subgrade facilities will, therefore, be basically dependent upon the relative rigidity and movement of the backfilled structure. For active walls, such as retaining walls which can move outward (away from the backfill), backfill may be considered equivalent to a fluid with a density of 40 pounds per cubic foot in computing lateral pressures. For more rigid walls (moderately yielding), backfill may be considered equivalent to a fluid with a density of 50 pounds per cubic foot. For very rigid non-yielding walls, granular backfill should be considered equivalent to a fluid with a density of at least 60 pounds per cubic foot.

The above values assume that the surface of the soils slope behind the wall is horizontal and that the fill within 3 feet of the wall will be compacted with hand-operated compacting equipment.

For seismic loading of retaining/below-grade walls, the following uniform lateral pressures, in pounds per square foot (psf), should be added based on wall depth and wall case.

Uniform Lateral Pressures			
Wall Height (Feet)	**Active Pressure Case (psf)**	**Moderately Yielding Case (psf)**	**At Rest/Non-Yielding Case (psf)**
4	24	52	80

9.0 FLOOR SLABS

Floor slabs may be established upon suitable natural soils and/or upon structural fill extending to suitable natural soils. Under no circumstances shall floor slabs be established directly over non-engineered fills, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

In order to facilitate curing of the concrete, we recommend that floor slabs be directly underlain by at least 4 inches of "free-draining" fill, such as "pea" gravel or 3/4-inch quarters to 1-inch minus, clean, gap-graded gravel. To help control normal shrinkage and stress cracking, the floor slabs may include the following features:

1. Adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints;
2. Frequent crack control joints; and
3. Non-rigid attachment of the slabs to foundation walls and bearing slabs.

10.0 DRAINAGE RECOMMENDATIONS

It is important to the long-term performance of foundations and floor slabs that water not be allowed to collect near the foundation walls and infiltrate into the underlying soils. We recommend the following:

1. All areas around structures should be sloped to provide drainage away from the foundations. Where possible we recommend a minimum slope of 6 inches in the first 10 feet away from the structure.

2. All roof drainage should be collected in rain gutters with downspouts designed to discharge at least 10 feet from the foundation walls or well beyond the backfill limits, whichever is greater.

3. Adequate compaction of the foundation backfill should be provided. We suggest a minimum of 90% of the maximum laboratory density as determined by ASTM D-1557. Water consolidation methods should not be used under any circumstances.

4. Sprinklers should be aimed away and kept at least 4 feet from the foundation walls. The sprinkling systems should be designed with proper drainage and be well-maintained. Over watering should be avoided.

5. Other precautions may become evident during construction.

11.0 PAVEMENTS

The existing natural sand soils and properly prepared sand fill soils are anticipated to exhibit fair pavement support when saturated. Pavements at the site will include construction of asphalt paved, residential roads, parking, and private commercial access roads for primarily light automobiles, light trucks and occasional medium weight trucks and garbage trucks. For carwash aprons, bay floors and driveways we recommend rigid (Portland cement concrete-PCC) pavements.

Our pavement design is based upon an estimated California Bearing Ratio (CBR) of 6 for the surficial sand soils.

If the loading conditions are significantly different from that presented then CMT must be informed to provide further and more appropriate recommendations.

Given the projected traffic as discussed above in **Section 1.3**, the following pavement sections are recommended for the given ESAL's (18-kip equivalent single-axle loads) per day:

MATERIAL	LIGHT VEHICLE TRAFFIC PAVEMENT SECTION THICKNESS (inches)			
	PARKING AREAS/RESIDENTIAL DRIVEWAYS (1-2 ESAL'S per day)		ROADWAYS/MAIN DRIVES/APRONS (6 ESAL'S per day)	
Asphalt	**3**	**---**	**3**	**---**
Concrete	**---**	**5**	**---**	**6**
Road-Base	**7**	**4**	**9**	**5**
Total Thickness	**10**	**10**	**12**	**11**

Untreated base course (UTBC) shall conform to city specifications, or to 1-inch-minus UDOT specifications for A–1-a/NP, and have a minimum CBR value of 70%. Subbase shall have a minimum CBR of 40%. Roadbase and subbase material should be compacted as recommended above in **Section 6.4**. Asphalt material generally should conform to APWA requirements, having a ½-inch maximum aggregate size, a 75-gyration Superpave mix containing no more than 15% of recycled asphalt (RAP) and a PG58-28 binder.

For dumpster pads, we recommend a pavement section consisting of 6.5 inches of Portland cement concrete, 5.0 inches of aggregate base, over properly prepared suitable natural subgrade or site grading structural fills

extending to suitable natural soils. Dumpster pads shall not be constructed overlying non-engineered fills unless heavily reinforced.

These above rigid pavement sections are for non-reinforced Portland cement concrete. Concrete should be designed in accordance with the American Concrete Institute (ACI) and joint details should conform to the Portland Cement Association (PCA) guidelines. The concrete should have a minimum 28-day unconfined compressive strength of 4,000 pounds per square inch and contain 6 percent ±1 percent air-entrainment.

12.0 QUALITY CONTROL

We recommend that CMT be retained to as part of a comprehensive quality control testing and observation program. With CMT on-site we can help facilitate implementation of our recommendations and address, in a timely manner, any subsurface conditions encountered which vary from those described in this report. Without such a program CMT cannot be responsible for application of our recommendations to subsurface conditions which may vary from those described herein. This program may include, but not necessarily be limited to, the following:

12.1 Field Observations

Observations should be completed during all phases of construction such as site preparation, foundation excavation, structural fill placement and concrete placement.

12.2 Fill Compaction

Compaction testing by CMT is required for all structural supporting fill materials. Maximum Dry Density (Modified Proctor, ASTM D-1557) tests should be requested by the contractor immediately after delivery of any fill materials. The maximum density information should then be used for field density tests on each lift as necessary to ensure that the required compaction is being achieved.

12.3 Excavations

All excavation procedures and processes should be observed by a geotechnical engineer from CMT or their representative. In addition, for the recommendations in this report to be valid, all backfill and structural fill placed in trenches and all pavements should be density tested by CMT. We recommend that freshly mixed concrete be tested by CMT in accordance with ASTM designations.

13.0 LIMITATIONS

The recommendations provided herein were developed by evaluating the information obtained from the subsurface explorations and soils encountered therein. The exploration logs reflect the subsurface conditions only at the specific location at the particular time designated on the logs. Soil and ground water conditions may differ from conditions encountered at the actual exploration locations. The nature and extent of any variation

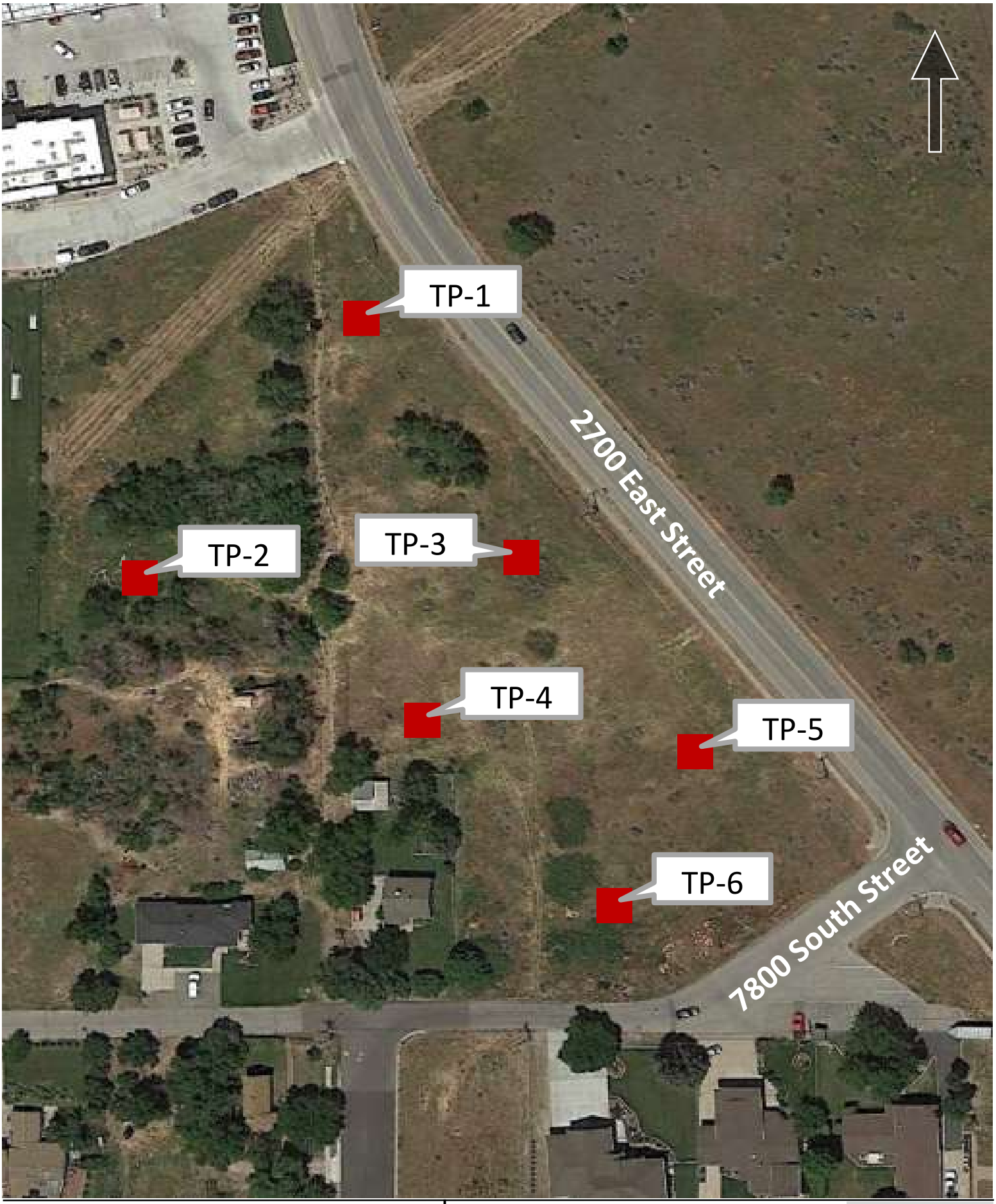
in the explorations may not become evident until during the course of construction. If variations do appear, it may become necessary to re-evaluate the recommendations of this report after we have observed the variation.

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 870-6730. To schedule materials testing, please call (801) 381-5141.

APPENDIX

SUPPORTING
DOCUMENTATION



South Weber Business Park and Townhomes
Near 2700 East 7800 South, South Weber, Utah

CMT ENGINEERING LABORATORIES

Site Map

Date:	6-Feb-20
Job #	14164

Figure:

South Weber Business Park and Townhomes

Test Pit Log

TP-1

Near 2700 East 7800 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 9'
Water Depth: (see Remarks)

Date: 2/18/20
Job #: 14164

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Topsoil										
1		Brown Silty SAND (SM) with occasional gravel slightly moist, medium dense										
2												
3				1	11.4				32.4			NP
4												
5		grades with more gravel and occasional cobbles										
		Brown Sandy GRAVEL (GP) with cobbles slightly moist, medium dense										
6				2								
7												
		grades with occasional boulder up to 1.5'										
8												
				3								
9		REFUSAL AT 9'										
10												
11												
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

Figure: 2

CMT ENGINEERING LABORATORIES

Excavated By: CE Butters
Logged By: Olivia Roberts

South Weber Business Park and Townhomes

Test Pit Log

TP-2

Near 2700 East 7800 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 10.5'
Water Depth: (see Remarks)

Date: 2/18/20
Job #: 14164

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Fill; dark brown sand and clay with gravel, organics and some debris slightly moist, medium dense										
1												
		Brown Silty Sandy GRAVEL (GP-GM) with occasional cobbles and roots slightly moist, dense										
2												
3												
4		Brown Silty SAND (SM) with gravel and cobbles visibly slightly moist, dense										
5				4	7.0		33	49.6	17.4			
6												
7												
8												
9				5								
10		grades with more gravel										
		END AT 10.5'										
11												
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

Figure: 3

CMT ENGINEERING LABORATORIES

Excavated By: CE Butters
Logged By: Olivia Roberts

South Weber Business Park and Townhomes

Test Pit Log

TP-3

Near 2700 East 7800 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 8.5'
Water Depth: (see Remarks)

Date: 2/18/20
Job #: 14164

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Fill; dark brown clay and sand with gravel and some debris moist, medium dense										
1		Brown Sandy to Clayey GRAVEL (GM) moist, dense										
2												
3		grades reddish-brown with more sand and less fines										
4				6	5.5		55	28	16.8			NP
5		grades with cobbles and occasional boulders										
6												
7												
8				7								
		REFUSAL AT 8.5'										
9												
10												
11												
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

Figure: 4

CMT ENGINEERING LABORATORIES

Excavated By: CE Butters
Logged By: Olivia Roberts

South Weber Business Park and Townhomes

Test Pit Log

TP-4

Near 2700 East 7800 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 8'
Water Depth: (see Remarks)

Date: 2/18/20
Job #: 14164

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation: Gravel %	Gradation: Sand %	Gradation: Fines %	Atterberg: LL	Atterberg: PL	Atterberg: PI
0		Topsoil; dark brown clayey sand with gravel and organics										
		Brown Sandy GRAVEL (GP) with cobbles and some fines slightly moist, dense										
1												
2												
3				8								
4												
5		grades with occasional boulder 1.0'										
6												
7				9								
		REFUSAL AT 7.5'										
8												
9												
10												
11												
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

Figure: 5

CMT ENGINEERING LABORATORIES

Excavated By: CE Butters
Logged By: Olivia Roberts

South Weber Business Park and Townhomes

Test Pit Log

TP-5

Near 2700 East 7800 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 7.5'
Water Depth: (see Remarks)

Date: 2/18/20
Job #: 14164

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Brown GRAVEL (GP-GM) with sand and fines, roots to 2.0' slightly moist, very dense										
1												
2		grades with occasional boulder										
3				10	5.0		66	23	10.6			
		grades reddish-brown with less fines										
4												
5												
6				11								
7												
				12								
8		REFUSAL AT 8.0'										
9												
10												
11												
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

Figure: 6

CMT ENGINEERING LABORATORIES

Excavated By: CE Butters
Logged By: Olivia Roberts

South Weber Business Park and Townhomes

Test Pit Log

TP-6

Near 2700 East 7800 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 5.5'
Water Depth: (see Remarks)

Date: 2/18/20
Job #: 14164

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation Gravel %	Gradation Sand %	Gradation Fines %	Atterberg LL	Atterberg PL	Atterberg PI
0		Brown Sandy GRAVEL (GP-GM) with cobbles, silt and clay, roots to 2.5'										
1												
2				13	5.2		70	19	11.3			
3		grades with boulders up to 1.5'										
4												
5				14								
		REFUSAL AT 5.5'										
6												
7												
8												
9												
10												
11												
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

Figure: 7

CMT ENGINEERING LABORATORIES

Excavated By: CE Butters
Logged By: Olivia Roberts

South Weber Business Park and Townhomes

Near 2700 East 7800 South, South Weber, Utah

Key to Symbols

Date: 2/18/20
Job #: 14164

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI

COLUMN DESCRIPTIONS

Depth (ft.): Depth (feet) below the ground surface (including groundwater depth - see water symbol below).

Graphic Log: Graphic depicting type of soil encountered (see below).

Soil Description: Description of soils encountered, including Unified Soil Classification Symbol (see below).

Sample Type: Type of soil sample collected at depth interval shown; sampler symbols are explained below-right.

Sample #: Consecutive numbering of soil samples collected during field exploration.

Moisture (%): Water content of soil sample measured in laboratory (percentage of dry weight of sample).

Dry Density (pcf): The dry density of a soil measured in laboratory (pounds per cubic foot).

Gradation: Percentages of Gravel, Sand and Fines (Silt/Clay), obtained from lab test results of soil passing the No. 4 and No. 200 sieves.

Atterberg: Individual descriptions of Atterberg Tests are as follows:

LL = Liquid Limit (%): Water content at which a soil changes from plastic to liquid behavior.

PL = Plastic Limit (%): Water content at which a soil changes from liquid to plastic behavior.

PI = Plasticity Index (%): Range of water content at which a soil exhibits plastic properties (= Liquid Limit - Plastic Limit).

STRATIFICATION	
Description	**Thickness**
Seam	Up to ½ inch
Lense	Up to 12 inches
Layer	Greater than 12 in.
Occasional	1 or less per foot
Frequent	More than 1 per foot

MODIFIERS
Trace
<5%
Some
5-12%
With
> 12%

MOISTURE CONTENT
Dry: Absence of moisture, dusty, dry to the touch.
Moist: Damp / moist to the touch, but no visible water.
Saturated: Visible water, usually soil below groundwater.

UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)

MAJOR DIVISIONS			USCS SYMBOLS	TYPICAL DESCRIPTIONS
COARSE-GRAINED SOILS More than 50% of material is larger than No. 200 sieve size.	**GRAVELS** The coarse fraction retained on No. 4 sieve.	**CLEAN GRAVELS** (< 5% fines)	GW	Well-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines
			GP	Poorly-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines
		GRAVELS WITH FINES (≥ 12% fines)	GM	Silty Gravels, Gravel-Sand-Silt Mixtures
			GC	Clayey Gravels, Gravel-Sand-Clay Mixtures
	SANDS The coarse fraction passing through No. 4 sieve.	**CLEAN SANDS** (< 5% fines)	SW	Well-Graded Sands, Gravelly Sands, Little or No Fines
			SP	Poorly-Graded Sands, Gravelly Sands, Little or No Fines
		SANDS WITH FINES (≥ 12% fines)	SM	Silty Sands, Sand-Silt Mixtures
			SC	Clayey Sands, Sand-Clay Mixtures
FINE-GRAINED SOILS More than 50% of material is smaller than No. 200 sieve size.	**SILTS AND CLAYS** Liquid Limit less than 50%		ML	Inorganic Silts and Sandy Silts with No Plasticity or Clayey Silts with Slight Plasticity
			CL	Inorganic Clays of Low to Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean Clays
			OL	Organic Silts and Organic Silty Clays of Low Plasticity
	SILTS AND CLAYS Liquid Limit greater than 50%		MH	Inorganic Silts, Micacious or Diatomacious Fine Sand or Silty Soils
			CH	Inorganic Clays of High Plasticity, Fat Clays
			OH	Organic Silts and Organic Clays of Medium to High Plasticity
HIGHLY ORGANIC SOILS			PT	Peat, Soils with High Organic Contents

Note: Dual Symbols are used to indicate borderline soil classifications (i.e. GP-GM, SC-SM, etc.).

SAMPLER SYMBOLS

- Block Sample
- Bulk/Bag Sample
- Modified California Sampler 3.5" OD, 2.42" ID D&M Sampler
- Rock Core
- Standard Penetration Split Spoon Sampler
- Thin Wall (Shelby Tube)

WATER SYMBOL

- Encountered Water Level
- Measured Water Level

(see Remarks on Logs)

1. The results of laboratory tests on the samples collected are shown on the logs at the respective sample depths.
2. The subsurface conditions represented on the logs are for the locations specified. Caution should be exercised if interpolating between or extrapolating beyond the exploration locations.
3. The information presented on each log is subject to the limitations, conclusions, and recommendations presented in this report.

CMT ENGINEERING LABORATORIES

Figure: 8

Reeve & Associates, Inc.

January 27, 2020

Project: South Weber Business Park and Townhomes
Subject: Trip Generation Letter

Per the requirements of South Weber City, Reeve and Associates has prepared this trip generation letter. The purpose of this letter is to assist in estimating the number of trips that will be generated due to development of the South Weber Business Park and Townhomes project located on the Highway 89 Frontage Road. The project consists of a northern area including a car wash and light industrial units, and a southern area with townhomes. Access northern portion of the site will be through the adjacent maverick site and off of the frontage road. The southern portion is accessed by a roadway off of 7800 S to the south.

The number of trips generated for the proposed development was determined using ITE's (Institute of Transportation Engineers) 10th Edition Trip Generation Manual for a various land uses including: General Light Industrial (Land Use: 110), Multifamily Housing (Low-Rise) ((Land Use: 220), Self-Service Car Wash (Land Use: 947), and Automated Car Wash (Land Use: 948). Both land uses related to the car wash only contain data for the P.M. time frame. The A.M. time period for the car wash uses is assumed to have 50% of the P.M. traffic. The calculations are included attached to this letter. Table 1 below summarizes the total trips generated as well as the entering and exiting counts. No trips are assumed to have originated from passerby vehicles. Total projected counts from the A.M. are 147, and the P.M. 272.

Table 1 – Trip Generation

Land Use	*Time*	*Generated Trips/Peak Hour*	*Trips Entering*	*Trips Exiting*
General Light Industrial	***AM Peak***	***14***	12	2
	PM Peak	***13***	2	11
Multifamily Housing (Low-Rise)	***AM Peak***	***5***	1	4
	PM Peak	***4***	2	2
Self-Service Car Wash	***AM Peak***	***11***	6	6
	PM Peak	***22***	11	11
Automated Car Wash	***AM Peak***	***117***	58	59
	PM Peak	***233***	116	117

We hope that the information provided is sufficient to determine whether a traffic impact study will be required for the site. Attached to this letter are the calculations summarized in the tables provided above. If you have any questions, or we can be of further assistance, please let us know.

5160 South 1500 West • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
Email: ogden@reeve-assoc.com • Website: www.reeve-assoc.com

Sincerely,

Nate Reeve, P.E.
Principal Engineer
Reeve & Associates, Inc.
nreeve@reeve-assoc.com

Kenneth Hunter, E.I.T
Project Engineer
Reeve & Associates
khunter@reeve-assoc.com

South Weber Business Park and Townhomes

TRIP GENERATION

1/27/20 KHH # 4671-15

Land Use: General Light Industrial
Code: 110
per ITE Trip Generation Manual 10th Edition

A.M. Peak Hour Trip Generation

Number of units =	12
Area per unit =	1,680
Total Number of Trips per Hour/1000 s.f. =	0.7
Total Trips Generated =	**14**

Trip Directional Distribution: 88% entering, 12% exiting

Entering=	**12**
Exiting=	**2**

P.M. Peak Hour Trip Generation

Number of units =	12
Area per unit =	1,680
Total Number of Trips per Hour/1000 s.f. =	0.63
Total Trips Generated =	**13**

Trip Directional Distribution: 13% entering, 87% exiting

Entering=	**2**
Exiting=	**11**

South Weber Business Park and Townhomes

TRIP GENERATION

1/27/20 KHH # 4671-15

Land Use: Multifamily Housing (Low-Rise)
Code: 220
per ITE Trip Generation Manual 10th Edition

A.M. Peak Hour Trip Generation

Number of Units =	13
Total Number of Trips per Hour=	0.36
Total Trips Generated =	**5**

Trip Directional Distribution: 30% entering, 70% exiting

Entering=	**1**
Exiting=	**4**

P.M. Peak Hour Trip Generation

Number of Vehicle Fueling Positions =	13
Total Number of Trips per Hour=	0.33
Total Trips Generated =	**4**

Trip Directional Distribution: 55% entering, 45% exiting

Entering=	**2**
Exiting=	**2**

South Weber Business Park and Townhomes

TRIP GENERATION

1/27/20 KHH # 4671-15

Land Use: Self-Service Car Wash
Code: 947
per ITE Trip Generation Manual 10th Edition

A.M. Peak Hour Trip Generation*
*no data avaliable

P.M. Peak Hour Trip Generation

Number of Wash Stalls =	4
Total Number of Trips per Hour=	5.54
Total Trips Generated =	**22**

Trip Directional Distribution: 51% entering, 49% exiting

Entering=	**11**
Exiting=	**11**

South Weber Business Park and Townhomes

TRIP GENERATION

1/27/20 KHH # 4671-15

Land Use: Automated Car Wash
Code: 948
per ITE Trip Generation Manual 10th Edition

A.M. Peak Hour Trip Generation*
*no data avaliable

P.M. Peak Hour Trip Generation

Number of Tunnels =	3
Total Number of Trips per Hour=	77.5
Total Trips Generated =	**233**

Trip Directional Distribution: 50% entering, 50% exiting

Entering=	**116**
Exiting=	**117**

Jared D. Larsen
Agent - Real Estate Services
Rockies Region

PHILLIPS 66
3960 East 56th Avenue
Commerce City, CO 80022
Phone (303) 376-4376

June 10, 2020

Mr. Scott Mortensen
Morty's Car Wash
Lot 201 S 2700 E
South Weber, UT 84405

Sent via email to scottm3management@gmail.com

RE: Morty's Car Wash – South Weber Utah

Dear Mr. Mortensen,

Thank you for providing drawings and information for Morty's Car Wash at the above address. Based on the project information submitted for our review, which includes adding asphalt over our ROW and two (2) crossings under our pipeline, this letter will serve as confirmation Phillips 66 has no objections to your project proceeding based on the design of the plans submitted to us as of today.

This letter also further confirms that Morty's Car Wash and Phillips 66/Pioneer Pipe Line company are in contact, that Phillips 66 has not required any changes to the plans provided to meet our safety and operational guidelines, and that based on this communication Phillips 66 is preparing an encroachment agreement to be executed by Phillips and Morty's Car Wash. This encroachment agreement will be recorded and include the final plans as agreed provided to Phillip 66.

Safety, Honor, Commitment is the code we work and live by every day at Phillips 66, and we thank you for your commitment to safety of the people, the environment, and our pipeline facilities during your project.

Please contact me either by email jared.d.larsen@p66.com phone (303) 376-4384 with any questions or concerns.

Sincerely,

Jared Larsen
Agent, Phillips 66, Real Estate Services

SOUTH WEBER WATER

7924 South 1900 East, South Weber, Utah 84405
SouthWeberWater@gmail.com

Phone / Fax (801) 475-4749
Office-Landy Ukena (801) 540-4171

Maintenance:
Mark Crookston (801) 458-6980
Fred Loertscher (801) 675-1082

BOARD OF DIRECTORS:
Chair Jan Ukena (801) 479-8749
Co Chair Darren Hess (801) 475-4320
Secretary Cindi Mansell (801) 540-2486
Treasurer Nate Reeve (801) 458-8006
Bd Mbr Perry McCorkle (801) 317-6987

To: South Weber City,

The South Weber Water Improvement District will furnish secondary water to the Transitional Subdivision (w/conditional use car wash of approximately 1.2 acre at 7723 S 2700 E (Lot 1)

DATED this 8 day of June 2020

Thank you,
South Weber Water Improvement District

Jan Ukena

_____

South Weber Water

Central Weber Sewer Improvement District

March 5, 2020

South Weber City
1600 E. South Weber Dr.
South Weber, UT 84405

SUBJECT: Scott Mortensen Car Wash
Sanitary Sewer Will Serve Letter &
Additional Comments

We have been asked to provide a Will Serve Letter for the new Car Wash Facility in South Weber City as proposed by Scott Mortensen. Central Weber Sewer Improvement District can treat the sanitary sewer from this proposed development and offers the following comments.

1. Central Weber does have the capacity to treat the sanitary sewer flow from this proposed development.

2. Central Weber's sanitary sewer trunkline does have the capacity to handle the flow from the carwash. However, Central Weber does not have any information concerning the capacity of the sanitary sewer lines that belong to South Weber City.

3. Central Weber is not aware of the proposed location for the car wash. Most of the sanitary sewer collection system lines in the City are owned by South Weber City. Permission to connect to any South Weber City Sanitary Sewer line must be obtained from the City.

4. As per the current agreement between South Weber City and Central Weber the City and all developments and connections must adhere to the Central Weber Wastewater Control Rules and Regulations.

5. Details of any connection and/or manhole construction being made directly to Central Weber's main line will need to be submitted to Central Weber and approved prior to construction and the connection being made.

6. Any connection to Central Weber's line must be inspected by Central Weber while the work is being done. A minimum of 48-hour notice for inspection shall be given to Central Weber prior to any work associated with the connection.

2618 West Pioneer Road, Ogden, Utah 84404 • Telephone (801) 731-3011 Fax (801) 731-0481

7. Central Weber will not take ownership or responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that are proposed as a part of this development.

8. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. Central Weber's Wastewater Control Rules and Regulations state:

   Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.

9. The Central Weber Sanitary Sewer Impact Fee for each lot will need to be paid to South Weber City at the time of issuance of a Building Permit. The current Central Weber Impact fee is $2,395 per equivalent residential unit (ERU).

10. Plans and equipment specifications showing water usage and discharge must be submitted in order to calculate the sanitary sewer impact fee prior to any connection being made to any sanitary sewer line.

If you have any further questions or need additional information please let us know.

Sincerely,

Lance L Wood, P. E.
General Manager

cc: scottm3management@gmail.com

SOUTH WEBER city
1600 E. South Weber Drive
South Weber, UT 84405
www.southwebercity.com
801-479-3177
FAX 801-479-0066

Conditional Use Permit #2020-02

Applicant: Scott Mortensen

Business: Morty's Car Wash, LLC

Address: 7700 S 2700 E

Location: Lot 1 South Weber Transition

Zone: Commercial (C)

Proposed Use: Car Wash

Along with compliance to all applicable state and city code, the conditional use for the above applicant at the property listed and the use proposed has been approved by the City Council on June 9, 2020 with the following conditions:

1. **Hours of Operation**: Automatic bays and vacuums are to be closed from 11:00 pm to 5:00 am. Self-serve bays may stay open.
2. **Bays**: There shall be allowed no more than three automatic bays and four self-serve bays.
3. **Review**: There shall be a six-month review before the planning commission from the date of opening.

Note: City Staff shall have the right to inspect and enforce conditions. Any non-compliance will be subject to cancellation of this permit. Any requests for change must be made in writing and approved by the Planning Commission in a public meeting.

Applicant Scott Mortensen: _____

Fire Department Chief Derek Tolman: _____

Planning Commission Chair Rob Osborne: _____

City Council, Mayor Jo Sjoblom: _____

Attest: Recorder Lisa Smith: _____

DRAFT

Council Meeting Date: July 21, 2020

Name: Mark McRae

Agenda Item: 10 & 11

Objective: Public Hearing to Consider Opening and Amending 2020-2021 Budget.

Background: The current city budget for 2020-2021 was adopted on June 16, 2020. Since the adoption of the budget the City has received CARES Act funds. On June 30, 2020 the city council gave direction to staff on how these funds should be used. The first is $40,000 for the audio/video upgrade to city hall to provide livestreaming of meetings. The second is $30,000 for a one-time Utility Customer Assistance program for those impacted by COVID 19. This year's budget needs to be opened and amended to reflect those changes. To amend an adopted budget, a public hearing is required to afford citizen's an opportunity to address the proposed changes.

Capital Projects Fund Revenues			
45-33-500	Federal Grants - CARES Act	+	$40,000
45-39-389	Fund Balance to be Appropriated	-	$35,000
Capital Projects fund Expenditures			
45-43-730	Admin – Improv. Other Than Buildings	+	$ 5,000
Water Fund Revenues			
51-33-500	Federal Grants - CARES Act	+	$30,000
Water Fund Expenditures			
51-40-540	Customer Assistance Program	+	$30,000

Summary: Amendments to the 2020- 2021 budget are being adopted as part of the budget.

Committee Recommendation: Approve

Staff Recommendation: Approve Amendments

Attachments: Resolution 2020-30

Budget Amendment: Yes

RESOLUTION 2020-30

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING BUDGET AMENDMENTS FOR THE FISCAL YEAR ENDING JUNE 30, 2021

WHEREAS, the city adopted its budget for fiscal year 2020-2021 on June 16, 2019; and

WHEREAS, the city has received funds from the Coronavirus Aid, Relief, and Economic Security Act (CARES); and

WHEREAS, the city council reviewed needs for the funds and directed staff on the priority of expenditures;

WHEREAS, the additional revenue and proposed expenditures require the budget to be opened and amended; and

WHEREAS, this legislative body held a public hearing on July 21, 2020 to take comment regarding the proposed amendments and after reviewing comments and discussing the presented changes in an open public meeting, it is in favor of amending this budget;

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

Section 1. Amendment: The Fiscal Year 2020-2021 Budget shall be amended as follows:

Capital Projects Fund Revenues			
45-33-500	Federal Grants - CARES Act	+	$40,000
45-39-389	Fund Balance to be Appropriated	-	$35,000
Capital Projects fund Expenditures			
45-43-730	Admin – Improv. Other Than Buildings	+	$ 5,000
Water Fund Revenues			
51-33-500	Federal Grants - CARES Act	+	$30,000
Water Fund Expenditures			
51-40-540	Customer Assistance Program	+	$30,000

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 21st day of July 2020.

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

Agenda Item Introduction

Council Meeting Date: July 21, 2020

Name: David Larson

Agenda Item: Gurney Purchase

Background: The City recently purchased a used ambulance from Roy City that is fitted for a power lift gurney. A gurney did not come with the ambulance purchase and staff reached out for quotes on a gurney purchase.

The Council discussed at the time potentially purchasing a power gurney with auto load for a quoted price of $34,890.65. The Council decision was to budget money for the full cost in the FY2021 budget but have the Public Safety Committee review gurney options and bring back a recommendation to the Council.

CARES Act funds have also become available for the City and a power gurney with auto load function provides for greater physical distancing between the patient and Fire Department personnel which makes it an eligible expense for use of CARES money.

The Committee evaluated the following options:

1- Power gurney with auto load ($34,890.65)
2- Power gurney without auto load and ($17,358.20)

The Committee recommends using CARES money to purchase the power gurney with auto load for $34,890.65.

Some considerations in the recommendation include limiting the risk for back injuries to employees, knowing the ambulance is already fitted for auto load and would not require a retrofit for option 2, and knowing that using the CARES money means the cost is not born by residents.

Summary: Upon assignment from the City Council, the Public Safety Committee reviewed gurney purchase options and recommends using CARES money to purchase a power gurney with auto load.

Budget Amendment: A revenue budget amendment would be needed to show the use of CARES money for this purchase, but the expense line would remain unchanged.
Committee Recommendation: Purchase a power gurney with auto load feature using CARES money
Planning Commission Recommendation: NA
Staff Recommendation: NA
Attachments: Stryker Quote

stryker

South Weber Perf Load

Quote Number:	10153375	Remit to:	P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	SOUTH WEBER FIRE DEPARTMENT	Rep:	Pamela Gord
	Attn:	Email:	pam.gord@stryker.com
		Phone Number:	(801) 230-5071
		Mobile:	(801) 230-5071

Quote Date:	03/04/2020
Expiration Date:	06/02/2020

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	SOUTH WEBER FIRE DEPARTMENT	Name:	SOUTH WEBER FIRE DEPARTMENT	Name:	SOUTH WEBER FIRE DEPARTMENT
Account #:	1502327	Account #:	1502327	Account #:	1502327
Address:	1600 E SOUTH WEBER DR	Address:	1600 E SOUTH WEBER DR	Address:	1600 E SOUTH WEBER DR
	SOUTH WEBER		SOUTH WEBER		SOUTH WEBER
	Utah 84405		Utah 84405		Utah 84405

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6392000002	PERFORMANCELOAD W/PLATE	1	$3,000.00	$3,000.00
1.1	6392026000	STANDARD COMPONENTS		$0.00	$0.00
1.2	6392001902	LABEL, 6392-000-002 SPEC		$0.00	$0.00
1.3	6390700001	FLOOR PLATE ASSY KIT		$721.00	$721.00
1.4	6392009001	PERFORMANCE LOAD OPS MANUAL		$0.00	$0.00
1.5	7777881660	1 year parts, labor & travel		$0.00	$0.00
			Equipment Total:		$3,721.00

Price Totals:

Grand Total:	$3,721.00

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

South Weber Perf Load

Quote Number:	10153375	Remit to:	P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	SOUTH WEBER FIRE DEPARTMENT	Rep:	Pamela Gord
	Attn:	Email:	pam.gord@stryker.com
		Phone Number:	(801) 230-5071
		Mobile:	(801) 230-5071

Quote Date:	03/04/2020
Expiration Date:	06/02/2020

_____

AUTHORIZED CUSTOMER SIGNATURE

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

stryker

South Weber PL

Quote Number:	10153380	Remit to:	P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	SOUTH WEBER FIRE DEPARTMENT	Rep:	Pamela Gord
	Attn:	Email:	pam.gord@stryker.com
		Phone Number:	(801) 230-5071
		Mobile:	(801) 230-5071

Quote Date:	03/04/2020
Expiration Date:	06/02/2020

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	SOUTH WEBER FIRE DEPARTMENT	Name:	SOUTH WEBER FIRE DEPARTMENT	Name:	SOUTH WEBER FIRE DEPARTMENT
Account #:	1502327	Account #:	1502327	Account #:	1502327
Address:	1600 E SOUTH WEBER DR	Address:	1600 E SOUTH WEBER DR	Address:	1600 E SOUTH WEBER DR
	SOUTH WEBER		SOUTH WEBER		SOUTH WEBER
	Utah 84405		Utah 84405		Utah 84405

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	$17,532.45	$17,532.45
			Equipment Total:		$17,532.45

Price Totals:

Grand Total:	$17,532.45

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

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Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

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stryker

Marketing Promo

Quote Number:	10143069	Remit to:	P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	SOUTH WEBER FIRE DEPARTMENT	Rep:	Pamela Gord
	Attn:	Email:	pam.gord@stryker.com
		Phone Number:	(801) 230-5071
		Mobile:	(801) 230-5071

Quote Date:	02/26/2020
Expiration Date:	06/02/2020

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	SOUTH WEBER FIRE DEPARTMENT	Name:	SOUTH WEBER FIRE DEPARTMENT	Name:	SOUTH WEBER FIRE DEPARTMENT
Account #:	1502327	Account #:	1502327	Account #:	1502327
Address:	1600 E SOUTH WEBER DR	Address:	1600 E SOUTH WEBER DR	Address:	1600 E SOUTH WEBER DR
	SOUTH WEBER		SOUTH WEBER		SOUTH WEBER
	Utah 84405		Utah 84405		Utah 84405

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6506000000	Power-PRO XT	1	$9,603.00	$9,603.00
1.1	6085033000	PR Cot Retaining Post		$0.00	$0.00
1.2	7777881669	3 Yr X-Frame Powertrain Wrnty		$0.00	$0.00
1.3	7777881670	2 Yr Bumper to Bumper Warranty		$0.00	$0.00
1.4	6506026000	Power Pro Standard Components		$0.00	$0.00
1.5	6500001430	X-RESTRAINT PACKAGE		$0.00	$0.00
1.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)		$0.00	$0.00
1.7	650606160000	ONE PER ORDER, MANUAL, ENG OPT		$0.00	$0.00
1.8	6500082000	Knee-Gatch/Trendelenburg		$482.35	$482.35
1.9	6506038000	Steer Lock Option		$463.10	$463.10
1.10	6092036018	J Hook		$0.00	$0.00
1.11	6506034002	6506 PWR-LOAD/PERF-LOAD OPTION		$1,205.05	$1,205.05
1.12	6500038000	SMRT KIT-120V AC,12V DC, Brckt		$83.00	$83.00
1.13	6500003130	KNEE GATCH BOLSTER MATRSS, XPS		$0.00	$0.00
1.14	6506040000	XPS Option		$1,208.35	$1,208.35
1.15	6085046000	Retractable Head Section O2		$111.10	$111.10
1.16	0054200994	NO RUNNER		$0.00	$0.00
1.17	6500315000	3 Stage IV Pole PR Option		$208.45	$208.45
1.18	6506012003	STANDARD FOWLER		$0.00	$0.00
1.19	639000010902	LABEL, WIRELESS		$0.00	$0.00

PENDING APPROVAL

stryker

Marketing Promo

Quote Number:	10143069	Remit to:	P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	SOUTH WEBER FIRE DEPARTMENT	Rep:	Pamela Gord
	Attn:	Email:	pam.gord@stryker.com
		Phone Number:	(801) 230-5071
		Mobile:	(801) 230-5071

Quote Date: 02/26/2020

Expiration Date: 06/02/2020

#	Product	Description	Qty	Sell Price	Total
1.20	6500130000	Pocketed Back Rest Pouch		$156.75	$156.75
1.21	6500128000	Head End Storage Flat		$84.15	$84.15
1.22	6500147000	Equipment Hook		$31.90	$31.90
			Equipment Total:		$13,637.20

Price Totals:

Grand Total:	$13,637.20

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Council Meeting Date: July 21, 2020

Name: Mark McRae

Agenda Item: Council Chambers Audio-Visual Upgrade Purchase

Objective: Upgrade of City Hall Audio/Video Capabilities

Background: The need to provide quality live streaming of city meetings became paramount as state guidelines relating to COVID19 prevented the city council from meeting together at city hall. City hall did not have the proper equipment to provide the quality necessary for live streaming of meetings. Three vendors were contacted to provide proposals for the upgrade. Two were on state contracts and the third was our current IT provider. After receiving preliminary estimates, it became apparent that our IT provider did not have the desired expertise in this particular area. Staff made some revisions and asked for written proposals from the two vendors on State contracts. The two proposals were very similar in price and product. The two proposals were reviewed by the Public Relations Committee. Quantity revisions were made, and the committee has recommended Webb Audio be awarded the job with the lowest proposal cost of $39,955.24. Both companies were highly recommended and have done similar projects throughout the state. The original budget was $35,000 and a budget amendment is proposed to raise this to $40,000 and use CARES Act money to pay for the entire upgrade.

Summary: Livestreaming needs for city hall have been carefully reviewed and two proposals have been received. Both are through State of Utah contracts. Staff and committee recommend the lowest proposal be accepted.

Committee Recommendation: Approve

Staff Recommendation: Approve proposal for Webb Audio for $39,955.24

Attachments: Original Two Proposals
Staff comparison with equivalent quantities
Final proposal with committee adjustments

Budget Amendment: Yes

Audio/ Video Upgrade Comparison

Item	Count Performance	Web	Adjust Performance
Touch Screen Controller	1	2	$1,265
Microphones	19	19	$4,114
Podium Microphone	0	1	$235
Cameras	1	2	$1,300
Monitors to replace projector	4	8	$1,680
Council Speakers - ceiling	4	4	
Overflow speakers - ceiling	2	2	
Frontoffice speakers - ceiling	2	2	
75" Flat Panel Display & installation	1	0	
			$8,594
Original Bid			$34,268
Revised Bid			$42,862

ments

Web

$4,114

$2,416

$6,530

$33,425

$39,955

Webb - Integration and Sales
1420 South 4800 West Ste D
Salt Lake City, UT 84104
Ph: (801) 484-8567

Integration Quote
Revision #
Printed: 7/8/2020

Bill to: South Weber City	**Delivery Address:**	**Job # 213424**
South Weber City 1600 E. South Weber Dr, South Weber, UT 84405 **Contact:** Mark McRae **Phone:** (801) 479-3177 **Email:** mmcrae@southwebercity.com	South Weber City 1600 E. South Weber Dr, South Weber UT 84405 **Room:** Council Chambers **On-Site Contact:** Mark McRae **Phone:** (801) 479-3177 **Email:** mmcrae@southwebercity.com	**Order Status:** Option **Quote Date:** 06/22/2020 **Sales Person:** Robbie Dalley **Email:** robbie@wearewebb.com

Council Chambers Remodel v2

Chambers - Audio

Quantity	Part Number	Description	Price	Extended	Subtotal
4	AC-C6T	QSC - 6.5" Two-way ceiling speaker, 70/100V transformer with 8ohm bypass, 110 degree conical coverage, includes C-ring and rails for blind mount inst	$92.00	$368.00	$368.00
2	TSC-80tw-G2-BK	QSC - 8.0" Touch Panel with Table Top mounting accessory included.	$1,265.00	$2,530.00	$2,530.00
1	CORE 110f	QSC - Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-genera	$2,300.00	$2,300.00	$2,300.00
1	SL-QSE-110-P	QSC - Q-SYS Core 110 Scripting Engine Software License, Perpetual	$230.00	$230.00	$230.00
1	SL-QUD-110-P	QSC - Q-SYS Core 110 UCI Deployment Software	$115.00	$115.00	$115.00
1	SL-DAN-32-P	QSC - Q-SYS Software-based Dante 32x32 Channel License, Perpetual	$460.00	$460.00	$460.00
19	MX418D/C	Shure - Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10Â´ XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attache	$374.00	$7,106.00	$7,106.00
1	MX418S/C	Shure - Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen, Mute Switch,	$234.25	$234.25	$234.25
1	DN-900R	Denon - DN-900R Network SD and USB Audio Recorder with DANTE 2x2 Interface	$597.50	$597.50	$597.50
4	ANI4IN-BLOCK	Shure - 4-Input Block connectors Mic/Line Dante Audio Network Interface with Mic Logic PEQ and Audio Summing	$556.75	$2,227.00	$2,227.00
8	WQ246225	Wallplate Single XLRf	$28.75	$230.00	$230.00
1	SPA2-60	QSC - 1/2 RU 2 Channel amplifier / Stereo operation 60 watts into 8ohm & 4ohm	$402.50	$402.50	$402.50
1	SPA4-100	QSC - 1/2 RU 4 Channel amplifier / Multichannel Operation 100 watts into 8ohm & 4ohm, Bridged pair operation 200 watts into 8ohm & 4ohm	$661.25	$661.25	$661.25

Chambers - Audio Total: $17,461.50

Chambers - Video

Quantity	Part Number	Description	Price	Extended	Subtotal
1	75UT640S0UA	LG 75" UHD Commercial TV	$2,102.50	$2,102.50	$2,102.50
1	XTM1U	Chief - Micro-Adjust Tilt Wall Mount X-Large	$243.50	$243.50	$243.50
1	BMD-SWATEMTVSTU/HD	BMD - ATEM Television Studio HD	$915.50	$915.50	$915.50
1	BMD-BDLKWEBPTR	BMD - Web Presenter	$455.50	$455.50	$455.50
1	BMD-CONVNTRM/YA/SMTPN	BMD - Teranex Mini - Smart Panel	$78.25	$78.25	$78.25
1	BMD-CONVNTRM/YA/RSH	BMD Teranex Mini - Rack Shelf	$78.25	$78.25	$78.25
1	DD-HX	DD - MD-HX: HDMI/SDI Cross Converter w/ Scaling & Frame Rate Conversion	$271.50	$271.50	$271.50
1	WQ402981	Wallplate HDMI With Pigtail	$19.75	$19.75	$19.75
2	535-2000-243	Vaddio - THIN PROFILE WALL MOUNT SONY/PANA	$104.25	$208.50	$208.50
2	SRG-120DS	Sony SRG-120DS - Conference camera - PTZ - color - 2.1 MP - 1920 x 1080	$1,574.50	$3,149.00	$3,149.00
4	B4-HD-1.5	Binary™ B4 Series 4K Ultra HD High Speed HDMI® Cable with Ethernet - 1.5m (5 ft)	$7.75	$31.00	$31.00
1	DuetE-WP	Visionary Solutions A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in	$1,144.25	$1,144.25	$1,144.25
1	Duet Decoder	Visionary Solutions A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall fu	$914.25	$914.25	$914.25
1	X4x00 Rackmount	Visionary Solutions Rackmount Kit for up to 3 PacketAV Duet Encoder / Decoder & E4100 / D4100	$46.00	$46.00	$46.00
3	D4100	Visionary Solutions A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall fu	$684.25	$2,052.75	$2,052.75
1	U22-160-DP	Hall Research USB 2.0 over UTP Extender Decora Wall Plate with 2-Port Hub	$153.25	$153.25	$153.25
8	VS228H-P	Asus VS228H-P 21.5" LED LCD Monitor - 16:9 - 5 ms - Adjustable Display Angle - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 50,000,000:1 - Full HD - HDMI - VGA -	$149.99	$1,199.92	$1,199.92
1	HD-DA8-4KZ-E	CSTRN - 1:8 HDMIA Distribution Amplifier w/4K60 4:4:4 & HDR Support	$575.00	$575.00	$575.00
4	B4-HD-2	Binary™ B4 Series 4K Ultra HD High Speed HDMI® Cable with Ethernet - 2m (6.5 ft)	$10.75	$43.00	$43.00
4	B4-HD-3	Binary™ B4 Series 4K Ultra HD High Speed HDMI® Cable with Ethernet - 3m (10 ft)	$14.00	$56.00	$56.00
4	B4-HD-4	Binary B4-HD-4 4m HDMI 13'	$19.00	$76.00	$76.00
2	CUB-AB-06	6' USB Type A to B Cable	$7.00	$14.00	$14.00

Chambers - Video Total: $13,827.67

Chambers - Rack and Hardware

Quantity	Part Number	Description	Price	Extended	Subtotal
1	JL385A#ABA	HPE OfficeConnect 1920S 24G 2SFP PoE+ 370W Switch - 24 Ports - Manageable	$473.00	$473.00	$473.00

Chambers - Rack and Hardware Continued

Quantity	Part Number	Description	Price	Extended	Subtotal
1	JG11-15A-WEBB	JuiceGoose Power Distribution Center with 11 Outlets and 15 Amp Capacity	$89.75	$89.75	$89.75
500	CAT6P-BLK	Commercial Grade Cat6 Plenium, Black (per ft)	$0.47	$235.00	$235.00
150	222-WH	Commercial Grade Wire 22/2 White (per ft)	$0.14	$21.00	$21.00
750	162-PL-BLK	Commercial Grade Wire 16/2 Black Plenium (per ft)	$0.34	$255.00	$255.00
1	SD6-BB-100	Canare L-5CFW HD-SDI / SMPTE 424M RG6 BNC Cable - 100 Foot Black	$127.99	$127.99	$127.99
1	SD6-BB-50	Canare L-5CFW HD-SDI / SMPTE 424M RG6 BNC	$85.37	$85.37	$85.37
4	WB-100-PS-6	WattBox® Power Strip - 6 Outlets	$12.99	$51.96	$51.96
1	MiscCable	Misc Cable and Hardware	$250.00	$250.00	$250.00
1	FREIGHT	Shipping / Freight Charges	$250.00	$250.00	$250.00

Chambers - Rack and Hardware Total: $1,839.07

Overflow / Boardroom

Quantity	Part Number	Description	Price	Extended	Subtotal
2	AC-C6T	QSC - 6.5" Two-way ceiling speaker, 70/100V transformer with 8ohm bypass, 110 degree conical coverage, includes C-ring and rails for blind mount inst	$92.00	$184.00	$184.00
1	WCP-1	QSC - Wall Control Plate with Rotary Potentiometer	$79.50	$79.50	$79.50

Overflow / Boardroom Total: $263.50

City Offices

Quantity	Part Number	Description	Price	Extended	Subtotal
2	AC-C6T	QSC - 6.5" Two-way ceiling speaker, 70/100V transformer with 8ohm bypass, 110 degree conical coverage, includes C-ring and rails for blind mount inst	$92.00	$184.00	$184.00
1	WCP-1	QSC - Wall Control Plate with Rotary Potentiometer	$79.50	$79.50	$79.50

City Offices Total: $263.50

Labor

Quantity	Talent	Task	Subtotal
1	Integration - Programming Labor - IH		$3,000.00
Chambers - Audio			
2	Integration - Labor	Install Speakers	$450.00
2	Integration - Labor	Floor Boxes and Dias Mic Connections	$600.00
Chambers - Video			
2	Integration - Labor	Pull Cable	$300.00
2	Integration - Labor	Camera and Video Wall Plates	$750.00

Labor Continued

Quantity	Talent	Task	Subtotal
2	Integration - Labor	Hang Monitor	$300.00
Chambers - Rack and Hardware			
1	Integration - Labor	Rack Setup	$300.00
Overflow / Boardroom			
2	Integration - Labor	Install Speakers	$300.00
City Offices			
2	Integration - Labor	Install Speakers	$300.00

Labor Total: $6,300.00

Sales Total:	$33,655.24
Labor:	$6,300.00
Job Total:	**$39,955.24**

Signature as Acceptance of Proposal and Terms:	Print Name:	Acceptance Date:

WEBB

Terms & Conditions

This agreement is entered into by the above-listed Client(s) and Webb Integrations. Client's signature represents acknowledgment and agreement to abide by the Sale Terms and Conditions

GENERAL CONDITIONS
The client agrees to purchase the equipment and services specified from Webb Integrations, Inc. 1420 S 4800 W, Ste D, Salt Lake City, UT 84104. A quote is not confirmed until an agreement is signed, accepted and payment terms have been approved by Webb Integration, Inc. The client agrees to pay the aforementioned fees and or labor/technical services for the entire term specified.

PRODUCT SALE TERMS & FEES.
The sale terms and fees for equipment and services shall be stated in advance. Client(s) agree to pay the full grand total amount including any and all additions and revisions. Equipment fees and Technical services are subject to change without notice and shall apply to each order placed. In the event of non-payment of technical services, equipment sales, and/or consumable items and/or damage charges, the client agrees to pay any collection cost incurred to collect the amount due including attorney fees and court costs. Overdue invoices are subject to late fees and interest in the amount of one and one-half percent (1.5%) per month or the maximum legal rate, whichever is lower. Checks and payments should be made payable to Webb Integration, Inc.

EQUIPMENT OPERATION.
The client agrees they are entirely responsible for knowing how to operate and configure all equipment purchased. Webb Integration installation charges and programming fees, if any covers only Webb Integration's technician(s) properly setting up, connecting, configuring, and interfacing with existing systems as outlined in the scope of work as approved by the client.

EQUIPMENT FAILURE.
In the event of equipment failure, Webb Integration agrees to provide technical support and repair service for normal wear and tear for the period of one year from the date of installation, subject to standard manufacturers warranty policies. The client agrees to immediately discontinue any attempted use of the equipment and agrees to notify Webb Integration of the problem. Webb Integration agrees in their discretion to troubleshoot and make the equipment operable within a reasonable time, within business hours and/or provide the client with loaner equipment if available.

DISCLAIMER.
You agree that you have selected the equipment based upon your own judgment and knowledge and are aware of possible malfunctions, which are inherent in the operation of such equipment. You assume all risks inherent in the operation and the use of the equipment. You agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold us harmless from and hereby release us from any and all claims for damage of any kind resulting from the use, operation or possession of the equipment except as the result of Webb Integration sole negligence or willful act. We shall not be responsible for: (a) any personal injury, (b) property damage, (c) any incidental or consequential damages including the loss of anticipatory profits, (d) any loss or alteration of data of equipment supplied by you, or (e) the compatibility, unsuitability or incapacity of operating software to perform with any applications installed and used by you.

CONTRACT.
This contact is non-transferable to any other party or renter without permission from Webb Integration. Webb Integration reserves the right to terminate this agree at any time and retake possession of the equipment. This document represents our entire contract and there are no collateral, oral or any other agreements outstanding. None of our agreements may be changed unless signed by an officer for Webb Integration, Inc. and made a part of this contract.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH AND ANY DISPUTE BETWEEN WEBB Integration AND CLIENT ARISING OUT OF OR RELATED TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE SHALL BE RESOLVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. ANY SUIT OR ACTION OF A PARTY HERETO AS PLAINTIFF AGAINST THE OTHER PARTY HERETO SHALL BE INSTITUTED IN A COURT OF COMPETENT JURISDICTION IN THE CITY OF SALT LAKE CITY, UTAH.

Hello

Creativity is contagious.
Pass it on.

WEBB + SOUTH WEBER

05.2020

WEBB
INTEGRATION

Who We Are

We are client-centric, detail oriented, and passionate about everything AV.

Our Story

WEBB started as a small family business in 1955 with just a handful of employees. Over the years, we have designed, installed and provided services for thousands of A/V systems all across Utah. Still a family-owned business, we stake our name and reputation on honesty, professionalism, and dedication to our clients.

We specialize in the integration and support for our corporate, education, hospitality, medical, and government clients across Utah. We have a massive in-house inventory of equipment and provide top of the line products for purchase, rental, and installation. We offer thousands of products from audio and video systems to network services and conferencing solutions. Because we use these products every day, we know first-hand what brands and specific products perform best in every situation.

Our Values

WE DO THE RIGHT THING. ALWAYS.
We value honesty and integrity above all else. We listen. We care. We serve. We do what is best for our clients and the company. We treat people fairly and we hold each other accountable.

BE OPEN. BE REAL.
We communicate and we listen. We speak up and make time for crucial conversations. We engage respectfully and with kindness. We communicate with the intention of preserving our integrity.

WE ARE RESOURCE WISE.
We are wise with our money and our client's money. We practice responsibility with our resources. We believe in social responsibility and we practice sustainability in how we conduct business.

WE ARE DREAMERS AND DOERS.
We support each other's dreams and we help each other achieve them. We support work/life balance and care about the well-being of our employees. Each of us has a voice, and deserves to be heard.

WE DIDN'T STAY UP ALL NIGHT TO BE MEDIOCRE.
We work at our maximum potential. We give our best every single time. We work smart and hard.

WE SAY IT. WE DO IT.
We see our commitments. We set goals and we follow through. We take ownership in everything that we do.

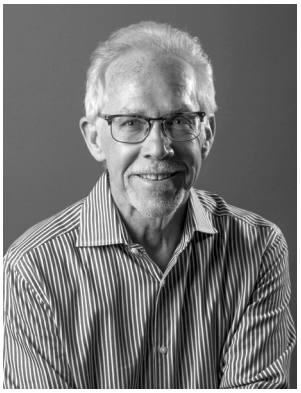
WE ARE A TEAM.
We win by working together. Everyone does their part, and we share in successes and failures. We seek respect not attention. All parts make the whole, and each one of us is valued and important.

WE CREATE.
We work to inspire each other to unlock our creativity. Creativity is endless.

WE FACE CHALLENGES WITH OPTIMISM.
We commit to our goals and we accomplish them with a positive attitude. We focus on solutions rather than limitations.

WE ARE CONFIDENT, YET TEACHABLE.
We respect others point of view and we check egos at the door. We learn from each other. We are open to growth.

Our Team



STEVE WEBB
President

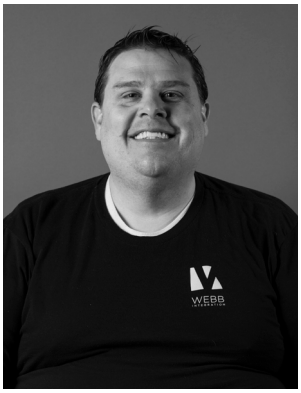
SCOTT WEBB
Vice President

MELANIE ROBINSON
Chief Executive Officer

MARCELO RODRIGUEZ
Integration Manager

ROBBIE DALLEY, MPC, CTS
Sales Engineer

RYAN WILLIAMS
Sales Engineer



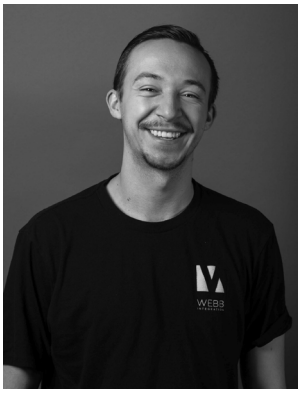
CHRIS WEBB, CTS
Sales

CORY STEWART
Project Manager

TYLER ALLAN
Technology Specialist

ALFONSO PALACIOS
Technician

JUSTIN FRENCH
Technician



ANTHONY BARONE
Technician

Our Partners

CRESTRON
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LUXUL

Our Clients

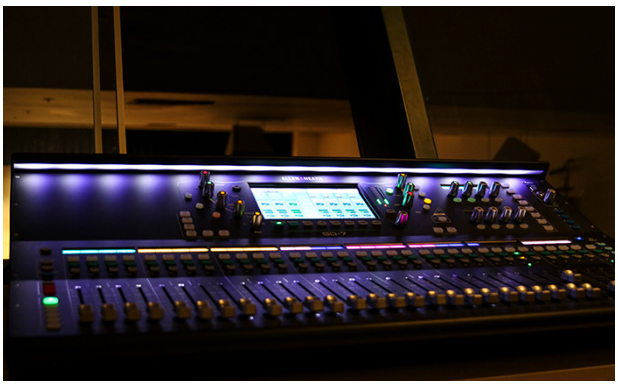
Adobe®
DISCOVER®
Intermountain Healthcare
dōTERRA®
LifeVantage®
DOMO
DRAPER CITY
SALT LAKE COUNTY
ARUP®

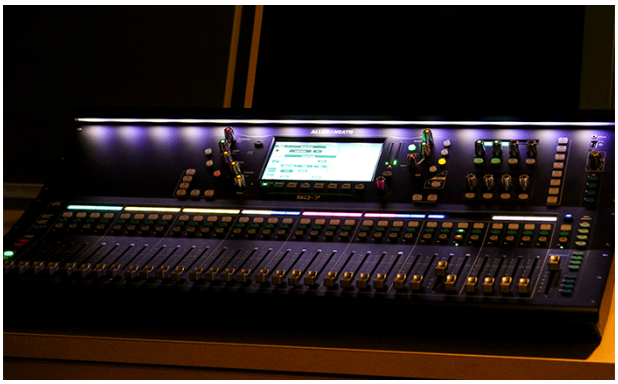
Folio

This is just a snapshot of our work. Over the years, we have designed, installed and provided services for thousands of A/V systems all across Utah.

Eastmont Middle School

We gave the Eastmont Middle School Auditorium an upgrade by transitioning their outdated analog audio and video systems to a brand-new digital configuration. We also created automated preset modes for their new system to allow them to use it entirely without needing a designated audio tech to run the system from a control booth.



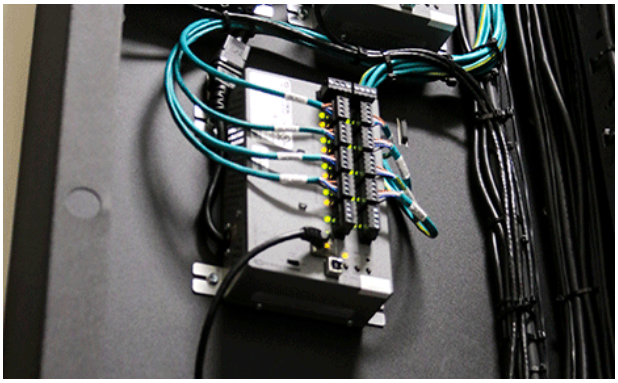


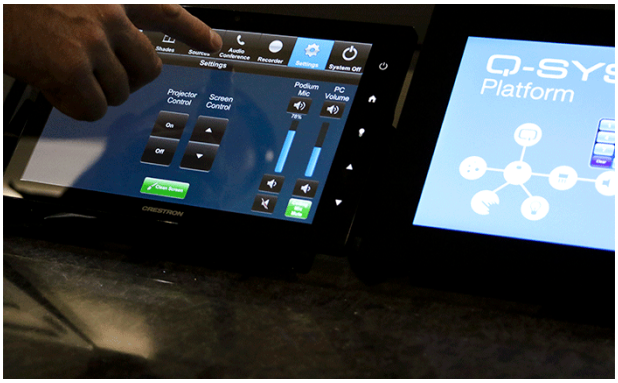
CLIENT	COMPLETED	LOCATION	INSTALLED
Canyons School District	October 2019	Eastmont Middle School	Audio System Control System Video System

ARUP

The Madsen Room is one of our most extensive ‘single-room solution’ projects to date. The room itself is set with seating for 250 people and features fully automated lighting and shade control. It is complete with “Room Mode,” a single button control option that allows users to set or adjust any room to any desired state for any type of meeting. This room also features a video conference setup that supports all the latest soft-codes services.

The room is equipped with the following capabilities - Full Video Matrix System (any source to any of the four in-room displays), Two 8000 Lumens Laser Projectors, Custom Podium/ Lectern by Sound-Craft, VOIP Audio Conferencing Services, Video Conferencing Services that Support all Soft-Codec Service Option, Three Ceiling-Mounted Full PTZ Production Quality Cameras & Video Recording System, Streaming Media Processor for Online Meeting Capabilities, Ability to Record Audio with Microphones that Cover the Entire Room, and Control Room in the Back for More Advanced Room Control Options.

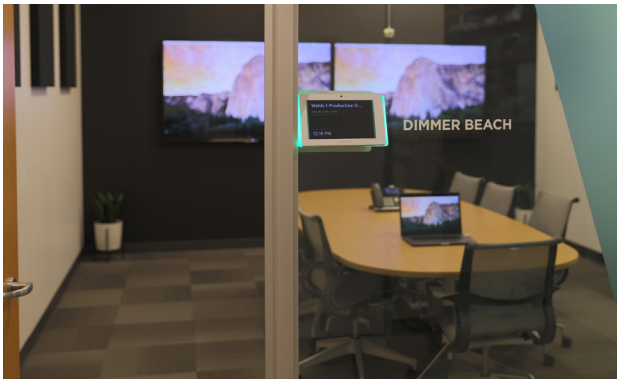


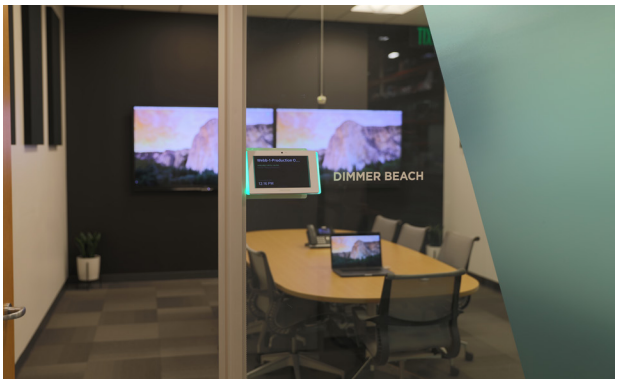


CLIENT	COMPLETED	LOCATION	INSTALLED
ARUP	August 2019	Madsen Room	Audio System Automation System Conferencing System Control System Network System Video System

WEBB HQ

We integrated conference rooms, huddle spaces, and training rooms at the new WEBB headquarters with the latest technology and equipment.





CLIENT	COMPLETED	LOCATION	INSTALLED
WEBB	July 2018	WEBB HQ	Audio System Automation System Conferencing System Control System Network System Paging System Security System Video System

Reliable Controls Corporation

We integrated systems at Reliable Controls to create a seamless and intuitive conferencing experience for their Utah office.

CLIENT	COMPLETED	LOCATION	INSTALLED
Reliable Controls Corporation	May 2019	Reliable Controls Utah Office	Audio System Conferencing System Control System Video System

Provo City Power

Our integration at Provo Power empowered their office with the technology and tools to work together efficiently and serve their clients better than ever.

CLIENT	COMPLETED	LOCATION	INSTALLED
Provo City Power	January 2017	The Provo Power Building	Audio System Automation System Conferencing System Control System Network System Video System

Our Proposal

We are excited to share our ideas for this project with you.

Our Proposal

WEBB is please to present our proposal for your Council Chambers along with attached spec sheets for the suggested equipment. Our proposal includes replacement of all existing equipment related to the audio system and updates to your existing video system. We have worked hard to bring all of your wish list items to this project in a cost effective manner.

Costs

Line item breakdown of costs

Webb - Integration and Sales
1420 South 4800 West Ste D
Salt Lake City, UT 84104
Ph: (801) 484-8567

Integration Quote
Revision #
Printed: 6/23/2020

Bill to: South Weber City	**Delivery Address:**	**Job # 213424**
South Weber City 1600 E. South Weber Dr, South Weber, UT 84405 **Contact:** Mark McRae **Phone:** (801) 479-3177 **Email:** mmcrae@southwebercity.com	South Weber City 1600 E. South Weber Dr, South Weber UT 84405 **Room:** Council Chambers **On-Site Contact:** Mark McRae **Phone:** (801) 479-3177 **Email:** mmcrae@southwebercity.com	**Order Status:** Option **Quote Date:** 06/22/2020 **Sales Person:** Robbie Dalley **Email:** robbie@wearewebb.com

Council Chambers Remodel v2

Chambers - Audio

Quantity	Part Number	Description	Price	Extended	Subtotal
4	AC-C6T	QSC - 6.5" Two-way ceiling speaker, 70/100V transformer with 8ohm bypass, 110 degree conical coverage, includes C-ring and rails for blind mount inst	$92.00	$368.00	$368.00
2	TSC-80tw-G2-BK	QSC - 8.0" Touch Panel with Table Top mounting accessory included.	$1,265.00	$2,530.00	$2,530.00
1	CORE 110f	QSC - Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-genera	$2,300.00	$2,300.00	$2,300.00
1	SL-QSE-110-P	QSC - Q-SYS Core 110 Scripting Engine Software License, Perpetual	$230.00	$230.00	$230.00
1	SL-QUD-110-P	QSC - Q-SYS Core 110 UCI Deployment Software	$115.00	$115.00	$115.00
1	SL-DAN-32-P	QSC - Q-SYS Software-based Dante 32x32 Channel License, Perpetual	$460.00	$460.00	$460.00
8	MX418D/C	Shure - Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10Â´ XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attache	$374.00	$2,992.00	$2,992.00
1	MX418S/C	Shure - Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen, Mute Switch,	$234.25	$234.25	$234.25
1	DN-900R	Denon - DN-900R Network SD and USB Audio Recorder with DANTE 2x2 Interface	$597.50	$597.50	$597.50
4	ANI4IN-BLOCK	Shure - 4-Input Block connectors Mic/Line Dante Audio Network Interface with Mic Logic PEQ and Audio Summing	$556.75	$2,227.00	$2,227.00
8	WQ246225	Wallplate Single XLRf	$28.75	$230.00	$230.00
1	SPA2-60	QSC - 1/2 RU 2 Channel amplifier / Stereo operation 60 watts into 8ohm & 4ohm	$402.50	$402.50	$402.50
1	SPA4-100	QSC - 1/2 RU 4 Channel amplifier / Multichannel Operation 100 watts into 8ohm & 4ohm, Bridged pair operation 200 watts into 8ohm & 4ohm	$661.25	$661.25	$661.25

Chambers - Audio Total: $13,347.50

Chambers - Video

Quantity	Part Number	Description	Price	Extended	Subtotal
1	BMD-SWATEMTVSTU/HD	BMD - ATEM Television Studio HD	$915.50	$915.50	$915.50
1	BMD-BDLKWEBPTR	BMD - Web Presenter	$455.50	$455.50	$455.50
1	BMD-CONVNTRM/YA/SMTPN	BMD - Teranex Mini - Smart Panel	$78.25	$78.25	$78.25
1	BMD-CONVNTRM/YA/RSH	BMD Teranex Mini - Rack Shelf	$78.25	$78.25	$78.25
1	DD-HX	DD - MD-HX: HDMI/SDI Cross Converter w/ Scaling & Frame Rate Conversion	$271.50	$271.50	$271.50
1	WQ402981	Wallplate HDMI With Pigtail	$19.75	$19.75	$19.75
2	535-2000-243	Vaddio - THIN PROFILE WALL MOUNT SONY/PANA	$104.25	$208.50	$208.50
2	SRG-120DS	Sony SRG-120DS - Conference camera - PTZ - color - 2.1 MP - 1920 x 1080	$1,574.50	$3,149.00	$3,149.00
4	B4-HD-1.5	Binary™ B4 Series 4K Ultra HD High Speed HDMI® Cable with Ethernet - 1.5m (5 ft)	$7.75	$31.00	$31.00
1	DuetE-WP	Visionary Solutions A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in	$1,144.25	$1,144.25	$1,144.25
1	Duet Decoder	Visionary Solutions A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall fu	$914.25	$914.25	$914.25
1	X4x00 Rackmount	Visionary Solutions Rackmount Kit for up to 3 PacketAV Duet Encoder / Decoder & E4100 / D4100	$46.00	$46.00	$46.00
3	D4100	Visionary Solutions A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall fu	$684.25	$2,052.75	$2,052.75
1	U22-160-DP	Hall Research USB 2.0 over UTP Extender Decora Wall Plate with 2-Port Hub	$153.25	$153.25	$153.25
8	VS228H-P	Asus VS228H-P 21.5" LED LCD Monitor - 16:9 - 5 ms - Adjustable Display Angle - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 50,000,000:1 - Full HD - HDMI - VGA -	$149.99	$1,199.92	$1,199.92
1	HD-DA8-4KZ-E	CSTRN - 1:8 HDMIA Distribution Amplifier w/4K60 4:4:4 & HDR Support	$575.00	$575.00	$575.00
4	B4-HD-2	Binary™ B4 Series 4K Ultra HD High Speed HDMI® Cable with Ethernet - 2m (6.5 ft)	$10.75	$43.00	$43.00
4	B4-HD-3	Binary™ B4 Series 4K Ultra HD High Speed HDMI® Cable with Ethernet - 3m (10 ft)	$14.00	$56.00	$56.00
4	B4-HD-4	Binary B4-HD-4 4m HDMI 13'	$19.00	$76.00	$76.00
2	CUB-AB-06	6' USB Type A to B Cable	$7.00	$14.00	$14.00

Chambers - Video Total: $11,481.67

Chambers - Rack and Hardware

Quantity	Part Number	Description	Price	Extended	Subtotal
1	CFR-8-16	Middle Atlantic CFR Series Rack, CFR-8-16 16" D X	$230.75	$230.75	$230.75
1	JL385A#ABA	HPE OfficeConnect 1920S 24G 2SFP PoE+ 370W Switch - 24 Ports - Manageable	$473.00	$473.00	$473.00
1	JG11-15A-WEBB	JuiceGoose Power Distribution Center with 11 Outlets and 15 Amp Capacity	$89.75	$89.75	$89.75

Chambers - Rack and Hardware Continued

Quantity	Part Number	Description	Price	Extended	Subtotal
500	CAT6P-BLK	Commercial Grade Cat6 Plenium, Black (per ft)	$0.47	$235.00	$235.00
150	222-WH	Commercial Grade Wire 22/2 White (per ft)	$0.14	$21.00	$21.00
750	162-PL-BLK	Commercial Grade Wire 16/2 Black Plenium (per ft)	$0.34	$255.00	$255.00
1	SD6-BB-100	Canare L-5CFW HD-SDI / SMPTE 424M RG6 BNC Cable - 100 Foot Black	$127.99	$127.99	$127.99
1	SD6-BB-50	Canare L-5CFW HD-SDI / SMPTE 424M RG6 BNC	$85.37	$85.37	$85.37
4	WB-100-PS-6	WattBox® Power Strip - 6 Outlets	$12.99	$51.96	$51.96
1	MiscCable	Misc Cable and Hardware	$250.00	$250.00	$250.00
1	FREIGHT	Shipping / Freight Charges	$250.00	$250.00	$250.00

Chambers - Rack and Hardware Total: $2,069.82

Overflow / Boardroom

Quantity	Part Number	Description	Price	Extended	Subtotal
2	AC-C6T	QSC - 6.5" Two-way ceiling speaker, 70/100V transformer with 8ohm bypass, 110 degree conical coverage, includes C-ring and rails for blind mount inst	$92.00	$184.00	$184.00
1	WCP-1	QSC - Wall Control Plate with Rotary Potentiometer	$79.50	$79.50	$79.50

Overflow / Boardroom Total: $263.50

City Offices

Quantity	Part Number	Description	Price	Extended	Subtotal
2	AC-C6T	QSC - 6.5" Two-way ceiling speaker, 70/100V transformer with 8ohm bypass, 110 degree conical coverage, includes C-ring and rails for blind mount inst	$92.00	$184.00	$184.00
1	WCP-1	QSC - Wall Control Plate with Rotary Potentiometer	$79.50	$79.50	$79.50

City Offices Total: $263.50

Labor

Quantity	Talent	Task	Subtotal
1	Integration - Programming Labor - IH		$3,000.00
Chambers - Audio			
2	Integration - Labor	Floor Boxes and Dias Mic Connections	$600.00
2	Integration - Labor	Install Speakers	$450.00
Chambers - Video			
2	Integration - Labor	Camera and Video Wall Plates	$750.00
2	Integration - Labor	Pull Cable	$300.00
Chambers - Rack and Hardware			
1	Integration - Labor	Rack Setup	$300.00

Labor Continued

Quantity	Talent	Task	Subtotal
Overflow / Boardroom			
2	Integration - Labor	Install Speakers	$300.00
City Offices			
2	Integration - Labor	Install Speakers	$300.00

Labor Total: $6,000.00

Sales Total:	$27,425.99
Labor:	$6,000.00
Job Total:	**$33,425.99**

Signature as Acceptance of Proposal and Terms:	Print Name:	Acceptance Date:

WEBB

Terms & Conditions

This agreement is entered into by the above-listed Client(s) and Webb Integrations. Client's signature represents acknowledgment and agreement to abide by the Sale Terms and Conditions

GENERAL CONDITIONS
The client agrees to purchase the equipment and services specified from Webb Integrations, Inc. 1420 S 4800 W, Ste D, Salt Lake City, UT 84104. A quote is not confirmed until an agreement is signed, accepted and payment terms have been approved by Webb Integration, Inc. The client agrees to pay the aforementioned fees and or labor/technical services for the entire term specified.

PRODUCT SALE TERMS & FEES.
The sale terms and fees for equipment and services shall be stated in advance. Client(s) agree to pay the full grand total amount including any and all additions and revisions. Equipment fees and Technical services are subject to change without notice and shall apply to each order placed. In the event of non-payment of technical services, equipment sales, and/or consumable items and/or damage charges, the client agrees to pay any collection cost incurred to collect the amount due including attorney fees and court costs. Overdue invoices are subject to late fees and interest in the amount of one and one-half percent (1.5%) per month or the maximum legal rate, whichever is lower. Checks and payments should be made payable to Webb Integration, Inc.

EQUIPMENT OPERATION.
The client agrees they are entirely responsible for knowing how to operate and configure all equipment purchased. Webb Integration installation charges and programming fees, if any covers only Webb Integration's technician(s) properly setting up, connecting, configuring, and interfacing with existing systems as outlined in the scope of work as approved by the client.

EQUIPMENT FAILURE.
In the event of equipment failure, Webb Integration agrees to provide technical support and repair service for normal wear and tear for the period of one year from the date of installation, subject to standard manufacturers warranty policies. The client agrees to immediately discontinue any attempted use of the equipment and agrees to notify Webb Integration of the problem. Webb Integration agrees in their discretion to troubleshoot and make the equipment operable within a reasonable time, within business hours and/or provide the client with loaner equipment if available.

DISCLAIMER.
You agree that you have selected the equipment based upon your own judgment and knowledge and are aware of possible malfunctions, which are inherent in the operation of such equipment. You assume all risks inherent in the operation and the use of the equipment. You agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold us harmless from and hereby release us from any and all claims for damage of any kind resulting from the use, operation or possession of the equipment except as the result of Webb Integration sole negligence or willful act. We shall not be responsible for: (a) any personal injury, (b) property damage, (c) any incidental or consequential damages including the loss of anticipatory profits, (d) any loss or alteration of data of equipment supplied by you, or (e) the compatibility, unsuitability or incapacity of operating software to perform with any applications installed and used by you.

CONTRACT.
This contact is non-transferable to any other party or renter without permission from Webb Integration. Webb Integration reserves the right to terminate this agree at any time and retake possession of the equipment. This document represents our entire contract and there are no collateral, oral or any other agreements outstanding. None of our agreements may be changed unless signed by an officer for Webb Integration, Inc. and made a part of this contract.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH AND ANY DISPUTE BETWEEN WEBB Integration AND CLIENT ARISING OUT OF OR RELATED TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE SHALL BE RESOLVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. ANY SUIT OR ACTION OF A PARTY HERETO AS PLAINTIFF AGAINST THE OTHER PARTY HERETO SHALL BE INSTITUTED IN A COURT OF COMPETENT JURISDICTION IN THE CITY OF SALT LAKE CITY, UTAH.

Specs

Manufacturer Specification sheets

PacketAV™ DUET

Wallplate Encoder

Distribute 4K UHD Video and Dante™/ AES67 over Gigabit Ethernet

The PacketAV DUET Wallplate Encoder is nothing short of a paradigm shift for networked AV. True convergence is finally here; a single platform to support Dante™/AES67 & Video over IP.

Powerful AV Encoding in a convenient, Wallplate form-factor.

- **One LAN Port** for POE Power, Dante™/AES67, 4K UHD Video, and Control
- Dante™/AES67 Audio Embedding and De-embedding
- USB over IP (KVM), RS232 over IP, IR over IP
- Easy installation in a wall, floor, or lectern
- Mounts into standard 2 gang US & UK back boxes
- Mounts into standard Decora style wallplates
- Enterprise Level Security – AES Encryption, 802.1x, HTTPS, SSH
- Ultra-low Latency (visually lossless video)
- HDMI 2.0 and HDCP 2.2 Compliant
- High Dynamic Range (HDR)
- Adjustable Video Bitrate

Convenience, Power, Options

The Packet AV DUET Wallplate Encoder can be easily mounted in a wall, lectern, or floor box using a standard 2-gang US & UK back box, and connected to power and Ethernet using only a single category cable.

Integrate 4K UHD video over IP into your Dante™ enabled audio network and bypass the constraints of traditional switch matrix systems by harnessing the flexibility and scalability of converged IP networks.

This is video for audio professionals.

VISIONARY SOLUTIONS
NETWORK AV SOLUTIONS

2060 Alameda Padre Serra, Suite 100
Santa Barbara, CA 93103
805-845-8900

vsicam.com

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Specifications subject to change without notice.

PacketAV™ DUET

Wallplate Encoder

Distribute 4K UHD Video and Dante™/ AES67 over Gigabit Ethernet

Benefits

- Single Network for AV and IT
- Any Number and Combination of Inputs/Outputs
- Scalable / Unlimited Distribution
- Seamless Fast Switching
- Rapid Deployment
- No Fiber or 10 Gigabit Switch Required

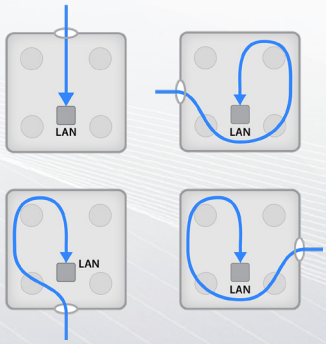
Applications

- In-Room Magnification / Image Magnification
- Commercial & Residential AV Systems
- Sports Bars
- Retail
- Live Venues
- Stadiums
- Reception Areas
- Classroom/Education
- Digital Signage
- Luxury Transport
- Boardroom Systems
- Collaborative PC Systems
- Command & Control Rooms
- Courtrooms

Fits conveniently into a 2-gang US or UK back box with no modification

Low Heat / Power: Natural convection via vent openings on front, sides, and top

45 Degree Ethernet connector allows easy access from any side of electrical boxes while providing bend radius relief for category cable.



VISIONARY SOLUTIONS
NETWORK AV SOLUTIONS

Visionary Solutions, Inc. sets the industry standard for high-quality audio and video transport over IP networks, and has been developing IPTV technologies for over a decade. Visionary is known for solid performance of embedded appliances, system-level understanding and customer-focused problem solving.

PACKETAV™ E4100 Encoder • D4100 Decoder

4K UHD Over IP Network - Encoder • Decoder

Visionary Solutions 4K UHD over IP cinema quality, ultra-low latency (~1 frame - visually lossless), encoder and decoder bypass the constraints of traditional switch matrix systems by harnessing the flexibility and scalability of converged IP networks.

- Distribute 4K video over Gigabit Ethernet Network
- Unlimited Distribution
- Low-Cost network switches are used
- No fiber or 10 Gigabit switch required
- Any number and combination of inputs/outputs
- Standard network cabling (CAT5e/6)
- Utilize existing network resources
- Rapid deployment
- Single network for AV and IT

How It Works

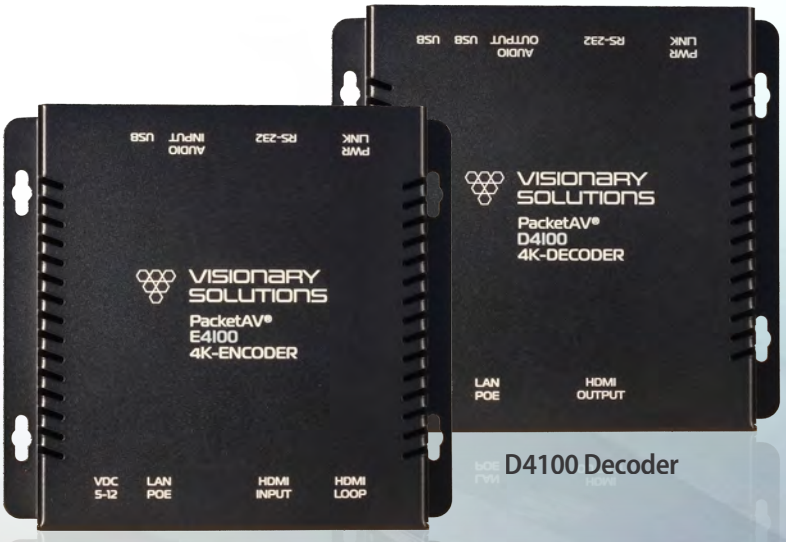
An encoder is connected to an AV source signal (HDMI), (camera, media player, PC or Server, BluRay or digital signage player).

The signal is converted into a packetized network stream that's compatible with off-the-shelf IGMP enabled Gigabit Ethernet (GbE) switches (Jumbo Frames enabled).

Using existing Cat5e/6 infrastructure, users can connect Cat5e/6 to any decoder anywhere on the same GbE network.

The decoder takes the IP packets received over Cat5e/6 cables, converts them back into an HDMI signal connecting directly to a display, delivering visually lossless video along with RS232 controls.

Any signal from any encoder can be sent to any combination of decoders on the network. The signals can easily be controlled with the software provided to create different outputs on the display side; including video wall or matrix switching.



D4100 Decoder

E4100 Encoder

- In Room Magnification / Image Magnification
- Commercial & Residential AV systems
- Sports bars
- Retail
- Live venues
- Stadiums
- Reception areas
- Classroom/Education
- Digital Signage
- Luxury Transport
- Boardroom systems
- Collaborative PC systems
- Command & Control Rooms
- Courtrooms

Visionary Solutions, Inc.
Network AV Solutions

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vsicam.com

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Specifications subject to change without notice.

PACKETAV™ E4100 Encoder • D4100 Decoder

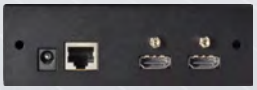
4K UHD Over IP Network - Encoder • Decoder

Features

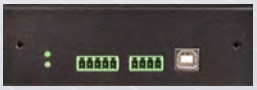
- **HDMI over IP -** Transport 4K Ultra-High-Definition (UHD) 2160p60 (4:2:0) / 2160p30 (4:4:4) over Gigabit Ethernet Networks
- **High Dynamic Range (HDR)**
- **Point-to-Point, Point-to-Multipoint, and Multipoint-to-Multipoint capable**
- **Auto Video Scaler -** 4K in /1080P out, 1080P in /4K out
- **Audio embedding and de-embedding** - supports digital and stereo analog audio
- **HDMI 2.0 and HDCP 2.2 Compliant**
- **Adjustable bitrate -** 10 - 200 Mbps or Auto (850Mbps max)
- **POE**
- **Scalable**
  - Extensible AV Distribution - escape traditional fixed matrix limits
  - Expand the video matrix by adding encoders or decoders
  - Allows for practically any combination of inputs and outputs
- **Matrix and Built in Video Wall functions**
  - A Single platform to support distributed displays and Video Walls; without separate expensive video wall processors & controllers
  - Enhanced Video Wall functionality - supports video rotation 180/270 degrees
  - Easily Create Video Walls using normal commodity displays
  - Built-in processor that allows you to build up to a 8x16 Video Wall
- **Seamless Fast Switching -** tearing free, no black screen, no frame lock
- **Control -** A Control System lets you select what content is displayed - 3rd Party Control Drivers (QSC, Symetrix, Crestron, AMX, etc.) *API providing access to the full range of features on the encoders and decoders offered to qualified System Integrators.
- **RS232 over IP** - control any device with an RS232 interface
- **USB 2.0 over IP** - control practically any remotely located device using USB devices and interfaces. Also supports KVM over IP.

Specifications	E4100	D4100
Size	123/147mm(w/Flange)(W) x 132mm(L) x 40mm(H), 370g	
Ethernet Port	POE, UTP/STP 1000 Mbps (8K Jumbo Frame required)	
Protocol	IP, UDP, TCP, ICMP, IGMP	
HDMI Port*	19 pin type A female	
RS232 Port	Phoenix Euro Block 3.81mm pitch - 5 pins	
DC Jack (Power)	ψ2.0/DC5V, 2A	
Audio Jack (Line In/Out)	Phoenix Euro Block 3.81mm pitch - 4 pins	
USB Port	Type-B USB2.0	Type-A USB2.0
LAN Bandwidth	850Mbps max. for each source	
Max. Supported Timing	2160p@60fps	
Max. Distance	120M (UTP) between 2 devices (Encoder/Decoder/Ether Switch)	
Built-in Output Scaler		Downscale to 1/2 Upscale from horizontal pixels < = 1920
Latency	~1 frame ~ 17ms at 60 fps, ~33m at 30fps	
Video Wall		Up to 8 x16 display Image rotatation (180/270°) Accurate frame gap compensation Tearing free
USB Redirection	KM over IP: dedicated for KVM application, USB over IP: support any kind of USB HID devices	
HDMI Audio Redirection	2 Ch LPCM 8 Ch LPCM 5.1 Ch NLPCM 7.1 Ch NLPCM	
HDMI Audio Extraction	2 Ch LPCM (32KHz~96KHz)	
Stereo Audio Redirection	LINE IN (switch off HDMI audio)	LINE OUT
RS232 Redirection	Transparent binary data transmission	
HDMI 3D Support	HDMI 2.0 3D: TnB, SbS, F.P.	
Compression Technology	JPEG2000 based visually lossless video compression algorithm	
Certificate	CE/FCC	
Compliance	HDMI 2.0/HDCP 2.2/RoHS	
Operating Temperature	0~70°C	
Operating Humidity	10~85% RH (no condensation)	
Storage Temperature	-10~80°C	
Storage Humidity	5~95% RH (no condensation)	

E4100 Encoder



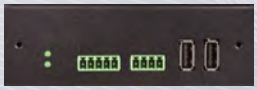
VDC 5-12 | LAN POE | HDMI INPUT | HDMI LOOP



PWR LINK | RS232 | AUDIO INPUT | USB

D4100 Decoder

VDC 5-12 | LAN POE | HDMI OUTPUT



PWR LINK | RS232 | AUDIO OUTPUT | USB

Visionary Solutions, Inc.
Network AV Solutions

Visionary Solutions, Inc. sets the industry standard for high-quality video transport over IP networks, and has been developing IPTV technologies for over a decade. Visionary is known for solid performance of embedded appliances, system-level understanding and customer-focused problem solving.

PACKETAV™ DUET Encoder • Decoder

Distribute 4K UHD Video and Dante™/ AES67 over Gigabit Ethernet

It's here: Video for Dante™ - Visionary Solutions brings the power of Dante™ / AES67 enabled connectivity to video. For Installed AV professionals, the impact of Dante™/ AES67 connectivity has been a game-changer, enabling fast, easy, and economical digital networking of multi-channel audio over IP.

Wouldn't it be great if there was a Dante™/ AES67 solution for video?

Introducing PacketAV DUET from Visionary Solutions.
The perfect marriage of Audio and Video over IP.

- Enterprise Level Security – AES Encryption, 802.1x, HTTPS, SSH
- Ultra-low Latency (visually lossless video)
- HDMI 2.0 and HDCP 2.2 Compliant
- USB over IP (KVM) and RS232 over IP
- Dante™ Audio Embedding and De-embedding
- HDMI Loop Through
- Built in Video Wall Functions
- Adjustable Video Bitrate
- Auto Video Scaler
- POE

This Really Does Change Everything

PacketAV DUET is nothing short of a paradigm shift for networked AV.

True convergence is finally here; a single platform to support Dante™/ AES67 & Video over IP.

Integrate 4K UHD video over IP into your Dante™ enabled audio network and bypass the constraints of traditional switch matrix systems by harnessing the flexibility and scalability of converged IP networks.

This is video for audio professionals.

- In-Room Magnification / Image Magnification
- Commercial & Residential AV Systems
- Sports Bars
- Retail
- Live Venues
- Stadiums
- Reception Areas
- Classroom/Education
- Digital Signage
- Luxury Transport
- Boardroom Systems
- Collaborative PC Systems
- Command & Control Rooms
- Courtrooms

Visionary Solutions, Inc.
Network AV Solutions

2060 Alameda Padre Serra, Suite 100
Santa Barbara, CA 93103
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vsicam.com

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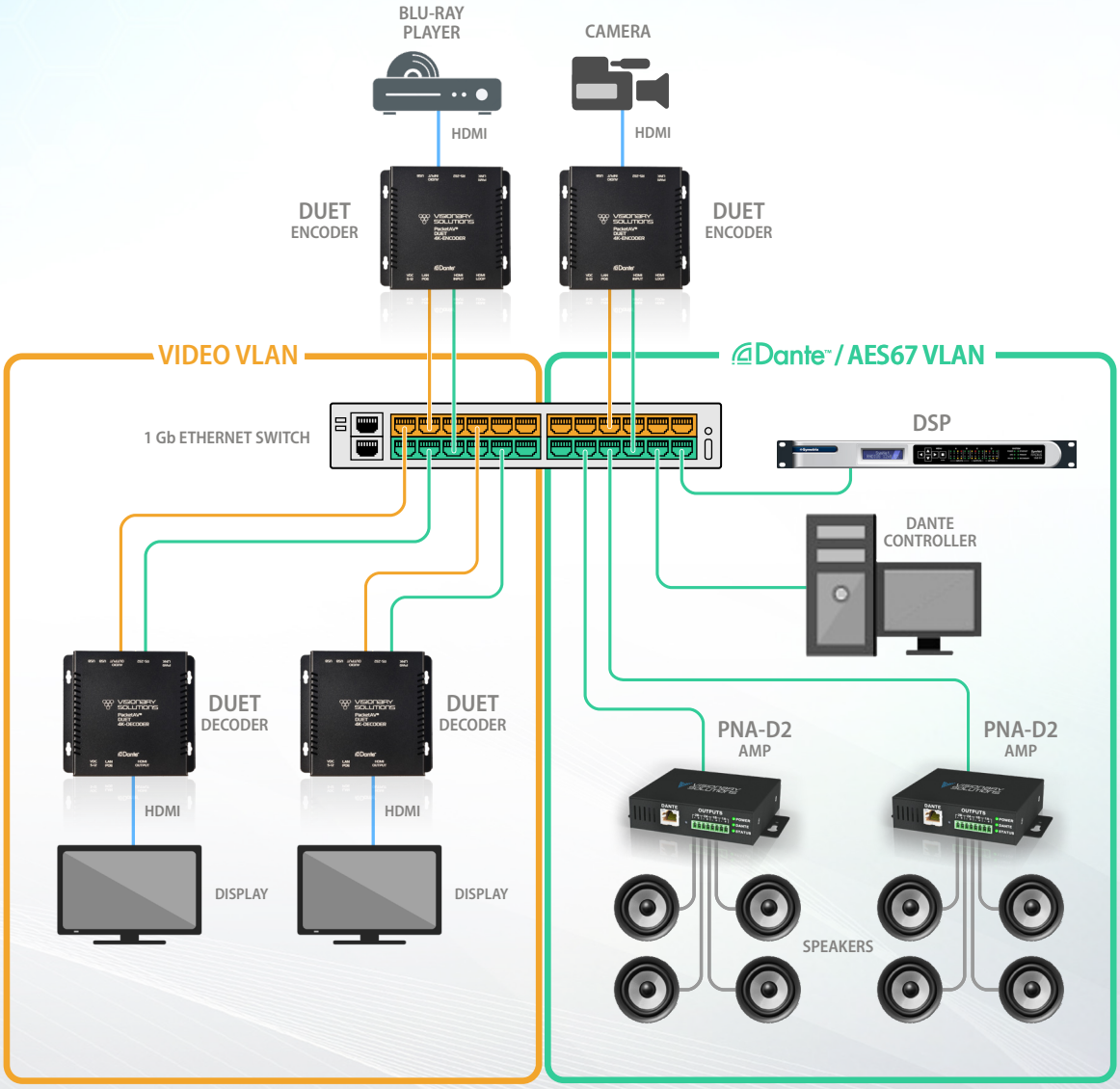
PACKETAV™ DUET Encoder • Decoder

Distribute 4K UHD Video and Dante™/AES67 over Gigabit Ethernet

Benefits

- Single Network for AV and IT
- Any Number and Combination of Inputs/Outputs
- Scalable / Unlimited Distribution
- Seamless Fast Switching
- Rapid Deployment
- No Fiber or 10 Gigabit Switch Required



DUET Encoder

VDC 5-12 | LAN POE | HDMI INPUT | HDMI LOOP | PWR LINK | RS232 | AUDIO INPUT | USB

DUET Decoder

VDC 5-12 | LAN POE | HDMI OUTPUT | PWR LINK | RS232 | AUDIO OUTPUT | USB

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SONY

SRG Series

Full-HD PTZ Remote Camera

Exmor View-DR Full HD 1080

SRG-300SE

SRG-300SE

SRG-300H

SRG-300H

SRG-360SHE

SRG-120DS

SRG-120DH

SRG-120DU

Sony is expanding its renowned Pan/Tilt/Zoom camera family with the introduction of its new SRG Series cameras. The SRG-360SHE and SRG-120DS are new PTZ camera models in the SRG line-up. These cameras achieve superb picture quality utilizing Sony's latest imaging technology and 1080/60p resolution, and deliver reliability with field-proven operability.
The SRG-360SHE is a desktop or ceiling-mountable remote camera with an amazingly high 30x optical zoom capability. The SRG-120DS is a desktop remote camera with 12x optical zoom and an exceptional 71-degree horizontal viewing angle. These cameras are ideal for a range of applications including lecture capture, telemedicine, remote shooting, and video conferencing applications.

Superb full-HD 1080/60p video with high picture quality

SRG Series cameras provide superior picture quality by incorporating a sophisticated 1/2.8-type Exmor CMOS image sensor. They provide smooth, crisply detailed, full-HD (1920 x 1080/60p) images with extremely low noise. High frame rate (60 fps) operation ensures smoother, more fluid reproduction of moving subjects.
In addition, outstanding View-DR™ technology expands the dynamic range for clear images under harsh backlighting with extremes of light and dark in the same scene. XDNR™ technology reduces image noise for crisp reproduction of still and moving objects in poorly illuminated rooms.

Without View-DR function

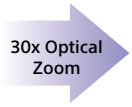
With View-DR function

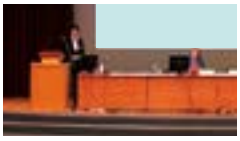
* Simulated images

Powerful optical zoom and wide viewing angle

The SRG-360SHE, SRG-300SE, and SRG-300H provide up to a 30x optical zoom capability and 12x digital zoom for frame-filling close-ups with every detail seen clearly. Responsive autofocus ensures that images stay clear and sharp, even at high zooming settings. And the SRG-120DS, SRG-120DH, and SRG-120DU provide up to a 12x optical zoom capability and 12x digital zoom.
In addition, a wide horizontal viewing angle maximizes effectiveness in the boardroom, particularly when there are many participants. These cameras are ideal for large meeting rooms and auditoriums.
The SRG-360SHE, SRG-300SE, and SRG-300H support a horizontal viewing angle of 65 degrees, and the SRG-120DS, SRG-120DH, and SRG-120DU support 71 degrees.

Wide-end




Tele-end

* Simulated images

VISCA-over-IP

SRG Series cameras can be controlled via the VISCA™ protocol over IP connections.
They are also compatible with Sony's RM-IP10 IP Remote Controller to enable comfortable pan, tilt, and zoom operation with an optical three-axis joystick.
In addition, you can control up to 112 cameras over IP connections by using five remote controllers.

Enhanced audio quality with equalizer and auto lip-sync function

Providing great intelligibility, the SRG-360SHE enhances stereo audio from a connected stereo microphone (optional) or line inputs by using the onboard equalizer and auto level control. Unwanted signal delays between audio and video are compensated for by the auto lip-sync function. The SRG-300SE is equipped with two-way monaural audio input interfaces: an external LINE input and a MIC input.*

* The LINE and MIC are selectable.

Series Comparison

	3G-SDI	HDMI	IP Streaming	IP Control	USB 3.0	Desktop mountable	Ceiling mountable
SRG-360SHE	Yes	Yes	Yes	Yes	No	Yes	Yes
SRG-300SE	Yes	No	Yes	Yes	No	Yes	Yes
SRG-300H	No	Yes	No	Yes	No	Yes	Yes
SRG-120DS	Yes	No	No	Yes	No	Yes	No
SRG-120DH	No	Yes	No	Yes	No	Yes	No
SRG-120DU	No	No	No	Yes	Yes	Yes	No

Enhanced PTZ operation

The SRG-360SHE can be operated with quiet and rapid motion to the target position over a wide pan/tilt angle range because of its powerful direct-drive motor.
This PTZ 'synchronization' capability enables professional-looking transitions with smooth coordinated camera motion. The pan/tilt speed can be set to 'Slow' for precise tracking, and a sequence of camera positions can be stored and recalled as a preset 'Trace'.

PoE+ for flexible powering options

For installation simplicity and flexibility, the SRG-360SHE supports a PoE+ (Power-over-Ethernet) capability that carries IP video/audio control and power over a single connection cable.

Simultaneous transmission of 3G-SDI, HDMI, and IP H.264 full-HD video

The SRG-360SHE supports triple streaming outputs. This camera can simultaneously output 1080/60p baseband video through 3G-SDI, HDMI, and a H.264-compressed video/audio stream via IP. This triple streaming capability makes the camera ideal for webcasting, viewing and simultaneously recording conferences, lectures, seminars, and other live events.

Up to 256 camera preset positions*

The SRG-360SHE and SRG-300SE support up to 256 camera preset positions using a plug-in free viewer and ActiveX viewer.
The SRG-300H, SRG-120DS, SRG-120DH, and SRG-120DU also support up to 16 camera preset positions. And six positions can be controlled via a supplied IR remote commander unit.

* Position numbers from 17 to 256 are stored only in PTZF.

SRG-360SHE

Simply connect with a variety of interfaces

For easy operability, you can connect SRG-120 Series cameras to a computer using a broad range of interfaces. The SRG-120DS is equipped with the following interfaces: 3G-SDI, SRG-120DH with HDMI, and SRG-120DU with USB 3.0.
The SRG-120DU provides a super-speed data transfer capability of up to 5 Gbps via USB 3.0 to transfer uncompressed video signals at 1080/60p resolution.

Other features

High sensitivity

Minimum illumination is 1.4 lx with the SRG-360SHE, SRG-300SE, and SRG-300H and 1.8 lx with the SRG-120DS, SRG-120DH, and SRG-120DU. This superb sensitivity enables image capture in low light environments.

Compact and stylish body

Their all-in-one compact and lightweight design makes these cameras easy to install in a variety of locations.

Quick and silent P/T/Z

SRG Series cameras feature fast and silent pan, tilt, and zoom capabilities. This is ideal for use in noise-restricted environments such as houses of worship, classrooms, and meeting rooms.

Optional accessory

RM-IP10: IP Remote Controller

- Comfortable P/T/Z operation with the optical three-axis joystick
- Versatile camera adjustment by simple panel operation
- Up to 112 camera units can be controlled from one remote control unit
- Up to 16 camera positions can be preset and recalled

Specifications

	SRG-360SHE	SRG-300SE	SRG-300H	SRG-120DS	SRG-120DH	SRG-120DU
Camera						
Image Sensor	1/2.8 Exmor CMOS					
Effective Pixels	Approx. 2.1 Megapixels					
Lens	30x Optical/12x Digital Zoom Lens Focal Length: f=4.3 mm (wide) to 129 mm (tele) Focal Length F: F1.6 to 4.7			12x Optical/12x Digital Zoom Lens Focal Length - 3.9 mm (wide) to 46.8 mm (tele) Focal Length F: F1.8 to 2.0		
Minimum Object Distance	10 mm (wide end) / 1200 mm (tele end)			10 mm (wide end) / 1500 mm (tele end)		
Auto Exposure	Auto, Manual, Priority, AE (shutter, iris), Exposure Compensation, Blight					
Shutter Speed	1/1 to 1/10000 sec (59.94 Hz system), 1/1 to 1/10000 sec (50 Hz system)					
Gain	Auto/Manual (0 to +43 db)					
White Balance	Auto, Indoor, Outdoor, One-push auto, ATW, Manual					
Pan Angle/Speed	Angle: ± 170 degrees, Speed: 60 degrees/sec	Angle: ± 170 degrees, Speed: 100 degrees/sec		Angle: ± 100 degrees, Speed: 300 degrees/sec		
Tilt Angle/Speed	Angle: +90 degrees / -30 degrees, Speed: 60 degrees/sec	Angle: +90 degrees / -20 degrees, Speed: 90 degrees/sec		Angle: ± 25 degrees, Speed: 126 degrees/sec		
Horizontal Viewing Angle	65 degrees (wide)			71 degrees (wide)		
Digital Zoom	12 x					
Preset Positions	256 - Position number 17 to 256 are stored as PTZF only		16 presets			
Focus System	Auto/Manual					
Sync System	INT					
Wide Dynamic Range	Yes (View-DR)					
Interface						
Camera Control Interface	VISCA protocol with built-in IP control					
	RS-422 Serial Interface (RJ-45)	RS-422 Serial Interface	Camera Control Interface: RJ-45 / RS-232C / RS-422	Camera Control Interface: RJ-45 / RS-232C		
Audio Input	MIC/Line x2 (selectable)	MIC (mini) x1, Line (RCA) x1	No			
IP streaming	Yes (RTSP)	Yes (RTSP)	No			
Audio embedded	Yes (3G-SDI, HDMI, IP)	Yes (IP)	No			
Video Output						
Minimum Illumination	1.4 lx (50 IRE, F1.6, 30 fps)			1.8 lx (50 IRE, F1.8, 30 fps)		
S/N Ratio	50 dB					
Video Output	3G-SDI / HDMI	3G-SDI (HD-SDI compatible)	HDMI	3G-SDI (HD-SDI compatible)	HDMI	HD USB 3.0
Signal System	1080/59.94p (A/B), 50p (A/B) 1080/59.94i, 50i 720/59.94p, 50p	1080/59.94p (A/B), 50p (A/B), 29.97p, 25p 1080/59.94i, 50i 720/59.94p, 50p, 29.97p, 25p	1080/59.94p, 50p, 29.97p, 25p 1080/59.94i, 50i 720/59.94p, 50p, 29.97p, 25p	1080/59.94p (A/B), 50p (A/B), 29.97p, 25p 1080/59.94i, 50i 720/59.94p, 50p.29.97p, 25p	1080/59.94p, 50p, 29.97p, 25p 1080/59.94i, 50i 720/59.94p, 50p.29.97p, 25p	1080/59.54p, 50p, 29.87p, 25p - 720/59.94p, 50p, 29.97p, 25p
General						
Dimensions (W x H x D)	159 x 187.5 x 200.5 mm (6 3/8 x 7 1/2 x 8 inches)	157 x 164 x 163 mm (6 1/4 x 6 1/2 x 6 1/2 inches)		153 x 156 x 153 mm (6 1/8 x 6 1/4 x 6 1/8 inches)		
Mass	Approx. 2.1 kg (4 lb 10 oz)	Approx. 1.4 kg (3 lb 1.4 oz)		Approx. 1.45 kg (3 lb 3.1 oz)		
Power Requirements	DC 12V (DC 10.8 V to 13.2V)					
PoE	PoE+	No				
Power Consumption	Max 30 W	16.8 W				
Operating Temperature	0°C to 40°C / 32°F to 104°F					
Storage Temperature	-20°C to +60°C / -4°F to 140°F					
Supplied accessories	IR remote commander (1), AC power adaptor (1), Ceiling bracket (2), Wire rope (1), HDMI cable retainer (1), Screw M3 x 8 (9), Screw M2.6 x 6 (1)	AC power adaptor (1), AC power cable (1) Ceiling bracket (2), RS-422 connector plug (1) Wire rope (1), Screw M3 x 8 (8)	AC power adaptor (1) AC power cable (1) IR remote commander unit (1) CD-ROM (Operating instructions) (1) RS-422 connector plug (1) Ceiling bracket (2) Wire rope (1) Screw M3 × 8 (8)	AC power adaptor (1) AC power cable (1) IR remote commander unit (1) *Presets x 16 when controlled via VISCA. Presets x 6 when using the supplied IR remote commander. Operating instructions (1)	AC power adaptor (1) AC power cable (1) IR remote commander unit (1) *Presets x 16 when controlled via VISCA. Presets x 6 when using the supplied IR remote commander. CD-ROM (Operating instructions) (1)	AC power adaptor (1) AC power cable (1) IR remote commander unit (1) *Presets x 16 when controlled via VISCA. Presets x 6 when using the supplied IR remote commander. Operating instructions (1)

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MK20088V1YIT16JAN

ATEM Television Studio HD

ATEM Television Studio HD is the first production switcher designed for both broadcasters and AV professionals. It includes 4 SDI and 4 HDMI inputs with re-sync on all inputs so you can use it with broadcast or consumer cameras. ATEM Television Studio HD is packed with high end features and is perfect for live production, episodic television programming, web shows, AV or even live coverage of gaming competitions! Simply plug in cameras, game consoles or computers and start switching live!

$995

Connections

Total Video Inputs
8

Total Outputs
8

Total Aux Outputs
1

SDI Rates
270Mb, 1.5G, 3G.

Total Audio Inputs
2 x XLR.

Total Audio Outputs
1 x Headphone.

Timecode Connection
None.

SDI Video Inputs
4 x 10-bit SD/HD switchable. 2 channel embedded audio.

HDMI Video Inputs
4 x HDMI type A, 10-bit SD/HD switchable. 2 channel embedded audio.

Reference Inputs
Tri-Sync or Black Burst.

Video Input Re-Sync
On all 8 inputs.

SDI Program Outputs
5 x 10-bit SD/HD switchable.

HDMI Program Outputs
None.

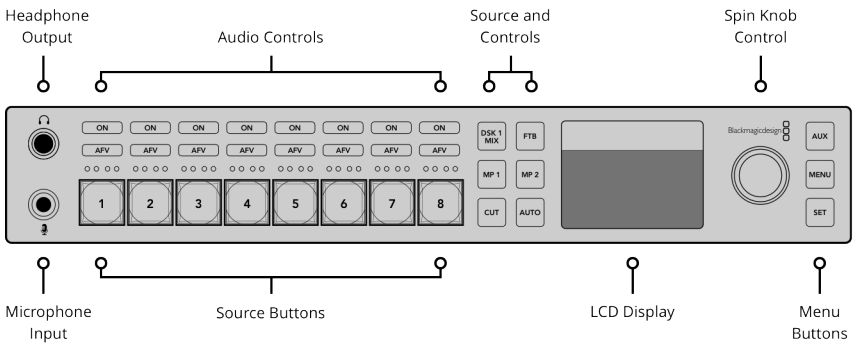
SDI Audio Outputs
2 Ch embedded into SDI output.

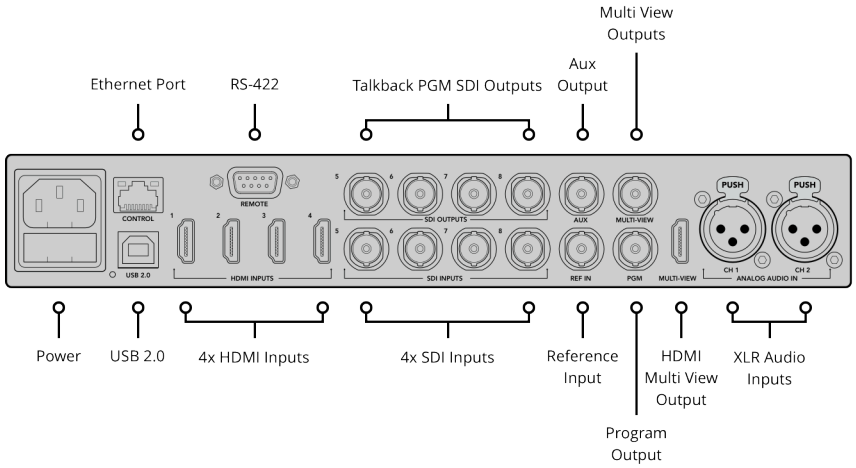
Total Multi Views
1

SDI Multi View Outputs
1

HDMI Multi View Outputs
1

Computer Outputs
None.





Standards

SD Video Standards
525i59.94 NTSC 4:3 or 16:9, 625i50 PAL 4:3 or 16:9

HD Video Standards
720p50, 720p59.94
1080p23.98, 1080p24, 1080p25, 1080p29.97, 1080p50, 1080p59.94, 1080i50, 1080i59.94

Ultra HD Video Standards
None.

SDI Compliance
SMPTE 259M, 292M and 424M.

Video Sampling
4:2:2 10-bit

Color Precision
4:2:2 10-bit

Color Space
4:2:2 YUV

HDMI Input Resolutions for Computers
720 x 480i 59.94Hz, 720 x 576i 50Hz, 1280 x 720p 59.94Hz 50Hz and 1920 x 1080p 23.98, 24, 25, 29.97,30, 50, 59.94 and 1920 x1080i 50 and 59.94Hz 60Hz.

Colorspace Conversion
Hardware based real time.

Processing Delay
6 Lines.

Audio Mixer
10 input x 2 channel mixer.
Selectable On/Off/Audio-Follow-Video.
Level and Peak metering.
Master gain control. Headphone output level control with separate mix of Program, Talkback and Sidetone.

Product Specifics

Upstream Keyers
1

Downstream Keyers
2

Chroma Keyers
1

Linear/Luma Keyers
3

Talkback Support
Built in, uses aviation headset.

Mix Minus Support
Yes, on 4 camera PGM outputs.

Transition Keyer (Stinger/DVE)
DVE only.

Total Number of Layers
5

Pattern Generators
2

Color Generators
2

DVE with 3D Borders & Drop Shadow
1

Interface
Minimum monitor resolution of 1366 x 768.

Number of Windows
1 x 10

Routable Windows
8 routable and 2 fixed for Program and Preview.

Tally
Red for program and green for preview indication.

Tally Output
Added via ethernet connection to Blackmagic Design GPI and Tally Interface product. (Not included.)

Windows Source Labels
Yes

Multi View Monitoring

Multi View Monitoring
1 x 10 Views.

Multi View Video Standard
HD

Media Player

Media Players
2, with non volatile flash memory.

Channels
Fill and key for each Media Player.

Media Pool Still Image Capacity
20 with fill and key.

Media Pool Clip Capacity
None.

Media Player Clip Length in 720 HD
None.

Media Player Clip Length in 1080 HD
None.

Media Player Clip Length in Ultra HD
None.

Media Pool Still Image Format
PNG, TGA, BMP, GIF, JPEG and TIFF.

Media Pool Video File Format
None.

Media Pool Audio File Format
None.

Control

Control Panel
Built in control panel. Software control panel included. Supports optional broadcast panel.

Control Panel Connection
Ethernet supports 10/100/1000 BaseT. Allows direct connection between panel and chassis, or via network. Also used for updating the software.

Control Panel Compatibilty
Includes ATEM Software Control Panel. Also compatible with ATEM 1 M/E Broadcast Panel and ATEM 2 M/E Broadcast Panel.

Control Panel Included
ATEM Software Control Panel included free for Mac 10.10 Yosemite, Mac 10.11 El Capitan or later and Windows 8.1 64-bit or Windows 10 64-bit.

Software

Software Updates
Using USB connection directly connected to Mac or Windows computers. Includes ATEM Setup Utility

Configuration
Set via ATEM Software Control Panel, excluding ATEM chassis IP address which is set via the ATEM Setup Utility connected via USB to chassis.

Operating Systems

Mac 10.14 Mojave,
Mac 10.15 Catalina or later.

Windows 8.1 and 10.

Power Requirements

Power Supply
1 x internal 100 – 240V AC

Power Usage
40W

Physical Specifications

Environmental Specifications

Operating Temperature:
5° C to 40° C (41° - 104°F)

Storage Temperature:
-10° to 60° C (14° to 140° F)

Relative Humidity:
0% to 90% non-condensing

What's Included

ATEM Television Studio HD

SD card with software and manual

Warranty

12 Months Limited Manufacturer's Warranty.

Repair policy

Warranty details can be found in the ATEM Switchers Operation Manual in the support page at www.blackmagicdesign.com.

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Blackmagic Design Authorized Reseller

Blackmagic Web Presenter

Blackmagic Web Presenter makes any SDI or HDMI video source appear as a USB webcam for higher quality web streaming using software such as Skype or streaming platforms such as YouTube Live, Facebook Live, Twitch.tv, Periscope and more! Blackmagic Web Presenter includes 12G-SDI and HDMI inputs, XLR microphone input, HiFi audio input, Teranex quality down conversion and a 2 input live switcher when used with the optional Teranex Mini Smart Panel.

$495

Connections

SDI Video Inputs
1

SDI Video Outputs
1x program out, 1x loop out.

SDI Rates
270Mb, 1.5G, 3G, 6G, 12G

HDMI Video Inputs
1

HDMI Video Outputs
1x loop out

Analog Video Inputs
None

Analog Video Outputs
None

Analog Audio Inputs
1x XLR.2 x RCA HiFi.

Analog Audio Outputs
None

Timecode Connection
None

Reference Input
None

RCA
2 X HiFi Analog audio input

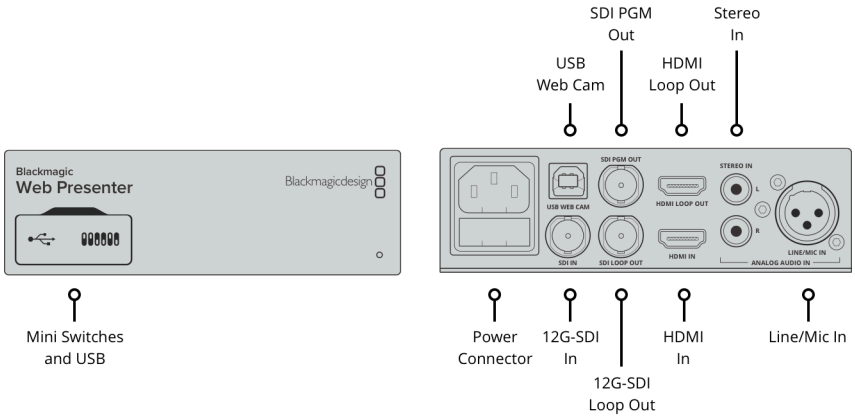
XLR
1 X input supporting both microphone and line levels

USB Webcam
1

HDMI 2.0
1 X Input, 1 X loop out, (2 channel embedded audio)

USB 2.0
1 X Type B

Mini USB
1 X for software updates



Standards

Video Streaming Standards
720p over USB.

HDMI Video Standards

SD Video Standards
525i59.94 NTSC, 625i50 PAL

HD Video Standards
720p50, 720p59.94, 720p60
1080p23.98, 1080p24, 1080p25, 1080p29.97, 1080p30, 1080p50, 1080p59.94, 1080p60
1080i50, 1080i59.94, 1080i60

Ultra HD Video Standards
2160p23.98, 2160p24, 2160p25, 2160p29.97, 2160p30, 2160p50, 2160p59.94, 2160p60

12G SDI Video Standards

SD Video Standards
525i59.94 NTSC, 625i50 PAL

HD Video Standards
720p50, 720p59.94, 720p60
1080p23.98, 1080p24, 1080p25, 1080p29.97, 1080p30, 1080p50, 1080p59.94, 1080p60
1080PsF23.98, 1080PsF24, 1080PsF25, 1080PsF29.97, 1080PsF30
1080i50, 1080i59.94, 1080i60

2K Video Standards
None

Ultra HD Video Standards
2160p23.98, 2160p24, 2160p25, 2160p29.97, 2160p30, 2160p50, 2160p59.94, 2160p60

4K Video Standards
None

Hardware Frame Buffer

Supports any USB UVC and UAC webcam video drivers.

Computer Capture

USB webcam for Mac, Windows, Linux and any operating system that supports 720p HD webcams.

Control

Basic Settings Control
Mini Switches.

Built in Control Panel
None. Supports Teranex Mini Smart Panel with 2.2 inch color display for video preview, audio meters and status.

Optional Front Panel Control
Front mounted Smart Panel with LCD, rotary knob and six settings buttons

Device Control
None

Software

Compatible Services and Software
YouTube Live, Facebook Live, Twitch.tv, Periscope, Skype, Open Broadcaster and XSplit Broadcaster.

Operating Systems

Mac 10.14 Mojave,
Mac 10.15 Catalina or later.

Windows 8.1 and 10.

Chrome OS

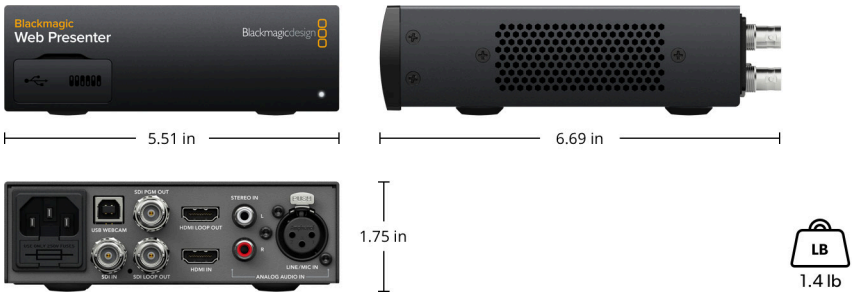
Linux

Power Requirements

Power Supply
1 x Internal 90-240V AC.

Power Consumption
24 watts

Physical Specifications



Environmental Specifications

Operating Temperature:
5° C to 50° C (41° - 122°F)

Storage Temperature:
-20° to 60° C (-4° to 140° F)

Relative Humidity:
0% to 90% non-condensing

What's Included

Web Presenter

SD card with software and manual

Warranty

3 year Limited Manufacturer's
Warranty.

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Blackmagic Design Authorized Reseller

MD-HX

MINIATURE (3G/HD/SD)-SDI / HDMI CROSS CONVERTER with Scaling and Frame Rate Conversion

PRODUCT FEATURES

- Robust Aluminium Case
- Features the following 14 modes:
  1. SDI IN to HDMI and SDI OUT
  2. SDI IN to SDI OUT and HDMI IN to HDMI OUT
  3. SDI IN to SDI OUT and Scaled SDI IN to HDMI OUT
  4. SDI IN to SDI OUT and Scaled HDMI IN to HDMI OUT
  5. HDMI IN to SDI OUT and SDI IN to HDMI OUT
  6. HDMI IN to HDMI and SDI OUT
  7. HDMI IN to SDI OUT and Scaled SDI IN to HDMI OUT
  8. HDMI IN to SDI OUT and Scaled HDMI IN to HDMI OUT
  9. Scaled SDI IN to SDI OUT and SDI IN to HDMI OUT
  10. Scaled SDI IN to SDI OUT and HDMI IN to HDMI OUT
  11. Scaled SDI IN to HDMI and SDI OUT
  12. Scaled HDMI IN to SDI OUT and SDI IN to HDMI OUT
  13. Scaled HDMI IN to SDI OUT and HDMI IN to HDMI OUT
  14. Scaled HDMI IN to HDMI and SDI OUT
- Includes the same Down Up Cross Converter from our multi-award winning MD-DUCC, allowing either the HDMI or SDI input to be scaled and/or frame rate converted to the required standard.
- Includes 4 x (3G/HD/SD)-SDI outputs, that allow it to be used as a 1 to 4 distribution amplifier. Output pair 1 can either be a copy of the SDI input (default) or the same as pair 2.
- The audio pairs in the SDI and HDMI outputs can be rearranged as required.
- The MD-HX is a truly portable converter, that incorporates our new easy to use LCD and button control system. This gives you easy access to all of the amazing features that have been unavailable without a computer until now. The days of having to play with annoying dip switches or having to carry around a computer to change a simple setting are gone.
- This unit also includes:
  - USB port for control and firmware updates
  - Metal Thread Locking DC Power Socket
  - Power Supply, HDMI Cable and USB Cable

SPECIFICATIONS

SDI FORMATS	3G:SMPTE 424M@2.97 and 2.967Gb/s • 1080p@60/59.94/50Hz HD:SMPTE 292M/274M/296M@1.485 and 1.435Gb/s • 1080i@60/59.94/50Hz • 1080p/psf@30/29.97/25/24/23.98Hz • 720p@60/59.94/50/30/29.97/25/24/23.98Hz SD:SMPTE 259M@270Mb/s • 625i50 • 525i59.94	**LCD / BUTTON MENU OPTIONS**	• SDI output source from HDMI IN, SDI IN, Scaler • SDI output 1 is loop • HDMI output type and source from HDMI IN, SDI IN, Scaler • Scaler source, reference, format and Aspect Controls • Audio pair routing for HDMI and SDI output • LCD backlight off time • Back to Status time
INPUTS	• 1 x HDMI input • 1 x (3G/HD/SD)-SDI input	**OUTPUTS**	• 1 x HDMI • 2 x (3G/HD/SD)-SDI Active Loop-through or addition outputs • 2 x (3G/HD/SD)-SDI outputs
POWER	• +5V to +32V DC • Positive Centre Pin	**DIMENSIONS**	79.5mm x 123mm x 29.5mm (3.1” x 4.8” x 1.2”)

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DN-900R

Network SD/USB Audio Recorder with Dante 2 x 2 Interface

Key Features:

- Records to SD/SDHC and USB media in MP3 and WAV (up to 24-bit/96kHz)
- Dual Record feature (records to two media options simultaneously for primary and backup recording)
- Dante™ 2 x 2 network interface for recording and playback
- Relay Record feature (continues recording to backup media when primary media is full)
- File Archiving via FTP (automatic or timed) with 24/7 record feature
- Web Remote for setup and control with password protection

Overview:

Taking its place as Denon Professional's flagship recording product, the DN-900R Dante/Network SD/USB Recorder is designed to meet the needs of the most demanding installations, combining high-quality audio recording with extensive network capabilities. With a powerful feature set and using the most reliable solid-state recording media, the DN-900R enables AV installation professionals to replace traditional recording devices with superior solid-state hardware in the widest range of applications.

Housed in a compact 1U rack-mountable chassis, the DN-900R offers Dante 2-in/2-out network compatibility as well as recording to both reliable SD card (two slots, 512GB ea.) and USB storage media. The unit can be configured for

Specifications:

- Inputs
  - Mic/Line In (2 XLR connectors)
  - Line In (2 RCA connectors)
  - Digital In (1 AES/EBU, 1 S/PDIF)
  - Dante Digital In (RJ-45 Connector)
- Balanced Analog In L/R
  - Type: XLR (1: GND, 2: HOT, 3: COLD)
  - Line Setting Input Level: + 4dbu
  - Maximum Input Level: +24 dBu/+20 dBu/ +18 dBu
  - Input Impedance: 20 kΩ
  - Mic Setting Input Level: -60 to 16 dBu
  - Input Impedance: 5 kΩ
  - EIN: Less than -127 dBu (Rs = 150Ω)
  - CMRR: < 80 dB
- Unbalanced Analog In L/R
  - Type: RCA terminal
  - Input Level: -10 dBV
  - Maximum Input Level: +10 dBV/ +6 dBV/ 4 dBV
  - Input Impedance: 10 kΩ
- Unbalanced Digital In
  - Type: RCA terminal
  - Input Impedance: 75 Ω
  - Standard Input Level: 0.5 Vp - p
  - Format: IEC-60958 (Coaxial)
- Balanced Digital In
  - Type: XLR (1: GND, 2: HOT, 3: COLD)
  - Input Impedance: 110 Ω
  - Standard Input Level: 3.5 Vp - p
  - Format: IEC-60958 (AES/EBU)

‘dual’ simultaneous recording to both formats or ‘relay/cascade’ recording where longer recording times are desirable.

Designed for professional environments, the DN-900R features versatile connectivity including balanced XLR analog audio and AES/EBU digital I/O, as well as unbalanced analog connections and SPDIF.

- Dante Digital In
  - Type: 10/100 Ethernet RJ-45 connector
  - Format: 24 bit; 96, 48, 44.1 kHz sampling rates, uncompressed
- Outputs
  - Balanced Analog Out L/R (XLR)
  - Unbalanced Out L/R (RCA)
  - Balanced Digital Out (AES/EBU)
  - Unbalanced Digital Out (S/PDIF)
  - Headphone Output (1/4” / 6.35mm)
  - Dante Digital Out (RJ-45 connector)
- Balanced Analog Out L/R
  - Type: XLR (1: GND, 2: HOT, 3: COLD)
  - Load Impedance: over 600 Ω
  - Output Level: +4 dBu at 600 Ω load
  - Maximum Output Level: +24 dBu/ +20 dBu/ +18 dBV
- Unbalanced Analog Out
  - Type: RCA terminal
  - Load Impedance: Over 10 kΩ
  - Output Level: -10 dBV
  - Maximum Output Level: +10 dBV/ +6 dBV/ +4 dBV
- Balanced Digital Out
  - Type: XLR (1: GND, 2: HOT, 3: COLD)
  - Output Impedance: 110 Ω
  - Standard Output Level: 3.0 Vp - p
  - Format: IEC-60958 (AES/EBU)
- Unbalanced Digital Out
  - Type: RCA terminal
  - Output Impedance: 75 Ω
  - Standard Output Level: 0.5 Vp - p
  - Format: IEC-60958 (Coaxial)
- Dante Digital Out
  - Type: 10/100 Ethernet RJ-45 connector
  - Format: 24 bit; 96, 48, 44.1 kHz sampling rates, uncompressed
- Dante Network Audio
  - Latency: Less than 1 ms (excluding auxiliary signal paths)
  - Sample Rate: DN-900R uses SRC on its output to Dante to convert recorder sample rates to Dante Network sample rates
  - Sample Bit Depth: 24 bit
- Compatible Media: SD/USB memory/USB HDD
- Headphone Out: ¼” (6.35mm) 20 mW/32 Ω
- Storage
  - Maximum Storage Capacity: Up to 2 TB
  - Maximum File Size: 2 GB
  - Maximum Number of Files: 2000 files (for 1 folder)
  - Maximum Number of Folders: 1000 folders
  - Maximum Number of Folder Hierarchies: 8 (under the root directory)
- File System: FAT16, FAT32, HFS+, exFAT
- File Format Specifications
  - Compatible Media: SD, SDHC, USB memory, USB HDD
  - Extension: WAV, AIFF, AIF
  - Resolution: 16 bit, 24 bit
  - Sampling Frequency: 44.1k, 48k, 96k
- Playable MP3 Format
  - Extension: MP3
  - Bit Rate: 32 - 320 kbps, VBR
  - Sampling Frequency: 44.1k, 48k
- Playable AAC Format
  - Extension: M4A
  - Compression Method: AAC-LC
  - Bit Rate: 64 - 320 kbps, VBR
  - Sampling Frequency: 44.1k, 48k
- Number of Channels: 2 (stereo), 1 (mono)
- Audio Frequency Characteristics: Line / Mic (-16 dBu) (+0.5 dB / -1 dB)
- S/N Ratio: < 89 dB (A-weighted)
- Total Harmonic Distortion: Less than 0.01 %
- Dynamic Range: <106 dB (for 24 bit WAV playback)

- Channel Separation: > -90 dB
- Variable Pitch Width: -16 % to + 16 %
- Variable Trim Adjustment Width: ± 2.0 db
- Power
  - Connection: Standard IEC (switching power supply)
  - Input Voltage: 120V AC, 60Hz (US and Canada models) 230V AC 50/60 Hz (EU, UK, Asia/Pacific models)
  - Power Consumption: 30 W, 0.4 W (standby), 3.4W (network standby)
- Environmental Conditions
  - Operating Temperature: 41 - 95 °F
  - Operating Humidity: 25 - 85 %, non-condensing
  - Storage Temperature: -4 to 140 °F
- Dimensions (width x depth x height):16.92” x 9.48” x 1.68” (430 x 241 x 43mm)
- Weight: 5.7 lbs (2.6 kg)

Middle Atlantic Products

EXCEPTIONAL SUPPORT & PROTECTION™

CFR Series Cabinet Frame Rack

GREENGUARD Children & Schools Indoor Air Quality Certified | c UL us LISTED | RoHS | EIA/TIA Compliant

Designed to provide rackspace in cabinets, credenzas, podiums, lecterns and other pre-built structures

Features

- Low profile design maximizes the amount of useable rackspace
- Features a strong welded frame that allows for pre-loading equipment and transportation to the installation site
- Available in 16″, 18″, 20″ and 23″ depths
- Available in 8 to 16 space useable racking height
- Comes standard with two adjustable front to rear lacing bars for cable dressing or mounting accessories
- Rackrail features offset cable tie area which keeps the rack to a slim 19-1/4″ width

CFR-14-18

Architects and Engineers' Specifications

EIA compliant 19″ cabinet frame rack shall be Middle Atlantic Products model #CFR- __-__ (refer to chart). Overall dimensions shall be 19.25″ W x __″ H with a useable depth of __″ (refer to drawing). Rack shall have a weight capacity of 250 lbs. Rack shall have __ rackspaces (refer to chart). Rack shall be constructed of the following materials: top and bottom shall be 16-gauge steel, rackrail shall be constructed of 11-gauge steel with tapped 10-32 mounting holes in universal EIA spacing. Rack shall be finished in a durable black powdercoat. Rack shall include two adjustable side mounted horizontal lacing bars for enhanced cable management. Cabinet frame rack shall be UL listed in the US and Canada. Cabinet frame rack shall be GREENGUARD Gold Certified. Cabinet frame rack shall be RoHS EU Directive 2002/95/EC compliant. Cabinet frame rack shall be manufactured by an ISO 9001 and ISO 14001 registered company. Cabinet frame rack shall be warrantied to be free from defects in material or workmanship under normal use and conditions for the lifetime of the product.

OPTIONS

- Runner kit shall be 5-RSXX (XX=useable depth), and shall add 1/4″ to the overall height.

96-01102 / rev. b / 1-14-16 / Cabinet Frame Rack

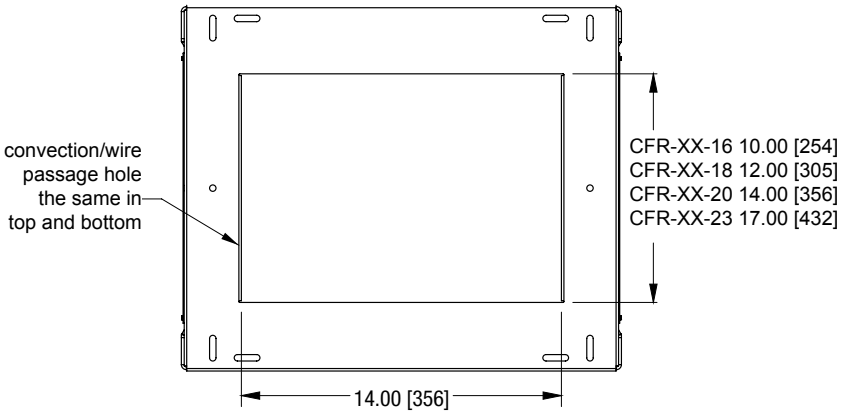
CUSTOMIZABLE SPECIFICATION CLIPS AVAILABLE AT MIDDLEATLANTIC.COM

US: New Jersey • California • Illinois • Voice: 973-839-1011 Fax: 973-839-1976 • middleatlantic.com
Canada: Ontario • British Columbia • Voice: 613-836-2501 Fax: 613-836-2690 • middleatlantic.ca

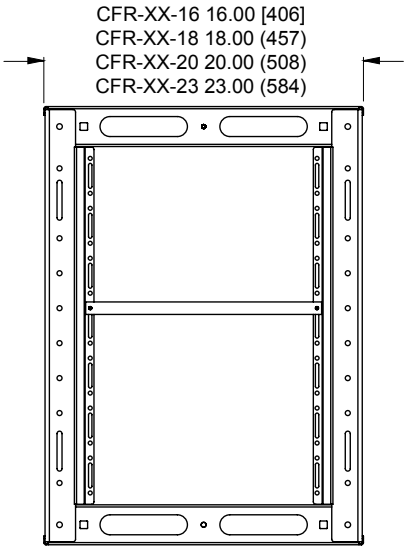
Cabinet Frame Rack basic dimensions

All dimensions in inches unless otherwise noted [All dimensions in brackets are in millimeters]

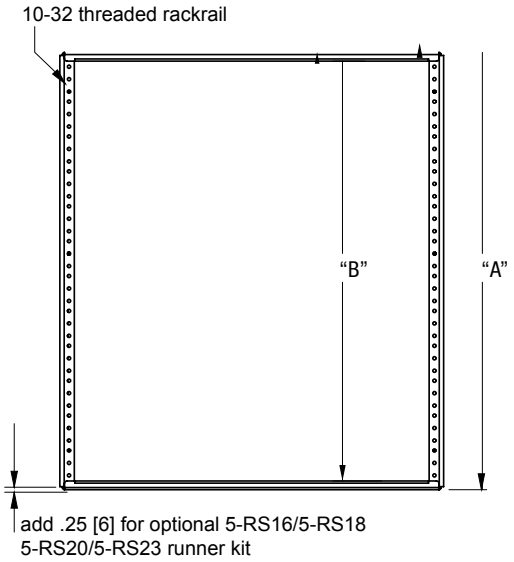
TOP VIEW



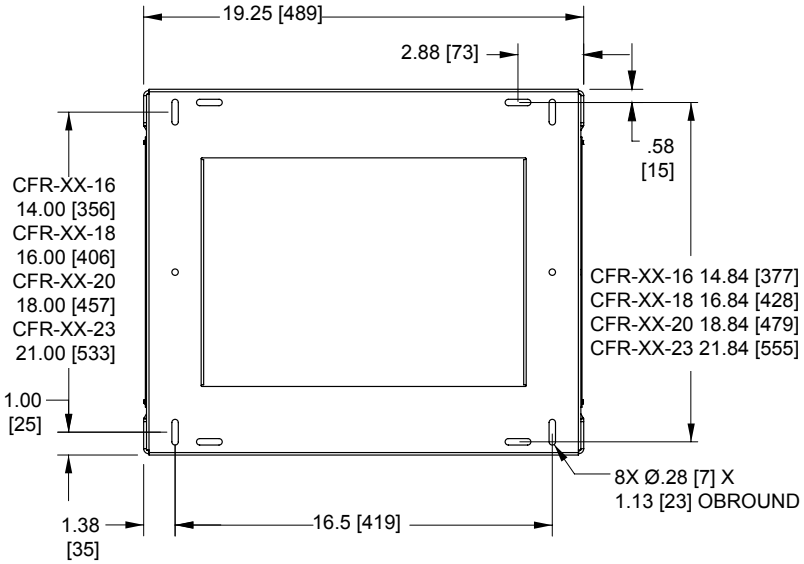
SIDE VIEW



FRONT VIEW



BOTTOM VIEW WITH MOUNTING HOLE DIMENSIONS



Part #	A Overall Height	B Racking Height	# of Rackspaces
CFR-16-XX	28.94 [735]	28.00 [711]	16
CFR-15-XX	27.19 [690]	26.25 [667]	15
CFR-14-XX	25.43 [646]	24.50 [622]	14
CFR-13-XX	23.69 [602]	22.75 [578]	13
CFR-12-XX	21.94 [557]	21.00 [533]	12
CFR-11-XX	20.19 [513]	19.25 [489]	11
CFR-10-XX	18.44 [468]	17.50 [445]	10
CFR-9-XX	16.69 [424]	15.75 [400]	9
CFR-8-XX	14.94 [379]	14.00 [356]	8

Note: Replace "XX" with desired depth (16", 18", 20", or 23")

Middle Atlantic Products

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Canada: Ontario • British Columbia • Voice: 613-836-2501 Fax: 613-836-2690 • middleatlantic.ca

JUICE GOOSE™

JGJr

JG 8LED

JG9

JG9NS

JG11-15A

JG11-20A

JG SERIES

STANDARD POWER DISTRIBUTION CENTERS

GENERAL DESCRIPTION All JG Series models provide high quality, economical power distribution for nineteen inch rack mounted electronic systems. Each model is designed to offer a specific feature set to meet the needs of various installations and budgets. All models provide the same base level of AC power protection.

CONNECTIVITY JG Series models are vailable with six (JGJr), eight (JG8LED), nine (JG9 and JG9NS) or eleven (JG11-15 and JG11-20) AC receptacles. The JG9 and JG11 offer an unswitched outlet on the front panel. All other receptacles on the back are rotated to better accommodate “wall wart” power supplies. Each of the AC outlets is a NEMA 5-15R, rated for 15 amps.

CAPACITY The JG11-20A has a circuit breaker rating of twenty amps and a technical maximum current rating of eighteen amps. All other JG Series models have a fifteen amp circuit breaker and a twelve amp maximum current rating.

POWER PROTECTION All JG Series models feature the same base level of AC power protection which includes a fast acting metal oxide varistor which guards against high energy surges between the line and neutral power leads. This protection also includes filtration capacitance which enhances the surge protection and adds a primary level of line noise elimination.

POWER CORD Power cords on all JG Series models are rated for fifteen amps and feature a NEMA 5-15P plug—except the JG11-20A which has a twenty amp rated cord with a NEMA 5-20P plug which requires a twenty amp receptacle. Power cords on JGJr, JG8LED, JG9 and JG9NS are six feet long. Cords on the JG11 models are fifteen feet long.

CIRCUIT BREAKER The JGJr and both JG11s feature a circuit breaker mounted on the front of the chassis. The JGJr circuit breaker is incorporated into the power switch. Circuit breakers on the JG8LED, JG9 and JG9NS are on the back panels of those models. Circuit breakers are rated at either 15 amps or 20 amps, depending on the current rating of that model.

RACK LIGHTS The JG8LED has two slide out light tubes that provide dependable, dimmable LED rack lighting. LED lighting is long lasting and should never need replacing. It also can be left on for long periods without creating significant heat.

WARRANTY Every JG Series product is manufactured to exact Juice Goose specifications. The JGJr is warranted for one year. Warranties for all other JG Series models are for three years.

JG SERIES
SPECIFICATIONS

INPUT VOLTAGE	120vac, 60 Hz
TECHNICAL CURRENT CAPACITY JGJr, JG8LED, JG9, JG9NS, JG11-15 JG11-20	 12 Amps 18 Amps
CURRENT OVERLOAD PROTECTION JGJr, JG8LED, JG9, JG9NS, JG11-15 JG11-20	 15 Amps 20 Amps
DIMENSIONS (inches) JGJr All other JG Series models	 1.75H x 19W x 4.5D 1.75H x 19W x 7D
WEIGHT (lbs) JGJr JG8LED, JG9, JG9NS JG11-15, JG11-20	 4.0 5.5 6.0
POWER CORD JGJr, JG8LED, JG9, JG9NS JG11-15 JG11-20	 15 Amps, 6 foot 16/3 SJT with NEMA 5-15P Plug 15 Amps, 15 foot 16/3 SJT with NEMA 5-15P Plug 20 Amps, 15 foot 12/3 SJT with NEMA 5-20P Plug
POWER OUTPUT RECEPTACLES JGJr JG8LED JG9, JG9NS JG11-15, JG11-20	 Six NEMA 5-15 (back) Eight NEMA 5-15 (back) Eight NEMA 5-15 (back), one NEMA 5-15 (front) Nine NEMA 5-15 (back), one NEMA 5-15 (front)
AC LINE FILTRATION	Line Capacitor (Line & Neutral)
VOLTAGE SPIKE PROTECTION	Metal Oxide Varistor (Line & Neutral)
WARRANTY JGJr All other JG Series models	 One year Three years

JUICE GOOSE™

p: 713-772-1404 f: 713-772-7360
www.juicegoose.com

SPA Series

SPA2-60 | SPA4-60
SPA2-200 | SPA4-100

Low-Z / High-Z Professional Amplifiers

Features

- **Up to 200 watts per channel into 4 and 8 ohms -** the outputs of the SPA2 and SPA4 -60 models are designed to provide up to 60 watts per channel while the SPA4-100 will provide up to 100 watts and the SPA2-200 will provide up to 200 watts per channel into Low-Z loads
- **ENERGY STAR qualified amplifier -** The ENERGY STAR qualified SPA Series employ an efficient class-D design to conserve energy and reduce operational cost
- **Bridgeable outputs for higher power -** Bridging the outputs of the SPA -60 amplifiers provide up to 250 watts, while the SPA2-200 and the SPA4-100 will deliver up to 175 watts into 70V or 100V when bridged
- **Auto-Ramp provides quiet startup and power-down -** The ENERGY STAR auto-ramp circuitry ensures quiet and fast power up from standby and seamless power-down following 25 minutes of inactivity, dramatically reducing power consumption
- **Rack-mountable 1U, half rack width enclosure -** The SPA Series can be mounted in 1 RU, 1/2 rack space, and their clever joining brackets enable easy under-table and wall-mounting

The SPA Series amplifiers from QSC are four, half-rack RU, convection cooled power amplifiers delivering two or four channels of up to 200 watts per channel into 4 Ω and 8 Ω. These amps can also be bridged to supply up to 400 watts into 4 Ω and 8 Ω, and up to 350 watts into 70 V or 100 V loads making them extremely flexible for Low-Z or High-Z applications. Utilizing an advanced Class-D amplifier design and Universal Power Supply, the SPA Series are efficient, allowing them to be convection cooled and are ENERGY STAR qualified with quiet auto-ramp standby functionality. The SPA Series are housed in an unobtrusive black painted 1/2 RU chassis with unique mounting hardware enabling rack, table and wall mounting capabilities.

Efficient Amplifier with Auto-Ramp

The SPA Series amplifiers utilize a highly efficient class-D design that conserves energy to reduce operational costs and requires no active cooling. They are ENERGY STAR qualified with auto-ramp circuitry that seamlessly transitions to/from Standby with no audible pops.

Amplifier Protection

All amplifiers in the SPA Series feature rms and thermal limiting, as well as protection against over current, short circuit, and under/over voltage.

Protection, Control and Mounting

The SPA Series provide rms and thermal limiting as well as over-current and short-circuit protection so you can employ them with confidence. They also come with multiple mounting options. Every SPA Series comes with a complete mounting kit allowing it to be rack mounted by itself or with a second unit in a 1RU space. Included connecting brackets provide additional strength when rack mounting two amps together, but also make for simple under-table or wall mounting (like behind a TV). The SPA Series can also be mounted in plenum spaces when used with the Plenum Kit accessory.

SPA Series

	SPA2-60	SPA4-60	SPA2-200	SPA4-100
Channels	2	4	2	4
Stereo Mode (all channels driven)				
8 Ω	60 W	60 W	200 W	100 W
4 Ω	60 W	60 W	200 W	100 W
Bridged Outputs (all channels driven)				
8 Ω & 4 Ω	200 W	100 W continuous	400 W	200 W
70 V	250 W	125 W	350 W	175 W*
100 V	250 W	125 W	350 W	175 W*
Frequency response (4 Ω and 8 Ω)	20 Hz - 20 KHz +/- 0.1 dB			
Signal to noise (20 Hz - 20 KHz)	>100 dB			
Input sensitivity	1.23 V (+4 dBu)			
Gain at 8 Ω	25.0 dB			
Output circuitry	Class D			
Input impedance	>10k, balanced or unbalanced			
Maximum input level	12.3 V (+24 dBu)			
Cooling	Convection			
Input connectors	3.5 mm Euro, 5 position (green)		3.5 mm Euro, 10 position (green)	
Remote connectors	3.5 mm Euro, 5 position (black)		3.5 mm Euro, 10 position (black)	
Output connectors	5 mm Euro, 4 position (green)			
Front panel indicators	Power, per channel Signal, per channel Protect/Limit			
Rear panel indicators	Bi-Color LED Signal/Protect/Limit per channel			
Controls	4 Ω/8 Ω/70 V Bridged Highpass On/100 V Bridged Highpass (per channel pair)			
General purpose inputs	Remote volume, remote standby, on 3.5 mm connectors (10k potentiometer is not included)			
Highpass filter	80 Hz in Bridged 70 V & 100 V			
Dimensions	1.7” x 8.7” x 9.5” (43 mm x 220 mm x 241 mm)			
Net weight	3.5 lb (1.1 kg)		4.0 lb (1.4 kg)	
Shipping weight	6 lb (2.3 kg)		6.5 lb (2.5 kg)	
Power requirements	Universal Power Supply 100 - 240 VAC, 50 - 60 Hz with active power factor correction			
Agency approvals	UL, CE, Energy Star, RoHS/WEEE compliant, FCC Class B (Conducted and Radiated emissions), UL 2043 with plenum kit accessory			
Carton contents	IEC Cable, quick start guide, connector pack, rack mount ears, mounting brackets			

Specifications subject to change without notice.
*Peak Power – 250 W

1675 MacArthur Boulevard • Costa Mesa, CA 92626 • Ph: +1.800.854.4079 or +1.714.957.7100 • Fax: +1.714.754.6174
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please recycle

Q-SYS Core 110f

Unified Core

Features

- 128x128 Network Audio Channels
- 16x16 USB Audio Channels
- 24 Channels of Total Analog Audio
- 8 Configurable Flex Channels
- 16x16 GPIO Logic Ports
- 16 Channels of Routable AEC
- Multiple Instance VoIP Lines
- Single POTS Telephone line
- 3 Year Warranty

The Q-SYS™ Core 110f provides a solution for small, single room allowing the Q-SYS platform to accommodate every-day, simple projects up to the largest Enterprise scale deployments. QSC's software based DSP Platform Q-SYS, gives the systems integrator and end-user a unified software design tool and feature set suitable for projects of any scale. The continuity of the Q-SYS software based DSP platform is unique within the competitor space and allows the Q-SYS Core 110f to leverage all the features that are available across the entire Q-SYS Platform to be used in the following applications: Acoustic Echo Canceling (AEC) and sound reinforcement in small to large meeting or multipurpose rooms, sound reinforcement in performance venues such as house of worship and theater, background music systems, wide area paging in airports, convention centers and hospitals.

The Q-SYS Core 110f is a multipurpose software based digital audio signal processor with a total of 8 balanced analog line level audio inputs and 8 balanced analog line level audio outputs. In addition to the fixed 8x8 analog audio I/O, the Core 110f features a software definable bank of 8 balanced analog audio Input/Output Flex Channels, a unique QSC innovation, where each channel can be independently configured during design or run time as either a microphone/line level input or a line level output. As such, the Core 110f offers class leading 24 analog I/O density plus additional specialized I/O such as VoIP, POTS, Internal Media Playback/Recording HDD and USB.

The Q-SYS Core 110f supports a class leading USB audio device port connection that enables the processor to appear in a Microsoft Windows or Mac OS host operating system simultaneously as both a USB Audio and Communications device. The USB Device port (B type) implementation supports up to 16x16 digital audio channels in a flexible, design time configuration environment that can advertise as multiple virtual USB device instances to the host operating system concurrently over a single physical USB connection. In addition to the USB Device port, the Core 110f provides 6 USB Host ports (A type) which enable the Core to host external USB devices and future Q-SYS peripheral products.

Benefits

- **Class leading I/O:** Q-SYS Core 110f has 24 analog I/O + USB, POTS and VoIP simultaneously in a single rack space and one SKU, offering the best cost to I/O ratio in a single chassis product available on the market from any manufacturer.
- **Flex Channels:** Nearly all the flexibility of a card based DSP solution without the cost and inconvenience of multiple SKU's and custom parts ordering.
- **Unified software platform:** Single training investment in one software design tool rather than needing to learn several platforms to scale from small to large systems or support different applications.
- **Industry leading hardware design:** Future proof investment in standards based software and computer technology running on Intel processors.
- **Industry first, software based DSP:** Q-SYS suite of conferencing technology applications built and owned by QSC from the ground up allowing for continued refinement.
  - o Software based routable AEC; no additional hardware needed
  - o SIP Softphones offering multiple instances per Q-SYS Core; no additional hardware needed
  - o Gain sharing and gating automixers
- **True IT Software Integration:** The Core 110f provides more than just networked audio integration and is not just another hardware DSP. Q-SYS is primarily a software platform that offers greater software integration functionality such as native support for LDAP contact server integration, SNMP monitoring, SIP Softphones, and software based routable AEC implementation; it truly is a next generation AV/IT product that is free of the fixed hardware limitations seen in competing products.

Key Features

- 128x128 networked audio channels (Q-LAN / AES67), reduced to 64x64 when using Video Bridging capability on built-in USB-B port.
- Up to 24 configurable analog audio I/O
- 8 mic/line level analog audio inputs
- 8 line level analog audio outputs
- 8 Flex Channel mic/line level analog audio inputs or outputs
- Up to 16 assignable and routeable AEC processor instances
- Dual Gigabit Ethernet ports with assignable application resources offering any combination of VoIP, Q-LAN Control, Q-LAN audio or network redundancy
- Up to 16x16 channels of digital audio in and out via software definable USB instances advertised to the host operating system
- 16 General Purpose Inputs (GPI) x 16 General Purpose Outputs (GPO)
- Internal Universal Power Supply plus 12 Volt DC External Power Supply input for redundancy or non-mains power supply sources
- Single software platform for system configuration, control and monitoring via Q-SYS Designer software over Ethernet with support for static or Auto/DHCP TCP/IP addressing
- POTS telephone interface via a standard RJ-11 connector
- Supports up to 4 VoIP Softphone instances in addition to the onboard POTS telephone interface
- Fully compatible with all existing and future Q-SYS accessories such as IO Frames, Paging Stations, and Touch Screen Control Surfaces running Q-SYS user control interfaces
- CE marked, UL listed, and RoHS compliant
- Covered by QSC Systems 3-year warranty

Q-SYS Core 110f

Inputs	Q-SYS Core 110f
Input Frequency Response 20Hz to 20kHz @ +21dBu	+0.05% / -0.5%
Input THD+N @ 1KHz @ +21 dBu Sensitivity & +21 dBu input @ +21 dBu Sensitivity & +10 dBu input @ +10 dBu Sensitivity & +8 dBu input @ -10 dBu Sensitivity & -10.5 dBu input @ -39 dBu Sensitivity & -39.5 dBu input	 < 0.1% < 0.0015% < 0.0007% < 0.0006% < 0.007%
EIN (no weighting, 20Hz to 20kHz)	< -121dB
Input to Input Crosstalk @1kHz	> 110dB typical, 90dB Max
Input Dynamic Range @ +21 dBu Sensitivity @ +10 dBu Sensitivity @ -10 dBu Sensitivity @ -39 dBu Sensitivity	 > 109.5dB > 106.4dB > 104.6dB > 104.6dB
Input Common Mode Noise Rejection @ +21 dBu Sensitivity @ +10 dBu Sensitivity @ -10 dBu Sensitivity @ -39 dBu Sensitivity	 50.7dB 56.5dB 73.2dB 63.2dB
Input Impedance (balanced)	5K ohms nominal
Input Sensitivity Range (1dB Steps)	-39 dBu min to +21 dBu max
Unbalanced Input Signal Level	+ 8 dBu max
Phantom Power	+48V DC, 10mA per input max
Sampling Rate	48kHz
A/D – D/A Converters	24-bit

Outputs

Output Frequency Response 20Hz to 20kHz @ all settings	+0.2 / -0.5 dB
Output THD	0.003%, +10 dBu max output level
Output Crosstalk @1kHz	> 100dB typical, 90dB max
Output Dynamic Range	> 108dB
Output Impedance (balanced)	220 ohms
Output Level Range: (1dB Steps)	-39 dBu min to +21 dBu max

USB Inputs & Outputs

USB B Bit Depth Number of Channels Sample Rate	 16-bit up to 16x16 48kHz	
Power Consumption	60 watts, typical. 120 watts max	
BTU/Heat load:	205 BTU/Hour	
Compliance	FCC Part 15B (USA), FCC part 68 / TIA-968-B (USA), JATE (Japan), AS/ACIF S002 (Australia), PTC200 (New Zealand), ES203 021 (Europe), ANATEL Resolution 473 (Brazil), NOM-151-SCTI (Mexico), PSTN01 (Taiwan), Industry Canada CS-03 (Canada), CE marked (Europe), UL and C-UL listed (USA & Canada), RCM (Australia), EAC (Eurasian Customs Union) & RoHS Directive (Europe)	
Overall Dimensions/Weight *Specifications subject to change without notice.*	Device Height: 1.75 inches (44 mm) Device Width: 19.0 inches (483 mm) Device Depth: 11.12 inches (282.5 mm) Device Weight: 11 lbs. (5.0 kg)	Shipping Height: 6.0 inches (152 mm) Shipping Width: 23 inches (584 mm) Shipping Depth: 14 inches (356 mm) Shipping Weight: 12.4 lbs. (5.6 kg)

A&E SPECIFICATIONS

The system processor shall provide up to 128 x 128 networked audio channels individually configurable as either Q-LAN or AES67 formatted networked audio, channel count will reduce to 64 x 64 when using video bridging capability on the built-in USB-B device port. The system processor shall support 24 total analog I/O capacity and shall be presented in the following groupings; 8 Mic/Line inputs, 8 Line outputs and 8 Flex Channel I/O which shall be software definable analog inputs or outputs in single channel increments in any combination ratio.

The system processor shall have the following front panel controls and indicators: blue monochrome OLED display with page forward capacitive touch button, Unit ID capacitive touch button, Power On blue LED, Two USB A Type ports. The system processor shall provide a monochrome 304x96 blue OLED graphics display displaying the device name, design name and system status, LAN A and B settings, and the firmware version. Device Status shall be displayed on the OLED display including I/O status, muting, level present indication, and system status.

On the rear panel, the system processor shall have one 3-pin RS232 Euro Block Connector, HDMI Video Out, 16 GPI general purpose control inputs on 20-pin Euro Block Connector, 16 GPO general purpose control outputs on 20-pin Euro Block Connector. Q-SYS Network: LAN A RJ45 1000 MBps only, LAN B: RJ45 1000 MBps only. The dimensions of the System processor shall be 1.75” x 19” x 11.12” (44 mm x 483 mm x 356 mm).

The system processor shall store a single design which can be comprised of components, wiring, links, text, and graphics on a single or multiple schematic pages. Designs shall include any of the following DSP function blocks, test and measurement components, control components, and layout components: Acoustic Echo Cancellers, SIP Softphone instances, USB Audio host and device blocks, Audio Players, Audio Streaming components, Crossfaders, Crossovers, Delay components, Auto Gain control elements, Compressors, Gates, Duckers, Expanders, Ambient Noise Compensators, Limiters, Gain blocks, Graphic Equalizers, Parametric Equalizers, FIR Filters, All-Pass Filters, Band-Pass Filters, Band-Stop Filters, High-Pass Filters, Low-Pass Filters, FIR High-Pass filters, FIR Low-Pass Filters, Dual-Shelf Equalizers, Notch Filters, Meters, Matrix Mixers, Gain-Sharing Automatic Mixers, Gated Automatic Mixers, Signal Routers, Public Address Routers, Room Combiners, Signal Presence Meters, Tone Generators, Tone and Noise Generators, Dual Trace FFT Measurement Modules, Real Time Analyzers, Signal Injectors, and Signal Probes.

The system processor shall support custom user control interfaces on either proprietary touch screen controllers, or network computers utilizing a control application, or iOS devices on Wi-Fi. Custom control interfaces shall be capable of having multiple user-selectable pages with different controls on each.

The system processor and control engine shall be the QSC Q-SYS Core 110f Flex Channel Processor.

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TSC-55w-G2
TSC-80w-G2
TSC-116w-G2

Q-SYS Platform
touch screen controller

Features

- Capacitive LCD touch surface: In-plane switching (IPS) technology
- High resolution displays
- Power over Ethernet: IEEE 802.3af compliance allows for simplified single cable installation
- Universal mounting options: Included accessories for mounting to US standard and European wall and junction boxes
- Complete design freedom: Create custom branded graphical interfaces using Q-SYS UCI Editor within Q-SYS Designer Software

Q-SYS TSC-G2 Series touch screen controllers combine capacitive touch technology with a bright, high resolution full color LCD for state-of-the-art control of a Q-SYS system. Control elements and layout for GUIs on this versatile touch screen controller are completely customizable to provide end users a full range of controls, from complete system control and monitoring, to one-touch deployments of pre-programmed presets.

Designers can create custom user control interfaces (UCI) within Q-SYS Designer Software using the UCI Editor. Drag and drop any control Q-SYS element from a Q-SYS design schematic into UCI Editor and easily deploy your design to the touch screen, without any programming experience.

UCI Editor allows the import of room diagrams, corporate logos or other graphical elements in most major graphic file formats including .png, .jpg, .svf, and .gif. In order to deploy UCI designs onto Q-SYS touch screens, a software license is required for each Q-SYS Core processor.

TSC-G2 Series touch screen controllers are offered in black and designed for easy surface mount installation in a wall, lectern or similar flat surface. Universal mounting accessories are included for standard US and European wall and junction boxes for vertical or horizontal installations.

Table top stand accessories are available for the TSC-80w-G2 and TSC-116w-G2 models.

(shown with optional table top stands
available for TSC-80W-G2 and TSC-116W-G2)

Q-SYS TSC-G2 Series

TSC-55w-G2

TSC-80w-G2

TSC-116w-G2

Display

Description	Capacitive Touch Surface, In-Plane Switching (IPS) technology, 16M colors.		
Panel Dimensions	5.85" X 3.44" X 1.33" (148.5 mm X 87.5 mm X 33.7 mm)	8.8" X 5.8" X 1.4" (223.5 mm X 148.4 mm X 36.3 mm)	12.3" X 7.9" X 1.6" (313.6 mm X 201.5 mm X 39.85 mm)
Viewable screen dimensions (diagonal)	5.5" (127 mm)	8.0" (203 mm)	11.6" (295 mm)
Resolution	1280x720	1280x800	1920x1080
Brightness	400 Nits	400 Nits	350 Nits
Panel Orientation	Vertical / Horizontal	Vertical / Horizontal	Vertical / Horizontal

Power

Power over Ethernet	IEEE PoE 802.3af class 3 via LAN port		
Aux power PSU	+24VDC @ 0.5A (power supply not included)		
Aux power connection type	Locking terminal	Barrel connection	Barrel connection

Weight

Product weight (net)	6.31 oz (179 g)	17.64 oz (500 g)	32.1 oz (910 g)

Environment

Operating temperature	0°-50° C (32°-122° F)	0°-50° C (32°-122° F)	0°-50° C (32°-122° F)
BTUs	17 typical	23 typical	30 typical
Humidity	5-85rh non-condensing	5-85rh non-condensing	5-85rh non-condensing

Enclosure

Rear Panel	LAN, 1000Mbps full-duplex RJ-45	LAN, 1000Mbps full-duplex RJ-45	LAN, 1000Mbps full-duplex RJ-45
Wall Mount	Yes	Yes	Yes
Table Top	No	Optional table top stand accessory	Optional table top stand accessory

Specs subject to change without notice

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Q-SYS TSC-G2 Series Spec Sheet 11/2018

please recycle

QSControl.net™ Wall Control Plate Accessories

INSTALLATION GUIDE

▼ ***WCP-1***

▼ ***WCP-2***

TD-000215-00

Rev. B

QSControl.net™ Wall Control Plate Accessories

I. INTRODUCTION

The WCP-1 and WCP-2 are wall control plate accessories for QSControl.net network audio system components, such as Basis, RAVE, and DSP products. They allow an installer to create simple, non-computer user interfaces for these products in sound systems. As a result, end users don't need to learn the QSControl.net software or anything technical about the system to adjust volume, select audio sources, choose presets or snapshots, or other control functions.

The WCP accessories connect to one or more of the unit's OmniPort inputs, which accept both analog control input via variable DC voltage or variable resistance and digital control input via TTL-type logic.

The WCP accessories provide two ways to connect to the QSControl.net unit: an RJ-45 jack, for use with Cat 5 or Cat 6 network cable, or a screw terminal strip for use with individual wires. *Note: You must assign any functions to their respective OmniPort inputs in the QSControl.net VenueManager application.*

Mounting

The WCP accessories mount in the type of plastic A/V wall box commonly used in North America. They fit any Decora™-style trim plate. The front panels have spaces for labeling functions, names, etc. Each accessory comes with a sheet of labels printed with commonly used terms.

If you mount a WCP accessory in a metal electrical box, you may have difficulty plugging a cable into the RJ-45 jack on the back of the accessory.

II. WCP-1 ROTARY POTENTIOMETER CONTROL

The control element of the WCP-1 is a 10 kΩ linear taper potentiometer with 11 detents marked 0 (fully counterclockwise) to 10 (clockwise). It connects to any OmniPort on the QSControl.net unit and can be wired so that maximum resistance is at full clockwise *or* at full counterclockwise.

Figures 1–4 depict how to connect the WCP-1 to an OmniPort.

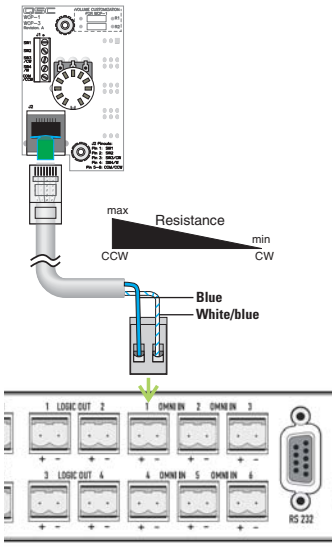

Figure 1. Connecting via network cable; full CCW = maximum resistance.

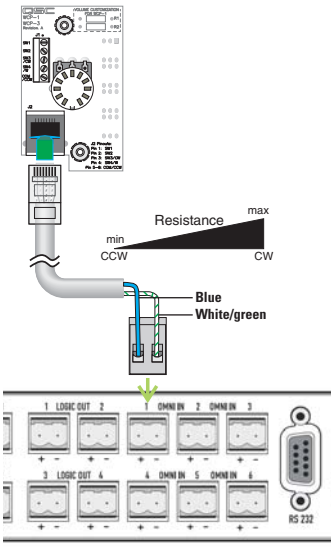

Figure 2. Connecting via network cable; full CW = maximum resistance.

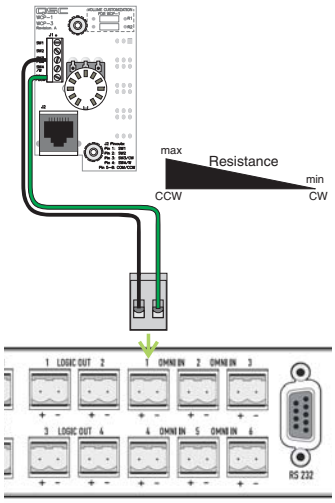

Figure 3. Connecting via wires; full CCW = maximum resistance.

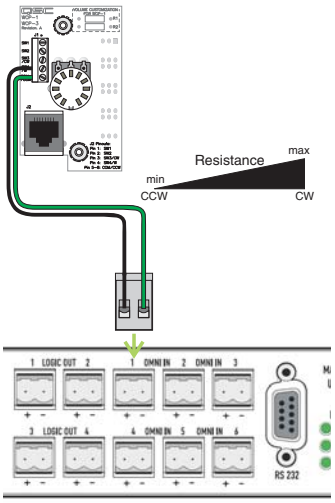

Figure 4. Connecting via wires; full CW = maximum resistance.

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Non-QSControl.net applications

The WCP-1 can be used for non-QSControl.net analog applications, such as variable passive signal attenuation or a variable voltage divider (see Figure 5). The WCP-1 has two circuit board locations where you can mount resistors to adjust the full clockwise and/or counterclockwise values of the resistances and thereby change the range of attenuation or voltage variation from minimum to maximum. A resistor in position R1 will add that amount of resistance to the fully counterclockwise position, while a resistor at R2 will add resistance to the fully clockwise position.

To mount a resistor in R1 or R2, first cut the printed circuit board trace at the desired location (see Figure 6). Then insert the resistor and solder it into place, and trim any excess leads.

Connections

For typical control voltage and signal attenuation applications, the *CW* terminal would serve as the input; the *wiper* terminal, as the output; and the *CCW* terminal, as the common.

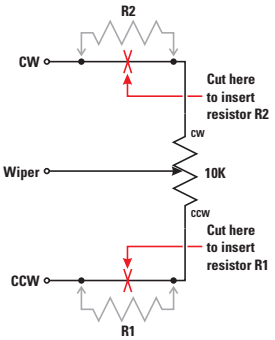

Figure 5. WCP-1 schematic

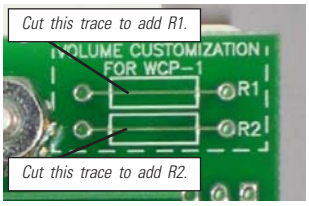

Figure 6. Location of R1 and R2.

III. WCP-2 ROTARY BCD SWITCH CONTROL

The WCP-2 uses a six-position binary-coded decimal rotary switch. It connects to two (up to four usable positions) or three (up to six usable positions) OmniPorts on the QSControl.net unit. The OmniPorts must be configured for binary use in the VenueManager application. It is ideal for such functions as selecting signal sources, selecting presets, and routing signals. The truth table is at right. For reliability of interfacing with the OmniPorts, there is no "0" position where all outputs are open.

Figures 7 and 8 depict the connection of a WCP-2 to an OmniPort.

Position ▼	Out 1	Out 2	Out 3	Out 4
1	**Closed**	*Open*	*Open*	*Open*
2	*Open*	**Closed**	*Open*	*Open*
3	**Closed**	**Closed**	*Open*	*Open*
4	*Open*	*Open*	**Closed**	*Open*
5	**Closed**	*Open*	**Closed**	*Open*
6	*Open*	**Closed**	**Closed**	*Open*

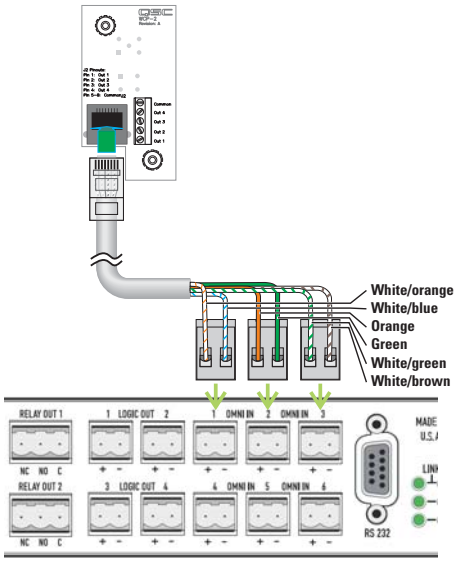

Figure 7. Connecting via network cable.

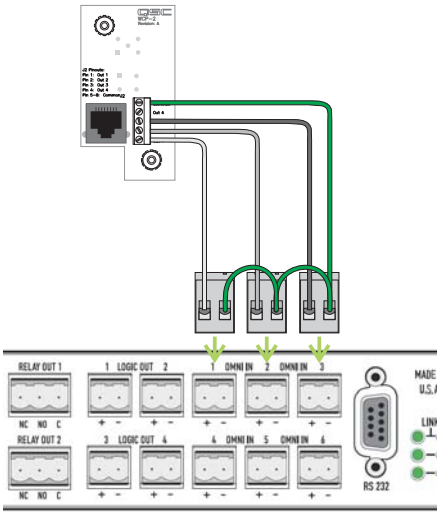

Figure 8. Connecting via wires.

V. WARRANTY AND DISCLAIMERS

QSC Audio Products, Inc. is not liable for any damage to speakers, amplifiers, or any other equipment that is caused by negligence or improper installation and/or use of the WCP wall control plate accessories.

PRODUCT WARRANTY

QSC Audio Products, Inc. ("QSC") guarantees its products to be free from defective material and / or workmanship for a period of three (3) years from date of sale, and will replace defective parts and repair malfunctioning products under this warranty when the defect occurs under normal installation and use - provided the unit is returned to our factory or one of our authorized service stations via pre-paid transportation with a copy of proof of purchase (i.e., sales receipt). This warranty provides that the examination of the return product must indicate, in our judgment, a manufacturing defect. This warranty does not extend to any product which has been subjected to misuse, neglect, accident, improper installation, or where the date code has been removed or defaced. QSC shall not be liable for incidental and/or consequential damages. This warranty gives you specific legal rights. This limited warranty is freely transferable during the term of the warranty period.

The customer may have additional rights, which vary from state to state.

In the event that this product was manufactured for export and sale outside of the United States or its territories, then this limited warranty shall not apply. Removal of the serial number on this product, or purchase of this product from an unauthorized dealer, will void this limited warranty.

Contact us at 1-800-772-2834 (in the USA only) or +1 (714) 957-7150, or visit our Web site at **www.qscaudio.com**.

TECHNICAL ASSISTANCE

If you suspect that your WCP accessory is defective, check your system configuration and connections to determine the origin of the problem. In many cases, incorrect audio interfacing, poor cabling, or other system level impairments are the causes of problems in audio systems. For technical assistance beyond the information given in this manual, contact the QSC Technical Services department.

FACTORY SERVICE

If your WCP accessory ever requires factory service, contact the QSC Technical Services department for return instructions and a Return Material Authorization (RMA) number. QSC is not responsible for products returned without an RMA.

PRODUCT RETURN GUIDELINES

1. Pack the product securely for protection during shipment. QSC will provide factory packaging free of charge, on request.
2. Include a copy of the sales receipt, your name, return address, phone number, and a description of the problem.
3. Call QSC Technical Services department for a Return Authorization number.
4. Write the Return Authorization number on the outside of the shipping package.
5. Ship the product prepaid to QSC Audio Products.

QSC Technical Services
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Fax: +1 (714) 754-6173

Web: www.qscaudio.com

QUALIFIED SERVICE CENTERS

QSC maintains a service center network for your convenience. If you choose to return your product to a local service center and need a referral, contact QSC Technical Services department. Accessories, input modules, and other peripheral QSC products must be returned to the factory for service.

INTERNATIONAL SERVICING

For QSC products purchased outside the United States, refer service to the distributor or dealer from which the product was purchased. There are numerous service centers in many countries. Your dealer, distributor, or QSC Technical Services can refer you to a service center in your country.

QSC Audio Products, Inc., 1675 MacArthur Boulevard Costa Mesa, California 92626 USA PH: +1 (714) 754-6175 FAX: +1 (714) 754-6174

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Model MX400 Series Microphones
Specification Sheet

MODEL MX400 SERIES MICROPHONES

OVERVIEW

Shure Microflex® MX400 Series microphones are miniature gooseneck-mounted electret condenser microphones designed primarily for speech and vocal pickup. They can be mounted on lecterns, pulpits, or conference tables. All models include a preamplifier and are available with interchangeable cardioid, supercardioid, or omnidirectional cartridges.

FEATURES

- Wide dynamic range and frequency response for accurate sound reproduction across the audio spectrum
- Interchangeable cartridges provide the right polar pattern for every application
- Balanced, transformerless output for increased immunity to noise over long cable runs
- Shock mount that provides over 20 dB isolation from surface vibration noise
- Locking flange mount for permanently securing microphone to lecterns, pulpits, or conference tables
- Snap-fit foam windscreen

MODEL VARIATIONS

- **MX412**: 305 mm (12 in.) gooseneck microphone.
- **MX418:** 457 mm (18 in.) gooseneck microphone.
- **MX412S**: 305 mm (12 in) gooseneck microphone; includes a mute switch and an LED.
- **MX418S**: 457 mm (18 in) gooseneck microphone; includes a mute switch and an LED.

SPECIFICATIONS

Frequency Response (Figure 1)
50 to 17,000 Hz

Polar Pattern (Figure 2)

Output Impedance (at 1000 Hz)
Rated at 150 Ω (180 Ω actual)

Open Circuit Sensitivity (at 1 kHz, ref. 1 V/Pascal*)
Cardioid: –35.0 dB (17.8 mV)
Supercardioid: –33.5 dB (21.1 mV)
Omnidirectional: –27.5 dB (42.2 mV)
All settings –12 dB at 0 gain
*1 Pascal = 94 dB SPL

Maximum SPL (1 kHz at 1% THD, 1 kΩ load)
Cardioid: 124.2 dB
Supercardioid: 122.7 dB
Omnidirectional: 116.7 dB
All settings +6 dB at 0 gain

Equivalent Output Noise (A-weighted)
Cardioid: 28.0 dB SPL
Supercardioid: 26.5 dB SPL
Omnidirectional: 20.5 dB SPL

Signal to Noise Ratio (referenced at 94 dB SPL)
Cardioid: 66.0 dB
Supercardioid: 67.5 dB
Omnidirectional: 73.5 dB

Dynamic Range at 1 kΩ Load
96.2 dB
100 dB at 0 gain

Common Mode Rejection
45.0 dB minimum

Mute Switch Attenuation (switched models only)
50.0 dB minimum

Preamplifier Output Clipping Level (1% THD)
–6.0 dBV (0.5 V)
–12 dB at 0 gain

Polarity
Positive sound pressure on diaphragm produces positive voltage on pin 2 relative to pin 3 of output connector.

Power Requirements
11 to 52 Vdc phantom, 2.0 mA

Environmental Requirements
Operating Temperature Range: –18° C to 57° C (0° F to 135° F)
Relative Humidity: 0 to 95%

Dimensions (Figure 3)

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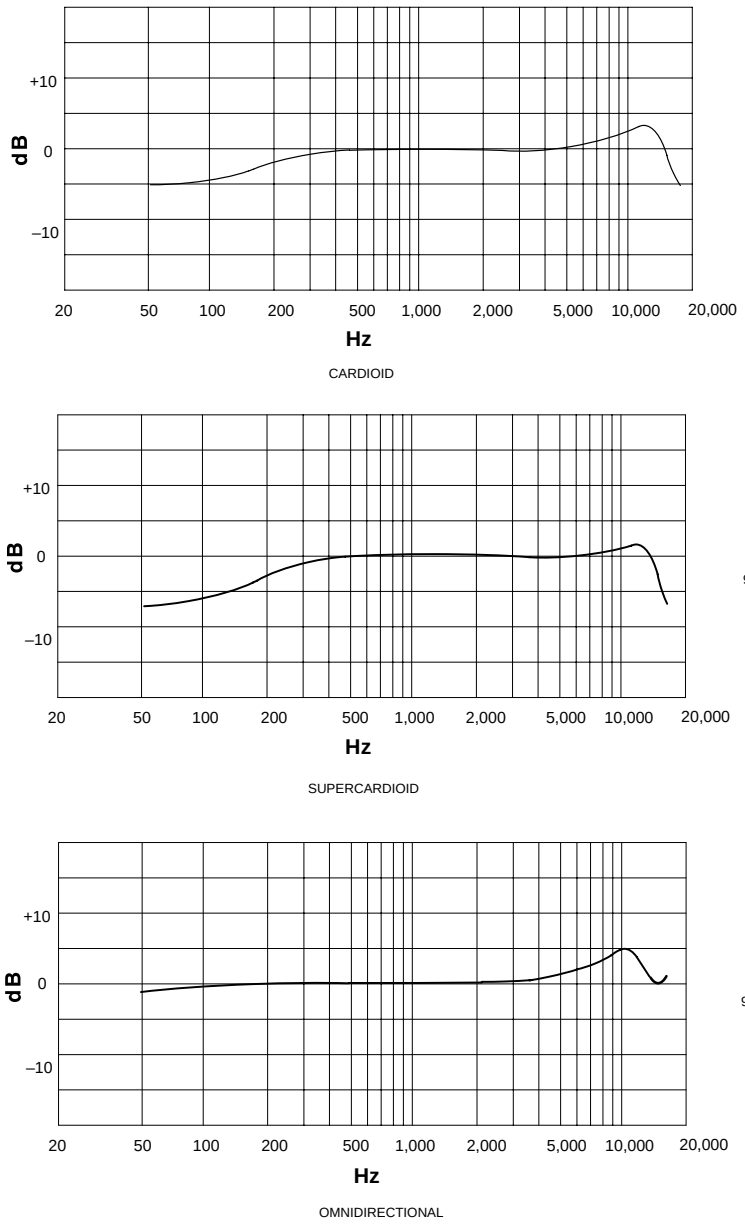
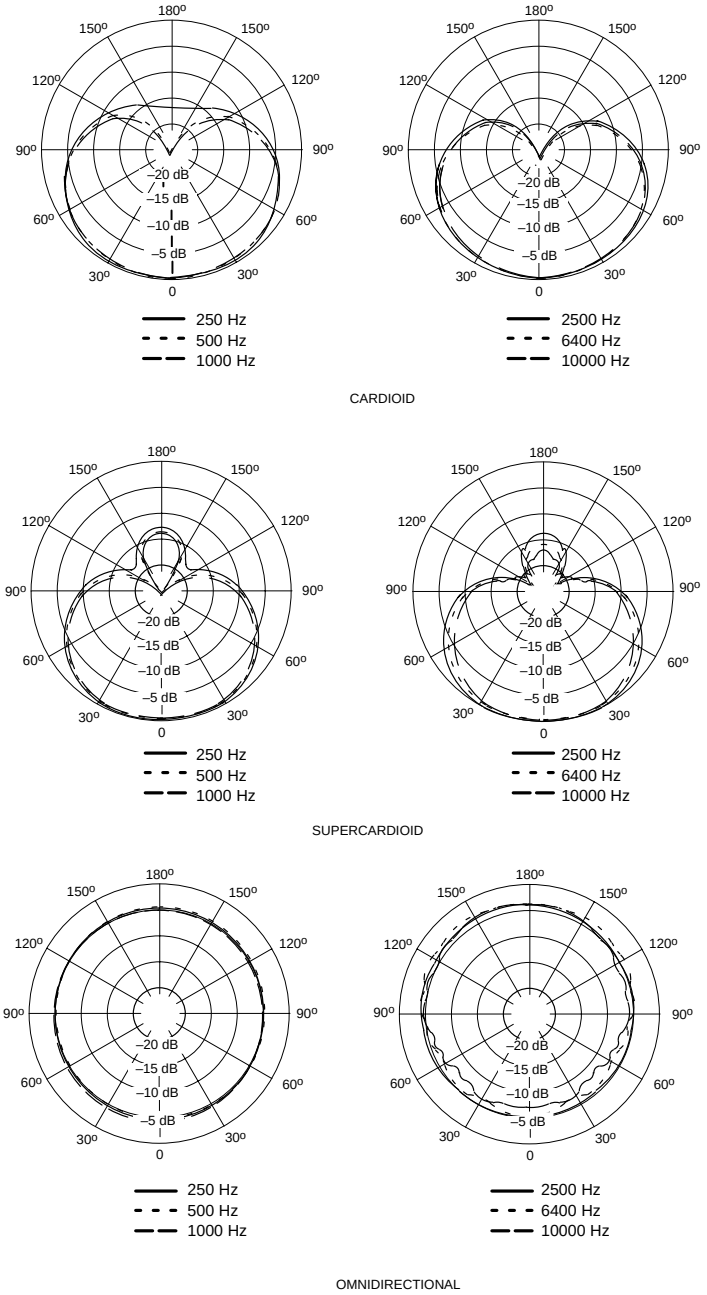
Certification
Eligible to bear CE Marking. Conforms to European EMC Directive 89/336/EEC. Meets applicable tests and performance criteria in European Standard EN55103 (1996) parts 1 and 2, for residential (E1) and light industrial (E2) environments.

REPLACEMENT PARTS

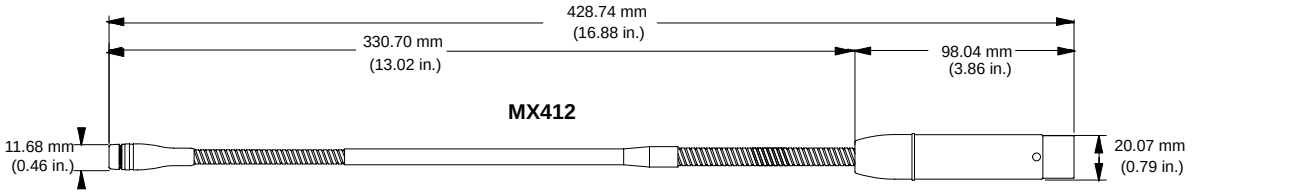
Foam Ball Windscreen	A99WS
Locking Metal Windscreen	A412MWS
Portable Desktop Base	A412B
Stand Adapter	A57E
Omnidirectional Cartridge	R183B
Supercardioid Cartridge	R184B
Cardioid Cartridge	R185B
Snap-fit Foam Windscreen (4)	RK412WS
Shock Mount	A400SM

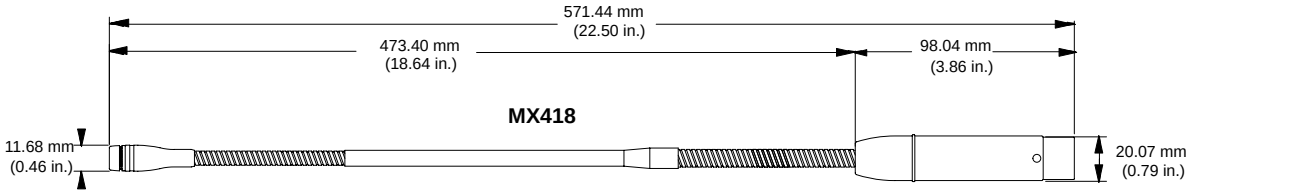


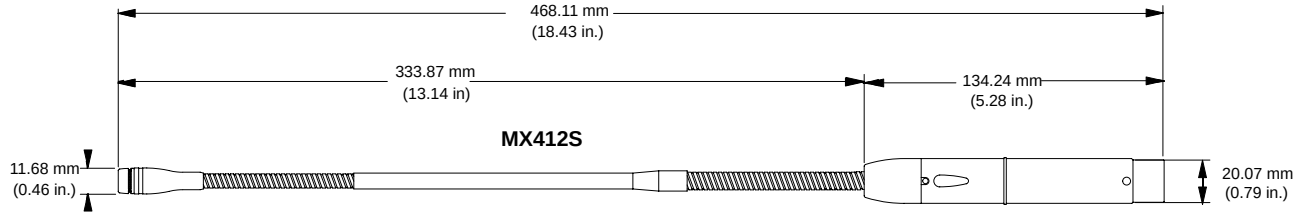
TYPICAL FREQUENCY RESPONSE
Figure 1

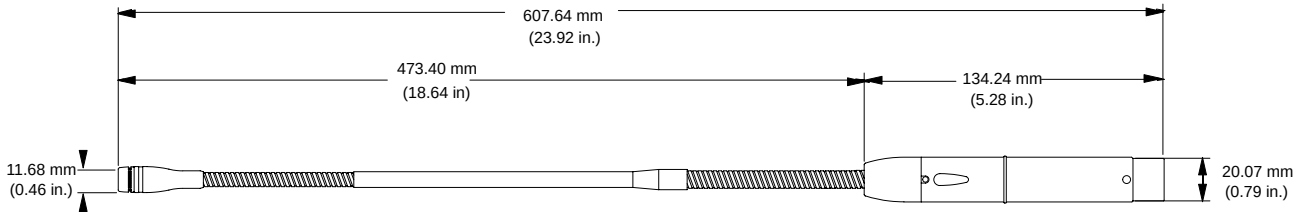


TYPICAL POLAR PATTERNS
Figure 2

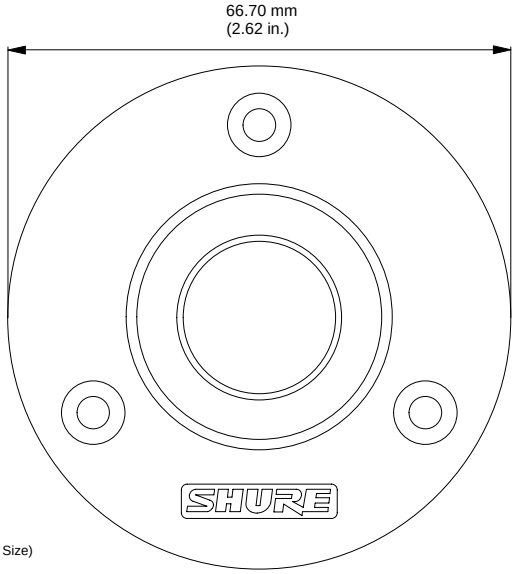






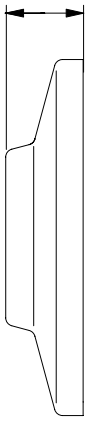


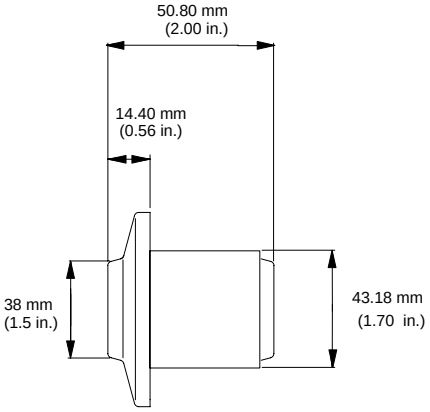
MX418S



(Actual Size)

MOUNTING FLANGE





SHOCK MOUNT ASSEMBLY

DIMENSIONS

Figure 3

Model MX400D Series Microphones
Specification Sheet

MODEL MX400D SERIES MICROPHONES

OVERVIEW

Shure Microflex® MX400D Series microphones are miniature electret condenser gooseneck microphones with a desktop base and attached 3 m (approximate)/10 ft cable. The desktop base allows these microphones to be used in multi-purpose rooms where quick set-up is required, or where permanent installation is impractical.

FEATURES

- Wide dynamic range and frequency response for accurate sound reproduction across the audio spectrum
- Interchangeable cartridges provide the right polar pattern for any application
- Balanced, transformerless output for increased immunity to noise over long cable runs
- Programmable on/off switch and LED on/off indicator
- New brighter LED improves visibility under strong ambient lighting
- Logic input and output terminals for remote control or use with automatic microphone mixers
- Snap-fit foam windscreen

MODEL VARIATIONS

- **MX412D**: 304.8 mm (12 in.) desktop mini-condenser, gooseneck-mounted microphone.
- **MX418D**: 457.2 mm (18 in.) desktop mini-condenser, gooseneck-mounted microphone.

SPECIFICATIONS

Frequency Response (Figure 1)
50 to 17,000 Hz
Polar Pattern (Figure 2)
Output Impedance (at 1,000 Hz)
Rated at 150 Ω (180 Ω actual)
Open Circuit Sensitivity
At 1 kHz, ref. 1 V per Pascal*

Cardioid:	–33.5 dBV (21.1 mV)
Supercardioid:	–32.5 dBV (23.7 mV)
Omnidirectional:	–28.0 dBV (39.8 mV)

* 1 Pascal=94 dB SPL

Maximum SPL (1kHz at 1% THD, 1 kΩ load)

Cardioid:	123.0 dB
Supercardioid:	122.0 dB
Omnidirectional:	117.5 dB

Equivalent Output Noise (A-weighted)

Cardioid:	29.0 dB SPL
Supercardioid:	28.0 dB SPL
Omnidirectional:	70.5 dB SPL

Signal to Noise Ratio (referenced at 94 dB SPL)

Cardioid:	65.0 dB
Supercardioid:	66.0 dB
Omnidirectional:	70.5 dB

Dynamic Range with 1 kΩ load
94.0 dB
Common Mode Rejection
45.0 dB minimum
Mute Switch Attenuation
50.0 dB minimum
Preamplifier Output Clipping Level (1% THD)
–6.0 dBV (0.5 V)
Polarity
Positive sound pressure on diaphram produces positive voltage on pin 2 relative to pin 3 of XLR output connector.

Power Requirements
11 to 52 Vdc phantom, 2.0 mA
Environmental Requirements
Operating Temperature Range: –18° to 57° C (0° to 135° F)
Relative Humidity: 0 to 95%
Dimensions (Figure 3)
Weight
MX412D: 0.81 kg (1.80 lbs.) net, 1.63 kg (3.62 lbs.) packaged
MX418D: 0.82 kg (1.82 lbs.) net, 1.64 kg (3.64 lbs.) packaged
Cable Type (figure 7)
The attached custom cable contains a shielded audio pair and three unshielded conductors for logic control.
Overall diameter=0.6 mm (0.165 in.)
Certification
Eligible to bear CE Marking. Conforms to European EMC Directive 89/336/EEC. Meets applicable tests and performance criteria in European Standard EN55103 (1996) parts 1 and 2, for residential (E1) and light industrial (E2) environments.

REPLACEMENT PARTS

Snap-Fit Foam Windscreen (4 per pkg.)	RK412WS
Foam Ball Windscreen	A99WS
Locking Metal Windscreen	A412MWS
Replacement 3 m (10 ft) XLR Cable	C120
Custom Logic Cable (specify length)	15A523/1
Omnidirectional Cartridge	R183B
Supercardioid Cartridge	R184B
Cardioid Cartridge	R185B
Base Plate Bumpers	80A8053A

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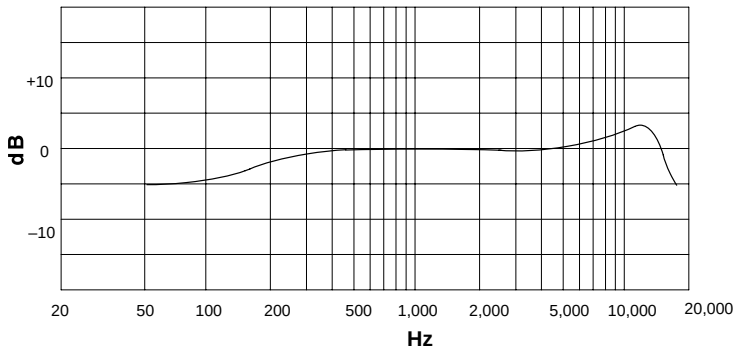
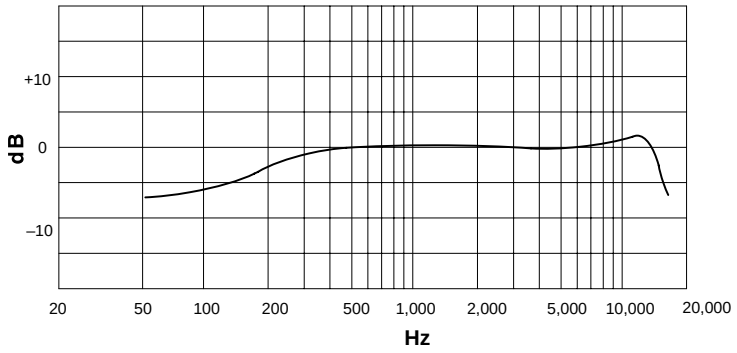
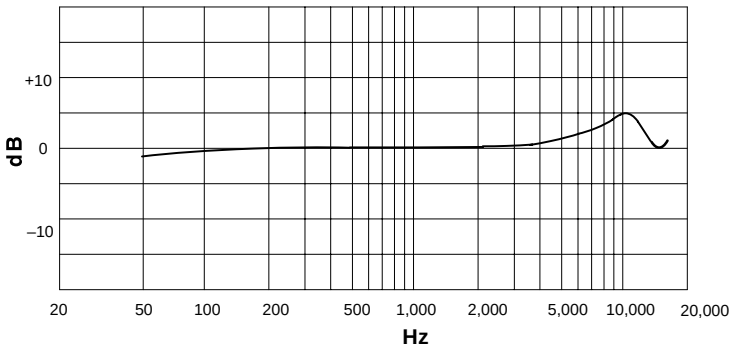


CARDIOID



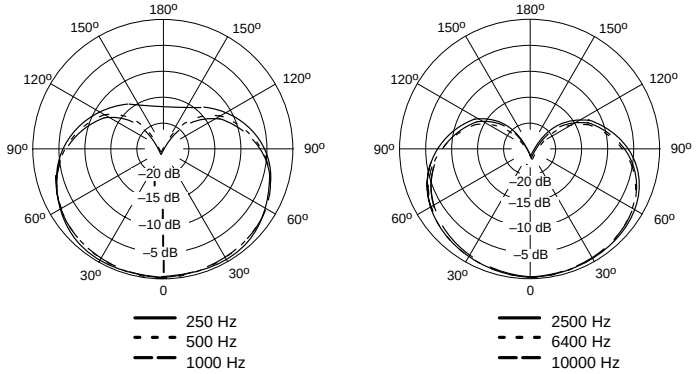
SUPERCARDIOID



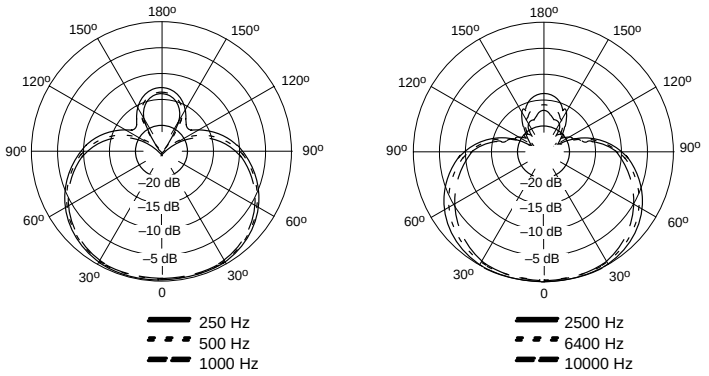
OMNIDIRECTIONAL

TYPICAL FREQUENCY RESPONSE

Figure 1



CARDIOID



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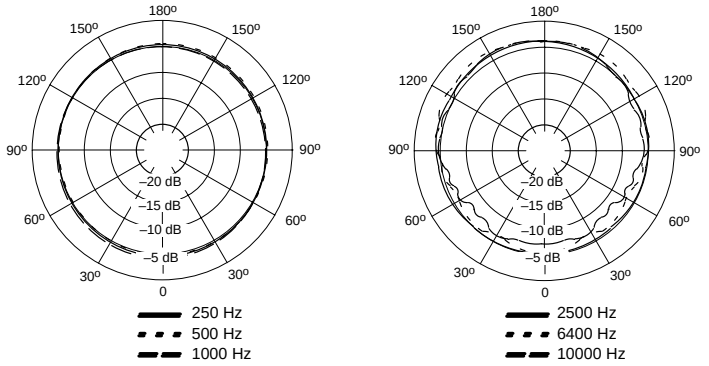


OMNIDIRECTIONAL

TYPICAL POLAR PATTERNS

Figure 2

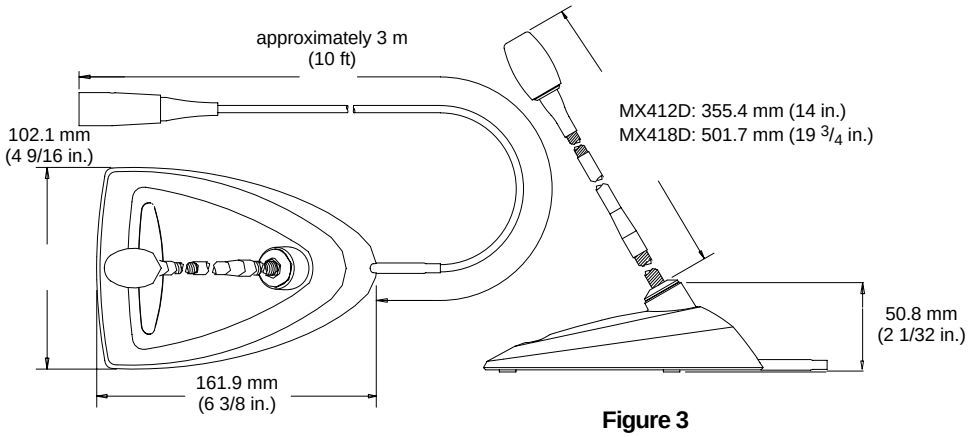


Figure 3

AcousticCoverage™ Series

AC-C6T

Two-way, ceiling mount loudspeaker

Features

- High quality transducers provide exceptional clarity through the critical voice range.
- Improved musicality often not seen in typical BGM class products.
- Ported baffle for increased low frequency extension down to 65 Hz.
- Low saturation 70/100V transformers with 8 ohm bypass.
- 4-pole Euroblock connector eases system wiring.
- Advanced voicing via QSC Intrinsic Correction™, applied using the Q-SYS™ Platform or CXD Series amplifiers platforms.
- White (RAL 9010) with UV inhibitors to match complimenting QSC product families.
- Complete EASE, CF2, CAD, & BIM information available online

Wide Area Paging · Background Music · Distance Conferencing Reinforcement· Healthcare Facilities · Concourses · Transportation Terminals · Ancillary Support in Larger Systems

The QSC AcousticCoverage™ Series AC-C6T is a ceiling-mounted 6” two-way loudspeaker with 70/100V transformer, suitable for a wide variety of audio/video conferencing reinforcement, voice paging and background music applications.

AcousticCoverage™ Series is designed to offer integrators a cost-effective solution for applications where voice reinforced coverage is of primary concern, while providing improved musicality often not seen in typical BGM class products.

The high quality 6-inch polypropylene cone transducer with butyl rubber surround and the sensitivity matched coaxially mounted .86-inch silk dome tweeter offers pristine clarity through the critical vocal range for increased speech intelligibilty. With 110 degrees of conical coverage, the AC-C6T reduces the number of loudspeakers required for even coverage in low ceiling applications.

The easy-to-install blind mount assembly features a ported baffle which optimally tunes the galvanized steel backcan for added musicality, creating low frequency extension down to 65 Hz. To maintain this frequency response, the AC-C6T utilizes a 30-watt low-saturation and low-loss 70/100V transformer with varying selectable taps, including an 8Ω bypass. The rotary tap selector switch is accessible under the painted steel grille.

To further enhance performance and speed of install with optimum result, advanced voicing via QSC Intrinsic Correction™ techniques are obtainable using the Q-SYS™ Platform networked audio processing platforms, including CXD Series amplifiers for a complete QSC systems solution.

Installers will appreciate the 4-pole Euroblock connector for loop-thru wiring, located under a quick access swivel plate. Eliminating the termination hassles of star topology wiring designs, the generous Euroblock of the AC-C6T can accept four 18AWG pairs.

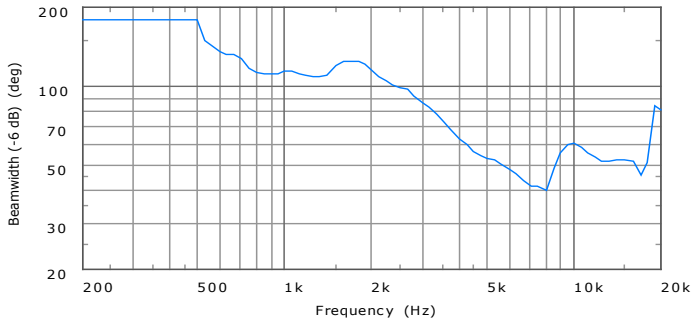
A safety tether tab is affixed to the adjustable conduit clasp plate for seismic-sensitive installations. C-ring and tile rails are included with each pair packed assembly, complete with joining screws and cut-out template.

The AC-C6T baffle and grille are QSC standard white (RAL 9010) to match complimenting QSC product families and includes UV inhibitors to prevent discoloration over time. The AC-C6T may also be painted to match any décor.

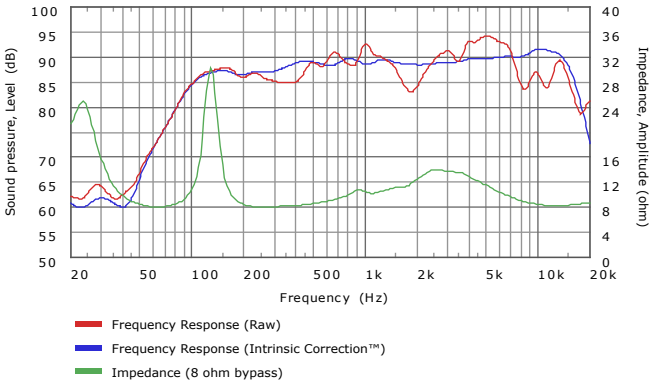
For your system integration needs, complete EASE, CF2, CAD, and BIM files are available for download at QSC.com.

AC-C6T Details

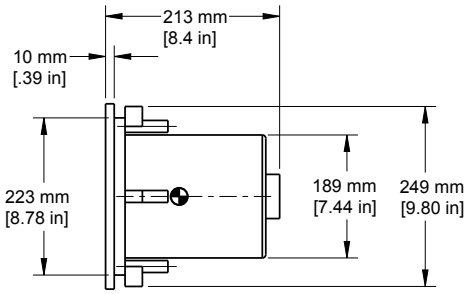
Beamwidth:

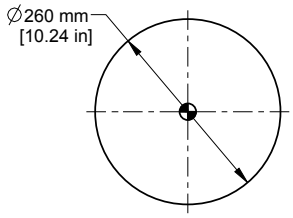


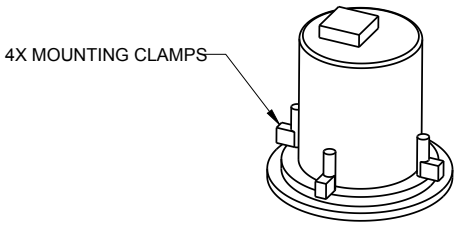
Impedance / Frequence Response:



Dimensions







Specifications:

System Details	AC-C6T
Effective frequency range[1]	65 Hz – 20 kHz
Rated noise power / voltage[2]	30 watts / 15.5 volts (rms)
Broad-band sensitivity[3]	89 dB SPL
Coverage angle (-6 dB)	110° (500 Hz - 5 kHz)
Maximum continuous SPL[4]	104 dB
Maximum peak SPL[4]	110 dB
Rated bypass impedance	8 ohms
Transformer taps	70 V: 30, 15, 7.5, 3.7, 1.9 watts 100 V: 30, 15, 7.5, 3.8 watts 8 ohm bypass
HF transducer	22 mm [.86 in] silk dome tweeter, coaxially mounted
LF transducer	152 mm [6 in] Polypropylene cone with butyl rubber surround
Input connector type	Euroblock connector with parallel output terminals
Baffle material	Painted ABS polymer
Grille material	Painted steel
Back can material	Galvanized steel
Testing	Listed UL1480, UL2043 safe for use in air handling space
Net weight	3.5 kg [7.6 lb]
Product dimensions	Ø260 x 213 mm [Ø10.24 x 8.4 in]
Cut-out Dimensions	Ø229 mm [Ø9 in]
Ceiling Capture Thickness	6.35 - 38.1 mm [0.25 - 1.5 in]
Shipping weight	9.5 kg [21 lb] (pair packed)
Shipping dimensions	622 x 318 x 324 mm [24.5 x 12.5 x 12.8 in]
Included accessories	Rails & C-ring for ceiling tile installation

[1] Half-space, -10 dB from on-axis sensitivity [2] IEC60268-1 noise signal for 2 Hrs
[3] On-Axis, half-space sensitivity, 2.83V, 1 m [4] Calculated from rated noise voltage and sensitivity

As part of QSC's ongoing commitment to product development, specifications are subject to change without notice.

1675 MacArthur Boulevard • Costa Mesa, CA 92626 • Ph: 800/854-4079 or 714/957-7100 • Fax: 714/754-6174

please recycle

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Thank You

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WEBB
INTEGRATION

PERFORMANCE AUDIO
2456 S West Temple Salt Lake City, UT 84115
Phone: (801) 466-3196

Proposal

State Contract Number: MA3157
Project No: PERF-10132
Revision: 0
Quote Date: 06/18/2020

South Weber City - Council Chambers

1600 East South Weber Drive South Weber, Ut 84405

Presented By: Brad Wadsworth brad.wadsworth@performanceaudio.com

Bill To:

South Weber City
Shaelee King
1600 E South Weber Dr
South Weber, Ut 84405
Phone: 801-479-3177
Email:
accountspayable@southwebercity.com

Primary Contact:

South Weber City
Mark McRae
1600 E South Weber Dr
South Weber, Ut 84405
Phone: 801-479-3177
Email: mmcrae@southwebercity.com

Scope Of Work

The proposal is our understanding of the customer needs based upon information gathered during site survey(s) and any further customer communications. Please take the time to review this proposal and ensure that you have an understanding of its contents.

The proposal addresses the design, provision and installation of the Audiovisual equipment as indicated in the following pages.

Scope of Work:

- Replace the existing sound system. The new system will allow the use of up to 16 wired microphones. The client is providing 8 microphones, and Performance Audio is providing and installing 8 push to talk gooseneck type mics, a new DSP, amplifier and appropriate speakers to cover the council chambers room and two overflow rooms. System will be able to feed the sound system in the room, and the live stream to youtube. System will be simple and easy to operate.
- Install a new speaker and volume control in both overflow rooms as stated above.
- Install new mic jacks (total of 16) and run new wire to each mic input plate.
- Run new wire to each speaker location.
- We will use the exisiting equipment rack located in the basement to mount our gear in. Client has agreed to allow us to utilize the open space in this rack.
- Provide a desktop touch panel control unit at the Recorder's desk location to control the system.
- Provide and install four personal monitors for the council members located on the council desk. These will be positioned between council members (one monitor per two council members). The video content will come from a laptop and blu-ray player, and will split out to a tv display for the audience members.
- Provide and mount a camera on the back wall to capture the council bench members. Run new wire to this location from the rack. This will be fed to all displays, as well as the broadcast out.
- Provide and install a 70" flat panel display on the West wall of the Audience area.

** All Pricing is in Accordance with Performance Audio State Contract #MA3157.

Assumptions:

Performance Audio must make some assumptions regarding the physical construction of customer's facility, availability of technical infrastructure and site conditions. If any of the assumptions listed below are incorrect for your project or project site, please let your Sales Engineer know as soon as possible. Changes to the proposal to accommodate different assumptions may influence the price of equipment or services. To ensure that you have an accurate proposal, please review these assumptions carefully:

- Training as noted
- All electrical work, if required, is to be done by a licensed electrical contractor
- All wiring will be in accordance with the NEC code
- Parking for Performance Audio vehicles will be available on site (within 200' of project location) unless otherwise pre-arranged.
- If applicable, existing equipment will be removed from its location and returned to an authorized representative/customer.
- Information, including costs regarding background checks or additional requirements for installers to perform the specified work are the responsibility of the customer and should be pre-arranged.
- Please provide a place for waste disposal
- Any Owner Furnished equipment requiring 'pre-build' will need to be delivered to Performance Audio two weeks before installation for verification of operation and programming if required.
- Performance Audio must receive security passwords necessary for access to the work site.
- Upon completion of this project, documentation requiring a customer sign-off will be provided.

Risks:

While it is impossible to identify all risks for a project, the following items are potential risks associated with this project as determined by Performance Audio. These are not expected to become issues that will affect the project but are included to make customer aware of known risks.
Please review these risks carefully:

- Equipment ordered for this project has an expected lead time of 4 to 8 weeks after the drawings / project are / is approved and is understood to be current models. However, occasionally equipment is back-ordered. Performance Audio will make all reasonable efforts to move the project forward without delays due to backordering but cannot be held responsible if any such delays occur.
- Performance Audio is not responsible for the operational condition of Owner Furnished equipment (OFE).

Constraints:

The following items are understood to dictate any constraints of the project. If any of the constraints listed below are inaccurate for your project, or if constraints for your project exist that are not listed below (including any deadlines or scheduling issues, job site protocols, safety requirements, operating hours, etc.) please let the Sales Engineer know as soon as possible. Failure to advise us of any constraints in advance may result in additional labor costs. Please review carefully:

- Colors, finishes and custom engravings of equipment specified are to be coordinated and signed off on by the customer prior to any product being ordered.
- Work shall not begin until third party contractors have completed work. i.e. Conduit and Electrical needs.
- All work is to be performed during normal business hours, Monday- Thursday 9 am to 6 pm, unless other hours have been prearranged and agreed upon.
- The customer is responsible for providing access to the workspaces and an on-site contact to help answer any questions during the installation process.
- Change orders, and additional work requests shall be processed through the Sales Engineer.
- Change orders may affect any previous schedules or deadlines discussed between the Customer and Performance Audio.

Any changes or additional requests for service after the final agreements may result in a change order and will be billed separately.

Please feel free to contact your Sales Engineer with any questions.

If you choose to proceed with this project, please initial at the bottom right of each page, sign/date and return with purchase arrangements.

Qty	Description

AV System

2 **AtlasIED AT100D**

Deluxe Decora Plate Mounted 100W Attenuator, 3dB Steps

1 **Design-Build Project Design and Coordination**

1 **D-Link DGS-1210-10P**

10 Port Web Smarth Gigabit POE Switch

1 **Epiphan AV.IO HD**

Captures from HDMI, DVI or VGA sources

1 **Extron DA6 HD 4K**

DA HD 4K series six output HDMI distribution amplifier

1 **Extron IN1608 xi**

Eight Input HDCP-Compliant Scaling Presentation Switcher with DTP Extension

1 **Extron USB Extender Plus D T**

Twisted Pair Extender for USB Peripherals

1 **Extron USB Extender Plus R**

Twisted Pair Extender for USB Peripherals

1 **Juice Goose JG 9.0-PerfA1**

8 Outlet Rack Mount Multiple Outlet Strip with Performance Audio Branding
1 Front Outlet

1 **Lumens LC200**

CaptureVision System. Supports 1080p 60/30fps recording. Supports 4 HDMI Inputs and IP video sources including Lumens IP Cameras, NDI|HX Camera, and standard RTSP streams.

Performance Audio Device Configuration

Labor to setup and configure device

Performance Audio Device Control Video Matrix Switcher

Programming to route multiple video inputs to one or many outputs

1 **Lumens VC-BC601PW**

1080p Camera with 30x optical zoom

1 **Lumens VC-WM11**

Wall Mount for the Box Camera Series

Qty	Description
	Performance Audio Device Configuration Labor to setup and configure device
	Performance Audio Device Control Programming Programming labor for standard device control
1	**Pro Grade 1/8'' to Dual RCA Cable 3 ft** iPod to RCA Cable
590	**Pro Grade 16 AWG 225 WH** West Penn 225 2-Conductor 16 Gauge Cable
210	**Pro Grade Cat 6** Cat 6 cable. 4 pair of 23 AWG.
1	**Pro Grade Cat 6 Keystone**
1	**Pro Grade Cat 6 Patch Cable 10 ft** Cat-6 Stranded Patch Cable with boots
3	**Pro Grade Cat 6 Patch Cable 3 ft** Cat-6 Stranded Patch Cable with boots
2	**Pro Grade HDMI Cable 10 ft** 4K Ultra HD High Speed HDMI Cable with Ethernet
2	**Pro Grade HDMI Cable 3.3 ft** 4K Ultra HD High Speed HDMI Cable with Ethernet
2	**Pro Grade HDMI Cable 5 ft** 4K Ultra HD High Speed HDMI Cable with Ethernet
1	**Pro Grade HDMI D-Style Nickel**
1372	**Pro Grade Mic Wire** 2 Conductor, 22 AWG mic wire.
8	**QSC AD-C6T-WH** 6.5" Two-way ceiling speaker, 70/100V transformer with 16Ω bypass, 135° conical DMT coverage,includes C-ring and rails for blind mount Installationation, Ø245mm cut-out. Available in white. Priced individually but must be purchased in pairs.
1	**QSC CORE 110f** Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.
	Performance Audio Control Processor Programming Programming for control processor

Qty	Description
	Performance Audio DSP Programming Programming of digital signal processor
1	**QSC SL-QSE-110-P** Q-SYS Core 110 Scripting Engine Software License, Perpetual.
1	**QSC SL-QUD-110-P** Q-SYS Core 110 UCI Deployment Software License, Perpetual.
1	**QSC MP-A40V** 800W FlexAmp technology Hi-Z / Lo-Z amplifier, 4 x 200W into 4Ω, 8Ω, 70V and 100V, Highpass filter per channel, GPIO for Remote Standby and Amp Status
1	**QSC TSC-80w-G2** Q-SYS 8.0" PoE Touch Screen Controller for In-Wall Mounting. Includes 1 LAN Port and Aux Power input, available in black only.
	Performance Audio Control GUI Programming Labor to program graphical user interface (GUI) for control panel
1	**QSC TSC-80t-G2-BK** Table top mounting accessory for TSC-80t-G2-BK.
8	**RDL D-J1** Microphone Input Assembly
1	**ROLLS DB226** Unbalanced Input Transformer
8	**Shure MX418/C** CARDIOID-18" GOOSENECK CONDENS

AV System Equipment Sub Total:	$17,993.52
AV System Labor Sub Total:	$11,668.20
AV System Sub Total:	**$29,661.72**

Grand Total on Page 7

Qty	Description

Council Desk Monitors

4 **Non-Specified Item - TBD Beetronics 15HD2**

15 inch monitor 1920x1080

4 **Pro Grade HDMI Cable 25 ft**

4K Ultra HD High Speed HDMI Cable with Ethernet

Council Desk Monitors Equipment Sub Total:	$1,500.16
Council Desk Monitors Labor Sub Total:	$180.00
Council Desk Monitors Sub Total:	**$1,680.16**

Grand Total on Page 7

Audience Flat Panel TV

1 **Extron DTP HDMI 4K 230 Rx**

is a digital twisted pair receiver that works with Extron DTP®-enabled products to send HDMI, audio, and bidirectional RS-232 and IR signals up to 230 feet (70 meters) over a shielded CATx cable

1 **Sharp PNLE701**

70" Flat Panel Display

1 **Chief XTM1U**

X-Large Fusion Mircro-Adjustable Tilt Wall Mount

Performance Audio Device Configuration

Labor to setup and configure device

Performance Audio Device Control Standard Display

Labor to program control system to power display on/off and set to a default input.

Audience Flat Panel TV Equipment Sub Total:	$2,381.33
Audience Flat Panel TV Labor Sub Total:	$545.00
Audience Flat Panel TV Sub Total:	**$2,926.33**

Grand Total on Page 7

PERFORMANCE AUDIO

Proposal

Pricing Summary

Equipment:	$21,875.01
Rough-In Labor:	$3,258.00
Installation Labor:	$2,507.16
Pre-Build Labor:	$1,397.00
Programming/Configuration Labor:	$3,657.50
Commissioning/Training Labor:	$1,573.54
Grand Total:	**$34,268.21**

Pricing valid until 7/18/2020
Price does not include taxes

Payment Schedule	Amount	Percent
Initial Deposit (Prior to Ordering Equipment)	$17,134.11	50%
Project Completion	$17,134.10	50%

I **Mark McRae** certify that I am authorized by **South Weber City** to make purchasing decisions and have read and understand this proposal.I also verify the functionality, equipment selection, and aesthetic properties of the equipment as laid forth in this proposal to be acceptable.By signing this proposal, I am signifying my agreement to this proposal in full and am authorizing Performance Audio to proceed with ordering the above listed equipment and fulfilling their obligations laid out above.Any changes to the above proposal will be subject to cancellation and/or restocking fees.

This proposal is subject to the terms and conditions of State Contract number MA3157.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed representatives.

South Weber City

Accepted by (Signature) **Date**

Mark McRae /

Name / Title (Printed)

Performance Audio

Authorized by (Signature) **Date**

Brad Wadsworth / **Sales Engineer**

Name / Title (Printed)

Agenda Item Introduction

Council Meeting Date: July 21, 2020

Name: Lisa Smith

Agenda Item: Ordinance 2020-03: City Code Title 4 Public Health and Safety

Background: The state legislature passed House Bill 202 which limits the council's authority regarding certain code violations. Violations pertaining to an individual's pet (defined as cat/dog) or an individual's use of residence cannot be classified greater than an infraction. Municipalities may also not issue more than one citation within a 14-day time period. To be in line with state code, the city code needs to be amended. State law also does not allow code officers to issue citations so the appropriate wording would be "notices".

Council discussed the proposed changes on June 30th and requested its return to the agenda as an action item.

Summary: Amend City Code Title 4 Public Health and Safety to comply with state law

Budget Amendment: n/a
Committee Recommendation: n/a
Planning Commission Recommendation: n/a

Staff Recommendation: approve amendment

Attachments: redline 4-2-11, redline 4-3-4, ordinance 2020-03

4-2-11: ALTERNATE ~~CITATION~~ NOTICE PROCEDURE - CRIMINAL PROSECUTION:

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A. If the code enforcement officer determines that a nuisance exists in violation of this chapter, the code enforcement officer may, as an alternate to the notice, hearing, and abatement provisions of sections 4-2-8 and 4-2-9 of this chapter:

1. Ascertain the names of the owners and occupants of the premises where such object and condition exist, together with a description of the premises; and

2. Issue a ~~citation~~ Criminal Procedure Notice to the owner or occupant of the property ~~by~~ through either ~~serving the citation personally upon~~personal service to the owner or occupant, or ~~mailing the citation~~ through certified mail~~, postage prepaid,~~ addressed to the owner or occupant at their last known address as disclosed by the records of the county recorder or as otherwise ascertained. In the event the code enforcement officer elects to mail the notice, it shall be deemed served when it is sent by certified mail~~, postage prepaid~~.

B. The ~~citation~~ notice shall:

1. Require the person to whom it is sent to correct the violation within such time as the ~~Code Enforcement Officer~~ code enforcement officer shall designate, which shall not be less than ten (10) nor greater than twenty (20) days and shall be known as the correction period, with the time given to remedy the violation beginning the day following the day on which the ~~citation~~ notice is issued;

2. Contain a specific statement of the nature of the violation and generally describe the premises on which the violation exists;

3. Inform the person to whom the ~~citation~~ notice is issued that after the correction period, if the violation has not been fully remedied, the matter will be referred for criminal prosecution;

4. Inform the person that in the event ~~a~~ criminal prosecution is pursued, the prosecution shall be for a~~-~~ misdemeanor except regarding an individual's pet or use of the individual's residence which shall be an infraction~~Class C misdemeanor.~~ unless:

a. A fine has been imposed for a violation involving the same residence or pet on three previous occasions within the past 12- month period;

b. Violation is a nuisance as defined in state code 78B-6-1101(1);

c. Violation threatens the health, safety, or welfare of the individual or an identifiable third party; or

d. Violation is of building or fire code

C. In the event the person complies with the ~~citation~~notice, the person shall notify the code enforcement officer of their compliance. Within five (5) days of receiving notice of compliance, the code enforcement officer shall again inspect the property.

1. If the property complies with this chapter, the code enforcement officer shall notify any other offices or persons who have received notice of the ~~citation~~ violation of ~~that~~ compliance and no criminal action shall be brought.

2. In the event the property still does not comply with the provisions of this chapter, the code enforcement officer shall issue a ~~second citation~~Final Criminal Procedure Notice, clearly stating the reasons the property is still considered in violation of this chapter.

3. In the event ~~a second citation~~a final notice is issued for the same violation and the person again asks for inspection and the ~~citation~~ violation is still not corrected to the satisfaction of the code enforcement officer, the matter shall be referred to the city prosecutor for criminal prosecution. In no ~~event~~ case shall the code enforcement officer issue more than one ~~two (2)~~ ~~citations~~criminal -procedure notices for the same violation within a 14-day period.

D. In the event the person to whom the ~~citation~~ notice was issued fails or neglects to correct the violation, the code enforcement officer shall refer the matter to the city prosecutor for prosecution.

E. The commencement of criminal proceedings for the purpose of imposing penalties for violations of this chapter shall not be conditioned upon prior issuance of any notification ~~citation~~ or the granting to the defendant an opportunity to abate or remove the nuisance.

F. The provisions of this chapter relating to notice and abatement and ~~citation~~ criminal procedure notice shall be deemed merely alternative and additional methods of securing conformity to the provisions of this chapter.

G. Any owner, occupant, or person having an interest in property subject to this chapter who shall fail to comply with the ~~citation~~ notice given pursuant to this section shall be guilty of a misdemeanor except ~~Class C misdemeanor~~ for violations pertaining to an individual's pet or use of residence which shall be infractions. (Ord. 19-07, 3-12-2019)

4-3-4: PENALTY:

A. Any persons violating any of the provision of this chapter, unless involving an individual's pet or use of an individual's residence, shall be deemed guilty of a ~~Class~~ class C misdemeanor and subject to penalty as provided in section 1-9-1 of this ~~Code~~code. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

B. Violations that involve an individual's pet or use of an individual's residence shall be deemed infractions and ongoing violations may be cited every 14-days until compliant. Multiple violations for the same offense may be cited as class C misdemeanors and result in increased fine amounts. ~~(1989 Code § 10-476; amd. 1998 Code)~~

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ORDINANCE 2020-03

AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL AMENDING CITY CODE TITLE 4 PUBLIC HEALTH AND SAFETY

WHEREAS, the state of Utah adopted legislation limiting the powers of municipalities in enforcing city nuisance codes; and

WHEREAS, the city wishes to amend codes which apply to an individual's pet or use of an individual's property to comply with state regulations; and

WHEREAS, code enforcement officers are not authorized to issue citations per state law necessitating change to the criminal procedure regarding code violations; and

WHEREAS, staff made recommendations to amend Title 4 Chapters 2 and 3 to align with state law; and

WHEREAS, council has reviewed the recommendations and finds it in the best interests of the city to amend City Code Title 4 Public Health and Safety;

NOW, THEREFORE, BE IT ORDAINED by the city council of South Weber City, state of Utah:

Section 1. Chapter amended: Title 4 Public Health and Safety shall be hereby amended as follows:

SWC Code 4-2-11: ALTERNATE NOTICE PROCEDURE—CRIMINAL PROSECUTION: shall read as included in Exhibit 1

SWC Code 4-3-4: Penalty shall be amended to read:

4-3-4: PENALTY:

A. Any persons violating any of the provision of this chapter, unless involving an individual's pet or use of an individual's residence, shall be deemed guilty of a class C misdemeanor and subject to penalty as provided in section 1-9-1 of this code. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.
B. Violations that involve an individual's pet or use of an individual's residence shall be deemed infractions and ongoing violations may be cited every 14-days until compliant. Multiple violations for the same offense may be cited as class C misdemeanors and result in increased fine amounts.

Section 2. General Repealer. Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

DRAFT

Section 3. Effective Date. The City Council of South Weber City, State of Utah, has determined that the public health, safety, and welfare requires that this ordinance take effect immediately. Therefore, this ordinance shall become effective immediately upon passage and publication as required by law.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 21st day of July 2020.

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

_____
MAYOR: Jo Sjoblom

_____
ATTEST: City Recorder, Lisa Smith

CERTIFICATE OF POSTING

I hereby certify that Ordinance 2020-03 was passed and adopted the 21st day of July 2020 and that complete copies of the ordinance were posted in the following locations within the city this 22nd day of July 2020.

1. South Weber Family Activity Center, 1181 E. Lester Drive
2. South Weber City Building, 1600 E. South Weber Drive

_____
Lisa Smith, City Recorder

EXHIBIT 1
CODE AMENDMENT 4-2-11

4-2-11: ALTERNATE NOTICE PROCEDURE - CRIMINAL PROSECUTION:

A. If the code enforcement officer determines that a nuisance exists in violation of this chapter, the code enforcement officer may, as an alternate to the notice, hearing, and abatement provisions of sections 4-2-8 and 4-2-9 of this chapter:

1. Ascertain the names of the owners and occupants of the premises where such object and condition exist, together with a description of the premises; and

2. Issue a Criminal Procedure Notice to the owner or occupant of the property through either personal service to the owner or occupant, or through certified mail addressed to the owner or occupant at their last known address as disclosed by the records of the county recorder or as otherwise ascertained. In the event the code enforcement officer elects to mail the notice, it shall be deemed served when it is sent by certified mail.

B. The notice shall:

1. Require the person to whom it is sent to correct the violation within such time as the code enforcement officer shall designate, which shall not be less than ten (10) nor greater than twenty (20) days and shall be known as the correction period, with the time given to remedy the violation beginning the day following the day on which the notice is issued;

2. Contain a specific statement of the nature of the violation and generally describe the premises on which the violation exists;

3. Inform the person to whom the notice is issued that after the correction period, if the violation has not been fully remedied, the matter will be referred for criminal prosecution;

4. Inform the person that in the event criminal prosecution is pursued, the prosecution shall be for a misdemeanor except regarding an individual's pet or use of the individual's residence which shall be an infraction unless:

a. A fine has been imposed for a violation involving the same residence or pet on three previous occasions within the past 12- month period;

b. Violation is a nuisance as defined in state code 78B-6-1101(1);

c. Violation threatens the health, safety, or welfare of the individual or an identifiable third party; or

d. Violation is of building or fire code

C. In the event the person complies with the notice, the person shall notify the code enforcement officer of their compliance. Within five (5) days of receiving notice of compliance, the code enforcement officer shall again inspect the property.

1. If the property complies with this chapter, the code enforcement officer shall notify any other offices or persons who have received notice of the violation of compliance and no criminal action shall be brought.

2. In the event the property still does not comply with the provisions of this chapter, the code enforcement officer shall issue a Final Criminal Procedure Notice, clearly stating the reasons the property is still considered in violation of this chapter.

3. In the event a final notice is issued for the same violation and the person again asks for inspection and the violation is still not corrected to the satisfaction of the code enforcement officer, the matter shall be referred to the city prosecutor for criminal prosecution. In no case shall the code enforcement officer issue more than one criminal procedure notices for the same violation within a 14-day period.

D. In the event the person to whom the notice was issued fails or neglects to correct the violation, the code enforcement officer shall refer the matter to the city prosecutor for prosecution.

E. The commencement of criminal proceedings for the purpose of imposing penalties for violations of this chapter shall not be conditioned upon prior issuance of any notification or the granting to the defendant an opportunity to abate or remove the nuisance.

F. The provisions of this chapter relating to notice and abatement and criminal procedure notice shall be deemed merely alternative and additional methods of securing conformity to the provisions of this chapter.

G. Any owner, occupant, or person having an interest in property subject to this chapter who shall fail to comply with the notice given pursuant to this section shall be guilty of a misdemeanor except for violations pertaining to an individual's pet or use of residence which shall be infractions. (Ord. 19-07, 3-12-2019)

Agenda Item Introduction

Council Meeting Date: July 21, 2020

Name: David Larson

Agenda Item: Legal Service Contract

Background: South Weber City received proposals from 8 recommended firms and attorneys willing to provide ongoing City Attorney services. A committee consisting of Mayor Sjoblom, Councilmembers Hayley Alberts & Quin Soderquist, and City staff members David Larson, Lisa Smith, & Brandon Jones evaluated the proposals based on key personnel, qualifications/experience, municipal law expertise and cost, with proposals ranging from $85/hour to $250/hour.

The committee met on Thursday, July 2 to discuss the evaluations and selected the following firms to interview in person: Blaisdell Church Johnson, Daines Jenkins, and Hayes Godfrey Bell.

Interviews were conducted by Mayor Sjoblom, Councilmembers Alberts & Soderquist, and Manager Larson. Unanimously, the 4 interviewers recommend awarding the legal service contract to Hayes Godfrey Bell due to their knowledge of municipal law, qualities of key personnel, recommendations, and philosophy. The committee believes they are the right fit for the community knowing the legal issues facing the City currently and the anticipated projects coming up.

Summary: Upon evaluation of 8 City Attorney service proposals from recommended and qualified Legal Firms, the committee recommends the evaluation committee recommends the Council awards the contract Hayes Godfrey Bell

Budget Amendment: NA
Committee Recommendation: Award Legal Services Contract to Hayes Godfrey Bell

Planning Commission Recommendation: NA
Staff Recommendation: NA
Attachments: Resolution 2020-31
Proposals received from all 8 firms

RESOLUTION 2020-31

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING CITY ATTORNEY SERVICES AGREEMENT

WHEREAS, South Weber's agreement with Douglas J. Ahlstrom P.C. terminated June 30, 2020 creating an open position for city legal services; and

WHEREAS, the city requested referrals from other cities for attorney services which were then contacted with requests for proposals; and

WHEREAS, eight firms returned proposals namely, Blaisdell Church Johnson, Stevin Brooks, Cowdell & Woolley, Daines & Jenkins, Gordon Law Group, Hayes Godfrey Bell, Mike Houtz, and Jones Waldo; and

WHEREAS, a review committee; consisting of Mayor Jo Sjoblom, City Manager David Larson, City Engineer Brandon Jones, City Recorder Lisa Smith, Councilwoman Hayley Alberts, and Councilman Quin Soderquist; scrutinized each proposal and rated them based on key personnel, qualifications and experience, municipal expertise, and cost; and

WHEREAS, the review committee chose to interview three of the candidates: Rob Patterson from Blaisdell, Church & Johnson, LLC; Jayme Blakesley from Hayes Godfrey Bell, P.C.; and Dustin Ericson from Daines & Jenkins, LLP; and

WHEREAS, Mayor Jo Sjoblom, City Manager David Larson, Councilwoman Hayley Alberts, and Councilman Quin Soderquist conducted interviews and after conferring chose to recommend Hayes Godfrey Bell to the council for approval;

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

Section 1. Award: The attorney service contract is hereby awarded to Hayes Godfrey Bell, P.C. as attached 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 21st day of July 2020.

:

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1

AGREEMENT FOR LEGAL SERVICES WITH HAYES GODFREY BELL

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into effective as of the 21st day of July, 2020, by and between **SOUTH WEBER CITY**, a municipal corporation of the State of Utah, hereinafter referred to as the "City," and **HAYES GODFREY BELL, P.C.**, a Utah professional corporation, hereinafter referred to as the "Attorney".

WITNESSETH:

WHEREAS, the City is a legal municipal corporation duly organized under the laws of the State of Utah; and

WHEREAS, the City requires various civil legal services to be performed in connection with its purposes and business and the Attorney is willing to perform said legal services as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Attorney's Services.** Attorney agrees to perform or provide legal services for the City as requested in connection with civil matters of the City and to give legal consultation and advice to the City with respect to the same, and to prepare resolutions, contracts and other documents relating to the business of the City, and to attend meetings of the City and other meetings and hearings as requested by the City.

2. **Appointment.** The City hereby appoints Hayes Godfrey Bell, P.C., as City attorney. Services performed under this Agreement will primarily be performed by Jayme L. Blakesley. Other members of the firm, including Michael Z. Hayes, Todd J. Godfrey, Mark F. Bell, and Brad Christopherson may occasionally provide services.

3. **Attorney Compensation.** For the professional services outlined in paragraph 1 hereinabove, Attorney shall charge and be paid in accordance with Attorney's regularly charged municipal rates of $195 per hour. The City should expect the majority of services to be performed by Mr. Blakesley. Hourly rates charged by Attorney shall be deemed to include Attorney's internal overhead office costs. The Attorney agrees to hold its rates at $195 per hour for a period of thirty-six (36) months—until July 31, 2023. After that time, rates are subject to change by Attorney from time to time to reflect increases in the cost of doing business. The City agrees to reimburse Attorney for all costs and expenses advanced by Attorney on the City's behalf with respect to litigation or otherwise.

4. **Termination.** This Agreement may be terminated by either party hereto by giving written notice of such termination to the other party. If such termination is without cause, the party terminating this Agreement shall give the other party a minimum of thirty (30) days advance written notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the date and year first hereinabove written.

"CITY"

SOUTH WEBER CITY

ATTEST:

_____
Lisa Smith
City Recorder

_____
David Larson, City Manager

"ATTORNEY"

HAYES GODFREY BELL, P.C.

_____
Jayme L. Blakesley

BLAISDELL, CHURCH & JOHNSON, LLC
ATTORNEYS AT LAW

5995 SOUTH REDWOOD ROAD
SALT LAKE CITY, UTAH 84123
rob@bcjlaw.net

DAVID L. CHURCH
ERIC TODD JOHNSON
DAVID R. BLAISDELL
LISA-MICHELLE CHURCH
ROBERT A. PATTERSON

TEL (801) 261-3407
FAX (801) 261-3503
CELL (801) 200-5910

June 18, 2020

David Larson, City Manager
South Weber City
1600 E. South Weber Dr.
South Weber, Utah 84405
dlarson@southwebercity.com

Re: *Municipal Legal Services Proposal*

Dear Mr. Larson:

This response contains Blaisdell, Church & Johnson, LLC's proposal to provide general municipal legal services for South Weber City. This proposal is submitted by, and all correspondence related to this proposal may be directed to:

Rob Patterson
5995 S. Redwood Road
Salt Lake City, UT 84123
801.520.5333 (cell)
rob@bcjlaw.net

While I would be the primary contact for the City, we have additional attorneys available as needed to ensure that South Weber is adequately and timely served. Thank you for considering our firm's proposal to provide legal services to South Weber City. We would be happy to discuss the City's needs and any part of this proposal with you at your convenience. We would be delighted to be selected as the City's attorney. But mostly, we want to see South Weber receive the quality of legal services it needs and deserves. If we are selected for that purpose, we will be pleased, but we will also be very happy if the City feels a different option is best for now. Feel free to call us with any legal questions or concerns.

Very truly yours,

Robert A. Patterson

EXECUTIVE SUMMARY

Blaisdell, Church & Johnson LLC is a leading law firm in Utah for municipal law. Our attorneys advise cities and towns throughout Utah on all aspects of municipal law. Three of our attorneys practice exclusively with local governments, only representing governmental bodies and never taking any legal matters that may conflict with any public body. Our attorneys also have a wide array of experience defending municipalities' rights in litigation. In addition to representing numerous municipalities, we have also worked with other local government entities, including special service districts, building authorities, and counties on a variety of matters such as bonds, innovative public-private partnerships, and tax-increment financing.

In short, we have a considerable breadth and depth of experience and knowledge of the issues facing Utah municipalities as they work with citizens, businesses, and other governmental entities. This experience allows us to anticipate and avoid problems and quickly respond to issues—often because we have dealt with them in the past. We are acutely aware of the budget constraints facing Utah municipalities, and we strive to provide top-notch legal services at reasonable rates. We are confident that we will provide the high level of service that South Weber deserves.

PROPOSAL

1. Contract Proposal: Our proposal contemplates a contract based solely on billable hours, outlined below in the proposed fee schedule. This contract would be for our firm to represent and advise the City on all civil legal matters, including litigation, administrative proceedings, and civil enforcement of City code, as desired and requested by the City, excluding services as bond counsel and criminal prosecutions. A separate contract can be discussed for these matters if desired. We would not expect any benefits or services aside from the rates discussed below in the proposed fee schedule. We carry liability insurance and will work with the City to satisfy any insurance or indemnification requirements.

2. Attorney Availability: This proposal is for the services of Rob Patterson and Eric Johnson, with other attorneys and staff assisting as needed. While Mr. Patterson would be the primary contact, both Mr. Rob Patterson and Mr. Eric Johnson would be available on an as-needed basis to the City's officials and staff to answer questions, provide advice, and review or draft contracts, ordinances and other documents. We are available by phone at any hour. We are also more than happy to appear at any City Council meetings or other meetings or appointments as desired by the City. While our office is located in Salt Lake City, we routinely travel throughout Utah to serve our clients. In short, we have no issue being available to the City when needed.

FEE SCHEDULE

1. Fee Proposal: We would be happy to work on an hourly basis at the rate of $125 for all attorneys. This rate would include all general legal matters as well as litigation and civil enforcement of City code, but not bond counsel services or criminal prosecutions. A separate contract can be discussed for these matters if desired.

2. Travel: For public meetings, appointments, court appearances, and other travel, we would only charge for actual time expended, and if there are any travel costs, such as airfare, then we only ask to be reimbursed for actual costs. We do not charge mileage for travel inside the state of Utah.

3. Uncharged Expenses: We do not charge for most out of pocket expenses, such as long-distance calls, copies, or mailing. We do not charge for anything we do in the office, such as secretarial services, stationary, postage, supplies, library and equipment. However, for large matters, like a copy run of several hundred pages of documents where it is best to use the services of a copy center, and any costs or fees arising from litigation including court costs, filing fees, and witness fees, then we would ask that the City cover those expenses or reimburse our out of pocket payments for such expenses.

4. Invoices: We bill on a monthly basis. The invoices detail the date of the billable time, the attorney billing the time, the time spent, the applicable billing rate, and the reason for the billed time and the work that was performed.

ATTORNEYS AND QUALIFICATIONS

Our proposal is for the services of attorneys Rob Patterson and Eric Johnson, with other attorneys at our firm available as needed. Mr. Patterson would be the lead attorney, with Mr. Johnson assisting. All of our attorneys are members of the Utah State Bar in good standing.

Our attorneys have such an array of experience in municipal law that there may not be an area of municipal law in which we have not already worked. We are often able to complete work more quickly than other attorneys, because we have already dealt with many of the issues that arise in a city. We are accustomed to the challenges and emergencies that municipalities face. We have experience in advising cities on how to prepare for and minimize the negative ramifications and potential liability of the difficult decisions that cities must make, including employment, land use, and code enforcement. In addition to our legal expertise and experience, we also have considerable practical experience with the optics of litigation and community disputes. We have worked on numerous legal matters for cities that have been in the media and have considerable experience dealing with hot legal matters in a sensitive way that enables cities to tell their side of the story in the press. We have advised communities dealing with referenda on city council decisions, protests, lawsuits from their own citizens, disputes between citizens that implicate the city, and complaints about city officers, employees, and city services.

We have both the know-how and the practical experience to help South Weber prepare for and avoid issues before they arise and respond to and overcome those challenges that cannot be avoided. We are ready to begin immediately. We are fully versed in state law related to municipalities. We will only need to familiarize ourselves with the City's ordinances and policies, which we can review as soon as we are engaged. Below is a summary of the primary attorneys for this proposal, whose resumes are also attached.

1. Robert A. Patterson, rob@bcjlaw.net, (801) 200-5910: Mr. Rob Patterson joined the law firm as an associate in 2016, continuing a tradition of top flight legal counsel. Mr. Patterson quickly gained experience with municipal law and has represented both Mapleton City and Hyde

Park City in complex litigation regarding disputes over contracts and land use. Mr. Patterson currently serves as the primary city attorney for Highland City, Hyde Park City, Kamas City, Oakley City, Nibley City, and the Town of Manila. In this position, he has advised and helped cities navigate numerous thorny issues, including zoning and land use, eminent domain, employment disputes, referenda, ethics, GRAMA, and has helped municipalities negotiate and draft favorable contracts regarding real estate transactions, development agreements, municipal service contracts, and interlocal cooperation agreements. Mr. Patterson's practice focuses entirely on serving and representing municipalities and other local governments. Prior to joining the firm, Mr. Patterson clerked for Chief Justice Matthew B. Durrant of the Utah Supreme Court. Mr. Patterson graduated second in his class from the J. Reuben Clark Law School in 2015.

2. Eric Todd Johnson, eric@bcjlaw.net, (801) 520-5333: Mr. Eric Johnson has more than twenty years of experience representing cities and towns as general counsel and as special bond counsel, including Mapleton City, the Town of Brian Head, the Town of Manila, Mona City, and the City of Cedar Hills. Such representation has involved essentially all aspects of municipal law, including employment, land use, utilities, real estate, impact fees, environmental, federal anti-discrimination laws, free speech, water law, voting and referenda, eminent domain, negotiating and drafting contracts, drafting and revising ordinances, and much more. In addition, Mr. Johnson is a nationally recognized municipal bond attorney and has represented more than 200 Utah communities as bond counsel. Mr. Johnson has advised communities on all aspects of public financing, from traditional bonds to innovative public-private partnerships for projects of all sizes. In addition to his extensive experience with municipal law, Mr. Johnson has stellar educational and professional qualifications. He graduated in the top few in his class at the J. Reuben Clark Law School at Brigham Young University. Upon graduation from law school, Mr. Johnson clerked for Justice I. Daniel Stewart of the Utah Supreme Court from 1994-1995. Mr. Johnson has also taught as an adjunct law professor at the J. Reuben Clark Law School, teaching State and Local Government Law.

CONFLICTS OF INTEREST

We only represent public bodies, so we do not and will never have a conflict between private entities and the City. We do not expect any conflicts with surrounding communities. We will advise the City if any of these circumstances change.

REFERENCES

1. David Zook, City Manager – Nibley City (435) 752-0431
2. Nathan Crane, City Administrator – Highland City (801) 756-5751
3. Cory Branch, City Administrator - Mapleton City, Utah (801) 489-5655
4. Matt McCormick, Mayor – Kamas City (435) 783-4630
5. Sharidean Flint, Mayor - Hyde Park City (435) 881-4952 (cell)

ROBERT A. PATTERSON

5995 S. Redwood Rd., Salt Lake City, UT 84123 801.200.5910 rob@bcjlaw.net

UTAH STATE BAR – License Number 15703

EXPERIENCE

BLAISDELL, CHURCH & JOHNSON, LLC

Associate *2016 – Present*

- Assist and represent municipalities and other local government entities as general counsel on all matters of local, state, and federal law including Highland City, Hyde Park City, Kamas City, Mona City, Nibley City, Oakley City, and the Town of Manila
- Review and prepare municipal ordinances (land regulations, impact fees, municipal government, etc.); contracts (real estate transactions, settlement agreements, development agreements, interlocal agreements, etc.); and land use matters (annexations, recommendations on rezones and other applications, subdivision plats, etc.)
- Defend municipalities and officers in litigation and administrative proceedings regarding land use and zoning, takings and inverse condemnation, ethics complaints, employment and personnel issues, and contract disputes

UTAH SUPREME COURT

Judicial Clerk – Chief Justice Matthew B. Durrant *2015 –2016*

- Draft and prepare memoranda and final decisions for cases on appeal to Supreme Court

EDUCATION

J. REUBEN CLARK LAW SCHOOL, BRIGHAM YOUNG UNIVERSITY

Juris Doctor *2015*

- Class Rank 2/143, GPA: 3.87, *summa cum laude*
- Order of the Coif
- BYU Law Review Board – Lead Note and Comment Editor
- Public Interest Law Foundation – President
- John S. Welch Award for Outstanding Legal Writing – First Place

UNIVERSITY OF UTAH

Conflict Resolution Graduate Certificate *2016*

- Comprehensive training in mediation, negotiation, and dialogue facilitation

Bachelor of Science, Speech Communication *2012*

- GPA: 3.92, *magna cum laude*

DISTINCTIONS & AWARDS

Author: Reviving the Civil Jury Trial – 2014 BYU L. REV. 951
Faculty Award for Meritorious Achievement and Distinguished Service – JRCLS
Public Interest Service Award – JRCLS
Charles E. Jones Scholarship –JRCLS
Royal L. Garff Memorial Scholarship – University of Utah

ERIC TODD JOHNSON

5995 S. Redwood Rd., Salt Lake City, UT 84123 801.520.5333 eric@bcjlaw.net

BAR MEMBERSHIP

UTAH STATE BAR – License No. 6901

EXPERIENCE

BLAISDELL, CHURCH & JOHNSON, LLC
Partner

- General counsel (present and former) to the following Utah communities: Mapleton City, Hyde Park City, City of Cedar Hills, Town of Manila, Town of Brian Head, Mona City, and the Town of Goshen. He advises communities on all aspects of municipal law, including employment law. He has successfully represented and defended communities in court on a variety of issues, including challenges to zoning and development conditions, utility rates, GRAMA, inverse condemnation, and more.
- Bond counsel on hundreds of public projects for essentially all types of public entities, such as cities, counties, school districts, interlocal agencies, special districts, municipal building authorities, etc. Frequently, these financings assist communities advance economic development and enhance fiscal stability. However, Mr. Johnson has also assisted communities to surmount distressed financial situations. Mr. Johnson has experience with basically all types of public financings, from the most sophisticated to the commonplace, from traditional procurement to public-private partnerships.

UTAH SUPREME COURT
Judicial Clerk – Justice I. Daniel Stewart *1994–1995*

EDUCATION

J. REUBEN CLARK LAW SCHOOL, BRIGHAM YOUNG UNIVERSITY
Juris Doctor *1994*

- *magna cum laude*
- Order of the Coif
- BYU Law Review – Editor

WESTERN WASHINGTON UNIVERSITY
Master of Business Administration – with honors *1990*

BRIGHAM YOUNG UNIVERSITY
Bachelor of Science *1986*

AFFILIATIONS, DISTINCTIONS, & AWARDS

National Association of Bond Lawyers (NABL)
Utah Municipal Attorneys Association
Named Utah's Legal Elite in Government Law, 2008 – present
Former Chair J. Reuben Clark Law Society, Salt Lake City Chapter
Vice-Chair Religious Liberties Committee – J. Reuben Clark Law Society

STEVIN E. BROOKS*
ATTORNEY AT LAW
4600 SO. WEBER RIVER DRIVE
OGDEN, UT 84405
Sebrooks08@Yahoo.com
(801) 721-1100

*Licensed in the states of Idaho and Utah

June 1, 2020

David J. Larsen
South Weber City Manager
1600 E. South Weber Drive
South Weber, UT 84405
dlarson@southwebercity.com

Dear Mr. Larsen:

I write this letter to you expressing my interest in the position of South Weber City Attorney. I have been practicing law since 1991, with the majority of that time spent in the public sector, primarily with City and County Governments. I am well versed in how things operate in both small and larger Cities. I currently serve as the city attorney for Riverdale City, Garland City and McCammon, Idaho. I do not see that being a conflict for South Weber at all and I would be able to devote the time needed to South Weber to complete the assignments given me. I work right next door to your city so if you ever needed me to make a quick visit for a document signature, review or anything else, it could easily be accomplished. I would look forward to an excuse to pass by Burly Burgers on my way to a meeting!

I charge $85.00 per hour for my contracted city government work. I would be happy to discuss this further with you.

I am confident in being an asset to South Weber. Because of my background and experience, South Weber would not need to spend much time and/or resources getting me "up to speed" in City legal matters or general goals, procedures and operations.

Please find attached my resume that you requested, that further outlines my qualifications for your position. I hope to hear from you soon and please feel free to call me if you have further questions.

Yours truly,

Steve Brooks

Stevin E. Brooks

761 N. 400 E.
Brigham City, UT 84302
(801) 721-1100

EMPLOYMENT

City Attorney- Riverdale City **11/2004- present**

Attend City Council meetings, hearings and staff meetings to provide legal advice on all legal related issues, on proposed courses of action or policy questions and parliamentary procedure. Research and draft all ordinances, resolutions, city policies, legal responses, pleadings, memoranda, contracts, real estate documents, and litigation documents to be filed in judicial or other proceedings. Provide legal opinions and advice on ethics, open meetings act requirements, GRAMA, contemplate actions of Mayor and City Council, and potential legislation under consideration by City Council. Serve as fill-in city administrator when needed. Represent the City in any zoning or administrative hearings when necessary; respond to inquiries by the Mayor, City Council and City Administrator regarding legal ramifications of all matters.

City Attorney – Garland, Utah **08/2016 - present**

Reviewed, modified and up-dated code sections as requested, help with and coordinate personnel matters, reviewed legality and prepared real estate transactions, reviewed and drafted documents resulting in a consolidation of police departments, help coordinate the recertification of the city's justice court, spearheaded the search and acquisition of a new city engineer, send out all legal letters, correspondence and notices. Research and draft all resolutions and ordinances requested by the Mayor and Council. Keep the City Council, Mayor, City Administrator and departments apprised of new or proposed state or federal legislation, legal conditions and current or future legal trends affecting City operations.

City Attorney - McCammon City, Idaho **05/2000 - present**

Responsible for all legal matters pertaining to a small rural community located in southern Idaho. Send out all legal letters, correspondence and notices. Research and draft all resolutions and ordinances requested by the Mayor and Council, Help coordinate all Human Resource issues and prepare policies and procedures consistent with City Council direction. Advise the City Council, Mayor and departments of new or proposed state or federal legislation, legal conditions and current or future legal trends affecting City operations.

County Attorney- Oneida County, Idaho **1998- 2005**

Served as the sole legal representative to the County and responsible for all day to day legal operations including prosecutions of both felony and misdemeanor criminal cases, drafted all resolutions and ordinances, performed all civil litigation, contract drafting and negotiation, employment matters, and legal research. Advised and counseled County officials and agencies regarding land use, zoning, real estate development & county Jaw as well as negotiated contracts, leases, deeds and licenses, and other legal documents and defends claims arising from those matters.

City Attorney- Malad City, Idaho **1998-2005**

Review and research Federal, State, and local laws, ordinances and court decisions; prepare interpretations and legal opinions for Mayor, Council and departments, boards or officials. Attended all Council meetings, executive sessions and work sessions to act as legal advisor and to ensure compliance with laws, rules, and regulations; prepared speaking presentations and participated in discussions. Drafted any and all legal related documents and policies. Prosecuted all ordinance violation cases including traffic, building, and code violations as well as interviewed witnesses, victims, attorneys and law enforcement officers, and presents arguments in court.

Attorney/legal advisor **08/97- 2015**

Served as the attorney/legal advisor to the Northwestern Band of the Shoshoni Nation (NWBSN) Housing Authority. Supervised and responsible for all legal matters including document preparation, research, consultations, resolution and rule drafting, etc., to the Board of Directors and Executive Director, concerning the planning, acquisition and occupation of low-rent housing under a grant from the Dept. of Housing and Urban Development.

Owner/attorney - Law Office of Stevin E. Brooks - Meridian, Idaho **1/95 - 5/97**

Maintained a general Law practice including all aspects of a small business and legal practice. Supervised a staff of 1-2 individuals. Handled a variety of cases associated with a general legal practice including criminal and family law cases, personal injury, landlord/tenant disputes, including evictions, employment and collections, as required in a legal practice. Provided private contract work for Action Collection Agency, including collection actions, and performed research and legal opinions as requested. Also performed private contract work, including court appearances, research, and preparation of legal opinions and documents for the Student Loan Fund of Idaho and for the State of Idaho, Dept. Of Health and Welfare, Child Support Division.

Deputy Attorney General -Idaho Attorney General's Office- Boise, Idaho **10/93-12/94**

One of three state attorneys assigned to the Bureau of Child Support Enforcement division. Appeared in civil court on a daily basis and also served as legal advisor to regional manager as well as bureau chief. Researched and argued numerous legal issues on appeal, or in question, and maintained a caseload of approximately 250 active cases. Prepared written and or legal opinions on civil matters, for the bureau, concerning legal issues, procedures, and questions involving the Bureau. Prepared and reviewed legal forms and documents used by the Bureau and the contract attorneys.

Deputy City Prosecutor- Boise City Attorney's Office- Boise, Idaho 08/91 -10/93

Performed all aspects of criminal prosecution, including additional investigation, interviewing victims and witnesses, preparation and trial, ana followed case through final disposition. Approximately 2 years' experience litigating in criminal court, including court and jury trials. Assigned to evaluate walk-in complaints for judicial merit and supervised the civil property disposition process. Responsible for a caseload of 300-400 active cases at any given time period. Supervised a staff of 1-3 individuals.

EDUCATION

Juris Doctorate 1991
UNIVERSITY OF IDAHO MOSCOW, IDAHO

Activities: Law Review editor for legislative affairs, 1990-91.
Law Review writer for legislative affairs, 1989-90.
Senator for Univ. of Idaho, 1990.

Bachelor of Arts 1988
WEBER STATE UNIVERSITY OGDEN, UTAH

Major: Political Science
Minor: Criminal Justice
Activities: Student Ambassador to University President.
Model United Nation- delegate and chapter president, 1987-88.
President College Republicans, 1987-88.
Numerous positions and responsibilities in Student government.

LICENSES / TRAINING / SKILLS / VOLUNTEER WORK

- Currently licensed and active as an attorney in the states of Utah and Idaho
- Training and review courses in Word, Westlaw and Casemaker
- Numerous courses in City and County government concerning Zoning, Ethics, Records, Meetings, etc.
- Criminal prosecution courses (legal issues, DUI, domestic disputes, forensic evidence, etc.)
- Fluent in Portuguese (speaking and writing) and semi-fluent in Spanish
- Training and courses in Child Support Enforcement issues
- Internship with Lewiston City Attorney's office
- Arbitration training course
- Training in Drug Courts

PROFILE SUMMARY:

Highly qualified and accomplished Legal Professional offering more than 20 years of experience specifically in the areas of Government and Municipal law. Possess excellent background in Ordinance and Resolution drafting, contract review and preparation, and risk management.

REFERENCES

Norm Searle
Riverdale City Mayor
4600 So. Weber River Drive
Riverdale Utah 84405
(801) 392-2122 (cell)

Mike Junk
Ogden City Justice Court Judge
310 26th Street
Ogden, UT 84401
(801) 791-2401

More available upon request.

Sasha Brown
Michael K. Green
David S. Lassetter
Niel H. Lund

Tracy S. Cowdell

Chad L. Woolley

Brian G. Page
Stephanie A. Shelman
Casey L. Taylor

COWDELL WOOLLEY
ATTORNEYS AT LAW
32 E. Main Street | Sandy, Utah 84070 | Phone 801.550.3988 | Fax 800.388.7054

June 23, 2020

South Weber City
Attn: David J. Larson
1600 E. South Weber Dr.
South Weber, UT 84405

RE: REQUEST FOR PROPOSAL, Legal Services for South Weber City

Dear Mr. Larson,

Thank you for taking the time to review this packet, which constitutes our "Statement of Qualifications" and our proposal. We are very interested in providing legal services to the City of South Weber, and we feel that we meet all of the requirements you may need. We are a private Utah law firm that specializes in working with municipalities and local government. We currently are appointed as the civil City Attorney for the cities of Providence, Taylorsville and Ephraim, and the County Attorney for Daggett County. We provide prosecution services for the cities of South Salt Lake, Taylorsville, Draper, Herriman and Moab, as well as for Daggett County and several cities in Sanpete County. We also are the appointed Conflict Counsel for the Salt Lake District Attorney's Office.

Our firm of 9 attorneys and an equal number of support staff members has extensive experience relating to municipal government, including contracts and leases, labor and employment matters, corporate bylaws, grant and contract issues, land use and planning, zoning, municipal liability, environmental law, contracts and interlocal agreements, risk assessment, employment law, bonding and debt issuance, litigation, real estate and other matters that come before the cities we serve. Our attorneys are highly competent in all areas of civil practice related to local government, and have intricate knowledge of the Utah Open Meetings Act, the state procurement code, redevelopment agencies and other applicable law.

Our contact person and principal attorney for this proposal is Chad Woolley, partner, who can be reached at the phone number or email below. Chad is the appointed City Attorney for Ephraim City and Providence City, and the Daggett County Attorney. He has practiced law for nearly 20 years in Utah as a city attorney and prosecutor. His professional background also includes work in computer engineering and Information Technology. He is the chief developer of a digital Case Management System that our firm's prosecutors use every day to organize thousands of case files, manage court calendars and track civil tasks and projects. Chad also is a licensed pilot, allowing him to be accessible and available. Tracy Cowdell, firm partner, represents and conducts business on behalf of the firm, as well (contact information also below). We look forward to talking to you more about what we can do for South Weber. Thank you so much for your consideration.

Yours Truly,

COWDELL & WOOLLEY

Tracy Scott Cowdell, Esq.
(801) 550-9864
tcowdell@me.com

Chad L. Woolley, Esq.
(801) 550-3988
cwoolley@me.com

EXECUTIVE SUMMARY

With this proposal, we have attempted to cover all the issues and needs that we anticipate for the City of South Weber. We are available to provide ongoing legal counsel and represent the City Council and Mayor in all matters. Our firm's specialty is representing governmental entities, political subdivisions and municipalities. We understand the issues and circumstances before local government entities who rely on taxpayer funding, and we have a strong track record of helping them achieve their goals. In all, our firm has 9 experienced attorneys, led by Chad Woolley and fellow firm partner Tracy Cowdell. We also employ a dozen support staff members, and all of our staff are permanent employees. As a firm, we have been representing municipalities for the past decade-plus. We have extensive experience relating to zoning, development agreements, RDAs, land use and planning, environmental law, risk management, employment law, redevelopment, general plans, real estate, constitutional law, bonding, open meetings laws, matters involving ethics and public responsibility, and other experience related to representing elected and appointed officials. We also represent sewer collection and treatment systems and have extensive experience with interlocal agreements and entities.

Our firm recognizes that each of our governmental clients have unique needs and wishes. Therefore, we keep a very flexible mindset when interacting with each client. Before deciding on each provision, we suggest a meeting between the relevant parties to discuss any outstanding issues or questions. We at COWDELL & WOOLLEY, P.C. feel that we are able to meet all of South Weber' requirements and will do so with a high level of quality. We have several jurisdictions in which we have crafted unique "out-of-the-box" arrangements to take care of our clients, and believe we can put together a proposal to address South Weber's specific needs.

Our trademark is customer service; we make sure our customers are satisfied. We are known especially for our communication, responsiveness and attention to detail. We care about our clients and their goals. Our niche is government work because we recognize the difference local leaders make each day. Their decisions have impact on citizens that few ever realize and many take for granted. We take a great deal of pride in assisting those efforts.

All of our attorneys will be available to help on complicated projects or with specialized questions. We are available to provide South Weber with appropriate legal research, draft ordinances, contracts and leases, assist on labor and employment matters, review policies, and provide advice as necessary. We will also attend City Council meetings and Planning Commission/Land Use Authority meetings and Senior Staff meetings, as necessary. We are prepared to represent the City in fiduciary matters and all other duties. Our firm has attorneys with 20 years of knowledge and experience with Utah municipal law, other public sector experience and redevelopment law. Collectively, we have more than 50 years of experience practicing law in the public sector.

I. PRIMARY CONTACT

The contact person for this RFP is Cowdell & Woolley Partner Chad Woolley. His contact information is:

Chad L. Woolley
Cowdell & Woolley, P.C.
32 E. Main Street
Sandy, Utah 84070
Phone: 801-550-3988
Fax: 800-388-7054
Email: cwoolley@me.com

As the appointed City Attorney for the Utah communities of Ephraim City and Providence City, as well as Daggett County's attorney, Chad represents the needs of governmental clients that are similar in size and scope of those of South Weber. This work has given him a depth of experience in effectively addressing municipal and governmental matters.

II. QUALIFICATIONS

We at COWDELL & WOOLLEY, P.C. focus primarily on representing governmental entities with impressive experience in civil representation of municipalities and other political subdivisions of the State of Utah. We are highly skilled in all areas of law and responsibility pertaining to South Weber's need of Legal Services. Areas of expertise include but are not limited to:

- Contracts and Leases
- Corporate Bylaws
- Open Meetings Laws
- Government Grants
- City Projects/Programs
- Real Property
- Admin & Legal Claims
- Labor and Employment
- Personnel and Fiscal Policy
- Prosecution & Litigation
- Bonding/Public Finance
- Open Meetings Laws
- Ordinances/Codification
- Requests for Information
- Condemnation
- Subpoenas/Court Orders
- Land Use/LUDMA
- Public Records
- Interlocal Agreements
- Procurement
- Legislation & Lobbying

Our work representing municipalities and special services districts has given us direct experience in all of these areas. We are available to prepare documents necessary or

advisable in connection with assisting the City; provide advice and consultation; prepare periodic reports to the Council; consult with all appropriate persons or entities, and provide all representation or assistance requested in legal matters.

1. **Company Details.** COWDELL & WOOLLEY, P.C. was organized in 2006. Our clients include Taylorsville City, Providence City, Ephraim City and Daggett County. We also have assisted several Utah municipalities on an as needed basis, and we provide prosecution services to South Salt Lake, Taylorsville, Draper, Moab, Herriman, Daggett County and several cities in Sanpete County. Our work as general counsel of clients Sandy Suburban Improvement District and the South Valley Water Reclamation Facility has given us additional experience in government practice. The contact information of Firm Partner Chad Woolley is listed above.

2. **Résumés/Expertise.** With a firm of 9 attorneys, we have the necessary skill and experience to draw upon in finding solutions to any problem. All of our attorneys are members of the Utah State Bar in good standing and can be called upon to help with complicated issues. Our attorneys also are licensed and admitted to practice in Utah State and Federal Courts. In addition, all of our attorneys are familiar with the statutes, court rules, constitutional provisions, and case law relevant to municipal law. We regularly attend trainings and conferences specific to governmental attorneys and staff, such as those hosted by the Utah City and District Attorneys Association (UCDAA), the Utah Association of Counties (UAC), the Utah Prosecution Council (UPC), and the Utah Prosecutorial Assistants Association (UPAA), among others. Our attorneys are diverse and speak several world languages including Spanish, Portuguese, Swedish, Tagalog, Russian and Haitian-Creole. With a firm of 11 attorneys, we have the ability to assign the right attorneys to the right projects, taking advantage of individual expertise.

   Below is a brief description of the experience of each of the firm's attorneys. Their résumés are attached at the end of this proposal as requested:

   Chad L. Woolley has nearly 20 years of prosecutorial and city attorney experience. He has a bachelor's degree in Design Engineering Technology from Brigham Young University and has been a programmer and the IT manager for several companies. He began practicing law in 2001 after graduation from the J. Reuben Clark Law School at Brigham Young University. Chad is still actively involved in the IT industry and is the main developer who created the scheduling system in use with our municipal clients. He has been prosecuting in multiple Sanpete County justice courts for the past decade and has found an area where he is able to make a difference in the communities he serves. In addition to his career, Chad volunteers time as the Murray Ute Conference Football District President, a Scout cubmaster, and as a football, softball, baseball and basketball coach. Chad also sat on the Board of Directors of the Murray Area Chamber of Commerce, and he is a licensed pilot. Chad recently was invited to study with the prestigious National Computer Forensics Institute in Birmingham, Alabama. There, he

received instruction in digital evidence and cyber-crime investigations. The federally funded training center is run by the U.S. Secret Service's Criminal Investigative Division. Chad is the appointed County Attorney for Daggett County, as well as the Ephraim City Attorney and Providence City Attorney.

Tracy Scott Cowdell earned degrees in political science and sociology as well as a certification in criminology and corrections at the University of Utah, graduating summa cum laude (top 1 percent). He obtained a law degree from Brigham Young University. For nearly 20 years, he has represented governmental entities, practiced criminal law, and represented various private individuals and corporations. As a volunteer, Tracy has served on Sandy City's Board of Adjustments, is the past Chairman of the Sandy Elementary School Community Council and acts as Assistant Coordinator of the Historic Sandy Neighborhood Watch. He also has served as president of the Canyons School District Board of Education as an elected board member. Tracy represents Sandy Suburban Improvement District and the South Valley Wastewater Treatment Facility. He was appointed by the Utah State Board of Education to decide employee matters as a hearing officer for the Utah Professional Practices Advisory Committee. He also is an Administrative Law Judge for Draper City, the Utah State Department of Environmental Quality, the Scenic Byways Committee, Utah Bureau of Emergency Medical Services and Preparedness, Washington County School District and Salt Lake City School District. Tracy is the part-time appointed civil city attorney for Taylorsville and counsel to the Sandy City Council.

Sasha Brown is an assistant prosecutor for client South Salt Lake City. Before joining COWDELL & WOOLLEY, P.C., he was an attorney in the Pleasant Grove-Lindon area, practicing law since 2008. He has worked as a public defender for Orem City and Provo City. In all, Shasha has more than 10 years' experience in criminal defense and litigation. In addition to his work as a public defender, Sasha was in-house counsel for SRB International in American Fork and in-house counsel for Raass Brothers Construction in Provo. He earned his Juris Doctor from DePaul University College of Law in Chicago, and holds a bachelor's degree in criminal justice from Utah Valley State College.

Michael K. Green worked for the past seven years with the Utah Attorney General's Office prior to joining COWDELL & WOOLLEY, P.C. Michael was Assistant Attorney General assigned to the Utah State Treasurer where he worked on a broad array of legal issues for the Unclaimed Property Division, the School and Institutional Trust Fund Office and the State Money Management Council. Michael also was counsel to the Utah Medicaid Inspector General where he prosecuted over 300 civil Medicaid fraud, waste and abuse matters. He has an undergraduate degree from the University of Utah in Political Science and a master's degree from Utah State University in Political Science. He completed law school in San Diego at the Thomas Jefferson School of Law and studied abroad at Zhejian University in Hangzhou, China. Recently, Michael was

elected to the Draper City Council. He is a member of the Utah Army National Guard, serving for 17 years and deploying to Afghanistan in 2003.

David S. Lassetter joined Cowdell & Woolley two years ago as an assistant prosecutor for South Salt Lake City and Taylorsville City. He is now working for the firm as head prosecutor for Draper City. His prior positions include work as a freelance attorney and as a law clerk for Sharifi & Baron, as well as Medicity, both based in Salt Lake City, and Millennium Entertainment based in Los Angeles. He is a graduate of J. Reuben Clark Law School at Brigham Young University, where he also received a bachelor's of arts degree in English and Philosophy. He is fluent in Haitian-Creole.

Niel H. Lund was raised in Manti, Utah, and graduated from Manti High School in 1999. After serving as a missionary for The Church of Jesus Christ of Latter-day Saints in the Philippines, Niel returned to Snow College, where he earned an associate's degree. Niel also joined the Navy Reserve to serve his country, a position he still proudly holds today. Niel received his bachelor's degree in international business management from Brigham Young University-Hawaii, and his Juris Doctor from Creighton University School of Law in Omaha, Nebraska. He joined COWDELL & WOOLLEY, P.C. in 2013, relocating to Manila, Utah, where he works for the Daggett County Attorney's Office. He recently completed a year-long military leave, in which he was stationed stateside in Georgia.

Brian G. Page worked as a legal intern and law clerk for COWDELL & WOOLLEY, P.C. before joining on with the firm full time two years ago. He currently is working for the firm as an associate attorney and assistant prosecutor for South Salt Lake City, where he prosecutes cases in Justice Court and assists in civil matters. Brian earned his Juris Doctor from the University of Iowa College of Law and completed his undergraduate work at Brigham Young University, earning a bachelor's degree in history. He served a mission for The Church of Jesus Christ of Latter-day Saints in Moscow, Russia, and is conversant in the Russian language.

Stephanie A. Shelman graduated from Brigham Young University with a bachelor's degree in public relations. Stephanie continued on to earn her law degree from Arizona Summit Law School in 2014. She specialized in municipal criminal prosecution during law school and interned at the U.S. Attorney's Office in Salt Lake City and at the Maricopa County Superior Court. Stephanie also practiced criminal prosecution for the Arizona cities of Glendale, Avondale, and Buckeye while in law school. Stephanie joined COWDELL & WOOLLEY, P.C. in 2014 and currently works as both a deputy city attorney for Taylorsville and as an assistant prosecutor for Taylorsville.

Casey L. Taylor joined COWDELL & WOOLLEY, P.C. after working for seven years as a prosecutor and deputy city attorney for Riverton City, Utah, where he prosecuted all misdemeanor crimes and handled land use matters, including providing legal counsel

during planning commission meetings. He also reviewed contracts and other legal documents. At Cowdell & Woolley, he works as prosecutor for Taylorsville City and has been assigned several civil matters, including municipal code revisions. During his career, Casey also has worked as an assistant city prosecutor in the West Jordan City Attorney's Office and as deputy county attorney for the Sarpy County Attorney's Office in Papillion, Nebraska. Casey is a graduate of the Creighton University School of Law and completed his undergraduate studies at Brigham Young University. He is fluent in Spanish.

3. **Experience/References.** In addition to our firm's full complement of experienced attorneys, firm Partners Tracy Cowdell and Chad Woolley have more than 35 years of experience in governmental practice. Chad and Tracy are both trained mediators and have experience in conflict resolution, mediation, arbitration and negotiations. They both are trained in parliamentary procedure. They have both trained others regarding the Open and Public Meetings Act. They are comfortable advising clients regarding the latest procurement requirements for local and special districts, employment and labor law, GRAMA, LUDMA, and other relevant state and local rules.

   Individually, firm partner Chad Woolley was admitted to the Utah State Bar in October 2001, and he has practiced law in the State of Utah for nearly 20 years. His specialty is municipal and governmental law and municipal prosecution. He has practiced in this area for almost two decades with an equal amount of litigation experience and a successful track record. He has affiliations with the Utah Prosecution Council, the Utah Municipal Attorneys Association, the Utah League of Cities of Towns, among others. He is highly responsive and available, and can be called upon whenever a need arises.

   Both he and fellow firm Partner Tracy Cowdell are comfortable training the staff on legal issues. They also have experience investigating complaints and defending a governing body regarding legal action against its operating organization. Chad and Tracy have both tried numerous cases to conclusion in front of juries and judges in both state and federal court. Through their work as civil city attorneys, they both are experts in all areas of employment and labor law, as well as drafting ordinances and contracts, proper records maintenance, land use and zoning, real estate matters including deeds and real estate, municipal bonding and debt issuance, municipal liability, and government ethics laws. Several of our clients, including Ephraim and Providence City, are similar in size and scope to South Weber. We list their contact information here in addition to four others (six in all) who can be contacted as references:

References for Cowdell & Woolley P.C.	
Daggett County	**Commissioner Jack Lytle** *Address:* 95 North 1st West Manila, Utah 84046 *Email:* jlytle@daggettcounty.org *Phone:* 435-784-3218
Ephraim	**Police Chief Aaron Broomhead** *Address:* 5 South Main Street Ephraim, Utah 84627 *Email:* aaron.broomhead@ephraimcity.org *Phone:* 435-283-4602
Providence City	**City Administrator Skarlet Bankhead** *Address:* 64 N. Gateway Dr. Providence, Utah 84332 *Email:* sbankhead@providence.utah.gov *Phone:* 801-752-9441 ext. 11
Taylorsville City	**City Administrator John Taylor** *Address:* 2600 Taylorsville Blvd. Taylorsville, Utah 84129 *Email:* jtaylor@taylorsvilleut.gov *Phone:* 801-963-5400
Draper City	**Mayor Troy Walker** *Address:* 1020 E. Pioneer Road Draper, Utah 84020 *Email:* troy.walker@draper.ut.us *Phone:* 801-576-6500
Sandy City	**City Council Executive Director Mike Applegarth** *Address:* 10000 Centennial Parkway Sandy, Utah 84070 *Email:* mapplegarth@sandy.utah.gov *Phone:* 801-568-7107

4. **Associates.** We do not regularly use associates beyond the firm's personnel.

5. **Approach/Communication and Timeliness.** Our firm is exceptionally experienced in working with elected and appointed officials. Because we work with governmental, municipal and political entities, we understand the inherent fiduciary responsibility to taxpayers and we know how to develop creative solutions given our knowledge of local municipal law. We report directly to elected officials in our representation of other governmental entities. As such, we are skilled, professional and tactful. At the same time, we are down-to-earth in the manner in which we work in concert with public officers. We understand how elected officials feel when stories run in the media, and are

therefore discreet and careful in our approach in handling confidential or sensitive information, with particular consideration given toward those to whom we report and toward the effect our actions could have on furthering the interests of the City and community at large.

Our primary office, where the work will be performed, is based in Sandy, Utah. We also have a presence in Taylorsville, South Salt Lake, Draper, Herriman and Moab, as well as Sanpete and Daggett counties. This allows us to be accessible, responsive and available. Because of our unique focus on the latest technologies, we are only minutes away. We can be called upon whenever an issue comes up. We are available and willing to meet in person anytime the need arises. Because our lawyers primarily work for political subdivisions of the state of Utah, we understand that we are "on call" 24 hours a day. We are always available by e-mail, cell phone or text and can meet in person anytime the need arises. Firm Partner Chad Woolley also is a pilot, allowing him to get to South Weber even more quickly on pressing matters.

6. **Coverage of Court Proceedings**. Firm Partner Chad Woolley has developed a computer software system that allows our firm to manage projects and track tasks. Unique to our firm, the system has streamlined workloads, allowing for greater organization and efficiency. We are able to easily track all court proceedings, insuring prompt and regular attendance.

   In addition, the same attorneys will be working with South Weber so that they develop relationships with you and your staff. This will also ensure that the attorneys are familiar with the specific legal issues, the cases and the interests of the City. In the event that litigation counsel is needed, we will be available to represent the City as appropriate. We will determinedly represent South Weber' interests in any legal or civil actions as necessary where it is a party. The prosecution arm of our firm prosecutes approximately 5,000 cases in the justice courts per month (over 60,000 cases annually). Besides knowing the process, we also have the manpower. As such, we have no problem guaranteeing that that any court proceedings are covered.

7. **Monthly Retainer/Cost Proposal.** Our hourly rate for public sector clients is $200.00 per hour depending on the length of the term. For a longer-term relationship, we charge lower hourly fees. We prefer to negotiate a flat monthly fee that includes all of the legal services that our clients require. Generally, with a flat fee, we estimate the number of hours we will work each week, or each month and create a schedule around that estimate. As time progresses, we determine through feedback from our clients and our attorneys whether our estimate was accurate and adjust accordingly. We feel that a flat-fee agreement allows us to set a regular schedule and actually charge our clients less than a straight hourly rate would allow for. You've given us an estimate of 12-15 hours per month; Taking this and our experience into account, we estimate a monthly retainer of $2,800.00/mo for your legal work encompassing all services described in the our

proposal. Of course, this estimated monthly retainer is negotiable depending on actual needs. The list of services covered by this retainer include:

- All necessary City Council meetings
- All necessary Land Use Authority meetings
- All necessary Senior Staff meetings
- Any necessary visits to City Hall
- All contracts, GRAMA, procurement and various trainings

Litigation is not included in this estimate because it is not possible to accurately estimate the time involved. We bill for litigation on an hourly basis at a negotiated rate. Our litigation rate is $250 per hour, but for our flat-fee clients we lower that fee. We are flexible in establishing regular days and times as needed. If attorney time required is more or less than estimated, we can adjust our proposal accordingly. We suggest that we revisit the arrangement in 3 months and determine if we've budgeted correctly.

Typically, we bill monthly for our services. We prefer to negotiate a flat-fee arrangement for the reasons stated earlier; it is also simpler for city budgeting. We request that our clients pay us at the beginning of the month for the work we will do for that month. We try to be flexible in our methodology to conform to the requisite needs. Other services are offered without fee, including:

Regular Travel Time:	No Charge
Legal Periodicals:	No Charge
Supplies:	No Charge
Telephone and Library:	No Charge
Conferences:	No Charge
Training:	No Charge

8. **Transition Plan.** COWDELL & WOOLLEY, P.C.'S strongest asset is the experience and knowledge we have acquired in representing governmental and public sector entities. We know what works and what doesn't. We have the ability to step right in and do what needs to be done. Our work ethic is strong and we are committed to doing our best. We are highly competent with relevant statutes. Because we work with governmental, municipal and political entities, we understand the inherent fiduciary responsibility to taxpayers and we know how to develop creative solutions given our knowledge of local municipal law.

   Our immediate plan would include meeting with key personnel within the city, including the current City Attorney (if available) to determine exact scope of work. From there, we would want to identify goals and develop long-term strategy in conjunction with the Mayor and City Council. We understand that our responsibility to the client, South Weber, is paramount. We work well with others and have the experience to quickly come up to speed. We would point to our work as appointed Conflict Counsel to the Salt Lake

District's Attorney's Office as example. We have the ability to quickly assess and familiarize ourselves with a specific case or pending trial and proceed to resolution without continuance or lapse.

Our priorities perhaps most set us apart from our competitors. Areas of particular emphasis include:

- Exceptional Communication. Our customer service is what separates our office from other firms and attorneys. We are willing to do whatever it takes to make sure we meet our clients' needs, and we understand the value of forming and keeping relationships.

- Representation at Meetings. Our attorneys will attend all meetings relevant to the job, and provide legal advice as necessary or requested at those meetings.

- Availability and Office Hours. We are available 24/7 to provide advice. We regularly field after-hours calls by cell phone. We are always available to discuss relevant employment matters or other questions.

- Legal Advice. Our attorneys are comfortable in advising elected and public officials. We will provide legal advice based on an in-depth understanding of applicable local ordinances and state laws, with which our attorneys are well versed.

- Acting as a Liaison. Our attorneys will coordinate outside legal counsel as needed and as directed by the Mayor and Council.

- Drafting of Ordinances, Resolutions and Contracts. Our attorneys are very experienced in and are competent to draft ordinances, resolutions, codes and other documents on behalf of the City. We are also comfortable working with staff who simply prefer to draft such documents themselves and have legal review of them.

- Preparing, Filing and Reviewing all Documentation. We will prepare, file and review all appropriate documents, including, but not limited to contracts, agreements and other compliance documents.

- Expertise with Governmental Organizations. The majority of our practice is representing governmental entities. We understand current budget constraints. We seek to save our clients money. We are committed to be fiscally responsible in our representation of our clients.

- Networking. Our office has developed a political network with local municipalities, special districts, education leaders, counties and key legislators. These relationships may be helpful from time to time, especially in monitoring and implementing any legislative changes involving the City and its employees.

- Personnel Matters. Our attorneys are knowledgeable in both state and federal laws involving employees and the workplace. We will assist in employee discipline, grievances, personnel policies, and other personnel work involving legal interpretation, advice or representation. Perhaps more importantly, we will work with the City to maintain good relationships between employees and supervisors and a positive working environment.

- Open Meetings Act Training. We offer annual training on the Utah Open Meetings Act for elected officials. Training is also available regarding State Procurement Code, the Utah Employee Ethics Act, and other relevant codes and statutes.

- Training for Law Enforcement and Code Enforcement. In consultation with law enforcement leaders and the planning department, we are available to conduct formal training for officers as desired.

- Regular Meetings with Stakeholders. We will hold regular meetings with city officials to determine how we can improve our services.

- Regular Verbal and Written Reports. As needed, we will provide reporting to the City Council. We will also appear and make reports as needed in council meetings, work sessions and any other relevant meetings.

- Other Duties. We will perform other legal services and tasks as requested.

ATTACHMENT

RÉSUMÉS

Chad Lyle Woolley

Cowdell & Woolley, PC. • 32 East Main Sandy, Utah 84070 • (801) 550-3988 • cwoolley@me.com

PROFESSIONAL SUMMARY

Attorney-at-Law with criminal trial experience combining superior technology expertise with excellent interpersonal and communication skills. Demonstrated ability to find, create, motivate, and lead productive teams. High-caliber presentation, negotiation and closing skills. Solid experience joined with a world-class education. Seeking opportunities where I can contribute with my unique abilities as well as enhance my trial and litigation skills.

Career Experience

DRAPER CITY, SOUTH SALT LAKE CITY
Prosecution Services **Apr 2014 – Present**

TAYLORSVILLE CITY – "Outstanding Service Provider 2010"
Prosecution Services **Aug 2010 – Present**

EPHRAIM, FAIRVIEW, FOUNTAIN GREEN, MORONI & SPRING CITIES
Sanpete County, Utah **Mar 2002 – Present**
City Prosecutor

- Misdemeanor litigation. Trial work, Plea Negotiations, Liaison to Police Officers. Police Officer seminars and training. Various civil duties as needed.

MIDVALE CITY
City Attorney and Prosecution Services **July 2014 – Dec 2015**

COWDELL & WOOLLEY, PC
Sandy, Utah **June 2006 – Present**

- Partner. Justice Court Prosecution. Civil Litigation. Governmental Entity Representation. Technology and Business Law.

ZOLL & TYCKSEN, LC
Murray, Utah **Jan 2005 – June 2006**

- Associate. Justice Court Prosecution. Civil Litigation. High-dollar Business Litigation.

CHAD L. WOOLLEY, PC
Payson, Utah **Oct 2001 – Dec 2004**

- Sole Practitioner. Justice Court Prosecution, Collections, Litigation, General Practice.

ADVANCED IT SOLUTIONS, INC.
Sandy, Utah **1998 – 2003**

- Founded the company. Built customer base from zero to over 50 companies. Responsible to investors for business success. Recruited and and trained top-notch technicians and promoted and sold AITS's services.

Education

JURIS DOCTORATE **2001**
J. Reuben Clark Law School, BYU *Provo, Utah*

BACHELOR OF SCIENCE, DESIGN ENGINEERING TECHNOLOGY **1991**
Brigham Young University *Provo, Utah*

HIGH HONORS, COLLEGE PREP **1984**
Spanish Fork High School *Spanish Fork, Utah*

TRACY SCOTT COWDELL

32 EAST MAIN STREET, SANDY, UTAH 84070 • cell: 801.550.9864 • home: 801.566.4287 • e-mail: tcowdell@me.com

PROFESSIONAL EXPERIENCE:

Partner, *COWDELL AND WOOLLEY, P.C.*, Sandy, Utah (2001-Present)

- Areas of emphasis include: all areas of representation of governmental entities
- Represent public and elected officials in their official capacity
- Administrative Law Judge for Draper City, Utah Division of Environmental Quality, Utah Professional Practices Advisory Commission, Washington County School District, Salt Lake City School District, Utah Scenic Byways Committee
- Daily experience with negotiation, collaboration and problem solving
- Senior advisor to appointed and elected officials
- Practice includes GRAMA, Utah Open Meeting Act, Employee Ethics Act, land use, the state procurement code, prosecution and other governmental related regulation
- Appointments: City Attorney for Taylorsville, Midvale and Draper City
- Other clients include: Sandy Suburban Improvement District, South Valley Water Reclamation Facility and other governmental clients

Chief Operations Officer, *Advanced IT Solutions, Inc.,* Sandy, Utah (1998-2001)

- Co-founder and Principal
- Proficient in MS Office, the Internet, LAN/WAN management and other technology applications
- Liaison between company management and technical support team

EDUCATION AND CREDENTIALS:

Juris Doctorate, (2001) *J. Reuben Clark Law School, Brigham Young University*

- Faculty Award for Meritorious Achievement and Distinguished Service
- Extern in Chief Judge Dee Benson's Office, U.S. District Court
- Trained in mediation, negotiation and meeting facilitation
- Member of the Alternative Dispute Resolution Society

Bachelor of Science, (1997) *summa cum laude*, *University of Utah*

- Political science and sociology (double major) certified in criminology and corrections
- GPA 3.93 (top one percent)
- Sociology Scholar and Scholarship
- Alpha Kappa Delta sociology honors
- Member of Golden Key and Phi Beta Kappa Honors Societies
- Research, writing and publishing experience

PUBLIC AND VOLUNTEER SERVICE:

President/Member, Canyons School District Board of Education, Sandy, Utah (2008-2014)
Vice President, Jordan School District Board of Education, Sandy, Utah (2007-2009)
Chairperson, Sandy Elementary School Community Council
Chairperson, Sandy Elementary School Trust Land Committee
Director, Community Mediation Center, Provo, Utah (2000-2001)
Member, Board of Adjustment, Sandy City (2004-2008)
Member, CDBG Sandy Citizen Committee, Sandy City, Sandy, Utah (1997-2004)

AWARDS:

Excellence in Service, Unified Police District of Greater Salt Lake (2016)
Outstanding Service Award, Sandy City (2012)
Service Provider of the Year, City of Taylorsville (2011)
Outstanding Elected Official Award, Sandy City (2010)

SASHA BROWN

801.369.7077 | sashabrownlaw@gmail.com

CAREER SUMMARY

Self-motivated and highly analytical Attorney currently licensed in Utah with over 10 years' experience in criminal defense and litigation. Comprehensive knowledge of criminal law and procedure with strong interpersonal skills and effective organization. Excellent oral and written communicator with proven success to effectively collaborate with others. Results-oriented professional with a breadth of legal experience in:

CRIMINAL DEFENSE • CRIMINAL PROCEDURE • CRIMINAL LAW
THEFT• MISDEMEANORS• EVIDENCE •SEXUAL BATTERY
DUI/RECKLESS DRIVING• CRIMINAL MISCHIEF • CRIMINAL TRESPASS

SKILLS PROFILE

Analytical Problem Solver	Advanced Legal Research	Risk Management	Innovative Thinking
Exceptional Legal Writing	Charismatic Leadership	Impeccable Integrity	Dynamic Presenting

ATTORNEY

Prior work defending *indigent clients* in Provo District and Justice court 2 times a week, 3-4 hours a day on Public Defender Contract.

- Reviewed *search warrants* for constitutional issues.
- Prepared *orders* and *finding of facts* and *conclusions of law* for court.
- Represent In-Custody clients on bail hearings.
- Participate in *Evidentiary*, *Suppression* and *Oral Argument* hearings.
- Prepare witnesses for trial testimony.
- Represented indigent defendants in all manner of criminal cases, assigned to Orem and Provo District and Justice Court, handling all aspects of misdemeanor cases, pretrial practice, investigations, bench and jury trials, post-verdict motions, etc.
- Filed appeals to higher court.
- File competency motions on behalf of public defender clients.

EMPLOYMENT HISTORY

Cowdell & Woolley, P.C., February 2019 to present
Doug Baxter- Attorney at Law, July 2017 – February 2019
Private Practice, Lindon, UT, June 2015 – July 2017
In-House Counsel, SRB International, American Fork, Utah, April 2012 - June 2015
In-House Counsel, Raass Brothers Construction, Provo, Utah, July 2009 - April 2012
Associate, Esplin | Weight Law Firm, Provo, Utah, June 2008 - June 2009
Associate, Prosper Learning, Orem, Utah, May 2005

EDUCATION & LICENSES

Licensed & Active Member, Utah State Bar Association, May 2008
Juris Doctorate, DePaul University College of Law, Chicago, Illinois, 2007
Bachelor of Science, Criminal Justice, Utah Valley State College, Orem, UT 2003

Michael Kelvin Green

1245 Delacroix Drive ▪ Draper, UT 84020 ▪ (801) 865-8183 ▪ mike.k.green@gmail.com

PROFESSIONAL EXPERIENCE

Cowdell & Woolley P.C., *Attorney (*August 2018 to Present)

State of Utah, *Assistant Attorney General,* (2011 through August 2018)

Transactional Experience:

- Prepared and draft an array of complex low-income housing loans, deeds of trust, deed restriction, leases and documents
- State real property leasing and acquisitions, to include utility work
- Prepared all legal documents for the new Rodeo Arena on the Fair Park.
- Negotiated and advised on procuring of over 300 technology related contracts for DTS.
- Drafted and reviewed side-letters for multiple investment vehicles to include private equity, separate managed accounts, and custody agreements

Litigation Experience:

- Litigated 300 Medicaid Fraud, Waste and Abuse cases in administrative and District Courts.
- Non-judicial and judicial foreclosures, quashing subpoenas, administrative law and regulatory actions, public records hearings
- Broad motion and law practice in District Court, including trial and prevailing on three cases in the Utah Court of Appeals.

Utah Army National Guard (Reserve Status)
Staff Sergeant (E-6), Intelligence Non-Commissioned Officer in Charge (2001-Present)

- Served in Afghanistan from 2003-2004 with 1st Battalion 19th Special Forces Group (ABN)
- Military Awards include the Meritorious Service Medal, Army Commendation Medal, Army Achievement Medal, Good Conduct Medal, and Parachutist Badge.
- Top Secret SCI Security Clearance

Draper City (Part-Time)
City Councilmember (Term Jan 2018-22)

- Economic Development Chair, Vice-Chair of the RDA, Emergency Preparedness Committee

EDUCATION

Thomas Jefferson School of Law, San Diego, CA. Juris *Doctor*, 2011
Utah State University, Logan, UT. *Master of Science- Political Science,* 2009
University of Utah, Salt Lake City, UT. *Bachelor of Science- Political Science*, 2006

SKILLS AND INTERESTS

- Intermediate Spanish
- Private Pilot License (107 hours of flight experience)
- Sigma Chi Fraternity Member
- Boy Scouts of America Eagle Scout
- Licensed in the State of Utah, the 10th Circuit Court of Appeals, the Court of Military Appeals, and the Supreme Court of the United States

DAVID S. LASSETTER

2588 Neffs Lane • Salt Lake City, Utah 84109 • Phone: (801) 278-2446 • Email: rjr72@byulaw.net

EDUCATION

J. Reuben Clark Law School, Brigham Young University, Provo, UT
Juris Doctor, June 2013

Brigham Young University, Provo, UT
Bachelor of Arts, English and Philosophy, April 2010

- Bicentennial Academic Scholar; College of Humanities Dean's List
- Research Assistant to Dr. David Paulsen (Philosophy Department)

EXPERIENCE

Cowdell & Woolley, South Salt Lake City/Taylorsville, UT
Prosecutor, January 2017 – Present

Freelance, Salt Lake City, UT
Attorney, May 2016 – November 2016

- Researched, drafted, and filed motions, petitions, replies, and memoranda for local attorneys
- Negotiated and settled felony and misdemeanor criminal cases
- Tried seven criminal cases

Sharifi & Baron, Salt Lake City, UT
Law Clerk, August 2014 – January 2016

- Conducted research in the areas of criminal, family, immigration, and contracts law
- Drafted and filed the firm's pre- and post-trial motions, petitions, replies, and memoranda

Medicity, Salt Lake City, UT
In-House Law Clerk, Summer 2012

- Assisted in drafting and reviewing contracts for a leading health information software provider
- Systematized, digitized, and tracked down contracts in their library in preparation for acquisition by Aetna
- Conducted research on healthcare regulation and HIPAA compliance issues

Millenium Entertainment, Los Angeles, CA
In-House Law Clerk, Summer 2011

- Assisted the General Counsel in evaluating contracts and intellectual property rights purchased out of bankruptcy
- Reviewed and analyzed the distribution terms for over 250 film-acquisition contracts
- Generated reports for potential customers on rights available for sub-license

BYU Broadcasting, Provo, UT
Sound Engineer, Mixer, Writer, Student Producer, Fall 2005 – Summer 2010

- Responsible for sound systems and collection schemes on live and taped events (Music, Theater, Athletic performances, and Documentaries)
- Produced a series of sports commercials
- Co-wrote a documentary film on the life of Philo T. Farnsworth, inventor of the television

ADDITIONAL INFORMATION

Licensed Attorney: Utah State Bar #15884

Accomplishments and Other Experience: 2-year LDS Mission to Ft. Lauderdale, FL (2003-2005), working with Haitian-Americans and immigrants; fluent in Haitian-Creole, limited French reading ability; Volunteered at the North Miami Adult School to help immigrants with English literacy; Staff Writer, *The Collegiate Post* (2006-2007)

Interests: Braintyping, philosophy, acting, improv, and screenwriting

Niel Henry Lund

PO Box 248, Manila, UT 84046 - (435) 851-3829 - nlund@daggettcounty.org

EDUCATION

Creighton University School of Law, Omaha, Nebraska
Juris Doctor, May 2008
Honors and Activities: J. Reuben Clark Law Society, President 2006/2007
Moot court participant, Moot Court bailiff, LexisNexis and Westlaw certified

Brigham Young University – Hawaii, Laie, Hawaii
Bachelor of Science, International Business Management, cum laude, June 2005
Honors and Awards: Phi Kappa Phi Honor Society
Awarded academic scholarships for academic achievement

Snow College, Ephraim, Utah
Associate of Arts, General Studies, *summa cum laude*, May 2003
Awards: Awarded academic scholarships for academic achievement

EXPERIENCE

Cowdell & Woolley, P.C. – Sep. 2013 – Present
Through a contract between our firm and Daggett County, I handle all of the responsibilities of the Daggett County Attorney, including all criminal prosecution and all civil matters.

Niel H. Lund, P.C. Sep. 2009 – September 2013
Attorney at Law
Manage cases in a variety of legal areas, such as Bankruptcy, Collections, Probate, Divorce, Child Custody, & Adoption. Justice Court Prosecution for the cities of Ephraim, Fairview, Fountain Green, Moroni, Spring City, & Taylorsville, Utah. Responsible for all aspects of prosecution, from screening through trial.

United States Navy Reserve Oct. 2002 – Present
Cryptologic Technician Interpretive, 1st class
Philippine language linguist. Translate needed documents from Tagalog and Tausug languages into English. Acting Division Chief of my division, lead and support 7 sailors who report to me.
* TS/SCI Security Clearance granted 15 Dec 2011 – CI Polygraph, 24 Feb 2012
Navy Instructor. Train sailors of all rates and pay grades on the Navy's alcohol and Drug abuse policy, as well as other General Military Training topics.

VOLUNTEER WORK

The Church of Jesus Christ of Latter-day Saints Sep. 1999 – Sep. 2001
Missionary – Philippines, Quezon City Mission
Supervised and managed 6-12 other missionaries, conducted weekly training. Worked daily among the Filipino people, meeting with and teaching them in their native Tagalog language.
Flaming Gorge Country Community Foundation May 2014 – Present
Co-Chairman of an advisory committee known as the Flaming Gorge County Community Foundation. Develop, raise funds, and recommend projects that will benefit Daggett County to the Community Foundation of Utah, a non-profit corporation.

Brian G. Page

Bar #16713
Bgpage00@gmail.com
729 W. Jordan Oaks Dr.
Sandy, UT 84070
602-317-3447

Education

The University of Iowa College of Law Iowa City, IA
Juris Doctor May 2017
Brigham Young University Provo, UT
B.A. in History, Logic Minor April 2014

Experience

Cowdell and Woolley, P.C. South Salt Lake, UT
Associate Attorney and Assistant Prosecutor May 2018 – Present

- Prosecuted cases in Justice Court
- Assisted in civil matters

Cowdell and Woolley, P.C. Sandy, UT
Law Clerk Sep. 2017-May 2018

- Researched and drafted memos on Municipal Law, and Cryptocurrency regulation
- Drafted pleadings for civil litigation suits

The University of Iowa Clinical Law Program Iowa City, IA
Clinical Law Student Aug. 2016 – May 2017

- Handled Estate Planning cases including filing guardianship petitions
- Handled General Civil cases including filing a divorce petition

The University of Iowa College of Law Iowa City, IA
Research Assistant – Professor John Reitz June 2015 – May 2016

- Conducted research projects on the development of Russian Law, and political attacks on the judiciary

Cowdell and Woolley, P.C. Taylorsville, UT
Legal Intern May 2016 – Aug. 2016

- Researched and drafted memos on a variety of Municipal Law issues
- Drafted pleadings for civil litigation suits

The University of Iowa College of Law Iowa City, IA
Research Assistant – Professor Thomas Gallanis June 2015 – May 2016

- Conducted research projects primarily in the fields of Trusts and Property law
- Conducted historical research into references in Blackstone's *Commentaries*

The Church of Jesus Christ of Latter-day Saints Moscow, Russia
Missionary Nov. 2009 – Dec. 2011

- Proselyted and taught investigators church doctrine
- Oversaw other missionaries as a District Leader
- Served as Office Clerk responsible for statistics, distributing referrals, and computer maintenance

Additional Information

- Languages: Russian (conversant) and English
- Eagle Scout in Boy Scouts of America Awarded Feb. 2004

11517 S. Field Haven Way
South Jordan, UT 84095
stephanie.nate89@yahoo.com

Stephanie A. Shelman

Utah Bar Member #: 15208

(801) 631-7718

PROFESSIONAL LICENSES & AFFILIATIONS

Utah State Bar – Admitted 2014; active
Utah State Bar's Litigation Section – 2014
Utah State Bar's Criminal Law Division - 2014
Utah State Bar's Young Lawyer's Division - 2014
Women Lawyers Association – 2014
Salt Lake County Bar Association – 2014
Central Utah County Bar Association – 2014

EDUCATION

Arizona Summit Law School, Phoenix, AZ
Juris Doctorate, April 2014 – Cum Laude
GPA: 3.35/4.0
Honors: CALI Award Recipient, Civil Procedure
CALI Award Recipient, Lawyering Process III
Recipient of Merit Scholarship
Recipient of Castro Scholarship
Phoenix Law Review Comment Publication – Volume 6, Number 3, Spring 2013
Dean's List, Spring 2013, Fall 2013
Community Service Certificate for Pro Bono Service
Activities: Arizona Summit Law Review, Staff Editor, Fall 2012, Senior Technical Editor, Spring 2013-Spring 2014
J. Rueben Clark Law Society, Phoenix School of Law Chapter, Secretary, 2012-2013
Phoenix Law Women's Association, Member
J. Rueben Clark Law Society, Member

Brigham Young University, Provo, UT
Bachelor of Arts in Communications: Public Relations, Minor in Political Science, December 2010
GPA: 3.7/4.0
Honors: Dean's List
Academic Scholarship Recipient
Activities: BYU Pre-Law Review, Editor
Pre-Law Student Association, President
Bela Gallery Art Studio Public Relations, Campaign Volunteer

EXPERIENCE

Cowdell & Woolley, P.C. September 2014 - Present
Deputy City Attorney
Assistant City Prosecutor

Rule 38-Certified Practitioner January 2014 – April 2014
Glendale City Prosecutor's Office – Glendale, AZ
Avondale City Prosecutor's Office – Avondale, AZ

Law Clerk May 2013 – August 2013
United States Attorney's Office – District of Utah, Salt Lake City, UT

Legal Intern, Commissioner Patricia Starr February 2013-May 2013
Maricopa County Superior Court of Arizona, Phoenix, AZ

CASEY TAYLOR

EDUCATION

Creighton University School of Law — Omaha, NE

- Juris Doctor May 2008
- Moot Court participant, voted "Best Oralist" of preliminary round
- Member of the 2008 Advanced Trial Practice Team
- Qualified and participated in the 33rd Annual National Trial Competition

Brigham Young University — Provo, UT

- B.A., International Studies, December 2003
- Minor degree in Latin American Studies
- GPA 3.65

EXPERIENCE

April 2018–Present — Cowdell & Woolley, P.C. — Sandy, UT

Attorney at Law

- Taylorsville City Prosecutor/Deputy City Attorney
- Performs various civil projects including municipal code revisions
- Provide legal counsel on various areas of civil/criminal law

July 2011–April 2018 — Riverton City Attorney's Office — Riverton, UT

Deputy City Attorney/City Prosecutor

- Prosecuted misdemeanors and supervised animal control/code enforcement issues within the city
- Handled land use matters and provided legal counsel during planning commission meetings
- Wrote issue papers and ordinances on various legal matters concerning the city
- Reviewed contracts and other legal documents pertaining to the city

February 2011–June 2011 — West Jordan City Attorney's Office — West Jordan, UT

Assistant City Prosecutor

- Prosecuted all misdemeanor crimes within West Jordan's jurisdiction
- Handled justice court appeals brought before the district court

August 2009–February 2011 — Sarpy County Attorney's Office — Papillion, NE

Deputy County Attorney

- Primarily handled criminal misdemeanor and juvenile cases
- Designated Post-Conviction expert
- Supervised all research and appellate briefs

6650 S Oquirrh Ridge Rd, West Jordan UT, 84081 – PHONE (801) 598-7112 – EMAIL: casey@cwutah.com

DAINES & JENKINS LLP

June 22, 2020

Via Electronic Mail

South Weber City
Attn: David Larson
City Manager
dlarson@southwebercity.com

Re: City Attorney Position

Dear Mr. Larson:

Recently, our firm became aware of the City Attorney vacancy at South Weber City. Please accept this as Daines & Jenkins, LLP's formal proposal to provide attorney to South Weber City.

Daines & Jenkins currently provides full civil legal services to the following municipalities: Tremonton, Fielding, River Heights, and Hyrum. The firm also consults for several other governmental entities on a case by case and project specific basis. These entities include, but are not limited to, Hyde Park, North Logan, Millville, Elwood, Acme Water Company, North Park Police Department, Garland, and Wellsville.

In the event of Daines & Jenkins' successful appointment as South Weber City's attorney, the lawyer working most closely with South Weber would be Dustin D. Ericson.

Mr. Ericson graduated from the University of Pacific's McGeorge School of Law with a Juris Doctorate in May of 2007, and was sworn into the Utah Bar Association in 2007. While attending law school, Mr. Ericson was a recipient of the Kearney Family Endowed Scholarship and received two (2) Witkins Awards for top scholastic achievement in specific areas of course work.

Following graduation and passage of the Utah Bar, Mr. Ericson practiced with the law firm of Ericson & Shaw until 2017, when he joined Daines & Jenkins as a Partner.

In April of 2008, Mr. Ericson was appointed Tremonton City's Attorney and Prosecutor, and since that time has also provided civil and prosecutorial services in some capacity for other municipalities including, but not limited to, Clearfield, North Logan, Hyde Park, Elwood, Fielding, Wellsville, and Millville.

Representation of these entities has allowed Mr. Ericson to work on a vast array of municipal projects and issues in legal areas including, but not limited to, land use, development, ordinance drafting, human resources, police/fire services, taxation, litigation, and business licensure.

Since Mr. Ericson's acceptance to the Utah Bar, he has completed, at minimum, twelve (12) hours of continuing legal education per year.

Mr. Ericson's professional references include:

Shawn Warnke
Tremonton City Manager
102 South Tremont
Tremonton, Utah 84337
(435) 257-9500
swarnke@tremontoncity.com

Sue Hale
City Recorder
Sunset City
200 West 1300 North
Sunset City, UT 84015
shale@sunset-ut.com

Phillip R. Shaw
Jim Adler and Associates
Tower at Cityplace
2711 North Haskell Avenue
Suite 2500
Dallas, Texas 75204-2887
(877) 486-4470
pshaw@prs-law.com

Mr. Ericson's personal character references include:

Mr. Brian Cox
2230 North 600 East
North Logan, Utah 84341
(435) 770-1418
Brian.r.cox@rrd.com

Judge Seth Hoyt
Superior Court of
San Joaquin County
180 East Weber Avenue
Stockton, California 95202
(209) 418-8546
shoyt@courts.san-joaquin.ca.us

Judge Kevin Christensen
Tremonton Justice Court Judge
102 South Tremont
Tremonton, Utah 84337
(435) 734-3390
kchristensen@boxeldercounty.org

Mr. Ericson is available to begin serving as South Weber City's attorney immediately. He works regular business hours, and with minimal advanced notice can also be available on weekday evenings for City Council, Planning Commission, or other governmental meetings. Additionally, his personal cellular telephone number will be provided to any city staff and law enforcement officers who might need to contact him in the evenings or on weekends.

Mr. Ericson's compensation rate for municipal services is one hundred and twenty-five dollars ($125) per hour. Travel to and from South Weber City Offices would not be billable. Additionally, this hourly rate contemplates all support staff time at the firm's office.

Though Mr. Ericson will be the primary point of contact for South Weber City, in the event of conflict, Mr. Jonathan Jenkins will also be available to South Weber.

Mr. Jenkins received his Juris Doctor from Gonzaga School of Law in 2001. In 2002, Mr. Jenkins received an LLM in taxation from the University of Washington. In 2001, he was admitted to the Utah Bar. Mr. Jenkins joined the Firm of Barret & Daines (later becoming Daines & Jenkins) in 2002 as an associate. In 2005, Mr. Jenkins became a partner with the firm.

Since 2006, Mr. Jenkins has been the prosecutor for Hyde Park, North Logan, and River Heights. Additionally, he has served as conflict counsel for numerous other municipalities for prosecutorial services. As a civil attorney, Mr. Jenkins represents the cities of River Heights and

Hyrum. He has also consulted for dozens of other municipalities and governmental agencies on civil matters.

Mr. Jenkins hourly rate for municipal representation is one hundred and twenty-five dollars ($125) per hour.

Although our firm's main office is located in Logan, the firm is in the process of establishing an office in Weber County. The firm has a very competent and experienced support staff that is capable of assisting with any necessary support services such as preparation of case files, the subpoenaing of witnesses, summonses and informations and compiling discovery responses to requests from defense counsel.

Thank you,

DAINES & JENKINS, LLP

DUSTIN D. ERICSON
dericson@dainesjenkins.com

GORDON
LAW GROUP

322 E Gateway Drive, Suite 201 • Heber City, Utah 84032

P 435-657-0984 • F 435-657-0984

WWW.UTGLG.COM

June 17, 2020

David J. Larson
City Manager
South Weber City
Telephone: 801-479-3177 x207
dlarson@southwebercity.com

Re: South Weber City Attorney Bid

Dear David:

Gordon Law Group would like to be considered for the position of City Attorney for South Weber. Gordon Law Group, P.C. is a five attorney firm, with a paralegal, secretarial staff, and two attorneys who act as "of counsel" to the firm. The firm has existed for over fifteen years.

Primary clientele that involves municipal issues include: Midway City (the past four years), the Town of Wallsburg, Timberlakes Special Service District, Charleston Water Conservancy District, Midway Irrigation, Charleston Irrigation, Daniel Irrigation, and Strawberry Ranch.

One of our attorneys (Joshua Jewkes) sits on the Wasatch County Planning Commission, and one of our attorneys (Dan Mathews) was the former manager of Jordanelle Special Service District. Collectively we have over thirty years of municipal experience.

We are located in the Heber Valley. South Weber is approximately 70 miles away, which is an hour drive. As explained below, there is an expectation on our part that we would attend certain critical meetings in person (City Council, Agenda Prep), and others as directed by the City. We do not feel the distance will create any problems, given the existence of modern technology that allows for video conferencing if needed.

The information requested in your e-mail is included below.

Company name and contact information:

Gordon Law Group, PC
322 East Gateway Drive
Heber City, UT 84032
Corbin Gordon, Owner
435-657-0984
cgordon@utglg.com

Resumes or background descriptions of all key personnel and breakdown of who will do South Weber's work. See resumes attached. Corbin Gordon, Dan Matthews, Marie Bramwell, and Joshua Jewkes will all perform work for South Weber. Corbin Gordon will be the primary contact, and lead attorney.

Information on experience related to legal services for municipal work. My firm has represented Midway City for the past four years. During that time we have dealt with almost every aspect of municipal law, including: zoning, development applications, annexation agreements, development agreements, residential treatment facilities, ordinance drafting and review, council and planning commission training, employee issues, administrative appeals, enforcement actions, litigation, appellate review, water law, and franchise agreements.

We always have an attorney present at City Council meetings, and at planning commission meetings when requested. We have an agenda prep meeting with the Mayor and staff every other week to go over items that will be on the City Council Agenda. We have daily contact with the City and its officers via e-mail and phone, and meetings as necessary. We would propose the same approach for South Weber, with the assurance we can have an attorney available for any needs the City may have.

Associates: We have one associate who will be joining the firm in July and one paralegal. We have included reduced rates for their services in the fee schedule. Associates are used for drafting and research, and all work performed by an associate or paralegal is reviewed by me.

Contact information for 3-5 references (preferably municipal):

1. Celeste Johnson, Mayor of Midway City: 801-641-7484
2. Michael Henke, Midway City Planner: 435-654-3223
3. Wes Johnson, Midway City Engineer: 801-368-6509
4. Mark Smedley, City Attorney for Heber: 435-671-8546
5. Kenny Van Wagoner, former City Council member of Midway City: 435-671-0145

Fee Proposal:

We have a hybrid system with Midway City that works well.

General Municipal Work: We propose a flat fee of $5000.00 per month which includes 40 hours of legal work ($166.00 per hour), for all standard municipal work. Any work that exceeds forty hours per month is paid at the following rates:

1. Attorneys: $175.00 per hour
2. Associates: $135.00 per hour
3. Paralegals: $90.00 per hour

Litigation: Litigation is not included in the scope of General Municipal Work. Any hours spent for litigation is billed as follows:

1. Attorneys: $175.00 per hour.
2. Associates: $135.00 per hour.
3. Paralegals: $90.00 per hour.

Development/Land Use: We create separate invoices for all work done on development/land use applications (i.e. development agreements, annexation agreements, etc.) and bill these amounts to the City who then pays them out of the application deposits paid by Developers in the beginning of the application process. This work is billed out at $225 per hour but comes out of funds provided by developers.

Criminal Prosecution: It is unclear whether the City has a justice court. If it does, we would be happy to provide a prosecutor within the forty hours of general municipal services above, or under a different arrangement if needed.

The above proposal is made without specific knowledge of the needs of South Weber and could be altered to better fit the City's needs. It is unclear whether the City needs 40 hours of legal services per month. All of this can be discussed and negotiated. We would love to provide the needed services to South Weber, and hope for an opportunity to meet with you and discuss additional details.

Sincerely,

Corbin B. Gordon

CORBIN B. GORDON

345 West 600 South, Suite 108, Heber, UT 84032 • P 435.657.0984 • cgordon@gordonlawgrouputah.com

Employment History

Gordon Law Group, P.C. – 2007 through present

- Owner and Manager of five member firm located in Heber City, Utah
- The firm provides services in all of the following areas: civil litigation, criminal defense, land use/zoning, water law, corporate organization and governance, transactional law, and mediation
- Court certified mediator for six years: experienced in all types of mediation
- Experienced trial attorney, including jury trials, in both Justice and District courts
- Experienced appellate attorney
- Have represented two judges before the Judicial Conduct Commission
- Currently a co-chair of a panel for the Office of Professional Conduct

Dunbeck & Gordon, P.C. – 2002 through 2007

- Partner
- Managed associates and staff
- Practiced in criminal defense, civil litigation, land use/zoning, water law, corporate organization and governance, transactional law, and mediation
- Researched numerous federal regulatory issues while representing Heber Light & Power

Questar Corporation – 2000 through 2001

- Clerkship and scholarship
- Researched federal regulatory issues

Education

University of Utah Law School, J.D., 2001

- Leary Scholar (Top 20%)
- Outstanding Student, International Law
- Outstanding Student, Comparative Law
- Outstanding Student, Hebrew Law
- National Quarterfinalist as a Member of the University of Utah Trial Advocacy Team
- Recipient Questar Gas scholarship and clerkship

Brigham Young University, B.S. in English, minor in Business Administration, 1998

- Recipient, Y Award Leadership Scholarship
- Coordinator, Especially For Youth
- Second Place, University-wide Founder's Day Essay Contest

Wasatch High School, 1991

- Student Body President
- State Champion, Speech and Debate

Affiliations

- Founder and former President of the Wasatch County Bar Association

JOSHUA D. JEWKES

▪ 447 Lindsay Springs Rd. Heber City, UT 84032 ▪ (404) 825-9537 ▪
joshua.jewkes@hotmail.com

EDUCATION

J. Reuben Clark Law School, Brigham Young University, Provo, UT
Juris Doctor, April 2002

GPA:	**3.59 - Top 10%**
Honors:	***Magna Cum Laude*, Order of the Coif, Merit Scholarship**
Activities:	Senior Editor & Board Member, *BYU Law Review*
	International Moot Court Team

Brigham Young University, Provo, UT
Bachelor of Arts, April 1999

GPA:	**3.8**
Major:	International Politics
Minor:	Scandinavian Studies
Activities:	Study Abroad, Göteborgs Universitet, Sweden
	Model United Nations Team
	Assistant Editor, *Scandinavian Studies* academic journal
	ORCA scholarship recipient

LEGAL EXPERIENCE

Gordon Law Group, P.C., Heber City, Utah
Attorney, April 2015 – present
Represent local businesses and individuals in civil litigation, real estate, governmental relations, employment law, business law and personal injury

Rogers & Hardin LLP, Atlanta, Georgia
Litigation Attorney, July 2010 – March 2015 (moved to Utah; worked remotely for 2.5 years)

Georgia-Pacific LLC, Atlanta, Georgia
In-House Litigation Counsel, May – June 2010 (temporary position with large client during transition)

Ashe, Rafuse & Hill, LLP, Atlanta, Georgia
Litigation Attorney, April 2006 – April 2010 (left with partner before merger)

Kirkland & Ellis LLP, Chicago, Illinois
Litigation Attorney, Summer 2001, October 2002 – April 2006 (left Chicago to be closer to family)

Chicago Legal Clinic, Chicago, Illinois
Public Interest Law Initiative Fellow, May - September 2002

United States Attorney's Office, Salt Lake City, Utah
Law Clerk, July - September 2000

Columbian Chemicals Co., Marietta, Georgia
In-House Law Clerk, April - June 2000

Amnesty International, Göteborg, Sweden
Indigent Advocate, May - September 1998

OTHER EXPERIENCE

Small business owner
Own and operate commercial and residential properties, 2004-present

2002 Olympic Winter Games, Salt Lake City, Utah
National Olympic Committee Volunteer, February 2002

Brigham Young University Language Lab, Provo, UT
Language Consultant/program writer, October 1998 - April 1999

United Nations ECOSOC Committee, New York, NY
NGO Voice Lobbyist, April 1998

LANGUAGES

Swedish (fluent); Dutch (proficient); German (moderate)

MEMBERSHIP/ADMISSIONS

Utah Bar Association; Wasatch County Bar Association (President); Utah Association for Justice; Georgia Bar Association; Illinois Bar Association; American Bar Association; Atlanta Bar Association

Supreme Court of Illinois & Appellate Courts (2002); United States District Court for Northern District of Illinois (2002); United States District Court for Central District of Illinois (2004); Ninth Circuit Court of Appeals (2003); Seventh Circuit Court of Appeals (2004); Georgia Supreme Court (2006); Georgia Court of Appeals (2006); Georgia Superior Courts (2006); United States District Court for Northern District of Georgia (2006); Eleventh Circuit Court of Appeals (2006); Utah Supreme Court (2015)

RECENT AWARDS & PUBLICATIONS

Selected as "Rising Star" in the 2012, 2013, 2014 and 2015 editions of *Georgia SuperLawyers* (**www.superlawyers.com**)

Should State Public Policy Concerns Trump FAA Arbitration Awards?, FOR THE DEFENSE (Defense Research Institute), October 2008

SERVICE

Two-Year Mission, Church of Jesus Christ of Latter-Day Saints, Stockholm, Sweden (1995-1997)

INTERESTS

Alpine and cross-country skiing; mountain and road biking; tennis; choir; my twin girls and two boys

REPRESENTATIVE MATTERS FOR JOSHUA D. JEWKES

Reported Decisions

- *Francis E. Parker Memorial Home, Inc. v. Georgia-Pacific LLC et al.*, 945 F. Supp. 2d 543 (D. N.J. 2013): Obtained voluntary dismissal in favor of manufacturer of building products in state-wide class action asserting deceptive business practices, fraud and products liability claims.

- *Harbour Point Homeowners Ass'n, Inc. v. DJF Enters., Inc.*, 688 S.E.2d 47 (N.C. Ct. App. 2010); *Harbour Point Homeowners Ass'n, Inc. v. DJF Enters., Inc.*, 697 S.E.2d 439 (N.C. Ct. App. 2010): Represented manufacturer of building products in products liability and deceptive business practices suit. Significant fact investigation, including witness interviews, supervised large-scale document review and production with outside vendor, handled numerous discovery and dispositive motions and related briefs, including motion to stay and compel arbitration.

- *Brock Built, LLC v. Blake*, 686 S.E.2d 425 (Ga. Ct. App. 2009): Obtained reversal of summary judgment, and entry of summary judgment on appeal, in breach of contract and fiduciary duty action for developer/builder. Took and defended numerous depositions, argued motions, handled drafting of summary judgment and appeal briefs.

- *Kelly v. Georgia-Pacific LLC*, 671 F. Supp. 2d 785 (E.D.N.C. 2009): Obtained involuntary dismissal on behalf of building products manufacturer in state-wide action asserting deceptive business practices, fraud and products liability claims.

- *Delfino v. Cue, Inc.*, Case No. 2006-03125, 2008 WL 5724520 (N.M. Dist. Ct. Aug 05, 2008): Obtained involuntary dismissal of wrongful death action against pharmaceutical manufacturer arising out of fatal automobile accident. Briefed and argued successful dismissal motion.

- *Keystone Consol. Indus., Inc. v. Employers Ins. Co. of Wausau*, 456 F.3d 758 (7th Cir. 2006); *Keystone Consol. Indus., Inc. v. Employers Ins. Co. of Wausau*, 470 F. Supp. 2d 873 (C.D. Ill. 2007): Obtained reversal, on appeal, of unfavorable summary judgment order in insurance coverage dispute. Took and defended eleven fact depositions and one expert deposition, worked intensely with experts, analyzed, briefed, and argued litigation issues, drafted summary judgment and appellate brief.

- *In re Babcock & Wilcox Co.*, 274 B.R. 230 (Bankr. E.D. La. 2002): Represented manufacturers of asbestos-insulated boilers in Chapter 11 in defeating revocatory action and fraud claims based on massive asbestos liability.

Unreported Matters

- *Brock Built, LLC v. Charles "Chip" Drury, et al.*, No. 09-CV-5418 (Georgia State Court): Obtained favorable settlement for land developer in fraud and breach of contract suit arising out of city redevelopment project and real estate joint venture. Handled pleadings, motion practice and discovery.

- *United States v. Michael T. Rand*, No. 3:10–cr–00182–RJC–DSC (W.D.N.C.); *S.E.C. v. Michael T. Rand*, No. 1:09-CV-1780-AJB (N.D. Ga.): Represented CAO of publicly-traded company in civil suit by SEC, and subsequent criminal trial, alleging securities fraud.

- *3M Company v. Infor Global Solutions, Inc.*, No. 11-CV-3435 JNE/AJB (D. Minn.): Obtained favorable settlement for software manufacturer in breach of licensing and trademark infringement counter-suit. Handled pleadings, motion practice and discovery.

- *Nexidia, Inc. v. Marsal Gavalda*, No. 2012-CV-214793 (Georgia State Court): Obtained favorable settlement for speech search technology firm in breach of contract action. Handled pleadings, motion practice and discovery.

- *Carvalho, et al. v. Credit Suisse Securities (USA) LLC*, No. 1:07-cv-02612-RWS (N.D. Ga.): Represented investment bank in breach of contract and non-compete case and parallel FINRA arbitration. Handled TRO and arbitration briefing.

- *Robbins Geller Rudman & Dowd LLP v. Avaya Inc.*, No. 1:11-CV-03873-JOF (N.D. Ga.): Obtained involuntary dismissal on behalf of telecommunications company in tort action arising out of patent dispute.

- *GeorgiaCarry.org, Inc., et al., v. City of Atlanta, et al.*, No. 1:08-CV-2171-MHS (N.D. Ga.): Represented city, mayor and airport in well-publicized suit by guns right advocates and state representative to enjoin the City from arresting citizens for carrying loaded firearms on Atlanta airport property. Defeated request for TRO and obtained dismissal and affirmance by the Eleventh Circuit. Handled TRO briefing, dispositive motion, and appellate briefs, and second chair at TRO evidentiary hearing.

- *Atlanta Motor Speedway, LLC v. The Pep Boys – Manny, Moe & Jack*, No. 09-CV-1486 (N.D. Ga.): Obtained voluntary dismissal of well-publicized commercial contract suit by race track owner against sponsor of NASCAR Sprint Cup race.

- *Lancaster, et al. v. Georgia-Pacific Corp. et al.*, No. 2007-CP-07-3166 (South Carolina State Court): Obtained voluntary dismissal for manufacturer of building products in products liability and deceptive business practices class action. Significant fact investigation, including witness interviews, supervised large-scale document review and production with outside vendor, handled numerous discovery and dispositive motions and related briefs.

- *Antoinette McLean v. CVS Pharmacy, Inc.*, No. 3:09-cv-349-VLB (D. Conn.): Obtained denial of conditional certification on behalf of major retail pharmacy in various collective actions under the FLSA and state wage hour class actions. Handled class briefing.

- *North American Medical Corp. v. Axiom Worldwide, Inc., et al.*, No. 1:06-cv-01678-JTC (N.D. Ga.): Obtained involuntary dismissal of unfair competition, fraud, patent infringement and other claims against medical device manufacturer. Took numerous depositions, handled dispositive motion briefing and examined expert witness.

- *Personal Media Communications LLC v. Scientific-Atlanta, Inc. et al.*, No. 1:02-CV-824-CAP (N.D. Ga.): Represented developer of interactive program guide technology in complex patent and licensing dispute.

- *ABN AMRO, Inc. v. Sears Pension Trust*, No. 03 L 000584 (Illinois State Court): Obtained favorable settlement for large bank in complex investment dispute. Analyzed, briefed, and argued numerous litigation issues, participated in mediation on behalf of client.

- *OCI Comm. Co. v. Hynix Semiconductor Am.*, No. 97 CV 0467 (S.D. Cal.): Obtained jury verdict for client in complex technology contract and indemnification suit, and represented client in defendant's appeal to Ninth Circuit. Examined one fact witness at trial, briefed and argued five pretrial motions, jury instructions and two post-trial motions, and prepared appellate brief.

- *United States ex rel. Wright v. BP Amoco et al.*, No. 503 CV 264 (E.D. Tex.): Represented major oil company in *qui tam* litigation alleging underpayment of natural gas and NGL royalties to the government and Indian tribes. Analyzed and briefed litigation issues and dispositive motions, including proposed interlocutory appeal, conducted extensive fact investigation and discovery.

- *Clark v. KPMG LLP et al.*, No. 01 L 08989 (Illinois State Court): Obtained voluntary dismissal on behalf of major accounting firm in multi-million dollar malpractice and fraud suit. Took and defended multiple fact depositions, drafted numerous briefs, argued several nondispositive motions.

- *James L. Mace et al. v. Georgia-Pacific LLC et al.*, No. 3:13-CV-328-J-99TJC-MCR (M.D. Fla.): Represented manufacturer of building products in state-wide class action asserting deceptive business practices, fraud and products liability claims.

DAN H. MATTHEWS

3603 Lake Creek Road * Heber City, UT 84032 * matthews3603@aol.com * (435) 654-5078

PROFESSIONAL EXPERIENCE

ATTORNEY GORDON LAW GROUP	2016- present Heber City, Utah
ATTORNEY DAN H. MATTHEWS LAW OFFICE	2014-2015 Heber City, Utah
GENERAL MANAGER / GENERAL COUNSEL JORDANELLE SPECIAL SERVICE DISTRICT	1999- 2014 Heber City, Utah
COUNTY ATTORNEY WASATCH COUNTY, UTAH	1993-1999 Heber City, Utah
DEPUTY COUNTY ATTORNEY WASATCH COUNTY, UTAH	1992-1993 Heber City, Utah
ATTORNEY SMEDLEY & MATTHEWS	1991-1992 Heber City, Utah
ATTORNEY KIMBALL, PARR, WADDOUPS, BROWN & GEE	1989-1991 Salt Lake City, Utah

EDUCATION

JURIS DOCTOR DEGREE: 1989
J. Reuben Clark Law School, Brigham Young University

BACHELOR OF SCIENCE DEGREE, Psychology: 1986
Brigham Young University

HONORS AND PUBLICATIONS

EDITOR-IN-CHIEF, Brigham Young University Law Review, 1988-1989.

LAW REVIEW, Brigham Young University Law Review, 1987-1988.

OUTSTANDING ORAL ADVOCATE, 1st year moot court competition, 1987.

The Effect of *In Re Data Access Systems Securities Litigation* *on the Statute of Limitations Period for Section 10(b) or Rule 10b-5 Actions Brought in Utah*, 1989 B.Y.U. LAW REVIEW 337.

FSLIC Claims Exclusive Jurisdiction to Adjudicate Claims Against Assets It Holds As Receiver: Is It Proper? 1988 B.Y.U. LAW REVIEW 241.

ACTIVITIES AND ORGANIZATIONS

Member, Utah State Bar Association
President, Mountain Valley Chapter, Sons of Utah Pioneers 2014-2015
Chairman, Wasatch County Republican Party, 2007-2011
Chairman, State of Utah Professional Geologist Licensing Board, 2009- 2012
Member, State of Utah Professional Geologist Licensing Board, 2006-2012
District Chairman, Wasatch District, Utah National Parks Council, Boy Scouts of America 1993-1994
Member, Wasatch Area Economic Development Board, 2006-2010
Member, Wasatch County Library Board, 1995-1997
Member, Lake Creek Irrigation Company Board of Directors, 2007-present
Radio Color Commentator, Wasatch High School Football, 2005-2006, 2011
Representative, Church of Jesus Christ of Latter-day Saints: Tokyo, Japan 1981-1983
Eagle Scout

REFERENCES

Available upon request

MARIE BRAMWELL

345 W. 600 S.
HEBER CITY, UTAH 84032
(435)657-3674
MBRAMWELL@GORDONLAWGROUPUTAH.COM

ATTORNEY

Conscientious and thorough attorney, with an established understanding and background in conducting legal research, analysis, courtroom experience, and document drafting. Marie Bramwell began practicing law at the law firm of Dunbeck and Moss, PC, in Heber City, Utah, where she focused on water law issues, real property issues, boundary disputes, easements, general civil litigation, adoption, family law issues, and estate planning. From 2010-2012, Marie continued her practice in Utah County, at LeBaron Law Offices, where she expanded her practice, including a wide range of experience in the area of family law, criminal defense, and bankruptcy. Marie has practiced in Heber City for 12 years, and has broad experience practicing in Wasatch County.

Experience

Associate Attorney, Gordon Law Group, PC, Heber City, Utah, August 2012-present

- Draft Court pleadings
- Client consultation
- Research and analysis of complex legal issues, reviewing current case law and records
- Courtroom experience

Associate Attorney, LeBaron Law Offices, LLC, American Fork, Utah, August 2010-August 2012

- Draft Court pleadings
- Client consultation
- Research and analysis of complex legal issues, reviewing current case law and records
- Courtroom experience

Associate Attorney, Dunbeck & Moss, Heber City, Utah, August 2003-present

- Draft Court pleadings
- Client consultation
- Research and analysis of complex legal issues, reviewing current case law and records
- Courtroom experience

Judicial Law clerk, Fourth Judicial District, Judge Ray M. Harding Sr., Provo Utah, August 2000-January 2001

- Research and analysis of complex legal issues, reviewing current case law and records
- Author, edit, and finalize memorandum decisions in criminal cases
- Organize and interact with juries as bailiff

Judicial Law clerk, Fourth Judicial District, Judge Guy R. Burningham, Provo Utah, May 1999--August 2000

- Research and analysis of complex legal issues, reviewing current case law and records
- Author, edit, and finalize memorandum decisions in criminal cases
- Organize and interact with juries as bailiff
- Responsible for hiring and management of court externs

Law Extern, Utah Legal Services, Attorney Katherine Smith, Provo, Utah 1998

- Client interviewing
- Drafting Court documents and client correspondence
- Case research

Law Extern, Fourth District Court, Utah County Courthouse, Judge Howard Maetani, Provo, Utah, 1997-1998

- Assist Judge in case research
- Draft Findings of Fact, Memoranda, and Rulings

Verification of Rulings

Education

Juris Doctorate, J. REUBEN CLARK LAW SCHOOL, BRIGHAM YOUNG UNIVERSITY, Provo, Utah April 1999

- Recipient of academic scholarship
- Member of Phi Delta Phi International Legal Honor Society
- Runner-up, Best Brief-Writer, 1996 Moot Court competition

Bachelor of Arts, Brigham Young University, Provo, Utah, August 1996

- Recipient of Roland Crabtree academic scholarship
- International relations major
- Member of Sigma Iota Roh
- Study abroad, European work internship, Brussels, Belgium, summer 1996

Other Experience

Member of the Utah Bar, July 1999
Certified special Functions officer, Certified in ASP weapons defense training, Hot Docs, Westlaw, Water Law specialty

HAYES
GODFREY
BELL
LAWYERS

Hayes Godfrey Bell, P.C.
(Mazuran and Hayes 1992-2014)

2118 East 3900 South, Ste. 300
Holladay UT 84124
(801) 272-8998

June 16, 2020

Via Email and First-Class Mail

David Larson
City Manager
SOUTH WEBER CITY
1600 E. South Weber Dr.
South Weber, Utah 84405

Re: Proposal for Legal Services

Dear Mr. Larson:

Thank you for inviting Hayes Godfrey Bell, P.C. to submit a proposal to provide ongoing contract city attorney services to South Weber City. We are excited about the opportunity to work with your City. Below are responses to your requests for information. Attached is a copy of our firm biography with more detailed information about the attorneys in our firm.

1. Company Name and Contact Information

Hayes Godfrey Bell, P.C.
2118 East 3900 South, Suite 300
Holladay, Utah 84124
www.hgblaw.net

Point of Contact: Jayme L. Blakesley
jblakesley@hgblaw.net
Office: 801-272-8998
Mobile: 801-201-1675

2. Qualifications, Expertise, and Work Plan

Hayes Godfrey Bell, P.C., is a Wasatch Front-area law firm specializing in the representation of local government entities. The firm employs five attorneys, Michael Z. Hayes, Todd J. Godfrey, Mark F. Bell, Brad Christopherson and Jayme Blakesley, each of whom are shareholders.

Our firm was established in 1986 and focuses in the practice of municipal law. Over the years we have represented numerous communities along the Wasatch front. We currently provide contract city attorney services to the cities of Fruit Heights, Farmington, Woods Cross, and Holladay, and to the Towns of Francis and Cedar Fort. The firm has combined experience

of over 100 years of municipal representation. As an independent law firm with multiple attorneys, we believe we can provide the City with excellent, efficient, and economical representation.

The primary point of contact for the City will be Jayme Blakesley. He will perform most of the work for South Weber City. In addition to Mr. Blakesley, you will have continual access to the other four attorneys in the firm. We structure our practice to assign matters based on subject-matter expertise and to ensure there is always an attorney available (24 x 7) to support the City.

We will provide first-rate service, including attendance at any City meetings where that is desired. We are selective in our client base and strive to provide objective, ethical, sound, and timely legal advice to our clients. Having worked in the municipal arena for decades, we understand the dynamic and changing needs of a community and the pressures related to such change.

3. Fee Proposal

The municipal billing rate for all attorneys in our office is $195 per hour. You should expect that Mr. Blakesley will perform most of the work for the City. The hourly fee stated above is current as of the date of this proposal. Although no rate increases are currently planned, the City should expect occasional periodic increases in the applicable hourly rate, which increases would be in conformance with the standard rates applicable to the nature of legal representation required in this practice area. The firm does not employ any associate attorneys presently.

4. References

Please feel free to contact our current or former clients, or attorneys from other law firms whom we have practiced with and against. Below are three individuals with personal knowledge of Mr. Blakesley's and the firm's work habits, skills, and expertise:

- Gina Chamness, Holladay City Manager
  - Phone: 801-699-0286
  - E-mail: gchamness@cityofholladay.com

- Shane Pace, Farmington City Manager
  - Phone: 801-939-9203
  - E-mail: space@farmington.utah.gov

- Nichol Bourdeaux, Former Deputy Chief of Staff for Salt Lake City
  - Phone: 801-514-0599
  - E-mail: nicholbourdeaux@hotmail.com

5. Anticipated Agreement

With other cities we represent, our engagement is memorialized through a basic contract terminable by either party upon reasonable notice.

Thank you for inviting us to submit this proposal. We look forward to meeting with you in person. Please contact us at any time if you need additional information.

Sincerely,

Jayme Blakesley
HAYES GODFREY BELL, P.C.

HAYES
GODFREY
BELL
LAWYERS

Hayes Godfrey Bell, P.C.
(Mazuran and Hayes 1992-2014)

2118 East 3900 South, Ste. 300
Holladay UT 84124
(801) 272-8998

FIRM RESUME: QUALIFICATIONS AND EXPERTISE

Hayes Godfrey Bell, P.C. specializes in the representation of local government agencies throughout the State of Utah. Our five lawyers have combined experience of over 130 years representing local government agencies and their officers and employees. We are experienced and capable lawyers, dedicated to excellence in all of our work, and are recognized leaders among Utah's public service attorneys. Our law practice is devoted to providing excellent advice and representation, maintaining the highest standards of integrity and professionalism, at costs that recognize the needs and resources of our local government clients.

PERSONNEL

Michael Z. Hayes *J.D. 1975*

Mr. Hayes is a graduate of the University of Utah and received his *Juris Doctorate* degree from the University of Utah College of Law in 1975. Mr. Hayes' practice focuses on litigation, contract, real property and public interest law. He has represented government and public interest entities for over 25 years and currently focuses his practice on municipal contract matters, employment and personnel issues and property acquisitions. Mr. Hayes has successfully litigated claims before all levels of both State and Federal courts including the United States Supreme Court. Mr. Hayes also represents one of the largest commercial real estate firms in the State of Utah and has extensive experience in real estate transactions and litigation.

Todd J. Godfrey *J.D. 1991*

Mr. Godfrey is a graduate of Utah State University and received his *Juris Doctorate* degree from the University of Washington in 1991. Before joining the firm in 1996, Mr. Godfrey practiced with the King County District Attorney's Office in Seattle and the Salt Lake City Attorney's Office. Mr. Godfrey's practice focuses on the representation of public agencies and he advises clients on matters including, but not limited to, administration, personnel, land use, ordinances, contracts and procurement matters. He has considerable experience negotiating complex agreements using traditional private financing and public financing methods. Mr. Godfrey is recognized as one of Utah's elite real estate lawyers, with particular emphasis on entitlements, planning and zoning. Mr. Godfrey is a skilled litigator providing excellent outcomes in claims against cities, local districts and towns. He has represented clients in litigation at all levels of the Utah Federal and State Court systems. Mr. Godfrey is well known for his expertise in real property law, eminent domain, civil rights, land use, entitlement and zoning matters and other real estate matters.

Mark Fitzgerald Bell *J.D. 1985*

Mr. Bell graduated, *cum laude,* from the University of Utah in 1982 and received his *Juris Doctorate* degree from the George Washington University in 1985. From 1985 through 1992 he practiced with the predecessor of this firm, followed by practice with the firm of Marsden & Bell for 20 years. Mr. Bell joined the firm in 2013. Throughout his career, Mr. Bell has represented government agencies including local districts, cities and towns. His practice focuses on review, preparation and litigation of complex contracts including interlocal agreements, development agreements, procurement contracts and construction contracts. Mr. Bell has extensive experience representing local government agencies in drafting and enforcement of their rules and regulations, policies, and ordinances. He advises clients on employment law, legislative affairs, state and federal government relations, civil rights compliance and litigation, public finance, water law, safety and ethics. Mr. Bell has over thirty years experience representing government agencies in litigation before the both Federal and State courts in Utah. He has broad litigation experience in Utah's trial and appellate courts relating to contracts and property disputes, civil rights claims, employment matters and discrimination, personal injury claims, and a variety of other matters. Mr. Bell has developed special expertise in matters involving the recent amendments to the Utah Procurement Code.

Bradley W. Christopherson *J.D. 2008*

Mr. Christopherson is a graduate of the University of Utah and received his *Juris Doctorate* degree from the University of Cincinnati in 2008. He joined the firm in 2013. Mr. Christopherson's practice focuses on civil municipal practice including litigation in Utah's State and Federal Courts, complex negotiations, creating an administrative framework involving several Davis County municipalities, negotiating and implementing interlocal agreements, developing and maintaining good working relationships with local government entities, negotiating complex contract matters, and advising local municipal clients on tax and revenue matters. Mr. Christopherson is a member of the Taylorsville City Council.

Jayme L. Blakesley *J.D. 2004*

Mr. Blakesley is a graduate of Brigham Young University, received his Juris Doctorate degree from the University of Utah, S.J. Quinney College of Law in 2004, and is licensed to practice law in Utah, Oregon, and before the U.S. Supreme Court. Before joining the firm in 2018, Mr. Blakesley served as General Counsel for the Utah Transit Authority, Deputy General Counsel and Director of Real Property for the Tri-County Metropolitan Transportation District of Oregon (TriMet) in Portland, Oregon, and as an attorney with the U.S. Department of Transportation (U.S. DOT), Federal Transit Administration (FTA), in Washington, DC. Mr. Blakesley began his ten years of federal service as a Presidential Management Fellow and left having received U.S. DOT's highest honor—the Secretary of Transportation's Medal for Outstanding Achievement. His practice is focused on representing public entities, including municipal and public district clients. He is known for his expertise in complex negotiations, real estate, ethics, employment law, public records and compliance matters. Mr. Blakesley has advised on public transportation projects throughout the country, wrote many federal transit rules and guidance documents, and provided direct legal support to several FTA Administrators and Secretaries of Transportation. In 2009, Mass Transit Magazine named Mr. Blakesley to its "Top 40 under 40" list of professionals under the age of 40 to have made significant contributions to the public transit industry.

Logan D. Ginos *A.A.S. 2014*

Ms. Ginos is a graduate of the LDS Business College Paralegal Studies Program. She graduated top of her class in 2014 and came highly recommended by the program director. She has been with the Firm since January 2014. Logan has extensive experience in local government legal work. Logan grew up southern California.

BUSINESS PHILOSOPHY

Hayes Godfrey Bell is committed to excellence in our legal services. Each member of the firm is a shareholder and participates in decisions related to the assignment of work and the fundamental strategies of our work. We carefully review each project or claim presented by our clients, and strategies and important decisions are made through a collaborative effort. We rely on the expertise, strengths and experience of each attorney and assign work in a way that will ensure the best possible results and advice for our clients. We believe communication is fundamental to the attorney-client relationship; accordingly, we provide regular updates on the status of each project, and always provide clients with copies of the work we produce and receive. We are responsive. Clients should expect calls and inquiries to receive a prompt response, and in most circumstances calls are returned by the end of the business day. Where urgent needs arise, each attorney is available by e-mail or mobile telephone communication.

ORGANIZATIONAL STRUCTURE

The firm is managed by its five shareholders. We presently have two other employees who provide administrative support to our work.

LICENSES AND CERTIFICATIONS

Each attorney with Hayes Godfrey Bell is licensed to practice in the State and Federal Courts of Utah. We regularly participate in continuing legal education on matters of importance to our clients.

REFERENCES

- Darrel Smith, former Mayor Draper City and former Trustee South Valley Sewer District (801) 910-1085
- Scott C. Harbertson, former Mayor, Farmington City (801) 540-1960
- Jody Burnett, Snow, Christensen & Martineau (801) 322-9195
- Libby Lowther, Lowther and Associates (801) 943-7300
- Gary Whatcott, City Manager South Jordan City (801) 254-3742
- David Dobbins, City Manager Draper City (801) 576-6500
- Brad Powell, General Manager Midvalley Improvement District (801) 255-7321
- Sam Alba, Snow, Christensen & Martineau (801) 322-9234

CLIENT SUMMARY

A sample of clients the firm has represented or is currently representing includes:

Farmington City
Holladay City
Woods Cross City
Fruit Heights City
Town of Francis
Town of Cedar Fort
Valley Mental Health
Utah Local Governments Trust
Centerville City
Davis School District
Draper City
South Jordan City
Syracuse City
The City of Saratoga Springs
Timpanogos Special Service District
Taylorsville-Bennion Improvement District
Central Davis Sewer District
Midvalley Improvement District
South Davis Recreation District
South Valley Sewer District
South Valley Water Reclamation Facility
Cottonwood Heights Parks and Recreation District
Rocky Mountain Power
Ashley Valley Sewer Board
Wendover City
Stockton Town

JONES WALDO
Attorneys Est. 1875

TEL: 801-521-3200
FAX: 801-328-0537

170 South Main Street, Suite 1500
Salt Lake City, UT 84101

www.joneswaldo.com

Affiliated firm Lear & Lear, LLP

June 25, 2020

SOUTH WEBER CITY
Attn. City Manager David J. Larson
1600 East South Weber Drive
South Weber City, Utah 84405

Re: **Request for Qualifications, Legal Services**

Greetings:

The law firm of Jones Waldo Holbrook & McDonough ("*Jones Waldo*" or the "*Firm*") appreciates the opportunity to respond to the request for qualifications (the "*RFQ*") for legal services that we recently received from South Weber City (the "*City*").

Founded nearly 142 years ago, Jones Waldo is a nationally-recognized, AV-rated, full-service law firm with expertise in virtually every area of the law. In addition to strong litigation and transactional practice groups, Jones Waldo attorneys also have extensive experience in legal issues affecting local governments, including city attorney functions, land use, water and utility issues, municipal bonding, and many other areas. Since no single lawyer knows all the nuances of all areas of the law, an important benefit of a sizable law firm is the broad range of expertise and workload capacity that it can bring to bear on a client's behalf. Jones Waldo is confident that it has the experience and capacity to provide reliable legal services to the City.

Jones Waldo's plan involves a team consisting of the following key members of Jones Waldo, who, with the City's approval, will be assigned to provide the functions specified below:

1. **Wm. Shane Topham**. Shane Topham is an AV-rated attorney who is the former city attorney for Holladay, Utah and has been the city attorney for Cottonwood Heights, Utah since 2004. Shane also serves as general counsel for the Central Wasatch Commission, an interlocal entity whose purpose is to implement a suite of actions to ensure that future generations can enjoy the activities provided by Utah's scenic central Wasatch Mountains, which are the Salt Lake Valley's principal watershed and also are home to a number of world-class ski resorts and other recreational opportunities. Shane has significant experience in local government law, including formation and representation of municipalities and their redevelopment agencies,

as well as in most other types of local government representation, including counseling concerning land use and development issues; negotiating, reviewing and/or drafting interlocal agreements and most other types of municipal contracts; attending city council, planning commission and land use appeal authority meetings; handling records (GRAMA) requests and representing the governmental entity in appeals to the Utah Records Committee; counseling concerning issuance of municipal bonds; counseling concerning law enforcement issues; and handling most other aspects of his governmental clients' day to day legal needs. Shane has been recognized by *Utah Business* magazine as a Utah Elite attorney in both the government lawyers practice area and in the real estate practice area.

2. **Kyle Leishman**. Kyle Leishman is a shareholder with the Firm and a member of its Board of Directors. He has more than 20 years of experience in commercial lending and banking; residential and commercial property acquisition, development and management; commercial, office and industrial leasing; real estate finance; resort and leisure development; retail development; condominium development and owners' associations; business formation and planning; joint ventures; general corporate matters; mergers and acquisitions; emerging companies; foreclosure and workout, and government relations.

3. **Wm. Spencer Topham**. Spencer Topham is a Jones Waldo shareholder whose practice areas include municipal law, real property transactions, corporate mergers and acquisitions and associated civil litigation. During his time at the Firm, Spencer has worked on a wide range of municipal matters, performing legal research, drafting memoranda, attending city meetings, and assisting on land use litigation. Spencer also currently represents the Cottonwood Heights Police Department in many legal matters, including reviewing and revising contracts, policies and interlocal agreements. In the civil municipal context of his practice, Spencer has represented a variety of municipalities and other public entities in land use matters and disputes, GRAMA responses and appeals, vendor contracting, law enforcement issues, and public employment policies and procedures. Spencer has also been involved in several high stakes land use litigation matters, including opposing a disconnection petition filed by a large development.

4. **Camille Buhman**. Camille Buhman is currently counsel to the City of American Fork providing that city with interlocal and service agreements, ordinances, resolutions and general municipal counsel. She is currently advising the city with respect to development of telecommunications broadband infrastructure working in concert with other municipalities in developing an interlocal cooperative entity. Camille has also worked closely with bond counsel providing American Fork with guidance for bonding in connection with broadband development. She counsels regularly with the city manager and attends city council, work planning and other meetings on an as-needed basis. She has represented real estate developers seeking to develop projects most recently in Pleasant Grove City, and has worked with that city's Community Development Director, City Planner and Planning Commission in land use issues such as site plans and rezoning.

5. **P. Matthew Muir.** Matt Muir is an accomplished trial lawyer with more than 15 years of experience in litigation including complex civil cases. His experience extends to real property practice including contracts, development and construction disputes as well as local government representation with land use, taxes, GRAMA and constitutional matters. He has tried a significant 15-day trial regarding real property development which resulted in a $22.5 million

verdict for his client. Mr. Muir is well suited to defend the City with respect to any threatened or pending litigation.

While Jones Waldo currently anticipates that the aforementioned lawyers would have the expertise and capacity to perform most services needed by the City, the balance of Jones Waldo's approximately 70 attorneys will be available on an as-needed basis. We believe that Jones Waldo's breadth of expertise and depth of experience will assure timely, efficient and cost-effective resolution of legal issues facing the City.

In response to the specific criteria of the RFQ:

1. **Contact Information**. Jones Waldo's client philosophy emphasizes responsiveness and consistent communication. If Jones Waldo is selected to represent the City, Shane Topham would serve as the contact point for the City on all matters. That point of contact will work internally with other Firm attorneys to ensure prompt and efficient communication on all issues. Shane's contact information is as follows:

Wm. Shane Topham
JONES WALDO
170 South Main Street, Ste. 1500
Salt Lake City, UT 84101
Tel: (801) 534-7254
Cell: (801) 808-6325
Email: wtopham@joneswaldo.com

Contact by email or by cell phone is preferable, particularly during the pendency of the current pandemic.

2. **Resumes or Background Descriptions**. Background descriptions are provided above. Resumes are available upon request. Additional background information is available at http://www.joneswaldo.com/attorneys/.

3. **Information on Experience Related to Legal Services for Municipal Work**. See the above background descriptions. More detailed information is available upon request, subject to attorney-client confidentiality issues.

4. **References**.

Tim Tingey
City Manager, COTTONWOOD HEIGHTS
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121
Telephone: (801) 944-7000
Email: ttingey@ch.utah.gov

Ralph Becker
Executive Director, CENTRAL WASATCH COMMISSION
5 South 500 West, #102
Salt Lake City, UT 84101
Telephone: (801) 550-2812
Email: ralph@cwc.utah.gov

Kelvyn Cullimore, Jr.
Former Mayor (2004-2018), COTTONWOOD HEIGHTS
2143 Worchester Drive
Cottonwood Heights, UT 84121
Telephone: (801) 580-4523

John Park
Former City Manager (2013-2018), COTTONWOOD HEIGHTS
662 East 1400 North
Pleasant Grove, UT 84062
Telephone: (801) 592-4680
Email: pokey.park@gmail.com

David Bunker
City Manager, American Fork
51 East Main
American Fork, UT 84003
Telephone: (801) 763-3000
Email:dbunker@afcity.net

5. **Associates**. See the attorney profiles at http://www.joneswaldo.com/attorneys/.

6. **Fee Proposal**.

(a) *Retainer Amount*. For a flat rate of $5,000 per month, Jones Waldo would provide typical city attorney services including attending public meetings as needed; drafting local legislation (ordinances and resolutions); negotiating, drafting and/or reviewing necessary municipal contracts; handling GRAMA requests and internal appeals; counseling concerning land use and development issues; and acting as a legal resource to the City council and City staff. It is understood that criminal matters fall outside the scope of the RFQ. Jones Waldo looks forward to working with the City to identify all required services so an inclusive and comprehensive monthly retainer can be created, but believes that an annual City budget line item of $60,000-$75,000 likely should be adequate to cover the anticipated and unanticipated city attorney services.

(b) *Hourly Rates for Additional Services*. Representation of the City in civil lawsuits, GRAMA appeals to the State Records Committee, financing opinions, state lobbying and other unusual types of representation would incur additional charges at the discounted hourly rates specified below.

(c) *Billing Rates.* Jones Waldo attorneys have billing rates ranging from $260 per hour for some associate attorneys to over $375 an hour for some senior shareholders. Jones Waldo negotiates lower rates for its municipal clients, and is therefore amenable to negotiating lower rates for work on City matters. Shane Topham, whose current standard hourly rate is $335, would discount his hourly rate for City legal work to **$250**, subject to annual adjustment in accordance with the Consumer Price Index. The hourly rates of other Jones Waldo attorneys who are asked to provide legal services for the City would be similarly discounted.

(d) *Value Philosophy*. Jones Waldo strives to provide value to all its clients, with a philosophy to provide responsive, competent legal services for a fair price. We regularly monitor our hourly rates to assure that they are in line with market conditions. We carefully review monthly invoices before they are sent to our clients to assure that we are providing good value for the fees charged. If, as occasionally happens, concerns are raised despite those safeguards, we contact the client to discuss the situation, explain the charges and the underlying work and, in the rare instances that the client still feels dissatisfied, adjust the bill.

Jones Waldo values its municipal client relationships, and hopes that it can form a new relationship with the City. Thank you again for the opportunity to submit this response. We would be pleased to answer any questions and provide further information as you may request.

Very truly yours,

JONES, WALDO, HOLBROOK & MCDONOUGH, P.C.

Wm. Shane Topham

Wm. Shane Topham

David J. Larson

From: Mike Houtz <mike@utahattorneys.com>
Sent: Wednesday, June 24, 2020 3:21 PM
To: David J. Larson
Subject: Re: Seeking New Contract City Attorney

David,

Thank you for the consideration.

I have been busy and had a hearing this morning.

The attorneys from our office who would do the work are Keith Backman and me. We are both partners in the firm. I have been doing work for Clinton City and Pleasant View City since 1996. Keith has 15 years of experience working for cities. We have done both the civil and the prosecution work. Currently we are doing only civil work.

You are welcome to call Bill Cobabe at Pleasant View and Dennis Cluff at Clinton City.

We propose an hourly fee of beginning at $150 per hour. This is less than our hourly wage but we do it so that we can obtain the work.

If you have any questions please call.

Mike

Michael Houtz
Helgesen Houtz & Jones, PC
5732 South 1475 East, Suite 200
South Ogden, Utah 84403

Phone: (801) 479-4777
Fax: (801) 479-4804

Email: mike @ utahattorneys.com

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On 6/22/2020 2:39 PM, David J. Larson wrote:

> Hi Mike,
> Following up to see if you received this email and are willing to submit for consideration.
> The City's evaluation team will begin reviewing submittals the middle of this week.
>
> Please let me know if you have any questions.
> Thanks.
> David
>
> *David J. Larson*
> City Manager | South Weber City
> o 801-479-3177 x207 | f 801-479-0066
> dlarson@southwebercity.com

From: David J. Larson
Sent: Monday, June 15, 2020 5:21 PM
Subject: Seeking New Contract City Attorney
Importance: High

Hello,
My name is David Larson. I'm the City Manager for South Weber City.
The City is interested in contracting with a new firm/attorney for ongoing Legal Services. Your information was shared with me as a potential match for what we're looking for.

South Weber's City Attorney provides legal services as needed related to all municipal operations, except criminal prosecution.

If you are interested in being considered for our position, please provide me the following in a separate email response as soon as possible:

- Company name and contact information
- Resumes or background descriptions of all key personnel and breakdown of who will do South Weber's work
- Information on experience related to legal services for municipal work
- Contact information for 3-5 references (preferably municipal)
- If associates are normally used, a list of their qualifications
- Fee proposal

The City intends to review any submissions and interview the top options, ultimately making a selection as soon as possible.

Please don't hesitate to contact me with any questions you may have about the City or the position.
Thanks.
David

David J. Larson
City Manager | South Weber City
o 801-479-3177 x207 | f 801-479-0066
dlarson@southwebercity.com